



REGULAR CITY COUNCIL MEETING AGENDA

City Hall - Council Chambers
4381 Broadway St., Suite 201, American Canyon
February 3, 2026
6:30 PM

Mayor: Pierre Washington
Vice Mayor: Mark Joseph
Councilmembers: Brando Cruz, Melissa Lamattina, David Oro

5:30 P.M. – CLOSED SESSION

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

CALL TO ORDER - CLOSED SESSION

ROLL CALL - CLOSED SESSION

PUBLIC COMMENTS - CLOSED SESSION ITEMS

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

MEETING RECESS - COUNCIL TO CONVENE IN CLOSED SESSION

5:30 P.M. CLOSED SESSION ITEMS

1. **Conference with Legal Counsel - Existing Litigation. Authorized pursuant to Government Code Section 54956.9(d)(1):**
 - a. ***Orchard Partners LLC et al. vs. City of American Canyon et al.*** (Napa Superior Court Case No. 26CV000115).
2. **Conference with Legal Counsel – Anticipated Litigation. Authorized pursuant to Government Code Section 54956.9 (d)(2). One (1) Matter.**

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

CALL TO ORDER - OPEN SESSION

PLEDGE OF ALLEGIANCE

ROLL CALL - OPEN SESSION

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

PROCLAMATIONS AND PRESENTATIONS

3. **Proclamation: Black History Month**

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

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

AGENDA CHANGES

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

CONSENT CALENDAR

4. **Minutes of January 20, 2026**

Recommendation: Approve the minutes of the Regular City Council meeting of January 20, 2026.

5. **Marcus Road Extension**

Recommendation: Adopt a Resolution approving Final Acceptance of the Marcus Road Extension and Appurtenant Utilities Improvements Project from intersection of Cartier Street, Sta. 20+00 to Sta. 25+39, south of the future Marcus Road Bridge (DV24-0011)

6. **Measure U 5-Year Expenditure Plan Update**

Recommendation: Adopt a Resolution approving an updated Five-Year Expenditure Plan for FY 2025/26 through FY 2029/30 under Measure U (Napa Countywide Road Maintenance Act.)

PUBLIC HEARINGS

There are no Public Hearing Items.

BUSINESS

7. **State Route 29 Corridor Improvement Project Update**

Recommendation: Receive a presentation from Napa Valley Transportation Authority (NVTa) regarding the State Route 29 Corridor Improvement Project and provide feedback.

MANAGEMENT AND STAFF ORAL REPORTS

8. **OpenGov Presentation (All Departments with OpenGov)**

Recommendation: Information Only

MAYOR/COUNCIL COMMENTS AND COMMITTEE REPORTS

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

9. **City Council Committee Report - Mayor Pierre Washington**

FUTURE AGENDA ITEMS

10. [Future Agenda Items of Note](#)

ADJOURNMENT

CERTIFICATION

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

Taresa Geilfuss, CMC, City Clerk

PUBLIC PARTICIPATION

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

City Council and other public meetings will be conducted in person. This meeting is also available via Zoom, is broadcast live to residents on Napa Valley TV, on our [website](#) and on [YouTube](#).

Zoom Link: [Click here](#). **Webinar ID:** 847 1017 1711; **Passcode:** 123456. **Phone in to Zoom:** 408-638-0968

Oral comments, during the meeting: Oral comments can be made in person during Open and Closed Session or through Zoom in Open Session only. On Zoom use the "raise your hand" tool during any public comment period. To avoid confusion, hands raised outside of Public Comment periods will be lowered.

Written comments: Submit written comments by the eComments link, located on the Meetings & Agendas page of our website. eComments are available to council members in real time. To allow for Council review of comments, eComments will close at 3:00 pm on the day of the meeting.

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

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.americancanyon.gov.

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@americancanyon.gov. 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.

CITY OF AMERICAN CANYON PROCLAMATION



BLACK HISTORY MONTH - FEBRUARY 2026

WHEREAS, Black History Month is observed each February to honor the achievements, contributions, and enduring legacy of African Americans who have helped shape the history, culture, and progress of the United States; and

WHEREAS, African Americans have made invaluable contributions in every sector of society, including education, science, government, business, the arts, sports, medicine, and civil rights, often in the face of injustice and systemic barriers; and

WHEREAS, the recognition of Black history is essential to fostering understanding, equity, and respect, and to acknowledge both the struggles endured and the resilience demonstrated throughout generations; and

WHEREAS, Black History Month provides an opportunity for our community to reflect on the importance of inclusion, justice, and equal opportunity, and to recommit ourselves to building a society where every individual is valued and empowered to succeed; and

WHEREAS, the City of American Canyon celebrates diversity as a strength of our community and strives to promote dignity, opportunity, and belonging for residents of all backgrounds.

NOW, THEREFORE, BE IT PROCLAIMED that I, Pierre Washington, Mayor of American Canyon, on behalf of the City Council, do hereby proclaim February 2026 as Black History Month and urge all residents to observe this month by learning about, celebrating, and honoring the rich history, culture, and contributions of African Americans.

Dated: February 3, 2026

Mayor Pierre Washington

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

ACTION MINUTES

January 20, 2026

6:00 P.M. – CLOSED SESSION

CALL TO ORDER - CLOSED SESSION

The City Council meeting was called to order at 6:00 p.m.

ROLL CALL - CLOSED SESSION

Present: Councilmember Melissa Lamattina, Councilmember David Oro, Vice Mayor Mark Joseph, Mayor Pierre Washington

Excused: Councilmember Brando Cruz

PUBLIC COMMENTS - CLOSED SESSION ITEMS

Mayor Washington opened public comments. Written comments: none. Oral comments: none. The public comment period was closed.

MEETING RECESS - COUNCIL TO CONVENE IN CLOSED SESSION

6:00 P.M. CLOSED SESSION ITEMS

1. Conference with Real Property Negotiators – Authorized Pursuant to Government Code Section 54956.8. Property APNS: 058-030-016; 058-030-018 (terms and payment price).

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

CALL TO ORDER - OPEN SESSION

The City Council meeting was called to order at 6:40 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL - OPEN SESSION

Present: Councilmember Melissa Lamattina, Councilmember David Oro, Vice Mayor Mark Joseph, Mayor Pierre Washington

Excused: Councilmember Brando Cruz

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

There were no reportable actions from Closed Session.

PROCLAMATIONS AND PRESENTATIONS

There were no proclamations or presentations.

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

Mayor Washington opened public comments. Written comments: none. Oral comments: Nick Stocker was called to speak; Valerie Zizak-Morais was called to speak; Beth Marcus was called to speak; Yvonne Baginski was called to speak; Sherry Tennyson was called to speak; Janelle Sellick was called to speak; Hugh Marquez was called to speak; Scott Thomason was called to speak; Karen Fritz was called to speak; Justin Hamilton Hole was called to speak; Reed Robertson was called to speak; Jeanette Goyetche was called to speak; Bernice Newell was called to speak. The public comment period was closed.

AGENDA CHANGES

There were no changes to the agenda.

CONSENT CALENDAR

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

Ayes: Councilmember Melissa Lamattina, Councilmember David Oro, Vice Mayor Mark Joseph, Mayor Pierre Washington

Nays: None

Abstain: None

Absent: Councilmember Brando Cruz

2. Minutes of December 15, 2025

Action: Approved the minutes of the Regular City Council meeting of December 20, 2025.

3. Closed Session Reports

Action: Approved the Closed Session Reports for the meetings held on November 18, 2025, December 2, 2025, and December 16, 2025.

4. Notice of Completion for Rancho Del Mar Paving and Utility Improvements Project (TR24-0300)

Action: Adopted Resolution 2026-021 accepting the project as complete, authorizing the Public Works Director to file a Notice of Completion (Agreement 2026-01-R), and releasing a Retention payment to Ghilotti Construction Company, Inc. in conjunction with the Rancho Del Mar Paving and Utility Improvements Project (TR24-0300).

5. Notice of Completion - City Hall Roof Replacement Project (CF23-0100)

Action: Adopted Resolution 2026-02 accepting the project as complete and authorizing the Public Works Director to file a Notice of Completion (Agreement 2026-02-R) in conjunction with the City Hall Roof Replacement Project (CF23-0100).

6. Measure T MOE and Equivalent Fund Certification FY2024/25

Action: Adopted Resolution 2026-03 approving the Maintenance of Effort (MOE) certification of \$370,015 as required under Measure "T" Program (The Napa Countywide Road Maintenance Act) Adopted Resolution 2026-04 approving certification of Equivalent Fund expenditures under the Measure "T" Program (The Napa Countywide Road Maintenance Act).

PUBLIC HEARINGS

7. Crawford Way Multifamily Condominium Tentative Subdivision Map

Council received a Crawford Way Multifamily Condominium Tentative Subdivision Map staff report and presentation from Senior Planner William He. Mayor Washington opened public comments. Written comments: none. Oral comments: Philip Thomas was called to speak; Hugh Marquez was called to speak. The public comment period was closed.

Action: Motion to adopt Resolution 2026-05 approving a Tentative Subdivision Map to permit the future subdivision of the Crawford Way Project into 100 condominium multifamily dwelling units on a 4.34-acre site at the southwest corner of Crawford Way and Highway 29, APNs 058-302-001 and 058-290-012 (File No. PL25-0010) made by Vice Mayor Mark Joseph, seconded by Councilmember David Oro, and CARRIED by roll call vote.

Ayes: Councilmember Melissa Lamattina, Councilmember David Oro, Vice Mayor Mark Joseph, Mayor Pierre Washington

Nays: None

Abstain: None

Absent: Councilmember Brando Cruz

Excused: None

8. Giovannoni Logistics Center Tentative Parcel Map and Design Permit Extension

Council received a Giovannoni Logistics center staff report from Senior Planner William He. Mayor Washington opened public comments. Written comments: none. Oral comments: Valerie Zizak-Morais was called to speak; Yvonne Baginski was called to speak; Ernie Knodel was called to speak. The public comment period was closed.

Action: Motion to adopt Resolution 2026-06 for a twelve-month extension to the Giovannoni Logistics Center Tentative Parcel Map and Design Permit from March 21, 2026, to March 21, 2027, APNs 057-130-034 and 057-130-036 (File no. PL25-0013) made by Vice Mayor Mark Joseph, seconded by Councilmember David Oro, and CARRIED by roll call vote.

Ayes: Councilmember Melissa Lamattina, Councilmember David Oro, Vice Mayor Mark Joseph, Mayor Pierre Washington

Nays: None

Abstain: None

Absent: Councilmember Brando Cruz

BUSINESS

9. Revenue Measure

Council received a Revenue Measure staff report and presentation from Deputy City Manager Alexandra Ikeda. Mayor Washington opened public comments. Written comments: none. Oral comments: Justin Hamilton Hole was called to speak; Hugh Marquez was called to speak; Janelle Sellick was called to speak. The public comment period was closed.

Action: Motion to adopt Resolution 2026-07 authorizing a budget appropriation of \$110,000 from the General Fund Undesignated Reserve and awarding a professional services agreement (Agreement 2026-07) to Fairbank, Maslin, Maullin, Metz & Associates (FM3) in an amount not to exceed \$60,000, and increase the professional services agreement with Tripepi Smith & Associates from \$233,000 to \$283,000 for public opinion research and community outreach and education services related to a potential ballot measure. made by Vice Mayor Mark Joseph, seconded by Councilmember Melissa Lamattina, and CARRIED by roll call vote.

Ayes: Councilmember Melissa Lamattina, Councilmember David Oro, Vice Mayor Mark Joseph, Mayor Pierre Washington

Nays: None

Abstain: None

Absent: Councilmember Brando Cruz

Excused: None

MANAGEMENT AND STAFF ORAL REPORTS

10. Q3 FY25/26 Capital Project Schedule Update

Council received a Q3 FY25/26 Capital Project Schedule oral update from Public Works Director Erica Ahmann Smithies. Other oral updates were given by Deputy City Manager Alexandra Ikeda.

