



**REGULAR JOINT CITY COUNCIL/AMERICAN
CANYON FIRE PROTECTION DISTRICT MEETING
AGENDA**



City Hall - Council Chambers
4381 Broadway St., Suite 201, American Canyon
August 17, 2021
6:30 PM

Mayor/Chair: Leon Garcia
Vice Mayor/Vice Chair: Mark Joseph
Councilmembers/Board Members: Mariam Aboudamous, David Oro, Pierre Washington

In response to Governor's Executive Order N-29-20 and the Resolution Declaring the Existence of a Local Emergency Relating to the COVID-19 Pandemic adopted by the City of American Canyon City Council, City Council and other public meetings are currently Teleconference Meetings Only to align with local and federal guidelines and social distancing recommendations for the containment of the coronavirus. This meeting will be broadcast live to residents on Napa Valley TV at <http://www.cityofamericancanyon.org> and on YouTube at <https://www.youtube.com/user/CityofAmericanCanyon>.

You may submit public comments for any Agenda Item, Non-Agenda Item or make general public comments by one of the following methods:

Verbal via Webinar: A Zoom Webinar has been established for public participation during the meeting related to a specific agenda item, or matters not on the agenda. To give your public comment directly to the legislative body during the meeting, connect via Zoom and follow the instructions or by calling 408-638-0968. Please mute all audio devices and do not use the speakerphone to prevent echoing.

Zoom Meeting Link: [Click Here](#)
Webinar ID: 896 2465 9117 **Passcode:** 828489

Via email: As part of our Virtual City Hall, we have established a central link for the Public Comments of all meetings. Please use the following link to submit your comment so it can be routed to the appropriate governing body and properly recorded into the meeting record. [Submit your public comment here](#). EMAILS WILL NOT BE READ ALOUD. Emails received will be posted online after the meeting. All comments become part of the permanent record.

The above-identified measures exceed all legal requirements for participation in public comment, including those imposed by the Ralph M. Brown Act and Executive Order N-29-20 and N-33-20. For more information, please call the City Clerk at (707) 647-5337 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

PUBLIC ADDRESS – CLOSED SESSION ITEMS

The Mayor will call the meeting to order and conduct role call. Council will immediately convene into closed session after hearing any public comment on Closed Session. 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.

AMERICAN CANYON FIRE PROTECTION DISTRICT CLOSED SESSION

There are no American Canyon Fire Protection District Board Closed Session items.

CITY OF AMERICAN CANYON CLOSED SESSION

1. **Conference with Legal Counsel – Anticipated Litigation Pursuant to Government Code Section 54956.9 (d)(2) Two Matters**

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

CITY CLERKS ANNOUNCEMENT PURSUANT TO GOVT CODE 54952.3

When the City Council sits jointly, or serially as more than one board it is required that the amount of compensation received for each board be disclosed at the meeting. Tonight, the City Council is sitting jointly as the City Council and the American Canyon Fire Protection District Board. Also, if there is a matter of consideration dealing with water outside the City limits but within the Water District Service Area, the Council will function as the former American Canyon County Water District. For sitting as the Council, a stipend of \$315 monthly is received; for the Fire District Board and as the Water Board, \$206.50 per meeting.

PROCLAMATIONS AND PRESENTATIONS

2. **Proclamation - Retirement of K9 "Chase"**
3. **Presentation - Napa Valley Community Organizations Active in Disaster**

PUBLIC COMMENT - ITEMS NOT ON THE AGENDA

*This time is reserved for members of the public to address the City Council/American Canyon Fire Protection District Board on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the City Council/American Canyon Fire Protection District Board. It is recommended that speakers limit their comments to 3 minutes each and it is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the City Council/American Canyon Fire Protection District Board on items on the Agenda should comment via email prior to the start of the meeting, or to verbally comment on the item during the meeting, click the "raise your hand" button if joining by computer, or press *9 if joining by phone, when the item is called. The*

City Council/American Canyon Fire Protection District Board 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/American Canyon Fire Protection District Board does not respond to public comment at this time. Speakers are asked to please speak clearly, and provide their name. Any handouts for distribution to the City Council/American Canyon Fire Protection District Board must be emailed by 3:00 p.m. on meeting day.

AGENDA CHANGES

The Mayor/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 completing a Speaker's Card and presenting it to the Clerk of the meeting prior to Public Comment.

MATTERS RELATING TO THE AMERICAN CANYON FIRE PROTECTION DISTRICT BOARD

There are no matters relating to the American Canyon Fire Protection District Board.

MATTERS RELATING TO THE AMERICAN CANYON CITY COUNCIL

CONSENT CALENDAR

4. **Minutes of the August 3, 2021 Joint City Council/Fire Protection District Board Meeting**
Recommendation: Approve the minutes of the August 3, 2021 Joint City Council/Fire Protection District Board Meeting.
5. **City Attorney August 3, 2021 Closed Session Report**
Recommendation: Approve the City Attorney Closed Session Report of August 3, 2021 Regular Joint City Council/American Canyon Fire Protection District Meeting.
6. **4th Quarter Investment Report for the City and Fire District**
Recommendation: Receive and file the City and Fire District's Treasurer's Report for the month ended June 30, 2021.
7. **NCFWCD Stream Maintenance Agreement, Amendment No. 1**
Recommendation: Adopt a [Resolution](#) approving Amendment No. 1 to Stream Maintenance Agreement No. 2018-172 with the Napa County Flood Control and Water Conservation District.
8. **Watson Ranch Inspection Services - Coastland**
Recommendation: Adopt a [Resolution](#) amending the Fiscal Year 2021-22 Budget for Public Works Administration appropriations and authorizing the City Manager to enter into an agreement with Coastland Civil Engineering for inspection services for an amount not to exceed \$250,000 for the Watson Ranch Development.
9. **SDG Commerce 330 Distribution Center Project**
Recommendation: Adopt a [Resolution](#) taking the following actions in conjunction with the SDG Commerce 330 Distribution Center Project to September 7, 2021:
 1. Approving the Parcel Map to subdivide the SDG Commerce 330, LLC property to create four parcels (Parcel Number 058-030-065); and
 2. Accepting the public improvements associated with the SDG Commerce 330 Distribution Center Project.

PUBLIC HEARINGS

10. [Tacos Baja Cali Design Permit - Appeal of the Planning Commission Denial](#)

Recommendation: Discuss three alternatives that respond to the Vanessa Lara appeal of the Planning Commission denial of the Tacos Baja Cali stationary Food Truck Design Permit at 4225 Broadway Street and select an alternative to proceed with the project (File Number PL21-0015):

1. Uphold the Design Permit denial;
2. Overturn the Design Permit denial; or
3. Overturn the Design Permit denial with modifications to the Project.

11. [SDG Commerce 217 Warehouse Distribution Center Conditional Use Permit - Appeal of the Planning Commission Approval](#)

Recommendation: Direct staff to report on the project analysis and the Laborers International Union of North America, Local 324 (LIUNA) appeal of the Planning Commission approval of the SDG Commerce 217 Warehouse Distribution Center Conditional Use Permit not later than December 7, 2021.

BUSINESS

12. [Water Supply and Demand Drought Emergency Stage 2](#)

Recommendation: Receive and file a report on water supply and demand in the City of American Canyon Water Service Area as of July 2021 Drought Emergency Stage 2.

13. [Enterprise Fleet Management Lease Program Workshop](#)

Recommendation: Adopt a [Resolution](#) to transition City fleet for Public Works and Police to Enterprise Fleet Management Lease Program for all eligible vehicles.

14. [American Rescue Plan Act \(ARPA\) Coronavirus State and Local Fiscal Recovery Funds Usage Strategy](#)

Recommendation: Adopt a [Resolution](#) to increase revenue budgets for the FY 2020-21 and FY 2021-22 for the receipt of ARPA relief funding of \$2,449,028 per year. Provide direction and recommendations for expenditures of ARPA funds allocated to the City.

MANAGEMENT AND STAFF ORAL REPORTS

15. [Eucalyptus Drive Sidewalk Gap Closure Update](#)

MAYOR/COUNCIL COMMENTS, COMMITTEE REPORTS, AND FUTURE AGENDA ITEMS

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

16. [City Council Committee Report - Mayor Leon Garcia](#)

Recommendation: Receive and file the City Council Committee Report as submitted by Mayor Leon Garcia

17. City Council Committee Report - Vice Mayor Mark Joseph

Recommendation: Receive and file the City Council Committee Report as submitted by Vice Mayor Mark Joseph

ADJOURNMENT

CERTIFICATION

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

Taresa Geilfuss, City Clerk

CITY OF AMERICAN CANYON PROCLAMATION



RECOGNIZING THE RETIREMENT OF K9 “Chase” August 17, 2021

WHEREAS, police dogs, referred to as K9s, are a crucial law enforcement resource that help to apprehend dangerous criminals, search buildings and open fields for offenders, and use their keen sense of smell to locate narcotics, and

WHEREAS, American Canyon Police Department uses these highly trained K9s to help keep the residents of American Canyon safe, and

WHEREAS, one of American Canyon’s veteran K9 partners is “Chase”, a 89 lb. 9-year old Belgian Malinois who spent his entire law enforcement career in American Canyon, and

WHEREAS, K9 Chase came to the department from Holland at the age of 1, before being partnered with his handler at the age of 2, and

WHEREAS, since joining the American Canyon Police Department, K9 Chase has assisted officers with over 70 felony apprehensions, and has also assisted in over 120 Narcotic finds to include dangerous drugs such as heroin, methamphetamine, and cocaine, and

WHEREAS, as a police K9, Chase and his handler, Officer Olson, trained for over 1,900 hours throughout their 7 years partnership, and

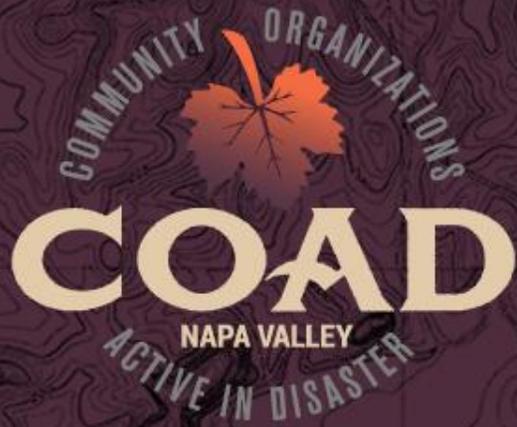
WHEREAS, as a 7 year veteran of American Canyon Police Department, K9 Chase has been to countless community events for demonstrations where he enjoys tremendous popularity with children, and

WHEREAS, K9 Chase’s handler was recently promoted to the rank of Sergeant and has been assigned to supervise a shift at the American Canyon Police Department, and K9 Chase will be retiring from police work to live the remainder of his years with Sgt. Olson’s family and their pet Yorkie.

NOW THEREFORE BE IT RESOLVED, that I, Mayor Leon Garcia, and the City Council of American Canyon, do hereby thank Police K9 “Chase” and his handler, Sergeant Olson, for the years of service to the City and wish them well in their next endeavors.

Dated: August 17, 2021

Mayor Leon Garcia



COAD Impact Presentation

August 17, 2021
City of American Canyon

NVCOAD.COM



Key topics for today

- 1. COAD mission, role and response structure**
- 2. Highlights from COAD's 2020 Coordinated Response – COVID-19 and Wildfires**
- 3. COAD initiatives for 2021-2022**



Mission and Role of COAD

Mission statement:

COAD develops and enhances partnerships for communication, coordination & collaboration amongst the whole community including non-profit & faith-based organizations, government agencies, and the private sector during all phases of disaster.

COAD's Role:

- **An organizing body which provides leadership to the nongovernmental response.**
- **Complements government efforts**
- **Key areas of focus:**
 - **Communication** – vetted and timely
 - **Coordination** – avoid duplication and identify gaps in service
 - **Collaboration** – common goals and shared solution

COAD's STRUCTURE



<https://napavalleycoad.org/about-us/committees/>

**COAD EXECUTIVE COMMITTEE –
INCIDENT COMMAND**

**COAD DIRECTOR
EOC LIAISON & DISASTER COORDINATOR**

PREPAREDNESS

Education & Outreach
Neighborhood Resilience
Shelter Support

LONG TERM RECOVERY

LTR Steering Committee
Disaster Case Mgmt
Unmet Needs
Construction

RESPONSE Nine subcommittees

- AFN/Older Adults
- Childcare
- Emergency Financial Assistance

- Food Insecurity & Access
- Mental & Spiritual Health
- Public Information & Outreach

- Resources
- Volunteers on Call
- Animal Welfare (CART)



COAD Membership

- **120+ total members – full list available on COAD’s website**

<https://napavalleycoad.org/about-us/agencies/>

- **70+ actively engaged in COAD coordinated efforts, primarily non-profits and faith-based**

- **What members value:**

- **Vetted, timely consistent communication**
- **Consolidated resources**
- **Well structured, and coordinated high impact efforts that can be quickly mobilized**

“COAD creates a powerful network, what a fantastic organization!”

“COAD works and we need it more than ever.”

COAD Operating Objectives thru Aug 2021



- ❖ Communicate regularly with COAD members on the situation status and maintain situational awareness regarding emerging needs.
- ❖ Ensure coordinated efforts through regular communication and coordination of subcommittee work.
- ❖ Support subcommittees in offering supportive services to most effectively meet the needs of vulnerable populations impacted by COVID-19, fire recovery and PSPS events. Plan and prepare for emerging and concurrent emergencies.
- ❖ Support the County in the protection of public health by supporting communication efforts and through subcommittee work.
- ❖ Plan for the next phases of fire recovery including interim and longer-term needs.
- ❖ Support the safety of volunteers activated under COAD for COVID-19 and other missions who serve as Disaster Service Workers. Recruit volunteers to meet emerging needs.
- ❖ Promote community preparedness and resiliency through subcommittee work related to education and outreach, neighborhood resiliency efforts, shelter support, and communications.
- ❖ Promote equity in outreach and access to supportive services for vulnerable populations, including language access.



COAD's coordinated efforts – TIME contributed by reporting agencies

Numbers are based on after-action survey conducted in December 2020:

COVID-19

Mar-Dec 2020

❖ **8234 hours/month**

2020 WILDFIRES

Aug – Oct 2020

❖ **6761 total hours**



EMERGENCY FINANCIAL ASSISTANCE

Special thanks to the NV Community Foundation for making these financial assistance programs possible!

- ✓ **Applicants assisted and directed to resources – 7000 inquiries**
- ✓ **COVID-19 Assistance – \$4.8 million to 3,300+ households**
 - ✓ **American Canyon residents – 72 households**
- ✓ **Fire Evacuees and Survivors**
 - ✓ **\$305,000 distributed to 1566 evacuee Households**
 - ✓ **\$2 million in wildfire assistance**





Food Insecurity and Access

Since March 2020, COAD has been tracking grocery and meal programs to identify gaps and avoid duplication

GROCERY PROGRAMS

- Sustained need has increased **FOURFOLD** or more since pre-COVID-19, including Napa
- Identified food gaps and added distributions in areas such as American Canyon, Berryessa Estates, Calistoga and Angwin
- Grocery delivery program to vulnerable households in American Canyon and Napa – served 75 residents weekly
- Many were accessing Food Pantries for the first time

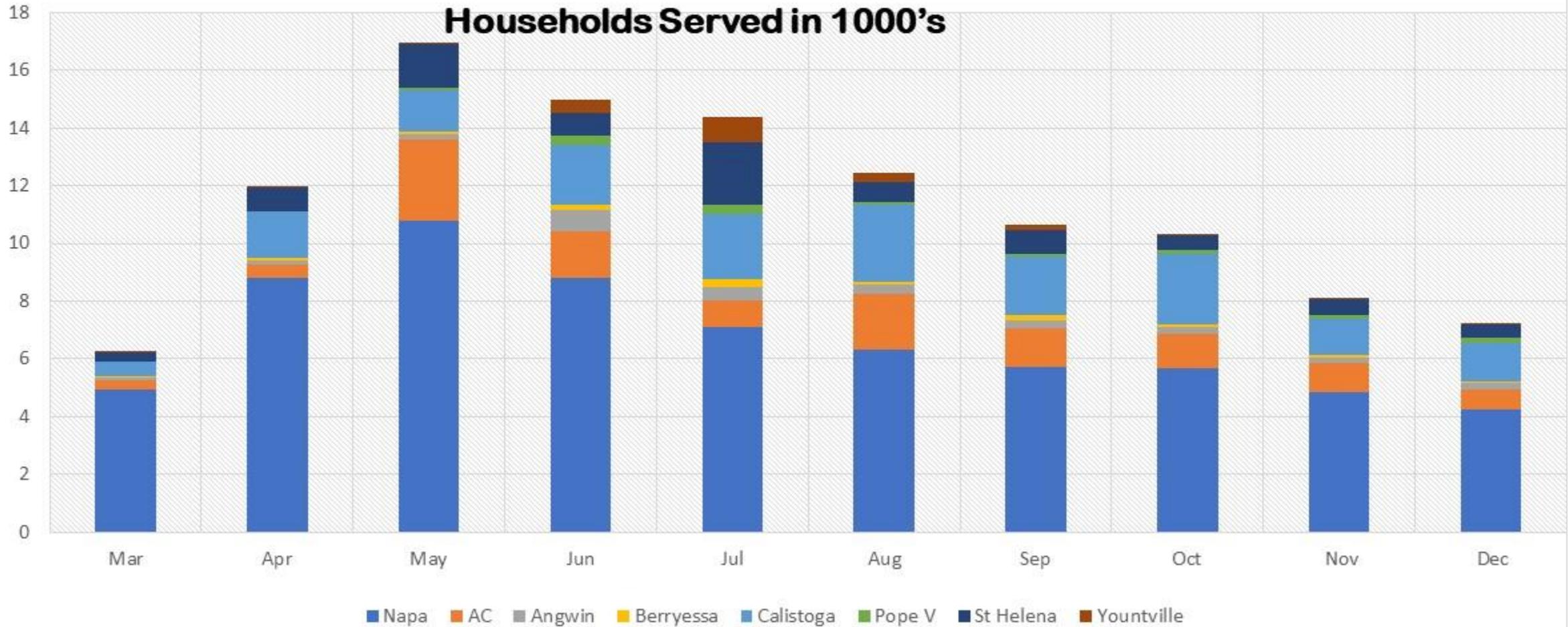




GROCERY PROVIDERS COUNTY-WIDE: CAN-V, Adventist Health, Ole Health Foundation, Salvation Army, Catholic Charities, Kiwanis and Food Recovery through Feeding it Forward and NV CanDo

2020 COUNTY-WIDE GROCERY DISTRIBUTION TRACKING

Households Served in 1000's





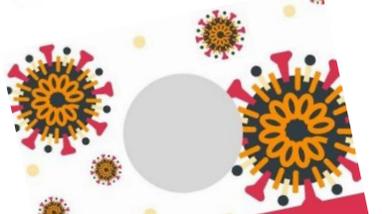
COAD - VOLUNTEERS ON CALL

Rich database of volunteers: 335 deployable volunteers

- Testing site (8 months) 30 volunteers/week = Total of 4680 volunteer hours
- Food distribution/delivery – Weekly 3 volunteers for 7 hours
- Vaccine Sites for Ole Health and Providence – 30+ non-medical volunteers a week for six weeks (2021)
- Gearing up for shelter support work – focus on children, older adults and individuals with access and functional needs



PI&O Highlights Language Access



**GÁNELE AL COVID-19
BEAT COVID-19**

**1 LÁVESE LAS MANOS
WASH YOUR HANDS**

**25 USE CUBREBOCAS
WEAR FACE COVERINGS**

**7 SANA DISTANCIA DE 6 PIES
PHYSICAL DISTANCING OF 6 FEET**

**32 EVITE REUNIONES Y FIESTAS
AVOID GATHERINGS & PARTIES**

USTED PUEDE HACER LA DIFERENCIA.

A medida que el Condado de Napa comienza a reabrir negocios, es importante recordar que COVID-19 todavía está en nuestra comunidad. Estamos contando con cada persona para mantener a nuestra comunidad y a aquellos que trabajan fuera del hogar saludables y seguros.

YOU CAN MAKE A DIFFERENCE.

As Napa County starts to re-open businesses, it is important to remember that COVID-19 is still in our community. We are counting on every individual to help us keep our community and those who work outside the home healthy and safe.

MENTAL HEALTH RESOURCES NAPA COUNTYWIDE

Mental Health Crisis Hotlines 24/7

National Suicide Hotline: 1-800-273-8255

Crisis Text Line: Text "GO" to 741741
Crisis counselors are available to listen and help with coping skills

Trevor Project Hotline: 1-866-488-7386 or Text 678678
Crisis intervention and suicide prevention hotline + text message line for LGBTQ Youth

Crisis Stabilization Services / Exodus: 707-253-4711
For anyone age 5+ in immediate crisis, needing evaluation and crisis intervention
HHS South Campus - 2751 Napa Valley Corporate Way, Building B

Mental Health Support Lines

Napa County Mental Health Access: 707-259-8151 or 800-648-8650
For mental health assessments and referrals as well as warm line support (Monday through Friday 8am-5pm) for individuals of all ages who are experiencing anxiety, stress, worry, depression, etc. related to COVID-19

Aldea Bilingual Family Wellness Support Line: 707-543-1152
8am-8pm/week Help for parents and guardians who are dealing with their children's anxiety and worry related to COVID-19

Mentis Healthy Minds Healthy Aging: English 707-299-1885 Spanish 707-299-1884 9am-5pm, Monday-Friday. Help for Older Adults (60+) experiencing heightened anxiety and worry due to COVID-19

Mental Health Treatment Resources



Emergency Financial Assistance

UpValley Family Centers is providing emergency aid for low- to moderate-income workers who face financial hardship resulting from the economic impact of the coronavirus.

Applications from undocumented residents encouraged; aid will not be considered under public charge rules

To be eligible for Emergency Financial Assistance, you must:

- Live in Napa County
- Meet certain income guidelines based on the number of people in your household
- Not have access to government-sponsored unemployment benefits like EDD or paid family leave benefits.

The deadline to apply for assistance is Wednesday, June 30, 2021

Residents of Calistoga, St. Helena, Yountville & surrounding areas- Please call (707) 965-5010 or email efa@upvalleyfamilycenters.org

Residents of Napa and American Canyon - Please call (707) 363-8390 or email efa@onthemovebayarea.org

Case Managers will call individuals back in the order that inquiries are received to assess household needs and eligibility.

BREATHE

Pause. Take a deep breath. It is normal to feel anxious or stressed. Talk with a friend, write in a journal, or listen to music to counter the stress. Create a routine for your family that includes activities like playing outside, reading and doing art projects.

Stay hydrated with water. Eat whole foods rich in fiber, with lots of vegetables and fruit. Get outside and move your body, or do some stretching. Practice quality sleep by setting a routine of when to go to bed and wake up. Avoid TV, computer and phone screens 90 minutes prior to bedtime.

You've got this! Start and end your day with a positive thought. Connect with the people and yoga, cooking, and other activities that bring you joy, whether it is talking with friends or reading a book. Smile. You've got this!

THANK YOU! Napa Valley Community Organizations Active in Disaster

Your donation helps us respond to the COVID-19 pandemic in Napa county, providing resources to those in our community who need our assistance.

We are collecting:

- Gift Cards
- Infant and Adult Diapers
- Toilet Paper
- Cleaning Supplies
- Pet Food
- Face Covers

We are a sponsored project of Bay Area Community Resources (BACR). Bay Area Community Resources (BACR) is a 501(c)(3) non-profit organization; EIN# 94-2346815. Your contribution is tax deductible to the extent allowed by law. No goods or services were provided in exchange for your generous contribution; therefore, the full amount of your gift is tax-deductible.

¡TOMÉ ACCIONES Y PREPÁRESE!

AVISOS DE BANDERA ROJA

Un aviso de bandera roja es el aviso de incendio más alto y se emite cuando las condiciones climáticas pueden causar incendios extremos (CalFire). Para más información visite: www.readyforwildfire.org

Tenga un plan de seguridad para su familia y tome las siguientes acciones.

- Llene su coche y estacionese afuera de su garaje.
- Revise su "bolsa de emergencias" y asegúrese que tiene lo necesario, y déjelo en un lugar fácil de agarrar.
- Asegúrese de tener elementos necesarios como medicamentos y documentos importantes.
- Tenga un radio y una lámpara con baterías adicionales listas (evite el uso de velas).
- Tenga agua y hielo listos (congele botellas de agua para usar como paquetes de hielo).
- Sintonizé el radio a 1440 AM o 99.3 FM.
- Cargue su teléfono y cualquier otro equipo electrónico de comunicación.
- Veche a probar fuentes de energía como baterías y generadores.
- Hable con sus vecinos, especialmente a las personas mayores de edad o a las personas con discapacidades.
- Mueva todo los escombros inflamables lejos del exterior de su casa.

INTERRUPCIÓN DEL SUMINISTRO ELÉCTRICO POR MOTIVOS DE SEGURIDAD PÚBLICA

Interrupción del Suministro Eléctrico por Motivos de Seguridad Pública (PSPS) son ordenes de PG&E para apagar la energía temprano para reducir el riesgo de incendio bajo ciertas condiciones climáticas.

Para prepararse, tome las mismas precauciones mencionadas anteriormente para el aviso de bandera roja. Para obtener ayuda adicional o causa de una discapacidad o dependencia de equipo médico duradero, visite: disabilitycenter.org

Para inscribirse en su programa de referencia médica: Llame al 1-800-743-5000 o visite pge.com/medicalbaseline

Para más información visite: pge.com/weather - Para ver si un PSPS está en el pronóstico pge.com/psspcodealerts - Para registrarse para recibir notificaciones safetyactioncenter.pge.com - Para la información de preparación www.pge.com/backuppower - Para opciones de energía de respaldo y consejos de seguridad

Para obtener información y recursos adicionales, visite: readynapacounty.org y napavalleycoad.org/resources/preparedness

COAD RESOURCE GUIDE 2020 FIRES

LNJ FIRE RECOVERY NIXLE
Please sign up for Nixle alerts about recovery information.
Text HENRECOVERY to 888-777 for English and ESP 888-777 for Spanish

COAD AGENCIES AND FAMILY RESOURCE CENTERS PROVIDING SUPPORTIVE SERVICES

Cope Family Center: (707) 252-1123 | www.copefamilycenter.org
Fair Housing: (707) 224-9720 | www.napafairhousing.org
NEWS: (707) 255-6397 | www.napavalleynews.org
On the Move: (707) 285-7248 | (707) 363-3798 | www.onthemovebayarea.org
ParentsCAN: (707) 253-7464 | www.parentsincan.org
Puertas Abiertas: (707) 224-1786 | www.napavalleyfamilycenters.org
Up Valley Family Centers: (707) 965-5010 | www.upvalleyfamilycenters.org

COUNTY RESOURCES

County Evacuation Center - CrossWalk Church, 2990 First Street in Napa/Inland
Virtual Local Assistance Centers: <https://readynapacounty.org/271-local-assistance-center-for>
LAC Appointments call: (707) 259-2190
Public information assistance line: (707) 253-4540

UNITED POLICYHOLDERS

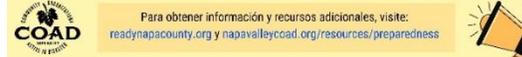
United Policyholders can provide assistance in navigating insurance and the road to recovery. They hold regular free webinars: <https://www.uphbin.org/blog/news/2020-lightning-complex-wildfires-ca> | info@uphelp.org

MENTAL HEALTH

Napa County Mental Health Access: (707) 259-8151
Mentis Mental Health Services: Bilingual Call Line: (707) 255-0966 ext. 132
For all ages available by phone or video: www.mentisbayarea.org
Aldea Bilingual Family Wellness Support Line: (707) 543-1152

ANIMAL ASSISTANCE

To request Napa CART assistance with animal evacuation, call (707) 732-1555. If you are facing mandatory evacuation and can transport your animals, call or text us at (707) 732-1555 to let us know you are on the way, and go to the Large Animal Shelter: Napa Valley Horsemen's Association (NVA) 1250 Foster Road, Napa/Bring feed, if possible.
Companion animal shelter is located at: Napa County Animal Services/442 Hartle Ct, Napa Call ahead: (707) 253-4382
If you need assistance with wildlife, please call: Napa Wildlife Rescue at: (707) 224-HAWK (707) 224-4295





MORE SUBCOMMITTEE HIGHLIGHTS

- **Access & Functional Needs** – Outreach to 12,000 people per month through network; AFN preparedness campaign
- **Mental and Spiritual Health-** 125+ case workers through Trauma Informed Care workshops including Spanish; suicide prevention training and ongoing outreach
- **Childcare** – 100+ essential workers connected to care; 50+ families received vouchers; grants given to 86 providers; cleaning supplies to providers

OUTREACH



MORE SUBCOMMITTEE HIGHLIGHTS



Animal Welfare and CART created a Pet Resource Guide and pet food drives



Partner with NVTa to deliver Food to vulnerable households.



In Kind Support by Adventist Health and Rutherford Grange



Local Assistance Center Support



300+ Kid Kits for evacuees



COAD INITIATIVES MOVING FORWARD: 2021-2022

- Ongoing COVID-19 Response
- Language Access Plan for all phases of disaster
- 2020 Wildfire Long Term Recovery Group
- Preparedness Calendar and creating a culture of preparedness launched – [napavalleycoad.org/preparedness calendar](https://napavalleycoad.org/preparedness-calendar)
- Neighborhood Resilience
 - Map Your Neighborhood framework
 - Next meetings August 19 and 26





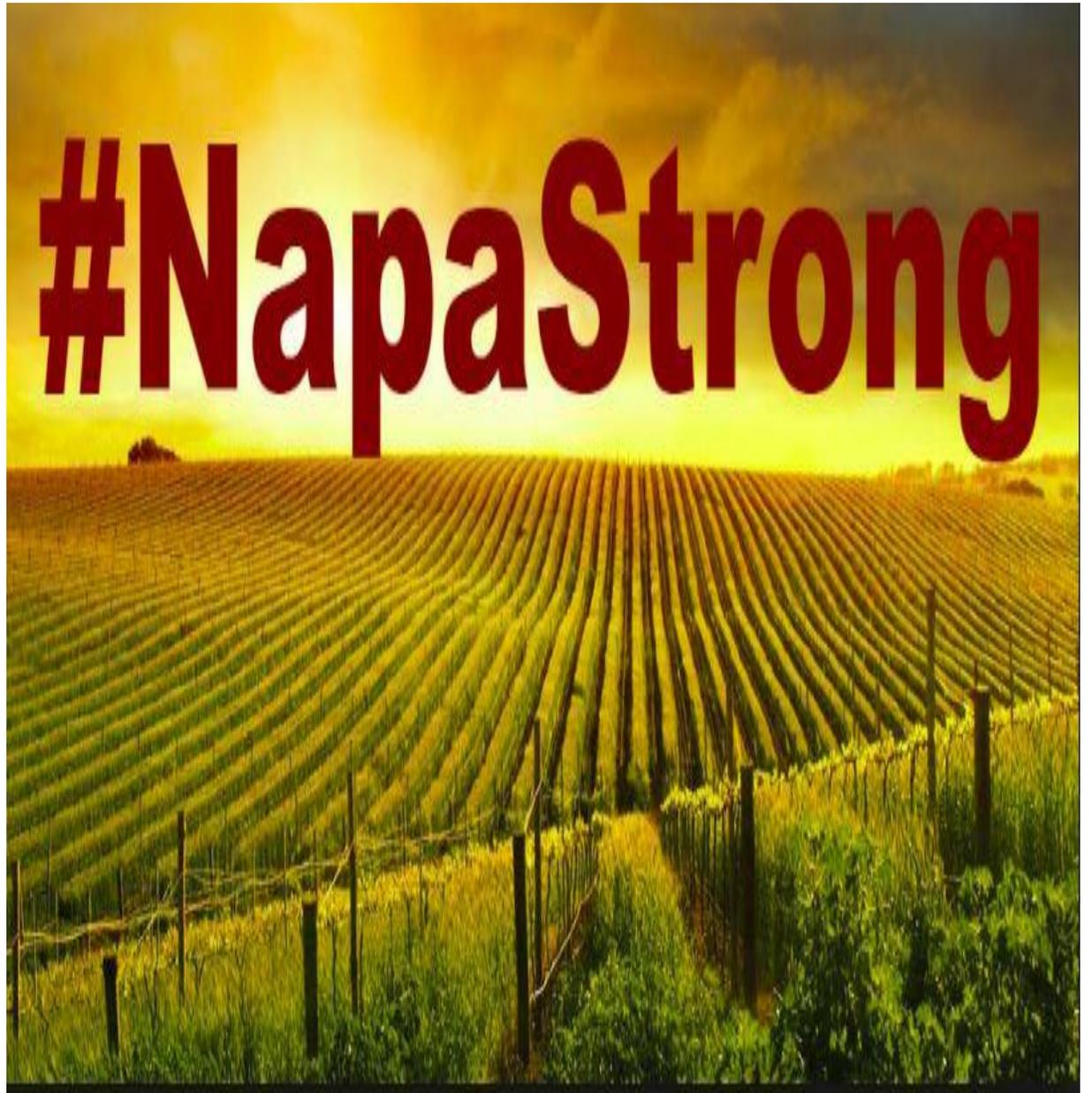
CONTACT INFORMATION:

Celeste Giunta

Director, COAD

celeste@napavalleycoad.org

707-815-4227



CITY OF AMERICAN CANYON
REGULAR JOINT CITY COUNCIL/FIRE PROTECTION DISTRICT BOARD MEETING

ACTION MINUTES

August 3, 2021

Consistent with the California Governor’s Executive Order N-29-20 promoting social distancing, there will be no physical or in person meeting location available to the public. Instead, the meeting will be conducted by teleconference. The meeting will be accessible for all members of the public to attend and give public comment via the City’s website, YouTube, and Cable TV Channel 28.

AMENDED AGENDA

4:30 P.M. CLOSED SESSION

Present: Mayor Leon Garcia; Vice Mayor Mark Joseph; Councilmembers Mariam Aboudamous; David Oro; and Pierre Washington

Absent: None

PUBLIC ADDRESS – CLOSED SESSION ITEMS

Written Comments: Sindy Biederman

Oral Comments: None

AMERICAN CANYON FIRE PROTECTION DISTRICT CLOSED SESSION

There were no American Canyon Fire Protection District Closed Session items.

CITY OF AMERICAN CANYON CLOSED SESSION

- 1. Matters Relating to Public Employment Public Employee Performance Evaluations Pursuant to Gov. Code Section 54957.
Position: Jason Holley, City Manager**

- 2. Conference with Legal Counsel – Anticipate Litigation Pursuant to Government Code Section 54956.9 (d)(1) Two Matters.**

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

CALL TO ORDER

Meeting was called to order at 6:53 p.m.

PLEDGE OF ALLEGIANCE

Mayor Garcia led the Pledge of Allegiance.

ROLL CALL

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

Absent: None

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

City Attorney Bill Ross will provide a written report for this Closed Session.

CITY CLERKS ANNOUNCEMENT PURSUANT TO GOVT CODE 54952.3

PROCLAMATIONS AND PRESENTATIONS

There were no Proclamations or Presentations.

PUBLIC COMMENT - ITEMS NOT ON THE AGENDA

Written Comments: Sindy Biederman, Barbara Nemko, Chris James, Tammy Wong, Stephen Brook

Oral Comments: Hugh Marquez, Sindy Biederman, Stephen Brook

AGENDA CHANGES

There were no Agenda changes.

MATTERS RELATING TO THE AMERICAN CANYON FIRE PROTECTION DISTRICT BOARD

CONSENT CALENDAR - ACFPD

There were no Consent Calendar - ACFPD items.

BUSINESS – ACFPD

There were no Business - ACFPD items.

MATTERS RELATING TO THE AMERICAN CANYON CITY COUNCIL

CONSENT CALENDAR

Action: Motion to approve CONSENT CALENDAR made by Vice Mayor Mark Joseph, seconded by Councilmember Mariam Aboudamous, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

3. Minutes of July 20, 2021

Action: Approved the July 20, 2021 Minutes for the Regular Joint City Council/Fire Protection District Board meeting.

4. Ongoing Authorization for Assignment Agreement - Watson Ranch Specific Plan

Action: Adopted Resolution 2021-54 authorizing the City Manager and the City Attorney to consent to a Partial Assignment Agreement by and between AC-1, LLC and Future Assignees, assigning the benefits and burdens of the AC-1 Development Agreement (Watson Ranch Specific Plan).

PUBLIC HEARINGS

There were no Public Hearing items.

BUSINESS

5. Marin Clean Energy Deep Green Program

Council received a presentation for this item from Finance Director Lincoln Bogard.

Action: Motion to approve Resolution 2021-55 authorizing the City to transition to the Marin Clean Energy Deep Green Program. made by Councilmember David Oro, seconded by Councilmember Mariam Aboudamous, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

MANAGEMENT AND STAFF ORAL REPORTS

There were no management and staff oral reports.

MAYOR/COUNCIL COMMENTS, COMMITTEE REPORTS, AND FUTURE AGENDA ITEMS

6. City Council Committee Report - Vice Mayor Mark Joseph

Action: Council received the City Council Committee Report as submitted by Vice Mayor Mark Joseph.

Future Agenda Items:

Action: Motion to approve adding **Eucalyptus Sidewalk Gap** to the August 17, 2021 City Council meeting agenda made by Vice Mayor Mark Joseph, seconded by Councilmember Pierre Washington, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

Action: Motion to approve adding a presentation from **Schools for Climate Action** to an agenda in September, 2021 made by Vice Mayor Mark Joseph, seconded by Councilmember Pierre Washington, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

While not requesting an addition to an upcoming agenda, Councilmember Aboudamous asked for an update on the replacement of a drinking fountain; update provided by City Manager Jason Holley. Councilmember Aboudamous suggested upgrading to a model that also fills water bottles.

ADJOURNMENT

Meeting was adjourned at 7:15 p.m.

CERTIFICATION

Respectfully Submitted,

Taresa Geilfuss, City Clerk

William D. Ross
David Schwarz
Kypros G. Hostetter

Law Offices of
William D. Ross
400 Lambert Avenue
Palo Alto, California 94306
Telephone: (650) 843-8080
Facsimile: (650) 843-8093

Los Angeles Office:

11420 Santa Monica Blvd
#25532
Los Angeles, CA 90025

File Nos: 199/6 & 199/3

August 6, 2021

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; Virtual Joint Meeting of the American Canyon City Council and the American Canyon Fire Protection District Board of Directors; August 3, 2021¹

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 Virtual August 3, 2021 Regular Council Meeting, consistent with Government Code Section 54957.1.

After convening in Open Session at 4:35 p.m. and ascertaining that there were public comments on the agendaized Closed Session matters, your Council adjourned to Closed Session at 4:37 p.m. to address the matters agendaized for Closed Session consideration.

There were two matters agendaized for City Closed Session consideration.

1. Matters Relating to Public Employment Public Employee Performance Evaluations Pursuant to Gov. Code Section 54957.
Position: Jason Holley, City Manager
2. Conference with Legal Counsel – Anticipated Litigation Pursuant to Government Code Section 54956.9(d)(1)
Two Matters.

¹ The American Canyon Fire Protection District (“Fire District”) is a California special district and a subsidiary special district of the City of American Canyon.

The Honorable Leon Garcia, Mayor
and Members of the City Council
August 6, 2021
Page 2

With respect to City Agenda Item No. 1., there was no reportable action consistent with the provisions of Government Code Section 54957. The City Attorney was not present during this Closed Session matter.

With respect to City Agenda Item No. 2., the Council authorized (5-0) the initiation of litigation against the owners of the real property having exotic animals located on South Napa Junction Road for trespassing improvements on City property; the retention of Special Counsel to prosecute authorized litigation and authorization for funds to be used to settle the matter. Except as indicated there was no other reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(1).

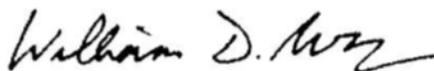
There were no matters agendized for Fire District Closed Session consideration.

The Closed Session concluded at 6:50 p.m. The Council/Board conveyed in Open Session, where it was indicated that a written report upon return consistent with Government Code Section 54957.1, would be prepared.

This communication should be reviewed under the Consent portion of the Agenda of your next Regular or Special Joint City Council/Fire Protection District Board Meeting.

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

Very truly yours,



William D. Ross
City Attorney

WDR:jf

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

Michael P. Cahill, Fire Chief
Martha Banuelos, Fire Executive Assistant



TITLE

4th Quarter Investment Report for the City and Fire District

RECOMMENDATION

Receive and file the City and Fire District's Treasurer's Report for the month ended June 30, 2021.

CONTACT

Lincoln Bogard, Finance Director/Treasurer

BACKGROUND & ANALYSIS

The City's Investment Policy requires; the Treasurer to submit a quarterly investment report to the City Council. The attached report for the month ended June 30, 2021 includes investment transactions for both the City and Fire District. The report shows the City's cash and investment book balance, including debt reserves and unspent proceeds, was \$63,090,180. The Fire District's book balance was \$6,894,524.

- The City's diversified portfolio includes \$45.15 million invested in the California State Treasurer's Office Local Agency Investment Fund (LAIF) and \$16.60 million managed by Chandler Asset Management. The funds managed by Chandler are invested in U.S. Treasury Notes, Federal Agency Securities, Asset Backed Securities, U.S. Corporate Notes, Supranational Securities, and FDIC insured Corporate Notes. The City is planning to move more investments to Chandler in the coming months and is currently developing an investment strategy to maximize returns within Investment Policy parameters.
- The Fire District maintains cash and investment accounts separately from the City. The book value of the District's total portfolio is \$6.89 million. All cash not needed to meet the current operational requirements of the Fire District is invested with Local Agency Investment Fund (LAIF).

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

The Recommended Action will have no impact on the City's budget.

ALTERNATIVES

Not Applicable

ENVIRONMENTAL REVIEW

Not Applicable

ATTACHMENTS:

1. [4th Quarter City Council Investment Report](#)

**Investment Report
For the Month Ended
June 30, 2021**



City of American Canyon

<u>Operating and Capital Funds</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Book Yield ⁽¹⁾</u>	<u>% of Portfolio</u>
Cash - Westamerica Bank	\$ 716,645	\$ 716,645	0.18%	1.15%
Local Agency Investment Fund	45,159,873	45,217,218	0.30%	72.27%
Asset Backed Securities	1,062,467	1,064,143	0.81%	1.70%
Federal Agency Securities	5,766,519	5,870,067	1.53%	9.23%
Corporate Notes	3,634,876	3,710,638	1.93%	5.82%
Money Market Fund	31,861	31,861	0.01%	0.05%
Supranational	429,020	426,442	0.60%	0.69%
U.S. Treasury Notes	5,683,870	5,827,590	1.73%	9.10%
TOTAL OPERATING CASH	62,485,131	62,864,604		100.00%
<u>Debt Reserves and Proceeds</u>				
American Canyon Road East Limited Obligation Improvement Bonds				
US Bank	290,878	290,878	0.01%	
LaVigne SAD Debt Reserve	314,171	314,570	0.30%	
TOTAL DEBT RESERVES	605,049	605,448		
TOTAL CASH AND INVESTMENTS - CITY	\$ 63,090,180	\$ 63,470,052		

(1) The weighted average Book Yield as operating and capital funds for the month ended 06/30/21 was 0.64%.

American Canyon Fire Protection District



<u>Description</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Book Yield ⁽²⁾</u>	<u>% of Portfolio</u>
Cash - Westamerica Bank	\$ 289,137	289,137	0.18%	4.19%
Local Agency Investment Fund	6,605,387	6,613,775	0.30%	95.81%
TOTAL CASH AND INVESTMENTS - FIRE	\$ 6,894,524	\$ 6,902,912		100.00%

(2) The weighted average yield for the month ended 06/30/21 was 0.29%.

The investments, as shown above, are in conformance with the Investment Policy or bond agreements. There are sufficient funds to meet the City's budgeted financial obligations for the next six months.

Respectfully submitted,

Lincoln Bogard
Finance Director/Treasurer



PMIA/LAIF Performance Report as of 07/15/21



PMIA Average Monthly Effective Yields⁽¹⁾

Jun	0.262
May	0.315
Apr	0.339

Quarterly Performance Quarter Ended 06/30/21

LAIF Apportionment Rate ⁽²⁾ :	0.33
LAIF Earnings Ratio ⁽²⁾ :	0.0000897371743018
LAIF Fair Value Factor ⁽¹⁾ :	1.00008297
PMIA Daily ⁽¹⁾ :	0.22%
PMIA Quarter to Date ⁽¹⁾ :	0.30%
PMIA Average Life ⁽¹⁾ :	291

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 06/30/21 \$193.3 billion

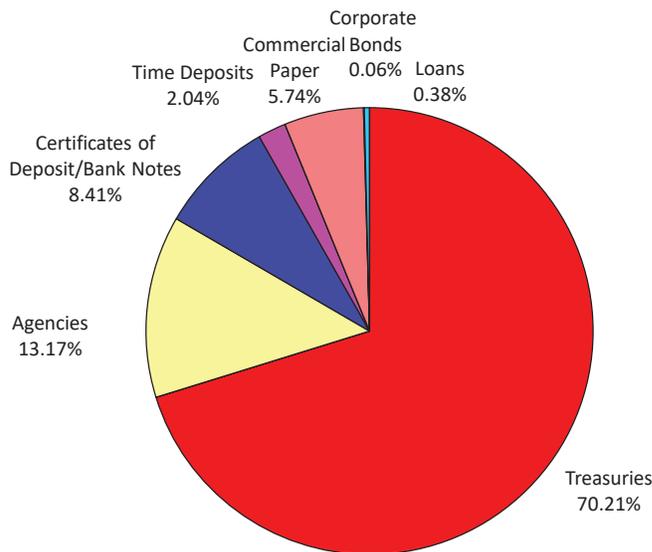


Chart does not include 0.01% of mortgages. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

City of American Canyon

Period Ending June 30, 2021

CHANDLER ASSET MANAGEMENT, INC. | 800.317.4747 | www.chandlerasset.com



Investment Objectives

The investment objectives of the City of American Canyon are first, to provide safety of principal to ensure the preservation of capital in the overall portfolio; second, to provide sufficient liquidity to meet all operating requirements; and third, to earn a commensurate rate of return consistent with the constraints imposed by the safety and liquidity objectives.

Chandler Asset Management Performance Objective

The performance objective for the portfolio is to earn a total rate of return over a market cycle that equals or exceeds the market index, the ICE BAML 1-5 Year Government Index.

Strategy

In order to achieve these objectives, the portfolio invests in high quality fixed income securities consistent with the investment policy and California Government Code.

City of American Canyon

Assets managed by Chandler Asset Management are in full compliance with state law and with the City's investment policy.

Category	Standard	Comment
U.S. Treasury Issues	No Limitation; Full faith and credit of the U.S. are pledged for the payment of principal and interest	Complies
Federal Agencies	25% max per Agency/GSE issuer; 20% max agency callable securities; Federal agency or U.S. government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or U.S. government-sponsored enterprises.	Complies
Municipal Securities	"A" rating category or better by a NRSRO; 30% maximum; 5% max per issuer; Obligations of the City, State of California and any local agency within the state; Bonds of any of the other 49 states in addition to California; Including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state, by any state, or by a department, board, agency, or authority of the local agency, authority of any of the other 49 states, in addition to California.	Complies
Supranational Obligations	"AA" rating category or better by a NRSRO; 30% maximum; 10% max per issuer; U.S. dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development ("IBRD"), the International Finance Corporation ("IFC") or the Inter-American Development Bank ("IADB")	Complies
Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities, Collateralized Mortgage Obligations	"AA" rating category or better by a NRSRO; 20% maximum (combined); 5% max per issuer in Asset-Backed or Commercial Mortgage security issuer; From issuers not defined in sections 3 and 4 of the Allowable Investment Instruments section of the policy.	Complies
Corporate Medium Term Notes	"A" rating category or better by a NRSRO; 30% maximum; 5% max per issuer in medium term notes and commercial paper; Issued by corporations organized and operating within the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S.	Complies
Commercial Paper	"A-1" rated or better by a NRSRO; "A" long-term debt rating category or better by a NRSRO; 25% maximum; 5% max per issuer; 10% max outstanding commercial paper of any single issuer; 270 days max maturity; Issuer is a corporation organized and operating in the U.S. with assets > \$500 million.	Complies
Banker's Acceptances	"A-1" short-term debt rated or better by a NRSRO; or "A" long-term debt rating category or better by a NRSRO; 40% maximum; 5% max per issuer; 180 days max maturity	Complies
Negotiable Certificates of Deposit (NCD)	No rating required if amount of the NCD is covered by FDIC insured limit; If above FDIC insured limit, requires "A-1" short-term rated or "A" long-term issuer rating category or better by a NRSRO; 30% maximum (combined with CDARS); 5% max per issuer; Issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally-licensed or state-licensed branch of a foreign bank.	Complies
Certificates of Deposit (CD)/Time Deposit (TD) (FDIC Insured/ Collateralized)	20% maximum combined FDIC insured and collateralized time deposits; For FDIC insured CDs, amount per institution is limited to maximum covered under FDIC.	Complies
Mutual Funds and Money Market Mutual Funds	Highest rating or "AAA" rated by two NRSROs; or SEC registered investment adviser with AUM >\$500 million and experience > 5 years; 20% maximum in Mutual Funds and Money Market Mutual Funds; 10% max per one Mutual Fund; 20% maximum per one Money Market Mutual Fund.	Complies
Local Agency Investment Fund (LAIF)	Maximum amount permitted by LAIF; Not used by investment adviser	Complies
Local Government Investment Pools (LGIP)	No issuer limitation for LGIP; Not used by investment adviser	Complies
Repurchase Agreements	1 year max maturity; 102% collateralized; Not used by investment adviser	Complies
Prohibited Securities	Inverse floaters; Ranges notes, Mortgage-derived, Interest-only strips; Zero interest accrual securities; Futures and Options; Purchasing/ Selling securities on margin; Reverse repurchase agreements; Foreign currency denominated securities	Complies
Minimum Budgeted Operating Expenditures in Short Term Investments	Minimum 6 months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements	Complies
Max Per Issuer	5% max per issuer unless otherwise specified in the policy	Complies
Maximum Maturity	5 years	Complies

Portfolio Characteristics

As of June 30, 2021

City of American Canyon

	6/30/2021		3/31/2021
	Benchmark*	Portfolio	Portfolio
Average Maturity (yrs)	2.66	2.79	2.83
Average Modified Duration	2.59	2.55	2.62
Average Purchase Yield	n/a	1.62%	1.70%
Average Market Yield	0.41%	0.47%	0.47%
Average Quality**	NR	AA/Aa1	AA/Aa1
Total Market Value		17,000,085	16,961,909

*ICE BAML 1-5 Year US Treasury/Agency Index

**Benchmark is a blended rating of S&P, Moody's, and Fitch. Portfolio is S&P and Moody's respectively.

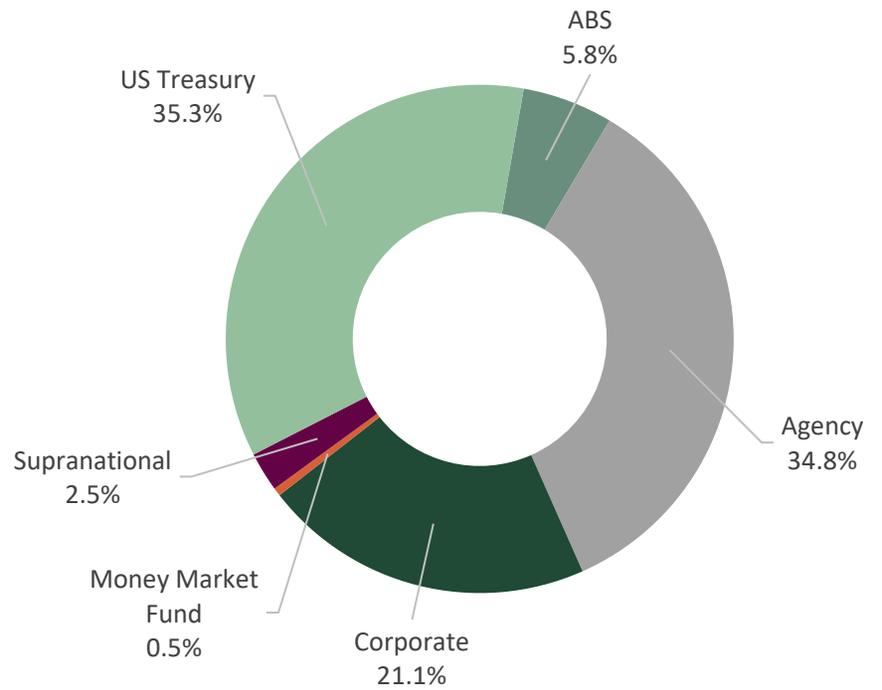
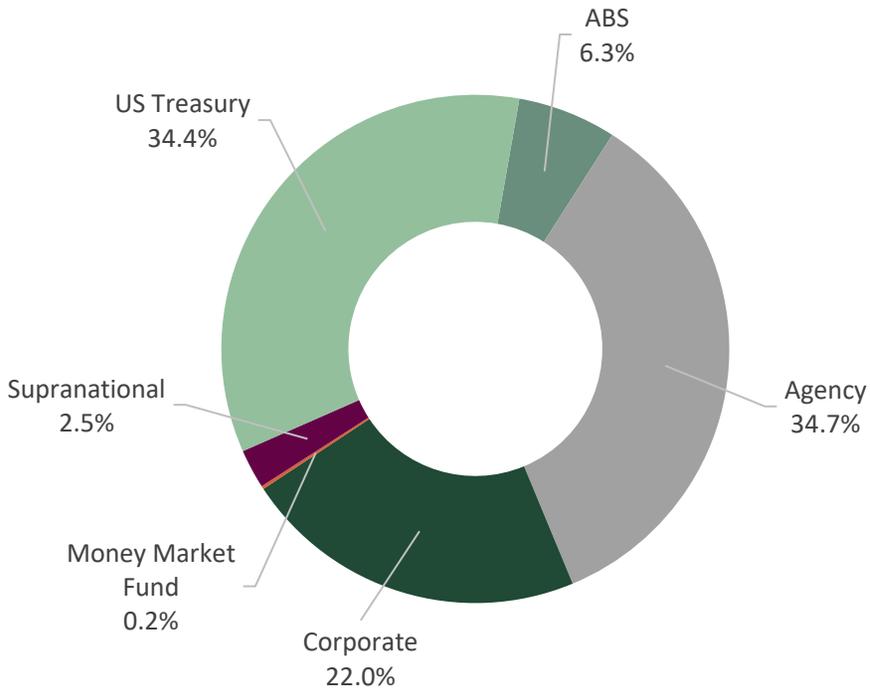
Sector Distribution

As of June 30, 2021

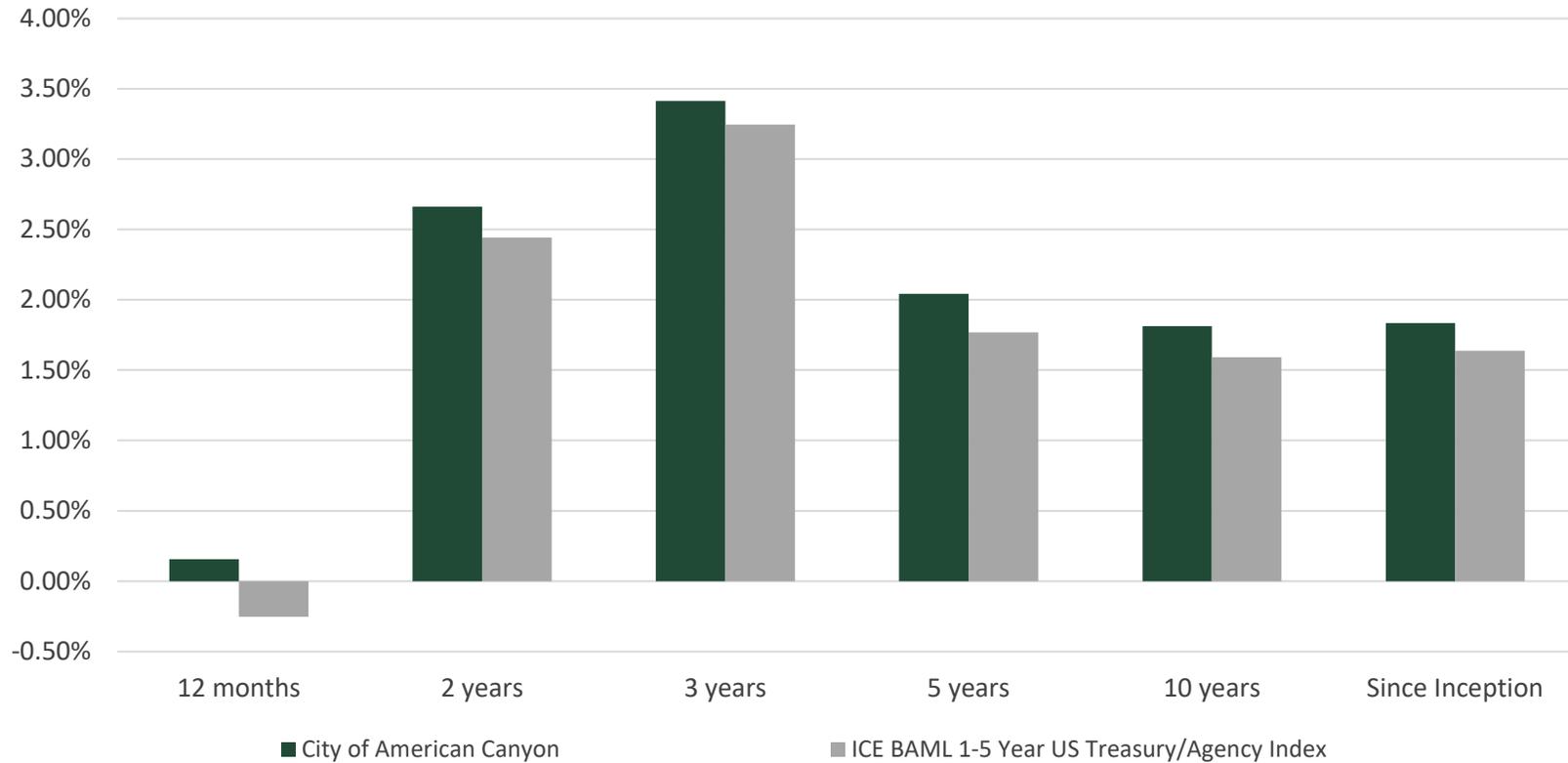
City of American Canyon

June 30, 2021

March 31, 2021



City of American Canyon Total Rate of Return Annualized Since Inception 06/30/2010



TOTAL RATE OF RETURN	Annualized						
	3 months	12 months	2 years	3 years	5 years	10 years	Since Inception
City of American Canyon	0.23%	0.16%	2.66%	3.41%	2.04%	1.81%	1.84%
ICE BAML 1-5 Year US Treasury/Agency Index	0.11%	-0.25%	2.44%	3.25%	1.77%	1.59%	1.64%
LAIF Returns							
LAIF	0.08%	0.52%	1.23%	1.57%	1.36%	0.85%	0.81%

Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains and losses in the portfolio.

