



REGULAR CITY COUNCIL MEETING AGENDA

City Hall - Council Chambers
4381 Broadway St., Suite 201, American Canyon
June 17, 2025
6:30 PM

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

2:00 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

2:00 P.M. CLOSED SESSION ITEMS

1. **Conference with Legal Counsel – Anticipated Litigation. Authorized pursuant to Government Code Section 54956.9 (d)(2). Three (3) Matters.**
2. **Conference with Legal Counsel - Existing Litigation. Authorized pursuant to Government Code Section 54956.9(d)(1):**
 - a. ***City of American Canyon v. City of Vallejo, et al.*** (Sacramento Superior Court Case No. 34-2022-00327471).
 - b. ***City of Vallejo v. City of American Canyon et al.*** (Third District Court of Appeal Case No. C102070; formerly Sacramento County Superior Court Case No. 23WM000055).
 - c. ***City of Vallejo v. City of American Canyon et al.*** (Sacramento County Superior Court Case No. 24WM000078).
 - d. ***City of Vallejo v. City of American Canyon et al.*** (Marin County Superior Court Case No. CV0003752).
 - e. ***Cherri Walton v. City of American Canyon*** (Napa Superior Court Case No. 25CV000796).
 - f. ***Joanne Perez v. City of American Canyon*** (Napa County Superior Court Case No. 23CV001474).
3. **Matters Relating to Public Employment - Public Employee Appointment Pursuant to**

Government Code Section 54957(b).

Position: City Attorney

4. **Matters Relating to Public Employment: Public Employee Performance Evaluations (pursuant to Gov. Code section 54957)**
Positions: Jason Holley, City Manager

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

CALL TO ORDER - COUNCIL TO RECONVENE IN OPEN SESSION

PLEDGE OF ALLEGIANCE

ROLL CALL - OPEN SESSION

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

PROCLAMATIONS AND PRESENTATIONS

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

5. **Minutes of Regular City Council Meeting held on June 3, 2025**
Recommendation: Approve the minutes of Regular City Council Meeting held on June 3, 2025.
6. **Report Upon Return from Closed Session for June 3, 2025**
Recommendation: Approve the Report Upon Return from Closed Session for the Regular City Council Meeting held on June 3, 2025.
7. **Minutes of Special City Council Closed Session Meeting held on June 6, 2025**
Recommendation: Approve the minutes of the Special City Council Closed Session Meeting held on June 6, 2025.
8. **Telstar Instruments Agreement**
Recommendation: Adopt a Resolution approving an agreement with Telstar Instruments for a SCADA upgrade solution for the water reclamation facility in an amount not to exceed \$250,000.

9. **Coastland Construction Inspection, Task Order #6**
Recommendation: Adopt a Resolution authorizing the City Manager to execute Task Order #6 with Coastland Civil Engineering, Inc. for Construction Inspection services in an amount not to exceed \$500,000.
10. **Chemical Purchases FY2025-26**
Recommendation: Adopt a Resolution authorizing the purchase of chemicals for the Water Enterprise in the amount not to exceed \$585,000; for the Wastewater Enterprise in the amount of \$45,000 and for the Recycled Water Enterprise in the amount of \$80,000 for FY 2025/26.
11. **Taylor Bailey Construction Amendment No. 2**
Recommendation: Adopt a Resolution authorizing Amendment No. 2 to Agreement No. 2024-A134 with Taylor Bailey Construction for Independent Contractor Services in conjunction with the Water Treatment Plant septic system replacement for a total not to exceed \$114,999.01.
12. **City Hall Roof Replacement Award of Contract**
Recommendation: Adopt a Resolution awarding a contract to Modern Method Roofing in the amount of \$105,850 and authorizing the Public Works Director to approve contract change orders in an aggregate amount not to exceed the budget of \$140,000 in conjunction with the City Hall Roof Replacement Project (CF23-0100).
13. **Increase to the Fire District's Development and Fire Capital Facilities Fee for Fiscal Year 2025-2026 by the change in the Consumer Price Index.**
Recommendation: Adopt a Resolution approving an increase to the American Canyon Fire Protection District's Development Impact Fee and Fire Capital Facilities Fee for All New Construction and New Development to Fund Fire Protection Services for Fiscal Year 2025-2026 by the Change in the Consumer Price Index of 1.3%.
14. **Janitorial Services Agreement**
Recommendation: Authorize the City Manager to enter into an agreement with Premier Property Preservation, LLC for janitorial services for a term of one (1) year with the option for the City Manager to approve two (2) additional one (1) year extensions.
15. **Appropriations Limit for Fiscal Year 2025-26**
Recommendation: Adopt a Resolution establishing the Appropriations Limit of \$24,403,653 for Fiscal Year 2025-26.
16. **Veolia Water Technologies and Solutions Contract Amendment**
Recommendation: Adopt a Resolution authorizing Amendment No. 1 to Agreement No. 2024-A151 with Veolia Water Technologies and Solutions, increasing the contract amount by \$46,396 for a total amount not to exceed \$670,662 for Fiscal Year 25/26 and amending the Fiscal Year 2025/26 budget to increase Wastewater Operations Fund 540 by \$233,285 and Wastewater Capacity Fund 550 by \$23,198.
17. **Water Meter Purchase**
Recommendation: Adopt a Resolution approving the purchase of water meters from

multiple vendors for an amount not to exceed \$300,000.

18. Caltrans Maintenance Agreement

Recommendation: Adopt a Resolution authorizing the City Manager to execute a Maintenance Agreement with the State of California Department of Transportation (Caltrans) for the maintenance of sidewalk, curb, gutter, driveway and tree wells along the frontage of the property APN 058-312-010, on State Route (SR) 29 at postmile 1.053.

19. Citywide Landscaping Maintenance Services

Recommendation: Adopt a resolution authorizing the City manager to award an agreement with BrightView Landscape Services, Inc. for citywide maintenance for a term of three (3) years (2025 - 2028) with an option to extended for one (1) year for two (2) additional years.

PUBLIC HEARINGS

There are no Public Hearing items.

BUSINESS

20. Fiscal Year 2025/2026 Salary Schedule

Recommendation: Adopt a Resolution Approving the Fiscal Year 2025/2026 Salary Schedule.

MANAGEMENT AND STAFF ORAL REPORTS

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.

21. Council Committee Report - Mayor Pierre Washington

FUTURE AGENDA ITEMS

22. 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

Tonight's meeting is a limited public forum. American Canyon promotes respectful and responsible behavior among its meeting participants, whether they are present in person or remotely. Using offensive language or remarks that

promote, foster, or perpetuate discrimination based on race, creed, color, age, religion, gender marital status, status regarding public assistance, national origin, physical or mental disability or sexual orientation/gender identification, as well as any other category protected by federal, state or local laws will not be tolerated. In the case of an occurrence, the speaker will be immediately disconnected from the microphone.

City Council and other public meetings will be conducted in person. 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
REGULAR CITY COUNCIL MEETING**

ACTION MINUTES

June 3, 2025

4:30 P.M. – CLOSED SESSION

CALL TO ORDER - CLOSED SESSION

The City Council meeting was called to order at 4:30 p.m.

ROLL CALL - CLOSED SESSION

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

Absent: None

Councilmember Brando Cruz arrived at 4:37 p.m.

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

4:30 P.M. CLOSED SESSION ITEMS

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

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- a) City of American Canyon v. City of Vallejo, et al. (Sacramento Superior Court Case No. 34-2022-00327471).
- b) City of Vallejo v. City of American Canyon et al. (Third District Court of Appeal Case No. C102070; formerly Sacramento County Superior Court Case No. 23WM000055).
- c) City of Vallejo v. City of American Canyon et al. (Sacramento County Superior Court Case No. 24WM000078).
- d) City of Vallejo v. City of American Canyon et al. (Marin County Superior Court Case No. CV0003752).
- e) Cherri Walton v. City of American Canyon (Napa Superior Court Case No. 25CV000796).

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

Absent: None

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

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

PROCLAMATIONS AND PRESENTATIONS

3. Update from Napa County Supervisor Belia Ramos

Council received a presentation from Napa County Supervisor of District 5 Belia Ramos.

4. Proclamation: June 2025 as PRIDE Month

Mayor Washington announced the June 2025 as PRIDE Month proclamation. It was received by Kylee of LGBTQ Connection Napa Valley.

5. Juneteenth Proclamation and Business License Fee Waiver

Mayor Washington announced Juneteenth proclamation. It was received by Brenda Knight with other community members.

Action: Motion to adopt Adopted Minute Order 2025-14 waiving Business License Fees for performers in the 2025 Juneteenth Event. made by Vice Mayor Mark Joseph, seconded by Councilmember Brando Cruz, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

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

Mayor Washington opened public comments. Written comments: none. Oral comments: Beth Marcus was called to speak; Hugh Marquez was called to speak; Scott Myer was called to speak; Clarence Mamaril was called to speak; Valerie Zizak-Morais was called to speak; Arvind Nischal was called to speak. The public comment period was closed.

Meeting recessed at 7:28 p.m. to enjoy refreshments.

Meeting resumed at 7:45 p.m.

Mayor Washington reopened public comments. Oral comments: Fran Lemos 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 Brando Cruz, Councilmember Melissa Lamattina, Councilmember David Oro, Vice Mayor Mark Joseph, Mayor Pierre Washington

Nays: None

Abstain: None

Absent: None

6. Minutes of May 20, 2025 - Special Closed Session

Action: Approved the minutes of the Special Closed Session City Council meeting held on May 20, 2025.

7. Minutes of May 20, 2025 - Regular City Council Meeting

Action: Approved the minutes of the Regular City Council meeting held on May 20, 2025.

8. Report Upon Return from Closed Session for May 20, 2025

Action: Approved the Report Upon Return from Closed Session for the Regular City Council meeting of May 20, 2025.

9. Napa Pasture Protein Grazing Agreement Amendment No. 1

Action: Adopted Resolution 2025-41 authorizing the City Manager to enter into Amendment No. 1 (Agreement 2025-76) to Agreement No. 2024-71 with Napa Pasture Protein, increasing the contract amount \$118,000, for a total amount not to exceed \$236, 000 for Fiscal Year 25/26 citywide grazing.

10. Annual Communications Services Agreement

Action: Adopted Resolution 2025-42 of the City Council of the City of American Canyon authorizing the City Manager to execute an agreement (Agreement 2025-71) with Tripepi Smith for strategic communications, graphic design, and marketing support services in the amount not to exceed \$233,000 for Fiscal Year 2025/26, contingent on budget adoption for Fiscal Year 2025/26.

11. General Plan Municipal Code Consistency Updates

Action: Waived final reading, read by title only, and adopted Ordinance 2025-02 amending the Zoning Code, American Canyon Title 19 to be consistent with the General Plan and the Napa County Airport Land Use Compatibility Plan.

12. Knightsbridge Reconstruction and Water Main Improvements Project Construction Budget

Action: Adopted Resolution 2025-43 amending the FY2024-25 Capital Budget and increasing Project Budget from \$2,539,438 to \$2,714,438 in conjunction with the Knightsbridge Reconstruction and Water Main Improvements Project (TR23-0100).

13. Permit Technician Services

Action: Adopted Resolution 2025-44 approving Amendment 3 (Agreement 2025-78) to Agreement 2022-A136 with the BPR Consulting Group to extend the contract for Permit Technician Services to the end of Fiscal Year 2025/26 and increase the total contract amount by \$120,000 not to exceed \$444,500.

14. Open Gov CMMS Amendment #1

Action: Adopted Resolution 2025-45 authorizing the City Manager to enter into Amendment #1 (2025-81) to Agreement 2025-08 - OpenGov (CMMS) to add the Transportation Domain.

PUBLIC HEARINGS

15. Public Hearing for Citywide LLAD Fiscal Year 2025/26

Council received a Citywide LLAD Fiscal Year 2025/26 staff report from Public Works Director Erica Ahman Smithies. Mayor Washington opened the public hearing and called for public comments. Written comments: none. Oral comments: none. The public comments period and public hearing were closed.

Action: Motion to adopt Resolution 2025-46 approving the Fiscal Year 2025/26 Annual Engineer's Report for the American Canyon Landscaping and Lighting Assessment District, approving the budgets within the Engineer's Report, confirming the assessment diagram and the annual assessment amounts, and authorizing the levy and collection of annual assessment for Fiscal Year 2025/26 made by Councilmember Brando Cruz, seconded by Vice Mayor Mark Joseph, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

16. Fiscal Year 2025-26 Recommended Budget for Adoption

Council received a Fiscal Year 2025-26 Recommended Budget staff report and presentation from Assistant City Manager Juan Gomez and Finance Director Jemelyn Cruz. Mayor Washington opened the public hearing and called for public comments. Written comments: none. Oral comments: none. The public comment period and public hearing were closed.

Action: Motion to adopt Resolution 2025-47 to approve the Final Recommended Budget for Fiscal Year 2025-26 and authorize the City Manager to increase the appropriations for FY 2025-26 expenditures in an amount not to exceed the amount encumbered for expenses that did not occur prior to the end of FY 2024-25 but are expected to be expended in FY 2025-26 consistent with the original purpose. made by Vice Mayor Mark Joseph, seconded by Councilmember Melissa Lamattina, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

BUSINESS

17. Five-Year Capital Improvement Program (Fiscal Years 2025/26 - 2029/30)

Council received a Five-Year Capital Improvement Program (Fiscal Years 2025/26 - 2029/30) staff report and presentation from Public Works Director Erica Ahman Smithies. Mayor Washington opened public comments. Written comments: none. Oral comments: Scott Myer was called to speak. The public comment period was closed.

Action: Motion to adopt Resolution 2025-48 adopting the Five-Year Capital Improvement Program for Fiscal Years 2025/26 - 2029/30. made by Councilmember Brando Cruz, seconded by Vice Mayor Mark Joseph, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

MANAGEMENT AND STAFF ORAL REPORTS

Council received oral updates from Parks & Recreation Director Alexandra Ikeda.

MAYOR/COUNCIL COMMENTS AND COMMITTEE REPORTS

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

18. Council Committee Report - Mayor Pierre Washington

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FUTURE AGENDA ITEMS

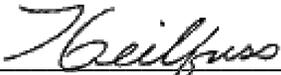
19. Future Agenda Items of Note

Future agenda items were reviewed.

ADJOURNMENT

The meeting was adjourned at 8:20 p.m.

Respectfully Submitted,



Taresa Geilfuss, City Clerk



City Council Community Update

JUNE 3, 2025 CITY COUNCIL MEETING

Proclamations

- **Pride Month:** Kylee Dalton from LGBTQ Connection Napa Valley received the proclamation.
- **Juneteenth and Business License Fee Waiver:** Brenda Knight received the proclamation along with other members of the community.



City Actions

- Held a public hearing on the Citywide Landscaping and Lighting Assessment District (LLAD) for the FY 2025/26 and adopted a resolution approving the Annual Engineer's report for the FY 2025/26 LLAD.
- Adopted a Resolution approving the final recommended budget for FY 2025/26.
- Adopted a Resolution adopting the Five-Year Capital Improvement Program for Fiscal Years 2025/26 - 2029/30.

Next time...

Join our **June 17** meeting to learn more about:

- Consent items
- and more!

View presentations, agenda packets and meeting details:



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

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#25532
Los Angeles, CA 90025

File No: 199/6

June 10, 2025

VIA E-MAIL

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

Re: Report Upon Return from Closed Session; Regular City Council Closed Session Meeting of the American Canyon City Council of June 3, 2025

Dear Mayor Washington and Members of the City Council:

This communication sets forth reportable action, if any, of the City Council (“Council”) of the City of American Canyon (“City”), consistent with provisions of the Ralph M. Brown Opening Meeting Act (Government Code Section 54950, *et seq.*) resulting from the Closed Session of the Regular City Council Closed Session Meeting of June 3, 2025, consistent with Government Code Section 54957.1.

Mayor Washington, Vice Mayor Joseph, Council Members Oro and Lamattina convened in Open Session at 4:34 p.m. and after ascertaining that there were no public comments on the matters agendized for Closed Session consideration, adjourned to Closed Session at 4:34 p.m., with Council Member Cruz joining the Closed Session at 4:37 p.m. to address the Closed Session Agenda.

There were two (2) matters were agendized for Closed Session consideration:

1. Conference with Legal Counsel – Anticipated Litigation Authorized pursuant to Government Code Section 54956.9(d)(2). Three (3) Matters.
2. Conference with Legal Counsel – Existing Litigation. Authorized Pursuant to Government Code Section 54956.9(d)(1)
 - a. *City of American Canyon v. City of Vallejo, et al.* (Sacramento Superior Court Case No. 34-2022-00327471).

- b. *City of Vallejo v. City of American Canyon et al.* (Third District Court of Appeal Case No. C102070; formerly Sacramento County Superior Court Case No. 23WM000055).
- c. *City of Vallejo v. City of American Canyon et al.* (Sacramento County Superior Court Case No. 24WM000078).
- d. *City of Vallejo v. City of American Canyon et al.* (Marin County Superior Court Case No. CV0003752).
- e. *Cherri Walton v. City of American Canyon* (Napa Superior Court Case No. 25CV000796).

With respect to Closed Session Agenda Item No. 1., there was no reportable action with respect to each of the three (3) matters considered under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(2).

With respect to Closed Session Agenda Item No. 2.a., there was reportable action in the form of unanimous Council direction (5-0) to consent to having City Attorney William D. Ross designated as a person most knowledgeable for depositions concerning the matters set forth in the Petition and to Consent to continued representation by Mr. Ross as Counsel in representation of the City in the matter, notwithstanding a potential conflict of interest created by his role as a PMK witness. Confirmation of that consent to representation is enclosed as Exhibit "A." Except as indicated, there was no other reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(1).

With respect to Closed Session Agenda Item Nos. 2.b., 2.c., 2.d. and 2.e., there was no reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(1).

The Closed Session concluded at 6:31 p.m.

After convening in Open Session, City Attorney Ross stated that a written report upon return from Closed Session consistent with Government Code Section 54957.1 would be prepared concerning the matters agendized for Closed Session review.

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

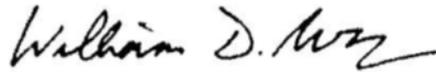
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The Honorable Pierre Washington, Mayor
and Members of the City Council
June 10, 2025
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Should you have questions concerning this Report, it may be taken off the Consent calendar when agendaized in the future, or our office may be contacted in the interim.

Very truly yours,

A handwritten signature in black ink, appearing to read "William D. Ross". The signature is fluid and cursive, with a long horizontal stroke at the end.

William D. Ross
City Attorney

WDR:jf

Enclosure: Exhibit A – Consent to Representation

cc: Jason B. Holley, City Manager
Juan Gomez, Assistant City Manager
Taresa Geilfuss, City Clerk

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

ACTION MINUTES
June 6, 2025

PUBLIC ADDRESS – CLOSED SESSION 8:00 A.M.

CALL TO ORDER

The meeting was called to order at 8:15 a.m.

ROLL CALL

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

Absent: None

Excused: None

PUBLIC COMMENT

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

CLOSED SESSION ITEMS

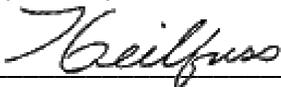
1. Matters Relating to Public Employment - Public Employee Appointment Pursuant to Government Code Section 54957(b). Position: City Attorney

ADJOURNMENT

The meeting was adjourned at 4:37 p.m.

CERTIFICATION

Respectfully Submitted,



Taresa Geilfuss, City Clerk



TITLE

Telstar Instruments Agreement

RECOMMENDATION

Adopt a Resolution approving an agreement with Telstar Instruments for a SCADA upgrade solution for the water reclamation facility in an amount not to exceed \$250,000.

CONTACT

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

Norman Woods, Assistant Public Works Director - Utilities and Environmental Services

Juan Gomez, Assistant City Manager

BACKGROUND & ANALYSIS

Since 2002, City staff has relied on the originally installed legacy Supervisory Control and Data Acquisition (SCADA) system at the Water Reclamation Facility (WRF), which runs RSView Works software by Rockwell Automation (Allen-Bradley). Although a software upgrade was implemented in 2014, RSView is now significantly outdated and limits the optimization of operational controls. Additionally, the rise of modern cybersecurity threats poses increased risk to the integrity of critical infrastructure systems like the WRF.

The WRF treats two parallel process streams, domestic and industrial, making it a vital component of both public health and economic stability for the community. Upgrading the SCADA system is necessary to modernize facility operations, improve data collection and management, enhance regulatory compliance, strengthen cybersecurity protections, and support the ongoing health and safety of the community. As the City continues to grow, so do the domestic and industrial demands placed on the WRF, necessitating more robust operational capabilities, staff training, and technology solutions.

The proposed SCADA upgrade will enable WRF staff to efficiently monitor and control facility operations, both on-site and remotely. Key functionalities will include real-time data collection, alarm management, emergency response coordination, lift station monitoring, and automated control adjustments. The system will also improve the accuracy and accessibility of reports, data tracking, and trend analysis—tools that are essential for informed operational planning and long-term strategy development. These enhancements will better position the WRF to meet the

challenges of a growing city and ensure continued compliance with evolving state regulations.

A request for proposals was issued through the City's online portal OpenGov on February 26, 2025 and 5 responses were received on March 24, 2025. Out of the 6 submittals, Telstar Instruments was selected for the SCADA Project at the Water Reclamation Facility based on several critical factors that set the company apart as the most qualified vendor. Their close proximity to the facility ensures limited emergency response times, allowing for rapid on-site support when urgent issues arise. Telstar has provided over a decade of consistent and dependable technical assistance to the facility, developing a strong working knowledge of its systems and infrastructure. In addition, the company holds an excellent reputation in the industry, supported by strong references and a proven track record. Their deep historical knowledge of the facility's current SCADA software makes them uniquely equipped to implement system upgrades efficiently and with minimal operational disruption.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

The Water Reclamation SCADA upgrade implementation cost of \$250,000 has already been budgeted in FY 2024/25 under capital project WW16-0300. Annual Ignition SCADA software service fees of \$2,800 for FY 2025/26 and \$3,000 for FY 2026/27 will be included in each division's Information Technology Support Services account (42150). If the City elects to continue the Ignition SCADA agreement beyond the initial term, annual costs will increase by 4% each fiscal year. Long-term savings are anticipated as a result of improved facility control, enhanced cybersecurity, and more proactive emergency response staffing.

ENVIRONMENTAL REVIEW

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

ATTACHMENTS:

- [1. Resolution SCADA_6-17-2025](#)
- [2. Testar Cost and Proposal of Work](#)

RESOLUTION NO. 2025-

APPROVING AN AGREEMENT WITH TELSTAR INSTRUMENTS FOR THE SCADA UPGRADE SOLUTION FOR THE WATER RECLAMATION FACILITY IN AN AMOUNT NOT TO EXCEED \$250,000

WHEREAS, the City has operated its Water Reclamation Facility (WRF) using a legacy Supervisory Control and Data Acquisition (SCADA) system running RSView Works software by Rockwell Automation (Allen-Bradley) since 2002; and

WHEREAS, although a software upgrade was completed in 2014, the SCADA system has become outdated, limiting the optimization of operational controls and increasing vulnerability to modern cybersecurity threats; and

WHEREAS, the WRF is a critical facility that treats both domestic and industrial wastewater, and is essential to maintaining public health, regulatory compliance, and economic stability; and

WHEREAS, the City has determined that upgrading the SCADA system is necessary to modernize operations, enhance data collection and management, support emergency response, and meet growing demands on facility performance and security; and

WHEREAS, the proposed SCADA upgrade will provide real-time monitoring and control capabilities, including remote access, alarm management, lift station monitoring, emergency coordination, and improved reporting and data analysis; and

WHEREAS, the implementation cost of \$250,000 has been budgeted in Fiscal Year 2024/25 under capital project WW16-0300, and annual software service fees of \$2,800 for FY 2025/26 and \$3,000 for FY 2026/27 will be budgeted in the Information Technology Support Services account (42150); and

WHEREAS, the City anticipates long-term cost savings and operational benefits from the upgraded SCADA system through improved facility control, enhanced cybersecurity, and proactive staffing responses;

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

1. The City Council hereby approves the contract with Telsar Instruments for the SCADA system upgrade at the Water Reclamation Facility in the amount of \$250,000.
2. The City Manager, or their designee, is authorized to execute the agreement and any related documents necessary to implement the SCADA upgrade, subject to approval as to form by the City Attorney.
3. The Finance Department is authorized to make the necessary budget appropriations and adjustments consistent with the contract.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 17th day of June, 2025 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Pierre Washington, Mayor

ATTEST:

APPROVE AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney

Attachment A
PROPOSAL COST AND CONTACT INFORMATION FORM

PROPOSER must provide total cost for each category task, as specified below.

Bid Item	Task to be completed by Contractor/Integrator	Cost
1	Design, develop, and test a new HMI for the Water Reclamation Facility	\$178,813.00

TOTAL \$ 178,813.00

NAME OF PROPOSER: Telstar Instruments

BUSINESS ADDRESS: 4017 Vista Park Court

CITY / STATE / ZIP: Sacramento, CA 95834

PHONE NUMBER: 916-646-1999

PERSON PREPARING PROPOSAL: Kyle A. Johnsen

TITLE: Vice President

SIGNATURE  DATE: March 24, 2025

Attachment B
CURRENT BUSINESS REFERENCES FORM

The PROPOSER has 43 years' experience in work similar to that covered in the proposal. The following projects have been satisfactorily completed in the last three years (name five projects):

Agency / Firm name: Napa County Public Works
Nature of Project: Migration from Rockwell FactoryTalk to Ignition (Completed)
Year: 2024

Agency / Firm name: North Bay Regional Water
Nature of Project: Migration from iFix SCADA to Rockwell FactoryTalk (Completed)
Year: 2022

Agency / Firm name: City of Windsor
Nature of Project: Migration from Wonderware to Ignition (Completed)
Year: 2023

Agency / Firm name: City of Pacifica
Nature of Project: Migration from Wonderware to Ignition (Development Completed, Phase 1 Implementation Completed, Phase 2 In Progress)
Year: 2024

Agency / Firm name: City of Tuolumne
Nature of Project: Migration from Rockwell FactoryTalk to Ignition (Completed)
Year: 2025

Attachment C

CERTIFICATION OF PROPOSAL TO THE CITY OF AMERICAN CANYON

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated March 24, 2025 and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the RFP dated March 24, 2025.
5. This firm has carefully read and fully understands all of the items contained in the March 24 2025 RFP. This firm agrees to all of the general requirements except for those disclosed by the firm in project proposal, listed on an attachment.
6. The proposal shall be valid for **60 days** from March 24, 2025.

Name of Firm: Telstar Instruments

By: 
(Authorized Signature)

Type Name: Kyle A. Johnsen

Title: Vice President

Date: March 24, 2025

Attachment D

Summary of Indemnity and Insurance Requirements for Contractors

This is a Summary of Indemnity and Insurance Requirements for City of American Canyon Contractors. By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by the City.

Indemnification:

To the fullest extent permitted by law Contractor shall indemnify, defend and hold harmless City, its elected and appointed officials, officers, attorneys, agents, employees, volunteers and each of them ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, damages, loss, expenses, and costs of every nature, including reasonable legal counsels' fees and costs of litigation ("claims") arising out of or in connection with Contractor's performance of its obligations under this Agreement or out of the operations conducted by Contractor or its failure to comply with any of its obligations contained in this Agreement, including the City's active or passive negligence, except for such loss or damage arising from the active or sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this Agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees incurred in defense of such claims.

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

Insurance Requirements:

Commercial General Liability (CGL):

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

Commercial General Liability (CGL) - Completed Operations Coverage

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

Automobile Liability:

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

Endorsements to be included with the Certificate of Insurance (Accord 25):

- I. Additional Insured Endorsement for Ongoing operations- CG 20 10 04 13
 - i. Make sure the following language is in the box of additionally insure persons on this endorsement: "The City of American Canyon, its elected and appointed officials, officers, attorneys, agents, and employees" or "where required by contract or agreement"
- II. Additional Insured Endorsement for Completed Operations- CG 20 37 04 13
 - i. Make sure the following language is in the box of additionally insure persons on this endorsement: "The City of American Canyon, its elected and appointed officials, officers, attorneys, agents, and employees" or "where required by contract or agreement"
- III. Endorsement stating their insurance is Primary and Non-Contributory
 - i. Ensure you have an endorsement that states that the Insurance of the Contractor is Primary and will not seek contribution from any other insurance available.

