



REGULAR CITY COUNCIL MEETING AGENDA

RESCHEDULED TIME

City Hall - Council Chambers

4381 Broadway St., Suite 201, American Canyon

August 5, 2025

4:00 PM

Mayor: Pierre Washington

Vice Mayor: Mark Joseph

Councilmembers: Brando Cruz, Melissa Lamattina, David Oro

RESCHEDULED START TIME: 4:00 PM

4:00 P.M. OPEN SESSION - REGULAR MEETING

CALL TO ORDER - OPEN SESSION

PLEDGE OF ALLEGIANCE

ROLL CALL - OPEN SESSION

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

1. **Minutes of July 15, 2025**

Recommendation: Approve the minutes of the Regular City Council meeting of July 15, 2025.

2. **Report Upon Return from Closed Session for July 29, 2025**

Recommendation: Approve the Report Upon Return from Closed Session for the Special City Council Closed Session meeting of July 29, 2025.

3. **Quarterly Investment Report for City and Fire District for Fiscal Year 2024-25 Quarter 4**

Recommendation: Receive and file the City and Fire District's Treasurer's Report for the quarter ended June 30, 2025.

4. **City Investment Policy**
Recommendation: Adopt a Resolution amending the City's Investment Policy.
5. **Napa Airport Corporate Center Development Agreement Extension**
Recommendation: Adopt 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).
6. **Notice of Completion for the Knightsbridge Reconstruction and Water Main Improvements Project (TR23-0100)**
Recommendation: Adopt a Resolution accepting the project as complete, authorizing the Public Works Director to file a Notice of Completion, and releasing a Retention payment to ARB, Inc. in conjunction with the Knightsbridge Reconstruction and Water Main Improvements Project (TR23-0100).
7. **Water Treatment Plant Supervisory Control Advisory Data Acquisition Upgrade (SCADA)**
Recommendation: Adopt a Resolution authorizing the City Manager to enter into an agreement with Telstar Instruments for Water Treatment Plant SCADA Upgrade Project in an amount not to exceed \$250,000.
8. **Water Bottle Filing Stations**
Recommendation: Adopt a resolution increasing the Fiscal Year 2025/26 Public Works Solid Waste Budget in the amount of \$200,000 for the installation of water bottle refill stations and the purchase of a portable hydration station.
9. **State Water Project Carryover Water Transfer**
Recommendation: Adopt a Resolution authorizing the American Canyon Director of Public Works to agree to the attached draft term sheets with Kern County Water Agency (KCWA) of the Westside Districts for a total transfer of 1,075 AF of Carryover Water.
10. **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).

ADJOURNMENT

CERTIFICATION

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

Taresa Geilfuss, CMC, City Clerk

PUBLIC PARTICIPATION

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

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

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

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

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

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

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

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

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

ACTION MINUTES

July 15, 2025

CALL TO ORDER - CLOSED SESSION

The City Council meeting was called to order at 5:01 p.m.

ROLL CALL - CLOSED SESSION

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

Excused: Councilmember Brando Cruz

PUBLIC COMMENTS - CLOSED SESSION ITEMS

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

MEETING RECESS - COUNCIL TO CONVENE IN CLOSED SESSION

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

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL - OPEN SESSION

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

Excused: Councilmember Brando Cruz

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

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

PROCLAMATIONS AND PRESENTATIONS

4. Proclamation: July 2025 as Parks and Recreation Month

Mayor Washington announced the proclamation. It was received by the members of the Parks and Recreation Department. A presentation was made by Deputy City Manager Alexandra Ikeda with Recreation Manager Alana Behn.

5. Presentation - Friends of the Napa River

Council received a presentation from the Barry Christian, Treasurer, Friends of the Napa River with Francie Winnen, President, Friends of the Napa River. They presented Council with an ecology atlas.

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

Mayor Washington opened public comments. Written comments: none. Oral comments: Farrah Coloma was called to speak; Sophie Borgand was called to speak; Karla Ivan was called to speak; Joan Bennett was called to speak; Valerie Zizak-Morais was called to speak; Jeannette Goyetche was called to speak; Robert Raven was called to speak. The public comment period was closed.

AGENDA CHANGES

Consent Items 9, 11 and 14 will be heard as Business Items.

CONSENT CALENDAR

Action: Motion to approve Consent Calendar, with the exception of Items 9, 11 and 14, which are pulled for discussion made by Councilmember David Oro, seconded by Vice Mayor Mark Joseph, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: Councilmember Brando Cruz

6. Minutes of Regular City Council Meeting held on June 17, 2025

Action: Approved 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

Action: Approved 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

Action: Approved the minutes of the special Joint City Council/Parks and Community Services Committee Meeting held on June 17, 2025

9. Facility Naming

Pulled from the Consent Calendar by Councilmember Lamattina to commend the hard work of the Parks and Community Services Commission in this project. Mayor Washington opened public comments. Written comments: none. Oral comments: Karen Fritz was called to speak. The public comment period was closed.

Action: Motion to adopt Resolution 2025-63 renaming Community Park I, Community Park II, and the "former" Napa Junction Elementary School made by Councilmember Melissa Lamattina, seconded by Vice Mayor Mark Joseph, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: Councilmember Brando Cruz

10. Paoli/Watson Lane Annexation Project

Action: Adopted Resolution 2025-64 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

Pulled from the Consent Calendar by Councilmember Oro. Additional information provided by City Manager Jason Holley with Assistant Public Works Director Norman Woods. Mayor Washington opened public comments. Written comments: none. Oral comments: none. The public comment period was closed.

Action: Motion to adopt Resolution 2025-65 authorizing the City Manager to approve a purchase order for Pace Supply not to exceed \$200,000 annually. made by Councilmember David Oro, seconded by Vice Mayor Mark Joseph, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: Councilmember Brando Cruz

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

Action: Adopted Resolution 2025-66 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

Action: Adopted Resolution 2025-67 authorizing the City Manager to enter into on-call agreements 2025-A130, 2025-A131 and 2025-132 with three (3) tree servicing companies for tree cutting, trimming, removal and maintenance.

14. Rio Del Mar Extension to State Route 29

Pulled from the Consent Calendar by Vice Mayor Joseph. Council received a staff report from City Manager Jason Holley. Mayor Washington opened public comments. Written comments: none. Oral comments: Barry Christian was called to speak; Ken Leary was called to speak; Leon Garcia was called to speak. The public comment period was closed.

Action: Motion to continue the item 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) to the first meeting of September made by Vice Mayor Mark Joseph, seconded by Councilmember David Oro, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: Councilmember Brando Cruz

15. Wetlands Restoration Grant Acceptance

Action: Adopted Resolution 2025-68 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

Council received a Napa Airport Corporate Center Development Agreement Extension staff report and presentation from Senior Planner William He with Property Development Manager Steven Lay, G3 Enterprises. Exparte disclosures from Vice Mayor Joseph, Councilmember Oro, Councilmember Lamattina, and Mayor Washington. Mayor Washington opened the public hearing and called for public comments. Written comments: none. Oral comments: Ernie Knodel was called to speak. The public comment period and public hearing were closed.

Action: Motion to Waive first reading, read by title only, and introduce Ordinance 2025-03 to approve a Development Agreement (2025-A137) 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) as modified during the meeting. made by Vice Mayor Mark Joseph, seconded by Councilmember David Oro, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: Councilmember Brando Cruz

BUSINESS

17. Parking Restrictions on Broadway and in Municipal Lots

Council received a staff report from Public Works Director Erica Ahman Smithies with Police Chief Rick Greenberg. Mayor Washington opened public comments. Written comments: none. Oral comments: William Baker was called to speak; On the Russell Charpentier was called to speak. The public comment period was closed.

Action: Motion to adopt Resolution 2025-69 restricting overnight parking on Broadway (from 2801 Broadway to southerly City limits) made by Councilmember David Oro, seconded by Vice Mayor Mark Joseph, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: Councilmember Brando Cruz

Action: Motion to adopt Resolution 2025-70 restricting overnight parking on municipal lots made by Councilmember David Oro, seconded by Vice Mayor Mark Joseph, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: Councilmember Brando Cruz

18. Business License Fee Program

Council received a Business License Fee Program staff report and presentation from Finance Director Jemelyn Cruz. Mayor Washington opened public comments. Written comments: none. Oral comments: Valerie Zizak-Morais was called to speak; Barry Christian was called to speak; Joan Bennett was called to speak; Farrah Coloma was called to speak. The public comment period was closed. No council action was requested on this matter.

19. Legal Services Agreement

Council received a staff report from City Manager Jason Holley with Teresa Highsmith of Colantuono, Highsmith & Whatley. Mayor Washington opened public comments. Written comments: none. Oral comments: Joan Bennett was called to speak; Leon Garcia was called to speak; Ken Leary was called to speak; Fran Lemos was called to speak. The public comment period was closed.

Action: Motion to approve by Minute Order 2025-17 a legal services agreement (Agreement 2025-138) with Colantuono, Highsmith & Whatley and approve by Minute Order 2025-18 the appointment of Teresa Highsmith as City Attorney made by Vice Mayor Mark Joseph, seconded by Councilmember David Oro, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: Councilmember Brando Cruz

MANAGEMENT AND STAFF ORAL REPORTS

20. Q1 FY25/26 Capital Project Schedule Update

Council received a Q1 FY25/26 Capital Project Schedule Update from Public Works Director Erica Ahmann Smithies.

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

MAYOR/COUNCIL COMMENTS AND COMMITTEE REPORTS

21. Council Committee Report - Mayor Pierre Washington

22. Council Committee Report - Vice Mayor Mark Joseph

MAYOR/COUNCIL COMMENTS AND COMMITTEE REPORTS

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

FUTURE AGENDA ITEMS

23. Future Agenda Items of Note

ADJOURNMENT

The meeting was adjourned at 9:57 p.m.

CERTIFICATION

Respectfully Submitted,



Taresa Geilfuss, City Clerk

COLANTUONO
HIGHSMITH
WHATLEY, PC

TERESA L. HIGHSMITH | 213-542-5703 | THIGHSMITH@CHWLAW.US

Our File No. 31004.0001

July 30, 2025

ATTORNEY-CLIENT PRIVILEGE
VIA ELECTRONIC MAIL

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

Re: Report Upon Return from Closed Session, Special City Council Closed Session Meeting of the American Canyon City Council of July 29, 2025

This communication sets forth reportable action, if any, of the City Council (“Council”) of the City of American Canyon (“City”), consistent with provisions of the Ralph M. Brown Open Meeting Act (Government Code Section 54950, *et seq.*) resulting from the Closed Session of the Special City Council Closed Session Meeting of July 29, 2025, consistent with Government Code Section 54957.1.

Mayor Washington, Vice Mayor Joseph, Council Members Cruz, Oro and Lamattina convened in Open Session at 4:00 p.m. and after ascertaining that there were no public comments on the matters agendaized for Closed Session consideration, adjourned to Closed Session at 4:00 p.m., to address the Closed Session Agenda.

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

1. Conference with Legal Counsel – Anticipated Litigation Authorized pursuant to Government Code Section 54956.9(d)(2).
Number of Potential Cases: 1

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).

790 E. COLORADO BOULEVARD, SUITE 850, PASADENA, CALIFORNIA 91101-2109 | (213) 542-5700
GRASS VALLEY | ORANGE COUNTY | PASADENA | SACRAMENTO | SAN DIEGO | SONOMA

ATTORNEY-CLIENT PRIVILEGE

The Honorable Pierre Washington, Mayor
City of American Canyon
July 30, 2025
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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).

With respect to Closed Session Agenda Item No. 1., direction was provided to staff and legal counsel, but there was no reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(2).

With respect to Closed Session Agenda Item No. 2.a-d., there was reportable action in the form of unanimous Council direction (5-0) to legal counsel to agree to continue to trial date and stay or post-pone related proceedings regarding the case against the City of Vallejo pertaining to the 1996 water agreement, in furtherance of good faith settlement negotiations between the parties regarding amendments to 1996 water agreement and resulting global resolution of all four litigation matters.

Except as indicated, there was no other reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(1).

The Closed Session concluded at 7:58 p.m.

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

Sincerely,



Teresa L. Highsmith

TLH:mom

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



TITLE

Quarterly Investment Report for City and Fire District for Fiscal Year 2024-25 Quarter 4

RECOMMENDATION

Receive and file the City and Fire District's Treasurer's Report for the quarter ended June 30, 2025.

CONTACT

Jemelyn Cruz, Finance Director

BACKGROUND & ANALYSIS

The City's Investment Policy requires; the Treasurer to submit a quarterly investment report to the City Council. The report (Attachment 1) for the quarter ended June 30, 2025, includes investment transactions for both the City and Fire District. The report shows the City's cash and investment book balance, including debt reserves and unspent proceeds, was \$88,185,879. The Fire District's book balance was \$6,192,755.

- The City's diversified portfolio includes \$19.0 million invested in the California State Treasurer's Office Local Agency Investment Fund (LAIF), \$29.7 million invested in the California Asset Management Program and \$32.3 million managed by Chandler Asset Management. The funds managed by Chandler are invested in U.S. Treasury Notes, Federal Agency Securities, Asset Backed Securities, U.S. Corporate Notes, Supranational Securities, and FDIC insured Corporate Notes.
- The Fire District maintains cash and investment accounts separately from the City. The book value of the District's total portfolio is \$5.8 million. All cash not needed to meet the current operational requirements of the Fire District is invested with Local Agency Investment Fund (LAIF).

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

The recommended action will have no impact on the city's budget.

ENVIRONMENTAL REVIEW

Not Applicable

COMMUNICATION

Level 0: No Further Public Communication Needed

ATTACHMENTS:

1. [Investment Report June 30, 2025](#)
2. [Chandler Investment Holdings June 30, 2025](#)

**Investment Report
For the Quarter Ended
June 30, 2025**

City of American Canyon



<u>Operating and Capital Funds</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Book Yield</u> ⁽¹⁾	<u>% of Portfolio</u>
Cash - Petty/Registers	\$ 2,000	\$ 2,000		0.00%
Cash - Westamerica Bank	2,000,370	2,000,370	0.30%	2.47%
Local Agency Investment Fund	18,984,091	19,006,839	4.40%	23.45%
California Asset Management Program	29,671,696	29,671,696	4.40%	36.65%
Asset Backed Securities	1,161,742	1,168,567	4.27%	1.44%
Federal Agency Securities	3,137,376	3,161,200	4.06%	3.88%
Collateral Mortgage Obligations	918,879	926,710	4.05%	1.14%
Corporate Notes	7,272,053	7,303,208	4.32%	8.98%
Money Market Fund	169,339	169,339	3.96%	0.21%
Cash	791	791		0.00%
Supranational	1,181,182	1,195,003	3.93%	1.46%
U.S. Treasury Notes	16,449,670	16,522,999	3.97%	20.32%
TOTAL OPERATING CASH	80,949,187	81,128,722		100.00%
<u>Debt Reserves and Proceeds</u>				
Debt Service Reserves				
602 - American Canyon Road	726,225	726,225		
603 - CFD	5,834,397	5,834,397		
Capital Reserve				
601 - 2004 Reassessment	351,942	351,942		
360 - AmCyn Road East	324,128	324,128		
TOTAL DEBT & CAPITAL RESERVES	7,236,692	7,236,692		
TOTAL CASH AND INVESTMENTS - CITY	\$ 88,185,879	\$ 88,365,414		

(1) The weighted average yield as operating and capital funds for the month ended June 30, 2025 was 4.18%.

**Investment Report
For the Quarter Ended
June 30, 2025**



American Canyon Fire Protection District

Description	Book Value	Market Value	Book Yield ⁽²⁾	% of Portfolio
Cash - Westamerica Bank	\$ 333,958	333,958	0.30%	5.39%
Local Agency Investment Fund	5,858,798	5,865,819	4.40%	94.61%
TOTAL CASH AND INVESTMENTS - FIRE DISTRICT	\$ 6,192,755	\$ 6,199,776		100.00%

(2) The weighted average yield for the month ended June 30, 2025 was 4.18%.

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

Submitted,

Jemelyn Cruz
Finance Director/Treasurer



MONTHLY ACCOUNT STATEMENT

City of American Canyon | Account #10130 | As of June 30, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

US Bank

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY



City of American Canyon | Account #10130 | As of June 30, 2025

Portfolio Characteristics

Average Modified Duration	2.53
Average Coupon	3.58%
Average Purchase YTM	3.78%
Average Market YTM	3.97%
Average Credit Quality*	AA
Average Final Maturity	2.88
Average Life	2.58

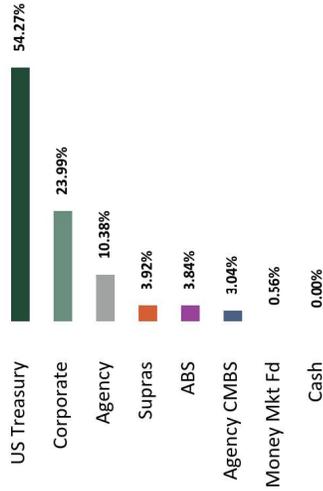
Account Summary

	End Values as of 05/31/2025	End Values as of 06/30/2025
Market Value	30,204,569.17	30,447,817.39
Accrued Interest	249,242.22	245,347.34
Total Market Value	30,453,811.38	30,693,164.73
Income Earned	67,198.36	120,552.18
Cont/WD	0.00	0.00
Par	30,355,828.62	30,446,990.98
Book Value	30,193,897.39	30,291,031.26
Cost Value	30,091,675.10	30,183,813.88

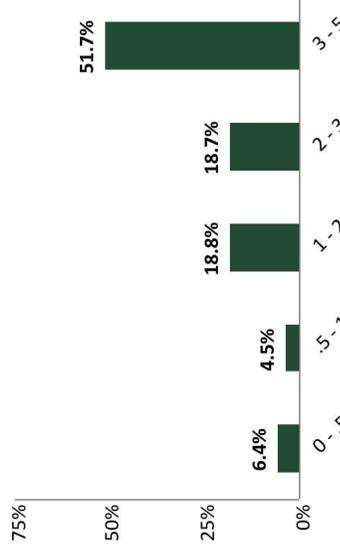
Top Issuers

Government of The United States	54.27%
Federal Home Loan Banks	4.26%
FHLMC	3.04%
Farm Credit System	2.62%
International Bank for Recon and Dev	2.49%
FNMA	1.97%
Federal Home Loan Mortgage Corp	1.53%
JPMorgan Chase & Co.	1.32%

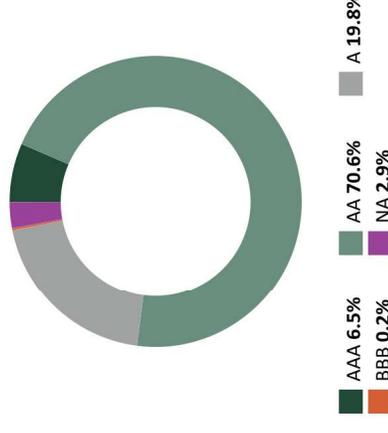
Sector Allocation



Maturity Distribution



Credit Quality (S&P)



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (07/01/10)
City of American Canyon	0.79%	1.53%	3.62%	6.25%	5.44%	3.73%	1.32%	1.91%	1.77%
Benchmark Return	0.74%	1.36%	3.39%	6.06%	5.11%	3.24%	0.92%	1.61%	1.53%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
 **Periods over 1 year are annualized.
 Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index Secondary Benchmark:

STATEMENT OF COMPLIANCE



City of American Canyon | Account #10130 | As of June 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	100.0	3.0	Compliant	
Max % Issuer (MV)	30.0	3.0	Compliant	
Max Maturity (Years)	5.0	4.3	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV)	20.0	3.8	Compliant	
Max % Issuer (MV)	5.0	0.8	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED BANK DEPOSITS				
Max % Issuer (MV)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	24.0	Compliant	
Max % Issuer (MV)	5.0	1.3	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE



City of American Canyon | Account #10130 | As of June 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	10.4	Compliant	
Max % Issuer (MV)	30.0	4.3	Compliant	
Max Callables (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	3	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.6	Compliant	
Max % Issuer (MV)	20.0	0.6	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE



City of American Canyon | Account #10130 | As of June 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max Maturity (Years)	1.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	3.9	Compliant	
Max % Issuer (MV)	10.0	2.5	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	54.3	Compliant	
Max Maturity (Years)	5	4	Compliant	

RECONCILIATION SUMMARY

City of American Canyon | Account #10130 | As of June 30, 2025



Maturities / Calls	
Month to Date	(200,000.00)
Fiscal Year to Date	(990,000.00)
Principal Paydowns	
Month to Date	(46,217.20)
Fiscal Year to Date	(1,089,350.80)
Purchases	
Month to Date	743,853.44
Fiscal Year to Date	18,914,955.88

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Book Value	30,193,897.39	24,562,565.58
Maturities/Calls	(200,000.00)	(990,000.00)
Principal Paydowns	(46,217.20)	(1,089,350.80)
Purchases	743,853.44	18,914,955.88
Sales	(377,624.24)	(11,036,886.89)
Change in Cash, Payables, Receivables	(27,209.02)	(17,657.08)
Amortization/Accretion	4,330.88	39,960.85
Realized Gain (Loss)	0.02	(92,556.27)
Ending Book Value	30,291,031.26	30,291,031.26

Sales	
Month to Date	(377,624.24)
Fiscal Year to Date	(11,036,886.89)
Interest Received	
Month to Date	121,099.78
Fiscal Year to Date	838,152.66
Purchased / Sold Interest	
Month to Date	(983.61)
Fiscal Year to Date	(38,184.43)

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Market Value	30,204,569.17	23,913,728.98
Maturities/Calls	(200,000.00)	(990,000.00)
Principal Paydowns	(46,217.20)	(1,089,350.80)
Purchases	743,853.44	18,914,955.88
Sales	(377,624.24)	(11,036,886.89)
Change in Cash, Payables, Receivables	(27,209.02)	(17,657.08)
Amortization/Accretion	4,330.88	39,960.85
Change in Net Unrealized Gain (Loss)	146,114.35	805,622.73
Realized Gain (Loss)	0.02	(92,556.27)
Ending Market Value	30,447,817.39	30,447,817.39

HOLDINGS REPORT



City of American Canyon | Account #10130 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
43815BAC4	HAROT 2022-1 A3 1.88 05/15/2026	7,646.52	02/15/2022 1.89%	7,645.37 7,646.31	99.80 4.77%	7,631.04 6.39	0.03% (15.27)	Aaa/AAA NA	0.87 0.07
05602RAD3	BMWOT 2022-A A3 3.21 08/25/2026	6,981.60	05/10/2022 3.63%	6,981.24 6,981.52	99.82 4.56%	6,969.00 3.74	0.02% (12.53)	Aaa/AAA NA	1.15 0.14
89238FAD5	TAOT 2022-B A3 2.93 09/15/2026	12,473.68	04/07/2022 3.09%	12,473.38 12,473.61	99.75 4.58%	12,442.52 16.24	0.04% (31.10)	Aaa/AAA NA	1.21 0.15
47787JAC2	JDOT 2022 A3 2.32 09/15/2026	9,836.38	03/10/2022 2.34%	9,834.21 9,835.84	99.72 4.16%	9,808.41 10.14	0.03% (27.43)	Aaa/NA AAA	1.21 0.15
362554AC1	GMCAR 2021-4 A3 0.68 09/16/2026	151.22	10/13/2021 0.68%	151.22 151.22	99.84 4.51%	150.99 0.04	0.00% (0.24)	Aaa/AAA NA	1.21 0.04
448977AD0	HART 2022-A A3 2.22 10/15/2026	4,567.42	03/09/2022 2.23%	4,567.24 4,567.38	99.83 4.49%	4,559.80 4.51	0.01% (7.58)	NA/AAA AAA	1.29 0.07
380146AC4	GMCAR 2022-1 A3 1.26 11/16/2026	1,539.48	01/11/2022 1.24%	1,539.35 1,539.45	99.86 4.72%	1,537.30 0.81	0.01% (2.16)	NA/AAA AAA	1.38 0.04
362585AC5	GMCAR 2022-2 A3 3.1 02/16/2027	15,130.43	04/05/2022 3.13%	15,127.27 15,129.45	99.65 4.83%	15,078.18 19.54	0.05% (51.27)	Aaa/AAA NA	1.63 0.20
47800AAC4	JDOT 2022-B A3 3.74 02/16/2027	29,385.12	07/12/2022 3.77%	29,382.32 29,384.25	99.68 4.66%	29,290.00 48.84	0.10% (94.25)	Aaa/NA AAA	1.63 0.36
47800BAC2	JDOT 2022-C A3 5.09 06/15/2027	71,550.05	10/12/2022 3.29%	71,544.50 71,547.85	100.27 4.59%	71,742.03 161.86	0.24% 194.18	Aaa/NA AAA	1.96 0.48
58768PAC8	MBART 2022-1 A3 5.21 08/16/2027	93,740.07	11/15/2022 5.27%	93,721.53 93,732.01	100.31 4.55%	94,029.94 217.06	0.31% 297.93	Aaa/AAA NA	2.13 0.43
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	33,858.78	07/11/2023 5.47%	33,852.78 33,855.33	100.59 4.49%	34,059.99 30.87	0.11% 204.66	NA/AAA AAA	2.66 0.57
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	255,000.00	09/07/2023 5.23%	254,929.31 254,954.65	101.16 4.21%	257,947.01 584.80	0.85% 2,992.36	NA/AAA AAA	3.21 1.14
43813YAC6	HAROT 2024-3 A3 4.57 03/21/2029	150,000.00	08/09/2024 4.66%	149,976.44 149,980.86	100.54 4.21%	150,816.41 190.42	0.50% 835.54	Aaa/NA AAA	3.72 1.35
34535VAD6	FORDO 2024-D A3 4.61 08/15/2029	145,000.00	11/19/2024 4.66%	144,995.35 144,995.95	101.00 4.08%	146,451.07 297.09	0.48% 1,455.13	Aaa/NA AAA	4.13 1.73
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	145,000.00	03/04/2025 5.09%	144,990.88 144,991.50	100.25 4.16%	145,358.09 272.60	0.48% 366.59	Aaa/NA AAA	4.22 2.18
44935CAD3	HART 2025-A A3 4.32 10/15/2029	180,000.00	03/04/2025 4.84%	179,973.45 179,975.21	100.39 4.16%	180,695.27 345.60	0.59% 720.06	NA/AAA AAA	4.29 1.98

HOLDINGS REPORT



City of American Canyon | Account #10130 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
Total ABS		1,161,860.77	4.74%	1,161,685.85 1,161,742.39	100.58 4.27%	1,168,567.02 2,210.55	3.84% 6,824.64		3.37 1.32

AGENCY									
3137EAEU9	FEDERAL HOME LOAN MORTGAGE CORP 0.375 07/21/2025	190,000.00	07/21/2020 0.48%	189,053.80 189,989.63	99.78 4.31%	189,585.32 316.67	0.62% (404.31)	Aa1/AA+ AA+	0.06 0.06
3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025	305,000.00	08/25/2020 0.47%	303,572.60 304,956.96	99.39 4.48%	303,130.66 400.31	1.00% (1,826.30)	Aa1/AA+ AA+	0.15 0.15
3137EAEX3	FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025	280,000.00	09/23/2020 0.44%	279,157.20 279,961.19	99.09 4.41%	277,448.80 285.83	0.91% (2,512.38)	Aa1/AA+ AA+	0.23 0.23
3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025	300,000.00	11/09/2020 0.57%	298,926.00 299,923.92	98.68 4.32%	296,040.44 225.00	0.97% (3,883.48)	Aa1/AA+ AA+	0.36 0.34
3130ATUC9	FEDERAL HOME LOAN BANKS 4.5 12/12/2025	450,000.00	02/08/2023 4.21%	453,393.00 450,536.60	100.06 4.34%	450,290.95 1,068.75	1.48% (245.65)	Aa1/AA+ AA+	0.45 0.44
3130AWMN7	FEDERAL HOME LOAN BANKS 4.375 06/09/2028	300,000.00	07/26/2023 4.27%	301,350.00 300,815.01	101.84 3.71%	305,505.42 802.08	1.00% 4,690.41	Aa1/AA+ AA+	2.94 2.73
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	280,000.00	09/12/2023 4.51%	278,350.80 278,945.49	101.97 3.71%	285,504.65 3,845.14	0.94% 6,559.16	Aa1/AA+ AA+	3.19 2.92
3133EPWK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 09/22/2028	280,000.00	09/22/2023 4.66%	278,023.20 278,722.23	102.15 3.78%	286,030.51 3,465.00	0.94% 7,308.28	Aa1/AA+ AA+	3.23 2.95
3133EPN50	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.25 12/15/2028	250,000.00	12/28/2023 3.88%	254,180.00 252,911.94	101.62 3.75%	254,043.95 472.22	0.83% 1,132.02	Aa1/AA+ AA+	3.46 3.19
3130AVBD3	FEDERAL HOME LOAN BANKS 4.5 03/09/2029	250,000.00	04/22/2024 4.71%	247,680.00 248,245.35	102.49 3.77%	256,233.73 3,500.00	0.84% 7,988.39	Aa1/AA+ AA+	3.69 3.34
3133ERD1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029	250,000.00	05/21/2024 4.47%	253,052.50 252,367.21	102.95 3.91%	257,385.69 2,012.15	0.85% 5,018.48	Aa1/AA+ AA+	3.83 3.46
Total Agency		3,135,000.00	3.06%	3,136,739.10 3,137,375.51	100.86 4.06%	3,161,200.13 16,393.16	10.38% 23,824.62		1.89 1.73

AGENCY CMBS									
3137FG6X8	FHMS K-077 A2 3.85 05/25/2028	460,000.00	05/24/2023 4.65%	451,554.69 455,138.55	99.43 4.00%	457,393.64 1,475.83	1.50% 2,255.09	Aa1/AA+ AAA	2.90 2.62
3137FQ3Z4	FHMS K-101 A2 2.524 10/25/2029	500,000.00	03/13/2025 4.41%	461,289.06 463,740.60	93.86 4.09%	469,316.60 1,051.67	1.54% 5,576.00	Aa1/AA+ AA+	4.32 3.95

HOLDINGS REPORT



City of American Canyon | Account #10130 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date	Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
Total Agency CMBS		960,000.00	4.53%		912,843.75 918,879.14	96.61 4.05%	926,710.24 2,527.50	3.04% 7,831.10		3.62 3.29
CASH										
CCYUSD	Receivable	791.36	--		791.36 791.36	1.00 0.00%	791.36 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		791.36			791.36 791.36	1.00 0.00%	791.36 0.00	0.00% 0.00		0.00 0.00
CORPORATE										
91324PEC2	UNITEDHEALTH GROUP INC 1.15 05/15/2026	350,000.00	--	1.43%	345,778.05 349,162.90	97.21 4.45%	340,219.76 514.31	1.12% (8,943.14)	A2/A+ A	0.87 0.85
89236TJK2	TOYOTA MOTOR CREDIT CORP 1.125 06/18/2026	350,000.00	--	1.15%	349,529.80 349,905.27	97.05 4.28%	339,687.50 142.19	1.12% (10,217.77)	A1/A+ A+	0.97 0.94
06368FAC3	BANK OF MONTREAL 1.25 09/15/2026	100,000.00	09/23/2021	1.39%	99,311.00 99,832.50	96.49 4.27%	96,487.36 368.06	0.32% (3,345.13)	A2/A- AA-	1.21 1.17
93114ZER0	WALMART INC 1.05 09/17/2026	40,000.00	09/08/2021	1.09%	39,924.40 39,981.66	96.64 3.91%	38,657.88 121.33	0.13% (1,323.78)	Aa2/AA AA	1.22 1.18
89114TZN5	TORONTO-DOMINION BANK 1.95 01/12/2027	300,000.00	01/25/2022	2.11%	297,689.85 299,285.65	96.68 4.21%	290,030.71 2,746.25	0.95% (9,254.95)	A2/A- AA-	1.54 1.47
87612EBM7	TARGET CORP 1.95 01/15/2027	135,000.00	01/19/2022	1.99%	134,770.50 134,928.89	96.86 4.08%	130,760.33 1,213.88	0.43% (4,168.56)	A2/A A	1.54 1.48
808513BY0	CHARLES SCHWAB CORP 2.45 03/03/2027	75,000.00	03/01/2022	2.47%	74,919.00 74,972.94	97.18 4.21%	72,886.77 602.29	0.24% (2,086.17)	A2/A- A	1.67 1.60
084664CZ2	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027	220,000.00	03/07/2022	2.30%	219,958.20 219,985.76	97.49 3.83%	214,479.45 1,489.89	0.70% (5,506.31)	Aa2/AA A+	1.71 1.64
023135CF1	AMAZON.COM INC 3.3 04/13/2027	150,000.00	04/25/2022	3.34%	149,740.50 149,906.77	98.90 3.95%	148,343.72 1,072.50	0.49% (1,563.05)	A1/AA AA-	1.79 1.70
74340XBN0	PROLOGIS LP 2.125 04/15/2027	325,000.00	11/09/2022	5.15%	286,419.25 309,381.13	96.65 4.09%	314,096.99 1,457.99	1.03% 4,715.86	A2/A NA	1.79 1.72
927804GH1	VIRGINIA ELECTRIC AND POWER CO 3.75 05/15/2027	65,000.00	05/16/2022	3.82%	64,797.20 64,923.47	99.27 4.16%	64,524.81 311.46	0.21% (398.67)	A3/BBB+ A	1.87 1.78
14913R3A3	CATERPILLAR FINANCIAL SERVICES CORP 3.6 08/12/2027	180,000.00	08/22/2022	3.81%	178,277.40 179,266.90	99.01 4.09%	178,221.18 2,502.00	0.59% (1,045.72)	A2/A A+	2.12 1.99
93114ZEX7	WALMART INC 3.95 09/09/2027	140,000.00	--	3.98%	139,833.40 139,927.43	100.09 3.91%	140,122.11 1,720.44	0.46% 194.68	Aa2/AA AA	2.19 1.98

HOLDINGS REPORT



City of American Canyon | Account #10130 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
06051GGF0	BANK OF AMERICA CORP 3.824 01/20/2028	200,000.00	04/10/2023 5.53%	191,298.00 196,415.71	99.13 5.07%	198,256.97 3,420.36	0.65% 1,841.26	A1/A- AA-	2.56 1.46
79466LAF1	SALESFORCE INC 3.7 04/11/2028	250,000.00	08/23/2023 4.84%	238,280.00 242,965.23	99.31 3.96%	248,271.73 2,055.56	0.82% 5,306.50	A1/A+ NA	2.78 2.59
74456QBU9	PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028	250,000.00	09/06/2023 5.10%	235,697.50 241,276.91	99.12 4.03%	247,802.96 1,541.67	0.81% 6,526.05	A1/A NA	2.84 2.65
037833ET3	APPLE INC 4.0 05/10/2028	50,000.00	05/08/2023 4.04%	49,903.50 49,944.86	100.35 3.87%	50,176.35 283.33	0.16% 231.50	Aaa/AA+ NA	2.86 2.59
02665WEM9	AMERICAN HONDA FINANCE CORP 5.125 07/07/2028	200,000.00	08/17/2023 5.33%	198,238.00 198,910.37	102.03 4.40%	204,058.56 4,954.17	0.67% 5,148.20	A3/A- A	3.02 2.71
46647PDG8	JPMORGAN CHASE & CO 4.851 07/25/2028	200,000.00	08/04/2023 5.68%	197,018.00 198,446.15	101.04 4.96%	202,084.98 4,204.20	0.66% 3,638.83	A1/A AA-	3.07 1.91
69371RS80	PACCAR FINANCIAL CORP 4.6 01/31/2029	305,000.00	01/24/2024 4.64%	304,502.85 304,643.53	101.37 4.18%	309,170.97 5,884.81	1.02% 4,527.44	A1/A+ NA	3.59 3.22
78016HZV5	ROYAL BANK OF CANADA 4.95 02/01/2029	300,000.00	08/26/2024 4.30%	307,740.00 306,267.54	102.29 4.25%	306,871.71 6,187.50	1.01% 604.17	A1/A AA-	3.59 3.20
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	275,000.00	03/14/2024 4.74%	276,287.00 275,946.22	102.48 4.11%	281,813.00 4,631.08	0.93% 5,866.79	A1/AA- NA	3.66 3.21
61747YFD2	MORGAN STANLEY 5.164 04/20/2029	300,000.00	05/30/2024 5.44%	297,084.00 297,897.19	101.96 4.80%	305,880.05 3,055.37	1.00% 7,982.85	A1/A- A+	3.80 2.57
91159HJM3	US BANCORP 5.775 06/12/2029	300,000.00	06/20/2024 5.26%	305,430.00 304,027.62	103.84 4.85%	311,522.82 914.38	1.02% 7,495.20	A3/A A	3.95 2.69
437076DC3	HOME DEPOT INC 4.75 06/25/2029	105,000.00	06/17/2024 4.90%	104,322.75 104,460.35	102.07 4.18%	107,176.93 83.13	0.35% 2,716.57	A2/A A	3.99 3.53
756109CB8	REALTY INCOME CORP 4.0 07/15/2029	300,000.00	09/27/2024 4.32%	295,881.00 296,526.29	98.73 4.35%	296,177.55 5,533.33	0.97% (348.74)	A3/A- NA	4.04 3.62
171239AL0	CHUBB INA HOLDINGS LLC 4.65 08/15/2029	300,000.00	09/19/2024 4.06%	307,731.00 306,482.79	101.70 4.19%	305,113.07 5,270.00	1.00% (1,369.72)	A2/A A	4.13 3.59
46647PAX4	JPMORGAN CHASE & CO 4.452 12/05/2029	200,000.00	12/09/2024 4.72%	198,072.00 198,340.81	100.19 4.71%	200,375.26 643.07	0.66% 2,034.45	A1/A AA-	4.43 3.14
26442CBA1	DUKE ENERGY CAROLINAS LLC 2.45 02/01/2030	350,000.00	02/26/2025 4.69%	315,857.50 318,191.87	92.39 4.30%	323,372.18 3,572.92	1.06% 5,180.31	Aa3/A NA	4.59 4.21
63743HFX5	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030	320,000.00	--- 4.92%	320,421.70 320,399.75	102.28 4.40%	327,308.31 6,336.00	1.07% 6,908.56	A2/NA A	4.61 3.94

HOLDINGS REPORT



City of American Canyon | Account #10130 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
857477CW1	STATE STREET CORP 4.729 02/28/2030	350,000.00	02/28/2025 4.64%	351,074.50 351,000.87	101.52 4.36%	355,308.42 5,655.10	1.17% 4,307.55	Aa3/A AA-	4.67 4.02
571748CA8	MARSH & MCLENNAN COMPANIES INC 4.65 03/15/2030	350,000.00	03/14/2025 4.76%	348,351.50 348,447.30	101.13 4.38%	353,947.32 4,792.08	1.16% 5,500.02	A3/A- A-	4.71 4.07
Total Corporate		7,335,000.00	4.11%	7,224,139.35 7,272,052.62	99.64 4.32%	7,303,207.68 83,280.60	23.99% 31,155.06		3.09 2.64

MONEY MARKET FUND

31846V203	FIRST AMER:GVT OBLG Y	169,338.85	-- 3.96%	169,338.85 169,338.85	1.00 3.96%	169,338.85 0.00	0.56% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		169,338.85	3.96%	169,338.85 169,338.85	1.00 3.96%	169,338.85 0.00	0.56% 0.00		0.00 0.00

SUPRANATIONAL

459058JL8	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 0.5 10/28/2025	250,000.00	10/21/2020 0.52%	249,717.50 249,981.59	98.74 4.43%	246,849.55 218.75	0.81% (3,132.04)	Aaa/AAA NA	0.33 0.32
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	210,000.00	11/28/2023 4.55%	200,928.00 204,043.47	99.26 3.76%	208,436.60 3,450.42	0.68% 4,393.13	Aaa/AAA NA	3.03 2.80
45950KDD9	INTERNATIONAL FINANCE CORP 4-5 07/13/2028	130,000.00	07/06/2023 4.53%	129,855.70 129,912.49	102.12 3.75%	132,753.58 2,730.00	0.44% 2,841.09	Aaa/AAA NA	3.04 2.76
4581X0EN4	INTER-AMERICAN DEVELOPMENT BANK 4.125 02/15/2029	300,000.00	02/15/2024 4.31%	297,534.00 298,206.67	101.10 3.80%	303,287.93 4,675.00	1.00% 5,081.27	Aaa/AAA NA	3.63 3.29
459058LR2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030	300,000.00	03/14/2025 4.20%	298,980.00 299,037.54	101.23 3.84%	303,675.28 3,471.88	1.00% 4,637.75	Aaa/AAA NA	4.72 4.21
Total Supranational		1,190,000.00	3.57%	1,177,015.20 1,181,181.75	100.43 3.93%	1,195,002.94 14,546.04	3.92% 13,821.19		3.05 2.77

US TREASURY

HOLDINGS REPORT



City of American Canyon | Account #10130 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CBC4	UNITED STATES TREASURY 0.375 12/31/2025	350,000.00	-- 0.71%	345,037.74 349,418.85	98.11 4.27%	343,369.14 3.57	1.13% (6,049.71)	Aa1/AA+ AA+	0.50 0.49
91282CKK6	UNITED STATES TREASURY 4.875 04/30/2026	325,000.00	03/19/2025 4.15%	327,513.67 326,875.97	100.63 4.10%	327,031.25 2,669.33	1.07% 155.28	Aa1/AA+ AA+	0.83 0.80
91282CCP4	UNITED STATES TREASURY 0.625 07/31/2026	350,000.00	-- 1.04%	343,220.70 348,467.64	96.47 3.99%	337,654.30 912.47	1.11% (10,813.35)	Aa1/AA+ AA+	1.08 1.06
91282CCW9	UNITED STATES TREASURY 0.75 08/31/2026	650,000.00	-- 0.88%	645,862.26 649,022.05	96.38 3.96%	626,462.89 1,629.42	2.06% (22,559.17)	Aa1/AA+ AA+	1.17 1.14
91282CDG3	UNITED STATES TREASURY 1.125 10/31/2026	700,000.00	-- 1.28%	694,789.06 698,586.14	96.43 3.90%	675,035.16 1,326.77	2.22% (23,550.98)	Aa1/AA+ AA+	1.34 1.30
91282CJP7	UNITED STATES TREASURY 4.375 12/15/2026	400,000.00	02/26/2025 4.14%	401,609.38 401,305.17	100.75 3.84%	402,984.38 765.03	1.32% 1,679.21	Aa1/AA+ AA+	1.46 1.40
91282CMH1	UNITED STATES TREASURY 4.125 01/31/2027	400,000.00	02/28/2025 4.06%	400,500.00 400,412.39	100.46 3.82%	401,828.12 6,882.60	1.32% 1,415.73	Aa1/AA+ AA+	1.59 1.49
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	350,000.00	09/27/2022 4.25%	325,035.16 340,317.59	97.86 3.77%	342,521.48 2,199.45	1.12% 2,203.90	Aa1/AA+ AA+	1.75 1.68
91282CEN7	UNITED STATES TREASURY 2.75 04/30/2027	400,000.00	06/13/2022 3.43%	387,734.38 395,399.53	98.23 3.76%	392,906.25 1,853.26	1.29% (2,493.28)	Aa1/AA+ AA+	1.83 1.76
91282CKR1	UNITED STATES TREASURY 4.5 05/15/2027	325,000.00	05/30/2025 3.96%	328,250.00 328,104.55	101.32 3.76%	329,278.32 1,867.87	1.08% 1,173.77	Aa1/AA+ AA+	1.87 1.77
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	700,000.00	-- 2.97%	708,996.10 703,641.61	99.11 3.72%	693,738.28 61.82	2.28% (9,903.32)	Aa1/AA+ AA+	2.00 1.91
91282CKZ3	UNITED STATES TREASURY 4.375 07/15/2027	275,000.00	10/28/2024 4.07%	277,126.95 276,600.05	101.25 3.73%	278,426.76 5,550.33	0.91% 1,826.71	Aa1/AA+ AA+	2.04 1.90
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	250,000.00	09/08/2022 3.36%	247,275.39 248,813.89	98.77 3.72%	246,923.83 2,611.24	0.81% (1,890.06)	Aa1/AA+ AA+	2.17 2.05
91282CFM8	UNITED STATES TREASURY 4.125 09/30/2027	280,000.00	12/20/2022 3.84%	283,401.56 281,601.31	100.91 3.70%	282,548.44 2,903.28	0.93% 947.13	Aa1/AA+ AA+	2.25 2.11
91282CFU0	UNITED STATES TREASURY 4.125 10/31/2027	280,000.00	01/09/2023 3.67%	285,490.63 282,665.54	100.91 3.71%	282,559.37 1,945.92	0.93% (106.16)	Aa1/AA+ AA+	2.34 2.19
91282CLX7	UNITED STATES TREASURY 4.125 11/15/2027	400,000.00	02/26/2025 4.11%	400,109.38 400,095.69	100.93 3.71%	403,703.12 2,107.34	1.33% 3,607.43	Aa1/AA+ AA+	2.38 2.23
91282CGC9	UNITED STATES TREASURY 3.875 12/31/2027	280,000.00	01/26/2023 3.62%	283,215.63 281,631.95	100.42 3.70%	281,181.25 29.48	0.92% (450.70)	Aa1/AA+ AA+	2.50 2.36
9128283W8	UNITED STATES TREASURY 2.75 02/15/2028	300,000.00	03/08/2023 4.37%	278,660.16 288,655.82	97.62 3.71%	292,863.28 3,099.45	0.96% 4,207.47	Aa1/AA+ AA+	2.63 2.48

HOLDINGS REPORT



City of American Canyon | Account #10130 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CGP0	UNITED STATES TREASURY 4.0 02/29/2028	400,000.00	02/26/2025 4.12%	398,687.50 398,835.86	100.76 3.70%	403,031.25 5,347.83	1.32% 4,195.39	Aa1/AA+ AA+	2.67 2.48
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	450,000.00	-- 3.63%	449,876.96 449,931.54	99.83 3.69%	449,226.56 4,100.41	1.48% (704.98)	Aa1/AA+ AA+	2.75 2.57
91282CHA2	UNITED STATES TREASURY 3.5 04/30/2028	575,000.00	-- 3.61%	572,176.76 573,382.10	99.46 3.70%	571,877.93 3,390.63	1.88% (1,504.18)	Aa1/AA+ AA+	2.84 2.66
91282CHE4	UNITED STATES TREASURY 3.625 05/31/2028	250,000.00	06/15/2023 3.95%	246,347.66 247,852.16	99.79 3.70%	249,472.66 767.59	0.82% 1,620.50	Aa1/AA+ AA+	2.92 2.73
91282CHQ7	UNITED STATES TREASURY 4.125 07/31/2028	430,000.00	-- 4.64%	420,509.38 423,958.62	101.21 3.71%	435,190.23 7,398.79	1.43% 11,231.62	Aa1/AA+ AA+	3.08 2.83
91282CHX2	UNITED STATES TREASURY 4.375 08/31/2028	450,000.00	-- 4.53%	446,964.85 448,051.58	101.97 3.71%	458,876.95 6,580.33	1.51% 10,825.37	Aa1/AA+ AA+	3.17 2.90
91282CJAO	UNITED STATES TREASURY 4.625 09/30/2028	450,000.00	10/19/2023 4.97%	443,285.16 445,589.09	102.77 3.71%	462,462.89 5,231.56	1.52% 16,873.80	Aa1/AA+ AA+	3.25 2.97
91282CJN2	UNITED STATES TREASURY 4.375 11/30/2028	350,000.00	12/21/2023 3.82%	358,599.61 355,945.88	102.08 3.72%	357,287.11 1,296.96	1.17% 1,341.23	Aa1/AA+ AA+	3.42 3.14
91282CJW2	UNITED STATES TREASURY 4.0 01/31/2029	450,000.00	-- 4.20%	446,181.64 447,155.56	100.90 3.73%	454,060.55 7,508.29	1.49% 6,904.99	Aa1/AA+ AA+	3.59 3.26
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	300,000.00	02/27/2024 4.30%	299,378.91 299,544.90	101.76 3.73%	305,285.16 4,261.55	1.00% 5,740.26	Aa1/AA+ AA+	3.67 3.33
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	400,000.00	-- 4.32%	396,410.15 397,377.02	101.35 3.73%	405,406.25 4,147.54	1.33% 8,029.22	Aa1/AA+ AA+	3.75 3.42
91282CKP5	UNITED STATES TREASURY 4.625 04/30/2029	400,000.00	04/29/2024 4.66%	399,296.88 399,461.30	103.13 3.74%	412,500.00 3,116.85	1.35% 13,038.70	Aa1/AA+ AA+	3.83 3.47
91282CKT7	UNITED STATES TREASURY 4.5 05/31/2029	350,000.00	06/26/2024 4.33%	352,570.31 352,043.10	102.73 3.74%	359,542.97 1,334.02	1.18% 7,499.86	Aa1/AA+ AA+	3.92 3.56
91282CKX8	UNITED STATES TREASURY 4.25 06/30/2029	450,000.00	-- 3.97%	455,619.14 454,604.92	101.86 3.74%	458,367.19 51.97	1.51% 3,762.27	Aa1/AA+ AA+	4.00 3.65
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	350,000.00	07/30/2024 4.08%	348,796.88 349,017.61	100.93 3.75%	353,267.58 5,839.78	1.16% 4,249.97	Aa1/AA+ AA+	4.08 3.68
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	500,000.00	-- 3.52%	491,214.84 492,599.30	97.59 3.76%	487,929.69 5,222.49	1.60% (4,669.61)	Aa1/AA+ AA+	4.17 3.82
91282CLN9	UNITED STATES TREASURY 3.5 09/30/2029	325,000.00	01/28/2025 4.37%	313,193.36 314,252.84	98.99 3.76%	321,724.61 2,859.29	1.06% 7,471.77	Aa1/AA+ AA+	4.25 3.88
91282CLRO	UNITED STATES TREASURY 4.125 10/31/2029	325,000.00	12/17/2024 4.29%	322,676.76 322,931.56	101.43 3.76%	329,646.49 2,258.66	1.08% 6,714.93	Aa1/AA+ AA+	4.34 3.91

HOLDINGS REPORT



City of American Canyon | Account #10130 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CMA6	UNITED STATES TREASURY 4.125 11/30/2029	300,000.00	12/09/2024 4.07%	300,750.00 300,666.16	101.47 3.76%	304,406.40 1,048.16	1.00% 3,740.24	Aa1/AA+ AA+	4.42 4.00
91282CMD0	UNITED STATES TREASURY 4.375 12/31/2029	425,000.00	-- 4.38%	424,895.51 424,906.44	102.48 3.77%	435,541.99 50.53	1.43% 10,635.56	Aa1/AA+ AA+	4.50 4.06
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	400,000.00	02/26/2025 4.14%	401,843.75 401,716.67	101.97 3.78%	407,890.62 7,091.16	1.34% 6,173.96	Aa1/AA+ AA+	4.59 4.07
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	400,000.00	03/10/2025 4.00%	400,031.25 400,029.32	100.97 3.77%	403,890.62 5,347.83	1.33% 3,861.30	Aa1/AA+ AA+	4.67 4.17
91282CMZ1	UNITED STATES TREASURY 3.875 04/30/2030	375,000.00	05/19/2025 4.09%	371,484.38 371,566.14	100.39 3.78%	376,464.84 2,448.20	1.24% 4,898.71	Aa1/AA+ AA+	4.83 4.34
91282CNG2	UNITED STATES TREASURY 4.0 05/31/2030	375,000.00	06/23/2025 3.90%	376,640.63 376,634.26	100.97 3.78%	378,633.00 1,270.49	1.24% 1,998.74	Aa1/AA+ AA+	4.92 4.42
Total US Treasury		16,495,000.00	3.67%	16,401,260.42 16,449,669.64	100.20 3.78%	16,522,999.16 126,389.49	54.27% 73,329.52		2.91 2.68
Total Portfolio		30,446,990.98	3.78%	30,183,813.88	99.50	30,447,817.39	100.00%		2.88
Total Market Value + Accrued				30,291,031.26	3.97%	245,347.34	156,786.13		2.53
				30,693,164.73					



TITLE

City Investment Policy

RECOMMENDATION

Adopt a Resolution amending the City's Investment Policy.

