



## REGULAR CITY COUNCIL MEETING AGENDA

City Hall - Council Chambers  
4381 Broadway St., Suite 201, American Canyon  
**October 21, 2025**  
**6:30 PM**

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

---

---

**AMENDED AGENDA: This agenda has been amended to add Item 11. The Wall that Heals Recap.**

---

### 4:30 P.M. – CLOSED SESSION

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

CALL TO ORDER - CLOSED SESSION

ROLL CALL - CLOSED SESSION

### PUBLIC COMMENTS - CLOSED SESSION ITEMS

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

### MEETING RECESS - COUNCIL TO CONVENE IN CLOSED SESSION

### 4:30 P.M. CLOSED SESSION ITEMS

- 1. Conference with Legal Counsel – Anticipated Litigation. Authorized pursuant to Government Code Section 54956.9 (d)(2). One (1) Matter.**
- 2. Matters Relating to Public Employment: Public Employee Performance Evaluations (pursuant to Gov. Code section 54957)  
Positions: Jason Holley, City Manager**

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

CALL TO ORDER - OPEN SESSION

PLEDGE OF ALLEGIANCE

ROLL CALL - OPEN SESSION

## PROCLAMATIONS AND PRESENTATIONS

3. **Proclamation - October 2025 National Code Enforcement Appreciation Month**
4. **Presentation: Spirit Horse**
5. **Presentation: Manilla Munchies Event**
6. **Presentation: Diwali - The Festival of Lights**

## 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

7. **Minutes of October 7, 2025**  
**Recommendation:** Approve the minutes of the Regular City Council meeting held on October 7, 2025.
8. **Closed Session Report**  
**Recommendation:** Approve the Closed Session report for the meeting of October 7, 2025.

## PUBLIC HEARINGS

There are no public hearing items.

## BUSINESS

9. **Watson Ranch Specific Plan Implementation**  
**Recommendation:** Receive and file an update on the implementation of the Watson Ranch Specific Plan and consider adopting one or more Minute Orders approving the following:
  - 1) Notice of Intent to submit an application to the California Department of Alcohol Beverage Control for an "Entertainment Zone" at the Napa Valley Ruins and Gardens; and/or
  - 2) Notice of Intent to submit an application to the California Public Utilities Commission for a public road railroad crossing to access the Watson Ranch Specific Plan; and/or

3) Notice of Intent to submit an application with the California Department of Fish and Wildlife to create a Mitigation Bank for the Watson Ranch Specific Plan.

## MANAGEMENT AND STAFF ORAL REPORTS

10. [Community Development Code Enforcement Update](#)

11. [The Wall that Heals Recap](#)

## MAYOR/COUNCIL COMMENTS AND COMMITTEE REPORTS

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

12. [City Council Committee Report - Vice Mayor Mark Joseph](#)

13. [City Council Committee Report - Mayor Pierre Washington](#)

## FUTURE AGENDA ITEMS

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

## ADJOURNMENT

## CERTIFICATION

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

---

Taresa Geilfuss, CMC, City Clerk

---

## PUBLIC PARTICIPATION

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

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

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

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

**Written comments:** Submit written comments by the eComments link, located on the Meetings & Agendas page of our website. eComments are available to council members in real time. To allow for Council review of comments,

eComments will close at 3:00 pm on the day of the meeting.

The above identified measures exceed all legal requirements for participation in public comment, including those imposed by the Ralph M. Brown Act. For more information, please call the Office of the City Clerk at (707) 647-4369 or email [cityclerk@americancanyon.gov](mailto: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](http://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](mailto:cityclerk@americancanyon.gov). Include your name, address, phone number and brief description of the requested materials, as well as your preferred alternative format or auxiliary aid, at least three calendar days before the meeting.

# CITY OF AMERICAN CANYON PROCLAMATION



## **NATIONAL CODE COMPLIANCE APPRECIATION MONTH OCTOBER 2025**

**WHEREAS**, Code Enforcement Officers provide health, safety, and welfare across California by educating the public and, when necessary, enforcing local, state, and federal laws; and

**WHEREAS**, Code Enforcement Officers serve in challenging and demanding roles, often without recognition, while working to enhance residents' quality of life and support economic vitality for local businesses; and

**WHEREAS**, the field of Code Enforcement requires broad expertise in areas such as building, zoning, housing, animal control, environmental protection, public health, and life safety; and

**WHEREAS**, Code Enforcement Officers are trained and certified in Code Enforcement practices, the California Law Enforcement Telecommunications System, mediation, and conflict resolution; and

**WHEREAS**, Code Enforcement Officers provide critical support to homebound and vulnerable residents in need of assistance; and

**WHEREAS**, they collaborate closely with building officials, law enforcement, fire departments, and legal professionals to ensure community safety and compliance; and

**WHEREAS**, Code Enforcement Officers maintain a highly visible presence in the communities they serve, respectfully engaging with individuals to explain neighborhood preservation rules and regulations; and

**WHEREAS**, their duties often require working nights and weekends, sometimes in hazardous conditions, to protect the residents and businesses of American Canyon; and

**WHEREAS**, the American Association of Code Enforcement recognizes and honors Code Enforcement Officers and Professionals, raising awareness of the vital role they play in communities across the United States.

**NOW, THEREFORE**, I, Mayor Pierre Washington, on behalf of the City Council, do hereby proclaim October 2025 as National Code Compliance Appreciation Month, and express our appreciation for the dedication and service of our Code Enforcement Officers.

Dated: October 21, 2025

---

Pierre Washington, Mayor



SPIRITHORSE THERAPEUTIC RIDING CENTER OF  
FRANCISCO BAY AREA  
DBA  
SPIRITHORSE EQUINE ASSISTED SERVICES



## MILITARY PERSONNEL

Equine Assisted Learning  
& Equine Assisted Therapy

### Emotional Healing:

Interacting with horses helps process emotions, reduce symptoms of PTSD, and develop effective coping strategies.

### Physical Rehabilitation:

Activities like riding and groundwork aid in improving physical strength, balance, and coordination.

### Social Connection:

Group activities foster a sense of belonging, reducing feelings of isolation and promoting peer support.

### Stress Reduction:

The calming presence of horses and the serene outdoor setting contribute to reduced anxiety and improved mental well-being





# (H.E.Y.) HORSES EMPOWERing YOUTH PROGRAM

Horses Empowering Youth (HEY) Program is more than just a learning experience –it's a transformative journey that equips teens with the tools they need to thrive. By combining equine assisted learning, life skills training, and community engagement, HEY creates a pathway for youth to build confidence, resilience, and a meaningful connection to their community.

HEY addresses foundational skills essential for managing life's challenges and building a successful future:



# DIVERSE ABILITIES

Equine-Assisted Therapeutic Riding: Our classes harness the unique bond between humans and horses to promote growth, development, and healing for individuals of all ages and abilities. These sessions use horseback riding and ground-based interactions as therapeutic tools to support physical, emotional, and cognitive well-being. In each class, certified instructors work closely with participants to create tailored activities and riding experiences that align with their needs and goals.

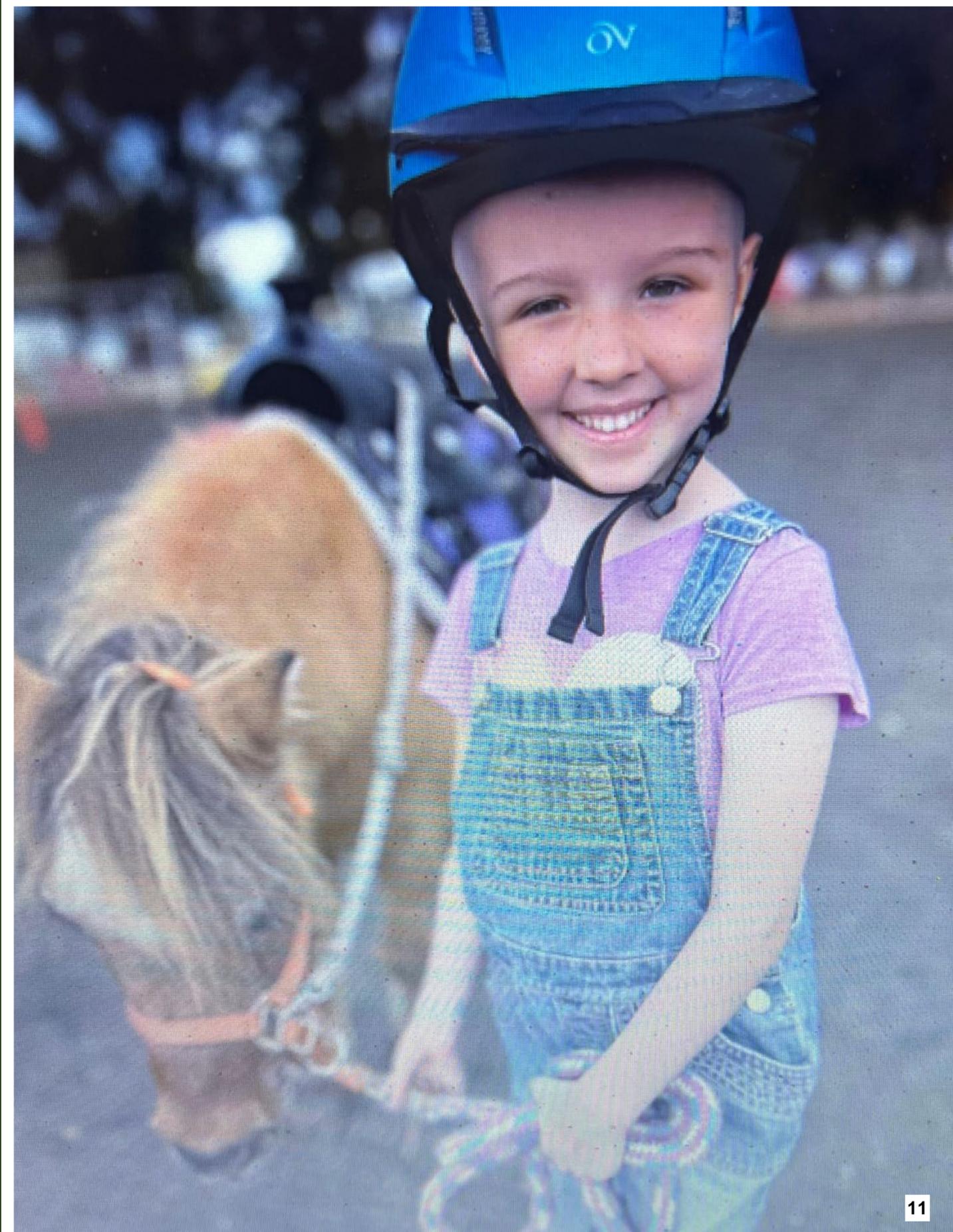


# DILLON'S DREAM

## A PLACE WITHOUT CANCER

### Camp for Children with Cancer

This special day camp was designed to provide children with cancer a unique opportunity to experience joy, connection, and healing in a supportive environment. Throughout the day, children engaged in hands-on activities with animals such as pigs, goats, and ponies, horses creating meaningful bonds that helped reduce stress and provide comfort. Volunteers, family members, and caregivers joined in to ensure a welcoming and inclusive atmosphere, making it a day of support, laughter, and healing. The camp offered not only a chance for the children to interact with the animals but also a space for connection and emotional well-being, making it a memorable experience for all involved.



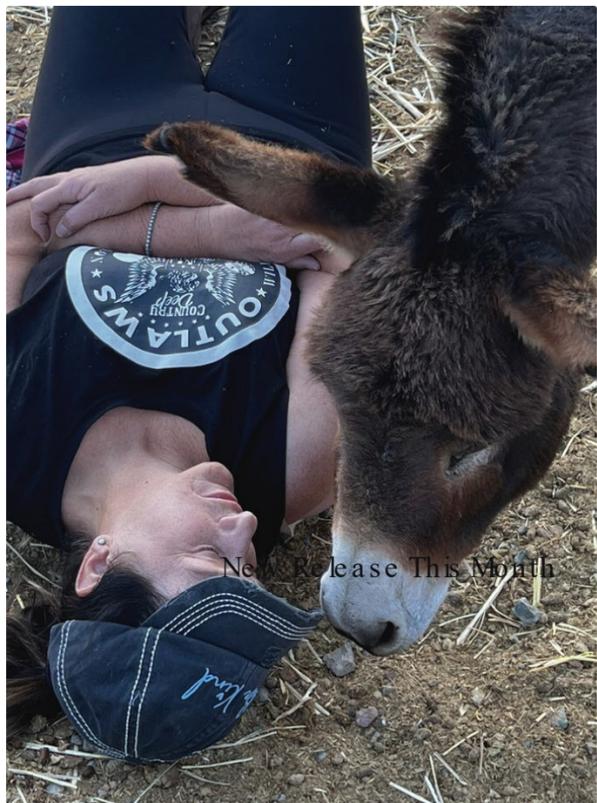
# TEEN INTERN PROGRAM

BUILDING LEADERS  
THROUGH TEACHING





# CONNECTION



# THANK YOU FOR HELPING US EMPOWER LIVES THROUGH SECOND CHANCE HORSES



[WWW.SPIRITHORSEBAYAREA.ORG](http://WWW.SPIRITHORSEBAYAREA.ORG)

# CITY OF AMERICAN CANYON

## PROCLAMATION



### ***Diwali – The Festival of Lights***

**WHEREAS**, the Hindu American Foundation and over one billion people worldwide respectfully observe Diwali, the *Festival of Lights*, symbolizing the victory of dharma, the good over evil; and

**WHEREAS**, Diwali is among the most significant festivals celebrated by Hindus, Sikhs, Jains, and Buddhists, honoring faith, knowledge, and community, and reflecting the rich cultural heritage and contributions of South Asian Americans that strengthen the social and civic fabric of our nation; and

**WHEREAS**, this year, Diwali will be celebrated over five days, from Saturday, October 18<sup>th</sup> through Wednesday, October 22<sup>nd</sup>, in accordance with the lunar calendar, with the main day of celebration, Lakshmi Puja, occurring on Monday, October 20<sup>th</sup>, and recognizing the entire festival period honors the full cultural and spiritual significance of Diwali; and

**WHEREAS**, the festival inspires acts of charity (dāna), selfless service (seva), and reflection on the values of compassion, unity, and light over darkness; and

**WHEREAS**, Diwali's timeless message of hope and harmony resonates with people of all backgrounds, reminding us that light can dispel darkness and that understanding and goodwill strengthen our shared humanity; and

**WHEREAS**, the celebration of Diwali provides an opportunity to recognize the shared values of community, inclusivity, and mutual respect that unite people of all backgrounds in American Canyon; and

**NOW, THEREFORE**, I, Mayor Pierre Washington, on behalf of the City Council, do hereby proclaim October 18-22, 2025, as Diwali – The Festival of Lights in American Canyon, and encourage all residents to join in celebrating its message of peace, hope, and harmony.

Dated: October 21, 2025

---

Pierre Washington, Mayor

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

**ACTION MINUTES**  
*October 7, 2025*

---

**3:30 P.M. – CLOSED SESSION**

**CALL TO ORDER - CLOSED SESSION**

The meeting was called to order at 3:31 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**

There were no public comments.

**MEETING RECESS - COUNCIL TO CONVENE IN CLOSED SESSION**

**3:30 P.M. CLOSED SESSION ITEMS**

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

2. Conference with Real Property Negotiators - Authorized Pursuant to Government Code Section 54956.8.

- a. Property: APN: 059-020-023; Agency negotiator: Jason Holley, City Manager
- b. Property: APN's: 057-090-065, 057-120-036, 059-020-044, 059-020-044, 059-020-043, 057-120-017, 057-430-001, 059-430-002; Agency negotiator: Jason Holley, City Manager

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

**CALL TO ORDER - OPEN SESSION**

The City Council meeting was called to order at 6:32 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 Teresa Highsmith.

## **PROCLAMATIONS AND PRESENTATIONS**

### **3. Proclamation: Domestic Violence Awareness Month**

Mayor Washington announced the proclamation. It was received by Executive Director Tracy Lamb of Napa NEWS.

### **4. Proclamation: Filipino American History Month**

Mayor Washington announced the proclamation. It was received by Farrah Coloma of Friendors and President Jodi Cruz of Fil-Am.

### **5. Proclamation: The Wall That Heals Week**

Mayor Washington announced the proclamation. It was received by Hugh Marquez and the members of the Wall that Heals Volunteer Committee.

### **6. Appointment of Youth Commissioners/Oaths of Office**

Following the appointment, City Clerk Taresa Geilfuss administered an Oath of Office to the Youth Commissioners.

**Action:** Motion to adopt Minute Order 2025-20 appointing Youth Commissioners: Abyssinia Belvin and Royce Hall to the Planning Commission; Saniya Chandy and Charles Plummer, V to the Parks and Community Services Commission; and Katherine Bit to the Open Space, Active Transportation and Sustainability Commission and directing the City Clerk to administer an Oath of Office to the Youth Commissioners made by Vice Mayor Mark Joseph, seconded by Councilmember Melissa Lamattina, and CARRIED by roll call vote.

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

**Nays:** None

**Abstain:** None

**Excused:** Councilmember Brando Cruz

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

Mayor Washington opened public comments. Written comments: none. Oral comments: Michael Mendaros was called to speak; Yvonne Baginski was called to speak; Gina Griggs was called to speak; Leon Garcia was called to speak. The public comment period was closed.

## **AGENDA CHANGES**

There were no changes to the agenda.

## **CONSENT CALENDAR**

**Action:** Motion to adopt CONSENT CALENDAR made by Councilmember David Oro, seconded by Vice Mayor Mark Joseph, and CARRIED by roll call vote.

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

**Nays:** None

**Abstain:** None

**Excused:** Councilmember Brando Cruz

### **7. Minutes of the Regular City Council Meeting of September 16, 2025**

**Action:** Approved the minutes of the Regular City Council meeting held on September 16, 2025

### **8. Minutes of Special Joint City Council/Open Space, Active Transportation, and Sustainability Commission**

**Action:** Approved the minutes of the Special Joint City Council/Open Space, Active Transportation, and Sustainability Commission meeting held on September 16, 2025.

### **9. Minutes of Special City Council Closed Session**

**Action:** Approved the minutes of the Special City Council Closed Session held on September 30, 2025.

### **10. The Wall That Heals Special Event**

**Action:** Adopted Resolution 2025-83 authorizing a budget appropriation of \$14,000 from the General Fund Undesignated Reserve to the Parks and Recreation Community Events Division (100-70-790-43115) for The Wall That Heals event.

### **11. Parking Restrictions on Danrose Drive**

**Action:** Adopted Resolution 2025-84 restricting overnight parking on Danrose Drive near City Limits.

### **12. Corporation Yard Relocation and Facility Upgrade Project Budget Increase**

**Action:** Adopted Resolution 2025-85 increasing the Project Budget for the Corporation Yard Relocation and Facility Upgrade Project (CF23-0300) from \$1,780,000 to \$2,015,000.

## PUBLIC HEARINGS

There were no public hearing items.

## BUSINESS

### 13. Community Grant Program Policy

Council received a Community Grant Program Policy staff report from Deputy City Manager Alexandra Ikeda. Mayor Washington opened public comments. Written comments: none. Oral comments: none. The public comment period was closed.

**Action:** Motion to adopt Resolution 2025-86 approving the updated Community Grant Program Policy 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

**Excused:** Councilmember Brando Cruz

### 14. Staff Position for Sustainability

Council received a Staff Position for Sustainability staff report from City Manager Jason Holley. Mayor Washington opened public comments. Written comments: none. Oral comments: Yvonne Baginski was called to speak; Nance Matson was called to speak. The public comment period was closed.

**Action:** Motion to adopt Resolution 2025-87 amending the Fiscal Year 2025-26 Budget to Increase Line Item 100-10-120-41120 "Wages - Part-Time" by \$30,000 to add part-time, limited term personnel in the City Manager's Department in furtherance of the City's Sustainability Goal and Strategic Work Plan made by Vice Mayor Mark Joseph, seconded by Councilmember Melissa Lamattina, and CARRIED by roll call vote.

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

**Nays:** Councilmember David Oro

**Abstain:** None

**Excused:** Councilmember Brando Cruz

## MANAGEMENT AND STAFF ORAL REPORTS

### 15. Q2 FY25/26 Capital Project Schedule Update

Council received a Q2 FY25-26 Capital Project Schedule Update from Public Works Director Erica Ahmann Smithies and provided feedback.

## **MAYOR/COUNCIL COMMENTS AND COMMITTEE REPORTS**

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

### **16. City Council Committee Report - Mayor Pierre Washington**

## **FUTURE AGENDA ITEMS**

### **17. Future Agenda Items of Note**

Council reviewed future agenda items.

## **ADJOURNMENT**

Mayor Washington adjourned the meeting at 8:20 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

October 16, 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 October 7, 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 City Council Closed Session Meeting of October 7, 2025, consistent with Government Code Section 54957.1, regarding the following matter:

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

2.a. Conference with Real Property Negotiators (pursuant to Govt. Code Section 54956.8)  
Property: APN: 057-020-023 (150 S. Napa Junction Road)  
Agency Negotiator(s): Jason B. Holley  
Under Negotiation: Price and terms of property acquisition

2.b. Conference with Real Property Negotiators (pursuant to Govt. Code Section 54956.8)  
Property: APN: 057-090-065, 057-120-036, 059-020-044, 059-020-043, 057-120-017, 057-430-001, 059-430-002  
Agency Negotiator(s): Jason B. Holley  
Under Negotiation: Price and terms of property acquisition

---

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  
October 16, 2025  
Page 2

Mayor Washington, Vice Mayor Joseph, Council Members Oro and Lamattina convened in Open Session at 3:30 p.m. Councilmember Cruz was not present for closed session. No public comments were offered.

With respect to Closed Session Agenda matters 1, 2a and 2b, in each case 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).

The Closed Session concluded at 6:23 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

Watson Ranch Specific Plan Implementation

## RECOMMENDATION

Receive and file an update on the implementation of the Watson Ranch Specific Plan and consider adopting one or more Minute Orders approving the following:

- 1) Notice of Intent to submit an application to the California Department of Alcohol Beverage Control for an "Entertainment Zone" at the Napa Valley Ruins and Gardens; and/or
- 2) Notice of Intent to submit an application to the California Public Utilities Commission for a public road railroad crossing to access the Watson Ranch Specific Plan; and/or
- 3) Notice of Intent to submit an application with the California Department of Fish and Wildlife to create a Mitigation Bank for the Watson Ranch Specific Plan.

## CONTACT

Jason Holley, City Manager

## BACKGROUND & ANALYSIS

### *History of the American Canyon "Town Center"*

American Canyon does not (yet) have a "town center". However, the absence of communal gathering place(s) is not uncommon for relatively new cities (American Canyon was incorporated in 1992).

The idea to create a town center was memorialized by American Canyon's founding figures in 1994 as part of the first "General Plan". The location chosen was the former Standard Portland Cement/Basalt Rock Company's cement plant/quarry, which was located within the original City limits (Attachment 1).

Planning for the "American Canyon Town Center Project" began a decade later and by the late 2000's the Council was considering a "specific plan" for mixed residential and commercial uses for the 30-acres of land surrounding the cement plant. Given the financial challenges of creating a town

center, the Council was also considering annexing 70-acres of adjacent unincorporated land that was within the original Urban Limit Line (ULL) to help financially support the project (Attachment 2).

Even those addition lands were deemed inadequate and City leaders began to dream bigger. Thereafter they decided to expand the ULL to provide for additional lands to support the town center. By mid-2008, American Canyon and Napa County reached agreement to expand the ULL and the subsequent voter initiative implementing its expansion was approved by the Council later that year (Attachment 3). The 2008 Agreement set the stage for American Canyon to help the County reach its affordable housing goals and provide water to the unincorporated airport area. The expanded ULL contained another 175-acres of land north and east of the town center site. This action was important because the financial reality of a mixed-use town center project in small community was becoming foreboding - especially in the face of the looming Great Recession.

In late-2010, the Napa County Local Agency Formation Commission approved the annexation of those additional lands - totaling 315-acres - into the City (Attachment 4). Now that these additional lands were in City limits, they could be developed to support the creation of a town center. But since the project had more than doubled in size, additional master planning was needed.

### ***Watson Ranch Specific Plan***

From 2012 to 2018, a thirteen-member citizen steering committee facilitated countless private and public planning sessions. The resulting public input was extraordinary. Finally, more than two decades after incorporation, an important milestone was reached; namely, the adoption of the *Watson Ranch Specific Plan* (WRSP) (Attachment 5).

The WRSP is a comprehensive planning document that encompasses 309-acres of land that will contribute significantly to the identity of American Canyon. The WRSP Area is located north of Vintage Ranch; east of the Union Pacific Rail Line; west of the City limits, and generally south of Watson Lane. With its unique draw of new residential neighborhoods surrounding a rebranded town center (Napa Valley Ruins & Gardens or NVRG) - the WRSP lays the foundation for the community's vision to become a reality.

Unfortunately, despite overwhelming local support, 3rd-party legal challenges initially delayed implementation. After settling those legal issues in mid-2019, the Council adopted two ordinances that set the stage for the development of 1,439 dwelling units, 176,000 square feet of commercial space, 58,000 square feet of ancillary commercial space, a 200-room hotel, and an amphitheater contemplated by the WRSP.

Unfortunately, a global pandemic would soon alter the trajectory of the WRSP implementation. Importantly, the Council approved a Development Agreement (DA) with one developer (American Canyon I, LLC or AC-1) which allows development activity to flexibly respond to market conditions for 30 years (Attachment 6).

In 2023, the Watson Ranch Specific Plan was amended to reflect progress accomplished in the first few years. (Attachment 7).

**Accomplishments**

To date, six (6) different residential projects are approved. The result: 880 dwelling units entitled for construction; of those, 415 dwelling units are complete and inhabited, while 26 units are actively under construction.

In addition, the 200-room hotel with conference facilities, a 3,300-seat amphitheater, and an 800-seat amphitheater are also approved. As proof-of-concept for the permanent amphitheaters, temporary concerts uses are also approved.

Attachment 8 shows the chronology of the discretionary approvals and related actions by the Planning Commission and/or City Council. The table below is a snapshot of residential construction activity.

Lot/Name	Project Name	Homebuilder	Units Entitled	Building Permit Status			
				Not Applied	Plan Check	Issued	Occupancy
Lot 24	Lemos Pointe	Pacific West Communities	186	0	0	0	186
Lots 14, 15	Artisan	DR Horton	98	0	0	0	98
Lot 10	Harvest	DR Horton	219	58	4	26	131
Lot 7	TBD	KB Homes	136	136	0	0	0
Lot 8	TBD	KB Homes	25	25	0	0	0
Promontory	TBD	Design Permit	216	216	0	0	0
<b>Total</b>			<b>880</b>	<b>435</b>	<b>4</b>	<b>26</b>	<b>415</b>

As shown above, substantial development activity has already occurred, with approximately 60% of the residential units contemplated by the WRSP either complete and/or currently entitled.

**Entertainment Zone**

The first commercial event at NVRG occurred a few weeks ago in conjunction with Blue Note's '2025 Fall Series". Four of the six concert events in this series have already occurred with the final two events happening next weekend. According to the promoter and attendees, the proof-of-concept has been a resounding success.

Other entities related to AC-1 have acquired businesses such as a Loch and Union Distillery, Old Kan Brewery, Ruins Wine Co. and Napa Valley Roasting Co. for the purposes of relocating to NVRG. A

new law (SB 969) could help incentivize these businesses to relocate to American Canyon in support of next year's concert series, which promises to be even more entertaining (Attachment 9).

In addition to more music offerings, a new "sculpture garden" which will initially include 10 - 20 large sculpture art pieces in a garden setting is underway. A beer garden, wine bar, food trucks, picnic areas, etc. with ancillary activities for different age groups is expected to open in late Spring 2026 (weekends/daytime only) weather permitting. For now, parking will be located on the future hotel property, but plans are underway to develop a parking lot on the west side of the NVRG to be accessed directly from South Napa Junction Rd.

The installation of on-site utilities (water, fire, sanitary sewer, recycled water, etc.) inside NVRG will commence following the last concert event this fall. The developer expects this to last 4-5 months. Once complete, there will be permanent fire hydrants, modular restrooms and a separate sanitary system for food services in support of next year's program.

Staff recommends the Council adopt a Minute Order approving a Notice of Intent to submit an application to the California Department of Alcohol Beverage Control for an "Entertainment Zone" at the Napa Valley Ruins and Gardens.

### ***Commercial Access Needed***

In order to decouple the dependency of NVRG's food, beverage, and retail offerings from this initial cadence of the music events, the NVRG developer believes bonafide commercial access to highway is needed. This is because support from local American Canyon patrons alone will be insufficient to make these business successful. Instead, NVRG is dependent upon customers visiting American Canyon from elsewhere (who will primarily access NVRG from the highway). Potential NVRG Hotel developers share this perspective.

Currently, no public railroad crossing exists between NVRG and the highway, so the City will be pursuing approval from the CPUC to build one. Recently approved legislation (SB 544 - Laird) provides a new, streamlined process for approving such crossings, and adopting a Notice of Intent will formally initiate that process. The proposed location for this crossing is shown in the WRSP and the General Plan to be the future extension of Rio Del Mar; however final design considerations by both CPUC and/or Caltrans may dictate a different location (Attachment 10).

Staff recommends the Council adopt a Minute Order approving Notice of Intent to submit an application to the California Public Utilities Commission for a public road railroad crossing to access the Watson Ranch Specific Plan.

### ***Mitigation Bank***

The 321-acre Jaeger Open Space (JOS) was in 2025 to conserve, protect, and partially compensate for unavoidable impacts to covered species and covered habitat associated with the adjacent WRSP. In particular, the JOS was established to mitigate for a portion of the impacts to the Federal listed California red-legged frog. A Long-Term Management and Monitoring Plan (LTMP) is being implemented to ensure that CRLF habitat within the JOS is managed, monitored, and maintained in perpetuity.

The LTMP establishes objectives, priorities, and tasks to monitor, manage, maintain, and report on covered species, and covered habitat on the property. The LTMP is consistent with the Conservation Easement (CE) covering the JOS (Attachment 11). The LTMP identifies initial capital improvements and a long-term management phase. JOS may provide public access to a limited number of trails - some which may connect to and are accessed from the adjacent City-owned Newell Open Space. The CE allows for the construction and maintenance of the proposed trails and public access. (Attachment 7)

AC-1 proposes to develop a "mitigation bank" to offset costs associated with the JOS. The proposed bank includes permanently setting aside open space lands adjacent to American Canyon and the recently recorded CE will prevent important habitat from being developed.

California's conservation and mitigation banking programs are guided by Fish and Game Code Sections 1797 et seq. The programs are implemented by the Department of Fish and Wildlife (CDFW) with interagency consultation by others (Attachment 12). To assist AC-1, staff recommends adopting a Notice of Intent to submit an application to CDFW for a Mitigation Bank and to begin the interagency consultation process.

Staff recommends the Council adopt a Minute Order approving notice of Intent to submit an application with the California Department of Fish and Wildlife to create a Mitigation Bank for the Watson Ranch Specific Plan.

### ***Conclusion***

The numerous successes now unfolding in real-time are rooted in the well-conceived plans of prior leaders and are the result of tremendous efforts by the City's development partners. Additional challenges await, but the foundation for activity remains strong and the future of Watson Ranch and the Napa Valley Ruins and Gardens remains strong.

### **COUNCIL PRIORITY PROGRAMS AND PROJECTS**

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

### **FISCAL IMPACT**

Funding the implementation of the WRSP is a complicated and risky endeavor.

For example, AC-1 reports it has invested \$30.5 million on Master Backbone Infrastructure (MBI) and \$18 million more on "in-tract" infrastructure. MBI is the infrastructure that residents of WRSP will use to travel throughout the area and connect to existing city streets. Visitors to NVRG and existing residents will also utilize the MBI. Examples of MBI include Rolling Hills Drive, Mallen Way, Rio Del Mar Segment 4, and Marcus Road Segment 1. In-tract infrastructure are smaller neighborhood streets that have houses fronting on them. Examples include Encore Street and Junegrass Street.

The MBI enabled the Lemos Pointe Affordable Housing Project to be completed in mid-2024. This first-of-its-kind in Napa Valley modular construction project was developed by Pacific West Communities, Inc. with one-time support of \$7.5 million from California Department of Housing and Community Development (HCD) Infill Infrastructure Grant (IIG) funding and \$4.3 million in annual federal tax credits from the CA Tax Credit Allocation Committee (CTCAC). The project includes 186 apartments set aside for tenants making between 30% and 60% of Area Median Income for our area, which is \$146,700 for a family of four. Of note, construction of these dwelling units exceeded AC-1's "affordable housing" obligations in their DA.

The sale of finished lots to homebuilders such as K.B. Homes and D.R. Horton help AC-1 recoup the cost of infrastructure needed for the development. Three tranches of financing facilitated by the California Statewide Community Development Authority (CSCDA) - of which American Canyon has been a member since 2007 - in amounts of \$6.6 million (2023), \$15.6 million (2024) and \$15 million (2025 - pending) also supported AC-1 efforts (Attachment 13). Of note, the IIG program and CTCAC tax credits are state and federal programs, while the CSCDA financing will be repaid by the eventual homeowners as part of annual property tax assessments.

## **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

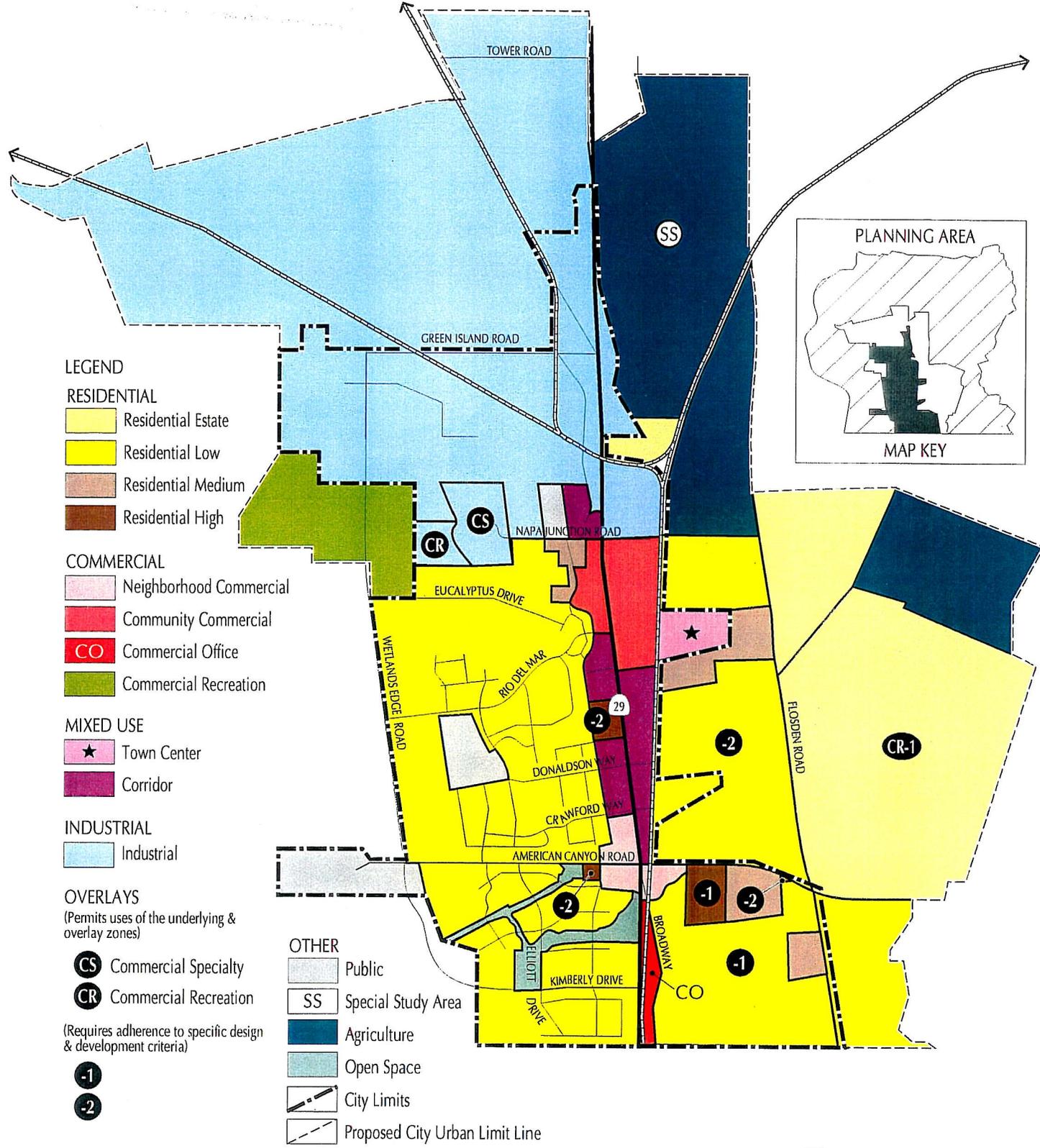
## **ATTACHMENTS:**

1. [Town Center Location 1994 General Plan](#)
2. [2007 Draft Town Center Site Plan](#)
3. [2008 City/County ULL Agreement](#)
4. [2010 LAFCO Approval of Town Center Annexation](#)
5. [2018 Watson Ranch Specific Plan](#)
6. [2019 AC-1 Development Agreement](#)
7. [2023 Watson Ranch Specific Plan Amendment](#)

9. Holley Memo to Council SB 969 Entertainment Zone for NVRG
8. Chronology of City Approvals 2017-2025
10. 2025 General Plan - Mobility Element Map
11. JOS Conservation Easement
12. CDFW Mitigation Bank Guidelines
13. CSCDA SCIP Presentation 2024

# American Canyon

GENERAL PLAN



**LEGEND**

**RESIDENTIAL**

- Residential Estate
- Residential Low
- Residential Medium
- Residential High

**COMMERCIAL**

- Neighborhood Commercial
- Community Commercial
- CO Commercial Office
- Commercial Recreation

**MIXED USE**

- ★ Town Center
- Corridor

**INDUSTRIAL**

- Industrial

**OVERLAYS**

(Permits uses of the underlying & overlay zones)

- CS Commercial Specialty
- CR Commercial Recreation

(Requires adherence to specific design & development criteria)

- 1
- 2

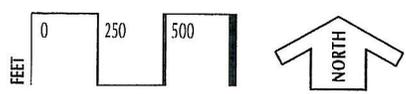
**OTHER**

- Public
- SS Special Study Area
- Agriculture
- Open Space
- City Limits
- Proposed City Urban Limit Line



Envicom Corporation Graphics

**LAND USE PLAN**



**FIGURE 1-1**



Napa County Agreement No. 7070  
American Canyon Agreement No. 2008-93

**AGREEMENT  
BETWEEN THE COUNTY OF NAPA  
AND  
THE CITY OF AMERICAN CANYON**

This Agreement (hereafter "Agreement") is entered into and effective as of July 3, 2008 by and between the County of Napa, a political subdivision of the State of California (hereafter "County"), and the City of American Canyon, a municipal corporation (hereafter "City").

**WHEREAS**, the parties recognize the importance of agricultural preservation and open space in the County and desire to preserve agricultural and open space lands in the County so as to maintain a viable agriculture-based economy, preserve open space, prevent urban sprawl, and direct growth and development into already urbanized areas; and

**WHEREAS**, the parties desire to implement the planned development of the City and adjacent lands within the County; and

**WHEREAS**, the parties recognize the importance of the Napa County Airport ("Airport") to the economy of the County and have a longstanding interest in protecting the Airport from the encroachment of incompatible land uses; and

**WHEREAS**, the parties recognize that citizens, businesses and employees within both jurisdictions benefit when the parties collaborate successfully and solve disagreements amicably; and

**WHEREAS**, the parties seek to provide a solid footing for future planning and decision-making by recognizing a mutually agreed upon City urban growth boundary that will remain in place without change until 2030; and

**WHEREAS**, the parties are taking such steps as may be necessary to ensure that an adjusted urban growth boundary in the form of an amended City Urban Limit Line will not be changed until the year 2030; and

**WHEREAS**, in the County's view, industrial development within the County Airport Industrial Area Specific Plan ("Airport Specific Plan") boundaries supports agricultural uses in the County, benefits the local economy, and will contribute to the construction of necessary infrastructure improvements; and

**WHEREAS**, the parties recognize that upon incorporation in 1992, the City assumed the rights and responsibilities of the former American Canyon County Water District; and

**WHEREAS**, the parties recognize that the City provides water service to properties located within the City's Water Service Area, which includes the Airport Specific Plan area, and

that it is essential for the City to continue to provide water service to these properties in an environmentally sensitive, reasonable and fair manner.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**PART I. AGREEMENT DEFINITIONS**

When used in this Agreement, the following words or phrases shall have the following meanings unless the context clearly indicates otherwise:

“Airport Industrial Area Specific Plan” or “Airport Specific Plan” shall mean the 1986 Napa County Airport Industrial Area Specific Plan, as amended through the effective date of this Agreement.

“CEQA” shall mean the California Environmental Quality Act, Public Resources Code section 21000 *et seq.*

“City” shall mean the City of American Canyon.

“City Customers” shall mean all persons and entities presently receiving water service from the City, and all persons and entities that are requesting or in the future request new or increased water service from the City, for parcels that are located within City’s incorporated limits.

“City’s Water Service Area” shall mean all lands within the area depicted in Exhibit H, attached hereto and incorporated herein by this reference.

“County” shall mean the County of Napa.

“LAFCO” shall mean the Napa County Local Agency Formation Commission.

“Outside Customers” shall mean all persons and entities presently receiving water service from the City, and all persons and entities that are requesting or in the future request new or increased water service from the City for parcels that are located outside the City’s limits but within the Airport Industrial Area Specific Plan boundaries.

“Panattoni Property” shall mean that real property described by Assessor Parcel Numbers 057-090-075 and 057-090-076, consisting of approximately 16.30 acres and 34.40 acres, respectively, as is more fully described in Exhibit A, attached hereto and incorporated herein by this reference.