Holdings Report

As of June 30, 2021

City of American Canyon - Account #10130

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
43814UAG4	Honda Auto Receivables Trust 2018-2 A3 3.010% Due 05/18/2022	3,414.11	05/22/2018 3.03%	3,414.03 3,414.09	100.20 0.16%	3,420.95 3.71	0.02% 6.86	NR / AAA AAA	0.88 0.07
43815HAC1	Honda Auto Receivables Trust 2018-3 A3 2.950% Due 08/22/2022	22,414.67	08/21/2018 2.98%	22,411.60 22,413.79	100.52 0.30%	22,530.96 18.37	0.13% 117.17	Aaa / NR AAA	1.15 0.20
47788EAC2	John Deere Owner Trust 2018-B A3 3.080% Due 11/15/2022	17,962.10	07/18/2018 3.10%	17,960.73 17,961.66	100.51 0.14%	18,054.50 24.59	0.11% 92.84	Aaa / NR AAA	1.38 0.17
43813RAC1	Honda Auto Receivables 2020-1 A3 1.610% Due 04/22/2024	60,000.00	02/19/2020 1.62%	59,988.24 59,992.05	101.39 0.32%	60,835.86 26.83	0.36% 843.81	Aaa / NR AAA	2.81 1.07
89232HAC9	Toyota Auto Receivable Own 2020-A A3 1.660% Due 05/15/2024	165,000.00	06/17/2020 0.68%	168,802.73 167,797.38	101.31 0.24%	167,154.90 121.73	0.98% (642.48)	Aaa / AAA NR	2.88 0.92
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.930% Due 07/15/2024	125,000.00	10/16/2019 1.94%	124,993.40 124,995.76	101.24 0.29%	126,554.63 107.22	0.75% 1,558.87	Aaa / AAA NR	3.04 0.76
89237VAB5	Toyota Auto Receivables Trust 2020-C A3 0.440% Due 10/15/2024	80,000.00	07/21/2020 0.44%	79,993.84 79,995.20	100.24 0.24%	80,192.96 15.64	0.47% 197.76	Aaa / AAA NR	3.30 1.18
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.370% Due 10/18/2024	90,000.00	09/22/2020 0.38%	89,986.78 89,989.96	100.13 0.28%	90,115.74 12.03	0.53% 125.78	NR / AAA AAA	3.30 1.43
47787NAC3	John Deere Owner Trust 2020-B A3 0.510% Due 11/15/2024	25,000.00	07/14/2020 0.52%	24,996.19 24,997.22	100.25 0.29%	25,062.03 5.67	0.15% 64.81	Aaa / NR AAA	3.38 1.13
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.400% Due 11/15/2024	80,000.00	06/22/2021 0.40%	79,993.96 79,993.97	99.95 0.42%	79,960.48 1.78	0.47% (33.49)	NR / AAA AAA	3.38 2.06
92290BAA9	Verizon Owner Trust 2020-B A 0.470% Due 02/20/2025	125,000.00	08/04/2020 0.48%	124,973.75 124,978.88	100.27 0.30%	125,336.13 17.95	0.74% 357.25	Aaa / NR AAA	3.65 1.58
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.380% Due 05/15/2025	90,000.00	10/20/2020 0.39%	89,979.27 89,983.50	100.07 0.34%	90,059.85 15.20	0.53% 76.35	NR / AAA AAA	3.88 1.76
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.260% Due 05/15/2025	40,000.00	02/02/2021 0.27%	39,992.58 39,993.52	99.91 0.32%	39,965.44 4.62	0.24% (28.08)	Aaa / NR AAA	3.88 1.58
47788UAC6	John Deere Owner Trust 2021-A A3 0.360% Due 09/15/2025	60,000.00	03/02/2021 0.37%	59,988.47 59,989.46	99.87 0.43%	59,922.30 9.60	0.35% (67.16)	Aaa / NR AAA	4.21 1.92
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.380% Due 09/15/2025	75,000.00	04/20/2021 0.38%	74,992.11 74,992.56	99.97 0.40%	74,976.53 12.67	0.44% (16.03)	NR / AAA AAA	4.21 2.11
TOTAL ABS		1,058,790.88	0.81%	1,062,467.68 1,061,489.00	0.31%	1,064,143.26 397.61	6.26% 2,654.26	Aaa / AAA Aaa	3.32 1.34

Holdings Report

As of June 30, 2021

City of American Canyon - Account #10130

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
Agency									
313378CR0	FHLB Note 2.250% Due 03/11/2022	225,000.00	06/19/2017 1.86%	228,969.00 225,582.12	101.51 0.09%	228,393.23 1,546.88	1.35% 2,811.11	Aaa / AA+ NR	0.70 0.69
3135G0T45	FNMA Note 1.875% Due 04/05/2022	300,000.00	05/05/2017 1.99%	298,350.00 299,744.17	101.37 0.08%	304,105.80 1,343.75	1.80% 4,361.63	Aaa / AA+ AAA	0.76 0.76
3135G0T94	FNMA Note 2.375% Due 01/19/2023	300,000.00	03/28/2018 2.70%	295,641.00 298,593.31	103.37 0.20%	310,113.90 3,206.25	1.84% 11,520.59	Aaa / AA+ AAA	1.56 1.52
3137EAEN5	FHLMC Note 2.750% Due 06/19/2023	300,000.00	07/16/2018 2.88%	298,254.00 299,302.77	104.91 0.25%	314,720.10 275.00	1.85% 15,417.33	Aaa / AA+ AAA	1.97 1.93
3135G05G4	FNMA Note 0.250% Due 07/10/2023	185,000.00	07/08/2020 0.32%	184,602.25 184,731.56	99.99 0.26%	184,978.91 219.69	1.09% 247.35	Aaa / AA+ AAA	2.03 2.02
313383YJ4	FHLB Note 3.375% Due 09/08/2023	450,000.00	Various 3.04%	456,704.50 453,052.73	106.58 0.35%	479,605.50 4,767.19	2.85% 26,552.77	Aaa / AA+ NR	2.19 2.11
3130A0F70	FHLB Note 3.375% Due 12/08/2023	325,000.00	Various 2.74%	334,479.75 329,696.29	107.34 0.35%	348,869.30 700.79	2.06% 19,173.01	Aaa / AA+ AAA	2.44 2.36
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	320,000.00	Various 1.96%	333,798.40 328,167.03	106.99 0.49%	342,369.60 434.44	2.02% 14,202.57	Aaa / AA+ NR	2.96 2.85
3133EKVV4	FFCB Note 1.850% Due 07/26/2024	175,000.00	08/13/2019 1.65%	176,689.80 176,047.71	104.16 0.48%	182,280.53 1,393.92	1.08% 6,232.82	Aaa / AA+ AAA	3.07 2.97
3130A2UW4	FHLB Note 2.875% Due 09/13/2024	200,000.00	10/10/2019 1.58%	212,202.00 207,935.71	107.44 0.53%	214,880.00 1,725.00	1.27% 6,944.29	Aaa / AA+ AAA	3.21 3.06
3135G0W66	FNMA Note 1.625% Due 10/15/2024	150,000.00	11/08/2019 1.80%	148,755.00 149,168.15	103.59 0.52%	155,385.30 514.58	0.92% 6,217.15	Aaa / AA+ AAA	3.30 3.20
3135G0X24	FNMA Note 1.625% Due 01/07/2025	325,000.00	Various 1.19%	331,637.25 329,833.78	103.56 0.60%	336,578.78 2,552.60	1.99% 6,745.00	Aaa / AA+ AAA	3.53 3.40
3137EAEP0	FHLMC Note 1.500% Due 02/12/2025	365,000.00	02/13/2020 1.52%	364,718.95 364,796.41	103.21 0.60%	376,708.47 2,113.96	2.23% 11,912.06	Aaa / AA+ AAA	3.62 3.51
3130A4CH3	FHLB Note 2.375% Due 03/14/2025	300,000.00	03/19/2020 1.18%	317,331.00 312,874.46	106.34 0.64%	319,025.70 2,117.71	1.89% 6,151.24	Aaa / AA+ AAA	3.71 3.54
3130AJHU6	FHLB Note 0.500% Due 04/14/2025	210,000.00	06/04/2020 0.53%	209,721.12 209,782.59	99.44 0.65%	208,834.08 224.58	1.23% (948.51)	Aaa / AA+ AAA	3.79 3.74
3135G03U5	FNMA Note 0.625% Due 04/22/2025	145,000.00	04/22/2020 0.67%	144,701.30 144,772.21	99.91 0.65%	144,873.27 173.70	0.85% 101.06	Aaa / AA+ AAA	3.81 3.76
3135G04Z3	FNMA Note 0.500% Due 06/17/2025	360,000.00	06/17/2020 0.54%	359,254.80 359,408.82	99.41 0.65%	357,880.32 70.00	2.11% (1,528.50)	Aaa / AA+ AAA	3.97 3.92

Holdings Report

As of June 30, 2021

City of American Canyon - Account #10130

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
3137EAEU9	FHLMC Note 0.375% Due 07/21/2025	190,000.00	07/21/2020 0.48%	189,053.80 189,231.73	98.63 0.72%	187,397.19 316.67	1.10% (1,834.54)	Aaa / AA+ AAA	4.06 4.01
3135G05X7	FNMA Note 0.375% Due 08/25/2025	305,000.00	08/25/2020 0.47%	303,572.60 303,813.63	98.56 0.73%	300,600.68 400.31	1.77% (3,212.95)	Aaa / AA+ AAA	4.16 4.10
3137EAEX3	FHLMC Note 0.375% Due 09/23/2025	280,000.00	09/23/2020 0.44%	279,157.20 279,286.12	98.47 0.74%	275,728.32 285.83	1.62% (3,557.80)	Aaa / AA+ AAA	4.24 4.18
3135G06G3	FNMA Note 0.500% Due 11/07/2025	300,000.00	11/09/2020 0.57%	298,926.00 299,062.24	98.91 0.75%	296,738.70 225.00	1.75% (2,323.54)	Aaa / AA+ AAA	4.36 4.29
TOTAL Agency		5,710,000.00	1.53%	5,766,519.72 5,744,883.54	0.49%	5,870,067.68 24,607.85	34.67% 125,184.14	Aaa / AA+ Aaa	2.98 2.91
Corporate									
594918BP8	Microsoft Callable Note Cont 7/8/2021 1.550% Due 08/08/2021	190,000.00	Various 1.59%	189,639.80 189,992.40	100.02 0.49%	190,044.65 1,169.82	1.12% 52.25	Aaa / AAA AAA	0.11 0.02
91159HHP8	US Bancorp Callable Note Cont 12/23/2021 2.625% Due 01/24/2022	200,000.00	05/23/2017 2.36%	202,328.00 200,282.80	101.17 0.19%	202,333.80 2,289.58	1.20% 2,051.00	A1 / A+ A+	0.57 0.47
084670BR8	Berkshire Hathaway Callable Note Cont 1/15/2023 2.750% Due 03/15/2023	200,000.00	04/20/2018 3.28%	195,276.00 198,354.80	103.77 0.30%	207,537.80 1,619.44	1.23% 9,183.00	Aa2 / AA A+	1.71 1.51
58933YAF2	Merck & Co Note 2.800% Due 05/18/2023	75,000.00	10/26/2018 3.41%	73,074.00 74,204.55	104.67 0.31%	78,505.65 250.83	0.46% 4,301.10	A1 / A+ A+	1.88 1.84
931142EK5	Wal-Mart Stores Callable Note Cont 5/26/2023 3.400% Due 06/26/2023	135,000.00	Various 3.41%	134,964.95 134,986.08	105.98 0.25%	143,067.06 63.75	0.84% 8,080.98	Aa2 / AA AA	1.99 1.86
06406RAJ6	Bank of NY Mellon Corp Note 3.450% Due 08/11/2023	200,000.00	08/24/2018 3.42%	200,306.00 200,130.42	106.50 0.36%	213,009.60 2,683.33	1.27% 12,879.18	A1 / A AA-	2.12 2.03
808513AY1	Charles Schwab Corp Callable Note Cont 1/1/2024 3.550% Due 02/01/2024	180,000.00	02/19/2019 3.19%	182,914.20 181,524.87	107.66 0.47%	193,789.26 2,662.50	1.16% 12,264.39	A2 / A A	2.59 2.38
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.550% Due 03/05/2024	190,000.00	03/06/2019 2.97%	190,991.80 190,531.79	105.06 0.52%	199,616.28 2,173.39	1.19% 9,084.49	A2 / A- AA-	2.68 1.63
037833CU2	Apple Inc Callable Note Cont 3/11/2024 2.850% Due 05/11/2024	225,000.00	05/17/2019 2.72%	226,332.00 225,766.06	106.14 0.55%	238,805.33 890.63	1.41% 13,039.27	Aa1 / AA+ NR	2.87 2.60
023135BW5	Amazon.com Inc Callable Note Cont 11/12/2021 0.450% Due 05/12/2024	135,000.00	05/10/2021 0.50%	134,802.90 134,811.89	99.81 0.52%	134,747.55 82.69	0.79% (64.34)	A1 / AA AA-	2.87 2.84
02665WCZ2	American Honda Finance Note 2.400% Due 06/27/2024	200,000.00	07/10/2019 2.49%	199,166.00 199,497.39	105.00 0.71%	209,998.60 53.33	1.24% 10,501.21	A3 / A- NR	2.99 2.90
46647PAU0	JP Morgan Chase & Co Callable Note 1X 7/23/2023 3.797% Due 07/23/2024	200,000.00	09/12/2019 2.10%	210,574.00 206,671.41	106.54 0.60%	213,080.60 3,332.92	1.27% 6,409.19	A2 / A- AA-	3.07 1.97

City of American Canyon - Account #10130

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
00440EAS6	Chubb INA Holdings Inc Note 3.150% Due 03/15/2025	200,000.00	02/24/2021 0.83%	218,428.00 216,869.47	108.13 0.92%	216,259.40 1,855.00	1.28% (610.07)	A3 / A A	3.71 3.49
30231GBH4	Exxon Mobil Corp Callable Note Cont 2/19/2025 2.992% Due 03/19/2025	195,000.00	01/20/2021 0.77%	212,735.25 210,864.69	107.29 0.95%	209,224.08 1,653.08	1.24% (1,640.61)	Aa2 / AA- NR	3.72 3.44
06367WB85	Bank of Montreal Note 1.850% Due 05/01/2025	205,000.00	03/24/2021 1.15%	210,750.25 210,377.66	103.41 0.94%	211,991.94 632.08	1.25% 1,614.28	A2 / A- AA-	3.84 3.70
747525AF0	Qualcomm Inc Callable Note Cont 2/20/2025 3.450% Due 05/20/2025	190,000.00	05/27/2020 1.13%	211,293.30 206,629.16	109.85 0.70%	208,722.22 746.54	1.23% 2,093.06	A2 / A- NR	3.89 3.44
61747YEA9	Morgan Stanley Callable Note Cont 5/30/2024 0.790% Due 05/30/2025	215,000.00	05/26/2021 0.73%	215,113.50 215,111.17	99.60 0.93%	214,144.30 141.55	1.26% (966.87)	A1 / BBB+ A	3.92 2.87
78015K7H1	Royal Bank of Canada Note 1.150% Due 06/10/2025	200,000.00	04/22/2021 1.01%	201,120.00 201,070.92	100.57 1.00%	201,142.40 134.17	1.18% 71.48	A2 / A AA	3.95 3.85
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.150% Due 05/15/2026	45,000.00	Various 1.08%	45,145.65 45,144.45	100.05 1.14%	45,023.18 60.38	0.27% (121.27)	A3 / A+ A	4.88 4.64
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 06/18/2026	180,000.00	06/15/2021 1.13%	179,920.80 179,921.36	99.77 1.17%	179,594.64 73.13	1.06% (326.72)	A1 / A+ A+	4.97 4.81
TOTAL Corporate		3,560,000.00	1.93%	3,634,876.40 3,622,743.34	0.65%	3,710,638.34 22,568.14	21.96% 87,895.00	A1 / A+ AA-	2.89 2.56
Money Market Fund									
31846V203	First American Govt Obligation Fund Class Y	31,861.75	Various 0.01%	31,861.75 31,861.75	1.00 0.01%	31,861.75 0.00	0.19% 0.00	Aaa / AAA AAA	0.00 0.00
TOTAL Money Market Fund		31,861.75	0.01%	31,861.75	0.01%	0.00	0.00	Aaa / AAA Aaa	0.00 0.00
Supranational									
459058JB0	Intl. Bank Recon & Development Note 0.625% Due 04/22/2025	180,000.00	04/15/2020 0.70%	179,303.40 179,469.35	99.68 0.71%	179,418.60 215.63	1.06% (50.75)	Aaa / AAA NR	3.81 3.75
459058JL8	Intl. Bank Recon & Development Note 0.500% Due 10/28/2025	250,000.00	10/21/2020 0.52%	249,717.50 249,755.56	98.81 0.78%	247,023.75 218.75	1.45% (2,731.81)	Aaa / AAA AAA	4.33 4.27
TOTAL Supranational		430,000.00	0.60%	429,020.90 429,224.91	0.75%	426,442.35 434.38	2.51% (2,782.56)	Aaa / AAA Aaa	4.11 4.05

City of American Canyon - Account #10130

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US Treasury									
912828V72	US Treasury Note 1.875% Due 01/31/2022	275,000.00	Various 1.91%	274,603.46 274,953.78	101.05 0.09%	277,878.98 2,150.81	1.65% 2,925.20	Aaa / AA+ AAA	0.59 0.58
912828J76	US Treasury Note 1.750% Due 03/31/2022	300,000.00	04/25/2017 1.85%	298,583.04 299,785.09	101.24 0.10%	303,726.60 1,319.67	1.79% 3,941.51	Aaa / AA+ AAA	0.75 0.75
912828XR6	US Treasury Note 1.750% Due 05/31/2022	225,000.00	06/28/2017 1.81%	224,403.10 224,889.06	101.51 0.11%	228,392.55 333.50	1.35% 3,503.49	Aaa / AA+ AAA	0.92 0.91
912828XW5	US Treasury Note 1.750% Due 06/30/2022	300,000.00	07/25/2017 1.86%	298,407.26 299,677.91	101.64 0.11%	304,910.10 14.27	1.79% 5,232.19	Aaa / AA+ AAA	1.00 1.00
912828L24	US Treasury Note 1.875% Due 08/31/2022	375,000.00	09/27/2017 1.92%	374,239.54 374,819.82	102.04 0.13%	382,646.63 2,350.12	2.26% 7,826.81	Aaa / AA+ AAA	1.17 1.15
912828L57	US Treasury Note 1.750% Due 09/30/2022	550,000.00	Various 2.08%	541,794.93 547,881.83	102.01 0.14%	561,064.35 2,419.40	3.31% 13,182.52	Aaa / AA+ AAA	1.25 1.24
912828M49	US Treasury Note 1.875% Due 10/31/2022	400,000.00	Various 2.35%	391,550.78 397,617.43	102.30 0.15%	409,203.20 1,263.59	2.41% 11,585.77	Aaa / AA+ AAA	1.34 1.32
9128284D9	US Treasury Note 2.500% Due 03/31/2023	350,000.00	Various 2.73%	346,310.55 348,695.71	103.98 0.22%	363,945.40 2,199.46	2.15% 15,249.69	Aaa / AA+ AAA	1.75 1.71
912828R69	US Treasury Note 1.625% Due 05/31/2023	200,000.00	05/30/2018 2.67%	190,289.06 196,282.61	102.64 0.25%	205,273.40 275.27	1.21% 8,990.79	Aaa / AA+ AAA	1.92 1.89
912828U57	US Treasury Note 2.125% Due 11/30/2023	300,000.00	Various 2.56%	294,125.00 297,072.45	104.32 0.33%	312,949.20 539.96	1.84% 15,876.75	Aaa / AA+ AAA	2.42 2.36
912828V80	US Treasury Note 2.250% Due 01/31/2024	150,000.00	03/28/2019 2.21%	150,304.69 150,162.59	104.85 0.36%	157,271.55 1,407.80	0.93% 7,108.96	Aaa / AA+ AAA	2.59 2.50
912828WJ5	US Treasury Note 2.500% Due 05/15/2024	200,000.00	06/10/2019 1.91%	205,515.63 203,214.39	105.93 0.42%	211,867.20 638.59	1.25% 8,652.81	Aaa / AA+ AAA	2.88 2.78
912828YH7	US Treasury Note 1.500% Due 09/30/2024	450,000.00	Various 1.65%	446,798.83 447,854.72	103.18 0.51%	464,326.20 1,696.72	2.74% 16,471.48	Aaa / AA+ AAA	3.25 3.17
912828J7	US Treasury Note 2.125% Due 11/30/2024	225,000.00	12/12/2019 1.76%	228,875.98 227,666.61	105.34 0.55%	237,014.55 404.97	1.40% 9,347.94	Aaa / AA+ AAA	3.42 3.30
912828J27	US Treasury Note 2.000% Due 02/15/2025	400,000.00	03/04/2020 0.72%	424,921.88 418,264.10	105.02 0.60%	420,078.00 3,005.52	2.49% 1,813.90	Aaa / AA+ AAA	3.63 3.48
912828ZC7	US Treasury Note 1.125% Due 02/28/2025	100,000.00	03/19/2020 0.72%	101,984.38 101,470.16	101.85 0.61%	101,851.60 376.02	0.60% 381.44	Aaa / AA+ AAA	3.67 3.58
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	275,000.00	12/28/2020 0.38%	274,924.80 274,932.50	98.24 0.78%	270,155.33 87.35	1.59% (4,777.17)	Aaa / AA+ AAA	4.42 4.37

Holdings Report

As of June 30, 2021

City of American Canyon - Account #10130

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
91282CBC4	US Treasury Note 0.375% Due 12/31/2025	170,000.00	01/27/2021 0.39%	169,840.63 169,854.28	98.14 0.80%	166,845.65 1.73	0.98% (3,008.63)	Aaa / AA+ AAA	4.51 4.45
91282CBT7	US Treasury Note 0.750% Due 03/31/2026	450,000.00	03/30/2021 0.91%	446,396.48 446,578.04	99.60 0.84%	448,189.65 848.36	2.64% 1,611.61	Aaa / AA+ AAA	4.75 4.65
TOTAL US Treasury		5,695,000.00	1.73%	5,701,673.08	0.36%	21,333.11	125,917.06	Aaa / AA+ Aaa	2.35 2.30
TOTAL PORTFOLIO		16,485,652.63	1.62%	16,608,616.47 16,591,875.62	0.47%	16,930,743.52 69,341.09	100.00% 338,867.90	Aa1 / AA Aaa	2.79 2.55
TOTAL MARKET VALUE PLUS ACCRUALS						17,000,084.61			



TITLE

NCFCWCD Stream Maintenance Agreement, Amendment No. 1

RECOMMENDATION

Adopt a [Resolution](#) approving Amendment No. 1 to Stream Maintenance Agreement No. 2018-172 with the Napa County Flood Control and Water Conservation District.

CONTACT

Erica Ahmann Smithies, Public Works Director

BACKGROUND & ANALYSIS

There are approximately 7.5-miles of streams within the City limits. Routine maintenance of the City streams enhances and protects these natural resources, as well as provides flood protection by maintaining their conveyance capacity. Stream maintenance activities include sediment removal, debris removal, and vegetation management. Sediment removal includes removal of sediment from culverts or concrete aprons at bridges. Vegetation management includes removal of downed trees, invasive plant control, tree pruning, and mowing. All maintenance activities must be performed with a level of expertise that ensures appropriate impact avoidance and minimization measures are in place to protect and enhance habitat.

Several regulatory agencies, including the San Francisco Bay Regional Water Quality Control Board, California Department of Fish and Wildlife, and U.S. Army Corps of Engineers, regulate activities related to stream maintenance. The San Francisco Bay Regional Water Quality Control Board has expressed interest in regulating, or permitting, stream maintenance on a watershed level, rather than on an individual City or agency basis. The City and District are both part of the Napa River Watershed and share overlapping responsibilities for stream and watershed maintenance. In addition, the City's creeks and streams are included in the District's Stream Maintenance Program, which is approved by aforementioned regulatory agencies (the City alone does not have such approval).

On September 4, 2018, City Council adopted Resolution No. 2018-99, authorizing Stream Maintenance Agreement (Agreement) No. 2018-172 ([Attachment 3](#)) with the Napa County Flood Control and Water Conservation District (District). The Agreement between the City and District provides for a collaborative approach to stream maintenance and a watershed-based management approach, simplifies regulatory permitting, minimizes duplication of staffing and financial efforts, and leverages technical experts.

Based on the successful collaboration between the City and District over the past three years, City staff is recommending the approval of Amendment No. 1 to the Agreement with the District ([Attachment 2](#)), extending the term of the Agreement to June 30, 2022 with the option to extend it one additional year. The City will continue to retain the flexibility to identify and approve all work done in the streams within the City limits.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

The FY 2021/22 General Fund Budget Line Item 100-50-525-42160 (Professional Services) includes sufficient funds to implement the recommended action. General fund expenditures incurred for stream maintenance are eligible for reimbursement by Fund 210 - Measure A. The City reimburses the District on a time and materials basis with a total contract not to exceed \$100,000 on an annual basis.

ENVIRONMENTAL REVIEW

The Recommended Action is Categorically Exempt from the California Environmental Quality Act ("CEQA") as an action by a regulatory agency as authorized by state law, local ordinance or resolution for the protection of natural resources under State CEQA Guidelines Section 15307 and the environment under CEQA Guidelines Section 15308. All required environmental permitting for actual work performed would be obtained by the District.

ATTACHMENTS:

- [1. Resolution - NCFWCD Creek Maintenance Amendment](#)
- [2. Exhibit A - Amendment #1](#)
- [3. Stream Maintenance Agreement No. 2018-172](#)

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON APPROVING AMENDMENT NO. 1 TO STREAM MAINTENANCE AGREEMENT NO. 2018-172 WITH THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT.

WHEREAS, On September 4, 2018, City Council adopted Resolution No. 2018-99, authorizing Stream Maintenance Agreement (Agreement) No. 2018-172 with the Napa County Flood Control and Water Conservation District (District); and

WHEREAS, the Agreement between the City and District provides for a collaborative approach to stream maintenance and a watershed-based management approach, simplifies regulatory permitting, minimizes duplication of staffing and financial efforts, and leverages technical experts; and

WHEREAS, based on the successful collaboration between the City and District over the past three years, City staff is recommending the approval of Amendment No. 1 to the Agreement with the District, extending the term of the Agreement to June 30, 2022 with the option to extend it one additional year; and

WHEREAS, the FY 2021/22 General Fund Budget Line Item 100-50-525-42160 includes sufficient funds to implement the recommended action with expenditures incurred for stream maintenance eligible for reimbursement by Fund 210 - Measure A.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby approves Amendment No. 1 to Stream Maintenance Agreement No. 2018-172 with the Napa County Flood Control and Water Conservation District attached hereto as Exhibit A and incorporated herein.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 17th day of August, 2021, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Leon Garcia, Mayor

ATTEST:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

**AMENDMENT NO. 1
NAPA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT AGREEMENT NO. 190123B (FC)
CITY OF AMERICAN CANYON AGREEMENT NO. 2018-172**

THIS AMENDMENT NO. 1 (“Amendment”) to **Napa County Flood Control And Water Conservation District Agreement No. 190123B (FC), City Of American Canyon Agreement No. 2018-172** (“Agreement”) is made and entered into as of the _____ day of _____, 2021, by and between the NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (“DISTRICT”), a special district of the State of California, and the CITY OF AMERICAN CANYON (“CITY”), a municipal corporation.

RECITALS

WHEREAS, DISTRICT and CITY entered into the Agreement as of September 18th, 2018; and

WHEREAS, the Agreement provided for the DISTRICT to conduct those particular stream maintenance activities identified in the Annual Work Plan agreed upon by the CITY and DISTRICT at an annual coordination meeting; and

WHEREAS, CITY wishes for DISTRICT to continue to conduct those specialized services, and DISTRICT is willing and able to conduct such activities; and

WHEREAS, DISTRICT and CITY now desire to modify the provisions of the Agreement, to extend the term of the Agreement for a maximum of five years, to increase the maximum total compensation from \$100,000 total to \$100,000 per year, and to update the rate sheet.

TERMS

NOW, THEREFORE, DISTRICT and CITY hereby agree to amend the Agreement as follows:

1. Paragraph 1 of the Agreement is hereby amended in full to read as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on July 1, 2018, and shall expire on June 30, 2022, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CITY to DISTRICT shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15

(Confidentiality), 20 (Taxes), and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed five (5) total years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. Such notice of nonrenewal may be given on behalf of DISTRICT Executive Officer or designee thereof. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. Paragraph 3 of the Agreement is hereby amended in full to read as follows:

3. Compensation.

(a) Rates. In consideration of DISTRICT's fulfillment of the promised work, CITY shall pay DISTRICT at the rates set forth in Exhibit "B-1," attached hereto and incorporated by reference herein. CITY shall reimburse DISTRICT for its documented costs up to the annual limit stated above for conducting maintenance activities described in the Annual Work Plan developed at the annual coordination meeting. DISTRICT shall conduct the particular maintenance activities agreed upon by the CITY and DISTRICT included in the Annual Work Plan and described in Exhibit "A" in the amounts set forth in Exhibit "B-1," attached hereto and incorporated by reference herein.

DISTRICT staff shall record time and expenses for activities performed under this Agreement and shall provide requests for reimbursement of actual costs to CITY on a semi-annual basis. Such activities and costs shall be subject to an annual limit, not to exceed One Hundred Thousand Dollars (\$100,000) without prior written approval of CITY. If DISTRICT identifies maintenance activities that are expected to exceed the annual limit, DISTRICT shall promptly notify CITY and parties shall meet and confer as to a course of action regarding those activities in excess of the maximum limit. DISTRICT rates for the current fiscal year are described in Exhibit "B-1" and will be updated annually and provided to the CITY.

(b) Expenses. Materials and other expenses will be reimbursed by CITY upon submission of an invoice in accordance with the rates and/or in accordance with the provisions set forth in Exhibit "B-1."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

3. It is the intention of the parties that this Amendment shall be deemed effective as of July 1, 2021.

4. Paragraph 17 of the Agreement is hereby amended in full to read as follows:

17. Amendment/Modification. Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.

5. Except as provided in (1), (2), (3) and (4) above, the terms and provisions of the Agreement shall remain in full force and effect as last approved.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to the Napa County Flood Control and Water Conservation District Agreement No. 190123B (FC), City of American Canyon Agreement No. 2018-172 to be executed as of the date first above written.

CITY OF AMERICAN CANYON

By: _____
JASON B. HOLLEY, City Manager
"CITY"

ATTEST:
TARESA GEILFUSS, City Clerk

By: _____

APPROVED AS TO FORM:
WILLIAM D. ROSS, City Attorney

By: _____

**NAPA COUNTY FLOOD CONTROL
AND WATER CONSERVATION
DISTRICT**, a special district of the State of
California

By: _____
BRAD WAGENKNECHT,
Chairperson of the Board of Directors
"DISTRICT"

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: <u>Shana A. Bagley (e-sign)</u> District Counsel</p> <p>Date: <u>July 22, 2021</u></p>	<p>APPROVED BY THE BOARD OF DIRECTORS OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Secretary of the District Board</p>	<p>ATTEST: NEHA HOSKINS Secretary of the District Board</p> <p>By: _____</p>
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EXHIBIT B-1

HOURLY STAFF RATES AND EXPENSE REIMBURSEMENT TERMS

Richard Thomasser	Deputy Director Public Works	\$141.70
Michael Gordon	Watershed and Flood Control Resources Specialist	\$104.95
Leif Bryant	Engineering Technician III	\$97.29
Jeremy Sarrow	Watershed and Flood Control Resources Specialist	\$110.61
Sarah Geiss	Staff Services Analyst I	\$68.96
Kat Chambers	Public Works Accounting Assistant	\$71.46
Krista Reif	Senior Office Assistant	\$53.97

DISTRICT, NAPA COUNTY RESOURCE CONSERVATION DISTRICT, maintenance contractor, and consultant costs will be reimbursed at cost.

Materials will be reimbursed at cost.

**NAPA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT AGREEMENT NO. 190123B (FC)
CITY OF AMERICAN CANYON AGREEMENT NO. 2018-112**

(Agreement for Maintenance of American Canyon Streams)

THIS AGREEMENT ("Agreement") is made and entered into as this 18th day of September, 2018, by and between the NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ("DISTRICT"), a special district of the State of California, and the CITY OF AMERICAN CANYON ("CITY"), a municipal corporation;

RECITALS

WHEREAS, the maintenance of stream channels within City minimizes the risk of damage to life and property from flooding; and

WHEREAS, CITY seeks to undertake stream maintenance work with the approval and permission of regulatory permitting agencies with jurisdiction over such work; and

WHEREAS, DISTRICT undertakes stream maintenance activities throughout Napa County using methods approved by regulatory permitting agencies under its Stream Maintenance Program; and

WHEREAS, the DISTRICT and the CITY seek to include maintenance of channels that exist within the city limits of American Canyon in the DISTRICT's Stream Maintenance Program; and

WHEREAS, activities undertaken by both the CITY and the DISTRICT are subject to all applicable permit conditions including Best Management Practices described in the DISTRICT's Stream Maintenance Manual; and

WHEREAS, the agreed upon activities undertaken by the DISTRICT and the CITY will be included in the DISTRICT's annual notification and annual report to permitting agencies for its Stream Maintenance Program.

TERMS

NOW, THEREFORE, it is agreed by DISTRICT and CITY as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on July 1, 2018, and shall expire on June 30, 2021, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early

termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of DISTRICT to CITY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), and 21 (Access to Records/Retention).

2. **Scope of Services.** DISTRICT shall conduct those particular maintenance activities identified in the Annual Work Plan agreed upon by the CITY and DISTRICT at an annual coordination meeting. Eligible activities that may be included in the Work Plan are listed in Exhibit "A." The activities will be included in the DISTRICT's annual notification and annual report to permitting agencies for its Stream Maintenance Program.

3. **Compensation.**

(a) **Rates.** In consideration of DISTRICT's fulfillment of the promised work, CITY shall pay DISTRICT at the rates set forth in Exhibit "B," attached hereto and incorporated by reference herein. CITY shall reimburse DISTRICT for its documented costs up to the annual limit stated above for conducting maintenance activities described in the Annual Work Plan developed at the annual coordination meeting. DISTRICT shall conduct the particular maintenance activities agreed upon by the CITY and DISTRICT included in the Annual Work Plan and described in Exhibit "A" in the amounts set forth in Exhibit "B," attached hereto and incorporated by reference herein.

DISTRICT staff shall record time and expenses for activities performed under this Agreement and shall provide requests for reimbursement of actual costs to CITY on a semi-annual basis. Such activities and costs shall be subject to an annual limit, not to exceed \$100,000 without prior written approval of CITY. If DISTRICT identifies maintenance activities that are expected to exceed the annual limit, DISTRICT shall promptly notify CITY and parties shall meet and confer as to a course of action regarding those activities in excess of the maximum limit. DISTRICT rates for the current fiscal year are described in Exhibit "B" and will be updated annually and provided to the CITY.

(b) **Expenses.** Materials and other expenses will be reimbursed by CITY upon submission of an invoice in accordance with the rates and/or in accordance with the provisions set forth in Exhibit "B."

(c) **Maximum Amount.** Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed One Hundred Thousand dollars (\$100,000); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. **Method of Payment.** CITY shall pay the compensation required under Paragraph 3 upon submission of semi-annual invoices by DISTRICT in the manner and subject to the rates set forth in Exhibit "B."

5. **Independent Contractor.** DISTRICT shall perform this Agreement as an independent contractor. DISTRICT and the officers, agents and employees of DISTRICT are not, and shall

not be deemed, CITY employees for any purpose, including workers' compensation and employee benefits. DISTRICT shall, at DISTRICT's own risk and expense, determine the method and manner by which duties imposed on DISTRICT by this Agreement shall be performed; provided, however, that CITY may monitor the work performed by DISTRICT. CITY shall not deduct or withhold any amounts whatsoever from the compensation paid to DISTRICT, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, DISTRICT shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that DISTRICT, including the agents or employees of DISTRICT, shall be the sole providers of the services required by this Agreement. Because the services to be performed by DISTRICT under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, CITY, in addition to any other rights or remedies which CITY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by DISTRICT.

7. **Insurance.** DISTRICT shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, DISTRICT shall provide workers' compensation insurance for the performance of any of DISTRICT's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide CITY with certification of all such coverages upon request by CITY's Risk Manager.

(b) Liability Insurance. Each party shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance:

(1) General Liability. Each party shall obtain and maintain in full force and effect during the term of this Agreement commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, either issued by a company admitted to do business in the State of California and having an A.M. Best Rating of no less than A:VII or by self-insurance satisfactory to other party's risk manager or employee designated by that party to perform such function, or by a combination thereof, covering liability for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of that party under this Agreement except for acts or omissions performed in strict compliance with express direction the other party's governing board, officers or personnel. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability. Each party shall obtain and maintain in full force and effect during the term of this Agreement professional liability/errors and omissions insurance

coverage in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for each occurrence and, where provided through a policy of insurance, issued by a company admitted to do business in the State of California and having an A.M. Best Rating of A: VII or better, covering all professional acts or omissions of that party arising out of or in connection with this Agreement except for those acts or omissions performed in strict compliance with express direction from the other party's governing board, officers or personnel unless such direction was based upon professional advice from the first party or its personnel or other agents under this Agreement.

(3) Comprehensive Automobile Liability Insurance. Each party shall obtain and maintain in full force and effect during the term of this Agreement a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with that party's activities under this Agreement of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.

(c) Certificates of Coverage. Insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of CITY's Risk Manager, demonstrated by other evidence of coverage acceptable to CITY's Risk Manager, which shall be filed by DISTRICT with the prior to commencement of performance of any of DISTRICT's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its CITY number or title and department; shall be kept current during the term of this Agreement; shall provide that CITY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying 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 company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, DISTRICT shall also file with the evidence of coverage an endorsement from the insurance provider naming CITY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, DISTRICT shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of DISTRICT not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of CITY shall pertain only to liability for activities of DISTRICT under this Agreement, and that the insurance provided is primary coverage to CITY with respect to any insurance or self-insurance programs maintained by CITY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by CITY's Risk Manager, DISTRICT shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to CITY's Risk Manager.

(e) Inclusion in Subcontracts. Each party agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.

8. Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, DISTRICT and CITY shall each defend, indemnify and hold harmless each other as well as their appointed or elected officials, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or contractors or their subcontractors, when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. Each party accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of each party under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph 8, each party shall hold the other and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or the other party's actions in this regard.

9. Termination for Cause. If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within twenty (20) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving ten (10) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of DISTRICT for cause.

10. Other Termination. This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the

effective date thereof at least forty (40) days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by CITY unless an opportunity for consultation is provided prior to the effective date of the termination. DISTRICT hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of DISTRICT for the convenience of DISTRICT.

11. **Disposition of, Title to, and Payment for Work Upon Expiration or Termination.** DISTRICT shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that DISTRICT shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of the Agreement by DISTRICT whether or not the Agreement expired or otherwise terminated, and CITY may withhold any payments not yet made to DISTRICT for purpose of setoff until such time as the exact amount of damages due to CITY from DISTRICT is determined.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

DISTRICT

District Engineer
Napa County Flood Control and
Water Conservation District
804 First Street
Napa, California 94558

CITY

Public Works Director
City of American Canyon
4381 Broadway St, Suite 201
American Canyon, CA 94503

14. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** Each party hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Each party also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would

interfere with compliance or induce violation of these policies by the other party's employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective August 23, 2005.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CITY whose performance of services under this Agreement requires access to any portion of the DISTRICT computer network shall sign and have on file with Napa County's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

15. Confidentiality.

a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to the other party which relates to the respective party's past, present, and future activities, as well as activities under this Agreement. Each party shall hold all such information as it may receive, if any, in trust and confidence, except with the prior written approval of the other party. Upon cancellation or expiration of this Agreement, each party shall return to the other party all written and descriptive matter which contains any such confidential information, except that each party may retain for its files a copy of the other party's work product if such product has been made available to the public by that party.

16. No Assignments or Subcontracts.

In General. A consideration of this Agreement is the personal reputation of DISTRICT and/or CITY; therefore, DISTRICT and/or CITY shall not assign any interest in this Agreement or subcontract any of the services either party is to perform hereunder without the prior written consent of the other party hereto, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by DISTRICT and/or CITY, or to perform any of the remaining services required under this Agreement within the same time frame shall be deemed to be reasonable grounds for the other party to withhold its consent to assignment. For purposes of this subparagraph, the consent of CITY may be given by the CITY Manager. CITY expressly agrees that DISTRICT may provide any services set forth in Exhibit "A." Notwithstanding the foregoing provisions, CITY expressly agrees that DISTRICT may subcontract to the entities set forth by name in Exhibit "A."

17. Amendment/Modification. Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only, through its Purchasing Agent or designee (as long as the total contract term, including all renewals, does not exceed three (3) years and the annual aggregate compensation

paid to DISTRICT by CITY under this agreement will not exceed \$61,200 as adjusted annually beginning on July 1, 2013, to reflect the percentage change from April 1 of the prior year to April 1 of the current year in the California Consumer Price Index for all items, as determined by the California Department of Industrial Relations), or through its Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "A."

18. Interpretation; Venue.

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. Compliance with Laws. DISTRICT and CITY shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, each party and its respective subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV, and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV, and AIDS), use of family care leave, or political affiliation or belief. Each party shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, each party shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to one of the parties' services or works required of the other party by the State of California pursuant to agreement between the other and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990

(a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and the party and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. Each party agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of DISTRICT performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. Each party shall make the required documentation available upon request to the other party for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of a party under this Agreement are subcontracted to a third party, the party shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

20. **Taxes.** Each party agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Each party agrees to indemnify and hold the other party harmless from any liability it may incur to the United States or the State of California as a consequence of the other party's failure to pay or withhold, when due, all such taxes and obligations. In the event that a party is audited for compliance regarding any withholding or other applicable taxes or amounts, each party agrees to furnish the other party with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** DISTRICT or CITY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers, and records of the parties which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Except where longer retention is required by any federal or state law, each party shall maintain all required records for at least seven (7) years after CITY makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** DISTRICT and CITY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. DISTRICT and CITY hereby covenant that they presently have no interest not disclosed to the other party and

shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as the other party may consent to in writing prior to the acquisition by the respective party of such conflict. Each party further warrants that it is unaware of any financial or economic interest of any public officer or employee relating to this Agreement. Each party agrees that if such financial interest does exist at the inception of this Agreement, the other may terminate this Agreement immediately upon giving written notice without further obligation by that party to the other party under this Agreement.

(b) Statements of Economic Interest. Each party acknowledges and understands that each party has developed and approved a Conflict of Interest Code as required by state law which requires CITY to file with the Elections Division of the Napa County Assessor-Clerk Recorder “assuming office,” “annual, and “leaving office” Statements of Economic Interest as a “consultant,” as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that DISTRICT, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation.

By executing this Agreement, the CITY hereby determines that DISTRICT has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

24. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

25. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

26. **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.

27. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

28. **Special Terms and Conditions. [RESERVED]**

IN WITNESS THEREOF, DISTRICT and CITY have executed this Agreement as of the date first above written.

CITY OF AMERICAN CANYON
By: [Signature]
JASON HOLLEY, City Manager

“CITY”

ATTEST:
SUELLEN JOHNSTON, City Clerk
By: [Signature]

APPROVED AS TO FORM:
WILLIAM D. ROSS, City Attorney
By: [Signature]

NAPA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT, a special
district of the State of California

By: [Signature]
JILL TECHEL, Chairperson of the
Board of Directors

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: <i>Shana A. Bagley</i> (e-sign) Deputy District Counsel</p> <p>Date: <u>June 13, 2018</u></p>	<p>APPROVED BY THE BOARD OF DIRECTORS OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</p> <p>Date: <u>9/18</u>, 2018</p> <p>Processed by: <u>[Signature]</u> Deputy Secretary of the District Board</p>	<p>ATTEST: JOSE LUIS VALDEZ Secretary of the District Board</p> <p>By: <u>[Signature]</u></p>
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Exhibit A

Eligible Activities for District Maintenance of American Canyon Streams

I. ACTIVITIES THAT MAY BE UNDERTAKEN BY THE DISTRICT:

Permitting:

District staff and consultant costs to develop supporting documents to incorporate CITY into DISTRICT Stream Maintenance Manual and coverage under DISTRICT regulatory permits.

Technical Studies and Biological Monitoring

DISTRICT staff and Napa County Resource Conservation District (“RCD”) staff costs for channel assessments, topographic surveys, pre-project biological monitoring, hydraulic analysis, and other technical studies as needed.

SMP Planning and Coordination:

DISTRICT staff costs to coordinate annual maintenance projects, as well as channel surveys, construction monitoring, project management, public outreach, reporting, and mitigation planning.

Sediment Removal:

DISTRICT costs to remove sediment from targeted areas where accumulation is severely reducing flow conveyance capacity. Subject to DISTRICT receipt of permit for activities in American Canyon. CITY to provide a local permitted disposal option.

Channel Maintenance:

DISTRICT costs to conduct vegetation management, debris management, downed tree management, trash removal, invasive plant management, and other SMP related activities. Does not include heavy equipment or mowing related tasks.

Mitigation and Riparian Planting:

DISTRICT costs to install plants and install irrigation system. CITY to provide point of connection for water. Costs associated with purchasing native riparian plants and other materials.

RCD Coordination of Volunteer Stream Enhancement Event:

RCD staff cost to organize trash clean up and/or riparian planting events with students or community volunteers.

Activities that will be undertaken by the City, unless specifically assigned to the DISTRICT in the Annual Work Plan:

(These activities are currently covered under existing CDFW Streambed Alteration Agreement received by the CITY. Notification No. 1600-2017-0147-R3, American Canyon Routine Maintenance Project)

Mowing:

Mow grassed areas adjacent to streams and along pathways. When CITY conducts mowing, CITY will coordinate regarding specific mowing limits in areas with DISTRICT-installed plantings and habitat improvement projects to ensure that plantings are not harmed. CITY is responsible for following conditions in the applicable permits. When requested by the CITY, and described in the Annual Work Plan, mowing may be completed by the DISTRICT and its subcontractors.

Water:

CITY to provide water and point of connection to support riparian planting projects on CITY property.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by DISTRICT for or under the direction of CITY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

Exhibit B
Hourly Staff Rates and Expense Reimbursement Terms

Environmental Resource Specialist I	\$97.66
Environmental Resource Specialist I	\$89.25
Senior Engineering Technician I	\$78.40
Engineering Technician I	\$64.98
District Operations Manager	\$127.01

DISTRICT, RCD, maintenance contractor and consultant costs will be reimbursed at cost.

Materials to be reimbursed at cost.



TITLE

Watson Ranch Inspection Services - Coastland

RECOMMENDATION

Adopt a [Resolution](#) amending the Fiscal Year 2021-22 Budget for Public Works Administration appropriations and authorizing the City Manager to enter into an agreement with Coastland Civil Engineering for inspection services for an amount not to exceed \$250,000 for the Watson Ranch Development.

CONTACT

Erica Ahmann Smithies, Public Works Director

BACKGROUND & ANALYSIS

On July 19, 2019, the City approved the Development Agreement of the Watson Ranch Project. As part of the Watson Ranch Development Agreement, the Developer reserves the right to select an inspection services team with City approval and either contract with the inspection firm directly or as a pass through contract administered by the City of American Canyon.

On May 6, 2021, City staff conditionally approved the improvement plans for the Watson Ranch backbone utility infrastructure triggering the need for inspection services. The utilities will be dedicated to the City upon completion and the inspection services will ensure the utilities are being built according to City standards. Following the approval of the improvement plans, the Developer reached out to Coastland Civil Engineering to provide inspection services on behalf of the project.

It has been requested of the City that the Agreement be administered by the City and reimbursed by the Developer as expenditures are incurred. The Agreement ([Attachment 2](#)) as well as Coastland's proposal ([Attachment 3](#)) for a not to exceed amount of \$250,000 is being brought to City Council for approval. In addition to the agreement, staff is requesting an amendment to the Fiscal Year 2021-22 budget appropriations for the same amount.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

There will be no impact to the City's overall fiscal budget. However, the City will incur expenditures that will later be reimbursed by the Watson Ranch Developer. Therefore Public Works Administration revenue and expenditure appropriations for the Fiscal Year 2021-22 Budget need to be amended as follows:

Budget Line Item	Name	Amount
105-00-000-35190	Revenue	\$250,000
100-50-510-42160	Expenditures: Professional Services	\$250,000

ENVIRONMENTAL REVIEW

A Final Environmental Impact Report was completed in September 2018 for this project, State Clearinghouse Number 2015022030. All required environmental permitting for actual work performed is required by the Developer(s) of Watson Ranch.

ATTACHMENTS:

- [1. Resolution - Coastland Civil Engineering Agreement](#)
- [2. Professional Services Agreement, Coastland-WRanch](#)
- [3. Coastland Proposal for Watson Ranch Inspection Services](#)

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON AMENDING THE FISCAL YEAR 2021-22 BUDGET FOR PUBLIC WORKS ADMINISTRATION APPROPRIATIONS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH COASTLAND CIVIL ENGINEERING FOR INSPECTION SERVICES FOR AN AMOUNT NOT TO EXCEED \$250,000 FOR THE WATSON RANCH DEVELOPMENT.

WHEREAS, on July 19, 2019, the City approved the Development Agreement for the Watson Ranch Development; and

WHEREAS, as part of the Watson Ranch Development Agreement, the Developer reserves the right to select an inspection services team with City approval and either contract with the inspection firm directly or as a pass through contract administered by the City of American Canyon; and

WHEREAS, on May 6, 2021, City staff conditionally approved the improvement plans for the Watson Ranch backbone utility infrastructure triggering the need for inspection services; and

WHEREAS, the Developer has negotiated an inspection services contract amount with Coastland Civil Engineering for an amount not to exceed \$250,000; and

WHEREAS, the Developer has requested the City to administer the Coastland Civil Engineering Agreement and be reimbursed by the Developer as expenditures are incurred; and

WHEREAS, the appropriation of additional funds to the Public Works Administration budget is needed to account for the additional expenditures and revenue collected in Fiscal Year 2021-22.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby approves additional Public Works Administration revenue and expenditure appropriations for the Fiscal Year 2021-22 Budget as follows; and

Budget Line Item	Name	Amount
105-00-000-35190	Revenue	\$250,000
100-50-510-42160	Expenditures: Professional Services	\$250,000

BE IT FURTHER RESOLVED that the City Council of the City of American Canyon hereby authorizes the City Manager to enter into an agreement with Coastland Civil Engineering for inspection services for an amount not to exceed \$250,000 for the Watson Ranch Development.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 17th day of August, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Leon Garcia, Mayor

ATTEST:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

**CITY OF AMERICAN CANYON
STANDARD AGREEMENT
FOR WATSON RANCH INSPECTION SERVICES**

THIS AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this 18th day of August, 2021, by and between the City of American Canyon ("CITY"), a Municipal Corporation and Coastland Civil Engineering ("CONTRACTOR"), who agree as follows:

RECITALS

WHEREAS, City desires to have certain services provided as set forth in Exhibit A, attached and incorporated by this reference; and,

WHEREAS, Contractor represents that it is qualified and able to perform services; and,

WHEREAS, Contractor is agreeable to providing the services on the terms and conditions hereinafter set forth.

NOW THEREFORE, the parties agree as follows:

1. **Term of Agreement**: The Term of this Agreement shall extend from August 18, 2021 ("Commencement Date") to June 30, 2024 (the "Termination Date").
2. **Contractors Services**. Contractor shall perform the services describe in Exhibit A ("Scope of Work" and/or "Services") to the full satisfaction of City.
3. **Time of Performance**. Contractor shall perform the Services on or by the Termination Date set forth in Agreement section 1, unless extended in writing by the parties pursuant to the terms of this Agreement.
4. **Compensation**. City agrees to compensate Contractor, and Contractor agrees to accept in full satisfaction for the Services required by this Agreement the consideration set forth in Exhibit B, attached and incorporated by this reference ("Payment"). City shall pay Contractor in accordance with the schedule of payment set forth in Exhibit B.
5. **Independent Contractor**. Contractor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.
6. **Assignment**. Contractor shall not assign or attempt to assign any portion of this Agreement without prior written approval by City.

7. **Responsible Principal of Contractor:** The Responsible Principal of the Contractor is Mike Janet, Construction Services Manager who shall be the individual responsible for Contractor's obligations under this Agreement and shall service as principal liaison between City and Contractor. Designation of another Responsible Principal by Contractor shall not be made without the prior written consent of City.
8. **Personnel.** Contractor represents that it has, or shall secure at its own expense, all personnel required to the perform Contractor's services under this Agreement. Contractor shall assign only competent personnel. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.
 - a. **Employment Eligibility.** Contractor shall ensure that all employees of Contractor and any subcontractor retained by Contractor in connection with this Agreement have provided the necessary documentation to establish identity and employment eligibility as required by the Immigration Reform and Control Act of 1986, any amendments thereto and all applicable labor laws in effect at the time of this Agreement. Failure to provide the necessary documentation will result in the termination of the Agreement as required by the Immigration Reform and Control Act of 1986.
9. **Changes to Scope of Work.** City may, by written notice, initiate any change to the Scope of Work. A corresponding equitable change in the Payment of this Agreement will be made for each change ordered as mutually agreed upon by the parties in writing.
10. **Interests of Contractor.** Contractor affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services contemplated by this Agreement.
11. **Responsibility of Contractor.** Contractor shall take all responsibility for the work, shall bear all losses and damages directly or indirectly resulting to Contractor or any subcontractor, to the City, its elected and appointed officials, officers, attorneys, agents, and employees and each of them from any and all loss or damage on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences or other causes predicated on active or passive negligence of the Contractor or of any subcontractors.
12. **Insurance.** Contractor agrees to have and maintain the policies set forth in Exhibit C entitled "INSURANCE REQUIREMENTS," which is attached and incorporated by this reference. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

- a. Contractor shall procure and maintain for the duration of this Agreement insurance as set forth in Exhibit C, attached and incorporated by this reference. The cost of such insurance shall be included in the Contractor's bid.
- b. Contractor agrees to maintain in force at all times during the performance of the Scope of Work under this Agreement, workers' compensation insurance as required by law.
- c. Contractor agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other applicable contract documents. Subcontractor further agrees to include these same provisions with any sub-subcontractor. A copy of the Indemnity and Insurance provisions in this Agreement will be furnished to the subcontractor upon request. The General Contractor shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and will provide proof of compliance to the City.
- d. Contractor shall require each of its subcontractors to maintain insurance coverage which meets all of the requirements of this Agreement.
- e. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California.
- f. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may terminate this Agreement.
- g. At all times during the term of this Agreement, Contractor shall maintain on file with the City a certificate or certificates of the required insurance as set forth in Exhibit C showing that the required insurance policies are in effect in the required amounts.
- h. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of an insurance policy or proceeds available to the named Insured; whichever is greater.

13. **Indemnification.** To the fullest extent permitted by law Contractor shall indemnify, defend and hold harmless City, its elected and appointed officials, officers, attorneys, agents, employees, volunteers and each of them ("City indemnitees"), from and against any and all

causes of action, claims, liabilities, obligations, judgments, damages, loss, expenses, and costs of every nature, including reasonable legal counsels' fees and costs of litigation ("claims") arising out of or in connection with Contractor's performance of its obligations under this Agreement or out of the operations conducted by Contractor or its failure to comply with any of its obligations contained in this Agreement, including the City's active or passive negligence, except for such loss or damage arising from the active or sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this Agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees incurred in defense of such claims.

- a. **General.** This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this section. By execution of this Agreement, Contractor acknowledges and agrees that it has read and understands the provisions hereof and that this section is a material element of consideration. The parties agree that if any part of this Indemnification is found to conflict with applicable laws, such part shall be unenforceable only insofar as it conflicts with said laws, and that this indemnification shall be judicially interpreted and rewritten to provide the broadest possible indemnification legally allowed and shall be legally binding upon Contractor.
- b. **Survival.** Contractor and any subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
- c. **No Limitation by Insurance Obligations.** The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
- d. **Scope.** This Section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California.

14. **Termination.**

- a. In addition to any other rights of termination and suspension set forth in this Agreement or at law, either party may terminate this Agreement with or without cause by providing ten (10) days' notice in writing to the other party.
- b. The City may terminate this Agreement at any time without prior notice in the event that Contractor commits a material breach of the terms of this Agreement.
- c. In the event of termination of this Agreement by City, due to no fault or failure of performance by Contractor, Contractor shall be paid full compensation for all

services performed by Contractor, in an amount to be determined as follows: For work done in accordance with the terms and provisions of this Agreement, Contractor shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid to Contractor for the full performance of the Scope of Work under this Agreement.

d. Upon termination, this Agreement shall become of no further force or effect and all parties shall be discharged from their duties and obligations under this Agreement. Notwithstanding, the provisions of this Agreement concerning retention of records, City's rights to material produced, confidential information, Contractor's responsibility, indemnification, insurance, dispute resolution, litigation, and jurisdiction and severability shall survive termination of this Agreement.

15. **Notice.** All notices that are required either expressly or by implication to be given by one party to the other under this Agreement shall be signed for Contractor by its Responsible Principal and for City by Erica Ahmann Smithies, Public Works Director, or, for either party, by such officer as it may, from time to time, be authorized to so act. All such notices shall be deemed to have been given if delivered personally or if enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail or overnight express carrier. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses as follows:

Contractor shall address notices to:

City Clerk
City of American Canyon
4381 Broadway, Suite 201
American Canyon, CA 94503

City shall address notices to:

Mike Janet
Construction Services Manager
1400 Neotomas Avenue
Santa Rosa, CA 95405

16. **Prevailing Wages.** In accordance with the provisions of sections 1770 *et seq.* of the California Labor Code, the Director of Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. Contractor will be required to pay all persons employed on the project by the Contractor's sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor

Code, part 7, Chapter 1, Article 2, sections 1770, 1773, 1773.1.” These documents may be obtained from the State of California.

17. Compliance with Laws.

- a. In General. Contractor shall observe and comply with all laws, policies, general rules and regulations established by City and shall comply with the common law and all laws, ordinances, codes and regulations of governmental agencies, (including federal, state, municipal and local governing bodies) applicable to the performance of the Scope of Work hereunder, including, but not limited to, all provisions of the Occupational Safety and Health Act of 1979 as amended.
- b. Labor Laws: Contractor shall comply with and adhere to all applicable labor laws, including, but not limited to, alien labor, prevailing wages, etc. Contractor shall comply with all applicable provisions of the California Labor Code.
- c. Drug-free Workplace. Contractor’s employees and subcontractors shall comply with the City’s policy of maintaining a drug-free workplace. Neither Contractor nor Contractor 's employees and/or subcontractors shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code section 812, including marijuana, heroin, cocaine, and amphetamines, at any facility, premises or worksite used in any manner in connection with performing services pursuant to this Agreement. If Contractor or any employee or subcontractor is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at such a facility, premises, or worksite, the Contractor shall notify the City within five (5) days.
- d. Discrimination Prohibited. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 *et seq.*) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this Agreement by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 *et seq.*). Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- e. Harassment Prohibited. Contractor and Contractor's employees and subcontractors shall comply with the City's Workplace Harassment and Discrimination Policy.
- f. Illness and Injury Prevention Program (IIPP). Contractor shall provide the City with a copy of their IIPP to show compliance with CalOSHA.
- g. Licenses and Permits. Contractor represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to practice its profession. Contractor shall secure and maintain a business license with the City during the term of this Agreement.

18. **Facilities and Equipment:** Except as set forth in Exhibit D ("Facilities and Equipment"), Contractor shall, at its sole cost and expense, furnish all facilities and equipment, which may be required for completing the Scope of Work pursuant to this Agreement. City shall furnish to Contractor only the facilities and equipment listed in Exhibit D according to the terms and conditions set forth in Exhibit D.

19. **Special Conditions.**

- a. _____
- b. _____
- c. _____

20. **Exhibits.** All exhibits referred to in this Agreement are attached and incorporated by this reference.

21. **Benefits and Taxes.** Contractor shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, federal and state income taxes, for which Contractor shall indemnify and hold City harmless from any and all liability that City may incur because of Contractor's failure to pay such taxes. City shall have no obligation whatsoever to pay or withhold any taxes on behalf of Contractor.

22. **Dispute Resolution.** Should any dispute arise concerning any provisions of this Agreement, or the parties' rights and obligations hereunder, the parties shall meet and confer in an attempt to resolve the dispute. Prior to commencing any legal action, the complaining party shall provide to the other party thirty (30) days' written notice of the intent to take such action; provided that such notice shall not be required where a delay in commencing

an action would prejudice the interests of the party that intends to file suit. During the thirty (30) day notice period, the parties shall meet and confer in an attempt to resolve the dispute. Except as specifically provided, nothing herein is intended to waive or abridge any right or remedy that either party may have.

23. Default and Remedies.

- a. Events of Default. Each of the following shall constitute an event of default hereunder:
 - i. Failure to perform any obligation under this Agreement and failure to cure such breach immediately upon receiving notice of such breach, if the breach is such that the City determines the health, welfare, or safety of the public is immediately endangered; or
 - ii. Failure to perform any obligation under this Agreement and failure to cure such breach within fifteen (15) days of receiving notice of such breach, if the breach is such that the City determines that the health, welfare, or safety of the public is not immediately endangered, provided that if the nature of the breach is such that the City determines it will reasonably require more than fifteen (15) days to cure, Contractor shall not be in default if Contractor promptly commences the cure and diligently proceeds to completion of the cure.
- b. Remedies upon Default. Upon any Contractor default, City shall have the right to immediately suspend or terminate the Agreement, seek specific performance, contract with another party to perform this Agreement and/or seek damages including incidental, consequential and/or special damages to the full extent allowed by law.

24. Attorneys' Fees. In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

25. Documents and Records.

- a. Property of City. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda or other written documents or materials prepared by Contractor pursuant to this Agreement shall become the property of City upon completion of the work to be performed hereunder or upon termination of this Agreement.
- b. Retention of Records. Until the expiration of five (5) years after the furnishing of any services pursuant to this Agreement, Contractor shall retain and, upon written request by City, make available to the City or any party designated by the City this Agreement, and such books, documents and records of Contractor and subcontractor that are necessary or convenient for audit purposes to certify the

nature and extent of the reasonable cost of services to City.

26. **Inspection of Books and Records.** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records, or reports of the other party pertaining to this Agreement or matters related hereto. Each of the parties hereto shall maintain and make available for such inspection accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
27. **Confidential Information.** Contractor shall hold any confidential information received from City in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, Contractor shall return materials which contain any confidential information to City. Contractor may keep one copy for its confidential file. For purposes of this section, confidential information is defined as all information disclosed to Contractor which relates to City's past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law.
28. **Successors and Assigns.** This Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties hereto.
29. **Waiver.** Any waiver at any time by either party hereto of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other default or matter.
30. **Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
31. **Agreement Interpretation.** Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code section 1654 in order to interpret any uncertainty in the meaning of the Agreement.
32. **Entire Agreement.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the subject matter described herein.
33. **Jurisdiction and Severability.** This Agreement shall be governed and construed in accordance with California law. The venue for any legal action in State court filed by a party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. The venue for any legal action in Federal court filed by a party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement within the jurisdiction of the Federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceeding under this Agreement shall be in Napa

County, California; however nothing in this Agreement section shall obligate a party to submit to arbitration any dispute arising under this Agreement. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

34. **Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Contractor and City.

IN WITNESS WHEREOF, City of American Canyon and Contractor do hereby agree to the full performance of the terms set forth herein.

CONSULTANT

BY: _____
John Wanger, PE
CEO

DATE: _____

CITY OF AMERICAN CANYON

BY: _____
Jason B. Holley
City Manager

DATE: _____

APPROVED AS TO FORM:

BY: _____
William D. Ross
City Attorney

DATE: _____

**APPROVED AS TO BUDGET
AUTHORITY:**

BY: _____
Lincoln Bogard
Finance Director

DATE: _____

APPROVED AS TO INSURANCE:

BY: _____
William D. Ross
City Attorney

DATE: _____

Attachments:

- Exhibit A – Scope of Work
- Exhibit B – Payment and Schedule of Payments
- Exhibit C – Insurance Requirements
- Exhibit D – Facilities and Equipment

EXHIBIT A
SCOPE OF WORK

Contractor shall complete the attached Scope of Work.

EXHIBIT B
PAYMENT AND SCHEDULE OF PAYMENTS

1. TOTAL COMPENSATION

City shall compensate Contractor for the satisfactory performance of the work described in this Agreement to not exceed the amount of two hundred fifty thousand dollars (\$250,000).

2. Contractor shall submit an itemized statement to City on a City approved form for its services performed, which shall include documentation setting forth in detail a description of the services rendered, and the hours of service, if appropriate. City shall compensate Contractor the amount of such billing within thirty (30) days receipt of same.
3. There shall be no right to reimbursement of expenses incurred by Contractor except as specified in Exhibit A to this Agreement.

EXHIBIT C
INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. Those that have an “X” indicated in the space before the requirement apply to Contractor’s or Consultant’s Agreement.

Commercial General Liability (CGL):

- Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor’s general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, attorneys, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

- Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor’s general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, attorneys and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

- Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor’s general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, attorneys, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

Commercial General Liability (CGL) - Completed Operations Coverage

Contractor shall maintain and provide completed operations coverage and to the additional insured using ISO form CG 20 37. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

Automobile Liability:

Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than one million dollars (\$1,000,000) per accident. If Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than five million dollars (\$5,000,000) per accident. If Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' Compensation Insurance:

X Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

The Contractor or Consultant 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.

Contractor/Consultant Signature

Builder's Risk (Course of Construction):

Builder's Risk (Course of Construction Insurance) (applicable to Construction Contracts only)

 Contractor shall provide Builders Risk Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

Upon commencement of construction and with approval of City, Contractor shall obtain and maintain Builder's Risk/Course of Construction insurance. Policy shall be provided for replacement value on an "all-risk" basis. The City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

- Bid Bond
- Performance Bond
- Payment Bond
- Warrantee Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Warrantee Bond is not necessary. If the warranty period specified in the contracts is for longer than one (1) year a Warrantee Bond equal to ten percent (10%) of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Contractor’s or Consultant’s Pollution Legal Liability:

____ Pollution Coverage shall be provided on a Contractors Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than two million dollars (\$2,000,000) per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Specific Insurance Provisions

Insurance Limits:

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City’s own insurance or self-insurance shall be called upon to protect it as a named insured.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Notice of Cancellation, Suspension or Otherwise Voiding Policies:

Each insurance policy required above shall contain, or be endorsed to contain **that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days’ prior written notice** by certified mail, return receipt requested to the City.

Waiver of Subrogation:

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision

applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions (“SIR”):

Any deductibles or self-insured retentions above \$25,000 must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A-:VII, unless otherwise acceptable to City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor or Consultant must purchase “extended reporting” coverage for a minimum of **five (5) years** after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's or Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

EXHIBIT D
FACILITIES AND EQUIPMENT

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Contractor's use while consulting with City employees and reviewing records and the information in possession of City. The location, quantity, and time of furnishing said physical facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility which may involve incurring any direct expense, including, but not limiting the generality of this exclusion, long-distance telephone or other communication charges, vehicles, and reproduction facilities. Contractor shall not use such services, premises, facilities, supplies or equipment for any purpose other than in the performance of Contractor's obligations under this Agreement.



COASTLAND

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

July 23, 2021

Erica Smithies
Public Works Director
City of American Canyon
4381 Broadway #210
American Canyon, CA 94503

Re: Scope of Service and Project Budget to Provide Inspection Services for the Watson Ranch Master Backbone Infrastructure – Phase 1A and Offsite Utility Extensions

Dear Erica,

In response to your request, please accept this letter proposal outlining the scope of services and anticipated budget for providing inspection services for the Watson Ranch Master Backbone Infrastructure – Phase 1A and the Offsite Utility Extensions.

PROJECT UNDERSTANDING

Watson Ranch Master Backbone Infrastructure – Phase 1A and the Offsite Utility Extensions are the initial public infrastructure components of the Watson Ranch development project in American Canyon. These initial components include grading, utility installation, pedestrian and roadway improvements. Also included in this phase is the rough grading of some of the lots adjacent to the Phase 1A Master Backbone Infrastructure. Improvements for this phase of work are anticipated to be completed in July 2022.

SCOPE OF WORK

Coastland will assist the City of American Canyon with inspection services through completion of this phase of the project. Based on this understanding, the following is our scope of work:

Coastland will maintain records and provide documentation of the work in the form of daily reports, weekly summary of construction activities, deficiency lists, and progress photographs of construction activities. Daily reports will describe the specific work being accomplished. Coastland will also document all deficiencies, important conversations, safety issues or accidents, materials testing performed, environmental concerns and information for “as-built” drawings.

Coastland will continually review the specifications and Improvement Standards to ensure the work is of good quality and meets the requirements of the project documents. Coastland will immediately report any deviation from the approved project documents

TASK 1 – CONSTRUCTION INSPECTION

Services include but are not limited to:

- Represent the City at preconstruction and weekly meetings
- Coordinate operations with Public Services
- Review site for SWPPP compliance issues
- Work with American Canyon staff on maintaining accurate development accounts

Santa Rosa
1400 Neotomas Avenue
Santa Rosa, CA 95405
Tel: 707.571.8005

Auburn
11641 Blocker Drive, Ste. 170
Auburn, CA 95603
Tel: 530.888.9929

Pleasant Hill
3478 Buskirk Avenue, Ste. 1000
Pleasant Hill, CA 94523
Tel: 925.233.5333

Fairfield
324 Campus Lane, Ste. A
Fairfield, CA 94534
Tel: 707.702.1962

- Assist with project closeout processes including generation and confirmation of the punch list, generation of record drawings and assistance in issuing of a Notice of Completion.
- Review submittals and requests for information to become familiar with proposed materials, equipment, and construction activities.
- Prepare daily and weekly inspection reports documenting observed construction activities, changed conditions and safety issues; take progress digital photographs, label them and provide to the City; mark up a set of drawings to incorporate contractor record drawing markups; prepare punch lists.
- Coordinate and conduct final inspections.

Based on our scope of work, we are proposing that the services associated with this project be completed for a not-to-exceed amount of \$250,000.00 to be applied as follows based on 8 hours per day inspection.

Role	Name	Hourly Rate	Hours	Total
Construction Inspector	TBD	\$155		
Vehicle		\$17		
Total Not to Exceed				\$250,000.00

The amount quoted is assuming that all the work for this project will fall under the scope of work as previously described. It is our understanding that all grading and compaction work will be monitored by others and inspection of this work is not included in our proposals scope. There is no anticipated overtime for this project. If additional work is necessary that falls outside of this scope of work or beyond the July 2022 anticipated completion date, we can either re-negotiate a new scope of work or provide these services on a time and materials basis per our adopted schedule of hourly rates.

We appreciate the opportunity the City of American Canyon has provided us with this project and these services. Please let us know if you have any questions. We look forward to working with the City to complete this important project.

Regards,

COASTLAND CIVIL ENGINEERING, INC.

Mike Janet
Construction Services Manager





TITLE

SDG Commerce 330 Distribution Center Project

RECOMMENDATION

Adopt a [Resolution](#) taking the following actions in conjunction with the SDG Commerce 330 Distribution Center Project to September 7, 2021:

1. Approving the Parcel Map to subdivide the SDG Commerce 330, LLC property to create four parcels (Parcel Number 058-030-065); and
2. Accepting the public improvements associated with the SDG Commerce 330 Distribution Center Project.

CONTACT

Erica Ahmann Smithies, Public Works Director
Bill Ross, City Attorney

BACKGROUND & ANALYSIS

On February 28, 2019, the Planning Commission (PC Resolution 2019-01) adopted; 1) the initial Study and Mitigated Negative Declaration for the SDG 330 Warehouse Project; 2) adopted the Mitigation and Monitoring Program for the Project; and 3) directed staff to file a Notice of Determination for the Project Consistent with the CEQA Guidelines.

On February 28, 2019, a Tentative Parcel Map to subdivide the SDG Commerce 330, LLC property to create three parcels was approved by Planning Commission (PC Resolution 2019-02).

On February 28, 2019, a Mitigated Negative Declaration and Conditional Use Permit for a new 330,528 square foot wine warehouse on a 15.24-acre site with parking, truck and trailer loading spaces, drive aisles, landscaping, detention pond and bioswale, seasonal wetland and public improvements was approved by Planning Commission (PC Resolution 2019-03).

The Applicant has prepared the "Parcel Map of the SDG Commerce 330 Subdivision" ([Exhibit A](#)).

The City Engineer has reviewed the Parcel Map and determined that it is in conformance with the Tentative Parcel Map and the Subdivision Map Act. The Parcel Map includes the following offers of dedication to the City:

- Parcel A for public right-of-way and public utility purposes.
- 5 feet wide Public utility easement (PUE) for public utility purposes.

The public improvements associated with the SDG Commerce 330 Distribution Center Project have been completed to the City's satisfaction. Therefore, it is appropriate to accept them into the City's system for operation and maintenance. These public improvements included Commerce Boulevard extension, storm drainage system, sanitary sewer forced main, street lights, landscaping and multi-use trail ([Exhibit B](#)).

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Public Safety: "Ensure American Canyon remains a safe community."

FISCAL IMPACT

All costs associated with the operation and maintenance of the public facilities will be the responsibility of the City.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act, an Initial Study was prepared for the Project and at a noticed public hearing held on January 24, 2019 and February 28, 2019, the Planning Commission found and determined that the Project would not have a significant effect on the environment and adopted the Initial Study and Mitigated Negative Declaration for the SDG Commerce 330 Distribution Center Project.

ATTACHMENTS:

1. [Resolution - SDG Commerce 330 Subdivision Parcel Map and Acceptance](#)
2. [Exhibit A - Parcel Map](#)
3. [Exhibit B - Commerce Blvd Extension Improvement Plans](#)

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON TAKING THE FOLLOWING ACTIONS IN CONJUNCTION WITH THE SDG COMMERCE 330 DISTRIBUTION CENTER PROJECT: 1) APPROVING THE PARCEL MAP TO DIVIDE THE SDG COMMERCE 330, LLC PROPERTY TO CREATE FOUR PARCELS (ASSESSOR'S PARCEL NUMBER 058-030-065); AND 2) ACCEPTANCE OF THE PUBLIC IMPROVEMENTS ASSOCIATED WITH THE SDG 330 DISTRIBUTION CENTER PROJECT.