CONTACT

Jemelyn Cruz, Finance Director/Treasurer

BACKGROUND & ANALYSIS

The City's Investment Policy requires the Treasurer/Finance Director to submit a written allowable policy to the City Council annually within 120 days of the end of the fiscal year. The Policy defines the scope and authority for investment activities, objectives, strategies, allowable investments, and reporting requirements.

The City contracts with Chandler Asset Management to assist in the management of this City's pooled cash investment portfolio. The City also maintains investments with the California Local Agency Investment Fund (LAIF) and the California Asset Management Program (CAMP). The revised policy incorporates the following updates,

- Section Ten: Allowable Investment Instruments
 - 10.2.14 Local Government Investment Pools (LGIP) - Removed the specific names listed within the section
 - 10.2.19 Shares of Beneficial Interest Issued by a Joint Powers Authority (JPA) - Incorporated this section to further clarify the eligibility of investment pools issued by JPAs which would encompass California CLASS, CalTRUST, CAMP, etc.
- Section Eleven: Prohibited Investment Vehicles and Practices
 - 11.8 Determined the definition of a QIB can be made outside of an investment policy and therefore is not needed for inclusion here.
- Section Eighteen: Performance Evaluation
 - 18.2 Included a statement regarding the potential for a benchmark to change over time.
- Section Twenty-One: Glossary of Investment Terms
 - Updated the section to include terms used throughout the policy and removed terms that are not used on order to refine the section.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

The Recommended Action will have no direct fiscal impact.

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.

COMMUNICATION

Level 0: No Further Public Communication Needed

ATTACHMENTS:

1. [Resolution - Investment Policy](#)
2. [Exhibit A - Investment Policy](#)
3. [Exhibit B - Investment Policy Redlined](#)

RESOLUTION NO. 2025-_____

**A RESOLUTION ADOPTING AMENDMENTS TO
THE CITY OF AMERICAN CANYON'S INVESTMENT POLICY**

WHEREAS, pursuant to California Government Code Sections 53601 and 53635; the City's Investment Policy must be submitted to Council annually for adoption; and

WHEREAS, staff proposed amending the City's Investment Policy to reflect the addition of Section 10.2.19 to further clarify the eligibility of investment pools issued by JPAs; and

WHEREAS, staff proposed modifications to Section 10.2.14 removing specific names listed within the section; Section 11.8 removed the definition of a QIB as this can be made outside of an investment policy; Section 18.2 included a statement regarding the potential for a benchmark to change over time; and Section 21 updating glossary terms.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby adopts the Investment Policy as set forth in Exhibit A attached hereto and incorporated by reference.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of American Canyon held on the 5th day of August 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Pierre Washington, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, City Clerk

Teresa Highsmith, City Attorney

CITY OF AMERICAN CANYON INVESTMENT POLICY

Section One: Introduction

- 1.1 The purpose of this policy is to establish a prudent and systematic investment policy, and to organize and formalize investment-related activities. This policy is written to incorporate industry best practices and recommendations from sources such as the Government Finance Officers Association (GFOA), California Municipal Treasurers Association (CMTA), California Debt and Investment Advisory Commission (CDIAC) and the Association of Public Treasurers (APT).
- 1.2 The City's Investment Policy is authorized under the California Government Code, section 53600, et, seq. as it applies to the investment of public funds, and the American Canyon Municipal Code, Section 2.16.030.

Section Two: Scope

- 2.2 This policy covers all funds and investment activities under the direct authority of the City, as set forth in the State Government Code, Sections 53600 *et seq.*, with the following exceptions:
- Proceeds of debt issuance shall be invested in accordance with the City's general investment philosophy as set forth in this policy; however, such proceeds are to be invested pursuant to the permitted investment provisions of their specific bond indentures.
 - Any other funds specifically exempted by the City Council.
- 2.3 Pooling of Funds: Apart from fiduciary funds with additional investment restrictions, and any other funds directed by City Council, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

Section Three: Prudence

- 3.1 Pursuant to California Government Code, Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the Prudent Investor Standard:
- “...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring,

exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”

- 3.2 The Finance Director and other authorized persons responsible for managing City funds acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes provided that the Finance Director or other authorized persons acted in good faith. Deviations from expectations of a security’s credit or market risk should be reported to the City Council in a timely fashion and appropriate action should be taken to control adverse developments.

Section Four: Objectives

- 4.1 The City’s overall investment program shall be designed and managed with a degree of professionalism worthy of the public trust. The overriding objectives of the program are to preserve principal, provide sufficient liquidity, and manage investment risks, while seeking a market-rate of return.
- 4.2 Safety - It is the primary duty and responsibility of the Finance Director to protect, preserve and maintain cash and investments placed in his/her trust on behalf of the citizens of American Canyon. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City will diversify its investments by investing funds among a variety of securities with independent returns.
- 4.3 Liquidity - The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. An adequate percentage of the City’s investment portfolio should be maintained in liquid short-term securities which can be converted to cash if necessary, to meet disbursement requirements. Since all cash requirements cannot be anticipated, investments in securities with active secondary or resale markets is highly recommended. Emphasis should be on marketable securities with low sensitivity to market risk.
- 4.4 Return on Investments – Yield and return should become a consideration only after the basic requirements of safety and liquidity have been met. The portfolio should be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City’s risk constraints, the cash flow characteristics of the portfolio, and State and local laws, ordinances or resolutions that restrict investments.

Section Five: Delegation of Authority

- 5.1 Authority to manage the City's investment program is derived from California Government Code, Sections 41006 for City Treasurers and 53600 *et seq.*
- 5.2 The City Council is responsible for the management of the City's funds, including the administration of this investment policy. Management responsibility for the cash management of the City's funds is hereby delegated to the Finance Director.
- 5.3 The Finance Director will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate officials and employees. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Director.
- 5.4 The City may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy.
- 5.5 The City's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City.

Section Six: Ethics and Conflicts of Interest

- 6.1 All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. Thus, employees and officials involved in the investment process shall refrain from personal business activity that could create a conflict of interest or the appearance of a conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.
- 6.2 Employees and investment officials shall disclose to the Chief Executive Officer any material interests in financial institutions with which they conduct business, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking any personal investment transactions with the same individual with whom business is conducted on behalf of the City.
- 6.3 All participants in the investment process are required to comply with terms of the Political Reform Act, Fair Political Practices Commission Regulations promulgated

thereunder (2 C.C.R. §§ 18110 through 18998), the City's Conflict of Interest Policy, including, without limitation, filing of Form 700, notification and recusal obligations, and Government Code section 1090 prohibitions.

Section Seven: Internal Controls

7.1 A system of internal control shall be established and documented in writing. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation of third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City.

7.2 Controls deemed most important include:

- a. The control of collusion and separation of duties;
- b. Custodial safekeeping of funds invested or on deposit;
- c. Minimizing the number of authorized Investment Officers; and
- d. Written documentation of procedures and transactions.

7.3 In selecting financial institutions for the deposit or investment of City funds, the Finance Director shall consider the credit-worthiness of the institution. Such credit-worthiness shall be monitored on a regular basis throughout the period in which City funds are deposited or invested.

- a. Any deposit or investment of funds shall be in writing, signed by the Finance Director and the authorized representative of the institution.
- b. All transfers must be made by authorized personnel and properly logged and documented.

7.4 The Finance Director shall encourage peer review of the Finance Director's investments and investment practices. In addition, the City's cash management and investment practices shall be included in any outside financial audit of the City.

7.5 An annual Cash Flow Forecast may be prepared by the Finance Director and would be used to assist in the development of the annual operating budget for the City.

Section Eight: Authorized Financial Institutions, Depositories, and Broker/Dealers

8.1 To the extent practicable, the Finance Director shall endeavor to complete investment transactions using a competitive bid process whenever possible. The City's Finance Director will determine which financial institutions are authorized to provide investment services to the City. It shall be the City's policy to purchase securities only from authorized institutions and firms.

8.2 The Finance Director shall maintain procedures for establishing a list of authorized broker/dealers and financial institutions which are approved for investment purposes that are selected through a process of due diligence. Due diligence shall determine

whether such authorized broker/dealers, and the individuals covering the City are reputable and trustworthy, knowledgeable and experienced in Public Agency investing and able to meet all of their financial obligations. These institutions may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (uniform net capital rule).

8.3 In accordance with Section 53601.5, institutions eligible to transact investment business with the City include:

- Institutions licensed by the state and proof of FINRA certification as a broker-dealer as defined in Section 25004 of the Corporations Code;
- Institutions that are members of a federally regulated securities exchange;
- Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers;
- Nationally or state-chartered banks;
- Savings association or federal association (as defined in Section 5102 of the Financial Code);
- The Federal Reserve Bank; or
- Direct issuers of securities eligible for purchase.

8.4 Selection of financial institutions and broker/dealers authorized to engage in transactions will be at the sole discretion of the City, except where the City utilizes an external investment adviser in which case the City may rely on the adviser for selection.

8.5 All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the Finance Director with audited financials and a statement certifying that the institution has reviewed the California Government Code, Section 53600 *et seq.* and the City's investment policy. The Finance Director will conduct an annual review of the financial condition and registrations of such qualified bidders.

8.6 Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

8.7 Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the adviser. Where possible, transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall be recorded. If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

Section Nine: City's Investment Strategy

9.1 The most effective method of increasing investment yields without sacrificing safety is to extend the investment horizon commensurate with the City's cash requirements. To that end, improved cash forecasting and management is the preferred investment strategy for the City.

- a) Cash management activities include accurate cash projections, the expeditious collection of revenue, the control of disbursements, cost-effective banking relations, and a short-term borrowing program, when needed, that coordinates working capital requirements and investment opportunity.

Section Ten: Allowable Investment Instruments

10.1 The City investments are governed by California Government Code, Sections 53600 *et seq.* Within the investments permitted by the Code, the City seeks to further restrict eligible investments to the guidelines listed below. In the event a discrepancy is found between this policy and the Code, the more restrictive parameters will take precedence. Percentage holding limits and minimum credit quality requirements listed in this section apply at the time the security is purchased. Any investment currently held at the time the policy is adopted which does not meet the new policy guidelines can be held until maturity and shall be exempt from the current policy. At the time of the investment's maturity or liquidation, such funds shall be reinvested only as provided in the current policy.

10.2 All investments of City funds shall be made in accordance with California Government Code Sections 53600, *et seq.*, or in accordance with California Government Code 16429.1 authorizing investments into the State Local Agency Investment Fund (LAIF). Investments will be authorized by the City Finance Director. An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and issuer to avoid incurring unreasonable and avoidable risks regarding specific security types or individual issuers:

1. Municipal Securities include obligations of the City, the State of California and any local agency within the State of California, provided that:

- The securities are rated in a rating category of "A" or its equivalent or better by at least one Nationally Recognized Statistical Rating Organization ("NRSRO").
- No more than 5% of the total portfolio may be invested in any single issuer.
- No more than 30% of the total portfolio may be in Municipal Securities.
- The maximum maturity does not exceed five (5) years.

2. Municipal Securities (Registered treasury notes or bonds) of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a

state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.

- The securities are rated in a rating category of “A” or its equivalent or better by at least one NRSRO.
- No more than 5% of the total portfolio may be invested in any single issuer.
- No more than 30% of the total portfolio may be in Municipal Securities.
- The maximum maturity does not exceed five (5) years.

3. U.S. Treasuries and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in U.S. Treasuries, provided that:

- The maximum maturity is five (5) years.

4. Federal Agencies or United States Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in Federal Agency or Government-Sponsored Enterprises (GSEs), provided that:

- No more than 30% of the total portfolio may be invested in any single Agency/GSE issuer.
- The maximum maturity does not exceed five (5) years.
- No more than 20% of the total portfolio may be invested in callable agency securities.

5. Banker’s Acceptances, provided that:

- They are issued by institutions which have short-term debt obligations rated “A-1” or its equivalent or better by at least one NRSRO; or long-term debt obligations which are rated in a rating category of “A” or its equivalent or better by at least one NRSRO.
- No more than 40% of the total portfolio may be invested in Banker’s Acceptances.
- No more than 5% of the total portfolio may be invested in any single issuer.
- The maximum maturity does not exceed 180 days.

6. Commercial Paper, provided that the securities are issued by an entity that meets all of the following conditions in either paragraph (a) or (b) and other requirements specified below:

- a. Securities issued by corporations:

1. A corporation organized and operating in the United States with assets more than \$500 million.
2. The securities are rated “A-1” or its equivalent or better by at least one NRSRO.
3. If the issuer has other debt obligations, they must be rated in a rating category of “A” or its equivalent or better by at least one NRSRO.

b. Securities issued by other entities:

1. The issuer is organized within the United States as a special purpose corporation, trust, or limited liability company.
2. The securities must have program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond.
3. The securities are rated “A-1” or its equivalent or better by at least one NRSRO.

- No more than 25% of the total portfolio may be invested in Commercial Paper.
- The City may not own more than 10% of the outstanding commercial paper of any single issuer.
- No more than 5% of the total portfolio may be invested in any single issuer.
- The maximum maturity does not exceed 270 days.

7. Negotiable Certificates of Deposit (NCDs), issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank, provided that:

- The amount of the NCD insured up to the FDIC limit does not require any credit ratings.
- Any amount above the FDIC insured limit must be issued by institutions which have short-term debt obligations rated “A-1” or its equivalent or better by at least one NRSRO; or long-term obligations rated in a rating category of “A” or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in NCDs (combined with CDARS).
- No more than 5% of the total portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

8. Federally Insured Time Deposits (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:

- The amount per institution is limited to the maximum covered under federal insurance.
- No more than 20% of the total portfolio will be invested in a combination of federally insured and collateralized time deposits.

- The maximum maturity does not exceed five (5) years.

9. Collateralized Time Deposits (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions in excess of insured amounts which are fully collateralized with securities in accordance with California law, provided that:

- No more than 20% of the total portfolio will be invested in a combination of federally insured and collateralized time deposits.
- The maximum maturity does not exceed five (5) years.

10. Placement Service Deposit, provided that:

- No more than 30% of the total portfolio may be invested in a combination of Certificates of Deposit, including CDARS.
- Under a provision sunsetting on January 1, 2026, no more than 50% of the portfolio may be invested in deposits through a placement service, including Certificates of Deposit, if the Agency is a city, district or local agency that does not pool money with other local agencies.
- The maximum maturity does not exceed five (5) years.

11. Collateralized Bank Deposits. City's deposits with financial institutions will be collateralized with pledged securities per California Government Code, Section 53651. There are no limits on the dollar amount or percentage that the City may invest in collateralized bank deposits.

12. Repurchase Agreements collateralized with securities authorized under California Government Code, maintained at a level of at least 102% of the market value of the Repurchase Agreement. There are no limits on the dollar amount or percentage that the City may invest, provided that:

- Securities used as collateral for Repurchase Agreements will be delivered to an acceptable third party custodian.
- Repurchase Agreements are subject to a Master Repurchase Agreement between the City and the provider of the repurchase agreement. The Master Repurchase Agreement will be substantially in the form developed by the Securities Industry and Financial Markets Association (SIFMA).
- The maximum maturity does not exceed one (1) year.

13. State of California Local Agency Investment Fund (LAIF), provided that:

- The City may invest up to the maximum amount permitted by LAIF.
- LAIF's investments in instruments prohibited by or not specified in the City's policy do not exclude the investment in LAIF itself from the City's list of allowable investments, provided LAIF's reports allow the Finance Director to adequately judge the risk inherent in LAIF's portfolio.

14. Local Government Investment Pools

- LGIPs permitted by the City.
- There is no issuer limitation for Local Government Investment Pools

15. Corporate Medium-Term Notes (MTNs), provided that:

- The issuer is a corporation organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
- The securities are rated in a rating category of “A” or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in MTNs.
- No more than 5% of the total portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

16. Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities, and Collateralized Mortgage Obligations from issuers not defined in sections 3 and 4 of the Allowable Investment Instruments section of this policy, provided that:

- The securities are rated in a rating category of “AA” or its equivalent or better by a NRSRO.
- No more than 20% of the total portfolio may be invested in these securities.
- No more than 5% of the total portfolio may be invested in any single Asset-Backed or Commercial Mortgage security issuer.
- The maximum maturity does not exceed five (5) years.

17. Mutual Funds and Money Market Mutual Funds that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that:

- a. **Mutual Funds** that invest in the securities and obligations as authorized under California Government Code, Section 53601 (a) to (k) and (m) to (q) inclusive and that meet either of the following criteria:
 - (i) Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
 - (ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years’ experience investing in the securities and obligations authorized by California Government Code, Section 53601 and with assets under management in excess of \$500 million.
- No more than 10% of the total portfolio may be invested in shares of any one mutual fund.

- b. **Money Market Mutual Funds** registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria:
 - (i) Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
 - (ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of \$500 million.
- No more than 20% of the total portfolio may be invested in the shares of any one Money Market Mutual Fund.
- c. No more than 20% of the total portfolio may be invested in these securities.

18. Supranationals, provided that:

- Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 30% of the total portfolio may be invested in these securities.
- No more than 10% of the total portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

19. Shares of Beneficial Interest Issued by a Joint Powers Authority (JPA), provided that:

- The JPA is organized pursuant to California Government Code Sections 6509.7 and invests in the securities and obligations authorized in subdivisions (a) to (r), inclusive.
- Each share shall represent an equal proportional interest in the underlying pool of securities owned by the JPA.
- The JPA has retained an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years' experience investing in instruments authorized by Section 53601, subdivisions (a) to (q).

Section Eleven: Prohibited Investment Vehicles and Practices

- 11.1 State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.

- 11.2 In accordance with Government Code, Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
- 11.3 Investment in any security that could result in a zero interest accrual if held to maturity is prohibited. Under a provision sunseting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted.
- 11.4 Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
- 11.5 Purchasing or selling securities on margin is prohibited.
- 11.6 The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
- 11.7 The purchase of foreign currency denominated securities is prohibited.
- 11.8 The purchase of a security with a forward settlement date exceeding 45 days from the time of the investment is prohibited.

Section Twelve: Investment Pools/Mutual Funds

- 12.1 The City shall conduct a thorough investigation of any pool or mutual fund prior to making an investment, and on a continual basis thereafter. Annually, the Finance Director shall seek responses to the following questions from any investment pool or mutual fund in which the Agency invests:
 - A description of eligible investment securities, and a written statement of investment policy and objectives.
 - A description of interest calculations and how it is distributed, and how gains and losses are treated.
 - A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
 - A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
 - A schedule for receiving statements and portfolio listings.
 - Are reserves, retained earnings, etc. utilized by the pool/fund?
 - A fee schedule, and when and how it is assessed.
 - Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

Section Thirteen: Collateralization

- 13.1 **Collateralization of Certificates of Deposit (CD):** The City shall require any commercial bank or savings and loan association to deposit eligible securities with an agency of a depository approved by the State Banking Department to secure any

uninsured portion of a Non-Negotiable Certificate of Deposit. The value of eligible securities as defined pursuant to California Government Code, Section 53651, pledged against a Certificate of Deposit shall be equal to 150% of the face value of the CD if the securities are classified as mortgages and 110% of the face value of the CD for all other classes of security.

13.2 **Collateralization of Bank Deposits:** This is the process by which a bank or financial institution pledges securities, or other deposits for the purpose of securing repayment of deposited funds. The City shall require any bank or financial institution to comply with the collateralization criteria defined in California Government Code, Section 53651.

13.3 **Repurchase Agreements:** The City requires that Repurchase Agreements be collateralized only by securities authorized in accordance with California Government Code:

- The securities which collateralize the repurchase agreement shall be priced at Market Value, including any Accrued Interest plus a margin. The Market Value of the securities that underlie a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities.
- Financial institutions shall mark the value of the collateral to market at least monthly and increase or decrease the collateral to satisfy the ratio requirement described above.
- The City shall receive monthly statements of collateral.

Section Fourteen: Delivery, Safekeeping and Custody

14.1 **Delivery-versus-Payment (DVP).** All investment transactions shall be conducted on a delivery-versus-payment basis.

14.2 **Safekeeping and Custody.** To protect against potential losses due to failure of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all cash and securities in the City's portfolio shall be held in safekeeping in the City's name by a third party custodian, acting as agent for the City under the terms of a custody agreement executed by the bank and the City. All investment transactions will require a safekeeping receipt or acknowledgment generated from the trade. A monthly report will be received by the City from the custodian listing all securities held in safekeeping with current market data and other information.

14.3 The only exceptions to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and, (iii) mutual funds and money market mutual funds, since the purchased securities are not deliverable.

Section Fifteen: Maximum Maturity

- 15.1 To the extent possible, investments shall be matched with anticipated cash flow requirements and known future liabilities.
- 15.2 The City will not invest in securities maturing more than five (5) years from the date of trade settlement, unless the City Council has by resolution granted authority to make such an investment.

Section Sixteen: Risk Management and Diversification

16.1 Mitigating Credit Risk in the Portfolio

Credit risk is the risk that a security or a portfolio will lose some or all its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

- The diversification requirements included in the “Allowable Investment Instruments” section of this policy are designed to mitigate credit risk in the portfolio.
- No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.
- The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to manage the quality, liquidity or yield of the portfolio in response to market conditions or City’s risk preferences.
- If the credit ratings of any security owned by the City are downgraded to a level below the quality required by this investment policy, the following steps will be taken.
- If a security is downgraded to a level below the quality required by this investment policy, the Finance Director will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
 - Any actions taken related to the downgrade by the City’s professional investment manager will be communicated to the Finance Director in a timely manner.
 - If a decision is made to retain a security downgraded to a level below the quality required by this investment policy in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

16.2 **Mitigating Market Risk in the Portfolio**

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

16.3 The City further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The City will maintain a minimum of six months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements.
- The maximum stated final maturity of individual securities in the portfolio will be five (5) years, except as otherwise stated in this policy.
- The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark, an index selected by the City based on the City's investment objectives, constraints and risk tolerances.

Section Seventeen: Review of Investment Portfolio

17.1 The Finance Director shall periodically, but no less than quarterly, review the portfolio to identify investments that do not comply with this investment policy and establish protocols for reporting major and critical incidences of noncompliance to the City Council.

Section Eighteen: Performance Evaluation

18.1 The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments.

18.2 The Finance Director shall monitor and evaluate the portfolio's performance relative to the chosen market benchmark(s), which will be included in the Finance Director's quarterly report. The Finance Director shall select an appropriate, readily available index to use as a market benchmark. Benchmarks may change over time based on changed in market conditions or cash flow requirements.

Section Nineteen: Reporting Requirements

- 19.1 The Finance Director shall submit annually a written investment policy to the City Council. The Council shall consider the investment policy at a public meeting.
- 19.2 The Finance Director shall submit a quarterly investment report to the City Council. The report must be submitted within 45 days following the end of the month covered by the report. Such report shall include at least the following information:
- Types of investments;
 - Name of the institution in which funds are invested or deposited;
 - Date of maturity, if applicable;
 - Par and dollar amount investment on all securities;
 - Percent distribution of each type of investment or deposit;
 - Current market value as of the date of the report, including source of the valuation except those under LAIF;
 - Rate of interest;
 - Average weighted yield of all investments;
 - The accrued interest earnings fiscal year-to-date for each investment;
 - A statement relating the report to the City's Investment Policy; and
 - A statement that there are sufficient funds to meet the City's next six months' financial obligations.

The Finance Director shall also submit the above information annually to the external auditors.

- 19.3 Periodic reports shall be prepared as required by circumstances or as directed by City Council. Such circumstances include, but are not limited to, notification that any City investment may be in jeopardy, or a sudden and significant drop in the current market value of any City investment.

Section Twenty: Review of Investment Policy

- 20.1 The investment policy will be reviewed and adopted at least annually within 120 days of the end of the fiscal year, to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends.
- 20.2 Any recommended modifications or amendments shall be presented by Staff to the City Council for their consideration and adoption.

Section Twenty-One: Glossary of Investment Terms

Agencies. Shorthand market terminology for any obligation issued by a *government-sponsored entity (GSE)*, or a *federally related institution*. Most obligations of GSEs

are not guaranteed by the full faith and credit of the US government. Examples are:

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called “FreddieMac” issues discount notes, bonds and mortgage pass-through securities.

FNMA. Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as “FannieMae,” issues discount notes, bonds and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as “GinnieMae,” issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

Asset Backed Securities. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

Banker’s Acceptance. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which “accepts” the obligation to pay the investor.

Benchmark. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

Bid. The indicated price at which a buyer is willing to purchase a security or commodity.

Broker. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

California Asset Management Program. (CAMP) A California Joint Powers Authority (JPA) established in 1989 to provide California public agencies with investment services. The CAMP Pool is a fully liquid, stable net asset value (NAV) investment option with a AAA rating from Standard and Poor’s, that stresses daily liquidity and safety of principle as the two primary objectives.

Callable. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline, the issuer will likely call its current securities and reissue them at a lower rate of interest.

Certificate of Deposit (CD). A time deposit with a specific maturity evidenced by a certificate.

Collateral. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure

deposits of public monies.

Collateralized Bank Deposit. A bank deposit that is collateralized at least 100% (principal plus interest to maturity). The deposit is collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

Collateralized Mortgage Obligations (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

Collateralized Time Deposit. Time deposits that are collateralized at least 100% (principal plus interest to maturity). These instruments are collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

Commercial Paper. The short-term unsecured debt of corporations.

Coupon. The rate of return at which interest is paid on a bond.

Credit Risk. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

Dealer. A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

Delivery vs. Payment (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

Discount. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

Diversification. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

Duration. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a security to changes interest rates.

Federal Deposit Insurance Corporation (FDIC). The Federal Deposit Insurance Corporation (FDIC) is an independent federal agency insuring deposits in U.S. banks and thrifts in the event of bank failures. The FDIC was created in 1933 to maintain public confidence and encourage stability in the financial system through the promotion of sound banking practices.

Federally Insured Time Deposit. A time deposit is an interest-bearing bank deposit account that has a specified date of maturity, such as a certificate of deposit (CD). These deposits are limited to funds insured in accordance with FDIC insurance deposit limits.

Fiduciary. A person or organization that acts on behalf of another person(s) or organization that puts their clients' interest ahead of their own as they are bound

both legally and ethically to act in the other's best interests.

Joint Powers Authority (JPA). An entity created by two or more public agencies that share a common goal in order to jointly exercise powers common to all members through a joint powers agreement or contract.

Leverage. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

Liquidity. The speed and ease with which an asset can be converted to cash.

Local Agency Investment Fund (LAIF). A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State Treasurer's Office.

Local Government Investment Pool. Investment pools that range from the State Treasurer's Office Local Agency Investment Fund (LAIF) to county pools, to Joint Powers Authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

Make Whole Call. A type of call provision on a bond that allows the issuer to pay off the remaining [debt](#) early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

Margin. The difference between the market value of a security and the loan a broker makes using that security as collateral.

Market Risk. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

Market Value. The price at which a security can be traded.

Maturity. The final date upon which the principal of a security becomes due and payable. The investment's term or remaining maturity is measured from the settlement date to final maturity.

Medium Term Notes. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

Modified Duration. The percent change in price for a 100-basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

Money Market. The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

Money Market Mutual Fund. A mutual fund that invests exclusively in short-term securities. Examples of investments in money market funds are certificates of deposit and U.S. Treasury securities. Money market funds attempt to keep their net asset values at \$1 per share.

Mortgage Pass-Through Securities. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

Municipal Securities. Securities issued by state and local agencies to finance capital and operating expenses.

Mutual Fund. An entity which pools the funds of investors and invests those funds in a

set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

Nationally Recognized Statistical Rating Organization (NRSRO). A credit rating agency that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

Negotiable Certificate of Deposit (CD). A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market and are payable upon order to the bearer or initial depositor (investor).

Offer (Ask). An indicated price at which market participants are willing to sell a security. Also referred to as the "ask price".

Paydown. A reduction in the principal amount owed on a bond, loan or other debt.

Placement Service Deposits. A private service that allows local agencies to invest in FDIC-insured deposits with one or more banks, savings and loans, and credit unions located in the United States. IntraFi (formerly known as CDARDS) is an example of an entity that provides this service.

Premium. The difference between the par value of a bond and the cost of the bond, when the cost is above par.

Primary Dealer. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.

Prudent Investor (Prudent Person) Rule. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

Regional Dealer. A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities and that is not a primary dealer.

Repurchase Agreement. Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a reverse repurchase agreement.

Safekeeping. A service to bank customers whereby securities are held by the bank in the customer's name.

Securities and Exchange Commission (SEC). The U.S. Securities and Exchange Commission (SEC) is an independent federal government agency responsible for

protecting investors, maintaining fair and orderly functioning of securities markets and facilitating capital formation. It was created by Congress in 1934 as the first federal regulator of securities markets. The SEC promotes full public disclosure, protects investors against fraudulent and manipulative practices in the market, and monitors corporate takeover actions in the United States.

Securities and Exchange Commission (SEC) Rule 15c3-1. An SEC rule setting capital requirement for brokers and dealers. Under Rule 15c3-1, a broker or dealer must have sufficient liquidity in order to cover the most pressing obligations. This is defined as having a certain amount of liquidity as a percentage of the broker/dealer's total obligations. If the percentage falls below a certain point, the broker or dealer may not be allowed to take on new clients and may have restrictions placed on dealings with current client.

Structured Note. Notes issued by Government Sponsored Enterprises (FHLB, FNMA, etc.) and Corporations, which have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

Supranational. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

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

U.S. Treasury Obligations. Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

Treasury Bills. All securities issued with initial maturities of one year or less are issued as discounted instruments and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.

Treasury Notes. All securities issued with initial maturities of two to ten years are called Treasury notes and pay interest semi-annually.

Treasury Bonds. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

Volatility. The rate at which security prices change with changes in general economic conditions to the general level of interest rates.

Yield to Maturity. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

CITY OF AMERICAN CANYON INVESTMENT POLICY

Section One: Introduction

- 1.1 The purpose of this policy is to establish a prudent and systematic investment policy, and to organize and formalize investment-related activities. This policy is written to incorporate industry best practices and recommendations from sources such as the Government Finance Officers Association (GFOA), California Municipal Treasurers Association (CMTA), California Debt and Investment Advisory Commission (CDIAC) and the Association of Public Treasurers (APT).
- 1.2 The City's Investment Policy is authorized under the California Government Code, section 53600, et, seq. as it applies to the investment of public funds, and the American Canyon Municipal Code, Section 2.16.030.

Section Two: Scope

- 2.2 This policy covers all funds and investment activities under the direct authority of the City, as set forth in the State Government Code, Sections 53600 *et seq.*, with the following exceptions:
 - Proceeds of debt issuance shall be invested in accordance with the City's general investment philosophy as set forth in this policy; however, such proceeds are to be invested pursuant to the permitted investment provisions of their specific bond indentures.
 - Any other funds specifically exempted by the City Council.
- 2.3 Pooling of Funds: Apart from fiduciary funds with additional investment restrictions, and any other funds directed by City Council, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

Section Three: Prudence

- 3.1 Pursuant to California Government Code, Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the Prudent Investor Standard:

“...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring,

exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”

- 3.2 The Finance Director and other authorized persons responsible for managing City funds acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes provided that the Finance Director or other authorized persons acted in good faith. Deviations from expectations of a security’s credit or market risk should be reported to the City Council in a timely fashion and appropriate action should be taken to control adverse developments.

Section Four: Objectives

- 4.1 The City’s overall investment program shall be designed and managed with a degree of professionalism worthy of the public trust. The overriding objectives of the program are to preserve principal, provide sufficient liquidity, and manage investment risks, while seeking a market-rate of return.
- 4.2 Safety - It is the primary duty and responsibility of the Finance Director to protect, preserve and maintain cash and investments placed in his/her trust on behalf of the citizens of American Canyon. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City will diversify its investments by investing funds among a variety of securities with independent returns.
- 4.3 Liquidity - The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. An adequate percentage of the City’s investment portfolio should be maintained in liquid short-term securities which can be converted to cash if necessary, to meet disbursement requirements. Since all cash requirements cannot be anticipated, investments in securities with active secondary or resale markets is highly recommended. Emphasis should be on marketable securities with low sensitivity to market risk.
- 4.4 Return on Investments – Yield and return should become a consideration only after the basic requirements of safety and liquidity have been met. The portfolio should be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City’s risk constraints, the cash flow characteristics of the portfolio, and State and local laws, ordinances or resolutions that restrict investments.

Section Five: Delegation of Authority

- 5.1 Authority to manage the City's investment program is derived from California Government Code, Sections 41006 for City Treasurers and 53600 *et seq.*
- 5.2 The City Council is responsible for the management of the City's funds, including the administration of this investment policy. Management responsibility for the cash management of the City's funds is hereby delegated to the Finance Director.
- 5.3 The Finance Director will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate officials and employees. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Director.
- 5.4 The City may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy.
- 5.5 The City's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City.

Section Six: Ethics and Conflicts of Interest

- 6.1 All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. Thus, employees and officials involved in the investment process shall refrain from personal business activity that could create a conflict of interest or the appearance of a conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.
- 6.2 Employees and investment officials shall disclose to the Chief Executive Officer any material interests in financial institutions with which they conduct business, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking any personal investment transactions with the same individual with whom business is conducted on behalf of the City.
- 6.3 All participants in the investment process are required to comply with terms of the Political Reform Act, Fair Political Practices Commission Regulations promulgated

thereunder (2 C.C.R. §§ 18110 through 18998), the City's Conflict of Interest Policy, including, without limitation, filing of Form 700, notification and recusal obligations, and Government Code section 1090 prohibitions.

Section Seven: Internal Controls

7.1 A system of internal control shall be established and documented in writing. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation of third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City.

7.2 Controls deemed most important include:

- a. The control of collusion and separation of duties;
- b. Custodial safekeeping of funds invested or on deposit;
- c. Minimizing the number of authorized Investment Officers; and
- d. Written documentation of procedures and transactions.

7.3 In selecting financial institutions for the deposit or investment of City funds, the Finance Director shall consider the credit-worthiness of the institution. Such credit-worthiness shall be monitored on a regular basis throughout the period in which City funds are deposited or invested.

- a. Any deposit or investment of funds shall be in writing, signed by the Finance Director and the authorized representative of the institution.
- b. All transfers must be made by authorized personnel and properly logged and documented.

7.4 The Finance Director shall encourage peer review of the Finance Director's investments and investment practices. In addition, the City's cash management and investment practices shall be included in any outside financial audit of the City.

7.5 An annual Cash Flow Forecast may be prepared by the Finance Director and would be used to assist in the development of the annual operating budget for the City.

Section Eight: Authorized Financial Institutions, Depositories, and Broker/Dealers

8.1 To the extent practicable, the Finance Director shall endeavor to complete investment transactions using a competitive bid process whenever possible. The City's Finance Director will determine which financial institutions are authorized to provide investment services to the City. It shall be the City's policy to purchase securities only from authorized institutions and firms.

8.2 The Finance Director shall maintain procedures for establishing a list of authorized broker/dealers and financial institutions which are approved for investment purposes that are selected through a process of due diligence. Due diligence shall determine

whether such authorized broker/dealers, and the individuals covering the City are reputable and trustworthy, knowledgeable and experienced in Public Agency investing and able to meet all of their financial obligations. These institutions may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (uniform net capital rule).

8.3 In accordance with Section 53601.5, institutions eligible to transact investment business with the City include:

- Institutions licensed by the state and proof of FINRA certification as a broker-dealer as defined in Section 25004 of the Corporations Code;
- Institutions that are members of a federally regulated securities exchange;
- Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers;
- Nationally or state-chartered banks;
- Savings association or federal association (as defined in Section 5102 of the Financial Code);
- The Federal Reserve Bank; or
- Direct issuers of securities eligible for purchase.

8.4 Selection of financial institutions and broker/dealers authorized to engage in transactions will be at the sole discretion of the City, except where the City utilizes an external investment adviser in which case the City may rely on the adviser for selection.

8.5 All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the Finance Director with audited financials and a statement certifying that the institution has reviewed the California Government Code, Section 53600 *et seq.* and the City's investment policy. The Finance Director will conduct an annual review of the financial condition and registrations of such qualified bidders.

8.6 Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

8.7 Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the adviser. Where possible, transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall be recorded. If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

Section Nine: City's Investment Strategy

9.1 The most effective method of increasing investment yields without sacrificing safety is to extend the investment horizon commensurate with the City's cash requirements. To that end, improved cash forecasting and management is the preferred investment strategy for the City.

- a) Cash management activities include accurate cash projections, the expeditious collection of revenue, the control of disbursements, cost-effective banking relations, and a short-term borrowing program, when needed, that coordinates working capital requirements and investment opportunity.

Section Ten: Allowable Investment Instruments

10.1 The City investments are governed by California Government Code, Sections 53600 *et seq.* Within the investments permitted by the Code, the City seeks to further restrict eligible investments to the guidelines listed below. In the event a discrepancy is found between this policy and the Code, the more restrictive parameters will take precedence. Percentage holding limits and minimum credit quality requirements listed in this section apply at the time the security is purchased. Any investment currently held at the time the policy is adopted which does not meet the new policy guidelines can be held until maturity and shall be exempt from the current policy. At the time of the investment's maturity or liquidation, such funds shall be reinvested only as provided in the current policy.

10.2 All investments of City funds shall be made in accordance with California Government Code Sections 53600, *et seq.*, or in accordance with California Government Code 16429.1 authorizing investments into the State Local Agency Investment Fund (LAIF). Investments will be authorized by the City Finance Director. An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and issuer to avoid incurring unreasonable and avoidable risks regarding specific security types or individual issuers:

1. Municipal Securities include obligations of the City, the State of California and any local agency within the State of California, provided that:

- The securities are rated in a rating category of "A" or its equivalent or better by at least one Nationally Recognized Statistical Rating Organization ("NRSRO").
- No more than 5% of the total portfolio may be invested in any single issuer.
- No more than 30% of the total portfolio may be in Municipal Securities.
- The maximum maturity does not exceed five (5) years.

2. Municipal Securities (Registered treasury notes or bonds) of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a

state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.

- The securities are rated in a rating category of “A” or its equivalent or better by at least one NRSRO.
- No more than 5% of the total portfolio may be invested in any single issuer.
- No more than 30% of the total portfolio may be in Municipal Securities.
- The maximum maturity does not exceed five (5) years.

3. U.S. Treasuries and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in U.S. Treasuries, provided that:

- The maximum maturity is five (5) years.

4. Federal Agencies or United States Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in Federal Agency or Government-Sponsored Enterprises (GSEs), provided that:

- No more than 30% of the total portfolio may be invested in any single Agency/GSE issuer.
- The maximum maturity does not exceed five (5) years.
- No more than 20% of the total portfolio may be invested in callable agency securities.

5. Banker’s Acceptances, provided that:

- They are issued by institutions which have short-term debt obligations rated “A-1” or its equivalent or better by at least one NRSRO; or long-term debt obligations which are rated in a rating category of “A” or its equivalent or better by at least one NRSRO.
- No more than 40% of the total portfolio may be invested in Banker’s Acceptances.
- No more than 5% of the total portfolio may be invested in any single issuer.
- The maximum maturity does not exceed 180 days.

6. Commercial Paper, provided that the securities are issued by an entity that meets all of the following conditions in either paragraph (a) or (b) and other requirements specified below:

- a. Securities issued by corporations:

1. A corporation organized and operating in the United States with assets more than \$500 million.
2. The securities are rated “A-1” or its equivalent or better by at least one NRSRO.
3. If the issuer has other debt obligations, they must be rated in a rating category of “A” or its equivalent or better by at least one NRSRO.

b. Securities issued by other entities:

1. The issuer is organized within the United States as a special purpose corporation, trust, or limited liability company.
2. The securities must have program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond.
3. The securities are rated “A-1” or its equivalent or better by at least one NRSRO.

- No more than 25% of the total portfolio may be invested in Commercial Paper.
- The City may not own more than 10% of the outstanding commercial paper of any single issuer.
- No more than 5% of the total portfolio may be invested in any single issuer.
- The maximum maturity does not exceed 270 days.

7. Negotiable Certificates of Deposit (NCDs), issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank, provided that:

- The amount of the NCD insured up to the FDIC limit does not require any credit ratings.
- Any amount above the FDIC insured limit must be issued by institutions which have short-term debt obligations rated “A-1” or its equivalent or better by at least one NRSRO; or long-term obligations rated in a rating category of “A” or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in NCDs (combined with CDARS).
- No more than 5% of the total portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

8. Federally Insured Time Deposits (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:

- The amount per institution is limited to the maximum covered under federal insurance.
- No more than 20% of the total portfolio will be invested in a combination of federally insured and collateralized time deposits.

- The maximum maturity does not exceed five (5) years.

9. Collateralized Time Deposits (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions in excess of insured amounts which are fully collateralized with securities in accordance with California law, provided that:

- No more than 20% of the total portfolio will be invested in a combination of federally insured and collateralized time deposits.
- The maximum maturity does not exceed five (5) years.

10. Placement Service Deposit, provided that:

- No more than 30% of the total portfolio may be invested in a combination of Certificates of Deposit, including CDARS.
- Under a provision sunsetting on January 1, 2026, no more than 50% of the portfolio may be invested in deposits through a placement service, including Certificates of Deposit, if the Agency is a city, district or local agency that does not pool money with other local agencies.
- The maximum maturity does not exceed five (5) years.

11. -Collateralized Bank Deposits. City's deposits with financial institutions will be collateralized with pledged securities per California Government Code, Section 53651. There are no limits on the dollar amount or percentage that the City may invest in collateralized bank deposits.

12. -Repurchase Agreements collateralized with securities authorized under California Government Code, maintained at a level of at least 102% of the market value of the Repurchase Agreement. There are no limits on the dollar amount or percentage that the City may invest, provided that:

- Securities used as collateral for Repurchase Agreements will be delivered to an acceptable third party custodian.
- Repurchase Agreements are subject to a Master Repurchase Agreement between the City and the provider of the repurchase agreement. The Master Repurchase Agreement will be substantially in the form developed by the Securities Industry and Financial Markets Association (SIFMA).
- The maximum maturity does not exceed one (1) year.

13. State of California Local Agency Investment Fund (LAIF), provided that:

- The City may invest up to the maximum amount permitted by LAIF.
- LAIF's investments in instruments prohibited by or not specified in the City's policy do not exclude the investment in LAIF itself from the City's list of allowable investments, provided LAIF's reports allow the Finance Director to adequately judge the risk inherent in LAIF's portfolio.

14. Local Government Investment Pools

- ~~CalTrust/ California Asset Management Program (CAMP)~~
- ~~Other~~ LGIPs permitted by the City.
- There is no issuer limitation for Local Government Investment Pools

15. ~~Corporate Medium-Term Notes~~ (MTNs), provided that:

- The issuer is a corporation organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
- The securities are rated in a rating category of “A” or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in MTNs.
- No more than 5% of the total portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

16. ~~Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities, and Collateralized Mortgage Obligations~~ from issuers not defined in sections 3 and 4 of the Allowable Investment Instruments section of this policy, provided that:

- The securities are rated in a rating category of “AA” or its equivalent or better by a NRSRO.
- No more than 20% of the total portfolio may be invested in these securities.
- No more than 5% of the total portfolio may be invested in any single Asset-Backed or Commercial Mortgage security issuer.
- The maximum maturity does not exceed five (5) years.

17. ~~Mutual Funds and Money Market Mutual Funds~~ that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that:

a. Mutual Funds that invest in the securities and obligations as authorized under California Government Code, Section 53601 (a) to (k) and (m) to (q) inclusive and that meet either of the following criteria:

- (i) Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
- (ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years’ experience investing in the securities and obligations authorized by California Government Code, Section 53601 and with assets under management in excess of \$500 million.

- No more than 10% of the total portfolio may be invested in shares of any

one mutual fund.

- b. **Money Market Mutual Funds** registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria:
- (i) Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
 - (ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of \$500 million.
- No more than 20% of the total portfolio may be invested in the shares of any one Money Market Mutual Fund.
- c. No more than 20% of the total portfolio may be invested in these securities.

18. Supranationals, provided that:

- Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 30% of the total portfolio may be invested in these securities.
- No more than 10% of the total portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

19. Shares of Beneficial Interest Issued by a Joint Powers Authority (JPA), provided that:

- The JPA is organized pursuant to California Government Code Sections 6509.7 and invests in the securities and obligations authorized in subdivisions (a) to (r), inclusive.
- Each share shall represent an equal proportional interest in the underlying pool of securities owned by the JPA.
- The JPA has retained an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years' experience investing in instruments authorized by Section 53601, subdivisions (a) to (q).

Section Eleven: Prohibited Investment Vehicles and Practices

- 11.1 State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.

- 11.2 In accordance with Government Code, Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
- 11.3 Investment in any security that could result in a zero interest accrual if held to maturity is prohibited. Under a provision sunseting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted.
- 11.4 Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
- 11.5 Purchasing or selling securities on margin is prohibited.
- 11.6 The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
- 11.7 The purchase of foreign currency denominated securities is prohibited.
- 11.8 ~~Agencies that are not Qualified Institutional Buyers (QIB) as defined by the Securities and Exchange Commission are prohibited from purchasing Private Placement Securities. The SEC defines a QIB as having at least \$100,000,000 in securities owned and invested.~~
- ~~11.9~~ The purchase of a security with a forward settlement date exceeding 45 days from the time of the investment is prohibited.

Section Twelve: Investment Pools/Mutual Funds

- 12.1 The City shall conduct a thorough investigation of any pool or mutual fund prior to making an investment, and on a continual basis thereafter. Annually, the Finance Director shall seek responses to the following questions from any investment pool or mutual fund in which the Agency invests:
- A description of eligible investment securities, and a written statement of investment policy and objectives.
 - A description of interest calculations and how it is distributed, and how gains and losses are treated.
 - A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
 - A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
 - A schedule for receiving statements and portfolio listings.
 - Are reserves, retained earnings, etc. utilized by the pool/fund?
 - A fee schedule, and when and how it is assessed.
 - Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

Section Thirteen: Collateralization

- 13.1 **Collateralization of Certificates of Deposit (CD):** The City shall require any commercial bank or savings and loan association to deposit eligible securities with an agency of a depository approved by the State Banking Department to secure any uninsured portion of a Non-Negotiable Certificate of Deposit. The value of eligible securities as defined pursuant to California Government Code, Section 53651, pledged against a Certificate of Deposit shall be equal to 150% of the face value of the CD if the securities are classified as mortgages and 110% of the face value of the CD for all other classes of security.
- 13.2 **Collateralization of Bank Deposits:** This is the process by which a bank or financial institution pledges securities, or other deposits for the purpose of securing repayment of deposited funds. The City shall require any bank or financial institution to comply with the collateralization criteria defined in California Government Code, Section 53651.
- 13.3 **Repurchase Agreements:** The City requires that Repurchase Agreements be collateralized only by securities authorized in accordance with California Government Code:
- The securities which collateralize the repurchase agreement shall be priced at Market Value, including any Accrued Interest plus a margin. The Market Value of the securities that underlie a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities.
 - Financial institutions shall mark the value of the collateral to market at least monthly and increase or decrease the collateral to satisfy the ratio requirement described above.
 - The City shall receive monthly statements of collateral.

Section Fourteen: Delivery, Safekeeping and Custody

- 14.1 **Delivery-versus-Payment (DVP).** All investment transactions shall be conducted on a delivery-versus-payment basis.
- 14.2 **Safekeeping and Custody.** To protect against potential losses due to failure of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all cash and securities in the City's portfolio shall be held in safekeeping in the City's name by a third party custodian, acting as agent for the City under the terms of a custody agreement executed by the bank and the City. All investment transactions will require a safekeeping receipt or acknowledgment generated from the trade. A monthly report will be received by the City from the custodian listing all securities held in safekeeping with current market data and other

information.

- 14.3 The only exceptions to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and, (iii) mutual funds and money market mutual funds, since the purchased securities are not deliverable.

Section Fifteen: Maximum Maturity

- 15.1 To the extent possible, investments shall be matched with anticipated cash flow requirements and known future liabilities.
- 15.2 The City will not invest in securities maturing more than five (5) years from the date of trade settlement, unless the City Council has by resolution granted authority to make such an investment.

Section Sixteen: Risk Management and Diversification

16.1 Mitigating Credit Risk in the Portfolio

Credit risk is the risk that a security or a portfolio will lose some or all its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

- The diversification requirements included in the “Allowable Investment Instruments” section of this policy are designed to mitigate credit risk in the portfolio.
- No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.
- The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to manage the quality, liquidity or yield of the portfolio in response to market conditions or City’s risk preferences.
- If the credit ratings of any security owned by the City are downgraded to a level below the quality required by this investment policy, the following steps will be taken.
- If a security is downgraded to a level below the quality required by this investment policy, the Finance Director will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
- Any actions taken related to the downgrade by the City’s professional investment manager will be communicated to the Finance Director in a timely manner.