“Subject Parcels” shall mean:

1. The parcel commonly known as the “Headwaters property,” Assessor Parcel Number 057-090-069 consisting of approximately 218.06 acres as is more fully described in Exhibit B, attached hereto and incorporated herein by this reference.
2. The parcel commonly known as the “Atkins property,” Assessor Parcel Number 057-040-007 consisting of approximately 25.44 acres as is more fully described in Exhibit C, attached hereto and incorporated herein by this reference.

“Sphere of Influence” shall mean the LAFCO-approved plan for the probable physical boundary and service area of the City of American Canyon, as defined in Government Code section 56076.

“Urban Limit Line” or “ULL” shall mean that line which describes the boundaries described in Exhibit D, attached hereto and incorporated herein by this reference, beyond which the City and the City’s Sphere of Influence shall not expand prior to 2030 unless the citizens of the City first approve an expansion of the line.

**PART II. PRE-CONDITIONS TO THE AGREEMENT TAKING EFFECT;  
ANNEXATION OF PANATTONI PROPERTY**

**A. Preconditions to Agreement Effectiveness**

This Agreement, excluding Agreement Section II.B, shall become effective only if each and every one of the following events occurs within its respective time frame. Therefore, if any one of the preconditions fails to occur within the time frame set forth in this Agreement for that precondition, then this Agreement and the obligations of the parties as set forth in Agreement Section III shall automatically become null and void.

**1. *Industrial Easements.***

The City shall ensure that the owners of the Subject Parcels and the Panattoni Property, prior to amendment of the City’s sphere of influence and completion of annexation of the Subject Parcels and the Panattoni Property to the City:

a. Grant and record industrial easements in favor of the County in perpetuity, in a form acceptable to the County Counsel and the City Attorney, ensuring that the Subject Parcels and the Panattoni Property may be developed in accordance with the uses permitted for those parcels by the Airport Specific Plan, and

b. Deed restrict, in a form acceptable to the County Counsel and the City Attorney, the Subject Parcels and Panattoni Property prior to development or use of the same, ensuring that the Subject Parcels and the Panattoni Property shall be developed in accordance with the uses permitted for those parcels in the Airport Specific Plan.

c. The City shall ensure that any development approvals sought by the owners of the Subject Parcels and the Panattoni Property in the City shall be conditioned by the City to be industrial uses as permitted for those parcels by the Airport Specific Plan and that the owners of these parcels grant and record avigation (flight) easements in favor of the County, in a form acceptable to the County Counsel and the City Attorney.

**2. *Standards for Providing Water Service.*** On or before September 1, 2008 the City shall take the following actions:

a. Revise its water policies to confirm that the City will provide water service to all Outside Customers upon request under all of the same terms and conditions under which the City provides water service to City Customers, and that the City will not impose any term or condition on any water service to any Outside Customer that is different from the terms and conditions that the City imposes on City Customers, except that the City may continue to

impose higher water rates on Outside Customers consistent with *Hansen v. City of San Buenaventura* (1986) 42 Cal.3d 1172; and

b. Amend City Municipal Code sections 13.10.010, 13.10.020, and 13.10.040, and all other related Municipal Code provisions, implementing resolutions and policies, so that they will be consistent with Agreement Sections II.A.2.a, III.E, and Exhibit E. The City shall schedule a public hearing for this purpose. The City shall make all of the revisions and amendments referenced in Agreement Section II.A.1 and II.A.2 before the City files any requests for any amendment of the City's Sphere of Influence or any annexations of the Subject Parcels and the Panattoni Property.

3. ***Preconditions Are Prerequisite to Sphere of Influence Amendment and Annexation.*** Satisfaction of the requirements set forth in Agreement Section II.A.1 (Industrial Easements) and II.A.2 (Standards for Providing Water Service) are preconditions to this Agreement. If these preconditions are not satisfied, this Agreement shall be null and void.

**B. Immediate Annexation of Panattoni Property**

Notwithstanding any other provision of this Agreement, as an indication of good faith of both parties, the County shall, upon execution of this Agreement and upon satisfaction of the requirements set forth in Agreement Sections II.A.1 (Industrial Easements), II.A.2 (Standards for Providing Water Service) and III.F.2 (Property Tax Revenue Sharing Agreement), provide written support of that portion of City's application before LAFCO involving a sphere amendment or annexation of the Panattoni Property to the City.

**PART III. AGREEMENT OBLIGATIONS**

**A. City's Urban Limit Line**

The parties agree that the City's growth boundary shall not expand beyond the ULL described and depicted in Exhibit D until at least 2030. To implement this ULL agreement, the parties will take one or more of the following actions which are intended to ensure that the ULL will not change prior to 2030.

1. If a citizen's initiative is circulated that establishes an ULL as a part of the City General Plan that is consistent with Exhibit D and that cannot be changed without a vote of the people until 2030, and if that initiative gathers a sufficient number of valid signatures to require the City to either adopt the initiative or place the matter on the ballot, then the City shall either: (a) adopt the initiative without alteration at the regular meeting at which the certification of the initiative petition is presented to the City Council or within 10 days after it is submitted; or (b) place the matter on the ballot. Otherwise, this Agreement shall become null and void, except that the parties may agree otherwise concerning the 60 foot strip in the unincorporated territory separating Area 1 from Area 2, as described and depicted in Exhibit D.

2. If a notice of intent to circulate a citizen's initiative to establish an ULL consistent with Agreement Section III.A.1 is not filed with the City elections official on or before June 30, 2008, then a ballot measure that will establish an ULL in the City General Plan that is consistent with Exhibit D and cannot be changed without a vote of the people until 2030 shall be placed on

the November 2008 municipal ballot by the City Council. The order of election shall be adopted by the City Council no later than August 8, 2008. Any such ballot measure shall expressly provide that any further changes to the ULL described and depicted in Exhibit D prior to 2030 shall take effect only following the approval by a majority of the voters of the City at a regularly scheduled municipal election. If the City fails to place such a measure on the ballot, this Agreement shall automatically become null and void, except that the parties may agree otherwise concerning the 60 foot strip in the unincorporated territory separating Area 1 from Area 2, as described and depicted in Exhibit D.

3. If a notice of intent to circulate a citizen's initiative to establish an ULL in the City's General Plan that is consistent with Exhibit D and cannot be changed without a vote of the people until 2030 is filed with the City election official on or before June 30, 2008, and the initiative is circulated but fails to achieve the necessary number of signatures to qualify for the November 2008 ballot, then a ballot measure that will establish an ULL as a part of the City's General Plan that is consistent with Exhibit D and cannot be changed without a vote of the people until 2030 shall be placed on the November 2008 municipal ballot by the City Council. The order of election shall be adopted by the City Council no later than August 8, 2008. Any such ballot measure shall expressly provide that changes to the ULL depicted in Exhibit D that cannot be changed without a vote of the people prior to 2030 shall take effect only following the approval by a majority of the voters of the City at a regularly scheduled municipal election. If the City fails to place such a measure on the ballot, or if a referendum successfully repeals action of the City, this Agreement shall automatically become null and void, except that the parties may agree otherwise concerning the 60 foot strip in the unincorporated territory separating Area 1 from Area 2, as described and depicted in Exhibit D.

4. If the City fails to satisfy the requirements of Section III.A of this Agreement, or if the City is successfully challenged in court on its action as authorized in Agreement Section III.A, this Agreement shall automatically become null and void, excepting the obligations of Agreement Section II.B.

5. If Agreement Section III.A.1 is applicable and the City Council places the matter on the November 2008 ballot rather than adopting the initiative measure without alteration and the initiative does not pass, then this Agreement shall automatically become null and void, excepting the obligations of Agreement Section II.B.

6. If Agreement Section III.A.2 or III.A.3 is applicable, and Agreement Section III.A.1 is not, and if a majority of the voters of the City do not approve the ULL depicted in Exhibit D with the condition that it cannot be changed without a vote of the people until 2030, then this Agreement shall automatically become null and void, excepting the obligations of Agreement Section II.B.

7. Area 4 as described and depicted in Exhibit D (commonly known as "Clark Ranch West") is currently in an Agriculture, Watershed and Open Space land use designation. As a condition of this Agreement, the City will keep this area in open space, recreation, and/or wildlife conservation when the area is annexed to the City and will take all actions necessary to ensure that this property remains in open space, recreation and/or wildlife conservation.

**B. Sphere of Influence Amendments of the Subject Parcels**

Within ten days of execution of this Agreement, City shall amend its pending application for an amendment of its Sphere of Influence, which was filed with LAFCO in 2007, so that the application is consistent with this Agreement. City shall not pursue any applications with LAFCO for a Sphere of Influence amendment and/or annexation of any properties, other than the Panattoni Property as set forth in Agreement Section II.B, until the preconditions in Agreement Section II.A have been satisfied.

The parties recognize that any expansion of City's Sphere of Influence must be heard and approved by LAFCO. County agrees to provide written support of City's application to expand its Sphere of Influence to include the Subject Parcels described in Exhibits B and C but only if the voters of the City, or the City, as the case may be, first approves adoption of the ULL described in Exhibit D, with the condition that the approval occurred in such a manner that the approved ULL cannot be changed prior to 2030 except by the voters of the City. Otherwise, the County reserves the right to oppose including such parcels within the City's Sphere of Influence. This County obligation to support the City's application to expand its Sphere of Influence for the Subject Parcels is in addition to, and separate from the County's obligation to support any Sphere of Influence amendment necessary to complete the annexation of the Panattoni Property, as required by Agreement Section II.B.

**C. Annexation of the Subject Parcels**

The parties recognize that expansion of the City by annexation is a matter to be heard and approved by LAFCO. County agrees to provide written support of the City's application to LAFCO for annexation of the Subject Parcels described in Exhibits B and C only if the voters of the City, or the City, as the case may be, have first approved adoption of the ULL described in Exhibit D and further providing that the approval occurred in such a manner that the approved ULL cannot be changed prior to 2030 unless first approved by the voters of the City. Otherwise, the County reserves the right to oppose the annexation of the Subject Parcels. This obligation in support of the City's applications to annex the Subject Parcels is in addition to, and separate from, the obligation to support the annexation of the Panattoni Property as required by Agreement Section II.B.

It is further understood and agreed that nothing contained in this Agreement shall be construed as requiring the County to support annexations of parcels located within the ULL to the City or the inclusion of those parcels in the City's Sphere of Influence, other than the Subject Parcels and the Panattoni Property.

**D. Parties to Amend Their Respective General Plans**

1. *County Requirements Following Voter Approval of the ULL Depicted in Exhibit D.* The County will amend the Goals, Policies and implementing measures of all applicable maps, tables and diagrams of its General Plan to reflect the City adjusted ULL in a manner that is consistent with Exhibit D, concurrent with the completion of City's obligations described in Agreement Section III.A.

2. ***City Requirements if an Initiative Adopting the ULL Depicted in Exhibit D is successful.*** The City will amend the Goals, Policies and implementing measures of all applicable maps, tables and diagrams of its General Plan to reflect the City adjusted ULL in a manner that is consistent with Exhibit D, concurrent with the completion of City's obligations described in Agreement Section III.A.

**E. City Water Services to the Airport Industrial Specific Plan Area**

The City shall continue to provide water service to existing Outside Customers and, upon request, the City shall provide new or increased water service to all Outside Customers under the same terms and conditions under which the City provides water service to City Customers, as provided in Agreement Section II.A.2.a. The City shall provide all new City Customers and all new Outside Customers with water service under the conditions in Exhibit E, attached hereto and incorporated herein by this reference. Nothing in this Agreement shall limit or affect the rights of City water customers for parcels that are located outside the City's limits and the Airport Specific Plan area but within the City's Water Service Area.

**F. Property Tax Revenue Sharing Agreements**

1. Within 120 days of execution of this Agreement and as a condition of County's support of annexation of the Subject Parcels to City, the parties will enter into an agreement setting forth the method of sharing those incremental real property taxes (the "Tax Revenue Sharing Agreement") generated by the Subject Parcels subsequent to annexation of those parcels to the City. This Tax Revenue Sharing Agreement will become effective only upon annexation of the Subject Parcels to the City. The Tax Revenue Sharing Agreement shall provide that the City and County will each receive forty-seven and one-half percent (47.5%) of the property tax increment, with the American Canyon Fire Protection District, a subsidiary special district of the City receiving five percent (5%). The Agreement shall expressly provide that the City's proposed annexation of parcels within the voter approved ULL, other than the Subject Parcels and the Panattoni Property, are not subject to the Tax Revenue Sharing Agreement.

2. Within 120 days of execution of this Agreement and as a condition of County's support of annexation of the Panattoni Property to City, the parties will enter into a separate Tax Revenue Sharing Agreement setting forth the method of sharing those incremental real property taxes generated by the Panattoni Property subsequent to annexation of those parcels to the City. This Tax Revenue Sharing Agreement will become effective only upon annexation of the Panattoni Property to the City. The Tax Revenue Sharing Agreement shall provide that the City and County will each receive forty-seven and one-half percent (47.5%) of the property tax increment, with the American Canyon Fire Protection District, a subsidiary special district of the City receiving five percent (5%). The Agreement shall expressly provide that the City's proposed annexation of parcels within the approved ULL, other than the Subject Parcels and the Panattoni Property, are not subject to the Tax Revenue Sharing Agreement.

**G. Return of Tax Revenues**

1. Any party who violates one or more of the provisions contained in Agreement Section III.G.2. shall return to the other party the following incremental property tax revenues the offending party has received and will receive pursuant to the Tax Revenue Sharing

Agreements referenced in Agreement Section III.F.1 and III.F.2:

- a. All such property tax revenues received for the four (4) fiscal years prior to the fiscal year in which the violation occurred; and
- b. All such property tax revenues received for the fiscal year in which the violation occurred; and
- c. All such property tax revenues received in all future fiscal years following the fiscal year in which the violation occurred (i.e. in perpetuity).

2. A violation of the Agreement triggering Agreement Section III.G shall be deemed to have occurred if any of the following occurs:

- a. The ULL described and depicted in Exhibit D is changed on or before January 1, 2030, by the City, by the passage of an initiative measure placed on the ballot by the City, or by the passage of an initiative measure which resulted from a successful petition circulated by registered voters of the City which qualifies for the ballot.

- b. The City files an application with LAFCO prior to January 1, 2030 seeking to expand the City's Sphere of Influence to include parcels outside the ULL described and depicted in Exhibit D.

- c. The County fails to support the City's Sphere of Influence application and related annexation of the Subject Parcels in the manner and within the timeframes contemplated by this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to require any member of the County Board of Supervisors to vote in any certain manner when sitting as a Commissioner on LAFCO.

- d. The City fails to provide a water service will-serve letter to any person or entity requesting such a letter in a manner that is consistent with the terms of this Agreement. If City fails to provide such a will-serve letter within 90 days after receiving a request for such a letter, and if a mutual agreement between the City and the property owner making the request to extend that 90 day period for up to an additional 180 days has not been executed within the original 90 day period, then it shall be conclusively presumed that the City has violated the requirement to provide water service will-serve letters upon request. This paragraph shall not apply if during that entire 90 day period the City has in effect a policy of refusing to provide water service to all new City Customers, and of refusing to provide increased levels of water to all existing City Customers, due to factors relating to water shortages encountered by the City. When said policy ceases to be applied, a requirement to provide the requested will-serve letters within the 90 day period following the termination of the policy shall automatically go into effect.

- e. The City fails to provide water service to, or unlawfully discriminates against any Outside Customer in the provision of water services, or the City otherwise does not provide water service to any Outside Customer in a manner that is consistent with this Agreement. However, the amount of water service that the City is obligated to provide shall be subject to the City's Zero Water Footprint Methodology, provided the City applies this Zero

Water Footprint Methodology equally to City Customers and Outside Customers in a manner that does not result in conditions of approval that differ between similarly situated Outside Customers and City Customers. The list of Water Conditions that the City will impose on all parcels for which new water service is requested is attached to this Agreement as Exhibit E, and a copy of the Zero Water Footprint Methodology is attached to this Agreement as Exhibit F. The process for Outside Customers to appeal conditions imposed by the City as a result of implementing the Zero Water Footprint Methodology is described in Exhibit G to this Agreement. Exhibits E, F and G are incorporated herein by this reference and may only be changed upon mutual consent of the parties.

f. The City imposes a requirement that any future Outside Customer, other than the owner or owners of record of the Subject Parcels, must consent to, or waive objection to, annexation of his, her, or its parcel to the City as a condition of receiving water services from the City.

g. The County amends its Airport Specific Plan prior to 2030 to allow residential uses in the Airport Specific Plan area.

## **II. Development of Parcels**

As a precondition to the grant of final entitlements to any of the Subject Parcels or the Panattoni Property that are not challenged within the applicable statute of limitations, the party having land use authority over that parcel shall ensure that all of the following are accomplished conditions of approval, either through a development agreement or a reimbursement agreement:

1. Subject to any claims the County is obligated to perform related to the Montalcino Project (Napa County Use Permit #98177-UP and #P05-0220-MOD), traffic mitigation fees attributable to the Subject Parcels and the Panattoni Property that the County receives pursuant to its Airport Industrial Area Traffic Mitigation Program, to the extent those parcels are developed in the unincorporated area shall be placed in a restricted account, if not already appropriated and expended by the County. All such fees shall be placed in a segregated account by the County Auditor and may only be disbursed to construct improvements to and/or extend Devlin Road from Tower Road to Airpark Road, as depicted in Exhibit I (attached to this Agreement and incorporated herein by this reference), including the construction of a two lane bridge ("Bridge") including pedestrian and bike lanes across Fagan Creek. If any of the Subject Parcels or the Panattoni Property is annexed to the City prior to development same, then the City shall pay to the County the amount of fees the County would have collected under the Airport Industrial Area Traffic Mitigation Program had that parcel been developed in the unincorporated area. City's obligation to pay those fees shall be due and payable within ten days of (1) issuance of the building permit or (2) whenever development would have triggered payment of the traffic mitigation fee under the County's Airport Industrial Area Traffic Mitigation Program had the parcel been developed in the unincorporated area, whichever date is earlier. The fees shall be used by the County to offset costs to construct improvements to and/or extend Devlin Road as described in this Agreement, or to reimburse County for expenditures it may have previously made toward the design and construction of Devlin Road in the event development on these parcels lags any portion of the development of Devlin Road.

2. The County shall take appropriate steps to ensure that the Devlin Road and Bridge are completed prior to 2018. This shall include the design, acquisition of right-of-way and construction of the Devlin Road extension and Bridge (including pedestrian and bike lanes) over Fagan Creek.

3. Development of the Headwaters property shall be conditioned upon dedication of a secondary public access road to support the Airport. That access road shall at a minimum be a Type H Collector including two travel lanes, parallel parking, and consisting of 56 feet of public right-of-way in accordance with Napa County Road and Street Standards.

4. The parties further agree that in order to implement the provisions of Agreement Sections III.H.1, III.H.2 and III.H.3, the Public Works Directors of the City and the County shall annually report to their respective entities with respect to the generation of all traffic revenue within the affected area and their expenditures to accomplish the described improvements.

#### **PART IV. GENERAL PROVISIONS**

##### **A. Warranty of Legal Authority**

Each party warrants and covenants that it has the present legal authority to enter into this Agreement and to perform the acts required of it hereunder. If any party is found to lack the authority to perform the acts required of it hereunder or is prevented from performing the acts by a court of competent jurisdiction, then this Agreement shall be null and void.

##### **B. Assignment/Delegation**

Neither party hereto shall assign or transfer any benefit or obligation of this Agreement without the prior written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

##### **C. Severability**

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

##### **D. Waiver**

Any waiver (express or implied) by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach.

##### **E. Venue**

This Agreement shall be governed and construed in accordance with the laws of the State of California. Any claim, action, arbitration or other proceeding arising from this Agreement shall be initiated and conducted only in the County of Napa.

##### **F. Notices**

All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt

requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the addresses set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this Paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

***City of American Canyon:***  
City Manager  
300 Crawford Way  
American Canyon, California 94503

With copy to:  
City Attorney  
Law Offices of William Ross  
400 Lambert Street  
Palo Alto, California 94306

***County of Napa:***  
Napa County Executive Officer  
1195 Third Street, Suite 310  
Napa, CA 94559

With copy to:  
Napa County Counsel  
County of Napa  
1195 Third Street, Suite 301  
Napa, CA 94559

**G. Amendment**

This Agreement may only be amended in writing by an amendment authorized by the City Council and County Board of Supervisors, except as provided in Agreement Section IV.K below.

**H. Recitals Adopted**

The parties hereby agree to, and adopt, the Agreement recitals as portions of the Agreement.

**I. Termination for Cause**

Either party may terminate this Agreement for cause of non-performance. Such termination shall be based upon ninety (90) days notice given to the other party in the manner set forth in Agreement Section IV.F. Such notice shall also constitute a notice of default, which shall provide the defaulting party with an automatic right to cure the default within sixty (60) days.

**J. Joint Defense in Event of Third Party Challenges to the Agreement**

In the event of a third party challenge of any type to this Agreement, the parties agree to jointly

defend the validity and implementation of the Agreement.

**K. Extension of Dates by Mutual Agreement**

The dates provided for the performance of any of the terms of this Agreement may be changed and/or extended by mutual written agreement of the parties, the City acting through its City Manager and the County acting through its County Executive Officer.

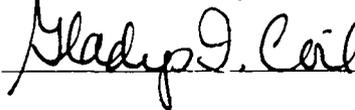
**L. Entire Agreement**

This document is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. This Agreement may be executed in two counterparts, each of which shall constitute an original.

**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto as of the date first above written.

COUNTY OF NAPA  
By:   
BRAD WAGENKNECHT,  
Chair of the Board

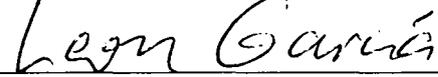
ATTEST: Gladys I. Coil  
Clerk of the Board of Supervisors

By: 

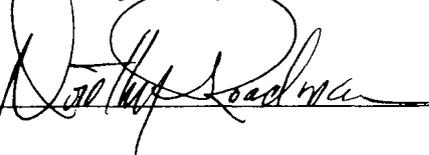
APPROVED AS TO FORM:  
ROBERT WESTMEYER, County Counsel

By: 

CITY OF AMERICAN CANYON

By:   
LEON GARCIA,  
Mayor

ATTEST: Dorothy Roadman  
American Canyon City Clerk

By: 

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

By: 

## EXHIBIT A

### Legal Description of Panattoni Parcel

Commencing at the southwest corner of the 0.504 acre parcel of land described in the Deed to the State of California, recorded January 27, 1949 in Book 301 at page 69 of Official Records of Napa County; thence along the western line of the lands of said State of California; northerly along a curve to the left, from a tangent that bears N 0°12'55.6"W having a radius of 9910 feet, through a central angle of 2°16'39.4" an arc distance of 393.94 feet; thence N02°29'35"W 16.21 feet to a point on the south line of a 0.16 acre parcel of land described in Exhibit "B" of the Grant Deed recorded at series number 1993-037831 in the office of the Napa County Recorder; thence N63°49'30"W along the south line of said parcel 31.32 feet; thence N84°18'26"W along said south line 35.36 feet; thence N02°26'14"W to the centerline of Kelly Road South as shown on Exhibit "B" as shown on the Grant Deed recorded at series number 1993-037831 in the office of the Napa County Recorder; thence S87°25'31"W along said centerline 28.33 feet to a curve concave to the south, having a radius of 250 feet; thence westerly and southerly along said curve through a central angle of 33°41'24" an arc length of 147.00 feet; thence S53°44'07"W 376.66 feet to the beginning of a curve concave to the northwest, having a radius of 1000.00 feet; thence southerly and westerly along said curve through a central angle of 12°48'50" an arc length of 223.64 feet; thence S66°32'57"W 117.18 feet to the eastern line of a 35.29 acre parcel of land described in Exhibit "A" of the Grant Deed recorded at series number 1993-037831 in the Office of the Napa County Recorder; thence S08°41'22"E along said eastern line 65.93 feet to the southeast corner of said parcel; thence S61°04'46"W along the southern line of said parcel, 36.24 feet; thence S8°35'53"E 115.44 feet to the beginning of a curve concave to the west having a radius of 1000.00 feet; thence southerly along said curve through a central angle of 13°38'08" an arc length of 237.99 feet; thence S05°02'15"W 494.58 feet to the beginning of a curve concave to the northwest having a radius of 475.00 feet; thence southerly along said curve through a central angle of 51°02'54" an arc length of 423.21 feet; thence S56°05'09"W 312.76 feet to the northeastern line of the Napa Valley Branch of the Southern Pacific Railroad and/or the San Francisco, Napa and Calistoga Railway; thence S27°45'25"E along the northeastern line of said railway 282.16 feet to the south line of the 397.75 acre tract of land described as Parcel One in the Deed to Louis Gonsalves, et ux, recorded July 13, 1944 in Book 211 at Page 476 of Official Records of Napa County; thence east along the south line of said 397.75 acre parcel of land to the southwestern corner of the parcel of land described in the Deed to Ray L. Welch, et ux, recorded December 7, 1953 in Book 428 at page 398 of Official Records of Napa County; thence along the western line of the land of said Welch, N00°36'30"E 582.14 feet to the southwestern corner of the 2.5 acre parcel of land described in the Deed to Arthur C. Pollard, et ux, recorded June 23, 1947 in Book 271 at page 168 of Official Records of Napa County; thence along the western line of the Land of Pollard, N28°36'W 124.4 feet and N17°04'E 302.3 feet to the southwestern corner of the 3.54 acre parcel of land described in the Deed to James K. Pendery, et ux, recorded November 13, 1947 in Book 278 at page 403 of Official Records of Napa County; thence along the western line of the lands of said Pendery N00°36'E 468.30 feet, more or less, to the southeastern corner of the 1 acre parcel of land described in the Deed to William Gonsalves, et ux, recorded November 13, 1961 in Book 640 at page 583 of Official Records of Napa County; thence along the southern line of the land of said Gonsalves, N89°24'W 208 feet to the southwestern corner thereof; thence along the western line of said land N00°36'E, 208 feet to the northwestern corner thereof; thence along the northern line of said land S89°24'E 208 feet to the northeastern corner thereof, said corner also being the northwestern corner of the land of James K. Pendery, above referred to; thence along the northern line of the land of said Pendery S89°24'E, 203.76 feet, more or less, to the point of beginning.

APN 057-090-076

Commencing at the southeasterly corner of the lands of the South Napa Waste Management Authority (S.N.W.M.A.) Exhibit "A" recorded November 19, 1993 as Instrument Number 1993-037831 in the office of the Napa County Recorder and shown on the Record of Survey of a portion of the lands of South Napa Waste Management Authority (S.N.W.M.A.) recorded February 25, 1997 in Book 31 of Surveys at Pages 8-10 in the office of the Napa County Recorder; thence South  $61^{\circ} 04' 46''$ , 36.24 feet to the TRUE POINT OF BEGINNING; thence from said true point of beginning South  $08^{\circ} 35' 53''$  East 115.44 feet to the beginning of a curve concave to the west having a radius of 1000.00 feet; thence southerly along said curve through a central angle of  $13^{\circ} 38' 08''$  an arc length of 237.99 feet; thence South  $05^{\circ} 02' 15''$  West 494.58 feet to the beginning of a curve concave to the northwest having a radius of 475.00 feet; thence southerly along said curve through a central angle of South  $51^{\circ} 02' 54''$  an arch length of 423.21 feet; thence South  $56^{\circ} 05' 09''$  West to the northeastern line of the Napa Valley Branch of the Southern Pacific Railroad and/or the San Francisco, Napa and Calistoga Railway; thence northwest along the northeastern line of the Napa Valley Branch of the Southern Pacific Railroad and/or the San Francisco, Napa and Calistoga Railway to the southerly corner of the said South Napa Waste Management Authority parcel; thence northeasterly along the southeasterly boundary of the South Napa Waste Management Authority to the TRUE POINT OF BEGINNING.

APN 057-090-075

**EXHIBIT B**

Legal Description of Headwaters Parcel

Beginning at the intersection of the south line of the land described in the Deed to the County of Napa recorded December 31, 1986 in Book 1489 at page 213 in the office of the Napa County Recorder and the southwest line of the Napa Valley Branch of the Southern Pacific Railroad and/or the San Francisco, Napa, and, Calistoga Railway; thence South 75°30'04"West along the south line of the said lands of Napa County 4509.24 feet to the southwest corner of said lands of Napa County, said corner also being a point on the western line of the Lands of Louis Gonsalves described as Parcel One in the deed to Louis Gonsalves, et ux, recorded July 13, 1944 in Book 211 at page 476 of official records of Napa County; thence southerly along the western line of said land to the southwestern corner thereof, thence east along the south line of said 397.75 acre parcel of land to the southwestern line said Railway; thence northwesterly along the southwestern line of said Railway to the Point of Beginning.

APN 057-090-069

## EXHIBIT C

### Legal Description of Atkins Parcel

Commencing at the Southeastern corner of the 140.04 acre tract of land described in the Deed to Steve O. Atkins, et al, recorded January 4, 1954, in book 430, Page 186 Official Records of Napa County, running thence South 87 degrees 54 minutes 30 seconds West, along the Southern line of said tract, 859.82 feet to the Northeastern Right of Way line of the Santa Rosa Branch of the Southern Pacific Railroad; thence North 68 degrees 44 minutes 48 seconds West, along said Northeastern line, 90.77 feet to the most Southerly corner of that certain 52.95 acre tract of land described in the Deed to County of Napa recorded August 16, 1956, in book 521 of Official Records at page 292; thence along the Easterly line of said 52.95 acre tract of land, North 21 degrees 38 minutes East 1919.15 feet to the most Northerly corner of said 52.95 acre tract; being a point in the Southern line of the Napa County Airport as described in the Judgment of Condemnation recorded April 12, 1944 in book 208, page 364, Official Records of Napa County; thence North 76 degrees 08 minutes 23 seconds East along said Southern line, 281.89 feet to the Northeastern corner of the 140.04 acre tract above referred to; thence South 1 degree 03 minutes 57 seconds West, along the Eastern line of said tract, 1859.55 feet to the point of commencement.

Excepting from said Parcel One an undivided 1/2 interest in and to all of the oil, gas and other minerals and mineral rights of whatsoever nature, as granted to Charles I. Joens, et ux, in Deed recorded March 17, 1967, in book 762 of Official Records, at page 759, Napa County Records.

APN 057-040-007

## EXHIBIT D

### Legal Description - Proposed Urban Limit Line for American Canyon, CA

#### AREA #1:

A portion of Township 4 North, Range 3, 4, and 5 West, Mount Diablo Base and Meridian (and also being shown on the attached plat entitled "Plat of Description - Proposed American Canyon, CA. Urban Limit Line" attached hereto, for illustrative purposes only, as EXHIBIT "D-1"), more particularly described as follows:

BEGINNING at a t-bar and tag stamped "R.C.E. 6250", marking the westernmost corner of Parcel B-1, as shown on the map entitled "Survey and Division of the Madigan Ranch in Napa County and Solano County, California", filed December 17, 1971 in Book 3 of Parcel Maps at Page 67-68 in the office of the County Recorder of Napa County, California, all further references to filing or recording being made to said Napa County Recorder unless otherwise stated for purposes of this description; said Point of Beginning being a point on the Napa - Solano County line; thence westerly along said Napa - Solano County line 9460± feet to the southwest corner of Parcel A as shown on the map entitled "Final Map of Napa Meadows Unit 8" filed July 27, 2000 in Book 22 of Record Maps at Page 10-15 in the office of the County Recorder of Napa County, California; thence northerly along the extended westerly line of Parcels A, C & B as shown on said "Final Map of Napa Meadows Unit 8" 1900± feet to the southeast corner of the lands known as "Napa Meadows Unit 7" as shown on the map entitled "Final Map of Napa Meadows Unit 7" filed October 26, 2000 in Book 22 of Record Maps at Page 27-33 in the office of the County Recorder of Napa County, California; thence westerly and northwesterly along the southerly and extended westerly lines of said "Napa Meadows Unit 7" to a t-bar and tag stamped "R.C.E. 6250" at the easterly terminus of a line labeled "N87°45'00"W 187.83'" marking a point on the easterly line of the lands of Pauline Burastero, et al, as shown on the map entitled "Record of Survey of the lands of American Canyon Sanitary Land Fill Co., Inc., and the lands of Pauline Burastero, et al" filed May 31, 1974 in Book 18 of Surveys at Page 71; thence westerly, northerly and westerly along the lines of said lands of Pauline Burastero, et al 9700± feet to a ¾" iron pipe stamped "R.C.E. 3389" marking the northwest corner thereof, said point being also the southwest corner of the 58.49 acre parcel of land described in the Judgment and Final Order of Condemnation filed February 15, 2006 and recorded as Document No. 2006-0005485; thence northerly and easterly along the lines of said 58.49 acre parcel of land 2016± feet to a ¾" iron pipe stamped "R.C.E. 11649" marking the southwest corner of Parcel 1 as shown on the map entitled "Parcel Map of the lands of Louis O. Wurz Jr., et al and Covenant Presbyterian Church of Napa" filed December 1, 1986 in Book 15 of Parcel Maps at Page 20; thence northerly along the westerly line of said Parcel 1, 2280± feet to the northwest corner thereof, said northwest corner being also the southwest corner of Parcel One as shown on the map entitled "Parcel Map of the Lands of Napa Mill Development Company..." filed October 12, 2006 in Book 25 of Parcel Maps at Page 29-32; thence northerly along the West line of said Parcel One 575± feet to the southerly right of way line of Green Island Road; thence westerly along said southerly right of way line of Green Island Road 1510± feet to the intersection with the extended westerly line of the lands of All Technical Engineering & Construction, Inc, as shown on the map entitled "Record of Survey of the lands of All Technical Engineering & Construction, Inc.", filed October 6, 1978 in Book 20 of Surveys at Page 88; thence northerly along the extended westerly line of said lands of All Technical Engineering & Construction, Inc. 1820± feet to the southerly line of the lands described in the Grant Deed filed October 11, 2005 and recorded as Document No. 2005-0041461; thence northwesterly and northeasterly along said lands 2010± feet to the northwest corner thereof; thence northeasterly along the northerly line of said lands 282± feet to the northeast corner thereof; thence southerly along the easterly line of said lands 545± feet to the northwest corner of the lands described in the Grant Deed filed September 7, 2006 and recorded as Document No. 2006-0031319; thence northeasterly along the northerly line of said lands 4510± feet to the northeastern corner thereof; said

corner being a point on the southwesterly right of way line of the Napa Valley Branch of the Southern Pacific Railroad right of way; thence southeasterly along said southwesterly right of way line 1510± feet to the intersection with the extended southerly line of the lands of S.N.W.M.A. as shown on the map entitled "Record of Survey of South Napa Waste Management Authority..." filed February 25, 1997 in Book 31 of Surveys at Page 8-10; thence northeasterly along said southerly line 1250± feet to the southerly right of way line of Kelly Road South, as shown on the same map entitled "Record of Survey of South Napa Waste Management Authority..."; thence northeasterly along said southerly right of way line 850± feet to the westerly right of way line of State Highway 29; thence southerly along said westerly right of way line 350± feet to the northeast corner of the lands described in the Grant Deed filed August 16, 2007 and recorded as Document No. 2006-0028706; thence westerly along the northerly line of said lands 225± feet to the northwestern corner thereof; said northwestern corner being also the northeastern corner of the lands described in the Grant Deed filed November 13, 1961 and recorded in Book 640 at Page 583; thence westerly along the northerly line of said lands 208± feet to the northwestern corner thereof; thence southerly 208± feet to the southwesterly corner thereof; thence easterly 208± feet to the southeasterly corner thereof, said southeasterly corner being also a point on the westerly line of the aforementioned lands described in the Grant Deed filed August 16, 2007 and recorded as Document No. 2006-0028706; thence southerly along said westerly line 468± feet to the southwestern corner thereof; thence easterly along the extended southerly line of said lands 380± feet to a point on the easterly right of way line of State Highway 29, said easterly right of way line of State Highway 29 being also the westerly line of Parcel C as shown on the map entitled "Parcel Map of the lands of Security Owners Corporation..." filed August 24, 1995 in Book 21 of Parcel Maps at Page 50-51; thence southerly along said westerly line of Parcel C 3460± feet to the southwestern corner thereof; thence easterly along the southerly line of said Parcel C 2500± feet to the southeastern corner thereof, said southeastern corner being also a point on the westerly line of Parcel One as described in the Corporation Grant Deed filed December 31, 1997 and recorded as Document No. 1997-031470; thence northerly along said westerly line 375± feet to the northwestern corner thereof; thence easterly along the northerly line of said Parcel One 1678± feet to the northeastern corner thereof; thence southerly along the extended easterly line of said Parcel One 3580± feet to the a point on the northerly line of the lands of John D. & Lorraine D. Cantoni as shown on the map entitled "Record of Survey of the lands of John D. & Lorraine D. Cantoni" filed April 23, 1980 in Book 21 of Surveys at Page 69; thence leaving said northerly line 2200± feet to a nail and tag stamped "R.C.E. 15390" in a corner post at the northerly terminus of a line labeled "N40°13'46"E 2463.39'" on said map; thence southwesterly along the last mentioned line 1300± feet to the point of intersection with the northerly extension of the line labeled "N9°56'50"W 1007.63'" shown on the map entitled "Record of Survey of the lands of Amcan Land Holdings Inc..." filed February 18, 1999 in Book 32 of Surveys at Page 34; thence southerly along said extended line labeled "N9°56'50"W 1007.63'" 3460± feet to the southerly terminus thereof, said line terminus being also a point on the easterly line of Parcel One as described in the Grant Deed filed January 25, 2007 and recorded as Document No. 2007-0002762; thence southeasterly along said easterly line 2600± feet to a point on the southerly line of said Parcel One, said point being also the northwest corner of the lands of Palm, marked by a ½" rebar and tag stamped "L.S. 4510" as shown on the map entitled "Parcel Map of the lands of a portion of the lands of Mary C. Avilla" filed December 10, 1986 in Book 15 of Parcel Maps at Page 23-24; thence southerly along the extended westerly line of said lands of Palm 350± feet to the southerly right of way line of American Canyon Road; thence westerly along said southerly right of way line of American Canyon Road 170± feet to a t-bar and tag stamped "R.C.E. 6250", marking the northeastern corner of Parcel B, as shown on the map entitled "Survey and Division of the Madigan Ranch in Napa County and Solano County, California", filed December 17, 1971 in Book 3 of Parcel Maps at Page 67-68; thence southwesterly, northeasterly, southerly and southwesterly along the eastern line of said Parcel B 5100± feet to a t-bar and tag stamped "R.C.E. 6250", marking the westernmost corner of Parcel B-1 as shown on said map entitled "Survey and Division of the Madigan Ranch in Napa County and Solano County, California", said point being the TRUE POINT OF BEGINNING.

AREA #2 :

BEING that 62.779 acre parcel designated "American Canyon County Water District" as shown on the map entitled "Record of Survey of the lands of American Canyon Sanitary Land Fill Co., Inc., and the lands of Pauline Burastero, et al" filed May 31, 1974 in Book 18 of Surveys at Page 71 in the office of the County Recorder at Napa County, California.

AREA #4 :

A portion of the lands of Pauline Burastero, et al as the same is shown on the map entitled "Record of Survey of the lands of American Canyon Land Fill Co. ...and of the lands of Pauline Burastero, et al" filed May 31, 1974 in Book 18 of Surveys at Page 71 in the office of the Recorder of Napa County, California, more particularly described as follows:

BEGINNING at a ¾" iron pipe tagged "R.C.E. 3389" marking the northeast corner of the lands of Pauline Burastero, et al as shown on the map entitled "Record of Survey of the lands of American Canyon Land Fill Co. ...and of the lands of Pauline Burastero, et al" filed May 31, 1974 in Book 18 of Surveys at Page 71 in the office of the Recorder of Napa County, California; thence along the northerly line of said lands of Burastero N 89°14'40" W 1318.94 feet to an angle point on said northerly line; thence leaving said northerly line S 3°46'32" E 790.22 feet to a point on the northerly right of way line of Eucalyptus Drive; thence along said northerly right of way line of Eucalyptus Drive S 89°46'10" E 1365.83 feet to the intersection of the northerly right of way line of Eucalyptus Drive with the easterly line of said lands of Burastero; thence along the easterly line of the lands of Burastero N 7°16'00" W 782.90 feet to the POINT OF BEGINNING.

## EXHIBIT E

### Water Conditions To Be Imposed On All Parcels (City Customers and Outside Customers) For Which New Water Service is Requested

The City of American Canyon ("City") may impose the conditions listed below on new water services for Outside Customers by including these conditions in the "will-serve" letters that the City provides to such Outside Customers, but only if the City also imposes the same conditions on all new water services for parcels with similar uses within the City's limits. The County shall include these same conditions in all new land use development permits for parcels within the Airport Industrial Area Specific Plan area.

1. **City Capacity Fees and Conditions of Approval for Water Service.** Capacity Fees charged for parcels within the City's Water Service Area shall be established by the City and will be periodically reviewed and updated. Capacity Fees (also known as Connection Fees) will be uniform throughout the Water Service Area, regardless of whether the parcel to which the fee applies is inside or outside the City's Limits. The Capacity Fee and any conditions on new water service will be determined based on the Water Supply Report, which shall contain the analysis described in Part II.C. of Exhibit "F" of this Agreement, and which will be consistent with the City's Zero Water Footprint Policy, adopted by the City on October 23, 2007.

2. **Cost of Water Service.** The cost of new water service shall be imposed through the capacity fees in the City's Ordinance 2007-09 or through new capacity fees approved by the County and enacted in a new City ordinance. However, if the Water Supply Report finds, consistent with the City's Zero Water Footprint Policy (see Exhibit F), that the City will have to obtain additional water supplies to meet "dry year" shortfalls, then the cost of water to meet such "dry year" shortfalls will be the sole responsibility of the Applicant. In determining whether or not such "dry year" shortfalls will occur, the City shall include in the base supplies available to the City during "dry years" the new water supplies that have been or will be included in the calculations used to set the City's Capacity Fees and water rates. The City will conclude that "dry year" shortfalls will occur only if such base supplies will not be adequate to meet anticipated "dry year" demands. The City may not impose any costs on the Applicant under this section to reimburse the City for any capital or operating costs that have been or will be included in the calculations used to set the City's Capacity Fees or water rates. The City may impose the additional costs described in the preceding sentence on Outside Customers only if the City also imposes such additional costs uniformly on City Customers.