IV. Endorsement giving Notice of Cancellation to Certificate Holders (this is becoming obsolete so if your unable to we are able to waive this requirement)

Professional Liability (Errors and Omissions):

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

Workers' Compensation Insurance:

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

Endorsements to be included with the Certificate of Insurance (Accord 25):

- I. Workers Compensation Ins. Certificate (Usually an Accord 25).
 - i. Waiver of Subrogation endorsement for Workers' Compensation.

For all of the Insurance requirements above Coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail has been given to the City. I have read this Summary of Indemnity and Insurance Requirements and verify that I will comply with and agree to be bound by these requirements.

By: Telstar Instruments Dated: March 24, 2025

Print Name: Kyle A. Johnsen

Position: Vice President

D. Scope of Work

INTRODUCTION

Telstar Instruments (Telstar) is pleased to submit this proposal to the City of American Canyon for upgrading the Water Reclamation Facility (WRF) SCADA system. Our experienced programming team will deliver a robust, modern, and secure cloud-based SCADA system, ensuring seamless communication across all WRF processes and remote sites.

Telstar's Expertise and Qualifications Specific to this Project

Telstar's expertise and strengths specific to this project are outlined below:

1. Rockwell Automation Partnership

- Telstar is a Rockwell Automation Solutions Partner and a Recognized System Integrator for Rockwell Software and Allen-Bradley products.
- We provide 24/7 support for both software and hardware components of Allen-Bradley systems.
- Our team is adept at maintaining and developing both existing and obsolete PLC and SCADA systems seamlessly.

2. Experienced Programming Staff

- Telstar's programming team includes professionals with over 25 years of experience working with Rockwell Automation/Allen-Bradley systems.

3. Comprehensive Software and Hardware Support

- Our programmers have built virtual machine configurations for all software versions, ensuring backup, development, and maintenance support for existing PLCs, Operator Interface Terminals (OITs), and radio hardware.
- We have extensive experience with obsolete systems, including DH485, DH+ communication and cabling, MicroLogix, SLC5, PanelView HMIs, Automation Direct controllers, and HydroRanger devices.

4. Ignition SCADA Expertise

- Telstar is an Ignition Gold Certified System Integrator, with certified programmers experienced in migrating legacy SCADA platforms to Ignition.

5. AWS Cloud-Based Ignition SCADA Design

- Telstar has developed an AWS cloud-based Ignition SCADA architecture with an on-premises server for I/O and remote site communication using a secure VPN PLC network.

6. Certified Network Engineering and Cybersecurity Compliance

- Our staff includes a network engineer with CCNA and CCNP certifications.
- We will collaborate with City IT staff to ensure adherence to cybersecurity guidelines.

7. Alarm Management Implementation

- Telstar recently performed an alarm management system design for the City of Vallejo and is currently implementing ISA 18.2-compliant alarm management solutions for multiple municipalities.
- These established standards will be leveraged for this project.

8. SCADA System Migration Experience

- Over the past few years, Telstar has successfully migrated approximately ten SCADA systems from obsolete platforms to Ignition.
- We have developed Python scripting tools to automate database creation and screen migration verification, reducing errors and effort.

9. Serial Radio Network Communication Expertise

- Our team has extensive experience with serial radio network communication.
- Telstar employs a dedicated Radio Engineer, Paul Berson, P.E., who will assist with remote PLC radio communication to the cloud-based SCADA system as needed.

10. Integration with OpenGov Cloud Solution

- Since the City has contracted with OpenGov for a cloud-based solution, Telstar recommends utilizing the Ignition SCADA system's modular platform.
- Ignition is well-suited for hosting, providing secure remote connections for control and monitoring.

PROJECT UNDERSTANDING AND APPROACH

The City of American Canyon's existing SCADA system requires modernization to improve operational efficiency, reliability, and cybersecurity. This upgrade will enhance data acquisition capabilities, enable real-time monitoring, and streamline alarm notifications, all while ensuring regulatory compliance and optimizing processes. Telstar will implement a scalable, cloud-based Ignition SCADA system that

City of American Canyon
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Water Reclamation Facility SCADA Upgrade Project

seamlessly integrates with the City's existing PLC radio infrastructure, minimizing downtime during the transition.

Telstar will back up all the PLCs, Local HMIs, and other controllers, including those at remote sites. An electronic copy of these backups will be provided in a secure shared location for the City, serving as a disaster recovery resource. This backup will ensure that if the City loses any program or hardware, the programming logic is readily available for quick replication or restoration, minimizing downtime. In addition, Telstar will provide an Excel file with the individual PLC's input/output list and compile the current SCADA tag list. This will be used in a later phase to build the Ignition SCADA tag database, ensuring seamless integration with the new system.

While the City is not currently planning PLC upgrades, Telstar is well-versed in performing PLC replacements, including necessary electrical work and startup procedures, all while ensuring minimal downtime. Should the City require future PLC upgrades, Telstar can propose a phased estimate for replacing the PLCs with new Rockwell hardware, following an onsite assessment of the I/O list.

Telstar's approach will include developing a proof of concept for a data tag and an alarm tag, which can be monitored and controlled through cloud-hosted servers. Once the architecture is set up, we will perform onsite testing in two phases—first for the remote sites, which operate on a radio network, and then for the plant PLCs. This will ensure that the system operates efficiently in parallel to verify process functionality.

Telstar will also focus on improving alarm management, drawing on our prior experience to enhance the City's alarm systems and increase operator situational awareness. We understand the direct relationship between effective alarm management and the performance of water and wastewater facilities. As part of this effort, we will help establish the methods for after-hours notification, including SMS, email, and voice alarm notifications.

During the SCADA design phase, Telstar fully understands that the new system will be developed around the existing PLCs. Drawing from our extensive experience, we will create new SCADA screens and objects based on the plant process and P&ID, incorporating operator feedback through workshops and submittal review comments.

Before implementation, Telstar will test the new SCADA system at our shop. We have developed an I/O and tag simulation process that allows us to test PLC data without connecting to the plant's PLCs during the factory test phase. Telstar will utilize spare SLC and ML 1400 units from our stock to test PLC data with Ignition SCADA, ensuring no disruption to plant operations.

For the onsite verification phase, Telstar will develop a process sequence based on the schedule approved by City Operations. The goal is to complete testing in a logical, sequential manner without disturbing plant operations, in parallel with the startup phase.

Telstar will facilitate the transfer of two years of historical data from Rockwell log files into the Ignition Historian. Using Python scripts, we will automate the process of transferring this data into Ignition's SQL table format, ensuring a seamless integration.

Finally, once the new SCADA system is fully established and the City's operations team has gained confidence in its reliability, Telstar will assist in decommissioning the existing system, following approval from City Operations.

Note: Telstar is aware that the Kimberly Lift Station is not currently part of the existing SCADA system. During the site assessment visit, we will explore integration options and provide a cost estimate for the necessary radio system to enable communication with the new Ignition SCADA system.

Scope of Work

Telstar Instruments will provide the necessary services to implement the required SCADA and HMI system upgrades as outlined in the project specifications. The following scope of work details Telstar's responsibilities for each task item:

1. Compilation of a Complete Input/Output (I/O) List

Telstar will compile a comprehensive list of all inputs and outputs (I/O) from the legacy HMI. This list will include all components of the Water Reclamation Facility (WRF) and remote sites.

- Backup the existing Rockwell legacy HMI and PLCs for data extraction.
- As needed, Telstar will cross-check I/O data by accessing existing PLCs.
- Telstar will utilize its own programming laptop, software, and necessary communication cables.
- The finalized I/O list will be submitted in Microsoft Excel format for City staff review including Current alarm list.

Additions:

Telstar will back up all the PLCs/Local HMI's and any other controllers including the remote sites. We will provide the City with an electronic copy in a secure shared location, of all the PLCs/OITs and remote sites. This will be used as disaster recovery backups.

Deliverables:

- Electronic submittal of the complete I/O list in Microsoft Excel format.
- Electronic submittal of the complete existing alarm list in Microsoft Excel format for reference.
- Electronic copy of the PLC & local HMI backups.
- Project Schedule

- Startup / SCADA testing sequence Schedule.

Workshops:

- No workshops are required for this task.

2. Alarm Management System

Telstar will facilitate the implementation of a new alarm management system in compliance with ISA 18.2. This will include:

- Conducting a workshop with City staff to define alarm categorization and escalation procedures.
- Reviewing methods for after-hours alarm notification (e.g., VOIP, email, SMS).
- Documenting all alarm management decisions.

Deliverables:

- Meeting minutes summarizing the workshop outcomes.

Workshops:

- One (1) alarm management workshop (up to 4 hours in duration).

3. Servers and Computers

Telstar will coordinate the development and deployment of the new HMI system using Inductive Automation's Ignition software. The City has contracted with OpenGov for cloud-based servers and will provide an on-premises server for the Ignition I/O server and database.

- Collaborate with City IT to design a cloud-based SCADA network architecture for secured PLC connectivity.
- Develop a Proof of Concept by establishing a connection for a single I/O (tag) from the existing PLC to the cloud, enabling real-time monitoring and alarm notifications for operators.
- Telstar will develop the HMI offsite and will upload it to City Servers as required.
- Commissioning activities will be performed onsite.

Deliverables:

- None required for this task.

Workshops:

- None required for this task.

4.1 HMI Application Development & Implementation and Testing

Telstar will develop and configure the new Ignition HMI application per ISA 101.01 standards. Key responsibilities include:

- Conduct a workshop to discuss screen navigation, security, trends, color schemes, and levels of screens.
- Prepare an Ignition Tag database for all the I/O in the system.
- Develop overview screens and process-specific screens for various facility components.
- Implement faceplates where applicable.
- Configure drivers to enable communication with legacy PLCs and remote sites.
- Establish robust alarm management in compliance with ISA 18.2 standards from the previous workshop.
- Conduct a comprehensive SCADA system test with City staff, ensuring minimal plant disruptions including:
 - Functional test of SCADA applications.
 - Alarm and event notification validation.
 - Communication integrity between PLCs and SCADA.
- Perform final acceptance testing with City operators.

Deliverables:

- Workshop meeting minutes.
- Preliminary graphic screens for staff review.
- 50 % & 100 % Scada submittal
- Test plan and point checkoff list.

Workshops:

- One (1) graphics workshop (up to 4 hours).
- Additional 2 workshops, for 50 % design review and 100% design review, is included in the proposal.

5. Operator Training

Telstar will conduct two (2) training sessions for plant operators, covering essential functions of the new HMI system.

- Each training session will last 4 hours.
- Training will focus on day-to-day operations within the new cloud HMI environment.

Deliverables:

- Provide detailed system documentation, including SCADA architecture, alarm hierarchy, and troubleshooting guidelines.

6. Cyber Security

Telstar's CCNA and CCNP certified network engineer will collaborate with the City's IT department to provide technical recommendations for cybersecurity measures associated with the new SCADA and HMI system.

- Implement best practices for SCADA cybersecurity and collaborate with the City's IT team.
- Offer an optional three-year maintenance and support contract with an hourly rate sheet.
- Provide 10 days of onsite support within 3 months of project completion.
- Attend monthly progress meetings and submit detailed project status reports.

7. Reporting System

Telstar is not responsible for developing new reports, as a third-party application is used for reporting.

8. SCADA Support and maintenance

- Telstar offers a three-year maintenance and support contract and includes an hourly rate sheet below.
- Telstar has included 10 days of onsite support within 3 months of project completion.

9. Project Management

- Telstar will attend monthly progress meetings and submit detailed project status reports.
- Telstar will generate a Project Schedule including Startup / SCADA testing sequence activity Schedule.

City of American Canyon Responsibilities

- Provide Ignition® software licenses and Historian database connectivity.

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- Set up Ignition® clients for City operators.
- Ensure remote access for Telstar Instruments during implementation and support phases.

OPTIONAL T&M SERVICE RATES for additional work on this project

Junior PLC/HMI/SCADA Programmer	\$193.00/hour
Senior PLC/SCADA Programmer	\$223.00/hour
Network Engineer/Cybersecurity	\$248.00/hour
Vehicle/Fuel/Tools/Telstar supplied software.....	\$260.00/day

E. Business License

Telstar has attached our American Canyon Business License following this page.



TITLE

Coastland Construction Inspection, Task Order #6

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute Task Order #6 with Coastland Civil Engineering, Inc. for Construction Inspection services in an amount not to exceed \$500,000.

CONTACT

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

BACKGROUND & ANALYSIS

Demand for development construction inspection fluctuates over time. Staff currently expects the need for assistance with development projects will remain high for the foreseeable future. The City maintains permanent staffing levels at the mid-range of demands; it does not "staff up" to accommodate peak demands. Instead, the City maintains a cadre of experienced outside consultants to assist City staff as needed throughout the year.

Coastland Civil Engineering, Inc. (Coastland) has been providing Construction Inspection services for Development since 2021 to ensure that new infrastructure meets City Standards. Coastland consistently provides high quality work and continues to meet the City's needs. Anticipated development includes a multitude of projects in Watson Ranch and Oat Hill. The services provided by Coastland are reimbursed by Developers.

Staff believes continuing with Coastland will provide consistent service for the City and the Developers, and proposes to issue Task Order #6 for FY 25/26 in an amount not to exceed \$500,000.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

The proposed FY 25/26 budget includes sufficient funds for the recommended action in Development Engineering Professional Services 105-60-660-42160 and will be offset by Developer reimbursements.

ENVIRONMENTAL REVIEW

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

ATTACHMENTS:

1. [Resolution - Coastland](#)

RESOLUTION NO. 2025-_____

AUTHORIZING THE CITY MANAGER TO EXECUTE TASK ORDER #6 WITH COASTLAND CIVIL ENGINEERING, INC. FOR CONSTRUCTION INSPECTION SERVICES IN AN AMOUNT NOT TO EXCEED \$500,000

WHEREAS, the City of American Canyon has specific and highly technical requirements regarding the development of infrastructure associated with private development; and

WHEREAS, Coastland Civil Engineering, Inc. (Coastland) has been providing Construction Inspection services for the City since 2021; and

WHEREAS, Coastland continues to meet the needs of the City and provides excellent service to City staff and Developers; and

WHEREAS, the FY25/26 budget 105-60-660-42160 includes \$500,000 for this action; and

WHEREAS, the expense will be offset by Developer reimbursement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby authorizes the City Manager to execute Task Order #6 with Coastland Civil Engineering, Inc. for Construction Inspection Services in an amount not to exceed \$500,000; and

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the June 17th, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Pierre Washington, Mayor

ATTEST:

APPROVE AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney



TITLE

Chemical Purchases FY2025-26

RECOMMENDATION

Adopt a Resolution authorizing the purchase of chemicals for the Water Enterprise in the amount not to exceed \$585,000; for the Wastewater Enterprise in the amount of \$45,000 and for the Recycled Water Enterprise in the amount of \$80,000 for FY 2025/26.

CONTACT

Erica Ahmann Smithies, P.E., Public Works Director
Norman Woods, M.B.A., Assistant Public Works Director
Dominic Patrick, Water Systems Manager

BACKGROUND & ANALYSIS

The City cooperates with other local agencies to obtain bulk pricing for chemicals to aid in the treatment of drinking water, wastewater and recycled water. The “North Bay Agency Chemical Pool” is comprised of the cities of American Canyon, Napa, Vallejo, Fairfield, Vacaville and others. The City has participated in the “Pool” since 1994. Each Fiscal Year, this process ensures the City receives the best possible prices from vendors.

Sodium Hydroxide is used to adjust pH depending on source water quality. Sodium Hypochlorite is used in the disinfection process of finished potable and recycled water. The disinfection process and pH adjustments help control and mitigate the formation of disinfection byproducts and operational changes made in this regard can result in a change of consumables. Aluminum sulfate is used in water purification. In water purification, it causes suspended impurities to coagulate into larger particles and then settle to the bottom to be filtered out.

For FY 2025/26, the lowest responsive and responsible bidders for the Pool are as follows:

Vendor	Chemical
Chemtrade	Aluminum Sulfate (Acid Alum, Full)
Univar	Sodium Hydroxide (25% NaOH, Full)

Thatcher	Sodium Hypochlorite (12.5% NaOCl, Short)
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Other chemicals outside the Consortium are Pro Pac 9890, CT-00011 and CC950S which are advanced engineered coagulants that enhance organic removal assisting in reduction of Disinfection-By-Products and improves overall plant performances. By using advanced coagulants, it reduces other chemicals. Citric Acid is a weak acid made of citrus fruits, it is used in water chemistry for stabilization, neutralization and removes inorganic material from the membrane filters. These chemicals are obtained from NTU Technologies, Inc., BWS, Inc., USALCO, LLC and Thatcher.

It is anticipated that the cost of Chemicals will be \$585,000 for the Water Enterprise; \$45,000 for the Wastewater Enterprise and \$80,000 for the Recycled Water Enterprise. These amounts have been budgeted in FY2025/26.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

The FY2025/26 Budget includes sufficient funds for chemical purchases in Water Enterprise 510-50-560-43115, Wastewater Enterprise 540-50-570-43115 and Recycled Water Enterprise 580-50-590-43115 to implement the recommended action.

ENVIRONMENTAL REVIEW

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

ATTACHMENTS:

1. [Resolution - Chemicals](#)

RESOLUTION NO. 2025-

A RESOLUTION AUTHORIZING THE PURCHASE OF CHEMICALS FOR THE WATER ENTERPRISE IN AN AMOUNT NOT TO EXCEED \$585,000, WASTEWATER ENTERPRISE IN AN AMOUNT NOT TO EXCEED \$45,000 AND RECYCLED WATER ENTERPRISE IN AN AMOUNT NOT TO EXCEED \$80,000 FOR FY 2025/26

WHEREAS, the City of American Canyon belongs to the “North Bay Agency Chemical Pool” to obtain bulk pricing for chemicals to aid in the treatment of drinking water, solid waste, and recycled water; and

WHEREAS, the lowest responsive and responsible bidder for Aluminum Sulfate (Acid Alum, Full) is Chemtrade at \$574.00/Dry Ton; and

WHEREAS, the lowest responsive and responsible bidder for Sodium Hydroxide (25% NaOH, Full) is Univar at \$774.81/Dry Ton; and

WHEREAS, the lowest responsive and responsible bidder for Sodium Hypochlorite (12.5% NaOCl, Short) is Thatcher at 3.49/Gallon; and

WHEREAS, the City of American Canyon also obtains chemicals outside of the North Bay Agency Chemical Pool for NTU Technologies, Inc., BWS, Inc., USALCO, LLC and Thatcher; and

WHEREAS, sufficient funds were budgeted in the FY 2025/26 Water Operating Budget, Line Item 510-50-560-43115, Operating Supplies; and

WHEREAS, sufficient funds were budgeted in the FY 2025/26 Waste Water Operating Budget, Line Item 540-50-570-43115, Operating Supplies; and

WHEREAS, sufficient funds were budgeted in the FY 2025/26 Recycled Water Operating Budget, Line Item 580-50-590-43115, Operating Supplies.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon authorizes the purchase of chemicals for the Water Enterprise in an amount not to exceed \$585,000, Wastewater Enterprise in an amount not to exceed \$45,000, and Recycled Water Enterprise in an amount not to exceed \$80,000 for FY 2025/26.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 17th day of June, 2025 by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Pierre Washington, Mayor

ATTEST:

Taresa Geilfuss, CMC, City Clerk

APPROVE AS TO FORM:

William D. Ross, City Attorney



TITLE

Taylor Bailey Construction Amendment No. 2

RECOMMENDATION

Adopt a Resolution authorizing Amendment No. 2 to Agreement No. 2024-A134 with Taylor Bailey Construction for Independent Contractor Services in conjunction with the Water Treatment Plant septic system replacement for a total not to exceed \$114,999.01.

CONTACT

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

BACKGROUND & ANALYSIS

In 2023, the need for a new septic system was identified at the Water Treatment Plant when it was determined the existing system built in the 1970's was starting to fail at the facility. Staff worked with one of the City's on-call design firms, RSA+ of Napa, to work on a new septic location and coordinate permitting with the County of Napa for the needed improvements.

The project was approved and ready for permitting by the County in May 2024. Staff solicited proposals from several construction companies and Taylor-Bailey Construction was the sole bidder for an amount not to exceed \$95,480.00

On August 27, 2024, Agreement No. 2024-A134 was executed in the amount of \$95,480.00 with Taylor-Bailey Construction to furnish and install a new septic system at the Water Treatment Plant.

On December 6, 2024, Amendment No. 1 was executed for the cost of bonds in the amount of \$3,436.80 not included in the original construction proposal.

Work was substantially completed in mid-December with only punchlist items remaining. However, after back to back storms in December and January, one of the tanks was showing signs of distress and needed to be replaced by the contractor. The tank had been repurposed from an earlier City project at the direction of staff, therefore the City is obligated to pay for the additional work in the amount of \$16,082.21.

FISCAL IMPACT

Sufficient funding is available in the Water Operations Fund to cover the additional cost of \$16,082.21.

ENVIRONMENTAL REVIEW

15302 - The Project is exempt from review under the California Environmental Quality Act ("CEQA") under the Class 2 exemption of replacement or reconstruction of existing facilities of Section 15302 of Title 14 of the California Code of Regulations and said exemption is not negated by any exception under Section 15300.2 of said Regulations.

ATTACHMENTS:

1. [Resolution - Taylor Bailey](#)
2. [Amend #2 - Taylor Bailey](#)

RESOLUTION NO. 2025-

A RESOLUTION AUTHORIZING AMENDMENT NO. 2 TO AGREEMENT NO. 2024-A134 WITH TAYLOR BAILEY CONSTRUCTION FOR INDEPENDENT CONTRACTOR SERVICES IN CONJUNCTION WITH THE WATER TREATMENT PLANT SEPTIC SYSTEM REPLACEMENT FOR A TOTAL NOT TO EXCEED \$114,999.01

WHEREAS, in 2023 the need for a new septic system was identified at the Water Treatment Plant; and

WHEREAS, the project was permitted by the County in May 2024; and

WHEREAS, Taylor Bailey Construction was the sole bidder; and

WHEREAS, Taylor Bailey Construction was awarded the project in the amount of \$95,480; and

WHEREAS, Amendment No. 1 was issued in the amount of \$3,436.80 for necessary bonds; and

WHEREAS, one of the repurposed tanks needed to be replaced, the additional cost is \$16,082.21; and

WHEREAS, there are sufficient funds in the Water Operations fund.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon Authorizes Amendment No. 2 to Agreement No. 2024-A134 with Taylor Bailey Construction for Independent Contractor Services in conjunction with the Water Treatment Plant septic system replacement for a total not to exceed \$114,999.01.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 17th day of June, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Pierre Washington, Mayor

ATTEST:

APPROVE AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney

**AMENDMENT #2 TO AGREEMENT NO. 2024-A134, CITY OF AMERICAN CANYON
STANDARD AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES
WITH TAYLOR-BAILEY**

RECITALS

1. The City of American Canyon (“CITY”) and Taylor-Bailey (“CONTRACTOR”) have entered into an Agreement (2024-A134) dated August 27, 2024.
2. The City and the Contractor have entered into Amendment #1 (2024-A181) to Agreement 2024-A134 dated December 6, 2024 for a not to exceed amount of \$98,916.80.
3. The Agreement provides for amendments to perform specific tasks under a specific scope of services that may arise during the term of the agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1.00 SERVICES AND COMPENSATION

CONTRACTOR agrees to provide services as listed in Attachment “A” to increase the contract amount for additional services in the amount of \$16,082.21 for a total not to exceed contract amount of \$114,999.01.

2.00 REMAINING PROVISIONS

All other terms of the August 27, 2024 Agreement remain in full force and effect.

Executed on _____, at American Canyon, California.

CITY:

CONTRACTOR:

By: _____
Jason B. Holley
City Manager

By: _____
Robert W. Covey
Project Manager

Attachment A



Taylor Bailey, Inc.
 355 LaFata Street
 Suite E
 St. Helena, CA 94574
 Lic. # 778716

Invoice

Date	Invoice #
4/30/2025	2816-REV

Bill To
City of American Canyon 4381 Broadway, Suite 201 American Canyon, CA 94503

Project
American Canyon - Water Treatment Plant

P.O. Number	Terms	Due Date
24-0906	Net 15	5/15/2025

Description	Hours/Qty.	Rate	Amount
Emergency Repair, Remove and Install New Dosing Tank December 18, 2025 Through January 3, 2025			
Equipment Total		210.00	210.00
Laborer		7,805.00	7,805.00
Caste Equipment #8917		794.25	794.25
Castle Equipment #8892		1,050.01	1,050.01
BoDean #13179		447.76	447.76
BoDean #13119		383.61	383.61
Vulcan Materials #2531701		93.60	93.60
Pace Supply #0310094891		2,521.39	2,521.39
Pace Supply #0310105893		78.96	78.96
Pace Supply #0310105440		292.64	292.64
Pace Supply #0310105288		126.93	126.93
Pace Supply #0310107151		7.40	7.40
Central Valley #3091159		43.40	43.40
Central Valley #3091425		21.52	21.52
Central Valley #3092076		13.06	13.06
Clover Flat Landfill #02-01037931		95.00	95.00
Subtotal			13,984.53
Overhead Mark up 15%		2,097.68	2,097.68

A service charge of 18% per annum will be charged on all amounts overdue on regular statement dates

We appreciate your prompt payment!

Total	\$16,082.21
Payments/Credits	\$0.00
Balance Due	\$16,082.21



TITLE

City Hall Roof Replacement Award of Contract

RECOMMENDATION

Adopt a Resolution awarding a contract to Modern Method Roofing in the amount of \$105,850 and authorizing the Public Works Director to approve contract change orders in an aggregate amount not to exceed the budget of \$140,000 in conjunction with the City Hall Roof Replacement Project (CF23-0100).

CONTACT

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

BACKGROUND & ANALYSIS

The low slope portion of the City Hall roof has reached the end of its useful life and has been prone to leaks the past couple of winters. While repairs have been made the recommendation is to overlay the existing roof with a 60 mil poly vinyl chloride (PVC) heat welded, Title 24 "Cool" roof, single ply membrane system. The PVC type of roof carries a 20-year manufacturer's materials warranty.

The project was estimated to cost less than \$225,000 therefore qualified to be bid informally per the bidding threshold of the California Uniform Construction Cost Accounting (CUPCCA) policies. Roofing contractors from the City's CUPCAA list were invited to bid on the roof project with only one responsive bid received by Modern Method Roofing of Napa in the amount of \$105,850.

Modern Method has successfully completed projects for the City and neighboring agencies over the years and staff recommends the contract for award. Any additional repair work that may be discovered during the course of work (i.e. water damage) may be authorized by the Public Works Director via contract change order up to the approved project budget. The work is anticipated to start in July 2025 and take approximately 8-16 working days pending weather.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Not applicable.

FISCAL IMPACT

The City Hall Roof Replacement Project (CF23-0100) is included in the FY 25/26 budgeted capital improvement program for an amount of \$140,000.

ENVIRONMENTAL REVIEW

15301 - The Project is exempt from review under the California Environmental Quality Act ("CEQA") under the Class 1 exemption of existing facilities of Section 15301 of Title 14 of the California Code of Regulations and said exemption is not negated by any exception under Section 15300.2 of said Regulations.

ATTACHMENTS:

1. [Resolution Modern Method](#)

RESOLUTION NO. 2025-

A RESOLUTION AWARDING A CONTRACT TO MODERN METHOD ROOFING IN THE AMOUNT OF \$105,850 AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO APPROVE CONTRACT CHANGE ORDERS IN AN AGGREGATE AMOUNT NOT TO EXCEED THE BUDGET OF \$140,000 IN CONJUNCTION WITH THE CITY HALL ROOF REPLACEMENT PROJECT (CF23-0100)

WHEREAS, a portion of the City Hall roof has reached the end of its useful life and has been prone to leaks the past couple of winters; and

WHEREAS, staff solicited informal bids from licensed roofers following the City adopted procedures of the California Uniform Construction Cost Accounting Act; and

WHEREAS, the City received a single bid from Modern Method Roofing of Napa in the amount of \$105,850; and

WHEREAS, Modern Method has successfully completed projects for the City and neighboring agencies over the years; and

WHEREAS, the work is budgeted in the FY 2025/26 Capital Improvement Project CF23-0100 for an amount not to exceed \$140,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby awards a contract to Modern Method Roofing in the amount of \$105,850 and authorizes the Public Works Director to approve contract change orders in an aggregate amount not to exceed the budget of \$140,000 in conjunction with the City Hall Roof Replacement Project (CF23-0100).