- If a decision is made to retain a security downgraded to a level below the quality required by this investment policy in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

16.2 **Mitigating Market Risk in the Portfolio**

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

16.3 The City further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The City will maintain a minimum of six months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements.
- The maximum stated final maturity of individual securities in the portfolio will be five (5) years, except as otherwise stated in this policy.
- The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark, an index selected by the City based on the City's investment objectives, constraints and risk tolerances.

Section Seventeen: Review of Investment Portfolio

17.1 The Finance Director shall periodically, but no less than quarterly, review the portfolio to identify investments that do not comply with this investment policy and establish protocols for reporting major and critical incidences of noncompliance to the City Council.

Section Eighteen: Performance Evaluation

18.1 The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments.

18.2 The Finance Director shall monitor and evaluate the portfolio's performance relative

to the chosen market benchmark(s), which will be included in the Finance Director 's quarterly report. The Finance Director shall select an appropriate, readily available index to use as a market benchmark. Benchmarks may change over time based on changes in market conditions or cash flow requirements.

Section Nineteen: Reporting Requirements

- 19.1 The Finance Director shall submit annually a written investment policy to the City Council. The Council shall consider the investment policy at a public meeting.
- 19.2 The Finance Director shall submit a quarterly investment report to the City Council. The report must be submitted within 45 days following the end of the month covered by the report. Such report shall include at least the following information:
- Types of investments;
 - Name of the institution in which funds are invested or deposited;
 - Date of maturity, if applicable;
 - Par and dollar amount investment on all securities;
 - Percent distribution of each type of investment or deposit;
 - Current market value as of the date of the report, including source of the valuation except those under LAIF;
 - Rate of interest;
 - Average weighted yield of all investments;
 - The accrued interest earnings fiscal year-to-date for each investment;
 - A statement relating the report to the City's Investment Policy; and
 - A statement that there are sufficient funds to meet the City's next six months' financial obligations.

The Finance Director shall also submit the above information annually to the external auditors.

- 19.3 Periodic reports shall be prepared as required by circumstances or as directed by City Council. Such circumstances include, but are not limited to, notification that any City investment may be in jeopardy, or a sudden and significant drop in the current market value of any City investment.

Section Twenty: Review of Investment Policy

- 20.1 The investment policy will be reviewed and adopted at least annually within 120 days of the end of the fiscal year, to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends.
- 20.2 Any recommended modifications or amendments shall be presented by Staff to the City Council for their consideration and adoption.

Section Twenty-One: Glossary of Investment Terms

Agencies. Shorthand market terminology for any obligation issued by a *government-sponsored entity (GSE)*, or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called “FreddieMac” issues discount notes, bonds and mortgage pass-through securities.

FNMA. Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as “FannieMae,” issues discount notes, bonds and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as “GinnieMae,” issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

Asset Backed Securities. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

~~**Average Life.** In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.~~

Banker’s Acceptance. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which “accepts” the obligation to pay the investor.

Benchmark. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

Bid. The indicated price at which a buyer is willing to purchase a security or commodity.

Broker. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

California Asset Management Program. (CAMP) A California Joint Powers Authority

(JPA) established in 1989 to provide California public agencies with investment services. The CAMP Pool is a fully liquid, stable net asset value (NAV) investment option with a AAA rating from Standard and Poor's, that stresses daily liquidity and safety of principle as the two primary objectives.

Callable. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline, the issuer will likely call its current securities and reissue them at a lower rate of interest.

Certificate of Deposit (CD). A time deposit with a specific maturity evidenced by a certificate.

~~**Certificate of Deposit Account Registry SYSTEM (CDARS).** A private placement service that allows local agencies to purchase more than \$250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. Intrafi is an entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than \$250,000 each, so that FDIC coverage is maintained.~~

Collateral. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

Collateralized Bank Deposit. A bank deposit that is collateralized at least 100% (principal plus interest to maturity). The deposit is collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

Collateralized Mortgage Obligations (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

Collateralized Time Deposit. Time deposits that are collateralized at least 100% (principal plus interest to maturity). These instruments are collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

Commercial Paper. The short-term unsecured debt of corporations.

Coupon. The rate of return at which interest is paid on a bond.

Credit Risk. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

Dealer. A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

Delivery vs. Payment (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

Discount. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par

and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

Diversification. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

Duration. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a security to changes interest rates.

Federal Deposit Insurance Corporation (FDIC). The Federal Deposit Insurance Corporation (FDIC) is an independent federal agency insuring deposits in U.S. banks and thrifts in the event of bank failures. The FDIC was created in 1933 to maintain public confidence and encourage stability in the financial system through the promotion of sound banking practices.

Federally Insured Time Deposit. A time deposit is an interest-bearing bank deposit account that has a specified date of maturity, such as a certificate of deposit (CD). These deposits are limited to funds insured in accordance with FDIC insurance deposit limits.

Fiduciary. A person or organization that acts on behalf of another person(s) or organization that puts their clients' interest ahead of their own as they are bound both legally and ethically to act in the other's best interests.

Joint Powers Authority (JPA). An entity created by two or more public agencies that share a common goal in order to jointly exercise powers common to all members through a joint powers agreement or contract.

Leverage. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

Liquidity. The speed and ease with which an asset can be converted to cash.

Local Agency Investment Fund (LAIF). A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State Treasurer's Office.

Local Government Investment Pool. Investment pools that range from the State Treasurer's Office Local Agency Investment Fund (LAIF) to county pools, to Joint Powers Authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

Make Whole Call. A type of call provision on a bond that allows the issuer to pay off the remaining [debt](#) early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

Margin. The difference between the market value of a security and the loan a broker makes using that security as collateral.

Market Risk. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

Market Value. The price at which a security can be traded.

Maturity. The final date upon which the principal of a security becomes due and payable. The investment's term or remaining maturity is measured from the settlement date to final maturity.

Medium Term Notes. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

Modified Duration. The percent change in price for a 100-basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

Money Market. The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

Money Market Mutual Fund. A mutual fund that invests exclusively in short-term securities. Examples of investments in money market funds are certificates of deposit and U.S. Treasury securities. Money market funds attempt to keep their net asset values at \$1 per share.

Mortgage Pass-Through Securities. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

Municipal Securities. Securities issued by state and local agencies to finance capital and operating expenses.

Mutual Fund. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

Nationally Recognized Statistical Rating Organization (NRSRO). A credit rating agency that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

Negotiable Certificate of Deposit (CD). A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market and are payable upon order to the bearer or initial depositor (investor).

Offer (Ask). An indicated price at which market participants are willing to sell a security. Also referred to as the "aske price".

Paydown. A reduction in the principal amount owed on a bond, loan or other debt.

Placement Service Deposits. A private service that allows local agencies to invest in FDIC-insured deposits with one or more banks, savings and loans, and credit unions located in the United States. IntraFi (formerly known as CDARDS) is an example of an entity that provides this service.

Premium. The difference between the par value of a bond and the cost of the bond, when the cost is above par.

Primary Dealer. A financial institution (1) that is a trading counterparty with the Federal

Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.

Prudent Investor (Prudent Person) Rule. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as “Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes.”

Regional Dealer. A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities and that is not a primary dealer.

Repurchase Agreement. Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller’s point of view, the same transaction is a reverse repurchase agreement.

Safekeeping. A service to bank customers whereby securities are held by the bank in the customer’s name.

Securities and Exchange Commission (SEC). The U.S. Securities and Exchange Commission (SEC) is an independent federal government agency responsible for protecting investors, maintaining fair and orderly functioning of securities markets and facilitating capital formation. It was created by Congress in 1934 as the first federal regulator of securities markets. The SEC promotes full public disclosure, protects investors against fraudulent and manipulative practices in the market, and monitors corporate takeover actions in the United States.

Securities and Exchange Commission SEC) Rule 15c3-1. An SEC rule setting capital requirement for brokers and dealers. Under Rule 15c3-1, a broker or dealer must have sufficient liquidity in order to cover the most pressing obligations. This is defined as having a certain amount of liquidity as a percentage of the broker/dealer's total obligations. If the percentage falls below a certain point, the broker or dealer may not be allowed to take on new clients and may have restrictions placed on dealings with current client.

Structured Note. Notes issued by Government Sponsored Enterprises (FHLB, FNMA, etc.) and Corporations, which have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates – for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

Supranational. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

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

U.S. Treasury Obligations. Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

Treasury Bills. All securities issued with initial maturities of one year or less are issued as discounted instruments and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.

Treasury Notes. All securities issued with initial maturities of two to ten years are called Treasury notes and pay interest semi-annually.

Treasury Bonds. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

Volatility. The rate at which security prices change with changes in general economic conditions to the general level of interest rates.

Yield to Maturity. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.



TITLE

Napa Airport Corporate Center Development Agreement Extension

RECOMMENDATION

Adopt 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 July 15, 2025, the City Council approved the first reading of an Ordinance approving a 5-year extension to the Napa Airport Corporate Center Development Agreement. The NACC project is located at the southeast corner of Devlin Road and S. Kelly Road. The location is depicted in Attachment 2.

If the final reading is approved, the Development Agreement will become effective on September 3, 2025. A copy of the Ordinance is included as 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 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.

COMMUNICATION

Level 0: No Further Public Communication Needed

ATTACHMENTS:

1. [NACC DA Extension Ordinance rev 08.01.2025](#)
1. [Exhibit A NACC Development Agreement Extension 08.05.25](#)
2. [NACC Project Location](#)

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.
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

Teresa L. Highsmith, 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. PL20-016, 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.

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

EXHIBIT A

Legal Description for the Property

[Attached behind this cover page]

Exhibit C

EXHIBIT A



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

Page 1 of 4

- 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 $16^{\circ} 26' 51''$ 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 $28^{\circ} 33' 08''$ 386.21 feet; thence
- 6) North $43^{\circ} 52' 07''$ 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 $76^{\circ} 44' 37''$ West; thence
- 7) Northerly along said curve, through a central angle of $8^{\circ} 13' 40''$ 71.80 feet; thence
- 8) North $5^{\circ} 01' 43''$ East, 85.60 feet; thence
- 9) North $84^{\circ} 58' 17''$ West, 5.50 feet; thence
- 10) North $5^{\circ} 01' 43''$ East, 230.00 feet; thence
- 11) North $84^{\circ} 58' 17''$ West, 9.50 feet; thence
- 12) North $5^{\circ} 01' 43''$ East, 43.24 feet to the South line of said strip of land described as Exhibit "A-1"; thence, along said South line, South $84^{\circ} 57' 52''$ 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 $5^{\circ} 01' 43''$ 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 $13^{\circ} 38' 08''$ 246.09 feet; thence
 - 3) North $8^{\circ} 36' 25''$ 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.



Bryan P. Bonino *7/10/20*
Bryan P. Bonino Date

EXHIBIT B

WILLIAM D. ROSS MEMORANDUM DATED FEBRUARY 1, 2023

[Attached behind this cover page]

Exhibit B

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
Giovanoni	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



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. to 6:00 p.m. on Saturdays, and between 10:00 a.m. and 6:00 p.m. on Sundays and State and Federal holidays.
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-foot 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,

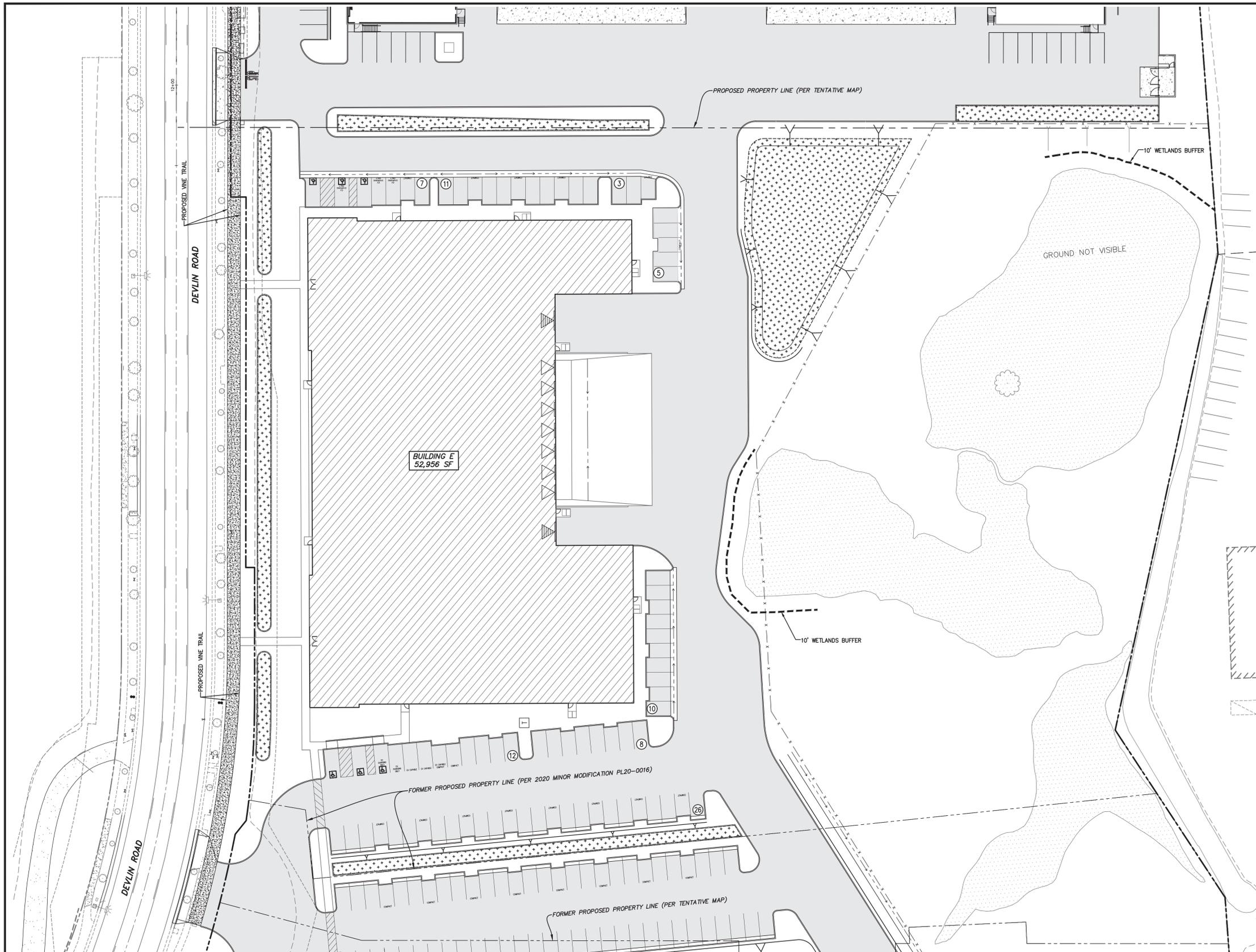
City of American Canyon



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



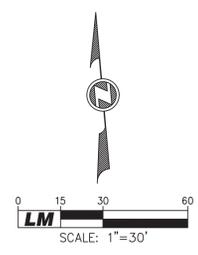
APPROVED PARKING							
STANDARD	COMPACT	COMPACT EV CAPABLE	ACCESSIBLE	ACCESSIBLE EV CHARGING ONLY	STANDARD EV CHARGING ONLY	STANDARD EV CAPABLE	TOTAL
49	21	1	4 (1 VAN)	2 (1 VAN)	3	2	82

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

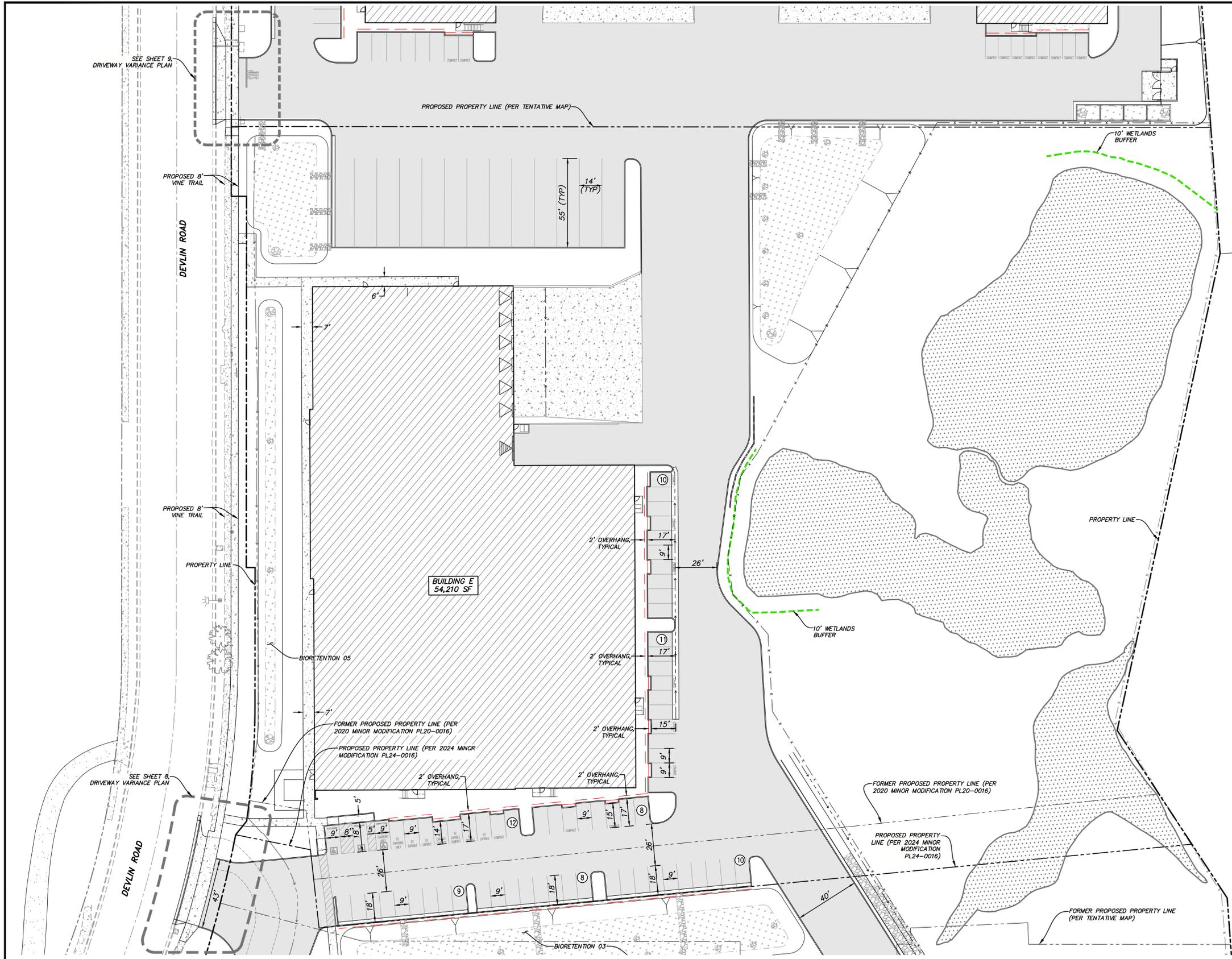
BY: PAYMON FARDANESH
 DATE: 01-08-2024 P.E. 68117

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'	1
DATE: 01-08-2024 JOB NO. 4775-1	SHEET 1 OF 10

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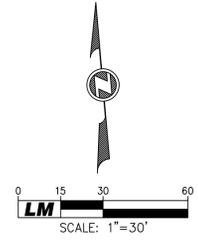


PARKING REQUIREMENTS	
BUILDING	E
WAREHOUSING/STORAGE SF	53,210
REQUIRED STALLS (SEE NOTE 1)	37
OFFICE SPACE SF	1,000
REQUIRED STALLS (SEE NOTE 2)	4
TOTAL STALLS REQUIRED	41

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
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 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

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

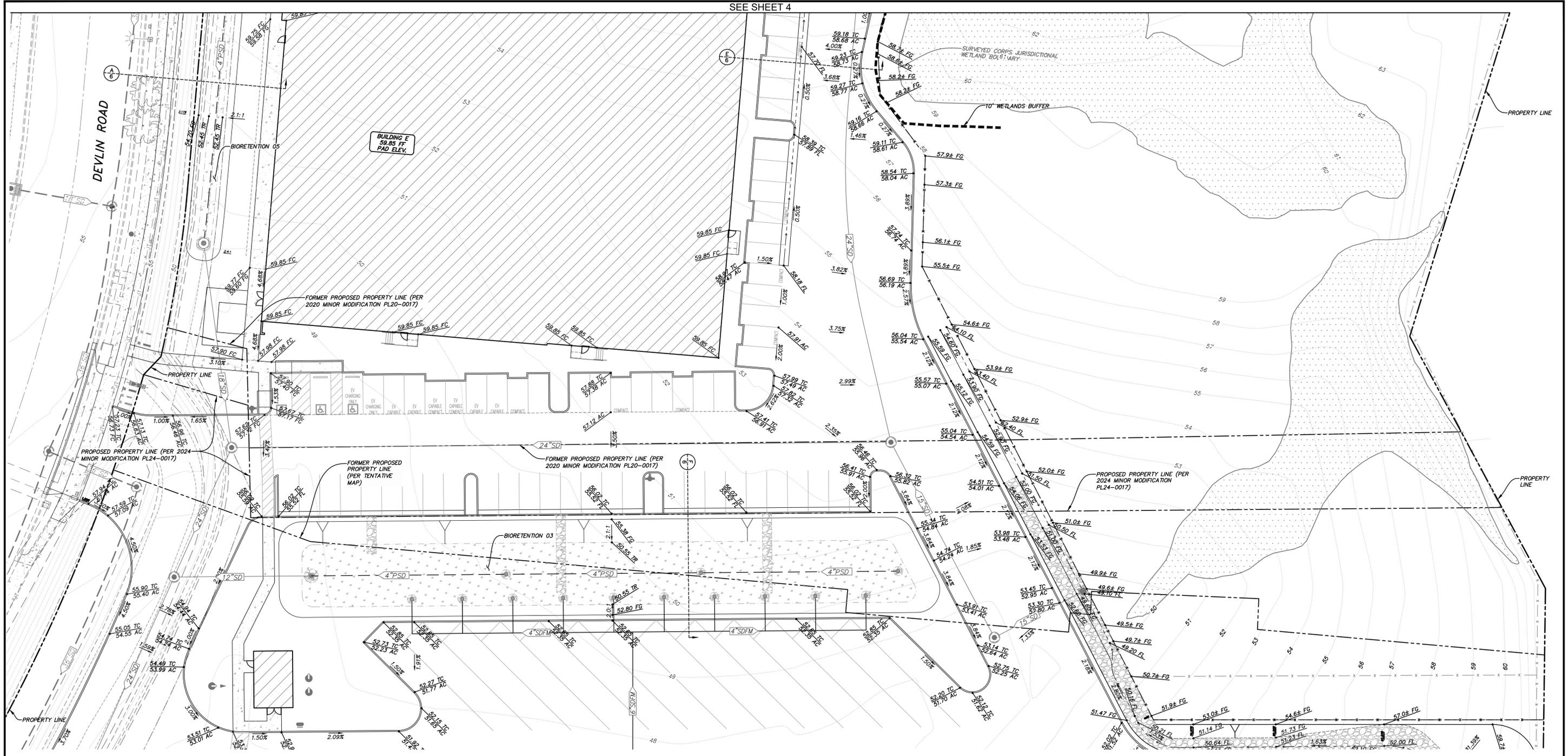
PROPOSED SITE PLAN (PL24-0016)

SCALE: 1"=30'

DATE: 01-08-2024
 JOB NO. 4775-1

SHEET 2 OF 10

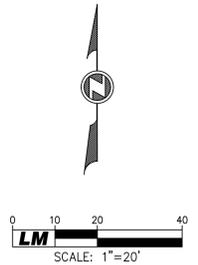
SEE SHEET 4



GRADING LEGEND:

- - - - -	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
[Pattern]	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
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 P.O. BOX 828, WOODLAND, CALIFORNIA 95776 • FAX: (530) 662-4602

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

REGISTERED PROFESSIONAL ENGINEER
 CIVIL
 STATE OF CALIFORNIA
 No. 68117

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

SCALE: 1"=20'

3

DATE: 01-08-2024
 JOB NO. 4775-1

SHEET 3 OF 10

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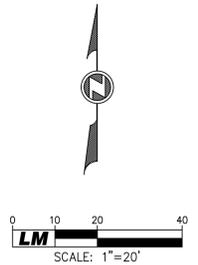


SEE SHEET 3

GRADING LEGEND:

- - - - -	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
[Pattern]	PROPOSED BIORETENTION FACILITY

- GENERAL NOTES:**
- TOP OF CURB (TC) = 0.5' + PAVEMENT ELEVATION (AC), FLOWLINE ELEVATION (FL), OR CONCRETE ELEVATION (FC), UNLESS OTHERWISE NOTED.
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DESIGNED BY	PF				
DRAWN BY	JB				
CHECKED BY	PDC				
REV.	DATE	DESCRIPTION	BY	APP'D.	

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 No. 68117
 CIVIL
 STATE OF CALIFORNIA

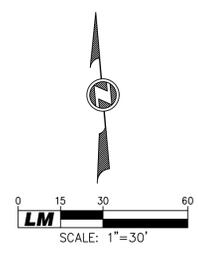
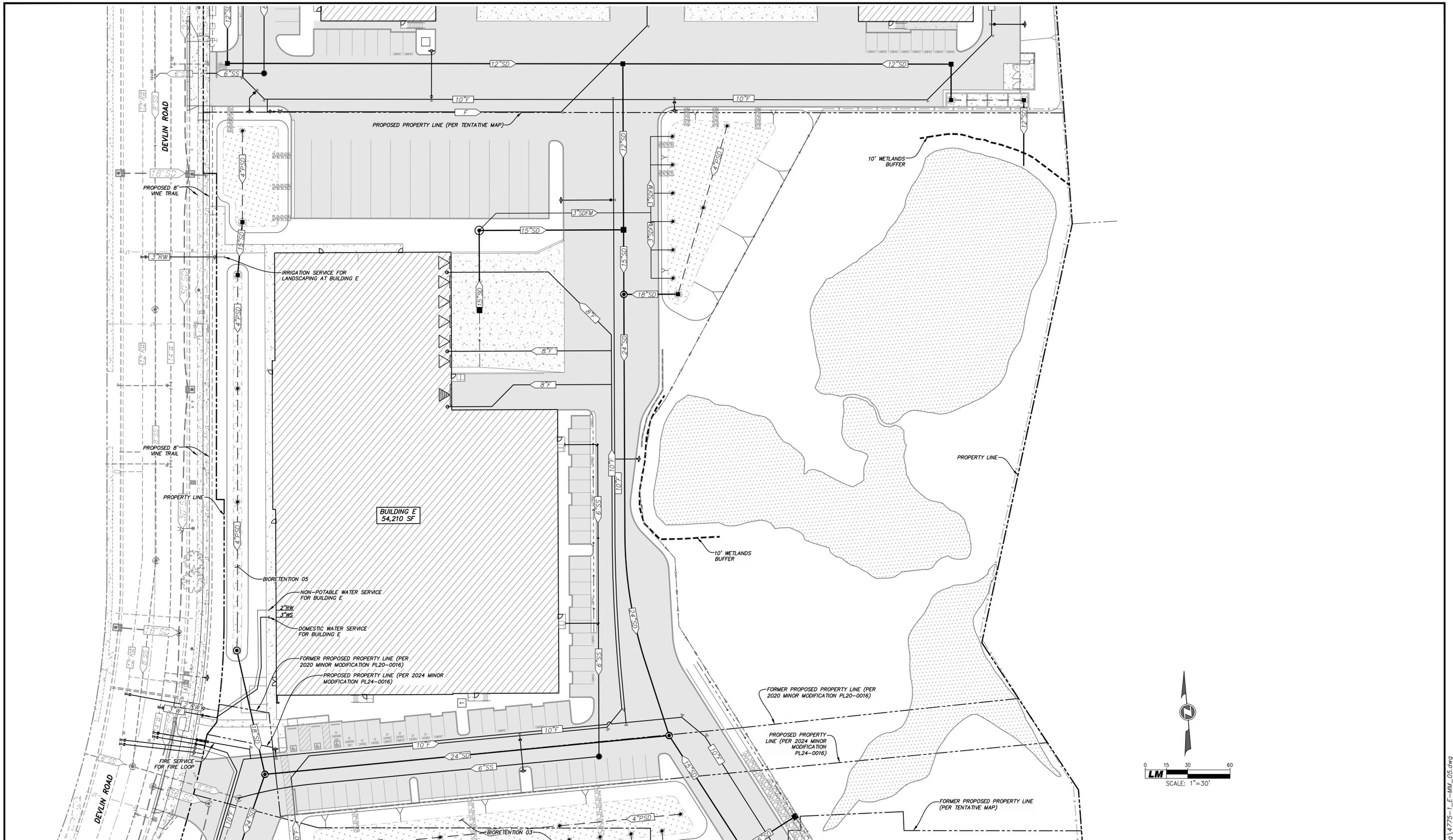
MINOR MODIFICATION FOR
**NAPA AIRPORT CORPORATE CENTER
 BUILDING E**

920 DELVIN ROAD CITY OF AMERICAN CANYON CALIFORNIA

GRADING PLAN

SCALE	1"=20'	SHEET 4 OF 10
DATE:	01-08-2024	
JOB NO.	4775-1	

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DESIGNED BY	PF				
DRAWN BY	JB				
CHECKED BY	PDC				
REV.	DATE	DESCRIPTION	BY	APP'D.	

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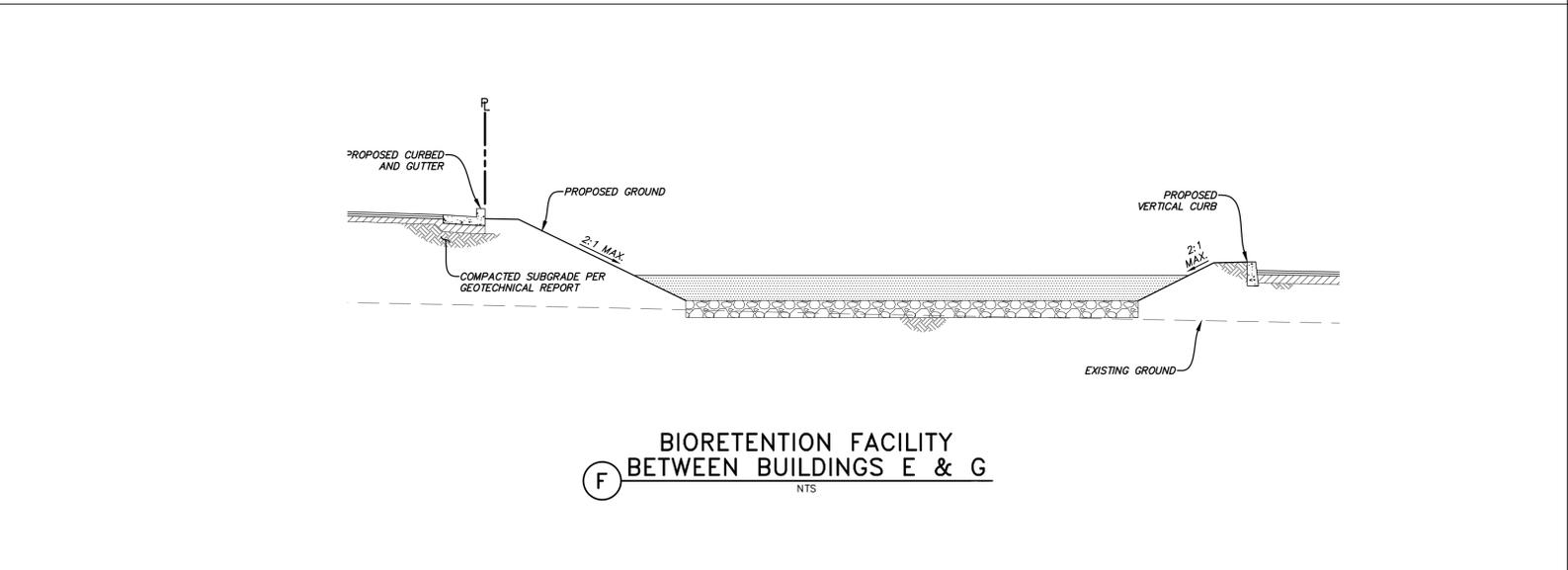
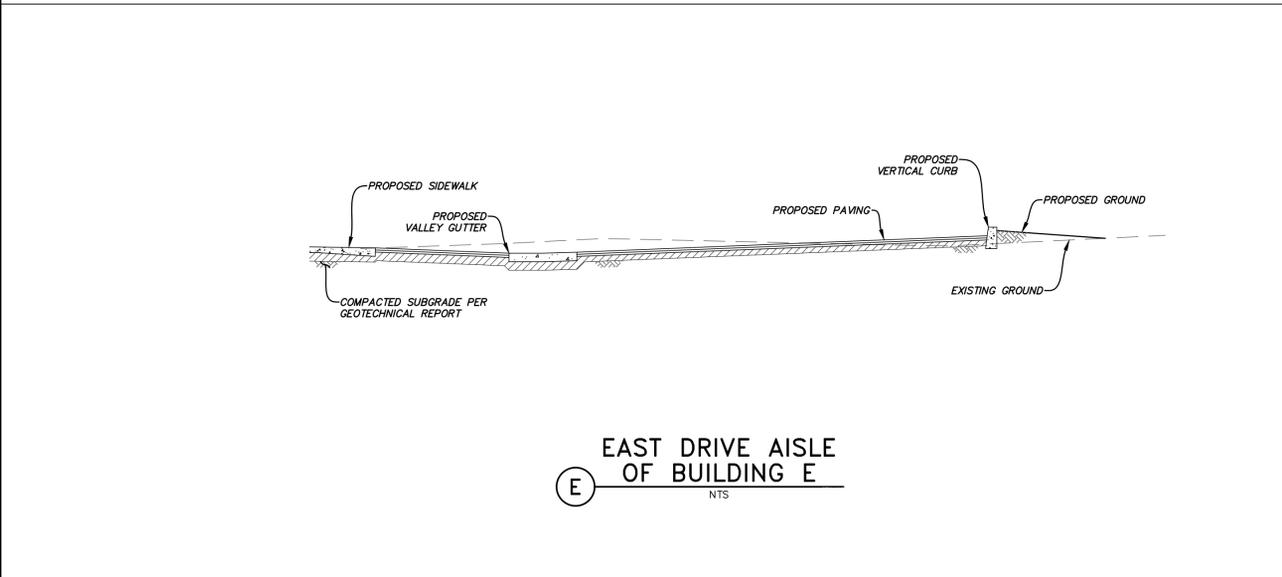
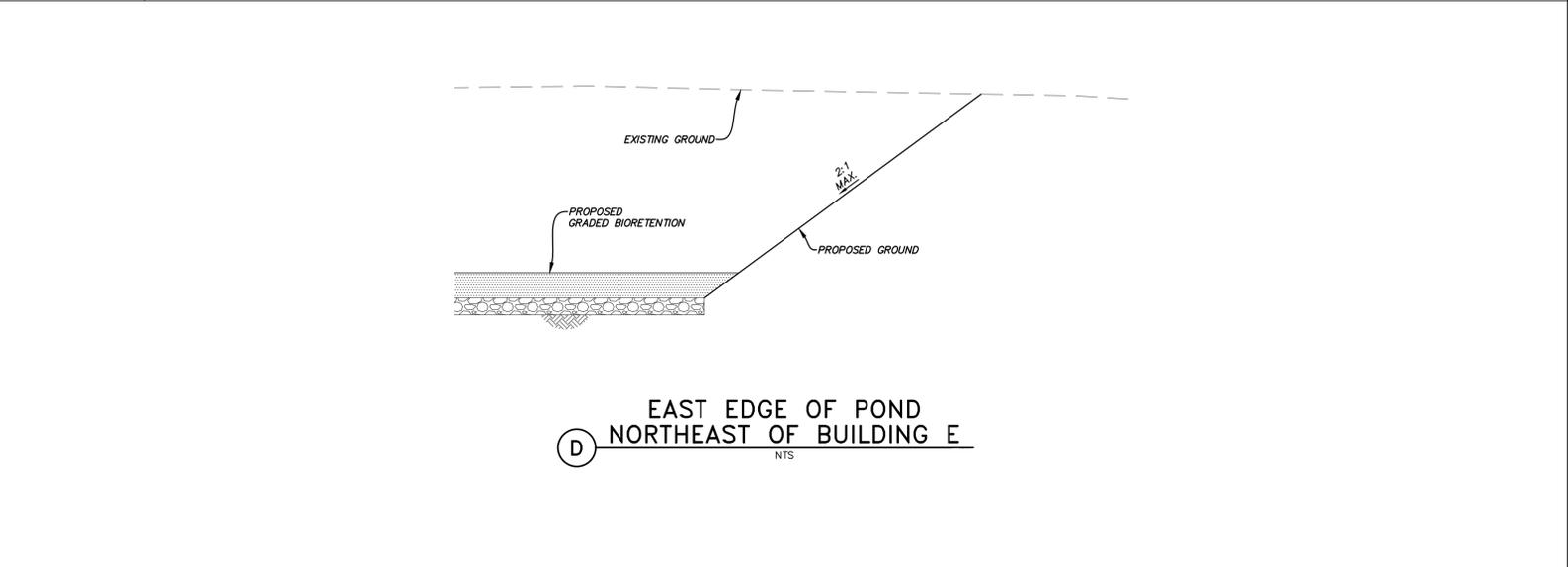
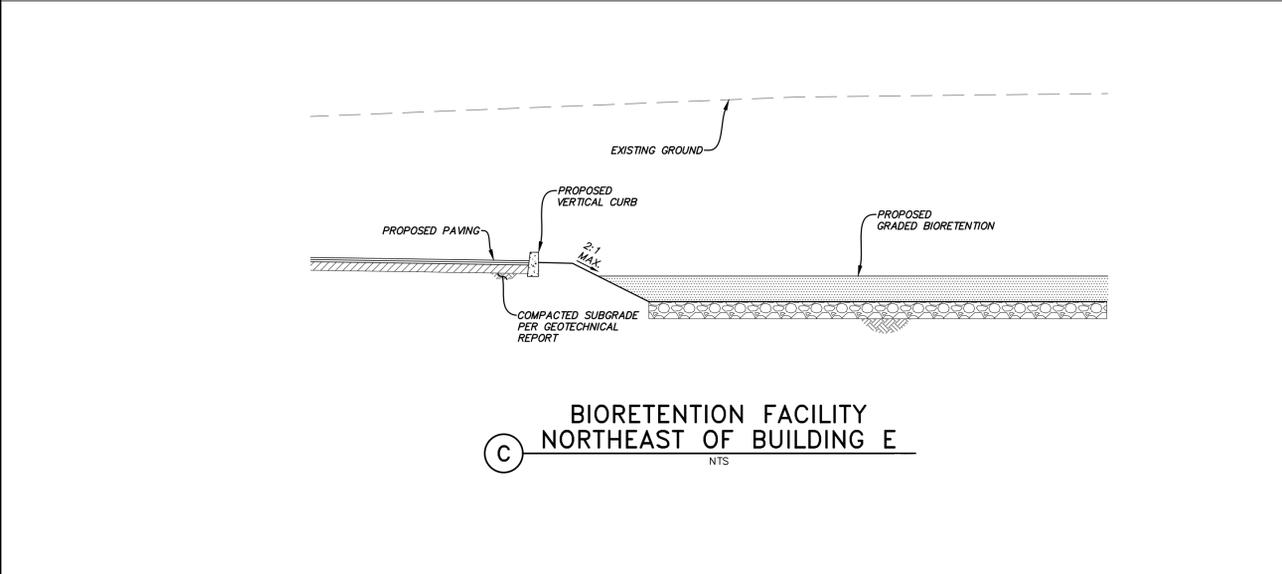
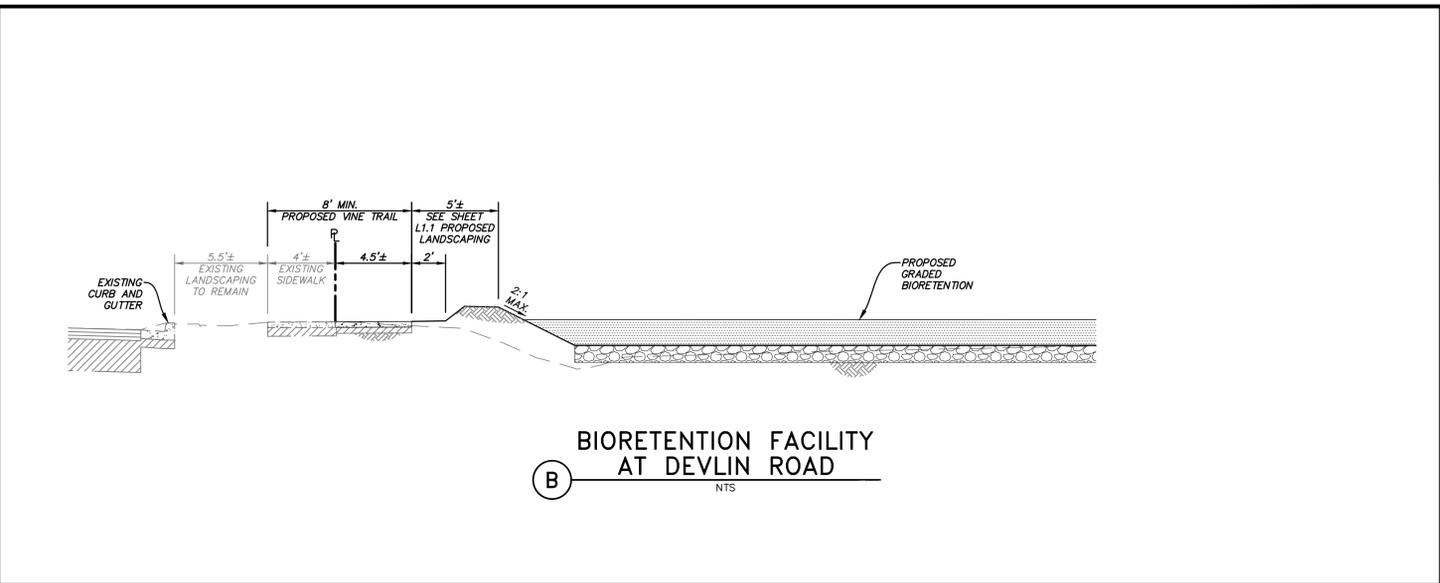
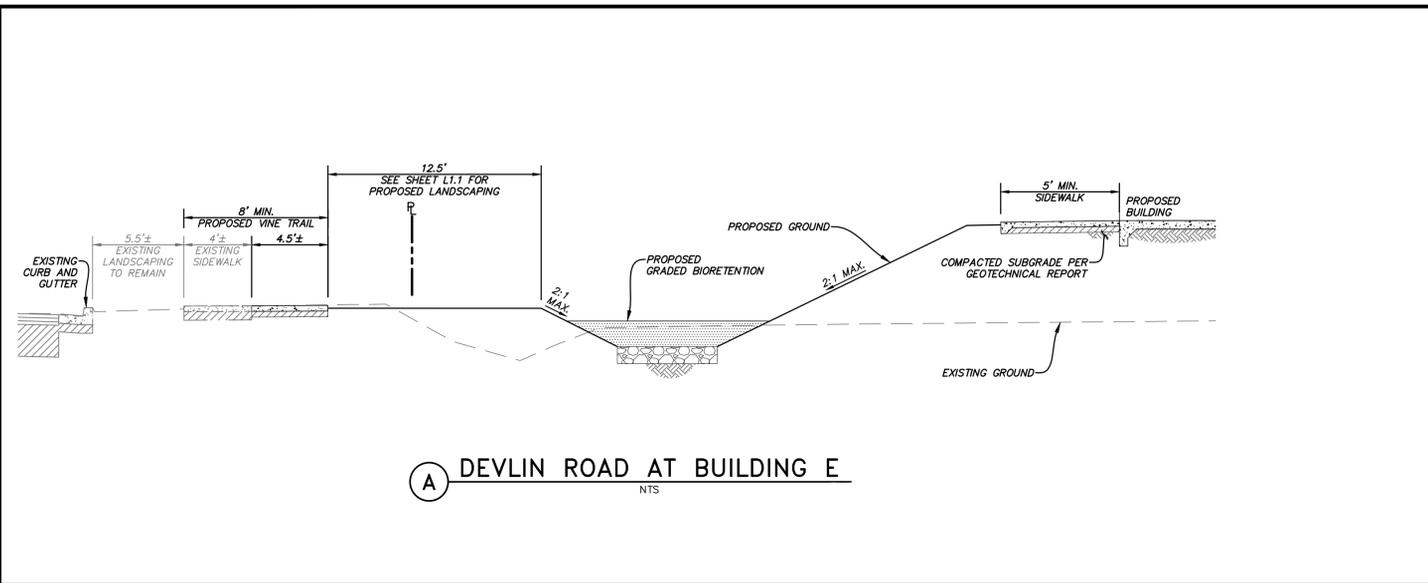
MINOR MODIFICATION FOR NAPA AIRPORT CORPORATE CENTER BUILDING E
 920 DELVIN ROAD CITY OF AMERICAN CANYON CALIFORNIA

SCALE: 1"=30'

DATE: 01-08-2024
 JOB NO. 4775-1

SHEET 5 OF 10

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

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

SCALE AS SHOWN

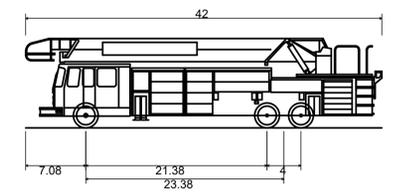
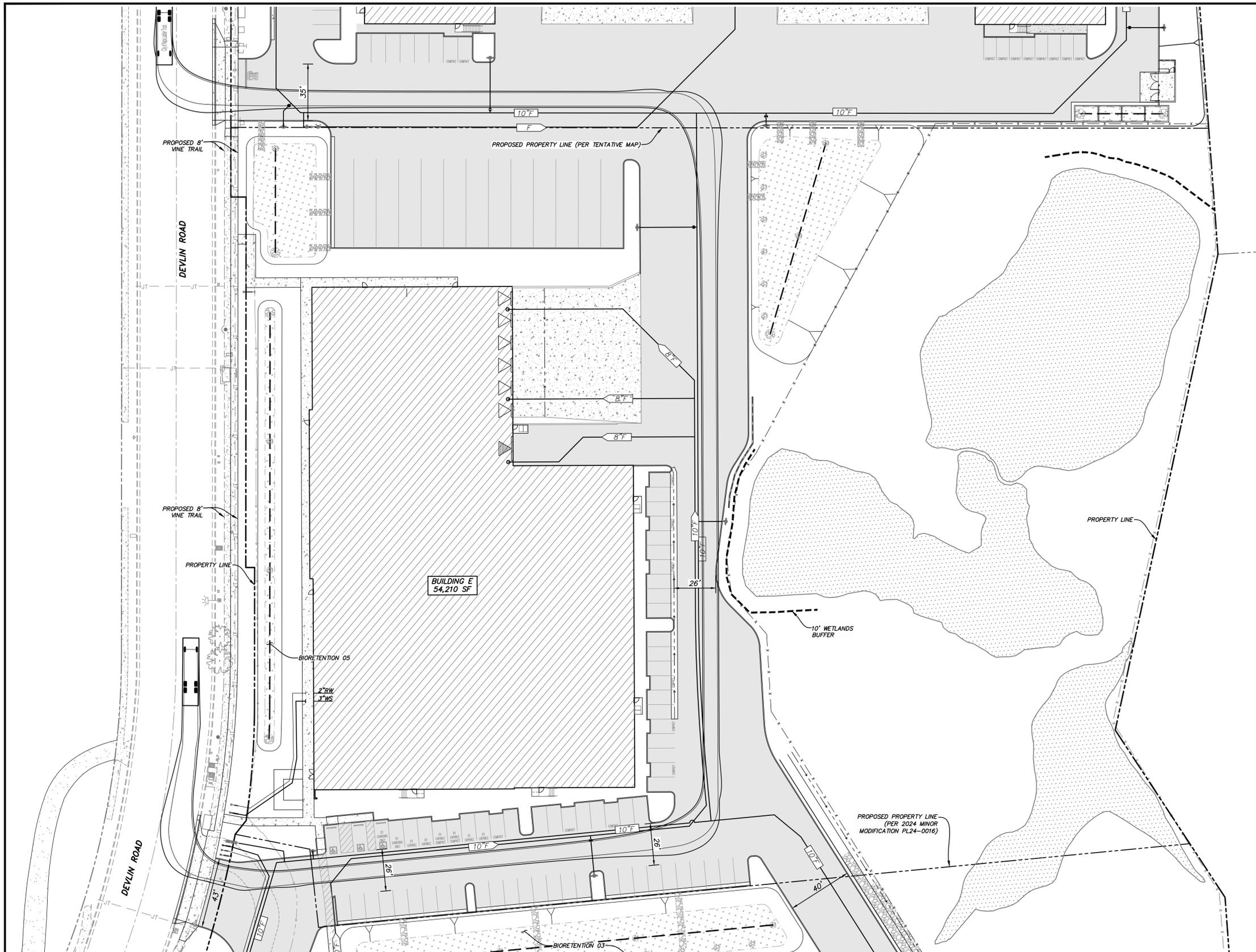
SECTIONS

DATE: 01-08-2024
 JOB NO. 4775-1

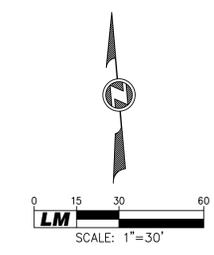
SHEET 6 OF 10

6

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°



DESIGNED BY	PF				
DRAWN BY	JB				
CHECKED BY	PDC				
REV.	DATE	DESCRIPTION	BY	APP'D.	