3. **Maximum Allowable Water Use.** Water received from the City for use on parcels within the Airport Industrial Area Specific Plan area and on parcels with similar uses within the City's limits shall be limited to an average of 650 gallons of water per day per acre (measured monthly), and Applicants for new or increased City water service for all such parcels shall be required to demonstrate to the City while the City is preparing the Water Supply Report for the Applicant the maximum extent to which the Applicant can further reduce its water consumption by applying the following best management practices:

- No Flow or Low Flow Fixtures. These Applicants shall be required to install no flow or low flow water fixtures, and to implement other reasonable water conservation measures that are described in the City's Water Conservation Guidelines adopted in the City's Resolution No. 2008-08 or in new City water conservation guidelines approved by the County and adopted in a new City ordinance or resolution.
- Drought Tolerant Landscape & Irrigation with Recycled Water. These Applicants shall be required to use only drought tolerant landscaping, and they may only irrigate landscaped areas with recycled water, when it is available.
- Purple Pipe. These Applicants shall be required to dual plumb their buildings and install "purple pipe" in all landscape areas in anticipation of the availability of recycled water and shall use the recycled water when available.
- These Applicants shall follow the water conservation methods that are described in the Water Conservation Guidelines adopted in the City's Resolution No. 2008-08 or in new City water conservation guidelines approved by the County and adopted in a new City ordinance or resolution.

The City may apply the provisions of this Paragraph 3 to Applicants for new or increased City water service for parcels within the Airport Industrial Area Specific Plan area only if the City also uniformly applies these provisions to all Applicants for new or increased City water service for parcels with similar uses within the City's limits.

4. **Water Offsets.** Applicants for City water service for parcels within the Airport Industrial Area Specific Plan area and for parcels with similar uses within the City's limits that wish to use more than an average of 650 gallons of water per day per acre (measured monthly) shall offset the proposed water use over 650 gallons per day per acre (measured monthly) through the use of one or more options that are made available by the City to the Applicants. These options include, but are not limited to, retrofitting of existing residences with low flow fixtures, purchase of otherwise developable land as permanent open space, or acquisition of other water supply resources as provided for by a water supply analysis that follows the Zero Water Footprint Methodology described in Exhibit F. The City shall make all such options available uniformly to Applicant for City water service for parcels within the Airport Industrial Area Specific Plan area and for parcels with similar uses within the City's limits, and that seek such offsets.

5. **Drought Restrictions.** To the extent permitted by law, the City may curtail or ration the use of water provided by the City below the limit of 650 gallons per day per acre (measured monthly) in dry years through the imposition of drought restrictions that are uniformly applied throughout the City's Water Service Area.

## EXHIBIT F

### Zero Water Footprint and Water Supply Report Methodology

#### I. PURPOSE

To implement the Zero Water Footprint Policy adopted by the City Council on October 23, 2007. In this policy, "Zero Water Footprint" is defined as:

"No loss in reliability or increase in water rates for existing water service customers due to requested increased demand for water within the City's Water Service Area."

#### II. PROCEDURES

- A) Initial Request.** Applicants for all projects requiring additional water supplies from the City of American Canyon, either inside City limits or in the City's Water Service Area but outside of City limits, shall complete a water supply worksheet estimating average and peak use for indoor and outdoor uses and provide the completed worksheet to the City's Engineering Division.
- B) Evaluation of Water Footprint.** The Engineering Division shall evaluate the water footprint of the project, using the water supply worksheet provided by the Applicant, to determine whether a Water Supply Report is required. A Water Supply Report will not be required if the project meets the adopted Zero Water Footprint definition. This can be accomplished by projects with no additional water demand or by projects which offset increased water demand by off-site conservation measures.
- C) Water Supply Report.** A Water Supply Report shall be prepared for all projects that do not meet the adopted Zero Water Footprint definition. The Water Supply Report shall be prepared by the City of American Canyon at the cost of the project applicant. The Water Supply Report shall be substantially in the form of the report approved in the City's Resolution No. 2008-02, or in a new form approved by the County and approved by the City in a new resolution and shall include the following analysis:
- 1) Water service request
    - a) Description of project
    - b) Water service request
      - (i) Average Daily Demand
      - (ii) Peak Day Demand
    - c) Conservation Measures Included in Project
  - 2) Consistency
    - a) Urban Water Management Plan
    - b) Recycled Water Facilities Plan
    - c) Water Conservation Implementation Guidelines
  - 3) Water footprint
    - a) Zero Water Footprint Definition
    - b) Project's impact on reliability
    - c) Project's impact on rates

- d) Project's water footprint
- 4) Project's contribution
  - a) Capacity fee
  - b) Reimbursable improvements
- 5) Capital program status
  - a) Summary
  - b) System planning status
  - c) Water supply
    - (i) Water supply implementation status
    - (ii) Water supply alternatives
  - d) Water treatment
    - (i) Water treatment implementation status
    - (ii) Water treatment alternatives
  - e) Water storage, transmission, and distribution status
  - f) Water capital program financial status
- 6) Vineyards analysis
  - a) Vineyards decision
  - b) Facts with respect to solutions to water supply problems
  - c) Water supply over the life of the project
  - d) Impacts of likely future water sources
  - e) Possible replacement sources and their impacts
- 7) Recommended mitigations
  - a) Long term water mitigations
  - b) Short term water mitigations
- 8) Opportunities to reduce project's water footprint
  - a) On-site conservation opportunities
  - b) Off-site conservation opportunities

**D) Applicant Review of Water Supply Report.** The Water Supply Report, once approved by the City, will be furnished to the project applicant. If the applicant elects to revise the project to reduce the water footprint, the Water Supply Report may be revised at the applicant's cost.

**E) Water Will Serve Letter.** Water will-serve letters are required for projects outside of the Napa Valley Gateway project limits that are requesting increased water services from the City. The Napa Valley Gateway project is subject to the terms and conditions of a will-serve letter for the entire project agreed upon between the City of American Canyon and Charles Slutzkin of Napa Valley Gateway Limited in a will-serve letter agreement dated December 13, 2002. So long as the terms and conditions of that will-serve letter agreement are complied with, developments of parcels within the Napa Valley Gateway project limits will not require any Water Supply Report or additional will-serve letters.

## EXHIBIT G

### Appeal Procedure: Zero Water Footprint Methodology

1. **Grounds for Appeal- Conditions of Approval.** If the water service application is for a parcel outside the City's limits, then the City shall, within 30 days of receipt of such application, provide to the Applicant and the County any conditions of approval that the City proposes to impose on the parcel at least 90 days before imposing the conditions of approval.

Conditions of approval that result from the Water Supply Report and that the City proposes to include in a water service will-serve letter that will be issued by the City for a parcel outside of the City's limits may be appealed by an Applicant under the process described in Section 3 below.

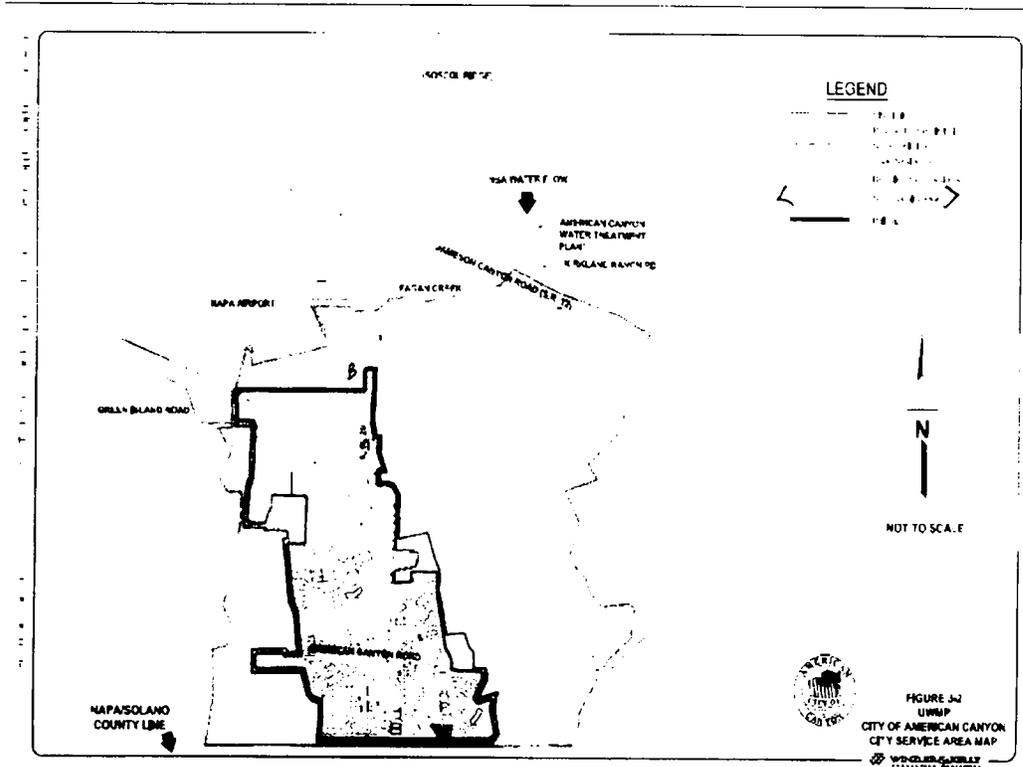
2. **Exceptions:** An appeal may not challenge water rates imposed by the City that are consistent with *Hansen v. City of San Buenaventura* (1986) 42 Cal.3d 1172, and the City's Ordinance 2007-13. An appeal also may not challenge Capacity Fees that are set pursuant to the City's Ordinance 2007-09, or new capacity fees approved by the County and enacted in a new City ordinance.

3. **Appeal Process and Appeal Panel.** An appeal of water service conditions of approval that the City proposes for a parcel outside the City's limits may be filed within ninety (90) days after the proposed conditions are forwarded to the Applicant and the County for inclusion in a development permit. The appeal will be heard by the panel described in the following paragraph, and this panel will determine whether any of the conditions under appeal is inconsistent with any provision of this Agreement.

The Appeal Panel will be made up of one member selected by the County Executive Officer, one member selected by the City Manager and one member selected by the two appointed members. If the two appointed members cannot agree on the third member, the name of each candidate shall be placed in a hat to be drawn for selection. The decision of the Appeal Panel will be final, but subject to judicial review pursuant to Code of Civil Procedure section 1094.5. The reasonable cost of the Appeal Panel shall be borne by the Applicant.

# EXHIBIT H

## City's Water Service Area





Being a portion of that parcel of land conveyed to the Brown Trust by deed filed November 4, 1987 and recorded in Book 1547 of Official Records at Page 932 in the office of the Recorder of Napa County, California; being also a portion of Parcel "B" as shown on the Record of Survey filed February 24, 1960 and recorded in Book 5 of Surveys at Page 59 in the office of the Recorder of Napa County, California, and also shown on the "Plat of Description" attached hereto and made a part hereof by reference; more particularly described as follows:

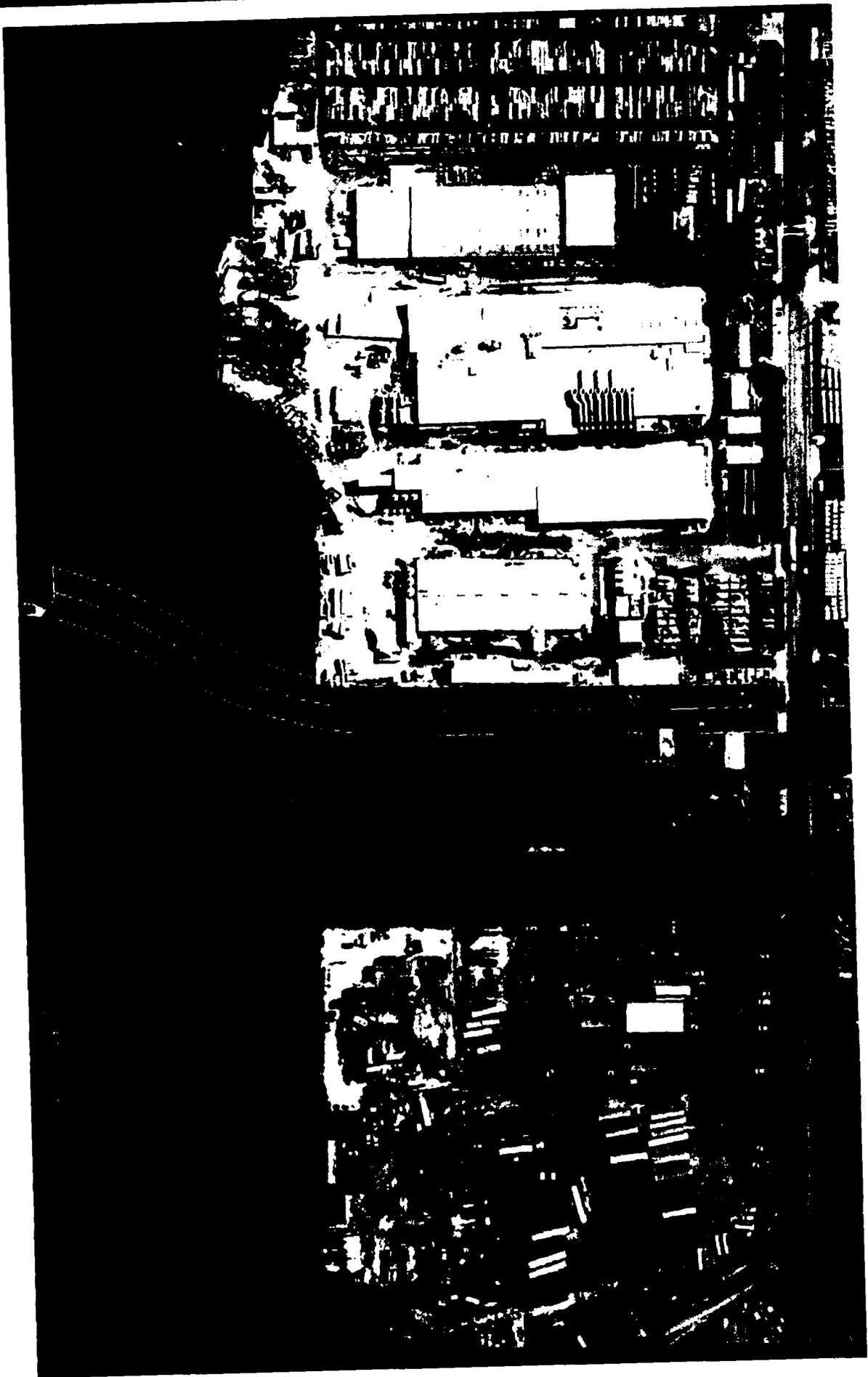
A STRIP OF LAND, 68 feet wide, the centerline of which is described as follows:

BEGINNING at a point on the northerly line of the aforementioned lands of Brown, said point being also the southerly terminus of the centerline of "Devlin Road", as shown on the Final Map filed February 19, 1999 and recorded in Book 21 of Record Maps at Page 30 - 33 in the office of the Recorder of Napa County, California; said point being also a point on a compound curve concave to the northwest having a radius of 585.00; thence southerly 182.85 feet along said curve through a central angle of  $17^{\circ}54'31''$  to the beginning of a reverse curve concave to the southeast having a radius of 585.00 feet and to which beginning a radial line bears  $N 55^{\circ}44'20'' W$ ; thence southerly 342.40 feet through a central angle of  $33^{\circ}32'04''$ ; thence leaving said curve along a line parallel to and 34 feet westerly of the easterly line of Parcel "B" as shown on the aforementioned Record of Survey filed February 24, 1960 and recorded in Book 5 of Surveys at Page 59 in the office of the Recorder of Napa County, California,  $S 00^{\circ}59'33'' W$  523.46 feet more or less to the northerly right of way line of Tower Road.

The sidelines of the above described 68 foot strip to be extended or shortened to terminate at the northerly line of that parcel of land conveyed to the Brown Trust by deed filed November 4, 1987 and recorded in Book 1547 of Official Records at Page 932 in the office of the Recorder of Napa County, California, and the northerly right of way line of Tower Road.

A portion of Napa County Assessor's Parcel Numbers 057-110-012, 023 & 070

Containing 70942 square feet or 1.63 Acres, more or less.



## EXHIBIT LIST

<b><u>EXHIBIT A</u></b>	Legal Description of Panattoni Parcel
<b><u>EXHIBIT B</u></b>	Legal Description of Headwaters Parcel
<b><u>EXHIBIT C</u></b>	Legal Description of Atkins Parcel
<b><u>EXHIBIT D</u></b>	Legal Description - Proposed Urban Limit Line for American Canyon, CA
<b><u>EXHIBIT E</u></b>	Water Conditions To Be Imposed On All Parcels (City Customers and Outside Customers) For Which New Water Service is Requested
<b><u>EXHIBIT F</u></b>	Zero Water Footprint and Water Supply Report Methodology
<b><u>EXHIBIT G</u></b>	Appeal Procedure: Zero Water Footprint Methodology
<b><u>EXHIBIT H</u></b>	City's Water Service Area
<b><u>EXHIBIT I</u></b>	Devlin Road Extension



**Local Agency Formation Commission**  
**LAFCO of Napa County**

1700 Second Street, Suite 268  
Napa, California 94559  
Telephone: (707) 259-8645  
Facsimile: (707) 251-1053  
<http://napa.lafco.ca.gov>

**December 6, 2010**  
**Agenda Item No. 7a (Action)**

November 29, 2010

**TO:** Local Agency Formation Commission

**FROM:** Keene Simonds, Executive Officer  
Brendon Freeman, Analyst

**SUBJECT: Proposed Reorganization to Annex the Town Center Site to the City American Canyon and American Canyon Fire Protection District**

The Commission will consider a joint proposal from the City of American Canyon and the American Canyon Fire Protection District to annex unincorporated territory designated under the City General Plan as Town Center. The affected territory represents one contiguous area totaling 315.3 acres. Staff recommends approval of the proposal with a modification to concurrently detach a significant portion of the affected territory from County Service Area No. 4. Standard approval conditions are also recommended with options to include special terms.

---

Local Agency Formation Commissions (LAFCOs) are responsible under California Government Code (G.C.) 56375 to approve, with or without modifications, city and special district boundary changes consistent with adopted written policies and procedures. The Commission is also authorized to establish conditions in approving boundary changes as long as they do not directly regulate land uses. Underlying the Commission's determination in reviewing boundary changes is to consider the logical and timely development of the affected agencies in context with local circumstances and needs.

**A. Summary**

***Proposal Description***

LAFCO of Napa County ("Commission") has received a joint proposal from the City American Canyon and the American Canyon Fire Protection District (ACFPD) to annex certain unincorporated territory designated under the City General Plan as "Town Center." The affected territory totals 315.3 contiguous acres and includes six entire parcels along with portions of three additional parcels. Nearly half (160 acres) of the affected territory already lies within ACFPD; the remaining half is being proposed for annexation as part of this proposal. The affected territory is uninhabited and all subject landowners have provided their written consent to the annexation.

---

Juliana Inman, Chair  
Councilmember, City of Napa

Lewis Chilton, Commissioner  
Councilmember, Town of Yountville

Joan Bennett, Alternate Commissioner  
Councilmember, City of American Canyon

Bill Dodd, Vice Chair  
County of Napa Supervisor, 4th District

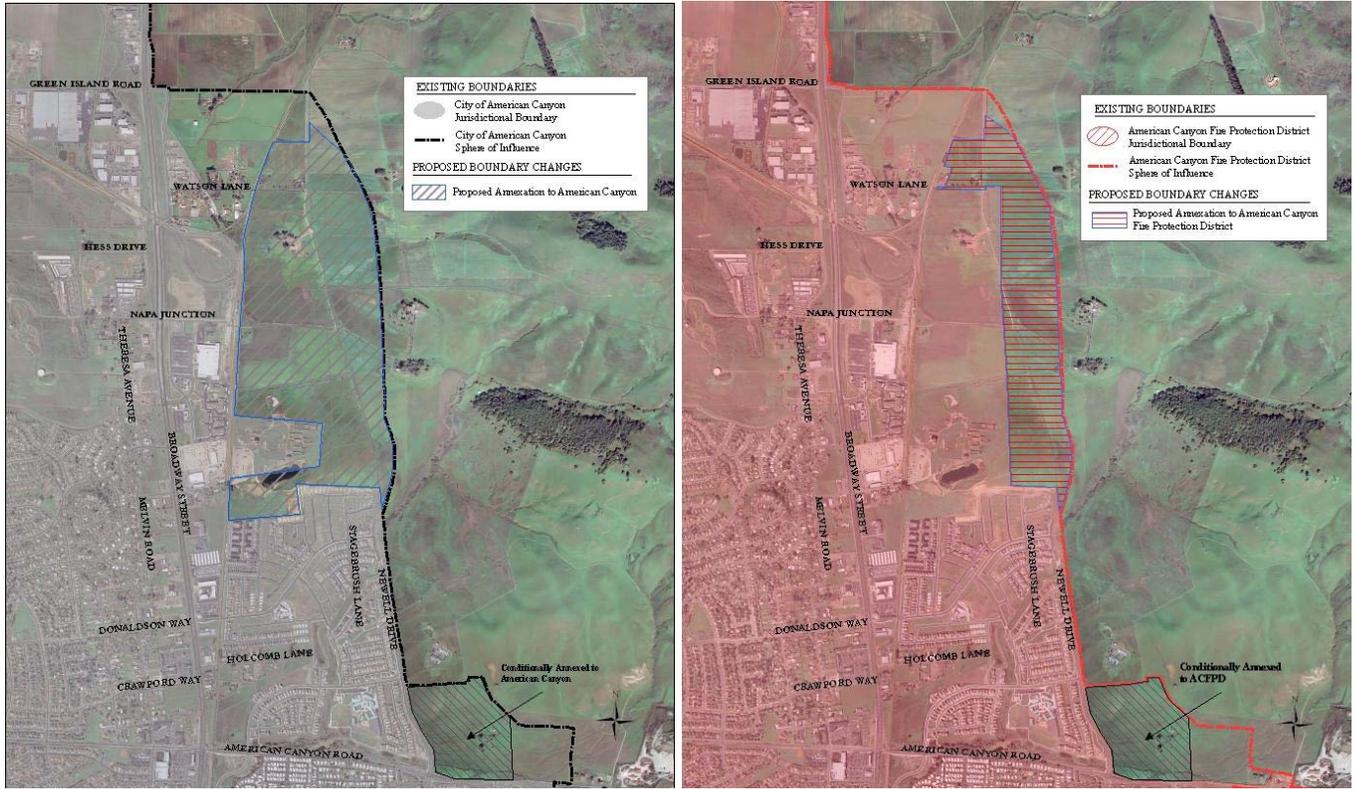
Brad Wagenknecht, Commissioner  
County of Napa Supervisor, 1st District

Mark Luce, Alternate Commissioner  
County of Napa Supervisor, 2nd District

Brian J. Kelly, Commissioner  
Representative of the General Public

Gregory Rodeno, Alternate Commissioner  
Representative of the General Public

Keene Simon<sup>de</sup>  
Executive Offi **61**



**Proposal Purpose**

The underlying purpose of the proposal is to facilitate the future division and development of the affected territory under land use authority of American Canyon. No specific development projects exist at this time. However, in conjunction with filing the proposal, American Canyon has formally entered into a preannexation/development agreement with the principal landowner, Jamcan, LLC. This agreement specifies, among other issues, the affected territory shall be primarily developed for single-family and multi-family residential use with a not-to-exceed limit of 1,600 units.

**Proposal Review**

Staff recommends approval of the proposal with a discretionary modification to expand the scope of the action to include concurrently detaching nearly all of the affected territory from County Service Area (CSA) No. 4. The recommended action would be consistent with the Commission’s policies and practices in supporting the orderly growth and development of southeast region relative to local circumstances. Special approval terms are also identified for Commission consideration. A summary of key issues addressed in the review of the proposal follow.

- Concurrently annexing the affected territory to both American Canyon and ACFPD would coordinate the extension of public safety services consistent with the planned urban development of the affected territory. This type of reorganization is explicitly contemplated under Policy Determination V/D/2.

- It is appropriate to assume for purposes of assessing service impacts the affected territory will develop consistent with the preannexation/development agreement between American Canyon and the principal landowner, Jamcan, LLC. This would involve the majority of the affected territory – specifically 290 acres – developing into 1,600 residential units. It is also assumed the remainder would develop for a mix of urban uses ranging from retail to office space and produce a one-to-one service demand equivalent to residential uses.
- Concurrently detaching nearly all of the affected territory from CSA No. 4 is appropriate given the discontinuity between these lands’ current and planned uses paired with the role of the District in providing public farmworker housing services. Retaining the 2.1 acres belonging to Gary and Teri Clarke within CSA No. 4 is appropriate given the lands currently include a commercial vineyard.
- Expanding the annexation boundary for American Canyon to include an adjacent 75.3 acre unincorporated area to the west along Watson Lane lying in the City’s sphere of influence is not appropriate at this time. Annexation of this area appears premature given landowner opposition tied to uncertainties regarding the impact on maintaining legal non-conforming residential uses.
- Applying a special term to require American Canyon exercise its right to purchase additional annual water supply entitlements from Vallejo to address projected shortfalls has equal merits in terms of including or excluding from proposal approval. Staff believes either option (inclusion or exclusion) would be appropriate depending on Commissioner preferences.
- Applying a special term to require American Canyon complete lot-line adjustments to ensure the annexation boundary does not split legal or assessor lines is not recommended. This special term would be difficult for American Canyon to fulfill within LAFCO’s prescribed one year deadline and appears premature given the uncertainties regarding the exact boundaries of the future Newell Road extension; a key component of the proposal.

## **B. Discussion**

### ***Agency Profiles***

American Canyon provides a range of municipal services directly or through contracts with outside entities within its approximate 4.9 square mile jurisdictional boundary. This includes water, sewer, and law enforcement services. American Canyon’s current resident population is estimated at 16,836. The adopted operating budget is \$15.3 million and intended to cover all discretionary expenditures in 2010-11. American Canyon’s unreserved/undesignated fund balance totaled \$3.0 million as of July 1, 2010.

ACFPD directly provides fire protection, rescue, and emergency medical services within an approximate 6.0 square mile jurisdictional boundary. The jurisdictional boundary includes all of American Canyon and surrounding unincorporated lands extending as far north as Fagan Creek. The estimated resident service population is approximately

16,877. The adopted operating budget is \$4.2 million and intended to cover all discretionary expenditures in 2010-11. ACFPD's unreserved/undesignated fund balance totaled \$1.2 million as of July 1, 2010.

### ***Potential Proposal Modifications***

In reviewing the application materials, staff has identified two potential modifications to the proposal warranting discussion and consideration by the Commission given its policies and practices. The first potential modification identified involves concurrently detaching the majority of the affected territory from CSA No. 4. Staff recommends approving this modification. The second potential modification identified involves expanding the annexation boundary for American Canyon to include an additional 75.2 acres of contiguous unincorporated territory in the Watson Lane area to avoid creating a substantially surrounded island. Staff recommends against approving this modification. An expanded discussion on both potential modifications is provided below.

#### ***Modification One: Concurrent Detachment of the Majority of the Affected Territory from County Service Area No. 4 (Recommended)***

CSA No. 4 was formed in 2002 and includes all unincorporated territory along with certain incorporated territory located in the Cities of Calistoga, Napa, St. Helena, and Yountville. The intent and function of CSA No. 4 is to sponsor a voter-approved special assessment on all assessor parcels in its jurisdiction containing one acre or more of vineyards for the purpose of funding farmworker housing services. CSA law has historically included a provision requiring land be automatically detached from a CSA upon its annexation to a city unless waived by LAFCO based on specific findings. This automatic detachment provision was deleted effective January 1, 2009 as part of a comprehensive rewrite of CSA law. The legislative intent in deleting the provision is to broaden LAFCO's discretion in determining whether it believes land should be detached from a CSA upon annexation to a city.

With regards to this proposal, all nine parcels constituting the affected territory are in CSA No. 4, but only three parcels lie in the District's special assessment zone. These three parcels are identified by the County Assessor as 059-020-032 (Gary Clarke), 059-020-009 (Jamcan, LLC), and 059-020-030 (Jamcan, LLC). Only the first listed assessor parcel, however, currently has a bearing vineyard. The latter two assessor parcels' vineyards are either located on land lying outside the proposed annexation boundary or have been recently removed. Based on these circumstances, it would be appropriate for the Commission to modify the proposal to concurrently detach the entire affected territory with the exception of 059-020-032 from CSA No. 4. No objections have been raised concerning this modification.

***Modification Two: Expanding the Annexation Boundary for American Canyon to Include an Additional 75.2 Unincorporated Acres in the Watson Lane Area to Avoid Creating a Substantially Surrounded Island (Not Recommended)***

The annexation of the affected territory as proposed would create an approximate 75.2 acre unincorporated island in the Watson Lane area substantially surrounded by American Canyon.<sup>1</sup> Creating substantially surrounded unincorporated islands is not explicitly prohibited, but inconsistent with the Commission's legislative mandate to facilitate the sensible development of local agencies given the inherent service and governance inefficiencies they often perpetuate. Most notably, islands undermine public safety services by designating first-responders to incident sites based on jurisdiction and not proximity to available resources.

Previous outreach efforts to date suggest a substantial number of landowners in the Watson Lane area oppose annexation to American Canyon. This opposition is primarily attributed to concerns regarding property owner rights due to the prevalence of legal non-conforming residential uses in the area that conflicts with Napa County Airport Land Use Commission's policies and requirements. Expansion would trigger a protest hearing and likely result in the outright termination of annexation proceedings. With this in mind, LAFCO and American Canyon staffs agree extended and coordinated outreach efforts are needed to address the underlying concerns before proposing annexation to help eliminate or minimize opposition within the area.

**C. Analysis**

G.C. Section 56375 delegates LAFCOs the responsibility to approve or disapprove with or without amendment proposals for changes of organization consistent with its adopted written policies, procedures, and guidelines. LAFCOs are also authorized to establish conditions in approving proposals as long as they do not directly regulate land uses. Underlying LAFCOs' determination in approving or disapproving proposed changes of organization is to consider the logical and timely development of the affected agencies in context with statutory objectives and local circumstances.

***Required Factors for Review***

G.C. Section 56668 requires the Commission to consider certain factors anytime it reviews proposed changes of organization. No single factor is determinative. The purpose in considering these factors is to help inform the Commission in its decision-making process. An evaluation of these factors as it relates to the proposal follows.

- 1) Population and population density; land area and land use; per capita assessed valuation; topography, natural boundaries, and drainage basins; proximity to other populated areas; the likelihood of significant growth in the area, and in adjacent areas, during the next 10 years.**

---

<sup>1</sup> It is the Commission's policy to define "substantially surrounded" as it relates to an unincorporated island that is (a) within the city's sphere of influence and (b) contiguous to the city by no less than 66.7%. If approved, the proposal would create an unincorporated island within the Watson Lane area that is 76% surrounded by American Canyon.

The affected territory is 315.3 acres in size and predominantly undeveloped. Exceptions include two single-family residences located at 320 and 360 Watson Lane with a total population of four with one registered voter.<sup>2</sup> There is also a portion of a commercial vineyard located at 1250 Watson Lane. A constructed pond approximately one acre-foot in size also lies in the far south portion of the affected territory commonly referred to as the “horseshoe.” This pond was formerly utilized as part of a nearby rock quarry operation until its closure in the late 1970s. Total assessed value is \$3,508,532.<sup>3</sup>

Topography within the affected territory is relatively flat with the exception of a significant knoll at the southeast corner with an approximate 15% slope according to the application materials. There are no rivers, streams, or creeks. Drainage flows in a southwest direction and overlays two American Canyon-defined watershed boundaries: Rio Del Mar and North Slough.

It is reasonable to assume the proposal, if approved, would result in significant urban growth within the affected territory in the next 10 years. Urban development is contemplated under both American Canyon’s General Plan and Zoning Ordinance and recently memorialized as part of a preannexation agreement between the City and principal landowner (Jamcan, LLC). Significantly, the preannexation agreement anticipates the affected territory will predominantly be developed for residential uses and include up to 1,600 units, which would produce an estimated population of 4,776.<sup>4</sup> Other urban uses, such as retail, commercial, professional offices, and visitor serving facilities, are also contemplated, although no specific densities are known at this time.

No new significant urban growth is expected in adjacent lands regardless of proposal approval. Unincorporated lands to the north and east are both outside American Canyon’s sphere of influence and subject to the restrictive County land use policies. Unincorporated lands to the northwest lie within American Canyon’s sphere of influence, but are designated and rezoned by the City for low-density uses. Incorporated lands to the southwest and south are built-out.

**2) The need for organized community services; the present cost and adequacy of governmental services and controls in the area; probable future needs for those services and controls; probable effect of the proposed incorporation, formation, annexation, or exclusion and of alternative courses of action on the cost and adequacy of services and controls in the area and adjacent areas.**

---

<sup>2</sup> The lone registered voter resides at 360 Watson Lane. There are additional residents and registered voters associated with parcels tied to the proposed annexation. Only portions of these parcels, however, are proposed for annexation. The single-family residences on these parcels lie outside the proposed annexation boundary and therefore their registered voters do not apply to the overall tally.

<sup>3</sup> This amount reflects a revised calculation by the applicant and applies only to the portions of the nine parcels proposed for annexation.

<sup>4</sup> Population estimate based on applying a factor of 2.985 persons per household consistent with recent demographic projections as issued by the California Department of Finance for American Canyon.

The present need for organized public services within the affected territory is limited given the majority of the lands are undeveloped. Further, the organized public services that are currently available are generally considered basic. This includes a basic level of law enforcement directly provided by the County vector control, soil conservation, and flood control services indirectly provided by several countywide special districts. An elevated level of fire protection from ACFPD is available to approximately one-half of the affected territory as a result of an earlier annexation to the District.<sup>5</sup> American Canyon, as successor agency to the American Canyon County Water District (ACCWD), also provides potable water service to the two single-family residences located off of Watson Lane.

The future need for organized public services in the affected territory extending beyond the current baseline would *only* be triggered if the proposal is approved given the County's restrictive land use policies for the lands (emphasis added). Specifically, if the proposal is approved, there would be an impending need for elevated organized public services throughout the affected territory to accommodate the planned and expected urban intensification of uses to include, most notably, the aforementioned 1,600 residential units. For purposes of this review, staff assumes all 1,600 residential units would be developed within 90% of the affected territory; a ratio reflecting the remaining 10% is ineligible for residential use due to the restrictions of the Napa County Airport Land Use Commission. It is also assumed the remaining 10% would be developed to include a mix of urban uses ranging from retail to office space and produce a one-to-one service demand equivalent to residential uses. This latter assumption provides a conservative approach in measuring demands in the remaining 10% in the absence of specific land use and density standards.

With the preceding assumptions incorporated, a review of projected demands for the affected territory at the time of its development indicate American Canyon and ACFPD – as the principal public service providers – have sufficient capacities and controls to reasonably accommodate future needs. This statement is predicated on information collected and analyzed in the Commission's recent municipal service review on the southeast county region and supplemented by the application materials. An expanded review of the availability and capacity of American Canyon and ACFPD to provide core governmental services – law enforcement, fire protection, water, and sewer – to the affected territory relative to expected needs follows.

### **Law Enforcement**

American Canyon would assume full law enforcement service responsibilities for the affected territory from the County upon proposal approval with the City's police administrative/operation facility located less than one mile away. American Canyon already serves as a second-responder to the affected territory as part a mutual aid agreement with the County. American Canyon's

---

<sup>5</sup> The remaining portion of the affected territory lying outside ACFPD receives a basic level of fire protection from the County with its closest facility located off of Airport Road west of Highway 29 (Greenwood Ranch Station).

police department comprises contracted sworn officers from the County Sheriff and provides regular patrol, traffic enforcement, vehicle abatement, and criminal investigations. A lieutenant or captain with County Sheriff is mutually selected by the Sheriff-Coroner and City Council to serve as Police Chief. The current ratio of sworn officers for every 1,000 residents is 1.4.<sup>6</sup>

The Commission's recent municipal service review on the southeast county region noted American Canyon's average response time for all high-priority law enforcement calls was approximately two minutes from dispatch to arrival. This average response time satisfies American Canyon's five minute performance standard for all high-priority police calls established under the City General Plan. The municipal service review also noted annual reported crimes in American Canyon have slightly declined over the previous five years from 2,352 to 2,013 despite an approximate one-third increase in population. The municipal service review primarily attributed the decline in reported crimes to enhanced community policing practices, such as coordinating neighborhood watch programs.

In terms of assessing proposal impacts, information collected in the municipal service review does not identify any immediate deficiencies with respect to American Canyon's ability to respond to *high-priority calls* within the affected territory (emphasis added). This statement reflects the close proximity of American Canyon's police station and assumes the volume of calls (high-priority and low-priority) would increase incrementally over time as the affected territory is developed. It is reasonable to assume the majority of new demands tied to the affected territory would be generated by residential uses. It is also reasonable to assume additional police resources needed to accommodate new residential uses will be based on maintaining its current standard of 1.4 sworn officers per 1,000 residents. In order to maintain this standard, the residential buildout of the affected territory would necessitate American Canyon increase its sworn officers from its current total of 23 to 30. The estimated cost to fund one new sworn officer totals \$0.17 million based on current personnel expenditures and would be dependent on available discretionary revenues.

#### **Fire Protection and Emergency Medical**

ACFPD presently is responsible for providing fire protection and emergency medical services to approximately one-half of the affected territory located near the Watson Lane area. ACFPD would assume service responsibilities for the remaining half from the County upon proposal approval with its administrative/operation facility located less than one mile away. ACFPD is a subsidiary district of American Canyon with the City Council serving as *ex officio* District Board members. ACFPD comprises both paid and volunteer

---

<sup>6</sup> American Canyon's contract with the County provides the City Council flexibility to annually increase or decrease the number of sworn officers as needed.

firefighters and is licensed to administer basic life support, which consists of providing emergency first aid and cardiopulmonary resuscitation.<sup>7</sup> The current ratio of paid firefighters for every 1,000 residents within the jurisdictional boundary is 1.0.

The Commission's recent municipal service review on the southeast county region noted ACFPD's average response time for emergency calls as measured by dispatch to arrival averaged just over four minutes for incidents within its jurisdictional boundary. ACFPD also responded to all emergency calls within its jurisdiction within five minutes at a rate of 90%, which satisfies its adopted response standard. Of significance, the municipal service review noted ACFPD has been able to satisfy its adopted response time standard despite an approximate 10% increase in total emergency calls over the previous five years from 1,237 to 1,365.

No immediate deficiencies are identified through information collected in the municipal service review with respect to assessing ACFPD's ability to respond to emergency calls within its adopted response time standard to the affected territory. This statement reflects the close proximity of ACFPD's station and assumes the volume of emergency calls would incrementally increase over time as the affected territory is developed. It is reasonable to assume the majority of new demands tied to the affected territory would be generated by residential uses. It is also reasonable to assume additional firefighter resources needed to accommodate new residential uses will be based on maintaining ACFPD's current benchmark of 1.0 firefighter per 1,000 residents. Maintaining this benchmark relative to the residential buildout of the affected territory would necessitate ACFPD increase its paid firefighters from its current total of 17 to 22. The estimated cost to fund one new firefighter totals \$0.11 million based on current personnel expenditures and would be dependent on available discretionary revenues.

### **Water Service**

American Canyon would be responsible for providing water to the entire affected territory in support of its planned and expected urban development. American Canyon, as successor agency to ACCWD, already provides water service to two of the nine subject parcels comprising single-family residences. The remaining subject parcels are either dry or have established groundwater wells. In assessing current and future water service needs for the affected territory, it is assumed demands will be entirely dependent on potable supplies given non-potable supplies are not currently available to the site.<sup>8</sup> Specific

---

<sup>7</sup> ACFPD coordinates its emergency medical services with Piner Ambulance Service, which is contracted by the County to provide ambulatory services throughout the south county region.

<sup>8</sup> American Canyon has established a recycled water service program providing tertiary treated supplies for landscape irrigation. This program currently provides 100 acre-feet per year to one customer, Green Island Vineyards. It is expected the affected territory will receive recycled water as part of American Canyon's planned expansions, although no timetable currently exists.

analysis relating to the availability and adequacy of water service within the affected territory is summarized below.

### ***Supply and Demand***

---

American Canyon's contracted potable water supplies currently provide a reliable annual yield of 5,316 acre-feet under normal conditions.<sup>9</sup> The current annual demand recorded for 2009 and adjusted to account for conditionally approved annexations totals 4,242 acre-feet.<sup>10</sup> These existing demands result in an available surplus of 1,074 acre-feet. The adjusted peak day demand is 18.0 acre-feet.<sup>11</sup>

If the proposal is approved, and based on previously outlined assumptions, the affected territory's buildout under American Canyon would generate an additional annual water demand of 398.2 acre-feet under normal conditions.<sup>12</sup> This demand is approximately 100 acre-feet greater than the annual amount specifically contemplated for the "Town Center" project under American Canyon's Urban Water Management Plan (UWMP). The difference is directly attributed to the expansion of the Town Center project site following the UWMP publication. American Canyon notes the deintensification of planned development for the Oat Hill/Eucalyptus Grove area effectively covers the added demands tied to the Town Center project.<sup>13</sup> Buildout would also be expected to increase American Canyon's peak day demand from 18.0 to 19.7 acre-feet.<sup>14</sup>

As outlined in the preceding paragraphs, American Canyon's existing water supplies are sufficient to accommodate projected demands within the affected territory at its expected buildout under normal conditions. The additional demands, however, would intensify American Canyon's existing supply shortfall to (1,118) acre-feet and (601) acre-feet under single dry and multiple dry years, respectively, as summarized below.<sup>15</sup>

---

<sup>9</sup> American Canyon contracts for annual water supplies with Napa County Flood Control and Water Conservation District and City of Vallejo. The reliable yield estimate assumes American Canyon will receive 70% of its entitlement through the State Water Project and 100% of its entitlement from Vallejo.