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 17th day of June, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Pierre Washington, Mayor

ATTEST:

APPROVE AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney



TITLE

Increase to the Fire District's Development and Fire Capital Facilities Fee for Fiscal Year 2025-2026 by the change in the Consumer Price Index.

RECOMMENDATION

Adopt a Resolution approving an increase to the American Canyon Fire Protection District's Development Impact Fee and Fire Capital Facilities Fee for All New Construction and New Development to Fund Fire Protection Services for Fiscal Year 2025-2026 by the Change in the Consumer Price Index of 1.3%.

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

On January 24, 2023, at a Regular Fire Board Meeting, the Board adopted Resolution 2023-05. This resolution initiated the process of implementing a fee to offset the rising costs that new development imposes on the District. The Board resolved to collaborate with the City of American Canyon to implement this fee for properties within both the City and the District, and with the County of Napa for properties within both the District and the County.

Subsequently, on March 21, 2023, the City of American Canyon adopted Ordinance 2023-02. Section 2, item H of this ordinance stipulates that the Fire Capital Facilities Fee shall automatically be adjusted annually on July 1, based on the change in the Consumer Price Index (CPI) for the San Francisco/Oakland/San Jose area for the twelve-month period ending the preceding April.

In accordance with Ordinance 2023-02, it is recommended that the Development Impact Fee for all new construction and new developments, which is intended to fund fire protection services, be increased by the cost-of-living adjustment of 1.3%. This adjustment aligns with the CPI increase for the specified region.

If approved, this adjustment will result in the Impact Fee increasing from one dollar and two cents (\$1.02) per square foot to one dollar and three cents (\$1.03) per square foot, representing a one cent (\$0.01) increase.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

The fiscal impact of applying the 1.3% CPI increase to the Development Impact Fee will result in the fee increasing from one dollar and two cents (\$1.02) to one dollar and three cents (\$1.03) per square foot. This represents a one cent (\$0.01) increase.

ENVIRONMENTAL REVIEW

None.

ATTACHMENTS:

- [1. Resolution - Fire District Impact Fees](#)
- [2. 2025 April CPI](#)
- [3. CC ORDINANCE 2023-02](#)

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON, CALIFORNIA, APPROVING THE ADJUSTMENT OF THE DEVELOPMENT IMPACT FEE AND FIRE CAPITAL FACILITIES FEE FOR ALL NEW CONSTRUCTION AND NEW DEVELOPMENT TO FUND FIRE PROTECTION SERVICES BY THE CHANGE IN THE CONSUMER PRICE INDEX OF 1.5%

WHEREAS, on January 24, 2023, at a Regular Fire Board Meeting, the Board adopted Resolution 2023-05 to begin the process of implementing a fee to offset the rising costs that new development imposes on the District; and

WHEREAS, the Board resolved to work with the City of American Canyon to implement this fee for properties within both the City and the District, and to work with the County of Napa for properties within both the District and the County; and

WHEREAS, on March 21, 2023, the City of American Canyon adopted Ordinance 2023-02, which under Section 2, item H, stipulates that the Fire Capital Facilities Fee shall automatically be adjusted annually on July 1, based on the change in the Consumer Price Index (CPI) for the San Francisco/Oakland/San Jose area for the twelve-month period ending the preceding April; and

WHEREAS, the CPI for the San Francisco/Oakland/San Jose area has increased by 1.3% for the twelve-month period ending April 2025; and

WHEREAS, it is consistent with Ordinance 2023-02 to apply this cost of living adjustment to the Development Impact Fee for all new construction and new development within the District; and

WHEREAS, the recommended adjustment will result in an increase of the Development Impact Fee from one dollar and two cents (\$1.02) per square foot to one dollar and three cents (\$1.03), representing a one-cent (\$0.01) increase; and

WHEREAS, this adjustment will help ensure that the District can adequately fund fire protection services in response to the demands imposed by new development.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon, State of California, hereby approves the adjustment of the Development Impact Fee for all new construction and new development to one dollar and three cents (\$1.03) per square foot, effective July 1, 2025, in accordance with the 1.3% CPI increase.

PASSED, APPROVED and ADOPTED at the regular meeting of the City Council of the City of American Canyon, State of California, held on the 17th day of June 2025 by the following:

AYES:

NOES:

ABSENT:

ABSTAIN:

Pierre Washington, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Geilfuss, City Clerk

William D. Ross, City Attorney

Table A. San Francisco-Oakland-Hayward, CA, CPI-U 2-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2021		2022		2023		2024		2025	
	2-month	12-month								
February	0.5	1.6	1.4	5.2	1.8	5.3	1.5	2.4	1.8	2.7
April	1.7	3.8	1.5	5.0	0.4	4.2	1.8	3.8	0.4	1.3
June	0.0	3.2	1.7	6.8	0.5	2.9	-0.1	3.2		
August	0.5	3.7	-0.5	5.7	0.0	3.4	-0.5	2.7		
October	0.7	3.8	1.0	6.0	0.3	2.8	0.0	2.4		
December	0.8	4.2	-0.3	4.9	-0.4	2.6	-0.4	2.4		

ORDINANCE NO. 2023-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON, CALIFORNIA, ACCEPTING THE DEVELOPMENT IMPACT FEE NEXUS STUDY AND LEVYING A FIRE CAPITAL FACILITIES FEE FOR ALL NEW CONSTRUCTION AND NEW DEVELOPMENT TO FUND FIRE PROTECTION SERVICES

WHEREAS, the American Canyon Fire Protection District (District) provides fire protection, emergency medical services and hazardous material response to residents and businesses within the City of American Canyon (City);

WHEREAS, the California Mitigation Fee Act authorizes the City to impose fees that offset the costs imposed on public services by new development, including the costs incurred for emergency response and fire protection services;

WHEREAS, the District has identified the need to plan for the impact of future development on existing resources, including keeping pace with new development by constructing and equipping current and future fire stations, and therefore retained the services of AP Triton to conduct a Long-Range Master Plan and Capitol PFG to conduct a development impact fee study;

WHEREAS, Capitol PFG has completed a development impact fee study which meets the requirements of the California Mitigation Fee Act. Specifically, the fee study makes findings as to the purpose and use of the fee as it pertains to the District's growth plan and the associated capital costs, and determines that the fees are supported by an appropriate "nexus" – meaning the amount of the fees successfully approximate the actual costs for which they are intended to offset;

WHEREAS, although the Fire Protection District Law of 1987 does not allow a fire district to directly charge a fee for public improvements, facilities, or equipment, it is common practice for fire districts to work with cities and counties to impose an impact fee on the fire district's behalf;

WHEREAS, the mutual interest of the City and District are fulfilled by the City enacting a Development Impact Fee, as authorized by the Mitigation Fee Act and the City's police powers, to fund fire and emergency response services for the protection of lives and property of City residents and to ensure that the District has the resources and capabilities of keeping pace with new construction within the City;

WHEREAS, consistent with Government Code section 66001, the City intends to levy a Development Impact Fee on all new residential, commercial, and industrial development within the City's boundaries, to fund capital equipment and facilities construction needs for the District;

WHEREAS, at the Fire Board's January 24, 2023 Regular Meeting, the Board adopted a Resolution to begin the process of implementing a fee to offset the rising costs that new development imposes on the District, and to work with the City to implement the fee (for properties within both the City

and the District) and to work with the County of Napa (for properties within the District and the County); and

WHEREAS, the proposed fee shall be updated on an annual basis to account for inflationary costs and/or as updates are needed based upon the current costs of construction and equipping fire stations.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council, having considered all the evidence, accepts the Development Impact Fee Nexus Study Prepared by Capitol PFG and the findings and conclusions therein, attached as **Exhibit A** and incorporated herein.

SECTION 2. The City Council adopts a Fire Capital Facilities Fee based upon the square footage of the structure as determined from the plans submitted with the application for a building permit and computed as follows:

- A. Any proposed structure designed for use as a single-family dwelling unit shall be assessed a fee of ninety-eights cents (\$.98) per square foot. For purposes of this subsection a single-family dwelling shall mean a dwelling unit containing not more than one kitchen and designed to house not more than one family.
- B. Any proposed structure designed for use as a multiple family dwelling unit shall be assessed a tax of ninety-eights cents (\$.98) per square foot. For purposes of this subsection, a multiple family dwelling unit shall mean any structure designed to house two or more families living independently of each other and may consist of one building or a series of detached dwelling units.
- C. Any proposed structure designed to be used for business or commercial purposes shall be assessed a tax of ninety-eights cents (\$.98) per square foot. Business or commercial purposes as used herein includes, but is not limited to, facilities used primarily for public assembly, sleeping rooms in hotels, or motels, and mental or physical convalescent facilities.
- D. Any proposed structure designed to be used for industrial purposes shall be assessed a tax of ninety-eights cents (\$.98) per square foot. Industrial purposes as used in this subsection shall mean any use involving manufacturing, fabricating, refining, processing, research, warehousing, or similar uses.
- E. Where a structure is replaced, no fee shall be payable, provided the square footage of the new structure is the same or less than the replaced structure.
- F. Where a structure is remodeled, no fee shall be payable, provided the square footage of the new structure is the same or less than the remodeled structure.
- G. If a fee had been previously paid to the District, and the new structure contains less square footage than the old structure, no refund shall be payable by the District.
- H. The Fire Capital Facilities Fee shall automatically be adjusted July 1 of each year according to the change in the Consumer Price Index for the San Francisco / Oakland / San Jose area for the twelve-month period ending the preceding April.

SECTION 3. The City shall implement, administer, and oversee the collection of such fees and remit those fees to the District. The actual amount of Fire Capital Facilities Fee due and payable shall be the amount determined under section 2 above less any Fire Mitigation Fee paid pursuant to District Resolution 86-5.

SECTION 4. The Development Impact Fee, including any adjustments based on inflation, may be required to be paid prior to the issuance of a building permit.

SECTION 5. Staff shall assist the District Fire Chief to take all actions necessary to implement, administer, and collect the Fire Capital Facilities Fee Schedule, and as part of the District's budget process shall annually review the estimated costs of capital improvements and capital equipment and evaluate the continued need for those improvements and the reasonable relationship between such need and the impacts of the various types of development pending or anticipated and for which the fee is charged.

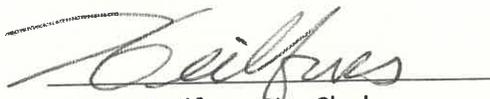
The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of American Canyon, State of California, held on the 7th day of March, 2023 by the following vote:

AYES: Councilmembers Aboudamous, Joseph, Vice Mayor Washington, and Mayor Garcia
NOES: None
ABSTAIN: None
ABSENT: Councilmember Oro

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of American Canyon, State of California, held on the 21st day of March, 2023, by the

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

ATTEST:


Taresa Geilfuss, City Clerk


Leon Garcia, Mayor
APPROVED AS TO FORM:


William D. Ross, City Attorney



TITLE

Janitorial Services Agreement

RECOMMENDATION

Authorize the City Manager to enter into an agreement with Premier Property Preservation, LLC for janitorial services for a term of one (1) year with the option for the City Manager to approve two (2) additional one (1) year extensions.

CONTACT

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

Brian Materne, Superintendent

Noni Thomas, Management Analyst

BACKGROUND & ANALYSIS

Janitorial services are a necessity throughout city owned facilities. The Public Works Department has one employee for the Building Maintenance division that must carry out all day-to-day and specialty maintenance, which makes it necessary to contract out janitorial services.

In February 2025, staff posted a Request for Proposals through OpenGov, the City's procurement portal. Through that process, eight (8) proposals were received in March 2025. Of those proposals, one (1) company was previously utilized, and staff was not pleased with their performance and three (3) others seemed to have had errors in their bid tabulations. The annual base costs for each:

Karla's Janitorial	\$128,000
Univeral Building Services	\$159,000
Built Clean	\$182,000
CBJ Building Maintenance	\$198,000
Premier Property Preservation	\$201,000
JJ Janitorial Services	\$255,500
ABM	\$258,000
Vested Solutions	\$410,500

Staff recommends contracting with Premier Property Preservation, LLC as they were the most responsible proposer. The contract term would be for one (1) year with two (2) one (1) year extensions to be approved by the City Manager. The total annual contract will be for \$201,000 which includes special event pricing of an average of 48 events per year.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

Staff estimates the total contract for the first year should not exceed \$201,000 with the inclusion of added costs for cleaning after special events. Special events were calculated at an average of 48 annually at an amount of \$8,700 over the base bid. Funds were budgeted in the ISF Building Maintenance Fund 651-50-535-42190.

ENVIRONMENTAL REVIEW

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

ATTACHMENTS:

- [1. Resolution Premier Property Preservation](#)

RESOLUTION NO. 2025-

AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PREMIER PROPERTY PRESERVATION, LLC FOR JANITORIAL SERVICES FOR A TERM OF ONE (1) YEAR WITH AN OPTION FOR THE CITY MANAGER TO EXTEND FOR ONE (1) YEAR FOR TWO (2) ADDITIONAL YEARS

WHEREAS, a contract for janitorial services is necessary to maintain the cleanliness and upkeep of city facilities; and

WHEREAS, the existing contract for janitorial services expires on June 30, 2025; and

WHEREAS, the city posted a request for proposals in February 2025 and received eight proposals in March 2025; and

WHEREAS, Premier Property Preservation, LLC was the responsible proposer at a cost of \$201,000 for a one year term, including allowances for special event pricing at an average of 48 events per year; and

WHEREAS, the funding is budgeted within the Building Maintenance Support Services ISF fund (651).

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to enter into an agreement with Premier Property Preservation, LLC for a term of one (1) year, July 1, 2025 to June 30, 2026, with an option of two (2) one year extensions to be authorized by the City Manager.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the ___ day of ____, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Pierre Washington, Mayor

ATTEST:

APPROVE AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney



TITLE

Appropriations Limit for Fiscal Year 2025-26

RECOMMENDATION

Adopt a Resolution establishing the Appropriations Limit of \$24,403,653 for Fiscal Year 2025-26.

CONTACT

Jemelyn Cruz, Finance Director

BACKGROUND & ANALYSIS

State law requires local agencies to set an appropriation limit each fiscal year. Only certain annual budget appropriations from proceeds of taxes, as defined by the law and accepted statewide guidelines, are subject to the limit. The appropriations limit is revised annually, usually upward, by a formula that uses a combination of percent changes in Statewide Per Capita Income (PCI) or Non-residential assessed valuation, if available, and City or County Population.

In November 1979, the people of California added Article XIII B to the State Constitution, which placed limitations on the appropriations of State and local governments. The Article was implemented by State Legislation that defined the process to calculate the appropriations limit and required that cities adopt a resolution setting an annual appropriations limit. The base year was set as fiscal year 1978-1979 and the first appropriations limit was applied to qualifying public agencies budgets for fiscal year 1980-1981.

In June 1990, the people approved Proposition 111, which, among other things, amended Article XIII-B. The amendment made significant changes to how the limit was calculated, what appropriations were subject to the limit, and added City Council resolution and independent audit requirements. One of the significant changes was to allow the City to make two choices when computing the appropriations limit:

- Inflation factor - choose between per capita income or increase in non-residential assessed valuation due to new construction
- Population factor – choose between City population growth and County population growth.

There are no penalties under Article XIII B for failure to adopt a limit. Compliance with the law is intended to be locally enforced by citizens. The State Government Code limits challenges in civil court to the appropriations limit calculation to a 45-day period after adoption.

If the portion of the City Budget that is subject to the appropriations limit exceeds the limit, the City can carry over the excess amount one year. If, after the second year, the City still exceeds the limit, the voters can approve a temporary override or the City would need to refund the excess amount to the people by lowering taxes or fees.

Updated Appropriations Limit

The change in the appropriations limit is calculated annually by staff from the information provided by the State Department of Finance each May. Consistent formulas are used to ensure an accurate calculation.

Proceeds of Taxes and Appropriations Subject to Limit

After the annual appropriations limit is calculated, the appropriations that are subject to the limit are determined. The appropriations limit only applies to appropriations that are funded from proceeds of taxes. Proceeds of taxes are fairly well defined in the statewide guidelines; however, the method to determine which appropriations are from proceeds of taxes can be complicated.

FY 2025-26 Appropriation Limit

The Fiscal Year 2025-26 appropriations limit was calculated using the Statewide Per Capita Personal Income increase of 6.44% and the City population increase of 2.94%. When applying these factors, the prior year limit increased by 9.57%.

City Limit

The appropriations limit increased \$2,335,430 to \$26,739,083 (Resolution in Attachment 1). Appropriations that are subject to the limit are \$21,611,417 so the City is under the appropriation limit by \$5,127,666. The detail computations are presented in the Appropriations Spending Limit Worksheet (Attachment 2).

Public Notice

As required by State Law, detailed worksheets supporting the appropriation limit calculations have been available for review by the public in the City Clerk's Office. Also, as required, a public notice has been published for this meeting to adopt the appropriations resolution.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Not applicable.

FISCAL IMPACT

None

ENVIRONMENTAL REVIEW

None.

ATTACHMENTS:

1. Resolution City Appropriation Limit
2. Appropriations Limit FY 2025-26

RESOLUTION NO. 2025-_____

A RESOLUTION ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2025-26

PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION

WHEREAS, Article XIII B of the California Constitution provides that the total annual appropriations subject to limitation of each governmental entity, including this City, shall not exceed the appropriation limit of such entity of government for the prior year adjusted for certain changes mandated by Proposition Four passed in November, 1979 and Proposition 111 in June, 1990 except as otherwise provided for in said Article XIII B and implementing State statutes; and

WHEREAS, pursuant to said Article XIII B, and Section 7900 et seq. of the California Government Code, the City is required to set its appropriation limit for each fiscal year; and

WHEREAS, the City Manager has conducted the necessary analysis and calculations to determine the appropriations limit for fiscal year 2025-26, relying on the permanent fiscal year 1993-1994 limit approved by the voters on November 3, 1994, and the following two adjustment factors: Change in Population; and Change in Per Capita Income; and

WHEREAS, based on such calculations the City Manager has determined the said appropriation limit, and pursuant to Section 7910 of the Government Code, has made available to the public the documentation used in the determination of the limit;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of American Canyon that:

- 1. The annual adjustment factors used to calculate the Fiscal Year 2025-26 appropriations limit shall be the change in State Per Capita Income 6.44% and January 2024 City population change of 2.94%.
2. The new Appropriation Limit for Fiscal Year 2025-26 shall be and is hereby set in the amount of \$26,739,083.
3. The Fiscal Year 2025-26 Adopted Budget appropriations subject to the appropriation limit is \$21,611,417.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on 17th day of June, 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Pierre Washington, Mayor

ATTEST:

APPROVE AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney

APPROPRIATIONS SPENDING LIMIT (Prop. 4 "Gann Limit")

City of American Canyon

FY 2025-26

Calculation of Spending Limit

Last Year's Limit (FY 2024-25) \$ 24,403,653

Adjustment Factors:

Change in Population/City 1.0294

**Change in Non-residential
Assessed Valuation N/A**

Change in Per Capita Income 1.0644

1.0957

Total Adjustment (Percent) 9.57%

Total Adjustment (Dollars) 2,335,430

NEW APPROPRIATION LIMIT FOR FISCAL YEAR 2025-26 \$ 26,739,083

Appropriations in Fiscal Year 2025-26 Compared to Limit

Proceeds from Taxes 21,611,417

Less Exclusions: -

Appropriations Subject to Limitation 21,611,417

Appropriations Limit for FY 2025-26 26,739,083

Amount Under Limit \$ 5,127,666

Determination of Proceeds of Taxes

(Source: Adopted Budget for FY 2025-26)

REVENUE	PROCEEDS OF TAXES	NON- PROCEEDS	TOTAL
Taxes			
Property Tax	12,783,500		12,783,500
Prop Tax In Lieu of Veh Lic Fees	2,395,000		2,395,000
Transfer Tax	160,000		160,000
Sales Tax	3,400,000		3,400,000
Transient Occupancy Tax	1,929,000		1,929,000
Tourist Business Imp District Tax	3,000		3,000
Card Room Admission Tax	320,000		320,000
Business License	265,000		265,000
Other Revenues:			
Franchise Fees		1,207,000	1,207,000
Vehicle Code Fines		81,000	81,000
Public Work Fees		10,500	10,500
Building Permits/Plan Check Fees		800,400	800,400
Planning Fees		12,500	12,500
Transfers In		5,118,869	5,118,869
Miscellaneous		3,649,012	3,649,012
SUBTOTAL	21,255,500	10,879,281	32,134,781
Allocation of Interest			
Subtotals Percent of Total	66.14%	33.86%	100.00%
Interest Allocation	355,917	182,210	538,127
Total with Interest	\$ 21,611,417	11,061,491	\$ 32,672,908



TITLE

Veolia Water Technologies and Solutions Contract Amendment

RECOMMENDATION

Adopt a Resolution authorizing Amendment No. 1 to Agreement No. 2024-A151 with Veolia Water Technologies and Solutions, increasing the contract amount by \$46,396 for a total amount not to exceed \$670,662 for Fiscal Year 25/26 and amending the Fiscal Year 2025/26 budget to increase Wastewater Operations Fund 540 by \$233,285 and Wastewater Capacity Fund 550 by \$23,198.

CONTACT

Norman Woods, Assistant Public Works Director - Utilities and Environmental Services

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

Juan Gomez, Assistant City Manager

BACKGROUND & ANALYSIS

The wastewater treatment process at the City's Water Reclamation Facility (WRF), also known as the Wastewater Treatment Plant, involves two primary methods: biochemical treatment and physical screening. Wastewater inflows fluctuate significantly in volume and composition throughout the day, month, and year. Despite this variability, the city is mandated to maintain consistently high effluent quality at all times. Therefore, it is essential to ensure that the WRF has sufficient hydraulic and biochemical treatment capacity to protect the environment and supply a reliable, continuous source of recycled water to customers.

There are financial risks associated with maintaining a plant at less than the needed capacity, in addition to procuring the required materials to maintain operational/strategic equipment control. If we cannot produce a reliable stream of recycled water, we would have to acquire potable or raw water at a much higher cost. Additionally, in a high storm event, we risk spilling stored influent into the wetlands and associated fines. Finally, we risk being unable to keep up with the requirements of future growth in the community.

On October 15, 2024, the City of American Canyon adopted a Resolution authorizing the City Manager to execute a purchase agreement with Veolia Water Technologies and Solutions for the procurement of eight hundred ninety-six (896) "ZW500D RX12 430 ft²" membrane modules, twelve (12) ZW500D LEAPmbr 16M cassette frames, and associated materials for existing cassette

refurbishment and LEAPmbr upgrade, for use at the Water Reclamation Facility for a total cost of \$3,121,330 and amending the Fiscal Year 2024/25 budget to increase Wastewater Operations Fund 540 to \$422,087 and Wastewater Capacity Fee Fund 550 to \$202,179 to account for the current Year 1 membrane cost of \$624,266.

A national administration change has led to policies and implementation of tariffs that have led to an increase in for the membranes, cassettes, and associated materials required for the membrane refurbishment.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

The cost of purchasing new membranes (\$3,121,330) is proposed to be paid over a period of five years. The existing membrane replacements were included in the recently adopted wastewater user fee structure and will utilize operating budget (\$2,110,433), the cost for membranes that increase the plant's hydraulic capacity will utilize wastewater capacity fee budget (\$1,010,897). The annual cost of the replacements (\$670,662) will be included in the Wastewater Operations Fund 540 (\$445,285) and Wastewater Capacity Fee Fund 550 (\$225,377) FY2026-2027 Budget and each successive year thereafter for five years. The Fiscal Year 2025/26 budget was approved with \$212,000 earmarked for membranes in Fund 540 and \$207,179 in Fund 550. To account for the current Year 2 membrane cost of \$670,662, Wastewater Operations line item 540-50-570-46130 will be increased by \$233,285 and Wastewater Capacity Fee line item 550-85-450-46130 will be increased by \$23,198.

With the volatile nature of the tariffs being implemented, the need to adjust the budget annually may be required.

ENVIRONMENTAL REVIEW

15301 - The Project is exempt from review under the California Environmental Quality Act ("CEQA") under the Class 1 exemption of existing facilities of Section 15301 of Title 14 of the California Code of Regulations and said exemption is not negated by any exception under Section 15300.2 of said Regulations.

ATTACHMENTS:

- [1. Resolution WRF Membranes Year 2](#)
- [2. American Canyon - Tariff Letter](#)
- [3. Agreement 2024-A151 - Veolia Water Technologies](#)

RESOLUTION NO. 2025-

AUTHORIZING AMENDMENT NO. 1 TO AGREEMENT NO. 2024-A151 WITH VEOLIA WATER TECHNOLOGIES AND SOLUTIONS, INCREASING THE CONTRACT AMOUNT BY \$46,396 FOR A TOTAL AMOUNT NOT TO EXCEED \$670,662 FOR FISCAL YEAR 2025/26 AND AMENDING THE FISCAL YEAR BUDGET TO INCREASE THE WASTEWATER OPERATIONS FUND 540 BY \$233,285 AND WASTEWATER CAPACITY FEE FUND 550 BY \$23,198 TO ACCOUNT FO THE CURRENT YEAR 2 MEMBRANE COST OF \$670,662

WHEREAS, the City operates a Water Reclamation Facility (WRF) that uses biochemical and physical screening methods to treat wastewater and supply recycled water to customers; and

WHEREAS, the WRF must maintain consistent high-quality effluent despite fluctuations in wastewater inflow and composition, to comply with environmental standards, avoid regulatory fines, and meet community demand; and

WHEREAS, maintaining adequate treatment capacity and procuring essential equipment and materials is critical to mitigating financial and environmental risks, including the costly need to purchase potable or raw water and the potential for unauthorized discharges during storm events; and

WHEREAS, on October 15, 2024, the City Council adopted a resolution authorizing the City Manager to execute Agreement No. 2024-A151 with Veolia Water Technologies and Solutions for the purchase of eight hundred ninety-six (896) ZW500D RX12 430 ft² membrane modules, twelve (12) ZW500D LEAPmbr 16M cassette frames, and associated materials for refurbishment and upgrade of the membrane system at the WRF for a total five-year cost of \$3,121,330; and

WHEREAS, the cost of the membrane replacements is to be paid over five years and was incorporated into the wastewater user fee structure, with funding allocated between the Wastewater Operations Fund 540 (\$2,110,433) and the Wastewater Capacity Fee Fund 550 (\$1,010,897); and

WHEREAS, recent federal administrative changes and resulting tariff implementations have increased the cost of membrane modules, cassette frames, and associated materials, necessitating a contract amendment; and

WHEREAS, staff recommends approval of Amendment No. 1 to Agreement No. 2024-A151, increasing the FY 2025/26 contract amount by \$46,396, for a revised not-to-exceed amount of \$670,662 for that fiscal year, with ongoing funding adjustments anticipated in response to future tariff volatility; and

WHEREAS, Wastewater Operations Fund 540 will be increased by \$223,285 and Wastewater Capacity Fee Fund 550 will be increased by \$23,198 to account for the current Year 2 membrane cost of \$670,662.

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

1. The City Council hereby authorizes Amendment No. 1 to Agreement No. 2024-A151 with Veolia Water Technologies and Solutions, increasing the contract amount by \$46,396 for a total amount not to exceed \$670,662 for Fiscal Year 2025/26.
2. The City Manager, or their designee, is authorized to execute Amendment No. 1 and any related documents necessary to implement the agreement, subject to approval as to form by the City Attorney.
3. The Finance Director is authorized to make the necessary budget adjustments consistent with this Resolution and in future years, as needed, to respond to cost increases related to market conditions or federal tariff impacts.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 17th day of June, 2025 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Pierre Washington, Mayor

ATTEST:

APPROVE AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney



City of American Canyon
151 Mezzetta Court
American Canyon, CA 94503

Brandon Morettin
Contract Program Manager, ZeeWeed ITR
Water Technologies & Solutions

Re: City of American Canyon – Membrane Replacement Agreement 615771-2 – Amendment for New Reciprocal Tariffs

May 21, 2025

Dear Nolan,

This letter is provided to confirm our agreement to amend the membrane replacement agreement between the City of American Canyon and ZENON Environmental Corporation (a wholly-owned business of Veolia Water Technologies & Solutions) outlined in our proposal number 615771-2 dated September 24, 2024 and your agreement 2024-A151.

ZENON will increase the total project order value by \$46,394 (after applicable taxes) to manage the prevailing tariff rate on goods imported into the US. Please note that this rate is subject to change prior to import into the US. In the event of any increase or decrease in tariff rates, we would work with you to adjust the amendment price accordingly, subject to mutual agreement.