MAYOR/COUNCIL COMMENTS AND COMMITTEE REPORTS

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

FUTURE AGENDA ITEMS

12. Future Agenda Items of Note

Action: Motion to add to a future agenda a review of the Inclusionary Housing Ordinance made by Vice Mayor Mark Joseph, seconded by Councilmember Melissa Lamattina, and CARRIED by roll call vote.

Ayes: Councilmember Melissa Lamattina, Councilmember David Oro, Vice Mayor Mark Joseph, Mayor Pierre Washington

Nays: None

Abstain: None

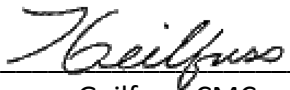
Absent: Councilmember Brando Cruz

ADJOURNMENT

The meeting was adjourned at 9:00 p.m.

CERTIFICATION

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "T. Geilfuss", is written over a horizontal line.

Taresa Geilfuss, CMC
City Clerk



TITLE

Marcus Road Extension

RECOMMENDATION

Adopt a Resolution approving Final Acceptance of the Marcus Road Extension and Appurtenant Utilities Improvements Project from intersection of Cartier Street, Sta. 20+00 to Sta. 25+39, south of the future Marcus Road Bridge (DV24-0011)

CONTACT

Erica Ahmann Smithies, P.E., Public Works Director
Edison Bisnar, P.E., Senior Civil Engineer

BACKGROUND & ANALYSIS

On October 16, 2018, The City of American Canyon City Council approved the Watson Ranch Specific Plan (WRSP), Ordinance 2018-08, as regulating document for the approximately 309-acre property owned by AC-1 and the Newell Family. The WRSP is a mixed-use community including a mixed-use town Center, 1,253 residential units, approximately 23 acres of improved parks, an additional 30 acres of parks, trails and open space, roads and supporting water, wastewater, recycled water and storm drainage infrastructure. The Watson Ranch Master Backbone Infrastructure (MBI) Improvements were developed in four phases.

On January 16, 2024, the City Council of the City of American Canyon accepted Phase 1 of the MBI Improvements which included Rio Del Mar East, Rolling Hills Drive Extension, Mallen Way and Marcus Road from Rio Del Mar north to Cartier Street.

On October 9, 2024, the City of American Canyon Public Works Department approved the Marcus Road Extension Improvement Plans.

On October 1, 2025, Marcus Road Extension was completed, and the Record Drawings and Certified Letters have been submitted to Public Works and were found to be in substantial conformance with the approved Improvement Plans, with exception of a portion of the western sidewalk that is unpaved due to pending PG&E work.

On December 22, 2025, the remaining Pacific Gas and Electric work was completed and the portion

of the sidewalk was paved.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Transportation: "Improve the transportation network within the City to alleviate congestion and enhance the quality of life for the 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, the Final Environmental Impact Report for the Project was presented at a noticed public hearing held on October 4, 2018. The Planning Commission adopted Resolution 2018-19 recommending that the City Council adopt the Mitigation Monitoring and Reporting Program.

COMMUNICATION

Level 0: No Further Public Communication Needed

ATTACHMENTS:

[1. Resolution - Marcus Road Extension Final Acceptance](#)

RESOLUTION NO. 2026 - _____

**RESOLUTION ACCEPTING MARCUS ROAD EXTENSION AND APPURTENANT UTILITIES IMPROVEMENTS
PROJECT FROM INTERSECTION OF CARTIER STREET, STA. 20+00 TO STA 25+39, SOUTH OF THE FUTURE
MARCUS ROAD BRIDGE (DV24-0011)**

WHEREAS, on October 16, 2018, The City of American Canyon City Council approved the Watson Ranch Specific Plan (WRSP), Ordinance 2018-08, as regulating document for the approximately 309-acre property owned by AC-1 and the Newell Family. The WRSP is a mixed-use community including a mixed-use town Center, 1,253 residential units, approximately 23 acres of improved parks, an additional 30 acres of parks, trails and open space, roads and supporting water, wastewater, recycled water and storm drainage infrastructure. The Watson Ranch Master Backbone Infrastructure (MBI) Improvements were developed in four phases; and

WHEREAS, on January 16, 2024, the City Council of the City of American Canyon accepted Phase 1 of the MBI Improvements which included Rio Del Mar East, Rolling Hills Drive Extension, Mallen Way and Marcus Road from Rio Del Mar north to Cartier Street; and

WHEREAS, on October 9, 2024, the City of American Canyon Public Works Department approved the Marcus Road Extension Improvement Plans; and

WHEREAS, on October 1, 2025, Marcus Road Extension was completed, and the Record Drawings and Certified Letters have been submitted to Public Works and were found to be in substantial conformance with the approved Improvement Plans, with the exception of a portion of the western sidewalk that is unpaved due to pending PG&E work; and

WHEREAS, on December 22, 2025, the PG&E work was completed and the sidewalk was paved.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of American Canyon hereby accepts the Marcus Road Extension public improvements into the City's system for operation and maintenance.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 3rd day of February 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Pierre Washington, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

Teresa Highsmith, City Attorney



TITLE

Measure U 5-Year Expenditure Plan Update

RECOMMENDATION

Adopt a Resolution approving an updated Five-Year Expenditure Plan for FY 2025/26 through FY 2029/30 under Measure U (Napa Countywide Road Maintenance Act.)

CONTACT

Erica Ahmann Smithies, P.E., Public Works Director

Ron Ranada, P.E., Senior Civil Engineer

BACKGROUND & ANALYSIS

The 2012 “Napa Countywide Road Maintenance Act” (also known as “Measure T”) imposes a ½ cent sales tax to pay for road repairs countywide. The Napa Valley Transportation Authority – Tax Agency (NVTa-TA) distributes these sales tax revenues to American Canyon on a monthly basis. The City of American Canyon received 7.7% of the sales tax revenues per year, from July 1, 2018 through June 30, 2025.

On November 5, 2024 the voters of Napa County passed the Napa Valley Transportation Improvement Act, also known as Measure U (superseding Measure T), which continues the half cent transaction and use (sales) tax to provide supplemental funding for road maintenance. The City of American Canyon is estimated to receive 8.0% of the Measure U sales tax revenues per year, beginning on July 1, 2025.

With Measure U, the percentage of sales tax revenues per year will be reviewed every five years therefore the City's allocation could go up or down. In addition, the City is allowed to bond for transportation projects in order to advance street repairs.

Similar to Measure T, in order to receive Measure U funds, the City must submit a list of projects to be funded to NVTa – TA. This list is known as the Five Year Expenditure Plan (Plan) and will be updated at a minimum of every 2 years. Expenditure plans are developed considering the following factors: recommendations from the Pavement Management Program (PMP) report, known utility

deficiencies, local priorities and the anticipated funding schedule. Importantly, the Plan is not annual “construction schedule” per se; rather, it is a “5-year look ahead” of streets to be addressed in successive years based upon available funding and priorities. The result is a list of streets with various pavement treatments proposed over the next five years.

On May 6, 2025, City Council adopted Resolution 2025-30 approving the five-year expenditure plan for FY 2025/26 through FY 2029/30 that was similar to prior plans and included additional streets that City Council had prioritized based on adopted capital projects and earlier Council discussions. Staff is recommending an update to the street list earlier than May 2027 in order to address two street projects that need to be prioritized:

South Kelly Road from Highway 29 to Devlin Road: The reconstruction of South Kelly Road is currently in the adopted FY 2025-26 budget and is nearing design completion. The project did not include additional funding other than developer contributions therefore staff is recommending the additional funding come from Measure U to complete construction of the local street work.

Green Island Road from Jim Oswalt Way to the City limits: This segment of Green Island Road was not included in the current reconstruction efforts underway in the Green Island Road District. However, it is in need of near-term maintenance repairs and a future capital allocation for full repaving. The estimated cost of the maintenance work is \$235,000 in FY 2025-26, with additional funding in FY 2027-28 for the future capital project. Staff is aware that Napa County plans to repave its section of Green Island Road in the coming years and intends to coordinate efforts, similar to the South Kelly Reconstruction Project.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

By adopting this Resolution and submitting the updated five-year plan to NVTA-TA, the City of American Canyon will be eligible to utilize Measure U revenues on the additional street projects. It is the intent to include any known budget modifications in the mid-year budget which is slated for a future City Council meeting or at the time of contract award of the respective projects.

ENVIRONMENTAL REVIEW

Approval of the Five-Year Measure U Expenditure Plan is exempt from review under the California Environmental Quality Act (“CEQA”) because the action is not a “Project” as defined under CEQA, and because actions that have no potential to cause a significant effect on the environment and actions that will not result in a direct or reasonably foreseeable indirect physical change in the environment are exempt from CEQA. (Pub. Res. Code § 21065; CEQA Guidelines §§ 15061(b)(3); 15060(c)(2)), and 15378(b).

ATTACHMENTS:

1. Resolution - Measure U 5-Year Project List
1. Exhibit A: Measure U Five-Year List of Projects
2. Five-Year Measure U Map Update

RESOLUTION NO. 2026-

RESOLUTION APPROVING AN UPDATED FIVE-YEAR EXPENDITURE PLAN FOR FY 2025/26 THROUGH FY 2029/30 UNDER MEASURE U (NAPA COUNTYWIDE ROAD MAINTENANCE ACT)

WHEREAS, on November 5, 2024 the voters of Napa County passed the Napa Valley Transportation Improvement Act, also known as Measure U, which continues a half cent transaction and use (sales) tax to provide supplemental funding for road maintenance as detailed in the Measure U Expenditure Plan; and

WHEREAS, the Napa Valley Transportation Authority-Tax Agency (NVTA-TA) is the designated agency that administers and oversees the Measure U revenues; and

WHEREAS, the City of American Canyon is an eligible recipient of Measure U funds; and

WHEREAS, the tax proceeds will be used to pay for the projects outlined in the Measure U Expenditure Plan allocated to the County of Napa, cities, town, and NVTA within Napa County ("Local Agencies") as set forth in Measure U; and

WHEREAS, under the Measure U Expenditure Plan, Measure U funds are provided to the Local Agencies to be used for streets and roads projects as defined in the Ordinance; and

WHEREAS, on May 6, 2025, City Council adopted Resolution 2025-30 approving the initial five-year Measure U expenditure plan for FY 2025/26 through FY 2029/30; and

WHEREAS, there is a need to update the five-year Measure U expenditure plan to include a portion of Green Island Road between Jim Oswalt Way and the City Limits as well as South Kelly Road between State Route 29 and Devlin Road; and

WHEREAS, Measure U project(s) will comply with the requirements under the California Environmental Quality Act (California Code Sections 21000 *et seq.*; as implemented through California Regulations Title 14, Chapter 3, Sections 15000 *et seq.*).

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of American Canyon does resolve as follows:

1. The City Council of the City of American Canyon hereby adopts the updated Five-Year Expenditure Plan (for FY 2025/26 through FY 2029/30 attached hereto as Exhibit "A," and authorizes the Public Works Director to file the list with NVTA-TA.
2. The Resolution is hereby adopted and becomes effective and in full force immediately upon adoption.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 3rd day of February, 2026 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Pierre Washington, Mayor

ATTEST:

APPROVE AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

Teresa L. Highsmith, City Attorney

Measure U - Napa Valley Transportation Improvement Act

Jurisdiction Name: City of American Canyon

Primary Contract #1

Erica Ahmann Smithies

Email: esmithies@americancanyon.gov

Phone: 707-647-4366

Secondary Contract #2

Ron Ranada

Email: rranada@americancanyon.gov

Phone: 707-647-4559

Fiscal Years Included:

FY #12025-26

FY #22026-27

FY #32027-28

FY #42028-29

FY #52029-30

Maintenance of Effort (MOE)

Please provide the following information to establish MOE amount and to validate information:

1. Enter MOE Amounts Claiming:	Most Recent FY	\$ 370,015.00
2. Enter Certified MOE Amount:	Total MOE:	\$ 370,015.00

Please note: Eligible expenses include local streets and roads maintenance and supporting infrastructure within the public right of way for pavement, sealing, overlays, reconstruction, associated infrastructure, as required, excluding any local revenues expended for the pupose of storm damage repair as verified by an independent auditor. One time allocations that have been expended for local streets and road maintenance, but which may not be available on an ongoing basis shall not be considered when calculating an Agency's annual maintenance of effort.

