REGULAR CITY COUNCIL MEETING AGENDA

City Hall - Council Chambers
4381 Broadway St., Suite 201, American Canyon
July 15, 2025
6:30 PM

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

CALL TO ORDER - CLOSED SESSION

ROLL CALL - CLOSED SESSION

PUBLIC COMMENTS - CLOSED SESSION ITEMS

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

MEETING RECESS - COUNCIL TO CONVENE IN CLOSED SESSION

5:00 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. **Liability Claim: Orchard Partners LLC & Napa Logistics Associates, LLC.**

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

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

4. **Proclamation: July 2025 as Parks and Recreation Month**

5. **Presentation - Friends of the Napa River**

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

6. **Minutes of Regular City Council Meeting held on June 17, 2025**
Recommendation: Approve the minutes of Regular City Council Meeting held on June 17, 2025.

7. **Minutes of Special Joint City Council/Open Space Active Transportation and Sustainability Committee Meeting held on June 17, 2025**
Recommendation: Approve the minutes of the special Joint City Council/Open Space Active Transportation and Sustainability Committee Meeting held on June 17, 2025

8. **Minutes of Special Joint City Council/Parks and Community Services Committee Meeting held on June 17, 2025**
Recommendation: Approve the minutes of the special Joint City Council/Parks and Community Services Committee Meeting held on June 17, 2025

9. **Facility Naming**
Recommendation: Adopt a resolution renaming Community Park I, Community Park II, and the "former" Napa Junction Elementary School.

10. **Paoli/Watson Lane Annexation Project**
Recommendation: Adopt a Resolution Authorizing the Submission of an Application to the Napa County Local Agency Formation Commission (LAFCO) to Initiate Reorganization Proceedings for the Paoli Watson Territory.

11. **PACE Supply Annual Purchase Order**

Recommendation: Adopt a Resolution authorizing the City Manager to approve a purchase order for Pace Supply not to exceed $200,000 annually.

12. Acceptance of Cannabis Tax Fund Grant Program (CTFGP)

Recommendation: Adopt a resolution authorizing the Police Chief to accept a grant award in the amount of $87,557.44 from the California Highway Patrol Cannabis Tax Grant Program for the purchase of a 2025 Ford Mustang enforcement vehicle. Including overtime wages for officers to perform DUI/Drug Enforcement operations targeting impaired driving within the City of American Canyon.

13. On-Call Tree Services Agreements

Recommendation: Approve a resolution authorizing the City Manager to enter into on-call agreements with three (3) tree servicing companies for tree cutting, trimming, removal and maintenance.

14. Rio Del Mar Extension to State Route 29

Recommendation: Adopt a Resolution awarding a design contract to Kimley-Horn for an amount not to exceed $367,080 in conjunction with the Rio Del Mar Extension Project (TR26-0200).

15. Wetlands Restoration Grant Acceptance

Recommendation: Adopt a Resolution accepting grant funds from the San Francisco Restoration Bay Authority for the American Canyon Wetlands Restoration and Public Access Project (PR26-0100)

PUBLIC HEARINGS

16. Napa Airport Corporate Center Development Agreement Extension

Recommendation: Waive first reading, read by title only, and introduce an Ordinance to approve a Development Agreement for a 5-Year extension to the Napa Airport Corporate Center Development Agreement from September 3, 2025, to September 3, 2030, located at the southeast corner of Devlin Road and South Kelly Road APN 057-090-086 (PL25-0008).

BUSINESS

17. Parking Restrictions on Broadway and in Municipal Lots

Recommendation: Adopt Resolutions restricting overnight parking 1) on Broadway (from 2801 Broadway to southerly City limits) and 2) in municipal lots.

18. Business License Fee Program

Recommendation: Receive Council direction on Business License Program

19. Legal Services Agreement

Recommendation: Adopt a Minute Order 1) approving a legal services agreement with Colantuono, Highsmith & Whatley, PC and 2) appointing Teresa Highsmith as City Attorney.

MANAGEMENT AND STAFF ORAL REPORTS

20. **Q1 FY25/26 Capital Project Schedule Update**
Recommendation: Receive this informational item and provide feedback.

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 Commitee Report - Mayor Pierre Washington**

22. **Council Commitee Report - Vice Mayor Mark Joseph**

FUTURE AGENDA ITEMS

23. **Future Agenda Items of Note**

ADJOURNMENT

CERTIFICATION

I, Nicolle Hall, Deputy 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.

_____
Nicolle Hall, Deputy 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.

TITLE

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. Liability Claim: Orchard Partners LLC & Napa Logistics Associates, LLC.

RECOMMENDATION

CONTACT

Jason Holley

ATTACHMENTS:

None

TITLE

Proclamation: July 2025 as Parks and Recreation Month

RECOMMENDATION

CONTACT

Alexandra Ikeda, Parks and Recreation

ATTACHMENTS:

Proclamation - Parks & Rec Month

CITY OF AMERICAN CANYON
PROCLAMATION

JULY 2025 AS PARKS AND RECREATION MONTH

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, and are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, the City of American Canyon's Parks and Recreation Department enriches the lives of our community members through active participation in life-long learning, health and wellness, community involvement, providing essential services, protector of natural resources and habitats, and recreational activities; and

WHEREAS, parks and recreation provide essential and life-saving skills through learn-to-swim programs, specialized life-saving certifications, and expert hands-on training for parks and recreation staff; and

WHEREAS, parks and recreation foster social cohesiveness in communities by celebrating diversity, providing spaces to come together peacefully, modeling compassion, promoting social equity, connecting social networks, and ensuring all people have access to its benefits; and

WHEREAS, parks and recreation strengthen a community's identity by providing facilities and services that reflect and celebrate our community's character, heritage, culture, history, aesthetics, and landscape; and

WHEREAS, parks and recreation sustain and steward our natural resources by protecting habitats and open space, connecting people to nature, and promoting the ecological function of parkland; and

WHEREAS, in collaboration with the California Parks and Recreation Society, a state-wide public awareness campaign, and the National Recreation and Park Association, a nationwide public awareness campaign, aims to inform citizens and recognize the importance of access to local parks, trails, open spaces, facilities, services and programs for the health, wellness, development, inspiration, and safety for all; and

NOW, THEREFORE, I, Pierre Washington, Mayor of the City of American Canyon on behalf of the City Council, do proclaim July 2025 as Parks and Recreation Month, urging all residents to use and enjoy American Canyon's parks, trails, open spaces, facilities, and many recreation opportunities through our programs and services.

Dated: July 15, 2025

_____
Pierre Washington, Mayor

CITY OF AMERICAN CANYON
REGULAR CITY COUNCIL MEETING

ACTION MINUTES
June 17, 2025

2:00 P.M. – CLOSED SESSION

CALL TO ORDER - CLOSED SESSION
The meeting was called to order at 2:06 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
Excused: None

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

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

The City Council meeting was called to order at 6:34 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
Excused: None

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

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

PROCLAMATIONS AND PRESENTATIONS

There were no proclamation or presentation items.

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

Mayor Washington opened public comments. Written comments: none. Oral comments: Yvonne Baginski was called to speak; Kara Vernor 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 CONSENT CALENDAR made by Councilmember David Oro, 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
Excused: None

5. Minutes of Regular City Council Meeting held on June 3, 2025
Action: Approved the minutes of Regular City Council Meeting held on June 3, 2025.

6. Report Upon Return from Closed Session for June 3, 2025
Action: Approved 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
Action: Approved the minutes of the Special City Council Closed Session Meeting held on June 6, 2025.

8. Telstar Instruments Agreement
Action: Adopted Resolution 2025-49 approving an agreement (Agreement 2025-93) 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
Action: Adopted Resolution 2025-50 authorizing the City Manager to execute Task Order #6 (Agreement 2025-94) with Coastland Civil Engineering, Inc. for Construction Inspection services in an amount not to exceed $500,000.

10. Chemical Purchases FY2025-26
Action: Adopted Resolution 2025-51 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
Action: Adopted Resolution 2025-52 authorizing Amendment No. 2 (Agreement 2025-95) 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
Action: Adopted Resolution 2025-53 awarding a contract (Agreement 2025-96) 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.
Action: Adopted Resolution 2025-54 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 1.5%.

14) Janitorial Services Agreement
Action: Adopted Resolution 2025-55 authorizing the City Manager to enter into an agreement (Agreement 2025-97) 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
Action: Adopted Resolution 2025-56 establishing the Appropriations Limit of $24,403,653 for Fiscal Year 2025-26.

16. Veolia Water Technologies and Solutions Contract Amendment
Action: Adopted Resolution 2025-57 authorizing Amendment No. 1 (Agreement 2025-98) 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
Action: Adopted Resolution 2025-58 approving the purchase of water meters from multiple vendors for an amount not to exceed $300,000.

18. Caltrans Maintenance Agreement
Action: Adopted Resolution 2025-59 authorizing the City Manager to execute a Maintenance Agreement (Agreement 2025-99) 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
Action: Adopted Resolution 2025-60 authorizing the City manager to award an agreement (Agreement 2025-A100) 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.

AGENDA CHANGES
There were no changes to the agenda.

PUBLIC HEARINGS

There were no public hearing items

BUSINESS

20. Fiscal Year 2025/2026 Salary Schedule

Council received a Fiscal Year 2025/2026 Salary Schedule staff report from City Manager Jason Holley. Mayor Washington opened public comments. Written comments: none. Oral comments: none. The public comment period was closed.

> **Action:** Motion to adopt Adopted Resolution 2025-61 approving the Fiscal Year 2025/2026 Salary Schedule 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
> **Excused:** None

MANAGEMENT AND STAFF ORAL REPORTS

There were no oral reports.

MAYOR/COUNCIL COMMENTS AND COMMITTEE REPORTS

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

21. Council Committee Report - Mayor Pierre Washington

FUTURE AGENDA ITEMS

22. Future Agenda Items of Note

ADJOURNMENT

The meeting was adjourned at 6:40 p.m.

CERTIFICATION

Respectfully Submitted,

Taresa Geilfuss, City Clerk

CITY OF AMERICAN CANYON

City Council Community Update

JUNE 17, 2025

- CITY COUNCIL MEETING
- SPECIAL JOINT CITY COUNCIL AND PARKS & COMMUNITY SERVICES COMMISSION MEETING
- SPECIAL JOINT CITY COUNCIL AND OPEN SPACE, ACTIVE TRANSPORTATION & SUSTAINABILITY COMMISSION MEETING

City Actions

- Adopted a resolution approving the FY 2025/26 salary schedule.
- Reviewed and discussed name recommendations for the "former" Napa Junction Elementary School, Community Park I and Community Park II.
- Adopted a Minute Order approving the Parks & Community Services Commission Work Plan for FY 2025/26.
- Adopted a Minute Order approving the Open Space, Active Transportation & Sustainability Commission Work Plan for FY 2025/26.

Next time...

Join our ***July 15*** meeting to learn more about:

- Parks and Rec Month!
- Business License Fee Program
- and more!

View presentations, agenda packets and meeting details:

AmericanCanyon.gov/Meetings

CITY OF AMERICAN CANYON
SPECIAL JOINT CITY COUNCIL/OPEN SPACE, ACTIVE TRANSPORTATION AND SUSTAINABILITY COMMISSION MEETING

ACTION MINUTES

June 17, 2025

6:30 P.M. OPEN SESSION - SPECIAL JOINT MEETING

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

PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was recited.

ROLL CALL
Present: Commissioner Sean Hughes, Vice Chair Tara McClinton-Horner, Chair Nance Matson, Councilmember Brando Cruz, Councilmember Melissa Lamattina, Councilmember David Oro, Vice Mayor Mark Joseph, Mayor Pierre Washington
Absent: Commissioner Debbie Chavarria, Commissioner Barry Christian
Excused: None

PUBLIC COMMENTS - ITEMS NOT ON THE AGENDA
Mayor Washington opened public comments. Written comments: none. Oral comments: Yvonne Baginski was called to speak. The public comment period was closed.

BUSINESS

1. 2025 Newell Open Space Management Plan
Council received a 2025 Newell Open Space Management Plan staff report from Parks & Recreation Director Alexandra Ikeda. Mayor Washington opened public comments. Written comments: none. Oral comments: Kara Vernor was called to speak. The public comment period was closed.

Council directed staff to remove the bike speed limit language and bring the item back on consent for approval.

2. Work Plan Fiscal Year 2025/26
Council received a Work Plan Fiscal Year 2025/26 staff report from Parks & Recreation Director Alexandra Ikeda. Mayor Washington opened public comments. Written comments: Chris Benz.

Oral comments: CJ Mintalar was called to speak; Katherine Bit was called to speak; Jim Wilson was called to speak. The public comment period was closed.

Action: Motion to adopt Minute Order 2025-15 approving the Open Space, Active Transportation, and Sustainability Commission Work Plan for Fiscal Year 2025/26 and to prioritize climate action items made by Councilmember David Oro, 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
Excused: None

ADJOURNMENT

The meeting was adjourned at 7:50 p.m.

CERTIFICATION

Respectfully Submitted,

Taresa Geilfuss, City Clerk

CITY OF AMERICAN CANYON

SPECIAL JOINT CITY COUNCIL/PARKS AND COMMUNITY SERVICES COMMISSION MEETING

ACTION MINUTES

June 17, 2025

7:30 P.M. OPEN SESSION

CALL TO ORDER

The City Council meeting was called to order at 8:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Commissioner Shirley Koot, Commissioner Scott Myer, Commissioner Iain Smith, Vice Chair Elston Mallory, Jr., Chair Gina Griggs

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

Absent: None
Excused: None

PUBLIC COMMENTS - ITEMS NOT ON THE AGENDA

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

BUSINESS

1. Facility Naming

Council received a Facility Naming staff report from Parks & Recreation Director Alexandra Ikeda. Mayor Washington opened public comments. Written comments: none. Oral comments: Nance Matson was called to speak; Fran Lemos was called to speak; Tara McClinton-Horner was called to speak. The public comment period was closed.

Action: Motion to add to the July 15, 2025 City Council agenda a consent item to consent the following names: Mikolajcik Center for the former Napa Junction Elementary School; Rio Grande Park for Community Park I; and Independence Park for Community Park II made by Councilmember David Oro, 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
Excused: None

2. Work Plan Fiscal Year 2025/26

Council received a Work Plan Fiscal Year 2025/26 staff report from Parks & Recreation Director Alexandra Ikeda. Mayor Washington opened public comments. Written comments: none. Oral comments: Beth Marcus was called to speak. The public comment period was closed.

Action: Motion to adopt Minute Order 2025-16 approving the Parks and Community Services Commission Work Plan for Fiscal Year 2025/26 adding municipal code updates as needed made by Councilmember David Oro, 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
Excused: None

ADJOURNMENT

The meeting was adjourned at 8:47 p.m.

CERTIFICATION

Respectfully Submitted,

_____
Taresa Geilfuss, City Clerk

CITY OF AMERICAN CANYON

SPECIAL JOINT CITY COUNCIL/PARKS AND COMMUNITY SERVICES COMMISSION MEETING

ACTION MINUTES

June 17, 2025

7:30 P.M. OPEN SESSION

CALL TO ORDER

The City Council meeting was called to order at 8:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Commissioner Shirley Koot, Commissioner Scott Myer, Commissioner Iain Smith, Vice Chair Elston Mallory, Jr., Chair Gina Griggs

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

Absent: None
Excused: None

PUBLIC COMMENTS - ITEMS NOT ON THE AGENDA

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

BUSINESS

1. Facility Naming

Council received a Facility Naming staff report from Parks & Recreation Director Alexandra Ikeda. Mayor Washington opened public comments. Written comments: none. Oral comments: Nance Matson was called to speak; Fran Lemos was called to speak; Tara McClinton-Horner was called to speak. The public comment period was closed.

Action: Motion to add to the July 15, 2025 City Council agenda a consent item to consent the following names: Mikolajcik Center for the former Napa Junction Elementary School; Rio Grande Park for Community Park I; and Independence Park for Community Park II made by Councilmember David Oro, 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
Excused: None

2. Work Plan Fiscal Year 2025/26

Council received a Work Plan Fiscal Year 2025/26 staff report from Parks & Recreation Director Alexandra Ikeda. Mayor Washington opened public comments. Written comments: none. Oral comments: Beth Marcus was called to speak. The public comment period was closed.

Action: Motion to adopt Minute Order 2025-16 approving the Parks and Community Services Commission Work Plan for Fiscal Year 2025/26 adding municipal code updates as needed made by Councilmember David Oro, 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
Excused: None

ADJOURNMENT

The meeting was adjourned at 8:47 p.m.

CERTIFICATION

Respectfully Submitted,

Taresa Geilfuss, City Clerk

TITLE
Facility Naming

RECOMMENDATION
Adopt a resolution renaming Community Park I, Community Park II, and the "former" Napa Junction Elementary School.

CONTACT
Alexandra Ikeda, Parks and Recreation Director

BACKGROUND & ANALYSIS
The Parks and Community Services Commission was tasked with renaming Community Park I, Community Park II, and the "former" Napa Junction Elementary School as part of their Fiscal Year 2024/25 Work Plan. The Commission opened a public naming process on July 18, 2024, and closed on August 30, 2024. The Commission received 62 applications, with 61 meeting the naming criteria. The Commission made a formal recommendation to the City Council on June 17, 2025.

Based on the Commission's recommendation and public input, the City Council directed staff to proceed with renaming:

- Community Park I to Rio Grande Park,
- Community Park II to Independence Park, and
- the "former" Napa Junction Elementary School to the Mikolajcik Center.

Staff will coordinate the implementation of the approved changes by updating park signage, maps, and related park identifiers. The new names will also be communicated and celebrated with the public through a press release, social media, and city newsletters.

COUNCIL PRIORITY PROGRAMS AND PROJECTS
Community and Sense of Place: "Build on the strength of our local community to develop a clear 'sense of place' and establish our unique identity."

FISCAL IMPACT

Funding for signage updates associated with the renaming of these facilities is included in the Fiscal Year 2025/26 Capital Improvement Program under CF26-0200. No additional funding is required.

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

Resolution

RESOLUTION NO. _____ - 2025

A RESOLUTION RENAMING COMMUNITY PARK I, COMMUNITY PARK II, AND THE "FORMER" NAPA JUNCTION ELEMENTARY SCHOOL.

WHEREAS, American Canyon recognizes the importance of park and facility names in reflecting the community's heritage, values, traditions, and identity; and

WHEREAS, Community Park I has long served residents and visitors, and renaming it Rio Grande Park will better reflect its geographical location; and

WHEREAS, Community Park II has long served as a central gathering place for civic events and celebration, including the City's annual Fourth of July Festival, and renaming it Independence Park will honor our community's deep military roots and longstanding traditions; and

WHEREAS, the "former" Napa Junction Elementary School, now serving as a community center, will be renamed the Mikolajcik Center in tribute to John and Dollie Mikolajcik, whose leadership, vision, and dedication were instrumental in shaping the American Canyon community; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby adopts as follows:

1. Community Park I shall be renamed to Rio Grande Park.
2. Community Park II shall be renamed to Independence Park.
3. The "former" Napa Junction Elementary School shall be renamed to the Mikolajcik Center.

BE IT FURTHER RESOLVED that appropriate signage, maps, and public communications shall be updated to reflect these name changes.

PASSED, APPROVED, and **ADOPTED** at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 15th day of July 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Pierre Washington, Mayor

ATTEST:

_____
Taresa Geilfuss, City Clerk

_____
William D. Ross, City Attorney

TITLE

Paoli/Watson Lane Annexation Project

RECOMMENDATION

Adopt a Resolution Authorizing the Submission of an Application to the Napa County Local Agency Formation Commission (LAFCO) to Initiate Reorganization Proceedings for the Paoli Watson Territory.

CONTACT

Brent Cooper, AICP, Community Development Director

BACKGROUND & ANALYSIS

The City of American Canyon is proposing to annex the Paoli Loop/Watson Lane area, which encompasses approximately 83 acres located at the city's northeastern boundary. This annexation has been long anticipated, as the area lies within the City's Sphere of Influence (SOI) and Urban Limit Line. The SOI, as defined by State law, identifies land that is expected to be incorporated into the City in the foreseeable future. The Urban Limit Line, established by voter approval, sets a boundary for urban growth in American Canyon through the Year 2030. A location map is included as Attachment 2.

The annexation area consists of three distinct areas:

1. A proposed Industrial Park to will help fund the construction of the Newell Drive "Eastside Connector," a new roadway running parallel to Highway 29. This long-anticipated project is expected to ease traffic congestion on Highway 29 and enhance emergency response access. Additionally, new development and business activity in the area will generate economic benefits for both the City of American Canyon and the broader Napa County region. A map showing the potential alignment of the Newell Drive extension is included as Attachment 3.

2. An established rural residential neighborhood centered on and near Watson Lane.

3. Railroad right-of-way located between the southern edge of the property and the city limits.

In 2023, the City certified an Environmental Impact Report (Resolution 2023-85), General Plan

Amendment (Resolution 2023-86) and Prezoning first reading for Affected Territory. In 2024, the Napa County Airport Land Use Commission deemed the land use changes consistent with Napa County Airport Land Use Compatibility Plan.

In accordance with State law, both LAFCO and Napa County have been notified of the City's intent to adopt a resolution initiating annexation proceedings for the Paoli/Watson Lane area. A copy of the Notice of Intention is included as Attachment 4.

Once the Resolution is approved, staff will prepare the LAFCO application. A copy of the LAFCO application materials is included as Attachment 5.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

Costs for the preparation of the Land Use Documents and Annexation Application are included within the FY 2025/26 Budget.

ENVIRONMENTAL REVIEW

The City of American Canyon prepared an Environmental Impact Report (EIR – State Clearinghouse No. 2022090097) for the Paoli/Watson Lane Annexation Project in accordance with the California Environmental Quality Act.

ATTACHMENTS:

1. Resolution of application
2. Location Map
3. Conceptual Newell Drive Alignment
4. Notice of Intention
5. LAFCO Application Packet

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE NAPA COUNTY LOCAL AGENCY FORMATION COMMISSION (LAFCO) TO INITIATE REORGANIZATION PROCEEDINGS FOR THE PAOLI WATSON TERRITORY

WHEREAS, the Paoli, Watson, Gonsalves, and Union Pacific Property ("Paoli Watson territory") is located in the City of American Sphere of Influence; and

WHEREAS, on September 5, 2017, the City Council gave staff direction to prepare a Napa County Local Agency Formation Commission (LAFCO) annexation application for nearly 87 acres off Paoli Loop Road within the City's "Sphere of Influence"; and

WHEREAS, The Paoli Loop/Watson Lane area (hereafter the "Affected Territory") is comprised of approximately 86.9 acres currently in the unincorporated County of Napa ("County"), located East of SR-29 and Paoli Loop Road, and is comprised of the following APNs and parcels:

a. 059-020-036
b. 057-120-014
c. 057-120-015
d. 057-120-017
e. 057-120-028
f. 057-120-034
g. 057-120-036
h. 057-120-041
i. 057-120-045
j. 057-120-047
k. 057-120-048
l. 057-120-049
m. 057-120-050
n. 057-120-051
o. 057-180-001
p. 057-180-002
q. 057-180-003
r. 057-180-004
s. 057-180-005
t. 057-180-014
u. 057-180-015
v. A portion of the Union Pacific Railroad right-of-way running approximately North East by South West at the eastern boundary of the Affected Territory; and

WHEREAS, the Affected Territory is already located in the City's Fire Protection District, Sewer and Water Service Area and the proposed annexation is consistent with the voter-initiated "Urban Limit Line" and 2008 Urban Limit Line Memorandum of Understanding with Napa County. Furthermore, in December 2018, the Napa County LAFCO approved a Municipal Services Review that affirmed the City's SOI boundary; and

WHEREAS, on March 19, 2019, the City approved a Preannexation Agreement to serve as the basis for formulating land use planning designations and necessary entitlement, transaction, and environmental documents ("Project Documents") for the Paoli Property and the other properties included in the annexation application (Resolution No. 2019-22 and Agreement No. 2019-28); and

WHEREAS, on June 18, 2019, the City approved an amendment to the Preannexation Agreement to address a previously-undisclosed property ownership transfer to the Cecil Augusto Paoli Revocable Family Trust (the "Trust") that had occurred on November 14, 2017 (Resolution 2019-44 and Agreement 2019-A105); and

WHEREAS, on November 7, 2023, the City Council certified an Environmental Impact Report (Resolution 2023-85), General Plan Amendment (Resolution 2023-86) and Prezoning first reading for Affected Territory; and

WHEREAS, on February 2, 2024, Napa County Airport Land Use Commission deemed the Paoli/Watson AX GPA/Pre-Zoning consistent with Napa County Airport Land Use Compatibility Plan Policy 1.4.4 (ALUC File #P23-00331); and

WHEREAS, on February 20, 2024, the City Council approved the Prezoning final reading for Affected Territory (Ordinance 2024-01); and

WHEREAS, on June 20, 2025, city staff submitted a Notice of Intention to Adopt a Resolution for the Paoli/Watson Lane area annexation to the Napa County Local Agency Formation Commission; and

WHEREAS, on June 23, 2025, Napa County Local Agency Formation Commission staff submitted the Notice of Intention to Adopt a Resolution for the Paoli Watson Lane area annexation to Napa County; and

WHEREAS, the City of American Canyon desires to initiate proceedings pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, commencing with section 56000 of the California Government Code, for a reorganization which would annex the Paoli Watson territory to the City of American Canyon; and

WHEREAS, the following agencies would be affected by the proposed jurisdictional changes:

Agency	Nature of Change
City of American Canyon	Annex territory into the City of American Canyon
Napa County	Detach territory from unincorporated Napa County

WHEREAS, a map of the boundaries of the territory proposed to be annexed into the City of American Canyon is attached as Exhibit A and incorporated by this reference herein; and

WHEREAS, the principal reasons for the proposed reorganization are as follows:

a) The Affected Territory is a logical extension to the City of American Canyon. The territory is located in the City's Sphere of Influence, which serves as a benchmark for future annexation decisions.

b) The Affected Territory is already located in the City's Fire Protection District, Sewer and Water Service Area.

c) Reorganization of the territory is consistent with a voter-approved Urban Limit Line consistent with a 2008 Urban Limit Line and Water Service Agreement between the City and the County. This agreement identifies properties that the City and County agree may be annexed into the City before the year 2030. The City and County will further meet to discuss a property tax sharing agreement before the LAFCO Board takes action on this application.

d) The Affected Territory was recently updated with a certified Environmental Impact Report, General Plan Amendment, and Prezoning Regulations specifically designed to ensure a high-quality industrial district on approximately 35-acres and maintain the rural residential character that residents on and near Watson Lane have enjoyed for generations.

e) As described in the certified Environmental Impact Report (SCH#2022090097), the Reorganized territory Impact AG-1: The project would not convert Farmland, as shown on maps prepared pursuant to the California Department of Conservation Farmland Mapping and Monitoring Program, to non-agricultural use. No impact would occur (See Impact AG-1). Furthermore, there are no Williamson Act contracts currently in place on any portion of the project site.

f) Approval of the Reorganization would facilitate the Newell Drive "Eastside Connector" roadway parallel to Highway 29 by entitling a 35-acre industrial park which will provide economic and traffic congestion relief benefits to the Napa County Region; and

WHEREAS, to the best of our knowledge, the City of American Canyon reorganization application complies with the applicable Napa County LAFCO policies; and

NOW, THEREFORE, the City Council of the City of American Canyon does hereby adopt and approve this Resolution of Application, and the Napa Local Agency Formation Commission is hereby requested to take proceedings for the annexation of territory as authorized and in the manner provided by the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000.

PASSED, APPROVED and **ADOPTED** at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 15th day of July 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Pierre Washington, Mayor

ATTEST:

_____
Taresa Geilfuss, CMC, City Clerk

APPROVED AS TO FORM:

_____
William D. Ross, City Attorney

EXHIBIT A – Territorial Boundary Map

ATTACHMENT 2

LOCATION MAP



Imagery provided by Microsoft Bing and its licensors © 2022.

ATTACHMENT 2

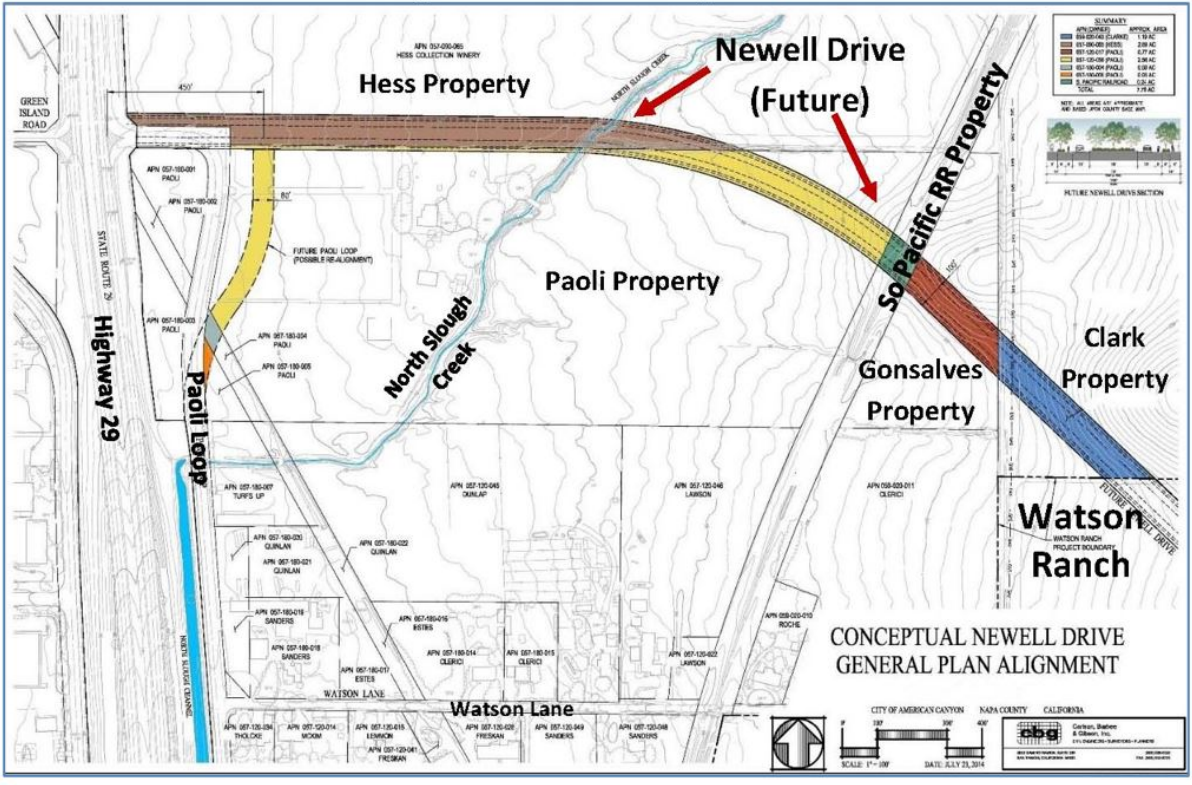
LOCATION MAP



Imagery provided by Microsoft Bing and its licensors © 2022.

ATTACHMENT 3

Conceptual Newell Drive Alignment



ATTACHMENT 4

FORM C

For Staff Use

Date Filed: _____

Proposal Name: _____

NOTICE OF INTENTION TO ADOPT RESOLUTION OF APPLICATION

For Filing with the Local Agency Formation Commission of Napa County

A proposal for a change of organization made by a local agency shall be initiated by an adopted resolution of application in accordance with Government Code Section 56654. Mailed notice of a local agency's intention to adopt a resolution of application must be provided no less than 21 days in advance to the Commission and all affected agencies. The notice shall describe the proposal and the affected territory. Applicants are encouraged to use this form.

Nature of Proposal and All Associated Changes of Organization:

Annex approximately 86.9 acres currently in the unincorporated County of Napa ("County"), into the City of American Canyon. The property is already located in the ACFPD, and AC's Extra-Territorial Water and Sewer Service Districts.

Description of Boundaries of Affected Territory Accompanied by Map:

The Paoli/Watson Lane property is located northeast of American Canyon in the City's Sphere of Influence and Urban Limit Line (County RUL).

Reason for Proposal and Any Proposed Conditions:

Facilitate the Newell Drive "Eastside Connector" roadway parallel to Highway 29 by annexing and entitling a 35-acre industrial park which will provide economic and traffic congestion relief benefits to the Napa County Region.

Figure 2-2 Project Site Location



Imagery provided by Microsoft Bing and its licensors © 2022.
Additional data provided by County of Napa, 2022.

Local Agency Formation Commission
Subdivision of the State of California

1754 Second Street, Suite C
Napa, California 94559
Telephone: (707) 259-8645
https://napa.lafco.ca.gov

APPLICATION PACKET

Local Agency Formation Commissions (LAFCOs) are responsible under State law for approving, modifying, or disapproving changes of organization consistent with their adopted written policies, procedures, and guidelines. LAFCOs are also authorized to establish conditions in approving changes of organization as long as they do not directly regulate land uses. Underlying LAFCO's decision-making is to consider the logical and timely development of the affected agencies in context with local circumstances and needs. Changes of organization include all of the following:

- City/District Annexations
- City/District Detachments
- City Incorporations
- District Formations
- City/District Dissolutions
- City/District Mergers
- Service Activations (District Only)
- Service Divestitures (District Only)

This application provides the list of forms needed to file a change of organization proposal with LAFCO of Napa County ("Commission"). Attached are forms A-F. The additional forms (G and H) are located on our website (click here). The attached forms can be completed electronically, just be sure to save the form to your computer. Once completed (click here) to submit. Please contact our office with any questions.

Applicant Checklist

- ☐ A. Notice of Intention to Circulate Petition (Landowner and Resident Proposals Only)
- ☐ B. Petition for Proposal (Landowner and Resident Proposals Only)
- ☐ C. Notice of Intention to Adopt Resolution of Application (Agency Proposals Only)
- ☐ D. Proposal Application (All Proposals)
- ☐ E. Political Contribution and Expenditure Disclosures (All Proposals)
- ☐ F. Indemnification Agreement (All Proposals)
- ☐ G. Map and Boundary Description Requirements (All Proposals)
- ☐ H. Proposal Fees (All Proposals)

FORM A

For Staff Use

Date Filed: _____

Proposal Name: _____

NOTICE OF INTENT TO CIRCULATE PETITION

For Filing with the Local Agency Formation Commission of Napa County

Applicants shall complete and submit a notice of intention with the Executive Officer before filing a petition proposing a change of organization. The notice shall include the name and mailing address of the applicant along with a written statement no more than 500 words in length setting forth the reasons for the proposal. The petition may be circulated for signatures after the notice has been filed. The Executive Officer shall notify the affected local agencies upon receiving the notice. Applicants are encouraged to use this form.

Applicant Information:

Applicant Name: _____

Mailing Address: _____

Telephone: _____ E-Mail: _____

Petition Proposes:

_____

_____

_____

Reasons for Proposal:

_____

_____

_____

Signature: _____ **Date:** _____

FORM B

For Staff Use

Date Filed: _____

Proposal Name: _____

PETITION FOR PROPOSAL

For Filing with the Local Agency Formation Commission of Napa County

A proposal for a change of organization made by a landowner or registered voter shall be initiated by petition. The petition shall state the nature of the proposal and all associated proposed changes of organization. It shall also state the reason for the proposal and enumerate and include supporting information as required under Government Code Section 56700. The petition must be submitted to the Executive Officer for filing within 60 days after the last signature is affixed. Applicants are encouraged to use this form.

Nature of Proposal and All Associated Changes of Organization:

_____

_____

_____

Description of Boundaries of Affected Territory Accompanied by Map:

_____

_____

_____

Reason for Proposal and Any Proposed Conditions:

_____

_____

_____

Type of Petition: ☐ Landowner ☐ Registered Voter

Sphere of Influence Consistency: ☐ Yes ☐ No

If Landowner Petition, Complete the Following:

1) Name: _____

   Mailing Address: _____

   Assessor Parcel: _____

   Signature: _____ Date: _____

2) Name: _____

   Mailing Address: _____

   Assessor Parcel: _____

   Signature: _____ Date: _____

3) Name: _____

   Mailing Address: _____

   Assessor Parcel: _____

   Signature: _____ Date: _____

If Registered Voter Petition, Complete the Following:

1) Name: _____

   Mailing Address: _____

   Resident Address: _____

   Signature: _____ Date: _____

2) Name: _____

   Mailing Address: _____

   Resident Address: _____

   Signature: _____ Date: _____

3) Name: _____

   Mailing Address: _____

   Resident Address: _____

   Signature: _____ Date: _____

Use additional sheets as necessary

FORM C

For Staff Use

Date Filed: _____

Proposal Name: _____

NOTICE OF INTENTION TO ADOPT RESOLUTION OF APPLICATION

For Filing with the Local Agency Formation Commission of Napa County

A proposal for a change of organization made by a local agency shall be initiated by an adopted resolution of application in accordance with Government Code Section 56654. Mailed notice of a local agency's intention to adopt a resolution of application must be provided no less than 21 days in advance to the Commission and all affected agencies. The notice shall describe the proposal and the affected territory. Applicants are encouraged to use this form.

Nature of Proposal and All Associated Changes of Organization:

Description of Boundaries of Affected Territory Accompanied by Map:

Reason for Proposal and Any Proposed Conditions:

For Staff Use

Date Filed: _____

Proposal Name: _____

FORM D

PROPOSAL APPLICATION
Change of Organization/Reorganization

I. APPLICANT INFORMATION

A. Name: _____
Contact Person — Agency/Business (If Applicable)

Address: _____
Street Number — Street Name — City — Zip Code

Contact: _____
Phone Number — Facsimile Number — E-Mail Address

B. Applicant Type: (Check One)
☐ Local Agency ☐ Registered Voter ☐ Landowner

II. PROPOSAL DESCRIPTION

A. Affected Agencies: _____

Name	Address

Use Additional Sheets as Needed

B. Proposal Type: (Check as Needed)

☐ Annexation ☐ Detachment ☐ City Incorporation ☐ District Formation

☐ City/District Dissolution ☐ City/District Merger ☐ Service Activation (District Only) ☐ Service Divestiture (District Only)

C. Purpose Statement: (Specific) _____

III. GENERAL INFORMATION

A. Location:

Street Address	Assessor Parcel Number	Acres
Street Address	Assessor Parcel Number	Acres
Street Address	Assessor Parcel Number	Acres
Street Address	Assessor Parcel Number	Acres

Total Location Size
(Including Right-of-Ways) _____

B. Landowners:

(1) Assessor Parcel Number : _____ Name: _____

Mailing Address: _____

Phone Number: _____ E-mail: _____

(2) Assessor Parcel Number : _____ Name: _____

Mailing Address: _____

Phone Number: _____ E-mail: _____

(3) Assessor Parcel Number : _____ Name: _____

Mailing Address: _____

Phone Number: _____ E-mail: _____

(4) Assessor Parcel Number : _____ Name: _____

Mailing Address: _____

Phone Number: _____ E-mail: _____

Use Additional Sheets As Needed

C. Population:

(1) Total Number of Residents: _____

(2) Total Number of Registered Voters: _____

D. Land Use Factors:

(1a) County General Plan Designation: _____

(1b) County Zoning Standard: _____

(2a) Applicable City General Plan Designation: _____

(2b) Applicable City Pre-zoning Standard: _____
(Required for City Annexations)

E. Existing Land Uses:
(Specific) _____

_____

_____

_____

F. Development Plans:

(1a) Territory Subject to a Development Project? ☐ Yes ☐ No

(1b) If Yes, Describe Project: _____

_____

(1c) If No, When Is Development Anticipated? _____

_____

G. Physical Characteristics:

(1) Describe Topography: _____

_____

(2) Describe Any Natural Boundaries: _____

_____

(3) Describe Soil Composition and Any Drainage Basins: _____

_____

(4) Describe Vegetation: _____

_____

H. Williamson Act Contracts
(Check One) ☐ Yes ☐ No

IV. GOVERNMENTAL SERVICES AND CONTROLS

A. Plan For Providing Services:

(1) Enumerate and Describe Services to Be Provided to the Affected Territory:

(2) Level and Range of Services to Be Provided to the Affected Territory:

(3) Indication of When Services Can Feasibly Be Extended to the Affected Territory:

(4) Indication of Any Infrastructure Improvements Necessary to Extend Services to the Affected Territory:

(5) Information On How Services to the Affected Territory Will Be Financed:

Use Additional Sheets As Needed

V. ENVIRONMENTAL INFORMATION

A. Environmental Analysis (City annexations require pre-zoning.)

(1) Lead Agency for Proposal: _____
Name

(2) Type of Environmental Document Previously Prepared for Proposal:

☐ Environmental Impact Report

☐ Negative Declaration/Mitigated Negative Declaration

☐ Categorical/Statutory Exemption: _____
Type

☐ None

Provide Copies of Associated Environmental Documents

VI. ADDITIONAL INFORMATION

A. Approval Terms and Conditions Requested For Commission Consideration:

_____

_____

_____

Use Additional Sheets As Needed

B. Identify Up to Three Agencies or Persons to Receive Proposal Correspondence:
(Does not include affected landowners or residents)

(1) Recipient Name: _____

Mailing Address: _____

E-Mail: _____

(2) Recipient Name: _____

Mailing Address: _____

E-Mail: _____

(3) Recipient Name: _____

Mailing Address: _____

E-Mail: _____

VII. CERTIFICATION

I certify the information contained in this application is correct. I acknowledge and agree the Local Agency Formation Commission of Napa County is relying on the accuracy of the information provided in my representations in order to process this application proposal.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

FORM E

POLITI CAL CONTRI BUTI ON AND EXPENDI TURE DI SCLOSURES

For Filing with the Local Agency Formation Commission of Napa County

Contributions and expenditures for political purposes related to a change of organization proposal shall be disclosed and reported pursuant to Article 2.5 of Chapter 4 of the Political Reform Act.

Please see Forms E-1 and E-2.

FORM E-1

For Staff Use

Date Filed: _____

Proposal Name: _____

CAMPAIGN CONTRIBUTION TO COMMISSIONERS - DISCLOSURE REQUIREMENTS

LAFCOs are subject to the campaign disclosure provisions detailed in Government Code Section 84308 and the Regulations of the Fair Political Practices Commission (FPPC), 2 Cal. Adm. Code Sections 18438. 1 – 18438. 6**.**

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form E-1 must be completed and returned to LAFCO of Napa County with your application.

1. No LAFCO commissioner shall accept, solicit, or direct a contribution of more than $250 from any party[1] or agent[2] while a change of organization proceeding is pending, and for three months subsequent to the date a final decision is rendered by LAFCO. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.

2. A party to a LAFCO proceeding shall disclose on the record of the proceeding any contribution of more than $250 made to any commissioner by the party, or agent, during the preceding 12 months. No party to a LAFCO proceeding, or agent, shall make a contribution to a commissioner during the proceeding, and for three months following the date a final decision
is rendered by LAFCO.

3. Prior to rendering a decision on a LAFCO proceeding, any commissioner who received a contribution of more than $250 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any commissioner receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of knowing about the contribution and the relevant proceeding, that commissioner shall be permitted to participate in the proceeding.

To determine whether a campaign contribution of more than $250 has been made by you or your agent to a commissioner within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

Names of current LAFCO commissioners are available http://www.napa.lafco.ca.gov/c_commissioners.aspx. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the LAFCO Executive Officer at http://www.napa.lafco.ca.gov/c_staff.aspx.

[1] "Party" is defined as any person who files an application for, or is the subject of, a proceeding.

[2] "Agent" is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

ATTACHMENT: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Proposed change(s) of organization: ____

_____

_____

(b) Name and address of any party, or agent, who has contributed more than $250 to any commissioner within the preceding 12 months:

1. _____

_____

_____

2. _____

_____

_____

(c) Date and amount of contribution:

Date_____Amount $ _____

Date_____Amount $ _____

(d) Name of commissioner to whom contribution was made:

1. _____

2. _____

(e) I certify that the above information is provided to the best of my knowledge.

Printed Name _____

Signature _____

Date_____Phone _____

FORM E-2
Disclosure of Political Expenditures

For Staff Use

Date Filed: _____

Proposal Name: _____

DISCLOSURE OF POLITICAL EXPENDITURES FOR/AGAINST A LAFCO PROPOSAL

Expenditures for political purposes, which are related to a change of organization or reorganization proposal that will be or has been submitted to LAFCO of Napa County, are subject to the reporting and disclosure requirements of the Political Reform Act of 1974 and the Cortese-Knox-Hertzberg Act of 2000.

Please carefully read the following information to determine if reporting and disclosure provisions apply to you.

1. Any person or combination of persons who for political purposes, directly or indirectly contributes $1, 000 or more, or expends $1, 000 or more, in support of or in opposition to a proposal for a change of organization or reorganization that will be submitted to the Commission, must disclose and report as required for local initiative measures under the Political Reform Act of 1974 (commencing with Government Code Section 84250) and Government Code Section 56700. 1 (of the Cortese-Knox-Hertzberg Act of 2000).

2. Pursuant to Government Code Section 57009, any person or combination of persons who directly or indirectly contributes $1, 000 or more, or expends $1, 000 or more, in support of or in opposition to the conducting authority proceedings for a change of organization or reorganization, must comply with the disclosure requirements as required for local initiative measures under the Political Reform Act of 1974 (commencing with Government Code Section 84250).

3. Applicable reports must be filed with the Secretary of State and the appropriate city or county clerk. Copies of reports must also be filed with the LAFCO Executive Officer.

ATTACHMENT: CHECKLIST FOR DISCLOSURE OF POLITICAL EXPENDITURES

The following checklist is provided to assist you in determining if the requirements of the Political Reform Act of 1974 (Government Code Sections 81000 et seq.) apply to you. For further assistance contact the Fair Political Practices Commission at 428 J Street, Suite 450, Sacramento, CA 95814, (866) 275-3772, or at http://www.fppc.ca.gov.

1. Have you directly or indirectly made a contribution or expenditure of $1,000 or more related to the support or opposition of a proposal that has been or will be submitted to LAFCO?

□ Yes
■ No

Date of contribution_____Amount $ _____

Name/Ref. No. of LAFCO proposal _____

Date proposal submitted to LAFCO _____

2. Have you, in combination with other person(s), directly or indirectly contributed or expended $1,000 or more related to the support or opposition of a proposal that has been or will be submitted to LAFCO?

□ Yes

■ No

Date of contribution_____Amount $ _____

Name/Ref. No. of LAFCO proposal _____

Date proposal submitted to LAFCO _____

3. If you have filed a report in accordance with FPPC requirements, has a copy of the report been filed with LAFCO?

□ Yes

■ No

FORM F

INDEMNIFICATION AGREEMENT

Regarding a Filing with the Local Agency Formation Commission of Napa County

The Commission requires the applicant and any real party in interest to provide written indemnification to the Commission as a condition of approval for a change of organization. A real party in interest includes the landowner and/or registered voter of the affected territory subject to the change of organization application. Attached is a copy of a standard indemnification agreement approved by Commission Counsel.

Indemnification Agreement

Name of Proposal (assigned by staff):_____

Should the Local Agency Formation Commission of Napa County ("Napa LAFCO") be named as a party in any litigation (including a "validation" action under California Civil Code of Procedure 860 et seq.) or administrative proceeding in connection with a proposal, the applicant _____ and/or _____ (real party in interest: the landowner) agree to indemnify, hold harmless, and promptly reimburse Napa LAFCO for:

1. Any damages, penalties, fines or other costs imposed upon or incurred by Napa LAFCO, its agents, officers, attorneys, and employees from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. The Napa LAFCO Executive Officer may require a deposit of funds to cover estimated expenses of the litigation. Applicant and/or real party in interest agree that Napa LAFCO shall have the right to appoint its own counsel to defend it and conduct its own defense in the manner it deems in its best interest, and that such actions shall not relieve or limit Applicant's and/or real party in interest's obligations to indemnify and reimburse defense cost; and

2. All reasonable expenses and attorney's fees in connection with the defense of Napa LAFCO.

This indemnification obligation shall include, but is not limited to, expert witness fees or attorney fees that may be asserted by any person or entity, including the applicant, arising out of, or in connection with, the approval of this application. This indemnification is intended to be as broad as permitted by law.

_____	_____
Agency Representative Signature	Principal Landowner Signature
_____	_____
Print Name	Print Name
_____	_____
Date	Date

TITLE

PACE Supply Annual Purchase Order

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to approve a purchase order for Pace Supply not to exceed $200,000 annually.

CONTACT

Erica Ahmann Smithies, P.E., Public Works Director
Norman Woods, Assistant Public Works Director - Utilities and Environmental Services
Jemelyn Cruz, Finance Director

BACKGROUND & ANALYSIS

PACE Supply has served as a key vendor for the City's Public Works Department, providing essential equipment and materials used in emergency repairs and maintenance of the City's water treatment plant and water distribution infrastructure. This includes critical items such as replacement valves, clamps, couplings, pipes, leak detection devices, and personal protective equipment (PPE), which are necessary for responding to water main breaks, leaks, and related emergencies.

Historically, the City has established an annual purchase order with PACE Supply in the amount of $100,000. However, in recent years, rising material costs driven by inflation, increased demand for construction materials, and the impacts of tariffs have significantly affected the cost of essential water system components. For example, the cost of hydrant repair has doubled from $5,000 to $10,000 per unit. These increases, combined with a higher volume of emergency repair activity due to ongoing infrastructure projects and aging assets, have resulted in increased costs.

To continue to meet the City's urgent water system maintenance needs without disruption and avoid delays in emergency response, it is necessary to increase the annual purchase order limit for PACE Supply. Staff recommends increasing the not-to-exceed amount from $100,000 to $200,000 annually and asks that Council allow the City Manager authority to approve this PO. Staff will review usage and budget appropriately each Fiscal Year in Water Enterprise, General Repairs and Maintenance. This increase represents a proactive investment in the City's ability to maintain continuity of service, reduce downtime during emergency events, and ensure public health and safety by minimizing the impact of water service disruptions.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

The Water Enterprise budget for FY25/26 has sufficient funds for the requested action. Future funding for this purchase order will be evaluated annually during the budget development process, based on actual expenditures and operational needs, with invoice reviews guiding adjustments in future fiscal years.

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

1. Resolution - PACE Supply

RESOLUTION NO. 2025-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE A PURCHASE ORDER FOR PACE SUPPLY NOT TO EXCEED $200,000 ANNUALLY

WHEREAS, the City of American Canyon's Public Works Department is responsible for maintaining the City's water treatment and distribution systems as well as responding to emergency water main breaks and leaks in a timely and effective manner; and

WHEREAS, PACE Supply has historically served as a key vendor providing critical parts, equipment, and materials such as replacement valves, clamps, couplings, pipes, leak detection devices, and personal protective equipment (PPE) needed for emergency water main repairs and ongoing system maintenance; and

WHEREAS, due to inflation, tariffs, and increased demand in the construction industry, the cost of essential water system components has risen significantly, resulting in increased expenditures for materials, including a doubling in hydrant repair costs from $5,000 to $10,000 per unit; and

WHEREAS, sufficient funding is included in FY25/26 Water Enterprise Fund, General Repair and Maintenance; and

WHEREAS, staff will evaluate annually during the budget development process and will budget as needed annually in the Water Enterprise Fund, General Repair and Maintenance to ensure staff is able to support timely and effective emergency responses, and protect public health and safety; and

NOW, THEREFORE, BE IT RESOLVED the City Council authorizes the City Manager to approve a Purchase order for Pace Supply not to exceed $200,000 annually.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of American Canyon at a regular meeting held on this 15th day of July, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Pierre Washington, Mayor

ATTEST:

_____
Taresa Geilfuss, CMC, City Clerk

APPROVE AS TO FORM:

_____
William D. Ross, City Attorney

TITLE

Acceptance of Cannabis Tax Fund Grant Program (CTFGP)

RECOMMENDATION

Adopt a resolution authorizing the Police Chief to accept a grant award in the amount of $87,557.44 from the California Highway Patrol Cannabis Tax Grant Program for the purchase of a 2025 Ford Mustang enforcement vehicle. Including overtime wages for officers to perform DUI/Drug Enforcement operations targeting impaired driving within the City of American Canyon.

CONTACT

Rick Greenberg, Chief of Police

BACKGROUND & ANALYSIS

The California Highway Patrol (CHP) works closely with state and local agencies and other traffic safety stakeholders to actively address impaired driving. The CHP will consider a variety of factors in determining specific needs for each grant cycle, including opportunities and projects best suited to prevent the loss of life, injuries, and property damage caused by driving under the influence of alcohol and/or drugs.

The purpose of the Cannabis Tax Fund Program (CTFGP) is to provide alternative funding sources to augment, but not supplant, current activities and programs. The CHP will allocate funds for the project categories in accordance with the California Code of Regulations (CCR) Sections 1890.05 through 1890.07, as determined by the CHP.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

The American Canyon Police Department has been allocated $87,557.44 to purchase and administer the Impaired Enforcement Program within their operational area. The Police Department commits to covering the project expenses associated with the grant, which will be initially funded by the General Fund. In accordance with the terms of the grant agreement, the Police Department will request grant reimbursements and wait 90 days to be reimbursed. The total reimbursement amount

is expected to be $87,557.44. Once the grant reimbursements are received, the funds will be returned to the General Fund.

These funds will be used to purchase a 2025 Ford Mustang, proposed overtime for personnel to perform DUI/Drug Enforcement operations targeting impaired driving within the City of American Canyon. These include DUI saturation patrol operations to deter DUI/Drug driving behaviors.

Schedule B
Detailed Budget Estimate

Award Number	**Organization/Agency**	**Total Amount**
23366	American Canyon Police Department	$87,577.44
Cost Category	**Line-Item Name**	**Total Cost to Grant**
Other Direct Costs	DUI Patrol Vehicle - Outfitting	$13.934.19
	DUI Patrol Vehicle - Wrap	$1,000.00
	Category Sub-Total	**$14,934.19**
Personnel	DUI Saturation Patrol	$4,992.00
	Category Sub-Total	**$4,992.00**
Equipment	DUI Patrol Vehicle	$67,631.25
	Category Sub-Total	**$67,631.25**

Grand Total: $87,557.44

ENVIRONMENTAL REVIEW

Not Applicable.

ATTACHMENTS:

RESOLUTION - CTFG
FY25-26 CTFGP Grant Agreement - American Canyon PD

RESOLUTION NO. 2025-

A RESOLUTION AUTHORIZING THE POLICE CHIEF TO ACCEPT A GRANT FROM THE CALIFORNIA HIGHWAY PATROL CANABIS TAX FUND GRANT PROGRAM IN THE AMOUNT OF $87,557.44 FOR THE GRANT YEAR 2025/26.

WHEREAS, the City of American Canyon is a municipal corporation duly organized and existing pursuant to the Constitution and laws of the State of California ("City"); and

WHEREAS, the Cannabis Tax Fund Grant, CTFG, provides grant funds on a reimbursement basis for the purpose of assisting local communities in purchasing equipment and operation for impaired driving and prevention, which is administered by the California Highway Patrol; and

WHEREAS, ACPD wished to acquire authorized equipment and seek reimbursements pursuant to the subrecipient agreement between ACPD and California Highway Patrol from the 2025/26 CTFG grant funds; and

WHEREAS, the budget for the City of American Canyon was approved for Fiscal Year 2025-26 was approved by the City Council on June 3, 2025; and

WHEREAS, the approved budget is in accordance with all applicable ordinances of the City and all applicable statues of the State; and

WHERAS, the reallocation of the appropriation between departmental activities may be made by the City Manager, while amendments (increase/decreases) to the budget shall be approved by adoption of a of a resolution of the City Council.

NOW, THEREFORE, BE IT FURTHER RESOLVED,

SECTION 1. The American Canyon City Council agrees to accept the grant award and abide by the terms and conditions of the Cannabis Tax Fund Grant and authorizes the Police Chief or their designee to execute all agreements and documents necessary to accept and expend the grant funds.

SECTION 2. The American Canyon Police Department is authorized to purchase equipment under the City's purchasing policy for qualifying CTFG projects and seek reimbursement from grant funds in accordance with the agreement.

SECTION 3. The Fiscal Year 2025-26 Police Operating Budget shall be amended as follows: Increase the revenue estimate and appropriation in the Grant Fund 230 by $87,557.44. Additionally, to expend the grants funds out of the General Fund, increase revenue estimate and appropriations in an equal amount.

PASSED, APPROVED, and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held the 15th day of July 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____

Pierre Washington, Mayor

ATTEST:

_____ _____

Taresa Geilfuss, City Clerk William D. Ross, City Attorney

Award Number
23366

1. GRANT TITLE
FY25/26 CTFGP Law Enforcement – American Canyon Police Department

2. NAME OF ORGANIZATION/AGENCY
American Canyon Police Department

3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT
Traffic Unit

4. PROJECT PERFORMANCE PERIOD
From: 07/01/2025 To: 06/30/2026

5. PURCHASE ORDER NUMBER

6. GRANT OPPORTUNITY INFORMATION DESCRIPTION
Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products.

The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.

7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED $87,557.44

8. TERMS AND CONDITIONS
The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference.

The parties hereto agree to comply with the Terms and Conditions of the following attachments:

- Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure
- Schedule B – Detailed Budget Estimate
- Schedule B-1 – Budget Narrative

We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions.

IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto.

9. APPROVAL SIGNATURES

A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY
Name: Ricky Greenberg
Title: Chief of Police
Phone: (707) 551-0600

Address: 911 Donaldson Way East
American Canyon, CA 94503

E-Mail: ricky.greenberg@countyofnapa.org

_____ _____
(Signature) *(Date)*

B. AUTHORIZED OFFICIAL OF CHP
Name: Andrew Beasley Phone: (916) 843-4360
Title: Captain Fax: (916) 322-3169

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: ABeasely@chp.ca.gov

_____ _____
(Signature) *(Date)*

C. ACCOUNTING OFFICER OF CHP
Name: M. V. Fojas Phone: (916) 843-3531
Title: Commander Fax: (916) 322-3159

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: Michelle.Fojas@chp.ca.gov

_____ _____
(Signature) *(Date)*

10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS

Name: Jemelyn Cruz
Title: Finance Director
Phone: (707) 551-0600

Address: 4381 Broadway Street Suite 201
American Canyon, CA 94503

TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.

2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.

3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.

4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.

5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.

2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.

3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.

4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.

5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.

    a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term “force majeure” shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee’s control which would excuse the Grantee’s performance as a matter of law.

    b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.

2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.

4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee’s staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

    b. Establish a Drug-Free Awareness Program to inform employees about:

        i. The dangers of drug abuse in the workplace.

        ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.

        iii. Any available counseling, rehabilitation, and employee assistance programs.

        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Every employee who works on the Project will:

        i. Receive a copy of the company's drug-free workplace policy statement.

        ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.

2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:

    a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:

    a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.

    b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.

    c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.

    d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

TERMS AND CONDITIONS

O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency/Agency with delegated signing authority.

2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.

2. Current State Employees:

    a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.

    b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.

3. Former State Employees:

    a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.

    b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.

4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.

6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.

7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.

8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.

2. Law Enforcement Projects:

   a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.

   b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

Schedule A

American Canyon Police Department

All grant awards, including any adjustments to requested funding, were made by the Cannabis Grants Unit based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations. As a result, not all Project activities and items detailed in Schedule A are applicable. Refer to Schedule B - Detailed Budget Estimate for approved Budget line items and Project activities. Project activities and items that are not clearly identified/specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase.

Project Description

The proposed project encompasses the acquisition of a specially outfitted and marked impaired driving vehicle. The vehicle will be used primarily for the grants listed goals. The vehicle will be used for impaired driving saturation patrols. The impaired driving enforcement saturation patrols will be staffed by officers that have completed the requisite training. The vehicle will be used as a tool to increase the number of hours focuses on impaired driving investigations. Additionally, the vehicle will be specially marked for impaired driving enforcement and be brought to a variety of events (Schools, parades, National Night Out, car shows, Top-a-Cop etc) to bring awareness to the dangers of impaired driving.

The proposed project will include quarterly (4) impaired driving saturation patrols staffed by two (2) impaired driving trained officers for six-hour shifts at times that are high probability for impaired driving.

Problem Statement & Proposed Solution

Impaired driving related crashes have remained high in American Canyon. Marijuana use is rising, particularly amongst young people. Many impaired drivers are not being evaluated/ investigated (in part due to lack of specialized enforcement). Public awareness of the danger of impaired driving and law efforts emphasis on impaired driving investigations remain insufficient. Staffing shortages make it challenging to fill DUI/DUID enforcement shifts with over 80% of shifts going unfilled in 2024 in this agency.

The departments DUI arrests from 2021 to 2022 dropped 14 percent. From 2022 to 2023 the dropped another 16 percent and from 2023 to 2024 the DUI arrests dropped another 20 percent (citing data from the departments MK43 reporting system). The department had a near zero participation in DUI/DUID related patrols and checkpoints from 2021-2024. A November 2024 Gallup Poll showed a nationwide 3% increase in marijuana use in the same time period.

According to the OTS (California Office of Traffic Safety) the most recent data shows the City of American Canyon as the 7th worst out of 104 for total fatal and injury crashes and 18th out of 104 for had been drinking collisions in the 21-34 age group and 34 out of 104 for the had been drinking collisions for all ages. This data shows the City's residents would benefit from a multifaceted approach to dealing with impaired driving. Education, awareness and enforcement.

The proposed solution is a designated, purpose-built vehicle that will be used to enhance community engagement and increase enforcement efforts. The vehicle will appear at a minimum of 10 community events annually and be featured in all department impaired driving social media posts. These events to include the high schools lunch time event with uniformed personal, DARE graduations, Career Day at the middle school, National Night Out, 4th of July parade, Meet Me in the Streets and Drag-a-Cop and a multitude of other community events.

The dedicated, highly visible vehicle will serve as an incentive for trained officers to take on extra DUI/DUID enforcement shifts thereby increasing the number of impaired driving investigations conducted each year. The department has previously had success with a designated vehicle. Additionally, the project will remove the obstacle of enforcement not being conducted due to lack of available vehicles.

The proposed solution also includes four (4) impaired (DUI/DUID) driving saturation patrols staffed by two (2) impaired driving trained officers. The shifts will be six (6) hours and will be highlighted by the American Canyons various social media platforms to bring further awareness to the work.

Schedule A

Performance Measures/Scope of Work
Education presentations:
Aim to contact at least 500 high school students once per school year.

Aim to contact at least 400 middle school students at least once per school year.

Aim to contact at least 400 elementary school students at least once per year.

Public Safety Open House display and education.

Meet Me In The Street (Community Interactive Event) display and education.

The goal is to educate young and future drivers on the dangers of impaired driving and have a 10 % reduction of DUI/ DUID arrests with juvenile drivers/ passenger in the vehicle.

DUI/DUID enforcement. Quarterly DUI/DUID saturation patrol. Six (6) hours per shift by two (2) trained officers. These patrols will be highly visible, preplanned with social media postings conducted each quarter. Having specially trained officers in a dedicated car whose only focus is impaired driving will increase skills and confidence. The car will be specially marked as, "Impaired Driving Enforcement" to further enhance awareness and deterrence. Patrols will be oriented towards times where impaired driving and injury collisions are most probable, based on Department analytics. Stops, investigations and arrests will be logged. The goal is to see a drop in the number of DUI/DUID related crashes by 10% by the end of the grant period.

Project Performance Evaluation
The American Canyon Police Department uses the Crossroads Collision report writing system and MK43 report writing system. We will use the data from prior years and compare it to the time period of the implementation of the grant to determine effectives. We will additionally log hours for directed patrol to compare that against previous years to see a correlation.

The American Canyon Police Department communicates within the department, with neighboring agencies and the public through a variety of channels (meetings, briefings, City Council meetings and social media). Additionally, the grant will be listed on the department's web page in conjunction with the Cities initiate of 'We Love Safe Streets'.

Program Sustainability
Should the grants be reduced or rescinded the department would have to request funds from other sources. This is dependent on the City's finance department.

The training and experience will continue after the grant has ended. The skills and confidence gained will continue forward to build the next generation of proactive, professional impaired driving investigators. The vehicles visibility will allow a constant presence, reminding the community of our dedication to reducing DUI/DUID driving.

Contacts and relationships made during the community engagement/ education goals will outlast the grant.

Administrative Support
The City of American Canyon has extensive experience overseeing first responder grants. Our sister agency, the Fire Protection District, currently oversees 7 grants. The grant manager, a dedicated traffic sergeant will oversee daily operations to ensure compliance with grant objectives. ACPD participates in Quartey DUI meetings with 7 local agencies. Grant education and compliance are part of every meeting. The City Council supports ACPD's traffic units' mission to reduce injury collisions within the city.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
23366	American Canyon Police Department	$87,557.44

Cost Category	Line Item Name	Total Cost to Grant
Other Direct Costs		
	DUI Patrol Vehicle - Outfitting	$13,934.19
	DUI Patrol Vehicle - Wrap	$1,000.00
Category Sub-Total		**$14,934.19**
Personnel		
	DUI Saturation Patrol	$4,992.00
Category Sub-Total		**$4,992.00**
Equipment		
	DUI Patrol Vehicle	$67,631.25
Category Sub-Total		**$67,631.25**

Grant Total	$87,557.44

Schedule B-1
Budget Narrative

American Canyon Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

Other Direct Costs

DUI Patrol Vehicle - Outfitting
$13,934.19
Code Three 'Emergency' lights and siren
Axon Switch
MDT (computer) dock
Radio
Labor for install of above listed equipment

DUI Patrol Vehicle - Wrap
$1,000.00
Vehicle wrap: "Impaired Driving Enforcement Vehicle"

Personnel

DUI Saturation Patrol
$4,992.00
A double unit on Quartey saturation patrol (4 patrols). 6 hours per officer per shift. 2 officers per quarterly DUI/DUID patrol. 48 total hours. Rate of $104.00 per hour.

Equipment

DUI Patrol Vehicle
$67,631.25
Specially marked, outfitted Ford police vehicle for impaired driving enforcement. Radio, gunlock, lights, siren, computer mount, camera mount. This vehicle to be used primarily for the grant listed projects of impaired driving enforcement and education.

TITLE

On-Call Tree Services Agreements

RECOMMENDATION

Approve a resolution authorizing the City Manager to enter into on-call agreements with three (3) tree servicing companies for tree cutting, trimming, removal and maintenance.

CONTACT

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

Noni Thomas, Management Analyst

BACKGROUND & ANALYSIS

The City has an abundance of trees which require ongoing maintenance. Currently, the Public Works Parks and Landscaping staff cannot support tree maintenance and the ongoing landscape maintenance throughout the city.

In order to maintain esthetics and tree health, trees must be monitored, trimmed, cut and or removed. The current staffing levels and equipment do not support completing these tasks in house making it necessary to contract these tasks out.

On May 8, 2025, staff posted a request for proposals on the City's procurement portal OpenGov. There were 10 proposals received on May 30, 2025, the contractors were:

All Seasons Tree Service, Inc.	A Plus Tree, LLC
Best Quality Tree Service	Community Tree Service, LLC
Davey Tree Expert Co	Julian Tree Care Inc.
Skyview Tree Experts, Inc.	The Professional Tree Care Company
Urban Tree Management dba Evergreen Tree Care	West Coast Arborists, Inc.

From the 10 proposals received, three were chosen as the lowest responsible proposers: A Plus

Tree, LLC, Davey Tree Expert Co, and West Coast Arborists, Inc. Each contractor shall hold an on-call agreements for three years August 1, 2025 to July 31, 2028, with the option to extend for one year for two additional years to be approved by the City Manager.

The contractors will be utilized on an as needed basis and tasks will be assigned as necessary.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

Each on-call agreement will be for a maximum of $100,000 per year per contractor in an amount not to exceed $300,000 over a three-year period. Funds will be budgeted in the general fund (fund 100) and within the Lighting, Landscape Assessment Districts (LLAD) 261, 262, and 263.

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 On Call Tree 2025
2. Evaluation Tabulation

RESOLUTION NO. 2025-

AUTHORIZE THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH THREE CONTRACTORS, A PLUS TREE, DAVEY TREE EXPERTS, AND WEST COAST ARBORISTS, INC. (WCA) FOR ON-CALL TREE SERVICES FOR A TERM OF THREE (3) YEARS WITH AN OPTION FOR THE CITY MANAGER TO EXTEND EACH FOR TWO (2) ONE (1) YEAR EXTENSIONS

WHEREAS, a contract for tree maintenance services is necessary to maintain the health, safety and upkeep of city trees; and

WHEREAS, there is no existing contract for tree maintenance services; and

WHEREAS, the city posted a request for proposals on May 8,2025 and received 10 proposals on May 30, 2025; and

WHEREAS, three contractors were chosen to hold on call agreements with the city to provide tree trimming, removal, and emergency maintenance services; and

WHEREAS, those contractors are A Plus Tree, LLC, Davey Tree Expert Co., and West Coast Arborists, Inc. (WCA); and

WHEREAS, the agreements will be for an amount not to exceed $100,000 per year per vendor for a total of $300,000; and

WHEREAS, the funding would be included in the general fund (540) and Lighting and Landscape Assessment Districts (LLAD) budgets (261, 262, and 263).

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to enter into agreements with A Plus Tree, LLC, Davey Tree Expert Co., and West Coast Arborists, Inc. (WCA) for a term of three (3) years, August 1, 2025 to July 31, 2028, 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:

_____
Taresa Geilfuss, CMC, City Clerk

APPROVE AS TO FORM:

_____
William D. Ross, City Attorney

City of American Canyon
Public Works
Erica Ahmann Smithies, PW Director
4381 Broadway Street, American Canyon, CA 94503

EVALUATION TABULATION

RFP No. TBD

Tree Trimming, Pruning and Removal Services

RESPONSE DEADLINE: May 30, 2025 at 3:00 pm

Report Generated: Monday, June 30, 2025

SELECTED VENDORS

VENDORS AWARDED BY THE EVALUATION PROCESS

Vendor	Location
A Plus Tree, LLC	Murray, UT
Davey Tree Expert Co	Santa Rosa, CA
West Coast Arborists, Inc.	Pinole, CA

PHASE 1

EVALUATORS

Name	Title	Agreement Accepted On
Erica Ahmann Smithies	Public Works Director	Jun 24, 2025 9:18 AM
Rick Hall	Parks Supervisor	Jun 9, 2025 2:52 PM
Rick Hall	Parks Supervisor	Not Accepted
Brian Materne	Superintendent	Jun 17, 2025 9:08 AM

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Project proposal	Points Based	75 *(75% of Total)*

Description:

Proposal evaluation with clear understanding of services requested

Criteria	Scoring Method	Weight (Points)
Cost	Points Based	25 *(25% of Total)*

Description:
Competitively priced

AGGREGATE SCORES SUMMARY

Vendor	Erica Ahmann Smithies	Rick Hall	Rick Hall	Brian Materne	Total Score (Max Score 100)
A Plus Tree, LLC	95	91	-	100	**95.33**
Davey Tree Expert Co	90	92	-	100	**94**
West Coast Arborists, Inc.	98	78	-	100	**92**
All Seasons Tree Service, Inc.	85	55	-	100	**80**
Community Tree Service, LLC	65	63	-	100	**76**
The Professional Tree Care Company	66	62	-	95	**74.33**
Urban Tree Management dba Evergreen Tree Care	66	58	-	95	**73**
Skyview Tree Experts, Inc.	76	47	-	95	**72.67**

Vendor	Erica Ahmann Smithies	Rick Hall	Rick Hall	Brian Materne	Total Score (Max Score 100)
Best Quality Tree Service	75	49	-	90	71.33
Julian Tree Care inc	70	44	-	75	63

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Project proposal Points Based 75 Points (75%)	Cost Points Based 25 Points (25%)	Total Score (Max Score 100)
A Plus Tree, LLC	71.7	23.7	95.33
Davey Tree Expert Co	72.3	21.7	94
West Coast Arborists, Inc.	69.7	22.3	92
All Seasons Tree Service, Inc.	59.7	20.3	80
Community Tree Service, LLC	55	21	76
The Professional Tree Care Company	58.3	16	74.33
Urban Tree Management dba Evergreen Tree Care	58.7	14.3	73
Skyview Tree Experts, Inc.	59	13.7	72.67
Best Quality Tree Service	59.7	11.7	71.33
Julian Tree Care inc	41.7	21.3	63

TITLE

Rio Del Mar Extension to State Route 29

RECOMMENDATION

Adopt a Resolution awarding a design contract to Kimley-Horn for an amount not to exceed $367,080 in conjunction with the Rio Del Mar Extension Project (TR26-0200).

CONTACT

Jason B. Holley, City Manager
Erica Ahmann Smithies, P.E., Public Works Director / City Engineer

BACKGROUND & ANALYSIS

The extension of Rio Del Mar as a major collector, from State Route 29 to the western boundary of the Watson Ranch project site was included in the approved Environmental Impact Report (EIR) for the Watson Ranch Development Project.

The ultimate improvement for State Route 29 and Rio Del Mar intersection improvement is currently being evaluated by Kimley-Horn on behalf of the Napa Valley Transportation Authority (NVTA) under the American Canyon State Route 29 Corridor Improvements Project Approval and Environmental Document (PA&ED) project. At this time, City intends to do interim improvements by adding a right-in/right-out fourth leg to the existing State Route 29 and Rio Del Mar intersection to provide access to the Watson Ranch Development.

In light of Kimley-Horn already working on the State Route 29 Corridor improvements, City staff requested a proposal for engineering services to design and develop construction documents for a new right-in/right-out fourth-leg connection at the State Route 29 and Rio Del Mar Road intersection and get Caltrans approval through Design Engineering Evaluation Report (DEER) process. The Scope is Split into Two Phases, Phase 1 being alternative and concept development and Phase 2 being Caltrans PS&E and DEER Development.

Kimley-Horn's involvement in the State Route 29 Corridor PA&ED work will help ensure this interim connection meets current traffic demands and help streamline Caltrans approval process.

Kimley-Horn will focus on traffic analysis, design of the new connection, and obtaining Caltrans

approvals through their Design Engineering Evaluation Report (DEER) process. Kimley-Horn will coordinate with City staff, NVTA, and Caltrans District 4. The scope of work is attached and outlines their tasks, deliverables, and key assumptions for the project along with the cost.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

There are sufficient funds in the adopted Fiscal Year 25/26 Capital Improvement Program Budget to award a contract to Kimley-Horn for an amount not to exceed $367,080. The total Rio Del Mar Extension Project (TR26-0200) budget is estimated to cost 5,000,000 in traffic impact fee funds.

ENVIRONMENTAL REVIEW

The extension of Rio Del Mar as a major collector, from State Route 29 to the western boundary of the Watson Ranch project site was included in the approved Environmental Impact Report (EIR) for the Watson Ranch Development Project.

ATTACHMENTS:

1. Resolution Kimley-Horn
2. Kimley-Horn Proposal

RESOLUTION NO. 2025-

A RESOLUTION AWARDING A DESIGN CONTRACT TO KIMLEY-HORN FOR AN AMOUNT NOT TO EXCEED $367,080 IN CONJUNCTION WITH THE RIO DEL MAR EXTENSION PROJECT (TR26-0200)

WHEREAS, the extension of Rio Del Mar as a major collector, from SR 29 to the western boundary of the Watson Ranch project site was included in the approved Environmental Impact Report (EIR) for the Watson Ranch Development Project; and

WHEREAS, the ultimate improvement for State Route 29 and Rio Del Mar intersection improvement is currently being evaluated by Kimley-Horn on behalf of the Napa Valley Transportation Authority (NVTA) under the American Canyon State Route 29 Corridor Improvements Project Approval and Environmental Document (PA&ED) project. At this time, City intends to do interim improvements by adding a right-in/right-out fourth leg to the existing State Route 29 and Rio Del Mar intersection to provide access to the Watson Ranch Development; and

WHEREAS, in light of Kimley-Horn already working on the State Route 29 Corridor improvements, City staff requested a proposal for engineering services to design and develop construction documents for a new right-in/right-out fourth-leg connection at the State Route 29 and Rio Del Mar Road intersection and get Caltrans approval through Design Engineering Evaluation Report (DEER) process. The Scope is Split into Two Phases, Phase 1 being alternative and concept development and Phase 2 being Caltrans PS&E and DEER Development; and

WHEREAS, Kimley-Horn's involvement in the State Route 29 Corridor PA&ED work will help ensure this interim connection meets current traffic demands and help streamline Caltrans approval process; and

WHEREAS, Kimley-Horn will focus on traffic analysis, design of the new connection, and obtaining Caltrans approvals through their Design Engineering Evaluation Report (DEER) process. Kimley-Horn will coordinate with City staff, NVTA, and Caltrans District 4; and

WHEREAS, there are sufficient funds available in the adopted Fiscal Year 2025/26 budget under capital project TR26-0200 to award a contract to Kimley-Horn for an amount not to exceed $367,080.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of American Canyon hereby awards a design contract to Kimley-Horn for an amount not to exceed $367,080 in conjunction with the Rio Del Mar Extension Project (TR26-0200).

PASSED, APPROVED and **ADOPTED** at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 15th day of July, 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

June 12, 2025

Jason Holley
City Manager
City of American Canyon
4381 Broadway Street, Suite 201
American Canyon, CA 94503

Subject: Highway 29/Rio Del Mar Fourth-Leg Intersection Interim Improvement Project – Caltrans DEER Application and PS&E Construction Documents

Dear Jason,

We understand that the extension of Rio Del Mar as a major collector, from SR 29 to the western boundary of the Watson Ranch project site was included in the approved EIR for the Watson Ranch Development Project. The ultimate improvement for SR 29xRio Del Mar intersection improvement is currently evaluated by NVTA under the American Canyon SR 29 Corridor Improvements PA&ED project. At this time, City intends to do interim improvements by adding a right-in/right-out fourth leg to the existing SR 29xRio Del Mar intersection to provide access off SR 29 to Watson Ranch Development.

Kimley-Horn is pleased to offer this proposal to the City of American Canyon for engineering services to design and develop construction documents for a new right-in/right-out fourth-leg connection at the State Route 29 and Rio Del Mar Road intersection and get Caltrans approval through Design Engineering Evaluation Report (DEER) process. The Scope is Split into Two Phases, Phase 1 being alternative and concept development and Phase 2 being Caltrans PS&E and DEER Development.

Our team's involvement in the SR 29 Corridor Project Approval & Environmental Document (PA&ED) work will help ensure this interim connection meets current traffic demands and help streamline Caltrans approval process.

Our approach is based on key understandings and assumptions:

- Caltrans accepts a DEER process for project approval.
- The environmental clearance for this specific intersection work is covered by the Watson Ranch Development Environmental Impact Report (EIR). Our scope does not include new environmental studies.
- The project scope is limited to a right-in/right-out only connection within State Right-of-Way. Construction documents for the rest of the Rio Del Mar from State Right-of-Way to Watson Ranch Project limit will be developed by others.
- It is anticipated that the existing traffic signal poles and equipment will not require relocation or any modifications.
- No new Right-of-Way (ROW) is required.
- Existing lighting is sufficient.
- Any Utility relocation, if required, will be coordinated by the City and determined after Phase 1.
- Undergrounding of existing PG&E poles is not part of this scope.
- City will lead the construction phase and desire to start construction in Summer 2026.

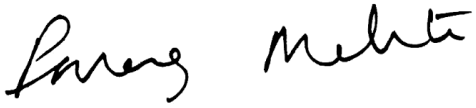
Our focus will be on traffic analysis, design of the new connection, and obtaining Caltrans approvals through their Design Engineering Evaluation Report (DEER) process. We will coordinate with City staff, NVTA, and Caltrans District 4.

The attached detailed scope of work outlines our tasks, deliverables, and key assumptions for this project. Our cost proposal is included at the end of the document. We are committed to delivering this project efficiently.

Thank you for this opportunity. We look forward to potentially working with the City on the SR 29/Rio Del Mar Fourth-Leg project. If you have any questions, please contact me at **(510) 449-7337** or **parag.mehta@kimley-horn.com**.

Sincerely,

Kimley-Horn and Associates, Inc.



Parag Mehta, PE – Project Manager
Vice President
10 S Almaden Blvd, Suite 1250
San Jose, CA 95113
parag.mehta@kimley-horn.com

Detailed Scope of Work

This scope of work is structured in two distinct phases. Phase 1 is a Feasibility and Scoping Study intended to analyze key variables, evaluate alternatives, and define a single preferred project concept. Upon City approval of the Phase 1 findings, Phase 2 (DEER and Final Design) will be initiated based on a finalized scope and fee.

PHASE 1: FEASIBILITY & SCOPING STUDY

The following scope for Phase 2 will be initiated upon successful completion and City approval of Phase 1. The final scope, schedule, and fee for Phase 2 will be confirmed based on the findings of the Phase 1 Feasibility & Scoping Report.

Task 1: Project Management and Administration

1.1 Project Kick-off
Conduct a kick-off meeting with the City to confirm project scope, objectives, data requirements, communication protocols, and deliverable expectations.

1.2 Coordination & Meetings
Lead biweekly progress meetings (virtual) with the City, up to the completion of the Final DEER. Prepare and distribute agendas, action items, and meeting summaries for these biweekly meetings.

1.3 Reporting and Invoicing
Submit monthly progress reports and invoices in the City's specified format. Reports will detail work completed, budget status, upcoming tasks, and any issues.

Deliverables

- *Kick-off meeting agenda and minutes*
- *Monthly progress reports and invoices*
- *Biweekly meeting agendas and summaries*

Task 2: Data Collection and Base Mapping

2.1 Utility Research and Mapping
Gather utilities information specific to this project from information collected under the American Canyon SR 29 Corridor PA&ED project. Compile available utility information and map visible utility features based on record data and the site visit. Identify and document potential utility conflicts with the proposed conceptual work.

2.2 Site Reconnaissance
Conduct one (1) site visit to observe existing conditions, visible utilities, drainage patterns, and other relevant features to inform preliminary design.

Deliverables

- *Compilation of extracted CAD data of utilities and topographic features*
- *Summary memo of utility research and potential conflicts identified*

Task 3: Traffic Studies

Provides focused traffic analysis for a new Right-in/Right-out (RIRO) fourth leg at SR 29/Rio Del Mar Rd and for the Caltrans DEER. This includes performing signal warrant analyses for SR 29/Rio Del Mar (to support maintaining the RIRO configuration) and for the Main St/Rio Del Mar Rd Extension (evaluate the type of intersection control) and Main St/Eucalyptus Ave intersections (to evaluate if All Way Stop need to be modified). The existing SR 29/Rio Del Mar signal is otherwise unchanged. Analysis assesses RIRO operations, redirected U-turns at SR 29/Eucalyptus Ave, and impacts at Eucalyptus Ave/Main St and Rio Del Mar Extension/Main St. Analysis is limited to these four intersections. New traffic counts will be collected at the Main Street intersection; data for SR 29 intersections will be from existing studies that was used for SR 29 project.

3.1 Data Collection & Future Traffic Operations Analysis

Collect new AM/PM peak period turning movement counts at Main St/Eucalyptus Ave intersection. Utilize existing data (e.g., from SR 29 Corridor Study, City records) for SR 29/Rio Del Mar Rd and SR 29/Eucalyptus Ave intersections (counts, signal timings). Analyze existing and near term (with project) traffic operations (LOS, Avg/Max queues) for the four specified intersections, using the collected or City-provided data, and future traffic volume assumptions (including Watson Ranch development Build percentage). City will provide total number of units that will be built by year 2030. For this task/traffic analysis we recommend using Synchro/SimTraffic simulation software.

3.2 Intersection Impact Assessment

As described in section 3.1, we will build the existing intersections and roadway network using Synchro/SimTraffic simulation software. Our team will use existing data that already collected for SR 29 will be used for existing conditions calibrations to match with field conditions. After completing the existing conditions calibration, results will be summarized and shared those results with the City, NVTA and Caltrans for their review and comments. After receiving a single set of consolidated, non-conflicting comments from all agencies, our team will prepare responses to the comments and resubmit a final memorandum.

For near-term analysis (between 2025 and 2030), our team will coordinate with the city to obtain number of trips generated by Watson Ranch Development. The project develop trips will be added to existing demand numbers to perform the near-term analysis. This analysis assumes that no modification to signal timings at SR 29/Rio Del Mar and SR 29/Eucalyptus intersections other than adding RIRO movement for 4th leg of Rio Del Mar intersections. As a part of this analysis local intersections, Main St/Eucalyptus and Main Street/Rio Del Mar intersection control (All Way Stop or Two-Way Stop) requirement will be evaluated. Near Terim intersection analysis will be performed for AM and PM peak hours and results will be summarized for City, NVTA and Caltrans review. After completing the analysis, results will be summarized and shared those results with the City, NVTA and Caltrans for their review and comments. After receiving a single set of consolidated, non-conflicting comments from all agencies, our team will prepare responses to the comments and resubmit a final memorandum.

Assess operational conditions at SR 29/Eucalyptus Ave from proposed development trips, and at Eucalyptus Ave/Main St & Rio Del Mar Rd/Main St from redistributed traffic.

3.3 Traffic Documentation
Prepare traffic information (Current/Forecasted Traffic, Collision Summary, and Operations Impacts and analysis results) using collected/City-provided data and agreed assumptions.

3.4 Agency Coordination and Review
Coordinate with City, and NVTA on traffic analysis (including signal warrant approach), including up to two (2) meetings and one (1) review cycle

Deliverables:
- *Final Traffic Analysis Report covering:*
  - *Existing/future conditions analysis (4 specified intersections).*
  - *Intersection Control Evaluation for Main St/Rio Del Mar Rd, and Main St/Eucalyptus Ave.*
  - *Operational assessment at SR 29/Eucalyptus Ave & Main St/Eucalyptus and Main St/Rio Del Mar Ext intersections.*

Task 4: Alternatives Analysis, Conceptual Design, and Feasibility Report

4.1 Develop and Evaluate Alternatives

Develop up to two (2) conceptual alternatives for the Rio Del Mar connection. The evaluation will assess feasibility, major cost drivers (including drainage and utilities), and overall viability to recommend a single, preferred, value-engineered concept.

4.2 Conceptual Drainage Design
Analyze existing drainage patterns based on available information and site visit. Prepare a concept for the existing ditch crossing (e.g., culvert extension/replacement or Inlet), considering general capacity and consistency with environmental constraints from the approved EIR.

4.3 Preliminary Utility Coordination
Refine mapping of existing utilities in the immediate vicinity of the proposed connection and identify potential conflicts with the conceptual design.

4.4 Feasibility Report
Prepare A comprehensive report summarizing the traffic analysis findings, evaluation of alternatives, conceptual sketches, assessment of key drainage and utility impacts, and a recommendation for a single preferred alternative to be carried into Phase 2. Prepare a preliminary Engineer's Estimate of probable construction costs.

Deliverables:
- *Feasibility Report with concept layouts*

PHASE 2: DEER and Plan Production

Task 5: Prepare Caltrans Design Engineering Evaluation Report (DEER)

5.1 Project Management for DEER and Final PS&E

Continue biweekly progress meetings (virtual) with the City, up to the completion of the Final DEER. Prepare and distribute agendas, action items, and meeting summaries for these biweekly meetings.

Submit monthly progress reports and invoices in the City's specified format. Reports will detail work completed, budget status, upcoming tasks, and any issues.

Prepare DEER check list, CPM schedule and conduct a kickoff meeting with Caltrans D4 to confirm project scope and approval through the DEER process. Prepare and distribute agendas, action items, and meeting summary.

5.2 Draft/Final DEER Preparation

Prepare an administrative draft DEER for City review and comment. Incorporate City comments and develop a draft DEER for Caltrans and City review. This report will meet Caltrans DEER Guidelines applicable to the project type. Submit the draft DEER electronically. Provide written responses to one (1) round of consolidated comments from Caltrans and the City. Resubmit the revised draft DEER for confirmation that comments were addressed. A maximum of two (2) rounds of revisions to the DEER document (initial draft, final draft after comments) are included. Prepare the Final DEER incorporating all final comments and submit electronic and hard copies as required by the City and Caltrans.

5.3 Attachments to DEER

Prepare necessary attachments consistent with project scope.

- Location Map and Vicinity Map
- Environmental Documentation Confirmation
- Right of Way Data Sheet
- Geometric Approval Drawings (GAD) and Design Standard Decision Document (if required)
- Traffic Analysis Report
- Transportation Management Plan (TMP) Data Sheet / Checklist
- Preliminary Drainage Memo / Stormwater Data Report (Short Form) for DEER
- Initial Site Assessment (ISA) Review / Hazardous Materials Statement
- Opinion of Probable Cost
- List of Permits, Approvals, and Agreements

Deliverables

- *Administrative Draft DEER (for City review)*
- *Draft DEER (for City/Caltrans review)*
- *Final DEER, including all attachments listed above*
- *Comment response matrices*
- *Monthly progress reports and invoices*
- *Biweekly meeting agendas and summaries*
- *Caltrans Coordination*

Task 6: Pre-Final Design (95% PS&E)

6.1 Plan Refinement to 95%
Incorporate City and Caltrans review comments from the DEER phase into the 95% PS&E documents.

6.2 Final Drainage Plans and Report
Complete drainage calculations, finalize drainage plans (including details for the ditch crossing), and prepare a final Storm Water Data Report (SWDR) per Caltrans requirements.

6.3 Updated Engineer's Estimate
Prepare a refined Engineer's Estimate of probable construction cost based on 95% design quantities.

Estimated Sheets for construction set:

ID Code	Sheet Name	Sheets
T	Title Sheet	1
X	Typical Cross Sections	1
L/U	Layout and Utilities	3
C	Construction Details	2
WPC	Temporary Water Pollution Control	2
SC/TH	Stage Construction / Traffic Handling / Detour / Lane Closure	4
CS	Construction Area Signs	1
PD/S	Pavement Delineation and Signing	2
PDD/SD	Pavement Details and Sign Quantities	2
Q	Summary of Quantities	1
TS	Traffic Signal Plan and Quantities (if required)	2
E	Electrical Plans (if lighting is added)	2
D	Drainage Plan Sheets	2
Total		**24**

Deliverables
- *95% PS&E Plan Set (PDF and requested number of hard copies, typically 2)*
- *Draft Technical Specifications (Special Provisions)*
- *Final SWDR and associated Drainage Memo/Report*
- *Updated Engineer's Estimate (95% level)*
- *Comment Response Matrix from DEER review*

Task 7: Final PS&E (100%) and Bid Support

7.1 Final Design Revisions to 100%
Address one (1) round of consolidated City comments on the 95% PS&E to produce the 100% Final PS&E set. This includes signed and sealed plan drawings, final technical specifications, and the final engineer's estimate.

7.2 Bid-Ready Package

Deliver the complete bid-ready PS&E package to the City in hardcopy and electronic formats as specified.

7.3 Bidding Phase Assistance (Limited)
Respond to a reasonable number (up to five (5)) of technical RFIs from prospective bidders, via the City. Assist in the preparation of content for up to two (2) addenda for the bid documents, if requested by the City. Attend one (1) pre-bid meeting (virtual or in-person if local) if held by the City.

7.4 Design Close-out
After bidding, or as directed by the City, hand off all final electronic design files, calculations, and pertinent records to the City. Update the cost estimate to reflect bid prices if requested by the City (as a separate summary).

Deliverables

- *100% Signed and Sealed Final Plans (hardcopy and PDF as specified)*
- *Final Technical Specifications and Engineer's Estimate*
- *Electronic content for addenda (if any issued during bidding, up to 2)*
- *Responses to bidder RFIs (up to 5, via City)*
- *Final electronic design files*

Overall Project Assumptions:

1. **New Overarching Assumption:** This proposal is structured in two phases. Phase 1 must be completed and approved by the City before Phase 2 is initiated. The findings of the Phase 1 Feasibility & Scoping Report may result in necessary modifications to the scope, schedule, assumptions, and exclusions for Phase 2.
2. **City Responsibilities:** The City will provide all existing relevant project data, including previous survey, geotechnical files, the existing Environmental Impact Report (EIR) for the Watson Ranch Development, as-built information, and other pertinent records in a timely manner. The City will be the lead for agency coordination not explicitly assigned to the Consultant. The City will administer the construction phase and manage project advertisement, contractor selection, and award.
3. **Environmental Compliance:** The existing Environmental Impact Report (EIR) for the Watson Ranch Development comprehensively covers all potential environmental impacts for this project. This scope assumes the project work at the SR 29/Rio Del Mar intersection qualifies as being within the scope of the existing Watson Ranch EIR. However, if the Phase 1 study determines that off-site improvements are needed (e.g., at Eucalyptus Avenue), it is unlikely the Broadway Specific Plan's CEQA document will provide sufficient environmental coverage. Any such improvements would likely require a separate environmental review process, the scope of which is excluded from this proposal. No new efforts for CEQA or NEPA technical studies (e.g., biological assessments, cultural resource investigations, new noise studies, new air quality studies) are included in this scope of work. Consultant will document consistency with the existing ECR.
4. **Right-of-Way (ROW):** All project work will be performed within existing City and/or Caltrans Right-of-Way. No Right-of-Way acquisition, permanent easements, or temporary construction easements (TCEs) will be required.
5. **Tree Mitigation:** Any necessary mitigation for tree removal or impacts (if any trees are identified for removal within the design) will be the responsibility of the City and can be

accommodated outside the immediate project construction limits, within City-controlled Right-of-Way or property. Consultant scope is limited to identifying trees in conflict with the design on base mapping.

6. **Traffic Signals**: The existing traffic signal equipment, timing, and phasing at the SR 29/Rio Del Mar intersection will not be modified as part of this project. The scope is limited to analyzing traffic impacts of the new leg with existing signal operations.
7. **Roadway Lighting:** Existing roadway lighting is assumed to be sufficient for the proposed improvements. No new lighting design or modifications to existing lighting are included in this scope.
8. **Utility Undergrounding (PG&E Poles):** Phase 1 will identify potential utility conflicts and assess the need for undergrounding. This scope assumes that if major utility relocation or undergrounding is required, it will be managed and funded by the City as a separate effort to not impact the project timeline. Kimley-Horn's role in this proposal is limited to identifying conflicts and coordinating with the City for mitigation.
9. **Utility Relocations:** Coordinating relocation of any facilities will be the City's responsibility and the responsibility of the respective agency. Consultant will identify direct conflicts.
10. **Software & Standards:** Designs will be based on prevailing Caltrans and City standards at the time of design. Plans will be prepared using AutoCAD Civil 3D, current version.
11. **Traffic Counts:** New AM/PM peak period turning movement counts will be collected for the Main St/Eucalyptus Ave intersection. All other traffic data for SR 29/Rio Del Mar Rd and SR 29/Eucalyptus Ave (counts~~,~~ Watson Ranch percentage, etc.) will be from existing sources (e.g., SR 29 Corridor Study) provided by the City.
12. **Intersections Analyzed:** Analysis is strictly limited to the four specified intersections.
13. **Volumes Planned:** Future analysis year 2030 will be confirmed with/provided by City.
14. **Traffic reports**: Traffic documentation will meet Caltrans DEER input requirements.
15. Base mapping developed for SR 29 Corridor project will be utilized for this project.

Overall Project Exclusions:

1. **New Environmental Technical Studies: Any** new detailed environmental technical studies beyond confirming consistency with the Watson Ranch EIR (e.g., new biological assessments, new cultural resource investigations, wetland delineations, new noise modeling, new air quality modeling).
2. **Right-of-Way (ROW) Services:** This includes appraisals, negotiation, title reports, legal descriptions for acquisition, or preparation of TCE documents.
3. **Geotechnical Investigation:** New geotechnical investigations, borings, analysis, or reports. Reliance is on provided existing information from the SR 29 PA&ED project.
4. **Public Outreach:** No public or stakeholder outreach meetings are included in this scope.
   .
5. **Construction Phase Services:** Construction administration, construction observation, shop drawing review, responding to RFIs during construction (beyond the limited bid-phase support), materials testing, or preparation of as-built/record drawings.
6. **Surveying**: Topographic surveying, boundary surveying, or construction staking.
7. **Traffic Counts:** No new field data collection (counts, studies, verification) for the SR 29/Rio Del Mar and SR 29/Eucalyptus Ave intersections (new counts for Main St intersections are included as per Task 3.1).
8. **Signal Design:** No signal design, re-timing, or modification (SR 29/Rio Del Mar or SR 29/Eucalyptus Ave), beyond what is assumed for analysis.
9. **Project Design Limits:** No design of physical improvements (lanes, signals) at SR 29/Eucalyptus Ave or Main St intersections, even if signal warrants are met at Main St locations.

10. **Project Study Limits:** No broader corridor/network modeling beyond the four intersections.
11. **Forecasting:** No independent traffic forecasting beyond applying growth rates to City-provided data/assumptions.

Project Schedule

We understand the City's goal is to have the project designed and ready for construction by Summer 2026, This will include both phases. Our proposed schedule will be structured to meet this objective, focusing on efficient design development and Caltrans approvals, leveraging the existing environmental clearance from the Watson Ranch EIR.

Cost Estimate and Level of Effort

Kimley-Horn proposes to execute the scope of work on a fixed price (lump sum) with a not to exceed amount. We will be invoicing on a monthly basis for the percent complete by task. Below is a summary of our estimated level of effort and costs by task.

AGREED AND ACCEPTED:
City of American Canyon

By: _____

Title: _____

Date: _____

City of American Canyon

American Canyon State Route 29 and Rio del Mar Project

		Kimley-Horn and Associates, Inc.										
	Name	Parag Mehta	Sherina Lam	Vignesh Swaminathan	Sr. Professional II	Professional	Professional	Analyst II	Analyst I	Project Support	TOTAL HOURS	TOTAL COST
	Category/Title	Project Manager	QC/QA Manager	Deputy Project Manager								
	Billing Rate	$430	$345	$280	$375	$250	$220	$190	$175	$165		
Task 1	**Task 1: Project Management and Administration**	**8**		**12**						**8**	**28**	**$ 8,120**
1.1	Project Kickoff & Planning	4		4							8	$ 2,840
1.2	Coordination & Meetings	2		4							6	$ 1,980
1.3	Reporting and Invoicing	2		4						8	14	$ 3,300
Task 2	**Task 2: Data Collection and Base Mapping**			**6**			**12**		**12**		**30**	**$ 6,420**
2.2	Utility Research and Mapping			2			4		4		10	$ 2,140
2.3	Site Reconnaissance			4			8		8		20	$ 4,280
Task 3	**Task 3: Focused Traffic Analysis for Support of DEER Document**	**4**		**4**	**34**		**128**	**92**		**2**	**264**	**$ 61,560**
3.1	Data Collection & Future Traffic Operations Analysis				10		40	24			74	$ 17,110
3.2	Intersection Impact Assessment				8		40	40			88	$ 19,400
3.3	Traffic Anaylysis Report				8		40	20		2	70	$ 15,930
3.4	Agency Coordination and Review	4		4	8		8	8			28	$ 9,120
Task 4	**Task 4: Alternative Analysis, Feasibility Report (35% D**	**12**	**4**	**36**			**76**		**104**	**4**	**236**	**$ 52,200**
4.1	Conceptual Geometric Design	2	4	8			24		40		78	$ 16,760
4.2	Conceptual Drainage Design			2			8		24		34	$ 6,520
4.3	Preliminary Utility Coordination	2		2			4			2	10	$ 2,630
4.4	Feasibility Report	8		24			40		40	2	114	$ 26,290
Task 5	**Task 5: Prepare Caltrans Design Engineering Evaluation Report (DEER)**	**26**	**12**	**76**	**20**	**60**	**248**	**20**	**220**	**52**	**734**	**$ 164,540**
5.1	Project Management	8		24			40			40	112	$ 25,560
5.2	Draft/Final DEER Preparation	8	8	24	8		60		80	8	196	$ 44,440
5.3	Attachments to DEER	10	4	28	12	60	148	20	140	4	426	$ 94,540
	Location Map and Vicinity Map			*2*			*4*		*8*		*14*	*$ 2,840*
	Environmental Documentation Confirmation	*4*		*4*			*16*				*24*	*$ 6,360*
	Right of Way Data Sheet			*2*			*8*				*10*	*$ 2,320*
	Design Standard Decision Document	*4*	*4*	*8*	*4*		*40*		*40*		*100*	*$ 22,640*
	Traffic Documentation Preparation for DEER				*4*		*16*	*20*			*40*	*$ 8,820*
	Transportation Management Plan			*2*	*4*		*8*		*16*		*30*	*$ 6,620*
	Drainage Memo and Stormwater Data Report (short form)	*2*		*8*		*60*	*40*		*60*	*4*	*174*	*$ 38,060*
	Initial Site Assessment (ISA)			*2*			*16*		*16*		*34*	*$ 6,880*
Task 6	**Task 6: Pre-Final Design (95% PS&E)**	**2**	**8**	**28**			**50**		**72**	**4**	**164**	**$ 35,720**
6.1	Plan Refinement to 95%	2	8	20			32		40	4	106	$ 23,920
6.2	Final Drainage Plans and Report			4			10		16		30	$ 6,120
6.3	Updated Engineer's Estimate			4			8		16		28	$ 5,680
Task 7	**Task 7: Final PS&E (100%) and Bid Support**	**2**	**8**	**22**			**64**		**40**	**4**	**140**	**$ 31,520**
7.1	Final Design Revisions to 100%	2	8	8			46		40	4	108	$ 23,640
7.2	Bid-Ready Package			8			10				18	$ 4,440
7.3	Bidding Phase Assistance (Limited)			4			4				8	$ 2,000
7.4	Design Close-out			2			4				6	$ 1,440
	TOTAL HOURS	**54**	**32**	**184**	**54**	**60**	**578**	**112**	**448**	**74**	**1,596**	
	Subtotal Labor:	**$23,220.00**	**$11,040.00**	**$51,520.00**	**$20,250.00**	**$15,000.00**	**$127,160.00**	**$21,280.00**	**$78,400.00**	**$12,210.00**		**$ 360,080**
	Other Direct Costs											**$ 7,000**
	Travel/Mileage/Outside Printing/Courier Services/Etc.											$ 2,000
	Traffic Data Collection											$ 5,000
	TOTAL COST:											**$ 367,080**

TITLE

Wetlands Restoration Grant Acceptance

RECOMMENDATION

Adopt a Resolution accepting grant funds from the San Francisco Restoration Bay Authority for the American Canyon Wetlands Restoration and Public Access Project (PR26-0100)

CONTACT

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

BACKGROUND & ANALYSIS

The City has been working towards restoring, rehabilitating and providing enhanced recreation access to the Wetlands for over two decades. After Council adopted the Wetlands Restoration Plan ("Plan") in 2024, staff worked with a consulting firm to develop a grant application and submitted it to the San Francisco Bay Restoration Authority ("Authority") in consideration for additional Measure AA Grant funds to begin designing the projects identified in the adopted Plan.

The Authority awards grants for eligible projects consistent with Government Code§ 66704.5, the Authority's Grant Program Guidelines, first adopted in May 2017, and the Authority's San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Measure ("Measure AA"), passed by the California voters in June 2016.

On June 6, 2025, the Authority adopted a resolution awarding a new grant in the amount of $1,200,000 to the City of American Canyon for the for the American Canyon Wetlands Restoration and Public Access Project (PR26-0100) ("the Project".) The Project will include the completion of technical studies, 60% design plans, California Environmental Quality Act documentation, draft permit applications, and public outreach.

The Project, once fully implemented, will restore or enhance over 60 acres of wetlands and associated transitional habitat along the lower Napa River, improve fish passage, improve water quality, raise 1.2 miles of existing Bay Trail out of the floodplain and increase its resilience to future sea level rise, improve public safety for the trail, and build a new Bay Water Trail trailhead and associated facilities.

The Authority requires the governing body of the City American Canyon ("the grantee") certify through a resolution that It accepts the grant award and authorizes the execution by a representative of the grantee of a grant agreement and all grant related paperwork.

It is anticipated the grant agreement will be executed as soon as September 2025 with a request for proposals to be drafted and published shortly thereafter. The timeline to complete the scope of work is anticipated to take 18 months after award of contract is brought to Council.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Outdoors and Recreation: "Expand opportunities for use of outdoor recreation and an active and healthy lifestyle."

FISCAL IMPACT

The project's funding is not included in the current fiscal year CIP budget. Pending the timing of the contract award for the selected professional firm, a budget appropriation may be included in the contract award resolution or made during the mid-year budget adjustment. The total grant award is $1,200,000 with the grant match consisting of City staff time of approximately $300,000 for the life of the project.

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 Measure AA Grant
2. SFBRA Resolution Adopted 06.06.25

RESOLUTION NO. 2025-

A RESOLUTION ACCEPTING GRANT FUNDS FROM THE SAN FRANCISCO BAY RESTORATION AUTHORITY FOR THE AMERICAN CANYON WETLANDS RESTORATION AND PUBLIC ACCESS PROJECT (PR26-0100)

WHEREAS, the City has been working towards restoring, rehabilitating and providing enhanced recreation access to the Wetlands for over two decades. After Council adopted the Wetlands Restoration Plan ("Plan") in 2024, staff worked with a consulting firm to develop a grant application and submitted it to the San Francisco Bay Restoration Authority ("Authority") in consideration for additional Measure AA Grant funds to begin designing the projects identified in the adopted Plan; and

WHEREAS, the Authority awards grants for eligible projects consistent with Government Code§ 66704.5, the Authority's Grant Program Guidelines, first adopted in May 2017, and the Authority's San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Measure ("Measure AA"), passed by the California voters in June 2016; and

WHEREAS, on June 6, 2025, the Authority adopted a resolution awarding a new grant in the amount of $1,200,000 to the City of American Canyon for the for the American Canyon Wetlands Restoration and Public Access Project (PR26-0100) ("the Project".) The Project will include the completion of technical studies, 60% design plans, California Environmental Quality Act documentation, draft permit applications, and public outreach; and

WHEREAS, the Authority requires the governing body of the City of American Canyon ("the grantee") certify through a resolution that it accepts the grant award of $1,200,000 and authorizes the execution by a representative of the grantee of a grant agreement and all grant related paperwork.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby

1. Approves and accepts the award of grant funding from the Authority for the Project; and

2. Acknowledges that it has or will have sufficient funds to complete the Project and to operate and maintain, for the period set forth in the grant agreement, any property acquired or improvements constructed as part of the Project; and

3. Agrees to be bound by all terms and conditions of the Grant Agreement and any other agreement or instrument as may be required by the Authority and as may be necessary to fulfill the terms of the Grant Agreement; and

4. Authorizes the City Manager, or their designee, the Public Works Director to act as a representative of the grantee and to negotiate and execute on behalf of the grantee the Grant Agreement and all other agreements and instruments necessary, including invoices, to complete the Project.

PASSED, APPROVED and **ADOPTED** at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 15th day of July, 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

SAN FRANCISCO BAY RESTORATION AUTHORITY

SAN FRANCISCO BAY RESTORATION AUTHORITY
CERTIFICATION OF ADOPTION OF RESOLUTIONS

I, Paul Johnson, Clerk of the Governing Board, certify that on **June 6, 2025** the San Francisco Bay Restoration Authority Governing Board adopted the following resolutions:

1. American Canyon Wetlands Restoration and Public Access Project Phase II

The San Francisco Bay Restoration Authority hereby authorizes the disbursement of an amount not to exceed one million two hundred thousand dollars ($1,200,000) to the City of American Canyon to complete technical studies, 60% design, California Environmental Quality Act documentation, and draft permit applications, and to conduct public outreach for the American Canyon Wetlands Restoration and Public Access Project Phase II, which will restore or enhance over 60 acres of wetlands and associated transitional habitat along the lower Napa River, improve fish passage, improve water quality, raise 1.2 miles of existing Bay Trail out of the floodplain and increase its resilience to future sea level rise, improve public safety for the trail, and build a new Bay Water Trail trailhead and associated facilities. Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Authority the following:

1. A detailed work program, schedule, and budget.
2. Names and qualifications of any contractors to be employed in carrying out the project.
3. A plan for acknowledgement of Authority funding.

Based on the accompanying staff report and attached exhibits, the San Francisco Bay Restoration Authority hereby finds that:

1. The proposed authorization is consistent with The San Francisco Bay Restoration Authority Act, Gov. Code Sections 66700-66706.
2. The proposed authorization is consistent with The San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Measure (Measure AA).

2. Mcinnis Marsh Beneficial Dredge Sediment Reuse and Tidal Wetlands Restoration

The San Francisco Bay Restoration Authority hereby authorizes the disbursement of an amount not to exceed one million three hundred thousand dollars ($1,300,000) to the County of Marin (“the grantee”) to further preliminary designs, collect data and perform technical studies, prepare CEQA documents, and prepare regulatory permit applications for the McInnis Marsh Beneficial Dredge Sediment Reuse and Tidal Wetlands Restoration Project

("the project"), which will improve future tidal restoration potential of the McInnis Marsh Basin in Marin County by restoring 22 to 30 acres of diked wetlands and the reversal of subsidence across 140 acres of marsh. Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Authority the following:

1. A detailed work program, schedule, and budget.

2. Names and qualifications of any contractors to be employed in carrying out the project.

3. A plan for acknowledgement of Authority funding.

Based on the accompanying staff recommendation and attached exhibits, the San Francisco Bay Restoration Authority hereby finds that:

1. The proposed authorization is consistent with The San Francisco Bay Restoration Authority Act, Government Code Sections 66700-66706.
2. The proposed authorization is consistent with The San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Measure (Measure AA).

3. Martin Luther King Jr. Regional Shoreline Restoration and Flood Management Project

The San Francisco Bay Restoration Authority hereby authorizes the disbursement of an amount not to exceed one million dollars ($1,000,000) to K to College doing business as SupplyBank.org ("grantee") to conduct the Martin Luther King Jr. Regional Shoreline Restoration and Flood Management Project, consisting of conducting feasibility studies and community engagement, developing designs, and preparing permit applications for restoring 25-28 acres of tidal marsh. and other shoreline habitats, updating one mile of Bay Trail, and installing nature-based flood management features at Martin Luther King Jr. Regional Shoreline in Alameda County. Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Authority the following:

1. A detailed work program, schedule, and budget.
2. Names and qualifications of any contractors to be employed in carrying out the project.
3. A plan for acknowledgement of Authority funding.

Based on the accompanying staff recommendation and attached exhibits, the San Francisco Bay Restoration Authority hereby finds that:

1. The proposed authorization is consistent with The San Francisco Bay Restoration Authority Act, Gov. Code Sections 66700-66706.
2. The proposed authorization is consistent with The San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Measure (Measure AA).

4. Community Grant: Southeast San Francisco Shoreline Stewards Project

The San Francisco Bay Restoration Authority hereby authorizes the disbursement of an amount not to exceed three hundred thousand dollars ($300,000) to Literacy for Environmental Justice ("the grantee") from the Authority's Community Grants Program to implement the Southeast San Francisco Shoreline Stewards Project, consisting of shoreline stewardship capacity building, habitat enhancement, climate adaptation planning, and workforce development in San Francisco ("the project"). Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Authority the following:

1. A detailed work program, schedule, and budget.
2. Names and qualifications of any contractors to be employed in carrying out the project.
3. A plan for acknowledgement of Authority funding.
4. Evidence that the grantee has entered into agreements sufficient to enable the grantee to implement, operate, and maintain the project.
5. Evidence that the grantee has all the permits and approvals required to implement the project.

Based on the accompanying staff recommendation and attached exhibits, the San Francisco Bay Restoration Authority hereby finds that:

1. The proposed authorization is consistent with the San Francisco Bay Restoration Authority Act, Government Code Sections 66700-66706.
2. The proposed authorization is consistent with the San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Measure (Measure AA).

5. Healing A Wounded Watershed with the Colma Creek Collective

The San Francisco Bay Restoration Authority hereby authorizes the disbursement of an amount not to exceed two hundred seventy eight thousand six hundred sixty dollars ($278,660) to San Bruno Mountain Watch ("the grantee") to implement the Healing a Wounded Watershed with the Colma Creek Collective Project in San Mateo County, consisting of community-led restoration on approximately one-quarter to one-third acre at the mouth of Colma Creek; hosting restoration education workshops, watershed field trips, and community-based shoreline restoration events; and collecting and distributing historical Colma Creek Watershed information ("the project").

Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Authority the following:

1. A detailed work program, schedule, and budget.
2. Names and qualifications of any contractors to be employed in carrying out the project.
3. A plan for acknowledgement of Authority funding.
4. Evidence that all permits and approvals required to implement the project have been obtained.
5. Evidence that the grantee has entered into agreements sufficient to enable the grantee to implement, operate, and maintain the project.

Based on the accompanying staff recommendation and attached exhibits, the San Francisco Bay Restoration Authority hereby finds that:

1. The proposed authorization is consistent with the San Francisco Bay Restoration Authority Act, Government Code Sections 66700-66706.
2. The proposed authorization is consistent with the San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Measure (Measure AA).

6. Alviso Shoreline Habitat Restoration

The San Francisco Bay Restoration Authority hereby authorizes the disbursement of an amount not to exceed three hundred thirty thousand seven hundred thirty dollars ($330,730) to Grassroots Ecology ("grantee") to restore and enhance two acres of marsh-adjacent upland habitat with a focus on benefits to the burrowing owl and monarch butterfly within the Alviso district of the City of San Jose in Santa Clara County; and, through work with local community groups, to provide training, education, and workforce development as part of conducting the restoration and enhancement. Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Authority the following:

1. A detailed work program, schedule, and budget.
2. Names and qualifications of any contractors to be employed in carrying out the project.
3. A plan for acknowledgement of Authority funding.
4. Evidence that all permits and approvals required to implement the project have been obtained.
5. Evidence that the grantee has entered into agreements sufficient to enable the grantee to implement, operate, and maintain the project.

Based on the accompanying staff recommendation and attached exhibits, the San Francisco Bay Restoration Authority hereby finds that:

1. The proposed authorization is consistent with The San Francisco Bay Restoration Authority Act, Gov. Code Sections 66700-66706.
2. The proposed authorization is consistent with The San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Measure (Measure AA).
3. The Authority independently reviewed and considered the Santa Clara Valley Habitat Plan Final Environmental Impact Report and Environmental Impact Statement ("FEIR/FEIS") for the Santa Clara Valley Habitat Conservation Plan/Natural Community Conservation Plan adopted by the Santa Clara Valley Habitat Agency on August 2012, pursuant to the California Environmental Quality Act (CEQA), and attached to the accompanying staff recommendation as Exhibit 4. The Authority finds that the project falls within the set of covered activities described in the FEIR/FEIS and no significant adverse impacts will result from the project.

Paul Johnson

Paul Johnson, Clerk

San Francisco Bay Restoration Authority

6/9/2025

Date

TITLE

Napa Airport Corporate Center Development Agreement Extension

RECOMMENDATION

Waive first reading, read by title only, and introduce an Ordinance to approve a Development Agreement for a 5-Year extension to the Napa Airport Corporate Center Development Agreement from September 3, 2025, to September 3, 2030, located at the southeast corner of Devlin Road and South Kelly Road APN 057-090-086 (PL25-0008).

CONTACT

Brent Cooper, AICP, Community Development Director

BACKGROUND & ANALYSIS

On August 4, 2020, the City Council approved the Napa Airport Corporate Center Development Agreement (DA)(Ordinance No. 2020-03, Agreement 2020-08, Napa County Document No. 2020-0021130). The DA provides the Owner with a 5-year vested right to develop the NACC "Project Approvals." A copy of the 2020 DA is included as Attachment 1, Exhibit C. A map depicting the location of the NACC project is included as Attachment 2.

The NACC "Project Approvals" include the following entitlements that accommodate up to 193,741 square feet as follows:

1. A Tentative Subdivision Map for subdivision of the Property into five lots, including public road rights-of-way;
2. Conditional Use Permits for Buildings A and B on Lots 1 and 2;
3. Conditional Use Permit and Design Permit for Building E on Lot 4;
4. Conditional Use Permit and Design Permit for Building G on Lot 5. These approvals allowed development of the Property with up to 261,541 square feet of industrial uses (warehouse, distribution, and/or E-commerce with accessory retail/office uses), and allowed the relaxation of certain lot size, front yard setbacks, and side yard landscaping requirements. The City conditioned the approval of the Project on the Owner's agreement to provide public infrastructure and other benefits to the City; and
5. On July 10, 2020, the Owner obtained approvals from the City for modifications of the Conditional Use Permit/Design Permit for Building E and Building G.

Recent Events

On June 12, 2023, G3 Kelly Devlin LLC ("G3") acquired the Napa Airport Corporate Center ("Property") and modified the Project Approvals as follows:

1. On February 19, 2025, the Owner obtained a Minor Modification approval of the Conditional Use Permit /Design Permit for Building E (PL24-0016) and G (PL24-0017).
2. On February 20, 2025, the Owner obtained a Minor Modification approval of the Conditional Use Permit /Design Permit for Building A and B (PL24-0023) and D (PL24-0024).

On March 6, 2025, G3 submitted an application to extend the NACC DA for an additional 10 years to September 3, 2035 (PL25-0008).

On May 12, 2025, the applicant submitted a revised Development Agreement with redline strikeouts to certain parts of the March 6 version. A copy of the revised Development Agreement extension is included as Attachment 3.

On May 22, 2025, the Planning Commission conducted a public hearing and recommends City Council approve six amendments to the Development Agreement extension. Each amendment and the reason for it is described further in the staff report.

What is a Development Agreement?

When a developer plans a large project that will take a long time to complete, or if construction is expected to start several years in the future, the project entitlements (such as Design Permit, Conditional Use Permit, Tentative Parcel Map) may expire before the project begins. When an entitlement expires, the approval is no longer valid, and a new entitlement is required.

Additionally, over time, changes to city zoning rules, fees, or other regulations may take effect before the project starts. While changes to city rules, fees or other regulations are done for the public benefit, the possibility of entitlement expiration and future regulatory changes can create uncertainty for the developer.

A Development Agreement provides the developer with long-term certainty by "locking in" (i.e. "Vesting") the rules and regulations that apply to the project. This means the developer is protected from changes in zoning laws or other regulations that could impact the project's feasibility. However, except in limited situations such as public health and safety, locking in old rules means the project does not adhere to new laws that were implemented for good reasons.

The term (years) that a Development Agreement is effective is subject to negotiation between the City and the Developer. The original NACC DA is effective for 5 years. The proposed extension is for 10 years. As discussed below, staff recommends a 5-year extension. Staff discussed the shorter term with the developer on May 15, 2025, and he stated that he understands our reasons.

In exchange for providing regulatory certainty, and exemption from future rules not yet known, a Development Agreement will include "public benefits." Sometimes, the public benefit is the project itself. Other times, the public benefit includes infrastructure improvements, affordable housing, or community amenities that exceed the City's requirements. The public benefits for each Development Agreement are evaluated on a case-by-case basis at the discretion of the City Council.

State Law requires the developer to submit an annual report to the City explaining how the DA fulfills the terms of the public benefit. The most recent annual report for the 2023 Calendar Year was reviewed by the City Council on May 21, 2024 and is included as Attachment 4.

Justification for the Development Agreement Extension

The applicant's justification for extending the Development Agreement is described in Recital B of the Development Agreement Extension. It states as follows:

Since the approval of the Development Agreement, Developer and its predecessors in interest have been proceeding with the development of the Project in accordance with the requirements of the Development Agreement and the Project Approvals. Developer's progress is detailed in Annual Reports submitted to the City as required by the Development Agreement. Section 3.4 of the Development Agreement expressly states that market conditions could affect the timing of the Project's development. The Parties agree that market conditions, including interest rates, local economic investment related to the wine industry, and industrial building supply, have changed significantly since the execution of the Development Agreement.

Statistically, vacancy for warehouse property in American Canyon has risen ±13%, from ±2% vacancy at the time of current Developer's acquisition (6/12/2023) to 15.7% at the time of this writing, per Costar.com. This increase in vacancy has had a corresponding effect on lease rates, which have declined ±15% during the same time period. Consequently, the current development landscape presents considerable challenges.

As discussed below, extending the Development Agreement also supports several of the City Council's key strategic initiatives.

Proposed Development Agreement

The proposed Development Agreement extension maintains all terms in conditions from the original Development Agreement, except for the following revisions:

- Extends the Development Agreement term by ten years.
- Incorporates the 2025 Minor Modification approvals to Buildings A, B, D, E, and G.
- Deletes a noise mitigation measure (Mitigation Measure MM NOI-1a) because an adjacent residence in unincorporated Napa County purchased by the NACC developer is unoccupied and scheduled for demolition.

NACC Development Agreement Public Benefits

The public benefits from the proposed Development Agreement bring forward and extend the term of the original Development Agreement, and include the following:

1. **Irrevocable offer for Roadway Dedication** : A shown on the approved Tentative Subdivision Map, Owner shall provide to the City:

(1) Irrevocable Offers of Dedication for the right-of-way necessary to accommodate the planned widening of South Kelly Road and the planned improvements to the intersection of South Kelly Road with both Devlin Road and SR 29 as shown on the final approved plans for these improvements; and,

(2) Offers for public utility and public access easements, within thirty (30) days of receiving a notice from the City that approval of the final plans for the construction of the improvements associated with the particular requested right-of-way and easement has been obtained from Caltrans, the City, and all other necessary governmental agencies and that construction of the improvements will proceed within sixty (60) days of the date of the notice.

2 . **Agreement to pay Current City fees:** Pursuant to Section 2.10, Owner has agreed to pay applicable City fees at the rates in existence at the time of the applicable application submittal or permit issuance as required by the terms of such fees.

3. **Project Benefits to City:** The Project will provide additional substantial financial benefits to the City through increased taxes, sales, jobs, business license fees, and other sources.

The public benefits listed above will remain in effect by the amended Development Agreement. The most recent account of public benefit status is included in the 2023 Calendar Year annual report. See Attachment 3.

Planning Commission Proposed Revisions to the Development Agreement

On May 22, 2025, the Planning Commission conducted a public hearing and recommends City Council approve six amendments to the Development Agreement extension. Each amendment and the reason for it is described below:

1. Retain Paragraph D fair share memorandum and Exhibit B. Add a sentence to Paragraph D that states: "The parties further acknowledge that they shall negotiate in good faith to modify the fair share infrastructure costs to better reflect current buildout development demands."

JUSTIFICATION: Several large industrial projects in American Canyon share the cost of infrastructure improvements. However, because the square footage and intended uses of these projects can change over time as they are built out, each project's "fair share" of infrastructure costs may also change. Exhibit B provides a helpful framework for calculating these fair share contributions, but additional discussions are needed among the developers and the City. The staff's proposed

amendment acknowledges that all parties are open to negotiating the fair share obligations.

2. Modify Paragraph F Development Agreement term from September 3, 2035 to September 3, 2030 (5 years instead of 10).

JUSTIFICATION: The original Development Agreement, approved in 2020, granted the NACC project a 5-year vesting period and included a specific Public Benefit. Due to unforeseen circumstances beyond everyone's control, the project and the associated public benefits could not be completed within that timeframe. Extending the Development Agreement for another 5 years to allow delivery of the project with the same public benefit appears reasonable. Additionally, the City is interested in seeing the project completed within the next 5 years. By limiting the vesting period to 5 years rather than 10, the shorter-term extension encourages the developer to move forward with construction sooner than later.

3. Add an Agreement paragraph that states: Article 2 of Ordinance 2020-03 (Vesting Rights and Limitations) shall be modified to reflect the development rights, obligations, terms, and conditions in effect at the time the amended Agreement becomes effective.

JUSTIFICATION: The original 2020 Development Agreement protected the project from being subject to certain new rules and regulations adopted after its approval. The updated Development Agreement will continue to provide this protection, but the proposed clause updates the baseline to the rules and regulations in effect today.

4. Add an Agreement paragraph that states: Developer shall pay applicable fair share infrastructure costs prior to issuance of the first building permit or prior to expiration of the Development Agreement, whichever occurs first.

JUSTIFICATION: The original Development Agreement requires the developer to pay their fair share of infrastructure costs when building permits are issued. Extending the Development Agreement by 5 years allows the developer more time to complete the project, but also delays fair share payments. To prevent indefinite postponement of fair share payments, the revised Development Agreement ensures the payment is made within 5 years - even if no building permits are issued during the Development Agreement term.

5. Add an Agreement paragraph that states: Section 3.3 of Ordinance 2020-03 (Public Benefits) is amended to require the Developer to meet and confer in good faith with the City to implement the roadway dedication (Public Benefits) no later than December 31, 2025.

JUSTIFICATION: The dedication of roadway right-of-way was a key public benefit identified in the 2020 Development Agreement. Although the dedication did not occur during the Agreement's original term, staff is now close to completing the necessary steps to make it happen. To provide assurance that the dedication will occur soon, staff has proposed a deadline at the end of the

calendar year.

6. Add a Recital that states the City has an interest in extending the Development Agreement in the public interest to further City Council Key Initiatives. These include: 1) attract and expand diverse business and employment, 2) improve the transportation network within the City to alleviate congestion; and 3) implement current regulations that demonstrate leadership in environmental sustainability.

JUSTIFICATION: Approving the Development Agreement extension supports several of the City Council's key strategic initiatives. The new recital in the agreement outlines the specific key initiatives that will be advanced through its implementation.

Each of the six recommendations are incorporated into the draft Development Agreement, Attachment 1.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

The fiscal impacts of the Projects were addressed as part of the Tentative Parcel Map, Conditional Use Permits and Development Agreement.

ENVIRONMENTAL REVIEW

The Amended Development Agreement monitoring is categorically exempt from California Environmental Quality Act (CEQA) in accordance with Government Code 15321 – Enforcement Actions by Regulatory Agencies (Class 21). Class 21 applies as an exemption because the Development Agreement is intended to serve as a tool to enforce the Napa Airport Commerce Center Entitlements.

In addition, 1. The City had the 2020 Addendum to the Napa Airport Corporate Center Project Final EIR prepared (the “Addendum") to evaluate the proposed reduction in project square footage, proposed expansion of preserved wetlands on the project site, and implications of the approval of the Development Agreement for the approved project, which was identified in the FEIR as a potential project approval.

2. As set out in the 2020 Addendum, there have been no Project changes, changed circumstances, or new information which would result in new, or substantially more severe, environmental impacts.

3. The environmental impacts of the NACC Project, as anticipated to be modified by minor modifications to the Conditional Use Permits for Lots 4 and 5 and as modified by the approval of the proposed Development Agreement, which would extend the life of the Project Approvals for five

years and require the project owner contribute certain substantial community benefits, were adequately considered in the certified Final EIR as set forth in City Council Resolution No. 2018-85, which adopted findings, a Mitigation Monitoring and Reporting Program, and a statement of overriding considerations for the NACC Project.

4. Based on its own independent review, consideration, and exercise of its independent judgment, the Planning Commission hereby finds and determines on the basis of substantial evidence in the entire record before the City that none of the circumstances necessitating further environmental review under CEQA and the CEQA Guidelines are present for the reasons set forth in the Addendum and the Final EIR. A copy of the addendum is included as Attachment 1, Exhibit B.

ATTACHMENTS:

1. NACC DA Extension Ordinance
1. Exhibit A PC Recommended Development Agreement 2025.06.17
1. Exhibit B CEQA Addendum Analysis for DA
1. Exhibit C NACC DA ORDINANCE 2020-03
2. NACC Project Location
3. Applicant Proposed Development Agreement Extension 2025-05-12
4. 2023 NACC DA Annual Report Final

ORDINANCE NO. 2025-XX

AN ORDINANCE APPROVING A FIVE-YEAR EXTENSION TO THE NAPA AIRPORT COMMERCE CENTER DEVELOPMENT AGREEMENT FROM SEPTEMBER 3, 2025, TO SEPTEMBER 3, 2030 LOCATED AT THE SOUTHEAST CORNER OF DEVLIN ROAD AND SOUTH KELLY ROAD, APN 057-090-086 (FILE NO. PL25-0008)

WHEREAS, the Development Agreement Law (Gov. Code § 65864 et seq.) authorizes the City of American Canyon ("City") to enter into agreements for the development of real property with any party having a legal or equitable interest in such property to establish certain development rights in such property for their mutual benefit in a manner not otherwise available to the contracting parties. Such agreements can assure property owners that they may proceed with projects as approved by the City and that those approvals will not be modified (consistent with the legal principles of vesting) during the period covered by said agreements. The City is equally assured that elements of the project with peculiar and specific public interests are achieved and that its local land use policies are advanced; and

WHEREAS, the City has enacted Municipal Code Title 19, Chapter 19.47 to implement Government Code section 65865(c), establishing the procedures and requirements for the consideration of development agreements to carry out the City's planning policies; and

WHEREAS, on March 6, 2025, G3 Kelly Devlin, LLC, filed a Development Agreement Amendment application (File No. PL25-0008) to extend the Napa Airport Commerce Center (NACC) Development Agreement (DA) by ten years from September 3, 2025, to September 3, 2035; and

WHEREAS, the NACC Project consists of five (5) industrial buildings of approximately 284,540 square feet on a 30.28-acre site in the Napa County Industrial Area Specific Plan (NCAISP); and

WHEREAS, on July 31, 2018, the City Council certified an environmental impact report (SCH #201412205) with overriding considerations and a mitigation monitoring and reporting program for the NACC project (File No. PL14-0035 / Resolution 2018-85); and

WHEREAS, on July 31, 2018, the City Council approved NACC Tentative Subdivision Map to subdivide the project site into five sites (File No. PL14-0019 / Resolution 2018-86); and

WHEREAS, on July 31, 2018, the City Council approved the NACC Buildings A and B Conditional Use Permit (File No. PL14-0020/ Resolution 2018-87); and

WHEREAS, on July 31, 2018, the City Council approved the NACC Building E Design Permit and Conditional Use Permit (File No. PL14-0022 / Resolution 2018-88); and

WHEREAS, on July 31, 2018, the City Council approved the NACC Building G Design Permit and Conditional Use Permit (File No. PL14-0023 / Resolution 2018-89); and

WHEREAS, on July 31, 2018, the City Council conducted a duly noticed public hearing to evaluate the NACC Project and consider certification of the NACC Project Final Environmental Impact Report ("Final EIR"; State Clearinghouse No. 2014122005) and heard all public speakers and considered written materials in the record, including the staff report, and oral testimony given at the hearing; and

WHEREAS, on July 31, 2018 the City Council certified the Final EIR as adequate to address environmental impacts associated with the NACC Project, pursuant to the requirements of the California Environmental Quality Act ("CEQA"; Pub. Res. Code Sections 21000, *et seq*.) and the CEQA Guidelines (Cal. Code Regs, Title 14, Section 15000, *et seq*.), adopted a Statement of Overriding Considerations for the project, and adopted the Mitigation Monitoring and Reporting Program, based on all of the evidence in the record and presented at the hearing, as set forth in City Council Resolution 2018-85; and approved the Project Approvals by adopting City Council Resolutions 2018-86, 2018-87, 2018-88, and 2018-89; and

WHEREAS, the City caused the 2020 Addendum to the Napa Airport Corporate Center Project Final EIR (the "Addendum"), included and incorporated by reference in this Resolution as Exhibit B, to evaluate the proposed reduced project square footage, proposed expansion of the preserved wetlands on the project site, and whether approval of the proposed Development Agreement had the potential to present any significantly increased or new impacts over the project impacts evaluated and identified in the Final EIR or whether there was any new information of substantial importance, which was not known and could not have been known at the time the Final EIR was certified as complete, that would require additional environmental review pursuant to Public Resources Code Section 21166 and the CEQA Guidelines Sections 15162-15164; and

WHEREAS, on August 4, 2020, the City Council approved a Development Agreement to extend the NACC project approvals for five years (File No. PL20-0019, Ordinance 2020-03, Napa County Document No. 2020-0021130); and

WHEREAS, on September 3, 2020, the NACC DA was signed as Exhibit C, and the NACC project approvals are scheduled to expire on September 3, 2025; and

WHEREAS, on February 19, 2025, the Owner obtain approvals from the City for a Minor Modification of the Conditional Use Permit /Design Permit for Building E (PL24-0016) and G (PL24-0017); and

WHEREAS, on February 20, 2025, the Owner obtain approvals from the City for a Minor Modification of the Conditional Use Permit /Design Permit for Building A and B (PL24-0023) and D (PL24-0024); and

WHEREAS, on March 6, 2025, G3 Kelly Devlin LLC ("G3") submitted an application to extend the NACC DA for an additional 10 years; and

WHEREAS, on May 12, 2025, G3 Kelly Devlin LLC ("G3") submitted a revised application to extend the NACC DA for an additional 10 years; and

WHEREAS, on April 24, 2025 and May 22, 2025, the City of American Canyon Planning Commission conducted a duly-noticed public hearing on the subject application and considered all of the written and oral testimony presented at the public hearing prior to recommending City Council approval; and

WHEREAS, a duly-noticed public hearing was held by the City of American Canyon City Council on July 15, 2025 on the subject application, at which time all those in attendance were given the opportunity to speak on this proposal and to submit comments; and

WHEREAS, the City Council considered all of the written and oral testimony presented at the public hearing in making its decision on July 15, 2025; and

NOW THEREFORE BE IT ORDAINED that the City Council of the City of American Canyon makes all the required findings to determine that no further environmental review is necessary and approve the

Development Agreement Extension Amendment, included as Exhibit A to this Resolution and the following amendments:

1. Retain Paragraph D fair share memorandum discussion and Exhibit B of the draft amended Development Agreement and add a sentence that states: "*The parties further acknowledge that they shall negotiate in good faith to modify the fair share infrastructure costs to better reflect current buildout development demands*."
2. Modify Paragraph F Development Agreement term from September 3, 2035 to September 3, 2030 (5 years instead of 10).
3. Add an Agreement paragraph that states: Article 2 of Ordinance 2020-03 (Vesting Rights and Limitations) shall be modified to reflect the development rights, obligations, terms, and conditions in effect at the time the amended Agreement becomes effective.
4. Add an Agreement paragraph that states: Developer shall pay applicable fair share infrastructure costs prior to issuance of the first building permit or prior to expiration of the Development Agreement, whichever occurs first.
5. Add an Agreement paragraph that states: Section 3.3 of Ordinance 2020-03 (Public Benefits) is amended to require the Developer to meet and confer in good faith with the City to implement the roadway dedication (Public Benefits) no later than December 31, 2025.
6. Add a Recital that states the City has an interest in extending the Development Agreement in the public interest to further City Council Key Initiatives to attract and expand diverse business and employment, improve the transportation network within the City to alleviate congestion, and implement current regulations that demonstrate leadership in environmental sustainability.

SECTION 1: Findings Regarding Environmental Review pursuant to the California Environmental Quality Act (CEQA)

1. The City had the 2020 Addendum to the Napa Airport Corporate Center Project Final EIR prepared (the "Addendum") to evaluate the proposed reduction in project square footage, proposed expansion of preserved wetlands on the project site, and implications of the approval of the Development Agreement for the approved project, which was identified in the FEIR as a potential project approval.
2. As set out in the 2020 Addendum, there have been no Project changes, changed circumstances, or new information which would result in new, or substantially more severe, environmental impacts.
3. The environmental impacts of the NACC Project, as modified by minor modifications to the Conditional Use Permits for Lots 4 and 5 and as modified by the approval of the proposed Development Agreement, which would extend the life of the Project Approvals for five years and require the project owner contribute certain substantial community benefits, were adequately considered in the certified Final EIR as set forth in City Council Resolution No. 2018-85, which adopted findings, a Mitigation Monitoring and Reporting Program, and a statement of overriding considerations for the NACC Project.
4. Based on its own independent review, consideration, and exercise of its independent judgment, the Planning Commission hereby finds and determines on the basis of substantial evidence in the entire record before the City that none of the circumstances necessitating further environmental review under CEQA and the CEQA Guidelines are present for the reasons set forth in the Addendum and the Final EIR.

SECTION 2: Findings to Approve the Development Agreement in accordance with American Canyon Municipal Code Section 19.47.080

1. The proposal for which the Development Agreement is requested conforms with the maps and policies of the general plan and any applicable specific, community, or area plans because: When approving the Project Approvals in 2018, the City Council found the NACC Project consistent with the City's General Plan and the Napa County Napa Valley Business Park Specific Plan, which applies to the subject property. The Development Agreement did not change the project as it was approved in 2018, and the subsequent minor modifications did not find additional environmental impacts that exceeded the impacts identified in the Final EIR. The Development Agreement Amendment extends the time period within which the Project Approvals may be exercised by five years.
2. The proposal for which the development agreement is requested complies with the requirements of California Government Code Sections 65865 through 65869.5, and any other applicable state law, because: The property that will be subject to the Development Agreement is located within the municipal boundaries of the City; and the Development Agreement will be between the City and the owner of the property.
3. The proposal for which the development agreement is requested is consistent with the zoning ordinance and all applicable codes and ordinances because: When approving the Project Approvals in 2018, the City Council found the NACC project consistent with the Zoning Ordinance; the other goals and purposes for which Municipal Code Title 19, Chapter 19.47 was enacted by the City and the City's other applicable codes and ordinances. The subsequent minor modifications from 2020 and 2025 were also found in compliance with the City's Municipal Code Title 19, Chapter 19.47.
4. The proposal for which the Development Agreement is requested will not be detrimental to or cause adverse effects on adjacent property owners, residents, or the general public because: The City Council made findings when approving the Project Approvals that the proposed development would not be detrimental to or cause adverse effects on adjacent property owners, residents, or the general public, and the extension of time within which the property owner may exercise the Project Approvals will not cause adverse effects.
5. The proposal for which the Development Agreement is requested provides clear and substantial benefit to the residents of the city because: Approval of the proposed Development Agreement Amendment would extend the Project Approvals for five additional years. The extension would eliminate uncertainty in the City's land use planning for the project site and its vicinity, and will provide for orderly growth and development consistent with the City's General Plan, the Napa Valley Business Park Specific Plan and other policies and programs; will provide critical public benefits; and will otherwise achieve the goals and purposes for which Municipal Code Title 19, Chapter 19.47 was enacted by the City.

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

SECTION 4. **SEVERABILITY**. If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

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

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of American Canyon, State of California, held on the 15th day of July, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of American Canyon, State of California, held on the _____day of _____, 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

EXHIBITS:
A. 2025 Development Agreement Amendment
B. 2020 Addendum to the NACC Project Final EIR
C. 2020 NACC Development Agreement

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

City of American Canyon
4381 Broadway Street, Suite 201
American Canyon, California 94503
Attn: City Clerk

Record Without Fee
Pursuant to Government Code
Section 27383

Space Above Reserved for Recorder's Use Only

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF AMERICAN CANYON

AND

G3 KELLY DEVLIN LLC

Effective Date: _____, 2025

FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF AMERICAN CANYON
AND G3 KELLY DEVLIN LLC

This First Amendment to Development Agreement ("**First Amendment**"), dated as of the Effective Date set forth above, is entered into by and between the City of American Canyon, a California municipal corporation, ("**City**") and G3 Kelly Devlin LLC, a California limited liability company ("**Developer**"). City and Developer may be referred to individually in this First Amendment as "**Party**" or collectively as "**Parties**."

RECITALS

A. City entered into a Development Agreement with an effective date of September 3, 2020, and recorded in the Official Records of Napa County as Document No. 2020-0021130 (the "**Development Agreement**"), providing for the development and use of that certain property located described in Exhibit A attached hereto and incorporated herein (the "**Property**") consistent with the Tentative Subdivision Map approved in City Council Resolution No. 2019-86 and the Conditional Use Permits and Design Permits approved in City Council Resolution No. 2018-87, City Council Resolution No. 2018-88, and City Council Resolution No. 2018-89, Minor Modification No. PL20-0l6, and Minor Modification No. PL20-017 as more particularly described in the Development Agreement (the "**Project**").

B. Since the approval of the Development Agreement, Developer and its predecessors in interest have been proceeding with the development of the Project in accordance with the requirements of the Development Agreement and the Project Approvals. Developer's progress is detailed in Annual Reports submitted to the City as required by the Development Agreement. Section 3.4 of the Development Agreement expressly states that market conditions could affect the timing of the Project's development. The Parties agree that market conditions, including interest rates, local economic investment related to the wine industry, and industrial building supply, have changed significantly since the execution of the Development Agreement. Statistically, vacancy for warehouse property in American Canyon has risen ±13%, from ±2% vacancy at the time of current Developer's acquisition (6/12/2023) to 15.7% at the time of this writing, per Costar.com. This increase in vacancy has had a corresponding effect on lease rates, which have declined ±15% during the same time period. Consequently, the current development landscape presents considerable challenges.

C. Following the approval of the Development Agreement, the Developer acquired the adjacent industrially zoned parcel, commonly known as Assessor's Parcel Number 057-090-027, which was previously developed with a single-family residence. Because the single-family residence has been demolished, the sound barrier required by Mitigation Measure MM NOI-1a of

the Mitigation Measure and Reporting Program (MMRP) contained in the Project Approvals is no longer necessary to mitigate a significant impact.

D. The Parties wish to document a memorandum dated February 1, 2023 (Exhibit B attached hereto) from William Ross, City Attorney regarding Fair Share Improvement Costs for the Napa Airport Corporate Center Project. Exhibit B shall remain in full force and effect and supersedes Mitigation Measure MM-TRANS-1d of the Development Agreement. The parties further acknowledge that they shall negotiate in good faith to modify the fair share infrastructure costs to better reflect current buildout development demands.

E. The Parties wish to document approved Minor Modifications PL24-016 (Exhibit C attached hereto), PL24-0017 (Exhibit D attached hereto), PL24-0023 (Exhibit E attached hereto) and PL24-0024 (Exhibit F) as Subsequent Approvals and part of the Project as defined by the Development Agreement.

F. The Development Agreement's Term expires September 3, 2025. City and Developer desire to amend Development Agreement's Term as provided in this First Amendment.

AGREEMENT

1. Incorporation of Recitals. The Parties agree that the above recitals are true and correct and are incorporated herein by reference.

2. Amendment to Section 1.5. Section 1.5 of the Development Agreement is hereby amended and restated in its entirety to read as follows:

> "1.5. Term of the Development Agreement. This Agreement shall commence on the Effective Date and shall continue in full force and effect until September 3, 2030 unless extended or terminated as provided herein ("Term"). Development moratoriums initiated by the City shall not apply to this Project. Following the expiration of this Term or extension thereof, this Agreement shall have no force and effect. The Term of this Agreement any subdivision map, Project Approvals or Subsequent Approvals shall not include any period of time during which a lawsuit involving the approval of this Agreement or any such subdivision maps, Project Approvals or Subsequent Approvals is pending, including actions brought pursuant to CEQA."

3. Vesting Rights and Limitations. Article 2 of Ordinance 2020-03 shall be modified to reflect the development rights, obligations, terms, and conditions in effect at the time the amended Agreement becomes effective.

4. Fair Share Payment Timing. Developer shall pay applicable fair share infrastructure costs prior to issuance of the first building permit or prior to expiration of the Development Agreement, whichever occurs first.

5. Public Benefits Timing. Section 3.3 of Ordinance 2020-03 (Public Benefits) is amended to require the Developer to meet and confer in good faith with the City to implement the roadway dedication (Public Benefits) no later than December 31, 2025.

6. Addition of Exhibit J, Exhibit K, Exhibit L, Exhibit M, and Exhibit N. Exhibit J, Exhibit K, Exhibit L, Exhibit M, and Exhibit N to the Development Agreement is hereby added to incorporate the Subsequent Approval as attached to this First Amendment as Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F and incorporated herein by this reference. Except as specifically modified or amended by Exhibit B, Exhibit C, Exhibit D, Exhibit E, or Exhibit F to this First Amendment, the Project Approvals as defined in the Development Agreement shall remain in full force and effect.

7. Exhibits. The following exhibits are attached to this First Amendment and are hereby incorporated herein by this reference for all purposes as if set forth herein in full:

Exhibit A: Property Description

Exhibit B: William D. Ross Memorandum, dated February 1, 2023

Exhibit C: Subsequent Approval Minor Modification PL24-0016

Exhibit D: Subsequent Approval Minor Modification PL24-0017

Exhibit E: Subsequent Approval Minor Modification PL24-0023

Exhibit F: Subsequent Approval Minor Modification PL24-0024

8. Mitigation Measure MM NOI-1a is deleted from the Project Approvals.

9. Except as modified by this First Amendment, all terms and conditions of the Development Agreement remain unchanged and are in full force and effect.

10. This First Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

[**Signatures on Following Page**]

IN WITNESS WHEREOF, the City and Developer have executed this Agreement as of the Effective Date.

CITY:

CITY OF AMERICAN CANYON, a municipal corporation

By: _____
Jason B. Holley, City Manager
[Signature must be notarized]

ATTEST:

By: _____
Taresa Geilfuss, CMC, City Clerk

APPROVED AS TO FORM:

By: _____
William D. Ross, City Attorney

DEVELOPER:

G3 KELLY DEVLIN LLC, a California limited liability company

By: _____
Tom Cook,
President & CEO
[Signature must be notarized]

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

_____
Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

_____
Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

EXHIBIT A

Legal Description for the Property

[Attached behind this cover page]

EXHIBIT A

LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING

4042-20-2
July 10, 2020

LEGAL DESCRIPTION

The land referred to herein below is situated in the City of American Canyon, County of Napa, State of California, and is described as follows:

Parcel One:

All those portions of Parcel One and Parcel Three described in the Grant Deed from Napa Airport Corporate Centre, LLC, a California Limited Liability Company, to Napa Airport Corporate Center I, LLC, a Delaware Limited Liability Company, recorded April 30, 2013 as Series Number 2013 0012480 in Official Records of Napa County, California, which lies Easterly of the Easterly lines of the strips of land described as Exhibit "A-1" and Exhibit "B-1" in the Grant Deed from Napa Airport Corporate Centre I, LLC, a Delaware Limited Liability Company, to the City of American Canyon recorded December 19, 2013 as Series Number 2013 0034595 in Official Records of Napa County, California and said portions being more particularly described as a whole as follows:

BEGINNING at the Northeast corner of the strip of land described as Exhibit "A-1" in the Grant Deed from Napa Airport Corporate Centre I, LLC, a Delaware Limited Liability Company, to the City of American Canyon recorded December 19, 2013 as Series Number 2013 0034595 in Official Records of Napa County, said Northeast corner also being an angle point in the West line of Parcel Three described in the Grant Deed from Napa Airport Corporate Centre, LLC, a California Limited Liability Company, to Napa Airport Corporate Centre I, LLC, a Delaware Limited Liability Company, recorded April 30, 2013 as Series Number 2013 0012480 in Official Records of Napa County and running; thence, along said West line, North 8° 41' 54" West, 65.93 feet to the Northwest corner of said Parcel Three; thence, running along the North line of said Parcel Three the following eight (8) courses:

1) North 66° 32' 25" East, 117.18 feet; thence to the beginning of a curve concave to the Northwest and having a radius of 1000.03 feet; thence

2) Northeasterly along said curve, through a central angle of 12° 48' 50" 223.65 feet; thence

3) North 53° 43' 35" East, 376.67 feet to the beginning of a curve concave to the Southeast and having a radius of 250.01 feet; thence

4) Northeasterly along said curve, through a central angle of 33° 41' 24" 147.01 feet; thence

5) North 87° 24' 59" East, 28.02 feet; thence

6) South 2° 17' 26" East, 47.50 feet to the Southern line of the 0.16 acre parcel of land described in Exhibit "B" of the Grant Deed recorded as Series Number 1993 37831 in Official Records of Napa County; thence along said Southern line and continuing along said North line

Order: 01007392
Doc: CANAPA:2020 00021130
Page 31 of 275
Requested By: thurlpankey, Printed: 2/24/2023 10:34 AM

7) South 84° 09' 38" East, 35.36 feet; thence

8) South 63° 40' 42" East, 31.32 feet to the Northeast corner of said Parcel Three; thence leaving said North line and said Southern line and running along the East line of said Parcel Three the following six (6) courses;

1) South 2° 20' 56" East, 11.59 feet to the beginning of a curve concave to the West and having a radius of 9,910.30 feet; thence

2) Southerly along said curve through a central angle of 2° 16' 34" 393.69 feet; thence

3) North 89° 15' 21" West 411.57; thence

4) South 00° 44' 39" West, 208.01 feet; thence

5) South 89° 15' 21" East, 208.01 feet; thence

6) South 00° 44' 39" West, 376.75 feet to the most Eastern corner of Parcel One also described in said Grant Deed from Napa Airport Corporate Centre, LLC to Napa Airport Corporate Centre I, LLC recorded April 30, 2013 as Series Number 2013 0012480 in Official Records of Napa County; thence, leaving said East line and running along the East line of said Parcel One the following four (4) courses:

1) South 00° 44' 39" West, 83.56 feet; thence

2) South 17° 13' 14" West, 302.38 feet; thence

3) South 28° 24' 54" East, 124.42 feet; thence

4) South 00° 45' 09" West, 582.09 feet to the Southeast corner of said Parcel One; thence, along the South line of said Parcel One, North 89° 18' 46" West, 960.82 feet, more or less, to the Southwest corner of said Parcel One; thence, along the Westerly line of said Parcel One, North 28° 53' 55" West, 189.29 feet to the Southeast East corner of said strip of land described as Exhibit "B-1"; thence, along the East line of said strip of land the following twelve (12) courses:

1) North 61° 06' 05" East, 70.00 feet; thence

2) North 28° 53' 55" West, 10.00 feet; thence

3) North 61° 06' 05" East, 141.01 feet to the beginning of a curve concave Northwesterly and having a radius of 330.00 feet; thence

4) Northeasterly along said curve, through a central angle of 16° 26' 51" 94.73 feet to the beginning of a compound curve concave northwesterly and having a radius of 775.00 feet; thence

5) Northeasterly along said curve, through a central angle of 28° 33' 08" 386.21 feet; thence

6) North 43° 52' 07" East, 10.88 feet to the beginning of a non-tangent curve concave Westerly and having a radius of 500.00 feet and a radius point which bears North 76° 44' 37" West; thence

7) Northerly along said curve, through a central angle of 8° 13' 40" 71.80 feet; thence

8) North 5° 01' 43" East, 85.60 feet; thence

9) North 84° 58' 17" West, 5.50 feet; thence

10) North 5° 01' 43" East, 230.00 feet; thence

11) North 84° 58' 17" West, 9.50 feet; thence

12) North 5° 01' 43" East, 43.24 feet to the South line of said strip of land described as Exhibit "A-1"; thence, along said South line, South 84° 57' 52" East, 0.05 feet to the Southeast corner of said strip of land; thence, along the East line of last said strip of land the following three (3) courses:

1) North 5° 01' 43" East, 136.86 feet to the beginning of a curve concave Westerly and having a radius of 1034.07 feet; thence

2) Northerly along said curve, through a central angle of 13° 38' 08" 246.09 feet; thence

3) North 8° 36' 25" West, 128.32 feet to the point of beginning.

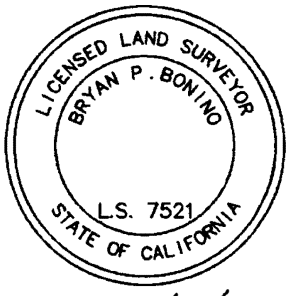
Parcel Two:

A non-exclusive easement as granted in the document recorded December 15, 1999 as Serial Number 1999-0037947 of Official Records, 20 feet wide for installation, maintenance, repair, replacement and appurtenances for a waterline, the Eastern line which is described as follows:

Commencing at a point on the West line of State Highway 29, (Napa-Vallejo Highway) said point being the northeasterly corner of the parcel of land as described in the Deed to Phyllis Farr, trustee for AEN One Associates, et al, recorded July 16, 1998 under Series No. 1998-20168,

Napa County Records; thence, from said point of commencement South 02° 29' 35" East along the Western line of said State Highway 29 for a distance of 500.00 feet.

The above described easement is for ingress and egress from South Kelly Road to the pipeline described in the Draughon Indenture dated November 25, 1927 and recorded in Book 36 of Official Records, page 192.



7/10/20

Bryan P. Bonino **Date**

EXHIBIT B

WILLIAM D. ROSS MEMORANDUM DATED FEBRUARY 1, 2023

[Attached behind this cover page]

EXHIBIT B

DATE: February 1, 2023

TO: Michael Kelley
Steve Beauchamp

FROM: William D. Ross, City Attorney
Edison C. Bisnar, Jr. PE, Engineer III, Public Works Department

RE: Fair Share Improvement Costs for the Napa Airport Corporate Center Project

---

This memorandum documents the fair share infrastructure payments owed by the Napa Airport Corporate Center (the "Project") under its conditions of approval. As detailed below, the Project's total fair share obligation is **$395,833.91**, representing 5% of total cost of the required roadway and sewer improvements. Payment of this amount to the City of American Canyon ("City") will fully satisfy the Project's fair share obligations and applicable conditions of approval.

Fair-Share Requirement for Roadway and Sewer Improvements

On July 31, 2018, the City granted approvals for the Project, including a tentative subdivision map (Resolution No. 2018-86) and design permits and conditional use permits (City Resolution Nos. 2018-87, 2018-88, 2018-89) ("Approvals").

The conditions of approval reflect that another development, the Napa Logistics Park Phase 2 Project ("NLP"), was proposing to install: (1) roadway improvements at South Kelly Road between SR-29 and Devlin Road; and (2): sewer improvements to replace the existing Green Island Pump Station. The conditions of approval require the Project to reimburse the City and/or NLP for the Project's fair share of the cost of the roadway and sewer improvements, based on its proportional contribution to traffic and sewer flow. (Resolution No. 2018-86, COA 39; Resolution No. 2018-87, COA 53 & 54; Resolution No. 2018-88, COA 66 & 67; Resolution No. 2018-89, COA 66 & 67.)

Modifications to Roadway Improvements

The NLP developer subsequently proposed to modify the original roadway improvements, based upon actual land uses, development square footage, and trip generation, and updated transportation plans for the SR-29 corridor.

On August 2, 2022, the City Council approved modifications to the roadway improvements required for both NLP and the Project. The City's approval is documented in the "Termination of Amended and Restated Improvement Agreement and First Amendment to Subdivision Improvement and Reimbursement Agreement," by and between the City and DWF IV NLP II, LLC. The modified roadway improvements, as shown on the approved plans, consist of:

1. At the intersection of SR-29 at South Kelly Road:
   -Southbound approach: construct 1 new right-turn lane
   -Eastbound approach: replace existing left-turn lane and through-right lane with 1 new left-turn lane, 1 new left-through lane, and 1 new right-turn lane;

2. At the intersection of South Kelly Road and Devlin Road:
   -Westbound approach: construct 1 new left-turn lane; and,

3. South Kelly Road, between Devlin Road and SR-29 intersections:
   -Westbound lane: construct new 2nd westbound lane
   -Center Lane: construct 1 new two-way left-turn lane.

The City approved an Initial Study/Addendum prepared by First Carbon Solutions, dated July 2022, which determined that the modified roadway improvements did not have any potential for new or more severe significant environmental impacts beyond what had already been identified and evaluated in the NLP Environmental Impact Report.

As noted above, the Project Approvals require the Project to pay its fair share of the roadway improvements *as proposed by NLP*. Therefore, NLP's modified roadway improvements are incorporated automatically into the Project Approvals, and are now the basis for the required fair share payment. In addition, City staff have authority to approve "minor changes" to the Project and its conditions of approval, provided the changes substantially comply with earlier approvals, comply with development standards, and do not materially affect adjacent private or public property. (*See, e.g.*, Reso. 2018-87, COA 2.) City staff have determined that updating the Project Approvals to reflect the modified roadway improvements constitutes a minor change, given that the City Council has already approved the modified roadway improvements, and that the actual construction of those improvements is not an obligation of the Project. For these reasons, no further approval is needed to substitute the modified roadway improvements into the Project Approvals, including for purposes of calculating fair share payments.

Fair Share Calculations

The City has prepared and approved fair share calculations for the road and sewer improvements, which are attached as Exhibit A. As shown in these calculations, the Project's fair share obligation is 5% for both the modified roadway improvements and the sewer improvements.

The total cost of the roadway improvements is $1,206,450.75 and the total cost of the sewer improvements is $6,710,227.41, as documented in the engineer's estimates and final costs on file with the City.

Therefore, the Project's fair share obligation is $60,322.54 for the roadway improvements and $335,511.37 for the sewer improvements, for a total obligation of **$395,833.91**. Payment of this amount to the City will fully satisfy the Project's fair share obligations and applicable conditions of approval.

Enclosure: Fair Share Calculations

Development Cost Share Split

Development	Trip Generation	% Trips	Sewer Demand (gpd)	% Sewer	Average New Project Demands	DA Cost Share 17%
Giovannoni	3888	0.66	29000	0.74	0.70	**12%**
NACC	2020	0.34	10000	0.26	0.30	**5%**

Cost of Sewer Improvement as of 1-4-23: $6,710,227.41

Cost of Road Improvements: $1,206,450.75

NACC Fair Share
Sewer Improvements = $335,511.37
Road Improvements = $60,322.54

EXHIBIT C

SUBSEQUENT APPROVAL – MINOR MODIFICATION PL24-0016

[Attached behind this cover page]

EXHIBIT C

CITY OF AMERICAN CANYON
COMMUNITY DEVELOPMENT DEPARTMENT

Sent by Email to:
Steven Lay, stevenlay@g3enterprises.com
Jeff Leonhardt, jleonhardt@rmw.com
Paymon Fardanesh, pay@lmce.net

February 19, 2025

Steven Lay
G3 Enterprises
502 E Whitmore Ave
Modesto, CA 95358

Subject: Approval of the NACC Building E Minor Modification (AA2025-02/PL24-0016) at 920 Devlin Road, APN 057-090-086

Dear Steven Lay:

I am pleased to inform you that the Napa Airport Commerce Center (NACC) Minor Modification (PL24-0016) at 920 Devlin Rd, APN 057-090-086, is approved with conditions. The Napa Airport Commerce Center (NACC) site consists of five industrial buildings of approximately 284,540 SF on a 30.28-acre site in the Napa County Airport Industrial Area Specific Plan (NCAIASP). The Building E Modification consists of the following:

a. Modifies the dock layout.
b. Reduces the number of truck docks from 7 to 6.
c. Reduce the number of parking stalls from 82 to 68.
d. Add 13 trailer stalls to the north side.
e. Increases the building size from 52,956 SF to 54,210 SF (approximately 2.4% increase)
f. Changes to exterior elevations
g. Modifies the landscape plans

The goal of the changes is to increase the size of the building, develop more efficient vehicle circulation, and modernize the building facades.

In accordance with ACMC Section 19.45.030(D), approval of a minor modification must meet the following four findings.

1. The modification is in substantial conformity with the previously approved plan or permit, or if the change is substantive, that the revised project is equivalent to the original project design concept in terms of consistency with city design and development standards and policies.

The proposed modification changes the site parking layout, increases the building size by 2.4%, and changes the exterior facades. The orientation and use classification of the building remains the same. The project is in substantial conformance of the original project (PL14-0022) and the previous minor modification (PL20-0016).

2. The modification will not create impacts substantially different from those of the previously approved project.

The original project consisted of a 67,547 SF building with 98 parking spaces. In July 2020, the City approved a Minor Modification (PL20-0016) to the project and reduced the building to 52956 SF and reduced the parking spaces to a total of 82. The current modification proposes a 54,210 SF building with 68 parking spaces, which still has a smaller building and less parking spaces than the original approval. The modification will not create impacts substantially different from the approved project.

3. The granting of the modification will not be materially detrimental to the public health, safety, or welfare, or to property or residents in the vicinity.

The modification is a reduction in scale for the approved design. There are no indications of detrimental effects to people or property in the vicinity.

4. The proposed modification is consistent with the policies and exhibits contained in the general plan.

The modification is consistent with the general plan because the changes to the building size and parking spaces meet the design criteria for height, bulk, and lot coverage. The modified building size does not visually conflict with the character of the surrounding industrial business area. The updated architectural facades provide a modern look to the building, which will be consistent with the five buildings proposed in the NACC site.

Conditions of Approval

General

1. The applicant shall defend, indemnify, and hold harmless the City of American Canyon ("City"), its elected officials, officers, employees, attorneys, representatives, boards, commissions, consultants, volunteers and agents from and against all claims, actions, including actions to arbitrate or mediate, damages, losses, judgments, liabilities, expenses and other costs, or proceedings against the City, its elected officials, officers, employees, attorneys, representatives, boards, commissions, volunteers, or agents to attack, modify, set aside, void, or annul an approval, conditional approval, permit, entitlement, environmental document, environmental clearance, mitigation plan, or any other document or any of the proceedings, acts, or determinations taken, done, or made prior to granting of such approval, conditional approval, permit, entitlement, environmental clearance, environmental document, mitigation plan, or other documents, by the City, including, without limitation, an action against an advisory agency, appeal board, or legislative body within the applicable limitation period.

The obligation to defend, indemnify and hold the City harmless shall include the payment of all legal costs and attorney's fees (including a third party award of attorney's fees), arising out of, resulting from, or in connection with the City's act or acts leading up to and including approval of any environmental document or mitigation plan granting approvals to the applicant, incurred on behalf of, or by, the City, its elected officials, officers, employees, representatives, attorneys, boards, commissions, volunteers and agents in connection with the defense of any claim, action, or proceeding challenging the entire or a portion of an approval, conditional approval, permit, entitlement or any other document of any related claim.

The obligation to defend, indemnify, and hold the City harmless shall include, but not be limited to, the cost of preparation of any administrative record by the City, staff time, copying costs, court costs, or attorney's fees arising out of a suit or challenge contesting the adequacy of a permit, approval, conditional approval, entitlement, environmental document, mitigation plan, environmental clearance, or any other document or approval related to the applicant's project.

The City will promptly notify the applicant of any claim, action, or proceeding and will cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim, action, or proceeding, or the City fails to cooperate fully in the defense, the applicant shall not be responsible to defend, indemnify, or hold harmless the City.

In the event a legal challenge to a City permit, approval, conditional approval, environmental document, environmental clearance, mitigation plan, entitlement or any other document, proceeding, determination, or action related to the applicant's project is successful, and an award of attorneys' fees is granted against the City, the applicant shall be responsible to timely pay the full amount of such an award.

2. The approval shall become effective on the expiration of the appeal period, ten (10) calendar days following the decision, unless an appeal is filed. An appeal may be filed with the Community Development Director by filling out an Appeal Form accompanied by a fee of $795.

3. The applicant is responsible for paying all charges related to the processing of this discretionary case application prior to the issuance of building or any other permits for this project. Failure to pay all charges shall result in delays in the issuance of required permits or the revocation of the approval of this application.

4. Prior to obtaining a building permit, all parties working on the project shall obtain a business license from the City.

Planning Division

5. The Community Development Director shall review any deviations from the approved permit. The project proposes a Minor Modification (PL24-0016) to NACC Building E. The modifications consist of the following:
    a. Modifies the dock layout.
    b. Reduces the number of truck docks from 7 to 6.
    c. Reduce the number of parking stalls from 82 to 68.
    d. Add 13 trailer stalls to the north side.
    e. Increases the building size from 52,956 SF to 54,210 SF
    f. Changes to exterior elevations
    g. Modifies the landscape plans

    The modifications are described in the site plan, landscaping plan, and architectural elevations shown in Exhibits A, B, and C. In the event the Community Development Director determines that the project is not in substantial conformance with the approval, the applicant shall submit a new application for a Design Permit or a Minor or Major Modification depending on which application is required by the zoning code.

6. All conditions of approval from Resolution 2018-86 (NACC Tentative Subdivision Map), Resolution 2018-88 (NACC Building E Design Permit), and Ordinance 2020-03 (NACC Development Agreement), remain in effect.

7. Prior to the effective date of the Minor Modification Permit, the applicant and property owner shall sign the agreement to the conditions of approval. The form is available as Exhibit D.

Building Division

8. Prior to construction of the Minor Modification improvements, the applicant shall obtain a building permit.

9. Prior to the final inspection, the applicant shall submit a letter of certification to the Building Official from the project architect certifying that all improvements have been constructed in accordance with the approved building plans.

10. Construction activities on the site shall be limited to between 7:00 a.m. and 6:00 p.m. Monday through Friday. Work between the hours of 6:00 pm and 7:00 am and work on weekends and holidays requires prior written approval from the Building Official. If weekends and holiday work is approved construction and grading activities on the site shall be limited to between 8:00 a.m. to6:00 p.m. on Saturdays, and between 10:00 a.m. and 6:00 p.m. on Sundays and State and Federal holidays.

11. Recycling of Construction and Demolition Debris: Prior to issuance of a building permit, the applicant shall submit a plan for the diversion of at least 70 percent of the debris from the building demolition and construction. The plan shall include the qualified recycler that will be used, the methods of managing diversion of construction materials on site, and the proposed documentation that will be submitted to confirm that the diversion goal has been met.

12. Deferred Submittals: Prior to issuance of a building permit, the applicant shall submit a request to the Chief Building Official for any proposed deferred submittals on a form provided by the Building and Safety Division. The Deferred Submittal request shall include a justification for each proposed deferred submittal.

13. Accessibility: Prior to the final inspection, a Certified Access Specialist (CASp) shall submit a letter certifying that all improvements have been constructed in compliance with applicable state and federal accessibility standards.

14. NVUSD Developer Fees: Prior to issuance of each building permit, the applicant shall submit a Certificate of Compliance from the Napa Valley Unified School District (NVUSD). For more information contact NVUSD Developer Fees, link here: https://www.nvusd.org/doing-business-with-us/developerfees-clone .

Fire District

15. The buildings will be subject to the District's aerial apparatus impact fees as well as the fire impact fees due to the height of the buildings.

16. All Fire related underground piping and fire appurtenances shall be shown on the Civil plan submittal. In addition to the Civil plan submittal, at least (1) plan set under separate cover shall be submitted to American Canyon Building Division for routing to the American Canyon Fire Protection District detailing all underground piping and related fire appurtenances including but not limited to underground piping, underground sweep detail, underground trench details showing depth of burial, type of backfill, manufacturer's specifications of piping, valves joints, fittings and calculated size and locations of thrust blocks, hydrants locations (designate public or private), gate shut-off valves, PIV's, FDC's, fire pumps, fire pump and/or riser rooms.

17. Underground utility contractor, architect, and fire sprinkler contractor shall coordinate the location of risers and control valves prior to the issuance of a building permit.

18. An approved water supply capable of supplying the required fire flow for fire protection systems shall be provided to all premises upon which facilities or buildings are hereby constructed or moved into or within the City. Required fire flow and hydrant distribution shall be in accordance with Appendix B and C of the California Fire Code. Applicant shall demonstrate on plan submittal; square footage of each building on plan and provide the required fire flow information. Applicant shall demonstrate that the number and spacing of onsite fire hydrants meets with requirements of the California Fire Code. ***See sample below regarding fire flow and hydrant detail information needed.***

BUILDING FIRE FLOW REQUIREMENTS – CFC TABLES B105.2 & B105.1(2)
INFORMATION BELOW IS A SAMPLE AND FOR REFERENCE ONLY

Table B105.1(2) – Building size = 129, 600 square feet
Construction type = Type IIA
FF = 5,250 gpm at 20 psi
Duration = 4 hours

Table B105.2 – Fire sprinkler allowance = - 50%
5,250 – 2,625 = 2,625 gpm
FF = 2,625 gpm @ 20 psi
Duration = 2 hours

Table CC105.1 – Approximate number of hydrants = 3
Average spacing = 400 feet + 25% allowable increase = 500
Maximum distance from street or frontage = 225 feet = 50% allowable increase = 337.5

19. Fire Protection systems shall be installed in accordance with provisions set forth in the California Fire Code as amended by the American Canyon Fire Protection District and the applicable National Fire Protection Association Standard.

20. Fire Apparatus Access Roads shall be designed in accordance with provisions set forth in the California Fire Code Chapter 5 and Appendix D as amended by the American Canyon Fire Protection District and the applicable Public Works Standard.

21. Access roads shall be completed with all-weather surfaces prior to the stockpiling of combustible materials or beginning combustible construction. Fire apparatus access shall be provided to within 150 feet of the most remote portions of all building from an approved exterior route. If this cannot be achieved fire apparatus turn arounds will be needed.

22. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Vertical traffic calming in the form of speed pumps, humps or dips are prohibited along fire access roads without prior approval of the fire Code Official. The minimum width and clearances established in Section 503.2.1 shall be maintained at all times.

23. Where applicable improvement plan submittals for permit shall include locations of fire lane red curbing and fire lane signage. Please refer to and include City Public Works Standard FP-2A & 2B with plan submittals for permitting.

24. The City of American Canyon requires that a fire hydrant be in service within 250 feet of the furthest point of construction prior to the stockpiling of combustible materials for the beginning of construction.

25. Fire Department Connections (FDC) shall be located not more than 100 ft. from the nearest fire hydrant.

Public Works

26. Per CC Resolution 2018-86 Condition #37 a.2: Developer is required to install an 8-feet wide Class 1 multi-use path along the entire length of South Kelly Road frontage from Devlin Road to SR29. The Developer asked the City to include the Vine Trail portion within the Caltrans right-of-way with the South Kelly Road Improvements Project, TR23-0200, as a reimbursable item. The Developer will reimburse the City for the cost of the portion of the Vine Trail within the Caltrans right-of-way, including engineering, permitting and construction. Prior to approval of the Improvement Plans, Developer shall enter into a reimbursement agreement with the City.

27. Per CC Resolution 2018-86 Condition #37 b: Developer is required to install a 12" recycled water main from the end of the existing recycled water main in Devlin Road extending within South Kelly Road to the frontage of Lot 1. Developer asked the City to include the installation of the 12" recycled water main with the South Kelly Road Improvements Project, TR23-0200, as a reimbursable item. Developer will reimburse the City for the cost of the 12" recycled water main installation, including engineering, permitting and construction. Prior to approval of the Improvement Plans, Developer shall enter into a reimbursement agreement with the City.

28. Driveways do not conform to City Standard Drawing #3.11. A Design and Construction Exception approval shall be obtained prior to submittal of the Improvement Plans.

29. Prior to recordation of the Final Map, Lot E shall convey all private reciprocal easements with Lot D and Lot G for the construction, use and/or maintenance of roads or other access, pedestrian access, drainage facilities, utilities and post-construction storm water management facilities on the Final Map or by separate easements.

30. Prior to recordation of the Final Map, Lot E shall establish a Shared Maintenance Agreement with Lot D and Lot G for the long term and ongoing maintenance and operation of all shared private improvements. Specifically, the parcel owners shall be responsible for the ongoing maintenance and operation of all onsite stormwater quality facilities, shared storm drains, and shared access roads. The Shared Maintenance Agreement shall be prepared to run with the land of each parcel. The Shared Maintenance Agreement shall be submitted to the City for review and approval prior to recordation.

We look forward to working with you on this project. Should you have any questions, please contact me by e-mail at whe@americancanyon.gov , or by phone at 707-647-4337.

Sincerely,

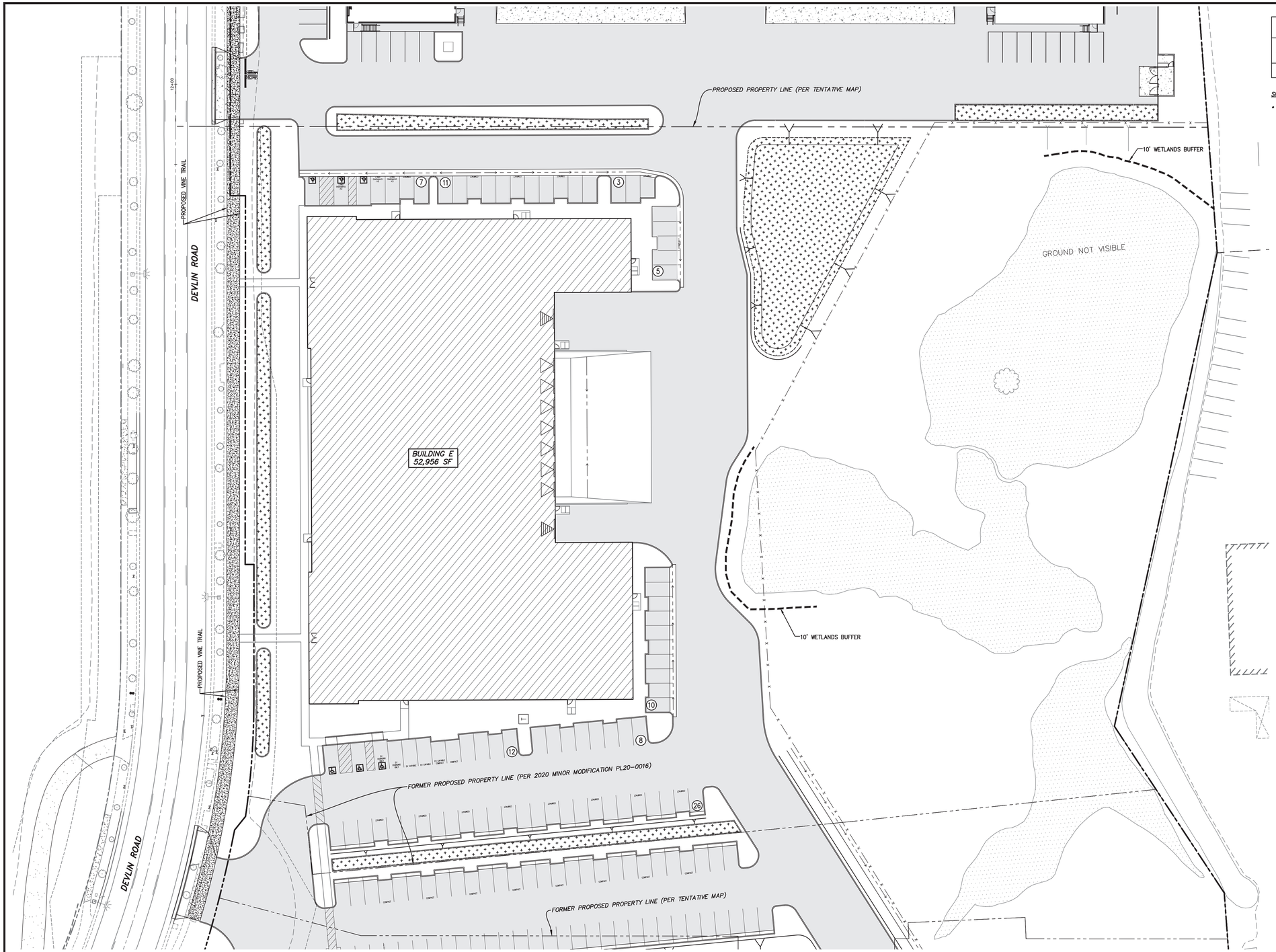
City of American Canyon



William He, AICP
Senior Planner, Community Development Department

Attachments:
1. Exhibit A: Project Site Plan
2. Exhibit B: Landscaping Plan
3. Exhibit C: Architectural Plan
4. Exhibit D: Confirmation of Conditions of Approval

EC: Project Review Committee
File



APPROVED PARKING							
STANDARD	COMPACT	COMPACT EV CAPABLE	ACCESSIBLE	ACCESSIBLE EV CHARGING ONLY	STANDARD EV CHARGING ONLY	STANDARD EV CAPABLE	TOTAL
49	21	1	4 (1 VAN)	2 (1 VAN)	3	2	82

SITE PLAN NOTES:

- EASEMENTS NOT SHOWN ON SITE PLAN FOR CLARITY.

Attachment 1:
PL24-0016 NACC Bldg E MM - Site Plans

City of American Canyon
Planning Division Approval
2/19/2025
Authorized Signature Date

SCALE: 1"=30'

SHEET INDEX

No.	TITLE
1	APPROVED SITE PLAN (PL20-0016)
2	PROPOSED SITE PLAN (PL24-0016)
3	GRADING PLAN
4	GRADING PLAN
5	UTILITY PLAN
6	SECTIONS
7	PROPOSED FIRE PLAN
8	DRIVEWAY VARIANCE PLAN
9	DRIVEWAY VARIANCE PLAN
L1.1	PRELIMINARY LANDSCAPE PLAN

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

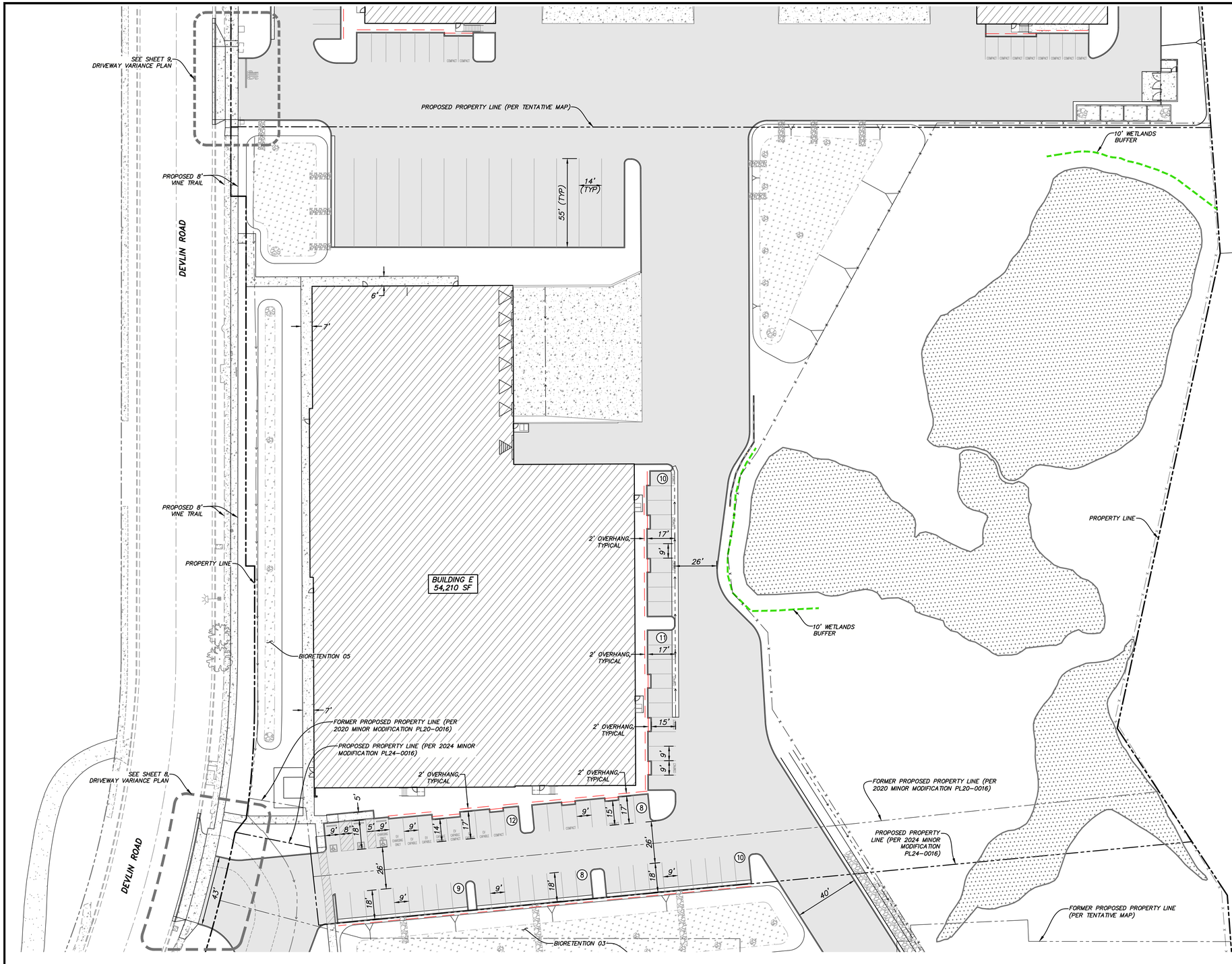
MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER BUILDING E
920 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

APPROVED SITE PLAN (PL20-0016)

SCALE 1"=30'
DATE: 01-08-2024
JOB NO. 4775-1

1
SHEET 1 OF 10

X:\Land Projects\4775-1\dwg\4775-1_E-MM_01.dwg



PARKING REQUIREMENTS	
BUILDING	E
WAREHOUSING/STORAGE SF	53,210
REQUIRED STALLS (SEE NOTE 1)	37
OFFICE SPACE SF	1,000
REQUIRED STALLS (SEE NOTE 2)	4
TOTAL STALLS REQUIRED	41

NOTES:
1. 1 STALL PER 1,000 SF OF FIRST 20,000 SF, PLUS 1 PER 2,000 SF THEREAFTER.
2. 1 STALL PER 300 SF.

PROPOSED PARKING							
STANDARD	COMPACT	COMPACT EV CAPABLE	ACCESSIBLE	ACCESSIBLE EV CHARGING ONLY	STANDARD EV CHARGING ONLY	STANDARD EV CAPABLE	TOTAL
49	9	2	2 (1 VAN)	1	1	4	68

SITE PLAN NOTES:

- EASEMENTS NOT SHOWN ON SITE PLAN FOR CLARITY.