<sup>10</sup> The recorded total water demand for 2009 was 3,953 acre-feet. This amount has been adjusted to account for estimated water demands associated with recent annexation approvals that are expected to generate an additional annual water demand of 289 acre-feet.

<sup>11</sup> American Canyon's recorded peak day demand in 2009 was 16.8 acre-feet. This amount has been adjusted to account for additional demands associated with recent annexation approvals that are expected to raise the peak day demand from 16.8 to 18.0 acre-feet.

<sup>12</sup> Estimate projects a daily (a) residential use factor of 200 gallons per unit (1,600) and (b) non-residential use factor of 1,125 gallons per acre (31.5).

<sup>13</sup> The Oat Hill/Eucalyptus Grove area was previously planned for a mix urban-use project which would have included the construction of 1,300 to 1,600 residential units. This project was terminated in 2008. The development of the area has been subsequently parsed with the Eucalyptus Grove area now expected to be developed for private or public commercial recreational uses.

<sup>14</sup> Estimate incorporates a peak factor of 1.55 based on the difference between average and peak day demands in 2009.

<sup>15</sup> Existing and projected shortfalls during single dry and multiple dry years incorporate delivery estimates prepared by the Department of Water Resources for the State Water Project as of August 2010.

**Baseline Conditions**

(Amounts in Acre-Feet)

Category	Normal	Single Dry Year	Multiple Dry Year
Annual Supply	5,316	2,594	3,529
Annual Demand	4,242	3,394	3,775
	1,074	(800)	(246)

**Post-Annexation With Buildout of the Affected Territory**

(Amounts in Acre-Feet)

Category	Normal	Single Dry Year	Multiple Dry Year
Annual Supply	5,316	2,594	3,529
Annual Demand	4,640	3,712	4,130
	676	(1,118)	(601)

Supply Factors/Assumptions

- \* Normal supply assumes 70% of SWP entitlement and 100% of Vallejo entitlement
- \* Single dry year supply assumes 7% of SWP entitlement and 100% of Vallejo entitlement
- \* Multiple dry year supply assumes 34% of SWP entitlement and 100% of Vallejo entitlement  
 (SWP entitlement assumptions based on DWR 2009 Reliability Report)

Demand Factors/Assumptions

- \* Normal reflects current demand adjusted to incorporate recent conditionally approved annexations
- \* Single dry year demand reflects a 20% overall reduction
- \* Multiple dry year demand reflects a 11% overall reduction  
 (Demand reductions based on American Canyon's UWMP 2005 Report)

With regards to immediate steps to address the supply shortfall, American Canyon has recently established a four-tiered conservation plan to further reduce demands during dry years through volunteer and mandatory measures. American Canyon's application materials also believe the extent of the shortfall during single dry years will be measurably diminished and eliminated during multiple dry years based on forecasting an overall 20% decline in demands due to declining consumption rates. This latter assumption appears reasonable, but dependent on several external and unknown factors relative to the review of this proposal.

In terms of long-term steps to address the supply shortfall, American Canyon is authorized to purchase additional annual entitlements from Vallejo through 2021 totaling 1,855 acre-feet. This additional entitlement is available in three incremental purchases beginning with 723 acre-feet by May 2011.<sup>16</sup> Notably, exercising this initial increment purchase would entirely mitigate the projected shortfall calculated by staff under multiple dry year conditions while addressing three-fifths of the projected shortfall under single dry year conditions.

<sup>16</sup> Subsequent annual supply entitlement purchases from Vallejo would be available to American Canyon in the amount of 566 acre-feet by May 2016 and 566 acre-feet by May 2021.

**Treatment and Storage**

American Canyon is responsible for treating three-fourths of its contracted water supplies at its treatment facility located off of Jamieson Canyon Road. (The remaining one-fourth amount is pre-treated by Vallejo.) The treatment facility was recently upgraded and is capable of treating up to 16.8 acre-feet of water daily. Treated water enters and pressurizes American Canyon’s distribution system by collecting within one of four reservoir tanks with a combined storage capacity of 14.4 acre-feet.

American Canyon’s treatment and storage capacities are sufficient in independently meeting current and projected average day water demands at buildout of the affected territory. These capacities, however, are insufficient in meeting American Canyon’s current peak day demand of 18.0 acre-feet, which is expected to increase to 19.7 acre-feet with the buildout of the affected territory. Storage shortfalls are expected to be addressed with the budgeted construction of a new 2.0 million gallon steel storage tank to be located adjacent to the American Canyon High School property. Construction of the new storage tank will increase American Canyon’s available storage capacity to 20.5 acre-feet; an amount that will satisfy the City’s projected peak day demands upon buildout of the affected territory. American Canyon anticipates completing construction of the new storage tank no later than 2014. The following table summarizes current and post-annexation demands relative to American Canyon’s treatment and storage capacities.

**Baseline Conditions**  
 (Amounts in Acre-Feet)

Treatment Capacity	Storage Capacity	Average Day Demand	Peak Day Demand
16.8	14.4	11.6	18.0

**Post-Annexation with Buildout of the Affected Territory**  
 (Amounts in Acre-Feet)

Treatment Capacity	Storage Capacity	Average Day Demand	Peak Day Demand
16.8	20.5	12.7	19.7

\* Storage capacity assumes American Canyon will complete construction on a new 2.0 million gallon storage tank by buildout of the affected territory.

**Sewer Service**

American Canyon would be responsible for providing sewer to the entire affected territory in support of its planned and expected urban development. All nine subject parcels are currently dry or on septic systems. Specific analysis relating to the availability and adequacy of sewer service in the affected territory is summarized below.

***Collection and Treatment***

American Canyon’s collection system is divided between three distinct basins covering the central, west, and northern portions of American Canyon’s service area. Sewage collected in the central basin is primarily generated from residential users and represents approximately four-fifths of the total average demand. The remaining amount is generated by commercial and industrial users in the western and northern basins. Each basin includes its own pump station and conveys raw sewage to American Canyon’s wastewater treatment facility located at the western terminus of Eucalyptus Drive northwest of the Eucalyptus Grove property.

American Canyon recently upgraded its wastewater treatment facility to accommodate average dry weather flows of 2.5 million gallons and peak wet weather flows of 5.0 million gallons.<sup>17</sup> The current average dry and peak wet weather daily flows, which are adjusted to account for conditionally approved annexations, are estimated to be 1.7 and 4.3 million gallons, respectively.<sup>18</sup> These current amounts represent 68% and 85% of the treatment plant’s design capacities.

Projected dry weather and peak wet weather flows tied to the buildout of the affected territory can be adequately accommodated through American Canyon’s existing wastewater collection and treatment capacities. Specifically, the affected territory’s buildout will leave American Canyon’s collection and treatment system with available daily dry weather and peak wet weather capacities of 0.52 and 0.39 million gallons, respectively, as summarized below.

**Baseline Conditions**

(Amounts in Million Gallons Per Day)

***Average Dry Weather***

***Peak Wet Weather***

Total Capacity	Total Demand	Available Capacity
2.50	1.70	0.80

Total Capacity	Total Demand	Available Capacity
5.00	4.25	0.75

**Annexation With Buildout of the Affected Territory**

(Amounts in Million Gallons Per Day)

***Average Dry Weather***

***Peak Wet Weather***

Total Capacity	Total Demand	Available Capacity
2.50	1.98	0.52

Total Capacity	Total Demand	Available Capacity
5.00	4.61	0.39

<sup>17</sup> American Canyon also has an approximate 5.0 million gallon adjacent earthen basin to temporarily store excessive flows before returning for treatment.

<sup>18</sup> The current wet weather peaking factor is 2.5 and is attributed to high inflow/infiltration in the western and northern basins due to aging infrastructure. Staff has reduced the wet weather peaking factor for the buildout of the affected territory to 1.25 given the site would be served by new collection infrastructure.

### ***Discharge***

American Canyon pumps treated wastewater into adjacent earthen storage basins with a combined capacity of 6.0 million gallons to complete the chlorination and suspension process prior to discharge. American Canyon is authorized by the California State Water Resources Control Board to discharge finished tertiary wastewater into the Napa River through the North Slough between November 1<sup>st</sup> and April 30<sup>th</sup>. American Canyon discharges finished tertiary wastewater during the remainder of the year into adjacent wetlands owned by the City. This dry-season discharge effectively provides American Canyon with unlimited *disposal capacity* and is part of a long-term effort to restore the adjacent wetlands given their prior use as salt ponds (emphasis added).

### **3) The effect of the proposed action and of alternative actions, on adjacent areas, on mutual social and economic interests, and on the local governmental structure of the county.**

The proposal would recognize and strengthen economic and social ties existing between the affected territory and American Canyon. These ties, which also apply to ACFPD given its subsidiary status to American Canyon, were established in 1997 when the City included all nine subject parcels into its original urban limit line (ULL).<sup>19</sup> The addition of these parcels in the ULL marked a standing expectation the lands be eventually annexed and developed for a mix of urban-type uses and serve as a community anchor. This expectation is memorialized as Policy 1.19 in the American Canyon General Plan, which states:

*“Provide for the development of a Town Center that physically and functionally serves as the symbolic and identifiable focus of community activities and events for American Canyon and which is a regional destination within Napa Valley.”*

The Commission has also recognized and strengthened these ties in adding the subject parcels proposed for annexation to American Canyon and ACFPD’s spheres of influence as part of recent comprehensive updates.

With respect to the recommended modification detailed on page of four of the report, concurrently detaching the majority of the affected territory from CSA No. 4 supports mutual social and economic interests. Specifically, detaching the lands would recognize the discontinuity between their present and probable urban uses and the role of the CSA No. 4 in providing farmworker housing.

---

<sup>19</sup> All nine subject parcels were retained in the revised and reduced ULL adopted by American Canyon in 2008.

**4) The conformity of the proposal and its anticipated effects with both the adopted commission policies on providing planned, orderly, efficient patterns of urban development, and the policies set forth in G.C. Section 56377.**

The Commission has previously determined American Canyon is the logical land use and service provider for the affected territory by previously adding the lands to the City's sphere of influence. Adding these properties to the sphere of influence marked an explicit Commission determination that the future annexation and urban development of the lands represent an orderly extension of American Canyon relative to local needs and subject to timing considerations.

All of the affected territory qualifies as open-space given the lands' designation under the County General Plan. Further, a sizeable portion of the affected territory qualifies as prime agricultural land under LAFCO law.<sup>20</sup> This potential loss of prime agricultural land was previously contemplated by the Commission in adding the lands to the sphere of influence and is deemed acceptable given local conditions and circumstances.

**5) The effect of the proposal on maintaining the physical and economic integrity of agricultural lands, as defined by G.C. Section 56016.**

Close to one-half of the affected territory is enrolled in a Williamson Act contract and therefore qualifies as agricultural land under LAFCO law. Nearly this entire amount is tied to a Williamson Act contract (54488) that has been non-renewed and set to expire in March 2012. The remaining amount is tied to a Williamson Act contract (98086) that is under automatic renewal. American Canyon's application materials attest the City shall succeed to both contracts. This succession retains the status quo with respect to maintaining the subject lands' agricultural integrity upon proposal approval.

**6) The definiteness and certainty of the boundaries of the territory, the nonconformance of proposed boundaries with lines of assessment or ownership, the creation of islands or corridors of unincorporated territory, and other similar matters affecting the proposed boundaries.**

A map and description of the affected territory were prepared by American Canyon as part of its property tax agreement with the County. These documents provide reasonable assurances to the Commission with respect to identifying the definitiveness of the affected territory. Proposal approval would include a standard term requiring the applicants to prepare maps and geographic descriptions depicting the affected territory in conformance with the standards of the State Board of Equalization.

---

<sup>20</sup> G.C. Section 56064 defines prime agricultural land to mean any area that has not been developed other than for an agricultural use and meets certain criteria. This includes land that qualifies, if irrigated, for a Class I or II rating by the United States Department of Agriculture. Staff has confirmed approximately two-fifths of the affected territory comprises Class II soil (Clear Lake Clay).

Approval as proposed would create non-conformance with lines of assessment. This non-conformance relates to the proposed annexation of portions of three assessor parcels – which parallel legal lots – identified as 059-020-032, 059-020-029, and 059-030-003. American Canyon proposes the proportional annexation of these assessor parcels consistent with its designation and rezoning standards of *Town Center*; the remaining portions of the affected assessor parcels are designated and rezoned *Special Study*. A review of options to mitigate against creating a non-conforming annexation boundary with lines of assessment is provided on page 21 of this report.

Approval as proposed would also create under Commission policy an unincorporated island substantially surrounded by American Canyon. The potential island would lie west of the affected territory in the Watson Lane area and total 75 acres. Previous outreach efforts indicate a majority of landowners and residents oppose annexation. A review of options to mitigate against creating an unincorporated island is provided on page four of this report.

**7) Consistency with the city or county general plans, specific plans, and adopted regional transportation plan.**

The American Canyon General Plan designates the entire affected territory as *Town Center*. This designation contemplates a broad range of urban uses, including attached and detached single-family residential, visitor serving, retail commercial, professional offices, entertainment, and public facilities. The American Canyon General Plan specifies the location on land uses and density levels will be determined through the subsequent approval of one or more specific plans. American Canyon's designation contrasts with the County General Plan, which designates the affected territory as *Agriculture, Watershed, and Open Space* with the expectation the land be generally used for agriculture, processing of agricultural products, and single-family dwelling units on minimum lot sizes of 160 acres. In 2008, the County completed an update to its General Plan that, among other things, reconciled the referenced contrast to illustrate the entire affected area as part of American Canyon's revised ULL. This illustration reflects the County's expectation the entire affected area would be eventually developed for urban-type uses in American Canyon.

The Metropolitan Transportation Commission's regional transportation plan (RTP) was updated in April 2009 and outlines specific goals and objectives to direct public transportation infrastructure in the Bay Area through 2035. No specific projects are included in the RTP involving the affected territory. Accordingly, the proposal impact is neutral with respect to the RTP.

**8) The sphere of influence of any local agency applicable to the proposal.**

The affected territory was added to American Canyon and ACFPD's spheres of influence as part of comprehensive updates completed in June and August 2010, respectively. Both updates were adopted as part of noticed public hearings.

**9) The comments of any affected local agency or other public agency.**

On October 19, 2010, LAFCO staff circulated copies of the application materials submitted by American Canyon and ACFPD for review and comment to local governmental agencies, including the County, CSA No. 4, and the Napa Valley Unified School District. One written comment was received from County Conservation, Development, and Planning signed by Director Hillary Gitelman. The letter outlines the County's support for the proposal consistent with its 2008 agreement with American Canyon. The letter notes the agreement commits American Canyon to accept a portion of the County's Regional Housing Needs Allocation in the next two housing cycles in exchange for support for the annexation. A copy of the County's comment letter is attached.

**10) The ability of the newly formed or receiving entity to provide the services which are the subject of the application to the area, including the sufficiency of revenues for those services following the proposed boundary change.**

Information collected and analyzed in the Commission's recent municipal service review on the southeast county region indicates American Canyon and ACFPD have developed overall adequate financial resources and controls relative to their service commitments. Additional analysis provides reasonable assurances American Canyon and ACFPD's fiscal capacities would enable the agencies to extend services specifically to the affected territory consistent with the land use and density assumptions outlined on page seven of this report without significant adverse impacts. An expanded discussion on the financial resources and controls of the two agencies follows.

**American Canyon**

American Canyon's unreserved/undesignated balance in the General Fund at the beginning of the fiscal year totaled \$3.0 million and equals one-fifth of its adopted operating costs in 2010-2011.<sup>21</sup> This balance has been significantly reduced over the end of the last fiscal year by close to one-third due to budgeted operating shortfalls caused by declining property and sales tax revenues. At the time of budget adoption, American Canyon anticipated a (\$0.8 million) shortfall in operating costs, which would further reduce the City's unreserved/undesignated fund balance to \$2.2 million.

---

<sup>21</sup> American Canyon's adopted amended general fund expenses in 2010-2011 total \$16.4 million.

In order to help eliminate the structural imbalance within the General Fund, American Canyon has implemented a 36-month strategy to reduce discretionary expenses highlighted by eliminating nine full-time positions and instituting 15 staff furlough days. The strategy also assumed successful passage of an increase in the transient-occupancy tax from 10 to 12%. The tax increase was approved in November 2010 and is expected to generate an additional \$120,000 in discretionary revenues. A summary of American Canyon’s General Fund balance over the last five fiscal years follows.

**American Canyon’s General Fund Balance**

(Source: City of American Canyon)

Category	2005-06	2006-07	2007-08	2008-09	2009-10
Reserved	1.376	2.913	2.077	2.990	4.287
Unreserved/Designated	5.569	3.795	4.020	4.040	2.762
Unreserved/Undesignated	1.174	1.255	4.880	4.297	3.024
<i>Total</i>	<i>\$8.119</i>	<i>\$7.963</i>	<i>\$10.977</i>	<i>\$11.327</i>	<i>\$10.074</i>

*Dollars in Millions / Amounts as of July 1<sup>st</sup>*

Proposal approval and the anticipated buildout of the affected territory would have a measurable impact on American Canyon with respect to additional demands on the City’s discretionary revenues. It is reasonable to assume the additional demands on discretionary revenues would primarily involve funding additional law enforcement personnel for American Canyon to maintain a ratio of sworn officers to residents equal to current levels. As detailed on page eight of this report, the present-day cost to American Canyon to annually fund the seven new sworn officer positions needed to maintain the current police-to-resident ratio totals \$1.19 million. It is presumed three-fifths of this discretionary cost could be drawn from annual revenues generated from sales and property taxes directly tied to the residential buildout of the affected territory, which are expected to total \$0.74 million in present-day values.<sup>22</sup> It is also reasonable to assume the remaining two-fifths, or \$0.45 million, in new annual discretionary costs to American Canyon would be adequately covered by other tax and fee revenues tied to the non-residential buildout and uses of the affected territory.

Additionally, other services needed within the affected territory upon buildout, such as water and sewer, are self-funded through (a) connection fees and (b) usage charges. These revenue sources serve as American Canyon’s buy-in charge for new customers to contribute their fair share for existing and future facilities necessary to receive water and sewer services as well as fund ongoing maintenance expenses. Accordingly, these other services would not generate any new unfunded demands on American Canyon.

<sup>22</sup> Staff calculates the affected territory’s residential buildout would generate approximately \$0.69 million for American Canyon in new annual sales tax revenues based on applying the per capita sales tax ratio of \$144.21, which reflects the average amount collected between 2007-08 and 2008-09. The affected territory’s buildout would also generate approximately \$0.05 million in new annual property tax revenues based on the negotiated property tax agreement between American Canyon and the County applied to the current per housing unit value of \$0.30 million.

**ACFPD**

ACFPD’s unreserved/undesignated balance supporting general operations at the beginning of the fiscal year totaled \$1.2 million and equals one-third of its adopted operating costs in 2010-2011.<sup>23</sup> This balance has been reduced over the end of the last fiscal year by two-fifths due to budgeted operating shortfalls. At the time of budget adoption, ACFPD anticipated a (\$0.3 million) shortfall in operating costs, which would further reduce the undesignated/unreserved fund balance to \$0.9 million. A summary of the General Operations Fund balance over the last five fiscal years follows.

**ACFPD’s General Operations Fund Balance**

(Source: ACFPD)

Category	2005-06	2006-07	2007-08	2008-09	2009-10
Unreserved/Designated	0.000	0.000	2.228	2.201	1.447
Unreserved/Undesignated	2.134	2.228	0.940	2.130	1.204
<i>Total</i>	<i>\$2.134</i>	<i>\$2.228</i>	<i>\$3.168</i>	<i>\$4.332</i>	<i>\$2.651</i>

*Dollars in Millions / Amounts as of July 1<sup>st</sup>*

Similar to American Canyon, proposal approval and the anticipated buildout of the affected territory would have a measurable impact on ACFPD with respect to additional demands on the District’s discretionary revenues supporting general operations. It is reasonable to assume the additional demands on discretionary revenues would primarily involve funding additional personnel for ACFPD to maintain a ratio of firefighters to residents equal to current levels. As detailed on page nine of this report, the present-day cost to ACFPD to annually fund the five new firefighter positions needed to maintain the current firefighter-to-resident ratio totals \$0.55 million.

Unlike American Canyon, it is reasonable to assume ACFPD will not recover a substantial portion of its added discretionary cost tied to the residential buildout of the affected territory through new tax revenues. Close to four-fifths of ACFPD’s general operations are funded through property taxes. The residential buildout of the affected territory is expected to only generate less than one percent of the estimated cost to fund five new firefighter positions.<sup>24</sup> The lack of expected discretionary revenues tied to residential buildout highlights the relevance of ACFPD’s track record in negotiating impact fees with developers to reduce the District’s allocation of general revenues to fund capital projects, such as equipment purchases. This track record coupled with current financial resources provides reasonable assurances ACFPD has sufficient revenues and administrative controls to serve the affected territory.

<sup>23</sup> ACFPD’s adopted amended general operating expenses in 2010-2011 total \$4.3 million.

<sup>24</sup> Staff calculates the affected territory’s residential buildout would generate approximately \$2,648 for ACFPD in new annual property taxes based on the negotiated property tax agreement between ACFPD, American Canyon, and the County applied to the current per housing unit value of \$0.30 million.

**11) Timely availability of water supplies adequate for projected needs as specified in G.C. Section 65352.5.**

An expanded discussion on American Canyon’s water supplies is provided on pages 9 to 11 of this report.

**12) The extent to which the proposal will affect a city or cities and the county in achieving their respective fair shares of the regional housing needs as determined by the appropriate council of governments consistent with Article 10.6 of Chapter 3 of Division 1 of Title 7.**

The proposal will have a positive impact on the County in meeting its future regional housing needs as determined by the Association of Bay Area Governments (ABAG). This impact is tied to a 2008 agreement in which American Canyon agreed to assume a substantial portion of the County’s near-term regional housing needs assignments in exchange for the County’s support for the annexation of the affected territory.<sup>25</sup> It is reasonable to assume the proposal will increase American Canyon’s future regional housing needs due to the job creation potential tied to the affected territory. The increase and the extent of the impact on American Canyon are not known at this time.<sup>26</sup>

**13) Any information or comments from the landowner or owners, voters, or residents of the affected territory.**

All subject landowners have consented to the proposal.

**14) Any information relating to existing land use designations.**

The County designates the entire affected territory as *Agriculture, Watershed, and Open Space*. American Canyon designates the entire affected territory as *Town Center*. The following table summarizes contemplated land uses and densities within these respective designations.

<b>Designations for Affected Territory</b>		
	City of American Canyon	County of Napa
Designation	Town Center	Agriculture, Watershed, and Open Space
General Uses	Government and community services, retail commercial, offices, entertainment, cultural facilities, visitor-serving facilities, transit, attached or detached residential	Agriculture, processing of agricultural products, single-family dwellings
Lot Density	TBD by Specific Plan	Minimum: 160 acres

<sup>25</sup> The agreement commits American Canyon to assume 368 total housing units from the County over the next two planning cycles (2014 and 2021). The County’s current housing unit assignment is 651.

<sup>26</sup> American Canyon does not currently have a certified housing element for the 2008-2014 cycle. American Canyon reports it is working with Housing Community Development and anticipates receiving certification within the next several months.

**15) The extent to which the proposal will promote environmental justice.**

There is no documentation or evidence suggesting the proposal would have a measurable effect with respect to promoting environmental justice.

**16) Whether the proposed annexation will be for the interest of the landowners or present or future inhabitants within the affected district and within the territory proposed to be annexed to the district.**

The proposed annexation of the affected territory to ACFPD will benefit current and future landowners and residents by providing an elevated of fire protection and emergency medical service consistent with the lands' planned urban uses.

***Terms and Conditions***

**Standard Terms**

The Commission's standard terms would apply to the proposal if approved. This includes requiring the applicants to prepare final maps and geographic descriptions identifying the approved boundary changes for (a) American Canyon and (b) ACFPD consistent with the requirements of the State Board of Equalization. Other standard terms include the applicants submitting signed indemnification agreements and paying all outstanding fees tied to the proposal.

Additionally, as detailed on page 14 of this report, close to one-half of the affected territory's acreage is enrolled in a Williamson Act contract. American Canyon attests it will succeed to both Williamson Act contracts tied to the affected territory. Accordingly, the Commission shall include a standard approval term to state American Canyon will succeed to all rights, duties, and powers of the County in administering the contracts consistent with G.C. Section 56243.

**Special Terms**

Staff has identified two potential special approval terms the Commission may consider applying to the proposal as summarized below.

**Purchase of Additional Water Supplies**

The Commission may consider conditioning approval to require American Canyon exercise its right to purchase an additional 722 acre-feet of entitlement water from the City of Vallejo. This special term would substantially address the projected water supply shortfalls associated with the annexation and planned development of the affected territory as outlined on pages 9 to 11 of this report. This special term would also establish an explicit and proactive connection between expanding American Canyon's incorporated boundary and the need for additional water supplies rather than implicitly assume the City will increase supplies post-annexation.<sup>27</sup> Staff believes there is *equal merit* to include or exclude this special approval term based on the preference of the Commission (emphasis added).

---

<sup>27</sup> This Commission is authorized to incorporate this type of special condition under G.C. Section 56886(v).

### ***Lot Line Adjustments***

The Commission may also consider conditioning approval to require American Canyon to process lot-line adjustments for three of the nine subject parcels to ensure the annexation does not split legal lots or assessor parcels. This issue is detailed on page 15 of the report and originally raised by the County Assessor. However, after careful review and discussion with American Canyon, staff *recommends against* including this special term given two specific conditions underlying the proposal (emphasis added). First, it would be difficult for American Canyon to complete all necessary lot lines within the LAFCO required one-year timeframe given the unknown level of availability and cooperation from landowners. Second, a key underlying goal of the proposal is to facilitate the northern extension of Newell Drive. The exact location of the extension, however, is not known at this time. Consequently, pursuing lot-line adjustments appears premature until a specific plan is completed and the exact location of the extension is identified. Staff has conveyed these conclusions to the County Assessor and no objections in proceeding accordingly have been raised.

### ***Prezoning Assignment***

G.C. Section 56375(3) requires cities prezone territory as a precondition to annexation. Accordingly, American Canyon has prezoned the affected territory *Town Center* consistent with a successful voter initiative implemented in November 2008.

### ***Property Tax Agreement***

Revenue and Taxation Code Section 99(b)(6) requires adoption of a property tax exchange agreement by affected local agencies before LAFCO can consider a change of organization. This statute applies regardless of private or public ownership. With respect to this proposal, American Canyon and the County have previously agreed by resolution to a property tax exchange agreement applicable to the affected territory. The agreement was adopted in 2010 and specifies American Canyon and ACFPD shall receive 47.5% and 5% of the County's existing portion of property tax revenues, respectively.

### ***Environmental Review***

Discretionary actions by public agencies are subject to the California Environmental Quality Act (CEQA) any time an underlying activity will result in a direct or indirect physical change to the environment. A lead agency has the principal responsibility for carrying out or approving a project consistent with the provisions of CEQA. This includes determining whether the underlying activity qualifies as a project under CEQA. If the activity is determined to be a project, the lead agency must determine if an exemption applies or if additional environmental review is needed. A responsible agency is accountable for approving an associated aspect of the underlying activity and must rely on the lead agency's determination in making its own CEQA finding.

In adopting a resolution of application, American Canyon designated the County of Napa as lead agency with respect to assessing the environmental impacts tied to the proposal. American Canyon found the Final Environmental Impact (FEIR) prepared for the 2008 County General Plan Update adequately addresses the environmental effects of the proposal and no subsequent review was needed under CEQA. This included the FEIR anticipating the cumulative impacts tied to annexing lands in American Canyon's ULL on agricultural lands, population and housing, traffic, air quality, biological resources, geology and soils, hydrology and water quality, cultural and paleontology resources, public resources and utilities, and visual resources. American Canyon also adopted and incorporated by reference the County's findings in declaring overriding considerations and establishing mitigation measures associated with the General Plan Update.

The Commission serves as responsible agency for the proposal. Staff has reviewed the addendum prepared by American Canyon and believes the City has made an adequate determination in considering the impacts tied to the proposal. Specifically, this involves finding the County's General Plan Update FEIR adequately contemplates the impacts tied to the affected territory's annexation. If the Commission approves the proposal, staff will file a notice of determination with the County Clerk-Recorder's Office.

#### ***Conducting Authority Proceedings***

The affected territory qualifies as uninhabited and the affected landowners have consented to the proposal. No subject agency has requested a protest hearing. Conducting authority proceedings, accordingly, are waived under G.C. Section 56663.

#### **D. Options for Commission Action**

Staff has identified five broad options for Commission consideration with respect to the proposal. These options are summarized below.

- Option One:** Approve the proposal as submitted with standard conditions.
- Option Two:** Approve the proposal as modified to include concurrent detachment From CSA No. 4 with standard conditions.
- Option Three:** Approve the proposal as outlined under Option Two with a special condition requiring American Canyon to purchase additional water supplies from the City of Vallejo as detailed on page 20.
- Option Four:** Continue consideration of the item to a future meeting if more information is required.
- Option Five:** Disapprove the proposal. Disapproval would statutorily prohibit the initiation of a similar proposal for one year.

## **E. Recommendation**

Staff recommends the Commission approve the proposal consistent with Option Two or Option Three as outlined in the preceding section. Option Two would reflect a general practice of the Commission in terms of requiring concurrent detachment from CSA No. 4 in anticipation of urban uses as well as incorporating standard conditions of approval such as requiring signed indemnification agreements. Option Three would expand on this general practice to also include a special condition to proactively direct American Canyon to make an infrastructure improvement in conjunction with proposal approval rather than rely on the agency to independently address the matter at a later date. Staff believes either option is appropriate depending on the level of oversight the Commission wishes to incorporate in fulfilling its regulatory duties and objectives.

Respectfully submitted,

---

Keene Simonds  
Executive Officer

---

Brendon Freeman  
Analyst

### Attachments:

- 1) Draft Resolution of Approval (Option Two; Modification with Standard Conditions)
- 2) Draft Resolution of Approval (Option Three; Modification with Special Conditions)
- ~~3) Application Materials, Submitted October 6, 2010~~
- 4) Supplemental Application Materials: Spreadsheet Listing Affected Territory
- 5) Supplemental Application Materials: Preannexation/Development Agreement, Submitted November 17, 2010
- 6) Supplemental Application Materials: Succession to Williamson Act Contracts, Submitted November 17, 2010
- 7) Comment Letter from the County of Napa, Submitted November 4, 2010

**RESOLUTION NO. \_\_\_\_\_****RESOLUTION OF  
THE LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY  
MAKING DETERMINATIONS****TOWN CENTER REORGANIZATION**

**WHEREAS**, the City of American Canyon and American Canyon Fire Protection District, hereafter referred to as “City” and “District,” have filed a proposal by resolutions of application with the Executive Officer of the Local Agency Formation Commission of Napa County, hereinafter referred to as the “Commission,” pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000;

**WHEREAS**, the proposal seeks annexation of certain territory to the City and District, referred to as the “Town Center;”

**WHEREAS**, the Executive Officer reviewed the proposal and prepared a report with recommendations;

**WHEREAS**, the proposal and the Executive Officer’s report have been presented to the Commission in the manner provided by law;

**WHEREAS**, the Commission heard and fully considered all the evidence presented at a public meeting held on the proposal;

**WHEREAS**, the Commission considered all the factors required by law under Government Code Section 56668; and

**WHEREAS**, the Commission, in accordance with California Environmental Quality Act (CEQA), has considered the adopted determinations of the ~~lead agency~~, County of Napa, deferred to as the lead agency by the City of American Canyon, concerning the potential environmental impacts associated with the proposal.

**NOW, THEREFORE, THE COMMISSION DOES HEREBY RESOLVE, DETERMINE, AND ORDER** as follows:

1. The Commission, as responsible agency, certifies it has reviewed and considered the environmental determinations prepared by the County of Napa in conjunction with certifying a Final Environmental Impact Report (FEIR) for its General Plan Update on June 3, 2008. The FEIR considered the impacts of future annexation of areas within the City’s adopted urban limit line (ULL), including the Town Center. The ULL was described as part of the “preferred plan” in the FEIR and anticipated the cumulative impacts related to annexation on agricultural lands, population and housing, traffic, air quality, biological resources, geology and soils, hydrology and water quality, cultural and paleontology resources, public resources and utilities, and visual resources. The FEIR is codified in County Resolution No. 08-86 and includes incorporated mitigation measures to help limit significant impacts along with a statement of overriding considerations to address certain significant and unavoidable effects. The Commission

hereby makes and incorporates by reference the County's determinations set forth in the referenced resolution, including approval to incorporate associated mitigation measures for the affected territory. The Commission's findings are based on its independent judgment and analysis. The records upon which these findings are made are located at the Commission office at 1700 Second Street, Suite 268, Napa, California.

2. The proposal is APPROVED with the following modification:
  - a) The affected territory is concurrently detached from County Service Area No. 4 with the exception of the property identified by the County of Napa Assessor's Office as 059-020-032.

3. The proposal is assigned the following distinctive short-term designation:

### **TOWN CENTER REORGANIZATION**

4. The affected territory annexed to the City is shown in the draft map and geographic description provided in Exhibit "A."
5. The affected territory annexed to the District is shown in the draft map and geographic description provided in Exhibit "B."
6. The affected territory is uninhabited as defined in Government Code Section 56046.
7. The City utilizes the regular assessment roll of the County of Napa.
8. Upon effective date of the proposal, the affected territory will be subject to all previously authorized charges, fees, assessments, and taxes that were lawfully enacted by the City and District. The affected territory will also be subject to all of the rates, rules, regulations, and ordinances of the City and District.
9. The Commission authorizes conducting authority proceedings to be waived in accordance with Government Code Section 56663(c).
10. The Commission determines American Canyon shall succeed to the rights, duties, and powers of the County of Napa with respect to administering the two Williamson Act contracts within the affected territory pursuant to Government Code Section 51243.
11. Recordation is contingent upon receipt by the Executive Officer of the following:
  - (a) Final maps and geographic descriptions of the affected territory annexed to the (1) City and (2) District, determined by the County Surveyor to conform to the requirements of the State Board of Equalization.
  - (b) Payment of any outstanding fees owed to the Commission and/or other agencies involved in the processing of this proposal.
  - (c) Indemnification agreements signed by the City and District in a form provided by the Commission Counsel.

12. All terms and conditions shall be satisfied within one calendar year [of the proposal's approval](#) unless a request [for extension of time](#) is received and approved by the Commission.

13. The effective date shall be the date of recordation of the Certificate of Completion.

The foregoing resolution was duly and regularly adopted by the Commission at a public meeting held on December 6, 2010, by the following vote:

AYES: Commissioners \_\_\_\_\_

NOES: Commissioners \_\_\_\_\_

ABSTAIN: Commissioners \_\_\_\_\_

ABSENT: Commissioners \_\_\_\_\_

ATTEST: Keene Simonds  
Executive Officer

Recorded by: \_\_\_\_\_  
Kathy Mabry  
Commission Secretary

**RESOLUTION NO. \_\_\_\_\_****RESOLUTION OF  
THE LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY  
MAKING DETERMINATIONS****TOWN CENTER REORGANIZATION**

**WHEREAS**, the City of American Canyon and American Canyon Fire Protection District, hereafter referred to as “City” and “District,” have filed a proposal by resolutions of application with the Executive Officer of the Local Agency Formation Commission of Napa County, hereinafter referred to as the “Commission,” pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000;

**WHEREAS**, the proposal seeks annexation of certain territory to the City and District, referred to as the “Town Center;”

**WHEREAS**, the Executive Officer reviewed the proposal and prepared a report with recommendations;

**WHEREAS**, the proposal and the Executive Officer’s report have been presented to the Commission in the manner provided by law;

**WHEREAS**, the Commission heard and fully considered all the evidence presented at a public meeting held on the proposal;

**WHEREAS**, the Commission considered all the factors required by law under Government Code Section 56668; and

**WHEREAS**, the Commission, in accordance with California Environmental Quality Act (CEQA), has considered the adopted determinations of the ~~lead agency~~, County of Napa, deferred to as the lead agency by the City of American Canyon, concerning the potential environmental impacts associated with the proposal.

**NOW, THEREFORE, THE COMMISSION DOES HEREBY RESOLVE, DETERMINE, AND ORDER** as follows:

1. The Commission, as responsible agency, certifies it has reviewed and considered the environmental determinations prepared by the County of Napa in conjunction with certifying a Final Environmental Impact Report (FEIR) for its General Plan Update on June 3, 2008. The FEIR considered the impacts of future annexation of areas within the City’s adopted urban limit line (ULL), including the Town Center. The ULL was described as part of the “preferred plan” in the FEIR and anticipated the cumulative impacts related to annexation on agricultural lands, population and housing, traffic, air quality, biological resources, geology and soils, hydrology and water quality, cultural and paleontology resources, public resources and utilities, and visual resources. The FEIR is codified in County Resolution No. 08-86 and includes incorporated mitigation measures to help limit significant impacts along with a statement of overriding considerations to address certain significant and unavoidable effects. The Commission

hereby makes and incorporates by reference the County's determinations set forth in the referenced resolution, including approval to incorporate associated mitigation measures for the affected territory. The Commission's findings are based on its independent judgment and analysis. The records upon which these findings are made are located at the Commission office at 1700 Second Street, Suite 268, Napa, California.

2. The proposal is APPROVED with the following modification:
  - a) The affected territory is concurrently detached from County Service Area No. 4 with the exception of the property identified by the County of Napa Assessor's Office as 059-020-032.

3. The proposal is assigned the following distinctive short-term designation:

### **TOWN CENTER REORGANIZATION**

4. The affected territory annexed to the City is shown in the draft map and geographic description provided in Exhibit "A."
5. The affected territory annexed to the District is shown in the draft map and geographic description provided in Exhibit "B."
6. The affected territory is uninhabited as defined in Government Code Section 56046.
7. The City utilizes the regular assessment roll of the County of Napa.
8. Upon effective date of the proposal, the affected territory will be subject to all previously authorized charges, fees, assessments, and taxes that were lawfully enacted by the City and District. The affected territory will also be subject to all of the rates, rules, regulations, and ordinances of the City and District.
9. The Commission authorizes conducting authority proceedings to be waived in accordance with Government Code Section 56663(c).
10. The Commission determines American Canyon shall succeed to the rights, duties, and powers of the County of Napa with respect to administering the two Williamson Act contracts within the affected territory pursuant to Government Code Section 51243.
11. The approval of the proposal is conditioned on the City providing written verification to the Commission that it has exercised its right to purchase an additional 722 acre-feet of annual water entitlement supplies from the City of Vallejo. ~~Written verification shall be provided in writing to the Commission.~~
12. Recordation is contingent upon receipt by the Executive Officer of the following:
  - (a) Final maps and geographic descriptions of the affected territory annexed to the (1) City and (2) District, determined by the County Surveyor to conform to the requirements of the State Board of Equalization.
  - (b) Payment of any outstanding fees owed to the Commission and/or other agencies involved in the processing of this proposal.

(c) Indemnification agreements signed by the City and District in a form provided by the Commission Counsel.

13. All terms and conditions shall be satisfied within one calendar year of the proposal's approval unless a request for extension of time is received and approved by the Commission.

14. The effective date shall be the date of recordation of the Certificate of Completion.

The foregoing resolution was duly and regularly adopted by the Commission at a public meeting held on December 6, 2010, by the following vote:

AYES: Commissioners \_\_\_\_\_

NOES: Commissioners \_\_\_\_\_

ABSTAIN: Commissioners \_\_\_\_\_

ABSENT: Commissioners \_\_\_\_\_

ATTEST: Keene Simonds  
Executive Officer

Recorded by: \_\_\_\_\_  
Kathy Mabry  
Commission Secretary

**Study Area E**  
**LAFCO Summary Information**  
**Annexation Application**  
**November 11, 2010**

CBG Ref #	APN	TC Zoned Acres	Total Acres	Owner	AmCan Address	Assessed Value (**)	Writ & Consent	Current Use	Resident?	Registered Voter?	Voter Name
2	59-020-011	10.13	10.13	Steve Clerci	360 Watson Lane	\$142,766	Yes	House	Yes	Yes	Naysta Stacks
3	59-020-010	1.05	1.05	Jon/Margaret Roche	320 Watson Lane	\$73,264	Yes	House	Yes	No	N/A
	59-020-032 (*)	2.07	51.8	Gary Clarke	1250 Watson Lane	\$67,616	Yes	Vineyard	Yes	Yes	Teri Clarke
6	59-020-029 (*)	45.3	582	Jamcan (L Watson)	1000 Watson Lane	\$508,147	Yes	Raw Land	Yes	Yes	Jamie Lopez
7	59-020-009 (***)	126.59	126.59	Jamcan (L Watson)	1000 Watson Lane	\$1,736,135	Yes	Raw Land	No	No	N/A
8	59-020-008	7.19	7.19	Jamcan (L Watson)	1000 Watson Lane	\$79,590	Yes	Raw Land	No	No	N/A
9	59-030-003 (*)	52.51	160	Pamela Smith	570 S. Napa Junction Rd	\$328,527	Yes	Raw Land	No	No	N/A
10	059-020-026	37.53	37.53	Jamcan (Horseshoe)	425 Napa Junction Rd	\$302,847	Yes	Raw Land	No	No	N/A
11	059-020-030	<u>32.97</u>	32.97	Jamcan (Horseshoe)	425 Napa Junction Rd	\$269,640	Yes	Raw Land	No	No	N/A

(\*) Only a portion of the parcel is being annexed.

(\*\*) Calculated based on the percentage of land being annexed.

(\*\*\*) Our calculations for the total acreage are different than the assessor's records.