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 DATE: 01-08-2024 P.E. 68117

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

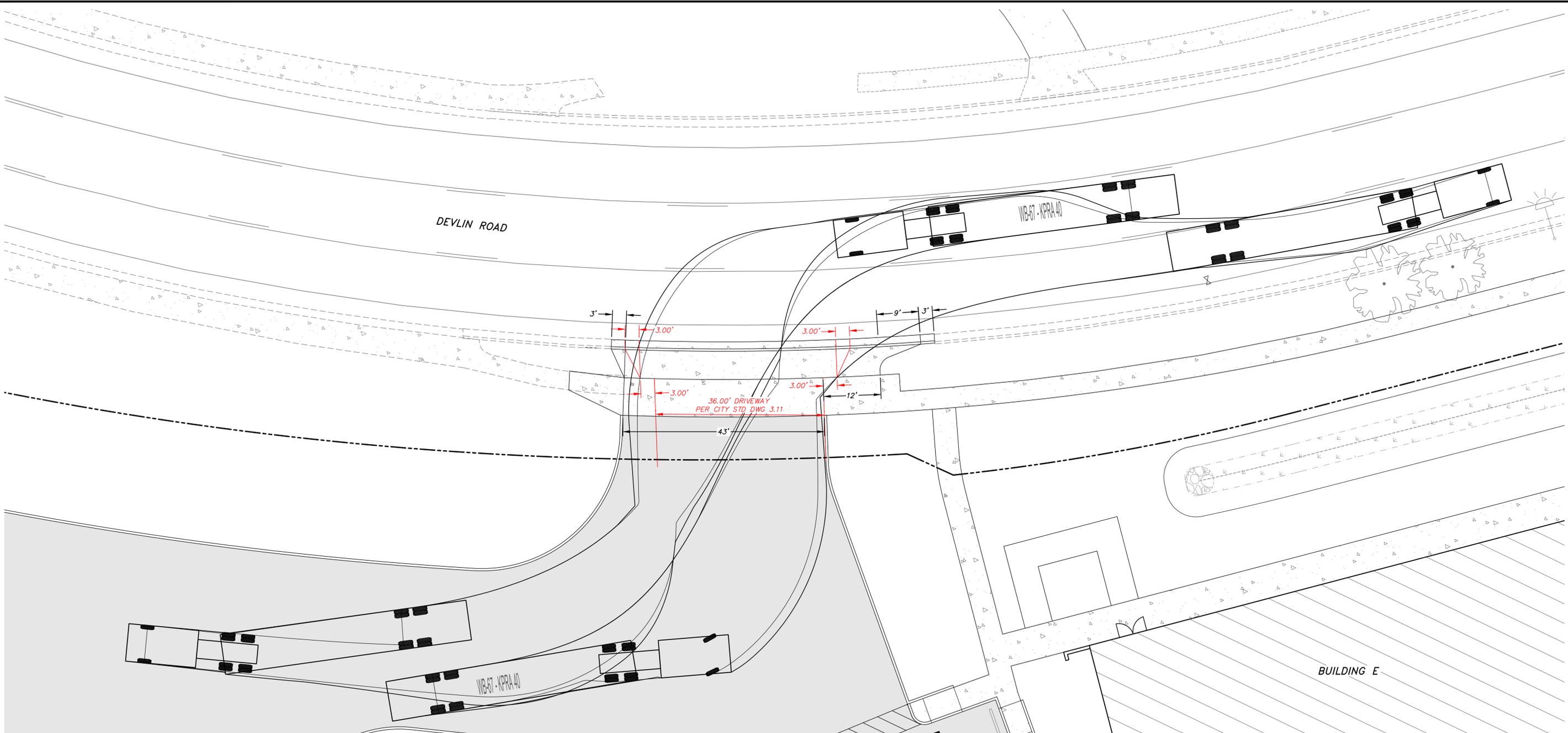
PROPOSED FIRE PLAN

SCALE
1"=30'

DATE: 01-08-2024
 JOB NO. 4775-1

7
 SHEET 7 OF 10

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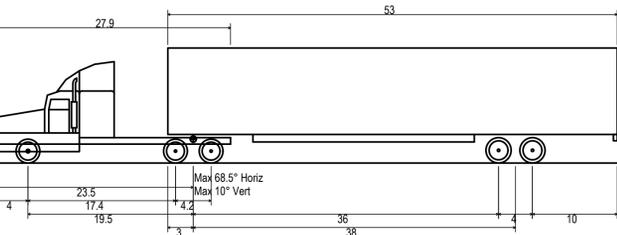


DEVLIN ROAD

WB-67 - KPRA 40

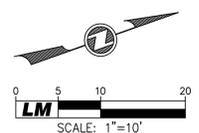
WB-67 - KPRA 40

BUILDING E



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.



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

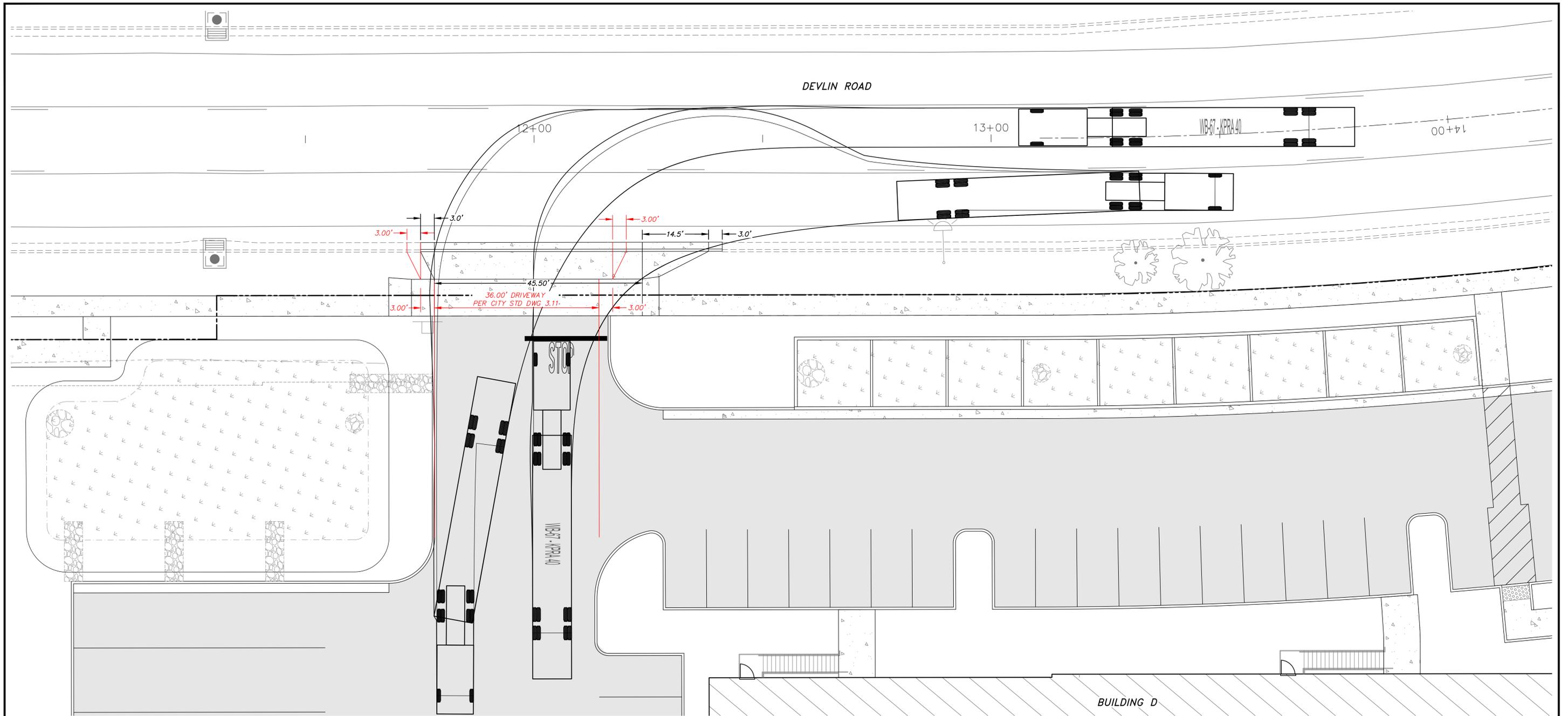
MINOR MODIFICATION FOR NAPA AIRPORT CORPORATE CENTER BUILDING E
 920 DELVIN ROAD CITY OF AMERICAN CANYON CALIFORNIA

SCALE 1"=10'

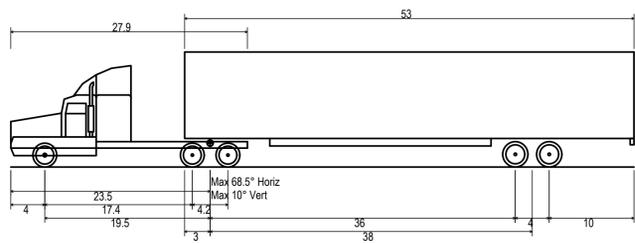
8 SHEET 8 OF 10

DATE: 01-08-2024
 JOB NO. 4775-1

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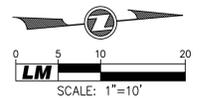


VARIANCE REQUEST:
 APPLICANT REQUESTS A VARIANCE TO COMMERCIAL CURB CUTS & DRIVEWAY REGULATIONS (STANDARD DWG. # 3.11) TO ACCOMMODATE TRUCK TURN MOVEMENTS.



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°

BUILDING D



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

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

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

no.	NATIVE	BOTANICAL NAME	COMMON NAME	SIZE	WATER REGIME HYDROZONE	MATURE HABIT H X W
TREES						
	X	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						SPACING
	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 RAZZLEBERRY	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 L. '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 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.

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.

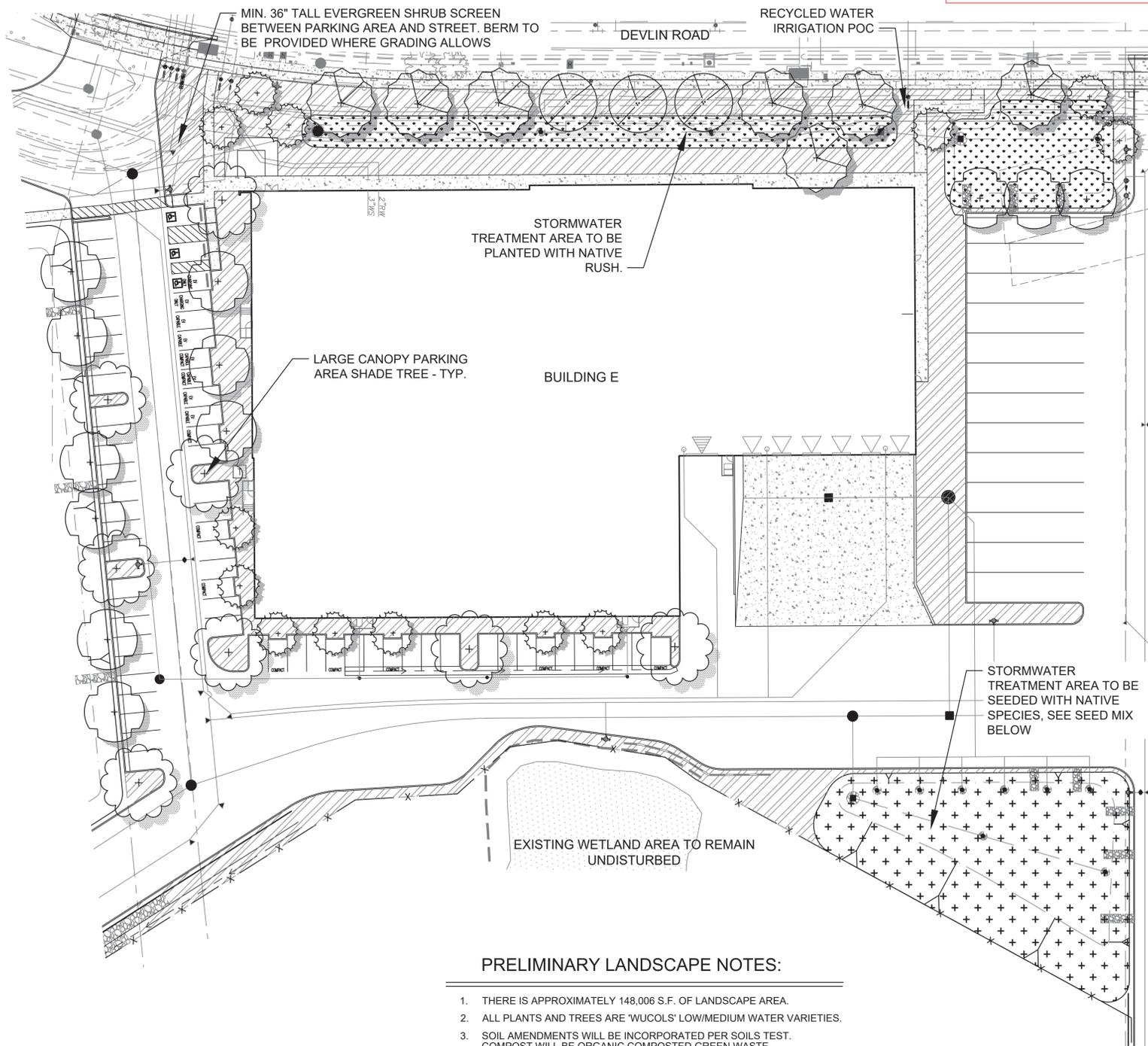
PRELIMINARY IRRIGATION NOTES:

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. 'WEL0' DOCUMENTATION SHALL BE SUBMITTED WITH LANDSCAPE IMPROVEMENTS PLANS (CONSTRUCTION DOCUMENTS).
6. SEE RECYCLED WATER NOTES TO THE RIGHT

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
OENOTHERA HOOKERI, HOOKER'S EVENING PRIMROSE



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	10,716 s.f.
Existing Wetland Area to Remain Undisturbed	104,663 s.f.
Landscape Totals	148,006 s.f.

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
△ --	---



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	Reviewed	bh
Drawn	kh	Project No.	---
Scale	---	Issue Date	---

Preliminary
Landscape Plan

BEFORE EXCAVATING CALL: 811
48-HOURS BEFORE ALL
PLANNED WORK OPERATIONS



Know what's below.
Call before you dig.

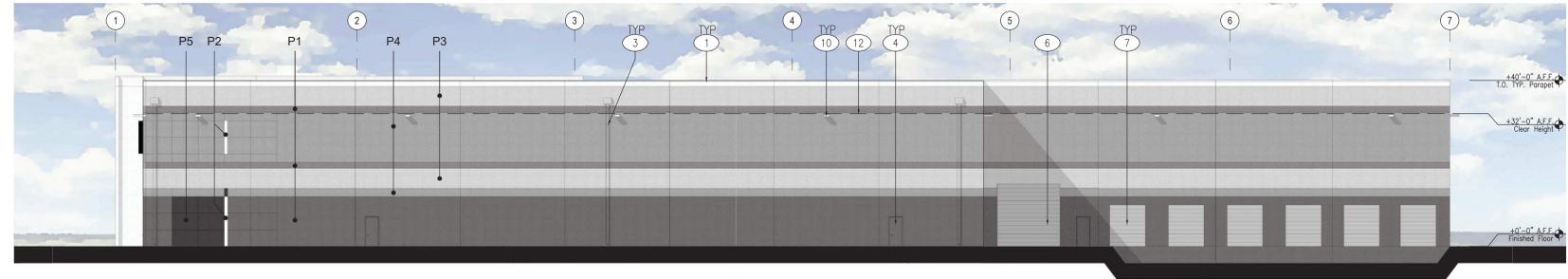


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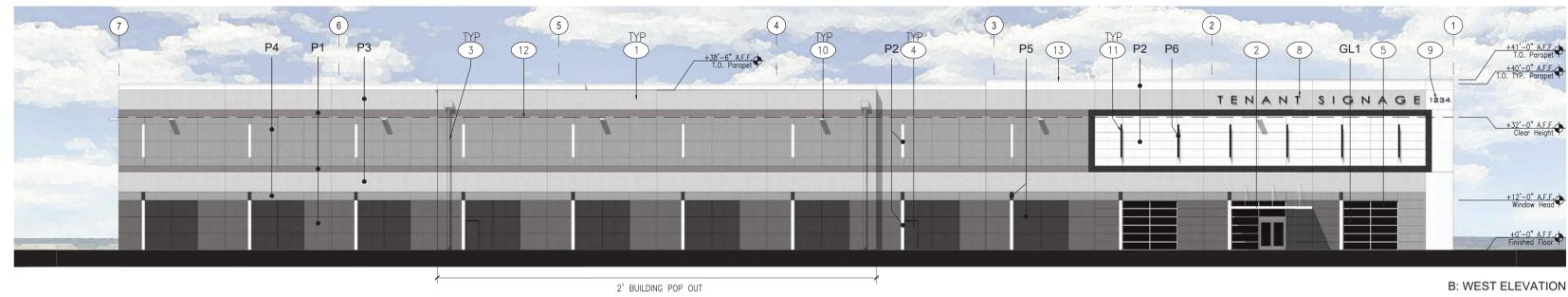
Attachment 3:
PL24-0016 NACC BLDG E MM -
Exterior Elevations

City of American Canyon
 Planning Division Approval

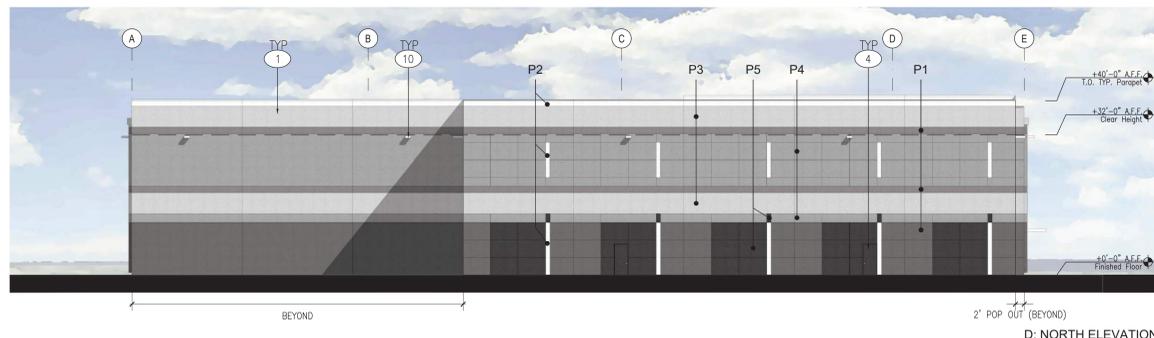
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 Authorized Signature Date



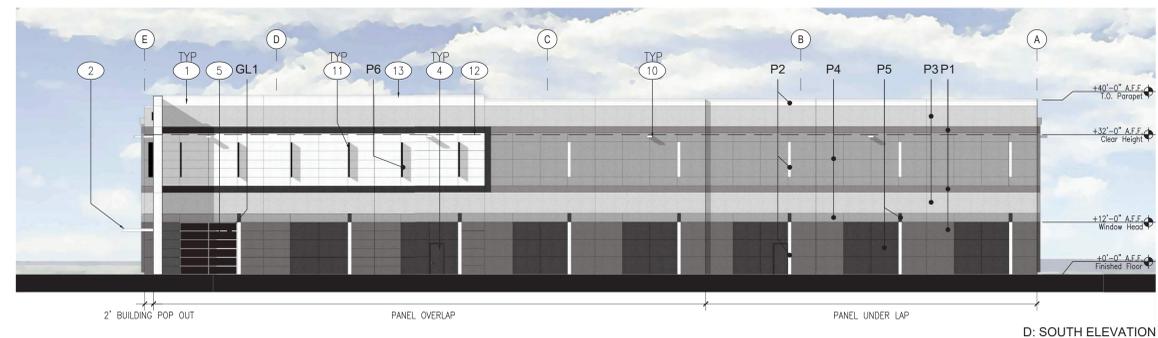
A: EAST ELEVATION



B: WEST ELEVATION



D: NORTH ELEVATION



D: SOUTH ELEVATION



E: PERSPECTIVE VIEW OF MAIN ENTRY



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 SW7860 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 FIN'S'. PAINT AS SPECIFIED.
- 12 DASHED LINE INDICATES INTERNAL CLEAR HEIGHT.
- 13 FUTURE ROOF MOUNTED HVAC EQUIPMENT TO BE SCREENED FROM VIEWS FROM THE PUBLIC ROADWAYS. 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



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

4/4/2025

Date

STEVE LAY

Applicant's name



Property Owner's signature

4/4/2025

Date

G3 KELLY DEVLIN LLC

Property Owner's name

(KEVIN LUTTENBERGER - MANAGER)

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



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. to 6:00 p.m. on Saturdays, and between 10:00 a.m. and 6:00 p.m. on Sundays and State and Federal holidays.
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-foot 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



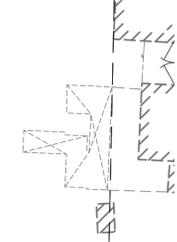
William He, AICP
Senior Planner, Community Development Department

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.

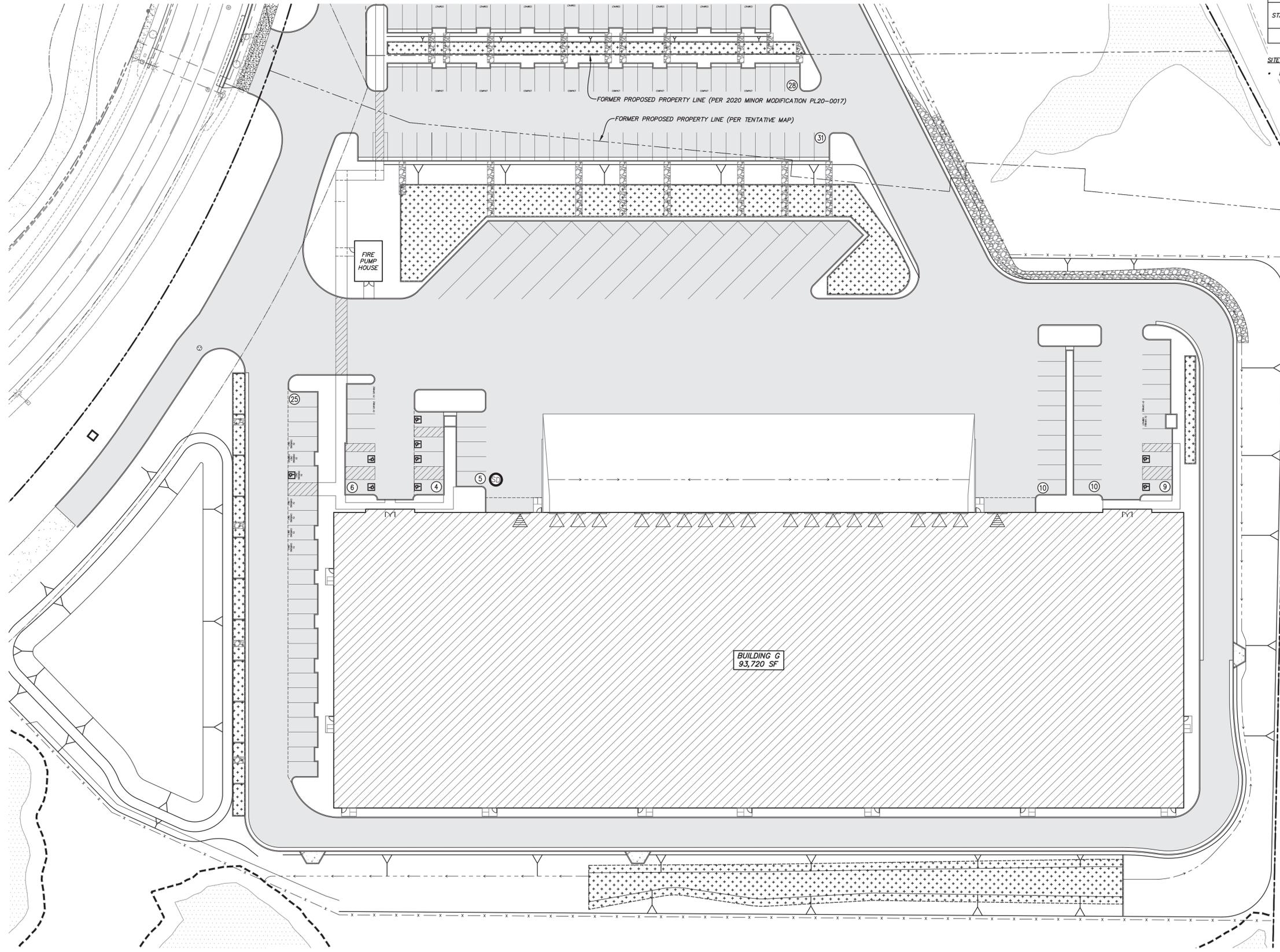
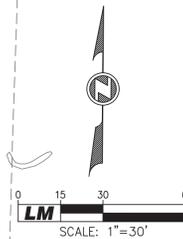


Attachment 1:
 PL24-0017 NACC BLDG G MM -
 Site Plan

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

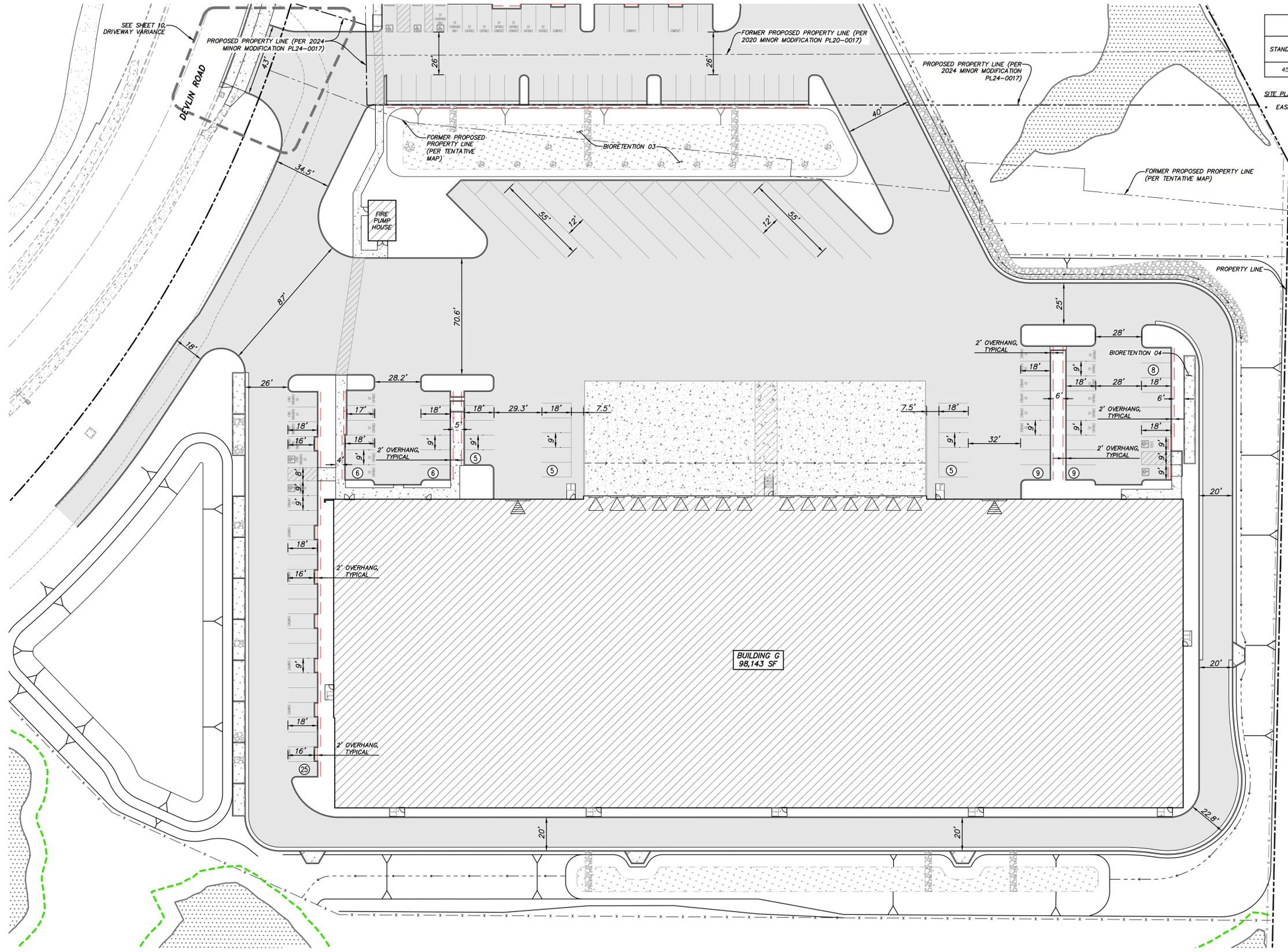


MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER BUILDING G
 940 DEVLIN ROAD CITY OF AMERICAN CANYON CALIFORNIA

APPROVED SITE PLAN (PL20-0017)

SCALE 1"=30'	1
DATE: 01-08-2024 JOB NO. 4775-1	SHEET 1 OF 11

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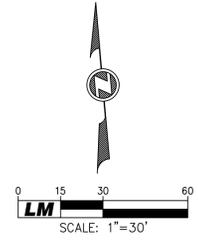


PROPOSED PARKING							
STANDARD	COMPACT	COMPACT EV CAPABLE	ACCESSIBLE	ACCESSIBLE EV CHARGING ONLY	STANDARD EV CHARGING ONLY	STANDARD EV CAPABLE	TOTAL
45	6	1 EVCO	2 (1 VAN)	2 VAN	3	19	78

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.	

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

MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER BUILDING G
 940 DEVILIN ROAD CITY OF AMERICAN CANYON CALIFORNIA

PROPOSED SITE PLAN (PL24-0017)

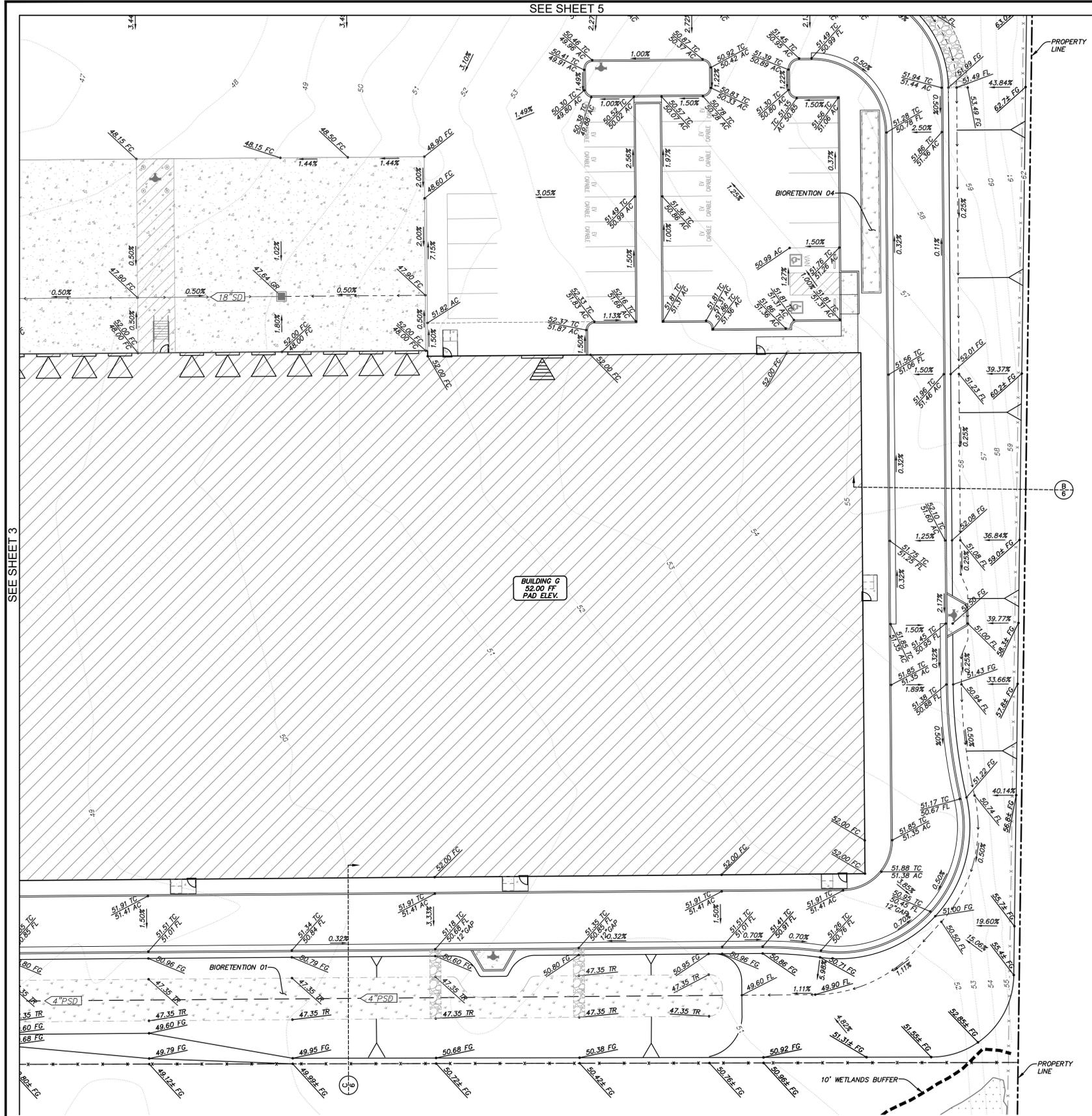
SCALE: 1"=30'

DATE: 01-08-2024
 JOB NO. 4775-1

2
 SHEET 2 OF 11

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SEE SHEET 5



- 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
 - [Patterned Box] - 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.

SEE SHEET 3

BUILDING G
52.00 FF
PAD ELEV.



DESIGNED BY	PF				
DRAWN BY	JB				
CHECKED BY	PDC				
REV.	DATE	DESCRIPTION	BY	APP'D.	

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 P.O. BOX 828, WOODLAND, CALIFORNIA 95776 • FAX: (530) 662-4602

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



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

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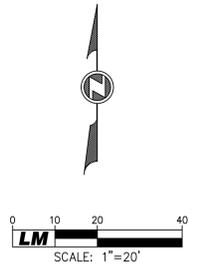


- GRADING LEGEND:**
- R--R--R--R--R-- PROPOSED RIDGE LINE
 - PROPOSED PAVEMENT FLOW LINE
 - 60.50 TC
60.00 AC → - PROPOSED ELEVATION (DESCRIPTIONS AS LISTED BELOW)
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 - FG: FINISHED GROUND
 - [Pattern] - PROPOSED BIORETENTION FACILITY

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SEE SHEET 6

SEE SHEET 3



DESIGNED BY	PF				
DRAWN BY	JB				
CHECKED BY	PDC				
REV.	DATE	DESCRIPTION	BY	APP'D.	

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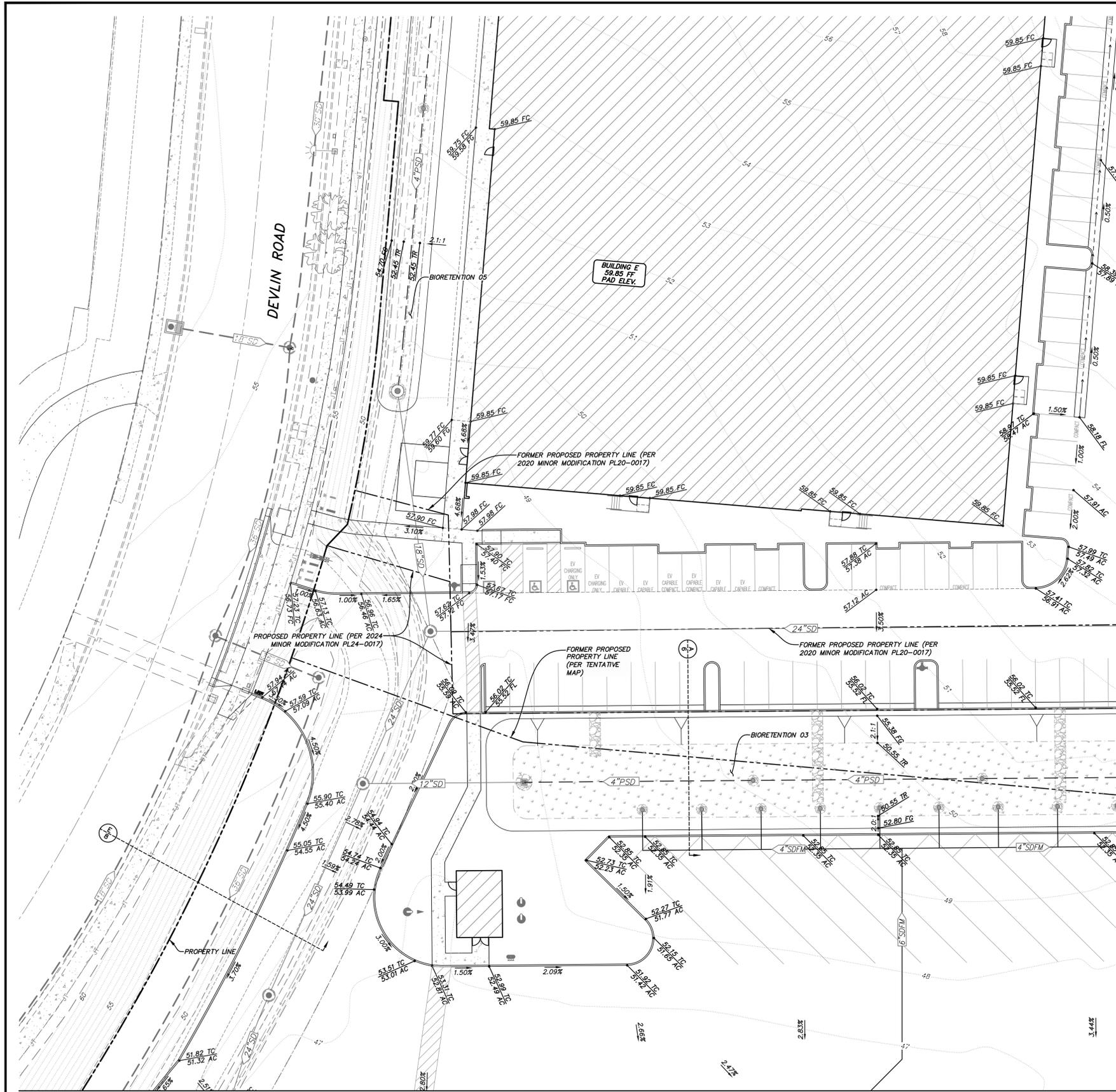
BY: PAYMON FARDANESH
 DATE: 01-08-2024 P.E. 68117

MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER BUILDING G
 940 DEVLIN ROAD CITY OF AMERICAN CANYON CALIFORNIA

GRADING PLAN

SCALE	1"=20'	SHEET 5 OF 11
DATE:	01-08-2024	
JOB NO.	4775-1	

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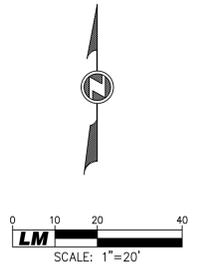


- GRADING LEGEND:**
- R-R-R-R-R- - PROPOSED RIDGE LINE
 - - - - - PROPOSED PAVEMENT FLOW LINE
 - 60.50 TC
60.00 AC - PROPOSED ELEVATION (DESCRIPTIONS AS LISTED BELOW)
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SEE SHEET 5

SEE SHEET 3



DESIGNED BY	PF				
DRAWN BY	JB				
CHECKED BY	PDC				
REV.	DATE	DESCRIPTION	BY	APP'D.	

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

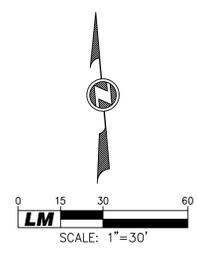
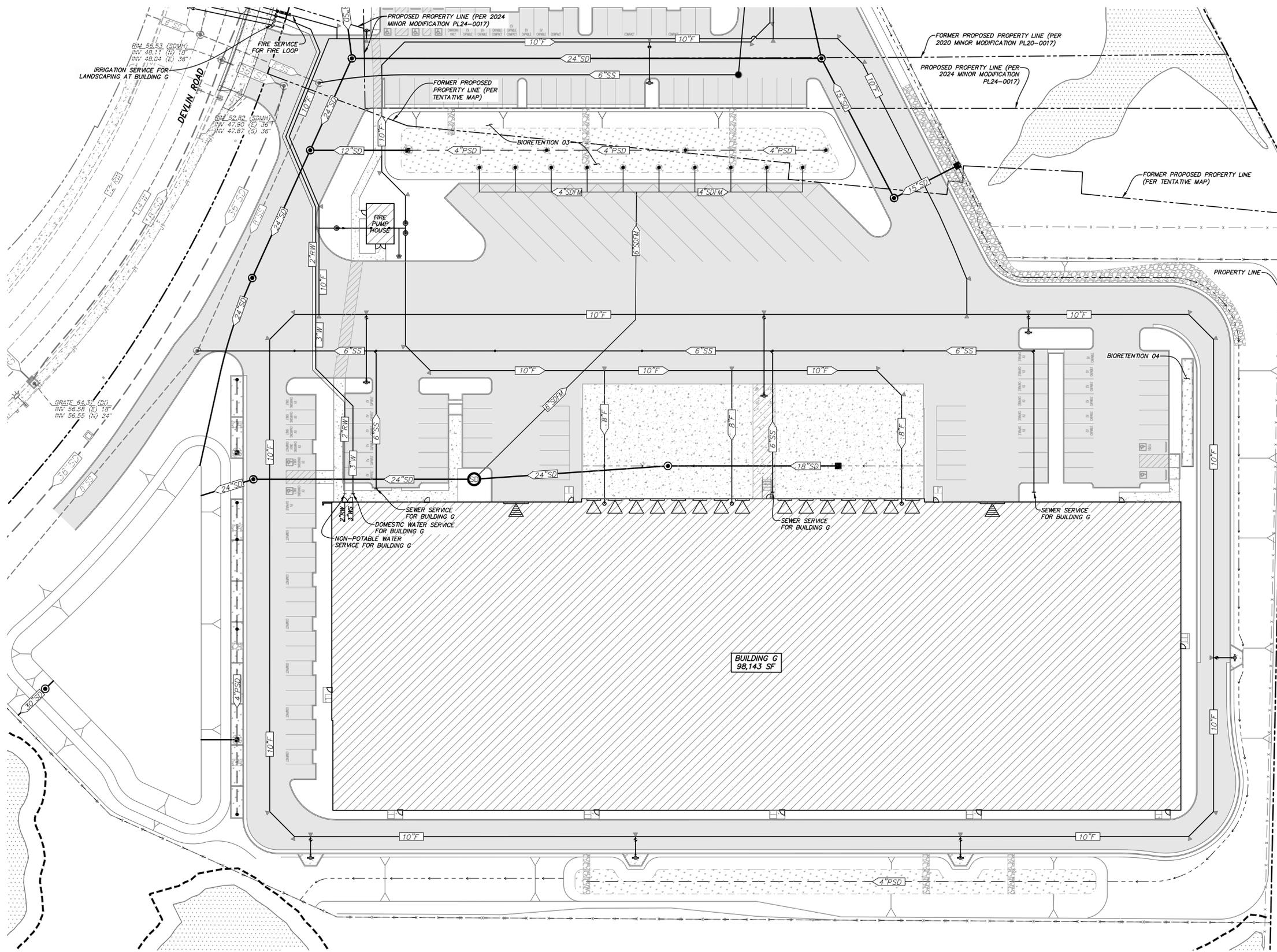


MINOR MODIFICATION FOR NAPA AIRPORT CORPORATE CENTER BUILDING G
 940 DEVILIN ROAD CITY OF AMERICAN CANYON CALIFORNIA

GRADING PLAN

SCALE	1"=20'	SHEET 6 OF 11
DATE:	01-08-2024	
JOB NO.	4775-1	

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DESIGNED BY	BPB				
DRAWN BY	EDT				
CHECKED BY	PDC				
REV.	DATE	DESCRIPTION	BY	APP'D.	

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 P.O. BOX 828, WOODLAND, CALIFORNIA 95776 • FAX: (530) 662-4602

BY: PAYMON FARDANESH
 DATE: 06-05-2024 P.E. 68117

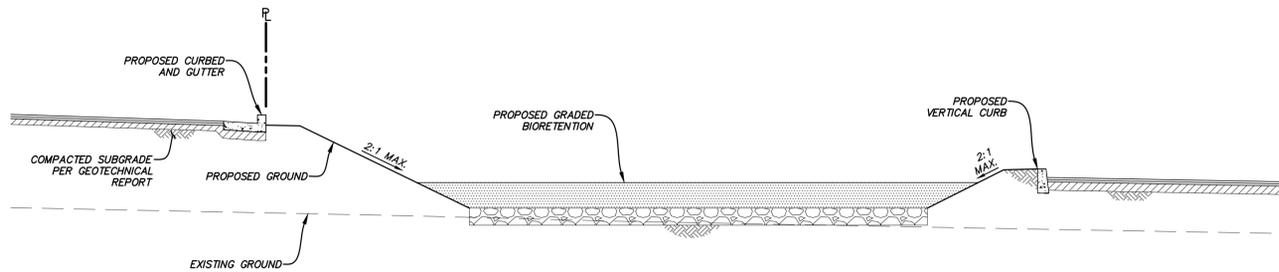
MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER – BUILDING G
 920 DELVIN ROAD CITY OF AMERICAN CANYON, CALIFORNIA
UTILITY PLAN

SCALE
 1"=30'

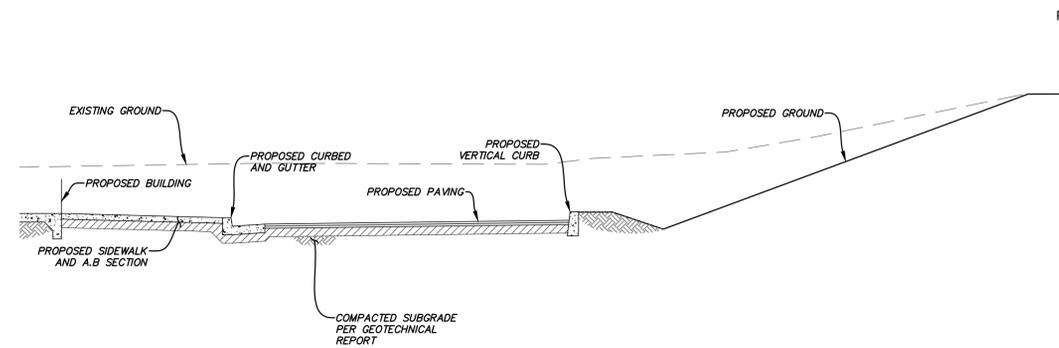
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 JOB NO. 4775-1

7
 SHEET 7 OF 11

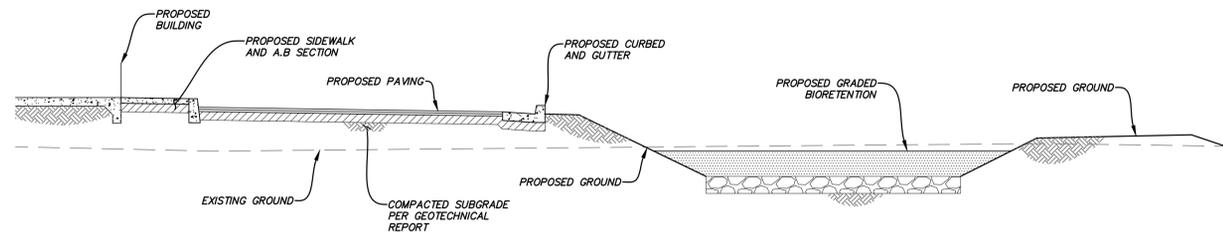
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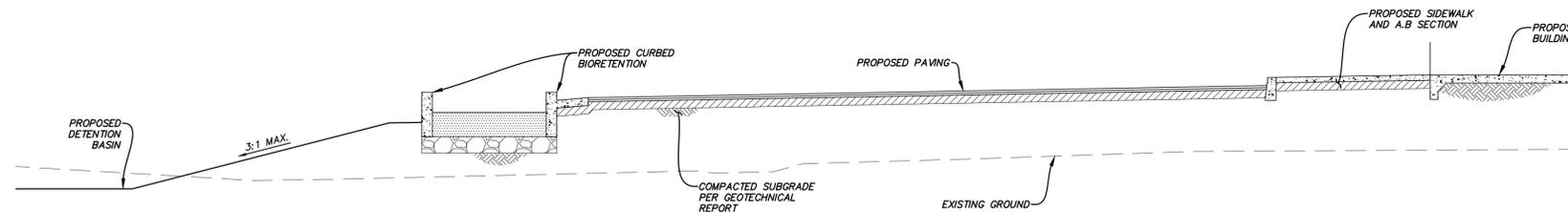
A BIORETENTION FACILITY BETWEEN BUILDINGS E & G
NTS



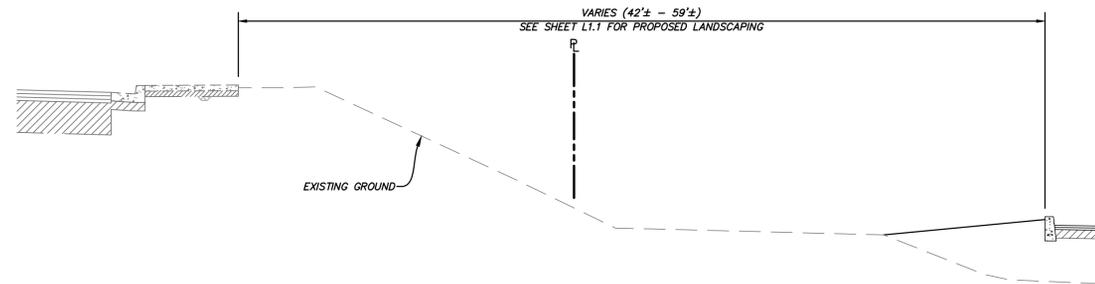
B EAST PROPERTY LINE BUILDING G
NTS



C BIORETENTION SOUTH OF BUILDING G
NTS



D BIORETENTION FACILITY WEST OF BUILDING G
NTS



E DEVLIN ROAD AT WEST DRIVE AISLE
NTS

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

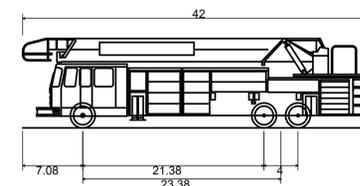
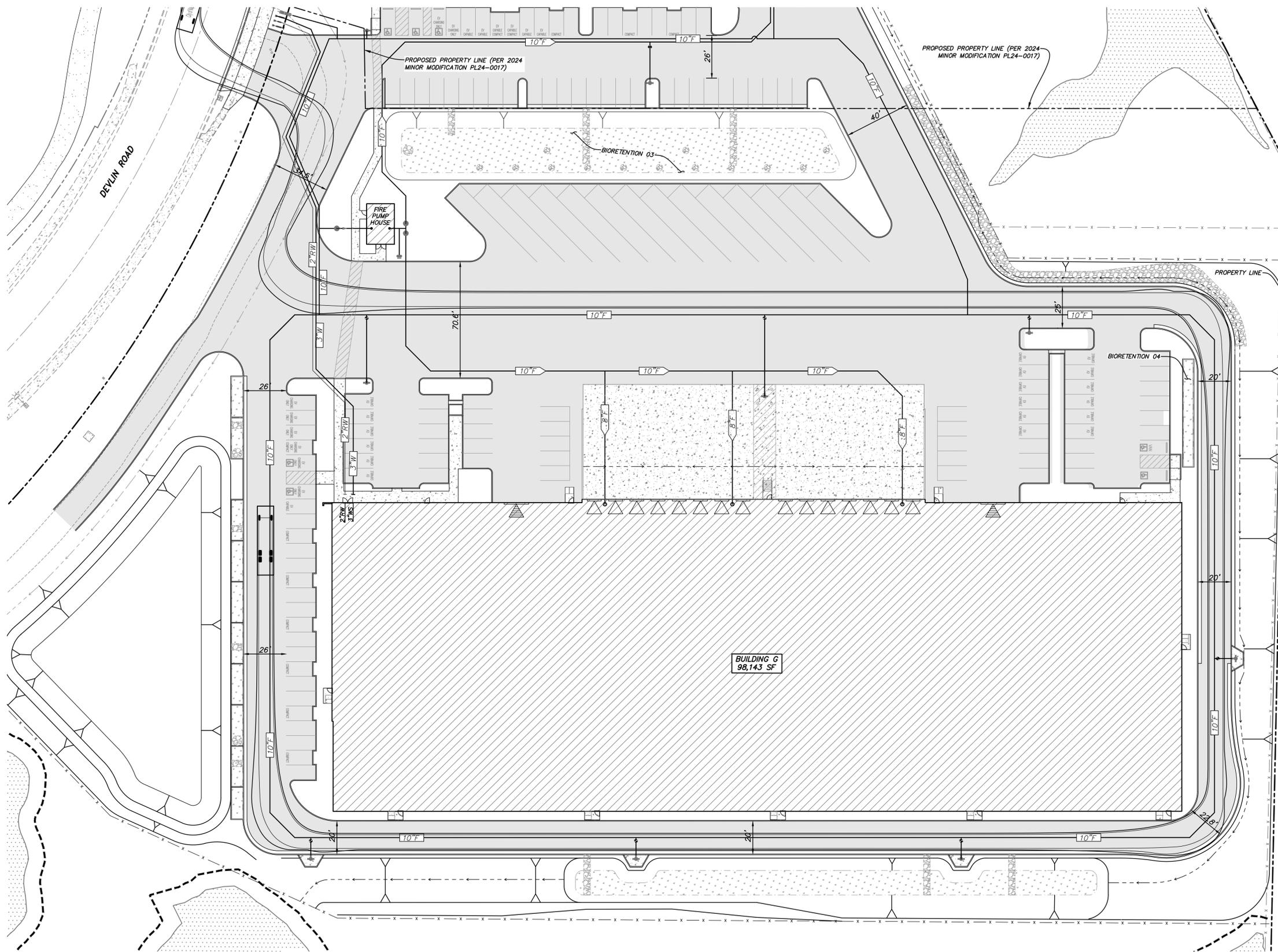


MINOR MODIFICATION FOR NAPA AIRPORT CORPORATE CENTER BUILDING G
 940 DEVLIN ROAD CITY OF AMERICAN CANYON CALIFORNIA

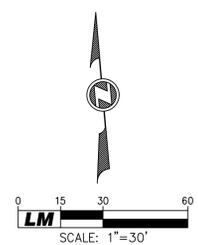
TYPICAL CROSS SECTIONS

SCALE	AS SHOWN	8
DATE:	01-08-2024	SHEET 8 OF 11
JOB NO.	4775-1	

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



DESIGNED BY	BPB			
DRAWN BY	EDT			
CHECKED BY	PDC			
REV.	DATE	DESCRIPTION	BY	APP'D.