Planned Measure U Expenditures

Please provide Five (5) year planned local streets and road maintenance projects beginning in FY 2025-30 (add rows as needed):

Fiscal Year	Program / Project Type	Project Description	Total Project Cost	Measure U Funds	Other Funds	Location (Intersection, Mile Marker, Length of Alignment, etc)	Start	End	Project Phase (Design, ENV, PS&E, CON)
2025-26	Reconstruct	Full Reconstruct (AC)	\$ 2,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	South Kelly Road	Highway 29	Devlin Road	Design, PS&E, Construction
2025-26	Maintenance	Grind and Overlay	\$ 235,000.00	\$ 235,000.00	\$ -	Green Island Road	Jim Oswalt Way	City Limits	Construction
2025-26	Traffic Calming	Radar Feedback Signs	\$ 50,000.00	\$ 50,000.00	\$ -	Citywide	--	--	Construction
2025-26	Reconstruct	Full Reconstruct (AC)	\$ 6,000,000.00	\$ 1,000,000.00	\$ 5,000,000.00	Green Island Road	Paoli Loop	Mezzetta Court	Construction
2025-26	Reconstruct	Full Reconstruct (AC)	\$ 3,000,000.00	\$ 200,000.00	\$ 2,800,000.00	Hanna Way	Commerce Boulevard	End	Construction
2025-26	Reconstruct	Full Reconstruct (AC)	\$ 2,000,000.00	\$ 100,000.00	\$ 1,900,000.00	Commerce Boulevard	Green Island Road	Old Cul de Sac	Construction
2025-26	Reconstruct	Full Reconstruct (AC)	\$ 2,000,000.00	\$ 100,000.00	\$ 1,900,000.00	Mezzetta Court	Green Island Road	End	Construction
2025-26	Reconstruct	Full Reconstruct (AC)	\$ 2,000,000.00	\$ 100,000.00	\$ 1,900,000.00	Mezzetta Court	Jim Oswalt Way	End	Construction
2025-26	Guardrail	Guardrail Upgrades	\$ 780,000.00	\$ 500,000.00	\$ 280,000.00	American Canyon Road East	Flosden Road	City Limits	Construction
2025-26	Overlay	Grind and Overlay	\$ 600,000.00	\$ 100,000.00	\$ 487,500.00	Melvin Road	Wilson Wy	Cassayare Dr	Design, PS&E, Construction
2025-26	Overlay	Grind and Overlay	\$ 200,000.00	\$ 50,000.00	\$ 162,500.00	Poco Way	Highway 29	Melvin Road	Design, PS&E, Construction
2025-26	Overlay	Grind and Overlay	\$ 600,000.00	\$ 100,000.00	\$ 487,500.00	James Road	Wilson Wy	Donaldson Wy	Design, PS&E, Construction
2025-26	Overlay	Grind and Overlay	\$ 200,000.00	\$ 50,000.00	\$ 162,500.00	Wilson Way	Melvin Road	Andrew Road	Design, PS&E, Construction
2025-26	Surface Treatment	Cape Seal	\$ 155,239.38	\$ 155,239.38	\$ -	Knightsbridge Wy	Elliott Dr	Danrose Dr	Construction
2025-26	Surface Treatment	Cape Seal	\$ 27,832.72	\$ 27,832.72	\$ -	Arden Ct	Knightsbridge Wy	End	Construction
2025-26	Surface Treatment	Cape Seal	\$ 33,420.35	\$ 33,420.35	\$ -	Lansford Ct	Knightsbridge Wy	End	Construction
2025-26	Surface Treatment	Cape Seal	\$ 27,832.72	\$ 27,832.72	\$ -	Linwood Lane	Knightsbridge Wy	End	Construction
2025-26	Surface Treatment	Cape Seal	\$ 27,832.72	\$ 27,832.72	\$ -	Park Lane	Knightsbridge Wy	End	Construction
2025-26	Surface Treatment	Cape Seal	\$ 33,314.92	\$ 33,314.92	\$ -	Regent Ct	Knightsbridge Wy	End	Construction
2025-26	Surface Treatment	Cape Seal	\$ 216,878.32	\$ 216,878.32	\$ -	Cartagena Way	Broadway	East End	Design, PS&E, Construction
2025-26	Surface Treatment	Cape Seal	\$ 16,153.70	\$ 16,153.70	\$ -	Aranda Ct	Cartagena Way	N End	Design, PS&E, Construction
2025-26	Surface Treatment	Cape Seal	\$ 33,279.60	\$ 33,279.60	\$ -	Barcelona Dr	Cartagena Way	Entrada Cir	Design, PS&E, Construction
2025-26	Surface Treatment	Cape Seal	\$ 34,924.89	\$ 34,924.89	\$ -	Catalonia Dr	Cartagena Way	Entrada Cir	Design, PS&E, Construction
2025-26	Surface Treatment	Cape Seal	\$ 252,775.42	\$ 252,775.42	\$ -	Entrada Cir	Cartagena Way W End	Cartagena Way E End	Design, PS&E, Construction
2025-26	Surface Treatment	Cape Seal	\$ 26,922.83	\$ 26,922.83	\$ -	Marbella Ct	Cartagena Way	N End	Design, PS&E, Construction
2025-26	Surface Treatment	Cape Seal	\$ 10,096.06	\$ 10,096.06	\$ -	Palencia Ct	Cartagena Way	N End	Design, PS&E, Construction
2025-26	Surface Treatment	Cape Seal	\$ 35,315.44	\$ 35,315.44	\$ -	Condor Ct	Highridge Dr	S End	Design, PS&E, Construction
2025-26	Surface Treatment	Cape Seal	\$ 14,583.20	\$ 14,583.20	\$ -	Eisenhower Ct	Ventana	S End	Design, PS&E, Construction
2025-26	Surface Treatment	Cape Seal	\$ 147,327.69	\$ 147,327.69	\$ -	Ford Dr	Independance	Independence	Design, PS&E, Construction
2025-26	Surface Treatment	Cape Seal	\$ 114,987.06	\$ 114,987.06	\$ -	Goldfinch Dr	Montevino	Montevino	Design, PS&E, Construction
2025-26	Surface Treatment	Cape Seal	\$ 16,245.10	\$ 16,245.10	\$ -	Highridge Ct	Ventana	N End	Design, PS&E, Construction
2025-26	Surface Treatment	Cape Seal	\$ 126,853.04	\$ 126,853.04	\$ -	Highridge Dr	Ventana	Starling Ct	Design, PS&E, Construction