WHEREAS, on February 28, 2019, the Planning Commission (PC Resolution 2019-01) adopted; 1) the initial Study and Mitigated Negative Declaration for the SDG 330 Warehouse Project; 2) adopted the Mitigation and Monitoring Program for the Project; and 3) directed staff to file a Notice of Determination for the Project Consistent with the CEQA Guidelines; and

WHEREAS, on February 28, 2019, a Tentative Parcel Map to subdivide the SDG Commerce 330, LLC property to create three parcels was approved by Planning Commission (PC Resolution 2019-02); and

WHEREAS, On February 28, 2019, a Mitigated Negative Declaration and Conditional Use Permit for a new 330,528 square foot wine warehouse on a 15.24-acre site with parking, truck and trailer loading spaces, drive aisles, landscaping, detention pond and bioswale and seasonal wetland was approved by Planning Commission (PC Resolution 2019-03); and

WHEREAS, the Parcel Map entitled "Parcel Map of the SDG Commerce 330 Subdivision" has been prepared and submitted to the City of American Canyon for approval (attached hereto as Exhibit A and incorporated herein); and

WHEREAS, the Parcel Map includes the offer of dedication for public right-of-way and public utility easements; and

WHEREAS, a duly noticed public hearing was held on January 24, 2019 and February 28, 2019, the Planning Commission found and determined that the project would not have a significant effect on the environment and adopted the Initial Study and Mitigated Negative Declaration for the SDG Commerce Distribution Center project; and

WHEREAS, the public improvements associated with the SDG Commerce 330 Distribution Center Project have been completed to the City's satisfaction. Therefore, it is appropriate to accept them into the City's system for operation and maintenance. These public improvements included Commerce Boulevard extension, storm drainage system, sanitary sewer forced main, street lights, landscaping and multi-use trail (attached hereto as Exhibit B and incorporated herein).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby approves the Parcel Map of the SDG Commerce 330 Subdivision (Assessor's Parcel Numbers 058-030-065); and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of American Canyon hereby accepts the dedication of the public right-of-way and public utility easement offered hereon; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of American Canyon hereby accepts all of the public improvements constructed per the approved plans.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 17th day of August, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Leon Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

Attachments:

Exhibit A - Parcel Map of the SDG Commerce 330 Subdivision

Exhibit B - Commerce Boulevard Extension Improvement Plans

OWNER'S STATEMENT

WE THE UNDERSIGNED, SDG COMMERCE 330, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, DO HEREBY STATE THAT WE ARE THE ONLY ENTITIES HAVING ANY RECORD TITLE INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON ENTITLED "PARCEL MAP OF THE SDG COMMERCE 330 SUBDIVISION" CONSISTING OF 2 SHEETS, INCLUDING THIS ONE, AND THAT WE DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED AS AN EASEMENT TO THE CITY OF AMERICAN CANYON FOR PUBLIC RIGHT-OF-WAY AND PUBLIC UTILITY PURPOSES:

THAT CERTAIN PARCEL OF LAND DESIGNATED AS "PARCEL A".

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED AS AN EASEMENT TO THE CITY OF AMERICAN CANYON FOR PUBLIC UTILITY PURPOSES:

THAT CERTAIN PARCEL OF LAND DESIGNATED AS "5' P.U.E."

IN WITNESS THEREOF WE HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS

14 DAY OF January, 2021

SDG COMMERCE 330, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: PETER T. STRAVINSKI & ASSOCIATES, INC. A CALIFORNIA CORPORATION, ITS MANAGER

BY: [Signature]
PETER T. STRAVINSKI, PRESIDENT

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Madera

ON January 14, 2021, BEFORE ME, Diana Gutierrez

A NOTARY PUBLIC, PERSONALLY APPEARED Peter T. Stravinski, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

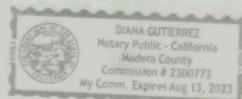
SIGNATURE: [Signature]

PRINTED NAME: Diana Gutierrez

PRINCIPAL COUNTY OF BUSINESS: Madera

COMMISSION NUMBER: 2300773

MY COMMISSION EXPIRES: Aug. 13 2023



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SDG COMMERCE 330, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY IN SEPTEMBER 2020. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN. THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET AT SUCH POSITIONS WITHIN ONE YEAR FROM THE DATE OF FILING OF THIS MAP, THAT SAID MONUMENT WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

Christopher M. Tibbitts 1-13-21
CHRISTOPHER M. TIBBITTS DATE
LS 8585



TRUSTEE'S STATEMENT

FIRST AMERICAN TITLE COMPANY OF NAPA, UNDER DEED OF TRUST, AS RECORDED JUNE 21, 2019, AS SERIES NUMBER 2019-0011742 OF OFFICIAL RECORDS OF NAPA COUNTY, AGAINST THE LAND HEREIN SHOWN, HEREBY CONSENTS TO THE MAKING AND FILING OF THIS MAP.

SIGNATURE: [Signature] DATE: 2/10/2021

PRINTED NAME: MARK HOLDERBEIN

TITLE: Chief Operating Officer

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF NAPA

ON 02/10/2021, BEFORE ME, Ana S. Miranda

A NOTARY PUBLIC, PERSONALLY APPEARED Mark Holderbein, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE: [Signature]

PRINTED NAME: Ana S. Miranda

PRINCIPAL COUNTY OF BUSINESS: Napa

COMMISSION NUMBER: 2252393

MY COMMISSION EXPIRES: 08/03/2022

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP OF THE SDG COMMERCE 330 SUBDIVISION" AND THAT SAID SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE PARCEL MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL OF THE PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE PARCEL MAP HAVE BEEN COMPLIED WITH.

JASON HOLLY R.C.E. 66176 DATE
CITY ENGINEER,
CITY OF AMERICAN CANYON

I HEREBY STATE THAT THE MAP OF THIS SUBDIVISION WAS EXAMINED BY ME OR UNDER MY DIRECTION AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

[Signature] 2/19/2021
RICHARD A. MOSHIER, R.C.E. 30696 DATE

SIGNATURE OMISSION STATEMENT

THE SIGNATURE OF NAPA COUNTY, OWNER OF AVIGATION AND HAZARD EASEMENT, AS DISCLOSED BY DEED RECORDED JULY 25, 2019 AS SERIES NUMBER 2019-0014346 OF OFFICIAL RECORDS, OF NAPA COUNTY HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (A) (3) (A) (1) OF THE SUBDIVISION MAP ACT, SINCE THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID A SIGNATURE IS NOT REQUIRED BY THE GOVERNING BODY.

CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 2021, THIS MAP ENTITLED "FINAL MAP OF THE SDG COMMERCE 330 SUBDIVISION" WAS FILED WITH THE CITY COUNCIL FOR APPROVAL AS REQUIRED BY LAW; THAT BY RESOLUTION DULY ADOPTED AT THE REGULAR MEETING HELD ON THE _____ DAY OF _____, 2020 SAID COUNCIL APPROVED SAID MAP; ACCEPTED THE FOLLOWING ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THAT CERTAIN PARCEL OF LAND DESIGNATED ON SAID MAP AS "PARCEL A" FOR PUBLIC RIGHT-OF-WAY AND PUBLIC UTILITY PURPOSES, AND THAT CERTAIN PARCEL OF LAND DESIGNATED ON SAID MAP AS "5' P.U.E." FOR PUBLIC UTILITY PURPOSES; AND APPROVED THE VACATION OF THE EASEMENT FOR RIGHT OF WAY AND INCIDENTAL PURPOSES 2003-0042342 NAPA COUNTY RECORDS.

CHERRI WALTON, INTERIM CITY CLERK, DATE
CITY OF AMERICAN CANYON, STATE OF CALIFORNIA

COUNTY TAX COLLECTOR AND REDEMPTION OFFICER CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE THERE ARE NO LIENS FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES (EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE) AGAINST ANY PART OF THE LAND INCLUDED IN THE WITHIN SUBDIVISION, THAT SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN FILED WITH THE COUNTY TAX COLLECTOR AND REDEMPTION OFFICER TO GUARANTEE THE PAYMENT OF ALL TAXES AND ASSESSMENTS COLLECTED AS TAXES, WHICH ARE NOW A LIEN AGAINST THE PROPERTY IN THE WITHIN SUBDIVISION, WHICH ARE NOT PAYABLE

ROBERT G. MINAHEN DATE DEPUTY DATE
COUNTY TAX COLLECTOR AND TREASURER
COUNTY OF NAPA, STATE OF CALIFORNIA

COUNTY RECORDER'S CERTIFICATE

FILED AT THE REQUEST OF THE CITY OF AMERICAN CANYON, AT _____ MINUTES PAST _____ O'CLOCK AM/PM ON THE _____ DAY OF _____, 2021, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF NAPA, STATE OF CALIFORNIA, IN BOOK _____ OF MAPS AT PAGES _____

RECORDER'S SERIAL NO. _____

FEE PAID _____

JOHN TUTEUR
COUNTY RECORDER IN AND
FOR THE COUNTY OF NAPA,
STATE OF CALIFORNIA

BY: DEPUTY RECORDER

PARCEL MAP OF THE SDG COMMERCE 330 SUBDIVISION

BEING THE LANDS OF SDG COMMERCE 330, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY 2019-0011741, NCR

4 PARCELS
TOTAL 35.85 ACRES
APN: 058-030-065



RSA* CONSULTING CIVIL ENGINEERS + SURVEYORS + 1980

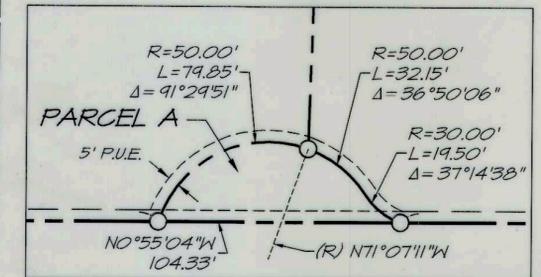
#5043.1 JAN, 2021 PAGE 1 OF 2

NOTES

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

BASIS OF BEARINGS

BETWEEN THE FOUND MONUMENTS ON THE SOUTH LINE OF THIS SURVEY, THE BEARING AS SHOWN ON R-1 SHOWN AS NORTH 89° 14' 00" WEST ROTATED TO CAL ZONE II STATE PLANE COORDINATES, TAKEN AS NORTH 89° 06' 01" WEST.



DETAIL A

1"=50'



GRAPHIC SCALE



(IN FEET)
1 inch = 100 FT

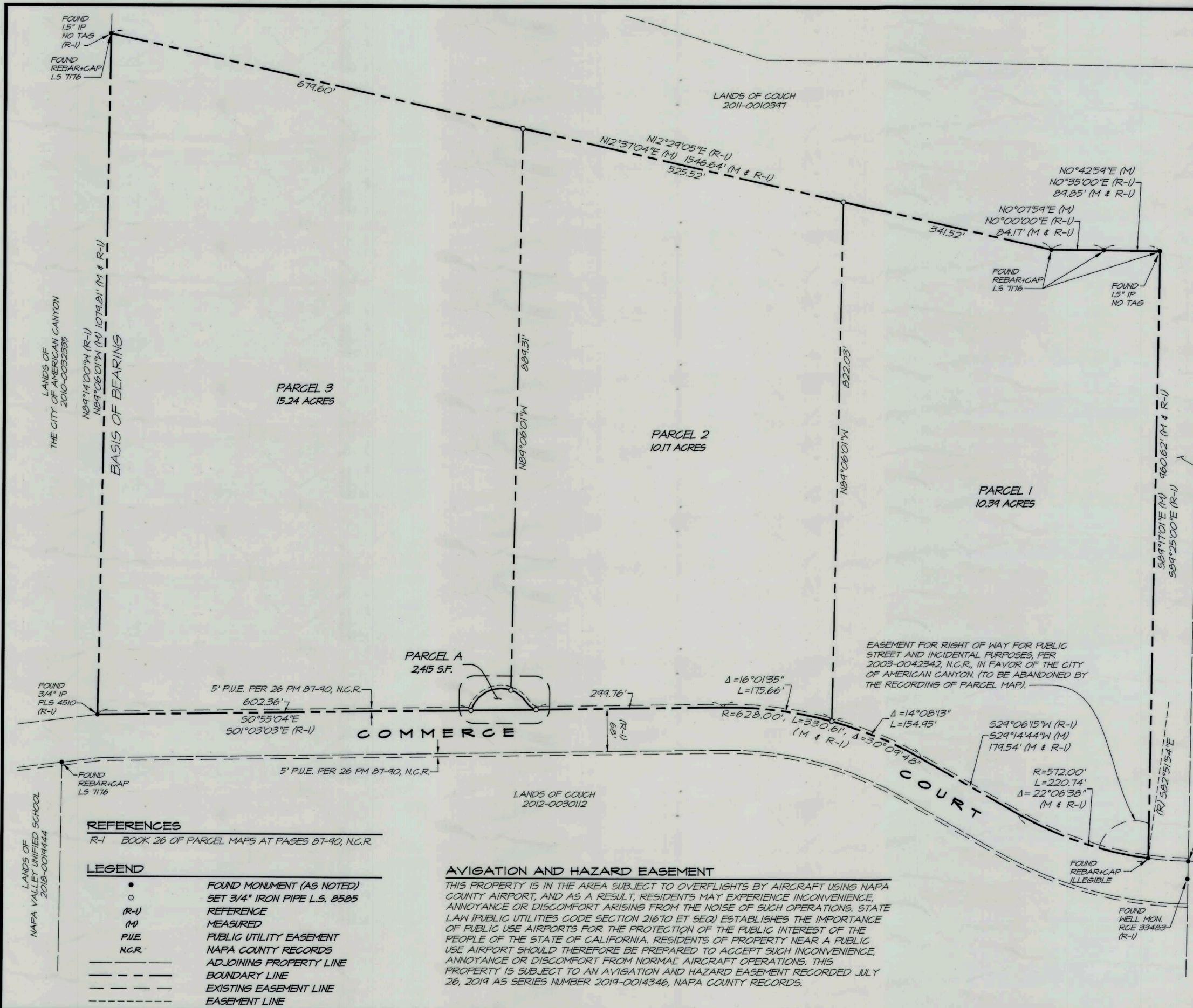
PARCEL MAP
OF THE
SDG COMMERCE 330
SUBDIVISION

BEING THE LANDS OF
SDG COMMERCE 330, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY
2019-0011741, NGR

4 PARCELS
TOTAL 35.85 ACRES
APN: 058-030-065

RSA+ 1515 FOURTH STREET
NAPA, CALIF. 94559
OFFICE | 707 | 252.3301
www.RSAcivil.com +

RSA+ | CONSULTING CIVIL ENGINEERS + SURVEYORS + 1980



REFERENCES

R-1 BOOK 26 OF PARCEL MAPS AT PAGES 87-90, N.C.R.

LEGEND

•	FOUND MONUMENT (AS NOTED)
○	SET 3/4" IRON PIPE L.S. 8585
(R-1)	REFERENCE
(M)	MEASURED
P.U.E.	PUBLIC UTILITY EASEMENT
N.C.R.	NAPA COUNTY RECORDS
---	ADJOINING PROPERTY LINE
---	BOUNDARY LINE
---	EXISTING EASEMENT LINE
---	EASEMENT LINE

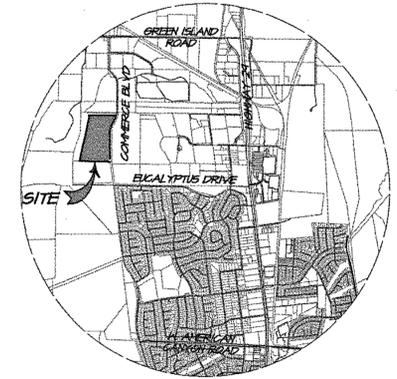
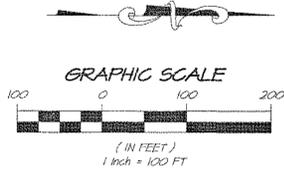
AVIGATION AND HAZARD EASEMENT

THIS PROPERTY IS IN THE AREA SUBJECT TO OVERFLIGHTS BY AIRCRAFT USING NAPA COUNTY AIRPORT, AND AS A RESULT, RESIDENTS MAY EXPERIENCE INCONVENIENCE, ANNOYANCE OR DISCOMFORT ARISING FROM THE NOISE OF SUCH OPERATIONS. STATE LAW (PUBLIC UTILITIES CODE SECTION 21670 ET SEQ) ESTABLISHES THE IMPORTANCE OF PUBLIC USE AIRPORTS FOR THE PROTECTION OF THE PUBLIC INTEREST OF THE PEOPLE OF THE STATE OF CALIFORNIA. RESIDENTS OF PROPERTY NEAR A PUBLIC USE AIRPORT SHOULD THEREFORE BE PREPARED TO ACCEPT SUCH INCONVENIENCE, ANNOYANCE OR DISCOMFORT FROM NORMAL AIRCRAFT OPERATIONS. THIS PROPERTY IS SUBJECT TO AN AVIGATION AND HAZARD EASEMENT RECORDED JULY 26, 2019 AS SERIES NUMBER 2019-0014346, NAPA COUNTY RECORDS.

LANDS OF
NAPA VALLEY UNIFIED SCHOOL
2018-0019444

LANDS OF
BROADSTONE HC
CALIFORNIA LLC
2012-0011202

COMMERCE BLVD EXTENSION CIVIL IMPROVEMENT PLANS WDID# 2 28C385821



VICINITY MAP
SCALE: 1" = 3000'

PROJECT INFORMATION

CLIENT: SDS COMMERCE 330, LLC
413 N YOSEMITE AVENUE, STE. 105
MADERA, CA 95361
CONTACT: BRIAN DOSNHALD
SITE ADDRESS: COMMERCE BLVD,
AMERICAN CANYON, CA 94503
CIVIL ENGINEER: RSA+
1515 FOURTH STREET
NAPA, CA 94559
APN & AREA: 058-030-065 (35.82 ACRES)
TOTAL PROJECT AREA: 1.91 ACRES
TOTAL DISTURBED AREA: 2.81 ACRES

SURVEY NOTES

- TOPOGRAPHY BASED ON A FIELD SURVEY PERFORMED BY RSA+ IN MARCH, 2018. CONTOURS ARE SHOWN EVERY ONE FOOT (1'), HIGHLIGHTED EVERY FIVE FEET (5').
SURROUNDING CONTOURS ARE BASED ON NAPA COUNTY GIS AND ARE SHOWN FOR REFERENCE ONLY. GIS CONTOURS ARE SHOWN EVERY FIVE FEET (5'), HIGHLIGHTED EVERY TWENTY FIVE FEET (25').
- HORIZONTAL DATUM: NORTH AMERICAN DATUM OF 1983 (NAD83). 2011 EPOCH BASED UPON G.P.S. OBSERVATIONS ON NETWORK UTILIZING CONTINUALLY OPERATING REFERENCE STATION (CORS) INFORMATION FROM THE CALIFORNIA SPATIAL REFERENCE CENTER (C.S.R.C.).
VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
- BOUNDARY SHOWN IS RECORD INFORMATION PER BOOK 26 OR PARCEL MAPS AT PAGE 84, NAPA COUNTY RECORDS.

FLOOD NOTES

THIS PROJECT IS LOCATED IN A SPECIAL FLOOD HAZARD AREA "ZONE AE" AS DESIGNATED ON THE FLOOD INSURANCE RATED MAP (FIRM) 0605550061F DATED AUGUST 3, 2016.
FLOOD PLAIN LINE IS BASED ON COORDINATES FROM FEMA NATIONAL FLOOD HAZARD LAYER DATABASE.

SHEET INDEX

C1.0	COVER SHEET
C1.1	CONDITIONS OF APPROVAL
C1.2	CONDITIONS OF APPROVAL
C1.3	CONSTRUCTION NOTES
C1.4	CONSTRUCTION NOTES
C2.0	COMMERCE BLVD DEMOLITION PLAN
C2.1	COMMERCE BLVD LAYOUT & PAVING PLAN
C2.2	BIKE PATH DEMO, LAYOUT & STRIPING
C2.3	COMMERCE BLVD STRIPING
C2.4	COMMERCE BLVD & BIKE PATH ESCP
C3.0	COMMERCE BLVD PLAN & PROFILE
C3.1	COMMERCE BLVD PLAN & PROFILE
C3.2	COMMERCE BLVD SECTIONS
C3.3	COMMERCE BLVD SECTIONS
C3.4	BIKE PATH UTILITY AND PLAN & PROFILE
C3.5	BIKE PATH SECTIONS
C4.0	COMMERCE BLVD UTILITY PLAN
C5.0	DETAILS
C5.1	DETAILS
C5.2	DETAILS
C1-1	STREET LIGHT PLAN
L6	COMMERCE BLVD LANDSCAPE PLAN
L6.1	COMMERCE BLVD IRRIGATION PLAN
L7	BIKE PATH PLANTING PLAN
L7.1	BIKE PATH IRRIGATION PLAN

PLAN NOTE: CIVIL SHEETS C2.2, C3.4 & C3.5 ARE SUBJECT TO REVISION AND NOT APPROVED FOR CONSTRUCTION

SYMBOL LEGEND

EXISTING	PROPOSED	
△	SD	STORM DRAIN PIPE
○	□	DRAIN INLET
●	DS	DOWNPOUT
○	■	LEVEL SPREADER
—	—	TOP / TOE DAYLIGHT
—	—	RETAINING WALL
—	—	CONSTRUCTION FENCE
—	—	SILT FENCE
—	—	VERTICAL CURB
—	—	CURB & GUTTER
—	—	CURB INLET
—	—	SANITARY SEWER
—	—	SANITARY SEWER FORCED MAIN
—	—	CLEANOUT
—	—	DOMESTIC WATER
—	—	FIRE WATER
—	—	RECYCLED WATER
—	—	FIRE HYDRANT
—	—	GATE VALVE
—	—	PIV & FDC

ABBREVIATIONS

BC	BACK OF CURB	IN	IRRIGATION WATER
BVC	BEGIN VERTICAL CURVE	LF	LINEAL FEET/FOOT
CL	CENTERLINE	LLA	LOT LINE ADJUSTMENT
CI	CURB INLET	LP	LOW POINT
CO	CLEANOUT	MH	MANHOLE
DDCV	DOUBLE DETECTOR CHECK VALVE	OC	ON CENTER
DEMO	DEMOLITION	OR	OFFICIAL RECORD
DN	DOMESTIC WATER	PL	PROPOSED NEW WORK
ELEV	ELEVATION	PVI	PRESSURE INDICATOR VALVE
ESCP	EROSION SEDIMENT CONTROL PLAN	PVI	POINT OF VERTICAL INTERSECTION
EP	EDGE OF PAVEMENT	FW	PROCESS WATER
EV	ELECTRIC VEHICLE	FMW	PROCESS WASTE WATER
EVC	END VERTICAL CURVE	R	RADIUS
EX / (E)	EXISTING	RCP	REINFORCED CONCRETE PIPE
FD	FOUND	RPEP	REDUCED PRESSURE BACKFLOW PREVENTER
FDC	FIRE DEPARTMENT CONNECTION	RHW	RIGHT OF WAY
FF	FINISH FLOOR	RN	RECYCLED WATER
FG	FINISH GRADE	S	SLOPE (FEET/FOOT)
FH	FIRE HYDRANT	S.A.D.	SEE ARCHITECTS DRAWINGS
FL	FLOW LINE	SD	STORM DRAIN
FW	FIRE WATER	SDCO	STORM DRAIN CLEANOUT
GB	GRADE BREAK	SF	SQUARE FOOT
GV	GATE VALVE	SS	SANITARY SEWER
HP	HIGH POINT	SSCM	SANITARY SEWER CLEANOUT
HHL	HIGH WATER LEVEL	SSFM	SANITARY SEWER FORCED MAIN
INV	INVERT	STA	STATION
IP	IRON PIPE	TC	TOP OF CURB
		WM	WATER METER

GEOTECHNICAL ENGINEER

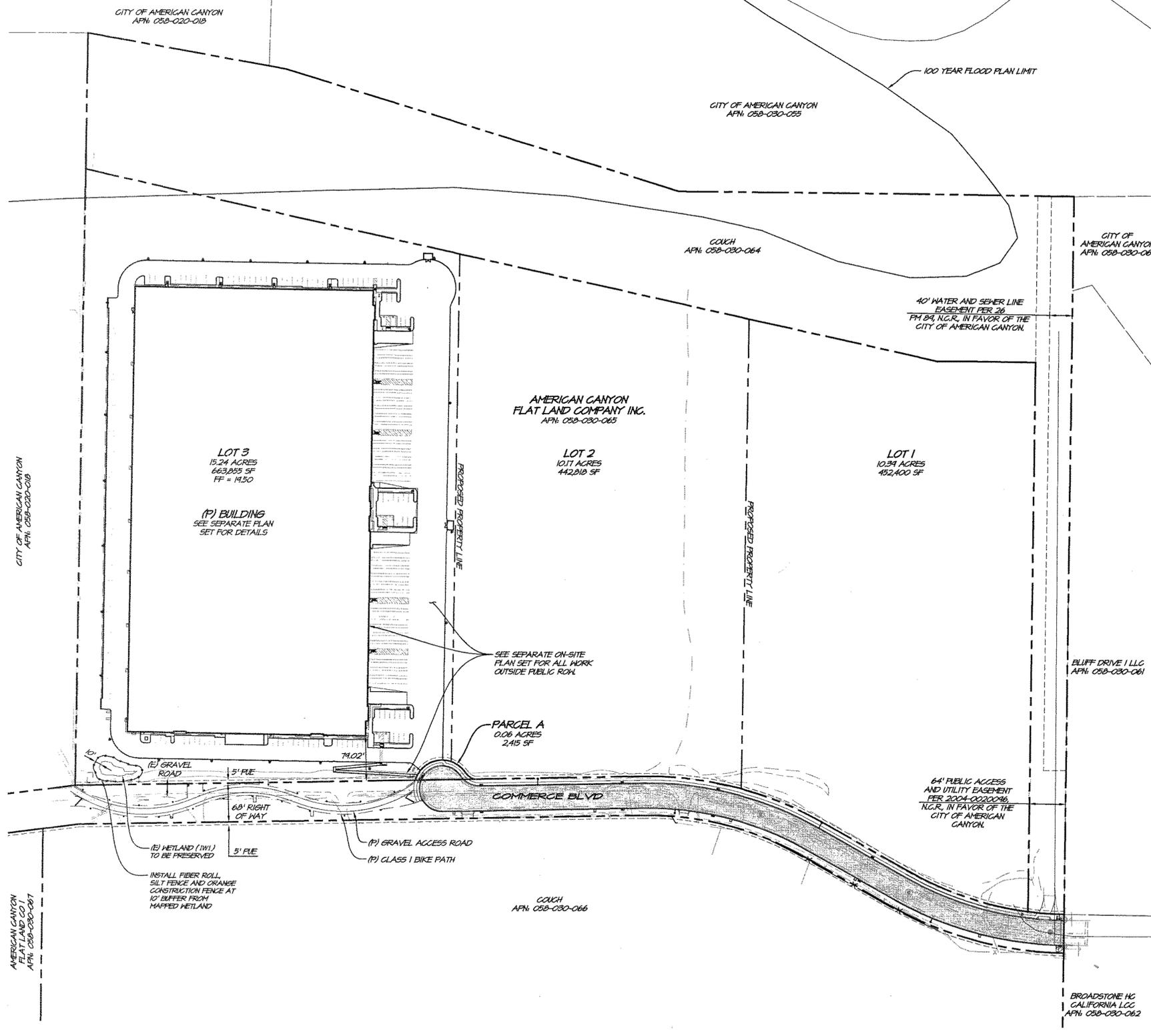
THIS GRADING PLAN HAS BEEN REVIEWED BY THE UNDERSIGNED AND FOUND TO BE IN SUBSTANTIAL CONFORMANCE WITH THE INTENT OF THE RECOMMENDATIONS OUTLINED IN THE PROJECT'S GEOTECHNICAL REPORT DATED APRIL 20, 2018. THIS GEOTECHNICAL REPORT SHALL BE CONSIDERED AS PART OF THIS PLAN AND ALL GRADING WORK SHALL BE IN ACCORDANCE WITH SAID GEOTECHNICAL REPORT.

FIRM: KRAZAN & ASSOCIATES

BY: *[Signature]*
DATE: 6-3-19

APPROVED FOR CONFORMANCE TO CITY OF AMERICAN CANYON STANDARD PLANS & SPECIFICATIONS FOR PUBLIC IMPROVEMENT AND APPURTENANT CONDITIONS OF APPROVAL.
[Signature] 7/2/19
STEVEN L. HARTING, P.E., T.E.
PUBLIC WORKS DIRECTOR / CITY ENGINEER
CITY OF AMERICAN CANYON, CALIFORNIA

APPROVED FOR FIRE HYDRANT LOCATIONS
[Signature]
GLENN WEEKS
CITY OF AMERICAN CANYON FIRE CHIEF



COMMERCE BLVD EXTENSION
COVER SHEET
AMERICAN CANYON
CALIFORNIA

1515 FOURTH STREET
NAPA, CALIF. 94559
OFFICE: (707) 252-3301
WWW.RSA+INC.COM

1 02/20/17 BUILDING PLAN CHECK 1
3 04/02/18 BUILDING PLAN CHECK 2
4 05/01/18 BUILDING PLAN CHECK 3

NO. DATE BY APPD

REVISIONS

NO. DATE BY APPD

DATE: NOV. 20, 2018

DRAWN: LHM

DESIGNED: D.S.

CHECKED: PSW

JOB NO. 418010.0

SHEET NO. C1.0

1 OF 20 SHEETS

Job Site Copy

TENTATIVE PARCEL MAP CONDITIONS OF APPROVAL (CONT)

01/2019

AIR QUALITY

- 67. MITIGATION MEASURE AQ-1: THE CONSTRUCTION CONTRACTOR SHALL REDUCE CONSTRUCTION-RELATED AIR POLLUTANT EMISSIONS BY IMPLEMENTING EPA/MD'S BASIC FUGITIVE DUST CONTROL MEASURES, INCLUDING:
- ALL EXPOSED SURFACES (E.G., PARKING AREAS, STAGING AREAS, SOIL PILES, GRADED AREAS, AND UNPAVED ACCESS ROADS) SHALL BE WATERED TWO TIMES PER DAY.
- ALL HAUL TRUCKS TRANSPORTING SOIL, SAND, OR OTHER LOOSE MATERIAL OFF SITE SHALL BE COVERED.
- ALL VISIBLE MUD OR DIRT TRACK-OUT ONTO ADJACENT PUBLIC ROADS SHALL BE REMOVED USING NET POWER VACUUM STREET SWEEPERS AT LEAST ONCE PER DAY. THE USE OF DRY POWER SHEEPING IS PROHIBITED.
- ALL VEHICLE SPEEDS ON UNPAVED ROADS SHALL BE LIMITED TO 15 MILES PER HOUR.
- ALL ROADWAYS, DRIVEWAYS, AND SIDEWALKS TO BE PAVED SHALL BE COMPLETED AS SOON AS POSSIBLE. BUILDING PADS SHALL BE LAID AS SOON AS POSSIBLE AFTER GRADINGS UNLESS SEEDING OR SOIL BINDERS ARE USED.
- A PUBLICLY VISIBLE SIGN SHALL BE POSTED WITH THE TELEPHONE NUMBER AND PERSON TO CONTACT AT THE SITE SUPERINTENDENT REGARDING DUST COMPLAINTS. THIS PERSON SHALL RESPOND AND TAKE CORRECTIVE ACTION WITH 40 HOURS. THE AIR DISTRICT'S PHONE NUMBER AND LEAD AGENCY CONTACT INFORMATION SHALL ALSO BE VISIBLE TO ENSURE COMPLIANCE WITH APPLICABLE REGULATIONS.

- 68. MITIGATION MEASURE AQ-2: THE CONSTRUCTION CONTRACTOR SHALL IMPLEMENT THE FOLLOWING MEASURES DURING CONSTRUCTION TO REDUCE CONSTRUCTION-RELATED EXHAUST EMISSIONS:
- IDLING TIMES SHALL BE MINIMIZED EITHER BY SHUTTING EQUIPMENT OFF WHEN NOT IN USE OR REDUCING THE MAXIMUM IDLING TIME TO FIVE MINUTES (AS REQUIRED BY THE CALIFORNIA AIRBORNE TOXICS CONTROL MEASURE-TITLE 13, SECTION 2465 OF CALIFORNIA CODE OF REGULATIONS). CLEAR SIGNAGE SHALL BE PROVIDED FOR CONSTRUCTION WORKERS AT ALL ACCESS POINTS.
- ALL CONSTRUCTION EQUIPMENT SHALL BE MAINTAINED AND PROPERLY TUNED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS. ALL EQUIPMENT SHALL BE CHECKED BY A CERTIFIED MECHANIC AND DETERMINED TO BE RUNNING IN PROPER CONDITION PRIOR TO OPERATION.

- 69. MITIGATION MEASURE AQ-3: EMISSIONS OF VOLATILE ORGANIC COMPOUNDS (VOC) DUE TO THE USE OF ARCHITECTURAL COATINGS ARE REGULATED BY THE LIMITS CONTAINED IN REGULATION 9. ORGANIC COMPOUNDS RULE 9. ARCHITECTURAL COATINGS RULE 9-3. THE VOC ARCHITECTURAL COATING LIMITS WHICH WERE EFFECTIVE ON JANUARY 1, 2011, WAS PROTECTED TO RESULT IN A 32 PERCENT REDUCTION OF VOC EMISSIONS IN THE BAY AREA ASSOCIATED WITH ARCHITECTURAL COATING APPLICATIONS. THE PROJECT CONTRACTOR SHALL USE PAINTS AND SOLVENTS WITH A VOC CONTENT OF 100 GRAMS PER LITER OR LESS FOR INTERIOR AND 150 GRAMS PER LITER OR LESS FOR EXTERIOR SURFACES.

- 70. MITIGATION MEASURE AQ-4: THE CONSTRUCTION CONTRACTOR SHALL IMPLEMENT THE FOLLOWING MEASURES DURING CONSTRUCTION TO FURTHER REDUCE CONSTRUCTION-RELATED EXHAUST EMISSIONS.

ALL OFF-ROAD EQUIPMENT GREATER THAN 25 HORSEPOWER (HP) AND OPERATING FOR MORE THAN 20 TOTAL HOURS OVER THE ENTIRE DURATION OF CONSTRUCTION ACTIVITIES SHALL MEET THE FOLLOWING REQUIREMENT:

- 1. WHERE ACCESS TO ALTERNATIVE SOURCES OF POWER ARE AVAILABLE PORTABLE DIESEL ENGINES SHALL BE PROHIBITED, AND
2. ALL OFF-ROAD EQUIPMENT SHALL HAVE:
A. ENGINES THAT MEET OR EXCEED EITHER USEPA OR CARB TIER 2 OFF-ROAD EMISSION STANDARDS, AND;
B. ENGINES THAT ARE RETROFITTED WITH A CARB LEVEL 2 VERIFIED DIESEL EMISSIONS CONTROL STRATEGY (VDECS), ACCEPTABLE OPTIONS FOR RETROFITTING INCLUDE THE USE OF LATE MODEL ENGINES, LOW-EMISSION DIESEL PRODUCTS, ALTERNATIVE FUELS, ENGINE RETROFIT TECHNOLOGY, AFTER-TREATMENT PRODUCTS, ADD-ON DEVICES SUCH AS PARTICULATE FILTERS, AND/OR OTHER OPTIONS AS SUCH ARE AVAILABLE.

BIOLOGICAL RESOURCES

- 71. MITIGATION MEASURE BIO-1: A PRE-CONSTRUCTION SURVEY FOR BURROWING OWLS SHALL BE CONDUCTED 14 DAYS PRIOR OR LESS TO INITIATING GROUND DISTURBANCE. AS BURROWING OWLS MAY RECOLONIZE A SITE AFTER ONLY A FEW DAYS, TIME LAPSES BETWEEN PROTECTIVE ACTIVITIES THROUGHOUT THE YEAR SHOULD BE AVOIDED. SURVEYS INCLUDING BUT NOT LIMITED TO A FINAL SURVEY CONDUCTED WITHIN 24 HOURS PRIOR TO GROUND DISTURBANCE TO ENSURE ABSENCE. IF NO OWLS ARE FOUND DURING THESE SURVEYS, NO FURTHER ACTIONS TO PROTECT BURROWING OWL WOULD BE NECESSARY.

- 1. BURROWING OWL SURVEYS SHALL BE CONDUCTED BY WALKING THE ENTIRE PROJECT SITE. PEDESTRIAN SURVEY TRANSECTS SHALL BE SPACED TO ALLOW 100 PERCENT VISUAL COVERAGE OF THE GROUND SURFACE. THE DISTANCE BETWEEN TRANSECT CENTER LINES SHALL BE SEVEN METERS (23 FEET) AND SHOULD BE ADJUSTED TO ACCOUNT FOR DIFFERENCES IN TERRAIN, VEGETATION DENSITY, AND GROUND SURFACE VISIBILITY. POOR WEATHER MAY AFFECT THE SURVEYOR'S ABILITY TO DETECT BURROWING OWLS. THIS AVOID CONDUCTING SURVEYS WHEN WIND SPEED IS GREATER THAN 20 KILOMETERS PER HOUR AND THERE IS PRECIPITATION OR DENSE FOG. TO AVOID IMPACTS TO OWLS FROM SURVEYORS, OWLS AND/OR OCCUPIED BURROWS SHALL BE AVOIDED BY A MINIMUM OF 50 METERS (APPROXIMATELY 160 FEET) WHEREVER PRACTICAL TO AVOID FLUSHING OCCUPIED BURROWS. DISTURBANCE TO OCCUPIED BURROWS SHALL BE AVOIDED DURING ALL SEASONS.

- 2. IF BURROWING OWLS ARE DETECTED ON THE SITE, THE FOLLOWING RESTRICTED ACTIVITY DATES AND SETBACK DISTANCES RECOMMENDED PER CDPS STAFF REPORT (2012) SHALL BE IMPLEMENTED:

- FROM APRIL 1 THROUGH OCTOBER 15, LOW DISTURBANCE AND MEDIUM DISTURBANCE ACTIVITIES SHALL HAVE A 200-METER BUFFER WHILE HIGH DISTURBANCE ACTIVITIES SHOULD HAVE A 500-METER BUFFER FROM OCCUPIED NESTS.
• FROM OCTOBER 16 THROUGH MARCH 31, LOW DISTURBANCE ACTIVITIES SHALL HAVE A 50-METER BUFFER, MEDIUM DISTURBANCE ACTIVITIES SHALL HAVE A 100-METER BUFFER, AND HIGH DISTURBANCE ACTIVITIES SHOULD HAVE A 500-METER BUFFER FROM OCCUPIED NESTS.
• NO EARTH-MOVING ACTIVITIES OR OTHER DISTURBANCE SHOULD OCCUR WITHIN THE AFOREMENTIONED BUFFER ZONES OF OCCUPIED BURROWS. THESE BUFFER ZONES SHOULD BE FENCED AS WELL. IF BURROWING OWLS ARE FOUND IN THE PROJECT AREA, A QUALIFIED BIOLOGIST SHALL DELINEATE THE EXTENT OF BURROWING OWL HABITAT ON THE SITE.

- 3. IF BURROWING OWLS ARE PRESENT OUTSIDE OF THE NESTING SEASON, BURROWING OWLS MAY BE PASSIVELY RELOCATED FROM THE PROJECT SITE USING METHODS SO THAT CONSTRUCTION CAN PROCEED. ANY REQUIRED PASSIVE RELOCATION OF BURROWING OWLS WOULD REQUIRE CDPA APPROVAL.

- 4. IF THE SURVEY DETERMINES THAT THE PROJECT SITE IS ACTIVELY BEING USED BY BURROWING OWLS, THEN COMPENSATORY HABITAT MITIGATION SHALL BE PROVIDED IN ACCORDANCE WITH THE GUIDANCE PROVIDED IN THE STAFF REPORT ON BURROWING OWL MITIGATION PREPARED BY THE CALIFORNIA DEPARTMENT OF FISH AND GAME (2012). THE HABITAT MITIGATION/COMPENSATION PLAN WOULD BE SUBJECT TO APPROVAL OF THE CDPA. IF BURROWING OWLS ARE OBSERVED DURING SURVEYS, NOTIFICATION SHALL ALSO BE SUBMITTED TO THE CDPS.

- 72. MITIGATION MEASURE BIO-2: PRE-CONSTRUCTION SURVEYS FOR NESTING SWAINSON'S HAWKS SHALL BE CONDUCTED FOR A QUARTER-MILE RADIUS AROUND ALL PROJECT ACTIVITIES AND SHALL BE COMPLETED FOR AT LEAST TWO SURVEY PERIODS IMMEDIATELY PRIOR TO A PROJECT'S INITIATION. THE SURVEYS SHALL BE CONDUCTED IN ACCORDANCE WITH CDPA'S RECOMMENDED TIMING AND METHODOLOGY FOR SWAINSON'S HAWK NESTING SURVEYS IN CALIFORNIA'S CENTRAL VALLEY (CDPS 2000), WHICH IDENTIFIES DIFFERENT SURVEY HINDRONS THROUGHOUT THE PRE-NESTING AND NESTING SEASONS (RANGING FROM JANUARY 1 THROUGH JULY 30) POST-FLEDGING THAT HAVE DIFFERENT SURVEY METHODOLOGIES AND REQUIREMENTS.

IF SWAINSON'S HAWKS ARE FOUND TO BE NESTING ON THE PROJECT SITE OR WITHIN A 1/4-MILE OF THE PROJECT SITE, BUFFERS SHALL BE ESTABLISHED BY THE QUALIFIED BIOLOGIST WHO CONDUCTED THE SURVEYS USING THE MANAGEMENT CONDITIONS SECTION OF THE ASSOCIATED STAFF REPORT REGARDING MITIGATION FOR IMPACTS TO SWAINSON'S HAWKS IN THE CENTRAL VALLEY OF CALIFORNIA, UNLESS OTHERWISE APPROVED BY CDPA. IF SWAINSON'S HAWKS ARE OBSERVED DURING SURVEYS, NOTIFICATION SHALL ALSO BE SUBMITTED TO THE CDPS.

- 73. MITIGATION MEASURE BIO-3: TO ENSURE THAT IMPACTS TO TREE OR GROUND NESTING RAPTORS ARE AVOIDED OR OFFSET, THE FOLLOWING MITIGATION MEASURES SHALL BE IMPLEMENTED:

- 1. IN ORDER TO AVOID IMPACTS TO NESTING RAPTORS, A PRE-CONSTRUCTION NESTING SURVEY SHALL BE CONDUCTED BY A QUALIFIED RAPTOR BIOLOGIST PRIOR TO COMMENCING WITH EARTH-MOVING OR CONSTRUCTION WORK IF THIS WORK WOULD COMMENCE BETWEEN FEBRUARY 1ST AND AUGUST 31ST. THE SURVEY SHALL BE CONDUCTED WITHIN THE 30 DAY PRIOR TO SITE DISTURBANCE. THE RAPTOR NESTING SURVEY SHALL INCLUDE EXAMINATION OF ALL TREES AND RUDERAL HABITAT OR GRASSLAND WITHIN 200 FEET OF THE PROJECT SITE.

- 2. IF NESTING RAPTORS ARE IDENTIFIED DURING THE SURVEYS, THE DRIPLINE OF THE NEST TREE OR GROUND-NESTING SITE SHALL BE FENCED WITH ORANGE CONSTRUCTION FENCING (PROVIDED THE NEST SITE IS ON THE PROJECT SITE) AND A 200-FOOT RADIUS AROUND THE NEST TREE OR NEST SITE SHALL BE STAKED WITH ORANGE CONSTRUCTION FENCING. IF THE TREE OR NEST SITE IS LOCATED OFF THE PROJECT SITE, THEN THE BUFFER SHALL BE DEMARCATED PER ABOVE WHERE THE BUFFER OCCURS ON THE PROJECT SITE. THE SIZE OF THE BUFFER MAY BE ALTERED IF A QUALIFIED RAPTOR BIOLOGIST CONDUCTS BEHAVIORAL OBSERVATIONS AND DETERMINES THE NESTING RAPTORS ARE WELL ACCLIMATED TO DISTURBANCE. IF THIS OCCURS, THE RAPTOR BIOLOGIST SHALL PRESCRIBE A MODIFIED BUFFER THAT ALLOWS SUFFICIENT ROOM TO PREVENT UNDESIRABLE DISTURBANCE/IMPACTS TO THE NESTING RAPTORS. NO CONSTRUCTION OR EARTH-MOVING ACTIVITY SHALL OCCUR WITHIN THE ESTABLISHED BUFFER UNTIL IT IS DETERMINED BY A QUALIFIED RAPTOR BIOLOGIST THAT THE YOUNG HAVE FLEDGED (THAT IS, LEFT THE NEST) AND HAVE ATTAINED SUFFICIENT FLIGHT SKILLS TO AVOID PROJECT CONSTRUCTION ZONES. THIS TYPICALLY OCCURS BY AUGUST 1ST. THIS DATE MAY BE EARLIER OR LATER, AND SHALL BE DETERMINED BY A QUALIFIED RAPTOR BIOLOGIST. IF A QUALIFIED BIOLOGIST IS NOT HIRED TO WATCH THE NESTING RAPTORS THEN THE BUFFERS SHALL BE MAINTAINED IN PLACE THROUGH THE MONTH OF AUGUST AND WORK WITHIN THE BUFFER CAN COMMENCE ON SEPTEMBER 1ST.

- 3. IF THE PRE-CONSTRUCTION NESTING SURVEY IDENTIFIES A LARGE STICK OR OTHER TYPE OF RAPTOR NEST THAT APPEARS INACTIVE AT THE TIME OF THE SURVEY, BUT THERE ARE TERRITORIAL RAPTORS EVIDENT IN THE NEST SITE VICINITY, A PROTECTION BUFFER (AS DESCRIBED ABOVE) SHALL BE ESTABLISHED AROUND THE POTENTIAL NESTING TREE UNTIL THE QUALIFIED RAPTOR BIOLOGIST DETERMINES THAT THE NEST IS NOT BEING USED. IN THE ABSENCE OF CONCLUSIVE OBSERVATIONS INDICATING THE NEST SITE IS NOT BEING USED, THE BUFFER SHALL REMAIN IN PLACE UNTIL A SECOND FOLLOW-UP NESTING SURVEY CAN BE CONDUCTED TO DETERMINE THE STATUS OF THE NEST AND BEING USED. THE BUFFER SHALL BE DEMARCATED WITH ORANGE CONSTRUCTION FENCING. DISTURBANCE WITHIN THE BUFFER SHALL BE POSTPONED UNTIL IT IS DETERMINED BY A QUALIFIED ORNITHOLOGIST THAT THE YOUNG HAVE FLEDGED AND HAVE ATTAINED SUFFICIENT FLIGHT SKILLS TO AVOID PROJECT CONSTRUCTION ZONES. IF THE NEST REMAINS INACTIVE, THE PROTECTION BUFFER CAN BE REMOVED AND CONSTRUCTION AND EARTH-MOVING ACTIVITIES CAN PROCEED UNRESTRAINED.

TENTATIVE PARCEL MAP CONDITIONS OF APPROVAL (CONT)

01/2019

BIOLOGICAL RESOURCES (CONT)

- 4. IF THE PRE-CONSTRUCTION NESTING SURVEY IDENTIFIES A LARGE STICK OR OTHER TYPE OF RAPTOR NEST THAT APPEARS INACTIVE AT THE TIME OF THE SURVEY, BUT THERE ARE TERRITORIAL RAPTORS EVIDENT IN THE NEST SITE VICINITY, A PROTECTION BUFFER (AS DESCRIBED ABOVE) SHALL BE ESTABLISHED AROUND THE POTENTIAL NESTING TREE UNTIL THE QUALIFIED RAPTOR BIOLOGIST DETERMINES THAT THE NEST IS NOT BEING USED. IN THE ABSENCE OF CONCLUSIVE OBSERVATIONS INDICATING THE NEST SITE IS NOT BEING USED, THE BUFFER SHALL REMAIN IN PLACE UNTIL A SECOND FOLLOW-UP NESTING SURVEY CAN BE CONDUCTED TO DETERMINE THE STATUS OF THE NEST AND ELIMINATE THE POSSIBILITY THAT THE NEST IS UTILIZED BY A LATE-SPRING NESTING RAPTOR (FOR EXAMPLE, RED-TAILED HAWK). THIS SECOND SURVEY SHALL BE CONDUCTED EVEN IF CONSTRUCTION HAS COMMENCED. IF DURING THE FOLLOW-UP LATE SEASON NESTING SURVEY A NESTING RAPTOR IS IDENTIFIED UTILIZING THE NEST, THE PROTECTION BUFFER SHALL REMAIN UNTIL IT IS DETERMINED BY A QUALIFIED RAPTOR BIOLOGIST THAT THE YOUNG HAVE FLEDGED AND HAVE ATTAINED SUFFICIENT FLIGHT SKILLS TO AVOID PROJECT CONSTRUCTION ZONES. IF THE NEST REMAINS INACTIVE, THE PROTECTION BUFFER CAN BE REMOVED AND CONSTRUCTION AND EARTH-MOVING ACTIVITIES CAN PROCEED UNRESTRAINED.

- 74. MITIGATION MEASURE BIO-4: TO ENSURE THAT IMPACTS TO NESTING PASSERINE BIRDS ARE AVOIDED, A NESTING SURVEY SHALL BE CONDUCTED WITHIN 14 DAYS PRIOR TO COMMENCING CONSTRUCTION/ GRADING OR TREE REMOVAL ACTIVITIES IF THIS WORK WOULD COMMENCE BETWEEN FEBRUARY 1 AND SEPTEMBER 1. IF COMMON PASSERINE BIRDS OR FREE-STATUS PASSERINE BIRDS ARE IDENTIFIED NESTING ON THE PROJECT SITE, A NON-DISTURBANCE BUFFER OF 75 FEET SHALL BE ESTABLISHED OR AS OTHERWISE PRESCRIBED BY A QUALIFIED ORNITHOLOGIST. THE BUFFER SHALL BE DEMARCATED WITH ORANGE CONSTRUCTION FENCING. DISTURBANCE WITHIN THE BUFFER SHALL BE POSTPONED UNTIL IT IS DETERMINED BY A QUALIFIED ORNITHOLOGIST THAT THE YOUNG HAVE FLEDGED AND HAVE ATTAINED SUFFICIENT FLIGHT SKILLS TO LEAVE THE AREA OR THAT THE NESTING CYCLE HAS OTHERWISE COMPLETED.

TYPICALLY, MOST PASSERINE BIRDS IN THE REGION OF THE PROJECT SITE ARE EXPECTED TO COMPLETE NESTING BY AUGUST 1ST. HOWEVER, MANY SPECIES CAN COMPLETE NESTING BY THE END OF JUNE OR IN EARLY TO MID-JULY, AND SOME SPECIES CAN COMPLETE NESTING LATER IN AUGUST. REGARDLESS, NESTING BUFFERS SHALL BE MAINTAINED UNTIL SEPTEMBER 1 UNLESS A QUALIFIED ORNITHOLOGIST DETERMINES THAT YOUNG HAVE FLEDGED AND ARE INDEPENDENT OF THEIR NESTS AT AN EARLIER DATE. IF BUFFERS ARE REMOVED PRIOR TO SEPTEMBER 1ST, THE QUALIFIED BIOLOGIST CONDUCTING THE NESTING SURVEYS SHOULD PREPARE A REPORT THAT PROVIDES DETAILS ABOUT THE NESTING OUTCOME AND THE REMOVAL OF BUFFERS. THIS REPORT SHOULD BE SUBMITTED TO THE CITY OF AMERICAN CANYON PLANNING DEPARTMENT PRIOR TO THE TIME THAT NEST PROTECTION BUFFERS ARE REMOVED IF THE DATE IS BEFORE SEPTEMBER 1ST.

- 75. MITIGATION MEASURE BIO-5: BASED ON THE CORPS VERIFIED MAP, 0.02-ACRE OF ISOLATED SEASONAL WETLAND WILL BE IMPACTED BY THE PROPOSED PROJECT. THE RWQCB HAS A WATER QUALITY ORDER NO. 2004-0004-DWQ (GENERAL AND SPECIAL) STANDARD GENERAL WASTE DISCHARGE REQUIREMENTS FOR DREDGED OR FILL DISCHARGES TO WATERS DEEMED BY THE U.S. ARMY CORPS OF ENGINEERS TO BE OUTSIDE OF FEDERAL JURISDICTION. THIS PROJECT WILL APPLY FOR COVERAGE UNDER WATER QUALITY ORDER NO. 2004-0004-DWQ FOR IMPACTS TO ISOLATED WATERS ON THE PROJECT SITE. THE REQUIREMENTS STIPULATED IN THIS PERMIT WILL BECOME CONDITIONS OF PROJECT APPROVAL.

THE APPLICANT IS PROPOSING TO MITIGATE FOR PROJECT-RELATED IMPACTS TO WATERS OF THE STATE AT A 2:1 MITIGATION RATIO AS DESCRIBED IN THE NETL AND MITIGATION PLAN, SON OF COMMERCE 330 DISTRIBUTION CENTER, CITY OF AMERICAN CANYON, CALIFORNIA (MONK & ASSOCIATES 2008). THE APPLICANT WILL COVER APPROXIMATELY 0.02-ACRE OF WETLAND TO MITIGATE IMPACTS TO APPROXIMATELY 0.02-ACRE OF WATERS OF THE STATE ASSOCIATED WITH CONSTRUCTION OF THE PROPOSED PROJECT. THE APPLICANT PROPOSES TO MITIGATE IMPACTS TO RWQCB JURISDICTIONAL SEASONAL WETLANDS VIA CREATION OF SEASONAL WETLAND ON A MITIGATION PROPERTY THAT WILL BE PRESERVED IN PERPETUITY VIA DEED RESTRICTION. THE MITIGATION WETLANDS SHALL BE CREATED, MONITORED, AND EVALUATED FOR SUCCESS AS DESCRIBED IN THE NETL AND MITIGATION PLAN. THE MITIGATION AND MONITORING PLAN WILL BE SUBMITTED TO THE RWQCB FOR APPROVAL PRIOR TO PROJECT CONSTRUCTION.

CULTURAL RESOURCES

- 76. MITIGATION MEASURE CU-1: IF POTENTIALLY SIGNIFICANT HISTORIC RESOURCES ARE ENCOUNTERED DURING SUBSURFACE EXCAVATION ACTIVITIES FOR THE PROJECT AREA, ALL CONSTRUCTION ACTIVITIES WITHIN A 100-FOOT RADIUS OF THE RESOURCE SHALL CEASE UNTIL A QUALIFIED ARCHAEOLOGIST DETERMINES WHETHER THE RESOURCE REQUIRES FURTHER STUDY. THE APPLICANT SHALL INCLUDE A STANDARD INADVERTENT DISCOVERY CLAUSE IN EVERY CONSTRUCTION CONTRACT TO INFORM CONTRACTORS OF THIS REQUIREMENT; ANY PREVIOUSLY IDENTIFIED RESOURCES FOUND DURING CONSTRUCTION SHALL BE RECORDED ON APPROPRIATE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION (DPR) FORMS AND EVALUATED FOR SIGNIFICANCE IN TERMS OF CALIFORNIA ENVIRONMENTAL QUALITY ACT CRITERIA BY A QUALIFIED ARCHAEOLOGIST. POTENTIALLY SIGNIFICANT CULTURAL RESOURCES CONSIST OF BUT ARE NOT LIMITED TO STONE, BONE, FOSSILS, MOOD, OR SHELL ARTIFACTS OR FEATURES, INCLUDING HEARTHS, STRUCTURAL REMAINS, OR HISTORIC DUMPSITES. IF THE RESOURCE IS DETERMINED TO BE SIGNIFICANT UNDER CEQA (I.E., A "HISTORICAL RESOURCE") THE CITY AND A QUALIFIED ARCHAEOLOGIST SHALL DETERMINE WHETHER PRESERVATION IN PLACE IS FEASIBLE. SUCH PRESERVATION IN PLACE IS THE PREFERRED MITIGATION IF SUCH PRESERVATION IS FEASIBLE AND IMPLEMENTED. THE QUALIFIED RESEARCH DESIGN AND ARCHAEOLOGICAL DATA RECOVERY PLAN FOR THE RESOURCE. THE ARCHAEOLOGIST SHALL ALSO CONDUCT APPROPRIATE TECHNICAL ANALYSES, PREPARE A COMPREHENSIVE WRITTEN REPORT AND FILE IT WITH THE APPROPRIATE INFORMATION CENTER (CALIFORNIA HISTORICAL RESOURCES INFORMATION SYSTEM), AND PROVIDE FOR THE PERMANENT CURATION OF THE RECOVERED MATERIALS.

- 77. MITIGATION MEASURE CU-2: IF PREVIOUSLY UNKNOWN HUMAN REMAINS ARE ENCOUNTERED DURING CONSTRUCTION ACTIVITIES, SECTION 2050.5 OF THE CALIFORNIA HEALTH AND SAFETY CODE APPLIES, AND THE FOLLOWING PROCEDURES SHALL BE FOLLOWED:

IN THE EVENT OF AN ACCIDENTAL DISCOVERY OR RECOGNITION OF ANY HUMAN REMAINS, PUBLIC RESOURCE CODE SECTION 5091.48 MUST BE FOLLOWED. ONCE PROJECT-RELATED GROUND DISTURBANCE BEGINS AND IF THERE IS ACCIDENTAL DISCOVERY OF HUMAN REMAINS, THE FOLLOWING STEPS SHALL BE TAKEN:

- THERE SHALL BE NO FURTHER EXCAVATION OR DISTURBANCE OF THE SITE OR ANY NEARBY AREA REASONABLY SUSPECTED TO OVERLIE ADJACENT HUMAN REMAINS UNTIL THE NAPA COUNTY CORONER'S OFFICE IS CONTACTED TO DETERMINE IF THE REMAINS ARE NATIVE AMERICAN AND IF AN INVESTIGATION INTO CAUSE OF DEATH IS REQUIRED. IF THE CORONER DETERMINES THE REMAINS ARE NATIVE AMERICAN, THE CORONER SHALL CONTACT THE NACW WITHIN 24 HOURS, AND THE NACW SHALL IDENTIFY THE PERSON OR PERSONS IT BELIEVES TO BE THE MOST LIKELY DESCENDANT (MOL) OF THE DECEASED NATIVE AMERICAN. THE MOL MAY MAKE RECOMMENDATIONS TO THE LANDOWNER OR THE PERSON RESPONSIBLE FOR THE EXCAVATION WORK, FOR MEANS OF TREATING OR DISPOSING OF, WITH APPROPRIATE DIGNITY, THE HUMAN REMAINS AND ANY ASSOCIATED GRAVE GOODS AS PROVIDED IN PUBLIC RESOURCES CODE SECTION 5091.49

GEOLOGY, SOILS, AND SEISMICITY

- 78. MITIGATION MEASURE GEO-1: THE APPLICANT SHALL COMPLY WITH ALL OF THE SITE PREPARATION AND FOUNDATION/BUILDING DESIGN RECOMMENDATIONS IN THE KRAZAN & ASSOCIATES GEOTECHNICAL ENGINEERING INVESTIGATION FOR THE SITE (KRAZAN 2018). THE APPLICANT'S GEOTECHNICAL CONSULTANT SHALL REVIEW AND APPROVE ALL GEOTECHNICAL ASPECTS OF THE PROJECT CONSTRUCTION AND GRADING PLANS (I.E., SITE PREPARATION AND GRADING, SITE DRAINAGE IMPROVEMENTS, AND DESIGN PARAMETERS FOR FOUNDATIONS, RETAINING WALLS, STREET PAVEMENT, AND DRIVEWAYS) TO ENSURE THAT THEIR RECOMMENDATIONS HAVE BEEN PROPERLY INCORPORATED. THE RESULTS OF THE PLAN REVIEW SHALL BE SUMMARIZED BY THE APPLICANT'S GEOTECHNICAL ENGINEER IN A LETTER TO BE SUBMITTED TO THE CITY ENGINEER AND BUILDING OFFICIAL FOR REVIEW AND APPROVAL PRIOR TO THE ISSUANCE OF GRADING, ENCROACHMENT, AND BUILDING PERMITS.

- MITIGATION MEASURE GEO-2: PRIOR TO ISSUANCE OF BUILDING PERMITS AND SITE GRADING, THE APPLICANT/DEVELOPER SHALL SUBMIT TO THE PUBLIC WORKS DEPARTMENT A STORMWATER POLLUTION PREVENTION PLAN UTILIZING BEST MANAGEMENT PRACTICES TO LIMIT EROSION AND STORMWATER POLLUTION DURING CONSTRUCTION OF THE PROJECT. BECAUSE THE PROJECT IS CONSTRUCTED IN PHASES, THE PROJECT DEVELOPER SHALL ENSURE THAT MORE PERMANENT MEASURES SUCH AS LANDSCAPING ARE USED TO PREVENT SOIL EROSION. MEASURES WOULD INCLUDE BUT NOT BE LIMITED TO:
• HYDROSEEDING AND/OR ESTABLISHMENT OF APPROPRIATE PLANT MATERIALS/LANDSCAPING
• PLACEMENT OF STRAW MATS ALONG SLOPE CONTOURS AND DRAINAGE
• LINING OF DROP INLETS WITH FILTER FABRIC/GEOTEXTILE
• ESTABLISHMENT OF A SINGLE DESTINATION "WASH-OUT" FOR CONSTRUCTION SUBCONTRACTORS

- USE OF SILTATION FENCES
• USE OF SEDIMENT BASINS

- 79. MITIGATION MEASURE GEO-3: THE APPLICANT SHALL COMPLY WITH ALL RECOMMENDATIONS IN THE KRAZAN & ASSOCIATES GEOTECHNICAL ENGINEERING INVESTIGATION FOR THE SITE (KRAZAN 2018). KRAZAN RECOMMENDS THAT THE UPPER 24 INCHES OF SOILS WITHIN THE SLAB-ON-GRADE FOUNDATION SITE AND ADJACENT PLATFOOR AREAS CONSIST OF NON-EXPANSIVE ENGINEERED FILL, PADS AND PAVEMENT SUBGRADES SHALL BE TREATED TO REDUCE THE EFFECTS OF SOIL EXPANSION.

HAZARDOUS AND HAZARDOUS MATERIALS

- 80. MITIGATION MEASURE HD-1: BASED ON THE FACT THAT THE LOCATIONS OF THE FORMER USTS ON THE EASTERN COUCH PARCEL OF LAND IS UNKNOWN AND THE SAMPLING DONE IN THE 2005 RELEIFER/ELDER PHASE II SOIL INVESTIGATION DID NOT INCLUDE GROUNDWATER SAMPLING, THE POTENTIAL IMPACTS FROM THE USTS IS A RECOGNIZED ENVIRONMENTAL CONDITION. THEREFORE, A PHASE II SOIL INVESTIGATION INCLUDING GROUNDWATER SAMPLING AS APPLICABLE SHALL BE CONDUCTED, FOR THE 15-ACRE PROPOSED DEVELOPMENT SITE PRIOR TO APPROVAL OF ANY BUILDING PERMITS. ALL RECOMMENDATIONS OF THAT ESA SHALL BE IMPLEMENTED AS PART OF THE PROJECT.

- 81. MITIGATION MEASURE HD-2: FOLLOWING THE PHASE II ESA, A SOIL MANAGEMENT PLAN SHALL BE IMPLEMENTED. THE PLAN WOULD INCLUDE CONTINGENCIES FOR IMPACTED AREAS. ALSO, IF ANY SEPTIC SYSTEMS AND/OR HEATING OIL USTS ARE UNCOVERED, THEY SHOULD BE REMOVED AND DISPOSED OF PER APPLICABLE REGULATIONS. IN ADDITION, IF ANY HELLS ARE UNCOVERED DURING DEVELOPMENT, IT SHOULD BE PROPERLY ABANDONED PER APPLICABLE REGULATIONS.

HYDROLOGY AND WATER QUALITY

- 82. MITIGATION MEASURE HD-1: PRIOR TO THE ISSUANCE OF GRADING PERMITS OR BUILDING PERMITS (WHICHEVER OCCURS FIRST), THE PROJECT APPLICANT SHALL OBTAIN COVERAGE UNDER THE STATE CONSTRUCTION GENERAL PERMIT (MDES GENERAL PERMIT FOR STORMWATER DISCHARGES ASSOCIATION WITH CONSTRUCTION ACTIVITY (ORDER 2004-0004-DWQ) BY PREPARING A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND SUBMITTING IT ALONG WITH A NOTICE OF INTENT, TO THE SAN FRANCISCO BAY RWQCB. THE CITY OF AMERICAN CANYON SHALL CONFIRM THAT THE APPLICANT HAS PREPARED A SWPPP AND OBTAINED COVERAGE UNDER THE GENERAL PERMIT PRIOR TO ISSUANCE OF GRADING OR BUILDING PERMITS. THE SWPPP SHALL IDENTIFY A PRACTICAL SEQUENCE FOR BMP IMPLEMENTATION AND MAINTENANCE, SITE RESTORATION CONTINGENCY MEASURES, RESPONSIBLE PARTIES, AND AGENCY CONTACTS. THE SWPPP SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ELEMENTS:

TENTATIVE PARCEL MAP CONDITIONS OF APPROVAL (CONT)

01/2019

HYDROLOGY AND WATER QUALITY (CONT)

- TEMPORARY EROSION CONTROL MEASURES SHALL BE EMPLOYED FOR DISTURBED AREAS.
• NO DISTURBED SURFACES SHALL BE LEFT WITHOUT EROSION CONTROL MEASURES IN PLACE DURING THE WINTER AND SPRING MONTHS. COVER DISTURBED AREAS WITH SOIL STABILIZERS, MULCH, FIBER ROLLS, OR TEMPORARY VEGETATION.
• SEDIMENT SHALL BE RETAINED ON SITE BY A SYSTEM OF SEDIMENT BASINS, TRAPS, OR OTHER APPROPRIATE MEASURES. DROP INLETS SHALL BE LINED WITH FILTER FABRIC/GEOTEXTILE.
• DISCHARGE FROM THE STORM WATER SYSTEM SHALL BE DIFFUSED IN SUCH A WAY AS TO MIMIC EXISTING OVERLAND FLOW CONDITIONS.

- THE CONSTRUCTION CONTRACTOR SHALL PREPARE STANDARD OPERATING PROCEDURES FOR THE HANDLING OF HAZARDOUS MATERIALS ON THE CONSTRUCTION SITE TO ELIMINATE OR REDUCE DISCHARGE OF MATERIALS TO STORM DRAINS. THIS STORY INCLUDE LOCATING CONSTRUCTION-RELATED EQUIPMENT AND PROCESSES THAT CONTAIN OR GENERATE POLLUTANTS IN A SECURE AREA, AWAY FROM STORM DRAINS AND GUTTERS, AND WETLANDS, PARKING, FUELING, AND CLEANING ALL VEHICLES AND EQUIPMENT IN THE SECURE AREA; DESIGNATING CONCRETE WASHOUT AREAS; AND PREVENTING OR CONTAINING POTENTIAL LEAKAGE OR SPILLING FROM SANITARY FACILITIES.

- BMP PERFORMANCE AND EFFECTIVENESS SHALL BE DETERMINED EITHER BY VISUAL MEANS WHERE APPLICABLE (E.G., OBSERVATION OF ABOVE-NORMAL SEDIMENT RELEASE) OR BY ACTUAL WATER SAMPLING IN CASES WHERE VERIFICATION OF CONTAMINANT REDUCTION OR ELIMINATION (SUCH AS INADVERTENT PETROLEUM RELEASE) IS REQUIRED BY THE RWQCB TO DETERMINE ADEQUACY OF THE MEASURE.

- IN THE EVENT OF SIGNIFICANT CONSTRUCTION DELAYS OR DELAYS IN FINAL LANDSCAPE INSTALLATION, NATIVE GRASSES OR OTHER APPROPRIATE VEGETATIVE COVER SHALL BE ESTABLISHED ON THE CONSTRUCTION SITE AS SOON AS POSSIBLE AFTER DISTURBANCE, AS AN INTERIM EROSION CONTROL MEASURE THROUGHOUT THE WET SEASON.

- 83. MITIGATION MEASURE HD-2: PRIOR TO THE ISSUANCE OF GRADING PERMITS FOR THE PROPOSED PROJECT, THE PROJECT APPLICANT SHALL SUBMIT A STORMWATER CONTROL PLAN TO THE CITY OF AMERICAN CANYON FOR REVIEW AND APPROVAL. THE STORMWATER CONTROL PLAN SHALL IDENTIFY POLLUTION PREVENTION MEASURES AND PRACTICES TO PREVENT POLLUTED RUNOFF FROM LEAVING THE PROJECT SITE. THE PLAN SHALL BE IMPLEMENTED TO THE SATISFACTION OF THE CITY OF AMERICAN CANYON PRIOR TO BUILDING OCCUPANCY.