Through this letter, ZENON Environmental Corporation and the City of American Canyon confirm their agreement to proceed with the project value increase of \$46,394 (after applicable taxes).

**Offered by
Legal Entity:** ZENON Environmental Corporation, also known as Veolia or Seller

**Accepted
by Legal
Entity:** City of American Canyon

Authorized Signature by:

Title:

Signature Date:

Signature:

Purchase Order No:

If you have any questions, please do not hesitate to contact me.

Sincerely,

Brandon Morettin
Contracts Program Manager
Veolia Water Technologies & Solutions
289 659 7287
brandon.morettin@veolia.com

CITY OF AMERICAN CANYON AGREEMENT NO. 2024-A151

**CITY OF AMERICAN CANYON
STANDARD AGREEMENT
FOR INDEPENDENT CONTRACTOR SERVICES**

THIS AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into this 16th day of October 2024, by and between the City of American Canyon (“CITY”), a Municipal Corporation and Zenon Environmental Corporation (“CONTRACTOR”), who agree as follows:

RECITALS

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

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

WHEREAS, Contractor is agreeable to providing the services on the terms and conditions hereinafter set forth. Should there be a discrepancy or conflict between the terms and conditions contained in this Agreement and the terms and conditions contained in Contractor’s proposal, work order, or similar documentation, then the terms and conditions contained in this Agreement shall govern.

NOW THEREFORE, the parties agree as follows:

1. **Term of Agreement**: The Term of this Agreement shall extend from October 16, 2024, (“Commencement Date”) to June 30, 2029 (the “Termination Date”).
2. **Contractors Services**. Contractor shall perform the services described in Exhibit A (“Scope of Work” and/or “Services”) to the full satisfaction of City.
3. **Time of Performance**. Contractor shall perform the Services on or by the Termination Date set forth in Agreement section 1, unless extended in writing by the parties pursuant to the terms of this Agreement.
4. **Compensation**. City agrees to compensate Contractor, and Contractor agrees to accept in full satisfaction for the Services required by this Agreement the consideration set forth in Exhibit B, attached and incorporated by this reference (“Payment”). City shall pay Contractor in accordance with the schedule of payment set forth in Exhibit B.
5. **Independent Contractor**. Contractor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor’s employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

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

writing by the City. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

- a. Contractor shall procure and maintain for the duration of this Agreement insurance as set forth in Exhibit C, attached and incorporated by this reference. The cost of such insurance shall be included in the Contractor's bid.
 - b. Contractor agrees to maintain in force at all times during the performance of the Scope of Work under this Agreement, workers' compensation insurance as required by law.
 - c. Contractor agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other applicable contract documents. Subcontractor further agrees to include these same provisions with any sub-subcontractor. A copy of the Indemnity and Insurance provisions in this Agreement will be furnished to the subcontractor upon request. The General Contractor shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and will provide proof of compliance to the City.
 - d. Contractor shall require each of its subcontractors to maintain insurance coverage which meets all of the requirements of this Agreement, to the extent they apply to the scope of subcontractors work.
 - e. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California.
 - f. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may terminate this Agreement.
 - g. At all times during the term of this Agreement, Contractor shall maintain on file with the City a certificate or certificates of the required insurance as set forth in Exhibit C showing that the required insurance policies are in effect in the required amounts.
13. **Indemnification.** To the fullest extent permitted by law Contractor shall indemnify, defend and hold harmless City, its elected and appointed officials, officers, attorneys, agents, employees, volunteers and each of them ("City indemnitees"), from and against any and all third party , claims, , judgments, including reasonable legal counsels' fees and costs of litigation ("claims") related to bodily injury including death and damage to physical property, to the extent arising out of or in connection with Contractor's negligence,

recklessness or willful misconduct in the performance of work hereunder , except for such loss or damage to extent arising from the negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this Agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees incurred in defense of such claims.

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

14. **Termination.**

- a. In addition to any other rights of termination and suspension set forth in this Agreement or at law, either party may terminate this Agreement with or without cause by providing ten (10) days' notice in writing to the other party.
- b. The City may terminate this Agreement at any time with prior notice in the event that Contractor commits a material breach of the terms of this Agreement, and after receipt of such notice the Contractor fails to cure or to diligently commence actions to cure such breach. In the event of an emergency situation or situations potentially causing imminent harm, loss, or damage, the City may in its sole discretion suspend the Agreement without prior notice. The delivery or performance date shall be extended for a period equal to the time lost by reason of such suspension, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If delivery or performance is delayed

for a period exceeding 180 (one hundred and eighty) days, either Party may terminate this Agreement without further liability provided that Seller shall be paid an amount equal to that which would be payable to Seller under the article entitled "Termination".

- c. In the event of termination of this Agreement by City, due to no fault or failure of performance by Contractor, Contractor shall be paid full compensation for all services performed by Contractor, in an amount to be determined as follows: For work done in accordance with the terms and provisions of this Agreement, Contractor shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation plus any direct and reasonable cancellation costs incurred by Contractor; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid to Contractor for the full performance of the Scope of Work under this Agreement.
- d. Upon termination, this Agreement shall become of no further force or effect and all parties shall be discharged from their duties and obligations under this Agreement. Notwithstanding, the provisions of this Agreement concerning retention of records, City's rights to material produced, confidential information, Contractor's responsibility, indemnification, insurance, dispute resolution, litigation, and jurisdiction and severability shall survive termination of this Agreement.

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

Contractor shall address notices to:

Erica Ahmann Smithies, PE
Public Works Director
City of American Canyon
4381 Broadway, Suite 201
American Canyon, CA 94503

City shall address notices to:

Zenon Environmental Corporation
nam.service.pocentral@veolia.com
3239 Dundas Street West
Oakville, ON L6M 4B2
CANADA
Attention: Dhaval Shah
Director, ZeeWeed NAM ITR

16. **Prevailing Wages.** In accordance with the provisions of sections 1770 *et seq.* of the California Labor Code, the Director of Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. Contractor will be required to pay all persons employed on the project by the Contractor's sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, part 7, Chapter 1, Article 2, sections 1770, 1773, 1773.1." These documents may be obtained from the State of California.

17. **Compliance with Laws.**

- a. **In General.** Contractor shall observe and comply with all laws, policies, general rules and regulations established by City and shall comply with the common law and all laws, ordinances, codes and regulations of governmental agencies, (including federal, state, municipal and local governing bodies) applicable to the performance of the Scope of Work hereunder, that are in effect as of the date of this Agreement, including, but not limited to, all provisions of the Occupational Safety and Health Act of 1979 as amended.
- b. **Labor Laws:** Contractor shall comply with and adhere to all applicable labor laws, including, but not limited to, alien labor, prevailing wages, etc. Contractor shall comply with all applicable provisions of the California Labor Code.
- c. **Drug-free Workplace.** Contractor's employees and subcontractors shall comply with the City's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees and/or subcontractors shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code section 812, including marijuana, heroin, cocaine, and amphetamines, at any facility, premises or worksite used in any manner in connection with performing services pursuant to this Agreement. If Contractor or any employee or subcontractor is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at such a facility, premises, or worksite, the Contractor shall notify the City within five (5) days.

- d. Discrimination Prohibited. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 *et seq.*) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this Agreement by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 *et seq.*). Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. Harassment Prohibited. Contractor and Contractor’s employees and subcontractors shall comply with the City's Workplace Harassment and Discrimination Policy.
- f. Illness and Injury Prevention Program (IIPP). Contractor shall provide the City with a copy of their IIPP to show compliance with CalOSHA.
- g. Licenses and Permits. Contractor represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to practice its profession. Contractor shall secure and maintain a business license with the City during the term of this Agreement.

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

19. **Special Conditions.** Notwithstanding anything else contained in this Agreement, to the maximum extent permitted by law, and regardless of whether a claim is based in contract (including warranty or indemnity), extra-contractual liability, tort (including negligence or strict liability), statute, equity or any other legal theory:

a. Excluding Contractor's third party indemnity obligations, the obligations contained in Section 13 of this Agreement, *supra*, gross negligence or willful misconduct, liability for Breach of Confidentiality, and amounts paid on behalf of the Contractor, associated with a claim which is covered by an insurance policy required to be carried by the Contractor up to the required limits pursuant to Exhibit C to this Agreement, the total liability of Contractor for all claims arising out of or relating to the performance or breach of this Agreement or use of any equipment or services shall not exceed the total price paid by buyer under this Agreement or \$200,000.00 whichever is greater. This section shall not be construed as a limitation of Contractor's insurance obligations contained in Exhibit C to this Agreement as stated above in this para. Nor shall this section be construed to limit or abrogate Contractor's obligations should its insurer decline or limit coverage to Contractor.

b. In no event shall either party be liable for any loss of profit or revenues, loss of production, loss of use of equipment or services of any associated equipment, interruption of business, cost of capital, cost of replacement water or power, downtime costs, increased operating costs, claims of buyers customers for such damages, or for any special, consequential, incidental, indirect, punitive or exemplary damages.

20. **Exhibits.** All exhibits referred to in this Agreement are attached and incorporated by this reference.
21. **Benefits and Taxes.** Contractor shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, federal and state income taxes, for which Contractor shall indemnify and hold City harmless from any and all liability that City may incur because of Contractor's failure to pay such taxes. City shall have no obligation whatsoever to pay or withhold any taxes on behalf of Contractor.
22. **Dispute Resolution.** Should any dispute arise concerning any provisions of this Agreement, or the parties' rights and obligations hereunder, the parties shall meet and confer in an attempt to resolve the dispute. Prior to commencing any legal action, the complaining party shall provide to the other party thirty (30) days' written notice of the intent to take such action; provided that such notice shall not be required where a delay in commencing an action would prejudice the interests of the party that intends to file suit. During the thirty (30) day notice period, the parties shall meet and confer in an attempt to resolve the dispute. Except as specifically provided, nothing herein is intended to waive or abridge any right or remedy that either party may have.

23. Default and Remedies.

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

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

25. Documents and Records.

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

26. **Inspection of Books and Records.** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records, or reports of the other party pertaining to this Agreement or matters

related hereto. Each of the parties hereto shall maintain and make available for such inspection accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement. The audit provisions shall not apply to fixed prices, or fixed unit rates or fixed percentage markup.

27. **Confidential Information.** Contractor shall hold any confidential information received from City in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, Contractor shall return materials which contain any confidential information to City. Contractor may keep one copy for its confidential file. For purposes of this section, confidential information is defined as all information disclosed to Contractor which relates to City's past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law.
28. **Successors and Assigns.** This Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties hereto.
29. **Waiver.** Any waiver at any time by either party hereto of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other default or matter.
30. **Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
31. **Agreement Interpretation.** Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code section 1654 in order to interpret any uncertainty in the meaning of the Agreement.
32. **Entire Agreement.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the subject matter described herein. In the event of a conflict between the terms of this Agreement and any work order or any other document regarding the Services or Scope of Work to be performed, the terms of this Agreement shall prevail.
33. **Jurisdiction and Severability.** This Agreement shall be governed and construed in accordance with California law. The venue for any legal action in State court filed by a party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. The venue for any legal action in Federal court filed by a party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement within the jurisdiction of the Federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceeding under this Agreement shall be in Napa County, California; however nothing in this Agreement section shall obligate a party to submit to arbitration any dispute arising under this Agreement. If any term or provision of

this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

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

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

CONSULTANT

BY: *Dhaval Shah*
Dhaval Shah (Nov 22, 2024 16:13 EST)
Dhaval Shah
Director of ZeeWeed NAM ITR

DATE: 11/22/2024

CITY OF AMERICAN CANYON

BY: *JH*
Jason B. Holley (Nov 22, 2024 13:38 PST)
Jason B. Holley
City Manager

DATE: 11/22/2024

APPROVED AS TO FORM:

BY: *William D. Ross*
William D. Ross
City Attorney

DATE: 11/22/2024

APPROVED AS TO BUDGET AUTHORITY:

BY:  _____
Juan Gomez
Finance Director

DATE: 11/22/2024

APPROVED AS TO INSURANCE:

BY:  _____
William D. Koss
City Attorney

DATE: 11/22/2024

Attachments:

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

EXHIBIT A
SCOPE OF WORK

Contractor shall complete the attached Scope of Work.



Membrane Replacement Agreement

To:	City of American Canyon, referred to here as American Canyon or Buyer	Date:	September 24, 2024
		No. of Pages:	28 including cover
Attention:	Nolan Garcia	Email:	NGarcia@cityofamericancanyon.org
Plant Address:	151 Mezzetta Court American Canyon, CA 94503	Telephone:	707 647 4527
From:	Jason Diamond Regional Lifecycle Manager Western USA	Email:	jason.diamond@veolia.com
		Cell No.:	905 399 7055
CC:	Brian Anderson, Brad Leidecker (CHC)		
Subject:	Membrane Replacement Agreement (MRA): materials, off-site and on-site support	Proposal No.:	615771-2
		Original Project No.:	500054
Plant Data:	Please provide corrections if inaccurate American Canyon WWTP – Municipal Sanitary Wastewater Treatment. 4 trains, each train with 11 x 16M cassettes with ZW500D 370ft ² membranes. Initial Substantial Completion date: August 2002.		



Proposal Provisos

This proposal has been issued based on the information provided by the customer and on information currently available to Veolia Water Technologies & Solutions at the time of proposal issuance. Any changes or discrepancies in site conditions, including but not limited to changes in system influent water characteristics, changes in environmental health and safety (EH&S) conditions, changes in the reissued state/provincial disposal system permit, changes in buyer financial standing, buyer requirements, or any other relevant change or discrepancy in the factual basis upon which this proposal was created may lead to changes in the offering, including but not limited to changes in pricing, guarantees, quoted specifications, or terms and conditions.

Confidential and Proprietary Information

The enclosed materials are considered proprietary property of Veolia Water Technologies & Solutions (Veolia). No assignments, either implied or expressed, of intellectual property rights, data, know how, trade secrets or licenses of use thereof are given. All information is provided exclusively to the addressee and agents of the addressee for the purposes of evaluation and is not to be reproduced or divulged to other parties, nor used for manufacture or other means, without the express written consent of Veolia. The acceptance of this document will be construed as an acceptance of the foregoing.

Trademarks

The following are trademarks of Veolia Water Technologies & Solutions and may be registered in one or more countries:

+100, ABMet, Absolute.Z, Absolute.Za, AccuSensor, AccuTrak, AccuTrak PLUS, ActNow, Acufeed, ALGAECAP, AmmCycle, Apogee, APPLICATIONS ATLAS, AquaFloc, AquaMax, Aquamite, Aquaplex, AquaSel, Aquatrex, Argo Analyzer, AutoSDI, BENCHMARK, Betz, BetzDearborn, BEV Rite, BioHealth, BioMate, BioPlus, BIOSCAN, Bio-Trol, Butaclean, Certified Plus, CheckPoint, ChemFeed, ChemSensor, ChemSure, CHEX, CleanBlade, CLOROMAT, CoalPlus, COMP-METER, COMP-RATE, COMS (Crude Overhead Monitoring System), Continuum, CopperTrol, CorrShield, CorTrol, Custom Clean, Custom Flo, Cyto3, DataGuard, DataPlus, DataPro, De:Odor, DELTAFLOW, DEOX, DeposiTrol, Desal, Dianodic, Dimetallic, Dispatch Restore, Durasan, DuraSlick, Durasolv, Duratherm, DusTreat, E-Cell, E-Cellerator, ELECTROMAT, Embreak, EndCor, EXACT, FACT-FINDER, Feedwater First, Ferrameen, Ferroquest, FilterMate, Fleet View, FloGard, Flotrex, Flotronics, FoamTrol, FoodPro, Fore4Sight, ForeSight, FRONTIER, FS CLEAN FLOW, FuelSolv, Full-Fit, G.T.M., GenGard, GEWaterSource, Glegg, Heat-Rate Pro, High Flow Z, HPC, HPD Process, HyperSpense, Hypure, Hytrex, InfoCalc, InfoScan, InfoTrac, InnovOx, InSight, IONICS, IONICS EDR 2020, IPER (Integrated Pump & Energy Recovery), iService, ISR (Integrated Solutions for Refining), JelCleer, KlarAid, Kleen, LayUp, Leak Trac, Leakwise, LEAPmbr, LEAPprimary, Learning Source, LOGIX, LoSALT, M-PAK, MACarrier, Mace, Max-Amine, MegaFlo, Membrex, MemChem, Memtrex, MerCURx, MetClear, MiniWizard, MK-3, MOBILEFLOW, MobileRO, Modular Pro, ModuleTrac, MonitAll, Monitor, Monitor Plus, Monsal, MP-MBR, MULTIFLOW, Muni.Z, NEWater, NGC (Next Generation Cassette), Novus, NTBC (Non Thermal Brine Concentrator), OptiGuard, OptiSpense, OptiTherm, Osmo, Osmo PRO, Osmo Titan, Osmonics, Pacesetter, PaceSetter, Petroflo, Petromeen, pHlimPLUS, PICOPORE, PlantGuard, PolyFloc, PowerTreat, Predator, PRO E-Cell, Pro Elite, ProCare, Procera, ProChem, Proof Not Promises, ProPAK, ProShield, ProSolv, ProSweet, Purtrex, QSO (Quality System Optimization), QuickShip, RCC, RE:Sep, Rec-Oil, Recurrent, RediFeed, ReNEW, Renewell, Return on Environment, RMS (Rackless Modular System), ROSave.Z, SalesEdge, ScaleTrol, SeaPAK, SeaPRO, SeaSMART, Seasoft, SeaTECH, Selex, Sencicore, Sentinel, Sepa, Sevenbore, Shield, SIDTECH, SIEVERS, SmartScan, SoliSep, SolSet, Solus, Spec-Aid, Spectrus, SPLASH, Steamate, SteriSafe, Styrex, SUCROSOFT, SUCROTEST, Super Westchar, SuperStar, TFM (Thin Film Membrane), Terminator, Thermoflo, Titan RO, TLC, Tonkaflo, Travelab, Trend, TruAir, TrueSense, TurboFlo, Turboline, Ultrafilic, UsedtoUseful, Vape-Sorber, VeriFeed, VersaFlo, Versamate, VICI (Virtual Intelligent Communication Interface), V-Star, WasteWizard, WATER FOR THE WORLD, Water Island, Water-Energy Nexus Game, WaterGenie, WaterNODE, WaterNOW, WaterPOINT, WellPro.Z, XPlat, YieldUp, Z-BOX, Z-MOD, Z-PAK, Z-POD, ZCore, ZeeBlok, ZeeLung, ZeeWeed, ZENON, and Z.Plex.



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1 Introduction

Veolia Water Technologies & Solutions is pleased to present this proposal to the City of American Canyon for a Membrane Replacement Agreement (MRA) for replacement and additional wastewater membranes at the American Canyon Wastewater Treatment Plant.

It is expected that American Canyon will require replacement and additional membranes within the next 5 years and that membrane replacement will be staggered, with one train replaced per replacement event.

Veolia will provide our latest wastewater membrane, the ZW500D RX12, with 430ft² of surface area per membrane. See Attachment A for further product information.

The scope of this agreement will include the following:

- ZW500D RX12 430ft² replacement and additional membranes;
- ZW500D 16M LEAPmbr cassettes;
- ZW500D cassette refurbishment components – 16M;
- Components and off-site support to upgrade existing cassettes to LEAPmbr aeration;
- On-site membrane installation, cassette refurbishment and LEAPmbr upgrade assistance.

Details of the scope are set out in the sections below.

Veolia is a proven leader in delivering tangible value to our clients over the life of the plant. Our measure of success is how well we deliver **solutions** that help our clients meet their critical business objectives. Benefits of this agreement include:

- Timely lifecycle costs over the period of the agreement
- Planned membrane replacement

Through long-acquired membrane experience, Veolia has clearly distinguished itself from other membrane manufacturers. A mature service culture and deep technical expertise are at the ready to serve and support American Canyon through this next membrane lifecycle.

Veolia would like to note that under the current exceptional circumstances across global supply chains and logistics networks, Veolia may not be in a position to guarantee and comply with the planned schedule for product / project delivery or performance. Veolia reserves the right to modify the schedule / contract accordingly. Veolia will promptly inform you of any changes which may impact the contract.



2 Membrane Replacement Agreement

Through the term of this agreement, Veolia will provide a quantity of membranes to replace the existing full plant of ZW500D 370ft² membranes, and additional membranes and cassettes to populate all existing cassette spaces at the American Canyon WWTP.

Based on the projected life of the current membranes and the planned start date of this agreement, Veolia anticipates the following replacement schedule*:

Agreement Year:	1	2	3	4	5	Total
370ft ² membranes replaced	176	176	176	176	---	704
430ft ² membranes provided	224	224	224	224	---	896

*Through the term of this agreement, Veolia will work with American Canyon to determine the actual timing of replacement events based on plant performance and membrane condition, with the ultimate goal to maximize membrane life.

It is possible that, through virtue of good membrane management and plant operation, American Canyon may extend membrane life of the current membranes beyond the end date of this agreement. To avoid unnecessary premature replacement, American Canyon may choose to defer delivery of membranes into a future year provided that all membranes are received and accepted within a 3-year period following final billing for the agreement.

This membrane replacement agreement provides assurance to the City of American Canyon that over the course of the agreement, Veolia will provide the membrane modules specified or equivalent for use at the American Canyon WWTP.

For optimal economics and to follow best membrane replacement practices, pricing is based on replacing multiples of at least 1 train worth of membranes at a time. Should American Canyon request quantities other than a minimum of 1 full train per installation event over the term of this agreement, an adjustment to the annual invoice may be made to account for additional costs.

*Pricing is based on the proposed replacement schedule provided in the table above. If the actual shipment schedule is accelerated, additional cost/payments may be required.



3 Veolia Scope & Price

Veolia's scope includes the material and services outlined in the table below. The sections that follow provide additional detail regarding each scope item.

Item Description	Part #	Quantity	Price
ZW500D RX12 430ft ² membrane modules, section 4.1	3178087	896	2,414,230
ZW500D LEAPmbr 16M cassette frames, section 4.1	3184788	12	
	3184265*		
2-year full replacement membrane warranty, section 11		Incl.	
Cassette refurbishment and LEAPmbr upgrade, sections 4.3 and 4.4		Incl.	
Hardware, section 4.2		Lot	
<i>Estimated applicable tax on materials only (7.75%)**</i>		<i>Incl.</i>	<i>186,793</i>
Materials, including estimated applicable tax		Sub-total	2,597,023
Off-site support, project management, section 5.1		Incl.	76,810
International shipment, fees, and duties, section 6		Incl.	260,937
Freight, DDP project site, section 6	3095534	Incl.	
Off-site labor, delivery		Sub-total	337,747
Materials, off-site labor, delivery		Sub-total	2,934,770
On-site support – 2 x FSRs, each on site for a total of 36 x 10-hour days over 4 visits to site, plus travel & living, section 5.2	135491	4 visits	186,560
On-site support		Sub-total	186,560
All figures are in USD. Please make purchase order to ZENON Environmental Corporation. Estimated taxes have been included, but tax rates applicable at time of invoicing will be used.		Total Price	3,121,330
Annual payment			624,266

*Part numbers provided above represent modules shipping in 16M LEAPmbr cassette frames (3178087), 30M shipping frames (3184788), and loose bag & box (3184265).

**Sales tax estimated at current rate of 7.75% for American Canyon, CA on materials as per <http://www.cdtfa.ca.gov/taxes-and-fees/rates.aspx>. Actual tax rate at time of invoicing will be added on all invoices.

Prices provided above for the total and annual fee are prior to annual inflation adjustments.

The annual fee is based on a proposed 5-year agreement duration starting in 2024, and will be subject to annual adjustments for inflation increases through the term of the agreement



based on changes in the US Consumer Price Index, all items in US city average, all urban consumers, not seasonally adjusted – series I.D. [CUUR000SA0](#).

Annual Adjustments:

$$\text{Annual Fee} \times \left(1 + \left(\frac{\text{Index-1A} - \text{Index-1B}}{\text{Index-1B}} \right) \right)$$

Where **Index-1A** is the current month/year and **Index-1B** is the month/year 12 months prior. The index used will be the latest available at the time of each calculation – which will typically occur just prior to the start of each agreement year. Each adjustment will be applied to the annual fee in place at the time of each calculation.

In any instance of a reduction in the year-over-year inflation indexes, the annual invoice value will be held the same as the previous year.

The annual fee will be invoiced each year at the beginning of the period. Should the agreement be terminated for any reason, please see section 12 item 8.

Proposal Notes:

- **Price Review.** Notwithstanding the terms set forth herein or of any agreement or acceptance of Seller’s quotation, Seller reserves the right at any time and from time to time by notice in writing to the Buyer to (a) determine periodic price reviews based on Goods’ raw material increase arising from currency devaluations (b) increase Prices (or impose temporary price adjustments) based on increases in the cost of base components for the Goods or Services provided, where the increase is due to increased global demand, limited supply, temporary product shortages, allocation of supply, or such other similar inflationary pressures; and (c) impose a surcharge equal to any increase in the cost of the Goods or Services as a result of a modification of exchange rates, duties, taxes or other levies imposed by public authorities.
- **Shipment/Collection Delays:** *The membrane sale will be subject to price adjustment if not collected within 1 month of Readiness for Shipment. After the one month of Readiness for Shipment if Purchaser does not send his agreement to receive or collect the membranes (depending on Incoterms), Seller is entitled to reallocate the membranes to another customer.*

4 Material Description

The following materials are provided within Veolia's scope of supply.

4.1 Membrane Modules & Cassettes

- Veolia will provide 896 x ZeeWeed 500D 430ft² wastewater membrane modules
- Veolia will provide 12 x ZW500D 16M LEAPmbr cassettes. See Attachment B for further product information.

4.2 Hardware

- 160 x #118 EPDM permeate spigot o-rings;
- 40 x ZW500D element end cap keys;
- 12 x ZW500D blank header sets;
- Hanging arms and leveling pins for 12 x new LEAPmbr cassettes;
- Permeate and aeration connections for 12 x new LEAPmbr cassettes;
- Safety hoist ring for new 16M LEAPmbr cassettes (1 set);
- Tees and CPVC elbows for combining cassette air line connections into one;
- 16 x o-ring lubricant (food grade);
- 8 x anti-seize lubricant (food grade).

4.3 Cassette Refurbishment

Veolia will supply components for refurbishment of 44 x existing 500D 16/16M cassettes, including spares.

Cassette refurbishment service allows you to fully recondition your cassettes at less cost than purchasing new cassettes. Cassettes will be refurbished at the American Canyon facility. Cassette refurbishment includes the following:

- Removal of all existing plastic parts and associated hardware,;
- If slack adjustment has been completed on cassettes, return the cassette to the initial factory membrane slack position;
- Installation of all new, current design parts (module mountings, securing mechanisms), and all associated hardware;
- On-site cassette refurbishment service by trained Veolia field service representatives – details provided in sections 5.2 and 8.2.



4.4 LEAPmbr Aeration Upgrade

The 12 x new 16M cassettes provided will be configured with LEAPmbr aeration. Veolia will supply components to upgrade the existing 44 x ZW500D 16M cassettes to LEAPmbr aeration.

5 Veolia Support

5.1 Off-Site Support

Controls

Provide system controls programming adjustments as required for the new membranes including adjustment of set points for air flow and LEAPmbr aeration.

If there is a requirement for the EEPROM (Electrically Erasable Programmable Read-Only Memory) to be stored, a period of plant shutdown must be arranged by American Canyon.

Documentation

The base level of documentation updates will include field/hand markups of relevant electrical and P&ID drawings. These updates should be filed in the O&M manual as interim documentation. Following installation, Veolia will provide:

- **P&IDs** - Update the process (piping) & instrumentation drawings and reissue electronically;
- **Controls documents** – Update control narrative (CN), controls logic sequence chart (CLSC, also known as CSC) and the operation sequence chart (OSC).

Due to the very high cost of comprehensive updating of plant documentation with each system upgrade, Veolia recommends planning a complete documentation update every 1-4 years to coincide with a selected system upgrade.

Veolia will be pleased to develop a documentation update price quotation on request which may include some or all of the following scope according to its relevance:

- **O&M manual** - Provide a fully updated version of the operation & maintenance manual that indicates the changes made with this membrane replacement upgrade;
- **Electrical drawings** – Update the electrical drawings and reissue electronically.

Project Management

Provide planning and off-site assistance during the membrane replacement project.