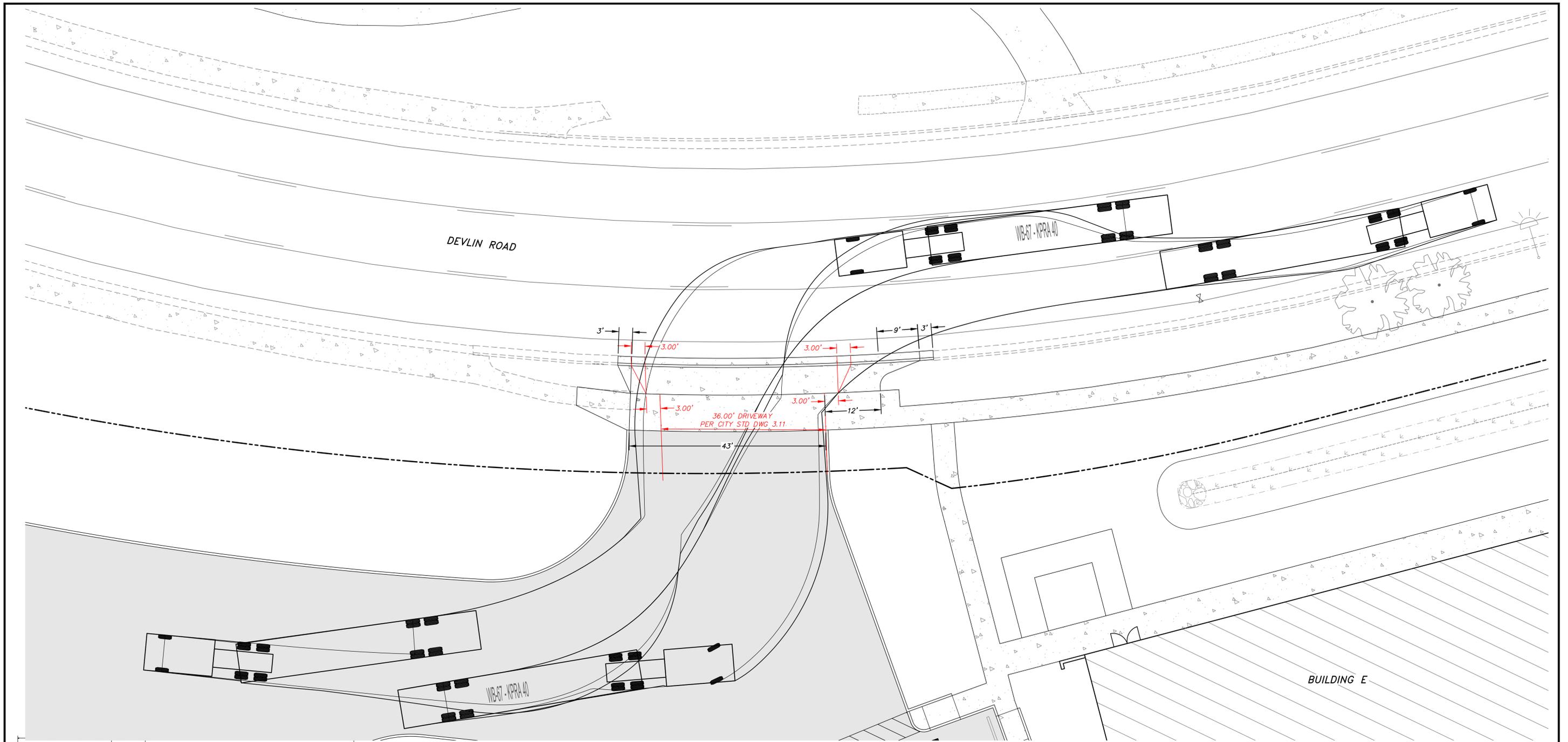
LM LAUGENOUR AND MEIKLE
 CIVIL ENGINEERING · LAND SURVEYING · PLANNING
 608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
 P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

BY: PAYMON FARDANESH
 DATE: 06-05-2024 P.E. 68117

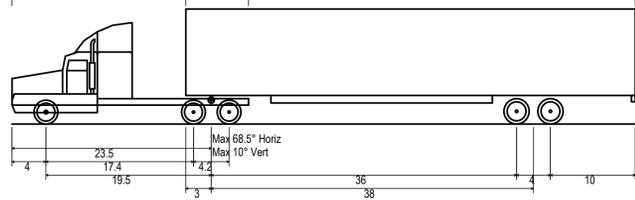
MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER - BUILDING G
 920 DELVIN ROAD CITY OF AMERICAN CANYON, CALIFORNIA
PROPOSED FIRE PLAN

SCALE	1"=30'
DATE:	01-08-2024
JOB NO.	4775-1
9	
SHEET 9 OF 11	

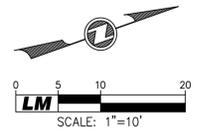
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VARIANCE REQUEST:
 APPLICANT REQUESTS A VARIANCE TO COMMERCIAL CURB CUTS & DRIVEWAY REGULATIONS (STANDARD DWG. # 3.11) TO ACCOMMODATE TRUCK TURN MOVEMENTS.



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°



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



MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER BUILDING G
 940 DEVLIN ROAD CITY OF AMERICAN CANYON CALIFORNIA

DRIVEWAY VARIANCE PLAN

SCALE 1"=10'

10

SHEET 10 OF 11

DATE: 01-08-2024
 JOB NO. 4775-1

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. 'WEL0' 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.



1464 Popinjay Drive Reno, NV.
p: 775 829 1364 email: bhatch00@charter.net

**Napa Airport Corporate
Center Building 'G'**

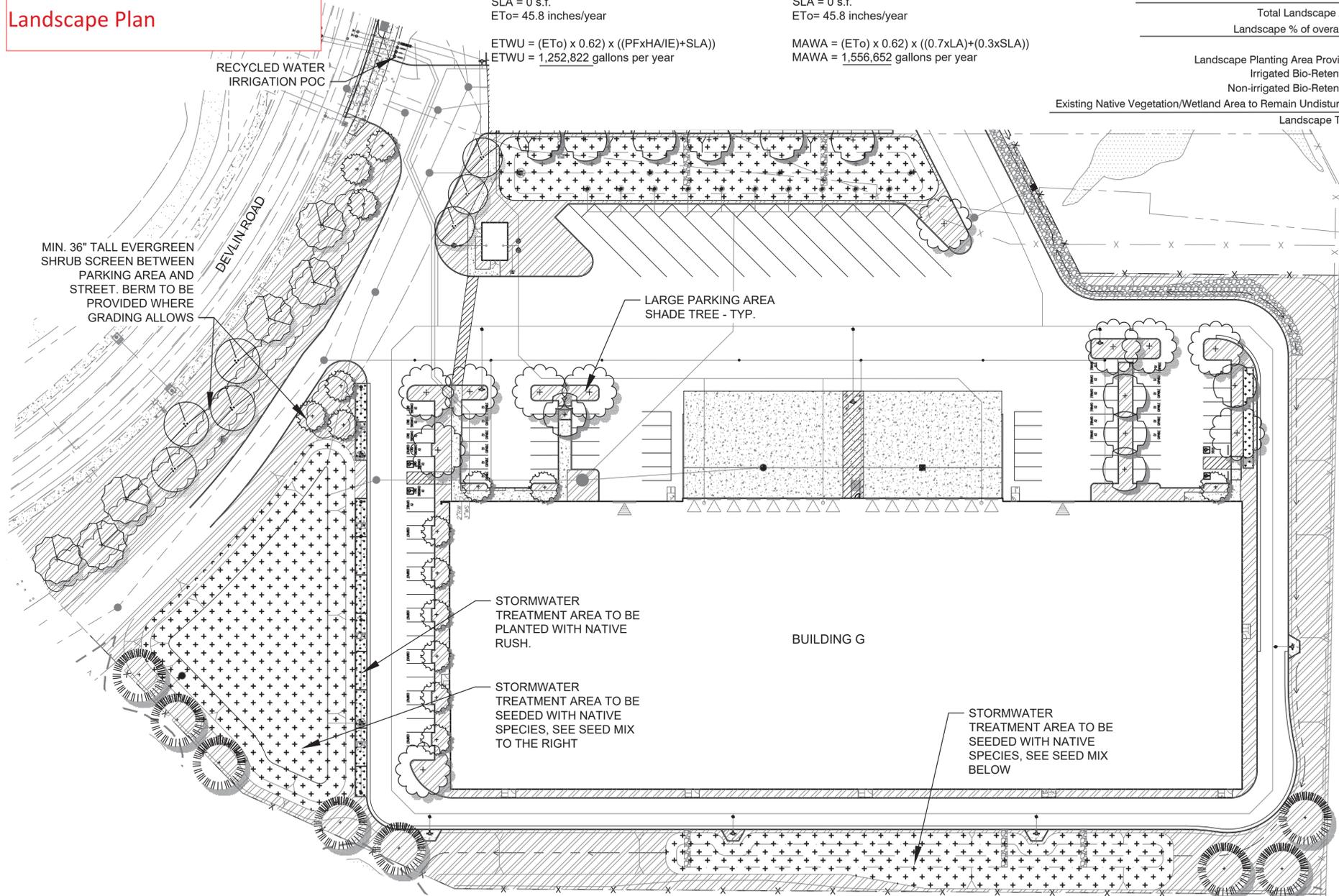
940 Devlin Road American Canyon, CA
94508

ISSUE	DATE
Δ --	---



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Approved	bh	Reviewed	bh
Drawn	kh	Project No.	---
Scale	---	Issue Date	---



LANDSCAPE PLANT LIST:

PLANT LIST: WATER REGIME PLANT FACTOR REFERENCED ARE PER WUCOLS IV - ZONE 1 MATURE HABIT PER SUNSET WESTERN GARDEN BOOK

TREES

Symbol	Plant Name	Quantity	Water Regime	Plant Factor	Notes
Circle with cross	ARBUS 'MARINA'	15 GAL.	LOW	25' X 25'	
Circle with cross	CEDRUS DEODARA	15 GAL.	LOW	60' X 30'	
Circle with cross	LAGERSTROEMIA F. 'CATAWBA'	15 GAL.	LOW	15' X 15'	
Circle with cross	PISTACIA CHINENSIS	15 GAL.	LOW	40' X 35'	
Circle with cross	METROSIDEROS EXCELSA	15 GAL.	LOW	30' X 30'	
Circle with cross	QUERCUS SHUMARDII	15 GAL.	LOW	60' X 50'	
Circle with cross	ULMUS 'FRONTIER'	15 GAL.	LOW	45' X 50'	
Circle with cross	MARINA TREE	15 GAL.	LOW	25' X 25'	
Circle with cross	DEODAR CEDAR	15 GAL.	LOW	60' X 30'	
Circle with cross	CREPE MYRTLE	15 GAL.	LOW	15' X 15'	
Circle with cross	CHINESE PISTACHE	15 GAL.	LOW	40' X 35'	
Circle with cross	NEW ZEALAND CHRISTMAS TREE	15 GAL.	LOW	30' X 30'	
Circle with cross	SHURMARD OAK	15 GAL.	LOW	60' X 50'	
Circle with cross	FRONTIER ELM	15 GAL.	LOW	45' X 50'	

GROUND COVER

Symbol	Plant Name	Quantity	Water Regime	Spacing
Circle with cross	COPROSMIA P. 'VERDE VISTA'	1 GAL.	LOW	36" O.C.
Circle with cross	COTONEASTER D. 'LOWFAST'	1 GAL.	LOW	36" O.C.
Circle with cross	TRACHELOSPERMUM JASMINOIDES	1 GAL.	LOW	24" O.C.
Circle with cross	MIRROR PLANT	1 GAL.	LOW	36" O.C.
Circle with cross	BEARBERRY	1 GAL.	LOW	36" O.C.
Circle with cross	STAR JASMINE	1 GAL.	LOW	24" O.C.

STORMWATER TREATMENT PLANTING

Symbol	Plant Name	Quantity	Water Regime	Spacing
Circle with cross	JUNCUS PATENS 'ELK BLUE'	1 GAL.	LOW	36" O.C.
Circle with cross	NATIVE SEED MIX SEE RIGHT NON IRRIGATED	1 GAL.	LOW	36" O.C.
Circle with cross	ELK BLUE CALIFORNIA GRAY RUSH	1 GAL.	LOW	36" O.C.
Circle with cross	MFG. PACIFIC COAST SEED	1 GAL.	LOW	36" O.C.

SHRUBS

Symbol	Plant Name	Quantity	Water Regime
Circle with cross	ARCTOSTAPHYLOS 'JOHN DOURLEY'	5 GAL.	LOW
Circle with cross	BERBERIS AUTROPURPUREA	5 GAL.	LOW
Circle with cross	CEANOTHUS CONCHA	5 GAL.	LOW
Circle with cross	HETEROMELES ARBUTIFOLIA	5 GAL.	LOW
Circle with cross	LOROPETALUM RAZZLEBERRY	5 GAL.	MEDIUM
Circle with cross	NANDINA DOMESTICA	5 GAL.	LOW
Circle with cross	NERIUM O. 'PETITE RED'	5 GAL.	LOW
Circle with cross	MISCANTHUS 'YAKU JIMA'	5 GAL.	MEDIUM
Circle with cross	PHOTINIA FRASERI	5 GAL.	MEDIUM
Circle with cross	RHAPHIOLEPIS I. 'PINK LADY'	5 GAL.	LOW
Circle with cross	ROSA 'RED CARPET'	2 GAL.	MEDIUM
Circle with cross	PHORMIUM RUBRA	5 GAL.	MEDIUM
Circle with cross	TULBAGHIA VIOLACEA	1 GAL.	LOW
Circle with cross	SALVIA GREGGII 'PURPLE'	5 GAL.	LOW
Circle with cross	VIBURNUM 'SPRING BOUQUET'	5 GAL.	LOW
Circle with cross	XYLOSMA C. 'COMPACTA'	5 GAL.	LOW
Circle with cross	MANZANITA	5 GAL.	LOW
Circle with cross	JAPANESE PURPLE BARBERRY	5 GAL.	LOW
Circle with cross	CALIFORNIA LILAC	5 GAL.	LOW
Circle with cross	TOYON	5 GAL.	LOW
Circle with cross	RAZZLEBERRY	5 GAL.	MEDIUM
Circle with cross	HEAVENLY BAMBOO	5 GAL.	LOW
Circle with cross	DWARF RED OLEANDER	5 GAL.	LOW
Circle with cross	EULALIA GRASS	5 GAL.	MEDIUM
Circle with cross	FRASER PHOTINIA	5 GAL.	MEDIUM
Circle with cross	INDIAN HAWTHORNE	5 GAL.	LOW
Circle with cross	RED CARPET ROSE	2 GAL.	MEDIUM
Circle with cross	PURPLE FLAX	5 GAL.	MEDIUM
Circle with cross	SOCIETY GARLIC	1 GAL.	LOW
Circle with cross	AUTUMN SAGE	5 GAL.	LOW
Circle with cross	COMPACT LAURUSTINUS	5 GAL.	LOW
Circle with cross	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
OENOTHERA HOOKERI, HOOKER'S EVENING PRIMROSE

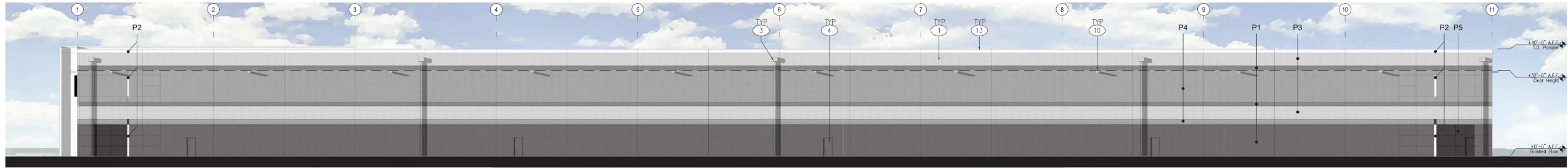
BEFORE EXCAVATING CALL 811
48-HOURS BEFORE ALL
PLANNED WORK OPERATIONS



Know what's below.
Call before you dig.

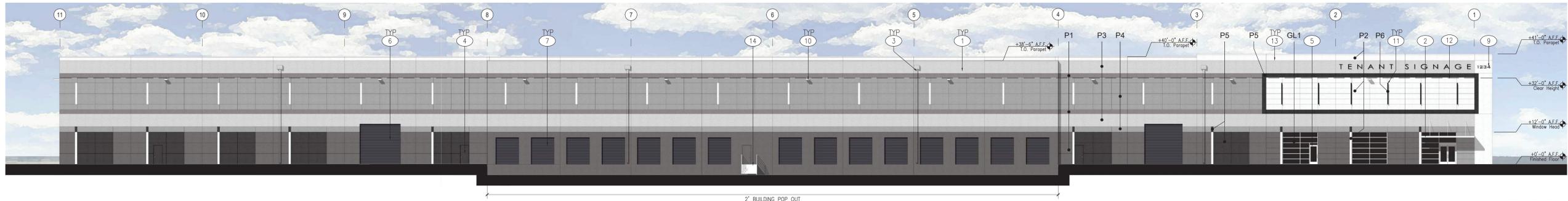


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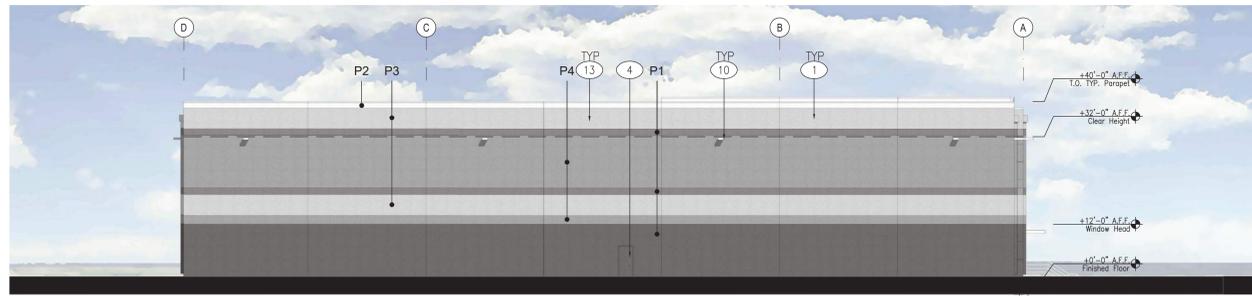


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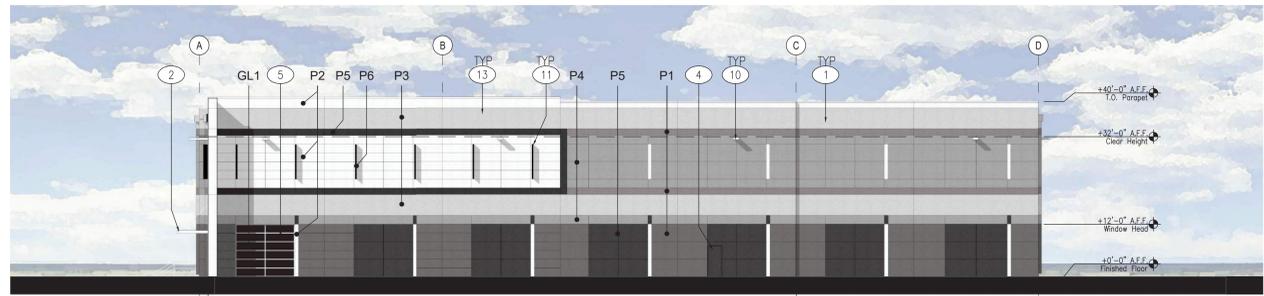
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PL24-0017 NACC BLDG G MM -
Exterior Elevations



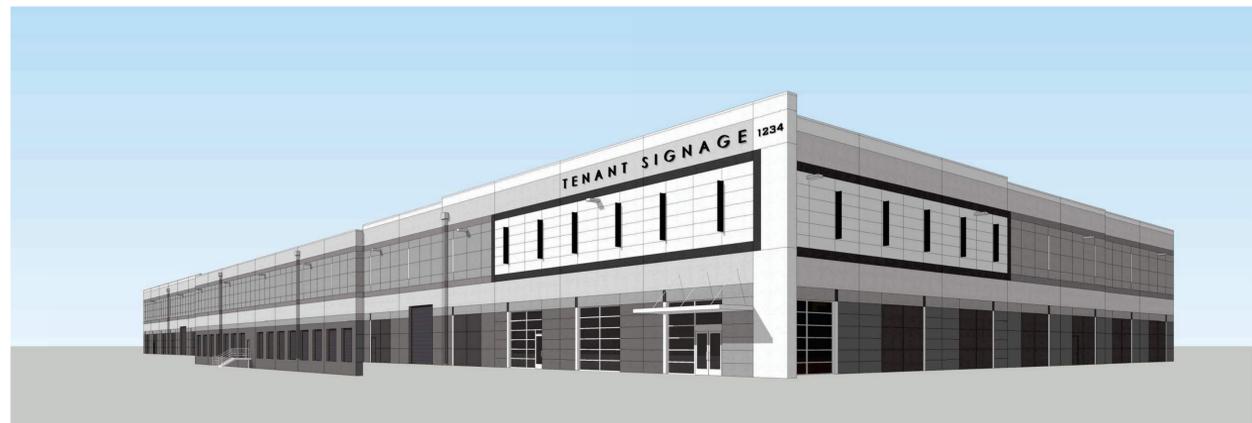
B: NORTH ELEVATION



D: EAST ELEVATION



C: WEST ELEVATION



E: PERSPECTIVE VIEW OF MAIN ENTRY



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 FIN'S'. PAINT AS SPECIFIED.
- 12 DASHED LINE INDICATES INTERNAL CLEAR HEIGHT.
- 13 FUTURE ROOF MOUNTED HVAC EQUIPMENT TO BE SCREENED FROM VIEWS FROM THE PUBLIC ROADWAYS. 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



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.

Steve Lay
Applicant's signature

4/4/2025
Date

STEVE LAY
Applicant's name

Steve Lay
Property Owner's signature

4/4/2025
Date

G3 KELLY DEVLIN LLC
Property Owner's name

(Kevin Lutterholz - Manager)

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]

EXHIBIT E



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 plansBuilding 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.

to 6:00 p.m. on Saturdays, and between 10:00 a.m. and 6:00 p.m. on Sundays and State and Federal holidays.

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-foot 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

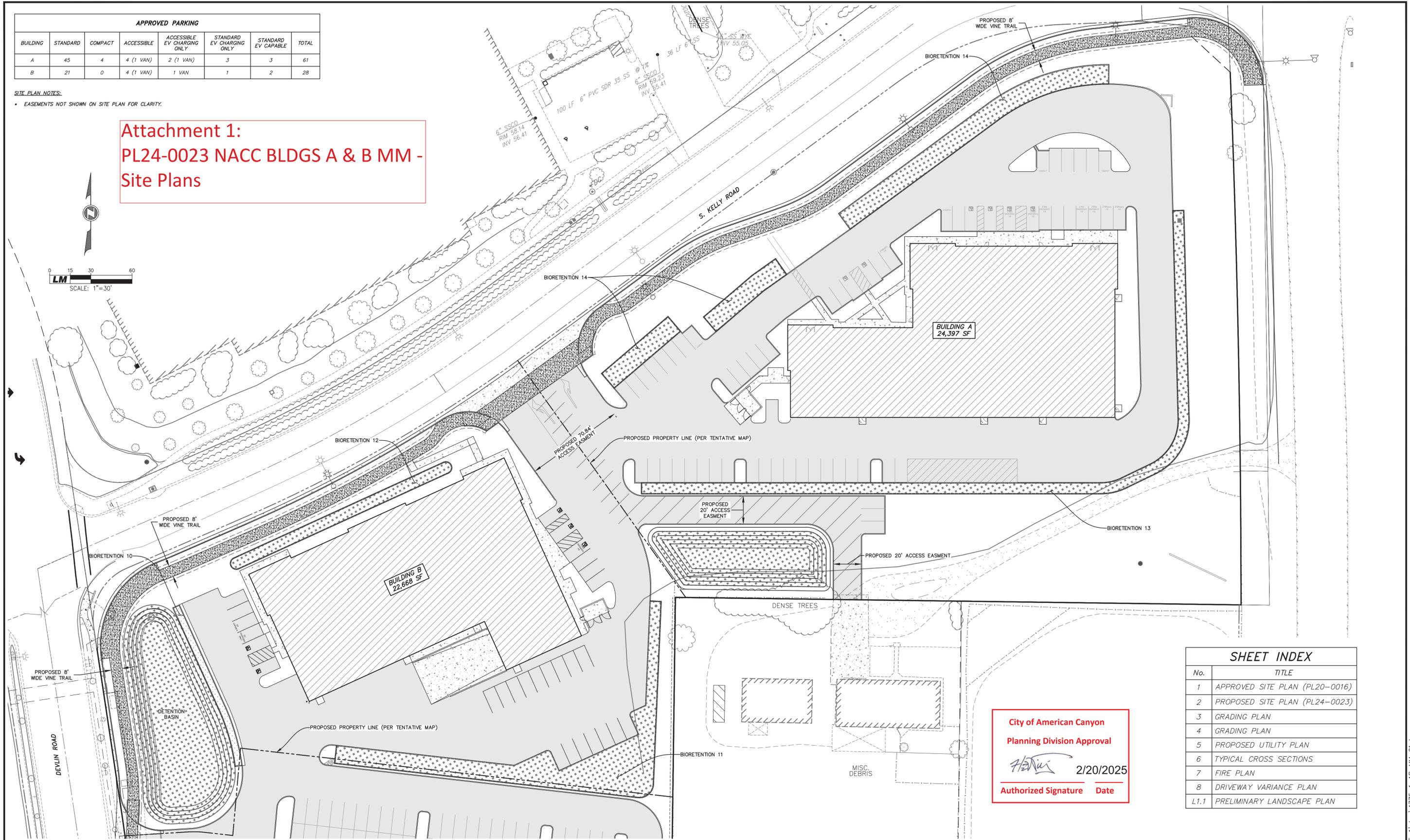
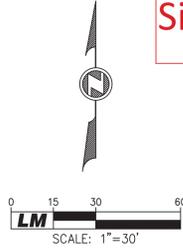
Attachments: 1. Exhibit A: Project Site Plan
2. Exhibit B: Landscaping Plan
3. Exhibit C: Building A Architectural Plan
4. Exhibit D: Building B Architectural Plan
5. Exhibit E: Confirmation of Conditions of Approval

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



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

City of American Canyon
 Planning Division Approval

 2/20/2025
 Authorized Signature Date

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

MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER BUILDINGS A & B
 70 & 90 S. KELLY ROAD CITY OF AMERICAN CANYON CALIFORNIA

SCALE: 1"=30'

APPROVED SITE PLAN (PL20-0016)

DATE: 01-08-2024
 JOB NO. 4775-1

SHEET 1 OF 9

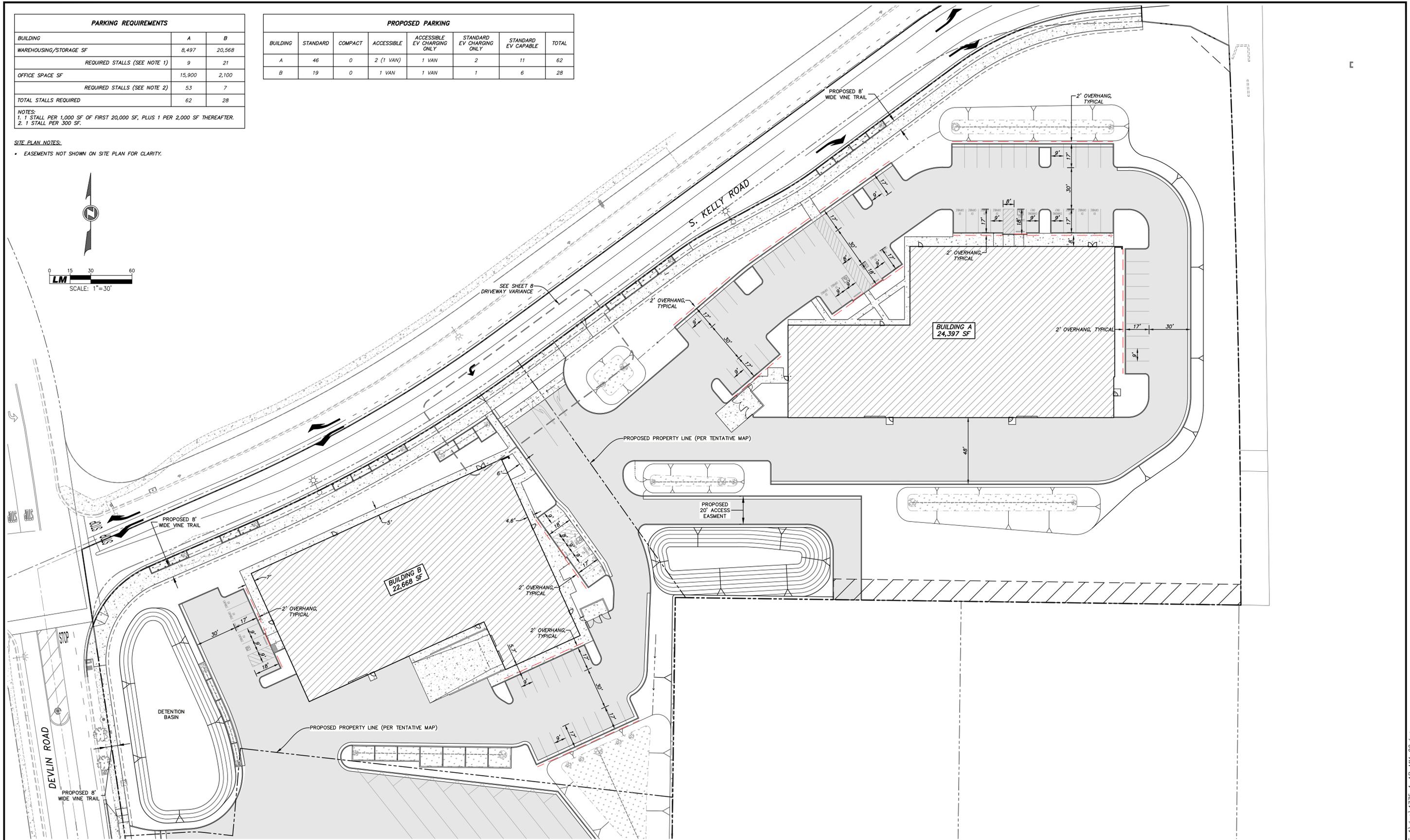
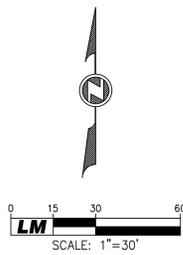
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PARKING REQUIREMENTS		
BUILDING	A	B
WAREHOUSING/STORAGE SF	8,497	20,568
REQUIRED STALLS (SEE NOTE 1)	9	21
OFFICE SPACE SF	15,900	2,100
REQUIRED STALLS (SEE NOTE 2)	53	7
TOTAL STALLS REQUIRED	62	28

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.



DESIGNED BY	PF				
DRAWN BY	JB				
CHECKED BY	PDC				
REV.	DATE	DESCRIPTION	BY	APP'D.	

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

MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER BUILDINGS A & B
 70 & 90 S. KELLY ROAD CITY OF AMERICAN CANYON CALIFORNIA

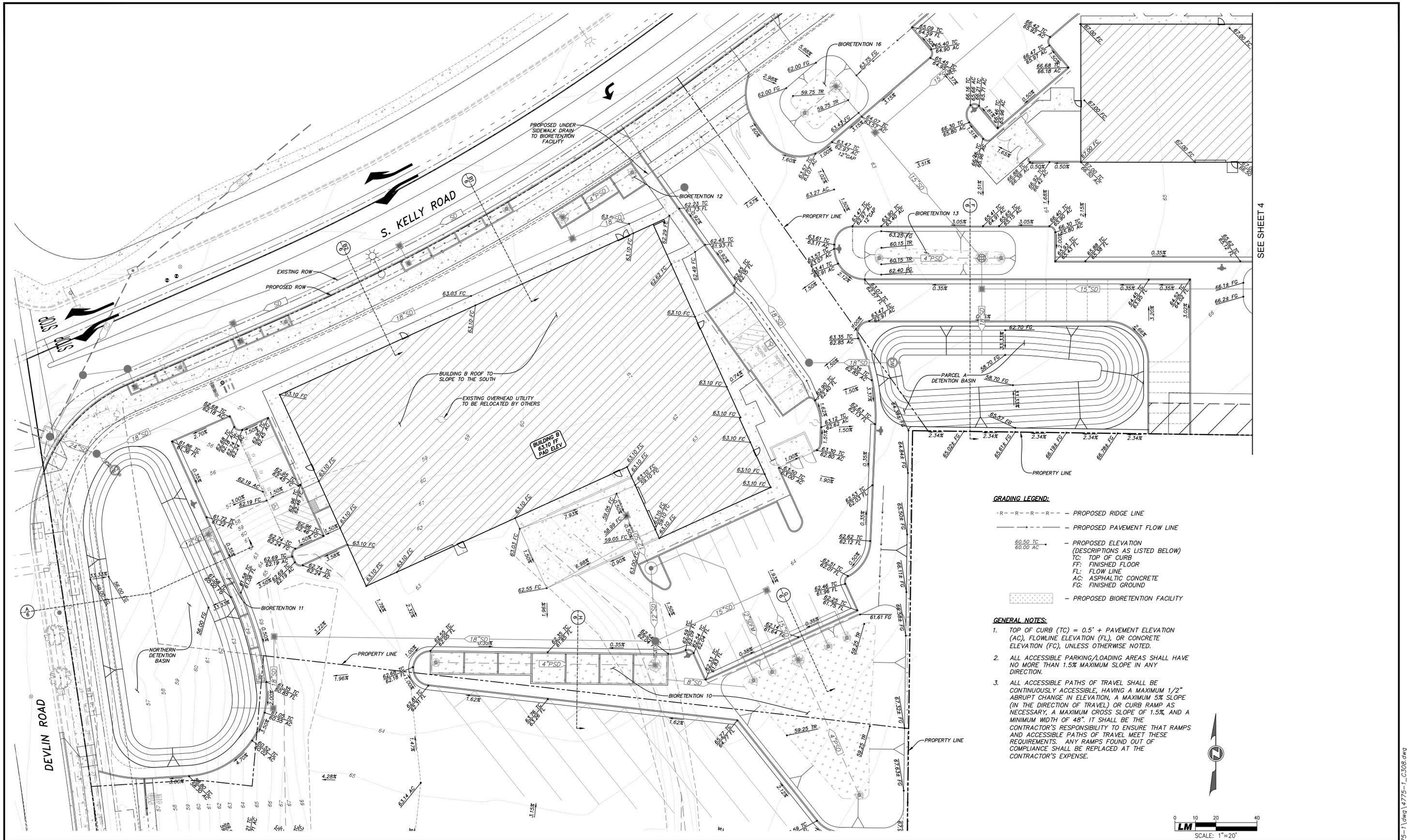
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PROPOSED SITE PLAN (PL24-0023)

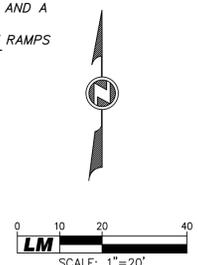
DATE: 01-08-2024
 JOB NO. 4775-1

SHEET 2 OF 9

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- GRADING LEGEND:**
- - - - - 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
 - [Stippled Area] PROPOSED BIORETENTION FACILITY
- GENERAL NOTES:**
- TOP OF CURB (TC) = 0.5' + PAVEMENT ELEVATION (AC), FLOWLINE ELEVATION (FL), OR CONCRETE ELEVATION (FC), UNLESS OTHERWISE NOTED.
 - ALL ACCESSIBLE PARKING/LOADING AREAS SHALL HAVE NO MORE THAN 1.5% MAXIMUM SLOPE IN ANY DIRECTION.
 - 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.	

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

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

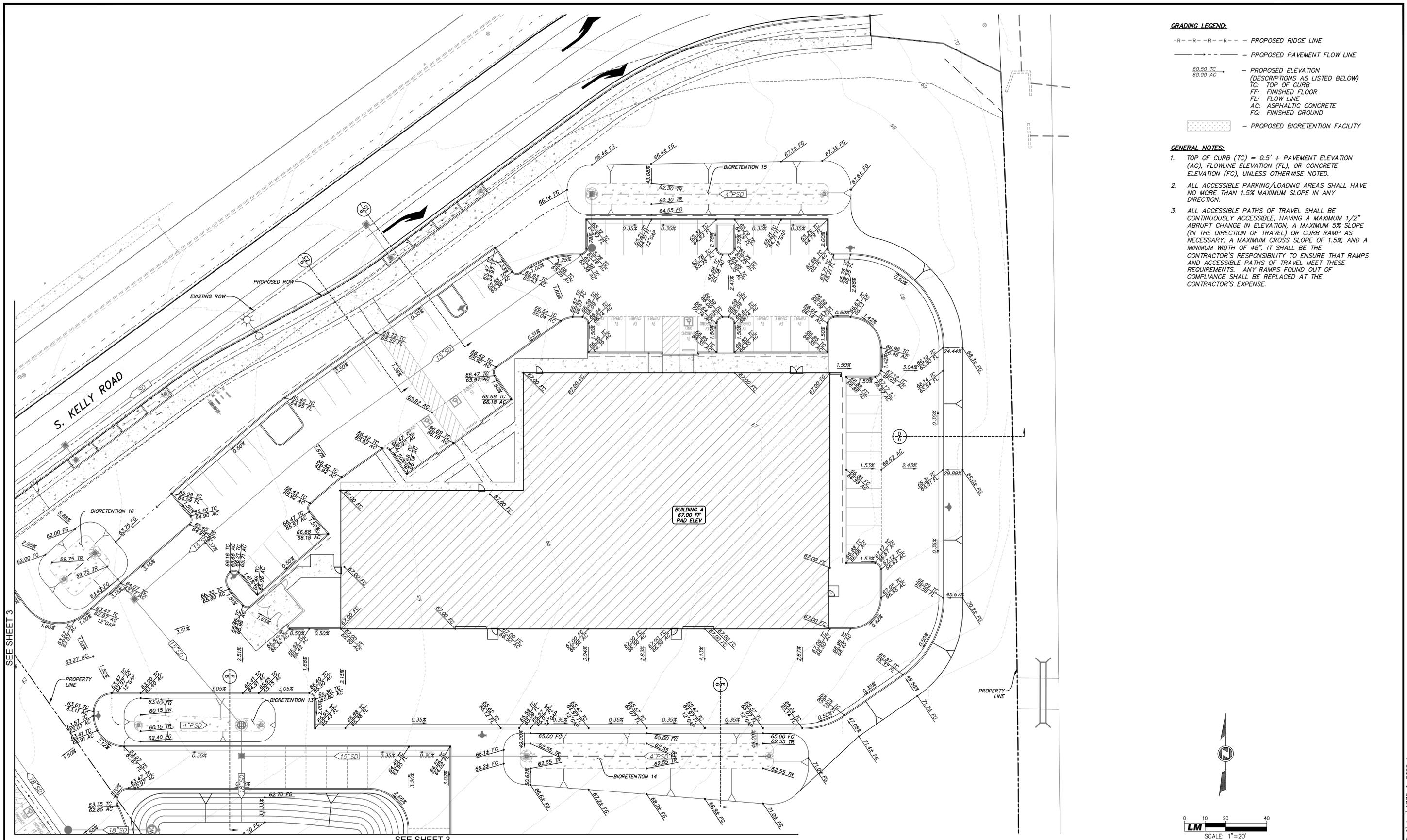
MINOR MODIFICATION
 FOR
**NAPA AIRPORT CORPORATE CENTER
 BUILDINGS A & B**

70 & 90 S. KELLY ROAD CITY OF AMERICAN CANYON

GRADING PLAN

SCALE	1"=20'	SHEET 3 OF 9
DATE:	01-08-2024	
JOB NO.	4775-1	

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- 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
 - [Pattern] 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.

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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

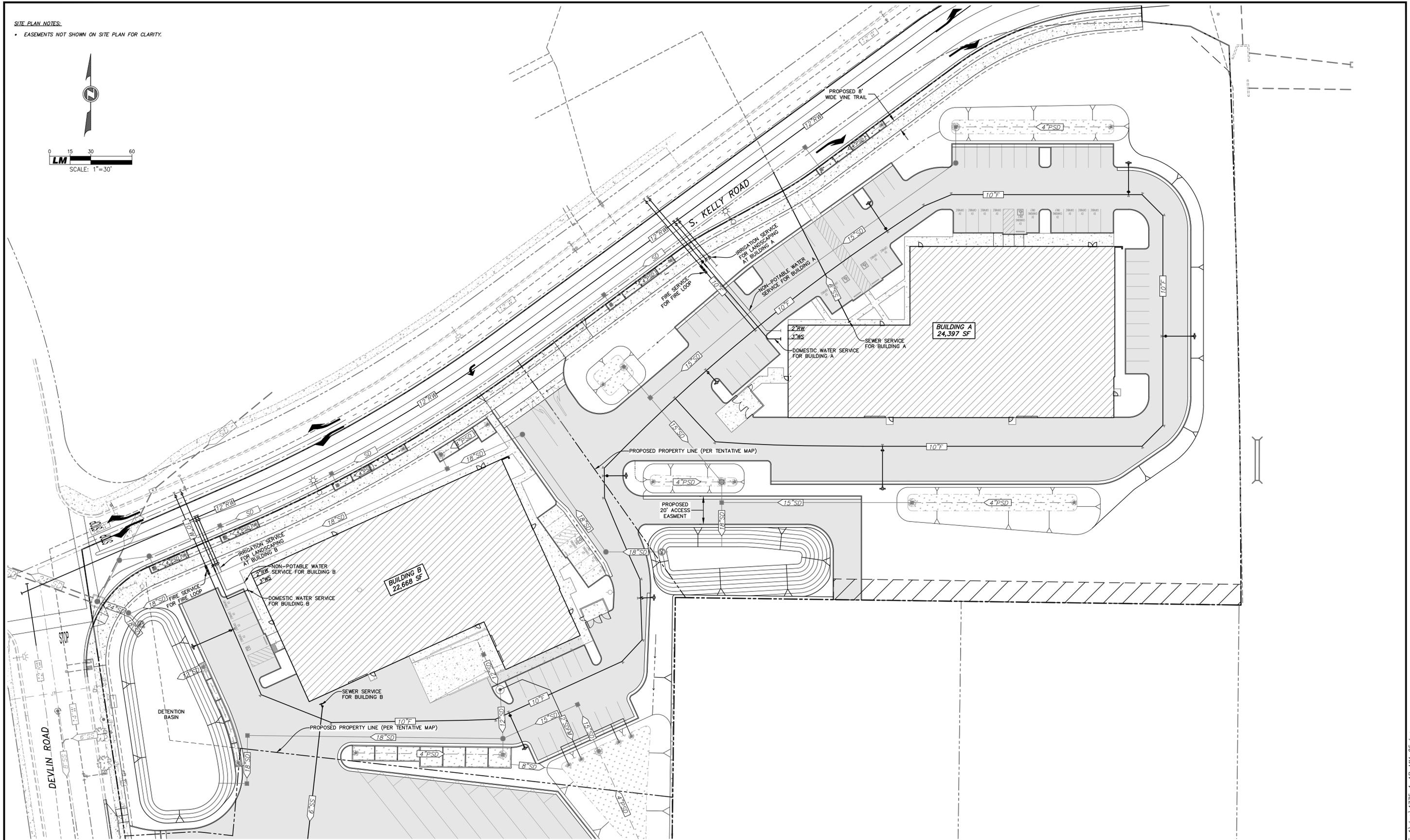
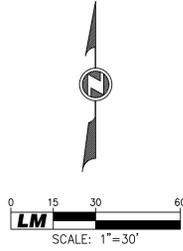
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DATE: 01-08-2024
 JOB NO. 4775-1

SHEET 4 OF 9

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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.	