- 84. MITIGATION MEASURE HD-3: PRIOR TO ISSUANCE OF GRADING PERMITS FOR THE PROPOSED PROJECT, THE PROJECT APPLICANT SHALL SUBMIT A FINAL DRAINAGE PLAN AS PREPARED BY A QUALIFIED CIVIL ENGINEER TO THE CITY OF AMERICAN CANYON FOR REVIEW AND APPROVAL. THE APPROVED PLAN SHALL BE INCORPORATED INTO THE PROJECT DESIGN AND CONSTRUCTED TO THE SATISFACTION OF THE CITY.

- 85. MITIGATION MEASURE HD-4: THE PROJECT SPONSOR (OR SUCCESSORS-IN-INTEREST/OWNER) SHALL MAINTAIN IN PERPETUITY THE POST-CONSTRUCTION BMPs LISTED IN THE STORMWATER OPERATIONS AND MANAGEMENT PLAN AND AGREED UPON WITH THE CITY OF AMERICAN CANYON. THE OWNER SHALL MAKE CHANGES OR MODIFICATIONS TO THE BMPs TO ENSURE PEAK PERFORMANCE. THE OWNER SHALL BE RESPONSIBLE FOR COSTS INCURRED IN OPERATING, MAINTAINING, REPAIRING, AND REPLACING THE BMPs. THE OWNER SHALL CONDUCT INSPECTION AND MAINTENANCE ACTIVITIES AND COMPLETE ANNUAL REPORTS.

- 86. MITIGATION MEASURE HD-5: THE DETENTION BASINS SHALL BE MAINTAINED ON A REGULAR BASIS BY THE PROJECT SPONSOR (OR SUCCESSORS-IN-INTEREST). INSPECTIONS OF THE BASINS SHALL BE CONDUCTED AT LEAST ONCE A YEAR BETWEEN JULY 1ST AND SEPTEMBER 1ST. DURING THE DRY PERIODS OF THE YEAR WHEN MINOR STORM EVENTS ARE INSUFFICIENT TO FULLY TRANSPORT SEDIMENT AND DEBRIS, ACCUMULATIONS MAY OCCUR IN DETENTION BASINS. THEREFORE, BASIN AND STORM WATER INLET MAINTENANCE SHALL BE DONE PRIOR TO THE RAINY SEASON AND DURING OTHER EXTENDED DRY SPELLS, WHICH WILL REDUCE THE CONCENTRATION OF SEDIMENT AND DEBRIS THAT TYPICALLY COLLECTS IN THE BOTTOM OF INLETS DURING STORMS. AN ANNUAL INSPECTION AND MAINTENANCE REPORT SHALL BE PREPARED BY THE PROPERTY OWNER AND SUBMITTED TO THE PUBLIC WORKS DIRECTOR BY OCTOBER 15 OF EACH YEAR, AT THE PROPERTY OWNER'S EXPENSE.

NOISE

- 87. MITIGATION MEASURE NOISE-1: 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 ON WEEKENDS AND HOLIDAYS REQUIRES PRIOR WRITTEN APPROVAL FROM THE BUILDING OFFICIAL OR CITY ENGINEER. 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 6:00 A.M. AND 6:00 P.M. ON SUNDAYS AND STATE AND FEDERAL HOLIDAYS. ANY WORK REQUIRING LANE CLOSURES SHALL BE DONE AT NIGHT OR ON WEEKENDS.

- 88. MITIGATION MEASURE NOISE-2: ALL CONSTRUCTION EQUIPMENT SHALL USE NOISE-REDUCTION FEATURES (E.G., MUFFLERS AND ENGINE SHROUDS) THAT ARE NO LESS EFFECTIVE THAN THOSE ORIGINALLY INSTALLED BY THE MANUFACTURER.

TRAFFIC AND TRANSPORTATION

- 89. MITIGATION MEASURE TRA-1: AS DESCRIBED ABOVE, COMMERCE BOULEVARD WOULD MEET THE MINIMUM PM PEAK HOUR VOLUMES FOR INSTALLATION OF A SEPARATE RIGHT-TURN LANE WITH EXISTING PLUS PROJECT VOLUMES (THE PROPOSED PROJECT WOULD ADD TO THE EXISTING HAWAIIAN). THEREFORE, THE APPLICANT SHALL CONTRIBUTE ITS FAIR SHARE TO WIDENING AND/OR RE-STRIPING NORTHEAST CORNER OF COMMERCE BOULEVARD THROUGH LEFT-TURN LANE BASED ON THE PROPOSED PROJECT'S CONTRIBUTION TO CUMULATIVE BUILDOUT VOLUMES AT THE INTERSECTION ITS "FAIR SHARE" CONTRIBUTION TOWARDS THIS IMPROVEMENT WOULD EQUAL 4.28 (43 TRIPS / 1,019 CUMULATIVE VOLUMES-PM PEAK HOUR).

UTILITIES AND SERVICE SYSTEMS

- 90. MITIGATION MEASURE UTIL-1: THE PROJECT APPLICANT SHALL DEMONSTRATE COMPLIANCE WITH THE CITY'S ZERO WATER FOOTPRINT POLICY BY MITIGATING ALL NEW POTABLE WATER DEMANDS WITH "NET WATER" OFFSETS BY ONE OR MORE OF THE FOLLOWING OPTIONS TO ENSURE THE PROJECT RESULTS IN A NET ZERO INCREASE IN DEMAND FOR POTABLE WATER.

- REDUCING EXISTING POTABLE WATER DEMANDS ONSITE
• FINDING PROGRAMS OR CONSTRUCTING PROJECTS THAT WOULD CONSERVE AN EQUIVALENT AMOUNT OF WATER ELSEWHERE WITHIN THE WATER SERVICE AREA
• FINDING OF AND/OR CONSTRUCTING PROJECTS THAT WOULD INCREASE AN EQUIVALENT AMOUNT OF RECYCLED WATER USE ELSEWHERE WITHIN THE WATER SERVICE AREA WHERE POTABLE WATER IS CURRENTLY USED AND/OR
• PURCHASE NEW WATER SUPPLIES FROM OTHER WATER PROVIDERS

- 91. MITIGATION MEASURE UTIL-2: THE PROJECT SHALL BE DESIGNED AND CONSTRUCTED WITH PURPLE IRRIGATION PIPE SO THAT RECLAIMED WATER FROM THE CITY OF AMERICAN CANYON REUSE PROGRAMS IS LOCATED CLOSE TO THE PROJECT. THE PROJECT SHALL CONNECT TO EXISTING RECYCLED WATER PIPELINES FOR IRRIGATION, TOILETS, AND URINALS PRIOR TO OCCUPANCY.

- 92. MITIGATION MEASURE UTIL-3: PRIOR TO ISSUANCE OF A BUILDING PERMIT, THE APPLICANT SHALL PAY WATER CAPACITY FEES IN ACCORDANCE WITH THE CITY'S MUNICIPAL CODE TO PROVIDE FUNDING FOR THE CITY TO ACQUIRE WATER RESOURCES AND DEVELOP ITS TREATMENT AND DISTRIBUTION SYSTEM. THIS WILL ALLOW THE CITY TO EXERCISE ADDITIONAL OPTIONS FOR POTABLE WATER CAPACITY AND WILL ALSO PROVIDE FOR MAINTENANCE OF THE RECYCLED WATER SYSTEM.

- 93. MITIGATION MEASURE UTIL-4: SHOULD ADDITIONAL PROJECT WATER USED BE REQUIRED, THE PROJECT SHALL COMPLY WITH THE CITY'S ORDINANCES AND REGULATIONS IN EFFECT AT THE TIME OF AUTHORIZATION FOR ADDITIONAL WATER USE. IN ADDITION, SUCH CHANGES IN PROJECT USE WOULD TRIGGER A NEW CITY DISCRETIONARY REVIEW PROCESS, WHICH, IN TURN, WOULD TRIGGER RE-EVALUATION OF THE PROJECT'S WATER SUPPLY IMPACTS.

- 94. MITIGATION MEASURE UTIL-5: PRIOR TO ISSUANCE OF BUILDING PERMITS, THE PROJECT APPLICANT SHALL SUBMIT LANDSCAPING PLANS TO THE CITY OF AMERICAN CANYON FOR REVIEW AND APPROVAL. DEMONSTRATING THAT LANDSCAPING WILL COMPLY WITH THE REQUIREMENTS IN THE CITY'S MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (AS 1801). THE LANDSCAPING PLAN SHALL IDENTIFY OUTDOOR IRRIGATION WATER CONSERVATION MEASURES SUCH AS, BUT NOT LIMITED TO:

- DROUGHT-RESISTANT VEGETATION
• IRRIGATION SYSTEMS EMPLOYING THE FOLLOWING FEATURES:
o DRIP IRRIGATION
o LOW-PRECIPITATION-RATE SPRINKLERS
o BUBBLER/SOAKER SYSTEMS
o PROGRAMMABLE IRRIGATION CONTROLLERS WITH AUTOMATIC RAIN SHUTOFF AND FLOW SENSING CAPABILITIES (ET SMART CONTROLLER)
o MATCHED PRECIPITATION RATE NOZZLES THAT MAXIMIZE THE UNIFORMITY OF THE WATER DISTRIBUTION CHARACTERISTICS OF THE IRRIGATION SYSTEM
o CONSERVATIVE SPRINKLER SPACINGS THAT MINIMIZE OVERSPRAY ONTO PAVED SURFACES
o HYDROZONES THAT KEEP PLANTS WITH SIMILAR WATER NEEDS IN THE SAME IRRIGATION ZONE
• MINIMALLY OR GENTLY SLOPED LANDSCAPED AREAS TO MINIMIZE RUNOFF AND MAXIMIZE INFILTRATION
• ORGANIC TOPDRESSINGS MULCH IN NON-TURF AREAS TO DECREASE EVAPORATION AND INCREASE WATER RETENTION

Table with columns: No., Date, Revisions, and Approvals. Includes rows for Building Plan Check 1, 2, 3 and Civil Engineer approval.

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COMMERCE BLVD EXTENSION CONDITIONS OF APPROVAL CALIFORNIA AMERICAN CANYON

Professional Engineer Seal for RSA+ CONSULTING CIVIL ENGINEERS. License No. 11981. Includes project details: Date: NOV 20, 2018; Drawn: LHM; Designed: DLS; Checked: FSW; Job No.: 418010.0; Sheet No.: C1.2 of 20 SHEETS.

CITY OF AMERICAN CANYON GENERAL NOTES

RSA 10/2018

- CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY REPRESENTATIVES HARMLESS FROM ANY AND ALL LIABILITY, REAL AND/OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THIS PROJECT.
- CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT FROM THE CITY OF AMERICAN CANYON PRIOR TO PERFORMING ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY OR ON ANY PORTION OF THE CITY'S PUBLIC WATER, SEWER, OR STORMWATER SYSTEMS.
- CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING STRUCTURES AND UTILITIES DURING CONSTRUCTION.
- CONTRACTOR SHALL VERIFY LOCATIONS, ELEVATIONS, DISTANCES, AND FEATURES THAT MAY AFFECT THE WORK. SHOULD EXISTING CONDITIONS DIFFER FROM THOSE SHOWN OR INDICATED, OR IF IT APPEARS THAT THESE PLANS, STANDARD SPECIFICATIONS, AND SPECIAL PROVISIONS DO NOT ADEQUATELY DETAIL THE WORK TO BE DONE, CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONTINUING WITH ANY RELATED WORK. NO ALLOWANCE WILL BE MADE IN HIS BEHALF FOR ANY EXTRA EXPENSE RESULTING FROM FAILURE OR NEGLIGENCE IN DETERMINING THE CONDITIONS UNDER WHICH WORK IS TO BE PERFORMED. NOTED DIMENSIONS TAKE PRECEDENCE OVER SCALE.
- A SET OF SIGNED BLUEPRINTS AND A SET OF SPECIFICATIONS WILL BE KEPT AT ALL TIMES AT THE JOB SITE ON WHICH ALL CHANGES OR VARIATIONS IN THE WORK, INCLUDING ALL EXISTING UTILITIES, ARE TO BE RECORDED AND/OR CORRECTED DAILY AND SUBMITTED TO THE CITY ENGINEER WHEN THE WORK TO BE DONE IS COMPLETED.
- CONTRACTOR TO EXPOSE AND CHECK LOCATIONS OF EXISTING INVERTS PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL NOTIFY ALL PUBLIC OR PRIVATE UTILITY COMPANIES 48 HOURS PRIOR TO COMMENCEMENT OF WORK ADJACENT TO EXISTING UTILITY LINES UNLESS ENCROACHMENT PERMIT SPECIFICS OTHERWISE.
- CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLANS FOR APPROVAL. ALL TRAFFIC CONTROL SHALL CONFORM TO CALIFORNIA MUTCD. CONTRACTOR SHALL PROVIDE AND MAINTAIN SUFFICIENT BARRICADES TO PROVIDE FOR THE SAFETY OF THE GENERAL PUBLIC TO THE SATISFACTION OF THE PUBLIC WORKS DIRECTOR.
- CONTRACTOR SHALL CONTACT THE PUBLIC WORKS DIRECTOR TO ARRANGE A PRE-CONFERENCE FOR THE PURPOSE OF REVIEWING JOB REQUIREMENTS AND CITY PROCEDURES.
- PRIOR TO THE START OF CONSTRUCTION, CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) AT 811 OR (800) 642-2444 FOR THE LOCATION OF EXISTING UTILITY FACILITIES.
- ALL MATERIALS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL COORDINATE ALL NECESSARY UTILITY RELOCATIONS, IF REQUIRED, WITH THE APPROPRIATE UTILITY COMPANIES.
- CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS DIRECTOR AT LEAST 72 HOURS IN ADVANCE OF COMMENCEMENT OF ANY PART OF THE WORK.
- PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES, CONTRACTOR SHALL LOCATE, BY EXCAVATION, EXISTING WATER FACILITIES TO ASCERTAIN VERTICAL AND HORIZONTAL POSITION. IF CONFLICTS ARISE, DEVELOPER'S ENGINEER SHALL SUBMIT AN ALTERNATE DESIGN ACCEPTABLE TO THE CITY'S DIRECTOR OF PUBLIC WORKS.
- THE CONTRACTOR SHALL COORDINATE AND SCHEDULE ALL INSPECTIONS AT LEAST 48 HOURS IN ADVANCE BY CONTACTING THE CITY OF AMERICAN CANYON PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION AT (707) 641-4562.
- CONSTRUCTION ACTIVITIES ASSOCIATED WITH THE GRADINGS/IMPROVEMENT PLANS SHALL BE LIMITED TO BETWEEN 7:00 A.M. AND 6:00 P.M. MONDAY THROUGH FRIDAY. WORK ON WEEKENDS AND HOLIDAYS REQUIRE WRITTEN APPROVAL FROM THE CITY ENGINEER. IF WEEKENDS AND HOLIDAY WORK IS APPROVED, CONSTRUCTION AND GRADING ACTIVITIES 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 HOLIDAYS.
- PRIOR TO FINAL INSPECTION, CONTRACTOR SHALL PROVIDE CITY WITH VIDEO INSPECTION OF ALL PUBLIC AND PRIVATE STORM DRAIN IMPROVEMENTS.
- WITH THE EXCEPTION OF WATER USED FOR LOADING AND TESTING OF POTABLE WATER LINES, ALL CONSTRUCTION WATER USED FOR THE PROJECT SHALL BE OBTAINED FROM A SOURCE OTHER THAN AMERICAN CANYON POTABLE WATER SOURCES. APPLICANT SHALL PROVIDE VERIFICATION THAT AN OUTSIDE SOURCE OF CONSTRUCTION WATER, E.G., RECYCLED WATER, HAS BEEN ESTABLISHED AND WILL BE AVAILABLE FOR THE DURATION OF THE PROJECT CONSTRUCTION.
- AT PROJECT COMPLETION, THE ENGINEER OF RECORD SHALL PROVIDE PLANS LABELED "AS-BUILT" TO THE CITY OF AMERICAN CANYON INDICATING ANY AND ALL CHANGES MADE DURING CONSTRUCTION. SUCH PLANS SHALL BE DELIVERED IN HARD COPY (MYLAR) AND ELECTRONIC FORMAT (pdf and dwg).

GRADING NOTES

RSA 01/2016

- EXCAVATION AND GRADING SHALL COMPLY WITH CHAPTER 10 FROM THE UNIFORM BUILDING CODE, LATEST EDITION AND SHALL BE DONE IN ACCORDANCE WITH THE RECOMMENDATIONS IN THE GEOTECHNICAL REPORT PREPARED BY KRAZAN & ASSOCIATES, INC. DATED APRIL 20, 2018. A COPY OF SAID REPORT IS AVAILABLE BY THE BIDDERS AT THE ENGINEER'S OFFICE AND THE OWNER'S OFFICE. THE CONTRACTOR SHALL OBTAIN FROM THE OWNER ONE COPY OF THE SAID REPORT PRIOR TO COMMENCEMENT OF WORK.
- THE GEOTECHNICAL ENGINEER SHALL BE NOTIFIED AT LEAST THREE (3) DAYS IN ADVANCE OF COMMENCING WORK, INCLUDING SITE STRIPPING AND GRADING OPERATIONS. THIS WORK SHALL BE OBSERVED AND TESTED BY THE GEOTECHNICAL ENGINEER'S REPRESENTATIVE.
- SITE WORK SHALL BE VISUALLY INSPECTED BY THE CONTRACTOR TO DETERMINE THE EXTENT OF CLEARINGS, GRUBBING AND GRADING WORK TO BE DONE.
- SOIL STRIPPED AS DETAILED IN THE GEOTECHNICAL REPORT SHALL BE STOCKPILED FOR USE IN LANDSCAPED AREAS. CONTRACTOR SHALL COORDINATE WITH LANDSCAPE CONTRACTOR.
- CONTRACTOR SHALL CONDUCT ALL GRADING OPERATIONS IN SUCH A MANNER AS TO PRECLUDE WIND BLOWN DIRT AND DUST AND RELATED DAMAGE TO NEIGHBORING PROPERTIES. SUFFICIENT WATERING TO CONTROL DUST IS REQUIRED AT ALL TIMES. CONTRACTOR SHALL ASSUME LIABILITY FOR CLAIMS RELATED TO WIND BLOWN MATERIAL. IF THE DUST CONTROL IS INADEQUATE AS DETERMINED BY THE PUBLIC WORKS DIRECTOR OR HIS DESIGNATED REPRESENTATIVE, THE CONSTRUCTION WORK SHALL BE TERMINATED UNTIL CORRECTIVE MEASURES ARE TAKEN.
- ALL FILLS PLACED AT DEPTHS OF MORE THAN THREE FEET (3) SHOULD BE COMPACTED TO AT LEAST 95% OF THE MAXIMUM DRY DENSITY DETERMINED BY THE ASTM D1557-02 TEST PROCEDURE.
- ANY UNDERGROUND PIPES WITHIN TWO FEET (2') OF ORIGINAL OR FINAL GRADE (WHICHEVER IS LOWER) SHOULD BE REMOVED.
- DEPENDING ON CONDITIONS IN THE FIELD, THE GEOTECHNICAL ENGINEER MAY APPROVE MEASURES INTENDED TO MINIMIZE THE VOLUME OF STRIPPING. THESE MEASURES MIGHT INCLUDE DELETION OF STRIPPING LOCALLY, MOWING AND DISC PROCEDURES AND/OR THE MIXTURE OF NATIVE SOILS WITH MINOR ORGANIC MATTER, WITH SOILS OBTAINED BELOW EXISTING GROUND SURFACES (WITHOUT ORGANIC MATTER).
- ALL PROPERTY CORNERS SHALL BE CLEARLY DELINEATED IN THE FIELD PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION/GRADING.
- COMPACTED FILL TO SUPPORT ANY STRUCTURES SHALL COMPLY WITH CBC SECTION 1803.3. PROJECTS WITHOUT A GEOTECHNICAL REPORT SHALL HAVE DETAILED SPECIFICATIONS SATISFYING THE REQUIREMENTS IN SECTION 1803.5 PREPARED BY THE ENGINEER OF RECORD (EOR).
- THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) TWO DAYS BEFORE DIGGING AT 811.
- EXCESS SOIL SHALL BE STOCKPILED AT A LOCATION SPECIFIED BY THE PERMITS.
- MAXIMUM CUT AND FILL SLOPE = 2:1, UNLESS OTHERWISE RECOMMENDED BY A GEOTECHNICAL ENGINEER IN CONFORMANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT.
- NO OBSTRUCTION OF NATURAL WATER COURSES IS PERMITTED.
- DURING ROUGH GRADING OPERATIONS AND PRIOR TO CONSTRUCTION OF PERMANENT DRAINAGE STRUCTURES, TEMPORARY DRAINAGE CONTROL (BEST MANAGEMENT PRACTICES, BMPs) SHALL BE PROVIDED TO PREVENT FLOODING OF WATER AND DAMAGE TO ADJACENT PROPERTIES.
- DUST SHALL BE CONTROLLED BY WATERING OR OTHER APPROVED METHODS.
- ALL EXISTING DRAINAGE COURSES ON THE PROJECT SITE MUST CONTINUE TO FUNCTION. PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS MUST BE USED TO PROTECT ADJOINING PROPERTIES DURING GRADING OPERATIONS.
- BMPs IN COMPLIANCE WITH SHAFFP AND CITY ESCP SHALL BE IN PLACE AT ALL TIMES DURING GRADING OPERATIONS.

CITY OF AMERICAN CANYON UTILITY NOTES

RSA 01/2016

- CONTRACTOR HAS THE FOLLOWING OPTIONS FOR STORM DRAIN PIPING: REINFORCED CONCRETE PIPE (RCP) SHALL BE CLASS Y PER CALTRANS STANDARD SPECIFICATIONS, POLYVINYL CHLORIDE (PVC) PIPE FOR THE STORM DRAIN SHALL COMPLY WITH ANSI/ASTM D 3034-18, SDR 35 REQUIREMENTS OR CORRUGATED POLYETHYLENE PIPE SUCH AS ADVANCED DRAINAGE SYSTEMS (ADS) N-12 OR APPROVAL EQUAL. USE OTHER IF SPECIFIED ON THE PLANS.
NOTE: RCP IS REQUIRED WITHIN CITY RIGHT-OF-WAY.
- ASBESTOS CEMENT PIPE (ACP) SHALL NOT BE ALLOWED UNDER ANY CIRCUMSTANCES.
- TRENCHING AND BACKFILL SHALL COMPLY WITH AMERICAN CANYON STANDARDS. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE SAFETY STANDARDS FOR TRENCH SAFETY. ALL PIPES HAVING LESS THAN 3" OF COVER SHALL BE BACKFILLED WITH CLASS II AGGREGATE BASE. ALL PIPES WITHIN RIGHT-OF-WAY SHALL BE BACKFILLED WITH 100% IMPORTED CLASS II AGGREGATE BASE.
- CONTRACTOR SHALL CONTACT THE CITY OF AMERICAN CANYON TO ARRANGE A PRE-PROJECT CONFERENCE FOR THE PURPOSE OF REVIEWING JOB REQUIREMENTS AND CITY PROCEDURES.

CITY OF AMERICAN CANYON FIRE PROTECTION DISTRICT NOTES

RSA 09/2016

- THE ACPFD IS RESPONSIBLE FOR ALL ON-SITE FIRE SERVICES AND THEIR APPURTENANCES INCLUDING UNDERGROUND FIRE SERVICE LINES, PRIVATE FIRE HYDRANTS AND FIRE SPRINKLER LATERALS AND RISERS. ALL WORK SHALL COMPLY WITH THE MOST CURRENT ADOPTED EDITION OF NFPA 13 & 24.
- PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL CONTACT ACPFD FIRE PREVENTION DIVISION AT (707) 257-4540 TO ARRANGE A PRE-CONSTRUCTION MEETING FOR THE PURPOSE OF REVIEWING JOB REQUIREMENTS AND FIRE DISTRICT INSPECTION PROCEDURES.
- REQUESTS FOR FIRE DISTRICT FIELD INSPECTION SHALL BE MADE A MINIMUM OF 48 HOURS IN ADVANCE BY CALLING THE FIRE PREVENTION DIVISION AT (707) 257-4540, MONDAY THROUGH FRIDAY 8:00 AM TO 5:00 PM.
- CONSTRUCTION WORK FOR WHICH FIRE DISTRICT APPROVAL IS REQUIRED SHALL BE SUBJECT TO INSPECTION AND SUCH CONSTRUCTION WORK SHALL REMAIN ACCESSIBLE AND EXPOSED FOR INSPECTION PURPOSES UNTIL APPROVED OR INSTRUCTED TO COVER.
- AN APPROVED/SIGNED COPY OF THE APPROVED PLANS SHALL BE AVAILABLE FOR REVIEW AT THE TIME OF INSPECTION BY THE FIRE DISTRICT.
- ANY CHANGES TO THE APPROVED FIRE PROTECTION PLANS SHALL BE NOTED ON THE PLAN (IN RED) PRIOR TO THE TIME OF INSPECTION BY THE FIRE PREVENTION INSPECTOR. CHANGES MAY REQUIRE "AS BUILT" DRAWINGS AND/OR ADDITIONAL CALCULATION.
- PRIOR TO FINAL PROJECT APPROVAL AND SIGN OFF, THE OWNER AND/OR CONTRACTOR SHALL BE REQUIRED TO SUBMIT TO THE FIRE DEPARTMENT INSPECTOR A COMPLETED COPY OF THE NFPA "CONTRACTORS MATERIAL CERTIFICATION FOR UNDERGROUND PIPING".
- IF STREETS OR ACCESS ROADS ARE NOT PAVED FROM OCTOBER 15TH THROUGH APRIL 15TH, THE FIRE DISTRICT REQUIRES THAT A TEMPORARY ALL WEATHER ACCESS ROAD BE PROVIDED PRIOR TO THE STOCKPILING OF COMBUSTIBLE MATERIALS OR BEGINNING COMBUSTIBLE CONSTRUCTION. A MATERIALS STAGING AND STORAGE PLAN MAY BE REQUIRED PRIOR TO DELIVERY OF COMBUSTIBLE MATERIALS.
- FIRE APPARATUS ACCESS ROADS SHALL HAVE AN UNOBSTRUCTED MINIMUM WIDTH OF 20 FEET (CURB TO CURB) AND A MINIMUM UNOBSTRUCTED VERTICAL CLEARANCE OF 18'6" AT ALL TIMES.

CITY OF AMERICAN CANYON SANITARY SEWER NOTES

10/2018

- ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO THE CITY OF AMERICAN CANYON PUBLIC WORKS DEPARTMENT ENGINEERING STANDARD PLANS AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (ENGINEERING STANDARDS), INCLUDING ALL ADDENDA, STANDARD PLAN REVISIONS, AND SPECIAL PROVISIONS.
- SEWER MAINS, SEWER LATERALS AND CLEANOUTS SHALL CONFORM TO AND BE INSTALLED IN ACCORDANCE WITH THE ENGINEERING STANDARDS.
- PRIOR TO BEGINNING ANY EXCAVATION, TO AVOID CONFLICTS, THE CONTRACTOR SHALL DETERMINE THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES IN THE AREA OF THE PROPOSED WORK. SUCH EXISTING UTILITIES SHALL INCLUDE, BUT NOT BE LIMITED TO, ELECTRICAL, TELEPHONE AND CABLE T.V. CONDUITS, GAS LINES, WATER MAINS, SEWER MAINS AND DRAIN LINES.
- ALL TRENCHING, BACKFILL, AND RE-SURFACING REQUIRED FOR INSTALLATION OF SANITARY SEWER FACILITIES SHALL BE PER ENGINEERING STANDARD DRAWINGS 4.01 AND 4.02.
- THE LOCATION OF EACH SEWER LATERAL, THE LETTER "S" SHALL BE INSCRIBED INTO THE FACE OF THE CURB. THE LETTER "S" SHALL BE THREE INCHES (3") HIGH AND COMPLETELY LEGIBLE.
- CAUTION TAPE SHALL BE LAID ON THE TOP OF INITIAL BACKFILL, ALONG THE ENTIRE LENGTH OF ALL SEWER LINES. CAUTION TAPE SHALL BE GREEN PLASTIC TAPE, 3-INCH WIDE, MARKED "SEWERLINE BURIED BELOW".
- EACH LATERAL SHALL HAVE A CLEANOUT BEHIND PROPERTY LINE, AS WELL AS WITHIN FIVE (5) FEET OF THE BUILDING. CLEANOUT SHALL BE BROUGHT TO FINISH GRADE WITH AN APPROPRIATE COVER.
- NON-METALLIC SEWER FORCE MAIN PIPES REQUIRE TRACER WIRE IN ACCORDANCE WITH ENGINEERING STANDARD PLAN 7.11.

CITY OF AMERICAN CANYON WATER NOTES

RSA 10/2018

- ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO THE CITY OF AMERICAN CANYON PUBLIC WORKS DEPARTMENT ENGINEERING STANDARD PLANS AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (ENGINEERING STANDARDS) LATEST EDITION, INCLUDING ALL ADDENDA, STANDARD PLAN REVISIONS, AND SPECIAL PROVISIONS.
- PRIOR TO THE START OF CONSTRUCTION CONTRACTOR SHALL CONTACT THE CITY OF AMERICAN CANYON PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION AT (707) 641-4562 TO ARRANGE A PRE-CONSTRUCTION MEETING FOR THE PURPOSE OF REVIEWING JOB REQUIREMENTS AND CITY PROCEDURES.
- ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY OR ON ANY PORTION OF THE CITY'S PUBLIC WATER SYSTEM REQUIRES AN ENCROACHMENT PERMIT FROM THE CITY OF AMERICAN CANYON.
- THE CONTRACTOR SHALL CONTACT THE CITY OF AMERICAN CANYON PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION AT (707) 641-4562 AT LEAST 48 HOURS IN ADVANCE OF BEGINNING WORK FOR SCHEDULING OF CONSTRUCTION INSPECTIONS.
- PRIOR TO BEGINNING ANY EXCAVATION AND TO AVOID CONFLICTS, THE CONTRACTOR SHALL DETERMINE THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES IN THE AREA OF THE PROPOSED WORK. SUCH EXISTING UTILITIES SHALL INCLUDE, BUT NOT BE LIMITED TO, ELECTRICAL, TELEPHONE AND CABLE T.V. CONDUITS, GAS LINES, WATER MAINS, SEWER MAINS AND DRAIN LINES.
- ALL TRENCHING, BACKFILL, AND RE-SURFACING REQUIRED FOR INSTALLATION OF WATER SYSTEM FACILITIES SHALL BE PER ENGINEERING STANDARD DRAWINGS 4.01 AND 4.02.
- START EXCAVATION BY EXPOSING END OF EXISTING MAIN TO DETERMINE ITS LINE AND GRADE. START NEW MAIN 8'-10" FROM AND ON THE SAME LINE AND GRADE AS THE EXISTING MAIN. PIPE LAYING SHALL THEN BE ADJUSTED TO THE DEPTH OF THE NEW MAIN.
- NO. 12 INSULATED COPPER WIRE SHALL BE LAID ON THE TOP OF AND ALONG THE ENTIRE LENGTH OF ALL NON-METALLIC LINES AND SHALL BE EXTENDED TO THE SURFACE AT ALL VALVE LOCATIONS, BLOW-OFFS, AND METER BOXES SUFFICIENTLY FOR LOCATOR EQUIPMENT TO BE ATTACHED. FASTEN THE WIRE TO THE CENTER LINE AT THE TOP OF THE PIPE SO AS NOT TO BE DISPLACED BY BACKFILLING PROCEDURE.
- CAUTION TAPE SHALL BE LAID ON THE TOP OF INITIAL BACKFILL, ALONG THE ENTIRE LENGTH OF ALL WATER LINES. CAUTION TAPE SHALL BE BLUE PLASTIC TAPE, 3-INCH WIDE, MARKED "WATERLINE BURIED BELOW".
- AT THE LOCATION OF EACH WATER SERVICE LATERAL, THE LETTER "W" SHALL BE INSCRIBED INTO THE FACE OF THE CURB. THE LETTER "W" SHALL BE THREE INCHES (3") HIGH AND COMPLETELY LEGIBLE.
- EXISTING WATER VALVES TO BE OPERATED BY CITY PERSONNEL ONLY.
- WATER LINES SHALL NOT BE PHYSICALLY CONNECTED TO THE AMERICAN CANYON WATER SYSTEM UNTIL DISINFECTED AND TESTED IN ACCORDANCE WITH CITY PERSONNEL.
- ALL SALVAGEABLE APPURTENANCES SHALL BE RETURNED TO THE CITY OF AMERICAN CANYON CORPORATION YARD LOCATED AT 205 METLANDS EDGE ROAD, UNLESS OTHERWISE DIRECTED.
- THERE SHALL BE NO UN-METERED CONNECTIONS TO THE CITY'S WATER SYSTEM INCLUDING CONNECTIONS BYPASSING METERS FOR TESTING ON-SITE PLUMBING OR FOR OBTAINING CONSTRUCTION WATER. PRESSURE TESTING AGAINST VALVES WILL NOT BE ALLOWED.
- THE CONTRACTOR SHALL INSTALL A TWO-INCH (2") TEMPORARY REDUCED PRESSURE BACKFLOW VALVE ON THE END OF THE EXISTING MAIN FOR CONSTRUCTION WATER OR APPLY FOR TEMPORARY WATER METER THROUGH THE PUBLIC WORKS DEPARTMENT. ALTERNATIVELY, THE CONTRACTOR MAY OBTAIN A TEMPORARY HYDRANT METER THROUGH THE PUBLIC WORKS DEPARTMENT.
- ITEMS SPECIFIED IN THE ENGINEERING STANDARDS ARE APPROVED BY THE CITY ENGINEER. DEVIATIONS FROM THE ENGINEERING STANDARDS SHALL BE SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.
- VERTICAL AND HORIZONTAL DEFLECTIONS IN WATER MAINS SHALL NOT EXCEED MANUFACTURER'S RECOMMENDATIONS OR FITTINGS AND THRUST BLOCKS WILL BE REQUIRED.
- WATER SERVICES SHALL BE INSTALLED OVER THE TOP OF THE UNDERGROUND JOINT TRENCH UTILITIES. MAINTAIN MINIMUM COVER PER CITY STANDARD SPECIFICATIONS.
- PROVIDE STANDARD BOXES FOR ALL VALVES PER CITY OF AMERICAN CANYON STANDARDS. OPERATING NUT EXTENSIONS REQUIRED ONLY WHERE MAIN IS MORE THAN TEN FEET (10') DEEP.
- ASBESTOS CEMENT PIPE (ACP) WILL NOT BE ALLOWED UNDER ANY CIRCUMSTANCES.
- PVC PIPE SHALL BE DR14.
- ALL DUCTILE IRON PIPE AND APPURTENANCES SHALL BE WRAPPED WITH 10 MILS THICK POLYETHYLENE TUBING, GAD WELDED BONDING WIRE, AND HAVE APPROVED CATHODIC PROTECTION. ANY APPURTENANCES REMAINING EXPOSED SHALL RECEIVE TWO COATS OF KOPFERS BITUMASTIC NO. 905, OR APPROVED ALTERNATE, APPLIED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
- WHEN A WATER MAIN AND A SEWER LINE ARE IN A PARALLEL ALIGNMENT, THERE SHALL BE MINIMUM TEN FEET (10') CLEAR SEPARATION BETWEEN THE WATER AND SEWER MAINS. WHEN A WATER MAIN AND SEWER LINE ARE IN A PERPENDICULAR CROSSING ALIGNMENT, THERE SHALL BE A MINIMUM TWELVE INCHES (12') CLEAR SEPARATION BETWEEN WATER AND SEWER MAINS, AND NO WATER MAIN JOINTS SHALL BE ALLOWED WITHIN TEN FEET (10') OF THE SEWER LINE.
- BACKFILL AROUND WATER LINES PROTECTED WITH POLYETHYLENE WRAP SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND SHALL BE LOW CHLORIDE, FINE SAND MATERIAL PLACED TO A MINIMUM OF SIX INCH (6") BEDDING AND TWELVE INCHES (12") ABOVE THE TOP OF PIPE.
- A MINIMUM OF TWO FEET (2') OF COVER ON WATER MAINS SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION OF STREETS, UNLESS OTHERWISE SPECIFIED BY THE PUBLIC WORKS DIRECTOR.
- WATER SERVICES ARE TO BE INSTALLED AT EACH LOT. GALVANIZED MALLEABLE IRON FITTINGS ARE PROHIBITED.

CITY OF AMERICAN CANYON WATER NOTES (CONT')

RSA 10/2018

- PRIOR TO FINAL INSPECTION, A CROSS-CONNECTION VERIFICATION INSPECTION MUST BE PERFORMED BETWEEN THE POTABLE AND RECYCLED WATER SYSTEMS.
- ALL BUTTERFLY VALVES SHALL BE EQUIPPED WITH FLOWMETER ADAPTOR WHEN USING PVC PIPE.
- ALL HARDWARE USED FOR UNDERGROUND INSTALLATION OF VALVES, FITTINGS, AND ALL OTHER APPURTENANCES, SHALL BE STAINLESS STEEL.

MATERIAL SPECIFICATIONS	
PIPE	TYPE
DOMESTIC WATER	PVC SCH 80 4" DIAMETER, PVC DR14 2.4" DIAMETER
FIRE SERVICE	PVC CLASS 200, C-400
STORM DRAIN	SEE UTILITY NOTE #1
PRESURIZED STORM DRAIN	PVC CLASS 150, 200, C-400
GRAVITY SEWER	PVC SDR 35
SEWER FORCE MAIN	PVC SCH 40 4" DIAMETER, PVC DR18 2.4" DIAMETER
RECLAIMED WATER	PVC SCH 80 4" DIAMETER, PVC DR14 2.4" DIAMETER

1515 FOURTH STREET
NAPA, CALIF. 94559
OFFICE (707) 252-3301
WWW.RSACIVIL.COM

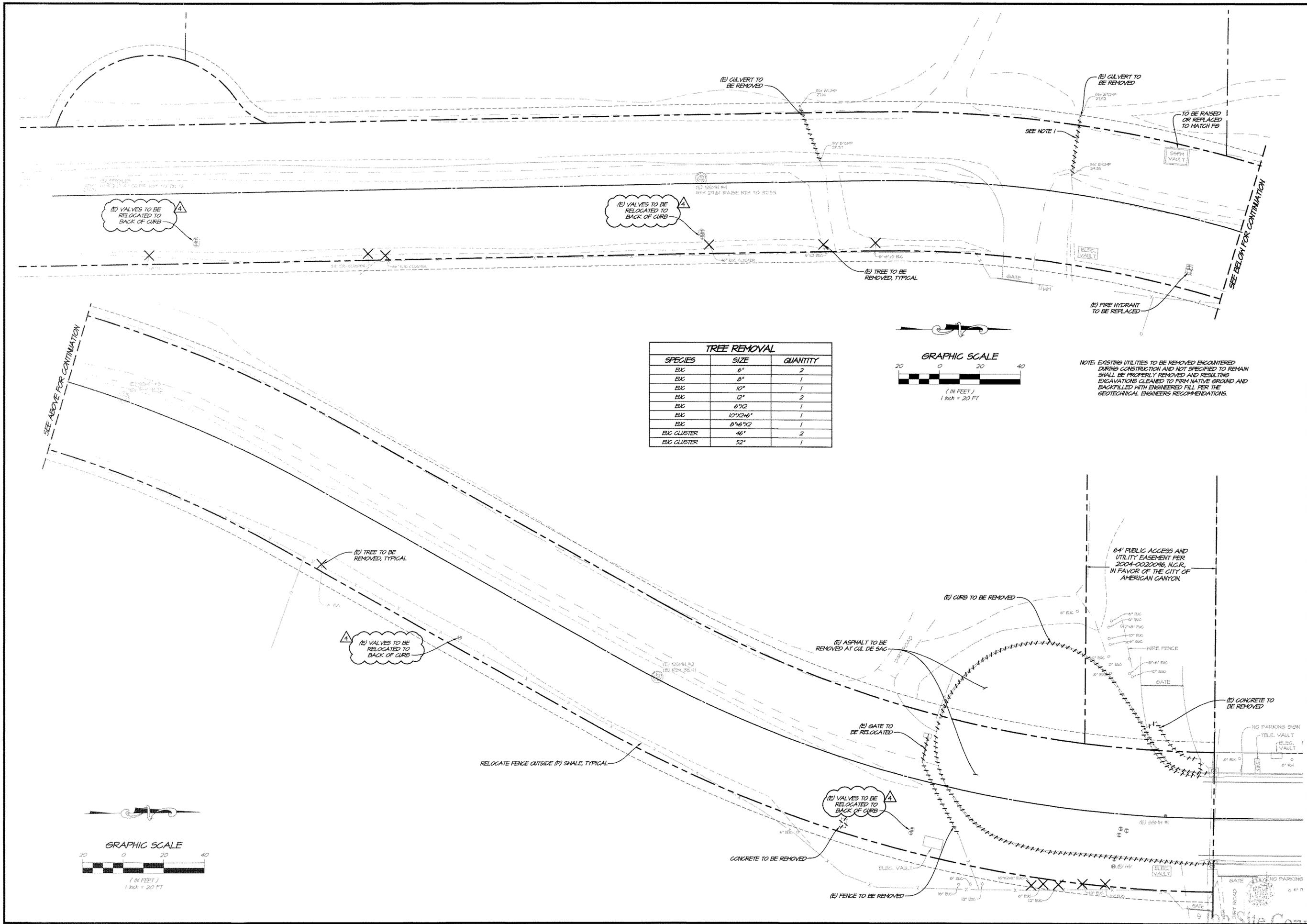
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CONSULTING CIVIL ENGINEERS + SURVEYORS

**COMMERCE BLVD EXTENSION
CONSTRUCTION NOTES**
AMERICAN CANYON CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
NO. 82758
EXPIRES 9-30-20
CIVIL ENGINEER
STATE OF CALIFORNIA

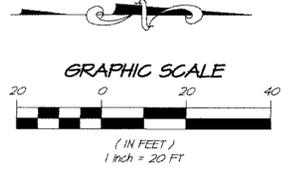
DATE	NOV. 20, 2018
DRAWN	LMM
DESIGNED	DJS
CHECKED	PSH
JOB NO.	4180100
SHEET NO.	C1.3
4 OF 20 SHEETS	

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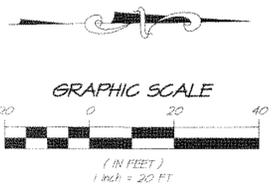


TREE REMOVAL

SPECIES	SIZE	QUANTITY
EUC	6"	2
EUC	8"	1
EUC	10"	1
EUC	12"	2
EUC	6"x2	1
EUC	10"x2x6"	1
EUC	8"x6"x2	1
EUC GLUSTER	46"	2
EUC GLUSTER	52"	1



NOTE: EXISTING UTILITIES TO BE REMOVED ENCOUNTERED DURING CONSTRUCTION AND NOT SPECIFIED TO REMAIN SHALL BE PROPERLY REMOVED AND RESULTING EXCAVATIONS CLEANED TO FIRM NATIVE GROUND AND BACKFILLED WITH ENGINEERED FILL PER THE GEOTECHNICAL ENGINEERS RECOMMENDATIONS.



NO.	DATE	REVISIONS	BY	APPD.
1		BUILDING PLAN CHECK 1	PSH	
2		CONCRETE BUILDING PLAN CHECK 2	LMM	
3		SEWER BUILDING PLAN CHECK 3	DJS	
4				

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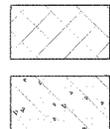
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**COMMERCE BLVD EXTENSION
COMMERCE BLVD DEMOLITION PLAN**
CALIFORNIA
AMERICAN CANYON



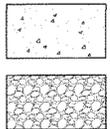
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DESIGNED	DJS
CHECKED	PSH
JOB NO.	A100100
SHEET NO.	C2.0
	6 OF 20 SHEETS

HATCH LEGEND



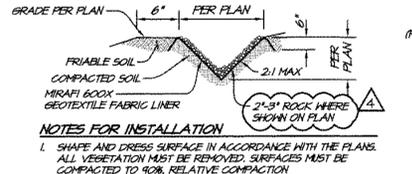
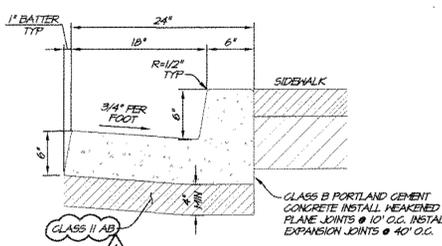
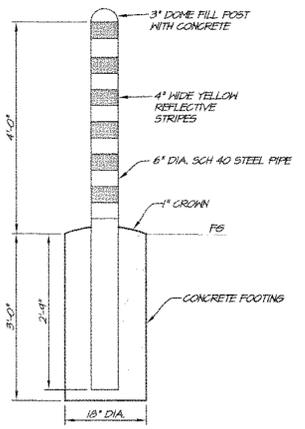
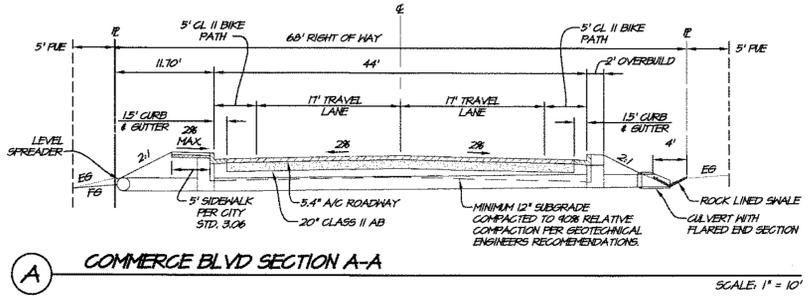
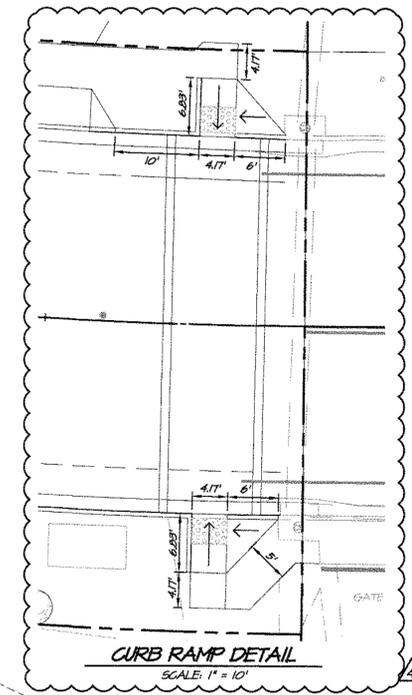
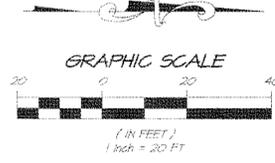
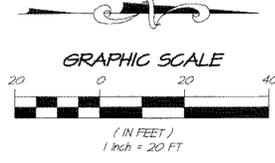
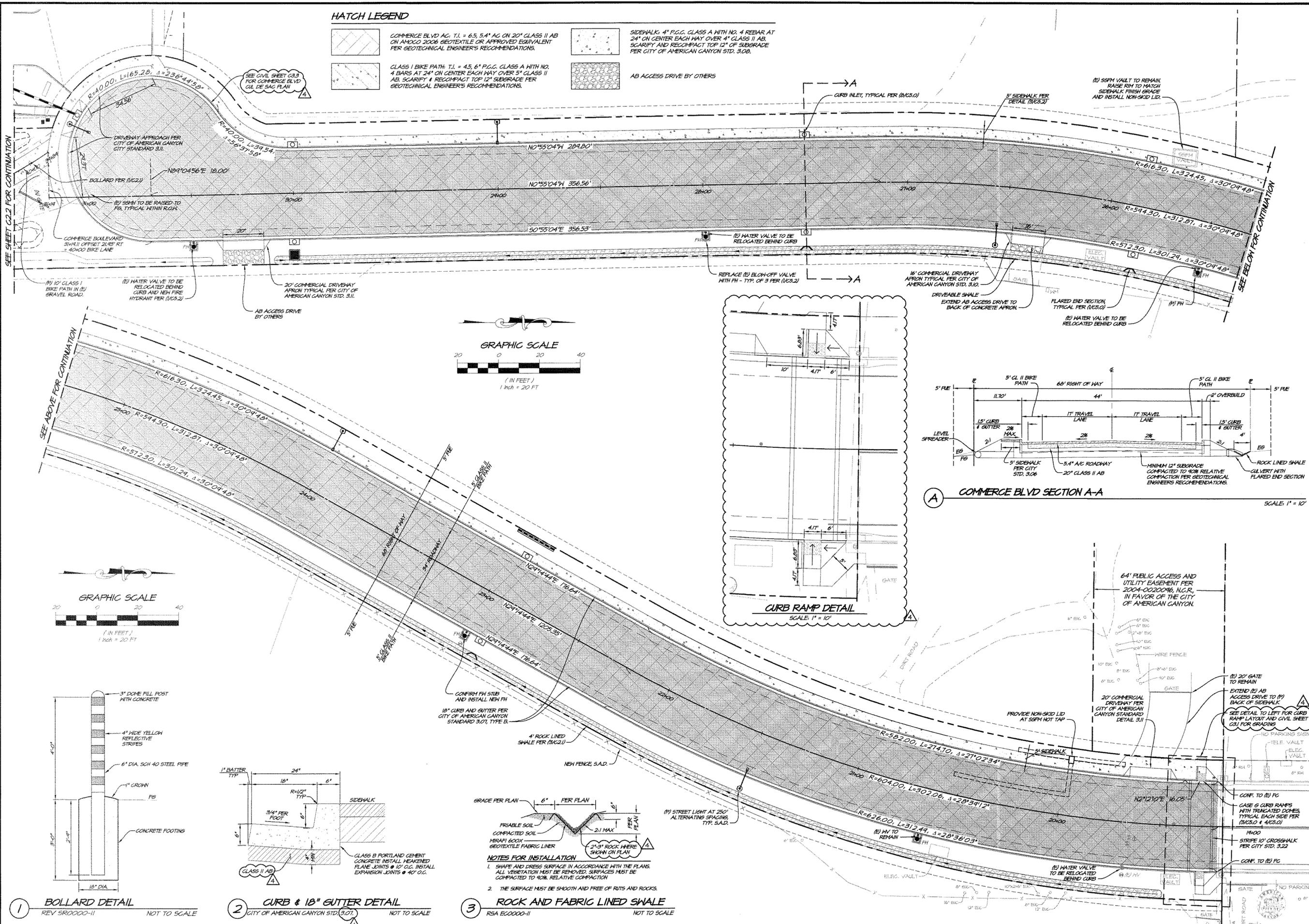
COMMERCE BLVD AG, T.I. = 6.5, 5.4" AG ON 20" CLASS II AB ON AMOCO 2006 GEOTEXTILE OR APPROVED EQUIVALENT PER GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.

CLASS I BIKE PATH: T.I. = 4.5, 6" P.G.C. CLASS A WITH NO. 4 BARS AT 24" ON CENTER EACH WAY OVER 5" CLASS II AB. SCARIFY & RECOMPACT TOP 12" SUBGRADE PER GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.



SIDEWALK: 4" P.G.C. CLASS A WITH NO. 4 REBAR AT 24" ON CENTER EACH WAY OVER 4" CLASS II AB. SCARIFY & RECOMPACT TOP 12" OF SUBGRADE PER CITY OF AMERICAN CANYON STD. 3.08.

AB ACCESS DRIVE BY OTHERS



1 BOLLARD DETAIL
REV 5/0000-11 NOT TO SCALE

2 CURB & 18" GUTTER DETAIL
CITY OF AMERICAN CANYON STD. 3.07 NOT TO SCALE

3 ROCK AND FABRIC LINED SWALE
RSA EC0000-11 NOT TO SCALE

NOTES FOR INSTALLATION
 1. SHAPE AND DRESS SURFACE IN ACCORDANCE WITH THE PLANS. ALL VEGETATION MUST BE REMOVED. SURFACES MUST BE COMPACTED TO 100% RELATIVE COMPACTION.
 2. THE SURFACE MUST BE SMOOTH AND FREE OF RUTS AND ROCKS.

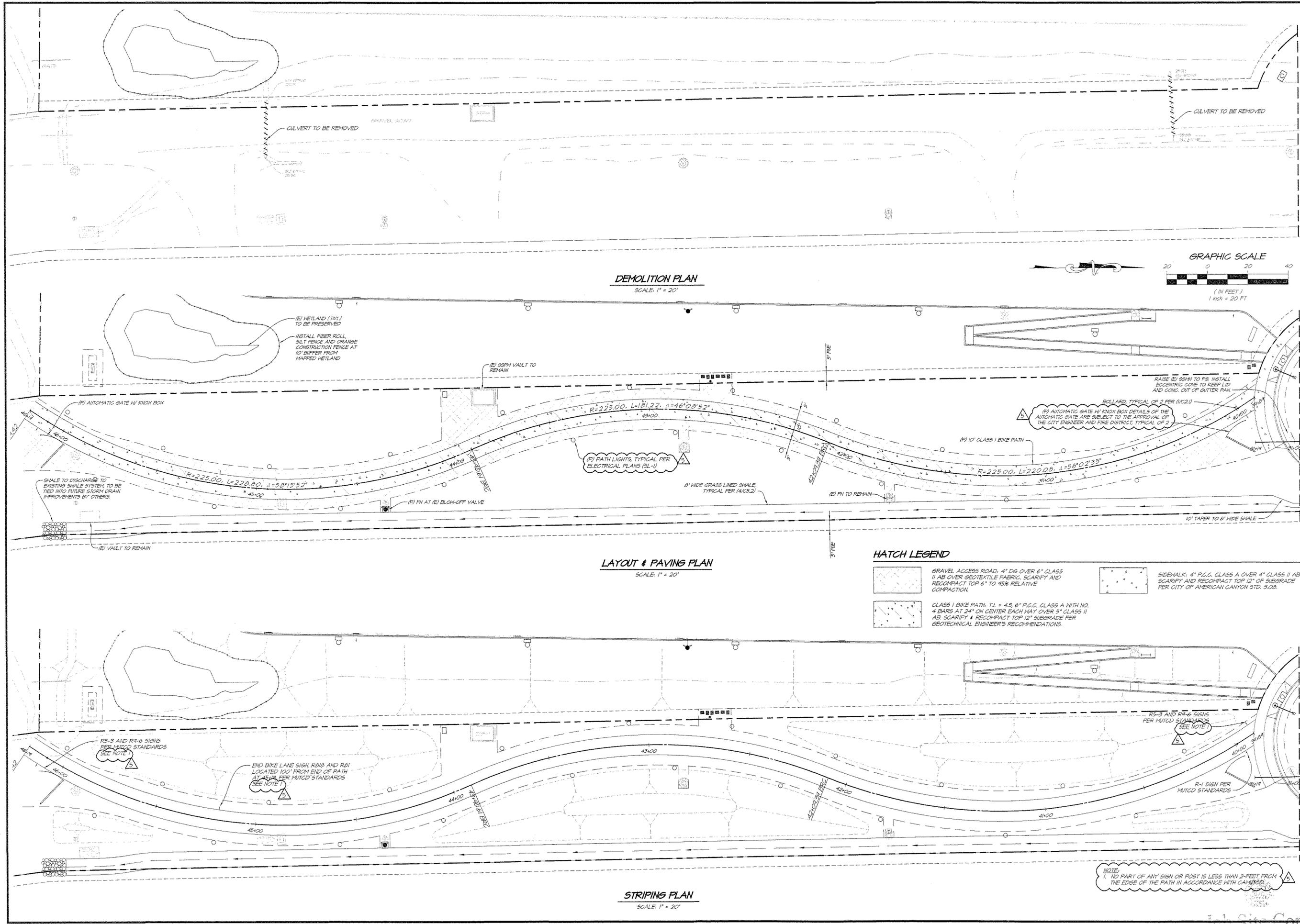
NO.	DATE	REVISIONS	BY	APPD.
1				
2				
3				
4				

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 1515 FOURTH STREET
 NAPA, CALIF. 94559
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 + www.rsa-nv.com

**COMMERCE BLVD EXTENSION
 COMMERCE BLVD LAYOUT & PAVING PLAN**
 CALIFORNIA
 AMERICAN CANYON



DATE	NOV. 20, 2010
DRAWN	LMM
DESIGNED	DJS
CHECKED	PSW
JOB NO.	418010
SHEET NO.	C2.1
	7 OF 20 SHEETS



1	DESIGN	BUILDING PLAN CHECK 1	DATE	NO.	REVISIONS
2	DESIGN	BUILDING PLAN CHECK 2			
3	DESIGN	BUILDING PLAN CHECK 3			
4	DESIGN	BUILDING PLAN CHECK 4			
5	DESIGN	BUILDING PLAN CHECK 5			

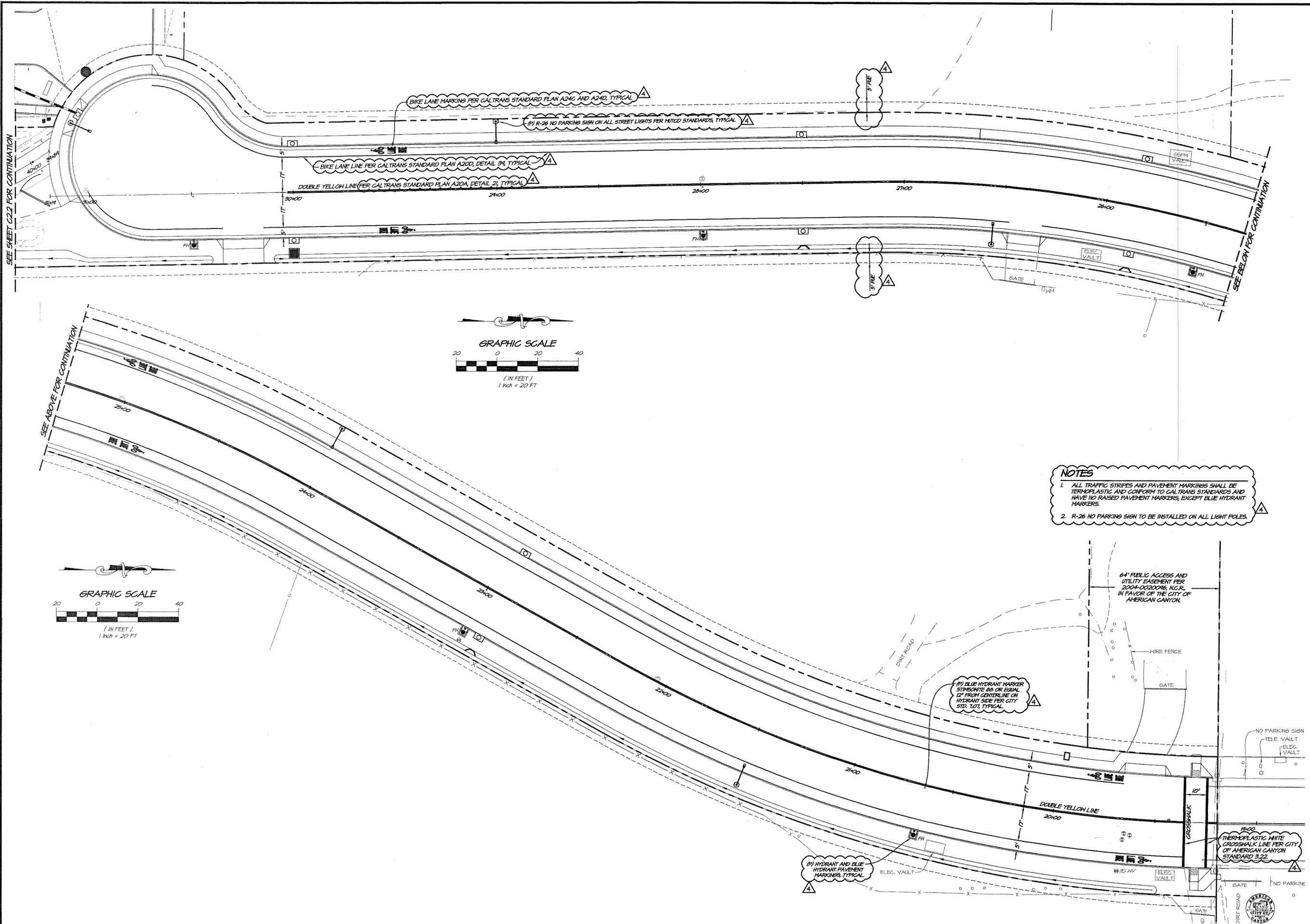
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**COMMERCE BLVD EXTENSION
BIKE PATH DEMO, LAYOUT & STRIPING**
AMERICAN CANYON
CALIFORNIA

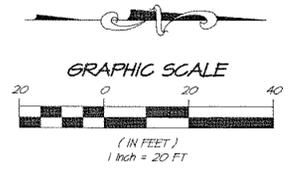
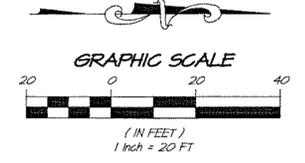
DATE: NOV 20, 2018
DRAWN: LHM
DESIGNED: DJS
CHECKED: PSY
JOB NO.: 418010.0
SHEET NO.: C2.2
8 OF 20 SHEETS

NOTE:
1. NO PART OF ANY SIGN OR POST IS LESS THAN 2-FEET FROM THE EDGE OF THE PATH IN ACCORDANCE WITH CALMUTCD.



SEE SHEET C2.3 FOR CONTINUATION

SEE BELOW FOR CONTINUATION



- NOTES**
- ALL TRAFFIC STRIPES AND PAVEMENT MARKINGS SHALL BE THERMOPLASTIC AND CONFORM TO CALTRANS STANDARDS AND HAVE NO RAISED PAVEMENT MARKERS, EXCEPT BLUE HYDRANT MARKERS.
 - R-26 NO PARKING SIGN TO BE INSTALLED ON ALL LIGHT POLES.