RESOLUTION 2010- 118

**A RESOLUTION OF THE CITY COUNCIL OF AMERICAN CANYON APPROVING A PREANEXATION AGREEMENT FOR TOWN CENTER**

**WHEREAS**, in 2008, the area proposed for annexation was designated as "Town Center" in the City's General Plan and pre-zoned to the "Town Center Zone District" through a citizen's initiative;

**WHEREAS**, in May 2010, the City of American Canyon and County of Napa entered into a property tax sharing and RHNA transfer agreement regarding the Town Center area;

**WHEREAS**, in June 2010, Napa County LAFCO amended the City's Sphere of Influence to include the Town Center area;

**WHEREAS**, in August 2010, LAFCO amended the Fire District's Sphere of Influence to include the Town Center area; and

**WHEREAS**, on October 5, 2010, the City Council approved the submittal of an application to LAFCO for the annexation of the Town Center; and

**WHEREAS**, A preannexation agreement is a common tool to help build consensus between the applicant and the City on the expectations for development intensities in the annexation area; and

**WHEREAS**, The proposed preannexation agreement identifies a maximum of homes and density ranges for the annexation area; and

**WHEREAS**, on November 16, 2010, the City Council conducted a duly noticed public meeting considered all of the written and oral testimony presented at the public meeting in making its decision.

**NOW THEREFORE, THE CITY COUNCIL DOES HEREBY RESOLVE AS FOLLOWS:**  
Approve the Preannexation Agreement for Town Center as shown on Exhibit A.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of American Canyon on November 16, 2010 by the following vote:

Mayor Garcia: yes  
 Vice Mayor West: yes  
 Council Member Bennett: yes  
 Council Member Callison: yes  
 Council Member Coffey: absent

Leon Garcia  
 Leon Garcia, Mayor

ATTEST:  
Rebekah Barr  
 Rebekah Barr, CMC, City Clerk

APPROVED AS TO FORM:  
William D. Ross  
 William D. Ross, City Attorney

**Pre-Annexation Memorandum of Understanding for the Town Center Property Between  
the City of American Canyon and American Canyon I, LLC**

This Memorandum of Understanding (MOU) dated as of Nov. 16, 2010 is entered into by and between the City of American Canyon (City) and American Canyon I, LLC (ACI) (collectively, the Parties) and summarizes certain of the basic assumptions for the future preparation of a development proposal for certain real property located in Napa County and proposed for annexation to the City of American Canyon (City), more particularly described in Attachment A (the Town Center Property). This MOU is intended to be the basis for preparation of a Specific Plan, a Development Agreement, and other necessary entitlement and transaction documents (collectively, the Project Documents). The Parties acknowledge that, as of the date specified above, neither ACI nor the City has prepared, proposed, applied for, or otherwise undertaken any specific development proposal with respect to the Town Center Property. Consequently, at this time there is no specific information available with respect to a specific development project for the Town Center Property. Once ACI proposes, and files the appropriate applications with the City for, a specific development project for the Town Center Property, and subject to compliance with the California Environmental Quality Act (CEQA), the public review process, and the processes for obtaining all required governmental approvals, as further provided below, the Parties shall in good faith prepare and negotiate the Project Documents in accordance with the following principles:

1. **Property to be Included in the Specific Plan:** The Specific Plan will likely include the real property described in Attachment A.
2. **Specific Plan:** The City and ACI will prepare the Specific Plan in accordance Government Code sections 65450-65456. In accordance with the Town Center Zone District, Chapter 19.12 of the City's Municipal Code, the Specific Plan will include a range of densities not to exceed twenty ( 20) units per acre for areas designated for multifamily uses and not less than six (6) units per acre for areas designated for single family uses for a total unit count of 1600 residential dwelling units; other uses consistent with the purpose of the town center zone district; a transportation element, including funding mechanisms and obligations; an infrastructure element that identifies specific on-site and off-site improvements necessary to serve the proposed development with water, wastewater, drainage, solid waste disposal, energy and other essential infrastructure services and facilities, including funding mechanisms and obligations; development and performance standards; and a phasing plan. It is contemplated that community benefits and obligations associated with development in accord with the Specific Plan shall be spread to all the properties included in Attachment A.
3. **Environmental Review:** The County of Napa's General Plan Update EIR analyzed the impacts of annexation of the Town Center Property at a program level of analysis. At this time, no specific development proposal for the Town Center Property is available and, consequently, there is no information on which to base additional project level environmental review. The Parties agree that, once a specific development proposal is prepared for the Town Center Property and the appropriate planning applications for such development proposal are properly filed with the City, the environmental review of the Specific Plan will consist of a

project Environmental Impact Report (EIR). No discretionary approval by the City shall be granted for the Project Documents unless and until the City has prepared and certified an EIR pursuant to the requirements of CEQA, including full consideration of project alternatives and mitigation measures. The EIR will be prepared in accordance with the City's Procedures for Cost Recovery and Environmental Review. The City will have responsibility for directing the preparation of the EIR and nothing in this MOU is intended, or shall be deemed, to affect the City's independent judgment and analysis as required by CEQA.

4. **Costs of Specific Plan and EIR Preparation:** ACI will fund the preparation of the Specific Plan and EIR in accordance with the City's Procedures for Cost Recovery. ACI may elect to seek a pro rata contribution from other benefited property owners included in the Specific Plan for the costs of the Specific Plan and EIR.

5. **School Site:** The Specific Plan will include the location of a school site.

6. **Development Agreement:** The Parties agree that they will enter into negotiations for a Development Agreement in connection with the Specific Plan. The Parties anticipate that should a Development Agreement be successfully negotiated the Development Agreement will contain the following provisions, among others: (a) a term allowing for the long-term, phased build-out of the Specific Plan; (b) special terms and conditions related to City fees and exactions; (c) vesting of all City entitlements; (d) City cooperation in diligently processing subsequent planning and permit approvals; (e) provisions related to the costs of the backbone transportation and other infrastructure that will serve the Specific Plan area; (f) terms related to implementing the City/County of Napa RHNA agreement; (g) reservation of capacity for the Specific Plan at the City's Wastewater Treatment plan and (h) provisions related to water supply for the Specific Plan. Both Parties reserve the right to add additional provisions to the Development Agreement and all Project Documents.

7. **Term Sheet and Project Schedule:** Prior to initiating work on the Project Documents or the EIR, the Parties will prepare a mutually acceptable Term Sheet and major milestone schedule for preparing the Project Documents and EIR and processing the required entitlements (the Term Sheet/Project Schedule). The Parties agree to use their best good faith efforts to complete the Project Documents, the EIR, and the entitlements in accordance with the Term Sheet/Project Schedule and any amendments thereto that may be mutually agreed to by the Parties.

8. **Interim Uses:** The Parties acknowledge that ACI may, in accordance with all applicable City requirements including Section 19.12.030 of the City Municipal Code, apply for permits and other necessary authorizations to use portions of the property owned by ACI for recreational use or commercial enterprises on an interim or temporary basis pending the City's processing of, and determinations with respect to, the Project Documents.

9. **MOU Effect:** While this MOU summarizes certain essential terms related to the proposed Project Documents, it does not set forth all of their material terms and conditions. This MOU is not intended to be and shall not become contractually binding on the City or MPI, and no legal obligation shall exist unless and until the Parties have negotiated, executed and delivered mutually acceptable Project Documents consistent with the requirements of CEQA,

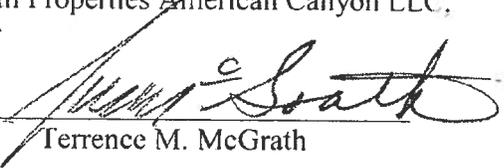
and those Project Documents have been subject to the public review and hearing processes required by applicable law and received all applicable governmental approvals.

10. **ACI Discretion:** This MOU is not intended to and shall not require ACI to pursue any specific development plan for the Town Center Property now or in the future.

11. **City Discretion:** This MOU is not intended to and shall not in any way limit the City's discretion to approve, approve with conditions, or disapprove any of the Project Documents or approve an alternative considered in the EIR. The City reserves its right to exercise its full discretion in connection with any future proposed Project Documents and this MOU does not and shall not be interpreted to obligate the City to approve the Project Documents.

**AMERICAN CANYON I, LLC**

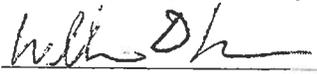
By: McGrath Properties American Canyon LLC,  
its Manager

By:   
Terrence M. McGrath

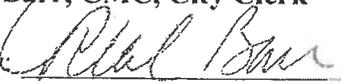
**CITY OF AMERICAN CANYON**

By:   
Leon Garcia, Mayor

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

By: 

**ATTEST:**  
**Rebekah Barr, CMC, City Clerk**

By: 



RESOLUTION 2010- 109

**A RESOLUTION OF THE CITY COUNCIL OF AMERICAN CANYON  
SUCCEEDING THE TWO WILLIAMSON ACT CONTRACTS TIED TO THE  
PROPOSED TOWN CENTER ANNEXATION PURSUANT TO  
GOVERNMENT CODE 56752**

**WHEREAS**, in 2008, the area proposed for annexation was designated as "Town Center" in the City's General Plan and pre-zoned to the "Town Center Zone District" through a citizen's initiative;

**WHEREAS**, in May 2010, the City of American Canyon and County of Napa entered into a property tax sharing and RHNA transfer agreement regarding the Town Center area;

**WHEREAS**, in June 2010, Napa County LAFCO amended the City's Sphere of Influence to include the Town Center area;

**WHEREAS**, in August 2010, LAFCO amended the Fire District's Sphere of Influence to include the Town Center area; and

**WHEREAS**, on October 5, 2010, the City Council approved the submittal of an application to LAFCO for the annexation of the Town Center; and

**WHEREAS**, in accordance with Government Code 56752, when this property is annexed, administrative duties associated with these contracts will transfer from the County of Napa to the City of American Canyon; and

**WHEREAS**, on November 16, 2010, the City Council conducted a duly noticed public meeting considered all of the written and oral testimony presented at the public meeting in making its decision.

**NOW THEREFORE, THE CITY COUNCIL DOES HEREBY RESOLVE AS FOLLOWS:** Approve the succession of the two Williamson Act contracts tied to the proposed Town Center annexation pursuant to Government Code 56752.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of American Canyon on November 16, 2010 by the following vote:

Mayor Garcia:	<u>yes</u>
Vice Mayor West:	<u>yes</u>
Council Member Bennett:	<u>yes</u>
Council Member Callison:	<u>yes</u>
Council Member Coffey:	<u>absent</u>

Leon Garcia  
Leon Garcia, Mayor

ATTEST:  
Rebekah Barr  
Rebekah Barr, CMC, City Clerk

APPROVED AS TO FORM:  
William D. Ross  
William D. Ross, City Attorney



A Tradition of Stewardship  
A Commitment to Service

**Conservation, Development and Planning**

1195 Third Street, Suite 210  
Napa, CA 94559  
www.co.napa.ca.us

Main: (707) 253-4417  
Fax: (707) 253-4336

**Hillary Gitelman**  
Director

November 4, 2010

Keene Simonds  
Napa County LAFCO  
1700 Second Street, Suite 268  
Napa, CA 94559

RE: American Canyon Annexation Application Referral

Dear Keene,

Thank you for requesting the County's review of the City of American Canyon's proposal to annex the 291 acre Town Center site. We understand there would be concurrent annexation to the American Canyon Fire Protection District and detachment for County Service Area Number 4.

We respectfully provide the following comments:

- The entirety of the Town Center site was included in the Urban Limit Line described in the County's General Plan (adopted June 2008) and in the 2008 MOU between the County and the City of American Canyon (Napa County Agreement No. 7070). Thus the proposed annexation is consistent with the County's General Plan.
- Revenue sharing was the subject of a subsequent agreement between the City and the County adopted by the Board of Supervisors on May 25, 2010 (Napa County Agreement No. 7046). This agreement established a revenue sharing formula and also included a commitment that the City will accept a portion of the County's Regional Housing Needs Allocation (RHNA) in the next two housing cycles. Adoption of the revenue sharing agreement cleared the way for annexation of the property pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.
- The 2010 agreement between the City and the County further provided that the County "will support the City's... request that LAFCO use its 'Southeast Napa: Municipal Service Review, June 2009' as the basis for its consideration of the Sphere of Influence and annexation and that LAFCO not require supplemental studies regarding infrastructure, services and finances except as such studies are required by California law." With this letter, the County is supporting the City's request.

- County staff has not reviewed the City's application packet in detail, but we understand the City has used the County's General Plan EIR (SCH# 2005102088, certified June 28, 2008) in its decision making process, and is proposing that LAFCO do the same.

The City's view is that annexation is simply a reorganization of boundary lines that would have impacts largely consistent with those identified by the County in its program level EIR. Certainly this is true for issues such as the conversion of agricultural land to urban uses, which was analyzed in the County's EIR and addressed by the findings adopted by the Board of Supervisors in conformance with State law. In addition, since the County's EIR used Association of Bay Area Governments (ABAG) projections to estimate likely development outside of County jurisdiction between 2005 and 2030, it should be relatively easy to confirm that the type and intensity of development facilitated by annexation is consistent with those projections.

Presumably the City will be conducting a detailed project-level environmental review prior to further local actions (e.g. rezoning, development agreements, project entitlements). We look forward to reviewing the City's project-level analysis and providing our comments on potential impacts and mitigation measures at that time.

Please let me know if I can answer further questions with regard to the pending application.

Regards,



Hillary Gitelman

cc. Nancy Watt, County CEO  
Napa County Board of Supervisors  
Larry Florin/File  
Brent Cooper, American Canyon Community Development Director

**ORDINANCE NO. 2018-08**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON APPROVING THE WATSON RANCH SPECIFIC PLAN AS REGULATING DOCUMENT FOR THE APPROXIMATELY 309 ACRE PROPERTY OWNED BY AC-1 AND THE NEWELL FAMILY APN'S 059-020-039, 059-020-040, 059-020-031 AND 059-030-005 (FILE NO. PL 16-0019)**

**WHEREAS**, AC-1, LLC and the Newell Family, the property owners and applicants, have submitted an application for a Specific Plan to develop the approximately 309-acre Watson Ranch Specific Plan ("WRSP" or "Specific Plan") site with a mixed-use community including a mixed-use town center (NVRG), 1253 residential units, approximately 23 acres of improved parks, an additional 30 acres of parks, trails and open space, a 10-acre school site, roads and supporting water, wastewater, recycled water and storm drainage infrastructure, having prepared in concert with the City of American Canyon (the "City") the Watson Ranch Specific Plan and Draft and Final Environmental Impact Report (collectively, the "WRSP Final EIR") under the California Environmental Quality Act (Pub. Res. Code § 21000 *et seq.*, ("CEQA")); and,

**WHEREAS** the WRSP Area is designated as Town Center on the City of American Canyon General Plan Map and zoned as Town Center on the City of American Canyon Zoning Map; and,

**WHEREAS** the General Plan Land Use Element policies 1.19.7, 1.19.8, and 1.19.9 pertaining to the WRSP (Town Center) Area require the preparation of a specific plan to determine the location of land uses, the densities for residential uses and the intensities for non-residential uses; and,

**WHEREAS**, the City of American Canyon Municipal Code Chapter 19.12, Town Center District, requires development to occur pursuant to a specific plan adopted by the City Council for all or a portion of the Town Center District and that permitted uses, conditional uses, and development standards applicable to the Town Center District shall be as prescribed in the specific plan; and,

**WHEREAS**, the WRSP was prepared pursuant to California Government Code Section 65450 *et. seq.* and will become the regulating document for the WRSP Area consistent with the City General Plan; and,

**WHEREAS**, the WRSP sets forth the land use, circulation, and infrastructure and financing for the WRSP Area consistent with the Town Center designation and zoning district requirements and further sets forth development standards, permitted uses, and design guidelines; and,

**WHEREAS**, the City had an environmental impact report prepared to evaluate the proposed WRSP project and associated entitlements, which include but are not limited to the Specific Plan as the regulating document, a General Plan Amendment, the Watson Ranch Development Agreement, the Large Lot Vesting Tentative Map; and

**WHEREAS**, the Watson Ranch Specific Plan 2016 Draft EIR was first circulated for public comment for 45 days from July 3, 2016 to August 16, 2016 with an extended public comment period to September 6, 2016; and,

**WHEREAS**, the updated 2018 WRSP Project Draft EIR was recirculated for public comment for 45 days from July 3, 2018 to August 16, 2018; and,

**WHEREAS**, on October 4, 2018, the Planning Commission conducted a duly noticed public hearing to consider the Final EIR for the WRSP Project and associated entitlements, including the Watson Ranch Specific Plan and recommended that the City Council certify the Final EIR as adequate to address environmental impacts associated with the WRSP Project, and adopt a Statement of Overriding Considerations for the Project and a Mitigation Monitoring and Reporting Program as set out in the City Council recitations and findings; and,

**WHEREAS**, on October 4, 2018 the Planning Commission conducted a duly noticed public hearing to evaluate the WRSP Project, and all associated entitlements and heard all public speakers and considered written materials including the staff report and oral testimony given at the meeting and also recommended to the City Council approval of the Watson Ranch Specific Plan; and

**WHEREAS**, on October 16, 2018 the City Council conducted a duly noticed public hearing to evaluate the WRSP Project, and all associated entitlements including the WRSP Final EIR and certified the FEIR (SCH #2015022030) by City Council Resolution 2018-112 and adopted a Statement of Overriding Circumstances and a Mitigation Monitoring and Reporting Program; and

**WHEREAS**, on at the October 16, 2018 public hearing the City Council considered the Planning Commission's recommendations and evaluated the WRSP Project, and all associated entitlements except for the Development Agreement and heard all public speakers and considered written materials including the staff report and oral testimony given at the meeting and at the October 4, 2018 Planning Commission hearing;

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON DOES HEREBY ORDAIN THAT THE WATSON RANCH SPECIFIC PLAN IS APPROVED AS FOLLOWS:**

**SECTION 1:** This Ordinance incorporates by this reference, the Watson Ranch Specific Plan attached hereto as Exhibit A.

**SECTION 2:** This Ordinance is adopted under the authority of the Specific Plan Statutes (Gov. Code §§ 65450-65457) of the Planning and Zoning Law (Gov. Code § 65000 *et seq.*) and the City Specific Plan District standards (American Canyon Municipal Code Title 19, Chapter 19.17).

**SECTION 3: Findings Regarding Environmental Review pursuant to the California Environmental Quality Act (CEQA)**

1. The environmental impacts of the WRSP Project which included the Specific Plan were adequately considered in the certified Final EIR for the Watson Ranch Specific Plan Project (SCN. 2015022030) which includes findings, a Statement of Overriding Considerations for the Project, and a Mitigation Monitoring and Reporting Program.
2. Approval of the Specific Plan based on the Final EIR, the Statement of Overriding Considerations for the Project, and the Mitigation Monitoring and Reporting Program complies with CEQA.

**SECTION 4: Findings to Approve the Specific Plan in accordance with American Canyon Municipal Code Section 19.17.080**

- A. *The distribution, location and extent of land uses, including open space, as depicted in the specific plan is consistent with the general plan.***

The Watson Ranch Specific Plan sets forth the land uses, residential densities, non-residential intensities, permitted and conditional uses, development standards, and design guidelines for the WRSP Area and further implements the Policies set forth for the Town Center land use designation. The Watson Ranch Specific Plan is consistent with the General Plan.

- B. *The specific plan provides for public infrastructure and services needed to support the land uses described in the plan, including adequate distribution, location, extent and intensity of transportation, sewage, water, drainage, solid waste disposal, energy, parks, community facilities and other essential facilities.***

The Specific Plan does set forth the design for roadways, water, wastewater, recycled water, storm drainage systems, parks and other community facilities necessary to support the land uses described in the plan. Specifically, Chapters 4, 5, 7 and 8 of the WRSP address these facilities.

- C. *The standards and development criteria, including requirements for resource utilization, will ensure that development proceeds in an orderly fashion and maintains a high level of quality.***

Chapter 6 of the WRSP sets forth development standards which are supplemented by Design Guidelines in Appendix A. The development standards and design guidelines together promote efficient resource utilization, best practices, and sustainability to ensure a high level of quality. Further Chapter 9, Implementation, sets forth the phasing program to ensure the development proceeds in an orderly fashion.

- D. *The specific plan contains implementation measures, including financing programs, to ensure that development is supported by adequate infrastructure as it occurs.***

The implementation of the WRSP is primarily developer funded. WRSP Chapter 9, Implementation, sets forth the financing principles and policies, identifies different financing mechanisms, and sets forth phasing of supporting infrastructure.

- E. *The site is suitable for the type and intensity of development proposed.***

As determined through the initial existing conditions analysis and the preparation of the WRSP Final EIR, the WRSP site is suitable for the type and intensity of the proposed development.

- F. *The flexibility in development standards afforded by the specific plan process has resulted in a project providing more superior design and amenities than would occur under more traditional zoning practices, and the project provides clear and substantial benefit to the city.***

The WRSP Project implements the General Plan for the Town Center land use designation, consistent with Objective 1.19 of the General Plan: "Provide for the development of a Town Center that physically and functionally serves as the symbolic and identifiable focus of community activities and events for the City of American Canyon and which is a regional destination within Napa Valley."

General Plan Policy 1.19.7 designated that the land uses in this area be developed pursuant to one or more specific plans. The WRSP includes Development Standards and Design Guidelines that promote diverse neighborhood design and integrated housing types. It further provides for the creation of a "Town Center" through the renovation of the cement factory ruins while preserving the unique character of this site feature.

**SECTION 5.** Effective Date. This Ordinance shall become effective thirty (30) days following adoption.

**SECTION 6.** Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one (1) or more sections, subsections, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 7.** 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.

**SECTION 8.** Restatement of Existing Law. Neither the adoption of this Ordinance nor the repeal of any other Ordinance of this City shall in any manner affect the prosecution for violations of ordinances, which violations were committed prior to the effective date hereof, nor be construed as a waiver of any license or penalty or the penal provisions applicable to any violation thereof. The provisions of this Ordinance, insofar as they are substantially the same as Ordinance provisions previously adopted by the City related to the same subject matter or relating to the enumeration of permitted uses under the zoning code, shall be construed as restatements and continuations, and not as new enactments.

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 16th day of October, 2018 by the following vote:

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

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of American Canyon, State of California, held on the 6<sup>th</sup> day of November, 2018, by the following vote:

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

  
\_\_\_\_\_  
Leon Garcia, Mayor

ATTEST:

  
\_\_\_\_\_  
Suellen Johnston, CMC, City Clerk

APPROVED AS TO FORM:

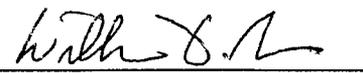
  
\_\_\_\_\_  
William D. Ross, City Attorney

EXHIBIT A: Watson Ranch Specific Plan

# WATSON RANCH SPECIFIC PLAN

FINAL  
NOVEMBER 6, 2018



This page intentionally left blank.

# ACKNOWLEDGEMENTS

## City of American Canyon

### City Council

Leon Garcia, Mayor

Kenneth Leary, Vice Mayor

Mariam Aboudamous, Councilmember

Mark Joseph, Councilmember

David Oro, Councilmember

### Planning Commission

Andrew Goff, Chair

Tyrone Navarro, Vice Chair

Eric Altman, Commissioner

Crystal Dispo Mallare Commissioner

Bernie Zipay, Commissioner

### Parks and Community Services Commission

Kristin Einberger, Chair

Karina Servente, Vice Chair

Clarence Mamaril, Commissioner

Cathy Margolati, Commissioner

Janelle Sellick, Commissioner

### Open Space Advisory Committee

Nance Matson, Chair

Tara Clinton-Horner, Vice Chair

Barry Christian, Committee Member

Todd Novak, Committee Member

Kim Hester Williams, Committee Member

### **Steering Committee**

Leon Garcia, Mayor

Mark Joseph, Councilmember

Barry Christian, Open Space Advisory Committee Representative

Don Evans, NVUSD Representative

Vanessa Kearns, Vintage Ranch Resident

Sanjay Mishra, Vintage Ranch Resident

Elizabeth Putnam, Planning Commission Representative

Janelle Sellick, Parks and Community Services Commission Representative

### **Staff**

Jason Holley, City Manager

Bill Ross, City Attorney

John Wilbanks, Contract Planner

Brent Cooper, Community Development Director

Steve Hartwig, Public Works Director

Creighton Wright, Parks and Community Services Director

### **Applicants**

American Canyon 1, LLC

Newell Family

### **Adopted by Ordinance (Ordinance 2018-08)**

October 16, 2018

Second Reading November 6, 2018

# TABLE OF CONTENTS

Executive Summary..... 1

Chapter 1 Introduction ..... 7

    1.1 Purpose..... 7

    1.2 Specific Plan Authority ..... 8

    1.3 Relevant Documents and Policies ..... 8

    1.4 Public Outreach ..... 9

    1.5 Planning Principles ..... 10

Chapter 2 Existing Conditions ..... 11

    2.1 Project Location ..... 11

    2.2 Ownership..... 13

    2.3 Project Setting..... 14

    2.4 Site History..... 15

Chapter 3 Vision and Design Strategy ..... 17

    3.1 Vision ..... 17

    3.2 Community Framework..... 18

    3.3 Napa Valley Ruins & Gardens Vision..... 21

    3.4 Neighborhood Design Concept..... 31

    3.5 Residential Design Vision ..... 32

    3.6 Parks, Open Space, Pedestrian & Bicycle Circulation Vision ..... 33

    3.7 Special Design Considerations ..... 35

Chapter 4 Land Use ..... 37

    4.1 Introduction ..... 37

    4.2 Land Use Goals and Objectives ..... 37

    4.3 General Plan Land Use Designation..... 38

    4.4 Specific Plan Land Use Summary ..... 41

    4.5 Adjustment/Transfer/Conversion Regulations..... 45

    4.6 Permitted and Conditionally Permitted Uses ..... 46

    4.7 Inclusionary Housing..... 47

Chapter 5 Parks and Open Space.....	49
5.1 Introduction .....	49
5.2 Goals, Objectives, and Policies .....	49
5.3 Parkland Requirements .....	50
5.4 Parks and Open Space Typologies.....	52
5.5 Community Gardens and Edible Landscape .....	60
5.6 Pedestrian and Bicycle Circulation .....	61
 Chapter 6 Development Regulations.....	 63
6.1 General Provisions.....	63
6.2 Residential Development Regulations .....	64
6.3 Napa Valley Ruins & Gardens Development Regulations .....	74
6.4 Parking Regulations.....	75
6.5 Signage Regulations.....	77
6.6 Landscape Regulations .....	78
6.7 Walls and Fencing Regulations.....	79
6.8 Utility Regulations .....	79
6.9 Resource Management Guidelines.....	80
 Chapter 7 Circulation.....	 83
7.1 Introduction .....	83
7.2 Goals, Objectives, and Policies .....	83
7.3 Street Sections.....	85
7.4 Traffic Calming .....	101
7.5 Pedestrian and Bike Circulation.....	101
7.6 Public Transit .....	105
7.7 Off-Site Improvements .....	105
 Chapter 8 Infrastructure and Public Services.....	 109
8.1 Introduction .....	109
8.2 Goals, Objectives, and Policies .....	109
8.3 Infrastructure.....	110
8.4 Public Services .....	118
8.5 Off-Site Improvements .....	121

Chapter 9 Implementation ..... 123

- 9.1 Introduction ..... 123
- 9.2 Land Use Regulations..... 124
- 9.3 Phasing ..... 124
- 9.4 Public Facilities And Infrastructure Financing ..... 137
- 9.5 Maintenance of Common Facilities..... 142
- 9.6 Implementation Policies ..... 142
- 9.7 Subsequent Entitlements ..... 143
- 9.8 Unit Transfers..... 145

Appendix A Design Guidelines ..... 147

- A.1 Purpose And Intent Of The Design Guidelines ..... 147
- A.2 Sustainability Design Guidelines ..... 147
- A.3 Landscape Strategy..... 150
- A.4 Residential Design Guidelines..... 152
- A.5 Napa Valley Ruins & Gardens Design Guidelines ..... 161
- A.6 Community Art and Monumentation ..... 169
- A.7 Walls and Fencing Design Guidelines ..... 171
- A.8 Crime Prevention Through Environmental Design (CPTED) Design Guidelines ..... 172

Appendix B General Plan Consistency..... 173

- B.0 General Plan Policy ..... 173
- B.1 Land Use Element ..... 173
- B.2 Housing Element ..... 177
- B.3 Economic Development..... 178
- B.4 Circulation Element ..... 178
- B.5 Utilities Element..... 179
- B.6 Public Services and Facilities ..... 179
- B.7 Parks and Recreation ..... 180
- B.8 Natural & Historic/Cultural Element ..... 181
- B.9 Geology Element ..... 182
- B.10 Flood Hazards Element ..... 182
- B.11 Noise Element..... 182

Appendix C Napa Valley Ruins & Gardens - Preservation Plan..... 183  
(to be submitted separately)

This page intentionally left blank.

# LIST OF FIGURES

Chapter 2 Existing Conditions	
Figure 2.1: Regional Site Context .....	11
Figure 2.2: Local Context.....	12
Figure 2.3: Property Ownership .....	13
Figure 2.4: Existing Conditions Map .....	14
Chapter 3 Vision and Design Strategy	
Figure 3.1: Artist’s Conceptual Illustrative Plan.....	19
Figure 3.2: Existing Structures.....	22
Figure 3.3: NVR&G Illustrative Detail.....	23
Figure 3.4: Special Design Considerations.....	36
Chapter 4 Land Use	
Figure 4.1a: General Plan Land Use Map .....	39
Figure 4.1b: Town Center(TC -1) General Plan Land Use Map.....	40
Figure 4.2: Specific Plan Land Use Map.....	43
Chapter 5 Parks and Open Space	
Figure 5.1: Parks Typology Map .....	51
Figure 5.2: Illustrative Plan - Community Plaza - Subject to Modification.....	52
Figure 5.3: Parks Proximity Map.....	53
Figure 5.4: Illustrative Plan - Quarry Lake Park - Subject to Modification.....	54
Figure 5.5: Illustrative Plan - Park A - Subject to Modification .....	56
Figure 5.6: Illustrative Concept Plan - Park B - Subject to Modification.....	58
Chapter 6 Development Regulations	
Figure 6.1: Irregular Lots: Measuring Setbacks .....	65
Figure 6.2: Fencing Regulations .....	79
Chapter 7 Circulation	
Figure 7.1: Circulation Plan.....	86
Figure 7.2: Detailed Circulation Plan .....	87
Figure 7.3.1a: Four Lane Arterial (Newell Drive south of Rio Del Mar).....	88
Figure 7.3.1b: Two Lane Major Collector (Newell Drive north of Rio Del Mar) .....	89
Figure 7.3.2a: Modified Collector (Rio Del Mar extension - in front of NVR&G) .....	90

Figure 7.3.2b: Modified Collector (Rio Del Mar extension - NVVT crossing to Newell Dr.)..... 91

Figure 7.3.2c: Modified Collector (Rio Del Mar extension - at grade crossing.)..... 92

Figure 7.3.2d: Modified Collector (Rio Del Mar extension - RR underpass) ..... 93

Figure 7.3.2e Modified Collector (Rio Del Mar extension - from SR 29 to western property boundary) .. 94

Figure 7.3.3: Minor Collector..... 95

Figure 7.3.4: Local Streets (Residential)..... 96

Figure 7.3.5: Modified Local Street (Residential) - A..... 97

Figure 7.3.6: Modified Local Street (Residential) - B ..... 98

Figure 7.3.7: Cul de sac..... 99

Figure 7.3.8: Residential Alley ..... 100

Figure 7.4: Intersection neckdown/bulbout ..... 101

Figure 7.5: Pedestrian and Bike Circulation Exhibit..... 103

Figure 7.6: Napa Valley Vine Trail Section..... 104

Figure 7.7: River to Ridge Trail Section ..... 104

Figure 7.8: Multi-Use Trail Section..... 104

Figure 7.9: Multi-Use Trail Section along Detention Basins..... 104

Figure 7.10: Local and Regional Transit Exhibit ..... 106

Figure 7.11 Summary of Off-Site Road Improvements ..... 107

Chapter 8 Infrastructure and Public Services

Figure 8.1: Water Service Zones ..... 113

Figure 8.2: Water Infrastructure - On-Site Improvements ..... 114

Figure 8.3: Sanitary Sewer Infrastructure Improvements ..... 115

Figure 8.4: Recycled Water Infrastructure Improvements..... 116

Figure 8.5: Storm Water Drainage Infrastructure ..... 117

Figure 8.6: School Walkability Exhibit ..... 119

Figure 8.7: Water Infrastructure - Off-Site Improvements ..... 121

Chapter 9 Implementation

Figure 9.1: Residential Phasing Map ..... 126

Figure 9.2: NVR&G Phasing Map ..... 128

Figure 9.3: Phase 1 - Infrastructure Improvements ..... 131

Figure 9.4: Phase 2 - Infrastructure Improvements ..... 132

Figure 9.5: Phase 3 - Infrastructure Improvements ..... 133

Figure 9.6: Phase 4 - Infrastructure Improvements ..... 134

Figure 9.7: On-Site & Off-Site Backbone Roadway Phasing ..... 135

# LIST OF TABLES

## Chapter 4 Land Use

Table 4.1a: Overall Land Use Summary Table.....	41
Table 4.1b: Land Use Summary Table by Ownership .....	42
Table 4.2: Permitted and Conditionally Permitted Uses.....	45

## Chapter 5 Parks and Open Space

Table 5.1: Open Space and Park Distribution .....	50
Table 5.2: Parkland requirement and credit comparison.....	50
Table 5.3: Detailed parkland credit calculations.....	52

## Chapter 6 Development Regulations

Table 6.2.1: Medium Density Residential (MDR-12) Development Regulations.....	66
Table 6.2.2: Medium Density Residential (MDR-16) - Development Regulations, Detached Dwellings ..	68
Table 6.2.3: Medium Density Residential (MDR-16) - Development Regulations, Attached Dwellings ..	70
Table 6.2.4: High Density Residential (HDR) Development Regulations.....	72
Table 6.3: Allowable Building Setbacks and Height .....	74

## Chapter 9 Implementation

Table 9.1: Residential Phasing.....	125
Table 9.2: NVR&G Development Phasing .....	127
Table 9.3: Infrastructure Improvements by Phase .....	129

This page intentionally left blank.

# EXECUTIVE SUMMARY

The Watson Ranch Specific Plan (WRSP) is located within the city limits of American Canyon, in Napa County, California. The WRSP is a comprehensive planning document that will guide future development of the 309 acre WRSP Area. The WRSP Area is an important part of the City's General Plan. The proposed plan is intended to contribute significantly to the identity of American Canyon with its unique draw of new residential neighborhoods and the Napa Valley Ruins & Gardens (NVR&G). The adaptive re-use of the NVR&G will support community and private gatherings in a setting that is unlike anything else in the region. The WRSP completes the fabric of American Canyon by linking the community through roadways and regional trails and by creating a "Town Center" with community gathering places. New residential neighborhoods will provide a wide range of housing options. The WRSP development program includes the following elements:

1. A mixed use Town Center located in and around the NVR&G that will consist of:
  - a. An adaptive reuse of the existing ruins to include approximately 200,000 square feet of commercial uses which includes the combination of indoor and outdoor spaces for a wedding event venue, a corporate/private event center, amphitheater, restaurants, pubs, wine tasting, brewery, food truck court, farmer's market, and outdoor dining.
  - b. A 200 room Boutique Hotel.
  - c. The Quarry Lake Park with trails and open space.
  - d. A community plaza and site for a 20,000 square foot community center that will serve as an iconic gathering place for American Canyon visitors and residents.
  - e. Mixed-use and/or live-work housing of up to 50 units (included in residential project total).
2. Residential development consisting of approximately 1,253 units with varying housing types and densities to accommodate the current and future demographic trends. The summary of residential uses proposed in the plan are:
  - a. Approximately 114 acres (604 units) of medium density residential (MDR-12).
  - b. Approximately 49 acres (457 units) of medium density residential (MDR-16).
  - c. Approximately 9 acres (192 units) of high density residential (HDR).
3. Community amenities consisting of:
  - a. A new elementary school site for up to 600 students.
  - b. Approximately 50 acres of parks and open space.
  - c. A community trail system that includes connecting portions of the Napa Valley Vine Trail and the River to Ridge Trail.
4. Infrastructure improvements that include:
  - a. The extension of Newell Drive along the WRSP Area's eastern boundary.
  - b. The extension of Rio Del Mar from SR 29 to the Newell Drive Extension.
  - c. A new at grade or grade-separated rail crossing under the Union Pacific Rail Line at Rio Del Mar.
  - d. Internal circulation for the WRSP Area.
  - e. The water distribution system, sanitary sewer system, storm water drainage system and dry utilities to service the WRSP Area.
5. Finally, the WRSP sets forth a phasing plan and a financing program to address the timing of build out and the funding of the infrastructure associated with the WRSP.

# General Plan Amendment

## PURPOSE

The purpose of this proposed General Plan Amendment is to recognize, and ensure consistency with and between, the City of American Canyon General Plan and the Watson Ranch Specific Plan, as required by controlling law by amending the Land Use Element and by amending the Circulation Element to provide for the optimally feasible access and circulation connection between SR 29 and Newell Drive through the Watson Ranch Specific Plan property.

In concert with this General Plan Amendment, which anticipates and requires the adoption of the Watson Ranch Specific Plan, the Watson Ranch Specific Plan will be the regulating document controlling development of the Watson Ranch Specific Plan property. This General Plan Amendment anticipates and requires such Watson Ranch Specific Plan regulation for such property. Specifically, this General Plan Amendment revises the General Plan Land Use Element, to reflect the Watson Ranch Specific Plan and the Land Uses set forth therein, and revises the General Plan Circulation Element, to allow for one of two potential Major Collector connection points to SR 29 from the Watson Ranch Specific Plan Area (Rio Del Mar or South Napa Junction Road), the final determination of which will be determined based upon legal, technical, economic and other factors to be clarified and implemented in the detailed Watson Ranch Specific Plan. This amendment will add the planned Major Collector designation and Major Intersection designation to the Rio Del Mar alignment and intersection identified in the City's Circulation Element in Figure 3. This Major Collector, to be located at either Rio Del Mar or South Napa Junction Road, provides connection between SR 29 and the extension of Newell Drive, as reflected in this General Plan Amendment and the Watson Ranch Specific Plan this General Plan Amendment anticipates and requires. Finally, this General Plan Amendment reclassifies the segment of Newell Drive between the intersection of S. Napa Junction Road/Rio Del Mar and SR 29/Green Island Road from a 2 lane Arterial to a 2 lane Major Collector.

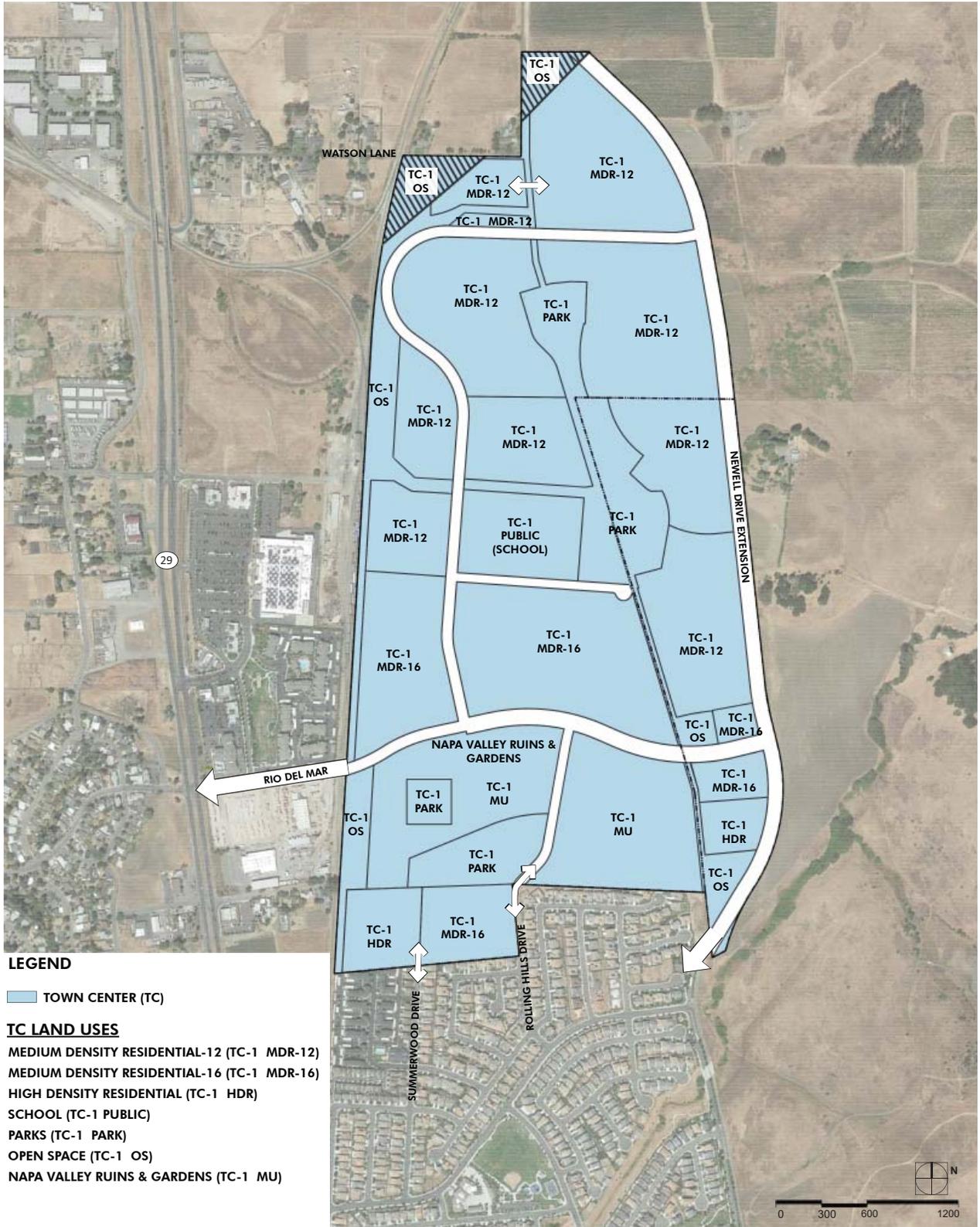
The specific details of the General Plan Amendment are described below.