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 P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

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

MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER BUILDINGS A & B
 70 & 90 S. KELLY ROAD CITY OF AMERICAN CANYON CALIFORNIA

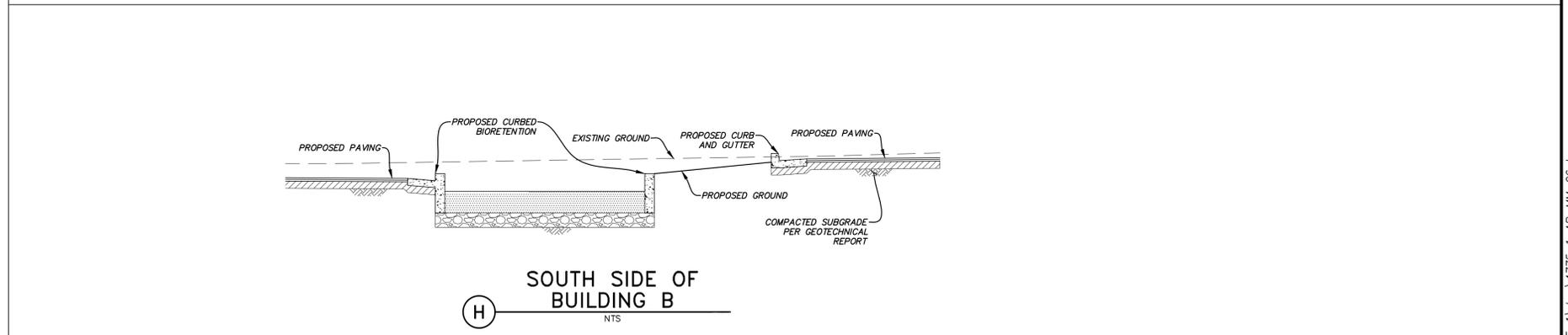
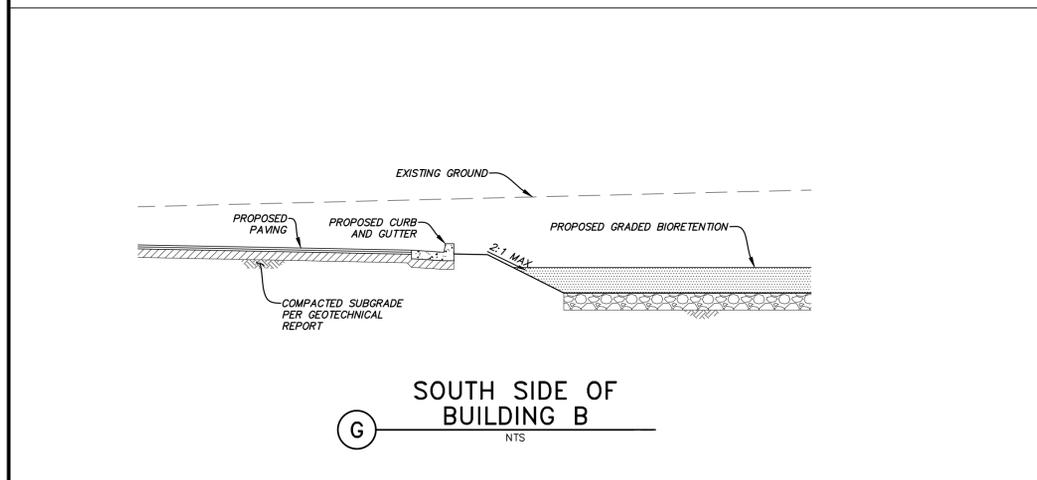
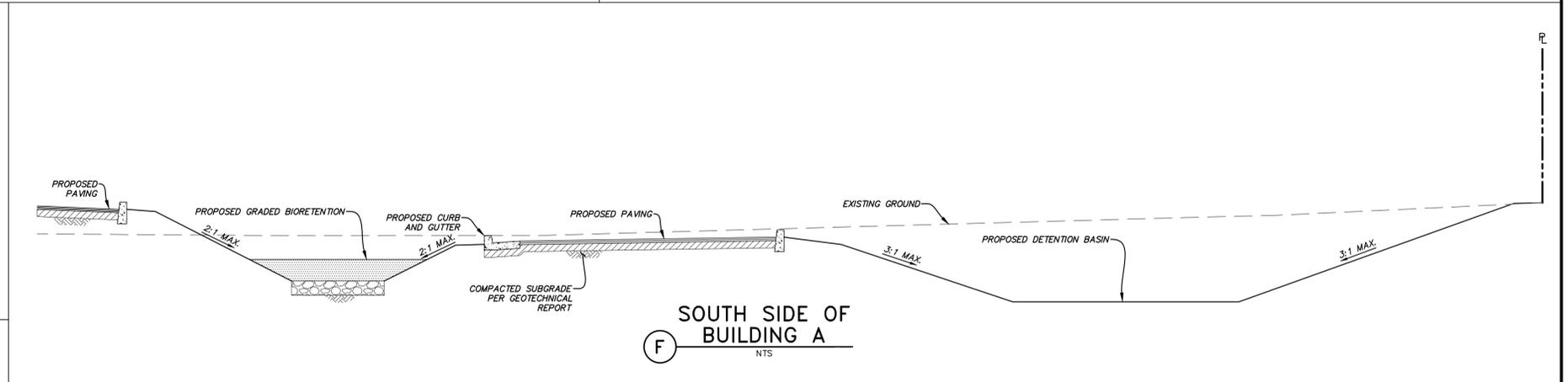
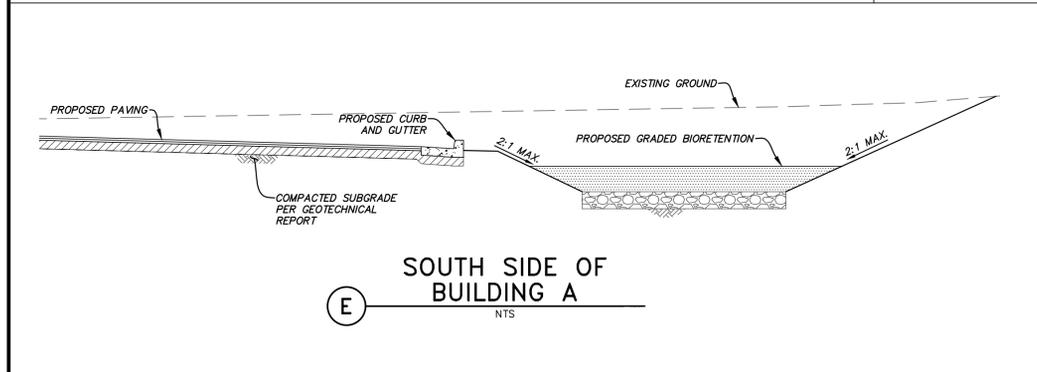
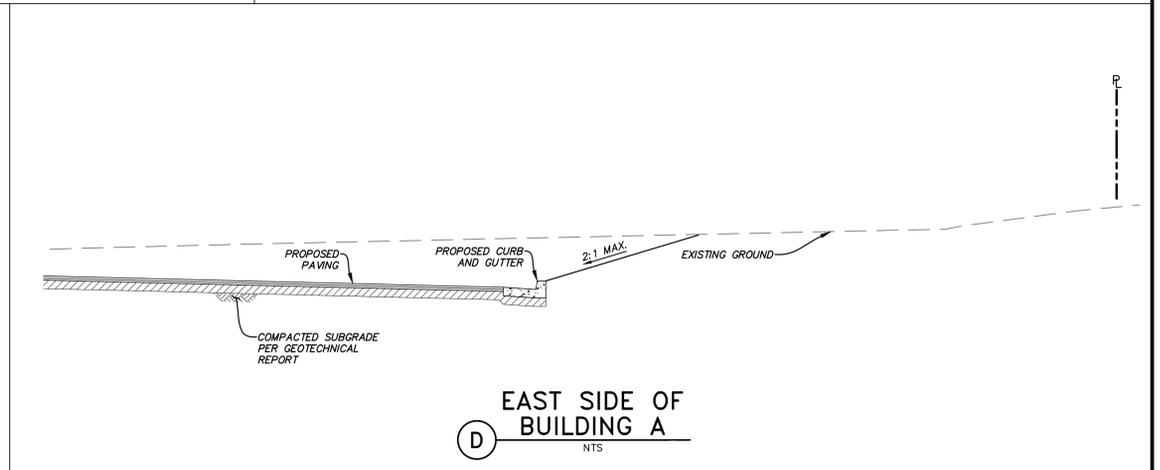
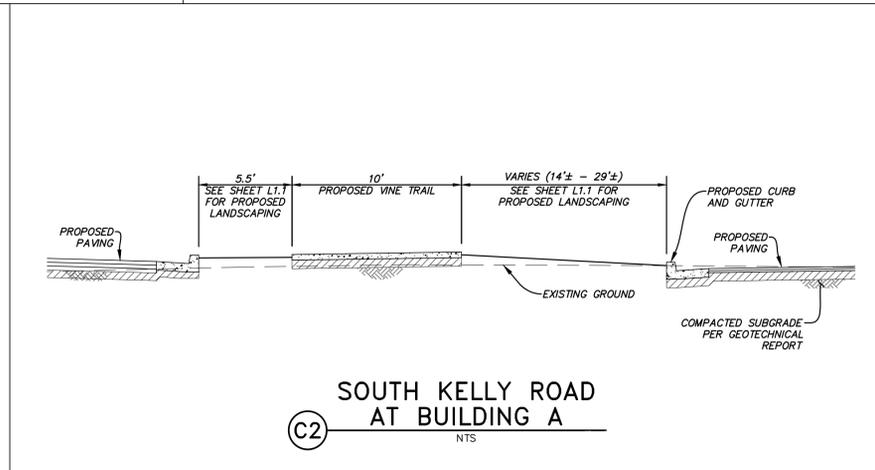
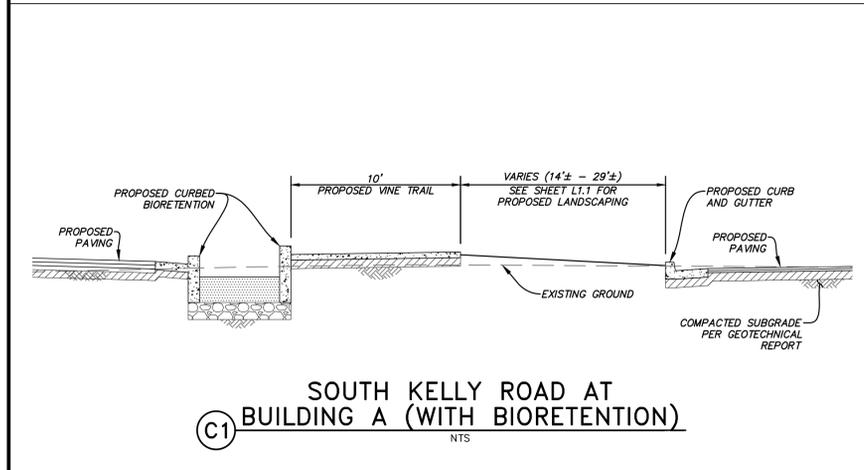
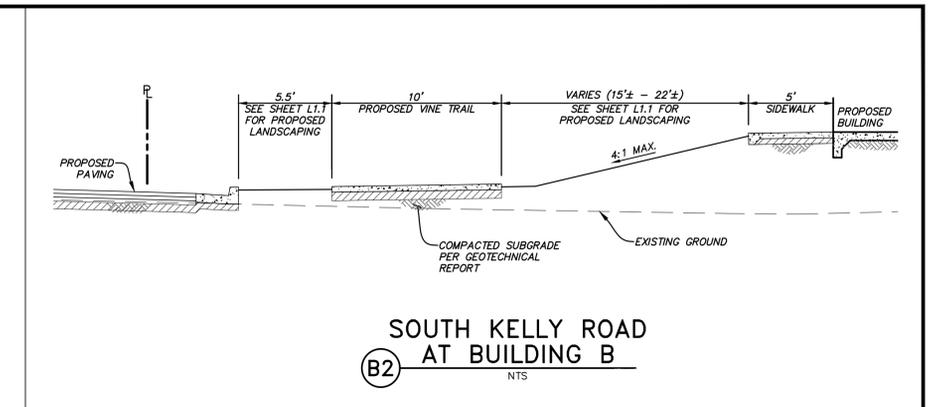
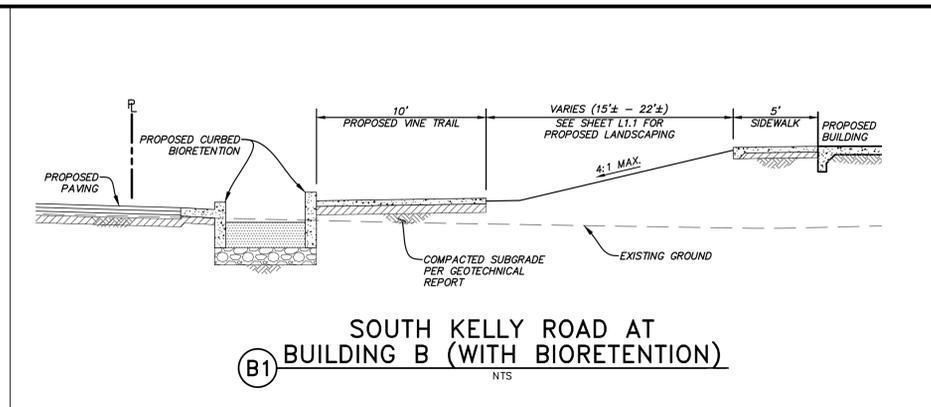
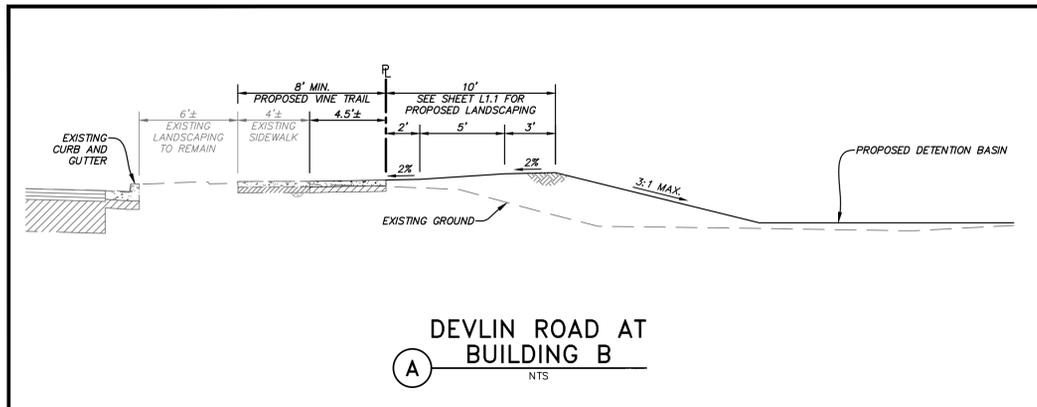
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 SHEET 5 OF 9

DATE: 01-08-2024
 JOB NO. 4775-1

PROPOSED UTILITY PLAN

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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

MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER BUILDINGS A & B
 70 & 90 S. KELLY ROAD CITY OF AMERICAN CANYON CALIFORNIA

SCALE: NONE

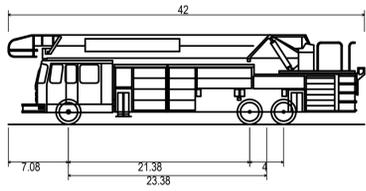
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TYPICAL CROSS SECTIONS

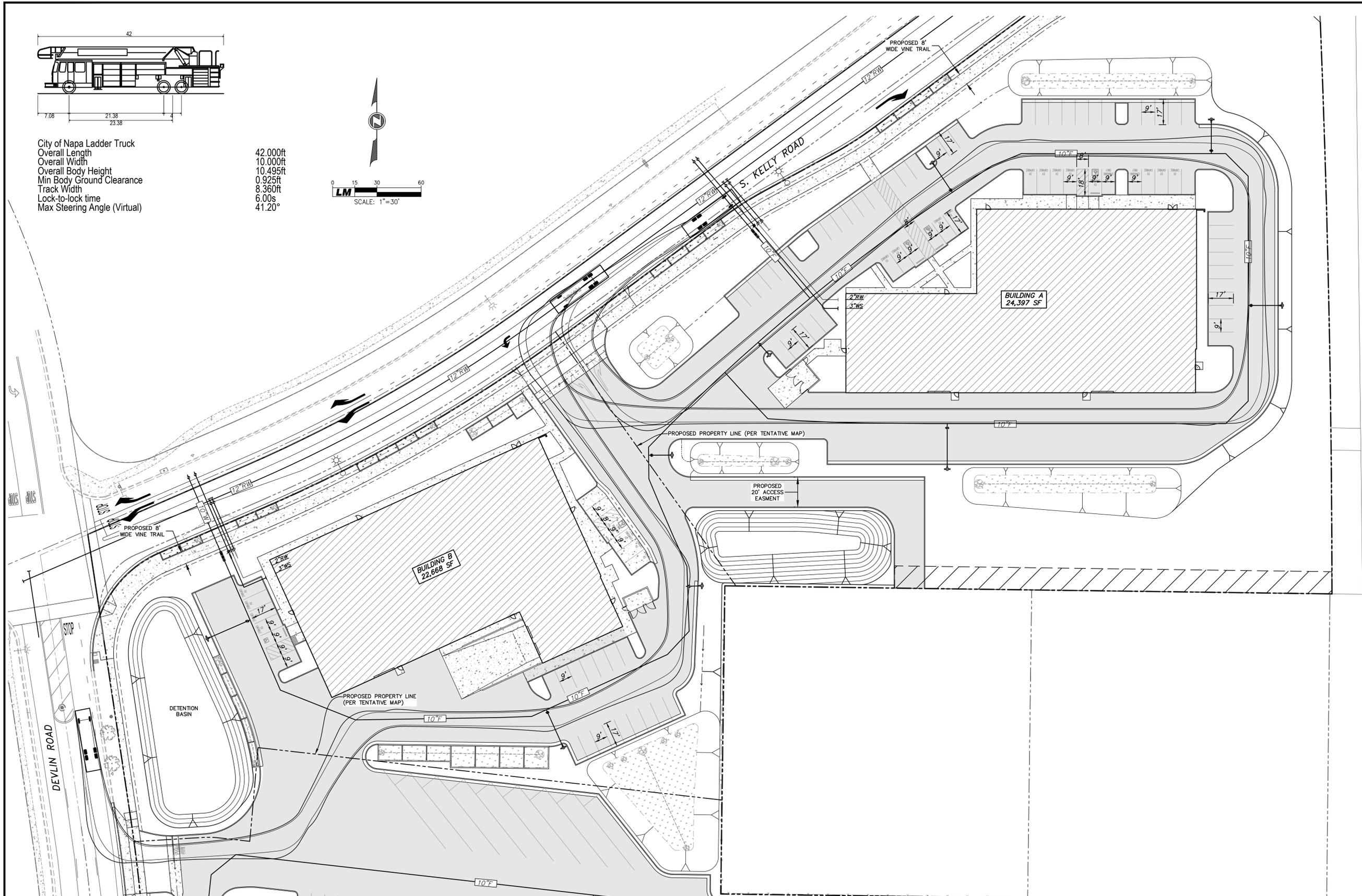
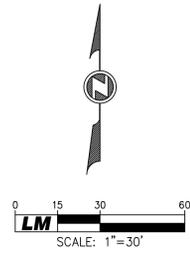
DATE: 01-08-2024
 JOB NO. 4775-1

SHEET 6 OF 9

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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.	

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 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

MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER
BUILDINGS A & B

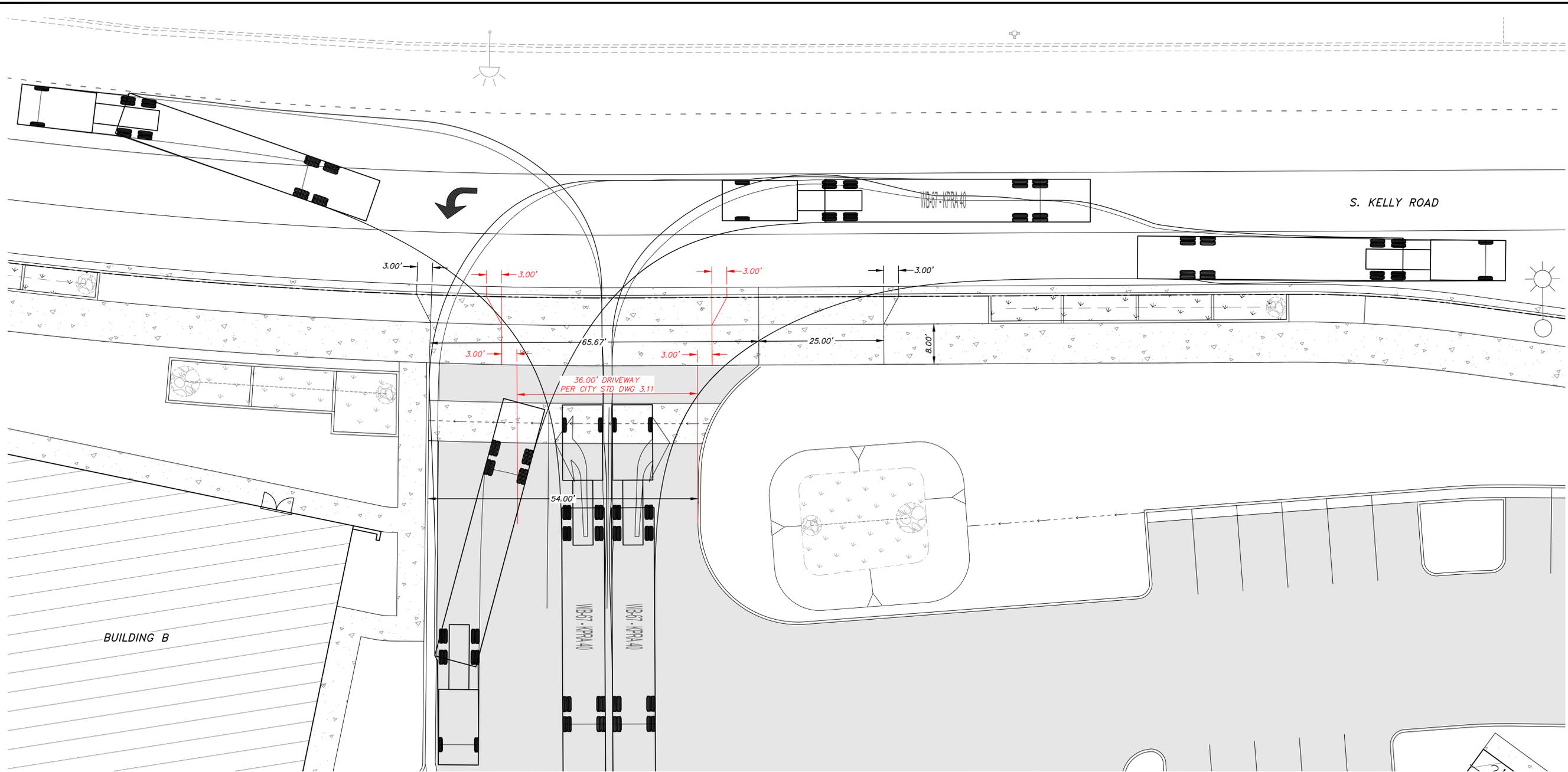
70 & 90 S. KELLY ROAD CITY OF AMERICAN CANYON CALIFORNIA

SCALE: 1"=30'

DATE: 01-08-2024
 JOB NO. 4775-1

SHEET 7 OF 9

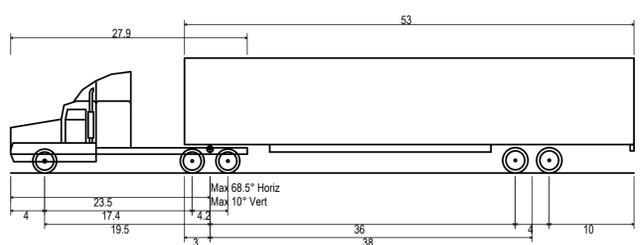
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BUILDING B

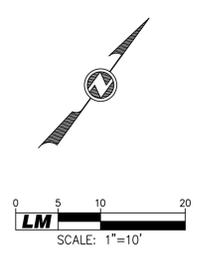
S. KELLY ROAD

36.00' DRIVEWAY
PER CITY STD DWG 3.11



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°



DESIGNED BY	PF				
DRAWN BY	JB				
CHECKED BY	PDC				
REV.	DATE	DESCRIPTION	BY	APP'D.	

LM LAUGENOUR AND MEIKLE
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P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

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

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'

8

SHEET 8 OF 9

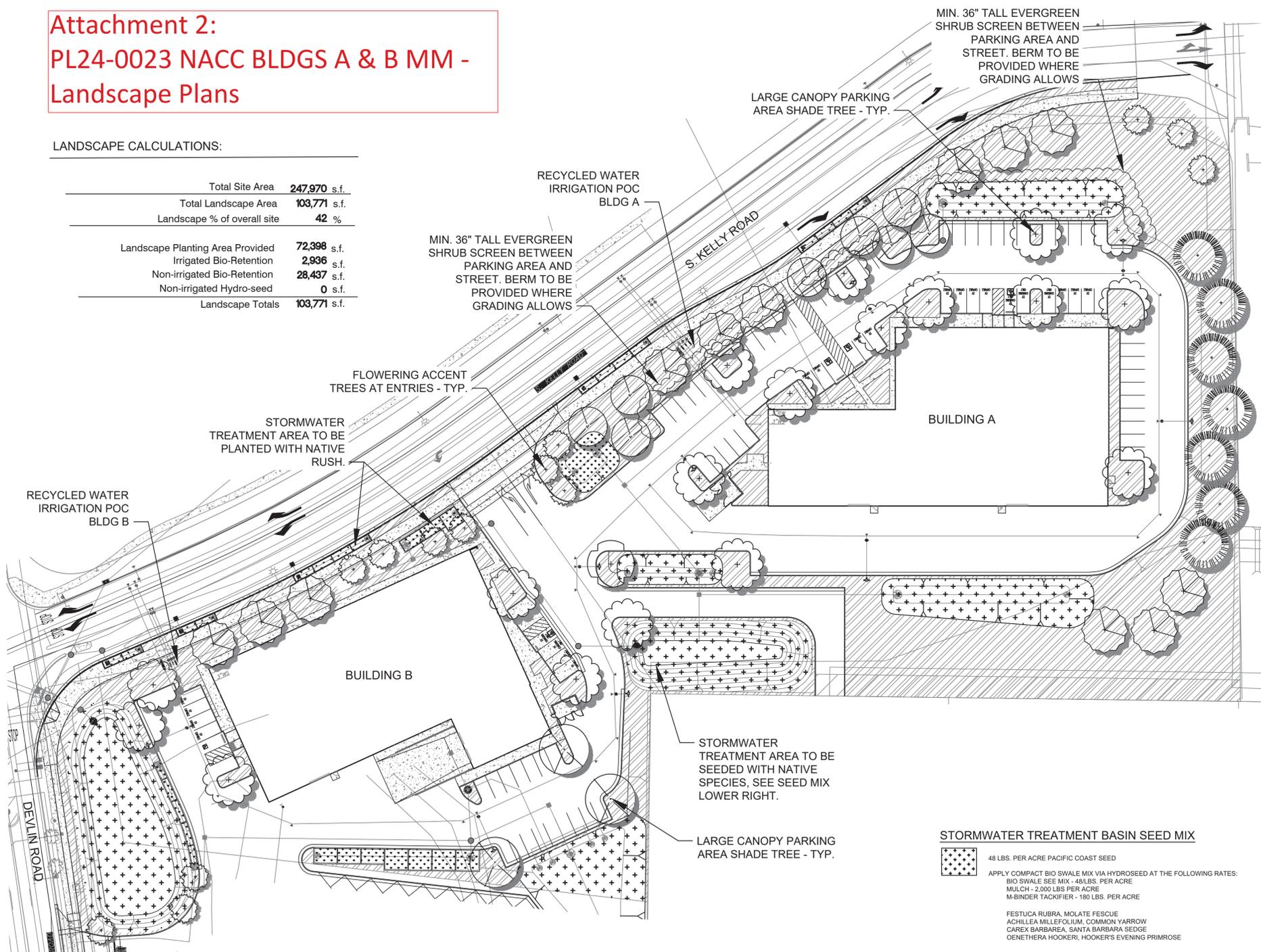
DATE: 01-08-2024
JOB NO. 4775-1

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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.



LANDSCAPE PLANT LIST:

PLANT LIST: WATER REGIME PLANT FACTOR REFERENCED ARE PER WUCOLS IV - ZONE 1
MATURE HABIT PER SUNSET WESTERN GARDEN BOOK

no.	NATIVE	BOTANICAL NAME	COMMON NAME	SIZE	WATER REGIME HYDROZONE	MATURE HABIT H X W
TREES						
		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						
		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						
	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			

no.	NATIVE	BOTANICAL NAME	COMMON NAME	SIZE	WATER REGIME HYDROZONE	MATURE HABIT H X W
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 RAZZLEBERRY	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	

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. 'WEO' 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.



BEFORE EXCAVATING CALL: 811
48-HOURS BEFORE ALL
PLANNED WORK OPERATIONS



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
Δ --	---



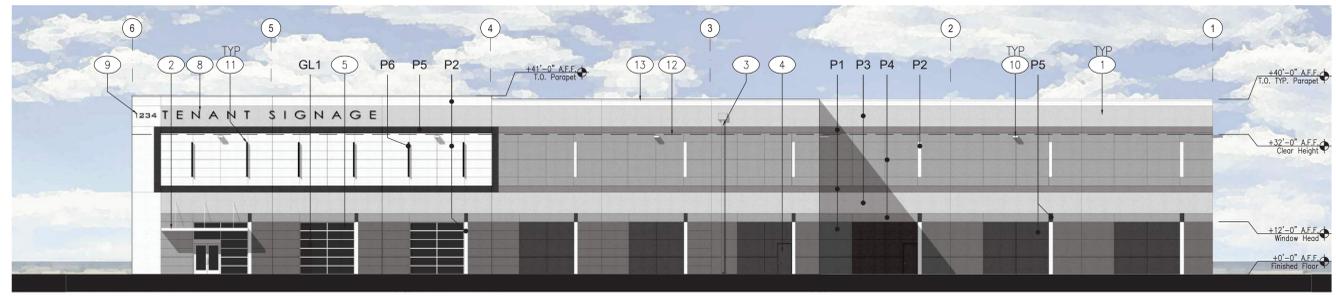
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Approved **bh**
Drawn **kh** Reviewed **bh**
Project No. **PL24-0023**
Scale **---** Issue Date **---**

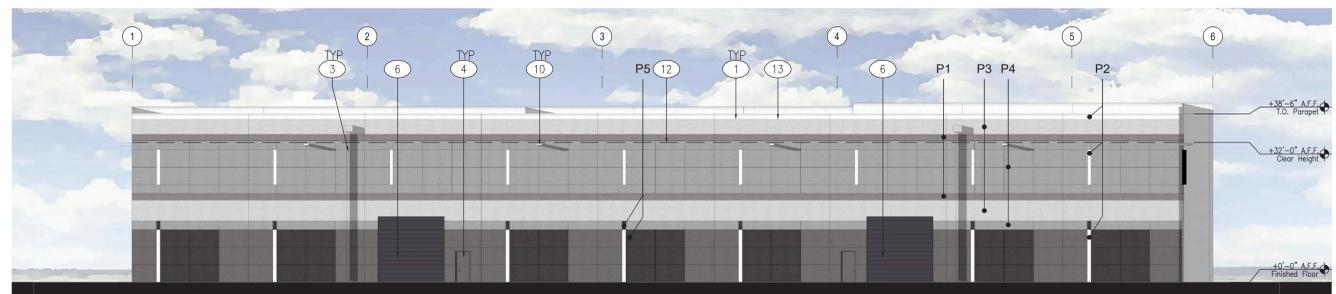
Preliminary
Landscape Plan

L1.1

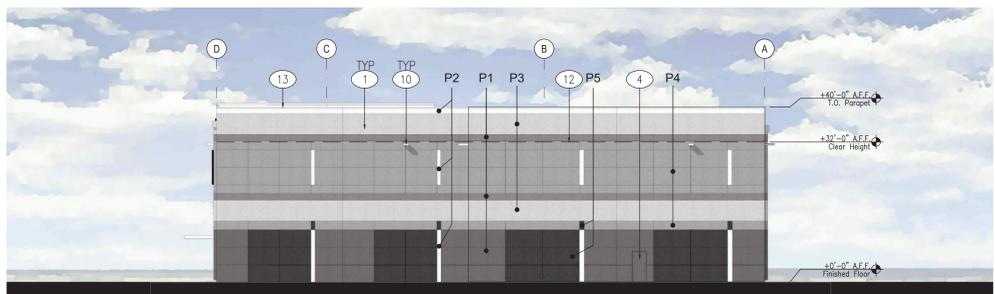
**Attachment 3:
PL24-0023 NACC BLDGS A & B MM -
BLDG A Exterior Elevations**



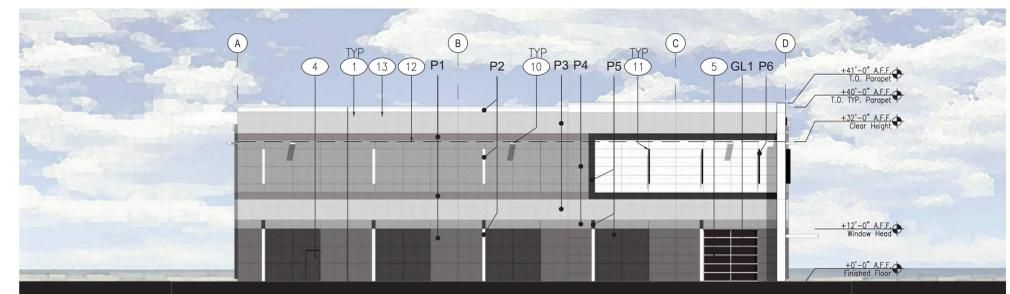
A: NORTH ELEVATION



B: SOUTH ELEVATION



D: WEST ELEVATION



C: EAST ELEVATION



E: PERSPECTIVE VIEW OF MAIN ENTRY

City of American Canyon
Planning Division Approval
[Signature]
2/20/2025
Authorized Signature Date

0' 8' 16' 32'
EXTERIOR ELEVATIONS
SCALE: 1/16" = 1'-0"
1

FINISH LEGEND:	KEYNOTES:
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	1 TYPICAL SITE CAST, CONCRETE TILT-UP PANELS WITH 3/4" REVEALS AND A MULTI COLOR COATING SYSTEM.
P1: ELASTOMERIC PAINT SHERWIN WILLIAMS SW7067 CITYSCAPE	2 PAINTED STEEL ENTRY CANOPY
P2: ELASTOMERIC PAINT SHERWIN WILLIAMS SW7008 ALABASTER	3 METAL SURFACE MOUNTED SCUPPERS AND DOWNSPOUTS. PAINT TO MATCH ADJACENT PANEL COLOR.
P3: ELASTOMERIC PAINT SHERWIN WILLIAMS SW7016 PASSIVE	4 TYPICAL 3' X 7' STEEL MAN DOOR WITH LIGHT FIXTURE CENTERED OVER DOOR. PAINT TO MATCH ADJACENT PANEL COLOR.
P4: ELASTOMERIC PAINT SHERWIN WILLIAMS SW7660 EARL GREY	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.
P5: ELASTOMERIC PAINT SHERWIN WILLIAMS SW7069 IRON ORE	6 15' X 15' GRADE LEVEL O.H. SECTIONAL ROLL UP DOOR
P6: ELASTOMERIC PAINT SHERWIN WILLIAMS SW6990 CAVIAR	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 FIN'S'. 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
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Office 916 449-1400
rmw.com

OWNER / DEVELOPER:
G3
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



scale : AS NOTED
project number : 2234116

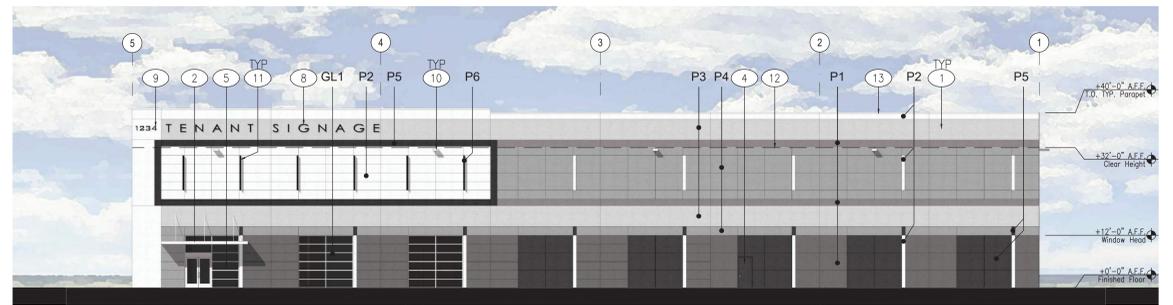
**EXTERIOR
ELEVATIONS
BUILDING A**

sheet no. : **A03.1**

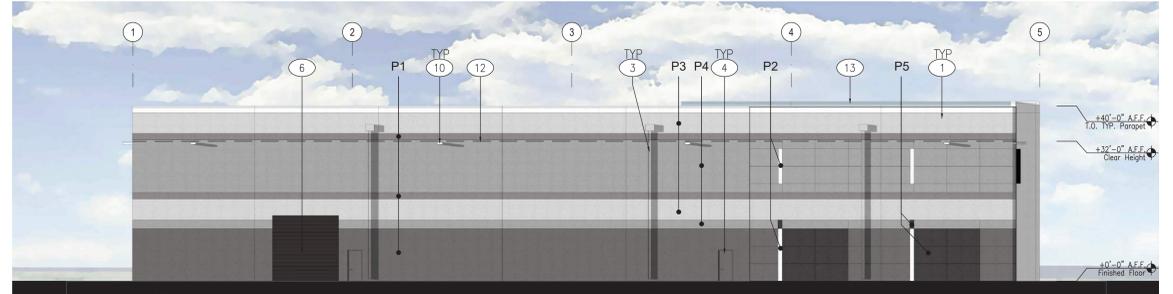
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PL24-0023 NACC BLDGS A & B MM -
BLDG B Exterior Elevations

City of American Canyon
 Planning Division Approval

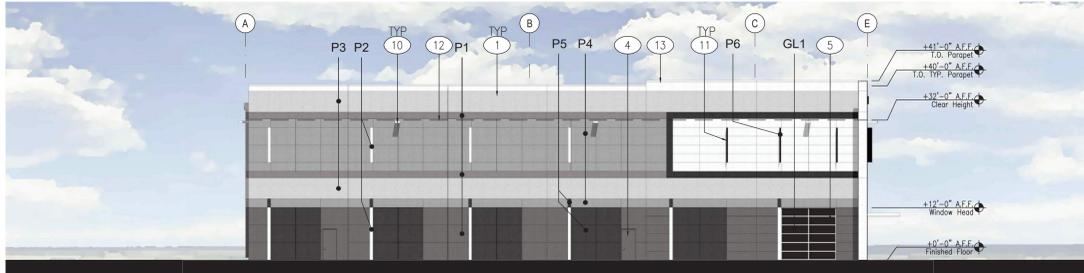
 2/20/2025
 Authorized Signature Date



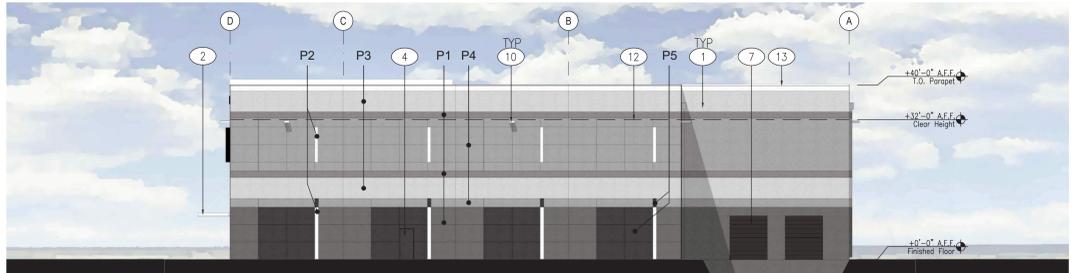
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E: PERSPECTIVE VIEW OF MAIN ENTRY

0' 8' 16' 32'
 EXTERIOR ELEVATIONS
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 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.
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**NEW INDUSTRIAL/
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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



scale : AS NOTED
 project number : 2234116

**EXTERIOR
 ELEVATIONS
 BUILDING B**

sheet no. :



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.

[Handwritten Signature]
Applicant's signature

4/4/2025
Date

STEVE LAY
Applicant's name

[Handwritten Signature]
Property Owner's signature

4/4/2025
Date

GS KELLY DEVIN LLC (KEVIN LUTTENBERGER - 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



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. to 6:00 p.m. on Saturdays, and between 10:00 a.m. and 6:00 p.m. on Sundays and State and Federal holidays.
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-foot 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,

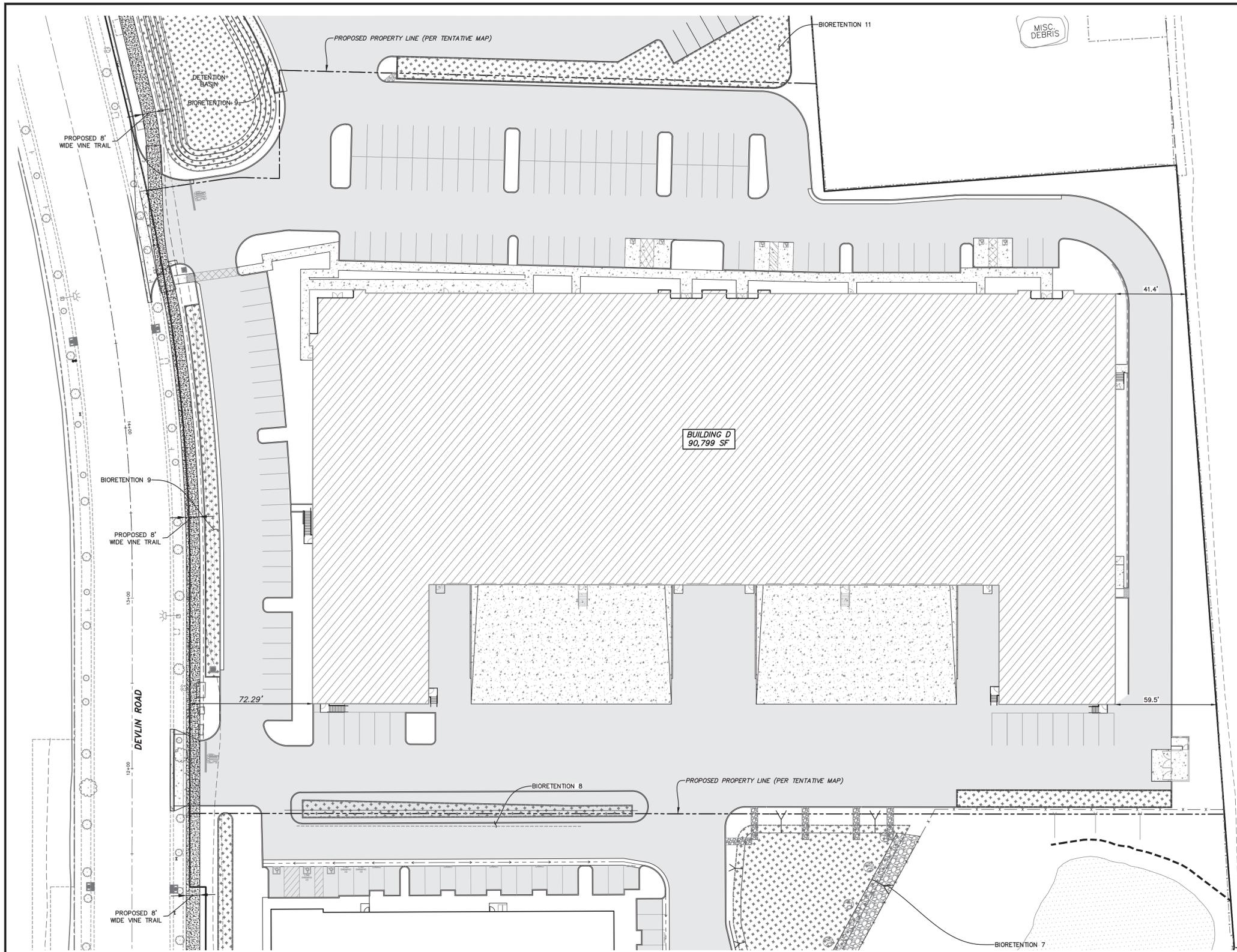
City of American Canyon



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



MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER BUILDING D
 910 DELVIN ROAD CITY OF AMERICAN CANYON CALIFORNIA

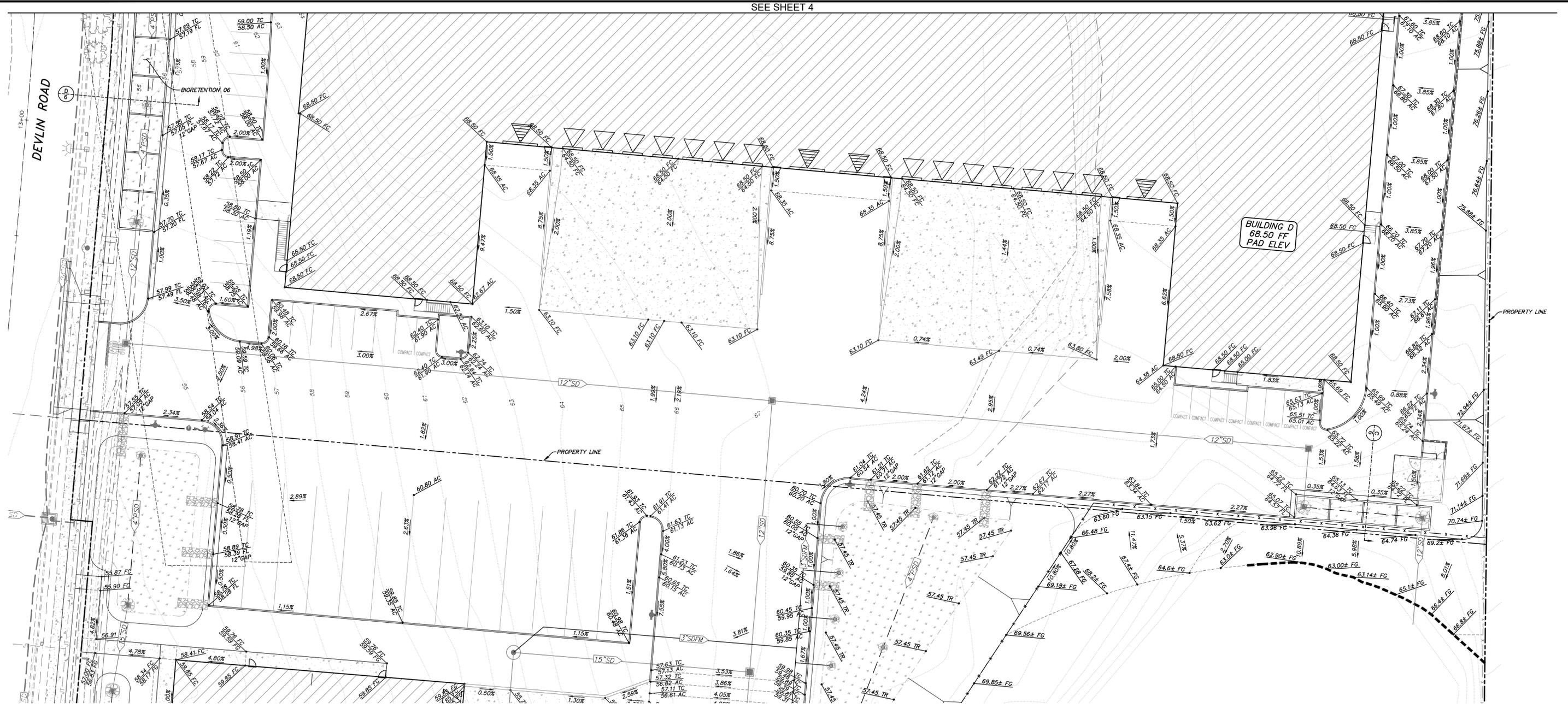
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APPROVED SITE PLAN (P07-00113-UP)

DATE: 01-08-2024
 JOB NO. 4775-1

1
 SHEET 1 OF 11

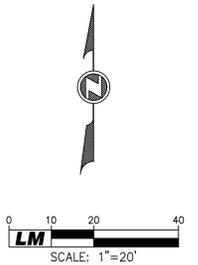
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GRADING LEGEND:

- - - - - 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
- [Stippled Area] - PROPOSED BIORETENTION FACILITY

- GENERAL NOTES:**
- TOP OF CURB (TC) = 0.5' + PAVEMENT ELEVATION (AC), FLOWLINE ELEVATION (FL), OR CONCRETE ELEVATION (FC), UNLESS OTHERWISE NOTED.
 - ALL ACCESSIBLE PARKING/LOADING AREAS SHALL HAVE NO MORE THAN 1.5% MAXIMUM SLOPE IN ANY DIRECTION.
 - 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.	

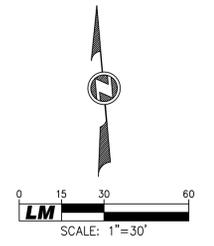
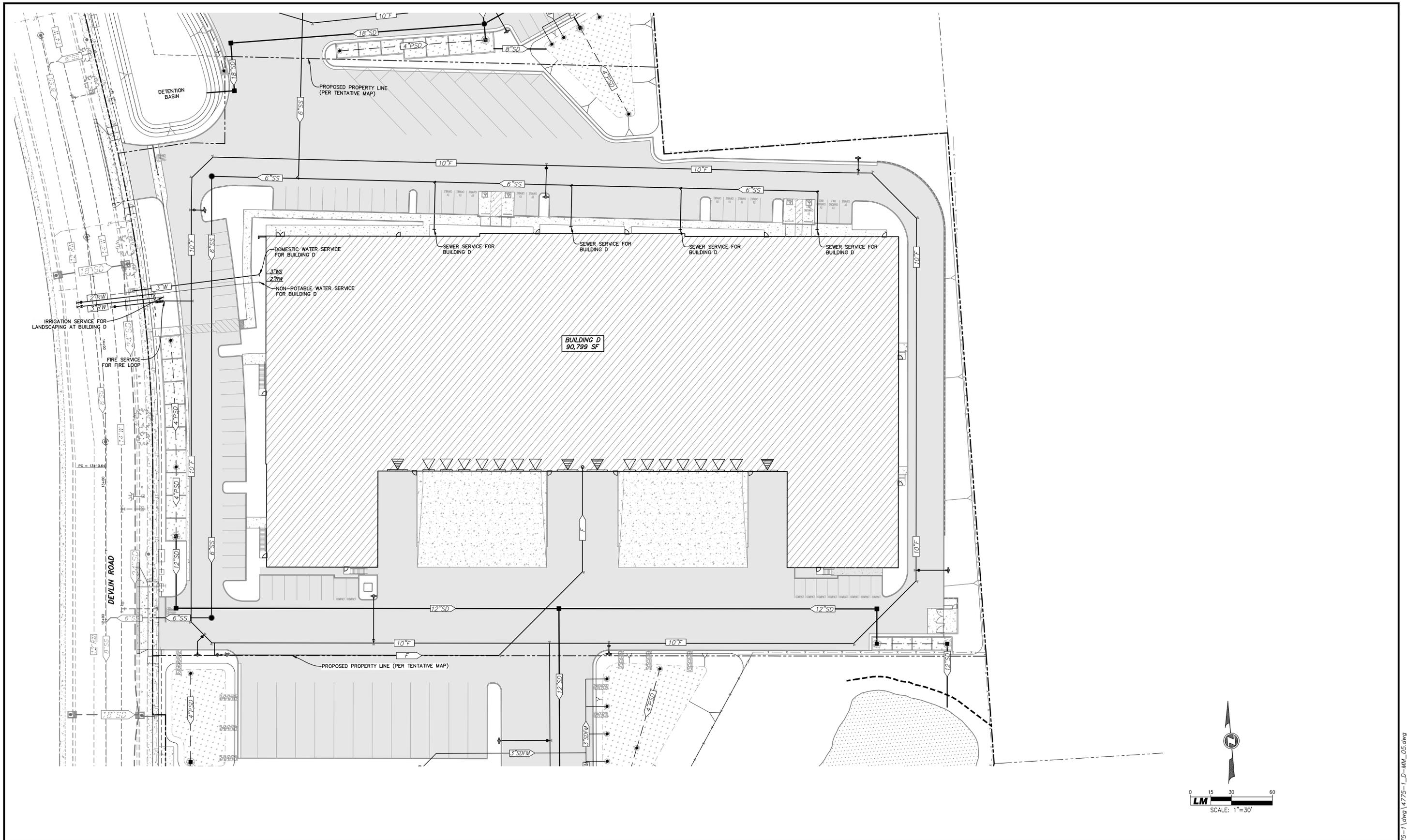
LM LAUGENOUR AND MEIKLE
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 P.O. BOX 828, WOODLAND, CALIFORNIA 95776 • FAX: (530) 662-4602

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

MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER BUILDING D
 910 DELVIN ROAD CITY OF AMERICAN CANYON CALIFORNIA

GRADING PLAN

SCALE	1"=20'	SHEET 3 OF 11
DATE:	01-08-2024	
JOB NO.	4775-1	



DESIGNED BY	PF				
DRAWN BY	JB				
CHECKED BY	PDC				
REV.	DATE	DESCRIPTION	BY	APP'D.	