(P) BLUE HYDRANT MARKER STYRENE 99 OR EQUAL 12" FROM CENTERLINE ON HYDRANT SIDE PER CITY STD. 101 TYPICAL

(P) HYDRANT AND BLUE HYDRANT PAVEMENT MARKINGS TYPICAL

64' PUBLIC ACCESS AND UTILITY EASEMENT PER 2004-0020016, N.C.R. IN FAVOR OF THE CITY OF AMERICAN CANYON

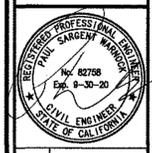
THERMOPLASTIC WHITE CROSSWALK LINE PER CITY OF AMERICAN CANYON STANDARD 3.22

NO.	DATE	REVISIONS	BY	APPD.
1	02/06/19	BUILDING PLAN CHECK 1	PSW	
2	04/02/19	BUILDING PLAN CHECK 2	DJS	
3	05/02/19	BUILDING PLAN CHECK 3	DJS	

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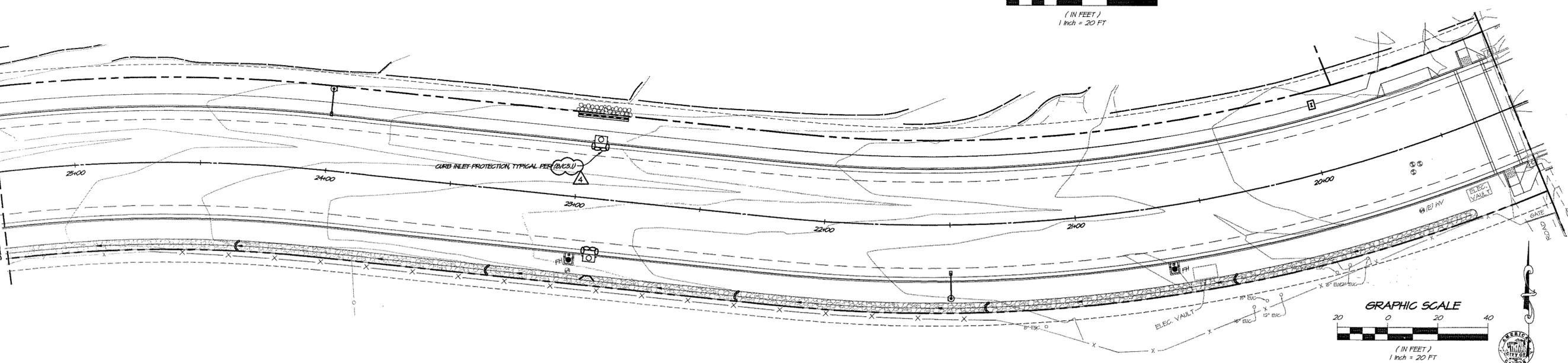
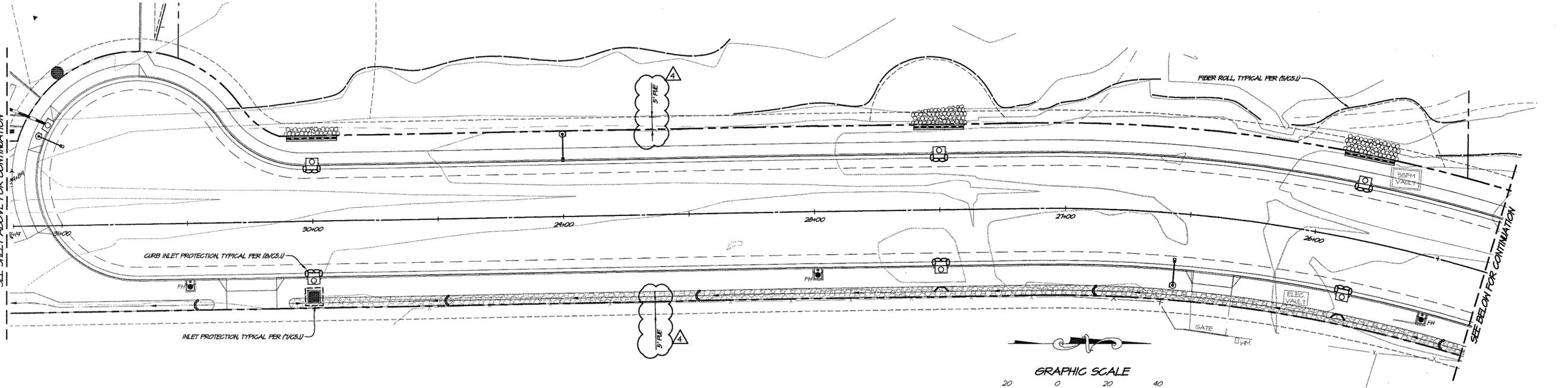
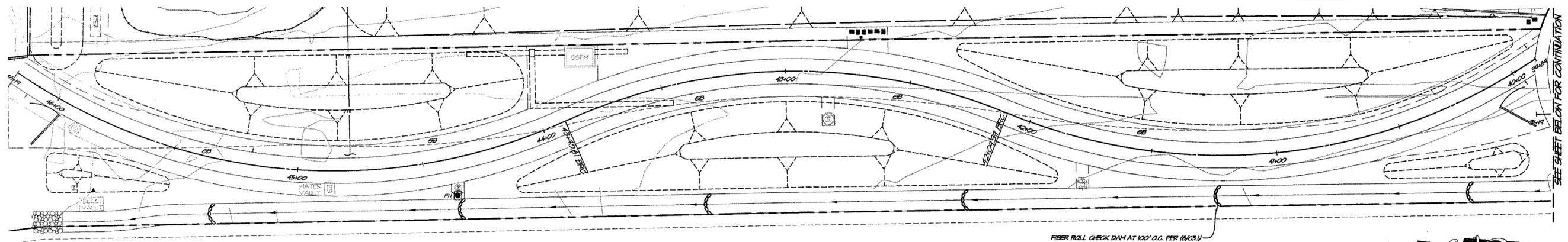
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COMMERCE BLVD EXTENSION
COMMERCE BLVD STRIPING
 AMERICAN CANYON
 CALIFORNIA



DATE	NOV. 20, 2019
DRAWN	LHM
DESIGNED	DJS
CHECKED	PSW

JOB NO. 4110100
 SHEET NO. **C2.3**
 9 OF 20 SHEETS

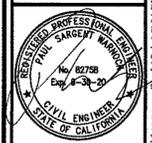


NO.	DATE	REVISIONS	BY	APP'D
1	02/26/14	BUILDING PLAN CHECK 1	LMH	PSH
3	04/02/14	BUILDING PLAN CHECK 2	LMH	DJS
4	05/21/14	BUILDING PLAN CHECK 3	LMH	DJS

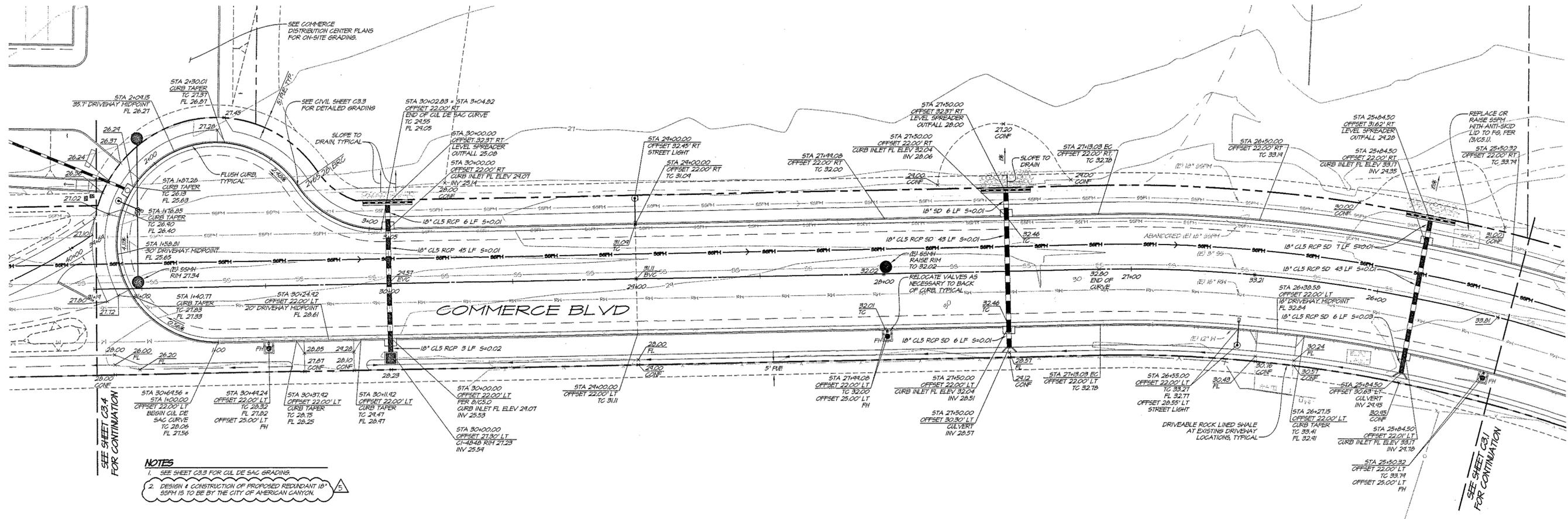
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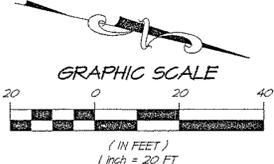
**COMMERCE BLVD EXTENSION
 COMMERCE BLVD & BIKE PATH ESCP**
 AMERICAN CANYON
 CALIFORNIA



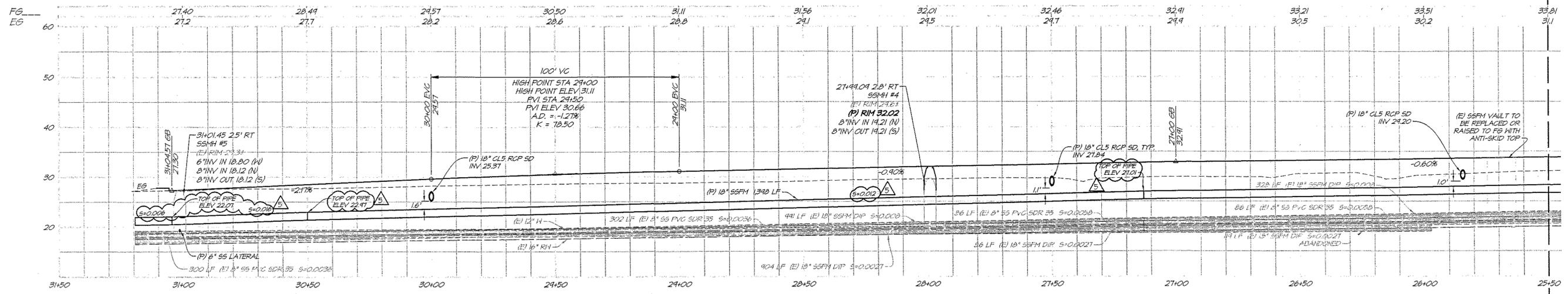
DATE	NOV. 20, 2010
DRAWN	LMH
DESIGNED	DJS
CHECKED	PSH
JOB NO.	418010.0
SHEET NO.	C2.4
10 OF 20 SHEETS	



- NOTES**
- SEE SHEET C3.3 FOR CUL DE SAC GRADING
 - DESIGN & CONSTRUCTION OF PROPOSED REDUNDANT 18\"/>



COMMERCE BLVD PLAN
SCALE: 1" = 20'



COMMERCE BLVD PROFILE
HORIZ. SCALE: 1" = 20'
VERT. SCALE: 1" = 10'

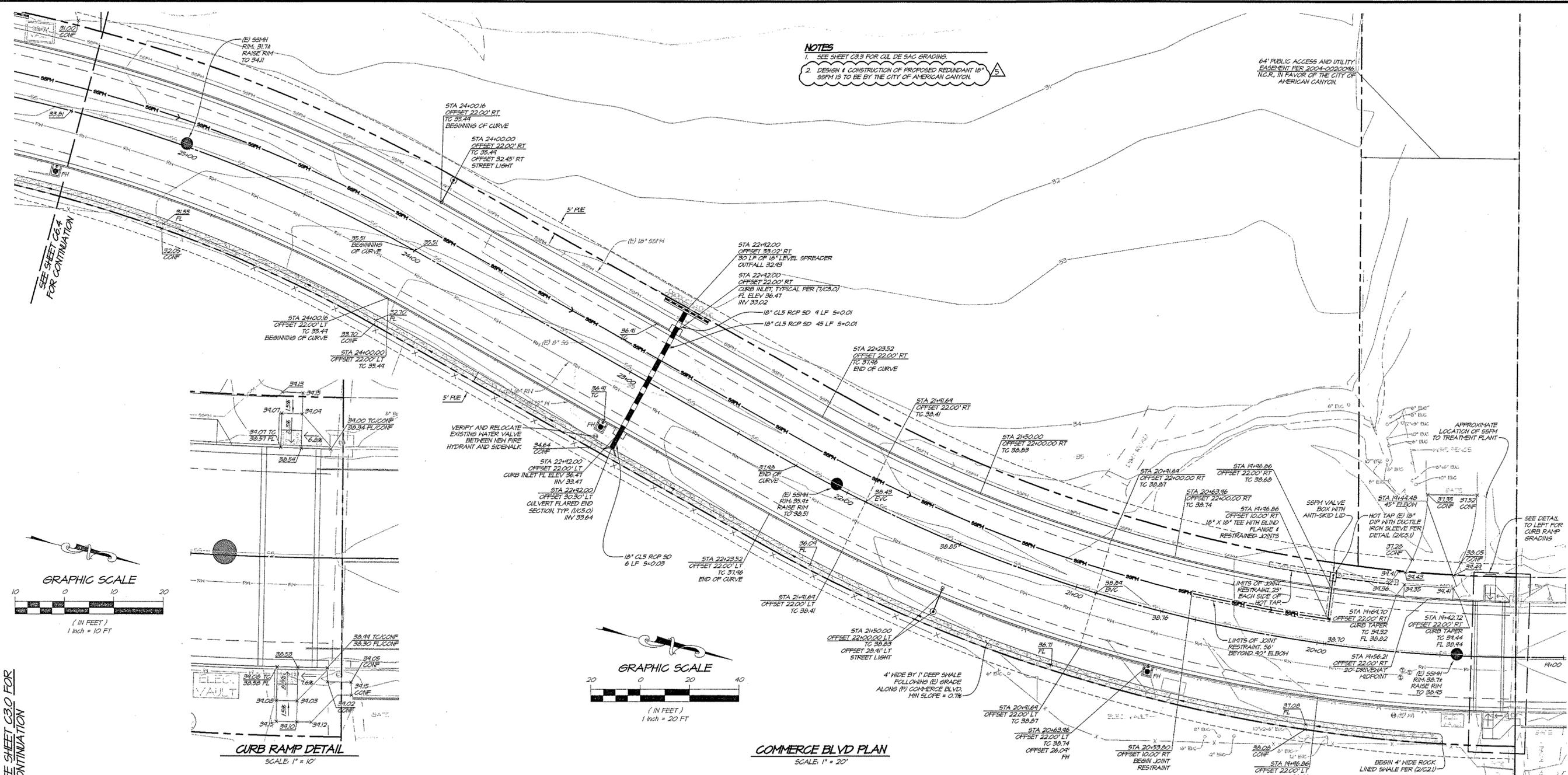
NO.	DATE	REVISIONS	BY	APP'D
1	02/20/14	BUILDING PLAN CHECK	LMH	DMJ
2	03/07/14	BUILDING PLAN CHECK 2	LMH	DMJ
3	03/07/14	BUILDING PLAN CHECK 3	LMH	DMJ
4	03/07/14	BUILDING PLAN CHECK 4	LMH	DMJ
5	07/07/14	BUILDING PLAN CHECK 5	LMH	DMJ

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COMMERCE BLVD EXTENSION
COMMERCE BLVD PLAN & PROFILE
AMERICAN CANYON
CALIFORNIA

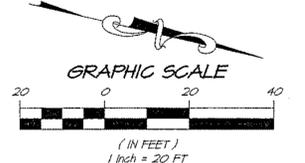
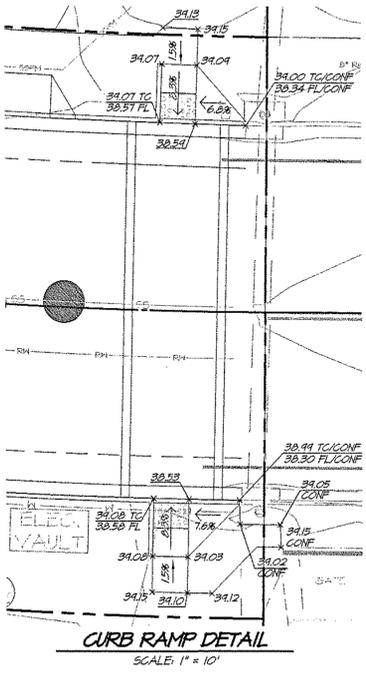


DATE	NOV. 20, 2010
DRAWN	LMH
DESIGNED	DMJ
CHECKED	PSH
JOB NO.	4180100
SHEET NO.	C3.0
11 OF 20 SHEETS	



NOTES
 1. SEE SHEET C3.0 FOR CUL DE SAC GRADING.
 2. DESIGN & CONSTRUCTION OF PROPOSED REDUNDANT 18" SSPH IS TO BE BY THE CITY OF AMERICAN CANYON.

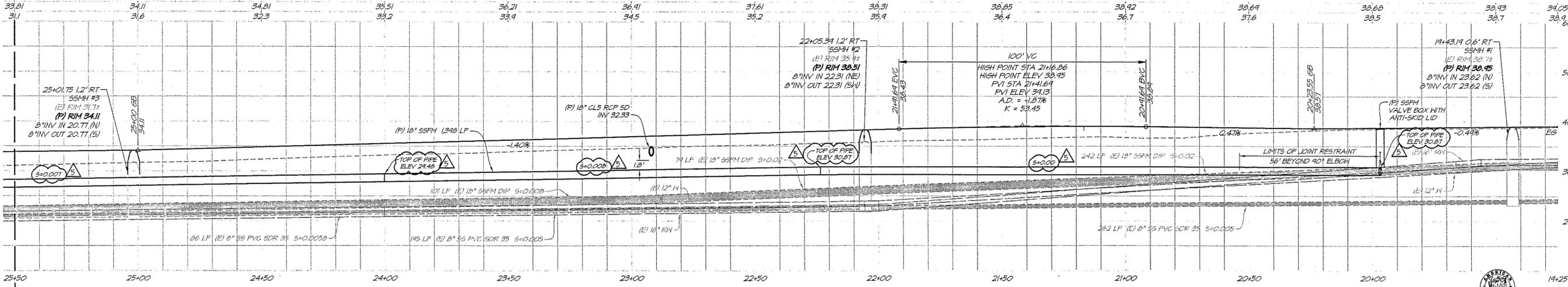
64' PUBLIC ACCESS AND UTILITY EASEMENT PER 2004-00200061 NGR, IN FAVOR OF THE CITY OF AMERICAN CANYON.



COMMERCE BLVD PLAN
 SCALE: 1" = 20'



SEE SHEET C3.0 FOR CONTINUATION



COMMERCE BLVD PROFILE
 HORIZ. SCALE: 1" = 20'
 VERT. SCALE: 1" = 10'

NO.	DATE	REVISIONS	BY	APPD.
1	02/02/04	BUILDING PLAN CHECK 1	LMM	PSH
2	02/02/04	BUILDING PLAN CHECK 2	LMM	DLS
3	02/02/04	BUILDING PLAN CHECK 3	LMM	DLS
4	02/02/04	BUILDING PLAN CHECK 4	LMM	DLS
5	07/01/04	BUILDING PLAN CHECK 4	LMM	DLS

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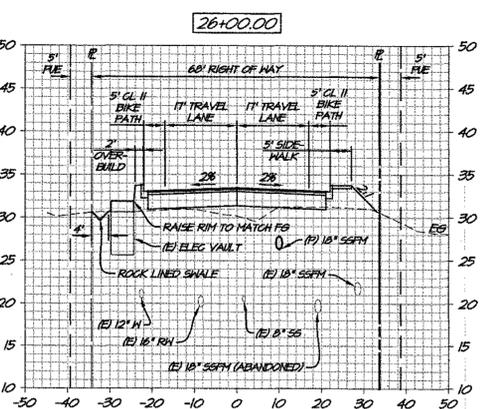
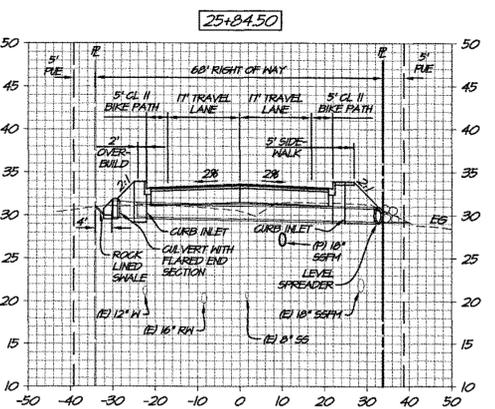
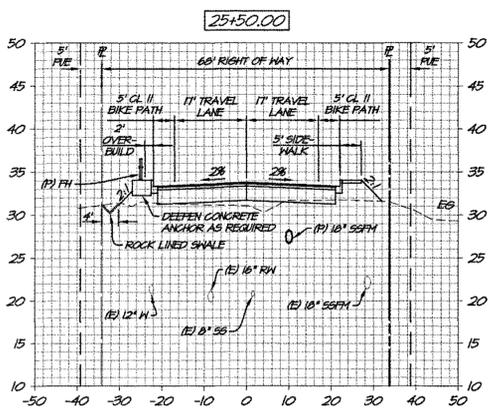
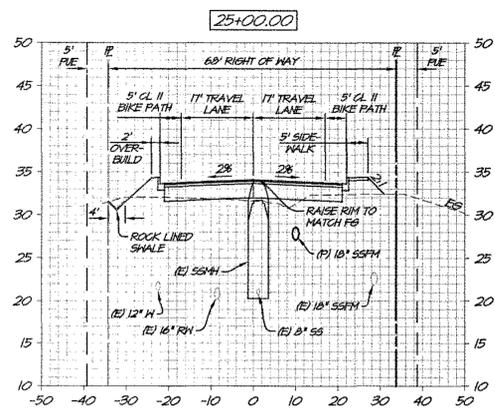
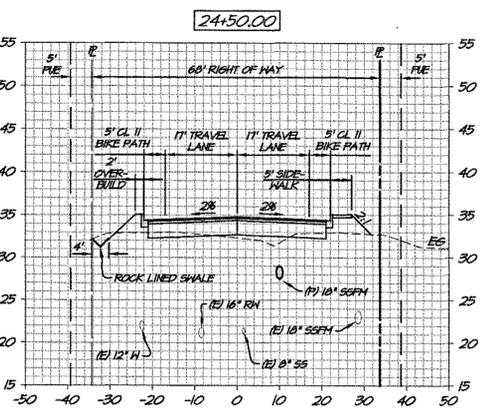
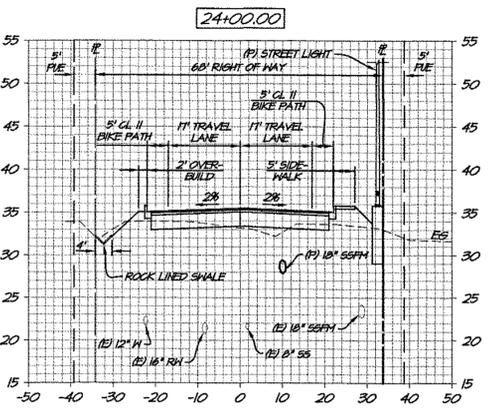
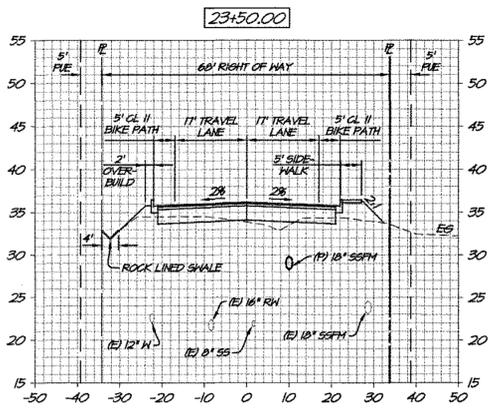
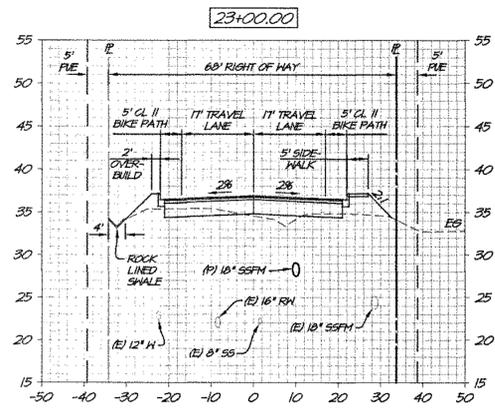
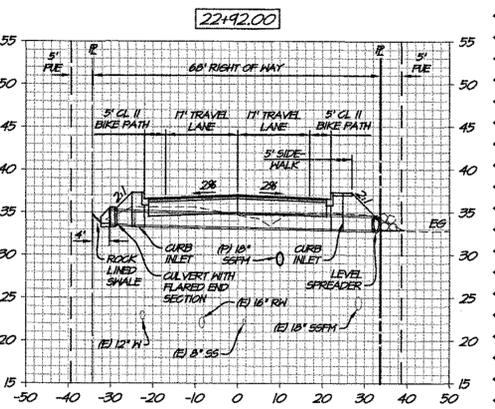
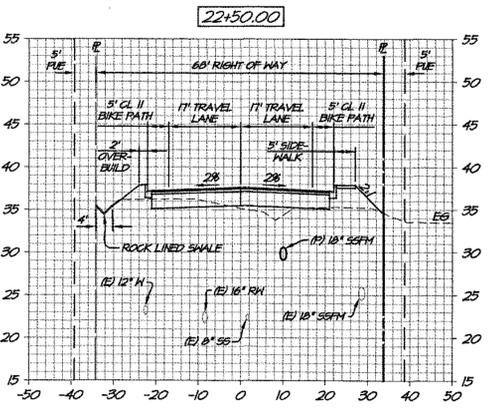
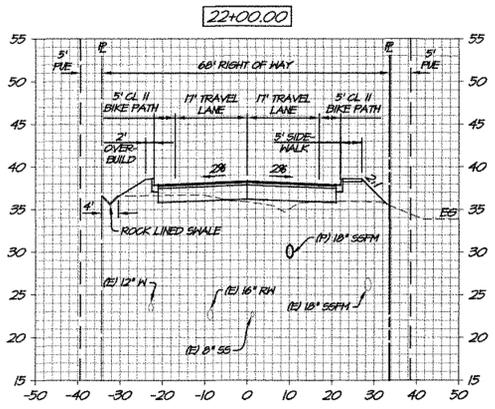
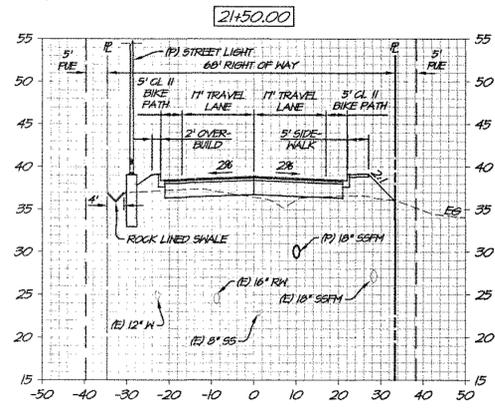
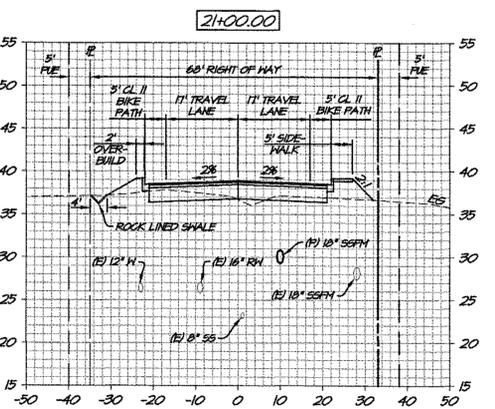
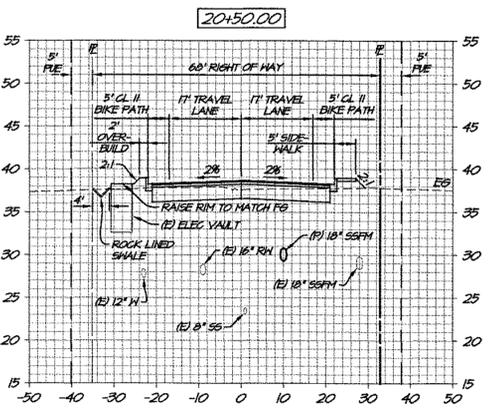
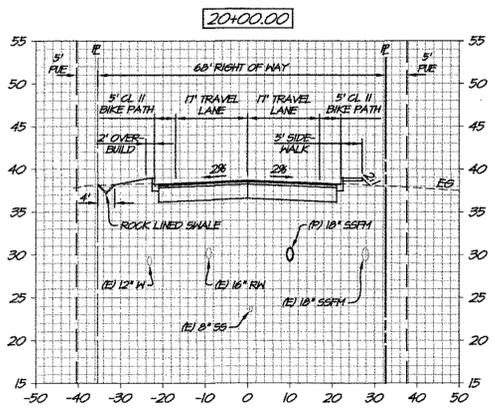
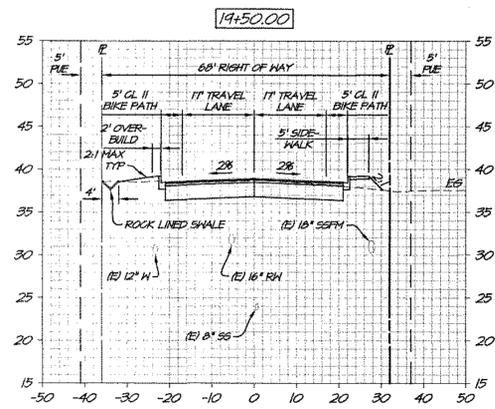
COMMERCE BLVD EXTENSION
COMMERCE BLVD PLAN & PROFILE
 AMERICAN CANYON, CALIFORNIA



DATE	NOV. 20, 2016
DRAWN	LMM
DESIGNED	DLS
CHECKED	PSH
JOB NO.	418010.0
SHEET NO.	C3.1

12 OF 20 SHEETS

Job Site Copy



ALL CROSS SECTIONS
 HORIZ. SCALE: 1" = 20'
 VERT. SCALE: 1" = 10'

1	02/20/18	BUILDING PLAN CHECK 1	LMM/PSM	DATE	BY	APPD
2	03/01/18	BUILDING PLAN CHECK 2	LMM/DJS			
3	03/01/18	BUILDING PLAN CHECK 3	LMM/DJS			
4	03/01/18					

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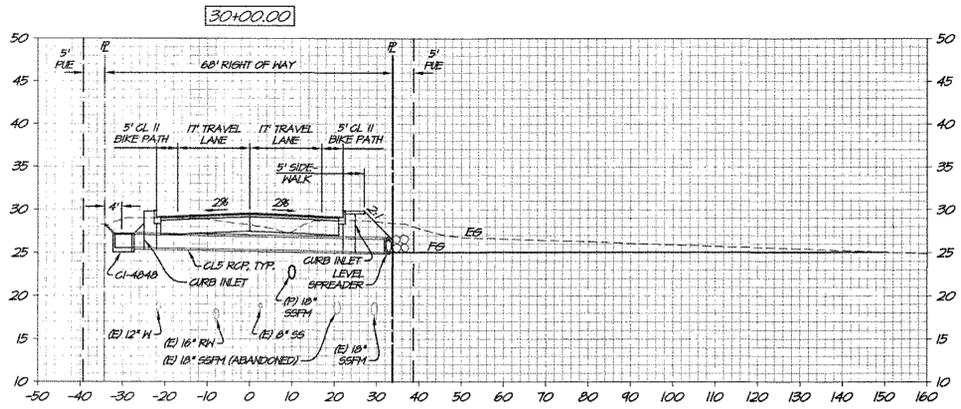
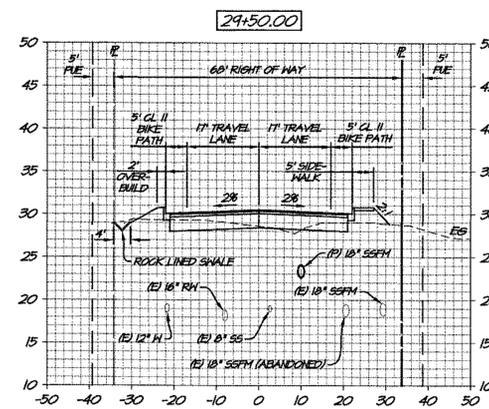
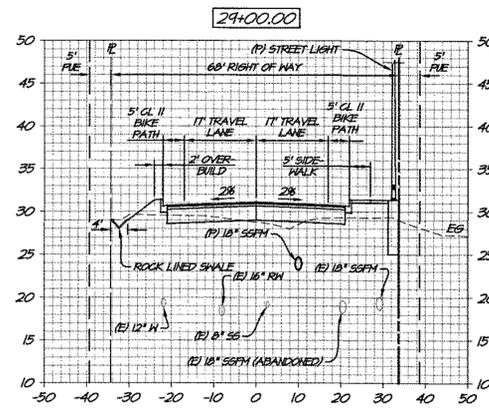
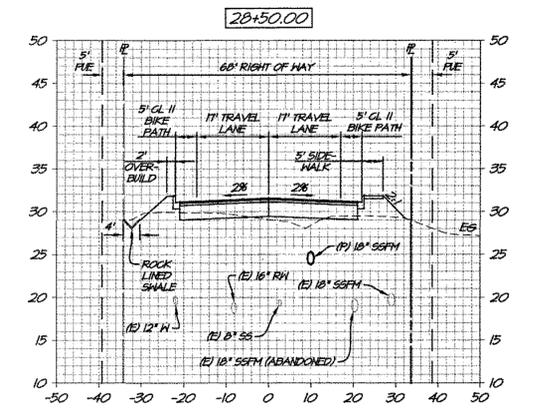
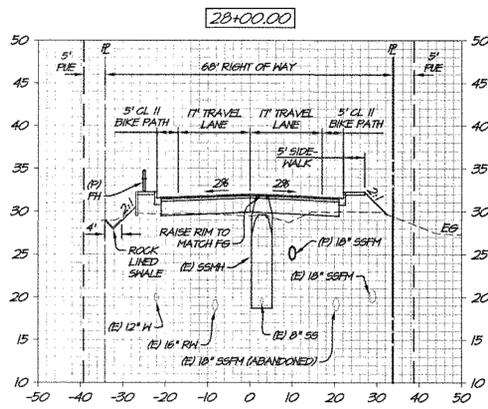
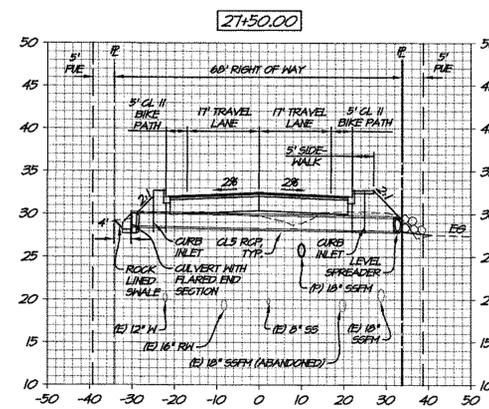
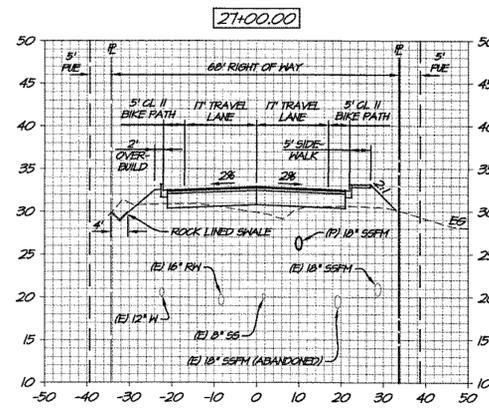
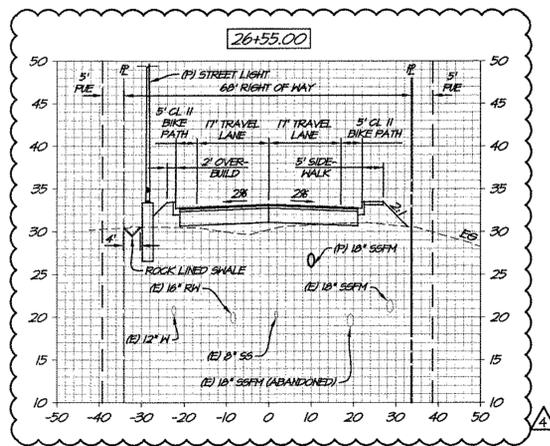
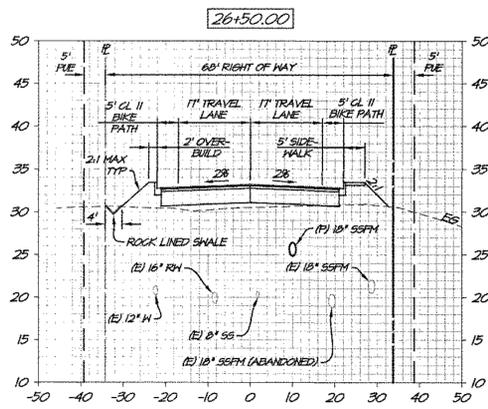
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COMMERCE BLVD EXTENSION
COMMERCE BLVD SECTIONS
 AMERICAN CANYON CALIFORNIA

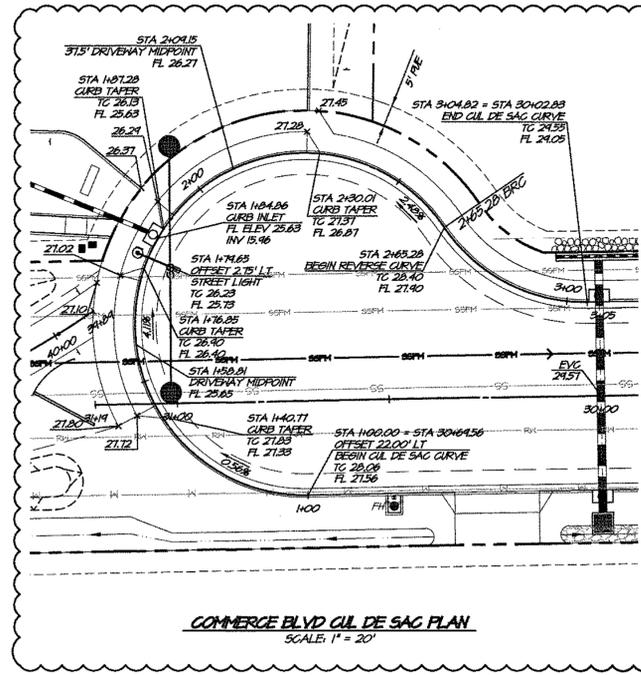


DATE	NOV. 20, 2018
DRAWN	LMM
DESIGNED	DJS
CHECKED	PSM
JOB NO.	4110100
SHEET NO.	C3.2
	13 OF 20 SHEETS

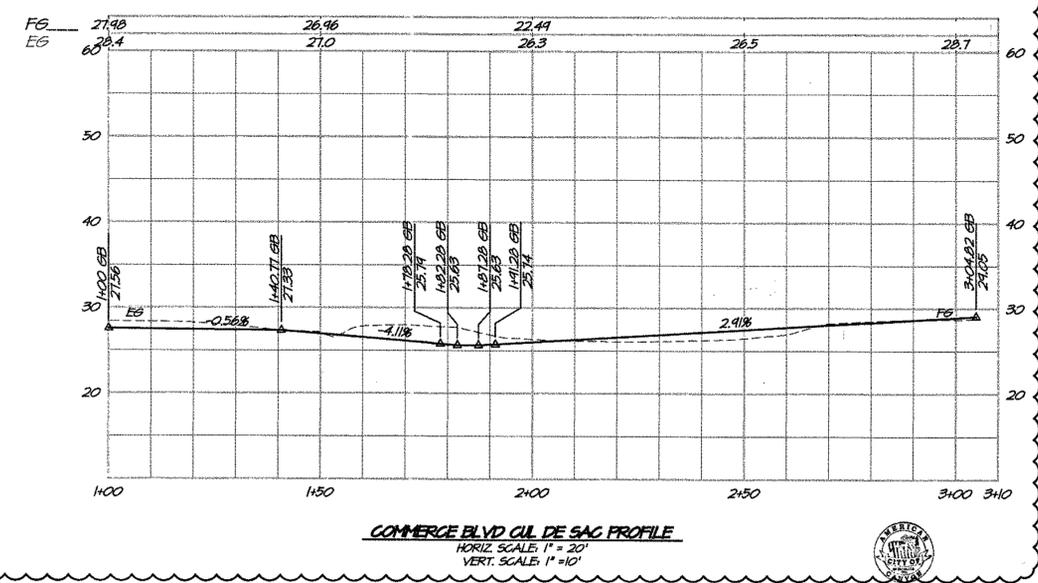
Job Site Copy



ALL CROSS SECTIONS
 HORIZ. SCALE: 1" = 20'
 VERT. SCALE: 1" = 10'



COMMERCE BLVD CUL DE SAC PLAN
 SCALE: 1" = 20'

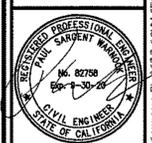


COMMERCE BLVD CUL DE SAC PROFILE
 HORIZ. SCALE: 1" = 20'
 VERT. SCALE: 1" = 10'

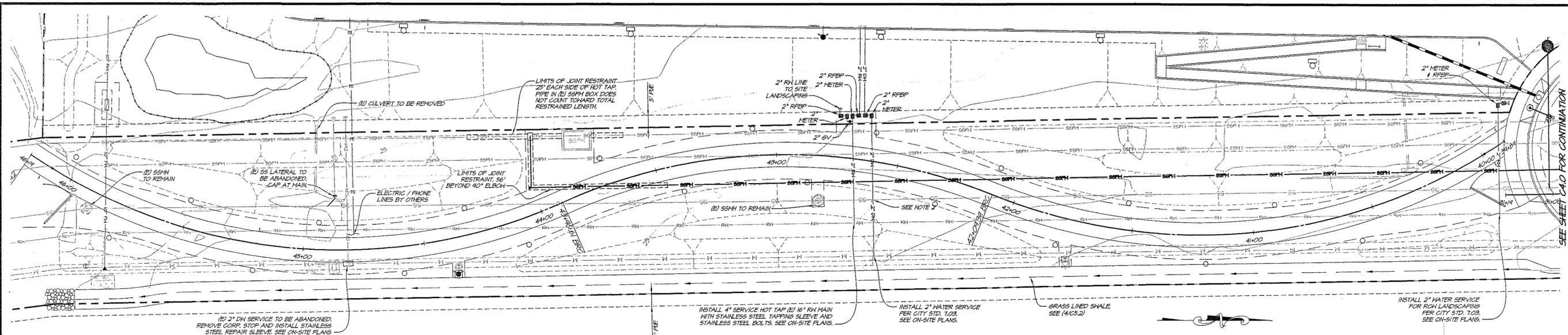
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2	02/20/14	BUILDING PLAN CHECK 2	LMM	DLS		
3	02/20/14	BUILDING PLAN CHECK 3	LMM	DLS		
4						

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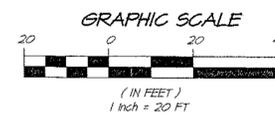
COMMERCE BLVD EXTENSION
COMMERCE BLVD SECTIONS
 AMERICAN CANYON
 CALIFORNIA



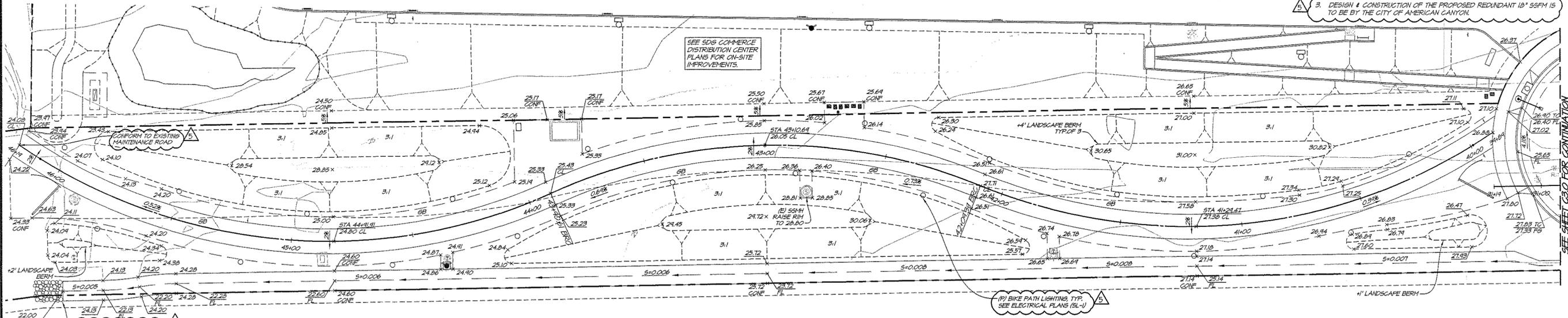
DATE	NOV. 20, 2010
DRAWN	LMM
DESIGNED	DLS
CHECKED	PSM
JOB NO.	418010.0
SHEET NO.	C3.3
	14 OF 20 SHEETS



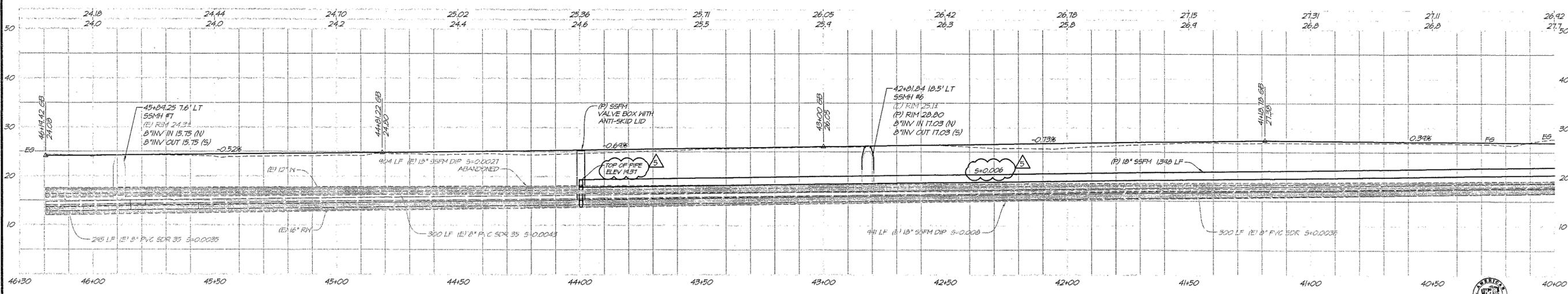
UTILITY PLAN
SCALE: 1" = 20'



- NOTES**
1. ALL EXISTING SSMH ON COMMERCE BLVD ARE A 4' IN DIAMETER.
 2. ALL UTILITY CROSSING LOCATIONS IN COMMERCE BOULEVARD TO BE POTHOLED AND UTILITY MATERIAL, LOCATION AND SIZE BE PROVIDED TO THE ENGINEER OF RECORD PRIOR TO UTILITY INSTALLATION.
 3. DESIGN & CONSTRUCTION OF THE PROPOSED REDUNDANT 18" SSMH IS TO BE BY THE CITY OF AMERICAN CANYON.



BIKE PATH PLAN
SCALE: 1" = 20'



BIKE PATH PROFILE
HORIZ. SCALE: 1" = 20'
VERT. SCALE: 1" = 10'

1	02/20/14	BUILDING PLAN CHECK 1	LMH/PSK
2	03/04/14	BUILDING PLAN CHECK 2	LMH/DJS
3	03/20/14	BUILDING PLAN CHECK 3	LMH/DJS
4	03/20/14	BUILDING PLAN CHECK 4	LMH/DJS
5	07/01/14	BUILDING PLAN CHECK 4	LMH/DJS

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REVISIONS

NO.	DATE	REVISIONS

**COMMERCE BLVD EXTENSION
BIKE PATH UTILITY AND PLAN & PROFILE**
AMERICAN CANYON
CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
PAUL SARGENT
No. R2758
Exp. 9-30-20

CIVIL ENGINEER
STATE OF CALIFORNIA

DATE: NOV. 20, 2018

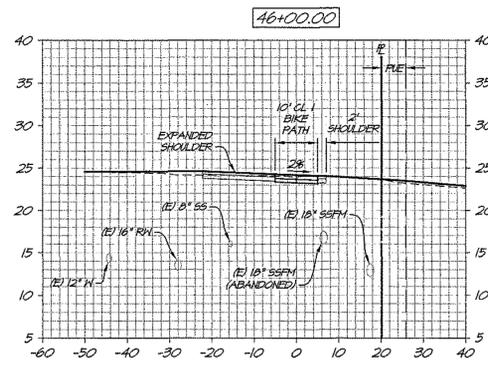
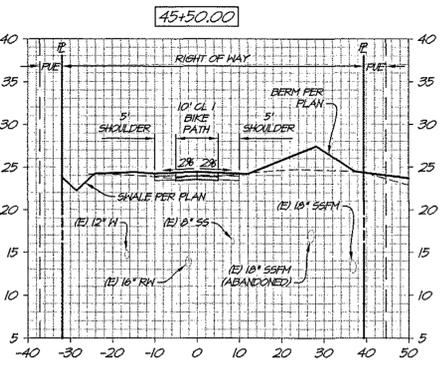
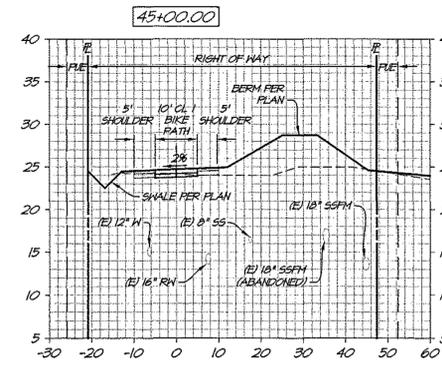
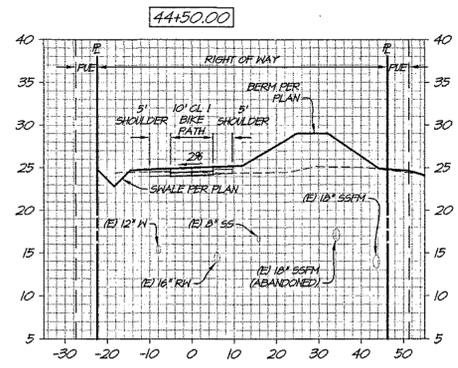
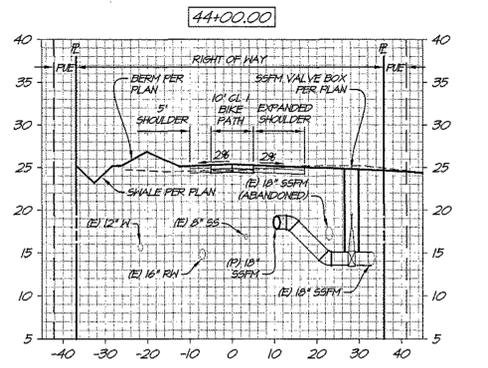
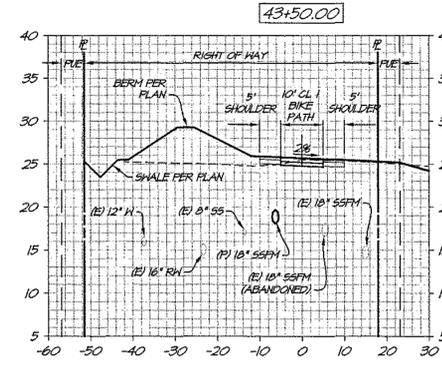
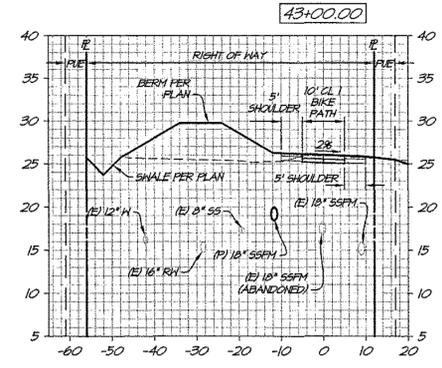
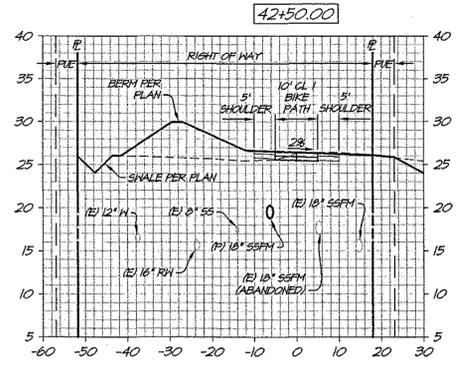
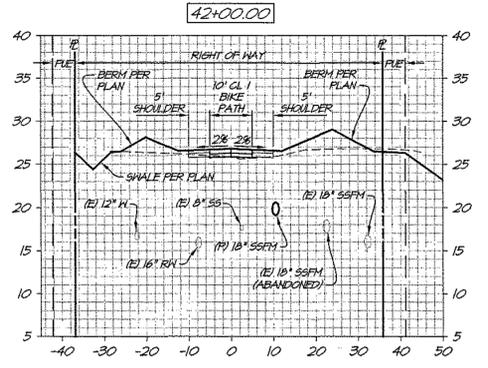
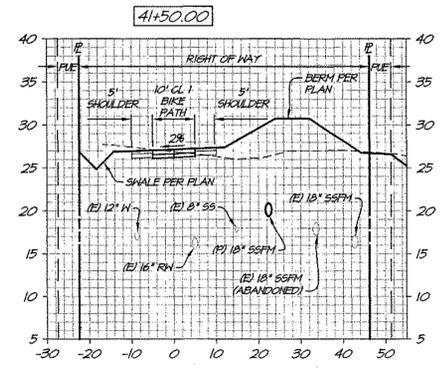
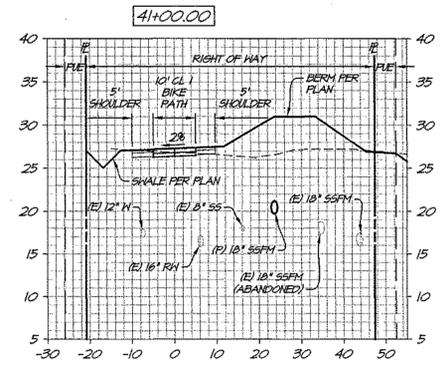
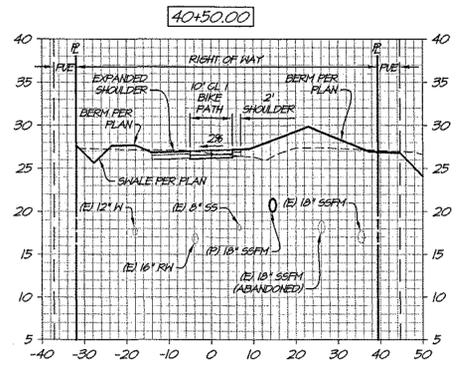
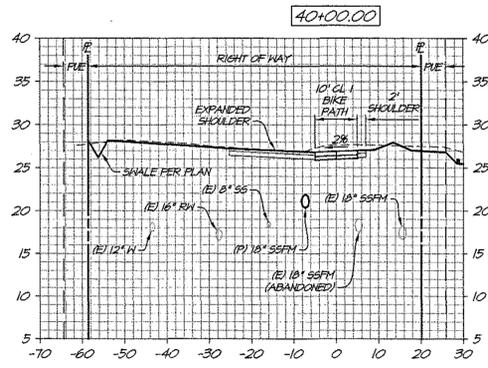
DRAWN: LMH/PSK

CHECKED: PSK

JOB NO. 4180100

SHEET NO. **C3.4**
15 OF 20 SHEETS

Job Site Copy



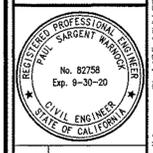
1	02/06/14	BUILDING PLAN CHECK 1	LMH	PSH
2	03/07/14	BUILDING PLAN CHECK 2	LMH	DJS
3	05/01/14	BUILDING PLAN CHECK 3	LMH	DJS
4	05/01/14	BUILDING PLAN CHECK 4	LMH	DJS
5	07/01/14	BUILDING PLAN CHECK 4	LMH	DJS
NO.				DATE
REVISIONS				BY
APPD				

RSA+

REGISTERED PROFESSIONAL ENGINEERS - SURVEYORS + 11580

1515 FOURTH STREET
NAPA, CALIF. 94959
OFFICE 707.252.3301
WWW.RSACON.COM

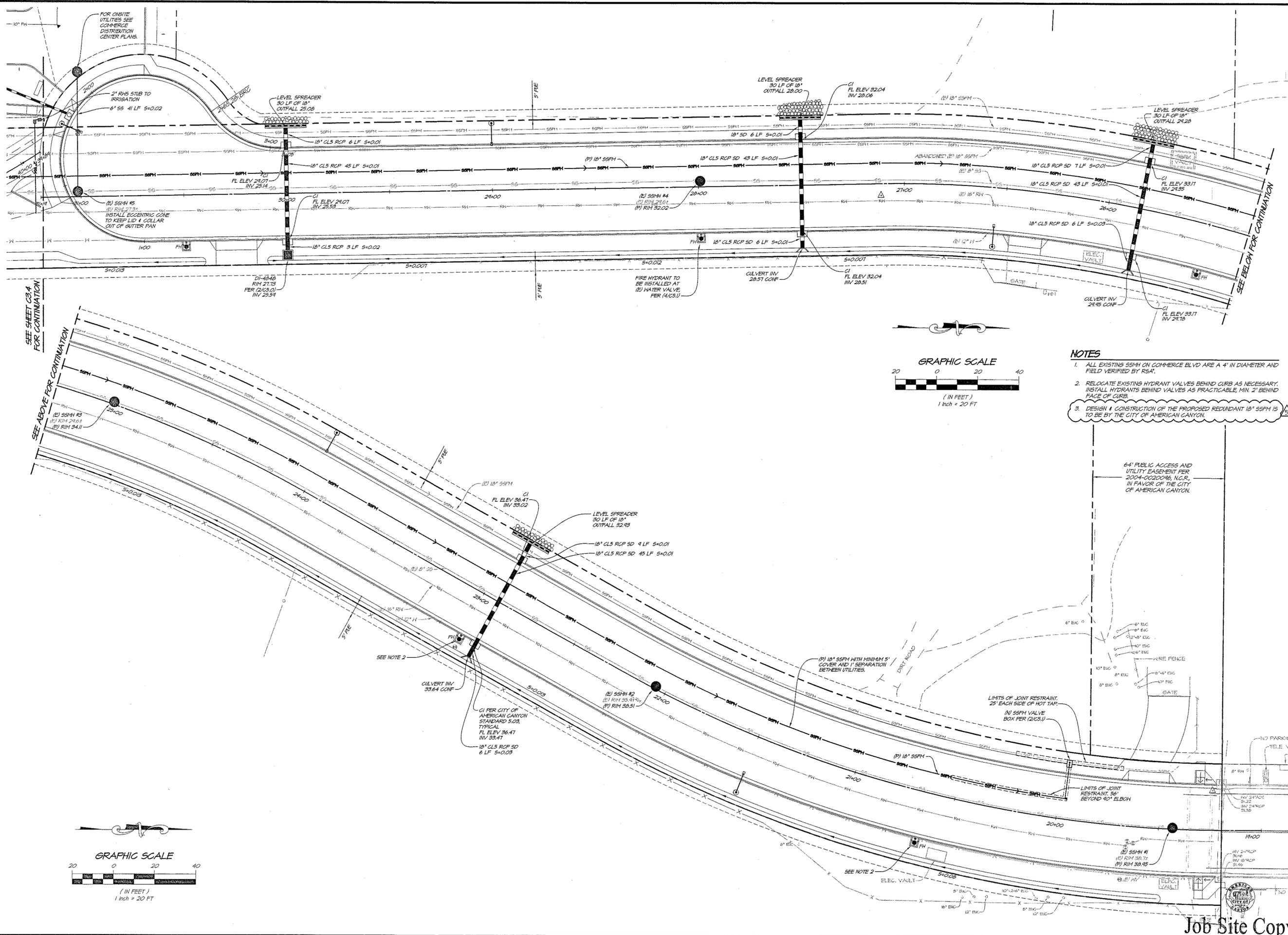
COMMERCE BLVD EXTENSION
BIKE PATH SECTIONS
AMERICAN CANYON
CALIFORNIA



DATE	NOV. 20, 2016
DRAWN	LMH
DESIGNED	DJS
CHECKED	PSH
JOB NO.	11180100
SHEET NO.	C3.5
	16 OF 20 SHEETS

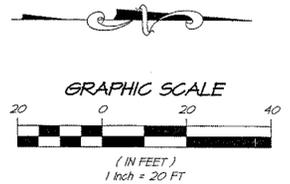
ALL CROSS SECTIONS
HORIZ. SCALE: 1" = 40'
VERT. SCALE: 1" = 10'

Job Site Copy

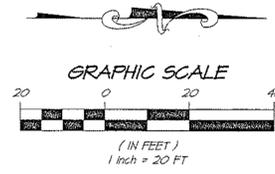


SEE SHEET C3.4 FOR CONTINUATION

SEE BELOW FOR CONTINUATION

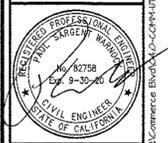


- NOTES**
- ALL EXISTING SSFH ON COMMERCE BLVD ARE A 4" IN DIAMETER AND FIELD VERIFIED BY RSA.
 - RELOCATE EXISTING HYDRANT VALVES BEHIND CURB AS NECESSARY. INSTALL HYDRANTS BEHIND VALVES AS PRACTICABLE, MIN. 2' BEHIND FACE OF CURB.
 - DESIGN & CONSTRUCTION OF THE PROPOSED REDUNDANT 18" SSFH IS TO BE BY THE CITY OF AMERICAN CANYON.



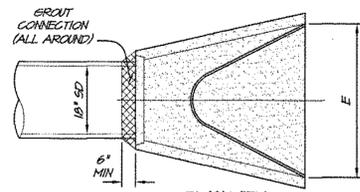
1	CONTRACT BUILDING PLAN CHECK 1	DATE	NO.	REVISIONS	BY	APPD.
2	CADD BUILDING PLAN CHECK 2					
3	CADD BUILDING PLAN CHECK 3					
4	CADD BUILDING PLAN CHECK 4					
5	CADD BUILDING PLAN CHECK 5					

**COMMERCE BLVD EXTENSION
COMMERCE BLVD UTILITY PLAN**
AMERICAN CANYON
CALIFORNIA

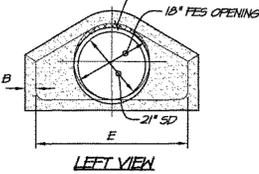
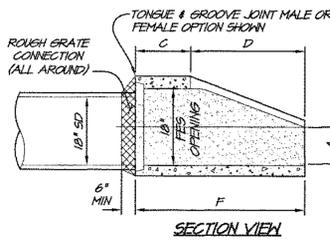


DATE	NOV. 20, 2018
DRAWN	LMM / JLN
DESIGNED	DJS / JLN
CHECKED	PSH / JLN
JOB NO.	4182010
SHEET NO.	C4.0
	17 OF 20 SHEETS

Job Site Copy



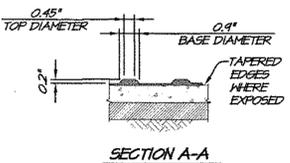
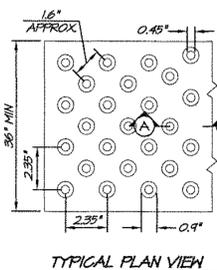
- NOTES**
- CENTRAL PRECAST DRAWING NUMBER 50-FES, PAGE 9-1 OR APPROVED EQUAL
 - CONCRETE SHALL TEST 3000 PSI AT 28 DAYS.
 - REINFORCEMENT SHALL BE EQUAL TO THAT REQUIRED FOR CLASS III R.C.P. OF CORRESPONDING DIAMETER PER CALTRANS SPECIFICATIONS.



FES OPENING	A	B	C	D	E	F	HEIGHT (LBS)
18"	9"	2 1/2"	13"	21"	36"	40"	900

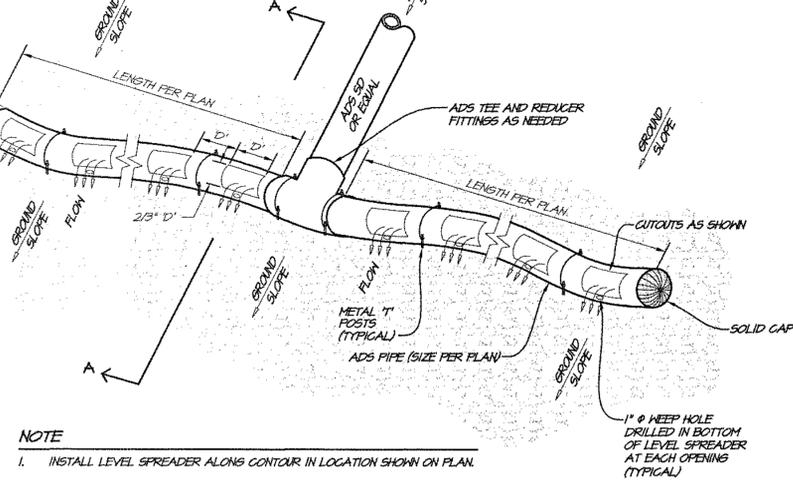
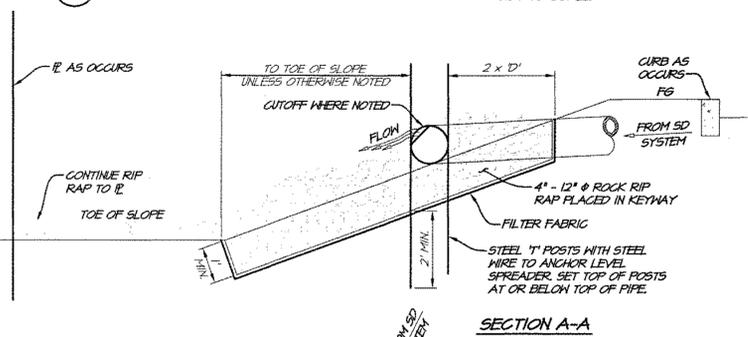
DIMENSIONS PER CENTRAL PRECAST PRODUCT CATALOG

1 FLARED END SECTION
RSA 500000-30 NOT TO SCALE

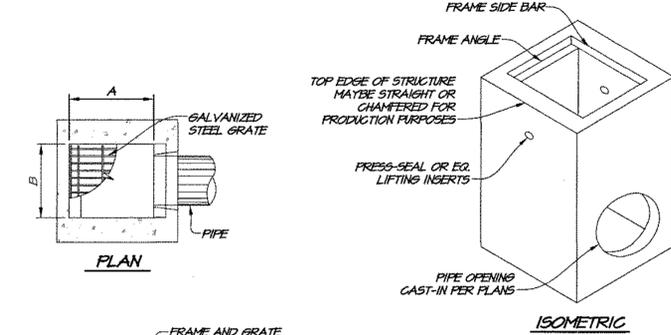


NOTE: INSTALL TRUNCATED DOMES PER MANUFACTURER'S RECOMMENDATIONS

3 TRUNCATED DOME DETAIL
NOT TO SCALE



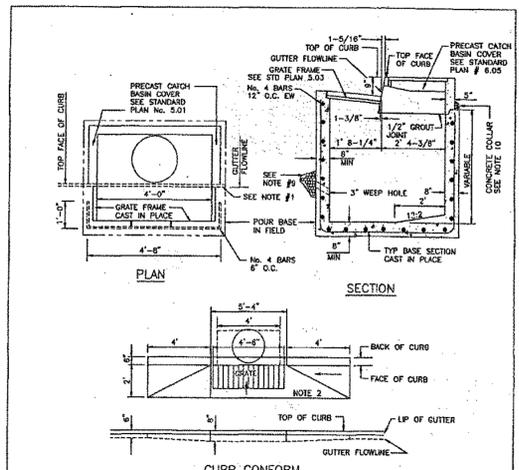
7 STORM DRAIN LEVEL SPREADER DETAIL
NOT TO SCALE



DRAIN INLET TABLE

MODEL NO.	A	B	C
CB1212	12"	12"	4"
CB1818	18"	18"	5"
CB1824	18"	24"	5"
CB2424	24"	24"	5"
CB2430	24"	30"	5"
CB3030	30"	30"	6"
CB2436	24"	36"	6"
CB3636	36"	36"	6"
CB2448	24"	48"	6"
CB3648	36"	48"	6"
CB4848	48"	48"	6"

2 DRAIN INLET STRUCTURE DETAIL
RSA 500000-102 NOT TO SCALE



- NOTES:**
- GRATE FRAME TO BE INSTALLED TIGHT AGAINST MORTAR OF CURB INLET.
 - CONNECTION PIPES MAY BE PLACED IN ANY POSITION AROUND THE WALLS PROVIDED THEY POINT IN THE PROPER DIRECTION.
 - CURVATURE OF THE LIP AND SIDEWALLS AT GUTTER OPENING SHALL BE FORMED BY CURVED FORMS AND SHALL NOT BE MADE BY PLASTERING.
 - FLOOR OF BASIN SHALL BE TROWELED AND RETROWELED TO PRODUCE A HARD, POLISHED SURFACE OF MAXIMUM DENSITY AND SMOOTHNESS. SLOPE OF FLOOR PARALLEL WITH CURB SHALL BE 1:12 UNLESS OTHERWISE SPECIFIED.
 - INLET AND OUTLET PIPES SHALL BE TRIMMED TO THE FINAL SHAPE AND LENGTH BEFORE CONCRETE IS POURED.
 - SURFACE OF EXPOSED CONCRETE IN BASIN SHALL CONFORM TO SLOPE GRADE, COLOR, FINISH, AND SCORING TO EXISTING OR PROPOSED CURB AND WALLS ADJACENT TO THE BASIN.
 - WHEN THE BASIN IS TO BE CONSTRUCTED WITHIN THE LIMITS OF PROPOSED SIDEWALK OR IS CONTIGUOUS TO SUCH A SIDEWALK, THE TOP OF THE BASIN SHALL BE POURED MONOLITHICALLY WITH THE SIDEWALK USING THE SAME CLASS OF CONCRETE AS IN THE SIDEWALK.
 - KEYS REQUIRED WHEN FLOOR POURED SEPARATE FROM WALLS.
 - INSTALL 3" WEEP HOLES WITH 1.0 CUBIC FOOT OF DRAIN ROCK IN BURGLAR SACK OUTSIDE WHEN NECESSARY.
 - TRASH BARS ARE REQUIRED ON ALL CURB INLETS.
 - FOSSIL FILTERS SHALL BE REQUIRED IN ALL CATCH BASINS UNLESS OTHERWISE NOTED ON THE PLANS.