2025-26	Surface Treatment	Cape Seal	\$ 34,609.13	\$ 34,609.13	\$ -	Hillcrest Ct	Highridge Dr	S End	Design, PS&E, Construction
2025-26	Surface Treatment	Cape Seal	\$ 15,480.62	\$ 15,480.62	\$ -	Independence Ct	Ventana Dr	South End	Design, PS&E, Construction
2025-26	Surface Treatment	Cape Seal	\$ 85,704.33	\$ 85,704.33	\$ -	Independence Dr	Ventana Dr	East End	Design, PS&E, Construction
2025-26	Surface Treatment	Cape Seal	\$ 35,315.44	\$ 35,315.44	\$ -	Mockingbird Dr	Montevino	Highridge Dr	Design, PS&E, Construction
2025-26	Surface Treatment	Cape Seal	\$ 63,567.78	\$ 63,567.78	\$ -	Montevino Dr	South Goldfinch	Ventana	Design, PS&E, Construction
2025-26	Surface Treatment	Cape Seal	\$ 33,196.51	\$ 33,196.51	\$ -	Oriole Ct	Hidgeridge Dr	S End	Design, PS&E, Construction
2025-26	Surface Treatment	Cape Seal	\$ 18,364.03	\$ 18,364.03	\$ -	Starling Ct	Highridge Dr	N. End	Design, PS&E, Construction
2025-26	Surface Treatment	Cape Seal	\$ 23,407.90	\$ 23,407.90	\$ -	Truman Ct	Ventana Dr	S End	Design, PS&E, Construction
2025-26	Surface Treatment	Cape Seal	\$ 57,784.36	\$ 57,784.36	\$ -	Ventana Dr	Broadway	Highridge Dr	Design, PS&E, Construction
2025-26	Surface Treatment	Cape Seal	\$ 80,394.55	\$ 80,394.55	\$ -	Ventana Dr	Highridge	East West Independence Dr	Design, PS&E, Construction
2025-26	Surface Treatment	Cape Seal	\$ 52,973.15	\$ 52,973.15	\$ -	Vine Terrace Way	Broadway	Goldfinch	Design, PS&E, Construction
2025-26	Reconstruct	Full Reconstruct (AC)	\$ 744,758.04	\$ 253,389.40	\$ 491,368.64	Rio Del Mar	Carolyn Dr	W Los Altos Dr	Construction
2025-26	Reconstruct	Full Reconstruct (AC)	\$ 545,806.86	\$ 185,700.14	\$ 360,106.72	Rio Del Mar	W Los Altos Dr	Cassayare Dr	Construction
2025-26	Reconstruct	Full Reconstruct (AC)	\$ 276,830.10	\$ 94,186.04	\$ 182,644.06	Rio Del Mar	Cassayare Dr	Hwy 29	Construction
2025-26	Surface Treatment	Cape Seal	\$ 54,842.79	\$ 18,659.19	\$ 36,183.60	Carolyn Dr	Rio Del Mar	Los Altos Dr	Construction
2025-26	Surface Treatment	Cape Seal	\$ 69,654.50	\$ 23,698.59	\$ 45,955.92	Joan Dr	Carolyn Dr	Los Altos Dr	Construction
2025-26	Surface Treatment	Cape Seal	\$ 151,960.24	\$ 51,701.51	\$ 100,258.73	Los Altos Dr	Carolyn Dr	Rio Del Mar	Construction
2025-26	Surface Treatment	Cape Seal	\$ 37,081.21	\$ 12,616.16	\$ 24,465.05	Los Altos Dr	Theresa Ave	Rio Del Mar East	Construction
2025-26	Surface Treatment	Cape Seal	\$ 36,196.24	\$ 12,315.07	\$ 23,881.18	Del Rey Ct	Los Altos Dr	End	Construction
2025-26	Surface Treatment	Cape Seal	\$ 108,588.73	\$ 36,945.20	\$ 71,643.53	Alta Loma Dr	Joan Dr	End Of Circle	Construction
2025-26	Surface Treatment	Cape Seal	\$ 67,099.33	\$ 22,829.24	\$ 44,270.09	Flamingo Ct	Rio Del Mar	End	Construction
2025-26	Surface Treatment	Cape Seal	\$ 52,786.19	\$ 17,959.47	\$ 34,826.72	Cassayare Dr	Rio Del Mar West	Rio Del Mar East	Construction
2025-26	Surface Treatment	Cape Seal	\$ 95,912.57	\$ 95,912.57	\$ -	Rio Del Mar	Rio Grande	Donaldson Wy	Design, PS&E, Construction
2025-26	Surface Treatment	Cape Seal	\$ 123,265.41	\$ 123,265.41	\$ -	Rio Del Mar	Donaldson Wy	Carolyn Dr	Design, PS&E, Construction
2025-26	Overlay	Mill+Overlay	\$ 306,575.28	\$ 306,575.28	\$ -	Theresa Av	Napa Junction Rd	422' North Of Eucalyptus Dr	Design, PS&E, Construction
2026-27	Overlay	Mill+Overlay	\$ 485,555.84	\$ 485,555.84	\$ -	Eucalyptus Dr	Donaldson Wy	450' W Of Theresa Ave	Design, PS&E, Construction
2026-27	Reconstruct	Full Reconstruct (AC)	\$ 175,746.23	\$ 175,746.23	\$ -	Donaldson Wy	Rio Del Mar	Amarillo	Design, PS&E, Construction
2026-27	Surface Treatment	Cape Seal	\$ 98,717.03	\$ 98,717.03	\$ -	Rio Grande	Rio Del Mar	Carmel	Design, PS&E, Construction
2026-27	Surface Treatment	Cape Seal	\$ 70,967.41	\$ 70,967.41	\$ -	W Carolyn Dr	Donaldson Wy	Rio Del Mar	Design, PS&E, Construction
2026-27	Surface Treatment	Cape Seal	\$ 38,389.96	\$ 38,389.96	\$ -	Carolyn Dr	Los Altos Dr	Amarillo Dr	Design, PS&E, Construction
2026-27	Surface Treatment	Cape Seal	\$ 47,769.32	\$ 47,769.32	\$ -	Landana Dr	Rio Grande	Donaldson Wy	Design, PS&E, Construction
2026-27	Surface Treatment	Cape Seal	\$ 51,415.12	\$ 51,415.12	\$ -	Landana Dr	Donaldson Wy	W Carolyn Dr	Design, PS&E, Construction
2026-27	Surface Treatment	Cape Seal	\$ 87,249.90	\$ 87,249.90	\$ -	Joan Dr	W End	Carolyn Dr	Design, PS&E, Construction
2026-27	Surface Treatment	Cape Seal	\$ 72,392.49	\$ 72,392.49	\$ -	Amarillo Dr	Carolyn Dr	W. End	Design, PS&E, Construction
2026-27	Surface Treatment	Cape Seal	\$ 71,617.63	\$ 71,617.63	\$ -	Los Altos Dr	Donaldson Wy	Carolyn Dr	Design, PS&E, Construction
2026-27	Reconstruct	Reconstruct inc. SD & C8	\$ 392,076.30	\$ 392,076.30	\$ -	Andrew Rd	Thayer Wy	Crawford Wy	Design, PS&E, Construction
2026-27	Reconstruct	Reconstruct inc. SD & C8	\$ 816,401.30	\$ 816,401.30	\$ -	Andrew Rd	Crawford Wy	Donaldson Wy	Design, PS&E, Construction
2026-27	Reconstruct	Reconstruct inc. SD & C8	\$ 604,238.80	\$ 604,238.80	\$ -	Andrew Rd	Donaldson Wy	Wilson Wy	Design, PS&E, Construction
2027-28	Overlay	Grind and Overlay	\$ 2,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	Green Island Road	Jim Oswalt Way	City Limits	Design, PS&E, Construction
2027-28	Reconstruct	Full Reconstruct (AC)	\$ 135,784.00	\$ 135,784.00	\$ -	Brixton Ct	North Hampton Dr	E. End	Design, PS&E, Construction
2027-28	Reconstruct	Full Reconstruct (AC)	\$ 271,568.00	\$ 271,568.00	\$ -	Dorchester Pl	Knightsbridge Wy	S. End	Design, PS&E, Construction
2028-29	Overlay	Mill+Overlay	\$ 308,579.04	\$ 308,579.04	\$ -	Marla Dr	Kilpatric St	Blanco	Design, PS&E, Construction
2028-29	Overlay	Mill+Overlay	\$ 43,718.40	\$ 43,718.40	\$ -	Marla Dr	Kilpatric	240 Feet West	Design, PS&E, Construction
2028-29	Overlay	Mill+Overlay	\$ 45,418.56	\$ 45,418.56	\$ -	Tyler Ct	Kimberly Dr	N. End	Design, PS&E, Construction
2029-30	Reconstruct	Full Reconstruct (AC)	\$ 1,629,408.00	\$ 1,629,408.00	\$ -	Flodsen Rd	American Canyon Road	South City Limits	Design, PS&E, Construction
2029-30	Surface Treatment	Cape Seal	\$ 54,294.37	\$ 54,294.37	\$ -	Corbin Dr	N. End	S. End	Design, PS&E, Construction
2029-30	Surface Treatment	Cape Seal	\$ 36,196.24	\$ 36,196.24	\$ -	Reed Dr	Danrose Dr	Corbin Dr	Design, PS&E, Construction
2029-30	Surface Treatment	Cape Seal	\$ 43,076.52	\$ 43,076.52	\$ -	Bettona Way	San Marco Way	Vinci Way	Design, PS&E, Construction
2029-30	Surface Treatment	Cape Seal	\$ 21,687.83	\$ 21,687.83	\$ -	Blue Elder Ct	Red Clover Wy	East End	Design, PS&E, Construction
2029-30	Surface Treatment	Cape Seal	\$ 21,895.57	\$ 21,895.57	\$ -	Bresso Ct	Vinci Way	E End	Design, PS&E, Construction
2029-30	Surface Treatment	Cape Seal	\$ 12,040.49	\$ 12,040.49	\$ -	Bullrush Ct	Red Clover Wy	East End	Design, PS&E, Construction
2029-30	Surface Treatment	Cape Seal	\$ 20,412.32	\$ 20,412.32	\$ -	Carrara Ct	Vinci Way	East End	Design, PS&E, Construction
2029-30	Surface Treatment	Cape Seal	\$ 17,163.30	\$ 17,163.30	\$ -	Gull	Peacock	E End	Design, PS&E, Construction
2029-30	Surface Treatment	Cape Seal	\$ 101,708.45	\$ 101,708.45	\$ -	Hummingbird	Benton Way	W. Am. Can. Rd	Design, PS&E, Construction
2029-30	Surface Treatment	Cape Seal	\$ 49,059.37	\$ 49,059.37	\$ -	Kensington Wy	Chaucer	Wetlands Edge Rd	Design, PS&E, Construction
2029-30	Surface Treatment	Cape Seal	\$ 31,397.50	\$ 31,397.50	\$ -	Knightsbridge Wy	W. End	Chaucer Ln	Design, PS&E, Construction
2029-30	Surface Treatment	Cape Seal	\$ 62,383.68	\$ 62,383.68	\$ -	Knightsbridge Wy	Chaucer Ln	Elliott Dr	Design, PS&E, Construction
2029-30	Surface Treatment	Cape Seal	\$ 17,163.30	\$ 17,163.30	\$ -	Lark	Peacock	E End	Design, PS&E, Construction
2029-30	Surface Treatment	Cape Seal	\$ 10,469.99	\$ 10,469.99	\$ -	Northhampton Dr	Chaucer	San Marco Way	Design, PS&E, Construction
2029-30	Surface Treatment	Cape Seal	\$ 22,601.88	\$ 22,601.88	\$ -	Northrup Ln	Chaucer	West End	Design, PS&E, Construction
2029-30	Surface Treatment	Cape Seal	\$ 20,482.95	\$ 20,482.95	\$ -	Northrup Ln	Chaucer	West End	Design, PS&E, Construction
2029-30	Surface Treatment	Cape Seal	\$ 109,407.22	\$ 109,407.22	\$ -	Peacock	Humming Bird	Humming Bird	Design, PS&E, Construction
2029-30	Surface Treatment	Cape Seal	\$ 132,669.70	\$ 132,669.70	\$ -	Red Clover Wy	North End	South End	Design, PS&E, Construction
2029-30	Surface Treatment	Cape Seal	\$ 22,435.69	\$ 22,435.69	\$ -	Reed Grass	Redclover	E End	Design, PS&E, Construction
2029-30	Surface Treatment	Cape Seal	\$ 150,319.11	\$ 150,319.11	\$ -	San Marco Way	Wetlands Edge Rd	Bettona Way	Design, PS&E, Construction

2029-30	Surface Treatment	Cape Seal	\$ 209,773.69	\$ 209,773.69	\$ -	Spikerush Cir	S Wetlands Edge Rd	N Wetlands Edge Rd	Design, PS&E, Construction
2029-30	Surface Treatment	Cape Seal	\$ 69,700.21	\$ 69,700.21	\$ -	Vinci Way	San Marco Way	Bettona Way	Design, PS&E, Construction
2029-30	Surface Treatment	Cape Seal	\$ 25,127.97	\$ 25,127.97	\$ -	Water Fern	Redclover	E End	Design, PS&E, Construction

Equivalent Fund Class I / IV Multi-Purpose Paths:

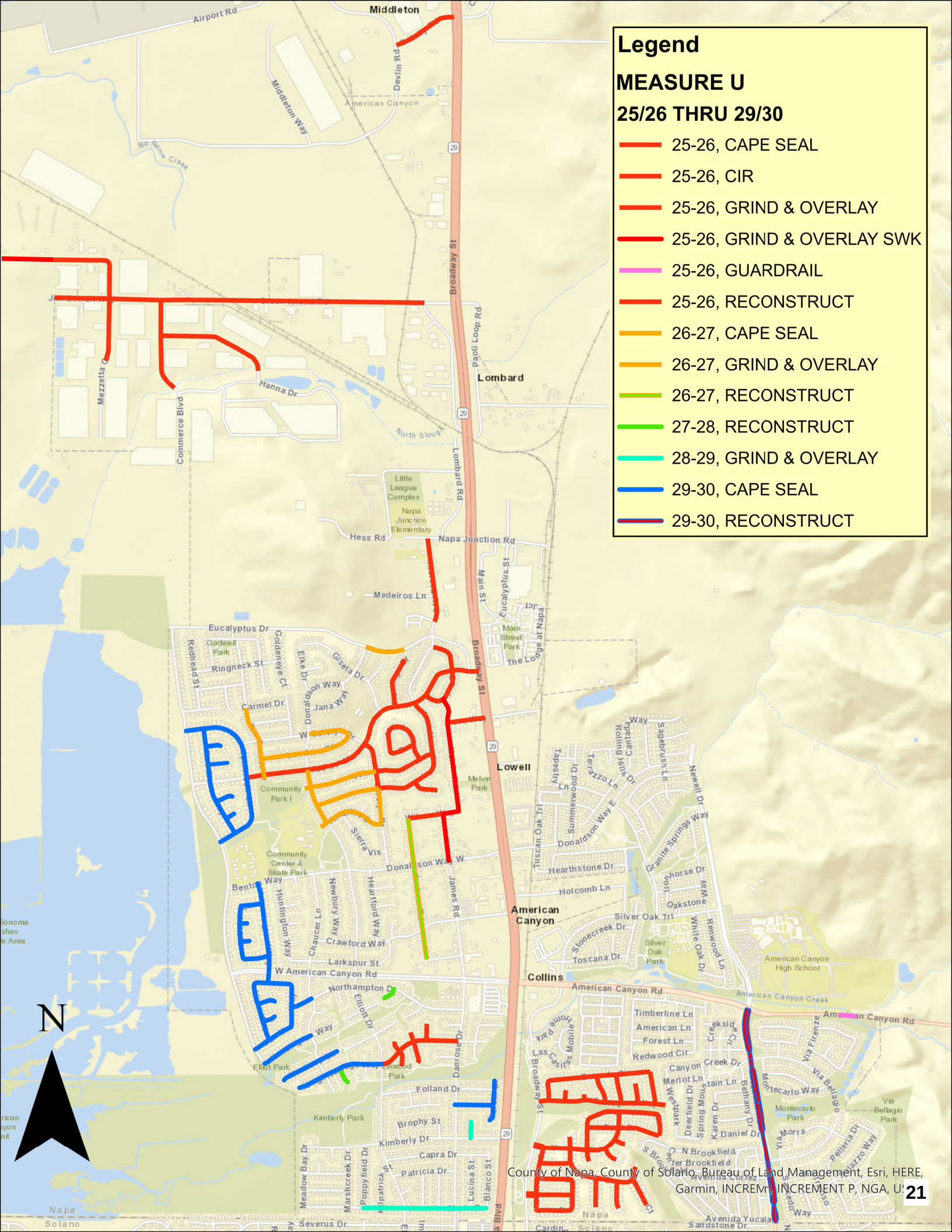
Please provide a five year list of multimodal projects (Class I or IV) beginning in FY 2025-30 (add rows as needed):

[illegible]

Note: The amount of a jurisdiction's annual bike expenditure must be a minimum of 7% of the anticipated revenue amount received from Measure U each year. Estimates by jurisdiction are shown on the table labeled "Measure U Revenue Estimates". Funding for Class I / IV Multi-use path projects that are funded by philanthropy, state discretionary funding or federal discretionary funding shall not count as part of the 7% expenditure obligation required to be eligible to receive Measure U revenues.