5.2 On-Site Technical Services

The proposal includes a provision for technical services during installation and commissioning process to support American Canyon's staff as outlined in section 3. Please see section 8.2 for recommendations on the plant staff necessary to perform the work.

Installation and commissioning of membranes will be executed in a manner that minimizes down-time and returns the system to beneficial use in a timely manner.

The following activities will be completed jointly by plant staff and Veolia:

- Remove existing membranes/cassettes;
- Install cassette refurbishment and LEAPmbr aeration upgrade components;
- Install the new membrane modules/cassettes;
- Upload required revisions to the PLC program with adjusted set-points;
- Perform bubble test where applicable to test membrane integrity and review trans membrane pressure (TMP) on the installed membranes and compare to expected values for new membranes; complete repairs/adjustments necessary to provide new membrane performance.

Operating Responsibility - American Canyon retains control of the work site and retains final responsibility for the installation and commissioning process.

Veolia will perform the services specified in the scope section of this document, but Veolia will not operate the system. For the purposes of this agreement, the term "operate the system" shall mean to run or control the functioning of the equipment or to otherwise conduct or manage the affairs of any aspect of water or wastewater treatment or other functions at American Canyon's site, and shall include functions such as providing operators or laborers to adjust or control water treatment ("WT") equipment, wastewater treatment ("WWT") equipment or sludge management facilities ("SMF"), providing program oversight or directing on-site or contract operators/laborers to adjust or control WWT or SMF, providing personnel responsible for or providing oversight of water treatment residual quality, wastewater effluent quality, sludge quality, waste characterization, or waste disposal activities, or providing personnel with continual or daily operational responsibilities with respect to water or wastewater treatment, influent or effluent compliance monitoring, process monitoring, government reporting or notification, or permit compliance.

Waiting Time - Any overtime or waiting times required due to unforeseen site events outside the control of Veolia will be invoiced according to the prevailing Veolia service labor rates sheet, available on request.



Reporting - Before leaving site, Veolia will record observations and discuss with operators concerning the condition of the equipment, tasks accomplished during the visit, and key operating and maintenance issues requiring further attention. Veolia will provide a copy of a written report before leaving site and/or provide a service visit report to the plant operator within a reasonable timeframe of the Veolia service representative's return to the office. In any case, American Canyon will be asked to sign a work order that describes the hours on site and tasks accomplished.

Veolia Duties for On-Site Services

- Veolia will coordinate its work under this agreement in a reasonable manner with the operating staff of the facility.
- Veolia will maintain public liability and property damage insurance covering all operations undertaken by Veolia and its sub-contractors with a limit of \$5,000,000 inclusive for any one accident or occurrence. If for any reason additional insurance coverage (e.g. general construction/erection all risk, general liability) is required above and beyond Veolia's standard insurance terms for on-site commissioning supervision, American Canyon must inform Veolia in writing 60 days prior to work commencement at site. American Canyon will be billed for all additional insurance costs and processing fees.
- Veolia will maintain workers compensation and employers' liability coverage as per statutory requirements.

6 Delivery

- **Freight**
 - **DDP** - Delivery will be by standard ocean/ground on the basis of DDP American Canyon WWTP, or other named place of destination; Incoterms 2020. DDP = delivery duty paid. Partial shipments will be acceptable unless otherwise specified. Where delivery cannot be accepted at this destination, American Canyon shall specify an alternate, equivalent destination without delay.

Due to varying origins and availability, non-membrane items included in this proposal may be shipped separately from the membranes. Should separate shipments be required, where possible, Veolia will strive to provide these items on or before the delivery of the membranes.
 - **Title & Risk** - Title and risk of loss or damage to membrane modules, cassette frames, shipping frames, hardware and crating shall pass to American Canyon upon delivery at the named place of destination.
- **International Shipment, Fees, and Duties**



- **Origin** - Delivery of ZeeWeed membranes originates from the Veolia Water Hungary Kft, Bláthy Ottó u 4, Oroszlány, 2840 Hungary facility. Costs to transport membranes into North America are included in Veolia’s quoted price.
- **Export Documents** - All ZeeWeed membrane module shipments into the USA require clearance documentation from the EPA. Veolia will prepare and provide the required EPA documentation to the Carrier.
- **MPF** - Merchandise processing fee is a fee assessed for formal custom entries based on 0.35% of the invoice value, with a minimum of USD \$25 per formal entry and a maximum of USD \$485. On the basis of DDP terms, this fee will be paid by Veolia within the quoted price.
- **Duty** - A US Customs duty of 3.9% applies to all ZeeWeed membranes shipped individually or in shipping frames; not in operational cassette frames. On the basis of DDP terms, this duty will be paid by Veolia within the quoted price. Any new duty imposed after the date of this proposal is the responsibility of American Canyon.
- **Taxes** - All applicable local, state, or federal taxes are the responsibility of American Canyon.
- **Temperature** - UF membranes cannot be allowed to freeze or overheat and may require temperature-controlled freight and handling according to the season and the planned routing. If required, the price of temperature control will be included within the firm quote on freight by Veolia.
- **Packaging** – Membranes will be delivered in a combination of operational cassette frames and shipping frames (factory installed), and individually bagged, boxed and crated.
- **Unloading** - may require one of or a combination of a loading dock, extended forks and an experienced forklift driver at delivery destination. Please consult with Veolia at the time of purchase order (PO) preparation on this.

Shipping crate information (estimated) – per train

Qty	Description	Dimensions (in)	Weight (lb)
3	ZW500D 16M cassettes	L=107 x W=35 x H=80	1,421
4	ZW500D 30M shipping frames	L=37 x W=89 x H=94	2,286
1	ZW500D 14M crate	L=94 x W=74 x H=46	1,325
3	ZW500D 4M crate	L=38 x W=93 x H=28	477

Notes:

- Only crates for membrane/cassette transport have been shown above to identify the largest and heaviest items that will need to be unloaded;
- Smaller crates/skids will be used for hardware items (hanger arms, spool connection components, etc.).



- **Handling** – ZW500D 16M membrane cassette frames are shipped and will arrive on-site on their sides. An eye bolt kit, included in this proposal, should be used to safely turn the cassette(s) upright. Adequate work area and height and equipment will also be needed to be available to safely turn the cassettes upright for installation.
- **Availability** – With current global logistics and freight delays we are experiencing significant increases in lead times. Definitive availability will be confirmed upon each request for membranes from American Canyon. Longer lead times should be taken into consideration in the course of membrane replacement planning.

7 ZeeWeed Configuration

Configuration Data	Units	Existing Plant Configuration	Configuration After Replacement & Addition
Number of trains, plant		4	4
Type of ZeeWeed membrane		500D	500D
Module surface area	ft ²	370	430
Total number of cassette spaces per train		14	14
Maximum number of modules per cassette		16	16
Fully populated cassettes installed per train		11	14
Flex cassettes installed per train		---	---
Installed number of modules / flex cassette		---	---
Total module count, train		176	224
Total surface area in operation, train	ft ²	65,120	96,320
Total module count, plant		704	896
Total surface area in operation, plant	ft ²	260,450	385,580
% surface area change from existing, plant	%	---	47.9%

8 Scope - American Canyon

8.1 Installation Preparation

- Receive, off-load, handle and provide temperature-controlled storage of the equipment and materials required for Seller to perform the duties outlined in the Seller's scope of supply. Prior to off-loading, Buyer to confirm temperature indicators have not been tripped.



- Membranes must be stored in a sheltered area, protected from freezing, direct sunlight or extreme heat, and sealed as shipped until ready for use. Storage should be in a dark, dry, level area at a temperature of 5-30°C (41-86°F). Membranes have a shelf life of 1 year before requiring re-preservation and should not be stored longer than necessary prior to installation. American Canyon is responsible for risk of loss of Seller's parts while in storage at the customer's plant.
- Inspect, evaluate and make repairs as required for the membrane tanks, mounting brackets, hoses and all connections prior to Veolia arriving at site.
- Provide all access structures (such as scaffolding) and mechanical lifting equipment including cranes, forklifts and scissor lifts.
- Assure availability of a copy of the operating manual, all process and instrumentation drawings, and all electrical drawings on site and accessible for reference.
- Maintain adequate insurance coverage for the risks of fire, theft, vandalism, floods and personal injury to authorized or unauthorized visitors.

8.2 Installation

- Provide at least 2 plant personnel to work continuously for the full duration of the Veolia site visit during installation and commissioning of the modules. Veolia recommends that the personnel be experienced with the ZeeWeed system.
- American Canyon will afford Seller's personnel free access and egress of the facility for all authorized work. American Canyon will provide reasonable access to workshop facilities with standard workshop tools and equipment as is necessary to meet any repair and maintenance requirements of the system during installation. American Canyon will provide Seller's personnel reasonable access to the facility amenities, including washrooms and break rooms.
- Provide adequate illumination and emergency lighting for all areas in which the Seller will be executing the scope of supply. Provide all site utilities such as raw water, instrument quality air, potable water and power required for operation of the proposed equipment included in this scope of supply. Assure that adequate quantities of membrane cleaning and neutralizing chemicals are on hand for wash procedures including sodium hypochlorite, sodium bisulphite, citric acid and sodium hydroxide. Supply telephone/fax/modem access while Seller's staff members are on-site.
- American Canyon will provide assistance to:
 - Remove cassettes from the system as required;
 - Clean each cassette as it is removed from the system;



- Install cassette refurbishment and LEAPmbr upgrade components;
- Place new modules into each refurbished cassette;
- Return the refurbished cassettes to the system;
- Install new additional cassettes with hanging arms and permeate & aeration connections.
- American Canyon will:
 - Dispose of all retired membrane modules and cassette components;
 - Dispose of shipping and packaging materials unless specifically requested not to do so by Veolia;
 - Prepare shipping frames for return to Veolia, see section 8.3;
 - Load shipping frames onto the truck for return to Veolia – Veolia will be responsible for organizing the logistics of delivery back to Veolia.

8.3 Empty Shipping Frame Preparation

All shipping frames returning to Veolia must be well cleaned and packaged appropriately for trans-oceanic transport in shipping containers. Shipping frames should be cleaned using high pressure washers and mounted on wood skids to facilitate moving them in and out of the freight containers. Veolia will provide American Canyon offsite assistance to facilitate the return of shipping frames.

All wooden packaging material used for international shipments must conform to current phytosanitary standards to reduce the risk of introduction and spread of quarantine pest species associated with the movement in international trade of wood packaging material made from raw wood.

All wood packaging material used to transport shipping frames internationally, must comply with ISPM15 which is the standard for phytosanitary measures and be properly stamped indicating compliance with the standard. Failure to comply with the standard may lead to shipment refusal and subsequent project delays. For detailed information on ISPM15 please visit the [ISPM15](#) website.

Whenever possible, save and re-use the wooden skids that the shipping frames arrived on for return freight purposes.

9 Solution Design Notes

9.1 Permits

Regulatory Requirements

American Canyon is responsible to review and report to the permit granting agency on the impact of any of the proposed changes on the regulatory permit. Veolia will provide the necessary manufacturer's technical support on regulatory issues.

Please speak with your regional lifecycle manager (RLM) if there are any regulatory requirements or concerns.

Utilization

Veolia understands that these modules are required as replacements for currently installed modules, and additional modules to fill existing spaces.

These modules are offered on the basis that the membrane modules will not be used to provide expanded flow beyond the current plant flow rating.

Replacing the current 704 x 370ft² membranes with 704 x 430ft² membranes provides a 16.2% surface area increase. Adding an additional 3 x 16M cassettes per train of ZW500D 430ft² modules brings the total surface area increase of the plant to 47.9%.

It is Veolia's understanding that the cassette support system (beams and brackets) is already installed in the spare space. If this is not so, please advise Veolia and request that this be added to the proposal.

Production Interruption

During installation of the ZeeWeed cassettes, trains will be shut down which will affect American Canyon treatment capacity. After the purchase order is acknowledged, Veolia's project manager for the installation will consult with American Canyon to jointly develop the installation plan and work schedule with due regard for membrane delivery to the plant and plant preparation.

9.2 Maintenance Notes for Replacement Membranes

At the time of any full plant or full train membrane replacement, it is recommended to evaluate whether it is the right time to address any tank coating repairs which may be required.

Preferential Flow

Mixing a small proportion of new modules in trains with large amounts of older modules is not recommended as it creates a risk of over-fluxing of new modules, which can shorten their lives. For ZW500D membranes, the mixing of old and new modules in the same cassette makes slack adjustment more difficult. Veolia recommends that American Canyon plan membrane module replacement on a complete cassette and complete train basis wherever possible to achieve both optimal performance and best value from the new



membrane modules. In this case, by replacing all membrane modules in the plant on a per train basis, this risk has been neutralized.

Membrane Slack

Veolia’s membranes are supplied and shipped with an initial factory fiber slack designed to optimize membrane air scouring during operation as well as accommodate a degree of shrinkage. Membranes shrink in length early in their lifecycle when exposed to higher temperature water. The pace of shrinkage slows with age. With the installation of new membranes, the requirements for slack adjustment start a new cycle.

Due to the wide variety of operating environments in which our products can be utilized, it is difficult to generally predict the rate of shrinkage. If membranes operate in a condition of insufficient slack for an extended period of time, irreversible damage to the fiber-urethane bond may occur. Please refer below to the recommended inspection frequencies based on your plant’s membrane tank operating temperature. Visual inspections should begin during the membrane installation and be repeated over time on the same cassette. Digital pictures will allow for comparative analysis of the fiber slack over time.

Maximum Operating Temperature	Recommended Slack Inspection Frequency
0-24 °C / 32-76 °F	every 2 years
25-30 °C / 77-86 °F	once per year
>30 °C / > 86 °F	twice per year

Bubble Test Pressure

The bubble test pressure for the purchased membranes is 2 psi horizontally and 3 psi vertically.

9.3 Technical

Module Upgrade – 370ft² vs 430ft²

Upgrading from the ZeeWeed 500D 370ft² module to ZeeWeed 500D 430ft² module offers the following advantages:

- 16.2% increase in membrane module surface area;
- Increased membrane module surface area without any changes to the overall dimensions of the module;
- No increase in chemicals for maintenance or recovery cleans due to increased surface area;
- Improved membrane chemistry that allows for greater permeate productivity per square foot of membrane area without impacting water quality.



Other Considerations

Hoses & Fittings

Veolia has assumed for this proposal that the aeration and permeate cassette connections for the ZW500D cassettes currently in operation do not need replacing at this time. If this is not so, please advise Veolia and request that they be added to this proposal.

Blowers

For the purposes of this proposal, the range of blower capacity has been assumed to be adequate for this upgrade.

Should resheaving parts be required they can be supplied by Veolia at additional cost to American Canyon or alternatively Veolia will assist in specifying the needed components. Mechanical and electrical adjustments required to meet new air flow will be completed by American Canyon or their 3rd party designate. Veolia will provide American Canyon correct air flow requirements for the new plant configuration.

Pre-Screen

Trash and non-biodegradable solids, such as hair, lint, grit and plastics may foul or damage the membranes if allowed to pass into the membrane chamber. Veolia recommends that an internally-fed screen with mesh or punched-hole openings less than or equal to 2 mm with no possibility of bypass or carryover be operated upstream of the new membranes to ensure effective operation and to maximize membrane life.

10 Health & Safety

American Canyon

- American Canyon will provide orientation to Seller's personnel to ensure site-specific safety protocols are known. American Canyon will identify and inform Seller's personnel of any site-specific hazards present in the workplace that could impact the delivery of Seller's scope of supply and agrees to work with Seller to remove, monitor, and control the hazards to a practical level.
- American Canyon will provide any site-specific or standard company operating procedures and practices for Seller's personnel to perform work on site, if required by American Canyon's policies. Such programs may include, but are not limited to, general environmental health & safety (EHS), HAZOP, fire protection, drug testing, incident notice, site conduct, standard first aid, chemical receiving, electrical safety, etc. American Canyon will provide a certificate of program completion for Seller's personnel. This program will be fully documented, training materials will be provided, and attendance list will be kept.



- If any type of lifting devices will be used on site, American Canyon will provide proof of its maintenance, inspection and certification documentation upon request and will assist the Veolia service representative to complete a safety inspection checklist.
- Where confined space entry may be required, American Canyon will provide early notice and will collaborate with Veolia in planning adequate staffing and in advising the local fire/rescue department as required.
- No time or cost provision has been made for preparations such as safety record clearances, drug testing, insurance confirmations or pre-job-training in excess of 1 hour. Prior to finalizing the Purchase Order and the work schedule, American Canyon will advise Veolia of any pre-job or pre-mobilization requirements. Where these requirements exceed 1 hour, this time will be charged to American Canyon at rates set out in the prevailing Veolia labor rate sheet.
- Where certain short duration activities require two people for safety and the Veolia Service representative is alone at site, American Canyon will cooperate as required to assure that correct safety precautions are taken.
- American Canyon is responsible for the following environmental provisions:
 - Environmental use and discharge permits for all chemicals at American Canyon's facility either listed in this document or proposed for use at a later date;
 - Any special permits required for Seller's or American Canyon's employees to perform work related to the water treatment system at the facility;
 - All site testing, including soil, ground and surface water, air emissions, etc.;
 - Disposal of all solid and liquid waste from the Seller's system including waste materials generated during construction, start up and operation.
- American Canyon is responsible for provision of health and safety facilities to Seller's field service representatives to the same extent that they are provided to American Canyon's own employees, including provision of:
 - Eyewash and safety showers in the water treatment area;
 - Chemical spill response;
 - Security and fire protection systems per local codes.

Veolia

- All work on site will be performed in accordance with applicable law and will be performed reasonably, in a clean and safe manner. The Veolia service representative will abide by the more stringent of the applicable health, safety and environmental policies and procedures of either American Canyon or Veolia.



- Veolia will provide all applicable safety training required by Veolia policies or by state or national health and safety regulations. The Veolia service representative will have undergone workplace hazardous material information system (WHMIS) training and will come equipped with necessary personal protective equipment (PPE).
- Emergencies - In emergencies affecting the safety of persons, work or property at the site and adjacent thereto, Veolia will act, without previous instructions from American Canyon, as the situation warrants. Veolia will notify American Canyon immediately thereafter.

11 ZeeWeed Membrane Module Standard Warranty

This schedule sets out the warranty with respect to ZeeWeed membrane modules (“membrane modules”). No other warranties, expressed or implied are made in connection with the sale of these products, including, without limitation, warranties as to fitness for any purpose or use or merchantability of these products. The warranty provided herein will be the exclusive and sole remedy of Buyer. This warranty is not transferable.

1. Definitions

The follow terms shall have the meaning set forth below when used in the warranty document:

- a. “Buyer” means the party purchasing the ZeeWeed Modules from the Seller
- b. “Seller” means a business component of, or legal entity within the Veolia Water Technologies & Solutions business which is selling the ZeeWeed membranes.

2. Warranty Product

This warranty applies to only the membrane modules supplied under the contract of sale. Membrane module means the hollow fiber ultrafiltration membranes and the potted plastic headers. This warranty does not cover air piping to the membrane module, permeate piping from the membrane module, piping connection fittings, connecting hardware and cassette frames with their associated components including but not limited to spacers, aerator tubes, aerator assemblies, screen, module dummies or module blanks.

3. Scope of Warranty

The Seller warrants that its membrane module(s) will be free of defects due to faulty materials or errors in manufacturing workmanship.

Regular membrane module inspection and normal fiber repair shall be the responsibility of Buyer.

All replacement membrane modules will be shipped on the basis of INCOTERMS 2020 FCA Veolia manufacturing facility.



All ancillary costs including but not limited to bagging, boxing, crating, freight, freight insurance, applicable taxes, import duties, certifications, brokerage, receiving, forklift services, storage at site, reattachment hardware, hose/clamp/camlock replacement, crane services, installation, fiber repair materials, glycerin flushing, commissioning and waste disposal are the responsibility of Buyer.

4. Warranty Start Date

Membrane warranty will start on the earlier of:

- a. The date that installation of the original membrane module(s) has been substantially completed, or
- b. Three (3) months from the date of delivery of the original membrane module(s) to Buyer.

5. Warranty Duration

Total Warranty Duration: a total of **24** months of full replacement warranty coverage.

6. Notification Of Claim

All claims filed under this warranty shall be made in writing by Buyer within 30 days of identifying a defect.

Buyer shall provide the following information:

- a. A description of the defect giving rise to the claim;
- b. Photographs showing the manufacturing defect;
- c. The serial number(s) of the membrane module(s) which is (are) the subject of the warranty claim; and
- d. Operating data and repair history for the life of membrane modules which are the subject of a warranty claim.

7. Verification of Claim

After receipt of written notification of a defect, the Seller will promptly undertake such investigations as, in the Seller's opinion, are necessary to verify whether a defect exists. The Seller reserves the right to require additional data as necessary to validate claims. Buyer may, in the course of these investigations, be requested to return membrane module(s) to the Seller for examination (see item 11). The Seller may also conduct reasonable tests and inspections at Buyer's plant or premises. If the results of the investigation do not validate the defect claimed, Buyer will reimburse the Seller for all reasonable expenses associated with said investigation, including expenses for all tests, inspections, and associated travel.

8. Satisfaction of Claims

The Seller will have the right to satisfy claims under this warranty in a flexible manner. Such flexibility may include the repair of existing membrane modules or changes in operating protocols or membrane module replacement or by upgrading failed membrane modules with newer membrane module(s) that may embody design and efficiency improvements. Buyer consents to the supply of replacement membrane modules which may be of a different design than original membrane modules.



9. Operating Information

To maintain the membrane module warranty, membrane system operation records from initial start-up date until claim must be maintained by Buyer and made available to the Seller upon request. Records must be provided in sufficient detail as applicable to verify the subject of a warranty claim and can include but is not limited to, operation data including information on feed water quality, temperatures, flows, trans-membrane pressures, aeration rates, permeate quality, cleaning intervals, cleaning chemical concentrations, elapsed time since start-up, relevant analytical data and reporting of any screen bypass events.

Buyer shall maintain and share access to a single reference copy in electronic form of a membrane module map containing the history of activity by membrane module and the serial number for each module. Buyer shall log its procedures performed related to a membrane module including relocation of membrane modules, repairs, replacements and any other noteworthy events.

Buyer authorizes the Seller to conduct any reasonable review of operation and maintenance records or to inspect facilities where membrane modules are installed, upon reasonable notice to Buyer. Such reviews and/or inspections are intended to also assist the Seller and Buyer in detection of membrane system faults and to optimize the care and operation of the membrane modules.

10. Limitation of Warranties

Occurrence of any of the following as reasonably determined by the Seller will void this warranty:

- a. A material failure to operate the membrane system in accordance with Seller's operations and maintenance manual supplied to Buyer as part of the contract, including material failure to adhere to the Seller's specified membrane module cleaning procedures and the use of anything other than Seller-approved membrane module cleaning agents.
- b. Failure to adhere to the preventive maintenance program as presented in the Seller's operations and maintenance manual, in published product manuals and in specifications.
- c. Failure to adhere to all transportation and storage requirements. ZeeWeed membrane modules may be stored up to 12 months from date of receipt and must be transported and stored in original intact packaging out of direct sunlight in ambient temperatures between 5-35 Degrees Celsius. Storage beyond 12 months from date of receipt requires a written request to Veolia to maintain membrane module warranties.
- d. Introduction of destructive foreign materials and chemical agents into the membrane module.
- e. Failure to maintain and provide system operating data and repair history for the life of membrane modules which are the subject of a warranty claim.
- f. Physical abuse or misuse, incorrect removal or installation of membrane modules by non-Seller personnel including fiber damage caused by operator error in handling of membrane modules or cassettes.
- g. Unauthorized alteration of any components or parts originally supplied by the Seller.
- h. Intentional damage.



11. Return Procedure

In the event that the return of a membrane module is required pursuant to this warranty, Buyer will first obtain a Return Goods Authorization (RGA) number from the Seller. Membrane module(s) shipped to the Seller for warranty examination must be shipped freight prepaid in environmentally controlled freight and storage with ambient air temperature between 5-35 degree Celsius. If Buyer desires temporary replacement membrane module(s) to replace those alleged to be defective and returned to the Seller for warranty examination, Buyer shall be responsible for the cost associated with any such replacements until examination of the returned membrane modules pursuant to this warranty is complete. Any membrane module examined by Seller as part of a warranty claim where the membrane module is subsequently found to be performing as warranted or where a membrane module failure is not covered under the warranty will be returned to Buyer, freight collect or disposed of by Seller and the cost associated with any membrane analysis and diagnostic work will be levied against the Buyer based on Veolia standard labor rates.

12. Disclaimer and Limitation on Liability

To the maximum extent permitted by law, in no event shall Seller be liable for any loss of profit or revenues, loss of production, loss of use of equipment or services or any associated equipment, interruption of business, cost of capital, cost of replacement water or power, downtime costs, increased operating costs, claims of Buyer's customers for such damages, or for any special, consequential, incidental, indirect, punitive or exemplary damages arising out of or relating to the performance or actual or alleged breach of the agreement, regardless of whether a claim is based in contract (including warranty or indemnity), extra-contractual liability, tort (including negligence or strict liability), statute, equity or any other legal theory.



12 Terms and Conditions of Sale

A - Specific Terms and Conditions of Sale

These terms take precedence over the general terms and conditions of sale.

1 Legal Entity for Contracting

ZENON Environmental Corporation is the name of the Seller, and means a business component of, or legal entity within the Veolia Water Technologies & Solutions business (Veolia).

Please advise us if this Veolia entity is not set up in your purchasing system as a vendor and you do have another Veolia entity set up. We are keen to make the purchase process as convenient as possible for American Canyon.

short form: Where a short reference is required in this document, for convenience, we are called simply **Veolia**.

2 Payment

Veolia prefers to receive payment by wire transfer and will also accept payment by courier check.

Wire transfer information for ZENON Environmental Corporation send details to: SHD WATS REMIT-NAM vtc.vwts.remit-nam.all@veolia.com	
Bank of America Merrill Lynch C/O ZENON Environmental Corporation 901 Main Street Dallas, TX 75202	ACCT# 4426318136 ABA# 026009593 SWIFT# BOFAUS3N ACH# 111000012

3 Payment Terms

On approved credit, payment terms are **net 30 days** from customer receipt of invoice. Please see the invoicing schedule in the price section. In the event an invoice is issued on shipment of goods from a Veolia Hungarian production facility, payment terms will be extended by an additional 45 days to account for the additional transit time to the delivery location.

4 Proposal Validity

Prices quoted and proposal terms are valid up to **thirty (30) days** after the date of issue of this proposal unless confirmed with a purchase order.

5 Bonds

Performance or payment bonds are not included in the price. These can be purchased on request but will be at an additional cost.

6 Assignment of Membrane Warranty

The Buyer will be entitled to assign to a subsequent owner of the membranes the warranties of the Seller under this Agreement, provided that a prior written notification is sent to the Seller and the assignment agreement contains terms and conditions which provide the Seller with the protections of the warranties and limitations on liability contained in the Agreement. Subject to Buyer's compliance with the foregoing requirement, such warranty rights are expressly assignable by the Buyer to a subsequent owner of the membranes. Except as provided herein, Buyer is not entitled to extend or transfer this warranty to any other party.

7 Flight Booking

Prices quoted for installation which include airfare are either based on timely confirmation of a visit schedule or based on receipt of a purchase order in time to book any flights seven days in advance. Additional airfare charges related to late arrival of a purchase order will be extra and billed through to American Canyon without mark-up.



8 Early Termination

In the event of contract termination other than as defined in attachment a.15 of this agreement the following will apply:

- Veolia will initiate delivery of all materials and services for which payment has been received in excess of the value of materials and services provided by Veolia at the time of cancelation.
- Buyer will, within 30 days, make a payment to Veolia equal to the value of materials and services provided to the point of termination, less the cumulative sum of payments paid by Buyer.
- Once terminated, there is no option to restart the agreement. No penalties or reimbursements, other than those outlined in this agreement, shall be paid by either party

9 Warranty on Programming

Veolia warrants that the PLC program will conform to the specifications in the relevant sections of the CLSC and OSC (revised for the project) and will be free from defects in workmanship when operated at all times in accordance with Veolia's written instructions. If any defects are found and reported by American Canyon within a period not exceeding twelve (12) months beyond the completion of the site acceptance test, Veolia will make modifications to the PLC code as deemed necessary. Any changes requested by American Canyon after this period will be at the customer's expense.