CITY OF AMERICAN CANYON

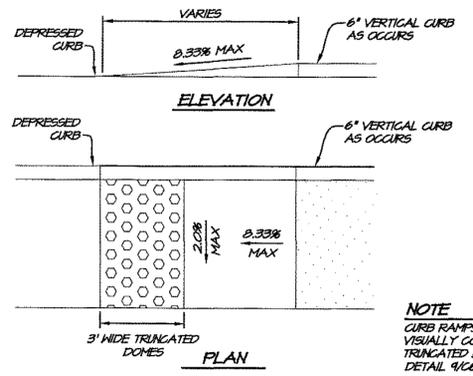
TYPE 1 CATCH BASIN

DATE: 5/1/15

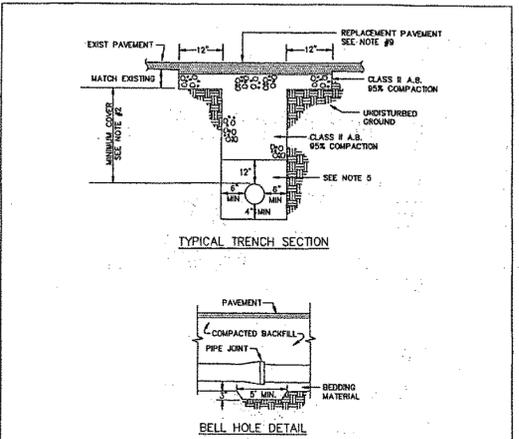
SCALE: NONE

STANDARD DWG. # 5.03

8 CURB INLET DETAIL
NOT TO SCALE



4 TYPICAL CURB RAMP DETAIL
NOT TO SCALE



- NOTES:**
- REPLACEMENT ASPHALT WILL BE EXISTING THICKNESS PLUS 1".
 - MINIMUM COVER - SEWERS 48", WATER 42", STORM 30", CULVERTS 12" FROM FINISHED GRADE.
 - ALL WORK IS TO BE DONE IN ACCORDANCE WITH CALTRANS STANDARD SPECIFICATIONS AND OR SPECIAL PROVISIONS.
 - TRENCHES SHALL BE BACKFILLED WITH CLASS II A.B. AND COMPACTED TO 93% RELATIVE COMPACTION (90% BELOW 5' DEPTH) AS TESTED BY CITY APPROVED LAB. NATIVE MATERIAL BACKFILL TO 90% COMPACTION MAY BE USED IN LANDSCAPE AREA.
 - BEDDING - CLASS II A.B. SAND FOR POLY WRAPPED PVC PIPE.
 - WHEN DISTANCE BETWEEN EDGE OF A.C. CAP AND LIP OF GUTTER IS 4" OR LESS, ASPHALT PAVING SHALL BE REPLACED TO LIP OF GUTTER.
 - PLACEMENT OF BACKFILL SHALL BE IN 6" LIFTS EVENLY PLACED AND MECHANICALLY COMPACTED TO RELATIVE DENSITY AS SPECIFIED.
 - FINAL CUT IN THE STREET PAVEMENT SHALL BE 2 FEET WIDER THAN THE TRENCH WIDTH AS SHOWN IN THE STANDARD DETAILS AND SHALL BE MADE BY SAW CUTTING ONLY.
 - A.C. SHALL BE TYPE B, 1 1/2" MAX. AND MEDIUM GRADING TO INSURE ADEQUATE BONDING. A TACK COAT (SS-1) SHALL BE APPLIED OVER EXISTING A.C. PAVEMENT AND PRIME COAT (MC-250) SHALL BE APPLIED OVER COMPACTED A.B. (SS-1) MAY BE SUBSTITUTED FOR EXISTING STREETS. USE OF MC-250 SHALL COMPLY WITH E.P.A. REGULATIONS.
 - TRAFFIC CONTROL AND WARNING SIGNS SHALL BE PER THE MANUAL OF TRAFFIC CONTROL'S CALTRANS PUBLICATION.
 - MINIMUM STORM DRAIN COVER MAY BE REDUCED TO 1" OF COVER FOR CLASS 5 RCP.

CITY OF AMERICAN CANYON

TRENCH EXCAVATION AND BACKFILL

DATE: 5/1/15

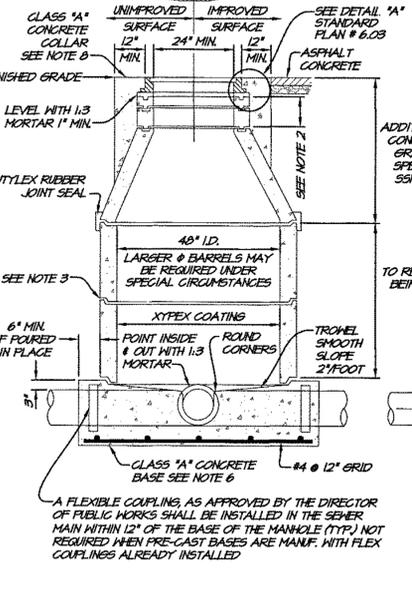
SCALE: NONE

STANDARD DWG. # 4.01

6 STORM DRAIN AND SSM/TRENCH DETAIL
RSA 500000-04 NOT TO SCALE



5 GATE DETAIL
NOT TO SCALE



9 STANDARD 48\"/>

- NOTES:**
- WHEN MANHOLES ARE INSTALLED IN UNIMPROVED AREAS, THE TOP OF THE COVER SHALL BE A MIN. OF 1 FOOT ABOVE ADJACENT FINISHED GRADE.
 - MIN. OF ONE 3" AND ONE 6" GRADE ADJUSTMENT RINGS. MAX HEIGHT OF GRADE ADJUSTMENT RINGS = 20". ALTERNATELY, CONTRACTOR MAY CAST GRADE ADJUSTMENT RINGS IN PLACE.
 - SET ALL BARREL SECTIONS & TAPER SECTIONS IN PLASTIC GASKET, RAM-NEK OR APPROVED ALTERNATE TYP. JOINT. 1-1/2" (3/4" X 2-1/2") RAM-NEK SEAL (2 SEALS IN HIGH WATER AREAS).
 - CONE SECTION (TAPER) MUST BE CONCENTRIC FOR 48" MANHOLE.
 - CONSTRUCT ALL FLOW CHANNELS OF PIPE WHEREVER POSSIBLE AFTER LOWER RING SECTION IS SET, BREAK OUT TOP HALF OF PIPE FLUSH WITH INSIDE FACE OF MH WALL AND CONSTRUCT SHELF AND U-SHAPED CHANNEL. MAKE ELEVATION CHANGES GRADUALLY AND DIRECTIONAL CHANGES WITH SMOOTH CURVES.
 - POURED-IN-PLACE BASE SHALL BE POURED FULL THICKNESS TO UNDISTURBED SIDES OF EXCAVATION OR SHALL BE FORMED. JOINT BETWEEN BASE AND BARREL TO BE SEALED WITH 1-1/2" (3/4" X 2-1/2") RAM-NEK SEAL (2 SEALS IN HIGH WATER TABLE AREAS) OR PLASTER & FILLET 1:3 MORTAR. PRE-CAST BASE TO BE PLACED ON 12" THICK 3/4" DRAIN ROCK SUBBASE INSTALLED AGAINST UNDISTURBED EARTH.
 - JOINT BETWEEN BASE AND BARREL TO BE SEALED WITH 1-1/2" (3/4" X 2-1/2") RAM-NEK SEAL (2 SEALS IN HIGH WATER TABLE AREAS).
 - CLASS 1A CONCRETE COLLAR SHALL BE AT FINISHED GRADE.
 - STANDARD MANHOLE BARREL SECTION PER ASTM C478.
 - BARREL AND TAPER SECTIONS MAY BE CAST IN PLACE AS APPROVED AND DIRECTED BY THE CITY ENGINEER.
 - 48" I.D. MANHOLE TO BE USED FOR SEWER MAINS LESS THAN 18" DIA. & LESS THAN 8' T. DEEP FROM FINISHED GRADE.
 - WHEN MANHOLES ARE COMPLETE THEY SHALL BE THOROUGHLY CLEANED INSIDE & THEN GIVEN ONE COAT OF XYPEX WATER PROOFING MATERIAL.
 - ALL INTERIOR JOINTS MUST BE CLEANED AND FINISHED.

COMMERCIAL PROFESSIONAL ENGINEER

REGISTERED PROFESSIONAL ENGINEER - CIVIL

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NAPA, CALIF. 94959
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WWW.RSAIV.COM

RSA+ CONSULTING CIVIL ENGINEERS + SURVEYORS + 1986

DATE: NOV. 20, 2018

DRAWN: LHM

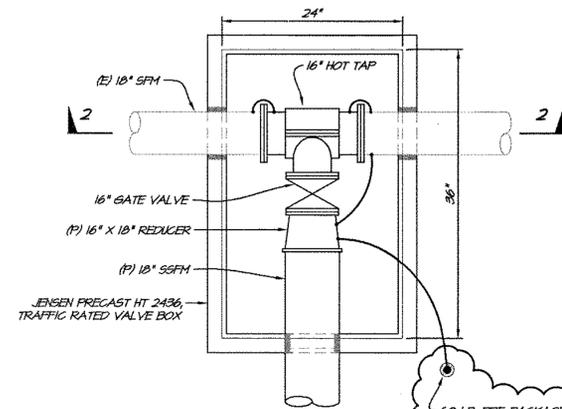
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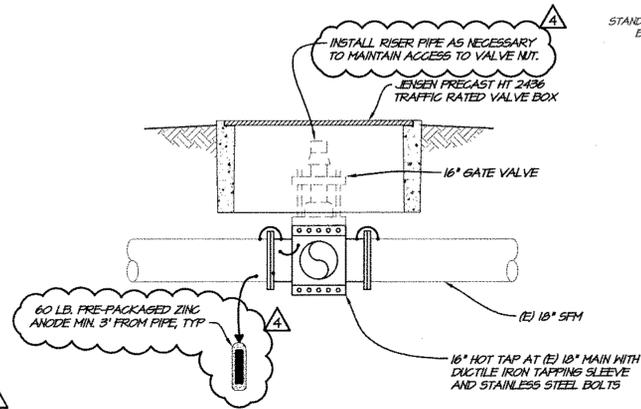
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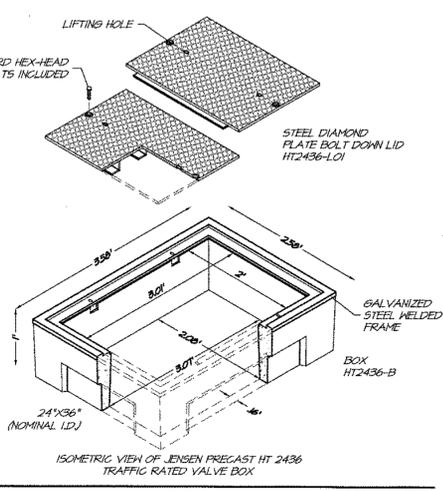
18 OF 20 SHEETS



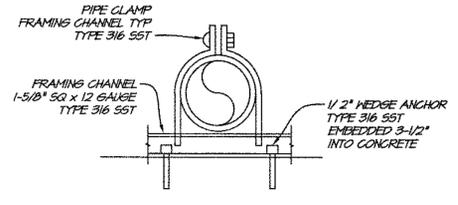
1 SSFM HOT TAP PLAN SCALE: 1" = 3'



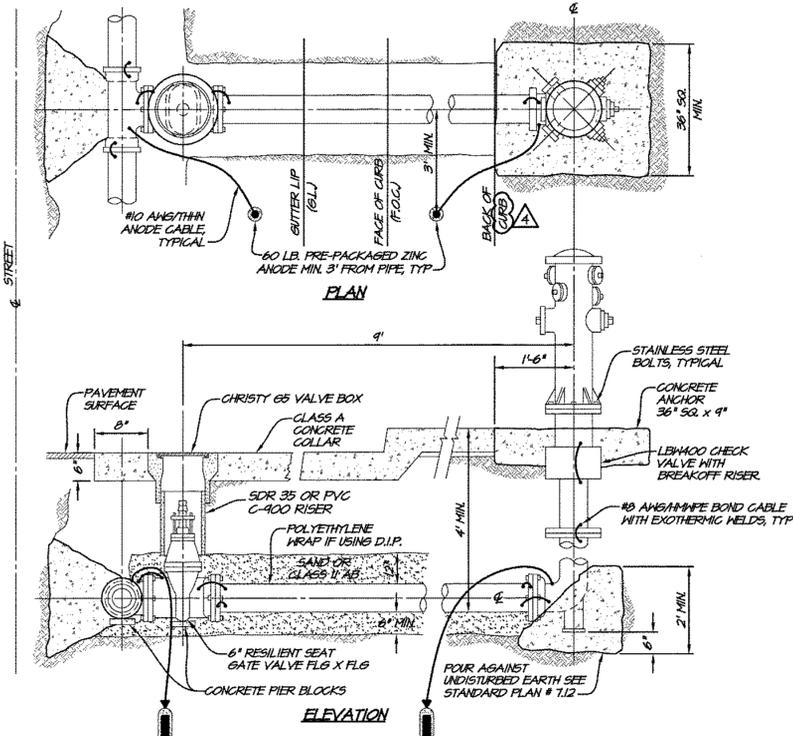
2 SSFM HOT TAP SECTION SCALE: 1" = 3'



3 (E) SSFM VAULT TO BE RAISED SCALE: 1" = 3'

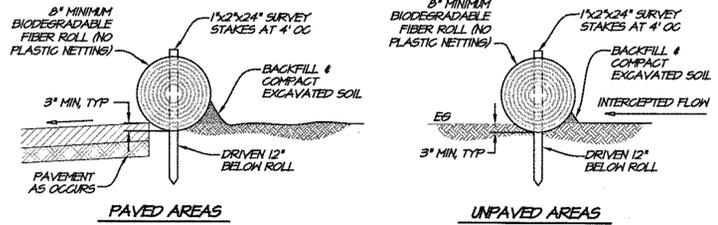


B PIPE SUPPORT DETAIL NOT TO SCALE



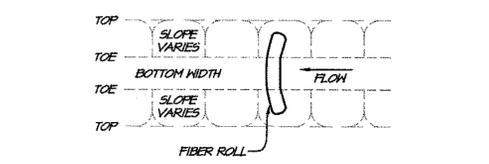
- NOTES
- A BLUE FIRE HYDRANT MARKER OF SIMONITE 88 OR EQUAL SHALL BE INSTALLED IN THE STREET MARKING THE LOCATION OF EACH HYDRANT (PUBLIC OR PRIVATE) 12" FROM THE CENTERLINE ON THE HYDRANT SIDE OF THE CENTERLINE.
 - ENCASE ALL METALLIC SURFACES BELOW GROUND WITH POLYETHYLENE.
 - FIRE HYDRANT SHALL BE CLON MODEL #160 OR MUELLER A401.
 - ALL HOSE OUTLET CAPS SHALL BE ATTACHED TO HYDRANT BY CHAIN.
 - PUBLIC FIRE HYDRANTS SHALL BE FACTORY PAINTED "SAFETY YELLOW".
 - ANODES SHALL BE INSTALLED VERTICALLY OR HORIZONTALLY AT LEAST 5' BELOW GRADE AND 3' BELOW PIPE.
 - ALL JOINTS SHALL BE CONTINUALLY BONDED. BOND CABLES SHALL BE LONG ENOUGH TO ALLOW FOR SOIL CONTRACTION AND PIPE MOVEMENT.
 - EXOTHERMIC HELDS SHALL BE INSPECTED AND COMPLETELY COVERED WITH EPOXY COATING PRIOR TO BACK FILLING.
 - VALVES AND FITTINGS WITH FACTORY APPLIED FUSION BONDED EPOXY COATINGS DO NOT REQUIRE BONDING. PART SHALL BE REPLACED IF EPOXY IS DAMAGED.

4 FIRE HYDRANT INSTALLATION WATER DISTRIBUTION SYSTEM REV FRO102-01 AMERICAN CANYON STANDARD DWG 7.01 - REV. 11/13/2000 NOT TO SCALE

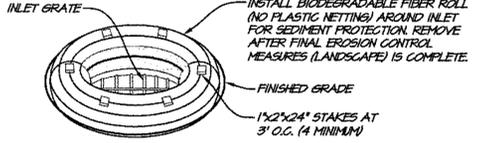


- GENERAL NOTES
- ALL FIBER ROLLS SHALL BE BIODEGRADABLE (NO PLASTIC NETTING).
 - PLACE FIBER ROLLS INTO THE KEY TRENCH AND STAKE ON BOTH SIDES OF THE ROLL WITHIN 2 FEET OF EACH END AND THEN 4 FEET WITH 1" x 2" STAKES OR AS SUGGESTED BY MANUFACTURER.
 - LOCATE FIBER ROLLS ON LEVEL CONTOURS SPACED AS FOLLOWS:
 - SLOPE INCLINATION OF 4:1 (H:V) OR LESS, FIBER ROLLS SHOULD BE PLACED AT A MAXIMUM INTERVAL OF 20'.
 - SLOPE INCLINATION BETWEEN 4:1 AND 2:1 (H:V), FIBER ROLLS SHOULD BE PLACED AT A MAXIMUM INTERVAL OF 15 FT.
 - SLOPE INCLINATION 2:1 (H:V) OR GREATER, FIBER ROLLS SHOULD BE PLACED AT A MAXIMUM INTERVAL OF 10 FT.
 - TURN THE ENDS OF THE FIBER ROLL UP SLOPE TO PREVENT RUNOFF FROM GOING AROUND THE ROLL.
 - IF MORE THAN ONE FIBER ROLL IS PLACED IN A ROW, THE ROLLS SHALL BE OVER LAPPED, NOT ABUTTED.
 - FIBER ROLLS SHALL BE REMOVED AFTER COMPLETION OF PROJECT.
- PAVED INSTALLATION NOTES
- INSTALL FIBER ROLL AT BACK OF SIDEWALK OR BACK OF CURB ONCE PADS ARE CONSTRUCTED.
 - MAINTAIN FIBER ROLL AT BACK OF CURB FOR SEPARATED SIDEWALK.

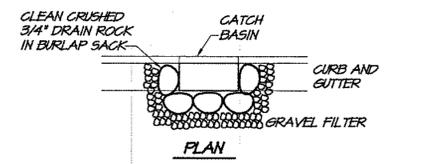
5 FIBER ROLL SEDIMENT BARRIER RSA EC0000-04 PER CASQA BMP SE-5 NOT TO SCALE



6 FIBER ROLL CHECK DAM NOT TO SCALE



7 INLET DRAIN SEDIMENT BARRIER RSA EC0000-12 NOT TO SCALE



8 CURB INLET SEDIMENT BARRIER RSA EC0000-02 NOT TO SCALE

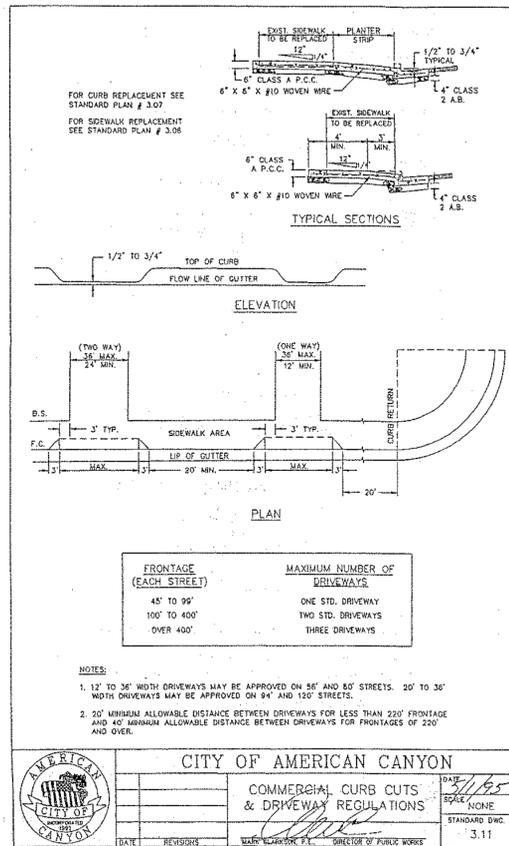
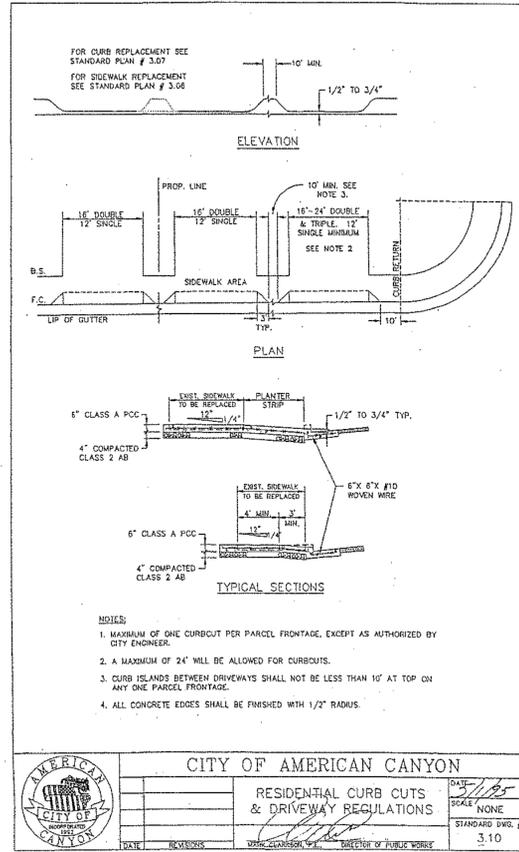
NO.	DATE	REVISIONS	BY	APPD
1				
2				
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COMMERCE BLVD EXTENSION
 AMERICAN CANYON
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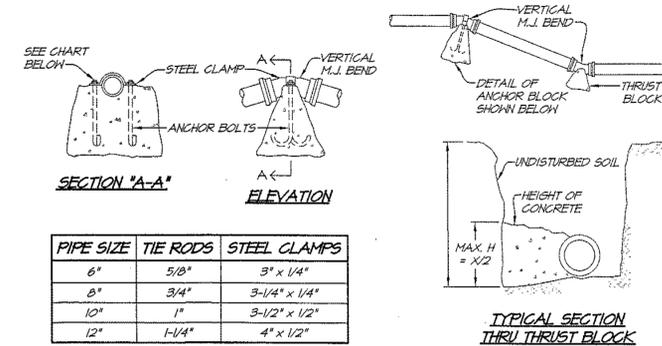
REGISTERED PROFESSIONAL
 CIVIL ENGINEER
 STATE OF CALIFORNIA
 No. 87758
 Exp. 8-31-20

DATE	NOV. 20, 2018
DRAWN	LMM
DESIGNED	DJS
CHECKED	PSH
JOB NO.	4180100
SHEET NO.	C5.1
	19 OF 20 SHEETS



REQUIRED BEARING AREA - TOTAL SQUARE FEET

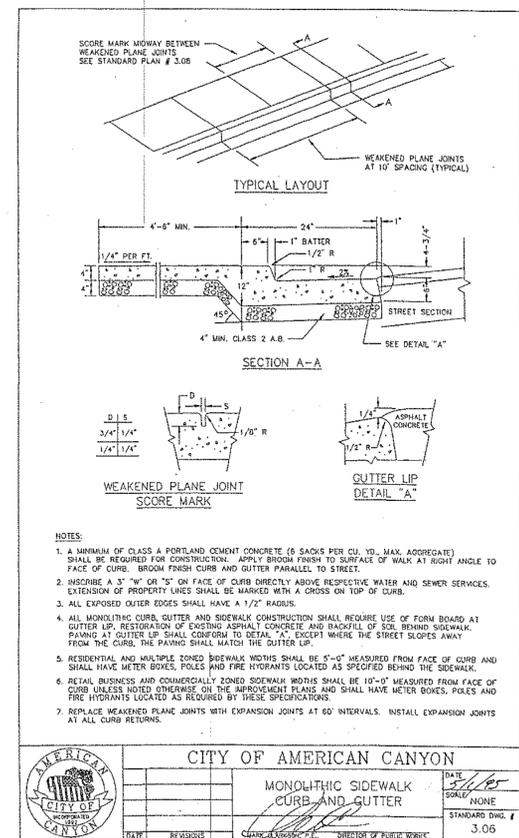
TYPE OF FITTING	90° BEND	45° BEND	11-1/4" OR 22-1/2" BEND	TEE OR DEAD BEND	TEE W PLUGS	CROSS W PLUGS	CROSS W PLUGS
TYPICAL INSTALLATION							
SIZE OF FITTING	BEARING AREA - TOTAL SQUARE FEET						
	ANCHOR BLOCK - MINIMUM VOLUME CUBIC YARDS						
4"	3	0.5	2	0.5	1	0.3	2
6"	4	1.5	2	1.0	0.5	3	1.0
8"	7	2.5	4	2.0	1.0	5	1.5
10"	12	4.0	6	3.0	1.5	8	2.5
12"	16	5.5	10	4.0	2.0	12	3.5



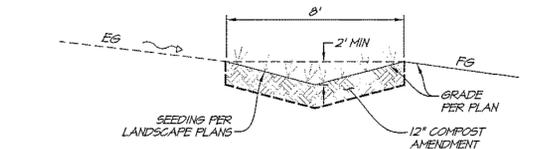
- NOTES
- THRUST BLOCKS AND ANCHOR BLOCKS TO BE CONSTRUCTED OF CLASS B CONCRETE.
 - AREAS GIVEN ARE FOR CLASS 150 PIPE AT TEST PRESSURE OF 150 PSI IN SOIL WITH PSF BEARING CAPACITY. INSTALLATIONS USING DIFFERENT PIPES, TEST PRESSURES AND/OR SOIL TYPES SHOULD ADJUST AREAS ACCORDINGLY, SUBJECT TO APPROVAL OF ENGINEER.
 - BLOCKS TO BE POURED AGAINST UNDISTURBED SOIL. WHERE UNDISTURBED SOIL IS NOT AVAILABLE, SIZE THE THRUST BLOCK ACCORDING TO THE VOLUME OF CONCRETE REQUIRED FOR ANCHOR BLOCK.
 - JOINTS AND FACE OF PLUGS TO BE KEPT CLEAR OF CONCRETE.
 - USE MECHANICAL JOINT RETAINER GLANDS AT ALL ANCHOR BLOCK FITTINGS.
 - POLYWRAP FITTINGS IN ACCORDANCE WITH ENGINEERING STANDARD SPECIFICATIONS.

2 THRUST BLOCK AND ANCHOR BLOCK DETAILS
RSA 11A0102-02 AMERICAN CANYON STANDARD DWS 7.12 NOT TO SCALE

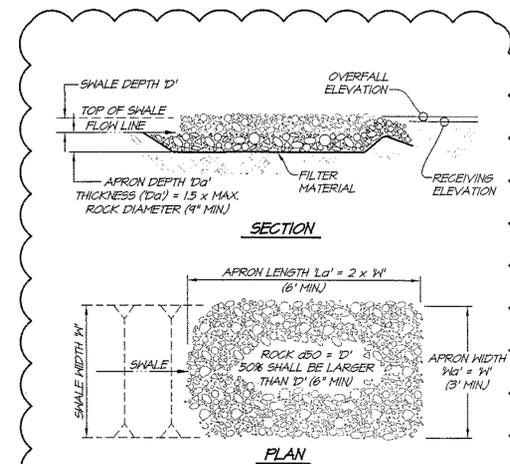
1 DRIVEWAY APRON DETAILS
AMERICAN CANYON STANDARD DRAWINGS 3.10 & 3.11



3 SIDEWALK DETAIL
AMERICAN CANYON STANDARD DRAWINGS 3.06 NOT TO SCALE



4 GRASS LINED SWALE DETAIL
NOT TO SCALE



5 SWALE ROCK OUTFALL
RSA 60000-08 NOT TO SCALE

NO.	DATE	REVISIONS	BY	APPD.
1				
2				
3				
4				
5				

1515 FOURTH STREET
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COMMERCE BLVD EXTENSION
DETAILS
AMERICAN CANYON CALIFORNIA

DATE: NOV. 20, 2010
DRAWN: LMP
DESIGNED: DLS
CHECKED: PSN
JOB NO.: 4100100
SHEET NO.: C5.2
20 OF 20 SHEETS



TITLE

Tacos Baja Cali Design Permit - Appeal of the Planning Commission Denial

RECOMMENDATION

Discuss three alternatives that respond to the Vanessa Lara appeal of the Planning Commission denial of the Tacos Baja Cali stationary Food Truck Design Permit at 4225 Broadway Street and select an alternative to proceed with the project (File Number PL21-0015):

1. Uphold the Design Permit denial;
2. Overturn the Design Permit denial; or
3. Overturn the Design Permit denial with modifications to the Project.

CONTACT

William He, AICP, Associate Planner

BACKGROUND & ANALYSIS

In March 2021, Vanessa Lara, submitted a Design Permit application to operate a stationary Food Truck serving takeout cuisine at 4225 Broadway St, APN 058-270-008. The parcel is 7.13-acres located in the Business Park (BP) Zoning District of the Broadway District Specific Plan (BDSP). The Tacos Baja Cali Food Truck, "Project" would lease a 440 square foot area on the northeast side of the parcel adjacent to Broadway (Highway 29) near Larry's Truck Toppers. Other tenants at the property include Hurst Firewood, Miguel's Consignment store, and seasonal Pumpkin and Christmas tree sales. A Project Location map is included as [Attachment 1](#).

The Food Truck would operate during daylight hours with one or two employees. The truck is self-contained with cooking gas and water. Electricity for refrigeration and interior lights would be powered with a generator. Employees would use the restroom at Larry's Truck Toppers. No outdoor seating or nighttime lights is proposed at this time. Customer parking is located adjacent to Larry's Truck Toppers. At the end of the business day, the Food Truck will be moved to an off-site commissary for disposal of fats, oils and grease (F.O.G.), restocking, and overnight parking. Food Truck vehicle maintenance and washing would occur offsite. A photograph of the Food Truck in its proposed location is included as [Attachment 2](#). A photograph depicting the customer parking location is included as [Attachment 3](#).

The Zoning Code classifies Food Trucks as Class II Mobile Service Vendors, (see Mobile Service

Vendor Permit Ordinance (MSVP), American Canyon Municipal Code, Chapter 19.37). The MSVP allows a stationary Food Truck location with a Design Permit approval. Other Food Truck options include:

- A Mobile Service Vendor Permit allows “Non-stationary” Food Trucks in the General Industrial zoning district.
- A Temporary Outdoor Promotion permit allows Food Trucks at a fixed location for up to 10 consecutive days, four times per year.
- Food Trucks at a City Park or a private party are exempt from the MSVP.

A copy of the MSVP Ordinance is included as [Attachment 4](#).

On May 21, 2021, the May 27, 2021, Planning Commission staff report was published. A copy of the Planning Commission staff report is included as [Attachment 5](#).

On May 27, 2021, prior to the Planning Commission meeting, the City received four public comment letters. Two letters were opposed to the Design Permit, and two letters were in favor included as [Attachment 6](#).

The Planning Commission conducted a public hearing for the Tacos Baja Cali Food Truck. Four speakers provided oral comments: Vanessa Lara, Daniel Harder, Chris James, Cindy, and Justin Hamilton Hole. At the conclusion of the public hearing, the Planning Commission voted to deny the project with a 4-1 vote. The Planning Commission found the project inconsistent with the Broadway District Design Guidelines, General Plan Land Use Element Objective 1.18, and Economic Development Element Goal 3B. The Resolution that more fully describes the findings for denial is included as [Attachment 7](#).

On June 4, 2021, the applicant received a letter explaining the Planning Commission’s action and provided the applicant a ten-day appeal period extension, which expired at close of business on June 17, 2021. A copy of the staff letter is included as [Attachment 8](#).

On June 17, 2021, the applicant filed an appeal to the Planning Commission denial decision. The appeal requests the City Council to repeal the Planning Commission denial and approve the Design Permit application. A copy of the Appeal application and letter is included as [Attachment 9](#).

As discussed in the Alternatives section and Staff Recommendation, the City Council may overturn the Planning Commission’s denial if the Findings to approve a Design Permit can be met. These findings are listed below:

19.41.050 Required findings.

Approval of a design permit application may be granted by the appropriate decision-making authority only if all of the following findings are made:

- A. The project complies with all applicable provisions of this title and any applicable approvals granted for the project by any decision-making authority.
- B. The project and its design complies with any applicable design guidelines.
- C. The project and its design complies with all applicable general plan policies.
- D. The project complies with applicable policies of the Napa County 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.
- 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.
- G. The design improves the community's appearance by avoiding both excessive variety and monotonous repetition.
- 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.
- I. The proposed design provides for adequate and safe on-site vehicular and pedestrian circulation. (Ord. 2010-03 § 3, 2010; Ord. 2001-02 § 1, 2001)

A copy of the complete Design Permit zoning regulations is included as [Attachment 10](#).

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Economic Development and Vitality: "Attract and expand diverse business and employment opportunities."

FISCAL IMPACT

N/A

ALTERNATIVES

Based upon the administrative record and testimony at the public hearing, the City Council has discretion to approve one of three alternative courses of action that respond to the Vanessa Lara appeal of the Planning Commission denial of the Tacos Baja Cali stationary Food Truck Design Permit at 4225 Broadway Street (File Number PL21-0015). These include:

1. Uphold the Design Permit denial;
2. Overturn the Design Permit denial; or
3. Overturn the Design Permit denial with modifications to the Project.

Depending on which alternative is selected, staff will return at a subsequent City Council meeting with a Resolution that includes findings that reflect the City Council's Appeal decision.

ENVIRONMENTAL REVIEW

The project was evaluated as exempt from the California Environmental Quality Act (CEQA) under Categorical Exemption, Class 1 (Section 15301) – Existing Facilities and Class 5 (Section 15305) –

Minor Alterations in Land Use Limitations.

ATTACHMENTS:

1. Location Map
2. Food Truck Location Photograph
3. Food Truck Parking Location
4. MSVP Ordinance
5. PC Staff Report - Tacos Baja Cali 05.27.2021
6. PC Meeting public comment letters
7. PC RESOLUTION 2021-14
8. Tacos Baja Cali Design Permit - Denial letter 06.04.2021
9. PL21-0015 Appeal letter
10. Design Permit Regulations

Location Map - Tacos Baja Cali Food Truck



Tacos Baja Cali Food Truck



Tacos Baja Cali Food Truck Customer Parking



Chapter 19.37 MOBILE SERVICES AND VENDORS

19.37.010 Purpose.

The purpose of this chapter is to establish policies that support the safe operation of mobile services and vendors within American Canyon. Mobile services and vendors help foster job growth, serve as incubators for entrepreneurs seeking to establish a brick-and-mortar business, help promote a sense of identity and community, and provide additional product and service choices for residents and consumers. (Ord. 2015-04 § 2, 2015)

19.37.020 Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

“Class 1 mobile vendor,” also referred to as an “ice cream truck,” means a motor vehicle engaged in the curbside vending or sale of frozen or refrigerated desserts, confections, ice cream, or prepackaged candies, prepackaged snack foods, or soft drinks, primarily intended for the sale to children under twelve years of age. Class 1 mobile vendors typically roam residential neighborhoods in search of customers.

“Class 2 mobile vendor,” also referred to as a “food truck,” means any vehicle, as that term is defined in the California [Vehicle Code](#), which is equipped and primarily used for preparing, cooking, and selling food. These vehicles are not necessarily limited to edible items and may also sell non-food sundries as an accessory item to food sales. This type of vendor may roam among sites for less than one hour per stop or may remain in one location for one hour or more.

“Class 3 mobile vendor” means a mobile business that sells non-edible goods or provides services to multiple customers in a business day at a single location. Examples of this type of vendor include mobile florists, mobile salons, or mobile dog grooming. All Class 3 vendors must obtain a temporary outdoor promotion permit (Municipal Code Section [5.05.045](#)).

“Fixed location” means a place on private property that the mobile vendor is parked for more than one hour.

“Mobile vending vehicle” means any vehicle that is used for the purposes of providing sales of products or services as defined in this chapter.

“Mobile vendor” means an individual or business that owns or operates a mobile service or vending vehicle.

“Operator” means any person or entity that:

1. Owns, controls, manages, and/or leases a mobile service or vending vehicle; and/or
2. Contracts with any person(s) to drive, operate, prepare food in, and/or vend from, a mobile vending vehicle; and/or
3. Drives, operates, prepares food in, or vends from, a mobile vending vehicle.

“Permit” means the business license or entitlement approval required under this chapter or any other chapter of this code.

“Person” means any natural person, firm, partnership, association, corporation, or other legal entity of any kind or nature.

“Restocking” means the transfer of food, goods or merchandise to a mobile vending vehicle from any other person or vehicle and includes, but is not limited to, loading and delivery of food, goods and merchandise.

“School” means any public and/or private school in which instruction is given in any or all grades through grade twelve.

“Vend” or “vending” means soliciting, displaying, or offering produce, prepared or unprepared food, non-food sundries, and/or services of any kind for sale or barter or exchange from a mobile vending vehicle in a public place within the city. “Vend” or “vending” includes the movement or standing of a food vending vehicle for the purpose of searching for, obtaining and/or soliciting retail sales or produce, prepared food, or non-food sundries, including, but not limited to, goods, wares, or merchandise. (Ord. 2015-04 § 2, 2015)

19.37.030 Operational requirements.

A. The following table defines the general operation requirements:

Table 19.37.030

Requirement	Class 1 – Ice Cream Trucks	Class 2 – Food Trucks	Class 3 – Other Mobile Vendors
Days of the week	All	M – F (may be extended to Saturday and Sunday with approval of a temporary outdoor promotion permit)	All
Time of operation	9:00 a.m. – 8:00 p.m. or sunset, whichever occurs first	6:00 a.m. – 6:00 p.m. (may be extended at the discretion of the community development director)	7:00 a.m. – 7:00 p.m. (or as defined by temporary outdoor promotion permit)
Maximum time in one location	10 minutes	4 hours	6 hours
May occupy a fixed location	No	Yes	Yes
Permitted zones	All	Light Industrial (LI), General Industrial (GI) with mobile service vendor (MSV) permit – other zoning districts with approval of a temporary outdoor promotion permit	All zoning districts require approval of a temporary outdoor promotion permit
Cleaning requirement	50' ¹	50' ¹	50' ¹

School limitation	No sales citywide from 15 minutes before and until 1 hour after the end of the public school day	No limitation	No limitation
Vending allowed in public right-of-way	Yes	No	No
May use amplified sound	Yes, but amplified sound must cease when vehicle is stopped to sell ice cream	No	No

¹ Fifty feet represents the minimum cleaning radius, but temporary outdoor promotion permits (Municipal Code Section [5.05.045](#)) may be required to extend this area.

B. All operators shall comply with the following additional regulations:

1. Each operator shall conspicuously display a city of American Canyon business license inside each mobile vending vehicle.
2. All mobile service and vendor staff shall carry legal identification.
3. Every mobile vending vehicle shall permanently affix the name, address, and telephone number of the business on the left and right sides of the vehicle with four-inch letters that contrast in color to the vehicle paint.
4. Vending may not occur until the mobile vending vehicle has been brought to a complete stop and lawfully parked ([Vehicle Code](#) Section 22456).
5. A mobile vending vehicle may not be restocked while the vehicle is on any public or private street.
6. A mobile vending vehicle may not receive electrical power or other utilities from any public or private property.
7. Class 1 and Class 2 mobile vendor operators shall conspicuously display a food handling permit or other health permit as required by law inside each food vending vehicle.
8. All mobile vendors shall be equipped with refuse containers large enough to contain all trash and refuse generated by the operation of such vehicle. The operator of the mobile vending vehicle shall pick up all trash and refuse generated by the operator’s vending during the time the vehicle is stopped, that is within not less than a fifty-foot radius of the vehicle, before the vehicle is moved, or throughout the day as necessary to maintain clean surroundings. (Ord. 2015-04 § 2, 2015)

[19.37.040 Mobile service and vendor permit.](#)

A. A person desiring to engage in a mobile vendor operation shall obtain a mobile service and vendor permit. Each mobile vendor and services applicant shall submit the following information:

1. A written application.

2. An application fee.
3. A city of American Canyon business license.
4. A copy of a current Napa County environmental health permit, if applicable.
5. Current business mailing address.
6. Legal names of the mobile vendor and all persons operating or vending or providing service out of the mobile vending vehicle.
7. Proof of current vehicle registration.
8. Proof of automobile insurance as required by the [Vehicle Code](#).
9. A photograph of the front, rear and each side of each mobile vending vehicle.
10. Dimensioned sample or rendering of proposed signage.
11. A signed affidavit agreeing to the operational standards in Section [19.37.030](#).

B. If the mobile vendor is proposed at a fixed location, the mobile vendor shall provide the following in addition to the submittal requirements in subsection A:

1. A site plan depicting the location of the primary use and operation of the mobile vending vehicle.
2. A table identifying the number of required parking spaces, and the number of provided parking spaces.
3. A note identifying the hours and days of week of operation.
4. An affidavit in a form approved by the city from the property owner (if other than self) permitting the mobile food vendor to locate on the site and allowing the use of on-site restroom facilities.

C. Class 2 mobile vendors shall also provide written proof of a current contract with a commissary. (Ord. 2015-04 § 2, 2015)

[19.37.050 Renewal permit.](#)

A. Each mobile vendor shall submit the following information for an annual mobile service and vendor permit renewal:

1. A written application.
2. An application fee.
3. A city of American Canyon business license.
4. A copy of a current Napa County environmental health permit, if applicable.
5. Current business mailing address.
6. Legal names of the mobile vendor and all persons operating or vending out of the mobile vending vehicle.
7. Proof of current vehicle registration.
8. Proof of automobile insurance as required by the [Vehicle Code](#).
9. A photograph of the front, rear and each side of each mobile vending vehicle (if vehicle or graphics on the vehicle have changed in the past year).

10. Dimensioned sample or rendering of proposed signage (if vehicle or graphics on the vehicle have changed in the past year).

11. A signed affidavit agreeing to the operational standards in Section [19.37.030](#).

12. Class 2 mobile vendors must also provide written proof of payment to a commissary within the prior twelve months. (Ord. 2015-04 § 2, 2015)

19.37.060 Exemptions.

The following are exempt from the requirements of this chapter as specified below.

A. Mobile vending conducted in connection with:

1. The operations of a state certified farmers' market.
2. An event authorized by a temporary outdoor promotion permit, encroachment permit, or other permit or entitlement issued by the city, such as an authorized street fair or a design permit.
3. An event at a private school facility.
4. A public park with prior written authorization from the parks and recreation director.
5. A construction site of one acre or larger with active grading or building permits.
6. A private event or party on the site of the event with no retail sale to the general public.
7. A single request for service or sales where the mobile vendor conducts no retail sales to the general public. Examples of these services include delivery vehicles, mobile windshield repair, caterers, etc., that provide deliveries or services to more than one business or residential address in the course of a business day. (Ord. 2015-04 § 2, 2015)

19.37.070 Penalty for violation.

Violation of any provision of this chapter shall be punishable as an infraction and/or by administrative citation and penalty, including fines and/or revocation of business license and permits. (Ord. 2015-04 § 2, 2015)

19.37.080 Permit denial.

Any one of the following may constitute grounds for denial of a permit to operate or renewal application:

- A. The proposed mobile vending activity does not comply with all applicable laws including, but not limited to, the applicable building, zoning, fire, safety, and health regulations.
- B. The applicant has knowingly made a material misstatement in the application for a permit to operate.
- C. The mobile service and vendor permit application and/or renewal permit application was incomplete.
- D. The director of community development concludes that such business has been, will be, or is apt to become a public nuisance or in any way detrimental to the public interest. (Ord. 2015-04 § 2, 2015)

19.37.090 Appeal.

Any person aggrieved by any decision of the director of community development made pursuant to this chapter may appeal the decision to the planning commission pursuant to the provisions of Sections 2.04.070 through 2.04.100 of this code. (Ord. 2015-04 § 2, 2015)

ATTACHMENT 5



PLANNING COMMISSION STAFF REPORT

**May 27, 2021
Public Hearing**

SUBJECT

Consider two Resolutions to approve a Design Permit for the operation of a stationery food truck serving take-out cuisine in the Broadway District at 4225 Broadway St and the vacant pad south of 210 American Canyon Road, APNs 058-270-008 and 059-110-056 (File numbers PL21-0007 and PL21-0010)

PROJECT LOCATION Broadway District at 4225 Broadway St and the vacant pad south of 210 American Canyon Rd, APNs 058-270-008 and 059-110-056

APPLICANT/OWNER Vanessa Lara / Frank Salas and Miguel Mendoza / Best Properties

ENVIRONMENTAL REVIEW The two proposed Design Permits are exempt from the California Environmental Quality Act (CEQA) under Categorical Exemption, Class 1 (Section 15301) – Existing Facilities and Class 5 (Section 15305) – Minor Alterations in Land Use Limitations.

STAFF CONTACT William He, AICP, Associate Planner

REQUESTED ACTIONS

1. Receive staff report.
2. Open Public Hearing.
3. Receive public testimony.
4. Close Public Hearing.
5. Commission comments and questions.
6. Adopt a Resolution to approve a Design Permit for the operation of a stationery food truck serving take-out cuisine in the Broadway District Specific Plan at 4225 Broadway St, APN 058-270-008 (PL21-0007).
7. Adopt a Resolution to approve a Design Permit for the operation of a stationery food truck serving take-out cuisine in the Broadway District at the vacant pad south of 210 American Canyon Rd, APN 059-110-056 (PL21-0010).

Site Information for 4225 Broadway St (PL21-0007)

General Plan Designation	Broadway District, Business Park (BP)
Zoning District	Broadway District, Business Park (BP)
Site Size	440 SF in the 7.13-acre site
Present Use	Retail

Surrounding Zoning and Uses	North: Offices and a church South: Single-family residential dwellings East: Retail at Napa Junction shops West: Single-family residential dwelling, and Valley View senior apartments
Access	Site access is provided off Highway 29



Figure 1: Vicinity Map for Tacos Baja Cali at 4225 Broadway St, the applicant will occupy a 440 SF lease area on the 7.12-acre site. The red rectangle is the approximate location of the proposed pad.

Site Information for the vacant pad south of 210 American Canyon Rd (PL21-0010)

General Plan Designation	Broadway District, Neighborhood Commercial (CN)
Zoning District	Broadway District, Neighborhood Commercial (CN)
Site Size	480 SF in the 1.03-acre site
Present Use	Vacant
Surrounding Zoning and Uses	North: Walgreens drug store, Village at Vintage Ranch South: Open Space East: Mobile Home Park West: Hwy 29, Safeway Shopping Center
Access	Site access is provided off Broadway St



Figure 2: Vicinity Map for Tacos y Mariscos Los Plebes, the site is located south of the Walgreens drug store. The red rectangle shows the approximate location of the proposed pad.

Background

Proposed Development:

The Tacos Baja Cali food truck is proposed at an existing retail location at 4225 Broadway St, using a lease area approximately 440 SF in the 7.13-acre site. The site is adjacent to Larry's Truck Toppers, which will provide access to restrooms for the applicant's employees. The applicant has an existing food truck business in Vallejo. The Tacos Baja Cali food truck will be the second truck for the applicant's business.

A second application not related to the Tacos Baja Cali food truck is the Tacos y Mariscos Los Plebes food truck. The Tacos y Mariscos Los Plebes food truck application is proposed at a vacant retail pad south of Walgreens at 210 American Canyon Rd, using a lease area approximately 480 SF in the 1.03-acre site. Parry's Pizza has agreed to allow the applicant access to their restrooms. The food truck will be the first business for the applicant, but he has years of restaurant business experience from a restaurant in Vallejo.

Both applicants will sell take-out food only. Each truck will be operated by one or two employees. Food preparation and fats, oils and grease (F.O.G.) disposal will occur at offsite commissaries. Food Truck vehicle maintenance and washing are also conducted offsite. The trucks will be powered by their own generator and not connect to any on site utilities.

There is no proposed outdoor seating or nighttime lights. For this reason, the food trucks will operate at their fixed locations during daylight hours only. At the end of the business day, the food trucks will be moved to an off-site location for restocking and storage.

History

The Mobile Service Vending (MSV) Ordinance was developed to establish safe standards for food trucks and other mobile businesses in American Canyon. During the ordinance review process, the City received concern from local businesses that food trucks may compete with restaurants in the Highway 29 commercial district.

The MSV Ordinance classifies Food trucks as Class-II mobile service vendors (MSV). The MSV allows Mobile food trucks as follows:

- Mobile trucks with no fixed location in the General Industrial (GI) Zoning District.
- A Temporary Outdoor Promotion permit allows food trucks on private property on a temporary basis for a private party or business promotion.
- A Design Permit would allow a food truck to operate on private property on a permanent location.

At the time the ordinance was developed, it was envisioned the Design Permit would facilitate a “food truck court.” Food truck courts host several food trucks in a single location. A food truck court typically includes customer amenities, such as covered and uncovered outdoor seating, “atmosphere” music, nighttime lighting, restrooms, and perimeter landscaping. The prospect of a single food truck on private property on a permanent basis was not discussed.

Both food truck Design Permit applications are proposed in the Broadway District. The BDSP is a strategy to elevate the Broadway District into a dynamic place where residents and visitors live, work, play, and actively participate in their community.

The Broadway District Specific Plan (BDSP) identified vacant and “underutilized” sites, see Figure 3 below. Tacos Baja Cali is proposed in site #9, which is a former bowling alley. Tacos y Mariscos is proposed on a vacant retail pad south of Walgreens. The projects would turn an underutilized and a vacant site into an additional take out option for the area.

On April 27, 2021, the Planning Commission met jointly with the City Council to discuss land uses in the Broadway District. The meeting was held because the City Council expressed concern that the Broadway District Specific Plan may permit uses that are inconsistent with the Broadway District vision.

Given concerns that allowable uses may be inconsistent with the Broadway District vision, and that the potential for single food trucks on private property on a permanent basis was not discussed during the MSV Ordinance hearings, staff elevated the Food Truck Design Permits to the Planning Commission. With greater opportunity for public input, the Planning Commission may use its authority to determine whether “stand alone” food trucks are consistent with the BDSP vision and if so, whether there are any special conditions needed to ensure the vision is maintained.

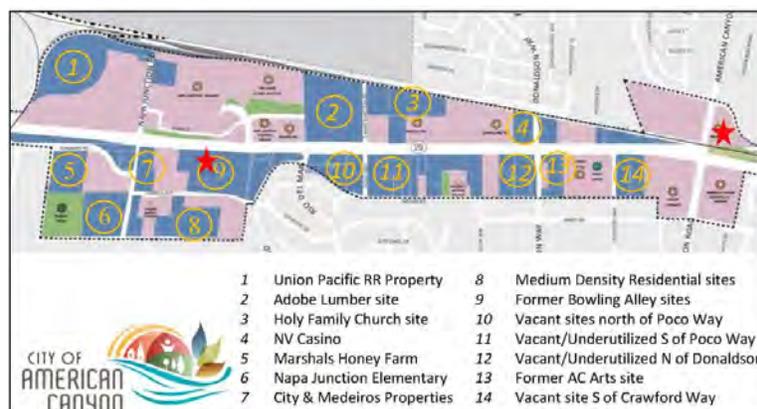


Figure 3: The Broadway District and underutilized sites. The two food trucks are shown with red stars.

Analysis of the Proposed Project

The Design Permit application analysis includes:

1. Project Consistency with the General Plan
2. Project Consistency with the Broadway District Specific Plan
3. Specific Project Issues

1. Project Consistency with the General Plan

The Tacos Baja Cali food truck modifies an existing retail site. The food truck does not use any utility connections and all food preparation and vehicle maintenance will be conducted offsite. The Tacos y Mariscos Los Plebes food truck will add a new concrete pad in a vacant retail parcel.

2. Project Consistency with the Broadway District Specific Plan

The Tacos Baja Cali food truck is proposed in the Business Park (BP) zoning district. The district was intended to create opportunities for employment-based uses such as office and allow a wide variety of supportive uses and residential with pedestrian design elements that encourage comfortable spaces for informal gathering. The Tacos Baja Cali food truck project provides two additional jobs and adds an eatery to support nearby businesses and residents.

The Tacos y Mariscos Los Plebes food truck is proposed in the Neighborhood Commercial (CN) zoning district. The intent of the CN district is to provide a diversity of retail and service commercial uses oriented to the needs of local residents.

3. Specific Project Issues

In reviewing the proposed project, staff considered the following issues discussed in the following section:

- a. Food Truck Operations in the Broadway District
- b. Food Truck / MSV Regulations
- c. Parking
- d. Exterior Appearance

Food Truck Operations in the Broadway District

The BDSP Vision Statement is to enhance the Broadway District as a livable, small town, mixed use City center that is vibrant and thriving and alluring as the “Face of American Canyon.” The BDSP did not envision food trucks as a feature, as it is not a permitted use listed in the land use table, (BDSP, Table 2-3). If an applicant proposed to develop a quick serve restaurant in the City, the applicant will be required to provide parking, lighting, public access, and landscaping along with the brick-and-mortar dining location. With a food truck, many of these site improvement features are not provided.

Benefits to a food truck immediate operation because construction is not required. It also provides new retail and service opportunities and may activate underutilized sites. Food trucks reduce the financial barrier to enter into the restaurant industry, and may facilitate home-grown restaurant businesses.

Food Truck / Mobile Service Vender Regulations

Food truck operators are required to obtain a license from Napa County Health. All food preparation and fats, oils, and grease (FOG) disposal will be conducted daily at an offsite commissary. Consistent with the MSV Ordinance, the applicants will be required to keep the site clean and free of trash for the area within 50 feet of the food truck. Trucks maintenance and washing is not permitted on site.

Both applicants have said that their food quality and social media posts are their biggest forms of advertisement. The food trucks provide signage on the truck itself. In addition, the applicants intend to use an A-frame sign, which is permitted without need for a permit (see ACMC Table 19.23.120(A)(5)). The applicants stated they intend to remove the A Frame sign when the business is not in use.

Parking

The zoning code requires a restaurant to provide one parking space per 100 square feet of the restaurant. The food truck take-out service does not include customer seating. The Tacos Baja Cali site has a gravel area next to Larry's Truck Toppers that provides 5 parking spaces. The Tacos y Marisco Los Plebes site has 14 parking spaces within the Walgreens retail center.



Figure 4: Available parking area for Tacos Baja Cali food truck.

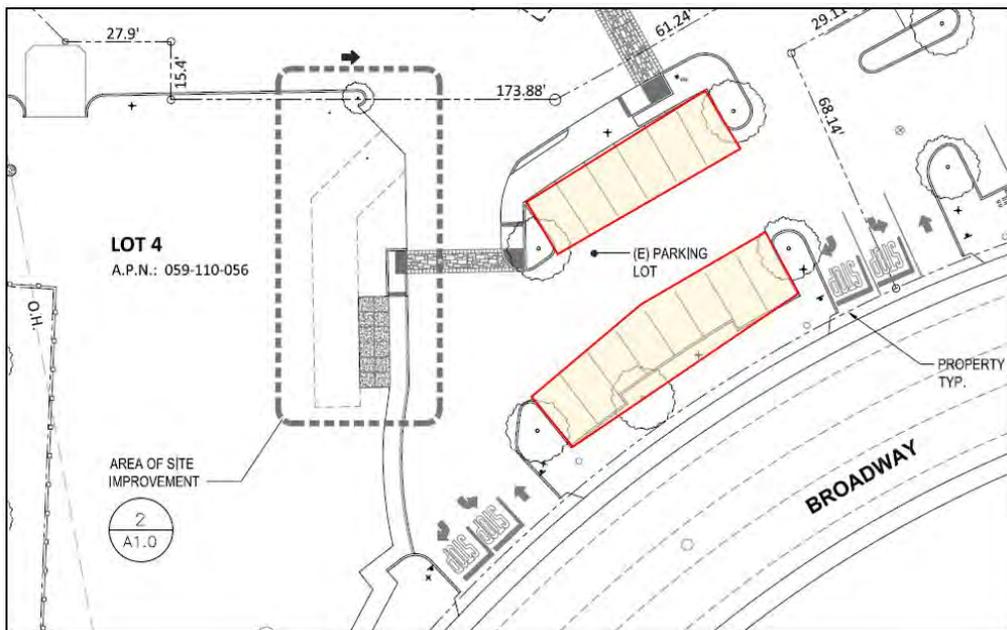


Figure 5: Available parking for Tacos y Mariscos Los Plebes food truck

b. Exterior Appearance

Both food trucks have distinct colors that adds to the surrounding retail establishments. The Tacos Baja Cali food truck has a multicolored body with tan trim that transitions well with the earth tone colors of Larry's Truck Toppers, Miguel's thrift store, and Hurst Firewood.



Figure 6: Tacos Baja Cali truck aesthetic, with owner and daughter.

The Tacos y Mariscos Los Plebes food truck is painted black with a drawing of two youngsters and green trims. The truck will be the first business on the vacant pad. The food truck has a clean finish and does not conflict with the surrounding Walgreens and 7-Eleven stores.



Figure 7: Tacos y Mariscos Los Plebes food truck, with owner and his brother.

CEQA Review

The two proposed Design Permits are exempt from the California Environmental Quality Act (CEQA) under Categorical Exemption, Class 1 (Section 15301) – Existing Facilities and Class 5 (Section 15305) – Minor Alterations in Land Use Limitations.

Staff Recommendation

1. Adopt a Resolution to approve a Design Permit for the operation of a stationery food truck serving take-out cuisine in the Broadway District at 4225 Broadway St, APN 058-270-008 (File number PL21-0007).
2. Adopt a Resolution to approve a Design Permit for the operation of a stationery food truck serving take-out cuisine in the Broadway District at the vacant pad south of 210 American Canyon Rd, APN 059-110-056 (File number PL21-0010).

Attachments:

1. Tacos Baja Cali Design Permit Resolution (File No. PL21-0007)
2. Tacos y Mariscos Los Plebes Design Permit Resolution (File No. PL21-0010)

Copies (notification sent electronically):

Vanessa Lara
Frank Salas
Miguel Mendoza
Jan Snyder



Thursday May 27, 2021
Commissioner Tyrone Navarro, Chairman
Commissioner Crystal Dispo Mallare, Vice Chairman
Commissioner Eric Altman
Commissioner Tammy Wong
Commissioner Andrew Goff

Re: Food Truck Applications and Lemos Pointe Affordable Apartments

Chairman Navarro and Commissioners:

The American Canyon Chamber of Commerce supports food trucks coming into American Canyon provided the food trucks are outside of the Broadway District Plan. We currently have 18 restaurants within these limits and there is never a time where the current restaurants are full. We do not see the need to take away business from our current restaurant owners that have not only provided a permanent location for their business but have endured the struggles the pandemic has brought to the restaurant community. We do, however, believe there is a large market for Food Trucks on the Green Island Road Industrial District. They have no place for the 8,000 workers to purchase lunches, along with the 100's of truck drivers that are coming through daily. We hope you reconsider the location of these trucks and work towards bringing food options to our local industrial area.

The American Canyon Chamber of Commerce strongly endorses the Lemos Pointe Affordable Apartment Project. We believe that this will give the workers in American Canyon the opportunity to live and work within the same city. This could ultimately help alleviate some of the traffic congestion created by commuters. We also recognize the value that bringing in more housing to American Canyon has to offer our business community. With economic development and business recruitment at the top of our priority, we realize that the lack of a growing population in American Canyon holds us back from being able to recruit the types of businesses our community is asking for, such as Trader Joes, Whole Foods, and a corporate restaurant. We know that with adding more housing this can open our options for expanding business in the future.

Sincerely,

Valerie Zizak-Morais
President/CEO
American Canyon Chamber of Commerce

Bill Harper
2021 Chairman of the Board
American Canyon Chamber of Commerce

3860 Broadway Street
American Canyon, Ca 94503
707-552-3650
valerie@amcanchamber.org

William He

From: Richard Hess <rick@rhess.com>
Sent: Thursday, May 27, 2021 3:05 PM
To: William He; Brent Cooper
Cc: Andrew Goff; Crystal Mallare; Eric Altman; Tammy Wong; Tyrone Navarro
Subject: [External] Food Trucks on HYWY 29/BDSP

Hello Planning Commissioners,

Tonight you have a hearing on an application for Design Review to allow food trucks within the BDSP. As the Landlord and representing 6 restaurant tenants at Canyon Plaza and Canyon Corners, I wanted to formally express our opposition to allow food trucks within the BDSP. We currently have approximately 18 restaurants between Walmart and Safeway. All of those restaurants have had to spend a considerable amount of money to build out, maintain grease interceptors/hoods, and all of the other costs associated with operating a sit down restaurant. Typical rental rates for restaurants in American Canyon range from \$3-\$4 per square foot. A food truck will pay a minimal amount of money for a ground lease with none of the additional operating costs of a sit down restaurant. This places an unfair financial advantage to the food truck vendor vs. the sit down restaurant.

As I understand, the application tonight is for two "Taco trucks". We have 3 Mexican restaurants in town that all have their own unique Mexican recipes. To add more tacos and burritos is not providing diversity in foods from what we currently have.

I am extremely excited about the prospects of what we can ultimately achieve through the BDSP execution. I do not believe that during the lengthy and thoughtful planning process of the BDSP that food trucks were a consideration, vision, or goal of what we were trying to accomplish with cleaning up the highway 29 corridor.

Even though we are adamantly opposed to food trucks within the BDSP district, we do believe there is a need provided it is in the appropriate location.

We believe there is a huge need for food trucks in the Green Island Road District. Warehouse workers only have 30 minutes for lunch. There are currently no sit down restaurants within that district and offering a hot meal that is quick and easy for the warehouse employees would be greatly beneficial. Warehouse employees with 30 minutes for lunch are not able to visit the 18 restaurants previously mentioned therefor it would not be taking away business from our existing restaurants.

In conclusion, we believe food trucks along highway 29 is not the desired look that the BDSP envisioned. If allowed, it is a financial disadvantage to all the restaurants that are operating indoors. We do support food trucks outside of the BDSP ie. the Green Island Road District.

We do support food trucks for the occasional special event that occur within the city from time to time.

Thank you for your careful consideration of this matter,
Rick Hess



Council, Committee, and Commission Meeting Public Comment

Please complete the following so that your comment can be routed to the appropriate governing body and incorporated into the meeting record. Comments will not be read aloud during the meeting.

If you wish to speak on an item during the meeting, please join with the Zoom information located on the Agenda. Participants are allowed 3 minutes per topic.

Name: * Karen Coleman

Email: *

I would like to receive a call after the meeting: * Yes No

Telephone: (optional)

Meeting Date: * 5/27/2021

Council, Committee or Commissions: * Planning Commission

Is your comment related to an item on the agenda? * Yes No

Agenda Item Number: * I don't know

Agenda Item Name: * Food trucks

Public Comment: * Allowing food trucks to come and park in American Canyon would be fantastic. It would add variety and more availability to the limited number of restaurants we currently have. It would be great to try something new.

It would be very helpful if the food trucks that come could put out their date and time schedule on social media, both theirs and ours so that people would know about it and would be able to come. This is a great idea!

I am: * IN FAVOR of this item AGAINST this item N/A

File Upload



Council, Committee, and Commission Meeting Public Comment

Please complete the following so that your comment can be routed to the appropriate governing body and incorporated into the meeting record. Comments will not be read aloud during the meeting.

If you wish to speak on an item during the meeting, please join with the Zoom information located on the Agenda. Participants are allowed 3 minutes per topic.

Name: * Yareli

Email: *

I would like to receive a call after the meeting: * Yes No

Meeting Date: * 5/27/2021

Council, Committee or Commissions: * Joint City Council/Fire Protection District Board

Is your comment related to an item on the agenda? * Yes No

Agenda Item Number: * N/a

Agenda Item Name: * Food truck

Public Comment: * I would love to have food trucks in American Canyon
People already sell food everywhere without permits why not support it with these new small business owners willing to pay for a location and pay taxes on it.

I am: * IN FAVOR of this item
 AGAINST this item
 N/A

File Upload

ATTACHMENT 7

PC RESOLUTION 2021-14

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF AMERICAN CANYON DENYING A PROPOSED DESIGN PERMIT FOR THE OPERATION OF A STATIONARY FOOD TRUCK SERVING TAKE OUT CUISINE IN THE BROADWAY DISTRICT AT 4225 BROADWAY ST, APN 058-270-008 (FILE NUMBER PL21-0007)

WHEREAS, a Design Permit application was filed by Ms. Vanessa Lara for the operation of a stationary food truck to serve take out cuisine on a 440 square foot lease area at 4225 Broadway St, APN 058-270-008 (PL21-0007) (the "proposed Project" or the "Taco Baja Cali Project"); and

WHEREAS, a duly-noticed virtual public hearing was held by the City of American Canyon Planning Commission on May 27, 2021, on the proposed Project, at which time all those in attendance were given the opportunity to speak and present evidence on the proposed Project; and

WHEREAS, the American Canyon Planning Commission has considered all of the written submittals and oral testimony presented at the public hearing in making its decision;

NOW, THEREFORE, BE IT RESOLVED that the American Canyon Planning Commission DENIES the Resolution proposed Design Permit for the Tacos Baja Cali Project (PL21-0007) based on the findings contained in Resolution Section 1.

SECTION 1: Design Permit Findings

A. The Tacos Baja Cali Project requires that substantial evidence support the required findings for a Design Permit set forth in Chapter 19.41.050 of the American Canyon Municipal Code, which include the following:

1. The project complies with all applicable provisions of this title and any applicable approvals granted for the project by any decision-making authority.

The vision of the Broadway District is to enhance the Broadway District as a livable, small town, mixed use City center that is vibrant and thriving and alluring as the "Face of American Canyon." The aesthetics of a food truck parked on private property lacks customer amenities and ambiance. See Resolution Finding No. 2 below for further discussion of Design Guidelines noncompliance. For these reasons, the proposed Project does not comply with all applicable provisions of this title and any applicable approvals granted for the proposed Project by any decision-making authority.

2. The project and its design comply with any applicable design guidelines.

The Broadway District Specific Plan Design Chapter Guiding Principles provides that new development will accomplish the following objectives:

- *Beautify the corridor with landscaping, trees and architecture*
- *Provide Gathering Places/Multi-Purpose Places*
- *Unify the Character of New Development*
- *Provide Connections between neighboring Properties and Adjacent Neighborhoods*

The Broadway District Specific Plan Design Chapter Design Vision discuss new development that will accomplish these features:

- *Building architecture should favor a "Modern Industrial and Modern Farmhouse" aesthetic;*
- *Land use and development patterns should create space for the community to socialize and gather;*
- *Landscaping, particularly trees, should be used to address several objectives:*
 - o *Develop a consistent landscape palette along Broadway to provide visual harmony throughout the District;*
 - o *Beautify Broadway and emphasize aesthetic place-making through landscaping and gateway treatments; and*
 - o *Provide buffers between adjoining uses as appropriate;*
- *Make the Main Street experience distinct from surrounding communities and the other districts in the Specific Plan area by promoting family friendly, programmable space*
- *Celebrate the unique character of American Canyon to distinguish the Broadway District from other cities.*
- *Build on existing assets, natural features, and provide space for all people.*

The proposed Project does not further or accomplish the referenced Design Guidelines. As a "new development", the proposed Project food truck does not include any of the design features discussed in the Broadway District Specific Plan Project.

3. The project and its design comply with all applicable General Plan policies.

The Economic Development Element Goal 3B states: Improve the appearance and functionality of the Highway 29 corridor and establish a Town Center to provide for economically sound local-serving commercial development, for both shopping and tax revenue opportunities.

The proposed Project does not comply with Economic Development Element Goal 3B because it consists of adding a food truck operation to an existing retail location. The food truck will not meet design guidelines, nor provide landscaping, customer amenities, or pedestrian connections to any other properties or to other uses within the same property. Thus, the proposed Project will not achieve Goal 3B to improve the appearance and functionality of the Highway 29 corridor.

The Land Use Element Objective 1.18 states: Ensure that commercial development be designed to exhibit a high quality of architectural character and emphasize a low scale "village" environment and pedestrian activity.

The proposed Project consists of a food truck which does not comply with Land Use Element Objective 1.18 because it is located on a 440 square foot lease area adjacent to Broadway. The truck has interesting graphics on the exterior, but lacks architectural character. A freestanding truck within a parking lot with no pedestrian access except to the parking lot conveys an auto-oriented use and not a "village" environment.

4. The project complies with applicable policies of the Napa County Airport Land Use Compatibility Plan.

The site is within Zone E of the Napa County Airport Land Use Compatibility Plan (ALUCP). There is no limitation on a food truck in ALUCP Zone E.

5. 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 proposed Project permanent food truck location is the functional equivalent of a conventional restaurant business in a permanent building. A food truck in a permanent location has an unfair competitive advantage over nearby restaurants because it is not subject to impact fees that must be paid for a permanent building. The food truck does not comply with architectural standards and other building requirements that other existing restaurants and their property owners must fulfill.