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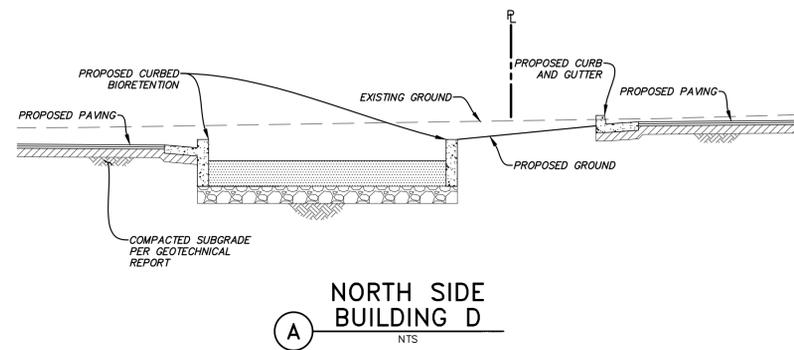


MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER BUILDING D
 910 DELVIN ROAD CITY OF AMERICAN CANYON CALIFORNIA

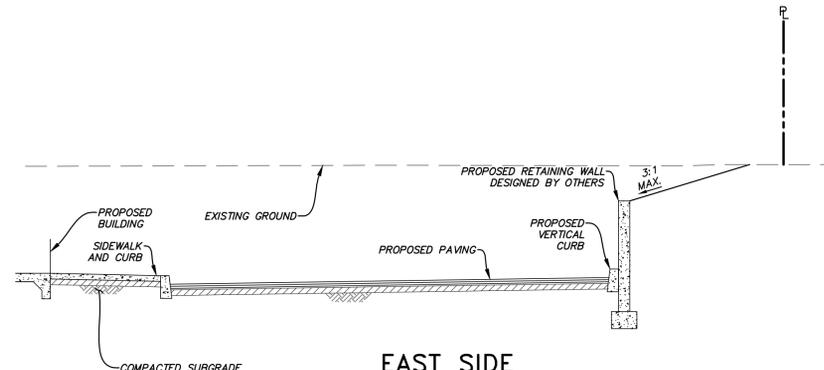
UTILITY PLAN

SCALE	1"=30'	5
DATE:	01-08-2024	
JOB NO.	4775-1	SHEET 5 OF 11

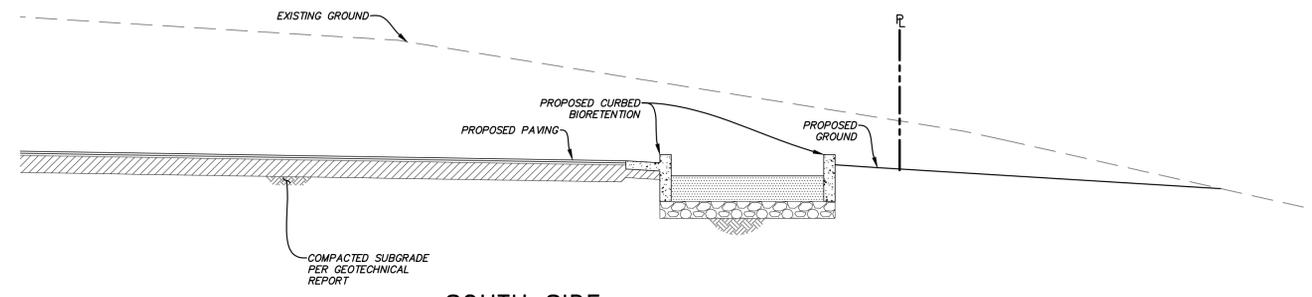
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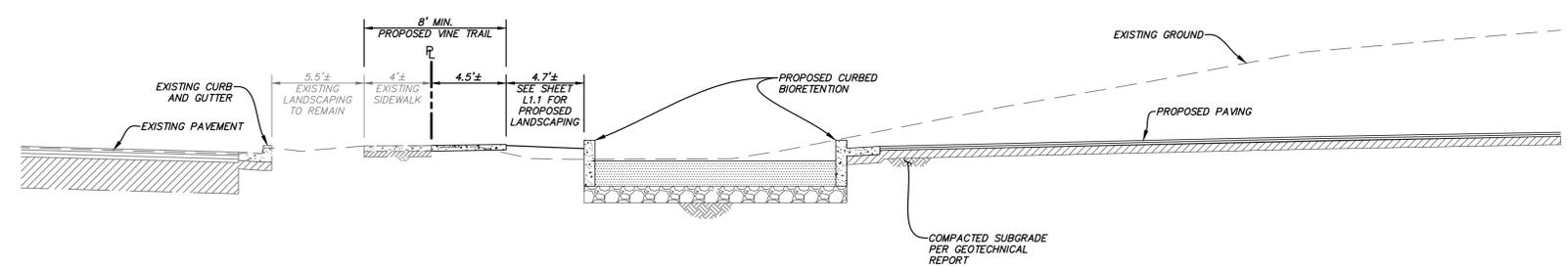
(A) NORTH SIDE BUILDING D
NTS



(B) EAST SIDE BUILDING D
NTS



(C) SOUTH SIDE BUILDING D
NTS



(D) DEVLIN ROAD AT BUILDING D
NTS

DESIGNED BY	PF						
DRAWN BY	JB						
CHECKED BY	PDC						
REV.	DATE		DESCRIPTION		BY	APP'D.	

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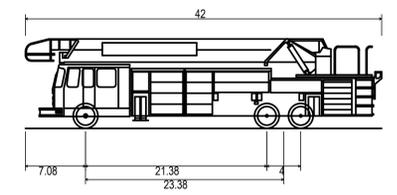
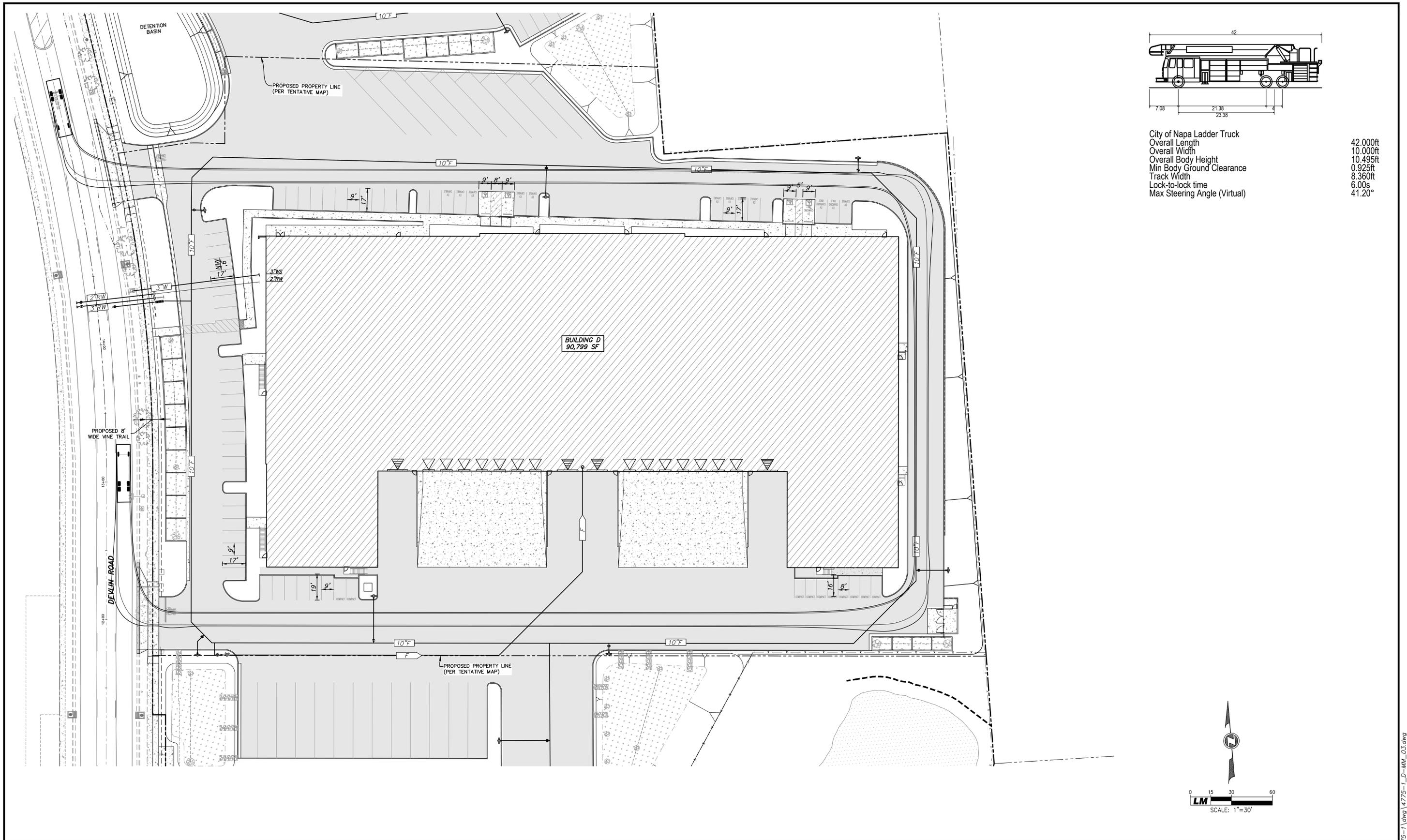


MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER BUILDING D
 910 DELVIN ROAD CITY OF AMERICAN CANYON CALIFORNIA

TYPICAL CROSS SECTIONS

SCALE	NONE	6
DATE:	01-08-2024	
JOB NO.	4775-1	SHEET 6 OF 11

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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.	

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

MINOR MODIFICATION FOR
NAPA AIRPORT CORPORATE CENTER BUILDING D
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SCALE: 1"=30'

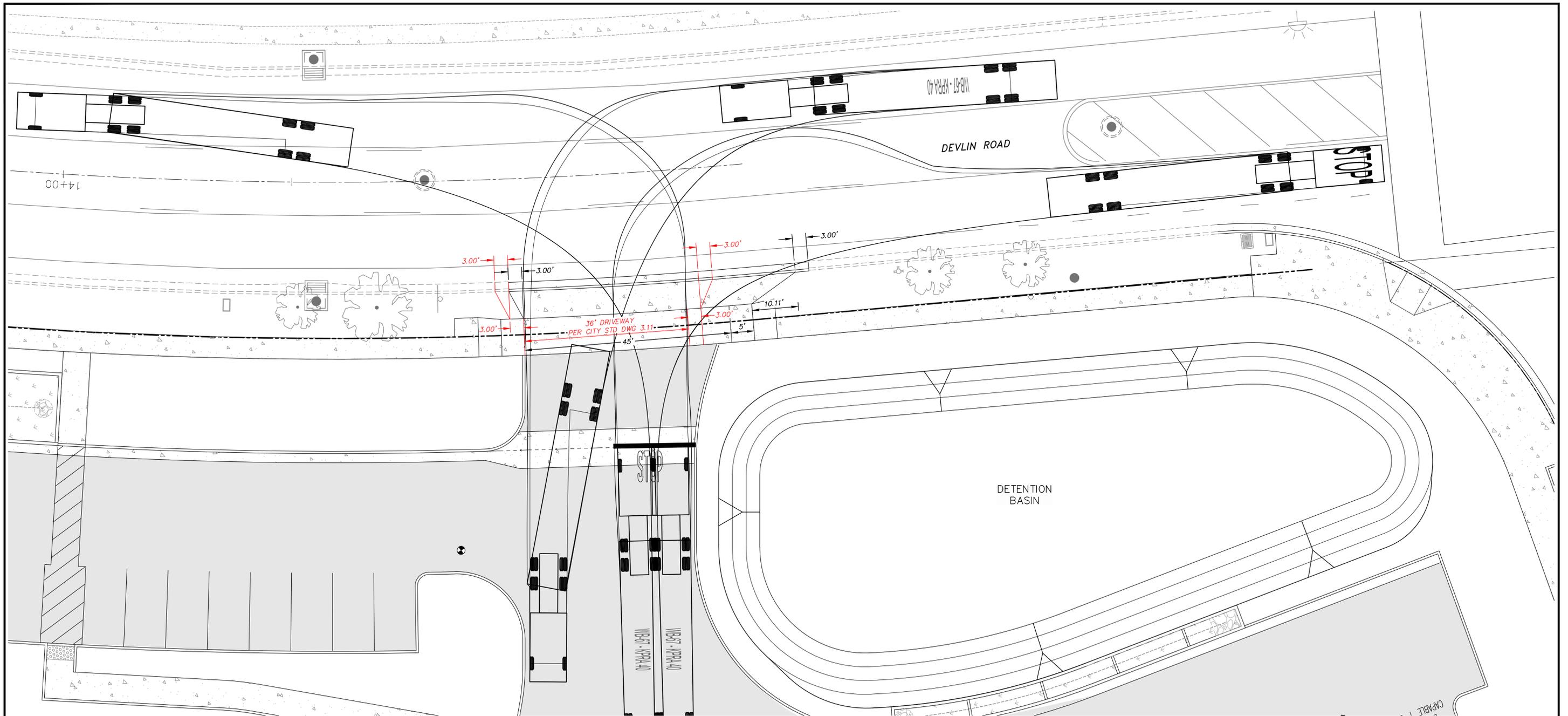
7

SHEET 7 OF 11

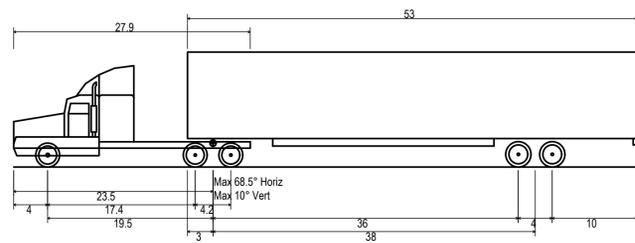
DATE: 01-08-2024
 JOB NO. 4775-1

FIRE PLAN

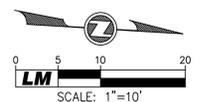
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VARIANCE REQUEST:
 APPLICANT REQUESTS A VARIANCE TO COMMERCIAL CURB CUTS & DRIVEWAY REGULATIONS (STANDARD DWG. # 3.11) TO ACCOMMODATE TRUCK TURN MOVEMENTS.



WB-67 - KPRA 40
 Overall Length 73.50ft
 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°



DESIGNED BY	PF				
DRAWN BY	JB				
CHECKED BY	PDC				
REV.	DATE	DESCRIPTION	BY	APP'D.	

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



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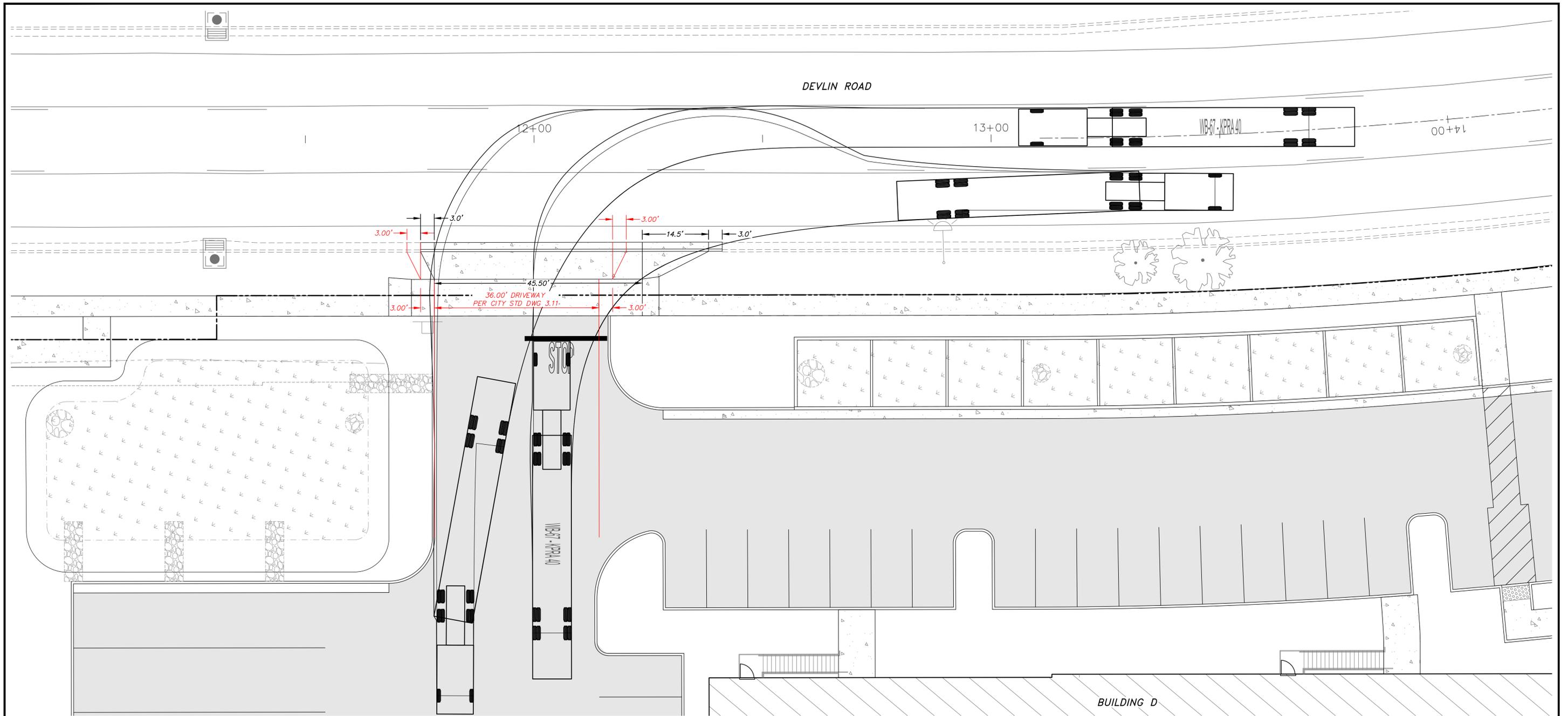
DRIVEWAY VARIANCE PLAN

SCALE 1"=10'

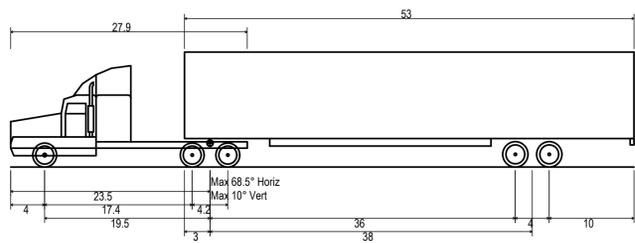
DATE: 01-08-2024
 JOB NO. 4775-1

SHEET 8 OF 11

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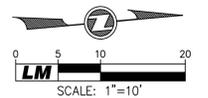


VARIANCE REQUEST:
 APPLICANT REQUESTS A VARIANCE TO COMMERCIAL CURB CUTS & DRIVEWAY REGULATIONS (STANDARD DWG. # 3.11) TO ACCOMMODATE TRUCK TURN MOVEMENTS.



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°

BUILDING D



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

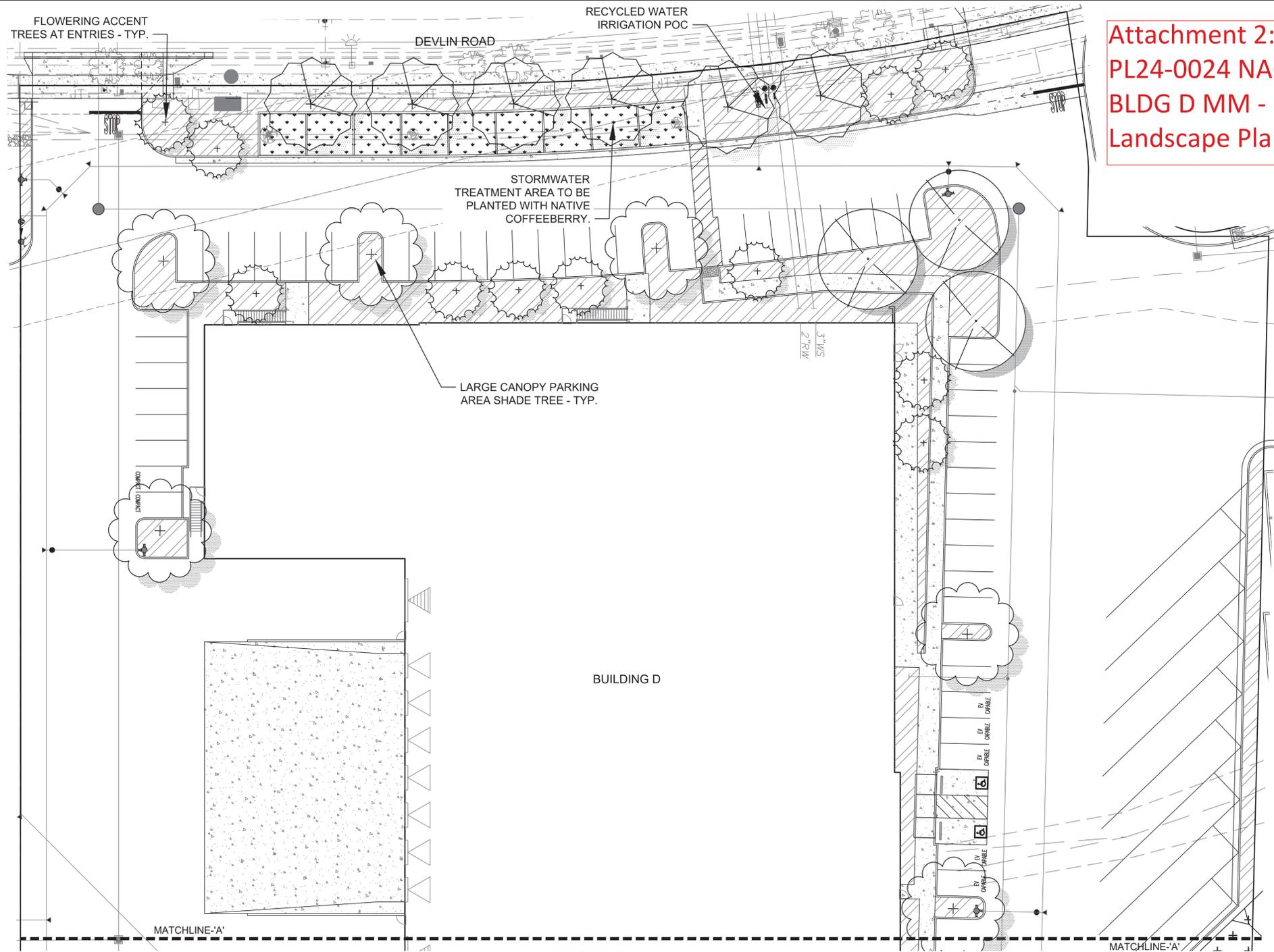
MINOR MODIFICATION FOR NAPA AIRPORT CORPORATE CENTER BUILDING D
 910 DELVIN ROAD CITY OF AMERICAN CANYON CALIFORNIA

SCALE 1"=10'

DATE: 01-08-2024
 JOB NO. 4775-1

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. 'WEO' 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

no.	NATIVE	BOTANICAL NAME	COMMON NAME	SIZE	WATER REGIME HYDROZONE	MATURE HABIT H X W
TREES						
		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						
		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						
	x	RHAMNUS CALIFORNICA	CALIFORNIA COFFEEBERRY	1 GAL.	LOW	6" O.C.
	x	NATIVE SEED MIX SEE RIGHT NON IRRIGATED	MFG. PACIFIC COAST SEED			

no.	NATIVE	BOTANICAL NAME	COMMON NAME	SIZE	WATER REGIME HYDROZONE	MATURE HABIT H X W
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 RAZZLEBERRY	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 L. '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	

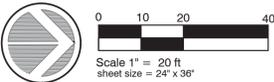
STORMWATER TREATMENT BASIN SEED MIX

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
OENOTHERA HOOKERI, HOOKER'S EVENING PRIMROSE

BEFORE EXCAVATING CALL 811
48-HOURS BEFORE ALL
PLANNED WORK OPERATIONS



GreenDesign
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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
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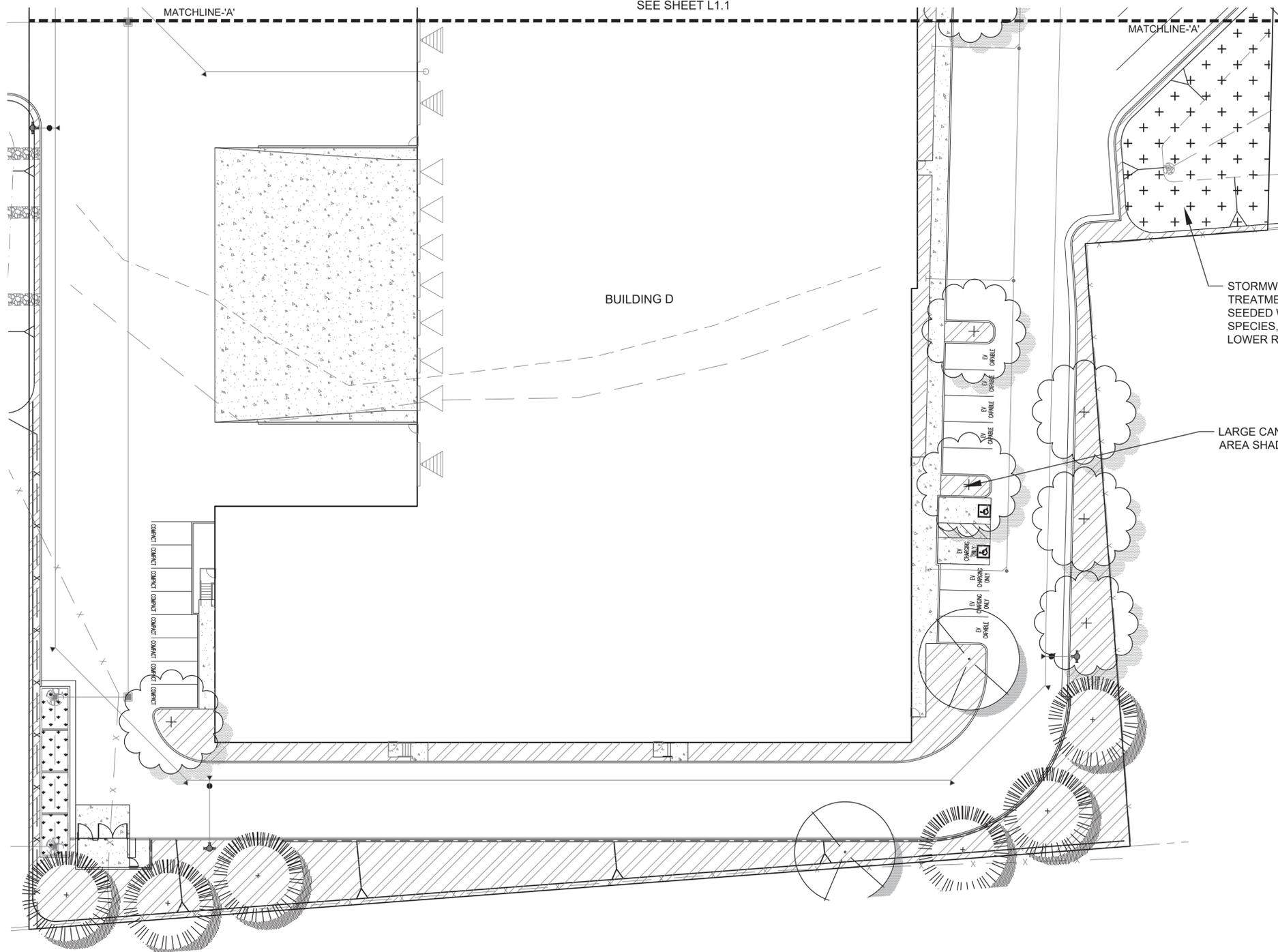


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Approved bh
Drawn kh Reviewed bh
Project No. PL24-0024
Scale --- Issue Date ---

Preliminary
Landscape Plan

L1.1



SEE SHEET 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. 'WELC' 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 - 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
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Napa Airport Corporate Center Building 'D'

910 Devlin Road, American Canyon, CA 94508

ISSUE	DATE

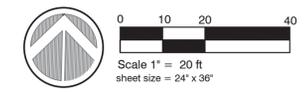


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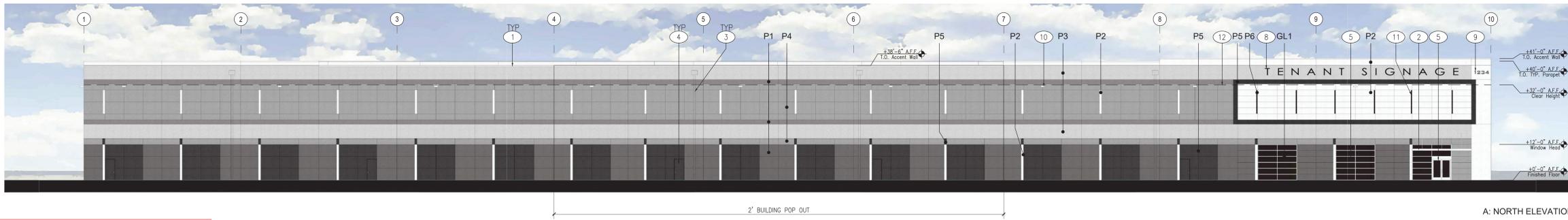
Approved	bh	Reviewed	bh
Drawn	kh	Project No.	PL24-0024
Scale	---	Issue Date	---

Preliminary Landscape Plan

BEFORE EXCAVATING CALL: 811
48-HOURS BEFORE ALL PLANNED WORK OPERATIONS

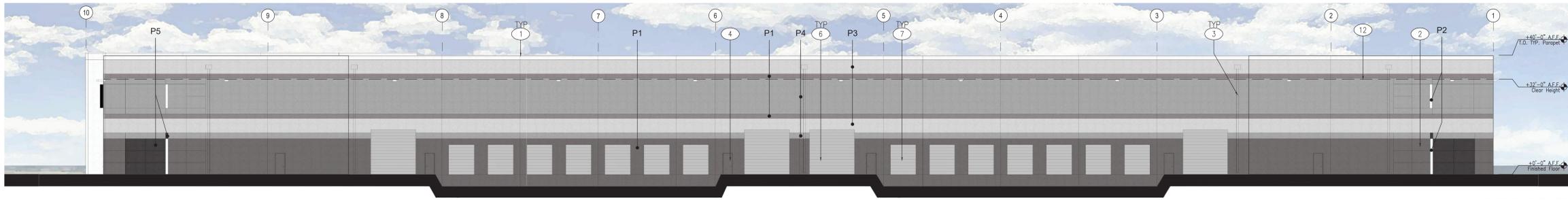


L1.2

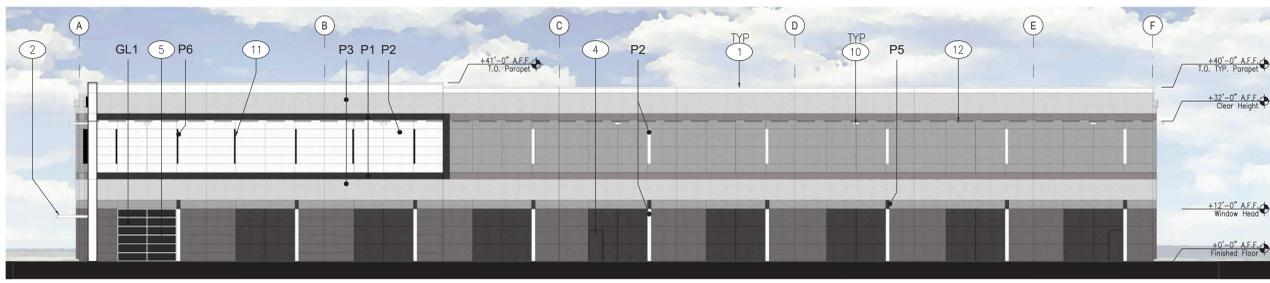


A: NORTH ELEVATION

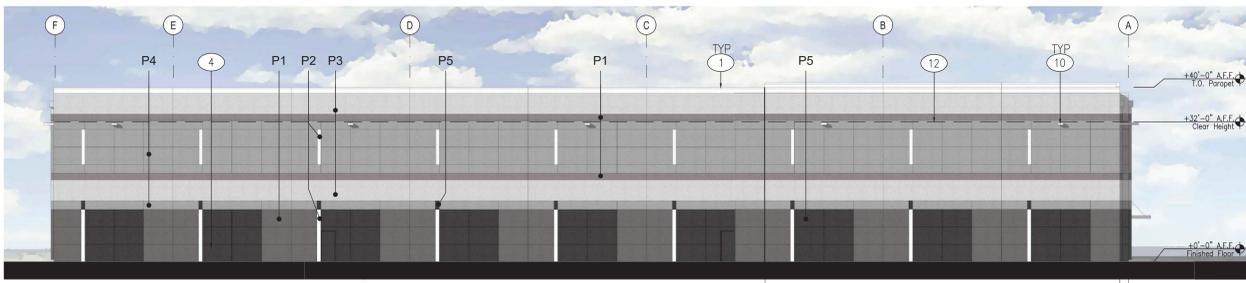
Attachment 3:
 PL24-0024 NACC BLDG D MM -
 BLDG D Exterior Elevations



B: SOUTH ELEVATION



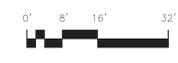
D: WEST ELEVATION



C: EAST ELEVATION



E: PERSPECTIVE VIEW OF MAIN ENTRY



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 FIN'S'. PAINT AS SPECIFIED.
- 12 DASHED LINE INDICATES INTERNAL CLEAR HEIGHT.
- 13 FUTURE ROOF MOUNTED HVAC EQUIPMENT TO BE SCREENED FROM VIEWS FROM THE PUBLIC ROADWAYS. 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: 209.252.1205
 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

 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

4/4/2025

Date

STEVE LAY

Applicant's name



Property Owner's signature

4/4/2025

Date

G3 KELLY DEVLIN LLC (KEVIN LATTENGREEN - 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 2

NACC Project Location





TITLE

Notice of Completion for the Knightsbridge Reconstruction and Water Main Improvements Project (TR23-0100)

RECOMMENDATION

Adopt a Resolution accepting the project as complete, authorizing the Public Works Director to file a Notice of Completion, and releasing a Retention payment to ARB, Inc. in conjunction with the Knightsbridge Reconstruction and Water Main Improvements Project (TR23-0100).

CONTACT

Erica Ahmann Smithies, P.E., Public Works Director/City Engineer
Ron Ranada, P.E., Senior Civil Engineer

BACKGROUND & ANALYSIS

The Knightsbridge Reconstruction and Water Main Improvements Project (TR23-0100) consists of water main replacement and pavement rehabilitation at Knightsbridge Way from Elliott Drive to Danrose Drive, and connecting cul-de-sacs including Linwood Lane, Arden Court, Lansford Court, Park Lane, and Regent Court. Work includes, but is not limited to, mobilization, traffic control, storm water pollution prevention, curb ramp upgrades, abandonment of existing water main, installation of new water main and services, full depth reclamation with cement treated base, asphalt paving, and new striping.

The City solicited competitive bids for the project and opened bids on November 7, 2024. ARB, Inc. (ARB) was determined to be the lowest responsible and responsive bidder, with a bid of \$2,035,773. On November 19, 2024, the City Council authorized the award of the construction contract and authorized the Public Works Director to approve and execute contract change orders in an aggregate amount not to exceed the Project Budget of \$2,539,438 (R2024-89).

On June 3, 2025, the City Council authorized amending the Capital Budget and increasing the project budget to cover the increased costs for changing the road pavement rehabilitation method to address unforeseen conditions related to existing pavement degradation and weakened road subgrades.

ARB has completed the contract work, including Contract Change Order (CCO) Nos. 1 through 12, to

the satisfaction of the Public Works Director, at a final contract cost of \$2,383,786.98. Staff recommends the Council accept the work as complete, authorize the Public Works Director to file a Notice of Completion, and authorize the release of Retention payment to ARB, Inc.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

The total construction contract amount including CCO Nos. 1-12 is \$2,383,786.98.

Contract Item	Amount
Original Construction Contract	\$2,035,773.00
Change Order #1	\$25,366.81
Change Order #2	\$4,200.00
Change Order #3	\$86,493.37
Change Order #4	-\$20,746.87
Change Order #5	-\$3,000.00
Change Order #6	\$4,301.17
Change Order #6A	\$34,195.43
Change Order #7	\$2,276.00
Change Order #8	\$30,800.00
Change Order #9	\$99,233.02
Change Order #10	\$55,992.80
Change Order #11	\$11,980.25
Change Order #12	\$16,922.00
Total Construction Contract	\$2,383,786.98

The change orders were mainly due to unforeseen site conditions and additional scope that were not part of the original design. These included the re-alignment of the water main, installation of horizontal and vertical offsets on the water main to avoid existing utilities, changing the pavement rehabilitation method to FDR-C due to differing site conditions, and installing high-visibility striping at the crosswalks on Elliott and Danrose Drive.

The estimated total project cost including design, construction contract, materials testing services, in-house staff and project support, and miscellaneous expenses, is estimated at

Description	Amount
Design Contract (Bellecci and Associates)	\$186,839.50
Construction Contract (ARB, Inc.)	\$2,383,786.98
Materials Testing Services	\$55,970.82
Construction Inspection Services	\$23,252.50

In-house Staff and Project Support	\$81,197.93
Miscellaneous	\$16,711.41
Total Estimated Project Expenditure (rounded)	\$2,748,000

ENVIRONMENTAL REVIEW

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

COMMUNICATION

Level 0: No Further Public Communication Needed

ATTACHMENTS:

1. [Resolution - Knightsbridge Reconstruction and Water Main Improvements Project](#)
2. [Notice of Completion - Knightsbridge Reconstruction and Water Main Improvements Project](#)

RESOLUTION NO. 2025-_____

A RESOLUTION ACCEPTING THE PROJECT AS COMPLETE, AUTHORIZING THE PUBLIC WORKS DIRECTOR TO FILE A NOTICE OF COMPLETION, AND RELEASING A RETENTION PAYMENT TO ARB, INC. IN CONJUNCTION WITH THE KNIGHTSBRIDGE RECONSTRUCTION AND WATER MAIN IMPROVEMENTS PROJECT (TR23-0100)

WHEREAS, the Knightsbridge Reconstruction and Water Main Improvements Project (TR23-0100) includes the replacement of old water mains, and road rehabilitation including ADA curb ramp upgrades; and

WHEREAS, on November 19, 2024, the City Council authorized the award of a construction contract to ARB, Inc. in the amount of \$2,035,773 and authorized the Public Works Director to approve and execute contract change orders in an aggregate amount not to exceed the Project Budget (R2024-89); and

WHEREAS, on June 3, 2025, the City Council authorized amending the FY2024-25 Capital Budget and increasing the Project Budget to provide for the increased costs of pavement improvements due to unforeseen conditions related to existing pavement degradation and weakened road subgrades (R2025-43); and

WHEREAS, all contracted work, including Contract Change Order Nos. 1 to 12, has been completed at a total construction contract cost of \$2,383,786.98; and

WHEREAS, ARB, Inc. has completed all of the contracted work to the satisfaction of the Public Works Director; and

WHEREAS, total project cost, including the design contract, construction contract, materials testing services, in-house staff and project support, and miscellaneous expenses, is estimated at \$2,748,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby accepts the Knightsbridge Reconstruction and Water Main Improvements Project (TR23-0100) as complete, authorizes the Public Works Director to file a Notice of Completion, and approves the release of a Retention payment to ARB, Inc.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 5th day of August, 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

RECORDING REQUESTED BY:

City of American Canyon
4381 Broadway, Ste. 201
American Canyon, CA 94503

WHEN RECORDED RETURN TO:

City of American Canyon
4381 Broadway, Ste. 201
American Canyon, CA 94503

Exempt from recording fee pursuant to Government Code Section 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated in Paragraph 3 herein in the real property herein described is owned by:

City of American Canyon
4381 Broadway, Ste. 201
American Canyon, CA 94503

2. That the full name and address of the owner of said interest or estate, if there is only one owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the original contract, if any, for said work of improvement was the **KNIGHTSBRIGE RECONSTRUCTION AND WATER MAIN IMPROVEMENTS PROJECT (TR23-0100)**, which consists of approximately 2,700 linear feet of water main replacement and road rehabilitation by means of full depth reclamation via cement treatment (FDR-C) at Knightsbridge Way from Elliott Drive to Danrose Drive, and connecting cul-de-sacs including Linwood Lane, Arden Court, Lansford Court, Park Lane, and Regent Court in American Canyon.
4. That on the 5th day of August, 2025, a work of improvement on the real property herein described was completed.
5. That the name of the original contractor for said work of improvement was:

ARB, Inc.
1875 Loveridge Road
Pittsburg, CA 94565

6. That the name and address of the transferor is:

ARB, Inc.
1875 Loveridge Road
Pittsburg, CA 94565

7. That the real property referred to herein is situated in the County of Napa, State of California, at the following locations within the City of American Canyon, California:

Knightsbridge Way from Elliott Drive to Danrose Drive, Linwood Lane, Arden Court, Lansford Court, Park Lane, Regent Court.

Notice of Completion
Page 2

By: CITY OF AMERICAN CANYON

Erica Ahmann Smithies, P.E.
Public Works Director

Date



TITLE

Water Treatment Plant Supervisory Control Advisory Data Acquisition Upgrade (SCADA)

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to enter into an agreement with Telstar Instruments for Water Treatment Plant SCADA Upgrade Project in an amount not to exceed \$250,000.

CONTACT

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

BACKGROUND & ANALYSIS

Commissioned in 1974, the Water Treatment Plant (WTP) at 250 Kirkland Ranch Road consists of a Membrane Plant and a Conventional Plant, which typically operate simultaneously. The Conventional Plant is especially effective at treating high-turbidity water during storm events or when raw water quality fluctuates.

The WTP's Supervisory Control and Data Acquisition (SCADA) system oversees operations for both facilities. The Membrane Plant is controlled through a Zenon Control Panel located in the Control Room, which includes a ControlLogix PLC communicating with a remote I/O rack via ControlNet coaxial cable. An Operator Interface Terminal (OIT) provides real-time monitoring and control and serves as the dividing point between the Membrane and Conventional Plants.

In contrast, the Conventional Plant relies on outdated and aging infrastructure. Operations depend on a relay-based sequencing panel known as the Neptune panel, which is no longer functioning reliably, and a hardwired control panel equipped with loop controllers, switches, and relays. This legacy system lacks automation, integration with the broader SCADA system, and remote monitoring capabilities, resulting in higher maintenance demands, reduced visibility, and increased risk of operational failures.

As the City of American Canyon continues to grow, the WTP faces increasing challenges, including aging infrastructure, rising flow volumes and treatment complexity, more stringent regulatory

compliance requirements, and evolving cybersecurity threats to critical infrastructure. These limitations hinder staff's ability to optimize performance across both treatment systems, respond quickly to operational changes, collect and report accurate data, maintain system reliability, and safeguard against cyber risks.

A comprehensive SCADA upgrade is necessary to address these issues and prepare the facility for long-term demands. The proposed upgrade will replace obsolete infrastructure with secure, scalable systems, enhance operational efficiency through improved automation and control logic, enable real-time monitoring and remote alarm management, improve data integrity for regulatory reporting, streamline staffing and response to system events, support more effective staff training, and strengthen cybersecurity in line with current best practices. These improvements will ensure the WTP can continue operating reliably and efficiently as the city grows.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

The Water Treatment SCADA upgrade is funded through Capital Improvement Project WA26-0200 SCADA – WTP. Funding for the initial implementation and first-year software licensing has already been allocated in the FY2025/26 budget, utilizing funds from the City's 2021 purchase of the Ignition SCADA software for \$35,148.21.

The total implementation cost for FY2025/26 is \$250,000. This includes hardware installation, system configuration, integration with existing infrastructure, and staff training. Annual software services fees for the Ignition SCADA system are \$2,800 for FY2025/26 and are projected to increase to \$3,000 in FY2026/27. These recurring costs will be incorporated into the Information Technology Support Services budget (Division 42150) in subsequent years.

Should the City elect to continue the SCADA software subscription beyond FY2026/27, annual costs are anticipated to increase at a rate of approximately 4% per year. However, the investment in this upgrade is expected to yield long-term savings through improved operational efficiency, enhanced cybersecurity protections, reduced emergency response time, and better data-driven decision-making for facility operations.

Future funding for maintenance, support, and potential system expansions will be evaluated and proposed in future budget cycles as necessary.

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.

COMMUNICATION

Level 1 – Minimal Communication

Project information will be included in future water quality reports.

ATTACHMENTS:

1. [Resolution - WTP](#)
2. [WTP Proposal](#)

RESOLUTION NO. 2025-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TELSTAR INSTRUMENTS FOR THE WATER TREATMENT SCADA UPGRADE PROJECT (WA26-0200 SCADA – WTP) IN AN AMOUNT NOT TO EXCEED \$250,000

WHEREAS, the city has operated its Water Treatment Plant (WTP) using a legacy Supervisory Control and Data Acquisition (SCADA) system utilizing a Neptune Control Panel for the Conventional Water Plant since 1974 and a Zenon Control Panel for the Membrane Plant since 2003; and

WHEREAS, although a software upgrade was completed in 2003, the SCADA system has become outdated, limiting the optimization of operational controls and increasing vulnerability to modern cybersecurity threats; and

WHEREAS, the WTP is a critical facility that supplies water to residential and commercial residents of American Canyon, and is essential to maintaining public health, regulatory compliance, and economic stability; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of American Canyon authorizes the City Manager to enter into an agreement with Telstar Instruments for the Water Treatment SCADA Upgrade Project (WA26-0200 SCADA – WTP) in an amount not to exceed \$250,000

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 5th of August, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Pierre Washington, Mayor

ATTEST:

APPROVE AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney

REQUEST FOR PROPOSAL

Water Treatment Plant SCADA Upgrade Project
WA26-0200

CITY OF
AMERICAN
CANYON



June 26, 2025

Telstar SR# 30-44601

Proposal Submitted By

TELSTAR 
I N S T R U M E N T S

4017 Vista Park Court, **Sacramento**, CA 95834 Phone (916) 646-1999
202 South Douty Street, **Hanford**, CA 93230 Phone (559) 584-7116

This warranty is provided in accordance with applicable **California state laws**. It is in addition to any rights the client may have under applicable state consumer protection laws. No verbal modifications or third-party agreements shall alter the terms of this warranty unless documented in writing and signed by both parties.

10. Project Management

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

City of American Canyon Responsibilities

- Provide Ignition® software licenses and Historian database connectivity.
- Set up Ignition® clients for City operators.
- Ensure remote access for Telstar Instruments during implementation and support phases.

Pricing for Scope of Work: SCADA Integration\$111,317.00

E. Telstar Scope of Work: Option A. New PLC Control Panel

Telstar Instruments will provide the necessary services to implement a new PLC control panel as discussed in the mandatory job walk. The following scope of work details Telstar's responsibilities for this optional task item:

1. New PLC Control Panel with HMI will include the following:

- (1) Allen Bradley CompactLogix 5069-L310ER
- (2) Allen Bradley 16pt Digital Input Cards
- (2) Allen Bradley 8pt Analog Input Module
- (2) Allen Bradley 8pt Analog Output Module
- (1) 12" PanelView Plus
- (1) 36"H x 36"W x 12"D Enclosure
- (1) 120 VAC UPS

Programming will include:

- Speed Control for (8) existing Chemical Pumps
- Inputs from the Neptune panel wired in parallel to the existing 3 position switches.
- Relocate analog/alarm signals from the Conventional PCP
- Telstar will provide engineering and drafting services to design, wire, and deliver as-built drawings.
- Telstar will provide electrical services for panel installation, I/O wiring, and electrical commissioning.

Additions:

Telstar will provide PLC and HMI programming for the new PLC Control panel. We will provide the City with an electronic copy of the PLC and HMI program in a secure shared location. This will be used as disaster recovery backup.

Deliverables:

- Programming from the Neptune panel to include:
 - Filter to waste
 - backwash, and
 - plant on and off signals
- Programming from Conventional PCP to include:
 - Influent flow
 - Oak Hill #1 Tank Level Chlorine Residual
 - East and West Filter NTU
 - Water pH Level
 - Treated Turbidity
 - New Tank Level
 - All Alarm Relays
 - Service Pump Switches (x2)
- Programming for the existing (8) chemical pumps to include:
 - 4-20mA Speed Control

- Electronic copy of the PLC & local HMI backups
- Project Schedule
- Startup / testing sequence Schedule

Workshops:

- No workshops are required for this task

Pricing for Scope of Work: Option A. New PLC Control Panel\$97,990.00

F. Telstar Scope of Work: Option B. Ignition Reports

Telstar Instruments will provide the necessary services to complete the incomplete Ignition reports as discussed in the mandatory job walk. The following scope of work details Telstar's responsibilities for this optional task item:

- 16 Hours of Programming to complete Ignition Reports for automated reporting.

Pricing for Scope of Work: Option B. Ignition Reports\$4,500.00

G. Telstar Scope of Work: Option C. Transfer Historian Data

Telstar will facilitate the transfer of historical data from the existing Ignition Historian into the upgraded Ignition Historian.

- 16 Hours of Programming to migrate existing Historian to upgraded system.

Pricing for Scope of Work: Option C. Transfer Historian Data\$4,500.00

H. Telstar Scope of Work: Option D. Maintenance and Support Contract

- Telstar offers a three-year maintenance and support contract that would be billed on a time and materials basis. Time and materials rates through December 31, 2025, are provided below.