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING E
920 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

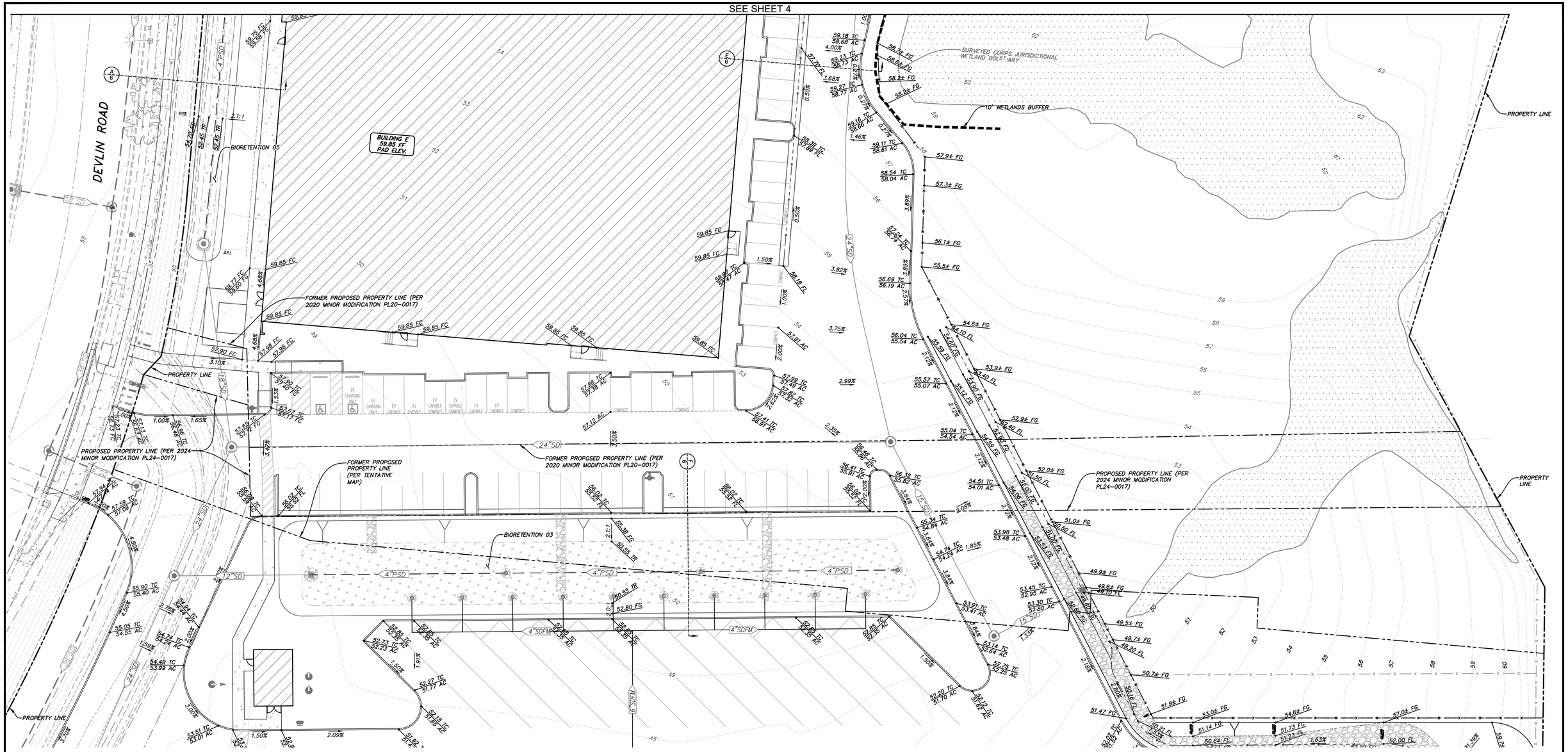
PROPOSED SITE PLAN (PL24-0016)

SCALE 1"=30'
DATE: 01-08-2024
JOB NO. 4775-1

2
SHEET 2 OF 10

X:\Land Projects\4775-1\dwg\4775-1_E-MM_02.dwg

SEE SHEET 4



GRADING LEGEND:

-R--R--R--R-- – PROPOSED RIDGE LINE

——→—— – PROPOSED PAVEMENT FLOW LINE

60.50 TC / 60.00 AC – PROPOSED ELEVATION (DESCRIPTIONS AS LISTED BELOW)
TC: TOP OF CURB
FF: FINISHED FLOOR
FL: FLOW LINE
AC: ASPHALTIC CONCRETE
FG: FINISHED GROUND

– PROPOSED BIORETENTION FACILITY

GENERAL NOTES:

1. TOP OF CURB (TC) = 0.5' + PAVEMENT ELEVATION (AC), FLOWLINE ELEVATION (FL), OR CONCRETE ELEVATION (FC), UNLESS OTHERWISE NOTED.
2. ALL ACCESSIBLE PARKING/LOADING AREAS SHALL HAVE NO MORE THAN 1.5% MAXIMUM SLOPE IN ANY DIRECTION.
3. ALL ACCESSIBLE PATHS OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE, HAVING A MAXIMUM 1/2" ABRUPT CHANGE IN ELEVATION, A MAXIMUM 5% SLOPE (IN THE DIRECTION OF TRAVEL) OR CURB RAMP AS NECESSARY, A MAXIMUM CROSS SLOPE OF 1.5%, AND A MINIMUM WIDTH OF 48". IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT RAMPS AND ACCESSIBLE PATHS OF TRAVEL MEET THESE REQUIREMENTS. ANY RAMPS FOUND OUT OF COMPLIANCE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

SCALE: 1"=20'

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER BUILDING E
920 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

GRADING PLAN

SCALE 1"=20'
DATE: 01-08-2024
JOB NO. 4775-1

3
SHEET 3 OF 10

X:\Land Projects\4775-1\dwg\4775-1_C304.dwg



GRADING LEGEND:

- -R- -R- -R- -R- – PROPOSED RIDGE LINE
- ——→ – – —— – PROPOSED PAVEMENT FLOW LINE
- 60.50 TC / 60.00 AC →– PROPOSED ELEVATION (DESCRIPTIONS AS LISTED BELOW)
  - TC: TOP OF CURB
  - FF: FINISHED FLOOR
  - FL: FLOW LINE
  - AC: ASPHALTIC CONCRETE
  - FG: FINISHED GROUND
- ⋰⋰⋰ – PROPOSED BIORETENTION FACILITY

GENERAL NOTES:

1. TOP OF CURB (TC) = 0.5' + PAVEMENT ELEVATION (AC), FLOWLINE ELEVATION (FL), OR CONCRETE ELEVATION (FC), UNLESS OTHERWISE NOTED.
2. ALL ACCESSIBLE PARKING/LOADING AREAS SHALL HAVE NO MORE THAN 1.5% MAXIMUM SLOPE IN ANY DIRECTION.
3. ALL ACCESSIBLE PATHS OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE, HAVING A MAXIMUM 1/2" ABRUPT CHANGE IN ELEVATION, A MAXIMUM 5% SLOPE (IN THE DIRECTION OF TRAVEL) OR CURB RAMP AS NECESSARY, A MAXIMUM CROSS SLOPE OF 1.5%, AND A MINIMUM WIDTH OF 48". IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT RAMPS AND ACCESSIBLE PATHS OF TRAVEL MEET THESE REQUIREMENTS. ANY RAMPS FOUND OUT OF COMPLIANCE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

0 10 20 40
SCALE: 1"=20'

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING E
920 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

GRADING PLAN

SCALE 1"=20'
DATE: 01-08-2024
JOB NO. 4775-1

4
SHEET 4 OF 10

X:\Land Projects\4775-1\dwg\4775-1_C305.dwg

DEVLIN ROAD

PROPOSED PROPERTY LINE (PER TENTATIVE MAP)

PROPOSED 8' VINE TRAIL

PROPOSED 8' VINE TRAIL

PROPERTY LINE

IRRIGATION SERVICE FOR LANDSCAPING AT BUILDING E

BUILDING E
54,210 SF

BIORETENTION 05

NON-POTABLE WATER SERVICE FOR BUILDING E

2"RW
3"WS

DOMESTIC WATER SERVICE FOR BUILDING E

FORMER PROPOSED PROPERTY LINE (PER 2020 MINOR MODIFICATION PL20-0016)

PROPOSED PROPERTY LINE (PER 2024 MINOR MODIFICATION PL24-0016)

FIRE SERVICE FOR FIRE LOOP

BIORETENTION 03

10' WETLANDS BUFFER

PROPERTY LINE

10' WETLANDS BUFFER

FORMER PROPOSED PROPERTY LINE (PER 2020 MINOR MODIFICATION PL20-0016)

PROPOSED PROPERTY LINE (PER 2024 MINOR MODIFICATION PL24-0016)

FORMER PROPOSED PROPERTY LINE (PER TENTATIVE MAP)

0 15 30 60
LM
SCALE: 1"=30'

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

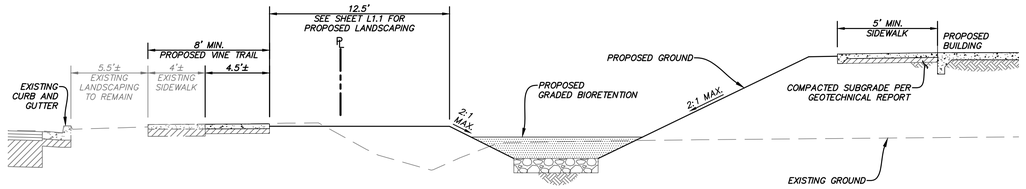
MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING E
920 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

UTILITY PLAN

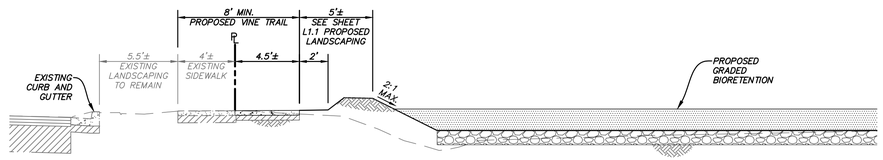
SCALE 1"=30'
DATE: 01-08-2024
JOB NO. 4775-1

5
SHEET 5 OF 10

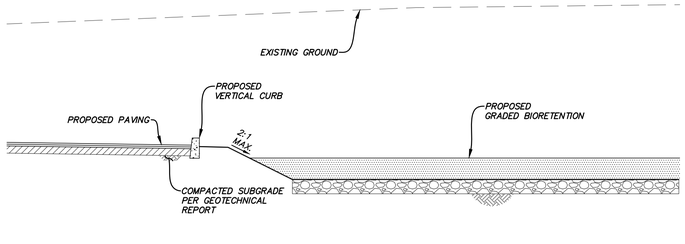
X:\Land Projects\4775-1\dwg\4775-1_E-MM_05.dwg



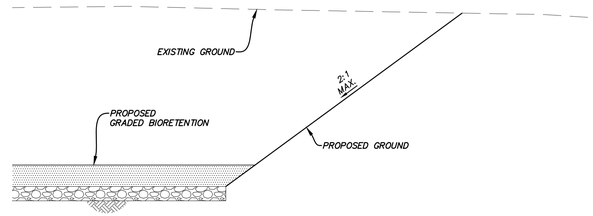
A DEVLIN ROAD AT BUILDING E
NTS



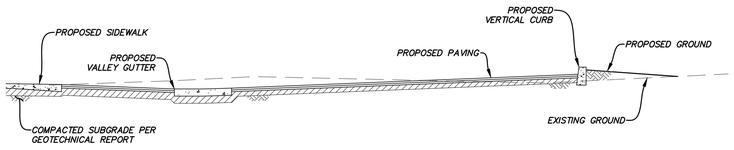
B BIORETENTION FACILITY AT DEVLIN ROAD
NTS



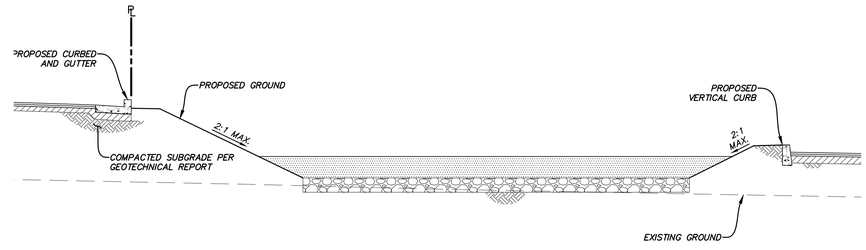
C BIORETENTION FACILITY NORTHEAST OF BUILDING E
NTS



D EAST EDGE OF POND NORTHEAST OF BUILDING E
NTS



E EAST DRIVE AISLE OF BUILDING E
NTS



F BIORETENTION FACILITY BETWEEN BUILDINGS E & G
NTS

REV.	DATE	DESCRIPTION	BY	APP'D.

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

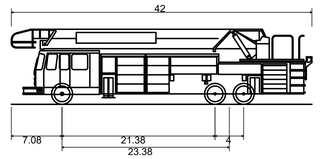
MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING E
920 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

SECTIONS

SCALE AS SHOWN
DATE: 01-08-2024
JOB NO. 4775-1

6
SHEET 6 OF 10

X:\Land Projects\4775-1\dwg\4775-1_E-MM_06.dwg



City of Napa Ladder Truck	
Overall Length	42.000ft
Overall Width	10.000ft
Overall Body Height	10.495ft
Min Body Ground Clearance	0.925ft
Track Width	8.360ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	41.20°

DEVLIN ROAD

PROPOSED 8' VINE TRAIL

PROPOSED PROPERTY LINE (PER TENTATIVE MAP)

PROPERTY LINE

BUILDING E
54,210 SF

BIORETENTION 05

2"RW
3"WS

BIORETENTION 03

10' WETLANDS BUFFER

PROPOSED PROPERTY LINE (PER 2024 MINOR MODIFICATION PL24-0016)

35'

10'F

8'F

26'

43'

40'

0 15 30 60
SCALE: 1"=30'

REV.	DATE	DESCRIPTION	BY	APP'D.

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

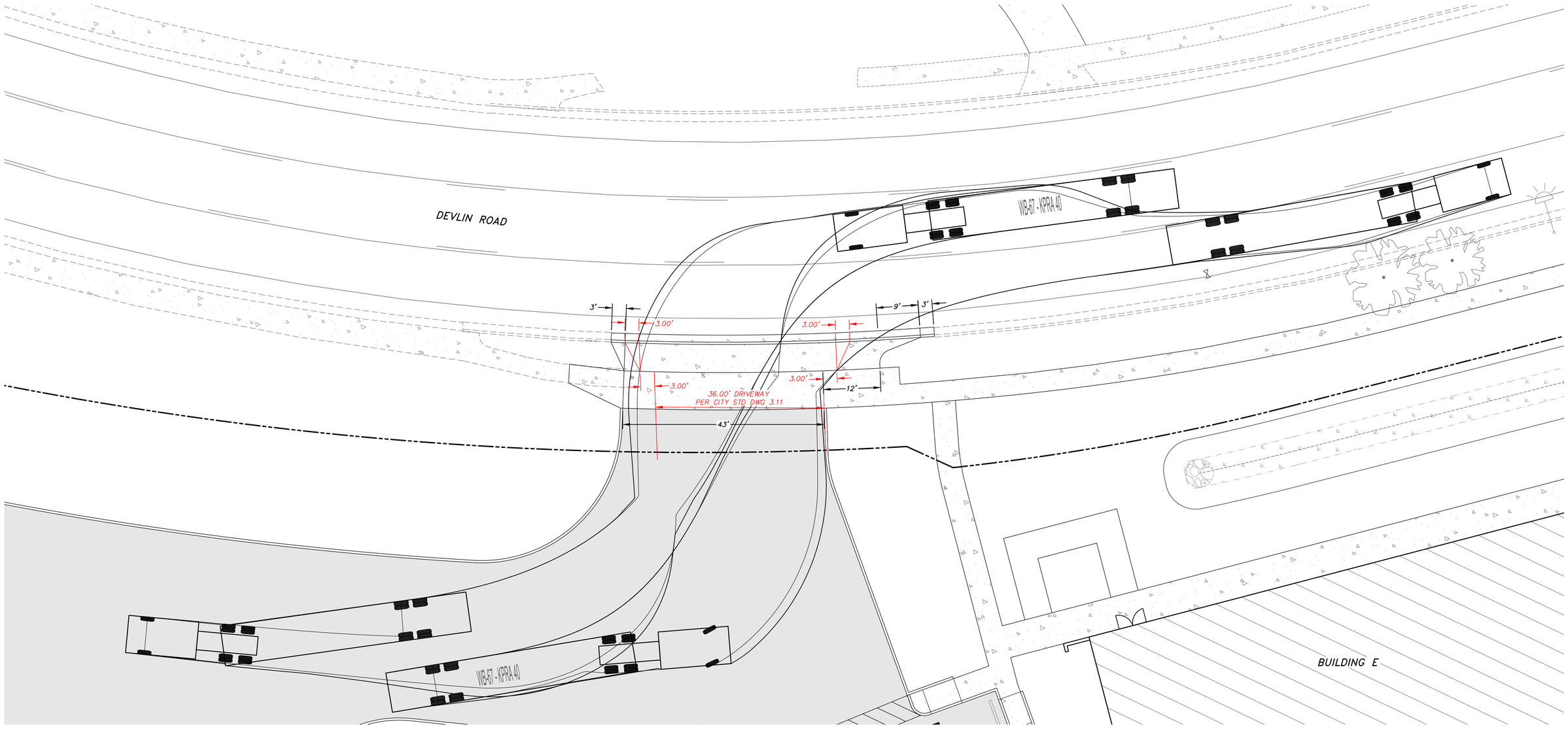
MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING E
920 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

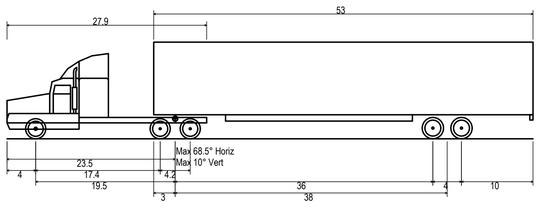
PROPOSED FIRE PLAN

SCALE 1"=30'
DATE: 01-08-2024
JOB NO. 4775-1

7
SHEET 7 OF 10

X:\Land Projects\4775-1\dwg\4775-1_E-MM_03.dwg





WB-67 - KPRA 40	
Overall Length	73.501ft
Overall Width	8.500ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	28.40°

VARIANCE REQUEST:
APPLICANT REQUESTS A VARIANCE TO COMMERCIAL CURB CUTS & DRIVEWAY REGULATIONS (STANDARD DWG. # 3.11) TO ACCOMMODATE TRUCK TURN MOVEMENTS.

0 5 10 20
LM
SCALE: 1"=10'

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

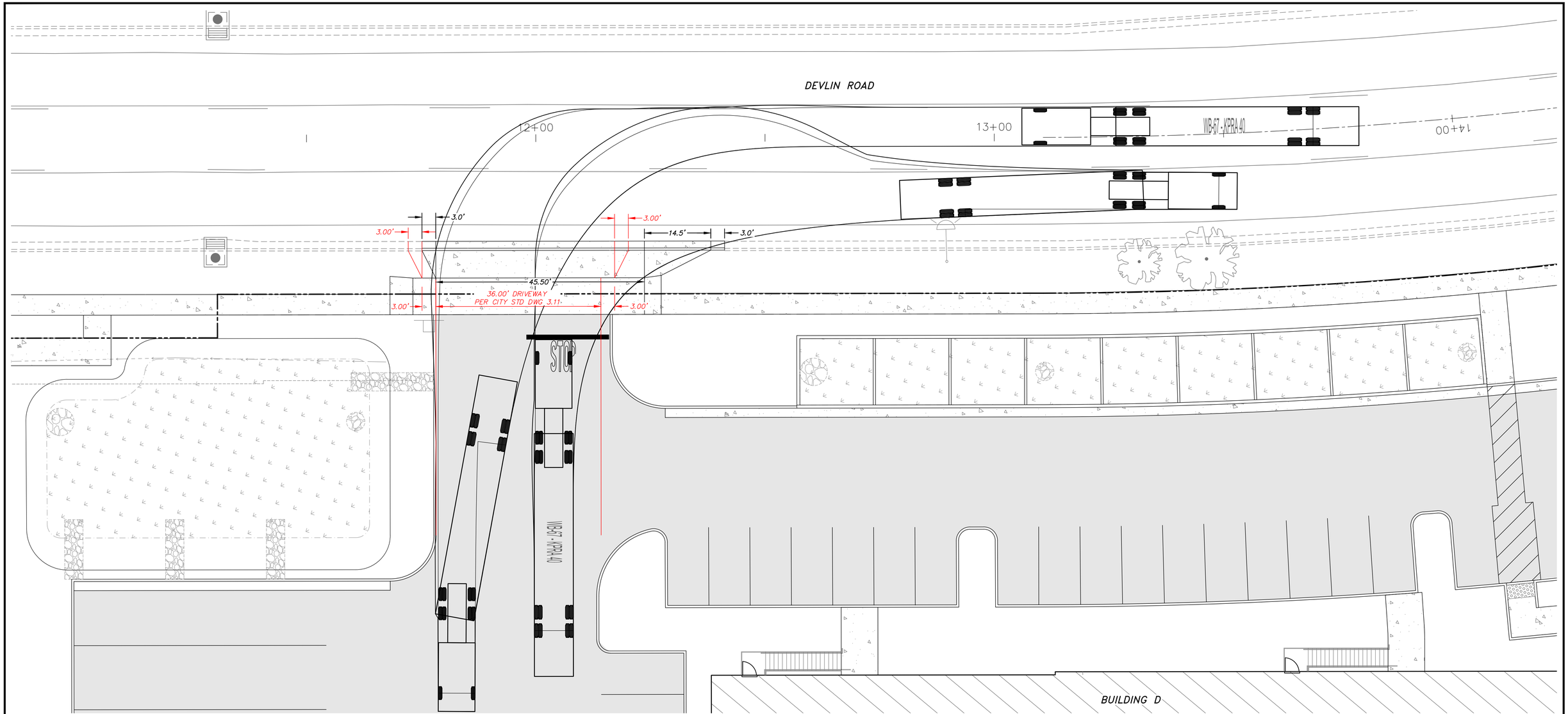
MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING E
920 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

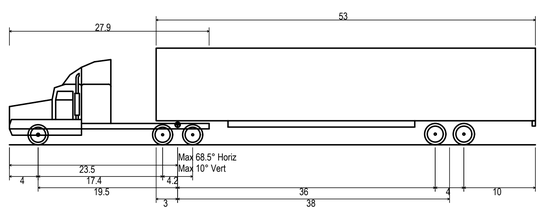
DRIVEWAY VARIANCE PLAN

SCALE 1"=10'
DATE: 01-08-2024
JOB NO. 4775-1

8
SHEET 8 OF 10

X:\Land Projects\4775-1\dwg\4775-1_E-MM_07.dwg





WB-67 - KPRA 40	
Overall Length	73.501ft
Overall Width	8.500ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	28.40°

VARIANCE REQUEST:
APPLICANT REQUESTS A VARIANCE TO COMMERCIAL CURB CUTS & DRIVEWAY REGULATIONS (STANDARD DWG. # 3.11) TO ACCOMMODATE TRUCK TURN MOVEMENTS.

0 5 10 20
SCALE: 1"=10'

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING E
920 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

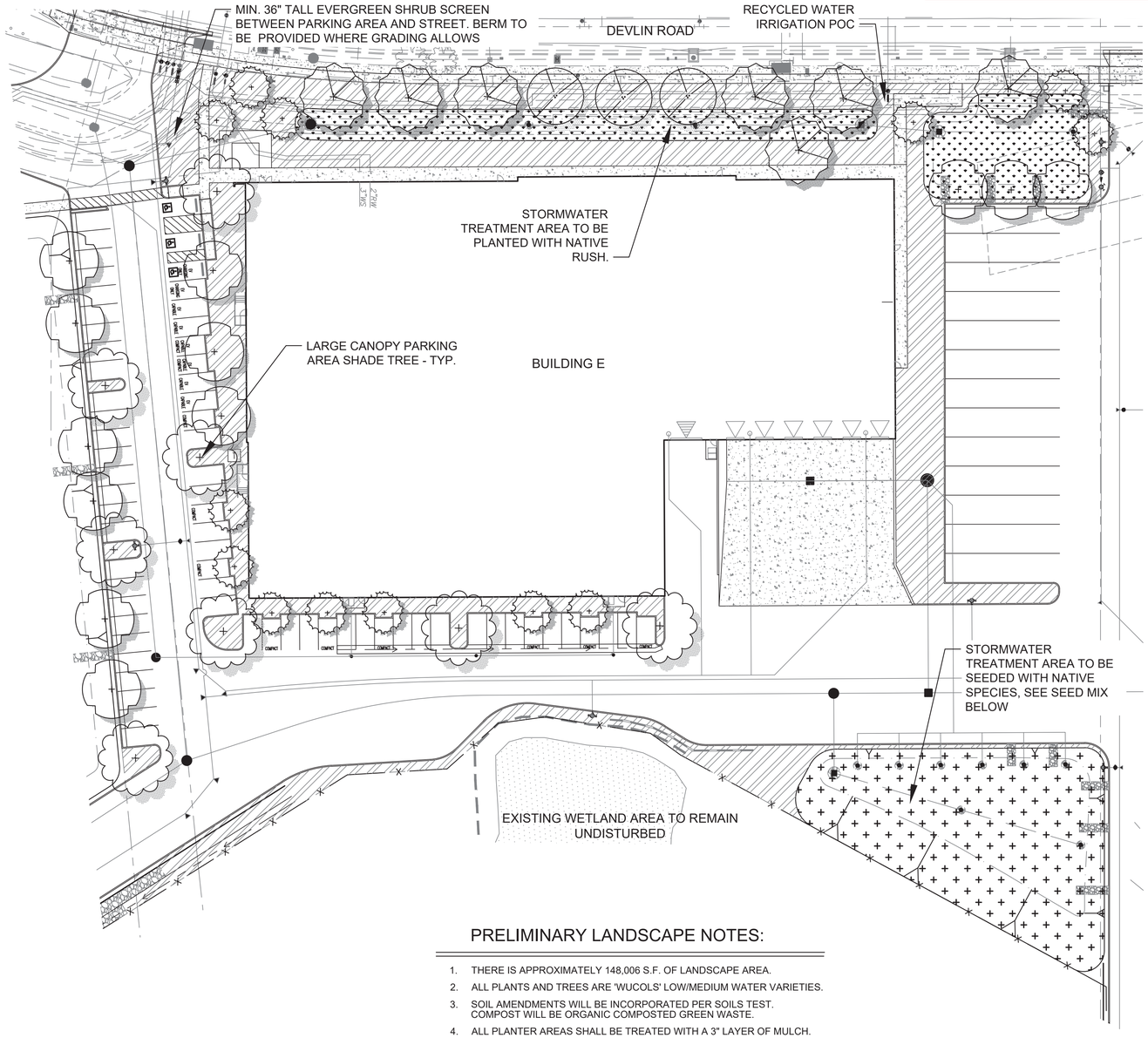
DRIVEWAY VARIANCE PLAN

SCALE 1"=10'
DATE: 01-08-2024
JOB NO. 4775-1

9
SHEET 9 OF 10

X:\Land Projects\4775-1\dwg\4775-1_E-MM_09.dwg

Attachment 2:
PL24-0016 NACC BLDG E MM - Landscape Plans



LANDSCAPE PLANT LIST:

PLANT LIST: WATER REGIME PLANT FACTOR REFERENCED ARE PER WUCOLS IV - ZONE 1
MATURE HABIT PER SUNSET WESTERN GARDEN BOOK

TREES

no.	NATIVE	BOTANICAL NAME	COMMON NAME	SIZE	WATER REGIME HYDROZONE	MATURE HABIT H X W
	X	LAURUS NOBILIS 'SARATOGA' Laurus nobilis 'Saratoga'	SARATOGA BAY LAUREL STD. TRUNK	15 GAL.	LOW	25' X 25'
		LAGERSTROEMIA F. 'CATAWBA'	CREPE MYRTLE	15 GAL.	LOW	15' X 15'
		PISTACIA CHINENSIS	CHINESE PISTACHE	15 GAL.	LOW	40' X 35'
		METROSIDEROS EXCELSA	NEW ZEALAND CHRISTMAS TREE	15 GAL.	LOW	30' X 30'
		QUERCUS SUBER	CORK OAK	15 GAL.	LOW	60' X 50'
	X	QUERCUS WIZLIZENII	INTERIOR LIVE OAK	15 GAL.	LOW	45' X 50'

GROUND COVER

					SPACING
	COPROSMA P. 'VERDE VISTA'	MIRROR PLANT	1 GAL.	LOW	36" O.C.
X	CEANOTHUS G.H. 'YANKEE POINT'	CALIFORNIA LILAC	1 GAL.	LOW	36" O.C.

SHRUBS

X	ARCTOSTAPHYLOS 'JOHN DOURLEY'	MANZANITA	5 GAL.	LOW	
	BERBERIS AUTROPURPUREA	JAPANESE PURPLE BARBERRY	5 GAL.	LOW	
	CEANOTHUS CONCHA	CALIFORNIA LILAC	5 GAL.	LOW	
X	HETEROMELES ARBUTIFOLIA	TOYON	5 GAL.	LOW	
	LOROPETALUM RAZZLEBERRI	RAZZLEBERRY	5 GAL.	MEDIUM	
	NANDINA DOMESTICA	HEAVENLY BAMBOO	5 GAL.	LOW	
	NERIUM O. 'PETITE RED'	DWARF RED OLEANDER	5 GAL.	LOW	
	MISCANTHUS 'YAKU JIMA'	EULALIA GRASS	5 GAL.	MEDIUM	
	PHOTINIA FRASERI	FRASER PHOTINIA	5 GAL.	MEDIUM	
	RHAPHIOLEPIS I. 'PINK LADY'	INDIAN HAWTHORNE	5 GAL.	LOW	
	ROSA 'RED CARPET'	RED CARPET ROSE	2 GAL.	MEDIUM	
	PHORMIUM RUBRA	PURPLE FLAX	5 GAL.	MEDIUM	
	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL.	LOW	
X	SALVIA GREGGII 'PURPLE'	AUTUMN SAGE	5 GAL.	LOW	
	VIBURNUM 'SPRING BOUQUET'	COMPACT LAURUSTINUS	5 GAL.	LOW	
	XYLOSMA C. 'COMPACTA'	COMPACT XYLOSMA	5 GAL.	LOW	

STORMWATER TREATMENT PLANTING

					SPACING
X	JUNCUS PATENS 'ELK BLUE'	ELK BLUE CALIFORNIA GRAY RUSH	1 GAL	LOW	36" O.C.
x	NATIVE SEED MIX SEE BELOW NON IRRIGATED	MFG. PACIFIC COAST SEED			

Preliminary MAWA

LA= 32,625 s.f.
SLA = 0 s.f.
ETo= 45.8 inches/year

MAWA = (ETo) x 0.62) x ((0.7xLA)+(0.3xSLA))
MAWA = 509,531 gallons per year

Preliminary ETWU

LA= 32,625 s.f.
SLA = 0 s.f.
ETo= 45.8 inches/year

ETWU = (ETo) x 0.62) x ((PFxHA/IE)+SLA))
ETWU = 343,118 gallons per year

PRELIMINARY LANDSCAPE NOTES:

1. THERE IS APPROXIMATELY 148,006 S.F. OF LANDSCAPE AREA.
2. ALL PLANTS AND TREES ARE 'WUCOLS' LOW/MEDIUM WATER VARIETIES.
3. SOIL AMENDMENTS WILL BE INCORPORATED PER SOILS TEST. COMPOST WILL BE ORGANIC COMPOSTED GREEN WASTE.
4. ALL PLANTER AREAS SHALL BE TREATED WITH A 3" LAYER OF MULCH.
5. THERE IS 12 % LANDSCAPE AREAS WITHIN THE PARKING AND CIRCULATION AREA.
6. THERE ARE 68 PARKING STALLS AND 23 SHADE TREES. 1 TREE PER 3 STALLS = 23 TREES.

PRELIMINARY IRRIGATION NOTES:

A FULLY AUTOMATIC IRRIGATION SYSTEM THAT MEETS THE CURRENT WATER EFFICIENT LANDSCAPE ORDINANCE REQUIREMENTS SHALL BE INSTALLED INCLUDING THE FOLLOWING:

1. AN 'ET' SMART CONTROLLER AND 'ET' SENSOR SHALL BE USED FOR WEATHER BASED IRRIGATION CONTROL.
2. A MASTER VALVE AND FLOW SENSOR SHALL BE INSTALLED IN THE SYSTEM.
3. ALL PLANTER AREAS SHALL BE IRRIGATED WITH PLACE-DRIP IRRIGATION.
4. TREES SHALL RECEIVE DEEP WATERING BUBBLERS.
5. 'WELO' DOCUMENTATION SHALL BE SUBMITTED WITH LANDSCAPE IMPROVEMENTS PLANS (CONSTRUCTION DOCUMENTS).
6. SEE RECYCLED WATER NOTES TO THE RIGHT

LANDSCAPE CALCULATIONS:

Total Site Area	269,802	s.f.
Total Landscape Area	148,006	s.f.
Landscape % of overall site	55	%
Landscape Planting Area Provided	24,675	s.f.
Irrigated Bio-Retention	7,950	s.f.
Non-irrigated Bio-Retention	10,718	s.f.
Existing Wetland Area to Remain Undisturbed	104,663	s.f.
Landscape Totals	148,006	s.f.

PRELIMINARY RECYCLED WATER NOTES

1. MAINLINE, QUICK COUPLERS AND VALVE BOX LIDS, AND PIPING SHALL HAVE RECYCLED WATER SYMBOL AND WARNING.
2. THE IRRIGATION SYSTEM SHALL MEET ALL CITY REQUIREMENTS FOR RECYCLED WATER.
3. A WATER METER IS REQUIRED FOR FOR RECYCLED WATER IRRIGATION CONNECTION PER INDIVIDUAL SYSTEMS
4. WARNING TAGS SHALL BE PURPLE PLASTIC AND BEAR THE WORDS "RECYCLED WATER" ON EACH SIDE (ONE IN ENGLISH, THE OTHER SIDE SPANISH)
5. WARNING TAGS SHALL BE INSTALLED ON THE WATER METER, BACKFLOW PREVENTER , VALVES, AND EXPOSED PIPING OF ALL RECYCLED WATER SYSTEMS PER THE CITY GUIDELINES: ANGLE STOP, METER AND BACKFLOW ARE PAINTED PURPLE.
6. ALL CONSTRUCTION SHALL CONFORM TO THE CURRENT VERSION OF "GUIDELINES FOR THE USE OF RECYCLED WATER" AVAILABLE BY WATER PURVEYOR.
7. THE IRRIGATION SHALL BE INSTALLED TO PREVENT RUNOFF AND PONDING. OVER SPRAY OR WIND DRIFT ONTO PAVING AREAS IS NOT PERMITTED. THE SITE WILL BE REQUIRED TO PASS A 'SPRINKLER COVERAGE TEST' ADMINISTERED BY CITY STAFF TO ENSURE RECYCLED WATER REMAINS IN AUTHORIZED USE AREAS ONLY. PROVIDE A MINIMUM OF 48 HOURS NOTICE WHEN CONTACTING THE CITY TO SCHEDULE THIS TEST.
8. ANY CONNECTIONS BETWEEN THE POTABLE WATER AND RECYCLED WATER ARE PROHIBITED.
9. THE CITY BUILDING DIVISION MUST BE NOTIFIED FOR INSPECTION AT LEAST 24 HRS. PRIOR TO BACK FILL OF THE POINT OF CONNECTION. CERTIFICATE OF FINAL COMPLETION SHALL BE SUBMITTED TO THE BUILDING INSPECTOR PRIOR TO FINAL OCCUPANCY.
10. SUBSTANTIAL CHANGES TO THE APPROVED PLANS SHALL BE SUBMITTED TO THE 'BUILDING AND WATER RESOURCE DIV.' FOR RE-APPROVAL AT LEAST TWO WEEKS PRIOR TO CONSTRUCTION.
11. IDENTIFICATION FOR RECYCLED WATER APPLIES TO ALL PIPING, MAINLINES AND LATERALS. QUICK COUPLING VALVES SHALL HAVE PURPLE LOCKING LIDS. ALL VALVES TO BE INSTALLED IN PURPLE VALVE BOXES. DEPTH OF COVER SHALL BE AT LEAST 24" FOR MAINLINES.
12. A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN POTABLE WATER AND RECYCLED WATER PIPING IS REQUIRED. AT CROSSINGS, RECYCLED WATER CONSTANT PRESSURE MAINS SHALL BE AT LEAST 12" BELOW POTABLE WATER PIPES WITHIN A 10' HORIZONTAL DISTANCE. LATERAL PIPING MAY CROSS ABOVE POTABLE WATER WITHIN A MINIMUM OF 12" CLEARANCE.
13. WHERE PIPE SLEEVES ARE USED, EITHER THE SLEEVE OR INTERIOR PIPE MUST BE IDENTIFIED AS RECYCLED WATER. IDENTIFICATION TAPE OR PURPLE COLORED PIPE IS PERMITTED ON THE SLEEVE. INTERIOR PIPE MUST BE PURPLE PIPE.
14. PURPLE PIPE SHALL NOT BE STORED IN DIRECT SUNLIGHT.
15. ALL IRRIGATION HEADS TO BE MARKED WITH RECYCLED WATER IDENTIFICATION CAPS.
16. HOSE BIBBS SHALL NOT BE USED.

STORMWATER TREATMENT BASIN SEED MIX

48 LBS. PER ACRE PACIFIC COAST SEED

APPLY COMPACT BIO SWALE MIX VIA HYDROSEED AT THE FOLLOWING RATES:
BIO SWALE SEE MIX - 48/LBS. PER ACRE
MULCH - 2,000 LBS PER ACRE
M-BINDER TACKIFIER - 180 LBS. PER ACRE

FESTUCA RUBRA, MOLATE FESCUE
ACHILLEA MILLEFOLIUM, COMMON YARROW
CAREX BARBAREA, SANTA BARBARA SEDGE
OENETHERA HOOKERI, HOOKER'S EVENING PRIMROSE

0 15 30 60
Scale 1" = 30 ft
sheet size = 24" x 36"

BEFORE EXCAVATING CALL: 811
48-HOURS BEFORE ALL PLANNED WORK OPERATIONS
811
Know what's below.
Call before you dig.

GreenDesign
Landscape Architects, Inc.
1464 Popinjay Drive Reno, NV.
p: 775 829 1364 email: bhatch00@charter.net

Napa Airport Corporate Center Building 'E'

920 Devlin Road American Canyon, CA 94508

ISSUE	DATE
--	--.--.--

LICENSED LANDSCAPE ARCHITECT
BARBARA M. HATCH
No. 4511
Expiration Date 12-31-25
Renewal Date 1-6-24
STATE OF CALIFORNIA

OWNERSHIP AND USE OF DOCUMENTS
All Drawings, Specifications and copies thereof furnished by Green Design Landscape Architecture are and shall remain its property. They are to be used only with respect to this Project and are not to be used on any other project. Submission or distribution to meet official regulatory requirements or for purposes in connection with the Project is not to be construed as publication in derogation of Green Design Landscape Architecture, common law copyright or other reserved rights.

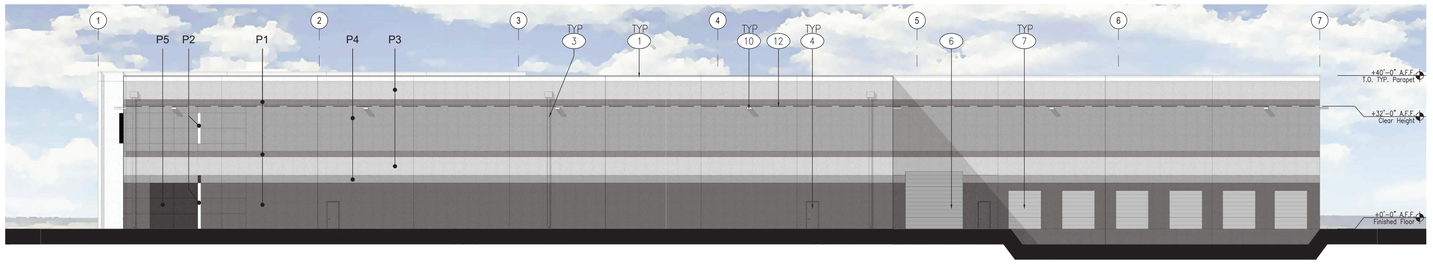
Approved	bh		
Drawn	kh	Reviewed	bh
Project No.	--.--.--		
Scale	---	Issue Date	-.-.-

Preliminary Landscape Plan

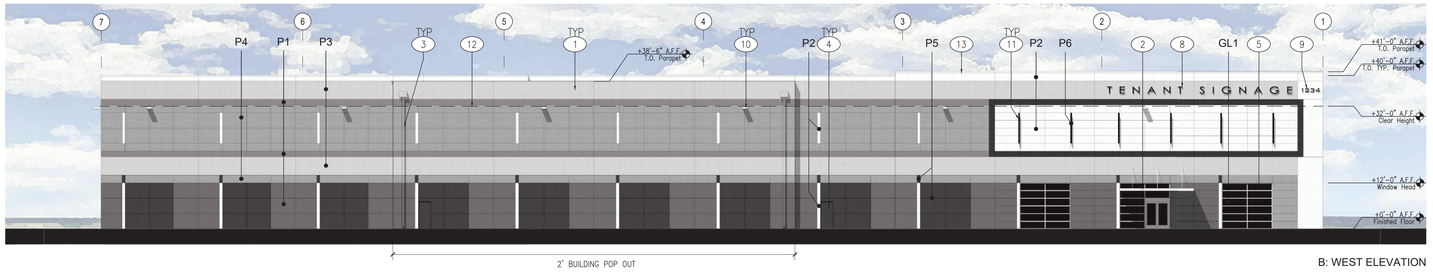
L1.1

Attachment 3:
PL24-0016 NACC BLDG E MM - Exterior Elevations

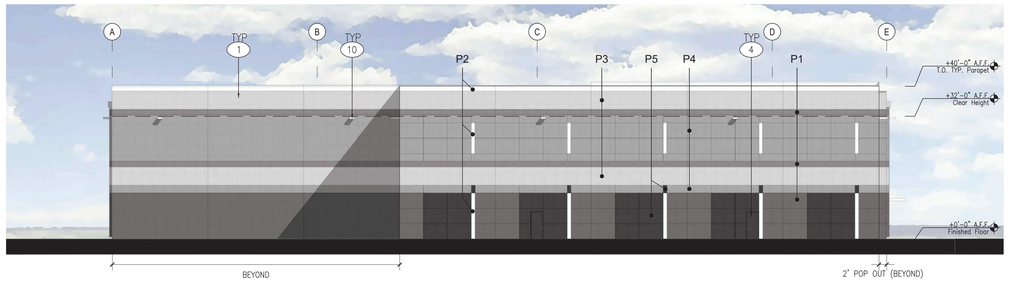
City of American Canyon
Planning Division Approval
2/19/2025
Authorized Signature Date



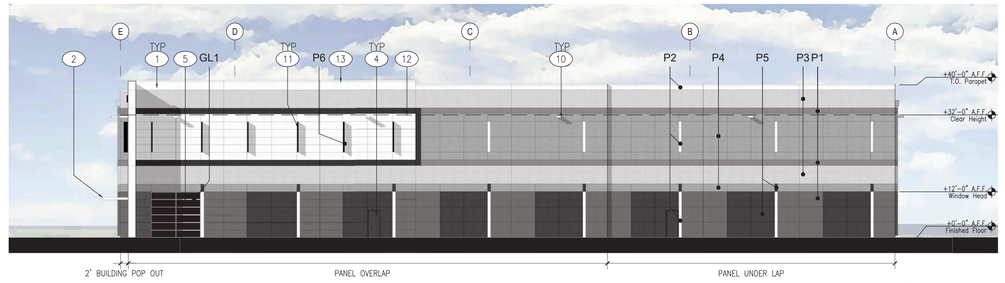
A: EAST ELEVATION



B: WEST ELEVATION



D: NORTH ELEVATION



D: SOUTH ELEVATION



E: PERSPECTIVE VIEW OF MAIN ENTRY

0' 8' 16' 32'

EXTERIOR ELEVATIONS
SCALE: 1/16" = 1'-0"
1

FINISH LEGEND:

GL1 : 1" DUAL GLAZED INSULATING UNITS IN ALUMINUM FRAMES
OUTSIDE PANE: VITRO GRAYLITE II 1/4" THICK DARK GRAY VISION GLAZ.
INSIDE PANE: CLEAR FLOAT 1/4" GLASS
FRAMES: THERMALLY BROKEN CLEAR ANODIZED ALUMINUM FRAMES

P1: ELASTOMERIC PAINT
SHERWIN WILLIAMS SW7067 CITYSCAPE

P2: ELASTOMERIC PAINT
SHERWIN WILLIAMS SW7008 ALABASTER

P3: ELASTOMERIC PAINT
SHERWIN WILLIAMS SW7016 PASSIVE

P4: ELASTOMERIC PAINT
SHERWIN WILLIAMS SW7660 EARL GREY

P5: ELASTOMERIC PAINT
SHERWIN WILLIAMS SW7069 IRON ORE

P6: ELASTOMERIC PAINT
SHERWIN WILLIAMS SW6990 CAVIAR

KEYNOTES:

1. TYPICAL SITE CAST, CONCRETE TILT-UP PANELS WITH 3/4" REVEALS AND A MULTI COLOR COATING SYSTEM.
2. PAINTED STEEL ENTRY CANOPY
3. METAL SURFACE MOUNTED SCUPPERS AND DOWNSPOUTS. PAINT TO MATCH ADJACENT PANEL COLOR.
4. TYPICAL 3' X 7' STEEL MAN DOOR WITH LIGHT FIXTURE CENTERED OVER DOOR. PAINT TO MATCH ADJACENT PANEL COLOR.
5. TYPICAL WINDOW SYSTEM: DUAL PANE GLAZING IN 2" x 4" (NOMINAL) THERMALLY BROKEN, CLEAR ANODIZED ALUMINUM FRAMES. GLAZING TO BE TINTED WITH LOW-E COATING. STOREFRONT DOORS TO MATCH WINDOW SYSTEM.
6. 15' X 15' GRADE LEVEL O.H. SECTIONAL ROLL UP DOOR
7. 8'-6" X 10' DOCK LEVEL O.H. SECTIONAL ROLL UP DOOR
8. TENANT SIGNAGE: UNDER SEPARATE PERMIT AT TIME OF TENANT IMPROVEMENTS
9. ADDRESS SIGNAGE PER BUILDING, FIRE, AND SHERIFF DEPT REQUIREMENTS.
10. SURFACE MOUNTED LIGHT FIXTURE.
11. SURFACE MOUNTED BENT PLATE STEEL OR ALUMINUM 'ACCENT FINS'. PAINT AS SPECIFIED.
12. DASHED LINE INDICATES INTERNAL CLEAR HEIGHT.
13. FUTURE ROOF MOUNTED HVAC EQUIPMENT TO BE SCREENED FROM VIEWS FROM THE PUBLIC ROAD WAYS. SCREENING TO BE ACCOMPLISHED VIA THE BUILDING PARAPET OR A MECHANICAL SCREEN AS DEEMED NECESSARY BY THE PLANNING DEPARTMENT AT THE TIME WHEN THE FUTURE EQUIPMENT IS LOCATED AND SIZED.
14. STEEL DOCK STAIRS. PAINT AS SPECIFIED.

RMW
RMW Architecture Interiors
1718 Third Street
Suite 101
Sacramento
California 95811
Office
916 449-1400
rmw.com

OWNER / DEVELOPER:

502 WHITMORE AVE
MODESTO, CA
CONTACT: STEVE LAY
PHONE: 209.252.1295

PRELIMINARY DESIGN DOCUMENTS FOR:

NEW INDUSTRIAL/ MANUFACTURING BUILDINGS

BUILDING E
920 DEVLIN ROAD
AMERICAN CANYON, CA 94503
PL24-0016

approved for the owner by :

approved for the architect by :

issue : description : date :

GENERAL CONTRACTOR:

drawn by : EF plot date : 09-05-2024

checked by : JDL

stamp

LICENSED ARCHITECT
JEFFREY D. LEONHARDT
NO. C33644
REN. 12-31-25
STATE OF CALIFORNIA

scale : AS NOTED

project number : 2234116

EXTERIOR ELEVATIONS BUILDING E

sheet no. :
A03.4

CITY OF AMERICAN CANYON

Attachment 4

EXHIBIT D
Applicant Confirmation of Conditions of Approval
NACC BLDG E Minor Modification
(FILE NO. PL24-0016)

As shown by my signature below, I confirm that I understand and agree to abide by the conditions of approval included in the Minor Modification Approval dated February 19, 2025.

[signature] 4/4/2025

Applicant's signature Date

STEVE LAY

Applicant's name

[signature] 4/4/2025

Property Owner's signature Date

G3 KELLY DEVLIN LLC (KEVIN LUTTENBACH - MANAGER)

Property Owner's name

Please return signed confirmation to the City of American Canyon Community Development Department, 4381 Broadway, Suite 201, American Canyon, CA 94503

EXHIBIT D

SUBSEQUENT APPROVAL – MINOR MODIFICATION PL24-0017

[Attached behind this cover page]

EXHIBIT D

CITY OF AMERICAN CANYON
COMMUNITY DEVELOPMENT DEPARTMENT

Sent by Email to:
Steven Lay, stevenlay@g3enterprises.com
Jeff Leonhardt, jleonhardt@rmw.com
Paymon Fardanesh, pay@lmce.net

February 19, 2025

Steven Lay
G3 Enterprises
502 E Whitmore Ave
Modesto, CA 95358

Subject: Approval of the NACC Building G Minor Modification (AA2025-03/PL24-0017) at 940 Devlin Road, APN 057-090-086

Dear Steven Lay:

I am pleased to inform you that the Napa Airport Commerce Center (NACC) Minor Modification Building G (PL24-0017) at 940 Devlin Rd, APN 057-090-086, is approved with conditions. The Napa Airport Commerce Center (NACC) site consists of five industrial buildings of approximately 284,540 SF on a 30.28-acre site in the Napa County Airport Industrial Area Specific Plan (NCAIASP). The Building G Modification consists of the following:

a. Modifies the dock layout.
b. Reduces the number of truck docks from 17 to 15.
c. Reduce the number of parking stalls from 128 to 78.
d. Revises trailer stall parking layout north of the building.
e. Increases the building size from 93,720 SF to 98,143 SF (approximately 4.7% increase)
f. Changes to exterior elevations
g. Modifies the landscape plans

The goal of the changes is to increase the size of the building, develop more efficient vehicle circulation, and modernize the building facades.

In accordance with ACMC Section 19.45.030(D), approval of a minor modification must meet the following four findings.

1. The modification is in substantial conformity with the previously approved plan or permit, or if the change is substantive, that the revised project is equivalent to the original project design concept in terms of consistency with city design and development standards and policies.

The proposed modification changes the site parking layout, increases the building size by 4.7%, and changes the exterior facades. The orientation and use classification of the building remains the same. The project is in substantial conformance of the original project (PL14-0022) and the previous minor modification (PL20-0017).

2. The modification will not create impacts substantially different from those of the previously approved project.

The original project consisted of a 146,959 SF building with 88 parking spaces. In July 2020, the City approved a Minor Modification (PL20-0017) to the project and decreased the building to 93,720 SF and increased the parking spaces to a total of 128. The current modification proposes a 98,143 SF building with 78 parking spaces, which is similar to the previous Minor Modification approval. This modification will not create impacts substantially different from the approved project.

3. The granting of the modification will not be materially detrimental to the public health, safety, or welfare, or to property or residents in the vicinity.

The modification is a reduction in scale from the previously approved Minor Modification design. There are no indications of detrimental effects to people or property in the vicinity.

4. The proposed modification is consistent with the policies and exhibits contained in the general plan.

The modification is consistent with the general plan because the changes to the building size and parking spaces meet the design criteria for height, bulk, and lot coverage. The modified building size does not visually conflict with the character of the surrounding industrial business area. The updated architectural facades provide a modern look to the building, which will be consistent with the five buildings proposed in the NACC site.

Conditions of Approval

General

1. The applicant shall defend, indemnify, and hold harmless the City of American Canyon ("City"), its elected officials, officers, employees, attorneys, representatives, boards, commissions, consultants, volunteers and agents from and against all claims, actions, including actions to arbitrate or mediate, damages, losses, judgments, liabilities, expenses and other costs, or proceedings against the City, its elected officials, officers, employees, attorneys, representatives, boards, commissions, volunteers, or agents to attack, modify, set aside, void, or annul an approval, conditional approval, permit, entitlement, environmental document, environmental clearance, mitigation plan, or any other document or any of the proceedings, acts, or determinations taken, done, or made prior to granting of such approval, conditional approval, permit, entitlement, environmental clearance, environmental document, mitigation plan, or other documents, by the City, including, without limitation, an action against an advisory agency, appeal board, or legislative body within the applicable limitation period.

The obligation to defend, indemnify and hold the City harmless shall include the payment of all legal costs and attorney's fees (including a third party award of attorney's fees), arising out of, resulting from, or in connection with the City's act or acts leading up to and including approval of any environmental document or mitigation plan granting approvals to the applicant, incurred on behalf of, or by, the City, its elected officials, officers, employees, representatives, attorneys, boards, commissions, volunteers and agents in connection with the defense of any claim, action, or proceeding challenging the entire or a portion of an approval, conditional approval, permit, entitlement or any other document of any related claim.

The obligation to defend, indemnify, and hold the City harmless shall include, but not be limited to, the cost of preparation of any administrative record by the City, staff time, copying costs, court costs, or attorney's fees arising out of a suit or challenge contesting the adequacy of a permit, approval, conditional approval, entitlement, environmental document, mitigation plan, environmental clearance, or any other document or approval related to the applicant's project.

The City will promptly notify the applicant of any claim, action, or proceeding and will cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim, action, or proceeding, or the City fails to cooperate fully in the defense, the applicant shall not be responsible to defend, indemnify, or hold harmless the City.

In the event a legal challenge to a City permit, approval, conditional approval, environmental document, environmental clearance, mitigation plan, entitlement or any other document, proceeding, determination, or action related to the applicant's project is successful, and an award of attorneys' fees is granted against the City, the applicant shall be responsible to timely pay the full amount of such an award.

2. The approval shall become effective on the expiration of the appeal period, ten (10) calendar days following the decision, unless an appeal is filed. An appeal may be filed with the Community Development Director by filling out an Appeal Form accompanied by a fee of $795.

3. The applicant is responsible for paying all charges related to the processing of this discretionary case application prior to the issuance of building or any other permits for this project. Failure to pay all charges shall result in delays in the issuance of required permits or the revocation of the approval of this application.

4. Prior to obtaining a building permit, all parties working on the project shall obtain a business license from the City.

Planning Division

5. The Community Development Director shall review any deviations from the approved permit. The project proposes a Minor Modification (PL24-0017) to NACC Building G. The modifications consist of the following:
    a. Modifies the dock layout.
    b. Reduces the number of truck docks from 17 to 15.
    c. Reduce the number of parking stalls from 128 to 78.
    d. Revises trailer stall parking layout north of the building.
    e. Increases the building size from 93,720 SF to 98,143 SF (approximately 4.7% increase)
    f. Changes to exterior elevations
    g. Modifies the landscape plans

    The modifications are described in the site plan, landscaping plan, and architectural elevations shown in Exhibits A, B, and C. In the event the Community Development Director determines that the project is not in substantial conformance with the approval, the applicant shall submit a new application for a Design Permit or a Minor or Major Modification depending on which application is required by the zoning code.

6. All conditions of approval from Resolution 2018-86 (NACC Tentative Subdivision Map), Resolution 2018-89 (NACC Building G Design Permit), and Ordinance 2020-03 (NACC Development Agreement), remain in effect.

7. Prior to the effective date of the Minor Modification Permit, the applicant and property owner shall sign the agreement to the conditions of approval. The form is available as Exhibit D.

Building Division

8. Prior to construction of the Minor Modification improvements, the applicant shall obtain a building permit.

9. Prior to the final inspection, the applicant shall submit a letter of certification to the Building Official from the project architect certifying that all improvements have been constructed in accordance with the approved building plans.

10. Construction activities on the site shall be limited to between 7:00 a.m. and 6:00 p.m. Monday through Friday. Work between the hours of 6:00 pm and 7:00 am and work on weekends and holidays requires prior written approval from the Building Official. If weekends and holiday work is approved construction and grading activities on the site shall be limited to between 8:00 a.m. to6:00 p.m. on Saturdays, and between 10:00 a.m. and 6:00 p.m. on Sundays and State and Federal holidays.

11. Recycling of Construction and Demolition Debris: Prior to issuance of a building permit, the applicant shall submit a plan for the diversion of at least 70 percent of the debris from the building demolition and construction. The plan shall include the qualified recycler that will be used, the

methods of managing diversion of construction materials on site, and the proposed documentation that will be submitted to confirm that the diversion goal has been met.

12. Deferred Submittals: Prior to issuance of a building permit, the applicant shall submit a request to the Chief Building Official for any proposed deferred submittals on a form provided by the Building and Safety Division. The Deferred Submittal request shall include a justification for each proposed deferred submittal.

13. Accessibility: Prior to the final inspection, a Certified Access Specialist (CASp) shall submit a letter certifying that all improvements have been constructed in compliance with applicable state and federal accessibility standards.

14. NVUSD Developer Fees: Prior to issuance of each building permit, the applicant shall submit a Certificate of Compliance from the Napa Valley Unified School District (NVUSD). For more information contact NVUSD Developer Fees, link here: https://www.nvusd.org/doing-business-with-us/developerfees-clone .

Fire District

15. The buildings will be subject to the District's aerial apparatus impact fees as well as the fire impact fees due to the height of the buildings.

16. All Fire related underground piping and fire appurtenances shall be shown on the Civil plan submittal. In addition to the Civil plan submittal, at least (1) plan set under separate cover shall be submitted to American Canyon Building Division for routing to the American Canyon Fire Protection District detailing all underground piping and related fire appurtenances including but not limited to underground piping, underground sweep detail, underground trench details showing depth of burial, type of backfill, manufacturer's specifications of piping, valves joints, fittings and calculated size and locations of thrust blocks, hydrants locations (designate public or private), gate shut-off valves, PIV's, FDC's, fire pumps, fire pump and/or riser rooms.

17. Underground utility contractor, architect, and fire sprinkler contractor shall coordinate the location of risers and control valves prior to the issuance of a building permit.

18. An approved water supply capable of supplying the required fire flow for fire protection systems shall be provided to all premises upon which facilities or buildings are hereby constructed or moved into or within the City. Required fire flow and hydrant distribution shall be in accordance with Appendix B and C of the California Fire Code. Applicant shall demonstrate on plan submittal; square footage of each building on plan and provide the required fire flow information. Applicant shall demonstrate that the number and spacing of onsite fire hydrants meets with requirements of the California Fire Code. ***See sample below regarding fire flow and hydrant detail information needed.***

BUILDING FIRE FLOW REQUIREMENTS – CFC TABLES B105.2 & B105.1(2)

INFORMATION BELOW IS A SAMPLE AND FOR REFERENCE ONLY

Table B105.1(2) – Building size = 129, 600 square feet
Construction type = Type IIA
FF = 5,250 gpm at 20 psi
Duration = 4 hours

Table B105.2 – Fire sprinkler allowance = - 50%
5,250 – 2,625 = 2,625 gpm
FF = 2,625 gpm @ 20 psi
Duration = 2 hours

Table CC105.1 – Approximate number of hydrants = 3
Average spacing = 400 feet + 25% allowable increase = 500
Maximum distance from street or frontage = 225 feet = 50% allowable increase = 337.5

19. Fire Protection systems shall be installed in accordance with provisions set forth in the California Fire Code as amended by the American Canyon Fire Protection District and the applicable National Fire Protection Association Standard.

20. Fire Apparatus Access Roads shall be designed in accordance with provisions set forth in the California Fire Code Chapter 5 and Appendix D as amended by the American Canyon Fire Protection District and the applicable Public Works Standard.

21. Access roads shall be completed with all-weather surfaces prior to the stockpiling of combustible materials or beginning combustible construction. Fire apparatus access shall be provided to within 150 feet of the most remote portions of all building from an approved exterior route. If this cannot be achieved fire apparatus turn arounds will be needed.

22. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Vertical traffic calming in the form of speed pumps, humps or dips are prohibited along fire access roads without prior approval of the fire Code Official. The minimum width and clearances established in Section 503.2.1 shall be maintained at all times.

23. Where applicable improvement plan submittals for permit shall include locations of fire lane red curbing and fire lane signage. Please refer to and include City Public Works Standard FP-2A & 2B with plan submittals for permitting.

24. The City of American Canyon requires that a fire hydrant be in service within 250 feet of the furthest point of construction prior to the stockpiling of combustible materials for the beginning of construction.

25. Fire Department Connections (FDC) shall be located not more than 100 ft. from the nearest fire hydrant.

Public Works

26. Per CC Resolution 2018-86 Condition #37 a.2: Developer is required to install an 8-feet wide Class 1 multi-use path along the entire length of South Kelly Road frontage from Devlin Road to SR29. The Developer asked the City to include the Vine Trail portion within the Caltrans right-of-way with the South Kelly Road Improvements Project, TR23-0200, as a reimbursable item. The Developer will reimburse the City for the cost of the portion of the Vine Trail within the Caltrans right-of-way, including engineering, permitting and construction. Prior to approval of the Improvement Plans, Developer shall enter into a reimbursement agreement with the City.

27. Per CC Resolution 2018-86 Condition #37 b: Developer is required to install a 12" recycled water main from the end of the existing recycled water main in Devlin Road extending within South Kelly Road to the frontage of Lot 1. Developer asked the City to include the installation of the 12" recycled water main with the South Kelly Road Improvements Project, TR23-0200, as a reimbursable item. Developer will reimburse the City for the cost of the 12" recycled water main installation, including engineering, permitting and construction. Prior to approval of the Improvement Plans, Developer shall enter into a reimbursement agreement with the City.

28. Driveways do not conform to City Standard Drawing #3.11. A Design and Construction Exception approval shall be obtained prior to submittal of the Improvement Plans.

29. Prior to recordation of the Final Map, Lot G shall convey all private reciprocal easements with Lot E for the construction, use and/or maintenance of roads or other access, pedestrian access, drainage facilities, utilities and post-construction storm water management facilities on the Final Map or by separate easements.

30. Prior to recordation of the Final Map, Lot G shall establish a Shared Maintenance Agreement with Lot E for the long term and ongoing maintenance and operation of all shared private improvements. Specifically, the parcel owners shall be responsible for the ongoing maintenance and operation of all onsite stormwater quality facilities, shared storm drains, and shared access roads. The Shared Maintenance Agreement shall be prepared to run with the land of each parcel. The Shared Maintenance Agreement shall be submitted to the City for review and approval prior to recordation.

We look forward to working with you on this project. Should you have any questions, please contact me by e-mail at whe@americancanyon.gov , or by phone at 707-647-4337.

Sincerely,

City of American Canyon



William He, AICP
Senior Planner, Community Development Department

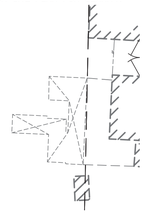
Attachments:
1. Exhibit A: Project Site Plan
2. Exhibit B: Landscaping Plan
3. Exhibit C: Architectural Plan
4. Exhibit D: Confirmation of Conditions of Approval

EC: Project Review Committee
File

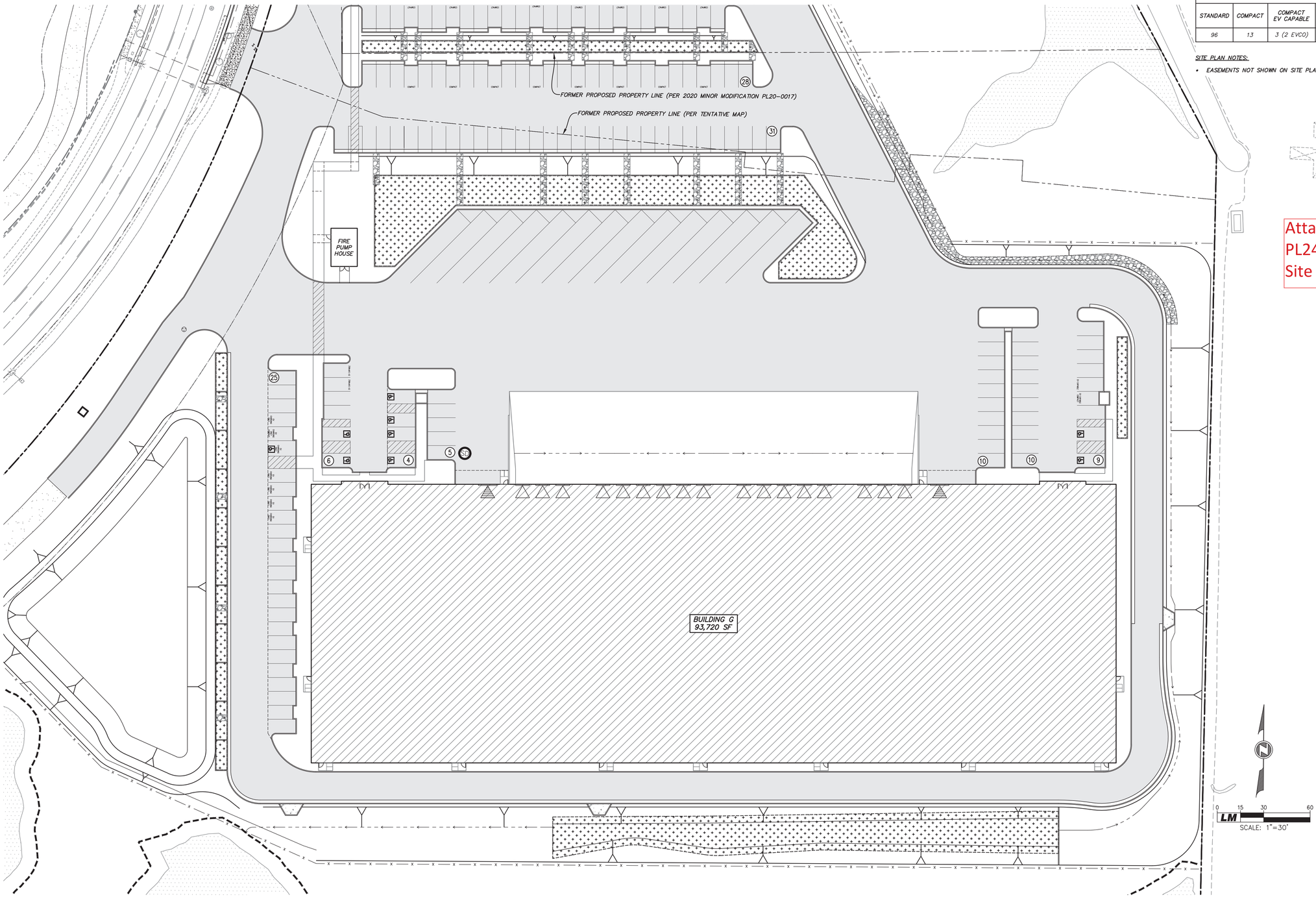
APPROVED PARKING							
STANDARD	COMPACT	COMPACT EV CAPABLE	ACCESSIBLE	ACCESSIBLE EV CHARGING ONLY	STANDARD EV CHARGING ONLY	STANDARD EV CAPABLE	TOTAL
96	13	3 (2 EVCO)	8 (3 VAN)	1 VAN	4	3	128

SITE PLAN NOTES:

- EASEMENTS NOT SHOWN ON SITE PLAN FOR CLARITY.



Attachment 1:
PL24-0017 NACC BLDG G MM - Site Plan



City of American Canyon
Planning Division Approval

2/19/2025

Authorized Signature Date

SHEET INDEX

No.	TITLE
1	APPROVED SITE PLAN (PL20-0017)
2	PROPOSED SITE PLAN (PL24-0017)
3	GRADING PLAN
4	GRADING PLAN
5	GRADING PLAN
6	GRADING PLAN
7	UTILITY PLAN
8	TYPICAL CROSS SECTIONS
9	PROPOSED FIRE PLAN
10	DRIVEWAY VARIANCE PLAN
L1.1	PRELIMINARY LANDSCAPE PLAN

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

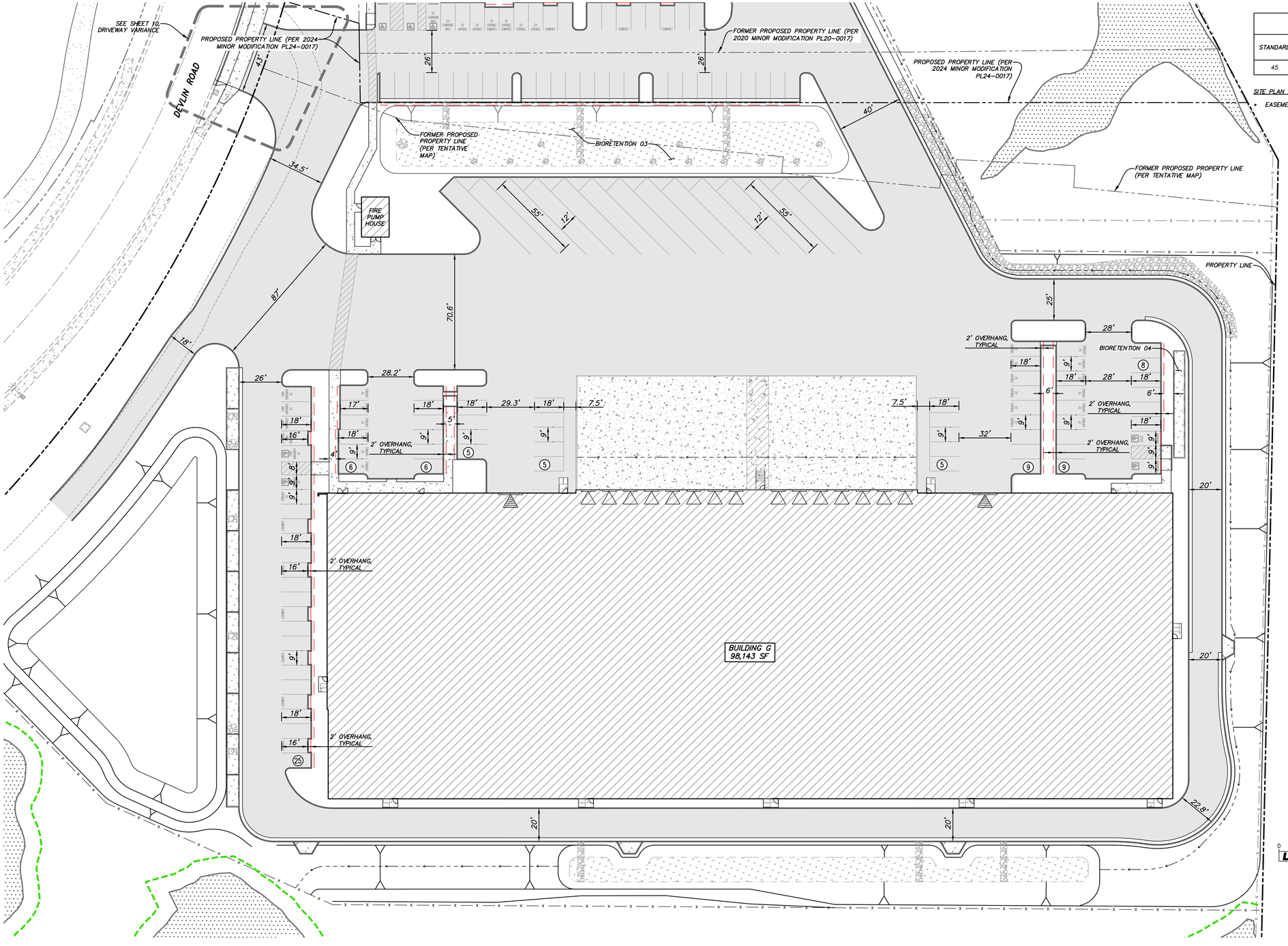
MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING G
940 DEVLIN ROAD CITY OF AMERICAN CANYON CALIFORNIA

APPROVED SITE PLAN (PL20-0017)

SCALE 1"=30'
DATE: 01-08-2024
JOB NO. 4775-1

1
SHEET 1 OF 11

X:\Land Projects\4775-1\dwg\4775-1_G-MM_01.dwg



PROPOSED PARKING							
STANDARD	COMPACT	COMPACT EV CAPABLE	ACCESSIBLE	ACCESSIBLE EV CHARGING ONLY	STANDARD EV CHARGING ONLY	STANDARD EV CAPABLE	TOTAL
45	6	1 EVCO	2 (1 VAN)	2 VAN	3	19	78

SITE PLAN NOTES:

- EASEMENTS NOT SHOWN ON SITE PLAN FOR CLARITY.

PARKING REQUIREMENTS	
BUILDING	G
WAREHOUSING/STORAGE SF	94,143
REQUIRED STALLS (SEE NOTE 1)	57
OFFICE SPACE SF	4,000
REQUIRED STALLS (SEE NOTE 2)	14
TOTAL STALLS REQUIRED	71

NOTES:
1. 1 STALL PER 1,000 SF OF FIRST 20,000 SF, PLUS 1 PER 2,000 SF THEREAFTER.
2. 1 STALL PER 300 SF.

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING G
940 DEVLIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

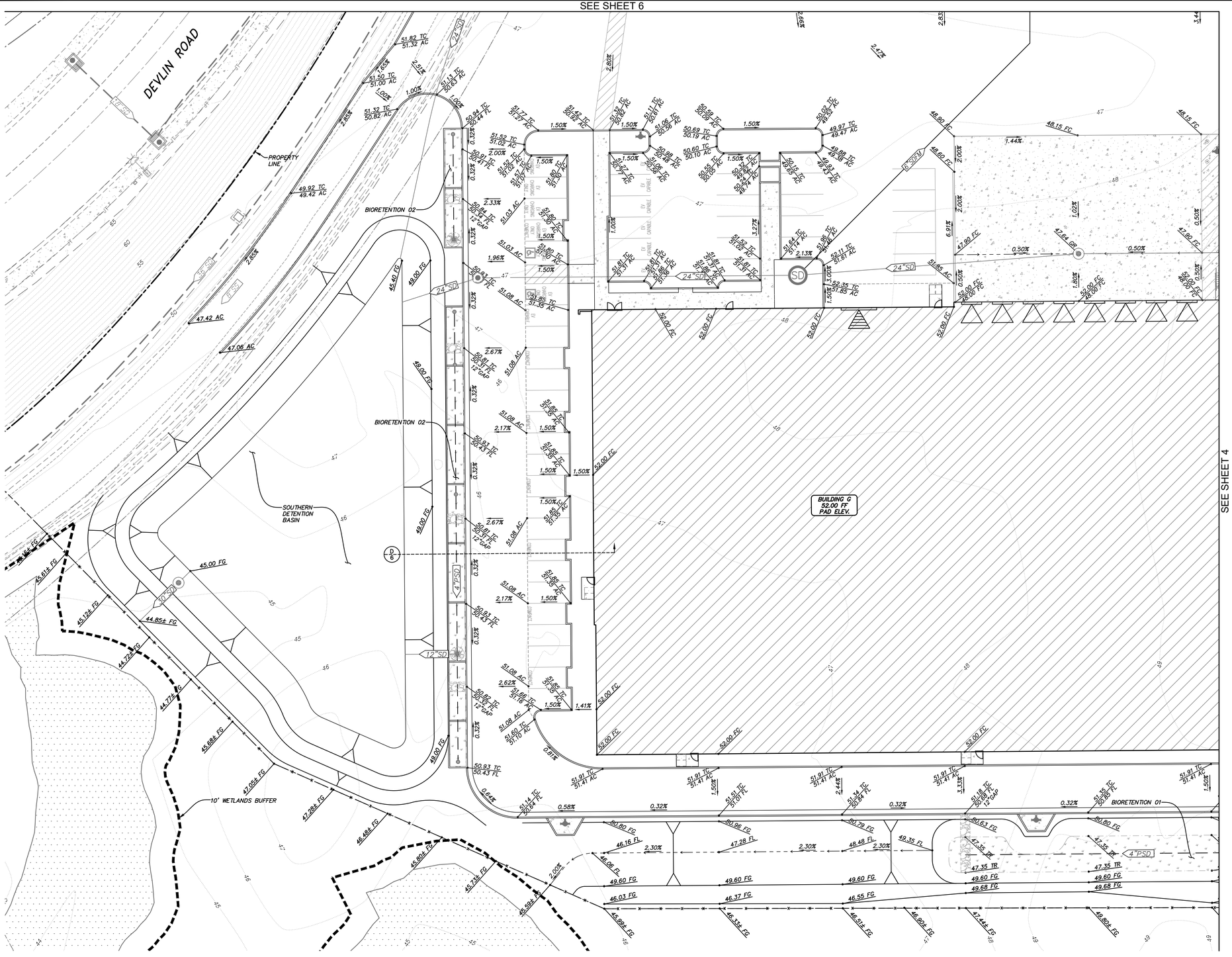
PROPOSED SITE PLAN (PL24-0017)

SCALE 1"=30'
DATE: 01-08-2024
JOB NO. 4775-1

2
SHEET 2 OF 11

X:\Land Projects\4775-1\dwg\4775-1_G-MM_02.dwg

SEE SHEET 6



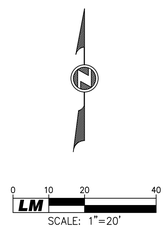
SEE SHEET 4

GRADING LEGEND:

- -R- -R- -R- -R- - – PROPOSED RIDGE LINE
- ——→ – – —— – PROPOSED PAVEMENT FLOW LINE
- 60.50 TC / 60.00 AC → – PROPOSED ELEVATION (DESCRIPTIONS AS LISTED BELOW)
  - TC: TOP OF CURB
  - FF: FINISHED FLOOR
  - FL: FLOW LINE
  - AC: ASPHALTIC CONCRETE
  - FG: FINISHED GROUND
- – PROPOSED BIORETENTION FACILITY

GENERAL NOTES:

1. TOP OF CURB (TC) = 0.5' + PAVEMENT ELEVATION (AC), FLOWLINE ELEVATION (FL), OR CONCRETE ELEVATION (FC), UNLESS OTHERWISE NOTED.
2. ALL ACCESSIBLE PARKING/LOADING AREAS SHALL HAVE NO MORE THAN 1.5% MAXIMUM SLOPE IN ANY DIRECTION.
3. ALL ACCESSIBLE PATHS OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE, HAVING A MAXIMUM 1/2" ABRUPT CHANGE IN ELEVATION, A MAXIMUM 5% SLOPE (IN THE DIRECTION OF TRAVEL) OR CURB RAMP AS NECESSARY, A MAXIMUM CROSS SLOPE OF 1.5%, AND A MINIMUM WIDTH OF 48". IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT RAMPS AND ACCESSIBLE PATHS OF TRAVEL MEET THESE REQUIREMENTS. ANY RAMPS FOUND OUT OF COMPLIANCE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.



DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

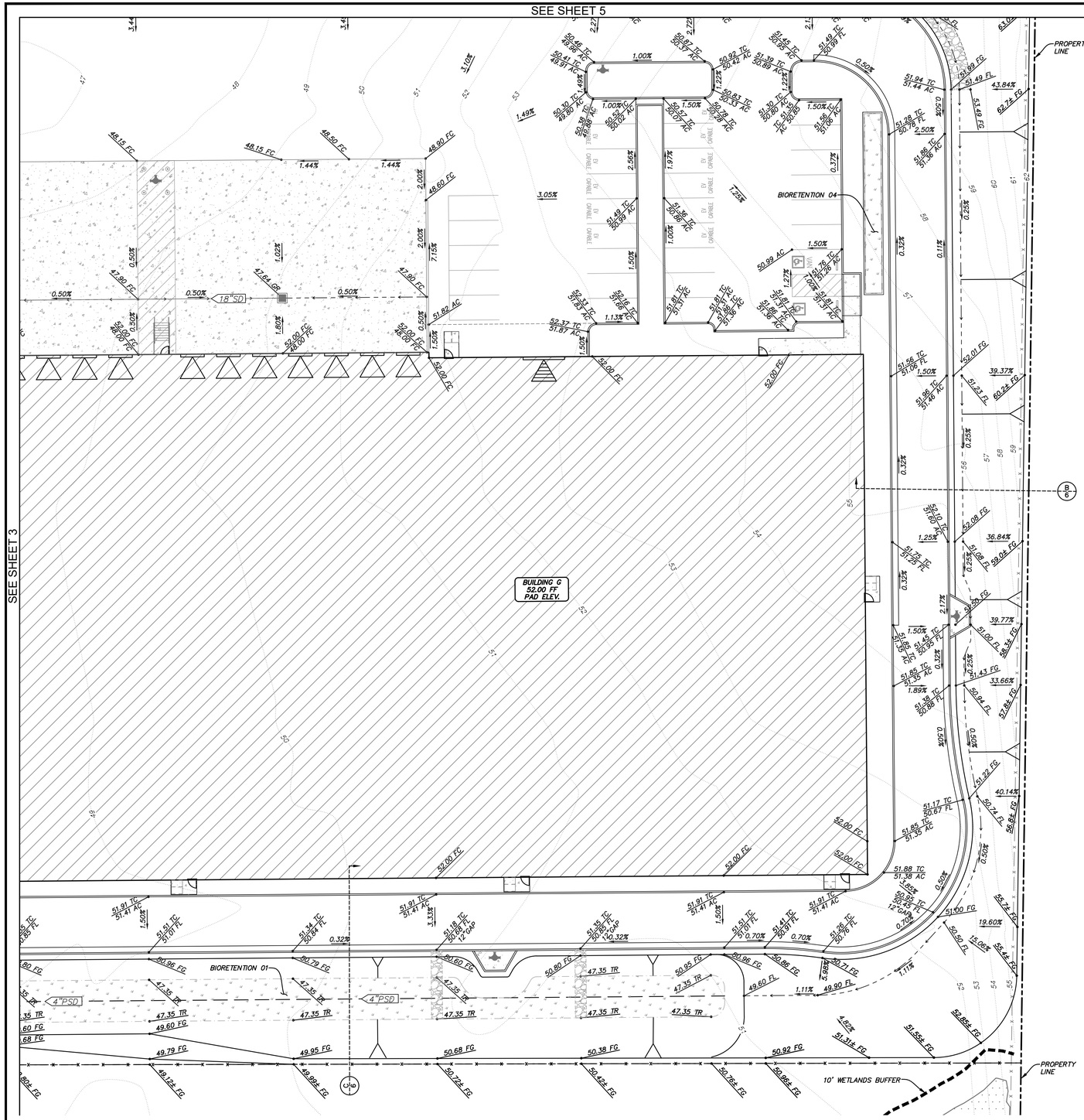
MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING G
940 DEVLIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

GRADING PLAN

SCALE 1"=20'
DATE: 01-08-2024
JOB NO. 4775-1

3
SHEET 3 OF 10

X:\Land Projects\4775-1\dwg\4775-1_C301.dwg



GRADING LEGEND:

- -R- -R- -R- -R- - – PROPOSED RIDGE LINE
- ——→ - - —— – PROPOSED PAVEMENT FLOW LINE
- 60.50 TC / 60.00 AC – PROPOSED ELEVATION (DESCRIPTIONS AS LISTED BELOW)
  - TC: TOP OF CURB
  - FF: FINISHED FLOOR
  - FL: FLOW LINE
  - AC: ASPHALTIC CONCRETE
  - FG: FINISHED GROUND
- – PROPOSED BIORETENTION FACILITY

GENERAL NOTES:

1. TOP OF CURB (TC) = 0.5' + PAVEMENT ELEVATION (AC), FLOWLINE ELEVATION (FL), OR CONCRETE ELEVATION (FC), UNLESS OTHERWISE NOTED.
2. ALL ACCESSIBLE PARKING/LOADING AREAS SHALL HAVE NO MORE THAN 1.5% MAXIMUM SLOPE IN ANY DIRECTION.
3. ALL ACCESSIBLE PATHS OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE, HAVING A MAXIMUM 1/2" ABRUPT CHANGE IN ELEVATION, A MAXIMUM 5% SLOPE (IN THE DIRECTION OF TRAVEL) OR CURB RAMP AS NECESSARY, A MAXIMUM CROSS SLOPE OF 1.5%, AND A MINIMUM WIDTH OF 48". IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT RAMPS AND ACCESSIBLE PATHS OF TRAVEL MEET THESE REQUIREMENTS. ANY RAMPS FOUND OUT OF COMPLIANCE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

0 10 20 40
LM
SCALE: 1"=20'

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

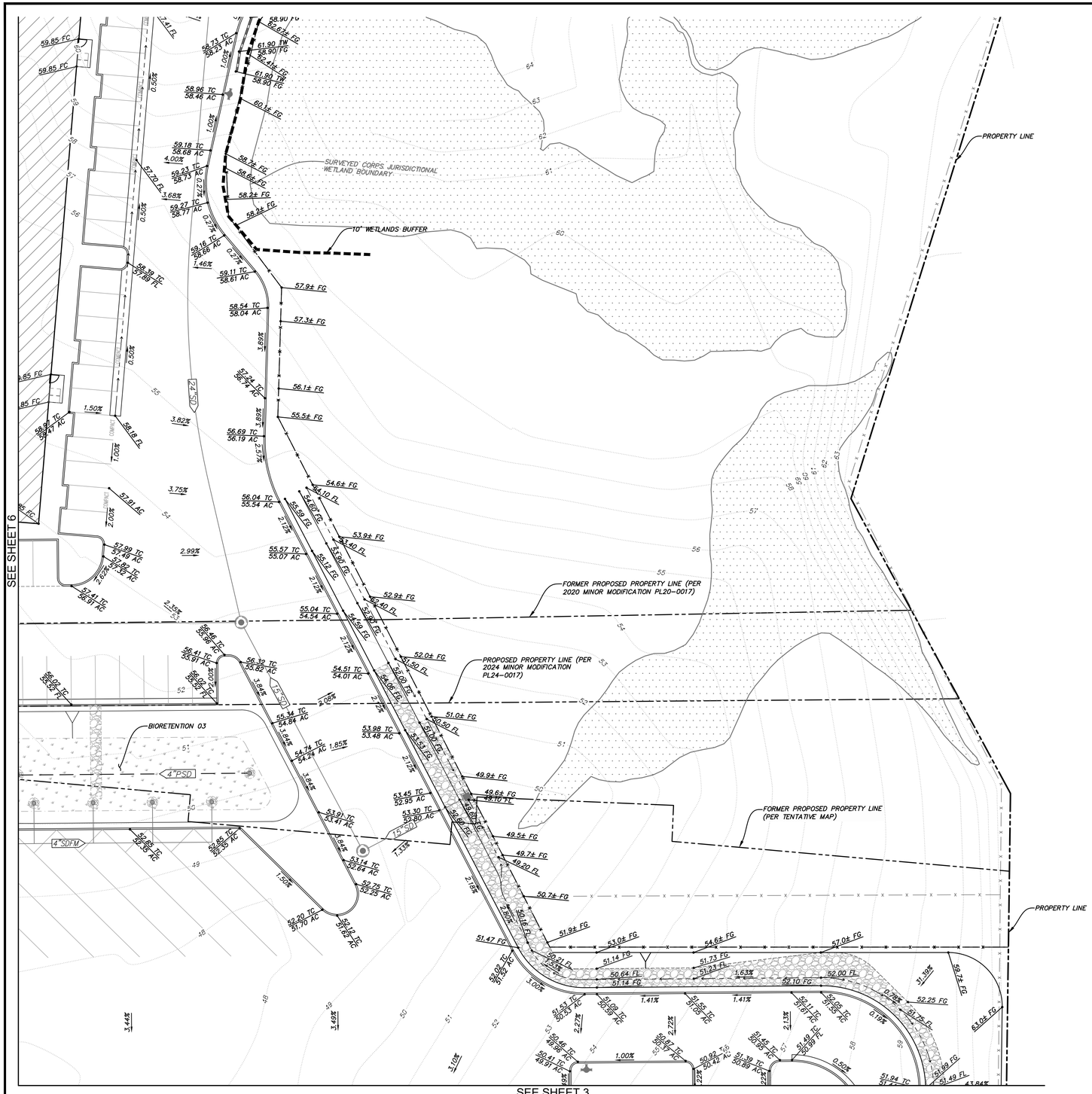
MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER BUILDING G
940 DEVLIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

GRADING PLAN

SCALE 1"=20'
DATE: 01-08-2024
JOB NO. 4775-1

4
SHEET 4 OF 10

X:\Land Projects\4775-1\dwg\4775-1_C302.dwg



GRADING LEGEND:

- -R- -R- -R- -R- - – PROPOSED RIDGE LINE
- ——→- - —— – PROPOSED PAVEMENT FLOW LINE
- 60.50 TC / 60.00 AC – PROPOSED ELEVATION (DESCRIPTIONS AS LISTED BELOW)
  - TC: TOP OF CURB
  - FF: FINISHED FLOOR
  - FL: FLOW LINE
  - AC: ASPHALTIC CONCRETE
  - FG: FINISHED GROUND
- – PROPOSED BIORETENTION FACILITY

GENERAL NOTES:

1. TOP OF CURB (TC) = 0.5' + PAVEMENT ELEVATION (AC), FLOWLINE ELEVATION (FL), OR CONCRETE ELEVATION (FC), UNLESS OTHERWISE NOTED.
2. ALL ACCESSIBLE PARKING/LOADING AREAS SHALL HAVE NO MORE THAN 1.5% MAXIMUM SLOPE IN ANY DIRECTION.
3. ALL ACCESSIBLE PATHS OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE, HAVING A MAXIMUM 1/2" ABRUPT CHANGE IN ELEVATION, A MAXIMUM 5% SLOPE (IN THE DIRECTION OF TRAVEL) OR CURB RAMP AS NECESSARY, A MAXIMUM CROSS SLOPE OF 1.5%, AND A MINIMUM WIDTH OF 48". IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT RAMPS AND ACCESSIBLE PATHS OF TRAVEL MEET THESE REQUIREMENTS. ANY RAMPS FOUND OUT OF COMPLIANCE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

0 10 20 40
SCALE: 1"=20'

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

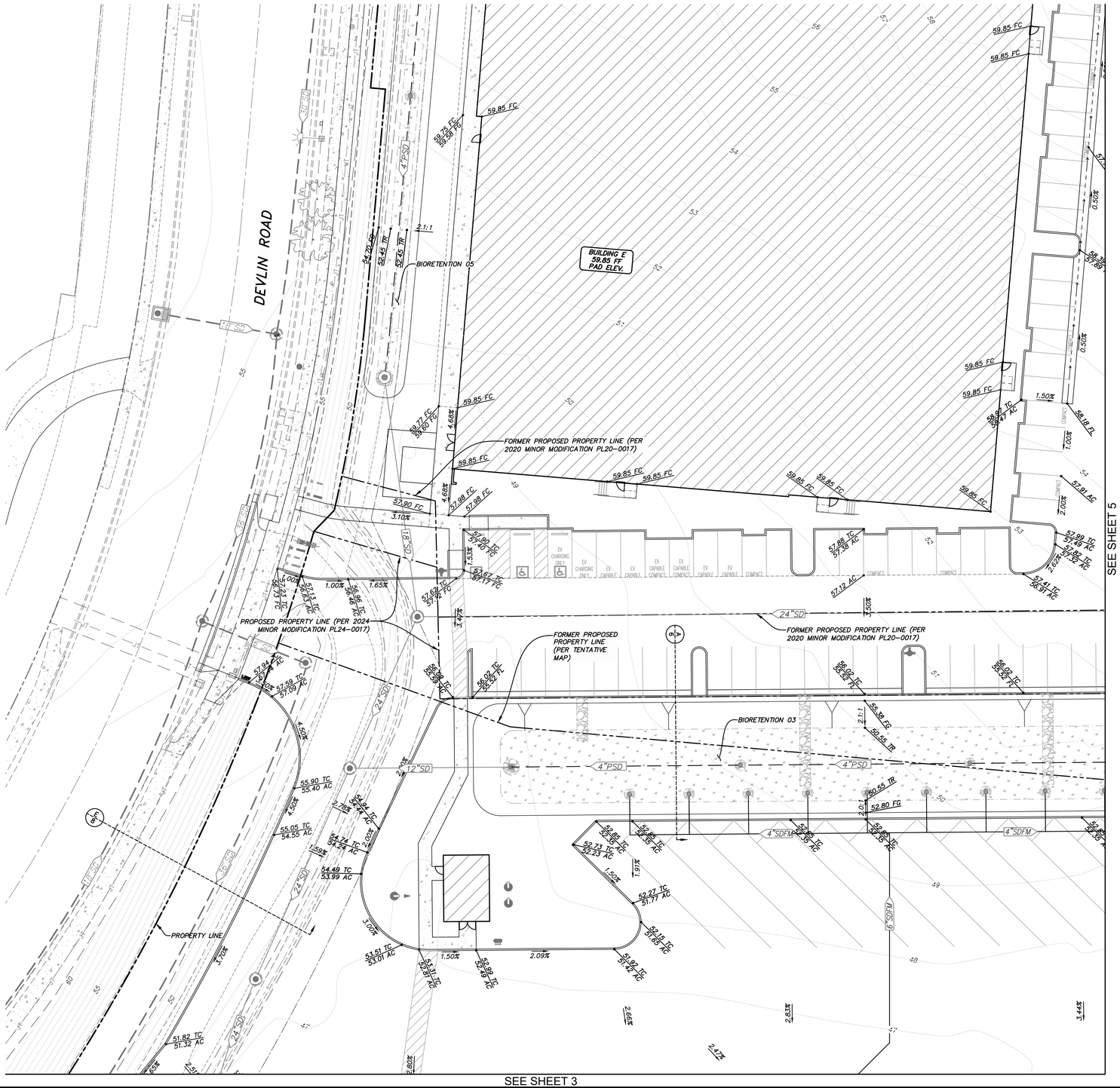
MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING G
940 DEVLIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

GRADING PLAN

SCALE 1"=20'
DATE: 01-08-2024
JOB NO. 4775-1

5
SHEET 5 OF 11

X:\Land Projects\4775-1\dwg\4775-1_C303.dwg



GRADING LEGEND:

- -R- -R- -R- -R- - – PROPOSED RIDGE LINE
- ——→ - - ——→ – PROPOSED PAVEMENT FLOW LINE
- 60.50 TC / 60.00 AC – PROPOSED ELEVATION (DESCRIPTIONS AS LISTED BELOW)
  - TC: TOP OF CURB
  - FF: FINISHED FLOOR
  - FL: FLOW LINE
  - AC: ASPHALTIC CONCRETE
  - FG: FINISHED GROUND
- – PROPOSED BIORETENTION FACILITY

GENERAL NOTES:

1. TOP OF CURB (TC) = 0.5' + PAVEMENT ELEVATION (AC), FLOWLINE ELEVATION (FL), OR CONCRETE ELEVATION (FC), UNLESS OTHERWISE NOTED.
2. ALL ACCESSIBLE PARKING/LOADING AREAS SHALL HAVE NO MORE THAN 1.5% MAXIMUM SLOPE IN ANY DIRECTION.
3. ALL ACCESSIBLE PATHS OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE, HAVING A MAXIMUM 1/2" ABRUPT CHANGE IN ELEVATION, A MAXIMUM 5% SLOPE (IN THE DIRECTION OF TRAVEL) OR CURB RAMP AS NECESSARY, A MAXIMUM CROSS SLOPE OF 1.5%, AND A MINIMUM WIDTH OF 48". IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT RAMPS AND ACCESSIBLE PATHS OF TRAVEL MEET THESE REQUIREMENTS. ANY RAMPS FOUND OUT OF COMPLIANCE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

0 10 20 40
LM SCALE: 1"=20'

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

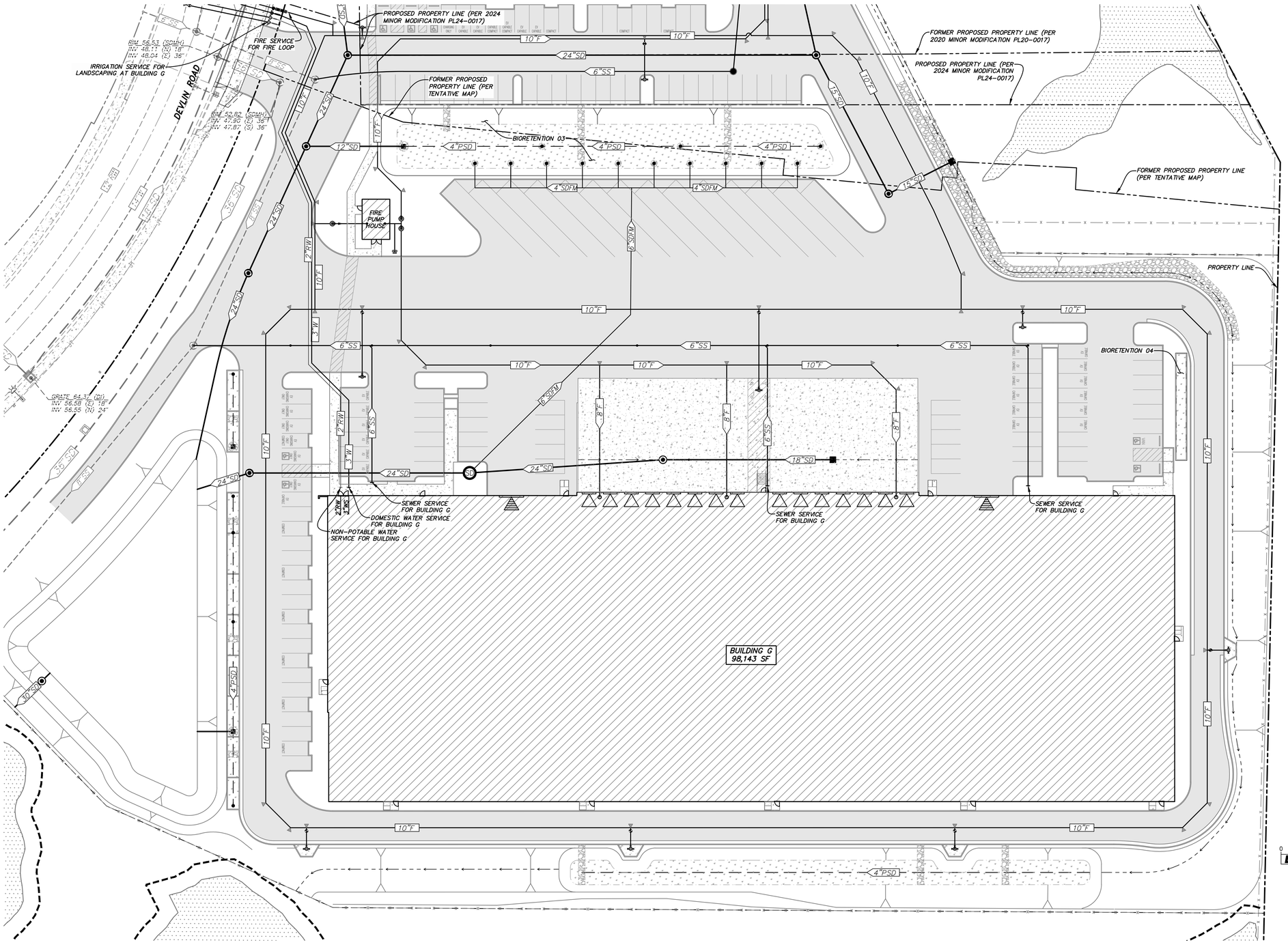
MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER BUILDING G
940 DEVLIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

GRADING PLAN

SCALE 1"=20'
DATE: 01-08-2024
JOB NO. 4775-1

6
SHEET 6 OF 11

X:\Land Projects\4775-1\dwg\4775-1_C304.dwg



DESIGNED BY BPB
DRAWN BY EDT
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

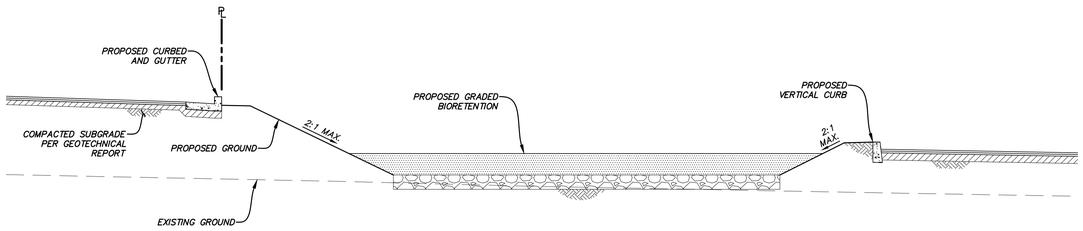
LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 06-05-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER – BUILDING G
920 DELVIN ROAD — CITY OF AMERICAN CANYON, CALIFORNIA
UTILITY PLAN

SCALE 1"=30'
DATE: 01-08-2024
JOB NO. 4775-1

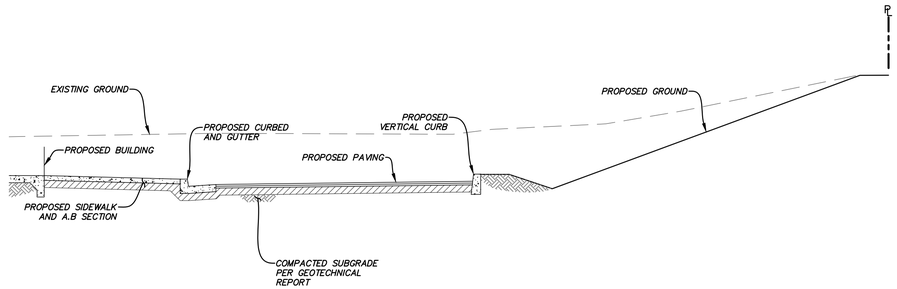
7
SHEET 7 OF 11

X:\Land Projects\4775-1\dwg\4775-1_G-MM_05.dwg



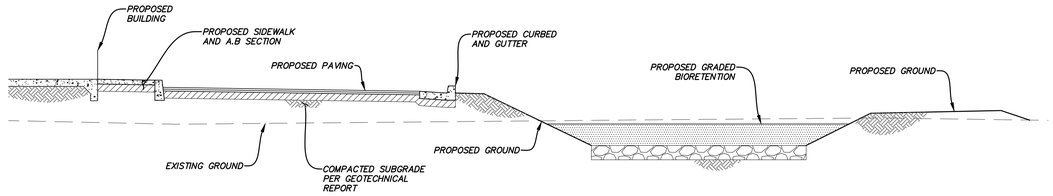
A BIORETENTION FACILITY BETWEEN BUILDINGS E & G

NTS



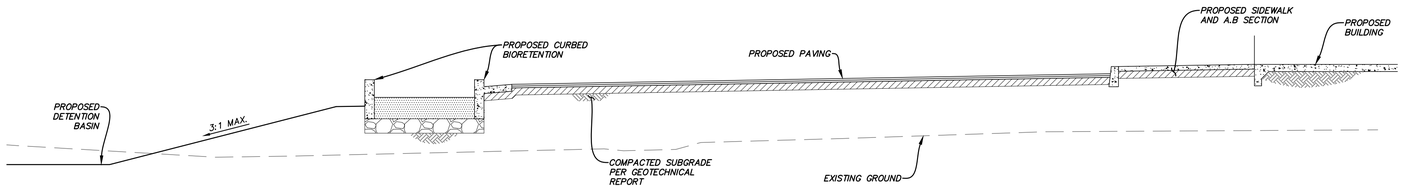
B EAST PROPERTY LINE BUILDING G

NTS



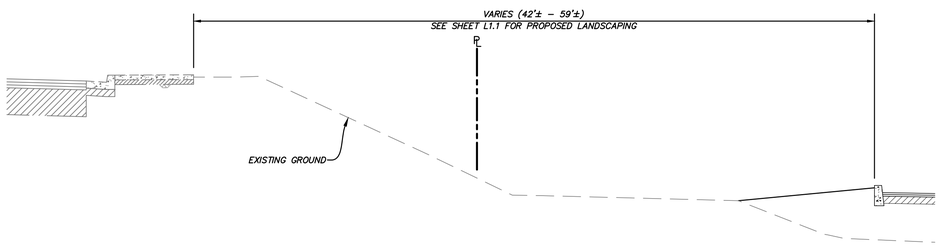
C BIORETENTION SOUTH OF BUILDING G

NTS



D BIORETENTION FACILITY WEST OF BUILDING G

NTS



E DEVLIN ROAD AT WEST DRIVE AISLE

NTS

REV.	DATE	DESCRIPTION	BY	APP'D.

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

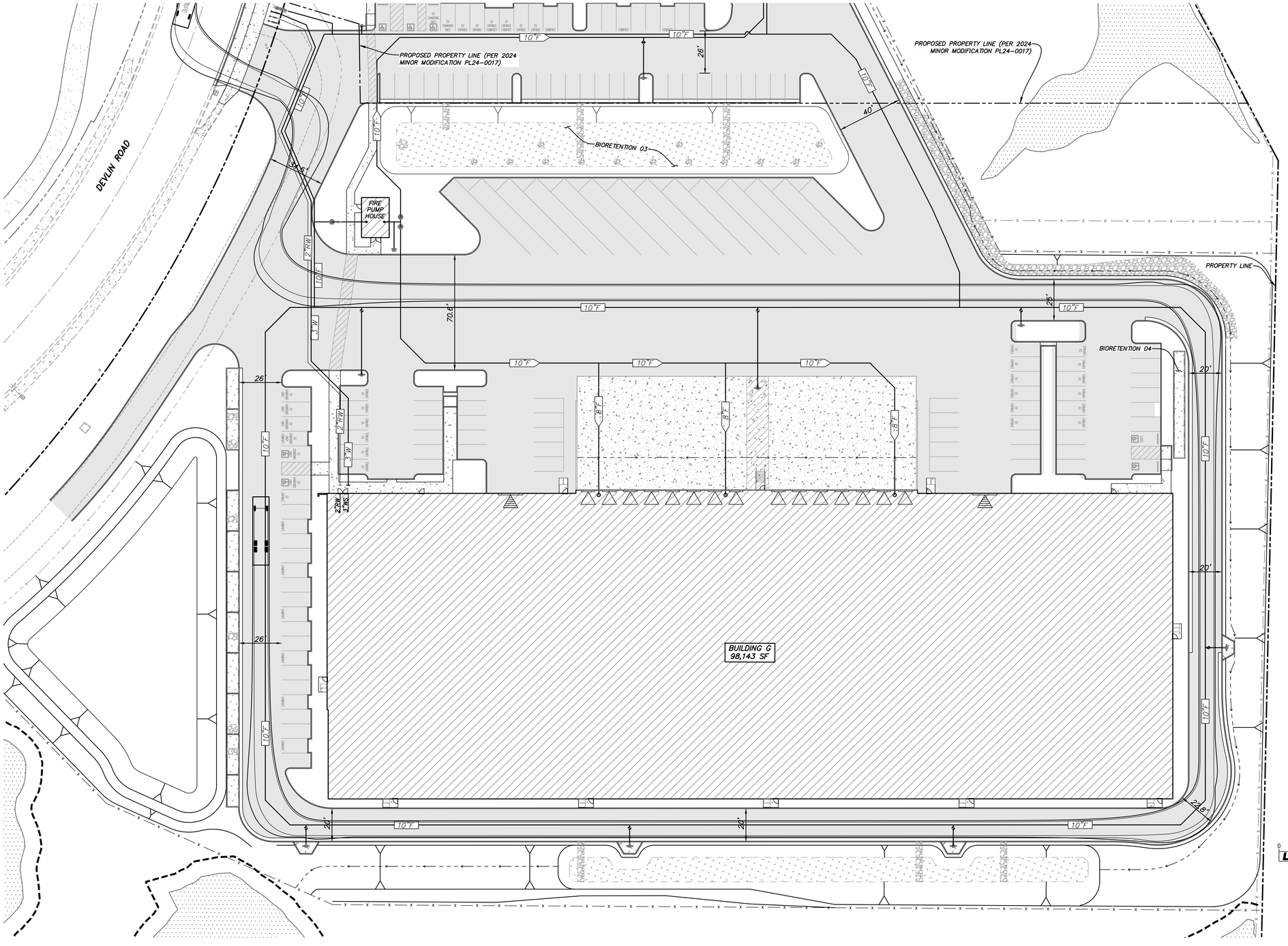
MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER BUILDING G
940 DEVLIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

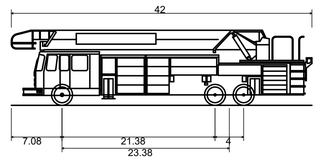
TYPICAL CROSS SECTIONS

SCALE AS SHOWN
DATE: 01-08-2024
JOB NO. 4775-1

8
SHEET 8 OF 11

X:\Land Projects\4775-1\dwg\4775-1_G-MM_06.dwg





City of Napa Ladder Truck

Overall Length	42.000ft
Overall Width	10.000ft
Overall Body Height	10.495ft
Min Body Ground Clearance	0.925ft
Track Width	8.360ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	41.20°

DESIGNED BY BPB
DRAWN BY EDT
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 06-05-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

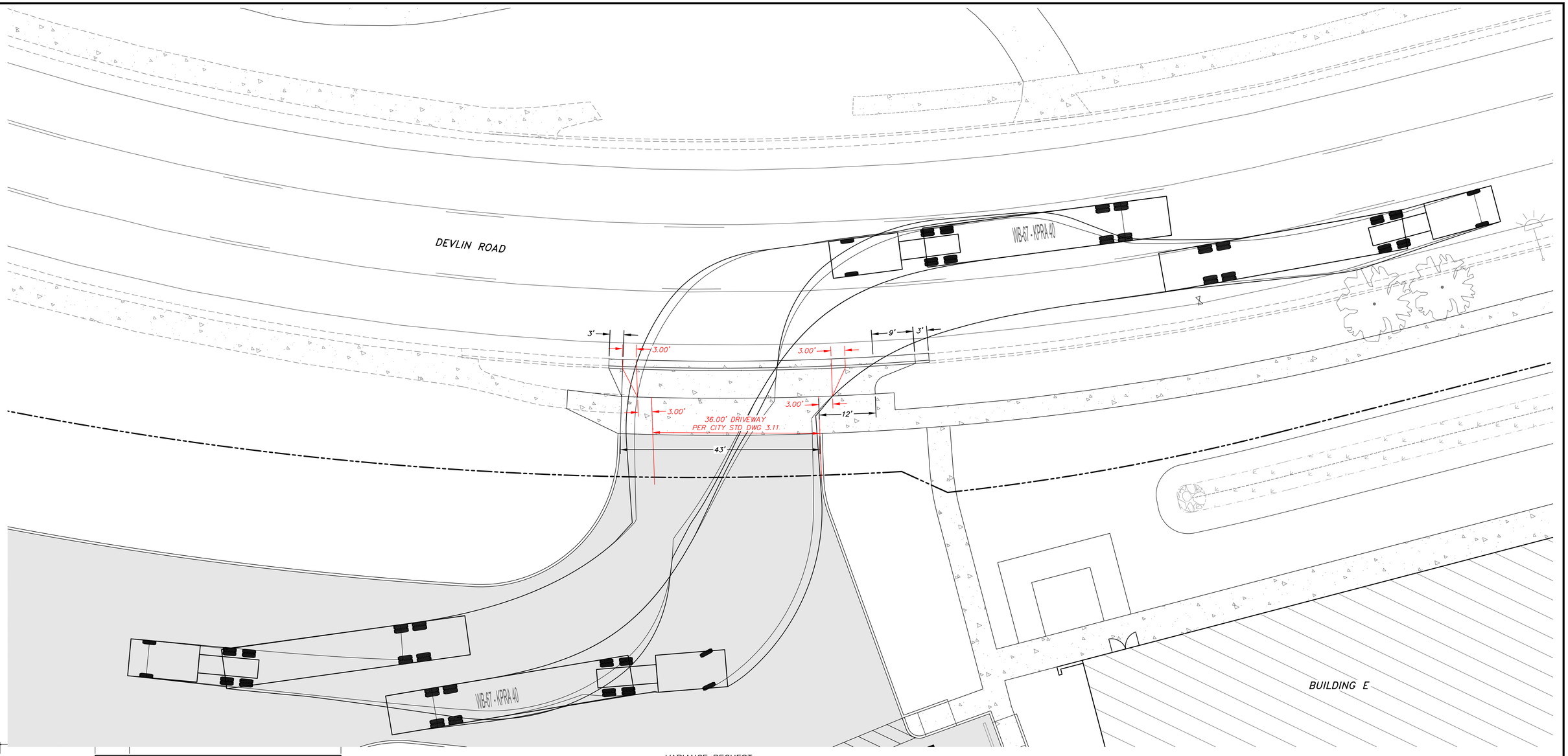
MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER – BUILDING G
920 DELVIN ROAD CITY OF AMERICAN CANYON, CALIFORNIA

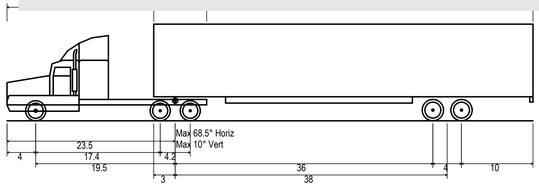
PROPOSED FIRE PLAN

SCALE 1"=30'
DATE: 01-08-2024
JOB NO. 4775-1

9
SHEET 9 OF 11

X:\Land Projects\4775-1\dwg\4775-1_G-MM_03.dwg





WB-67 - KPRA 40	
Overall Length	73.501ft
Overall Width	8.500ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	28.40°

VARIANCE REQUEST:
APPLICANT REQUESTS A VARIANCE TO COMMERCIAL CURB CUTS & DRIVEWAY REGULATIONS (STANDARD DWG. # 3.11) TO ACCOMMODATE TRUCK TURN MOVEMENTS.

0 5 10 20
LM
SCALE: 1"=10'

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

BY _____
PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER BUILDING G
940 DEVLIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

DRIVEWAY VARIANCE PLAN

SCALE 1"=10'
DATE: 01-08-2024
JOB NO. 4775-1

10
SHEET 10 OF 11

X:\Land Projects\4775-1\dwg\4775-1_G-MM_07.dwg

Attachment 2:
PL24-0017 NACC BLDG G MM -
Landscape Plan

Preliminary ETWU

LA= 71,991 s.f.
SLA = 0 s.f.
ETo= 45.8 inches/year

ETWU = (ETo) x 0.62) x ((PFxHA/IE)+SLA))
ETWU = 1,252,822 gallons per year

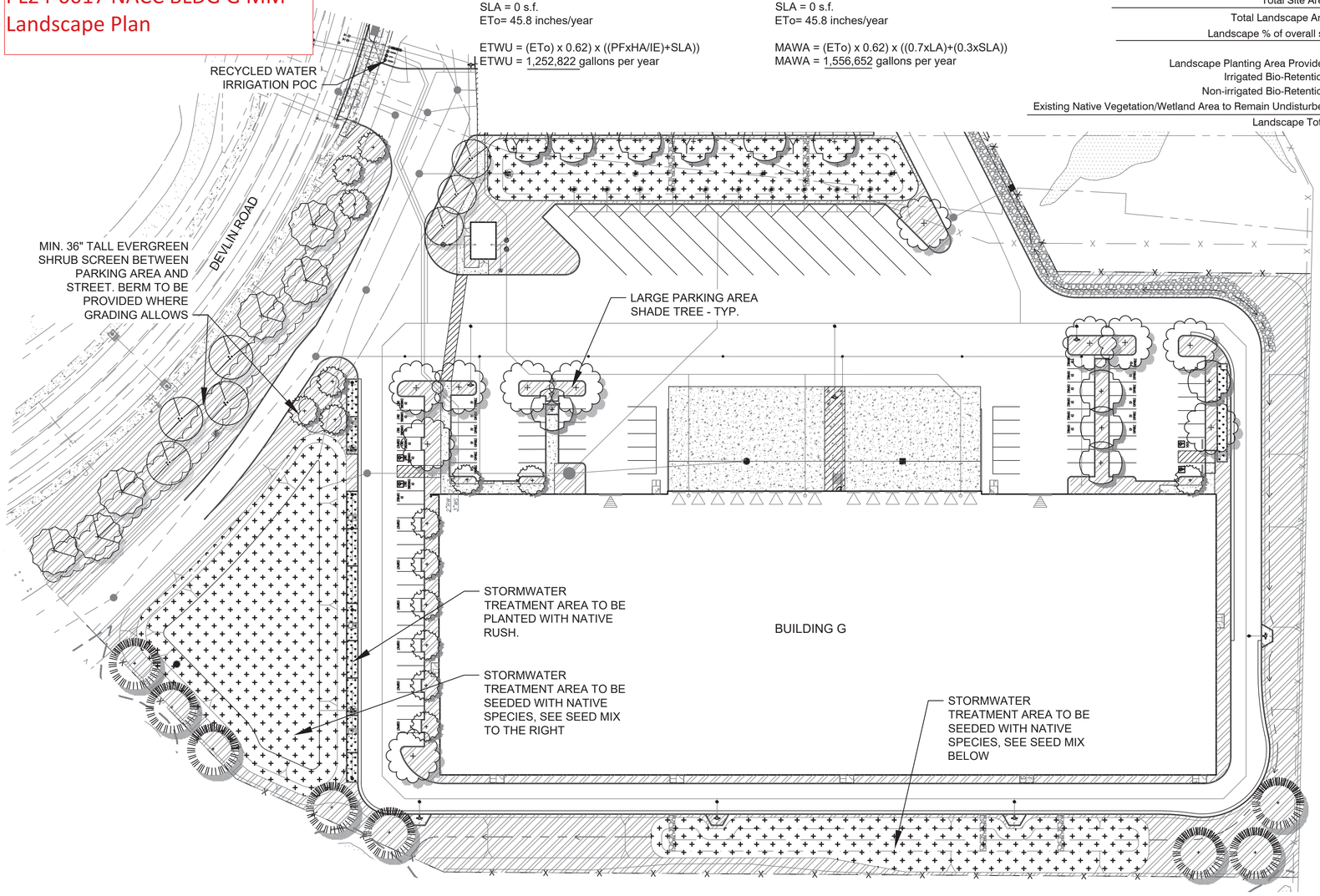
Preliminary MAWA

LA= 71,991 s.f.
SLA = 0 s.f.
ETo= 45.8 inches/year

MAWA = (ETo) x 0.62) x ((0.7xLA)+(0.3xSLA))
MAWA = 1,556,652 gallons per year

LANDSCAPE CALCULATIONS:

Total Site Area	521,030	s.f.
Total Landscape Area	291,634	s.f.
Landscape % of overall site	56	%
Landscape Planting Area Provided	70,314	s.f.
Irrigated Bio-Retention	1,677	s.f.
Non-irrigated Bio-Retention	43,628	s.f.
Existing Native Vegetation/Wetland Area to Remain Undisturbed	176,015	s.f.
Landscape Totals	291,634	s.f.



PRELIMINARY LANDSCAPE NOTES:

1. THERE IS APPROXIMATELY 291,634 S.F. OF LANDSCAPE AREA.
2. ALL PLANTS AND TREES ARE 'WUCOLS' LOW/MEDIUM WATER VARIETIES.
3. SOIL AMENDMENTS WILL BE INCORPORATED PER SOILS TEST. COMPOST WILL BE ORGANIC COMPOSTED GREEN WASTE.
4. ALL PLANTER AREAS SHALL BE TREATED WITH A 3" LAYER OF MULCH.
5. THERE IS 15 % LANDSCAPE AREAS WITHIN THE PARKING AND CIRCULATION AREA.
6. THERE ARE 73 PARKING STALLS AND 24 SHADE TREES. 1 TREE PER 3 STALLS = 24 TREES.

PRELIMINARY IRRIGATION NOTES:

A FULLY AUTOMATIC IRRIGATION SYSTEM THAT MEETS THE CURRENT WATER EFFICIENT LANDSCAPE ORDINANCE REQUIREMENTS SHALL BE INSTALLED INCLUDING THE FOLLOWING:

1. AN 'ET' SMART CONTROLLER AND 'ET' SENSOR SHALL BE USED FOR WEATHER BASED IRRIGATION CONTROL.
2. A MASTER VALVE AND FLOW SENSOR SHALL BE INSTALLED IN THE SYSTEM.
3. ALL PLANTER AREAS SHALL BE IRRIGATED WITH PLACE-DRIP IRRIGATION.
4. TREES SHALL RECEIVE DEEP WATERING BUBBLERS.
5. 'WELO' DOCUMENTATION SHALL BE SUBMITTED WITH LANDSCAPE IMPROVEMENTS PLANS (CONSTRUCTION DOCUMENTS).

PRELIMINARY RECYCLED WATER NOTES

1. MAINLINE, QUICK COUPLERS AND VALVE BOX LIDS, AND PIPING SHALL HAVE RECYCLED WATER SYMBOL AND WARNING.
2. THE IRRIGATION SYSTEM SHALL MEET ALL CITY REQUIREMENTS FOR RECYCLED WATER.
3. A WATER METER IS REQUIRED FOR FOR RECYCLED WATER IRRIGATION CONNECTION PER INDIVIDUAL SYSTEMS
4. WARNING TAGS SHALL BE PURPLE PLASTIC AND BEAR THE WORDS "RECYCLED WATER" ON EACH SIDE (ONE IN ENGLISH, THE OTHER SIDE SPANISH)
5. WARNING TAGS SHALL BE INSTALLED ON THE WATER METER, BACKFLOW PREVENTER , VALVES, AND EXPOSED PIPING OF ALL RECYCLED WATER SYSTEMS PER THE CITY GUIDELINES: ANGLE STOP, METER AND BACKFLOW ARE PAINTED PURPLE.
6. ALL CONSTRUCTION SHALL CONFORM TO THE CURRENT VERSION OF "GUIDELINES FOR THE USE OF RECYCLED WATER" AVAILABLE BY WATER PURVEYOR.
7. THE IRRIGATION SHALL BE INSTALLED TO PREVENT RUNOFF AND PONDING. OVER SPRAY OR WIND DRIFT ONTO PAVING AREAS IS NOT PERMITTED. THE SITE WILL BE REQUIRED TO PASS A 'SPRINKLER COVERAGE TEST' ADMINISTERED BY CITY STAFF TO ENSURE RECYCLED WATER REMAINS IN AUTHORIZED USE AREAS ONLY. PROVIDE A MINIMUM OF 48 HOURS NOTICE WHEN CONTACTING THE CITY TO SCHEDULE THIS TEST.
8. ANY CONNECTIONS BETWEEN THE POTABLE WATER AND RECYCLED WATER ARE PROHIBITED.
9. THE CITY BUILDING DIVISION MUST BE NOTIFIED FOR INSPECTION AT LEAST 24 HRS. PRIOR TO BACK FILL OF THE POINT OF CONNECTION. CERTIFICATE OF FINAL COMPLETION SHALL BE SUBMITTED TO THE BUILDING INSPECTOR PRIOR TO FINAL OCCUPANCY.
10. SUBSTANTIAL CHANGES TO THE APPROVED PLANS SHALL BE SUBMITTED TO THE 'BUILDING AND WATER RESOURCE DIV.' FOR RE-APPROVAL AT LEAST TWO WEEKS PRIOR TO CONSTRUCTION.
11. IDENTIFICATION FOR RECYCLED WATER APPLIES TO ALL PIPING, MAINLINES AND LATERALS. QUICK COUPLING VALVES SHALL HAVE PURPLE LOCKING LIDS. ALL VALVES TO BE INSTALLED IN PURPLE VALVE BOXES. DEPTH OF COVER SHALL BE AT LEAST 24" FOR MAINLINES.
12. A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN POTABLE WATER AND RECYCLED WATER PIPING IS REQUIRED. AT CROSSINGS, RECYCLED WATER CONSTANT PRESSURE MAINS SHALL BE AT LEAST 12" BELOW POTABLE WATER PIPES WITIHIN A 10' HORIZONTAL DISTANCE, LATERAL PIPING MAY CROSS ABOVE POTABLE WATER WITHIN A MINIMUM OF 12" CLEARANCE.
13. WHERE PIPE SLEEVES ARE USED, EITHER THE SLEEVE OR INTERIOR PIPE MUST BE IDENTIFIED AS RECYCLED WATER. IDENTIFICATION TAPE OR PURPLE COLORED PIPE IS PERMITTED ON THE SLEEVE. INTERIOR PIPE MUST BE PURPLE PIPE.
14. PURPLE PIPE SHALL NOT BE STORED IN DIRECT SUNLIGHT.
15. ALL IRRIGATION HEADS TO BE MARKED WITH RECYCLED WATER IDENTIFICATION CAPS.
16. HOSE BIBBS SHALL NOT BE USED.

LANDSCAPE PLANT LIST:

PLANT LIST: WATER REGIME PLANT FACTOR REFERENCED ARE PER WUCOLS IV - ZONE 1
MATURE HABIT PER SUNSET WESTERN GARDEN BOOK

TREES

		ARBUTUS 'MARINA'	MARINA TREE	15 GAL.	LOW	25' X 25'
		CEDRUS DEODARA	DEODAR CEDAR	15 GAL.	LOW	60' X 30'
		LAGERSTROEMIA F. 'CATAWBA'	CREPE MYRTLE	15 GAL.	LOW	15' X 15'
		PISTACIA CHINENSIS	CHINESE PISTACHE	15 GAL.	LOW	40' X 35'
		METROSIDEROS EXCELSA	NEW ZEALAND CHRISTMAS TREE	15 GAL.	LOW	30' X 30'
	X	QUERCUS SHUMARDII	SHURMARD OAK	15 GAL.	LOW	60' X 50'
		ULMUS 'FRONTIER'	FRONTIER ELM	15 GAL.	LOW	45' X 50'

GROUND COVER

						SPACING
		COPROSMA P. 'VERDE VISTA'	MIRROR PLANT	1 GAL.	LOW	36" O.C.
		COTONEASTER D. 'LOWFAST'	BEARBERRY	1 GAL.	LOW	36" O.C.
		TRACHELOSPERMUM JASMINOIDES	STAR JASMINE	1 GAL.	LOW	24" O.C.

STORMWATER TREATMENT PLANTING

						SPACING
	X	JUNCUS PATENS 'ELK BLUE'	ELK BLUE CALIFORNIA GRAY RUSH	1 GAL	LOW	36" O.C.
	X	NATIVE SEED MIX SEE RIGHT NON IRRIGATED	MFG. PACIFIC COAST SEED			

SHRUBS

	X	ARCTOSTAPHYLOS 'JOHN DOURLEY'	MANZANITA	5 GAL.	LOW	
		BERBERIS AUTROPURPUREA	JAPANESE PURPLE BARBERRY	5 GAL.	LOW	
		CEANOTHUS CONCHA	CALIFORNIA LILAC	5 GAL.	LOW	
	X	HETEROMELES ARBUTIFOLIA	TOYON	5 GAL.	LOW	
		LOROPETALUM RAZZLEBERRI	RAZZLEBERRY	5 GAL.	MEDIUM	
		NANDINA DOMESTICA	HEAVENLY BAMBOO	5 GAL.	LOW	
		NERIUM O. 'PETITE RED'	DWARF RED OLEANDER	5 GAL.	LOW	
		MISCANTHUS 'YAKU JIMA'	EULALIA GRASS	5 GAL.	MEDIUM	
		PHOTINIA FRASERI	FRASER PHOTINIA	5 GAL.	MEDIUM	
		RHAPHIOLEPIS I. 'PINK LADY'	INDIAN HAWTHORNE	5 GAL.	LOW	
		ROSA 'RED CARPET'	RED CARPET ROSE	2 GAL.	MEDIUM	
		PHORMIUM RUBRA	PURPLE FLAX	5 GAL.	MEDIUM	
		TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL.	LOW	
	X	SALVIA GREGGII 'PURPLE'	AUTUMN SAGE	5 GAL.	LOW	
		VIBURNUM 'SPRING BOUQUET'	COMPACT LAURUSTINUS	5 GAL.	LOW	
		XYLOSMA C. 'COMPACTA'	COMPACT XYLOSMA	5 GAL.	LOW	

STORMWATER TREATMENT BASIN SEED MIX

48 LBS. PER ACRE PACIFIC COAST SEED

APPLY COMPACT BIO SWALE MIX VIA HYDROSEED AT THE FOLLOWING RATES:
BIO SWALE SEE MIX - 48/LBS. PER ACRE
MULCH - 2,000 LBS PER ACRE
M-BINDER TACKIFIER - 180 LBS. PER ACRE

FESTUCA RUBRA, MOLATE FESCUE
ACHILLEA MILLEFOLIUM, COMMON YARROW
CAREX BARBAREA, SANTA BARBARA SEDGE
OENETHERA HOOKERI, HOOKER'S EVENING PRIMROSE

0 20 40 80
Scale 1" = 40 ft
sheet size = 24" x 36"

BEFORE EXCAVATING CALL: 811
48- HOURS BEFORE ALL PLANNED WORK OPERATIONS
811
Know what's below.
Call before you dig.

GreenDesign
Landscape Architects, Inc.
1464 Popinjay Drive Reno, NV.
p: 775 829 1364 email: bhatch00@charter.net

Napa Airport Corporate Center Building 'G'

940 Devlin Road American Canyon, CA 94508

ISSUE	DATE
--	--.--.--

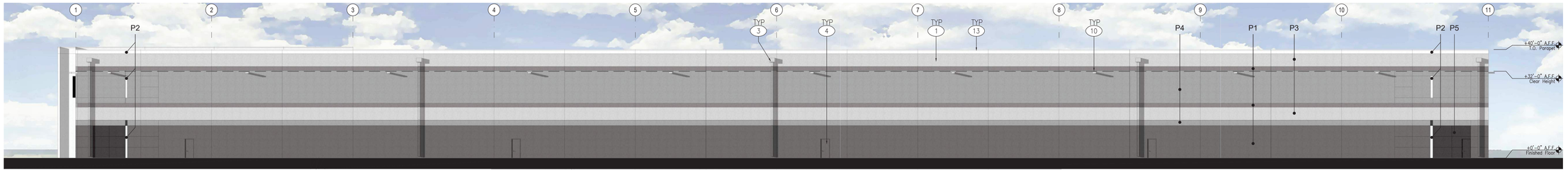
LICENSED LANDSCAPE ARCHITECT
BARBARA M. HATCH
No. 4181
Signature 12-31-25
Renewal Date 1-6-24
STATE OF CALIFORNIA

OWNERSHIP AND USE OF DOCUMENTS
All Drawings, Specifications and copies thereof furnished by Green Design Landscape Architecture are and shall remain its property. They are to be used only with respect to this Project and are not to be used on any other project. Submission or distribution to meet official regulatory requirements or for purposes in connection with the Project is not to be construed as publication in derogation of Green Design Landscape Architecture, common law copyright or other reserved rights.

Approved	bh		
Drawn	kh	Reviewed	bh
Project No.	--.--.--		
Scale	---	Issue Date	--.--.--

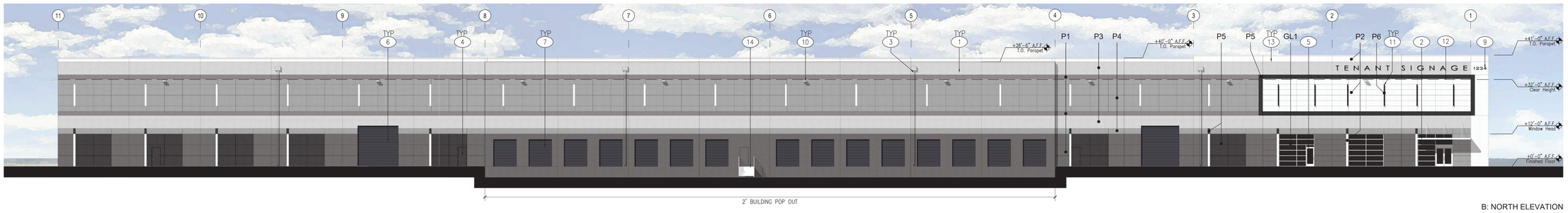
Preliminary Landscape Plan

L1.1

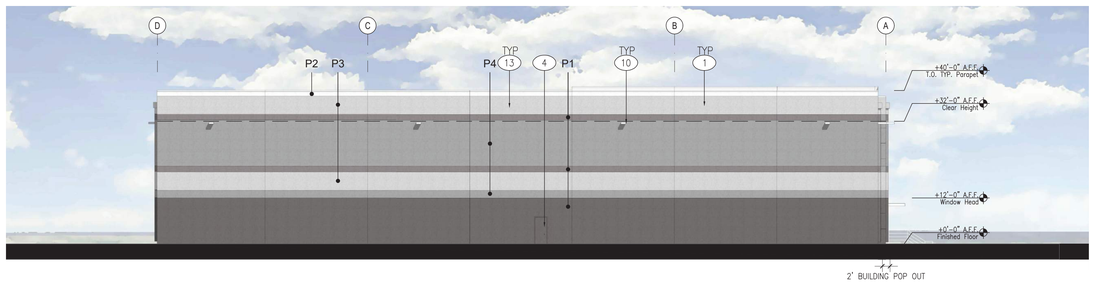


A: SOUTH ELEVATION

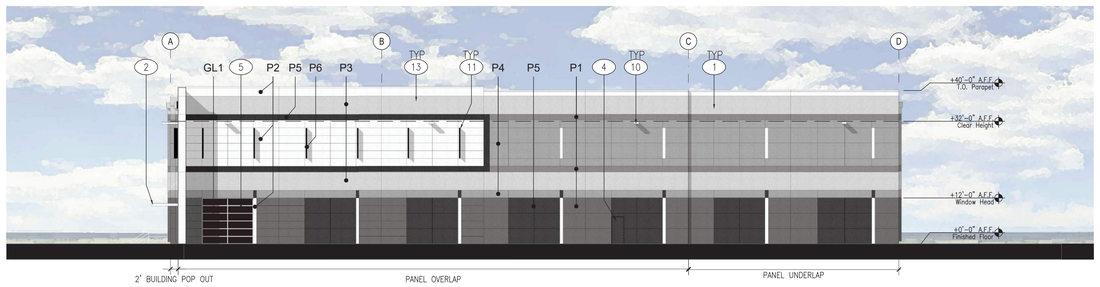
Attachment 3:
PL24-0017 NACC BLDG G MM - Exterior Elevations



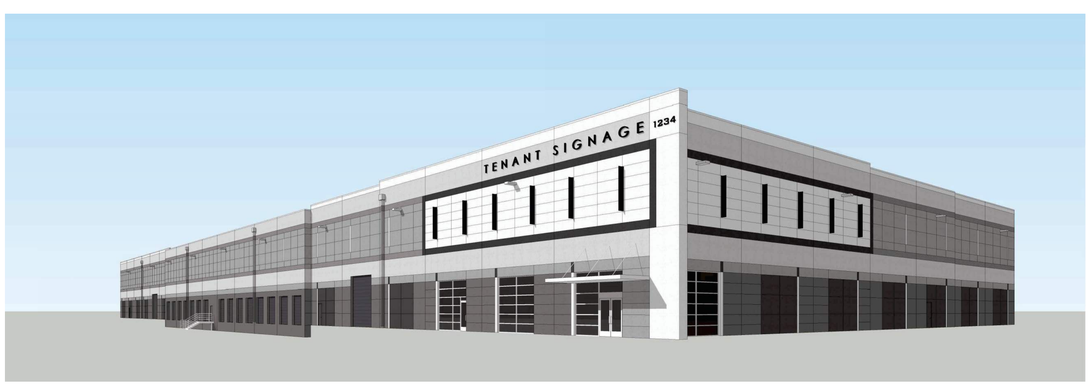
B: NORTH ELEVATION



D: EAST ELEVATION



C: WEST ELEVATION



E: PERSPECTIVE VIEW OF MAIN ENTRY

0' 8' 16' 32'

EXTERIOR ELEVATIONS 1
SCALE: 1/16" = 1'-0"

FINISH LEGEND:

- GL1 : 1" DUAL GLAZED INSULATING UNITS IN ALUMINUM FRAMES
  OUTSIDE PANE: VITRO GRAYLITE II 1/4" THICK DARK GRAY VISION GLAZ.
  INSIDE PANE: CLEAR FLOAT 1/4" GLASS
  FRAMES: THERMALLY BROKEN CLEAR ANODIZED ALUMINUM FRAMES
- P1: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7067 CITYSCAPE
- P2: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7008 ALABASTER
- P3: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7016 PASSIVE
- P4: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7660 EARL GREY
- P5: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7069 IRON ORE
- P6: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW6990 CAVIAR

KEYNOTES:

1. TYPICAL SITE CAST, CONCRETE TILT-UP PANELS WITH 3/4" REVEALS AND A MULTI COLOR COATING SYSTEM.
2. PAINTED STEEL ENTRY CANOPY
3. METAL SURFACE MOUNTED SCUPPERS AND DOWNSPOUTS. PAINT TO MATCH ADJACENT PANEL COLOR.
4. TYPICAL 3' X 7' STEEL MAN DOOR WITH LIGHT FIXTURE CENTERED OVER DOOR. PAINT TO MATCH ADJACENT PANEL COLOR.
5. TYPICAL WINDOW SYSTEM: DUAL PANE GLAZING IN 2" x 4" (NOMINAL) THERMALLY BROKEN, CLEAR ANODIZED ALUMINUM FRAMES. GLAZING TO BE TINTED WITH LOW-E COATING. STOREFRONT DOORS TO MATCH WINDOW SYSTEM.
6. 15' X 15' GRADE LEVEL O.H. SECTIONAL ROLL UP DOOR
7. 8'-6" X 10' DOCK LEVEL O.H. SECTIONAL ROLL UP DOOR
8. TENANT SIGNAGE: UNDER SEPARATE PERMIT AT TIME OF TENANT IMPROVEMENTS
9. ADDRESS SIGNAGE PER BUILDING, FIRE, AND SHERIFF DEPT REQUIREMENTS.
10. SURFACE MOUNTED LIGHT FIXTURE.
11. SURFACE MOUNTED BENT PLATE STEEL OR ALUMINUM 'ACCENT FINS'. PAINT AS SPECIFIED.
12. DASHED LINE INDICATES INTERNAL CLEAR HEIGHT.
13. FUTURE ROOF MOUNTED HVAC EQUIPMENT TO BE SCREENED FROM VIEWS FROM THE PUBLIC ROAD WAYS. SCREENING TO BE ACCOMPLISHED VIA THE BUILDING PARAPET OR A MECHANICAL SCREEN AS DEEMED NECESSARY BY THE PLANNING DEPARTMENT AT THE TIME WHEN THE FUTURE EQUIPMENT IS LOCATED AND SIZED.
14. STEEL DOCK STAIRS. PAINT AS SPECIFIED.

RMW
Architecture
Interiors

1718 Third Street
Suite 101
Sacramento
California 95811

Office
916 449-1400

rmw.com

OWNER / DEVELOPER:

502 WHITMORE AVE
MODESTO, CA
CONTACT: STEVE LAY
PHONE: 209.252.1295

PRELIMINARY DESIGN DOCUMENTS FOR:

NEW INDUSTRIAL/ MANUFACTURING BUILDINGS

BUILDING G
940 DEVLIN ROAD
AMERICAN CANYON, CA 94503
PL24-0017

approved for the owner by :

approved for the architect by :

issue : description : date :

City of American Canyon
Planning Division Approval
2/19/2025
Authorized Signature **Date**

GENERAL CONTRACTOR:

drawn by : EF plot date : 09-05-2024

checked by : JDL

stamp

LICENSED ARCHITECT
JEFFREY D. LEONHARDT
NO. C33644
REN. 12-31-25
STATE OF CALIFORNIA

scale : AS NOTED

project number : 2234116

EXTERIOR ELEVATIONS BUILDING G

sheet no. : A03.5

CITY OF AMERICAN CANYON

Attachment 4

EXHIBIT D
Applicant Confirmation of Conditions of Approval
NACC BLDG G Minor Modification
(FILE NO. PL24-0017)

As shown by my signature below, I confirm that I understand and agree to abide by the conditions of approval included in the Minor Modification Approval dated February 19, 2025.

[signature] 4/4/2025

Applicant's signature — Date

STEVE LAY

Applicant's name

[signature] 4/4/2025

Property Owner's signature — Date

G3 KELLY DEVLIN LLC (KEVIN CUTTENDUCE - MANAGER)

Property Owner's name

Please return signed confirmation to the City of American Canyon Community Development Department, 4381 Broadway, Suite 201, American Canyon, CA 94503

EXHIBIT E

SUBSEQUENT APPROVAL – MINOR MODIFICATION PL24-0023

[Attached behind this cover page]

CITY OF AMERICAN CANYON
COMMUNITY DEVELOPMENT DEPARTMENT

Sent by Email to:
Steven Lay, stevenlay@g3enterprises.com
Jeff Leonhardt, jleonhardt@rmw.com
Paymon Fardanesh, pay@lmce.net

February 20, 2025

Steven Lay
G3 Enterprises
502 E Whitmore Ave
Modesto, CA 95358

Subject: Approval of the NACC Buildings A and B Minor Modification (AA2025-04/PL24-0023) at 70 South Kelly Road and 90 South Kelly Road, APN 057-090-086

Dear Steven Lay:

I am pleased to inform you that the Napa Airport Commerce Center (NACC) Minor Modification (PL24-0016) at 70 South Kelly Rd and 90 South Kelly Rd, APN 057-090-086, is approved with conditions. The Napa Airport Commerce Center (NACC) site consists of five industrial buildings of approximately 284,540 SF on a 30.28-acre site in the Napa County Airport Industrial Area Specific Plan (NCAIASP). Building A modification consists of the following:

a. Widen drive aisles around building to 30 feet.
b. Modifies parking stall configuration to get stalls closer to the primary building.
c. Add one vehicle parking space for a total of 62.
d. Modifies site layout to utilize graded bio retention areas.
e. Modifies exterior elevations.
f. Modifies the landscape plans

Building B Modification consists of the following:

g. Modifies the roof so that it will slope toward the south to utilize the bioretention area.
h. Modifies exterior elevations.
i. Modifies the landscape plans.

The goal of the changes is to increase the size of the building, develop more efficient vehicle circulation, and modernize the building facades.

In accordance with ACMC Section 19.45.030(D), approval of a minor modification must meet the following four findings.

1. The modification is in substantial conformity with the previously approved plan or permit, or if the change is substantive, that the revised project is equivalent to the original project design concept in terms of consistency with city design and development standards and policies.

The proposed modification changes the drive aisle widths, parking configuration, and site layout for bio retention areas for NACC Building A. The modification includes a change in roof slope for Building B. The size, orientation, and use classification of the buildings remains the same. The project is in substantial conformance of the original project (PL14-0022).

2. The modification will not create impacts substantially different from those of the previously approved project.

The original project consisted of Building A, a 24,397 SF building with 61 parking spaces, and Building B, a 22,668 SF building with 28 parking spaces. The current modification proposes changes to the site layout for Building A and a change in roof slope for Building B. The size and use of the buildings remain the same. The modification will not create impacts substantially different from the approved project.

3. The granting of the modification will not be materially detrimental to the public health, safety, or welfare, or to property or residents in the vicinity.

The modification is approved design. There are no indications of detrimental effects to people or property in the vicinity.

4. The proposed modification is consistent with the policies and exhibits contained in the general plan.

The modification is consistent with the general plan because the changes to the site layout and roof design meet the design criteria for height, bulk, and lot coverage. The modified site design does not visually conflict with the character of the surrounding industrial business area. The updated architectural facades provide a modern look to the building, which will be consistent with the five buildings proposed in the NACC site.

Conditions of Approval

General

1. The applicant shall defend, indemnify, and hold harmless the City of American Canyon ("City"), its elected officials, officers, employees, attorneys, representatives, boards, commissions, consultants, volunteers and agents from and against all claims, actions, including actions to arbitrate or mediate, damages, losses, judgments, liabilities, expenses and other costs, or proceedings against the City, its elected officials, officers, employees, attorneys, representatives, boards, commissions, volunteers, or agents to attack, modify, set aside, void, or annul an approval, conditional approval, permit, entitlement, environmental document, environmental clearance, mitigation plan, or any other document or any of the proceedings, acts, or determinations taken, done, or made prior to granting of such approval, conditional approval, permit, entitlement, environmental clearance, environmental document, mitigation plan, or

other documents, by the City, including, without limitation, an action against an advisory agency, appeal board, or legislative body within the applicable limitation period.

The obligation to defend, indemnify and hold the City harmless shall include the payment of all legal costs and attorney's fees (including a third party award of attorney's fees), arising out of, resulting from, or in connection with the City's act or acts leading up to and including approval of any environmental document or mitigation plan granting approvals to the applicant, incurred on behalf of, or by, the City, its elected officials, officers, employees, representatives, attorneys, boards, commissions, volunteers and agents in connection with the defense of any claim, action, or proceeding challenging the entire or a portion of an approval, conditional approval, permit, entitlement or any other document of any related claim.

The obligation to defend, indemnify, and hold the City harmless shall include, but not be limited to, the cost of preparation of any administrative record by the City, staff time, copying costs, court costs, or attorney's fees arising out of a suit or challenge contesting the adequacy of a permit, approval, conditional approval, entitlement, environmental document, mitigation plan, environmental clearance, or any other document or approval related to the applicant's project.

The City will promptly notify the applicant of any claim, action, or proceeding and will cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim, action, or proceeding, or the City fails to cooperate fully in the defense, the applicant shall not be responsible to defend, indemnify, or hold harmless the City.

In the event a legal challenge to a City permit, approval, conditional approval, environmental document, environmental clearance, mitigation plan, entitlement or any other document, proceeding, determination, or action related to the applicant's project is successful, and an award of attorneys' fees is granted against the City, the applicant shall be responsible to timely pay the full amount of such an award.

2. The approval shall become effective on the expiration of the appeal period, ten (10) calendar days following the decision, unless an appeal is filed. An appeal may be filed with the Community Development Director by filling out an Appeal Form accompanied by a fee of $795.

3. The applicant is responsible for paying all charges related to the processing of this discretionary case application prior to the issuance of building or any other permits for this project. Failure to pay all charges shall result in delays in the issuance of required permits or the revocation of the approval of this application.

4. Prior to obtaining a building permit, all parties working on the project shall obtain a business license from the City.

Planning Division

5. The Community Development Director shall review any deviations from the approved permit. The project proposes a Minor Modification (PL24-0023) to NACC Buildings A and B. Building A modification consists of the following:
    a. Widen drive aisles around building to 30 feet.
    b. Modifies parking stall configuration to get stalls closer to the primary building.
    c. Add one vehicle parking space for a total of 62.
    d. Modifies site layout to utilize graded bio retention areas.
    e. Modifies exterior elevations.
    f. Modifies the landscape plans

    Building B Modification consists of the following:
    g. Modifies the roof so that it will slope toward the south to utilize the bioretention area.
    h. Modifies exterior elevations.
    i. Modifies the landscape plans.

    The modifications are described in the site plan, landscaping plan, and architectural elevations shown in Exhibits A, B, C, and D. In the event the Community Development Director determines that the project is not in substantial conformance with the approval, the applicant shall submit a new application for a Design Permit or a Minor or Major Modification depending on which application is required by the zoning code.

6. All conditions of approval from Resolution 2018-86 (NACC Tentative Subdivision Map), Resolution 2018-87 (NACC Buildings A and B Design Permit), and Ordinance 2020-03 (NACC Development Agreement), remain in effect.

7. Prior to the effective date of the Minor Modification Permit, the applicant and property owner shall sign the agreement to the conditions of approval. The form is available as Exhibit E.

Building Division

8. Prior to construction of the Minor Modification improvements, the applicant shall obtain a building permit.

9. Prior to the final inspection, the applicant shall submit a letter of certification to the Building Official from the project architect certifying that all improvements have been constructed in accordance with the approved building plans.

10. Construction activities on the site shall be limited to between 7:00 a.m. and 6:00 p.m. Monday through Friday. Work between the hours of 6:00 pm and 7:00 am and work on weekends and holidays requires prior written approval from the Building Official. If weekends and holiday work is approved construction and grading activities on the site shall be limited to between 8:00 a.m.

to6:00 p.m. on Saturdays, and between 10:00 a.m. and 6:00 p.m. on Sundays and State and Federal holidays.

11. Recycling of Construction and Demolition Debris: Prior to issuance of a building permit, the applicant shall submit a plan for the diversion of at least 70 percent of the debris from the building demolition and construction. The plan shall include the qualified recycler that will be used, the methods of managing diversion of construction materials on site, and the proposed documentation that will be submitted to confirm that the diversion goal has been met.

12. Deferred Submittals: Prior to issuance of a building permit, the applicant shall submit a request to the Chief Building Official for any proposed deferred submittals on a form provided by the Building and Safety Division. The Deferred Submittal request shall include a justification for each proposed deferred submittal.

13. Accessibility: Prior to the final inspection, a Certified Access Specialist (CASp) shall submit a letter certifying that all improvements have been constructed in compliance with applicable state and federal accessibility standards.

14. NVUSD Developer Fees: Prior to issuance of each building permit, the applicant shall submit a Certificate of Compliance from the Napa Valley Unified School District (NVUSD). For more information contact NVUSD Developer Fees, link here: https://www.nvusd.org/doing-business-with-us/developerfees-clone .

Fire District

15. The buildings will be subject to the District's aerial apparatus impact fees as well as the fire impact fees due to the height of the buildings.

16. All Fire related underground piping and fire appurtenances shall be shown on the Civil plan submittal. In addition to the Civil plan submittal, at least (1) plan set under separate cover shall be submitted to American Canyon Building Division for routing to the American Canyon Fire Protection District detailing all underground piping and related fire appurtenances including but not limited to underground piping, underground sweep detail, underground trench details showing depth of burial, type of backfill, manufacturer's specifications of piping, valves joints, fittings and calculated size and locations of thrust blocks, hydrants locations (designate public or private), gate shut-off valves, PIV's, FDC's, fire pumps, fire pump and/or riser rooms.

17. Underground utility contractor, architect, and fire sprinkler contractor shall coordinate the location of risers and control valves prior to the issuance of a building permit.

18. An approved water supply capable of supplying the required fire flow for fire protection systems shall be provided to all premises upon which facilities or buildings are hereby constructed or moved into or within the City. Required fire flow and hydrant distribution shall be in accordance with Appendix B and C of the California Fire Code. Applicant shall demonstrate on plan submittal;

square footage of each building on plan and provide the required fire flow information. Applicant shall demonstrate that the number and spacing of onsite fire hydrants meets with requirements of the California Fire Code. ***See sample below regarding fire flow and hydrant detail information needed.***

BUILDING FIRE FLOW REQUIREMENTS – CFC TABLES B105.2 & B105.1(2)
INFORMATION BELOW IS A SAMPLE AND FOR REFERENCE ONLY

Table B105.1(2) – Building size = 129, 600 square feet
Construction type = Type IIA
FF = 5,250 gpm at 20 psi
Duration = 4 hours

Table B105.2 – Fire sprinkler allowance = - 50%
5,250 – 2,625 = 2,625 gpm
FF = 2,625 gpm @ 20 psi
Duration = 2 hours

Table CC105.1 – Approximate number of hydrants = 3
Average spacing = 400 feet + 25% allowable increase = 500
Maximum distance from street or frontage = 225 feet = 50% allowable increase = 337.5

19. Fire Protection systems shall be installed in accordance with provisions set forth in the California Fire Code as amended by the American Canyon Fire Protection District and the applicable National Fire Protection Association Standard.

20. Fire Apparatus Access Roads shall be designed in accordance with provisions set forth in the California Fire Code Chapter 5 and Appendix D as amended by the American Canyon Fire Protection District and the applicable Public Works Standard.

21. Access roads shall be completed with all-weather surfaces prior to the stockpiling of combustible materials or beginning combustible construction. Fire apparatus access shall be provided to within 150 feet of the most remote portions of all building from an approved exterior route. If this cannot be achieved fire apparatus turn arounds will be needed.

22. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Vertical traffic calming in the form of speed pumps, humps or dips are prohibited along fire access roads without prior approval of the fire Code Official. The minimum width and clearances established in Section 503.2.1 shall be maintained at all times.

23. Where applicable improvement plan submittals for permit shall include locations of fire lane red curbing and fire lane signage. Please refer to and include City Public Works Standard FP-2A & 2B with plan submittals for permitting.

24. The City of American Canyon requires that a fire hydrant be in service within 250 feet of the furthest point of construction prior to the stockpiling of combustible materials for the beginning of construction.

25. Fire Department Connections (FDC) shall be located not more than 100 ft. from the nearest fire hydrant.

Public Works

26. Per CC Resolution 2018-86 Condition #37 a.2: Developer is required to install an 8-feet wide Class 1 multi-use path along the entire length of South Kelly Road frontage from Devlin Road to SR29. The Developer asked the City to include the Vine Trail portion within the Caltrans right-of-way with the South Kelly Road Improvements Project, TR23-0200, as a reimbursable item. The Developer will reimburse the City for the cost of the portion of the Vine Trail within the Caltrans right-of-way, including engineering, permitting and construction. Prior to approval of the Improvement Plans, Developer shall enter into a reimbursement agreement with the City.

27. Per CC Resolution 2018-86 Condition #37 b: Developer is required to install a 12" recycled water main from the end of the existing recycled water main in Devlin Road extending within South Kelly Road to the frontage of Lot 1. Developer asked the City to include the installation of the 12" recycled water main with the South Kelly Road Improvements Project, TR23-0200, as a reimbursable item. Developer will reimburse the City for the cost of the 12" recycled water main installation, including engineering, permitting and construction. Prior to approval of the Improvement Plans, Developer shall enter into a reimbursement agreement with the City.

28. Driveways do not conform to City Standard Drawing #3.11. A Design and Construction Exception approval shall be obtained prior to submittal of the Improvement Plans.

29. Prior to recordation of the Final Map, Lot A shall convey all private reciprocal easements with Lot B for the construction, use and/or maintenance of roads or other access, drainage facilities, and utilities on the Final Map or by separate easements.

30. Prior to recordation of the Final Map, Lot A shall establish a Shared Maintenance Agreement with Lot B for the long term and ongoing maintenance and operation of all shared private improvements. Specifically, the parcel owners shall be responsible for the ongoing maintenance and operation of shared utilities, shared storm drains, and shared access roads. The Shared Maintenance Agreement shall be prepared to run with the land of each parcel. The Shared Maintenance Agreement shall be submitted to the City for review and approval prior to recordation.

31. Prior to recordation of the Final Map, Lot B shall convey all private reciprocal easements with Lot A and Lot D for the construction, use and/or maintenance of roads or other access, drainage facilities, utilities and post-construction storm water management facilities on the Final Map or by separate easements.

32. Prior to recordation of the Final Map, Lot B shall establish a Shared Maintenance Agreement with Lot A and Lot D for the long term and ongoing maintenance and operation of all shared private improvements. Specifically, the parcel owners shall be responsible for the ongoing maintenance and operation of all onsite stormwater quality facilities, shared storm drains, and shared access roads. The Shared Maintenance Agreement shall be prepared to run with the land of each parcel. The Shared Maintenance Agreement shall be submitted to the City for review and approval prior to recordation.

We look forward to working with you on this project. Should you have any questions, please contact me by e-mail at whe@americancanyon.gov , or by phone at 707-647-4337.

Sincerely,

City of American Canyon



William He, AICP
Senior Planner, Community Development Department

Attachments:
1. Exhibit A: Project Site Plan
2. Exhibit B: Landscaping Plan
3. Exhibit C: Building A Architectural Plan
4. Exhibit D: Building B Architectural Plan
5. Exhibit E: Confirmation of Conditions of Approval

EC: Project Review Committee
File

APPROVED PARKING							
BUILDING	STANDARD	COMPACT	ACCESSIBLE	ACCESSIBLE EV CHARGING ONLY	STANDARD EV CHARGING ONLY	STANDARD EV CAPABLE	TOTAL
A	45	4	4 (1 VAN)	2 (1 VAN)	3	3	61
B	21	0	4 (1 VAN)	1 VAN	1	2	28

SITE PLAN NOTES:

- EASEMENTS NOT SHOWN ON SITE PLAN FOR CLARITY.

Attachment 1:
PL24-0023 NACC BLDGS A & B MM - Site Plans

0 15 30 60
LM
SCALE: 1"=30'

S. KELLY ROAD

DEVLIN ROAD

BUILDING A
24,397 SF

BUILDING B
22,668 SF

DETENTION BASIN

BIORETENTION 10

BIORETENTION 11

BIORETENTION 12

BIORETENTION 13

BIORETENTION 14

PROPOSED 8' WIDE VINE TRAIL

PROPOSED 70.84' ACCESS EASEMENT

PROPOSED 20' ACCESS EASEMENT

PROPOSED PROPERTY LINE (PER TENTATIVE MAP)

100 LF 6" PVC SDR 35 SS @ 1%

36 LF 6" SS

6" SSCO RIM 58.14 INV 56.41

6" SSCO RIM 59.23 INV 55.41

6" SS INV 55.05

DENSE TREES

MISC. DEBRIS

City of American Canyon
Planning Division Approval
2/20/2025
Authorized Signature Date

SHEET INDEX

No.	TITLE
1	APPROVED SITE PLAN (PL20-0016)
2	PROPOSED SITE PLAN (PL24-0023)
3	GRADING PLAN
4	GRADING PLAN
5	PROPOSED UTILITY PLAN
6	TYPICAL CROSS SECTIONS
7	FIRE PLAN
8	DRIVEWAY VARIANCE PLAN
L1.1	PRELIMINARY LANDSCAPE PLAN

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER
BUILDINGS A & B
70 & 90 S. KELLY ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

APPROVED SITE PLAN (PL20-0016)

SCALE 1"=30'
DATE: 01-08-2024
JOB NO. 4775-1

1
SHEET 1 OF 9

X:\Land Projects\4775-1\dwg\4775-1_AB-MM_01.dwg

PARKING REQUIREMENTS		
BUILDING	A	B
WAREHOUSING/STORAGE SF	8,497	20,568
REQUIRED STALLS (SEE NOTE 1)	9	21
OFFICE SPACE SF	15,900	2,100
REQUIRED STALLS (SEE NOTE 2)	53	7
TOTAL STALLS REQUIRED	62	28

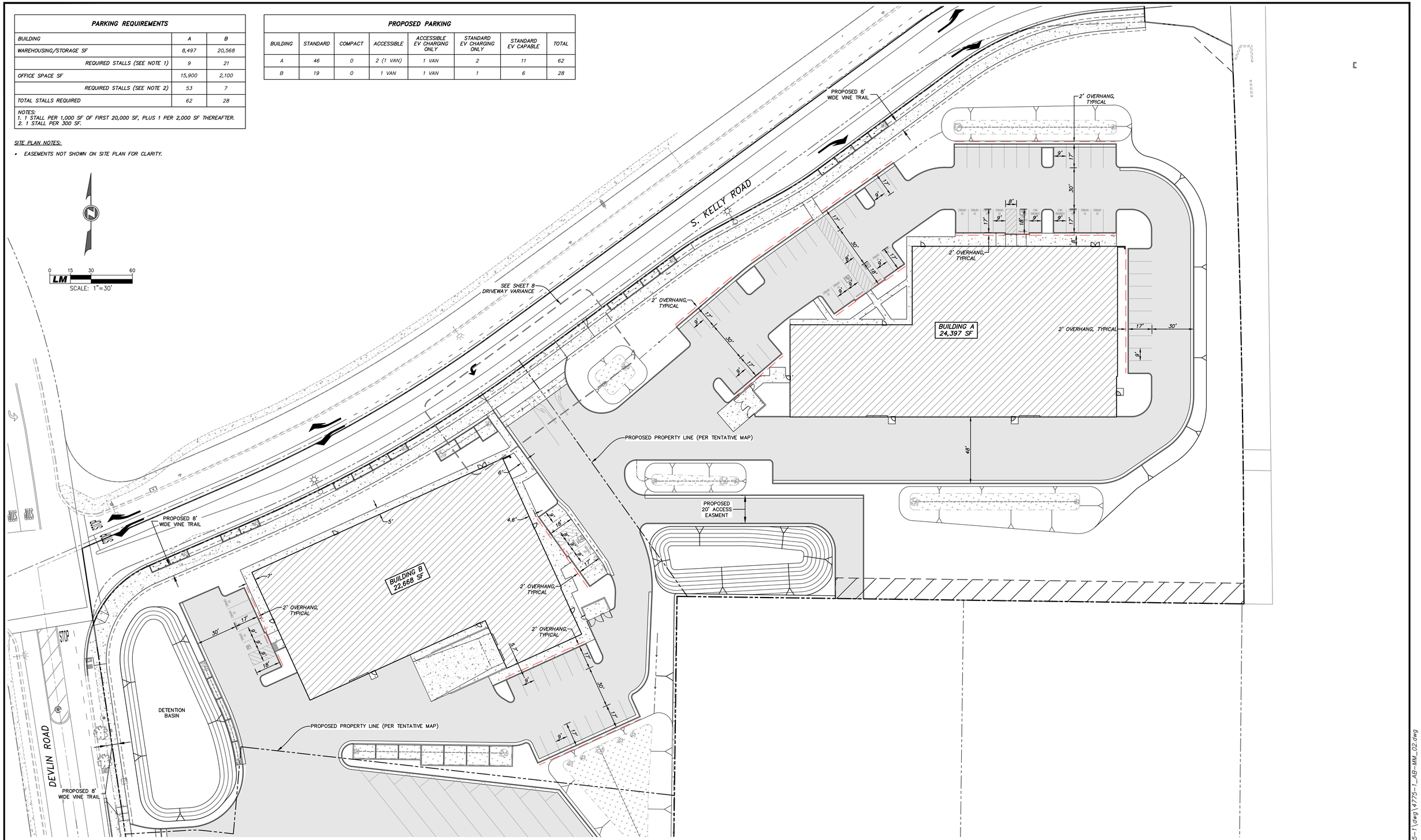
NOTES:
1. 1 STALL PER 1,000 SF OF FIRST 20,000 SF, PLUS 1 PER 2,000 SF THEREAFTER.
2. 1 STALL PER 300 SF.

PROPOSED PARKING							
BUILDING	STANDARD	COMPACT	ACCESSIBLE	ACCESSIBLE EV CHARGING ONLY	STANDARD EV CHARGING ONLY	STANDARD EV CAPABLE	TOTAL
A	46	0	2 (1 VAN)	1 VAN	2	11	62
B	19	0	1 VAN	1 VAN	1	6	28

SITE PLAN NOTES:

- EASEMENTS NOT SHOWN ON SITE PLAN FOR CLARITY.

0 15 30 60
LM
SCALE: 1"=30'



DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

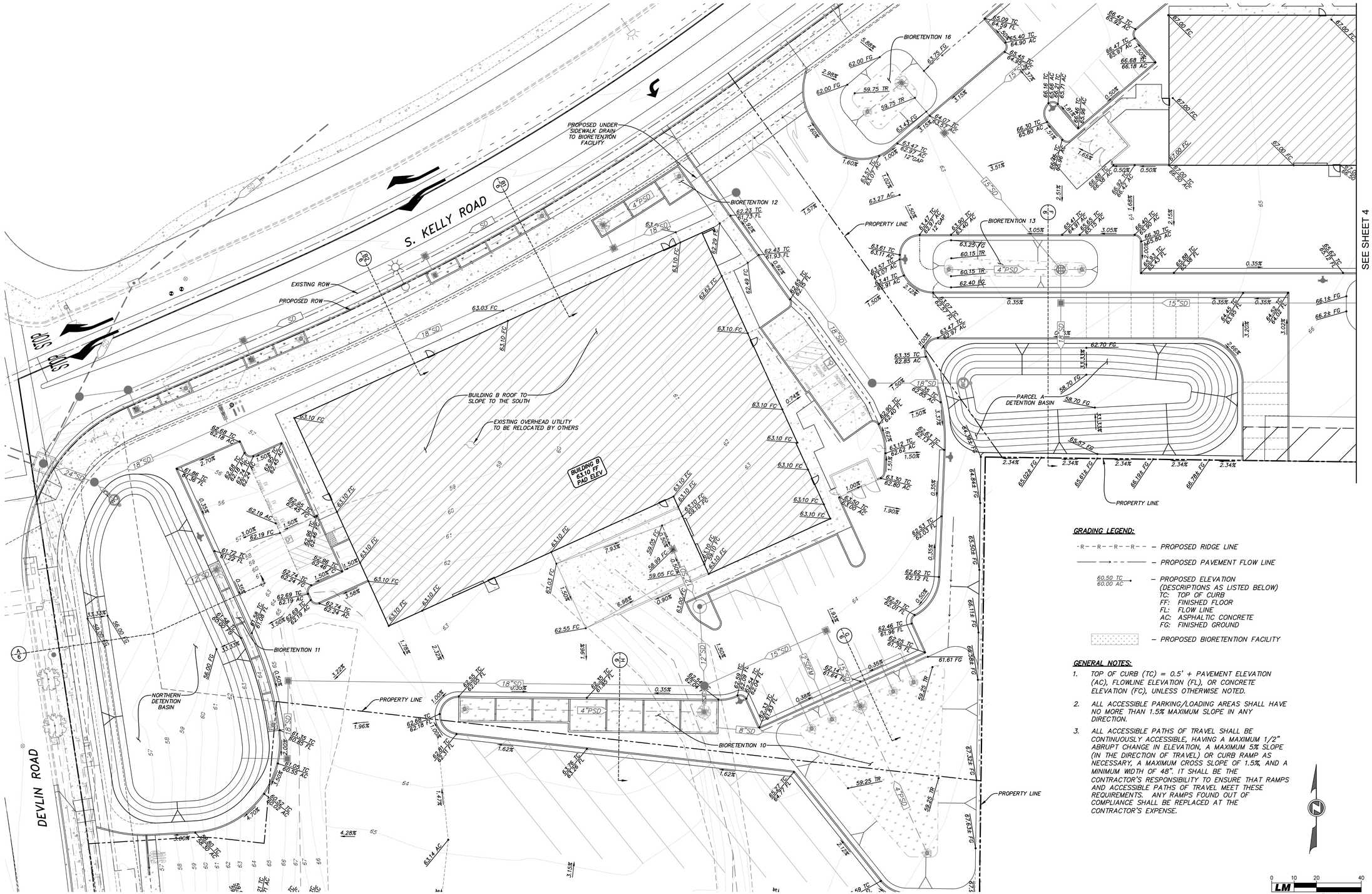
MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDINGS A & B
70 & 90 S. KELLY ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

PROPOSED SITE PLAN (PL24-0023)

SCALE 1"=30'
DATE: 01-08-2024
JOB NO. 4775-1

2
SHEET 2 OF 9

X:\Land Projects\4775-1\dwg\4775-1_AB-MM_02.dwg



GRADING LEGEND:

-R--R--R--R-- – PROPOSED RIDGE LINE

——→——→—— – PROPOSED PAVEMENT FLOW LINE

60.50 TC / 60.00 AC – PROPOSED ELEVATION (DESCRIPTIONS AS LISTED BELOW)
TC: TOP OF CURB
FF: FINISHED FLOOR
FL: FLOW LINE
AC: ASPHALTIC CONCRETE
FG: FINISHED GROUND

– PROPOSED BIORETENTION FACILITY

GENERAL NOTES:

1. TOP OF CURB (TC) = 0.5' + PAVEMENT ELEVATION (AC), FLOWLINE ELEVATION (FL), OR CONCRETE ELEVATION (FC), UNLESS OTHERWISE NOTED.
2. ALL ACCESSIBLE PARKING/LOADING AREAS SHALL HAVE NO MORE THAN 1.5% MAXIMUM SLOPE IN ANY DIRECTION.
3. ALL ACCESSIBLE PATHS OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE, HAVING A MAXIMUM 1/2" ABRUPT CHANGE IN ELEVATION, A MAXIMUM 5% SLOPE (IN THE DIRECTION OF TRAVEL) OR CURB RAMP AS NECESSARY, A MAXIMUM CROSS SLOPE OF 1.5%, AND A MINIMUM WIDTH OF 48". IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT RAMPS AND ACCESSIBLE PATHS OF TRAVEL MEET THESE REQUIREMENTS. ANY RAMPS FOUND OUT OF COMPLIANCE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

0 10 20 40
SCALE: 1"=20'

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

BY _____
PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

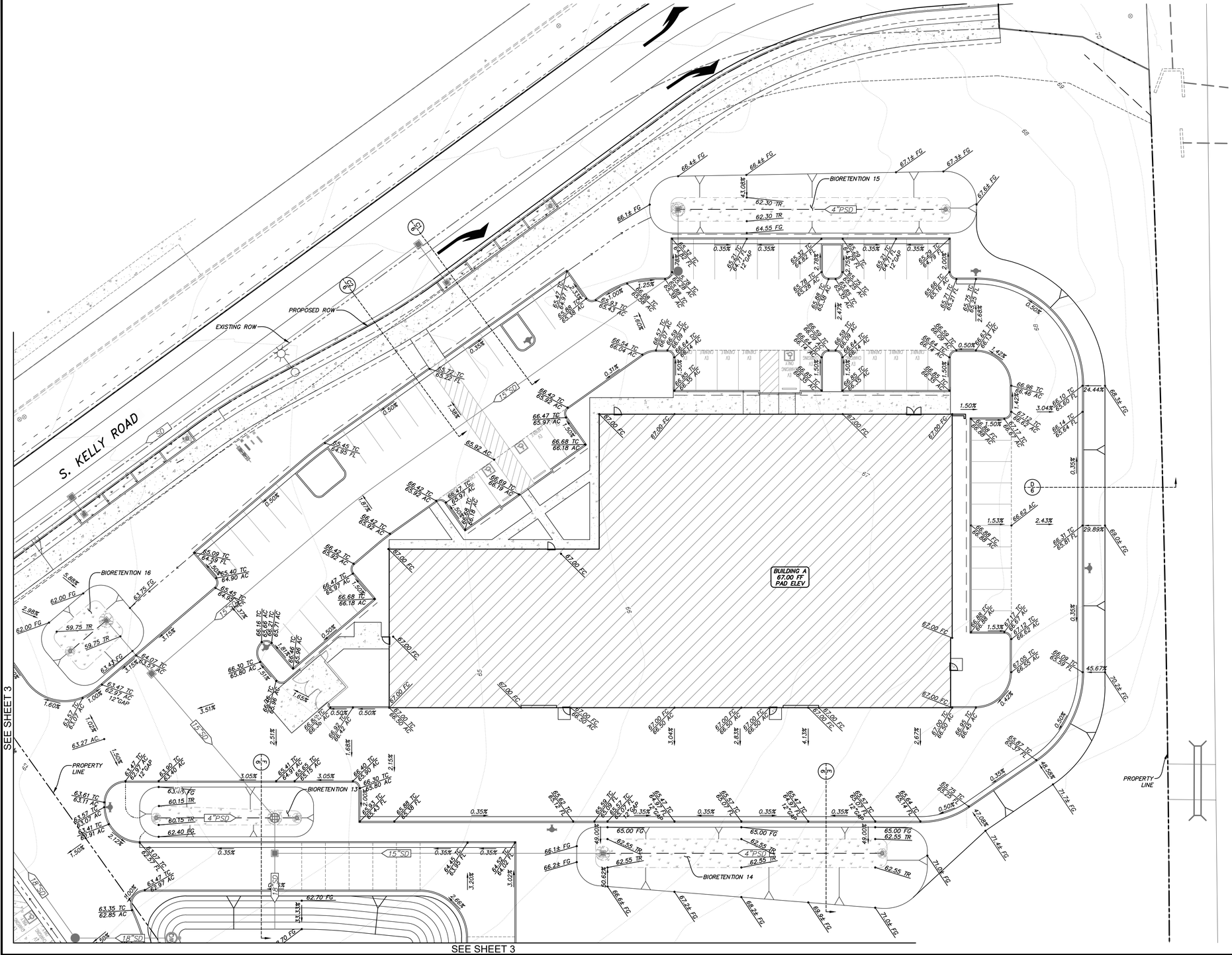
MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER BUILDINGS A & B
70 & 90 S. KELLY ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

GRADING PLAN

SCALE 1"=20'
DATE: 01-08-2024
JOB NO. 4775-1

3
SHEET 3 OF 9

X:\Land Projects\4775-1\dwg\4775-1_C308.dwg



GRADING LEGEND:

-R--R--R--R-- – PROPOSED RIDGE LINE

——→ – – —— – PROPOSED PAVEMENT FLOW LINE

60.50 TC / 60.00 AC – PROPOSED ELEVATION (DESCRIPTIONS AS LISTED BELOW)
TC: TOP OF CURB
FF: FINISHED FLOOR
FL: FLOW LINE
AC: ASPHALTIC CONCRETE
FG: FINISHED GROUND

– PROPOSED BIORETENTION FACILITY

GENERAL NOTES:

1. TOP OF CURB (TC) = 0.5' + PAVEMENT ELEVATION (AC), FLOWLINE ELEVATION (FL), OR CONCRETE ELEVATION (FC), UNLESS OTHERWISE NOTED.
2. ALL ACCESSIBLE PARKING/LOADING AREAS SHALL HAVE NO MORE THAN 1.5% MAXIMUM SLOPE IN ANY DIRECTION.
3. ALL ACCESSIBLE PATHS OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE, HAVING A MAXIMUM 1/2" ABRUPT CHANGE IN ELEVATION, A MAXIMUM 5% SLOPE (IN THE DIRECTION OF TRAVEL) OR CURB RAMP AS NECESSARY, A MAXIMUM CROSS SLOPE OF 1.5%, AND A MINIMUM WIDTH OF 48". IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT RAMPS AND ACCESSIBLE PATHS OF TRAVEL MEET THESE REQUIREMENTS. ANY RAMPS FOUND OUT OF COMPLIANCE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

BY _____ PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDINGS A & B
70 & 90 S. KELLY ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

GRADING PLAN

SCALE 1"=20'
DATE: 01-08-2024
JOB NO. 4775-1

4
SHEET 4 OF 9

X:\Land Projects\4775-1\dwg\4775-1_C309.dwg

SITE PLAN NOTES:

- *EASEMENTS NOT SHOWN ON SITE PLAN FOR CLARITY.*

0 15 30 60

LM

SCALE: 1"=30'

S. KELLY ROAD

DEVLIN ROAD

STOP

PROPOSED 8' WIDE VINE TRAIL

IRRIGATION SERVICE FOR LANDSCAPING AT BUILDING A

NON-POTABLE WATER SERVICE FOR BUILDING A

FIRE SERVICE FOR FIRE LOOP

2"RW
3"WS
DOMESTIC WATER SERVICE FOR BUILDING A

SEWER SERVICE FOR BUILDING A

BUILDING A
24,397 SF

PROPOSED PROPERTY LINE (PER TENTATIVE MAP)

PROPOSED 20' ACCESS EASEMENT

IRRIGATION SERVICE FOR LANDSCAPING AT BUILDING B

2"RW
3"WS
NON-POTABLE WATER SERVICE FOR BUILDING B

DOMESTIC WATER SERVICE FOR BUILDING B

FIRE SERVICE FOR FIRE LOOP

BUILDING B
22,668 SF

SEWER SERVICE FOR BUILDING B

DETENTION BASIN

PROPOSED PROPERTY LINE (PER TENTATIVE MAP)

DESIGNED BY PF	REV.	DATE	DESCRIPTION	BY	APP'D.
DRAWN BY JB					
CHECKED BY PDC					

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDINGS A & B

70 & 90 S. KELLY ROAD — *CITY OF AMERICAN CANYON* — *CALIFORNIA*

PROPOSED UTILITY PLAN

SCALE 1"=30'

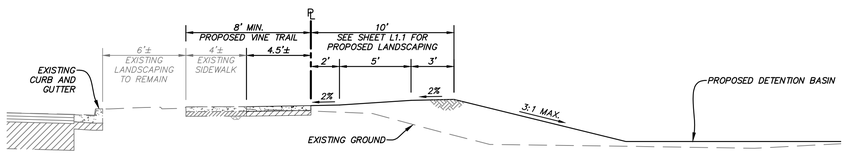
DATE: 01-08-2024

JOB NO. 4775-1

5

SHEET 5 OF 9

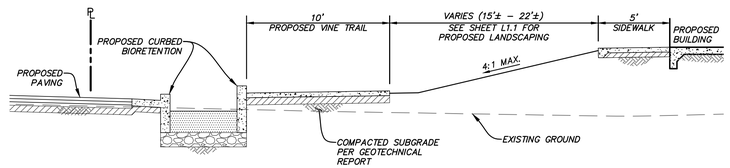
X:\Land Projects\4775-1\dwg\4775-1_AB-MM_05.dwg



DEVLIN ROAD AT BUILDING B

A

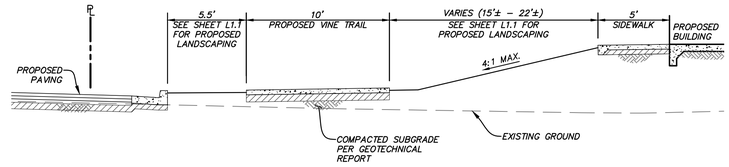
NTS



SOUTH KELLY ROAD AT BUILDING B (WITH BIORETENTION)

B1

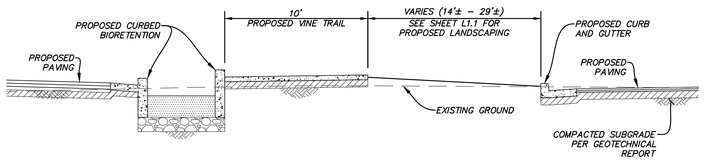
NTS



SOUTH KELLY ROAD AT BUILDING B

B2

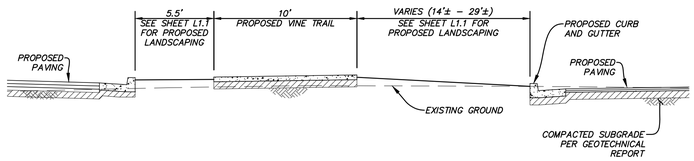
NTS



SOUTH KELLY ROAD AT BUILDING A (WITH BIORETENTION)

C1

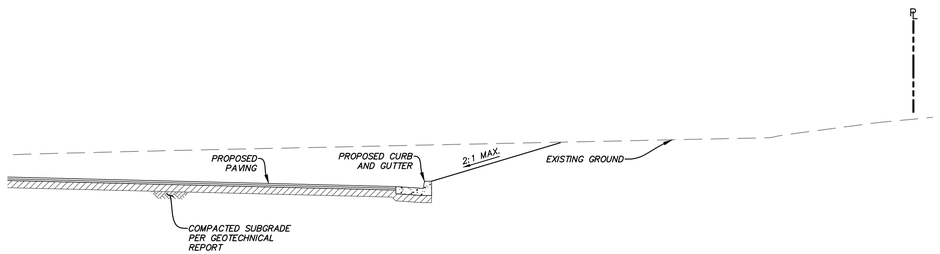
NTS



SOUTH KELLY ROAD AT BUILDING A

C2

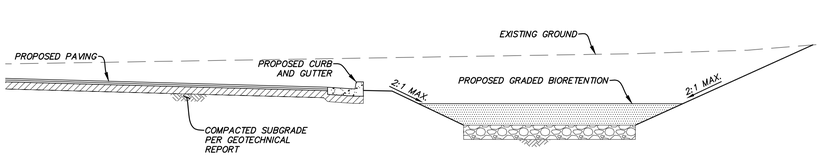
NTS



EAST SIDE OF BUILDING A

D

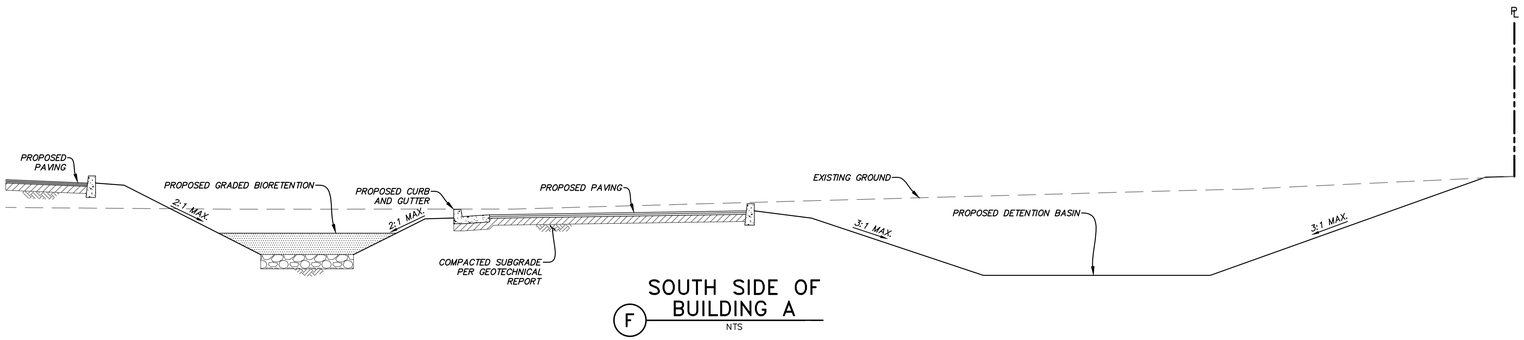
NTS



SOUTH SIDE OF BUILDING A

E

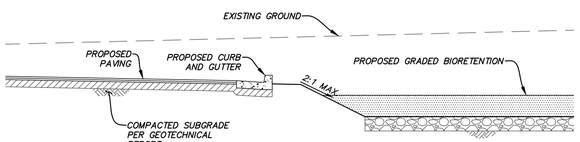
NTS



SOUTH SIDE OF BUILDING A

F

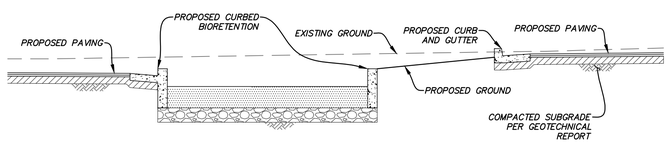
NTS



SOUTH SIDE OF BUILDING B

G

NTS



SOUTH SIDE OF BUILDING B

H

NTS

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

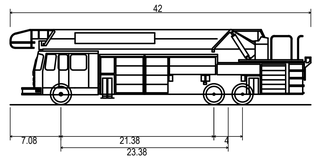
MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDINGS A & B
CALIFORNIA
70 & 90 S. KELLY ROAD
CITY OF AMERICAN CANYON

TYPICAL CROSS SECTIONS

SCALE NONE
DATE: 01-08-2024
JOB NO. 4775-1

6
SHEET 6 OF 9

X:\Land Projects\4775-1\dwg\4775-1_AB-MM_06.dwg



City of Napa Ladder Truck	
Overall Length	42.000ft
Overall Width	10.000ft
Overall Body Height	10.495ft
Min Body Ground Clearance	0.925ft
Track Width	8.360ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	41.20°

0 15 30 60

LM

SCALE: 1"=30'

S. KELLY ROAD

DEVLIN ROAD

PROPOSED 8' WIDE VINE TRAIL

PROPOSED PROPERTY LINE (PER TENTATIVE MAP)

PROPOSED 20' ACCESS EASMENT

BUILDING A 24,397 SF

BUILDING B 22,668 SF

DETENTION BASIN

12'RW

2'RW 3'WS

10'F

STOP

DESIGNED BY PF				
DRAWN BY JB				
CHECKED BY PDC				
	REV.	DATE	DESCRIPTION	BY APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

BY PAYMON FARDANESH

DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDINGS A & B

70 & 90 S. KELLY ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

FIRE PLAN

SCALE 1"=30'

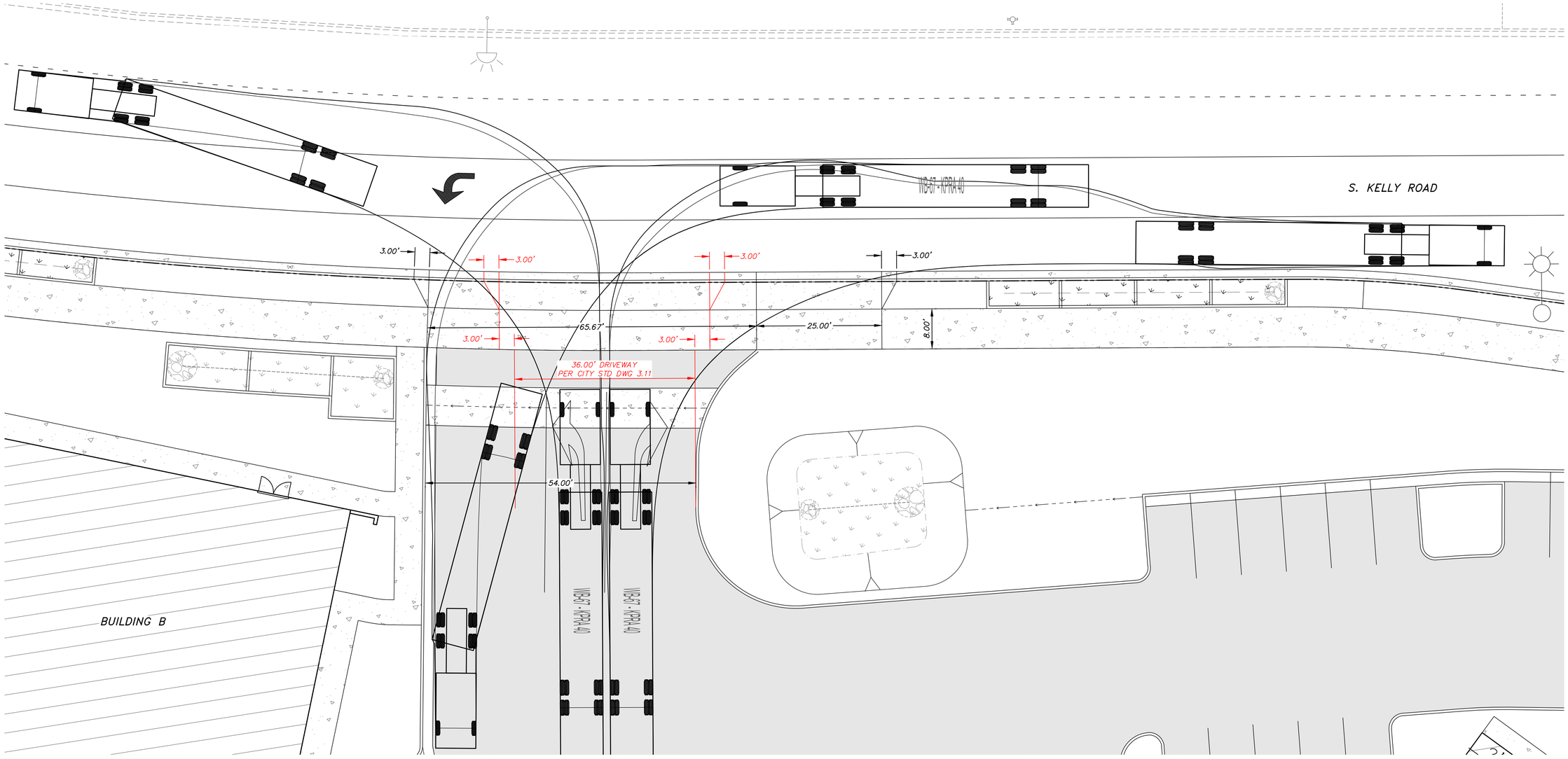
DATE: 01-08-2024

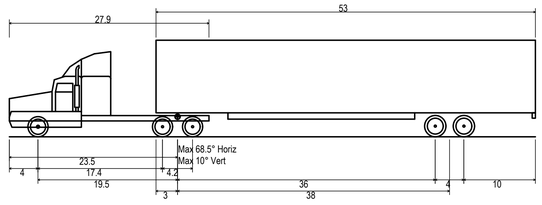
JOB NO. 4775-1

7

SHEET 7 OF 9

X:\Land Projects\4775-1\dwg\4775-1_AB-MM_03.dwg





WB-67 - KPRA 40	
Overall Length	73.501ft
Overall Width	8.500ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	28.40°

VARIANCE REQUEST:
APPLICANT REQUESTS A VARIANCE TO COMMERCIAL CURB CUTS & DRIVEWAY REGULATIONS (STANDARD DWG. # 3.11) TO ACCOMMODATE TRUCK TURN MOVEMENTS.