Comment: Please provide any additional information to explaining your project list. E.g. This project list is the jurisdiction's CIP, the jurisdiction opted to include additional projects to have flexibility in completing a variety of projects
This project list is an update to the initial Measure U list approved in FY24-25 and includes the addition of three street projects: two Green Island Road projects in 2025-26 and 2027-28 as well as South Kelly Road in 2025-26.

Note: The list will serve as the five-year list of projects required for submittal by each jurisdiction as stated in the Measure U Ordinance. These will be projects that will be delivered, depending on available revenues and when revenues become available. Prior to any allocation, jurisdictions will also be required to submit all of the necessary documentation requested as evidence of a **public meeting** to ensure that the members of the public were able to comment on the proposed project list as well as a Resolution in support of the proposed project list.



Legend

MEASURE U

25/26 THRU 29/30

25-26, CAPE SEAL

25-26, CIR

25-26, GRIND & OVERLAY

25-26, GRIND & OVERLAY SWK

25-26, GUARDRAIL

25-26, RECONSTRUCT

26-27, CAPE SEAL

26-27, GRIND & OVERLAY

26-27, RECONSTRUCT

27-28, RECONSTRUCT

28-29, GRIND & OVERLAY

29-30, CAPE SEAL

29-30, RECONSTRUCT



TITLE

State Route 29 Corridor Improvement Project Update

RECOMMENDATION

Receive a presentation from Napa Valley Transportation Authority (NVTa) regarding the State Route 29 Corridor Improvement Project and provide feedback.

CONTACT

Erica Ahmann Smithies, P.E., Public Works Director

BACKGROUND & ANALYSIS

American Canyon State Route 29 Corridor Improvement Project

The Napa Valley Transportation Authority (NVTa), in cooperation with the California Department of Transportation (Caltrans) and the City of American Canyon (City), proposes roadway improvements along State Route 29 (SR 29) within much of the City limits to address various operational and safety needs along the SR 29 corridor.

In May 2020, NVTa completed the SR 29 Comprehensive Multimodal Corridor Plan. Subsequently, a Project Study Report on the SR 29 corridor in American Canyon was initiated, proposing key enhancements such as improved signal infrastructure and roundabouts. This revision aligned the corridor planning process with the funding requirements outlined in SB 1, meeting the Comprehensive Multimodal Corridor Plan (CMCP) guidelines established by the California Transportation Commission in December 2018.

Following completion of the CMCP update, NVTa moved forward with work to complete a Project Study Report – Project Development Support (PSR-PSD), also referred to as the project initiation document (PID), focusing on a segment of the SR-29 corridor in American Canyon between Napa Junction Road and American Canyon Road. The PID adhered to Caltrans' Project Development Procedures Manual, evaluating high-level project alternatives, defining scope, cost, and schedule for each option.

In February 2023, Caltrans and NVTa finalized the PID, identifying three alternatives, two build and one no-build. The build alternatives propose the following improvements:

- Alternative 1: Enhancements to existing intersection signal infrastructure, featuring transit signal priority for queue jump lanes to optimize traffic flow and operational efficiency.
- Alternative 2: Replace five of six signalized intersections along the corridor with roundabouts, increasing overall circulation whilst providing traffic calming and enhanced intersection safety for all users.

Both build alternatives will construct enhanced transit stops, relocate existing overhead utilities, and replace/construct new bicycle and pedestrian facilities.

On January 16, 2024, City Council authorized Resolution No. 2024-03 authorizing the next stage of project development which is the Project Approval and Environmental Document (PA&ED) phase through a Cooperative Agreement No. 04-2957 with Caltrans and NVTa. This phase of work will further refine the build alternatives identified during the PID, select a preferred build alternative, and produce two key project deliverables - a Project Report securing Caltrans approval and an environmental document ensuring compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

On January 21, 2026, NVTa staff provided an update to the NVTa Board of Directors of the work completed to date as well as the recommended next steps in the PA&ED phase of the project. NVTa is now bringing the same detailed presentation to the American Canyon City Council for information and feedback.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Transportation: "Improve the transportation network within the City to alleviate congestion and enhance the quality of life for the community."

FISCAL IMPACT

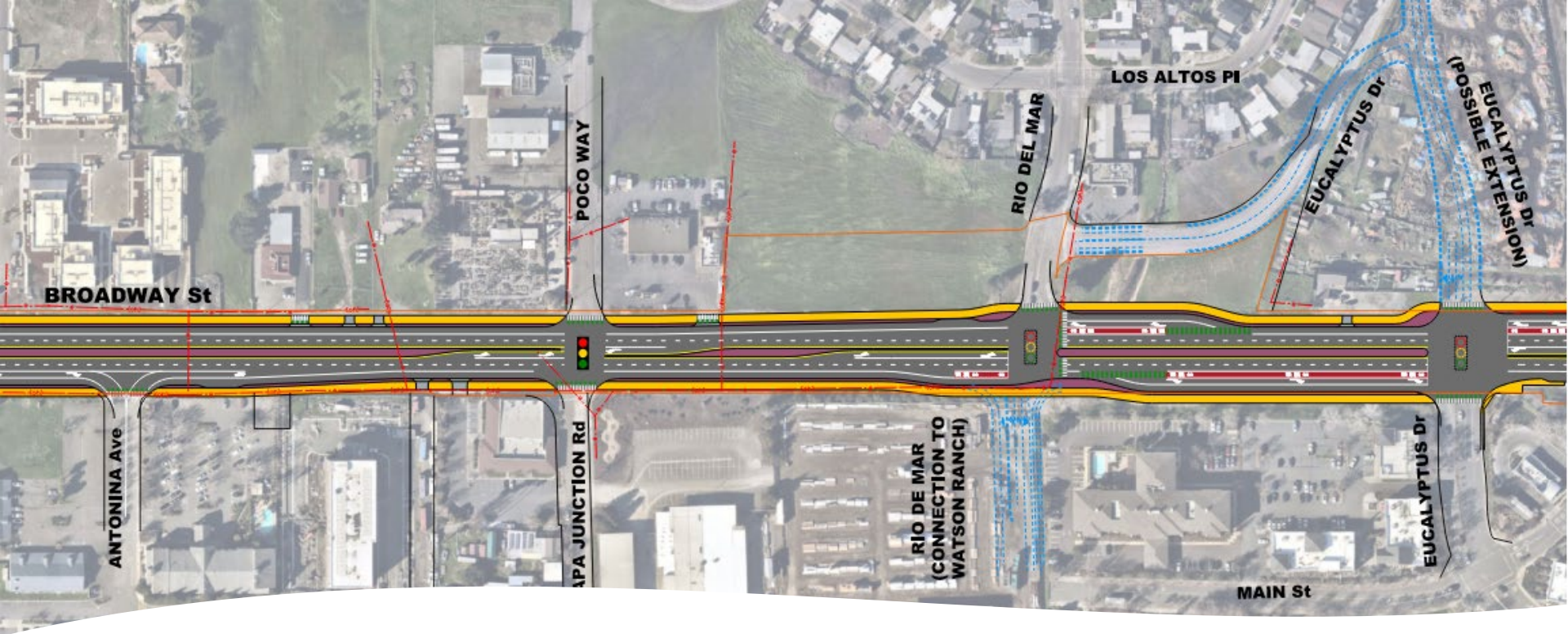
There is no direct fiscal impact to the City at this time.

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

1. [NVTa SR29 Presentation](#)
2. [CC RESOLUTION 2024-03 - ROUTE 29 COORIDOR IMPROVEMENT PROJECT](#)
3. [COOPERATIVE AGREEMENT #2024-03 - CALTRANS - NVTa](#)



NVTA PROJECT UPDATE

AMERICAN CANYON SR-29 CORRIDOR IMPROVEMENTS

- February 3, 2026
- Grant Bailey, P.E.
- Program Manager - Engineer

Purpose of Today's Update

- **Status of Environmental Phase of Work**

- Traffic modeling and existing conditions
- **Critical Milestone:** Intersection Safety & Operational Assessment Process (ISOAP) completed December 2025
- Informs environmental and engineering studies
- Target phase completion - December 2026

- **Alternatives Evaluation**

- Initial Findings from Intersection Safety & Operational Assessment Process (ISOAP) Analysis
- Led to more robust alternative evaluation

- **Additional Engagement**

- Presented this information to NVTA Board of Directors on January 21, 2026



Project Purpose & Need

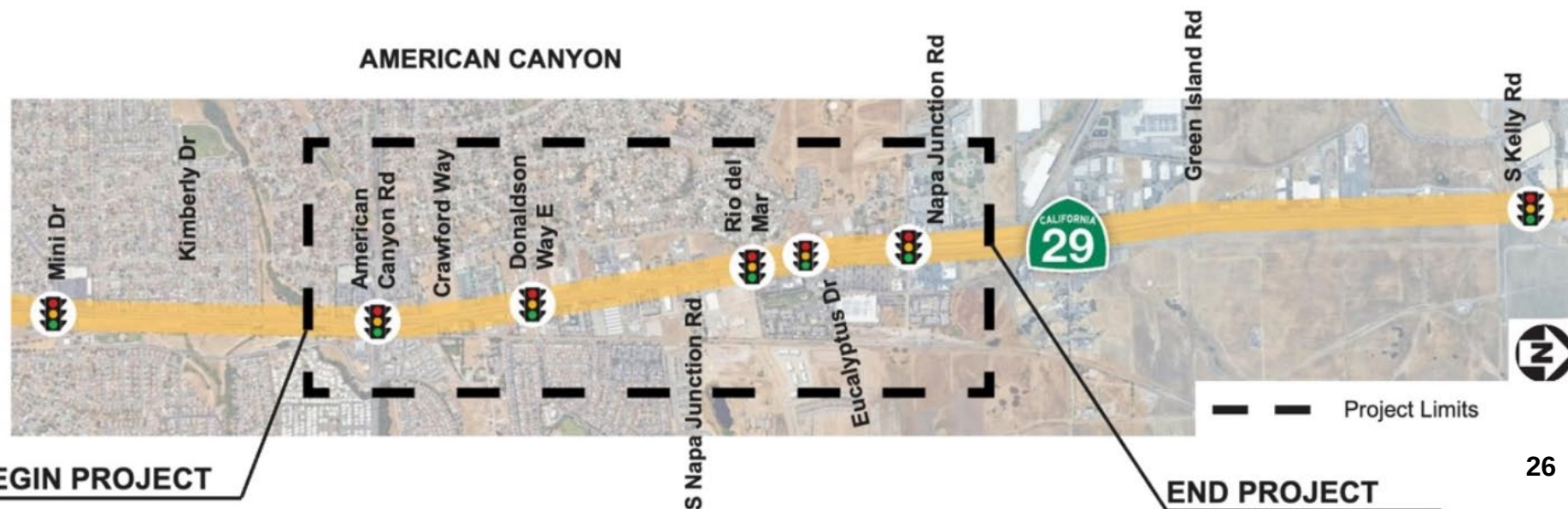
• Purpose

- Improve mobility for all modes
- Improve safety
- Improve transit travel time & reliability
- Support residential and commercial development

• Need

- Corridor currently lacks:
 - Multimodal connectivity
 - Public transit facilities
 - Low level-of-traffic stress routing options
- Intersection constraints lead to extensive queuing & delays
- Number of collisions on the corridor exceeds state average for similar facilities