T&M SERVICE RATES if additional work is requested on this project:

Junior PLC/HMI/SCADA Programmer.....	\$193.00/hour
Senior PLC/SCADA Programmer.....	\$223.00/hour
Network Engineer/Cybersecurity.....	\$248.00/hour
Radio Communications Engineer.....	\$265.00/hour
California Certified Journeyman Electrician (PW NAPA 2025-1).....	\$196.00/hour
Vehicle/Fuel/Tools/Telstar supplied software.....	\$260.00/day

I. Telstar Project References

Project Title	SCADA and PLC Replacement Project
Owner	Alameda County Flood Control & Water Conservation District
Address	399 Elmhurst St, Hayward, CA 94544
Contact Person	Terence Boyd, Construction Inspector
Contact Information	(510) 670-6604; Terrence@acpwa.org
Contract Dates	October 2019 — February 2025
Relevance	SCADA and PLC Replacement with Ignition
Total Cost of Services	\$8,300,000.00

The Alameda County Flood Control & Water Conservation District SCADA project is a \$8.3M project that involves replacement of proprietary HSQ hardware and software at 23 large storm water pump stations throughout the County, in Oakland, San Leandro, Hayward, Union City, and Sunol. Upgrades include installation of process automation controllers (PACs), SCADA Servers, human machine interface (HMI) workstations, portable computer workstations, network equipment, radio communications, and ancillary equipment.

Telstar designed and implemented a new 5 GHz microwave point-to-point (PTP) high-speed backbone telemetry network for the larger and more distant stormwater pump stations. Telstar designed and implemented a 900 MHz spread spectrum ethernet radio network and cellular ethernet network for the smaller and closer stormwater pump stations. The 900 MHz spread spectrum ethernet radios are separated into four subnetworks, with a master/access point radio configured for each sub-network.

City of American Canyon
Request for Proposal (RFP)
Water Treatment Plant SCADA Upgrade Project

A. Letter of Transmittal

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

Attn: Public Works Director
Subj: Proposal to Provide Water Treatment Plant SCADA Upgrade

Dear Director:

The City of American Canyon seeks a well-qualified vendor to install and configure SCADA software upgrades to remedy systemwide SCADA system software deficiencies and to add the new alarm management system. The City has elected to replace the existing controls system with commercial off-the-shelf software, choosing Inductive Automation's Ignition platform SCADA.

As one of the largest SCADA, PLC, electrical and instrumentation contractors operating on the West Coast, Telstar Instruments (Telstar) has a proven history of completing SCADA/PLC integration projects on time and on budget. We have provided design-build SCADA services for municipalities for over 40 years, with offices in Sacramento and Hanford, California. Telstar holds Class A General Engineering, Class B Building Construction, Class C-7 Low Voltage and C-10 Electrical California contractor licenses along with multiple software certifications. Telstar has grown steadily through the decades and stays abreast of technology advancements. Telstar's employees are long-term, due to our approach to pay and benefits, our exceptional work environment, and our challenging and interesting work on high-quality SCADA systems. The City can be assured of the availability of consistent highly skilled, well-trained professionals needed to make this SCADA project successful.

Telstar is excited to work with the City on this important project. Telstar provides a team with superior experience in replacement of complex control systems, working with Allen Bradley and Ignition. Our knowledge of your plant processes and the WWTP SCADA system, will be helpful for this upgrade. Our breadth and depth of resources, skills, experience and facilities will allow us to execute this project on schedule while employing a standards-based best practices delivery approach that assures quality and minimizes risk. Located than 50 minutes from the City and programming staff living within 20 miles of the City's facilities, we can provide a full turnkey solution for the City with a timely response to emergencies, startup and maintenance of the systems.

The decision to select Telstar will directly benefit the City in the following ways:

1. **We are familiar with your plant, personnel, processes and your current SCADA system.** We perform programming at your wastewater plant which includes ladder logic programming, building new SCADA screens, servicing telemetry from pump stations and adding flow totalizers, building trend pages and scaling those trends to flow meters, and Telstar upgraded the current SCADA system to a newer version in 2014-15. Telstar was recently awarded the contract for the SCADA

City of American Canyon
Request for Proposal (RFP)
Water Treatment Plant SCADA Upgrade Project

upgrade for the wastewater treatment plant.

2. **We have superior experience** in complex control systems working with all manufacturers of SCADA software. We will provide the City with a substantial depth and variety of resources. We are a full-service contractor providing mechanical, electrical, instrumentation, UL 508 panel shop and programming services.
3. **The Telstar team is ready to start right away.** We offer PLC and SCADA engineering experts. We have the bench strength to perform the work. We have and continue to support many similar contracts, implementing ISA HMI-101 principles in water and wastewater treatment SCADA systems.
4. **We offer PLC and SCADA programming experts.** Our team possesses unmatched Ignition and Allen Bradley programming expertise. We are an Ignition Gold Certified System Integrator Partner, Rockwell Recognized System Integrator and Control System Integrators Association (CSIA) certified. Some of our programmers are also qualified instrument technicians, and certified electricians, which allows them to troubleshoot minor electrical and instrumentation.
5. **Certifications.** Telstar holds a CSIA Certification through the Control System Integrators Association. CISA Certification is the gold-seal mark of a professionally managed control system integration business. Certification reassures clients that the control system integrator is an established, successful professional services firm that wants to develop a successful, long-term partnership with clients. Telstar is also ISNetWorld certified with a grade A standing.

Signature and contact information:

Ben Herston, Managing Director, will serve as Telstar's authorized representative who will be signatory to the contract with the City as well as serve as Telstar's primary contact for the Proposal and contract negotiations phase. Ben's contact is: (916) 204-2747; bherston@telstarinc.com. Please forward all contract information to contracts@telstarinc.com.

We look forward to working closely with City of American Canyon on this project. If you have questions regarding this Proposal, please contact Ben Herston at (916) 204-2747.

Sincerely,



Ben Herston, Managing Director
Telstar Instruments
Bherston@telstarinc.com
(916) 204-2747

B. Telstar Qualifications

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

Telstar's Expertise and Qualifications Specific to this Project

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

1. Rockwell Automation Partnership

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

2. Experienced Programming Staff

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

3. Comprehensive Software and Hardware Support

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

4. Ignition SCADA Expertise

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

5. AWS Cloud-Based Ignition SCADA Design

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

6. Certified Network Engineering and Cybersecurity Compliance

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

7. Alarm Management Implementation

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

8. SCADA System Migration Experience

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

9. Serial Radio Network Communication Expertise

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

10. Integration with OpenGov Cloud Solution

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

C. Project Understanding and Approach

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

City of American Canyon
Request for Proposal (RFP)
Water Treatment Plant SCADA Upgrade Project

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

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

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

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

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

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

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

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

D. Telstar Scope of Work: SCADA Integration

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

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

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

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

Additions:

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

Deliverables:

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

Workshops:

- No workshops are required for this task.

2. Alarm Management System

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

- Conducting a workshop with City staff to define alarm categorization and escalation procedures.

- Reviewing methods for after-hours alarm notification (e.g., VOIP, email, SMS).
- Documenting all alarm management decisions.

Deliverables:

- Meeting minutes summarizing the workshop outcomes.

Workshops:

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

3. Servers and Computers

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

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

Deliverables:

- None required for this task.

Workshops:

- None required for this task.

4. HMI Application Development & Implementation and Testing

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

- Conduct a workshop to discuss screen navigation, security, trends, color schemes, and levels of screens.
- Prepare an Ignition Tag database for all the I/O in the system.
- Existing signals from both the Tesco and Zenon PLCs will be incorporated into the new Ignition SCADA. We will need the administrative password to the Zenon PLC if any additional signals

City of American Canyon
Request for Proposal (RFP)
Water Treatment Plant SCADA Upgrade Project

need to be integrated. Existing signals from both the membrane and conventional plant will be incorporated into the new Ignition SCADA

- Develop overview screens and process-specific screens for various Plant components.
- Implement faceplates where applicable.
- Configure drivers to enable communication with legacy PLCs and remote sites.
- Establish robust alarm management in compliance with ISA 18.2 standards from the previous workshop.
- Conduct a comprehensive SCADA system test with City staff, ensuring minimal plant disruptions including:
 - Functional test of SCADA applications.
 - Alarm and event notification validation.
 - Communication integrity between PLCs and SCADA.
- Perform final acceptance testing with City operators.

Deliverables:

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

Workshops:

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

Note:

- Telstar is aware that the Oat Hill Pump Station and Via Bellagio Pump Stations are not currently part of the existing SCADA system. During the site assessment visit, we will explore integration options and provide a cost estimate for the necessary radio system to enable communication with the new Ignition SCADA system. Incorporation of these pump stations is not currently included in Telstar's scope of services.

- Additionally, during the site assessment, if Telstar identifies any station or control panel not communicating with the existing SCADA network, Telstar will propose communication integration options and provide a cost estimate. Communication improvements are not currently included in Telstar's scope of services.

5. Operator Training

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

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

Deliverables:

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

6. Cyber Security

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

7. Reporting System

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

8. Post Installation SCADA Support

- Telstar includes 40 hours of as-needed onsite support within 3 months of project completion.

9. Warranty

Post-Installation Support and Warranty Policy

Telstar is committed to delivering not only quality workmanship and system reliability but also dependable support long after project completion. As part of our commitment to customer satisfaction and long-term performance, we provide a comprehensive one-year warranty on materials and labor supplied by Telstar, as well as responsive post-installation service.

Warranty Coverage

Telstar's standard one-year warranty covers:

- Defects in workmanship and materials used in the installation, programming, and integration of the project.

City of American Canyon
Request for Proposal (RFP)
Water Treatment Plant SCADA Upgrade Project

- Corrective action, including the repair or replacement of any faulty components or workmanship found to be defective within the warranty period.
- Associated labor and support services necessary to complete warranty-covered repairs or replacements.
- Restoration of adjacent work that may be displaced or damaged during warranty-related repairs.

Warranty Duration

This warranty is valid for one (1) year from the date of Ready for Service (RFS) acceptance of the facility.

What Is Not Covered

This warranty does not cover:

- Normal wear and tear resulting from standard usage.
- Damage due to abuse, neglect, misuse, vandalism, or unauthorized modification of installed systems.
- Damage resulting from natural disasters or Acts of God, including but not limited to floods, earthquakes, lightning, or fire.
- Deficiencies caused by third-party equipment not supplied or installed by Telstar.
- Operational failures due to improper maintenance by others or non-compliance with Telstar's recommendations.
- Out-of-scope programming changes that alter the operation of the system or are customer preferences. These changes can be implemented outside of the warranty, and will be charged on a time and materials basis.

How to Obtain Warranty Service

If a defect or issue covered by this warranty arises, the customer must:

1. Notify Telstar in writing or over the phone within the warranty period.
2. Provide details of the problem, including relevant documentation, photos, or logs if available.
3. Allow reasonable access for Telstar personnel to inspect and perform repairs as needed.

Service requests can be submitted through Telstar's service department via phone or email. Upon verification that the issue falls under warranty, Telstar will coordinate and execute the necessary corrective actions in a timely manner.

Compliance with State Law

City of American Canyon
Request for Proposal (RFP)
Water Treatment Plant SCADA Upgrade Project



Completed Control Panel at Ettie Street Pump Station

The SCADA network provides communication between the SCADA server computers, historian computers, workstation computers, ancillary SCADA equipment, network switches, network external access firewall, remote mobile devices, and the 5 GHz high-speed network radio system. The PAC network provides communication between the SCADA server computers and the main PACs at each pump station facility. Where PACs include separate remote I/O racks, Telstar provided a fault tolerant ring configuration network (Device Level Ring). Some larger stations have a RIO network that includes a managed network switch for communication between the main PACs, local operator interface terminals (OITs), engine control PACs, weather stations, fuel monitors, power monitors, soft starters, variable frequency drives, and any other process control and monitoring equipment installed at the remote storm water pump stations that have an Ethernet interface.

Telemetry Specialist Paul Berson engineered and designed the radio network path, specifying all radio equipment, antennae, and masts, and coordinated and oversaw telemetry installation, orientation, and verified acceptable communication, optimizing data delivery between each pump station, the repeater sites, and the SCADA Servers at Alameda County headquarters. Control Systems Engineer James Harper oversaw the fabrication, testing, and consistent quality of control panels for all facilities throughout the project.

Electricians Glen Acosta, Dylan Newman, and Joseph Peterson executed timely shutdowns, demolition and modifications of existing control systems, installation, and construction and of new control system hardware. Programming Manager Suresh Patil hosted workshops with Alameda County operations and maintenance staff, developed the control system programming applications to implement the operational control descriptions for all systems, and maintained consistent quality of PAC, HMI, and SCADA programming throughout the project. Startup and testing engineers Brett Stickler and Erik Johnson executed effective control systems testing and timely facility startups following the shutdowns for installation and construction.

Project Title	Electrical, Instrumentation, and SCADA Services
Owner	Town of Windsor
Address	8400 Windsor Road ste. 100 Windsor, CA 95492
Contact Person	David Ernst, Wastewater Superintendent
Contact Information	(707) 838-5328, dernst@townofwindsor.com

City of American Canyon
Request for Proposal (RFP)
Water Treatment Plant SCADA Upgrade Project

Contract Dates	June 2022 - June 2027
Relevance	SCADA
Contract Value	\$50,000.00

Telstar was recently awarded a master professional services agreement for Electrical, Instrumentation and SCADA services with the Town of Windsor. Under this agreement, Telstar performs maintenance for the Town’s electrical, instrumentation and SCADA systems for their water and wastewater treatment facilities and pumping stations. Telstar is in the process of upgrading the Town’s SCADA system hardware and software for the wastewater treatment plant (WWTP). For this upgrade, Telstar is replacing the existing SCADA servers with new virtualized servers using VMWare. Telstar is replacing the existing obsolete Wonderware InTouch software with the latest version of Inductive Automation’s Ignition Pro SCADA software. Telstar is rewriting the SCADA application for the Ignition software, including preparation of new screens, historian database, alarms and reports. Once the application is complete, Telstar will startup and commission the new SCADA system and operate it in parallel with the existing Wonderware system for the test period.

Project Title	Modesto Wastewater Treatment Plant – Headwork Dryden and Influent Flume Improvement
Owner	City of Modesto
Address	1221 Sutter Ave, Modesto, CA 95351
Contact Person	Ben Koehler
Contact Information	(209) 577-6200; skoehler@modestogov.com
Contract Dates	August 7, 2018 — October 11, 2021
Relevance	SCADA Upgrade
Total Cost of Services	\$1,300,000.00

The Modesto WWTP Headworks Dryden and Influent project was an improvement project to update portions of the plant equipment and processes. The equipment included in the improvements was the replacement of 2 PLC control panels (PCM 1 & 2) and the MCC equipment for the Headworks and Pump Plant 3. Along with the equipment replacement, the existing SCADA programming for these systems was migrated from the proprietary HSQ SCADA and hardware to an Allen Bradley Control Logix PLC system and the plant Ignition system. Telstar was the systems Integrator on the project and provided the SCADA (Ignition and Control Logix PLC) programming and MCC equipment for the project.

City of American Canyon
Request for Proposal (RFP)
Water Treatment Plant SCADA Upgrade Project



City of Modesto Wastewater Treatment Plant

During the project the Ignition SCADA system was expanded to connect the Modesto Jennings Wastewater Plant. Redundant SCADA servers were added to each site. Operations have the ability to control both plants from each site. New Ignition reports and alarming programs were added to the system with redundant Historians.

- **Telstar staff:** Designed and coordinated the new MCC & PLC equipment, SCADA & PLC programming for the project. Hosted programming development meetings and assisted in field testing and operator training.
- Prepared the Equipment panel construction & testing documentation and panel drawings. Conducted site loop testing and operator training.
- Oversaw the development, Developed the Ignition SCADA system, and programmed the PLC.
- Executed effective control systems testing and timely facility startups following the shutdowns for installation and construction. Hosted facility training and system handover with owner operations and maintenance staff following startup.

Project Title	Farmersville Wastewater Treatment Facility Expansion and Upgrade – Instrumentation
Owner	City of Farmersville
Address	909 W. Visalia Road, Farmersville, CA 93223
Contact Person	Jeff Dowlen, Public Works Director
Contact Information	(559) 747-3330; Dpw@cityoffarmersville-ca.gov
Contract Dates	2019 – 2021
Relevance	Performed Electrical Construction & SCADA Design Build and Implementation
Contract Value	PRIME: \$2,950,000.00, E: \$2,049,427.00

The Project for the City of Farmersville consisted of constructing an influent pump station; headworks; mixing chamber; aeration basins; two secondary clarifiers; RAS/WAS pump station; scum pump station; operations building; WAS holding tank; digester tank; solids handling building with one gravity belt thickener; four sludge drying beds; standby power generator; water pipeline and storage tank; monitoring wells; site grading and paving; yard piping; electrical instrumentation and SCADA system.

City of American Canyon
Request for Proposal (RFP)
Water Treatment Plant SCADA Upgrade Project

City of Farmersville Wastewater Treatment Facility (District) contracted with Telstar through Clark Brothers for the SCADA and controls system expansion and upgrade for all PLCs, computer hardware, networking, and SCADA software. Working closely with District staff and city engineer, Telstar designed, built, installed, and commissioned the District's PLC-SCADA control system.

Telstar procured Allen Bradley redundant PLC components for the SCADA project and developed PLC control logic for the plant controls using Control Logix Studio 5000 version 30. Local HMI interface was developed with high performance ISA-101 standards graphics using Allen Bradley Panel View Plus hardware. Telstar configured redundant PLC and SCADA ethernet Ring network using AB and Cisco managed switches. This project involved multiple redundant PLC control units with other vendor panels communication network setup & SCADA Integration. Telstar designed a redundant SCADA hardware-software architecture with VMware ESXI using Ignition SCADA platform. Project was completed on time and within budget. **Suresh Patil** managed this project and Telstar staff performed all programming and SCADA support.

J. Business License

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

BUSINESS LICENSE CERTIFICATE

Licensed business to be conducted in conformity with and subject to the provisions of the ordinances of the City of American Canyon and the laws of the State of California. **Not valid unless certified for the full amount of the license.**

BUSINESS NAME: Telstar Instruments
BUSINESS LOCATION: 4017 VISTA PARK CT
SACRAMENTO, CA 95834-1966
BUSINESS OWNER(s): Robert S Marston
John Gardiner

TELSTAR INSTRUMENTS
4017 VISTA PARK CT
SACRAMENTO, CA 95834-1966

CITY OF AMERICAN CANYON

4381 Broadway, Ste. 201, American Canyon, CA 94503
Finance Department - (707) 647-4354

Business Classification: Electrical, Instrumentation, Contr

Total Fee: \$ 71.00

Special Conditions:

Business License Number: 04156

Effective Date: January 01, 2025

Expiration Date: December 31, 2025

Cristina Hernandez

Signature

Business License Coordinator

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to : <https://www.dca.ca.gov/publications/>

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE

SURESH PATIL
PROGRAMMING MANAGER



Scope of Experience: 22 years, 17 with Telstar Instruments
Areas of Expertise: PLC and SCADA programming
Networking and Virtualization

SUMMARY OF QUALIFICATIONS

Suresh provides a full range of engineering services to SCADA clients including design, engineering of systems, installation, start-up implementation, in addition to training customers and performing on-going preventative maintenance of installed systems. Suresh implements projects for industrial clients using PLC systems and instruments, VFD and MCC applications. His expertise has been instrumental on both large-scale water/wastewater and industrial projects, and Suresh works under as-needed service contracts to resolve every-day programming issues and fixes.

Programming competencies include:

- SCADA: Wonderware, RSView 32, FactoryTalk SE, IFIX, Clear SCADA, and Cimplicity
- PLC: Allen Bradley, Schneider-Modicon, Siemens, GE Fanuc, DirectLogic, SCADAPack, and Automation Direct
- PLC Software: RSLogix 5, 500, 5000, ProWorx32, Concept, Unity, Direct Soft, Telespace, Proficy ME, Indralogic, and Codesys
- Operator Interface Terminals: Panel Builder 32, FactoryTalk ME, Vijeo Designer, Protool, C-more, and Proficy ME

HARDWARE AND SOFTWARE EXPERIENCE

Certifications:

- Rockwell RSLogix 5000 and Rockwell PlantPAX
- Wonderware System Platform, Application Server, InTouch, Historian Inductive Automation Ignition

Software:

- PLC: RSlogix5/500/5000, Studio 5000; HMI and SCADA: Wonderware System Platform, InTouch, and Historian, PlantPAX, FactoryTalk View SE and ME, RSView 32, PanelBuilder 32; Rockwell Historian including redundancy and clustering. Classic RSView and FTView trends; Other: Integrated Architecture Builder, Architect, DriveTools. Virtualization of distributed SCADA applications with Wonderware, FactoryTalk View SE and PlantPAX, VMware ESXI, Active Directory domain control, redundant applications for SCADA/HMI visualization.

Communication:

- DNP3 protocol, ethernet IP/CIP, ControlNet, DeviceNet, DH485, RS232 and RS485 serial ethernet, and serial radio communication
- Processor communications including serial/ethernet messaging and produce/consume relationships Stratix and other managed switches
- Radio communication including GE MDS, Teledesign, and Schneider Trio radios.

Hardware:

- Processors: PLC5, SLC, MicroLogix, CompactLogix, ControlLogix
- Processor and communication channel redundancy
- Input and output modules: digital (solid state and relay), analog voltage and current, RTX/thermocouple, HART-Analog, third-party Prosoft for Modbus, etc.

RELATED PROJECT EXPERIENCE

Suresh manages a team of 18 SCADA and PLC engineers/programmers working on 30+ critical infrastructure projects. He spearheads the development of systems specifically designed for the water/wastewater industry. His programming department includes networking and telemetry; PLC programming; Project Management; SCADA development; service and support; system architecture. Suresh provides remote PLC/SCADA support for our clients utilizing remote access to their system. He analyzes and interprets existing programs and documentation for project modifications and develops standards for programming practices and procedures.

Alameda County Flood Control & Water Conservation District – SCADA & PLC Replacement

- Suresh designed and performed the SCADA and PLC programming for a new SWTP.

This \$9.3M project involves many different complex sites and stakeholders and is a SCADA conversion project using Inductive Automation's Ignition software. Telstar is currently performing this large SCADA System Upgrade Project for the Alameda County Flood Control & Water Conservation District. The project involves replacement of the proprietary HSQ hardware and software at 23 large storm water pump stations throughout the County, in Oakland, San Leandro, Hayward, Union City, and Sunol. Upgrades include installation of Process Automation Controllers (PACs), SCADA Servers, Human Machine Interface (HMI) workstations, portable computer workstations, network equipment, radio communications, and other ancillary equipment. Approximately 42 Schneider Modicon M340 and M580 PLCs are installed as part of this project. Inductive Automation's Ignition SCADA software will replace the HSQ SCADA system. Ignition modules including Visualization, Enterprise, Historian using MySQL, Alarm and Notification, and Reporting were configured and programmed as part of this project. Data from the Ignition Historian was pushed to NEXGEN asset management software using SQL transaction manager to create workorders for preventative maintenance. Kepware OPC server was also utilized.

Suresh hosted preliminary SCADA design review meetings and workshops with Alameda County operations and maintenance staff, developed the control system programming applications to implement the operational control descriptions for all systems and maintained consistent quality of PAC, HMI and SCADA programming throughout the project.

City of Lodi, New Surface Water Treatment Plant (SWTP) and Remote Stations, Lodi, CA

- Suresh designed and performed the SCADA and PLC programming for a new SWTP with 51 remote stations, including 27 water wells, 12 stormwater pumps, and 12 sewer lift stations. New control panels using Allen Bradley PLCs were constructed, tested and installed. The new SCADA system utilized Wonderware InTouch and Historian. Suresh continues to provide PLC and SCADA maintenance for the systems in Lodi.

North Bay Regional Water Treatment Plant (NBRWTP), SCADA Upgrade, City of Fairfield, Fairfield, CA

- Suresh performed a major SCADA upgrade for the NBRWTP, converting existing Allen Bradley PLC-5 code to ControlLogix and iFIX SCADA to Rockwell FactoryTalk. The PLC and SCADA systems utilized Rockwell PlantPAx standards and was certified by Rockwell after completion. All PLC control panels at the NBRWTP were replaced as part of this upgrade project.

EDUCATION

- Bachelor of Engineering – Instrumentation and Controls



JOHN HARVEY
PLC/SCADA Programmer

Scope of Experience: 8 years with Telstar Instruments
Areas of Expertise: PLC, HMI and SCADA Programming; Instruments, PLC and SCADA troubleshooting

SUMMARY OF QUALIFICATIONS

As a PLC and SCADA programmer, John is responsible for implementation of programming projects within the Northern California and Western Reno region for water, wastewater, food, beverage, and industrial customers. John's expertise spans a wide variety of SCADA and PLC platforms and instruments.

HARDWARE AND SOFTWARE EXPERTISE

- **Certifications:** Rockwell RSLogix 5000; Wonderware InTouch, Historian
- **Software:**
 - SCADA: Wonderware, FactorytalkViewSE, Ignition!, iFix
 - PLC: RSlogix5/500/5000, Studio5000, Concept , UnityPro , DirectLOGIC
 - HMI: FactorytalkViewME, RSview32, PanelBuilder32, EZBuilder, C-More, Magelis
 - Historian: Wonderware Historian, FactorytalkView Historian
 - Other: VMware, and Directlogic.
- **Communication:** EthernetIP/CIP, DH485, RS232 and RS485 serial ethernet and serial radio communication. Processor communications including serial/ethernet messaging and produce/consume relationships. Stratix and other managed switches.
- **Hardware Processors:** MicroLogix, CompactLogix, ControlLogix

RELATED PROJECT EXPERIENCE

City of Manteca, Wastewater Treatment Plant Digester Upgrade Project – Manteca, CA

- John was responsible for the creation of SCADA screens linked and tested for Manteca's digester upgrade addition, as was as the creation of screens and PLC programming for the fire detection and gas detection including audible alarms for the new boiler room at Manteca.

Aqua Metals, Lead Recovery System Expansion Project – McCarran, NV

- John created one-button auto start function for the entire battery breaking system and commissioned and fixed wiring issues with Aqua Metals Proprietary lead recovery system, as well as a number of customer trouble shooting problems with their PLCs and SCADA system.

Safety Kleen, Process Improvements and Replacement of Pesco System – Fallon, NV

- John programmed new PID loops and modified existing PID loops to match the new equipment that was installed in place of the old Pesco system. He updated SCADA screens to match the upgraded instruments and units being installed.

Veterans Home of California, California Department of Veterans Affairs, Booster Pump Station Upgrades and Water Treatment Plant Improvements – Yountville, CA

- John installed and programmed a new Allen Bradley PLC to control operations of two new booster pumps for the water system, allowing for radio communications with the existing GE IFIX SCADA system. He also programmed new screens on the IFIX SCADA to incorporate and control the remote booster pump station from the water treatment plant site, where he also provided fixes to audible alarms on their SCADA system that were not showing up on their SCADA screens. John fixed scaling issues on their PLCs and added additional Historian trends and implemented requested improvements and upgrades to their PLC/SCADA system.

JESSICA MOORE
PLC/HMI Programmer

Scope of Experience: 8 Years, 4 with Telstar
Areas of Expertise: PLC/HMI Programming, Network Design, Full-Stack Development

SUMMARY OF QUALIFICATIONS

As a programmer with a varied industrial background, Jessica's experience includes project scope planning, document preparation, project electrical drawings, identification of software/hardware requirements for fulfillment, installation, configuration and programming of PLC, HMI and networking hardware, panels, and attendant hardware/software for both field controls and remote automation.

PLC/HMI PROGRAMMING PLATFORMS-

- AutomationDirect | DirectSOFT, Productivity Suite, CLICK, C-More
- Rockwell Automation | RSLogix 5/500/5000/Studio, FTView Studio ME, CCW
- Red Lion | Crimson 3.0/3.1/3.2
- Schneider Electric | ControlExpert, RemoteConnect, Telepace, Vijeo, ProWORX NxT/32
- Emerson | ROCLink, DS800, Surface Control, Cause & Effect
- Siemens | TIA Portal
- IDEC | WindIO, AutomationOrganizer
- Horner | CScape
- ABB | PCCU, WinCCU

RELATED PROJECT EXPERIENCE

Pump Station Retrofit, Santa Cruz Sanitation District – Santa Cruz, Calif.

- Performed PLC and HMI programming services to replace existing Allen-Bradley MicroLogix and PanelView devices with new CompactLogix and PanelView at multiple pump stations.
- Coordinated with SCADA developer to update tags, reporting and controls across the network.

Tesla Motors, Fremont, CA

- Ongoing: Consulting on and reprogramming various industrial process equipment controls based on Tesla's needs. Details are covered by NDA.

City of Pyote Municipal Water Storage Project – Pyote, Texas

- Consulted on replacement of dilapidated water tower with above-ground, well-fed water storage tank and pumps. Automated inflow, outflow, chlorine injection and alarming.
- Directly integrated with third-party well pump controls to dynamically control pump calls based on tank level and pump statuses. PLC controls 4-well field for inflow, 2 VFDs for outflow pumping to elevated storage tanks, plus control, monitoring and alarming of chlorine injector.

Membrane Drip Train Experimental Skid Recommission, Alameda County Water District – Newark, Calif.

- Consulted on customer needs to bring an old skid designed to test permeability conditions of R.O. membranes back to full operation.
- Developed new program documentation from live PLC program. Modified PLC and HMI programs per the customer needs, given that the controls had been modified several times by different parties. Corrected instrumentation configuration and scaling issues. Developed and executed logic test plan.
- Developed chemical injection formulas for the customer's use.

Collier Tunnel Ventilation System, CalTrans – Gasquit, Calif.

- Worked with customer and SCADA programmer to integrate controls and monitoring system for CO2 ventilation fans at a through-mountain tunnel using Siemens PLC.
- PLC monitors CO2 sensors to dynamically activate ventilation fans, while monitoring and reporting power issues and alarm statuses to SCADA.
- Includes complex failover logic and timing, as well as communications to multiple Modbus-RTU devices.

Ward County Well Field Upgrades, Colorado River Municipal Water District – Big Spring, Texas

- Rewrote PLC and HMI programs at satellite well field control center away from using a cycle poll of each well RTU to accepting report-by-exception changes and sending on-demand commands. Replaced approximately 40 well PLCs. Moved from Schneider Momentum to Automation Direct CLICK microbrick PLCs in order to both harden against and save replacement costs in the face of frequent lightning strikes.
- Migrated entire West system from Modbus-ASCII over serial radios to using Modbus TCP, significantly increasing communication speed and reliability. Integrated back with the SCADA/MCC PLCs using Modbus serial-ethernet gateways.
- Implemented wireless security across unified wireless/ethernet network. Previous patchwork wireless jumps had porous security.

QUESTIONNAIRE AND FINANCIAL ASSURANCE STATEMENT

The following statements as to experience and financial qualifications of the Bidder are submitted in conjunction with the proposal as a part thereof and the truthfulness and accuracy of the information is guaranteed by the Bidder.

The Bidder has been engaged in the contracting business under the present business for 43 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 43 years.

The Bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to contractor, except as follows:

N/A

List all claims and lawsuits presented or filed in the last five (5) years, regardless of the form, regarding any public works project:

N/A

The following contracts for work have been completed in the last three (3) years for the persons, firm or authority indicated and to whom reference is made:

<u>Year</u>	<u>Type of Work – Size, Length and Contract Amount</u>	<u>Location and for Whom Performed</u>
<u>2025</u>	<u>Large, 6, and \$8,000,000</u>	<u>Hayward, CA - Alameda Co FCWCD</u>
<u>2025</u>	<u>Large, 1, and \$1,600,000</u>	<u>Manteca, CA - City of Manteca</u>
<u>2024</u>	<u>Large, 3, and \$1,355,332</u>	<u>Auburn, CA - City of Auburn</u>
<u>2024</u>	<u>Large, 1, and \$1,600,000</u>	<u>Bay Point, CA - GSWC</u>

The following complaint(s) have been made against the Bidder's contractor's license within the past ten (10) years:

Date: 06/24/2025 Nature of Complaint: N/A
N/A

Reference is hereby made to the following bank(s) as to the financial responsibility of the bidder:

Name of Bank	Address
<u>Heritage Bank of Commerce - 387 Diablo Road, Danville, CA 94526</u>	

Reference is hereby made to the following surety companies as to the financial responsibility and general reliability of the bidder;

Name of Surety Company:
Nationwide

I, the undersigned, declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.



Signature of Bidder

06/24/2025
Date

Telstar Instruments

Name of Bidder

Noncollusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY of American Canyon
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



Signature

06/24/2025

Date

EXECUTIVE ORDER N-6-22 COMPLIANCE CERTIFICATION

The Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to Executive Order N-6-22 is true and correct:

- The Contractor is in compliance with economic sanctions imposed by the U.S. Government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

Signature:  _____

Printed Name: **Kyle A. Johnsen** _____

Title: **Vice President** _____

Firm Name: **Telstar Instruments** _____

Date: **06/24/2025** _____

Note: In accordance with Public Contract Code, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: _____



Printed Name: _____

Kyle A. Johnsen

Title: _____

Vice President

Firm Name: _____

Telstar Instruments

Date: _____

06/24/2025

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years



TITLE

Water Bottle Filing Stations

RECOMMENDATION

Adopt a resolution increasing the Fiscal Year 2025/26 Public Works Solid Waste Budget in the amount of \$200,000 for the installation of water bottle refill stations and the purchase of a portable hydration station.

CONTACT

Erica Ahmann Smithies, P.E., Public Works Director
Norm Woods, Assistant Public Works Director

Pam Phillips, Environmental Services Manager

BACKGROUND & ANALYSIS

In June 2023 the City was awarded a CalRecycle Beverage Container Recycling Grant in the amount of \$275,000. The funds are for the purchase and installation of outdoor bottle refill stations and outdoor recycling containers for 11 City park facilities and the purchase of a portable hydration station.

Since the award, staff has completed a field assessment on the number of water fountains to be replaced with bottle refill stations and the number of recycling containers to purchase. Vendors have also been selected to purchase the stations, containers and portable hydration station.

During the course of the project, it was discovered that the grant funding had not been included in the adopted Fiscal Year 2024/25 budget therefore a budget adjustment was needed to ensure timely completion of the project. City Council adopted a resolution to increase the Fiscal Year 2024/25 budget at the May 6, 2025 City Council Meeting. The bottle refill stations and recycling receptacles were procured, however, staff was unable to procure the portable hydration station or schedule the installation of the outdoor bottle refill station prior to the fiscal year ending and thus

did not have it budgeted in the Fiscal Year 2025/26 budget.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

The grant funding and anticipated expenditures were not included in the approved Fiscal Year 2025/26 Public Works Solid Waste budget therefore an increase is needed to the following accounts for a total amount of \$200,000:

Fund	Description	Budget Amount
100-50-545-42160	Grant Administration and Installation of Bottle Refill Stations	\$80,000
100-50-545-42420	Public Outreach and Signage	\$10,000
100-50-545-46130	Purchase of portable hydration station and water refill station for Phillip West Aquatic Center	\$110,000

The equipment purchases, installation costs and staff time to administer the grant are eligible for grant reimbursement. Funds will be reimbursed by CalRecycle upon completion of the work.

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.

COMMUNICATION

Level 1 "Minimal Communication"

Project completion in future City Manager Updates.

ATTACHMENTS:

- [1. Resolution - Solid Waste Budget](#)

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON ADOPTING A RESOLUTION TO INCREASE THE SOLID WASTE BUDGET TO \$200,000 FOR THE INSTALLATION OF WATER BOTTLE REFILL STATIONS AND THE PURCHASE OF A PORTABLE HYDRATION STATION

WHEREAS, in 2023 the City received a grant from CalRecycle for outdoor bottle refill stations, outdoor recycling containers and a hydration station; and

WHEREAS, the grant was not properly budgeted in the Fiscal Year 2025/26 solid waste budget; and

WHEREAS, after the purchase and installation, the funds will be reimbursed by CalRecycle.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby approves to increase the solid waste budget to \$200,000.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 5th day of August, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Pierre Washington, Mayor

ATTEST:

APPROVE AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney



TITLE

State Water Project Carryover Water Transfer

RECOMMENDATION

Adopt a Resolution authorizing the American Canyon Director of Public Works to agree to the attached draft term sheets with Kern County Water Agency (KCWA) of the Westside Districts for a total transfer of 1,075 AF of Carryover Water.

CONTACT

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

BACKGROUND & ANALYSIS

Background:

The City of American Canyon is a sub-contractor to the Napa County Flood Control and Water Conservation District (NCFCWCD) for the contract with the State of California for the water received from the State Water Project (SWP) via the North Bay Aqueduct. The terms of the agreement with NCFCWCD are specified in City Agreement No. 423, and subsequent Amendment No. 18, on April 5, 2022. The NCFCWCD is a member of the State Water Contractors Association, which is comprised of the 29 contractors for State Water Project water.

The City of American Canyon has invested in SWP Water Supplies since June 15, 1992, when it purchased its original entitlements for the State Water Project known as Table A water. The City of American Canyon has 5,200 Acre-Feet (AF) of annual Table A SWP Entitlements. Each calendar year the California Department of Water Resources (DWR) assesses the reservoir levels, snowpack, and overall state of the water supply in the SWP system and establishes a percent allocation of Table A entitlements each calendar year that can be delivered.

In select years, if the City does not consume all its Table A entitlements, and San Luis Reservoir does not spill, the unused water is reclassified as Article 56 water (c), or carryover water, which can be used the following calendar years. Carryover is additive year over year if Table A, South of Delta entitlement is not consumed by American Canyon has a yearly maximum of 50 percent of the Table A allocation. If San Luis Reservoir spills, there is a formula to which carryover is depleted. However,

historically Article 56 (c) stored water has been lost in its entirety during a spill event, and all carryover water is lost.

Analysis:

In 2023, the State Water Project (SWP) allocation for North of Delta contractors was 100%, which allowed the City of American Canyon to receive its full Table A allocation of 5,200 acre-feet (AF) and carry over 2,600 AF (50% of Table A maximum) into 2024. In 2024, the SWP allocation for North of Delta contractors is 65%, providing American Canyon with a Table A allocation of 3,380 AF. For 2025 the SWP allocation for North of Delta contractors is 70%, providing American Canyon with a Table A allocation of 3,853 AF.

Under the water exchange formula with South of Delta (SOD) contractors, 50% of the total SWP allocation (1,300 AF) is available for transfer. After subtracting American Canyon's 2025 Table A use, this will impact the amount of carryover water available in 2026. Staff projects that 1,075 AF of unused Table A water in 2025 will carry over but will be lost in 2026. Regardless of whether the water is sold or not, the City will still receive 1,300 AF in 2026, as carryover is capped at 50% of the Table A allocation. Fortunately, due to high allocations in water year 2023 (100%) and 2024 (65%) it is projected that with the sale of 1,075 AF over 4,303 AF of carryover will be available at the end of 2025.

DWR controls water levels in San Luis Reservoir by pumping water out of the San Joaquin-Sacramento River Delta, upstream from O'Neill Forebay. DWR has changed operations to pump water to the San Luis Reservoir this fall, ahead of the winter rains, in part to maintain operational flexibility to move water to southern California SWP contractors without pumping at Banks Pumping Plant which has been subject to restrictions in recent years based on biological monitoring in the San Joaquin-Sacramento River delta during winter months. This operational change increases the likelihood of San Luis Reservoir spilling and subsequent loss of the City's stored carryover water. As part of operational changes, DWR is also allowing for the sale of water amongst SWP contractors. Westside Districts consist of Dudley Ridge Water District and four member units of the Kern County Water Agency (KCWA). NCFCWCD has found Kern County Water Agency (KCWA) who are currently interested in a water transfer totaling 1,075 AF of American Canyon's carryover water. KCWA will pay American Canyon for the water transfer separately at \$375/AF respectively.

NCFCWCD has created the attached draft term sheets for the two agencies to transfer water between agencies. NCFCWC draft term sheets include transfer of water from all three sub-contractors (City of Napa, City of American Canyon, and City of Calistoga) with the total exchange being: 6,000 AF to KCWA. American Canyon would transfer subject to the attached term sheets and the California Department of Water Resources (DWR) water transfer criteria, if draft term sheets are adopted by all agencies.

American Canyon will be able to reliably meet normal annual demands of approximately 2,500 AF over the next two years while making normal withdrawals from Carryover 4,303 AF, Permit Water

delivered to Cordelia Forebay 500 AF, and assuming SWP Table-A allocations are only 15% allocation levels 780 AF.

The SWP supply has the following additional water sources:

- Article 21 water that has averaged about 100 AF over the last four years for American Canyon
- Dry Year Transfer and Yuba Accord water purchases, as available
- Advanced Table A water of 5,200 AF for American Canyon

In addition, if there is a severe drought, staff will be requesting the Council adopt additional mandatory conservation stages that typically reduce demand by another 10% to 20%.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

There is no financial cost but only revenue potential. The amount of projected carryover water that will be lost in 2025 is 1,075 AF, however, if it is all transferred the revenue would be approximately \$403,000 and go into Account No. 510-80-810-36391 (North Bay Aqueduct). NCFCWCD has only identified one interested agency from the SOD: KCWA, Westside Districts.

ENVIRONMENTAL REVIEW

This action is exempt from CEQA (Section 15301) in accordance with the Notice of Exemption filed by the Napa County Flood Control Water Conservation District.

COMMUNICATION

Level 0: No Further Public Communication Needed

ATTACHMENTS:

1. [Resolution State Water Project Carryover Transfer](#)
2. [Term Sheets for Water Transfer Westside Districts](#)

RESOLUTION NO. 2025-

A RESOLUTION AUTHORIZING THE AMERICAN CANYON DIRECTOR OF PUBLIC WORKS TO AGREE TO THE ATTACHED DRAFT TERM SHEETS WITH KERN COUNTY WATER AGENCY (KCWA) OF THE WESTSIDE DISTRICTS FOR A TOTAL TRANSFER OF 1,075 AF OF CARRYOVER WATER

WHEREAS, the City of American Canyon is a sub-contractor to the Napa County Flood Control and Water Conservation District (NCFWCWD) for the contract with the State of California for the water received from the State Water Project (SWP) via the North Bay Aqueduct; and

WHEREAS, the City of American Canyon, terms of the agreement with NCFWCWD are specified in City Agreement No. 423, and subsequent Amendment No. 18, on April 5, 2022, when it purchased its original entitlements of the State Water Project know as Table A water; and

WHEREAS, the City of American Canyon has 5,200 Acre-Feet (AF) of annual Table A SWP Entitlements that each calendar year are allocated by the California Department of Water Resources (DWR) based on reservoir levels, snowpack, and overall state of the water supply in the SWP system and establishes a percent allocation of Table A entitlements that will be delivered; and

WHEREAS, in select years, if the city does not consume all its Table A entitlements, and San Luis Reservoir does not spill, the unused water is reclassified as Article 56 water, or carryover water, that can be used the following calendar year; and

WHEREAS, if San Luis Reservoir spills, all carryover water is lost; and

WHEREAS, American Canyon is projected to have 1,075 AF of carryover in 2026 and DWR has changed operations to pump water to the San Luis Reservoir this fall, ahead of the winter rains, in part to maintain operational flexibility to move water to southern California SWP contractors. This operational change increases the likelihood of San Luis Reservoir spilling and subsequent loss of the City's stored carryover water, meaning American Canyon will lose the projected 1,075 AF of Carryover Water; and

WHEREAS, NCFWCWD has identified one agency who are currently interested in a water transfer totaling 1,075 AF of American Canyon's carryover water. Kern County Water Agency (KCWA will pay American Canyon for the water transfer separately at \$375/AF respectively; and

WHEREAS, staff would like the ability to transfer this water since this may be a last-minute opportunity, right before San Luis Reservoir spills to at least get some revenue before the water is lost; and

WHEREAS, there is no financial cost and only the potential of approximately \$403,000 in revenue that would go into Account No. 510-80-810-43320 (North Bay Aqueduct); and

WHEREAS, this action is exempt from CEQA (Section 15301) in accordance with the Notice of Exemption filed by the Napa County Flood Control Water Conservation District.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby authorizes the City of American Canyon, Director of Public Works to agree to attached draft term sheets with KCWA totaling a sale of 1,075 AF of American Canyon's Carryover Water.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 5th day of August, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Pierre Washington, Mayor

ATTEST:

APPROVE AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney

TERM SHEET FOR WATER PURCHASE BETWEEN NAPA¹ AND THE WESTSIDE DISTRICTS²

- 1. General:** Napa shall make available for transfer up to 6,000 acre-feet of its SWP Article 56 Carryover Water (Transfer Water) to the Westside Districts, subject to the terms and conditions of this Term Sheet and the California Department of Water Resources water transfer criteria.
- 2. Term:** This Term Sheet shall become effective on July 21, 2025 or the nearest time after that date that the Department of Water Resources (DWR) approves the transfer contemplated herein and shall terminate as soon as the transfer is completed but no later than on December 31, 2025.
- 3. Conveyance to Westside Districts:**
 - a. The Point of Transfer shall be San Luis Reservoir, and the Transfer will occur as soon as the agreement between Kern County Water Agency (KCWA), Napa, and DWR is executed. The Transfer will occur by means of a recalculation of Napa and the KCWA's respective Article 56 Carryover Water storage balances in San Luis Reservoir.
 - b. Napa shall be responsible for all charges associated with the conveyance of Transferred Water to the Point of Transfer. The Westside Districts shall be responsible for all charges associated with conveyance of the Transferred Water downstream from the Point of Transfer to the point of delivery.
 - c. Conveyance of Transferred Water is subject to any capacity limitations imposed by DWR. However, KCWA will use its best efforts to request water delivery to its service area when conveyance capacity is available.
 - d. Capacity for the delivery of Transferred Water to KCWA is on an "as available" basis, subject to higher priority deliveries of the Westside

¹ Napa County Flood Control and Water Conservation District

² Westside Districts consist of Dudley Ridge Water District and four member units of the Kern County Water Agency (Belridge Water Storage District, Berrenda Mesa Water District, Lost Hills Water District, and Wheeler Ridge – Maricopa Water Storage District). Dudley Ridge Water District is not a part of this Transfer.

Districts. Such higher priorities include SWP water (Table A, Article 21, Article 56 Carryover Water) & Local Supplies³ allocated to KCWA.

- e. The Westside Districts shall determine amongst themselves the allocation of the Transferred Water. Water transferred under this Term Sheet can be requested and scheduled in multiple blocks and throughout the Term, subject to available water volumes as per section 3(d).

4. Payment:

- a. The Westside Districts shall pay Napa \$375 per AF for all Transferred Water provided to the Point of Transfer by Napa.

It should be noted that this Term Sheet identifies the *maximum amount* of SWP water that may be transferred by Napa to the Westside Districts. Actual delivery of Transferred Water by DWR to KCWA, however, may vary due to those conditions set forth in sections 3(b), 3(c), and 3(d).

The Westside Districts and Napa make no guarantees that any or all the Transferred Water will be requested for delivery or made available for Transfer. The Westside Districts shall not be responsible for any amount of SWP water not requested for delivery to the Point of Transfer.

- b. Once the final volume of Transferred Water is known and reconciled by the parties, Napa shall invoice the Westside Districts for the reconciled amount of Transferred Water that was delivered to the Point of Transfer by Napa. All Napa invoices shall be due and payable within 45 days of receipt. Napa shall send all invoices to the following address in electronic format:

Wheeler Ridge- Maricopa Water Storage District
Eric McDaris
emcdaris@wrmwsd.com

Cc: Jamie Marquez – Westside Water Authority
jmarquez@westsidewa.org

³ Kern River Water, KCWA Member Unit Table A

5. Approvals:

- a. The Westside Districts through KCWA and Napa shall work together to obtain approval for the transfer contemplated herein from DWR. As Napa water is to be transferred, the request to DWR shall come from Napa after coordination with KCWA.
- b. Napa and the Westside Districts anticipate that a Notice of Exemption will be required to comply with CEQA. The parties shall work together to obtain CEQA compliance.
- c. Napa and the Westside Districts shall be responsible for their own internal costs, transaction costs, and other costs (including conveyance and administration) associated with the transfer contemplated herein.

6. Complete Agreement

- a. This Term Sheet represents the complete agreement between the parties. No oral or written document or representation other than this Term Sheet represents the parties' intent in entering this agreement.
- b. The parties may, however, modify this Term Sheet with a written modification signed by both parties.

[Signature Page Follows]

7. Signatures

- a. The signatories below confirm that they have the authority to execute this Term Sheet on behalf of the agencies they represent and abide by this Term Sheet's conditions.



 Mark Gilkey
 Berrenda Mesa Water District

July 22, 2025

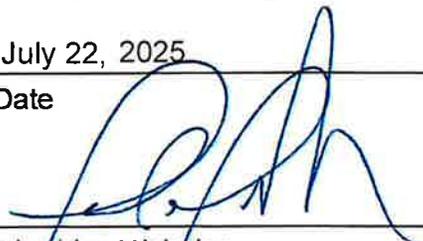
 Date



 Mark Gilkey
 Belridge Water Storage District

July 22, 2025

 Date



 Sheridan Nicholas
 Wheeler Ridge-Maricopa Water
 Storage District

July 22, 2025

 Date



 Christopher Silke, Engineering Manager
 Napa County FCWCD

July 21, 2022

 Date



 Mark Gilkey
 Lost Hills Water District

July 22, 2025

 Date



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.

COMMUNICATION

Level 0: No Further Public Communication Needed

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 5th day of August, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Pierre Washington, Mayor

ATTEST:

APPROVE AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney

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.

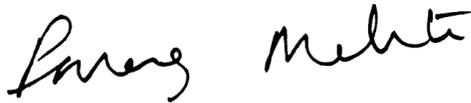
Our focus will be on traffic analysis, design of the new connection, and obtaining Caltrans approvals through their Design Engineering Evaluation Report (DEER) process. We will coordinate with City staff, NVTA, and Caltrans District 4.

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.

A handwritten signature in black ink that reads "Parag Mehta". The signature is written in a cursive, flowing style.

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.								TOTAL HOURS	TOTAL COST	
Name		Parag Mehta	Sherina Lam	Vignesh Swaminathan	Sr. Professional II	Professional	Professional	Analyst II	Analyst I			Project Support
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 Analysis 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
	<i>Location Map and Vicinity Map</i>			2			4		8		14	\$ 2,840
	<i>Environmental Documentation Confirmation</i>	4		4			16				24	\$ 6,360
	<i>Right of Way Data Sheet</i>			2			8				10	\$ 2,320
	<i>Design Standard Decision Document</i>	4	4	8	4		40		40		100	\$ 22,640
	<i>Traffic Documentation Preparation for DEER</i>				4		16	20			40	\$ 8,820
	<i>Transportation Management Plan</i>			2	4		8		16		30	\$ 6,620
	<i>Drainage Memo and Stormwater Data Report (short form)</i>	2		8		60	40		60	4	174	\$ 38,060
	<i>Initial Site Assessment (ISA)</i>			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