0 5 10 20
SCALE: 1"=10'

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDINGS A & B
70 & 90 S. KELLY ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

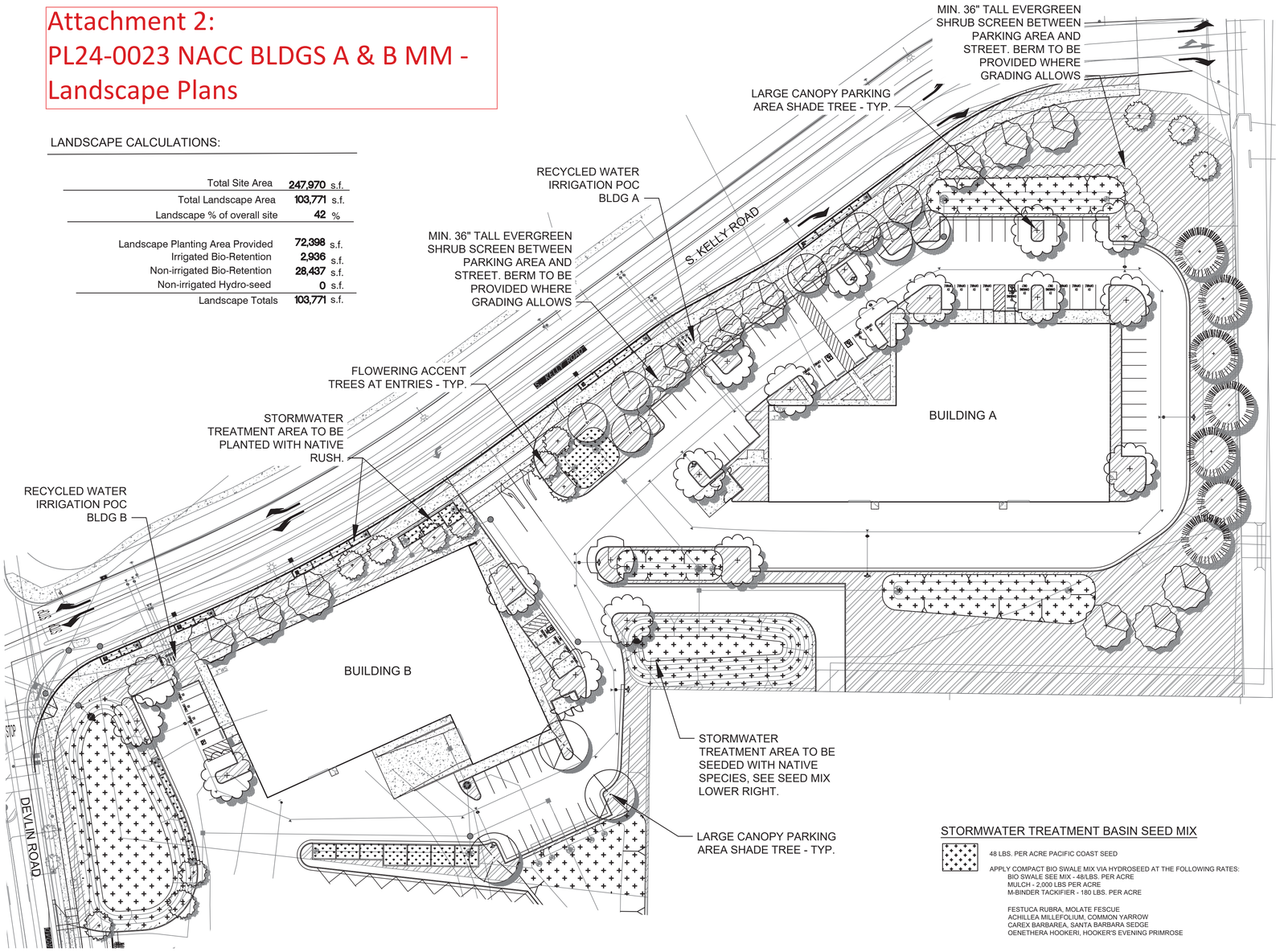
DRIVEWAY VARIANCE PLAN

SCALE 1"=10'
DATE: 01-08-2024
JOB NO. 4775-1

8
SHEET 8 OF 9

X:\Land Projects\4775-1\dwg\4775-1_AB-MM_07.dwg

Attachment 2:
PL24-0023 NACC BLDGS A & B MM - Landscape Plans



LANDSCAPE CALCULATIONS:

Total Site Area	247,970	s.f.
Total Landscape Area	103,771	s.f.
Landscape % of overall site	42	%
Landscape Planting Area Provided	72,398	s.f.
Irrigated Bio-Retention	2,936	s.f.
Non-irrigated Bio-Retention	28,437	s.f.
Non-irrigated Hydro-seed	0	s.f.
Landscape Totals	103,771	s.f.

STORMWATER TREATMENT BASIN SEED MIX

48 LBS. PER ACRE PACIFIC COAST SEED

APPLY COMPACT BIO SWALE MIX VIA HYDROSEED AT THE FOLLOWING RATES:
BIO SWALE SEE MIX - 48/LBS. PER ACRE
MULCH - 2,000 LBS PER ACRE
M-BINDER TACKIFIER - 180 LBS. PER ACRE

FESTUCA RUBRA, MOLATE FESCUE
ACHILLEA MILLEFOLIUM, COMMON YARROW
CAREX BARBAREA, SANTA BARBARA SEDGE
OENETHERA HOOKERI, HOOKER'S EVENING PRIMROSE

Preliminary MAWA

LA= 78,330 s.f.
SLA = 0 s.f.
ETo= 45.8 inches/year

MAWA = (ETo) x 0.62) x ((0.45xLA)+(0.3xSLA))
MAWA = 1,176,551 gallons per year

Preliminary ETWU

LA= 78,330 s.f.
SLA = 0 s.f.
ETo= 45.8 inches/year

ETWU = (ETo) x 0.62) x ((PFxHA/IE)+SLA))
ETWU = 792,290 gallons per year

PRELIMINARY LANDSCAPE NOTES:

1. THERE IS APPROXIMATELY 103,771 S.F. OF LANDSCAPE AREA.
2. ALL PLANTS AND TREES ARE 'WUCOLS' LOW/MEDIUM WATER VARIETIES.
3. SOIL AMENDMENTS WILL BE INCORPORATED PER SOILS TEST. COMPOST WILL BE ORGANIC COMPOSTED GREEN WASTE.
4. ALL PLANTER AREAS SHALL BE TREATED WITH A 3" LAYER OF MULCH.
5. THERE IS 15 % LANDSCAPE AREA WITHIN THE PARKING AND CIRCULATION AREA.
6. THERE ARE 83 PARKING STALLS AND 28 SHADE TREES. 1 TREE PER 3 STALLS = 27 TREES.

PRELIMINARY IRRIGATION NOTES:

A FULLY AUTOMATIC RECYCLED WATER IRRIGATION SYSTEM THAT MEETS THE CURRENT WATER EFFICIENT LANDSCAPE ORDINANCE REQUIREMENTS SHALL BE INSTALLED INCLUDING THE FOLLOWING:

1. AN 'ET' SMART CONTROLLER AND 'ET' SENSOR SHALL BE USED FOR WEATHER BASED IRRIGATION CONTROL.
2. A MASTER VALVE AND FLOW SENSOR SHALL BE INSTALLED IN THE SYSTEM.
3. ALL PLANTER AREAS SHALL BE IRRIGATED WITH PLACE-DRIP IRRIGATION.
4. TREES SHALL RECEIVE DEEP WATERING BUBBLERS.
5. 'WELO' DOCUMENTATION SHALL BE SUBMITTED WITH LANDSCAPE IMPROVEMENTS PLANS (CONSTRUCTION DOCUMENTS).

PRELIMINARY RECYCLED WATER NOTES

1. MAINLINE, QUICK COUPLERS AND VALVE BOX LIDS, AND PIPING SHALL HAVE RECYCLED WATER SYMBOL AND WARNING.
2. THE IRRIGATION SYSTEM SHALL MEET ALL CITY REQUIREMENTS FOR RECYCLED WATER.
3. A WATER METER IS REQUIRED FOR FOR RECYCLED WATER IRRIGATION CONNECTION PER INDIVIDUAL SYSTEMS
4. WARNING TAGS SHALL BE PURPLE PLASTIC AND BEAR THE WORDS "RECYCLED WATER" ON EACH SIDE (ONE IN ENGLISH, THE OTHER SIDE SPANISH)
5. WARNING TAGS SHALL BE INSTALLED ON THE WATER METER, BACKFLOW PREVENTER , VALVES, AND EXPOSED PIPING OF ALL RECYCLED WATER SYSTEMS PER THE CITY GUIDELINES: ANGLE STOP, METER AND BACKFLOW ARE PAINTED PURPLE.
6. ALL CONSTRUCTION SHALL CONFORM TO THE CURRENT VERSION OF "GUIDELINES FOR THE USE OF RECYCLED WATER" AVAILABLE BY WATER PURVEYOR.
7. THE IRRIGATION SHALL BE INSTALLED TO PREVENT RUNOFF AND PONDING. OVER SPRAY OR WIND DRIFT ONTO PAVING AREAS IS NOT PERMITTED. THE SITE WILL BE REQUIRED TO PASS A 'SPRINKLER COVERAGE TEST' ADMINISTERED BY CITY STAFF TO ENSURE RECYCLED WATER REMAINS IN AUTHORIZED USE AREAS ONLY. PROVIDE A MINIMUM OF 48 HOURS NOTICE WHEN CONTACTING THE CITY TO SCHEDULE THIS TEST.
8. ANY CONNECTIONS BETWEEN THE POTABLE WATER AND RECYCLED WATER ARE PROHIBITED.
9. THE CITY BUILDING DIVISION MUST BE NOTIFIED FOR INSPECTION AT LEAST 24 HRS. PRIOR TO BACK FILL OF THE POINT OF CONNECTION. CERTIFICATE OF FINAL COMPLETION SHALL BE SUBMITTED TO THE BUILDING INSPECTOR PRIOR TO FINAL OCCUPANCY.
10. SUBSTANTIAL CHANGES TO THE APPROVED PLANS SHALL BE SUBMITTED TO THE 'BUILDING AND WATER RESOURCE DIV.' FOR RE-APPROVAL AT LEAST TWO WEEKS PRIOR TO CONSTRUCTION.
11. IDENTIFICATION FOR RECYCLED WATER APPLIES TO ALL PIPING, MAINLINES AND LATERALS. QUICK COUPLING VALVES SHALL HAVE PURPLE LOCKING LIDS. ALL VALVES TO BE INSTALLED IN PURPLE VALVE BOXES. DEPTH OF COVER SHALL BE AT LEAST 24" FOR MAINLINES.
12. A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN POTABLE WATER AND RECYCLED WATER PIPING IS REQUIRED. AT CROSSINGS, RECYCLED WATER CONSTANT PRESSURE MAINS SHALL BE AT LEAST 12" BELOW POTABLE WATER PIPES WITHIN A 10' HORIZONTAL DISTANCE, LATERAL PIPING MAY CROSS ABOVE POTABLE WATER WITHIN A MINIMUM OF 12" CLEARANCE.
13. WHERE PIPE SLEEVES ARE USED, EITHER THE SLEEVE OR INTERIOR PIPE MUST BE IDENTIFIED AS RECYCLED WATER. IDENTIFICATION TAPE OR PURPLE COLORED PIPE IS PERMITTED ON THE SLEEVE. INTERIOR PIPE MUST BE PURPLE PIPE.
14. PURPLE PIPE SHALL NOT BE STORED IN DIRECT SUNLIGHT.
15. ALL IRRIGATION HEADS TO BE MARKED WITH RECYCLED WATER IDENTIFICATION CAPS.
16. HOSE BIBBS SHALL NOT BE USED.

LANDSCAPE PLANT LIST:

PLANT LIST: WATER REGIME PLANT FACTOR REFERENCED ARE PER WUCOLS IV - ZONE 1
MATURE HABIT PER SUNSET WESTERN GARDEN BOOK

TREES

no.	NATIVE	BOTANICAL NAME	COMMON NAME	SIZE	WATER REGIME HYDROZONE	MATURE HABIT H X W
		ACER R. 'OCTOBER GLORY'	OCTOBER GLORY MAPLE	15 GAL.	MEDIUM	40' X 25'
		CEDRUS DEODARA	DEODAR CEDAR	15 GAL.	LOW	60' X 30'
		LAGERSTROEMIA F. 'CATAWBA'	CREPE MYRTLE	15 GAL.	LOW	15' X 15'
		PISTACIA CHINENSIS	CHINESE PISTACHE	15 GAL.	LOW	40' X 35'
		METROSIDEROS EXCELSA	NEW ZEALAND CHRISTMAS TREE	15 GAL.	LOW	30' X 30'
	X	QUERCUS SHUMARDII	SHURMARD OAK	15 GAL.	LOW	45' X 50'
		ULMUS 'FRONTIER'	FRONTIER ELM	15 GAL.	LOW	35' X 25'

GROUND COVER

					SPACING
		COPROSMA P. 'VERDE VISTA'	MIRROR PLANT	1 GAL.	LOW	36" O.C.
		COTONEASTER D. 'LOWFAST'	BEARBERRY	1 GAL.	LOW	36" O.C.
		TRACHELOSPERMUM JASMINOIDES	STAR JASMINE	1 GAL.	LOW	24" O.C.

STORMWATER TREATMENT PLANTING

						SPACING
	X	JUNCUS PATENS 'ELK BLUE'	ELK BLUE CALIFORNIA GRAY RUSH	1 GAL	LOW	36" O.C.
	X	NATIVE SEED MIX SEE RIGHT NON IRRIGATED	MFG. PACIFIC COAST SEED			

SHRUBS

no.	NATIVE	BOTANICAL NAME	COMMON NAME	SIZE	WATER REGIME HYDROZONE	MATURE HABIT H X W
	X	ARCTOSTAPHYLOS 'JOHN DOURLEY'	MANZANITA	5 GAL.	LOW	
		BERBERIS AUTROPURPUREA	JAPANESE PURPLE BARBERRY	5 GAL.	LOW	
		CEANOTHUS CONCHA	CALIFORNIA LILAC	5 GAL.	LOW	
	X	HETEROMELES ARBUTIFOLIA	TOYON	5 GAL.	LOW	
		LOROPETALUM RAZZLEBERRI	RAZZLEBERRY	5 GAL.	MEDIUM	
		NANDINA DOMESTICA	HEAVENLY BAMBOO	5 GAL.	LOW	
		NERIUM O. 'PETITE RED'	DWARF RED OLEANDER	5 GAL.	LOW	
		MISCANTHUS 'YAKU JIMA'	EULALIA GRASS	5 GAL.	MEDIUM	
		PHOTINIA FRASERI	FRASER PHOTINIA	5 GAL.	MEDIUM	
		RHAPHIOLEPIS I. 'PINK LADY'	INDIAN HAWTHORNE	5 GAL.	LOW	
		ROSA 'RED CARPET'	RED CARPET ROSE	2 GAL.	MEDIUM	
		PHORMIUM RUBRA	PURPLE FLAX	5 GAL.	MEDIUM	
		TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL.	LOW	
	X	SALVIA GREGGII 'PURPLE'	AUTUMN SAGE	5 GAL.	LOW	
		VIBURNUM 'SPRING BOUQUET'	COMPACT LAURUSTINUS	5 GAL.	LOW	
		XYLOSMA C. 'COMPACTA'	COMPACT XYLOSMA	5 GAL.	LOW	

0 20 40 80
Scale 1" = 40 ft
sheet size = 36" x 24"

BEFORE EXCAVATING CALL: 811
48-HOURS BEFORE ALL PLANNED WORK OPERATIONS
811 Know what's below. Call before you dig.

GreenDesign
Landscape Architects, Inc.
1464 Popinjay Drive Reno, NV.
p: 775 829 1364 email: bhatch00@charter.net

Napa Airport Corporate Center Bldgs. A and B

90 S. Kelly Road & 70 S. Kelly Road
American Canyon, CA 94508

ISSUE	DATE
--	--.--.--

LICENSED LANDSCAPE ARCHITECT
BARBARA M. HATCH
12-31-25
Renewal Date
STATE OF CALIFORNIA

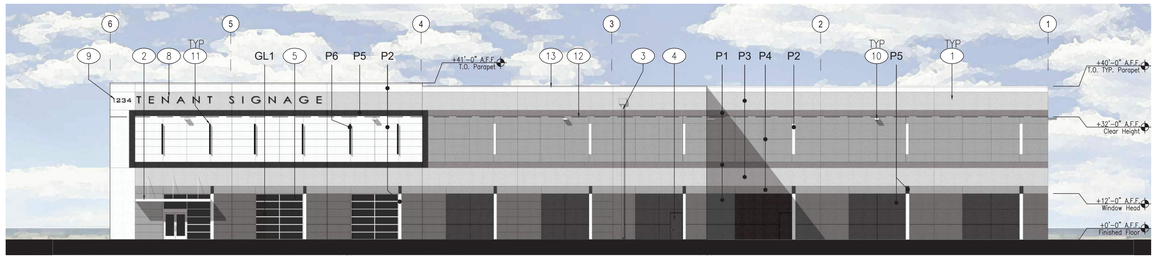
OWNERSHIP AND USE OF DOCUMENTS
All Drawings, Specifications and copies thereof furnished by Green Design Landscape Architecture are and shall remain its property. They are to be used only with respect to this Project and are not to be used on any other project. Submission or distribution to meet official regulatory requirements or for purposes in connection with the Project is not to be construed as publication in derogation of Green Design Landscape Architecture, common law copyright or other reserved rights.

Approved	bh		
Drawn	kh	Reviewed	bh
Project No.	PL24-0023		
Scale		Issue Date	-.-.-

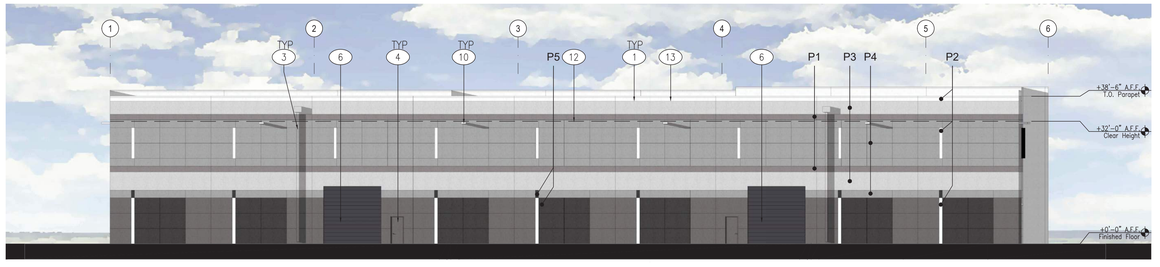
Preliminary Landscape Plan

L1.1

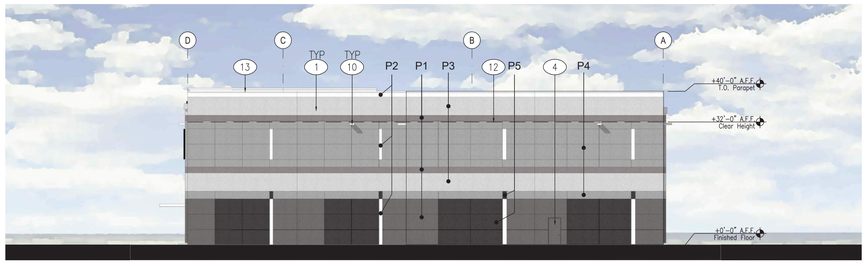
Attachment 3:
PL24-0023 NACC BLDGS A & B MM -
BLDG A Exterior Elevations



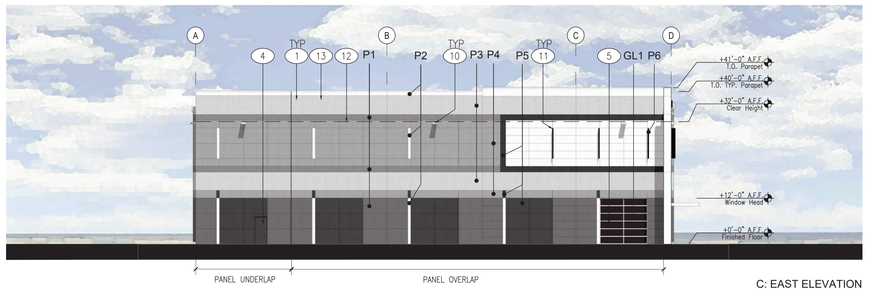
A: NORTH ELEVATION



B: SOUTH ELEVATION



D: WEST ELEVATION



C: EAST ELEVATION



E: PERSPECTIVE VIEW OF MAIN ENTRY

0' 8' 16' 32'

EXTERIOR ELEVATIONS 1
SCALE: 1/16" = 1'-0"

FINISH LEGEND:

- GL1 : 1" DUAL GLAZED INSULATING UNITS IN ALUMINUM FRAMES
  OUTSIDE PANE: VITRO GRAYLITE II 1/4" THICK DARK GRAY VISION GLAZ.
  INSIDE PANE: CLEAR FLOAT 1/4" GLASS
  FRAMES: THERMALLY BROKEN CLEAR ANODIZED ALUMINUM FRAMES
- P1: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7067 CITYSCAPE
- P2: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7008 ALABASTER
- P3: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7016 PASSIVE
- P4: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7660 EARL GREY
- P5: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7069 IRON ORE
- P6: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW6990 CAVIAR

KEYNOTES:

1. TYPICAL SITE CAST, CONCRETE TILT-UP PANELS WITH 3/4" REVEALS AND A MULTI COLOR COATING SYSTEM.
2. PAINTED STEEL ENTRY CANOPY
3. METAL SURFACE MOUNTED SCUPPERS AND DOWNSPOUTS. PAINT TO MATCH ADJACENT PANEL COLOR.
4. TYPICAL 3' X 7' STEEL MAN DOOR WITH LIGHT FIXTURE CENTERED OVER DOOR. PAINT TO MATCH ADJACENT PANEL COLOR.
5. TYPICAL WINDOW SYSTEM: DUAL PANE GLAZING IN 2" x 4" (NOMINAL) THERMALLY BROKEN, CLEAR ANODIZED ALUMINUM FRAMES. GLAZING TO BE TINTED WITH LOW-E COATING. STOREFRONT DOORS TO MATCH WINDOW SYSTEM.
6. 15' X 15' GRADE LEVEL O.H. SECTIONAL ROLL UP DOOR
7. 8'-6" X 10' DOCK LEVEL O.H. SECTIONAL ROLL UP DOOR
8. TENANT SIGNAGE: UNDER SEPARATE PERMIT AT TIME OF TENANT IMPROVEMENTS
9. ADDRESS SIGNAGE PER BUILDING, FIRE, AND SHERIFF DEPT REQUIREMENTS.
10. SURFACE MOUNTED LIGHT FIXTURE.
11. SURFACE MOUNTED BENT PLATE STEEL OR ALUMINUM 'ACCENT FINS'. PAINT AS SPECIFIED.
12. DASHED LINE INDICATES INTERNAL CLEAR HEIGHT.
13. FUTURE ROOF MOUNTED HVAC EQUIPMENT TO BE SCREENED FROM VIEWS FROM THE PUBLIC ROAD WAYS. SCREENING TO BE ACCOMPLISHED VIA THE BUILDING PARAPET OR A MECHANICAL SCREEN AS DEEMED NECESSARY BY THE PLANNING DEPARTMENT AT THE TIME WHEN THE FUTURE EQUIPMENT IS LOCATED AND SIZED.

City of American Canyon
Planning Division Approval
2/20/2025
Authorized Signature Date

RMW
RMW Architecture Interiors
1718 Third Street
Suite 101
Sacramento
California 95811
Office
916 449-1400
rmw.com

OWNER / DEVELOPER:

502 WHITMORE AVE
MODESTO, CA
CONTACT: STEVE LAY
PHONE: 209.252.1295

PRELIMINARY DESIGN DOCUMENTS FOR:

NEW INDUSTRIAL/
MANUFACTURING BUILDINGS

BUILDING A
90 S. KELLY ROAD
AMERICAN CANYON, CA 94503
PL24-0023

approved for the owner by :

approved for the architect by :

issue : description : date :

GENERAL CONTRACTOR:

drawn by : EF plot date : 09-05-2024

checked by : JDL

stamp

LICENSED ARCHITECT
JEFFREY D. LEONHARDT
NO. C33644
REN. 12-31-25
STATE OF CALIFORNIA

scale : AS NOTED

project number : 2234116

EXTERIOR ELEVATIONS BUILDING A

sheet no. :

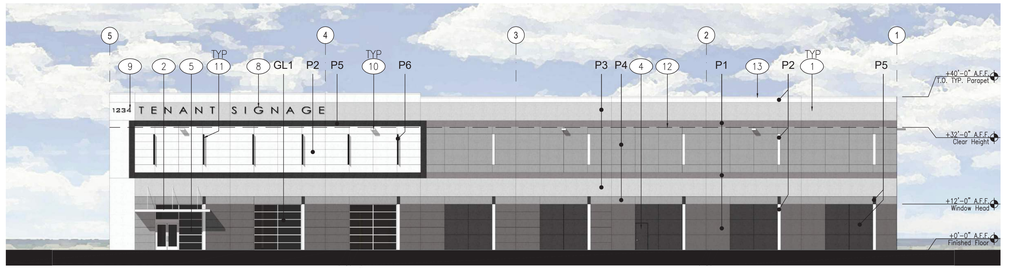
A03.1

Attachment 4:
PL24-0023 NACC BLDGS A & B MM - BLDG B Exterior Elevations

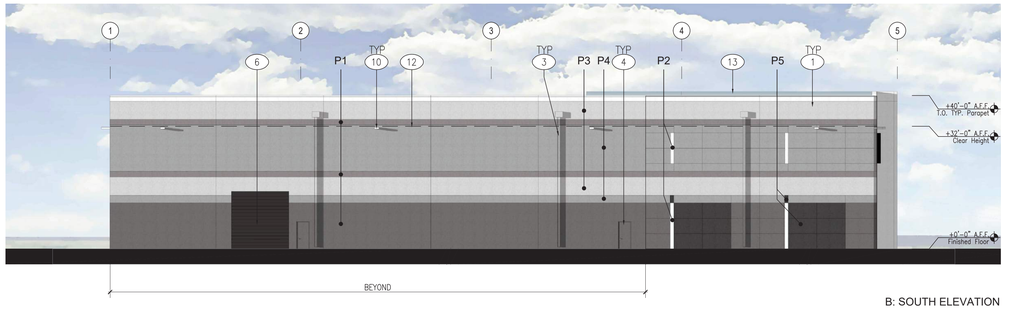
City of American Canyon
Planning Division Approval

2/20/2025

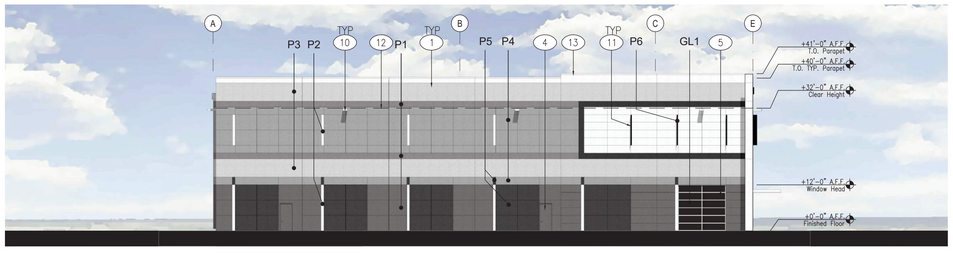
Authorized Signature | Date



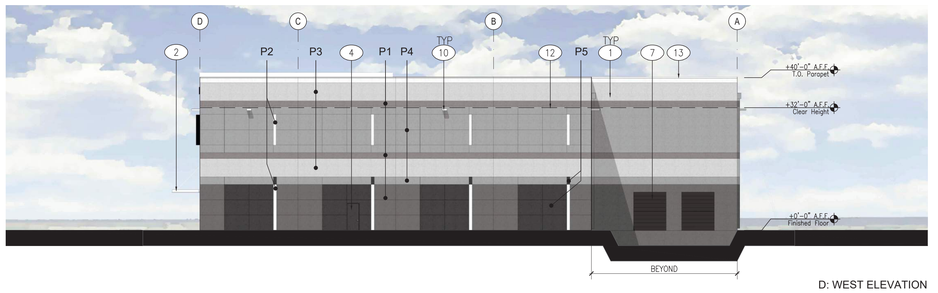
A: NORTH ELEVATION



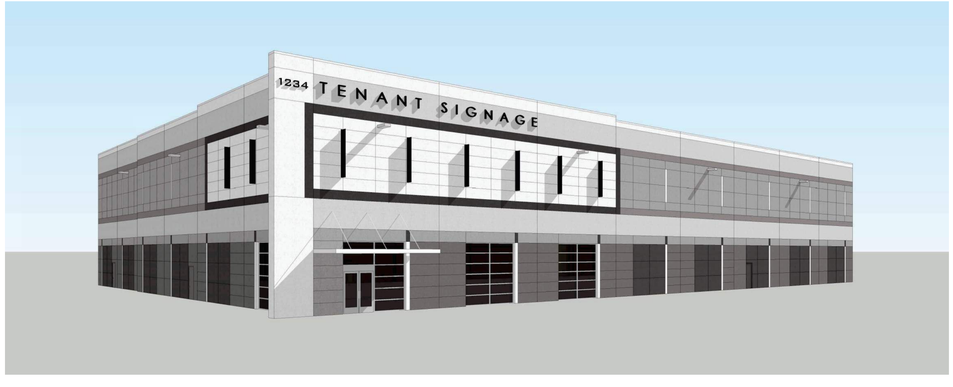
B: SOUTH ELEVATION



C: EAST ELEVATION



D: WEST ELEVATION



E: PERSPECTIVE VIEW OF MAIN ENTRY

0' 8' 16' 32'

EXTERIOR ELEVATIONS
SCALE: 1/16" = 1'-0"
1

FINISH LEGEND:

- GL1 : 1" DUAL GLAZED INSULATING UNITS IN ALUMINUM FRAMES
  OUTSIDE PANE: VITRO GRAYLITE II 1/4" THICK DARK GRAY VISION GLAZ.
  INSIDE PANE: CLEAR FLOAT 1/4" GLASS
  FRAMES: THERMALLY BROKEN CLEAR ANODIZED ALUMINUM FRAMES
- P1: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7067 CITYSCAPE
- P2: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7008 ALABASTER
- P3: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7016 PASSIVE
- P4: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7660 EARL GREY
- P5: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7069 IRON ORE
- P6: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW6990 CAVIAR

KEYNOTES:

1. TYPICAL SITE CAST, CONCRETE TILT-UP PANELS WITH 3/4" REVEALS AND A MULTI COLOR COATING SYSTEM.
2. PAINTED STEEL ENTRY CANOPY
3. METAL SURFACE MOUNTED SCUPPERS AND DOWNSPOUTS. PAINT TO MATCH ADJACENT PANEL COLOR.
4. TYPICAL 3' X 7' STEEL MAN DOOR WITH LIGHT FIXTURE CENTERED OVER DOOR. PAINT TO MATCH ADJACENT PANEL COLOR.
5. TYPICAL WINDOW SYSTEM: DUAL PANE GLAZING IN 2" x 4" (NOMINAL) THERMALLY BROKEN, CLEAR ANODIZED ALUMINUM FRAMES. GLAZING TO BE TINTED WITH LOW-E COATING. STOREFRONT DOORS TO MATCH WINDOW SYSTEM.
6. 15' X 15' GRADE LEVEL O.H. SECTIONAL ROLL UP DOOR
7. 8'-6" X 10' DOCK LEVEL O.H. SECTIONAL ROLL UP DOOR
8. TENANT SIGNAGE: UNDER SEPARATE PERMIT AT TIME OF TENANT IMPROVEMENTS
9. ADDRESS SIGNAGE PER BUILDING, FIRE, AND SHERIFF DEPT REQUIREMENTS.
10. SURFACE MOUNTED LIGHT FIXTURE.
11. SURFACE MOUNTED BENT PLATE STEEL OR ALUMINUM 'ACCENT FINS'. PAINT AS SPECIFIED.
12. DASHED LINE INDICATES INTERNAL CLEAR HEIGHT.
13. FUTURE ROOF MOUNTED HVAC EQUIPMENT TO BE SCREENED FROM VIEWS FROM THE PUBLIC ROAD WAYS. SCREENING TO BE ACCOMPLISHED VIA THE BUILDING PARAPET OR A MECHANICAL SCREEN AS DEEMED NECESSARY BY THE PLANNING DEPARTMENT AT THE TIME WHEN THE FUTURE EQUIPMENT IS LOCATED AND SIZED.

RMW
Architecture
Interiors

1718 Third Street
Suite 101
Sacramento
California 95811

Office
916 449-1400

rmw.com

OWNER / DEVELOPER:

502 WHITMORE AVE
MODESTO, CA
CONTACT: STEVE LAY
PHONE: 209.252.1295

PRELIMINARY DESIGN DOCUMENTS FOR:

NEW INDUSTRIAL/
MANUFACTURING BUILDINGS

BUILDING B
70 S. KELLY ROAD
AMERICAN CANYON, CA 94503
PL24-0023

approved for the owner by :

approved for the architect by :

issue : description : date :

GENERAL CONTRACTOR:

drawn by : EF plot date : 09-05-2024

checked by : JDL

stamp

LICENSED ARCHITECT
JEFFREY D. LEONHARDT
NO. C33644
REN. 12-31-25
STATE OF CALIFORNIA

scale : AS NOTED

project number : 2234116

EXTERIOR ELEVATIONS BUILDING B

sheet no. :

A03.2

CITY OF AMERICAN CANYON

Attachment 5

EXHIBIT E
Applicant Confirmation of Conditions of Approval
NACC BLDGS A and B Minor Modification
(FILE NO. PL24-0023)

As shown by my signature below, I confirm that I understand and agree to abide by the conditions of approval included in the Minor Modification Approval dated February 20, 2025.

[signature] 4/4/2025

Applicant's signature — Date

STEVE LAY

Applicant's name

[signature] 4/4/2025

Property Owner's signature — Date

GS KELLY DEVIN LLC (KEVIN LUTTENEGGER - MANAGER)

Property Owner's name

Please return signed confirmation to the City of American Canyon Community Development Department, 4381 Broadway, Suite 201, American Canyon, CA 94503

EXHIBIT F

SUBSEQUENT APPROVAL – MINOR MODIFICATION PL24-0024

[Attached behind this cover page]

EXHIBIT F

CITY OF AMERICAN CANYON
COMMUNITY DEVELOPMENT DEPARTMENT

Sent by Email to:
Steven Lay, stevenlay@g3enterprises.com
Jeff Leonhardt, jleonhardt@rmw.com
Paymon Fardanesh, pay@lmce.net

February 20, 2025

Steven Lay
G3 Enterprises
502 E Whitmore Ave
Modesto, CA 95358

Subject: Approval of the NACC Building D Minor Modification (AA2025-05/PL24-0024) at 910 Devlin Road, APN 057-090-086

Dear Steven Lay:

I am pleased to inform you that the Napa Airport Commerce Center (NACC) Minor Modification (PL24-0016) at 910 Devlin Rd, APN 057-090-086, is approved with conditions. The Napa Airport Commerce Center (NACC) site consists of five industrial buildings of approximately 284,540 SF on a 30.28-acre site in the Napa County Airport Industrial Area Specific Plan (NCAIASP). The Building D Modification consists of the following:

a. Modifies the dock layout.
b. Relocation of retaining wall to the east side of easterly drive aisle.
c. Added 8 trailer stalls to the north side of Building D.
d. Reduced parking from 128 to 72 (whereas the Municipal Code requires 61).
e. Shifted Building D to the east by approximately 10 feet to provide room for bioretention facility adjacent to Devlin Rd.
f. Changes to exterior elevations.
g. Addition of a landscaping plan.

The goal of the changes is to increase the size of the building, develop more efficient vehicle circulation, and modernize the building facades.

In accordance with ACMC Section 19.45.030(D), approval of a minor modification must meet the following four findings.

1. The modification is in substantial conformity with the previously approved plan or permit, or if the change is substantive, that the revised project is equivalent to the original project design concept in terms of consistency with city design and development standards and policies.

The proposed modification changes the site parking layout and changes the exterior facades. The orientation and use classification of the building remains the same. The project is in substantial conformance of the original project (Use Permit #P07-00113-UP).

2. The modification will not create impacts substantially different from those of the previously approved project.

The original project consisted of a 90,799 SF building with 128 parking spaces. The current modification proposes a 90,799 SF building with 72 parking spaces, whereas the Municipal Code requires 61. The modification also adds 8 trailer parking stalls to the north of the site. The modification will not create impacts substantially different from the approved project.

3. The granting of the modification will not be materially detrimental to the public health, safety, or welfare, or to property or residents in the vicinity.

The modification is a reconfiguration of the parking and circulation areas, but the size of the building remains the same. There are no indications of detrimental effects to people or property in the vicinity.

4. The proposed modification is consistent with the policies and exhibits contained in the general plan.

The modification is consistent with the general plan because the changes to the parking and circulation areas meet the design criteria for height, bulk, and lot coverage. The main building is shifted approximately 10 feet away from the street from its original location, but the modified building location does not visually conflict with the character of the surrounding industrial business area. The updated architectural facades provide a modern look to the building, which will be consistent with the five buildings proposed in the NACC site.

Conditions of Approval

General

1. The applicant shall defend, indemnify, and hold harmless the City of American Canyon ("City"), its elected officials, officers, employees, attorneys, representatives, boards, commissions, consultants, volunteers and agents from and against all claims, actions, including actions to arbitrate or mediate, damages, losses, judgments, liabilities, expenses and other costs, or proceedings against the City, its elected officials, officers, employees, attorneys, representatives, boards, commissions, volunteers, or agents to attack, modify, set aside, void, or annul an approval, conditional approval, permit, entitlement, environmental document, environmental clearance, mitigation plan, or any other document or any of the proceedings, acts, or determinations taken, done, or made prior to granting of such approval, conditional approval, permit, entitlement, environmental clearance, environmental document, mitigation plan, or other documents, by the City, including, without limitation, an action against an advisory agency, appeal board, or legislative body within the applicable limitation period.

The obligation to defend, indemnify and hold the City harmless shall include the payment of all legal costs and attorney's fees (including a third party award of attorney's fees), arising out of, resulting from, or in connection with the City's act or acts leading up to and including approval of any environmental document or mitigation plan granting approvals to the applicant, incurred on behalf of, or by, the City, its elected officials, officers, employees, representatives, attorneys, boards, commissions, volunteers and agents in connection with the defense of any claim, action, or proceeding challenging the entire or a portion of an approval, conditional approval, permit, entitlement or any other document of any related claim.

The obligation to defend, indemnify, and hold the City harmless shall include, but not be limited to, the cost of preparation of any administrative record by the City, staff time, copying costs, court costs, or attorney's fees arising out of a suit or challenge contesting the adequacy of a permit, approval, conditional approval, entitlement, environmental document, mitigation plan, environmental clearance, or any other document or approval related to the applicant's project.

The City will promptly notify the applicant of any claim, action, or proceeding and will cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim, action, or proceeding, or the City fails to cooperate fully in the defense, the applicant shall not be responsible to defend, indemnify, or hold harmless the City.

In the event a legal challenge to a City permit, approval, conditional approval, environmental document, environmental clearance, mitigation plan, entitlement or any other document, proceeding, determination, or action related to the applicant's project is successful, and an award of attorneys' fees is granted against the City, the applicant shall be responsible to timely pay the full amount of such an award.

2. The approval shall become effective on the expiration of the appeal period, ten (10) calendar days following the decision, unless an appeal is filed. An appeal may be filed with the Community Development Director by filling out an Appeal Form accompanied by a fee of $795.

3. The applicant is responsible for paying all charges related to the processing of this discretionary case application prior to the issuance of building or any other permits for this project. Failure to pay all charges shall result in delays in the issuance of required permits or the revocation of the approval of this application.

4. Prior to obtaining a building permit, all parties working on the project shall obtain a business license from the City.

Planning Division

5. The Community Development Director shall review any deviations from the approved permit. The project proposes a Minor Modification (PL24-0024) to NACC Building D. The modifications consist of the following:
    a. Modifies the dock layout.
    b. Relocation of retaining wall to the east side of easterly drive aisle.
    c. Added 8 trailer stalls to the north side of Building D.
    d. Reduced parking from 128 to 72.
    e. Shifted Building D to the east by approximately 10 feet to provide room for bioretention facility adjacent to Devlin Rd.
    f. Changes to exterior elevations.
    g. Addition of a landscaping plan.

    The modifications are described in the site plan, landscaping plan, and architectural elevations shown in Exhibits A, B, and C. In the event the Community Development Director determines that the project is not in substantial conformance with the approval, the applicant shall submit a new application for a Design Permit or a Minor or Major Modification depending on which application is required by the zoning code.

6. All conditions of approval from Resolution 2018-86 (NACC Tentative Subdivision Map) and Ordinance 2020-03 (NACC Development Agreement), remain in effect.

7. Prior to the effective date of the Minor Modification Permit, the applicant and property owner shall sign the agreement to the conditions of approval. The form is available as Exhibit D.

Building Division

8. Prior to construction of the Minor Modification improvements, the applicant shall obtain a building permit.

9. Prior to the final inspection, the applicant shall submit a letter of certification to the Building Official from the project architect certifying that all improvements have been constructed in accordance with the approved building plans.

10. Construction activities on the site shall be limited to between 7:00 a.m. and 6:00 p.m. Monday through Friday. Work between the hours of 6:00 pm and 7:00 am and work on weekends and holidays requires prior written approval from the Building Official. If weekends and holiday work is approved construction and grading activities on the site shall be limited to between 8:00 a.m. to6:00 p.m. on Saturdays, and between 10:00 a.m. and 6:00 p.m. on Sundays and State and Federal holidays.

11. Recycling of Construction and Demolition Debris: Prior to issuance of a building permit, the applicant shall submit a plan for the diversion of at least 70 percent of the debris from the building demolition and construction. The plan shall include the qualified recycler that will be used, the

methods of managing diversion of construction materials on site, and the proposed documentation that will be submitted to confirm that the diversion goal has been met.

12. Deferred Submittals: Prior to issuance of a building permit, the applicant shall submit a request to the Chief Building Official for any proposed deferred submittals on a form provided by the Building and Safety Division. The Deferred Submittal request shall include a justification for each proposed deferred submittal.

13. Accessibility: Prior to the final inspection, a Certified Access Specialist (CASp) shall submit a letter certifying that all improvements have been constructed in compliance with applicable state and federal accessibility standards.

14. NVUSD Developer Fees: Prior to issuance of each building permit, the applicant shall submit a Certificate of Compliance from the Napa Valley Unified School District (NVUSD). For more information contact NVUSD Developer Fees, link here: https://www.nvusd.org/doing-business-with-us/developerfees-clone .

Fire District

15. The buildings will be subject to the District's aerial apparatus impact fees as well as the fire impact fees due to the height of the buildings.

16. All Fire related underground piping and fire appurtenances shall be shown on the Civil plan submittal. In addition to the Civil plan submittal, at least (1) plan set under separate cover shall be submitted to American Canyon Building Division for routing to the American Canyon Fire Protection District detailing all underground piping and related fire appurtenances including but not limited to underground piping, underground sweep detail, underground trench details showing depth of burial, type of backfill, manufacturer's specifications of piping, valves joints, fittings and calculated size and locations of thrust blocks, hydrants locations (designate public or private), gate shut-off valves, PIV's, FDC's, fire pumps, fire pump and/or riser rooms.

17. Underground utility contractor, architect, and fire sprinkler contractor shall coordinate the location of risers and control valves prior to the issuance of a building permit.

18. An approved water supply capable of supplying the required fire flow for fire protection systems shall be provided to all premises upon which facilities or buildings are hereby constructed or moved into or within the City. Required fire flow and hydrant distribution shall be in accordance with Appendix B and C of the California Fire Code. Applicant shall demonstrate on plan submittal; square footage of each building on plan and provide the required fire flow information. Applicant shall demonstrate that the number and spacing of onsite fire hydrants meets with requirements of the California Fire Code. ***See sample below regarding fire flow and hydrant detail information needed.***

BUILDING FIRE FLOW REQUIREMENTS – CFC TABLES B105.2 & B105.1(2)

INFORMATION BELOW IS A SAMPLE AND FOR REFERENCE ONLY

Table B105.1(2) – Building size = 129, 600 square feet
Construction type = Type IIA
FF = 5,250 gpm at 20 psi
Duration = 4 hours

Table B105.2 – Fire sprinkler allowance = - 50%
5,250 – 2,625 = 2,625 gpm
FF = 2,625 gpm @ 20 psi
Duration = 2 hours

Table CC105.1 – Approximate number of hydrants = 3
Average spacing = 400 feet + 25% allowable increase = 500
Maximum distance from street or frontage = 225 feet = 50% allowable increase = 337.5

19. Fire Protection systems shall be installed in accordance with provisions set forth in the California Fire Code as amended by the American Canyon Fire Protection District and the applicable National Fire Protection Association Standard.

20. Fire Apparatus Access Roads shall be designed in accordance with provisions set forth in the California Fire Code Chapter 5 and Appendix D as amended by the American Canyon Fire Protection District and the applicable Public Works Standard.

21. Access roads shall be completed with all-weather surfaces prior to the stockpiling of combustible materials or beginning combustible construction. Fire apparatus access shall be provided to within 150 feet of the most remote portions of all building from an approved exterior route. If this cannot be achieved fire apparatus turn arounds will be needed.

22. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Vertical traffic calming in the form of speed pumps, humps or dips are prohibited along fire access roads without prior approval of the fire Code Official. The minimum width and clearances established in Section 503.2.1 shall be maintained at all times.

23. Where applicable improvement plan submittals for permit shall include locations of fire lane red curbing and fire lane signage. Please refer to and include City Public Works Standard FP-2A & 2B with plan submittals for permitting.

24. The City of American Canyon requires that a fire hydrant be in service within 250 feet of the furthest point of construction prior to the stockpiling of combustible materials for the beginning of construction.

25. Fire Department Connections (FDC) shall be located not more than 100 ft. from the nearest fire hydrant.

Public Works

26. Per CC Resolution 2018-86 Condition #37 a.2: Developer is required to install an 8-feet wide Class 1 multi-use path along the entire length of South Kelly Road frontage from Devlin Road to SR29. The Developer asked the City to include the Vine Trail portion within the Caltrans right-of-way with the South Kelly Road Improvements Project, TR23-0200, as a reimbursable item. The Developer will reimburse the City for the cost of the portion of the Vine Trail within the Caltrans right-of-way, including engineering, permitting and construction. Prior to approval of the Improvement Plans, Developer shall enter into a reimbursement agreement with the City.

27. Per CC Resolution 2018-86 Condition #37 b: Developer is required to install a 12" recycled water main from the end of the existing recycled water main in Devlin Road extending within South Kelly Road to the frontage of Lot 1. Developer asked the City to include the installation of the 12" recycled water main with the South Kelly Road Improvements Project, TR23-0200, as a reimbursable item. Developer will reimburse the City for the cost of the 12" recycled water main installation, including engineering, permitting and construction. Prior to approval of the Improvement Plans, Developer shall enter into a reimbursement agreement with the City.

28. Driveways do not conform to City Standard Drawing #3.11. A Design and Construction Exception approval shall be obtained prior to submittal of the Improvement Plans.

29. Prior to recordation of the Final Map, Lot D shall convey all private reciprocal easements with Lot B and Lot E for the construction, use and/or maintenance of roads or other access, drainage facilities, utilities and post-construction storm water management facilities on the Final Map or by separate easements.

30. Prior to recordation of the Final Map, Lot D shall establish a Shared Maintenance Agreement with Lot B and Lot E for the long term and ongoing maintenance and operation of all shared private improvements. Specifically, the parcel owners shall be responsible for the ongoing maintenance and operation of all onsite stormwater quality facilities, shared storm drains, and shared access roads. The Shared Maintenance Agreement shall be prepared to run with the land of each parcel. The Shared Maintenance Agreement shall be submitted to the City for review and approval prior to recordation.

We look forward to working with you on this project. Should you have any questions, please contact me by e-mail at whe@americancanyon.gov , or by phone at 707-647-4337.

Sincerely,

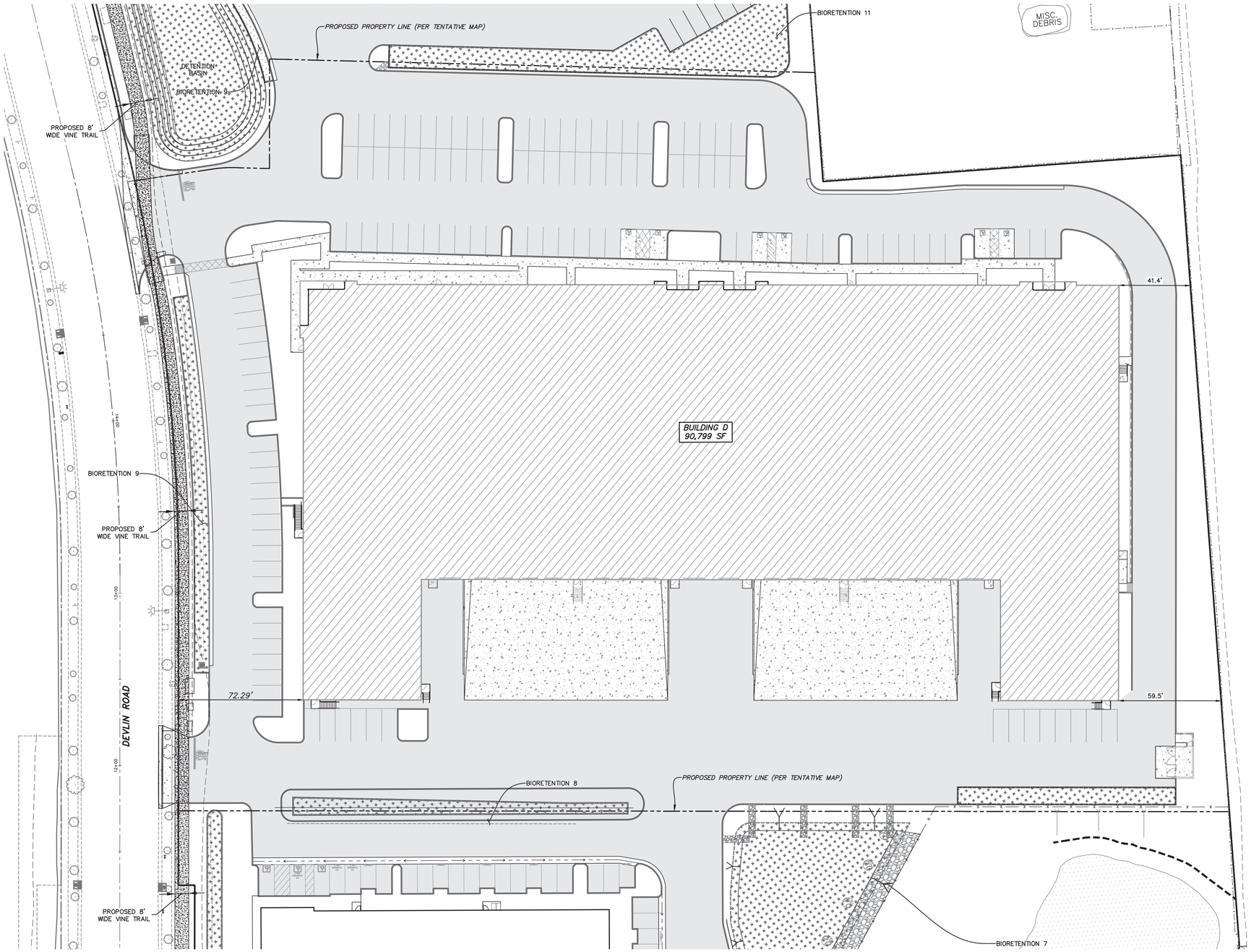
City of American Canyon



William He, AICP
Senior Planner, Community Development Department

Attachments:
1. Exhibit A: Project Site Plan
2. Exhibit B: Landscaping Plan
3. Exhibit C: Architectural Plan
4. Exhibit D: Confirmation of Conditions of Approval

EC: Project Review Committee
File



APPROVED PARKING						
STANDARD	COMPACT	ACCESSIBLE	ACCESSIBLE EV CHARGING ONLY	STANDARD EV CHARGING ONLY	STANDARD EV CAPABLE	TOTAL
122	0	6 (3 VAN)	0	0	0	128

SITE PLAN NOTES:

- EASEMENTS NOT SHOWN ON SITE PLAN FOR CLARITY.

Attachment 1:
PL24-0024 NACC BLDG D MM - Site Plan

City of American Canyon
Planning Division Approval
2/20/2025
Authorized Signature Date

SHEET INDEX	
No.	TITLE
1	APPROVED SITE PLAN (P07-00113-UP)
2	PROPOSED SITE PLAN (PL24-0024)
3	GRADING PLAN
4	GRADING PLAN
5	UTILITY PLAN
6	TYPICAL CROSS SECTIONS
7	FIRE PLAN
8	DRIVEWAY VARIANCE PLAN
9	DRIVEWAY VARIANCE PLAN
L1.1	PRELIMINARY LANDSCAPE PLAN
L1.2	PRELIMINARY LANDSCAPE PLAN

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

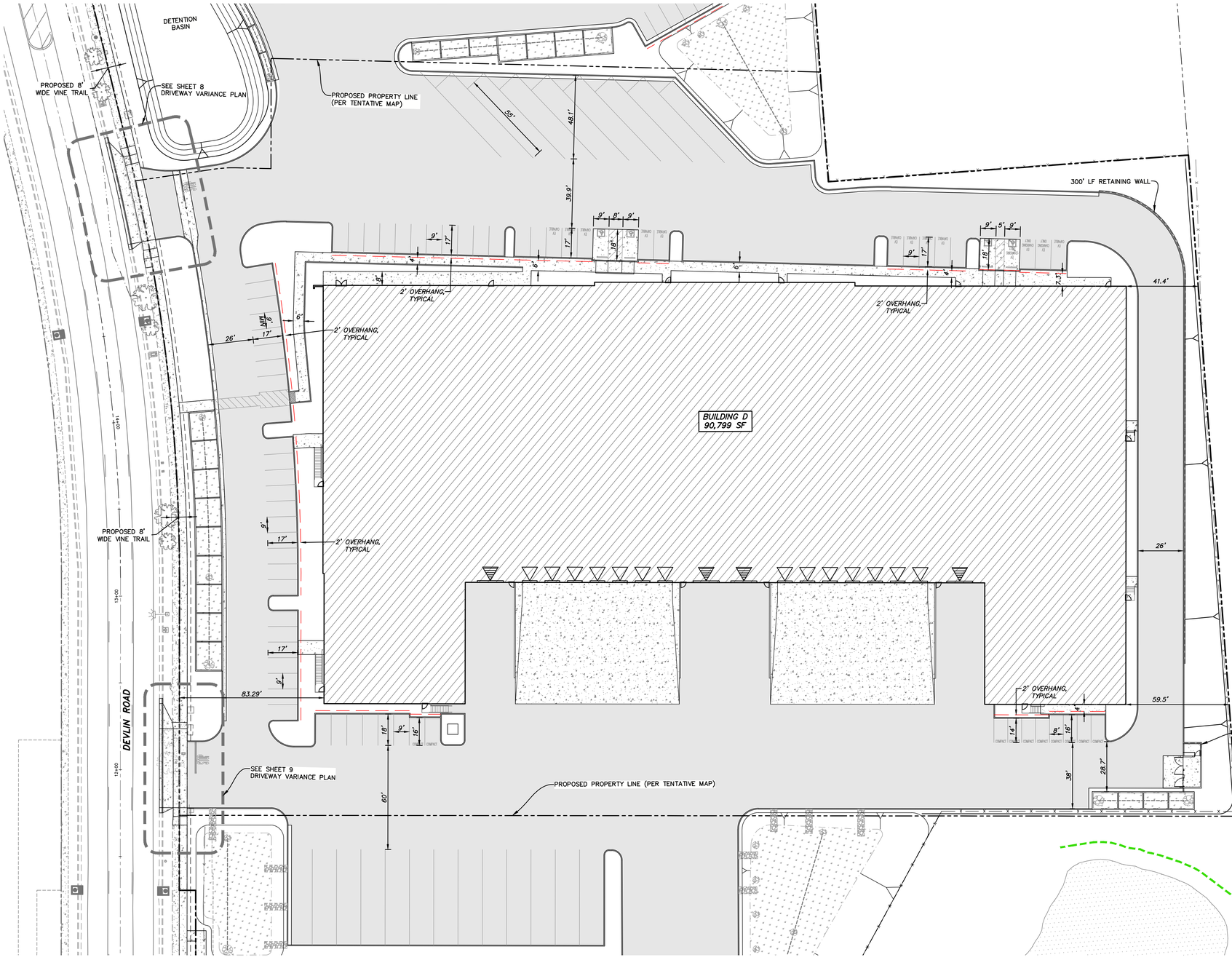
MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING D
910 DELVIN ROAD CITY OF AMERICAN CANYON CALIFORNIA

APPROVED SITE PLAN (P07-00113-UP)

SCALE 1"=30'
DATE: 01-08-2024
JOB NO. 4775-1

1
SHEET 1 OF 11

X:\Land Projects\4775-1\dwg\4775-1_D-MM_01.dwg



PARKING REQUIREMENTS	
BUILDING	D
WAREHOUSING/STORAGE SF	88,799
REQUIRED STALLS (SEE NOTE 1)	54
OFFICE SPACE SF	2,000
REQUIRED STALLS (SEE NOTE 2)	7
TOTAL STALLS REQUIRED	61

NOTES:
1. 1 STALL PER 1,000 SF OF FIRST 20,000 SF, PLUS 1 PER 2,000 SF THEREAFTER.
2. 1 STALL PER 300 SF.

PROPOSED PARKING						
STANDARD	COMPACT	ACCESSIBLE	ACCESSIBLE EV CHARGING ONLY	STANDARD EV CHARGING ONLY	STANDARD EV CAPABLE	TOTAL
46	10	3 (1 VAN)	1	2	10	72

SITE PLAN NOTES:

- EASEMENTS NOT SHOWN ON SITE PLAN FOR CLARITY.

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING D
910 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

PROPOSED SITE PLAN (PL24-0024)

SCALE 1"=30'
DATE: 01-08-2024
JOB NO. 4775-1

2
SHEET 2 OF 11

X:\Land Projects\4775-1\dwg\4775-1_D-MM_02.dwg

SEE SHEET 4



GRADING LEGEND:

- -R- -R- -R- -R- - – PROPOSED RIDGE LINE
- ——→ – – —— – PROPOSED PAVEMENT FLOW LINE
- 60.50 TC / 60.00 AC →– PROPOSED ELEVATION (DESCRIPTIONS AS LISTED BELOW)
  - TC: TOP OF CURB
  - FF: FINISHED FLOOR
  - FL: FLOW LINE
  - AC: ASPHALTIC CONCRETE
  - FG: FINISHED GROUND
- – PROPOSED BIORETENTION FACILITY

GENERAL NOTES:

1. TOP OF CURB (TC) = 0.5' + PAVEMENT ELEVATION (AC), FLOWLINE ELEVATION (FL), OR CONCRETE ELEVATION (FC), UNLESS OTHERWISE NOTED.
2. ALL ACCESSIBLE PARKING/LOADING AREAS SHALL HAVE NO MORE THAN 1.5% MAXIMUM SLOPE IN ANY DIRECTION.
3. ALL ACCESSIBLE PATHS OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE, HAVING A MAXIMUM 1/2" ABRUPT CHANGE IN ELEVATION, A MAXIMUM 5% SLOPE (IN THE DIRECTION OF TRAVEL) OR CURB RAMP AS NECESSARY, A MAXIMUM CROSS SLOPE OF 1.5%, AND A MINIMUM WIDTH OF 48". IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT RAMPS AND ACCESSIBLE PATHS OF TRAVEL MEET THESE REQUIREMENTS. ANY RAMPS FOUND OUT OF COMPLIANCE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

SCALE: 1"=20'

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

BY _____ PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

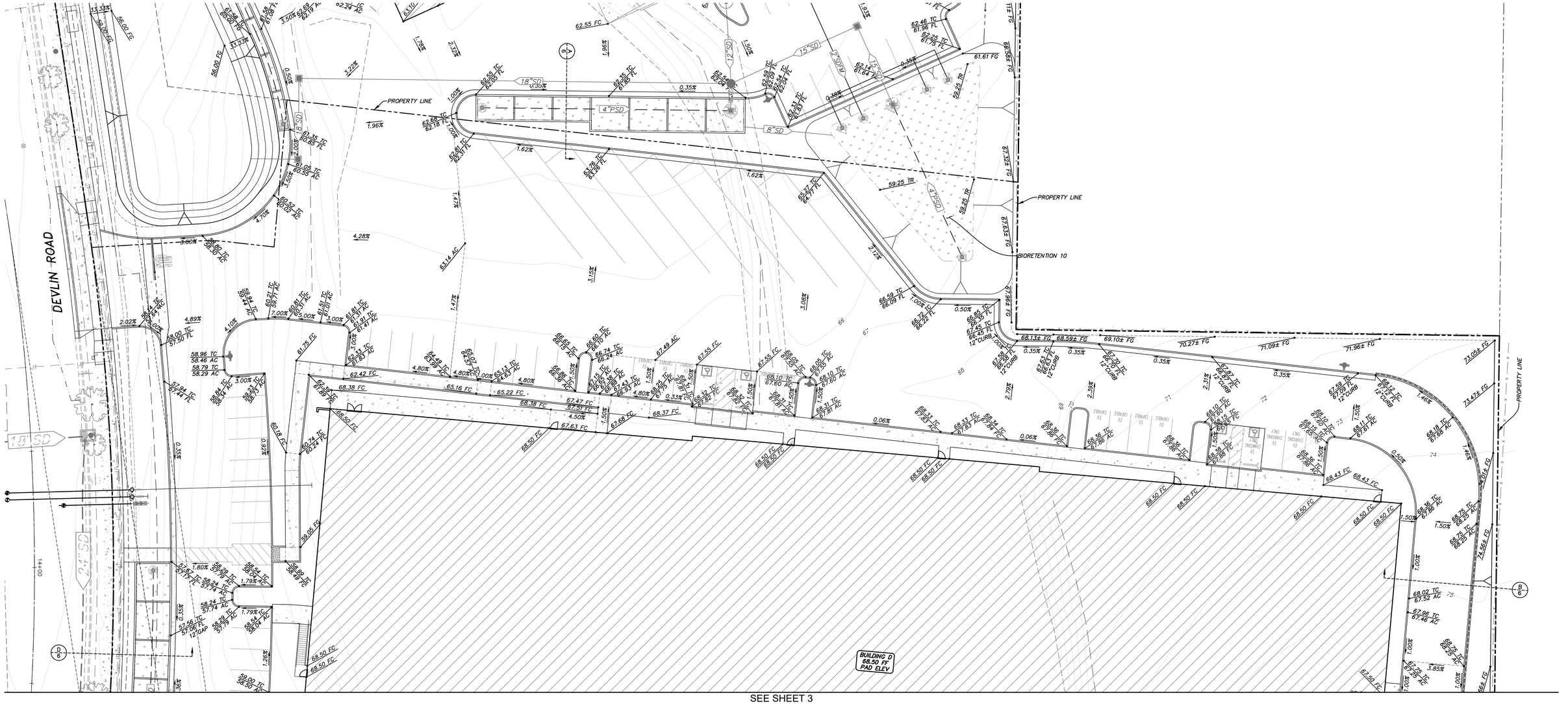
MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING D
910 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

GRADING PLAN

SCALE 1"=20'
DATE: 01-08-2024
JOB NO. 4775-1

3
SHEET 3 OF 11

X:\Land Projects\4775-1\dwg\4775-1_C306.dwg



GRADING LEGEND:

-R- -R- -R- -R- – *PROPOSED RIDGE LINE*

——→ – – —— – *PROPOSED PAVEMENT FLOW LINE*

60.50 TC / 60.00 AC → – *PROPOSED ELEVATION (DESCRIPTIONS AS LISTED BELOW)*
TC: TOP OF CURB
FF: FINISHED FLOOR
FL: FLOW LINE
AC: ASPHALTIC CONCRETE
FG: FINISHED GROUND

▒▒▒ – *PROPOSED BIORETENTION FACILITY*

GENERAL NOTES:

1. *TOP OF CURB (TC) = 0.5' + PAVEMENT ELEVATION (AC), FLOWLINE ELEVATION (FL), OR CONCRETE ELEVATION (FC), UNLESS OTHERWISE NOTED.*
2. *ALL ACCESSIBLE PARKING/LOADING AREAS SHALL HAVE NO MORE THAN 1.5% MAXIMUM SLOPE IN ANY DIRECTION.*
3. *ALL ACCESSIBLE PATHS OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE, HAVING A MAXIMUM 1/2" ABRUPT CHANGE IN ELEVATION, A MAXIMUM 5% SLOPE (IN THE DIRECTION OF TRAVEL) OR CURB RAMP AS NECESSARY, A MAXIMUM CROSS SLOPE OF 1.5%, AND A MINIMUM WIDTH OF 48". IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT RAMPS AND ACCESSIBLE PATHS OF TRAVEL MEET THESE REQUIREMENTS. ANY RAMPS FOUND OUT OF COMPLIANCE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.*

0 10 20 40
LM
SCALE: 1"=20'

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION — *CALIFORNIA*
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING D
910 DELVIN ROAD — *CITY OF AMERICAN CANYON*

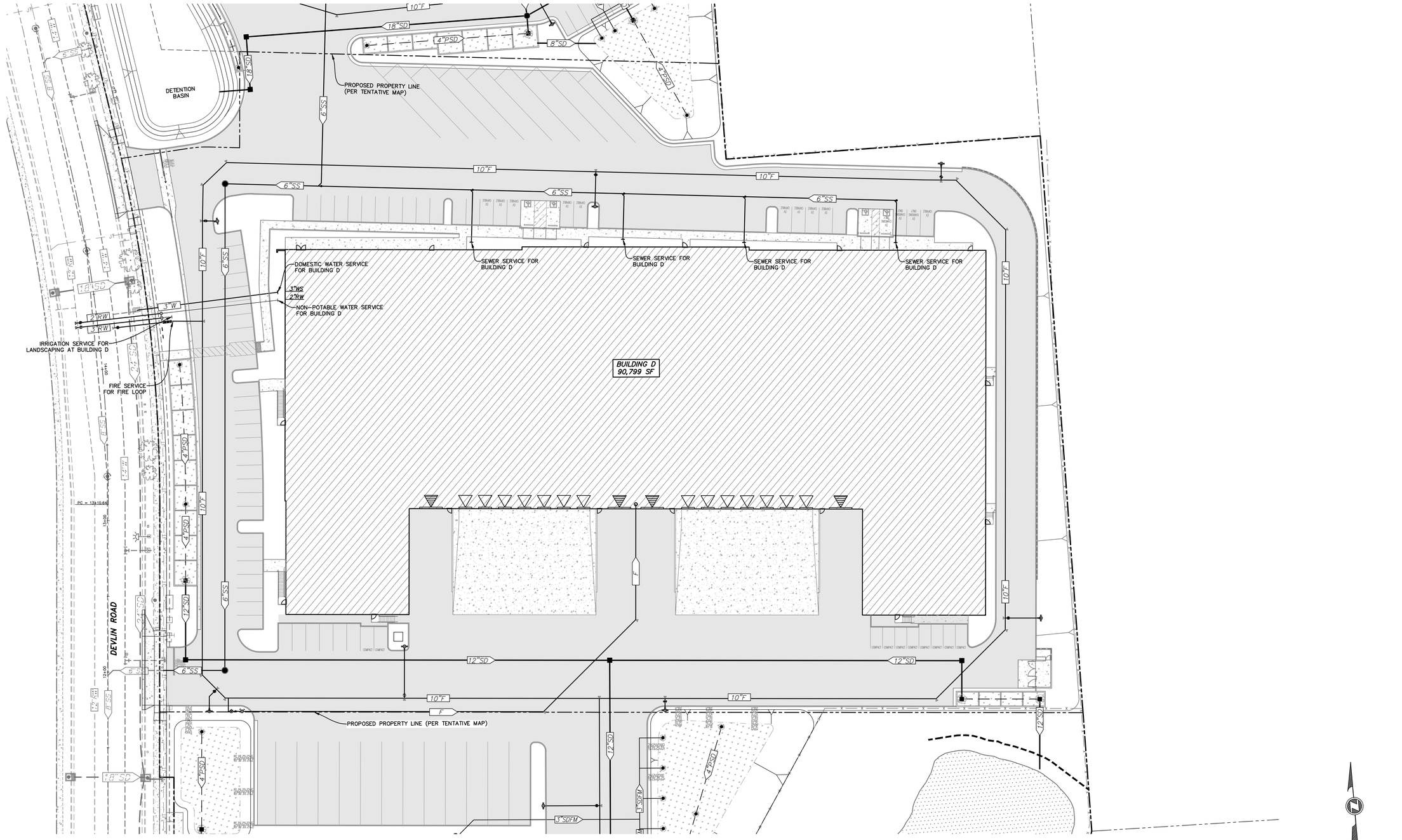
GRADING PLAN

SCALE 1"=20'
DATE: 01-08-2024
JOB NO. 4775-1

4

SHEET 4 OF 11

X:\Land Projects\4775-1\dwg\4775-1_C307.dwg



DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

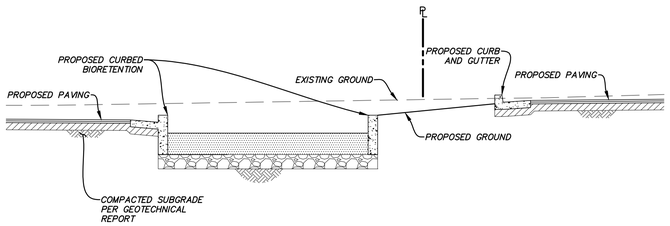
MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING D
910 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

UTILITY PLAN

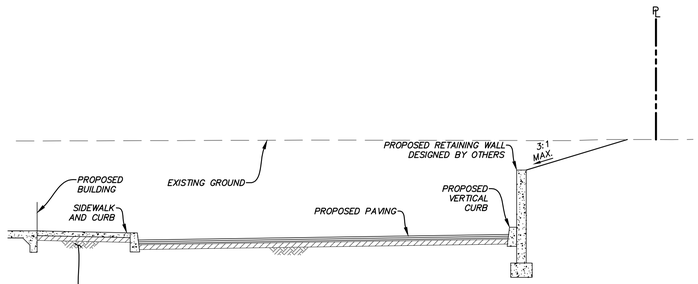
SCALE 1"=30'
DATE: 01-08-2024
JOB NO. 4775-1

5
SHEET 5 OF 11

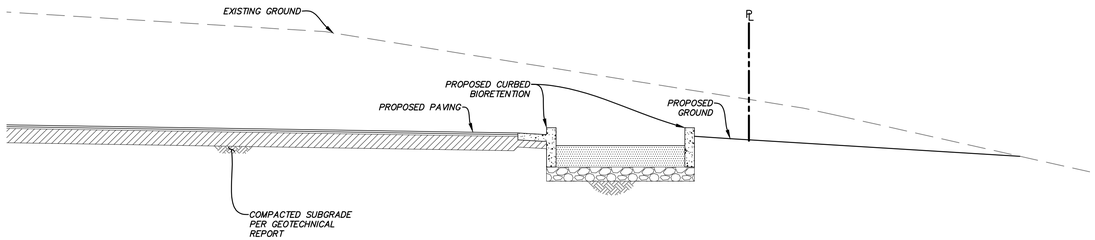
X:\Land Projects\4775-1\dwg\4775-1_D-MM_05.dwg



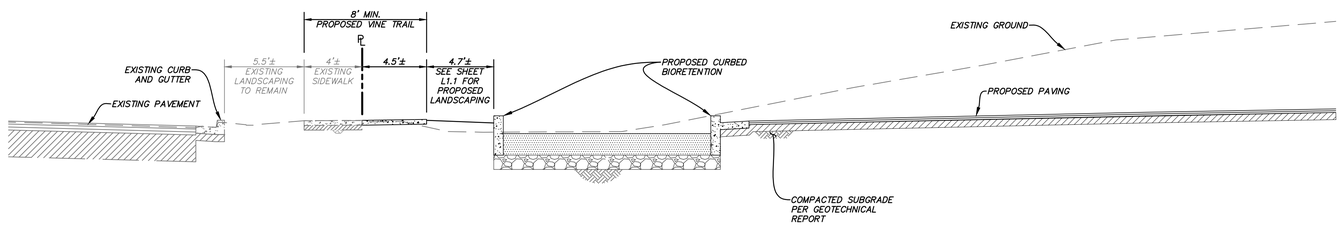
NORTH SIDE
BUILDING D
A NTS



EAST SIDE
BUILDING D
B NTS



SOUTH SIDE
BUILDING D
C NTS



DEVLIN ROAD
AT BUILDING D
D NTS

DESIGNED BY PF	REV.	DATE	DESCRIPTION	BY	APP'D.
DRAWN BY JB					
CHECKED BY PDC					

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

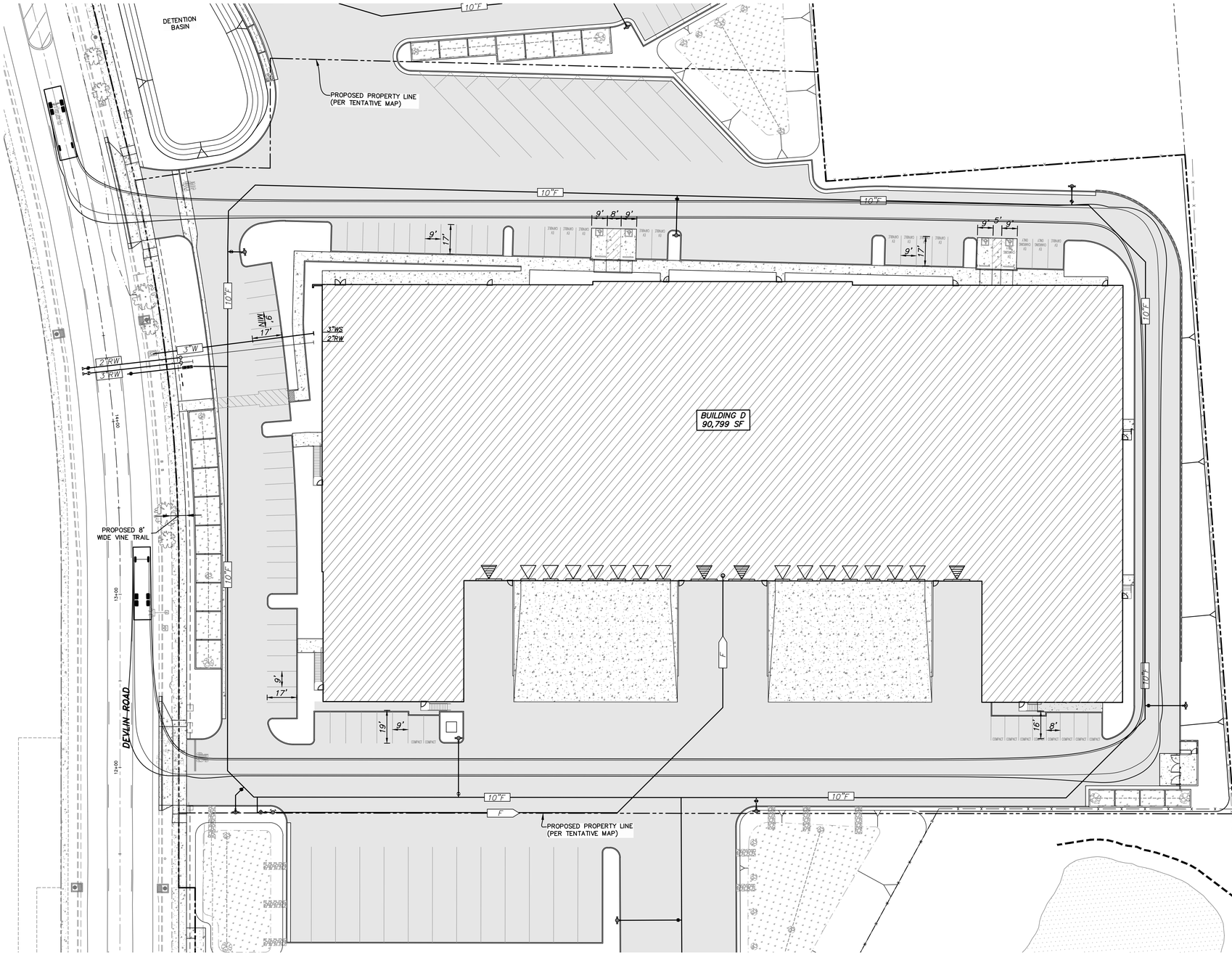
MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING D
910 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

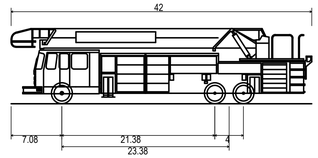
TYPICAL CROSS SECTIONS

SCALE NONE
DATE: 01-08-2024
JOB NO. 4775-1

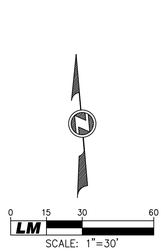
6
SHEET 6 OF 11

X:\Land Projects\4775-1\dwg\4775-1_D-MM_06.dwg





City of Napa Ladder Truck	
Overall Length	42.000ft
Overall Width	10.000ft
Overall Body Height	10.495ft
Min Body Ground Clearance	0.925ft
Track Width	8.360ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	41.20°



DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

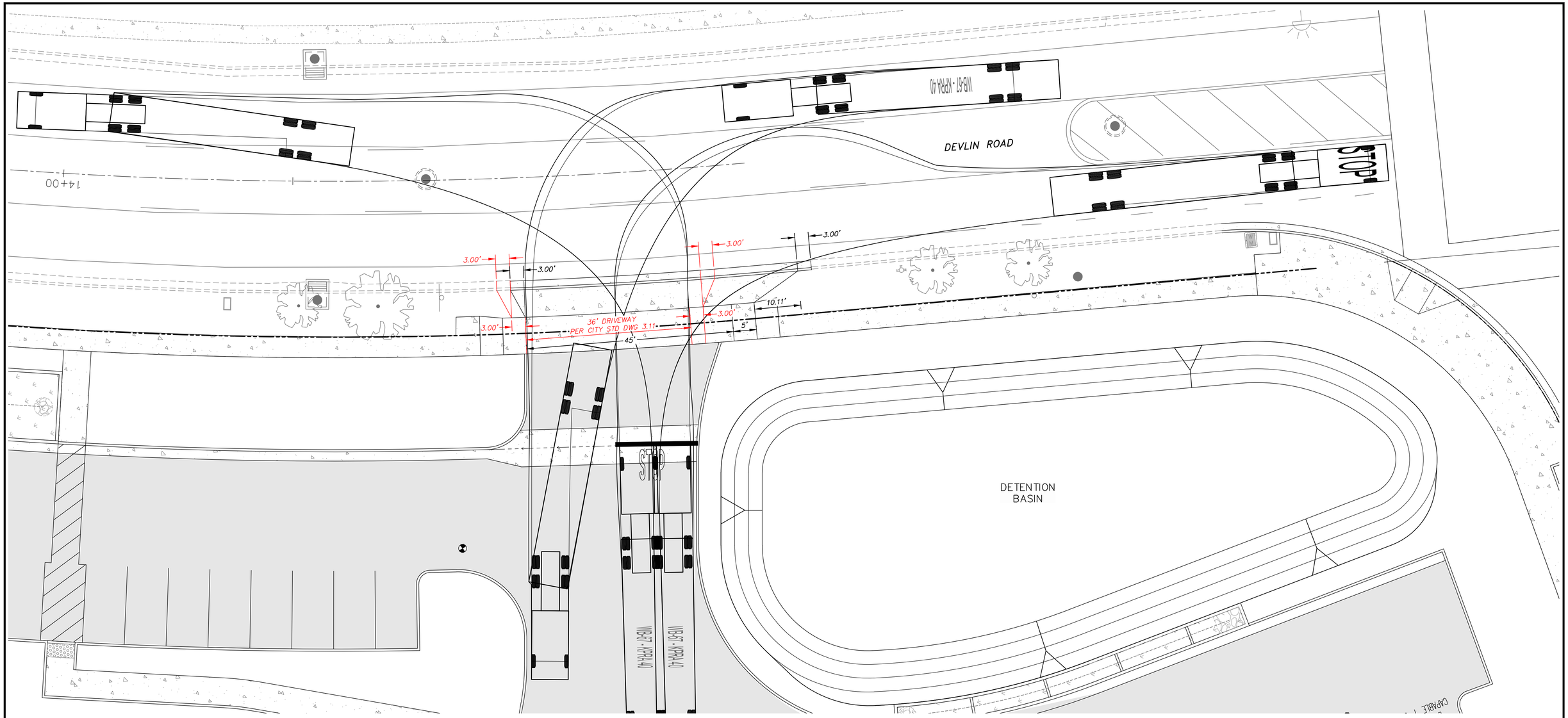
MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER BUILDING D
910 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

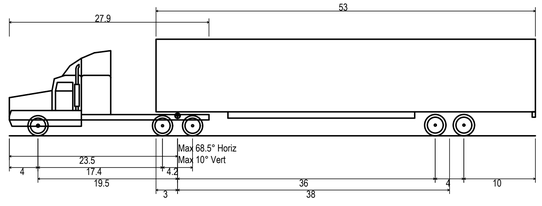
FIRE PLAN

SCALE 1"=30'
DATE: 01-08-2024
JOB NO. 4775-1

7
SHEET 7 OF 11

X:\Land Projects\4775-1\dwg\4775-1_D-MM_03.dwg





WB-67 - KPRA 40

Overall Length	73.501ft
Overall Width	8.500ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	28.40°

VARIANCE REQUEST:
APPLICANT REQUESTS A VARIANCE TO COMMERCIAL CURB CUTS & DRIVEWAY REGULATIONS (STANDARD DWG. # 3.11) TO ACCOMMODATE TRUCK TURN MOVEMENTS.

0 5 10 20
SCALE: 1"=10'

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

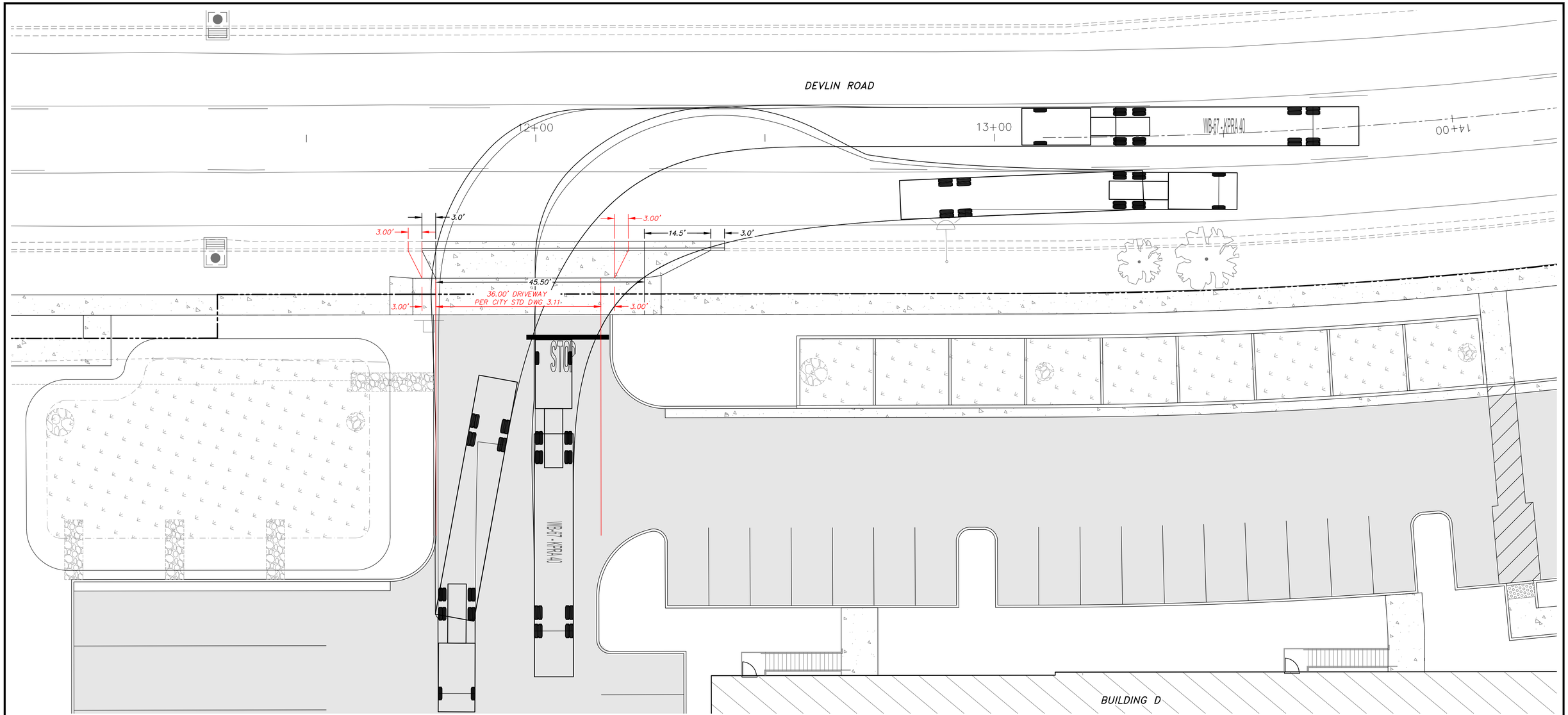
MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING D
910 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

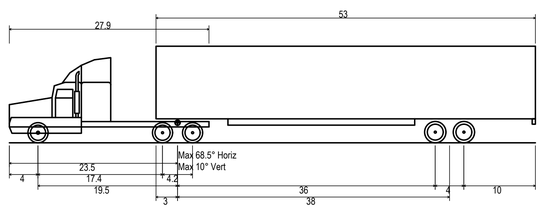
DRIVEWAY VARIANCE PLAN

SCALE 1"=10'
DATE: 01-08-2024
JOB NO. 4775-1

8
SHEET 8 OF 11

X:\Land Projects\4775-1\dwg\4775-1_D-MM_07.dwg





VARIANCE REQUEST:
APPLICANT REQUESTS A VARIANCE TO COMMERCIAL CURB CUTS & DRIVEWAY REGULATIONS (STANDARD DWG. # 3.11) TO ACCOMMODATE TRUCK TURN MOVEMENTS.

WB-67 - KPRA 40	
Overall Length	73.501ft
Overall Width	8.500ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	28.40°

0 5 10 20
SCALE: 1"=10'

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING D
910 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

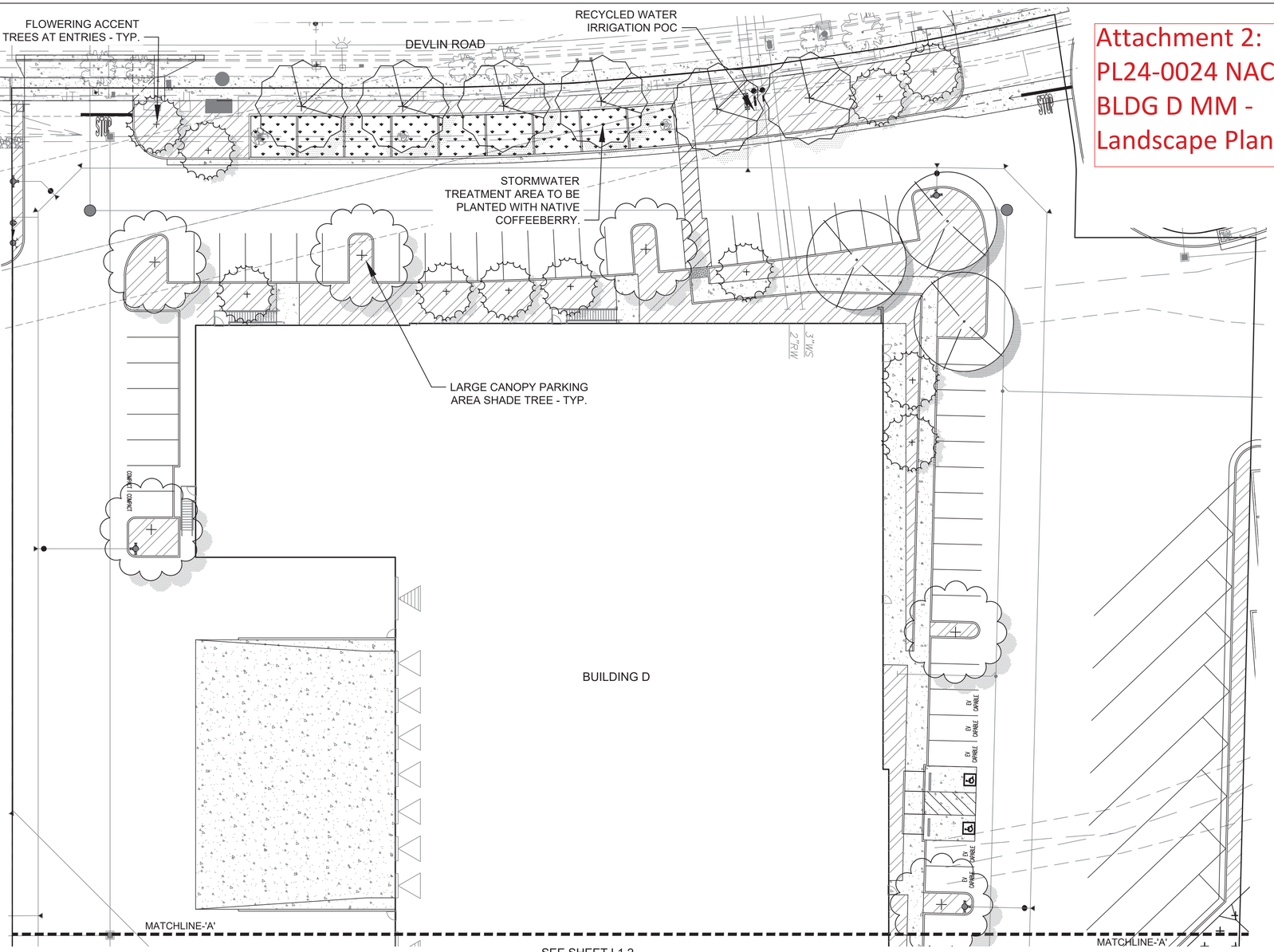
DRIVEWAY VARIANCE PLAN

SCALE 1"=10'
DATE: 01-08-2024
JOB NO. 4775-1

9
SHEET 9 OF 11

X:\Land Projects\4775-1\dwg\4775-1_D-MM_08.dwg

Attachment 2:
PL24-0024 NACC
BLDG D MM -
Landscape Plans



LANDSCAPE CALCULATIONS:

Total Site Area	243,024	s.f.
Total Landscape Area	30,250	s.f.
Landscape % of overall site	12	%
Landscape Planting Area Provided	24,675	s.f.
Irrigated Bio-Retention	2,600	s.f.
Non-irrigated Bio-Retention	2,975	s.f.
Non-irrigated Hydro-seed	0	s.f.
Landscape Totals	30,250	s.f.

Preliminary MAWA

LA= 27,275 s.f.
SLA = 0 s.f.
ETo= 45.8 inches/year

MAWA = (ETo) x 0.62) x ((0.45xLA)+(0.3xSLA))
MAWA = 425,975 gallons per year

Preliminary ETWU

LA= 27,275 s.f.
SLA = 0 s.f.
ETo= 45.8 inches/year

ETWU = (ETo) x 0.62) x ((PFxHA/IE)+SLA))
ETWU = 285,852 gallons per year

PRELIMINARY LANDSCAPE NOTES:

1. THERE IS APPROXIMATELY 27,275 S.F. OF LANDSCAPE AREA.
2. ALL PLANTS AND TREES ARE 'WUCOLS' LOW/MEDIUM WATER VARIETIES.
3. SOIL AMENDMENTS WILL BE INCORPORATED PER SOILS TEST. COMPOST WILL BE ORGANIC COMPOSTED GREEN WASTE.
4. ALL PLANTER AREAS SHALL BE TREATED WITH A 3" LAYER OF MULCH.
5. THERE IS 10 % LANDSCAPE AREA WITHIN THE PARKING AND CIRCULATION AREA.
6. THERE ARE 72 PARKING STALLS AND 24 SHADE TREES. 1 TREE PER 3 STALLS = 24 TREES.

PRELIMINARY IRRIGATION NOTES:

A FULLY AUTOMATIC IRRIGATION SYSTEM THAT MEETS THE CURRENT WATER EFFICIENT LANDSCAPE ORDINANCE REQUIREMENTS SHALL BE INSTALLED INCLUDING THE FOLLOWING:

1. AN 'ET' SMART CONTROLLER AND 'ET' SENSOR SHALL BE USED FOR WEATHER BASED IRRIGATION CONTROL.
2. A MASTER VALVE AND FLOW SENSOR SHALL BE INSTALLED IN THE SYSTEM.
3. ALL PLANTER AREAS SHALL BE IRRIGATED WITH PLACE-DRIP IRRIGATION.
4. TREES SHALL RECEIVE DEEP WATERING BUBBLERS.
5. 'WELO' DOCUMENTATION SHALL BE SUBMITTED WITH LANDSCAPE IMPROVEMENTS PLANS (CONSTRUCTION DOCUMENTS).
6. SEE RECYCLED WATER NOTES SHEET L1.2

LANDSCAPE PLANT LIST:

PLANT LIST- WATER REGIME PLANT FACTOR REFERENCED ARE PER WUCOLS IV - ZONE 1
MATURE HABIT PER SUNSET WESTERN GARDEN BOOK

TREES

no.	NATIVE	BOTANICAL NAME	COMMON NAME	SIZE	WATER REGIME HYDROZONE	MATURE HABIT H X W
		ACER R. 'OCTOBER GLORY'	OCTOBER GLORY MAPLE	15 GAL.	MEDIUM	40' X 25'
		CEDRUS DEODARA	DEODAR CEDAR	15 GAL.	LOW	60' X 30'
		LAGERSTROEMIA F. 'CATAWBA'	CREPE MYRTLE	15 GAL.	LOW	15' X 15'
		PISTACIA CHINENSIS	CHINESE PISTACHE	15 GAL.	LOW	40' X 35'
		METROSIDEROS EXCELSA	NEW ZEALAND CHRISTMAS TREE	15 GAL.	LOW	30' X 30'
	X	QUERCUS SHUMARDII	SHURMARD OAK	15 GAL.	LOW	45' X 50'
		ULMUS 'FRONTIER'	FRONTIER ELM	15 GAL.	LOW	35' X 25'

GROUND COVER

					SPACING
		COPROSMA P. 'VERDE VISTA'	MIRROR PLANT	1 GAL.	LOW	36" O.C.
		COTONEASTER D. 'LOWFAST'	BEARBERRY	1 GAL.	LOW	36" O.C.
		TRACHELOSPERMUM JASMINOIDES	STAR JASMINE	1 GAL.	LOW	24" O.C.

STORMWATER TREATMENT PLANTING

					SPACING
	X	RHAMNUS CALIFORNICA	CALIFORNIA COFFEEBERRY	1 GAL	LOW	6' O.C.
	X	NATIVE SEED MIX SEE RIGHT NON IRRIGATED	MFG. PACIFIC COAST SEED			

SHRUBS

no.	NATIVE	BOTANICAL NAME	COMMON NAME	SIZE	WATER REGIME HYDROZONE	MATURE HABIT H X W
	X	ARCTOSTAPHYLOS 'JOHN DOURLEY'	MANZANITA	5 GAL.	LOW	
		BERBERIS AUTROPURPUREA	JAPANESE PURPLE BARBERRY	5 GAL.	LOW	
		CEANOTHUS CONCHA	CALIFORNIA LILAC	5 GAL.	LOW	
	X	HETEROMELES ARBUTIFOLIA	TOYON	5 GAL.	LOW	
		LOROPETALUM RAZZLEBERRI	RAZZLEBERRY	5 GAL.	MEDIUM	
		NANDINA DOMESTICA	HEAVENLY BAMBOO	5 GAL.	LOW	
		NERIUM O. 'PETITE RED'	DWARF RED OLEANDER	5 GAL.	LOW	
		MISCANTHUS 'YAKU JIMA'	EULALIA GRASS	5 GAL.	MEDIUM	
		PHOTINIA FRASERI	FRASER PHOTINIA	5 GAL.	MEDIUM	
		RHAPHIOLEPIS I. 'PINK LADY'	INDIAN HAWTHORNE	5 GAL.	LOW	
		ROSA 'RED CARPET'	RED CARPET ROSE	2 GAL.	MEDIUM	
		PHORMIUM RUBRA	PURPLE FLAX	5 GAL.	MEDIUM	
		TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL.	LOW	
	X	SALVIA GREGGII 'PURPLE'	AUTUMN SAGE	5 GAL.	LOW	
		VIBURNUM 'SPRING BOUQUET'	COMPACT LAURUSTINUS	5 GAL.	LOW	
		XYLOSMA C. 'COMPACTA'	COMPACT XYLOSMA	5 GAL.	LOW	

STORMWATER TREATMENT BASIN SEED MIX

48 LBS. PER ACRE PACIFIC COAST SEED

APPLY COMPACT BIO SWALE MIX VIA HYDROSEED AT THE FOLLOWING RATES:
BIO SWALE SEE MIX - 48LBS. PER ACRE
MULCH - 2,000 LBS PER ACRE
M-BINDER TACKIFIER - 180 LBS. PER ACRE

FESTUCA RUBRA, MOLATE FESCUE
ACHILLEA MILLEFOLIUM, COMMON YARROW
CAREX BARBAREA, SANTA BARBARA SEDGE
OENETHERA HOOKERI, HOOKER'S EVENING PRIMROSE

BEFORE EXCAVATING CALL: 811
48-HOURS BEFORE ALL PLANNED WORK OPERATIONS

Know what's below. Call before you dig.

0 10 20 40
Scale 1" = 20 ft
sheet size = 24" x 36"

GreenDesign
Landscape Architects, Inc.
1464 Popinjay Drive Reno, NV.
p: 775 829 1364 email: bhatch00@charter.net

Napa Airport Corporate Center Building 'D'

910 Devlin Road, American Canyon, CA 94508

ISSUE	DATE
--	--.--.--

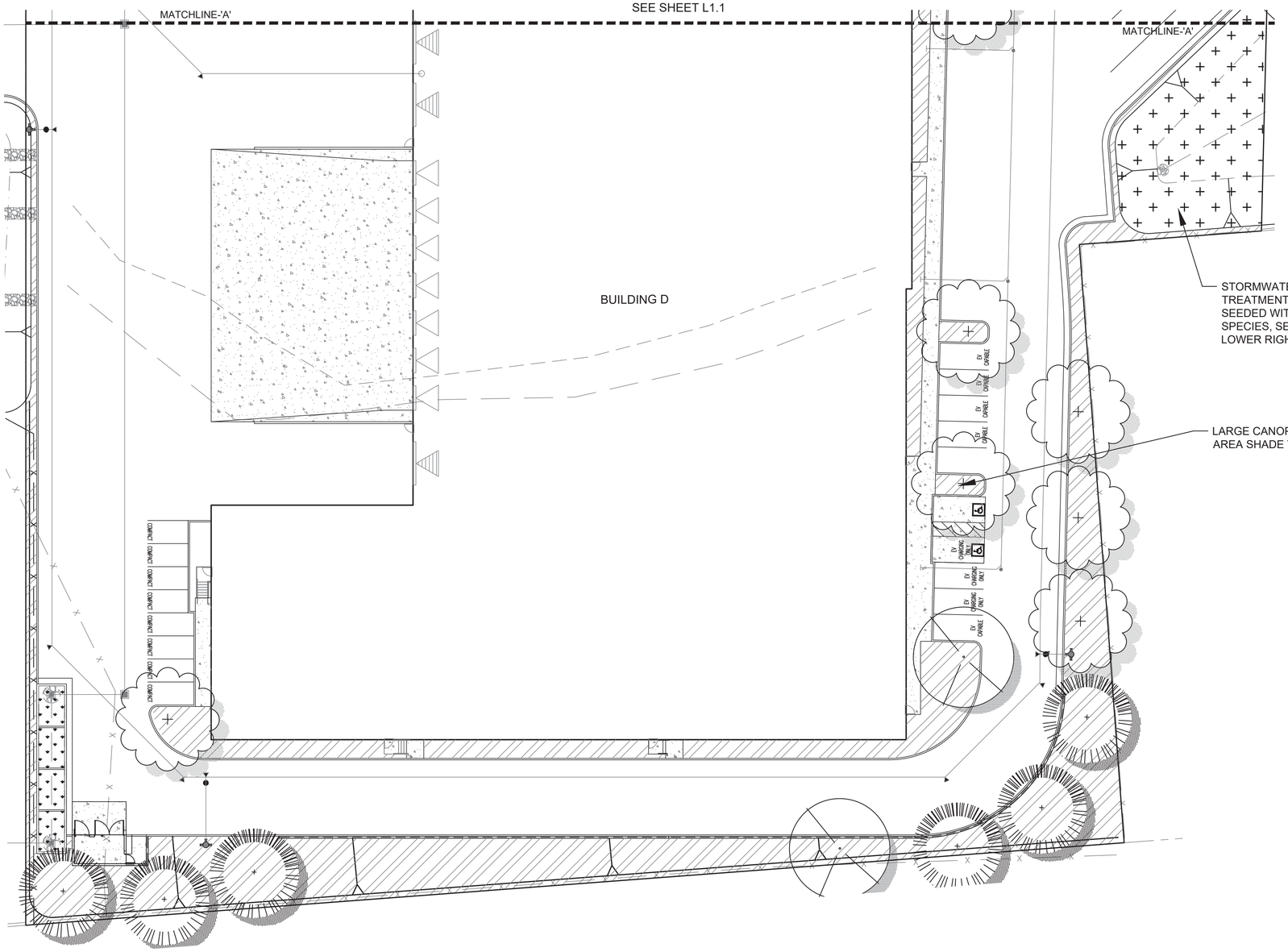
LICENSED LANDSCAPE ARCHITECT
BARBARA M. HATCH
No. 4201
12-31-25
Renewal Date
1-6-24
Date
STATE OF CALIFORNIA

OWNERSHIP AND USE OF DOCUMENTS
All Drawings, Specifications and copies thereof furnished by Green Design Landscape Architecture are and shall remain its property. They are to be used only with respect to this Project and are not to be used on any other project. Submission or distribution to meet official regulatory requirements or for purposes in connection with the Project is not to be construed as publication in derogation of Green Design Landscape Architecture, common law copyright or other reserved rights.

Approved	bh		
Drawn	kh	Reviewed	bh
Project No.	PL24-0024		
Scale	---	Issue Date	-.-.-

Preliminary Landscape Plan

L1.1



PRELIMINARY IRRIGATION NOTES:

A FULLY AUTOMATIC RECYCLED WATER IRRIGATION SYSTEM THAT MEETS THE CURRENT WATER EFFICIENT LANDSCAPE ORDINANCE REQUIREMENTS SHALL BE INSTALLED INCLUDING THE FOLLOWING:

1. AN 'ET' SMART CONTROLLER AND 'ET' SENSOR SHALL BE USED FOR WEATHER BASED IRRIGATION CONTROL.
2. A MASTER VALVE AND FLOW SENSOR SHALL BE INSTALLED IN THE SYSTEM.
3. ALL PLANTER AREAS SHALL BE IRRIGATED WITH PLACE-DRIP IRRIGATION.
4. TREES SHALL RECEIVE DEEP WATERING BUBBLERS.
5. 'WELO' DOCUMENTATION SHALL BE SUBMITTED WITH LANDSCAPE IMPROVEMENTS PLANS (CONSTRUCTION DOCUMENTS).

PRELIMINARY RECYCLED WATER NOTES

1. MAINLINE, QUICK COUPLERS AND VALVE BOX LIDS, AND PIPING SHALL HAVE RECYCLED WATER SYMBOL AND WARNING.
2. THE IRRIGATION SYSTEM SHALL MEET ALL CITY REQUIREMENTS FOR RECYCLED WATER.
3. A WATER METER IS REQUIRED FOR FOR RECYCLED WATER IRRIGATION CONNECTION PER INDIVIDUAL SYSTEMS
4. WARNING TAGS SHALL BE PURPLE PLASTIC AND BEAR THE WORDS "RECYCLED WATER" ON EACH SIDE (ONE IN ENGLISH, THE OTHER SIDE SPANISH)
5. WARNING TAGS SHALL BE INSTALLED ON THE WATER METER, BACKFLOW PREVENTER , VALVES, AND EXPOSED PIPING OF ALL RECYCLED WATER SYSTEMS PER THE CITY GUIDELINES: ANGLE STOP, METER AND BACKFLOW ARE PAINTED PURPLE.
6. ALL CONSTRUCTION SHALL CONFORM TO THE CURRENT VERSION OF "GUIDELINES FOR THE USE OF RECYCLED WATER" AVAILABLE BY WATER PURVEYOR.
7. THE IRRIGATION SHALL BE INSTALLED TO PREVENT RUNOFF AND PONDING. OVER SPRAY OR WIND DRIFT ONTO PAVING AREAS IS NOT PERMITTED. THE SITE WILL BE REQUIRED TO PASS A 'SPRINKLER COVERAGE TEST' ADMINISTERED BY CITY STAFF TO ENSURE RECYCLED WATER REMAINS IN AUTHORIZED USE AREAS ONLY. PROVIDE A MINIMUM OF 48 HOURS NOTICE WHEN CONTACTING THE CITY TO SCHEDULE THIS TEST.
8. ANY CONNECTIONS BETWEEN THE POTABLE WATER AND RECYCLED WATER ARE PROHIBITED.
9. THE CITY BUILDING DIVISION MUST BE NOTIFIED FOR INSPECTION AT LEAST 24 HRS. PRIOR TO BACK FILL OF THE POINT OF CONNECTION. CERTIFICATE OF FINAL COMPLETION SHALL BE SUBMITTED TO THE BUILDING INSPECTOR PRIOR TO FINAL OCCUPANCY.
10. SUBSTANTIAL CHANGES TO THE APPROVED PLANS SHALL BE SUBMITTED TO THE 'BUILDING AND WATER RESOURCE DIV.' FOR RE-APPROVAL AT LEAST TWO WEEKS PRIOR TO CONSTRUCTION.
11. IDENTIFICATION FOR RECYCLED WATER APPLIES TO ALL PIPING, MAINLINES AND LATERALS. QUICK COUPLING VALVES SHALL HAVE PURPLE LOCKING LIDS. ALL VALVES TO BE INSTALLED IN PURPLE VALVE BOXES. DEPTH OF COVER SHALL BE AT LEAST 24" FOR MAINLINES.
12. A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN POTABLE WATER AND RECYCLED WATER PIPING IS REQUIRED. AT CROSSINGS, RECYCLED WATER CONSTANT PRESSURE MAINS SHALL BE AT LEAST 12" BELOW POTABLE WATER PIPES WITHIN A 10' HORIZONTAL DISTANCE. LATERAL PIPING MAY CROSS ABOVE POTABLE WATER WITHIN A MINIMUM OF 12" CLEARANCE.
13. WHERE PIPE SLEEVES ARE USED, EITHER THE SLEEVE OR INTERIOR PIPE MUST BE IDENTIFIED AS RECYCLED WATER. IDENTIFICATION TAPE OR PURPLE COLORED PIPE IS PERMITTED ON THE SLEEVE. INTERIOR PIPE MUST BE PURPLE PIPE.
14. PURPLE PIPE SHALL NOT BE STORED IN DIRECT SUNLIGHT.
15. ALL IRRIGATION HEADS TO BE MARKED WITH RECYCLED WATER IDENTIFICATION CAPS.
16. HOSE BIBBS SHALL NOT BE USED.

STORMWATER TREATMENT BASIN SEED MIX

48 LBS. PER ACRE PACIFIC COAST SEED

APPLY COMPACT BIO SWALE MIX VIA HYDROSEED AT THE FOLLOWING RATES:
BIO SWALE SEE MIX - 48/LBS. PER ACRE
MULCH - 2,000 LBS PER ACRE
M-BINDER TACKIFIER - 180 LBS. PER ACRE

FESTUCA RUBRA, MOLATE FESCUE
ACHILLEA MILLEFOLIUM, COMMON YARROW
CAREX BARBAREA, SANTA BARBARA SEDGE
OENETHERA HOOKERI, HOOKER'S EVENING PRIMROSE

0 10 20 40
Scale 1" = 20 ft
sheet size = 24" x 36"

BEFORE EXCAVATING CALL: 811
48-HOURS BEFORE ALL PLANNED WORK OPERATIONS
811
Know what's below.
Call before you dig.

GreenDesign
Landscape Architects, Inc.
1464 Popinjay Drive Reno, NV.
p: 775 829 1364 email: bhatch00@charter.net

Napa Airport Corporate Center Building 'D'

910 Devlin Road, American Canyon, CA 94508

ISSUE	DATE
--	--.--.--

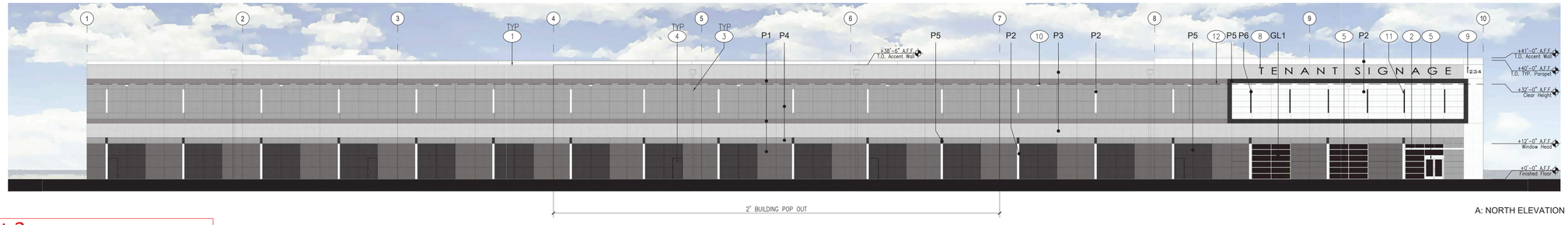
LICENSED LANDSCAPE ARCHITECT
BARBARA M. HATCH
No. 4911
12-31-25
Renewal Date
1-6-24
Date
STATE OF CALIFORNIA

OWNERSHIP AND USE OF DOCUMENTS
All Drawings, Specifications and copies thereof furnished by Green Design Landscape Architecture are and shall remain its property. They are to be used only with respect to this Project and are not to be used on any other project. Submission or distribution to meet official regulatory requirements or for purposes in connection with the Project is not to be construed as publication in derogation of Green Design Landscape Architecture, common law copyright or other reserved rights.

Approved	bh		
Drawn	kh	Reviewed	bh
Project No.	PL24-0024		
Scale		Issue Date	-.-.-

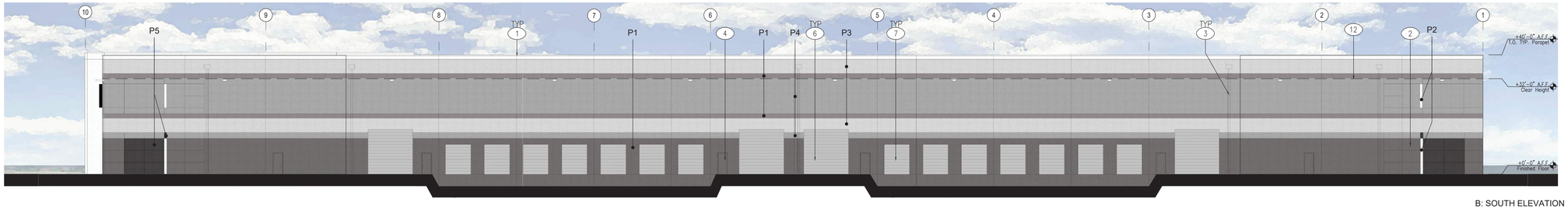
Preliminary Landscape Plan

L1.2

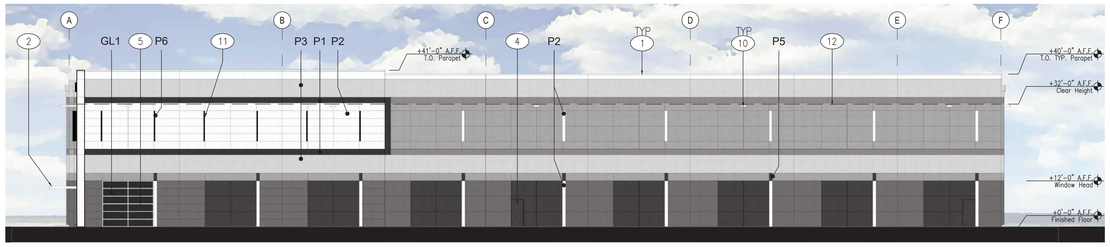


A: NORTH ELEVATION

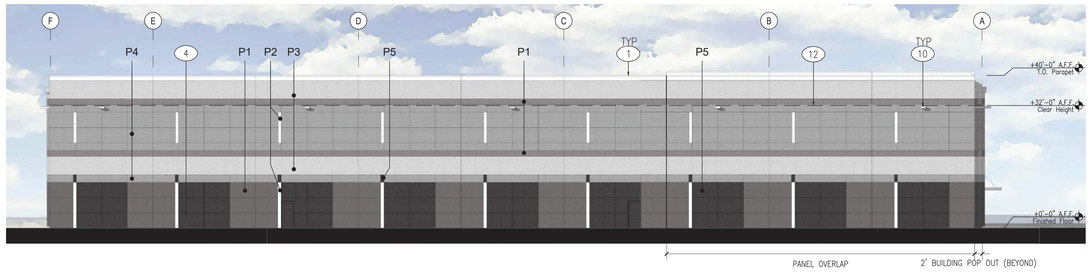
Attachment 3:
PL24-0024 NACC BLDG D MM -
BLDG D Exterior Elevations



B: SOUTH ELEVATION



D: WEST ELEVATION



C: EAST ELEVATION



E: PERSPECTIVE VIEW OF MAIN ENTRY

0' 8' 16' 32'

EXTERIOR ELEVATIONS
SCALE: 1/16" = 1'-0"

1

FINISH LEGEND:

GL1 : 1" DUAL GLAZED INSULATING UNITS IN ALUMINUM FRAMES
OUTSIDE PANE: VITRO GRAYLITE II 1/4" THICK DARK GRAY VISION GLAZ.
INSIDE PANE: CLEAR FLOAT 1/4" GLASS
FRAMES: THERMALLY BROKEN CLEAR ANODIZED ALUMINUM FRAMES

P1: ELASTOMERIC PAINT
SHERWIN WILLIAMS SW7067 CITYSCAPE

P2: ELASTOMERIC PAINT
SHERWIN WILLIAMS SW7008 ALABASTER

P3: ELASTOMERIC PAINT
SHERWIN WILLIAMS SW7016 PASSIVE

P4: ELASTOMERIC PAINT
SHERWIN WILLIAMS SW7660 EARL GREY

P5: ELASTOMERIC PAINT
SHERWIN WILLIAMS SW7069 IRON ORE

P6: ELASTOMERIC PAINT
SHERWIN WILLIAMS SW6990 CAVIAR

KEYNOTES:

1. TYPICAL SITE CAST, CONCRETE TILT-UP PANELS WITH 3/4" REVEALS AND A MULTI COLOR COATING SYSTEM.
2. PAINTED STEEL ENTRY CANOPY
3. METAL SURFACE MOUNTED SCUPPERS AND DOWNSPOUTS. PAINT TO MATCH ADJACENT PANEL COLOR.
4. TYPICAL 3' X 7' STEEL MAN DOOR WITH LIGHT FIXTURE CENTERED OVER DOOR. PAINT TO MATCH ADJACENT PANEL COLOR.
5. TYPICAL WINDOW SYSTEM: DUAL PANE GLAZING IN 2" x 4" (NOMINAL) THERMALLY BROKEN, CLEAR ANODIZED ALUMINUM FRAMES. GLAZING TO BE TINTED WITH LOW-E COATING. STOREFRONT DOORS TO MATCH WINDOW SYSTEM.
6. 15' X 15' GRADE LEVEL O.H. SECTIONAL ROLL UP DOOR
7. 8'-6" X 10' DOCK LEVEL O.H. SECTIONAL ROLL UP DOOR
8. TENANT SIGNAGE: UNDER SEPARATE PERMIT AT TIME OF TENANT IMPROVEMENTS
9. ADDRESS SIGNAGE PER BUILDING, FIRE, AND SHERIFF DEPT REQUIREMENTS.
10. SURFACE MOUNTED LIGHT FIXTURE.
11. SURFACE MOUNTED BENT PLATE STEEL OR ALUMINUM "ACCENT FINS". PAINT AS SPECIFIED.
12. DASHED LINE INDICATES INTERNAL CLEAR HEIGHT.
13. FUTURE ROOF MOUNTED HVAC EQUIPMENT TO BE SCREENED FROM VIEWS FROM THE PUBLIC ROAD WAYS. SCREENING TO BE ACCOMPLISHED VIA THE BUILDING PARAPET OR A MECHANICAL SCREEN AS DEEMED NECESSARY BY THE PLANNING DEPARTMENT AT THE TIME WHEN THE FUTURE EQUIPMENT IS LOCATED AND SIZED.
14. STEEL DOCK STAIRS. PAINT AS SPECIFIED.

RMW
Architecture
Interiors

1718 Third Street
Suite 101
Sacramento
California 95811

Office
916 449-1400

rmw.com

City of American Canyon
Planning Division Approval
2/20/2025
Authorized Signature Date

OWNER / DEVELOPER:

502 WHITMORE AVE
MODESTO, CA
CONTACT: STEVE LAY
PHONE: 209.252.1295

PRELIMINARY DESIGN DOCUMENTS FOR:

NEW INDUSTRIAL/
MANUFACTURING BUILDINGS

BUILDING D
910 DEVLIN ROAD
AMERICAN CANYON, CA 94503
PL24-0024

approved for the owner by :

approved for the architect by :

issue : description : date :

GENERAL CONTRACTOR:

drawn by : EF plot date : 09-05-2024

checked by : JDL

stamp

LICENSED ARCHITECT
JEFFREY D. LEONHARDT
NO. C33644
REN. 12-31-25
STATE OF CALIFORNIA

scale : AS NOTED

project number : 2234116

EXTERIOR
ELEVATIONS
BUILDING D

sheet no. :

A03.3

EXHIBIT D
Applicant Confirmation of Conditions of Approval
NACC BLDG D Minor Modification
(FILE NO. PL24-0024)

As shown by my signature below, I confirm that I understand and agree to abide by the conditions of approval included in the Minor Modification Approval dated February 20, 2025.

[signature] 4/4/2025

Applicant's signature — Date

STEVE LAY

Applicant's name

[signature] 4/4/2025

Property Owner's signature — Date

G3 KELLY DEVLIN LLC (KEVIN LAFFERTY - MANAGER)

Property Owner's name

Please return signed confirmation to the City of American Canyon Community Development Department, 4381 Broadway, Suite 201, American Canyon, CA 94503

ATTACHMENT 1 EXHIBIT B

Addendum Napa Airport Corporate Center Project Final EIR
2020 Proposed Minor Modifications and Development Agreement

1. Background – 2018 Approvals

On July 31, 2018, the City Council certified the Final EIR for the Napa Airport Corporate Center Project and adopted a Mitigation Monitoring and Reporting Program for the Project. (City Council Resolution 2018-85). The Draft EIR evaluated a Project consisting of 571,808 square feet of warehouse space. In the Final EIR, the proposed development was reduced to 515,621 square feet. [1]

At the time of the 2018 Project approvals, the lot west of Devlin Road, which was proposed for a 254,080 building, had been sold to a third party and removed from the Project. On July 31, 2018, the City Council approved 261,541 square feet of warehouse development on four lots (Lots 1, 2, 4 and 5) located east of Devlin Road.

The 2018 approvals included: (a) the tentative subdivision map; (b) the conditional use permit for Buildings A and B on Lots 1 and 2; (c) the conditional use permit and design permit for Building E on Lot 4; and (d) the conditional use permit and design permit for Building G on Lot 5. (Referred to below as "the 2018 approvals.")

2. 2020 Approvals

Following the 2018 City approval, the project sponsor has been working to obtain approvals from the Regional Water Quality Board and the U.S. Army Corps of Engineers for the permits necessary to fill a portion of the wetlands on the Project site. As a result of these permitting processes, the Project has been modified to increase the area of preserved wetlands and reduce building square footage and building site coverage.

The project sponsor has applied to: (a) extend the life of the tentative map; (b) approve a minor modification of the conditional use permit/design permit for Building E on Lot 4; (c) approve a minor modification of the conditional use permit/design permit for Building G on Lot 5; (d) adopt a development agreement and implementing ordinance to extend the life of the 2018 and 2020 Project approvals to five (5) years in exchange for certain public benefits. (Referred to below as "the proposed 2020 approvals.")

The proposed 2020 approvals will reduce the size of the buildings on Lots 4 and 5. Building E on Lot 4 will be reduced from 67,547 square feet to 52,956 square feet. Building site coverage on Lot 4 will be reduced from 23.04% to 20.75%. Building G on Lot 5 will be reduced from 146,929 square feet to 93,720. Building site coverage on Lot 5 will be reduced from 29.54% to 16.55%

Overall, under the proposed 2020 approvals, the Project square footage will be reduced from 261,541 square feet under the 2018 approvals to 193,741 square feet for a total reduction of 67,800 square feet.

[1] The EIR also evaluated a development option referred to as "Option 2,"which included a gas station, truck refueling, convenience market and quick serve restaurant on a portion of Lot 1. The 2018 approvals did not include Option 2 and it is not included in the 2020 approvals.

Wetland preservation on the site will increase from 1.08 acres under the 2018 approvals to 2.84 acres. Wetland impacts will be reduced from 2.41 acres under the 2018 approvals to 0.66 acres.

3. California Environmental Quality Act (CEQA) Requirements

Under CEQA, when an EIR has been prepared, no subsequent or supplemental EIR shall be required by the lead agency or by any responsible agency unless: (a) substantial changes are proposed in the project or substantial changes occur in the circumstances under which the project is undertaken that will require major revisions of the EIR due to new significant impacts or a substantial increase in the severity of previously identified significant effects; or (b) new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the EIR was certified, shows that the project will have one or more new or substantially more severe significant effects than shown in the EIR, that mitigation measures or alternatives previously found not to be feasible would be feasible and would substantially reduce one or more significant effects of the project but the project proponents decline to adopt the mitigation measure or alternative, or mitigation measures or alternatives which are considerably different from those analyzed in the EIR would substantially reduce one or more significant effects, but the project proponents decline to adopt the mitigation measure or alternative.

The Project changes significantly reduce the size of the Project analyzed in the EIR and increase wetland preservation on the Project site. These proposed Project modifications will reduce the Project impacts identified in the EIR. Thus, the Project changes do not result in new or more severe significant environmental effects than those identified in the EIR. There are no changed circumstances that will result in new or more severe significant environmental effects. None of the requirements for a subsequent or supplemental EIR have been met for the Project.

4. EIR Topics

The Project EIR assessed Project impacts based on 571,808 square feet of warehouse development on five lots. Although the Final EIR reduced the Project to 515,621 square feet, the analysis of Project impacts was not revised in the Final EIR to reflect the reduced square footage and instead continued to rely on the larger square footage from the Draft EIR thereby providing a conservative analysis.

The proposed 2020 approvals will reduce the Project to 193,741 square feet of warehouse development on four lots. This reduction is 378,067 square feet less (66% less) than evaluated in the Draft EIR. Additionally, the proposed 2020 approvals will increase the wetland preservation on the Project site from 1.08 acres to 2.84 acres. Wetland impacts will be reduced from 2.41 acres to 0.66 acres.

The proposed minor modifications to the conditional use permit/design permit approvals for Lots 4 and 5, the extension of the tentative map, and the terms of the proposed Development Agreement will not result in new physical development or impacts.

As demonstrated below, the proposed 2020 approvals will not result in new or increase impacts and are covered by the analysis, impact conclusions, and mitigation measures in the Project EIR.

a. *Aesthetics, Light and Glare*: The Project will be substantially smaller than the development assumed in the EIR. As described above, the Project square footage, site coverage, and size of the overall Project site (removal of the lot on the west side of Devlin Road) will be reduced. Additionally, the Project will increase the area of preserved wetlands by 1.76 acres from 1.08 acres to 2.84 acres. These changes will reduce the less than significant visual impacts. The Project will be subject

to the lighting mitigation measure (AES-3) and this impact will remain less than significant. Thus, the proposed 2020 approvals are within the scope of the Project EIR analysis and conclusions

b. *Air Quality/Greenhouse Gas Emissions*: The analysis and conclusions in the Project EIR were based on development of 571,808 square feet of warehouse uses on the Project site. The significant reduction in Project square footage to 193,741 square feet under the proposed 2020 approvals will reduce both the construction and operational (traffic and on-site uses) emissions identified in the Project EIR. Thus, the proposed 2020 approvals are within the scope of the EIR analysis and conclusions. Additionally, the adopted mitigation measures will continue to apply to the Project.

c. *Biological Resources*: The analysis and conclusions in the Project EIR assumed the Project site would be developed with 571,808 square feet of uses and associated infrastructure, parking and landscaping. The proposed 2020 approvals will reduce the development on Lots 4 and 5, where the existing wetlands are located, in terms of square footage and site coverage. As described above, the proposed 2020 approvals will increase the wetland preservation on the site from 1.08 acres to 2.84 acres. Wetland impacts will be reduced from 2.41 acres to 0.66 acres. The proposed 2020 approvals will reduce the biological impacts identified in the Project EIR. Thus, the proposed 2020 approvals are within the scope of the biological resources impact analysis and conclusions in the Project EIR. Additionally, the adopted mitigation measures will continue to apply to the Project.

d. *Cultural Resources*: The analysis and conclusions in the Project EIR assumed the Project site would be developed with 571,808 square feet of uses and associated infrastructure, parking, and landscaping. The proposed 2020 approvals, which significantly reduce the Project square footage, will reduce the site disturbance on Lots 4 and 5 and otherwise will be constructed on areas of the Project site assumed to be developed. No new or increased excavation or grading will occur. Thus, the proposed 2020 approvals are within the scope of the cultural resources impact analysis and conclusions in the Project EIR. Additionally, the adopted mitigation measures will continue to apply to the Project.

e. *Geology, Soils, and Seismicity*: The analysis and conclusions in the Project EIR assumed the Project site would be developed with 571,808 square feet of uses and associated infrastructure, parking, and landscaping. The proposed 2020 approvals significantly reduce the Project square footage and reduce the building site coverage on Lots 4 and 5. All construction activities will occur on areas of the Project site assumed to be developed. No new, increased, or different excavation, grading or construction activities or techniques will occur in connection with the construction of the Project. Thus, the proposed 2020 approvals are within the scope of the geology, soils and seismicity impact analysis and conclusions in the Project EIR. Additionally, the adopted mitigation measures will continue to apply to the Project.

f. *Hazards and Hazardous Materials*: The analysis and conclusions in the Project EIR assumed the Project site would be developed with 571,808 square feet of uses and associated infrastructure, parking, and landscaping. The proposed 2020 approvals, which reduce the Project square footage and the site coverage on Lots 4 and 5, will be constructed on an areas of the Project site assumed to be developed. No new, increased, or different excavation, grading or construction activities will occur in connection with construction of the Project. The Project uses remain the same as the uses evaluated in the Project EIR and approved in the 2018 approvals. Thus, the proposed 2020 approvals are within the scope of the hazards and hazardous materials impact analysis and conclusions in the Project EIR. Additionally, the adopted mitigation measures will continue to apply to the Project.

g. *Hydrology and Water Quality*: The analysis and conclusions in the Project EIR assumed the Project site would be developed with 571,808 square feet of uses and associated infrastructure, parking, and landscaping. The proposed 2020 approvals will be constructed on areas of the Project site assumed to be developed. The reduced development and reduced site coverage on Lots 4 and 5 will reduce potential hydrology and water quality impacts. The proposed 2020 approvals will be subject to the requirements identified in the Project EIR for construction and post-construction drainage and water quality protection. Thus, the proposed 2020 approvals are within the scope of the hydrology and water quality impact analysis and conclusions in the Project EIR. Additionally, the adopted mitigation measures will continue to apply to the Project.

h. *Land Use and Plans*: The analysis and conclusions in the Project EIR assumed the Project site would be developed with 571,808 square feet of uses and associated infrastructure, parking, and landscaping. The proposed 2020 approvals will be consistent with the land uses analyzed in the Project EIR and allowed by the 2018 approvals. No new or different uses are proposed. Thus, the proposed 2020 approvals are within the scope of the land use and plans impact analysis and conclusions in the Project EIR. Additionally, the adopted mitigation measure will continue to apply to the Project.

i. *Noise*: The analysis and conclusions in the Project EIR assumed the Project site would be developed with 571,808 square feet of uses and associated infrastructure, parking, and landscaping. Construction and operation of the proposed 2020 approvals will have the same types of noise impacts as analyzed in the Project EIR, but those impacts will be reduced given the reduction in square footage and removal of one lot from the Project site. No new or different construction equipment or activities will be required for the construction and operation of the Project under the proposed 2020 approvals. Additionally, the smaller Project will generate reduced operational noise and reduced noise from traffic due to the reduction in vehicle trips. Thus, the proposed 2020 approvals are within the scope of the noise impact analysis and conclusions in the Project EIR. Additionally, the adopted mitigation measures will continue to apply to the Project.

j. *Public Services and Utilities*: The analysis and conclusions in the Project EIR assumed the Project site would be developed with 571,808 square feet of uses and associated infrastructure, parking, and landscaping. The proposed 2020 approvals, which reduce the Project square footage to 193,741 (a 66% reduction), will reduce demand for fire and police services and result in reduced wastewater generation, water use, and solid waste generation. Thus, the proposed 2020 approvals are within the scope of the public services and utilities impact analysis and conclusions in the Project EIR. Additionally, the adopted mitigation measures will continue to apply to the Project.

k. *Transportation*: The analysis and conclusions in the Project EIR assumed the Project site would be developed with 571,808 square feet of uses and associated infrastructure, parking, and landscaping. The proposed 2020 approvals, which reduce the Project square footage to 193,741, will significantly reduce the Project's trip generation.

The Project EIR determined that the proposed 571,808 square feet of warehouse development would generate 2,212 daily trips, with 215 trips in the AM peak hour and 182 trips in the PM peak hour. (Draft EIR, Table 3.11-7: *Project Trip Generation Summary*, p. 3.11-32.) The Project EIR impact conclusions and mitigation measures are based on the impact assessment using these trip generation numbers.

Fehr and Peers, the EIR transportation consultant, has determined that the proposed 2020 approvals will generate 871 daily trips, which is 1,341 fewer daily trips (60% decrease) than projected and analyzed

in the Project EIR. The proposed 2020 approvals will generate 119 AM peak hour trips, which is 96 fewer trips (45% decrease) than projected and analyzed in the Project EIR. The proposed 2020 approvals will generate 91 trips in the PM peak hour, which is 91 fewer trips (50% decrease) than projected and analyzed in the Project EIR. (*Napa Airport Center Project – Trip Generation Update* Memorandum from Bob Grandy, Fehr and Peers to Tim Schaedler, Panattoni Development Company, dated May 27, 2020.)

Fehr and Peers also compared the trip generation of the 2018 approvals to the proposed 2020 approvals. The proposed 2020 approvals will generate 256 fewer daily trips than the 2018 approvals (1,127 trips for the 2018 approvals compared to 871 trips for the proposed 2020 approvals). The AM and PM peak hour trips also will be reduced with the proposed 2020 approvals in comparison to the 2018 approvals. The AM peak hour trips will be reduced from 140 trips to 119 trips. The PM peak hour trips will be reduced form 110 trips to 91 trips. (*Napa Airport Center Project – Trip Generation Update* Memorandum from Bob Grandy, Fehr and Peers to Tim Schaedler, Panattoni Development Company, dated May 27, 2020.)

The Project EIR identified the Project's contribution to the cumulative traffic impacts on SR 29 and at other locations. With the daily trip generation reduced by 60% under the proposed 2020 approvals, the Project's contribution to these impacts will be reduced. The City has also received a design permit application from the project sponsor of the Napa Logistics Phase 2 Project (a nearby project considered in the cumulative impact scenario in the Project EIR), which will reduce the approved development of 2,271,000 square feet by approximately 1,000,000 square feet. The reduced development associated with the Project and the Napa Logistics Phase 2 Project will collectively reduce the expected traffic generation from the airport industrial area of American Canyon on SR 29 and other roadways in the area of these projects.

Since certification of the Project EIR, the City has certified two other major EIRs: Watson Ranch Specific Plan EIR (WRSP EIR) and the Broadway District Specific Plan EIR (BDSP EIR). These two EIRs also evaluate the cumulative traffic impacts in American Canyon, including cumulative traffic impacts on SR 29.

The BDSP EIR uses a methodology for evaluating cumulative impacts on SR 29 that relies on tiering from the American Canyon General Plan Circulation Element EIR and references four roadway segments, including two roadway segments of SR 29 (SR 29 north of Kelly Road to north of American Canyon Road and SR 29 south of American Canyon Road). The BDSP EIR found significant cumulative impacts on both roadway segments of SR 29.

The WRSP EIR evaluates a mixed use (residential/commercial) project located east of Highway 29. Trip distribution patterns from the WRSP project will be different from the trip distribution for the Napa Airport Corporate Center Project. Consequently, the traffic study for the WRSP EIR evaluated an overlapping, but different, set of intersections than the Project EIR. Generally, both EIRs found the respective projects contribute to significant cumulative impacts at numerous intersections along SR 29 consistent with the trip distribution for each project.

The WRSP Final EIR included a comprehensive explanation of the cumulative traffic forecasts along SR 29 in and near American Canyon and the plans for local, regional, and state improvements to SR 29. Cumulative traffic includes American Canyon trips from existing and foreseeable development and trips from regional through traffic. This explanation describes the City's efforts to implement improvements within its jurisdiction to improve traffic flow on SR 29, including the implementation of the Devlin Road extensions and the Newell Drive extension, which will provide parallel roadway capacity west (Devlin

Road) and east (Newell Road) of SR 29. Additionally, the BDSP will extend Main Street from Rio Del Mar to Donaldson Way on the east side of SR 29. (WRSP Final EIR, Chapter 10, pp. 10-1-10-8, which are incorporated herein by reference.)

Consistent with the WRSP EIR, the American Canyon General Plan Circulation Element EIR, and the BDSP EIR, the Project EIR acknowledges the significant cumulative impacts along SR 29, the Project's contribution to those impacts, and the local, regional, and state plans for improvements. The mitigation measures identified in the Project EIR remain applicable to the Project.

5. COVID-19

On March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency to exist in California as a result of the threat of the COVID-19. Governor Newsom and other state and local agencies have issued various orders, directives, and policies to address the COVID-19 pandemic and the health, safety and welfare of California residents, including a stay at home mandate and provisions intended to provide for the continued delivery of necessary goods and services.

Executive Order N-33-20, which includes the stay at home mandate, provided that residents working in 13 critical infrastructure sectors identified by the federal government may continue working, because of the importance of these sectors to California's health and well-being. The State Public Health Officer has identified the following sectors as essential critical infrastructure with essential workers who should continue reporting to work as normal: communications and information technology; chemical; critical manufacturing; defense industrial base; emergency services; energy; financial services; food and agriculture; hazardous materials; healthcare/public health; community-based government operations and essential functions; transportation and logistics; and water and wastewater. These sectors have been identified as critical infrastructure to allow state, local, tribal, and industry partners to work to protect communities and ensure continuity of functions critical to public health and safety as well as economic and national security.

Under this Order, local governments, including the City of American Canyon and Napa County, have continued to provide critical functions and services to the public. Many critical workers are allowed to continue working under the Order. These functions and services include, among others, law enforcement, fire protection, public safety, emergency management, emergency medical technicians, public works, health care, and transportation. Additionally, local government agencies have emergency plans that provide appropriate procedures and actions to implement during emergency situations such as the COVID-19 pandemic. These plans address many of the concerns associated with the consequences of the pandemic, such as the continued provision of emergency and essential services.

Private sector businesses also continue to provide critical infrastructure functions and services such as food and transportation among many others. Firms that enable logistics operations, including cooling storage, packaging and distributing products for wholesale or retail sale or use are identified as essential. Roadways are considered part of the essential transportation system sector.

The COVID-19 pandemic and the stay in place Order and other orders and policies have resulted in certain social and economic impacts. Whether these social and economic impacts will result in any significant, adverse physical environmental impacts has not been documented and it would be speculative to make such determinations as there is no valid, reliable evidence available to the City at this time. A number of federal, state, and local programs (e.g., state unemployment, expansion of

workers covered by the unemployment program, the federal supplement for unemployment benefits, the CARE Act, pandemic relief for migrant workers, and various locally-enacted residential and commercial rent relief) are available to assist individuals and businesses with funding to offset the economic impacts of the stay at home mandate.

Certain physical impacts resulting from the stay at home Order have been beneficial, including a substantial reduction in traffic and related impacts such as noise reduction and vehicle air quality and greenhouse gas emission reductions. Additionally, the continued provision of critical infrastructure functions and services, including emergency services, ensure that no significant adverse impacts would occur from the COVID-19 pandemic with respect to public services, safety, or utilities. The COVID-19 pandemic and stay at home Order would not adversely affect resources related to geology, hydrology, hazards, cultural resources, aesthetics, land use, biology, energy, and other topics, because the pandemic has not necessitated significant construction activities.

In May, the state and local jurisdictions have been implementing phased reopening plans for certain employment and recreation sectors subject to implementation of appropriate protocols to reduce the potential for spreading the virus. It is expected that a COVID-19 vaccine will be available in the foreseeable future. Buildout of the Project and full occupancy of the site is not expected until after the current state of emergency has expired.

If construction is initiated prior to the availability of a COVID-19 vaccine, construction activities would be subject to various safety measures necessary to reduce the potential for the spread of the virus. These measures will be addressed in a project construction site safety plan and could include, among other measures, social distancing requirements, masks for all workers, daily worker screening for potential symptoms, disinfecting protocols for all shared surfaces, avoidance of tool sharing, and provision of sufficient hand sanitizer for all workers.

Therefore, the COVID-19 pandemic will not result in new significant impacts or substantial increases in previously identified significant impacts associated with the Project. No new or revised mitigation measures are required as a result of the COVID-19 pandemic. Thus, no revisions in the Project EIR are required.

6. Conclusion

The proposed 2020 approvals are within the scope of the Project EIR because the construction and operation of the proposed buildings were part of the development analyzed in the Project EIR and because the Project square footage will be substantially reduced (66% reduction) from the square footage analyzed in the EIR. Thus, the Project will result in reduced impacts in comparison to the impacts identified in the Project EIR. The Project remains subject to the applicable conditions of approval associated with the 2018 approvals and the requirements of the Mitigation Monitoring and Reporting Program. Based on the information presented in this memorandum, no further environmental review is required.

2020 NACC DEVELOPMENT AGREEMENT

ORDINANCE NO. 2020-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT FOR THE NAPA AIRPORT CORPORATE CENTER PROJECT APPROVALS TO EXTEND THE TIME PERIOD FOR ACTING ON THE APPROVALS FOR FIVE YEARS FOR THE PROJECT LOCATED AT THE CORNER OF SOUTH KELLY ROAD AND STATE ROUTE 29, WITHIN THE BOUNDARIES OF THE NAPA AIRPORT INDUSTRIAL AREA SPECIFIC PLAN (APN 057-090-086)

WHEREAS, the Development Agreement Law (Gov. Code § 65864 et seq.) authorizes the City of American Canyon ("City") to enter into agreements for the development of real property with any party having a legal or equitable interest in such property to establish certain development rights in such property for their mutual benefit in a manner not otherwise available to the contracting parties. Such agreements can assure property owners that they may proceed with projects as approved by the City and that those approvals will not be modified (consistent with the legal principles of vesting) during the period covered by said agreements. The City is equally assured that elements of the project with peculiar and specific public interests are achieved and that its local land use policies are advanced; and

WHEREAS, the City has enacted Municipal Code Title 19, Chapter 19.47 to implement Government Code section 65865(c), establishing the procedures and requirements for the consideration of development agreements to carry out the City's planning policies; and

WHEREAS, Napa Airport Corporate Center I, LLC, has submitted an application for a Development Agreement to extend the term of the approved Napa Airport Corporate Center ("NACC") Project Approvals consisting of: 1) a Tentative Subdivision Map for subdivision of the Property into five lots, including public road rights-of-way; and, 2) Conditional Use Permits and Design Permits approving a Conditional Use Permit for Buildings A and B on Lots 1 and 2; a Conditional Use Permit and Design Permit for Building E on Lot 4; a Conditional Use Permit and Design Permit for Building G on Lot 5); and, 3) modifications of the Conditional Use Permit/Design Permit for Building E on Lot 4 and Building G on Lot 5, which would increase the area of preserved wetlands on Lot 4 and Lot 5, reduce the square footage and building site coverage of Building E and Building G, adjust parking and loading consistent with the revised buildings and reduce overall development on the Property from approximately 261,541 square feet to approximately 193,741 square feet (collectively, the "Project Approvals"); and

WHEREAS, the Project Approvals will expire prior to the time when the Project Sponsor could initiate construction of the Project based on the need to obtain permits from the Regional Water Quality Control Board and the U.S. Army Corps of Engineers prior to obtaining City construction permits; and

WHEREAS, the Development Agreement would extend the Project Approvals for 5 years under the Development Agreement; and

WHEREAS, on July 31, 2018, the City Council conducted a duly noticed public hearing to evaluate the NACC Project and consider certification of the NACC Project Final Environmental Impact Report ("Final EIR"; State Clearinghouse No. 2014122005) and heard all public speakers and considered written materials in the record, including the staff report, and oral testimony given at the hearing; and

WHEREAS, on July 31, 2018 the City Council certified the Final EIR as adequate to address environmental impacts associated with the NACC Project, pursuant to the requirements of the California Environmental Quality Act ("CEQA"; Pub. Res. Code Sections 21000, *et seq.*) and the CEQA Guidelines (Cal. Code Regs,

Title 14, Section 15000, *et seq.*), adopted a Statement of Overriding Considerations for the project, and adopted the Mitigation Monitoring and Reporting Program, based on all of the evidence in the record and presented at the hearing, as set forth in City Council Resolution 2018-85; and approved the Project Approvals by adopting City Council Resolutions 2018-86, 2018-87, 2018-88, and 2018-89; and

WHEREAS, the City caused the 2020 Addendum to the Napa Airport Corporate Center Project Final EIR (the "Addendum"), included and incorporated by reference in this Ordinance as Exhibit A, to evaluate the reduced project square footage, expansion of the preserved wetlands on the project site, and whether approval of the Development Agreement had the potential to present any significantly increased or new impacts over the project impacts evaluated and identified in the Final EIR or whether there was any new information of substantial importance, which was not known and could not have been known at the time the Final EIR was certified as complete, that would require additional environmental review pursuant to Public Resources Code Section 21166 and the CEQA Guidelines Sections 15162-15164; and

WHEREAS, on June 25, 2020, the Planning Commission conducted a duly noticed public hearing on the proposed Development Agreement and heard all public speakers and considered all material in the record including written materials, the staff report, and oral testimony given at the meeting; and

WHEREAS, on June 25, 2020, the Planning Commission unanimously adopted Resolution No. 2020-07 recommending that the City Council determine the Final EIR and Addendum provide the necessary environmental review as required by CEQA and the CEQA Guidelines for the proposed Development Agreement and approve the Development Agreement, included as Exhibit B to this Ordinance; and

WHEREAS, the City Council heard all public speakers and considered all material in the record including written materials, the staff report, and oral testimony given at a duly noticed public hearing on July 21, 2020 as well as the findings and recommendations of the City Planning Commission; and

WHEREAS, the City Council has heard all public speakers and considered all material in the record including written materials, the staff report, and oral testimony presented at the public hearing on July 21, 2020, in addition to hearing all public speakers and considering all material in the record including written materials, the staff report, and oral testimony presented on August 4, 2020, as well as the findings and recommendations of the City Planning Commission.

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

SECTION 1: This Ordinance incorporates by this reference, the Development Agreement attached hereto as Exhibit B.

SECTION 2: This Ordinance is adopted under the authority of the Development Agreement Law (Gov. Code § 65864 et seq.) and the City Development Agreement Standards (American Canyon Municipal Code Title 19, Chapter 19.47).

SECTION 3: The City Council makes the following Findings to Approve the Development Agreement in accordance with American Canyon Municipal Code Section 19.47.080:

A. **The proposal for which the Development Agreement is requested conforms with the maps and policies of the general plan and any applicable specific, community, or area plans because:**

When approving the Project Approvals in 2018, the City Council found the NACC Project consistent with the City's General Plan and the Napa County Napa Valley Business Park Specific Plan, which applies to the subject property. The Development Agreement will not change the project as it was approved in 2018 subject to the minor modifications approved in Exhibits G and H attached to the Development Agreement. The Development Agreement extends the time period within which the Project Approvals may be exercised and will revise the timing requirement for dedications/easements for certain rights-of-way required to implement the widening of South Kelly Road and related intersections improvements at South Kelly and SR-29 and South Kelly and Devlin Road.

B. **The proposal for which the development agreement is requested complies with the requirements of California Government Code Sections 65865 through 65869.5, and any other applicable state law, because:**

The property that will be subject to the Development Agreement is located within the municipal boundaries of the City; and the Development Agreement will be between the City and the owner of the property;

C. **The proposal for which the development agreement is requested is consistent with the zoning ordinance and all applicable codes and ordinances because:**

When approving the Project Approvals in 2018 and as set forth in the City Council Project Approval Resolutions 2018-86, 2018-87, 2018-88, and 2018-89, the City Council found the NACC project consistent with the Zoning Ordinance; the other goals and purposes for which Municipal Code Title 19, Chapter 19.47 was enacted by the City and the City's other applicable codes and ordinances.

D. **The proposal for which the Development Agreement is requested will not be detrimental to or cause adverse effects on adjacent property owners, residents, or the general public because:**

The City Council made findings when approving the Project Approvals that the proposed development would not be detrimental to or cause adverse effects on adjacent property owners, residents, or the general public, and the extension of time within which the property owner may exercise the Project Approvals will not cause adverse effects.

E. **The proposal for which the Development Agreement is requested provides clear and substantial benefit to the residents of the city because:**

Approval of the proposed Development Agreement will extend the Project Approvals for five years. The extension will eliminate uncertainty in the City's land use planning for the project site and its vicinity, and will provide for orderly growth and development consistent with the City's General Plan, the Napa County Napa Valley Business Park Specific Plan and other policies and programs; will provide critical public benefits; and will otherwise achieve the goals and purposes for which Municipal Code Title 19, Chapter 19.47 was enacted by the City.

SECTION 4: The City Council finds that the Final EIR certified by City Council Resolution 2018-85 and the Addendum, incorporated by this reference, provide the necessary environmental review as required by CEQA and the CEQA Guidelines for the proposed Development Agreement.

SECTION 5: The City Council approves the Development Agreement included as Exhibit B to this Ordinance and authorizes the City Manager to finalize and execute the Agreement.

SECTION 6: The City Manager is hereby authorized and directed to perform all acts authorized to be performed by the City Manager in the administration of the Development Agreement pursuant to the terms of the Development Agreement.

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 21st day of July, 2020, by the following vote:

AYES: Council Members Aboudamous, Joseph, Leary, Vice Mayor Oro, and Mayor Garcia

NOES: None

ABSTAIN: None

ABSENT: None

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 4th day of August, 2020, by the following vote:

AYES: Council Members Aboudamous, Joseph, Leary, and Mayor Garcia

NOES: None

ABSTAIN: None

ABSENT: Vice Mayor Oro

Leon Garcia

Leon Garcia, Mayor

ATTEST:

Suellen Johnston

Suellen Johnston, CMC, City Clerk

APPROVED AS TO FORM:

William D. Ross, City Attorney

EXHIBIT A - 2020 Addendum to the Napa Airport Corporate Center Project Final EIR

EXHIBIT B – Draft NACC Development Agreement

ATTACHMENT 1 EXHIBIT A

Addendum Napa Airport Corporate Center Project Final EIR
2020 Proposed Minor Modifications and Development Agreement

1. Background – 2018 Approvals

On July 31, 2018, the City Council certified the Final EIR for the Napa Airport Corporate Center Project and adopted a Mitigation Monitoring and Reporting Program for the Project. (City Council Resolution 2018-85). The Draft EIR evaluated a Project consisting of 571,808 square feet of warehouse space. In the Final EIR, the proposed development was reduced to 515,621 square feet. [1]

At the time of the 2018 Project approvals, the lot west of Devlin Road, which was proposed for a 254,080 building, had been sold to a third party and removed from the Project. On July 31, 2018, the City Council approved 261,541 square feet of warehouse development on four lots (Lots 1, 2, 4 and 5) located east of Devlin Road.

The 2018 approvals included: (a) the tentative subdivision map; (b) the conditional use permit for Buildings A and B on Lots 1 and 2; (c) the conditional use permit and design permit for Building E on Lot 4; and (d) the conditional use permit and design permit for Building G on Lot 5. (Referred to below as "the 2018 approvals.")

2. 2020 Approvals

Following the 2018 City approval, the project sponsor has been working to obtain approvals from the Regional Water Quality Board and the U.S. Army Corps of Engineers for the permits necessary to fill a portion of the wetlands on the Project site. As a result of these permitting processes, the Project has been modified to increase the area of preserved wetlands and reduce building square footage and building site coverage.

The project sponsor has applied to: (a) extend the life of the tentative map; (b) approve a minor modification of the conditional use permit/design permit for Building E on Lot 4; (c) approve a minor modification of the conditional use permit/design permit for Building G on Lot 5; (d) adopt a development agreement and implementing ordinance to extend the life of the 2018 and 2020 Project approvals to five (5) years in exchange for certain public benefits. (Referred to below as "the proposed 2020 approvals.")

The proposed 2020 approvals will reduce the size of the buildings on Lots 4 and 5. Building E on Lot 4 will be reduced from 67,547 square feet to 52,956 square feet. Building site coverage on Lot 4 will be reduced from 23.04% to 20.75%. Building G on Lot 5 will be reduced from 146,929 square feet to 93,720. Building site coverage on Lot 5 will be reduced from 29.54% to 16.55%

Overall, under the proposed 2020 approvals, the Project square footage will be reduced from 261,541 square feet under the 2018 approvals to 193,741 square feet for a total reduction of 67,800 square feet.

---

[1] The EIR also evaluated a development option referred to as "Option 2,"which included a gas station, truck refueling, convenience market and quick serve restaurant on a portion of Lot 1. The 2018 approvals did not include Option 2 and it is not included in the 2020 approvals.

Wetland preservation on the site will increase from 1.08 acres under the 2018 approvals to 2.84 acres. Wetland impacts will be reduced from 2.41 acres under the 2018 approvals to 0.66 acres.

3. California Environmental Quality Act (CEQA) Requirements

Under CEQA, when an EIR has been prepared, no subsequent or supplemental EIR shall be required by the lead agency or by any responsible agency unless: (a) substantial changes are proposed in the project or substantial changes occur in the circumstances under which the project is undertaken that will require major revisions of the EIR due to new significant impacts or a substantial increase in the severity of previously identified significant effects; or (b) new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the EIR was certified, shows that the project will have one or more new or substantially more severe significant effects than shown in the EIR, that mitigation measures or alternatives previously found not to be feasible would be feasible and would substantially reduce one or more significant effects of the project but the project proponents decline to adopt the mitigation measure or alternative, or mitigation measures or alternatives which are considerably different from those analyzed in the EIR would substantially reduce one or more significant effects, but the project proponents decline to adopt the mitigation measure or alternative.

The Project changes significantly reduce the size of the Project analyzed in the EIR and increase wetland preservation on the Project site. These proposed Project modifications will reduce the Project impacts identified in the EIR. Thus, the Project changes do not result in new or more severe significant environmental effects than those identified in the EIR. There are no changed circumstances that will result in new or more severe significant environmental effects. None of the requirements for a subsequent or supplemental EIR have been met for the Project.

4. EIR Topics

The Project EIR assessed Project impacts based on 571,808 square feet of warehouse development on five lots. Although the Final EIR reduced the Project to 515,621 square feet, the analysis of Project impacts was not revised in the Final EIR to reflect the reduced square footage and instead continued to rely on the larger square footage from the Draft EIR thereby providing a conservative analysis.

The proposed 2020 approvals will reduce the Project to 193,741 square feet of warehouse development on four lots. This reduction is 378,067 square feet less (66% less) than evaluated in the Draft EIR. Additionally, the proposed 2020 approvals will increase the wetland preservation on the Project site from 1.08 acres to 2.84 acres. Wetland impacts will be reduced from 2.41 acres to 0.66 acres.

The proposed minor modifications to the conditional use permit/design permit approvals for Lots 4 and 5, the extension of the tentative map, and the terms of the proposed Development Agreement will not result in new physical development or impacts.

As demonstrated below, the proposed 2020 approvals will not result in new or increase impacts and are covered by the analysis, impact conclusions, and mitigation measures in the Project EIR.

a. *Aesthetics, Light and Glare*: The Project will be substantially smaller than the development assumed in the EIR. As described above, the Project square footage, site coverage, and size of the overall Project site (removal of the lot on the west side of Devlin Road) will be reduced. Additionally, the Project will increase the area of preserved wetlands by 1.76 acres from 1.08 acres to 2.84 acres. These changes will reduce the less than significant visual impacts. The Project will be subject

to the lighting mitigation measure (AES-3) and this impact will remain less than significant. Thus, the proposed 2020 approvals are within the scope of the Project EIR analysis and conclusions

b. *Air Quality/Greenhouse Gas Emissions*: The analysis and conclusions in the Project EIR were based on development of 571,808 square feet of warehouse uses on the Project site. The significant reduction in Project square footage to 193,741 square feet under the proposed 2020 approvals will reduce both the construction and operational (traffic and on-site uses) emissions identified in the Project EIR. Thus, the proposed 2020 approvals are within the scope of the EIR analysis and conclusions. Additionally, the adopted mitigation measures will continue to apply to the Project.

c. *Biological Resources*: The analysis and conclusions in the Project EIR assumed the Project site would be developed with 571,808 square feet of uses and associated infrastructure, parking and landscaping. The proposed 2020 approvals will reduce the development on Lots 4 and 5, where the existing wetlands are located, in terms of square footage and site coverage. As described above, the proposed 2020 approvals will increase the wetland preservation on the site from 1.08 acres to 2.84 acres. Wetland impacts will be reduced from 2.41 acres to 0.66 acres. The proposed 2020 approvals will reduce the biological impacts identified in the Project EIR. Thus, the proposed 2020 approvals are within the scope of the biological resources impact analysis and conclusions in the Project EIR. Additionally, the adopted mitigation measures will continue to apply to the Project.

d. *Cultural Resources*: The analysis and conclusions in the Project EIR assumed the Project site would be developed with 571,808 square feet of uses and associated infrastructure, parking, and landscaping. The proposed 2020 approvals, which significantly reduce the Project square footage, will reduce the site disturbance on Lots 4 and 5 and otherwise will be constructed on areas of the Project site assumed to be developed. No new or increased excavation or grading will occur. Thus, the proposed 2020 approvals are within the scope of the cultural resources impact analysis and conclusions in the Project EIR. Additionally, the adopted mitigation measures will continue to apply to the Project.

e. *Geology, Soils, and Seismicity*: The analysis and conclusions in the Project EIR assumed the Project site would be developed with 571,808 square feet of uses and associated infrastructure, parking, and landscaping. The proposed 2020 approvals significantly reduce the Project square footage and reduce the building site coverage on Lots 4 and 5. All construction activities will occur on areas of the Project site assumed to be developed. No new, increased, or different excavation, grading or construction activities or techniques will occur in connection with the construction of the Project. Thus, the proposed 2020 approvals are within the scope of the geology, soils and seismicity impact analysis and conclusions in the Project EIR. Additionally, the adopted mitigation measures will continue to apply to the Project.

f. *Hazards and Hazardous Materials*: The analysis and conclusions in the Project EIR assumed the Project site would be developed with 571,808 square feet of uses and associated infrastructure, parking, and landscaping. The proposed 2020 approvals, which reduce the Project square footage and the site coverage on Lots 4 and 5, will be constructed on an areas of the Project site assumed to be developed. No new, increased, or different excavation, grading or construction activities will occur in connection with construction of the Project. The Project uses remain the same as the uses evaluated in the Project EIR and approved in the 2018 approvals. Thus, the proposed 2020 approvals are within the scope of the hazards and hazardous materials impact analysis and conclusions in the Project EIR. Additionally, the adopted mitigation measures will continue to apply to the Project.

g. *Hydrology and Water Quality*: The analysis and conclusions in the Project EIR assumed the Project site would be developed with 571,808 square feet of uses and associated infrastructure, parking, and landscaping. The proposed 2020 approvals will be constructed on areas of the Project site assumed to be developed. The reduced development and reduced site coverage on Lots 4 and 5 will reduce potential hydrology and water quality impacts. The proposed 2020 approvals will be subject to the requirements identified in the Project EIR for construction and post-construction drainage and water quality protection. Thus, the proposed 2020 approvals are within the scope of the hydrology and water quality impact analysis and conclusions in the Project EIR. Additionally, the adopted mitigation measures will continue to apply to the Project.

h. *Land Use and Plans*: The analysis and conclusions in the Project EIR assumed the Project site would be developed with 571,808 square feet of uses and associated infrastructure, parking, and landscaping. The proposed 2020 approvals will be consistent with the land uses analyzed in the Project EIR and allowed by the 2018 approvals. No new or different uses are proposed. Thus, the proposed 2020 approvals are within the scope of the land use and plans impact analysis and conclusions in the Project EIR. Additionally, the adopted mitigation measure will continue to apply to the Project.

i. *Noise*: The analysis and conclusions in the Project EIR assumed the Project site would be developed with 571,808 square feet of uses and associated infrastructure, parking, and landscaping. Construction and operation of the proposed 2020 approvals will have the same types of noise impacts as analyzed in the Project EIR, but those impacts will be reduced given the reduction in square footage and removal of one lot from the Project site. No new or different construction equipment or activities will be required for the construction and operation of the Project under the proposed 2020 approvals. Additionally, the smaller Project will generate reduced operational noise and reduced noise from traffic due to the reduction in vehicle trips. Thus, the proposed 2020 approvals are within the scope of the noise impact analysis and conclusions in the Project EIR. Additionally, the adopted mitigation measures will continue to apply to the Project.

j. *Public Services and Utilities*: The analysis and conclusions in the Project EIR assumed the Project site would be developed with 571,808 square feet of uses and associated infrastructure, parking, and landscaping. The proposed 2020 approvals, which reduce the Project square footage to 193,741 (a 66% reduction), will reduce demand for fire and police services and result in reduced wastewater generation, water use, and solid waste generation. Thus, the proposed 2020 approvals are within the scope of the public services and utilities impact analysis and conclusions in the Project EIR. Additionally, the adopted mitigation measures will continue to apply to the Project.

k. *Transportation*: The analysis and conclusions in the Project EIR assumed the Project site would be developed with 571,808 square feet of uses and associated infrastructure, parking, and landscaping. The proposed 2020 approvals, which reduce the Project square footage to 193,741, will significantly reduce the Project's trip generation.

The Project EIR determined that the proposed 571,808 square feet of warehouse development would generate 2,212 daily trips, with 215 trips in the AM peak hour and 182 trips in the PM peak hour. (Draft EIR, Table 3.11-7: *Project Trip Generation Summary*, p. 3.11-32.) The Project EIR impact conclusions and mitigation measures are based on the impact assessment using these trip generation numbers.

Fehr and Peers, the EIR transportation consultant, has determined that the proposed 2020 approvals will generate 871 daily trips, which is 1,341 fewer daily trips (60% decrease) than projected and analyzed

in the Project EIR. The proposed 2020 approvals will generate 119 AM peak hour trips, which is 96 fewer trips (45% decrease) than projected and analyzed in the Project EIR. The proposed 2020 approvals will generate 91 trips in the PM peak hour, which is 91 fewer trips (50% decrease) than projected and analyzed in the Project EIR. (*Napa Airport Center Project – Trip Generation Update* Memorandum from Bob Grandy, Fehr and Peers to Tim Schaedler, Panattoni Development Company, dated May 27, 2020.)

Fehr and Peers also compared the trip generation of the 2018 approvals to the proposed 2020 approvals. The proposed 2020 approvals will generate 256 fewer daily trips than the 2018 approvals (1,127 trips for the 2018 approvals compared to 871 trips for the proposed 2020 approvals). The AM and PM peak hour trips also will be reduced with the proposed 2020 approvals in comparison to the 2018 approvals. The AM peak hour trips will be reduced from 140 trips to 119 trips. The PM peak hour trips will be reduced form 110 trips to 91 trips. (*Napa Airport Center Project – Trip Generation Update* Memorandum from Bob Grandy, Fehr and Peers to Tim Schaedler, Panattoni Development Company, dated May 27, 2020.)

The Project EIR identified the Project's contribution to the cumulative traffic impacts on SR 29 and at other locations. With the daily trip generation reduced by 60% under the proposed 2020 approvals, the Project's contribution to these impacts will be reduced. The City has also received a design permit application from the project sponsor of the Napa Logistics Phase 2 Project (a nearby project considered in the cumulative impact scenario in the Project EIR), which will reduce the approved development of 2,271,000 square feet by approximately 1,000,000 square feet. The reduced development associated with the Project and the Napa Logistics Phase 2 Project will collectively reduce the expected traffic generation from the airport industrial area of American Canyon on SR 29 and other roadways in the area of these projects.

Since certification of the Project EIR, the City has certified two other major EIRs: Watson Ranch Specific Plan EIR (WRSP EIR) and the Broadway District Specific Plan EIR (BDSP EIR). These two EIRs also evaluate the cumulative traffic impacts in American Canyon, including cumulative traffic impacts on SR 29.

The BDSP EIR uses a methodology for evaluating cumulative impacts on SR 29 that relies on tiering from the American Canyon General Plan Circulation Element EIR and references four roadway segments, including two roadway segments of SR 29 (SR 29 north of Kelly Road to north of American Canyon Road and SR 29 south of American Canyon Road). The BDSP EIR found significant cumulative impacts on both roadway segments of SR 29.

The WRSP EIR evaluates a mixed use (residential/commercial) project located east of Highway 29. Trip distribution patterns from the WRSP project will be different from the trip distribution for the Napa Airport Corporate Center Project. Consequently, the traffic study for the WRSP EIR evaluated an overlapping, but different, set of intersections than the Project EIR. Generally, both EIRs found the respective projects contribute to significant cumulative impacts at numerous intersections along SR 29 consistent with the trip distribution for each project.

The WRSP Final EIR included a comprehensive explanation of the cumulative traffic forecasts along SR 29 in and near American Canyon and the plans for local, regional, and state improvements to SR 29. Cumulative traffic includes American Canyon trips from existing and foreseeable development and trips from regional through traffic. This explanation describes the City's efforts to implement improvements within its jurisdiction to improve traffic flow on SR 29, including the implementation of the Devlin Road extensions and the Newell Drive extension, which will provide parallel roadway capacity west (Devlin

Road) and east (Newell Road) of SR 29. Additionally, the BDSP will extend Main Street from Rio Del Mar to Donaldson Way on the east side of SR 29. (WRSP Final EIR, Chapter 10, pp. 10-1-10-8, which are incorporated herein by reference.)

Consistent with the WRSP EIR, the American Canyon General Plan Circulation Element EIR, and the BDSP EIR, the Project EIR acknowledges the significant cumulative impacts along SR 29, the Project's contribution to those impacts, and the local, regional, and state plans for improvements. The mitigation measures identified in the Project EIR remain applicable to the Project.

5. COVID-19

On March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency to exist in California as a result of the threat of the COVID-19. Governor Newsom and other state and local agencies have issued various orders, directives, and policies to address the COVID-19 pandemic and the health, safety and welfare of California residents, including a stay at home mandate and provisions intended to provide for the continued delivery of necessary goods and services.

Executive Order N-33-20, which includes the stay at home mandate, provided that residents working in 13 critical infrastructure sectors identified by the federal government may continue working, because of the importance of these sectors to California's health and well-being. The State Public Health Officer has identified the following sectors as essential critical infrastructure with essential workers who should continue reporting to work as normal: communications and information technology; chemical; critical manufacturing; defense industrial base; emergency services; energy; financial services; food and agriculture; hazardous materials; healthcare/public health; community-based government operations and essential functions; transportation and logistics; and water and wastewater. These sectors have been identified as critical infrastructure to allow state, local, tribal, and industry partners to work to protect communities and ensure continuity of functions critical to public health and safety as well as economic and national security.

Under this Order, local governments, including the City of American Canyon and Napa County, have continued to provide critical functions and services to the public. Many critical workers are allowed to continue working under the Order. These functions and services include, among others, law enforcement, fire protection, public safety, emergency management, emergency medical technicians, public works, health care, and transportation. Additionally, local government agencies have emergency plans that provide appropriate procedures and actions to implement during emergency situations such as the COVID-19 pandemic. These plans address many of the concerns associated with the consequences of the pandemic, such as the continued provision of emergency and essential services.

Private sector businesses also continue to provide critical infrastructure functions and services such as food and transportation among many others. Firms that enable logistics operations, including cooling storage, packaging and distributing products for wholesale or retail sale or use are identified as essential. Roadways are considered part of the essential transportation system sector.

The COVID-19 pandemic and the stay in place Order and other orders and policies have resulted in certain social and economic impacts. Whether these social and economic impacts will result in any significant, adverse physical environmental impacts has not been documented and it would be speculative to make such determinations as there is no valid, reliable evidence available to the City at this time. A number of federal, state, and local programs (e.g., state unemployment, expansion of

workers covered by the unemployment program, the federal supplement for unemployment benefits, the CARE Act, pandemic relief for migrant workers, and various locally-enacted residential and commercial rent relief) are available to assist individuals and businesses with funding to offset the economic impacts of the stay at home mandate.

Certain physical impacts resulting from the stay at home Order have been beneficial, including a substantial reduction in traffic and related impacts such as noise reduction and vehicle air quality and greenhouse gas emission reductions. Additionally, the continued provision of critical infrastructure functions and services, including emergency services, ensure that no significant adverse impacts would occur from the COVID-19 pandemic with respect to public services, safety, or utilities. The COVID-19 pandemic and stay at home Order would not adversely affect resources related to geology, hydrology, hazards, cultural resources, aesthetics, land use, biology, energy, and other topics, because the pandemic has not necessitated significant construction activities.

In May, the state and local jurisdictions have been implementing phased reopening plans for certain employment and recreation sectors subject to implementation of appropriate protocols to reduce the potential for spreading the virus. It is expected that a COVID-19 vaccine will be available in the foreseeable future. Buildout of the Project and full occupancy of the site is not expected until after the current state of emergency has expired.

If construction is initiated prior to the availability of a COVID-19 vaccine, construction activities would be subject to various safety measures necessary to reduce the potential for the spread of the virus. These measures will be addressed in a project construction site safety plan and could include, among other measures, social distancing requirements, masks for all workers, daily worker screening for potential symptoms, disinfecting protocols for all shared surfaces, avoidance of tool sharing, and provision of sufficient hand sanitizer for all workers.

Therefore, the COVID-19 pandemic will not result in new significant impacts or substantial increases in previously identified significant impacts associated with the Project. No new or revised mitigation measures are required as a result of the COVID-19 pandemic. Thus, no revisions in the Project EIR are required.

6. Conclusion

The proposed 2020 approvals are within the scope of the Project EIR because the construction and operation of the proposed buildings were part of the development analyzed in the Project EIR and because the Project square footage will be substantially reduced (66% reduction) from the square footage analyzed in the EIR. Thus, the Project will result in reduced impacts in comparison to the impacts identified in the Project EIR. The Project remains subject to the applicable conditions of approval associated with the 2018 approvals and the requirements of the Mitigation Monitoring and Reporting Program. Based on the information presented in this memorandum, no further environmental review is required.

ATTACHMENT EXHIBIT B

Recording requested by

And when recorded, mail to

APN: 057-090-086

DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF AMERICAN CANYON AND
NAPA AIRPORT CORPORATE CENTER I, LLC

EFFECTIVE DATE

September 3, 2020

TABLE OF CONTENTS

Page

ARTICLE 1 TERM AND DEFINITIONS 4

Section 1.1 The Property 4

Section 1.2 The Project. 4

Section 1.3 Definitions 5

Section 1.4 Parties to the Development Agreement. 6

Section 1.5 Term of the Development Agreement. 6

Section 1.6 Term of the Subdivision Maps, Project Approvals, Subsequent Approvals. 6

ARTICLE 2 VESTING RIGHTS AND LIMITATIONS 7

Section 2.1 Vested Rights of Owner. 7

Section 2.2 Permitted Uses and Development Standards. 7

Section 2.3 No Conflicting Enactments. 7

Section 2.4 Subsequent Approvals. 7

Section 2.5 Changes to Existing Land Use Regulations. 8

Section 2.6 Reserved Powers. 8

Section 2.7 Processing Procedures. 9

Section 2.8 Infrastructure Improvements. 9

Section 2.9 No Liability. 9

Section 2.10 City Fees. 9

Section 2.11 Bonds. 9

Section 2.12 Taxes and Assessments. 10

Section 2.13 Initiatives and Referenda. 10

ARTICLE 3 PROJECT DEVELOPMENT 10

Section 3.1 Project Summary 10

Section 3.2 Development Rights Vested Pursuant to this Agreement. 10

Section 3.3 Public Benefits. 11

Section 3.4 Timing of Development. 11

Section 3.5 Subsequent Approvals. 12

ARTICLE 4 PERIODIC OR SPECIAL REVIEW FOR COMPLIANCE 12

Section 4.1 Periodic Review. 12

Section 4.2 Certificate of Compliance. 12
ARTICLE 5 DEFAULT AND LEGAL REMEDIES 13
Section 5.1 General Provisions. 13
Section 5.2 Default by the City: Owner Remedies. 13
Section 5.3 Default by the Owner: City Remedies. 13
Section 5.4 Legal Actions. 14
Section 5.5 Specific Performance. 14
Section 5.6 Waiver; Remedies Cumulative 14
Section 5.7 Effect on Prior Approvals by City. 15
ARTICLE 6 TERMINATION 15
Section 6.1 Termination upon Completion of Development. 15
Section 6.2 Effect of Termination on Owner Obligations and Rights. 15
Section 6.3 Effect of Termination on City Obligations and Rights. 15
ARTICLE 7 GENERAL PROVISIONS 16
Section 7.1 Transfer, Assignments, and Mortgagee Protection. 16
Section 7.2 Covenants Running with the Land. 17
Section 7.3 Amendment or Cancellation of Agreement. 17
Section 7.4 Notices. 18
Section 7.5 Invalidity of Agreement/Severability. 18
Section 7.6 Cooperation in the Event of Legal Challenge. 19
Section 7.7 Joint Preparation of this Agreement. 19
Section 7.8 Attorney's Fees. 20
Section 7.9 Recordation. 20
Section 7.10 Entire Agreement. 20
Section 7.11 Exhibits. 20
Section 7.12 Governing Law. 20
Section 7.13 Time is of the Essence. 20
Section 7.14 Mutual Covenants. 20
Section 7.15 Project as a Private Undertaking. 20
Section 7.16 Further Actions. 21
Section 7.17 Approvals Independent. 21
Section 7.18 Indemnification. 21

Section 7.19 Force Majeure. 21
Section 7.20 Construction of Agreement....22
Section 7.21 Counterparts. 22
ARTICLE 8 PUBLIC BENEFIT 22
Section 8.1 Public Benefit....22

EXHIBITS

EXHIBIT A. Legal Description of Property

EXHIBIT B. City Council Resolution No. 2018-86

EXHIBIT C. City Council Resolution No. 2018-87

EXHIBIT D. City Council Resolution No. 2018-88

EXHIBIT E. City Council Resolution No. 2018-89

EXHIBIT F. City Council Resolution No. 2018-85

EXHIBIT G. Minor Modification No. PL20-016

EXHIBIT H. Minor Modification No. PL20-017

EXHIBIT I. 2020 Addendum to the Napa Airport Corporate Center Project Final EIR

Development Agreement By and Between the City of American Canyon and Napa Airport Corporate Center I, LLC

This Development Agreement ("Agreement") is made and entered into on _____, by and between the City of American Canyon ("City"), a California General Law City and Napa Airport Corporate Center I, LLC, a Delaware Limited Liability Company ("Owner"), pursuant to the authority of California Government Code Title 7, Division 1, Chapter 4, Article 2.5, section 65864 *et seq.*, and City Municipal Code Title 19, Chapter 19.47.

RECITALS

1. In order to strengthen the public land use planning process, to encourage private participation in the process, to reduce the economic risk of development, and to reduce the waste of resources, the Legislature adopted the Development Agreement Law (Gov. Code § 65864 *et seq.*).

2. The Development Agreement Law authorizes the City to contract with private interests for their mutual benefit in a manner not otherwise available to the contracting parties. Such agreements can assure property owners that they may proceed with projects as approved by the City and that those approvals will not be modified (consistent with the legal principles of vesting) during the period covered by said agreement. The City is equally assured that elements of the project with peculiar and specific public interests are achieved and that its local land use policies are advanced.

3. The City has enacted Municipal Code Title 19, Chapter 19.47 as an implementing regulation of Government Code section 65865(c), establishing the procedures and requirements for the consideration of development agreements to carry out the City's planning policies.

4. The Owner owns in fee that certain real property located in the City described in Exhibit A, attached hereto and incorporated herein by reference ("Property").

5. On July 31, 2018, the Owner obtained approval from the City for: 1) a Tentative Subdivision Map (Exhibit B, City Council Resolution No. 2018-86, attached hereto and incorporated herein by reference) for subdivision of the Property into five lots, including public road rights-of-way; and, 2) Conditional Use Permits (Exhibit C, City Council Resolution No. 2018-87, attached hereto and incorporated herein by reference) approving a Conditional Use Permit for Buildings A and B on Lots 1 and 2); (Exhibit D, City Council Resolution No. 2018-88 attached hereto and incorporated herein by reference approving a Conditional Use Permit and Design Permit for Building E on Lot 4); (Exhibit E City Council Resolution No. 2018-89 approving a Conditional Use Permit and Design Permit for Building G on Lot 5 attached hereto and incorporated herein by reference). These approvals allowed development of the Property with up to 261,541 square feet of industrial uses (warehouse, distribution, and/or E-commerce with accessory retail/office uses), and allowed the relaxation of certain lot size, front yard setbacks, and side yard landscaping requirements. The City conditioned the approval of the Project on the Owner's agreement to provide public infrastructure and other benefits to the City.

On July 10, 2020, the Owner obtained approvals from the City for modifications of the Conditional Use Permit/Design Permit for Building E on Lot 4 and Building G on Lot 5, which increased the area of preserved wetlands on Lot 4 and Lot 5, reduced the square footage and building site coverage of Building E and Building G, adjusted parking and loading consistent with the revised buildings and reduced overall development on the Property from approximately 261,541 square feet to approximately 193,741 square feet (Exhibit G, Minor Modification No. PL20-106; Exhibit H, Minor Modification No. PL20-017, attached hereto and incorporated herein by reference). The approvals described in this paragraph collectively constitute the Project.

6. The Owner has a desire to extend the life of the Project approvals described above in Recital No. 5 (Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit G, and Exhibit H) and have certainty to develop this Project. The City has a desire and a need for the public improvements and other benefits associated with the Project.

7. The City has determined that the development of the Project, in accordance with the terms and conditions of the City's General Plan, the Napa County Airport Industrial Area Specific Plan (now known as the Napa County Napa Valley Business Park Specific Plan), Zoning Ordinance, the City Subdivision Ordinance, and this Agreement, will eliminate uncertainty in the City's land use planning for, and will provide for orderly growth and development consistent with the City's General Plan, other policies and programs, and the Napa County Airport Industrial Area Specific Plan (now known as the Napa County Napa Valley Business Park Specific Plan), will provide critical public benefits, and will otherwise achieve the goals and purposes for which Municipal Code Title 19, Chapter 19.47 was enacted by the City.

8. The Owner recognizes that it is being afforded greater latitude in exchange for agreeing to contribute greater public benefits than could otherwise be required, and does so freely and with its full knowledge and consent.

9. The City recognizes that the Project Sponsor and/or its predecessors-in-interest have contributed substantial public benefit in advance of any development on the Project Site, including but not limited to:

(a) The Project Sponsor consented to the inclusion of the Property in the Green Island Road Community Facilities District.

(b) The Project Sponsor funded and constructed certain Devlin Road improvements. These improvements have provided critical infrastructure for the City of American Canyon.

10. The City examined the environmental effects of the Project (as defined in this Agreement) in an Environmental Impact Report prepared pursuant to the California Environmental Quality Act ("CEQA," Pub. Res. Code § 21000 *et seq*). In addition, the 2020 Addendum analyzing the environmental effects of this Agreement pursuant to CEQA was prepared (Exhibit I attached hereto and incorporated herein). The City Council found that the environmental impacts of the Project were adequately considered in the certified Final Environmental Impact Report ("FEIR") for the Napa Airport Corporate Center Project (State Clearinghouse No. 2014122005) as set forth in Exhibit F attached hereto and incorporated herein

by reference, City Council Resolution No. 2018-85, which adopted findings, a Mitigation Monitoring and Reporting Program, and a statement of overriding considerations for the Project. The City determined that, in connection with the approval of this Agreement, and the Addendum, there have been no Project changes, changed circumstances, or new information which would result in new, or substantially more severe, environmental impacts. The City Council found that approval of this Agreement based on the FEIR and the Addendum complies with CEQA.

11. On June 25, 2020, after conducting a duly noticed public hearing on this Agreement pursuant to City Municipal Code Title 19, Chapter 19.47, Section 060, the Planning Commission unanimously recommended that the City Council approve this Agreement based on the findings and determinations set forth in Planning Commission Resolution 2020-07.

12. On July 21, 2020, the City Council held a duly noticed public hearing on this Agreement pursuant to City Municipal Code Title 19, Chapter 19.47, Section 070. The City Council has reviewed and approves this Agreement. The City Council finds, pursuant to the requirements of Government Code section 65867.5, that this Agreement is consistent with the City's General Plan and the Napa County Napa Valley Business Park Specific Plan and readopts by reference its findings to this effect in Exhibits B, C, D, E, G, and H for the approval of the Project. The City Council finds that Agreement complies with the requirements of Government Code sections 65865 through 65869.5. The City Council also finds that this Agreement is consistent with City Municipal Code Title 19, specifically Chapter 19.47, its Zoning Ordinance, its Subdivision Ordinance, and all other applicable City ordinances, rules, and regulations, and that its implementation is in the best interest of the City and the health, safety, and welfare of its residents. Additionally, the City Council finds that the Project and this Agreement provide clear and substantial public benefits to the residents of the City. The City has considered and acted upon this Agreement by introducing Ordinance No. __ ("Adopting Ordinance") on July 21, 2020 authorizing execution of this Agreement by the City. A second reading of the Adopting Ordinance was conducted on August 4, 2020 when the City Council adopted the Adopting Ordinance.

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Law and City Municipal Code Title 19, Chapter 19.47, and in consideration of the mutual covenants and promises of the City and Owner herein contained, the parties hereto agree as follows:

ARTICLE 1
TERM AND DEFINITIONS

Section 1.1 The Property.

Owner owns in fee the parcel of real property as described in Exhibit A. Any reference to the "Property" in this Agreement is solely for the purpose of identifying the legal parcel or parcels on which the entitlements granted by the City for the Project are located.

Section 1.2 The Project.

The Project is the development and use of the Property consistent with the Tentative Subdivision Map approved in City Council Resolution No. 2019-86 (Exhibit B) and the Conditional Use Permits and Design Permits approved in City Council Resolution No. 2018-87 (Exhibit C), City Council Resolution No. 2018-88 (Exhibit D), and City Council Resolution No. 2018-89 (Exhibit E), Minor Modification No. PL20-016 (Exhibit G), and Minor Modification No. PL20-017 (Exhibit H) as further described in Section 3.1, including any modifications authorized by Subsequent Approvals.

Section 1.3 Definitions.

As used in this Agreement the following terms, phrases and words shall have the meanings and be interpreted according to their plain meaning as set forth in this Section. Certain other terms shall have the meaning set forth for such term in this Agreement.

(a) "Adopting Ordinance" means Ordinance No. ____, adopted on August 4, 2020, which approves this Agreement.

(b) "Affiliated Party" means any person or entity which is controlling of, controlled by, or under common control of Owner, and "control" shall mean the ability to influence, direct, or otherwise significantly affect the major policies, activities, or action of any person or entity.

(c) "City Manager" means the City Manager or his or her designee as designated in writing from time to time. The Owner may rely on the authority of the designee of the City Manager.

(d) "Collective Standards" means the regulations contained in this Agreement, the Project Approvals (as defined below), and the Existing Land Use Regulations (as defined below).

(e) "Effective Date" means the effective date of the Adopting Ordinance pursuant to Government Code section 65867.5, as specified in Recital 12 of this Agreement.

(f) "Environmental Documentation" means the Napa Airport Corporate Center Project EIR (State Clearinghouse No. 2014122005) certified by the City Council on July 31, 2018 by Resolution No. 2018-85, adopting findings pursuant to CEQA, certifying the FEIR, adopting a statement of overriding considerations, and adopting a Mitigation Monitoring and Reporting Program for the Project (Exhibit F) and the 2020 Addendum to the FEIR prepared in conjunction with this Agreement (Exhibit I).

(g) "Existing Land Use Regulations" means the ordinances, resolutions, rules, regulations, and official policies of the City, in effect as of the Effective Date, establishing and/or regulating design, density, permitted land uses, subdivisions, occupancy, improvement, impact fees, dedications, exactions, and the timing of development applicable to the Project, except as otherwise expressly set forth in this Agreement, and without limiting the foregoing, shall include the City General Plan, the Napa County Airport Industrial Area Specific Plan (now known as the Napa County Napa Valley Business Park Specific Plan), the City Zoning Ordinance and Subdivision Ordinance.

(h) "Improvement Plans" means the grading, building, and infrastructure plans as well as associated plans for the construction of the Project.

(i) "Project Approvals" means the Project approval described in Recital 5 and the Environmental Documentation.

(j) "Reserved Powers" means those powers explicitly reserved to the City by this Agreement.

(k) "Subsequent Approvals" means any and all permits and approvals of any kind or character required by the City to authorize and entitle the Owner to develop and occupy the Property and approved or issued after the Effective Date of this Agreement.

Section 1.4 Parties to the Development Agreement.