## PROPOSED AMENDMENT

The amendment will require the following changes:

1. Land Use Element:
  - a. Amend the General Plan Map (Land Use Map) Figure 1-1 to incorporate the Land Use Plan set forth in the WRSP by delineating the Town Center (TC) designation to include the following:
    - Medium Density Residential – 12 (TC-1 MDR - 12)
    - Medium Density Residential – 16 (TC-1 MDR - 16)
    - High Density Residential (TC-1 HDR)
    - Public School (TC-1 Public)
    - Parks and Open Space (TC-1 Park/OS)
    - Napa Valley Ruins & Gardens (TC-1 MU)
  - b. Amend the Land Use Element Policy 1.19.6 as follows: “Provide for the extension of Newell Drive, which will define the eastern boundary of the Town Center, connecting with Highway 29 in the vicinity of Green Island Road and for the extension of Rio Del Mar or South Napa Junction Road from Highway 29 to Newell Drive”.

The Map Amendment is Reflected Below:



2. Circulation Element

- a. Amend Figure 3 of the Circulation Element to show the option for the east – west Major Collector between Newell Drive and SR-29 to connect with Rio Del Mar. (See amended Figure 3 following)
- b. Amend Figure 3 of the Circulation Element by adding the “Major Intersection” Designation to the intersection of Rio Del Mar and SR 29 (See amended Figure 3 following)
- c. Amend Figure 3 of the Circulation Element by changing the roadway classification from Newell Drive between Rio Del Mar - S. Napa Junction Road and SR 29/Green Island Road from 2 lane Arterial to a 2 Lane Major Collector (See amended Figure 3 following)

- d. Amend Table 3, Page 11, of the Circulation Element to add reference to “Rio Del Mar” with footnote as reflected below (See highlight)
- e. Amend Table 3, page 11, of the Circulation Element to change Newell Drive between Rio Del Mar - S. Napa Junction Road and SR 29/Green Island Road from a 2 Lane Arterial to a 2 Lane Major Collector (See highlight)

These amendments to the Land Use Element and Circulation Element are consistent with the Goals, Objectives and Policies of the General Plan, which remain otherwise unchanged.

**TABLE 3: MAJOR CIRCULATION IMPROVEMENTS**

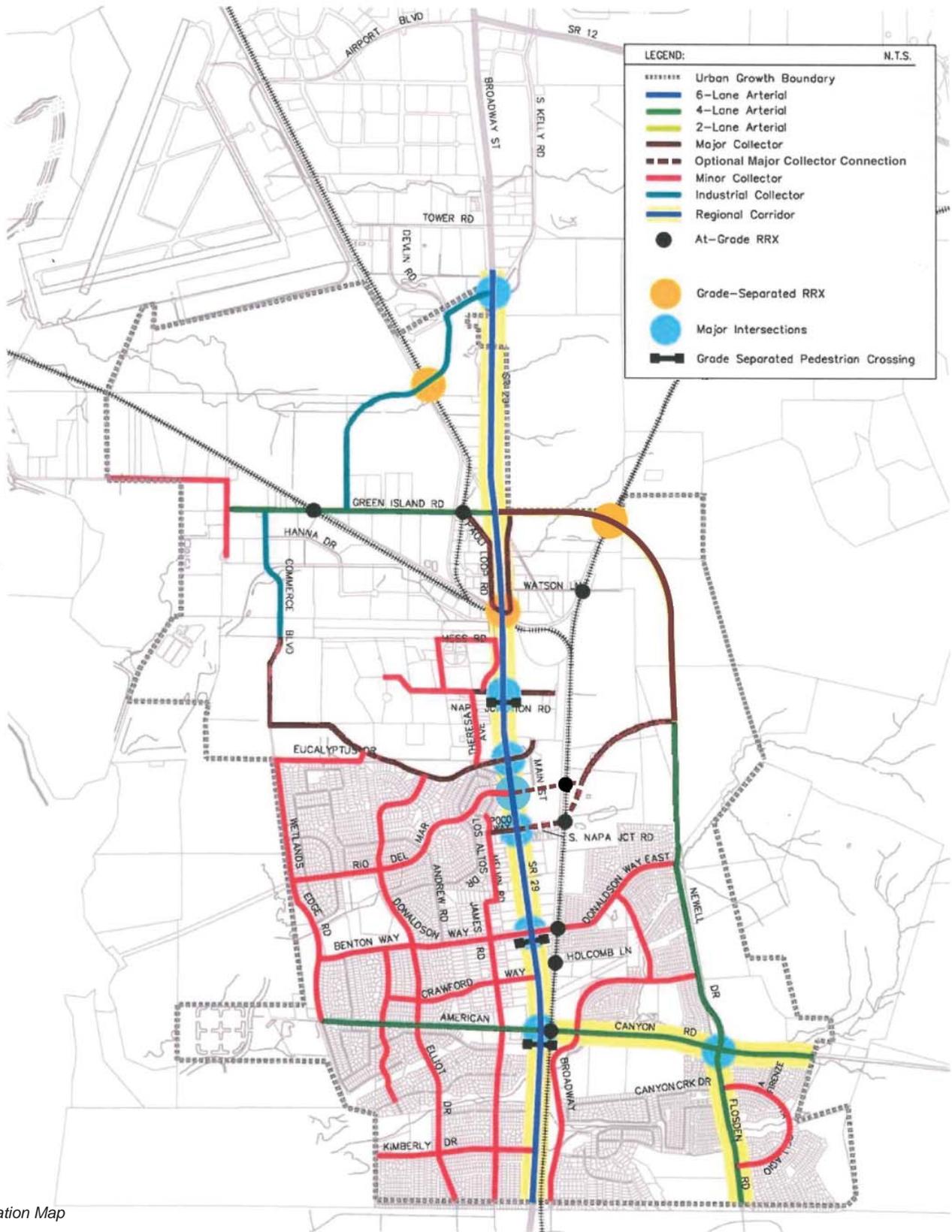
ROADWAY	FROM (SOUTH OR EAST)	FROM (NORTH OR WEST)	CLASSIFICATION
State Route 29	Southern City Limits	Northern City Limits	6-Lane Arterial
Newell Drive	<u>Rio Del Mar</u> or S. Napa Junction Road	SR 29/Green Island Road	2-Lane <del>Arterial</del> <u>Major Collector</u>
Newell Drive	Donaldson Way	<u>Rio Del Mar</u> or S. Napa Junction Road	4-Lane Arterial
Green Island Road	Western Terminus	Easter Terminus	4-Lane Arterial
Commerce Boulevard	Southern Terminus	Eucalyptus Drive	2-Lane Major Collector
Devlin Road	Southern Terminus	Green Island Road	2-Lane Industrial Collector
Eucalyptus Drive	Theresa Avenue	SR 29	2-Lane Major Collector

**TABLE 3 (cont'd): MAJOR CIRCULATION IMPROVEMENTS**

ROADWAY	FROM (SOUTH OR EAST)	FROM (NORTH OR WEST)	CLASSIFICATION
Rio Del Mar <sup>1</sup> or South Napa Junction Road (Includes new at-grade <u>or grade separated</u> railroad crossing)	SR 29	Newell Drive	2-Lane Major Collector
Napa Junction Road	Western Terminus	Theresa Avenue	2-Lane Major Collector
Napa Junction Road	Theresa Avenue	SR 29	2-Lane Major Collector
Paoli Loop Road	Green Island Road	Newell Drive Extension	2-Lane Major Collector
Poco Way	Melvin Road	SR 29	2-Lane Major Collector
Newell Drive Railroad Overcrossing	South of Railroad	North of Railroad	2-Lane Arterial Bridge Structure
American Canyon Road Pedestrian Crossing	East of SR 29	West of SR 29	Pedestrian Grade Separated Crossing
Donaldson Way Pedestrian Crossing	East of SR 29	West of SR 29	Pedestrian Grade Separated Crossing
Napa Junction Road Pedestrian Crossing	East of SR 29	West of SR 29	Pedestrian Grade Separated Crossing

<sup>1</sup>A Major Collector will connect SR 29 to Newell Drive at one of the two locations subject to legal, technical, economic and other factors. The specific location will be determined in conjunction with the approval and implementation of the Town Center (Watson Ranch) Specific Plan

### FIGURE 3: CIRCULATION MAP



Circulation Map

# CHAPTER 1 - INTRODUCTION

## 1.1 Purpose

The Watson Ranch Specific Plan (WRSP) is a detailed planning document which provides the land use and policy framework for the future development of 309 acres within the City of American Canyon. The WRSP Area is located toward the northeastern side of American Canyon and to the east of Lincoln Highway, which is also designated as California State Highway 29. It is generally bound by vineyards to the north and the Vintage Ranch residential neighborhood to the south. It is further framed by Union Pacific railroad tracks and existing development to the west, and the City limit line, grassland, and open space to the east. Within the City of American Canyon General Plan, the WRSP Area is designated as Town Center (TC). The City's objective for the WRSP Area as stated by its General Plan is to:

***“Provide for the development of a Town Center that physically and functionally serves as the symbolic and identifiable focus of community activities and events for the City of American Canyon, and which is a regional destination within the Napa Valley (GP Objective 1.19)”***

An extensive public outreach process, demographic and market research, and the physical characteristics of the land have molded the WRSP to foster a premier mixed use community with a strong sense of place. The development in accordance with the WRSP will provide an array of new residential homes and services for both residents and visitors. The WRSP is consistent with the community vision of American Canyon, as a community with a small town character and feel, socially and ethnically diverse, and ideally located in Napa County in close proximity to the Bay Area. The proposed mix of housing, retail, commercial, entertainment, schools and parks, will further strengthen the existing community ties while also providing a community gathering place. The purpose of the WRSP is to provide a comprehensive set of goals, objectives, policies, development standards, and design guidelines for the development of the WRSP Area. The implemented WRSP will result in a unique and appealing new community which provides a variety of new amenities and infrastructure improvements necessary to implement the development. The organization of this document reflects the progression of the planning process that helped shape the WRSP, moving from an explanation of the over-arching goals to specific chapters that deal with certain topics such as land use, and circulation which have policies that implement those goals.

The WRSP details the following elements:

- A range of new housing types and densities including High Density Residential (HDR) and Medium Density Residential (MDR-12 and MDR-16) neighborhoods.
- The Napa Valley Ruins & Gardens (NVR&G) mixed-use town center area consisting of civic, retail, entertainment, commercial, visitor serving, and residential uses focused around the ruins.
- Community amenities including a new elementary school, parks, trails and open space network.
- Necessary public and private infrastructure improvements, including: streets, pedestrian circulation, water distribution system, sanitary sewer system, storm water drainage system and dry utilities for the WRSP Area.



## 1.2 Specific Plan Authority

The California Government Code (Title 7, Division 1, Chapter 3, Article 8, Sections 65450 through 65457) provides the authority for a city to adopt a specific plan by ordinance (as a regulatory plan) or resolution (as a policy driven plan). The WRSP is both a regulatory and policy document, and therefore must be adopted by ordinance. The WRSP will act as a tool to both encourage and guide development within the WRSP Area over the next 10 to 20 years.

The WRSP provides a strong vision, a mix of land uses, development regulations, design guidelines, infrastructure improvements and an implementation plan for the creation of a cohesive community.

California Government Code (Section 65450) states that planning agencies may prepare specific plans for the systematic implementation of the general plan for all or part of the area covered by the general plan. A specific plan shall include text and diagrams which specify all of the following in detail:

- The distribution, location, and extent of the uses of the land within the area covered by the plan.
- The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, dry utilities, and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan.
- Standards and criteria by which development will proceed, including development standards, design guidelines and a phasing program.
- A program of implementation measures including regulations, programs, public works projects, and financing measures necessary to carry out the plan.
- A statement of the relationship of the specific plan to the General Plan.

The WRSP has been prepared in accordance with the requirements of the California Government Code, Sections 65450-65457. These sections establish the WRSP as a legal mechanism by which future development within the WRSP Area is regulated.

## 1.3 Relevant Documents and Policies

This section examines several existing documents, policies and programs that have bearing on or otherwise provide direction for the WRSP. These relevant documents and policies are summarized below:

### 1.3.1 AMERICAN CANYON GENERAL PLAN

The WRSP is consistent with the American Canyon General Plan, which directs that a specific plan be prepared for the area identified as Town Center. The General Plan directs this area to be a mixed-use development with a mix of commercial, residential, parks and open space. State law states that specific plans can only be adopted or amended if they are consistent with the General Plan. The WRSP implements this policy direction and provides more specific detail and implementation policies. Appendix B contains a discussion of WRSP compliance with the City's General Plan.

The City of American Canyon Land Use Element, updated in 2010, is an integrative element containing policy to guide development consistent with all elements of the general plan, addressing the retention of existing uses and open spaces, re-use of obsolete uses, and development of vacant lands. It also outlines opportunities and constraints, most notably the City's lack of a cohesive identity and structure within neighborhood districts and the need for a "symbolic and functional "downtown" for American Canyon. Additionally, the NVR&G are presented as a uniquely identifiable asset to create a regionally significant project.

The City of American Canyon Circulation Element, updated in 2013, identifies a core value "to provide safe and easy travel within and through the City for pedestrians, bicyclists, and motor vehicles correlated with the Land Use Element". The City has an adopted "Complete Streets" policy which further reinforces the City's intention to ensure safe, comfortable, and attractive access and promoting connectivity between uses and areas of the City. The WRSP incorporates the City's core value for circulation and the complete streets policy.

Reflecting the more specific information on land use and circulation, accompanying the Specific Plan is a General Plan Amendment which anticipates and requires the adoption of the WRSP (See Executive Summary for full description).The WRSP will be the regulating document controlling development of the WRSP property.

The WRSP provides the community vision, land use plan, circulation plan, development regulations, design guidelines, and implementation measures to ensure development in a manner that is consistent with the goals, objectives, principles, and policies of the City of American Canyon General Plan.

### 1.3.2 AMERICAN CANYON MUNICIPAL CODE

The City of American Canyon Municipal Code, Title 19 (Zoning Ordinance) provides standards for site specific development and land use regulations that govern the size, shape, and type of use for development in the City of American Canyon. In any instance where the WRSP regulations and development standards may vary from the Zoning Ordinance, the WRSP will take precedence. Where the WRSP is silent on a topic, the City of American Canyon Zoning Ordinance requirements will remain in force.

The WRSP will be adopted by ordinance and become the controlling zoning for the WRSP property pursuant to City of American Canyon Municipal Code Title 19, Chapter 19.12. Town Center Zoning District.

### 1.3.3 NAPA COUNTY AIRPORT LAND USE COMPATIBILITY PLAN

The Napa County Airport Land Use Commission (ALUC) has the responsibility of preparing an Airport Land Use Compatibility Plan ensuring that land uses in the area surrounding the airport are compatible with airport operations. The WRSP Area is partially subject to airport restrictions for Airport Zone D in the northwestern corner of the WRSP Area. Under the Napa Airport Land Use Compatibility Plan, this zone restricts residential development. The proposed plan is compatible with this requirement. A majority of the WRSP Area is within Zone E where there are no land use restrictions but because overflights can occur the WRSP must be reviewed by the Airport Land Use Commission (ALUC) to ensure consistency with the ALUC.

### 1.3.4 RELATIONSHIP TO OTHER PLANS

The WRSP Area is located adjacent to the SR 29 Priority Development Area (PDA) designated by Association of Bay Area Governments and Metropolitan Transportation Commission. The goal of the PDA is to relieve congestion and adopt a complete streets concept for the section of Highway 29 through American Canyon, while promoting a healthy mix of uses surrounding the highway that support

the various modes of transportation. The City of American Canyon is preparing and processing the Broadway District Specific Plan (BDSP) and EIR.

The BDSP is a Priority Development Area (PDA) as designated by the Association of Bay Area Governments (ABAG) and Bay Area communities. PDA's are areas specifically designated for new housing and job growth with some incentives to encourage investment. PDA's are considered foundational for sustainable regional growth and Plan Bay Area. PDA's emphasize housing at higher densities near transit or transit corridors. The WRSP and the BDSP represent parallel planning efforts that work together to meet regional housing requirements and provide the opportunity for improved transit and walkability consistent with the City's General Plan.

Both the WRSP and the BDSP will be coordinated with one another, especially on the Rio Del Mar extension which connects Highway 29 to Newell Drive. The overall goal of both projects is to create a complete street concept with mixed use walkable neighborhoods that is consistent with the vision of the American Canyon General Plan within both project boundaries. The WRSP has planned connections to and segments of the Vine and River to Ridge Trails. The WRSP Area is a key part of these future trail extensions, and will provide an important part of the overall regional trail system. The Napa Valley Vine Trail is expected to link 47 miles of dedicated multi-use trails from Calistoga south to Vallejo crossing through the WRSP Area from the north and merging with the River to Ridge Trail as it makes its way south. Both trails exit the WRSP Area south along Newell Drive.

## 1.4 Public Outreach

### 1.4.1 STEERING COMMITTEE

The City appointed an eight person Steering Committee made up of two Council members, one Planning Commissioner, one member each from the Parks and Community Services Commission (PCSC) and the Open Space Advisory Committee (OSAC), a representative of the Napa Valley Unified School District and two residents at large. City Department Heads also attended the Steering Committee meetings. Over several meetings early in the WRSP preparation process, the Steering Committee identified the Planning Principles which defined the vision for the WRSP Area. These Principles have been restated in Section 1.5 below,

## 1.4.2 COMMUNITY INPUT

The City values public involvement in the planning process. So, in addition to the involvement of the Steering Committee throughout the WRSP process, an extensive Community Outreach Program was implemented including community workshops and opportunities to participate and comment online.

# 1.5 Planning Principles

The WRSP Steering Committee (a group of citizens, City staff members, and elected officials) identified key issues and desired outcomes for the WRSP. After a review of General Plan goals, policies, and a visual character exercise, the Steering Committee identified a series of Watson Ranch Planning Principles that frame the vision for the WRSP Area. The following Principles have been restated and are intended to guide the WRSP Area towards a residential, commercial, and recreational destination that will serve as a centerpiece for the City and home to future residents. Planning principles are defined as vision oriented statements developed by the Steering Committee during the community outreach process.

## 1.5.1 WATSON RANCH PLANNING PRINCIPLES

Principle 1 - Create an active, vibrant town center.

Principle 2 - Deliver an access and circulation plan that sufficiently addresses traffic.

Principle 3 - Advance an economically viable project that is compatible with existing American Canyon businesses.

Principle 4 - Provide a mix of retail, commercial, hospitality, and residential land uses.

Principle 5 - Protect and integrate the NVR&G as a central feature/place.

Principle 6 - Provide a variety of public spaces and amenities.

Principle 7 - Reinforce the distinctive character of American Canyon and reflect the comfortable, and nostalgic small town charm.

Principle 8 - Provide a blend of visitor and local serving uses.

Principle 10 - Provide gathering places for locals.

Principle 11 - Prioritize the restoration of the NVR&G into the Town Center in Phase 1.

Principle 12 - Ensure a sustainable project – economic, social and environmental.

Principle 13 - Fully address school needs to include an on-site elementary school.

Principle 14 - Connect and integrate neighborhoods with vehicular, bicycle, and pedestrian connections throughout the WRSP Area.

Principle 15 - Ensure a range of housing opportunities to meet physical, economic and social needs of the population.

Principle 16 - Create traditional neighborhoods with strong architectural character and tree-lined streets.

Principle 17 - Reflect a historic small town character in the residential neighborhoods adjacent to the NVR&G

Principle 18 - Create a unique place that is the “gem” of American Canyon.



# CHAPTER 2 - EXISTING CONDITIONS

## 2.1 Project Location

The City of American Canyon is situated along the southern tip of Napa County. Located on Highway 29, American Canyon is approximately eight miles south of the City of Napa and thirty five miles northeast of San Francisco. The Watson Ranch Specific Plan (WRSP) Area occupies a portion of the eastern edge of American Canyon within the City's urban limit line.

Figures 2.1 and 2.2 show the location of the WRSP Area in context with the surroundings, both regional and city wide.

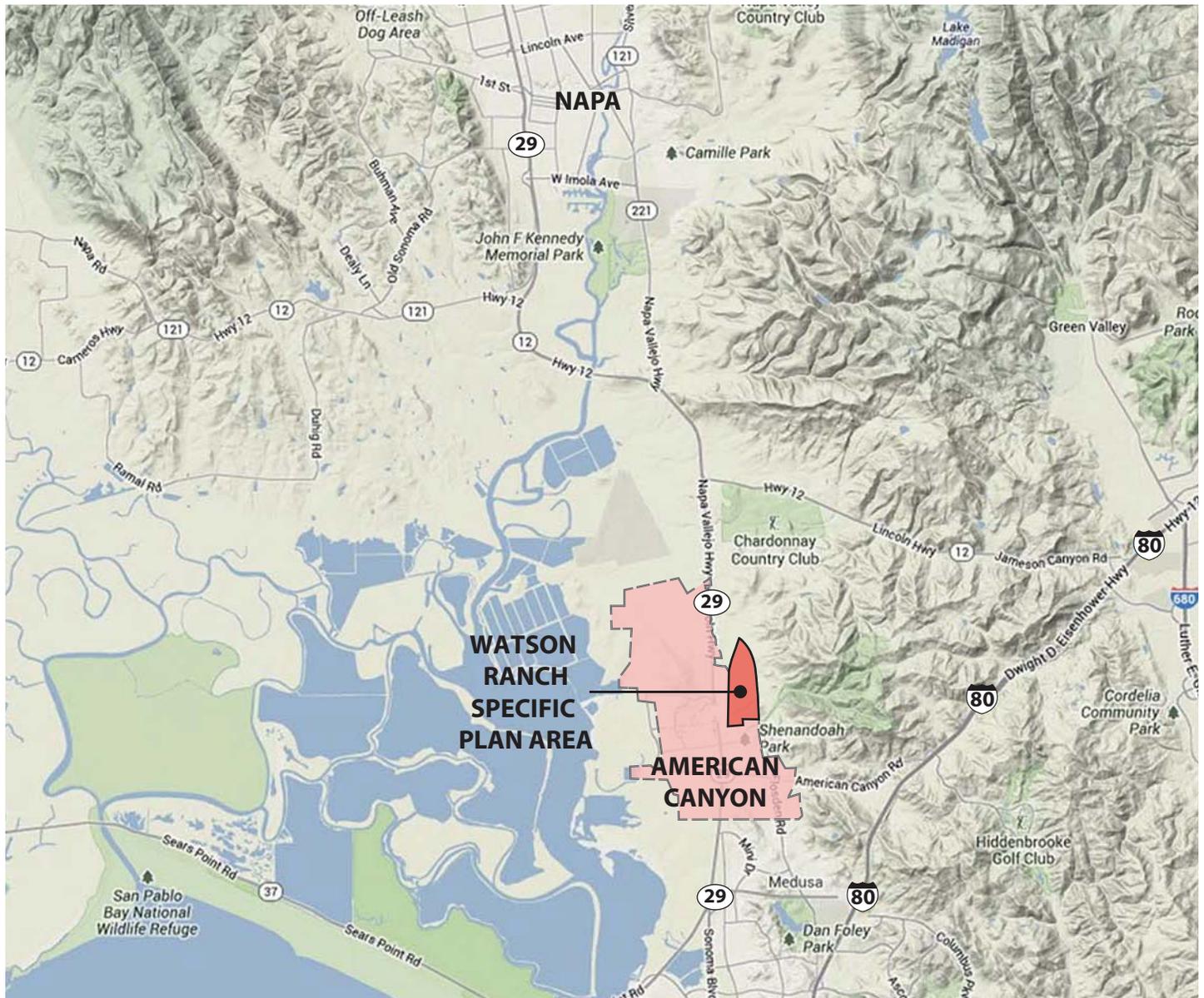


Figure 2.1 : Regional Site Context

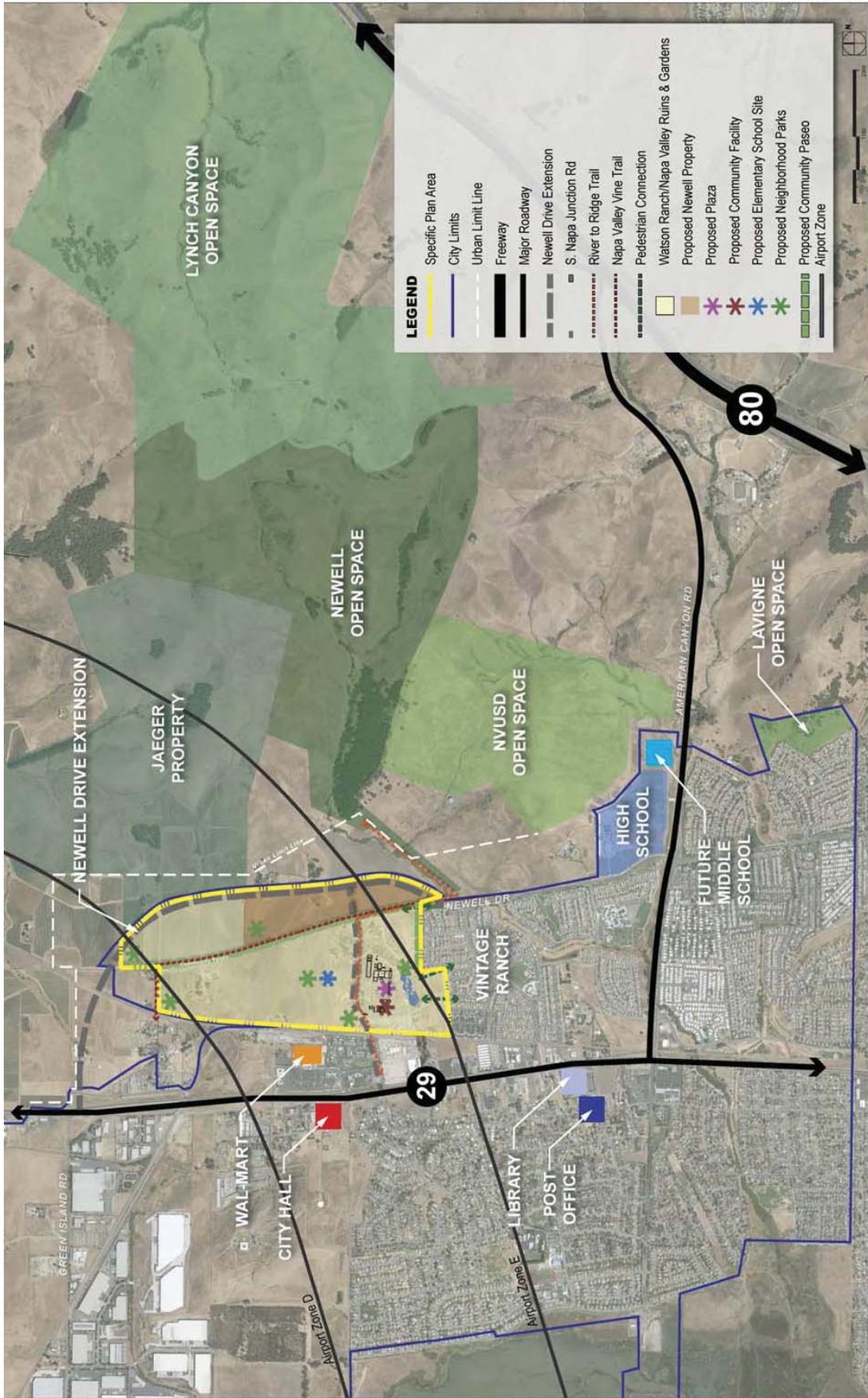


Figure 2.2 : Local Context

## 2.2 Ownership

The WRSP Area is approximately 309 acres of which approximately 252 acres is owned by American Canyon 1, LLC while the remaining 57 acres is owned by the Newell Family interests. Figure 2.3 indicates the location of each

individual ownership within the WRSP Area. American Canyon 1, LLC, and the Newell Family interests are co-applicants for the WRSP.

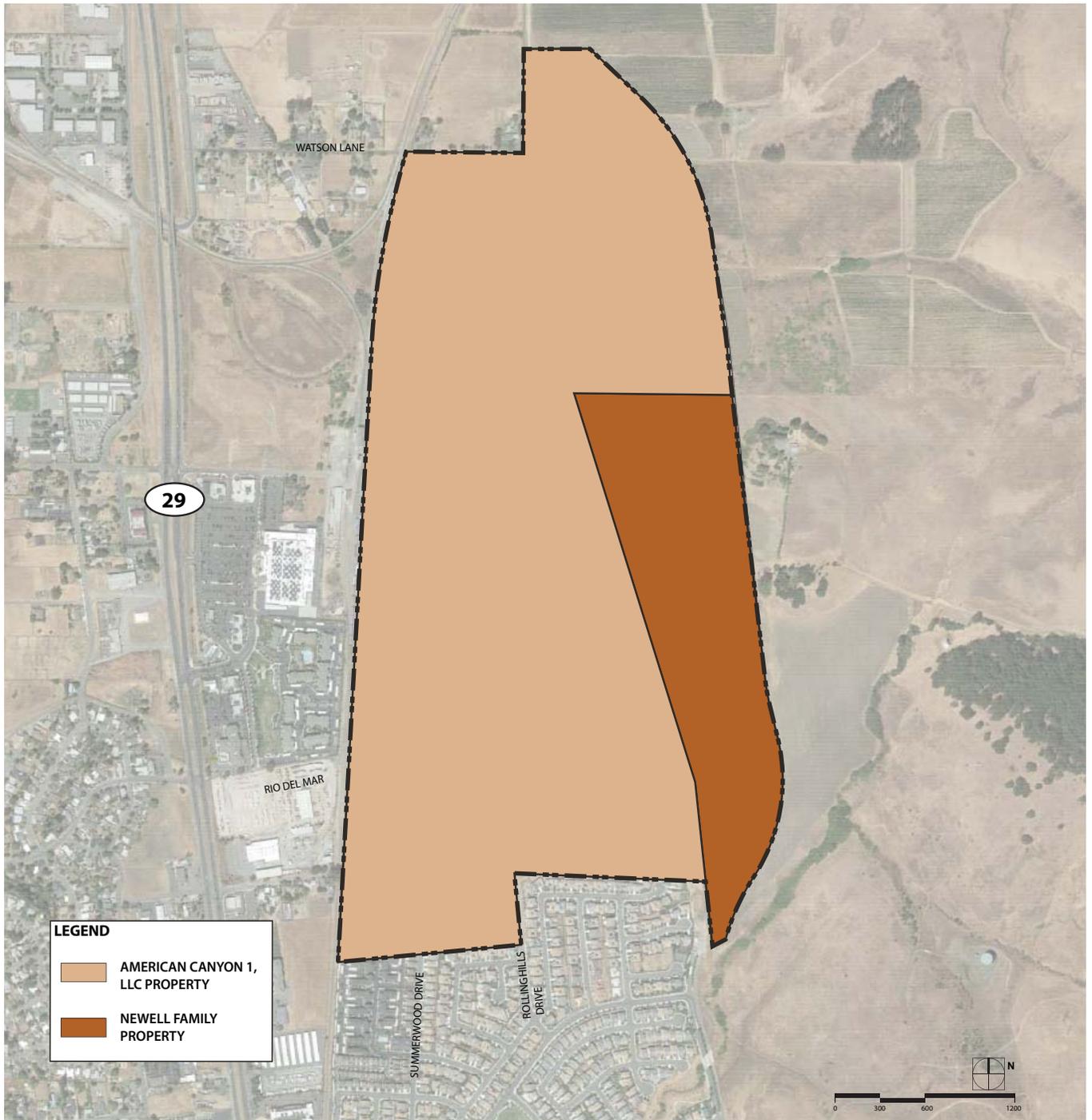


Figure 2.3 : Property Ownership

## 2.3 Project Setting

The WRSP Area is bound on the west by a Union Pacific Railroad line, which is currently leased to California Northern Railroad (CFNR). CFNR has a switching yard adjacent to the western edge of the WRSP Area at Napa Junction Road. There is a permitted, unimproved at grade crossing at South Napa Junction Road. The Rail line while active, is not heavily used. To the south is the existing Vintage Ranch neighborhood development. The eastern edge of the WRSP Area is the City limit line and will be defined by the future extension of Newell Drive. Beyond Newell Drive

to the east is open space which includes the Newell Open Space Preserve. A small rural residential enclave is located outside the City limits off Watson Lane at the northwest end of the WRSP Area. (See Figure 2.4)

The existing terrain within the WRSP Area varies from relatively flat in the west, to gently rolling hills to the north and east. In general, elevations drop from the east to the west. The vegetation on-site is predominantly short seasonal grasses with some limited hay production. Trees

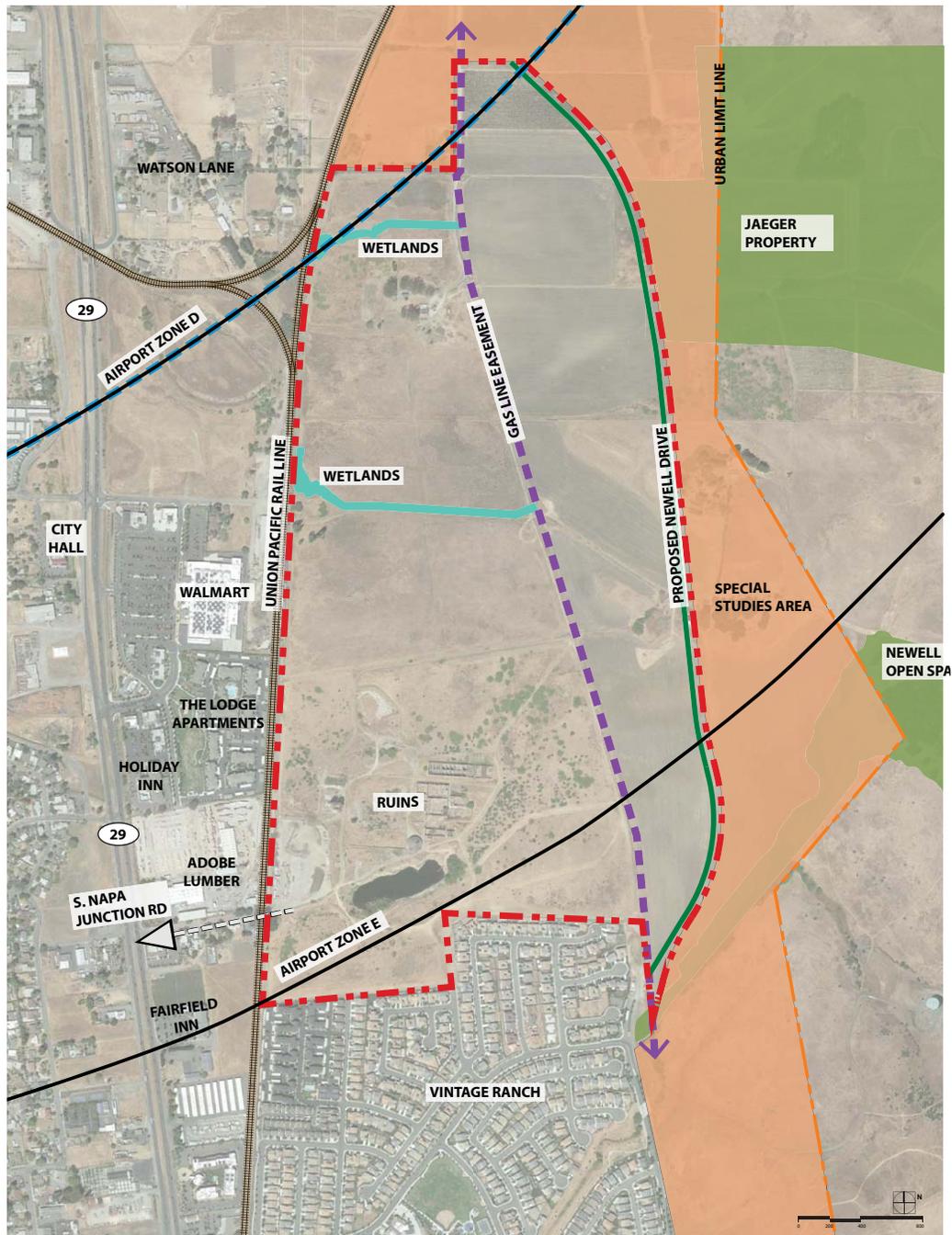


Figure 2.4 : Existing Conditions Map

on site are limited with a cluster of eucalyptus trees on the north end of the WRSP Area.

Located in proximity to the NVR&G is an approximately three (3) acre lake referred to as the “quarry lake” or “pond”. There are two minor wetlands that generally run east to west across the site between the PG&E Gas Line and the Union Pacific Rail line. Numerous field studies were conducted for the WRSP Area. Biological features including wetlands and special status species were evaluated and preliminary results are reflected on Figure 2.4. Additional analysis and information may be found in the WRSP Environmental Impact Report (EIR).

Existing structures on site include the substantial concrete structures in the south end known as the NVR&G. These are the remnants of a Portland cement plant, a turn of the century industrial use. The Napa County Airport is located approximately two (2) miles northwest of the WRSP Area. As a result, the WRSP Area is subject to Napa County Airport Land Use Plan Compatibility Zones. These zones are designed to address airport noise and safety concerns by restricting certain land uses that are incompatible with airport operations. A small portion of the northwestern corner of the WRSP Area is affected by Zone D, which substantially restricts residential development. No residential uses are proposed for this area of the WRSP. A large portion of the WRSP Area is within Zone E (see Figure 2.4). Zone E has no land use restrictions but requires review by the Airport Land Use Commission for any General Plan Amendment or Specific Plan Amendment or approval. Therefore, the WRSP was referred to the Airport Land Use Commission (ALUC) in 2016. The ALUC made a determination of consistency for the WRSP with the Airport Land Use Plan on August 17, 2016.

## 2.4 Site History

At the turn of the twentieth century, a limestone quarry was in operation on the southern portion of the site within the WRSP Area. This led to the opening of the Standard Portland Cement Company in 1903. This company, with up to 200 employees working in 12 hour shifts, produced 2,000 barrels of cement a day. This cement was vital in helping rebuild San Francisco after the 1906 earthquake and fire.

In the 1930's the cement company closed. In the 1950's, the Basalt Rock Company took over and produced lightweight aggregate used in concrete for high-rise buildings. This continued until 1978 when the Basalt Rock Company closed.

The 1903-1930 industrial uses created most of the structures known as the “ruins” that remain on the site today within the NVR&G. Because of this long time frame, the facilities were built with different levels of structural integrity and today are in various stages of decay.

In 1985, Jaeger Vineyards purchased the property. After failed attempts at grape cultivation, it was determined that the soils on the site will not support vineyards and the property should be put to other uses.

American Canyon incorporated as a city in 1992. 30 acres of the subject site, in the vicinity of the ruins, was included within the newly formed City limits. The remaining acreage stayed in the unincorporated County of Napa. Interest in the property began to grow as the future site of a new Town Center and, in 1994, the City's General Plan designated the property as the “Town Center”. In 1999, as a result of ongoing public support for the project, American Canyon voters approved “Measure C” with more than 83% of the vote. This citizen initiative pre-zoned 70 acres of the property to “Town Center”. That same year, Napa County LAFCO added the 70-acre portion to the City's Sphere of Influence, making it eligible for annexation.

In 2008, an Urban Limit Line (“ULL”) was approved by the City of American Canyon. The ULL governs growth boundaries for the City through the year 2030. In 2010 LAFCO approved the annexation of the WRSP Area. A lot line adjustment establishing the approved City limits was recorded in 2011.

In 2012, a concept for adaptive reuse of the ruins within the NVR&G as a local and regional destination was prepared. The City of American Canyon reviewed the concept as well as the feasibility study prepared by the consulting firm Economic and Planning Systems, Inc. (EPS). In 2013 the City of American Canyon updated its Circulation Element, which assumed the land uses set forth in the WRSP. Both the Circulation pattern in Chapter 7 and the Land Use Concept in Chapter 4 respond to the policies and standards included in the Circulation Element.

This page intentionally left blank.

# CHAPTER 3 - VISION AND DESIGN STRATEGY

## 3.1 Vision

The Watson Ranch Specific Plan (WRSP) promotes the development of a vibrant, progressive, and fully integrated community; one that will be recognized as a memorable place to live, work, and play for present and future generations. The overall plan will include a series of neighborhoods that integrate housing, recreation, retail, and commercial opportunities. The WRSP Area will be a vibrant, memorable place where civic, destination shopping, dining, hospitality, employment, residential, and recreational uses converge. This opportunity provides a community gathering space within the City of American Canyon serving visitors and residents while preserving American Canyon's small town feel and character. The execution of this character is governed by the Development Regulations in Chapter 6 and influenced by the Design Guidelines in Appendix A of the WRSP.

Key components to the success of this urban fabric include community threads such as pedestrian and bicycle friendly streets, open space connections, and vistas to important community monuments, such as the Napa Valley Ruins & Gardens (NVR&G). These urban design features link neighborhoods into a cohesive community, yet allow them to have individual character. These linkages and their focal points establish the framework and character of the new community. In addition to this community structure, strong and simple distinctive architecture and landscape themes will help to establish a unique identity.



*Standard Portland Cement Company ruins, present day*



*Community event opportunities*

# 3.2 Community Framework

Primary access points into the WRSP Area are from Newell Drive and Rio Del Mar Road, the latter of which will provide a direct link from Highway 29 to the Newell Drive extension. Rio Del Mar Road extends into the WRSP Area in an east-west alignment along the north side of the NVR&G and ultimately connects to Newell Drive on the east. It provides access to various activities and establishments within the NVR&G as well as residential neighborhoods to the north. Homes will front directly onto Rio Del Mar Road, with vehicular access provided via alleys behind the homes. This creates a gracious, activated street-scene at the heart of the community.



Activated street scene as could occur at the NVR&G



Organized community Events



Casual community gathering spaces



Homes fronting on Rio Del Mar activate the streetscape



Event at the ruins



Note: Housing product type and mix and local neighborhood street patterns are for illustrative purposes only and may be subject to change.