10 Purchase Order Guidelines

Please confirm that your purchase order has covered the following points. This will ensure accurate and prompt order entry, product delivery, invoicing and accounts receivables processing and will prevent administrative delays for all parties.

- **Documentation** – Our strong preference is to receive a hard or digital copy of your purchase order (PO) rather than a PO number alone. Your PO can be sent by email to nam.service.pocentral@veolia.com. If you are not able to provide a PO, please contact us for alternatives.
- **Veolia legal entity** – Please be sure your purchase order is issued in the name of the specific Veolia legal entity outlined in the quote. We will be glad to work with your purchasing department to set this entity up as an approved supplier/vendor. Please advise us if this Veolia entity is not set up in your purchasing system as a vendor and you do have another Veolia entity set up.
- **Quotation Number** – Please reference the quotation number in your PO.
- **Product** – Please note which product(s) you wish to purchase along with the quoted price, particularly if quantities or scope differ from the quotation.
- **Taxes** – Please provide any required tax exemption certificates. Please indicate if taxes have been added in your PO.
- **Payment Terms** – Please acknowledge the payment terms included with the quotation.
- **Bill-to Address** – Please include contact information for your accounts payable.
- **Ship-to Address** – Please clearly define the delivery location and the receiver's email & telephone. Please specify receiving hours and any special off-loading requirements.
- **Delivery Date** – Please include your requested delivery date.

B – General Terms and Conditions of Sale

The purchase of materials and service support included with this offer will be governed by the prevailing CITY OF AMERICAN CANYON AGREEMENT NO. 2024-59 – STANDARD AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES, executed between American Canyon and ZENON Environmental Corporation on May 8, 2024.



13 Signed Agreement

Through the issue of this proposal, Veolia signals their intent to enter into an agreement with American Canyon. American Canyon and Veolia acknowledge that they have read and understood this agreement and agree to be bound by the terms and conditions specified in it.

Offered by ZENON Environmental
Legal Entity: Corporation, also known as Veolia or Seller
3600 Horizon Blvd.,
Treviso, PA, 19053

Accepted by Legal Entity: The City of American Canyon, also known as American Canyon or Buyer

Authorized Signature by: _____

Title: _____

Signature Date: _____

Signature: x _____

Purchase Order No: _____

If options were available, which options selected _____

Upon acceptance of this proposal, please forward the following either

- by email with .pdf attachments or • by postal mail.
- 1) this signature page completed to:
- 2) a hard copy of your purchase order, and
- 3) any required tax exemption certificates

nam.service.pocentral@veolia.com
or
Veolia Water Technologies & Solutions
attention: Contracts Administrator
Please contact
nam.service.pocentral@veolia.com
for correct address

This agreement comes into force when Veolia has issued a formal acceptance of American Canyon's Purchase order or formal acceptance of this American Canyon signed agreement.

Doc. control: Author: JE
Last modified: 9/26/2024 3:31 PM

Filename: American Canyon WWTP 615771-2 MRA Sep-24 2024
Commercial review: JD DOA: Blkt

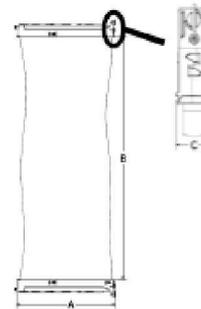
Attachment A ZW500D RX12 Fact Sheet



ZeeWeed* 500D Module

FACT SHEET

Module Dimensions				
Application	Product	Width (A) mm (in)	Header-to-Header Length (B) mm (in)	Depth (C) mm (in)
MBR	500D	844 (33.2)	1,940 (76.4)	48 (1.9)
Water	500D			52 (2.1)
		500Ds	1,577 (62.1)	52 (2.1)



Module Properties									
Application	Membrane Surface Area m ² (ft ²)	Max. Shipping Weight ¹ kg (lb)	Lifting Weight ² kg (lb)	Material	Nominal Pore Size (µm)	Fibre Diameter (mm)	Surface Properties	Fibre Tensile Strength (N)	Flow Path
MBR	40.0 (430)	28 (61)	28 – 75 (61 – 164)	PVDF	0.04	2.2	Non-ionic & Hydrophilic	> 600	Outside- In
Water	40.9 (440)	32 (70)	30 – 74 (66 – 163)			1.9			
	32.5 (350)	26 (57)	26 – 72 (57 – 159)			1.9			

¹ Packaged

² Varies with solids accumulation

Operating & Cleaning Specifications						
Application	TMP Range kPa (psig)	Max. Operating Temp. °C (°F)	Operating pH Range	Max. Cleaning Temp. °C (°F)	Cleaning pH Range	Max. Cl ₂ Conc'n (ppm)
MBR	-55 to 55 (-8 to 8)	40 (104)	5.0-9.5	40 (104)	2.0 – 10.5 (<30°C)	1,000
Water	-90 to 90 (-13 to 13)				2.0 -10.0 (30-40°C)	

Veolia Water Technologies
Please contact us via:
www.veoliawatertechnologies.com

WATER TECHNOLOGIES

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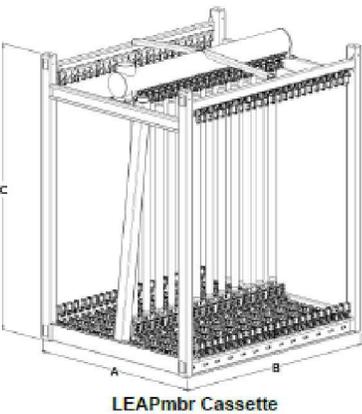
Attachment B LEAPmbr 16M Cassette



ZeeWeed* 500D LEAP Cassette

FACT SHEET

Cassette Dimensions			
Product	Width (A) mm (in)	Length (B) mm (in)	Height (C) mm (in)
16M	738 (29.1)	1,744 (68.7)	2,512 (98.9)



Cassette Tie-Points & Weights							
Application	Product	Max. # of ZW Modules	Min. # of ZW Modules	Permeate Connection	Air Connection	Max. Shipping Weight ¹ kg (lb)	Lifting Weight ² kg (lb)
LEAPmbr	16M	16	8	2 x 4" FNPT half couplings	1 x 3" FNPT half coupling	741 (1,634)	777 – 1,455 (1,713 – 3,208)

¹ Crated with maximum number of modules
² Varies with number of modules and solids accumulation

Veolia Water Technologies Please contact us via:
www.veoliawatertechnologies.com

WATER TECHNOLOGIES

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EXHIBIT B
PAYMENT AND SCHEDULE OF PAYMENTS

1. TOTAL COMPENSATION

City shall compensate Contractor for the satisfactory performance of the work described in this Agreement to not exceed the amount of three million one hundred twenty-one thousand three hundred thirty dollars (\$3,121,330.00). Estimated taxes have been included, sales tax estimated at current rate of 7.750% for American Canyon, CA on materials as per <https://www.cdtfa.ca.gov/taxes-and-fees/rates.aspx>. Actual tax rate at time of invoicing will be added on all invoices.

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

EXHIBIT C
INSURANCE REQUIREMENTS

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

Commercial General Liability (CGL):

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

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

- X** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount of five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, the amount shall be six million dollars (\$6,000,000) Contractor’s general liability policies shall be primary to the extent of such obligations to indemnify City in accordance with Section 13, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, attorneys, and agents shall be included as additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

Commercial General Liability (CGL) - Completed Operations Coverage

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

Automobile Liability:

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

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

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

Professional Liability (Errors and Omissions):

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

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

Workers' Compensation Insurance:

X Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers that shall apply to the extent of Contractor's obligations to indemnify City in accordance with Section 13.

The Contractor or Consultant makes the following certification, required by section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dhaval Shah
Dhaval Shah (Nov 22, 2024 16:13 EST)
Contractor/Consultant Signature

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

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

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

Surety Bonds:

Contractor shall provide the following Surety Bonds:

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

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

Contractor’s or Consultant’s Pollution Legal Liability:

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

Specific Insurance Provisions

Insurance Limits:

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

Consistent with Contractor's duty to defend, indemnify, and hold harmless the City in Agreement Sections 13 and Contractor's obligations with respect to those sections shall not be limited by Contractor's insurance limits, nor shall any denial of coverage by Contractor's insurer be construed as a cap on Contractor's obligations or liabilities.

Notice of Cancellation, Suspension or Otherwise Voiding Policies:

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

Waiver of Subrogation:

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions ("SIR"):

- .
- .
- .

Acceptability of Insurers:

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

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

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor or Consultant must purchase “extended reporting” coverage for a minimum of **five (5) years** after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor’s Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

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

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

Verification of Coverage:

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant’s obligation to provide them.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances. If the City's modification of any requirements herein results in additional premium, the Contractor reserves its right to submit a change request for an equitable adjustment in the applicable price.

Failure to Comply:

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

Applicability of Coverage:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/07/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. 155 N. WACKER, SUITE 1200 Chicago, IL 60661 Attn: Veolia.CertRequest@marsh.com Fax: 212-948-5053 ZEC CHICG	CONTACT NAME: -- PHONE (A/C. No. Ext): FAX (A/C. No.): E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER B : Everest Premier Insurance Company</td> <td>16045</td> </tr> <tr> <td>INSURER C : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest National Insurance Company	10120	INSURER B : Everest Premier Insurance Company	16045	INSURER C : N/A	N/A	INSURER D :		INSURER E :		INSURER F :
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INSURER C : N/A	N/A													
INSURER D :														
INSURER E :														
INSURER F :														
INSURED Zenon Environmental Corporation 14506 Collection Center Dr Chicago, IL 60693														

COVERAGES**CERTIFICATE NUMBER:**

CHI-010758909-01

REVISION NUMBER: 10

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			RM5GL00068-241	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			RM5CA00066-241 (AOS) RM5CA00065-241 (MA)	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	RM5WC00092-241 (AOS) RM5WC00094-241 (FL, ME, NJ) RM5WC00095-241 (WI, MA)	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Agreement for Membrane replacement and Expansion; Proposal 593587.

City of American Canyon, and its officers, officials, employees, attorneys, and agents") are included as additional insured (except as respects all coverage afforded by workers' compensation) where required by written contract but only for liability arising out of the operations of the named insured. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

Contd. on Acord 101

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.		NAMED INSURED Zenon Environmental Corporation 14506 Collection Center Dr Chicago, IL 60693	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Zenon Environmental Corporation has agreed to provide 30 days notice of cancellation of the insurance policies referenced above and 10 days notice in the event of cancellation due to non-payment of premium. Zenon Environmental Corporation or its designee will send such notice to the Certificate Holder of this Certificate. Such notice is not a right or obligation within the policies, it does not alter or amend any coverage, it will not extend any policy cancellation date and it will not negate any cancellation of the policy. Failure to provide a copy of such notice to the Certificate Holder shall impose no obligation or liability of any kind upon the insurer or its agents or representatives.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: VEOLIA NORTH AMERICA, INC.

Endorsement Effective Date: 01/01/2024

SCHEDULE

Name Of Person(s) Or Organization(s):
 ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED UNDER WRITTEN CONTRACT TO PROVIDE INSURANCE, BUT ONLY TO COVERAGE AND MINIMUM LIMITS OF INSURANCE REQUIRED BY THE WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION THAT ENTERED INTO A WRITTEN CONTRACT WITH THE NAMED INSURED REQUIRING SUCH PERSON(S) OR ORGANIZATION(S) TO BE NAMED AS AN ADDITIONAL INSURED</p>	<p>AS REQUIRED BY WRITTEN CONTRACT</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION THAT ENTERED INTO A WRITTEN CONTRACT WITH THE NAMED INSURED REQUIRING SUCH PERSON(S) OR ORGANIZATION(S) TO BE NAMED AS AN ADDITIONAL INSURED	AS REQUIRED BY WRITTN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

EXHIBIT D
FACILITIES AND EQUIPMENT

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

AGREEMENT 2024-A151, Veolia Water Technologies & Solutions

Final Audit Report

2024-11-22

Created:	2024-11-22
By:	Roselle Tamoro (rtamoro@cityofamericancanyon.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQ17nmtl_MrTyp5gdNCU8aah3TRU5iQAL

"AGREEMENT 2024-A151, Veolia Water Technologies & Solutions" History

 Document created by Roselle Tamoro (rtamoro@cityofamericancanyon.org)

2024-11-22 - 7:54:47 PM GMT

 Document emailed to Dhaval Shah (dhaval.shah@veolia.com) for signature

2024-11-22 - 7:59:39 PM GMT

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2024-11-22 - 8:05:27 PM GMT

 Document e-signed by Dhaval Shah (dhaval.shah@veolia.com)

Signature Date: 2024-11-22 - 9:13:45 PM GMT - Time Source: server

 Document emailed to jgomez@americancanyon.gov for signature

2024-11-22 - 9:13:48 PM GMT

 Email viewed by jgomez@americancanyon.gov

2024-11-22 - 9:14:37 PM GMT

 Signer jgomez@americancanyon.gov entered name at signing as Juan Gomez

2024-11-22 - 9:15:04 PM GMT

 Document e-signed by Juan Gomez (jgomez@americancanyon.gov)

Signature Date: 2024-11-22 - 9:15:06 PM GMT - Time Source: server

 Document emailed to William Ross (wross@lawross.com) for signature

2024-11-22 - 9:15:09 PM GMT

 Email viewed by William Ross (wross@lawross.com)

2024-11-22 - 9:17:22 PM GMT

 Document e-signed by William Ross (wross@lawross.com)

Signature Date: 2024-11-22 - 9:19:12 PM GMT - Time Source: server

 Document emailed to cflathers@americancanyon.gov for signature

2024-11-22 - 9:19:15 PM GMT

 Email viewed by cflathers@americancanyon.gov

2024-11-22 - 9:26:02 PM GMT

 Signer cflathers@americancanyon.gov entered name at signing as Cherry Flathers

2024-11-22 - 9:26:51 PM GMT

 Document e-signed by Cherry Flathers (cflathers@americancanyon.gov)

Signature Date: 2024-11-22 - 9:26:53 PM GMT - Time Source: server

 Document emailed to jholley@americancanyon.gov for signature

2024-11-22 - 9:26:55 PM GMT

 Email viewed by jholley@americancanyon.gov

2024-11-22 - 9:38:37 PM GMT

 Signer jholley@americancanyon.gov entered name at signing as Jason Holley

2024-11-22 - 9:38:56 PM GMT

 Document e-signed by Jason Holley (jholley@americancanyon.gov)

Signature Date: 2024-11-22 - 9:38:58 PM GMT - Time Source: server

 Agreement completed.

2024-11-22 - 9:38:58 PM GMT



TITLE

Water Meter Purchase

RECOMMENDATION

Adopt a Resolution approving the purchase of water meters from multiple vendors for an amount not to exceed \$300,000.

CONTACT

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

Dominic Patrick, Water Systems Manager

BACKGROUND & ANALYSIS

Staff continuously replaces and installs new water meters ranging from 3/4" to 6", including ancillary components.

The City of American Canyon continues to grow but the shortage in product supply also continues.

By allowing flexibility of purchasing from multiple vendors, staff can continue to maintain quality services to our community. AMS, Ferguson Waterworks, M&M Backflow and Meter Maintenance, and Badger Meter have proven to be reliable vendors and staff would like to continue to utilize them.

There are sufficient funds budgeted in FY 2025/26 budget, Water Enterprise Fund (Water Meters), account number 510-50-565-43130, to cover the costs.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

The FY 25/26 Budget in the Water Enterprise Fund, Budget Line Item 510-50-565-43130 (Water Meters) includes sufficient funds to cover this expenditure.

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

1. Resolution - Water Meters

RESOLUTION NO. 2025-_____

**RESOLUTION APPROVING THE PURCHASE OF WATER METERS
FROM MULTIPLE VENDORS FOR AN AMOUNT NOT TO EXCEED \$300,000**

WHEREAS, the City of American Canyon continuously replaces old meters and installs new meters in various sizes, including ancillary components; and

WHEREAS, staff currently purchases from the following vendors: AMS, Ferguson Waterworks, M&M Backflow and Meter Maintenance and Badger Meter, to supply compatible water meters and ancillary components; and

WHEREAS, there are sufficient funds in the FY 2025/26 budget, Water Enterprise Fund (Water Meters), account number 510-50-565-43130 (Water Meters), to cover these costs; and

WHEREAS, it is unknown which vendor will have the required products when needed; and

WHEREAS, by allowing flexibility of purchasing from other vendors, staff can continue to maintain quality services to our community.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby approves the purchase of water meters from multiple vendors for an amount not to exceed \$300,000.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 17th day of June, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Pierre Washington, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney



TITLE

Caltrans Maintenance Agreement

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a Maintenance Agreement with the State of California Department of Transportation (Caltrans) for the maintenance of sidewalk, curb, gutter, driveway and tree wells along the frontage of the property APN 058-312-010, on State Route (SR) 29 at postmile 1.053.

CONTACT

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

BACKGROUND & ANALYSIS

On December 7, 2021, the City of American Canyon City Council approved the Conditional Use Permit for a 112-Room Hampton Inn Hotel at 3443 Broadway, APN 058-312-010. The hotel project will include frontage improvements on State Route 29. The frontage improvements require an Encroachment Permit from Caltrans.

On April 12, 2024, the hotel project engineer of record, submitted an Encroachment Permit Application to Caltrans for the frontage improvements. According to Caltrans Encroachment Permit Manual, a letter of acceptance of maintenance and liability from local agency is required prior to issuance of Encroachment Permit.

The State of California Streets and Highway Code provide Caltrans with authority to enter into contracts and agreements with local agencies and permits delegation of the Caltrans powers and jurisdiction over any portion of State Highways with a City or County. Delegation of maintenance is permitted by Section 116. Section 130 provides authority to enter into a contract or agreement with the local agency.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

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

ENVIRONMENTAL REVIEW

The Hampton Inn Project is within the 292-acre site along the Broadway Corridor. The 2019 Broadway District Specific Plan Environmental Impact Report (EIR) evaluated the development of the site.

ATTACHMENTS:

- [1. Resolution - Caltrans Maintenance Agreement](#)
- [1. Exhibit A](#)

RESOLUTION NO. 2025 - _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MAINTENANCE AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE MAINTENANCE OF SIDEWALK, CURB, GUTTER, DRIVEWAY AND TREE WELLS ALONG THE FRONTAGE OF THE PROPERTY, APN 058-312-010, ON STATE ROUTE (SR) 29 AT POSTMILE 1.053.

WHEREAS, on December 7, 2021, the City of American Canyon City Council approved the Conditional Use Permit for a 112-Room Hampton Inn Hotel at 3443 Broadway St., APN 058-312-010. The hotel project will include frontage improvements on State Route 29. The frontage Improvements require an Encroachment Permit from Caltrans; and

WHEREAS, on April 12, 2024, the hotel project engineer of record submitted an Encroachment Permit application to Caltrans for the frontage improvements. According to Caltrans Encroachment Permit Manual, letter of acceptance of maintenance and liability from local agency is required prior to issuance of the Encroachment Permit; and

WHEREAS, the State of California Streets and Highways Code provides Caltrans with authority to enter into contracts and agreements with local agencies and permits delegation of the Caltrans powers and jurisdiction over any portion of State Highways within a City or County. Delegation of maintenance is permitted by Section 116. Section 130 provides authority to enter into a contract or agreement with the local agency.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of American Canyon hereby authorize the City Manager to execute a Maintenance Agreement with the State of California Department of Transportation (Caltrans) for maintenance of sidewalk, curb, gutter, driveway and tree wells along the frontage of the property, APN 058-312-010, on State Route (SR) 29 at postmile 1.053.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 17th day of June 2025, by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Pierre Washington, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney

Attachments:

- 1. Exhibit A: Project Specific Maintenance Agreement

**PROJECT SPECIFIC MAINTENANCE AGREEMENT
WITH CITY OF AMERICAN CANYON**

THIS AGREEMENT is made effective this _____ day of _____, 20____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of American Canyon; hereinafter referred to as "CITY"; and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. Encroachment Permit Number _____ was issued to CITY to construct sidewalk, curb, gutter, driveway and tree wells on State Route (SR) 29 at post mile 1.053; hereinafter referred to as "PROJECT", and
2. In accordance with said agreement, it was agreed by PARTIES that prior to or upon PROJECT completion, CITY and STATE will enter into a Maintenance Agreement, and
3. The PARTIES hereto mutually desire to identify the maintenance responsibilities of CITY for the improvements of PROJECT constructed within the STATE right of way under the aforementioned Encroachment Permits.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. Exhibit A consists of plan drawings to delineate and describe the areas within STATE right of way which are the responsibility of the CITY to maintain in accordance with this Agreement.
2. If there is mutual agreement on a change in the maintenance responsibilities between PARTIES, the PARTIES can revise the Exhibit A by a mutual written execution of the exhibit.
3. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
4. CITY must obtain the necessary Encroachment Permits from STATE's District 4 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities. This permit will be issued at no cost to CITY.

5. LANDSCAPED AREAS - is responsible for the maintenance of any plantings or other types of roadside improvements installed and owned by CITY as permitted encroachments lying inside and outside of freeway right-of-way in Exhibit A. CITY shall restrict walk-on access to the freeway.
6. PEDESTRIAN PATH/SIDEWALK - CITY will maintain, at CITY expense, a safe facility for pedestrian travel along the entire length of the pedestrian path/sidewalk by providing sweeping and debris removal when necessary. CITY is solely responsible for maintenance of this pedestrian path/sidewalk, and any future additions to this pedestrian path/sidewalk, including but not limited to: concrete paving, curb, gutter, ADA compliance curb ramps, driveway, drainage facilities and slope as described on Exhibit A.

7. LEGAL RELATIONS AND RESPONSIBILITIES

- 7.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.
- 7.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
- 7.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

8. PREVAILING WAGES:

8.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public works. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

8.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

9. INSURANCE

9.1. SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the PROJECT location as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.

9.2. SELF-INSURED using Contractor - If the work performed under this AGREEMENT is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

10. TERMINATION - This Agreement may be terminated by mutual written consent by PARTIES or by STATE for cause., CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

11. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated as set forth in Article 10 above.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF AMERICAN CANYON

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED:

By: _____

CITY Manager

ATTEST:

By: _____

CITY Clerk

By: _____

LEAH BUDU Date
Deputy District Director
Maintenance District

APPROVED AS TO FORM
AND PROCEDURE:

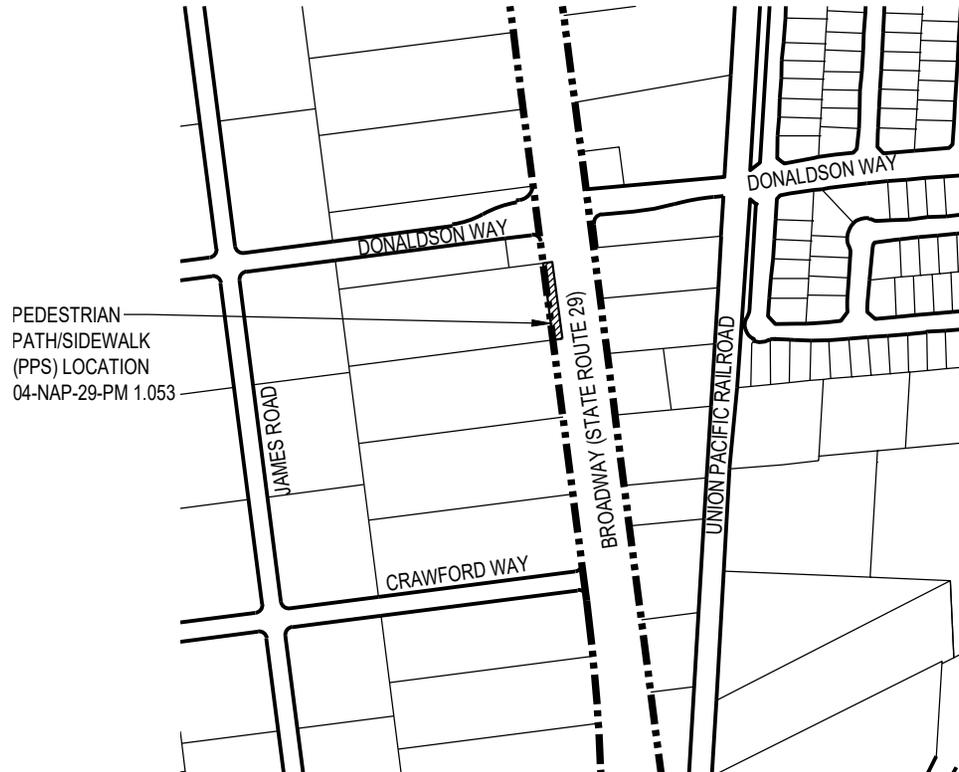
By: _____

CITY Attorney

EXHIBIT A

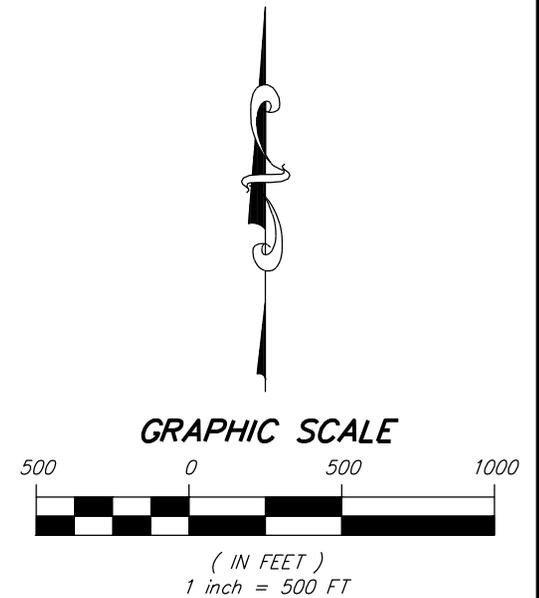
(Plan map identifying the applicable STATE Routes (Freeway proper) and CITY road(s) and facilities)

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
MAINTENANCE AGREEMENT
WITH
CITY OF AMERICAN CANYON**



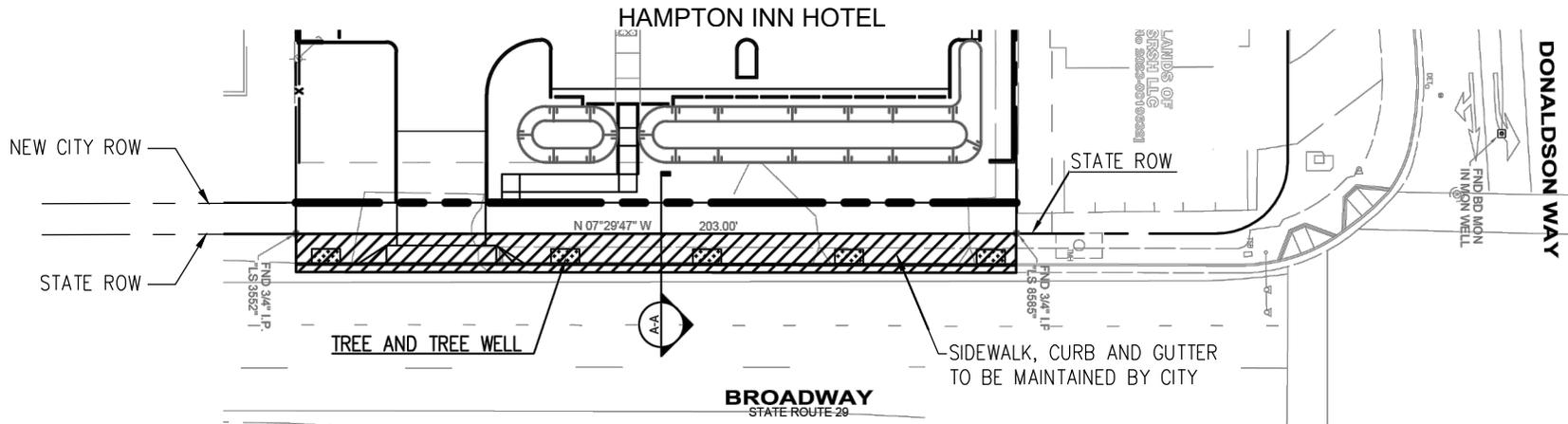
LEGEND

-  STATE ROW
-  AREA WITHIN STATE ROW TO BE MAINTAINED BY CITY OF AMERICAN CANYON



LOCATION MAP

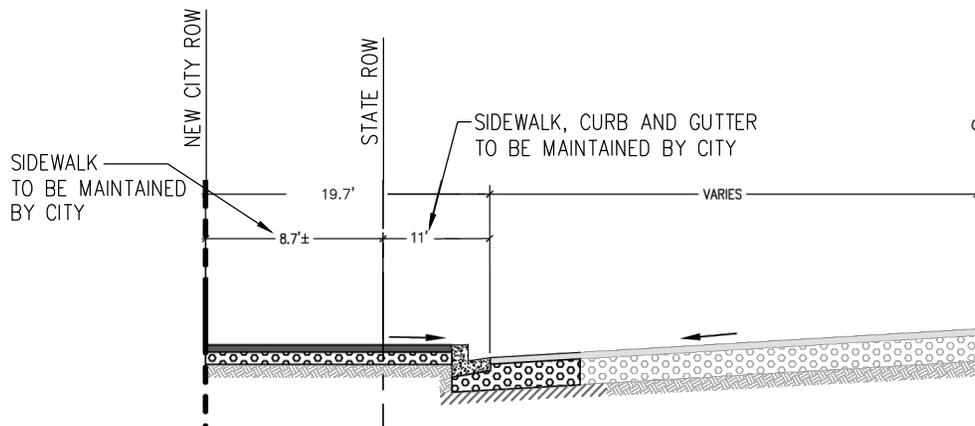
HAMPTON INN HOTEL
PEDESTRIAN PATH/SIDEWALK



1 BROADWAY IMPROVEMENT PLAN
SCALE: 1" = 50'

LEGEND

-  STATE ROW
-  AREA WITHIN STATE ROW TO BE MAINTAINED BY CITY OF AMERICAN CANYON
-  TREE WELL



SECTION A-A
NOT TO SCALE



GRAPHIC SCALE



(IN FEET)
1 inch = 50 FT

**MAINTENANCE AGREEMENT WITH CITY OF AMERICAN CANYON
SR29 PM 1.053**

PPS

HAMPTON INN HOTEL
PEDESTRIAN PATH/SIDEWALK

APRIL 2025

SHEET No. 2 OF 141

EXHIBIT B
LETTER CERTIFYING CITY'S SELF-INSURED STATUS





June 17, 2025

Department of Transportation
PO Box 23660 MS4A
Oakland, CA 94623
ATTN: Leah Budu, Deputy District Director Maintenance

Re: Statement of Self-Insurance for City of American Canyon for Project Specific Maintenance Agreement with California Department of Transportation for the PROJECT along Route 29 sidewalks Post Miles 1.053.