The parties to this Agreement are:

(a) The City of American Canyon, a General Law City under the laws of the State of California exercising general governmental functions and power. The principal place of business of the City is located at 4381 Broadway Street, Suite 201, American Canyon, CA 94503.

(b) Napa Airport Corporate Center I, LLC, a Delaware Limited Liability Company (Owner). The principal place of business of Owner is located at 8775 Folsom Boulevard, Suite 200 CA 95826.

Section 1.5 Term of the Development Agreement.

This Agreement shall commence upon the Effective Date and shall continue in force for five (5) years from such date, unless extended or terminated as provided herein ("Term") or by operation of law. Development moratoriums initiated by City shall not apply to this Project. Following the expiration of the Term or extension thereof, this Agreement shall have no force and effect. The Term of this Agreement and any subdivision map, Project Approvals or Subsequent Approvals shall not include any period of time during which a lawsuit involving the approval of the Agreement or any such subdivision maps, Project Approvals, or Subsequent Approvals is pending, including actions brought under CEQA.

Section 1.6 Term of the Subdivision Maps, Project Approvals, Subsequent Approvals.

The term of any parcel map, lot line adjustment, tentative subdivision map, vesting parcel map, or vesting tentative subdivision map, relating to the Project, and the term of any subdivision improvement agreement related to development of the Property or any portion thereof, shall be extended for the longer of: (i) the Term, or (ii) the term of the particular map otherwise allowed under the Subdivision Map Act, and the City's Subdivision Ordinance. The term of any Project Approvals or Subsequent Approvals for development relating to the Project shall be extended for the longer of: (i) the Term; or (ii) the term of the permit or entitlement; or (iii) the term of the subdivision or parcel map relating to that portion of the Property that is the subject of the permit or other entitlement.

ARTICLE 2
VESTING RIGHTS AND LIMITATIONS

Section 2.1 Vested Rights of Owner.

Provided that Owner is not in default under this Agreement during its Term, Owner is assured, and City agrees, that the development rights, obligations, terms, and conditions specified or referenced in this Agreement are fully vested in Owner and may not be changed or modified by City except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including changes to existing land use regulations as set forth in Section 2.5, the City Reserved Powers as set forth in Section 2.6, or as consented to by the Owner in writing.

Section 2.2 Permitted Uses and Development Standards.

The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land or payment of fees in lieu of dedication for public purposes, payment of fees, the construction, installation, and extension of public improvements, development guidelines and standards and other conditions of development for the Project shall be those set forth in this Agreement, the Project Approvals, and the Collective Standards. The parties intend that the Collective Standards shall serve as the definitive and controlling document for all Subsequent Approvals, discretionary or ministerial, relating to the development and occupancy of the Project, except as provided in this Article. Owner shall have those benefits granted and obligations created to develop the Project in accordance with the Collective Standards and this Agreement.

Section 2.3 No Conflicting Enactments.

Except as provided for in the explicitly Reserved Powers under this Agreement, neither the City nor any agency of the City shall enact any specific or generally applicable ordinance, resolution or other measure that relates to the development or construction of the Project, including but not limited to any enactment affecting the intensity, design, use, timing, or sequencing of the development, construction or use of the Property, that is in conflict with the Collective Standards or this Agreement or the development rights associated therewith.

Section 2.4 Subsequent Approvals.

City shall accept for processing and shall review and act on all applications for Subsequent Approvals necessary for development of the Project, as set forth herein. Owner and City acknowledge that the Collective Standards contemplate the sole items for further review by the City. Owner shall provide the City with the processing fees, applications, documents, plans, materials and other information necessary for the City to carry out its review and processing obligations. Owner shall submit all applications and requests for Subsequent Approvals in the manner required under applicable City laws in effect as of the time of such submittal. The Parties shall cooperate with each other and shall use diligent, good faith efforts to cause the expeditious review, processing, and issuance of the approvals and permits for the development and

occupation of the Project in accordance with the Project Approvals, the Subsequent Approvals, and this Agreement.

Section 2.5 Changes to Existing Land Use Regulations.

Except as provided herein, and subject to Section 2.6 of this Agreement, only the following changes to the Existing Land Use Regulations may apply to the development of the Project:

(a) Land use regulations, ordinances, policies, programs, resolutions, or fees adopted or undertaken by City in order to comply with regional, state, or federal laws to which the legal principles of vesting do not apply. Provided that in the event that such regional, state, or federal laws prevent or preclude compliance with one or more provisions of this Agreement, such provision or provisions shall be modified or interpreted as narrowly as possible to comply with such regional, state, or federal laws or regulations.

(b) City land use regulations, ordinances, policies, programs, resolutions, or fees adopted after the Effective Date that are not in conflict with the terms and conditions for development of the Project established by this Agreement or otherwise by Existing Land Use Regulations.

(c) City land use regulations, ordinances, policies, programs, resolutions, or fees adopted after the Effective Date, which are in conflict with the Existing Land Use Regulations, but the application of which to the Project has been consented to in writing by the Owner, either through this Agreement or by later separate document.

Section 2.6 Reserved Powers.

Notwithstanding any other provision of this Agreement, and without limitation as to any other exceptions contained in this Agreement, the City shall retain the authority to take the following actions and apply the same to the Project:

(a) Adopt regulations to protect the City and its citizens from an immediate risk to health and safety;

(b) Apply changes in rules, regulations, or official policies of the City to the extent that the application of such changes is specifically required by changes in state or federal laws or regulations to which the legal principles of vesting do not apply;

(c) Impose conditions upon any new, discretionary permits not contemplated under the Collective Standards that the City approves for the Project after the Effective Date of this Agreement if such permits approve substantial changes to the Project that involve new significant environmental effects or a substantial increase in the severity of previously identified significant environmental effects on the environment, as such conditions are determined to be necessary under CEQA and other applicable law by the City to mitigate adverse impacts associated with the granting of such permits; and

(d) Apply standards contained in uniform building, construction, plumbing, electric, fire, or other uniform codes, as the same may be adopted or amended from time to time, to the extent such uniform code is applied generally to all development in the City and the application of such uniform code to the Project is required by state law.

Section 2.7 Processing Procedures.

Nothing herein shall be deemed to prevent the City from enacting or adopting changes in the methods and procedures for processing Improvement Plans, subdivision maps, and parcel maps so long as such changes do not preclude or materially burden Owner's realization of the rights conferred under the Collective Standards.

Section 2.8 Infrastructure Improvements.

To the extent not expressly covered in the Collective Standards, or unless otherwise specified in this Agreement, all infrastructure improvements will be designed in accordance with the City's rules, regulations, and engineering policies in effect at the time of approval of the Improvement Plans.

Section 2.9 No Liability.

To the extent that any actions of federal or state agencies (or actions of regional local agencies, including the City or its agencies, required by federal or state agencies) have the effect of preventing, delaying, or modifying development of the Project or any portion thereof, the City shall not in any manner be liable for such prevention, delay, or modification of such development.

Section 2.10 City Fees.

Notwithstanding any other provisions in this Agreement, all application fees, processing fees, development impact, and regulatory fees, set by or within the control of the City and imposed generally on all other development within the City: (i) levied upon the Project; (ii) charged as a condition to any application for or approval of development or condition thereof; or (iii) imposed to mitigate adverse environmental impacts, shall be paid at the rates in existence at the time of the applicable application submittal or permit issuance as required by the terms of such fees.

In addition, Owner acknowledges and agrees the City has expended significant Staff and Legal resources in processing the Owner's requests to extend the life of the Project approvals described above in Recital No. 5 (Exhibit B, Exhibit C, Exhibit D, and Exhibit E), and agrees it will pay all outstanding invoices thereon within ten (10) days of the execution of this Agreement.

Section 2.11 Bonds.

Notwithstanding any other provision in this Agreement, City may require performance, material, labor, or other bonds only for improvements to be located within the public streets

rights of way and/or on portions of the Project to be dedicated as public utility easements. No bonds shall be required for other improvements.

Section 2.12 Taxes and Assessments.

Notwithstanding any other provisions in this Agreement, City may impose such new taxes and assessments on the Owner and on the Project as are also equally imposed on all other persons or entities and on all other properties within the City, whether by City Council action or by citizen-sponsored initiative or referendum.

Section 2.13 Initiatives and Referenda.

With the exception of citizen-sponsored initiatives or referendums for taxes or assessments, if, after the Effective Date of this Agreement, any City law is enacted or imposed by a citizen-sponsored initiative or referendum, or by the City Council directly or indirectly in connection with any proposed initiative or referendum, which would conflict with the Collective Standards and Subsequent Approvals, such City law shall not apply to the Property or Project.

ARTICLE 3
PROJECT DEVELOPMENT

Section 3.1 Project Summary.

The Project includes the following general improvements:

- Construction of up to 193,741square feet of industrial uses (warehouse, distribution, and/or E-commerce with accessory retail/office uses).
- On-site parking spaces and loading docks consistent with the requirements for end users.
- Grading for Project improvements.
- Storm drainage system and associated detention areas.
- Water connections to the City system.
- On-site and off-site recycled water connection lines.
- On-site and off-site sewer connection lines.
- Landscaping improvements.
- On-site and off-site infrastructure improvements.

The Project Conditional Use Permits and Design Permits also permit the relaxation of certain development standards as provided therein.

Section 3.2 Development Rights Vested Pursuant to this Agreement.

This Agreement shall vest Owner's rights to develop the Project in accordance with the approvals and conditions of approval contained in the Project Approvals (including but not limited to, designated permitted uses of the Property, density or intensity of use, and maximum height and size of proposed buildings) attached to this Agreement as Exhibits B, C, D, E, F, G, and H and incorporated herein by reference, any and all Subsequent Approvals, and the terms of this Agreement.

Section 3.3 Public Benefits.

(a) Pursuant to the Tentative Subdivision Map approval Condition of Approval No. 44.d (i), (ii) and (iii) and as shown on the approved Tentative Subdivision Map, Owner shall provide to the City: (1) the Irrevocable Offers of Dedication for the right-of-way necessary to accommodate the planned widening of South Kelly Road and the planned improvements to the intersection of South Kelly Road with both Devlin Road and SR 29 as shown on the final approved plans for these improvements; and, (2) the offers for public utility and public access easements, within thirty (30) days of receiving a notice from the City that approval of the final plans for the construction of the improvements associated with the particular requested right-of-way and easement has been obtained from Caltrans, the City, and all other necessary governmental agencies and that construction of the improvements will proceed within sixty (60) days of the date of the notice.

(b) Pursuant to Section 2.10, Owner has agreed to pay applicable City fees at the rates in existence at the time of the applicable application submittal or permit issuance as required by the terms of such fees.

(c) The Project will provide additional substantial financial benefits to the City through increased taxes, sales, jobs, business license fees, and other sources.

(d) Owner's obligations under the provisions of this Section 3.3 are subject to confirmation that no legal challenges, including without limitation any referendum and/or legal challenge brought pursuant to CEQA, have been initiated challenging the City Council's approval of the Agreement and/or the Adopting Ordinance. In the event a legal challenge is filed, or a referendum qualifies for the ballot, challenging the City Council's approval of the Agreement and/or the Adopting Ordinance, and as a result Owner is unable to proceed with the Project, the Owner's obligations under this Section 3.3 shall be suspended until the legal action and or referendum is resolved in a manner that upholds the Agreement ("Resolution Date"). In this event the timing requirements in this Section 3.3 shall be adjusted by mutual agreement based on the Resolution Date and such adjustment shall not constitute an amendment of this Agreement.

Section 3.4 Timing of Development.

The parties acknowledge that the most efficient and economical development of the Project depends upon numerous factors, such as market conditions and demand, interest rates, competition, and similar factors, and it will be most economically beneficial to have the rate of development determined by the Owner. Accordingly, the timing, sequencing, and phasing of the development is solely the responsibility of the Owner, except as otherwise set forth in the Collective Standards. In the event that an ordinance, resolution, or other regulation is enacted, whether by action of the City Council or by initiative or otherwise, which governs the rate, timing, phasing, or sequencing of new development or construction in the City, such regulation shall not apply to the Project. In particular, and without limitation thereof, City acknowledges that it will not withhold or delay approval of any entitlements for development of the Project or the construction of public improvements required therefore that are consistent with the terms and conditions of the Agreement.

Section 3.5 Subsequent Approvals.

The parties acknowledge that applications for Subsequent Approvals, including without limitation, land use approvals, subdivision maps, and other necessary permits will be submitted by Owner to construct, implement, operate, and/or modify the Project. Upon submission by Owner of an appropriate application and processing fee for any Subsequent Approval, the City shall promptly and diligently, subject to City ordinances, policies, and procedures, commence and complete all steps necessary to act on Owner's Subsequent Approval applications. The granting of a Subsequent Approval, including an amendment of a Project Approval, shall not be considered an amendment of this Agreement and shall automatically be deemed incorporated into the Project and vested under this Agreement.

ARTICLE 4
PERIODIC OR SPECIAL REVIEW FOR COMPLIANCE

Section 4.1 Periodic Review.

The City shall, pursuant to the requirements of Government Code section 65865.1 and City Municipal Code Title 19, Chapter 19.47, Section 100, review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain compliance by the Owner with the terms of the Agreement. The Owner shall submit an annual report, in a form acceptable to the City, on August 1 of each year commencing with August 1, 2021. If, as a result of such periodic review, the City determines, after a noticed, public hearing by the City Council that, on the basis of substantial evidence, the Owner has not complied in good faith with the terms of this Agreement, the City may, after following the default procedures required by Article 5, terminate this Agreement in accordance with applicable laws, including holding a public hearing on any such proposed termination. Owner shall pay to City all reasonable expenses incurred by City in conducting such review.

Section 4.2 Certificate of Compliance.

If, at the conclusion of a periodic review, the Owner is found to be in compliance with this Agreement, the City shall issue a Certificate of Compliance to the Owner stating that after the most recent periodic review that: (a) this Agreement remains in effect, and (b) the Owner is not in default. This Certificate shall be in recordable form, shall contain information necessary to communicate constructive notice of the finding of compliance and shall state the anticipated date of commencement of the next periodic review. Owner shall pay to City all reasonable expenses incurred in the preparation of such Certificate.

ARTICLE 5
DEFAULT AND LEGAL REMEDIES

Section 5.1 General Provisions.

Subject to extensions of time by mutual consent in writing, any material failure or delay by either party to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, or as a result of a finding made pursuant to Section 4.1, the party alleging such default or breach shall give the other party notice in writing specifying the nature of the alleged default, the matter in which such default may be cured, and a reasonable time period, which shall not be less than thirty (30) days, in which to cure the default ("Cure Period"). During the Cure Period the party charged shall not be considered in default for purposes of termination or institution of legal proceedings. The City shall conduct a periodic review in accordance with Section 4.1 prior to giving notice to Owner pursuant to this Section.

After notice and expiration of the Cure Period, if said default has not been cured, or is not being diligently cured in the manner set forth in the notice, the other party to this Agreement may, at its option, exercise its remedies pursuant to Sections 5.2 and 5.3.

Section 5.2 Default by the City: Owner Remedies.

In the event the City does not cure the default as set forth in Section 5.1, Owner shall have the right to exercise any of the following remedies:

(a) To waive in its absolute and sole discretion such default as not material;

(b) To pursue legal remedies provided for in Sections 5.4 and 5.5 hereof; and

(c) To terminate this Agreement with mutual consent of the City due to an uncured material default pursuant to Government Code section 65868. In the event Owner wishes to exercise this remedy, Owner shall provide written notice to the City and City shall comply with the applicable provisions of Government Code section 65867; and

(d) To suspend Owner performance that is related to the default identified in Section 5.1 under the Agreement.

Section 5.3 Default by the Owner: City Remedies.

In the event the Owner does not cure the default as set forth in Section 5.1, City shall have the right to exercise any of the following remedies:

(a) To waive in its absolute and sole discretion such default as not material;

(b) To refuse processing of an application for, or the granting of any permit, approval, or other land use entitlement for, development or construction of the Project that is related to the

default identified in Section 5.1, including, but not limited to, the withholding of grading, excavation, building, and occupancy permits;

(c) To pursue legal remedies provided for in Sections 5.4 and 5.5 hereof;

(d) To terminate this Agreement with mutual consent of the Owner due to an uncured material default pursuant to Government Code section 65868 and City Municipal Code Title 19, Chapter 19.47, Section 100. In the event City wishes to exercise this remedy, City shall notify Owner in the manner provided by Government Code section 65867;

(e) To terminate this Agreement on a finding Owner has not demonstrated good faith compliance with the terms of this Agreement pursuant to Government Code section 65865.1, after complying with Government Code section 65867; and

(f) To delay or suspend City performance that is related to the default identified in Section 5.1 under the Agreement.

Section 5.4 Legal Actions.

In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default by the other party to this Agreement, to enforce any covenant or agreement under this Agreement, or to enjoin any threatened or attempted violation hereunder.

Section 5.5 Specific Performance.

The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance is an appropriate remedy for the enforcement of this Agreement and should be available to the parties for the following reasons: due to the nature and scope of the Project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, Owner may be foreclosed from other choices it may have to utilize the Property. The Owner has invested significant time and resources and performed extensive planning, processing, and construction of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in further implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate the Owner for such efforts.

Section 5.6 Waiver; Remedies Cumulative

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by another party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omission by a party to take any action with respect to such default. No express written waiver of any default shall affect any other default, or cover any other period of time, other than any default and/or period of time specified in such express waiver. All of the remedies permitted or

available to a party under this Agreement, or at law or in equity, shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

Section 5.7 Effect on Prior Approvals by City.

In no event shall the failure to perform by either party have any effect on the Project Approvals or any Subsequent Approvals. The parties acknowledge that said approvals are independent of this Agreement and shall not be invalidated by any provision of this Agreement. All Project Conditions of Approval, whether in the Project Approvals or Subsequent Approvals remain fully in effect.

ARTICLE 6
TERMINATION

Section 6.1 Termination upon Completion of Development.

This Agreement shall terminate upon the expiration of its Term as defined in Section 1.5 or when the Project has been fully developed and all of the Owner's and City's obligations in connection therewith are satisfied, whichever occurs first. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney, within ten (10) days of receiving a request from Owner.

Section 6.2 Effect of Termination on Owner Obligations and Rights.

Termination of this Agreement shall not affect any of the Owner's obligations to comply with the City's General Plan, the Napa County Airport Industrial Area Specific Plan (now known as the Napa County Napa Valley Business Park Specific Plan), and the terms and conditions of any applicable zoning, subdivision map, or other land use entitlements approved with respect to the Project. Termination of this Agreement shall not affect or invalidate in any manner Owner's obligations of defense and indemnification under Section 7.6.

Section 6.3 Effect of Termination on City Obligations and Rights.

Upon termination of this Agreement, the entitlements, conditions of development, and all other terms and conditions of this Agreement shall no longer be vested with respect to the portions of the Project affected by such termination, except as to portions of the Project as described in Article 3 which have been constructed or are being constructed. Further, the City shall no longer be limited, by this Agreement, to make any changes or modifications to such entitlements or conditions applicable to such portions of the Project, except as to portions of the Project as described in Article 3 which have been constructed or are being constructed. Termination of this Agreement shall not affect or invalidate in any manner City's obligations of defense and indemnification under Section 7.6.

ARTICLE 7
GENERAL PROVISIONS

Section 7.1 Transfer, Assignments, and Mortgagee Protection.

(a) Assignment of Interests. Rights and Obligations. Owner shall have the full right to assign this Agreement, in connection with any sale, transfer or conveyance of the Property or portion thereof. Upon the express written assumption by the assignee of such assignment and the conveyances of Owner's interest in the property related thereto, Owner shall be released from any further liability or obligation hereunder related to the portion of the property so conveyed. If the transferred property consists of a less than the entire Property, or less than Owner's entire title to or interest in the Property, Owner shall have the right to transfer, sell and/or assign to the transferee only those of Owner's rights and obligations under this Agreement that are allocable or attributable to the transferred property. Any transferee shall assume in writing the obligations of Owner under this Agreement and the Project Approvals or any Subsequent Approvals relating to the transferred property and arising or accruing from and after the effective date of such transfer, sale, or assignment. Owner's rights to assign shall be subject to City's approval pursuant to Section 7.l(b)(ii).

(b) Transfer Agreements.

(i) In connection with the transfer or assignment by Owner of all of any portion of the Property (other than a transfer or assignment by Owner to an Affiliated Party or a Mortgagee), Owner and the transferee shall enter into a written agreement (a "Transfer Agreement") regarding the respective interests, rights, and obligations of Owner and the transferee in and under this Agreement. Such Transfer Agreement may: (i) release Owner from obligations under this Agreement that pertain to that portion of the Property being transferred, as described in the Transfer Agreement, provided that the transferee expressly assumes such obligations, and (ii) shall address any other matter deemed by City to be reasonably necessary or appropriate in connection with the transfer or assignment.

(ii) Owner shall seek City consent to any Transfer Agreement (other than a transfer or assignment by Owner to an Affiliated Party or Mortgagee), which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that the City shall consent to any Transfer Agreement unless it reasonably determines, based upon substantial evidence, that the transferee is not financially capable of fulfilling the terms and conditions of this Agreement or the transferee is unwilling or unable to work cooperatively with the City.

(iii) Any Transfer Agreement shall be binding on Owner, City, and the transferee. Upon recordation of any Transfer Agreement in the Official Records of Napa County, Owner shall automatically be released from those obligations assumed by transferee.

(c) Mortgagee Protection.

(i) This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, after the date of recording of this Agreement, including any lien of any deed of trust or mortgage ("Mortgage"). The foregoing notwithstanding, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in the Agreement shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

(ii) The provisions of section 7.1(c)(i) notwithstanding, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements other than those uses or improvements provided for or authorized by the Agreement or otherwise under the Project Approvals or any Subsequent Approvals.

(iii) If the City receives written notice from a Mortgagee or from Owner requesting a copy of any notice of default given to Owner and specifying the address for notice, the City shall deliver to the Mortgagee, concurrently with delivery to Owner, any notice with respect to any claim by the City that Owner committed an event of default. Each Mortgagee shall have the right during the same period available to Owner to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in the City's notice. The City Manager is authorized on behalf of the City to grant to the Mortgagee an extension of time to cure or remedy, not to exceed an additional sixty (60) days.

Section 7.2 Covenants Running with the Land.

The conditions and covenants set forth in this Agreement and incorporated herein by exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. Each and every purchaser, assignee, or transferee of an interest in the Property, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof, sold, assigned, or transferred to it. Any such purchaser, assignee, or transferee shall observe and fully perform all of the duties and obligations of Owner contained in this Agreement, as such duties and obligations pertain to the property sold, assigned, or transferred to it.

Section 7.3 Amendment or Cancellation of Agreement.

Except as otherwise provided in this Agreement, this Agreement may be amended, modified, or cancelled in whole or in part by mutual consent of the parties in writing, and then only the manner provided for in Government Code section 65868 and City Municipal Code Title 19, Chapter 19.47, Sections 110 and 111. Any amendment to this Agreement which does not relate to the term of this Agreement, the Collective Standards, or the conditions relating to the

Project shall require the giving of notice pursuant to Government Code section 65867, as specified by section 65868 thereof, but shall not require a public hearing before the parties may make such amendment.

Section 7.4 Notices.

All notices herein required shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of: (i) actual receipt, or (ii) five (5) days after a registered or certified mail containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, notice shall be deemed to have been given when delivered to the party to whom it is addressed.

City of American Canyon
Attention: City Manager
4381 Broadway, Suite 201
American Canyon, California 94503

And with copies to:

William D. Ross, Esq.
Law Office of William D. Ross
400 Lambert Street
Palo Alto, California 94306

Notices required to be given to Owner shall be addressed as follows:

Napa Airport Corporate Center I, LLC
Panattoni Development Company, Inc.
8775 Folsom Boulevard, Suite 200
Sacramento, CA 95826

A party may change its mailing address at any time by giving to the other parties ten (10) days' notice of such change in the manner provided for§ in this Section 7.4. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

Section 7.5 Invalidity of Agreement/Severability.

If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which became effective after the Effective Date, the remaining

provisions shall continue in full force and effect so long as the invalid and unenforceable provisions do not alter the material provisions of the Agreement.

Section 7.6 Cooperation in the Event of Legal Challenge.

In the event of any administrative, legal, or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of this Agreement or all actions, discretionary or ministerial, relating to the development and occupancy of the Project, the parties shall cooperate in defending such action or proceeding to settlement, stipulation, or final judgment including all appeals as set forth in this Section.

(a) Each party shall select its own legal counsel, subject to approval of the City, and in no event shall City be required to bear the fees and costs of Owner's attorneys. The Owner shall indemnify, defend, and hold harmless the City and the City's elected and appointed officers and officials, agents, employees, and independent contractors from and against any claims, including those brought under CEQA, losses, or liabilities, including attorney's fees, assessed or awarded against the City by way of judgment, settlement, or stipulation related to this Agreement, the Adopting Ordinance, the Project Approvals, any Subsequent Approvals, or any other permit or approval.

(b) The City shall have the right, but not the obligation, to defend such action, except that if Owner timely provides City with written notice that the Owner has elected to defend the action, the City shall not allow any default or judgment to be taken against it and shall not enter into any settlement or compromise of any claim which has the effect, directly or indirectly, of prohibiting, preventing, delaying, or further conditioning or impairing Owner's rights hereunder. In addition, if Owner elects to defend the action the City shall provide reasonable assistance to Owner, such assistance to include: (i) making available upon reasonable notice, and at no cost to Owner, City officials and employees who are or may be witnesses in such action, and (ii) provision of other non-privileged information within the custody or control of the City that is relevant to the subject matter of the action.

(c) Owner shall have the right, but not the obligation, to defend such action. If Owner defends any such action, it shall indemnify, defend, and hold harmless the City and the City's elected and appointed officers and officials, agents, employees, and independent contractors from and against any claims, losses, or liabilities, including attorneys' fees, assessed or awarded against the City by way of judgment, settlement, or stipulation. In such event, Owner shall further have the right to settle such action, provided that nothing herein shall constitute an amendment of this Agreement unless such amendment is approved by the City in accordance with applicable legal requirements, and the City reserves its full legislative discretion with respect thereto. With respect to actions challenging the validity of this Agreement, the Adopting Ordinance, the Project Approvals, any Subsequent Approvals, or any other permit or approval, including claims brought under CEQA, if Owner does not defend any such action, Owner shall be liable to City, to the same extent as is provided for in the Indemnification Agreement executed by Owner as a condition of obtaining the Use Permits approved in Exhibits B, C, D, and E attached to this Agreement.

Section 7.7 Joint Preparation of this Agreement.

This Agreement has been reviewed and revised by legal counsel for the City and Owner, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this agreement.

Section 7.8 Attorney's Fees.

If any action or proceeding, at law or in equity (including, without limitation, any cross-complaint, counterclaim, or third-party claim), is brought by either party to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs of such action or proceeding.

Section 7.9 Recordation.

This Agreement shall be recorded in the Official Records of Napa County within ten (10) days of its Effective Date as required by Government Code section 65868.5.

Section 7.10 Entire Agreement.

This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. There are no oral or written representations, understandings, undertakings, or agreements which are not contained or expressly referred to in this Agreement, and any such representations, understandings, or agreements not contained or expressly referred to herein are superseded in total by this Agreement.

Section 7.11 Exhibits.

The Exhibits referred to herein are deemed incorporated into this Agreement in their entirety.

Section 7.12 Governing Law.

This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California without regard to its conflict of law principles.

Section 7.13 Time is of the Essence.

Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

Section 7.14 Mutual Covenants.

The covenants contained in this Agreement are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the benefited party of the covenants to be performed by such party.

Section 7.15 Project as a Private Undertaking.

It is specifically understood and agreed that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect, and that each party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. The only relationship between the City and the Owner is that of a government entity regulating the development of private property and the owner of such property. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties or cause them to be considered a joint venture or members of any joint enterprise. This Agreement is not intended and shall not be construed to create any third-party beneficiary rights in any person who is not a party or a transferee.

Section 7.16 Further Actions.

Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement.

Section 7.17 Approvals Independent.

All Project Approvals and Subsequent Approvals which may be granted pursuant to this Agreement and all Project Approvals and Subsequent Approvals, which have been, or may be, issued or granted by the City with respect to the Property, constitute independent actions and approvals of the City. If any provisions of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if the City terminates this Agreement for any reason, such invalidity, unenforceability, or termination of this Agreement or any part hereof shall not affect the validity or effectiveness of any Project Approvals or Subsequent Approvals.

Section 7.18 Indemnification.

(a) Owner shall indemnify and hold the City, its elected and appointed officers and officials, agents, employees, and independent contractors free and harmless from any liability based or asserted upon any negligent or intentional act of omission of the Owner, its officers, agents, employees, subcontractors, and independent contractors, for property damage, bodily injury, or death or any other element of damage, relating to or in any way connected with the Property or arising from Owner's activities contemplated under this Agreement save and except claims for damages arising through the sole negligence or willful misconduct of the City.

(b) The City shall indemnify and hold harmless the Owner, its officers, agents, employees, and independent contractors free and harmless from any liability based or asserted upon any negligent or intentional act of omission of the City, its elected and appointed officers and officials, agents, employees, and independent contractors, for property damage, bodily injury, or death or any other element of damage, relating to or in any way connected with the Property or arising from City's activities contemplated under this Agreement save and except claims for damages arising through the sole negligence or willful misconduct of the Owner.

Section 7.19 Force Majeure.

If Owner is unable to meet the terms and conditions of this Agreement due to any cause beyond its reasonable control, including but not limited to fire, weather, flood, disease, act of God, theft, explosion, war, labor strike or disturbance, boycott, utility interruption, or government regulation or directive, then Owner shall have the option to be relieved from performing its obligations under this Agreement to the extent such causes prevent performance. Notice of such shall be promptly given in writing to the City and such notice will release the Owner from any further obligation associated therewith.

Section 7.20 Construction of Agreement

The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party in order to achieve the objectives and purpose of the parties. The captions preceding the text of each Article, Section, Subsection and the Table of Contents are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa. All references to "person" shall include, without limitation, any and all corporations, partnerships, limited liability companies or other legal entities.

Section 7.21 Counterparts.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed as original, but all of which when taken together shall constitute but one Agreement.

ARTICLE 8
PUBLIC BENEFIT

Section 8.1 Public Benefit.

The parties acknowledge and agree that the Project will create a substantial public benefit for the City and its citizens and that it confers substantial private benefits on the Owner. Accordingly, the Owner has agreed to deliver the consideration and undertake the obligations of this Agreement to balance the private benefits conferred on the Owner, to provide public assurance that this Agreement is fair, just, and reasonable and prompted by the necessities of the situation, and to provide extraordinary benefits to the City and the public. The Owner acknowledges that this consideration is reasonably related to the impacts of the Project on the community. The City hereby acknowledges the fairness and adequacy of such consideration. It is further acknowledged by the parties that neither party would have entered into this Agreement if each party had not acknowledged that a reasonable relationship exists between all requirements of the Project and all the benefits to the community of the Project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

"City"
City of American Canyon

By: _____
Jason B. Holley
City Manager

Dated: _____

"Owner"
Napa Airport Corporate Center I, LLC, a Delaware limited liability company

By:_____

Name:_____

Title:_____

Dated: _____

ATTEST:

By: _____
Suellen Johnston, CMC
City Clerk

Dated: _____

APPROVED AS TO FORM:

By: _____
William D. Ross
City Attorney

Dated: _____

ATTACHMENT 2

NACC Project Location



APPLICANT'S PROPOSED DEVELOPMENT AGREEMENT AMENDMENT

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

City of American Canyon
4381 Broadway Street, Suite 201
American Canyon, California 94503
Attn: City Clerk

Record Without Fee
Pursuant to Government Code
Section 27383

Space Above Reserved for Recorder's Use Only

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF AMERICAN CANYON

AND

G3 KELLY DEVLIN LLC

Effective Date: _____, 2025

FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF AMERICAN CANYON
AND G3 KELLY DEVLIN LLC

This First Amendment to Development Agreement ("**First Amendment**"), dated as of the Effective Date set forth above, is entered into by and between the City of American Canyon, a California municipal corporation, ("**City**") and G3 Kelly Devlin LLC, a California limited liability company (**"Developer**"). City and Developer may be referred to individually in this First Amendment as "**Party**" or collectively as "**Parties**."

RECITALS

A. City entered into a Development Agreement with an effective date of September 3, 2020, and recorded in the Official Records of Napa County as Document No. 2020-0021130 (the "**Development Agreement**"), providing for the development and use of that certain property located described in Exhibit A attached hereto and incorporated herein (the "**Property**") consistent with the Tentative Subdivision Map approved in City Council Resolution No. 2019-86 and the Conditional Use Permits and Design Permits approved in City Council Resolution No. 2018-87, City Council Resolution No. 2018-88, and City Council Resolution No. 2018-89, Minor Modification No. PL20-0l6, and Minor Modification No. PL20-017 as more particularly described in the Development Agreement (the "**Project**").

B. Since the approval of the Development Agreement, Developer and its predecessors in interest have been proceeding with the development of the Project in accordance with the requirements of the Development Agreement and the Project Approvals. Developer's progress is detailed in Annual Reports submitted to the City as required by the Development Agreement. Section 3.4 of the Development Agreement expressly states that market conditions could affect the timing of the Project's development. The Parties agree that market conditions, including interest rates, local economic investment related to the wine industry, and industrial building supply, have changed significantly since the execution of the Development Agreement. Statistically, vacancy for warehouse property in American Canyon has risen ±13%, from ±2% vacancy at the time of current Developer's acquisition (6/12/2023) to 15.7% at the time of this writing, per Costar.com. This increase in vacancy has had a corresponding effect on lease rates, which have declined ±15% during the same time period. Consequently, the current development landscape presents considerable challenges.

C. Following the approval of the Development Agreement, the Developer acquired the adjacent industrially zoned parcel, commonly known as Assessor's Parcel Number 057-090-027, which was previously developed with a single-family residence. Because the single-family residence has been demolished, the sound barrier required by Mitigation Measure MM NOI-1a of

the Mitigation Measure and Reporting Program (MMRP) contained in the Project Approvals is no longer necessary to mitigate a significant impact.

D. ~~The Parties wish to document a memorandum dated February 1, 2023 (Exhibit B attached hereto) from William Ross, City Attorney regarding Fair Share Improvement Costs for the Napa Airport Corporate Center Project. Exhibit B shall remain in full force and effect and supersedes Mitigation Measure MM-TRANS-1d of the Development Agreement.~~

~~E.~~ The Parties wish to document approved Minor Modifications PL24-016 (Exhibit B~~C~~ attached hereto), PL24-0017 (Exhibit C~~D~~ attached hereto), PL24-0023 (Exhibit D~~E~~ attached hereto) and PL24-0024 (Exhibit E~~F~~) as Subsequent Approvals and part of the Project as defined by the Development Agreement.

E~~F~~. The Development Agreement's Term expires September 3, 2025. City and Developer desire to amend Development Agreement's Term as provided in this First Amendment.

Applicant's proposed text deletion.

Formatted: Indent: First line: 0.5"

AGREEMENT

1. Incorporation of Recitals. The Parties agree that the above recitals are true and correct and are incorporated herein by reference.

2. Amendment to Section 1.5. Section 1.5 of the Development Agreement is hereby amended and restated in its entirety to read as follows:

> "1.5. Term of the Development Agreement. This Agreement shall commence on the Effective Date and shall continue in full force and effect until September 3, 2035 unless extended or terminated as provided herein ("Term"). Development moratoriums initiated by the City shall not apply to this Project. Following the expiration of this Term or extension thereof, this Agreement shall have no force and effect. The Term of this Agreement any subdivision map, Project Approvals or Subsequent Approvals shall not include any period of time during which a lawsuit involving the approval of this Agreement or any such subdivision maps, Project Approvals or Subsequent Approvals is pending, including actions brought pursuant to CEQA.

3. Addition of Exhibit J, Exhibit K, Exhibit L, Exhibit M, and Exhibit N. Exhibit J, Exhibit K, Exhibit L, Exhibit M, and Exhibit N to the Development Agreement is hereby added to incorporate the Subsequent Approval as attached to this First Amendment as Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F and incorporated herein by this reference. Except as specifically modified or amended by Exhibit B, Exhibit C, Exhibit D, Exhibit E, or Exhibit F to this First Amendment, the Project Approvals as defined in the Development Agreement shall remain in full force and effect.

4. Exhibits. The following exhibits are attached to this First Amendment and are hereby incorporated herein by this reference for all purposes as if set forth herein in full:

Exhibit A: Property Description

Exhibit B:" ~~William D. Ross Memorandum, dated February 1, 2023~~

~~Exhibit C.~~ Subsequent Approval Minor Modification PL24-0016

Exhibit C~~D~~: Subsequent Approval Minor Modification PL24-0017

Exhibit D~~E~~: Subsequent Approval Minor Modification PL24-0023

Exhibit E~~F~~: Subsequent Approval Minor Modification PL24-0024

Exhibit F~~G~~: City Council Resolution 2025-XX

5. Mitigation Measure MM NOI-1a is deleted from the Project Approvals pursuant to City Council Resolution 2025-XX attached hereto as Exhibit F~~G~~.

6. Except as modified by this First Amendment, all terms and conditions of the Development Agreement remain unchanged and are in full force and effect.

7. This First Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

[**Signatures on Following Page**]

Applicant's proposed exhibit deletion.

Formatted: Underline

Formatted: Article5 Cont 2, Indent: First line: 0"

IN WITNESS WHEREOF, the City and Developer have executed this Agreement as of the Effective Date.

CITY:

CITY OF AMERICAN CANYON, a municipal corporation

By: _____
Jason Holley, City Manager
[Signature must be notarized]

ATTEST:

By: _____
Taresa Geilfuss, City Clerk

APPROVED AS TO FORM:

By: _____
William D. Ross, City Attorney

DEVELOPER:

G3 KELLY DEVLIN LLC, a California limited liability company

By: _____
Tom Cook,
President & CEO
[Signature must be notarized]

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

_____
Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

EXHIBIT A

Legal Description for the Property

[Attached behind this cover page]

Exhibit A

EXHIBIT A

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING

4042-20-2
July 10, 2020

LEGAL DESCRIPTION

The land referred to herein below is situated in the City of American Canyon, County of Napa, State of California, and is described as follows:

Parcel One:

All those portions of Parcel One and Parcel Three described in the Grant Deed from Napa Airport Corporate Centre, LLC, a California Limited Liability Company, to Napa Airport Corporate Center I, LLC, a Delaware Limited Liability Company, recorded April 30, 2013 as Series Number 2013 0012480 in Official Records of Napa County, California, which lies Easterly of the Easterly lines of the strips of land described as Exhibit "A-1" and Exhibit "B-1" in the Grant Deed from Napa Airport Corporate Centre I, LLC, a Delaware Limited Liability Company, to the City of American Canyon recorded December 19, 2013 as Series Number 2013 0034595 in Official Records of Napa County, California and said portions being more particularly described as a whole as follows:

BEGINNING at the Northeast corner of the strip of land described as Exhibit "A-1" in the Grant Deed from Napa Airport Corporate Centre I, LLC, a Delaware Limited Liability Company, to the City of American Canyon recorded December 19, 2013 as Series Number 2013 0034595 in Official Records of Napa County, said Northeast corner also being an angle point in the West line of Parcel Three described in the Grant Deed from Napa Airport Corporate Centre, LLC, a California Limited Liability Company, to Napa Airport Corporate Centre I, LLC, a Delaware Limited Liability Company, recorded April 30, 2013 as Series Number 2013 0012480 in Official Records of Napa County and running; thence, along said West line, North 8° 41' 54" West, 65.93 feet to the Northwest corner of said Parcel Three; thence, running along the North line of said Parcel Three the following eight (8) courses:

1) North 66° 32' 25" East, 117.18 feet; thence to the beginning of a curve concave to the Northwest and having a radius of 1000.03 feet; thence

2) Northeasterly along said curve, through a central angle of 12° 48' 50" 223.65 feet; thence

3) North 53° 43' 35" East, 376.67 feet to the beginning of a curve concave to the Southeast and having a radius of 250.01 feet; thence

4) Northeasterly along said curve, through a central angle of 33° 41' 24" 147.01 feet; thence

5) North 87° 24' 59" East, 28.02 feet; thence

6) South 2° 17' 26" East, 47.50 feet to the Southern line of the 0.16 acre parcel of land described in Exhibit "B" of the Grant Deed recorded as Series Number 1993 37831 in Official Records of Napa County; thence along said Southern line and continuing along said North line

Order: 01007392
Doc: CANAPA:2020 00021130

Requested By: thurlpankey, Printed: 2/24/2023 10:34 AM

7) South 84° 09' 38" East, 35.36 feet; thence

8) South 63° 40' 42" East, 31.32 feet to the Northeast corner of said Parcel Three; thence leaving said North line and said Southern line and running along the East line of said Parcel Three the following six (6) courses;

1) South 2° 20' 56" East, 11.59 feet to the beginning of a curve concave to the West and having a radius of 9,910.30 feet; thence

2) Southerly along said curve through a central angle of 2° 16' 34" 393.69 feet; thence

3) North 89° 15' 21" West 411.57; thence

4) South 00° 44' 39" West, 208.01 feet; thence

5) South 89° 15' 21" East, 208.01 feet; thence

6) South 00° 44' 39" West, 376.75 feet to the most Eastern corner of Parcel One also described in said Grant Deed from Napa Airport Corporate Centre, LLC to Napa Airport Corporate Centre I, LLC recorded April 30, 2013 as Series Number 2013 0012480 in Official Records of Napa County; thence, leaving said East line and running along the East line of said Parcel One the following four (4) courses:

1) South 00° 44' 39" West, 83.56 feet; thence

2) South 17° 13' 14" West, 302.38 feet; thence

3) South 28° 24' 54" East, 124.42 feet; thence

4) South 00° 45' 09" West, 582.09 feet to the Southeast corner of said Parcel One; thence, along the South line of said Parcel One, North 89° 18' 46" West, 960.82 feet, more or less, to the Southwest corner of said Parcel One; thence, along the Westerly line of said Parcel One, North 28° 53' 55" West, 189.29 feet to the Southeast East corner of said strip of land described as Exhibit "B-1"; thence, along the East line of said strip of land the following twelve (12) courses:

1) North 61° 06' 05" East, 70.00 feet; thence

2) North 28° 53' 55" West, 10.00 feet; thence

3) North 61° 06' 05" East, 141.01 feet to the beginning of a curve concave Northwesterly and having a radius of 330.00 feet; thence

4) Northeasterly along said curve, through a central angle of 16° 26' 51" 94.73 feet to the beginning of a compound curve concave northwesterly and having a radius of 775.00 feet; thence

5) Northeasterly along said curve, through a central angle of 28° 33' 08" 386.21 feet; thence

6) North 43° 52' 07" East, 10.88 feet to the beginning of a non-tangent curve concave Westerly and having a radius of 500.00 feet and a radius point which bears North 76° 44' 37" West; thence

7) Northerly along said curve, through a central angle of 8° 13' 40" 71.80 feet; thence

8) North 5° 01' 43" East, 85.60 feet; thence

9) North 84° 58' 17" West, 5.50 feet; thence

10) North 5° 01' 43" East, 230.00 feet; thence

11) North 84° 58' 17" West, 9.50 feet; thence

12) North 5° 01' 43" East, 43.24 feet to the South line of said strip of land described as Exhibit "A-1"; thence, along said South line, South 84° 57' 52" East, 0.05 feet to the Southeast corner of said strip of land; thence, along the East line of last said strip of land the following three (3) courses:

1) North 5° 01' 43" East, 136.86 feet to the beginning of a curve concave Westerly and having a radius of 1034.07 feet; thence

2) Northerly along said curve, through a central angle of 13° 38' 08" 246.09 feet; thence

3) North 8° 36' 25" West, 128.32 feet to the point of beginning.

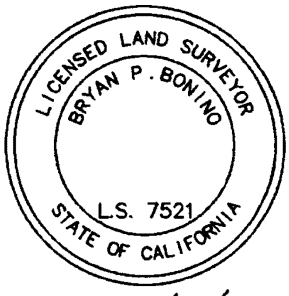
Parcel Two:

A non-exclusive easement as granted in the document recorded December 15, 1999 as Serial Number 1999-0037947 of Official Records, 20 feet wide for installation, maintenance, repair, replacement and appurtenances for a waterline, the Eastern line which is described as follows:

Commencing at a point on the West line of State Highway 29, (Napa-Vallejo Highway) said point being the northeasterly corner of the parcel of land as described in the Deed to Phyllis Farr, trustee for AEN One Associates, et al, recorded July 16, 1998 under Series No. 1998-20168,

Napa County Records; thence, from said point of commencement South 02° 29' 35" East along the Western line of said State Highway 29 for a distance of 500.00 feet.

The above described easement is for ingress and egress from South Kelly Road to the pipeline described in the Draughon Indenture dated November 25, 1927 and recorded in Book 36 of Official Records, page 192.



7/10/20

Bryan P. Bonino **Date**

EXHIBIT B

WILLIAM D. ROSS MEMORANDUM DATED FEBRUARY 1, 2023

EXHIBIT B

DATE: February 1, 2023

TO: Michael Kelley
Steve Beauchamp

FROM: William D. Ross, City Attorney
Edison C. Bisnar, Jr. PE, Engineer III, Public Works Department

RE: Fair Share Improvement Costs for the Napa Airport Corporate Center Project

---

This memorandum documents the fair share infrastructure payments owed by the Napa Airport Corporate Center (the "Project") under its conditions of approval. As detailed below, the Project's total fair share obligation is **$395,833.91**, representing 5% of total cost of the required roadway and sewer improvements. Payment of this amount to the City of American Canyon ("City") will fully satisfy the Project's fair share obligations and applicable conditions of approval.

Fair-Share Requirement for Roadway and Sewer Improvements

On July 31, 2018, the City granted approvals for the Project, including a tentative subdivision map (Resolution No. 2018-86) and design permits and conditional use permits (City Resolution Nos. 2018-87, 2018-88, 2018-89) ("Approvals").

The conditions of approval reflect that another development, the Napa Logistics Park Phase 2 Project ("NLP"), was proposing to install: (1) roadway improvements at South Kelly Road between SR-29 and Devlin Road; and (2): sewer improvements to replace the existing Green Island Pump Station. The conditions of approval require the Project to reimburse the City and/or NLP for the Project's fair share of the cost of the roadway and sewer improvements, based on its proportional contribution to traffic and sewer flow. (Resolution No. 2018-86, COA 39; Resolution No. 2018-87, COA 53 & 54; Resolution No. 2018-88, COA 66 & 67; Resolution No. 2018-89, COA 66 & 67.)

Modifications to Roadway Improvements

The NLP developer subsequently proposed to modify the original roadway improvements, based upon actual land uses, development square footage, and trip generation, and updated transportation plans for the SR-29 corridor.

On August 2, 2022, the City Council approved modifications to the roadway improvements required for both NLP and the Project. The City's approval is documented in the "Termination of Amended and Restated Improvement Agreement and First Amendment to Subdivision Improvement and Reimbursement Agreement," by and between the City and DWF IV NLP II, LLC. The modified roadway improvements, as shown on the approved plans, consist of:

1. At the intersection of SR-29 at South Kelly Road:
   -Southbound approach: construct 1 new right-turn lane
   -Eastbound approach: replace existing left-turn lane and through-right lane with 1 new left-turn lane, 1 new left-through lane, and 1 new right-turn lane;

2. At the intersection of South Kelly Road and Devlin Road:
   -Westbound approach: construct 1 new left-turn lane; and,

3. South Kelly Road, between Devlin Road and SR-29 intersections:
   -Westbound lane: construct new 2nd westbound lane
   -Center Lane: construct 1 new two-way left-turn lane.

The City approved an Initial Study/Addendum prepared by First Carbon Solutions, dated July 2022, which determined that the modified roadway improvements did not have any potential for new or more severe significant environmental impacts beyond what had already been identified and evaluated in the NLP Environmental Impact Report.

As noted above, the Project Approvals require the Project to pay its fair share of the roadway improvements *as proposed by NLP*. Therefore, NLP's modified roadway improvements are incorporated automatically into the Project Approvals, and are now the basis for the required fair share payment. In addition, City staff have authority to approve "minor changes" to the Project and its conditions of approval, provided the changes substantially comply with earlier approvals, comply with development standards, and do not materially affect adjacent private or public property. (*See, e.g.*, Reso. 2018-87, COA 2.) City staff have determined that updating the Project Approvals to reflect the modified roadway improvements constitutes a minor change, given that the City Council has already approved the modified roadway improvements, and that the actual construction of those improvements is not an obligation of the Project. For these reasons, no further approval is needed to substitute the modified roadway improvements into the Project Approvals, including for purposes of calculating fair share payments.

Fair Share Calculations

The City has prepared and approved fair share calculations for the road and sewer improvements, which are attached as Exhibit A. As shown in these calculations, the Project's fair share obligation is 5% for both the modified roadway improvements and the sewer improvements.

The total cost of the roadway improvements is $1,206,450.75 and the total cost of the sewer improvements is $6,710,227.41, as documented in the engineer's estimates and final costs on file with the City.

Therefore, the Project's fair share obligation is $60,322.54 for the roadway improvements and $335,511.37 for the sewer improvements, for a total obligation of **$395,833.91**. Payment of this amount to the City will fully satisfy the Project's fair share obligations and applicable conditions of approval.

Enclosure: Fair Share Calculations

Development Cost Share Split

Development	Trip Generation	% Trips	Sewer Demand (gpd)	% Sewer	Average New Project Demands	DA Cost Share 17%
Giovannoni	3888	0.66	29000	0.74	0.70	**12%**
NACC	2020	0.34	10000	0.26	0.30	**5%**

Cost of Sewer Improvement as of 1-4-23: $6,710,227.41

Cost of Road Improvements: $1,206,450.75

NACC Fair Share
Sewer Improvements = $335,511.37
Road Improvements = $60,322.54

[to be inserted] EXHIBIT C

SUBSEQUENT APPROVAL – MINOR MODIFICATION PL24-0016

[to be inserted]

EXHIBIT C

CITY OF AMERICAN CANYON
COMMUNITY DEVELOPMENT DEPARTMENT

Sent by Email to:
Steven Lay, stevenlay@g3enterprises.com
Jeff Leonhardt, jleonhardt@rmw.com
Paymon Fardanesh, pay@lmce.net

February 19, 2025

Steven Lay
G3 Enterprises
502 E Whitmore Ave
Modesto, CA 95358

Subject: Approval of the NACC Building E Minor Modification (AA2025-02/PL24-0016) at 920 Devlin Road, APN 057-090-086

Dear Steven Lay:

I am pleased to inform you that the Napa Airport Commerce Center (NACC) Minor Modification (PL24-0016) at 920 Devlin Rd, APN 057-090-086, is approved with conditions. The Napa Airport Commerce Center (NACC) site consists of five industrial buildings of approximately 284,540 SF on a 30.28-acre site in the Napa County Airport Industrial Area Specific Plan (NCAIASP). The Building E Modification consists of the following:

a. Modifies the dock layout.
b. Reduces the number of truck docks from 7 to 6.
c. Reduce the number of parking stalls from 82 to 68.
d. Add 13 trailer stalls to the north side.
e. Increases the building size from 52,956 SF to 54,210 SF (approximately 2.4% increase)
f. Changes to exterior elevations
g. Modifies the landscape plans

The goal of the changes is to increase the size of the building, develop more efficient vehicle circulation, and modernize the building facades.

In accordance with ACMC Section 19.45.030(D), approval of a minor modification must meet the following four findings.

1. The modification is in substantial conformity with the previously approved plan or permit, or if the change is substantive, that the revised project is equivalent to the original project design concept in terms of consistency with city design and development standards and policies.

The proposed modification changes the site parking layout, increases the building size by 2.4%, and changes the exterior facades. The orientation and use classification of the building remains the same. The project is in substantial conformance of the original project (PL14-0022) and the previous minor modification (PL20-0016).

2. The modification will not create impacts substantially different from those of the previously approved project.

The original project consisted of a 67,547 SF building with 98 parking spaces. In July 2020, the City approved a Minor Modification (PL20-0016) to the project and reduced the building to 52956 SF and reduced the parking spaces to a total of 82. The current modification proposes a 54,210 SF building with 68 parking spaces, which still has a smaller building and less parking spaces than the original approval. The modification will not create impacts substantially different from the approved project.

3. The granting of the modification will not be materially detrimental to the public health, safety, or welfare, or to property or residents in the vicinity.

The modification is a reduction in scale for the approved design. There are no indications of detrimental effects to people or property in the vicinity.

4. The proposed modification is consistent with the policies and exhibits contained in the general plan.

The modification is consistent with the general plan because the changes to the building size and parking spaces meet the design criteria for height, bulk, and lot coverage. The modified building size does not visually conflict with the character of the surrounding industrial business area. The updated architectural facades provide a modern look to the building, which will be consistent with the five buildings proposed in the NACC site.

Conditions of Approval

General

1. The applicant shall defend, indemnify, and hold harmless the City of American Canyon ("City"), its elected officials, officers, employees, attorneys, representatives, boards, commissions, consultants, volunteers and agents from and against all claims, actions, including actions to arbitrate or mediate, damages, losses, judgments, liabilities, expenses and other costs, or proceedings against the City, its elected officials, officers, employees, attorneys, representatives, boards, commissions, volunteers, or agents to attack, modify, set aside, void, or annul an approval, conditional approval, permit, entitlement, environmental document, environmental clearance, mitigation plan, or any other document or any of the proceedings, acts, or determinations taken, done, or made prior to granting of such approval, conditional approval, permit, entitlement, environmental clearance, environmental document, mitigation plan, or other documents, by the City, including, without limitation, an action against an advisory agency, appeal board, or legislative body within the applicable limitation period.

The obligation to defend, indemnify and hold the City harmless shall include the payment of all legal costs and attorney's fees (including a third party award of attorney's fees), arising out of, resulting from, or in connection with the City's act or acts leading up to and including approval of any environmental document or mitigation plan granting approvals to the applicant, incurred on behalf of, or by, the City, its elected officials, officers, employees, representatives, attorneys, boards, commissions, volunteers and agents in connection with the defense of any claim, action, or proceeding challenging the entire or a portion of an approval, conditional approval, permit, entitlement or any other document of any related claim.

The obligation to defend, indemnify, and hold the City harmless shall include, but not be limited to, the cost of preparation of any administrative record by the City, staff time, copying costs, court costs, or attorney's fees arising out of a suit or challenge contesting the adequacy of a permit, approval, conditional approval, entitlement, environmental document, mitigation plan, environmental clearance, or any other document or approval related to the applicant's project.

The City will promptly notify the applicant of any claim, action, or proceeding and will cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim, action, or proceeding, or the City fails to cooperate fully in the defense, the applicant shall not be responsible to defend, indemnify, or hold harmless the City.

In the event a legal challenge to a City permit, approval, conditional approval, environmental document, environmental clearance, mitigation plan, entitlement or any other document, proceeding, determination, or action related to the applicant's project is successful, and an award of attorneys' fees is granted against the City, the applicant shall be responsible to timely pay the full amount of such an award.

2. The approval shall become effective on the expiration of the appeal period, ten (10) calendar days following the decision, unless an appeal is filed. An appeal may be filed with the Community Development Director by filling out an Appeal Form accompanied by a fee of $795.

3. The applicant is responsible for paying all charges related to the processing of this discretionary case application prior to the issuance of building or any other permits for this project. Failure to pay all charges shall result in delays in the issuance of required permits or the revocation of the approval of this application.

4. Prior to obtaining a building permit, all parties working on the project shall obtain a business license from the City.

Planning Division

5. The Community Development Director shall review any deviations from the approved permit. The project proposes a Minor Modification (PL24-0016) to NACC Building E. The modifications consist of the following:
    a. Modifies the dock layout.
    b. Reduces the number of truck docks from 7 to 6.
    c. Reduce the number of parking stalls from 82 to 68.
    d. Add 13 trailer stalls to the north side.
    e. Increases the building size from 52,956 SF to 54,210 SF
    f. Changes to exterior elevations
    g. Modifies the landscape plans

    The modifications are described in the site plan, landscaping plan, and architectural elevations shown in Exhibits A, B, and C. In the event the Community Development Director determines that the project is not in substantial conformance with the approval, the applicant shall submit a new application for a Design Permit or a Minor or Major Modification depending on which application is required by the zoning code.

6. All conditions of approval from Resolution 2018-86 (NACC Tentative Subdivision Map), Resolution 2018-88 (NACC Building E Design Permit), and Ordinance 2020-03 (NACC Development Agreement), remain in effect.

7. Prior to the effective date of the Minor Modification Permit, the applicant and property owner shall sign the agreement to the conditions of approval. The form is available as Exhibit D.

Building Division

8. Prior to construction of the Minor Modification improvements, the applicant shall obtain a building permit.

9. Prior to the final inspection, the applicant shall submit a letter of certification to the Building Official from the project architect certifying that all improvements have been constructed in accordance with the approved building plans.

10. Construction activities on the site shall be limited to between 7:00 a.m. and 6:00 p.m. Monday through Friday. Work between the hours of 6:00 pm and 7:00 am and work on weekends and holidays requires prior written approval from the Building Official. If weekends and holiday work is approved construction and grading activities on the site shall be limited to between 8:00 a.m. to6:00 p.m. on Saturdays, and between 10:00 a.m. and 6:00 p.m. on Sundays and State and Federal holidays.

11. Recycling of Construction and Demolition Debris: Prior to issuance of a building permit, the applicant shall submit a plan for the diversion of at least 70 percent of the debris from the building demolition and construction. The plan shall include the qualified recycler that will be used, the methods of managing diversion of construction materials on site, and the proposed documentation that will be submitted to confirm that the diversion goal has been met.

12. Deferred Submittals: Prior to issuance of a building permit, the applicant shall submit a request to the Chief Building Official for any proposed deferred submittals on a form provided by the Building and Safety Division. The Deferred Submittal request shall include a justification for each proposed deferred submittal.

13. Accessibility: Prior to the final inspection, a Certified Access Specialist (CASp) shall submit a letter certifying that all improvements have been constructed in compliance with applicable state and federal accessibility standards.

14. NVUSD Developer Fees: Prior to issuance of each building permit, the applicant shall submit a Certificate of Compliance from the Napa Valley Unified School District (NVUSD). For more information contact NVUSD Developer Fees, link here: https://www.nvusd.org/doing-business-with-us/developerfees-clone .

Fire District

15. The buildings will be subject to the District's aerial apparatus impact fees as well as the fire impact fees due to the height of the buildings.

16. All Fire related underground piping and fire appurtenances shall be shown on the Civil plan submittal. In addition to the Civil plan submittal, at least (1) plan set under separate cover shall be submitted to American Canyon Building Division for routing to the American Canyon Fire Protection District detailing all underground piping and related fire appurtenances including but not limited to underground piping, underground sweep detail, underground trench details showing depth of burial, type of backfill, manufacturer's specifications of piping, valves joints, fittings and calculated size and locations of thrust blocks, hydrants locations (designate public or private), gate shut-off valves, PIV's, FDC's, fire pumps, fire pump and/or riser rooms.

17. Underground utility contractor, architect, and fire sprinkler contractor shall coordinate the location of risers and control valves prior to the issuance of a building permit.

18. An approved water supply capable of supplying the required fire flow for fire protection systems shall be provided to all premises upon which facilities or buildings are hereby constructed or moved into or within the City. Required fire flow and hydrant distribution shall be in accordance with Appendix B and C of the California Fire Code. Applicant shall demonstrate on plan submittal; square footage of each building on plan and provide the required fire flow information. Applicant shall demonstrate that the number and spacing of onsite fire hydrants meets with requirements of the California Fire Code. ***See sample below regarding fire flow and hydrant detail information needed.***

BUILDING FIRE FLOW REQUIREMENTS – CFC TABLES B105.2 & B105.1(2)
INFORMATION BELOW IS A SAMPLE AND FOR REFERENCE ONLY

Table B105.1(2) – Building size = 129, 600 square feet
Construction type = Type IIA
FF = 5,250 gpm at 20 psi
Duration = 4 hours

Table B105.2 – Fire sprinkler allowance = - 50%
5,250 – 2,625 = 2,625 gpm
FF = 2,625 gpm @ 20 psi
Duration = 2 hours

Table CC105.1 – Approximate number of hydrants = 3
Average spacing = 400 feet + 25% allowable increase = 500
Maximum distance from street or frontage = 225 feet = 50% allowable increase = 337.5

19. Fire Protection systems shall be installed in accordance with provisions set forth in the California Fire Code as amended by the American Canyon Fire Protection District and the applicable National Fire Protection Association Standard.

20. Fire Apparatus Access Roads shall be designed in accordance with provisions set forth in the California Fire Code Chapter 5 and Appendix D as amended by the American Canyon Fire Protection District and the applicable Public Works Standard.

21. Access roads shall be completed with all-weather surfaces prior to the stockpiling of combustible materials or beginning combustible construction. Fire apparatus access shall be provided to within 150 feet of the most remote portions of all building from an approved exterior route. If this cannot be achieved fire apparatus turn arounds will be needed.

22. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Vertical traffic calming in the form of speed pumps, humps or dips are prohibited along fire access roads without prior approval of the fire Code Official. The minimum width and clearances established in Section 503.2.1 shall be maintained at all times.

23. Where applicable improvement plan submittals for permit shall include locations of fire lane red curbing and fire lane signage. Please refer to and include City Public Works Standard FP-2A & 2B with plan submittals for permitting.

24. The City of American Canyon requires that a fire hydrant be in service within 250 feet of the furthest point of construction prior to the stockpiling of combustible materials for the beginning of construction.

25. Fire Department Connections (FDC) shall be located not more than 100 ft. from the nearest fire hydrant.

Public Works

26. Per CC Resolution 2018-86 Condition #37 a.2: Developer is required to install an 8-feet wide Class 1 multi-use path along the entire length of South Kelly Road frontage from Devlin Road to SR29. The Developer asked the City to include the Vine Trail portion within the Caltrans right-of-way with the South Kelly Road Improvements Project, TR23-0200, as a reimbursable item. The Developer will reimburse the City for the cost of the portion of the Vine Trail within the Caltrans right-of-way, including engineering, permitting and construction. Prior to approval of the Improvement Plans, Developer shall enter into a reimbursement agreement with the City.

27. Per CC Resolution 2018-86 Condition #37 b: Developer is required to install a 12" recycled water main from the end of the existing recycled water main in Devlin Road extending within South Kelly Road to the frontage of Lot 1. Developer asked the City to include the installation of the 12" recycled water main with the South Kelly Road Improvements Project, TR23-0200, as a reimbursable item. Developer will reimburse the City for the cost of the 12" recycled water main installation, including engineering, permitting and construction. Prior to approval of the Improvement Plans, Developer shall enter into a reimbursement agreement with the City.

28. Driveways do not conform to City Standard Drawing #3.11. A Design and Construction Exception approval shall be obtained prior to submittal of the Improvement Plans.

29. Prior to recordation of the Final Map, Lot E shall convey all private reciprocal easements with Lot D and Lot G for the construction, use and/or maintenance of roads or other access, pedestrian access, drainage facilities, utilities and post-construction storm water management facilities on the Final Map or by separate easements.

30. Prior to recordation of the Final Map, Lot E shall establish a Shared Maintenance Agreement with Lot D and Lot G for the long term and ongoing maintenance and operation of all shared private improvements. Specifically, the parcel owners shall be responsible for the ongoing maintenance and operation of all onsite stormwater quality facilities, shared storm drains, and shared access roads. The Shared Maintenance Agreement shall be prepared to run with the land of each parcel. The Shared Maintenance Agreement shall be submitted to the City for review and approval prior to recordation.

We look forward to working with you on this project. Should you have any questions, please contact me by e-mail at whe@americancanyon.gov , or by phone at 707-647-4337.

Sincerely,

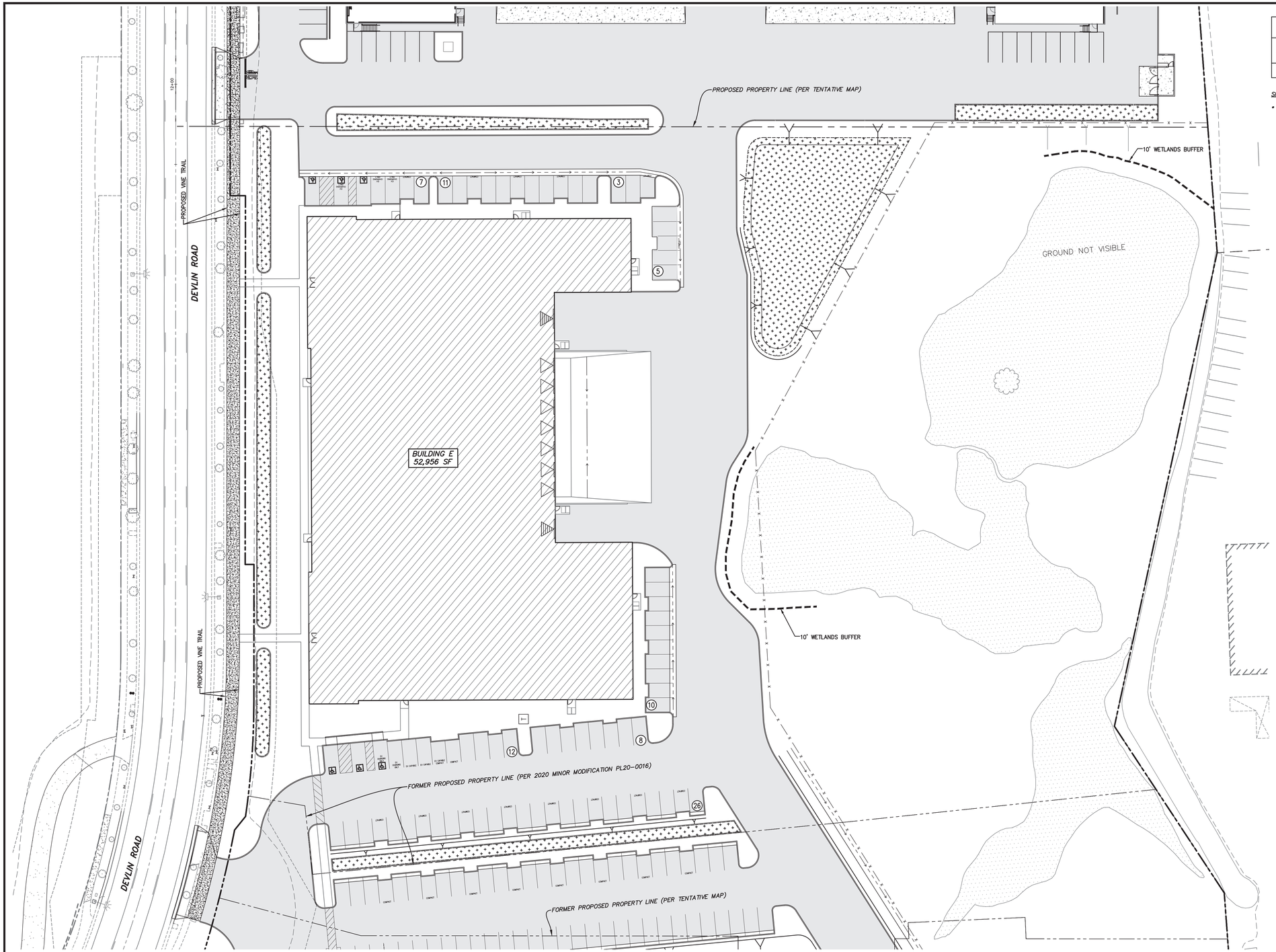
City of American Canyon



William He, AICP
Senior Planner, Community Development Department

Attachments:
1. Exhibit A: Project Site Plan
2. Exhibit B: Landscaping Plan
3. Exhibit C: Architectural Plan
4. Exhibit D: Confirmation of Conditions of Approval

EC: Project Review Committee
File



APPROVED PARKING

STANDARD	COMPACT	COMPACT EV CAPABLE	ACCESSIBLE	ACCESSIBLE EV CHARGING ONLY	STANDARD EV CHARGING ONLY	STANDARD EV CAPABLE	TOTAL
49	21	1	4 (1 VAN)	2 (1 VAN)	3	2	82

SITE PLAN NOTES:

- EASEMENTS NOT SHOWN ON SITE PLAN FOR CLARITY.

Attachment 1:
PL24-0016 NACC Bldg E MM - Site Plans

City of American Canyon
Planning Division Approval
2/19/2025
Authorized Signature Date

SHEET INDEX

No.	TITLE
1	APPROVED SITE PLAN (PL20-0016)
2	PROPOSED SITE PLAN (PL24-0016)
3	GRADING PLAN
4	GRADING PLAN
5	UTILITY PLAN
6	SECTIONS
7	PROPOSED FIRE PLAN
8	DRIVEWAY VARIANCE PLAN
9	DRIVEWAY VARIANCE PLAN
L1.1	PRELIMINARY LANDSCAPE PLAN

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

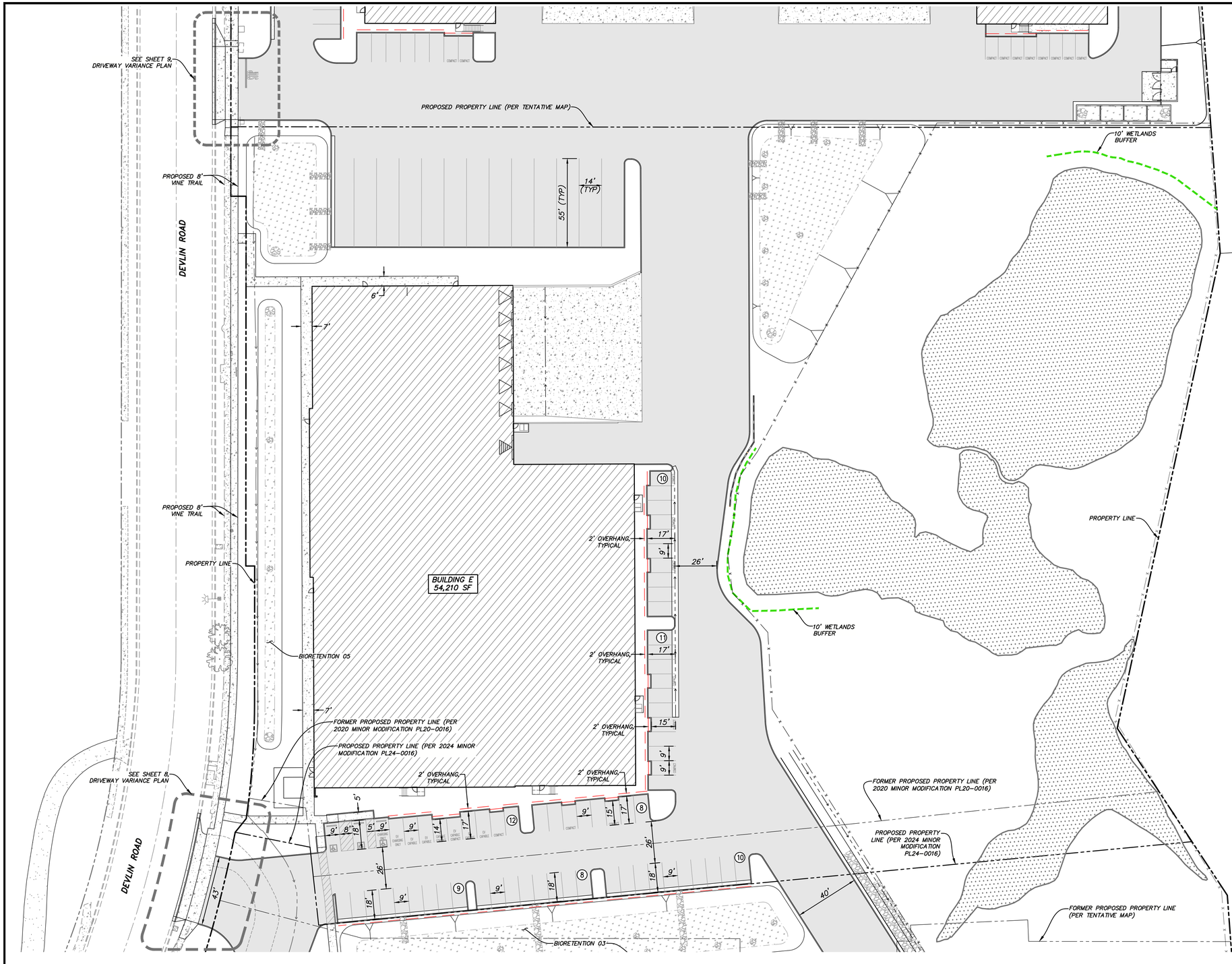
MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER BUILDING E
920 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

APPROVED SITE PLAN (PL20-0016)

SCALE 1"=30'
DATE: 01-08-2024
JOB NO. 4775-1

1
SHEET 1 OF 10

X:\Land Projects\4775-1\dwg\4775-1_E-MM_01.dwg



PARKING REQUIREMENTS	
BUILDING	E
WAREHOUSING/STORAGE SF	53,210
REQUIRED STALLS (SEE NOTE 1)	37
OFFICE SPACE SF	1,000
REQUIRED STALLS (SEE NOTE 2)	4
TOTAL STALLS REQUIRED	41

NOTES:
1. 1 STALL PER 1,000 SF OF FIRST 20,000 SF, PLUS 1 PER 2,000 SF THEREAFTER.
2. 1 STALL PER 300 SF.

PROPOSED PARKING

STANDARD	COMPACT	COMPACT EV CAPABLE	ACCESSIBLE	ACCESSIBLE EV CHARGING ONLY	STANDARD EV CHARGING ONLY	STANDARD EV CAPABLE	TOTAL
49	9	2	2 (1 VAN)	1	1	4	68

SITE PLAN NOTES:

- EASEMENTS NOT SHOWN ON SITE PLAN FOR CLARITY.

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING E
920 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

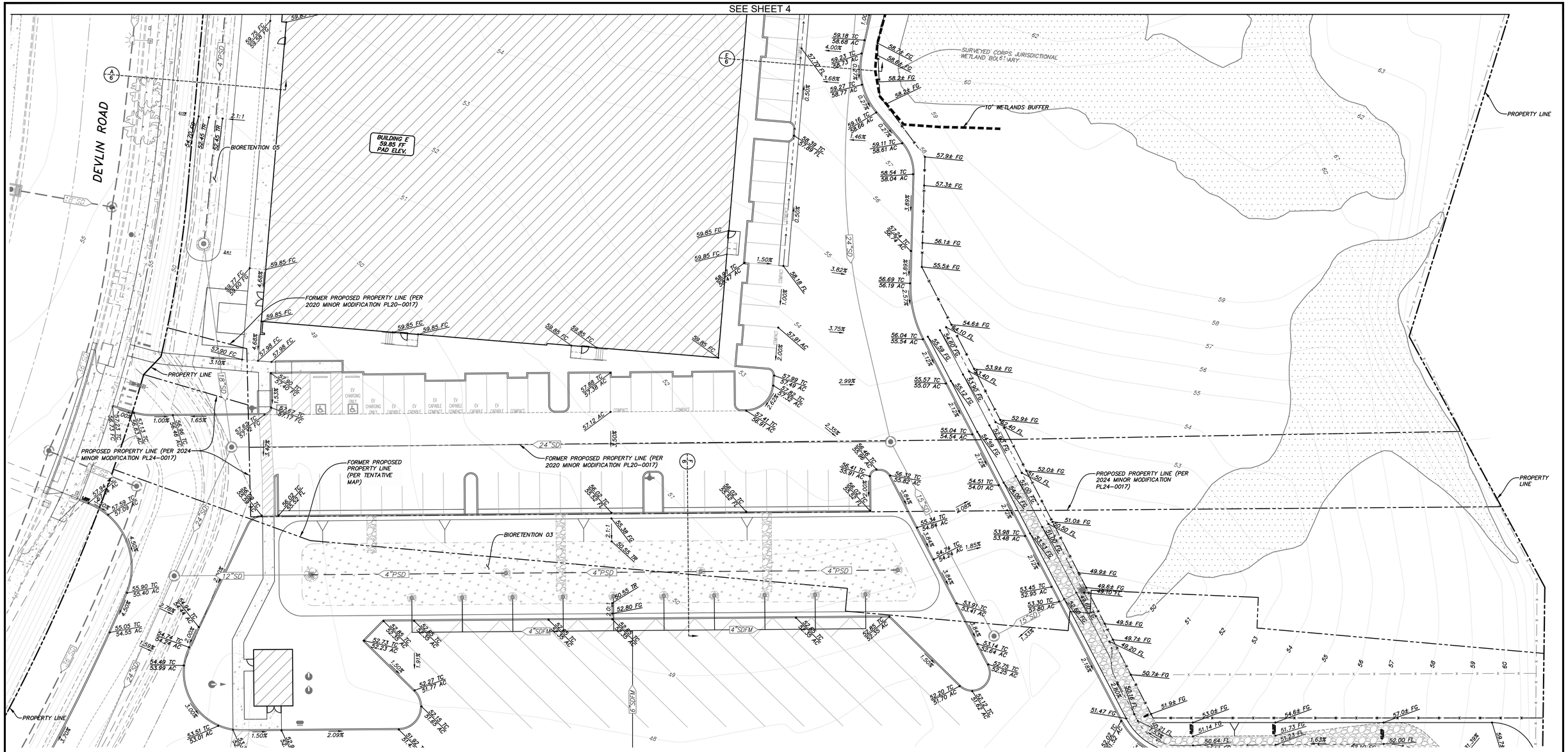
PROPOSED SITE PLAN (PL24-0016)

SCALE 1"=30'
DATE: 01-08-2024
JOB NO. 4775-1

2
SHEET 2 OF 10

X:\Land Projects\4775-1\dwg\4775-1_E-MM_02.dwg

SEE SHEET 4



GRADING LEGEND:

-R- -R- -R- -R- – PROPOSED RIDGE LINE

——→ – – ——— – PROPOSED PAVEMENT FLOW LINE

60.50 TC / 60.00 AC – PROPOSED ELEVATION (DESCRIPTIONS AS LISTED BELOW)
TC: TOP OF CURB
FF: FINISHED FLOOR
FL: FLOW LINE
AC: ASPHALTIC CONCRETE
FG: FINISHED GROUND

– PROPOSED BIORETENTION FACILITY

GENERAL NOTES:

1. TOP OF CURB (TC) = 0.5' + PAVEMENT ELEVATION (AC), FLOWLINE ELEVATION (FL), OR CONCRETE ELEVATION (FC), UNLESS OTHERWISE NOTED.
2. ALL ACCESSIBLE PARKING/LOADING AREAS SHALL HAVE NO MORE THAN 1.5% MAXIMUM SLOPE IN ANY DIRECTION.
3. ALL ACCESSIBLE PATHS OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE, HAVING A MAXIMUM 1/2" ABRUPT CHANGE IN ELEVATION, A MAXIMUM 5% SLOPE (IN THE DIRECTION OF TRAVEL) OR CURB RAMP AS NECESSARY, A MAXIMUM CROSS SLOPE OF 1.5%, AND A MINIMUM WIDTH OF 48". IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT RAMPS AND ACCESSIBLE PATHS OF TRAVEL MEET THESE REQUIREMENTS. ANY RAMPS FOUND OUT OF COMPLIANCE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

0 10 20 40
SCALE: 1"=20'

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER BUILDING E
920 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

GRADING PLAN

SCALE 1"=20'
DATE: 01-08-2024
JOB NO. 4775-1

3
SHEET 3 OF 10

X:\Land Projects\4775-1\dwg\4775-1_C304.dwg



GRADING LEGEND:

-R- -R- -R- -R- – PROPOSED RIDGE LINE

——→ – – —— – PROPOSED PAVEMENT FLOW LINE

60.50 TC / 60.00 AC → – PROPOSED ELEVATION (DESCRIPTIONS AS LISTED BELOW)
TC: TOP OF CURB
FF: FINISHED FLOOR
FL: FLOW LINE
AC: ASPHALTIC CONCRETE
FG: FINISHED GROUND

▨ – PROPOSED BIORETENTION FACILITY

GENERAL NOTES:

1. TOP OF CURB (TC) = 0.5' + PAVEMENT ELEVATION (AC), FLOWLINE ELEVATION (FL), OR CONCRETE ELEVATION (FC), UNLESS OTHERWISE NOTED.
2. ALL ACCESSIBLE PARKING/LOADING AREAS SHALL HAVE NO MORE THAN 1.5% MAXIMUM SLOPE IN ANY DIRECTION.
3. ALL ACCESSIBLE PATHS OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE, HAVING A MAXIMUM 1/2" ABRUPT CHANGE IN ELEVATION, A MAXIMUM 5% SLOPE (IN THE DIRECTION OF TRAVEL) OR CURB RAMP AS NECESSARY, A MAXIMUM CROSS SLOPE OF 1.5%, AND A MINIMUM WIDTH OF 48". IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT RAMPS AND ACCESSIBLE PATHS OF TRAVEL MEET THESE REQUIREMENTS. ANY RAMPS FOUND OUT OF COMPLIANCE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

SCALE: 1"=20'

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING E
920 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

GRADING PLAN

SCALE 1"=20'
DATE: 01-08-2024
JOB NO. 4775-1

4
SHEET 4 OF 10

X:\Land Projects\4775-1\dwg\4775-1_C305.dwg

DEVLIN ROAD

PROPOSED PROPERTY LINE (PER TENTATIVE MAP)

PROPOSED 8' VINE TRAIL

PROPOSED 8' VINE TRAIL

PROPERTY LINE

IRRIGATION SERVICE FOR LANDSCAPING AT BUILDING E

BUILDING E
54,210 SF

BIORETENTION 05

NON-POTABLE WATER SERVICE FOR BUILDING E

2"RW
3"WS

DOMESTIC WATER SERVICE FOR BUILDING E

FORMER PROPOSED PROPERTY LINE (PER 2020 MINOR MODIFICATION PL20-0016)

PROPOSED PROPERTY LINE (PER 2024 MINOR MODIFICATION PL24-0016)

FIRE SERVICE FOR FIRE LOOP

BIORETENTION 03

10' WETLANDS BUFFER

PROPERTY LINE

10' WETLANDS BUFFER

FORMER PROPOSED PROPERTY LINE (PER 2020 MINOR MODIFICATION PL20-0016)

PROPOSED PROPERTY LINE (PER 2024 MINOR MODIFICATION PL24-0016)

FORMER PROPOSED PROPERTY LINE (PER TENTATIVE MAP)

0 15 30 60
LM
SCALE: 1"=30'

X:\Land Projects\4775-1\dwg\4775-1_E-MM_05.dwg

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING E

920 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

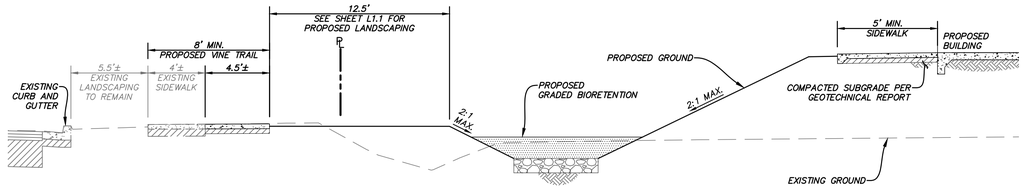
UTILITY PLAN

SCALE 1"=30'

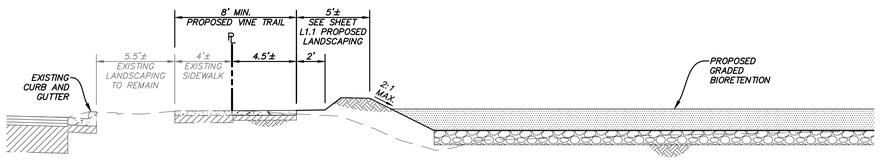
DATE: 01-08-2024
JOB NO. 4775-1

5

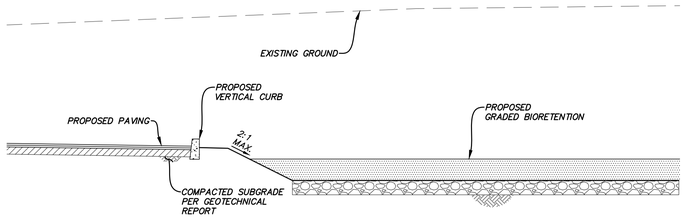
SHEET 5 OF 10



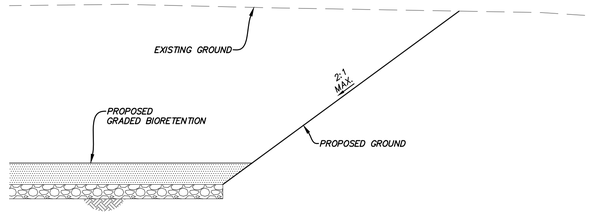
A DEVLIN ROAD AT BUILDING E
NTS



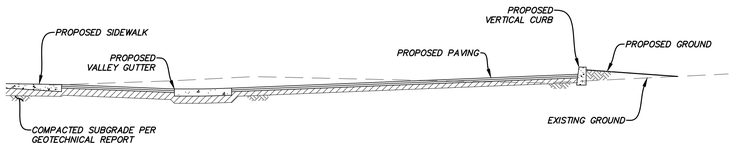
B BIORETENTION FACILITY AT DEVLIN ROAD
NTS



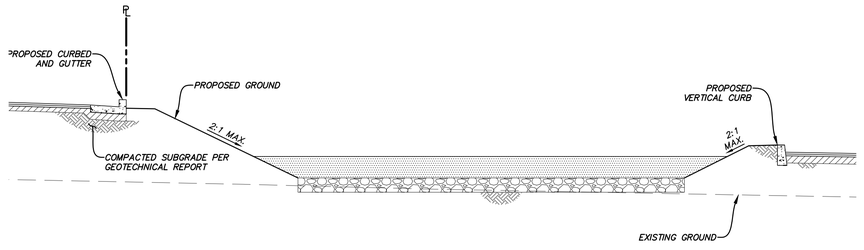
C BIORETENTION FACILITY NORTHEAST OF BUILDING E
NTS



D EAST EDGE OF POND NORTHEAST OF BUILDING E
NTS



E EAST DRIVE AISLE OF BUILDING E
NTS



F BIORETENTION FACILITY BETWEEN BUILDINGS E & G
NTS

REV.	DATE	DESCRIPTION	BY	APP'D.

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

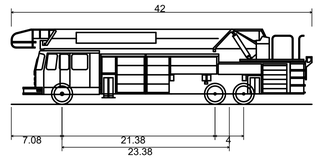
MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER BUILDING E
920 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

SECTIONS

SCALE AS SHOWN
DATE: 01-08-2024
JOB NO. 4775-1

6
SHEET 6 OF 10

X:\Land Projects\4775-1\dwg\4775-1_E-MM_06.dwg



City of Napa Ladder Truck	
Overall Length	42.000ft
Overall Width	10.000ft
Overall Body Height	10.495ft
Min Body Ground Clearance	0.925ft
Track Width	8.360ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	41.20°

DEVLIN ROAD

PROPOSED 8' VINE TRAIL

PROPOSED PROPERTY LINE (PER TENTATIVE MAP)

PROPERTY LINE

BUILDING E
54,210 SF

BIORETENTION 05

2"RW
3"WS

BIORETENTION 03

10' WETLANDS BUFFER

PROPOSED PROPERTY LINE
(PER 2024 MINOR MODIFICATION PL24-0016)

35'

10'F

8'F

26'

43'

40'

0 15 30 60
SCALE: 1"=30'

REV.	DATE	DESCRIPTION	BY	APP'D.

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING E
920 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

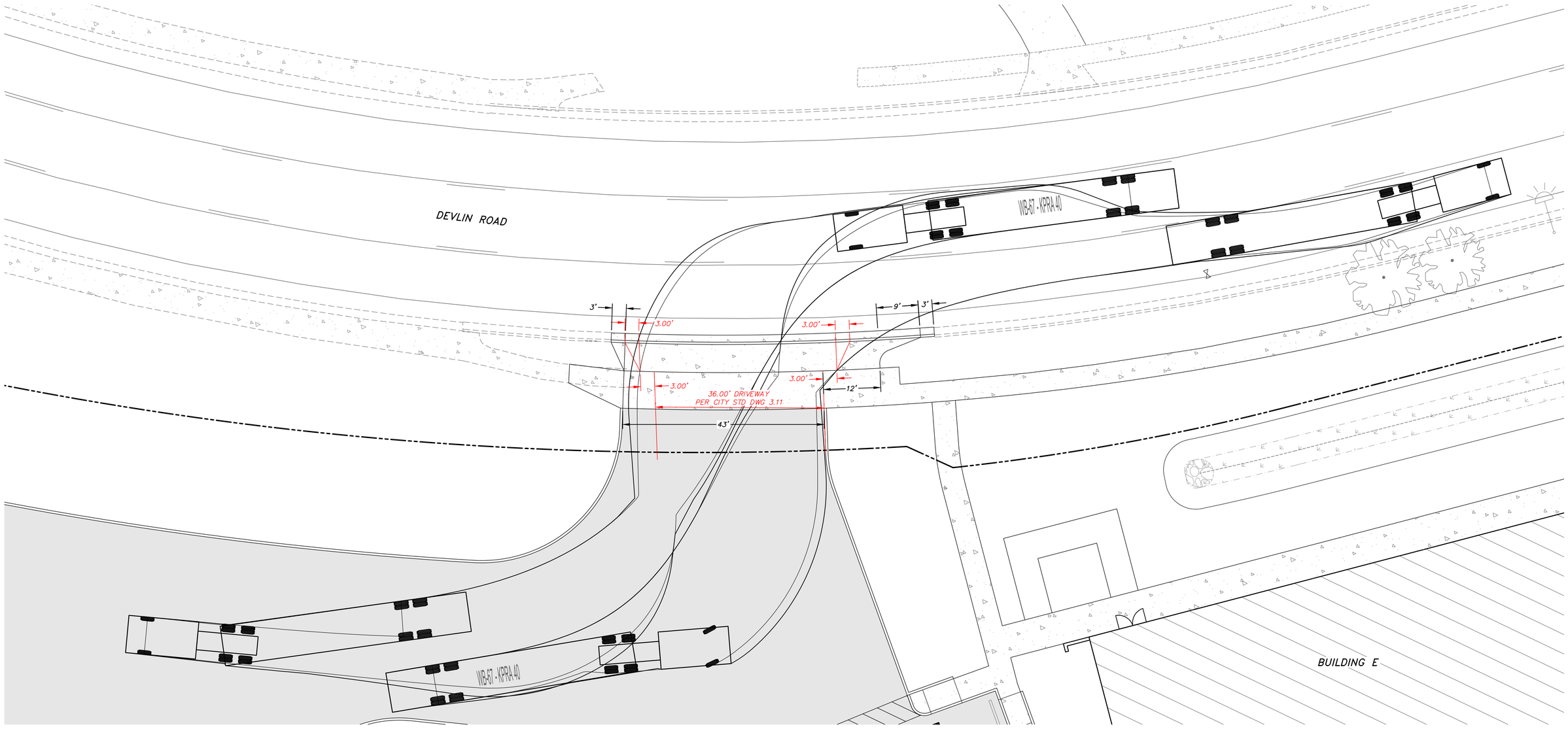
PROPOSED FIRE PLAN

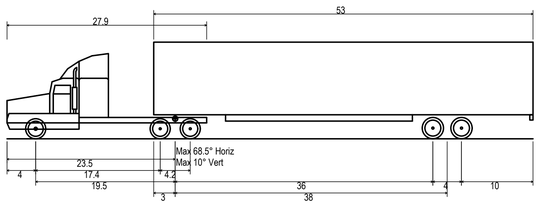
SCALE 1"=30'
DATE: 01-08-2024
JOB NO. 4775-1

7

SHEET 7 OF 10

X:\Land Projects\4775-1\dwg\4775-1_E-MM_03.dwg





WB-67 - KPRA 40	
Overall Length	73.501ft
Overall Width	8.500ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	28.40°

VARIANCE REQUEST:
APPLICANT REQUESTS A VARIANCE TO COMMERCIAL CURB CUTS & DRIVEWAY REGULATIONS (STANDARD DWG. # 3.11) TO ACCOMMODATE TRUCK TURN MOVEMENTS.

0 5 10 20
LM
SCALE: 1"=10'

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING E
920 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

DRIVEWAY VARIANCE PLAN

SCALE 1"=10'
DATE: 01-08-2024
JOB NO. 4775-1

8
SHEET 8 OF 10

X:\Land Projects\4775-1\dwg\4775-1_E-MM_07.dwg

DEVLIN ROAD

12+00

13+00

14+00

WB-67 - KPRA 40

3.00'

3.0'

3.00'

14.5'

3.0'

45.50'

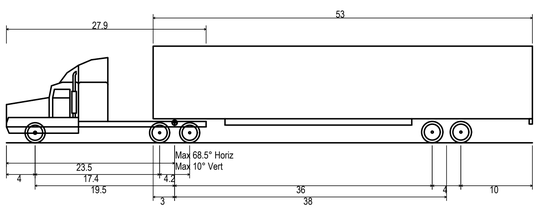
36.00' DRIVEWAY
PER CITY STD. DWG. 3.11

3.00'

3.00'

STOP

BUILDING D



WB-67 - KPRA 40

Overall Length	73.501ft
Overall Width	8.500ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	28.40°

VARIANCE REQUEST:
APPLICANT REQUESTS A VARIANCE TO COMMERCIAL CURB CUTS & DRIVEWAY REGULATIONS (STANDARD DWG. # 3.11) TO ACCOMMODATE TRUCK TURN MOVEMENTS.

0 5 10 20
LM
SCALE: 1"=10'

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING E
920 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

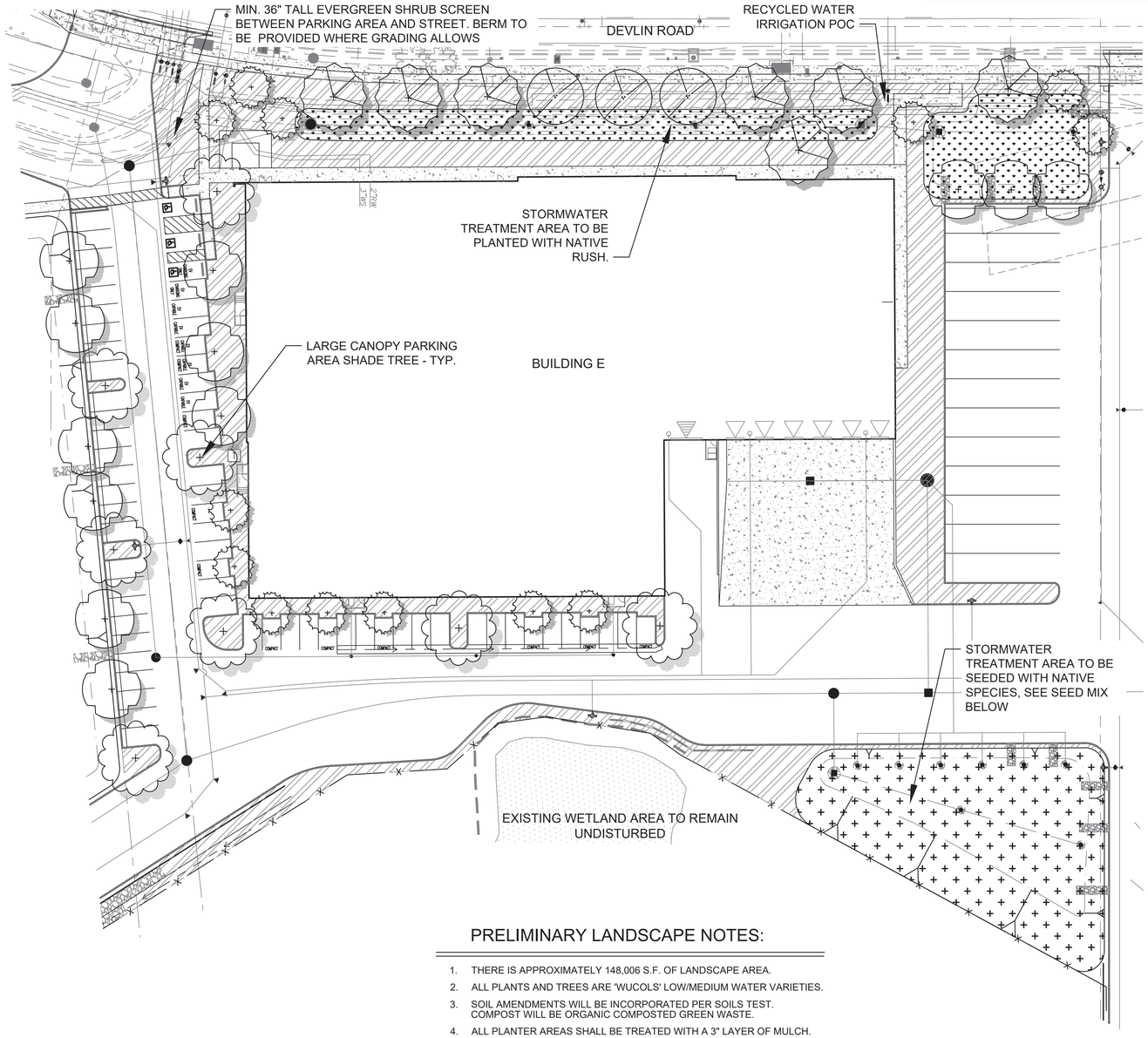
DRIVEWAY VARIANCE PLAN

SCALE 1"=10'
DATE: 01-08-2024
JOB NO. 4775-1

9
SHEET 9 OF 10

X:\Land Projects\4775-1\dwg\4775-1_E-MM_09.dwg

Attachment 2:
PL24-0016 NACC BLDG E MM - Landscape Plans



LANDSCAPE PLANT LIST:

PLANT LIST: WATER REGIME PLANT FACTOR REFERENCED ARE PER WUCOLS IV - ZONE 1
MATURE HABIT PER SUNSET WESTERN GARDEN BOOK

TREES

no.	NATIVE	BOTANICAL NAME	COMMON NAME	SIZE	WATER REGIME HYDROZONE	MATURE HABIT H X W
	X	LAURUS NOBILIS 'SARATOGA' Laurus nobilis 'Saratoga'	SARATOGA BAY LAUREL STD. TRUNK	15 GAL.	LOW	25' X 25'
		LAGERSTROEMIA F. 'CATAWBA'	CREPE MYRTLE	15 GAL.	LOW	15' X 15'
		PISTACIA CHINENSIS	CHINESE PISTACHE	15 GAL.	LOW	40' X 35'
		METROSIDEROS EXCELSA	NEW ZEALAND CHRISTMAS TREE	15 GAL.	LOW	30' X 30'
		QUERCUS SUBER	CORK OAK	15 GAL.	LOW	60' X 50'
	X	QUERCUS WIZLIZENII	INTERIOR LIVE OAK	15 GAL.	LOW	45' X 50'

GROUND COVER

					SPACING
	COPROSMA P. 'VERDE VISTA'	MIRROR PLANT	1 GAL.	LOW	36" O.C.
X	CEANOTHUS G.H. 'YANKEE POINT'	CALIFORNIA LILAC	1 GAL.	LOW	36" O.C.

SHRUBS

X	ARCTOSTAPHYLOS 'JOHN DOURLEY'	MANZANITA	5 GAL.	LOW	
	BERBERIS AUTROPURPUREA	JAPANESE PURPLE BARBERRY	5 GAL.	LOW	
	CEANOTHUS CONCHA	CALIFORNIA LILAC	5 GAL.	LOW	
X	HETEROMELES ARBUTIFOLIA	TOYON	5 GAL.	LOW	
	LOROPETALUM RAZZLEBERRI	RAZZLEBERRY	5 GAL.	MEDIUM	
	NANDINA DOMESTICA	HEAVENLY BAMBOO	5 GAL.	LOW	
	NERIUM O. 'PETITE RED'	DWARF RED OLEANDER	5 GAL.	LOW	
	MISCANTHUS 'YAKU JIMA'	EULALIA GRASS	5 GAL.	MEDIUM	
	PHOTINIA FRASERI	FRASER PHOTINIA	5 GAL.	MEDIUM	
	RHAPHIOLEPIS I. 'PINK LADY'	INDIAN HAWTHORNE	5 GAL.	LOW	
	ROSA 'RED CARPET'	RED CARPET ROSE	2 GAL.	MEDIUM	
	PHORMIUM RUBRA	PURPLE FLAX	5 GAL.	MEDIUM	
	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL.	LOW	
X	SALVIA GREGGII 'PURPLE'	AUTUMN SAGE	5 GAL.	LOW	
	VIBURNUM 'SPRING BOUQUET'	COMPACT LAURUSTINUS	5 GAL.	LOW	
	XYLOSMA C. 'COMPACTA'	COMPACT XYLOSMA	5 GAL.	LOW	

STORMWATER TREATMENT PLANTING

					SPACING
X	JUNCUS PATENS 'ELK BLUE'	ELK BLUE CALIFORNIA GRAY RUSH	1 GAL	LOW	36" O.C.
X	NATIVE SEED MIX SEE BELOW NON IRRIGATED	MFG. PACIFIC COAST SEED			

Preliminary MAWA

LA= 32,625 s.f.
SLA = 0 s.f.
ETo= 45.8 inches/year

MAWA = (ETo) x 0.62) x ((0.7xLA)+(0.3xSLA))
MAWA = 509,531 gallons per year

Preliminary ETWU

LA= 32,625 s.f.
SLA = 0 s.f.
ETo= 45.8 inches/year

ETWU = (ETo) x 0.62) x ((PFxHA/IE)+SLA))
ETWU = 343,118 gallons per year

PRELIMINARY LANDSCAPE NOTES:

1. THERE IS APPROXIMATELY 148,006 S.F. OF LANDSCAPE AREA.
2. ALL PLANTS AND TREES ARE 'WUCOLS' LOW/MEDIUM WATER VARIETIES.
3. SOIL AMENDMENTS WILL BE INCORPORATED PER SOILS TEST. COMPOST WILL BE ORGANIC COMPOSTED GREEN WASTE.
4. ALL PLANTER AREAS SHALL BE TREATED WITH A 3" LAYER OF MULCH.
5. THERE IS 12 % LANDSCAPE AREAS WITHIN THE PARKING AND CIRCULATION AREA.
6. THERE ARE 68 PARKING STALLS AND 23 SHADE TREES. 1 TREE PER 3 STALLS = 23 TREES.

PRELIMINARY IRRIGATION NOTES:

A FULLY AUTOMATIC IRRIGATION SYSTEM THAT MEETS THE CURRENT WATER EFFICIENT LANDSCAPE ORDINANCE REQUIREMENTS SHALL BE INSTALLED INCLUDING THE FOLLOWING:

1. AN 'ET' SMART CONTROLLER AND 'ET' SENSOR SHALL BE USED FOR WEATHER BASED IRRIGATION CONTROL.
2. A MASTER VALVE AND FLOW SENSOR SHALL BE INSTALLED IN THE SYSTEM.
3. ALL PLANTER AREAS SHALL BE IRRIGATED WITH PLACE-DRIP IRRIGATION.
4. TREES SHALL RECEIVE DEEP WATERING BUBBLERS.
5. 'WELO' DOCUMENTATION SHALL BE SUBMITTED WITH LANDSCAPE IMPROVEMENTS PLANS (CONSTRUCTION DOCUMENTS).
6. SEE RECYCLED WATER NOTES TO THE RIGHT

LANDSCAPE CALCULATIONS:

Total Site Area	269,802	s.f.
Total Landscape Area	148,006	s.f.
Landscape % of overall site	55	%
Landscape Planting Area Provided	24,675	s.f.
Irrigated Bio-Retention	7,950	s.f.
Non-irrigated Bio-Retention	10,718	s.f.
Existing Wetland Area to Remain Undisturbed	104,663	s.f.
Landscape Totals	148,006	s.f.

PRELIMINARY RECYCLED WATER NOTES

1. MAINLINE, QUICK COUPLERS AND VALVE BOX LIDS, AND PIPING SHALL HAVE RECYCLED WATER SYMBOL AND WARNING.
2. THE IRRIGATION SYSTEM SHALL MEET ALL CITY REQUIREMENTS FOR RECYCLED WATER.
3. A WATER METER IS REQUIRED FOR FOR RECYCLED WATER IRRIGATION CONNECTION PER INDIVIDUAL SYSTEMS
4. WARNING TAGS SHALL BE PURPLE PLASTIC AND BEAR THE WORDS "RECYCLED WATER" ON EACH SIDE (ONE IN ENGLISH, THE OTHER SIDE SPANISH)
5. WARNING TAGS SHALL BE INSTALLED ON THE WATER METER, BACKFLOW PREVENTER , VALVES, AND EXPOSED PIPING OF ALL RECYCLED WATER SYSTEMS PER THE CITY GUIDELINES: ANGLE STOP, METER AND BACKFLOW ARE PAINTED PURPLE.
6. ALL CONSTRUCTION SHALL CONFORM TO THE CURRENT VERSION OF "GUIDELINES FOR THE USE OF RECYCLED WATER" AVAILABLE BY WATER PURVEYOR.
7. THE IRRIGATION SHALL BE INSTALLED TO PREVENT RUNOFF AND PONDING. OVER SPRAY OR WIND DRIFT ONTO PAVING AREAS IS NOT PERMITTED. THE SITE WILL BE REQUIRED TO PASS A 'SPRINKLER COVERAGE TEST' ADMINISTERED BY CITY STAFF TO ENSURE RECYCLED WATER REMAINS IN AUTHORIZED USE AREAS ONLY. PROVIDE A MINIMUM OF 48 HOURS NOTICE WHEN CONTACTING THE CITY TO SCHEDULE THIS TEST.
8. ANY CONNECTIONS BETWEEN THE POTABLE WATER AND RECYCLED WATER ARE PROHIBITED.
9. THE CITY BUILDING DIVISION MUST BE NOTIFIED FOR INSPECTION AT LEAST 24 HRS. PRIOR TO BACK FILL OF THE POINT OF CONNECTION. CERTIFICATE OF FINAL COMPLETION SHALL BE SUBMITTED TO THE BUILDING INSPECTOR PRIOR TO FINAL OCCUPANCY.
10. SUBSTANTIAL CHANGES TO THE APPROVED PLANS SHALL BE SUBMITTED TO THE 'BUILDING AND WATER RESOURCE DIV.' FOR RE-APPROVAL AT LEAST TWO WEEKS PRIOR TO CONSTRUCTION.
11. IDENTIFICATION FOR RECYCLED WATER APPLIES TO ALL PIPING, MAINLINES AND LATERALS. QUICK COUPLING VALVES SHALL HAVE PURPLE LOCKING LIDS. ALL VALVES TO BE INSTALLED IN PURPLE VALVE BOXES. DEPTH OF COVER SHALL BE AT LEAST 24" FOR MAINLINES.
12. A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN POTABLE WATER AND RECYCLED WATER PIPING IS REQUIRED. AT CROSSINGS, RECYCLED WATER CONSTANT PRESSURE MAINS SHALL BE AT LEAST 12" BELOW POTABLE WATER PIPES WITHIN A 10' HORIZONTAL DISTANCE. LATERAL PIPING MAY CROSS ABOVE POTABLE WATER WITHIN A MINIMUM OF 12" CLEARANCE.
13. WHERE PIPE SLEEVES ARE USED, EITHER THE SLEEVE OR INTERIOR PIPE MUST BE IDENTIFIED AS RECYCLED WATER. IDENTIFICATION TAPE OR PURPLE COLORED PIPE IS PERMITTED ON THE SLEEVE. INTERIOR PIPE MUST BE PURPLE PIPE.
14. PURPLE PIPE SHALL NOT BE STORED IN DIRECT SUNLIGHT.
15. ALL IRRIGATION HEADS TO BE MARKED WITH RECYCLED WATER IDENTIFICATION CAPS.
16. HOSE BIBBS SHALL NOT BE USED.

STORMWATER TREATMENT BASIN SEED MIX

48 LBS. PER ACRE PACIFIC COAST SEED

APPLY COMPACT BIO SWALE MIX VIA HYDROSEED AT THE FOLLOWING RATES:
BIO SWALE SEE MIX - 48/LBS. PER ACRE
MULCH - 2,000 LBS PER ACRE
M-BINDER TACKIFIER - 180 LBS. PER ACRE

FESTUCA RUBRA, MOLATE FESCUE
ACHILLEA MILLEFOLIUM, COMMON YARROW
CAREX BARBAREA, SANTA BARBARA SEDGE
OENETHERA HOOKERI, HOOKER'S EVENING PRIMROSE

0 15 30 60
Scale 1" = 30 ft
sheet size = 24" x 36"

BEFORE EXCAVATING CALL: 811
48-HOURS BEFORE ALL PLANNED WORK OPERATIONS
811
Know what's below.
Call before you dig.

GreenDesign
Landscape Architects, Inc.
1464 Popinjay Drive Reno, NV.
p: 775 829 1364 email: bhatch00@charter.net

Napa Airport Corporate Center Building 'E'

920 Devlin Road American Canyon, CA 94508

ISSUE	DATE
--	--.--.--

LICENSED LANDSCAPE ARCHITECT
BARBARA M. HATCH
No. 4511
Expiration Date 12-31-25
Renewal Date 1-6-24
STATE OF CALIFORNIA

OWNERSHIP AND USE OF DOCUMENTS
All Drawings, Specifications and copies thereof furnished by Green Design Landscape Architecture are and shall remain its property. They are to be used only with respect to this Project and are not to be used on any other project. Submission or distribution to meet official regulatory requirements or for purposes in connection with the Project is not to be construed as publication in derogation of Green Design Landscape Architecture, common law copyright or other reserved rights.

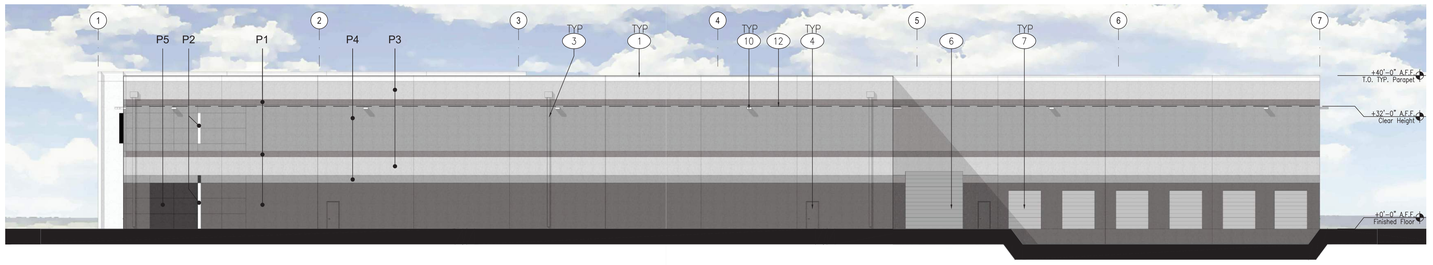
Approved	bh		
Drawn	kh	Reviewed	bh
Project No.	--.--.--		
Scale	---	Issue Date	-.-.-

Preliminary Landscape Plan

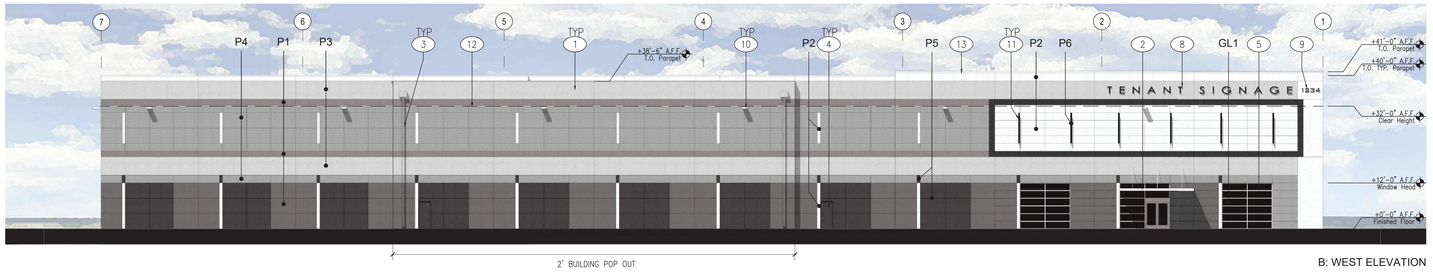
L1.1

Attachment 3:
PL24-0016 NACC BLDG E MM - Exterior Elevations

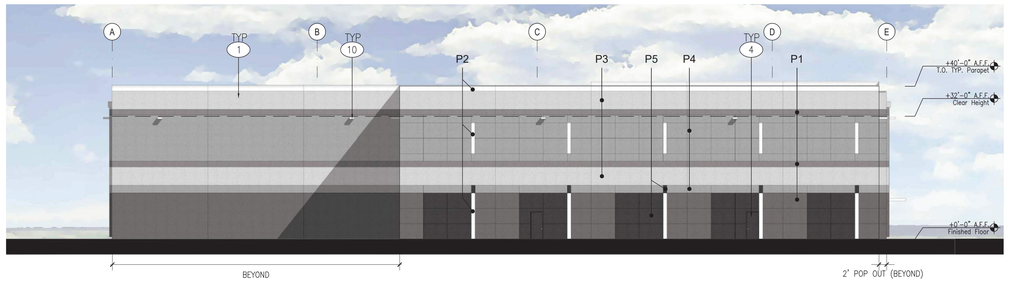
City of American Canyon
Planning Division Approval
2/19/2025
Authorized Signature Date



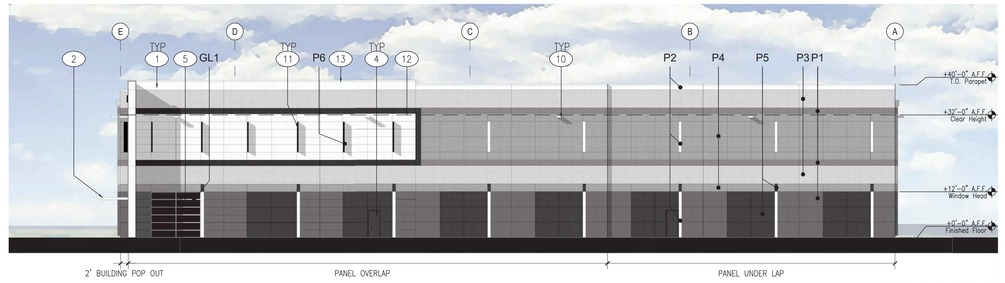
A: EAST ELEVATION



B: WEST ELEVATION



D: NORTH ELEVATION



D: SOUTH ELEVATION



E: PERSPECTIVE VIEW OF MAIN ENTRY

0' 8' 16' 32'

EXTERIOR ELEVATIONS
SCALE: 1/16" = 1'-0"
1

FINISH LEGEND:

GL1 : 1" DUAL GLAZED INSULATING UNITS IN ALUMINUM FRAMES
OUTSIDE PANE: VITRO GRAYLITE II 1/4" THICK DARK GRAY VISION GLAZ.
INSIDE PANE: CLEAR FLOAT 1/4" GLASS
FRAMES: THERMALLY BROKEN CLEAR ANODIZED ALUMINUM FRAMES

P1: ELASTOMERIC PAINT
SHERWIN WILLIAMS SW7067 CITYSCAPE

P2: ELASTOMERIC PAINT
SHERWIN WILLIAMS SW7008 ALABASTER

P3: ELASTOMERIC PAINT
SHERWIN WILLIAMS SW7016 PASSIVE

P4: ELASTOMERIC PAINT
SHERWIN WILLIAMS SW7660 EARL GREY

P5: ELASTOMERIC PAINT
SHERWIN WILLIAMS SW7069 IRON ORE

P6: ELASTOMERIC PAINT
SHERWIN WILLIAMS SW6990 CAVIAR

KEYNOTES:

1. TYPICAL SITE CAST, CONCRETE TILT-UP PANELS WITH 3/4" REVEALS AND A MULTI COLOR COATING SYSTEM.
2. PAINTED STEEL ENTRY CANOPY
3. METAL SURFACE MOUNTED SCUPPERS AND DOWNSPOUTS. PAINT TO MATCH ADJACENT PANEL COLOR.
4. TYPICAL 3' X 7' STEEL MAN DOOR WITH LIGHT FIXTURE CENTERED OVER DOOR. PAINT TO MATCH ADJACENT PANEL COLOR.
5. TYPICAL WINDOW SYSTEM: DUAL PANE GLAZING IN 2" x 4" (NOMINAL) THERMALLY BROKEN, CLEAR ANODIZED ALUMINUM FRAMES. GLAZING TO BE TINTED WITH LOW-E COATING. STOREFRONT DOORS TO MATCH WINDOW SYSTEM.
6. 15' X 15' GRADE LEVEL O.H. SECTIONAL ROLL UP DOOR
7. 8'-6" X 10' DOCK LEVEL O.H. SECTIONAL ROLL UP DOOR
8. TENANT SIGNAGE: UNDER SEPARATE PERMIT AT TIME OF TENANT IMPROVEMENTS
9. ADDRESS SIGNAGE PER BUILDING, FIRE, AND SHERIFF DEPT REQUIREMENTS.
10. SURFACE MOUNTED LIGHT FIXTURE.
11. SURFACE MOUNTED BENT PLATE STEEL OR ALUMINUM 'ACCENT FINS'. PAINT AS SPECIFIED.
12. DASHED LINE INDICATES INTERNAL CLEAR HEIGHT.
13. FUTURE ROOF MOUNTED HVAC EQUIPMENT TO BE SCREENED FROM VIEWS FROM THE PUBLIC ROAD WAYS. SCREENING TO BE ACCOMPLISHED VIA THE BUILDING PARAPET OR A MECHANICAL SCREEN AS DEEMED NECESSARY BY THE PLANNING DEPARTMENT AT THE TIME WHEN THE FUTURE EQUIPMENT IS LOCATED AND SIZED.
14. STEEL DOCK STAIRS. PAINT AS SPECIFIED.

RMW
RMW Architecture Interiors
1718 Third Street
Suite 101
Sacramento
California 95811
Office
916 449-1400
rmw.com

OWNER / DEVELOPER:

502 WHITMORE AVE
MODESTO, CA
CONTACT: STEVE LAY
PHONE: 209.252.1295

PRELIMINARY DESIGN DOCUMENTS FOR:

NEW INDUSTRIAL/ MANUFACTURING BUILDINGS

BUILDING E
920 DEVLIN ROAD
AMERICAN CANYON, CA 94503
PL24-0016

approved for the owner by :

approved for the architect by :

issue : description : date :

GENERAL CONTRACTOR:

drawn by : EF plot date : 09-05-2024

checked by : JDL

stamp

LICENSED ARCHITECT
JEFFREY D. LEONHARDT
NO. C33644
REN. 12-31-25
STATE OF CALIFORNIA

scale : AS NOTED

project number : 2234116

EXTERIOR ELEVATIONS BUILDING E

sheet no. :

A03.4

EXHIBIT D
Applicant Confirmation of Conditions of Approval
NACC BLDG E Minor Modification
(FILE NO. PL24-0016)

As shown by my signature below, I confirm that I understand and agree to abide by the conditions of approval included in the Minor Modification Approval dated February 19, 2025.

_____ _____
Applicant's signature Date

_____
Applicant's name

_____ _____
Property Owner's signature Date

_____
Property Owner's name

Please return signed confirmation to the City of American Canyon Community Development Department, 4381 Broadway, Suite 201, American Canyon, CA 94503

EXHIBIT D

SUBSEQUENT APPROVAL – MINOR MODIFICATION PL24-0017

[to be inserted]

EXHIBIT D

CITY OF AMERICAN CANYON
COMMUNITY DEVELOPMENT DEPARTMENT

Sent by Email to:
Steven Lay, stevenlay@g3enterprises.com
Jeff Leonhardt, jleonhardt@rmw.com
Paymon Fardanesh, pay@lmce.net

February 19, 2025

Steven Lay
G3 Enterprises
502 E Whitmore Ave
Modesto, CA 95358

Subject: Approval of the NACC Building G Minor Modification (AA2025-03/PL24-0017) at 940 Devlin Road, APN 057-090-086

Dear Steven Lay:

I am pleased to inform you that the Napa Airport Commerce Center (NACC) Minor Modification Building G (PL24-0017) at 940 Devlin Rd, APN 057-090-086, is approved with conditions. The Napa Airport Commerce Center (NACC) site consists of five industrial buildings of approximately 284,540 SF on a 30.28-acre site in the Napa County Airport Industrial Area Specific Plan (NCAIASP). The Building G Modification consists of the following:

a. Modifies the dock layout.
b. Reduces the number of truck docks from 17 to 15.
c. Reduce the number of parking stalls from 128 to 78.
d. Revises trailer stall parking layout north of the building.
e. Increases the building size from 93,720 SF to 98,143 SF (approximately 4.7% increase)
f. Changes to exterior elevations
g. Modifies the landscape plans

The goal of the changes is to increase the size of the building, develop more efficient vehicle circulation, and modernize the building facades.

In accordance with ACMC Section 19.45.030(D), approval of a minor modification must meet the following four findings.

1. The modification is in substantial conformity with the previously approved plan or permit, or if the change is substantive, that the revised project is equivalent to the original project design concept in terms of consistency with city design and development standards and policies.

The proposed modification changes the site parking layout, increases the building size by 4.7%, and changes the exterior facades. The orientation and use classification of the building remains the same. The project is in substantial conformance of the original project (PL14-0022) and the previous minor modification (PL20-0017).

2. The modification will not create impacts substantially different from those of the previously approved project.

The original project consisted of a 146,959 SF building with 88 parking spaces. In July 2020, the City approved a Minor Modification (PL20-0017) to the project and decreased the building to 93,720 SF and increased the parking spaces to a total of 128. The current modification proposes a 98,143 SF building with 78 parking spaces, which is similar to the previous Minor Modification approval. This modification will not create impacts substantially different from the approved project.

3. The granting of the modification will not be materially detrimental to the public health, safety, or welfare, or to property or residents in the vicinity.

The modification is a reduction in scale from the previously approved Minor Modification design. There are no indications of detrimental effects to people or property in the vicinity.

4. The proposed modification is consistent with the policies and exhibits contained in the general plan.

The modification is consistent with the general plan because the changes to the building size and parking spaces meet the design criteria for height, bulk, and lot coverage. The modified building size does not visually conflict with the character of the surrounding industrial business area. The updated architectural facades provide a modern look to the building, which will be consistent with the five buildings proposed in the NACC site.

Conditions of Approval

General

1. The applicant shall defend, indemnify, and hold harmless the City of American Canyon ("City"), its elected officials, officers, employees, attorneys, representatives, boards, commissions, consultants, volunteers and agents from and against all claims, actions, including actions to arbitrate or mediate, damages, losses, judgments, liabilities, expenses and other costs, or proceedings against the City, its elected officials, officers, employees, attorneys, representatives, boards, commissions, volunteers, or agents to attack, modify, set aside, void, or annul an approval, conditional approval, permit, entitlement, environmental document, environmental clearance, mitigation plan, or any other document or any of the proceedings, acts, or determinations taken, done, or made prior to granting of such approval, conditional approval, permit, entitlement, environmental clearance, environmental document, mitigation plan, or other documents, by the City, including, without limitation, an action against an advisory agency, appeal board, or legislative body within the applicable limitation period.

The obligation to defend, indemnify and hold the City harmless shall include the payment of all legal costs and attorney's fees (including a third party award of attorney's fees), arising out of, resulting from, or in connection with the City's act or acts leading up to and including approval of any environmental document or mitigation plan granting approvals to the applicant, incurred on behalf of, or by, the City, its elected officials, officers, employees, representatives, attorneys, boards, commissions, volunteers and agents in connection with the defense of any claim, action, or proceeding challenging the entire or a portion of an approval, conditional approval, permit, entitlement or any other document of any related claim.

The obligation to defend, indemnify, and hold the City harmless shall include, but not be limited to, the cost of preparation of any administrative record by the City, staff time, copying costs, court costs, or attorney's fees arising out of a suit or challenge contesting the adequacy of a permit, approval, conditional approval, entitlement, environmental document, mitigation plan, environmental clearance, or any other document or approval related to the applicant's project.

The City will promptly notify the applicant of any claim, action, or proceeding and will cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim, action, or proceeding, or the City fails to cooperate fully in the defense, the applicant shall not be responsible to defend, indemnify, or hold harmless the City.

In the event a legal challenge to a City permit, approval, conditional approval, environmental document, environmental clearance, mitigation plan, entitlement or any other document, proceeding, determination, or action related to the applicant's project is successful, and an award of attorneys' fees is granted against the City, the applicant shall be responsible to timely pay the full amount of such an award.

2. The approval shall become effective on the expiration of the appeal period, ten (10) calendar days following the decision, unless an appeal is filed. An appeal may be filed with the Community Development Director by filling out an Appeal Form accompanied by a fee of $795.

3. The applicant is responsible for paying all charges related to the processing of this discretionary case application prior to the issuance of building or any other permits for this project. Failure to pay all charges shall result in delays in the issuance of required permits or the revocation of the approval of this application.

4. Prior to obtaining a building permit, all parties working on the project shall obtain a business license from the City.

Planning Division

5. The Community Development Director shall review any deviations from the approved permit. The project proposes a Minor Modification (PL24-0017) to NACC Building G. The modifications consist of the following:
    a. Modifies the dock layout.
    b. Reduces the number of truck docks from 17 to 15.
    c. Reduce the number of parking stalls from 128 to 78.
    d. Revises trailer stall parking layout north of the building.
    e. Increases the building size from 93,720 SF to 98,143 SF (approximately 4.7% increase)
    f. Changes to exterior elevations
    g. Modifies the landscape plans

    The modifications are described in the site plan, landscaping plan, and architectural elevations shown in Exhibits A, B, and C. In the event the Community Development Director determines that the project is not in substantial conformance with the approval, the applicant shall submit a new application for a Design Permit or a Minor or Major Modification depending on which application is required by the zoning code.

6. All conditions of approval from Resolution 2018-86 (NACC Tentative Subdivision Map), Resolution 2018-89 (NACC Building G Design Permit), and Ordinance 2020-03 (NACC Development Agreement), remain in effect.

7. Prior to the effective date of the Minor Modification Permit, the applicant and property owner shall sign the agreement to the conditions of approval. The form is available as Exhibit D.

Building Division

8. Prior to construction of the Minor Modification improvements, the applicant shall obtain a building permit.

9. Prior to the final inspection, the applicant shall submit a letter of certification to the Building Official from the project architect certifying that all improvements have been constructed in accordance with the approved building plans.

10. Construction activities on the site shall be limited to between 7:00 a.m. and 6:00 p.m. Monday through Friday. Work between the hours of 6:00 pm and 7:00 am and work on weekends and holidays requires prior written approval from the Building Official. If weekends and holiday work is approved construction and grading activities on the site shall be limited to between 8:00 a.m. to6:00 p.m. on Saturdays, and between 10:00 a.m. and 6:00 p.m. on Sundays and State and Federal holidays.

11. Recycling of Construction and Demolition Debris: Prior to issuance of a building permit, the applicant shall submit a plan for the diversion of at least 70 percent of the debris from the building demolition and construction. The plan shall include the qualified recycler that will be used, the

methods of managing diversion of construction materials on site, and the proposed documentation that will be submitted to confirm that the diversion goal has been met.

12. Deferred Submittals: Prior to issuance of a building permit, the applicant shall submit a request to the Chief Building Official for any proposed deferred submittals on a form provided by the Building and Safety Division. The Deferred Submittal request shall include a justification for each proposed deferred submittal.

13. Accessibility: Prior to the final inspection, a Certified Access Specialist (CASp) shall submit a letter certifying that all improvements have been constructed in compliance with applicable state and federal accessibility standards.

14. NVUSD Developer Fees: Prior to issuance of each building permit, the applicant shall submit a Certificate of Compliance from the Napa Valley Unified School District (NVUSD). For more information contact NVUSD Developer Fees, link here: https://www.nvusd.org/doing-business-with-us/developerfees-clone .

Fire District

15. The buildings will be subject to the District's aerial apparatus impact fees as well as the fire impact fees due to the height of the buildings.

16. All Fire related underground piping and fire appurtenances shall be shown on the Civil plan submittal. In addition to the Civil plan submittal, at least (1) plan set under separate cover shall be submitted to American Canyon Building Division for routing to the American Canyon Fire Protection District detailing all underground piping and related fire appurtenances including but not limited to underground piping, underground sweep detail, underground trench details showing depth of burial, type of backfill, manufacturer's specifications of piping, valves joints, fittings and calculated size and locations of thrust blocks, hydrants locations (designate public or private), gate shut-off valves, PIV's, FDC's, fire pumps, fire pump and/or riser rooms.

17. Underground utility contractor, architect, and fire sprinkler contractor shall coordinate the location of risers and control valves prior to the issuance of a building permit.

18. An approved water supply capable of supplying the required fire flow for fire protection systems shall be provided to all premises upon which facilities or buildings are hereby constructed or moved into or within the City. Required fire flow and hydrant distribution shall be in accordance with Appendix B and C of the California Fire Code. Applicant shall demonstrate on plan submittal; square footage of each building on plan and provide the required fire flow information. Applicant shall demonstrate that the number and spacing of onsite fire hydrants meets with requirements of the California Fire Code. ***See sample below regarding fire flow and hydrant detail information needed.***

BUILDING FIRE FLOW REQUIREMENTS – CFC TABLES B105.2 & B105.1(2)

INFORMATION BELOW IS A SAMPLE AND FOR REFERENCE ONLY

Table B105.1(2) – Building size = 129, 600 square feet
Construction type = Type IIA
FF = 5,250 gpm at 20 psi
Duration = 4 hours

Table B105.2 – Fire sprinkler allowance = - 50%
5,250 – 2,625 = 2,625 gpm
FF = 2,625 gpm @ 20 psi
Duration = 2 hours

Table CC105.1 – Approximate number of hydrants = 3
Average spacing = 400 feet + 25% allowable increase = 500
Maximum distance from street or frontage = 225 feet = 50% allowable increase = 337.5

19. Fire Protection systems shall be installed in accordance with provisions set forth in the California Fire Code as amended by the American Canyon Fire Protection District and the applicable National Fire Protection Association Standard.

20. Fire Apparatus Access Roads shall be designed in accordance with provisions set forth in the California Fire Code Chapter 5 and Appendix D as amended by the American Canyon Fire Protection District and the applicable Public Works Standard.

21. Access roads shall be completed with all-weather surfaces prior to the stockpiling of combustible materials or beginning combustible construction. Fire apparatus access shall be provided to within 150 feet of the most remote portions of all building from an approved exterior route. If this cannot be achieved fire apparatus turn arounds will be needed.

22. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Vertical traffic calming in the form of speed pumps, humps or dips are prohibited along fire access roads without prior approval of the fire Code Official. The minimum width and clearances established in Section 503.2.1 shall be maintained at all times.

23. Where applicable improvement plan submittals for permit shall include locations of fire lane red curbing and fire lane signage. Please refer to and include City Public Works Standard FP-2A & 2B with plan submittals for permitting.

24. The City of American Canyon requires that a fire hydrant be in service within 250 feet of the furthest point of construction prior to the stockpiling of combustible materials for the beginning of construction.

25. Fire Department Connections (FDC) shall be located not more than 100 ft. from the nearest fire hydrant.

Public Works

26. Per CC Resolution 2018-86 Condition #37 a.2: Developer is required to install an 8-feet wide Class 1 multi-use path along the entire length of South Kelly Road frontage from Devlin Road to SR29. The Developer asked the City to include the Vine Trail portion within the Caltrans right-of-way with the South Kelly Road Improvements Project, TR23-0200, as a reimbursable item. The Developer will reimburse the City for the cost of the portion of the Vine Trail within the Caltrans right-of-way, including engineering, permitting and construction. Prior to approval of the Improvement Plans, Developer shall enter into a reimbursement agreement with the City.

27. Per CC Resolution 2018-86 Condition #37 b: Developer is required to install a 12" recycled water main from the end of the existing recycled water main in Devlin Road extending within South Kelly Road to the frontage of Lot 1. Developer asked the City to include the installation of the 12" recycled water main with the South Kelly Road Improvements Project, TR23-0200, as a reimbursable item. Developer will reimburse the City for the cost of the 12" recycled water main installation, including engineering, permitting and construction. Prior to approval of the Improvement Plans, Developer shall enter into a reimbursement agreement with the City.

28. Driveways do not conform to City Standard Drawing #3.11. A Design and Construction Exception approval shall be obtained prior to submittal of the Improvement Plans.

29. Prior to recordation of the Final Map, Lot G shall convey all private reciprocal easements with Lot E for the construction, use and/or maintenance of roads or other access, pedestrian access, drainage facilities, utilities and post-construction storm water management facilities on the Final Map or by separate easements.

30. Prior to recordation of the Final Map, Lot G shall establish a Shared Maintenance Agreement with Lot E for the long term and ongoing maintenance and operation of all shared private improvements. Specifically, the parcel owners shall be responsible for the ongoing maintenance and operation of all onsite stormwater quality facilities, shared storm drains, and shared access roads. The Shared Maintenance Agreement shall be prepared to run with the land of each parcel. The Shared Maintenance Agreement shall be submitted to the City for review and approval prior to recordation.

We look forward to working with you on this project. Should you have any questions, please contact me by e-mail at whe@americancanyon.gov , or by phone at 707-647-4337.

Sincerely,

City of American Canyon



William He, AICP
Senior Planner, Community Development Department

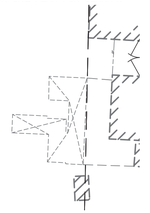
Attachments:
1. Exhibit A: Project Site Plan
2. Exhibit B: Landscaping Plan
3. Exhibit C: Architectural Plan
4. Exhibit D: Confirmation of Conditions of Approval

EC: Project Review Committee
File

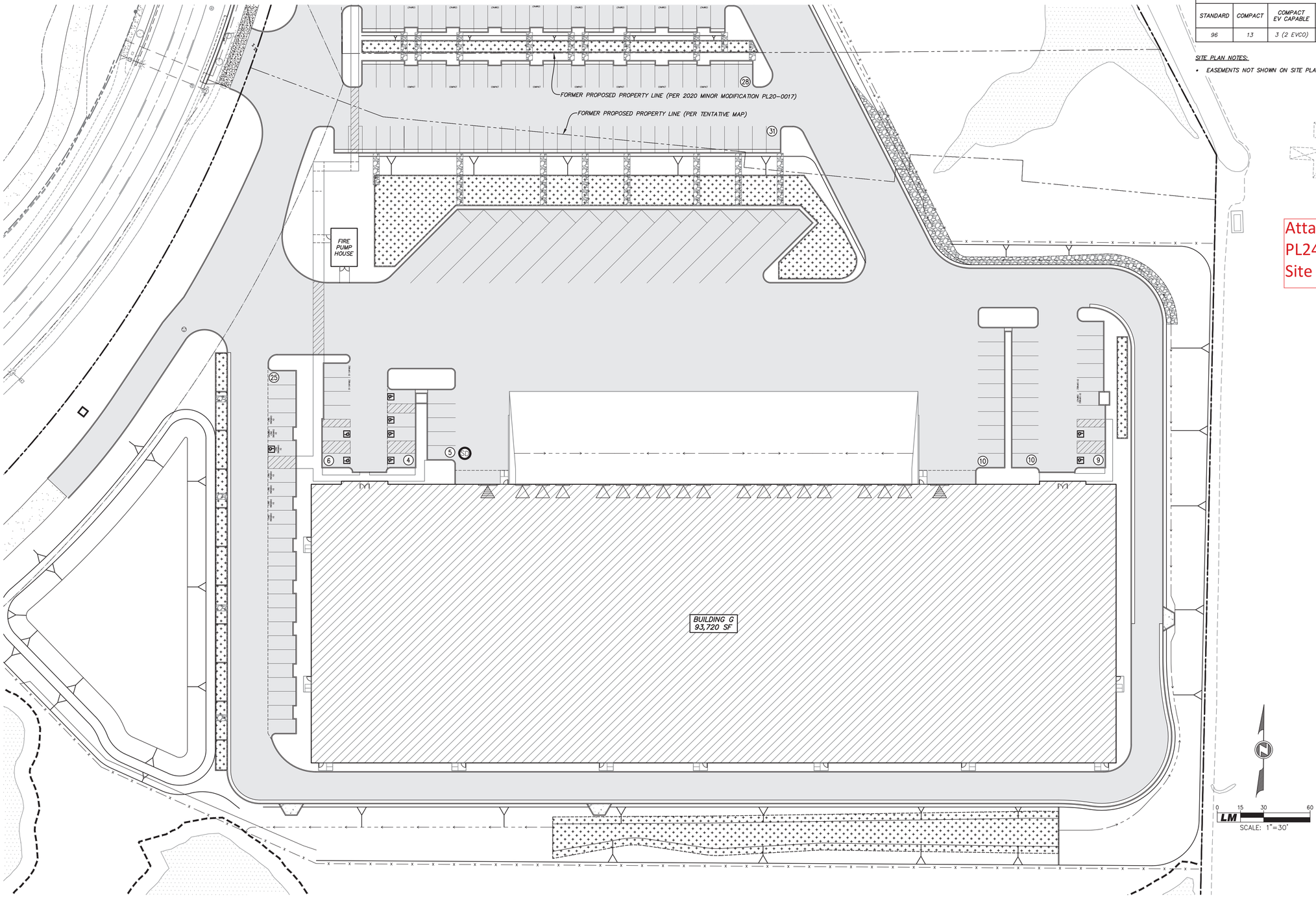
APPROVED PARKING							
STANDARD	COMPACT	COMPACT EV CAPABLE	ACCESSIBLE	ACCESSIBLE EV CHARGING ONLY	STANDARD EV CHARGING ONLY	STANDARD EV CAPABLE	TOTAL
96	13	3 (2 EVCO)	8 (3 VAN)	1 VAN	4	3	128

SITE PLAN NOTES:

- EASEMENTS NOT SHOWN ON SITE PLAN FOR CLARITY.



Attachment 1:
PL24-0017 NACC BLDG G MM - Site Plan



City of American Canyon
Planning Division Approval

2/19/2025

Authorized Signature Date

SHEET INDEX

No.	TITLE
1	APPROVED SITE PLAN (PL20-0017)
2	PROPOSED SITE PLAN (PL24-0017)
3	GRADING PLAN
4	GRADING PLAN
5	GRADING PLAN
6	GRADING PLAN
7	UTILITY PLAN
8	TYPICAL CROSS SECTIONS
9	PROPOSED FIRE PLAN
10	DRIVEWAY VARIANCE PLAN
L1.1	PRELIMINARY LANDSCAPE PLAN

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING G
940 DEVLIN ROAD CITY OF AMERICAN CANYON CALIFORNIA

APPROVED SITE PLAN (PL20-0017)

SCALE 1"=30'
DATE: 01-08-2024
JOB NO. 4775-1

1
SHEET 1 OF 11

X:\Land Projects\4775-1\dwg\4775-1_G-MM_01.dwg

PROPOSED PARKING							
STANDARD	COMPACT	COMPACT EV CAPABLE	ACCESSIBLE	ACCESSIBLE EV CHARGING ONLY	STANDARD EV CHARGING ONLY	STANDARD EV CAPABLE	TOTAL
45	6	1 EVCO	2 (1 VAN)	2 VAN	3	19	78

SITE PLAN NOTES:

- EASEMENTS NOT SHOWN ON SITE PLAN FOR CLARITY.

PARKING REQUIREMENTS	
BUILDING	G
WAREHOUSING/STORAGE SF	94,143
REQUIRED STALLS (SEE NOTE 1)	57
OFFICE SPACE SF	4,000
REQUIRED STALLS (SEE NOTE 2)	14
TOTAL STALLS REQUIRED	71

NOTES:
1. 1 STALL PER 1,000 SF OF FIRST 20,000 SF, PLUS 1 PER 2,000 SF THEREAFTER.
2. 1 STALL PER 300 SF.

SCALE: 1"=30'

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING G
940 DEVLIN ROAD CITY OF AMERICAN CANYON CALIFORNIA

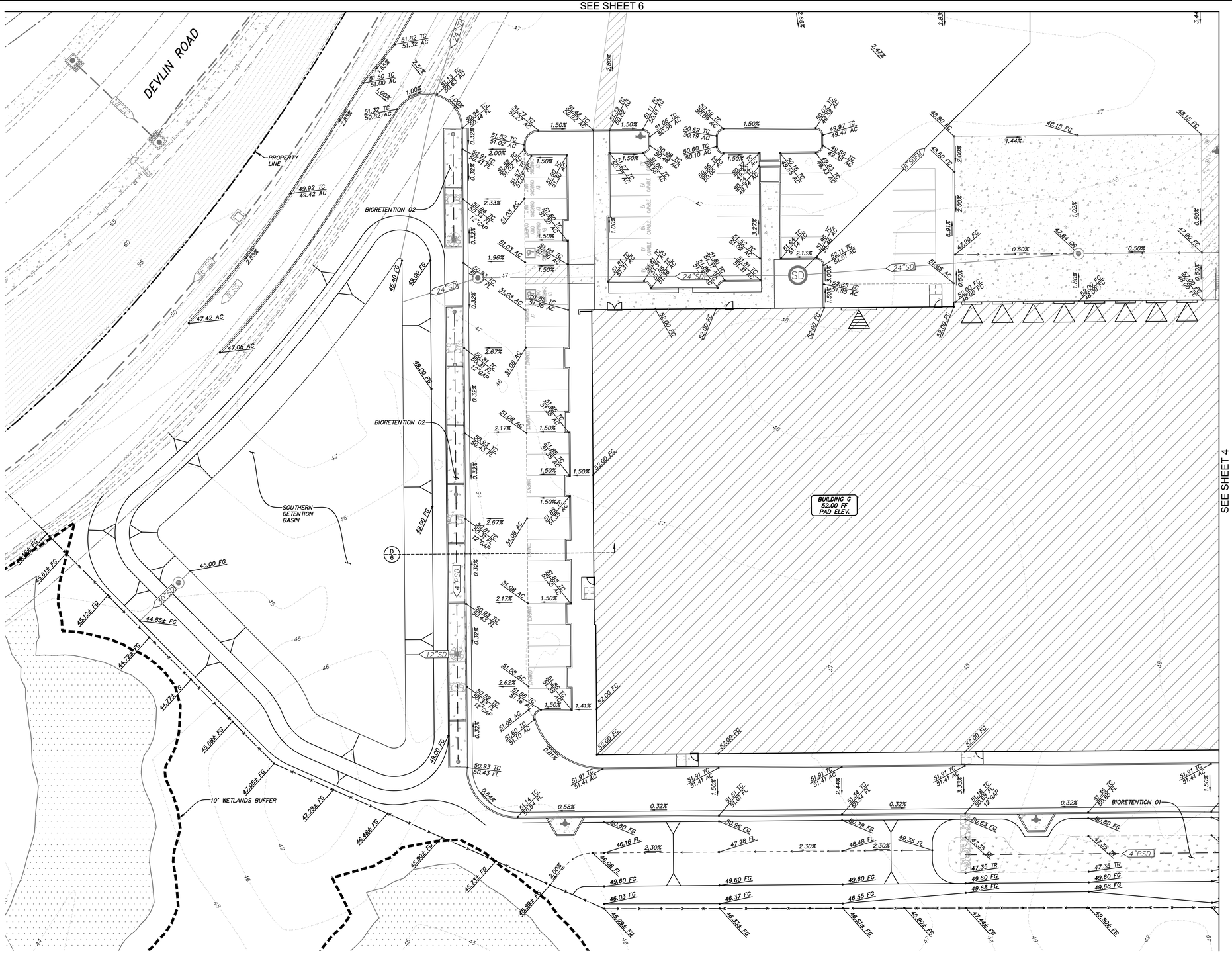
PROPOSED SITE PLAN (PL24-0017)

SCALE 1"=30'
DATE: 01-08-2024
JOB NO. 4775-1

2
SHEET 2 OF 11

X:\Land Projects\4775-1\dwg\4775-1_G-MM_02.dwg

SEE SHEET 6



GRADING LEGEND:

- R- -R- -R- -R- -R- - – PROPOSED RIDGE LINE
- ——→ - - —— – PROPOSED PAVEMENT FLOW LINE
- 60.50 TC / 60.00 AC – PROPOSED ELEVATION (DESCRIPTIONS AS LISTED BELOW)
  - TC: TOP OF CURB
  - FF: FINISHED FLOOR
  - FL: FLOW LINE
  - AC: ASPHALTIC CONCRETE
  - FG: FINISHED GROUND
- – PROPOSED BIORETENTION FACILITY

GENERAL NOTES:

1. TOP OF CURB (TC) = 0.5' + PAVEMENT ELEVATION (AC), FLOWLINE ELEVATION (FL), OR CONCRETE ELEVATION (FC), UNLESS OTHERWISE NOTED.
2. ALL ACCESSIBLE PARKING/LOADING AREAS SHALL HAVE NO MORE THAN 1.5% MAXIMUM SLOPE IN ANY DIRECTION.
3. ALL ACCESSIBLE PATHS OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE, HAVING A MAXIMUM 1/2" ABRUPT CHANGE IN ELEVATION, A MAXIMUM 5% SLOPE (IN THE DIRECTION OF TRAVEL) OR CURB RAMP AS NECESSARY, A MAXIMUM CROSS SLOPE OF 1.5%, AND A MINIMUM WIDTH OF 48". IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT RAMPS AND ACCESSIBLE PATHS OF TRAVEL MEET THESE REQUIREMENTS. ANY RAMPS FOUND OUT OF COMPLIANCE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

0 10 20 40
LM
SCALE: 1"=20'

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

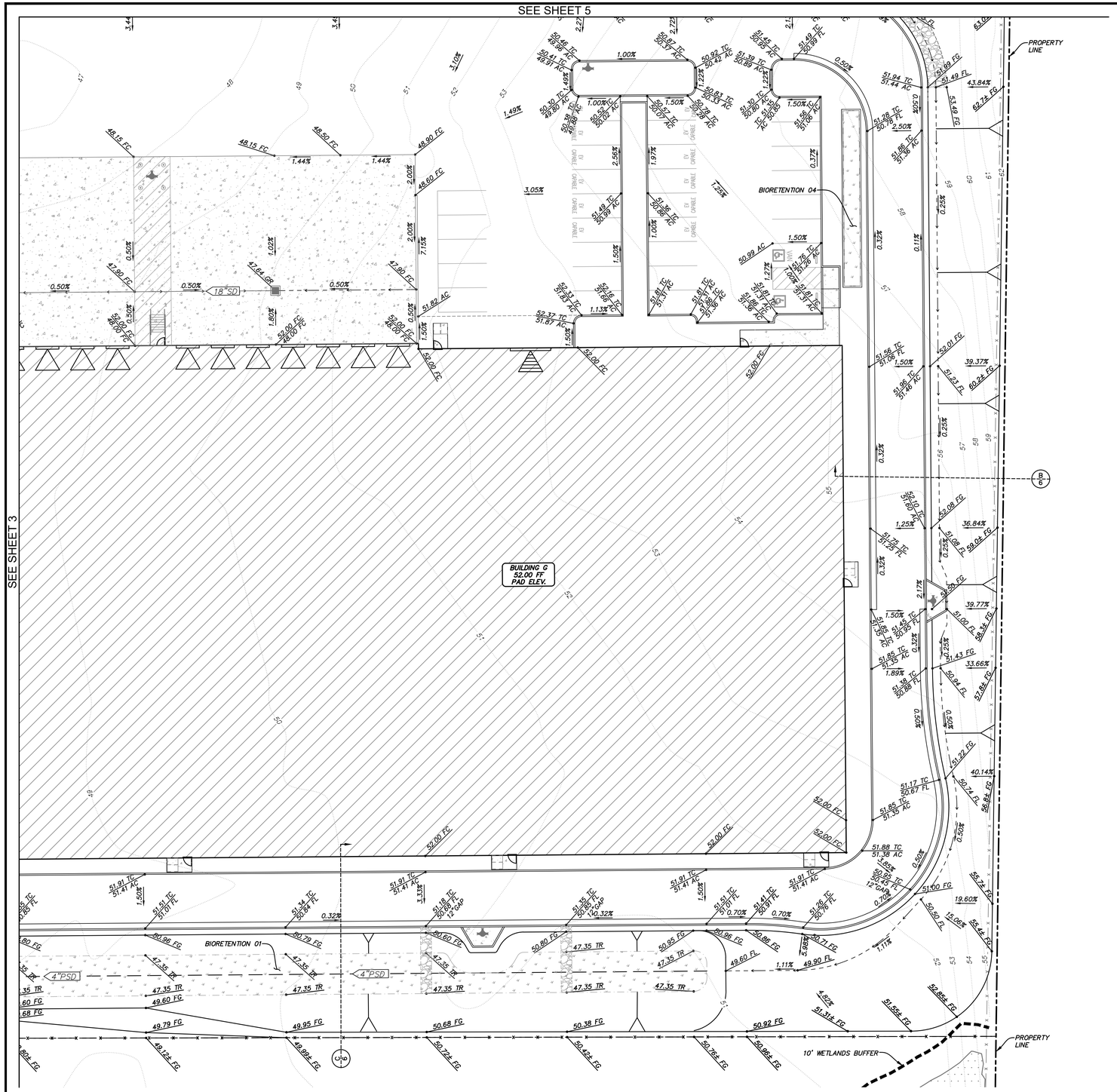
MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING G
940 DEVLIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

GRADING PLAN

SCALE 1"=20'
DATE: 01-08-2024
JOB NO. 4775-1

3
SHEET 3 OF 10

X:\Land Projects\4775-1\dwg\4775-1_C301.dwg



GRADING LEGEND:

- -R- -R- -R- -R- - – PROPOSED RIDGE LINE
- ——→ - - —— – PROPOSED PAVEMENT FLOW LINE
- 60.50 TC / 60.00 AC – PROPOSED ELEVATION (DESCRIPTIONS AS LISTED BELOW)
  - TC: TOP OF CURB
  - FF: FINISHED FLOOR
  - FL: FLOW LINE
  - AC: ASPHALTIC CONCRETE
  - FG: FINISHED GROUND
- – PROPOSED BIORETENTION FACILITY

GENERAL NOTES:

1. TOP OF CURB (TC) = 0.5' + PAVEMENT ELEVATION (AC), FLOWLINE ELEVATION (FL), OR CONCRETE ELEVATION (FC), UNLESS OTHERWISE NOTED.
2. ALL ACCESSIBLE PARKING/LOADING AREAS SHALL HAVE NO MORE THAN 1.5% MAXIMUM SLOPE IN ANY DIRECTION.
3. ALL ACCESSIBLE PATHS OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE, HAVING A MAXIMUM 1/2" ABRUPT CHANGE IN ELEVATION, A MAXIMUM 5% SLOPE (IN THE DIRECTION OF TRAVEL) OR CURB RAMP AS NECESSARY, A MAXIMUM CROSS SLOPE OF 1.5%, AND A MINIMUM WIDTH OF 48". IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT RAMPS AND ACCESSIBLE PATHS OF TRAVEL MEET THESE REQUIREMENTS. ANY RAMPS FOUND OUT OF COMPLIANCE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

0 10 20 40
LM
SCALE: 1"=20'

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

BY _____
PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

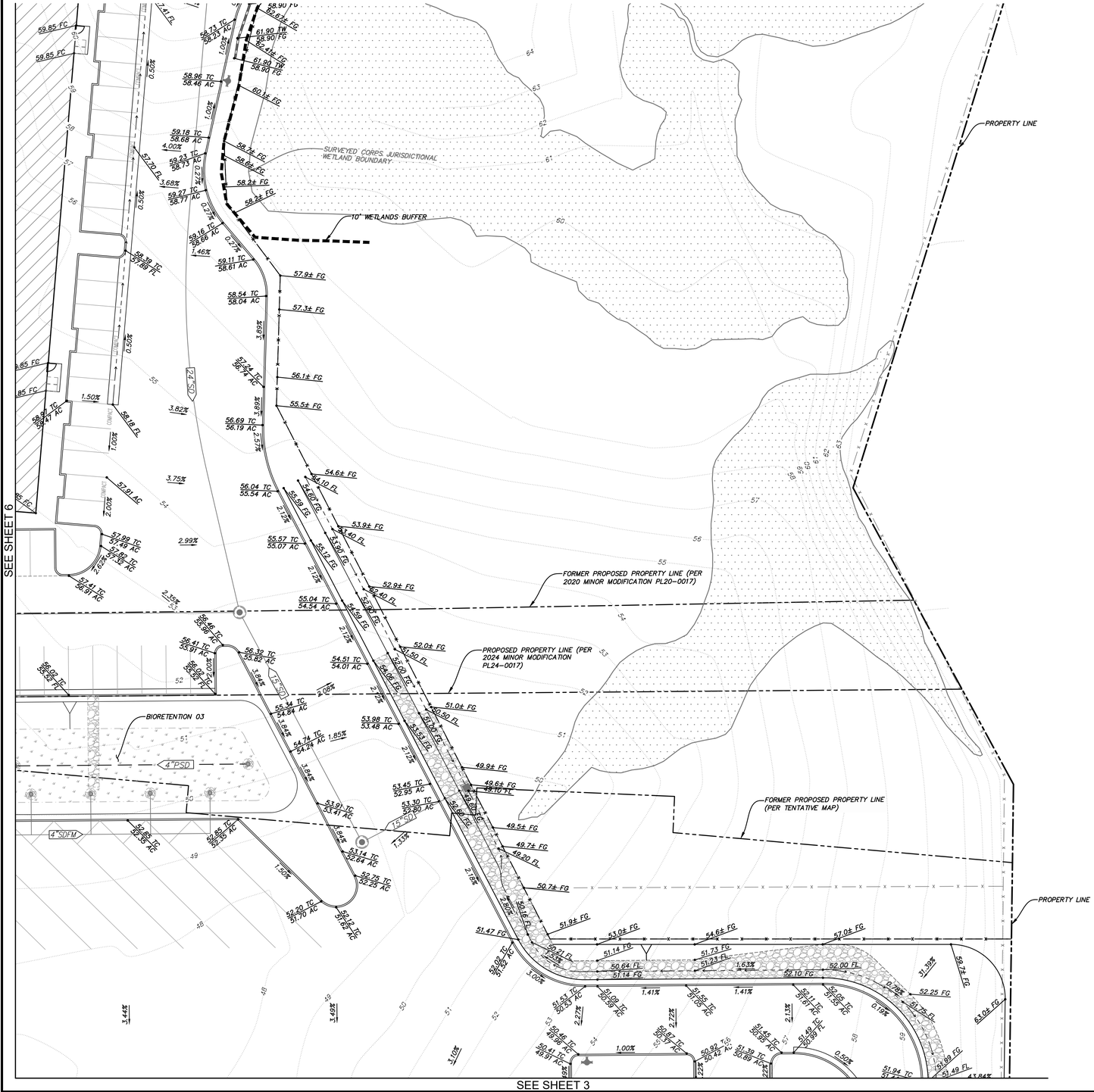
MINOR MODIFICATION — CALIFORNIA
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING G
940 DEVLIN ROAD — CITY OF AMERICAN CANYON

GRADING PLAN

SCALE 1"=20'
DATE: 01-08-2024
JOB NO. 4775-1

4
SHEET 4 OF 10

X:\Land Projects\4775-1\dwg\4775-1_C302.dwg



GRADING LEGEND:

- -R- -R- -R- -R- - – PROPOSED RIDGE LINE
- ——→- - —— – PROPOSED PAVEMENT FLOW LINE
- 60.50 TC / 60.00 AC → – PROPOSED ELEVATION (DESCRIPTIONS AS LISTED BELOW)
  - TC: TOP OF CURB
  - FF: FINISHED FLOOR
  - FL: FLOW LINE
  - AC: ASPHALTIC CONCRETE
  - FG: FINISHED GROUND
- – PROPOSED BIORETENTION FACILITY

GENERAL NOTES:

1. TOP OF CURB (TC) = 0.5' + PAVEMENT ELEVATION (AC), FLOWLINE ELEVATION (FL), OR CONCRETE ELEVATION (FC), UNLESS OTHERWISE NOTED.
2. ALL ACCESSIBLE PARKING/LOADING AREAS SHALL HAVE NO MORE THAN 1.5% MAXIMUM SLOPE IN ANY DIRECTION.
3. ALL ACCESSIBLE PATHS OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE, HAVING A MAXIMUM 1/2" ABRUPT CHANGE IN ELEVATION, A MAXIMUM 5% SLOPE (IN THE DIRECTION OF TRAVEL) OR CURB RAMP AS NECESSARY, A MAXIMUM CROSS SLOPE OF 1.5%, AND A MINIMUM WIDTH OF 48". IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT RAMPS AND ACCESSIBLE PATHS OF TRAVEL MEET THESE REQUIREMENTS. ANY RAMPS FOUND OUT OF COMPLIANCE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

0 10 20 40
LM SCALE: 1"=20'

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

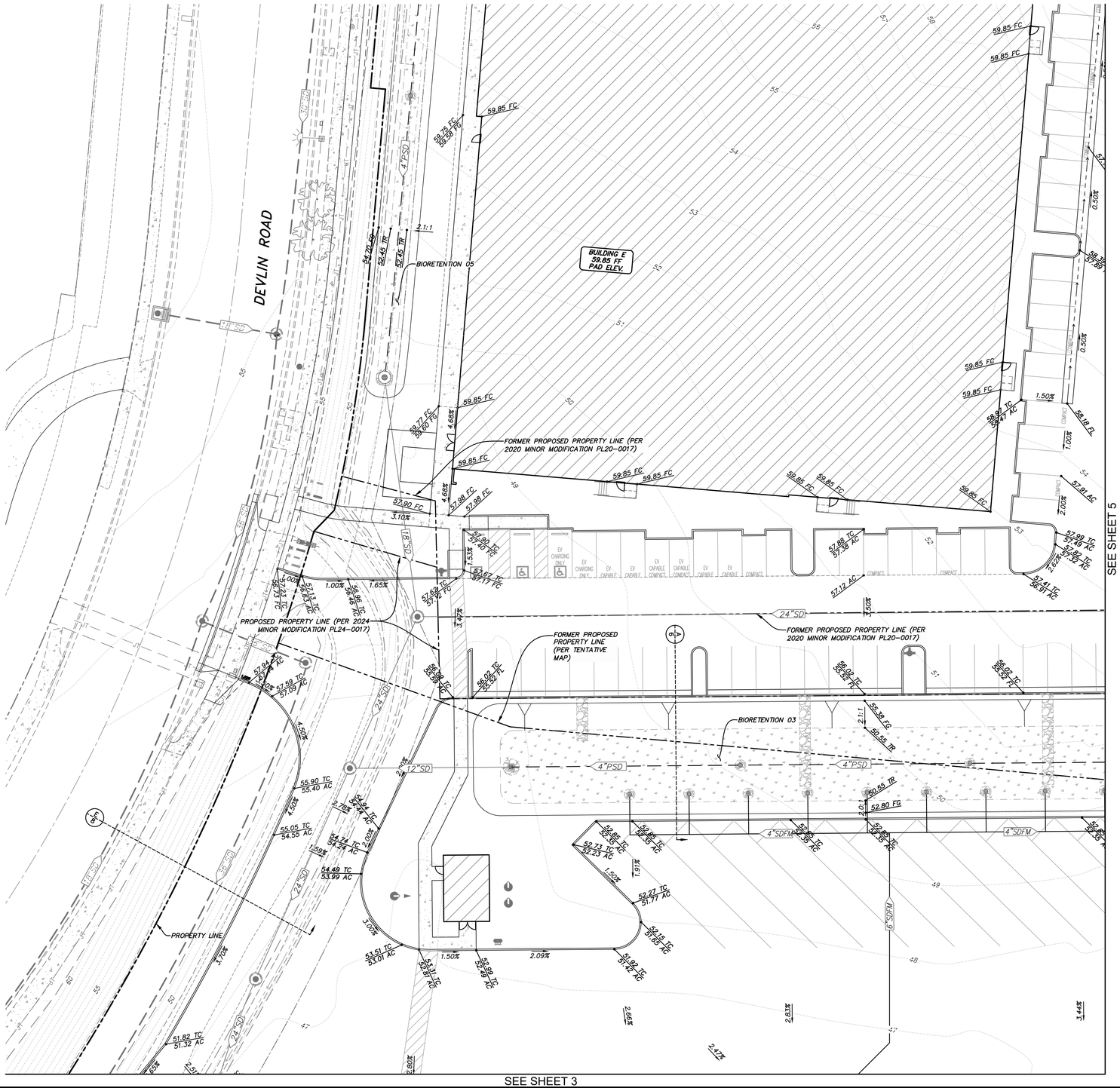
MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING G
940 DEVLIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

GRADING PLAN

SCALE 1"=20'
DATE: 01-08-2024
JOB NO. 4775-1

5
SHEET 5 OF 11

X:\Land Projects\4775-1\dwg\4775-1_C303.dwg



GRADING LEGEND:

-R--R--R--R- – PROPOSED RIDGE LINE

——→——→— – PROPOSED PAVEMENT FLOW LINE

60.50 TC / 60.00 AC – PROPOSED ELEVATION (DESCRIPTIONS AS LISTED BELOW)
TC: TOP OF CURB
FF: FINISHED FLOOR
FL: FLOW LINE
AC: ASPHALTIC CONCRETE
FG: FINISHED GROUND

– PROPOSED BIORETENTION FACILITY

GENERAL NOTES:

1. TOP OF CURB (TC) = 0.5' + PAVEMENT ELEVATION (AC), FLOWLINE ELEVATION (FL), OR CONCRETE ELEVATION (FC), UNLESS OTHERWISE NOTED.
2. ALL ACCESSIBLE PARKING/LOADING AREAS SHALL HAVE NO MORE THAN 1.5% MAXIMUM SLOPE IN ANY DIRECTION.
3. ALL ACCESSIBLE PATHS OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE, HAVING A MAXIMUM 1/2" ABRUPT CHANGE IN ELEVATION, A MAXIMUM 5% SLOPE (IN THE DIRECTION OF TRAVEL) OR CURB RAMP AS NECESSARY, A MAXIMUM CROSS SLOPE OF 1.5%, AND A MINIMUM WIDTH OF 48". IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT RAMPS AND ACCESSIBLE PATHS OF TRAVEL MEET THESE REQUIREMENTS. ANY RAMPS FOUND OUT OF COMPLIANCE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

0 10 20 40
LM SCALE: 1"=20'

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

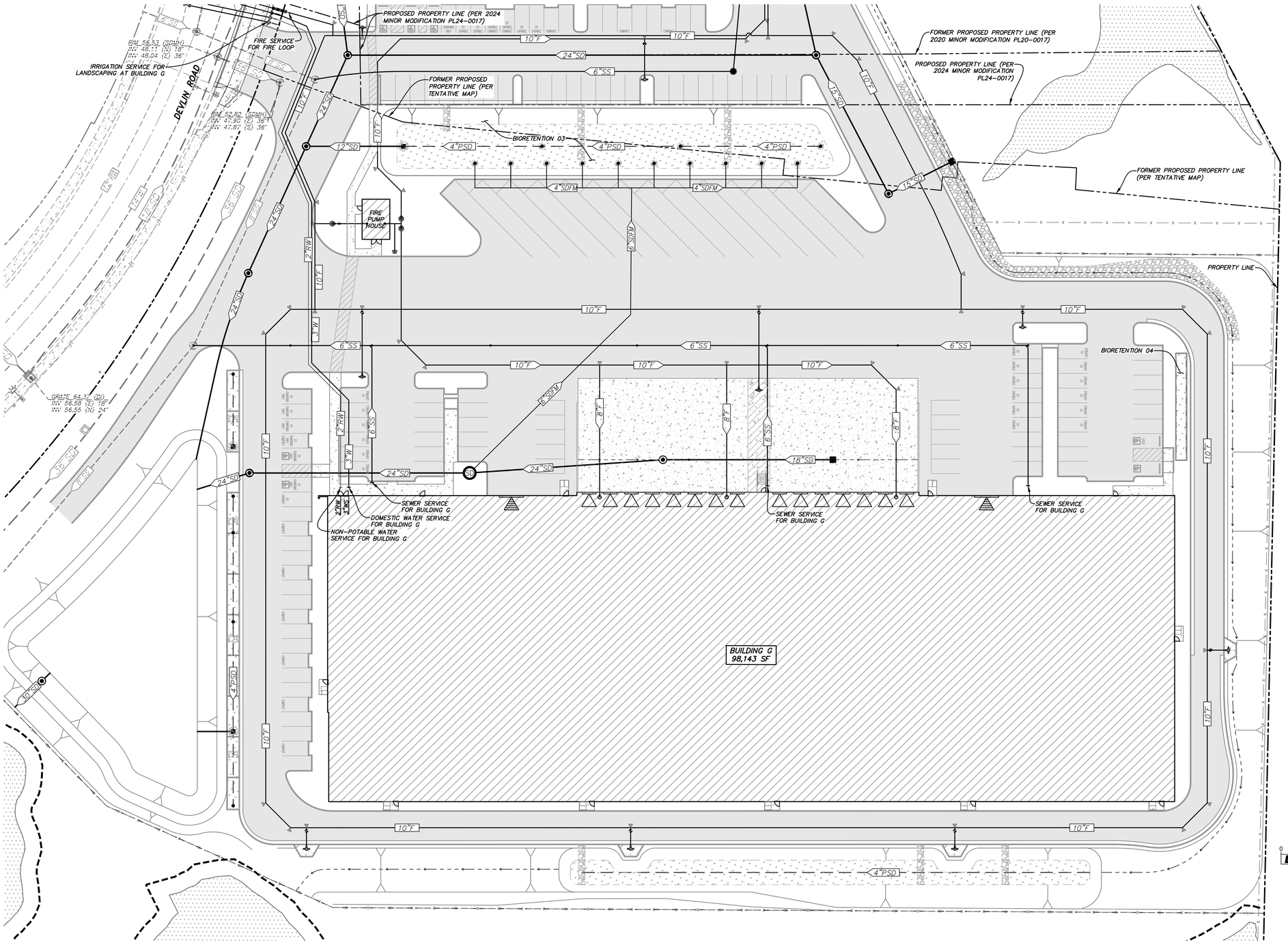
MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER BUILDING G
940 DEVLIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

GRADING PLAN

SCALE 1"=20'
DATE: 01-08-2024
JOB NO. 4775-1

6
SHEET 6 OF 11

X:\Land Projects\4775-1\dwg\4775-1_C304.dwg



DESIGNED BY BPB					
DRAWN BY EDT					
CHECKED BY PDC					
	REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 06-05-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER – BUILDING G
920 DELVIN ROAD — CITY OF AMERICAN CANYON, CALIFORNIA

UTILITY PLAN

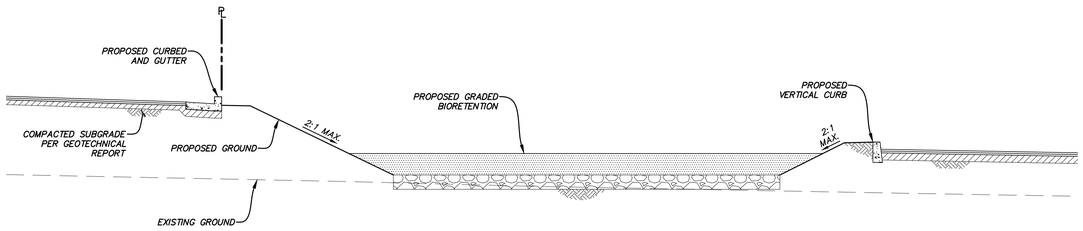
SCALE 1"=30'

DATE: 01-08-2024
JOB NO. 4775-1

7

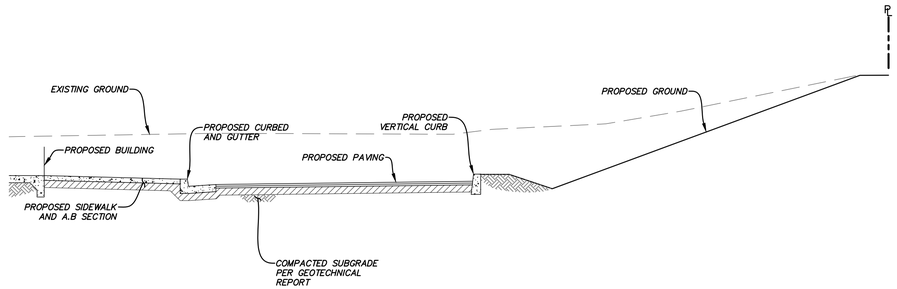
SHEET 7 OF 11

X:\Land Projects\4775-1\dwg\4775-1_G-MM_05.dwg



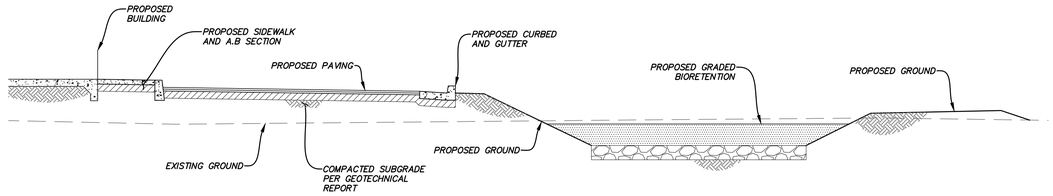
A BIORETENTION FACILITY BETWEEN BUILDINGS E & G

NTS



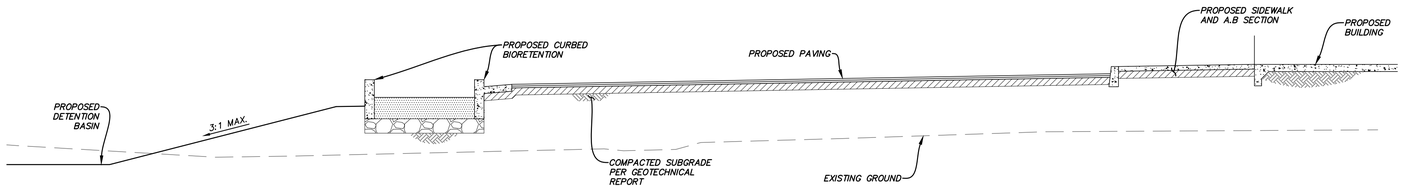
B EAST PROPERTY LINE BUILDING G

NTS



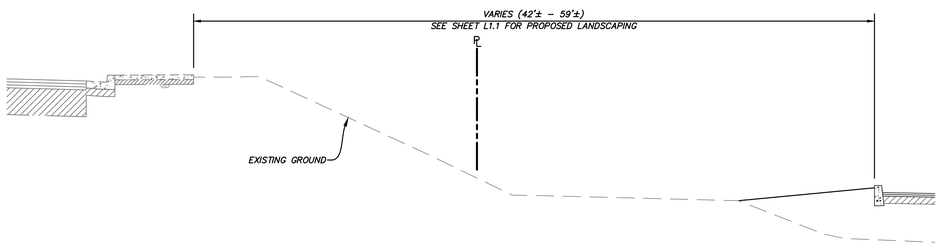
C BIORETENTION SOUTH OF BUILDING G

NTS



D BIORETENTION FACILITY WEST OF BUILDING G

NTS



E DEVLIN ROAD AT WEST DRIVE AISLE

NTS

REV.	DATE	DESCRIPTION	BY	APP'D.

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

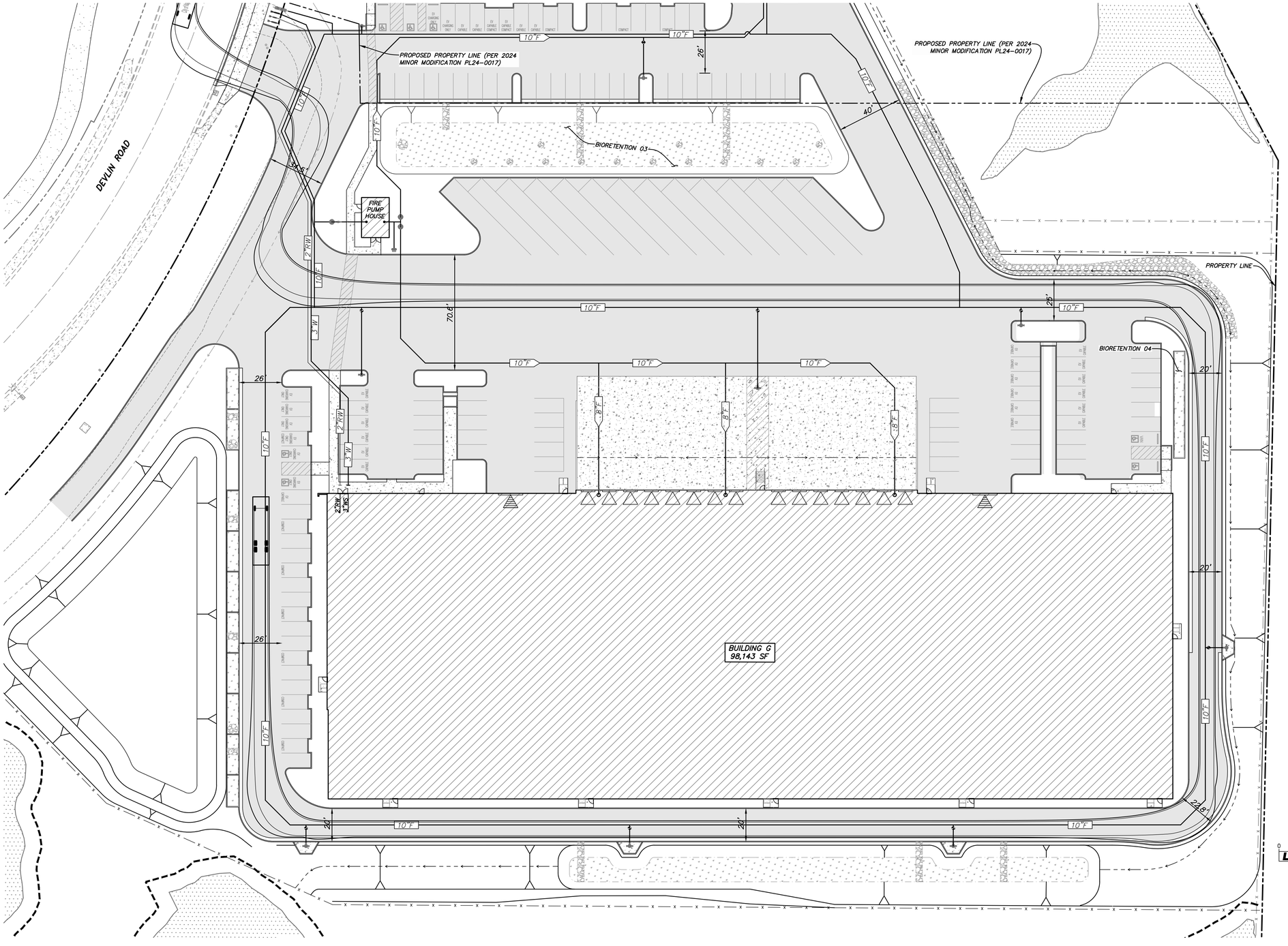
MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER BUILDING G
940 DEVLIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

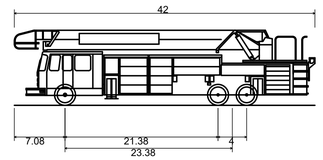
TYPICAL CROSS SECTIONS

SCALE AS SHOWN
DATE: 01-08-2024
JOB NO. 4775-1

8
SHEET 8 OF 11

X:\Land Projects\4775-1\dwg\4775-1_G-MM_06.dwg





City of Napa Ladder Truck	
Overall Length	42.000ft
Overall Width	10.000ft
Overall Body Height	10.495ft
Min Body Ground Clearance	0.925ft
Track Width	8.360ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	41.20°

0 15 30 60
LM
SCALE: 1"=30'

DESIGNED BY BPB
DRAWN BY EDT
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 06-05-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

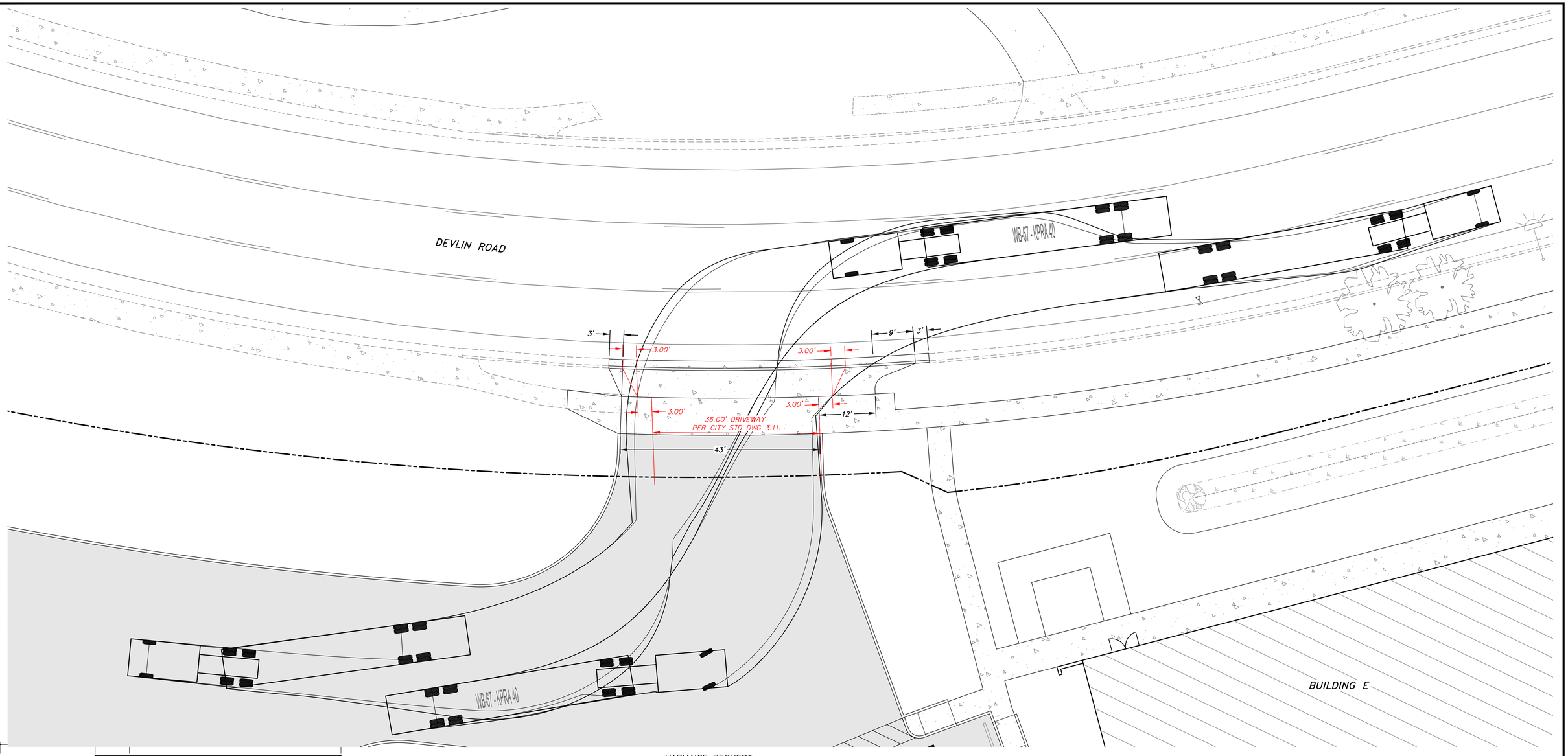
MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER – BUILDING G
920 DELVIN ROAD CITY OF AMERICAN CANYON, CALIFORNIA

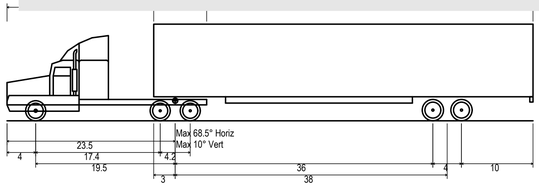
PROPOSED FIRE PLAN

SCALE 1"=30'
DATE: 01-08-2024
JOB NO. 4775-1

9
SHEET 9 OF 11

X:\Land Projects\4775-1\dwg\4775-1_G-MM_03.dwg





WB-67 - KPRA 40	
Overall Length	73.501ft
Overall Width	8.500ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	28.40°

VARIANCE REQUEST:
APPLICANT REQUESTS A VARIANCE TO COMMERCIAL CURB CUTS & DRIVEWAY REGULATIONS (STANDARD DWG. # 3.11) TO ACCOMMODATE TRUCK TURN MOVEMENTS.

0 5 10 20
LM
SCALE: 1"=10'

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING G
940 DEVLIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

DRIVEWAY VARIANCE PLAN

SCALE 1"=10'
DATE: 01-08-2024
JOB NO. 4775-1

10
SHEET 10 OF 11

X:\Land Projects\4775-1\dwg\4775-1_G-MM_07.dwg

Attachment 2:
PL24-0017 NACC BLDG G MM -
Landscape Plan

Preliminary ETWU

LA= 71,991 s.f.
SLA = 0 s.f.
ETo= 45.8 inches/year

ETWU = (ETo) x 0.62) x ((PFxHA/IE)+SLA))
ETWU = 1,252,822 gallons per year

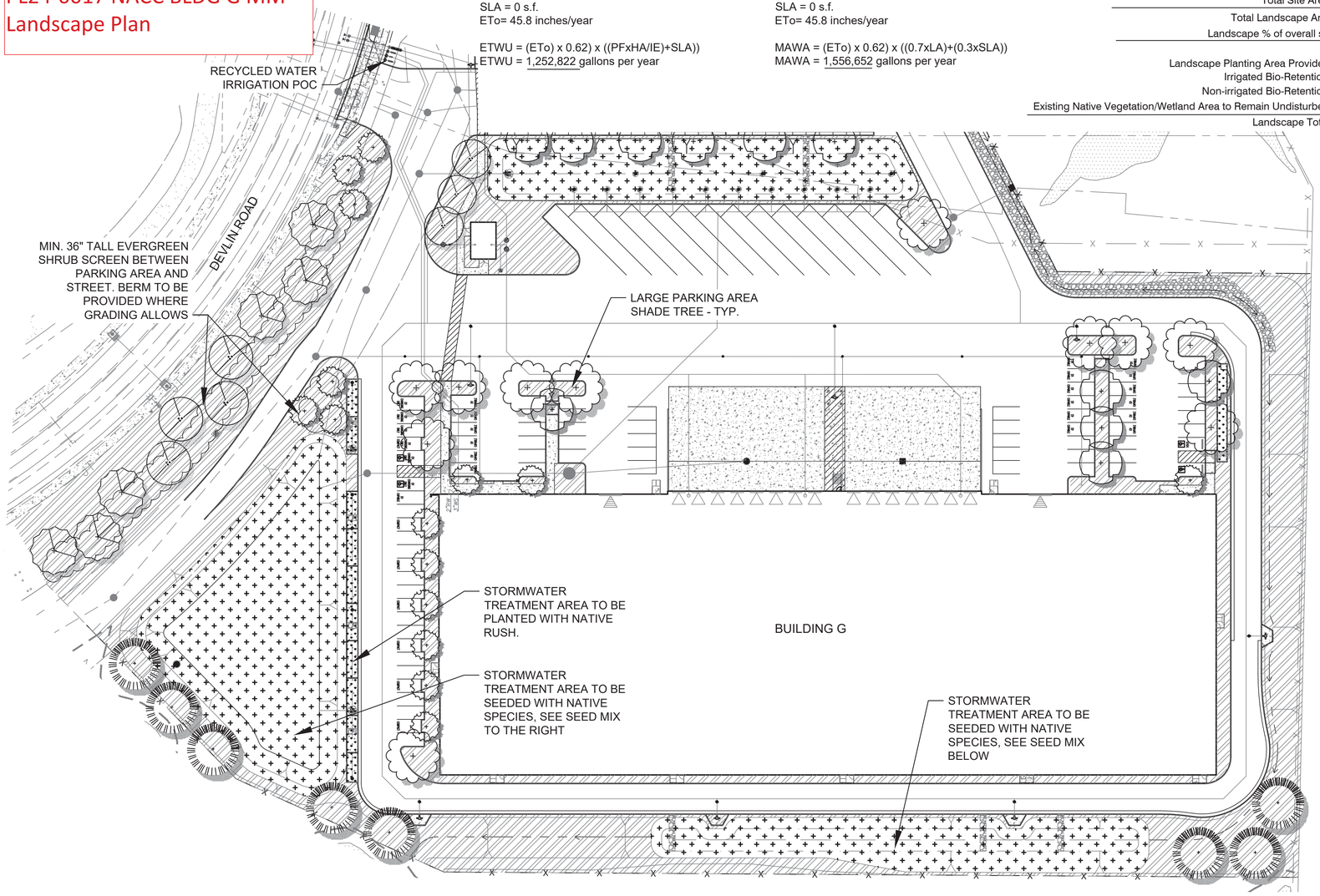
Preliminary MAWA

LA= 71,991 s.f.
SLA = 0 s.f.
ETo= 45.8 inches/year

MAWA = (ETo) x 0.62) x ((0.7xLA)+(0.3xSLA))
MAWA = 1,556,652 gallons per year

LANDSCAPE CALCULATIONS:

Total Site Area	521,030	s.f.
Total Landscape Area	291,634	s.f.
Landscape % of overall site	56	%
Landscape Planting Area Provided	70,314	s.f.
Irrigated Bio-Retention	1,677	s.f.
Non-irrigated Bio-Retention	43,628	s.f.
Existing Native Vegetation/Wetland Area to Remain Undisturbed	176,015	s.f.
Landscape Totals	291,634	s.f.