Figure 3.1 : Artist's Conceptual Illustrative Plan

Connectivity is a key component to ensuring the WRSP Area is an integrated, walkable community that accommodates a variety of uses. Pedestrian oriented streets form a modified grid system where neighborhoods flow together and are not developed in tracts separated by walls. The modified grid also allows the neighborhood pattern to work with the existing topography.

The majority of the residential neighborhoods lie to the north of Rio Del Mar Road and are linked together by a minor collector road. This road includes on-street striped bike lanes and six-foot wide sidewalks that encourage walking and cycling within the community to parks, the proposed school, and to the NVR&G.

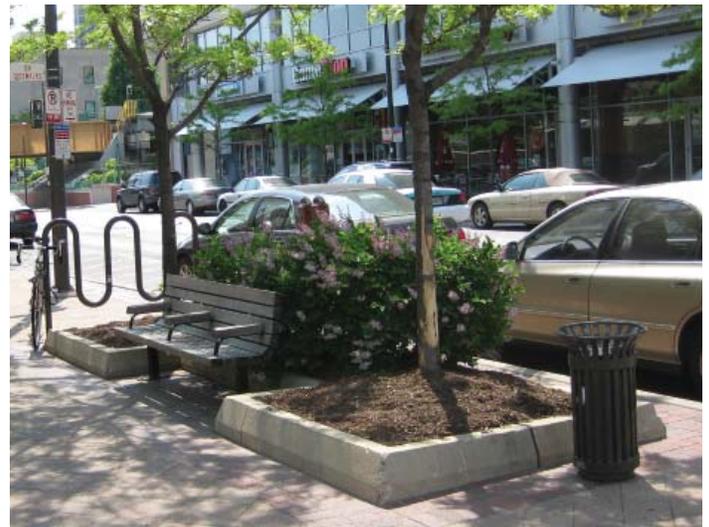
The proposed elementary school is centrally located to provide walkability for as many residents as possible. To further strengthen community connectivity, two regional trails, the River to Ridge Trail and the Napa Valley Vine Trail are linked to a series of internal trails that loop through the WRSP Area. Parks are strategically located along the primary trail linkages with one major park being collocated with the school, creating a larger combined central open space feature. A detailed description of the parks and trails is provided in Chapter 5.

The Napa Valley Vine Trail is a major north/south pedestrian and bicycle amenity forming the backbone of the community. In order to facilitate an optimum trail experience, road crossings are minimized to only two road crossings. Pedestrian and bicycle connectivity to the adjacent neighborhoods is seamlessly integrated, while East/West vehicular connectivity is minimized. To promote pedestrian and vehicular access to the Napa Valley Vine Trail a variety of design techniques are used, such as single loaded streets, integration of the park and trail systems, and an extensive network of secondary trails and sidewalks that connect the neighborhoods with the regional trail. Section A.3.1 in Appendix A addresses how roads and homes interact with this trail corridor.

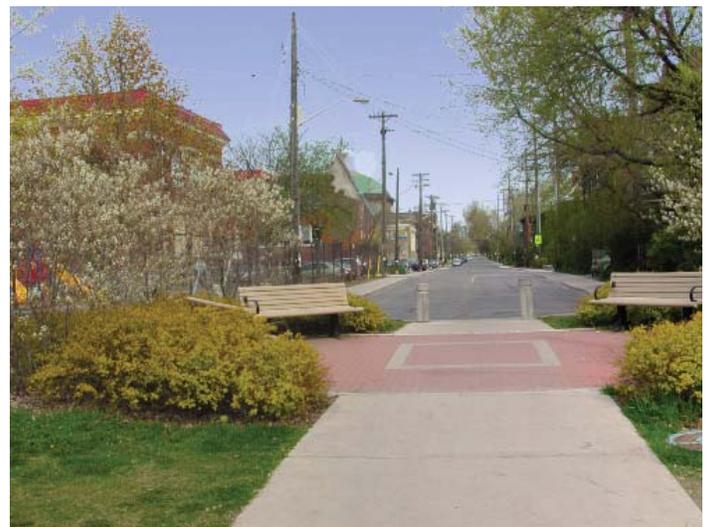
A palette of coordinated streetscape furnishings will enhance the WRSP's urban areas. Furnishings such as bike racks, drinking fountains, newspaper racks, trash receptacles, and benches are envisioned to be provided at appropriate locations.

The NVR&G will function as a mixed-use Town Center and will be the focal point of the WRSP community where uses such as festivals, wine tasting, brew pubs, dining opportunities, hospitality, and retail all converge within the central organizing element of the NVR&G structures. It is anticipated that this area will develop organically over time so the standards and guidelines in this document, while being directive, are intended to allow flexibility to encourage creative uses and design solutions in the adaptive reuse of the existing NVR&G structures.

The Conceptual Illustrative Plan shown in Figure 3.1 and Figure 3.3 is a representative illustration of how the WRSP design vision is intended to translate into a series of neighborhoods and community amenities that together integrate into the context to create a strong sense of community. Precise street alignments, lot locations and building locations will be determined at the time of tentative map approval, and must be substantially consistent with the goals, objectives, and policies of this Specific Plan.



*Coordinated streetscape furnishings*



*Appropriately located street furnishings; trail connections*

### 3.3 Napa Valley Ruins & Gardens Vision

A unique feature of this site is the physical remnants of the property’s former industrial history. The surviving concrete walls and partial structures from the early 1900’s operations are commonly referred to as “the ruins”. These ruins form an important and highly visible feature within the WRSP Area. These building remnants, which have a unique mass and scale, will play an important role in establishing the WRSP Area as a memorable place and important community feature of the City of American Canyon. See Figure 3.2 for the location of the existing structures.

The vision for the NVR&G is to ensure the return of the site to a productive use for the enjoyment of future generations as a public and private multi-use area while maintaining the significance of the historic resource and integrating the historic essence throughout the WRSP Area by reusing

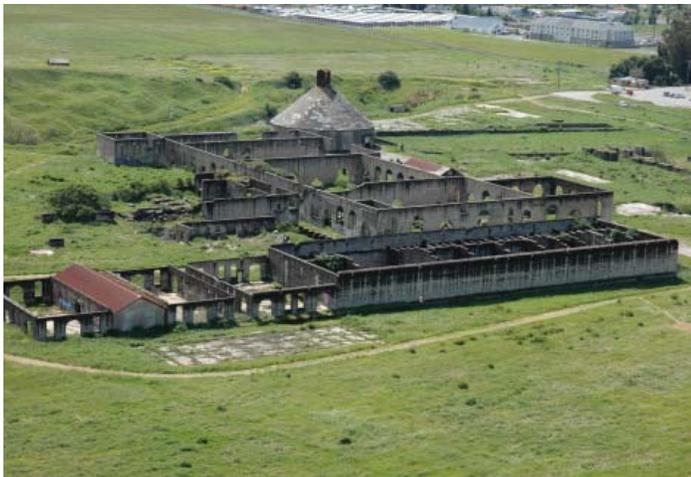
some building elements such as concrete footing piers creatively on site as markers, signs or landscape elements.



Lights add ambiance to gathering spaces



Historic photo of operational industrial use



Existing structures today



Existing structures today



Figure 3.2: Existing structures

With the uses intended for the NVR&G, it is important to understand how the existing structures will be repurposed. This overview outlines that intent. For more detailed information, refer to the NVR&G Preservation Plan in Appendix C.

While not considered historical resources, the ruins of the Standard Portland Cement Company plant, which were built between 1903 and 1935, are considered important to the City of American Canyon. The district includes three buildings which still have partial roofs, one warehouse building with a partial roof, numerous concrete monuments, and a quarry. The site has an informal rustic and industrial yet rural character. The existing structures occupy a knoll on the east side of the City of American Canyon. The site has views of open space oak savannah and hills to the east; the City of American Canyon to the south; the City of American Canyon, Napa River, wetlands, Marin County, and Mt. Tamalpais to the west; and American Canyon, vineyards, and greenbelt to the north.

Due to the simple fact that most of the buildings on site are ruins, a National Register or California Register eligible district does not exist at the Portland Cement Plant Ruins. Nevertheless, the importance of the site to the City of American Canyon and residents of Napa County remains. Therefore, many of the existing structures on the site will be retained for re-use. Given the property's advanced state of deterioration, a mix of preservation approaches will be used, including rehabilitation, alteration, addition, selective demolition, stabilization, and new alternative uses.

The district includes several buildings with partial roofs, numerous concrete monuments, and a quarry. The warehouses, rotary kilns, manufacturing buildings, machine shop, laboratory, and cooperage are envisioned to be stabilized and repurposed preserving the character defining arches. The silos may or may not be demolished depending on economic and market factors.



Figure 3.3: NVR&G Illustrative Detail; refer to section 3.3.1 for more relating to each numbered area.

### 3.3.1 THE NAPA VALLEY RUINS & GARDENS FEATURES AND USES

Uses within the NVR&G are envisioned to be integrated among the ruins with a blend of new structures, semi-improved ruins without roofs, and dedicated outdoor spaces. The envisioned uses include small scale convenience or grocery, retail shops, micro-brew pub, wine tasting and picnic venues, restaurants and mobile food venues, hospitality, wedding event center, corporate and private event center, as well as an area for community event activities such as farmers markets, art shows, and/or seasonal festivals. In addition to traditional cafe or restaurant uses, a gourmet food truck parking court is proposed. Other uses such as a public market that focuses on local food and products and community gardens are intended to celebrate the agricultural heritage of the Napa region and bring food production directly into the site. Live/work and/or mixed-use residential units are also proposed to complement the surrounding commercial and hospitality uses.

The layout of the NVR&G takes its cues from the main ruins structure. This structure creates a series of “rooms” or cloisters that are distinct yet connected. While the intent is described here, the WRSP provides for flexibility of the commercial uses and locations that is needed in order to respond to market opportunities. The NVR&G is intended to be a private commercial facility that has the feel of public open space and serves as a central community facility offering access for both public and private events. The “public” sense of place is defined by a community plaza (see item 9 below) and an adjoining site for a Community Center building. The NVR&G will be privately maintained and operated with agreement for public use defined through separate agreement with the City (see Implementation Chapter 9).



*Future wedding chapel*



*Future restaurant area*



*Ruins form unique backdrop for weddings*



*Ruins walls form enclosed spaces or “cloisters” in the main ruins area*

The following numbered paragraphs correlate with the numbers on Figure 3.3:

**1. Chapel / Wedding Area**

Directly adjacent to the event center is a small structure, previously a power house that will serve as a wedding chapel. The surrounding gardens may be used for weddings and other similar private gatherings. Landscaping and a slight elevation change provides a sense of privacy for events, while still being visually connected to the adjacent spaces.

**2. Main Ruins Structure – Wedding and Event Center**

This area may be the most iconic of the ruins structures. The massive walls enclose three main “rooms” flanked by two smaller spaces. These spaces, gardens and plazas, provide for various events such as receptions, business venues and other private gatherings. While it is not envisioned that the structures would have roofs added to them, they may incorporate permanent or temporary tensile structures or other free-standing means to provide shelter from the sun or rain.

**3. Restaurant Building**

A fourth “room” of the main ruins structure is an ideal restaurant location. It will have excellent visibility from Rio Del Mar. Its adjacency to the event center and wedding venue creates a strong synergy with those uses. The enclosure created by the ruins walls will provide a very unique dining experience.

**4. Pizza and Coffee Building**

A fifth and smaller “room” of the main ruins structure is well suited for a café or coffee shop. A café or coffee venue encourages people to spend time socializing and enjoying a place.

**5. Winery / Wine Tasting Area**

Another prominent feature within the NVR&G is the round building. At approximately 65’ in height, it is visible from the surrounding area and from Highway 29. This structure will be renovated to house a use such as a winery and/or wine tasting venue. Multiple wineries will have an opportunity to sell their product in a cooperative wine tasting venue. This is an important use that will serve somewhat as an anchor and will help establish the overall atmosphere and vibrancy of the NVR&G.



*Winery / Wine tasting venue*



*Activities at NVR&G*



*Activities at NVR&G*



*Sculpture Garden*

## 6. Farmer's Market

Directly west of the round building is a slightly elevated area that is ideal for use by a farmer's market, craft festival, or other similar event that involves a village of individually tented vendors or exhibitors. This area is adjacent to parking, has high visibility from Rio Del Mar and forms the southern edge to the Picnic Area and Ruins Gardens.

## 7. Picnic Area

To the west of the main ruins structure is a central area that will be open for passive uses such as picnicking, enjoying a glass of wine and food, and people watching. This area may include elements such as permanent chess/checker tables, benches and seat walls, bocce courts, or a fire pit. This area can also be utilized for additional space for the various festivals or events the NVR&G will host.

## 8. Sculpture Garden

Artisan beverages, food, and gathering venues are fundamental to the creation of a sense of place at the NVR&G. A strong tie to the arts is a natural fit with this character. The area enclosed by rows of existing concrete monuments next to the Picnic Area is envisioned as a garden. This space could be available to host exhibits from local artists, regional museums, private collections from wineries in Napa Valley and other sources. This will be a unique draw for American Canyon as nothing similar exists in the region.

## 9. Mobile Food Truck Venue

An exciting movement sweeping the dining industry is the mobile food truck. These businesses provide high quality, freshly prepared food and beverages and are untethered to a static location. In most cases they simply arrive at a destination such as a festival or park wherever they can because they are self-contained, and are open for business. In response to this dining industry movement, an area for food trucks will be provided and located next to the Community Plaza. This area will be supplied with power for the trucks, eliminating their need to use generators. While the location and amenity is fixed, the individual trucks will vary, thus allowing for variety and change in the offering and a dynamic food experience. Additionally, this area may serve as overflow or flex space when trucks are not present.



*Outdoor performance venue*



*Mobile culinary trucks*



*Events at the Community Plaza*

## 10. Community Plaza

An important objective of the WRSP, consistent with the General Plan goal of creating a Town Center, is to provide a public plaza that is available for unrestricted use by the public and for events sponsored or scheduled by the City. This large open area is set back from Rio Del Mar and has easy access to parking. It also has good visibility from Rio Del Mar. Utilizing the existing concrete monuments to form a backdrop, the existing grade change provides an opportunity to create a slightly elevated stage area to support concerts, performances, or movies. The mobile food truck parking area at the south edge of the Community Plaza will provide support for these types of community events.

## 11. Children's Play Area

Just to the east of the Community Plaza and to the north of the Sculpture Garden will be a Children's Play Area. Play structures will contain play experiences that encourage discovery of the history of American Canyon, the WRSP Area and the Basalt Plant/Portland Cement Factory ruins.

## 12. Community Center Site

Directly adjacent on the west side of the Community Plaza is a site for a future Community Center building. Until such time that a Community Center is constructed on this site, it will function as overflow space for large events at the plaza, or will provide for passive use when a small to medium sized event is occurring in the plaza.

A future Community Center building will look out onto the community plaza and will be conveniently located in proximity to the children's play area as well as parking.



Children's play area

## 13. Parking

The manner in which parking is provided for the various uses in the NVR&G is critical to creating a project that is both economically successful and a truly pedestrian oriented place. Parking will be provided on Rio Del Mar as parallel or angled parking and in parking lots that support the various uses. Parking areas will be distributed throughout the NVR&G to allow for proximity and ease of access and to reduce their scale. Parking for larger events may be provided in vineyard or orchard lots that when not in use, simply support the landscape character of the area.

## 14. Brewery / Brew Pub

Another use that is important to support the vibrancy of the NVR&G is the inclusion of a brewery/ brew pub, or craft distillery with a tasting room. This use would be best located on a portion of the small existing ruins structure adjacent to Rio Del Mar and the outdoor space on either side that is partially enclosed by existing walls. By locating this use here, it will help to bring a vibrancy to the east side of the main ruins structure.

## 15. Retail/Commercial

The remaining portion of the brewery building envisioned as a retail/or commercial space.

## 16. Outdoor Performance Venue

Adjacent to the east side of the main ruins structures is an area that due to its topography is a natural place for an outdoor stage and performance venue. This performance venue will be conveniently located next to parking, as well as the overflow orchard parking.



Community gardens

### 17. Community Gardens

With the importance of agriculture regionally and food being an important element of the NVR&G uses, food production is also an important component. Community gardens (“urban agriculture”) will play an important role in the education and participation in the production of healthy food. Gardens that serve individual restaurants may also be included.

### 18. Charcuterie

At the southwest corner of the group of ruins structures is a small concrete structure. This structure and location is appropriate for artisan food uses such as a charcuterie.

### 19. Festival Space

The space between the Quarry Lake Park and Community Gardens is envisioned as a gathering space, where local festivals and community events could occur.

### 20. Quarry Lake Park

The former quarry lake and its surroundings provide a unique park and recreational experience. This park facility is proposed to be privately maintained and operated, yet accessible as a public amenity. Access to the water for recreational purposes will be restricted. On the west, south, and east sides of the lake will be trails and viewing places. Picnic opportunities will be provided, predominantly at the east end where a natural bowl occurs. There is also an opportunity to add a private skate park and/or BMX park, as well as provide a location for food festivals. Specific programming of recreational facilities in public parks will be coordinated with the City Parks and Recreation Department. The trails will connect back to the NVR&G and the residential neighborhoods to the south and north.

### 21. Additional Parking

To minimise the visual impacts of parking lots, parking is distributed throughout the NVR&G to allow for proximity and ease of access.

### 22. Artisan Building

The “Maker” movement is gaining momentum across the Bay Area and the country. Appreciation for hand crafted items of all types is on the rise. Providing a place for artisans (“makers”) to work their craft or art is consistent with the concept of the adaptive reuse of the ruins. The location of this proposed use is a unique concrete building with limited openings. A free-standing roof structure may cover the existing building, making it weather protected, but not necessarily weather tight. Access doors, whether egress-sized or larger roll-up doors, would need to be cut into the concrete walls. It may also house a market similar to the Oxbow Market in Napa that establishes a place for local crafts people and artists to sell their wares, or to enjoy local food from those who produce it.

### 23. Hospitality / Hotel / Hotel Parking

This use is proposed to be located on the north facing slope of the hill in the eastern side of the NVR&G. This location provides commanding views and allows for the opportunity to provide adequate parking, and a bold landscape statement. The site terrain will be sensitively graded to provide a road to the hilltop site. The Hotel will be a “boutique hotel” of approximately 200 rooms with the supporting amenities. The use is intended to be complementary to and work in conjunction with the wedding and event center use in the NVR&G.

### 24. Overflow/Event Parking

Large community events and private events will take place at the NVR&G. As these will be scheduled



Brewery



Hotel

events and not daily activities, the parking needed to accommodate the influx of people can be provided in the orchard. When planted, the orchard will be laid out to allow appropriate spacing and surfacing (crushed rock or other appropriate multiuse surface). This will create an area that is functionally suitable for parking, yet when not being utilized, is simply an element of a strong landscape statement. Parking needs for very large events above and beyond what the on-street and on-site parking can accommodate could be provided through special arrangement at the high school and accessed via shuttle.

**25. Live/Work Building**

This location provides an opportunity for a future live/work building. On the south side of the farmer’s market area, this structure will provide a backdrop for that activity. Residents will also enjoy views to the south towards the Quarry Lake Park.

**26. Mixed Use Building**

This area provides an opportunity for a future mixed-use building to house residential above restaurants, retail, or a variety of other uses that complement and add vibrancy to the NVR&G. Its location will create a sense of enclosure on the north side of the outdoor activity areas in the center of the NVR&G.

**27. Potential Bus Stop / Shelter**

Vine Transit has two bus routes through the City of American Canyon. For more on transit and public services refer to Chapters 7 and 8 of the WRSP. Should a bus route be established along Rio Del Mar, a stop at the NVR&G should be considered along the Rio Del Mar frontage. Specific siting of a stop and shelter will be coordinated with the transportation agency at tentative map stage (see Implementation Chapter 9).



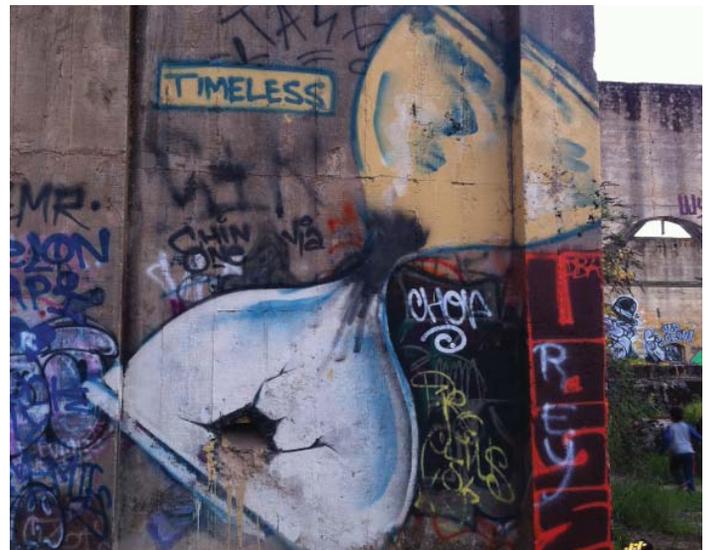
Quarry Lake

**28. River to Ridge Trail Connection**

The River to Ridge Trail is proposed to be incorporated as a multi modal trail along the NVR&G frontage at Rio Del Mar, connecting across the WRSP Area to the Newell Open Space on the east.

**29. Vineyards**

Around the edges of NVR&G adjacent to Rio Del Mar and along the southern edge along the Quarry Lake Park vineyards will be planted. The vineyards will act as a buffer from the road and will also provide a visual amenity that is coherent with the character of the area.



Existing graffiti art at NVR&G



Existing graffiti art at NVR&G



Artistic, unique signage



Artistic, unique signage



Landscape furnishings as community art

### 3.3.2 WALKABILITY

The various spaces and uses described above are interconnected by a network of wide walks and plazas. The entire NVR&G is intended to have a European feel, where a devotion to quality of life is evident and the rich history of the site is celebrated. It is a place where safety and service vehicles have access, but the area is a pedestrian dominated realm. The widest walks function as promenades where removable bollards allow vehicular access to different areas as needed. For example, vehicular access for drop-off is provided at the wedding chapel. When not being used for vehicular access, the space simply feels like part of the gardens, not an asphalt street or parking area.

### 3.3.3 COMMUNITY ART & SIGNAGE

Given the unique identity established by the NVR&G, community art can have a complementary role in energizing and defining the plaza and surrounding spaces. Community art may take the form of tile mosaics on the



Existing community art

buildings, interactive fountains, custom street furnishings such as benches, trash receptacles, and manhole covers, or seasonal items such as a playful and unique banner program. It may also include preservation of particularly creative graffiti art on the ruins themselves, or wall space dedicated to shows of street art.

Signage guidelines included in Appendix A, Design Guidelines, Section A.2.5 of the WRSP are intended to guide merchants towards unique and individual signage as this is critical in supporting this unique character.

### 3.3.4 LANDSCAPE CHARACTER

Supporting the unique architectural environment of the NVR&G will be a strong landscape design concept. Landscaping of this area will draw heavily from classic images and include lavender, roses, grasses and flowering vines. Trees such as olives, in groves or strong linear patterns may be used to further reinforce the wine country character. Rows of vineyards create a strong geometric statement and support the wine country aesthetic. Consistent with the direction of the City's Steering Committee, the landscape and public spaces should celebrate the history of the place through thoughtful design and interpretive signage.

The planting palette and design must be robust to match the strength of the existing ruins structures. Blending structure and gardens, the massive walls of the ruins could support vertical gardens that create soft yet geometric planes of plantings. The opportunity for vertical landscaping (or "green walls") builds on the unique identity of the place. See Appendix A, Design Guidelines, Section A.2.3 for specific guidelines.

## 3.4 Neighborhood Design Concept

Residential neighborhoods within the WRSP Area will provide variety in terms of individual character. Those closer to the NVR&G are more urban with a strongly gridded street pattern. Homes and row town homes along Rio Del Mar are envisioned to have front doors and porches that address the street. Vehicular access to these homes is provided via rear alleys. Moving north away from NVR&G, the topography becomes more variable, and the street pattern grid becomes more organic in form adapting to the natural landform. Lots begin to increase in size resulting in a transition to lower density moving away from the NVR&G.

Neighborhoods are not walled off from each other and pedestrian connectivity between neighborhoods, amenities, and regional trails is provided. A hierarchy of streets is defined in Chapter 7 (Circulation), which shows where they occur in the community and if they provide through connections or simply serve a neighborhood of homes. The street system is based on the concept of "complete streets". Streets are strategically located to provide the greatest access to parks and regional trails. Open-ended cul-de-sacs will be utilized extensively to minimize the conflict for vehicles and pedestrians along major trail routes and to provide both neighborhood traffic calming and visible pedestrian access to amenities.

Figure 3.1 depicts these design concepts at a community wide level in a Conceptual Illustrative Plan.



*Vertical landscaping*

# 3.5 Residential Design Vision

The WRSP provides for a range of residential densities with the intent of creating a dynamically diverse and integrated community of residential neighborhoods. Residential densities will generally be more intense in and around the NVR&G and transition to lower densities moving northward from there. This concept is in keeping with the City General Plan Policy for the Town Center designation. Concentrating density directly adjacent to the NVR&G improves compatibility of adjacent uses and supports activity within this mixed-use area. Transitioning to lower densities in neighborhoods farther away from the NVR&G responds to the increasingly rolling terrain to the north and east.

Drawing on classic neighborhoods of the early twentieth century, a wide range of housing types is envisioned in the interconnected neighborhoods. The range of housing types provided in the WRSP includes: town homes, live/work units, apartments, row town homes, duet units, cottages,

paseo oriented homes, small and standard lot homes. This diversity of housing types will both respond to changing lifestyles and preferences in housing as well as offer a wide variety of price levels.

By including options for homes, home buyers will have the ability to choose a home that is affordable by design. Empty nesters may choose the maintenance-free living offered by a townhome. Small business owners may choose the dynamic lifestyle of live-work home in the NVR&G, and families may choose a traditional home with great pedestrian and bicycle connections to parks and the proposed elementary school.

While diverse in product type and architectural character, the different neighborhoods will be woven together by the consistent design of the public realm (i.e. streets, trails and parks), carefully avoiding the segmenting of separate neighborhood enclaves. Architectural styles are envisioned to provide a wine country flavor to the neighborhoods, without creating a community that is too heavily themed. The architectural palette is a contemporary interpretation of Craftsman and American styles. These styles will be reinforced with a carefully selected landscape palette that



*Agrarian inspired style*



*Rustic, wine country architectural style*



*Craftsman architectural style*



*Simple forms inspired by the agrarian structures*

creates a memorable community with a strong sense of place compatible with the small town character of the City of American Canyon. Refer to Appendix A, Design Guidelines.

### 3.6 Parks, Open Space, Pedestrian & Bicycle Circulation Vision

The parks and open spaces for the WRSP Area form an integrated system with a wide variety of options for people to enjoy. In an urban neighborhood, this system is intended to provide more variety than a typical suburban park that is typically dominated by organized play fields. Park components within the WRSP Area include the Community Plaza at the NVR&G, an active park adjacent to the proposed elementary school, small private pocket/mini parks, and a neighborhood park in the northern portion of the WRSP Area along the Napa Valley Vine Trail. In the southern portion of the WRSP Area is a park surrounding Quarry Lake with passive recreational opportunities. All of these amenities are linked by a system of pedestrian and bicycle trails and pathways.

The open space that is within the NVR&G is urban in character (e.g. Community Plaza with a civic character). In contrast, the park surrounding the quarry lake, provides a more relaxed counterpoint to the urban nature of the NVR&G. Serving as the active play area for the community, Park “A”, adjacent to the proposed elementary school, takes advantage of the synergy between those two uses. The linear portion of Park “B” connecting to Park A forms a continuous green amenity and strengthens the network. Additionally, there are natural drainage areas and basins that are part of the overall WRSP

Area drainage system that will include trails along the edge.

All of these recreational amenities are linked together by a series of looping pedestrian trails and bikeways, providing access to the immediate neighborhoods as well as connections to the regional amenities of the Napa Valley Vine Trail and the River to Ridge Trail.

The vision for recreational amenities with the WRSP Area also includes the development of small, privately owned and maintained pocket or mini parks within the neighborhoods. These parks may be as small as a single lot and be passive in nature, but provide important places of urban relief within their context.

Community gardens are envisioned throughout the WRSP Area. These gardens build and support a sense of community around local food sources and stimulate events in support of health and sustainability. The community gardens may also be available for partnership with food and farm-based



Community gathering area



Large active play areas



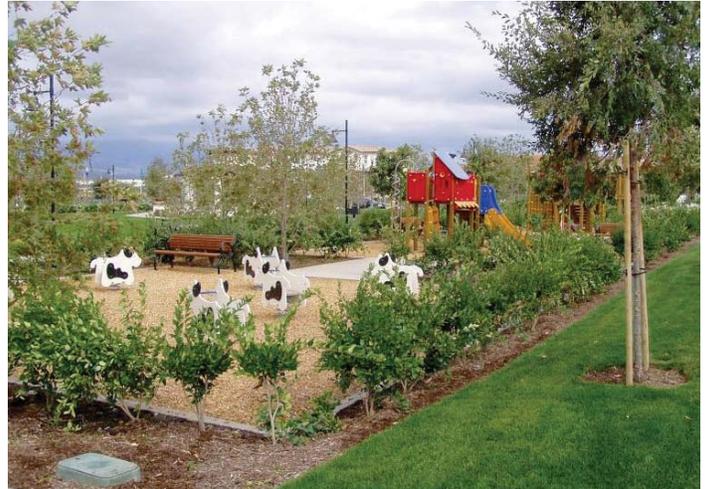
Pedestrian and bike paths

education programs for community members and for interactive educational opportunities for youth.

The community gardens will be located near multiuse paths to allow the pedestrian and bicyclist to view the “farm” from the path, making the gardens part of the daily pedestrian/ bicyclist’s experience and providing ways for residents to access them without using a motor vehicle.

The WRSP Area provides critical links in two regional trail systems. First, the River to Ridge Trail connects from Highway 29 on the west, along Rio Del Mar through the Plan area, to the extension of Newell Drive and the Newell Open Space beyond, providing a public connection to this open space on the east side of town. Second, the Napa Valley Vine Trail will run from north to south the length of the WRSP Area. The alignment of the Napa Valley Vine Trail correlates to an existing PG&E gas line easement that runs through the WRSP Area. These two regional trails converge at Rio Del Mar adjacent to the NVR&G, providing a great example of regional pedestrian connectivity.

Additional detail on the vision for open space, parks, and trails can be found in Chapter 5 (Parks and Open Space).



*Play area*



*Informal gathering areas*



*Dog park*



*Community gardens*

## 3.7 Special Design Considerations

While the Illustrative Plan shown in Figures 3.1 and 3.3 demonstrates how the ultimate build out of the WRSP Area might look, it is intended to be a concept only and it is recognized that it may be subject to change. The concept helps to illustrate important features in the overall design vision for the WRSP Area referred to herein as “special design considerations”. Figure 3.4 identifies the locations of these areas with special design considerations, further described below. These elements are fundamental to the community vision, and while recognizing that final neighborhood design may change at tentative tract map stage, the intent of these design elements must be adhered to. They are as follows:

1. Homes are required to front onto Rio Del Mar at the interface with the NVR&G. These homes are also required to have a usable front porch. Porches should be raised a minimum of 12 inches above street level. Individual driveways are not permitted along Rio Del Mar and access to garages shall be provided from the rear of the lots via alleys.
2. The access road off of Newell Drive shall align with the Open Space and school location central to the WRSP Area and serve as a focal point experience for this neighborhood. This new road shall intersect with the interior north-south street at a point where the north-south street parallels open space, thereby affording expansive views out over the park and school sites to the Napa River/wetlands beyond.
3. Homes fronting onto the Minor Collector may not have individual driveway access where sightlines are limited. Rear garages accessed by drive lanes (alleys) shall be provided. Homes fronting onto the Minor Collector are required to have a usable front porch. Porches should be raised a minimum of 12 inches or more above street level.
4. The linear greenway connection between Park A and Park B to the north is a very important community element. Where lots/homes are significantly elevated above the park (10 feet or more in vertical separation), they may back onto the park but must utilize open view fences as described in the Design Guidelines in Appendix A, Section A.5.2. Where the adjacent neighborhood and park are generally at the same grade (10 feet or less), at least 75% of the north/south length of the park shall have a public local street adjacent to it.
5. A Community Plaza for public and civic uses and events shall be provided at the NVR&G. The Community Plaza shall be a minimum of one acre in size and may include hardscape, areas for seating such as benches or low walls, landscape and lawn area, as well as a small stage or performance platform.



Figure 3.4 : Special Design Considerations

# CHAPTER 4 - LAND USE

## 4.1 Introduction

The proposed Land Use Plan for the Watson Ranch Specific Plan (WRSP) implements the City of American Canyon's General Plan land use designation of "Town Center" (see Figure 4.1a), which calls for a variety of residential densities and mix of land uses. The organization of land uses responds both to the physical features of the site and the policy framework of the General plan

The formation of the Land Use Plan (Figure 4.2) was a response to five key factors: (1) the policies set forth in the American Canyon General Plan (2) the incorporation of the existing ruin structures and lake, (3), the provision of higher residential densities around the Napa Valley Ruins & Gardens (NVR&G), transitioning to lower densities, (4) the placement of the 10 acre school site, and (4) the site constraints such as the PG&E gas easement and wetlands.

Any lawfully existing land use occurring at the adoption date of the WRSP may be continued, notwithstanding any omission of a particular use in the Permitted Uses Section.

## 4.2 Land Use Goals and Objectives

The following goals, objectives, and policies have been prepared to establish the implementation framework for land use oriented Planning Principles found in Chapter 1.

### **Goal 4A – Provide an integrated and diverse mix of land uses.**

Objective 4.1 – Provide integrated neighborhoods that contain both single-family and multifamily residential.

Policy 4.1.1 – Residential neighborhoods shall provide a broad range of housing types, including detached single family, attached single family, townhouses, condominiums, and apartments.

Policy 4.1.2 –The highest residential density shall be located around the NVR&G with a transition to lower density in neighborhoods further away.

Policy 4.1.3 - Within the MDR-16 and/or the HDR residential categories, a diversity in the mix of residential housing types shall be achieved by including both townhome and condominium housing unit types to be constructed as determined by the market. Evaluation of the product mix will occur on a phase by phase basis to ensure adequately integrated neighborhoods with a variety of housing types.

Objective 4.2 – Create a pattern of land use development that respects the environmental setting of the WRSP Area.

Policy 4.2.1 – The environmental resources of the City shall be protected including significant wildlife habitats and vegetation, hillsides and canyons, creeks, rivers, and wetlands.

Policy 4.2.2 – For the portion of the WRSP located within Airport Overflight Zone E, avigation easements shall be required. Prior to development or with the recording of Final Maps in any given phase, whichever occurs first, avigation easements shall be recorded on all existing and proposed parcels located within the given phase.

Objective 4.3 – Provide for recreational, institutional, commercial and service uses that support resident needs within or in close proximity to residential neighborhoods.

Policy 4.3.1 – A 10 acre elementary school site shall be centrally located to afford ease of access to the majority of new homes.

Policy 4.3.2 – Neighborhood serving convenience retail commercial use shall be located in the NVR&G near the frontage of Rio Del Mar.

Policy 4.3.3 – Parks, trails and open space amenities shall be interconnected as an open space system and integrated into the fabric of the residential neighborhoods.

**Goal 4B – Establish the WRSP Area as a traditional neighborhood development.**

Objective 4.4 – Provide diverse, high-quality residential neighborhoods with a range of densities.

Policy 4.4.1 – Neighborhoods shall include a variety of housing types.

Objective 4.5 – Create a neighborhood character that appears to have developed over time in conjunction with the NVR&G

Policy 4.5.1 - Homes along Rio Del Mar shall face onto the street with rear garage access creating an urban street edge.

Policy 4.5.2 – Front porches shall be provided on homes along Rio Del Mar.

Objective 4.6 – Provide an open network of streets with pedestrian and bicycle connections.

Policy 4.6.1 – Unique streetscape design standards, including elements such as landscape, street furniture, signage, way-finding elements, street trees and lighting shall be set forth in the development standards and design guidelines herein.

**Goal 4C – Establish a “Town Center” for the City of American Canyon.**

Objective 4.7 – Provide a diversity of retail, entertainment and service commercial uses that are oriented to the needs of both residents and visitors and positively contributes to the economic vitality of American Canyon.

Policy 4.7.1 – A range of permitted uses shall be established for the NVR&G (Mixed Use Land Use Category) such as an events center, wine industry related businesses, restaurants, outdoor dining, convenience retail commercial, hotel and visitor serving uses, etc.

Objective 4.8 – Provide public gathering places within the NVR&G.

Policy 4.8.1 – The NVR&G shall include opportunities for public and quasi-public community gathering spaces such as a community plaza, community center site, event lawns, and promenades.

Objective 4.9 – Establish the NVR&G as an important destination within the City of American Canyon.

Policy 4.9.1 – The Standard Portland Cement Company site shall be re-established as a functioning public and private multiuse complex with new businesses, gardens, performance spaces, and emerging artist spaces, while retaining the open rural setting.

Policy 4.9.2 – The historic character and significance of the ruins shall be retained as part of the adaptive reuse of the site.

Objective 4.10 – Ensure that commercial development within the NVR&G (Mixed Use Category) be designed to exhibit a high quality of architectural character that reflects its historical and cultural context.

Policy 4.10.1 – Specific design standards and guidelines for architecture in the NVR&G (Mixed Use Category) shall be provided in the WRSP.

## 4.3 General Plan Land Use Designation

The City of American Canyon General Plan Land Use Element, amended in June 2010, assigns a single Land Use Designation for the entire subject property as shown in Figure 4.1a.

### 4.3.1 GENERAL PLAN LAND USE DESIGNATION DEFINED

The WRSP Area, as defined by the City of American Canyon’s General Plan Section 1.19.2, is designated Town Center (TC):

**“Town Center (TC):**

*A) A rich diversity of land uses which may include government and community services, retail commercial, professional offices, entertainment, restaurants, cultural facilities (museums, libraries, etc.), visitor-serving facilities (hotels, information centers), event center/conference center, wineries, transit, parking, variety of housing types including single family attached and detached, townhouses, condominiums, mixed-use and*

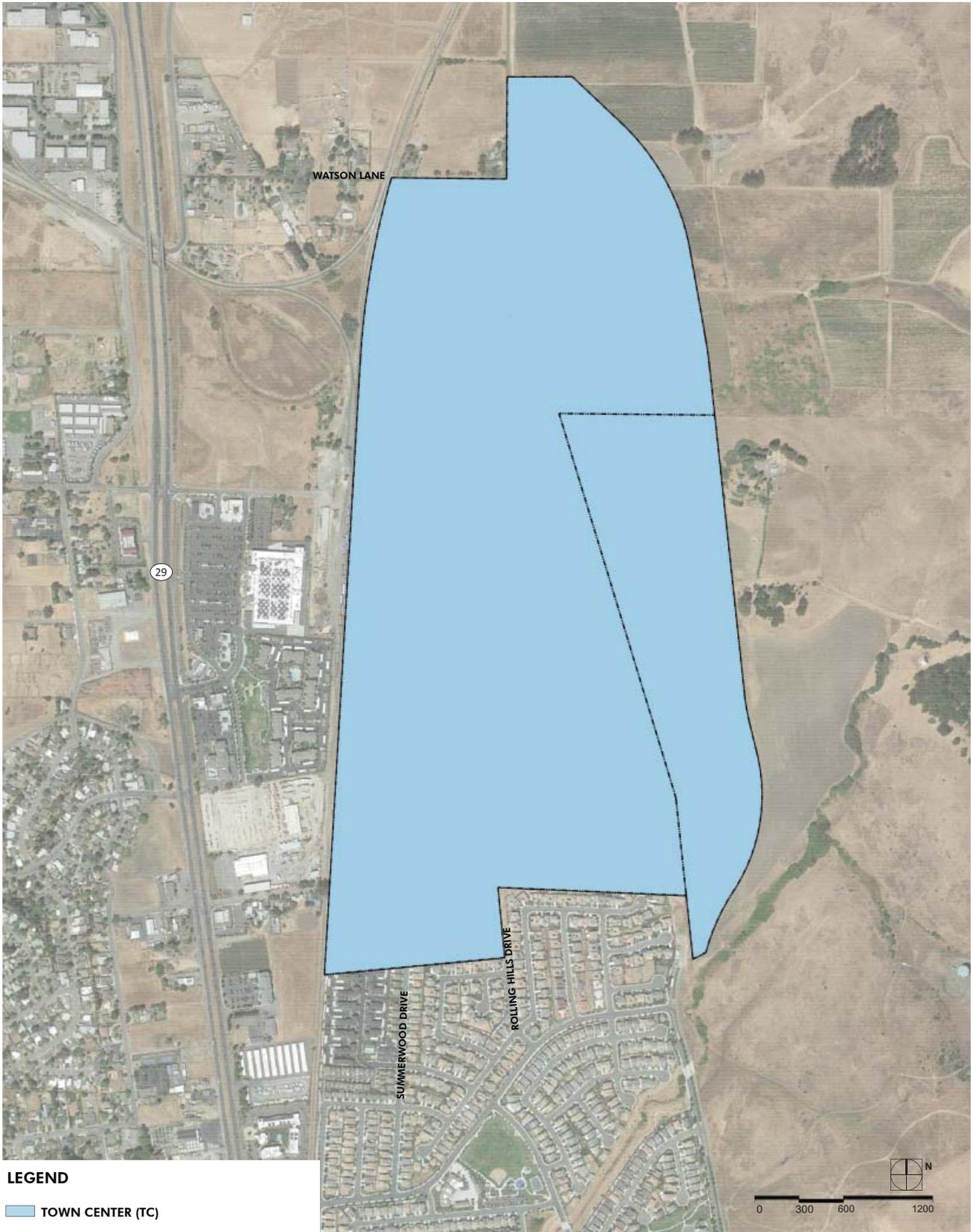


Figure 4.1a: General Plan Land Use Map

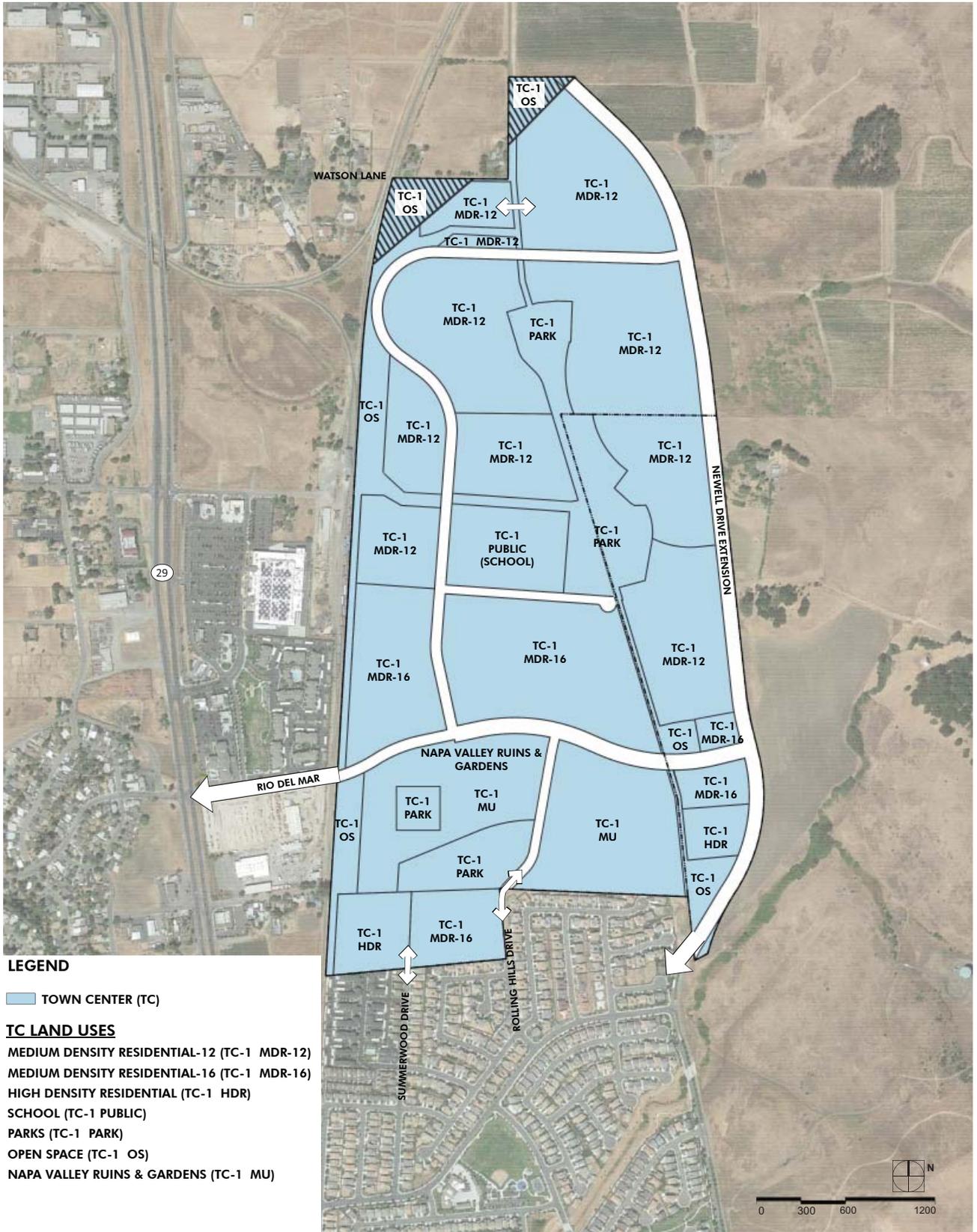


Figure 4.1b: Town Center (TC-1) General Plan Land Use Map

apartments, and public park and other amenities;

B) A community plaza or “town square” to facilitate community gatherings and events.”