Dear Mrs. Budu,

This letter certifies that the CITY of American Canyon is self-insured and self-funded covering third-party claims arising out of its general operations (i.e. commercial general liability and automobile liability insurance). Further, the CITY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury and property damage liability, meets the required coverage amounts in section 9 (Insurance) of the Project Specific Maintenance Agreement, specifically general liability insurance, coverage of bodily injury and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

Finance Manager/Risk Manager/Authorized Representative's Title





TITLE

Citywide Landscaping Maintenance Services

RECOMMENDATION

Adopt a resolution authorizing the City manager to award an agreement with BrightView Landscape Services, Inc. for citywide maintenance for a term of three (3) years (2025 - 2028) with an option to extended for one (1) year for two (2) additional years.

CONTACT

Erica Ahmann Smithies, P.E., Public Works Director
Brian Materne, Public Works Superintendent

Noni Thomas, Management Analyst

BACKGROUND & ANALYSIS

Currently the City contracts for landscape maintenance services to assist current staff in maintenance and upkeep of vegetation throughout the city including the Lighting and Landscape Assessment Districts (LLAD). The current contract for landscaping maintenance expires on June 30, 2025.

To obtain a new contract agreement and continue current service levels, on April 18, 2025, the Public Works Department posted a Request for Proposals (RFP) for landscaping services on OpenGov, the city's current procurement portal. To optimize the responses, staff held a pre-bid meeting on April 30, 2025, in which four (4) potential proposers attended. On May 9, 2025, proposals were submitted and two (2) were received. Of the two (2) proposals received, BrightView was the lowest and responsible proposer.

It is recommended to approve a resolution to contract with BrightView Landscape Services, Inc. as they present a firm understanding of what is required, the vendor adheres to the City's IPM policy as it pertains to utilizing non-glysohate products, and the pricing is significantly lower than the other proposer demonstrating a cost savings. The agreement should be for a three (3) year term with an option for two (2) one (1) year extensions that can be approved by the City Manager.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

Staff estimates the total contract for three years should not exceed \$1,231,000 with the inclusion of estimated CPI increases in second and third years (CPI increases were estimated at an average of 3% percent annually). The funding is budgeted between multiple funds and each of the LLAD's (Zone 1, 2, and 3). The funds are budgeted in the following accounts:

General Fund: 100-50-540-42310

City Hall: 651-50-535-42310

LLAD Zone 1: 261-85-410-42310

LLAD Zone 2: 262-85-410-42310

LLAD Zone 3: 263-85-410-42310

GIR Maintenance: 281-85-460-42190

Safety Building: 100-30-310-42310

WRF: 540-50-570-42310

ATTACHMENTS:

- [1. Resolution Brightview 2025](#)
- [2. City of American Canyon Landscaping Services Proposal - BrightView](#)

RESOLUTION NO. 2025-

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BRIGHTVIEW LANDSCAPE SERVICES, INC. FOR CITYWIDE LANDSCAPING MAINTENANCE SERVICES FOR A TERM OF THREE (3) YEARS WITH AND OPTION TO EXTEND FOR ONE (1) YEAR FOR TWO (2) ADDITIONAL YEARS IN AN AMOUNT NOT TO EXCEED \$1,231,000

WHEREAS, a contract for landscape maintenance is necessary to assist current staff in the maintenance and upkeep of vegetation throughout the city; and

WHEREAS, the existing contract for landscape maintenance expires on June 30, 2025; and

WHEREAS, the city posted a request for proposals in April 2025 and received two proposals in May 2025; and

WHEREAS, BrightView Landscape, Inc., was the lowest responsible proposer at a cost of \$1,231,000 for a three year term, including allowances for CPI increases in years two and three, at an average of 3%; and

WHEREAS, the funding is budgeted within multiple funds (281, 310, 535, 540, and 651) and each of the Lighting and Landscape Districts (261,262, and 263).

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to enter into an agreement with BrightView Landscape, Inc for a term of three years, July 1, 2025 to June 30, 2028, with an option of two (2) one year extensions to be authorized by the City Manager in an amount not to exceed \$1,231,000.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 17th day of June, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Pierre Washington, Mayor

ATTEST:

APPROVE AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney



**City of American Canyon
Landscaping Services**

City of American Canyon

4381 Broadway, Suite 104
American Canyon, CA 94503

May 2, 2025

City of American Canyon
Noni Thomas, Management Analyst
4381 Broadway, Suite 104
American Canyon, CA 94503

RE: Landscaping Services

Dear Ms. Thomas,

BrightView is pleased to submit a proposal for the Landscaping Services for the City of American Canyon. With over 140 years of industry experience, cutting-edge sustainable landscaping techniques, and a commitment to safety and excellence, BrightView is uniquely positioned to maintain and enhance the City of American Canyon's green spaces. BrightView is committed to managing your landscape in a safe, proactive, and cost-effective manner that reinforces our commitment to the City of American Canyon and its residents. The enclosed proposal was developed in response to your Request for Proposal and will demonstrate how our experienced and skilled team will continue to achieve your landscape goals and ensure that the City of American Canyon sites always look their best.

- **Safe Work Environment** - The safety and wellbeing of the residents, general public, visitors, city employees, and our employees is of paramount importance to our operation.
- **Accountable for High Quality Work** – Your dedicated Account Manager completes an area specific checklist and quality evaluation form on a regular basis and reviews it with our crew members prior to the service day to assure we complete the scope of work and exceed your expectations. We utilize our Quality Site Assessment (QSA) tool to help keep you informed about your landscape.
- **Consistently Employ Best-Practices** – We will create area specific maintenance schedules that comply with the Request for Proposal document and specifications for the City to ensure that every task gets completed on schedule and no details are overlooked.

As an experienced partner delivering both local expertise and national resources, we understand how a well-maintained landscape attracts people, adds to your property value and contributes to your success. Partnering with BrightView means gaining a dedicated team of local professionals committed to enhancing and preserving American Canyon's landscapes with best-in-class service and sustainability-focused solutions.

Thank you for this opportunity to submit this proposal. Feel free to contact me at (951) 406-5904 or by email at david.moo@brightview.com with any questions.

Sincerely,



David Moo
Business Development Executive

What's Inside

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BRIGHTVIEW GENERAL QUALIFICATIONS

- BrightView Landscape Services brings together over 140 years of combined industry experience through its legacy organizations, Brickman Group and Valley Crest. Enhancing the American landscape since 1939, BrightView Landscape Services maintains long-term relationships with its clients by offering the highest quality landscape management services at competitive rates. This formula has enabled BrightView to grow from small family-owned businesses to a recognized, national industry leader.
- Our services include landscape maintenance, landscape architecture and installation, irrigation and arborist services, forest management, sports turf care and snow management. BrightView's experienced, local teams ensure that your assets are more than simply maintained - they are enhanced to achieve maximum appeal and benefit. With 270 branch offices in 43 states, and our Local Branch in American Canyon, BrightView's structure ensures quality and service are delivered by local, well-trained, & professional staff.
- BrightView takes a unique approach to every project and our clients profit from a proven and systematic method that generates tangible results.
- BrightView serves many municipalities, Fortune 500 corporate headquarters, research & development centers, office parks, college campuses and other large prestigious properties. Chances are that when a problem arises, we have successfully solved it in the past. Through droughts and blizzards, prolonged rains, shrinking budgets, and emergencies of all descriptions, our tenured project management, supervisory staff, and team have effectively and efficiently solved a similar problem.
- Our local branch office in American Canyon will continue to provide services to all of the City of American Canyon sites.
- Employee pool: 22,000 employees company-wide & over 200 local team members within 20 miles of the City of American Canyon
- Largest landscape services company worldwide
- Financially stable
- Nationally acclaimed training organization
- BrightView designs, builds, maintains, and enhances landscapes that improve communities and the environment. We use environmentally responsible equipment and methods, including zero-emission commercial lawn mowers, state-of-the-art water conservation technology, and innovative landscape design.
- Outstanding Safety Record
- Industry leader in native and sustainable landscapes

METHODOLOGY PLAN

There will be up to 7 BrightView employees (fluctuates upon seasonality) dedicated to meet the landscape needs of the City of American Canyon. At the peak of growing season, there will be 6 landscape professionals and 1 dedicated Account Manager. There will also be additional help for ancillary tasks such as weed abatement on hill sides, aerations, and other ancillary projects.

- 1) **Mow Crew** – The Mow Crew will consist of 2 landscape professionals to handle the weekly mowing, mechanical edging, blowing, and fertilization of all turf.
- 2) **Detail Crew** – The Detail Crew will consist of 2 landscape professionals that will handle all traffic control, tree and shrub care, insects and disease control, fertilization, ground cover control, watering, weed abatement, hand-pruning, and trash & debris pickup.
- 3) **Trash/Restrooms/Weed Abatement Crew** - There will be 2 landscape professionals assigned to all areas for restroom facilities maintenance as well as all trash pick up and removal. Additionally, this crew will assist in weed abatement and turf treatment.
- 4) **Irrigation Crew** – There will be 1 irrigation technician to handle all the irrigation needs of the contract. Aligned with the goal of actively pursuing water conservation, these irrigation technicians will handle all irrigation system checks and repairs as outlined in the scope of the RFP.
- 5) **Dedicated Account Manager** - BrightView will provide one dedicated Account Manager as the liaison between the City of American Canyon and BrightView who is ultimately responsible for customer satisfaction. Your Account Manager will have the sole responsibility of caring for the landscape maintenance for the City of American Canyon. Your Account Manager will be responsible for ensuring that every facet of the scope of work is adhered to safely and in excellence.



Start-Up Plan

BrightView's transition process is a documented action plan that involves both senior and site management by the customer and BrightView. This process starts out with the overall vision and goals of the partnership. Implementation plans with specific details and schedules are developed. Timely meetings to review progress are scheduled for both individual sites and overall teams to ensure success.

Job Start-Up Needs Evaluation:

- Initial job site walk-through is done prior to job start-up to determine specific site-related needs of the customer. Site-specific issues are discussed. A site walk-through is then performed asking more site-specific questions, which clarify the customer needs
- Specific goals set for the upcoming year
- Daily, weekly, monthly communication process finalized

Goals of Initial Site Meeting:

- Establish a weekly communication process (meetings, reports, etc.)
- Clearly establish expectations using contract specifications and current knowledge of site management
- Present schedule of operations in Gantt format
- Identify ALL special situations, issues, areas & processes
- Clearly establish a base safety process and site-specific processes
- Document processes for out-of-scope work (P.O., sign-off, billing)
- Share emergency call process
- Set short-term improvement goals
- Benchmark existing site status, conditions, and opportunities for improvements



To ensure a smooth transition and deliver immediate value, BrightView follows a proven milestone-based onboarding process designed to establish clear expectations, deliver early wins, and set the stage for long-term partnership success.

30 Days – Launch & Alignment

- **Kickoff Objectives:**
 - Introduce dedicated BrightView team
 - Review contract, scope of work, and timelines
 - Confirm communication protocols & emergency thresholds
 - Walk the site to align on service expectations
 - Review BrightView Safety Program
 - Initiate first Quality Site Assessment (QSA)
 - Launch priority initiatives and turf restoration tasks
- **Deliverables:**
 - Confirm maintenance schedule
 - Document site-specific needs
 - Identify quick wins and first-month priorities

60 Days – Adjust & Optimize

- **Monthly Review with Client, Account Manager & Branch Manager:**
 - Evaluate progress on key initiatives
 - Review QSA results and resolve carryover issues
 - Confirm alignment with scope and expectations
 - Begin refinement of maintenance based on seasonal feedback
- **Focus Areas:**
 - In-season adjustments
 - Proactive issue resolution
 - Continued visibility with client stakeholders

90 Days – Partnership Solidified

- **Quarterly Business Review:**
 - Review Partnership Transition Guide
 - Assess QSA trends and performance benchmarks
 - Confirm closure of any outstanding items
 - Address feedback from client satisfaction touchpoint
- **What You'll See:**
 - Established rhythm of communication
 - Measurable field improvements
 - Full alignment on expectations and outcomes

180 Days – Strategic Evaluation

- **Mid-Year Strategic Review:**
 - Evaluate long-term field performance and aesthetics
 - Plan for seasonal enhancements and service upgrades
 - Budget alignment and efficiency check
- **Looking Ahead:**
 - Dynamic service plans
 - Site-specific upgrades
 - Strong data-driven performance

BrightView is committed to transparent communication, consistent quality, and proactive field management—right from day one. Let's grow something great together!

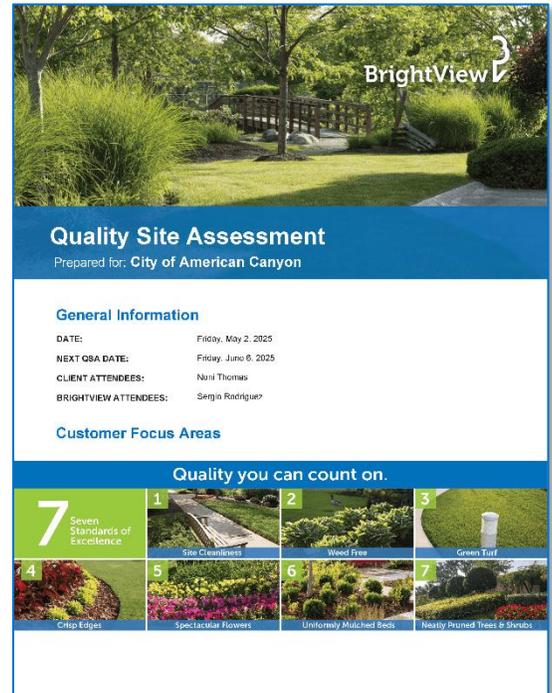


QUALITY CONTROL: COMMUNICATION AND REPORTING

To ensure a successful partnership, effective communication is one of our top priorities. We believe strongly in being proactive in our communication and have designed several forms and checklists our customers find valuable for staying apprised of their landscape status and maintenance activity. Additionally, we are equipped to respond quickly to new and unexpected needs as they arise.

Our Quality Site Assessment (QSA) ensures transparency and accountability in maintaining your landscapes. This includes:

- Inspect sites weekly during all seasons
- Report our maintenance activities in compliance with RFP
- Provide digital photos to verify technical issues, damage, and plant and tree health
- You have 24/7 access to your Account Manager by telephone and email. All issues that arise will be treated with a sense of urgency and addressed with due diligence.
- Emergencies that occur outside of regular business hours will be dealt with depending on the severity of the situation. You can expect a response and proposed solutions to after hour's emergencies within two hours or less.
- We judge our success by the complete satisfaction of our customers. We continually collect feedback through a comprehensive customer satisfaction program. We use the valuable insight gained through our survey program to determine system improvements and guide the content of our employee training program.
- Every customer we partner with has the opportunity to formally evaluate our work product, service and relationship at least once a year through our Client Satisfaction Survey via a third-party vendor. Your feedback is important to us. We pay attention to the survey results and follow-up with a summary of each one to learn how we can improve.



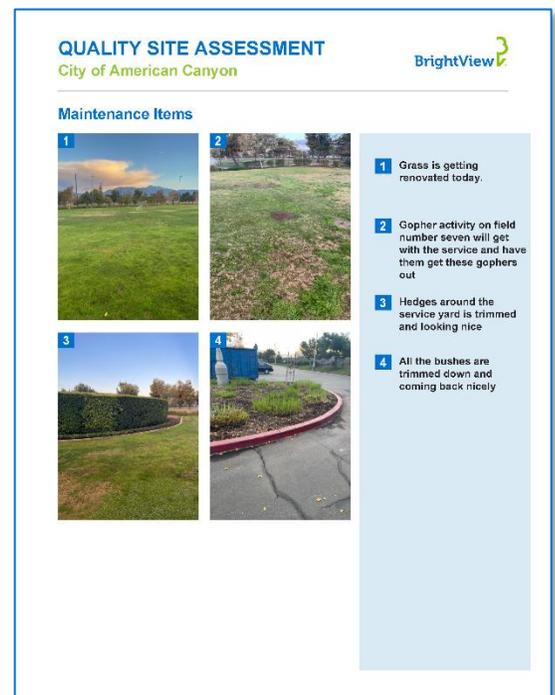
Quality Site Assessment
Prepared for: City of American Canyon

General Information
DATE: Friday, May 2, 2025
NEXT QSA DATE: Friday, June 6, 2025
CLIENT ATTENDEES: Nairi Thomas
BRIGHTVIEW ATTENDEES: Sergio Rodriguez

Customer Focus Areas

Quality you can count on.

7 Seven Standards of Excellence	1 Site Cleanliness	2 Weed Free	3 Green Turf
4 Crisp Edges	5 Spectacular Flowers	6 Uniformly Mulch-bed Beds	7 Neatly Pruned Trees & Shrubs



QUALITY SITE ASSESSMENT
City of American Canyon

Maintenance Items

1	2	1 Grass is getting renovated today.
3	4	2 Gopher activity on field number seven will get with the service and have them get these gophers out
		3 Hedges around the service yard is trimmed and looking nice
		4 All the bushes are trimmed down and coming back nicely

QSA REPORTS

- To ensure a successful partnership, effective communication is one of our top priorities. We found the best way to keep our customers highly satisfied is to make sure we understand your current needs and priorities. We will provide proactive communication on a monthly basis that includes images, pricing and recommendations that will give you a full view of your landscape. We employ a range of tools and reports including the Quality Site Assessment (pictured), Activity Reports and many more.

QUALITY SITE ASSESSMENT
City of American Canyon

BrightView 

Maintenance Items



5 Ground cover against the freeway fence is looking trimmed and looking nice



6 Parking lot fingers are all trimmed and looking good



7 Synthetic fields are clean and in really good shape



8 All ornamental grasses are being trimmed this time of year

QUALITY SITE ASSESSMENT
City of American Canyon

BrightView 

Completed Items



1 Brazilian Peppertree hanging too low - needs to be lifted up.



2 Front entrance daylilies getting big and covering the sign. Will cut them down next month when we renovate the park.



3 Pepper trees need to be lifted, hanging too low



4 Roses where a truck ran over them. Seems to be coming back to life. We will continue to monitor and, if they do not come back, we will see about replacement.

Reporting and Analytics

- Review of monthly inspections
- Address outstanding concerns and review accomplishments
- Robust financial visibility and strategic guidance
- Enable benchmarking and leverage best practices

JOB SAFETY

BrightView is the landscape partner who believes safety is much more than the gear we wear – it’s woven into the fabric of our company.

In the landscape industry, the average OSHA Total Recordable Incident Rate is 4.20. At BrightView, our number is consistently well below; in fact, last year our rate was 1.5. We’re sharing this because we believe that when it comes to safety, there’s no reason to be shy.

Train, Check, & Reinforce

Team members undergo extensive vetting and training before they serve you, including E-Verify, initial and ongoing driving record checks and drug and alcohol screenings. New hires undergo our safety orientation and must receive certification for every piece of power equipment they’ll use. We also utilize a buddy system for new hires, pairing them with more tenured team members who help them learn the ropes.



However, our focus on safety doesn’t end there. Crews participate in weekly safety meetings, which review how to avoid hazards relevant to the current season. Our management teams also participate in a weekly safety call, where they review any opportunities for improvement and strategize how to address them. Finally, we conduct periodic jobsite inspections to ensure safety best practices are always in use at your facility.

But it’s not all work and no play. We believe safety should be celebrated. That’s why we’ve created a reward system for safety compliance and make recognition of those who have exhibited good safety behaviors a key part of our morning pre-dispatch routine.

Before We Arrive

Our safety preparations begin well before we set foot on your property. Teams begin the day with “Stretch and Flex”—a time for everyone to stretch together to prevent soft tissue injuries, review safety practices, and discuss any potential hazards. Before leaving the yard, we inspect our personal protective equipment (which we



BrightView crews begin their day with Stretch-n-Flex.

require and provide), supplies, and ensure an ample supply of water to keep the team well hydrated. Finally, we inspect our trucks and trailers to ensure they’re roadworthy and compliant with regulatory agencies. These daily inspections help us remedy and identify any deficiencies that could cause harm to our teams or the public.

On Your Properties

We're easy to spot, but that's intentional. Our attire is designed to make it easy to identify who is part of our crew and enhance visibility for your safety and ours. In addition to our company-issued PPE, our crews are fully uniformed in seasonally appropriate gear, which always includes name badges and safety vests. Our vehicles are logoed and feature our distinctive livery, while cones are used to mark safety zones.

However, what's not visible is one of the features we're most proud of: our Stop Work Authority. The Stop Work Authority empowers every team member to take safety into their own hands. Crew members are encouraged to stop a job if they personally feel unsafe, or witness something that could put a teammate or the public in peril.



BrightView focuses on safety throughout everything we do.

Continuous Improvement

Though our OSHA incident rate is significantly better than the industry average, there are always opportunities to improve. Hazards, near misses, and concerns are always submitted to our Branch Safety Leaders for review and correction, if needed. In the event of an injury, a root cause analysis is conducted to ensure future incidences are prevented.

We're proud of our safety program, but that's not the only reason we're sharing these details. We're providing this information because we believe it should be readily available to you, to aid in your selection process. The patients who entrust you with their care have confidence they'll be in good hands. We want you to have that same confidence in us.

Additional Safety Measures Include

- **New Hire Safety Orientation**
- **New Hires Wear Orange Vests for Better Oversight**
- **Extensive Driver Safety Certification Program**
- **Certification Required to Use All Power Equipment**
- **Take 2-Two Inspection at Each Job Every Day**
- **Mandatory Weekly Field Crew Safety Meetings**
- **Reward System for Safety Compliance**
- **Weekly Management Safety Calls**
- **Certified in Traffic Control**

QUALIFICATIONS OF STAFF

BrightView has the largest labor pool of over 20,000 landscape professionals nationwide, over 2,000 in Northern California, and over 100 landscape professionals just at our local Branch in Pleasanton (7039 Commerce Circle, Pleasanton, CA 94588). If additional personnel are ever needed, we have the resources.

Job Title	Job Responsibility
<p>Sergio Rodriguez Account Manager</p>	<ul style="list-style-type: none"> Accountable for customer satisfaction Primary customer contact Ensures compliance to job specifications and quality Manages and schedules crews Ensure readiness of workers, tools, and materials Maintains safe working conditions Trains field personnel Ensures delivery of job specifications and quality
<p>Adam Thouvenot Branch Manager</p>	<ul style="list-style-type: none"> Ensure quality and efficient landscape management for clients Consistently improves best practices within the service branch Lead and support all branch personnel Lead a culture focused on safety, service, and quality Provide vision and direction, ensuring all team members understand the branch’s goals and objectives
<p>Fairlight Beard Vice President</p>	<ul style="list-style-type: none"> Responsible for training, counseling, & developing growth plans and drives customer satisfaction through proactive, consistent quality service. Works directly with local teams to leverage national resources and implement industry leading operating principles.



BRIGHTVIEW PERSONNEL



Sergio Rodriguez – Account Manager

Sergio has been in the landscaping industry for over 30 years. Since the age of 18, Sergio has been specializing in servicing commercial landscape and industrial landscape properties. Sergio is Certified in Water Management and specializes in water savings and coverage. He has grown to become one of our team’s most trusted Account Managers and will be tasked to continue to oversee the City of American Canyon landscape maintenance.

Sergio will be the primary customer contact accountable for customer satisfaction. Sergio will ensure compliance with job specifications and quality. He will manage crew schedules, ensure readiness of workers, tools, and materials, and ensure safe working conditions. In addition to regular phone calls and texts, Sergio will use the QSA Reports to communicate in writing and through photographs to capture the condition of the property and chart improvement opportunities. Sergio will always be available for regular walks to review performance and go over any job details.



Adam Thouvenot –Branch Manager

Adam has over 15 years’ experience in operations management in Northern California and has overseen the landscape maintenance for several municipalities and large commercial properties. Adam has also worked at the highest customer service level projects including the County of Napa, City of Santa Rosa, City of American Canyon, and Montage Healdsburg. He is in charge of the overall quality of the Branch. Adam’s skills include vast horticultural knowledge, leadership abilities, strong customer

service, attention to detail, and the ability to mentor employees.

Adam will also be available for regular meetings and property walks with the City of American Canyon. Adam will help ensure quality and efficient landscape management. He will consistently improve best practices for the Branch while leading and supporting all Branch personnel. Adam will lead a culture focused on safety, service, and quality and provide vision and direction, ensuring all team members understand the Branch’s goals and objectives.



Fairlight Beard – General Manager

Fairlight has over 20 years of operational management experience in the landscape industry. Fairlight’s oversight and management has led our teams to an exemplary OSHA safety record as well as hundreds of extremely satisfied customers. Fairlight holds a B.S. in Natural Resources, is a River Friendly Qualified Landscape Professional, held a Qualified Applicators License for many years, and is a Los Rios Community College Horticulture Industry Advisor. She is responsible for training, counseling,

developing growth plans, and driving customer satisfaction through proactive, consistent quality service.

Fairlight will work directly with the local crew to leverage national resources and implement industry leading operational principles.

BRIGHTVIEW REFERENCES

City of Santa Rosa

100 Santa Rosa Avenue
Santa Rosa, CA 95404
Citywide Landscape Maintenance
Contact: James Castro
jcastro@srcity.org
(707)543-4517
Start Date: 2019 – present
\$1,078,056 Annually

City of Davis

23 Russell Boulevard
Davis, CA 95616
Citywide Landscape Maintenance
Contact: Matt Trevino
mtrevino@cityofdavis.org
(530)760-5577
Start Date: 2019 – present
\$866,958 Annually

City of Palo Alto

250 Hamilton Avenue
Palo Alto, CA 94301
Citywide Landscape Maintenance
Contact: Mark Ribeiro
mark.ribeiro@cityofpaloalto.org
(650) 496-6910
Start Date: 2017 – present
\$2,182,392 Annually

City of Fremont

3300 Capitol Avenue
Fremont, CA 94538
Citywide Landscape Maintenance
Contact: Ernie Moreira
emoreira@fremont.gov
(510) 979-5700
Start Date: 2020 – present
\$710,022 Annually



TITLE

Fiscal Year 2025/2026 Salary Schedule

RECOMMENDATION

Adopt a Resolution Approving the Fiscal Year 2025/2026 Salary Schedule.