PRELIMINARY LANDSCAPE NOTES:

1. THERE IS APPROXIMATELY 291,634 S.F. OF LANDSCAPE AREA.
2. ALL PLANTS AND TREES ARE 'WUCOLS' LOW/MEDIUM WATER VARIETIES.
3. SOIL AMENDMENTS WILL BE INCORPORATED PER SOILS TEST. COMPOST WILL BE ORGANIC COMPOSTED GREEN WASTE.
4. ALL PLANTER AREAS SHALL BE TREATED WITH A 3" LAYER OF MULCH.
5. THERE IS 15 % LANDSCAPE AREAS WITHIN THE PARKING AND CIRCULATION AREA.
6. THERE ARE 73 PARKING STALLS AND 24 SHADE TREES. 1 TREE PER 3 STALLS = 24 TREES.

PRELIMINARY IRRIGATION NOTES:

A FULLY AUTOMATIC IRRIGATION SYSTEM THAT MEETS THE CURRENT WATER EFFICIENT LANDSCAPE ORDINANCE REQUIREMENTS SHALL BE INSTALLED INCLUDING THE FOLLOWING:

1. AN 'ET' SMART CONTROLLER AND 'ET' SENSOR SHALL BE USED FOR WEATHER BASED IRRIGATION CONTROL.
2. A MASTER VALVE AND FLOW SENSOR SHALL BE INSTALLED IN THE SYSTEM.
3. ALL PLANTER AREAS SHALL BE IRRIGATED WITH PLACE-DRIP IRRIGATION.
4. TREES SHALL RECEIVE DEEP WATERING BUBBLERS.
5. 'WELO' DOCUMENTATION SHALL BE SUBMITTED WITH LANDSCAPE IMPROVEMENTS PLANS (CONSTRUCTION DOCUMENTS).

PRELIMINARY RECYCLED WATER NOTES

1. MAINLINE, QUICK COUPLERS AND VALVE BOX LIDS, AND PIPING SHALL HAVE RECYCLED WATER SYMBOL AND WARNING.
2. THE IRRIGATION SYSTEM SHALL MEET ALL CITY REQUIREMENTS FOR RECYCLED WATER.
3. A WATER METER IS REQUIRED FOR FOR RECYCLED WATER IRRIGATION CONNECTION PER INDIVIDUAL SYSTEMS
4. WARNING TAGS SHALL BE PURPLE PLASTIC AND BEAR THE WORDS "RECYCLED WATER" ON EACH SIDE (ONE IN ENGLISH, THE OTHER SIDE SPANISH)
5. WARNING TAGS SHALL BE INSTALLED ON THE WATER METER, BACKFLOW PREVENTER , VALVES, AND EXPOSED PIPING OF ALL RECYCLED WATER SYSTEMS PER THE CITY GUIDELINES: ANGLE STOP, METER AND BACKFLOW ARE PAINTED PURPLE.
6. ALL CONSTRUCTION SHALL CONFORM TO THE CURRENT VERSION OF "GUIDELINES FOR THE USE OF RECYCLED WATER" AVAILABLE BY WATER PURVEYOR.
7. THE IRRIGATION SHALL BE INSTALLED TO PREVENT RUNOFF AND PONDING. OVER SPRAY OR WIND DRIFT ONTO PAVING AREAS IS NOT PERMITTED. THE SITE WILL BE REQUIRED TO PASS A 'SPRINKLER COVERAGE TEST' ADMINISTERED BY CITY STAFF TO ENSURE RECYCLED WATER REMAINS IN AUTHORIZED USE AREAS ONLY. PROVIDE A MINIMUM OF 48 HOURS NOTICE WHEN CONTACTING THE CITY TO SCHEDULE THIS TEST.
8. ANY CONNECTIONS BETWEEN THE POTABLE WATER AND RECYCLED WATER ARE PROHIBITED.
9. THE CITY BUILDING DIVISION MUST BE NOTIFIED FOR INSPECTION AT LEAST 24 HRS. PRIOR TO BACK FILL OF THE POINT OF CONNECTION. CERTIFICATE OF FINAL COMPLETION SHALL BE SUBMITTED TO THE BUILDING INSPECTOR PRIOR TO FINAL OCCUPANCY.
10. SUBSTANTIAL CHANGES TO THE APPROVED PLANS SHALL BE SUBMITTED TO THE 'BUILDING AND WATER RESOURCE DIV.' FOR RE-APPROVAL AT LEAST TWO WEEKS PRIOR TO CONSTRUCTION.
11. IDENTIFICATION FOR RECYCLED WATER APPLIES TO ALL PIPING, MAINLINES AND LATERALS. QUICK COUPLING VALVES SHALL HAVE PURPLE LOCKING LIDS. ALL VALVES TO BE INSTALLED IN PURPLE VALVE BOXES. DEPTH OF COVER SHALL BE AT LEAST 24" FOR MAINLINES.
12. A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN POTABLE WATER AND RECYCLED WATER PIPING IS REQUIRED. AT CROSSINGS, RECYCLED WATER CONSTANT PRESSURE MAINS SHALL BE AT LEAST 12" BELOW POTABLE WATER PIPES WITIHIN A 10' HORIZONTAL DISTANCE, LATERAL PIPING MAY CROSS ABOVE POTABLE WATER WITHIN A MINIMUM OF 12" CLEARANCE.
13. WHERE PIPE SLEEVES ARE USED, EITHER THE SLEEVE OR INTERIOR PIPE MUST BE IDENTIFIED AS RECYCLED WATER. IDENTIFICATION TAPE OR PURPLE COLORED PIPE IS PERMITTED ON THE SLEEVE. INTERIOR PIPE MUST BE PURPLE PIPE.
14. PURPLE PIPE SHALL NOT BE STORED IN DIRECT SUNLIGHT.
15. ALL IRRIGATION HEADS TO BE MARKED WITH RECYCLED WATER IDENTIFICATION CAPS.
16. HOSE BIBBS SHALL NOT BE USED.

LANDSCAPE PLANT LIST:

PLANT LIST: WATER REGIME PLANT FACTOR REFERENCED ARE PER WUCOLS IV - ZONE 1
MATURE HABIT PER SUNSET WESTERN GARDEN BOOK

TREES

		ARBUTUS 'MARINA'	MARINA TREE	15 GAL.	LOW	25' X 25'
		CEDRUS DEODARA	DEODAR CEDAR	15 GAL.	LOW	60' X 30'
		LAGERSTROEMIA F. 'CATAWBA'	CREPE MYRTLE	15 GAL.	LOW	15' X 15'
		PISTACIA CHINENSIS	CHINESE PISTACHE	15 GAL.	LOW	40' X 35'
		METROSIDEROS EXCELSA	NEW ZEALAND CHRISTMAS TREE	15 GAL.	LOW	30' X 30'
	X	QUERCUS SHUMARDII	SHURMARD OAK	15 GAL.	LOW	60' X 50'
		ULMUS 'FRONTIER'	FRONTIER ELM	15 GAL.	LOW	45' X 50'

GROUND COVER

						SPACING
		COPROSMA P. 'VERDE VISTA'	MIRROR PLANT	1 GAL.	LOW	36" O.C.
		COTONEASTER D. 'LOWFAST'	BEARBERRY	1 GAL.	LOW	36" O.C.
		TRACHELOSPERMUM JASMINOIDES	STAR JASMINE	1 GAL.	LOW	24" O.C.

STORMWATER TREATMENT PLANTING

						SPACING
	X	JUNCUS PATENS 'ELK BLUE'	ELK BLUE CALIFORNIA GRAY RUSH	1 GAL	LOW	36" O.C.
	X	NATIVE SEED MIX SEE RIGHT NON IRRIGATED	MFG. PACIFIC COAST SEED			

SHRUBS

	X	ARCTOSTAPHYLOS 'JOHN DOURLEY'	MANZANITA	5 GAL.	LOW	
		BERBERIS AUTROPURPUREA	JAPANESE PURPLE BARBERRY	5 GAL.	LOW	
		CEANOTHUS CONCHA	CALIFORNIA LILAC	5 GAL.	LOW	
	X	HETEROMELES ARBUTIFOLIA	TOYON	5 GAL.	LOW	
		LOROPETALUM RAZZLEBERRI	RAZZLEBERRY	5 GAL.	MEDIUM	
		NANDINA DOMESTICA	HEAVENLY BAMBOO	5 GAL.	LOW	
		NERIUM O. 'PETITE RED'	DWARF RED OLEANDER	5 GAL.	LOW	
		MISCANTHUS 'YAKU JIMA'	EULALIA GRASS	5 GAL.	MEDIUM	
		PHOTINIA FRASERI	FRASER PHOTINIA	5 GAL.	MEDIUM	
		RHAPHIOLEPIS I. 'PINK LADY'	INDIAN HAWTHORNE	5 GAL.	LOW	
		ROSA 'RED CARPET'	RED CARPET ROSE	2 GAL.	MEDIUM	
		PHORMIUM RUBRA	PURPLE FLAX	5 GAL.	MEDIUM	
		TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL.	LOW	
	X	SALVIA GREGGII 'PURPLE'	AUTUMN SAGE	5 GAL.	LOW	
		VIBURNUM 'SPRING BOUQUET'	COMPACT LAURUSTINUS	5 GAL.	LOW	
		XYLOSMA C. 'COMPACTA'	COMPACT XYLOSMA	5 GAL.	LOW	

STORMWATER TREATMENT BASIN SEED MIX

48 LBS. PER ACRE PACIFIC COAST SEED

APPLY COMPACT BIO SWALE MIX VIA HYDROSEED AT THE FOLLOWING RATES:
BIO SWALE SEE MIX - 48/LBS. PER ACRE
MULCH - 2,000 LBS PER ACRE
M-BINDER TACKIFIER - 180 LBS. PER ACRE

FESTUCA RUBRA, MOLATE FESCUE
ACHILLEA MILLEFOLIUM, COMMON YARROW
CAREX BARBAREA, SANTA BARBARA SEDGE
OENETHERA HOOKERI, HOOKER'S EVENING PRIMROSE

0 20 40 80
Scale 1" = 40 ft
sheet size = 24" x 36"

BEFORE EXCAVATING CALL: 811
48- HOURS BEFORE ALL PLANNED WORK OPERATIONS
811
Know what's below.
Call before you dig.

GreenDesign
Landscape Architects, Inc.
1464 Popinjay Drive Reno, NV.
p: 775 829 1364 email: bhatch00@charter.net

Napa Airport Corporate Center Building 'G'

940 Devlin Road American Canyon, CA 94508

ISSUE	DATE
--	--.--.--

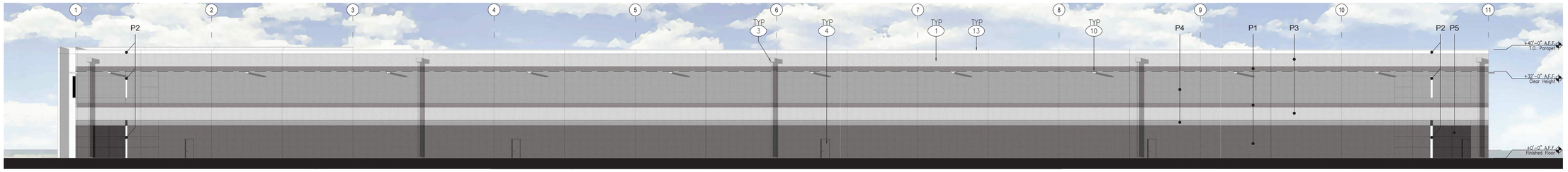
LICENSED LANDSCAPE ARCHITECT
BARBARA M. HATCH
No. 4181
Signature 12-31-25
Renewal Date 1-6-24
STATE OF CALIFORNIA

OWNERSHIP AND USE OF DOCUMENTS
All Drawings, Specifications and copies thereof furnished by Green Design Landscape Architecture are and shall remain its property. They are to be used only with respect to this Project and are not to be used on any other project. Submission or distribution to meet official regulatory requirements or for purposes in connection with the Project is not to be construed as publication in derogation of Green Design Landscape Architecture, common law copyright or other reserved rights.

Approved	bh		
Drawn	kh	Reviewed	bh
Project No.	--.--.--		
Scale	---	Issue Date	--.--.--

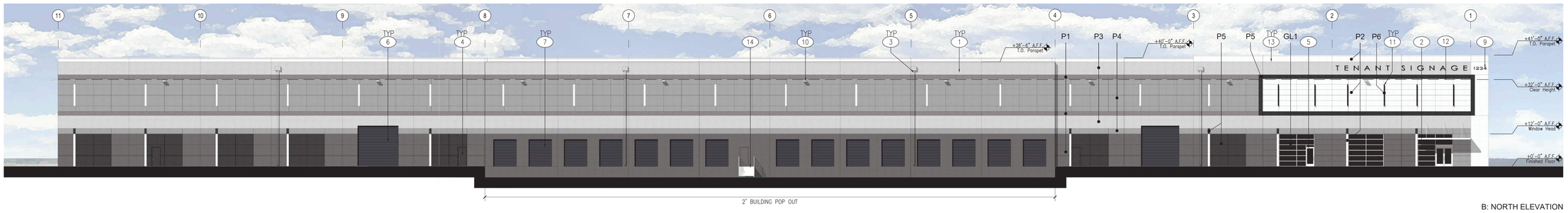
Preliminary Landscape Plan

L1.1

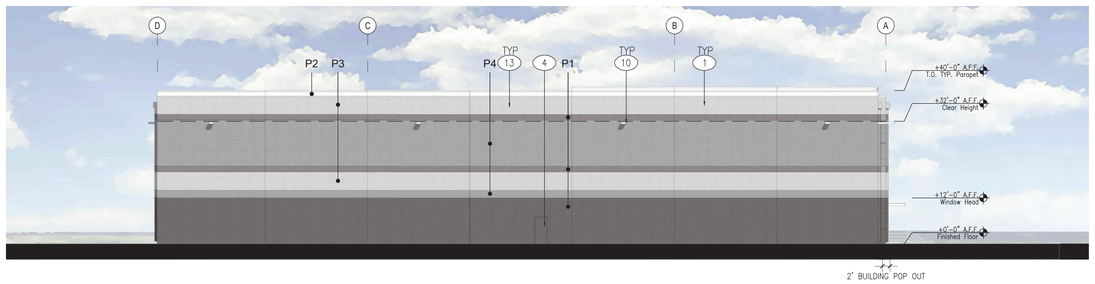


A: SOUTH ELEVATION

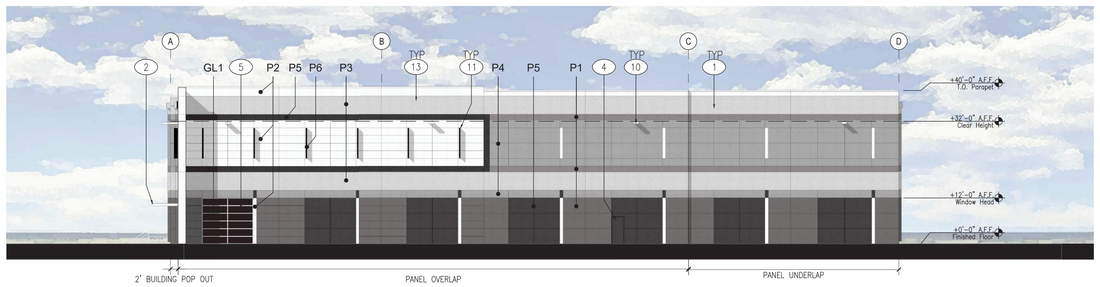
Attachment 3:
PL24-0017 NACC BLDG G MM - Exterior Elevations



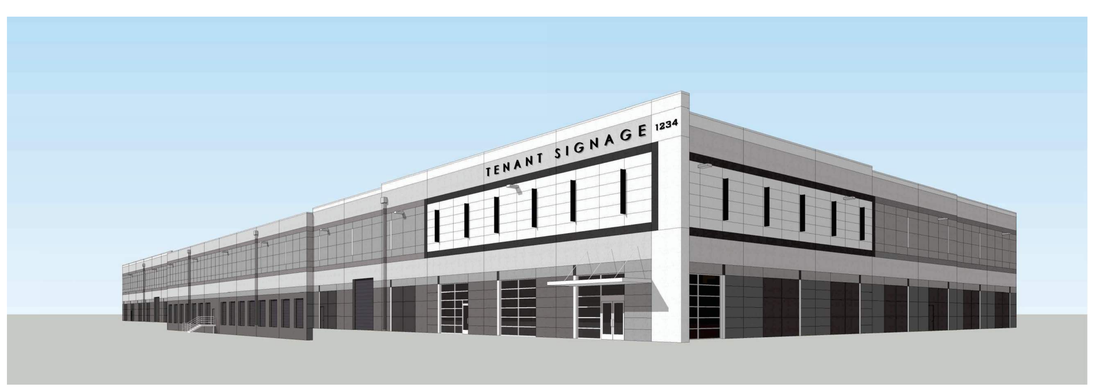
B: NORTH ELEVATION



D: EAST ELEVATION



C: WEST ELEVATION



E: PERSPECTIVE VIEW OF MAIN ENTRY

0' 8' 16' 32'

EXTERIOR ELEVATIONS 1
SCALE: 1/16" = 1'-0"

FINISH LEGEND:

- GL1 : 1" DUAL GLAZED INSULATING UNITS IN ALUMINUM FRAMES
  OUTSIDE PANE: VITRO GRAYLITE II 1/4" THICK DARK GRAY VISION GLAZ.
  INSIDE PANE: CLEAR FLOAT 1/4" GLASS
  FRAMES: THERMALLY BROKEN CLEAR ANODIZED ALUMINUM FRAMES
- P1: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7067 CITYSCAPE
- P2: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7008 ALABASTER
- P3: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7016 PASSIVE
- P4: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7660 EARL GREY
- P5: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7069 IRON ORE
- P6: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW6990 CAVIAR

KEYNOTES:

1. TYPICAL SITE CAST, CONCRETE TILT-UP PANELS WITH 3/4" REVEALS AND A MULTI COLOR COATING SYSTEM.
2. PAINTED STEEL ENTRY CANOPY
3. METAL SURFACE MOUNTED SCUPPERS AND DOWNSPOUTS. PAINT TO MATCH ADJACENT PANEL COLOR.
4. TYPICAL 3' X 7' STEEL MAN DOOR WITH LIGHT FIXTURE CENTERED OVER DOOR. PAINT TO MATCH ADJACENT PANEL COLOR.
5. TYPICAL WINDOW SYSTEM: DUAL PANE GLAZING IN 2" x 4" (NOMINAL) THERMALLY BROKEN, CLEAR ANODIZED ALUMINUM FRAMES. GLAZING TO BE TINTED WITH LOW-E COATING. STOREFRONT DOORS TO MATCH WINDOW SYSTEM.
6. 15' X 15' GRADE LEVEL O.H. SECTIONAL ROLL UP DOOR
7. 8'-6" X 10' DOCK LEVEL O.H. SECTIONAL ROLL UP DOOR
8. TENANT SIGNAGE: UNDER SEPARATE PERMIT AT TIME OF TENANT IMPROVEMENTS
9. ADDRESS SIGNAGE PER BUILDING, FIRE, AND SHERIFF DEPT REQUIREMENTS.
10. SURFACE MOUNTED LIGHT FIXTURE.
11. SURFACE MOUNTED BENT PLATE STEEL OR ALUMINUM 'ACCENT FINS'. PAINT AS SPECIFIED.
12. DASHED LINE INDICATES INTERNAL CLEAR HEIGHT.
13. FUTURE ROOF MOUNTED HVAC EQUIPMENT TO BE SCREENED FROM VIEWS FROM THE PUBLIC ROAD WAYS. SCREENING TO BE ACCOMPLISHED VIA THE BUILDING PARAPET OR A MECHANICAL SCREEN AS DEEMED NECESSARY BY THE PLANNING DEPARTMENT AT THE TIME WHEN THE FUTURE EQUIPMENT IS LOCATED AND SIZED.
14. STEEL DOCK STAIRS. PAINT AS SPECIFIED.

RMW
RMW Architecture Interiors
1718 Third Street
Suite 101
Sacramento
California 95811

Office
916 449-1400

rmw.com

OWNER / DEVELOPER:

502 WHITMORE AVE
MODESTO, CA
CONTACT: STEVE LAY
PHONE: 209.252.1295

PRELIMINARY DESIGN DOCUMENTS FOR:

NEW INDUSTRIAL/ MANUFACTURING BUILDINGS

BUILDING G
940 DEVLIN ROAD
AMERICAN CANYON, CA 94503
PL24-0017

approved for the owner by :

approved for the architect by :

issue : description : date :

City of American Canyon
Planning Division Approval
2/19/2025
Authorized Signature Date

GENERAL CONTRACTOR:

drawn by : EF plot date : 09-05-2024

checked by : JDL

stamp

LICENSED ARCHITECT
JEFFREY D. LEONHARDT
NO. C33644
REN. 12-31-25
STATE OF CALIFORNIA

scale : AS NOTED

project number : 2234116

EXTERIOR ELEVATIONS BUILDING G

sheet no. : A03.5

EXHIBIT D
Applicant Confirmation of Conditions of Approval
NACC BLDG G Minor Modification
(FILE NO. PL24-0017)

As shown by my signature below, I confirm that I understand and agree to abide by the conditions of approval included in the Minor Modification Approval dated February 19, 2025.

_____ _____
Applicant's signature Date

_____
Applicant's name

_____ _____
Property Owner's signature Date

_____
Property Owner's name

Please return signed confirmation to the City of American Canyon Community Development Department, 4381 Broadway, Suite 201, American Canyon, CA 94503

EXHIBIT E

SUBSEQUENT APPROVAL – MINOR MODIFICATION PL24-0023

[to be inserted]

CITY OF AMERICAN CANYON
COMMUNITY DEVELOPMENT DEPARTMENT

Sent by Email to:
Steven Lay, stevenlay@g3enterprises.com
Jeff Leonhardt, jleonhardt@rmw.com
Paymon Fardanesh, pay@lmce.net

February 20, 2025

Steven Lay
G3 Enterprises
502 E Whitmore Ave
Modesto, CA 95358

Subject: Approval of the NACC Buildings A and B Minor Modification (AA2025-04/PL24-0023) at 70 South Kelly Road and 90 South Kelly Road, APN 057-090-086

Dear Steven Lay:

I am pleased to inform you that the Napa Airport Commerce Center (NACC) Minor Modification (PL24-0016) at 70 South Kelly Rd and 90 South Kelly Rd, APN 057-090-086, is approved with conditions. The Napa Airport Commerce Center (NACC) site consists of five industrial buildings of approximately 284,540 SF on a 30.28-acre site in the Napa County Airport Industrial Area Specific Plan (NCAIASP). Building A modification consists of the following:

a. Widen drive aisles around building to 30 feet.
b. Modifies parking stall configuration to get stalls closer to the primary building.
c. Add one vehicle parking space for a total of 62.
d. Modifies site layout to utilize graded bio retention areas.
e. Modifies exterior elevations.
f. Modifies the landscape plans

Building B Modification consists of the following:

g. Modifies the roof so that it will slope toward the south to utilize the bioretention area.
h. Modifies exterior elevations.
i. Modifies the landscape plans.

The goal of the changes is to increase the size of the building, develop more efficient vehicle circulation, and modernize the building facades.

In accordance with ACMC Section 19.45.030(D), approval of a minor modification must meet the following four findings.

1. The modification is in substantial conformity with the previously approved plan or permit, or if the change is substantive, that the revised project is equivalent to the original project design concept in terms of consistency with city design and development standards and policies.

The proposed modification changes the drive aisle widths, parking configuration, and site layout for bio retention areas for NACC Building A. The modification includes a change in roof slope for Building B. The size, orientation, and use classification of the buildings remains the same. The project is in substantial conformance of the original project (PL14-0022).

2. The modification will not create impacts substantially different from those of the previously approved project.

The original project consisted of Building A, a 24,397 SF building with 61 parking spaces, and Building B, a 22,668 SF building with 28 parking spaces. The current modification proposes changes to the site layout for Building A and a change in roof slope for Building B. The size and use of the buildings remain the same. The modification will not create impacts substantially different from the approved project.

3. The granting of the modification will not be materially detrimental to the public health, safety, or welfare, or to property or residents in the vicinity.

The modification is approved design. There are no indications of detrimental effects to people or property in the vicinity.

4. The proposed modification is consistent with the policies and exhibits contained in the general plan.

The modification is consistent with the general plan because the changes to the site layout and roof design meet the design criteria for height, bulk, and lot coverage. The modified site design does not visually conflict with the character of the surrounding industrial business area. The updated architectural facades provide a modern look to the building, which will be consistent with the five buildings proposed in the NACC site.

Conditions of Approval

General

1. The applicant shall defend, indemnify, and hold harmless the City of American Canyon ("City"), its elected officials, officers, employees, attorneys, representatives, boards, commissions, consultants, volunteers and agents from and against all claims, actions, including actions to arbitrate or mediate, damages, losses, judgments, liabilities, expenses and other costs, or proceedings against the City, its elected officials, officers, employees, attorneys, representatives, boards, commissions, volunteers, or agents to attack, modify, set aside, void, or annul an approval, conditional approval, permit, entitlement, environmental document, environmental clearance, mitigation plan, or any other document or any of the proceedings, acts, or determinations taken, done, or made prior to granting of such approval, conditional approval, permit, entitlement, environmental clearance, environmental document, mitigation plan, or

other documents, by the City, including, without limitation, an action against an advisory agency, appeal board, or legislative body within the applicable limitation period.

The obligation to defend, indemnify and hold the City harmless shall include the payment of all legal costs and attorney's fees (including a third party award of attorney's fees), arising out of, resulting from, or in connection with the City's act or acts leading up to and including approval of any environmental document or mitigation plan granting approvals to the applicant, incurred on behalf of, or by, the City, its elected officials, officers, employees, representatives, attorneys, boards, commissions, volunteers and agents in connection with the defense of any claim, action, or proceeding challenging the entire or a portion of an approval, conditional approval, permit, entitlement or any other document of any related claim.

The obligation to defend, indemnify, and hold the City harmless shall include, but not be limited to, the cost of preparation of any administrative record by the City, staff time, copying costs, court costs, or attorney's fees arising out of a suit or challenge contesting the adequacy of a permit, approval, conditional approval, entitlement, environmental document, mitigation plan, environmental clearance, or any other document or approval related to the applicant's project.

The City will promptly notify the applicant of any claim, action, or proceeding and will cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim, action, or proceeding, or the City fails to cooperate fully in the defense, the applicant shall not be responsible to defend, indemnify, or hold harmless the City.

In the event a legal challenge to a City permit, approval, conditional approval, environmental document, environmental clearance, mitigation plan, entitlement or any other document, proceeding, determination, or action related to the applicant's project is successful, and an award of attorneys' fees is granted against the City, the applicant shall be responsible to timely pay the full amount of such an award.

2. The approval shall become effective on the expiration of the appeal period, ten (10) calendar days following the decision, unless an appeal is filed. An appeal may be filed with the Community Development Director by filling out an Appeal Form accompanied by a fee of $795.

3. The applicant is responsible for paying all charges related to the processing of this discretionary case application prior to the issuance of building or any other permits for this project. Failure to pay all charges shall result in delays in the issuance of required permits or the revocation of the approval of this application.

4. Prior to obtaining a building permit, all parties working on the project shall obtain a business license from the City.

Planning Division

5. The Community Development Director shall review any deviations from the approved permit. The project proposes a Minor Modification (PL24-0023) to NACC Buildings A and B. Building A modification consists of the following:
    a. Widen drive aisles around building to 30 feet.
    b. Modifies parking stall configuration to get stalls closer to the primary building.
    c. Add one vehicle parking space for a total of 62.
    d. Modifies site layout to utilize graded bio retention areas.
    e. Modifies exterior elevations.
    f. Modifies the landscape plans

    Building B Modification consists of the following:
    g. Modifies the roof so that it will slope toward the south to utilize the bioretention area.
    h. Modifies exterior elevations.
    i. Modifies the landscape plans.

    The modifications are described in the site plan, landscaping plan, and architectural elevations shown in Exhibits A, B, C, and D. In the event the Community Development Director determines that the project is not in substantial conformance with the approval, the applicant shall submit a new application for a Design Permit or a Minor or Major Modification depending on which application is required by the zoning code.

6. All conditions of approval from Resolution 2018-86 (NACC Tentative Subdivision Map), Resolution 2018-87 (NACC Buildings A and B Design Permit), and Ordinance 2020-03 (NACC Development Agreement), remain in effect.

7. Prior to the effective date of the Minor Modification Permit, the applicant and property owner shall sign the agreement to the conditions of approval. The form is available as Exhibit E.

Building Division

8. Prior to construction of the Minor Modification improvements, the applicant shall obtain a building permit.

9. Prior to the final inspection, the applicant shall submit a letter of certification to the Building Official from the project architect certifying that all improvements have been constructed in accordance with the approved building plans.

10. Construction activities on the site shall be limited to between 7:00 a.m. and 6:00 p.m. Monday through Friday. Work between the hours of 6:00 pm and 7:00 am and work on weekends and holidays requires prior written approval from the Building Official. If weekends and holiday work is approved construction and grading activities on the site shall be limited to between 8:00 a.m.

to6:00 p.m. on Saturdays, and between 10:00 a.m. and 6:00 p.m. on Sundays and State and Federal holidays.

11. Recycling of Construction and Demolition Debris: Prior to issuance of a building permit, the applicant shall submit a plan for the diversion of at least 70 percent of the debris from the building demolition and construction. The plan shall include the qualified recycler that will be used, the methods of managing diversion of construction materials on site, and the proposed documentation that will be submitted to confirm that the diversion goal has been met.

12. Deferred Submittals: Prior to issuance of a building permit, the applicant shall submit a request to the Chief Building Official for any proposed deferred submittals on a form provided by the Building and Safety Division. The Deferred Submittal request shall include a justification for each proposed deferred submittal.

13. Accessibility: Prior to the final inspection, a Certified Access Specialist (CASp) shall submit a letter certifying that all improvements have been constructed in compliance with applicable state and federal accessibility standards.

14. NVUSD Developer Fees: Prior to issuance of each building permit, the applicant shall submit a Certificate of Compliance from the Napa Valley Unified School District (NVUSD). For more information contact NVUSD Developer Fees, link here: https://www.nvusd.org/doing-business-with-us/developerfees-clone .

Fire District

15. The buildings will be subject to the District's aerial apparatus impact fees as well as the fire impact fees due to the height of the buildings.

16. All Fire related underground piping and fire appurtenances shall be shown on the Civil plan submittal. In addition to the Civil plan submittal, at least (1) plan set under separate cover shall be submitted to American Canyon Building Division for routing to the American Canyon Fire Protection District detailing all underground piping and related fire appurtenances including but not limited to underground piping, underground sweep detail, underground trench details showing depth of burial, type of backfill, manufacturer's specifications of piping, valves joints, fittings and calculated size and locations of thrust blocks, hydrants locations (designate public or private), gate shut-off valves, PIV's, FDC's, fire pumps, fire pump and/or riser rooms.

17. Underground utility contractor, architect, and fire sprinkler contractor shall coordinate the location of risers and control valves prior to the issuance of a building permit.

18. An approved water supply capable of supplying the required fire flow for fire protection systems shall be provided to all premises upon which facilities or buildings are hereby constructed or moved into or within the City. Required fire flow and hydrant distribution shall be in accordance with Appendix B and C of the California Fire Code. Applicant shall demonstrate on plan submittal;

square footage of each building on plan and provide the required fire flow information. Applicant shall demonstrate that the number and spacing of onsite fire hydrants meets with requirements of the California Fire Code. ***See sample below regarding fire flow and hydrant detail information needed.***

BUILDING FIRE FLOW REQUIREMENTS – CFC TABLES B105.2 & B105.1(2)
INFORMATION BELOW IS A SAMPLE AND FOR REFERENCE ONLY

Table B105.1(2) – Building size = 129, 600 square feet
Construction type = Type IIA
FF = 5,250 gpm at 20 psi
Duration = 4 hours

Table B105.2 – Fire sprinkler allowance = - 50%
5,250 – 2,625 = 2,625 gpm
FF = 2,625 gpm @ 20 psi
Duration = 2 hours

Table CC105.1 – Approximate number of hydrants = 3
Average spacing = 400 feet + 25% allowable increase = 500
Maximum distance from street or frontage = 225 feet = 50% allowable increase = 337.5

19. Fire Protection systems shall be installed in accordance with provisions set forth in the California Fire Code as amended by the American Canyon Fire Protection District and the applicable National Fire Protection Association Standard.

20. Fire Apparatus Access Roads shall be designed in accordance with provisions set forth in the California Fire Code Chapter 5 and Appendix D as amended by the American Canyon Fire Protection District and the applicable Public Works Standard.

21. Access roads shall be completed with all-weather surfaces prior to the stockpiling of combustible materials or beginning combustible construction. Fire apparatus access shall be provided to within 150 feet of the most remote portions of all building from an approved exterior route. If this cannot be achieved fire apparatus turn arounds will be needed.

22. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Vertical traffic calming in the form of speed pumps, humps or dips are prohibited along fire access roads without prior approval of the fire Code Official. The minimum width and clearances established in Section 503.2.1 shall be maintained at all times.

23. Where applicable improvement plan submittals for permit shall include locations of fire lane red curbing and fire lane signage. Please refer to and include City Public Works Standard FP-2A & 2B with plan submittals for permitting.

24. The City of American Canyon requires that a fire hydrant be in service within 250 feet of the furthest point of construction prior to the stockpiling of combustible materials for the beginning of construction.

25. Fire Department Connections (FDC) shall be located not more than 100 ft. from the nearest fire hydrant.

Public Works

26. Per CC Resolution 2018-86 Condition #37 a.2: Developer is required to install an 8-feet wide Class 1 multi-use path along the entire length of South Kelly Road frontage from Devlin Road to SR29. The Developer asked the City to include the Vine Trail portion within the Caltrans right-of-way with the South Kelly Road Improvements Project, TR23-0200, as a reimbursable item. The Developer will reimburse the City for the cost of the portion of the Vine Trail within the Caltrans right-of-way, including engineering, permitting and construction. Prior to approval of the Improvement Plans, Developer shall enter into a reimbursement agreement with the City.

27. Per CC Resolution 2018-86 Condition #37 b: Developer is required to install a 12" recycled water main from the end of the existing recycled water main in Devlin Road extending within South Kelly Road to the frontage of Lot 1. Developer asked the City to include the installation of the 12" recycled water main with the South Kelly Road Improvements Project, TR23-0200, as a reimbursable item. Developer will reimburse the City for the cost of the 12" recycled water main installation, including engineering, permitting and construction. Prior to approval of the Improvement Plans, Developer shall enter into a reimbursement agreement with the City.

28. Driveways do not conform to City Standard Drawing #3.11. A Design and Construction Exception approval shall be obtained prior to submittal of the Improvement Plans.

29. Prior to recordation of the Final Map, Lot A shall convey all private reciprocal easements with Lot B for the construction, use and/or maintenance of roads or other access, drainage facilities, and utilities on the Final Map or by separate easements.

30. Prior to recordation of the Final Map, Lot A shall establish a Shared Maintenance Agreement with Lot B for the long term and ongoing maintenance and operation of all shared private improvements. Specifically, the parcel owners shall be responsible for the ongoing maintenance and operation of shared utilities, shared storm drains, and shared access roads. The Shared Maintenance Agreement shall be prepared to run with the land of each parcel. The Shared Maintenance Agreement shall be submitted to the City for review and approval prior to recordation.

31. Prior to recordation of the Final Map, Lot B shall convey all private reciprocal easements with Lot A and Lot D for the construction, use and/or maintenance of roads or other access, drainage facilities, utilities and post-construction storm water management facilities on the Final Map or by separate easements.

32. Prior to recordation of the Final Map, Lot B shall establish a Shared Maintenance Agreement with Lot A and Lot D for the long term and ongoing maintenance and operation of all shared private improvements. Specifically, the parcel owners shall be responsible for the ongoing maintenance and operation of all onsite stormwater quality facilities, shared storm drains, and shared access roads. The Shared Maintenance Agreement shall be prepared to run with the land of each parcel. The Shared Maintenance Agreement shall be submitted to the City for review and approval prior to recordation.

We look forward to working with you on this project. Should you have any questions, please contact me by e-mail at whe@americancanyon.gov , or by phone at 707-647-4337.

Sincerely,

City of American Canyon



William He, AICP
Senior Planner, Community Development Department

Attachments:
1. Exhibit A: Project Site Plan
2. Exhibit B: Landscaping Plan
3. Exhibit C: Building A Architectural Plan
4. Exhibit D: Building B Architectural Plan
5. Exhibit E: Confirmation of Conditions of Approval

EC: Project Review Committee
File

APPROVED PARKING							
BUILDING	STANDARD	COMPACT	ACCESSIBLE	ACCESSIBLE EV CHARGING ONLY	STANDARD EV CHARGING ONLY	STANDARD EV CAPABLE	TOTAL
A	45	4	4 (1 VAN)	2 (1 VAN)	3	3	61
B	21	0	4 (1 VAN)	1 VAN	1	2	28

SITE PLAN NOTES:

- EASEMENTS NOT SHOWN ON SITE PLAN FOR CLARITY.

Attachment 1:
PL24-0023 NACC BLDGS A & B MM - Site Plans

0 15 30 60
LM
SCALE: 1"=30'

S. KELLY ROAD

DEVLIN ROAD

BUILDING A
24,397 SF

BUILDING B
22,668 SF

DETENTION BASIN

BIORETENTION 10

BIORETENTION 11

BIORETENTION 12

BIORETENTION 13

BIORETENTION 14

PROPOSED 8' WIDE VINE TRAIL

PROPOSED 70.84' ACCESS EASEMENT

PROPOSED 20' ACCESS EASEMENT

PROPOSED PROPERTY LINE (PER TENTATIVE MAP)

100 LF 6" PVC SDR 35 SS @ 1%

36 LF 6" SS

6" SSCO RIM 58.14 INV 56.41

6" SSCO RIM 59.23 INV 55.41

6" SS INV 55.05

DENSE TREES

MISC. DEBRIS

City of American Canyon
Planning Division Approval
2/20/2025
Authorized Signature Date

SHEET INDEX

No.	TITLE
1	APPROVED SITE PLAN (PL20-0016)
2	PROPOSED SITE PLAN (PL24-0023)
3	GRADING PLAN
4	GRADING PLAN
5	PROPOSED UTILITY PLAN
6	TYPICAL CROSS SECTIONS
7	FIRE PLAN
8	DRIVEWAY VARIANCE PLAN
L1.1	PRELIMINARY LANDSCAPE PLAN

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER
BUILDINGS A & B
70 & 90 S. KELLY ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

APPROVED SITE PLAN (PL20-0016)

SCALE 1"=30'
DATE: 01-08-2024
JOB NO. 4775-1

1
SHEET 1 OF 9

X:\Land Projects\4775-1\dwg\4775-1_AB-MM_01.dwg

PARKING REQUIREMENTS		
BUILDING	A	B
WAREHOUSING/STORAGE SF	8,497	20,568
REQUIRED STALLS (SEE NOTE 1)	9	21
OFFICE SPACE SF	15,900	2,100
REQUIRED STALLS (SEE NOTE 2)	53	7
TOTAL STALLS REQUIRED	62	28

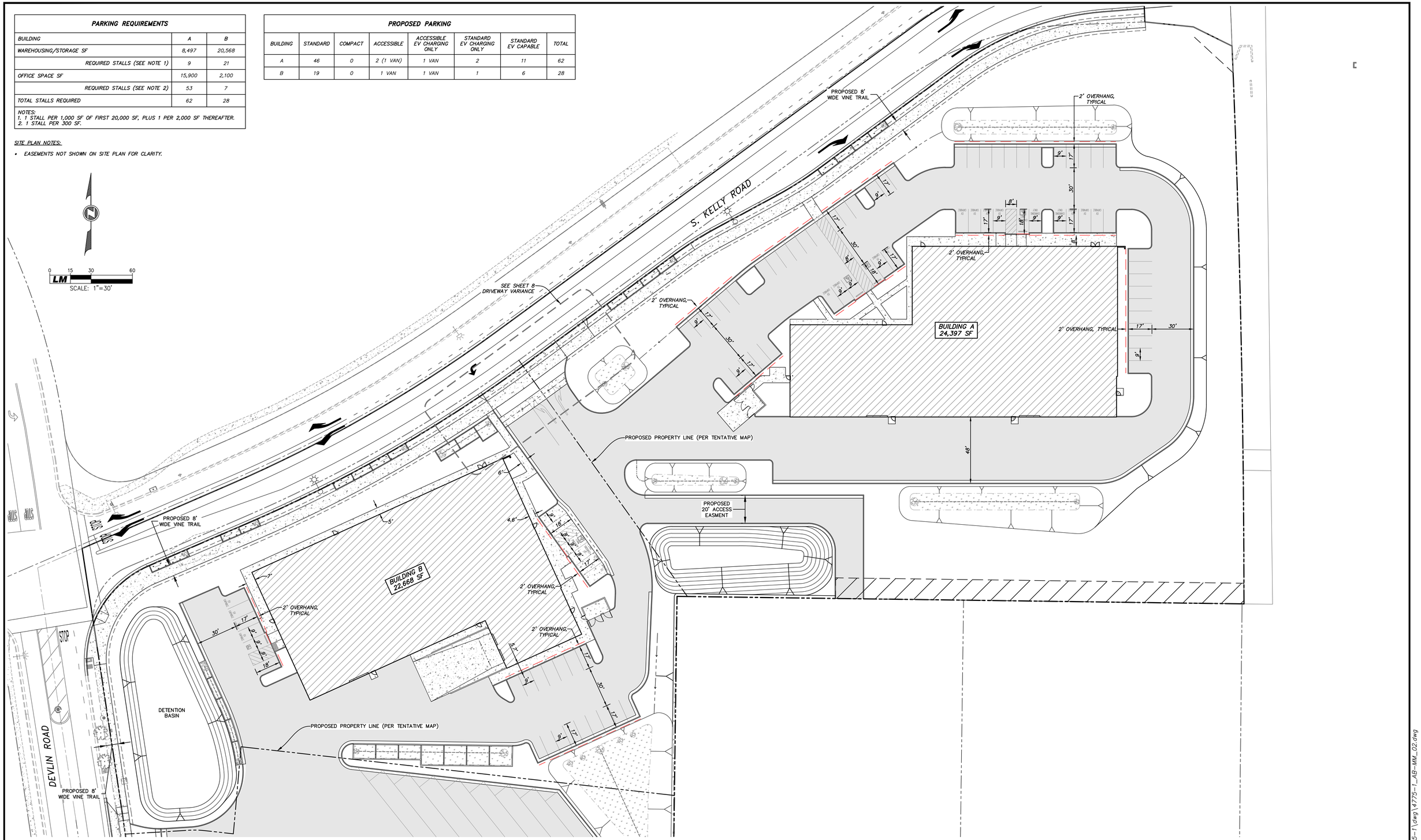
NOTES:
1. 1 STALL PER 1,000 SF OF FIRST 20,000 SF, PLUS 1 PER 2,000 SF THEREAFTER.
2. 1 STALL PER 300 SF.

PROPOSED PARKING							
BUILDING	STANDARD	COMPACT	ACCESSIBLE	ACCESSIBLE EV CHARGING ONLY	STANDARD EV CHARGING ONLY	STANDARD EV CAPABLE	TOTAL
A	46	0	2 (1 VAN)	1 VAN	2	11	62
B	19	0	1 VAN	1 VAN	1	6	28

SITE PLAN NOTES:

- EASEMENTS NOT SHOWN ON SITE PLAN FOR CLARITY.

0 15 30 60
LM
SCALE: 1"=30'



DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

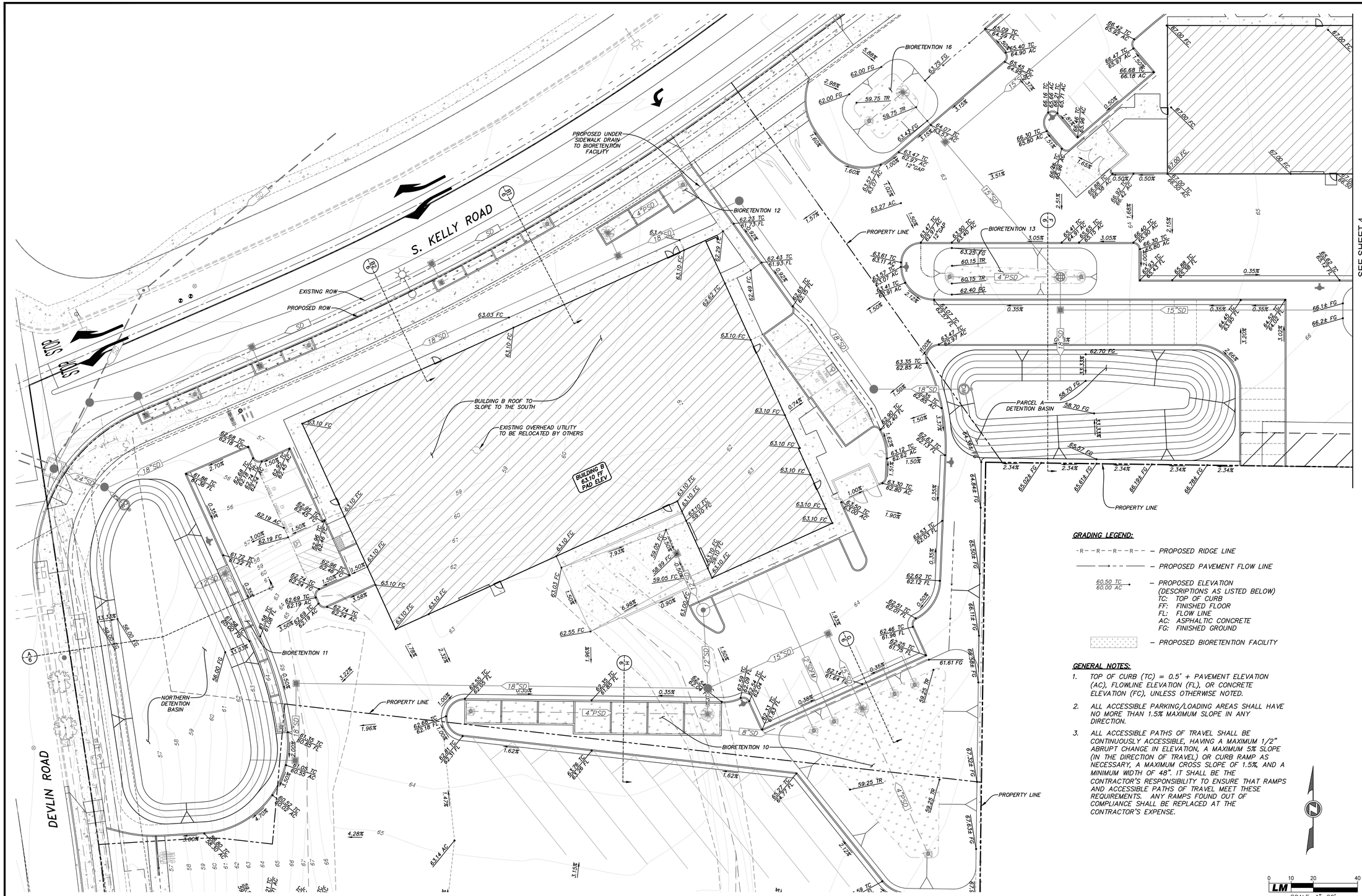
MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDINGS A & B
70 & 90 S. KELLY ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

PROPOSED SITE PLAN (PL24-0023)

SCALE 1"=30'
DATE: 01-08-2024
JOB NO. 4775-1

2
SHEET 2 OF 9

X:\Land Projects\4775-1\dwg\4775-1_AB-MM_02.dwg



GRADING LEGEND:

- R - R - R - R - R - – PROPOSED RIDGE LINE
- ——→——→—— – PROPOSED PAVEMENT FLOW LINE
- 60.50 TC / 60.00 AC – PROPOSED ELEVATION (DESCRIPTIONS AS LISTED BELOW)
  - TC: TOP OF CURB
  - FF: FINISHED FLOOR
  - FL: FLOW LINE
  - AC: ASPHALTIC CONCRETE
  - FG: FINISHED GROUND
- – PROPOSED BIORETENTION FACILITY

GENERAL NOTES:

1. TOP OF CURB (TC) = 0.5' + PAVEMENT ELEVATION (AC), FLOWLINE ELEVATION (FL), OR CONCRETE ELEVATION (FC), UNLESS OTHERWISE NOTED.
2. ALL ACCESSIBLE PARKING/LOADING AREAS SHALL HAVE NO MORE THAN 1.5% MAXIMUM SLOPE IN ANY DIRECTION.
3. ALL ACCESSIBLE PATHS OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE, HAVING A MAXIMUM 1/2" ABRUPT CHANGE IN ELEVATION, A MAXIMUM 5% SLOPE (IN THE DIRECTION OF TRAVEL) OR CURB RAMP AS NECESSARY, A MAXIMUM CROSS SLOPE OF 1.5%, AND A MINIMUM WIDTH OF 48". IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT RAMPS AND ACCESSIBLE PATHS OF TRAVEL MEET THESE REQUIREMENTS. ANY RAMPS FOUND OUT OF COMPLIANCE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

0 10 20 40
SCALE: 1"=20'

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

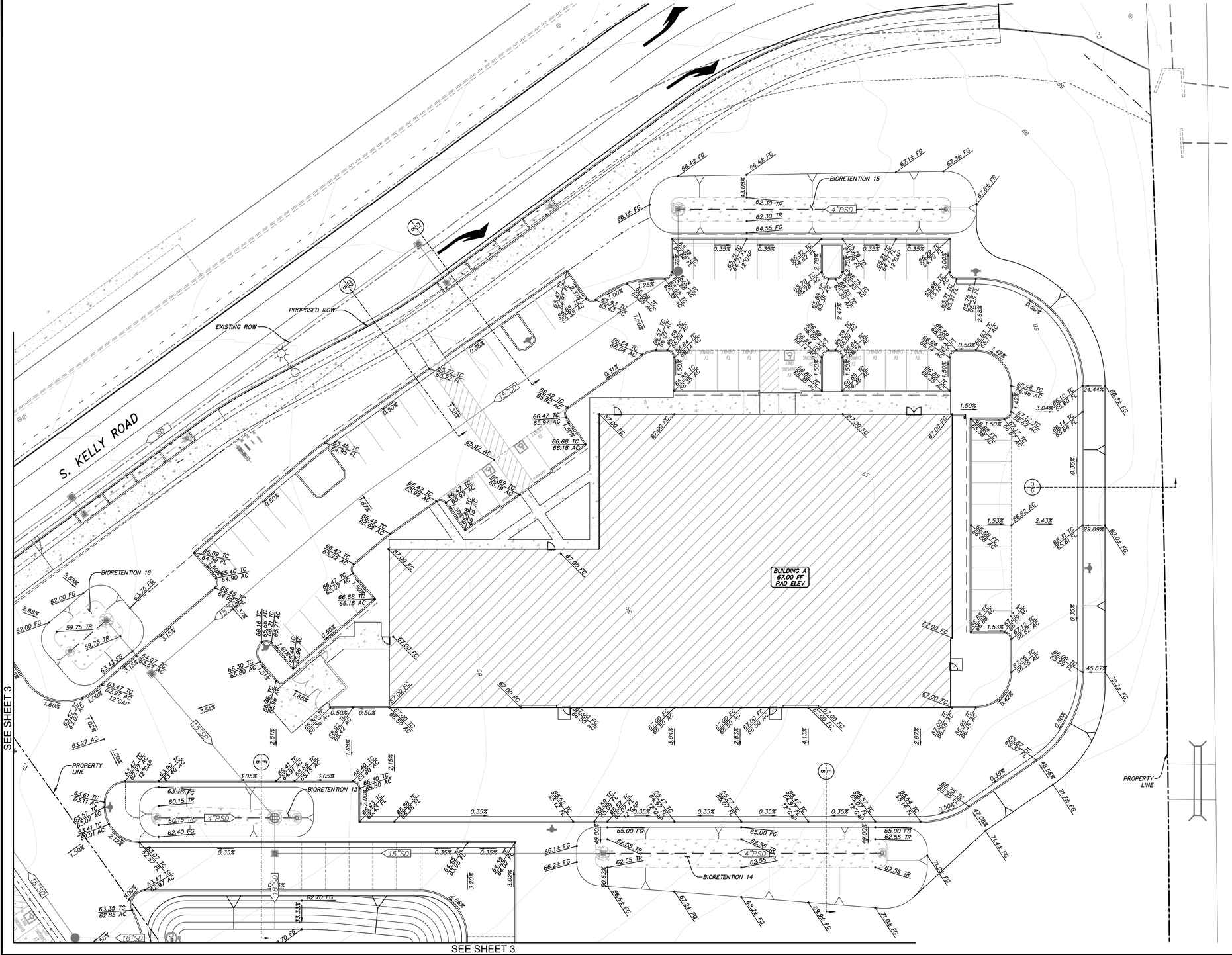
MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER BUILDINGS A & B
70 & 90 S. KELLY ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

GRADING PLAN

SCALE 1"=20'
DATE: 01-08-2024
JOB NO. 4775-1

3
SHEET 3 OF 9

X:\Land Projects\4775-1\dwg\4775-1_C308.dwg



GRADING LEGEND:

-R--R--R--R-- – PROPOSED RIDGE LINE

——→ – – —— – PROPOSED PAVEMENT FLOW LINE

60.50 TC / 60.00 AC – PROPOSED ELEVATION (DESCRIPTIONS AS LISTED BELOW)
TC: TOP OF CURB
FF: FINISHED FLOOR
FL: FLOW LINE
AC: ASPHALTIC CONCRETE
FG: FINISHED GROUND

– PROPOSED BIORETENTION FACILITY

GENERAL NOTES:

1. TOP OF CURB (TC) = 0.5' + PAVEMENT ELEVATION (AC), FLOWLINE ELEVATION (FL), OR CONCRETE ELEVATION (FC), UNLESS OTHERWISE NOTED.
2. ALL ACCESSIBLE PARKING/LOADING AREAS SHALL HAVE NO MORE THAN 1.5% MAXIMUM SLOPE IN ANY DIRECTION.
3. ALL ACCESSIBLE PATHS OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE, HAVING A MAXIMUM 1/2" ABRUPT CHANGE IN ELEVATION, A MAXIMUM 5% SLOPE (IN THE DIRECTION OF TRAVEL) OR CURB RAMP AS NECESSARY, A MAXIMUM CROSS SLOPE OF 1.5%, AND A MINIMUM WIDTH OF 48". IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT RAMPS AND ACCESSIBLE PATHS OF TRAVEL MEET THESE REQUIREMENTS. ANY RAMPS FOUND OUT OF COMPLIANCE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

BY _____ PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDINGS A & B
70 & 90 S. KELLY ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

GRADING PLAN

SCALE 1"=20'
DATE: 01-08-2024
JOB NO. 4775-1

4
SHEET 4 OF 9

X:\Land Projects\4775-1\dwg\4775-1_C309.dwg

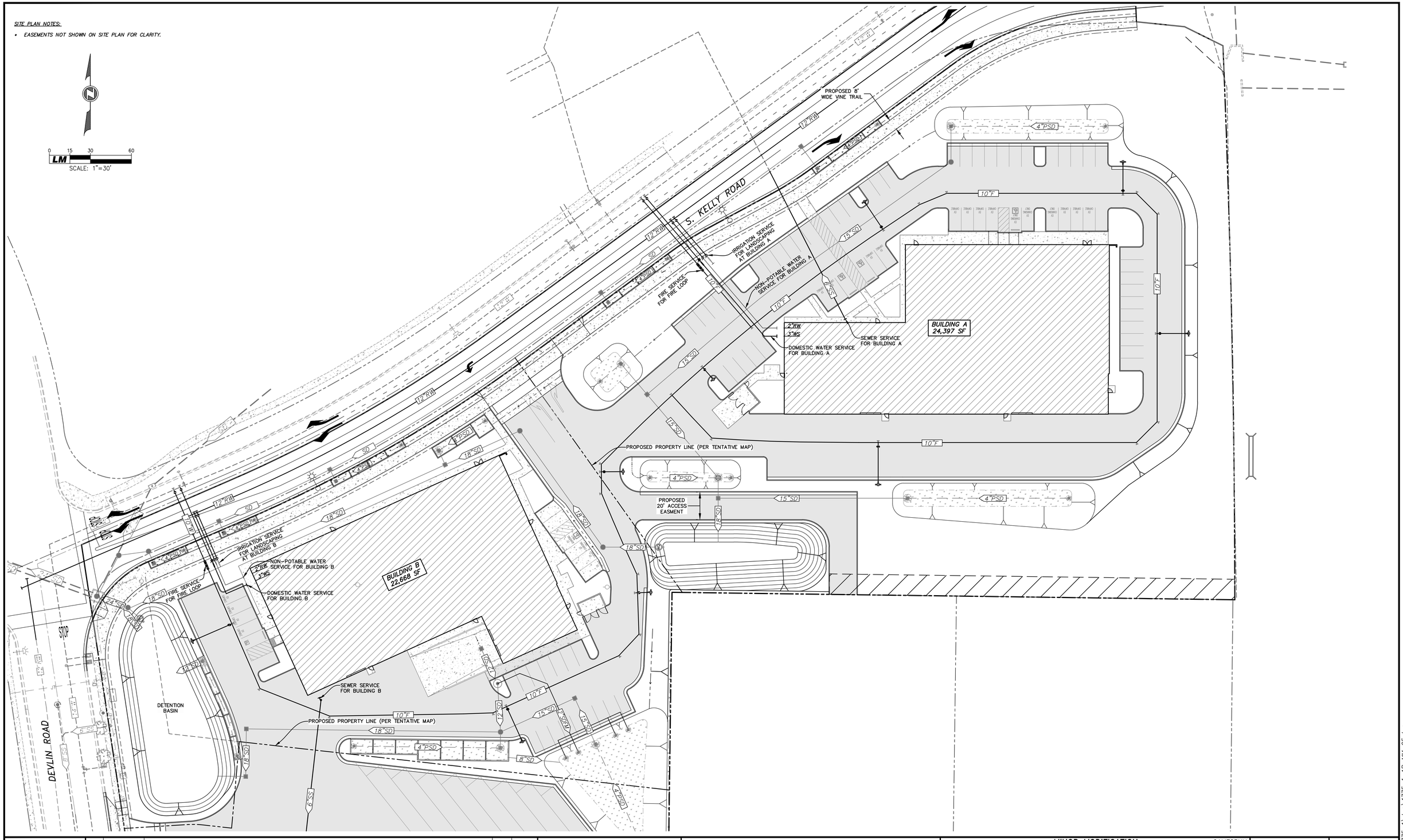
SITE PLAN NOTES:

- *EASEMENTS NOT SHOWN ON SITE PLAN FOR CLARITY.*

0 15 30 60

LM

SCALE: 1"=30'



DESIGNED BY PF				
DRAWN BY JB				
CHECKED BY PDC				
REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDINGS A & B

70 & 90 S. KELLY ROAD — *CITY OF AMERICAN CANYON* — *CALIFORNIA*

PROPOSED UTILITY PLAN

SCALE 1"=30'

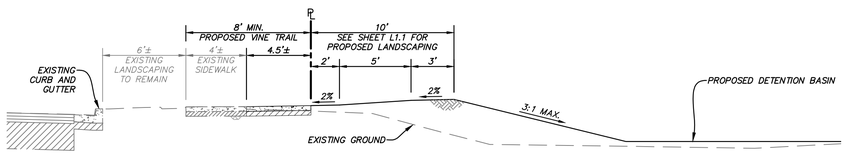
DATE: 01-08-2024

JOB NO. 4775-1

5

SHEET 5 OF 9

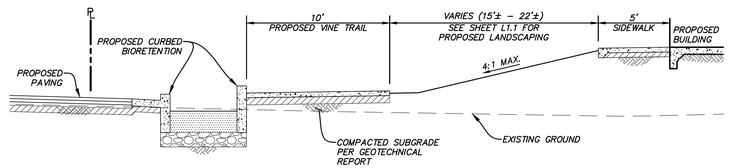
X:\Land Projects\4775-1\dwg\4775-1_AB-MM_05.dwg



DEVLIN ROAD AT BUILDING B

A

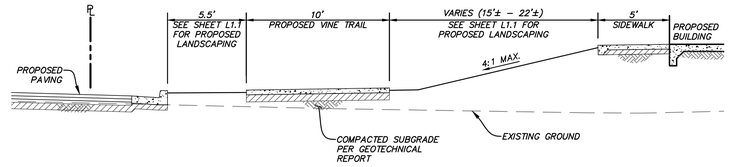
NTS



SOUTH KELLY ROAD AT BUILDING B (WITH BIORETENTION)

B1

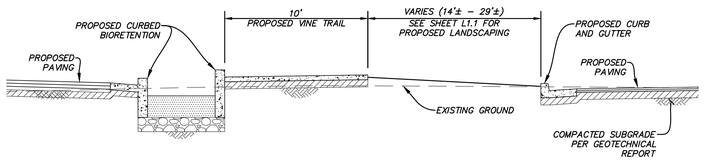
NTS



SOUTH KELLY ROAD AT BUILDING B

B2

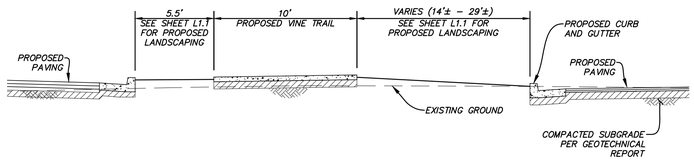
NTS



SOUTH KELLY ROAD AT BUILDING A (WITH BIORETENTION)

C1

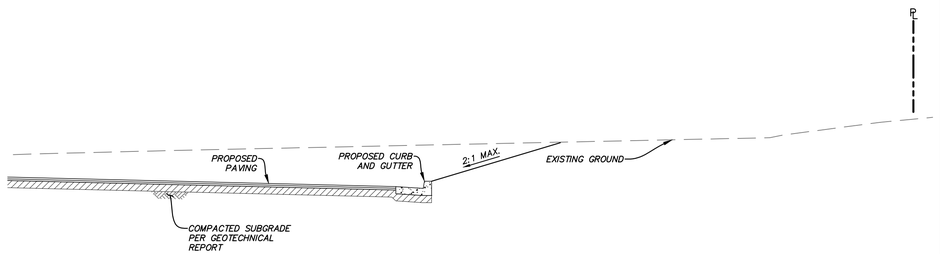
NTS



SOUTH KELLY ROAD AT BUILDING A

C2

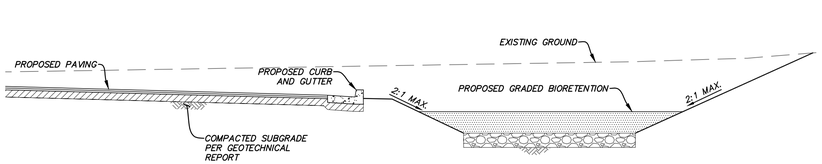
NTS



EAST SIDE OF BUILDING A

D

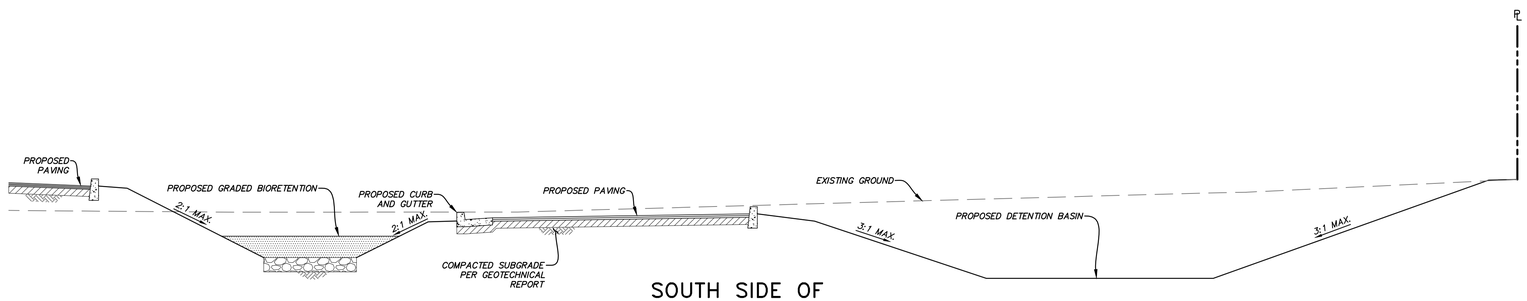
NTS



SOUTH SIDE OF BUILDING A

E

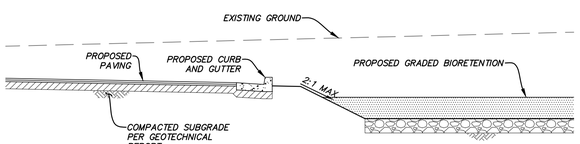
NTS



SOUTH SIDE OF BUILDING A

F

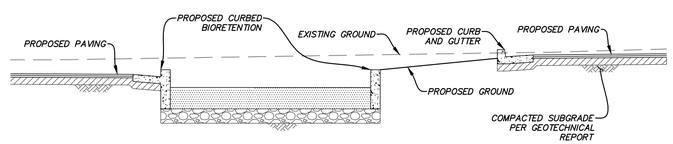
NTS



SOUTH SIDE OF BUILDING B

G

NTS



SOUTH SIDE OF BUILDING B

H

NTS

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

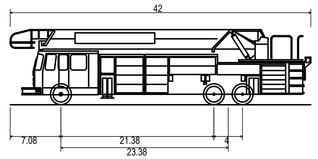
MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDINGS A & B
CALIFORNIA
70 & 90 S. KELLY ROAD
CITY OF AMERICAN CANYON

TYPICAL CROSS SECTIONS

SCALE NONE
DATE: 01-08-2024
JOB NO. 4775-1

6
SHEET 6 OF 9

X:\Land Projects\4775-1\dwg\4775-1_AB-MM_06.dwg



City of Napa Ladder Truck	
Overall Length	42.000ft
Overall Width	10.000ft
Overall Body Height	10.495ft
Min Body Ground Clearance	0.925ft
Track Width	8.360ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	41.20°

0 15 30 60

LM

SCALE: 1"=30'

S. KELLY ROAD

DEVLIN ROAD

PROPOSED 8' WIDE VINE TRAIL

PROPOSED PROPERTY LINE (PER TENTATIVE MAP)

PROPOSED 20' ACCESS EASMENT

BUILDING A 24,397 SF

BUILDING B 22,668 SF

DETENTION BASIN

12'RW

2'RW 3'WS

10'F

STOP

DESIGNED BY PF				
DRAWN BY JB				
CHECKED BY PDC				
	REV.	DATE	DESCRIPTION	BY APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDINGS A & B
70 & 90 S. KELLY ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

FIRE PLAN

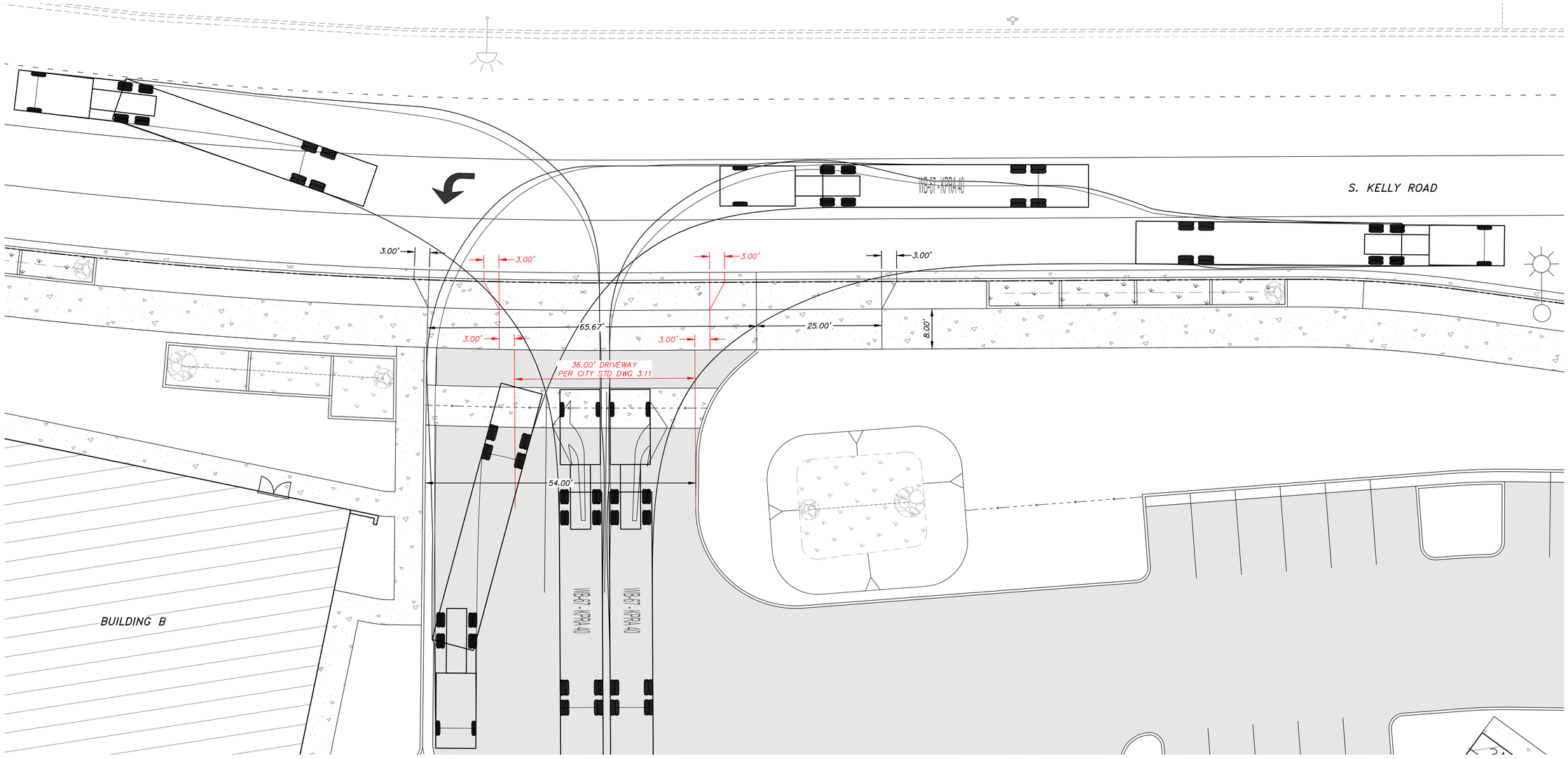
SCALE 1"=30'

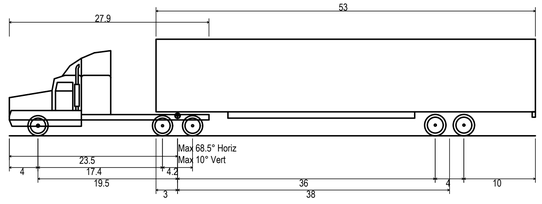
DATE: 01-08-2024
JOB NO. 4775-1

7

SHEET 7 OF 9

X:\Land Projects\4775-1\dwg\4775-1_AB-MM_03.dwg





WB-67 - KPRA 40

Overall Length	73.501ft
Overall Width	8.500ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	28.40°

VARIANCE REQUEST:
APPLICANT REQUESTS A VARIANCE TO COMMERCIAL CURB CUTS & DRIVEWAY REGULATIONS (STANDARD DWG. # 3.11) TO ACCOMMODATE TRUCK TURN MOVEMENTS.

0 5 10 20
SCALE: 1"=10'

REV.	DATE	DESCRIPTION	BY	APP'D.

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDINGS A & B
70 & 90 S. KELLY ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

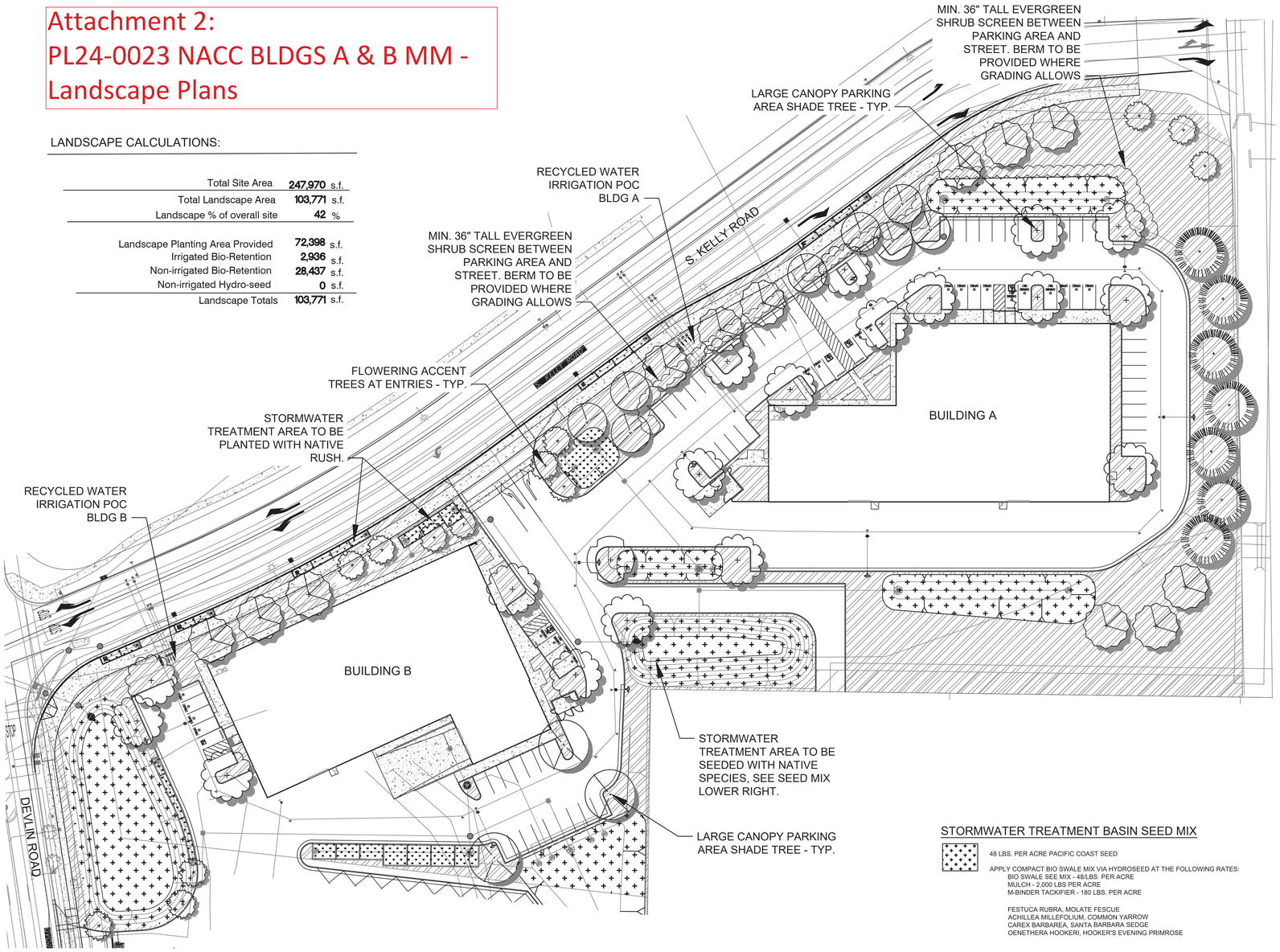
DRIVEWAY VARIANCE PLAN

SCALE 1"=10'
DATE: 01-08-2024
JOB NO. 4775-1

8
SHEET 8 OF 9

X:\Land Projects\4775-1\dwg\4775-1_AB-MM_07.dwg

Attachment 2:
PL24-0023 NACC BLDGS A & B MM - Landscape Plans



LANDSCAPE CALCULATIONS:

Total Site Area	**247,970**	s.f.
Total Landscape Area	**103,771**	s.f.
Landscape % of overall site	**42**	%
Landscape Planting Area Provided	**72,398**	s.f.
Irrigated Bio-Retention	**2,936**	s.f.
Non-irrigated Bio-Retention	**28,437**	s.f.
Non-irrigated Hydro-seed	**0**	s.f.
Landscape Totals	**103,771**	s.f.

STORMWATER TREATMENT BASIN SEED MIX

48 LBS. PER ACRE PACIFIC COAST SEED

APPLY COMPACT BIO SWALE MIX VIA HYDROSEED AT THE FOLLOWING RATES:
BIO SWALE SEE MIX - 48/LBS. PER ACRE
MULCH - 2,000 LBS PER ACRE
M-BINDER TACKIFIER - 180 LBS. PER ACRE

FESTUCA RUBRA, MOLATE FESCUE
ACHILLEA MILLEFOLIUM, COMMON YARROW
CAREX BARBAREA, SANTA BARBARA SEDGE
OENETHERA HOOKERI, HOOKER'S EVENING PRIMROSE

Preliminary MAWA

LA= 78,330 s.f.
SLA = 0 s.f.
ETo= 45.8 inches/year

MAWA = (ETo) x 0.62) x ((0.45xLA)+(0.3xSLA))
MAWA = 1,176,551 gallons per year

Preliminary ETWU

LA= 78,330 s.f.
SLA = 0 s.f.
ETo= 45.8 inches/year

ETWU = (ETo) x 0.62) x ((PFxHA/IE)+SLA))
ETWU = 792,290 gallons per year

PRELIMINARY LANDSCAPE NOTES:

1. THERE IS APPROXIMATELY 103,771 S.F. OF LANDSCAPE AREA.
2. ALL PLANTS AND TREES ARE 'WUCOLS' LOW/MEDIUM WATER VARIETIES.
3. SOIL AMENDMENTS WILL BE INCORPORATED PER SOILS TEST. COMPOST WILL BE ORGANIC COMPOSTED GREEN WASTE.
4. ALL PLANTER AREAS SHALL BE TREATED WITH A 3" LAYER OF MULCH.
5. THERE IS 15 % LANDSCAPE AREA WITHIN THE PARKING AND CIRCULATION AREA.
6. THERE ARE 83 PARKING STALLS AND 28 SHADE TREES. 1 TREE PER 3 STALLS = 27 TREES.

PRELIMINARY IRRIGATION NOTES:

A FULLY AUTOMATIC RECYCLED WATER IRRIGATION SYSTEM THAT MEETS THE CURRENT WATER EFFICIENT LANDSCAPE ORDINANCE REQUIREMENTS SHALL BE INSTALLED INCLUDING THE FOLLOWING:

1. AN 'ET' SMART CONTROLLER AND 'ET' SENSOR SHALL BE USED FOR WEATHER BASED IRRIGATION CONTROL.
2. A MASTER VALVE AND FLOW SENSOR SHALL BE INSTALLED IN THE SYSTEM.
3. ALL PLANTER AREAS SHALL BE IRRIGATED WITH PLACE-DRIP IRRIGATION.
4. TREES SHALL RECEIVE DEEP WATERING BUBBLERS.
5. 'WELO' DOCUMENTATION SHALL BE SUBMITTED WITH LANDSCAPE IMPROVEMENTS PLANS (CONSTRUCTION DOCUMENTS).

PRELIMINARY RECYCLED WATER NOTES

1. MAINLINE, QUICK COUPLERS AND VALVE BOX LIDS, AND PIPING SHALL HAVE RECYCLED WATER SYMBOL AND WARNING.
2. THE IRRIGATION SYSTEM SHALL MEET ALL CITY REQUIREMENTS FOR RECYCLED WATER.
3. A WATER METER IS REQUIRED FOR FOR RECYCLED WATER IRRIGATION CONNECTION PER INDIVIDUAL SYSTEMS
4. WARNING TAGS SHALL BE PURPLE PLASTIC AND BEAR THE WORDS "RECYCLED WATER" ON EACH SIDE (ONE IN ENGLISH, THE OTHER SIDE SPANISH)
5. WARNING TAGS SHALL BE INSTALLED ON THE WATER METER, BACKFLOW PREVENTER , VALVES, AND EXPOSED PIPING OF ALL RECYCLED WATER SYSTEMS PER THE CITY GUIDELINES: ANGLE STOP, METER AND BACKFLOW ARE PAINTED PURPLE.
6. ALL CONSTRUCTION SHALL CONFORM TO THE CURRENT VERSION OF "GUIDELINES FOR THE USE OF RECYCLED WATER" AVAILABLE BY WATER PURVEYOR.
7. THE IRRIGATION SHALL BE INSTALLED TO PREVENT RUNOFF AND PONDING. OVER SPRAY OR WIND DRIFT ONTO PAVING AREAS IS NOT PERMITTED. THE SITE WILL BE REQUIRED TO PASS A 'SPRINKLER COVERAGE TEST' ADMINISTERED BY CITY STAFF TO ENSURE RECYCLED WATER REMAINS IN AUTHORIZED USE AREAS ONLY. PROVIDE A MINIMUM OF 48 HOURS NOTICE WHEN CONTACTING THE CITY TO SCHEDULE THIS TEST.
8. ANY CONNECTIONS BETWEEN THE POTABLE WATER AND RECYCLED WATER ARE PROHIBITED.
9. THE CITY BUILDING DIVISION MUST BE NOTIFIED FOR INSPECTION AT LEAST 24 HRS. PRIOR TO BACK FILL OF THE POINT OF CONNECTION. CERTIFICATE OF FINAL COMPLETION SHALL BE SUBMITTED TO THE BUILDING INSPECTOR PRIOR TO FINAL OCCUPANCY.
10. SUBSTANTIAL CHANGES TO THE APPROVED PLANS SHALL BE SUBMITTED TO THE 'BUILDING AND WATER RESOURCE DIV.' FOR RE-APPROVAL AT LEAST TWO WEEKS PRIOR TO CONSTRUCTION.
11. IDENTIFICATION FOR RECYCLED WATER APPLIES TO ALL PIPING, MAINLINES AND LATERALS. QUICK COUPLING VALVES SHALL HAVE PURPLE LOCKING LIDS. ALL VALVES TO BE INSTALLED IN PURPLE VALVE BOXES. DEPTH OF COVER SHALL BE AT LEAST 24" FOR MAINLINES.
12. A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN POTABLE WATER AND RECYCLED WATER PIPING IS REQUIRED. AT CROSSINGS, RECYCLED WATER CONSTANT PRESSURE MAINS SHALL BE AT LEAST 12" BELOW POTABLE WATER PIPES WITHIN A 10' HORIZONTAL DISTANCE, LATERAL PIPING MAY CROSS ABOVE POTABLE WATER WITHIN A MINIMUM OF 12" CLEARANCE.
13. WHERE PIPE SLEEVES ARE USED, EITHER THE SLEEVE OR INTERIOR PIPE MUST BE IDENTIFIED AS RECYCLED WATER. IDENTIFICATION TAPE OR PURPLE COLORED PIPE IS PERMITTED ON THE SLEEVE. INTERIOR PIPE MUST BE PURPLE PIPE.
14. PURPLE PIPE SHALL NOT BE STORED IN DIRECT SUNLIGHT.
15. ALL IRRIGATION HEADS TO BE MARKED WITH RECYCLED WATER IDENTIFICATION CAPS.
16. HOSE BIBBS SHALL NOT BE USED.

LANDSCAPE PLANT LIST:

PLANT LIST: WATER REGIME PLANT FACTOR REFERENCED ARE PER WUCOLS IV - ZONE 1
MATURE HABIT PER SUNSET WESTERN GARDEN BOOK

TREES

no.	NATIVE	BOTANICAL NAME	COMMON NAME	SIZE	WATER REGIME HYDROZONE	MATURE HABIT H X W
		ACER R. 'OCTOBER GLORY'	OCTOBER GLORY MAPLE	15 GAL.	MEDIUM	40' X 25'
		CEDRUS DEODARA	DEODAR CEDAR	15 GAL.	LOW	60' X 30'
		LAGERSTROEMIA F. 'CATAWBA'	CREPE MYRTLE	15 GAL.	LOW	15' X 15'
		PISTACIA CHINENSIS	CHINESE PISTACHE	15 GAL.	LOW	40' X 35'
		METROSIDEROS EXCELSA	NEW ZEALAND CHRISTMAS TREE	15 GAL.	LOW	30' X 30'
	X	QUERCUS SHUMARDII	SHURMARD OAK	15 GAL.	LOW	45' X 50'
		ULMUS 'FRONTIER'	FRONTIER ELM	15 GAL.	LOW	35' X 25'

GROUND COVER

					SPACING
		COPROSMA P. 'VERDE VISTA'	MIRROR PLANT	1 GAL.	LOW	36" O.C.
		COTONEASTER D. 'LOWFAST'	BEARBERRY	1 GAL.	LOW	36" O.C.
		TRACHELOSPERMUM JASMINOIDES	STAR JASMINE	1 GAL.	LOW	24" O.C.

STORMWATER TREATMENT PLANTING

						SPACING
	X	JUNCUS PATENS 'ELK BLUE'	ELK BLUE CALIFORNIA GRAY RUSH	1 GAL	LOW	36" O.C.
	X	NATIVE SEED MIX SEE RIGHT NON IRRIGATED	MFG. PACIFIC COAST SEED			

SHRUBS

no.	NATIVE	BOTANICAL NAME	COMMON NAME	SIZE	WATER REGIME HYDROZONE	MATURE HABIT H X W
	X	ARCTOSTAPHYLOS 'JOHN DOURLEY'	MANZANITA	5 GAL.	LOW	
		BERBERIS AUTROPURPUREA	JAPANESE PURPLE BARBERRY	5 GAL.	LOW	
		CEANOTHUS CONCHA	CALIFORNIA LILAC	5 GAL.	LOW	
	X	HETEROMELES ARBUTIFOLIA	TOYON	5 GAL.	LOW	
		LOROPETALUM RAZZLEBERRI	RAZZLEBERRY	5 GAL.	MEDIUM	
		NANDINA DOMESTICA	HEAVENLY BAMBOO	5 GAL.	LOW	
		NERIUM O. 'PETITE RED'	DWARF RED OLEANDER	5 GAL.	LOW	
		MISCANTHUS 'YAKU JIMA'	EULALIA GRASS	5 GAL.	MEDIUM	
		PHOTINIA FRASERI	FRASER PHOTINIA	5 GAL.	MEDIUM	
		RHAPHIOLEPIS I. 'PINK LADY'	INDIAN HAWTHORNE	5 GAL.	LOW	
		ROSA 'RED CARPET'	RED CARPET ROSE	2 GAL.	MEDIUM	
		PHORMIUM RUBRA	PURPLE FLAX	5 GAL.	MEDIUM	
		TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL.	LOW	
	X	SALVIA GREGGII 'PURPLE'	AUTUMN SAGE	5 GAL.	LOW	
		VIBURNUM 'SPRING BOUQUET'	COMPACT LAURUSTINUS	5 GAL.	LOW	
		XYLOSMA C. 'COMPACTA'	COMPACT XYLOSMA	5 GAL.	LOW	

0 20 40 80
Scale 1" = 40 ft
sheet size = 36" x 24"

BEFORE EXCAVATING CALL: 811
48-HOURS BEFORE ALL PLANNED WORK OPERATIONS
811 Know what's below. Call before you dig.

GreenDesign
Landscape Architects, Inc.
1464 Popinjay Drive Reno, NV.
p: 775 829 1364 email: bhatch00@charter.net

Napa Airport Corporate Center Bldgs. A and B

90 S. Kelly Road & 70 S. Kelly Road
American Canyon, CA 94508

ISSUE	DATE
--	--.--.--

LICENSED LANDSCAPE ARCHITECT
BARBARA M. HATCH
12-31-25
Renewal Date
STATE OF CALIFORNIA

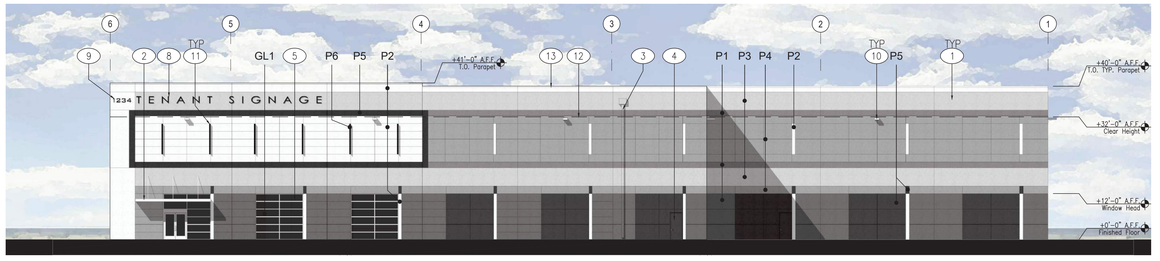
OWNERSHIP AND USE OF DOCUMENTS
All Drawings, Specifications and copies thereof furnished by Green Design Landscape Architecture are and shall remain its property. They are to be used only with respect to this Project and are not to be used on any other project. Submission or distribution to meet official regulatory requirements or for purposes in connection with the Project is not to be construed as publication in derogation of Green Design Landscape Architecture, common law copyright or other reserved rights.

Approved	bh		
Drawn	kh	Reviewed	bh
Project No.	PL24-0023		
Scale		Issue Date	-.-.-

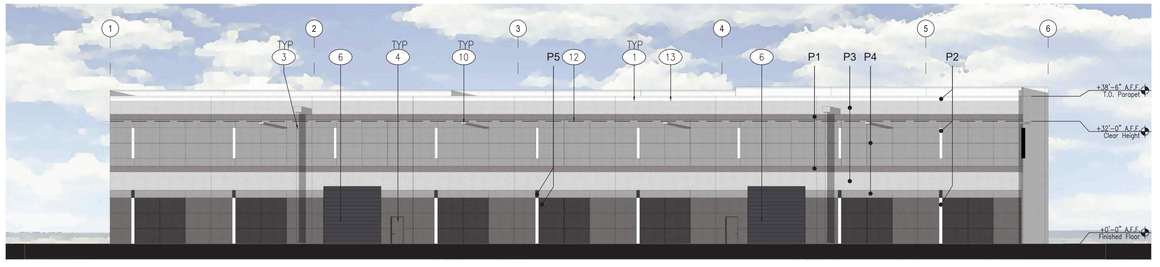
Preliminary Landscape Plan

L1.1

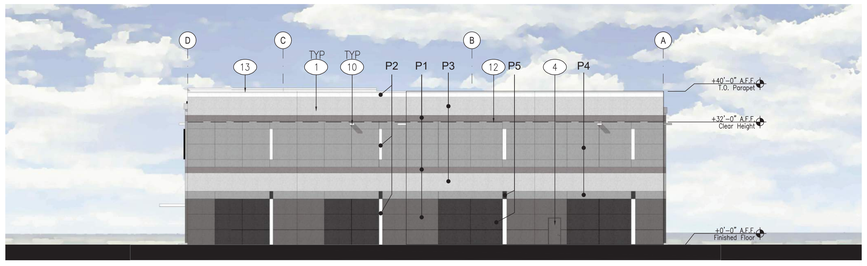
Attachment 3:
PL24-0023 NACC BLDGS A & B MM -
BLDG A Exterior Elevations



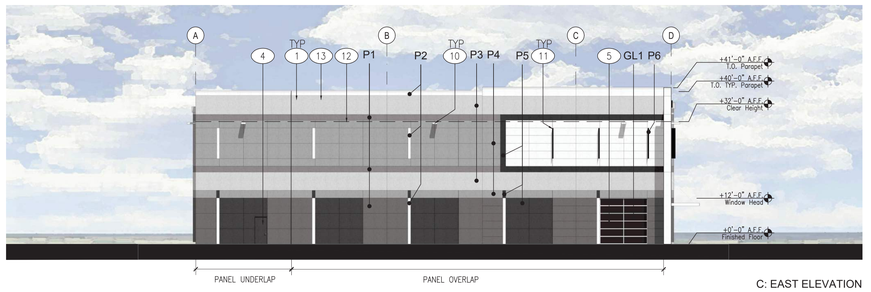
A: NORTH ELEVATION



B: SOUTH ELEVATION



D: WEST ELEVATION



C: EAST ELEVATION



E: PERSPECTIVE VIEW OF MAIN ENTRY

0' 8' 16' 32'

EXTERIOR ELEVATIONS
SCALE: 1/16" = 1'-0"
1

FINISH LEGEND:

- GL1 : 1" DUAL GLAZED INSULATING UNITS IN ALUMINUM FRAMES
  OUTSIDE PANE: VITRO GRAYLITE II 1/4" THICK DARK GRAY VISION GLAZ.
  INSIDE PANE: CLEAR FLOAT 1/4" GLASS
  FRAMES: THERMALLY BROKEN CLEAR ANODIZED ALUMINUM FRAMES
- P1: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7067 CITYSCAPE
- P2: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7008 ALABASTER
- P3: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7016 PASSIVE
- P4: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7660 EARL GREY
- P5: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7069 IRON ORE
- P6: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW6990 CAVIAR

KEYNOTES:

1. TYPICAL SITE CAST, CONCRETE TILT-UP PANELS WITH 3/4" REVEALS AND A MULTI COLOR COATING SYSTEM.
2. PAINTED STEEL ENTRY CANOPY
3. METAL SURFACE MOUNTED SCUPPERS AND DOWNSPOUTS. PAINT TO MATCH ADJACENT PANEL COLOR.
4. TYPICAL 3' X 7' STEEL MAN DOOR WITH LIGHT FIXTURE CENTERED OVER DOOR. PAINT TO MATCH ADJACENT PANEL COLOR.
5. TYPICAL WINDOW SYSTEM: DUAL PANE GLAZING IN 2" x 4" (NOMINAL) THERMALLY BROKEN, CLEAR ANODIZED ALUMINUM FRAMES. GLAZING TO BE TINTED WITH LOW-E COATING. STOREFRONT DOORS TO MATCH WINDOW SYSTEM.
6. 15' X 15' GRADE LEVEL O.H. SECTIONAL ROLL UP DOOR
7. 8'-6" X 10' DOCK LEVEL O.H. SECTIONAL ROLL UP DOOR
8. TENANT SIGNAGE: UNDER SEPARATE PERMIT AT TIME OF TENANT IMPROVEMENTS
9. ADDRESS SIGNAGE PER BUILDING, FIRE, AND SHERIFF DEPT REQUIREMENTS.
10. SURFACE MOUNTED LIGHT FIXTURE.
11. SURFACE MOUNTED BENT PLATE STEEL OR ALUMINUM 'ACCENT FINS'. PAINT AS SPECIFIED.
12. DASHED LINE INDICATES INTERNAL CLEAR HEIGHT.
13. FUTURE ROOF MOUNTED HVAC EQUIPMENT TO BE SCREENED FROM VIEWS FROM THE PUBLIC ROAD WAYS. SCREENING TO BE ACCOMPLISHED VIA THE BUILDING PARAPET OR A MECHANICAL SCREEN AS DEEMED NECESSARY BY THE PLANNING DEPARTMENT AT THE TIME WHEN THE FUTURE EQUIPMENT IS LOCATED AND SIZED.

City of American Canyon
Planning Division Approval
2/20/2025
Authorized Signature Date

RMW
RMW Architecture Interiors
1718 Third Street
Suite 101
Sacramento
California 95811
Office
916 449-1400
rmw.com

OWNER / DEVELOPER:

502 WHITMORE AVE
MODESTO, CA
CONTACT: STEVE LAY
PHONE: 209.252.1295

PRELIMINARY DESIGN DOCUMENTS FOR:

NEW INDUSTRIAL/
MANUFACTURING BUILDINGS

BUILDING A
90 S. KELLY ROAD
AMERICAN CANYON, CA 94503
PL24-0023

approved for the owner by :

approved for the architect by :

issue : description : date :

GENERAL CONTRACTOR:

drawn by : EF plot date : 09-05-2024

checked by : JDL

stamp

LICENSED ARCHITECT
JEFFREY D. LEONHARDT
NO. C33644
REN. 12-31-25
STATE OF CALIFORNIA

scale : AS NOTED

project number : 2234116

EXTERIOR ELEVATIONS BUILDING A

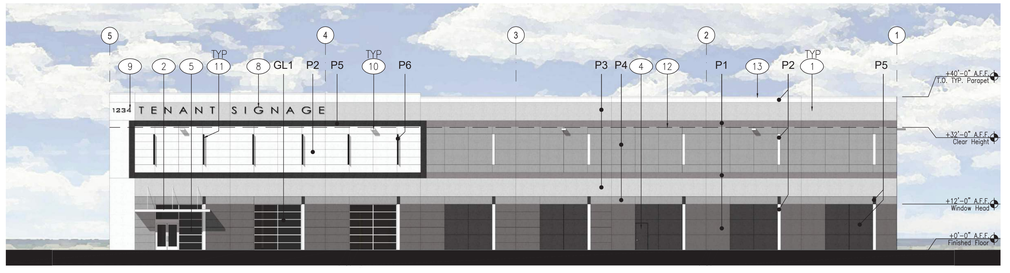
sheet no. :
A03.1

Attachment 4:
PL24-0023 NACC BLDGS A & B MM - BLDG B Exterior Elevations

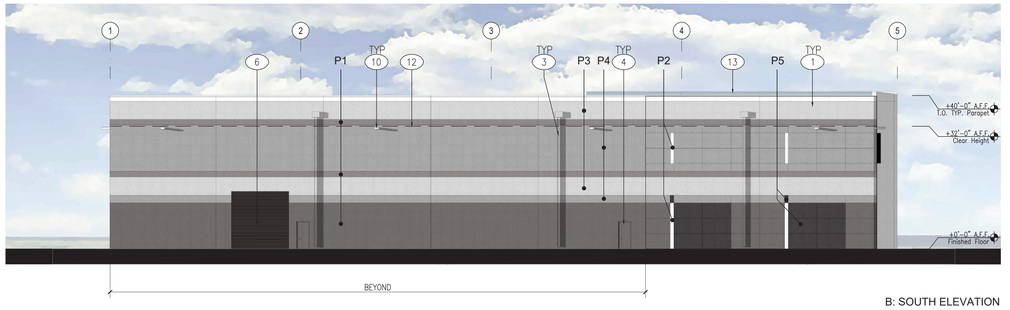
City of American Canyon
Planning Division Approval

2/20/2025

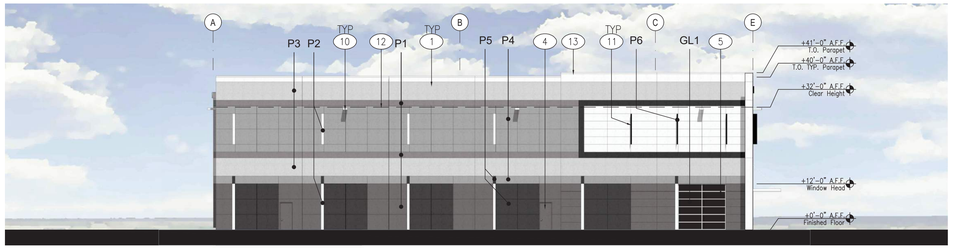
Authorized Signature | Date



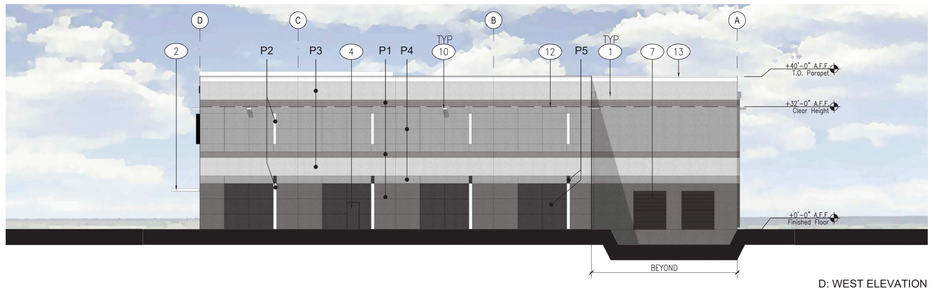
A: NORTH ELEVATION



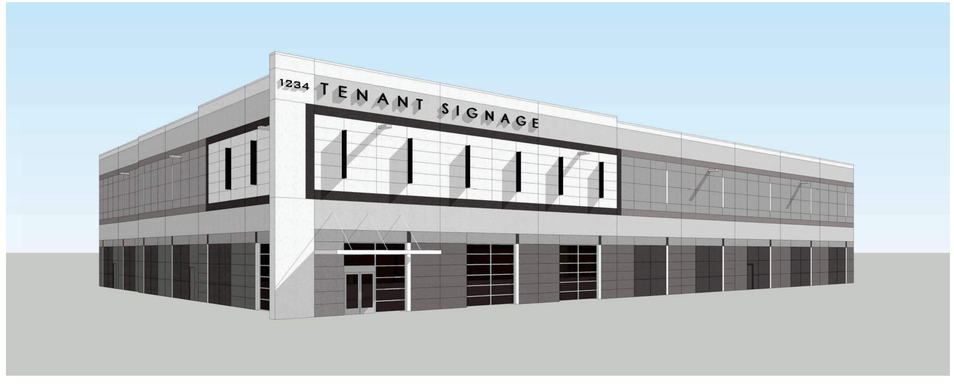
B: SOUTH ELEVATION



C: EAST ELEVATION



D: WEST ELEVATION



E: PERSPECTIVE VIEW OF MAIN ENTRY

0' 8' 16' 32'

EXTERIOR ELEVATIONS
SCALE: 1/16" = 1'-0"
1

FINISH LEGEND:

- GL1 : 1" DUAL GLAZED INSULATING UNITS IN ALUMINUM FRAMES
  OUTSIDE PANE: VITRO GRAYLITE II 1/4" THICK DARK GRAY VISION GLAZ.
  INSIDE PANE: CLEAR FLOAT 1/4" GLASS
  FRAMES: THERMALLY BROKEN CLEAR ANODIZED ALUMINUM FRAMES
- P1: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7067 CITYSCAPE
- P2: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7008 ALABASTER
- P3: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7016 PASSIVE
- P4: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7660 EARL GREY
- P5: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7069 IRON ORE
- P6: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW6990 CAVIAR

KEYNOTES:

1. TYPICAL SITE CAST, CONCRETE TILT-UP PANELS WITH 3/4" REVEALS AND A MULTI COLOR COATING SYSTEM.
2. PAINTED STEEL ENTRY CANOPY
3. METAL SURFACE MOUNTED SCUPPERS AND DOWNSPOUTS. PAINT TO MATCH ADJACENT PANEL COLOR.
4. TYPICAL 3' X 7' STEEL MAN DOOR WITH LIGHT FIXTURE CENTERED OVER DOOR. PAINT TO MATCH ADJACENT PANEL COLOR.
5. TYPICAL WINDOW SYSTEM: DUAL PANE GLAZING IN 2" x 4" (NOMINAL) THERMALLY BROKEN, CLEAR ANODIZED ALUMINUM FRAMES. GLAZING TO BE TINTED WITH LOW-E COATING. STOREFRONT DOORS TO MATCH WINDOW SYSTEM.
6. 15' X 15' GRADE LEVEL O.H. SECTIONAL ROLL UP DOOR
7. 8'-6" X 10' DOCK LEVEL O.H. SECTIONAL ROLL UP DOOR
8. TENANT SIGNAGE: UNDER SEPARATE PERMIT AT TIME OF TENANT IMPROVEMENTS
9. ADDRESS SIGNAGE PER BUILDING, FIRE, AND SHERIFF DEPT REQUIREMENTS.
10. SURFACE MOUNTED LIGHT FIXTURE.
11. SURFACE MOUNTED BENT PLATE STEEL OR ALUMINUM 'ACCENT FINS'. PAINT AS SPECIFIED.
12. DASHED LINE INDICATES INTERNAL CLEAR HEIGHT.
13. FUTURE ROOF MOUNTED HVAC EQUIPMENT TO BE SCREENED FROM VIEWS FROM THE PUBLIC ROAD WAYS. SCREENING TO BE ACCOMPLISHED VIA THE BUILDING PARAPET OR A MECHANICAL SCREEN AS DEEMED NECESSARY BY THE PLANNING DEPARTMENT AT THE TIME WHEN THE FUTURE EQUIPMENT IS LOCATED AND SIZED.

RMW
Architecture
Interiors

1718 Third Street
Suite 101
Sacramento
California 95811

Office
916 449-1400

rmw.com

OWNER / DEVELOPER:

502 WHITMORE AVE
MODESTO, CA
CONTACT: STEVE LAY
PHONE: 209.252.1295

PRELIMINARY DESIGN DOCUMENTS FOR:

NEW INDUSTRIAL/
MANUFACTURING BUILDINGS

BUILDING B
70 S. KELLY ROAD
AMERICAN CANYON, CA 94503
PL24-0023

approved for the owner by :

approved for the architect by :

issue : description : date :

GENERAL CONTRACTOR:

drawn by : EF plot date : 09-05-2024

checked by : JDL

stamp

LICENSED ARCHITECT
JEFFREY D. LEONHARDT
NO. C33644
REN. 12-31-25
STATE OF CALIFORNIA

scale : AS NOTED

project number : 2234116

EXTERIOR ELEVATIONS BUILDING B

sheet no. :

A03.2

EXHIBIT E
Applicant Confirmation of Conditions of Approval
NACC BLDGS A and B Minor Modification
(FILE NO. PL24-0023)

As shown by my signature below, I confirm that I understand and agree to abide by the conditions of approval included in the Minor Modification Approval dated February 20, 2025.

_____ _____
Applicant's signature Date

_____
Applicant's name

_____ _____
Property Owner's signature Date

_____
Property Owner's name

Please return signed confirmation to the City of American Canyon Community Development Department, 4381 Broadway, Suite 201, American Canyon, CA 94503

EXHIBIT F

SUBSEQUENT APPROVAL – MINOR MODIFICATION PL24-0024

[to be inserted]

EXHIBIT F

CITY OF AMERICAN CANYON
COMMUNITY DEVELOPMENT DEPARTMENT

Sent by Email to:
Steven Lay, stevenlay@g3enterprises.com
Jeff Leonhardt, jleonhardt@rmw.com
Paymon Fardanesh, pay@lmce.net

February 20, 2025

Steven Lay
G3 Enterprises
502 E Whitmore Ave
Modesto, CA 95358

Subject: Approval of the NACC Building D Minor Modification (AA2025-05/PL24-0024) at 910 Devlin Road, APN 057-090-086

Dear Steven Lay:

I am pleased to inform you that the Napa Airport Commerce Center (NACC) Minor Modification (PL24-0016) at 910 Devlin Rd, APN 057-090-086, is approved with conditions. The Napa Airport Commerce Center (NACC) site consists of five industrial buildings of approximately 284,540 SF on a 30.28-acre site in the Napa County Airport Industrial Area Specific Plan (NCAIASP). The Building D Modification consists of the following:

a. Modifies the dock layout.
b. Relocation of retaining wall to the east side of easterly drive aisle.
c. Added 8 trailer stalls to the north side of Building D.
d. Reduced parking from 128 to 72 (whereas the Municipal Code requires 61).
e. Shifted Building D to the east by approximately 10 feet to provide room for bioretention facility adjacent to Devlin Rd.
f. Changes to exterior elevations.
g. Addition of a landscaping plan.

The goal of the changes is to increase the size of the building, develop more efficient vehicle circulation, and modernize the building facades.

In accordance with ACMC Section 19.45.030(D), approval of a minor modification must meet the following four findings.

1. The modification is in substantial conformity with the previously approved plan or permit, or if the change is substantive, that the revised project is equivalent to the original project design concept in terms of consistency with city design and development standards and policies.

The proposed modification changes the site parking layout and changes the exterior facades. The orientation and use classification of the building remains the same. The project is in substantial conformance of the original project (Use Permit #P07-00113-UP).

2. The modification will not create impacts substantially different from those of the previously approved project.

The original project consisted of a 90,799 SF building with 128 parking spaces. The current modification proposes a 90,799 SF building with 72 parking spaces, whereas the Municipal Code requires 61. The modification also adds 8 trailer parking stalls to the north of the site. The modification will not create impacts substantially different from the approved project.

3. The granting of the modification will not be materially detrimental to the public health, safety, or welfare, or to property or residents in the vicinity.

The modification is a reconfiguration of the parking and circulation areas, but the size of the building remains the same. There are no indications of detrimental effects to people or property in the vicinity.

4. The proposed modification is consistent with the policies and exhibits contained in the general plan.

The modification is consistent with the general plan because the changes to the parking and circulation areas meet the design criteria for height, bulk, and lot coverage. The main building is shifted approximately 10 feet away from the street from its original location, but the modified building location does not visually conflict with the character of the surrounding industrial business area. The updated architectural facades provide a modern look to the building, which will be consistent with the five buildings proposed in the NACC site.

Conditions of Approval

General

1. The applicant shall defend, indemnify, and hold harmless the City of American Canyon ("City"), its elected officials, officers, employees, attorneys, representatives, boards, commissions, consultants, volunteers and agents from and against all claims, actions, including actions to arbitrate or mediate, damages, losses, judgments, liabilities, expenses and other costs, or proceedings against the City, its elected officials, officers, employees, attorneys, representatives, boards, commissions, volunteers, or agents to attack, modify, set aside, void, or annul an approval, conditional approval, permit, entitlement, environmental document, environmental clearance, mitigation plan, or any other document or any of the proceedings, acts, or determinations taken, done, or made prior to granting of such approval, conditional approval, permit, entitlement, environmental clearance, environmental document, mitigation plan, or other documents, by the City, including, without limitation, an action against an advisory agency, appeal board, or legislative body within the applicable limitation period.

The obligation to defend, indemnify and hold the City harmless shall include the payment of all legal costs and attorney's fees (including a third party award of attorney's fees), arising out of, resulting from, or in connection with the City's act or acts leading up to and including approval of any environmental document or mitigation plan granting approvals to the applicant, incurred on behalf of, or by, the City, its elected officials, officers, employees, representatives, attorneys, boards, commissions, volunteers and agents in connection with the defense of any claim, action, or proceeding challenging the entire or a portion of an approval, conditional approval, permit, entitlement or any other document of any related claim.

The obligation to defend, indemnify, and hold the City harmless shall include, but not be limited to, the cost of preparation of any administrative record by the City, staff time, copying costs, court costs, or attorney's fees arising out of a suit or challenge contesting the adequacy of a permit, approval, conditional approval, entitlement, environmental document, mitigation plan, environmental clearance, or any other document or approval related to the applicant's project.

The City will promptly notify the applicant of any claim, action, or proceeding and will cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim, action, or proceeding, or the City fails to cooperate fully in the defense, the applicant shall not be responsible to defend, indemnify, or hold harmless the City.

In the event a legal challenge to a City permit, approval, conditional approval, environmental document, environmental clearance, mitigation plan, entitlement or any other document, proceeding, determination, or action related to the applicant's project is successful, and an award of attorneys' fees is granted against the City, the applicant shall be responsible to timely pay the full amount of such an award.

2. The approval shall become effective on the expiration of the appeal period, ten (10) calendar days following the decision, unless an appeal is filed. An appeal may be filed with the Community Development Director by filling out an Appeal Form accompanied by a fee of $795.

3. The applicant is responsible for paying all charges related to the processing of this discretionary case application prior to the issuance of building or any other permits for this project. Failure to pay all charges shall result in delays in the issuance of required permits or the revocation of the approval of this application.

4. Prior to obtaining a building permit, all parties working on the project shall obtain a business license from the City.

Planning Division

5. The Community Development Director shall review any deviations from the approved permit. The project proposes a Minor Modification (PL24-0024) to NACC Building D. The modifications consist of the following:
    a. Modifies the dock layout.
    b. Relocation of retaining wall to the east side of easterly drive aisle.
    c. Added 8 trailer stalls to the north side of Building D.
    d. Reduced parking from 128 to 72.
    e. Shifted Building D to the east by approximately 10 feet to provide room for bioretention facility adjacent to Devlin Rd.
    f. Changes to exterior elevations.
    g. Addition of a landscaping plan.

    The modifications are described in the site plan, landscaping plan, and architectural elevations shown in Exhibits A, B, and C. In the event the Community Development Director determines that the project is not in substantial conformance with the approval, the applicant shall submit a new application for a Design Permit or a Minor or Major Modification depending on which application is required by the zoning code.

6. All conditions of approval from Resolution 2018-86 (NACC Tentative Subdivision Map) and Ordinance 2020-03 (NACC Development Agreement), remain in effect.

7. Prior to the effective date of the Minor Modification Permit, the applicant and property owner shall sign the agreement to the conditions of approval. The form is available as Exhibit D.

Building Division

8. Prior to construction of the Minor Modification improvements, the applicant shall obtain a building permit.

9. Prior to the final inspection, the applicant shall submit a letter of certification to the Building Official from the project architect certifying that all improvements have been constructed in accordance with the approved building plans.

10. Construction activities on the site shall be limited to between 7:00 a.m. and 6:00 p.m. Monday through Friday. Work between the hours of 6:00 pm and 7:00 am and work on weekends and holidays requires prior written approval from the Building Official. If weekends and holiday work is approved construction and grading activities on the site shall be limited to between 8:00 a.m. to6:00 p.m. on Saturdays, and between 10:00 a.m. and 6:00 p.m. on Sundays and State and Federal holidays.

11. Recycling of Construction and Demolition Debris: Prior to issuance of a building permit, the applicant shall submit a plan for the diversion of at least 70 percent of the debris from the building demolition and construction. The plan shall include the qualified recycler that will be used, the

methods of managing diversion of construction materials on site, and the proposed documentation that will be submitted to confirm that the diversion goal has been met.

12. Deferred Submittals: Prior to issuance of a building permit, the applicant shall submit a request to the Chief Building Official for any proposed deferred submittals on a form provided by the Building and Safety Division. The Deferred Submittal request shall include a justification for each proposed deferred submittal.

13. Accessibility: Prior to the final inspection, a Certified Access Specialist (CASp) shall submit a letter certifying that all improvements have been constructed in compliance with applicable state and federal accessibility standards.

14. NVUSD Developer Fees: Prior to issuance of each building permit, the applicant shall submit a Certificate of Compliance from the Napa Valley Unified School District (NVUSD). For more information contact NVUSD Developer Fees, link here: https://www.nvusd.org/doing-business-with-us/developerfees-clone .

Fire District

15. The buildings will be subject to the District's aerial apparatus impact fees as well as the fire impact fees due to the height of the buildings.

16. All Fire related underground piping and fire appurtenances shall be shown on the Civil plan submittal. In addition to the Civil plan submittal, at least (1) plan set under separate cover shall be submitted to American Canyon Building Division for routing to the American Canyon Fire Protection District detailing all underground piping and related fire appurtenances including but not limited to underground piping, underground sweep detail, underground trench details showing depth of burial, type of backfill, manufacturer's specifications of piping, valves joints, fittings and calculated size and locations of thrust blocks, hydrants locations (designate public or private), gate shut-off valves, PIV's, FDC's, fire pumps, fire pump and/or riser rooms.

17. Underground utility contractor, architect, and fire sprinkler contractor shall coordinate the location of risers and control valves prior to the issuance of a building permit.

18. An approved water supply capable of supplying the required fire flow for fire protection systems shall be provided to all premises upon which facilities or buildings are hereby constructed or moved into or within the City. Required fire flow and hydrant distribution shall be in accordance with Appendix B and C of the California Fire Code. Applicant shall demonstrate on plan submittal; square footage of each building on plan and provide the required fire flow information. Applicant shall demonstrate that the number and spacing of onsite fire hydrants meets with requirements of the California Fire Code. ***See sample below regarding fire flow and hydrant detail information needed.***

BUILDING FIRE FLOW REQUIREMENTS – CFC TABLES B105.2 & B105.1(2)

INFORMATION BELOW IS A SAMPLE AND FOR REFERENCE ONLY

Table B105.1(2) – Building size = 129, 600 square feet
Construction type = Type IIA
FF = 5,250 gpm at 20 psi
Duration = 4 hours

Table B105.2 – Fire sprinkler allowance = - 50%
5,250 – 2,625 = 2,625 gpm
FF = 2,625 gpm @ 20 psi
Duration = 2 hours

Table CC105.1 – Approximate number of hydrants = 3
Average spacing = 400 feet + 25% allowable increase = 500
Maximum distance from street or frontage = 225 feet = 50% allowable increase = 337.5

19. Fire Protection systems shall be installed in accordance with provisions set forth in the California Fire Code as amended by the American Canyon Fire Protection District and the applicable National Fire Protection Association Standard.

20. Fire Apparatus Access Roads shall be designed in accordance with provisions set forth in the California Fire Code Chapter 5 and Appendix D as amended by the American Canyon Fire Protection District and the applicable Public Works Standard.

21. Access roads shall be completed with all-weather surfaces prior to the stockpiling of combustible materials or beginning combustible construction. Fire apparatus access shall be provided to within 150 feet of the most remote portions of all building from an approved exterior route. If this cannot be achieved fire apparatus turn arounds will be needed.

22. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Vertical traffic calming in the form of speed pumps, humps or dips are prohibited along fire access roads without prior approval of the fire Code Official. The minimum width and clearances established in Section 503.2.1 shall be maintained at all times.

23. Where applicable improvement plan submittals for permit shall include locations of fire lane red curbing and fire lane signage. Please refer to and include City Public Works Standard FP-2A & 2B with plan submittals for permitting.

24. The City of American Canyon requires that a fire hydrant be in service within 250 feet of the furthest point of construction prior to the stockpiling of combustible materials for the beginning of construction.

25. Fire Department Connections (FDC) shall be located not more than 100 ft. from the nearest fire hydrant.

Public Works

26. Per CC Resolution 2018-86 Condition #37 a.2: Developer is required to install an 8-feet wide Class 1 multi-use path along the entire length of South Kelly Road frontage from Devlin Road to SR29. The Developer asked the City to include the Vine Trail portion within the Caltrans right-of-way with the South Kelly Road Improvements Project, TR23-0200, as a reimbursable item. The Developer will reimburse the City for the cost of the portion of the Vine Trail within the Caltrans right-of-way, including engineering, permitting and construction. Prior to approval of the Improvement Plans, Developer shall enter into a reimbursement agreement with the City.

27. Per CC Resolution 2018-86 Condition #37 b: Developer is required to install a 12" recycled water main from the end of the existing recycled water main in Devlin Road extending within South Kelly Road to the frontage of Lot 1. Developer asked the City to include the installation of the 12" recycled water main with the South Kelly Road Improvements Project, TR23-0200, as a reimbursable item. Developer will reimburse the City for the cost of the 12" recycled water main installation, including engineering, permitting and construction. Prior to approval of the Improvement Plans, Developer shall enter into a reimbursement agreement with the City.

28. Driveways do not conform to City Standard Drawing #3.11. A Design and Construction Exception approval shall be obtained prior to submittal of the Improvement Plans.

29. Prior to recordation of the Final Map, Lot D shall convey all private reciprocal easements with Lot B and Lot E for the construction, use and/or maintenance of roads or other access, drainage facilities, utilities and post-construction storm water management facilities on the Final Map or by separate easements.

30. Prior to recordation of the Final Map, Lot D shall establish a Shared Maintenance Agreement with Lot B and Lot E for the long term and ongoing maintenance and operation of all shared private improvements. Specifically, the parcel owners shall be responsible for the ongoing maintenance and operation of all onsite stormwater quality facilities, shared storm drains, and shared access roads. The Shared Maintenance Agreement shall be prepared to run with the land of each parcel. The Shared Maintenance Agreement shall be submitted to the City for review and approval prior to recordation.

We look forward to working with you on this project. Should you have any questions, please contact me by e-mail at whe@americancanyon.gov , or by phone at 707-647-4337.

Sincerely,

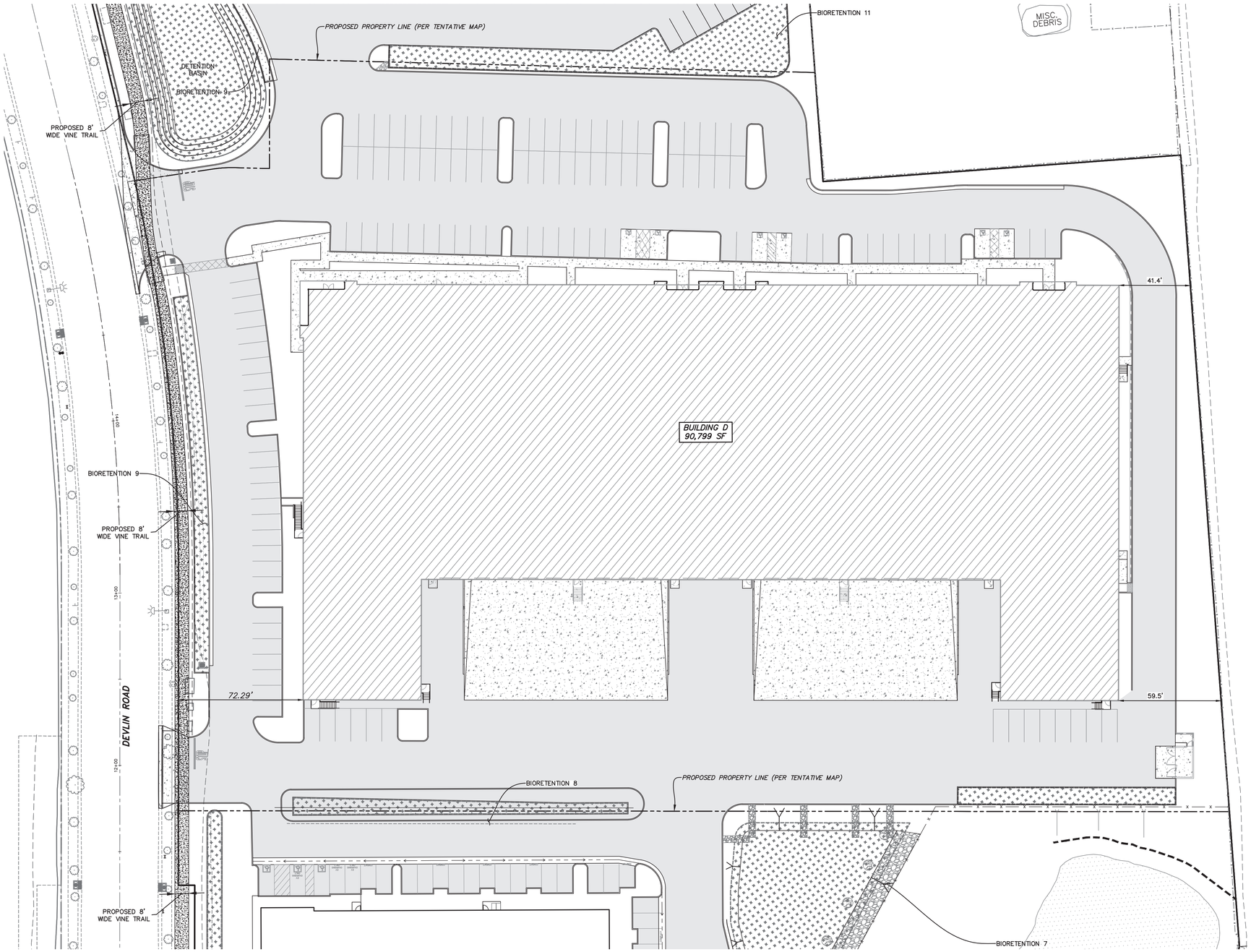
City of American Canyon



William He, AICP
Senior Planner, Community Development Department

Attachments:
1. Exhibit A: Project Site Plan
2. Exhibit B: Landscaping Plan
3. Exhibit C: Architectural Plan
4. Exhibit D: Confirmation of Conditions of Approval

EC: Project Review Committee
File



APPROVED PARKING						
STANDARD	COMPACT	ACCESSIBLE	ACCESSIBLE EV CHARGING ONLY	STANDARD EV CHARGING ONLY	STANDARD EV CAPABLE	TOTAL
122	0	6 (3 VAN)	0	0	0	128

SITE PLAN NOTES:

- EASEMENTS NOT SHOWN ON SITE PLAN FOR CLARITY.

Attachment 1:
PL24-0024 NACC BLDG D MM - Site Plan

City of American Canyon
Planning Division Approval
2/20/2025
Authorized Signature Date

SHEET INDEX	
No.	TITLE
1	APPROVED SITE PLAN (P07-00113-UP)
2	PROPOSED SITE PLAN (PL24-0024)
3	GRADING PLAN
4	GRADING PLAN
5	UTILITY PLAN
6	TYPICAL CROSS SECTIONS
7	FIRE PLAN
8	DRIVEWAY VARIANCE PLAN
9	DRIVEWAY VARIANCE PLAN
L1.1	PRELIMINARY LANDSCAPE PLAN
L1.2	PRELIMINARY LANDSCAPE PLAN

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

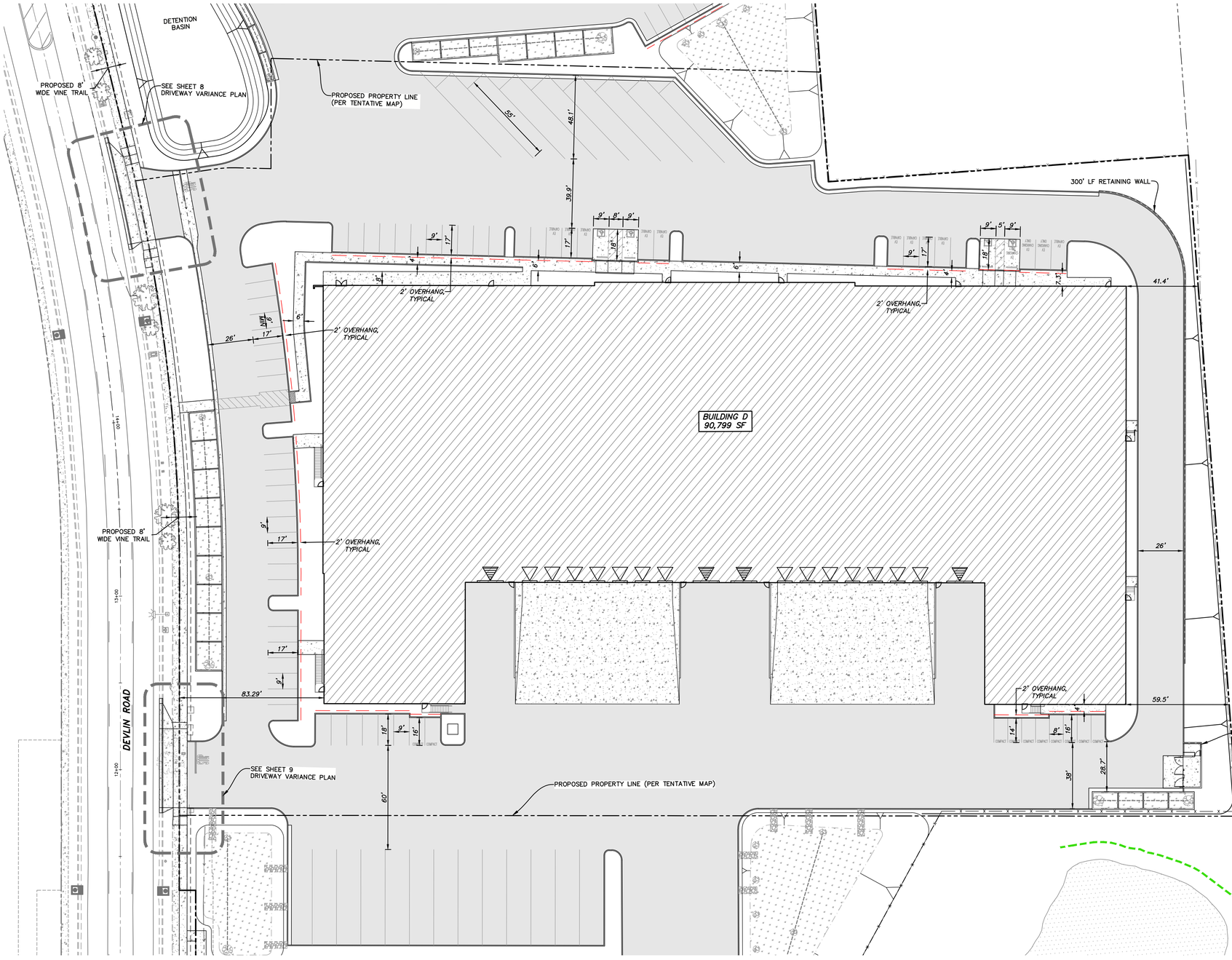
MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING D
910 DELVIN ROAD CITY OF AMERICAN CANYON CALIFORNIA

APPROVED SITE PLAN (P07-00113-UP)

SCALE 1"=30'
DATE: 01-08-2024
JOB NO. 4775-1

1
SHEET 1 OF 11

X:\Land Projects\4775-1\dwg\4775-1_D-MM_01.dwg



PARKING REQUIREMENTS	
BUILDING	D
WAREHOUSING/STORAGE SF	88,799
REQUIRED STALLS (SEE NOTE 1)	54
OFFICE SPACE SF	2,000
REQUIRED STALLS (SEE NOTE 2)	7
TOTAL STALLS REQUIRED	61

NOTES:
1. 1 STALL PER 1,000 SF OF FIRST 20,000 SF, PLUS 1 PER 2,000 SF THEREAFTER.
2. 1 STALL PER 300 SF.

PROPOSED PARKING						
STANDARD	COMPACT	ACCESSIBLE	ACCESSIBLE EV CHARGING ONLY	STANDARD EV CHARGING ONLY	STANDARD EV CAPABLE	TOTAL
46	10	3 (1 VAN)	1	2	10	72

SITE PLAN NOTES:

- EASEMENTS NOT SHOWN ON SITE PLAN FOR CLARITY.

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING D
910 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

PROPOSED SITE PLAN (PL24-0024)

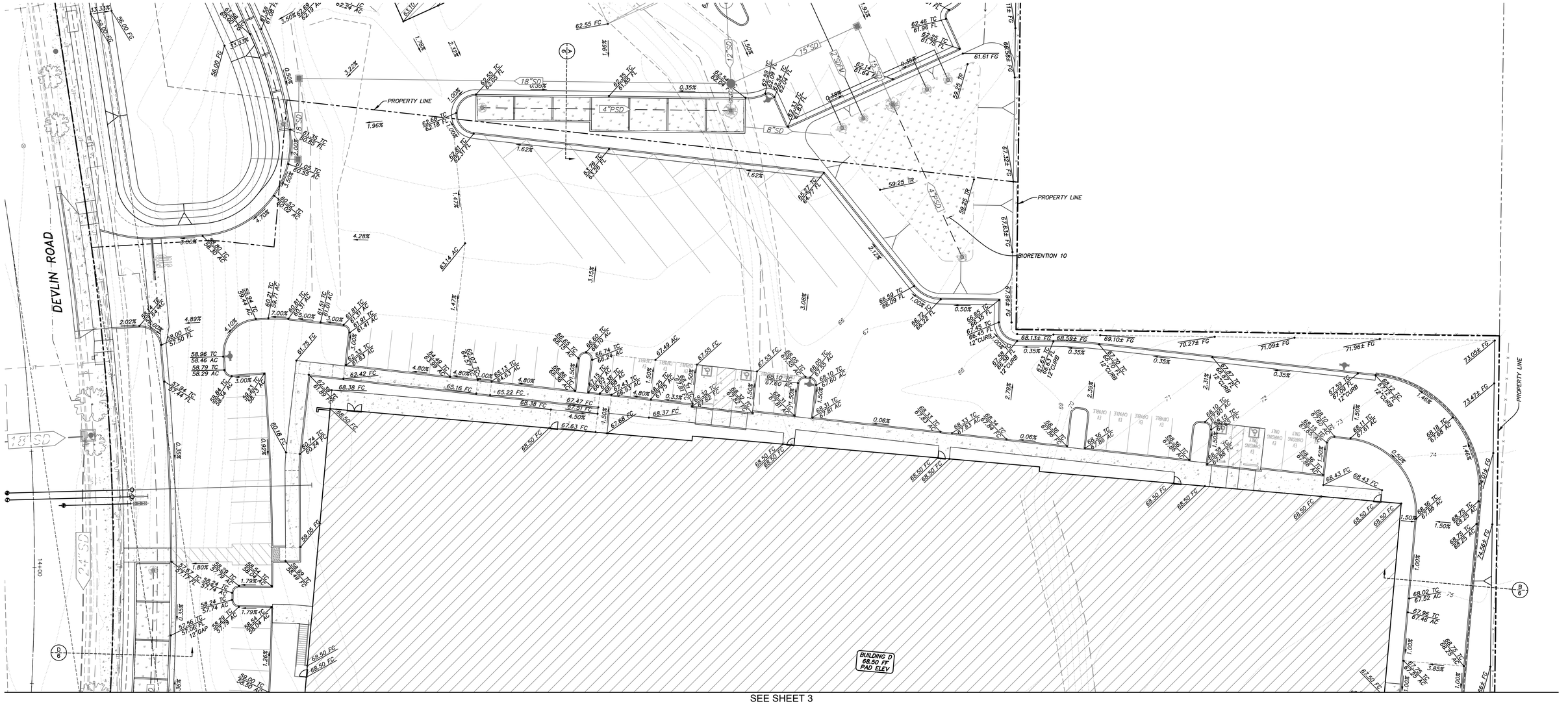
SCALE 1"=30'
DATE: 01-08-2024
JOB NO. 4775-1

2
SHEET 2 OF 11

X:\Land Projects\4775-1\dwg\4775-1_D-MM_02.dwg

SEE SHEET 4


DEVLIN ROAD
BIORETENTION 06
BUILDING D
68.50 FF
PAD ELEV
PROPERTY LINE
PROPERTY LINE
12"SD
12"SD
12"SD
3"SDFM
15"SD
4"PSD
4"PSD
4"PSD
12"SD
12"SD
12"S



GRADING LEGEND:

-R- -R- -R- -R- – *PROPOSED RIDGE LINE*

——→ – – —— – *PROPOSED PAVEMENT FLOW LINE*

60.50 TC / 60.00 AC → – *PROPOSED ELEVATION (DESCRIPTIONS AS LISTED BELOW)*
TC: TOP OF CURB
FF: FINISHED FLOOR
FL: FLOW LINE
AC: ASPHALTIC CONCRETE
FG: FINISHED GROUND

– *PROPOSED BIORETENTION FACILITY*

GENERAL NOTES:

1. *TOP OF CURB (TC) = 0.5' + PAVEMENT ELEVATION (AC), FLOWLINE ELEVATION (FL), OR CONCRETE ELEVATION (FC), UNLESS OTHERWISE NOTED.*
2. *ALL ACCESSIBLE PARKING/LOADING AREAS SHALL HAVE NO MORE THAN 1.5% MAXIMUM SLOPE IN ANY DIRECTION.*
3. *ALL ACCESSIBLE PATHS OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE, HAVING A MAXIMUM 1/2" ABRUPT CHANGE IN ELEVATION, A MAXIMUM 5% SLOPE (IN THE DIRECTION OF TRAVEL) OR CURB RAMP AS NECESSARY, A MAXIMUM CROSS SLOPE OF 1.5%, AND A MINIMUM WIDTH OF 48". IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT RAMPS AND ACCESSIBLE PATHS OF TRAVEL MEET THESE REQUIREMENTS. ANY RAMPS FOUND OUT OF COMPLIANCE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.*

0 10 20 40
LM
SCALE: 1"=20'

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

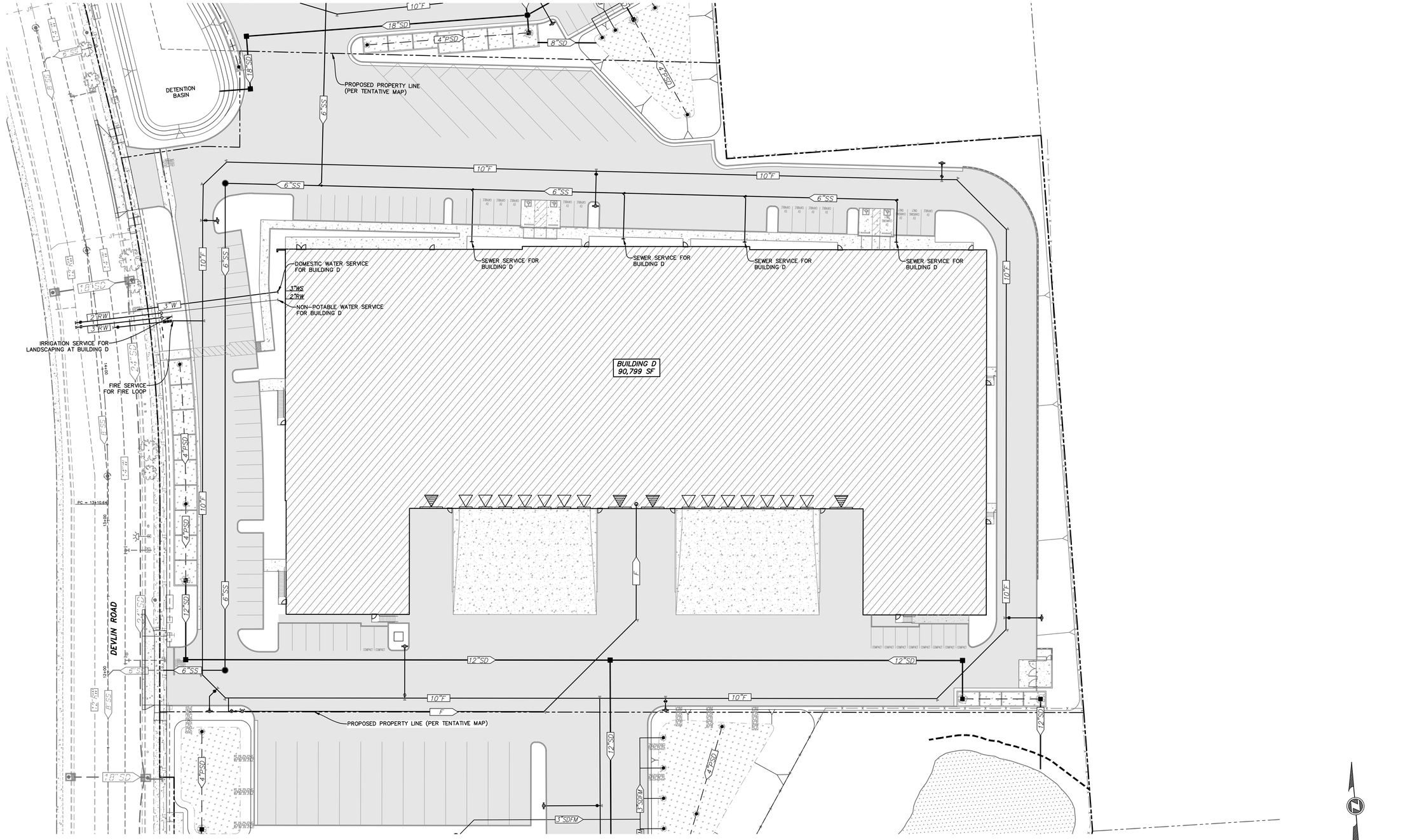
MINOR MODIFICATION — *CALIFORNIA*
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING D
910 DELVIN ROAD — *CITY OF AMERICAN CANYON*

GRADING PLAN

SCALE 1"=20'
DATE: 01-08-2024
JOB NO. 4775-1

4
SHEET 4 OF 11

X:\Land Projects\4775-1\dwg\4775-1_C307.dwg



DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

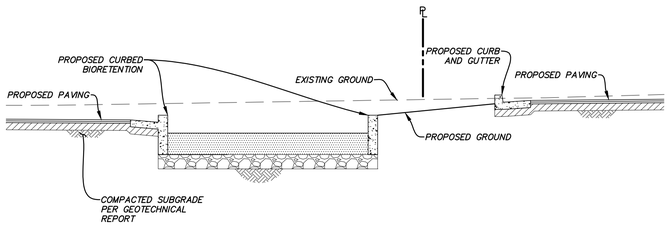
MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING D
910 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

UTILITY PLAN

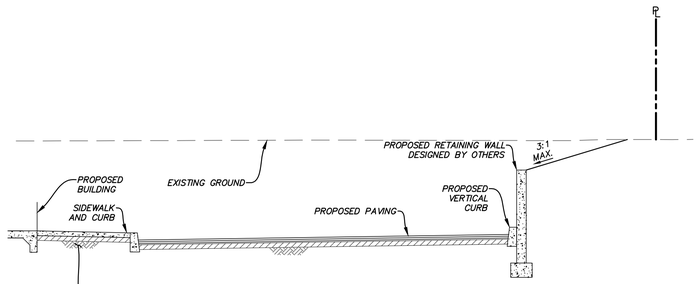
SCALE 1"=30'
DATE: 01-08-2024
JOB NO. 4775-1

5
SHEET 5 OF 11

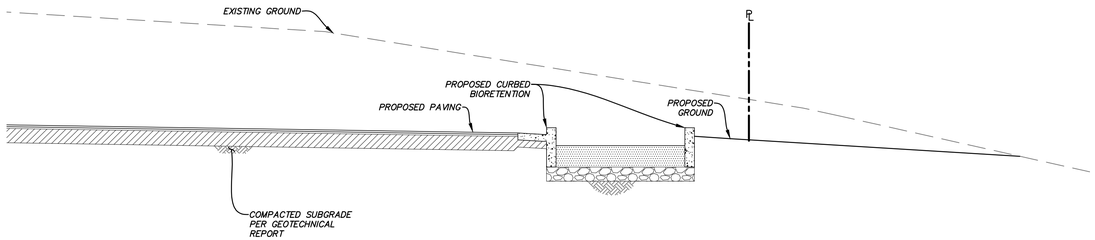
X:\Land Projects\4775-1\dwg\4775-1_D-MM_05.dwg



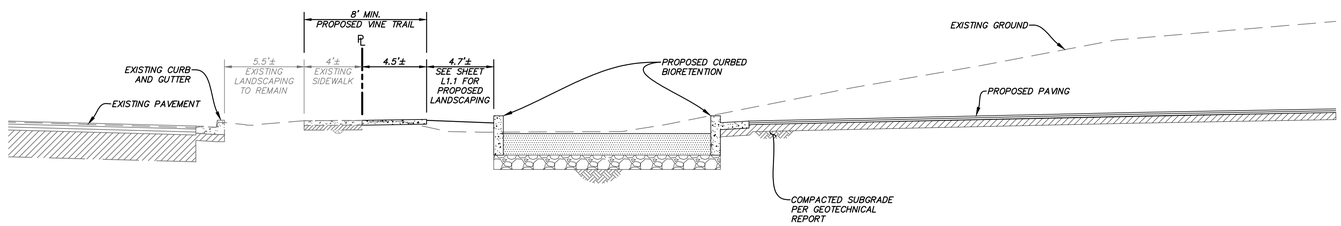
NORTH SIDE
BUILDING D
A NTS



EAST SIDE
BUILDING D
B NTS



SOUTH SIDE
BUILDING D
C NTS



DEVLIN ROAD
AT BUILDING D
D NTS

DESIGNED BY PF	REV.	DATE	DESCRIPTION	BY	APP'D.
DRAWN BY JB					
CHECKED BY PDC					

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

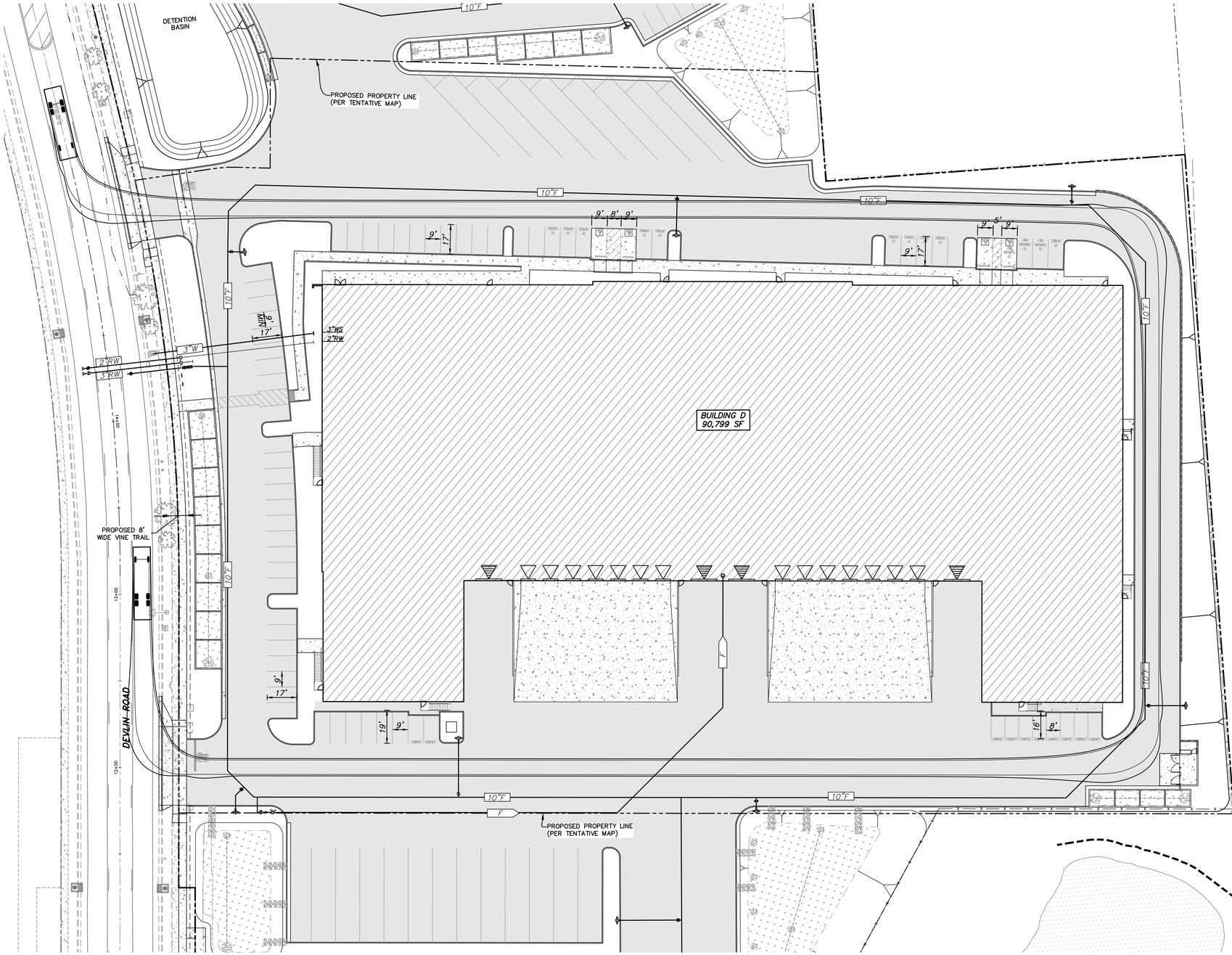
MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING D
910 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

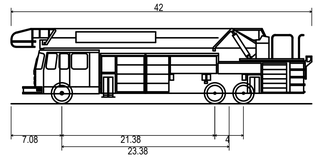
TYPICAL CROSS SECTIONS

SCALE NONE
DATE: 01-08-2024
JOB NO. 4775-1

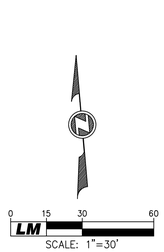
6
SHEET 6 OF 11

X:\Land Projects\4775-1\dwg\4775-1_D-MM_06.dwg





City of Napa Ladder Truck	
Overall Length	42.000ft
Overall Width	10.000ft
Overall Body Height	10.495ft
Min Body Ground Clearance	0.925ft
Track Width	8.360ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	41.20°



DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
BY PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117
REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

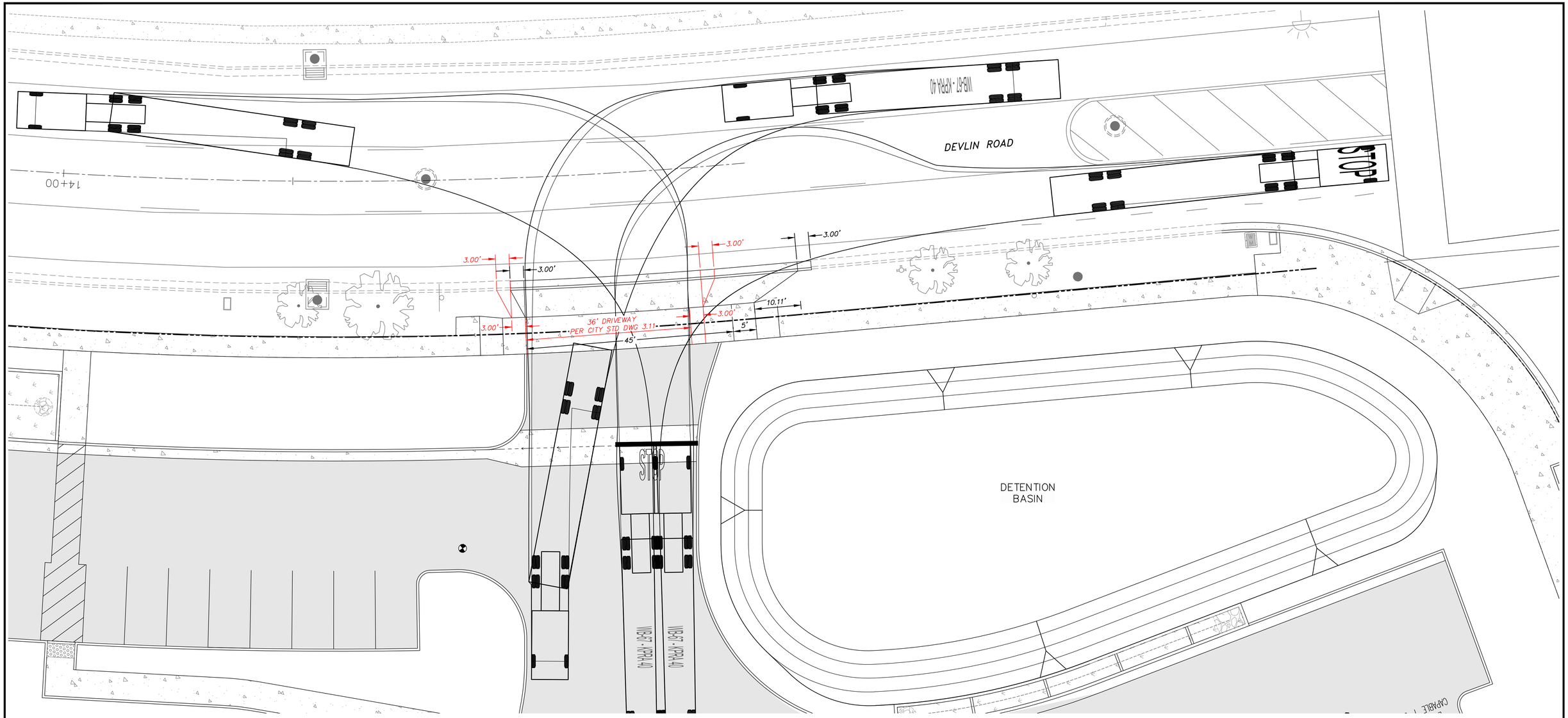
MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING D
910 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

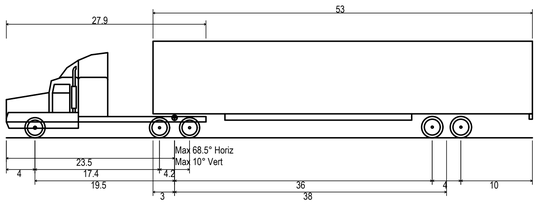
FIRE PLAN

SCALE 1"=30'
DATE: 01-08-2024
JOB NO. 4775-1

7
SHEET 7 OF 11

X:\Land Projects\4775-1\dwg\4775-1_D-MM_03.dwg





WB-67 - KPRA 40

Overall Length	73.501ft
Overall Width	8.500ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	28.40°

VARIANCE REQUEST:
APPLICANT REQUESTS A VARIANCE TO COMMERCIAL CURB CUTS & DRIVEWAY REGULATIONS (STANDARD DWG. # 3.11) TO ACCOMMODATE TRUCK TURN MOVEMENTS.

0 5 10 20
SCALE: 1"=10'

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

BY _____
PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

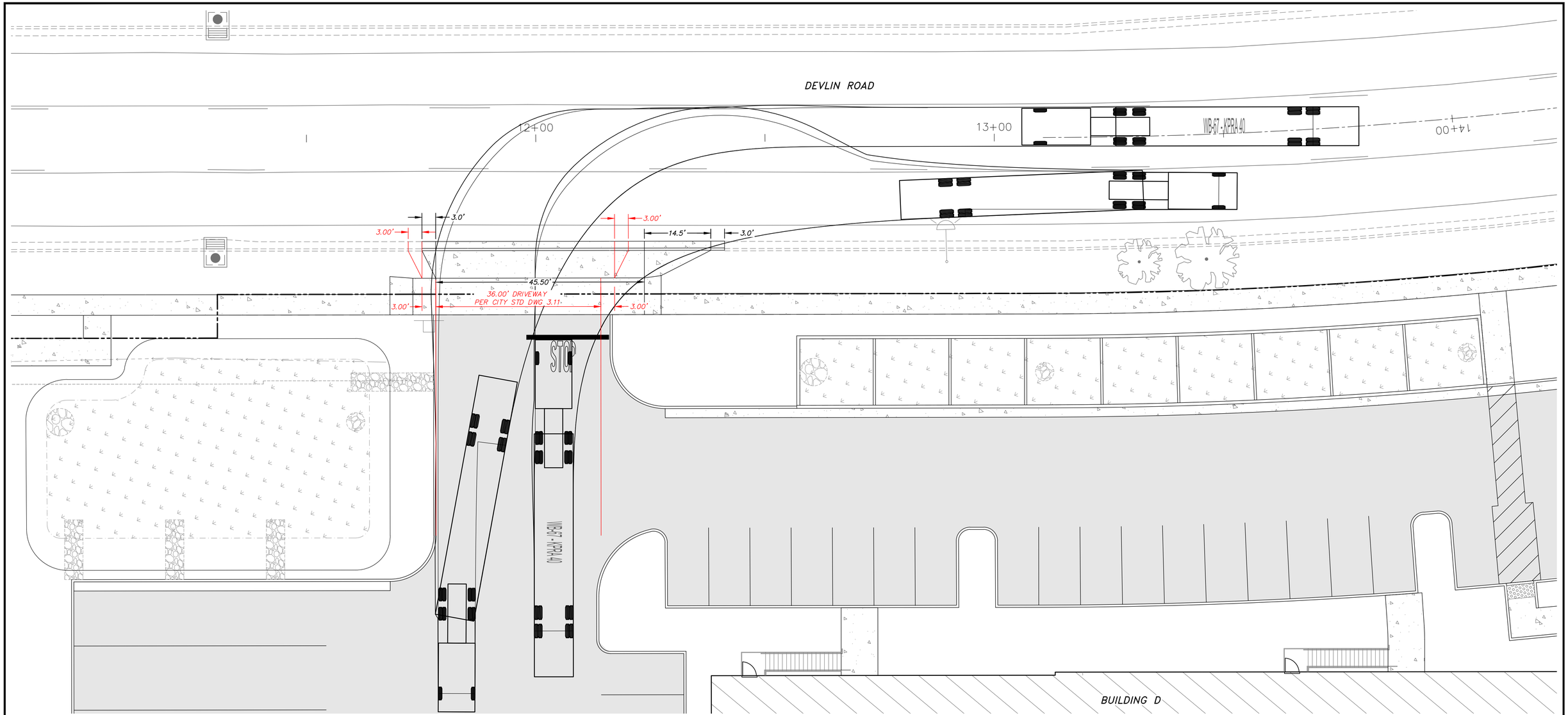
MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING D
910 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

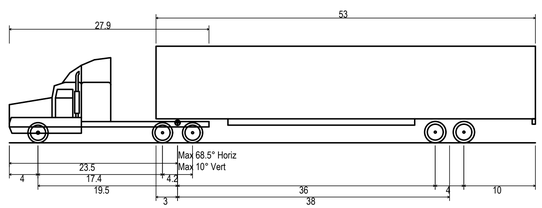
DRIVEWAY VARIANCE PLAN

SCALE 1"=10'
DATE: 01-08-2024
JOB NO. 4775-1

8
SHEET 8 OF 11

X:\Land Projects\4775-1\dwg\4775-1_D-MM_07.dwg





VARIANCE REQUEST:
APPLICANT REQUESTS A VARIANCE TO COMMERCIAL CURB CUTS & DRIVEWAY REGULATIONS (STANDARD DWG. # 3.11) TO ACCOMMODATE TRUCK TURN MOVEMENTS.

WB-67 - KPRA 40	
Overall Length	73.501ft
Overall Width	8.500ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	28.40°

0 5 10 20
SCALE: 1"=10'

DESIGNED BY PF
DRAWN BY JB
CHECKED BY PDC

REV.	DATE	DESCRIPTION	BY	APP'D.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

BY _____
PAYMON FARDANESH
DATE 01-08-2024 P.E. 68117

REGISTERED PROFESSIONAL ENGINEER · PAYMON FARDANESH · No. 68117 · CIVIL · STATE OF CALIFORNIA

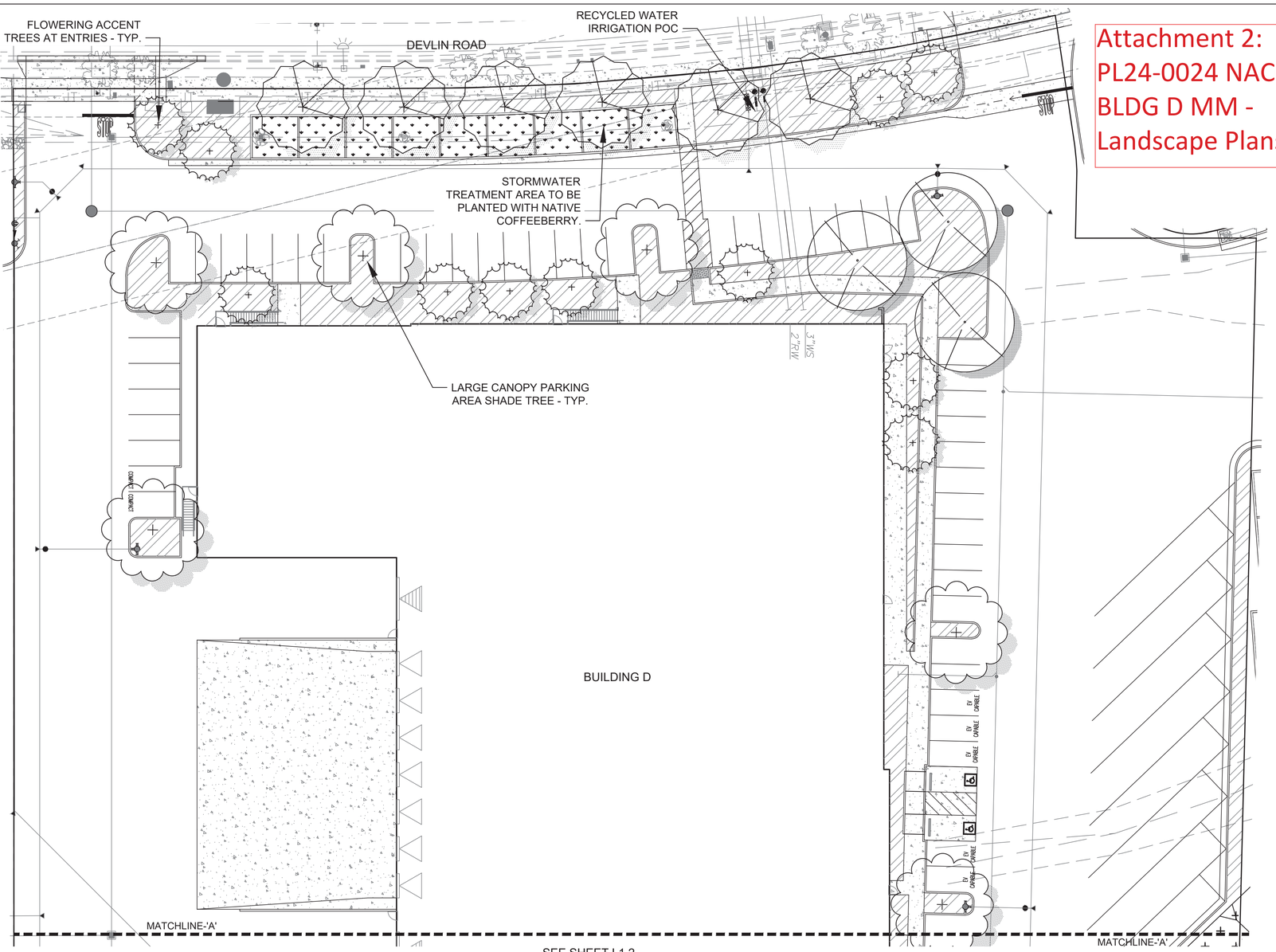
MINOR MODIFICATION
FOR
NAPA AIRPORT CORPORATE CENTER
BUILDING D
910 DELVIN ROAD — CITY OF AMERICAN CANYON — CALIFORNIA

DRIVEWAY VARIANCE PLAN

SCALE 1"=10'
DATE: 01-08-2024
JOB NO. 4775-1

9
SHEET 9 OF 11

X:\Land Projects\4775-1\dwg\4775-1_D-MM_08.dwg



Attachment 2:
PL24-0024 NACC
BLDG D MM -
Landscape Plans

LANDSCAPE CALCULATIONS:

Total Site Area	243,024	s.f.
Total Landscape Area	30,250	s.f.
Landscape % of overall site	12	%
Landscape Planting Area Provided	24,675	s.f.
Irrigated Bio-Retention	2,600	s.f.
Non-irrigated Bio-Retention	2,975	s.f.
Non-irrigated Hydro-seed	0	s.f.
Landscape Totals	30,250	s.f.

Preliminary MAWA

LA= 27,275 s.f.
SLA = 0 s.f.
ETo= 45.8 inches/year

MAWA = (ETo) x 0.62) x ((0.45xLA)+(0.3xSLA))
MAWA = 425,975 gallons per year

Preliminary ETWU

LA= 27,275 s.f.
SLA = 0 s.f.
ETo= 45.8 inches/year

ETWU = (ETo) x 0.62) x ((PFxHA/IE)+SLA))
ETWU = 285,852 gallons per year

PRELIMINARY LANDSCAPE NOTES:

1. THERE IS APPROXIMATELY 27,275 S.F. OF LANDSCAPE AREA.
2. ALL PLANTS AND TREES ARE 'WUCOLS' LOW/MEDIUM WATER VARIETIES.
3. SOIL AMENDMENTS WILL BE INCORPORATED PER SOILS TEST. COMPOST WILL BE ORGANIC COMPOSTED GREEN WASTE.
4. ALL PLANTER AREAS SHALL BE TREATED WITH A 3" LAYER OF MULCH.
5. THERE IS 10 % LANDSCAPE AREA WITHIN THE PARKING AND CIRCULATION AREA.
6. THERE ARE 72 PARKING STALLS AND 24 SHADE TREES. 1 TREE PER 3 STALLS = 24 TREES.

PRELIMINARY IRRIGATION NOTES:

A FULLY AUTOMATIC IRRIGATION SYSTEM THAT MEETS THE CURRENT WATER EFFICIENT LANDSCAPE ORDINANCE REQUIREMENTS SHALL BE INSTALLED INCLUDING THE FOLLOWING:

1. AN 'ET' SMART CONTROLLER AND 'ET' SENSOR SHALL BE USED FOR WEATHER BASED IRRIGATION CONTROL.
2. A MASTER VALVE AND FLOW SENSOR SHALL BE INSTALLED IN THE SYSTEM.
3. ALL PLANTER AREAS SHALL BE IRRIGATED WITH PLACE-DRIP IRRIGATION.
4. TREES SHALL RECEIVE DEEP WATERING BUBBLERS.
5. 'WELO' DOCUMENTATION SHALL BE SUBMITTED WITH LANDSCAPE IMPROVEMENTS PLANS (CONSTRUCTION DOCUMENTS).
6. SEE RECYCLED WATER NOTES SHEET L1.2

LANDSCAPE PLANT LIST:

PLANT LIST- WATER REGIME PLANT FACTOR REFERENCED ARE PER WUCOLS IV - ZONE 1
MATURE HABIT PER SUNSET WESTERN GARDEN BOOK

TREES

no.	NATIVE	BOTANICAL NAME	COMMON NAME	SIZE	WATER REGIME HYDROZONE	MATURE HABIT H X W
		ACER R. 'OCTOBER GLORY'	OCTOBER GLORY MAPLE	15 GAL.	MEDIUM	40' X 25'
		CEDRUS DEODARA	DEODAR CEDAR	15 GAL.	LOW	60' X 30'
		LAGERSTROEMIA F. 'CATAWBA'	CREPE MYRTLE	15 GAL.	LOW	15' X 15'
		PISTACIA CHINENSIS	CHINESE PISTACHE	15 GAL.	LOW	40' X 35'
		METROSIDEROS EXCELSA	NEW ZEALAND CHRISTMAS TREE	15 GAL.	LOW	30' X 30'
	X	QUERCUS SHUMARDII	SHURMARD OAK	15 GAL.	LOW	45' X 50'
		ULMUS 'FRONTIER'	FRONTIER ELM	15 GAL.	LOW	35' X 25'

GROUND COVER

						SPACING
		COPROSMA P. 'VERDE VISTA'	MIRROR PLANT	1 GAL.	LOW	36" O.C.
		COTONEASTER D. 'LOWFAST'	BEARBERRY	1 GAL.	LOW	36" O.C.
		TRACHELOSPERMUM JASMINOIDES	STAR JASMINE	1 GAL.	LOW	24" O.C.

STORMWATER TREATMENT PLANTING

						SPACING
	X	RHAMNUS CALIFORNICA	CALIFORNIA COFFEEBERRY	1 GAL	LOW	6' O.C.
	X	NATIVE SEED MIX SEE RIGHT NON IRRIGATED	MFG. PACIFIC COAST SEED			

SHRUBS

no.	NATIVE	BOTANICAL NAME	COMMON NAME	SIZE	WATER REGIME HYDROZONE	MATURE HABIT H X W
	X	ARCTOSTAPHYLOS 'JOHN DOURLEY'	MANZANITA	5 GAL.	LOW	
		BERBERIS AUTROPURPUREA	JAPANESE PURPLE BARBERRY	5 GAL.	LOW	
		CEANOTHUS CONCHA	CALIFORNIA LILAC	5 GAL.	LOW	
	X	HETEROMELES ARBUTIFOLIA	TOYON	5 GAL.	LOW	
		LOROPETALUM RAZZLEBERRI	RAZZLEBERRY	5 GAL.	MEDIUM	
		NANDINA DOMESTICA	HEAVENLY BAMBOO	5 GAL.	LOW	
		NERIUM O. 'PETITE RED'	DWARF RED OLEANDER	5 GAL.	LOW	
		MISCANTHUS 'YAKU JIMA'	EULALIA GRASS	5 GAL.	MEDIUM	
		PHOTINIA FRASERI	FRASER PHOTINIA	5 GAL.	MEDIUM	
		RHAPHIOLEPIS I. 'PINK LADY'	INDIAN HAWTHORNE	5 GAL.	LOW	
		ROSA 'RED CARPET'	RED CARPET ROSE	2 GAL.	MEDIUM	
		PHORMIUM RUBRA	PURPLE FLAX	5 GAL.	MEDIUM	
		TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL.	LOW	
	X	SALVIA GREGGII 'PURPLE'	AUTUMN SAGE	5 GAL.	LOW	
		VIBURNUM 'SPRING BOUQUET'	COMPACT LAURUSTINUS	5 GAL.	LOW	
		XYLOSMA C. 'COMPACTA'	COMPACT XYLOSMA	5 GAL.	LOW	

STORMWATER TREATMENT BASIN SEED MIX

48 LBS. PER ACRE PACIFIC COAST SEED

APPLY COMPACT BIO SWALE MIX VIA HYDROSEED AT THE FOLLOWING RATES:
BIO SWALE SEE MIX - 48LBS. PER ACRE
MULCH - 2,000 LBS PER ACRE
M-BINDER TACKIFIER - 180 LBS. PER ACRE

FESTUCA RUBRA, MOLATE FESCUE
ACHILLEA MILLEFOLIUM, COMMON YARROW
CAREX BARBAREA, SANTA BARBARA SEDGE
OENETHERA HOOKERI, HOOKER'S EVENING PRIMROSE

0 10 20 40
Scale 1" = 20 ft
sheet size = 24" x 36"

BEFORE EXCAVATING CALL: 811
48-HOURS BEFORE ALL PLANNED WORK OPERATIONS
811
Know what's below.
Call before you dig.

GreenDesign
Landscape Architects, Inc.
1464 Popinjay Drive Reno, NV.
p: 775 829 1364 email: bhatch00@charter.net

Napa Airport Corporate Center Building 'D'

910 Devlin Road, American Canyon, CA 94508

ISSUE	DATE
--	--.--.--

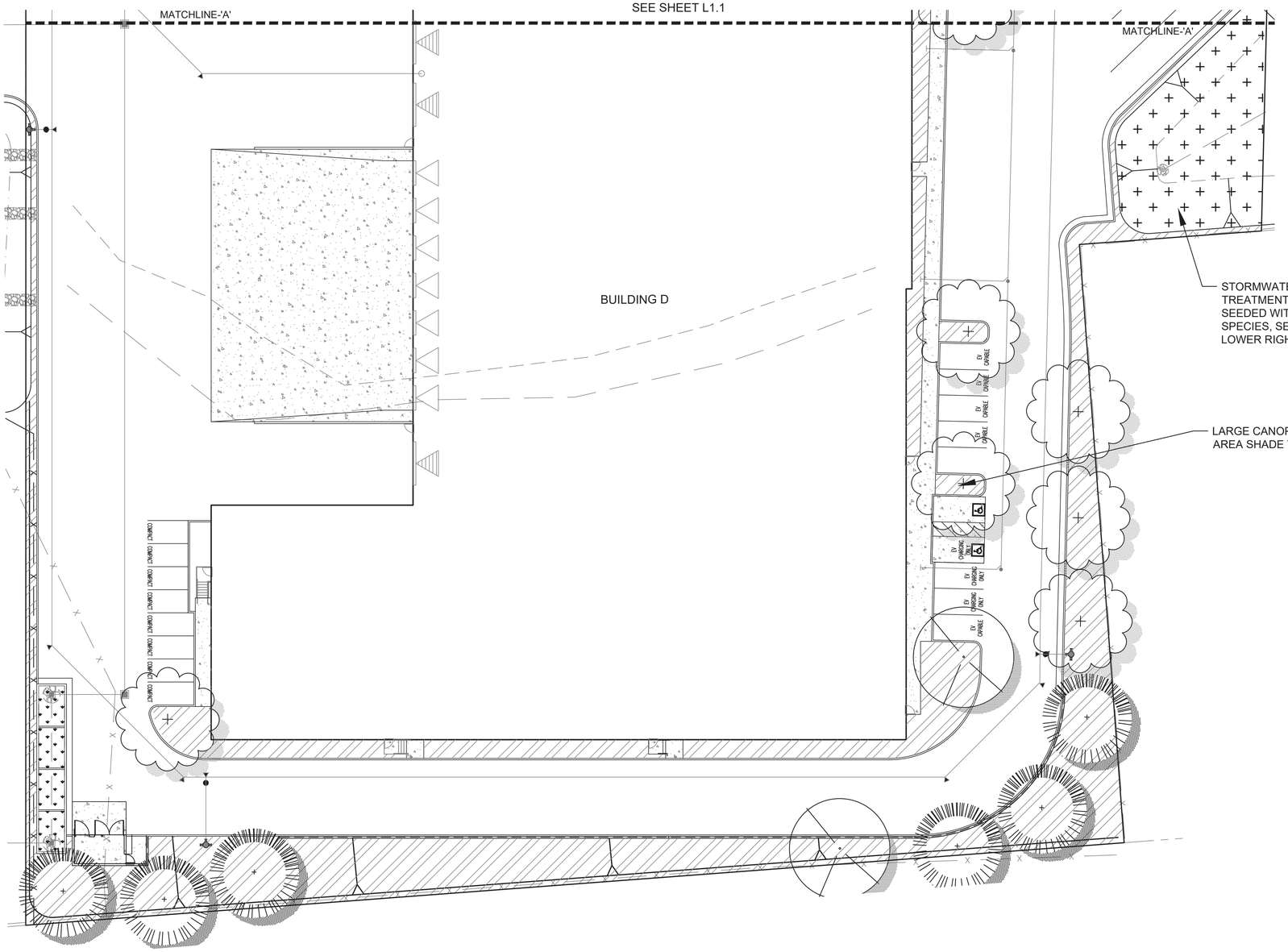
LICENSED LANDSCAPE ARCHITECT
BARBARA M. HATCH
No. 4011
12-31-25
Renewal Date
1-6-24
Date
STATE OF CALIFORNIA

OWNERSHIP AND USE OF DOCUMENTS
All Drawings, Specifications and copies thereof furnished by Green Design Landscape Architecture are and shall remain its property. They are to be used only with respect to this Project and are not to be used on any other project. Submission or distribution to meet official regulatory requirements or for purposes in connection with the Project is not to be construed as publication in derogation of Green Design Landscape Architecture, common law copyright or other reserved rights.

Approved	bh		
Drawn	kh	Reviewed	bh
Project No.	PL24-0024		
Scale	---	Issue Date	-.-.-

Preliminary Landscape Plan

L1.1



PRELIMINARY IRRIGATION NOTES:

A FULLY AUTOMATIC RECYCLED WATER IRRIGATION SYSTEM THAT MEETS THE CURRENT WATER EFFICIENT LANDSCAPE ORDINANCE REQUIREMENTS SHALL BE INSTALLED INCLUDING THE FOLLOWING:

1. AN 'ET' SMART CONTROLLER AND 'ET' SENSOR SHALL BE USED FOR WEATHER BASED IRRIGATION CONTROL.
2. A MASTER VALVE AND FLOW SENSOR SHALL BE INSTALLED IN THE SYSTEM.
3. ALL PLANTER AREAS SHALL BE IRRIGATED WITH PLACE-DRIP IRRIGATION.
4. TREES SHALL RECEIVE DEEP WATERING BUBBLERS.
5. 'WELO' DOCUMENTATION SHALL BE SUBMITTED WITH LANDSCAPE IMPROVEMENTS PLANS (CONSTRUCTION DOCUMENTS).

PRELIMINARY RECYCLED WATER NOTES

1. MAINLINE, QUICK COUPLERS AND VALVE BOX LIDS, AND PIPING SHALL HAVE RECYCLED WATER SYMBOL AND WARNING.
2. THE IRRIGATION SYSTEM SHALL MEET ALL CITY REQUIREMENTS FOR RECYCLED WATER.
3. A WATER METER IS REQUIRED FOR FOR RECYCLED WATER IRRIGATION CONNECTION PER INDIVIDUAL SYSTEMS
4. WARNING TAGS SHALL BE PURPLE PLASTIC AND BEAR THE WORDS "RECYCLED WATER" ON EACH SIDE (ONE IN ENGLISH, THE OTHER SIDE SPANISH)
5. WARNING TAGS SHALL BE INSTALLED ON THE WATER METER, BACKFLOW PREVENTER , VALVES, AND EXPOSED PIPING OF ALL RECYCLED WATER SYSTEMS PER THE CITY GUIDELINES: ANGLE STOP, METER AND BACKFLOW ARE PAINTED PURPLE.
6. ALL CONSTRUCTION SHALL CONFORM TO THE CURRENT VERSION OF "GUIDELINES FOR THE USE OF RECYCLED WATER" AVAILABLE BY WATER PURVEYOR.
7. THE IRRIGATION SHALL BE INSTALLED TO PREVENT RUNOFF AND PONDING. OVER SPRAY OR WIND DRIFT ONTO PAVING AREAS IS NOT PERMITTED. THE SITE WILL BE REQUIRED TO PASS A 'SPRINKLER COVERAGE TEST' ADMINISTERED BY CITY STAFF TO ENSURE RECYCLED WATER REMAINS IN AUTHORIZED USE AREAS ONLY. PROVIDE A MINIMUM OF 48 HOURS NOTICE WHEN CONTACTING THE CITY TO SCHEDULE THIS TEST.
8. ANY CONNECTIONS BETWEEN THE POTABLE WATER AND RECYCLED WATER ARE PROHIBITED.
9. THE CITY BUILDING DIVISION MUST BE NOTIFIED FOR INSPECTION AT LEAST 24 HRS. PRIOR TO BACK FILL OF THE POINT OF CONNECTION. CERTIFICATE OF FINAL COMPLETION SHALL BE SUBMITTED TO THE BUILDING INSPECTOR PRIOR TO FINAL OCCUPANCY.
10. SUBSTANTIAL CHANGES TO THE APPROVED PLANS SHALL BE SUBMITTED TO THE 'BUILDING AND WATER RESOURCE DIV.' FOR RE-APPROVAL AT LEAST TWO WEEKS PRIOR TO CONSTRUCTION.
11. IDENTIFICATION FOR RECYCLED WATER APPLIES TO ALL PIPING, MAINLINES AND LATERALS. QUICK COUPLING VALVES SHALL HAVE PURPLE LOCKING LIDS. ALL VALVES TO BE INSTALLED IN PURPLE VALVE BOXES. DEPTH OF COVER SHALL BE AT LEAST 24" FOR MAINLINES.
12. A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN POTABLE WATER AND RECYCLED WATER PIPING IS REQUIRED. AT CROSSINGS, RECYCLED WATER CONSTANT PRESSURE MAINS SHALL BE AT LEAST 12" BELOW POTABLE WATER PIPES WITHIN A 10' HORIZONTAL DISTANCE. LATERAL PIPING MAY CROSS ABOVE POTABLE WATER WITHIN A MINIMUM OF 12" CLEARANCE.
13. WHERE PIPE SLEEVES ARE USED, EITHER THE SLEEVE OR INTERIOR PIPE MUST BE IDENTIFIED AS RECYCLED WATER. IDENTIFICATION TAPE OR PURPLE COLORED PIPE IS PERMITTED ON THE SLEEVE. INTERIOR PIPE MUST BE PURPLE PIPE.
14. PURPLE PIPE SHALL NOT BE STORED IN DIRECT SUNLIGHT.
15. ALL IRRIGATION HEADS TO BE MARKED WITH RECYCLED WATER IDENTIFICATION CAPS.
16. HOSE BIBBS SHALL NOT BE USED.

STORMWATER TREATMENT BASIN SEED MIX

48 LBS. PER ACRE PACIFIC COAST SEED

APPLY COMPACT BIO SWALE MIX VIA HYDROSEED AT THE FOLLOWING RATES:
BIO SWALE SEE MIX - 48/LBS. PER ACRE
MULCH - 2,000 LBS PER ACRE
M-BINDER TACKIFIER - 180 LBS. PER ACRE

FESTUCA RUBRA, MOLATE FESCUE
ACHILLEA MILLEFOLIUM, COMMON YARROW
CAREX BARBAREA, SANTA BARBARA SEDGE
OENETHERA HOOKERI, HOOKER'S EVENING PRIMROSE

0 10 20 40
Scale 1" = 20 ft
sheet size = 24" x 36"

BEFORE EXCAVATING CALL: 811
48-HOURS BEFORE ALL PLANNED WORK OPERATIONS
811
Know what's below.
Call before you dig.

GreenDesign
Landscape Architects, Inc.
1464 Popinjay Drive Reno, NV.
p: 775 829 1364 email: bhatch00@charter.net

Napa Airport Corporate Center Building 'D'

910 Devlin Road, American Canyon, CA 94508

ISSUE	DATE
--	--.--.--

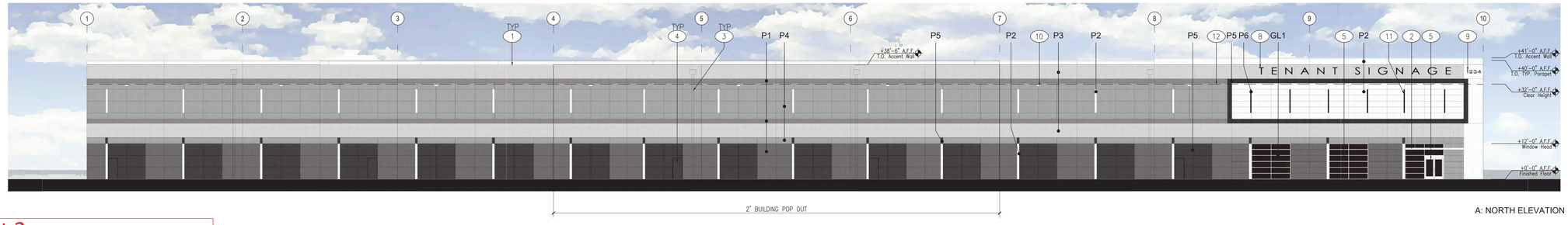
LICENSED LANDSCAPE ARCHITECT
BARBARA M. HATCH
No. 4811
12-31-25
Renewal Date
1-6-24
Date
STATE OF CALIFORNIA

OWNERSHIP AND USE OF DOCUMENTS
All Drawings, Specifications and copies thereof furnished by Green Design Landscape Architecture are and shall remain its property. They are to be used only with respect to this Project and are not to be used on any other project. Submission or distribution to meet official regulatory requirements or for purposes in connection with the Project is not to be construed as publication in derogation of Green Design Landscape Architecture, common law copyright or other reserved rights.