AMERICAN CANYON



American Canyon SR 29 Corridor

Project Alternatives

- **No Build Alternative**
 - Conditions remain as-is
- **Alternative 1:**
 - Signalization improvements and coordination throughout corridor
 - Business access and transit (BAT) lanes
 - Transit priority/queue jump
- **Alternative 2:**
 - Multilane roundabouts at six intersections
 - American Canyon Rd will remain signalized
- **Work Common to Both Alternatives:**
 - Construct physically separated Class I shared use path
 - Lower speed limit from 50 MPH to 35 MPH
 - Construct 4 bus stops or bus islands
 - Construct mobility hub
 - Reconfigure intersections to improve pedestrian crossings



Alternative #1 Advantages

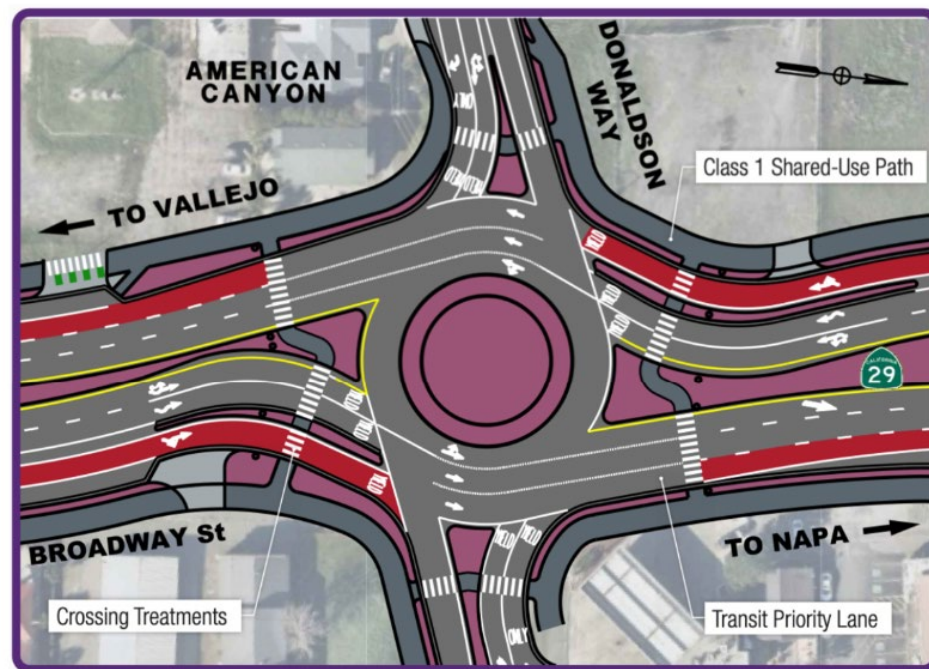
- **Traffic Operations & Intersection Level of Service**
 - Alternative 1 offers improved LOS
- **Transit Reliability**
 - Business Access and Transit (BAT) Lanes
 - Queue Jump Lanes
- **ROW**
 - Limited property acquisitions and driveway impacts
- **Vehicle Miles Traveled (VMT)**
 - No increase in VMT
- **Alternative #1 Supports:**
 - Transit reliability
 - Emergency response times
 - Limited ROW impacts
 - Improved mobility for all modes (including bikes/pedestrians)



ALTERNATIVE 1 - SIGNALIZED

Alternative #2 Advantages

- **Injury collision reduction potential**
 - Alternative 2 carries higher crash reduction potential
- **Local/public preference**
 - General sentiment from public workshop was a preference for roundabouts
 - Roundabout carry a public perception of improved traffic flow
- **Alternative #2 Supports**
 - Potentially reduced incidence of collision
 - Improved mobility for all modes (including bikes/pedestrians)



ALTERNATIVE 2 - ROUNDABOUTS

Signalization Improvements

- **Additional Signals**
 - Crawford Wy
 - Poco Wy / S Napa Junction
- **Side Street Improvements**
 - Additional Turning Lanes
 - New Crosswalks across SR 29
- **Signal Coordination**
 - Adaptive Signal Coordination
 - Driven by actual vehicle volumes
- **Why?**
 - Minimize side street delays and accommodate future land use growth
 - Regulate N-S vehicle throughput
 - Transit Queue Jumps and Transit Signal Priority at all signalized Intersections
 - Easier and safer pedestrian crossings



LESS EMISSIONS



SHORTER COMMUTES

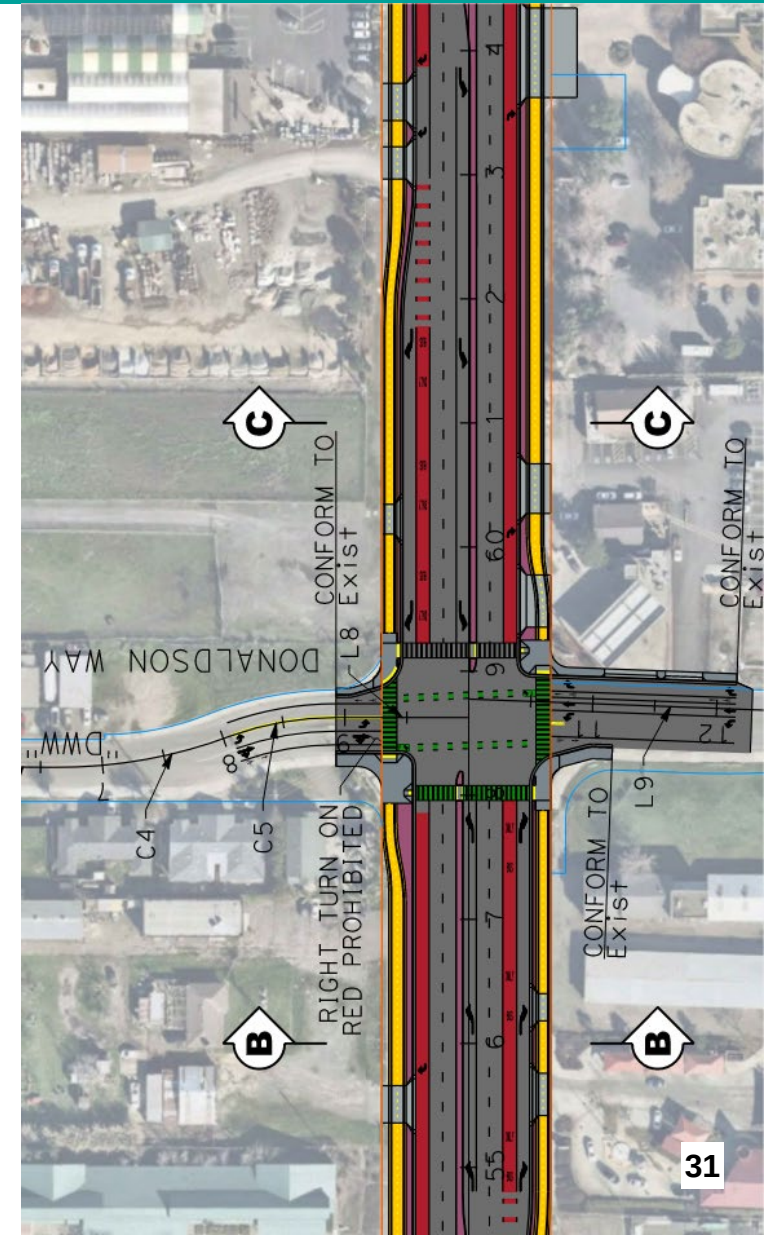


ENHANCED SAFETY

Business Access & Transit Lanes

Benefits:

- **Transit**
 - Efficiently and reliably move transit vehicles through the corridor
 - Couple with intersection queue jumps and transit signal priority (TSP) technology
- **Local Access**
 - Acceleration/deceleration lane for commercial & residential facilities along the corridor
 - Improves operations between intersections
 - Limits impacts to and consolidation of existing driveways
- **Standard Shoulder**
 - Accommodates vehicle breakdowns
- **Enforcement**
 - Technology driven
 - Signal-mounted enforcement cameras
 - Potential for bus-mounted enforcement cameras



Intersection Operation Evaluation Results

Intersection Level of Service (LOS)					
		Alternative 1 - Signals		Alternative 2 - Roundabouts	
Level of Service	<i>Existing Conditions 2025 AM (PM)</i>	<i>Opening Year 2030 AM (PM)</i>	<i>Design Year 2050 AM (PM)</i>	<i>Opening Year 2030 AM (PM)</i>	<i>Design Year 2050 AM (PM)</i>
During Peak Period					
Crawford Way	B(F)	C (B)	B (B)	B (C)	C (E)
Donaldson Way	C(C)	C (C)	C (D)	F (E)	F (F)
Poco Way/S Napa Junction Rd	E(D)	A (D)	A (F)	F (C)	F (E)
Rio Del Mar	C(B)	C (D)	E (D)	F (D)	F (F)
Eucalyptus Dr	B(B)	A (C)	E (E)	F (E)	F (F)
Napa Junction Rd	D(E)	D (C)	D (D)	F (E)	F (F)

LOS Key			Average Delay (seconds/vehicle)	
			Signalized	Unsignalized
Acceptable LOS	A-B-C	Acceptable	0-25	0-25
	D	At Capacity	35-55	25-35
Unacceptable LOS	E	Poor	55-80	35-50
	F	Failure	>80	>50

Alternative Evaluation

Evaluation Criteria

-  Purpose & Need
-  Traffic
-  Transit
-  Bike & Ped
-  Vehicle Miles Traveled (VMT)
-  Safety
-  Cost
-  Environmental
-  Caltrans Concerns
-  Local Agency Preference
-  Local Impacts



Methodology

- Qualitative and quantitative criteria
- Based on adopted plans, traffic modeling, cost estimates and safety data
- Equal weighting
- Evaluation is comparative
- Alternatives can tie



Cost, Right of Way & Delivery

- **Costs**

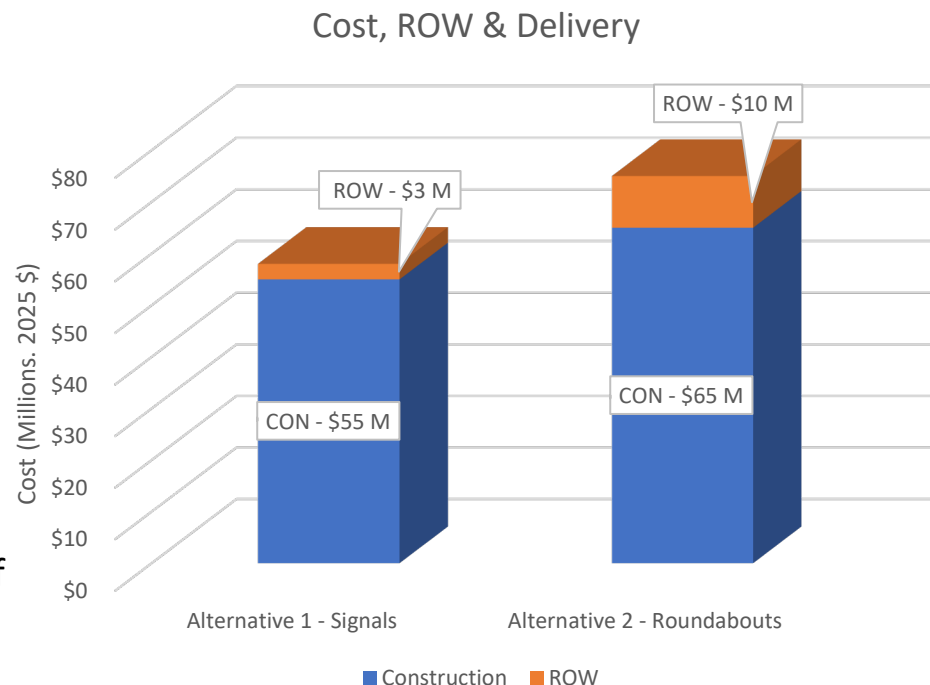
- Alt 1: ~\$58M (ROW & Construction)
- Alt 2: ~\$75M (ROW & Construction)