CONTACT

Juan Gomez, Assistant City Manager
Scott Corey, Human Resources Officer II

BACKGROUND & ANALYSIS

The City Council approves all employee salaries, classification titles and changes. The California Government Code requires pay rates for employees be established pursuant to a "publicly available" salary schedule that includes certain information, such as position title and pay range. To satisfy this requirement, it is necessary for the Council to adopt a Resolution approving the Fiscal Year 2025/2026 Salary Schedule (the "Schedule") consistent with funding appropriated by the adoption of the Fiscal Year 2025/2026 budget (the "Budget") on June 3.

The new Schedule reflects changes to employees' salaries based on the current Memorandums of Understanding (MOUs) with the two employee bargaining units, and the Unrepresented Compensation Program (Unrepresented Program). Each of these documents provide for a minimum 2% and maximum 5% cost-of-living adjustment (COLA) for Fiscal Year 2025/2026 based on the Consumer Price Index as reported by the U.S. Bureau of Labor Statistics for the month of April 2025. The Schedule includes a 2% COLA for classifications in the bargaining units and/or covered by the Unrepresented Program, and for those Temporary classifications indexed to similar Regular classifications. The City Manager's salary is increased 2%, per the terms and conditions of the current Employment Agreement.

The City completed organizational assessments for the Communications Division, Public Works and Finance Departments, and assisted in a study led by the American Canyon Fire Protection District. The proposed Schedule amends the compensation plan to add or update job classifications consistent with approved improvements to the City's operations and organizational structure, including Communications and Engagement Coordinator I/II, Communications and Engagement Supervisor, Deputy City Manager, Finance Director and Fire Administrative Division Manager.

The new salaries will go into effect the first full pay period following July 1, 2025.

Pursuant to California Government Code section 54953(c)(3), the action recommended in this report would constitute a final action on the salary or salary schedule of one or more local agency executives, which shall be orally reported prior to a Council vote.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

Funding for these increases is included in the City's Adopted Fiscal Year 2025/2026 Budget.

ENVIRONMENTAL REVIEW

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

ATTACHMENTS:

[1. Resolution - Fiscal Year 2025/2026 Salary Schedule](#)

[Exhibit A - Full Time Permanent Classifications](#)

[Exhibit B - Part Time, Retired Annuitants and Extra Help](#)

RESOLUTION NO. 2025-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON
APPROVING THE FISCAL YEAR 2025/2026 SALARY SCHEDULES**

WHEREAS, the California Code of Regulations (CCR) section 570.5 requires publishing of a “Publicly Available Pay Schedule;” and

WHEREAS, this salary schedule must include the position title for every employee position, pay rate for each position, and time base for each position; and

WHEREAS, the City Council approved on August 16, 2022, Memorandums of Agreement with the General Unit and Mid-Management Unit employees and approved an Unrepresented Compensation Program each of which provides for a Fiscal Year 2025/2026 cost-of-living adjustment of a minimum of 2% and a maximum of 5% based on the Consumer Price Index, which was reported as 1.3% for the month of April 2025 by the U.S. Bureau of Labor Statistics; and

WHEREAS, the City Council approved on October 5, 2021, an Employment Agreement with the City Manager providing an annual cost-of-living adjustment beginning in Fiscal Year 2023/2024 of a minimum of 2% and a maximum of 4%; and

WHEREAS, the City completed organizational studies for the Communications Division, Public Works and Finance Departments, and assisted in a study led by the American Canyon Fire Protection District, and now wishes to amend the compensation plan to add or update job classifications consistent with approved improvements to the City’s operations and organizational structure; and

WHEREAS, it is appropriate to enact the Fiscal Year 2025/2026 Salary Schedule consistent with the Fiscal Year 2025/2026 Budget as approved by the City Council to implement the following:

- A 2% cost-of-living increase for all General Unit, Mid-Management Unit and Unrepresented Employees, as well as those Temporary classifications indexed to similar Regular classifications, effective July 5, 2025.
- A 2% cost-of-living increase for the City Manager effective July 1, 2025, to be implemented by mutual agreement on July 5, 2025.
- Salary ranges for new classifications of Communications and Engagement Coordinator I/II, Communications and Engagement Supervisor, Deputy City Manager and Fire Administrative Division Manager.
- Amend the salary range for Finance Director consistent with the updated classification specification.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon does hereby approve the Salary Schedule for Full-Time Permanent Classifications for Fiscal Year 2025/2026 effective July 5, 2025, as attached hereto as Exhibit "A," and the Salary Schedule for Part-Time, Retired Annuitants and Extra Help Classifications effective July 5, 2025, attached hereto as Exhibit "B," to supersede previously adopted Salary Schedules.

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 June, 2025 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Pierre Washington, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney

SALARY SCHEDULE FOR FULL-TIME PERMANENT CLASSIFICATIONS - FY2025-26

Effective: July 5, 2025

Class Code	Classification	Basis	Salaries				
City Council		Monthly	\$950.00				
Executive Classifications							
			Minimum		Control Pt.		Maximum
1001	City Manager	Annually	\$221,803.49		\$277,254.36		\$332,705.23
1009	Assistant City Manager	Annually	\$191,820.38		\$239,775.48		\$287,730.58
1006	Community Development Director	Annually	\$176,823.94		\$221,029.92		\$265,235.90
1010	Deputy City Manager	Annually	\$169,930.37		\$212,412.96		\$254,895.55
1004	Finance Director	Annually	\$175,841.60		\$219,802.00		\$263,762.40
1003	Parks and Recreation Director	Annually	\$154,008.58		\$192,510.72		\$231,012.86
1007	Public Works Director	Annually	\$175,531.39		\$219,414.24		\$263,297.09
Exempt Classifications							
Class Code	Classification	Basis	Annual Salary Steps				
Exempt Classifications							
			A	B	C	D	E
6210	Assistant Director of Public Works	Annually	\$158,765.52	\$166,703.80	\$175,038.99	\$183,790.94	\$192,980.49
6305	City Clerk	Annually	\$121,002.32	\$127,052.44	\$133,405.06	\$140,075.31	\$147,079.08
2201	Chief Building Official	Annually	\$133,563.91	\$140,242.11	\$147,254.22	\$154,616.93	\$162,347.78
2213	Chief Plant Operator	Annually	\$112,362.70	\$117,980.83	\$123,879.87	\$130,073.86	\$136,577.55
2215	Communications & Engagement Supervisor	Annually	\$92,221.29	\$96,832.35	\$101,673.97	\$106,757.67	\$112,095.55
2309	Development Services Engineer	Annually	\$124,027.38	\$130,228.75	\$136,740.19	\$143,577.20	\$150,756.06
2200	Environmental Services Manager	Annually	\$136,903.01	\$143,748.16	\$150,935.57	\$158,482.35	\$166,406.47
6208	Finance Manager	Annually	\$147,429.57	\$154,801.05	\$162,541.10	\$170,668.16	\$179,201.57
6312	Fire Administration Division Manager	Annually	\$115,171.75	\$120,930.34	\$126,976.86	\$133,325.70	\$139,991.99
6310	Human Resources Analyst I	Annually	\$92,221.29	\$96,832.35	\$101,673.97	\$106,757.67	\$112,095.55
6311	Human Resources Analyst II	Annually	\$101,795.06	\$106,884.81	\$112,229.05	\$117,840.50	\$123,732.52
6309	Human Resources Manager	Annually	\$140,325.59	\$147,341.87	\$154,708.96	\$162,444.41	\$170,566.63
6307	Human Resources Officer I	Annually	\$99,312.24	\$104,277.85	\$109,491.74	\$114,966.33	\$120,714.65
6308	Human Resources Officer II	Annually	\$121,002.32	\$127,052.44	\$133,405.06	\$140,075.31	\$147,079.08
2302	Information Systems Officer	Annually	\$121,002.32	\$127,052.44	\$133,405.06	\$140,075.31	\$147,079.08
2210	Maintenance Supervisor	Annually	\$94,526.82	\$99,253.16	\$104,215.82	\$109,426.61	\$114,897.94
6303	Management Analyst I (Conf.)	Annually	\$104,339.91	\$109,556.91	\$115,034.76	\$120,786.50	\$126,825.83
6304	Management Analyst II (Conf.)	Annually	\$115,171.75	\$120,930.34	\$126,976.86	\$133,325.70	\$139,991.99
2310	Management Analyst I	Annually	\$104,339.91	\$109,556.91	\$115,034.76	\$120,786.50	\$126,825.83
2311	Management Analyst II	Annually	\$115,171.75	\$120,930.34	\$126,976.86	\$133,325.70	\$139,991.99
2204	Public Works Superintendent	Annually	\$130,306.27	\$136,821.58	\$143,662.66	\$150,845.79	\$158,388.08
2212	Recreation Manager	Annually	\$106,948.43	\$112,295.85	\$117,910.64	\$123,806.17	\$129,996.48
2214	Recreation Supervisor	Annually	\$87,777.55	\$92,166.43	\$96,774.75	\$101,613.49	\$106,694.16
2205	Senior Civil Engineer	Annually	\$136,903.01	\$143,748.16	\$150,935.57	\$158,482.35	\$166,406.47
2209	Senior Planner	Annually	\$112,362.70	\$117,980.83	\$123,879.87	\$130,073.86	\$136,577.55
2211	Wastewater Operations Manager	Annually	\$140,325.59	\$147,341.87	\$154,708.96	\$162,444.41	\$170,566.63
2207	Water Systems Manager	Annually	\$136,903.01	\$143,748.16	\$150,935.57	\$158,482.35	\$166,406.47
Non-Exempt Classifications							
Class Code	Classification	Basis	Hourly Steps				
Non-Exempt Classifications							
			A	B	C	D	E
4301	Accountant	Hourly	\$43.27	\$45.43	\$47.70	\$50.08	\$52.58
4402	Accounting Assistant I	Hourly	\$27.72	\$29.11	\$30.57	\$32.10	\$33.71
4403	Accounting Assistant II	Hourly	\$30.61	\$32.14	\$33.75	\$35.44	\$37.21
4404	Accounting Assistant III	Hourly	\$33.79	\$35.48	\$37.25	\$39.11	\$41.07
4405-3405	Accounting Technician (General & Confidential)	Hourly	\$37.30	\$39.16	\$41.12	\$43.18	\$45.34
4707	Administrative Clerk I	Hourly	\$24.51	\$25.74	\$27.03	\$28.38	\$29.80
4708	Administrative Clerk II	Hourly	\$27.06	\$28.41	\$29.83	\$31.32	\$32.89
4709	Administrative Clerk III	Hourly	\$29.86	\$31.35	\$32.92	\$34.57	\$36.30
4706	Administrative Technician	Hourly	\$36.38	\$38.20	\$40.11	\$42.12	\$44.23
4312	Assistant Planner	Hourly	\$44.33	\$46.55	\$48.88	\$51.32	\$53.89
4314	Associate Planner	Hourly	\$48.94	\$51.39	\$53.96	\$56.66	\$59.49
4415	Building Inspector I	Hourly	\$41.17	\$43.23	\$45.39	\$47.66	\$50.04
4416	Building Inspector II	Hourly	\$45.44	\$47.71	\$50.10	\$52.61	\$55.24
4917	Building Maintenance Worker	Hourly	\$35.50	\$37.28	\$39.14	\$41.10	\$43.15
4318	Capital Projects Coordinator	Hourly	\$51.42	\$53.99	\$56.69	\$59.52	\$62.50
4422	Civil Engineering Technician	Hourly	\$46.57	\$48.90	\$51.35	\$53.92	\$56.62
4419	Code Enforcement Officer	Hourly	\$39.18	\$41.14	\$43.20	\$45.36	\$47.63
4325	Communications & Engagement Coordinator I	Hourly	\$34.64	\$36.37	\$38.19	\$40.10	\$42.10

Class Code	Classification	Basis	Hourly Steps				
Non- Exempt Classifications							
			A	B	C	D	E
4326	Communications & Engagement Coordinator II	Hourly	\$38.23	\$40.14	\$42.15	\$44.26	\$46.47
5403	Construction Management Aide (At-Will/Temporary/Seasonal)	Hourly	\$36.38	\$38.20	\$40.11	\$42.12	\$44.23
3104	Deputy City Clerk (Conf.)	Hourly	\$47.75	\$50.14	\$52.65	\$55.28	\$58.04
4101	Deputy City Clerk CDD	Hourly	\$47.75	\$50.14	\$52.65	\$55.28	\$58.04
4323	Engineer I	Hourly	\$46.57	\$48.90	\$51.35	\$53.92	\$56.62
4311	Engineer II	Hourly	\$51.42	\$53.99	\$56.69	\$59.52	\$62.50
4313	Engineer III	Hourly	\$56.75	\$59.59	\$62.57	\$65.70	\$68.99
4441	Engineering Technician	Hourly	\$41.17	\$43.23	\$45.39	\$47.66	\$50.04
4438	Environmental Specialist I	Hourly	\$36.38	\$38.20	\$40.11	\$42.12	\$44.23
4425	Environmental Specialist II	Hourly	\$40.17	\$42.18	\$44.29	\$46.50	\$48.82
4439	Environmental Specialist III	Hourly	\$44.33	\$46.55	\$48.88	\$51.32	\$53.89
3105	Executive Assistant to the City Manager	Hourly	\$38.23	\$40.14	\$42.15	\$44.26	\$46.47
3102	Fire Executive Assistant/ Office Administrator	Hourly	\$40.17	\$42.18	\$44.29	\$46.50	\$48.82
3106	Human Resources Technician	Hourly	\$33.79	\$35.48	\$37.25	\$39.11	\$41.07
4324	Lab Analyst	Hourly	\$47.75	\$50.14	\$52.65	\$55.28	\$58.04
4927	Maintenance Worker I	Hourly	\$29.86	\$31.35	\$32.92	\$34.57	\$36.30
4928	Maintenance Worker II	Hourly	\$32.96	\$34.61	\$36.34	\$38.16	\$40.07
4929	Maintenance Worker III	Hourly	\$36.38	\$38.20	\$40.11	\$42.12	\$44.23
4831	Mechanic	Hourly	\$39.18	\$41.14	\$43.20	\$45.36	\$47.63
4442	Parks and Open Space Project Coordinator	Hourly	\$36.38	\$38.20	\$40.11	\$42.12	\$44.23
4440	Permit Technician	Hourly	\$35.50	\$37.28	\$39.14	\$41.10	\$43.15
4833	Plant Maintenance Mechanic I	Hourly	\$40.17	\$42.18	\$44.29	\$46.50	\$48.82
4832	Plant Maintenance Mechanic II	Hourly	\$44.33	\$46.55	\$48.88	\$51.32	\$53.89
5402	Plant Operator Apprentice	Hourly					\$36.30
4435	Plant Operator I	Hourly	\$40.17	\$42.18	\$44.29	\$46.50	\$48.82
4436	Plant Operator II	Hourly	\$44.33	\$46.55	\$48.88	\$51.32	\$53.89
4437	Plant Operator III	Hourly	\$48.94	\$51.39	\$53.96	\$56.66	\$59.49
4732	Police Technician	Hourly	\$31.37	\$32.94	\$34.59	\$36.32	\$38.14
4608	Recreation Coordinator	Hourly	\$34.64	\$36.37	\$38.19	\$40.10	\$42.10
4634	Senior Bus Driver	Hourly	\$29.86	\$31.35	\$32.92	\$34.57	\$36.30
4930	Senior Maintenance Worker	Hourly	\$40.17	\$42.18	\$44.29	\$46.50	\$48.82
4420	Sustainability Coordinator	Hourly	\$41.17	\$43.23	\$45.39	\$47.66	\$50.04

Fiscal Year 25/26 Modifications

1. Contract Adjustment - 2% cost-of-living increase for all Regular classifications (excludes Temporary classes not indexed to a Regular classification) effective pay period starting 7/5/2025.
2. Amend the compensation plan to add the classifications of Communications & Engagement Coordinator I/II, Communications & Engagement Supervisor, Deputy City Manager, Fire Administration Division Manager.
3. Amend the pay rate for Finance Director to reflect unique duties provided for the American Canyon Fire Protection District.
4. Correctly list Recreation Supervisor as an exempt classification.

Fiscal Year 24/25 Modifications

1. Contract Adjustment - 3.8% cost-of-living increase for all Regular classifications (excludes Temporary classes not indexed to a Regular classification) effective pay period starting 7/6/2024.
2. Amend compensation plan to add the classifications of Assistant Director of Public Works, Chief Plant Operator, Deputy City Clerk-CDD, Human Resources Analyst I/II, Human Resources Manager, Human Resources Technician and Management Analyst I/II (Represented).
3. Amend compensation plan to remove the classifications of Deputy Public Works Director, Maintenance & Utilities Director, Administrative Services Director, Human Resources Assistant and Aquatics Supervisor.
4. Update City Council compensation per Municipal Code Section Chapter 2.04.060 as amended by Ordinance 2023-10.

Fiscal Year 23/24 Modifications

1. Contract Adjustment - 4.2% pay increase for all Regular classifications (excludes City Manager and Temporary classes not indexed to a Regular classification) effective pay period starting 7/8/2023.
2. 4% pay increase for City Manager per contract.

Fiscal Year 22/23 Modifications

1. Market Adjustment, Internal Alignment & Range Placements consistent with Total Compensation Study, Recruitment and Retention Strategic Plan, and Memorandums of Understanding effective the pay period starting 7/9/2022.
2. Contract Adjustment - 5% pay increase for all permanent employees (excludes City Manager and Temporary employees) effective pay period starting 7/9/2022.
3. Reassign Deputy Public Works Director classification to Unrepresented from At-Will Manager.

Fiscal Year 21/22 Modifications

1. Contract Adjustment- 3.8% pay increase for all permanent employees (excludes City Manager and Temporary employees) effective pay period starting 7/10/2021
2. 2% pay increase for City Manager effective 7/1/2021
3. Update hourly pay rate for Plant Operator Apprentice consistent with Resolution 2007-92
4. Adjust City Manager's compensation effective July 1 per contract approved Oct. 5, 2021
5. Update minimum wage rate and new rate for the following positions: Lifeguard, WSI Lifeguard, Office Assistant, Program Coordinator, Recreation Leader, Cashier, Service Worker, Senior Lifeguard, Student Intern, and Senior Recreation Leader effective 12/25/2021, the pay period that includes 1/1/2022.
6. Create Management Fellow salary range.

SALARY SCHEDULE FOR PART-TIME, RETIRED ANNUITANTS & EXTRA HELP - 2025 Effective July 5, 2025

The following pay ranges are the authorized pay levels for individuals working in a part-time, temporary, limited term or extra help capacity. The specific pay assignment with each level should be based on internal equity as well as training and experience of the individual filling the part-time or extra help position. Unless approved by the City Council, the pay of an individual working in any of the temporary job classifications listed below shall be within the approved range.

CLASS CODE	CLASSIFICATION	PAY BASIS	A	B	C	D	E
5601	Bus Driver (Non-Regular)	Hourly	21.67	22.75	23.89	25.08	26.33
5602	Cashier (Seasonal)	Hourly	16.50	17.33	18.20	19.11	20.07
5607	Lifeguard (Temporary)	Hourly	17.33	18.20	19.11	20.07	21.07
5605	Lifeguard (WSI) (Temporary)	Hourly	17.76	18.65	19.58	20.56	21.59
5609	Management Aide (At Will /Temp)	Hourly	Minimum 34.00				Maximum 150.00
5101	Office Assistant	Hourly	20.11	21.12	22.18	23.29	24.45
5603	Program Coordinator (Temporary)	Hourly	24.91	26.16	27.47	28.84	30.28
5611	Recreation Specialist (Temporary)	Hourly	28.42	29.84	31.33	32.90	34.55
5604	Recreation Leader (Temporary)	Hourly	16.50	17.33	18.20	19.11	20.07
5608	Senior Lifeguard (WSI) (Temporary)	Hourly	19.93	20.93	21.98	23.08	24.23
5610	Senior Recreation Leader (Temporary)	Hourly	18.98	19.93	20.93	21.98	23.08
5606	Service Worker (Temporary)	Hourly	22.76	23.90	25.10	26.35	27.67
5401	Student Intern (Temporary)	Hourly	Minimum 16.50				Maximum 30.28

DEFINITIONS:

Part-time, temporary and extra help positions are limited to 980 hours per calendar & fiscal years. Salaries for PERS retired annuitants must meet PERS requirements and are limited to 960 hours per calendar & fiscal years. If a PERS retired annuitant is performing part-time services for a position identified on the City's Salary Schedule for full-time positions, the City pays the employee an hourly rate based on the Salary Schedule for full-time positions. Consult Human Resources for assistance in determining the appropriate hourly rates for part-time, extra-help or retired annuitants.

Fiscal Year 25/26 Modifications

1. Apply 2% wage Increase for Bus Driver, Office Assistant and Service Worker classifications, which are indexed to similar Regular classifications, effective July 5, 2025.
2. Delete Management Fellow pay grade as that classification has not been adopted.

Fiscal Year 24/25 Modifications

1. Apply 3.8% wage Increase for Bus Driver, Office Assistant and Service Worker classifications, which are indexed to similar Regular classifications, effective July 6, 2024.
2. Amend compensation plan to add classification of Recreation Specialist, which is indexed to Regular classification of Recreation Coordinator.
2. Increased the Minimum Wage and adjusted classes tied to it: Cashier, Lifeguard, Lifeguard (WSI), Program Coordinator, Recreation Leader, Senior Lifeguard, Senior Recreation Leader and Student Intern, effective January 1, 2025.

Fiscal Year 23/24 Modifications

1. Apply 4.2% wage Increase for Bus Driver, Office Assistant and Service Worker classifications, which are indexed to similar Regular classifications effective July 8, 2023.
2. Increased the Minimum Wage and adjusted classes tied to it: Cashier, Lifeguard, Lifeguard (WSI), Program Coordinator, Recreation Leader, Senior Lifeguard, Senior Recreation Leader and Student Intern, effective January 1, 2024.

Fiscal Year 22/23 Modifications

1. Created separate Salary Schedule for classifications that can be filled on a part-time, temporary, seasonal, extra help and/or limited duration basis.

SALARY SCHEDULE FOR PART-TIME, RETIRED ANNUITANTS & EXTRA HELP - 2025
Effective July 5, 2025

The following pay ranges are the authorized pay levels for individuals working in a part-time, temporary, limited term or extra help capacity. The specific pay assignment with each level should be based on internal equity as well as training and experience of the individual filling the part-time or extra help position. Unless approved by the City Council, the pay of an individual working in any of the temporary job classifications listed below shall be within the approved range.

CLASS CODE	CLASSIFICATION	PAY BASIS	A	B	C	D	E
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2. Increased the Minimum Wage and adjusted classes tied to it: Cashier, Lifeguard, Lifeguard (WSI), Program Coordinator, Recreation Leader, Senior Lifeguard, Senior Recreation Leader and Student Intern.



City Council Committee Report

Submitted * by: Mayor Pierre Washington

Council Meeting Date: 06/17/2025

Event Date: 11/06/2025

Event Type: Community Event

Event Title: * Meet Me In The Street

Event Report: **Thank You for
Joining Us at “Meet Me in the Street”!**

What

an incredible kickoff to our summer tradition here in American Canyon! Last night’s “Meet Me in the Street” was a great success, with neighbors, families, and friends filling American Canyon Road to enjoy live music, delicious food trucks, local vendors, and community connection.

Thank

you to everyone who came out to support this event — your energy and presence made it special.

If

you missed it, don’t worry — we have two more evenings of fun lined up this summer:

Tuesday, July 9

Tuesday, August 13

Let’s

keep the good times rolling. We hope to see you there!

#AmericanCanyon

#MeetMeInTheStreet #CommunityVibes







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Event Date: 11/06/2025

Event Type: Committee Report

Event Title: * AMCAM Quarterly Communications Meeting with Councilmember Oro

Event Report: **Working to Strengthen City Communication**

This week, I had the opportunity to join Councilmember David Oro and our City Manager & City Staff for our quarterly communications meeting. Together, we focused on strategies to better serve the American Canyon community through timely, transparent, and helpful information.

Our discussion also emphasized the importance of creating channels for solicited community feedback, so we can continue to grow and improve how we communicate with you.

We're committed to keeping you informed and engaged as we work toward a more connected and responsive city.

#AmericanCanyon
#CommunityEngagement #CityCommunication



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Event Date: 10/06/2025

Event Type: Committee Report

Event Title: * AMERICAN CANYON Fire Protection District Finance Committee Meeting

Event Report: **Fire District
Financial Planning Update**

This week, I attended the American Canyon Fire Protection District Finance Committee meeting alongside Vice Mayor Mark Joseph. We reviewed the current financial standing of our Fire District, and I'm pleased to report that we are tracking well.

However, as we look ahead, it's clear that additional resources will be necessary to sustain continuous improvement. This includes funding for wage increases to remain competitive and the potential addition of a Battalion Chief to support our growing community's needs.

We remain committed to ensuring our Fire District has the tools, personnel, and resources it needs to continue delivering high-quality service to American Canyon.



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Event Date: 05/06/2025

Event Type: Community Event

Event Title: * ACHS Class of 2025 Graduation

Event Report: **Celebrating the Class of 2025**

I had the honor of attending the American Canyon High School Class of 2025 graduation alongside **Councilmember Brando Cruz, Supervisor Belia Ramos, and Napa County Sheriff Oscar Ortiz.** It was a privilege to stand among fellow elected officials in celebration of our graduates' hard work, dedication, and accomplishments.

Before the ceremony began, I had the opportunity to share a brief message of pride and encouragement with the graduates, a reminder of their strength, potential, and the bright futures ahead.

Congratulations

to the Class of 2025, your city is proud of you!



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Event Date: 03/06/2025

Event Type: Community Event

Event Title: * Coca Cola Job Fair

Event Report: **Supporting
Coca-Cola Employees at the Job Fair**

This week, I had the opportunity to attend a job fair organized by Coca-Cola, designed specifically to support employees affected by the upcoming closure of the American Canyon facility.

Approximately 20 companies participated, offering valuable resources and job opportunities to help our local workforce transition into new roles.

I want to commend Coca-Cola's leadership for their thoughtful planning and genuine effort in facilitating this event. Their commitment to their employees during this challenging time was evident.

While visiting, I also toured the manufacturing plant. The morale among employees remained impressively positive, a testament to their professionalism and dedication. Still, it's clear many wished the facility could remain open here in American Canyon.

As
Mayor, I will continue to advocate for our workers and seek opportunities that
strengthen local employment and economic resilience.

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FUTURE AGENDA ITEMS OF NOTE

June 26, 2025 - Planning Commission Meeting.
6:30 p.m.
 Meeting Cancelled

July 15, 2025 - Regular City Council Meeting
6:30p Open Session

Proclamation: Parks & Recreation Month
 Presentation: Caltrans Update on Hwy 80 Project
 Presentation: Friends of the Napa River
 NACC DA Extension First Reading
 AC-1 DA Term Sheet
 Parking Restrictions on Broadway
 Business License Fee Program
 Q1 CIP Update

July 24, 2025 Planning Commission Meeting.
6:30 p.m.

Crawford Way Townhome Tentative Subdivision
 Map for Condos

August 5, 2025 Regular City Council Meeting
****NNO Consent Only**

August 6, 2025 OSATS Meeting. 6:30 p.m.

August 14, 2025 Parks and Community Services Meeting. 6:30 p.m.

August 19, 2025 Special Joint City Council/Planning Commission Meeting 6:30p Open Session
 Development Standards

August 28, 2025 Planning Commission Meeting 6:30 p

September 2, 2025 Regular City Council Meeting 6:30 p

Proclamation: Hispanic Heritage Month
 Proclamation: National Recovery Month
 Audubon Society Presentation
 Crawford Way Townhome Tentative Subdivision
 Map for Condos

September 3, 2025 OSATS Meeting. 6:30 p.m.

September 11, 2025 Parks and Community Services Meeting. 6:30 p.m.

September 16, 2025 Regular City Council Meeting 6:30p Open Session

Proclamation: National Suicide Prevention Month
 Proclamation: National Community Planning Month

Unscheduled Council Directed Items	Councilmember	Date of Council Vote	Notes
American Canyon History Report	Washington	7/18/2023	Scheduled for 06/17 (Facility Naming)
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
A.I. Policy	Oro	12/3/2024	Scheduled for 10/21/2025
Presentation by Audubon Society	Joseph	04/15/2025	Scheduled for 09/02/2025
Broadway Parking Options	Oro	05/06/2025	Scheduled for 07/15/2025
Business License Fee Program	Joseph	05/20/2025	Scheduled for 07/15/2025