Approved	bh		
Drawn	kh	Reviewed	bh
Project No.	PL24-0024		
Scale		Issue Date	-.-.-

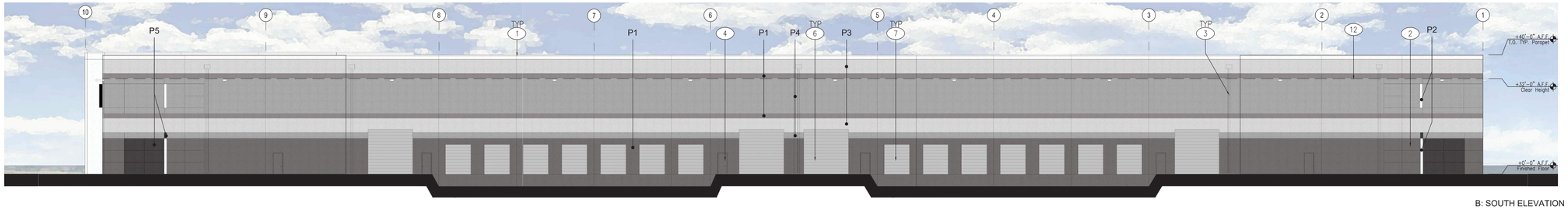
Preliminary Landscape Plan

L1.2

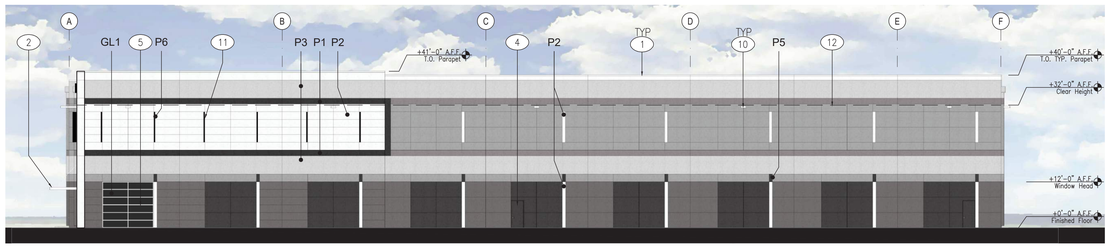


A: NORTH ELEVATION

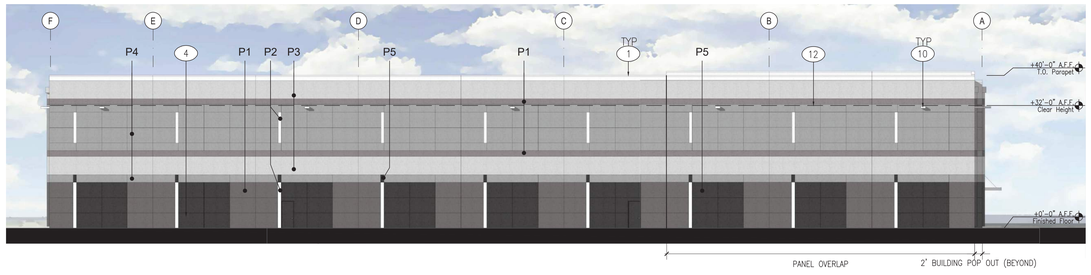
Attachment 3:
PL24-0024 NACC BLDG D MM - BLDG D Exterior Elevations



B: SOUTH ELEVATION



D: WEST ELEVATION



C: EAST ELEVATION



E: PERSPECTIVE VIEW OF MAIN ENTRY

0' 8' 16' 32'

EXTERIOR ELEVATIONS
SCALE: 1/16" = 1'-0"
1

FINISH LEGEND:

- GL1 : 1" DUAL GLAZED INSULATING UNITS IN ALUMINUM FRAMES
  OUTSIDE PANE: VITRO GRAYLITE II 1/4" THICK DARK GRAY VISION GLAZ.
  INSIDE PANE: CLEAR FLOAT 1/4" GLASS
  FRAMES: THERMALLY BROKEN CLEAR ANODIZED ALUMINUM FRAMES
- P1: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7067 CITYSCAPE
- P2: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7008 ALABASTER
- P3: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7016 PASSIVE
- P4: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7660 EARL GREY
- P5: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW7069 IRON ORE
- P6: ELASTOMERIC PAINT
  SHERWIN WILLIAMS SW6990 CAVIAR

KEYNOTES:

1. TYPICAL SITE CAST, CONCRETE TILT-UP PANELS WITH 3/4" REVEALS AND A MULTI COLOR COATING SYSTEM.
2. PAINTED STEEL ENTRY CANOPY
3. METAL SURFACE MOUNTED SCUPPERS AND DOWNSPOUTS. PAINT TO MATCH ADJACENT PANEL COLOR.
4. TYPICAL 3' X 7' STEEL MAN DOOR WITH LIGHT FIXTURE CENTERED OVER DOOR. PAINT TO MATCH ADJACENT PANEL COLOR.
5. TYPICAL WINDOW SYSTEM: DUAL PANE GLAZING IN 2" x 4" (NOMINAL) THERMALLY BROKEN, CLEAR ANODIZED ALUMINUM FRAMES. GLAZING TO BE TINTED WITH LOW-E COATING. STOREFRONT DOORS TO MATCH WINDOW SYSTEM.
6. 15' X 15' GRADE LEVEL O.H. SECTIONAL ROLL UP DOOR
7. 8'-6" X 10' DOCK LEVEL O.H. SECTIONAL ROLL UP DOOR
8. TENANT SIGNAGE: UNDER SEPARATE PERMIT AT TIME OF TENANT IMPROVEMENTS
9. ADDRESS SIGNAGE PER BUILDING, FIRE, AND SHERIFF DEPT REQUIREMENTS.
10. SURFACE MOUNTED LIGHT FIXTURE.
11. SURFACE MOUNTED BENT PLATE STEEL OR ALUMINUM "ACCENT FINS". PAINT AS SPECIFIED.
12. DASHED LINE INDICATES INTERNAL CLEAR HEIGHT.
13. FUTURE ROOF MOUNTED HVAC EQUIPMENT TO BE SCREENED FROM VIEWS FROM THE PUBLIC ROAD WAYS. SCREENING TO BE ACCOMPLISHED VIA THE BUILDING PARAPET OR A MECHANICAL SCREEN AS DEEMED NECESSARY BY THE PLANNING DEPARTMENT AT THE TIME WHEN THE FUTURE EQUIPMENT IS LOCATED AND SIZED.
14. STEEL DOCK STAIRS. PAINT AS SPECIFIED.

RMW
RMW Architecture Interiors
1718 Third Street
Suite 101
Sacramento
California 95811

Office
916 449-1400

rmw.com

OWNER / DEVELOPER:

502 WHITMORE AVE
MODESTO, CA
CONTACT: STEVE LAY
PHONE: 209.252.1295

PRELIMINARY DESIGN DOCUMENTS FOR:

NEW INDUSTRIAL/
MANUFACTURING BUILDINGS

BUILDING D
910 DEVLIN ROAD
AMERICAN CANYON, CA 94503
PL24-0024

approved for the owner by :

approved for the architect by :

issue : description : date :

City of American Canyon
Planning Division Approval
2/20/2025
Authorized Signature Date

GENERAL CONTRACTOR:

drawn by : EF plot date : 09-05-2024

checked by : JDL

stamp

LICENSED ARCHITECT
JEFFREY D. LEONHARDT
NO. C33644
REN. 12-31-25
STATE OF CALIFORNIA

scale : AS NOTED

project number : 2234116

EXTERIOR ELEVATIONS BUILDING D

sheet no. :
A03.3

EXHIBIT D
Applicant Confirmation of Conditions of Approval
NACC BLDG D Minor Modification
(FILE NO. PL24-0024)

As shown by my signature below, I confirm that I understand and agree to abide by the conditions of approval included in the Minor Modification Approval dated February 20, 2025.

_____ _____
Applicant's signature Date

_____
Applicant's name

_____ _____
Property Owner's signature Date

_____
Property Owner's name

Please return signed confirmation to the City of American Canyon Community Development Department, 4381 Broadway, Suite 201, American Canyon, CA 94503

EXHIBIT G

CITY COUNCIL RESOLUTION 2025-XX

[to be inserted]

Exhibit G

April 29, 2024

Mr. Brent Cooper, City Community Development Director
City of American Canyon
4381 Broadway Suite 201
American Canyon, CA 94503

RE: Annual Report for Development Agreement (the "Development Agreement") by and between the City of American Canyon (the "City") and Napa Airport Corporate Center I, LLC

Dear Mr. Cooper,

On June 12, 2023, G3 Kelly Devlin LLC ("G3") acquired the property commonly referred to as the Napa Airport Corporate Center ("Property"), which is described in Exhibit A of the Development Agreement, from Napa Airport Corporate Center I, LLC ("Prior Owner"), for the development of 5 buildings on 5 parcels ("Project"). The Property and Project is subject to the Development Agreement. G3 submits this letter to the City as the Annual Report required by Section 4.1 of the Development agreement, and to demonstrate good faith compliance with the terms of the Development Agreement (Gov't Code § 65865.1). G3 will request a Minor Modification to change the footprint of 2 of the 5 buildings to be constructed on the Property and a 10-year extension of the term of the Development Agreement to reflect current market conditions.

Development Agreement Section 3.1: Project Summary

On July 31, 2018, the Prior Owner obtained approval from the City for: 1) a Tentative Subdivision Map for subdivision of the Property into five lots, including public road rights-of-way; 2) Conditional Use Permits approving a Conditional Use Permit for Buildings A and B on Lots 1 and 2); 3) Conditional Use Permit and Design Permit for Building E on Lot 4; 4) Conditional Use Permit and Design Permit for Building G on Lot 5. These approvals allowed development of the Property with up to 261,541 square feet of industrial uses (warehouse, distribution, and/or E-commerce with accessory retail/office uses), and allowed the relaxation of certain lot size, front yard setbacks, and side yard landscaping requirements. The City conditioned the approval of the Project on the provision of public infrastructure and other benefits to the City.

On July 10, 2020, Prior Owner obtained approvals from the City for modifications of the Conditional Use Permit/Design Permit for Building E on Lot 4 and Building G on Lot 5, which increased the area of preserved wetlands on Lot 4 and Lot 5, reduced the square footage and building site coverage of Building E and Building G, adjusted parking and loading consistent with the revised buildings and reduced overall development on the Property from approximately 261,541 square feet to approximately 193,741 square feet.

The Prior Owner also consented to the inclusion of the Property in the Green Island Road Community Facilities District.

Development Agreement Section 3.2 and Section 3.5: Vested Rights and Subsequent Approvals

In addition to the vested rights described in Section 3.2 of the Development Agreement, Prior Owner obtained one Subsequent Approval from the City: A grading permit to allow for the export of stockpiled soil at the site (permit #DV21-0006, dated 7/13/21). This grading is not in preparation for the development of the Project.

Prior Owner obtained all requisite approvals and permits, related to the on-site wetlands, from the United States Army Corps of Engineers ("USACE") and the San Francisco Bay Regional Water Quality Control Board ("SFBRWQB"). The SFBRWQB issued its Clean Water Act section 401 Water Quality Certification and Order on February 14, 2022. USACE issued its permit pursuant to section 404 of the Clean Water Act on May 27, 2022.

As a condition of the approvals for the on-site wetlands, G3 will construct wetlands mitigation at the neighboring Napa Logistics Wetland Preserve. In preparation for that construction, there is an Endowment Funding Agreement with DWF IV NLP II, LLC (Napa Logistics) and Golden State Land Conservancy, and 100% of its required funding for that endowment, totaling $200,890.06, was provided in June of 2021. G3 is working with its wetlands consultant and design team to complete the construction documents for the wetlands mitigation.

The Use Permits for Lots 1, 2, 4, and 5 require that G3 reimburse Napa Logistics Phase 2 and/or the City for its fair-share of the costs of two offsite projects: 1) sewer and pump station improvements, which are currently nearing completion; and 2) various road improvements at S. Kelly Road, including its intersections with SR-29 and Devlin Road, the design for which has not yet been completed. We understand that the City is in the process of confirming G3's fair-share percentage of these costs.

Development Agreement Section 3.3: Public Benefits

The Project has and will continue to provide substantial public benefits to the City as described in Section 3.3 of the Development Agreement. The following sets forth the status of each required public benefit:

a) G3 will provide to the City: (1) the Irrevocable Offers of Dedication for the right-of-way necessary to accommodate the planned widening of South Kelly Road and the planned improvements to the intersection of South Kelly Road with both Devlin Road and SR 29 as shown on the final approved plans for these improvements; and, (2) the offers for public utility and public access easements, within thirty (30) days of receiving a notice from the City that approval of the final plans for the construction of the improvements associated with the particular requested right-of way and easement has been obtained from Caltrans, the City, and all other necessary governmental agencies and that construction of the improvements will proceed within sixty (60) days of the date of the notice.

b) Pursuant to Section 2.10 of the Development Agreement, G3 will pay applicable City fees at the rates in existence at the time of the applicable application submittal or permit issuance as

required by the terms of such fees. Fees applicable to the grading permit described above were paid, and G3 will pay any applicable fees for future submittals and approvals.

c) Development of the Property will provide additional substantial financial benefits to the City through increased taxes, sales, jobs, business license fees, and other sources. These financial benefits will accrue once the project is constructed and operational.

Minor Modification

G3 has been working with Mr. He on a Minor Modification to increase the square footage of Buildings E and G by 3-5% and to modify the circulation near those two buildings. We plan to submit the application for the Minor Modification during May 2024.

Development Agreement Section 3.4: Timing

G3 intends to develop the Project in phases at a rate driven by market demand for the buildings to be developed. As recognized by Section 3.4 of the Development Agreement, market conditions and demand, interest rates, and competition, among other factors, will impact the timing and completion of construction. Market conditions has significantly changed since the City and the Prior Owner entered into the Development Agreement, with much higher interest rates and a softening wine market and demand for industrial space. G3's plan is to develop the buildings over time as new users are identified, currently forecasted for a building every 18-36 months. Therefore, G3 is requesting a ten-year extension to the Development Agreement.

Sincerely,

Steve Lay
Property Development Manager

CC: William Ross, Jason Holley, William He, Erica Ahmann Smithies, Edison Bisnar, Christine Bellardo, Nicole Hall, Tim Byrd, Kevin Luttenegger, Mike Ash, Doug Smith

TITLE

Parking Restrictions on Broadway and in Municipal Lots

RECOMMENDATION

Adopt Resolutions restricting overnight parking 1) on Broadway (from 2801 Broadway to southerly City limits) and 2) in municipal lots.

CONTACT

Erica Ahmann Smithies, P.E., Public Works Director/City Engineer
Rick Greenberg, Police Chief

BACKGROUND & ANALYSIS

In response to community concerns regarding overnight parking on Broadway and the Veteran's Park parking lot, the City Council requested this item to consider new restrictions. In addition, staff have identified related issues involving the prolonged parking of vehicles in other municipal lots citywide. Tonight's discussion will explore regulatory options to address these concerns, promote equitable use of public spaces, and ensure safety and cleanliness in municipal areas.

Parking Restrictions on Broadway

The Police Chief and Public Works Director reviewed on-street parking conditions on Broadway. They conclude new restrictions (from 10:00 P.M. to 6:00 A.M.) would closely aligned with the City's park operational hours (sunrise to sunset). This timeframe would also provide flexibility to accommodate seasonal light variations, such as Daylight Saving Time. This is alignment is important from a user experiential and enforcement perspective. ACMC 10.32.280 provides sufficient authority to impose these restrictions by adopting the resolution shown in Attachment 1.

Restrictions in Municipal Parking Lots

Certain City-owned parking lots can be an attractive place for owners to store vehicles. Notable locations include parking lots at City Hall, the Aquatics Center, Kimberly Park and Veterans Park. In addition to storing vehicles, owners sometimes store boats, RV campers, and utility trailers. These parking lots were built for the enjoyment of all park and municipal facility users and are not intended to serve free, first-come first-serve private long-term parking. Staff concludes new restrictions (from 10:00 P.M. to 6:00 A.M.) would also be appropriate. ACMC 10.32.260 provides sufficient authority to impose these restrictions by adopting the resolution shown in Attachment 2.

If Council adopts the resolutions, then signs will be installed along Broadway (from 2801 Broadway to the City Limits) and within Veteran's Park as the initial priority, with installation to follow in other municipal lots.

Concurrently, staff will conduct public outreach, notifying users of the change. Parking restrictions will be periodically monitored, and if adjustments are needed, staff will provide an update and recommendation to City Council accordingly.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

The Fiscal Year 2025/26 Budget contains sufficient funds to cover the costs of new signage.

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 -Parking Restriction Broadway
2. Resolution - Parking Restriction Municipal Lots

RESOLUTION NO. 2025-

A RESOLUTION OF THE AMERICAN CANYON CITY COUNCIL RESTRICTING OVERNIGHT PARKING ON BROADWAY (FROM 2801 BROADWAY TO THE SOUTHERN CITY LIMITS)

WHEREAS, restricting parking on Broadway (from 2801 Broadway to the southern City limits will reduce nuisances related to prolonged parking of vehicles and trailers – including boats, campers and utility trailers; and

WHEREAS, these parking restrictions will also promote equitable use of public spaces, and ensure safety and cleanliness in municipal areas; and

WHEREAS, these restriction for Broadway will specifically prohibit parking from 10:00 P.M. to 6:00 A.M.; and

WHEREAS, sufficient authority exists pursuant to the City's Municipal Code 10.32.280 to impose the on-street parking restrictions.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby restricts overnight parking on Broadway (from 2801 Broadway to the southern City Limits) from 10:00pm to 6:00 am.

PASSED, APPROVED and **ADOPTED** at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 15th day of July, 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

RESOLUTION NO. 2025-

A RESOLUTION OF THE AMERICAN CANYON CITY COUNCIL RESTRICTING OVERNIGHT PARKING IN MUNICIPAL LOTS

WHEREAS, restricting parking in municipal lots will reduce nuisances related to prolonged parking of vehicles and trailers – including boats, campers and utility trailers; and

WHEREAS, these parking restrictions will also promote equitable use of public spaces, and ensure safety and cleanliness in municipal areas; and

WHEREAS, these restrictions for municipal lots will specifically prohibit parking from 10:00 P.M. to 6:00 A.M.; and

WHEREAS, sufficient authority exists pursuant to the City's Municipal Code 10.32.260 to impose the on-street parking restrictions.

NOW THEREFORE BE IT RESOLVED that the City Council hereby restricts overnight parking in municipal lots from 10:00 P.M. to 6:00 A.M.

PASSED, APPROVED and **ADOPTED** at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 15th day of July, 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

Business License Fee Program

RECOMMENDATION

Receive Council direction on Business License Program

CONTACT

Juan Gomez, Assistant City Manager
Jem Cruz, Finance Director

BACKGROUND & ANALYSIS

This is a City Council requested item.

Specifically, the City Council directed staff to review the City's 1992 Business License Program to determine whether efficiencies or improvements can be made, specifically related to 1) non-profit organized community special events and 2) generally as it relates to mobile food vendors (i.e. "food trucks".)

TL;DR: A Business License demonstrates an enterprise is operating legally, ensuring legitimate and safe businesses serve the community.

Since December 1992, the Business License (BL) Program has been ensuring businesses comply with County and State regulations. County regulations include permits for the operation of food or drink establishments, agricultural pest control, or weights and measures. State regulations include (retail) sellers permits (ie. "sales tax collector"), alcoholic beverage control, and professional licenses for an array of professional services regulated by the Department of Consumer Affairs and other state agencies.

At the local level, the Program also ensures compliance with zoning requirements and home occupation standards. When the Program was first adopted, there were very few businesses in American Canyon. Over the past 3 decades, staff has assisted hundreds of businesses by guiding them through the various regulatory requirements and the result is the successful commercial landscape that exists today.

The Program generates approximately $265,000 yearly in processing and licensing fees. Approximately $40,000 in processing fees recover administrative costs, while the remaining $225,000 is General Fund revenue used to provide general city services such as law enforcement and park & recreation.

The Program applies to any person or entity who engages in gainful activity business in the City, regardless of profit. The application process is done entirely electronically through the City's Virtual City Hall. The Program does allow for exemptions from license fees (but not the processing fees), but nonetheless, still requires these entities to obtain a BL. Fee exemptions apply in cases such as disabled veterans and non-profit organizations (Attachment 1).

Non-Profit Organized Community Events (Special Events)

The Program requires each vendor have a business license and comply with pertinent regulations. Vendors with a fixed place of business, pay a uniform administrative fee and a license fee of increasing amounts based on gross receipts. Vendors who do not have a fixed place of business pay a uniform "Solicitor/Peddler" license fee of $200 (instead of the sliding scale based on gross receipts).

As a new city with little commercial enterprise, it's not surprising the inaugural City Council in December 1992 favored fixed places of business, so they established the "Solicitor/Peddler" license fee amount to be equivalent to approximately $1,000,000 in Gross Receipts. The Council believed this higher license fee would "level the playing field" between fixed business establishments (who have in most cases higher operating costs associated with leases, equipment and utilities) and those more transient enterprises who "come and go" with lower (or non-existent) operating costs.

Although community events have been a fixture in American Canyon since before incorporation, it's unclear why the Council at the time did not include an exemption for the generally transient vendors who participate. More recently, the Program has been met with opposition as it imposes a financial burden to some vendors who only participate in these types of events, in some cases only once per year. Some of the other operational challenges with the current process includes not having an approved list of vendors before events, communications with vendors about requirements from event organizers, and in some cases city staff not aware event vendors will be present.

Staff suggests one option for improving and streamlining the Program would be to still require non-profit organizations to obtain a BL (including the minimal administrative fee, but not the larger the license fee) but allow the participating (for-profit) vendors to operate under that organization's business license (rather than obtain their own). Said differently, vendors themselves would not be required to obtain a BL; instead, the non-profit organizer would be responsible for obtaining a vendor list, ensuring vendors comply with pertinent regulations/permits and provide that information to the city in conjunction with each special event application. Substantial time and

effort can be saved under this new model and not burden individual vendors that normally don't conduct business in the City. To implement this change, a modification to the municipal code would be required and staff seeks Council direction on whether to proceed in this manner.

Of note, businesses operating within the city outside of these events, would still be subject to the BL Program requirements and fees.

Mobile Service Vendors (MSV) - Food Trucks

MSV's such as food trucks are assessed the peddler/solicitor rate. These vendors pay a slightly higher business license fee as it includes a review process that follows operational requirements outlined in the Municipal Code, possession of County Health Permits, verification of motor vehicle permits if applicable and insurance. Operational requirements outline permitted location, days/hours of operation and maximum allowed time at one location.

More recently, the Program has been met with opposition by food trucks who operate regularly in American Canyon, specifically the financial burden cited. MSV's provide additional food choices for residents and customers, particularly in light industrial areas where choices are non-existent, however they possess a competitive advantage over brick-and-mortar restaurants due to lower operating costs. Direction from Council is sought regarding the general application of the peddler/solicitor fee to food trucks. If the Council desires to have reduced fees for food trucks, a more comprehensive review - including input from interested parties such restaurants and commercial shopping center owners - is suggested.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

This item does not have a fiscal impact as it is informational.

ENVIRONMENTAL REVIEW

N/A

ATTACHMENTS:

Attachment 1 - Section 5.01.060 - City of American Canyon Municipal Code

Title 5 BUSINESS LICENSES AND REGULATIONS

Chapter 5.01 SINGLE-USE PLASTIC CARRYOUT BAG REDUCTION

5.01.010 Title.

This chapter shall be known as the city's "Single-Use Plastic Carryout Bag Reduction" ordinance, and may be cited as such, and will be referred to herein as "this chapter."

5.01.020 Purpose and intent.

The purposes of this chapter are to:

(A) Enact a bag reuse program that reduces waste and pollution, and that decreases the use of single-use plastic carryout bags in the city of American Canyon.

(B) Protect the environment from the negative impacts of single-use carryout bags by reducing the use of single-use plastic carryout bags, with a provision that would require retail stores within the city of American Canyon to charge customers who request recycled paper bags.

(C) Provide an incentive for customers to use reusable bags or bring their own bags by exempting application of the bag charge from those customers who use reusable bags or bring their own bags.

(Ord. 2015-08 § 3, 2015.)

5.01.030 Definitions.

For purposes of this chapter, the following definitions shall apply:

(A) "Customer" means any person obtaining merchandise from a retail establishment.

(B) "Director" means the community development director of the city of American Canyon, or a designee of the community development director or city manager.

(C) "Merchandise" means any consumer goods as that term is defined by California Civil Code Section 1791(a), except that "merchandise" shall also include clothing and consumables, as those terms are defined by California Civil Code Section 1791(c) and (d), respectively. "Merchandise" does not include prepared food. "Merchandise" includes, but is not limited to, liquor and beer, clothing, electronics and groceries that are not prepared food.

(D) "Person" means any human person, as well as any other form of legal entity (including a corporation, partnership, joint venture, limited liability company, or sole proprietorship).

(E) "Post-consumer recycled material" means a material that would otherwise be destined for solid waste disposal, having completed its intended end use and product life cycle. Post-consumer recycled material does not include materials and byproducts generated from, and commonly reused within, an original manufacturing and fabrication process.

(F) "Public eating establishment" means a restaurant, take-out food establishment, or any other business that receives ninety percent or more of its revenue from the sale of prepared food to be eaten on or off its premises. "Prepared food" means food or beverages which are prepared on the premises by cooking, chopping, slicing, mixing, freezing, or squeezing, and which require no further preparation to be consumed. Prepared food does not include any raw or uncooked meat product, or fruits and vegetables that are intended to be prepared for consumption off-site.

(G) "Recycled paper bag" means a paper bag provided by a retail establishment to a customer in accordance with this chapter, at the check stand, cash register, point of sale, or other point of departure for the purpose of transporting merchandise out of the establishment that contains no old growth fiber and a minimum of forty percent post-consumer recycled material; is one hundred percent recyclable; and has printed in a manner on the outside of the bag the word "Recyclable," the name and location of the manufacturer, and the percentage of post-consumer recycled content.

(H) "Retail establishment" means any commercial establishment that sells merchandise at retail directly to the customer; and is located within or doing business within the geographical limits of the city of American Canyon. Retail establishment does not include public eating establishments.

(I) "Reusable bag" means a bag made of cloth or other machine washable fabric that has handles, and is specifically designed and manufactured for multiple reuse.

(J) "Reusable plastic bag" means a bag made of durable plastic with handles that is at least 2.25 millimeters thick and is specifically designed and manufactured for multiple reuse.

(K) "Single-use plastic carryout bag" means a bag, provided by a retail establishment to a customer at the check stand, cash register, point of sale or other point of departure, for the purpose of transporting merchandise out of the establishment; provided that "single-use plastic carryout bag" specifically excludes any reusable bag or recycled paper bag and excludes any bag provided to the customer to: (1) transport produce, bulk food or meat from a produce, bulk food or meat department within a store to the point of sale; (2) hold prescription medication dispensed from a pharmacy; (3) segregate merchandise that could damage or contaminate other merchandise when placed together in a reusable bag or recycled paper bag; or (4) contain or wrap meat, fish, or frozen foods, whether prepackaged or not.

(Ord. 2015-08 § 3, 2015.)

5.01.040 Single-use plastic carryout bags.

(A) On and after January 1, 2016, no retail establishment shall provide a single-use plastic carryout bag to a customer.

(B) On and after January 1, 2016, no retail establishment shall provide a recycled paper bag or a reusable plastic bag to a customer for the purpose of transporting merchandise out of the establishment unless: (1) the retail establishment charges the customer an amount of not less than ten cents per bag; and (2) the amount of the charge for each recycled paper bag or reusable plastic bag is separately itemized on the sales receipt provided by the retail establishment to the customer. Retail establishments that provide a durable bag made of cloth or other machine washable fabric may do so at no charge to their customers at the retail establishment's discretion.

(C) Retailers shall retain the proceeds from the collection of the charge required by subsection B for the point of sale purchase of a recycled paper bag or reusable plastic bag. This chapter does not restrict how retailers use these monies.

(D) Nothing in this chapter shall prohibit customers from using bags of any type that they bring to a retail establishment themselves or from carrying away goods that are not placed in a bag.

(Ord. 2015-08 § 3, 2015.)

5.01.050 Exemptions.

A retail establishment may provide a reusable bag or a recycled paper bag at no cost at the point of sale for the following purposes:

(A) To a customer who is participating in the California Special Supplemental Food Program for Women, Infants, and Children pursuant to Article 2 of Chapter 1 of Part 2 of Division 106 of the Health and Safety Code, or a customer who is participating in the Supplemental Food Program pursuant to Chapter 10 of Part 3 of Division 9 of the Welfare and Institutions Code.

(B) To transport produce, bulk food or meat from a produce, bulk food or meat department within a store to the point of sale.

(C) To hold prescription medication dispensed from a pharmacy.

(D) To segregate merchandise that could damage or contaminate other merchandise when placed together in a reusable bag or recycled paper bag.

(E) To contain or wrap meat, fish, or frozen foods, whether prepackaged or not.

(F) To contain food from a public eating establishment.

(Ord. 2015-08 § 3, 2015.)

5.01.060 Enforcement.

The director shall have primary responsibility for enforcement of this chapter. The director is authorized to make all necessary and reasonable rules and regulations with respect to the enforcement of this chapter. All such rules and regulations shall be consistent with the provisions of this chapter.

It is a violation of this code, subject to enforcement pursuant to Chapter 1.16 of this code and punishment and prosecution pursuant to Chapter 1.20 of this code, for any retail establishment to violate or fail to comply with any provision of this chapter.

(Ord. 2015-08 § 3, 2015.)

Chapter 5.04 BUSINESS LICENSES GENERALLY

5.04.010 Enforcement.

(A) The city manager shall have the responsibility and power to enforce the provisions of this chapter, and the police chief shall render such assistance in the enforcement thereof as may from time to time be required.

(B) The city manager or designee, who may act through deputies or duly authorized assistants, may examine or cause to be examined, all places of business in the city to ascertain compliance with the provisions of this chapter.

(C) The city manager or designee, who may act through deputies or duly authorized assistants, shall have the power and authority to enter, free of charge, at any reasonable time, any place of business required by the provisions of this chapter to be licensed and require an exhibition of the license certificate. Any person having such license certificate issued in his or her possession or

under his or her control who willfully fails to exhibit such certificate on demand shall be guilty of an infraction and subject to the penalties provided for by Section 1.24.040.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.010

5.04.020 Business license required.

(A) Subject to the provisions of this chapter, all businesses engaged in or carried on in the city shall pay annual business license fees in the amounts as provided in this chapter. It is unlawful for any person to commence, transact, engage in, or carry on any business in the city without first having obtained a valid license and paid the applicable license fee, or without complying with any and all applicable provisions of this chapter.

(B) Compliance with such requirements shall not be construed to be a condition precedent to engaging in any business or corporation within the city where the imposition of such a condition precedent would be contrary to law.

(C) When any person shall by use of signs, circulars, cards, telephone book, internet or newspapers, advertise, hold out, or represent that he or she is in business in the city, or when any person holds an active license or permit issued by a governmental agency indicating that he or she is in business in the city, and such person fails to provide, after request by the collector, a sworn

statement that he or she is not conducting a business in the city, then these facts shall be considered prima facie evidence that he or she is conducting a business in the city.

(Ord. 92-20, 1992; Ord. 94-01 § 8, 1994; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.020

Cross References

Section 5.04.265(C)

5.04.030 License subject to other regulations and fees.

(A) Persons required to pay a license fee for transacting and carrying on any business under this chapter shall not be relieved from the payment of any fees for the privilege of carrying on any similar or related activity required under any other ordinance of the city and shall remain subject to the regulatory provisions of other ordinances.

(B) No person shall be entitled to a business license and the collector shall not issue a business license to any person commencing business unless and until said person shall have complied with all applicable city ordinances. No license shall be issued covering any food or drink dispensing establishment, restaurant, pet hospital, pet shop, veterinarian, or kennel services until the applicant has obtained clearance from the county department of health.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.030

5.04.040 False statements.

It is unlawful for any person knowingly to make any false statement in any application for a license pursuant to the provisions of this chapter.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.040

5.04.050 True names on reports.

Every person making out any report or record required by the terms of this chapter or any copy shall sign his or her true name and give the true name and correct address of the licensee.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.050

5.04.060 Illegal occupations.

A license granted pursuant to this chapter does not permit any occupation or activity of any kind which is prohibited by this code or any other ordinance, or by any state statute, law, rule, order or regulation.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.060

5.04.070 Refusing license.

Before the city manager denies any license, either new or for renewal, unless a hearing already has been held, the applicant shall be notified in writing that the city manager intends to deny the license, and that the applicant may request a hearing before the city manager within five days after receipt of such notice.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.070

5.04.080 Grounds for denial.

(A) The city manager may refuse to issue a license to carry on any business, occupation or activity, if such business, occupation or activity has been, will be, or is apt to become any one or more of the following:

(1) Prohibited by any local ordinance or by any state law, statute, rule or regulation and/or prohibited by federal law, statute, rule or regulation;

(2) A public nuisance;

(3) In any way detrimental to the public interest;

(4) Prohibited by zoning laws and ordinances.

(B) A license may also be denied on the grounds that the applicant has knowingly made a false statement in a material matter either in the application or in the testimony before the city manager or other body hearing such testimony.

(Ord. 92-20, 1992; Ord. 2009-08 § 2, 2009; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.080

5.04.090 Real party in interest.

The council, city manager, police department official, or other appropriate officer of body may examine under oath any applicant to determine who is the real party in interest in the business, occupation or exhibition for which a license is sought. If the council or other body or official finds that the application is in the interest of one whose license has been revoked or who has been refused a license, it may treat the application as though made by the real party in interest, and the application shall have the same effect against any future applications as if it had been made in the name of the real party in interest.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.090

5.04.100 Grounds for revocation.

A license may be revoked on any one or more of the following grounds:

(A) Any facts exist upon which a denial of such license would be authorized;

(B) The licensee, or any agent or employee of the licensee has been convicted of violating any of the terms of this chapter, or any regulation, or of any law, statute, rule, order or regulation of the

state, now or hereafter in force regulating the occupation or other activity for which the license was issued;

(C) The licensee obtained the license by fraudulent misrepresentations;

(D) If the license authorizes engaging in the business of repairing any property, such as radios, television, or vehicles, the licensee, or any agent or employee of the licensee has stolen, or been convicted of the theft of, such property or any part thereof;

(E) The licensee has been guilty of, or has been convicted of, fraud, false advertising or other misrepresentation, including misstatement of the work done, such as: (1) the installation of old, or second-hand parts and the charging for new parts; or (2) charging for parts not installed or any other misdealing, dishonesty, or willful failure to comply with the terms of any contract made as a part of the exercise of the occupation or activity licensed;

(F) The mutilation of any serial number, engine number, or other number or identifying mark on any property of other person, handled by the licensee in the course of the licensed business;

(G) Conspiracy with any person to do anything described in subsections B, C, D, E or F of this section;

(H) The failure or refusal of the licensee to notify the city manager of any material change in facts concerning the license within thirty days after such change.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.100

5.04.110 Forfeiture of fee.

On revocation of the license, no part of the money in the hands of the city shall be returned, but the license fee shall be forfeited to the city.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.110

5.04.120 New license.

When a license of any person is revoked for cause, no new or other license for the same or a similar business shall be granted to the same person within six months after such revocation.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.120

5.04.130 Keeping insurance etc., in force.

(A) Whenever this code requires the applicant for any license or permit to procure, post, or maintain in effect any bond, undertaking, deposit, surety, or policy of insurance, any license or permit so issued shall be in good standing only when such bond, undertaking, deposit, surety, or policy of insurance is in full force and effect. Such license or permit shall be automatically suspended without notice at any time such bond, undertaking, deposit, surety, or policy of insurance is not in full force and effect.

(B) If a new bond, undertaking, deposit, surety, or policy of insurance acceptable to the city manager is filed before the cancellation or expiration of the old one becomes effective, the license or permit will continue in full force.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.130

5.04.140 Administrative enforcement.

(A) Authority of the City Manager. The city manager, upon a hearing after giving the licensee five days' notice of the grounds for revocation or suspension, and the time and place of the hearing, and requiring him or her to show cause why the license should not be revoked, may revoke or suspend any one or more of the licenses held by such licensee. The city manager shall notify the licensee of his or her decision within three business days.

(B) Appeals to the Council. Any person aggrieved by the decision of the city manager may appeal the decision to the council in the manner provided in Section 5.04.320.

(C) Failure to Appeal. In the event no appeal is taken by the licensee, the decision of the city manager revoking or suspending such license shall become final and conclusive on the expiration of the time fixed for an appeal.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.140

5.04.150 Compliance with laws required.

The payment of a license fee as required by the provisions of this chapter, and its acceptance by the city, and the issuance of such license to any person shall not entitle the holder to carry on any

business unless he or she has complied with all the requirements of this code and all other applicable laws, nor to carry on any business in any building or on any premises designated in such license in the event such building or premises are situated in a zone or locality in which the conduct of such business is in violation of any law.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.150

5.04.160 License and penalties constitute debt to city.

The amount of any license fee and penalty imposed by the provisions of this chapter shall be deemed a debt to the city. An action may be commenced in the name of the city in any court of competent jurisdiction, for the amount of any delinquent license fee and penalties.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.160

5.04.170 Remedies cumulative.

All remedies prescribed under this chapter shall be cumulative and the use of one or more remedies by the city shall not bar the use of any other remedy for the purpose of enforcing the provisions of this chapter.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.170

5.04.180 Definitions.

For the purposes of this chapter, unless it is plainly evident from the context that a different meaning is intended, certain terms used in this chapter are defined as follows:

"Business" means professions, trades, occupations, gainful activities, and all and every kind of calling whether or not carried on for profit.

"City" means the city of American Canyon, a municipal corporation of the state of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.

"Collector" means the city manager, or other city officer or employee charged with the administration of this chapter.

"Gross receipts" means the total amount of the sale price of all sales and the total amount charged or received for the performance of any act or service of whatever nature it may be, for which a charge is made or credit allowed, whether or not such act or service is done as a part or in connection with the sale of materials, goods, wares, or merchandise. "Gross receipts," as used in this chapter, shall mean the gross receipt of the year preceding the beginning of the annual license period. Included in gross receipts shall be all receipts, cash, credits, and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, the cost of the materials used, labor or service, costs, interest paid or payable, or losses or other expenses whatsoever. Excluded from gross receipts shall be the following:

1. Cash discounts allowed and taken on sales;

2. Credit allowed on property accepted as part of the purchase price and which property may later be sold;

3. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;

4. Such part of the sale price returned by purchasers upon rescission of the contract sale as is refunded either in cash or by credit;

5. Amounts collected for others where the business is acting as an agent or trustee, to the extent that such amounts are paid to those for whom collected and provided the agent or trustee has furnished the collector with the names and addresses of the others and the amounts paid to them;

6. That portion of gross receipts which has been the measure of a license tax or fee paid to any other city for sales transacted outside the city.

"Peddler" means any person who travels by foot or by any type of conveyance from door to door, house to house, place to place, or street to street, carrying, conveying, or transporting food, goods, wares, merchandise or other personal property of any nature whatsoever, offering or exposing the same for sale, or making sales and delivering articles to purchasers, or who, without traveling from place to place, shall sell or offer the same for sale. The word "peddler" means and includes the words "hawker," "huckster," "roadside vendor," and "itinerant vendor." The word "peddler" shall also mean a person offering goods, wares or merchandise for sale or future delivery from a fixed place of business if the goods, wares or merchandise are sold during a temporary or limited period of time, or seasonally.

"Person" means all domestic and foreign corporations, associations, syndicated, joint stock corporations, partnerships of every kind, clubs, business, or common-law trusts, societies and individuals transacting and carrying on any business in the city other than as an employee.

"Solicitor" means any person who travels either by foot or by any type of conveyance from door to door, house to house, place to place or street to street, taking or attempting to take subscriptions, contracts of sale, or orders for the sale of foods, goods, wares, merchandise or other personal property of any nature whatever for future delivery, or for services to be furnished in the future, whether or not such person has, carries, or exposes for sale a sample of the subject of such sale or whether or not he or she collects advance payments on such sales. The word "solicitor" shall include any person who uses or occupies any building, structure, room, shop conveyance or other place other than a permanent store building within the county of Napa for the purpose of exhibiting samples and taking orders for merchandise or service for future delivery. The word "solicitor" shall include itinerant merchants, and persons soliciting funds or otherwise peddling or soliciting for religious, political or charitable purposes.

"Sworn statement" means an affidavit sworn to before a person authorized to take oaths or a declaration or certification made under penalty of perjury.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.180

Cross References

Section 5.04.265(C)

5.04.190 Separate license for each place or type of business.

A separate license must be obtained for each branch establishment or location of the business transacted and carried on and for each separate type of business licensed at the location or in the manner designated in such license; provided, that warehouses and distributing plants used in connection with and incidental to a business licensed under the provisions of this chapter shall not be deemed to be separate places of business or branch establishments; and provided further, that any person conducting two or more types of businesses at the same location and under the same management, or at different locations, but which businesses use a single set or integrated set of books and records may, at his or her option, pay only one fee calculated on all gross receipts of the businesses under the schedule that applies to the type of business of such person which requires the highest payment on such gross receipts except that a license fee of three dollars for each additional branch, location, or type of business shall be paid.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.190

5.04.200 Information confidential.

The collector or any authorized representatives shall not make known in any manner whatever the business affairs, operations, or information obtained by an investigation of records and equipment of any person required to obtain a license or pay a license fee under the provisions of this chapter or to divulge the amount or source of income, profits, losses, expenditures, or any particular information set forth in any statement or application, or to permit any statement or application, or copy of either, or any other related document which contains specific information as to the amount or source of income or expenditures of any person obtaining a license to be seen or examined by any person; provided, that nothing in this section shall be construed to present the disclosure to or examination of records by another city agent for the sole purpose of administering or enforcing any of the provisions of this chapter or auditing of accounts of the collector, federal or state officials, or a grand jury or court of law upon subpoena or in a proceeding to determine the existence or amount of any license fee liability of the particular licensee to the city; nor shall the disclosure of the names and addresses of persons to whom licenses have been issued and the general type of their business be prohibited hereunder, together with general statistics regarding business fees collected or business done in the city.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.200

5.04.210 Exemption—Generally.

(A) Nothing in this chapter shall be deemed or construed to apply to any person transacting and carrying on any business exempt by virtue of the Constitution or applicable Statutes of the United States or of the state of California. Any person claiming an exemption pursuant to this chapter shall file a sworn statement with the collector stating the facts upon which exemption is claimed and shall furnish such information and verification as may be required.

(B) In the absence of such statement substantiating the claim, such person and a reasonable opportunity for hearing to a licensee, may revoke any license granted pursuant to the provisions of

this section upon information that the licensee is not entitled to the exemption as provided in this chapter.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.210

5.04.220 Exemption—Charitable and nonprofit organizations.

The provisions of this chapter shall not be deemed or construed to require the payment of a license fee to conduct, manage or carry on any business, occupation, or activity from any institution or organization which is conducted, managed or carried on wholly for the benefit of charitable purposes from which profit is not derived, either directly or indirectly, by any individual; nor shall any license fee be required for the conducting of any entertainment, concert, exhibition, or lecture on scientific, historical, literary, religious or moral subjects within the city whenever the receipts of any such entertainment, concert, exhibition or lecture are to be appropriated to any church or school or to any religious or benevolent purpose; nor shall any license fee be required for the conducting of any entertainment, dance, municipal organization or association whenever the receipts of any such entertainment, dance, concert exhibition or lecture are to be appropriated for the purpose and objects for which such organization or association was formed and from which profit is not derived either directly or indirectly, by any individual; provided, however, that nothing in this section shall be deemed to exempt any such organization or association from complying with any of the provisions of this code requiring a permit from the city council or any commission or officer to conduct, manage, or carry on any profession, trade, calling or occupation.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.220

5.04.230 Exemption—Disabled veterans.

No license fee payable hereunder shall be payable by any person who has received an honorable discharge or release from active duty in one of the United States armed services, who is physically unable to obtain a livelihood by manual labor, and who is a voter of this state.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.230

5.04.240 Exemption—Newspapers, magazines and periodicals.

The provisions of this chapter shall not apply to the publication or sale of newspapers, magazines or other periodicals regularly issued at average intervals not exceeding three months.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.240

5.04.250 Exemption—Businesses subject to franchise, etc.

No business license shall be required of any public utility or other service organization which pays to the city a fee or tax under a franchise or similar agreement.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.250

5.04.260 Exemption—Limited income.

No business license shall be required of a person doing business and drawing social security benefits whose gross receipts do not exceed the maximum income allowed by Title 42, U.S. Code, Section 403(f)(3), as presently written or as amended.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.360

5.04.265 Exemption—Business fee amnesty program.

(A) At the discretion of the city council, a business license fee amnesty program may be conducted to encourage unlicensed businesses to come forward and pay for a current business license.

(B) The business license fee amnesty program shall waive the penalties for a business not having a current business license and for all fees, interest and penalties due for not having a business license during any prior year.

(C) The provisions of the amnesty program shall apply to any person, as defined in Section 5.04.180 of the municipal code, meeting the license fee liability requirement as defined in Section 5.04.020 who files an application for a business license and pays the applicable fee as defined in Sections 5.04.390 through 5.04.430.

(Ord. 2012-01 § 1, 2012.)

5.04.270 Fee adjustments required in cases of interstate commerce.

(A) None of the license fees provided for in this chapter shall be so applied as to occasion an undue burden upon interstate commerce or be violative of the equal protection and due process clauses of the Constitution of the United States and the state.

(B) In any case where a license fee is believed by a licensee or applicant for a license to place an undue burden upon interstate commerce or be violative of such constitutional clauses, he or she may apply to the collector for an adjustment of the fee. Such application may be made before, at, or within six months after payment of the prescribed license fee. The applicant shall, by sworn statement and supporting testimony, show his or her method of business and the gross volume or estimated gross volume of business and such other information as the collector may deem necessary in order to determine the extent, if any, of such undue burden or violation.

(C) The collector shall then conduct an investigation, and after having first obtained the written approval of the city attorney, shall fix as the license fee for the applicant, an amount that is reasonable and nondiscriminatory; or if the license fee has already been paid, shall order a refund of the amount over and above the license fee upon any measure which will assure that the license fee assessed shall be uniform with that assessed on businesses of like nature, so long as the amount assessed does not exceed the license fee as prescribed by this chapter.

(D) The collector may require the applicant to submit, either at the time of termination of applicant's business in the city or at the end of each three-month period, a sworn statement of the gross incomes from local sources upon which a license fee adjustment may be based; provided, that no additional license fee during any one calendar year shall be required after the licensee shall have paid an amount equal to the annual license fee as prescribed in this chapter.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.270

5.04.280 Application—Contents of license.

Every person required to have a license under the provisions of this chapter shall make application for the same to the collector, and upon the payment of the prescribed license fee the collector shall, if appropriate, issue to such person a license which shall contain: (1) the name of the person to whom the license is issued; (2) the business licensed; (3) the place where such business is to be

transacted and carried on; (4) the date of the expiration of such license; and (5) such other information as may be necessary for the enforcement of the provisions of this chapter.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.280

5.04.290 Statement of gross receipts.

(A) In all cases where the amount of the license fee to be paid is measured by gross receipts, the applicant for license shall furnish to the collector a sworn statement setting forth such information as is required and as may be necessary to determine the amount of the license fee to be paid by the applicant. Upon making application for the first license to be issued, or for a newly established business, a person shall estimate the gross receipts for the period to be covered by the license to be issued. Such estimate, if accepted by the collector as reasonable, shall be used in determining the amount of license fee to be paid by the applicant.

(B) The applicant for the renewal of a license shall submit to the collector a sworn statement setting forth such information concerning the applicant's business during the preceding year as may be required by the collector to ascertain the amount of the license fee to be paid by the applicant.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.290

5.04.300 Statements not conclusive.

(A) No statements shall be conclusive as to the matters set forth therein, nor shall the filing of the same preclude the city from collecting by appropriate action such sum as is actually due and payable hereunder. Such statement and each of the several items therein contained shall be subject

to audit and verification by the collector, his or her deputies, or authorized employees or the city, who are authorized to examine, audit, and inspect such books and records of any licensee or applicant for license, as may be necessary in their judgment to verify or ascertain the amount of license fee due. An inspection of books and records shall be made only when the city manager has determined that there is substantial necessity to do so in order to properly administer this chapter.

(B) All licensees, applicants for licenses, and persons engaged in business in the city are required to permit an examination of such books and records for the purposes aforesaid.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.300

5.04.310 Failure to file or correct statement.

(A) If any person fails to file any required statement within the time prescribed, or if after required by the collector he or she fails to file a corrected statement, the collector may determine the amount of license fee due from such person by means of such information as he or she may be able to obtain.

(B) If such a determination is made the collector shall give a notice of the amount so assessed by serving it personally or by depositing it in the United States post office, postage prepaid, addressed to the person so assessed at his or her last known address. Such person may, within fifteen days after the mailing or serving of such notice, make application in writing to the city clerk for a hearing on the amount of the license fee. If such application is made, the city clerk shall cause the matter to be set for hearing before the city council. The city clerk shall give at least ten days' notice to such person of the time and place of hearing in the manner prescribed above for serving notices of assessment. The council shall consider all evidence produced, and shall make findings

thereon, which shall be final. Notice of such finding shall be served upon the applicant in the manner prescribed above for serving notices of assessment.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.310

5.04.320 Appeals.

Any person aggrieved by any decision of the collector or of any other city officer made pursuant to this chapter may appeal to the city council pursuant to the provisions of Sections 2.04.070 through 2.04.100 of this code.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.320

Cross References

Section 5.04.140(B)

5.04.330 Additional power of collector.

In addition to all other power conferred upon him or her, the collector shall have the power, for good cause shown, to extend the time for filing any required sworn statement for a period not exceeding thirty days, and in such case to waive any penalty that would otherwise have accrued;

and shall have the further power, with the consent of the council, to compromise any claims as to amount of license fee due.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.330

5.04.340 No license transferable—Amended license for changed location.

No license issued pursuant to this chapter shall be transferable; provided, that where a license is issued authorizing a person to transact and carry on a business at a particular place, the licensee may apply to amend the license to authorize some other business location upon submittal of a complete application and paying a fee of ten dollars.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.340

5.04.350 Duplicate license.

A duplicate license may be issued by the collector to replace any valid license which has been lost or destroyed upon the licensee filing a statement of such fact and, at the time of filing such statement, paying a duplicate license fee of five dollars.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.350

5.04.360 Posting and keeping licenses.

All licenses shall be kept and posted in the following manner:

(A) Any licensee transacting and carrying on business at a fixed place of business in the city shall keep the license posted in a conspicuous place upon within the business premises.

(B) Any licensee transacting and carrying on business but not operating at a fixed place of business in the city shall keep the license upon his or her person at all times while transacting and carrying on such business in the city.

(C) Any licensee using a motor vehicle in connection with his or her business shall affix on the vehicle in a location prescribed by the city manager, a decal or tag, to be furnished by the city, showing that a current license has been issued.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.360

5.04.370 Method and time of payment.

Unless otherwise specifically provided, all annual license fees shall be due and payable in advance in full on the first business day of January of each year. Quarterly payments shall be made on the first day of the first, fourth, seventh and tenth months of the license term. Quarterly payments may be made only during the twelve-month period following the issuance of the initial license, unless otherwise specifically allowed by other provisions of this chapter.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.370

5.04.380 Penalties for failure to pay fee when due.

For failure to pay a license fee when due, the collector shall add a penalty of ten percent of such license fee on the first day of each succeeding month after the due date; provided, however, the amount of such penalty to be added shall in no event exceed fifty percent of the amount of the license fee due.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.380

5.04.390 License fees—Persons with fixed place of business.

Every person who engages in business at a fixed place of business within the city shall pay a license fee based upon gross receipts at the following rates and in the following classifications:

Gross Receipts Range	Class A	Class B	Class C
0 — 10,000	$ 0.00	$ 0.00	$ 0.00
10,001 — 25,000	20.00	24.00	28.00
25,001 — 50,000	25.00	30.00	36.00
50,001 — 100,000	30.00	36.00	43.00
100,001 — 250,000	46.00	55.00	66.00
250,001 — 500,000	76.00	90.00	108.00
500,001 — 750,000	114.00	135.00	162.00
750,001 — 1,000,000	150.00	180.00	216.00
1,000,001 — 2,000,000	400.00	500.00	600.00
2,000,001 — 3,000,000	500.00	625.00	750.00
3,000,001 — 4,000,000	600.00	750.00	900.00
4,000,001 — 5,000,000	700.00	875.00	1,050.00
5,000,001 — 10,000,000	1,000.00	1,250.00	1,500.00
10,000,001 and up	1,500.00	1,875.00	2,250.00

Classifications

Class A

Automobile repair and services

Laundry, dry cleaning and garment services

Manufacturing

Retail trade

Wholesale trade

Class B

Amusement and recreation services, including motion pictures

Architectural services

Automotive sales

Barbers and hair stylists

Beauty shops

Engineering services

Landscape and horticultural services

Operators, renters and lessors of commercial property

Services to buildings

All other persons engaged in business not specifically listed elsewhere in this chapter

Class C

Accounting, auditing and bookkeeping services

Financial services

Insurance brokers and services

Legal services

Management and public relations services

Medical and health services

Real estate agents, brokers, managers and services.

(Ord. 92-20, 1992; Ord. 93-06 § 1, 1993; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.390

Cross References

Section 5.04.265(C)

Section 5.04.420

5.04.400 License fees—Persons without fixed place of business in the city.

(A) Every person not having a fixed place of business within the city and not being otherwise licensed or classified in this chapter, who delivers any service by the use of vehicles in the city, except general and special construction contractors, shall pay a license fee as follows:

Capacity	Rate per Vehicle
Not exceeding one-half ton	$15.00
One-half to 2 tons	25.00
Over 2 tons to 3 tons	50.00
Over 3 tons	75.00

(B) Every person not having a fixed place of business within the city who engages in business within the city and is not subject to the provisions of this section shall pay a license fee at the same rate prescribed in this chapter for persons engaged in the same type of business from and having a fixed place of business within the city.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.400

5.04.410 License fees—Flat rate.

Every person transacting and carrying on the businesses enumerated in this section shall pay a license fee as follows:

Advertising.

(A) Billboards, signs not fixed on places of business: one hundred dollars per structure or sign.

(B) Distributing handbills: one hundred dollars annually, or fifty dollars monthly, or twenty-five dollars daily.

(C) Sound trucks: two hundred dollars annual fee per truck, or fifty dollars daily fee per truck.

(D) Klieg lights: one hundred fifty dollars per year per light, or at licensee's option, fifteen dollars per day per light.

Auctioneers.

Auctioneers not having a fixed place of business in the city, two hundred fifty dollars per year, or at the option of the licensee, twenty-five dollars per day.

Card Rooms.

One hundred fifty dollars per table per year.

Carnivals, Fairs.

Two hundred dollars for the first day and one hundred fifty dollars for each additional day, for the first ten or fewer concessions; plus thirty dollars for the first day and twenty dollars for each additional day for each concession in excess of ten. For the purpose of this section, "concession" means any amusement ride, booth, exhibit, stall, tent, trailer, or stand which charges any fee for the ride, service or product offered.

Circuses.

Two hundred dollars per day.

Commercial Filming.

On city streets or other city property, as follows:

Persons Employed at Location	Rate per Day
1 — 3	$100.00
4 — 6	200.00
7 — 9	400.00
10 and over	600.00

Traffic-control costs or any additional costs as required by the chief of police shall be paid entirely by the applicant.

Contractors.

Every person engaged in the business of contracting which requires a state contractors' license shall pay a business license as follows:

(A) General contractors, one hundred dollar annual fee;

(B) Subcontractors, fifty dollar annual fee;

(C) Business licenses for general contractors and subcontractors may be obtained semi-annually.

Living Accommodations.

Every person transacting or engaged in the rental of four or more dwelling units in any apartment house, roominghouse, houses for rent, or other living accommodations shall pay an annual fee of twelve dollars per unit, provided that hotels and motels shall be on the gross receipts basis, Class B.

Mobilehome, Trailer and Recreational Vehicle Parks.

Twelve dollars per space per year.

Peddlers and Solicitors.

(A) Principal, two hundred dollar annual fee.

(B) Each additional solicitor or peddler, ten dollars quarterly.

Sales Representatives.

Every person engaged in the business of soliciting of orders for sales or services by a nationally franchised business (such as AVON) wherein solicitation only occurs by previous appointment, shall pay a business license fee of twenty-five dollars per year.

Taxicabs.

(A) Taxicab operator's license, sixty dollar annual fee;

(B) Taxicab vehicles, per vehicle, twenty-five dollar annual fee.

(Ord. 92-20, 1992; Ord. 93-06 § 1, 1993; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.410

Cross References

Section 5.16.020

5.04.420 Coin-operated machines.

Every person operating and or more vending machines, coin-operated amusement device, shuffleboard, jukebox or other similar device, shall pay a license fee based on the entire gross receipts from all of such machines operated within the corporate limits of the city in accordance with the schedule set forth in Section 5.04.390, Class B.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.420

5.04.430 Waiver or reduction of fees or penalties by city manager.

The city manager, for good and satisfactory cause shown, may on a case by case basis, waive business license penalties and interest up to $1,000. As a condition of receiving the penalty and interest waiver, the business would be required to pay any business license fees in arrears up to a maximum of three prior years.

(Ord. 2012-01 § 1, 2012.)

Cross References

Section 5.04.265(C)

5.04.435 Waiver or reduction of fees or penalties by council.

The council, for good and satisfactory cause shown, may order the issuance of a license for less than the fees provided in this chapter or without the payment of any fee whatsoever.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.430

5.04.440 Rules and regulations.

The collector may make such rules and regulations not inconsistent with the provisions of this chapter as may be necessary or desirable to supplement or clarify such provisions or aid in their enforcement. Such rules and regulations shall be known as "business license rules and regulations," shall be placed in written form and numbered consecutively, and shall be approved by

the city attorney before becoming effective. A copy of each such "business license rules and regulations" shall be filed with the city manager and with the city clerk.

(Ord. 92-20, 1992; Ord. 2012-01 § 1, 2012.)

Prior Codifications

Previously codified as 3.28.440

Chapter 5.05 SPECIAL EVENTS

5.05.010 Intent and purpose.

The intent of this chapter is to provide a regulatory framework for permitting special events and temporary outdoor promotions. The use of private property, city streets or other city-owned or controlled property by large groups causes wear and tear on turf, park equipment and facilities, and requires city staff time to provide support services, such as traffic control. Such uses can also subject neighboring residents and businesses to noise and traffic. The purpose of this chapter is to ensure that special events and temporary outdoor promotions are conducted so as not to violate any other ordinance or regulation of the city, or cause detrimental effects to surrounding properties and the community-at-large. It is the intent of the city to protect the rights of the people to engage in expressive activities in the city's public places, as well as to regulate the time, place and manner of these activities in a reasonable and minimally restrictive fashion.

(Ord. 2010-05 § 1, 2010.)

5.05.020 Definitions.

"Air-medical operations permit" means a permit issued by the fire chief or designee, allowing the landing and takeoff of EMS air rescue or air ambulance helicopters for the purposes of special event stand-by services.

"Applicant" means the person, corporation, association, partnership or other legal entity submitting the application for a special event or temporary outdoor promotion permit.

"Chief of police services" means the chief of police services of the city of American Canyon, or designee.

"City" means the city of American Canyon.

"City manager" means the city manager of the city of American Canyon, or designee.

"Departmental service charges" means the actual costs which a department of the city incurs in connection with activities for which a special event or temporary outdoor promotion permit is required under this chapter, including, but not limited to, costs associated with fire safety, traffic and/or pedestrian control, water safety, the closure of streets or intersections, the diverting of traffic, the salaries of city personnel involved in administration or coordination of city services for the event, the cost to the city to provide support personnel, equipment, materials and supplies and related city costs, such as fringe benefits or employee overtime. Departmental service charges shall not include costs incurred by the city to provide ordinary levels of police protective services to those engaged in activities or conduct for which a special event or temporary outdoor promotion permit is required pursuant to this chapter.

"Event organizer" means any person who conducts, manages, promotes, organizes, aids or solicits attendance at a special event or temporary outdoor promotion.

"Expressive activity" means conduct protected by the First Amendment of the United States Constitution or Article 1, Section 2 of the California Constitution, which is the principal purpose of the event.

"Fire chief" means the American Canyon fire protection district fire chief, or designee.

"Indigent natural person" means a person eligible for relief and support in the county of Napa as an indigent person under Section 17000 et seq., of the California Welfare and Institutions Code, or as the/those section(s) is/are amended from time to time.

"Medical operations permit" means a permit issued pursuant to the California Health and Safety Code, which gives the city the right to require and evaluate, modify, approve or reject the medical operations plan of any applicant wishing to conduct a special event within the city.

"Parade" means a parade, procession, march, demonstration, motorcade, promenade or pageant consisting of persons, animals or vehicles, or any combination thereof, traveling in unison and having a common purpose, design, destination or goal, which is conducted in, on, upon, or along any public street, sidewalk or other property owned or controlled by the city, or any portion thereof, which does not comply with normal and usual traffic regulations or control, or which may impede, obstruct, impair or interfere with the free use of such public street, sidewalk or other public property of the city.

"Person" means any natural person, firm, association, joint venture, joint stock company, partnership, organization, club, company, corporation, business trust or manager, lessee, agent, servant, officer or employee, or any of them, except where the context clearly requires a different meaning.

"Public assembly" means any group of sixty or more persons participating in an organized activity having a common purpose on or within a city street, city park, parking facility, sidewalk, or other public property or right-of-way.

"Sidewalk" means that portion of a highway, other than the roadway, set apart by curbs, barriers, markings, or other delineation for pedestrian travel.

"Special event" means:

1. Any temporary event not exceeding thirty days, whether indoors or outdoors, involving thirty or more persons, which is inconsistent with the permanent use to which the property may legally be put, or the occupancy levels permitted on property; or

2. Any public assembly as defined in this section; or

3. Any event, regardless of the number of persons involved, requiring full or partial street closure, which occurs on a city street, sidewalk, alley, or other public right-of-way, and/or which is likely to obstruct, delay or interfere with the normal flow of pedestrian or vehicular traffic.

The following list of examples is illustrative, but not determinative, of activities that may constitute "special events":

1. Motorized vehicle races or contests.

2. Carnivals, circuses, fairs, festivals, nondomesticated animal act or exhibition, and similar activities.

3. Any event with mechanical amusement rides.

4. Promotional or fundraising activities.

5. Parades.

6. Outdoor shows, concerts and exhibitions.

7. Outdoor craft fairs, soapbox derbies, or other similar events.

"Special event permit" or "permit" means a special event permit issued pursuant to this chapter.

"Spontaneous special event" means a special event that is also an expressive activity, which is precipitated by news, circumstances or events coming into public knowledge fewer than thirty working days before the proposed spontaneous special event.

"Street" means a way or place, of whatever nature, publicly maintained and open to use of the

public for purposes of vehicular travel. Streets include highways and alleys.

"Temporary outdoor promotion" means an outdoor commercial event of limited duration, such as grand openings, outdoor sales, and seasonal promotions occurring on nonresidential, private property.

"Temporary outdoor promotion permit" means a temporary outdoor promotion permit issued pursuant to this chapter.

"Venue" means the specific property, area or site for which a special event permit has been issued.

"Working day" shall mean a weekday, e.g., Monday through Friday, in which City Hall is open and conducts business. Saturdays, Sundays and holidays are not working days within the meaning of this chapter.

(Ord. 2010-05 § 1, 2010.)

Cross References

Section 5.05.035(A)

Section 5.05.045(A)

Section 19.35.010(F)

5.05.030 Permit required.

(A) It shall be unlawful for any person to conduct, operate, maintain, organize, advertise, or sell or furnish tickets to any special event or temporary outdoor promotion within the city of American Canyon subject to the provisions of this chapter, and not expressly exempt under Section 5.05.040, without having obtained a valid permit for the event.

(B) Issuance of a permit pursuant to this chapter does not obligate or require the city to provide city services, equipment or personnel in support of an event, although the city manager may provide such services, equipment or personnel if such are reasonably available and the event organizer makes provisions to reimburse the city for the cost.

(Ord. 2010-05 § 1, 2010.)

5.05.035 Special event permit.

(A) A special event permit is required for any special event, as defined in Section 5.05.020, having any of the following characteristics:

(1) Involves the use of public property or facilities or has a substantial impact on traffic, public property or facilities in a way that may require the provision of city public services in response; and/or

(2) Creates noise in excess of the standards set forth in Chapter 8.12 ("Noise Control"); and/or

(3) Involves the use of any pyrotechnic device as defined in the California Health and Safety Code; and/or

(4) Involves the construction or installation of any temporary or permanent tents, canopies or other structures, if the construction or installation requires a permit from the city's fire and/or community development department; and/or

(5) Involves the use of any exotic or nondomesticated animals, or mechanical amusement rides.

(Ord. 2010-05 § 1, 2010.)

5.05.040 Exceptions to the special event permit.

(A) A special event permit is not required for any of the following special events:

(1) An event conducted in or on residential property in a residential zone so long as the event conforms to other provisions of the municipal code.

(2) Block parties that conform to the other provisions of the municipal code.

(3) Funeral processions by a licensed mortuary or funeral home.

(4) Any activities or events held or conducted by or on behalf of a public or private school, a college or school district, the state of California or other governmental entity otherwise exempt from the provisions of this chapter under separate provision of law.

(5) Events involving expressive activity, including but not limited to, lawful picketing, which takes place on public sidewalks owned or controlled by the city, provided that participants comply with applicable traffic regulations, laws or controls.

(Ord. 2010-05 § 1, 2010.)

Cross References

Section 5.05.030(A)

5.05.045 Temporary outdoor promotion regulations.

(A) Temporary outdoor promotions, as defined in Section 5.05.020, require permits issued pursuant to this chapter.

(B) Temporary outdoor promotions are limited to ten consecutive days per event and a maximum of four events per year, unless provided otherwise in an approved design permit under Chapter 19.41.

(C) Temporary outdoor promotion permits shall be issued only to approved permanent establishments in the city for on-site use. The proposed events and activities shall occur in conjunction with the principal use of the establishment or as an extension thereof.

(D) Signage for temporary outdoor promotions shall comply with the sign ordinance in Chapter 19.23.

(E) All signage and lighting associated with the temporary outdoor promotion shall be included on the plans.

(F) The permit applicant must demonstrate that adequate on-site parking spaces will remain available for customer parking.

(G) All disabled-accessible parking spaces, walkways, ramps, ingress, and egresses must remain available.

(Ord. 2010-05 § 1, 2010.)

Cross References

Section 19.37.020

Section 19.37.030

5.05.050 Application for permit.

(A) An application for a special event or temporary outdoor promotion required by this chapter shall be filed with the city manager on a form furnished by, or acceptable to, the city manager, and signed by the applicant under penalty of perjury. If the application is filed by an organization, the application shall be prepared, signed under penalty of perjury, and filed by an officer of such organization, who is not less than eighteen years of age. An indigent natural person may only apply on his or her own behalf and cannot apply on behalf of another person, corporation, association, partnership or other legal entity.

(B) A completed application for a special event permit shall be filed not less than thirty working days, nor more than six months, prior to the opening date of the proposed special event. However, it is recommended that a completed application be filed at least ninety calendar days prior to the proposed special event to accommodate unforeseen circumstances or delays.

(C) A completed application for a temporary outdoor promotion permit shall be filed not less than ten working days, nor more than six months, prior to the proposed temporary outdoor promotion. If the city manager denies the special event or temporary outdoor promotion permit, the event organizer or other affected person may appeal the denial to the city council under Section 5.05.100. Once any decision of the city council on appeal becomes final, the event organizer or other affected person may then file a petition for writ of mandate pursuant to California Code of Procedure Section 1094.6 or 1094.8 regarding the validity of the city's decision to grant or deny the application.

(D) An application will be deemed complete unless, within three working days, the applicant is given notice that the application is incomplete and told what information is missing. Notwithstanding the city manager's acceptance of a completed application, no special event or temporary outdoor promotion permit date shall be considered confirmed until a special event or temporary outdoor promotion permit is issued pursuant to Section 5.05.080.

(E) No application filed for a special event proposed to be scheduled fewer than thirty working days from the filing of an application will be accepted, except for an application for a spontaneous special event.

(1) An event organizer must give written notice to the city manager at least forty-eight hours in advance of any proposed spontaneous special event. Such written notice must contain all of the following information:

(a) The name, address and telephone number of the person or persons seeking to conduct the spontaneous special event, which person or persons shall be considered the applicant for purposes of this subsection.

(b) The name, address and telephone of the headquarters of the organization, if any, and of the organizer or responsible head of such organization by whom or on whose behalf the spontaneous special event is proposed to be conducted.

(c) The name, address and telephone number of the person who will chair the spontaneous special event and who will be responsible for the conduct of the participants.

(d) The location and date of the spontaneous special event, including the assembly area, disbanding area, and the route to be traveled, if applicable.

(e) An estimate of the approximate number of persons who will be participating in the spontaneous special event and an estimate of the approximate number of persons who will be observing the spontaneous special event.

(f) The time at which the spontaneous special event will begin and conclude.

(g) The type of security or other arrangements that will be provided to assure that participants are properly directed.

(h) The application shall be accompanied by a declaration under penalty of perjury demonstrating that the failure to submit a timely application was not within the applicant's control because the precipitating news, circumstances or events did not exist, or could not have been known to the applicant in time to file a timely application under this chapter.

(2) The city manager may impose reasonable time, place and manner restrictions on the spontaneous special event.

(3) The city manager may deny permission to conduct a spontaneous special event if he or she makes a written finding requiring denial pursuant to Section 5.05.090 within twenty-four hours of receipt of the application. If the city manager makes a finding pursuant to Section 5.05.090, he or she shall immediately provide notice of the denial, including the reason or reasons for the denial, by telephone and in writing, to the applicant. In lieu of denial, the city manager may propose to the applicant an alternative time, route, venue or manner of conducting the activity which would be acceptable to the city and would obviate any finding made pursuant to Section 5.05.090. Once the city manager makes his or her final determination whether to deny or grant the permit, the applicant may file a petition for writ of mandate pursuant to California Code of Civil Procedure Section 1094.6 or 1094.8 challenging the validity of the city manager's decision.

(4) The applicant will be charged for the actual costs incurred for any increases in the cost of services attributable to the shortened review period. Such costs may include, but are not limited to, any staff overtime.

(Ord. 2010-05 § 1, 2010.)

5.05.060 Permit and application fee.

(A) All applications shall be submitted with payment of a nonrefundable application fee established by resolution of the city council, as may be amended from time to time, unless said special event or temporary outdoor promotion is funded in full or in part by the city as an applicant, or said fee is waived by the city council. Any application submitted without said application fee shall be deemed incomplete.

(B) Any indigent natural person who cannot apply for a special event permit because of an inability to pay the required application fee due to such indigence shall not be required to pay said

application fee set forth in subsection A. Application for indigent status shall be made at the time of submission of the special event permit application and shall be accompanied by such relevant information and documentation as may, in the opinion of the city manager, be reasonably necessary to verify such status.

(Ord. 2010-05 § 1, 2010.)

5.05.070 Application contents.

(A) Applications for all special event and temporary outdoor promotion permits shall contain the following information, as deemed applicable:

(1) The name, address and telephone number of the applicant, the event organizer and an alternative person who may be contacted if the event organizer is unavailable.

(2) If located on private property, signed approval from the property owner acknowledging application for a special event or temporary outdoor promotion.

(3) If the applicant is an organization or business, the name, address and telephone number of the organization or business and the authorized head of the organization or business shall be provided. The person designated as the applicant by an organization or business shall provide written authorization from the organization or business verifying such designation.

(4) The name, address and telephone number of the person who will be present and in charge of the special event or temporary outdoor promotion on the day of the event.

(5) A description of the nature or purpose of the special event or temporary outdoor promotion for which the special event or temporary outdoor promotion permit is requested and an estimate of the maximum number of persons who will be attending the event.

(6) Date(s) and estimated starting and ending time(s) of the special event or temporary outdoor promotion.

(7) Location of the special event or temporary outdoor promotion, including its boundaries, the street or other public property, and the specific area or areas, that will be utilized in connection

with the proposed event, or, if on private property, the business name, street address and telephone number at which the event or activity will be conducted.

(8) The type and estimated number of vehicles, animals or structures that will be used at the special event or temporary outdoor promotion.

(9) The provision and/or operation of first aid or emergency aid stations at the special event or temporary outdoor promotion.

(10) The provision and/or operation of sanitary facilities, including handicap accessible sanitary facilities.

(11) Whether any food or beverages, including alcoholic beverages, will be sold at the special event or temporary outdoor promotion.

(12) The type of security or other arrangements that will be provided: (a) to ensure that participants are properly directed; and (b) to ensure the prevention of unlawful conduct by participants and attendees.

(13) Anticipated parking needed and parking plan for the special event or temporary outdoor promotion.

(14) A proposed plan for seating for the special event or temporary outdoor promotion, if applicable, and the maximum legal occupancy of the proposed premises, if applicable.

(15) A security plan, including the provision and use of traffic cones or barricades, for control of pedestrian and vehicular traffic.

(16) Whether sound amplification equipment will be used and a plan for control of noise, including, but not limited to, the noise generated by amplification equipment, motors and other equipment that may affect nearby premises, with special attention to prevention of noise nuisance to nearby residences, if any, subject to the noise standards set forth in Section 12.04.180.

(17) A detailed floor plan and site plan of the premises showing the building interior and exterior grounds, including parking spaces, amusement ride location, seating arrangements, dance floor area, bar location, fire exits, and the dimensions of each portion with the layout of the special

event or temporary outdoor promotion, when applicable. A trash and litter collection and off-site disposal plan.

(18) The manner of providing notice of the special event or temporary outdoor promotion conditions to special event or temporary outdoor promotion participants and those businesses or residents who may be directly affected by the conduct of the special event or temporary outdoor promotion.

(19) Such other information pertaining to public health and safety that the applicant may wish to include.

(20) The application form shall inform the applicant of his or her right to appeal.

(B) The application for special events, such as parades or public assemblies, which require full or partial street closures, shall, in addition to the above information requirements, contain the following information:

(1) The assembly point for the special event and the time at which people and/or units of the special event will begin to assemble and the location of the disbanding area.

(2) The proposed route to be traveled, including the maximum length of the special event in miles or fractions of miles.

(3) Whether the parade or other special event will occupy all or only a portion of the streets proposed to be traveled.

(4) An estimate of the approximate number of persons who will be participating in the special event and an estimate of the approximate number of persons who will be observing the special event.

(5) If the special event assembly or disbanding is to be conducted on private property, the applicant must submit, with the application, proof of the property owner's permission for the property to be used for that purpose.

(C) Medical Operations Permit. A special medical operations permit shall be required for any special event where, in the opinion of the fire chief, it is essential for public safety in a place of assembly or any other place where people congregate, due to the number of persons participating

in the special event or the projected impact to the emergency medical services system within the city. Where required, the special event applicant shall submit for approval to the fire chief a medical operations plan in accordance with the criteria established by the American Canyon fire protection district. This plan may require the permit applicant to employ one or more medically qualified persons, including medically trained fire department personnel, as required and approved, to be on duty at such a place. Such individuals shall be subject to the fire chief's orders, at all times when so employed and shall be in uniform and remain on duty during times that such places are open to the public, or when such activity is being conducted. Before the special event, such fire authority personnel shall inspect the required medical equipment to see that it is in the proper place and in good working order, and shall keep a diligent watch for medical emergencies during the time such place is open to the public or such activity is being conducted. Events that may require a special medical operations permit include, but are not limited to:

(1) Any event in which specialized emergency medical services are provided above the level of advanced first aid, such as emergency medical technician-1, paramedics, nurses, physician assistants, and/or physicians.

(2) Any event, by the rules of the event, which requires the need to have contract emergency ambulance service providers or personnel on-site in order to conduct such event, e.g., bicycle races or similar high-risk injury activities.

(3) Any event utilizing standby air rescue or air ambulance services.

(4) Any event the fire chief deems may adversely impact the emergency medical services response capability of the city based upon:

(a) The location of the event;

(b) Projected event participation; or

(c) Any other applicable criteria.

(D) Air-Medical Operations Permit Required. A special air-medical operations permit shall be required for all events utilizing standby air rescue or air ambulance services. The fire chief shall direct the landings and takeoffs of all EMS air rescue or air ambulance operations within the city. Standby fire authority and/or sheriff department resources may be required during landing or

takeoff operations for safety and security reasons. An air-medical operations plan, if required, shall be submitted, subject to the approval of the fire chief to include the following information:

(1) Name of the air rescue or air ambulance provider.

(2) Contact person for air operations.

(3) Type and size of aircraft.

(4) Patient transport capability.

(5) Level of medical staffing.

(6) Frequency or list of frequencies available for ground-to-air contact.

(7) Landing zone site and alternate landing zone site.

(8) Security for landing zone site.

(Ord. 2010-05 § 1, 2010.)

5.05.080 Action by city manager.

(A) The city manager is authorized to issue special event and temporary outdoor promotion permits pursuant to the procedures established in this chapter.

(B) Notwithstanding any provision in the American Canyon Municipal Code to the contrary, the city manager is authorized to close any street, or portion thereof, as part of the issuance of a special event permit or temporary outdoor promotion permit when necessary to further the purpose of the underlying event and protect the health and safety of the public.

(C) Upon the filing of a completed application, the city manager shall refer the application to such appropriate city departments, as he or she deems necessary from the nature of the application, for review, evaluation, investigation and recommendations by the departments regarding approval or disapproval of the application and the estimated number of hours of service

that will be incurred by each department in connection with the special event or temporary outdoor promotion.

(D) In determining whether to approve an application, no consideration may be given to the message of the event, the content of speech, the identity or associational relationships of the applicant, or to any assumptions or predictions as to the level or nature of emotion which may be aroused in the public by the content of speech or message conveyed by the event.

(E) Within ten working days of the filing of a completed application, the investigation shall be completed, and the city manager shall issue a special event or temporary outdoor promotion, unless denial of the special event or temporary outdoor promotion is mandated under Section 5.05.090. The city manager shall notify the applicant of his or her action pursuant to Section 5.05.100.

(F) The city manager shall impose conditions on any special event issued pursuant to this chapter to coordinate multiple uses of public property, assure preservation of public property and public places, prevent dangerous, unlawful or impermissible uses, and protect the safety of persons and property and to control vehicular and pedestrian traffic in and around the venue. The city manager shall impose conditions on the temporary outdoor promotion permit to prevent negative impacts to surrounding persons and properties and to ensure compliance with provisions of the municipal code. The conditions on a special events permit shall be reasonable time, place and manner restrictions only and shall not be imposed in a manner that will unreasonably restrict activities or conduct protected by the California or United States Constitutions. Conditions may include, but are not limited to, the following:

(1) The establishment of an alternate assembly or disbanding area for a parade, or similar event, within the predesignated event routes established by the city council pursuant to Section 5.05.130;

(2) The accommodation of a special event's pedestrian and vehicular traffic, including restricting special events to city sidewalks, portions of a city street, or other public right-of-way;

(3) Conditions designed to avoid or lessen interference with public safety functions and/or emergency service access;

(4) The event shall comply with all applicable accessibility requirements, including, but not limited to, parking, walkways, ingress, egress, restrooms, ramps, seeing and hearing devices, etc.;

(5) The number and type of vehicles, animals, or structures to be displayed or used in the special event or temporary outdoor promotion;

(6) The inspection and approval by city personnel of stages, booths, floats, structures, vehicles or equipment to be used or operated in the special event or temporary outdoor promotion to ensure that such structures or vehicles are safely constructed and can be safely operated, and conform to the requirements of all applicable codes;

(7) The provision and use of traffic cones or barricades in a manner and number established by standard conditions adopted by a separate city council resolution;

(8) The provision or operation of first aid stations or sanitary facilities, including handicap accessible sanitary facilities, in a manner and number established by standard conditions adopted by a separate city council resolution;

(9) The provision of a waste management plan, and the clean-up and restoration of the special event or temporary outdoor promotion venue, as established by standard conditions adopted by a separate city council resolution;

(10) Restrictions consistent with the city's noise ordinance on the use of sound amplification equipment, and restrictions on the amount of noise generated by motors and other equipment used in the course of the special event or temporary outdoor promotion;

(11) The manner of providing notice of the special event or temporary outdoor promotion conditions to special event or temporary outdoor promotion participants and those businesses or residents who may be directly affected by the conduct of the special event or temporary outdoor promotion;

(12) The provision or use of emergency services;

(13) The obtaining of all applicable permits and licenses, including, but not limited to, building and electrical permits, American Canyon fire protection district approval, health department, department of alcohol and beverage control, etc.;

(14) The manner by which alcohol sales and service, if any, shall be conducted at the event;

(15) No special event permit or temporary outdoor promotion permit issued under the provisions of this chapter shall be transferable or movable to another venue or another applicant.

(Ord. 2010-05 § 1, 2010.)

Cross References

Section 5.05.050(D)

5.05.090 Permit denial.

(A) The city manager shall deny an application for a special event or temporary outdoor promotion or revoke any special event or temporary outdoor promotion if the city manager finds any of the following:

(1) The application contains materially false or intentionally misleading information;

(2) The event or activity is proposed to be located, or is located, in or upon a premises, building or structure, which is hazardous to the health or safety of the employees or patrons of the premises, business, activity, or event, or the general public, under the standards established by the Uniform Building or Fire Codes, or other applicable codes, as set forth in Title 16 of this code;

(3) The event or activity is proposed to be located, or is located, in or upon a premises, building or structure, which lacks adequate on-site parking for participants attending the proposed event or activity under the applicable standards set forth in Title 19 of this code;

(4) The event or activity is in conflict with other applicable provisions of any federal, state and/or local laws;

(5) The event or activity is scheduled to occur at a location and time in conflict with another event or activity scheduled for the same day or weekend, where such conflict would adversely impact the city's ability to provide adequate city services in support of other scheduled events or scheduled government functions;

(6) The event will substantially interrupt public transportation, or other vehicular and pedestrian traffic, in the area of its location;

(7) The event will require the diversion of public safety or other city employees from their normal duties, so as to unreasonably reduce adequate levels of service or municipal functions to any other portion of the city;

(8) The concentration of persons, animals or vehicles will unreasonably interfere with the movement of police, fire, ambulance, and other public safety or emergency vehicles on the streets;

(9) The event or activity: (a) will have a substantial adverse impact on the health and safety of the general public, and/or residents and businesses within a five hundred foot radius of the event; and/or (b) will violate the city's noise ordinance;

(10) The event or activity will take place in an area of the city, or on any public right-of-way scheduled for maintenance, construction or repair prior to the submission of the application for the event and either (a) the conduct of the event would interfere with such maintenance, construction or repair; or (b) the maintenance, construction or repair would represent a threat to the health or safety of the participants in the event;

(11) The ability of persons to enter and exit residential or business properties impacted by the event will be unreasonably impaired considering factors such as the duration, size and scope of the event;

(12) The proposed use, event or activity will have a significant adverse environmental impact;

(13) The applicant has violated condition(s) of a previous special event or temporary outdoor promotion permit issued for the same or similar event or has more than one documented violation of this chapter within the prior thirty-six months. The city shall notify the applicant in writing of any such violations within sixty days of the violation.

(B) When the grounds for denial of an application are based on any of the circumstances specified in subsections (A)(1) through (A)(13) of this section, and those circumstances can be corrected by altering the date, time, duration, route, or location of the special event or temporary outdoor promotion, the city manager shall, instead of denying the application, conditionally approve the application upon the applicant's acceptance of conditions for special event or temporary outdoor promotion permit issuance. The conditions imposed shall provide only for such

modification of the applicant's proposed special event or temporary outdoor promotion as are necessary to achieve compliance with subsections (A)(1) through (A)(13) of this section.

(Ord. 2010-05 § 1, 2010.)

Cross References

Section 5.05.050(E)(3)

Section 5.05.080(E)

Section 5.05.100

Section 5.05.110

Section 5.05.150(A)(2)

5.05.100 Notice to applicant of action on application—Appeals to city council.

Within ten working days of the filing of a completed application, the city manager shall provide notice to the applicant of the action taken by telephone and by written notice via personal delivery, facsimile, if the applicant provides a fax number, or electronic mail, if the applicant provides an electronic mail address, together with a list of conditions imposed if the application has been granted or, if the application has been denied, the specific factual reason for the denial pursuant to Section 5.05.090. The city manager shall also provide notice to the city council. For special event or temporary outdoor promotion permits, the notice shall inform the applicant of his or her right to appeal to the city council the denial of the application, or any of the conditions imposed on the granting of the application, and shall state the last date on which such an appeal may be filed, which shall be the third working day after the date on which the notice was delivered personally or via facsimile to the applicant. The city council shall hear the applicant's appeal no later than fourteen days following its filing at a regular meeting, if scheduled, or a special meeting, if necessary. The applicant, by written request, may waive the time limits for the hearing on appeal to the city council, but may not waive the time within which an appeal may be filed. The notice of the city manager's decision on a spontaneous special event permit or the city council's final decision on an appeal of a special event or temporary outdoor promotion permit shall inform the applicant

of his or her right to file a petition for writ of mandate pursuant to California Code of Civil Procedure Section 1094.6 or 1094.8.

(Ord. 2010-05 § 1, 2010.)

Cross References

Section 5.05.050(C)

Section 5.05.080(E)

Section 5.05.120(C)

Section 5.05.150(D)

5.05.110 City council action upon appeal.

After a hearing and consideration of the report and decision of the city manager on a special event or temporary outdoor promotion application, and any written materials submitted by the applicant or other affected person(s), the city council shall either overturn the denial and grant the special event or temporary outdoor promotion permit, grant the special event or temporary outdoor promotion permit with conditions, or sustain the denial of the special event or temporary outdoor promotion permit upon determining that issuance would result in any one of the circumstances set forth in Section 5.05.090. The decision on appeal by the city council shall be based on written findings, and shall be final and conclusive on the matter. Upon the decision on appeal by the city council, the applicant may file a petition for writ of mandate pursuant to California Code of Civil Procedure Section 1094.6 or 1094.8.

(Ord. 2010-05 § 1, 2010.)

5.05.120 Departmental service fees.

(A) In addition to the nonrefundable permit application fee, any user fees or other fees prescribed by resolution of the city council, an applicant shall pay the city for all city department

service charges incurred in connection with, or due to, the applicant's activities under the special event or temporary outdoor promotion permit. If city property is destroyed or damaged by reason of the applicant's use, event or activity, the applicant shall reimburse the city for the actual replacement or repair cost of the destroyed or damaged property.

(B) Departmental service fees will be established by a separate city council resolution, and will reflect the city's full cost of providing personnel on an hourly basis at rates established in accordance with city personnel rules and regulations and conditions contained within memoranda of understanding between the city and employee labor organizations.

(C) At least two days prior to a special event or temporary outdoor promotion permitted under this chapter, the applicant shall pay to the city a deposit in an amount sufficient to cover the total estimated city departmental service charges identified pursuant to this section that will be incurred by the city in connection with the special event or temporary outdoor promotion. The deposit shall be paid in cash or other adequate security, as determined by the city manager. An applicant may appeal pursuant to Section 5.05.100 the amount of the deposit determined under this section.

(D) City departments shall submit the final invoices and billings for departmental service charges to the applicant no later than twenty working days after the expiration date of the special event or temporary outdoor promotion permit. If the deposit is less than the final charges, the applicant shall pay the difference to the city within ten working days of being invoiced for such charges from the city. If the deposit is more than such final charges, the city shall refund the difference to the applicant within the sixty days after the event.

(E) Any indigent natural person who cannot apply for a special event permit because of an inability to pay the required departmental service charges due to such indigence shall not be required to pay the departmental service charges set forth in this section. Application for indigent status shall be made at the time of submission of the special event application and shall be accompanied by such relevant information and documentation as may, in the opinion of the city manager, be reasonably necessary to verify such status.

(Ord. 2010-05 § 1, 2010.)

5.05.130 Event routes.

(A) The city council may, by separate resolution, establish predesignated special event routes within the city for those events requiring either full or partial street closures.

(B) Any special event requiring full or partial street closures shall not be conducted on streets classified by the city as arterial streets between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 7:00 p.m. Monday through Friday, excluding holidays.

(Ord. 2010-05 § 1, 2010.)

Cross References

Section 5.05.080(F)(1)

5.05.140 Insurance and indemnity requirements.

(A) For all special events subject to the requirements of this chapter, the city manager shall require as a condition of the issuance of a permit that the applicant shall obtain, furnish proof of, and maintain, a policy of insurance issued by an insurance company authorized to do business in the state of California. The insurance policy shall be endorsed to name the city of American Canyon and its elected and appointed boards, officers, agents, and employees as an additional insured, and shall provide that any other insurance maintained by the city of American Canyon shall be in excess of, and not contributing to, the insurance coverage provided to the city of American Canyon under the applicant's policy. The minimum limits of liability shall conform to a schedule which shall be adopted by a separate resolution of the city council; provided, however, that in no case shall the minimum limits of liability be lower than one million dollars, combined single limits, per occurrence and in the aggregate.

(B) The applicant of special events shall also be required to sign an indemnity agreement in a form approved by the city attorney, which shall expressly provide that the applicant agrees to defend, protect, indemnify and hold the city, its officers, employees and agents free and harmless from and against any and all claims, damages, expenses, loss or liability of any kind or nature whatsoever arising out of, or resulting from, the alleged acts or omissions of applicant, its officers, agents or employees, in connection with the permitted event or activity; and the special event or temporary outdoor promotion permit shall expressly provide that the applicant shall, at applicant's

own cost, risk and expense, defend any and all claims of legal action that may be commenced or filed against the city, its officers, agents or employees, and that the applicant shall pay any settlement entered into and shall satisfy any judgment that may be rendered against the city, its officers, agents or employees as a result of the alleged acts or omissions of applicant or applicant's officers, agents or employees in connection with the uses, events or activities under the special event or temporary outdoor promotion permit. If an applicant provides proof that the insurance obligations, pursuant to subsection A of this section, provide contractual liability providing coverage for any obligations contemplated by the indemnity provisions herein, the city agrees not to enforce the indemnity agreement against the applicant.

(C) Any indigent natural person who cannot apply for a special event permit because of an inability to pay for the required insurance due to such indigence shall not be required to provide the insurance obligations set forth in subsection A, or to sign an indemnity agreement required by subsection B. Application for indigent status shall be made at the time of submission of the special event permit application and shall be accompanied by such relevant information and documentation as may, in the opinion of the city manager, be reasonably necessary to verify such status.

(Ord. 2010-05 § 1, 2010.)

5.05.150 Revocation or suspension of permit.

(A) A special event or temporary outdoor promotion permit issued under this chapter shall be revoked or suspended by the city manager or chief of police services if he or she finds that one or more of the following conditions exist and have not been corrected by the applicant after timely notice of the condition's existence has been given:

(1) The special event or temporary outdoor promotion is being used to conduct an activity different from that for which it was specifically issued;

(2) That one or more of the conditions listed in Section 5.05.090 exists;

(3) That the activity is being conducted in a manner which violates one or more of the conditions imposed upon the issuance of the special event or temporary outdoor promotion permit or fails to conform to the plans and procedures described in the application;

(4) The applicant violates or attempts to violate any federal, state or local laws and regulations;

(5) The special event or temporary outdoor promotion is being conducted in a fraudulent or disorderly manner, or in a manner which endangers the public health or safety.

(B) Such revocation or suspension shall become effective immediately upon order of the city manager or chief of police services and shall remain in effect until the applicant has corrected the violation or until the special event or temporary outdoor promotion permit has expired by limitation.

(C) In the event a special event or temporary outdoor promotion permit is revoked or suspended pursuant to the provisions of this section, another special event or temporary outdoor promotion permit shall not be granted to the applicant within twelve months after the date of such revocation or suspension.

(D) The city manager or chief of police services' determination to revoke or suspend a special event or temporary outdoor promotion permit shall be based upon written findings, and shall be subject to appeal to the city council as set forth in Section 5.05.100. The city council's determination shall be final and conclusive in the matter, and subject to appeal under California Code of Civil Procedure Section 1094.6 or 1994.8.

(Ord. 2010-05 § 1, 2010.)

5.05.160 Interference prohibited.

It is unlawful for any person to obstruct, impede or interfere with any authorized person, vehicle or animal participating in a special event or temporary outdoor promotion for which a permit has been issued.

(Ord. 2010-05 § 1, 2010.)

5.05.170 Penalty for violation.

(A) A violation of this chapter shall be considered a misdemeanor. However, at the discretion of the city attorney, the violation of any provisions of this chapter may be filed as an infraction. The complaint charging such violation shall specify whether the violation is a misdemeanor or an infraction.

(B) Unless expressly exempt, the holding or conducting of any special event or temporary outdoor promotion subject to the provisions of this chapter without a valid special event or temporary outdoor promotion permit issued pursuant to the provisions of this chapter is hereby declared a public nuisance.

(Ord. 2010-05 § 1, 2010.)

5.05.180 Severability.

If any provision or clause of this chapter, or the application thereof to any person or circumstance, is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other chapter provisions, clauses, or application thereof, and to this end, the provisions and clauses of this chapter are declared to be severable.

(Ord. 2010-05 § 1, 2010.)

Chapter 5.06 ADULT-ENTERTAINMENT BUSINESSES, ADULT PERFORMERS AND FIGURE MODELS

5.06.010 Legislative purpose.

It is the purpose of this chapter to regulate adult-entertainment businesses in order to promote the health, safety, morals and general welfare of the citizens of the city. The provisions of this chapter have neither the purpose nor effect of imposing a limitation or restriction on the content of any

communicative materials or communicative conduct, including adult-entertainment business products and adult entertainment communicative conduct. Similarly, it is not the intent or effect of this chapter to restrict or deny access by adults to adult entertainment business products or adult entertainment communicative conduct protected by the First Amendment, or to deny access by the distributors and exhibitors of adult entertainment business products or adult entertainment communicative conduct to their intended market or audience. It is neither the intent nor effect of this chapter to condone or legitimize the distribution of obscene material.

(Ord. 2009-07 § 4, 2009.)

5.06.020 Definitions.

For the purpose of this chapter, the following words and phrases are defined as follows:

"Adult-entertainment business" means any of the following:

1. "Adult arcade" means an establishment where, for any form of consideration, one or more still or motion picture machines, projectors or other image producing devices are maintained to show images to five or fewer persons per machine at any time, and where a substantial portion of the images so displayed are distinguished or characterized by an emphasis on matters depicting or describing specified sexual activities.

2. "Adult bookstore, adult novelty store or adult video store" means a commercial establishment that, as one of its principal business purposes, offers for sale or rental for any form of consideration any one or more of the following:

a. Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes or video reproductions, compact discs (CDs), slides or other visual representations that are distinguished or characterized by an emphasis on matters depicting, describing or relating to specified sexual activities or specified anatomical areas; or

b. Instruments, devices or paraphernalia that are designed for use in connection with specified sexual activities.

The items described in subsections (a) and (b) shall be referred to collectively as "adult products."

A commercial establishment may have other principal business purposes that do not involve the offering for sale or rental of products depicting, describing or relating to specified sexual activities or specified anatomical areas and still be categorized as adult bookstore, adult novelty store or adult video store so long as one of its principal business purposes is the offering for sale or rental for consideration of the specified products that are distinguished or characterized by an emphasis on matters depicting, describing or relating to specified sexual activities or specified anatomical areas.

3. "Adult cabaret" means a nightclub, restaurant, or similar business establishment that: (a) regularly features live performances that are distinguished or characterized by an emphasis upon the display of specified anatomical areas or specified sexual activities; and/or (b) regularly features persons who appear in a state of nudity.

4. "Adult hotel/motel" means a hotel or motel or similar business establishment offering public accommodations for any form of consideration that, (a) provides patrons with closed-circuit television transmissions, films, computer generated images, motion pictures, video cassettes, slides, compact discs (CDs) or other photographic reproductions a substantial portion of which are distinguished or characterized by an emphasis upon the depiction or description of specified sexual activities or specified anatomical areas; and (b) rents, leases, or lets any room for less than a six-hour period, or rents, leases, or lets any single room more than twice in a twenty-four hour period.

5. "Adult motion picture theater" means a building or portion thereof or area, open or enclosed, used for the presentation of motion pictures or other images in which a substantial portion of the total presentation time is devoted to the presentation of motion pictures distinguished or characterized by their emphasis on matters depicting, describing or relating to specified sexual activities, for observation by patrons or customers.

6. "Adult theater" means a theater, concert hall, auditorium or similar establishment that, for any form of consideration, regularly features live performances that are distinguished or characterized by an emphasis on the display of specified anatomical areas or specified sexual activities.

7. "Modeling studio" means a business that provides, for pecuniary compensation, monetary or other consideration, hire or reward, figure models who display specified anatomical areas to be observed, drawn, sketched, photographed, painted, sculpted or otherwise depicted by persons paying such consideration. Modeling studio does not include schools maintained pursuant to standards set by the state Board of Education. Modeling studio further does not include a studio or similar facility owned, operated or maintained by an individual artist or group of artists, that does not provide, permit or make available specified sexual activities.

"Adult-entertainment business operator" (hereinafter "operator") means a person who supervises, inspects, directs, organizes, controls or in any other way is responsible for or in charge of the activities at an adult-entertainment business.

"Adult performer" means a person who engages in or participates in any live performance displaying specified anatomical areas or depicting or involving specified sexual activities in an adult-entertainment business.

"Bar" means any commercial establishment licensed by the state Department of Alcoholic Beverage Control to serve any alcoholic beverages for consumption on the premises.

"Chief of police" means the chief of police of the city of American Canyon or authorized representative.

"City manager" means the city manager of the city of American Canyon or authorized representative.

"Couch dancing" or "straddle dancing" means an employee or independent contractor of the adult-oriented business intentionally touching any patron or coming within six feet of any patron while engaged in the display or exposure of any specified anatomical area, or while simulating any specified sexual activity.

"Distinguished or characterized by an emphasis upon" means and refers to the dominant or essential theme of the object described by such phrase. For instance, when the phrase refers to films "that are distinguished or characterized by an emphasis upon" the depiction or description of specified sexual activities or specified anatomical areas, the films so described are those whose dominant or predominant character and theme are the depiction of the enumerated sexual activities or anatomical areas. See Pringle v. City of Covina. 115 Cal. App. 3. 151 (1981).

"Figure model" means any person who, for pecuniary compensation, consideration, hire or reward, displays specified anatomical areas in a modeling studio to be observed, sketched, painted, drawn, sculptured, photographed or otherwise depicted.

"Nudity" or "in a state of nudity" means the showing of the human male or female genitals, pubic area, anus or buttocks with less than a fully opaque covering, the showing of the female breast with less than a fully opaque covering below a horizontal line across the top of the areola at the areola's highest point, or the showing of the covered male genitals in a discernible turgid state.

"Operate an adult-entertainment business" means the supervising, inspecting, directing, organizing, controlling or in any other way being responsible for or in charge of activities at an adult-entertainment business.

"Permittee" means the person to whom an adult-entertainment business permit is issued.

"Person" means any individual, partnership, firm, association, joint stock company, corporation, limited liability company or combination of individuals of whatever form or character.

"Regularly features" with respect to an adult theater or adult cabaret means a regular and substantial course of conduct. The fact that live performances that are distinguished or characterized by an emphasis upon the display of specified anatomical areas or specified sexual activities occur on two or more occasions within a thirty-day period; three or more occasions within a sixty-day period; or four or more occasions within one hundred and eighty-day period, shall to the extent permitted by law be deemed to be a regular and substantial course of conduct.

"Specified anatomical areas" shall include:

(1) **Less than completely and opaquely covered: (a) human genitals or pubic region, including anus; (b) buttocks; and (c) female breast below a point immediately above the top of the areola; and**

(2) **Human male genitals in a discernibly turgid state, even if completely and opaquely covered.**

"Specified sexual activities" shall include the following:

1. Actual or simulated intercourse, oral copulation, anal intercourse, oral anal copulation, bestiality, direct physical stimulation of genitals, flagellation or torture in the context of a sexual relationship, or the use of excretory functions in the context of a sexual relationship, and any of

the following depicted sexually oriented acts or conduct: analingus, buggery, coprophagy, coprophilia, cunnilingus, fellatio, necrophilia, pederasty, pedophilia, piquerism, sapphism, zooerasty; or

2. Clearly depicted human genitals in a state of sexual stimulation, arousal or tumescence; or

3. Use of human or animal masturbation, sodomy, oral copulation, coitus, ejaculation; or

4. Fondling or touching of nude human genitals, pubic region, buttocks, anus or female breasts; or

5. Masochism, erotic or sexually oriented torture, beating or the infliction of pain; or

6. Erotic or lewd touching, fondling or other contact with an animal by a human being; or

7. Human excretion, urination, menstruation, vaginal or anal irrigation.

(Ord. 2009-07 § 4, 2009.)

5.06.021 Couch dancing/straddle dancing and other sexual and related activities prohibited.

For purposes of this section, couch dancing or straddle dancing shall be defined as an employee or independent contractor of the adult-oriented business intentionally touching any patron or coming within six feet of any patron while engaged in the display or exposure of any specified anatomical area, or while simulating any specified sexual activity.

(A) No person shall operate or cause to be operated an adult-oriented business, regardless of whether or not a permit has been issued under this code, knowingly, or with reason to know, permitting, suffering or allowing any employee or independent contractor:

(1) To engage in a couch dance or straddle dance with a patron at the business;

(2) To contract or otherwise agree with a patron to engage in a couch dance or straddle dance with a person at the business;

(3) To intentionally touch any patron at an adult-oriented business while engaged in the display or exposure of any specified anatomical area or engaged in or simulating a specified sexual activity;

(4) To voluntarily be within six feet of any patron while engaged in the display or exposure of any specified anatomical area or engaged in or simulating a specified sexual activity.

(B) No employee or independent contractor of an adult-oriented business, regardless of whether or not a permit has been issued for said business under this chapter, shall:

(1) Engage in a couch dance or straddle dance with a patron at the business;

(2) Contract or otherwise agree to engage in a couch dance or straddle dance with a patron at the business;

(3) Engage in the display or exposure of any specified anatomical area or engage in or simulate a specified sexual activity while intentionally touching a patron at the adult-oriented business;

(4) Engage in the display or exposure of any specified anatomical area or engage in or simulate a specified sexual activity closer than six feet from any patron;

(5) Engage in a performance, solicit a performance, make a sale, solicit a sale, provide a service, or solicit a service between the hours of eleven p.m. and ten a.m.

(C) No person at any adult-oriented business, regardless of whether or not said business is permitted under this code, shall intentionally touch an employee or independent contractor who is displaying or exposing any specified anatomical area or engaging in or simulating a specified sexual activity at the adult-oriented business.

(D) No person at any adult-oriented business, regardless of whether or not said business is permitted under this code, shall engage in a couch dance or straddle dance with an employee or independent contractor at the business who is displaying or exposing any specified anatomical area or engaging in or simulating a specified sexual activity.

(E) No person at any adult-oriented business, regardless of whether or not a permit has been issued for said business under this chapter, shall violate any provision of this code.

(F) No waiter(s) or waitress(es) at an adult-oriented business, regardless of whether or not a permit has been issued for said business under this chapter, shall appear on the premises in the nude, seminude, or display or expose specified anatomical areas.

(Ord. 2009-07 § 4, 2009.)

5.06.022 Establishment of an adult-oriented business.

The establishment of an adult-oriented business shall include any of the following:

(A) The opening or commencement of operation of any such business as a new business;

(B) The conversion of any existing business, (whether or not an adult-oriented business), to any adult-oriented business;

(C) The addition of any adult-oriented business to any existing adult-oriented businesses if the addition results in enlargement of the place of business. For the purposes of this paragraph, enlargement shall mean an increase in the size of the building within which the business is conducted by either construction or use of an adjacent building or any portion thereof, whether located on the same or an adjacent lot or parcel of land.

(Ord. 2009-07 § 4, 2009.)

5.06.030 Permit required for operation of an adult-entertainment business providing live performances displaying specified anatomical areas or depicting or involving specified sexual activities.

It is unlawful for any person to engage in, conduct or carry on, or to permit to be engaged in, conducted or carried on, in or upon any premises the operation of an adult-entertainment business that provides live performances displaying specified anatomical areas or depicting or involving

specified sexual activities unless the person first obtains and continues to maintain in full force and effect a permit (hereinafter "adult-entertainment business permit") from the city of American Canyon as required herein.

(Ord. 2009-07 § 4, 2009.)

Cross References

Section 5.06.040(A)

Section 5.06.040(E)

Section 5.06.160(C)

Section 5.06.230

Section 5.06.320(A)

Section 5.06.320(C)

5.06.040 Application for permit for an adult-entertainment business involving live performances.

(A) Any person desiring to obtain an adult-entertainment business permit to operate an adult-entertainment business for which a permit is required pursuant to Section 5.06.030 shall apply to the chief of police on a form provided by the police department. Before submitting the application a nonrefundable fee as established by resolution of the city council shall be paid to the department of finance to defray, in part, the cost of the investigation and report required by this chapter. The department of finance shall issue a receipt to the applicant showing that such permit application fee has been paid. The applicant shall provide the receipt or a copy thereof to the chief of police at the time of applying for a permit under this section.

(B) The application to the chief of police shall set forth the following information:

(1) The full and true name and any other names of each person with an ownership interest in the adult-entertainment business and of each person who will operate the adult-entertainment

business;

(2) The present address and telephone number and driver's license number, if any, of the applicant and any operator;

(3) The two previous addresses immediately prior to the present address of the applicant and any operator;

(4) Written proof that the applicant and any operator is at least eighteen years of age;

(5) The height, weight, color of eyes and hair of the applicant and any operator;

(6) Five color portrait photographs at least two inches by two inches of the applicant and any operator;

(7) The business license or tax certificate history of the applicant and any operator, including whether the person while previously operating in this or another city, county or state under license, has had a license revoked or suspended, the reason(s) therefor, and the person's business activity or occupation subsequent to the suspension or revocation;

(8) All criminal convictions of any person with an ownership interest and any operator of offenses specified in Section 5.06.100 within five years of the date of application;

(9) The name and address of the lessor of the real property on which the business is to be conducted, and a copy of the lease agreement or other documentation to establish that the owner and/or landlord of the premises consents to the establishment of an adult-entertainment business on the premises;

(10) Detailed plans of the site and building as they will be operated; and

(11) Such other identification and information necessary to discover the truth of the matters specified in this section as required to be set forth in the application.

(C) If the applicant is a corporation, the name of the corporation shall be set forth exactly as shown on its articles of incorporation, together with the names and residence addresses of each of the officers, directors and each stockholder holding more than ten percent of the stock of the corporation. If the applicant is a partnership, the application shall set forth the name and the

residence address of each of the partners, including limited partners. If one or more of the partners is a corporation, the provisions of this section pertaining to a corporate applicant apply.

(D) The chief of police shall take fingerprints and additional photographs of the applicant and any operator, and shall confirm the height and weight of the applicant and any operator.

(E) The application for a permit does not authorize conducting an adult-entertainment business until a permit has been granted. The issuance of a business operations tax certificate pursuant to Chapter 3.08 of this code shall not authorize conducting an adult-entertainment business until the necessary adult-entertainment business permit required by Section 5.06.030 has been lawfully granted.

(Ord. 2009-07 § 4, 2009.)

Cross References

Section 5.06.050

5.06.050 Corporate applicants—Exemption.

The provisions of Section 5.06.040(B)(4), (5) and (7) and (D) shall not apply to require any corporate applicant to provide such information as to the corporation; provided, however, that such information shall be provided for any operator.

(Ord. 2009-07 § 4, 2009.)

5.06.060 Adult performer permits and figure model permits.

(A) No person shall engage in or participate in any live performance depicting or displaying specified anatomical areas or involving specified sexual activities in an adult-entertainment business unless the person first obtains and continues in full force and effect an adult-entertainment business performer permit (hereinafter "adult performer permit") and complies with all requirements of this chapter and other applicable laws.

(B) No person shall act as a figure model in a modeling studio unless the person first obtains and continues in full force and effect a figure model permit (hereinafter "figure model permit") and complies with all requirements of this chapter and other applicable laws.

(C) The issuance of a business operations tax certificate pursuant to Chapter 3.08 of this code shall not authorize any person to perform any act for which an adult performer permit or figure model permit is required until the necessary permit has been lawfully approved.

(Ord. 2009-07 § 4, 2009.)

Cross References

Section 5.06.230

5.06.070 Application for adult performer permit or figure model permit.

(A) An application for an adult performer permit or figure model permit shall be made to the chief of police on a form provided by the city clerk. Prior to submitting an application a nonrefundable fee as established by resolution of the city council shall be paid to the department of finance to defray, in part, the cost of investigation and report required by this chapter. The department of finance shall issue a receipt to the applicant showing that a permit application fee has been paid. The applicant shall provide the receipt or a copy thereof to the chief of police at the time of applying for a permit under this section.

(B) The application to the chief of police shall set forth the following information:

(1) Name, residence address and telephone number of the applicant, and two previous addresses immediately prior to the present address;

(2) Driver's license number, if any, of the applicant;

(3) Applicant's height, weight, color of eyes and hair;

(4) Five color portrait photographs of the applicant at least two inches by two inches;

(5) Written evidence that the applicant is at least eighteen years of age;

(6) The name and address of the adult-entertainment business(es) where the applicant is to be employed or is to perform, if known, and the name of the owner(s) of the business(es);

(7) The names and address of any adult-entertainment businesses where the applicant previously engaged in or participated in live performances displaying specified anatomical areas or depicting or involving specified sexual activities or acted as a figure model;

(8) Whether the applicant has been convicted of any offense specified in Section 5.06.100 within five years of the date of application; and

(9) The adult performer or figure model permit or license history of the applicant; whether applicant has had a license revoked or suspended, the reason therefor and the applicant's business activity or occupation subsequent to the suspension or revocation.

(C) The chief of police shall take fingerprints and a photograph of the applicant and shall confirm the information submitted.

(Ord. 2009-07 § 4, 2009.)

5.06.080 Verification of application.

Every application for a permit under this chapter shall be verified as provided in Section 128.7 of the California Code of Civil Procedure for the verification of pleadings.

(Ord. 2009-07 § 4, 2009.)

5.06.090 Investigation and recommendations—Temporary permit.

(A) Upon receiving an application for an adult-entertainment business permit, the chief of police shall:

(1) Stamp the application as received on the date of receipt, and determine whether the application is complete. If the chief of police determines that the application is incomplete or has

been completed improperly, the chief of police shall promptly notify the applicant of that fact and, on request of the applicant, grant the applicant an extension of time of ten days or less to complete the application properly. The time period for granting or denying a permit shall be stayed during the period in which the applicant is granted an extension of time;

(2) Within ten days of the date of filing of a complete application, refer the application to the building inspections division, the planning division and the fire department; and

(3) Within a reasonable period, not exceeding forty-five days after the filing of a complete application, investigate the application and recommend approval or denial to the city manager. A failure to make a recommendation within the specified time period shall not be considered a recommendation for approval or denial.

(B) Within ten days of the date of filing of a complete application, and if the chief of police determines that: (1) on the face of the application, there is no basis for denial of the permit under Section 5.06.100 due to prior criminal convictions, based solely upon the information provided by the applicant in the application; and (2) the location of the proposed adult-entertainment business conforms with all requirements of the Title 17, the city manager shall issue a temporary permit authorizing operation of the adult-entertainment business while the chief of police investigates the application and the city manager determines whether to issue or deny a regular permit.

(C) The building inspections division, the planning division and the fire department shall inspect the premises and make separate recommendations to the city manager, within thirty days after the filing of the completed application.

(Ord. 2009-07 § 4, 2009.)

5.06.100 Issuance of permit for an adult-entertainment business.

(A) The city manager shall act on the application for an adult-entertainment business permit within sixty days after the date of filing of a completed application, and shall issue a regular permit if all requirements for an adult-entertainment business described in this chapter are met, unless the city manager finds:

(1) That the operation as proposed by the applicant, if permitted, will not comply with all applicable laws, including, but not limited to, the Title 17 of this code and the locational requirements set forth therein, and the building, health, housing and fire codes of the city of American Canyon;

(2) That the applicant or any operator has been convicted of any of the following offenses or convicted of an offense without the state of California that would have constituted any of the following offenses if committed within the state of California: Sections 243.4, 261, 266a, 266b, 266d, 266e, 266f, 266g, 266h, 266i, 266j, 267, 288, 314.1, 314.2, 315, 316, 318, 653.22 or subdivisions (a), (b) and (d) of Section 647 of the California Penal Code; any offense requiring registration under provisions of either Section 290 of the California Penal Code or Section 11590 of the California Health and Safety Code; or any felony offense involving the possession, possession for sale, sale, transportation, furnishing, giving away, of a controlled substance specified in Section 11054, 11055, 11056, 11057 or 11058 of the California Health and Safety Code, or as those sections may thereafter be amended or renumbered; provided, however, that the city manager shall issue a permit to any person convicted of any of the crimes described above if: (a) the person is otherwise qualified for a permit; and (b) the longer of the following time periods has passed:

(i) Five years from date of the conviction, or

(ii) Five years from release from confinement, or

(iii) Five years from formal release from probation period, or

(iv) Five years from formal release from parole;

(3) That the applicant has knowingly made a material misrepresentation in the application;

(4) That the applicant or any operator has had a permit for an adult-entertainment business or adult-related establishment denied or revoked for cause by this city or any other city or county within the last five years;

(5) That the applicant or operator is not at least eighteen years of age;

(6) That the applicant has not paid the required fee to the department of finance.

(B) Notice of Decision. Not later than five days after the date of the decision of the city manager, notice of the decision shall be sent to the applicant postage prepaid at the address shown in the application and shall state whether the decision of the city manager was to grant or deny the permit.

(C) Upon issuance of a temporary permit or a regular permit, or if the city manager neither grants nor denies the regular permit within sixty days after the date a complete application is filed, the applicant may begin operating the adult-entertainment business for which the permit was sought, subject to strict compliance with the locational requirements of Chapter 5.06.255 of this code and the development and operational standards and requirements set forth in this chapter. Notwithstanding that applicant begins operating the adult-entertainment business under this section prior to the city manager's decision, the city manager may subsequently deny the application for a permit. In the event of a denial, the applicant shall cease operating the adult-entertainment business within ten days unless the applicant timely appeals the decision denying the permit pursuant to Section 5.06.120. If a timely notice of appeal is filed, the applicant may continue operating the adult-entertainment business while the appeal is pending.

(Ord. 2009-07 § 4, 2009.)

Cross References

Section 5.06.040(B)(8)

Section 5.06.070(B)(8)

Section 5.06.090(B)

5.06.110 Issuance of adult performer permit or figure model permit.

(A) The chief of police shall act on the adult performer permit or figure model application within sixty days after the filing of a complete application. Pending the decision on the application, the applicant who has filed a complete application shall be entitled to perform as an adult performer or figure model, and the chief of police shall issue a temporary permit for this purpose; provided that no temporary permit shall be issued to a person who has applied for, and had denied within the past one year, an adult performer permit or figure model permit.

(B) The chief of police shall issue the permit if all requirements for the permit are met, unless the chief of police finds:

(1) That the applicant has been convicted of any of the following offenses or convicted of an offense without the state of California that would have constituted any of the following offenses if committed within the state of California: Sections 243.4, 261, 266a, 266b, 266d, 266e, 266f, 266g, 266h, 266i, 266j, 267, 288, 314.1, 314.2, 315, 316, 318, 653.22 or subdivisions (a), (b) or (d) of Section 647 of the California Penal Code; any offense requiring registration under provisions of either Section 290 of the California Penal Code or Section 11590 of the California Health and Safety Code; or any felony offense involving the possession, possession for sale, sale, transportation, furnishing, giving away, of a controlled substance specified in Section 11054, 11055, 11056, 11057 or 11058 of the California Health and Safety Code, or as those sections may hereafter be amended or renumbered; provided, however, that the chief of police shall issue a permit to any person convicted of any of the crimes described above if: (a) the person is otherwise qualified for a permit; and (b) the longer of the following time periods has passed:

(i) Five years from date of the conviction, or

(ii) Five years from release from confinement, or

(iii) Five years from formal release from probation period, or

(iv) Five years from formal release from parole;

(2) That the applicant has knowingly made a material misrepresentation in the application;

(3) That the applicant has had an adult performer permit or figure model permit denied or revoked for cause by this city or any other city or county within the last five years;

(4) That the applicant is not at least eighteen years of age;

(5) That the applicant has not paid the required fee to the department of finance.

(B) Notice of Decision. The decision shall be in writing and mailed to the applicant postage prepaid, within five days after the chief of police's decision. If the permit is denied, the applicant shall cease activities as an adult performer or figure model within ten days unless the applicant timely appeals the decision denying the permit pursuant to Section 5.06.120. If a timely notice of

appeal is filed, the applicant may continue acting as an adult performer or figure model while the appeal is pending.

(Ord. 2009-07 § 4, 2009.)

Cross References

Section 5.06.160(D)

Section 5.06.250(C)

5.06.120 Administrative appeals—Issuance or denial of permit.

(A) Adult-entertainment Business Permits. Any applicant aggrieved by the decision of the city manager relating to the issuance or denial of a permit for an adult-entertainment business may, within ten days after the date of mailing of the decision to the applicant, appeal the decision to the city council by filing a written notice of appeal with the city clerk. Pending a decision on the appeal, and if a temporary permit has been issued, the appellant may continue to operate the adult-entertainment business. If an appeal is not filed within ten days, the decision of the city manager shall be final.

(B) Adult Performer Permits or Figure Model Permits. Any applicant aggrieved by the decision of the chief of police relating to the issuance or denial of any adult performer permit or figure model permit may, within ten days after the date of mailing of the decision to the applicant, appeal the decision to the city council by filing a written notice of appeal with the city clerk. Pending a decision on the appeal, the appellant may continue to perform as an adult performer or figure model pursuant to the temporary permit. If an appeal is not filed within ten days, the decision of the chief of police shall be final.

(C) Hearing on Appeal. An appeal pursuant to subsection (A) or (B) shall be set for hearing by the council at a date not later than thirty days after the filing of the notice of appeal. The notice of hearing shall be mailed to the applicant at least ten days prior to the date set for the hearing. The council may continue its hearing on the appeal from time to time; provided, however, that the decision on the appeal shall issue no later than thirty days after the original date set for hearing. The council shall hear all relevant evidence from competent persons relating to the granting or denial of the permit. It may return the matter to the city manager or chief of police for further

information or further investigation. The council may affirm, reject or modify the decision of the city manager or chief of police.

(D) Appointment of Hearing Examiner. The city council may employ the procedure specified in this code for the appointment of a hearing officer to hear and decide the appeal.

(Ord. 2009-07 § 4, 2009.)

Cross References

Section 5.06.100(C)

Section 5.06.110(B)

5.06.130 Term and renewal of adult-entertainment business permits.

(A) An adult-entertainment business permit shall expire one year from the date of issuance of the permit, unless sooner suspended or revoked.

(B) A permit that has not been suspended or revoked may be renewed for the period specified in subsection (A) of this section on written application to the chief of police. Applications for renewal shall be acted on as provided in this chapter for permit applications. Before submitting the renewal application a nonrefundable renewal fee as established by resolution of the city council shall be paid to the department of finance to defray, in part, the cost of reviewing the renewal application. The application shall be filed at least thirty days but not more than sixty days prior to the expiration date of the current valid permit. When a timely and complete application for renewal is filed, the expiration of the permit shall be stayed until a decision on the renewal application is issued. When the application for renewal is filed less than thirty days before the expiration date, the expiration of the permit shall not be stayed.

(C) An adult-entertainment business lawfully operating as a conforming use pursuant to an adult-entertainment business permit is not rendered a nonconforming use by the location, subsequent to the grant or renewal of the adult-entertainment business permit, of a use or a zone

not consistent with the locational requirements set forth in Chapter 5.06.255 of this code, and a renewal application shall not be denied on that ground.

(Ord. 2009-07 § 4, 2009.)

5.06.140 Term and renewal of adult performer permits and figure model permits.

(A) An adult performer permit or figure model permit shall expire one year from the date of issuance of the permit, unless sooner suspended or revoked.

(B) A permit that has not been suspended or revoked may be renewed for the period specified in subsection (A) of this section on written application to the chief of police. Applications for renewal shall be acted on as provided in this chapter for permit applications. Before submitting the renewal application a nonrefundable renewal fee as established by resolution of the city council shall be paid to the department of finance to defray, in part, the cost of reviewing the renewal application. The application shall be filed at least ten days but not more than sixty days prior to the expiration date of the current valid permit. When a timely and complete application for renewal is filed, the expiration of the permit shall be stayed until a decision on the renewal application is issued. When the application for renewal is filed less than ten days before the expiration date, the expiration of the permit shall not be stayed.

(Ord. 2009-07 § 4, 2009.)

5.06.150 Name and place of business—Change of location.

No person granted a permit for an adult-entertainment business shall operate the adult-entertainment business under any name or at any location not specified in the permit.

(Ord. 2009-07 § 4, 2009.)

5.06.160 Suspension or revocation of adult-entertainment business permits, adult performer permits, and figure model permits.

(A) An adult-entertainment business permit may be suspended or revoked by the city manager in accordance with the procedures and standards of this section. An adult performer permit or figure model permit may be suspended or revoked by the chief of police in accordance with the procedures and standards of this section.

(B) The city manager or chief of police shall hold a hearing prior to the suspension or revocation of a permit. On determining that grounds for permit suspension or revocation exist, the city manager or chief of police shall furnish written notice of the proposed suspension or revocation to the permittee. The notice shall set forth the time and place of a public hearing to be held prior to the suspension or revocation, the ground or grounds upon which the proposed suspension or revocation is based, the pertinent code sections, and a brief statement of the factual matters in support thereof. The notice shall be mailed, postage prepaid, addressed to the last known address of the permittee, or shall be delivered to the permittee personally, at least ten days prior to the hearing.

(C) Adult-Entertainment Business Permit. An adult-entertainment business permit required pursuant to Section 5.06.030 may be suspended or revoked or be subjected to other appropriate disciplinary action, if any of the following causes arises from the acts or omissions of the permittee, or an operator of the adult-entertainment business:

(1) The building, structure, equipment or location used by the adult-entertainment business fails to comply with all applicable building, fire, electrical, plumbing, health and zoning requirements of the city of American Canyon all applicable state and federal requirements of a similar nature that are customarily enforced by the city, and all provisions of these regulations and this code relating to adult-entertainment businesses, including the adult-entertainment business development and operational standards;

(2) The permittee has knowingly made any false, misleading or fraudulent statement of material facts in the application for a permit, or in any report or record required to be filed with the city;

(3) The permittee or operator of an adult-entertainment business has knowingly allowed or permitted, or has failed to make a reasonable effort to prevent the occurrence of any of the following on the premises of the adult-entertainment business:

(a) Any act of unlawful sexual intercourse, sodomy, oral copulation or masturbation,

(b) Use of the establishment as a place where unlawful solicitations for sexual intercourse, sodomy, oral copulation or masturbation occur,

(c) Any conduct constituting a criminal offense that requires registration under Section 290 of the California Penal Code,

(d) The occurrence of acts of lewdness, assignation, or prostitution, including any conduct constituting violations of Sections 315, 316 or 318, or subdivision (b) of Section 647 of the California Penal Code,

(e) Any act constituting a violation of provisions in the California Penal Code relating to obscene matter or distribution of harmful matter to minors, including but not limited to Sections 311 through 313.4;

(4) Failure to abide by any disciplinary action previously imposed;

(5) Failure to comply with any of the requirements for operation of adult-entertainment businesses set forth in this chapter.

(D) Adult Performer and Figure Model Permits. The chief of police may suspend or revoke an adult performer permit or figure model permit for conviction of any of the crimes specified in Section 5.06.110 or for engaging in one of the activities described in Section 5.06.160(C)(3) while on the premises of an adult-entertainment business.

(E) After holding the hearing in accordance with the provisions of this section, if the city manager or chief of police finds and determines that there are grounds for disciplinary action, based upon the severity of the violation, the city manager or chief of police shall impose one of the following:

(1) A warning;

(2) Conditions upon the permit;

(3) Suspension of the permit for a specified period not to exceed six months;

(4) Revocation of the permit.

(Ord. 2009-07 § 4, 2009.)

5.06.170 Administrative appeals—Suspension or revocation of permit.

(A) Adult-Entertainment Business Permits. Any permittee aggrieved by the decision of the city manager relating to the suspension or revocation of an adult-entertainment business permit, or other discipline imposed, may within ten days after the date of mailing of the decision to the permittee, appeal to the city council by filing a written notice of appeal with the city clerk. If an appeal is not filed within ten days, the decision of the city manager shall be final. If a timely notice of appeal is filed, the decision of the city manager shall be stayed until the decision on appeal is issued. No fee shall be charged for an appeal.

(B) Adult Performer or Figure Model Permits. Any permittee aggrieved by the decision of the chief of police relating to the suspension or revocation of, or the imposition of a condition or restriction upon, any adult performer or figure model permit may, within ten days after the date of mailing of the decision to the permittee, appeal the decision to the city council by filing a written notice of appeal with the city clerk. If an appeal is not filed within ten days, the decision of the chief of police shall be final. If a timely notice of appeal is filed, the decision of the chief of police shall be stayed until the decision on appeal is issued. No fee shall be charged for an appeal.

(C) Hearing on Appeal. An appeal pursuant to subsection (A) or (B) shall be set for hearing by the council at a date not later than thirty days after the filing of the notice of appeal. The notice of hearing shall be mailed to the applicant at least ten days prior to the date set for the hearing: The council may continue its hearing on such appeal from time to time provided, however, that the decision on the appeal shall issue no later than thirty days after the original date set for hearing. The council shall hear all relevant evidence from competent persons relating to suspension or revocation of, or other discipline imposed upon, the permit. It may return the matter to the city manager or chief of police for further information or further investigation. The council may affirm, reject or modify the decision of the city manager or chief of police.

(D) Appointment of Hearing Examiner. The city council may employ the procedure specified in this code for the appointment of a hearing officer to hear and decide the appeal.

(Ord. 2009-07 § 4, 2009.)

5.06.180 Judicial review—Stay pending trial court decision.

(A) General. Judicial review of any final administrative decision after appeal under this chapter issuing, denying, suspending or revoking, or imposing other discipline upon, an adult-entertainment business permit, adult performer permit or figure model permit may be had pursuant to Code of Civil Procedure Section 1094.8. The city clerk shall provide written notice of the time limits referenced in Code of Civil Procedure Section 1094.8 to the appellant when transmitting the decision.

(B) Stay Pending Expiration of Period for Filing a Judicial Challenge. A final administrative decision issuing, denying, suspending or revoking, or imposing other discipline upon, an adult-entertainment business permit, adult performer permit or figure model permit, whether temporary or regular, shall be stayed for a period of twenty-one days after the decision becomes final, and the adult-entertainment business, adult performer or figure model shall be entitled to operate pursuant to the permit during the twenty-one day time period.

(C) Stay Pending Court Decision on Judicial Challenge. Upon the timely filing of a request for judicial review pursuant to Code of Civil Procedure Sec. 1094.6 or 1094.8, the administrative decision issuing, denying, suspending or revoking, or imposing other discipline upon an adult-entertainment business permit, adult performer permit or figure model permit, whether temporary or regular, shall be stayed until the request for judicial review is dismissed or until a decision on the merits is issued by the trial court. The adult-entertainment business, adult performer or figure model shall be entitled to operate during the stay.

(Ord. 2009-07 § 4, 2009.)

5.06.190 Register of adult performers and figure models.

(A) The operator of a modeling studio shall maintain on the premises a register of all persons employed as or acting as figure models and their permit numbers.

(B) The operator of an adult-entertainment business that provides live entertainment depicting or displaying specified anatomical areas or involving specified sexual activities shall maintain a register on the premises of all persons performing on the premises and their permit numbers.

(C) The register required by subsections (A) and (B) shall include models and performers then modeling or performing on the premises as well as all models and performers who have modeled or performed on the premises during the previous six months. The register shall remain confidential, except that it shall be available for inspection by law enforcement personnel or the county health officer immediately upon demand at all times during regular business hours.

(Ord. 2009-07 § 4, 2009.)

Cross References

Section 5.06.280(B)(2)

5.06.200 Adult performer and figure model identification card.

The chief of police shall provide to each adult performer and figure model granted a temporary or regular permit an identification card containing the name, photograph and permit number of the adult performer or figure model. The identification card shall remain confidential, except that an adult performer or figure model shall deposit his or her identification card with the on-site manager of an adult-entertainment business while the adult performer or figure model is working on the premises. The on-site manager shall make the identification cards available for inspection by law enforcement personnel or the county health officer at all times while the adult-entertainment business is open for business.

(Ord. 2009-07 § 4, 2009.)

5.06.210 Employment of persons under the age of eighteen years prohibited.

It is unlawful for the permittee or operator of an adult-entertainment business to employ, or permit to perform services or entertainment on the premises, any person who is under the age of eighteen years.

(Ord. 2009-07 § 4, 2009.)

5.06.220 Display of permit.

Every adult-entertainment business granted a permit shall display the permit in a conspicuous place within the adult-entertainment business at all times during business hours.

(Ord. 2009-07 § 4, 2009.)

5.06.230 Business operations tax.

Nothing in this title shall relieve the owner of any adult-entertainment business, or any adult performer or any figure model, from paying the applicable business operations tax pursuant to Chapter 5.04 of this code. The issuance of a business operations tax certificate shall not authorize conducting an adult-entertainment business, or performing as an adult performer in an adult-entertainment business, or acting as a figure model in a modeling studio, until the necessary temporary or regular permit required by Section 5.06.030 or 5.06.060 has been lawfully granted.

(Ord. 2009-07 § 4, 2009.)

5.06.240 Transfer of adult-entertainment business permit.

(A) Upon sale, transfer or relocation of an adult-entertainment business, the permit therefor shall be void unless permission to transfer is first obtained pursuant to this section; provided,

however, that upon the death or incapacity of the permittee, the establishment may continue in business for a reasonable period of time to allow for an orderly transfer of the permit pursuant to this section. Any attempt to transfer a permit either directly or indirectly in violation of this section is hereby declared void, and upon such attempt the permit shall be deemed revoked.

(B) No adult-entertainment business permit shall be transferable as to location or person, except with the written consent of the city manager. An application for transfer shall be in writing and contain the same information required for an initial permit application. Prior to submitting the application to the chief of police, the applicant shall pay a nonrefundable fee, established by resolution of the city council, to the department of finance. The department of finance shall issue a receipt to the applicant showing that the permit transfer application fee has been paid. The applicant shall provide the receipt or a copy thereof to the chief of police with the permit transfer application.

(C) No adult-entertainment business permit may be transferred after the city manager has notified the permittee that the permit has been or may be suspended or revoked.

(D) An application to transfer shall be approved if the city manager determines that the transferee would be entitled to the issuance of an adult-entertainment business permit under this chapter; provided, however, that an application for transfer at the same location shall not be denied if the only ground for denial is that the location of the business no longer meets the locational criteria set forth in the Chapter 5.06.255.

(Ord. 2009-07 § 4, 2009.)

5.06.250 Employment of adult performer and figure models.

(A) No permittee or operator of a modeling studio shall allow or permit a person to act as a figure model for the studio unless the person possesses a valid figure model permit under the provisions of this chapter. It shall be the responsibility of the permittee and the operator to ensure that each person employed or acting as a figure model shall have first obtained a valid permit pursuant to this chapter.

(B) No permittee or operator of an adult-entertainment business shall employ and/or allow any person to engage in or participate in any live performance displaying or depicting specified

anatomical areas or involving specified sexual activities unless that person possesses a valid adult performer permit under the provisions of this chapter. It shall be the responsibility of the permittee and the operator to ensure that each person acting as an adult performer shall have first obtained a valid permit pursuant to this chapter and shall comply with all other requirements of this chapter.

(C) No permittee or operator of an adult-entertainment business shall employ at an adult-entertainment business, or permit to provide services or entertainment at an adult-entertainment business, any person who has been convicted of an offense specified in Section 5.06.110(B), where the offense occurred at any adult-related establishment.

(Ord. 2009-07 § 4, 2009.)

5.06.255 Locational standards.

(A) No adult business shall be established or located in any area in the city other than the following zoning districts:

(1) CC—Community Commercial District;

(2) GI—General Industrial District.

(B) An adult business shall not be established or located within:

(1) Five hundred feet from any residence or residential zone, or religious institution (as defined in Section 9.08.010(E).

(2) One thousand feet of any school, nursery, day care center, or public or private park.

(C) Distance Between Adult Businesses. An adult business shall not be established or located within one thousand feet of an existing adult business. If two or more existing adult businesses are located in closer proximity to each other than one thousand feet, then in determining which of the businesses is or are nonconforming, preference shall be given in the order of the respective lengths of continuous lawful uninterrupted operation of the businesses.

(D) Measurement of Distance. For the purpose of measuring the distance requirements set forth in subsections (B) and (D) of this section, all distances shall be measured, without regard to intervening structures, from the nearest property line of the property on which the adult business is or will be located to the nearest property line of any residentially zoned property, school, nursery, day care center, religious institution or public or private park as described in subsection (B) of this section, or between the nearest property lines of the properties occupied by or proposed to be occupied by adult businesses as described in subsection (D) of this section, along a straight line extended between the two points.

(E) All adult businesses are required to procure and maintain an adult business license as mandated by Chapter 5.10 et seq., of the city's Municipal Code.

(F) No building permit or zoning clearance, business tax receipt, adult business license, or other permit or entitlement for use shall be legally valid if issued to any adult business proposed to operate or to be established in the city except if the zoning and locational requirements set forth in this section are satisfied.

(G) An adult business or establishment operating as a legal conforming use with an approved adult business license from the city shall not be rendered a nonconforming use by the subsequent location of residential zones, schools, nurseries, day care centers, religious institutions or public or private parks within the locational limitations set forth in this section. For purposes of this section, a use shall be deemed to be subsequently located if it commences following the date an application for an adult business license is filed pursuant to Section 5.10.014 of the Municipal Code.

(H) Zone D of the Napa County Airport Land Use Environs Plan (AELUP) limits occupancy to one hundred persons per structure and one hundred fifty persons per net acre (both within a

structure and outdoors on the site). All adult businesses within Zone D of the Napa County AELUP are required to comply with the applicable AELUP occupancy standards.

(Ord. 2009-07 § 4, 2009.)

Cross References

Section 5.06.100(C)

Section 5.06.130(C)

Section 5.06.240(D)

5.06.260 Development standards.

(A) Design Standards.

(1) All building openings, entries and windows shall be located, covered or screened to prevent viewing the interior from any exterior area.

(2) No partitions between subdivisions of a room, portion, or part of a building, structure or premises, including restrooms, may have an aperture, hole, slit, or other opening or gap which is designed or otherwise constructed to encourage, permit, or allow sexual activity between persons on either side of the partition.

(3) Each adult-oriented business shall have a business entrance separate from any other nonadult business located in the same building.

(4) The maximum occupancy load, fire exits, fire lanes, and fire suppression equipment shall be regulated, designed and provided in accordance with the regulations and standards of the American Canyon fire division and the city's building division.

(5) Any adult-oriented business in which live entertainment is performed, whether or not such performers are appropriately licensed as required by this code, shall have such performances only conducted on a stage or on a platform that is raised eighteen inches and which has a rail which does not allow patrons to be any closer to the performers than six feet. Said rail shall be at

least forty-two inches in height and shall be installed around the perimeter of the stage or platform.

(6) Any adult-oriented business shall be designed such that a manager's station is provided for the purpose of supervising activities within the business and such that a manager in the manager's station can view the entire interior of the business to which the public is allowed access, excepting restrooms.

(7) Any viewing room or area shall be visible from the manager's station and such view shall not be obscured or obstructed by any wall, curtain, door, any other structure, or by any display of merchandise.

(8) No private viewing areas as defined herein shall be permitted or shown on any design for an adult-oriented business.

(9) An adult business proposed in Zone D of the Napa County Airport Land Use Environs Plan (AELUP) shall demonstrate that the occupancy of the proposed business shall not exceed the AELUP occupancy standards of one hundred persons per structure and one hundred fifty persons per net acre (both within a structure and outdoors on the site).

(B) Performance Standards. The establishment of an adult-oriented business shall comply with the applicable site development standards—including parking—of the zone, district, or area in which the adult-oriented business is located, the building code, fire code, and the health and safety code of the city. An adult-oriented business shall comply with the applicable city permit and inspection procedures. In addition, adult-oriented businesses shall comply with the following performance standards:

(1) At all times, the maintenance and operation of an adult-oriented business shall be in accordance with the design standards set forth in subsection (A) of this section.

(2) The building entrance to the adult-oriented business shall be clearly and legibly posted with a notice indicating that minors are precluded from entering the premises.

(3) A manager shall be on duty on the premises during all times that the adult-oriented business is open to the public.

(4) Any viewing room shall be visible from the manager's station of the adult-oriented business, and visibility of the entire viewing room from the manager's station shall be neither obscured nor obstructed by any curtain, door, wall, or other structure.

(5) All exterior areas of adult-oriented businesses, including buildings, landscaping, and parking areas, shall be maintained in a clean and orderly manner free of trash, weeds and debris.

(6) No special events, promotions, concerts, or similar activities which are likely to increase the parking demand at the location of the adult-oriented business shall occur unless the permit-holder has obtained a special events permit from the city as would be required by all other types of businesses within the city.

(7) No adult-oriented business, excepting an adult motel, shall operate between the hours of eleven p.m. and ten a.m. No owner, operator, manager, employee, or independent contractor of an adult-oriented business, except an adult motel, regardless of whether or not a permit has been issued for said business under the provisions of this code, shall allow such business to remain open for business, or no owner, operator, manager or employee of an adult-oriented business shall permit any employee or independent contractor to engage in a performance, solicit a performance, make a sale, solicit a sale, provide a service, or solicit a service between the hours of eleven p.m. and ten a.m.

(8) Off-street parking shall be provided for the adult-oriented business on-site and as specified for the zone, district or area in which the business is located in accordance with the parking provisions of this code and as follows:

(a) Adult Theater, Adult Cabaret, Adult Motion Theater, or Adult Arcade. One parking space shall be provided for every two seats in a viewing room, or one parking space shall be provided for every two occupants per the allowable occupant load as established by the chief building official and/or the fire marshal, which ever standard is greater. In addition, one parking space shall be provided for each employee or independent contractor on the maximum shift.

(9) Any person who operates or causes to be operated an adult-oriented business, other than an adult motel and regardless of whether or not an adult-oriented business license has been issued to said business under this code, which exhibits on the premises in a viewing room or viewing area of less than one hundred fifty square feet of floor space, a film, video cassette, or other video reproduction depicts specified sexual activities or specified anatomical areas, shall comply with the following requirements:

(a) Upon application for an adult-oriented business license, the application shall be accompanied by a diagram of the premises showing a plan thereof specifying the location of one or more manager's stations, the location of all overhead lighting fixtures, and designating any portion of the premises in which patrons shall not be permitted. A manager's station(s) shall not exceed thirty-two square feet of floor area.

(b) No alteration in the configuration or location of a manager's station shall be made without the prior written approval of the director of community development.

(c) It is the duty of the permit holder to ensure that at least one employee is on duty and situated at each manager's station at all times that any patron is present inside the premises.

(d) The interior of the premises shall be configured in such a manner that there is an unobstructed view from a manager's station of every area of the premises to which any patron is permitted access for any purpose, excluding restrooms. Restrooms shall not contain video reproduction equipment. If the premises has two or more manager's stations designed, then the interior of the premises shall be configured in such a manner that there is an unobstructed view of each area of the premises to which any patron is permitted access for any purpose from at least one of the manager's stations. The view required in this subsection shall be by direct line of sight from the manager's station.

(e) It shall be the duty of the permit holder and any employees or independent contractors present on the premises to insure that the view area specified in subsection (B)(9)(d) of this section remains unobstructed by any doors, walls, merchandise, display racks, or other materials at all times and to insure that no patron is permitted access to any area of the premises which has been designed as an area in which patrons shall not be permitted in the application filed pursuant to this chapter.

(10) An on-site security program shall be prepared and implemented including the following items:

(a) All off-street parking areas and building entries serving the adult-oriented business shall be illuminated during all hours of operation with a lighting system designed to provide an average maintained horizontal illumination of one foot candle of light on the parking surface and/or walkway. This required lighting level is established in order to provide sufficient illumination of the parking areas and walkways serving the adult-oriented business for the personal safety of patrons and employees and to reduce the incidence of vandalism and theft. The

lighting shall be shown on the required site or plot plan. The required lighting shall remain on for at least thirty minutes after the closing time of the adult-oriented business to promote safety for employees thereof.

(b) All off-street parking areas shall have a security system provided that visually records and retains activities in the parking lot for at least a forty-eight hour period for the purposes of promoting safety and identifying violators.

(c) All interior portions of the adult-oriented business, except those areas devoted to mini-motion or motion pictures, shall be illuminated during all hours of operation with a lighting system designed to provide a minimum maintained horizontal illumination of not less than two foot candles of light.

(d) For adult-oriented businesses which exceed an occupant load of one hundred twenty-five persons, the provision of on-site security personnel shall be required during all business hours pursuant to a plan to be reviewed and approved for adequacy by the designated head of the law enforcement entity providing law enforcement services to the city. Security personnel shall be licensed in accordance with the California Business and Professions Code, to the satisfaction of the designated head of the entity providing law enforcement services to the city.

(11) Adult Motion Picture Theater/Adult Arcade.

(a) A manager's station shall be located near the main entrance and the station shall be provided with an unobstructed view of all motion picture or arcade viewing areas.

(b) No adult motion picture theater or adult arcade shall be maintained or operated unless the complete interior of the adult motion picture theater or adult arcade is visible upon entrance to such premises. No partially or fully enclosed booths or partially or fully concealed booths shall be maintained.

(c) Maximum Number of Devices. No person shall operate an adult motion picture theater or adult arcade in which the number of image producing devices exceeds the maximum occupancy load permitted in any room or partitioned portion of a room in which an image producing device is located.

(12) Adult Hotel/Motel.

(a) Evidence that a sleeping room in a hotel, motel, or a similar commercial establishment has been rented or subrented and vacated two or more times in a period of time that is less than ten hours within a twenty-four hour period on a recurring basis creates a rebuttable presumption that the establishment is an adult hotel/motel as that term is defined in this title.

(b) A person is in violation of the provisions of this title if such person rents or subrents a sleeping room at a location without an adult-oriented business license and an adult use planning permit to a person or persons and within ten hours thereafter rents or subrents the same room to an other person(s), or subrents the same room to the prior renter.

(13) No advertising sign or structure, advertisement, display, or other promotional material depicting specified anatomical areas or specified sexual activities or displaying instruments, devices or paraphernalia designed for use in connection with specific sexual activities, shall be shown or exhibited so as to be visible from any exterior area.

(14) No loudspeaker or sound equipment audible to persons in any public exterior area shall be used in connection with an adult-oriented business, and the business shall be so conducted that sounds associated with the business are not emitted into any public exterior area.

(Ord. 2009-07 § 4, 2009.)

5.06.270 Adult-entertainment businesses providing live entertainment.

The following additional requirements shall pertain to adult-entertainment businesses providing live entertainment depicting or displaying or involving specified anatomical areas or involving specified sexual activities:

(A) The adult-entertainment business shall provide separate dressing room facilities for adult performers that are exclusively dedicated to the adult performers' use, and to which no patron shall be admitted.

(B) The adult-entertainment business shall provide an entrance/exit for adult performers that are separate from the entrance/exit used by patrons.

(C) No adult performer, either before, during or after performances, shall fondle or caress any patron and no patron shall fondle or caress any adult performer either before, during or after performances by the adult performer. This subsection shall only apply to physical contact on the premises of the adult-entertainment business.

(Ord. 2009-07 § 4, 2009.)

Cross References

Section 5.06.320(B)

5.06.280 Management and security requirements.

(A) There shall be present on the premises of an adult-entertainment business at all times while the business is open a manager who shall be in charge of all of the activities on the premises and who shall be responsible to ensure compliance with all requirements set forth in this chapter.

(B) An adult-entertainment business shall employ security guards in order to maintain the public peace and safety, based upon the following standards:

(1) An adult-entertainment business featuring live entertainment shall provide at least one security guard at all times while the business is open. If the number of persons on the premises exceeds fifty persons, an additional security guard shall be on duty.

(2) Security guard(s) shall be charged with preventing violations of law and enforcing patrons' compliance with the requirements of this chapter. Security guards shall be uniformed in such a manner so as to be readily identifiable as a security guard by the public and shall be duly licensed as a security guard as required by applicable provisions of state law. No security guard required pursuant to this subsection shall act as a manager, door person, ticket seller, ticket taker, admittance person or perform any duties other than surveillance of the premises, the adult performers, and the patrons to prevent violations of law and enforce compliance with the requirements of this chapter while acting as a security guard. Security guards shall report any violation of law immediately to the responsible manager on the premises at the time the violation or threatened violation occurs, and shall prepare a written report outlining the violation or threatened violation observed. Copies of all written reports required by this section shall be maintained on the premises along with the register of adult performers required by

Section 5.06.190, and shall be available for inspection by law enforcement personnel at all times during regular business hours.

(Ord. 2009-07 § 4, 2009.)

5.06.290 Persons under the age of eighteen years prohibited on premises of adult-entertainment business.

It is unlawful for the permittee or operator of an adult-entertainment business to permit to enter, or remain within, the adult-entertainment business, any person who is under the age of eighteen years.

(Ord. 2009-07 § 4, 2009.)

5.06.300 Violations.

(A) In order to operate an adult business in American Canyon, the business must obtain an adult business license as provided for in Chapter 5.22 et seq.

(B) Any owner, operator, manager, employee or independent contractor of an adult business violating or permitting, counseling or assisting the violation of any of these provisions regulating adult businesses shall be subject to any and all civil remedies, including license revocation. All remedies provided in this chapter shall be cumulative and not exclusive. Any violation of these provisions shall constitute a separate violation for each and every day during which such violation is committed or continued.

(C) In addition to the remedies set forth in subsection (B) of this section, any adult business that is operating in violation of these provisions regulating adult businesses is hereby declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation.

(D) The restrictions imposed pursuant to this section do not constitute a criminal offense. Notwithstanding any other provision of the American Canyon Municipal Code, the city does not

impose a criminal penalty for violations of the provisions of the ordinance codified in this chapter related to sexual conduct or activities.

(Ord. 2009-07 § 4, 2009.)

5.06.310 Regulations nonexclusive.

The provisions of this chapter regulating adult businesses are not intended to be exclusive, and compliance therewith shall not excuse noncompliance with any other regulations pertaining to the operation of businesses as adopted by the city council of the city of American Canyon.

(Ord. 2009-07 § 4, 2009.)

5.06.320 Applicability to existing adult-entertainment businesses, adult performers and figure models.

(A) General. The provisions of this chapter shall apply to all adult-entertainment businesses, and all owners or operators thereof, and all adult performers and figure models, whether such business or activity was in operation before or after the effective date of this chapter; provided, however, that all such businesses, and all owners or operators thereof, and persons shall have one hundred eighty days from the effective date of this chapter to comply with the provisions of this chapter and adult performers and figure models shall have sixty days from the effective date of this chapter to comply with provisions of this chapter. Any person who has filed a timely application for a permit within said time limit shall not be subject to the provisions of this chapter relating to possession or display of a permit until a permit is issued or denied.

Exception. Temporary exemption from permit requirements for lawfully existing adult-entertainment businesses with adult-related establishment permit: The owner(s) and operator(s) of lawfully existing adult-entertainment businesses providing live entertainment depicting or displaying specified anatomical areas or involving specified sexual activities that were lawfully established on the effective date of this chapter shall not be required to obtain an adult-entertainment business permit pursuant to Section 5.06.030 of this chapter within one hundred eighty days, if the owner(s) and operator(s) have an adult-related establishment permit for the

facility pursuant to Chapter 5.04 as it existed prior to the effective date of this chapter; and provided further that the owner(s) and operator(s) shall obtain a permit pursuant to this chapter prior to the date on which the adult-related establishment permit expires or would have expired.

(B) Variance from Separate Entrance/Exit Requirements. The chief of police may authorize a variance from the separate entrance/exit requirements of Section 5.06.270(B) for an adult-entertainment business lawfully existing on the effective date of this chapter if the chief finds that the alternative method of separation and/or entrance and exit provides adequate safety for adult performers entering or exiting the premises. The chief of police shall make a decision on the variance within thirty days after the owner or operator of the business submits a written request for variance describing in detail the variance requested.

(C) Failure to Obtain Permits—Violation of Chapter. Failure to apply for and obtain a permit within the time period specified in subsection (A) and thereafter continuing to operate an adult-entertainment business for which a permit is required pursuant to Section 5.06.030 without a permit shall constitute a violation of this chapter.

(Ord. 2009-07 § 4, 2009.)

5.06.330 Severability.

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this chapter or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, that decision shall not affect the validity or effectiveness of the remaining portions of this chapter or any part thereof. The city council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, or invalid, or ineffective.

In particular, the city council hereby declares that it would have adopted the development and operational provisions of this chapter, even in the absence of the permit issuance provisions of this chapter. Further, the city council hereby declares that it would have adopted the permit issuance provisions relating to adult performers even in the absence of the permit issuance provisions for adult-entertainment businesses. In the event a court of competent jurisdiction renders a decision invalidating any permit issuance provisions contained herein, any adult-

entertainment business that operates in the city shall be deemed to be operating under a de facto permit subject to all requirements of this chapter that have not been invalidated.

(Ord. 2009-07 § 4, 2009.)

Chapter 5.10 COMMERCIAL CANNABIS LICENSE

5.10.010 Purpose and intent.

It is the purpose and intent of this chapter to implement the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act ("MAUCRSA") to accommodate the needs of medically-ill persons in need of and provide access to cannabis for medicinal purposes as recommended by their health care provider(s), and to provide access to adult-use cannabis for persons over the age of twenty-one as authorized by the Control, Tax and Regulate the Adult Use of Marijuana Act ("AUMA" or "Proposition 64" passed by California voters in 2016), while imposing sensible regulations on the use of land to protect the city 's residents, neighborhoods, and businesses from disproportionately negative impacts. As such, it is the purpose and intent of this chapter to regulate the cultivation, processing, manufacturing testing, sale, delivery, distribution and transportation of cannabis and cannabis products in a responsible manner to protect the health, safety, and welfare of the residents of the city of American Canyon and to enforce rules and regulations consistent with state law. It is the further purpose of intent of this chapter to require all commercial cannabis operators to obtain and renew annually a permit to operate within the city of American Canyon. Nothing in this chapter is intended to authorize the possession, use, or provision of cannabis for purposes that violate state or federal law. The provisions of this chapter are in addition to any other permits, licenses and approvals which may be required to conduct business in the city, and are in addition to any permits, licenses and approval required under state, city, or other law.

(Ord. 2018-06 § 4, 2018.)

5.10.020 Legal authority.

Pursuant to Sections 5 and 7 of Article XI of the California Constitution, the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act (hereinafter "MAUCRSA"), any subsequent state legislation and/or regulations regarding same, the city of American Canyon is authorized to adopt ordinances that establish standards, requirements and regulations for the licensing and permitting of commercial cannabis activity. Any standards, requirements, and regulations regarding health and safety, security, and worker protections established by the state of California, or any of its departments or divisions, shall be the minimum standards applicable in the city of American Canyon to all commercial cannabis activity.

(Ord. 2018-06 § 4, 2018.)

5.10.030 Cannabis cultivation and commercial cannabis activities prohibited unless specifically authorized by this chapter.

Except as specifically authorized in this chapter, the commercial cultivation, manufacture, processing, storing, laboratory testing, labeling, sale, delivery, distribution or transportation (other than as provided under Business and Professions Code Section 26090(e)), of cannabis or cannabis product is expressly prohibited in the city of American Canyon.

(Ord. 2018-06 § 4, 2018.)

5.10.040 Compliance with state and local laws.

It is the responsibility of the owners and operators of the commercial cannabis business to ensure that it always operates in a manner compliant with all applicable state and local laws, and any regulations promulgated thereunder. Nothing in this chapter shall be construed as authorizing any actions that violate federal, state law or local law with respect to the operation of a commercial cannabis business. It shall be the responsibility of the owners and the operators of the commercial cannabis business to ensure that the commercial cannabis business is, at all times, operating in a manner compliant with all applicable federal, state and local laws, including the Medicinal and Adult Use Cannabis Regulation and Safety Act ("MAUCRSA"), and any subsequently enacted state

law or regulatory, licensing, or certification requirements, and any specific, additional operating procedures or requirements which may be imposed as conditions of approval of the commercial cannabis business permit. Nothing in this chapter shall be construed as authorizing any actions that violate federal or state law regarding the operation of a commercial cannabis business.

(Ord. 2018-06 § 4, 2018.)

5.10.050 Definitions.

When used in this chapter, the following words shall have the meanings ascribed to them as set forth herein. Any reference to California statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision.

"A-license" means a state license issued by the Bureau of Cannabis Regulation for cannabis or cannabis products that are intended for adults twenty-one years of age and over and who do not possess physician's recommendations.

"A-licensee" means any person holding a license under this chapter for cannabis or cannabis products that are intended for adults twenty-one years of age and over and who do not possess physician's recommendations.

"Applicant" means an owner applying for a city license pursuant to this chapter.

"Batch" means a specific quantity of homogeneous cannabis or cannabis product that is one of the following types:

1. "Harvest batch" means a specifically identified quantity of dried flower or trim, leaves, and other cannabis plant matter that is uniform in strain, harvested at the same time, and, if applicable, cultivated using the same pesticides and other agricultural chemicals and harvested at the same time.

2. "Manufactured cannabis batch" means either of the following:

a. An amount of cannabis concentrates or extract that is produced in one production cycle using the same extraction methods and standard operating procedures.

b. An amount of a type of manufactured cannabis produced in one production cycle using the same formulation and standard operating procedures.

"Building official" means the building official of the city of American Canyon community development department or designee.

"Bureau" means the Bureau of Cannabis Control within the Department of Consumer Affairs, formerly named the Bureau of Marijuana Control, the Bureau of Medical Cannabis Regulation, and the Bureau of Medical Marijuana Regulation.

"Cannabis" means all parts of the Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this chapter, "cannabis" does not mean "industrial hemp" as defined by Section 11018.5 of the Health and Safety Code.

"Cannabis accessories" has the same meaning as in Section 11018.2 of the Health and Safety Code.

"Cannabis concentrate" means cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product's potency. Resin from granular trichomes from a cannabis plant is a concentrate for purposes of this chapter. A cannabis concentrate is not considered food, as defined by Section 109935 of the Health and Safety Code, or drug, as defined by Section 109925 of the Health and Safety Code.

"Cannabis innovation zone" is defined as a park or campus which is one contiguous commercial area of land which has many cannabis related businesses grouped together. Each individual business would be clearly defined, which has a unique entrance and immovable physical barriers between uniquely licensed premises.

"Cannabis product" means a product containing cannabis or cannabis, including, but not limited to, manufactured cannabis, intended to be sold for use by cannabis patients in California pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the California Health and Safety Code (as the same may be amended from time to time) or pursuant to the Adult Use of Cannabis Act. For purposes of this chapter, "cannabis" does not include industrial hemp as defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code.

"Cannabis products" has the same meaning as in Section 11018.1 of the Health and Safety Code.

"Canopy" means the designated area(s) at a licensed premises, except nurseries that will contain mature plants at any point in time. Canopy: (1) shall be calculated in square feet and measured using clearly identifiable boundaries of all area(s) that will contain mature plants at any point in time, including all of the space(s) within the boundaries; and (2) may be noncontiguous but each unique area included in the total canopy calculation shall be separated by an identifiable boundary which include, but are not limited to: interior walls, shelves, greenhouse walls, hoop house walls, garden benches, hedgerows, fencing, garden beds or garden plots; and if mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation.

"Caregiver" or "primary caregiver" has the same meaning as that term is defined in Section 11362.7 of the California Health and Safety Code.

"Child resistant" means designed or constructed to be significantly difficult for children under five years of age to open, and not difficult for normal adults to use properly.

"City" means the city of American Canyon, a general law city.

"City manager" means city manager or designee.

"Commercial cannabis activity" includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis products as provided for in this chapter.

"Commercial cannabis business" means a business which engages in medicinal or adult-use commercial cannabis activity as authorized by the city of American Canyon Municipal Code.

"Commercial cannabis business permit" means a regulatory permit issued by the city of American Canyon pursuant to this chapter to a commercial cannabis business and is required before any commercial cannabis activity may be conducted in the city. The initial permit and annual renewal of a commercial cannabis business permit is made expressly contingent upon the business' ongoing compliance with all of the requirements of this chapter and any regulations adopted by the city governing the commercial cannabis activity at issue.

"Community development director" means the community development director of the city of American Canyon community development department or designee.

"Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

"Cultivation site" means a location where cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or a location where any combination of those activities occurs.

"Customer" means a natural person twenty-one years of age or over, or a natural person eighteen years of age or older who possesses a physician's recommendation, or a medical marijuana identification card.

"Day care center" has the same meaning as in Section 1596.76 of the Health and Safety Code.

"Delivery" means the commercial transfer of cannabis or cannabis products to a customer. "Delivery" also includes the use by a retailer of any technology platform owned and controlled by the retailer.

"Director" means the Director of Consumer Affairs.

"Dispensing" means any activity involving the retail sale of cannabis or cannabis products from a retailer.

"Distribution" means the procurement, sale, and transport of cannabis and cannabis products between licensees.

"Distributor" means a person holding a valid commercial cannabis business permit for distribution issued by the city of American Canyon, and, a valid state license for distribution, required by state

law to engage in the business of purchasing cannabis from a licensed cultivator, or cannabis products from a license manufacturer, for sale to a licensed retailer.

"Dried flower" means all dead cannabis that has been harvested, dried, cured, or otherwise processed, excluding leaves and stems.

"Edible cannabis product" means cannabis product that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum, but excluding products set forth in Division 15 (commencing with Section 32501) of the Food and Agricultural Code. An edible cannabis product is not considered food, as defined by Section 109935 of the Health and Safety Code, or a drug, as defined by Section 109925 of the Health and Safety Code.

"Fund" means the cannabis control fund established pursuant to Business and Professions Code Section 26210.15.

"Greenhouse" means a fully enclosed permanent structure that is clad in transparent material with climate control, such as heating and ventilation capabilities and supplemental artificial lighting, and that uses a combination of natural and supplemental lighting for cultivation.

"Keef," also known as "kief" or "keif," refers to the resinous trichomes of cannabis that may accumulate in containers or be sifted from loose, dry cannabis flower with a mesh screen or sieve.

"Kind" means applicable type or designation regarding a particular cannabis variant or cannabis product type, including, but not limited to, strain name or other grower trademark, or growing area designation.

"Labeling" means any label or other written, printed, or graphic matter upon a cannabis product, upon its container.

"Labor peace agreement" means an agreement between a licensee and any bona fide labor organization that, at a minimum, protects the state's proprietary interests by prohibiting labor organizations and members from engaging in picketing, work stoppages, boycotts, and any other economic interference with the applicant's business. This agreement means that the applicant has agreed not to disrupt efforts by the bona fide labor organization to communicate with, and attempt to organize and represent, the applicant's employees. The agreement shall provide a bona fide labor organization access at reasonable times to areas in which the applicant's employees work, for the purpose of meeting with employees to discuss their right to representation, employment rights

under state law, and terms and conditions of employment. This type of agreement shall not mandate a particular method of election or certification of the bona fide labor organization.

"License" means a state license issued by the state and includes both an A-license and an M-license, as well as a testing laboratory license.

"Licensee" means any person holding a license under this chapter, regardless of whether the license held is an A-license or an M-license, and includes the holder of a testing laboratory license.

"Licensing authority" means the city of American Canyon and/or state agency responsible for the issuance, renewal, or reinstatement of the license, or the city of American Canyon and/or state agency authorized to take disciplinary action against the licensee.

"Limited-access area" means an area in which cannabis is stored or held and is only accessible to some licensee and authorized personnel.

"Live plants" means living cannabis flowers and plants, including seeds, immature plants, and vegetative stage plants.

"Local jurisdiction" means a city, county or city and county.

"Lot" means a batch or a specifically identified portion of a batch.

"M-license" means a state license issued by the state for commercial cannabis activity involving medicinal cannabis.

"M-licensee" means any person holding a license by the state for commercial cannabis activity involving medicinal cannabis.

"Manufacture" means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.

"Manufactured cannabis" means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, extraction or other manufactured product intended for internal consumption through inhalation or oral ingestion or for topical application.

"Manufacturer" means a licensee that conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or container.

"Manufacturing site" means a location that produces, prepares, propagates, or compounds cannabis or cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a person issued a valid commercial cannabis business permit for manufacturing from the city of American Canyon and, a valid state license as required for manufacturing of cannabis products.

"Medicinal cannabis" or "medicinal cannabis product" means cannabis or a cannabis product, respectively, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code, by a medicinal cannabis patient in California who possesses a physician's recommendation.

"Microbusiness" means the cultivation of cannabis on an area less than ten thousand square feet, by an entity authorized to act as a licensed distributor, Level 1 manufacturer, and retailer under state law, provided such licensee can demonstrate compliance with all requirements imposed by state law on licensed cultivators, distributors, Level 1 manufacturers, and retailers to the extent the licensee engages in such activities. Microbusiness licenses that authorize cultivation of cannabis shall include the license conditions described in subdivision (b) of Section 26060.1 of the Business and Professions Code.

"Nonvolatile solvent" means any solvent used in the extraction process that is not a volatile solvent. For purposes of this chapter, a nonvolatile solvent includes carbon dioxide (CO_2) used for extraction and ethanol used for extraction or post-extraction processing.

"Nursery" means a licensee that produces only clones, immature plants, seeds, and other agricultural products used specifically, for the propagation and cultivation of cannabis.

"Operation" means any act for which licensure is required under the provisions of this chapter, or any commercial transfer of cannabis or cannabis products.

"Owner" means any of the following:

1. A person with an aggregate ownership interest of twenty percent or more in the person applying for a license or a licensee, unless the interest is solely a security, lien, or encumbrance.

2. The manager of a nonprofit or other entity.

3. A member of the board of directors of a nonprofit.

4. An individual who will be participating in the direction, control, or management of the business applying for a license, or who has a financial interest in the business other than a fixed lease of real property.

"Package" means any container or receptacle used for holding cannabis or cannabis products.

"Patient" or "qualified patient" shall have the same definition as California Health and Safety Code Section 11362.7 et seq., as it may be amended, and which means a person who is entitled to the protections of California Health and Safety Code Section 11362.5.10.

"Person" includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

"Person with an identification card" shall have the meaning given that term by California Health and Safety Code Section 11362.7.

"Physician's recommendation" means a recommendation by a physician and surgeon that a patient use cannabis provided in accordance with the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code.

"Premises" means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis activity will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one licensee unless the operator is granted an M-license and A-license for the same type of activity and such operation is lawful under state and local laws, rules and regulations.

"Processing" means a cultivation site that conducts only trimming, drying, curing, grading, packaging, or labeling of cannabis and nonmanufactured cannabis products.

"Purchaser" means the customer who is engaged in a transaction with a licensee for purposes of obtaining cannabis or cannabis products.

"Retailer" means a commercial cannabis business facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment (whether fixed or mobile) that delivers, pursuant to express authorization, cannabis and cannabis products as part of a retail sale, and where the operator holds a valid commercial cannabis business permit from the city of American Canyon authorizing the operation of a retailer, and a valid state license as required by state law to operate a retailer.

"Sell," "sale," and "to sell" include any transaction whereby, for any consideration, title to cannabis or cannabis products is transferred from one person to another, and includes the delivery of cannabis or cannabis products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same, but does not include the return of cannabis or cannabis products by a licensee to the licensee from whom the cannabis or cannabis product was purchased.

"State license" means a permit or license issued by the state of California, or one of its departments or divisions, under MAUCRSA and any subsequent state of California legislation regarding the same to engage in commercial cannabis activity.

"Testing laboratory" means a laboratory, facility, or entity in the state that offers or performs tests of cannabis or cannabis products and that is both of the following:

1. Accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state.

2. Licensed by the Bureau.

"Topical cannabis" means a product intended for external application and/or absorption through the skin. A topical cannabis product is not considered a drug as defined by Section 109925 of the California Health and Safety Code.

"Transport" means the transfer of cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting

commercial cannabis activity authorized by MAUCRSA which may be amended or repealed by any subsequent state of California legislation regarding the same.

"Unique identifier" means an alphanumeric code or designation used for reference to a specific plant on a licensed premises and any cannabis or cannabis product derived or manufactured from that plant.

"Volatile solvent" means any solvent that is or produces a flammable gas or vapor that, when present in air in sufficient quantities, will create explosive or ignitable mixtures. Examples of volatile solvents include, but are not limited to, butane, hexane, and propane.

"Youth center" means any public or private facility that is primarily used to host recreation or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades where ten or more video games or game machines or devices are operated, and where minors are legally permitted to conduct business, or similar amusement park facilities. It shall also include a park, playground or recreational area specifically designed to be used by children which has play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball or any similar facility located on a public or private school grounds, or on city, county or state parks. This definition shall not include any private martial arts, yoga, ballet, music, art studio or similar studio of this nature nor shall it include any private gym, athletic training facility, pizza parlor, dentist office, doctor's office primarily serving children or a location which is primarily utilized as an administrative office or facility for youth programs or organizations.

(Ord. 2018-06 § 4, 2018; Ord. 2020-04 § 4, 2020.)

5.10.060 Commercial cannabis business permit required to engage in commercial cannabis business.

(A) A commercial cannabis business is limited to indoor commercial cultivation, manufacturing, distribution, retail non-storefront, testing labs, and microbusinesses that shall include only indoor cultivation, distribution, manufacturing, testing labs, and retail non-storefront, for cannabis and cannabis products.

(B) No person may engage in any commercial cannabis business or in any commercial cannabis activity within the city of American Canyon unless the person: (1) has a valid commercial cannabis business permit from the city of American Canyon; (2) has a valid state of California seller's permit; and (3) is currently in compliance with all applicable state and local laws and regulations pertaining to the commercial cannabis business and the commercial cannabis activities, including the duty to obtain any required state licenses.

(Ord. 2018-06 § 4, 2018.)

Cross References

Section 5.10.200(D)(2)

5.10.070 Cannabis employee permit required.

(A) Prior to offering employment to a cannabis employee candidate, the cannabis business shall conduct a pre-screening process of the successful candidate.

(B) Any person who is an employee or who otherwise works within a commercial cannabis business must be legally authorized to do so under applicable state law.

(C) Any person who is an employee or who otherwise works within a commercial cannabis business must obtain a commercial cannabis employee work permit from the city prior to performing any work at any commercial cannabis business.

(D) Applications for a commercial cannabis employee work permit shall be developed, made available, and processed by the city manager and shall include, but not be limited to, the following information:

(1) Name, address, and phone number of the applicant;

(2) Age and verification of applicant. A copy of a birth certificate, driver's license, government issued identification card, passport or other proof that the applicant is at least twenty-one years of age must be submitted with the application;

(3) Name, address of the commercial cannabis business where the person will be employed, and the name of the primary manager of that business;

(4) A list of any crimes enumerated in California Business and Professions Code Section 26057(b)(4) for which the applicant or employee has been convicted;

(5) Name, address, and contact person for any previous employers from which the applicant was fired, resigned, or asked to leave and the reasons for such dismissal or firing;

(6) The application shall be accompanied by fingerprints and a recent photograph of the applicant in a form and manner as required by the city manager;

(7) A signed statement under penalty of perjury that the information provided is true and correct;

(8) If applicable, verification that the applicant is a qualified patient or primary caregiver;

(9) A fee paid in an amount set by resolution of the city council in an amount necessary to cover the costs of administering the employee work permit programs. The fee is non-refundable and shall not be returned in the event the work permit is denied or revoked.

(E) The city manager shall review the application for completeness, shall conduct a background check to determine whether the applicant was convicted of a crime or left a previous employer for reasons that show the applicant:

(1) Has committed any act involving dishonesty, fraud, or deceit, as defined in Section 480 of the Business and Professions Code; or

(2) Has committed a felony or misdemeanor involving fraud, deceit, embezzlement; or

(3) Was convicted of a violent felony, a crime of moral turpitude; and/or

(4) The illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, except for cannabis related offenses for which the conviction occurred after the passage of the Compassionate Use Act of 1996.

Discovery of these facts showing that the applicant is dishonest or has been convicted of those types of crimes are grounds for denial of the permit. Where the applicant's sentence (including any term of probation, incarceration, or supervised release) for possession of, possession for sale, sale, manufacture, transportation, or cultivation of a controlled substance is completed, such underlying conviction shall not be the sole ground for denial of a commercial cannabis work permit. Furthermore, an applicant shall not be denied a permit if the denial is based solely on any of the following:

1. A conviction for any crime listed in subsection (D)(4) of this section for which the applicant has obtained a certificate of rehabilitation pursuant to Chapter 3.5 (commencing with Section 4852.01) of Title 6 of Part 3 of the California Penal Code; or

2. A conviction that was subsequently dismissed pursuant to Section 1203.4, 1203.4a, or 1203.41 of the California Penal Code or any other provision of state law allowing for dismissal of a conviction.

(F) The city manager shall issue the commercial cannabis work permit or a written denial to the applicant within thirty days of the date the application was deemed complete. In the event the cannabis work permit cannot be issued within this time period, the city manager may issue a temporary work permit for an employee upon completing a preliminary background check and if the business can demonstrate to the city manager that the employee is necessary for the operation of the business. The temporary permit may be immediately revoked by the city manager upon determination that the applicant has failed the background check or upon the issuance of the permanent work permit.

(G) A work permit shall be valid for a twelve-month period and must be renewed on an annual basis. Renewal applications shall contain all the information required in subsection B of this section, including the payment of a renewal application fee in an amount to be set by resolution of the city council.

(H) In the event a person changes employment from one commercial cannabis business in the city to another, the work permit holder shall notify the city manager in writing of the change within ten days, or the work permit shall be suspended or revoked, and such person shall not be permitted to work at any commercial cannabis business in the city.

(I) The city may immediately revoke the commercial cannabis work permit should the permit holder be convicted of a crime listed in subsections C and D of this section or if facts become

known to the city manager that the permit holder has engaged in dishonest activities.

(J) The city manager is hereby authorized to enforce all regulations necessary to implement the work permit process and requirements.

(K) The applicant may appeal the denial or revocation of a commercial cannabis work permit by filing a notice of appeal with the city clerk within ten days of the date the applicant received the notice of denial; which appeal shall be conducted as set forth in Section 5.10.140 of this chapter.

(L) The city manager shall issue a permit in the form of a personal identification card that can be worn in a prominent and visible location. The identification card shall be maintained in good and readable condition at all times.

(Ord. 2018-06 § 4, 2018.)

5.10.080 Maximum number of authorized commercial cannabis businesses.

The number of commercial cannabis businesses that may be permitted to operate in the city shall be established by resolution of the city council.

(A) This section is intended to identify a maximum number of commercial cannabis businesses that may be authorized to operate in the city. Nothing in this chapter creates a mandate that the city council must authorize any or all of the commercial cannabis businesses if it is determined that the applicant(s) do not meet the application standards or will negatively impact public health, safety, or welfare.

(B) Each year following the city council's initial award of permits, if any, or at any time in the city council's discretion, the city council may reassess the number of commercial cannabis businesses that may be authorized. The city council in its discretion, may determine by resolution whether to reduce, maintain or expand the number of commercial cannabis businesses.

(Ord. 2018-06 § 4, 2018; Ord. 2020-02 § 4, 2020.)

5.10.090 Initial application procedure.

(A) The city manager shall adopt detailed objective review criteria such as a point system or equivalent quantitative evaluation scale tied to each set of review criteria ("review criteria"), to govern the commercial cannabis business permit(s) application process. The city manager shall be authorized to prepare the necessary forms, adopt any necessary rules to the application, regulations and processes, solicit applications, and conduct initial evaluations of the applicants.

(B) At the time of filing, each applicant shall pay an application fee established by resolution of the city council, to reimburse the city for all costs incurred in the application process.

(C) After the initial review, ranking, and scoring under the review criteria, the city manager will make a final determination in accordance with this section.

(D) The City's Reservation of Rights. The city reserves the right to reject any or all applications. Prior to permit issuance, the city may also modify, postpone, or cancel any request for applications, or the entire program under this chapter, at any time without liability, obligation, or commitment to any party, firm, or organization, to the extent permitted under California state law. Persons submitting applications assume the risk that all or any part of the program, or any particular category of permit potentially authorized under this chapter, may be cancelled at any time prior to permit issuance. The city further reserves the right to request and obtain additional information from any candidate submitting an application. In addition to any other justification provided a failure to comply with other requirements in this chapter, an application risks being rejected for any of the following reasons:

(1) Proposal received after designated time and date; or

(2) Proposal not containing the required elements, exhibits, nor organized in the required format; or

(3) Proposal considered not fully responsive to this request for permit application.

(Ord. 2018-06 § 4, 2018.)

5.10.100 Personnel prohibited from holding a license or employee work permit.

(A) Any person, including, but not limited to, any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular in which any of the following actions or notices have been issued in noncompliance, shall be prohibited from holding a cannabis commercial license or employee work permit in the city of American Canyon. In addition, the following shall be grounds for denial of a local license or employee work permit:

(1) The applicant has been denied a license or has had a license suspended or revoked by any city, county, city and county or any other state cannabis licensing authority;

(2) The applicant was notified that they were conducting commercial cannabis activity in noncompliance with Title 19 or other city of American Canyon ordinances, codes and requirements in which they failed to discontinue operating in a timely manner;

(3) Evidence that the applicant was in noncompliance of properly paying federal, state or local taxes and/or fees when notified by the appropriate agencies;

(4) As of November 14, 2018, applicant was conducting commercial cannabis activity in the city of American Canyon in violation of local and state law.

(B) No person shall be issued a commercial cannabis permit to operate who enters into an agreement to lease, sublease or any other agreement, regardless of whether it is verbally or in writing to any terms of use of the premises from a property owner, commercial broker or any third party, that is in violation of this section unless that property is leased at fair market value and such lease, sublease or agreement does not have any terms or conditions for the cannabis permit licensee to pay the property owner, commercial broker, or any third party a percentage of gross receipts, royalties, equity, or other unreasonable compensation as determined by the city. In addition, all leases, subleases, or other agreements must be based on a monthly rate.

(Ord. 2018-06 § 4, 2018.)

5.10.110 Expiration of commercial cannabis business permits.

Each commercial cannabis business permit issued pursuant to this chapter shall expire twelve months after the date of its issuance. Commercial cannabis permits may be renewed as provided in Section 5.10.130.

(Ord. 2018-06 § 4, 2018.)

5.10.120 Revocation of permits.

Commercial cannabis business permits may be revoked for any violation of any law and/or any rule, regulation and/or standard adopted pursuant to Section 5.10.140, or pursuant to any policy, procedure or regulation in this chapter.

(Ord. 2018-06 § 4, 2018.)

5.10.130 Renewal applications.

(A) An application for renewal of a commercial cannabis business permit shall be filed at least sixty calendar days prior to the expiration date of the current permit.

(B) The renewal application shall contain all the information required for new applications.

(C) The applicant shall pay a fee in an amount to be set by the city council to cover the costs of processing the renewal permit application, together with any costs incurred by the city to administer the program created under this chapter.

(D) An application for renewal of a commercial cannabis business permit shall be rejected if any of the following exists:

(1) The application is filed less than sixty days before its expiration.

(2) The commercial cannabis business permit is suspended or revoked at the time of the application.

(3) The commercial cannabis business has not been in regular and continuous operation in the four months prior to the renewal application.

(4) The commercial cannabis business has failed to conform to the requirements of this chapter, or of any regulations adopted pursuant to this chapter.

(5) The permittee fails or is unable to renew its state of California license.

(6) If the city or state has determined, based on substantial evidence, that the permittee or applicant is in violation of the requirements of this chapter, of this code, or of the state rules and regulations, and the city or state has determined that the violation is grounds for termination or revocation of the commercial cannabis business permit.

(E) The city manager is authorized to make all decisions concerning the issuance of a renewal permit. In making the decision, the city manager is authorized to impose additional conditions to a renewal permit, if it is determined to be necessary to ensure compliance with state or local laws and regulations or to preserve the public health, safety or welfare. Appeals from the decision of the city manager shall be handled pursuant to Sections 5.10.150 through 5.10.170.

(F) If a renewal application is rejected, a person may file a new application pursuant to this chapter no sooner than one year from the date of the rejection.

(Ord. 2018-06 § 4, 2018.)

Cross References

Section 5.10.110

Section 5.10.190(A)

Section 5.10.190(B)

5.10.140 Effect of state license suspension, revocation, or termination.

Suspension of a license issued by the state of California, or by any of its departments or divisions, shall immediately suspend the ability of a commercial cannabis business to operate within the city, until the state of California, or its respective department or division, reinstates or reissues the state license. Should the state of California, or any of its departments or divisions, revoke or terminate the license of a commercial cannabis business, such revocation or termination shall also revoke or terminate the ability of a commercial cannabis business to operate within the city of American Canyon.

(Ord. 2018-06 § 4, 2018.)

Cross References

Section 5.10.070(K)

Section 5.10.120

5.10.150 Appeals.

Unless specifically provided elsewhere to the contrary, whenever an appeal is provided for in this chapter from a decision of the city manager, the appeal shall be conducted as prescribed in this chapter.

(Ord. 2018-06 § 4, 2018.)

Cross References

Section 5.10.130(E)

5.10.160 Written request for appeal.

(A) Within ten calendar days after the date of a decision of the city manager to revoke, suspend or deny a permit, or to add conditions to a permit, an aggrieved party may appeal such action by

filing a written appeal with the city clerk setting forth the reasons why the decision was not proper.

(B) At the time of filing the appellant shall pay the designated appeal fee, established by resolution of the city council from time to time.

(Ord. 2018-06 § 4, 2018.)

Cross References

Section 5.10.180(D)

5.10.170 Appeal hearing.

(A) Upon receipt of the written appeal, the city clerk shall set the matter for a hearing before the city manager. The city manager shall hear the matter de novo and shall conduct the hearing pursuant to the procedures set forth by the city.

(B) The appeal shall be held within a reasonable time after the filing the appeal, but in no event later than ninety days from the date of such filing. The city shall notify the appellant of the time and location at least ten days prior to the date of the hearing.

(C) At the hearing, the appellant may present any information they deem relevant to the decision appealed. The formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing.

(D) The decision of the city manager shall be final.

(Ord. 2018-06 § 4, 2018.)

Cross References

Section 5.10.130(E)

5.10.180 Permittee selection process.

(A) The city council shall adopt a procedure guideline and review criteria by which the top applicants in each category of each commercial cannabis business shall be evaluated in a final determination by the city manager.

(B) At least ten days prior to the public hearing, notice of the public hearing shall be sent to all property owners located within six hundred feet of the proposed business locations of each of the finalists to be considered by the city manager.

(C) The city manager shall either deny or approve the final candidates and shall select the top candidates in each category of the commercial cannabis businesses. The city manager's decision as to the selection of the prevailing candidates may be appealed to the city council.

(D) Issuance of a commercial cannabis business permit does not create a land use entitlement. The commercial cannabis business permit shall only be for a term of twelve months and shall expire at the end of the twelve month period unless it is renewed as provided herein. Furthermore, no permittee may begin operations, notwithstanding the issuance of a permit, unless all of the state and local laws and regulations, including, but not limited to, the requirements of this chapter and of the permit, have been complied with. Until a state license is available and obtained by the permitted operator as set forth in Section 5.10.160.

(E) If an application is denied, a new application may not be filed for one year from the date of the denial.

(F) Each person granted a commercial cannabis business permit shall be required to pay the permit fee established by resolution of the city council, to cover the costs of administering the commercial cannabis business permit program created in this chapter.

(Ord. 2018-06 § 4, 2018.)

5.10.190 Change in location—Updated registration form.

(A) Any time the commercial cannabis location specified in the regulatory permit is changed, the applicant shall re-register with the city manager. The process and the fees for re-registration

shall be the same as the process and fees set forth for registration in Sections 5.10.130(C) and 5.10.200(A).

(B) Within fifteen calendar days of any other change in the information provided in the registration form or any change in status of compliance with the provisions of this chapter, including any change in the commercial cannabis business ownership or management members, the applicant shall file an updated registration form with the city manager for review along with a registration amendment fee, as set forth in Sections 5.10.130(C) and 5.10.200(A).

(Ord. 2018-06 § 4, 2018.)

5.10.200 Transfer of cannabis business permit.

(A) The owner of a cannabis business permit shall not transfer ownership or control of the permit to another person or entity unless and until the transferee obtains an amendment to the permit from the city manager stating that the transferee is now the permittee. Such an amendment may be obtained only if the transferee files an application with the city manager in accordance with all provisions of this chapter (as though the transferee were applying for an original cannabis business permit) accompanied by a transfer fee in an amount set by resolution of the city council (or if not set, shall be the same amount as the application fee), and the city manager determines, after hearing, in accordance with this section that the transferee passed the background check required for permittees and meets all other requirements of this chapter.

(B) Commercial cannabis business permits issued through the grant of a transfer by the city manager shall be valid for a period of one year beginning on the day the city manager approves the transfer of the permit. Before the transferee's permit expires, the transferee shall apply for a renewal permit in the manner required by this chapter.

(C) Changes in ownership of a permittee's business structure or a substantial change in the ownership of a permittee business entity (changes of more than fifty-one percent of the original ownership), must be approved by the city manager through the transfer process contained in subsection A of this section. Failure to comply with this provision is grounds for permit revocation.

(D) A permittee may change the form of business entity without applying to the city manager for a transfer of permit, provided that either:

(1) The membership of the new business entity is substantially similar to original permit holder business entity (at least fifty-one percent of the membership is identical); or

(2) If the original permittee is an unincorporated association, mutual or public benefit corporation, agricultural or consumer cooperative corporation and subsequently transitions to or forms a new business entity as allowed under the MAUCRSA and to comply with Section 5.10.060(B), provided that the board of directors (or in the case of an unincorporated association, the individual(s) listed on the city permit application) of the original permittee entity are the same as the new business entity.

Although a transfer is not required in these two circumstances, the permit holder is required to notify the city manager in writing of the change within ten days of the change. Failure to comply with this provision is grounds for permit revocation.

(E) No commercial cannabis business permit may be transferred when the city manager has notified the permittee that the permit has been or may be suspended or revoked.

(F) Any attempt to transfer a commercial cannabis business permit either directly or indirectly in violation of this section is hereby declared void, and such a purported transfer shall be deemed a ground for revocation of the permit.

(Ord. 2018-06 § 4, 2018.)

Cross References

Section 5.10.190(A)

Section 5.10.190(B)

5.10.210 City business license.

Prior to commencing operations, a commercial cannabis business shall obtain a city of American Canyon business license.

(Ord. 2018-06 § 4, 2018.)

5.10.220 Building permits and inspection.

Prior to commencing operations, a commercial cannabis business shall be subject to a building inspection and must obtain all required permits and approvals which would otherwise be required for any business of the same size and intensity operating in that zoning district. This includes, but is not limited to, obtaining any required building permit(s), American Canyon fire protection district approvals, Napa County health department approvals and other applicable zoning and land use permit(s) and approvals.

(Ord. 2018-06 § 4, 2018.)

5.10.230 Certification from the community development director.

Prior to commencing operations, a commercial cannabis business must obtain a certification from the community development director certifying that the business is located on a site that meets all of the requirements of Title 19 of this code.

(Ord. 2018-06 § 4, 2018.)

5.10.240 Right to occupy and to use property.

As a condition precedent to the city's issuance of a commercial cannabis business permit pursuant to this chapter, any person intending to open and to operate a commercial cannabis business shall provide sufficient evidence of the legal right to occupy and to use the proposed location. In the

event the proposed location will be leased from the property owner, the applicant shall be required to provide a signed and notarized statement from the owner of the property, acknowledging that the property owner has read this chapter and consents to the operation of the commercial cannabis business on the owner's property.

(Ord. 2018-06 § 4, 2018.)

5.10.250 Location and design of cannabis businesses.

Cannabis businesses permitted to engage in testing labs or microbusinesses that include only indoor cultivation, distribution, manufacturing, and retail non-storefront, for cannabis and cannabis products are subject to the following zoning and locational requirements:

(A) All cannabis non-store front retail businesses must be located on property zoned GI (general industrial) and must meet all of the requirements for development in this zone; and

(B) Allowable cannabis businesses shall be located in the GI (general industrial) zoning district and must meet all of the requirements for development in this zoning district. The cannabis businesses must also meet all of the following distance requirements:

(1) Cannabis businesses shall be no closer than six hundred feet of any residentially zoned parcel in the city. The distance between the cannabis business and the residential parcel shall be measured from the outer boundaries of the residential parcel to the first structure on the property seeking the commercial cannabis permit.