- **ROW**

- Alt 1: minimal impacts to public right of way and private property corners
- Alt 2: major acquisitions, potential structure demolitions

- **Alternative 2 Delivery Risk**

- Limited use of three-lane roundabouts in California
- No examples in the proposed configuration of multiple consecutive roundabouts
- Potential VMT mitigation could increase costs



Alternative Evaluation Results

Evaluation Criteria	Contributing Factors	Alternative 1	Alternative 2
Purpose and Need	Alternative accomplishes points outlined in the purpose and need of the project.	1	1
Traffic	Better Intersection Level of Service During Peak Period	1	0
Transit	Better improves transit operations	1	0
Bike and Ped	Better improves Pedestrian and Bike Connectivity	0	0
VMT	No VMT Increase	1	0
Safety	CMF Qualitative Analysis	0	1
Cost	Lower Total Project Cost	1	0
Environmental	Less environmental impacts	0	0
Department of Transportation Concerns	Caltrans has less concerns related to nonstandard design	1	0
Local Preference	Alternative preferred by users and local residents	0	1
City Preference	Alternative preferred by City Council & Staff	TBD	TBD
Local Impacts	Less Temporary construction impacts	0	0
	Less Right of Way impacts	1	0
	Less Significant Driveway Impacts	1	0
TOTAL		8	3

Next Steps

- **Staff recommendation**
 - Carry forward Alternative #1 for environmental clearance
 - Do not carry Alternative #2 forward
- **Benefits**
 - Accelerates phase completion to the end of 2026
 - Limits use of additional resources to further evaluate Alternative #2



Q&A – Thank you!



LOS Table with No Build Conditions

Expanded Intersection Level of Service (LOS)							
		No Build Alternative		Alternative 1 - Signals		Alternative 2 - Roundabouts	
Level of Service	Existing Conditions 2025 AM (PM)	Opening Year 2030 AM (PM)	Design Year 2050 AM (PM)	Opening Year 2030 AM (PM)	Design Year 2050 AM (PM)	Opening Year 2030 AM (PM)	Design Year 2050 AM (PM)
During Peak Period							
Crawford Way	B(F)	F(F)	F(E)	C (B)	B (B)	B (C)	C (E)
Donaldson Way	C(C)	D(C)	F(D)	C (C)	C (D)	F (E)	F (F)
Poco Way/S Napa Junction Rd	E(D)	F(E)	F(F)	A (D)	A (F)	F (C)	F (E)
Rio Del Mar	C(B)	D(C)	F(F)	C (D)	E (D)	F (D)	F (F)
Eucalyptus Dr	B(B)	B(B)	F(F)	A (C)	E (E)	F (E)	F (F)
Napa Junction Rd	D(E)	D(F)	F(F)	D (C)	D (D)	F (E)	F (F)

LOS Key			Average Delay (seconds/vehicle)	
			Signalized	Unsignalized
Acceptable LOS	A-B-C	Acceptable	0-25	0-25
	D	At Capacity	35-55	25-35
Unacceptable LOS	E	Poor	55-80	35-50
	F	Failure	>80	>50

Traffic Modeling Methodology

- Regional Model Covers All Counties.
 - Focused on Solano and Napa Counties
- Project specific Sub-Area to capture major changes in land use and traffic circulation.
- Model also includes the City of American Canyon General Plan changes and growth projections.
 - i.e. Watson Ranch Development
- Developed regional and local volumes.

Solano Napa Area Base Model (SNABM) Sub-Area Mode (Focus on Project Study Area)



RESOLUTION NO. 2024-03

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE COOPERATIVE AGREEMENT 04-2957 WITH CALTRANS AND NAPA VALLEY TRANSPORTATION AUTHORITY FOR PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT PHASE SERVICES ASSOCIATED WITH THE AMERICAN CANYON STATE ROUTE 29 CORRIDOR IMPROVEMENT PROJECT

WHEREAS, the Napa Valley Transportation Authority (NVTa), in cooperation with the California Department of Transportation (Caltrans) and the City of American Canyon (City), proposes roadway improvements along State Route 29 (SR 29) within much of the City limits to address various operational and safety needs along the SR 29 corridor; and

WHEREAS, the proposed SR29 corridor improvements will include transit, bicycle, pedestrian infrastructure and beautification; and

WHEREAS, in 2023 Caltrans and NVTa completed a project initiation document (PID) focusing on a segment of the SR 29 corridor in American Canyon between Napa Junction Road and American Canyon Road; and

WHEREAS, the next stage of project development is the Project Approval and Environmental Document (PA&ED) phase. This phase of work will further refine the build alternatives identified during the PID, select a preferred build alternative, and produce two key project deliverables - a Project Report securing Caltrans approval and an environmental document ensuring compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA); and

WHEREAS, when a project exists in Caltrans right of way, a cooperative agreement is necessary between all parties to define roles and responsibilities around project delivery, funding and oversight; and

WHEREAS, NVTa will be taking lead on the project with Caltrans in regard to establishing the scope of work and securing financial resources to fund the work while the City's responsibilities, as outlined in the agreement, will be primarily focused on project coordination with NVTa, community outreach, public meetings, and circulation of environmental documentation; and

WHEREAS, in Cooperative Agreement 04-2957 Caltrans will commit \$955,000 of settlement funding previously paid by the City to Caltrans pursuant to a 2006 Settlement Agreement and Release to support the PA&ED phase of the project; and

WHEREAS, NVTa has secured and committed an additional \$750,000 in Regional Measure 3 funding and \$3,000,000 in One Bay Areas Grant Cycle 3 funding for a total budget of \$4,705,000; and

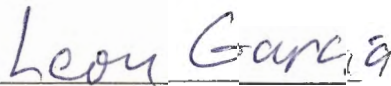
WHEREAS, planned expenditures for the PA&ED phase of the project are not anticipated to exceed \$4,683,632.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby authorizes the City Manager to execute Cooperative Agreement 04-2957 with Caltrans and Napa Valley

Transportation Authority for Project Approval and Environmental Document phase services associated with the American Canyon State Route 29 Corridor Improvement Project.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 16th day of January, by the following vote:

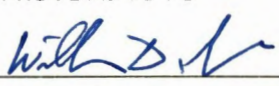
AYES:	Council Members Aboudamous, Joseph, Washington, Vice Mayor Oro, and Mayor Garcia
NOES:	None
ABSTAIN:	None
ABSENT:	None



Leon Garcia, Mayor

ATTEST:


Taresa Geilfuss, CMC, City Clerk

APPROVE AS TO FORM:


William D. Ross, City Attorney

COOPERATIVE AGREEMENT COVER SHEET

Work Description

SR 29 AMERICAN CANYON MULTI-MODAL CORRIDOR IMPROVEMENT PROJECT WOULD MAKE ROADWAY IMPROVEMENTS ALONG STATE ROUTE 29 (SR 29) BETWEEN POST MILES 0.69 AND 2.05. PROPOSED IMPROVEMENTS INCLUDE TRANSIT, BICYCLE AND PEDESTRIAN INFRASTRUCTURE. THREE ALTERNATIVES WERE DEVELOPED DURING THE PROJECT STUDY REPORT-PROJECT DEVELOPMENT SUPPORT PHASE, 2 BUILD AND 1 NO BUILD. BUILD ALTERNATIVE 1 EVALUATES IMPROVEMENT OF EXISTING SIGNALIZED INTERSECTIONS INCLUDING SIGNAL OPERATIONAL IMPROVEMENTS, ADAPTIVE TECHNOLOGY, AND QUEUE JUMPS WITH AUXILIARY LANES. BUILD ALTERNATIVE 2 EVALUATES INTERSECTION OPERATIONAL IMPROVEMENTS BY REPLACING EXISTING SIGNALIZED INTERSECTIONS WITH ROUNDABOUTS. STREET BEAUTIFICATION, BIKE AND PEDESTRIAN INFRASTRUCTURE, AND SIGNAGE AND WAYFINDING IMPROVEMENTS ARE PROPOSED UNDER BOTH BUILD ALTERNATIVES

Contact Information

CALTRANS

Amani Meligy, Regional Project Manager for Napa County

111 Grand Avenue

Oakland, CA 94612

Office Phone: (510) 286-5103

Email: amani.meligy@dot.ca.gov

NAPA VALLEY TRANSPORTATION AUTHORITY

Danielle Schmitz, Capital Development & Planning

625 Burnell Street

Napa, CA 94559

Office Phone: (707) 259-5968

Email: dschmitz@nvta.ca.gov

CITY OF AMERICAN CANYON

Erica Ahmann Smithies, Public Works Director

Napa, CA 94559

Office Phone: (707) 647-4360

Email: esmithies@cityofamericancanyon.org

COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from February 29, 2024, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Napa Valley Transportation Authority, a California joint powers authority, referred to hereinafter as NVTa; and

City of American Canyon, a public corporation/entity, referred to hereinafter as CITY.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *SR 29 American Canyon Multi-modal Corridor Improvement Project* would make roadway improvements along State Route 29 (SR 29) between Post miles 0.69 and 2.05. Proposed improvements include transit, bicycle and pedestrian infrastructure. Three alternatives were developed during the Project Study Report-Project Development Support phase, 2 build and 1 no build. Build alternative 1 evaluates improvement of existing signalized intersections including signal operational improvements, adaptive technology, and queue jumps with auxiliary lanes. Build alternative 2 evaluates intersection operational improvements by replacing existing signalized intersections with roundabouts. Street beautification, bike and pedestrian infrastructure, and signage and wayfinding improvements are proposed under both build alternatives will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Design Engineering Evaluation Report, or Project Report).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:

- PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. No PROJECT deliverables have been completed prior to this AGREEMENT.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds committed in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. NVT A is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- NVTa is the Project Approval and Environmental Document (PA&ED) IMPLEMENTING AGENCY.

PA&ED includes the completion of the Final Environmental Document and the Project Report (documenting the project alternative selection).

11. NVTa will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are implementing. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and concurrence.
12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

14. PARTIES will not be reimbursed for costs beyond the funding commitments in this AGREEMENT.
15. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT, subject to program limitations, will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
16. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

17. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

18. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
19. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that NVTA's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

20. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
21. Per National Environmental Policy Act (NEPA) assignment and California Environmental Quality Act (CEQA) statutes, CALTRANS will perform environmental document quality control and NEPA assignment review procedures for environmental documentation. CALTRANS quality control and quality assurance procedures for all environmental documents are described in Chapter 38 of the Standard Environmental Reference (SER), available at <https://dot.ca.gov/programs/environmental-analysis/standard-environmental-reference-ser/volume-1-guidance-for-compliance/ch-38-nepa-assignment>. This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.
22. NVTA will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

23. NVTA and CITY, including any employee, agent, consultant or sub-consultant retained by the NVTA and CITY, shall implement uniform document control policies necessary to retain all records and electronically stored information associated with the WORK, including but not limited to those records identified in California Public Resources Code, Section 21167.6, and including email and attachments, in a manner consistent with the CALTRANS Uniform Filing System and the “Final Caltrans Environmental Records Retention Policy”, available at <https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/ser/nepa-recordretention-policy-final-all.pdf>. These records, along with an index of the records, shall be provided to CALTRANS within 60 days of CALTRANS’ written request.