6. 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.

As discussed in Resolution Finding No. 2, the proposed Project design does not comply with the Design Standards of the Broadway District Specific Plan and presents an unfair competitive advantage to existing restaurant businesses. For these reasons, the proposed Project is not compatible with existing development in the area.

7. The design improves the community's appearance by avoiding both excessive variety and monotonous repetition.

As discussed in Resolution Finding No. 2, the project design does not comply with the Design Standards of the Broadway District Specific Plan. For this reason, the proposed Project does not improve the community's appearance.

8. 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.

As discussed in Resolution Finding No. 2, the proposed Project design does not promote a harmonious transition in terms of scale and character between areas of different general plan land use designations and zoning districts.

9. The proposed design provides for adequate and safe on-site vehicular and pedestrian circulation.

The proposed Project is a stand-alone food truck within a lease area. There is no accessible path of travel for pedestrians to access the food truck except between the parking lot and the food truck. The auto-oriented nature of the business does not comply with the vision for the Broadway District Specific Plan because the proposed Project does not provide a safe pedestrian connection between neighboring Properties, Adjacent Neighborhoods or to other businesses on the involved property.

SECTION 2: Environmental Determination. In accordance with Section 21083 of the Public Resources Code, a portion of the California Environmental Quality Act, no environmental analysis is required for projects that are denied.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City of American Canyon Planning Commission held on the 27th day of May, 2021, by the following vote:

AYES: Commissioners Altman, Goff, Wong, Vice Chair Mallare

NOES: Chair Navarro

ABSTAIN: None

ABSENT: None

DocuSigned by:
Tyrone Navarro 7/12/2021
177B4F0631974D1...

Tyrone Navarro, Chair

ATTEST:

DocuSigned by:
Nicolle Jones 7/12/2021
C302EF67A4F0450...

Nicolle Jones, Administrative Technician

APPROVED AS TO FORM:

DocuSigned by:
William D. Ross 7/12/2021
285D50133D93421...

William D. Ross, City Attorney

EXHIBITS

A. Project Plans

4225 Broadway,
American Canyon, CA...
3rd date - burn

4215

ABC Tree Farms & Pick
of the Patch Pumpkins
Temporarily closed



© 2014 AerialView.com

Lincoln Hwy

Hwy

ATTACHMENT 8



Sent by Email to:
Vanessa Lara, cvanessal224@gmail.com
Larry Kudrna, lgkudrna@aol.com

June 4, 2021

Ms. Vanessa Lara
89 Crawford Way
American Canyon, CA 94503

Subject: City of American Canyon Planning Commission denial for the Tacos Baja Cali Design Permit application at 4225 Broadway St, APN 058-312-010 (File Number PL21-0007)

Dear Ms. Lara:

At the City of American Canyon ("City") Planning Commission Hearing on May 27, 2021, the Planning Commission considered the Tacos Baja Cali Food Truck Design Permit (PL21-0007) application to operate a stationery food truck at a 440 SF lease area at 4227 Broadway St. within the City. The food truck is proposed to operate in the daylight hours with maintenance and food preparation conducted off-site. Unfortunately, the Planning Commission denied the application for the reasons described below.

Decisions on whether to approve this Design Permit is guided by the City Zoning Code, the City General Plan, and the Broadway District Specific Plan. After considering your application and testimony, written input from neighboring properties, and public comments from the May 27th meeting, the Planning Commission determined that the Project does not meet the long-term goals of the Broadway District Specific Plan. The vision of the Broadway District is to enhance the Broadway District as a livable, small town, mixed use City center that is vibrant and thriving and alluring as the "Face of American Canyon". The proposed stationery food truck does not meet the Broadway District Design Guidelines (see Resolution Finding No. 2 in attached file).

The decision of the Planning Commission is final unless an appeal is filed within 10 days of the decision, on June 7, 2021. Because the denial resolution was sent to you today, we are providing you an additional 10 days for the appeal period, which would end at 5:00 pm on **June 17, 2021**. An appeal of the Planning Commission's decision may be filed with the Community Development Director by filling out an Appeal Form, accompanied by a fee of \$703. The appeal form is available from this link: <https://www.cityofamericancanyon.org/home/showdocument?id=11431> .

We look forward to working with you on this project. Should you have any questions, please contact me by e-mail at whe@cityofamericancanyon.org, or by phone at 707-647-4337.



Sincerely,

A handwritten signature in blue ink, appearing to read "W He", with a long horizontal flourish extending to the right.

William He, AICP
Associate Planner, Community Development Department

Attachment: 1. Unexecuted Planning Commission Resolution Denying Application

CC: Frank Salas, 3500 Arden Creek Road, Sacramento, CA 95864
Frank Salas, 419 Scenic Dr, Modesto, CA 95350
Project Review Committee (Electronically)
File

PC RESOLUTION 2021-14

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF AMERICAN CANYON DENYING A PROPOSED DESIGN PERMIT FOR THE OPERATION OF A STATIONERY FOOD TRUCK SERVING TAKE OUT CUISINE IN THE BROADWAY DISTRICT AT 4225 BROADWAY ST, APN 058-270-008 (FILE NUMBER PL21-0007)

WHEREAS, a Design Permit application was filed by Ms. Vanessa Lara for the operation of a stationery food truck to serve take out cuisine on a 440 square foot lease area at 4225 Broadway St, APN 058-270-008 (PL21-0007) (the “proposed Project” or the “Taco Baja Cali Project”); and

WHEREAS, a duly-noticed virtual public hearing was held by the City of American Canyon Planning Commission on May 27, 2021, on the proposed Project, at which time all those in attendance were given the opportunity to speak and present evidence on the proposed Project; and

WHEREAS, the American Canyon Planning Commission has considered all of the written submittals and oral testimony presented at the public hearing in making its decision;

NOW, THEREFORE, BE IT RESOLVED that the American Canyon Planning Commission DENIES the Resolution proposed Design Permit for the Tacos Baja Cali Project (PL21-0007) based on the findings contained in Resolution Section 1.

SECTION 1: Design Permit Findings

A. The Tacos Baja Cali Project requires that substantial evidence support the required findings for a Design Permit set forth in Chapter 19.41.050 of the American Canyon Municipal Code, which include the following:

1. The project complies with all applicable provisions of this title and any applicable approvals granted for the project by any decision-making authority.

The vision of the Broadway District is to enhance the Broadway District as a livable, small town, mixed use City center that is vibrant and thriving and alluring as the “Face of American Canyon.” The aesthetics of a food truck parked on private property lacks customer amenities and ambiance. See Resolution Finding No. 2 below for further discussion of Design Guidelines noncompliance. For these reasons, the proposed Project does not comply with all applicable provisions of this title and any applicable approvals granted for the proposed Project by any decision-making authority.

2. The project and its design comply with any applicable design guidelines.

The Broadway District Specific Plan Design Chapter Guiding Principles provides that new development will accomplish the following objectives:

- *Beautify the corridor with landscaping, trees and architecture*
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- *Building architecture should favor a “Modern Industrial and Modern Farmhouse” aesthetic;*
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 - *Develop a consistent landscape palette along Broadway to provide visual harmony throughout the District;*
 - *Beautify Broadway and emphasize aesthetic place-making through landscaping and gateway treatments; and*
 - *Provide buffers between adjoining uses as appropriate;*
- *Make the Main Street experience distinct from surrounding communities and the other districts in the Specific Plan area by promoting family friendly, programmable space*
- *Celebrate the unique character of American Canyon to distinguish the Broadway District from other cities.*
- *Build on existing assets, natural features, and provide space for all people.*

The proposed Project does not further or accomplish the referenced Design Guidelines. As a “new development”, the proposed Project food truck does not include any of the design features discussed in the Broadway District Specific Plan Project.

3. The project and its design comply with all applicable General Plan policies.

The Economic Development Element Goal 3B states: Improve the appearance and functionality of the Highway 29 corridor and establish a Town Center to provide for economically sound local-serving commercial development, for both shopping and tax revenue opportunities.

The proposed Project does not comply with Economic Development Element Goal 3B because it consists of adding a food truck operation to an existing retail location. The food truck will not meet design guidelines, nor provide landscaping, customer amenities, or pedestrian connections to any other properties or to other uses within the same property. Thus, the proposed Project will not achieve Goal 3B to improve the appearance and functionality of the Highway 29 corridor.

The Land Use Element Objective 1.18 states: Ensure that commercial development be designed to exhibit a high quality of architectural character and emphasize a low scale “village” environment and pedestrian activity.

The proposed Project consists of a food truck which does not comply with Land Use Element Objective 1.18 because it is located on a 440 square foot lease area adjacent to Broadway. The truck has interesting graphics on the exterior, but lacks architectural character. A freestanding truck within a parking lot with no pedestrian access except to the parking lot conveys an auto-oriented use and not a “village” environment.

4. The project complies with applicable policies of the Napa County Airport Land Use Compatibility Plan.

The site is within Zone E of the Napa County Airport Land Use Compatibility Plan (ALUCP). There is no limitation on a food truck in ALUCP Zone E.

5. 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 proposed Project permanent food truck location is the functional equivalent of a conventional restaurant business in a permanent building. A food truck in a permanent location has an unfair competitive advantage over nearby restaurants because it is not subject to impact fees that must be paid for a permanent building. The food truck does not comply with architectural standards and other building requirements that other existing restaurants and their property owners must fulfill.

6. 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.

As discussed in Resolution Finding No. 2, the proposed Project design does not comply with the Design Standards of the Broadway District Specific Plan and presents an unfair competitive advantage to existing restaurant businesses. For these reasons, the proposed Project is not compatible with existing development in the area.

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SECTION 2: Environmental Determination. In accordance with Section 21083 of the Public Resources Code, a portion of the California Environmental Quality Act, no environmental analysis is required for projects that are denied.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City of American Canyon Planning Commission held on the 27th day of May, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tyrone Navarro, Chair

ATTEST:

APPROVED AS TO FORM:

Nicolle Jones, Administrative Technician

William D. Ross, City Attorney

EXHIBITS

A. Project Plans

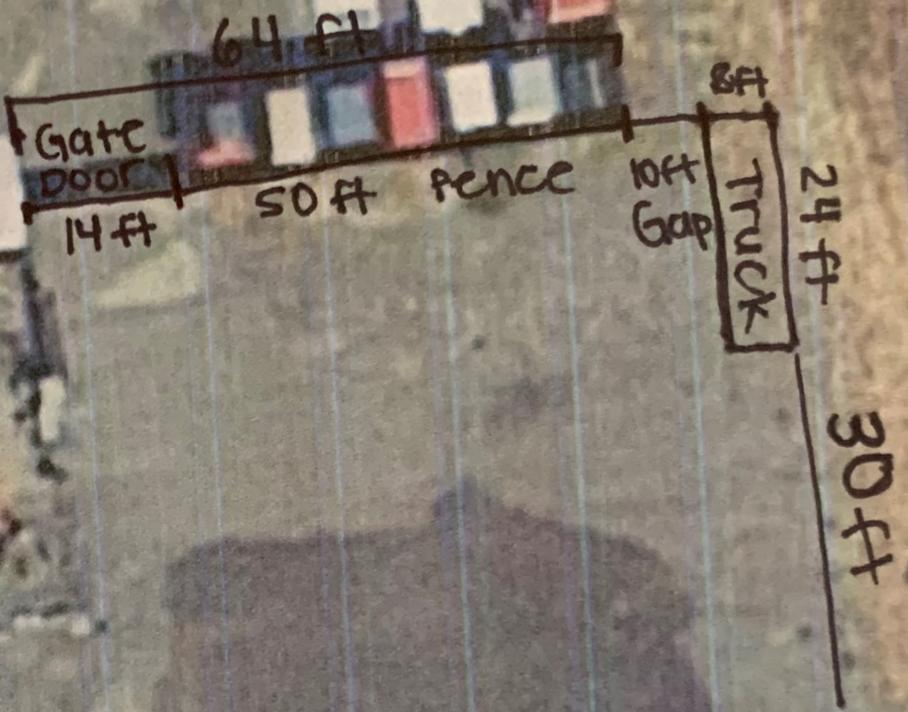
hwy

Lincoln Hwy

4215



4225 Broadway,
American Canyon, CA...
5 min drive - home



ABC Tree Farms & Pick
of the Patch Pumpkins
Temporarily closed



Vanessa Lara

(707) 704-1772

vanessachapina1@gmail.com

June 17, 2021

Dear City Council Members,

The decision that was made by the planning commission on May 27th was biased and unjust. In contrast to the commissioners' idea that the truck would take away from the city's image, the food truck would make American Canyon flourish as it would be in such a central location and attract more business to the surrounding area. It would not be competing with the neighboring restaurants because both the truck and restaurants have their own unique food items and have different things to offer. Due to the restrictions being lifted for COVID-19, this food truck would not take away from others as there will be a surge for businesses all around because everyone will be able to open at full capacity. Therefore, this truck does not present an unfair competitive advantage to existing restaurant businesses as referred to in Sections 5 and 6 of the Broadway District Specific Plan Design. In fact, I am currently paying commissary which includes the following expenses: grease trap, electricity, water usage, trash, storage, liability and vehicle insurance, and health inspection.

Additionally, there is a bias in the decision making process as the planning commission seems to have been swayed by the Chamber of Commerce. The Chamber of Commerce includes Mr. Hess, who has business interest regarding two Mexican restaurants which happen to be located on his properties. The chamber came to the conclusion as a group, and then the planning commission factored in additional input from one of their individual members to add more weight to the same argument.

This is unjust as food trucks from another city are being considered a good addition to the commission, whereas this specific truck is being singled out as not specifically following the Broadway District Specific Plan Design. For example, the chamber wrote a letter in opposition of food trucks as they don't fit the desired aesthetic. Meanwhile, they have hosted events at the Broadway District Specific Plan incorporating food trucks. With that said, there have been members of the public advocating for the support of the food truck. The arguments in opposition of the food truck are invalid due to the fact that the chamber of commerce has already hosted events with food trucks on the Broadway District Specific Plan. If food trucks are not allowed on the Broadway District Specific Plan, all city members should be held to these standards, including the Chamber of Commerce. The public has generally spoken that they would like the addition of a permanent truck in American Canyon which is contrary to the planning commission's specific decision to

make food trucks temporary. There is no valid argument as to why the truck has been rejected instead of given a chance to make the best use of this space, and bring more business to the community.

If given an equal opportunity, we would be willing to accommodate and change the appearance of the truck to fit the desired aesthetic of American Canyon. As stated in 2.6 of the Broadway District Specific Plan Design, a food truck in this area would actually contribute to the plan as it would provide an additional gathering space for the community to socialize while supporting neighboring properties that all have their own unique attributes.

As a long-time resident of American Canyon and someone who has contributed to this community for many years, I believe that I deserve a chance to give back by promoting a family friendly environment and creating something new for people to appreciate as the pandemic restrictions are being lifted.

My main goal is to contribute to the aesthetic of American Canyon as best as possible if given the opportunity by working with the city and surrounding businesses in order to meet the specifications of the Broadway District Specific Plan. Because of this lease being granted on an annual basis, it would not disrupt the future plans for the Broadway district. Due to the food truck being on wheels, everything will be mobile. It will not be permanently established on the property and therefore can be moved from the premises when the development begins.

As stated in 1.1 of the Broadway District Specific Plan, I want to make the space vibrant and alluring to the community. If allowed and/or requested, I would be willing to beautify the corridor, such as through landscaping, as well as follow through with any additional recommendations that the city might have. I just want to have the same opportunity that has been given to others. Thank you for your time and consideration.

Sincerely,

Vanessa Lara

Chapter 19.41 DESIGN PERMITS

19.41.010 Purpose.

The purpose of this chapter is to:

- A. Provide for a review process that promotes excellence in site planning and architectural design, consistent with general plan design policies;
- B. Encourage the harmonious appearance of buildings and sites;
- C. Ensure that new and modified uses and development are compatible with existing and potential uses in the surrounding area;
- D. Produce an environment of stable, desirable character. (Ord. 2001-02 § 1, 2001)

19.41.020 Applicability.

Design permit approval by the community development director or planning commission is required for the following:

- A. New structures, except single-family detached dwellings and their attendant accessory structures constructed on a parcel of land. However, when a builder constructs three or more single-family dwellings in a single subdivision in one year, or on a single block in one year if the lots are not located within a subdivision, the dwelling units shall be subject to approval of a design permit.
- B. Enlargements and exterior alterations of structures, including repainting and color changes of commercial, industrial and multi-family structures, but excluding enlargements and alterations of single-family dwellings for which a design permit was not originally required, unless required as a condition of another approval.
- C. Alterations of land in commercial or industrial districts, and/or of sites of more than one acre in residential districts. (Ord. 2009-10 § 3, 2009; Ord. 2001-02 § 1, 2001)

19.41.030 Design permit approval.

Except as provided in this chapter, no building or structure may be erected, and no building may be enlarged or altered, and no site may be altered until a design permit application has been approved by the community development director or planning commission, as required below. Such review and approval may take place concurrently with the review of any other required approvals.

A. Community Development Department Director Approvals. The community development director may approve the following design permit applications. No public hearing shall be required unless the design permit is being processed concurrently with other applications for which a hearing is required. In this case, the design permit shall be considered at the same public hearing.

- 1. Two-family dwellings and appurtenant accessory structures.
- 2. Multifamily projects containing fewer than five units.

3. Commercial structures containing less than five thousand square feet total, industrial structures containing less than twenty thousand square feet total, and subsequent substantial changes of use to these structures.

4. Enlargements or alterations to a project originally approved by the planning commission involving an area of less than five percent of the project's floor or site area, that the director deems to be compatible with the original approval and an insignificant alteration to the project's appearance.

5. Any visible enlargements or alterations to projects, as determined by the community development director.

6. Changes in use to structures or property which cause a project to not meet design standards contained in this title for landscaping, parking, signage, screening, etc.

B. Planning Commission Approvals. The planning commission may approve the following design permit applications following a public hearing pursuant to the procedures set forth in Chapter [19.40](#):

1. Multifamily dwelling projects containing five or more units.

2. The construction in one year by a single builder of three or more single-family dwellings in a single subdivision, or on a single block if the lots are not located within a subdivision, except such construction in the PC zone district.

3. Commercial structures containing five thousand total square feet or more and industrial structures containing twenty thousand square feet or more, and/or substantial changes of use to these structures.

4. Enlargements and/or exterior alterations of projects and/or sites involving an area of more than five percent of the project's floor and/or site area, or lesser changes that the community development director has determined potentially represent a significant alteration to a project's and/or site's appearance.

5. Sign programs requiring commission approval, pursuant to Chapter [19.23](#).

6. Small-cell antenna facilities that do not comply with standards described in Chapter [19.53](#).

7. Design permit applications referred to the commission by the director because of unique circumstances, potential public controversy or a need for policy direction. (Ord. 2018-05 § 7, 2018; Ord. 2009-10 § 3, 2009; Ord. 2001-02 § 1, 2001)

[19.41.040 Scope of design permit review.](#)

The following areas of design shall be considered in reviewing design permits:

A. Site Planning.

1. Appropriateness of setbacks, site coverage, building heights, and outdoor use areas,

2. Adequacy of parking, and vehicular and pedestrian circulation,

3. Relationship to abutting or adjacent sites and land uses; minimization of impacts on residential districts,
4. Preservation of natural site amenities,
5. Use of landscaping, outdoor lighting, and outdoor furniture,
6. Usability of public and private open spaces;
- B. Structural Design.
 1. Scale, mass, bulk, and proportions,
 2. Compatibility with the desirable qualities of the area and/or streetscape,
 3. Compatibility of building materials and detailing for all structures,
 4. Relationship to other structures and accessory elements on a site,
 5. Screening of utility and mechanical facilities,
 6. Design of fences and walls,
 7. Use of architectural elements that contribute to visual interest and variety, including variation to wall planes, multiple roof lines and defined entries. (Ord. 2001-02 § 1, 2001)

19.41.050 Required findings.

Approval of a design permit application may be granted by the appropriate decision making authority only if all of the following findings are made:

- A. The project complies with all applicable provisions of this title and any applicable approvals granted for the project by any decision making authority.
- B. The project and its design complies with any applicable design guidelines.
- C. The project and its design complies with all applicable general plan policies.
- D. The project complies with applicable policies of the Napa County 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.
- 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.
- G. The design improves the community's appearance by avoiding both excessive variety and monotonous repetition.
- 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.
- I. The proposed design provides for adequate and safe on-site vehicular and pedestrian circulation. (Ord. 2010-03 § 3, 2010; Ord. 2001-02 § 1, 2001)

19.41.060 Expiration of approval.

A. If the project for which a design permit has been approved pursuant to this chapter has not been inaugurated within two years of the granting of the design permit, the approval shall become null and void and of no effect. This provision shall not apply to applications approved in conjunction with another discretionary permit. In such cases, the expiration period shall coincide with that of the associated period.

B. 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:

1. There have been no changes in the approved plans; and
2. There has been no change of circumstances which would prevent any of the required findings of approval to be made. (Ord. 2001-02 § 1, 2001)



TITLE

SDG Commerce 217 Warehouse Distribution Center Conditional Use Permit - Appeal of the Planning Commission Approval

RECOMMENDATION

Direct staff to report on the project analysis and the Laborers International Union of North America, Local 324 (LIUNA) appeal of the Planning Commission approval of the SDG Commerce 217 Warehouse Distribution Center Conditional Use Permit not later than December 7, 2021.

CONTACT

William He, AICP, Associate Planner
William D. Ross, City Attorney

BACKGROUND & ANALYSIS

In March 2020, the Stravinski Development Group (SDG) submitted a conditional use permit application for a 217,294 square foot single story wine storage and distribution warehouse at 1075 Commerce Court, APN 058-030-065, File Number PL20-0008. A Project Location map is included as [Attachment 1](#).

The project was evaluated consistent with the California Environmental Quality Act (CEQA) and a Mitigated Negative Declaration (MND) was prepared. The MND was sent to the State Clearinghouse and circulated for a 30-day public review from December 18, 2020 to January 18, 2021.

On February 25, 2021, the Planning Commission conducted a public hearing and approved the SDG Commerce 217 project consisting of the MND and Conditional Use Permit (Resolution 2021-02 and 2021-03).

On March 5, 2021, the Laborers International Union of North America, Local 324 (LIUNA) filed an appeal to the Planning Commission's approval. The appeal requests the City Council rescind the project approval and require a new MND or EIR. A copy of the March 5, 2021 LIUNA letter is included as [Attachment 2](#).

On August 9, 2021, the Project Applicant has requested additional time for review of the Lead Agency (City Staff) analysis of the Project. Accordingly, Staff recommends the Council direct Staff to

report on the Project analysis and the Appeal not later than December 7, 2021.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

ATTACHMENTS:

1. [Location Map](#)
2. [LIUNA Appeal](#)

ATTACHMENT 1 – VICINITY MAP





Appeal
City of American Canyon
Community Development Department
4381 Broadway, Suite 201
American Canyon, CA 94503

For Office Use Only:
Date Received: _____ By: _____
Case Numbers: _____
Approved: _____

Appeal Form please print or type

Project or application name SDG Commerce 217 Distribution Center (PL20-0008)

Project or application address or APN(s) 1075 Commerce Court (Assessor Parcel Number 058-030-065)

Appellant name LIUNA Local No. 324 Appellant address 611 Berrellesa St

City, state, zip Martinez, CA 94553 Phone no. 510-836-4200 x. 1 Fax no. _____

Bus License # _____

Appellant representative Michael Lozeau, Lozeau Drury LLP Representative address 1939 Harrison Street, Suite 150

City, state, zip Oakland, CA 94612 Phone no. 510-836-4200 Fax no. _____

Bus License # _____

Type of appeal:

- Appeal of Staff administrative decision Date of decision _____
Appeal of Planning Commission decision Date of decision February 25, 2021

Description of matter appealed:

- Approval of project or application
Denial of project or application
Conditions of project approval - number(s) _____
Other _____

The grounds upon which this appeal is filed are (list all grounds relied upon in making this appeal; please attach additional sheets if more space is needed):

There is substantial evidence of fair arguments that the Project may have significant impacts from increases in vehicle miles travelled, significant wildlife impacts, air quality, GHG, and health risk impacts requiring the preparation of an EIR for the project. The MND also is not supported by substantial evidence.

Each of these issues were raised in the comments submitted to the Planning Commission and attached hereto.

The specific action which the appellant wants the City Manager, Planning Commission or City Council to take is:

LIUNA requests the City Council rescind the approval of the project and its associated MND and require the preparation of a new MND that fully mitigates the Project's potential impacts or preparation of an EIR.

Appellant's Signature [Redacted] Date March 5, 2021
Representative's Signature [Redacted] Date March 5, 2021

ATTACHMENTS



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Via Email

February 25, 2021

Tyrone Navarro, Chair
Crystal Mallare, Vice Chair
Eric Altman
Andrew Goff
Tammy Wong
City of American Canyon Planning Commission
Publiccomment@cityofamericancanyon.org

William He, AICP, Associate Planner
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Development Department
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Re: SDG Commerce 217 Distribution Center (PL20-0008) - Mitigated Negative Declaration (February 25, 2021 Planning Commission Meeting, Agenda Item No. 5.2)

Dear Commissioners and Mr. He:

Please accept this brief comment on behalf of Laborers International Union of North America, Local 324 (“LIUNA”) and its members living and working in and around the City of American Canyon regarding the Draft Initial Study and Mitigated Negative Declaration (“MND”) prepared for the proposed SDG Commerce 217 Distribution Center Project (the “Project”). Thank you for the responses prepared to our earlier comments submitted to the Commission on January 17, 2021.

We appreciate the acknowledgement in the responses that the original VMT analysis was incorrect and employed bike trip lengths that could not be substantiated in fact or based on any effort to gather information on bike commuting in general or in the American Canyon area. It appears, however, that the City’s consultant, in responding to those obvious shortcomings, has now embellished its VMT mitigation analysis with numerous other unsubstantiated claims and speculation. Rather than an objective analysis of the actual incremental VMT reductions that will

result from an 800-foot stretch of bike lane connecting two existing bike lanes, the effort seeks, without evidentiary basis, to achieve a desired outcome. The notion that an 800-foot connecting bike lane will, by itself, induce 96 new bike commuters to commute to jobs to the north of the Project and reduce VMTs by 1004 is farfetched. The only way the consultant generates such a number is by ignoring the terms of the federal guidance it claims to be applying, blatantly attempting to assign benefits of other parties' bike lane construction efforts to the applicant, and making believe that, without the connector bike lane, bike commuters from the neighborhood south of the Project heading north must ride on the shoulder of State Route 29. All of these efforts to invent a justification for not requiring sufficient VMT reductions to mitigate the Project's increases in VMT are not supported by the cited guidance or facts. These supplemental comments highlight this continued concern and the remaining fair argument that the Project may have significant environmental impacts from its unmitigated increase in VMTs.

1. GHD's analysis is inconsistent with the NCHRP guidelines it cites.

GHD claims to base its analysis of VMT reductions attributable to the bike lane connector on National Cooperative Highway Research Program Report 552, "Guidelines for Analysis of Investment in Bicycle Facilities." ("NCHRP Report"). The method set forth in the NCHRP Report for estimating induced bike commutes from a new bike facility relies on bike commuters from three buffer distances from a bike facility who would most likely use the facility. (NCHRP Report, p. 38.) These three buffers are less than 400 meters, 400 to 799 meters and 800 to 1599 meters. (*Id.*, pp. 38, Appendix B, B-6.) As the NCHRP Report explains:

Research for this project uncovered that people are more likely to ride a bicycle if they live within 1,600 m (1 mi) of a facility than if they live outside that distance (Appendix B). The likelihood of bicycling increases even more at 800 m and 400 m. The team therefore estimates existing and induced demand using 400-, 800-, and 1600-m buffers around a facility.

(*Id.*) The analysis identifies the population within each of those buffer areas and estimates the number of bike commuters in each buffer using the project region's "bicycle commute share."
(*Id.*) The analysis also provides a method to calculate the total adult cyclists in the buffer areas.
(*Id.*) The NCHRP Report developed "likelihood multipliers" for each of the three buffer zones to account for the fact that "people who live near a facility are more likely to bike than those that do not..." *Id.*, pp. 38-39. A different likelihood multiplier is provided for each of the three NCHRP buffer zones.

Rather than abide by the NCHRP Report's methodology, GHD took the liberty of adding a buffer zone beyond 1600 meters – from 1600 to 2400 meters from the proposed bike lane. (Agenda Packet ("AP"), pp. 302-303.) Substantial evidence includes "facts, reasonable assumptions predicated upon facts, and *expert opinion supported by facts.*" (CEQA Guidelines, § 15384(b) (emphasis added).) Because there is no justification based on the NCHRP Report to inflate induced bike commuter use by randomly expanding the buffers to include people living 1600 to 2400 meters away from a proposed bike lane, GHD's analysis is not based on substantial evidence.

The inconsistencies of GHD's analysis with the NCHRP Report do not however end there. In its analysis, GHD does not include the closest buffer zone identified in the NCHRP Report – 0 – 400 meters. Instead, it uses a 0 – 799 meter buffer, an 800 to 1599 meter buffer and its third made-up buffer from 1600 meters to 2400 meters. However, in calculating how many of the residents in each of these areas are induced to use the new bike lane, GHD then applies the NCHRP's "likelihood multipliers" for the original NCHRP buffer distances. GHD references the likelihood multipliers "[e]stablished by NCHRP 552 research; see Appendix B." AP, p. 304. However, the NCHRP Report and its Appendix B do not establish a likelihood multiplier for GHD's newly minted buffer zone from 1600 to 2400 meters from a facility. So, GHD could not have been applying a number from the NCHRP Report to that area. GHD does not explain which likelihood multipliers it applied to the three zones it selected. If GHD applied the three multipliers calculated by NCHRP for the 400, 800 and 1600 buffer zones to GHD's 800, 1600, and 2400 buffer zones, there would be no evidentiary basis for GHD's new, induced bike commuter computation. In any event, GHD provides no evidence supporting its application of a multiplier factor for the fictitious buffer it seeks to add surreptitiously to the NCHRP Report's methodology. GHD also does not provide evidence of which likelihood multipliers it applied to the 800 meter and 1600 meter zones in its analysis. Without this evidence, the analysis is not substantial evidence.

2. GHD's effort to credit the Project with mitigation for the already completed Bay Trail bike facility adjacent to Wetlands Edge Road is entirely arbitrary and is not supported by evidence that the bike lane gap along 800-feet of Commerce Court is "non-traversable."

GHD further attempts to inflate the VMTs attributable to the proposed 800 feet bike lane by claiming the VMT analysis should include all bike commuters induced by the 1.7 miles of Bay Trail bike access that was constructed along the western side of Wetlands Edge Road many years ago. (AP, pp. 290, 302.) According to GHD, the 800-foot stretch of Commerce Boulevard where it proposes to add bike lanes currently blocks or limits would-be bike commuters heading north from using the Bay Trail bike lanes to the west of Wetlands Edge Road.

First, there is no evidence that the 800-foot stretch of Commerce Boulevard currently blocks or will block any bike commuters from heading north towards the businesses clustered at the north end of Commerce Boulevard or even further north. The MND does not describe in any way the current condition of that road or, more importantly, the condition that will exist upon the completion of the Napa Junction Elementary School project at the corner of Commerce Boulevard and Eucalyptus. The elementary school is scheduled for occupancy this fall. (AP, p. 101.) Construction of the SDG Warehouse project is expected to be ongoing after the school is completed and open. (*Id.*, p. 124.)

The school project includes reconstructing Commerce Boulevard alongside the school property. (*See* Napa Junction Elementary School Replacement Project Draft Environmental Impact Report, p. 10-28 [available at <https://drive.google.com/open?id=13Ny2i9F6u2R6NFJBqlifGoNeUqaUoqTk>]; *see also id.*, p.

10-29 (“the proposed project would improve the roadway with asphalt concrete pavement and sidewalk”); Figures 3-5, 3-15 and 3-16 (plans showing bike lanes on Commerce Blvd.) Despite this brand new roadway running from Eucalyptus Avenue north to the existing SDG Commerce 330, GHD contends that this stretch of Commerce Boulevard is a “non-traversable” gap between the residential areas of American Canyon and the employment centers north that precludes viable bicycle commuting choices.” (AP, p. 287.) Only from this premise does GHD then claim that bike commuters cannot get through this stretch of Commerce Boulevard and must instead head to State Route 29 “since the only connection to employment destinations north of Eucalyptus today is along the shoulders of SR 29 – a route navigable the only the most experienced and fearless riders.” (AP, p. 302.) Contrary to GHD’s assertions, a newly constructed stretch of Commerce Boulevard adjacent to the elementary school does not pose any barrier to bike commuters to travel between Eucalyptus Avenue and the bike path across from SDG Commerce 330. As a result, GHD’s and the final MND’s assertions that the proposed new bike lanes will unlock additional potential from the 1.7 miles of existing bikeway along Wetlands Edge Road is not supported by any substantial evidence. Well before the Project is completed, any commuting biker will be able to peddle unobstructed along the brand-new stretch of Commerce Boulevard whether the new bikeway is constructed or not.

Even if the stretch of Commerce Boulevard adjacent to the new elementary school did pose some limited impediment to bikers that required them to slow down for 800 feet does not justify GHD’s random proposal to attribute half of the VMT reductions of an already completed 1.7 mile bikeway to the Project. This blatant effort to inflate the VMT benefits of the Project’s proposed 800-foot bike lane has no basis in fact and is not a mitigation measure attributable to the Project.

Applying the NCHRP buffer zones that are actually included in that methodology (800 and 1600 meters) and the actual length of the bike facility proposed by the Project (800 feet), and assuming the rest of GHD’s calculations are correct, the number of new bike commuters induced by the 800-foot bike lane is at most 22 cyclists. Assuming GHD’s estimate of bike commute distance is reasonable, that amounts to, at most, a VMT reduction of 229 VMTs. As a result, substantial evidence of a fair argument exists that the Project’s VMT increases may have a significant environmental impact.

3. GHD’s estimate of commuter bike trip lengths does not eliminate the substantial evidence of a fair argument that average bike commute lengths in California are 1.5 miles as published by the California Air Resources Board.

GHD relies on a study of Portland, Oregon to borrow an estimated bike commute length for American Canyon. (AP, p. 290, citing “Understanding and Measuring Bicycling Behavior: a Focus on Travel Time and Route Choice”, Oregon Transportation Research and Education Consortium, OTREC -RR -08 -03, December 2008.) GHD provides no rationale in its report why Portland bicycle commute lengths would be representative of American Canyon bicycle commute lengths. This is despite a CARB approved distance of 1.5 miles for bike trips used to calculate VMT reductions from bikeways. (AP, p. 684.) There is no substantial evidence to support the use of bike commute distances from a highly urbanized area like Portland versus a

more rural/suburban setting such as American Canyon. Using 1.5 miles as the lower end of a bike commute distance estimates yields a mere 33 VMT reduction from the 800-foot bike lane.

4. The inclusion of the new VMT calculations and efforts to justify the limited bike lane mitigation require the City to recirculate the MND for public review and comment.

The law is well-established that even if an EIR is not required, a revised negative declaration must be circulated for full public review if it adds new mitigation measures or identifies new impacts. *Gentry v. Murrieta*, 36 Cal.App.4th 1359, 1392, 1411, 1417. The MND's substantial 'changes to its VMT analysis and new mitigation proposals based on the so-called non-traversability of Commerce Boulevard are significant changes to the MND that should be recirculated to the public for review and comment.

Despite the responses to our earlier comments, substantial evidence of a fair argument still exists in the record that the Project may have significant health risks and impacts on wildlife. For all of these reasons and those discussed in our prior comment, the MND is inadequate and an EIR is required to analyze and mitigate the Project's potentially significant environmental impacts. Thank you for your attention to these supplemental comments.

Sincerely,

A solid black rectangular redaction box covering the signature of Michael Lozeau.

Michael Lozeau
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January 19, 2021

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Re: SDG Commerce 217 Distribution Center (PL20-0008) - Mitigated Negative Declaration

Dear Mr. He:

I am writing on behalf of Laborers International Union of North America, Local 324 (“LIUNA”) and its members living and working in and around the City of American Canyon regarding the Draft Initial Study and Mitigated Negative Declaration (“MND”) prepared for the proposed SDG Commerce 217 Distribution Center Project (the “Project”).

After reviewing the MND prepared for the Project along with our experts, we believe there is a fair argument that the Project may have significant adverse environmental impacts and that an environmental impact report (“EIR”) should therefore be prepared pursuant to the California Environmental Quality Act (“CEQA”), Public Resources Code §§ 21000, et seq.

LIUNA submits herewith the expert comments of wildlife ecologist Dr. Shawn Smallwood. Dr. Smallwood’s expert comments and resume are attached hereto as Exhibit A. LIUNA also submits herewith comments on the Project’s air and greenhouse gas emissions from the environmental consulting firm Soil/Water/Air Protection Enterprise (“SWAPE”). SWAPE’s comments and the resumes of their consultants are attached hereto as Exhibit B.

PROJECT DESCRIPTION

The Project proposes to issue a conditional use permit to construct and operate a 217,294 square foot wine distribution center on a 10.39-acre parcel in close proximity to the Napa River and an area identified by the Audubon Society as an “Important Bird Area.” In addition to the 10.39 acre building site, the Project also involves excavation and operation of a borrow area

covering most of the adjacent 10.17 acre parcel immediately to the south of the building site. The proposed building would be bordered by 134 parking stalls on the north edge of the building parcel and 21 truck docking bays on the north side of the proposed building. The building would be heavily insulated and refrigerated. Grading and filling will occur throughout the Project site as well as most of the adjacent borrow area parcel. During construction, about 17,000 cubic yards of stockpiled soil will be transported and another 21,000 cubic yards of soil will be excavated from the adjacent site. Construction of the project would be done in a single phase lasting approximately 9.5 months. Types of heavy diesel equipment to be used to construct the facility will include a self-loading dirt scraper, bulldozer, motor grader, compactor, roller, water truck, backhoe, excavator, trencher, drilling auger, front end loader, paving machine, laser screed, concrete finishing trowels, tractor, crane, forklift, generator, man lift, scissor lift, welding machine, and light tower. Operation of the Project is estimated to generate a total of 367 daily project trips and, prior to mitigation, increase the daily vehicle miles travelled (“VMT”) in the area by 2,355 VMT. The closest residence is about 500 feet from the Project’s borrow area.

LEGAL STANDARDS

As the California Supreme Court held, “[i]f no EIR has been prepared for a nonexempt project, but substantial evidence in the record supports a fair argument that the project may result in significant adverse impacts, the proper remedy is to order preparation of an EIR.”

(*Communities for a Better Environment v. South Coast Air Quality Management Dist.* (2010) 48 Cal.4th 310, 319-320 [“*CBE v. SCAQMD*”], citing, *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal.3d 68, 75, 88; *Brentwood Assn. for No Drilling, Inc. v. City of Los Angeles* (1982) 134 Cal.App.3d 491, 504–505.) “The ‘foremost principle’ in interpreting CEQA is that the Legislature intended the act to be read so as to afford the fullest possible protection to the environment within the reasonable scope of the statutory language.” (*Communities for a Better Environment v. Calif. Resources Agency* (2002) 103 Cal.App.4th 98, 109 [“*CBE v. CRA*”].)

The EIR is the very heart of CEQA. (*Bakersfield Citizens for Local Control v. City of Bakersfield* (2004) 124 Cal.App.4th 1184, 1214; *Pocket Protectors v. City of Sacramento* (2004) 124 Cal.App.4th 903, 927.) The EIR is an “environmental ‘alarm bell’ whose purpose is to alert the public and its responsible officials to environmental changes before they have reached the ecological points of no return.” (*Bakersfield Citizens*, 124 Cal.App.4th at 1220.) The EIR also functions as a “document of accountability,” intended to “demonstrate to an apprehensive citizenry that the agency has, in fact, analyzed and considered the ecological implications of its action.” (*Laurel Heights Improvements Assn. v. Regents of University of California* (1988) 47 Cal.3d 376, 392.) The EIR process “protects not only the environment but also informed self-government.” (*Pocket Protectors*, 124 Cal.App.4th at 927.)

An EIR is required if “there is substantial evidence, in light of the whole record before the lead agency, that the project may have a significant effect on the environment.” (Pub. Resources Code, § 21080(d); see also *Pocket Protectors*, 124 Cal.App.4th at 927.) In limited circumstances, an agency may avoid preparing an EIR by issuing a negative declaration, a written statement briefly indicating that a project will have no significant impact thus requiring no EIR (14 Cal. Code Regs., § 15371 [“CEQA Guidelines”]), only if there is not even a “fair

argument” that the project will have a significant environmental effect. (Pub. Resources Code, §§ 21100, 21064.) Since “[t]he adoption of a negative declaration . . . has a terminal effect on the environmental review process,” by allowing the agency “to dispense with the duty [to prepare an EIR],” negative declarations are allowed only in cases where “the proposed project will not affect the environment at all.” (*Citizens of Lake Murray v. San Diego* (1989) 129 Cal.App.3d 436, 440.)

Where an initial study shows that the project may have a significant effect on the environment, a mitigated negative declaration may be appropriate. However, a mitigated negative declaration is proper *only* if the project revisions would avoid or mitigate the potentially significant effects identified in the initial study “to a point where clearly no significant effect on the environment would occur, and...there is no substantial evidence in light of the whole record before the public agency that the project, as revised, may have a significant effect on the environment.” (Public Resources Code §§ 21064.5 and 21080(c)(2); *Mejia v. City of Los Angeles* (2005) 130 Cal.App.4th 322, 331.) In that context, “may” means a *reasonable possibility* of a significant effect on the environment. (Pub. Resources Code, §§ 21082.2(a), 21100, 21151(a); *Pocket Protectors*, 124 Cal.App.4th at 927; *League for Protection of Oakland's etc. Historic Resources v. City of Oakland* (1997) 52 Cal.App.4th 896, 904–905.)

Under the “fair argument” standard, an EIR is required if any substantial evidence in the record indicates that a project may have an adverse environmental effect—even if contrary evidence exists to support the agency’s decision. (CEQA Guidelines, § 15064(f)(1); *Pocket Protectors*, 124 Cal.App.4th at 931; *Stanislaus Audubon Society v. County of Stanislaus* (1995) 33 Cal.App.4th 144, 150-15; *Quail Botanical Gardens Found., Inc. v. City of Encinitas* (1994) 29 Cal.App.4th 1597, 1602.) The “fair argument” standard creates a “low threshold” favoring environmental review through an EIR rather than through issuance of negative declarations or notices of exemption from CEQA. (*Pocket Protectors, supra*, 124 Cal.App.4th at 928.)

The “fair argument” standard is virtually the opposite of the typical deferential standard accorded to agencies. As a leading CEQA treatise explains:

This ‘fair argument’ standard is very different from the standard normally followed by public agencies in making administrative determinations. Ordinarily, public agencies weigh the evidence in the record before them and reach a decision based on a preponderance of the evidence. [Citations]. The fair argument standard, by contrast, prevents the lead agency from weighing competing evidence to determine who has a better argument concerning the likelihood or extent of a potential environmental impact. The lead agency’s decision is thus largely legal rather than factual; it does not resolve conflicts in the evidence but determines only whether substantial evidence exists in the record to support the prescribed fair argument.

(Kostka & Zishcke, *Practice Under CEQA*, §6.29, pp. 273-274.) The Courts have explained that “it is a question of law, not fact, whether a fair argument exists, and the courts owe no deference to the lead agency’s determination. Review is de novo, with a *preference for resolving doubts in favor of environmental review.*” (*Pocket Protectors*, 124 Cal.App.4th at 928 [emphasis in

original].)

As a matter of law, “substantial evidence includes . . . expert opinion.” (Pub. Resources Code, § 21080(e)(1); CEQA Guidelines, § 15064(f)(5).) CEQA Guidelines demand that where experts have presented conflicting evidence on the extent of the environmental effects of a project, the agency must consider the environmental effects to be significant and prepare an EIR. (CEQA Guidelines § 15064(f)(5); Pub. Res. Code § 21080(e)(1); *Pocket Protectors*, 124 Cal.App.4th at 935.) “Significant environmental effect” is defined very broadly as “a substantial or potentially substantial adverse change in the environment.” (Pub. Resources Code, § 21068; see also CEQA Guidelines, § 15382.) An effect on the environment need not be “momentous” to meet the CEQA test for significance; it is enough that the impacts are “not trivial.” (*No Oil, Inc.*, 13 Cal.3d at 83.) In *Pocket Protectors*, the court explained how expert opinion is considered. The Court limited agencies and courts to weighing the admissibility of the evidence. (*Pocket Protectors*, 124 Cal.App.4th at 935.) In the context of reviewing a negative declaration, “neither the lead agency nor a court may ‘weigh’ conflicting substantial evidence to determine whether an EIR must be prepared in the first instance.” (*Id.*) Where a disagreement arises regarding the validity of a negative declaration, the courts require an EIR. As the Court explained, “[i]t is the function of an EIR, not a negative declaration, to resolve conflicting claims, based on substantial evidence, as to the environmental effects of a project.” (*Id.*)

CEQA requires that an environmental document include a description of the project’s environmental setting or “baseline.” (CEQA Guidelines, § 15063(d)(2).) The CEQA “baseline” is the set of environmental conditions against which to compare a project’s anticipated impacts. (*CBE v. SCAQMD*, 48 Cal.4th at 321.) CEQA Guidelines section 15125(a) states, in pertinent part, that a lead agency’s environmental review under CEQA:

...must include a description of the physical environmental conditions in the vicinity of the project, as they exist at the time [environmental analysis] is commenced, from both a local and regional perspective. This environmental setting will normally constitute the baseline physical conditions by which a Lead Agency determines whether an impact is significant.

(See, *Save Our Peninsula Committee v. County of Monterey* (2001) 87 Cal.App.4th 99, 124-125 [“*Save Our Peninsula*”].)

A threshold of significance may be useful to determine whether an environmental impact normally should be considered significant. (CEQA Guidelines, § 15064.7(a).) “A threshold of significance is an identifiable quantitative, qualitative or performance level of a particular environmental effect, non-compliance with which means the effect will normally be determined to be significant by the agency and compliance with which means the effect normally will be determined to be less than significant.” (*CBE v. California Resources Agency*, 103 Cal.App.4th at 111.)

“A threshold of significance is not conclusive, however, and does not relieve a public agency of the duty to consider the evidence under the fair argument standard.” (*Mejia v. City of*

Los Angeles (2005) 130 Cal.App.4th 322, 342; see also *Protect the Historic Amador Waterways v. Amador Water Agency* (2004) 116 Cal.App.4th 1099, 1108-1109; *CBE v. California Resources Agency*, 103 Cal.App.4th at 110-114; CEQA Guidelines, § 15064(b.) A public agency cannot, as the City does here, apply a threshold of significance or regulatory standard “in a way that forecloses the consideration of any other substantial evidence showing there may be a significant effect.” (*CBE v. California Resources Agency*, 103 Cal.App.4th at 114.)

ANALYSIS

I. There is a Fair Argument That the Project May Have Significant Traffic and GHG Impacts Because the Purported Mitigation Measure for VMT is Not Supported by Substantial Evidence and Defies Common Sense.

The MND’s analysis of the Project’s VMT impacts is not based on substantial evidence because it relies upon entirely unrealistic assumptions about the distance a bike commuter would ride to and from work. The MND would have one believe that by constructing a 300 feet long Tier 1 bike lane down the street from the Project, 32 commuters would no longer drive an average of 34.6 miles to and from work, but would instead **bike 34.6 miles** to and from work. (MND, Appendix, GHD Draft Technical Memorandum, p. 6 (Nov. 19, 2020) (“VMT Memo”).

The MND identifies a threshold of significance for assessing a Project’s VMT-related impacts of requiring a 15 percent reduction in VMT for the Project “compared with current regional VMT generation for similar uses.” (MND, p. 91.) Relying on an analysis conducted by GHD, the MND identifies that the “[c]ountywide average daily VMTs for employees and visitors are 11.7 and 31.3 miles, with an average of 17.4 daily VMT.” (*Id.*) Based on these numbers, the MND states that the “average daily project trip length has been calculated to be 17.3 miles, with a total daily 2,355 VMT.” (*Id.*) The MND identifies a baseline threshold of 1,354 VMT as the VMT level that is 15 percent less than the County’s average VMT. (VMT Memo, p. 4.) Thus, in order to be consistent with the 15 percent reduction from the average VMT threshold, the MND states that the Project must reduce its estimated VMT of 2,355 by 1,001 VMT. (*Id.*)

GHD then recommends a single measure purporting to achieve this dramatic reduction in the Project’s estimated VMT. GHD and the MND state that extending by a mere 300 feet the Class I bike path on Commerce Court, which currently runs past the existing SDG Commerce 330 warehouse, to connect to the northern driveway of the elementary school under construction would reduce the Project’s VMT by 1,119 VMT. (*Id.*, p. 6.) GHD’s rationale for this assertion is based, in part, on an estimate of the number of new bike commuters that would be added to the City’s bike network by the addition of the 300-foot connector lane. GHD estimates the new lane would entice 32 new bike commuters. (*Id.*, p. 18.) GHD then claims that these 32 new bike commuters would take the place of 32 car commuters who otherwise would each have driven 34.6 miles to and from work. (*Id.*)

Assuming GHD’s estimate of 32 new commuters biking to work as a result of constructing the 300-foot bike lane is correct, the car trip lengths that GHD claims those users’ bike trips would replace are preposterous. There is no evidence that the new bike commuters

who would be enticed onto their bikes by the new 300-foot of bike lane would include any car commuter who currently travels 17.3 miles to and from their work. The 17.3 mile figure applied by GHD has nothing to do with the average length of bike commuter trips. Instead, that number is the average trip length for commuters traveling by *automobile* calculated for the project area. (*Id.*, p. 4.)

The average length of a bike commuter trip is much lower than the average length of a commute by car. The California Air Resources Board (“CARB”) has published a quantification methodology to estimate VMT reductions associated with bike facilities. (CARB, Quantification Methodology (Nov. 1, 2019) (attached as Exhibit C).) Equation 22 of that guidance provides a formula for estimating “VMT Reductions for Bicycle Facility or Walkway.” (*Id.*, p. 18.) GHD completely ignores this guidance in its analysis. Putting that aside, CARB’s factors include its expert determination of the average bike trip length to be used in a VMT reduction calculation. CARB pins the “[a]verage length of auto trip replaced” at “1.5 miles for cycling.” (*Id.* See also ITS Report, p. 5. See *id.*, p. 7 (“The trip length factor, L, is based on the average length of bicycle trips taken for any purpose, using the default 1.5-mile average from most recent California Household Travel Survey data”) (attached as Exhibit D).)

Even assuming GHD’s overly simplistic equation is otherwise correct, applying CARB’s 1.5 mile average of auto trip replaced by a bike trip dramatically reduces the MND’s inflated VMT reduction claim. Based on a realistic trip length for bicycles that would use the 300-foot lane, and according to GHD’s truncated equation, the new 300-foot bike lane would only reduce VMT by 97.5 VMT (65 daily commute trips by new bike commuters x 1.5 bicycle trip length). Thus, GHD’s claim that the 300-foot length of bike lane would miraculously remove 1,119 VMTs from Commerce Court is entirely without basis in evidence or common sense. Instead, that modest bike facility would only remove about 97.5 VMT, leaving the Project over 900 VMT short of the 15 percent reduction from the County average necessary to eliminate the Project’s significant transportation impacts. As a result, the MND is inconsistent with the CEQA Guidelines, 14 Cal.Admin Code § 15064.3 which requires that “[a]ny assumptions used to estimate vehicle miles traveled and any revisions to model outputs should be documented and explained in the environmental document prepared for the project.” Moreover, there is a fair argument that the Project may have significant transportation impacts requiring the preparation of a full EIR.

II. An EIR is Required because the Project will have Significant Impacts on Biological Resources.

A. THE MND Fails to Adequately Analyze Impacts to Biological Resources Because It Relies Upon an Incomplete Baseline and the Project May Have Adverse Impacts on Numerous Sensitive Species Currently Using the Site or Adjacent Areas.

On January 23, 2019 and January 5, 2021, Dr. Shawn Smallwood visited the site. (Smallwood Comments, p. 1.) His first-hand observations of wildlife at the site as well as his review of reliable bird sightings reported on eBird demonstrate that the MND relies upon a

truncated list of species present at the site and fails to address impacts on numerous sensitive species that currently use the site. Dr. Smallwood's observations and expert comments are substantial evidence that the Project may have significant biological impacts, including adverse impacts on bald eagles, northern harriers, peregrine falcons, Cooper's hawks, red-tailed hawks, great horned owls, Swainson's hawks, burrowing owls, Nuttall's woodpecker, and other bird species. (*Id.*, p. 2.)

During his brief visit on January 23, 2019, Dr. Smallwood observed a bald eagle flying over and hunting the site and identified a northern harrier and Cooper's hawk foraging on the project site. (Smallwood Comments, pp. 2, 5.) He also observed numerous other bird species. (*Id.*, pp. 2-9.) Many species were not just passing by the site but actively engaged in using the habitat available there. (*Id.*, p. 2.) For example, Dr. Smallwood observed many species spending considerable time at the site and displaying courtship or territorial behaviors indicative of breeding. (*Id.*) Such species included red-winged blackbirds, Say's phoebe, red-tailed hawks, and American kestrels. (*Id.*) He also observed a great-horned owl perched immediately adjacent to the site. (*Id.*)

Dr. Smallwood also has gathered information regarding numerous bird sightings in and around the site that are posted on a web-based service called eBird. (Smallwood Comments, pp. 13-16.) Dr. Smallwood's experience with this service indicates that it is reliable source of bird sighting information, being based on the observations of reputable birders. (*See id.*, p. 16.) He also points out the limitations of the MND only relying upon the California Natural Diversity Data Base ("CNDDDB") to document the potential presence of wildlife species at and around the Project site. (*Id.*, pp. 11, 16.) Numerous additional sensitive species are identified near the site that are not addressed in the biological report or the MND, including the endangered Willow flycatcher and species of concern including the Oak titmouse, Loggerhead shrike, tricolored blackbirds and many others. (*Id.*, pp. 13-15.)

As a result of the omission of numerous sensitive species using the site and evidence of even more additional species in the immediate vicinity of the site, the MND's evaluation of the project's biological impacts is not supported by substantial evidence. Dr. Smallwood's observations and expert comment is substantial evidence of a fair argument that the project may have an adverse impact on bald eagles, various hawks, and other species currently utilizing the site for courtship, foraging habitat and for movement.

The MND does mention a number of species, including Swainson's hawks and burrowing owls. However, the biological report fails to disclose information that these species have been observed much closer to the project site than is indicated in the MND or the biological report. (Smallwood Comments, p. 16.) For example, the MND indicates that Swainson's hawks and burrowing owls are, respectively, 2.5 and 2.6 miles away from the project site. However, Dr. Smallwood identifies sightings of these two species within 0.2 miles of the site. As he states, this indicates a high likelihood that these species are using this open foraging area as well.

The MND is particularly unreliable regarding its treatment of another species of special concern, the Northern harrier. As Dr. Smallwood explains:

Relying on CNDDDB records, Monk & Associates (2020) claim the nearest northern harrier location was 2.7 miles away. However, not only did I see a northern harrier fly over the project site, but multiple other observers reported northern harrier sightings nearby.

(Smallwood Comments, p. 16.)

Regarding impacts to burrowing owls, the MND improperly downplays potential impacts by claiming that, although the site contains many ground squirrel burrows that are frequently relied upon by burrowing owls, their significance is downplayed because Monk & Associates claims they are of “recent origin.” (Smallwood Comments, p. 12.) Dr. Smallwood, relying on his own studies of burrowing owls, refutes the relevance of the age of ground squirrel burrows to their likely use by burrowing owls. (*Id.*)

Likewise, the MND relies on a claim that because the site was cleared of eucalyptus trees in 2012, that somehow that activity over eight years ago continues to affect the site’s use by wildlife. The MND asserts that “[t]he loss of foraging habitat associated with the project is not considered substantial as the entire project site consisted of a eucalyptus grove until 2012, and thus did not historically provide potential foraging habitat.” (MND, p. 33.) Dr. Smallwood discusses the scientific problems with this assertion, concluding that “[t]he [MND] misleads where it claims that the removal of a eucalyptus grove years ago doomed the occurrence of wildlife species there today.” (Smallwood Comments, p. 12.)

Dr. Smallwood notes the likely presence of bats utilizing the site for foraging and movement. (Smallwood Comments, p. 16.) The MND claims that the Project will not impact bats because the Project site “contains no roosting or nesting habitat because it has no trees, rock faces, structures, or cliffs.” (MND, p. 34.) However, as Dr. Smallwood points out, “Trees surround the site. Bats undoubtedly roost in those trees. The site supports those roosts by providing forage. Night roosts of pallid bat, in particular, are typically located close to forage on open ground.” (Smallwood Comments, p. 16.)

Dr. Smallwood notes that the MND and accompanying biological report fail to provide the information necessary to corroborate the level of effort and adequacy of the reconnaissance level survey done by the City’s consultant. As Dr. Smallwood explains:

Monk & Associates reported no details of their surveys, such as who exactly did the surveys, when they arrived, how long they stayed, and what methods they used. The reporting did not include the most basic information that a wildlife ecologist would need for assessing whether the survey truly met due diligence standards.

(Smallwood Comments, p. 10.) This exacerbates the absence of substantial evidence to justify the MND’s wildlife baseline.

Dr. Smallwood also debunks the MND’s effort to bolster the cursory biological

assessment with a so-called peer review. As Dr. Smallwood notes, no description of the peer-review nor any responses to review comments is provided in the MND and the date of the peer review appears inconsistent with the date of Monk & Associates site visit. (Smallwood Comments, p. 10.)

The evidence of nearby sightings of numerous sensitive species and the flaws in the MND and accompanying biological report identified by Dr. Smallwood support a fair argument that the Project may have adverse impacts on their foraging and movement. For this reason and those discussed above, an EIR must be prepared to address impacts to these many sensitive bird and bat species.

B. The Project will have a Significant Impact on Wildlife Movement and Habitat Fragmentation.

The MND fails to adequately analyze the Project's impact on wildlife movement. Instead, the MND improperly dismisses the Project's potential to impact wildlife movement by claiming there needs to be a "corridor" on the site to effect wildlife movement, that other nearby areas are better movement areas, or otherwise asserting without evidence that this particular large warehouse would not disrupt wildlife movement. As Dr. Smallwood states:

The project would obviously interfere with wildlife movement in the region. Having studied millions of GPS telemetry data from 35 golden eagles tracked since 2013, I noticed a strong avoidance of anthropogenic structures such as warehouses and residential neighborhoods. I assume bald eagles express a similar level of avoidance. If this assumption is true, then the bald eagle I saw fly over the site in 2019 might not do so again since the SDG Commerce 330 warehouse was built. Many other species would continue to fly over the project site despite the neighboring warehouse. I have recorded many observations of animals moving across fields next to warehouses, including red-tailed hawks, peregrine falcons, and many others.

(Smallwood Comments, p. 20.) Dr. Smallwood's direct observations and expert opinion are substantial evidence of a fair argument that the Project may have adverse impacts on wildlife movement at the site and in the vicinity.

C. The MND Fails to Analyze the Project's Impacts on Wildlife from Additional Traffic Generated by the Project.

The MND contains no analysis of the impacts of the Project's added road traffic on special-status species of wildlife, including species such as the California red-legged frog and California tiger salamanders. (Smallwood Comments, p. 20-21.) Regardless of whether these species live on site, these and other special status species must cross roadways that will experience increased traffic volume as a result of the Project. (*Id.*)

As Dr. Smallwood explains, "[i]ncreased use of existing roads will increase wildlife

fatalities....” (*Id.*, p. 20.)

The traffic would effectively extend the project’s footprint well beyond the floor space, as trucks and cars traveling to and from the warehouse will drive over roads and highways that are also crossed by wildlife. On 23 January 2019 I saw two road-killed striped skunks on American Canyon Drive, and on 15 January 2021 I saw a road-killed striped skunk and an opossum killed on the same road—a road likely to be used by trucks and cars servicing the project. California red-legged frogs (*Rana draytonii*), which Monk & Associates (2020) concluded will suffer no impacts because CNDDDB records are lacking west of Highway 29, will cross roads used by vehicles servicing the project. A shortfall of the [MND] is its failure to analyze the impacts of the project’s added road traffic on special-status species of wildlife, including California red-legged frog, California tiger salamander (*Ambystoma californiense*), and American badgers (*Taxidea taxus*) that, regardless of whether they live on the site, must cross roadways that will experience increased traffic volume caused by this project.

(*Id.*) Given the fair argument of a threat to wildlife posed by existing traffic and additional traffic from the Project, as discussed by Dr. Smallwood, an EIR is necessary to evaluate the direct and cumulative impacts of the Project’s vehicle collisions with wildlife.

D. The MND Fails to Analyze the Project’s Impacts from the use of Pest Control Measures.

The MND does not discuss the potential impact of using pesticides inside and outside of the proposed warehouse. As a wine storage distribution facility, there will likely be steps taken to abate pests. There are many businesses that provide services for controlling stored products pests, perching birds, and rodents and other mammal pests within and around distribution warehouses. (Smallwood, p. 21.) These businesses advertise exclusion strategies and fumigation for stored products pests, glue boards for rodents, and other measures including anticoagulant poisons and acute toxicants. “[T]he use of toxicants can harm non-target wildlife through direct exposure and indirect exposure via predation and scavenging.” (*Id.*) “[P]est control involving toxicants can result in the spread of toxicants beyond the project site.” (*Id.*)

An EIR is needed to analyze the potential impacts of animal damage control associated with the proposed Project. Anticipated animal control strategies at the Project should be detailed, and impacts mitigated.

E. The Project will have Cumulative Impacts on Biological Resources.

Dr. Smallwood concludes that the Project will have a significant cumulative impact on biological resources. (Smallwood Comments, p. 22.) An EIR is needed to fully analyze and mitigate the Project’s cumulative biological impacts, including not only future projects but the existing impacts as well.

III. The IS Utilized Unsubstantiated Input and Output Parameters to Estimate Project Emissions.

A. The MND fails to explain how the City Calculated the Project's Average Daily Construction Emissions of ROGs and NOx.

The MND and Appendix B fail to provide sufficient information for a reviewer to understand and corroborate how the average daily emissions during construction were derived. As SWAPE explains, it is entirely unclear where the emissions estimates reported in the MND come from, because the estimates do not match those provided in any of the CalEEMod output files. (SWAPE Comments, pp. 2-3.) The MND provides the Project's emissions estimates in pounds per day. (MND, p. 22.) This indicates that the estimates should have come from either the winter or summer output file. (SWAPE Comments, pp. 2-3.) However, reviewing both the summer and winter output files and the emissions estimates, SWAPE's review could not match either. Insufficient details are provided in the MND either to inform the reader of the full extent of the air pollution and impacts that will result from the Project or how the insignificant determination was calculated and derived. The MND does not disclose a valid average daily emission calculation. For this reason, there is a fair argument that the Project may have significant air quality impacts.

B. The MND Used Improper Modeling Inputs, Including for Water Use for Parking and Solid Waste Generation.

Review of the Project's CalEEMod output files also demonstrates that the Project Applicant fails to adequately support substantial reductions in several air quality modelling inputs. In particular, the input for water use rate is decreased by almost 100 percent from the default value of 50,248,312.50 gallons per year ("gpy") to a mere 768 gpy. (SWAPE Comments, p. 8.) However, the Project is estimated to require an average of 142 gallons per day ("gpd") of potable water and 541 gpd of recycled water, resulting in a total daily water demand of 683 gpd or 249,295 gpy. Thus, the model underestimates the Project's total yearly water demand by approximately 239,186 gpy.

SWAPE also points out the lack of justification for the reduction in modeling inputs for solid waste generation by the Project. It is not explained how the Project would have dramatically lower solid waste rates than other typical projects. (SWAPE Comments, pp. 7-8.) Likewise, further corroboration that there would not be any weekend trips occurring at the facility or the lack of any potential for natural gas use by the Project should be further corroborated and explained in the MND. (*Id.*, pp. 5-7.) Lastly, the modelling relies on surface watering and limited vehicle speeds among other BMPs identified by BAAQMD. However, nothing in the MND sets forth these measures as mandatory BMPs or conditions of the Project. (*Id.*, pp. 9-11; MND, p. 23.) Because of the uncertainty resulting from inadequate justifications or miscalculation of annual water use, the MND's reliance on the CalEEMod analysis is not supported by substantial evidence that eliminates a fair argument that the Project may have significant air quality impacts.

IV. SWAPE’s CalEEMod Modeling Run Indicates a Fair Argument That the Project May Have a Significant Air Quality Impact.

SWAPE reran the CalEEMod run for the Project adjusting for the deficiencies in the inputs that it identified. (SWAPE Comments, p. 11.) The resulting model result indicates that the Project may exceed the BAAQGM daily emission threshold of 54 lbs/day. This is substantial evidence of a fair argument that the Project may have a significant air quality impact.

V. The IS Inadequately Evaluates Emissions of Diesel Particulate Matter.

Diesel particulate matter (“DPM”) is a known human carcinogen. The MND attempts to piggy-back on a health risk assessment performed for the nearby SDG Commerce 330 warehouse. (MND, p. 26.) This effort to borrow the HRA performed for that other project is problematic for a number of reasons.

A. The HRA Fails to Account for the Fact That the Nearest Sensitive Receptor to the Project’s Emissions is Located Only 500 Feet From the Soil Borrow Site.

Although the MND notes that there is “one residence about 1,000 feet east of the site (on the Couch property),” this is referring to the site of the proposed warehouse building. (MND, p. 74.) In fact, the closest receptor is only 500-feet from the borrow pit portion of the Project. (*Id.*, p. 77 (Table Noise-4).) For the SDG Commerce 330 project, the sensitive receptor distance was about 900 feet. Because the closest receptor to the Project’s affected area is only 500 feet, a new health risk assessment specific to the Project must be prepared. (SWAPE Comments, pp. 12-14.) Based on the current MND, there remains a fair argument that the Project may have a significant health risk impact on the nearest sensitive receptor.

B. SWAPE’s Analysis Provides Substantial Evidence of a Fair Argument that the Project may have Significant Health Risk Impacts from its Emissions of Toxic Air Contaminants.

Based on the limited information provided by the MND, a fair argument exists that the Project may have a significant health risk impact to nearby sensitive receptors. SWAPE has prepared a Level 2 health risk screening assessment (“HRSA”) for the project. BAAQMD recommends a significance threshold of an increased cancer risk of 10 in one million and an increased cumulative cancer risk of 100 in a million from all local sources. Applying the U.S. Environmental Protection Agency’s AERSCREEN model, as recommended by OEHHA and the California Air Pollution Control Officers Association, SWAPE calculates that construction and operation of the Project will result in cancer risks to adults, infants, children and nearby residents over the course of a 30-year residential lifetime of, respectively, 11 in one million, 86 in one million, 73 in one million, and 180 in one million, all in excess of BAAQMD’s threshold. (SWAPE Comment, pp. 14-18.) Based on this substantial screening evidence, a fair argument is present that the Project may have significant health risk impacts on nearby residents.

VI. There is a Fair Argument That the Project May Have Significant GHG Impacts.

SWAPE also reviewed the MND's discussion of the Project's potential GHG impacts. In addition to the deficiencies in the air modelling discussed above, a number of glaring problems with the analysis demonstrates that a fair argument remains that the Project may have significant GHG impacts.