(2) Cannabis businesses shall be no closer than six hundred feet from any parcel containing any of the following:

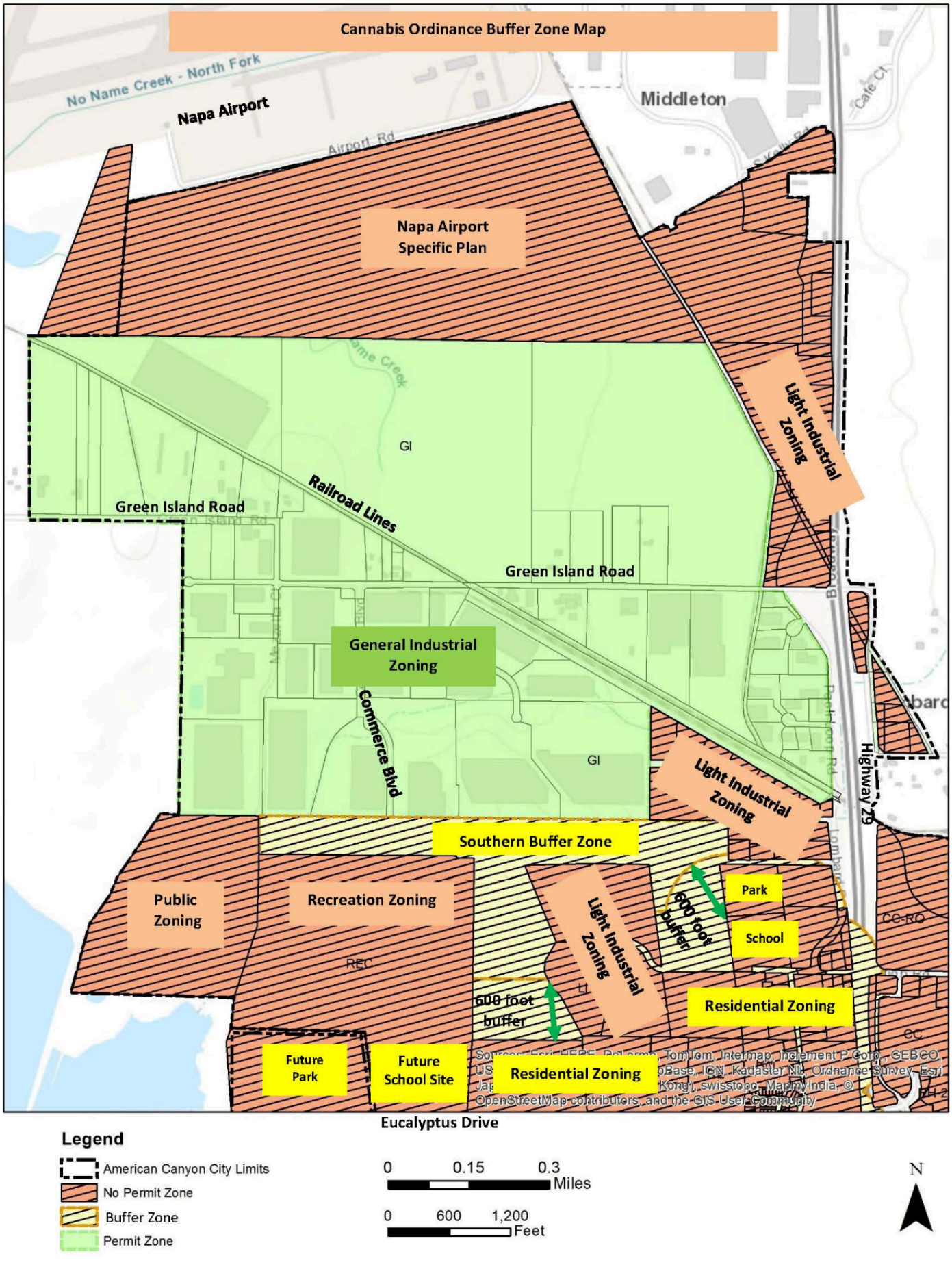
(a) A school providing instruction in kindergarten or any grades 1 through 12, (whether public, private, or charter, including pre-school, transitional kindergarten, and K-12);

(b) A commercial daycare center licensed by the city, county, or state that is in existence at the time the license is issued, unless the state licensing authority or the city specifies a different radius; or

(c) A youth center that is in existence at the time the license is issued, unless the state licensing authority or the city specifies a different radius.

(3) In addition to the separation standards described in subsections (B)(1) and (2) of this section, cannabis businesses in the general industrial zoning district may not locate within the "Southern Buffer Zone" as depicted in Figure 5.10.250.

Figure 5.10.250



(C) Each proposed cannabis business project shall:

(1) Conform with the city's general plan, any applicable specific plans, master plans, and design requirements.

(2) Comply with all applicable zoning and related development standards.

(3) Be constructed in a manner that minimizes odors to surrounding uses, and promotes quality design and construction, and consistency with the surrounding properties.

(4) Be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and all items required for the development.

(5) Be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.

(6) Be provided with adequate electricity, sewerage, disposal, water, fire protection and storm drainage facilities for the intended purpose.

(Ord. 2018-06 § 4, 2018.)

5.10.260 Limitations on city's liability.

To the fullest extent permitted by law, the city of American Canyon shall not assume any liability whatsoever with respect to having issued a commercial cannabis business permit pursuant to this chapter or otherwise approving the operation of any commercial cannabis business. As a condition to the approval of any commercial cannabis business permit, the applicant shall be required to meet all of the following conditions before they can receive the commercial cannabis business permit:

(A) Applicant shall execute an agreement, in a form approved by the city attorney, agreeing to indemnify, defend (at applicant's sole cost and expense), and hold the city of American Canyon, and its officers, officials, employees, representatives, and agents, harmless, from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to, the city's issuance of the commercial cannabis business permit, the city's decision to approve the operation of the commercial cannabis business or activity, the process used by the city in making

its decision, or the alleged violation of any federal, state or local laws by the commercial cannabis business or any of its officers, employees or agents.

(B) Applicant shall maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time to time by the city manager.

(C) Applicant shall reimburse the city of American Canyon for all costs and expenses, including, but not limited to, legal fees and costs and court costs, which the city of American Canyon may be required to pay as a result of any legal challenge related to the city's approval of the applicant's commercial cannabis business permit, or related to the city's approval of a commercial cannabis activity. The city of American Canyon may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

(Ord. 2018-06 § 4, 2018.)

5.10.270 Records and recordkeeping.

(A) Each owner and operator of a commercial cannabis business shall maintain a current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding an interest in the commercial cannabis business, and separately of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the commercial cannabis business. The register required by this paragraph shall be provided to the city manager upon a reasonable request.

(B) Each commercial cannabis business shall allow the city of American Canyon officials to have access to the business's books, records, accounts, together with any other data or documents relevant to its permitted commercial cannabis activities, for the purpose of conducting an audit or examination. Books, records, accounts, and any and all relevant data or documents will be produced no later than twenty-four hours after receipt of the city's request, unless otherwise

stipulated by the city. The city may require the materials to be submitted in an electronic format that is compatible with the city's software and hardware.

(Ord. 2018-06 § 4, 2018.)

5.10.280 Security measures.

(A) A permitted commercial cannabis business shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products, and to deter and prevent the theft of cannabis or cannabis products at the commercial cannabis business. Except as may otherwise be determined by the city manager, these security measures shall include, but shall not be limited to, all of the following:

(1) Alarm system (perimeter, fire, and panic buttons).

(2) Remote monitoring of alarm systems by licensed security professionals.

(3) Perimeter lighting systems (including motion sensors) for after-hours security.

(4) Perimeter security and lighting as approved by the police chief and director of community development.

(5) Prevent individuals from remaining on the premises of the commercial cannabis business if they are not engaging in an activity directly related to the permitted operations of the commercial cannabis business.

(6) Establish limited access areas accessible only to authorized commercial cannabis business personnel.

(7) Except for live growing plants which are being cultivated at a cultivation facility, all cannabis and cannabis products shall be stored in a secured and locked vault or vault equivalent. All safes and vaults shall be compliant with Underwriter Laboratories burglary-resistant and fire-resistant standards. All cannabis and cannabis products, including live plants that are being cultivated, shall be kept in a manner as to prevent diversion, theft, and loss.

(8) Install twenty-four-hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces within the commercial cannabis business which are open and accessible to the public, all interior spaces where cannabis, cash or currency, is being stored for any period of time on a regular basis and all interior spaces where diversion of cannabis could reasonably occur. All cameras shall record in color. All exterior cameras shall be in weather-proof enclosures, shall be located so as to minimize the possibility of vandalism, and shall have the capability to automatically switch to black and white in low light conditions.

Video recordings shall be maintained for a minimum of ninety days and shall be made available to the city manager upon request. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the commercial cannabis business, and shall be capable of enlargement via projection or other means. Internet protocol address information shall be provided to the American Canyon police department by the commercial cannabis business, to facilitate remote monitoring of security cameras by the department or its designee.

(9) Sensors shall be installed to detect entry and exit from all secure areas, and shall be monitored in real time by a security company licensed by the state of California Bureau of Security and Investigative Services.

(10) Panic buttons shall be installed in all commercial cannabis businesses with direct notification to American Canyon police department dispatch, and shall be configured to immediately alert dispatch for the American Canyon police department.

(11) A professionally installed, maintained, and monitored real-time alarm system by a security company licensed by the state of California Bureau of Security and Investigative Services.

(12) Security personnel shall be on-site twenty-four hours a day or alternative security as authorized by the city manager, and must have a verified response security patrol when closed. Security personnel shall be licensed by the state of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the city manager, with such approval not to be unreasonably withheld. Firearms may be carried by security personnel while they are on duty if authorized by the chief of police.

(13) Each commercial cannabis business shall have the capability to remain secure during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.

(14) Entrance areas are to be locked at all times and under the control of a designated responsible party that is either: (a) an employee of the commercial cannabis business; or (b) a licensed security professional.

(15) Each commercial cannabis business shall have an accounting software system in place to provide point of sale data as well as audit trails or both product and cash, where applicable.

(16) Each commercial cannabis business shall demonstrate to the chief of police, city manager, compliance with the state's track and trace system for cannabis and cannabis products, as soon as it is operational.

(17) Each commercial cannabis business shall have state of the art network security protocols in place to protect computer information and all digital data.

(18) Exterior vegetation shall be planted, altered and maintained in a fashion that precludes its use as a hiding place for persons on the premises.

(B) Each commercial cannabis business shall identify a designated security representative/liaison to the city of American Canyon, who shall be reasonably available to meet with the city manager regarding any security related measures or and operational issues. The designated security representative/liaison shall, on behalf of the commercial cannabis business, annually maintain a copy of the current security plan on the premises of the business, to present to the city manager upon request that meets the following requirements:

(1) Confirm that a designated manager will be on duty during business hours and will be responsible for monitoring the behavior of employees.

(2) Identify all managers of the commercial cannabis business and their contact phone numbers.

(3) Confirm that first aid supplies and operational fire extinguishers are located in the service areas and the manager's office.

(4) Confirm that burglar, fire, and panic alarms are operational and monitored by a licensed security company twenty-four hours a day, seven days a week, and provides contact information for each licensed security company.

(5) Identify a sufficient number of licensed, interior and exterior security personnel who will monitor individuals inside and outside the commercial cannabis business, the parking lot, and any adjacent property under the business's control.

(6) Confirm that the licensed security personnel shall regularly monitor the parking lot and any adjacent property to ensure that these areas are: (a) free of individuals loitering or causing a disturbance; (b) are cleared of employees and their vehicles one-half hour after closing.

(C) As part of the application and permitting process each commercial cannabis business shall have a storage and transportation plan, which describes in detail the procedures for safely and securely storing and transporting all cannabis, cannabis products, and any currency.

(D) The commercial cannabis business shall cooperate with the city whenever the city manager makes a request, without prior notice, to inspect or audit the effectiveness of any security plan or of any other requirement of this chapter.

(E) A commercial cannabis business shall notify the city manager within twenty-four hours after discovering any of the following:

(1) Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations adopted by the city manager.

(2) Diversion, theft, loss, or any criminal activity involving the commercial cannabis business or any agent or employee of the commercial cannabis business.

(3) The loss or unauthorized alteration of records related to cannabis, customers or employees or agents of the commercial cannabis business.

(4) Any other breach of security.

(F) Compliance with the foregoing requirements shall be verified by the city manager prior to commencing business operations. The city manager may supplement these security requirements once operations begin, subject to review by the city manager if requested by the business owner.

(Ord. 2018-06 § 4, 2018.)

5.10.290 Restriction on alcohol and tobacco sales.

(A) No person shall cause or permit the sale, dispensing, or consumption of alcoholic beverages on or about the premises of the commercial cannabis business.

(B) No person shall cause or permit the sale or tobacco products on or about the premises of the commercial cannabis business.

(Ord. 2018-06 § 4, 2018.)

5.10.300 Compliance with laws.

It is the responsibility of the owners and operators of the commercial cannabis business to ensure that it operates at all times in a manner compliant with all applicable state and local laws, and any regulations promulgated thereunder. Nothing in this chapter shall be construed as authorizing any actions that violate state law or local law with respect to the operation of a commercial cannabis business. It shall be the responsibility of the owners and the operators of the commercial cannabis business to ensure that the commercial cannabis business is, at all times, operating in a manner compliant with all applicable state and local laws, the Medical and Adult Use Cannabis and Regulation Act (MAUCRSA) any subsequently enacted state law or regulatory, licensing, or certification requirements, and any specific, additional operating procedures or requirements which may be imposed as conditions of approval of the commercial cannabis business permit. Nothing in this chapter shall be construed as authorizing any actions which violate state law with regard to the operation of a commercial cannabis business.

(Ord. 2018-06 § 4, 2018.)

5.10.310 Fees and charges.

(A) No person may commence or continue any commercial cannabis activity in the city, without timely paying in full all fees and charges required for the operation of a commercial cannabis activity. Fees and charges associated with the operation of a commercial cannabis activity shall be established by resolution of the city council which may be amended from time to time.

(B) All commercial cannabis businesses authorized to operate under this chapter shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees required under federal, state and local law. Each commercial cannabis business shall cooperate with the city with respect to any reasonable request to audit the commercial cannabis business's books and records for the purpose of verifying compliance with this section, including, but not limited to, a verification of the amount of taxes required to be paid during any period.

(Ord. 2018-06 § 4, 2018.)

5.10.320 Miscellaneous operating requirements.

(A) All cannabis and cannabis products sold, distributed or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the State and local regulations.

(B) Commercial cannabis businesses may operate only during the hours specified in the commercial cannabis business permit issued by the city.

(C) Restriction on Consumption. cannabis shall not be consumed by any employee on the premises of any commercial cannabis business.

(D) No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a commercial cannabis business permit, or on any of the vehicles owned or used as part of the commercial cannabis business. No outdoor storage of cannabis or cannabis products is permitted at any time.

(E) Emergency Contact. Each commercial cannabis business shall provide the city manager with the name, telephone number (both land line and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day.

(F) Signage and Notices.

(1) Business identification signage for a commercial cannabis business shall conform to the requirements of Chapter 19.23 of this code, including, but not limited to, seeking the issuance of a city sign permit.

(2) No signs placed on the premises of a commercial cannabis business shall obstruct any entrance or exit to the building or any window.

(3) Each entrance to a commercial cannabis business shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the commercial cannabis business is prohibited.

(G) Minors.

(1) Persons under the age of twenty-one years shall not be allowed on the premises of a commercial cannabis business and shall not be allowed to serve as a driver for a mobile delivery service. It is unlawful and a violation of this chapter for any person to employ any person at a commercial cannabis business who is not at least twenty-one years of age.

(2) The entrance to the commercial cannabis business shall be clearly and legibly posted with a notice that no person under the age of twenty-one years of age is permitted to enter upon the premises of the commercial cannabis business.

(H) Odor Control. Odor control devices and techniques shall be incorporated in all commercial cannabis businesses to ensure that odors from cannabis are not detectable off-site in accordance with Section 19.14.040(D)(2) of this code.

(I) Display of Permit and City Business License. The original copy of the commercial cannabis business permit issued by the city pursuant to this chapter and the city-issued business license shall be posted inside the commercial cannabis business in a location readily-visible to the public.

(J) Business Owner, Manager, and Supervisor Background Check. Pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which authorizes the city authorities to access state and local summary criminal history information for employment, licensing, or certification purposes; and authorizes access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation, every person listed as an owner, manager, and supervisor must submit fingerprints and other information deemed necessary by the chief of police for a background check by the city of American Canyon police department. Pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which requires that there be a requirement or exclusion from employment, licensing or certification based on specific criminal conduct on the part of the subject of the record. No person shall be issued a permit to operate a commercial

cannabis business or a related work permit unless they have first cleared the background check, as determined by the chief of police, as required by this section. A fee for the cost of the background investigation, which shall be the actual cost to the city of American Canyon to conduct the background investigation as it deems necessary and appropriate, shall be paid at the time the application for a commercial cannabis business permit is submitted.

(K) Employee and Contract Employee Background Check. Pursuant to city council resolution, employee and contract employee background checks will be provided by the city of American Canyon police department or a background check service under contract to the city.

(L) Loitering. The owner and/or operator of a commercial cannabis business shall prohibit loitering by persons outside the facility both on the premises and within fifty feet of the premises.

(M) Permits and Other Approvals. Prior to the establishment of any commercial cannabis business or the operation of any such business, the person intending to establish a commercial cannabis business must first obtain all applicable planning, zoning, building, and other applicable permits from the relevant governmental agency which may be applicable to the zoning district in which such commercial cannabis business intends to establish and to operate.

(Ord. 2018-06 § 4, 2018.)

5.10.330 Other operational requirements.

Prior to operating in the city and as a condition of issuance of a regulatory permit, the operator of each cannabis facility shall enter into an operational agreement with the city setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of this chapter, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare.

(Ord. 2018-06 § 4, 2018.)

5.10.340 Operating requirements for non-store front retailer.

(A) Non-store front retailer license owners and operators are required to verify the age and the necessary documentation of each medical customer to ensure the customer is not under the age of eighteen years, and to verify that the potential customer has a valid doctor's recommendation. Doctor recommendations are not to be obtained or provided at the retail location.

(B) Operating hours of the non-store front retailer shall be limited to between the hours of six a.m. through ten p.m., seven days a week.

(C) The commercial non-store front retailer shall only sell cannabis or cannabis products to a natural person twenty-one years of age or older, or a natural person eighteen years of age or older who possesses a physician's recommendation for cannabis medical use only.

(D) The commercial cannabis non-store front retailer may only have a quantity of cannabis and cannabis products on-site that is reasonably anticipated to meet the weekly sales demand.

(Ord. 2018-06 § 4, 2018.)

5.10.350 Non-store front retailer vehicle requirements.

Prior to commencing operations, a cannabis non-store front retailer shall provide the following information to the city as described in Section 19.37.040(A) of this code.

(Ord. 2018-06 § 4, 2018.)

5.10.360 Permissible delivery locations and customers.

Non-store front businesses permitted to engage in delivery of cannabis and cannabis products are subject to the following requirements:

(A) A cannabis business must be authorized by the city of American Canyon to deliver cannabis goods to a residential address in the city of American Canyon and/or to other jurisdictions in

which it is permitted to deliver cannabis goods.

(B) A licensed cannabis business shall not deliver cannabis goods to an address located on publicly owned land or any address on land or in a building leased by a public agency.

(C) A licensed cannabis business shall comply with all requirements of state and local law pertaining to the cannabis permit and all subsequent policies, procedures and regulations which may be amended by the city manager from time to time in order to enforce this chapter.

(Ord. 2018-06 § 4, 2018.)

Cross References

Section 5.10.400(D)

5.10.370 Retailer store front services shall not be permitted.

It is unlawful for any person, limited liability company, corporation, collective, cooperative or any other entity to manage or operate a store front facility in which customers are permitted on the premises for which it will sell, exchange, barter, transfer, and/or promote, any cannabis or cannabis products in the city for commercial purpose unless they have been issued a commercial cannabis permit pursuant to this chapter and authorized to conduct such activities.

(Ord. 2018-06 § 4, 2018.)

5.10.380 Operating requirements for cultivation facilities.

(A) Outdoor Cultivation Prohibited. The cultivation of all cannabis shall occur indoors. All outdoor cultivation is prohibited.

(B) In no case, shall cannabis plants or any cannabis parts be visible from a public or private road, sidewalk, park or any common public viewing area.

(C) Pesticides and fertilizers shall be properly labeled and stored to avoid contamination through erosion, leakage or inadvertent damage from pests, rodents or other wildlife.

(Ord. 2018-06 § 4, 2018.)

5.10.390 Operating requirements for testing labs.

(A) Testing labs shall be required to conduct all testing in a manner pursuant to Business and Professions Code Section 26100 and shall be subject to state and local law. Each testing lab shall be subject to additional regulations as determined from time to time as more regulations are developed under this chapter and any subsequent state of California legislation regarding the same.

(B) Testing labs shall conduct all testing in a manner consistent with general requirements for the competence of testing and calibrations activities, including sampling using verified methods.

(C) All cannabis testing laboratories performing testing shall obtain and maintain ISO/IEC 17025 accreditation as required by the Bureau of Cannabis Control.

(D) Testing labs shall destroy any harvest batch whose testing sample indicates noncompliance with health and safety standards required by the bureau unless remedial measures can bring the cannabis or cannabis products into compliance with quality standards as specified by law and implemented by the bureau.

(E) Each operator shall ensure that a testing laboratory employee takes the sample of cannabis or cannabis products from the distributor's premises for testing required by state law and that the testing laboratory employee transports the sample to the testing laboratory.

(F) Except as provided by state law, a testing laboratory shall not acquire or receive cannabis or cannabis products except from a licensee in accordance with state law, and shall not distribute, sell, or dispense cannabis, or cannabis products, from the licensed premises from which the cannabis or cannabis products were acquired or received. All transfer or transportation shall be performed pursuant to a specified chain of custody protocol.

(G) A testing laboratory may receive and test samples of cannabis or cannabis products from a qualified patient or primary caregiver only if the qualified patient or primary caregiver presents the qualified patient's valid physician's recommendation for cannabis for medicinal purpose. A testing lab shall not certify samples from a qualified patient or primary caregiver for resale or transfer to another party or licensee. All tests performed by a testing laboratory for a qualified patient or primary caregiver shall be recorded with the name of the qualified patient or primary caregiver and the amount of the cannabis or cannabis products received.

(Ord. 2018-06 § 4, 2018.)

5.10.400 Cannabis manufacturing—Edibles and other cannabis products—Sale or distribution of edible and other cannabis products.

(A) Cannabis manufacturing facilities requiring a Type-6, Type-7, Type S, or any subsequent created manufacturing state license (using non-volatile and volatile solvents) as defined in MAUCRSA, may be permitted to operate within those zoning districts as defined in Title 19 of this code.

(B) Any compressed gases used in the manufacturing process shall not be stored on any property within the city of American Canyon in containers that exceeds the amount, which is approved by the American Canyon fire protection district and authorized by the regulatory permit. Each site or parcel subject to a commercial cannabis business permit shall be limited to a total number of tanks as authorized by the American Canyon fire protection district on the property at any time.

(C) Cannabis manufacturing facilities may use the hydrocarbons N-butane, isobutane, ethanol, propane, or heptane or other solvents or gases exhibiting low to minimal potential human-related toxicity approved by the community development department. These solvents must be of at least ninety-nine percent purity and any extraction process must use them in a professional grade closed loop extraction system designed to recover the solvents and work in an environment with proper ventilation, controlling all sources of ignition where a flammable atmosphere is or may be present.

(D) If an extraction process uses a professional grade closed loop CO_2 gas extraction system, every vessel must be certified by the manufacturer for its safe use as referenced in Section 5.10.360.

The CO_2 must be of at least ninety-nine percent purity.

(E) Closed loop systems for compressed gas extraction systems must be commercially manufactured and bear a permanently affixed and visible serial number.

(F) Certification from an engineer licensed by the state of California must be provided to the community development department for a professional grade closed loop system used by any commercial cannabis manufacturing manufacturer to certify that the system was commercially manufactured, is safe for its intended use, and was built to codes of recognized and generally accepted good engineering practices, including, but not limited to:

(1) The American Society of Mechanical Engineers (ASME);

(2) American National Standards Institute (ANSI);

(3) Underwriters Laboratories (UL); or

(4) The American Society for Testing and Materials (ASTM).

(G) The certification document must contain the signature and stamp of the professional engineer and serial number of the certified extraction unit.

(H) Professional closed loop systems, other equipment used, the extraction operation, and facilities must be approved for their use by the building official and the American Canyon fire protection district and meet any required fire, safety, and building code requirements specified in the California Building Reference Codes.

(I) Cannabis manufacturing facilities may use heat, screens, presses, steam distillation, ice water, and other methods without employing solvents or gases to create keef, hashish, bubble hash, or infused dairy butter, or oils or fats derived from natural sources, and other extracts.

(J) Cannabis manufacturing facilities may use food grade glycerin, ethanol, and propylene glycol solvents to create or refine extracts. Ethanol should be removed from the extract in a manner to recapture the solvent and ensure that it is not vented into the atmosphere.

(K) Cannabis manufacturing facilities creating cannabis extracts must develop standard operating procedures, good manufacturing practices, and a training plan prior to producing

extracts for the marketplace.

(L) Any person using solvents or gases in a closed looped system to create cannabis extracts must be fully trained on how to use the system, have direct access to applicable material safety data sheets, and handle and store the solvents and gases safely.

(M) Parts per million for one gram of finished extract cannot exceed state standards for any residual solvent or gas when quality assurance tested.

(Ord. 2018-06 § 4, 2018.)

5.10.410 Promulgation of regulations, standards and other legal duties.

(A) In addition to any regulations adopted by the city council, the city manager is authorized to establish any additional rules, regulations and standards governing the issuance, denial or renewal of commercial cannabis business permits, the ongoing operation of commercial cannabis businesses and the city's oversight, or concerning any other subject determined to be necessary to carry out the purposes of this chapter.

(B) Regulations shall be published on the city's website.

(C) Regulations adopted by the city manager shall become effective upon date of publication. Commercial cannabis businesses shall be required to comply with all state and local laws and regulations, including, but not limited to, any rules, regulations or standards adopted by the city manager.

(D) Testing labs, distribution facilities and special events shall be subject to state law and shall be subject to additional regulations as determined from time to time as more regulations are developed under subsection A of this section and any subsequent state of California legislation regarding the same.

(Ord. 2018-06 § 4, 2018.)

5.10.420 Community relations.

(A) Each commercial cannabis business shall provide the name, telephone number, and email address of a community relations contact to all businesses and residences located within one hundred feet of the commercial cannabis business.

(B) During the first year of operation pursuant to this chapter, the owner, manager, and community relations representative from each commercial cannabis business holding a permit issued pursuant to this chapter shall attend meetings with the city manager, and other interested parties as deemed appropriate by the city manager, to discuss costs, benefits, and other community issues arising as a result of implementation of this chapter. After the first year of operation, the owner, manager, and community relations representative from each such commercial cannabis business shall meet with the city manager when and as requested by the city manager.

(C) Commercial cannabis businesses to which a permit is issued pursuant to this chapter shall develop a city approved public outreach and educational program for youth organizations and educational institutions that outlines the risks of youth addiction to cannabis, and that identifies resources available to youth related to drugs and drug addiction.

(Ord. 2018-06 § 4, 2018.)

5.10.430 Fees deemed debt to the city of American Canyon.

The amount of any fee, cost or charge imposed pursuant to this chapter shall be deemed a debt to the city of American Canyon that is recoverable via an authorized administrative process as set forth in the American Canyon Municipal Code, or in any court of competent jurisdiction.

(Ord. 2018-06 § 4, 2018.)

5.10.440 Permit holder responsible for violations.

The person to whom a permit is issued pursuant to this chapter shall be responsible for all violations of the laws of the state of California or of the regulations and/or the ordinances of the

city of American Canyon, whether committed by the permittee or any employee or agent of the permittee, which violations occur in or about the premises of the commercial cannabis business whether or not said violations occur within the permit holder's presence.

(Ord. 2018-06 § 4, 2018.)

5.10.450 Inspection and enforcement.

The city manager, charged with enforcing the provisions of this chapter may enter the location of a commercial cannabis business at any time during the hours of operation and without notice to obtain samples of the cannabis to test for public safety purposes. Any samples obtained by the city of American Canyon shall be logged, recorded, and maintained in accordance with established procedures by the city of American Canyon city manager or these regulations.

(Ord. 2018-06 § 4, 2018.)

5.10.460 Compliance with state regulation.

It is the stated intent of this chapter to regulate commercial cannabis activity in the city of American Canyon in compliance with all provisions MAUCRSA and any subsequent state legislation.

(Ord. 2018-06 § 4, 2018.)

5.10.470 Violations declared a public nuisance.

Each and every violation of the provisions of this chapter is hereby deemed unlawful and a public nuisance.

(Ord. 2018-06 § 4, 2018.)

5.10.480 Each violation a separate offense.

Each and every violation of this chapter shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the city of American Canyon. Additionally, as a nuisance per se, any violation of this chapter shall be subject to injunctive relief, any permit issued pursuant to this chapter being deemed null and void, disgorgement and payment to the city for any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The city of American Canyon may also pursue any and all remedies and actions available and applicable under state and local laws for any violations committed by the commercial cannabis business or persons related to, or associated with, the commercial cannabis activity. Additionally, when there is determined to be an imminent threat to public health, safety or welfare, the city manager, may take immediate action to temporarily suspend a commercial cannabis business permit issued by the city, pending a hearing before the city manager.

(Ord. 2018-06 § 4, 2018.)

5.10.490 Criminal penalties.

Each and every violation of the provisions of this chapter may in the discretion of the district attorney or city attorney be prosecuted as a misdemeanor and upon conviction be subject to a fine not to exceed one thousand dollars or imprisonment in the County Jail for a period of not more

than twelve months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.

(Ord. 2018-06 § 4, 2018.)

5.10.500 Remedies cumulative and not exclusive.

The remedies provided herein are not to be construed as exclusive remedies. The city is authorized to pursue any proceedings or remedies provided by law.

(Ord. 2018-06 § 4, 2018.)

Chapter 5.12 CARDROOMS

5.12.010 Concurrent regulation with the state.

It is the stated intent of the ordinance codified in this chapter to regulate cardrooms and tables within the city, concurrently with the state of California, to the extent authorized by and as required by, Business and Professions Code Section 19800, (popularly referred to as the "Gambling Control Act" and, together with the regulations of the state of California Department of Justice Division of Gambling Control promulgated thereunder, hereinafter collectively referred to in this chapter as the "Act").

(Ord. 99-17 § 1, 1999.)

5.12.020 Cardroom permit required.

It is unlawful for the operator, or any person having charge, control or management of any establishment, social club, or place of business open to the public, or to which an admission fee is charged, to conduct, operate, or participate in any card game, or to permit or suffer upon or in such

premises the conduct or operation of any card game regulated by the Act, or participation therein by others, unless such operator or other person having charge, control, or management of such establishment, club or place of business shall have first obtained from the state of California a cardroom permit to conduct such card game.

(Ord. 9917 § 1, 1999; Ord. 2001-06 § 1, 2001.)

Cross References

Section 5.12.050

5.12.030 Cardroom permit—Original application—Renewal.

(A) An application for a cardroom permit, or for the renewal of a cardroom permit, shall submit an application to the chief of police of the city ("chief"), which application shall be under oath, and shall include, among other things, the true names and addresses of all persons financially interested in the business and the plan for patron security and safety required by Section 5.12.170. The term "persons financially interested" means and shall include all persons who share in the profits of the business, on the basis of gross or net revenue. The past criminal record, if any, of the applicant and of all persons financially interested in the business shall be shown on the application. The application shall also be accompanied by fingerprints and recent photographs of the applicant and of all persons financially interested in the business, and an amount equal to any fingerprint processing fee required by the city.

(B) An application for renewal of a cardroom permit need not be accompanied by fingerprints or a recent photo or such fee if the application for renewal contains no additional names to the original cardroom permit application.

(C) An application for renewal of a cardroom permit shall be completed and filed within thirty days prior to expiration of the existing permit. If an application for renewal is not filed, or the application fee is not paid within the thirty day time limit, the cardroom permit shall expire one year after the date of its issuance or last renewal.

(D) A cardroom permit may be issued only to citizens or legal residents of the United States.

(Ord. 99-17 § 1, 1999.)

5.12.040 Cardroom permit—Conditions of denial—Appeal.

(A) The chief shall deny an original or renewal of a cardroom permit application to any applicant who is disqualified for any of the following reasons:

(1) Failure of the applicant to clearly establish eligibility and qualification in accordance with this chapter;

(2) Failure of the applicant to provide the information, documentation and assurances required by this chapter or requested by the chief, or failure of the applicant to reveal any fact material to qualifications, or the supplying of information that is untrue or misleading as to a material fact pertaining to the qualification criteria;

(3) Conviction of the applicant of any felony, including a conviction by a federal court or a court in another state for a crime that would constitute a felony if committed in California;

(4) Conviction of the applicant of any misdemeanor involving dishonesty or moral turpitude within the ten-year period immediately preceding the submission of the application;

(5) Association of the applicant with criminal profiteering activity or organized crime, as defined by Penal Code Section 186.2;

(6) Contumacious defiance by the applicant of any legislative investigatory body, or other official investigatory body of any state or of the United States, when that body is engaged in the investigation of crimes relating to gambling, official corruption related to gambling activities, or criminal profiteering activity or organized crime, as defined by Penal Code Section 186.2;

(7) The applicant is less than twenty-one years of age.

(B) The action of the chief denying a cardroom permit on the basis of this section shall be subject to appeal to the city council. Notice of such appeal shall be filed with the city clerk within

ten days after notice of denial of the permit. Upon failure to file notice of appeal within the ten day period, the action of the chief denying the permit shall be final and conclusive.

(Ord. 99-17 § 1, 1999.)

5.12.050 Cardroom permit—Fee.

Every person conducting, carrying on or managing a cardroom, or permitting the conduct or operation of any card game in premises open to the public, or to which an admission fee is charged, as provided in Section 5.12.020 of this chapter, whether separately or in conjunction with any other business, shall pay to the city the sum of five hundred dollars annually, payable in advance, plus an additional permit fee of two hundred dollars annually, payable in advance, for each table in such cardroom or cardrooms. The city council may change such fees by resolution adopted from time to time.

(Ord. 99-17 § 1, 1999.)

5.12.060 Cardroom permit—Display.

Cardroom permits shall be prominently displayed in the cardroom area.

(Ord. 99-17 § 1, 1999.)

5.12.070 Cardroom permit—Restrictions and nonassignability.

(A) No person shall be granted a permit to operate more than one cardroom.

(B) No cardroom permit shall be sold, transferred or assigned by the permittee or by operation of law. Any sale, transfer or assignment, or attempt to sell, transfer or assign the permit shall be deemed to constitute a voluntary surrender of the permit, which shall thereafter be deemed terminated and void. This section does not restrict the right of any cardroom owner to sell, transfer

or assign ownership interest in the cardroom itself. Anytime a cardroom changes ownership, the new owner must apply and qualify for a cardroom permit as provided by this chapter.

(C) The city council may, by resolution, in the best interest of the public welfare, limit the number of cardroom permits issued within the city.

(Ord. 99-17 § 1, 1999.)

5.12.080 Cardroom work permit—Application and denial.

(A) Cardroom employees must obtain a cardroom work permit from the chief. For the purpose of this chapter, "cardroom employees" are defined to include dealers, overseers and others directly connected with the operation and supervision of card tables, and excludes waiters, waitresses, bartenders, culinary workers and others not connected with such operation and supervision. Applications for cardroom work permits shall be submitted under oath and contain the past criminal record, if any, of the applicant, and such information as may be deemed necessary by the chief to determine whether the applicant is a proper person to be issued a cardroom work permit. The application also shall be accompanied by fingerprints, a recent photograph of the applicant and an amount equal to any fingerprint processing fee required by the city.

(B) A cardroom work permit shall not be issued to any person who would be disqualified from holding a state gambling license for the reasons specified in subsections (a) through (g) of Section 19859 of the Act, or regarding whom the Division of Gambling Control of the state of California has filed an objection with the city.

(C) The chief may deny issuance of a cardroom work permit for any further cause deemed reasonable by the chief. The action of the chief denying a cardroom work permit on the basis of this section shall be subject to appeal to the city council. Notice of such appeal shall be filed with the city clerk within ten days after notice of denial of the permit. Upon failure to file notice of appeal within the ten day period, the action of the chief denying the permit shall be final and conclusive.

(D) Cardroom work permits shall be prominently displayed in the cardrooms when the holder of the permit is working.

(E) Each application for a cardroom work permit shall be accompanied by a fee of two hundred dollars. The fee shall not be returned in the event that the permit is refused, revoked or suspended, as provided in this chapter. The permit shall be valid for one year from the date of issue; however, it may be prorated quarterly. The date of expiration shall be prominently displayed on the face of the permit.

(F) The holder of a cardroom work permit shall not be restricted as to place of employment.

(Ord. 99-17 § 1, 1999; Ord. 2007-04 § 2, 2007.)

5.12.090 Permit revocation or suspension.

The chief may revoke or suspend, and take possession of any cardroom permit or cardroom work permit issued under this chapter, upon any violation of the provisions of this chapter. The action of the chief shall be subject to appeal to the city council. Notice of such appeal shall be filed with the city clerk within ten days after notice of revocation or suspension action. Upon failure to file notice of appeal within the ten day period, the revocation or suspension of the permit shall be final and conclusive.

(Ord. 99-17 § 1, 1999.)

Cross References

Section 5.12.260(C)

5.12.100 Hours of operation.

Before any cardroom shall be allowed to operate, each cardroom and each owner, manager and operator of a cardroom, shall adopt a schedule of hours of operation, which such schedule shall first be approved by the police chief. Each cardroom shall conspicuously post schedules of its hours of operations at all entrances and exits of the premises in which the cardroom is operating in order to give law enforcement officials and patrons adequate notice of the hours during which the

cardroom will be open for business. Cardrooms which comply with all requirements of this chapter shall be authorized to operate twenty-four hours each day.

(Ord. 99-17 § 1, 1999.)

5.12.110 Playing fees—Posting required.

Each establishment having a cardroom open to the public shall prominently post signs, in English and Spanish languages, stating the fees charged for playing cards in such cardrooms.

(Ord. 99-17 § 1, 1999.)

5.12.120 Number of card tables permitted in each cardroom.

The total number of card tables allowed in each establishment issued a cardroom permit shall not exceed sixteen.

(Ord. 99-17 § 1, 1999; Ord. 2021-04 § 2, 2021.)

5.12.130 Number of card tables permitted within the city.

The total number of card tables permitted within the city shall not exceed sixteen.

(Ord. 99-17 § 1, 1999; Ord. 2021-04 § 3, 2021.)

5.12.140 Wagering limits.

There shall be no wagering limits at cardrooms within the city.

Such rules for wagering limits shall be conspicuously posted at or near each card table within a cardroom in order to give patrons adequate notice of the applicable wagering limits.

(Ord. 2007-04 § 1, 2007.)

5.12.150 Operation restrictions.

(A) No tables other than a table for which a permit has been issued shall be kept or maintained in the same room in which there is a kept or maintained or operated a card game or a card table permitted under the provisions of this chapter.

(B) No premises shall be licensed for a card game or card table without approval, both as to location and the number of tables for the location, by both the city building department and the subsidiary fire protection district of the city.

(C) A card game or card table permit does not authorize the permittee to engage in any other business, and in the event that the permittee conducts another business or businesses, the permittee must secure any additional city licenses or permits otherwise required for such other business or businesses.

(Ord. 99-17 § 1, 1999.)

5.12.160 Location of cardroom establishments.

(A) A cardroom permit is valid only for the location provided for in the permit.

(B) In the interest of promoting the public peace, safety and general welfare, as may be authorized by applicable law, any new cardrooms shall be prohibited in any of the following locations:

(1) On a parcel with any type of residential zoning;

(2) Within one thousand feet of the following areas:

(a) Public or private pre-school or K-12 school,

(b) A licensed hospital, medical clinic, alcohol or other drug abuse recovery or treatment center, or community care residential facility providing mental and/or social rehabilitation services,

(c) A public park or playground,

(d) A public library,

(e) A church;

(3) Licensed cardrooms existing within the city of American Canyon as of the passage date of the ordinance codified in this chapter are exempt from subsections (B) and (C) of this section.

(C) The footage distance shall be measured from the closest point on the exterior property lines of the cardroom establishment to the closest point on the exterior property lines of the other property.

(Ord. 99-17 § 1, 1999.)

5.12.170 Patron security and safety in and around a cardroom establishment.

(A) Each applicant for a cardroom permit, at the time of application, and each holder of a cardroom permit annually thereafter, at the time of permit renewal, shall present a plan for security and safety of patrons of the cardroom in and around the cardroom establishment. The plan shall set forth such provisions as are necessary to ensure the safety and security of patrons, including measures taken or instituted to avoid follow home robberies. The holder of a cardroom permit shall be liable for the safety and security of patrons to the fullest extent under the law. Any effort on the part of a cardroom permittee to limit such liability shall be clearly posted in such a manner as to give adequate notice to patrons. The plan shall include a detailed summary of all known incidents involving or affecting patron security and safety in and around the cardroom establishment for the preceding year.

(B) The chief may require, in his or her discretion, all cardroom permittees to implement reasonable security measures to insure the safety of patrons including, but not limited to, hiring private uniformed security guards. If security guards are required, the chief shall determine the number and hours of coverage.

(C) During all hours of operation, doors to the cardroom establishment shall be unlocked and accessible to the general public and open to police inspection. Cardrooms shall be located and so arranged that card tables and the players at the tables are plainly visible from the door opening of the cardroom when the door is opened. No wall, partition, screen or similar structure between the front door opening and any card table located in the cardroom shall be permitted if it interferes with such visibility. The requirement that all card tables and players at the tables are plainly visible from the door opening of the cardroom may be accomplished by a video surveillance system with storage capability that provides twenty-four hour surveillance of each table in a cardroom, subject to city or regulator inspection. The referenced video surveillance system must be approved by the city.

(Ord. 99-17 § 1, 1999; Ord. 2021-04 § 4, 2021.)

Cross References

Section 5.12.030(A)

5.12.180 Minors prohibited.

No persons under the age of twenty-one shall be permitted in or about any cardroom establishment.

(Ord. 99-17 § 1, 1999.)

5.12.190 Loitering prohibited.

No cardroom owner, operator or employee shall permit any person to loiter within the cardroom while card games are in progress.

(Ord. 99-17 § 1, 1999.)

5.12.200 Persons under the influence of alcohol, narcotics or drugs prohibited.

No cardroom owner, operator or employee shall permit any person to enter or remain on the premises of a cardroom, or to play any card game while such person is under the influence of any intoxicating beverage, narcotic, or drug.

(Ord. 99-17 § 1, 1999.)

5.12.210 New cardrooms prohibited.

(A) The issuance of any new cardroom permits or the commencement or operation of any new cardrooms or card games is prohibited.

(B) The cardrooms presently operating within the city are specifically exempt from this prohibition as long as the required permits are obtained and annually renewed.

(Ord. 99-17 § 1, 1999.)

5.12.220 Violations and penalties.

Any person guilty of violating any of the provisions of this chapter, or performing any act declared by this chapter to be unlawful, shall be deemed guilty of a misdemeanor, and upon conviction

thereof shall be punished by a fine and/or imprisonment, in accordance with the general penalty provision then in effect in the city.

(Ord. 99-17 § 1, 1999.)

5.12.230 Purpose and Intent.

This chapter, Sections 5.12.230 through 5.12.380 (hereinafter referred to as "Cardroom Tax Provisions"), are enacted solely to raise revenue for municipal purposes and are not intended for regulation.

5.12.240 Definitions.

The words and phrases used in the cardroom tax provisions shall have the meaning prescribed to them in this section unless they are specifically defined in these cardroom tax provisions or unless the context clearly requires to the contrary:

"Cardroom establishment" means and includes any building, structure, place or location wherein cardroom activities take place pursuant to this chapter of the American Canyon Municipal Code.

"Cardroom event" means any card games, cardroom activities or cardroom tournaments permitted by this chapter and/or the California Business and Professions Code Section 19800 et seq., and the State of California Department of Justice Division of Gambling Control.

"Gross receipts tax" or "tax" means a tax on a cardroom's gross revenues for each quarter, beginning January 1, 2013.

"Gross revenues" means the definition of "gross table gaming revenue" as reported to the California Gambling Control Commission and the California Department of Justice Bureau of Gaming Control.

"Permittee" means a person who has been issued a cardroom permit under this chapter.

(Ord. 2010-11 § 1, 2010; Ord. 2013-05 § 1, 2013.)

5.12.250 Payment of tax.

(A) Effective January 1, 2013, each cardroom establishment shall pay to the city, on a quarterly basis, a gross receipts tax of two and one-half percent of its quarterly gross revenues.

(B) The gross receipts tax shall increase to three percent, effective upon the earlier of either of the following dates:

(1) March 27, 2017; or

(2) One year after the city authorizes cardroom operators in the city to operate sixteen tables.

(C) The tax imposed by the gross receipts tax provisions of this chapter is in addition to any other tax, license or permit fee that may be required of any person by the American Canyon Municipal Code or any other ordinance of the city.

(D) All taxes, interest and penalties received pursuant to the gross receipts tax provisions shall be deposited in the general fund.

(Ord. 2010-11 § 1, 2010; Ord. 2013-05 § 1, 2013.)

5.12.255 Statement of revenues.

Before the thirtieth day following the end of each quarter, the licensee shall file with the city finance department, a statement, under oath, showing the true and correct amount of gross revenues for the preceding quarter. A signed declaration shall be attached to the statement included therein, which shall be in substantially the same form as: "I hereby declare under penalty

of perjury that the foregoing is true and correct." Pursuant to Section 5.12.260 of this chapter, the city shall have the right to audit matters reported in the statement to

determine the accuracy of the figures contained therein.

(Ord. 2013-05 § 1, 2013.)

5.12.260 Audit of reports.

(A) The books, records, statements and accounts of any permittee may be inspected and audited by the city.

(B) Such an inspection and audit may be performed by the director of finance, city auditor or a qualified accountant or city official who shall be selected by the director of finance.

(C) Any failure or refusal of any permittee to pay such sums by way of taxes when the same are due and payable in accordance with the gross receipts tax provisions of this chapter, or to permit such inspection of such books, records and accounts of such permittee shall be and constitute full and sufficient grounds for suspension or revocation of any cardroom permit issued to the permittee pursuant to Section 5.12.090.

(Ord. 2010-11 § 1, 2010; Ord. 2013-05 § 1, 2013.)

Cross References

Section 5.12.255

5.12.265 Gross receipts tax exemption.

Provided that the permittee has entered into a development agreement pursuant to Government Code Section 65864 et seq., with the city, for any related expansion of the permittee's cardroom premises, or any increase in the number of cardroom tables allowed, or any intensification of use

of the premises, the payment schedule of the development agreement shall apply and the city shall not impose the gross receipts tax.

(Ord. 2010-11 § 1, 2010; Ord. 2013-05 § 1, 2013.)

5.12.270 Payment—Time limits.

(A) All taxes imposed by the gross receipts tax provisions of this chapter shall be due and payable within thirty days of the end of each quarter.

(B) In the case of a cardroom which is discontinued, dissolved or otherwise terminated before the expiration of a tax period, the due date for any taxes accrued and owing to the city under the gross receipts tax provisions of this chapter shall be the date of termination of the cardroom business.

(Ord. 2010-11 § 1, 2010; Ord. 2013-05 § 1, 2013.)

Cross References

Section 5.12.290

5.12.280 Payments and communications made by mail.

(A) Whenever any payment, statement, report, request or other communication received by the director of finance is received after the time prescribed by the gross receipts tax provisions of this chapter for the receipt thereof, but is in an envelope bearing a postmark showing that it was mailed prior to the time prescribed in this chapter for the receipt thereof, the director of finance may regard such payment, statement, report, request or other communication as having been timely received.

(B) If the due day falls on Saturday, Sunday or a holiday, the due day shall be the next regular business day on which City Hall is open to the public.

(Ord. 2010-11 § 1, 2010; Ord. 2013-05 § 1, 2013.)

5.12.290 When taxes deemed delinquent.

Unless otherwise specifically provided under other provisions of this chapter, all taxes required to be paid pursuant to the gross receipts tax provisions of this chapter shall be deemed delinquent if not paid on or before the due date specified in Section 5.12.270.

(Ord. 2010-11 § 1, 2010; Ord. 2013-05 § 1, 2013.)

5.12.300 Notice not required by city.

The director of finance is not required to send a delinquency or other notice or bill to any permittee subject to the gross receipts tax provisions of this chapter, and failure to send such notice or bill shall not affect the validity of any tax, interest or penalty due under the provisions of this chapter.

(Ord. 2010-11 § 1, 2010; Ord. 2013-05 § 1, 2013.)

5.12.310 Penalty and interest for delinquency.

In addition to any other penalties or fines, civil or criminal, any permittee who fails or refuses to pay any tax required to be paid pursuant to the gross receipts tax provisions of this chapter on or before the due date shall pay, in addition to the tax, penalties and interest as follows:

A penalty equal to ten percent of the amount of the unpaid tax in addition to the amount of the tax, plus interest of one and one-half percent per month or fraction thereof on the amount of tax,

exclusive of penalties, on the unpaid tax calculated from the due date of the tax until the date of payment.

(Ord. 2010-11 § 1, 2010; Ord. 2013-05 § 1, 2013.)

5.12.320 Rules and regulations—Apportionment.

For purposes of apportionment of the tax as may be required by law and for purposes of administration and enforcement of the gross receipts tax provisions of this chapter generally, the director of finance may from time to time promulgate administrative rules and regulations.

(Ord. 2010-11 § 1, 2010; Ord. 2013-05 § 1, 2013.)

5.12.330 Tax deemed debt to city.

The amount of any tax, penalties and interest imposed by the gross receipts tax provisions of this chapter shall be deemed a debt to the city, and any permittee carrying on any business without having paid the tax under the gross receipts tax provisions of this chapter to the city shall be liable to an action in the name of the city and in any court of competent jurisdiction for the amount of the tax, and penalties and interest imposed on such business.

(Ord. 2010-11 § 1, 2010; Ord. 2013-05 § 1, 2013.)

5.12.340 Deficiency determinations.

(A) If the director of finance is not satisfied that the amount of tax is correctly computed, the director may compute and determine the amount to be paid and make a deficiency determination upon the basis of the facts contained in the statement or upon the basis of any information in the director's possession or that may come into the director's possession.

(B) One or more deficiency determinations of the amount of tax due for period or periods may be made.

(C) When a permittee discontinues engaging in a cardroom business, a deficiency determination may be made at any time within three years thereafter as to any liability arising from engaging in such business whether or not a deficiency determination is issued prior to the date the tax would otherwise be due.

(D) Whenever a deficiency determination is made, a notice shall be given to the permittee concerned in the same manner as notices of assessment are given under Section 5.12.360.

(Ord. 2010-11 § 1, 2010; Ord. 2013-05 § 1, 2013.)

5.12.350 Tax assessment—Nonpayment—Fraud.

(A) Under any of the following circumstances, the director of finance may make and give notice of an assessment of the amount of tax owed by a permittee under the gross receipts tax provisions of this chapter:

(1) If the permittee has not paid any tax due under the gross receipts tax provisions of this chapter;

(2) If the permittee has not, after demand by the director of finance, paid any additional amount of tax due under the gross receipts tax provisions of this chapter;

(3) If the director of finance determines that the nonpayment of any tax due under the gross receipts tax provisions of this chapter is due to fraud, a penalty of twenty-five percent of the amount of the tax shall be added thereto from the date the tax is due in addition to penalties and interest otherwise stated in the gross receipts tax provisions of this chapter.

(B) The notice of assessment shall separately set forth the amount of any tax known or estimated by the director of finance to be due, after full consideration of all information within his or her knowledge concerning the cardroom business and activities of the permittee assessed and

shall include the amount of any penalties or interest accrued on each amount to the date of the notice of assessment.

(Ord. 2010-11 § 1, 2010; Ord. 2013-05 § 1, 2013.)

Cross References

Section 5.12.370(E)

5.12.360 Tax assessment—Notice requirements.

The notice of assessment shall be served upon the permittee either by handing it to the permittee personally, or by a deposit of the notice in the United States mail, postage prepaid thereon, addressed to the permittee at the address of the location of the business appearing on the face of the permit issued under this chapter to the permittee or to such other address as he or she shall register with the director of finance for the purpose of receiving notices provided under this chapter. For the purposes of this section, a service by mail is complete at the time of deposit in the United States mail.

(Ord. 2010-11 § 1, 2010; Ord. 2013-05 § 1, 2013.)

Cross References

Section 5.12.340(D)

5.12.370 Tax assessment—Hearing.

(A) Within ten days after the date of service, the permittee may apply in writing to the director of finance for a hearing on the assessment.

(B) If application for a hearing before the director of finance is not made within the time herein prescribed, the tax assessed by the director of finance shall become final and conclusive.

(C) Within thirty days of the receipt of any such application for hearing, the director of finance shall cause the matter to be set for hearing before him or her not later than thirty days after the

date of application, unless a later date is agreed to by the director of finance and the permittee requesting the hearing.

(D) Notice of such hearing shall be given by the director of finance to the permittee requesting such hearing not later than five days prior to such hearing. At such hearing said permittee may appear and offer evidence why the assessment as made by the director of finance should not be confirmed and fixed as a tax.

(E) After such hearing the director of finance shall determine and reassess the proper tax to be charged and shall give written notice thereof to the permittee in the manner prescribed in Section 5.12.350 for giving notice of assessment.

(Ord. 2010-11 § 1, 2010; Ord. 2013-05 § 1, 2013.)

5.12.380 Conviction for chapter violation—Taxes not waived.

(A) The conviction and punishment of any permittee for failure to pay the required tax shall not excuse or exempt such permittee from any civil action for the tax debt unpaid at the time of such conviction.

(B) No civil action shall prevent a criminal prosecution for any violation of the provisions of this chapter or of any state law requiring the payment of all taxes.

(Ord. 2010-11 § 1, 2010; Ord. 2013-05 § 1, 2013.)

Cross References

Section 5.12.230

Chapter 5.16 VEHICLES FOR HIRE/TAXI SERVICES

5.16.010 Definitions.

As used in this chapter:

"Driver" means every person in charge or control of any vehicle for hire as the driver thereof.

"Owner" means every person owning or controlling any vehicle for hire.

"Taximeter" means an instrument or device attached to a public passenger vehicle for hire by means of which instrument or device the charge authorized for hire of such vehicle is mechanically calculated either on a basis of distance traveled or for waiting time, or a combination thereof, which charge shall be indicated upon such taximeter by means of figures in dollars and cents; and every taximeter shall be installed in such a manner as to permit the passenger to see the amount of the fare as the same is registered.

"Vehicle for hire" means a motor vehicle operated for hire in the transportation of a person or persons over the public streets of the city at a rate per mile or for waiting time, or a combination thereof, operating not over a defined route but as to route and destination in accordance with and under the direction of the person or persons hiring such vehicle, irrespective of whether such operation extends beyond the corporate limits of the city; such definition, however, shall not include ambulances.

(Ord. 2004-11 § 1, 2004.)

5.16.020 Permit required.

It is unlawful for any owner or driver to operate and for any owner to permit the operation of any vehicle for hire in the city unless both the owner and driver of such vehicle shall have obtained a

written permit to do so as herein provided and have paid any license fee required by Section 5.04.410 of this code.

(Ord. 2004-11 § 1, 2004.)

5.16.030 Permit—Application required—Contents.

Application for a vehicle for hire permit shall be made to the city and shall contain the following information with respect to the applicant:

(A) A statement of whether applicant is the owner or driver, or both of a vehicle(s) for hire;

(B) Applicant's name, address, age and whether he or she is a citizen;

(C) Applicant's past experience in operating motor vehicles and names and addresses of his or her employers during the preceding three years;

(D) The number and type of existing driving licenses issued to applicant by the state Department of Motor Vehicles;

(E) Whether or not a license, issued up to applicant by such department, or any other governmental agency, has ever been revoked;

(F) A list of all crimes of which applicant has been convicted including misdemeanor traffic violations;

(G) If applicant is a driver, the name and address of the owner or the owners by whom he or she will be employed; and if the applicant is an owner, then the name and address of all drives whom he or she employs within the city;

(H) Number, kind, type and condition of vehicles to be operated;

(I) Location of off-street parking stands;

(J) The financial responsibility of the applicant and likelihood of the proposed service being permanent, responsible and satisfactory;

(K) Any additional information which may be required.

(Ord. 2004-11 § 1, 2004.)

5.16.040 Application under oath—False statements.

It is unlawful for an owner or driver to make any false or misleading statement in such application.

(Ord. 2004-11 § 1, 2004.)

5.16.050 Application fee.

Applicable application and fingerprinting fees shall be paid by each applicant at the time of submitting an application for a permit under this chapter.

(Ord. 2004-11 § 1, 2004.)

5.16.060 Business license application fees and taxes.

Applicable business license application fees and business license taxes shall be paid by owner applicants at the time of submitting an application for a permit under this chapter.

(Ord. 2004-11 § 1, 2004.)

5.16.070 Fingerprinting and photographing applicant.

All applicants shall be fingerprinted and shall furnish with their application two recent photographs, size one and one-half inches by one and one-half inches, one to be filed with the application and one to be securely attached to the permit if applicant qualifies for the issuance thereof.

(Ord. 2004-11 § 1, 2004.)

5.16.080 Consideration, action on application/vehicle for hire by police chief.

(A) The police chief shall set a hearing for the vehicle for hire "owner" application, and shall give five days written notice of the hearing to all existing licensed vehicle for hire businesses in this city. The police chief shall hear such application and all interested parties, and, if in his or her determination, granting the permit to such applicant would be for the public convenience and in the best interests of this city and its inhabitants, then the police chief may grant such permit. Upon the granting of such permit applicant shall pay all license fees required by the city, and conform to all the regulations of this code and laws relative to the operations of vehicles for hire in this city. If a permit is granted the applicant, the police chief shall issue a nontransferable permit upon such form as he or she may prescribe. The permit will also enable the "owner" to be a "driver" of such vehicles.

(B) The police chief shall consider each vehicle for hire "driver" application. If the police chief finds that there are no grounds to deny such application, the police chief shall issue a permit to drive on such form as he or she may prescribe.

(Ord. 2004-11 § 1, 2004.)

5.16.090 Grounds for permit denial.

A permit may be denied any "driver" applicant or "owner" applicant on the following grounds:

(A) If the applicant is under the age of twenty-one years;

(B) If the applicant has been convicted of a felony;

(C) If the applicant has been convicted in a court of competent jurisdiction of an offense involving lewd conduct; or an offense involving the use of force and violence upon the person of another, or a crime requiring regulation under Section 290 of the state Penal Code, or of any violation of Sections 311 through 311.7, 314, 315, 316, 318 or 647(a), (b) or (d) of the state Penal Code;

(D) If the applicant has been convicted of either driving a vehicle upon the highway while under the influence of intoxicating liquors or narcotic drugs, or reckless driving, or is otherwise unfit to operate a vehicle for hire, either as an owner or as a driver;

(E) If the applicant has knowingly and with intent to deceive made any false, misleading or fraudulent statement of facts in the permit application or in any other document required by the city in conjunction therewith;

(F) If the owner applicant is unable to prove that they are covered by an appropriate and required insurance policy;

(G) Applicant's character and reputation are such as to class him/her in the sound discretion of the police chief as morally unfit to operate a vehicle for hire, as an owner or a driver;

(H) If the required findings cannot be made;

(I) For any other reason which the police chief, in the exercise of sound discretion, considers sufficient grounds for denial of a permit.

(Ord. 2004-11 § 1, 2004.)

Cross References

Section 5.16.100(B)

5.16.100 Appeal to council.

(A) Any interested person may appeal the decision of the police chief under this chapter to the council. Such appeal shall be taken by filing with the city clerk a written statement of the grounds for appeal no later than fourteen days after notice of the decision of permit denial, suspension, alteration, or revocation has been given.

(B) The city clerk shall set the appeal for hearing before the council and shall give five days written notice of the hearing to the applicant. In the event that the appeal is relative to an "owner" application, notice shall also be given to all existing licensed vehicle for hire businesses in the city. The council shall hear all interested parties and, if in its determination, public convenience requires the granting of the permit and that the granting of the permit to the applicant would be in the best interests of this city and its inhabitants, the council shall grant such permit. The council may deny a permit to any applicant on the grounds set forth in Section 5.16.090 of this chapter.

(Ord. 2004-11 § 1, 2004.)

5.16.110 Permit duration.

During the month of January each year, drivers shall submit a current California Department of Motor Vehicles driving record report for review. A permit issued under this chapter shall continue in effect until suspended or revoked.

(Ord. 2004-11 § 1, 2004.)

5.16.120 Driver to carry permit.

When a driver has obtained a permit, the driver must carry it upon his or her person at all times while he or she is driving a vehicle for hire in the city.

(Ord. 2004-11 § 1, 2004.)

5.16.130 Permit suspension, alteration, revocation.

The police chief may at any time after a hearing, suspend, alter, amend or revoke any permit or license upon any of the grounds on which he or she might have denied a permit in the first instance.

(Ord. 2004-11 § 1, 2004.)

5.16.140 Notice of changes in conditions.

If the holder of a permit is an owner, he or she shall notify the police chief in writing of all changes in the personnel of his or her drivers; and if such holder is a driver, he or she shall notify the police chief in writing, of any changes of the owner for whom he or she is driving. Failure to comply with this requirement within two days of such change shall constitute an additional ground for revocation of a permit.

(Ord. 2004-11 § 1, 2004.)

5.16.150 Financial responsibility.

(A) Every owner of a vehicle used in the transportation of passengers for hire, including vehicles for hire, shall maintain a public carrier liability insurance policy issued by an insurance company authorized/admitted to do business in California with minimum limits of one million dollars single limit for bodily injury and property damage naming the city of American Canyon as an additional insured. Every such policy of insurance shall continue to the full amount thereof, notwithstanding any recovery thereon, and the liability of the insurer shall not be affected by the insolvency or bankruptcy of the insured.

(B) The insurance policy required hereunder shall extend for the period to be covered by the license applied for and the insurer shall be obliged to give not less than thirty days written notice, to the finance department and to the assured, before any cancellation or termination thereof earlier than its expiration date. The expiration, cancellation or other termination of any such policy shall automatically revoke and terminate the vehicle for hire permit covered by such policy,

unless another insurance policy complying with the provisions of this section is provided and in effect at the time of such expiration, cancellation or termination.

(Ord. 2004-11 § 1, 2004.)

5.16.160 Taximeter required for certain rentals.

Every vehicle for hire with a rate based on mileage and time of less than a one-hour increment shall be equipped with a taximeter.

(Ord. 2004-11 § 1, 2004.)

Chapter 5.20 CABLE SYSTEMS AND OPEN VIDEO SYSTEMS

Article I General

5.20.010 Purpose.

The purpose of this chapter is to:

Establish a local policy concerning cable systems, open video systems, and private communication systems that use the public rights-of-way;

Promote the availability of diverse, multimedia information resources to the community; enhance educational opportunities throughout the community and build a stronger community;

Encourage the provision of advanced and competitive cable or open video system services on the widest possible basis to the businesses, institutions and residents of the city;

Encourage economic development while preserving aesthetic and other community values and prevent proliferation of above-ground facilities; and

Encourage universal access to video programming services for all residents and businesses.

(Ord. 2005-03, 2005.)

5.20.020 Definitions.

For the purposes of this chapter, the following terms, phrases, words, and abbreviations shall have the meanings given in this chapter. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; and words in the singular number include the plural number; and the masculine gender includes the feminine gender. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined in this chapter shall have the same meaning as in Title VI of the Communications Act of 1934, as amended, 47 U.S.C. § 521 et seq., and, if not defined therein, their common and ordinary meaning. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to in this chapter are renumbered, then the reference shall be read to refer to the renumbered provision. References to laws, ordinances or regulations shall be interpreted broadly to cover government actions, however nominated, and include laws, ordinances and regulations now in force or hereinafter enacted or amended.

"Access," "PEG access," or "PEG use" refers to the availability of a cable system or open video system for public, education or government use (including institutional network use) by various agencies, institutions, organizations, groups, and individuals, including the city of American Canyon and its designated access providers, to acquire, create, and distribute programming not under a franchisee's editorial control, including, but not limited to:

1. "Public access" or "public use" means access where organizations, groups, or individual members of the general public, on a nondiscriminatory basis, are the primary or designated programmers or users having editorial control over their communications;

2. "Education access" or "education use" means access where accredited educational institutions are the primary or designated programmers or users having editorial control over

their communications;

3. "Government access" or "government use" means access where government institutions or their designees are the primary or designated programmers or users having editorial control over their communications.

"Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person.

"Basic service" means any service tier regularly provided to all subscribers which includes the retransmission of local television broadcast signals.

"Cable Act" means the Cable Communications Policy Act of 1984, 47 U.S.C. § 521 et seq., as amended by the Cable Television Consumer Protection and Competition Act of 1992, as further amended by the Telecommunications Act of 1996, as further amended from time to time.

"Cable communications system" refers to open video systems (OVS) and cable systems.

"Cable service" means:

1. The one-way transmission to subscribers of (i) video programming, or (ii) other programming service; and

2. Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

"Cable system" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using, or connecting to a facility that uses, any public right-of-way within the city of American Canyon; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II (Common Carriers) of the Communications Act of 1934, as amended, except that such facility shall be considered a cable system to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) any facilities of any electric utility used solely for operating its electric

utility systems; or (E) an OVS that is certified by the FCC. Any reference to a cable system includes the cable system as a whole, or any part thereof, including all facilities, pedestals, equipment cabinets, electronic equipment and devices appurtenant to the system.

"Channel" means a portion of the electromagnetic frequency spectrum which is used in a cable system or OV S and which is capable of delivering a television signal whether in an analog or digital format. The definition does not restrict the use of any channel to the transmission of analog television signals or one-way transmission.

"City" means the city of American Canyon in its present incorporated form and all departments, divisions, and agencies thereof, or any later reorganized, consolidated, enlarged or reincorporated form.

"City manager" means the city manager or the city manager's designee.

"Construction, operation or repair" and similar formulations of that term means the named actions interpreted broadly, encompassing, among other things, installation, extension, maintenance, replacement of components, relocation, undergrounding, grading, site preparation, adjusting, testing, make-ready and excavation.

"Downstream channel" means a channel designed and activated to carry a transmission from the headend to other points on a cable communications system, including interconnections.

"FCC" means the federal communications commission.

"Franchise" refers to an authorization granted by the city to the operator of a cable communications system giving the operator the nonexclusive right to occupy the space, or use facilities upon, across, beneath, or over public rights-of-way in the city, to provide specified services within a franchise area.

"Franchise area" means the area of the city that a franchisee is authorized to serve by the terms of its franchise or by operation of law.

"Franchise fee" means:

1. In consideration of the grant and exercise of a franchise to construct, install, operate, or provide services using facilities in the public rights-of-way, a grantee shall pay to the city a

franchise fee expressed as a percentage of gross revenues. The franchise shall specify the fee to be paid, and the gross revenues to be included in the fee calculation. If a franchise granted pursuant to this chapter specifies a franchise fee established as the result of limiting applicable law, the city shall have the option to renegotiate the amount of the franchise fee upon a change in applicable law. Nothing in this chapter requires a person to pay amounts in excess of any limits that may be established by state or federal law;

2. UVPP Fees. A UVPP that provides services using a cable system for which charges are assessed to subscribers, but are not received by the franchisee, shall pay a fee in lieu of a franchise fee on such service pursuant to the franchise fee calculation contained in the cable system franchise.

"Franchisee or grantee" refers to a person holding a cable communications system franchise granted by the city.

"Gross revenues" means all cash, credits, property, or other consideration of any kind or nature received directly or indirectly by a grantee or its affiliates, from any source whatsoever arising from, attributable to, or in any way derived from a grantee's operation of a cable system within the franchise area. Gross revenues include, but are not limited to, fees charged to subscribers for basic service; fees charged to subscribers for any optional, premium, per-channel, or per-program service; monthly fees charged to subscribers for any tier of service other than basic service; installation, disconnection, reconnection, and change-in-service fees; leased channel fees; fees, payments, or other payment received as consideration from programmers for carriage of programming on the cable system; converter rentals or sales; studio rental, production equipment, and personnel fees; advertising revenues, including a per capita share of advertising revenues for advertising carried on more than one cable system; revenues from home shopping channel; sales of programming guides; and such other revenue sources as may now exist or hereafter develop. The definition shall be interpreted in a manner which manner that permits the city to collect the maximum franchise fee permitted by law, irrespective of the source of revenue. Gross revenues, however, shall not include any bad debt (defined as unpaid subscriber or advertiser accounts), any taxes on services furnished to a grantee and imposed directly upon any subscriber or user by the state, city, or other governmental unit and collected by a grantee on behalf of the governmental unit. The amount paid as a franchise fee shall not be deducted from gross revenues unless required to be deducted under federal law.

"Operator" when used with reference to a system, refers to a person (a) who, directly or through one or more affiliates, provides service over a cable communications system and directly or through

one or more affiliates owns a significant interest in such facility; or (b) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a facility.

"OVS" means an open video system. A reference to an OVS includes pedestals, equipment enclosures (such as equipment cabinets), amplifiers, power guards, nodes, cables, fiber optics and other equipment necessary to operate the OVS, or installed in conjunction with the OVS.

"Person" means and includes any individual, corporation, partnership, association, joint stock company, trust, or any other legal entity, but not the city.

"Public property" means any property that is owned or under the control of the city that is not a public right-of-way, including, for purposes of this chapter, but not limited to, buildings, parks, poles, structures in the public rights-of-way such as utility poles and light poles, or similar facilities or property owned by or leased to the city.

"Public rights-of-way" means the surface of and the space above and below any street, road, highway, freeway, bridge, lane, path, alley, court, sidewalk, parkway, drive, or right-of-way or easement primarily dedicated to travel, whether on property owned by the city, containing easements benefiting the city, or on private roads or streets on private property, now or hereafter existing within the city which may be properly used for the purpose of installing, maintaining, and operating a cable communications system; and any other property that a franchisee is entitled by state or federal law to use by virtue of the grant of a franchise.

"Revocation" means the city's affirmative act of terminating a franchise.

"School" means any accredited primary school, secondary school, college and university.

"Subscriber" means the city or any person who is lawfully receiving, for any purpose or reason, any cable service via a cable communications system with franchisee's express permission, whether or not a fee is paid for such service.

"Termination" means the conclusion of a franchise by any means, including, but not limited to, by expiration of its term, abandonment or revocation.

"Transfer" means any transaction in which: (1) all or a portion of any facilities or any rights to use or operate facilities located in the public rights-of-way are sold, conveyed, transferred, assigned, encumbered (except as provided in Section 5.20.120(B)) or leased, in whole or in part, directly or

indirectly, by one or more transactions to another person, whether voluntarily or by operation of law or otherwise; or (2) there is any change, acquisition, or transfer in the identity of the person in control of the grantee, or any person that controls grantee, including, without limitation, forced or voluntary sale, merger, consolidation, or receivership; or (3) the rights or obligations under the franchise are sold, conveyed, transferred, assigned, encumbered (except as set forth in this chapter) or leased, in whole or in part, directly or indirectly, by one or more transactions to another person, whether voluntarily or by operation of law or otherwise. It will be presumed, for purposes of clause (2) above, that any transfer or cumulative transfer of a voting interest by a person or group of persons acting in concert of ten percent or more of grantee, or person that controls grantee, or any change in the managing general partners of a grantee is a change of control. "Transfer" does not include: (1) a lease to a UVPP pursuant to 47 U.S.C. § 532 or 573; (2) the transmission of a commodity or electronic signal using facilities on a common carrier basis; or (3) a lease or other right to use facilities mandated pursuant to 47 U.S.C. § 224. "Transferring" and "transferee" shall have correlative meanings.

"Upstream channel" means a channel designed and activated to carry transmissions from a point on the cable communications system, other than the headend, to the headend or another point on the cable communications system.

"User" means a person or the city utilizing a channel, capacity or equipment and facilities for purposes of producing or transmitting material, as contrasted with the receipt thereof in the capacity of a subscriber.

(Ord. 2005-03, 2005.)

Cross References

Section 5.20.120(A)

5.20.030 Franchise required.

No person may construct or operate a cable communications system in the city without first obtaining a grant of a franchise from the city.

(Ord. 2005-03, 2005.)

5.20.040 Exceptions to franchise requirement.

The following persons or entities shall not be required to obtain a franchise under this title:

A UVPP (unaffiliated video program provider) that is only delivering cable service or other communications service (as that term is used in 47 U.S.C. § 542(h)) to subscribers.

(Ord. 2005-03, 2005.)

5.20.050 Failure to obtain a franchise.

A person's failure to obtain a franchise as required by this chapter may, in the city's discretion, result in:

(A) Forfeiture, by operation of law, of the person's cable communication system located in the public rights-of-way that are not authorized by an existing franchise; and/or

(B) A requirement that the cable communication system be removed, and that penalties and damages be paid.

(Ord. 2005-03, 2005.)

5.20.060 Existing franchises.

Franchises existing as of the effective date of this chapter shall, in addition to all the obligations and duties prescribed by the terms of their existing franchises, be subject to the substantive and procedural requirements in this chapter, except as prohibited by applicable law and to the extent such requirements conflict with a specific provision of the pre-existing franchise. Nothing in this chapter is intended to invalidate a lawful, existing franchise or to waive any obligations imposed by such a franchise.

(Ord. 2005-03, 2005.)

5.20.070 Form of franchise.

A franchise shall be issued in the form of written agreement, approved by resolution of the city council, and must be accepted by the franchisee to become effective.

(Ord. 2005-03, 2005.)

5.20.080 Filing an application.

A person seeking to (1) obtain a franchise; (2) transfer a franchise; (3) extend the term of an existing franchise; (4) renew a franchise; or (5) modify an existing franchise, shall submit a signed original of its application and six copies to the city clerk. The city clerk shall make an application available for public inspection. The application must conform to all of the requirements of this chapter. Requests for other types of franchise modifications may be processed by the city without an application, and submitted for approval. However, nothing in this chapter shall prevent the city from requiring an application in the event the city determines, based on the nature of the requested modification, that the public interest would best be served by the submission of an application pursuant to this chapter.

(Ord. 2005-03, 2005.)

5.20.090 Application fee.

(A) Reasonable Costs. An applicant shall pay all reasonable costs incurred by the city related to the processing of any application. Processing costs shall include, but not be limited to, the costs of services rendered by any city employee, agent or representative, including consultants and attorneys.

(B) The initial deposit of the application fee for the consideration of an application for issuance, renewal, transfer, or modification of a franchise shall be in the amount of five thousand dollars, which deposit shall be submitted with the application. The city may, as costs are incurred, draw upon the deposit to recover its processing costs, including, but not limited to, the reasonable cost of outside consultants retained by the city related to the city's consideration and processing of a franchise. The city manager, at any time, may require the applicant to deposit additional sums if it appears that the initial deposit or subsequent deposits will be exhausted prior to the final action by the city relating to the consideration by the city of an application for issuance, renewal, transfer, or modification of a franchise. The applicant will not be entitled to further consideration by the city of its requested action until such time as the additional deposit required by the city manager has been deposited with the city. In the event the amount of the deposit of an applicant is in excess of the amount of the processing costs of the city related to the action requested, then the applicant shall be entitled to a return of any such excess amount. In addition, an applicant that is awarded a franchise shall pay the city a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of a franchise. Such payment shall be made to the finance director of the city within thirty days after the city furnishes the franchisee with a statement of such expenses.

(Ord. 2005-03, 2005.)

5.20.100 Nature of franchise.

(A) Scope. A franchise granted pursuant to this chapter shall authorize and permit a franchisee to construct, operate, maintain and repair a cable system, or an OVS (as applicable) to provide cable service in the city, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain facilities appurtenant to such system in, on, over, under, upon, across, and along the public rights-of-way, and along such other public property that the city may authorize a franchisee to use.

(B) Nothing Passes by Implication. A franchise shall not convey rights other than as specified in this chapter, or in a franchise agreement; no rights shall pass by implication.

(C) Franchise Not in Lieu of Other Authorizations. A franchise shall not include, or be a substitute for:

(1) Compliance with requirements for the privilege of transacting and carrying on a business within the city, including, but not limited to, complying with the conditions the city may establish before constructing facilities for, or providing, noncable services;

(2) Any permit, agreement or authorization of general applicability required in connection with operations on or in public rights-of-way or public property, including by way of example and not limitation, encroachment permits for street construction;

(3) Any permits or agreements for occupying any other property of the city or private entities to which access is not specifically granted by the franchise.

(D) Franchisee Must Comply with Other Laws. A franchise does not relieve a franchisee of its duty to comply with all the city ordinances and regulations of general applicability, and every franchisee must comply with the same. Likewise, the rights granted under a franchise are subject to the exercise of police and other powers the city now has or may later obtain, including but not limited to the power of eminent domain.

(E) Franchise Not a Grant of Property Rights. A franchise does not convey title, equitable or legal, in the public rights-of-way. Rights granted may not be subdivided or subleased.

(F) Possessory Interest of Public Property. A franchise granted pursuant to this chapter shall notify the franchisee of potential tax liability for property taxes pursuant to Cal. Rev. and Tax Code § 107.6.

(G) Franchise Nonexclusive. No franchise shall be exclusive, or prevent the city from issuing other franchises or authorizations, or prevent the city from itself constructing, operating, or repairing its own cable communications system with a franchise.

(H) Franchise Term. Every franchise shall be for a term of years, which term shall be specified in the franchise.

(I) Costs Borne by Franchisee. Unless otherwise specifically stated in a franchise, or required by law, all acts which a franchisee is required to perform under the franchise or applicable law must be performed at the franchisee's expense.

(J) Failures to Perform. If a cable communications system operator fails to perform work that it is required to perform within the time provided for performance, the city may perform the work and bill the operator therefor. The operator shall pay the amounts billed within thirty days. Nothing in this section shall preclude the city from exercising any other remedies available at law or in equity if the cable communications system operator fails to perform work that it is required to perform within the time provided for performance.

(Ord. 2005-03, 2005.)

5.20.110 Administration of ordinance; adoption of regulations.

(A) Adoption of Regulations. The city may from time to time adopt regulations to implement the provisions of this chapter. This chapter, and any regulations adopted pursuant to the ordinance codified in this chapter, are not contracts with any franchisee, and may be amended at any time. In the event of any conflict between the terms and provisions of a franchise or franchises and this chapter,

the terms and provisions of this chapter shall prevail.

(B) Delegation. The city manager or his or her designees are authorized to administer the provisions of this chapter and any franchise issued pursuant thereto, and to provide any notices (including noncompliance notices) and to take any action on the city's behalf that may be required hereunder or under applicable law.

(C) No Waiver. The failure of the city, upon one or more occasions, to exercise a right or to require compliance or performance under a franchise or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing.

(D) Administration of Public, Educational and Government Access. The city may designate one or more entities, including itself, to control and manage the use of public, educational and

governmental access channels, facilities and equipment.

(Ord. 2005-03, 2005.)

5.20.120 Transfers.

(A) Prior Approval Required. Every franchise shall be deemed to be held in trust, and to be personal to the franchisee. Any transfer that is made without the prior approval of the city shall be deemed invalid. A transfer is defined in Section 5.20.020 ("Upstream Channel").

(B) Exception for Mortgages. Notwithstanding any other provision of this chapter, pledges in trust, mortgages, or encumbrances against the facilities or any portion thereof of a cable communications system operator given to a bona fide institutional lender in connection with a loan or other financing required to secure the construction, operation, or repair of the facilities ("loan") may be made without application and without the city's prior consent. However, a loan shall require the city's prior consent unless it does each of the following: (1) requires the cable communication system operator or any successor to comply with the franchise or applicable law; or (2) requires the bona fide institutional lender to require the entity operating the cable system on its behalf to comply with each of the terms of the franchise; or (3) prohibits a third party to succeed to the interest of the operator, or to own or control the system, without the prior consent of the city. Any mortgage, pledge or lease shall be subject to and subordinate to the rights of the city under any franchise, this chapter or other applicable law.

(Ord. 2005-03, 2005.)

Cross References

Section 5.20.020

5.20.130 General conditions upon construction, operation and repair.

(A) Franchisee Must Follow Local Rules. The construction, operation, and repair of cable communications systems shall be performed in compliance with all laws, ordinances, departmental rules, regulations, and practices of general applicability affecting such system. By

way of example, and not limitation, this includes zoning and safety codes, construction standards, regulations for providing notice to persons that may be affected by system construction, and directives governing the time, place and manner in which facilities may be installed in the public rights-of-way. Persons engaged in the construction, operation, or repair of communications facilities shall exercise reasonable care in the performance of all their activities and shall use commonly accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.

(B) No Permit Without Franchise. A franchise is required before a permit may be issued for work associated with the construction of a cable communications system. Any permit issued for such work to a person that does not hold a franchise shall vest no rights in the permittee; the permit may be revoked at will, and the permittee shall remove all facilities installed under the permit upon the city's demand.

(C) Permits Must Be Obtained. Construction, operation, or repair of a cable communications system shall not commence until all required permits have been obtained from the proper city officials and all required fees have been paid. All work performed will be performed in strict accordance with the conditions of the permit. Upon order of the city, any work and/or construction undertaken that is not completed in compliance with the city's requirements, or which is installed without obtaining necessary permits and approvals shall be removed or worked halted until such permits are obtained.

(D) No Interference. Interference with the use of the public rights-of-way by others, including others that may be installing cable communications systems, must be minimized. The city may require a person using the public rights-of-way to cooperate with others through joint trenching and other arrangements to minimize adverse impacts on the public rights-of-way.

(E) Plans for and Publicizing Work. Work shall be publicized as the city may direct from time to time. The publication of work may be used to notify the public and operators of other communications systems, of the impending work, in order to minimize inconvenience and disruption to the public. The city shall approve or disapprove any work or work plan submitted.

(1) Each cable communications system operator shall provide the city a plan for any initial system construction, or for any substantial rebuild, upgrade or extension of its facility, which shall show its timetable for construction of each phase of the project, and the areas of the city that will be affected.

(2) The city may from time to time, when the city receives an application for a permit to use a particular route, or upon the city's own initiative, designate by published order a route or proposed route for installation of communications facilities and may (a) require all persons who wish to emplace underground facilities along that route or any part thereof to install them during a specified period and (b) otherwise prohibit emplacement of such facilities along the route or any part thereof for twenty-four months or after such other, longer period as is necessary to protect the public interest.

(F) Existing Poles To Be Used. To the extent possible, operators of cable communications systems shall use existing poles and conduit. Additional poles may not be installed in the right-of-way without the permission of the city, nor may pole capacity be increased by vertical or horizontal extenders.

(1) To minimize disruption of public passage or infrastructure, to forestall or relieve exhaustion of public rights-of-way capacity, or to protect environmentally sensitive areas, the city may require as a condition of issuing any public rights-of-way permit for erection of new poles or construction of underground conduit, the installation of which requires excavation of or along any traveled way, that the franchisee, licensee, or holder of the rights-of-way permit provide pole space or empty conduits in excess of its own present and reasonably foreseeable requirements for the purpose of accommodating the city and/or other franchisees.

(G) Undergrounding.

(1) Whenever all existing utilities are located underground in an area in the city, every cable communications system operator in the same area must locate its cable communications system underground except where the city agrees to permit the cable communication system operator to do otherwise.

(2) Whenever the owner of a pole locates or relocates underground within an area of the city, every cable communications system operator in the same area shall concurrently relocate its facilities underground.

(3) The city manager may, for good cause shown, exempt a particular system or facility or group of facilities from the obligation to locate or relocate facilities underground, where relocation is impracticable, where ordinary engineering practices make undergrounding impractical, or where the city and the subscriber's interest can be protected in another manner. Nothing in this

subsection prevents the city from ordering communications facilities to be located or relocated underground under other provisions of the city code.

(H) Prompt Repairs. Any and all public rights-of-way, other public property, or private property that is disturbed or damaged during the construction, operation, maintenance or repair of a cable communications system shall be promptly repaired by the operator. Public property and public rights-of-way must be restored to the satisfaction of the city and to a condition as good or better than before the disturbance or damage occurred. No tree trimming shall be performed without the permission of the city and other affected authorities, and any tree trimming must be performed in strict accordance with the city code.

(I) Movement of Facilities for Government.

(1) A cable communications system operator shall, by a time specified by the city, protect, support, temporarily disconnect, relocate, or remove any of its property when required by the city by reason of traffic conditions; public safety; public rights-of-way construction and repair (including regrading, resurfacing or widening); public right-of-way vacation; construction, installation or repair of sewers, drains, water pipes, power lines, signal lines, tracks, or any other type of government owned system or utility, public work, public facility, or improvement; or for any other purpose where the work involved would be aided by the removal or relocation of the cable communications system. Collectively, such matters are referred to below as the "public work."

(2) Except in the case of emergency, the city shall provide written notice describing where the public work is to be performed at least one week prior to the deadline by which a cable communications system operator must protect, support, temporarily disconnect, relocate or remove its facilities. Such action on the part of the franchisee shall be undertaken at no cost to the city. Provided that, in an emergency, or where a cable communications system creates or is contributing to an imminent danger to health, safety, or property, the city may protect, support, temporarily disconnect, remove, or relocate any or all parts of the cable communications system without further notice, and charge the cable communications system operator for costs reasonably incurred.

(J) Movement for Others.

(1) To accommodate the construction, operation, or repair of the facilities of another person authorized to use the public rights-of-way or public property, a franchisee shall, by a time specified by such person, protect, support, temporarily disconnect, temporarily relocate or remove its

facilities. The franchisee must be given written notice describing where the construction, operation or repair is to be performed at least fifteen days prior to the time by which its work must be completed. The costs to accommodate the construction, operation, or repair of the facilities of another person as provided in this chapter shall be the responsibility of the person requesting such accommodation.

(2) A cable communications system operator shall, on the request of any person holding a valid permit issued by a governmental authority, temporarily raise or lower its wires by a time specified to permit the moving of buildings or other objects. A cable communications system operator shall be given not less than seven days advance notice to arrange for such temporary wire changes. The expense of such temporary removal, relaying, relocation, or raising or lowering of wires shall be paid by the person requesting the same.

(K) Abandonment in Place.

(1) A cable communications system operator may abandon any property in place in the public rights-of-way upon written notice to the city. However, if, within ninety days of the receipt of written notice of abandonment, the city determines, that the safety, appearance, functioning or use of the public rights-of-way and facilities in the public rights-of-way will be adversely affected, the property must be removed by a date specified by the city.

(2) A cable communications system operator that abandons its property must, upon request, transfer ownership of the properties to the city at no cost, and execute necessary quitclaim deeds and indemnify the city against future costs associated with mitigating or eliminating any environmental hazards associated with the abandoned property.

(L) System Subject to Inspection. Every cable communications system shall be subject to inspection and testing by the city. Each operator must respond to requests for information regarding its system and plans for the system as the city may from time to time issue, including requests for information regarding its plans for construction, operation and repair and the purposes for which the plant is being constructed, operated or repaired.

(M) Underground Services Alert. Each operator of a cable communications system that places facilities underground shall be a member of the regional notification center for subsurface installations (underground services alert) and shall field mark the locations of its underground communications facilities upon request. The operator shall identify the location of its cable communication system for the city at no charge.

(N) Plan for Construction. Every franchise shall specify for the city a construction schedule that will apply to any required construction, upgrade, or rebuild of the cable communications system. The schedule shall provide for the prompt completion of the project, and shall show its timetable for construction of each phase of the project, with benchmarks for deliverables and the areas of the city that will be affected. The city shall have the right to impose penalties on the operator for a failure to meet the accepted timetable and benchmarks.

(O) Use of Facilities by the City. The city shall have the right to install and maintain, free of charge, upon any poles or in any conduit owned by a franchisee, any wire and pole fixtures that do not unreasonably interfere with the cable service operations of the franchisee. The city shall pay costs associated with attaching or affixing the city's wire or fixture to the franchisee's infrastructure.

(Ord. 2005-03, 2005.)

Cross References

Section 5.21.050(A)

5.20.140 Protection of the city and residents.

(A) Indemnity Required. No franchise shall be valid or effective until and unless the city obtains an adequate indemnity from the franchisee. The indemnity must:

(1) Release the city from and against any and all loss, damage, expense, cost (without limitation the cost of litigation) liability and responsibility in or arising out of the construction, operation or maintenance of the cable communications system. Each cable communications system operator must further agree not to sue or seek any money or damages from the city in connection with the above-mentioned matters;

(2) Indemnify, hold harmless, and defend the city, its elected and appointed officers, agents, and employees, from and against any and all liability, loss, damage, cost, claims, demands, or causes of action of any kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees sustained by the city or any third party arising out of, or by reason of, or resulting from or of the acts, errors, or omissions of the

cable communications system operator, or its agents, independent contractors or employees related to or in any way arising out of the construction, operation or repair of the system;

(3) Provide that the covenants and representations relating to the release, indemnification, and hold harmless provision shall survive the term of the franchise or other authorization and continue in full force and effect as to the party's responsibility to indemnify.

(B) Insurance Required. A franchisee (or those acting on its behalf) shall not commence construction or operation of the system without obtaining insurance in amounts and of a type satisfactory to the city. The required insurance must be obtained and maintained for the entire period the franchisee has facilities in the public rights-of-way. If the franchisee, its contractors, or subcontractors do not have the required insurance, the city may order such entities to stop operations until the insurance is obtained and approved.

(C) Proof. Certificates of insurance, reflecting evidence of the required insurance and naming the city as an additional insured, and other proofs as the city may find necessary, shall be filed with the city. For persons issued franchises after the effective date of the ordinance codified in this chapter, certificates and other required proofs shall be filed within thirty days of the issuance of a franchise, prior to the commencement of construction, once a year thereafter, and whenever there is any change in coverage. For entities that have facilities in the public rights-of-way as of the effective date of this chapter, the certificate shall be filed within sixty days of the effective date of this chapter, annually thereafter, and whenever there is any change in coverage, unless a pre-existing franchise provides for filing of certificates in a different manner. In the event that the insurance certificate provided indicates that the insurance shall terminate or lapse during the term of the franchise, then in that event, the cable communications system operator shall furnish, at least thirty days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage has been obtained.

(D) Certificate Contents. All certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty days' prior written notice has been given to the city. Policies shall be issued by companies authorized to do business under the laws of the state of California. Financial ratings of the insurer shall be no less than "A" VII or better in the latest edition of "Bests Key Rating Guide," published by A.M. Best Guide.

(E) Insurance Amounts. A cable communications system operator (and those acting on its behalf to construct or operate the system) shall maintain the following minimum insurance. The

city shall be named as an additional insured by endorsement on the general liability and automotive policies; those insurance policies shall be primary and contain a cross-liability clause.

(1) Comprehensive general liability insurance to cover liability, bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

	Each Occurrence	Annual Aggregate
Bodily injury	$1,000,000.00	$3,000,000.00
Property damage	1,000,000.00	3,000,000.00
Personal injury		3,000,000.00

Completed operations and products liability shall be maintained for two years after the termination of the franchise (in the case of the cable communications system owner or operator) or completion of the work for the cable communications system owner or operator (in the case of a contractor or subcontractor).

Property damage liability insurance shall include coverage for the following hazards: X - explosion, C - collapse, U - underground.

(2) Workers' compensation insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and in the case any work is sublet, each cable communications system operator shall require the subcontractors similarly to provide workers' compensation insurance for all the latter's employees unless such employees are covered by the protection afforded by each cable communications system operator. Each cable communications system operator and its contractors and subcontractors shall maintain during the life of this policy employers liability insurance. Workers' compensation insurance shall include a waiver of subrogation clause in favor of the city. The following minimum limits must be maintained:

Workers' compensation:	Employer's liability
Statutory:	$500,000.00 per occurrence

(3) Comprehensive Auto Liability.

	Each Occurrence	Annual Aggregate
Bodily injury	$1,000,000.00	$3,000,000.00
Property damage	1,000,000.00	3,000,000.00
Personal injury	1,000,000.00	3,000,000.00

Coverage shall include owned, hired, and nonowned vehicles. In every franchise agreement the city shall reserve the right to require any other insurance coverage it deems necessary depending upon exposures.

(F) Construction Bond. Every operator of a cable communications system shall obtain and maintain a construction bond to ensure the faithful performance of its responsibilities under this chapter and any franchise. The amount of the bond shall be set in the city franchise, but shall not be less than ten percent of the estimated cost of constructing or (in the case of existing systems) upgrading the system, and shall include a sufficient amount to cover the removal of facilities and/or restoration of city facilities within the right-of-way. The bond is not in lieu of any additional bonds that may be required through the permitting process. The bond shall be in a form acceptable to the city attorney. Bonds must be obtained prior to the effective date of any franchise, transfer or franchise renewal, unless a franchise specifically provides otherwise.

(G) Security Fund. Every cable communications system operator shall establish and maintain a cash security fund or provide the city an irrevocable letter of credit in the amount of one hundred thousand dollars to secure the payment of fees owed, to secure any other performance promised in a franchise, and to pay any taxes, fees, penalties or liens owed to the city. The letter of credit shall be in a form and with an institution acceptable to the city. Should the city draw upon the cash security fund or letter of credit, the cable communications system operator shall, within fourteen days, restore the fund or the letter of credit to the full required amount. This security fund/letter of credit may be waived or reduced by the city for a franchisee where the city determines in its discretion that a particular franchisee's operations are sufficiently limited that a security fund/letter of credit is not necessary to secure the required performance. The city may from time to time require a franchisee to change the amount of the required security fund/letter of credit to reflect changed risks to the city and to the public, including delinquencies in taxes or other payments to the city. The cash security fund or letter of credit must be obtained prior to the

effective date of any franchise, transfer or franchise renewal, unless a franchise specifically provides otherwise.

(Ord. 2005-03, 2005.)

Cross References

Section 5.21.050(A)

5.20.150 Enforcement and remedies.

(A) Franchise Violation-Notice and Procedures. Before revoking a franchise or issuing an order to assess liquidated damages, the city shall follow the procedures set forth below:

(1) The city shall notify a cable communications system operator in writing of any alleged violation ("violation notice") of a franchise or this chapter. The violation notice shall: (a) identify the violation; (b) direct the cable communications system operator to cure the violation or show cause why the violation cannot or should not be cured; and (c) state the time for the cable communications system operator's response, which shall be at minimum thirty days from the date of issuance of the violation notice, except for violations that present a danger to public health, safety or welfare, in which case the time for response may be shortened;

(2) Within the time period designated for response in the violation notice issue pursuant to subsection (A)(1) of this section, the cable communications system operator shall respond in writing to the city indicating that: (a) the cable communications system operator intends to contest the violation notice and describing all facts relevant to its claim; or (b) the cable communications system operator has completely cured the violation, in which case the cable communications system operator shall provide documentation demonstrating that the violation has been completely cured; or (c) the cable communications system operator has begun to correct the violation, however, the violation cannot be corrected immediately despite the cable communications system operator's continued due diligence, in which case the operator shall describe in detail the steps already taken and operator's proposed plan and time schedule for completely curing the violation. The city may accept, modify, or reject the cable communications system operator's proposed plan and time schedule for curing the violation. Correction of the violation is not complete until all damages and penalties owed are paid in full;

(3) If the cable communications system operator contests the violation notice or the city determines that the cable communications system operator has failed to completely cure the violation, to submit an acceptable plan to cure the violation, or to work diligently to cure the violation, the city shall schedule a hearing before the city manager or the city manager's designee ("violation hearing"). The city shall provide cable communications system operator written notice of the violation hearing at least twenty days prior to the hearing ("hearing notice");

(4) The hearing notice shall indicate: (a) the time and place of the violation hearing; (b) the nature of the violation; and (c) the cable communications system operator's right to present oral and written testimony at an open and public meeting;

(5) At the violation hearing, the city manager or the city manager's designee shall hear and consider evidence from the cable communications system operator, city staff and members of the public regarding the alleged violation. The cable communications system operator shall be given an opportunity to present any and all evidence relating to the alleged violation;

(6) If, based upon the evidence presented at the violation hearing, the city manager or the city manager's designee finds that cable communications system operator has violated its franchise, this chapter or any applicable state or federal law, the city manager or the city manager's designee may issue an order assessing liquidated damages if provided for by the cable communications system operator's franchise, or, subject to subsection (B) of this section and the terms of the cable communications system operator's franchise, revoke or shorten the franchise. The cable communication system operator may appeal the decision to the city council;

(7) If the cable communications system operator files a written appeal to the city council pursuant to subsection (A)(6) of this section, the city council shall hold a public hearing to consider the appeal. Notice of the hearing shall be given to the cable communications system operator at least twenty days prior to the hearing. Such notice shall include the information described in subsection (A)(4) of this section. If, based upon the evidence presented at the public hearing, the city council find that the cable communications system operator has violated its franchise, this chapter, or any applicable state or federal laws, the city council may issue an order assessing liquidated damages if provided for by the cable communications system operators' franchise, or, subject to subsection (B) of this section and the terms of the cable communications system operators' franchise, revoke or shorten the term of the franchise.

(B) Revocation and Termination. The city council may revoke a franchise or reduce the term of a franchise if it finds, after complying with procedures set forth in subsection (A) of this section,

that a cable communications system operator has violated this chapter or its franchise or license; has defrauded or attempted to defraud the city or subscribers; or has attempted to evade the requirements of this chapter or its franchise or license. Except as to violations that are impossible to cure, and as provided in subsections (C) and (D) of this section, the franchise may only be revoked if the franchisee (1) was given notice of the default; and (2) thirty days to cure the default; and (3) the franchisee failed to cure the default, or to propose a schedule for curing the default acceptable to the city where it is impossible to cure the default in thirty days. Any revocation proceeding must conducted in accordance with applicable federal and state laws.

(C) Exception for Certain Acts. No opportunity to cure is required for repeated violations (provided that notice was provided pursuant to subsection (A) of this section), and fraud and attempted fraud shall be deemed incurable. Further, the city may declare a franchise forfeited without opportunity to cure where a franchisee (1) voluntarily stops providing service it is required to provide; or (2) transfers the franchise without the prior consent of the city.

(D) Effect of Termination or Forfeiture. Upon termination or forfeiture of a franchise, whether by action of the city as provided in subsection (C) of this section, or by passage of time, the franchisee must stop using the cable communications system for the purposes authorized by the franchise. The city may take possession of some or all of franchisee's facilities, consistent with provisions of applicable law, or require the franchisee or its bonding company to remove some or all of the franchisee's facilities from the city, and restore affected property to its same or better condition. This provision does not permit the city to remove facilities that are used to provide another service for which the franchisee holds a valid franchise issued by the city.

(E) Remedies Cumulative. Remedies provided for under this chapter or under a franchise shall be cumulative. Recovery by the city of any amounts under insurance, the performance bond, the security fund or letter of credit, does not limit a franchisee's duty to indemnify the city; or relieve a franchisee of its franchise obligations or limit the amounts owed to the city.

(F) Liquidated Damages Required in Franchise. A franchise granted pursuant to this chapter shall require liquidated damages, in an amount to be specified in the franchise, for specified breaches of the franchise including but not limited to, failure to commence construction, failure to meet construction plan benchmarks, failure to comply with rebuild plan benchmarks, failure to commence service, and material breach of franchise obligation(s). The franchise shall also provide that the city may withdraw liquidated damages owed from the grantee's security deposit, after complying with the procedures set forth in subsection (A) of this section. Liquidated damages shall commence on that date that performance was due and/or failed, and continue until the grantee

demonstrates to the satisfaction of the city that the grantee has fully performed its obligations giving rise to the payment of liquidated damages. Any obligation to pay liquidated damages does not in any way affect the grantee's obligation to pay franchise fees or perform other franchise obligations and such liquidated damages do not constitute franchise fees and are not subject to any limitations on franchise fees contained in 47 U.S.C. § 542(b). Any obligation to pay liquidated damages are not costs of satisfying franchise requirements as provided in 47 C.F.R. § 76.925. A grantee may not pass the cost of any liquidated damages to subscribers through subscriber rates or itemize or otherwise identify on subscriber bills any obligation grantee may have to pay liquidated damages.

(G) Penalties, Fines and Other Monetary Sanctions.

(1) Penalties. In addition to any other remedies provided for in this chapter or otherwise available by law, the city shall have the power to impose civil penalties in the event a grantee violates any provision of this chapter, a franchise, or any regulation lawfully adopted thereunder. The amounts of such penalties shall be based on the following principles:

(a) Penalties shall exceed the financial benefits to a grantee delaying or failing to comply with the applicable requirement;

(b) Even where such benefits are not easily discernible, the penalties shall be high enough to have a significant deterrent effect on a grantee; and

(c) Penalties shall be sufficient to protect the city and other affected parties against loss of revenues resulting from violations.

(2) Other Monetary Sanctions. A franchise shall also provide for liquidated damages and other monetary sanctions, the amounts of which shall also reflect the foregoing principals.

(3) Private Suit Against Grantee.

(a) Any person or organization adversely affected by a violation, or by a pattern and practice of violations, shall have the right to sue a grantee in a court of competent jurisdiction for damages and for injunctive and other relief to require enforcement of the franchise. Organizations shall be entitled to sue on behalf of themselves or their members.

(b) The remedy provided in this chapter shall be in addition to any remedies provided by law.

(c) Except in emergency situations in which immediate relief is required, private litigants shall notify the city attorney not fewer than ten days prior to filing suit. However, suit by the city shall not preempt the private litigant's right to proceed.

(4) Except as otherwise provided in this chapter, any person who violates any provisions of this chapter shall be subject to a monetary penalty in an amount determined pursuant to the principles in subsection (G)(l) of this section.

(Ord. 2005-03, 2005.)

5.20.160 Books and records.

(A) Generally. Each cable communications system operator shall provide the city access to books and records related in whole or in part to the construction, operation, or repair of the cable communications system, or a group of systems of which the system is a part, so that the city may inspect and copy these books and records. The records shall include, but are not limited to, revenue records and other records related to compliance with any provision of this chapter or a franchise. A franchisee is responsible for obtaining or maintaining the necessary possession or control of all such books and records, so that it can produce the documents upon request. Books and records must be maintained for a period of five years, except that a franchise may specify a shorter period for certain categories of voluminous books and records where the information contained therein can be derived simply from other materials. The phrase "books and records" shall be read expansively to include information in whatever format stored.

(B) Production. Books and records requested shall be produced to the city by a time and at a location in the city designated by the city manager. However, if the requested books and records are too voluminous, or for security reasons cannot be copied and moved, then the franchisee may request that the inspection take place at some other location mutually agreed to by the city and the franchisee, provided that (1) the franchisee must make necessary arrangements for copying documents selected by the city after its review; and (2) the franchisee must pay all travel and additional copying expenses incurred by the city (above those that would have been incurred had

the documents been produced in the city) in inspecting those documents or having those documents inspected by its designee.

(Ord. 2005-03, 2005.)

Cross References

Section 5.20.200

5.20.170 Reports.

(A) Obligation to Submit. The city manager may from time to time direct a franchisee to prepare reports and to submit those reports by a date certain, in a format prescribed by the city manager, in addition to those required by this chapter.

(B) Quarterly Reports. Unless an exemption is granted by the city manager, within forty-five days of the end of each calendar quarter, a franchisee shall submit a report to the city containing the following information:

(1) The number of service calls (calls requiring a truck roll) received during the prior quarter and the percentage of service calls compared to the subscriber base; and

(2) The total estimated hours of known outages as a percentage of total hours of operation. An outage is a loss of sound or video on any signal, or a significant deterioration of any signal affecting two or more subscribers.

(C) Annual Reports. Unless an exemption is granted by the city manager, no later than ninety days after the end of the operator's fiscal year, a franchisee shall submit the following information:

(1) A fully audited or self-certified revenue report signed by an officer of the cable communications system operator from the previous calendar year for the cable communications system, and a certified statement setting forth the computation of gross revenues used to calculate the franchise fee for the preceding year and a detailed explanation of the method of computation showing (i) gross revenues by category (e.g., basic service, pay, pay-per-view, advertising, installation, equipment, late charges, miscellaneous, other); and (ii) what, if any, deductions were

made from gross revenues in calculating the franchise fee (e.g., bad debt, credits and refunds), and the amount of each deduction;

(2) A report showing, for each applicable customer service standard, the franchisee's performance with respect to that standard for each quarter of the preceding year. In each case where the franchisee concludes it did not comply fully, the franchisee will describe the corrective actions it is taking to assure future compliance. In addition, the report should identify the number and nature of all the customer service complaints received and an explanation of their dispositions;

(3) An ownership report, indicating all persons who at the time of filing control or own an interest in the franchisee of ten percent or more.

(D) Contemporaneous Reports. Within ten days of their receipt or (in the case of documents created by the operator or its affiliate) filing, a franchisee shall provide the city:

(1) Notices of deficiency or forfeiture related to the operation of the system; and

(2) Any request for protection under bankruptcy laws, or any judgment related to a declaration of bankruptcy by the franchisee or by any partnership or corporation that owns or controls the franchisee directly or indirectly.

(Ord. 2005-03, 2005.)

Cross References

Section 5.20.220(F)

5.20.180 Maps required.

Each franchisee shall maintain accurate maps and improvement plans which show the location, size, and a general description of all facilities installed in the public rights-of-way and any power supply sources (including voltages and connections). Maps shall be based upon post-construction inspection to verify location. Each franchisee shall provide a map to the city showing the location of its facilities, in such detail and scale as may be directed by the city public works director and update the map at least annually, and whenever the facility expands or is relocated. Copies of maps

shall be provided in hard copy and on disk, in a commercially available electronic format specified by the city public works director.

(Ord. 2005-03, 2005.)

5.20.190 Other records required.

Unless the city manager waives the requirement, a franchisee shall at all times maintain:

(A) Complaint Records. Records of all complaints received, their nature and resolution. The term "complaints" refers to complaints about any aspect of the franchisee's operations or customer service;

(B) Outage Records. Records of outages known to the franchisee, their cause and duration;

(C) Complaint Response. Records of service calls for repair and maintenance indicating the date and time service was requested, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was solved;

(D) Installation Records. Records of installation/reconnection and requests for service extension, indicating date of request, date of acknowledgment, and the date and time service was extended;

(E) Customer Service. Records sufficient to show whether the franchisee has complied with each customer service standard that applies to it.

(Ord. 2005-03, 2005.)

Cross References

Section 5.20.200

5.20.200 Exemptions.

The city manager may temporarily exempt any franchisee from its obligations under Sections 5.20.160 through 5.20.190 if the city manager determines that the requirement would be unduly burdensome or unnecessary, and that the city and subscriber interests may be adequately protected in some other manner.

(Ord. 2005-03, 2005.)

5.20.210 Privacy.

A franchisee shall take all reasonable steps required so that it is able to provide reports, books and records to the city, including by providing appropriate subscriber privacy notices. Each franchisee shall be responsible for redacting data that applicable law prevents it from providing to the city. Nothing in this section shall be read to require a franchisee to violate state or federal subscriber privacy laws.

(Ord. 2005-03, 2005.)

5.20.220 Procedures for paying franchise fees and fees in lieu of franchise fees.

(A) Fees Paid Quarterly. The franchise fee paid pursuant to Article 2 of this chapter, or fee in lieu of franchise fee paid pursuant to Article 3 of this chapter shall be paid quarterly unless otherwise specified in a franchise. Payment for each quarter shall be made to the city not later than forty-five days after the end of each calendar quarter.

(B) Quarterly Statement. Unless a franchise provides otherwise, a franchisee or other entity subject to a fee under Article 2 or 3 of this chapter shall file with the city within forty-five days of the end of each calendar quarter a statement showing gross revenues during the preceding quarter and the number of subscribers served.

(C) Acceptance of Payment Not a Release. No acceptance by the city of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of such payment be construed as a release of any claim the city may have for additional sums payable.

(D) Fee Not in Lieu of Taxes. Neither the franchise fee under Article 2 of this chapter, nor the fee paid in lieu of the franchise fee under Article 3 of this chapter, is a payment in lieu of any tax, fee or other assessment of general applicability (including any such tax, fee or assessment imposed on both utilities and operators or their services, but not including a tax, fee, or assessment which is unduly discriminatory against operators or cable subscriber(s)).

(E) Failure to Pay Franchise Fee. In the event that a fee payment is not received by the city on or before the due date set forth in this section or in a franchise, or the fee owed is not fully paid, the person subject to the fee will be charged interest from the due date at an interest rate equal to three percent above the rate for three-month federal treasury bills at the most recent United States Treasury Department sale of such treasury bills occurring prior to the due date of the franchise fee payment.

(F) Final Statement of Gross Revenues. Within ninety days of the date a franchisee ceases operations under a franchise (whether because of franchise termination, transfer, bankruptcy or for any other reason), the franchisee shall file a final statement of gross revenues covering the period from the beginning of the calendar year in which the operations ceased to the date operations ceased. The statement shall contain the information and be certified as required by Section 5.20.170(C)(1) of this code.

(Ord. 2005-03, 2005.)

Article II Special Rules Applicable to Cable Systems

5.20.230 Applications—Generally.

(A) Application Required. An application must be filed for an initial and renewal cable system franchise, or for approval of a transfer. A request for renewal filed under 47 U.S.C. § 546(h) need not contain the information required by subsection (B)(l) of this section.

(B) Application Contents.

(1) The city manager may specify the information that must be provided in connection with an application, and the form in which the information is to be provided. At a minimum each application must identify the applicant including any affiliates, show that the applicant is financially, technically and legally qualified to construct, maintain and operate the cable system, contain a pro forma showing capital expenditures and expected income and expenses for the first five years the applicant is to hold the franchise, and show that the applicant is willing to comply unconditionally with its franchise obligations. In addition, any application for an initial or renewal franchise or rebuild of the operators system and/or facilities, must describe in detail the cable system that the applicant proposes to build, show where it will be located, set out the system construction schedule, and show that the applicant will provide adequate channels, facilities and other support for public, educational and government use (including institutional network use) of the cable system. The detailed description of the physical facilities proposed shall include at least the following:

(a) A description of the channel capacity, technical design, performance characteristics, headend, access (and institutional network, if required) facilities and equipment;

(b) The location of proposed facility and facility design, including a description of the miles of plant to be installed, and a description of the size of equipment cabinets, shielding and electronics that will be installed along the plant route, the power sources that will be used and a description of the noise, exhaust and pollutants, if any, that will be generated by the operation of the same; provided, however, that, if some of the descriptive data is not available at the time of application, the franchise may issue subject to conditions that the data be filed and approved by the city before construction begins and that the franchise will be deemed to be forfeited if the data is not supplied and approved; provided, further, that the foregoing proviso does not authorize the grant of a franchise where there is not sufficient information to appraise the impact of the applicant's proposal;

(c) A map of the general route the facility will follow; a designation of the portions of the system that will be placed aboveground and the portions that will be placed underground, and the construction techniques that the operator proposes to use in installing the system aboveground and underground; a schedule for construction of the facility, describing when and where construction will begin, how it will proceed, benchmarks indicating the schedule completion of portions of the system and when construction will be completed; and the expected effect on right-of-way usage, including information on the ability of the public rights-of-way to accommodate the

proposed system, including, as appropriate given the system proposed, an estimate of the availability of space in conduits and an estimate of the cost of any necessary rearrangement of existing facilities;

(d) A description, where appropriate, of how services will be converted from existing facilities to new facilities, and what will be done with existing facilities;

(e) A demonstration of how the applicant will reasonably meet the future cable-related needs and interests of the community, including descriptions of the capacity, facilities and support for public, educational, and governmental use of the system (including institutional networks) applicant proposes to provide and why applicant believes that the proposal is adequate to meet the future cable-related needs and interests of the community;

(f) A demonstration of the financial qualifications of the applicant, including at least the following:

(i) The proposed rate structure, including projected charges for each service tier, installation, converters, and all other proposed equipment or services,

(ii) A statement regarding the applicant's financial ability to complete the construction to meet the timeframe proposed and to operate the cable system proposed certified by the applicant's chief financial officer;

(g) A demonstration of the applicant's technical ability to construct and/or operate the proposed cable system;

(h) A demonstration that the applicant is legally qualified, which proof must include a demonstration that the applicant:

(i) Has received, or is in a position to receive, necessary authorizations from state and federal authorities,

(ii) Has not engaged in conduct (fraud, racketeering, violation of antitrust laws, consumer protection laws or similar laws) that allows the city to conclude the applicant cannot be relied upon to comply with requirements of franchise or provisions of this title,

(iii) Is willing to enter into a franchise, to pay required compensation and to abide by the provisions of applicable law, including those relating to the construction, operation or repair of its facilities;

and has not entered into any agreement that would prevent it from doing so, and

(iv) The applicant must not have submitted an application for an initial or renewal franchise to the city, which was denied, or as to which any challenges to such franchising decision were finally resolved (including any appeals) adversely to the applicant, within three years preceding the submission of the application;

(i) An applicant may show that it would be inappropriate to deny it a franchise by virtue of: (1) the particular circumstances surrounding the acts or omissions at issue; (2) the steps taken by the applicant to cure all harms flowing therefrom and to prevent their recurrence; and the lack of involvement of the applicant's principals; or (3) the remoteness of the acts or omissions from the operation of communications systems;

(j) The extent that the applicant is in any respect relying on the financial or technical resources of another person, including another affiliate, proofs should be provided for that person;

(k) A description of the applicant's prior experience in cable system ownership, construction, and operation, and identification of cities and counties in California in which the applicant or any of its principals have a cable franchise or any interest therein, provided that an applicant that holds a franchise for the city and is seeking renewal of that franchise need only provide this information for other cities and counties in California where its franchise is scheduled to expire during the twelvemonth period prior to the date its application is submitted to the city and for other cities and counties in California where its franchise had been scheduled to expire during the twelve-month period after the date its application is submitted to the city. If an applicant has no other franchise in California, it shall provide the information for its operations in other states;

(2) An affidavit or declaration of the applicant or authorized officer thereof certifying the truth and accuracy of the information in the application, and certifying that the application meets all requirements of applicable law.

(3) To be accepted for filing, an original and six copies of a complete application must be submitted. All applications shall include the names and addresses of persons authorized to act on

behalf of the applicant with respect to the application.

(4) An applicant (and the transferor and transferee, in the case of a transfer) shall respond to any request for information from the city, by the time specified by the city.

(C) Incomplete Applications. An application may be rejected if it is incomplete, or if the response to requests for information is not timely and complete.

(Ord. 2005-03, 2005.)

Cross References

Section 5.20.260(B)

5.20.240 Application for an initial franchise or renewal franchise.

(A) Scope. This section establishes additional provisions that apply to an application for an initial franchise, or a renewal franchise application that is not governed by 47 U.S.C. § 546(a)—(h).

(B) Process. Any person may apply for an initial or renewal franchise by submitting an application therefore on that person's own initiative, or in response to a request for proposals issued by the city. If the city receives an unsolicited application, it may choose to issue a request for additional proposals, and require the applicant to amend its proposal to respond thereto. The city shall promptly conduct such investigations as are necessary to act on an application.

(C) Consideration of Application. In determining whether to grant a franchise, the city may consider:

(1) The extent to which an applicant for renewal has substantially complied with the applicable law and the material terms of any existing cable franchise;

(2) Whether an applicant's quality of service under its existing franchise, including signal quality, response to customer complaints, billing practices, and the like has been reasonable in light of the needs of the community;

(3) Where the applicant has not previously held a cable system franchise in the city, whether the applicant's record in other communities indicates that it can be relied upon to provide high-quality service throughout any franchise term;

(4) Whether the applicant has the financial, legal, and technical ability to provide the services, facilities, and equipment set forth in an application, and to satisfy any minimum requirements established by the city;

(5) Whether the applicant's application is reasonable to meet the future cable-related needs and interests of the city, taking into account the cost of meeting such needs and interests;

(6) Whether issuance of a franchise is in the public interest considering the immediate and future effect on streets, public property, and private property that will be used by the applicant's cable system;

(7) Whether issuance of the franchise would reduce competition in the provision of cable service in the city;

(8) Such other matters as the city is authorized or required to consider.

(D) Issuance of Franchise. If the city determines that issuance of a franchise would be in the public interest considering the factors described in subsection (C) of this section, it may offer a franchise agreement to the applicant. No franchise shall become effective until the franchise is unconditionally accepted by the applicant, approved by the city council, and the franchise agreement is signed by both parties.

(Ord. 2005-03, 2005.)

5.20.250 Application for renewal franchise filed pursuant to 47 U.S.C. § 546.

(A) Scope. This section establishes additional provisions that apply to applications for renewal governed by 47 U.S.C. § 546(a)—(g).

(B) Process. A franchisee that intends to exercise rights under 47 U.S.C. § 546(a)—(g) shall submit a notice in writing to the city in a timely manner clearly stating that it is activating the

procedures set forth in those sections. The city shall thereafter commence any proceedings that may be required under federal law, and upon completion of those proceedings, the city may issue a request for proposals and an application may be submitted for renewal. The city may preliminarily deny the application by resolution, and if the application is preliminarily denied, the city may conduct such proceedings and by resolution establish such procedures and appoint such individuals as may be necessary to conduct any proceedings to review the application.

(Ord. 2005-03, 2005.)

5.20.260 Application for transfer.

(A) Scope. This section establishes additional provisions that apply to applications for transfer approval.

(B) Information. An application for transfer must contain all the information required by the city manager, by Section 5.20.230 of this code, and all information required by any FCC transfer form.

(C) Consideration of Application. In determining whether a transfer application should be granted, denied, or granted subject to conditions, the city may consider the legal, financial, and technical qualifications of the transferee to operate the cable system; any potential impact of the transfer on subscriber rates or services; whether the incumbent operator is in compliance with its franchise; whether the transferee owns or controls any other cable system in the city, whether operation by the transferee may eliminate or reduce competition in the delivery of cable service in the city; and whether operation by the transferee or approval of the transfer would otherwise adversely affect subscribers, the public, or the city's interest under this chapter, the franchise or other applicable law. The proposed transferee shall pay all reasonable costs incurred by the city in reviewing and evaluating the applications. The city may consider a resolution either approving or denying a transfer application within a reasonable period of time, or within the timeframes provided by federal law, whichever is longer. The city and the parties to the transfer may agree in writing to extend any federal timeframe.

(D) Minimum Conditions. In order to obtain approval of a transfer, an applicant must show, at a minimum, that: the transferee is financially, legally, and technically qualified; the transfer will not adversely affect the interests of subscribers, the public, or the city; and that noncompliance

issues have been resolved to the satisfaction of the city. No application shall be granted unless the transferee agrees in writing that it will abide by and accept all terms of this chapter and the franchise, and that it will assume the obligations, liabilities, and responsibility for all acts and omissions, known and unknown, of the previous franchisee for all purposes.

(Ord. 2005-03, 2005.)

5.20.270 Legal qualifications.

(A) Standards.

(1) The applicant must be willing to comply with the provisions of this chapter and applicable laws; and to comply with such requirements of a franchise as the city may lawfully require.

(2) The applicant must not have had any cable system or OVS franchise validly revoked, (including any appeals) by the city within three years preceding the submission of the application.

(3) The applicant must not have had an application to the city for an initial or renewal cable system franchise denied within three years preceding the submission of the application; and must not have had an application for an initial or renewal OVS franchise denied on any ground within three years of the application.

(4) The applicant or its principals shall not be issued a franchise if, at any time during the ten years preceding the submission of the application, applicant was convicted or found to have committed fraud, racketeering, securities fraud, anticompetitive actions, unfair trade practices or other conduct of such character that the applicant cannot be relied upon to deal truthfully with the city and the subscribers, or to substantially comply with its obligations.

(5) Applicant must have the necessary authority under California and federal law to operate a cable system, or show that it is in a position to obtain that authority.

(6) The applicant shall not be issued a franchise if it files materially misleading information in its application or intentionally withholds information that the applicant lawfully is required to provide.

(7) For purposes of subsections (A)(2) through (4) of this section, the term applicant includes any affiliate of applicant.

(B) Exception. Notwithstanding subsection (A) of this section, an applicant shall be provided a reasonable opportunity to show that a franchise should issue even if the requirements of subsections (C) and (D) of this section are not satisfied, by virtue of the circumstances surrounding the matter and the steps taken by the applicant to cure all harms flowing therefrom and prevent their recurrence, the lack of involvement of the applicant's principals, or the remoteness of the matter from the operation of a cable system.

(Ord. 2005-03, 2005.)

5.20.280 Franchise fee.

A cable communications system operator shall pay to the city a franchise fee in an amount equal to five percent of gross revenues, or such other amount as may be specified in the franchise; provided, however, that if the franchise specifies an amount, that amount shall be subject to increase should federal limits on fee payments be eliminated or changed and other operators are subject to a higher fee.

(A) Bundled Services. In the event that the franchisee shall, during the term of the franchise, offer bundled, tied, or combined cable services (which are subject to the franchise fee) with noncable services (which may not be subject to the franchise fee) to individual subscribers, the combined revenues from such bundled services shall be allocated consistent with the rates or prices advertised by the franchisee through its marketing materials or on its published rate card. In the event the franchisee does not advertise or publish separate prices for the combined services, the percentage that the price for the combined services is discounted from the regular retail rates of the individual services shall be prorated across all the services in the bundled package; provided, however, that the net revenues derived from services subject to mandatory tariff rates imposed by the California Public Utilities Commission (or other governmental entity having such authority) shall be deducted from the combined revenue to determine the revenue subject to the franchise fee. As an example, franchisee may offer a "bundle" of video, voice and data services for a flat fee of seventy-five dollars where the retail rate for the services purchased on an individual basis would equal one hundred dollars. Assuming that there is no service subject to the mandated tariff rate, grantee would apply a twenty-five percent discount to each service. Thus, if the retail rate for the

cable service in the bundle were fifty dollars, grantee would recognize cable service revenue in the amount of thirty-seven dollars and fifty cents and pay a franchise fee on that revenue.

(B) The definition of gross revenue is to be as inclusive as possible consistent with existing applicable law. If a change in federal law occurs subsequent to the effective date of the ordinance codified in this chapter, such change shall not impact the gross revenues definition in such a way to reduce gross revenues unless the change specifically preempts the affected portion of the definition in subsection (B) of this section.

(Ord. 2005-03, 2005.)

5.20.290 No exclusivity.

A franchisee may not require a subscriber or a building owner or manager to enter into an exclusive contract as a condition of providing or continuing service. However, nothing in this chapter prevents a franchisee from entering into an otherwise lawful, mutually desired exclusive arrangement with a building owner or manager of a multiple dwelling unit or commercial subscriber.

(Ord. 2005-03, 2005.)

5.20.300 Minimum franchise conditions.

In addition to satisfying such additional or stricter conditions as the city finds necessary based on its investigations, the following elements shall be required in every franchise.

(A) System Design. Each franchisee shall provide a cable system that uses at least seven hundred fifty Megahertz equipment of high quality and reliability. Each franchisee shall install and activate the return portion of the cable system.

(B) Public, Educational and Government Use of the System.

(1) A franchisee shall provide a minimum of three channels for PEG access to each subscriber.

(2) Each franchisee shall install, maintain, and replace as necessary, a dedicated, bi-directional fiber optic link (or link with equivalent or superior functionality, capacity and reliability) between its headend and a location designated by the city as the primary access center.

(3) Each franchisee shall install, maintain, and replace activated two-way cable plant and all headend, cable plant, and node equipment required to make it operable so that the city, schools, and all designated PEG access centers and access facilities located within the franchise area will be able to send and receive signals (video, audio and data) using the activated two-way cable plant.

(4) Each franchisee shall ensure that technically adequate signal quality, routing systems, and switching and/or processing equipment are initially and continuously provided for all access interconnections both within franchisee's cable system and with other cable systems throughout the duration of its franchise.

(5) In the event a franchisee makes any change in the cable system and related equipment and facilities or in the franchisee's signal delivery technology which directly or indirectly substantially affects the signal quality or transmission of access programming, the franchisee shall at its expense take necessary steps or provide necessary technical assistance, including the acquisition of all necessary equipment, to ensure that the capabilities of access programmers are not diminished or adversely affected by such change.

(6) A franchisee shall maintain all access channels (both upstream channels and downstream channels) and all interconnections of access channels at the same level of technical quality and reliability as the best commercial channels carried on the grantee's system.

(C) Service to Franchise Area. It is the policy of the city to ensure that every cable system provide service in its franchise area upon request to any person or any government building. Each franchisee shall extend service upon request within its franchise area, provided that, a franchise may permit a franchisee to require a potential subscriber to contribute a fair share of the capital costs of installation or extension as a condition of extension or installation in cases where such extension or installation may be unduly expensive. Service must be provided within time limits specified in subsection (D) of this section.

(D) Time for Extension. Except as a franchise otherwise provides, service must be extended upon request to any person or to any government building in a franchisee's franchise area (i) within seven days of the request, where service can be provided by activating or installing a drop; (ii) within ninety days of the request where an extension of one-half mile or less is required; or (iii) within six months where an extension of one-half mile or more is required.

(E) Technical Standards. A cable system within the city shall meet or exceed the technical standards set forth in 47 C.F.R. § 76.601 and any other applicable technical standards.

(F) Testing. Each operator shall perform at its expense such tests as may be necessary to show whether or not the franchisee is in compliance with its obligations under applicable FCC standards, this chapter or a franchise.

(G) Interconnection. Upon request of the city, every cable system shall be required to interconnect with every other cable system within the city, or adjacent to the city, on fair and reasonable terms for purposes of providing PEG and I-Net services.

(H) Continuity of Service. Each franchisee shall, during the term of the franchise, ensure that subscribers are able to receive continuous service. In the event the franchise is revoked or terminated, the franchisee may be required to continue to provide service for a reasonable period to assure an orderly transition of service from the franchisee to another entity. A franchise may establish more particular requirements under which these obligations will be satisfied.

(Ord. 2005-03, 2005.)

5.20.310 Rate regulation and consumer protection.

(A) All Rates Subject to Regulation. The city may regulate any of the operator's rates and charges, except to the extent it is prohibited from doing so by law. The city will regulate rates in accordance with FCC rules and regulations, where applicable. Except to the extent FCC rules provide otherwise, all rates and charges that are subject to regulation, and changes in those rates or charges must be approved in advance. The city manager may take any required steps to file complaints, toll rates, issue accounting orders or take any other steps required to comply with FCC regulations. The city council shall be responsible for issuing rate orders that establish rates or order refunds.

(B) No Rate Discrimination. Except to the extent the city may not enforce such a requirement, an operator is prohibited from discriminating in its rates or charges or from granting undue preferences to any subscriber, potential subscriber, or group of subscribers or potential subscribers; provided, however, that a franchisee may offer temporary, bona fide promotional discounts in order to attract or maintain subscribers, so long as such discounts are offered on a nondiscriminatory basis to similar classes of subscribers throughout the franchise area; and a franchisee may offer discounts for the elderly, the disabled, or the economically disadvantaged; and such other discounts as it is expressly entitled to provide under federal law, if such discounts are applied in a uniform and consistent manner.

(C) Redlining Prohibited. An operator shall not deny access or charge different rates to any group of subscribers or potential subscribers because of the income of the residents of the local area in which such group resides.

(D) Customer Service.

(1) Each operator must satisfy FCC, state and the city cable customer service standards and consumer protection standards. The city cable customer service standards may be adopted by resolution. In the case of a conflict among standards, the stricter standard shall apply.

(2) For violation of cable customer service standards, penalties will be imposed as follows:

(a) Two hundred dollars for each day of each material breach, not to exceed six hundred dollars for each occurrence of material breach;

(b) If there is a subsequent material breach of the same provision within twelve months, four hundred dollars for each day of each material breach, not to exceed one thousand two hundred dollars for each occurrence of the material breach;

(c) If there is a third or additional material breach of the same provision within twelve months of the first, one thousand dollars for each day of each material breach, not to exceed three thousand dollars for each occurrence of the material breach.

(3) Any penalty assessed under this section will be reduced dollar for dollar to the extent any liquidated damage provision of a franchise imposes a monetary obligation on a franchisee for the same customer service failures, and no other monetary damages may be assessed. The city will

provide notice, and impose penalties, under this section pursuant to the procedures established by California Government Code § 53088.2(r).

(Ord. 2005-03, 2005.)

Article III Open Video Systems

5.20.320 Additional definitions.

"OVS agreement" means a contract entered into in accordance with the provisions of this chapter between the city and an OVS franchisee setting forth the terms and conditions under which the franchise will be exercised.

(Ord. 2005-03, 2005.)

5.20.330 Applications for grant or renewal of franchises.

(A) Initial and Renewal Franchise. Application.

(1) A written application shall be filed with the city for grant of an initial or renewal franchise.

(2) To be acceptable for filing, a signed original of the application shall be submitted together with six copies. The application must conform to any applicable request for proposals, and contain all information required under subsection (B) of this section. All applications shall include the names and addresses of persons authorized to act on behalf of the applicant with respect to the application.

(B) Contents of Applications. The city manager may specify the information that must be provided in connection with a request for proposals or an application for an initial or renewal franchise. At a minimum, each application must: identify the applicant, where it plans to construct its system, and the system construction schedule; show that the applicant will provide adequate channels, facilities and other support for public, educational and government use (including

institutional network use) of the OVS; and show that the applicant is financially, technically and legally qualified to construct and operate the OVS. The application must contain the following information:

(1) Identity of the applicant; the persons who exercise working control over the applicant; and the persons who control those persons, to the ultimate parent;

(2) A proposal for construction of the open video system that includes at least the following:

(a) A description of the services that are to be provided over the facility,

(b) Identification of the area of the city to be served by the proposed system, including a description of the proposed franchise area's boundaries,

(c) The location of proposed facility and facility design, including a description of the miles of plant to be installed, and a description of the size of equipment cabinets, shielding and electronics that will be installed along the plant route, the power sources that will be used and a description of the noise, exhaust and pollutants, if any, that will be generated by the operation of the same,

(d) A map of the route the facility will follow a designation of the portions of the system that will be placed aboveground and the portions that will be placed underground, and the construction techniques that the operator proposes to use in installing the system aboveground and underground; a schedule for construction of the facility, describing when and where construction will begin, how it will proceed, benchmarks for completion of phases, and when it will be completed; expected effect on rights-of-way usage, including information on the ability of the public rights-of-way to accommodate the proposed system, including, as appropriate given the system proposed, an estimate of the availability of space in conduits and an estimate of the cost of any necessary rearrangement of existing facilities,

(e) A description, where appropriate, of how services will be converted from existing facilities to new facilities, and what will be done with existing facilities;

(3) Evidence satisfactory to the city that the applicant has the financial resources to complete the proposed project, and to construct, operate and repair the proposed facility over the franchise term. It is not the intent of the city to require an applicant to prove that the services it proposes to offer will succeed in the marketplace;

(4) Evidence satisfactory to the city that applicant is technically qualified to construct, operate and repair the proposed facility. At a minimum, the applicant must show that it has experience or resources to ensure that work is to be performed adequately, and can respond to emergencies during and after construction is complete;

(5) Evidence satisfactory to the city that the applicant is legally qualified, which proof must include a demonstration that the applicant:

(a) Has received, or is in a position to receive, necessary authorizations from state and federal authorities,

(b) Has not engaged in conduct (fraud, racketeering, violation of antitrust laws, consumer protection laws, or similar laws) that allows city to conclude the applicant cannot be relied upon to comply with requirements of franchise, or provisions of this chapter,

(c) Is willing to enter into a franchise, to pay required compensation and to abide by the provisions of applicable law, including those relating to the construction, operation or maintenance of its facilities, and has not entered into any agreement that would prevent it from doing so;

(6) An affidavit or declaration of the applicant or authorized officer thereof certifying the truth and accuracy of the information in the application, and certifying that the application meets all requirements of applicable law;

(7) An applicant may show that it would be inappropriate to deny it a franchise by virtue of: the particular circumstances surrounding the acts or omissions at issue; the steps taken by the applicant to cure all harms flowing therefrom and to prevent their recurrence; and the lack of involvement of the applicant's principals, or the remoteness of the acts or omissions from the operation of open video system facilities;

(8) To the extent that the applicant is in any respect relying on the financial or technical resources of another person, including another affiliate, the proofs should be provided for that person. An applicant will be presumed to have the requisite financial, or technical or legal qualifications to the extent such qualifications have been reviewed and approved by a state agency of competent jurisdiction; or if applicant is a holder of a franchise in the city for a cable system or open video system, and conduct under such other franchise provides no basis for additional investigation.

(C) Procedure for Applying for Grant of a Franchise.

(1) A person may apply for an initial or renewal franchise on its own initiative or in response to a request for proposals. Upon receipt of an application, the city shall promptly proffer the applicant a proposed OVS agreement, which shall be mailed to the person requesting its issuance and made available to any other interested party. The city may request such additional information, as it deems appropriate.

(2) An applicant shall respond to requests for information completely, and within the time directed by the city, and must strictly comply with procedures, instructions, and requirements the city may establish.

(3) An application may be rejected if it is incomplete or the applicant fails to follow procedures or respond fully to information requests.

(D) Evaluation. In evaluating a franchise application, the city may consider the following:

(1) The extent to which the applicant has substantially complied with the applicable law and the material terms of any existing city OVS franchise;

(2) Whether the applicant has the financial, technical, and legal qualifications to hold an OVS franchise;

(3) Whether the application satisfies any minimum requirements established by the city for, or will otherwise provide adequate public, educational, and governmental use capacity, facilities, or financial support (including with respect to institutional networks);

(4) Whether issuance of a franchise would require replacement of property or involve disruption of property, public services, or use of the public rights-of-way;

(5) Whether the approval of the application may eliminate or reduce competition in the delivery of cable service in the city.

(E) Issuance. If the city finds that it is in the public interest to issue a franchise considering the factors above, and such other matters as it is required or entitled to consider, and subject to the applicant's entry into an appropriate OVS agreement, it shall issue a franchise. Prior to deciding

whether or not to issue a franchise, the city may hold one or more public hearings or implement other procedures under which comments from the public on an application may be received.

(F) Legal Qualifications. In order to be legally qualified:

(1) The applicant must be willing to comply with the provisions of this chapter and applicable laws, and to comply with such requirements of an OVS agreement as the city may lawfully require;

(2) The applicant must not hold a cable system franchise, or have pending an application for a cable system franchise with the city;

(3) The applicant must not have had any cable system or OVS franchise validly revoked, (including any appeals) by the city within three years preceding the submission of the application;

(4) The applicant may not have had an application for an initial or renewal cable system franchise to the city denied within three years preceding the submission of the application;

(5) The applicant may not have had an application for an initial or renewal OVS franchise denied on any grounds within three years of the applications;

(6) The applicant or its principals shall not be issued a franchise if, at any time during the ten years preceding the submission of the application, applicant was convicted or found to have committed fraud, racketeering, securities fraud, anticompetitive actions, unfair trade practices or other conduct of such character that the applicant cannot be relied upon to deal truthfully with the city and the subscribers or to substantially comply with its obligations;

(7) Applicant must have the necessary authority under California and federal law to operate an OVS, and must be certified by the FCC under Section 653 of the Cable Act.

(8) The applicant shall not be issued a franchise if it files materially misleading information in its application or intentionally withholds information that the applicant lawfully is required to provide; and

(9) For purposes of subsection (F)(2) through (5) of this section, the term applicant includes any affiliate of applicant.

(G) Exception. Notwithstanding subsection (F) of this section, an applicant shall be provided a reasonable opportunity to show that a franchise should issue even if the requirements of subsection (F)(4) and (5) of this section are not satisfied, by virtue of the circumstances surrounding the matter and the steps taken by the applicant to cure all harms flowing therefrom and prevent their recurrence, the lack of involvement of the applicant's principals, or the remoteness of the matter from the operation of a cable system.

(Ord. 2005-03, 2005.)

5.20.340 Transfers.

(A) City Approval Required. No transfer shall occur without prior written notice to and approval of the city.

(B) Application.

(1) A franchisee shall notify the city within ten days of any proposed transfer, and submit an application for its approval.

(2) The city manager may specify information that must be provided in connection with a transfer application. At a minimum, an application must: describe the entities involved in the transaction and the entity that will hold the franchise; describe the chain of ownership before and after the proposed transaction; show that the entity that will hold the franchise will be legally, financially, and technically qualified to do so; attach complete information on the proposed transaction, including the contracts or other documents that relate to the proposed transaction, and all documents, schedules, exhibits, or the like referred to therein; and attach any shareholder reports or filings with the securities and exchange commission ("SEC") that discuss the transaction.

(3) For the purposes of determining whether it shall consent to a transfer, the city or its agents may inquire into all qualifications of the prospective transferee and such other matters as the city may deem necessary to determine whether the transfer is in the public interest and should be approved, denied or conditioned. If the transferee or franchisee refuses to provide information, or provide incomplete information, the request for transfer may be denied.

(C) Determination by the City.

(1) In deciding whether a transfer application should be granted, denied or granted subject to conditions, the city council may consider the legal, financial, and technical qualifications of the transferee to operate the OVS; whether the incumbent OVS operator is in compliance with its OVS agreement and this chapter and, if not, the proposed transferee's commitment to cure such noncompliance; whether the transferee owns or controls any other OVS or cable system in the city; and whether

operation by the transferee may eliminate or reduce competition in the delivery of cable service in the city; and whether operation by the transferee or approval of the transfer would adversely affect subscribers, the public, or the city's interest under this title, the OVS agreement or other applicable law.

(2) In order to obtain approval of a transfer, an applicant must show, at a minimum, that: the transferee is qualified; the transfer will not adversely affect the interests of subscribers, the public, or the city; and that noncompliance issues have been resolved. No application shall be granted unless the transferee agrees in writing that it will abide by and accept all terms of this chapter and the franchise, and that it will assume the obligations, liabilities, and responsibility for all acts and omissions, known and unknown, of the previous franchisee for all purposes. The proposed transferee shall pay all reasonable costs incurred by the city in reviewing and evaluating the applications.

(Ord. 2005-03, 2005.)

5.20.350 Minimum requirements.

(A) PEG Access. No OVS operator shall be issued a franchise, or may commence construction of an OVS system, until (1) it agrees to match in all respects the highest PEG obligations borne by any operator in the city; or (2) it agrees to PEG obligations acceptable to the city.

(B) Institutional Network. Any OVS operator that constructs an I-Net must match in all respects the highest I-Net obligations borne by any operator in the city, unless it agrees to alternative I-Net obligations acceptable to the city.

(C) Construction Provisions. Every OVS agreement shall specify the construction schedule that will apply to any required construction, upgrade, or rebuild of the OVS. The schedule shall provide

for prompt completion of the project, considering the amount and type of construction required.

(D) Testing. Each OVS operator shall perform at its expense such tests as may be necessary to show whether or not the franchisee is in compliance with its obligations under this chapter or a franchise.

(E) Consumer Protection Provisions. Every franchisee must satisfy customer service consumer protection requirements established from time to time under state or local law and applicable to OVS.

(Ord. 2005-03, 2005.)

5.20.360 Special termination rules.

If a franchisee's FCC certification is revoked or otherwise terminates as a result of the passage of time or as a matter of law, the city may revoke the OVS franchise after a hearing. The OVS franchise may also be revoked if federal regulations or statutory provisions governing OVS are declared invalid or unenforceable or are repealed.

(Ord. 2005-03, 2005.)

5.20.370 Rate regulation.

The city may regulate a franchisee's rates and charges except as prohibited by law, and may do so by amendment to this chapter, separate ordinance, by amendment to an OVS agreement, or in any other lawful manner.

(Ord. 2005-03, 2005.)

5.20.380 Fee in lieu of franchise fee.

(A) OVS Operators. In lieu of the franchise fee required by Article II of this chapter, an OVS franchisee shall pay a fee of five percent of the gross revenues of the franchisee, its affiliates or any OV S operator of the OV S.

(B) Persons Leasing OVS Capacity.

(1) A person leasing capacity from an OV S operator, other than a person whose revenues are included in the payment made under subsection (A) of this section, shall pay the city a fee in lieu of the franchise fee required by Article 2 of this chapter of five percent of the gross revenues of such person.

(2) Notwithstanding the foregoing, where franchisee charges a person, other than an affiliate, to use its OVS (the "use payments"); and that person recovers those use payments through charges to its subscribers that are included in that person's gross revenues; and that person fully recovers the use payments through the charges to its subscribers and pays a fee on those charges pursuant to subsection (A) of this section, then franchisee may deduct from its gross revenues the use payments it receives from that person.

(Ord. 2005-03, 2005.)

5.20.390 Exclusive contracts.

A franchisee may not require a subscriber or a building owner or manager to enter into an exclusive contract as a condition of providing or continuing service, nor may a franchisee enter into any arrangement that would effectively prevent other persons from using the OVS to compete in the delivery of cable services with a franchisee or its affiliates.

(Ord. 2005-03, 2005.)

Article IV Miscellaneous

5.20.400 Captions.

The captions to sections throughout this chapter are intended solely to facilitate reading and reference to the sections and provisions of this chapter. Such captions shall not affect the meaning or interpretation of this chapter.

(Ord. 2005-03, 2005.)

5.20.410 Calculation of time.

Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required under this chapter or any franchise, and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed in this chapter, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time.

(Ord. 2005-03, 2005.)

5.20.420 Severability.

If any term, condition, or provision of this chapter shall, to any extent, be held to be invalid or unenforceable by a valid order of any court or regulatory agency, the remainder hereof shall be valid in all other respects and continue to be effective. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, such provision shall thereupon return to full force and effect without further action by the city and shall thereafter be binding on the franchisee and the city.

(Ord. 2005-03, 2005.)

5.20.430 Connections to cable system; use of antennae.

(A) Subscriber Right to Attach. To the extent consistent with federal law, subscribers shall have the right to attach VCR's, receivers, and other terminal equipment to a franchisee's cable system. Subscribers also shall have the right to use their own remote control devices and converters and other similar equipment.

(B) Removal of Existing Antennae. A franchisee shall not, as a condition of providing service, require a subscriber or potential subscriber to remove any existing antenna, or disconnect an antenna except at the express direction of the subscriber or potential subscriber, or prohibit installation of a new antenna, provided that such antenna is connected with an appropriate device and complies with applicable law.

(Ord. 2005-03, 2005.)

5.20.440 Discrimination prohibited.

(A) No Retaliatory Actions. A cable communications system operator shall not discriminate among persons or the city or take any retaliatory action against a person or the city because of that entity's exercise of any right it may have under federal, state, or local law, nor may the operator require a person or the city to waive such rights as a condition of taking service.

(B) Employment and Hiring Practices. A cable communications system operator shall not refuse to employ, discharge from employment, or discriminate against any person in compensation or in terms, conditions, or privileges of employment because of race, color, creed, national origin, sex, sexual orientation, age, disability, religion, ethnic background or marital status. A cable communications system operator shall comply with all federal, state, and local laws and regulations governing equal employment opportunities, and hiring practices, as the same may be amended from time to time.

(Ord. 2005-03, 2005.)

5.20.450 Transitional provisions.

(A) Persons Operating Without a Franchise. The operator of any facility installed as of the effective date of the ordinance codified in this chapter, for which a franchise is required under this chapter, shall have three months from the effective date of the ordinance codified in this chapter to file one or more applications for a franchise. Any operator timely filing such an application under this subsection shall not be subject to a penalty for failure to have such a franchise so long as the application remains pending; provided, however, nothing in this chapter shall relieve any cable communications system operator of any liability for its failure to obtain any permit or other authorization required under other provisions of the city code, and nothing in this chapter shall prevent the city from requiring removal of any facilities installed in violation of the city code.

(B) Persons Holding Franchises. Any person holding an existing franchise for a cable communications system may continue to operate under the existing ordinance to the conclusion of its present term (but not any renewal or extension thereof) with respect to those activities expressly authorized by the franchise; and provided further that, such person shall be subject to the other provisions of this chapter to the extent permitted by law.

(C) Persons with Pending Applications. Pending applications shall be subject to this chapter. A person with a pending application shall have thirty days from the effective date of the ordinance codified in this chapter to submit additional information to comply with the requirements of this chapter governing applications.

CUSTOMER SERVICE STANDARDS

The Franchisee shall comply with the customer service and reporting requirements in this section, or as amended. These requirements include but are not limited to the requirements set forth in FCC regulations, including 47 C.F.R. § 75.309 and other applicable law. To the extent the provisions of this section differ from applicable FCC regulations or any applicable law, the provision or provisions that impose the highest standard or greatest legal duties or obligations upon the Franchisee shall take precedence, unless a different order of precedence is expressly set herein.

(1) Office Availability.

1.1 Each Franchisee will maintain at least one or more convenient locations in the City open for walk-in traffic at least ten (10) hours per day (except legal holidays) Monday through

Friday, with some evening hours, and at least five (5) hours on Saturday to allow Subscribers to pay bills. The Franchisee shall provide to Subscribers a convenient means to drop off equipment and to pick up equipment by providing a location within the City for pick-up and drop off of equipment or by providing for pick up and delivery of equipment at no cost to the customer (i.e. truck roll, postage paid mailer).

1.2. Each Franchisee will perform service calls, installations, and disconnects at least ten (10) hours per day Monday through Saturday, except legal holidays, provided that a Franchisee will respond to outages twenty-four (24) hours a day, seven (7) days a week.

(2) Telephones. All Call Response statistics shall be measured on the basis of call response statistics in all call centers that serve Subscribers. If the call centers serve Subscribers located in other communities, the Franchisee shall ensure that call center representatives do not give priority or preferential treatment to Subscribers located in other communities.

(A) Definition of Call Response terms:

(i) Answer time is the interval between when the Franchisee receives a call and when an interactive voice response (IVR) or agent answers.

(ii) Speed of Answer is the amount of time between when the customer is transferred into the agent queue from either an IVR or an agent and the time an agent answers.

(iii) Calls Abandoned is the percentage of calls in any agent queue that are abandoned.

(iv) Trunks Busy represents the percentage of time customers receive a busy signal when they call customer service during normal business hours.

2.1. Each Franchisee will establish a publicly listed local toll-free telephone number. Customer service representatives must answer the phone at least ten (10) hours per day, Monday through Saturday, except legal holidays, for the purpose of receiving requests for service, inquiries, and complaints from Subscribers. After such business hours the phone will be answered so that customers can register complaints and report service problems on a twenty-four (24) hour per day, seven (7) day per week basis, and so that the Franchisee can respond to service outages as required herein.

2.2. Standards for Call Response.

2.2.1. Answer Time will not exceed thirty (30) seconds or four (4) rings. Under normal operating conditions the Franchisee shall meet this requirement at least ninety (90) percent of the time.

2.2.2. The average Speed of Answer shall not exceed thirty (30) seconds. Under normal operating conditions the Franchisee shall meet this requirement at least ninety (90) percent of the time.

2.2.3. The percentage of Calls Abandoned shall not exceed three (3) percent under normal operating conditions.

2.2.4. Subscribers shall receive a Trunks Busy signal less than three (3) percent of the time under normal operating conditions.

2.3. Call Response Reports.

2.3.1. Franchisee shall submit reports on Call Response statistics every calendar quarter, except as otherwise provided in this section.

2.3.2. If any of a Franchisee's quarterly Call Response statistics fail to demonstrate compliance with any applicable requirement, the Franchisee must thereafter submit monthly reports on all Call Response times until the Franchisee requests and the City approves resuming quarterly reporting.

2.3.3. Information in the reports about Call Response times shall be determined on the basis of the simple average of results during business hours under normal operating conditions for the entire reporting period, and any report submitted at the end of a calendar quarter shall report the total number of calls during the proceeding quarter and the average Call Response times during that quarter.

2.4. Other Reports.

2.4.1. A Franchisee shall submit reports on all customer service standards identified in this Section during each successive calendar quarter for the term of the Franchise except as otherwise might be provided herein. If a Franchisee's reports for two (2) quarters within a calendar

year fail to demonstrate that the Franchisee has complied with any customer service standard in this section, the Franchisee shall thereafter submit monthly reports about performance of each such requirement until it reports three (3) consecutive months with less than five (5) percent deviation from any minimum required standard unless the Franchisee demonstrates to the City's satisfaction that the deviation occurred when it was not operating under normal operating conditions as defined in 47 C.F.R. § 76.309 and reports on the nature and duration of such non-normal operating conditions.

2.4.2. Timing. A Franchisee shall submit reports within thirty (30) days after the close of the applicable reporting period. Each report shall include data from the applicable reporting period.

2.4.3. Each of the reporting requirements in this Section is self-executing and the Franchisee agrees that the City does not need to provide additional notice or an opportunity to cure in order to establish that the Franchisee has committed a breach of these requirements for the purposes of the Franchisee's obligation to pay liquidated damages as described in this Section.

2.4.4. Compliance. If a monthly or quarterly report indicated that a Franchisee has failed to meet any of the minimum required standards, the Franchisee shall provide a written explanation of the deviation within ten (10) business days of the report, including steps being taken to cure the deviation, and the time expected to implement the cure. A Franchisee must cure within thirty (30) days unless a longer period is agreed to in writing by the City, which agreement shall not be unreasonably withheld.

(3) Scheduling Work.

3.1. All appointments for service, installation, or disconnection will be specified by date. Each Franchisee will set a specific time at which the work will be done, or offer a choice of time blocks, which will not exceed four (4) hours in length. A Franchisee my also, upon request, schedule service installation calls outside normal business hours, for the express convenience of the customer.

3.2. If at any time an installer or technician is late for an appointment and/or believes a scheduled appointment time will be missed, an attempt to contact the customer will be made before the time of appointment and the appointment rescheduled at a time convenient to the customer. If rescheduling is necessary, it is the Franchisee's burden to prove it met the appointment.

3.3. The Franchisee will offer and fully describe to Subscribers who have experienced a missed appointment (where the missed appointment was not the Subscriber's fault) that the Subscriber may choose between the following options:

3.3.1. Installation or service call free of charge, if the appointment was for an installation or service call for which a fee was to be charged;

3.3.2. One (1) month of the most widely subscribed to service tier free of charge for other appointments; and

3.3.3. An opportunity to elect remedies under California Civil Code 1722, if applicable.

3.4. If the Franchisee makes reasonable and no less than three (3) attempts to confirm an appointment during the scheduled appointment time or appointment window and is unsuccessful in obtaining such confirmation, the Franchisee may assume that the customer has cancelled the appointment.

(4) Service Standards.

4.1. Under normal operating conditions, requests for service, repair, and maintenance must be acknowledged by a trained customer service representative within twenty-four (24) hours, or before the end of the next business day, whichever is earlier.

4.2. A Franchisee will respond to all other inquiries (including billing inquiries) within five (5) business days of the inquiry or complaint.

4.3. Under normal operating conditions, repairs and maintenance for outages or service interruptions must be completed within twenty-four (24) hours after the outage or interruption becomes known to Franchisee where the Franchisee has adequate access to facilities to which it must have access in order to remedy the problem.

4.4. Under normal operating conditions, work to correct all other service problems must be begun by the next business day after notification of the service problem, and must be completed within five (5) business days from the date of the initial request.

4.5. When normal operating conditions do not exist, a Franchisee will complete the work in the shortest time possible.

4.6. A Franchisee will not cancel a service or installation appointment with a customer within 24 hours of the appointment or after the close of business on the business day preceding the scheduled appointment, whichever is earlier.

4.7. Requests for additional outlets, service upgrades or other connections (e.g., DMX, VCR, A/B switch) separate from the initial installation will be performed within seven (7) business days after an order has been placed.

4.8. Under normal operating conditions, the service standards set out in Sections 4.14.7 will be met at least ninety-five (95) percent of the time, measured on a quarterly basis.

4.9. The failure of the Franchisee to hire sufficient staff or to properly train its staff will not justify a Franchisee's failure to comply with this provision.

(5) Disabled Services. With regard to Subscribers with disabilities, upon Subscriber request, each Franchisee will arrange for pickup and/or replacement of converters or other Franchisee equipment at the Subscriber's address or by a satisfactory equivalent (such as the provision of a postage-prepaid mailer).

(6) Notice to Subscribers Regarding Service. A Franchisee will provide each Subscriber at the time service is installed, and annually thereafter, clear and accurate written information:

6.1. On placing a service call, filing a complaint, or requesting an adjustment (including when a Subscriber is entitled to refunds for outages and how to obtain them);

6.2. Showing the telephone number of the City office responsible for administering the Cable Television Franchise;

6.3. Detailing current rates and charges (which must include any senior, disabled or other discounts offered and the least expensive tier of service available), Channel positions, services provided, delinquent Subscriber disconnect and reconnect procedures; information regarding the availability of parental control devices, the conditions under which they will be provided and the cost (if any) charged;

6.4. Describing conditions that must be met to qualify for discounts;

6.5. Describing any other of the Franchisee's policies in connection with its Subscribers; and

6.6. Describing any discounts, services, or specialized equipment available to Subscribers who are Seniors or with disabilities; explaining how to obtain them; and explaining how to use any accessibility features.

(7) Notices to the City. Franchisee will provide the City with copies of all notices provided to its Subscribers pursuant to this article.

(8) Changes in Noticed Information. Franchisee will provide the City Manager (or designee) at least sixty (60) days, and all Subscribers at least thirty (30) days, written notice of any material changes in the information required to be provided under this article, except that, if federal law establishes a shorter notice period and preempts this requirement, the federal requirement will apply.

(9) Truth in Advertising. Each Franchisee will take appropriate steps to ensure that all written Franchisee promotional materials, announcements, and advertising of residential Cable service to Subscribers and the general public, where price information is listed in any manner, clearly and accurately discloses price terms. In the case of telephone orders, a Franchisee will take appropriate steps to ensure that price terms are clearly and accurately disclosed to potential customers in advance of taking the order.

9.1. Each Franchisee will maintain a file open for public inspection containing all notices provided to Subscribers under these customer service standards, as well as all promotional offers made to Subscribers. The notices and offers will be kept in the file for at least one (1) year from the date of such notice or promotional offer.

(10) Interruptions of Service. A Franchisee shall inform Subscribers and the City, three (3) days prior to any scheduled or planned interruption of service for planned maintenance or construction; provided, however, that planned maintenance that does not require more than one (1) hour interruption of service and/or that occurs between the hours of 12:00 a.m. and 6:00 a.m. will not require such notice to Subscribers. Notice to the City must be given no less than twenty-four (24) hours before the anticipated service interruption.

(11) Prorated Billing. A Franchisee's first billing statement after a new installation or service change will be prorated as appropriate and will reflect any security deposit.

(12) Billing Statement.

12.1. A Franchisee's billing statement must be clear, concise, and understandable; must itemize each category of service and equipment provided to the Subscriber; and must state clearly the charges therefor.

12.2. A Franchisee's billing statement must show a specific payment due date not earlier than the later of:

12.2.1. Fifteen (15) days after the date the statement is mailed; or

12.2.2. The tenth (10th) day of the service period for which the bill is rendered.

12.3. A late fee or administrative fee (collectively referred to below as a "late fee") may not be imposed for payments earlier than twenty-seven (27) days after the due date specified in the bill.

12.4. A late fee may not be imposed unless the Subscriber is provided written notice at least ten (10) days prior to the date the fee is imposed that a fee will be imposed, the date the fee will be imposed and the amount of the fee that will be imposed if the delinquency is not paid. A late fee may not be imposed unless the outstanding balance exceeds $10.00 and may not exceed $5.00.

12.5. Subscribers will not be charged a late fee or otherwise penalized for any failure by a Franchisee, including failure to timely or correctly bill the Subscriber, or failure to properly credit the Subscriber for a payment timely made. Payments will be considered timely if postmarked on the due date.

12.6. A Franchisee's bill must permit a Subscriber to remit payment by mail or in Person at the Franchisee's local office or payment facility.

(13) Credit for Service Impairment.

13.1. A Subscriber's account will be credited a prorated share of the monthly charge for the service upon Subscriber request if a Subscriber is without service or if service is substantially impaired for any reason for a period exceeding four (4) hours during any twenty-four (24) hour period, or automatically if the loss of service or impairment is for twenty-four (24) hours or longer.

13.2. A Franchisee need not credit Subscriber where it establishes that a Subscriber will obtain a refund for a loss of service or impairment caused by the Subscriber or by Subscriber-owned equipment (not including, for purposes of this Section, in-home wiring installed by the Franchisee).

(14) Billing Complaints. Franchisee will respond to all written billing complaints from Subscribers within thirty (30) days.

(15) Billing Refunds. Refunds to Subscribers will be issued no later than:

15.1. The earlier of the Subscriber's next billing cycle following resolution of the refund request, or thirty (30) days; or

15.2. The date of return of all equipment to Franchisee, if Cable service has been terminated.

(16) Credits for Cable Service. Credits for Cable service will be issued no later than the Subscriber's next billing cycle after the determination that the credit is warranted.

(17) Disconnection/Downgrades.

17.1. A Subscriber may terminate service at any time.

17.2. A Franchisee will promptly disconnect from the Franchisee's Cable system or downgrade any Subscriber who so requests. No charges for service may be made after the Subscriber requests disconnection. No period of notice before voluntary termination or downgrade of Cable service may be required of Subscribers by any Franchisee. There will be no charge for disconnection, except for the collection fee authorized by state law, and any downgrade charges will conform to applicable law.

(18) Security Deposit. Any security deposit and/or other funds due a Subscriber that disconnects or downgrades service will be returned to the Subscriber within thirty (30) days or in the next billing cycle, whichever is later, from the date disconnection or downgrade was requested except in cases where the Subscriber does not permit the Franchisee to recover its equipment, in which case the amounts owed will be paid to Subscribers within thirty (30) days of the date the equipment was recovered, or in the next billing cycle, whichever is later.

(19) Disconnection due to Nonpayment.

19.1. A Franchisee may not disconnect a Subscriber's Cable service for nonpayment unless:

19.1.1. The Subscriber is delinquent in payment for Cable service;

19.1.2. A separate, written notice of impending disconnection, postage prepaid, has been sent to the Subscriber at least twenty (20) days before the date on which service may be disconnected, at the premises where the Subscriber requests billing, which notice must identify the names and address of the Subscriber whose account is delinquent, state the date by which disconnection may occur if payment is not made, and the amount the Subscriber must pay to avoid disconnection, and a telephone number of a representative of the Franchisee who can provide additional information concerning and handle complaints or initiate an investigation concerning the services and charges in question;

19.1.3. The Subscriber fails to pay the amounts owed to avoid disconnection by the date of disconnection: and

19.1.4. No pending inquiry exists regarding the bill to which Franchisee has not responded in writing.

19.2. If the Subscriber pays all amounts due, including late charges, before the date scheduled for disconnection, the Franchisee will not disconnect service. Service may only be terminated on days in which the customer can reach a representative of the Franchisee either in person or by telephone.

19.3. After disconnection (except as noted below), upon payment by the Subscriber in full of all proper fees or charges, including the payment of the reconnection charge, if any, the Franchisee will promptly reinstate service.

(20) Immediate Disconnection. A Franchisee may immediately disconnect a Subscriber if:

20.1. The Subscriber is damaging, destroying, or unlawfully tampering with or has damaged or destroyed or unlawfully tampered with the Franchisee's Cable System;

20.2. The Subscriber is not authorized to receive a service, and is facilitating, aiding or abetting the unauthorized receipt of service by others; or

20.3. Subscriber-installed or attached equipment is resulting in signal leakage that is in violation of FCC rules.

20.4. After disconnection, the Franchisee will restore service after the Subscriber provides adequate assurance that it has ceased the practices that led to disconnection, and paid all proper fees and charges, including any reconnect fees and all amounts owed the Franchisee for damage to its Cable system or equipment. Provided that, no reconnection fee may be imposed on a Subscriber disconnected pursuant to this article if the leakage was the result of the Franchisee's acts or omissions; or in any case unless the Franchisee notifies the Subscriber of the leakage at least three (3) business days in advance of disconnection, and the Subscriber has failed to correct the leakage within that time.

(21) Franchisee's Property. Except as applicable law may otherwise provide, a Franchisee may remove its property from a Subscriber's premises within thirty (30) days of the termination of service. If a Franchisee fails to remove its property in that period, the property will be deemed abandoned unless the Franchisee has been denied access to the Subscriber's premises, or the Franchisee has a continuing right to occupy the premises under applicable law.

(22) Deposits. A Franchisee may require a reasonable, non-discriminatory deposit on equipment provided to Subscribers. Deposits will be placed in an interest-bearing account, and the Franchisee will return the deposit, plus interest earned to the date the deposit is returned to the Subscriber, less any amount the Franchisee can demonstrate should be deducted for damage to such equipment.

(23) Parental Control Option. Without limiting a Franchisee's obligations under Federal law, a Franchisee must provide parental control devices at no charge to all Subscribers who request them that enable the Subscriber to block the video and audio portion of any Channel or Channels of programming.

(24) Penalties.

Pursuant to California Government Code § 53088.2, and any successor statute or regulation, penalties will be assessed against a Franchisee for any breach of Sections 1-23 of these customers service standards.

(25) Notwithstanding the requirements of this article, the City Manager is authorized to relieve a Franchisee of its obligations under this article if:

25.1. Franchisee shows that there is an alternative standard that is substantially similar to that established by this article;

25.2. In light of the number of customers served by a Franchisee, the requirements of this Article are, in the City Manager's sole discretion, unduly burdensome and there is an alternative way to serve the same interest.

APPLICATION FOR OVS FRANCHISE

(1) Please provide the following information on a separate attachment:

(a) The name and address of the Applicant.

(b) Identify who owns and controls the Applicant. Your answer should list the names and addresses of the ten (10) largest holders of an ownership interest in the Applicant, the names and addresses of all Persons in the Applicant's direct ownership chain, showing their relation to one another. If there are contracts for the management and operation of the OVS, or arrangements for use of the OVS by an Affiliate, the entities involved and their ownership, and their relationship to the Applicant should be described.

(2) Please provide information sufficient to show that you have the technical resources to construct and maintain the proposed OVS. Identify the companies and personnel that will be involved in the construction and maintenance, and references for the entities identified.

(3) Please check the appropriate box.

Yes	No	
·	·	Is Applicant willing to comply with the provisions of the City Code and other applicable laws; and to comply with such requirements of an OVS Agreement as the City may lawfully require?
·	·	Does Applicant, or its Affiliates hold a Cable system Franchise for the City, or have a pending request a Cable system Franchise (whether a initial or renewal Franchise, or Transfer request)?
·	·	Has Applicant had a request for cable or OVS Franchise denied by the City?
·	·	If so, did the denial occur, or was a challenge to the denial resolved adversely to Applicant, in the last 36 months?
·	·	Has Applicant had cable or OVS Franchise revoked by the City?
·	·	If so, did the Revocation occur, or was a challenge to the Revocation resolved adversely to Applicant, in the last 36 months?
·	·	Does Applicant must have the necessary authority under California and federal law to operate an OVS? (If yes, please provide proof of the authorization).
·	·	During the ten (10) years preceding the submission of the application, was Applicant found guilty of violating any consumer protection laws, or laws prohibiting anticompetitive acts, fraud, racketeering, or other similar conduct?
·	·	Does an elected official of the City hold a controlling interest in the Applicant or an Affiliate of the Applicant?

In any case where the answer to a question was "yes," please provide a detailed explanation of your answer.

(4) Please provide a statement prepared by a certified public accountant showing that Applicant has the financial resources necessary to construct and operate the OVS as proposed.

(5) Please identify the area of the City that will be served by the OVS, with accompanying maps.

(6) Provide a schedule for construction of the OVS, including an estimate of plant mileage and its location; whether or not an institutional network will be constructed; information on the availability of space in conduits including, where appropriate, an estimate of the cost of any necessary rearrangement of existing facilities; and a description, where appropriate, of how services will be converted from existing facilities to new facilities.

(7) Describe in detail the Channels, facilities and other support you propose to provide for public, educational and government use of the system.

The undersigned hereby certifies the truth and accuracy of the information in the Application, and all attachments thereto, acknowledges the enforceability of Application commitments, and certifies that the Application meets all requirements of applicable law.

FOR: _____

BY _____

ITS_____

Subscribed and sworn before me this_____day of_____, _____.

(Ord. 2005-03, 2005.)

Chapter 5.21 STATE VIDEO SERVICE FRANCHISES

5.21.010 General provisions.

(A) Purpose.

This section is intended to be applicable to state franchise holders who have been awarded a state video franchise under the California Public Utilities Code section 5800 et seq. (the Digital Infrastructure and Video Competition Act of 2006 ["DIVCA"]), to serve any location(s) within the incorporated boundaries of the city. It is the purpose of this chapter to implement within the incorporated boundaries of the city the provisions of DIVCA and the rules of the California Public Utilities Commission promulgated thereunder that are applicable to a "local franchising entity" or a "local entity" as defined in DIVCA.

(B) Rights Reserved.

(1) The rights reserved to the city under this Chapter 5.21 are in addition to all other rights of the city, whether reserved by this Chapter 5.21 or authorized by law, and no action, proceeding or exercise of a right shall affect any other rights which may be held by the city.

(2) Except as otherwise provided by DIVCA, a state franchise shall not include, or be a substitute for:

(a) Compliance with generally applicable requirements for the privilege of transacting and carrying on a business within the city, including, but not limited to, compliance with the

conditions that the city may establish before facilities may be constructed for, or providing, non-video services;

(b) Any permit or authorization required in connection with operations on or in public rights-of-way or public property, including, but not limited to, encroachment permits, street work permits, pole attachment permits and street cut permits; and

(c) Any permit, agreement or authorization for occupying any other property of the city or any private person to which access is not specifically granted by the state franchise.

(3) Except as otherwise provided in DIVCA, a state franchise shall not relieve a state franchisee of its duty to comply with all laws, including the ordinances, resolutions, rules, regulations, and other laws of the city, and every state franchisee shall comply with the same.

(C) Compliance.

Nothing contained in this chapter shall ever be construed so as to exempt a state franchise holder from compliance with all ordinances, rules or regulations of the city now in effect or which may be hereafter adopted which are consistent with this section or California Public Utilities Code Section 5800 et seq.

(Ord. 2007-08 § 1, 2007.)

5.21.020 Definitions.

(A) Definitions Generally—Interpretation of Language.

For purposes of this chapter, the following terms, phrases, words, and their derivations shall have the meaning given in this section. Unless otherwise expressly stated, words not defined in this chapter shall be given the meaning set forth in Chapter 5.20 of the American Canyon Municipal Code as may be amended from time to time, unless the context indicates otherwise. Words not defined in this section or Chapter 5.20 of the American Canyon Municipal Code shall have the same meaning as established in (1) DIVCA, and if not defined therein, (2) Commission rules implementing DIVCA, and if not defined therein, (3) Title VI of Title 47 of the Communications Act of 1934, as amended, 47 USC Section 521 et seq., and if not defined therein, (4) their common

and ordinary meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and "including" and "include" are not limiting. The word "shall" and "will" are always mandatory. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision. References to laws, ordinances or regulations shall be interpreted broadly to cover government actions, however nominated, and include laws, ordinances and regulations now in force or hereinafter enacted or amended.

(1) "Access," "PEG access," "PEG use," or "PEG" means the availability of a cable or state franchise holder's system for public, educational, or governmental use by various agencies, institutions, organizations, groups, and individuals, including the city and its designated access providers, to acquire, create, and distribute programming not under a state franchise holder's editorial control.

(a) "Public access" or "public use" means access where organizations, groups, or individual members of the general public, on a non-discriminatory basis, are the primary or designated programmers or users having editorial control over their communications;

(b) "Education access" or "education use" means access where accredited educational institutions are the primary or designated programmers or users having editorial control over their communications;

(c) "Government access" or "government use" means access where government institutions or their designees are the primary or designated programmers or users having editorial control over their communications.

(2) "Gross revenues" means all revenues actually received by the holder of a state franchise that are derived from the operation of the holder's network to provide cable service or video service within the incorporated areas of the city, subject to the specifications of California Public Utilities Code Section 5860.

(3) "State franchise holder" or "state franchisee" means a cable operator or video service provider that has been issued a franchise by the California Public Utilities Commission to provide

cable service or video service, as those terms are defined in California Public Utilities Code Section 5830, within any portion of the incorporated limits of the city.

(Ord. 2007-08 § 1, 2007.)

5.21.030 Franchise fees.

(A) State Franchise Fees. Any state franchise holder operating within the incorporated areas of the city shall pay to the city a state franchise fee equal to five percent of gross revenues.

(B) Payment of Franchise Fees. The state franchise fee required pursuant to subsection A of this section shall each be paid quarterly, in a manner consistent with California Public Utilities Code Section 5860. The state franchise holder shall deliver to the city, by check or other means, which shall be agreed to by the city, a separate payment for the state franchise fee not later than forty-five days after the end of each calendar quarter. Each payment made shall be accompanied by a report, detailing how the payment was calculated, and shall include such additional information on the appropriate form as designated by the city.

(C) Audits. The city may audit the business records of the holder of a state franchise in a manner consistent with California Public Utilities Code Section 5860(i).

(D) Late Payments. In the event a state franchise holder fails to make payments required by this section on or before the due dates specified in this section, the city shall impose a late charge at the rate per year equal to the highest prime lending rate during the period of delinquency, plus one percent.

(E) Lease of City-Owned Network. In the event a state franchise holder leases access to a network owned by the city, the city may set a franchise fee for access to the city-owned network separate and apart from the franchise fee charged to state franchise holders pursuant to subsection A of this section, which fee shall otherwise be payable in accordance with the procedures established by this section.

(Ord. 2007-08 § 1, 2007.)

5.21.040 Customer service.

(A) Customer Service Standards. A state franchise holder shall comply with Sections 53055, 53055.2, and 53088.2 of the California Government Code; the FCC customer service and notice standards set forth in Sections 76.309, 76.1602, 76.1603, and 76.1619 of Title 47 of the Code of Federal Regulations; Section 637.5 of the California Penal Code; the privacy standards of Section 551 of Title 47 of the United States Code; and all other applicable state and federal customer service and consumer protection standards pertaining to the provision of video service, include any such standards hereafter adopted. In case of a conflict, the stricter standard shall apply. All customer service and consumer protection standards under this paragraph shall be interpreted and applied to accommodate newer or different technologies while meeting or exceeding the goals of the standards.

(B) Penalties for Violations of Standards. The city shall enforce the compliance of state franchisees with respect to the state and federal customer service and consumer protection standards set forth in subsection A. The city will provide a state franchisee with a written notice of any material breaches of applicable customer service or consumer protection standards, and will allow the state franchisee thirty days from the receipt of the notice to remedy the specified material breach. Material breaches not remedied within the thirty-day time period will be subject to the following penalties to be imposed by the city:

(1) For the first occurrence of a material breach, a fine of five hundred dollars may be imposed for each day the violation remains in effect, not to exceed one thousand five hundred dollars for each violation.

(2) For a second material breach of the same nature within twelve months, a fine of one thousand dollars may be imposed for each day the violation remains in effect, not to exceed three thousand dollars for each violation.

(3) For a third material breach of the same nature within twelve months, a fine of two thousand five hundred dollars may be imposed for each day the violation remains in effect, not to exceed seven thousand five hundred dollars for each violation.

(C) Any penalties imposed by the city shall be imposed in a manner consistent with California Public Utilities Code Section 5900.

(Ord. 2007-08 § 1, 2007.)

5.21.050 Permits and construction.

(A) Except as expressly provided in this chapter, the provisions of Sections 5.20.130 and 5.20.140 shall apply to all work performed by or on behalf of a state franchise holder on any city public rights-of-way, public property, or city easement as those terms are defined in Chapter 5.20 of the American Canyon Municipal Code.

(B) Permits. Prior to commencing any work for which a permit is required by subsection A, a state franchise holder shall apply for and obtain a permit in accordance with the provisions of the subsection and shall comply with all other applicable laws and regulations, including but not limited to all applicable requirements of Division 13 of the California Public Resources Code, Section 21000, et seq. (the California Environmental Quality Act).

(C) The city manager or designee shall either approve or deny a state franchise holder's application for any permit required under subsection A of this section within sixty days of receiving a completed permit application from the state franchise holder.

(D) If the city manager or designee denies a state franchise holder's application for a permit, the city manager or designee shall, at the time of notifying the applicant of denial, furnish to the applicant a detailed explanation of the reason or reasons for the denial.

(E) A state franchise holder that has been denied a permit by final decision of the city manager or designee may appeal the denial to the city council. Upon receiving a notice of appeal, the city council shall take one of the following actions:

(1) Affirm the action of the city manager or designee without any further hearing; or

(2) Refer the matter back to the city manager or designee for further review with or without instructions; or

(3) Set the matter for a de novo hearing before the city council.

(F) In rendering its decision on the appeal, the city council shall not hear or consider any argument or evidence of any kind other than the record of the matter received from the city manager or designee unless the city council is itself conducting a public hearing on the matter.

(G) Notification to Residents Regarding Construction or Maintenance. Prior to any construction, rebuild, or upgrade of a cable or video system, a state franchise holder shall establish procedures to notify city residents in the impacted area of construction schedules and activities. Such notices must be provided in the predominant languages spoken by those persons who work and/or reside in the impacted area. The notices shall be provided to the city manager or designee for review and approval no later than twenty days before commencement of construction, rebuild, or upgrade activities.

(H) At a minimum, the notice required in subsection G shall be provided by the state franchise holder to impacted residents and occupants in the construction area not less than forty-eight hours prior to the planned construction. The state franchise holder shall provide additional notice to the persons described in subsection G on the day of construction. The notice may be in the form of door hangers that indicate, at a minimum, the dates and times of construction and the name and telephone number of a state franchise holder contact.

(I) The state franchise holder shall provide notice at least twenty days prior to entering private property or public ways or public easements adjacent to or on such private property, public ways, or public easements, and provide a second notice three days prior to entering such property.

(1) Should there be above ground or underground installations (excluding aerial cable lines utilizing existing poles and cable paths) which will affect the private property, such notice shall be in writing and shall contain specific information regarding any above ground or underground installations (excluding aerial cable lines utilizing existing poles and existing cable paths) which shall affect the private property.

(2) To the extent practicable, aboveground or underground equipment placed on private property shall be placed at the location requested by the property owner. A state franchise holder shall provide the private property owner with at least twenty days advance written notice of its plans to install such equipment, and shall obtain express written consent, in the form of a recorded easement agreement, from the private property owner before installing its appurtenances. The state franchise holder shall notify the property owner, in writing, that the property owner is not

obligated to agree to the placement on their property or to enter into an easement agreement with the state franchise holder. Should property owner notify the state franchise holder of objection to placement of any such above-ground or underground installations (excluding aerial cable lines utilizing existing poles and existing cable paths), the state franchise holder shall confer with the city public works department regarding appropriate location and placement of such appurtenances.

(J) In addition to any other notice of proposed entry required under this subsection, a state franchise holder's personnel shall make a reasonable attempt to give personal notice to residents immediately preceding entry on private property or public ways or public easements adjacent to or on such private property.

(K) Identification Required. A state franchise holder, its employees, agents, contractors, and subcontractors shall be properly identified as agents of the state franchise holder prior to and during entry on private and public property. Identification shall include the name and telephone number of the state franchise holder on all trucks and vehicles used by installation personnel.

(L) Restoration of Private and Public Property. After performance of work, the state franchise holder shall restore such private and public property to a condition equal to or better than its condition prior to construction. Any disturbance of landscaping, fencing, or other improvements upon private or public property shall, at the sole expense of the state franchise holder, be promptly repaired or restored (including replacement of such valuables as shrubbery and fencing) to the reasonable satisfaction of the property owner, in addition to the furnishing of camouflage plants on public property.

(M) Reports to the city clerk, city of American Canyon. Each state franchise holder, within sixty days after the expiration of each calendar year, shall file a report with the city clerk, city of American Canyon, which shall contain a street and highway map or maps of any convenient scale on which shall be plotted the location of the entire transmission and distribution system or systems covered by the report as of the last day of the calendar year, with the system or systems located in city highways indicated by distinctive coloration or symbols.

(Ord. 2007-08 § 1, 2007.)

5.21.060 Emergency alert.

(A) Emergency Alert Systems. Each state franchise holder shall comply with the emergency alert system requirements of the Federal Communications Commission in order that emergency messages may be distributed over the state franchise holder's network.

(Ord. 2007-08 § 1, 2007.)

5.21.070 Public, educational and government access channel capacity, interconnection, and signal carriage.

(A) PEG Channel Capacity.

(1) A state franchisee that has been authorized by the California Public Utilities Commission to provide video service in the city shall designate and activate three PEG channels within three months from the date that the city requests that the state franchisee designate and activate these PEG channels. However, this three-month period shall be tolled for such a period, and only for such a period, during which the state franchisee's ability to designate or provide such PEG capacity is technically infeasible, as provided in Section 5870(a) of the California Public Utilities Code.

(2) A state franchisee shall provide an additional PEG channel when the standards set forth in Section 5870(d) of the California Public Utilities Code are satisfied by the city or any entity designated by the city to manage one or more of the PEG channels.

(B) PEG Support.

(1) Amount of PEG Support Fee. Any state franchise holder operating within the city shall pay to the city a PEG fee equal to one percent of gross revenues.

(2) The PEG support fee shall be used for PEG purposes that are consistent with state and federal law.

(3) A state franchisee shall remit the PEG support fee to the city quarterly, within forty-five days after the end of each calendar quarter. Each payment made shall be accompanied by a report,

detailing how the PEG support fee was calculated.

(4) To the extent that there is no conflict under state law, if a state franchisee fails to pay the PEG support fee when due, or underpays the proper amount due, the state franchisee shall pay a late payment charge at the rate per year equal to the highest prime lending rate during the period of delinquency, plus one percent.

(C) PEG Carriage and Interconnection.

(1) State franchisees shall ensure that all PEG channels are receivable by all subscribers, whether they receive digital or analog service, or a combination thereof, without the need for any equipment other than that needed to receive the lowest cost tier of service. PEG access capacity provided by a state franchisee shall be of similar quality and functionality to that offered by commercial channels (unless the PEG signal is provided to the state franchisee at a lower quality or with less functionality), shall be capable of carrying a National Television System Committee (NTSC) quality television signal, and shall be carried on the state franchisee's lowest cost tier of service. To the extend feasible, the PEG channels shall not be separated numerically from other channels carried on the lowest cost tier of service and the channel numbers for the PEG channels shall be the same channel numbers used by any incumbent cable operator, unless prohibited by federal law. After the initial designation of the PEG channel numbers, the channel numbers shall not be changed without the agreement of the city unless federal law requires the change.

(2) The holder of a state franchise and an incumbent cable operator shall negotiate in good faith to interconnect their networks for the purpose of providing PEG programming. If a state franchisee and an incumbent cable operator cannot reach a mutually acceptable interconnection agreement for PEG carriage, the city shall require the incumbent cable operator to allow the state franchisee to interconnect its network with the incumbent cable operator's network at a technically feasible point on the state franchisee's network as identified by the state franchisee. If no technically feasible point of interconnection is available, the state franchisee shall make interconnection available to each PEG channel originator programming a channel in the city and shall provide the facilities necessary for the interconnection. The cost of any interconnection shall be borne by the state franchisee requesting the interconnection unless otherwise agreed to by the parties.

(Ord. 2007-08 § 1, 2007.)

5.21.080 Notices.

(A) Each state franchise holder or applicant for a state franchise shall file with the city a copy of all applications or notices that the state franchise holder or applicant is required to file with the California Public Utilities Commission.

(B) Unless otherwise specified in this section, all notices or other documentation that a state franchise holder is required to provide to the city under this section or the California Public Utilities Code shall be provided to both the city manager and the city staff person in charge of cable and telecommunications, or their successors or designees.

(Ord. 2007-08 § 1, 2007.)

Chapter 5.60 CAREGIVER PERMIT ORDINANCE

5.60.010 Code adoption.

The city of American Canyon adopts all those certain documents marked and designated, as Chapter 5.60 to Title 5 of the Napa County Code of Ordinances relating to requirements for elders and or dependent adult caregivers. The documents identified in this section are adopted in their entirety. A copy of the adopted Chapter 5.60 to Title 5 of the Napa County Code of Ordinances relating to requirements for elders and or dependent adult caregivers shall be kept on file in the office of the community development director for use and examination by members of the public.

(Ord. 2010-06 § 1, 2010.)

Cross References

Section 5.60.020(A)

5.60.020 Code amendments.

(A) Section 5.60.010 is revised to add the following:

"Multi-generational family household" means a household whose members span three or more generations.

(B) Section 5.60.020(D)(1) does not apply to a multi-generational family household where there is no consideration or compensation provided for the care of an elder or dependent adult.

Chapter 5.70 HAZARD PAY FOR GROCERY WORKERS

5.70.010 Purpose.

This chapter aims to protect and promote the public health, safety, and welfare during the novel coronavirus disease of 2019 (COVID-19) emergency by requiring grocery stores to provide hazard pay for grocery workers performing work in the city of American Canyon. Some grocery stores have voluntarily provided additional compensation, but others have not. Requiring competing grocery stores to provide hazard pay will ensure that grocery workers are compensated for the risks of working during a pandemic. Grocery workers face increased risk of catching or spreading COVID-19 because the nature of their work involves close contact with the public and co-workers, including individuals who are not showing symptoms of COVID-19 but who can spread the disease. Hazard pay also ensures the retention of these essential grocery store workers who are on the frontlines of this pandemic providing essential services and who are needed throughout the duration of the COVID-19 emergency.

5.70.020 Short title.

This chapter shall constitute the "Hazard Pay for Grocery Workers Ordinance" and may be cited as such.

5.70.030 Definitions.

The following terms shall have the following meanings:

"Adverse action" means reducing the compensation to a grocery worker, garnishing gratuities, temporarily or permanently denying or limiting access to work, incentives, or bonuses, offering less desirable work, demoting, terminating, deactivating, putting a grocery worker on hold status, failing to rehire after a seasonal interruption of work, threatening, penalizing, retaliating, or otherwise discriminating against a covered employee. "Adverse action" also encompasses any

action by the covered employer or a person acting on the covered employer's behalf that would dissuade a covered employee from exercising any right afforded by this chapter.

"Baseline compensation" means the hourly compensation paid to covered employees as of the effective date of this chapter after subtracting any premium compensation used to compensate covered employees for working during the pandemic. Baseline compensation does not include hazard pay owed under this chapter, but does include premium compensation unrelated to the pandemic, such as holiday premiums paid for performing work during a holiday.

"City" means the city of American Canyon.

"Covered employee" means a grocery worker who is entitled to hazard pay pursuant to this chapter.

"Covered employer" means any entity that employs over three hundred grocery workers nationwide, regardless of whether the entity owns or operates grocery stores.

"Grocery worker" means a worker employed to work at a grocery store. Grocery worker does not include managers, supervisors, or independent contractors.

"Grocery store" means an establishment primarily engaged in selling a range of foods including fresh, frozen or canned meats, fish and poultry, fruits and vegetables, bread and/or grain products and dairy products, including, but not limited to, grocery stores, markets, or supermarkets; or produce stores, cheese, uncooked meat/butcher shops and fish markets.

"Hazard pay" means additional compensation owed to a grocery worker that is separate from baseline compensation and does not include tips earned from customers.

(Ord. 2021-02 § 2, 2021.)

5.70.040 Applicability.

(A) For purposes of this chapter, covered employers are limited to those who employ two hundred or more grocery workers in the state of California.

(B) For purposes of this chapter, the number of grocery workers employed by an employer is the total number of grocery workers who worked for compensation during the two-week period immediately preceding the effective date of this chapter.

(C) Covered employers shall provide the hazard pay required by this chapter to any covered employee in the city of American Canyon until one hundred twenty days from the effective date of this chapter.

(D) Unless extended by the city council, the hazard pay requirement set forth in this chapter shall only remain in effect for a limited period of one hundred twenty days from the effective date of this chapter.

(Ord. 2021-02 § 2, 2021.)

5.70.050 Hazard pay requirement.

(A) A covered employer shall provide grocery workers with hazard pay consisting of an additional five dollars per hour above baseline compensation for each hour worked within the city of American Canyon.