CEQA/NEPA Lead Agency

24. NVTA is the CEQA Lead Agency for the PROJECT.
25. CALTRANS is a CEQA Responsible Agency for the PROJECT.
26. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

27. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTY’s responsibilities in this AGREEMENT.
28. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
29. It is expected that the PROJECT requires the following environmental permits/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS	
404, US Army Corps Of Engineers	
401, Regional Water Quality Control Board	
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board	

Project Approval and Environmental Document (PA&ED)

30. As the PA&ED IMPLEMENTING AGENCY, NVTA is responsible for all PA&ED WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
31. CALTRANS will be responsible for completing the following PA&ED activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.10.10.xx Quality Management	No
165.15.15.xx Essential Fish Habitat Consultation	Yes
165.15.15.xx Section 7 Consultation	Yes
165.25.25 Approval to Circulate Resolution	Yes
180.10.05.45 Section 7 Consultation	Yes
180.15.05 Record of Decision (NEPA)	Yes

32. Any PARTY preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.
33. NVTA will provide written notice of the initiation of environmental studies to the NEPA Lead Agency prior to completing any other PA&ED phase work.

California Environmental Quality Act (CEQA)

34. The CEQA Lead Agency will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.
35. Any PARTY involved in the preparation of CEQA documentation will prepare the documentation to meet CEQA requirements and follow the CEQA Lead Agency's standards that apply to the CEQA process.

36. CALTRANS is a CEQA Responsible Agency for the PROJECT and is responsible for review, comment, and concurrence on all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.
37. Any PARTY preparing any portion of the CEQA documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.
38. If the CEQA Lead Agency makes any changes to the CEQA documentation, the CEQA Lead Agency will allow CALTRANS to review, comment, and concur on those changes prior to the CEQA Lead Agency's approval at appropriate stages of development prior to public availability.
39. If the CEQA Lead Agency makes any changes to CEQA-related public notices, then the CEQA Lead Agency will allow CALTRANS to review, comment, and concur on those changes prior to publication and circulation.
40. The CEQA Lead Agency will attend all CEQA-related public meetings.
41. If a PARTY who is not the CEQA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the CEQA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the CEQA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA Lead Agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

National Environmental Policy Act (NEPA)

42. Pursuant to Chapter 3 of Title 23, United States Code, Sections 326 and 327, CALTRANS is the NEPA Lead Agency for the PROJECT. CALTRANS is responsible for NEPA compliance, will determine the type of NEPA documentation, and will cause that documentation to be prepared in accordance with NEPA requirements.

CALTRANS, as the NEPA Lead Agency for PROJECT, is responsible for the review, comment, and approval of all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination and obtain, renew, or amend approvals pursuant to the Federal Endangered Species Act, and Essential Fish Habitat.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination approvals pursuant to Section 106 of the National Historic Preservation Act.

43. Any PARTY involved in the preparation of NEPA documentation will follow FHWA and CALTRANS standards that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Toolkit (available at <http://environment.fhwa.dot.gov/index.asp>) and the CALTRANS Standard Environmental Reference.
44. Any PARTY preparing any portion of the NEPA documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.
45. NVTa and CITY will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. NVTa will submit all notices to CALTRANS for CALTRANS' review, comment, and approval prior to publication and circulation.
- CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.
46. The NEPA Lead Agency will attend all NEPA-related public meetings.
47. NVTa and CITY will submit all NEPA-related public meeting materials to CALTRANS for CALTRANS' review, comment, and approval at least ten (10) working days prior to the public meeting date.

48. If a PARTY who is not the NEPA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the NEPA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the NEPA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the NEPA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the NEPA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The NEPA Lead Agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

49. NVTA and CITY will ensure that the PROJECT is included in the approved Federal Statewide Transportation Improvement Program (FSTIP) prior to the NEPA Lead Agency's approval of the environmental document.

Schedule

50. PARTIES will manage the WORK schedule to ensure the timely use of committed funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.
51. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with written monthly progress reports during the completion of the WORK.

Additional Provisions

Standards

52. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Standard Environmental Reference
- Highway Design Manual
- Encroachment Permits Manual

Noncompliant Work

53. CALTRANS retains the right to reject noncompliant WORK. NVTa agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

54. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

55. NVTa and CITY will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

56. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. NVTA, CITY, their contractors, consultants, agents, and utility owners will not work within the SHS right-of-way without an encroachment permit which specifically allows them to do so. CALTRANS will provide encroachment permits to NVTA and CITY at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
57. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

58. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

59. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

60. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

61. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

62. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
63. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds committed in this AGREEMENT.

64. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. NVT A, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to PROJECT schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be paid from funds that are independent of the funds committed in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

65. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

NVTA, CITY and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and NVTA each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. NVTA will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

66. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

67. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
68. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
69. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

70. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

71. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

72. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), and NVTa will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

73. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
74. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

75. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

76. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgments and Settlements

77. The cost of awards, judgments, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
78. The cost of legal challenges to the environmental process or documentation are considered WORK costs.
79. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Project Files

80. NVTa and CITY will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. NVTa will assure that the Project History File is prepared and submitted in compliance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and in PDF format.

GENERAL CONDITIONS

81. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

Venue

82. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

83. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

84. Neither CALTRANS, CITY nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by NVTA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon NVTA under this AGREEMENT. It is understood and agreed that NVTA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS, CITY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by NVTA, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
85. Neither NVTA, CITY nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless NVTA, CITY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
86. Neither CALTRANS, NVTA nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS, NVTA and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

87. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.

88. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

89. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

90. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

91. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

92. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of NVTa will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

93. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

94. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

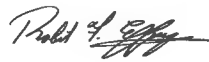
When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION



Robert Effinger
Acting Deputy District Director, Design

Verification of funds and authority:



Jeffrey Kuchnel
District Budget Manager

Certified as to financial terms and policies:



Nadine Karavan
HQ Accounting Supervisor

NAPA VALLEY TRANSPORTATION AUTHORITY



Kate Miller (Feb 26, 2024 18:29 PST)

Kate Miller
Executive Director

Attest:



Laura Sanderlin
Board Secretary

Approved as to form and procedure:



Osman Mufti (Feb 26, 2024 15:58 PST)

Osman Mufti
NVT General Counsel

CITY OF AMERICAN CANYON


Jason Holley (Feb 27, 2024 10:13 PST)

Jason Holley
City Manager

Attest:


Taresa Geilfuss
City Clerk

Approved as to form and procedure:


William D. Ross
City Attorney

FUNDING SUMMARY NO. 01

<u>FUNDING TABLE</u>			
Source	Party	Fund Type	PA&ED
			Totals
LOCAL	CALTRANS	Settlement ^M	955,000
LOCAL-FEDERAL	NVTA	RSTP	3,000,000
LOCAL	NVTA	Local	500,000
Totals			4,455,000

^MNon-federal match

<u>SPENDING SUMMARY</u>			
v 2			
Fund Type	PA&ED		Totals
	CALTRANS	<u>NVTA</u>	
Settlement	0	955,000	955,000
RSTP	0	3,000,000	3,000,000
Local	500,000	0	0
Totals	500,000	3,955,000	4,455,000

Funding

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
4. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with Local Assistance Procedures Manual, 2 CFR, Part 200 and Chapter 5. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.
5. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources (CalHR) rules current at the effective date of this AGREEMENT.

If NVTa invoices for rates in excess of CalHR rates, NVTa will fund the cost difference and reimburse CALTRANS for any overpayment.

6. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.
7. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the funding guidelines for all contributed funds that are programmed and allocated by the CTC.

Invoicing and Payment

8. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, NVTa will pay invoices within five (5) calendar days of receipt of invoice.
9. If NVTa has received EFT certification from CALTRANS then NVTa will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
10. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.
11. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then NVTa will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
12. If CALTRANS reimburses NVTa for any costs later determined to be unallowable, NVTa will reimburse those funds.

Project Approval and Environmental Document (PA&ED)

13. CALTRANS will invoice NVT A for a \$45,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of PA&ED expenditures. This deposit represents two (2) month's estimated costs for Local funds.

Thereafter, PARTIES will invoice and reimburse for actual costs incurred and paid.

Cooperative Agreement 04-2957 Execution Process

Final Audit Report

2024-02-29

Created:	2024-02-22
By:	Caltrans.Coop Execution (Caltrans.Coop.Execution@dot.ca.gov)
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✔ Agreement completed.
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CITY COUNCILMEMBER REPORT

Council Meeting Date: 02/03/2026

Submitted by: Mayor Pierre Washington

Event Date: 28/01/2026

Event Type Community Event

Event Title: Ribbon Cutting for Wetlands Edge Park Outdoor Education Project

Event Report: On Wednesday, January 28th, the council, City Staff, led by City Manager Jason Holley and Deputy City Manager Allie Ikeda, educators, and community advocates celebrated the ribbon cutting of the Outdoor Education Project, a meaningful investment in environmental stewardship, education and community connection.



Event Date: 29/01/2026

Event Type Community Event

Event Title: Napa River Ecology Center -Winter Open House

Event Report: As American Canyon continues to grow, our responsibility grows with it. Facilities like this help ensure that progress and sustainability move hand in hand.

This ECO Center is an investment in our kids, our neighborhood, and the legacy we leave behind.

I want to especially thank Janelle Sellick and her incredible team for her leadership, vision and hard work to make this possible, and our community is better because of it.

Event Date: 30/01/2026

Event Type Committee Report

Event Title: Napa Youth Council

Event Report: On Friday, January 30, I met with the Napa Youth Council where they presented an overview of tobacco related data highlighting ongoing concerns regarding youth access to Tobacco and nicotine products, trends showing the impact of Tobacco use on youth health and disparities in Tobacco exposure and marketing that affect young people. The data reinforced the need for continued prevention efforts and policy level solutions.



Event Date: 31/12/2025

Event Type Community Event

Event Title: American Canyon Choir Crabfeed

Event Report: Another successful fund-raising event for the American Canyon Choir Crab feed. Fun, Food and Fellowship.



Future Agenda Items

February 4, 2026, OSATS. 6:30 p.m.

Selection of Chair / Vice Chair
American Canyon Bicycle Friendly Designation
Application
Parks and Trail Signage Update

February 5, 2026, Finance Subcom. 1:00 a.m.

Mid-year Budget Review
Fiscal Policy Update Work Program

February 6, 2026, Special City Council 9:00 a.m.

Annual Strategic Plan

February 12, 2026, PCS Comm. 6:30 p.m.

Pickleball Discussion
Inflatable Play Equipment Policy Update

February 17, 2026, City Council 6:30 p.m.

Acknowledging Ramadan
Mid-year Budget Review & Adjustments
Annual Comprehensive Financial Report and
2024-25 Year End Results

February 26, 2026, Planning Comm. 6:30 p.m.

Enclave at Canyon Estates Setback Variance
Housing Element and General Plan Annual
Report

March 3, 2026, City Council 6:30 p.m.

Acknowledging Holi
National Women's History Month
Human Resources Annual Update
Utilities Update
Communications Update

March 4, 2026, OSATS Comm. 6:30 p.m.

Countywide Active Transportation Plan
FY2026/27 CIP Discussion

March 12, 2026, PCS Comm. 6:30 p.m.

FY2026/27 CIP Discussion
Develop Adult Fee Waiver Program

March 17, 2026, City Council. 6:30 p.m.

American Red Cross Month
Sites Project Update

March 26, 2026, Planning Comm. 6:30 p.m.

TBD

April 1, 2026, OSATS Comm. 6:30 p.m.

Parks and Community Services Master Plan
Active Transportation Plan - General Plan
Amendment

April 7, 2026, City Council 6:30 p.m.

Arts Month
Sexual Assault Awareness Month
National Volunteer Week
Annual Police Report

April 9, 2026, PCS Comm. 6:30 p.m.

Meeting Cancelled

Unscheduled Council Directed Items			
Item	Councilmember	Date of Vote	Notes
All Electric Reach Code (Discussion only)	Joseph	11/7/2023	On hold pending RCAAP and Berkeley litigation.
Food Ware Ordinance	Joseph	9/17/2024	On hold, pending RCAAP
Purple Heart Designation	Washington	10/15/2024	In progress, Council date TBD
Clarke Ranch Improvements	Oro	12/16/2025	In progress, Council date TBD
Review of Inclusionary Housing Ordinance	Joseph	01/20/2026	In progress, Council date TBD