A. The MND's Reliance on the 1,100 MT CO₂e Per Year Threshold is Only Designed to Achieve the GHG Reductions Required by 2020 and is Insufficient to Align the Project With the State's 2030 GHG Reduction Targets.

As the BAAQMD states in its 2017 CEQA guidelines, BAAQMD based its GHG "bright line" significance threshold on the amount of GHG reductions that were necessary in the Bay area to achieve the AB 32 reduction goals by 2020. (BAAQMD CEQA Guidelines, p. D-16 (available at https://www.baaqmd.gov/~media/files/planning-and-research/ceqa/ceqa_guidelines_may2017-pdf.pdf?la=en.) The threshold referenced in the MND is a bright-line threshold of 1,100 MT CO₂e. (*Id.*, p. D-21. See SWAPE Comments, pp. 19-20.) That threshold was only intended to ensure compliance with AB 32's reduction goals required by 2020. (*Id.*) The 2020 GHG reduction goals sought to reduce business as usual GHG emissions to 1990 levels. In 2018, the Air Resources Board established the subsequent GHG reduction goal to reduce 1990 levels by another 40 percent by 2030. (California's 2017 Climate Change Scoping Plan, Executive Summary (Nov. 2017) (available at https://ww2.arb.ca.gov/sites/default/files/classic/cc/scopingplan/scoping_plan_2017_es.pdf.) That is the current goal with which the Project must ensure consistency order to claim no fair argument of a potential GHG impact.

As SWAPE points out, the Association of Environmental Professionals ("AEP") has derived a threshold of significance that is consistent with achieving the 2030 GHG reduction goals for projects coming online after 2020. AEP and SWAPE identify a "2030 Land Use Efficiency Threshold" of 2.6 metric tons of CO₂ equivalents per service population per year ("MT CO₂e/SP/year") as a threshold of significance necessary for any specific project to be consistent with the 2030 reduction goals. As AEP states:

Once the state has a full plan for 2030 (which is expected in 2017), and then a project with a horizon between 2021 and 2030 should be evaluated based on a threshold using the 2030 target. A more conservative approach would be to apply a 2030 threshold based on SB 32 for any project with a horizon between 2021 and 2030 regardless of the status of the Scoping Plan Update.

(*Final White Paper Beyond 2020 and Newhall: A Field Guide to New CEQA Greenhouse Gas Thresholds and Climate Action Plan Targets for California*, October 18, 2016, p. 40 (available at: https://califaep.org/docs/AEP-2016_Final_White_Paper.pdf.)

Applying the Project's estimate that it will create 50 new jobs, SWAPE calculates the

2030 Land Use Efficiency Threshold for the project to be 11.80 MT CO₂e/SP/year - well in excess of the calculated significance threshold of 2.6 MT CO₂e/SP/year. (SWAPE Comments, pp. 20-21.) Based on this substantial evidence, there is a fair argument that the Project may have significant GHG impacts.

B. The Project's Failure to Reduce its Expected VMT and Its Levels of VMT Per Capita are Evidence of a Fair Argument That the Project May Have Significant GHG Emission Impacts.

In addition to failing to reduce its VMT by fifteen percent of the Project area average, as discussed above, the MND also is inconsistent with CARB's 2017 Scoping Plan's guidance on evaluating GHG impacts using a Project's VMT per capita calculations. CARB has provided County- and State-based VMT per capita baseline calculations and the necessary per capita reductions necessary to be consistent with the Scoping Plan's GHG reduction targets. (SWAPE Comments, p. 22, n. 44.) SWAPE has applied that guideline to calculate the Project's VMT per capita. (*Id.*, p. 22 & Attachment C.) Using the tables provided by CARB, SWAPE calculates that VMT per capita within Napa County must be reduced to 19.37 in order to be consistent with the 2030 GHG reduction target. (*Id.*, p. 22.) SWAPE calculates the Project's daily VMT per capita to be 33.21, well in excess of the VMT per capita levels necessary to meet the State reduction goals for 2030. (*id.*, p. 22.) As a result, the MND is incorrect in asserting that the Project is consistent with the 2017 Scoping Plan and AB 32. SWAPE's analysis is substantial evidence of a fair argument that the Project may have significant GHG emission impacts.

CONCLUSION

For the foregoing reasons, the MND is inadequate and an EIR is required to analyze and mitigate the Project's potentially significant environmental impacts. LIUNA reserves the right to supplement these comments in advance of and during public hearings concerning the Project. *Galante Vineyards v. Monterey Peninsula Water Management Dist.*, 60 Cal. App. 4th 1109, 1121 (1997). Thank you for your attention to these comments.

Sincerely,



Michael Lozeau
Lozeau | Drury LLP



TITLE

Water Supply and Demand Drought Emergency Stage 2

RECOMMENDATION

Receive and file a report on water supply and demand in the City of American Canyon Water Service Area as of July 2021 Drought Emergency Stage 2.

CONTACT

Dominic Patrick, Water Systems Manager
Felix Hernandez, III, Maintenance and Utilities Director

BACKGROUND & ANALYSIS

Drought conditions persist locally because precipitation statewide was historically low this past winter.

On May 4, 2021, the City Council received an update on historical water demand (2018-2020) ranging between 2,603 AFY to 2,890 AFY. Of note, demand in 2020 (2,884 AF) was nearly identical to demand in 2015 (2,890 AF) – the last year of state-wide drought. Based on demands through June, staff estimates demand for 2021 will be approximately 2,900 AF.

The City started 2021 with a total amount of 1,552 AF of regular supplies available. Thus, the City is facing a deficit of approximately 1,348 AF this year.

The City has other water sources available, including "Emergency Vallejo Permit Water", "Yuba Accord Water", "Dry- Year Transfer Program Water", and "Advanced Table A Water". Staff is also vigorously trying to reinstate approximately 557 AF of "Table A Carryover Water" erroneously reclassified by Department of Water Resources in 2020 as a result of transfers between State Water Project Contractors on the City's behalf.

The amount of additional supplies available matches the anticipated deficit, but with little margin for error it would provide no supplies to be carried over into 2022. Although prior Council action provides the Mayor and City Manager authority to carry out transactions to procure additional supplies, reducing customer demand is a key strategy for 2021. Such action is consistent with Governor Newsom's May 10, 2021 Declaration of Drought Emergency for Napa County (and

elsewhere) ([Attachment 2](#)).

On June 1, 2021, the City Council adopted Resolution 2021-36 declaring a Stage 1 Drought Emergency and calling for a voluntary 10% reduction in water use by all City customers. All customers (residential, commercial/industrial, and governmental) are subject to the same request for a 10% reduction in use. Generally, a 10% reduction can be achieved by residential customers by implementing one or more of the following best practices:

1. Reduce the number days per week for irrigating landscaping - especially turf lawns - and do so only during the late evening and early morning hours (between 6:00 p.m. to 6:00 a.m.).
2. Inspect all irrigation systems, repair leaks, and adjust spray heads to provide optimum coverage and eliminate avoidable over-spray.
3. Reduce minutes of run-time for each irrigation cycle if water begins to run-off to gutters or shutting off the irrigation system altogether completely if and when rainfall occurs.
4. Utilize water conservation incentive and rebate programs to replace plumbing fixtures and appliances with water efficient models.
5. Limit the duration of showers to 5 minutes or less, turning off the faucet when brushing teeth and flushing toilets only when necessary each day.

Unfortunately, demand since May has not achieved the desired outcome. Although residential customers have achieved a 5% reduction when compared to last year, commercial customers have increased demand by 10%. Simply put the trend is not decreasing enough and further action is needed. For the remainder of 2021, a 20% reduction in demand is needed to counteract the underwhelming response.

On July 20, 2021, the City Council adopted Resolution 2021-53 declaring Stage 2 Drought Emergency and calling for a 20% reduction of water use by all customers. At the August 17, 2021 City Council meeting, a presentation with updated data will be presented.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

Reducing demand will decrease revenue received from selling the treated water. In the short run, the Water Fund FY21-22 Budget has sufficient funds to withstand a short-term increase in cost to acquire additional supplies while experiencing a decrease in revenue due to reduced sales. Impending purchases include Dry-Year Transfer Program (\$665/AF), Yuba Accord Water (\$435/AF) and Vallejo Emergency Permit Water (\$1,270/AF).

Nevertheless, if the Fund endures a prolonged period of reduced revenue, it is likely the current water rates will have to be reviewed and/or adjusted to reflect the increased cost of providing this service. Staff is currently preparing a request for proposal for a Utility Rate Study, which will review water rates along with sewer and recycled water rates.

ENVIRONMENTAL REVIEW

Providing the Water Demand and Supply Report is not a "project" under the California Environmental Quality Act ("CEQA"). Further, the item is categorically exempt from CEQA review as an action by an agency for the protection of natural resources (pursuant to CEQA Guidelines section 15307) and for the protection of the environment (pursuant to CEQA Guidelines section 15308).

ATTACHMENTS:

1. [Governor's Proclamation of State of Emergency](#)

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

PROCLAMATION OF A STATE OF EMERGENCY

WHEREAS climate change is intensifying the impacts of droughts on our communities, environment, and economy, and California is in a second consecutive year of dry conditions, resulting in drought or near-drought throughout many portions of the State; and

WHEREAS recent warm temperatures and extremely dry soils have further depleted the expected runoff water from the Sierra-Cascade snowpack, resulting in a historic and unanticipated estimated reduction of 500,000 acre feet of water – or the equivalent of supplying water for up to one million households for one year – from reservoirs and stream systems, especially in the Klamath River, Sacramento-San Joaquin Delta, and Tulare Lake Watersheds; and

WHEREAS the extreme drought conditions through much of the State present urgent challenges, including the risk of water shortages in communities, greatly increased wildfire activity, diminished water for agricultural production, degraded habitat for many fish and wildlife species, threat of saltwater contamination of large fresh water supplies conveyed through the Sacramento-San Joaquin Delta, and additional water scarcity if drought conditions continue into next year; and

WHEREAS Californians have saved water through conservation efforts, with urban water use approximately 16% below where it was at the start of the last drought years, and I encourage all Californians to undertake actions to further eliminate wasteful water practices and conserve water; and

WHEREAS on April 21, 2021, I issued a proclamation directing state agencies to take immediate action to bolster drought resilience and prepare for impacts on communities, businesses, and ecosystems, and proclaiming a State of Emergency to exist in Mendocino and Sonoma counties due to severe drought conditions in the Russian River Watershed; and

WHEREAS additional expedited actions are now needed in the Klamath River, Sacramento-San Joaquin Delta, and Tulare Lake Watersheds; and

WHEREAS it is necessary to expeditiously mitigate the effects of the drought conditions within the Klamath River Watershed Counties (Del Norte, Humboldt, Modoc, Siskiyou, and Trinity counties), the Sacramento-San Joaquin Delta Watershed Counties (Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Lake, Lassen, Madera, Mariposa, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Shasta, Sierra, Siskiyou, Solano, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, and Yuba counties), and the Tulare Lake Watershed Counties (Fresno, Kern, Kings, and Tulare counties) to ensure the protection of health, safety, and the environment; and

WHEREAS under Government Code Section 8558(b), I find that the conditions caused by the drought conditions, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to appropriately respond; and

WHEREAS under Government Code Section 8625(c), I find that local authority is inadequate to cope with the drought conditions; and

WHEREAS to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of, the drought conditions statewide, and under Government Code Section 8571, I find that strict compliance with various statutes and regulations specified in this proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions in the Klamath River, Sacramento-San Joaquin Delta, and Tulare Lake Watershed Counties.

NOW THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist in the Klamath River, Sacramento-San Joaquin Delta, and Tulare Lake Watershed Counties due to drought.

IT IS HEREBY ORDERED THAT:

1. The orders and provisions contained in my April 21, 2021 Proclamation remain in full force and effect, except as modified. State agencies shall continue to implement all directions from that proclamation and accelerate implementation where feasible.
2. To ensure that equipment and services necessary for drought response can be procured quickly, the provisions of the Government Code and the Public Contract Code applicable to procurement, state contracts, and fleet assets, including, but not limited to, advertising and competitive bidding requirements, are hereby suspended to the extent necessary to address the effects of the drought in the Klamath River, Sacramento-San Joaquin Delta, and Tulare Lake Watershed Counties. Approval of the Department of Finance is required prior to the execution of any contract entered into pursuant to this provision.
3. To support voluntary approaches where hydrology and other conditions allow, the Department of Water Resources and the State Water Resources Control Board (Water Board) shall expeditiously consider requests to move water, where appropriate, to areas of need, including requests involving voluntary water transfers, forbearance agreements, water exchanges, or other means. Specifically, the Department of Water Resources and Water Board shall prioritize transfers that retain a higher percentage of water in upstream reservoirs on the Sacramento, Feather, and American Rivers for release later in the year. If necessary, the Department of Water Resources shall request that the Water Board consider changes to water rights permits to enable such voluntary movements of water. For actions taken in the Klamath River and Sacramento-San Joaquin Delta Watershed Counties pursuant to this paragraph, the following requirements of the Water Code are suspended:
 - a. Section 1726(d) requirements for written notice and newspaper publication, provided that the Water Board shall post notice on its website and provide notice through electronic subscription services where interested persons can request information about temporary changes; and

- b. Section 1726(f) requirement of a 30-day comment period, provided that the Water Board shall afford a 15-day comment period.
4. To ensure adequate, minimal water supplies for purposes of health, safety, and the environment, the Water Board shall consider modifying requirements for reservoir releases or diversion limitations—including where existing requirements were established to implement a water quality control plan—to conserve water upstream later in the year in order to protect cold water pools for salmon and steelhead, improve water quality, protect carry over storage, or ensure minimum health and safety water supplies. The Water Board shall require monitoring and evaluation of any such changes to inform future actions. For actions taken in the Sacramento-San Joaquin Delta Watershed Counties pursuant to this paragraph, Water Code Section 13247 is suspended.
5. To ensure protection of water needed for health, safety, and the environment in the Klamath River and Sacramento-San Joaquin Delta Watershed Counties, the Water Board shall consider emergency regulations to curtail water diversions when water is not available at water right holders' priority of right or to protect releases of stored water. The Department of Water Resources shall provide technical assistance to the Water Board that may be needed to develop appropriate water accounting for these purposes in the Sacramento-San Joaquin Delta Watershed.
6. To ensure critical instream flows for species protection in the Klamath River and Sacramento-San Joaquin Delta Watersheds, the Water Board and Department of Fish and Wildlife shall evaluate the minimum instream flows and other actions needed to protect salmon, steelhead, and other native fishes in critical streams systems in the State and work with water users and other parties on voluntary measures to implement those actions. To the extent voluntary actions are not sufficient, the Water Board, in coordination with the Department of Fish and Wildlife, shall consider emergency regulations to establish minimum drought instream flows.
7. Operative paragraph 4 of my April 21, 2021 Proclamation is withdrawn and superseded by the following, which shall apply to the Russian River Watershed identified in my April 21, 2021 Proclamation as well as the Klamath River, Sacramento-San Joaquin Delta, and Tulare Lake Watershed Counties:

To prioritize drought response and preparedness resources, the Department of Water Resources, the Water Board, the Department of Fish and Wildlife, and the Department of Food and Agriculture, in consultation with the Department of Finance, shall:

- a. Accelerate funding for water supply enhancement, water conservation, or species conservation projects.
- b. Identify unspent funds that can be repurposed to enable projects to address drought impacts to people, ecosystems, and economic activities.
- c. Recommend additional financial support for groundwater substitution pumping to support Pacific flyway habitat needs in the lower Sacramento River and Feather River portions of the Central Valley in the Fall of 2021.

8. Consistent with operative paragraph 13 of my April 21, 2021 Proclamation, the Department of Water Resources shall take actions, if necessary, to implement plans that address potential Delta salinity issues. Such actions may include, among other things, the installation and removal of, Emergency Drought Salinity Barriers at locations within the Sacramento-San Joaquin Delta Estuary. These barriers shall be designed to conserve water for use later in the year to meet state and federal Endangered Species Act requirements, preserve to the extent possible water quality in the Delta, and retain water supply for human health and safety uses. The Water Board and the Department of Fish and Wildlife shall immediately consider any necessary regulatory approvals needed to install Emergency Drought Salinity Barriers. For actions taken pursuant to this paragraph, Section 13247 and the provisions of Chapter 3 (commencing with Section 85225) of Part 3 of Division 35 of the Water Code are suspended.
9. To support the movement of water from areas of relative plenty to areas of relative scarcity in the Sacramento-San Joaquin Delta and Tulare Lake Watershed Counties, the Department of Water Resources shall expedite the consideration and, where appropriate, the implementation of pump-back delivery of water through the State Water Project on behalf of local water agencies.
10. To proactively prevent situations where a community runs out of drinking water, the Water Board, the Department of Water Resources, the Office of Emergency Services, and the Office of Planning and Research shall assist local agencies in identifying acute drinking water shortages in domestic water supplies, and shall work with local agencies in implementing solutions to those water shortages.
11. For purposes of carrying out or approving any actions contemplated by the directives in operative paragraphs 3, 4, 5, 6, 8, and 9, the environmental review by state agencies required by the California Environmental Quality Act in Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought in the Klamath River, Sacramento-San Joaquin Delta and Tulare Lake Watershed Counties. For purposes of carrying out the directive in operative paragraph 10, for any (a) actions taken by the listed state agencies pursuant to that directive, (b) actions taken by a local agency where the Office of Planning and Research concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b), Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought in counties where the Governor has proclaimed a drought state of emergency. The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.
12. To ensure transparency in state agency actions, the Water Board and Department of Water Resources will maintain on their websites a list of the activities or approvals by their agencies for which provisions of the Water Code are suspended under operative paragraphs 3, 4, or 8 of this proclamation.

13. To ensure that posting and dissemination of information related to drought emergency activities is not delayed while accessible versions of that information are being created, Government Code Sections 7405 and 11546.7 are hereby suspended as they pertain to the posting of materials on state agency websites as part of responding to the drought emergency, provided that any state agencies failing to satisfy these code sections shall make and post an accessible version on their websites as soon as practicable.

This proclamation is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this proclamation.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 10th day of May 2021.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State



TITLE

Enterprise Fleet Management Lease Program Workshop

RECOMMENDATION

Adopt a [Resolution](#) to transition City fleet for Public Works and Police to Enterprise Fleet Management Lease Program for all eligible vehicles.

CONTACT

Lincoln Bogard, Finance Director

Felix Hernandez III, Utilities & Maintenance Director

BACKGROUND & ANALYSIS

On April 20, 2021, Council received a presentation on the PG&E EV Program and Enterprise Fleet Management Lease Program. Council asked for an analysis of the costs and benefits of transitioning to a fleet leasing model. Based on staff analysis, the fleet leasing program would benefit the City and provide average sustainable savings of approximately \$298,000 per year, versus the current purchasing levels. Additional savings from increased residual fleet equity from resales would also be realized.

For FY 2021-22, the City has budgeted for the purchase 4 Public Works vehicles and 3 Police vehicles that would qualify for the Enterprise Fleet Management Lease program. Currently, this puts the City replacement schedule at a 9 year turnover rate for Public Works fleet vehicles and 6.33 years for Police fleet.

Staff calculated that if the City decided to replace vehicles every 5 years, which is in line with the Enterprise replacement schedule, the average Public Works savings with Enterprise is 67.0%, or 76.4% after equity of resale of vehicles is considered. The average Police savings is 45.5%, or 44.3% after equity. Staff analysis estimates the extra cost of purchasing fleet vehicles at approximately \$900,000 per year (\$600,000 for Public Works and \$300,000 for the Police Department). This large difference is partially due to the annual purchase of four more vehicles than currently budgeted, delayed equity realization for existing fleet sales, and higher fleet maintenance costs.

For the leasing option to become economically unfeasible, interest rates would have to rise dramatically to reach a breakeven between leasing and owning. As a part of the agreement, we will

analyze the lease equity annually with Enterprise. The City has the option to roll out of the program at any time and may also amend replacement timeframes for any or all vehicles at any time.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

Transitioning to the Enterprise Fleet Management Lease Program in FY 2021-22 will result in the replacement of a majority of our existing fleet vehicles (43 vehicles out of 55 eligible) this year, while remaining well below the purchase amounts established in the June 1, 2021 adopted budget.

ALTERNATIVES

Council can transition to the fleet leasing option and utilize Enterprise's design and plan, with City staff performing lease equity analysis on an annual basis. Using the City's currently budgeted replacement rate, this option results in over \$200,000 in annual savings over the next ten years and maintenance of fleet is included in lease program. This will allow current maintenance staff to transition to other maintenance needs, while still performing heavy equipment maintenance.

Or Council can continue the current fleet purchasing model in-house with an updated replacement schedule to ensure fleet rotation within 5-year timeframes. Since the Enterprise replacement is geared to replace the 27 Public Works vehicles and 16 Police Department vehicles in this fiscal year, using the same assumptions is not economically feasible. Assuming a 5-year fleet rotation, seven (versus the current four) Public Works Vehicles and four (versus the current three) Police Department vehicles will need to be purchased each year. This assumption will result in much higher costs than the fleet leasing option on an annual basis.

No analysis of the PG&E EV Program savings were conducted since both alternatives qualify for the program and the planned replacement schedules each plan for a minimum fleet rotation of five years. Also, Government purchasing discounts apply to both direct purchases and the fleet leasing program.

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

1. [Resolution - Transition to Enterprise Fleet Management Lease Program](#)
2. [Exhibit A - Maintenance Management Agreement](#)
3. [Exhibit B - Master Equity Lease Agreement](#)
4. [Exhibit C - Maintenance Agreement](#)
5. [Exhibit D - Medium and Heavy Duty Insurance Addendum](#)
6. [Exhibit E - Maintenance Management Agreement Addendum](#)

7. Exhibit F - Master Equity Lease Agreement Addendum
8. Exhibit G - Maintenance Agreement Addendum
9. Presentation of Enterprise Fleet Management Lease Program

RESOLUTION NO. 2021-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON TO
TRANSITION TO ENTERPRISE FLEET MANAGEMENT LEASE PROGRAM**

WHEREAS, the City currently purchases its own fleet vehicles and obtains upfitting and performs maintenance for both the Public Works and Police fleets; and

WHEREAS, approximately 86% of the Public Works fleet is over 10 years old and current purchasing levels would take 9 years to upgrade the entire fleet; and

WHEREAS, the historical Police fleet rotation is near a target of 5 years, but current purchasing levels would take 6.33 years to rotate the fleet; and

WHEREAS, the Enterprise Fleet Management Lease Program would allow the City to rotate both fleets on a 5-year schedule and save the Public Works fleet an average of 41.7% after outfitting and maintenance costs and before equity is considered, and 75.0% after equity consideration, and save the Police fleet 27.1% and 27.3%, respectively; and

WHEREAS, the Enterprise Fleet Management Lease Program agreements, Exhibits A-G, are attached hereto and made a part thereof.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon approves the transition to the Enterprise Fleet Management Lease Program.

BE IT FURTHER RESOLVED that the actual realized and projected FY 2021-22 savings from the Adopted Budget will be brought to Council as a part of the Mid-Year Budget Amendment approval.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 17th day of August, 2021, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Leon Garcia, Mayor

ATTEST:

Taresa Guilfuss, City Clerk

William D. Ross, City Attorney

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

WITNESSETH:

1. ENTERPRISE CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. RENTAL VEHICLES: The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM _____ Company _____

8. FEES: EFM will charge the Company for the service under this Agreement \$_____ per month per Card, plus a one time set-up fee of \$_____.

9. MISCELLANEOUS: This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date Signed: _____, _____

Date Signed: _____, _____

Initials: EFM_____ Company_____

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust (“Lessor”), and the lessee whose name and address is set forth on the signature page below (“Lessee”).

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a “Vehicle” and collectively, the “Vehicles”) described in the schedules from time to time delivered by Lessor to Lessee as set forth below (“Schedule(s)”) for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this “Agreement” shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, “Servicer”) may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement (“Term”) for each Vehicle begins on the date such Vehicle is delivered to Lessee (the “Delivery Date”) and, unless terminated earlier in accordance with the terms of this Agreement, continues for the “Lease Term” as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the “Total Monthly Rental Including Additional Services” on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as “Depreciation Reserve” on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the “Total Initial Charges” set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the “Service Charge Due at Lease Termination” set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78’s and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The “Book Value” of a Vehicle means the sum of (i) the “Delivered Price” of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee’s breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the “Default Rate”).

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Initials: EFM _____ Customer _____

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

- 1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
- 5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

- 6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM _____ Lessee _____

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Attention: _____

Attention: _____

Fax #: _____

Fax #: _____

Date Signed: _____, _____

Date Signed: _____, _____

Initials: EFM _____ Lessee _____

**MEDIUM DUTY AND HEAVY DUTY INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(LIABILITY COVERAGE)**

This Addendum is made to the Master Equity Lease Agreement as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Medium Duty and Heavy Duty Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below:

14,001-26,000 GVWR: a minimum of \$1,000,000 Combined Single Limit Bodily Injury and Property Damage or a combination of Auto Combined Single Limit and Umbrella coverage - No Deductible

26,001-33,000 GVWR: a minimum of \$2,000,000 Combined Single Limit Bodily Injury and Property Damage or a combination of Auto Combined Single Limit and Umbrella coverage - No Deductible

33,001+ GVWR: a minimum of \$5,000,000 Combined Single Limit Bodily Injury and Property Damage or a combination of Auto Combined Single Limit and Umbrella coverage- No Deductible

Vehicles with specialized aftermarket may require additional coverage beyond the stated minimum limits noted above at the discretion of the Lessor.

Except as amended hereby, all the terms and provisions set forth in Section 11 and the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control

LESSEE: _____	LESSOR: Enterprise FM Trust
Signature: _____	By: Enterprise Fleet Management, Inc. its attorney in fact
By: _____	Signature: _____
Title: _____	By: _____
Address: _____	Title: _____
_____	Address: _____
_____	_____
Date Signed: _____, _____	Date Signed: _____, _____

AMENDMENT TO MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of August, 2021 is attached to, and made a part of, the MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT entered into on the ____ day of August, 2021 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of American Canyon ("Company"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 9 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of California (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Company and EFM have executed this Amendment to Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

City of American Canyon (Company)

By _____

Title: _____

Date Signed: _____, _____

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

Title: _____

Date Signed: _____, _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of August, 2021 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of August, 2021 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of American Canyon ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of California (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

City of American Canyon (Lessee)

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

By _____

Title: _____

Title: _____

Date Signed: _____, _____

Date Signed: _____, _____

AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of August, 2021 is attached to, and made a part of, the MAINTENANCE AGREEMENT entered into on the ____ day of August, 2021 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of American Canyon ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 10 of the Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California (without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Maintenance Agreement as of the day and year first above written.

City of American Canyon (Lessee)

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

By _____

Title: _____

Title: _____

Date Signed: _____, _____

Date Signed: _____, _____

CITY OF
AMERICAN
CANYON



Enterprise Fleet Leasing Program

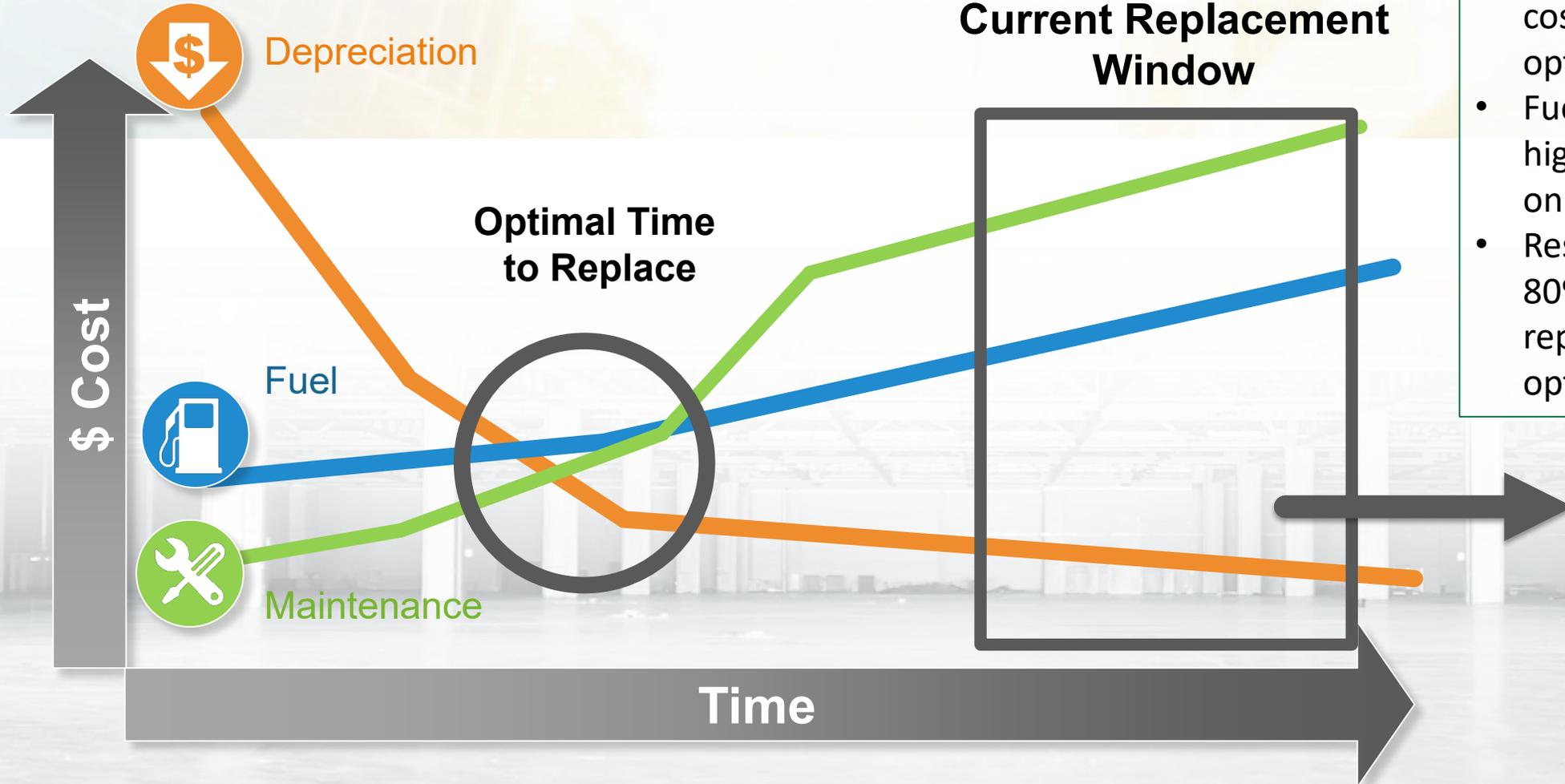
August 17, 2021

Tonight's Objectives

- Compare current fleet purchase plan with the Enterprise Fleet Leasing Program
- Consider factors such as vehicle outfitting and maintenance costs and residual equity
- Illustrate estimated annual savings for Public Works and Police fleets
- Discuss option to pull out or extend leases in the event of significant rate increase
- Address any questions or concerns from Council
- Staff recommendation for Council to approve transition to Enterprise Leasing Program



EFFECTIVE VEHICLE LIFECYCLE

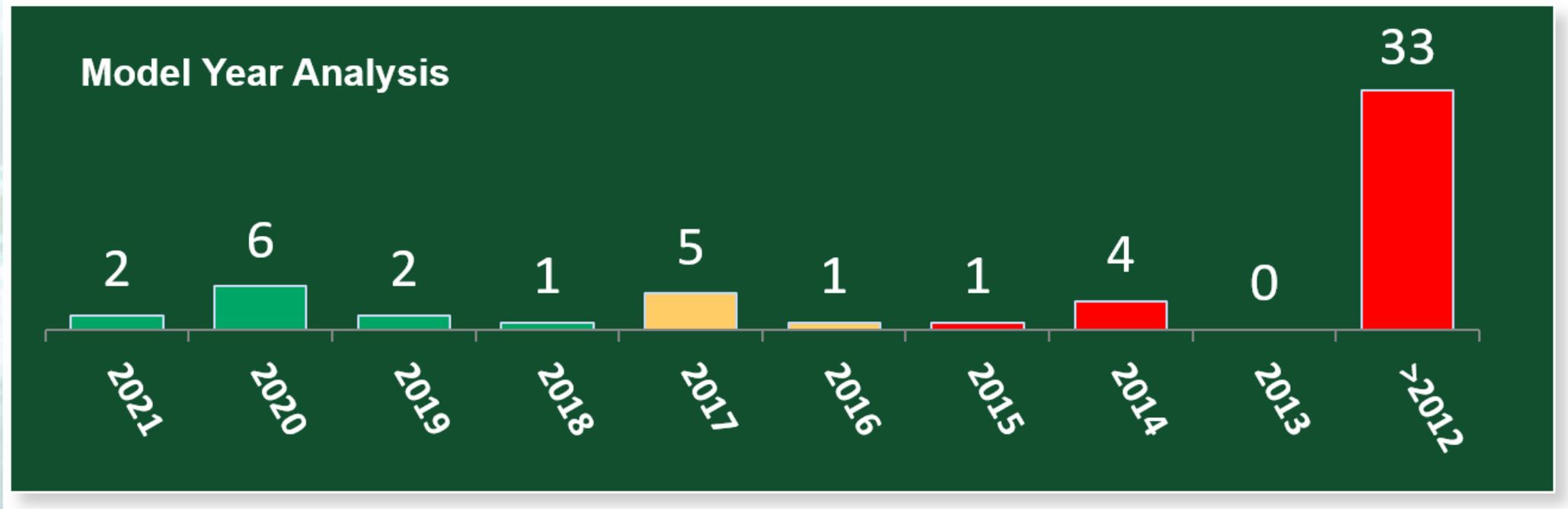


Key Observations

- Maintenance costs in your current replacement window can be double the costs of vehicles in the optimal range
- Fuel costs are 25% - 30% higher or more depending on vehicle type
- Resale values are 70% - 80% lower at your typical replacement interval vs. optimal

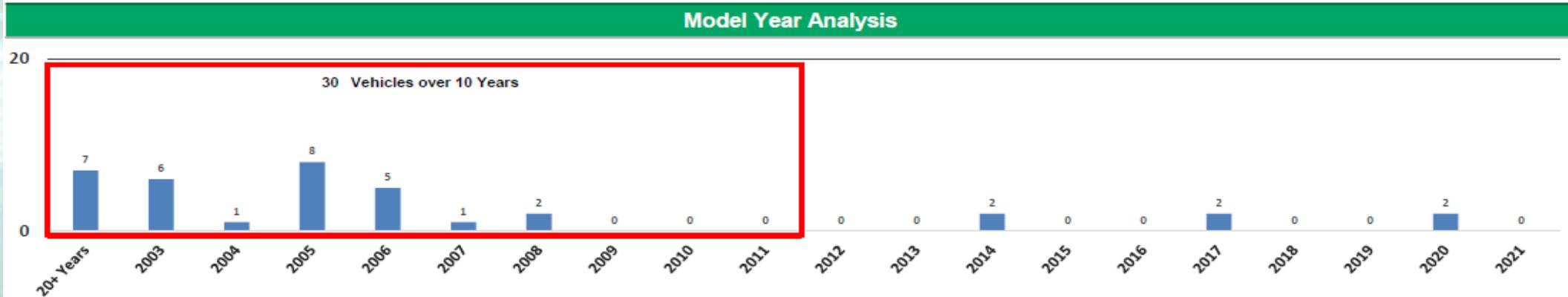
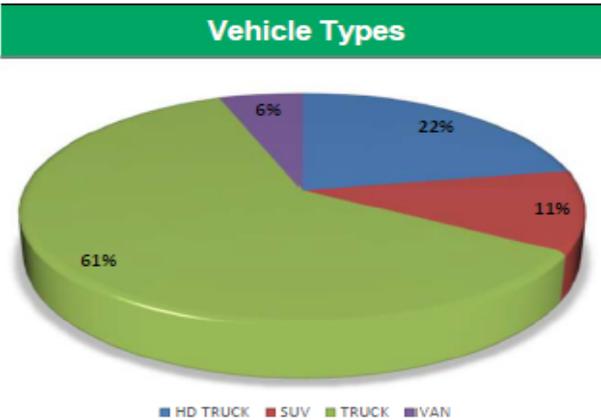
CITY OF AMERICAN CANYON CURRENT FLEET

- **60% of the light duty fleet is 10 years or older.**
- **73% of the light duty fleet is 6 years or older.**
- Older vehicles have higher fuel/maintenance costs, higher greenhouse gas emissions, lost equity, and tend to be unreliable leading to lost productivity.
- 29 vehicles predate Electronic Stability Control, the most important safety feature since the seatbelt.
- It would take **18 years** to replace the entire fleet at current acquisition rates.



FLEET PROFILE – PUBLIC WORKS

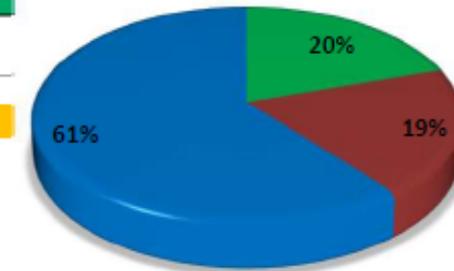
Fleet Profile				Fleet Replacement Schedule						Replacement Criteria
Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2021	2022	2023	2024	2025	Under-Utilized	
Full-size Van-Passenger	1	18.6	5,000	1	0	0	0	0	0	* Fiscal Year 2021 = 15 years old and older, or odometer over 150,000
1 Ton Van Cargo	1	18.6	4,800	1	0	0	0	0	0	* Fiscal Year 2022 = 8 years old and older, or odometer over 80,000
Compact SUV 4x2	3	15.6	3,800	3	0	0	0	0	0	* Fiscal Year 2023 = 6 years old and older, or odometer over 60,000
Mid Size SUV 4x2	1	16.6	4,300	1	0	0	0	0	0	* Fiscal Year 2024 = 4 years old and older, or odometer over 40,000
Compact Pickup Reg 4x2	11	16.5	3,600	8	1	2	0	0	0	* Fiscal Year 2025 = Remaining Vehicles
Compact Pickup Ext 4x2	3	8.5	4,400	1	0	0	2	0	0	* Underutilized = Annual Mileage less than
1/2 Ton Pickup Reg 4x2	4	16.8	3,700	4	0	0	0	0	0	
1/2 Ton Pickup Ext 4x2	3	12.5	3,500	2	0	0	0	1	0	
1/2 Ton Pickup Quad 4x4	1	1.3	4,000	0	0	0	0	1	0	
1 Ton Cab Chassis	8	16.8	4,000	6	2	0	0	0	0	
Totals/Averages	36	15.2	3,900	27	3	2	2	2	0	



FLEET PLANNING ANALYSIS – PUBLIC WORKS

Current Fleet	36	Fleet Growth	0.00%	Proposed Fleet	36
Current Cycle	6.43	Annual Miles	3,900	Proposed Cycle	2.47
Current Maint.	\$121.00			Proposed Maint.	\$30.98
Maint. Cents Per Mile	\$0.37	Current MPG	10	Price/Gallon	\$3.75

Fleet Costs Analysis



Fiscal Year	Fleet Size	Fleet Mix			Fleet Cost						Annual Net Cash	
		Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel		Fleet Budget
Average	36	5.6	36	0	167,344	0			52,272	54,844	274,460	0
'21	36	27	9	27	0	171,374	-174,288	-114,165	23,105	44,180	-49,793	324,254
'22	36	18	6	30	0	218,059	-11,858	-127,247	19,865	42,995	141,813	132,647
'23	36	19	4	32	0	223,452	-3,570	-137,008	17,704	42,205	142,783	131,677
'24	36	20	2	34	0	223,452	-3,448	-157,624	15,544	41,415	119,338	155,122
'25	36	23	0	36	0	230,019	-975	-313,875	13,383	40,625	-30,822	305,282
'26	36	33	0	36	0	230,019		-207,715	13,383	40,625	76,313	198,147
'27	36	25	0	36	0	230,019		-167,484	13,383	40,625	116,544	157,916
'28	36	22	0	36	0	230,019		-172,952	13,383	40,625	111,076	163,384
'29	36	23	0	36	0	230,019		-167,484	13,383	40,625	116,544	157,916
'30	36	22	0	36	0	230,019		-319,342	13,383	40,625	-35,315	309,775

10 Year Savings	\$2,036,120	Avg. Sustainable Savings	\$197,428
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Current Fleet Equity Analysis

YEAR	2021	2022	2023	2024	2025	Under-Utilized
QTY	27	3	2	2	2	0
Est \$	\$6,455	\$3,953	\$1,785	\$1,724	\$488	\$0
TOTAL	\$174,288	\$11,858	\$3,570	\$3,448	\$975	\$0
Estimated Current Fleet Equity**					\$194,138	

Key Objectives

- **Lower average age of the fleet**
 - Reduce overall vehicle age from **18 to 2-5 years old**
 - Significant advancements in vehicle safety technology, **Airbag Standardization, Backup Camera standardization, Electronic Stability Control**
- **Reduce operating costs and emissions**
 - Reduction in maintenance cost
 - Reduction of fuel expense and emissions through Federal Cafe Standards improvement with newer and alternative fuel vehicles
- **Maintain a manageable vehicle budget**
 - Challenged by inconsistent yearly budgets
 - Current vehicle budget is underfunded

City Analysis for Public Works Fleet

# of Vehicles	Equity Owned
36	\$ 194,139.00

Average Equity	\$ 5,392.75
Annual Needs	7.20
Fleet Turnover	5.00

Average Equity (Needs)	<u>\$ 38,827.80</u>
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Annual Average	4.00
Fleet Turnover	9.00

Average Equity (Actual)	<u>\$ 21,571.00</u>
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Public Works Average Outfitting	<u>\$ 5,500.00</u>
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	Annual Averages		
	Current Replacement Schedule	5-Year Relacement Schedule	Enterprise Leasing
Lease/Purchase	\$ 410,865.17	\$ 739,557.31	\$ 231,514.69
Outfitting	\$ 25,974.23	\$ 46,753.62	\$ 33,648.21
Maintenance	\$ 47,319.91	\$ 70,170.46	\$ 16,093.18
Total Cost	\$ 484,159.31	\$ 856,481.40	\$ 281,256.07
Equity (Sale)	\$ 25,467.74	\$ 110,939.51	\$ 188,489.60
Total After Equity	\$ 458,691.58	\$ 745,541.88	\$ 92,766.47

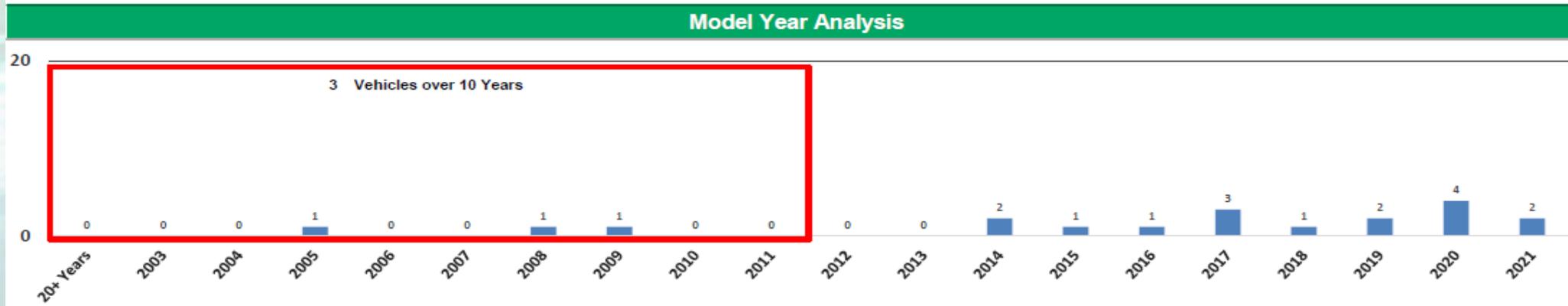
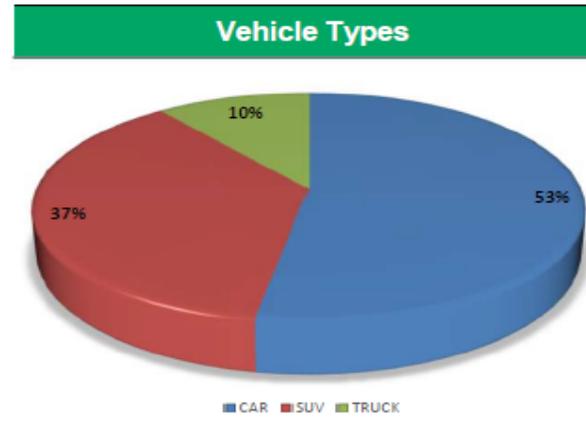
Lease Savings	\$ 202,903.24	\$ 575,225.32
Lease Savings %	41.91%	67.16%

After Equity	\$ 365,925.11	\$ 652,775.41
After Equity %	79.78%	87.56%



FLEET PROFILE - POLICE

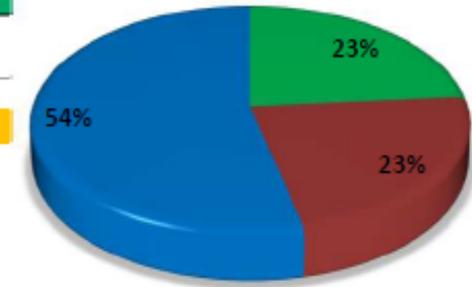
Fleet Profile				Fleet Replacement Schedule						Replacement Criteria
Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2021	2022	2023	2024	2025	Under-Utilized	
Mid-size Sedan	1	13.5	100	1	0	0	0	0	0	* Fiscal Year 2021 = 2 years old and older, or odometer over 20,000
Full-size Sedan	9	5.1	12,700	9	0	0	0	0	0	* Fiscal Year 2022 = 2 years old and older, or odometer over 15,000
Mid Size SUV 4x4	6	2.5	4,600	3	3	0	0	0	0	* Fiscal Year 2023 = 2 years old and older, or odometer over 12,000
Full Size SUV 4x2	1	16.6	7,800	1	0	0	0	0	0	* Fiscal Year 2024 = 2 years old and older, or odometer over 20,000
Compact Pickup Ext 4x2	1	4.4	6,800	1	0	0	0	0	0	* Fiscal Year 2025 = Remaining Vehicles
1/2 Ton Pickup Quad 4x4	1	2.3	3,800	1	0	0	0	0	0	* Underutilized = Annual Mileage less than
Totals/Averages	19	5.2	8,400	16	3	0	0	0	0	



FLEET PLANNING ANALYSIS – POLICE

Current Fleet	19	Fleet Growth	0.00%	Proposed Fleet	19
Current Cycle	4.75	Annual Miles	8,400	Proposed Cycle	4.74
Current Maint.	\$317.00			Proposed Maint.	\$84.44
Maint. Cents Per Mile	\$0.45	Current MPG	8	Price/Gallon	\$3.75

Fleet Costs Analysis



Fiscal Year	Fleet Mix			Fleet Cost							Annual Net Cash	
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel		Fleet Budget
Average	19	4.0	19	0	170,000	0			72,276	74,813	317,089	0
'21	19	16	3	16	0	143,097	-170,625		27,624	58,479	58,575	258,514
'22	19	3	0	19	0	178,115	-2,175	-7,967	19,252	55,417	242,641	74,448
'23	19	1	0	19	0	178,115	0	-12,484	19,252	55,417	240,299	76,789
'24	19	1	0	19	0	178,115	0	-7,967	19,252	55,417	244,816	72,272
'25	19	1	0	19	0	178,115	0	-108,767	19,252	55,417	144,016	173,073
'26	19	14	0	19	0	178,115		-45,015	19,252	55,417	207,768	109,321
'27	19	5	0	19	0	178,115		0	19,252	55,417	252,783	64,305
'28	19	0	0	19	0	178,115		-7,967	19,252	55,417	244,816	72,272
'29	19	1	0	19	0	178,115		-12,484	19,252	55,417	240,299	76,789
'30	19	1	0	19	0	178,115		-116,734	19,252	55,417	136,049	181,040

10 Year Savings	\$1,158,823	Avg. Sustainable Savings	\$100,745
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Current Fleet Equity Analysis

YEAR	2021	2022	2023	2024	2025	Under-Utilized
QTY	16	3	0	0	0	0
Est \$	\$10,664	\$725	\$0	\$0	\$0	\$0
TOTAL	\$170,625	\$2,175	\$0	\$0	\$0	\$0
Estimated Current Fleet Equity**					\$172,800	

Key Objectives

- **Lower average age of the fleet**
 - Reduce overall vehicle age from **18 to 2-5 years old**
 - Significant advancements in vehicle safety technology, **Airbag Standardization, Backup Camera standardization, Electronic Stability Control**
- **Reduce operating costs and emissions**
 - Reduction in maintenance cost
 - Reduction of fuel expense and emissions through Federal CAFE Standards improvement with newer and alternative fuel vehicles
- **Maintain a manageable vehicle budget**
 - Challenged by inconsistent yearly budgets
 - Current vehicle budget is underfunded

City Analysis for Police Fleet

# of Vehicles	Equity Owned
19	\$ 172,800.00

Average Equity	\$ 9,094.74
Annual Needs	3.80
Fleet Turnover	5.00

Average Equity (Needs)	<u>\$ 34,560.00</u>
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Annual Average	3.00
Fleet Turnover	6.33

Average Equity (Actual)	<u>\$ 27,284.21</u>
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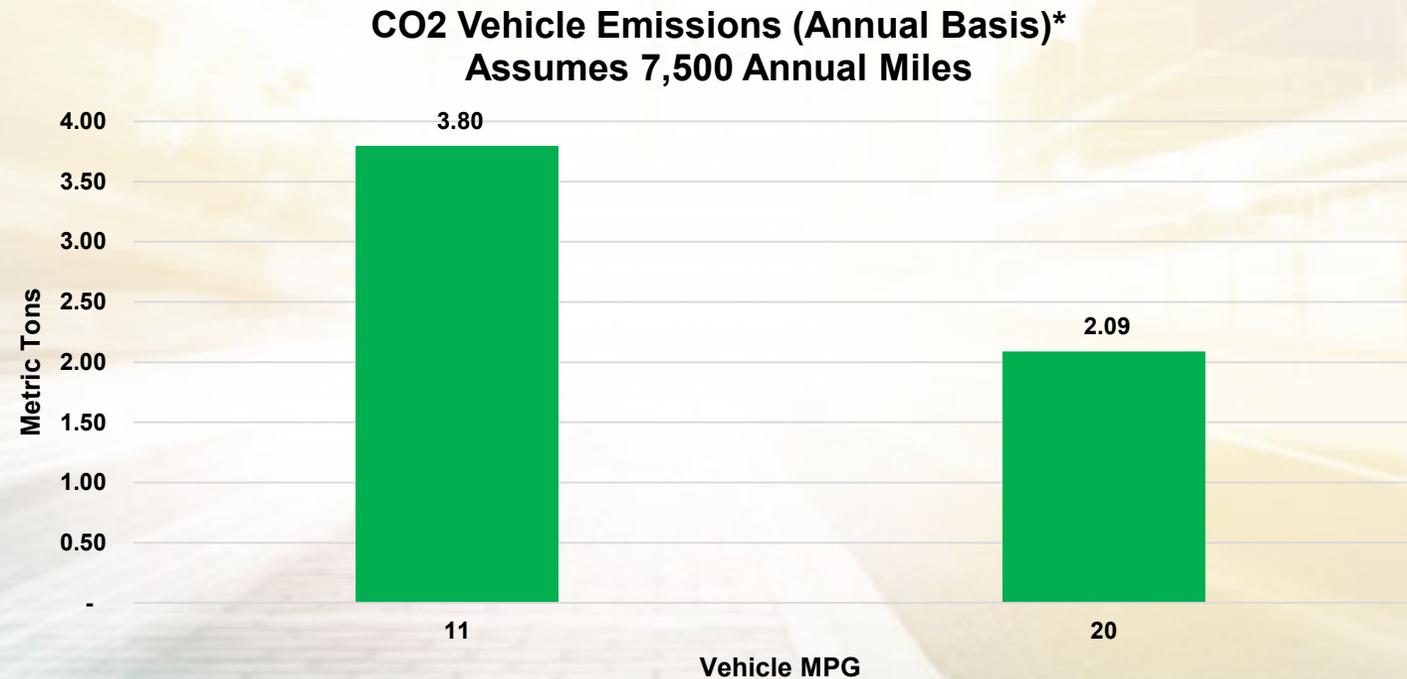
Police Average Outfitting	<u>\$ 38,900.00</u>
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	Annual Averages		
	Current Replacement Schedule	5-Year Relacement Schedule	Enterprise Leasing
Lease/Purchase	\$ 295,161.76	\$ 373,871.56	\$ 193,477.39
Outfitting	\$ 137,781.51	\$ 174,523.25	\$ 163,210.70
Maintenance	\$ 71,095.04	\$ 130,176.03	\$ 22,128.18
Total Cost	<u>\$ 504,038.31</u>	<u>\$ 678,570.84</u>	<u>\$ 378,816.26</u>
Equity (Sale)	\$ 32,213.02	\$ 40,803.16	\$ 51,352.40
Total After Equity	<u>\$ 471,825.29</u>	<u>\$ 637,767.68</u>	<u>\$ 327,463.86</u>
Lease Savings	\$ 125,222.05	\$ 299,754.58	
Lease Savings %	24.84%	44.17%	
After Equity	\$ 144,361.43	\$ 310,303.82	
After Equity %	30.60%	48.65%	



VEHICLE EMISSIONS

- **45% reduction in greenhouse gas emissions within first year by replacing the oldest 43 vehicles in the fleet.**
- Additional reduction year over year with newer vehicles and more hybrid/electric models coming to market.
- Flexibility to add new hybrid and electric vehicles to the fleet without large capital outlay.



*Assumes that every gallon of gasoline burned creates approx. 8,887 grams of CO₂. Source: EPA.gov

Assumptions

	Stock	Factory	Difference
Average	\$ 27,708.25	\$ 26,268.00	\$ 1,440.25
Median	\$ 27,687.50	\$ 26,680.50	\$ 1,007.00

Variance Used \$ 27,697.88 \$ 26,474.25 \$ 1,223.63

Average %	3.64%	2.76%	0.88%
Median %	3.08%	2.46%	0.62%

Growth % Used* 3.64% 2.76% 0.88%

* Used average since price increases growing recently

** Average Stock price increase in line with
prepandemic Consumer Price Index averages

Year	Stock Without Maintenance and Equity	Factory Without Maintenance and Equity	Difference	Variance Stock	Variance Factory	Variance Stock %	Variance Factory %
2012	\$ 24,301.00	\$ 23,378.00	\$ 923.00	\$ (3,396.88)	\$ (3,096.25)	3.69%	2.46%
2013	\$ 25,197.00	\$ 23,952.00	\$ 1,245.00	\$ (2,500.88)	\$ (2,522.25)	5.41%	6.36%
2014	\$ 26,561.00	\$ 25,476.00	\$ 1,085.00	\$ (1,136.88)	\$ (998.25)	3.08%	2.76%
2015	\$ 27,379.00	\$ 26,179.00	\$ 1,200.00	\$ (318.88)	\$ (295.25)	2.25%	3.83%
2016	\$ 27,996.00	\$ 27,182.00	\$ 814.00	\$ 298.13	\$ 707.75	2.74%	2.40%
2017	\$ 28,762.00	\$ 27,834.00	\$ 928.00	\$ 1,064.13	\$ 1,359.75	5.26%	0.21%
2018	\$ 30,276.00	\$ 27,893.00	\$ 2,383.00	\$ 2,578.13	\$ 1,418.75	3.03%	1.28%
2019	\$ 31,194.00	\$ 28,250.00	\$ 2,944.00	\$ 3,496.13	\$ 1,775.75	3.64%	2.76%
2020	\$ 32,328.83	\$ 29,028.86	\$ 3,299.96			3.64%	2.76%
2021	\$ 33,504.94	\$ 29,829.20	\$ 3,675.74			3.64%	2.76%
2022	\$ 34,723.84	\$ 30,651.61	\$ 4,072.23			3.64%	2.76%
2023	\$ 35,987.08	\$ 31,496.69	\$ 4,490.40			3.64%	2.76%
2024	\$ 37,296.28	\$ 32,365.06	\$ 4,931.22			3.64%	2.76%



Final Analysis

- Average sustainable fleet budget savings per year of approximately \$298K per year (plus additional savings after consideration of residual equity of fleet vehicles) using current budgeted replacement rate
- Using a 5-Year turnover rate for fleet purchases results in approximately \$900,000 per year cost over fleet leasing
- Leasing also replaces the entire fleet within 5 years, reducing operating expenses by approximately 40%
- Decreased greenhouse gas emissions, with the goal of full electrification
- Annual analysis and consultation by account management team
 - Ability to delay or discontinue replacements based on economic feasibility
- Proactive, consistent, sustainable and flexible fleet plan



Options for Council Consideration

- Continue current vehicle purchasing option and establish a plan to achieve better Public Works fleet replacement timeline
- Approve resolution to transition to Enterprise Fleet Leasing Program for Public Works and Police fleets



CITY OF
AMERICAN
CANYON



Thank You
Questions & Review



TITLE

American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds Usage Strategy

RECOMMENDATION

Adopt a [Resolution](#) to increase revenue budgets for the FY 2020-21 and FY 2021-22 for the receipt of ARPA relief funding of \$2,449,028 per year. Provide direction and recommendations for expenditures of ARPA funds allocated to the City.

CONTACT

Lincoln Bogard, Finance Director

BACKGROUND & ANALYSIS

The City of American Canyon has been awarded approximately \$4.9 million in ARPA funding to continue rebuilding after the COVID-19 public health emergency declaration in January 2020. The City received the first half of the funding on July 13, 2021, of approximately \$2.45 million. The remaining \$2.45 million will be provided in July 2022.

There are several categories of eligible expenditures for the awarded funds:

1. Support public health expenditures by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff.
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector.
3. **Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic.**
4. Provide premium pay for essential workers, offering additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors.
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Based on the criteria for calculating "lost public sector revenue", the City is able to classify all of the funds in Category #3.

Using this category allows more flexibility in the use of funds, while still allowing expenditures in the overarching categories above. Expenditures allowable under provision of government services include:

- Maintenance or construction of new infrastructure, including roads and utilities
- Modernization of cybersecurity, including hardware, software, and protection of critical infrastructure
- Health services
- Environmental remediation
- School or educational services
- Provision of police, fire, and other public safety services

All costs must be incurred between March 3, 2021 and December 31, 2024 and all expenditures must be realized by December 31, 2026.

The first step in determining which project or projects should be funded with ARPA revenue is to develop a philosophy around the use of this *one-time* revenue. For example: should it fund multiple small projects or just 1 or 2 larger projects? Should it fund deferred maintenance or new capital project(s). Should it fund utility projects (enterprise funds) or non-utility projects (General Fund)? Should be used in a way that provides a financial return on investment or just a one-time benefit?

The presentation will provide additional clarification and examples of proposed uses.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

Increase the FY 2020-21 and FY 2021-22 budgets for revenue General Ledger 240-85-960-33110 by \$2,449,028 per year for the receipt of ARPA relief funding. After tonight's feedback from Council, staff will prepare a plan for qualifying expenditures and return to Council for approval of the use of these funds.

ALTERNATIVES

- Modernization of cybersecurity, including hardware, software, and protection of critical infrastructure – Implement single, entity-wide ERP system with greater transparency and data security standards
- Utility assistance
- Pay-go infrastructure projects
- Provision of government services – police contract expenditures

ENVIRONMENTAL REVIEW

Not applicable.

ATTACHMENTS:

1. Resolution to Budget Receipt of ARPA Funds

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON TO INCREASE REVENUE BUDGETS FOR FY 2020-21 AND FY 2021-22 FOR RECEIPT OF AMERICAN RESCUE PLAN ACT FUNDS

WHEREAS, Congress passed and President Biden signed the American Rescue Plan Act (ARPA) into law in response to the continued impact of the COVID-19 public health emergency; and

WHEREAS, the City of American Canyon allocation of ARPA relief funds total \$4,898,056; and

WHEREAS, the City received the first half of allocated ARPA relief totaling \$2,449,028 on July 13, 2021 and is scheduled to receive the remaining \$2,449,028 in July 2022; and

WHEREAS, the date of the allocations per the enacted law are in FY 2020-21 and FY 2021-22, respectively.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby increases the revenue budget for line item 240-85-960-33110 by \$2,449,028 for both FY 2020-21 and FY 2021-22 for the receipt of ARPA relief funds.

BE IT FURTHER RESOLVED that staff will bring a resolution(s) to appropriate these rescue funds based on direction from council and consideration of eligibility.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 17th day of August, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Leon Garcia, Mayor

Taresa Guilfuss, City Clerk

William D. Ross, City Attorney

Plot Date: Tuesday, August 3, 2021 6:15:15 PM

Plot Scale: 1" = 50'

File Name and Location: P:\Projects\Projects - C\1818-000 Eucalyptus Drive Sidewalk Gap Closure\18 CAD Files\18-000-000.dwg



REVISION	DESCRIPTION	APPROVED	DATE

PROJECT: **EUCALYPTUS DRIVE SIDEWALK GAP CLOSURE**

SHEET TITLE: **CONSTRUCTION NOTES**



DESIGNED BY: R. RANADA
 DRAWN BY: D. MILLER
 APPROVED BY: R. KAUFMAN
 SCALE: NO SCALE
 PROJECT NO. TR19-0400

DRAWING NO. **C-2**
 ORIGINAL SCALE: 10' = 1" INCHES
 2 OF 4 SHEETS

EUCALYPTUS DRIVE SIDEWALK GAP CLOSURE CITY PROJECT NO. TR19-0400

ID	Task Name	Start	Finish	July	August	Septem	Octobe	Novem	Decem	January	Februa	March	April	May	June	July	August		
1	Design Phase	Mon 8/2/21	Fri 4/22/22		[Gantt bar spanning from August to April]														
2	Finalize Plans and Specifications	Mon 8/2/21	Fri 10/1/21		[Gantt bar]														
3	Environmental - Anticipate Notice of Exemption	Mon 8/2/21	Fri 10/1/21		[Gantt bar]														
4	Right of Way Acquisition/Survey Plats and Legals	Mon 8/2/21	Fri 2/4/22		[Gantt bar]														
5	Advertise Bids	Mon 2/7/22	Tue 3/15/22																
6	Bid Opening	Wed 3/16/22	Wed 3/16/22																
7	Draft Staff Report	Thu 3/17/22	Mon 4/4/22																
8	City Council - Award of Contract	Tue 4/5/22	Tue 4/5/22																
9	Execute Contract Agreement	Wed 4/6/22	Fri 4/22/22																
10	Construction Phase	Mon 4/25/22	Wed 7/20/22																
11	Pre-Construction Meeting	Mon 4/25/22	Mon 4/25/22																
12	Active Construction	Tue 4/26/22	Mon 6/27/22																
13	Punchlist Items	Tue 6/28/22	Mon 7/4/22																
14	Draft Staff Report for Notice of Completion	Tue 7/5/22	Tue 7/19/22																
15	City Council - Notice of Completion	Wed 7/20/22	Wed 7/20/22																



City Council Committee Report

Meeting Date: August 17, 2021 Submitted By: Leon Garcia, Mayor

Committee & City Related Reports:

Napa Vallejo Waste Management Authority: August 7; The Board approved the Authority's FY2021 Year End financial report. Noted was the ample status of the reserve account in anticipation of future construction.

AC Fire Protection District, Fire Service Fee Board of Review: August 11; The annual Fire Service Fee for Fiscal Year 2021-2022 was approved. There were no property owner appeals received.

Community Events:

FilAm Picnic: July 17; Merger of two local organizations, Barangay and FILAM, proceeded with election and installation of new officers.

Napa Solano Central Labor Council, Spring Salute: July 17, Received Labor Activist Award. Local individuals who work to improve the needs of workers and their families were honored. Congressman Mike Thompson was the keynote speaker.

AC Chamber GRID: July 30; hosted by Mezzett's topics included: Green Island Rd. Project update, PSPS impact and security issues, Water conservation, Child Care for GRID and Traffic solutions.

ACCPF Park and Play: July 30; Gadwall Park was very well attended with families from the neighborhood.

Meet Me In The Street: July 7 and August 4; AC Chamber event huge success with numerous vendor popups, food trucks and car show.

Neighborhood Initiative: August 6; Information and outreach to community members to assist in establishing a family center at Napa Junction School.

CANV Produce Distribution: August 6; Holy Family Parish - 50 families served

AC Parks and Recreation: August 7; S'mores & Meteors – huge telescopes gave great views of Saturn rings and Jupiter moons

AC CERT: August 9; Training review of disaster scenarios and priorities.

PPE Distribution: August 9; Assisted with distributing masks and hand sanitizers to all schools in American Canyon

CANV Food Distribution: August 10; AC Aquatic Center – 132 families served.

Napa Working Families: August 11; Report on PLA Presentation (Project Labor Agreement)

Voter Choice Napa: August 11; Contacted the manager of Walgreens and John Tutuer, Voter Registrar, to have the voter ballot drop box reinstalled.

Vaccine Outreach Collaborative: August 11; Hosted by CHI, 22 attendees from family services network discussion on outreach to community for COVID vaccines with focus on hard to reach communities.



CITY COUNCIL COMMITTEE REPORT

Meeting Date: August 17, 2021

Submitted By: Mark Joseph, Council member

Committee Name: NVUSD 2X2 Meeting

Council member Washington and I met with staff and our counterparts to hear a number of issues, including the School District's plans for re-opening; the grand opening of the new Napa Junction elementary school, and a lengthy discussion on areas where we can work together. Generally, it relates to considering a rezoning of some of the District's excess properties, investing in upgrades to Donaldson Elementary School, and potentially transferring some surplus School properties to the City. In order to expedite the process, we agreed to meet regularly, to receive progress reports from staff and to tentatively resolve any issues that can't be worked out at the staff level. We are all committed to working together, but it will be interesting to see how that philosophy turns into specific actions and agreements.

Committee Name: City Events and Activities

Attended the **Joint Council/Planning Commission meeting** and discussed the Broadway Specific Plan and economic development in general. Also used this event to recognize Fran Lemos' birthday! Attended the **Chamber's GRID meeting** at Mezzetta's—lunch was catered by Valentina's, a local catering company. The food was great, and the program was very useful. This group appears to be shifting towards becoming a subset of the Chamber and working on their own issues, such as childcare and security. Made it to about half of the **National Night Out** parties since we didn't get out of the Council meeting until after 7pm. Also met online with **our new Assistant Fire Chief**—very exciting about the role he can play for the District.

Committee Name: Community Events and Activities

Attended the first **in-person Kiwanis Membership Meeting** in over a year! At Mi Zacatecas—great food and we installed our 38th member (and one more on tap!) Also met with our Admin Committee to discuss next year's budget. Helped with set up for the second **"Meet Me in the Street"** and was gratified that turnout was just as strong as the first one. Congratulations to the Chamber! Also excited to announce **ACAF was awarded a grant** to produce a Hispanic Heritage Celebration event as part of the Street Fair. Went to the **Park Foundation's Coffee at the Wetlands** and had a great time talking to citizens (but didn't get as much walking). And went to Karina Servente's home to meet representatives from **On the Move**, a community-based group that will work out of the new Napa Junction elementary school. Met with Jim Wilson of Napa Climate NOW about scheduling a presentation to the Council on climate change, and Jon Crawford, candidate for Sheriff. Attended the monthly Napa County Democratic Central Committee.