(B) All compensation above baseline compensation shall be credited against the hazard pay requirement, as follows:

(1) A covered employer that is already providing additional compensation above baseline compensation equivalent to hazard pay, on an ongoing basis prior to the effective date of this chapter may use the hourly rate of that additional compensation to offset the amount due under this chapter (e.g., a covered employer who is already paying two dollars per hour above baseline compensation owes an additional three dollars per hour in hazard pay).

(2) Health insurance premiums may be considered hazard pay only where those premiums were not a part of baseline compensation and only where the cost of the premium can be directly attributed to the particular employee whose hazard pay is offset.

(3) The covered employer bears the burden of proof that the additional compensation is hazard pay and not baseline compensation. No covered employer shall be credited prospectively for

any past payments. No covered employer shall be credited for any hourly premiums already owed to covered employees, such as, but not limited to, holiday premiums, however there shall be a rebuttable presumption that compensation paid by a covered employer at a particular grocery store in January 2020 was baseline compensation for purposes of calculating hazard pay at that particular grocery store. Nothing herein shall be interpreted to prohibit any employer from paying more than five dollars per hour in hazard pay.

(Ord. 2021-02 § 2, 2021.)

5.70.060 Notice of rights.

(A) A covered employer shall provide covered grocery workers with a written notice of rights established by this chapter. The notice of rights shall provide information on:

(1) The right to hazard pay guaranteed by this chapter;

(2) The right to be protected from retaliation for exercising or assisting in the exercise of the rights set forth in this chapter; and

(3) The right to bring a civil action for a violation of the requirements of this chapter, including a covered employer's denial of hazard pay as required by this chapter and/or retaliation against a grocery worker or other person or entity exercising or assisting in the exercise of the rights set forth in this chapter.

(B) A covered employer shall provide the written notice of rights by posting in the same conspicuous location used for other mandatory employment postings such as the state of California Wage Orders and the Federal Family Medical Leave Act and shall also provide the written notice of rights in an electronic format that is readily accessible to all employees. The notice of rights shall be made available in English and Spanish and any other language that the covered employer knows or has reason to know is the primary language of the covered employees.

(Ord. 2021-02 § 2, 2021.)

5.70.070 Recordkeeping.

(A) Covered employer shall retain records that document compliance with this chapter for covered employees for a period of two years after the date of this chapter.

(B) If a covered employer fails to retain adequate records, there shall be a presumption, rebuttable by clear and convincing evidence, that the covered employer violated this chapter for each covered employee for whom records were not retained.

(Ord. 2021-02 § 2, 2021.)

5.70.080 Retaliation prohibited.

No covered employer shall discharge, reduce compensation, take adverse action against or otherwise retaliate against any grocery worker for exercising or assisting in the exercise of rights under this chapter by any lawful means.

(Ord. 2021-02 § 2, 2021.)

5.70.090 Remedies.

(A) Any person aggrieved by a violation of this chapter, any entity a member of which is aggrieved by a violation of this chapter, or any other person or entity acting on behalf of the public as provided for under applicable state law, may bring a civil action in a court of competent jurisdiction against the employer or other person violating this chapter and, upon prevailing, shall be awarded reasonable attorneys' fees and costs and shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation:

(1) Reinstatement, payment of back wages wrongfully withheld, liquidated damages, civil penalties, penalties payable to aggrieved parties, fines, the payment of an additional sum as a civil penalty in the amount of fifty dollars to each covered employee whose rights under this chapter were violated for each day or portion thereof that the violation occurred or continued, and fines imposed pursuant to other provisions of this code or state law.

(2) Interest on all due and unpaid wages at the rate of interest specified in subdivision (b) of Section 3289 of the California Civil Code, which shall accrue from the date that the wages were due and payable as provided in Part 1 (commencing with Section 200) of Division 2 of the California Labor Code, to the date the wages are paid in full.

(B) A covered employer found to have retaliated in violation of this chapter shall be subject to any additional remedy at law or equity including, but not limited to, front pay in lieu of reinstatement with full payment of unpaid compensation plus interest and punitive damages in an additional amount of up to twice the unpaid compensation.

(Ord. 2021-02 § 2, 2021.)

5.70.100 Waiver through collective bargaining.

To the extent required or permitted by federal or state law, all or any portion of the applicable requirements of this chapter may be waived in a bona fide collective bargaining agreement, provided that such waiver is explicitly set forth in such agreement in clear and unambiguous terms. Any request to an individual employee by an employer to waive their rights under this chapter shall constitute a violation of this chapter.

(Ord. 2021-02 § 2, 2021.)

5.70.110 Encouragement of more generous policies.

(A) Nothing in this chapter shall be construed to discourage or prohibit a covered employer from the adoption or retention of premium pay policies more generous than the one required herein.

(B) Nothing in this chapter shall be construed as diminishing the obligation of a covered employer to comply with any contract or other agreement providing more generous protections to a covered employee than required by this chapter.

(Ord. 2021-02 § 2, 2021.)

5.70.120 Other legal requirements.

This chapter provides minimum requirements for hazard pay while working for a covered employer during the COVID-19 emergency and shall not be construed to preempt, limit, or otherwise affect the applicability of any other law, regulation, requirement, policy, or standard that provides for higher hazard pay, or that extends other protections to grocery workers; and nothing in this chapter shall be interpreted or applied so as to create any power or duty in conflict with federal or state law. Nothing in this section shall be construed as restricting a grocery worker's right to pursue any other remedies at law or equity for violation of their rights.

5.70.130 Severability.

If any section, subsection, sentence, clause, phrase, or word of this chapter, or any application thereof to any person or circumstance, is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or applications of this chapter. The city council of the city of American Canyon hereby declares that it would have passed this chapter and each and every section, subsection, sentence, clause, phrase, and word not declared invalid or unconstitutional without regard to whether any other portion of this chapter or application thereof would be subsequently declared invalid or unconstitutional.

(Ord. 2021-02 § 2, 2021.)

TITLE
Legal Services Agreement

RECOMMENDATION
Adopt a Minute Order 1) approving a legal services agreement with Colantuono, Highsmith & Whatley, PC and 2) appointing Teresa Highsmith as City Attorney.

CONTACT
Jason Holley, City Manager

BACKGROUND & ANALYSIS
Under the facilitation of retired City Manager Jim Schutz of JMSB Strategies, Inc., the City Council issued a Request for Proposals for legal services on April 4. Nine (9) firms submitted proposals by the May 9 deadline.

On May 20, the Council reviewed all of the proposals and requested five (5) firms participate in interviews. After interviewing all five firms on June 9, the Council concluded the firm of Colantuono, Highsmith & Whatley, PC (CHW) is the most qualified to provide legal services to the City, with Teresa Highsmith specifically to serve as the City Attorney. A copy of CHW's proposal is included in Attachment 1. The Council then directed City Manager Holley to finalize an agreement with CHW.

Colantuono, Highsmith & Whatley, PC
Founded in 2002, CHW has grown to become a recognized leader in California municipal law. They represent local government agencies - including cities such as American Canyon - nearly exclusively. Their 35 attorneys are well versed in every aspect of transactional, advisory, and litigation practice for municipalities across California. CHW serves about 150 agencies statewide, including several water districts, fire districts, community choice aggregate electric utilities, and LAFCOs and they are experienced in representing cities in every aspect of municipal law. CHW's well-regarded attorneys have experience in a wide-range of areas such as conflicts of interest, Brown Act, Municipal Finance, election law, land use, environmental law, water conservation and storm water regulation, telecommunications, economic development, real estate, and eminent domain. Their strong litigation department has represented public agencies throughout California in complex litigation matters including the California Environmental Quality Act (CEQA), eminent domain, contracts, land use, election disputes, and municipal revenue and finance.

Mrs. Highsmith is a Shareholder with CHW and has specialized in municipal law since 1991. Past experience as the City Attorney includes the cities of Martinez, Barstow, Sierra, South Pasadena and Alameda. She has a broad range of experience in areas of concern to local governments, including zoning and land use regulation, drafting of legislation, public water supply, distribution and other water and utility issues, labor and employment issues, post-redevelopment, contracts, housing authority law (state and federal requirements) and affordable housing, Joint Powers Authority formation and agreements, personnel and labor matters, public works and public bidding requirements, open meetings law, Public Records Act requests, and conflicts of interest.

Next Steps
A copy of the proposed agreement is shown in Attachment 2. If the Council decides to proceed, the effective date of the agreement - including Mrs. Highsmith's appointment as City Attorney - would be effective July 16.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

The proposed fee schedule is included in the agreement, with the hourly rate for services provided varying between $250/hr and $495/hr depending upon the type of work. Sufficient funds exist within the FY 2025/26 Budget to implement the Recommended Action

ENVIRONMENTAL REVIEW

ATTACHMENTS:

1) CHW Proposal
2) CHW Legal Services Agreement

COLANTUONO
HIGHSMITH
WHATLEY, PC

PROPOSAL
FOR
CITY OF AMERICAN CANYON'S
CITY ATTORNEY/LEGAL SERVICES

May 9, 2025

SUBMITTED BY:

Teresa L. Highsmith, Esq.
Colantuono, Highsmith & Whatley, PC

(213) 542-5700
THighsmith@chwlaw.us

COLANTUONO
HIGHSMITH
WHATLEY, PC

TERESA L. HIGHSMITH | 213-542-5703 | THIGHSMITH@CHWLAW.US

May 9, 2025

VIA ELECTRONIC MAIL

Jim Schutz
RFP Coordinator
City of American Canyon
4381 Broadway Street, Suite 201
American Canyon, CA 94503
jim@jmsbstrategies.com

Re: **Proposal for City of American Canyon's City Attorney/Legal Services**

Dear Jim,

On behalf of Colantuono, Highsmith & Whatley, I submit our proposal to serve as City Attorney for the City of American Canyon. I propose to serve as City Attorney, (including labor and employment counsel), with the assistance and support of fellow Shareholder Matthew Summers as Assistant City Attorney, and additional support of the other talented attorneys at Colantuono, Highsmith & Whatley, PC. We have the deep reservoirs of knowledge, skills, and expertise necessary to help the City, City Council, and American Canyon community achieve their goals.

As an introduction and brief overview, I am a Shareholder at the firm, and have been in practice for over 33 years, focusing exclusively on the representation of local governments for my entire legal career. I have been included in the Los Angeles area magazine *The Best Lawyers in America* for 2016, 2017, 2018, 2019 and 2020 in the field of Municipal Law; and *Best Lawyers* 2021, 2022, 2023 and 2024. I am currently the contract City Attorney for the City of Martinez through the firm of Colantuono, Highsmith & Whatley, PC, and have represented Barstow, Sierra Madre, South Pasadena, and the City of Alameda as their City Attorney (in-house), and the Orangeline Development Authority (a 15 cities Joint Powers Authority) as General Counsel, and Southeast Los Angeles County Workforce Investment Board (a non-profit community based workforce and employment development agency) as General Counsel.

As the leader in our firms' multi-member labor team, I provide personnel and labor advice, including management and harassment training for local government employers, assisting in bargaining and drafting MOU's and other employment agreements, preparing personnel rules and providing ongoing legal assistance in labor and employment disputes, grievances and discipline matters, and other employment issues applicable to both safety and non-safety public employees. In addition to providing labor and employment advice to our firm's various clients throughout California, I am the legal labor advisor to the Citrus Heights Water District.

In addition to labor and employment legal support, I regularly advise councils, commissions, and boards on the full range of local government issues, including , zoning, land use, water and storm water regulation, economic development, public works and contracting, drafting of legislation and contracts, LAFCO matters, and advice on the Brown Act, Public Records Act, and Political Reform Act.

Matthew T. Summers, whom we propose as Assistant City Attorney, is City Attorney to the Cities of Ojai and Barstow, Interim Assistant City Attorney to the City of Tracy, and a Shareholder in our firm. Named as one of the prestigious "Top 40 Under 40" of California lawyers by the Daily Journal in 2021, he has focused his entire career representing public entities, including prior service as City Attorney to the City of Calabasas and my successor as General Counsel to the Orangeline Development Authority until it closed, having accomplished its mission. Matt has been licensed to practiced law in California since 2011 and is among a handful of lawyers in the state in private practice with a demonstrated expertise with the Cortese-Knox-Hertzberg Act. In addition to his LAFCO-specific work, Matt's expertise spans all aspects of public agency law, including general municipal law, land use, housing, CEQA, elections, City/railroad relations, airport management, conflicts of interest and transparency laws, telecommunications, and public agency litigation. With fourteen years' experience in attending public meetings to advise legislative bodies both in open and closed session, Matt has advised cities on nearly every issue they face.

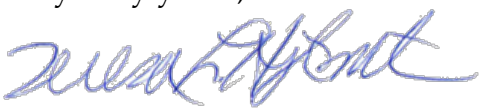
Supplementing our experience in public law is the rest of Colantuono, Highsmith & Whatley's legal team of highly experienced attorneys. As demonstrated by our public clients, our attorneys have experience in a wide-range of areas such as conflicts of interest, Brown Act, Municipal Finance, election law, land use, environmental law, water conservation and storm water regulation, telecommunications, economic development, real estate, and eminent domain. Our strong litigation department has represented public agencies throughout California in complex litigation matters including but not

limited to the California Environmental Quality Act (CEQA), eminent domain, contracts, land use, election disputes, and municipal revenue and finance.

Rates: Although our standard hourly rates range from $250 to $605 per hour for attorneys and from $175 to $200 per hour for paralegals, we will agree to provide all general advisory legal services to the City of American Canyon at a blended rate for the services of any of our attorneys of $275 per hour, with litigation and specialized legal services at the blended rate of $385 per hour.

Our proposal is firm and irrevocable for 90 days after the date of this letter and thereafter, if the City has not yet made a decision regarding City Attorney, provided we have an opportunity to reevaluate our proposed rates at that time. I, as a Shareholder and Vice-President of CHW have authority to bind the firm to a contract for our services. We would be very pleased to provide legal support services as City Attorney, including labor and employment legal services, to the City of American Canyon. Thank you for the opportunity to propose our services. Please let me know if additional references or any other additional information would be helpful.

Very truly yours,



Teresa L. Highsmith

TLH:mom

cc: Matthew T. Summers

TABLE OF CONTENTS

COVER LETTER....2

TABLE OF CONTENTS....5

QUALIFICATIONS....9

a. The overall capabilities, qualifications, training, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City....9

b. Specify the individual that you propose for appointment as City Attorney....9

c. Specify the individual(s), if any, that you would propose as Assistant or Deputy City Attorney and/or who would be designated as competent, substitute/backup legal representation for the City, in the event of the absence or unavailability of the City Attorney....9

d. Describe how you would structure the working relationship between the City Attorney and the City Council, City Manager, Department Heads, City Commissions, and other members of staff....14

e. Specify intended office location and accessibility to the City's needs, including proposal for hours and day(s) of week for regular established office hours at City Hall. 15

f. Describe systems/mechanisms that would be established to ensure timely responses to City Council and City staff. What would be the response time we can expect from the City Attorney to inquiries made by the City Council or City Manager. 15

g. Describe systems/mechanisms that would be established for monthly reporting of status of projects, requests, and litigation. 16

h. Identify the types of reports your firm will provide to the City Council and City Manager....16

i. Describe your firm's suggested process for transmitting requests and other material to the City Attorney. Describe how you propose assignments be assigned to the City Attorney, how will you assemble annual goals and objectives, and how do you propose those goals/objectives be evaluated....17

j. The City of American Canyon is a growing city with many active development sites. Describe your approach to using development agreements to implement specific plans. What key considerations should the city keep in mind when negotiating a development agreement in this context? 17

k. Describe the staffing of your office, including all permanent and temporary employees and their general duties and work schedules. Include any changes you would propose, now or in the future, should you be awarded a contract to provide legal services to the City 18

l. It is anticipated that the City will contractually require monthly-itemized statements for all services and will subject these statements to audit at least annually. Describe how you would provide for this reporting. 18

m. Please submit an example of a typical invoice your firm provides to a public agency. Please redact any references to specific costs or sensitive information. We are interested in the format, type of information included, and readability. 19

n. Identify the types of in-service training your firm can provide, such as ethics and AB 1234, commission roles and responsibilities, how to conduct performance evaluations, harassment, etc. 19

o. Disclose any litigation with any local government clients of the proposed City Attorney or firm within the last ten years and provide a description. 20

p. Provide three references of clients within the last five years including contact information and brief description of services. 21

q. Any additional information that you believe should be given consideration. 22

SAMPLE INVOICE 23

RESUMES 28

INSURANCE 41

SPECIALIZED AREAS OF LAW 42

a. Experience in land use development, particularly as it relates to industrial development, low-and moderate-income housing, and tourist-oriented retail development. 42

b. Experience with Airport Land Use Compatibility Law 42
c. Experience with Fire District Law 42
d. Experience with the California Water Code 43
e. Experience with dealing with Railroads and the California Public Utilities Commission 43
POTENTIAL CONFLICTS OF INTEREST 45
a. Please list any political contributions of money, ion-kind services, or loans made to any member of City Council within the last three years by the applicant law firm and all its attorneys, including the attorney proposed to represent the city 45
b. Please list all public agency clients for which your firm currently provides services or are under retainer. 45
c. Please list all public agency clients for which your firm previously provided services over the last 5 years/ 48
d. For the firm and/or the proposed City Attorney, please specify current or known future professional commitments so that the City may evaluate your continuing availability for providing legal services to the City. 48
COST PROPOSAL 50
a. Please give your definition of "general" legal services. Would all general services be included in your monthly retainer? Can "general" services be broken out between General Fund, Development Funded, and Enterprise Funded Services? 50
b. Please give your definition of "special" legal services? How are they differentiated from general legal services? Would any special services be included in your retainer? If so, please identify them. Identify the specific process of how any special legal services would be assigned. 52
c. How would your firm work with the City to remain within its adopted budget for its legal services? 53
d. Describe your firm's preference for method of payment, payment terms, and your procedure for billing of retention, hours, and expenses and any other accounting requirements. Please provide hourly rates for all types of services. 54

e. Define the type and unit rates for reimbursement of expenses; for example, rate for mileage, reproduction of documents, or word processing charges, etc. 55

f. Do you expect to have cost-of-living adjustment incorporated into the agreement with the city? if so, please explain how you propose it be computed and implemented....55

SAMPLE CONTRACT 56

ATTACHMENT A: CHW NEWSLETTER 69

QUALIFICATIONS

a. The overall capabilities, qualifications, training, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City

b. Specify the individual that you propose for appointment as City Attorney.

c. Specify the individual(s), if any, that you would propose as Assistant or Deputy City Attorney and/or who would be designated as competent, substitute/backup legal representation for the City, in the event of the absence or unavailability of the City Attorney.

The primary contact for this proposal is:

Teresa L. Highsmith, Shareholder
790 E. Colorado Blvd., Suite 850
Pasadena CA 91101
(213) 542-5703
THighsmith@chwlaw.us

We propose these lawyers and staff as the City of American Canyon's City Attorney's Office primary team, supported by the other professionals in our Firm:

City Attorney's Office Team	
Teresa L. Highsmith	City Attorney
Matthew T. Summers; Mackenzie Anderson; Andrew Jared	Assistant City Attorney
Matthew T. Summers; Mackenzie Anderson	Planning Commission Counsel
John Abaci; Meghan Wharton	Chief Litigation Counsel
Evelyn Scott	Paralegal
Maria Oba Minassian	Administrative Assistant

With our collective knowledge base and strong municipal law skill set, we are confident our team will exceed the service needs of the City.

Our Firm was founded in 2002 when several members from other established firms formed the firm now known as Colantuono, Highsmith & Whatley, PC. Our founders left their former firms in part due to divided loyalties between public and private clients, as they wanted to focus on serving cities and public entities, not developers or other private entities.

CHW is a recognized leader in California municipal law. We represent local government agencies, including cities, special districts, and local agency formation commissions, nearly exclusively. Our attorneys are well versed in every aspect of transactional, advisory, and litigation practice for municipalities in California. We serve about 150 agencies statewide, including several water districts, fire districts, community choice aggregate electric utilities, and LAFCOs and we are experienced in representing cities in every aspect of municipal law. We can meet all the legal needs of the City, whether litigation or transactional/advisory, through high-quality, cost-effective, direct legal support.

Our core commitment is to provide advice our clients find helpful, understandable, and fairly priced. We are widely known for achieving positive outcomes and helping our general counsel clients accomplish their goals, and for defending their actions successfully in the courts of appeal or trial courts. We have grown from six professionals and one office in 2002, to now employing 35 attorneys and another twenty paralegals, legal secretaries, and administrative professionals, based out of six offices in Pasadena, Grass Valley, Orange County, San Diego, Sonoma, and Sacramento.

Our experience spans all facets of public agency law facing cities, including the Brown Act, election law, conflicts of interest law, matters arising under the Public Records Act, land use, housing and planning, public revenues and financing, labor and employment, public safety, public works contracting, the California Environmental Quality Act, federal and state environmental laws, telecom law, water, public electric and other utilities, LAFCO matters, and any related litigation.

Our Approach: Advice Tailored With Your Goals and Principles in Mind

We strive to understand the needs of our clients so we can tailor our advice to help them achieve their goals in a way that aligns with their principles. We devise creative solutions to complex issues, helping to find the best path to meet their goals. We focus on preventative law directed at addressing legal problems before resorting to time-consuming and expensive litigation. Often, we find that a matter can be resolved with a shrewd, legal negotiated solution that considers and meets the goals of our client and those of the other parties.

If litigation is required, we are well equipped to vigorously represent our clients' interests in court. At the same time, we look for opportunities to settle litigation and reduce our clients' costs. In working with the City Council, City Manager, Department Heads, and other City staff, we define our role as a member of the management team—providing legal advice and options (but not policy direction)--working to help the City meet its objectives.

We are committed to fully understanding, fitting into, and upholding the unique culture in the City of American Canyon. We are confident that our thoughtful approach to legal services aligns with the City of American Canyon's fundamental principles:

- Our approach to city attorney services is grounded in recognition of the commitment of the City Council and operational staff to engaging the community meaningfully and inclusively. We believe that effective legal representation involves not just legal expertise but also an understanding of and responsiveness to the diverse needs and perspectives of the community. We actively seek to foster open lines of communication, ensuring that our strategies and recommendations are in harmony with the values and priorities of the City Council.

- Respectful and creative problem-solving is at the heart of our practice. We approach each issue with a mindset that values innovative solutions. Our team is skilled at navigating complex legal challenges with a focus on crafting practical advice aligned with the City's broader goals. We have extensive experience in providing legal advice on unique and controversial issues. Our aim is to identify options and solutions for the City to achieve its goals, rather than providing blanket "yes" or "no" answers to legal questions.

- Teamwork and kindness are central to our ethos. We pride ourselves on our collaborative approach, working closely with city elected and appointed officials, department heads and key staff, and other stakeholders to achieve common objectives. Our attorneys are approachable and dedicated to building positive working relationships, which we believe are crucial for effective legal representation, and building and maintaining community trust.

- Fiscal responsibility is a priority in our service delivery. We understand the importance of managing legal costs as part of our duty to the communities we serve. Our Firm is committed to providing high-quality, fairly priced legal services that offer value and align with the city's budgetary constraints. As outlined in this response, we have several strategies and practices that allow us to control costs.

- Ethical conduct is the cornerstone of our practice. We adhere to the highest standards of integrity and professionalism, ensuring that all our actions comply with legal and ethical guidelines. We understand the importance of maintaining public trust and are dedicated to upholding the principles of fairness and transparency.

Robust Team, Modern Resources, and Efficient Integration With the City and Staff

In addition to the core legal team proposed, our team includes 35 attorneys, working from our 6 offices, and remotely or on-site as needed. All of our offices are staffed Monday through Friday from 9 a.m. until 5:30 p.m. The Firm also employs paralegals and legal secretaries who specialize in both litigation and transactional matters.

Our paralegals support litigation matters in several ways, including by preparing documents for administrative records and discovery responses, managing and preparing exhibits for hearings and trials, and supporting depositions and trials. Our paralegals also support our advisory clients by reviewing documents for applicable privileges and exemptions for Public Records Requests and subpoenas, and helping in contract review and document preparation.

Our legal secretaries are trained to provide word processing and additional administrative support, including use of our sophisticated macro packages to simplify document development. We do not, however, charge for word processing or secretarial overtime.

The Firm maintains a comprehensive electronic library of legal memoranda, training materials, and agreements, ordinances, and documents of every kind which have been prepared for its various public agency clients. Unlike some firms which charge a flat rate for the Firm's work product, we recycle this extensive body of knowledge, charging the client only to update and customize the existing work.

Wide-Ranging Municipal Law Experience

Our Firm is comprised of several practice groups:

- **Municipal General Counsel and Advisory:** Our attorneys cover all City Council and Planning Commission meetings for our City Attorney clients. As part of our everyday practice, we have drafted legislation on every imaginable topic of interest to a public entity, as well as supporting staff reports. We regularly review and draft simple and complex agreements including, but not limited to, real property agreements (whether for acquisition or regulation), construction and subdivision agreements, professional services agreements, public works project bidding documents, and development agreements.

  We conduct annual trainings on the Brown Act, Public Records Act, conflict of interest laws, harassment prevention, changes in land use law, and new legislation. We conduct trainings every two years on AB 1234 for City officials. We also regularly advise cities and other public agencies on election law issues, from advising cities on initiatives and referendums, to preparing ballot measures, arguments for and against, impartial analyses, and advising as to candidate qualifications and ballot designation issues.

- **Public Finance:** The Firm includes California's leading experts on local government revenues, including Propositions 13, 26 and 218. Michael Colantuono, leads the team on all public financing matters, particularly focusing on setting, defending, and challenging retail and wholesale water, sewer, and electricity municipal utility rates and Cities' taxes and other revenue measures.

  As an example of our impactful work on public finances, Mr. Colantuono and Matthew Slentz, one of our Senior Counsel litigators, wrote the amicus brief for the League of California Cities, California Special Districts Association, California State Associations of Counties, and other local government organizations that helped persuade the California Supreme Court to remove the California Business Roundtable's "Taxpayer Deception Act" initiative from the statewide ballot last year — helping protect local revenues statewide.

- **Labor and Employment:** Our labor and employment law practice includes advice, training, drafting personnel rules and policies, drafting employment agreements and advising on PERS issues, representation in administrative proceedings and litigation in a wide variety of matters, including wrongful termination claims, disability and other discrimination claims, employee development and discipline, union and management rights issues, drafting and interpreting Memoranda of

Understanding with bargaining units, and unemployment benefit disputes before the State Employment Development Department. We have also advised cities through alternative dispute resolutions for labor matters, including complex employee discipline cases subject to advisory or binding arbitration and disputes before the Public Employment Relations Board.

- **Litigation Practice:** Our Firm represents public entities in matters from simple code enforcement to complex matters of first impression impacting cities statewide. Our litigators have broad experience in public-sector litigation and such private-sector topics as general commercial litigation, employment law, and unfair competition. We can oversee and manage collection lawsuits, as needed. We also have extensive experience litigating elections matters, and are proficient at the fast pace and novel, often first-impression issues raised by rocket-docket elections lawsuits.

We have in-house capabilities to advise, and if necessary, initiate and defend litigation pertaining to the Public Records Act, election law, general liability and risk management not handled by the risk pool, environmental law, including CEQA, NPDES and other environmental law matters, contracts and franchises, water rights, public finance/rate making, real estate, land use, construction defects, and code compliance. We have a successful litigation track record at all levels, including an extensive practice in the California Courts of Appeal and the California Supreme Court.

Although we do not serve as "bond counsel," we are experienced in drafting components of Official Statements and in interpreting bond covenants and purposes.

d. Describe how you would structure the working relationship between the City Attorney and the City Council, City Manager, Department Heads, City Commissions, and other members of staff.

We see our relationship with the City Council and other decision-makers to be that of a counselor and service provider, as an independent contractor. We do not attempt to direct policy decisions, but rather, offer options and solutions to help you reach your desired outcome. We understand that the City Attorney is not a policy maker or a manager but rather assists those in these positions with accurate, timely, and helpful advice. We usually work closely with the City Manager and staff. That said, our client is the City Council, and our duty of loyalty resides there.

We track the progress of legislation likely to impact public agencies, as well as significant case law developments and forward this information to our clients on a "shared cost" basis for those clients for which the information is relevant. We provide these legislative updates and significant case law developments as they become

applicable. Generally, the City would receive legislative updates by or before the first quarter of the year when most new legislation is applicable.

Additionally, the Firm publishes a quarterly newsletter regarding developments in the law of concern to public entities (including land use, CEQA developments, labor and employment, and public financing, to name a few topics) which is provided at no cost. An example of a recent Firm newsletter is attached as Attachment A – Firm Newsletter.

We work to expect when the City Council may need to act on a matter and advise on the relevant options as early as possible.

e. Specify intended office location and accessibility to the City's needs, including proposal for hours and day(s) of week for regular established office hours at City Hall.

The Firm's headquarters are in Grass Valley, California. Services will primarily be performed from the Firm's Northen California presence, with support from our other offices. Both Ms. Highsmith and Mr. Summers operate out of their private offices in Contra Costa County less than 35 miles from American Canyon City Hall. All of our offices are connected by our integrated cloud-based technology platform, letting each attorney work in an office or remotely at a client as if in their own office, with full access to the Firm's document management system and its library of templates and tools to allow efficient, cost-effective responses to client needs.

While all of the Firm's attorneys are available to assist when a particular matter arises, the attorneys identified here will be the core team servicing American Canyon

f. Describe systems/mechanisms that would be established to ensure timely responses to City Council and City staff. What would be the response time we can expect from the City Attorney to inquiries made by the City Council or City Manager.

Accessibility and Response Time

Accessibility is vital in the relationship between the City Council, the City Manager, and our team. We are easily accessible via smartphone for telephone calls and emails & regularly share info among the team to ensure seamless service. Ms. Highsmith always has her smartphone on hand and responds within one hour or less to texts, and within 24 hours to emails. We seamlessly work with our clients remotely, using email, ShareFile, and other online systems to help with preparation and review of agenda items and staff reports, warrants, contracts, and other legal documents.

As most issues are transmitted through email or phone call, initial responses are typically same day/next day, with follow-up provided according to client-set deadlines.

We find that emailing assignments to the City Attorney and their support staff allows for the work to be completed in the most expedient manner. As our relationship becomes established, additional methods of transmission can be created.

It is recommended that the city attorney and the city manager have weekly meetings to set priorities, anticipate needs, and check-in on the status of assignments and follow-up by staff.

g. Describe systems/mechanisms that would be established for monthly reporting of status of projects, requests, and litigation.

We provide regular status reports including immediate updates on any significant legal developments, and quarterly or monthly reports on pending matters such as major projects or litigation. We strive to have regular personal contact with Council Members and staff so the written information our clients receive never comes as a surprise.

We also regularly communicate in writing with our clients by text, email and memoranda as projects progress, legislation develops, and new cases come down. When significant new cases are issued, we give updates to the City Council and City Manager describing the case, its impact, and required or recommended changes in the City's practice.

h. Identify the types of reports your firm will provide to the City Council and City Manager.

The most comprehensive report requested by some clients is a semi-annual litigation report for all cases being handled by our Firm or being overseen by our Firm and handled by outside counsel, including through your risk pool. This report presents in narrative and table format the details, activities, and costs of the case. This is typically discussed in a closed session matter at least twice a year to provide an update on all cases. Due to attorney client confidentiality, we are unable to provide a copy of the semi-annual litigation report that we compile for clients; given the nature of the report, all pages would be redacted. At the interview, we can bring copy to show the scope and depth of presentation.

Other more typical reports prepared are staff reports prepared for a specific topic, such as that prepared for an ordinance or resolution.

i. Describe your firm's suggested process for transmitting requests and other material to the City Attorney. Describe how you propose assignments be assigned to the City Attorney, how will you assemble annual goals and objectives, and how do you propose those goals/objectives be evaluated.

We find that emailing assignments to the City Attorney and their support staff allows for the work to be completed in the most expedient manner. It is appreciated that items requiring immediate action be presented with a phone call to the City Attorney to ensure that the matter gets immediate attention and that any questions can be immediately handled. This access directly to the City Attorney is encouraged not only as communication from the City Manager or a select group of directors, but from any member of your team to ensure that we have immediate responsiveness to your team. As our relationship becomes established, additional methods of transmission can be created.

We are adept at working together with our clients remotely, using email, ShareFile, and other online systems, such as Granicus or Minutetrac, to assist with preparation and review of agenda items and staff reports, warrants, contracts, and other legal documents.

j. The City of American Canyon is a growing city with many active development sites. Describe your approach to using development agreements to implement specific plans. What key considerations should the city keep in mind when negotiating a development agreement in this context?

Our Firm has drafted many exclusive negotiating agreements, development agreements, and disposition and development agreements with private developers to facilitate and cooperatively shape a public-private partnership arrangement (for property that is owned by the City) or a privately owned development, in a way that supports the City's land use goals and desired community amenities. A development agreement is a good tool to specify the developer's contractual obligation to adhere to specific land uses and desired community amenities on a contractually agreed to construction and implementation schedule. In return, the City can agree to a long-term, comprehensive development plan, expedite entitlement processing, and waive or defer development fees. A robust remedy and enforcement section of the development agreement is important in the event of default (including the right of reverter to the City if the property proposed for development was being transferred by the City). The City should request to see the developer's financial proforma (for a reality check on whether the development proposal is really feasible) and also understand the rate of return expected.

We also recommend provisions requiring City consent to any transfer of the land from the developer to merchant builders, so the City can ensure buyers have the resources and expertise to actually deliver on the development and its promised infrastructure. Cities need to also ensure that each development agreement's public infrastructure requirements are clear, with strong triggers for needed improvements, and have a viable financing plan. We are adept at advising cities to ensure these elements are included in development agreements. And recognizing that a developer may over-promise an agency in order to "seal the deal," it is very important to avoid agreeing to or demanding unrealistic development components or amenities. Otherwise, when the developer requests a later modification of the agreement to lessen their obligations, the community is disappointed and the legislative body ends up getting the blame.

k. Describe the staffing of your office, including all permanent and temporary employees and their general duties and work schedules. Include any changes you would propose, now or in the future, should you be awarded a contract to provide legal services to the City

All attorneys and paralegals at CHW are at the disposal of all of our clients. We currently employ 35 attorneys, 3 paralegals, and 1 law clerk.

From time-to-time we hire promising legal talent awaiting bar results and second- and third-year law students as interns and law clerks. Interns are primarily used for legal research on complex legal projects.

The Firm also employs paralegals and legal secretaries specializing in litigation and transactional matters. Our paralegals provide support by preparing documents for discovery responses, reviewing documents that provided by opposing parties, managing, and preparing exhibits for hearings and trials, and supporting depositions and trials. Our transactional paralegals support attorneys working by formatting and compiling routine assignments such as contracts, resolutions, and ordinances.

Our legal secretaries are trained to provide word processing and other support, including use of our sophisticated macro packages to simplify document development.

l. It is anticipated that the City will contractually require monthly-itemized statements for all services and will subject these statements to audit at least annually. Describe how you would provide for this reporting.

The Firm has a fully integrated timekeeping, billing and accounting system. Our system allows us to tailor the monthly bills for the City in the manner that is most useful for its needs, including cost recovery by Department and/or project. We strive to make

our bills more than a means to be paid, but also a management tool to allow your City Council, City Manager, and other City staff to work with us to manage our services for maximum benefit to the City's programs and at efficient cost. The format of our invoices includes detailed descriptions of the legal service provided, the date, the attorney providing the service and the time spent, broken down in 6 minutes increments. This detailed format is our standard as it 1) maintains attorney-client privilege by detailing the legal advice sought and provided and 2) makes it easy for the client to track and remember the matter should there ever be questions about any specific billing entry. We are also sensitive to protecting confidentiality and generally avoid listing names of personnel in any labor/employment advice provided.

We will provide timely documentation requested by the City or its auditors for any audits of our legal bills. We participate in annual audit reporting requested for all public agency clients.

m. Please submit an example of a typical invoice your firm provides to a public agency. Please redact any references to specific costs or sensitive information. We are interested in the format, type of information included, and readability.

Please see attachment for an example of an invoice, which has been redacted, for confidentiality and attorney-client privilege.

n. Identify the types of in-service training your firm can provide, such as ethics and AB 1234, commission roles and responsibilities, how to conduct performance evaluations, harassment, etc.

We provide in-service trainings for staff, commissions, and councils on a regular basis. Trainings concerning meeting decorum, conflicts of interest, the Brown Act, Political Reform Act issues (including AB 1234 training), Government Code section 1090 issues, the Public Records Act, and common law conflicts concerns are often provided to clients. These are typically offered to clients on an annual basis as new personnel joins the city. More specialized training is available on issues such as SB 35, the Housing Accountability Act, employment issues, and other topics.

The Firm is qualified to and routinely provides training on FPPC/ethics laws, the Brown Act, and AB 1234; commissioner and council member orientation and best management training; election and campaign orientations for candidates and poll workers; employment-related training, including topics such as sexual harassment and discrimination prevention and employee evaluation, retention, and discipline best practices; and the basics of land use and due process. We provide one two-hour AB 1234 training session each calendar year and up to 20 hours of live training and preparation

on other topics (e.g., Public Records handling, employment issues, the Brown Act) each fiscal year as retainer work, or at the standard hourly rate (e.g., not special services rate). Additional training and preparation for training sessions will be provided as non-retainer services. We would work with the City Manager to schedule trainings so as to not displace other necessary services.

o. Disclose any litigation with any local government clients of the proposed City Attorney or firm within the last ten years and provide a description.

The vast majority of clients we represent are public agencies. From time to time we represent public agencies against other public agencies, or private clients against public agencies. These are an extremely small part of our practice. The following list is of active cases where we represent a public agency or public client against a public agency (CHW client indicated in bold). We can provide details of each case upon request, subject to maintaining client confidentiality.

- **City of Montclair** v. Monte Vista Water District
- **Town of Los Gatos** v. County of Santa Clara
- **City of South Pasadena** v. CalTrans

We have provided special counsel services to the City of Vallejo on matters of water rates (but not water rights). We acknowledge the existing litigation between American Canyon and the City of Vallejo; our Firm has not been involved in any of this litigation or the underlying issues regarding this litigation. Accordingly, we do not see this as an existing conflict, and if necessary, we would seek a waiver from the City of Vallejo; we believe they will consent. We also serve as General Counsel to the Napa County Local Agency Formation Commission. We have previously advised the City of American Canyon on LAFCO-related issues (not litigation), and we are not aware of any current conflicts between the agencies. If future matters arise with adversity between the City and Napa LAFCO we would expect to advise only one of the two entities, with informed written consent. There are no other foreseeable conflicts of interest that would impede our representation of the City of American Canyon with any existing or former client. If a conflict arises, we work within the rules of professional responsibility to advise our client and work towards ethically resolving the issue.

p. Provide three references of clients within the last five years including contact information and brief description of services.

Although our Firm is well known in local government circles throughout California, these contacts are especially familiar with our recent work:

For Ms. Highsmith as City Attorney

Michael Chandler, City Manager
City of Martinez
525 Henrietta Street
Martinez, CA 94553
(925) 372-3500
mchandler@cityofmartinez.org

Brianne Zorn, Mayor
City of Martinez
525 Henrietta Street
Martinez, CA 94553
(206) 465-5055 (mobile)
bzorn@cityofmartinez.org

For Ms. Highsmith as Special Counsel

Hilary Straus, General Manager
Citrus Heights Water District
P.O. Box 286
Citrus Heights, CA 95611
(916) 872-7353 (mobile)
hstraus@chwd.org

For Mr. Summers as City Attorney

Ben Harvey, City Manager
City of Ojai
401 S. Ventura Street
Ojai, CA 93023
(805) 646-5581
Ben.Harvey@ojai.ca.gov

We would be happy to provide additional references upon request. If you would like to speak to City Council members or other elected officials with whom we have worked, let us know and we can provide more names and contact information for that purpose.

q. Any additional information that you believe should be given consideration.

We aim to tailor our services to fit the need. For example, we can explain a complex legal issue in lay person's terms at a public meeting so your constituents can understand. Or, when speaking with opposing counsel in a contested hearing we can adapt our tone and language to match. In City Council and similar legislative body meetings, Ms. Highsmith generally speaks only as needed, respecting the advisory and not-policy-making role of the attorney. However, she also takes cues from the Mayor or Chair, adjusting to the unique needs of each body and each item.

An effective meeting begins well before the agenda is published, and Ms. Highsmith, and the other City Attorneys who attend public legislative body meetings, work to ensure the Mayor/Chair, staff, and the attorney(s) are on the same page regarding the attorney style needed for each meeting — recognizing that some meetings require the attorney to be an active parliamentarian while others need only a legal question or two answered.

Litigation or Settlement Assessment

Deciding whether to settle a lawsuit advantageously or fight vigorously through the Court of Appeal to the Supreme Court depends on the City's goals. We advise clients on the likelihood of success, the options and risks of various strategies, and the larger implications for cases and possible settlements. Each case is different, of course, but some cases call out for quick settlement (e.g., an employee separation or termination), while others are worthy of fighting, (e.g., an ideological challenge to a City's utility rates central to its ability to serve its community.)

We often recommend settlement when litigating a case to a conclusion is unlikely to help the City at a sufficient level to justify the costs or risks of litigation. Further, we recommend that the City authorize us to provide a detailed report twice a year on all outstanding litigation matters which shows legal costs to date, trends in types of litigation the City is defending, the status of settlement discussions, and the status of the actual litigation. This is a powerful tool to make sure that litigation files do not "sleep" or drag on well past the point when the City's budget and goals would be better served to settle.

Working almost exclusively with public agencies and drawing on our deep well of public law experience, we handle the full range of legal issues confronting California's cities, counties, and other public agencies. A list of current and former public agency clients are enclosed in sub-section b. on Conflicts of Interest.

SAMPLE INVOICE

Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, CA 95945-5091
(530) 432-7357

[redacted]

April 4, 2025

City of Martinez
525 Henrietta Street
Martinez, CA 94553

City of Martinez

BILL SUMMARY for services through
March 31, 2025

Account	Title	Sub-Total	Total
	GENERAL NON-LITIGATION		
2500.01	NON-LITIGATION	$ [redacted]	
2500.02	MARIJUANA	[redacted]	
2500.05	SANITARY DISTRICT NO.6	[redacted]	
2500.12	CPRA REQUESTS	[redacted]	
	Disbursements	[redacted]	$ [redacted]
	PLANNING		
2511.01	GENERAL	[redacted]	[redacted]
	MARINA		
2571.01	GENERAL	[redacted]	[redacted]
	PERSONNEL		
2575.01	GENERAL	[redacted]	[redacted]
	POLICE		
2576.01	GENERAL	[redacted]	[redacted]
	LITIGATION		
5000	ADMINISTRATION	[redacted]	
	PLANNING	[redacted]	[redacted]
5025	adv. ALHAMBRA INN	[redacted]	[redacted]
5026	adv. CLIFF SCHOFIELD		
	TOTAL Current Charges		$ [redacted]
	PAST DUE AMOUNT		[redacted]
	TOTAL NOW DUE		$ [redacted]

Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, CA 95945-5091
(530) 432

Invoice submitted to:

[redacted]
City of Martinez
525 Henrietta Street
Martinez, CA 94553

Invoice Number: 64712
Invoice Date: April 3, 2025

In reference to: **GENERAL NON-LITIGATION**

Professional Services through 03/31/2025

			Hours	Amount
2500.01 NON-LITIGATION				
03/03/2025	JRD	RESEARCH NEW LEGISLATION REGARDING INFRASTRUCTURE FACILITY DISTRICTS (SHARED COST)	0.20	[redacted]
03/03/2025	JRD	RESEARCH NEW LEGISLATION REGARDING CANNABIS BUSINESS TAXES (SHARED COST)	0.20	[redacted]
03/03/2025	TLH	REVIEW WEEKEND UPDATE EMAILED BY [redacted]	0.10	[redacted]
03/04/2025	MAK	DRAFT LEGISLATIVE MEMORANDUM DISCUSSING PUBLIC OFFICIALS CONFLICT OF INTEREST IN CONTRACTS AND "REMOTE FINANCIAL INTERESTS" (SB 1111) (SHARED COST)	0.20	[redacted]
03/04/2025	TLH	REVIEW AND COMMENT ON PUBLIC HEARING NOTICE EMAILED BY [redacted] REGARDING 3/17/25 CITY COUNCIL AGENDA ITEM	0.10	[redacted]
03/04/2025	TLH	PREPARE BROWN ACT TRAINING CERTIFICATE AND EMAIL SAME TO [redacted] PROVIDE BROWN ACT TRAINING VIA ZOOM FOR CITY CLERK'S OFFICE	1.10	[redacted]
03/04/2025	TLH	REVIEW EMAIL FORWARDED BY [redacted] REGARDING DISPUTE BETWEEN PROPERTY OWNERS OVER 980 FERRY STREET/901 ESTUDILLO PERMIT WORK	0.10	[redacted]
03/04/2025	TLH	REVIEW EMAIL FROM [redacted] REGARDING HISTORY OF WATER SERVICE FOR PROPERTY ON CORNER OF GREEN STREET AND ESTUDILLO STREET AND COSTS OF CURRENT WATER SERVICE CONNECTION FEES FOR PROPOSED 45-PLEX ([redacted]	0.10	[redacted]
03/05/2025	JAA	REVIEW EMAIL FROM C. [redacted] REGARDING WATER CONNECTION FEES; EXCHANGE EMAIL CORRESPONDENCE WITH [redacted] AND [redacted] REGARDING SAME	1.40	[redacted]

Privileged and Confidential - Do not store with publicly accessible documents

Professional Services through 03/31/2025

2500.01 NON-LITIGATION - continued

			Hours	Amount
03/05/2025	JAW	CONFERENCE WITH [redacted] REGARDING MAD SITE'S USE AND TRANSFER TO [redacted] REVIEW EMAIL FROM OPPOSING COUNSEL AND EMAIL REGARDING "J" STREET BRIDGE	0.50 [redacted]	[redacted]
03/05/2025	MAK	DRAFT LEGISLATIVE MEMORANDUM DISCUSSING PUBLIC OFFICIALS CONFLICT OF INTEREST IN CONTRACTS AND "REMOTE FINANCIAL INTERESTS" (SB 1111); EXCHANGE MEMORANDA WITH [redacted] REGARDING SAME (SHARED COST)	0.10 [redacted]	[redacted]
03/05/2025	MGC	REVIEW AND REVISE DRAFT MEMORANDUM REGARDING NEW 1090 EXCEPTION (SHARED COST)	0.10 [redacted]	[redacted]
03/05/2025	TLH	REVIEW AGENDA PACKET FOR 3/5/25 CITY COUNCIL MEETING AND STUDY SESSION; ATTEND STUDY SESSION AND REGULAR CITY COUNCIL MEETING	5.40 [redacted]	[redacted]
03/05/2025	TLH	REVIEW /D AGREEMENT WITH FUN4ALL AND ADVISE [redacted] REGARDING FORM OF AGREEMENT AND REQUEST FOR USE OF STANDARD CONSULTANT CONTRACT; QUICK RESEARCH ON OBLIGATION TO PERFORM BACKGROUND SEARCH ON PERSONS WORKING WITH MINORS (AB 506)	0.30 [redacted]	[redacted]
03/05/2025	TLH	REVIEW AND RESPOND TO EMAIL FROM [redacted] REGARDING MURAL RESPONSIBILITIES ON EXTERIOR BUILDING OCCUPIED BY UNIVERSAL SPORTS ACADEMY	0.10 [redacted]	[redacted]
03/05/2025	TLH	REVIEW AMICUS CURIAE BRIEF IN SANDHU V PER (RGS, REAL PARTY IN INTEREST) REGARDING CAL CITIES POSITION TO DETERMINE POTENTIAL FOR LEGISLATIVE FIX	0.20 [redacted]	[redacted]
03/05/2025	TLH	REVIEW EMAIL AND ATTACHED WAIVER/ASSUMPTION OF RISK FORM FROM [redacted] FOR USE IN VOLUNTEER SHEET MULCHING PROJECT AND COMMENT ON SAME	0.10 [redacted]	[redacted]
03/06/2025	JAA	TELEPHONE CALL FROM [redacted] REGARDING [redacted] WATER CONNECTION FEES SETTLEMENT PROPOSAL; EXCHANGE EMAIL CORRESPONDENCE WITH [redacted] REGARDING SAME	0.40 [redacted]	[redacted]
03/06/2025	JAA	DRAFT LETTER TO [redacted] REGARDING WATER CONNECTION FEE COMPLAINT AND PREPARE MEMORANDUM WITH SAME TO [redacted]	3.30 [redacted]	[redacted]
03/06/2025	JAW	REVIEW EMAIL REGARDING MAD SITE; REVIEW STAFF REPORT; REVIEW BACKGROUND MATERIAL REGARDING SAME	0.30 [redacted]	[redacted]
03/06/2025	TLH	EMAIL EXCHANGES WITH [redacted] RIVERS REGARDING FORM OF WAIVER/ASSUMPTION OF RISK FOR MARTINEZ USE IN SHEET MULCH VOLUNTEER PROGRAM	0.10 [redacted]	[redacted]

Professional Services through 03/31/2025

2500.01 NON-LITIGATION - continued

			Hours	Amount
03/07/2025	JRD	RESEARCH NEW LEGISLATION REGARDING INFRASTRUCTURE FACILITY DISTRICTS (SHARED COST)	0.30	[redacted]
03/07/2025	TLH	TELEPHONE CONFERENCE WITH [redacted] REGARDING PICKLEBALL COURT ISSUES AND TRIAL CHANGE IN TIME USE OF COURTS; REVIEW FOLLOW UP EMAIL TO [redacted] WITH ATTACHMENT REGARDING SAME	0.30	[redacted]
03/07/2025	TLH	REVIEW LETTER DRAFTED BY [redacted] FOR [redacted] REGARDING GREEN STREET WATER CONNECTION FEE ISSUE FOR [redacted] REVIEW ADDITIONAL EMAIL FROM [redacted] THREATENING LEGAL ACTION, FORWARDED BY ATTORNEY [redacted]; REVIEW SUGGESTED EDITS FROM [redacted]	0.30	[redacted]
03/10/2025	JAA	REVIEW [redacted] REVISED DRAFT OF LETTER TO [redacted], WATER SERVICE REGULATIONS FROM [redacted] AND COMMENTS ON LETTER; REVIEW FINAL VERSION OF LETTER FROM [redacted]	0.60	[redacted]
03/10/2025	JRD	RESEARCH NEW LEGISLATION REGARDING INFRASTRUCTURE FACILITY DISTRICTS (SHARED COST)	0.30	[redacted]
03/10/2025	TLH	ATTEND DEVELOPMENT TEAM MEETING FOR AGENDA PREPARATION	0.70	[redacted]
03/10/2025	TLH	REVIEW AND RESPOND TO EMAIL FROM [redacted] REGARDING IN PERSON BROWN ACT TRAINING FOR COMMISSIONS ON 8/5/25	0.10	[redacted]
03/10/2025	TLH	REVIEW GENERAL LIABILITY POLICY ENDORSEMENT LANGUAGE FOR CHESS CAMP AND ADVISE [redacted] REGARDING SAME	0.10	[redacted]
03/10/2025	TLH	REVIEW WEEKEND UPDATE FROM [redacted] TO CITY COUNCIL VIA EMAIL	0.10	[redacted]
03/10/2025	TLH	REVIEW [redacted] EMAIL REGARDING [redacted] COMMENT/EMAIL AND COMMENT REGARDING SAME; REVIEW DEFENSE ATTORNEY [redacted] CONFIRMATION OF SAME	0.20	[redacted]
03/11/2025	JAA	REVIEW EMAIL FROM [redacted] AND [redacted] REGARDING RESPONDING TO [redacted] COUNTER-PROPOSAL ON WATER CONNECTION FEES	0.20	[redacted]
03/11/2025	TLH	REVIEW EMAIL FROM [redacted] REGARDING [redacted] RESPONSE(S) TO LETTER REGARDING WATER SERVICE CONNECTION FEE FOR [redacted]; REVIEW [redacted] RESPONSE TO SAME (E.G., DEFERRAL OF PAYMENT UNTIL CERTIFICATE OF OCCUPANCY); REVIEW FOLLOW UP EMAIL AND ATTACHED FEE DEFERRAL AGREEMENT FROM [redacted] AND COMMENT ON SAME; REVIEW FINAL EMAIL FROM [redacted] FORWARDED BY [redacted]	0.40	[redacted]

RESUMES

TERESA L. HIGHSMITH

Shareholder

(213) 542-5703
thighsmith@chwlaw.us



Terri is a Shareholder with the Firm of Colantuono, Highsmith & Whatley and has specialized in municipal law since 1991. She has a broad range of experience in areas of concern to local governments, including zoning and land use regulation, drafting of legislation, public water supply distribution and other water and utility issues, labor and employment issues, post-redevelopment, contracts, housing authority law(state and federal requirements) and affordable housing, Joint Powers Authority formation and agreements, personnel and labor matters, public works and public bidding requirements, open meetings law, Public Records Act requests, and conflicts of interest.

As a member of the municipal advisory team in Colantuono, Highsmith & Whatley's Pasadena office, Terri is an experienced City Attorney, serving as City Attorney to the City of Martinez (2022 to present), Cities of Barstow (2011 to 2021), Sierra Madre (2012 to 2020) and South Pasadena (2014-2021), including each City's role as Successor Agency to its former Redevelopment Agency. During post-redevelopment, Terri also served as General Counsel to the Oversight Boards for former redevelopment agencies in Huntington Park, Pomona, Rialto, San Bernardino, San Gabriel, and Temple City. Terri also serves as General Counsel to the South East Los Angeles County Work Force Investment Board and the SELACO WIB's Policy Board (a 5-city JPA which appoints member of the WIB), and from 2012- to 2021, as General Counsel to the Orangeline Development Authority — a JPA comprising 15 cities formed to pursue development of a high speed, grade separated, environmentally friendly and energy efficient transit system in Southern California.

As the leader in our firms' multi-member labor team, Terri's personnel and labor practice includes management and harassment training for cities, assisting in bargaining and drafting MOU's and other employment agreements, preparing personnel rules and providing ongoing legal assistance in labor and employment disputes, grievances and discipline matters, and other employment issues applicable to both safety and non-safety public employees. In addition to providing labor and employment advice to our firm's various clients throughout California, Terri is labor advisor to the Citrus Heights Water District.

Prior to joining the Firm, Terri served the City of Alameda as its in-house City Attorney (2006 – 2011) and Assistant City Attorney (1997– 2006) and was General Counsel to the Alameda Housing Authority, the Alameda Power & Telecom (public electric company), and the Alameda Reuse and Redevelopment Authority, a joint powers authority created to acquire and redevelop the former Naval Air Station, Alameda. Prior to her 14 years with the City of Alameda, Terri represented the cities of Lafayette, Moraga, Orinda, and Pittsburg as contract Assistant and Deputy City Attorney, and provided special counsel and litigation services to the cities of Fremont, Livermore and Livingston on a contract basis.

EDUCATION

Terri graduated with a Bachelor of Arts degree with honors from the University of Nevada, Reno in 1977. Several years and three children later, she attended law school at John F. Kennedy University, graduating with honors in 1991 and joined the California Bar that same year. While she was at law school, she was an editor of the Law Review and taught contracts and legal research and writing to first-year students while juggling the duties of a "soccer mom."

PRACTICE AREAS

- Public Law
- Labor & Employment Law
- Land Use
- Redevelopment & Affordable Housing
- Contracts & Agreements
- Public Works Contracting
- Joint Powers Authority Formation & Representation
- Public Utilities

RECOGNITIONS & COMMITTEES:

Member, **League of California Cities Legal Advocacy Committee (LAC) & LAC Executive Committee** (2018-2020); Chair, (2019-2020)

MATTHEW T. SUMMERS

Shareholder

(213) 542-5719
msummers@chwlaw.us



Matthew Summers is a shareholder in Colantuono, Highsmith & Whatley's Pasadena office who has specialized in representing cities and other public agencies since 2011. Named to the prestigious "Top 40 Under 40" of California lawyers by the Daily Journal Corporation, publisher of California's leading legal trade paper in 2021, he serves as City Attorney for the Cities of Barstow, and Ojai, and Interim Assistant City Attorney for the City of Tracy.

His practice covers the full range of public law issues, including land use, elections, public safety, conflicts of interest, open meetings and public records, public works and public contracting, labor and employment, post-redevelopment advice and litigation, cannabis regulation and enforcement, telecommunications, public agency litigation, and the California Environmental Quality Act ("CEQA"). Matt also advises the Cities of Culver City, El Monte, Irvine, and Paso Robles as special counsel, and served as General Counsel for Eco-Rapid Transit, a 15-city joint powers agency, as well as our other general and special counsel clients.

Matt's recent projects include drafting and implementing ordinances regulating cannabis businesses, advising cities regarding referenda and initiatives, and negotiating and drafting complex development agreements and related land use and zoning entitlements for housing and mixed-use commercial projects. Matt has extensive land use experience with projects large and small, including three recent 1,000-unit residential subdivisions; complex, large, and contentious single-family-home proposals with extensive environmental issues; a City Hall renovation; affordable housing projects, and several large mixed-use hotel, commercial, and residential projects.

Matt has a robust elections law practice, including advising Calabasas, Barstow, and Ojai, and special counsel cities on candidate qualification and nomination issues, advising Calabasas on recent tax and development project initiatives and referenda, advising Ojai on two successful City-sponsored tax measures, and several contesting, including via litigation, initiatives and referenda, and advising on several recalls. Matt also won, on demurrer, a challenge to a ballot statement and question for a proposed City transactions and use (sales) tax.

Matt is one of our Firm's lead attorneys on telecommunications law and has advised Calabasas, Ojai, Sierra Madre, and Lakeport in a number of vigorous disputes regarding cell tower siting. He drafted Calabasas, Ojai, and Sierra Madre's amendments to their wireless ordinances in response to the Federal Communications Commission's adoption of new regulations protecting "small" wireless facilities and implementing the "Section 6409" federal exemption from local zoning for modifications to existing wireless facilities.

He has successfully litigated a variety of land use, elections, post-redevelopment, and general public law matters. Notably, Mr. Summers, together with Holly O. Whatley, successfully defended the majority of Calabasas' wireless telecommunications facilities siting ordinance against a facial challenge raising novel issues of federal and state law. Other cases include a published appellate victory in a successful constitutional challenge to the State's self-help provisions of A.B. 1484, the post-redevelopment legislation on behalf of 4 cities and their successor agencies, *City of Bellflower v. Cohen*, (2016) 245 Cal.App.4th 438.

EDUCATION

Matt received his J.D. *cum laude* from the University of California, Hastings School of Law in 2011 where he was an Articles Editor of the **Hastings West-Northwest Journal of Environmental Law & Policy**. He graduated from Reed College with a B.A. in Economics in 2008 and is a member of Phi Beta Kappa.

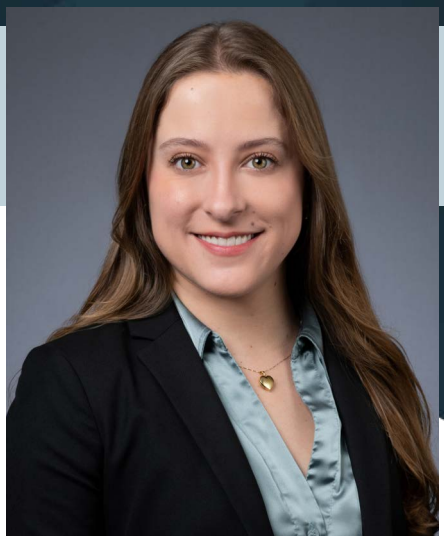
PRACTICE AREAS

- Public Law
- Elections Law
- Land Use & Housing
- Telecommunications Law
- Conflicts of Interest and Ethics Compliance
- Brown Act and other Open Meetings and Transparency Laws
- Public Records Act
- Public Contracting Law
- Post-Redevelopment
- Cannabis Regulation and Permitting
- Americans with Disabilities Act Compliance
- Public Safety

MACKENZIE D. ANDERSON

Associate

(916) 989-0042
manderson@chwlaw.us



Mackenzie is an Associate in Colantuono, Highsmith & Whatley's municipal advisory practice group and resident in our Sacramento office. She provides a wide range of support for our municipal clients in such topics as public records, conflicts of interest, and land use. She is Assistant City Attorney for the City of Grass Valley, City of Novato, and City of Lakeport, Assistant Town Attorney for the Town of Yountville, and Deputy City Attorney for the City of Etna. She is also Assistant General Counsel for the Local Agency Formation Commissions (LAFCOs) of Napa County and Yuba County. She supports our general and special counsel clients in public law matters including open meetings, public records, conflicts of interest, land use and CEQA, public works construction, taxation, marijuana regulation, LAFCO issues and other topics.

EDUCATION

While in law school, Mackenzie worked for federal and local agencies, including the Equal Employment Opportunity Commission and the Santa Clara District Attorney's Office. She graduated from U.C. Berkeley Law with Pro Bono Honors. Before law school, she graduated from Philadelphia's Temple University summa cum laude with a BA in English and a minor in Political Science. During that time, she interned with the Stanislaus Family Justice Center, Philadelphia District Attorney's Office, and Philadelphia Mayor's Office, gaining exposure to a variety of local government and public service issues.

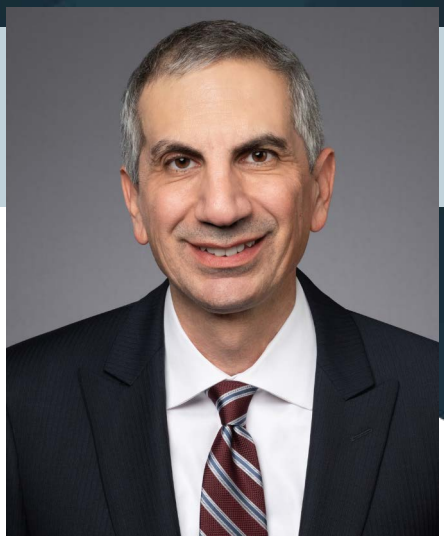
PRACTICE AREAS

- Municipal Advisory
- California Public Records Act
- Conflict of Interest Laws
- California Environmental Quality Act
- Land Use
- Code Enforcement
- LAFCO Law

JOHN A. ABACI

Senior Counsel

(707) 986-8069
jabaci@chwlaw.us



John A. Abaci is senior counsel in the firm's advisory and litigation practice groups, in Colantuono, Highsmith & Whatley's Sonoma office. Before joining CHW, John was with Walter & Pistole providing advice and litigation services on behalf of municipal clients around the Bay Area. John has been a litigator since 1994, initially as a Deputy District Attorney handling criminal prosecutions, consumer protection and insurance fraud cases and, since 1998, for municipal clients. He has litigated a variety of cases, including personal injury, inverse condemnation, nuisance abatement, disability, and civil rights. He is a panelist defense counsel for Bay Area risk pool providing pooled self-insurance to local agencies. He also advises public agencies on a wide range of matters including government claims, law enforcement, personnel, public records, and public works. John has achieved successful results for public agencies through various methods drawing upon his breadth and depth of experience over 23 years of work, achieving outcomes such as recovering over $100,000 in a city's costs to abate a public nuisance. He has frequently represented police agencies in defense of motions seeking police personnel records, subpoenas, and various other types of proceedings. He has also obtained workplace violence restraining orders for employees, including orders restricting access to city property and public meetings. John has also negotiated and drafted franchise and joint powers agreements. He has served on committees for the City Attorneys Department of the League of California Cities, including moderating a panel in 2021 on the implications of social unrest for cities.

EDUCATION

John graduated from U.C. Berkeley with Honors in 1990 and Hasting College of the Law in 1993.

PRACTICE AREAS

Civil rights Litigation
Police Liability and Law Enforcement
Code Enforcement
Health & Safety Code Receivership Litigation
Writ Proceedings
Public Finance
Municipal and Public Agency Litigation

MEGHAN A. WHARTON

Senior Counsel



(530) 500-2030
mwharton@chwlaw.us

Meghan is Senior Counsel in Colantuono, Highsmith & Whatley's litigation practice group, in the Grass Valley office. Meghan has been a litigator since 2001 and has focused on public law since 2013.

Meghan has broad public entity litigation experience. While in-house with the San Diego City Attorney's Office, Meghan litigated cases involving Proposition 218 and 26, election law, municipal finance, contract disputes, the Brown Act, insurance coverage, conflicts of interest, COVID-19 vaccination disputes, and employment disputes. Meghan was primary counsel to the Public Utilities Department and Mayor's Office regarding Proposition 218 and Proposition 26 issues.

Meghan has argued before the California Supreme Court, California Court of Appeal, and the 9th Circuit. She is admitted to practice before the 9th Circuit, the District Courts for the Northern, Southern, Eastern, and Central Districts of California and the District of Arizona.

Meghan successfully defended San Diego in the California Supreme Court in San Diegans for Open Gov't v. Pub. Facilities Financing Auth. of the City of San Diego (2019) 8 Cal.5th 733 (limiting standing to bring a conflict of interest claim under Gov. Code § 1092). Her published California Court of Appeal decisions include Mahon v. City of San Diego (2020) 57 Cal.App.5th 681 (franchise fee not an illegal tax if there is evidence of good faith negotiations resulting in a fee that is reasonably related to the value of the franchise); Sviridov v. City of San Diego (2017) 14 Cal.App.5th 514 (affirming cost award after plaintiff's failure to do better than § 998 offer); and San Diegans for Open Gov't v. City of San Diego (2015) 242 Cal.App.4th 416 (upholding revenue financing lease to fund infrastructure). Before the 9th Circuit, Meghan successfully defended the City's practice of chalking tires to enforce parking limits. Verdun v. City of San Diego, 51 F.4th 1033 (9th Cir. 2022). Meghan also represented the League of California Cities as amicus in Jacks v. Santa Barbara.

Meghan served as the San Diego's Chief Deputy City Attorney for the Special Litigation Division. Additionally, she co-chaired the office's writing committee and frequently conducted trainings on legal writing topics.

Meghan previously served on the San Diego County Bar Association's Legislative Committee (2020-2022). In 2023, Meghan was appointed to the League of California Cities' City Attorneys Department Municipal Finance Committee.

Meghan was admitted to the Arizona Bar (now inactive) in 2001 and the California Bar in 2007. Meghan graduated cum laude from Georgetown University Law Center. Meghan holds a B.A. in History from the University of Texas, Austin.

Meghan and her wife relocated to Nevada City, CA in 2023 and joined our Grass Valley office. In her free time, Meghan enjoys painting and hiking.

EDUCATION

Meghan graduated cum laude from Georgetown University Law Center. Meghan holds a B.A. in History from the University of Texas, Austin.

PRACTICE AREAS

- Appellate Representation
- Administrative and Traditional Writs
- Constitutional Issues
- Complex Litigation
- Contract Disputes
- Public Finance Law
- Conflicts of Interest Law
- Post-Redevelopment
- Election Law

THAIS P. ALVES

Associate

(626) 219-0481
talves@chwlaw.us



Thais is an associate with Colantuono, Highsmith & Whatley's municipal advisory practice group and resident in our Pasadena office. She provides a wide range of support for our municipal clients in such topics as employment and labor, open meetings and records, conflicts of interest, and land use. Adept at public meeting management, she regularly attends public agency board meetings, including previously serving as Planning Commission Counsel for the Cities of Sierra Madre and Ojai and as Assistant General Counsel for Eco-Rapid Transit. Recently, Thais has developed a specialty in representing cities in arbitrations for union grievances and handled a successful police officer termination arbitration involving a two-week trial.

Thais advises clients on a daily basis regarding contract drafting, interpretation, and amendment, the Brown Act, the Public Records Act, and conflicts of interest laws.

Thais is also part of CHW's employment law practice and provides significant labor and employment support for her clients, including advice regarding employee discipline matters, public employee retirement systems, personnel policies drafting and interpretation, union agreements drafting and interpretation, and compliance advice regarding the myriad of federal and state employment and labor laws. Thais is experienced in the public employee disciplinary appeal process, and has successfully defended her clients' discipline decisions in disciplinary appeal hearing and arbitrations. She also maintains and delivers an extensive library of training presentations for public agencies, including AB 1825 sexual harassment prevention training, best practices on employee evaluations, employee leave rights and disability accommodations, civil service rules, and employee discipline. Thais' focus is not only on helping her clients avoid legal liability, but also in creating a work environment where both management and non-supervisory staff feel supported, respected, and empowered to serve the public to the best of their ability.

Before joining the Firm, Thais was a fellow and then a staff attorney at California Women's Law Center. There, she engaged in impact litigation and policy advocacy on behalf of women.

EDUCATION

Thais obtained her JD from UCLA Law and graduated summa cum laude from University of California, Irvine, with a BA in History. In law school, Thais interned at the Los Angeles City Attorney's Office and at the Public Law Center. She also externed at the California Office of the Attorney General and the UC Immigrant Legal Services Center at UCLA, gaining exposure to a variety of public law topics.

PRACTICE AREAS

- Municipal Advisory
- Employment Law
- Brown Act
- Public Records Act
- Land Use Regulations
- Conflicts of Interest
- Political Reform Act
- Government Code § 1090
- Common Law
- California Environmental Quality Act

ANDREW L. JARED

Senior Counsel



(213) 542-5739
ajared@chwlaw.us

Andrew is Senior Counsel in CHW's public agency advisory group. He has dedicated his practice to representing cities and government agencies since 2006. He presently serves as the City Attorney for the Cities of Yreka, Montague, Fort George, and Etna. He previously has served as City Attorney and Assistant City Attorney for the Cities of Chico (6 years) and South Pasadena (2 years), and Assistant City Attorney for the City of Pomona (13 years). He also serves as General Counsel to the Goleta Water District.

His general counsel practice covers the full range of public law issues, including: land use, elections, contracts, districting, law enforcement/public safety issues, telecommunications, library law, cannabis regulation and permitting, historic preservation, conflicts of interest, open meetings and public records laws, CEQA, water law, water pollution litigation, solid waste franchises, airports, and other state and federal laws governing cities. He served as chief legal counsel to the City of Chico Airport Commission, addressing airport land use issues, including avigation easements, general plan and airport land use plan conformity, and coordination with the Butte County Airport Land Use Commission (ALUC).

He earned his Juris Doctor at Pepperdine University School of Law, and a Master of Science in Environmental Management from the University of London. He attended UCLA as an undergraduate, earning a BA in Geography.

He is serving a third term on the Municipal Law Handbook Editorial Committee, the leading treatise on California municipal law, published jointly by California Continuing Education of the Bar (CEB) and the League of California Cities (Cal Cities). He has also served on the Cal Cities Public Works Policy Committee (City Attorneys Department appointee) and the City Attorney's Department Committee on Disaster Response.

He has taught graduate and undergraduate courses in the Department of Urban Studies and Planning at California State University, Northridge as an Adjunct Professor. He has taught courses in Planning Law, and Sustainability and Environmental Analysis.

He has served his community for eight years as a Planning Commissioner, twice as its Chair, and served for eight years on the Trails Committee, preserving and improving hiking, biking, and equestrian opportunities for residents.

Before law school, he lived in Tokyo for over two years, teaching English to business professionals in the publishing industry and to the Japanese National Farmers Cooperative (Zennoh). He has traveled extensively throughout Asia, including trips to China, Hong Kong, Macau, Korea, Thailand, Malaysia, Indonesia, India, and Japan. He was born, raised, and attended public schools in Pomona, California.

PRACTICE AREAS:

- Airports and Airport Land Use Planning
- Cannabis Regulation
- Conflicts of Interest
- Contracting
- Election Law
- Historic Preservation
- Land Use, Planning and CEQA
- Library Law
- Public Law
- Public Safety Defense Litigation
- Public Utilities
- Solid Waste Franchising
- Water Rights
- Water Quality

INSURANCE

The Firm currently maintains in full force and effect a professional liability insurance policy which provides coverage in an amount not less than $2,000,000 per occurrence and $4,000,000 aggregate. Said insurance policy provides coverage for any damages or losses suffered as a result of any error or omission or neglect by the Firm which arises out of the professional services required by the representation.

a. Experience in land use development, particularly as it relates to industrial development, low-and moderate-income housing, and tourist-oriented retail development.

Ms. Highsmith and several of our firm's attorneys have significant experience in advising our clients on land use development, whether the proposal is for residential use, including affordable housing, mixed use development, including commercial or industrial development. Both Ms. Highsmith and Mr. Summers have drafted many exclusive negotiating agreements, development agreements and disposition and development agreements, including uses proposing hotels and other tourist-oriented development and private-public partnerships.

Mr. Summers' housing and land use experience includes advising cities on development agreements, financing, and infrastructure issues for three recent 1,000-plus unit residential subdivisions for the Cities of Tracy and Paso Robles; advising several cities on several large mixed-use hotel, commercial, and residential projects; and advising Ojai on several recent affordable-housing projects approved without any City subsidy and involving complex housing, environmental, and elections issues as development agreements were subjected to referendum and litigated.

b. Experience with Airport Land Use Compatibility Law

Several of our clients also include airports within their jurisdiction, but most recently Matt Summers provides legal support to the City of Tracy regarding the Tracy Municipal Airport, which is owned and operated by the City of Tracy. Mr. Summers' advice includes helping the City navigate Federal Aviation Administration review of its Optimization Plan and resolving disputes regarding the precise scope of World War II era restrictions on the airport's operations and interrelated City water and wastewater utility services and infrastructure.

Mr. Jared served as chief legal counsel to the City of Chico Airport Commission, addressing airport land use issues, including avigation easements, general plan and airport land use plan conformity, and coordination with the Butte County Airport Land Use Commission (ALUC).

c. Experience with Fire District Law

Currently, we serve over 16 Fire Protection Districts as General Counsel, or Special Counsel, as well as two Fire Authorities. The City of Martinez (represented by Ms. Highsmith as City Attorney), receives its fire services from the Contra Costa County Fire Protection District (an independent fire district), and the City of Barstow (represented by Matthew Summers as City Attorney since 2020, and previously by Ms. Highsmith as City

Attorney from 2011 to 2020) is served by the Barstow Fire Protection District, which is a dependent fire district, under the City of Barstow. Our advice to Fire Districts includes helping Fire Districts identify and implement fire services funding measures, negotiating annexations and inter-agency services agreements, and advice, arbitrations, and litigation over the complex, unique labor and employment issues that arise when employees live and work in agency-owned facilities.

d. Experience with the California Water Code

Many of the cities we represent are urban water suppliers. Ms. Highsmith has represented several such cities in a City Attorney capacity, including Sierra Madre, South Pasadena and the City of Martinez, where she is the current City Attorney. Additionally, our firm represents several water districts; as such, we are familiar with and work regularly with the California Water Code regarding water rights and water conservation issues. Andrew Jared, proposed as an Assistant City Attorney, is also experienced in water law, including through his service as General Counsel for the Goleta Water District. Andrew's experience includes advising water suppliers on rate-making, water quality regulatory processes, and water supply and delivery issues. Additionally, Mr. Summers has advised public wastewater utilities through regulatory investigations and several rate-making processes and infrastructure financing deals. If water or wastewater rates are litigated, Michael Colantuono, who would be available to the City as our Founding Shareholder, is California's leading expert on the law of local government revenues, briefing 18 cases on that subject in the California Supreme Court since 2004 and winning most.

e. Experience with dealing with Railroads and the California Public Utilities Commission

While City Attorney of the City of Barstow, Ms. Highsmith provided legal advice to the City regarding public works infrastructure coordination with the BNSF Railroad. Mr. Summers, the present City Attorney of Barstow, has continued this work over the past three years, including advising as the City is considering a proposed 5,000 acre rail yard and transload warehouse center with complex CEQA and environmental review, annexation, infrastructure financing, and regulatory compliance issues. Additionally, Mr. Summers is presently providing legal support to the City of Tracy regarding several Union Pacific Railroad projects within Tracy's jurisdiction and of sphere of influence, including a recent success resolving a several year old right-of-way easement dispute without litigation allowing a new $20 million state-grant-funded recycled water pipeline project to proceed.

The City of Martinez has an Amtrak station within its territorial jurisdiction—a community asset, which the City would like to see promoted with Martinez has a destination site. Amtrak has recently completed accessibility upgrades to the Martinez station.

As far as interfacing with the Public Utilities Commission (CPUC), attorneys in our firm representing cities who regularly work cooperatively with railroads in those jurisdictions, are able to provide written communication as necessary with the CPUC. Also, in our representation of community choice aggregate electric providers, we have participated in communicating written push back on the CPUC regarding investment-backed utilities (IOU's, such as Pacific Gas & Electric) attempts to recover various claims of stranded costs, due to loss of customers opting in to the community choice aggregate electric provider.

POTENTIAL CONFLICTS OF INTEREST

a. Please list any political contributions of money, ion-kind services, or loans made to any member of City Council within the last three years by the applicant law firm and all its attorneys, including the attorney proposed to represent the city

No member of the Firm has made any political contributions to any candidate or Council Member for the City of American Canyon. The same is true of any other member of any other legislative body that we represent. The Firm has a policy of not making political contributions to local agency candidates.

b. Please list all public agency clients for which your firm currently provides services or are under retainer.

The Firm represents public entity clients almost exclusively. The Firm's recent and current public agency clients are listed below. The clients marked with an asterisk (*) are those for whom we provide general counsel services. All others receive specialized legal services. To protect our client's confidences, we do not generally disclose the nature of the specialized services we provide for specific clients unless that information is public. If there are particular clients for whom you would like to know the nature of our work, we will provide that information if public or seek their consent.

1. Allan Hancock Community College District
2. Anaheim, City of
3. Antioch, City of
4. *Auburn Urban Development Authority
5. *Auburn, City of
6. *Barstow Redevelopment Agency/Successor Agency
7. *Barstow, City of
8. Basin Water Conservation District
9. Belmont, City of
10. Benicia, City of
11. Bighorn Desert View Water Agency
12. Brentwood, City of
13. Broad Beach Geologic Hazard Abatement District
14. Burbank, City of
81. Orange County Local Agency Formation Commission (LAFCo)
82. *Orangeline Development Authority (also known as Eco-Rapid Transit)
83. Oxnard, City of
84. Pacific Grove, City of
85. Pajaro Valley Water Management Agency
86. Palm Springs, City of
87. Palo Alto, City of
88. Paramount, City of
89. Pasadena, City of
90. Paso Robles, City of
91. Pico Rivera, City of
92. *Pomona Oversight Board
93. Poway, City of
94. Arroyo Grande, City of
95. Redding, City of

15. *Camarillo Health Care District
16. Calabasas, City of
17. Calaveras County Local Agency Formation Commission (LAFCo)
18. Calexico, City of
19. Calleguas Municipal Water District
20. Central Coast Water Authority
21. Cerritos, City of
22. ChangeLab Solutions (formerly Public Health Institute)
23. Chico, City of
24. Chula Vista, City of
25. Citrus Heights Water District
26. Clean Power Alliance
27. Cupertino, City of
28. East Palo Alto, City of
29. El Cajon, City of
30. Escondido, City of
31. *Etna, City of
32. First Five Yuba
33. Fresno, City of
34. *Garden Valley Fire Protection District
35. Glendale, City of
36. Glendora, City of
37. Gold Coast Health Plan
38. Goleta, City of
39. *Goleta Water District
40. *Goleta West Sanitary District
41. *Grass Valley, City of
42. *Higgins Fire District
43. Humboldt, City of
44. Huntington Beach, City of
45. Huntington Park Oversight Board
46. Imperial Irrigation District
47. Incorporate Olympic Valley
48. *Lakeport, City of
49. Lakewood, City of
50. Lathrop, City of
51. Livermore, City of
52. Lodi, City of
96. Redlands, City of
97. Rialto, City of
98. *Rialto Oversight Board
99. Richmond, City of
100. Riverside, City of
101. Riverside County
102. *Rough & Ready Fire District
103. San Benito, County of
104. San Bernardino Local Agency Formation Commission (LAFCo)
105. *San Bernardino Oversight Board
106. San Diego, City of
107. *San Diego County Local Agency Formation Commission (LAFCo)
108. San Diego County Water Authority
109. San Diego Unified Port District
110. *San Gabriel Oversight Board
111. San Juan Capistrano, City of
112. San Jose Water Company
113. San Luis Obispo, City of
114. San Luis Obispo County Local Agency Formation Commission (LAFCo)
115. San Marcos, City of
116. Santa Ana, City of
117. Santa Barbara, City of
118. Santa Fe Springs, City of
119. Santa Maria, City of
120. Sausalito, City of
121. *SELACO Workforce Investment Board, Inc.
122. Shasta County Local Agency Formation Commission (LAFCo)
123. *Sierra Madre, City of
124. SMUD
125. Solano County Local Agency Formation Commission (LAFCo)
126. Solvang, City of
127. *Sonoma, City of
128. South Gate, City of
129. South Pasadena, City of

53. Long Beach, City of
54. Los Angeles, City of
55. Marin Municipal Water District
56. Marina, City of
57. Marin Clean Energy
58. Mariposa County
59. *Martinez, City of
60. Midpeninsula Regional Open Space District
61. MJM Management Group
62. Modesto Irrigation District
63. *Montague, City of
64. Montecito Water District
65. Montecito Sanitary District
66. Monterey, City of
67. Monterey County Local Agency Formation Commission (LAFCo)
68. Monterey Peninsula Water Management District
69. Mountain View, City of
70. *Napa, City of
71. *Napa County Local Agency Formation Commission (LAFCo)
72. Nevada County
73. Newhall County Water District
74. Newport Beach, City of
75. North San Juan Fire District
76. *Novato, City of
77. Ocean Avenue Association
78. *Ojai, City of
79. *Ophir Hill Fire Protection District
80. Orange County Mosquito and Vector Control District
130. *Tahoe Forest Hospital District
131. *Temple City Oversight Board
132. Torrance, City of
133. Tracy, City of
134. Truckee Fire Protection District
135. Tulare, City of
136. Turlock Irrigation District
137. Ukiah Sanitation District
138. Union Sanitation District
139. Vallejo Sanitation and Flood Control District
140. Vallejo, City of
141. Ventura County
142. Ventura, City of
143. Vernon, City of
144. Vista, City of
145. Watsonville, City of
146. *Weed, City of
147. *Yountville, Town of
148. *Yreka, City of
149. Yuba City, City of
150. *Yuba County Local Agency Formation Commission (LAFCo)

Further, as new matters arise for our existing clients or potential new clients, we complete a comprehensive conflict check for each proposed new client or matter to identify any possible conflicts of interest, then either refuse the representation or secure client consent to the representation, as appropriate for each matter. Occasionally, where two agencies are in a dispute with each other and the firm is asked to address the position of a public agency client, the Firm has been adverse to a public agency.

c. Please list all public agency clients for which your firm previously provided services over the last 5 years/

Please see previous list of clients, which includes clients we have previously provided services over the last five years. Within the past five years, after new city council members were elected and took their seats, the Cities of Calabasas, Chico and South Pasadena changed firms. Calabasas selected us as a top three firm and interviewed, but were ultimately not the prevailing firm to provide services. In South Pasadena, the firm was not selected to proceed through an RFP process by the newly constituted city council. Neither situation was a termination, dismissal, or firing for cause. In both instances the Firm continued doing work for the cities, and in Calabasas and Chico remains doing special projects work to this day.

d. For the firm and/or the proposed City Attorney, please specify current or known future professional commitments so that the City may evaluate your continuing availability for providing legal services to the City.

Ms. Highsmith serves as the City Attorney in Martinez, as Special Counsel for Citrus Heights Water District (where she occasionally attends a Board meeting in a remote capacity), and Special Counsel for various community care aggregate electric consortiums in California. Mr. Summers serves as City Attorney for the Cities of Barstow and Ojai, and as Planning Commission Counsel for the City of Tracy. The City Attorney's Office team's current public meeting schedule is:

City of Barstow	**Mr. Summers – Council Meetings** on First and Third Tuesdays
City of Martinez	**Ms. Highsmith - Council Meetings** on First and Third Wednesdays
City of Martinez	**Ms. Highsmith – Planning Commission Meeting** on Fourth Tuesday
City of Ojai	**Mr. Summers – Council Meetings** on Second and Fourth Tuesdays;
City of Tracy	**Mr. Summers – Planning Commission Meetings** on Second and Fourth Wednesdays

If the firm is selected as City Attorney, Ms. Highsmith would attend City Council meetings on the first and third Tuesday evenings. Mr. Summers or Ms. Anderson would attend Planning Commission meetings on fourth Thursday evenings.

Disclosure

The Firm has no known past or current business or personal relationships with any current City of American Canyon elected official, appointed official, City employee, or family members of any current City of American Canyon elected official, appointed official.

No person on the proposed City Attorney team has been the subject of an enforcement action by the Fair Political Practices Commission during their legal practice.

No person on the proposed City Attorney team has been the subject of prosecution by the California State Bar at any time during legal practice.

a. Please give your definition of "general" legal services. Would all general services be included in your monthly retainer? Can "general" services be broken out between General Fund, Development Funded, and Enterprise Funded Services?

Cities vary considerably in the way they use counsel and we pride ourselves on our ability to meet our clients' varied needs efficiently and at the lowest cost consistent with effective representation. In the end, we pledge that the financial arrangement between the City and the firm will be fair to both parties and we will never send a bill to the City without first reviewing it with that commitment in mind.

We are prepared to work with the City to structure an appropriate agreement for legal services that meets the City's needs. If the City is interested in a fixed fee (retainer) for general legal services agreement, then, as we have done in the past with other new general counsel clients, we have found it beneficial to work at an established hourly rate (proposed $275/hr) for six months prior to determining the appropriate monthly retainer amount.

"General" legal services (described below) are those provided within the retainer or at the regular hourly rate of up to $275 (depending on the attorney or paralegal providing the service). While general legal services will most likely fall within the City's General Fund, working with your Finance Department we can create separate billing codes within the "general" legal services categories to track whether such services are development funded (as are many planning regulatory services) or funded by a City Enterprise Fund.

General Legal Services. The general legal services to be provided by the Firm to the City shall include:

1. Provide routine legal assistance, advice and consultation to the City Council and to City staff relating to general public law issues.
2. Provide advice regarding the Brown Act, the Public Records Act, the Political Reform Act, parliamentary procedure, conflicts of interests and Government Code 1090, CEQA and NPDES, joint powers agreements, election law, prevailing wages and federal and state procurement requirements.
3. Prepare, review, approve, and prepare ordinances, resolutions, staff reports, acquisition agreements, public works contracts, general contracts

and professional services agreements, deeds, leases, promissory notes, legal notices, correspondence, and other related legal documents.

4. Review contracts, bid specifications, and purchasing documents for legal and policy compliance, appropriate risk transfer (i.e., indemnity and insurance), and risk analysis and avoidance as requested.

5. Attend all meetings of the City Council and Planning Commission, and such meetings of other Boards and Commissions of the City as may occasionally be specified by the City.

6. Provide training and advice regarding the Brown Act, parliamentary procedure and meeting management, the Public Records Act, AB 1234, conflicts of interest, AB 1825, AB 1661, ethics, election law, CEQA and NPDES, land use, and other routine topics for city staff, and appointed and elected officials.

   We will provide a 2-hour training session in AB 1234/ethics once per year via Zoom (can be done in person if coupled with regular meeting or other meeting) on a mutually agreeable date; additional training will be billed at the General Legal Services rate.

7. Provide attorneys on-site for regular office hours on Council meeting days as requested by the City Manager or the City Council. Additional office hours will be provided as requested by the City Manager or the City Council and compensated under paragraph b. below.

8. Promptly returning phone calls, texts, emails from the City Council and City staff, and communicate with the press when authorized to do so.

9. Perform such other or additional general legal services (not identified in Special Services or other types of services listed in b. below) as may be requested by the City, acting by and through the City Council or the City Manager.

10. Regulatory planning, land use, and code enforcement advice to staff.

11. Monitor pending state and federal legislation and regulations, and new case law, as appropriate.

The general legal services specified above will be billed at the regular hourly rates of the attorneys and other professionals providing such services up to a maximum of $275 per hour, subject to an agreed-upon monthly retainer.

b. Please give your definition of "special" legal services? How are they differentiated from general legal services? Would any special services be included in your retainer? If so, please identify them. Identify the specific process of how any special legal services would be assigned.

The following "special" legal services (excluding those described in a. above) are not included in the retainer:

1. Advice regarding revenue measures, local taxes, fees, assessments, and other advice regarding municipal finance law, including Propositions 218 and 26.

2. Environmental Legal Services other than routine review of negative declarations, environmental impact reports and project-level environmental documentation.

3. Labor and employment matters, including employee discipline, personnel rules, MOU drafting/interpretation, employment contracts and settlement agreements, PERS issues, employee grievances.

4. Advice on and drafting of agreements for real estate and economic development services, including exclusive negotiating agreements, disposition and development agreements, development agreements, and related real estate and eminent domain services other than routine review of escrow documents, title reports and standard sale or purchase contracts.

5. Insurance Coverage Services, such as advice and representation regarding disputes with the applicable risk pool or another insurance provider other than routine advice to tender claims to insurers.

6. Water Law Services.

7. Airport Law.

8. Railroad and CPUC.

9. Cannabis regulation and enforcement.

10. Litigation.

11. Such other specialized services as may be required by the City.

The specialized legal services specified in this paragraph shall be billed at the regular hourly rates of the attorneys providing such services when those services are provided up to a maximum of $385 per hour.

As is typical for contract City Attorneys, bond counsel services are excluded from our representation of the City. We are experienced in drafting components of Official Statements and in interpreting bond covenants and purposes as may be needed.

c. How would your firm work with the City to remain within its adopted budget for its legal services?

The Firm is very sensitive to the need to control costs, recognizing that public money and public trust are at stake. We develop cost management strategies in cooperation with our public clients to ensure the most effective and efficient use of our services.

In our periodic reports on work we handle for the City, we identify opportunities and strategies to contain costs, such as by providing, then updating as needed, templates for staff to use in completing routine contracts, rather than drafting a bespoke contract each time. These reports will help the City in determining how best to dispose of work and avoid the common situation where matters are allowed to flow along, generating bills for the City, well past the point where a considered judgment should be made regarding the settlement or disposition.

Managing the cost of legal services requires a team effort and we will make every effort to provide the City with the information you need to help us control the cost of legal services, whether we provide them or they are provided by other counsel.

The Firm also frequently shares costs among our many municipal clients throughout California. For example, we provide annual and periodic legislative updates, as well as important and relevant case law updates and direction to our public agency clients, where each agency pays a proportionate fraction of the total cost of research and preparation of the memoranda.

Further, we keep legal bills to a minimum using research and documents previously drafted, and only billing for the time spent in updating and tailoring a matter to the particular client's needs.

We will work closely with you to identify areas which can be handled without significant use of our time — as by training staff to handle public records requests and to pursue collections in small claims court; or by providing forms for the City's use to reduce our time reviewing routine contracts, closed session agendas, and the like. Obviously, determining how much to spend on legal services, what to have done by non-lawyers, and what to leave undone requires greater knowledge of the nature and needs of your organization than we now have and can only be determined in collaboration with the City Council's leadership.

We also propose that work for which the City will seek reimbursement from third parties, such as developers or other counterparties by contract, be billed at a capped rate of $495 per hour. By billing reimbursable services at this higher rate, we can keep our other rates lower for costs borne by the City. Reimbursable projects shall be provided at a capped hourly rate of $495 per hour. These proposed rates are summarized below.

Service	Description	Capped Rates
Basic Services	General Legal Services	$275 per hour
Extraordinary Services	Specialized Legal Services	$385 per hour
	Labor & Employment	$385 per hour
	Litigation	$385 per hour
	Appellate Litigation	$425 per hour
Other Services	Reimbursable	$495 per hour
	Paralegals	$200 per hour
	Public Records Act Requests	$250 per hour attorneys $200 per hour for paralegals
	Other Costs	Photocopies: $0.20/page over 25 pages $1 facsimile transactions Mileage: $0.65 cents/mile
	Travel	½ general services rate from Walnut Creek, Contra Costa County/At cost all other travel

d. Describe your firm's preference for method of payment, payment terms, and your procedure for billing of retention, hours, and expenses and any other accounting requirements. Please provide hourly rates for all types of services.

We prefer electronic payment, but also accept payment by check.

We provide monthly invoices billed in one-tenth increments with descriptions of each activity engaged in by each attorney. Invoices are issued on each account or billing category identified by the City for ease of accounting. We will work with the Finance Department to establish such billing categories as makes sense with the budget and the city's accounting procedures.

e. Define the type and unit rates for reimbursement of expenses; for example, rate for mileage, reproduction of documents, or word processing charges, etc.

We will charge the City for half travel time to all regular meetings, and portal to portal for all other meetings and appearances. We charge 20 cents per page for in-house photocopies and one dollar per outgoing page for facsimile transmissions. As to other costs, we simply pass on to you, without mark-up, the costs of any expenses incurred, such as outside copying, Federal Express charges, etc. We do not charge for word processing or secretarial overtime. Moreover, the firm does not charge additional fees for basic computer-assisted research or investigation. In the event a separate fee is charged to the firm for unusual research, we would pass that expense on to the City without mark-up. We will also agree not to charge the City for office support services and similar operational costs.

f. Do you expect to have cost-of-living adjustment incorporated into the agreement with the city? if so, please explain how you propose it be computed and implemented.

To avoid the challenges inherent in irregular contract changes and create predictability for the City's annual budget process, we propose an automatic inflator – adjusting the above hourly rates each July 1, starting in 2026, by the lesser of 5% or the annual increase in the CPI for the San Francisco Bay Area.

SAMPLE CONTRACT

We are attaching a sample of a form of legal services agreement that we have recently used with other city clients. This form of agreement is specific to the specialized consultant services provided by attorneys.

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement") is made and entered into by and between the law firm of Colantuono, Highsmith & Whatley, PC, ("Firm'') and the City of American Canyon ("City").

RECITALS

A. The City desires to retain the Firm to provide legal services as City Attorney.

B. The attorneys of the Firm are duly licensed under the laws of the State of California and are fully qualified to discharge the duties of the office of City Attorney and to provide the services contemplated by this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services.

A. The Firm shall discharge the duties of City Attorney of the City of American Canyon and shall use its best efforts to provide legal services in a competent and professional manner. The Firm shall provide all legal services to the City of the kind and nature typically provided by an in-house City Attorney's office and as provided in the American Canyon Municipal Code unless specifically stated otherwise in this Agreement or otherwise directed in writing by the City. Except where conflict of interest rules require otherwise, the Firm shall supervise the activities of all other counsel retained by or for the City and shall review the work of such counsel on behalf of the City when requested by the City.

B. The legal services to be provided by the Firm shall consist of those set forth in Exhibit "A" attached hereto and shall be billed at the rates and for the costs set forth therein.

2. Designation of City Attorney.

Teresa L. Highsmith is designated as City Attorney for the City. The parties understand and agree that the Firm may, from time to time, utilize other attorneys within the Firm to assist Ms. Highsmith in the performance of this Agreement. Upon request by the City Manager or City Council, Ms. Highsmith will attend regularly scheduled Council meetings or other special meetings. If Ms. Highsmith is unable to attend meetings, another attorney will attend in her place. City Attorney will supervise all services rendered under this Agreement. Matthew T. Summers is designated as

primary Assistant City Attorney, Mackenzie Anderson is secondary Assistant City Attorney, and all other attorneys at the firm may be called to assist with representation of the City as additional Assistant City Attorneys. The parties will cooperate to avoid unnecessary travel to the City for meetings, especially when substantially similar service can be provided remotely via teleconference or video conference.

3. Billing Procedures and Monthly Statements.

A. The Firm shall submit to the City, within thirty (30) days after the end of each calendar month, an itemized statement of the professional services provided and the time expended to provide those services in the form customarily submitted by the Firm to clients which are billed on an hourly basis. The parties acknowledge that payment of all monthly statements is expected to be made within thirty (30) days of the billing date. The City will not be liable for interest or finance charges, though persistent late payment shall be a basis for the Firm to review its relationship with the City.

B. Time will be charged by the Firm in increments of 1/10 of an hour (i.e., six-minute units). The rate structure in general, or the rates of attorneys of particular levels of experience. The current hourly rates of the Firm's professionals are shown in Exhibit B attached hereto. Commencing on July1 , 2026, and on July 1 of every year thereafter, the Firm may increase the rates specified in Exhibit B by the previous 12 months' change in the Consumer Price Index, San Francisco Metropolitan Area, All Consumers (utilizing the most recent CPI data available), not to exceed 5%, round to the nearest $5.00, to reflect increases in overhead and other costs.

C. The Firm will limit the attendance of more than one attorney at any meeting, proceeding or deposition to circumstances where such attendance is necessary for the benefit of the client.

D. On occasion, Firm may receive small sums of money belonging to City, such as a credit for an overpayment by a vendor, a refund from a court, or the like. The California State Bar requires us to alert you to sums we receive on your behalf within 14 days of receipt and to forward those funds to City within 45 days of receipt unless we have your direction otherwise. Processing payments for small amounts may be burdensome to your accounting staff and to ours. Therefore, by signing this Agreement for legal services, City agrees that, should Firm receive any amount to City's credit of $500 or less and Firm does not have other instructions from you with respect to that money, Firm may place these funds in Firm's client trust account and apply them to future invoices to City for Firm's services. City can alter this agreement at any time as to some or all funds we hold by letting Firm know, in writing, how Firm should handle City's money. Firm will inform City of Firm's receipt of funds promptly upon each

receipt and will remind City of City's right to alter these standing instructions as to any payment.

4. Resolution of Fee Disputes.

The City is entitled to require that any fee dispute be resolved by binding arbitration in Sacramento County pursuant to the arbitration rules of the Sacramento County Bar Association for legal fee disputes. In the event that City chooses not to utilize the Sacramento County Bar Association's arbitration procedures, City agrees that all disputes regarding the professional services rendered or fees charged by the Firm shall be submitted to binding arbitration in Sacramento County to be conducted by JAMS in accordance with its commercial arbitration rules.

5. Term of the Agreement.

This Agreement shall be effective as of _____, 2025 ("Effective Date") and shall be and remain in full force and effect until terminated in accordance with the provisions of Section 6 hereof.

6. Termination of the Agreement.

City has the right to terminate the Firm's representation at any time, without cause, subject to an obligation to give notice in writing to the Firm at least thirty (30) days prior to termination. Termination is effective thirty (30) days from the date of the written notice unless otherwise specified therein. The Firm has the same right, subject to the Firm's ethical obligations to allow the City sufficient notice prior to termination so that City will be able to arrange alternative representation. In either circumstance, City agrees to secure new counsel as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record in any action in which the Firm may represent the City. The Firm agrees to cooperate fully in any such transition, including the transfer of files. Notwithstanding the termination of the Firm's representation, City will remain obligated to pay to the Firm all fees and costs incurred prior thereto.

7. Files and Records.

A. All legal files of the Firm pertaining to the City shall be and remain the property of City. The Firm will control the physical location of such files during the term of this Agreement. The Firm may, in its discretion, maintain all or part of the City's client file in electronic format. The Firm may store part or all of the City's electronic documents using secure cloud storage services. If so, the Firm will use all reasonable methods to maintain the confidentiality of City files, just as it does for the City's non-

digital files. The City's data will be password protected and encrypted using currently available technology.

B. The Firm shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. If the City asks the Firm to deliver its file to the City, delivery of an electronic version, together with any materials that cannot be saved electronically, satisfies the Firm's obligation to release all client papers and property to the City. Three years after termination of the attorney-client relationship, and after reasonable notice, the Firm will be free to destroy the City's client file, including all electronic records. The Firm may also discharge its obligation to maintain the City's file prior to the expiration of three years by mailing a copy to the City. "Reasonable notice" means the Firm's mailing of a notice of our intent to destroy your client file to the City.

C. City shall have the right to access and examine records of the Firm pertaining to the City, without charge, during normal business hours upon written request, provided, however, that Firm may protect the confidences of its other clients in providing this information to the City and otherwise comply with applicable law. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all data, documents, proceedings, and activities upon written request, provided, however, that Firm may protect the confidences of its other clients in providing this information to the City and otherwise comply with applicable law. The Firm does not permit direct access to its files by clients, but will provide the City access to the Firm's records pertaining to the City as provided herein and upon written request. This same procedure will apply to information stored in the cloud.

8. Modifications to the Agreement.

This Agreement may be amended from time to time by agreement of the parties. Unless otherwise provided in this Agreement, modifications relating to the nature, extent, or duration of the Firm's professional services to be rendered hereunder shall require the prior written approval of the City Council. Any such written approval shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services and the agreed-upon billing rates to be charged by the Firm and paid by the City.

9. Independent Contractor.

No employment relationship is created by this Agreement. The Firm and its members shall, for all purposes, be an independent contractor to the City. Neither the City, nor any of its employees, shall have any control over the manner, mode or means

by which Firm, its agents or employees, render the legal services required under this Agreement. The city shall have no voice in the selection, discharge, supervision or control of Firm's employees, representatives or agents, or in fixing their number, compensation of hours of service.

10. Nondiscrimination.

In the performance of this Agreement, the Firm shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, medical condition, or any other unlawful basis.

11. Assignment and Delegation.

This Agreement contemplates the personal professional services of the Firm. Neither this Agreement nor any portion thereof shall be assigned or delegated to another firm without the prior written consent of the City. Delegation to attorneys outside the Firm shall be limited to those situations in which the Firm is disqualified by virtue of a conflict of interest, or where the Firm does not possess the expertise to competently perform services in a particular practice area. Delegation shall not be made without the prior written approval of the City Manager. The Firm shall supervise delegated work, except where precluded from doing so by virtue of a conflict of interest, and where otherwise agreed to by the parties hereto.

12. No Warranties

The Firm has made no guarantees to the City concerning the outcome of any matter undertaken under the terms of this Agreement, and nothing in this Agreement will be construed as such a guarantee. The City acknowledges that Firm has not made any such representations, promises, warranties or guarantees to it, express or implied.

13. Insurance.

A. The Firm currently maintains in full force and effect a professional liability insurance policy which provides coverage in an amount not less than $2,000,000 per occurrence and $4,000,000 aggregate. Said insurance policy provides coverage to the City for any damages or losses suffered by the City as a result of any error or omission or neglect by the Firm which arises out of the professional services required by this Agreement.

B. The Firm currently maintains workers' compensation insurance in accordance with Section 3700 of the California Labor Code.

C. The Firm agrees to notify City in the event the limits of its insurance should fall below the coverages stated in paragraph A or if the insurance policies noted here are allowed to lapse and substitute insurance is not obtained.

14. Indemnification.

The Firm shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, or negligent acts, errors or omissions of the Firm in the performance of this Agreement.

15. Conflicts of Interest.

The Firm and its members shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 et seq.).

16. Permits and Approvals.

The Firm and its members shall obtain, at the Firm's sole cost and expense, all permits, and licenses necessary in the performance of this Agreement.

17. Use of Artificial Intelligence

Firm may use artificial intelligence tools in our representation of City . If we do so, we will ensure that City's confidential information is maintained in confidence and that any writing or analysis produced by generative artificial intelligence is edited or confirmed by an attorney before use. If City has any questions or concerns about Firm's use of artificial intelligence tools, please let us know.

18. Severability.

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Entire Agreement.

This Agreement, together with Exhibits "A"and "B" hereto, shall constitute the full and complete agreement and understanding of the parties and shall be deemed to supersede all other written or oral statements of any party hereto relating to the subject matter hereof.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"	**"Firm"**
City of American Canyon, California	**Colantuono, Highsmith & Whatley, PC**
By:_____	By: _____
Title:_____	Title:_____
Date: _____	Date: _____

EXHIBIT A

Scope of Services and Applicable Billing Rates

A. General Legal Services. The general legal services to be provided by the Firm to the City shall include:

1. Provide routine legal assistance, advice and consultation to the City Council and to City staff relating to general public law issues.

2. Provide advice regarding the Brown Act, the Public Records Act, the Political Reform Act, parliamentary procedure, conflicts of interests and Government Code 1090, CEQA and NPDES, joint powers agreements, election law, prevailing wages and federal and state procurement requirements.

3. Prepare, review, approve, and prepare ordinances, resolutions, staff reports, acquisition agreements, public works contracts, general contracts and professional services agreements, deeds, leases, promissory notes, legal notices, correspondence, and other related legal documents.

4. Review contracts, bid specifications, and purchasing documents for legal and policy compliance, appropriate risk transfer (i.e., indemnity and insurance), and risk analysis and avoidance as requested.

5. Attend all meetings of the City Council and Planning Commission, and such meetings of other Boards and Commissions of the City as may occasionally be specified by the City.

6. Provide training and advice regarding the Brown Act, parliamentary procedure and meeting management, the Public Records Act, AB 1234, conflicts of interest, AB 1825, AB 1661, ethics, election law, CEQA and NPDES, land use, and other routine topics for city staff, and appointed and elected officials.

   We will provide a 2-hour training session in AB 1234/ethics once per year via Zoom (can be done in person if coupled with regular meeting or other meeting) on a mutually agreeable date; additional training will be billed at the General Legal Services rate.

7. Provide attorneys on-site for regular office hours on Council meeting days as requested by the City Manager or the City Council. Additional office hours will be provided as requested by the City Manager or the City Council and compensated under paragraph b. below.

8. Promptly returning phone calls, texts, emails from the City Council and City staff, and communicate with the press when authorized to do so.

9. Perform such other or additional general legal services (not identified in Special Services or other types of services listed in b. below) as may be requested by the City, acting by and through the City Council or the City Manager.

10. Regulatory planning, land use, and code enforcement advice to staff.

11. Monitor pending state and federal legislation and regulations, and new case law, as appropriate.

The general legal services specified above will be billed at the regular hourly rates of the attorneys and other professionals providing such services up to a maximum of $275 per hour, subject to an agreed-upon monthly retainer.

B. Special Legal Services. The following "special" legal services (excluding those described in a. above) are not included in "general services" or a retainer:

1. Advice regarding revenue measures, local taxes, fees, assessments, and other advice regarding municipal finance law, including Propositions 218 and 26.

2. Environmental Legal Services other than routine review of negative declarations, environmental impact reports and project-level environmental documentation.

3. Labor and employment matters, including employee discipline, personnel rules, MOU drafting/interpretation, employment contracts and settlement agreements, PERS issues.

4. Advice on and drafting of agreements for real estate and economic development services, including exclusive negotiating agreements, disposition and development agreements, development agreements, and related real estate and eminent domain services other than routine review of escrow documents, title reports and standard sale or purchase contracts.

5. Insurance Coverage Services, such as advice and representation regarding disputes with the applicable risk pool or another insurance provider other than routine advice to tender claims to insurers.

6. Water Law Services.

7. Airport Law.

8. Railroad and CPUC.

9. Cannabis regulation and enforcement.

10. Litigation.

11. Such other specialized services as may be required by the City.

The specialized legal services specified in this paragraph shall be billed at the regular hourly rates of the attorneys providing such services when those services are provided up to a maximum of $385 per hour.

"Litigation" is defined as preparation of any Basic or Special Services matter for trial, mediation, arbitration or other adversarial forum, from time of decision to proceed to such forum or from time of receipt of notice of notice of claim, filing, complaint or suit, through resolution of such action. Litigation may be criminal, administrative or civil matters.

"Appeal" is defined as a the review of any Litigation matter by a reviewing tribunal or body. Does not include appeal of commission decisions to City Council.

"Reimbursable" fees is for work where the City has a reimbursement agreement with a private party (e.g., developer) or other agency for the reimbursement of fees and costs associated with a project being processed for the City. The Firm remains the attorney for the City but the fees are paid for by the third party. This typically is work performed on land development projects.

EXHIBIT B

Hourly Billing Rates as of January 1, 2025:

We also propose that work for which the City will seek reimbursement from third parties, such as developers or other counterparties by contract, be billed at a capped rate of $495 per hour. By billing reimbursable services at this higher rate, we can keep our other rates lower for costs borne by the City. Reimbursable projects shall be provided at a capped hourly rate of $495 per hour. These proposed rates are summarized below.

Service	Description	Capped Rates
Basic Services	General Legal Services	$275 per hour
Extraordinary Services	Specialized Legal Services	$385 per hour
	Labor & Employment	$385 per hour
	Litigation	$385 per hour
	Appellate Litigation	$425 per hour
Other Services	Reimbursable	$495 per hour
	Paralegals	$200 per hour
	Public Records Act Requests	$250 per hour attorneys $200 per hour for paralegals
	Other Costs	Photocopies: $0.20/page over 25 pages $1 facsimile transactions Mileage: $0.65 cents/mile
	Travel	½ general services rate from Walnut Creek, Contra Costa County/At cost all other travel

Travel time for performance of services shall be charged one-half the Basic Services hourly rate portal to portal from attorney's office of residence. Travel costs shall be billed at-cost (e.g., air fare, hotel, and transportation). Mileage for use of attorney's own vehicle shall be at the IRS rate. Billable travel time for litigation and reimbursable matters would be at the Basic Service hourly rate portal to portal from attorney's office of residence.

The Firm will not charge for word-processing services or secretarial overtime. The Firm will make best efforts to avoid the use of outgoing faxes, and the costs associated with them, by use of e-mail, U.S. Mail and other means. Outgoing faxes will be charged at $1 per page. The Firm will not charge the City for routine computerized legal research such as Lexis-Nexis or Westlaw research, but will pass through to the City at cost, without markup, its cost for use of specialized databases outside the Firm's contract with Westlaw or a similar provider. All other expenses will be billed at cost, without markup. Costs will be separately designated on the Firm's monthly statements as "disbursements," and will be billed in addition to fees for professional services.

ATTACHMENT A:
CHW NEWSLETTER

Newsletter | Winter 2025

COLANTUONO HIGHSMITH WHATLEY, PC

Update on Public Law

Two Percent Cap on Local Sales Tax Fosters Litigation

By Michael G. Colantuono, Esq.

The Revenue & Taxation Code allows cities and counties to propose, and local voters to adopt, supplemental sales taxes ("transactions and use taxes") to be collected by the California Department of Tax and Fee Administration along with the Bradley-Burns 1 percent local sales tax, the state sales tax, transportation, and other sales and use taxes. But it imposes a 2 percent cap on all city and county special taxes taken together. Given recent reliance on sales taxes to address funding gaps, many areas (particularly LA County and the Bay Area) are hitting the cap. The Legislature has responded with a small handful of bills granting exceptions to the cap for a larger handful of cities and counties.

Perhaps because the Revenue and Taxation Code gives enormous holdup leverage to plaintiffs by requiring CDTFA to escrow tax proceeds while litigation is pending, many challenges to local sales taxes have arisen in recent years, some testing the 2 percent cap and exceptions to it.

The County of Alameda, for example, litigated its March 2020 Measure C initiative special tax to fund childhood healthcare and education until January 2024 – a four-year delay. The January 2024 decision of the San Francisco Court of Appeal upheld the tax, concluding in a published portion of its decision that initiative special taxes require only simple majority voter approval — not the two-thirds required for special taxes government propose. It also ruled that naming the Oakland Children's Hospital as a potential advisor as to healthcare spending did not violate our Constitution's prohibition on initiatives which name persons or entities to government roles. In unpublished (and therefore nonprecedential) discussion, the Court also concluded Measure C complied with the 2 percent cap on local sales taxes, due to statutory exceptions. It also ruled the exceptions were not unconstitutional "special legislation" because the Legislature had a rational basis to grant an exemption to Alameda County (and a few other local governments).

Alameda County's November 2020 Measure W — a general sales tax proposed by the Board of Supervisors to fund homelessness and other general fund services for 10 years — was upheld by the San Francisco Court of Appeal on Jan. 31, 2025, nearly halfway through the life of the tax. The Court found the tax to be a general tax notwithstanding mention of homelessness services in the ballot question

(continued on page 3)

Sacramento Office on the Move!

As of February 1, CHW's Sacramento office moved into new space. The new address is:

555 University Avenue,
Suite 275
Sacramento, CA 95825

The phone is unchanged at (916) 400-0370.

Shareholder Gary Bell, City and Town Attorney of Auburn, Novato and Yountville leads the office. Others in this team are Lakeport City Attorney McKenzie Anderson, Colfax City Attorney Conor Harkins, and new associates John Hope and Mihir Karode.

If you find yourself in the neighborhood, stop by and say "hello"!

UPCCAA Filing Requirements

By Aleks R. Giragosian, Esq.

The California Uniform Public Construction Cost Accounting Act or UPCCAA allows public agencies to lift the relatively low bidding threshold for public works projects. Under the general rules, projects valued at over $5,000 for cities or $15,000 for sanitary districts, for example, must be competitively bid. These thresholds may be onerous, as public bidding requires substantial administrative effort.

UPCCAA allows higher bidding thresholds. As originally adopted, it allowed projects of:

- $15,000 or less to be performed by force account (i.e., an agency's own employees), negotiated contract, or purchase order;
- more than $15,000 to $50,000 to be let by informal bidding; and
- more $50,000 to be let by formal bidding.

Those thresholds have increased over time.

Effective Jan, 1, 2025, AB 2192 (Carrillo, D-Palmdale) established these thresholds:

- $75,000 or less to be performed by force account, negotiated contract, or purchase order;
- more than $75,000 to $220,000 to be let by informal bidding; and
- more than $220,000 to be let by formal bidding.

But a local public agency cannot simply rely on these new thresholds!

An agency must first confirm it opted into UPCCAA by ordinance and provided a copy of that ordinance to the State Controller. If you're not on the Controller's list, you're can't use UPCCAA. Check here: https://www.sco.ca.gov/Files-ARD-Local/participating_agencies_-_general.pdf

Second, an agency must confirm its ordinance provides for automatic adjustment of bidding thresholds as the statute changes. Often, agencies opting into UPCCAA adopt fixed thresholds. If an ordinance does not authorize automatic adjustment, an agency must amend its ordinance or purchasing policy either to adopt UPCCAA's new thresholds or to automatically adjust as that statute is amended.

UPCCAA provides great flexibility to local governments. If your agency has not invoked it, you may wish to. If you have, make sure your ordinance is current and you have filed it with the State Controller.

For more information, contact Aleks at AGiragosian@chwlaw.us or 213.542.5734

Cell Tower Tug of War Continues

By Matthew T. Summers, Esq. & John P. Hope, Esq.

The 9th Circuit recently partly upheld a 2020 FCC ruling regulating cities' and other governments' authority to control changes to cell towers and other wireless facilities. The ruling requires agencies to streamline decision-making and approvals for "non-substantial" changes to cell towers. "Substantial changes" can be subjected to an agency's standard, often stricter, cell tower permitting process.

The good news for local governments is that the 9th Circuit invalidated the FCC ruling's new definition of "substantial change" to a cell tower's stealth and concealment elements as an improper legislative rule — one not adopted consistently with the Administrative Procedures Act. The FCC may try to fix this by a new rulemaking. Agreeing that concealment and stealth elements are not necessarily the same, the Court ruled each deserves protection under current law. For example, siting a cell tower atop a building, out of sight from the ground, is a concealment element, while designing it to look like a tree is a stealth element. This conclusion reestablishes local authority to require wireless facilities to maintain both stealth and concealment elements. To protect these rights, agencies should clearly define such design elements in permits and as-built surveys and document them to inform later permit applications.

Less helpfully, the 9th Circuit upheld the FCC's new shot-clock rule. Under regulations dating to 2014, agencies have 60 days to approve or deny applications to change a wireless facility, with limited tolling if an application is incomplete. A completed application not timely approved or denied can be "deemed granted." In response, many agencies adopted streamlined processes to review modification applications. Under the new FCC rule, applicants now control when a shot clock starts. It now starts when an applicant takes the first procedural step required by the agency for a modification request and submits a written statement invoking the rule. This effectively shortens the clock, requiring cities and counties to review applications promptly and complete review within 60 days of submission, plus any tolling periods.

The 9th Circuit also upheld other aspects of the new regulations – including antenna-height rules and allowing up to four new equipment cabinets with each modification application. We expect further FCC rulemaking given continuing technological and governance change. Stay tuned!

For more information, contact Matt at MSummers@chwlaw.us or 213.542.5719 or John at JHope@chwlaw.us or 916.898.4727

2025 Levine Act Updates

By Taylor M. Anderson, Esq.

The Levine Act aims to prevent "pay-to-play" practices by restricting campaign contributions to elected and appointed officials of an agency by those with business before the agency. It prohibits officials from acting on matters if they have received certain campaign contributions from those interested in a contract, permit, or other entitlement.

Previously, the Levine Act applied only to **appointed** officials, but it was expanded in 2023 to include **elected** officials. The change was challenging to implement, raising concerns it would chill civic participation. The Legislature adopted AB 1181 (Zbur, D-West Hollywood) and SB 1243 (Dodd, D-Napa), effective Jan. 1, 2025 to address these concerns.

Major changes include:

- **Increased Threshold for Recusal.** To trigger a duty to recuse, donations must now reach $500 in the 12 months before a decision, up from $250.
- **Exempt Contracts.** The "licenses, permits, or other entitlement for use" that may trigger a duty to recuse now **ex**clude:
    - Competitively bid contracts.
    - Labor contracts.
    - Personal employment contracts.
    - Contracts valued at less than $50,000.
    - Contracts by which no one receives compensation.
    - Contracts between or among public agencies.
    - Periodic review or renewal of competitively bid or development agreements without material modifications.
    - Modifications or amendments to exempt contracts (other than competitively bid contracts).
- **Cure Period.** The period in which an official can avoid the duty to recuse by returning a contribution is now 30 days (up from 14) after receiving it. This period starts from the later of when the officer makes a decision or learns about the contribution and a matter requiring decision.
- **Definition of "Pending."** A matter is "pending" before an agency so as to trigger the contribution limit when a related item is placed on an agency's agenda; or when the officer knows the matter is within the agency's jurisdiction and it is foreseeable that the officer will be involved.
- **Participants Don't Pay Dues.** The definition of "participant" now excludes individuals whose only financial interest results from a potential change in membership dues (like a Rotary Club).
- **City Attorneys and County Counsels No Longer "Officers."** If their role is only providing legal advice and they have no decision-making authority in a proceeding, the Levine Act no longer applies to local government counsel.

The FPPC considered revised regulations to implement these changes on Jan. 16th. Revised regulations could be adopted as soon as Mar. 20th.

For more information, contact Taylor at TAnderson@chwlaw.us or 626.219.2768

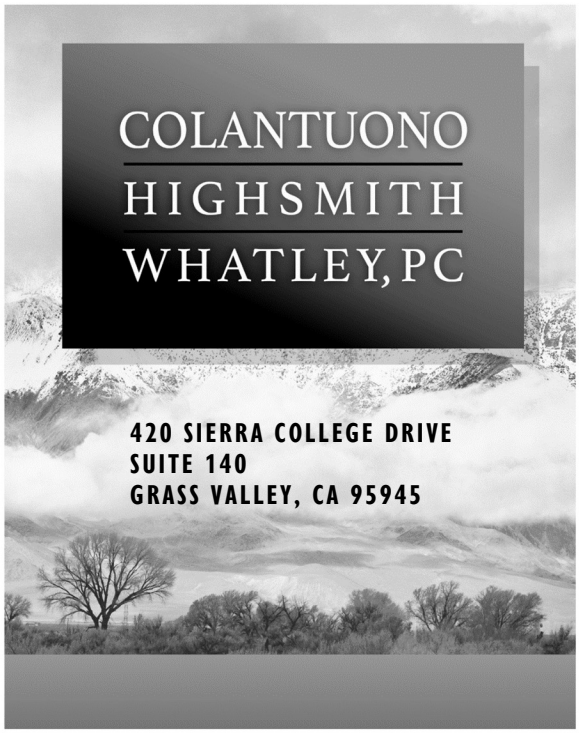
Two Percent Cap on Local Sales Tax Fosters Litigation

(continued from page 1)

and campaign messages about such services because the measure said tax proceeds could be used for any lawful County purpose — as the "no" argument emphasized. The Court also ruled statutory exemptions from the cap citing "unique fiscal pressures" on the benefited local governments did not violate the special legislation rule. But unlike the Measure C case, this ruling is precedential. It will help us defend the City of Campbell in a similar case recently filed by the counsel who sued Alameda on Measures C and W.

The Legislature might wish to revisit the statute requiring CDTFA to escrow sales tax proceeds pending litigation. It creates holdup leverage and invites weak arguments like those rejected in the two Alameda County cases. In the meantime, local governments should take care when crafting sales taxes (using CDTFA's mandatory form of ordinance) to avoid inviting procedural arguments like these. Cross your T's and dot your I's!

For more information, contact Michael at MColantuono@chwlaw.us or 530.432.7357



PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE
PAID
LOS ANGELES, CA
PERMIT #200

Are you on our list? To subscribe to our newsletter or to update your information, complete the form below and fax it to 530.432.7356. You can also call Marta Farmer at 530.432.7357 or subscribe via our website at https://chwlaw.us/newsletter-subscribe/.

Name _____ Title _____

Affiliation _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

☐ Mail ☐ Email ☐ Both

Our newsletter is available as a printed document sent by US Mail and as a PDF file sent by email. Please let us know how you would like to receive your copy.

The contents of this newsletter do not constitute legal advice. You should seek the opinion of qualified counsel regarding your specific situation before acting on the information provided here.
Copyright © 2025 Colantuono, Highsmith & Whatley, PC. All rights reserved.

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement") is made and entered into by and between the law firm of Colantuono, Highsmith & Whatley, PC, ("Firm'') and the City of American Canyon, a California Municipal corporation. ("City").

RECITALS

A. The City desires to retain the Firm to provide legal services as City Attorney.

B. The attorneys of the Firm are duly licensed under the laws of the State of California and are fully qualified to discharge the duties of the office of City Attorney and to provide the services contemplated by this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services.

A. The Firm shall discharge the duties of City Attorney of the City of American Canyon and shall use its best efforts to provide legal services in a competent and professional manner. The Firm shall provide all legal services to the City of the kind and nature typically provided by an in-house City Attorney's office and as provided in the American Canyon Municipal Code unless specifically stated otherwise in this Agreement or otherwise directed in writing by the City. Unless otherwise prohibited by conflict-of-interest rules and/or otherwise directed by the City Council as it pertains to the City's Existing Litigation set forth in Exhibit "B", the Firm shall supervise the activities of all other counsel retained by or for the City and shall review the work of such counsel on behalf of the City when requested by the City.

B. The legal services to be provided by the Firm shall consist of those set forth in Exhibit "A" attached hereto and shall be billed at the rates and for the costs set forth in Exhibit "B" attached hereto.

2. Designation of City Attorney, Assistant City Attorney, and Use of Other Attorneys.

A. Teresa L. Highsmith is designated as City Attorney for the City. The parties understand and agree that the Firm may, from time to time, utilize other attorneys within the Firm to assist Ms. Highsmith in the performance of this Agreement. Upon request by the City Manager or City Council, Ms. Highsmith will attend regularly scheduled Council

meetings or other special meetings. If Ms. Highsmith is unable to attend meetings, another attorney will attend in her place. City Attorney will supervise all services rendered under this Agreement.

B. Matthew T. Summers is designated as primary Assistant City Attorney, Mackenzie Anderson is secondary Assistant City Attorney, and all other attorneys at the firm may be called to assist with representation of the City as additional Assistant City Attorneys.

C. The Firm will limit the attendance of more than one attorney at any meeting, proceeding or deposition to circumstances where such attendance is necessary for the benefit of the client.

D. The parties will cooperate to avoid unnecessary travel to the City for meetings, especially when substantially similar service can be provided remotely via teleconference or video conference.

3. Billing Procedures, Payment and Credits.

A. The Firm shall submit to the City, within thirty (30) days after the end of each calendar month, a confidential statement itemizing the professional services provided and the time expended to provide those services in the form customarily submitted by the Firm to other clients which are billed on an hourly basis for review and approval by the Mayor and City Manager (and/or their designee). In addition, the Firm shall submit a separate, non-confidential summary statement suitable for transmittal to the City's accounts payable for processing.

B. Time will be charged by the Firm in increments of 1/10 of an hour (i.e., six-minute units). The rate structure in general, or the rates of attorneys of particular levels of experience. The current hourly rates of the Firm's professionals are shown in Exhibit B attached hereto.

C. The parties acknowledge that payment of all monthly statements is expected to be made within thirty (30) days of the billing date. The City will not be liable for interest or finance charges, though persistent late payment shall be a basis for the Firm to review its relationship with the City.

D. On occasion, Firm may receive small sums of money belonging to City, such as a credit for an overpayment by a vendor, a refund from a court, or the like. The California State Bar requires us to alert you to the sums we receive on your behalf within

14 days of receipt and to forward those funds to City within 45 days of receipt unless we have your direction otherwise. Processing payments for small amounts may be burdensome to your accounting staff and to ours. Therefore, by signing this Agreement for legal services, City agrees that, should Firm receive any amount to City's credit of $500 or less and Firm does not have other instructions from you with respect to that money, Firm may place these funds in Firm's client trust account and apply them to future invoices to City for Firm's services. City can alter this agreement at any time as to some or all funds we hold by letting Firm know, in writing, how Firm should handle City's money. Firm will inform City of Firm's receipt of funds promptly upon each receipt and will remind City of City's right to alter these standing instructions as to any payment.

4. Resolution of Fee Disputes.

The City is entitled to require that any fee dispute be resolved by binding arbitration in Sacramento County pursuant to the arbitration rules of the Sacramento County Bar Association for legal fee disputes. In the event City chooses not to utilize the Sacramento County Bar Association's arbitration procedures, City agrees that all disputes regarding the professional services rendered or fees charged by the Firm shall be submitted to binding arbitration in Sacramento County to be conducted by JAMS in accordance with its commercial arbitration rules.

5. Term of the Agreement.

This Agreement shall be effective as of July 16, 2025 ("Effective Date") and shall be and remain in full force and effect until terminated in accordance with the provisions of Section 6 hereof.

6. Termination of the Agreement.

City has the right to terminate the Firm's representation at any time, without cause, subject to an obligation to give notice in writing to the Firm at least thirty (30) days prior to termination. Termination is effective thirty (30) days from the date of the written notice unless otherwise specified therein. The Firm has the same right, subject to the Firm's ethical obligations to allow the City sufficient notice prior to termination so that City will be able to arrange alternative representation. In either circumstance, City agrees to secure new counsel as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record in any action in which the Firm may represent the City. The Firm agrees to cooperate fully in any such transition, including the transfer of files. Notwithstanding the termination of the Firm's representation, City will remain obligated to pay to the Firm all fees and costs incurred prior thereto.

7. Files and Records.

A. All legal files of the Firm pertaining to the City shall be and remain the property of City. The Firm will control the physical location of such files during the term of this Agreement. The Firm may, in its discretion, maintain all or part of the City's client file in electronic format. The Firm may store part or all of the City's electronic documents using secure cloud storage services. If so, the Firm will use all reasonable methods to maintain the confidentiality of City files, just as it does for the City's non-digital files. The City's data will be password protected and encrypted using currently available technology.

B. The Firm shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. If the City asks the Firm to deliver its file to the City, delivery of an electronic version, together with any materials that cannot be saved electronically, satisfies the Firm's obligation to release all client papers and property to the City. Three years after termination of the attorney-client relationship, and after reasonable notice, the Firm will be free to destroy the City's client file, including all electronic records. The Firm may also discharge its obligation to maintain the City's file prior to the expiration of three years by mailing a copy to the City. "Reasonable notice" means the Firm's mailing of a notice of our intent to destroy your client file to the City.

C. City shall have the right to access and examine records of the Firm pertaining to the City, without charge, during normal business hours upon written request, provided, however, that Firm may protect the confidences of its other clients in providing this information to the City and otherwise comply with applicable law. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all data, documents, proceedings, and activities upon written request, provided, however, that Firm may protect the confidences of its other clients in providing this information to the City and otherwise comply with applicable law. The Firm does not permit direct access to its files by clients, but will provide the City access to the Firm's records pertaining to the City as provided herein and upon written request. This same procedure will apply to information stored in the cloud.

8. Modifications to the Agreement.

This Agreement may be amended from time to time by agreement of the parties. Unless otherwise provided in this Agreement, modifications relating to the nature, extent, or duration of the Firm's professional services to be rendered hereunder shall

require the prior written approval of the City Council. Any such written approval shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services and the agreed-upon billing rates to be charged by the Firm and paid by the City.

9. Independent Contractor.

No employment relationship is created by this Agreement. The Firm and its members shall, for all purposes, be an independent contractor to the City. Neither the City, nor any of its employees, shall have any control over the manner, mode or means by which Firm, its agents or employees, render the legal services required under this Agreement. The city shall have no voice in the selection, discharge, supervision or control of Firm's employees, representatives or agents, or in fixing their number, compensation of hours of service.

10. Nondiscrimination.

In the performance of this Agreement, the Firm shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, medical condition, or any other unlawful basis.

11. Assignment and Delegation.

This Agreement contemplates the personal professional services of the Firm. Neither this Agreement nor any portion thereof shall be assigned or delegated to another firm without the prior written consent of the City. Delegation to attorneys outside the Firm shall be limited to those situations in which the Firm is disqualified by virtue of a conflict of interest, or where the Firm does not possess the expertise to competently perform services in a particular practice area. Delegation shall not be made without the prior written approval of the City Manager. The Firm shall supervise delegated work, except where precluded from doing so by virtue of a conflict of interest, and where otherwise agreed to by the parties hereto.

12. No Warranties

The Firm has made no guarantees to the City concerning the outcome of any matter undertaken under the terms of this Agreement, and nothing in this Agreement will be construed as such a guarantee. The City acknowledges that Firm has not made any such representations, promises, warranties or guarantees to it, express or implied.

13. Insurance.

A. The Firm currently maintains in full force and effect a professional liability insurance policy which provides coverage in an amount not less than $2,000,000 per occurrence and $4,000,000 aggregate. Said insurance policy provides coverage to the City for any damages or losses suffered by the City as a result of any error or omission or neglect by the Firm which arises out of the professional services required by this Agreement.

B. The Firm currently maintains workers' compensation insurance in accordance with Section 3700 of the California Labor Code.

C. The Firm agrees to notify City in the event the limits of its insurance should fall below the coverages stated in paragraph A or if the insurance policies noted here are allowed to lapse and substitute insurance is not obtained.

14. Indemnification.

The Firm shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, or negligent acts, errors or omissions of the Firm in the performance of this Agreement.

15. Conflicts of Interest.

A. The Firm and its members shall comply with all applicable federal, state and local laws and regulations, including the conflict-of-interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 et seq.).

B. The City acknowledges the Firm has other existing clients and the Firm's attorneys are bound by State Bar of California's Conflict of Interest Rules which may limit services that can be performed unless and until appropriate conflict waivers are obtained. At the onset of this agreement, known potential conflicts include: the City of Vallejo and the Napa County Local Agency Formation Commission (Napa LAFCO) When presented with situations of potential conflict between City and its other clients, including those listed above - the Firm shall engage Special Conflict Counsel at its sole expense and solicit conflict waivers from City and other clients whenever possible.

16. Permits and Approvals.

The Firm and its members shall obtain, at the Firm's sole cost and expense, all permits, and licenses necessary in the performance of this Agreement.

17. Use of Artificial Intelligence

Firm may use artificial intelligence tools in our representation of City. If we do so, we will ensure that City's confidential information is maintained in confidence and that any writing or analysis produced by generative artificial intelligence is edited or confirmed by an attorney before use. If City has any questions or concerns about Firm's use of artificial intelligence tools, please let us know.

18. Severability.

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Entire Agreement.

This Agreement, together with Exhibits "A" and "B" hereto, shall constitute the full and complete agreement and understanding of the parties and shall be deemed to supersede all other written or oral statements of any party hereto relating to the subject matter hereof.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"	**"Firm"**
City of American Canyon, California	**Colantuono, Highsmith & Whatley, PC**
By: _____	By: _____
Name: Pierre Washington	Name_____
Title:: Mayor	Title:_____
Date: _____	Date: _____

EXHIBIT A

Scope of Services and Applicable Billing Rates

A. General Legal Services. The general legal services to be provided by the Firm to the City shall include:

1. Provide routine legal assistance, advice and consultation to the City Council and to City staff relating to general public law issues.

2. Provide advice regarding the Brown Act, the Public Records Act, the Political Reform Act, parliamentary procedure, conflicts of interests and Government Code 1090, CEQA and NPDES, joint powers agreements, election law, prevailing wages and federal and state procurement requirements.

3. Prepare, review, approve, and prepare ordinances, resolutions, staff reports, acquisition agreements, public works contracts, general contracts and professional services agreements, deeds, leases, promissory notes, legal notices, correspondence, and other related legal documents.

4. Review contracts, bid specifications, and purchasing documents for legal and policy compliance, appropriate risk transfer (i.e., indemnity and insurance), and risk analysis and avoidance as requested.

5. Attend all meetings of the City Council and Planning Commission, and such meetings of other Boards and Commissions of the City as may occasionally be specified by the City.

6. Provide training and advice regarding the Brown Act, parliamentary procedure and meeting management, the Public Records Act, AB 1234, conflicts of interest, AB 1825, AB 1661, ethics, election law, CEQA and NPDES, land use, and other routine topics for city staff, and appointed and elected officials. The Firm will provide a 2-hour training session in AB 1234/ethics once per year via Zoom (can be done in person if coupled with regular meeting or other meeting) on a mutually agreeable date; additional training will be billed at the General Legal Services rate.

7. Provide attorneys on-site for regular office hours on Council meeting days as requested by the City Manager or the City Council. Additional office hours will be provided as requested by the City Manager or the City Council and compensated under paragraph b. below.

8. Promptly returning phone calls, texts, emails from the City Council and City staff, and communicate with the press when authorized to do so.

9. Perform such other or additional general legal services (not identified in Special Services or other types of services listed in b. below) as may be requested by the City, acting by and through the City Council or the City Manager.

10. Regulatory planning, land use, and code enforcement advice to staff.

11. Monitor pending state and federal legislation and regulations, and new case law, as appropriate.

The general legal services specified above will be billed at the regular hourly rates of the attorneys and other professionals providing such services as shown in Exhibit B subject to an agreed-upon monthly retainer.

B. Special Legal Services. The following "special" legal services (excluding those described in "A" above) are not included in "general services" or a retainer:

1. Advice regarding revenue measures, local taxes, fees, assessments, and other advice regarding municipal finance law, including Propositions 218 and 26.

2. Environmental Legal Services other than routine review of negative declarations, environmental impact reports and project-level environmental documentation.

3. Labor and employment matters, including employee discipline, personnel rules, MOU drafting/interpretation, employment contracts and settlement agreements, PERS issues.

4. Advice on and drafting of agreements for real estate and economic development services, including exclusive negotiating agreements, disposition and development agreements, development agreements, and related real estate and eminent domain services other than routine review of escrow documents, title reports and standard sale or purchase contracts.

5. Insurance Coverage Services, such as advice and representation regarding disputes with the applicable risk pool or another insurance provider other than routine advice to tender claims to insurers.

6. Water Law Services.

7. Airport Law.

8. Railroad and CPUC.

9. Cannabis regulation and enforcement.

10. Litigation.

11. Such other specialized services as may be required by the City.

The specialized legal services specified in this paragraph shall be billed at the regular hourly rates of the attorneys providing such services when those services are provided as shown in Exhibit B.

C. Additional Definitions.

1. "Litigation" is defined as preparation of any Basic or Special Services matter for trial, mediation, arbitration or other adversarial forum, from time of decision to proceed to such forum or from time of receipt of notice of notice of claim, filing, complaint or suit, through resolution of such action. Litigation may be criminal, administrative or civil matters.

2. "Appellate Litigation" is defined as the review of any Litigation matter by a reviewing tribunal or body but does not include appeal of commission decisions to City Council.

3. "Reimbursable" is defined as matters where the City has arranged its reimbursement of fees and costs associated with the work performed by the Firm. In these matters, the Firm remains the attorney for the City, the fees and costs are reimbursed by a third party. The most common example is work performed in support of private development, but this may also include grant funded capital projects or work reimbursed by another public agency. The higher rate for Reimbursable services does not occur unless and until the Firm receives notice from the City that it has received a private development application or executed an agreement with a third party that provides for reimbursement of services provided by the Firm.

4. "Existing Litigation" is defined as the following matters:

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).

EXHIBIT B

Hourly Billing Rates for the services described in Exhibit A are shown below as of the Effective Date.

Commencing on July1 , 2026, and on July 1 of every year thereafter, the Firm may increase the rates specified below by the previous 12 months' change in the Consumer Price Index, San Francisco Metropolitan Area, All Consumers (utilizing the most recent CPI data available), not to exceed 5%, round to the nearest $5.00, to reflect increases in overhead and other costs.

Service	Description	Capped Rates
Basic Legal Services	General	$275 per hour
Extraordinary Legal Services	Specialized	$385 per hour
	Labor & Employment	$385 per hour
	Litigation	$385 per hour
	Appellate Litigation	$425 per hour
	Reimbursable	$495 per hour
Other Services	Paralegals	$200 per hour
	Public Records Act Requests	$250 per hour attorneys $200 per hour for paralegals
	Other Costs	Photocopies: $0.20/page over 25 pages $1 facsimile transactions Mileage: $0.65 cents/mile
	Travel	½ general services rate from Walnut Creek, Contra Costa County/At cost all other travel

Travel time for performance of services shall be charged one-half the Basic Services hourly rate portal to portal from attorney's office of residence. Travel costs shall be billed at-cost (e.g., air fare, hotel, and transportation). Mileage for use of attorney's own vehicle

shall be at the IRS rate. Billable travel time for litigation and reimbursable matters would be at the Basic Service hourly rate portal to portal from attorney's office of residence.

The Firm will not charge for word-processing services or secretarial overtime. The Firm will make best efforts to avoid the use of outgoing faxes, and the costs associated with them, by use of e-mail, U.S. Mail and other means. Outgoing faxes will be charged at $1 per page. The Firm will not charge the City for routine computerized legal research such as Lexis-Nexis or Westlaw research, but will pass through to the City at cost, without markup, its cost for use of specialized databases outside the Firm's contract with Westlaw or a similar provider. All other expenses will be billed at cost, without markup. Costs will be separately designated on the Firm's monthly statements as "disbursements," and will be billed in addition to fees for professional services.

TITLE
Q1 FY25/26 Capital Project Schedule Update

RECOMMENDATION
Receive this informational item and provide feedback.

CONTACT
Erica Ahmann Smithies, P.E., Public Works Director/City Engineer
Ron Ranada, P.E., Senior Civil Engineer

BACKGROUND & ANALYSIS
The Public Works Department will be providing quarterly updates on the status and delivery of Capital Improvement Projects (CIP) for the current fiscal year. City Council will be provided with a master project schedule, a map of citywide projects, and photos when available. The projects will include the name of the City staff member leading the project and consultant when applicable. At this time there are some projects that do not include a project lead, but will be updated as the fiscal year unfolds.

FISCAL IMPACT
The Capital Improvement Program Budget was adopted by City Council on June 3, 2025.

ENVIRONMENTAL REVIEW
None

ATTACHMENTS:
1. FY25-26 Q1 CIP 90-Day Summary
2. FY25-26 Q1 CIP Schedule
3. FY25-26 Q1 CIP Project Map
4. FY25-26 Q1 CIP Construction Activity Update

Capital Project Accomplishments in the previous 90 Days:

I. On-Going Construction:

A. Knightsbridge Reconstruction and Water Main Project
Completed

B. Rancho Del Mar Paving and Utility Improvements
Completed: Domestic Water replacements, Sanitary Sewer lining, and Concrete ADA ramps

C. Melvin Sidewalk and Drainage Project
Work started

D. Wetlands Edge Enhancement Project
Work started

E. Cartagena Manhole Rehab
Completed

F. Main Street Park Electrical
Completed

G. City Hall EV Charging Stations (addition and repair)
Completed

II. Advertised and Awarded for Construction:

A. Green Island Road Reconstruction and Widening Project

B. Green Island Class I Trail: pending Caltrans authorization

C. City Hall Roof Replacement

D. Northampton Park Restroom
Structure purchased

E. Northampton Shade Structure
Structure purchased

F. Silver Oak Park Restroom
Structure purchased

G. SCADA Upgrades at the Water Reclamation Facility

III. Design

A. Northampton Park Restroom
Completed

B. Silver Oak Park Restroom
Completed

C. East American Canyon Road Guardrail Project – on-going (currently @ 65%)

D. South Kelly & Hwy 29 (including Tower Road) – on-going (currently @ 65%)

Capital Project Goals for the next 90 Days:

I. Construction:

A. Rancho Del Mar Paving and Utility Improvements

Substantial Completion

On-going: Sanitary Sewer pipe bursting, Concrete driveway reconstruction, Patch paving, utility relocations by PG&E, AT&T, and Comcast

Pending: Cape Seal, FDR reconstruction, signage and striping

B. Melvin Sidewalk and Drainage Project

Substantial Completion

On-going: Concrete curb, gutter, sidewalk, driveways, and ADA ramps

Pending: Stormdrain, traffic calming, signage and striping

C. Wetlands Edge Environmental Education

On-going: Site grading, paths, utilities, planting

Pending: Restroom installation, gazebo installation (long lead item)

D. Green Island Road Reconstruction and Widening Project

Begin construction

E. Northampton Shade Structure

Begin construction

F. City Hall Roof Replacement

G. SCADA Upgrades at Water Reclamation Facility

II. Advertise and/or Award of Construction Contracts:

A. Advertise East American Canyon Road Guardrail Project

B. Award SCADA Upgrades at Water Treatment Plant

III. Design

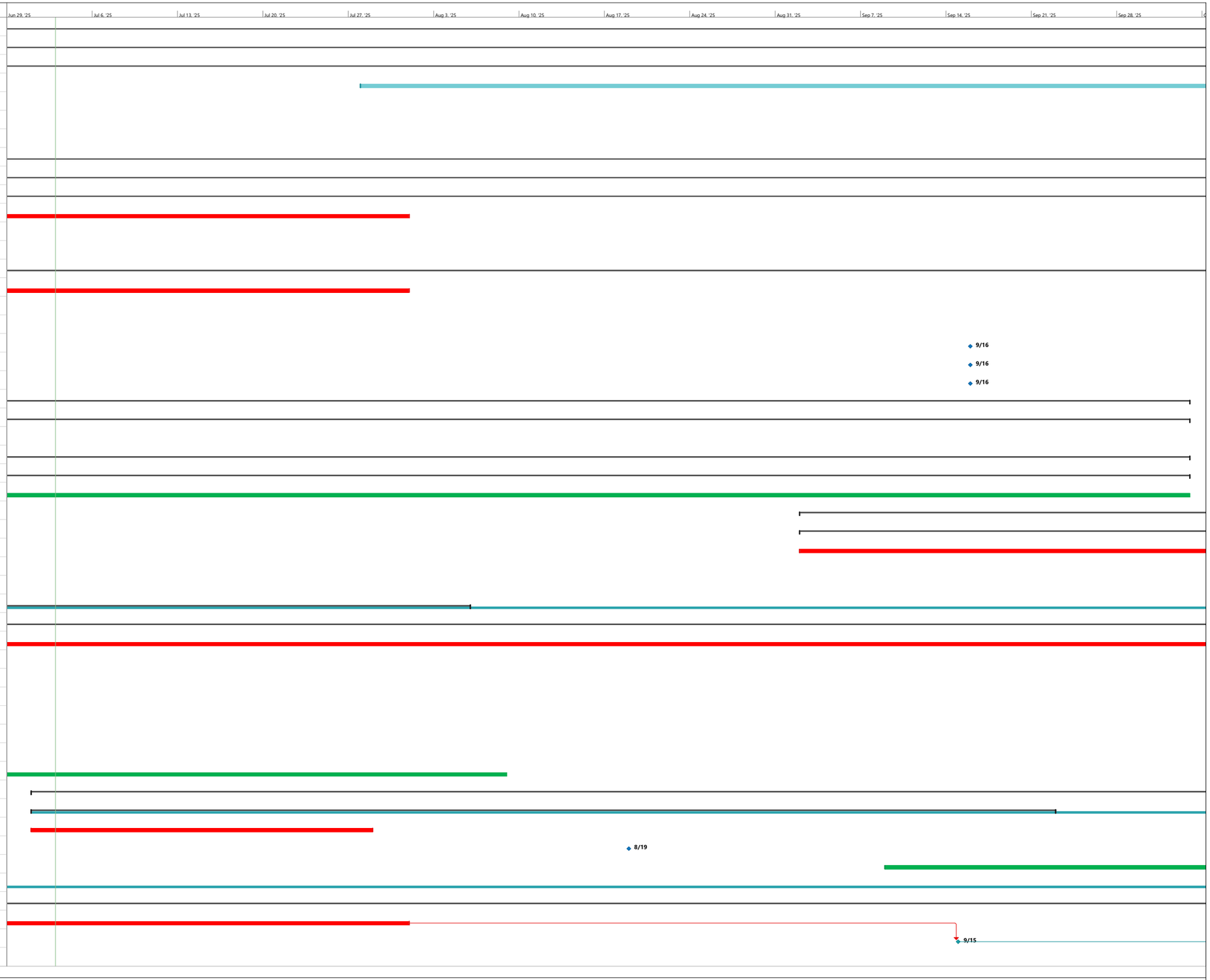
A. Green Island Road Class I Trail – PS&E package breakout as separate Construction Project

B. South Kelly & Hwy 29 (including Tower Road) – on-going

C. East American Canyon Road Guardrail Project – completion

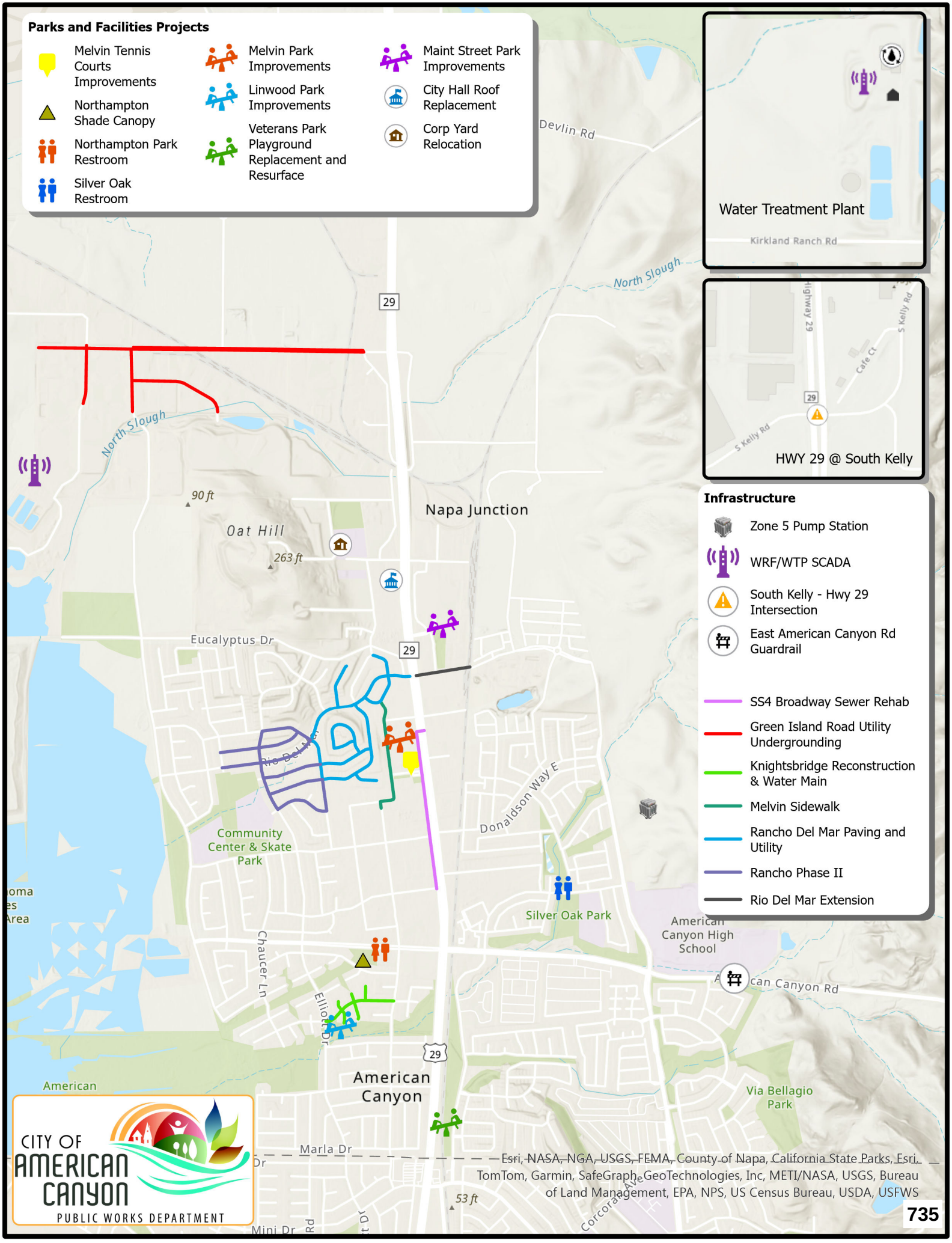
D. SS4 Broadway Sewer – completion

ID	Task Mode	Task Name	Duration	Start	Finish
14		**TR16-0700 Green Island Road**	**455 days?**	**Thu 6/20/24**	**Wed 3/18/26**
15		**GREEN ISLAND ROAD RECONSTRUCTION AND WIDENING PROJECT**	**353 days?**	**Thu 6/20/24**	**Mon 10/27/25**
16		**Green Island Road Reconstruction and Widening Project**	**353 days?**	**Thu 6/20/24**	**Mon 10/27/25**
17		Construction	168 days	Mon 7/28/25	Wed 3/18/26
18		**Green Island Road Class I Trail Project**	**74 days**	**Tue 10/21/25**	**Fri 1/30/26**
19		Award Contract (City Council)	0 days	Tue 10/21/25	Tue 10/21/25
20		Construction	45 days	Mon 12/1/25	Fri 1/30/26
83		**WW20-0100 SS4 Broadway Sewer**	**404 days**	**Tue 6/25/24**	**Fri 1/9/26**
84		**WW20-0100 SS4 Broadway Sewer**	**404 days**	**Tue 6/25/24**	**Fri 1/9/26**
85		**Mainline (City)**	**235 days**	**Mon 2/3/25**	**Fri 12/26/25**
86		Design	129 days	Mon 2/3/25	Thu 7/31/25
87		Award Contract (City Council)	0 days	Tue 10/21/25	Tue 10/21/25
88		Construction	30 days	Mon 11/17/25	Fri 12/26/25
89		**SR29 Crossing (RSA)**	**404 days**	**Tue 6/25/24**	**Fri 1/9/26**
90		Design	288 days	Tue 6/25/24	Thu 7/31/25
91		Award Contract (City Council)	0 days	Tue 10/21/25	Tue 10/21/25
92		Construction	40 days	Mon 11/17/25	Fri 1/9/26
6		**TR23-0100 Knightsbridge (ARPA)**	**0 days**	**Tue 9/16/25**	**Tue 9/16/25**
7		**TR23-0100 Knightsbridge**	**0 days**	**Tue 9/16/25**	**Tue 9/16/25**
8		NOC	0 days	Tue 9/16/25	Tue 9/16/25
71		**TR24-0300 Rancho Del Mar (ARPA)**	**85 days**	**Mon 6/9/25**	**Fri 10/3/25**
72		**TR24-0300 Rancho Del Mar**	**85 days**	**Mon 6/9/25**	**Fri 10/3/25**
73		Construction	85 days	Mon 6/9/25	Fri 10/3/25
74		**TR24-0200 Melvin SD and Swk (ARPA)**	**90 days**	**Mon 6/2/25**	**Fri 10/3/25**
75		**TR24-0200 Melvin SD and Swk**	**90 days**	**Mon 6/2/25**	**Fri 10/3/25**
76		Construction	90 days	Mon 6/2/25	Fri 10/3/25
66		**TR24-0100 2024 Annual Paving (Cape)**	**259 days**	**Tue 9/2/25**	**Fri 8/28/26**
67		**TR24-0100 Annual Paving (Cape)**	**259 days**	**Tue 9/2/25**	**Fri 8/28/26**
68		Design	87 days	Tue 9/2/25	Wed 12/31/25
69		Award Contract (City Council)	0 days	Tue 2/3/26	Tue 2/3/26
70		Construction	55 days	Mon 6/15/26	Fri 8/28/26
56		**TR23-0200 S Kelly - SR29**	**291 days**	**Tue 6/25/24**	**Tue 8/5/25**
57		**TR23-0200 S Kelly - SR29**	**461 days**	**Mon 1/20/25**	**Mon 10/26/26**
58		Design	200 days	Mon 1/20/25	Fri 10/24/25
59		Award Contract (City Council)	0 days	Tue 11/4/25	Tue 11/4/25
60		Construction	161 days	Mon 3/16/26	Mon 10/26/26
61		**TR23-0300 Am Can Rd East Guardrail**	**164 days**	**Tue 6/25/24**	**Fri 2/7/25**
62		**TR23-0300 Am Can Rd East Guardrail**	**164 days**	**Tue 6/25/24**	**Fri 2/7/25**
63		Design	135 days	Mon 11/4/24	Fri 5/9/25
64		Award Contract (City Council)	0 days	Tue 5/20/25	Tue 5/20/25
65		Construction	40 days	Mon 6/16/25	Fri 8/8/25
1		**WA24-0200 N Kelly Water Main**	**70 days**	**Tue 7/1/25**	**Mon 10/6/25**
2		**WA24-0200 N Kelly Water Main**	**60 days**	**Tue 7/1/25**	**Mon 9/22/25**
3		Design	20 days	Tue 7/1/25	Mon 7/28/25
4		Award Contract	0 days	Tue 8/19/25	Tue 8/19/25
5		Construction	20 days	Tue 9/9/25	Mon 10/6/25
9		**PR23-0700 Silver Oak Restroom**	**199 days?**	**Tue 6/25/24**	**Fri 3/28/25**
10		**PR23-0700 Silver Oak Park Restroom**	**379 days**	**Tue 6/25/24**	**Fri 12/5/25**
11		Design	288 days	Tue 6/25/24	Thu 7/31/25
12		Award Contract (City Council)	0 days	Mon 9/15/25	Mon 9/15/25
13		Construction	35 days	Mon 10/20/25	Fri 12/5/25



ID	Task Mode	Task Name	Duration	Start	Finish
21		**PR23-0500 Northampton Restroom**	**289 days**	**Tue 6/25/24**	**Fri 8/1/25**
22		**NORTHAMPTON RESTROOM**	**289 days**	**Tue 6/25/24**	**Fri 8/1/25**
23		Design	288 days	Tue 6/25/24	Thu 7/31/25
24		Award Contract (City Council)	0 days	Mon 9/15/25	Mon 9/15/25
25		Construction	35 days	Mon 10/20/25	Fri 12/5/25
26		**PR23-0400 Northampton Shade Structure**	**311 days**	**Tue 6/25/24**	**Tue 9/2/25**
27		**NORTHAMPTON SHADE STRUCTURE**	**311 days**	**Tue 6/25/24**	**Tue 9/2/25**
28		Construction	35 days	Mon 7/21/25	Fri 9/5/25
29		**PR23-0200 Melvin Tennis Courts**	**80 days**	**Mon 3/3/25**	**Fri 6/20/25**
30		**Melvin Tennis Courts**	**80 days**	**Mon 3/3/25**	**Fri 6/20/25**
31		Design	109 days	Mon 3/3/25	Thu 7/31/25
32		Award Contract (City Council)	0 days	Tue 10/7/25	Tue 10/7/25
33		Construction	30 days	Mon 10/27/25	Fri 12/5/25
34		**PR19-0100 Wetlands Enviro Educational Center**	**116 days**	**Mon 4/28/25**	**Mon 10/6/25**
35		**WETLANDS ENVIRO EDU**	**116 days**	**Mon 4/28/25**	**Mon 10/6/25**
36		Construction	116 days	Mon 4/28/25	Mon 10/6/25
37		**CF23-0300 Corp Yard Relocation**	**526 days**	**Tue 6/25/24**	**Tue 6/30/26**
38		**CORP YARD RELOCATION & UPGRADE**	**526 days**	**Tue 6/25/24**	**Tue 6/30/26**
39		Construction	526 days	Tue 6/25/24	Tue 6/30/26
40		**CF23-0100 City Hall Roof**	**201 days**	**Tue 6/25/24**	**Tue 4/1/25**
41		**City Hall Roof Improvement**	**201 days**	**Tue 6/25/24**	**Tue 4/1/25**
42		Design	164 days	Tue 6/25/24	Fri 2/7/25
43		Award Contract (City Manager)	0 days	Mon 3/3/25	Mon 3/3/25
44		Construction	22 days	Mon 3/3/25	Tue 4/1/25
45		**WA25-0100 Hanna Water Main (see TR16-0700)**			
46		**WA26-0200 Water Treatment Plant SCADA**	**842 days?**	**Thu 6/20/24**	**Fri 9/10/27**
47		**WA26-0200 Water Treatment Plant SCADA**	**842 days?**	**Thu 6/20/24**	**Fri 9/10/27**
48		Design	194 days	Tue 6/25/24	Fri 3/21/25
49		Award	0 days	Tue 8/5/25	Tue 8/5/25
50		Implementation	540 days	Mon 8/18/25	Fri 9/10/27
51		**WW16-0300 SCADA**	**265 days?**	**Tue 6/25/24**	**Mon 6/30/25**
52		**WW16-0300 SCADA**	**919 days**	**Tue 6/25/24**	**Fri 12/31/27**
53		Design	194 days	Tue 6/25/24	Fri 3/21/25
54		Award Contract (City Council)	0 days	Tue 6/17/25	Tue 6/17/25
55		Implementation	655 days	Mon 6/30/25	Fri 12/31/27
93		**WW24-0100 Andrew Road Sewer Repair (see WW20-0100)**			
94		**PR25-0600 Main Street Park Improvements**	**250 days?**	**Mon 1/6/25**	**Fri 12/19/25**
95		Design	171 days	Mon 1/6/25	Mon 9/1/25
96		Award Contract (City Council)	0 days	Tue 10/7/25	Tue 10/7/25
97		Construction	45 days?	Mon 10/20/25	Fri 12/19/25
98		**PR25-0400 Veterans Park Playground Replacement**	**280 days**	**Tue 8/6/24**	**Mon 9/1/25**
99		Design	90 days	Wed 3/19/25	Tue 7/22/25
100		Award Contract (City Council)	0 days	Tue 8/5/25	Tue 8/5/25
101		Construction	30 days	Mon 11/3/25	Fri 12/12/25
102		CF24-0100			
77		**WA24-0100 Rio Del Mar Water Main (see TR24-0300)**			
78		**WA23-0200 WTP Filter Media**	**191 days**	**Mon 4/7/25**	**Mon 12/29/25**
79		Design	191 days	Mon 4/7/25	Mon 12/29/25
80		**WA23-0100 WTP Shop**	**171 days**	**Mon 4/7/25**	**Mon 12/1/25**
81		Design	171 days	Mon 4/7/25	Mon 12/1/25
82		PR23-0100 Melvin Park Improvements	246 days	Mon 6/23/25	Mon 6/1/26




Parks and Facilities Projects
Melvin Tennis Courts Improvements
Northampton Shade Canopy
Northampton Park Restroom
Silver Oak Restroom
Melvin Park Improvements
Linwood Park Improvements
Veterans Park Playground Replacement and Resurface
Maint Street Park Improvements
City Hall Roof Replacement
Corp Yard Relocation
Water Treatment Plant
Kirkland Ranch Rd
HWY 29 @ South Kelly
Highway 29
S Kelly Rd
Cafe Ct
Infrastructure
Zone 5 Pump Station
WRF/WTP SCADA
South Kelly - Hwy 29 Intersection
East American Canyon Rd Guardrail
SS4 Broadway Sewer Rehab
Green Island Road Utility Undergrounding
Knightsbridge Reconstruction & Water Main
Melvin Sidewalk
Rancho Del Mar Paving and Utility
Rancho Phase II
Rio Del Mar Extension
Devlin Rd
North Slough
29
90 ft
Oat Hill
263 ft
Napa Junction
Eucalyptus Dr
Rio Del Mar
Donaldson Way E
Community Center & Skate Park
Silver Oak Park
American Canyon High School
Chaucer Ln
Elliott Dr
American Canyon
Via Bellagio Park
Marla Dr
Mini Dr
Corcoran Ave
53 ft
CITY OF AMERICAN CANYON
PUBLIC WORKS DEPARTMENT
Esri, NASA, NGA, USGS, FEMA, County of Napa, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS

CITY OF AMERICAN CANYON

FY25-26 Q1
CIP Activity Update

Knightsbridge Way Water and Paving Improvements
Completed



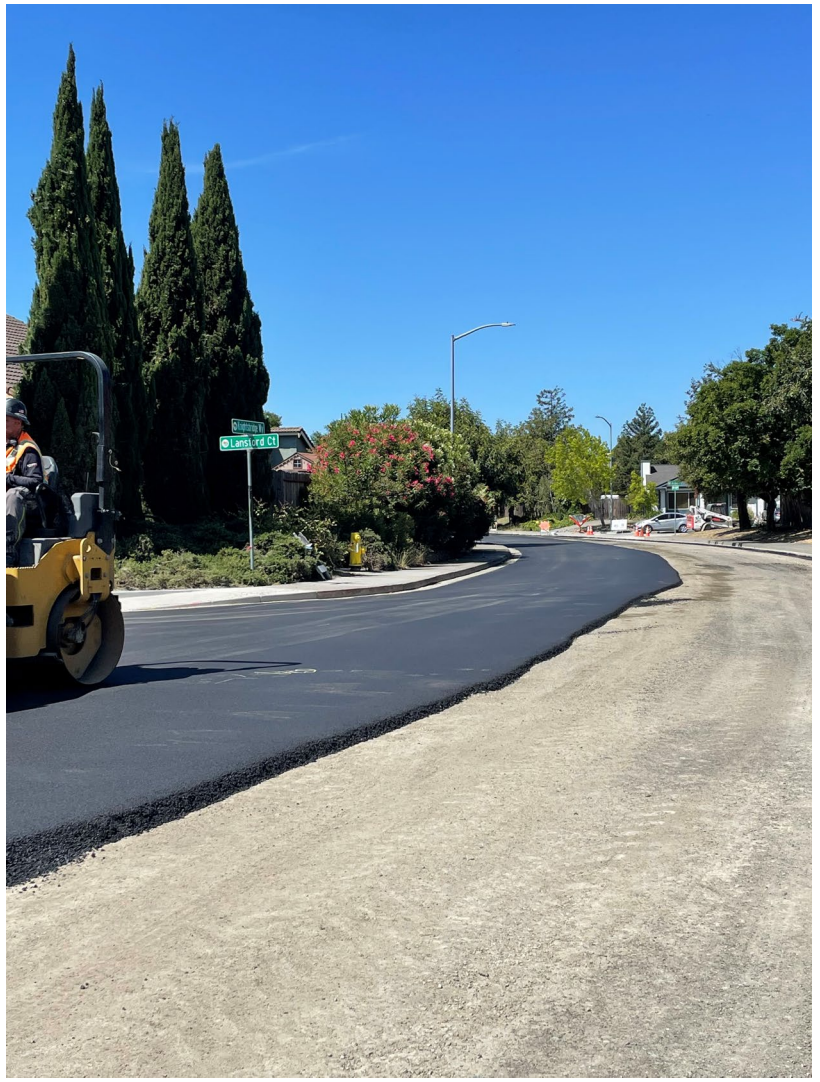
Knightsbridge @ Danrose



Knightsbridge @ Senior Center

Knightsbridge Way Water and Paving Improvements





Work included wholesale change to FDR when poor subgrade was encountered, which significantly increases pavement life expectancy.

Rancho Del Mar Paving and Utility Improvements

On-going



Sanitary sewer lining



Water main improvements
(connection to Hwy 29 trunk line)

Rancho Del Mar Paving and Utility Improvements



Concrete

(Driveways, ADA curb ramps, etc.)



PG&E utility relocations

Melvin Sidewalk and Drainage Project

Started/On-going







Concrete (sidewalks, ADA curb ramps, etc.)

Wetlands Edge Enhancement Project

Started/On-going







Site grading and flatwork, utilities, and planting

City Council Committee Report

Submitted by: Mayor Pierre Washington Council Meeting Date: 07/15/2025

Event Date: 20/06/2025 Event Type Community Event

Event Title: * Leadership Napa Valley Class # 37

Event Report: The Mission of Napa Valley involves, inspires and informs leaders to strengthen our community.

The Vision is Leadership Napa Valley is the go-to organization for leadership development and engagement in Napa County.

Over the years the program has been refined and improved many times over, and today LNV is modeled after the best leadership training experiences in the country. More than 700 people have graduated from the program and gone forward with a deeper commitment to making Napa Valley a better place to live, work and grow. It is an intense, fun and educational experience. The program selects class members annually from a list of applicants who then embark on a 9-month journey together. During that time, they learn leadership skills, teamwork and experience the many different pieces that make this county such a special place to live.

One Friday a month (plus a couple of Saturdays) the group meets with its facilitator to learn about a new aspect of the community; this includes government, business, health industry, tourism, agriculture and more.

The class also works in teams to develop a meaningful project that they present near the end of the year, in the hopes that it will have a lasting positive impact on the community. In effect, it's their first team effort at local leadership! Some of the past projects that came from LNV include "Hands Across the Valley" and the DARE Foundation.

CONGRADULATIONS to Davet Mohammed graduating in the 37th Class.



Event Date: 07/07/2025 Event Type Committee Report

Event Title: Napa Vallejo Waste Management Devlin Transfer Station tour

Event Report: Synopsis:

Napa-Vallejo Waste Management Tour with Recycling Manager Steve Kelley

On July 7, 2025, I participated in an informative tour of the Napa-Vallejo Waste Management facility, led by Recycling Manager Steve Kelley. The visit provided a comprehensive overview of the site's operations, with a particular focus on the facility's recycling and sustainability efforts.

Steve Kelley guided me through various key components of the operation, including the materials recovery facility (MRF), green waste processing areas, and the landfill management zones. During the tour, Kelley emphasized the facility's commitment to increasing diversion rates, reducing landfill dependency, and promoting environmental education in the community.

Key highlights included discussions on:

- The sorting and processing of recyclable materials
- Innovations in composting and organic waste handling
- Ongoing challenges with contamination in recycling streams
- Efforts to support the City's climate action and zero-waste goals

The tour also highlighted the importance of public participation in proper recycling practices and reinforced the value of strong city partnerships in advancing sustainable waste management solutions.

I was able to express my appreciation for the work being done at the facility and extended my continued support for collaborative efforts that protect the environment and serve the residents of American Canyon.

Event Date: 08/07/2025 Event Type: Community Event

Event Title: * ELITE summer of stars summer program, Vallejo Ca (Dr. Ramona Bishop)

Event Report:

I had the honor to participate in Dr. Ramona Bishops Elite Summer School Program. The Elite Public Schools is a dynamic summer program designed to ignite passion, build essential life skills, and empower the next generation of leaders in the areas of Athletics, Art, STEM, and Entrepreneurship.

The program was held at Elite Public Schools' Vallejo campus from June 2 through July 18 at 100 Whitney Avenue. The program aims to bring together local leaders, artists, entrepreneurs, and professionals committed to mentoring and inspiring youth through hands-on workshops, interactive sessions, and real-world experiences. The Summer Super Star Sessions aims to help young people see what's possible for their future and giving them the tools, confidence, and mentorship they need to get there.

EWOC | About Dr. Ramona Bishop



Event Date: 04/07/2025 Event Type Community Event

Event Title: * American Canyon 4th of July 2025 Parade & Celebration

Event Report:

What an incredible Fourth of July celebration in American Canyon! It was truly heartwarming to see our community come together to celebrate our nation's independence with such pride, unity, and joy.

I want to sincerely thank every resident, family, and guest who came out to enjoy the festivities. Your energy and community spirit made this celebration truly special.

A heartfelt thank you to our outstanding Police and Fire Departments for ensuring the safety of everyone throughout the day and evening. Your professionalism and dedication are always appreciated, and especially during large community events like this.

I also want to express my deepest gratitude to our exceptional city staff who worked tirelessly behind the scenes to make this event a success. A special thank you to Assistant City Manager Juan Gomez, Deputy City Manager Alexandra "Allie" Ikeda, and Recreation Manager Alana Behn for your leadership, coordination, and unwavering commitment to making this celebration one to remember.

Together, we showed once again what makes American Canyon such a wonderful place to Live, Work and Play. Thank you all for being part of it.











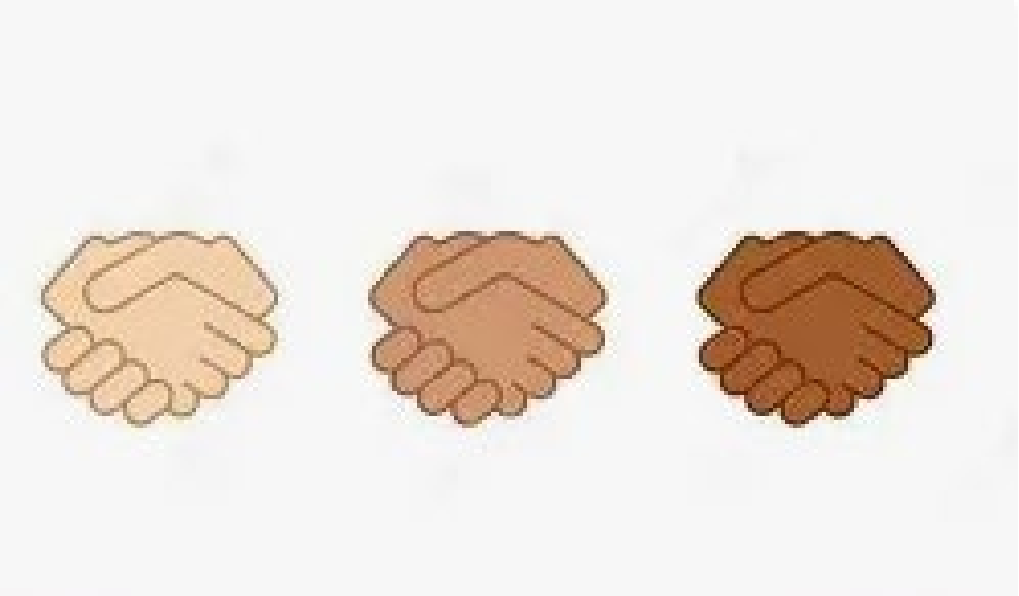


Event Title: * Breakfast with the Mayors of Vallejo and Benica CA. Regional Collaboration for a Stronger Future
Event Type Community Event

Event Report:

As Mayor of American Canyon, I had the privilege of participating in our quarterly meeting with Mayor Andrea Sorce of Vallejo and Mayor Steve Young of Benicia. These meetings are a valuable opportunity for our cities to come together, share ideas, and strengthen our regional partnerships. Our discussion focused on how we can collaborate more effectively to address shared challenges and explore joint solutions that enhance the safety, well-being, and quality of life for all of our residents, from public safety and economic development to environmental sustainability and infrastructure, we are united in our commitment to working together for the betterment of our communities.

I am grateful for the spirit of cooperation and mutual respect among our cities. When we collaborate, we all move forward.



City Council Committee Report

Submitted by: * Vice Mayor Mark Joseph

Council Meeting Date: 07/15/2025

Event Date: 18/06/2025

Event Type Committee Report

Event Title: * Napa Valley Transportation Authority (NVTA)

Event Report: This was Kate Miller's last meeting as Executive Director. We adopted budget amendments relating to the second year of our two-year budget process, mostly based on new or anticipated funding for capital projects. We also had a fairly lengthy discussion of the goals and objectives for the upcoming Countywide Transportation Plan. Other than that, everything else we more administrative--although Paul Dohring of St. Helena and myself were re-appointed for a second year as Vice-Chair and Chair, respectively. Paul and I also met with the new Director, Danielle Schmitz, to discuss her transition and first steps.

File/Photo Upload Max file size for all uploads is 25 MB

Event Date: 27/06/2025

Event Type Committee Report

Event Title: * Climate Action Committee

Event Report: The main topic for last month's meeting was a discussion of how to proceed with the environmental review of the Regional Climate Action and Adaptation Plan (RCAAP). In the end, the Board recommended an Initial Study and Mitigation Negative Declaration. This will cost significantly less than a full Environmental Impact Report, and take less time. However, it runs the risk of being legally challenged, which would likely trigger an EIR (and more time and money). The next steps are for each jurisdiction to discuss this option and formally recommend an approach. We will get CAC staff support and/or support from the Consultants, in reviewing our options at the City Council level. This needs to be done in July or August, so we can come back in September to provide final direction.

File/Photo Upload Max file size for all uploads is 25 MB

Event Date: 30/06/2025

Event Type Committee Report

Event Title: * North Bay Water Reuse Authority (NBWRA)

Event Report: This was the quarterly meeting. We reviewed the status of Phase II (which American Canyon is requesting funding for our recycled water program), as well as the new water-related "arenas" including Drought Contingency Planning and Sea Level Rise. This latter item may be something we should discuss. All jurisdictions that connect to the Bay Area shoreline (which includes AmCan and Napa County) need to comply with State Legislation. We could use the NBWRA to manage these responsibilities (and certainly save staff time, if not overall costs). Napa County is also a member, so a partnership could be very practical.

File/Photo Upload Max file size for all uploads is 25 MB

Event Date: 02/07/2025

Event Type Committee Report

Event Title: * State Budget discussion with State Senator Cabaldon

Event Report: I was on the call to hear our State Senator review the highlights of the adopted State Budget. His key points were they restored a billion dollars for the homeless and affordable housing; avoided any legislation (good or bad) regarding the Delta Water issue; backfilled 75% of the VLF losses for two counties (which increases the likelihood that Napa County would receive most of the potential losses if NVUSD triggers the property tax re-allocation); and adopted significant changes to CEQA. He also noted that the State's budget is not structurally balanced, and that they are still waiting to see what the fall out of the changes from the Federal Government. There was a good turnout for this online conference call.

File/Photo Upload Max file size for all uploads is 25 MB

Event Date:

Event Type Other

Event Title: * Various City meetings and events

Event Report:

- Took a zoom call with Steve Lay of G3, who is requesting a 5 year extension on their Development Agreement with the City (NACC)
- Stood in for the Mayor and did the ribbon-cutting for Public Storage, a new business in the South County (part of the July Meet Me in the Street)
- Took part in the Watson Ranch mediation. We are focused on working out the details of a "Term Sheet" which will outline the main documents needed, and the deal points for revising the Development Agreement between the City and AC1 (McGrath Properties).

File/Photo Upload Max file size for all uploads is 25 MB

FUTURE AGENDA ITEMS OF NOTE

July 24, 2025 Planning Commission Meeting. 6:30 p.m.
MEETING CANCELED

July 29, 2025 Special City Council Meeting.Open Session 6:30 p.m.
AC-1 Development Agreement First Amendment

August 5, 2025 Regular City Council Meeting
Quarterly Investment Report
Annual Investment Policy
NACC DA Extension Final Reading
Knightsbridge Reconstruction and Water Improvements Project (TR23-0100): Notice of Completion

August 6, 2025 OSATS Meeting. 6:30 p.m.
Bicycle Friendly Community Designation
CIP Project Update
Courtesy Trail Signage and Bicycle Speed Limits

August 14, 2025 Parks and Community Services Meeting. 6:30 p.m.
Fiscal Year Work Plan 2025/26

August 19, 2025 Special Joint City Council/Planning Commission Meeting 6:30p.m.
Development Standards
NVRG Entertainment Zone Overlay
American Canyon Community Arts

August 28, 2025 Planning Commission Meeting 6:30 p.m.

September 2, 2025 Regular City Council Meeting 6:30 p.m.
Proclamation: Hispanic Heritage Month
Proclamation: National Recovery Month
Audubon Society Presentation
Crawford Way Townhome Tentative Map

September 3, 2025 OSATS Meeting. 6:30 p.m.
Confirm RCAAP is Project Description for CEQA review.

September 11, 2025 Parks and Community Services Meeting. 6:30 p.m.

September 16, 2025 Regular City Council Meeting 6:30p.m.
Proclamation: National Suicide Prevention Month
Proclamation: National Community Planning Month
Confirm RCAAP is Project Description for CEQA Review

September 25, 2025 Planning Commission Meeting 6:30 p.m.

Unscheduled Council Directed Items	Councilmember	Date of Council Vote	Notes
All Electric Reach Code	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

SAN FRANCISCO BAY RESTORATION AUTHORITY

SAN FRANCISCO BAY RESTORATION AUTHORITY
CERTIFICATION OF ADOPTION OF RESOLUTIONS

I, Paul Johnson, Clerk of the Governing Board, certify that on **June 6, 2025** the San Francisco Bay Restoration Authority Governing Board adopted the following resolutions:

1. American Canyon Wetlands Restoration and Public Access Project Phase II

The San Francisco Bay Restoration Authority hereby authorizes the disbursement of an amount not to exceed one million two hundred thousand dollars ($1,200,000) to the City of American Canyon to complete technical studies, 60% design, California Environmental Quality Act documentation, and draft permit applications, and to conduct public outreach for the American Canyon Wetlands Restoration and Public Access Project Phase II, which will restore or enhance over 60 acres of wetlands and associated transitional habitat along the lower Napa River, improve fish passage, improve water quality, raise 1.2 miles of existing Bay Trail out of the floodplain and increase its resilience to future sea level rise, improve public safety for the trail, and build a new Bay Water Trail trailhead and associated facilities. Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Authority the following:

1. A detailed work program, schedule, and budget.
2. Names and qualifications of any contractors to be employed in carrying out the project.
3. A plan for acknowledgement of Authority funding.

Based on the accompanying staff report and attached exhibits, the San Francisco Bay Restoration Authority hereby finds that:

1. The proposed authorization is consistent with The San Francisco Bay Restoration Authority Act, Gov. Code Sections 66700-66706.
2. The proposed authorization is consistent with The San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Measure (Measure AA).

2. Mcinnis Marsh Beneficial Dredge Sediment Reuse and Tidal Wetlands Restoration

The San Francisco Bay Restoration Authority hereby authorizes the disbursement of an amount not to exceed one million three hundred thousand dollars ($1,300,000) to the County of Marin (“the grantee”) to further preliminary designs, collect data and perform technical studies, prepare CEQA documents, and prepare regulatory permit applications for the McInnis Marsh Beneficial Dredge Sediment Reuse and Tidal Wetlands Restoration Project

("the project"), which will improve future tidal restoration potential of the McInnis Marsh Basin in Marin County by restoring 22 to 30 acres of diked wetlands and the reversal of subsidence across 140 acres of marsh. Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Authority the following:

1. A detailed work program, schedule, and budget.

2. Names and qualifications of any contractors to be employed in carrying out the project.

3. A plan for acknowledgement of Authority funding.

Based on the accompanying staff recommendation and attached exhibits, the San Francisco Bay Restoration Authority hereby finds that:

1. The proposed authorization is consistent with The San Francisco Bay Restoration Authority Act, Government Code Sections 66700-66706.
2. The proposed authorization is consistent with The San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Measure (Measure AA).

3. Martin Luther King Jr. Regional Shoreline Restoration and Flood Management Project

The San Francisco Bay Restoration Authority hereby authorizes the disbursement of an amount not to exceed one million dollars ($1,000,000) to K to College doing business as SupplyBank.org ("grantee") to conduct the Martin Luther King Jr. Regional Shoreline Restoration and Flood Management Project, consisting of conducting feasibility studies and community engagement, developing designs, and preparing permit applications for restoring 25-28 acres of tidal marsh. and other shoreline habitats, updating one mile of Bay Trail, and installing nature-based flood management features at Martin Luther King Jr. Regional Shoreline in Alameda County. Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Authority the following:

1. A detailed work program, schedule, and budget.
2. Names and qualifications of any contractors to be employed in carrying out the project.
3. A plan for acknowledgement of Authority funding.

Based on the accompanying staff recommendation and attached exhibits, the San Francisco Bay Restoration Authority hereby finds that:

1. The proposed authorization is consistent with The San Francisco Bay Restoration Authority Act, Gov. Code Sections 66700-66706.
2. The proposed authorization is consistent with The San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Measure (Measure AA).

4. Community Grant: Southeast San Francisco Shoreline Stewards Project

The San Francisco Bay Restoration Authority hereby authorizes the disbursement of an amount not to exceed three hundred thousand dollars ($300,000) to Literacy for Environmental Justice ("the grantee") from the Authority's Community Grants Program to implement the Southeast San Francisco Shoreline Stewards Project, consisting of shoreline stewardship capacity building, habitat enhancement, climate adaptation planning, and workforce development in San Francisco ("the project"). Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Authority the following:

1. A detailed work program, schedule, and budget.
2. Names and qualifications of any contractors to be employed in carrying out the project.
3. A plan for acknowledgement of Authority funding.
4. Evidence that the grantee has entered into agreements sufficient to enable the grantee to implement, operate, and maintain the project.
5. Evidence that the grantee has all the permits and approvals required to implement the project.

Based on the accompanying staff recommendation and attached exhibits, the San Francisco Bay Restoration Authority hereby finds that:

1. The proposed authorization is consistent with the San Francisco Bay Restoration Authority Act, Government Code Sections 66700-66706.
2. The proposed authorization is consistent with the San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Measure (Measure AA).

5. Healing A Wounded Watershed with the Colma Creek Collective

The San Francisco Bay Restoration Authority hereby authorizes the disbursement of an amount not to exceed two hundred seventy eight thousand six hundred sixty dollars ($278,660) to San Bruno Mountain Watch ("the grantee") to implement the Healing a Wounded Watershed with the Colma Creek Collective Project in San Mateo County, consisting of community-led restoration on approximately one-quarter to one-third acre at the mouth of Colma Creek; hosting restoration education workshops, watershed field trips, and community-based shoreline restoration events; and collecting and distributing historical Colma Creek Watershed information ("the project").

Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Authority the following:

1. A detailed work program, schedule, and budget.
2. Names and qualifications of any contractors to be employed in carrying out the project.
3. A plan for acknowledgement of Authority funding.
4. Evidence that all permits and approvals required to implement the project have been obtained.
5. Evidence that the grantee has entered into agreements sufficient to enable the grantee to implement, operate, and maintain the project.

Based on the accompanying staff recommendation and attached exhibits, the San Francisco Bay Restoration Authority hereby finds that:

1. The proposed authorization is consistent with the San Francisco Bay Restoration Authority Act, Government Code Sections 66700-66706.
2. The proposed authorization is consistent with the San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Measure (Measure AA).

6. Alviso Shoreline Habitat Restoration

The San Francisco Bay Restoration Authority hereby authorizes the disbursement of an amount not to exceed three hundred thirty thousand seven hundred thirty dollars ($330,730) to Grassroots Ecology ("grantee") to restore and enhance two acres of marsh-adjacent upland habitat with a focus on benefits to the burrowing owl and monarch butterfly within the Alviso district of the City of San Jose in Santa Clara County; and, through work with local community groups, to provide training, education, and workforce development as part of conducting the restoration and enhancement. Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Authority the following:

1. A detailed work program, schedule, and budget.
2. Names and qualifications of any contractors to be employed in carrying out the project.
3. A plan for acknowledgement of Authority funding.
4. Evidence that all permits and approvals required to implement the project have been obtained.
5. Evidence that the grantee has entered into agreements sufficient to enable the grantee to implement, operate, and maintain the project.

Based on the accompanying staff recommendation and attached exhibits, the San Francisco Bay Restoration Authority hereby finds that:

1. The proposed authorization is consistent with The San Francisco Bay Restoration Authority Act, Gov. Code Sections 66700-66706.
2. The proposed authorization is consistent with The San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Measure (Measure AA).
3. The Authority independently reviewed and considered the Santa Clara Valley Habitat Plan Final Environmental Impact Report and Environmental Impact Statement ("FEIR/FEIS") for the Santa Clara Valley Habitat Conservation Plan/Natural Community Conservation Plan adopted by the Santa Clara Valley Habitat Agency on August 2012, pursuant to the California Environmental Quality Act (CEQA), and attached to the accompanying staff recommendation as Exhibit 4. The Authority finds that the project falls within the set of covered activities described in the FEIR/FEIS and no significant adverse impacts will result from the project.

Paul Johnson

Paul Johnson, Clerk

San Francisco Bay Restoration Authority

6/9/2025

Date