### 4.3.2 GENERAL PLAN LAND USE MAP AMENDMENT

The Town Center designation requires the preparation and adoption of a specific plan(s) to implement the General Plan land use. As such, the WRSP includes a General Plan Amendment (see Executive Summary) that, among other things, amends the General Plan land use map to reflect the specific land uses set forth in the WRSP Land Use Map (Figure 4.2). For purposes of the General Plan, these land uses are designated Town Center with the prefix TC-1 (see Figure 4.1b), reflecting the first specific plan to be adopted under the Town Center Designation.

## 4.4 Specific Plan Land Use Summary

Table 4.1a and Table 4.1b summarizes the various land uses proposed within the WRSP Area. This summary allows for a comparative analysis of the development and corresponds to the Land Use Plan (Figure 4.2). The amount of development reflected in the “Overall Development Program” (Table 4.1a) represents the maximum allowable development intensity permitted under the WRSP.

Overall Development Program		
Watson Ranch Specific Plan		
Land Use	Area (+/- Acres)	Maximum Development Intensity
Medium Density Residential (MDR-12)	114.4	604 units
Medium Density Residential (MDR-16)	51.7	457 units
High Density Residential	9.3	192 units
Napa Valley Ruins & Gardens	37.3	200 room hotel
		176,000 sf Retail/Commercial
		58,000 sf Ancillary Commercial
Parks and Open Space	52.8	
School	10.1	
Roads	33.0	
<b>TOTAL</b>	<b>308.7</b>	<b>1253 units</b>
		<b>200 room hotel</b>
		<b>176,000 sf Retail/Commercial</b>
		<b>58,000 sf Ancillary Commercial</b>

Table 4.1a: Overall Land Use Summary Table

<b>American Canyon I, LLC Property</b>		
<b>Land Use</b>	<b>Area (+/- Acres)</b>	<b>Anticipated Development Intensity</b>
Medium Density Residential (MDR-12)	87.2	485 units
Medium Density Residential (MDR-16)	47.3	402 units
High Density Residential	6.1	123 units
Napa Valley Ruins & Gardens	37.3	200 room hotel
		176,000 sf Retail/Commercial
		58,000 sf Ancillary Commercial
Parks and Open Space	40.6	includes 20,000 sf Community Center
School	10.1	
Roads	23.2	
<b>TOTAL</b>	<b>251.8</b>	<b>1010 units</b>
		<b>200 room hotel</b>
		<b>176,000 sf Retail/Commercial</b>
		<b>58,000 sf Ancillary Commercial</b>
<b>Newell Family Property</b>		
<b>Land Use</b>	<b>Area (+/- Acres)</b>	<b>Anticipated Development Intensity</b>
Medium Density Residential (MDR-12)	27.2	119 units
Medium Density Residential (MDR-16)	4.4	55 units
High Density Residential	3.2	69 units
Parks and Open Space	12.3	
School	0.0	
Roads	9.8	
<b>TOTAL</b>	<b>56.9</b>	<b>243 units</b>

Table 4.1b: Land Use Summary Table by Ownership

Note: The aggregate maximum development intensity between the two ownerships may vary but shall not exceed that which is identified in Table 4.1a and elsewhere in the Specific Plan

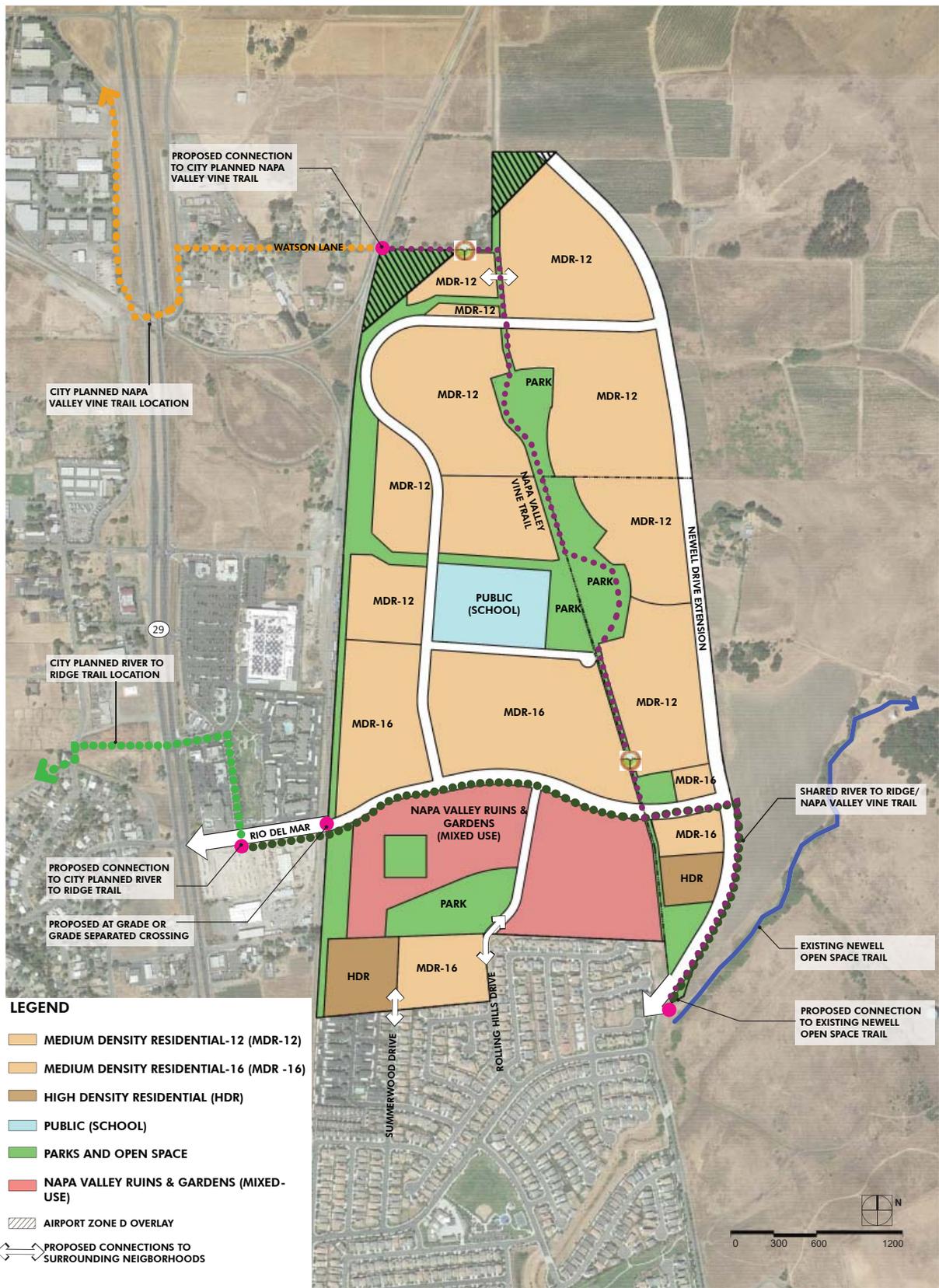


Figure 4.2: Specific Plan Land Use Map

#### 4.4.1 SPECIFIC PLAN LAND USE DESIGNATIONS

The WRSP establishes a land use and regulatory framework within the parameters of the General Plan that allows a maximum of 1,253 residential units, 200,000 square feet of commercial/retail uses, and a 200 room hotel in the WRSP Area. Figure 4.2 identifies the location of the land uses within the WRSP Area.

Below, each Land Use Category and the intended uses are described in more detail. These land use designations are consistent with the overall General Plan Land Use designation of “Town Center” and serve to refine the land use configuration for the WRSP Area. As described in section 4.3.2 above, a General Plan Amendment to further define the specific land uses set forth by this specific plan under the Town Center Land Use Designation and supporting policies, amends the General Plan Land Use Map to incorporate the land uses with the prefix TC-1 thereby denoting the WRSP land uses (see Figure 4.1b). This amendment recognizes and ensures the consistency between the City of American Canyon’s General Plan and the WRSP, as required by controlling law.

These land use designations also serve as the “zoning” for the WRSP in reference to the allowable uses described further in Section 4.6, the Development Regulations set forth in Chapter 6, and the Design Guidelines in Appendix A. Where the WRSP and the City zoning regulations may conflict, the WRSP standards will apply. Where the WRSP is silent, the City Zoning regulations will apply.

**Napa Valley Ruins & Gardens (NVR&G):** The NVR&G designation includes the former site of the Standard Portland Cement Factory. It comprises approximately 37 acres. The NVR&G is a mixed-use designation made up of several different uses including but not limited to commercial uses (such as retail, restaurants, personal services, dining, wineries, mobile food trucks, and farmers markets), mixed-use residential (including live/work), and office uses. It also includes visitor serving uses such as hotel, events center, entertainment, and recreation. Finally, it permits civic uses such as a community plaza, community center and parks. Development within this area may be comprised of single use buildings or buildings containing multiple uses including mixed use and/or live-work housing of up to 50 units (included in the 1253 residential project total)

**Residential Land Uses:** The City’s General Plan requires that the Specific Plan(s) for the Town Center land use designation establish the densities and intensities of land uses. For the residential land uses, the WRSP sets forth three residential categories with varying density ranges - Medium Density Residential (MDR-12 and MDR-16) and

High Density Residential. The density ranges for the two Medium Density categories overlap slightly with the intention of encouraging a higher diversity of housing product types within single neighborhoods, allowing greater flexibility to respond to market forces and creating an opportunity to achieve what is referred to as the “Missing Middle” of housing types. The “Missing Middle” is a range of multi-unit or clustered housing types compatible in scale with single-family homes that help to achieve work-force housing and promote vibrant walkable residential neighborhoods. At the same time, the densities transition from higher to lower away from the NVR&G consistent with the General Plan Policies.

**Medium Density Residential (MDR-12):** This Medium Density Residential is intended for single-family homes with a permitted density between 2 to 12 dwelling units per gross developable acre.

**Medium Density Residential (MDR-16):** This Medium Density Residential is intended for areas of medium density detached and attached housing such as small lot single family homes, duets, duplexes, three-plex, four-plex, townhome and condominium units. The allowable density range is 8 to 16 dwelling units per gross developable acre.

**High Density Residential (HDR):** High Density Residential is intended for areas of high-density attached housing such as, townhomes, apartments, and condominiums. Per the General Plan, this residential category density shall be provided at a minimum of 20 dwelling units per gross developable acre.

**Parks and Open Space:** The Parks designation allows for a variety of recreational uses such as the lake, multipurpose trails, tot lots, playground equipment, passive and active recreational amenities such as ball fields, courts, skating ramps, and picnic facilities.

The Open Space designation includes privately or publicly owned property to be retained for open space purposes such as resource management, storm water management and environmental mitigation. Open space uses may also include passive recreation (such as hiking, walking and biking trails, and nature observation). Passive recreational uses associated with open space areas while encouraged are not eligible for parkland credit.

The Parks and Open Space land use may also contain civic or community uses such as community plaza, community center, community gardens, vineyards, orchards, and other edible landscape elements.

**Public (P):** The Public designation delineates the area where the proposed elementary school is intended to be located.

# 4.5 Adjustment/Transfer/Conversion Regulations

In order to create the most desirable community possible, there is a certain amount of flexibility that needs to be provided for in the WRSP. This flexibility allows the developer to adjust for shifts in market demand. The parameters for this flexibility within the WRSP are detailed in this section. Requests for these adjustments shall be submitted to the City of American Canyon. The Community Development Director or his/her delegate shall make the determination as to their consistency with the intent of the WRSP. If the adjustment meets the definition of minor

amendment (see Implementation Chapter), the Community Development Director may approve the adjustments at the administrative level. Major amendments to the WRSP must be processed pursuant to State Law and will be subject to review and approval by the Planning Commission and City Council.

## 4.5.1 PLANNING AREA ADJUSTMENTS

While a Land Use Plan and Land Use Summary Table are contained in the WRSP, precise land use boundaries and acreages shall be established by the recording of Final Maps and with final engineering. A Tentative Map submittal may incorporate an adjustment to the boundaries and

Specific Plan Land Use Category

Use Classification	NVR&G	MDR-12	MDR-16	HDR	PARKS & OPEN SPACE	PUBLIC
<b>COMMERCIAL</b>						
Retail stores, shops, galleries and offices supplying commodities or performing services such as those provided by department stores, specialty shops, personal, pet and business service establishments, artists' supply stores and similar uses.	P	-	-	-	-	-
Convenience retail commercial such as a corner convenience store, grocery store and other neighborhood serving retail commercial uses.	P	C	-	-	-	-
Restaurants uses including outdoor eating areas and establishments. For the purpose of this use, a restaurant is an eating establishment which serves food to customers for consumption on or off the premises. It includes, but is not limited to, coffee shops, cafes, brew pub, pizza parlors, soda fountains and full-service dining establishments	P	-	-	-	-	-
Restaurants and pubs that may provide alcoholic beverage sales for drinking on premises.	P	-	-	-	-	-
Distilleries, wineries, Brewery establishments that may or may not include food service and may provide alcoholic beverage sales for consumption off	P	-	-	-	-	-
Entertainment such as non-amplified music in conjunction with a restaurant, coffee house or pub establishment.	P	-	-	-	-	-
Outdoor movies.	P	-	-	-	C	-
Winery and wine tasting establishments	P	-	-	-	-	-
Mixed-use buildings that contain restaurant, retail or storefront office uses on the ground floor with residential, office or educational uses on the floors above.	P	-	-	C	-	-
Artist studios and maker space	P	-	-	-	-	-
Business and technical schools, and schools and studios such as, but not limited to photography, art, music and dance.	P	-	-	-	-	-
Hospitality and visitor serving uses such as a wedding chapel, hotel, condo hotel or time-share.	P	-	-	-	-	-
Assembly, meeting or event spaces for corporate or private events either as a standalone facility or as ancillary to another use.	P	-	-	-	-	-
Parking structures.	P	-	-	P	-	-
Home occupation uses.	P	C	C	C	-	-
Retail sales in kiosks, food trucks, passive recreation, live musical or stage performances, periodic outdoor sales such as art shows, or farmer's markets, community and holiday events.	P	-	-	-	C	C
Office, medical, financial, real estate, general business and personal services.	P	-	-	-	-	-
Small-family day care facilities.	P	-	-	-	-	-
Outdoor Entertainment including amplified music or other productions as scheduled events.	C	-	-	-	P	-
Drive-thru facilities	-	-	-	-	-	-

Table 4.2: Permitted and Conditionally Permitted Uses

Use Classification	NVR&G	MDR-12	MDR-16	HDR	PARKS & OPEN SPACE	PUBLIC
<b>RESIDENTIAL</b>						
Single-family residential with a minimum density in this district is between 2 and a maximum of 12 dwelling units per gross acre and a minimum lot size of 3,200 sf. For other allowable and conditional uses refer to RS-6500 zone district in the City of American Canyon Municipal Code.	-	P	P	P	-	-
Medium Density Residential is intended for areas of medium density detached and attached housing such as small lot single-family homes, duets, duplexes, three-plex, four-plex, townhome and condominium units. The allowable density range is 8 to 16 dwelling units per gross developable acre.	P	-	P	P	-	-
High-density attached housing such as townhomes, apartments and condominiums. The allowable density range is a minimum of 20 dwelling units per gross acre. For other allowable and conditional uses refer to RH zone district in the City of American Canyon Municipal Code.	P	-	-	P	-	-
Mixed Use and Live/work residential units	P	-	C	C	-	-
Secondary living units. Secondary living units do not count as a separate unit from the primary residence.	C	C	C	C	-	-
<b>RECREATIONAL</b>						
Active and passive public recreational uses but not limited to multipurpose trails, tot lots, playground equipment, passive and active recreational amenities including, but not limited to, ball fields, courts, skating ramps, picnic facilities, and recreational use structures. Civic or community uses including but not limited to community gardens, vineyards, orchards and other edible landscape.	P	C	C	C	P	C
Active and passive recreational uses such as play areas, community gardens, swimming pools, etc. that are provided as part of an HOA and are privately maintained.	P	P	P	P	-	-
Environmental mitigation lands, drainage and detention/retention basins, drainage system appurtenances such as culverts, wetlands, and natural drainage ways. Also permitted are pedestrian and bicycle trails, viewing areas, interpretive signage, and site furnishings such as benches, and trash receptacles.	P	P	P	P	P	P
Recreation uses such as a community plazas and small pocket parks.	P	P	P	P	P	P
Community gardens.	P	C	C	C	C	C
<b>PUBLIC</b>						
Civic Uses	P	-	-	-	-	C
Educational and institutional uses, such as the proposed elementary school.	P	-	-	-	-	P

Table 4.2: Permitted and Conditionally Permitted Uses (continued)

acres on file with the City for minor amendments to the WRSP. An amendment will be considered minor if the total gross acreage of any given land use designation does not change by more than 5 acres or a 20% increase or decrease of the original gross acreage approved under the WRSP, whichever is less. A revised Land Use Plan as well as a revised Land Use Summary Table must be submitted to the City of American Canyon for each proposed amendment or set of amendments to the land use area boundaries (see Implementation Chapter, Section 9.6.3)

#### 4.5.2 TRANSFER OF DWELLING UNITS

The transfer of dwelling units between land use areas is permitted provided that there is no net increase to the total dwelling units permitted in the WRSP. A revised Land Use Plan as well as a revised Land Use Summary Table must be submitted to City of American Canyon for each proposed transfer of dwelling units, and the phasing plan and schedule adjusted accordingly (See Implementation Chapter, Section 9.8).

## 4.6 Permitted and Conditionally Permitted Uses

Table 4.2 summarizes permitted and conditionally permitted uses within the WRSP Area. While the descriptions are fairly comprehensive, they are not intended to prohibit an omitted but related use. Any uses not specifically identified here shall be considered through subsequent approval processes as defined in the Implementation Chapter.

## 4.7 Inclusionary Housing

The City of American Canyon has an Inclusionary Housing Ordinance (Chapter 19.28 of the City's Municipal Code). The ordinance was updated in February of 2016 in response to an Affordable Housing Nexus Study. Section 19.28.040 of the ordinance requires that residential projects of "for sale" housing containing five or more parcels or units provide at least 10% of the total applicable project units at affordable prices or rents to lower income households. The ordinance further requires that the inclusionary units be distributed throughout the project unless otherwise demonstrated to be infeasible for any of the following reasons, in which case a waiver may be granted:

- a) "Significant topographic or other constraints exist rendering such distribution infeasible.
- b) Substantially improved site design will result from such waiver.
- c) Substantially improved building design and an improved unit amenity level will result from such waiver.
- d) Significant economic hardships will result from such distribution that does not apply to other projects in the city.
- e) Significant economic hardships will result from such distribution for the developer of the inclusionary units receiving financial assistance from federal, state, or local governmental agencies if such waiver is not granted."

The intent of the Inclusionary Housing Ordinance is to see the provision of affordable housing occur throughout the residential neighborhoods of the city. However, the ordinance does also provide for alternatives to meeting the inclusionary housing requirements on site. Section 19.28.050, "Inclusionary Alternatives", states:

"...the following alternatives to providing inclusionary units on-site may be approved by the decision-making body if it finds that evidence presented by the applicant shows that on-site inclusionary units are infeasible due to project size, location or site characteristics, or that the alternative would further housing opportunities for lower-income households to an equal or greater extent:

1. The provision of some or all of the required inclusionary units at an off-site location.
2. The payment of an in-lieu Affordable Housing Nexus Fee to the city for each developed unit in an ownership project.
  - a. The in-lieu contribution shall be paid to the city at the

issuance of the building permit for each unit.

- b. Such fee shall be deposited in the city housing fund and can only be used to provide housing affordable to very low and low-income households.
3. The dedication of suitable land to the city, or entity acceptable to the city, for the construction of the inclusionary units. The acceptability of such dedication shall be based on the suitability of the site in terms of location, size, zoning, timing of construction and other applicable factors. The acceptability of such dedication shall also be based on the fair market value of the dedicated land, in comparison to the amount of in-lieu contribution as calculated above.
4. In the event a project exceeds the total number of inclusionary units required in this chapter, the project owner may request inclusionary unit credits that may be used to meet the inclusionary unit requirements of another project, subject to the approval of the city manager. Inclusionary unit credits are issued to and become the possession of the project owner subject to the approval of the City Council. The number of inclusionary unit credits awarded for any project is subject to the approval of the City Council.
5. **Density Bonus:** If affordable housing is provided on site that meets the thresholds of Government Code Section 65915 - 65918, the City shall grant a density bonus or other incentives as set forth in State Law and in Section 19.28.060 of the City's inclusionary housing ordinance.
6. **Housing Agreement:** Where required by the City's ordinance, a housing agreement(s) will be prepared pursuant to section 19.28.080 of the City's inclusionary housing ordinance.

The WRSP provides for a variety of housing types and neighborhoods that are "affordable by design". Approximately 25% of the units are either high density rental housing, town homes (with approximately 16 units/acre), or small bungalows of approximately 1500 square feet of living space. The WRSP does not specify the provision of inclusionary housing and anticipates meeting the City's Inclusionary Housing requirements utilizing section 19.28.050 Inclusionary Alternatives. This will require the approval of the city council and may take the form of payment of the in-lieu Affordable Housing Nexus Fee, the provision of a suitable site for affordable housing or a combination thereof.

This page intentionally left blank.

# CHAPTER 5 - PARKS AND OPEN SPACE

## 5.1 Introduction

The proposed Parks and Open Space plan for the Watson Ranch Specific Plan (WRSP) includes a variety of parks and open spaces for a wide variety of active and passive recreational use. The integrated network of park and open space through trails, both local and regional is one of the fundamental design principles for WRSP providing the residents and the larger community recreational throughout the plan area. Approximately 53 acres of recreation facilities, park land, and open space areas are provided within the WRSP Area. The parks and open space system consists of a series of inter-connected parks and trail types ranging from pocket parks to community parks with linkages to larger regional facilities such as the Napa Valley Vine Trail, River to Ridge Trail and the Newell Open Space Preserve. Parks are programmed with a variety of uses to support activities throughout all seasons of the year. A range of park and trail typologies are distributed throughout the WRSP Area in order to provide ease of access and close proximity to all residents. The character of each park is based on the use and the role it plays within the overall open space network. They are a combination of the natural and the manicured; the informal and the formal; and the active and the passive, depending upon their location and functions.

The trails system consists of a combination of paved and unpaved trails that link major destinations within the WRSP Area, such as the proposed school and the Napa Valley Ruins & Gardens (NVR&G). The internal project trail system includes segments of regional trails (the Napa Valley Vine Trail and the River to Ridge Trail) and connects to the Newell Open Space Preserve. The network forms a series of loops of differing lengths. The loops provide alternative routes and allow choices between short, medium, and long distances for recreation and exercise. The trails run through various parks and open space conditions and their design reflects these differing conditions. The trails provide for a range of user groups including bikers, runners, and pedestrians.

The parks and open space system is designed to provide easy and convenient access to all residents. Most homes within the WRSP Area are no more than ¼-mile walking distance from a park, natural open space area, or trail alignment. This public network serves to encourage walking and to provide opportunities for a convenient and healthy lifestyle choice for all residents.

## 5.2 Goals, Objectives, and Policies

**Goal 5A: Integrate Parks, Trails, and Open Space into a diverse system of active and passive recreation amenities designed to fulfill the needs of residents and support healthful, active lifestyles.**

Objective 5.1 – Provide public parks distributed throughout the WRSP Area that include a range of recreational opportunities adequate to support the future population of the WRSP Area.

Policy 5.1.1 – Parks shall meet at minimum the City wide standard of 5 acres per 1,000 residents in the WRSP Area.

Objective 5.2 – Parks, Trails and Open Space will be designed as an integrated system of recreational amenities.

Policy 5.2.1 – Parks shall be programmed and designed through cooperation with the City American Canyon Parks and Recreation Department and the general public and reflect the results of the City's Parks and Recreational Needs Assessment.

Policy 5.2.2 – The collocation of the proposed elementary school and a park is encouraged with the potential for shared facility use subject to City and School District approval.

Policy 5.2.3 – Parks shall be centrally located in the WRSP Area with access afforded to a majority of the area residents via trail and street access.

Policy 5.2.4 – The Napa Valley Vine Trail and the River to Ridge Trail shall be interconnected and aligned to integrate with the primary parks where feasible in the WRSP Area.

Policy 5.2.5 – Adequate open spaces shall be maintained to protect environmental resources. Where feasible, trails and recreational amenities shall be provided along and through open space as part of the larger integrated system of recreational amenities.

Policy 5.2.6 – All trails in the WRSP shall be constructed pursuant to the City design standards and as set forth in Chapter 7 of the WRSP.

residents (GP Policy 7.1.1). Based on the maximum of 1,253 WRSP Area dwelling units at 3.49 persons per unit, a total of 21.9 acres of dedicated parkland is required. The WRSP exceeds this requirement, providing approximately 53 acres of total land designated as Parks and Open Space within the Land Use Plan. Table 5.1 summarizes the total distribution of these parks and open space.

Depending on the ultimate use and recreational value, however, only partial credit may be granted for some parks, open space land containing informal recreational facilities, open space amenities, or natural features. Approximately 23 of the 53 total acres count towards these required parkland credits. Parkland requirements and credits are compared in Table 5.2.

Table 5.3 further details the breakdown of the different parkland uses and credit calculations within the WRSP Area. The credits applied are reflective of each parcel's recreational value as a park or open space amenity. Park parcels and the Community Plaza are credited at 1:1 ratio, while trails and open space are credited at 0.5:1 ratio. Detention basins and wetlands acreage are not counted to fulfil the park requirement.

## 5.3 Parkland Requirements

The City of American Canyon General Plan requires a minimum of 5 acres of credited parkland per 1,000

Overall Open Space and Park Distribution	
Watson Ranch Specific Plan	
Open Space Types	AC
Parks	22.09
Community Plaza	2.00
Open Space / Trails	7.63
Open Space/ Detention	17.06
Wetlands	4.05
<b>TOTAL</b>	<b>52.83</b>

Table 5.1: Open Space and Park Distribution.

American Canyon I, LLC Property			
Units	Units	Population (@3.49 persons/unit)	Park acreage required @ 5ac/1000 people
Residential Units	1010	3524.9	17.62
Newell Family Property			
Units	Units	Population (@ 3.49 persons/unit)	Park acreage required in ac @ 5ac/1000 people
Residential Units	243	848.1	4.24
<b>TOTAL</b>			<b>21.86</b>

Table 5.2: Parkland Requirement and Credit Comparison

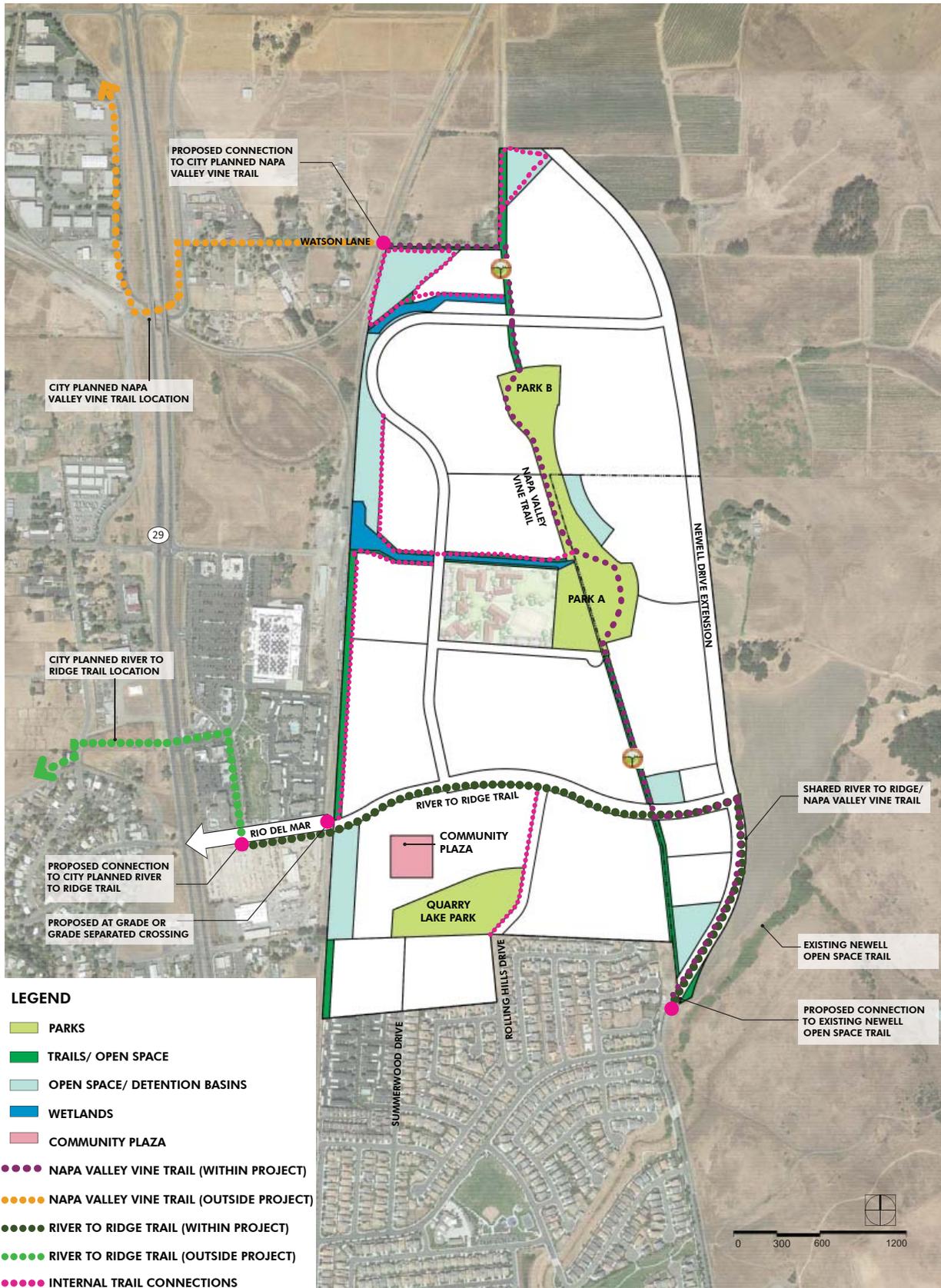


Figure 5.1: Parks Typology Map

WATSON RANCH SPECIFIC PLAN: OPEN SPACE/PARK CREDITS			
<b>American Canyon 1, LLC Property</b>			
Open Space Type/ Name	Area ( acres)	Park Credit	Credited Park Acreage
Park A	3.55	1	3.55
Park B	5.57	1	5.57
Quarry Park (net)	3.69	0.5	1.85
Community Plaza	2.00	1	2.00
Open Space/Trails	6.16	0.5	3.08
	20.97	SUBTOTAL	<b>16.05</b>
<b>Newell Family Property</b>			
Open Space Type/ Name	Area ( acres)	Park Credit	Credited Park Acreage
Park A	4.30	1	4.30
Park B	1.95	1	1.95
Open Space/ Trails	1.47	0.5	0.74
	7.72	SUBTOTAL	<b>6.99</b>
<b>TOTAL CREDITED ACREAGE</b>			<b>23.03</b>

Table 5.3: Detailed Parkland Credit Calculations

Parkland facilities are conceptually illustrated in Figure 5.1. Final sizing and location of parkland facilities will be determined during the tentative and final mapping stages.

## 5.4 Parks and Open Space Typologies

The parks and open space system is comprised of differing typologies. The sizes, functions, configurations and locations of the parks are dependent upon their surroundings, use, and social/cultural needs. The typologies are distributed across the WRSP Area to serve the various neighborhoods and provide easy and convenient access to all residents. Refer to Figure 5.3 for a map identifying the proximity of parks within the WRSP Area.

### 5.4.1 COMMUNITY PLAZA

Plazas are formal urban parks that serve as focal elements for a community. The community plaza at the NVR&G is intended to serve as a centerpiece of activity for both the WRSP community and the City of American Canyon as a whole. It should be a flexible space that is comfortable for intimate conversations or solitary people-watching but can also accommodate larger community gatherings such as art festivals, concerts, and other celebrations.

The following program includes amenities appropriate for the plaza.

- Public art;
- Hardscape surface areas;
- Turf seating areas;
- Seat walls;
- Landscape planters;
- Landscaping;

- Lighting;
  - Trash receptacles;
  - Formal Tree alley; and
- accommodating a community building of up to 20,000 sf. All improvements to the Community Plaza and Community Center site and building shall be at the City's sole cost and expense.



Figure 5.2: Illustrative Plan - Community Plaza - Subject to Modification

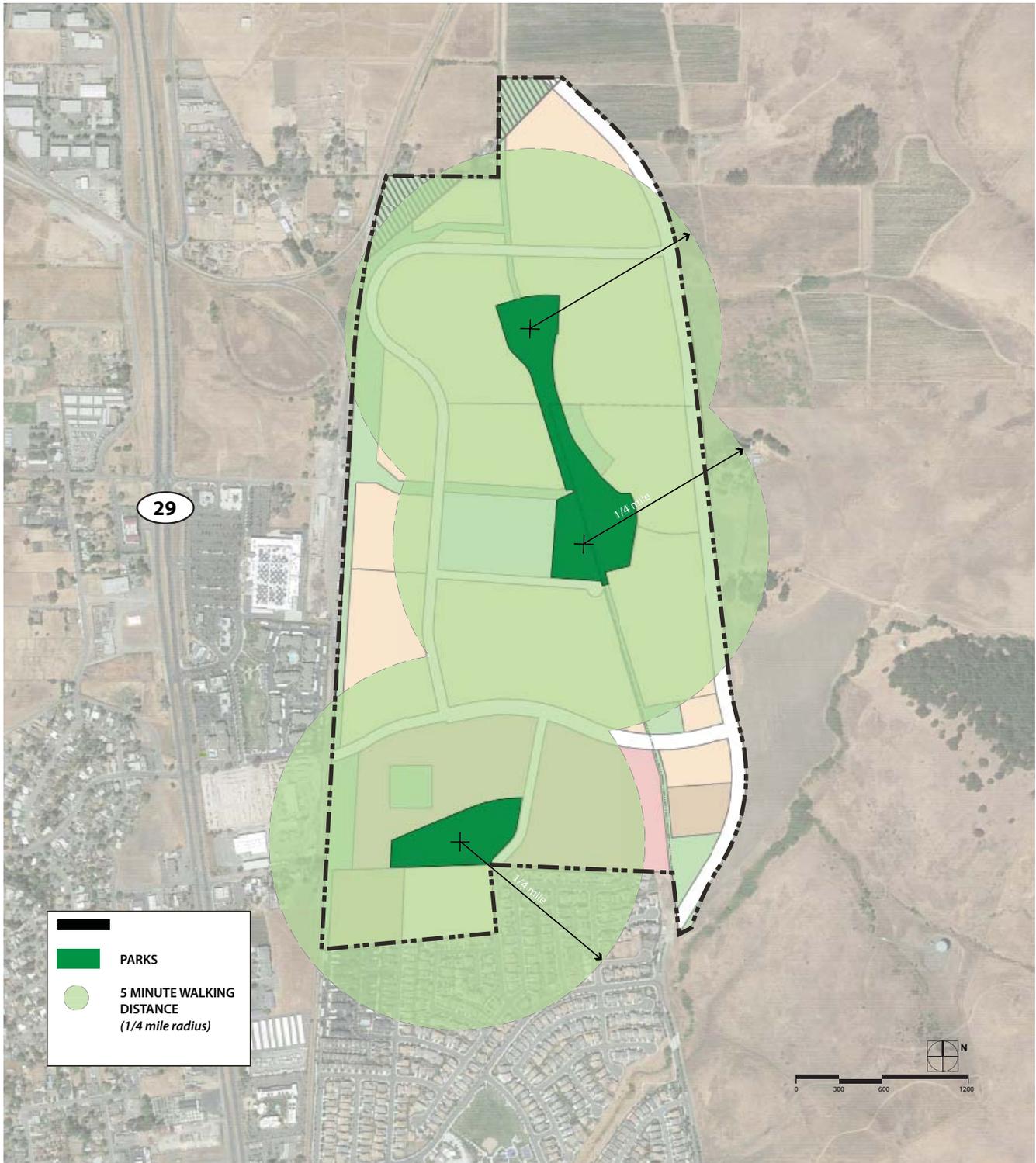


Figure 5.3: Parks Proximity Map

## 5.4.2 PARKS

Parks within the WRSP Area will provide a wide range of functions offering smaller recreational and social needs of the neighborhood to larger community wide gathering spaces. The sizes, functions, configurations and locations of the parks are dependent upon their surrounding natural features, neighborhood demographics, and social needs. Both public and private parks are included within the WRSP Area. Private parks include Quarry Lake Park and several neighborhood mini parks. The two large public parks are “Park A,” located adjacent to the proposed elementary school, and “Park B,” located in the northern portion of the WRSP Area.



Figure 5.4: Illustrative Plan - Quarry Lake Park - Subject to Modification

## Quarry Lake Park

Surrounding and including the Quarry Lake, this park (6.7 ac, Figure 5.4) is privately owned and maintained and serves as an important design and community element adjacent to the NVR&G. Public access will be determined by site access agreement between the property owner and the City. It is envisioned to be used by both visitors and residents and will be designed as a passive park that provides a more “natural” experience.

While offering a water viewing amenity, Quarry Lake may also serve important environmental functions such as water cleaning, biofiltration, stormwater detention, and riparian habitat. Aeration for the lake will be provided as both a visual amenity and for water quality.

The following program elements and landscape features should be considered for Quarry Lake Park:

- A continuous looped trail system around the lake shoreline
- Water observation stations
- Resting spaces with seating
- Exercise par course
- Skate park and/or BMX bike park
- Hardscape plazas or promenades
- Connections to commercial uses and community facilities
- Drought tolerant plant species
- Informal tree clusters
- Enhanced riparian habitat plantings around lake edge
- Landscaping that appears natural vs. manicured
- Accent (manicured) planting at entries
- Limited amount of turf grass
- Low maintenance native grasses
- Downward facing pole-mounted lights and bollards for safety
- Accent lighting on special landscape elements and park features – used sparingly
- Trail connections to the neighborhoods to the south



*Pedestrian path along water feature*

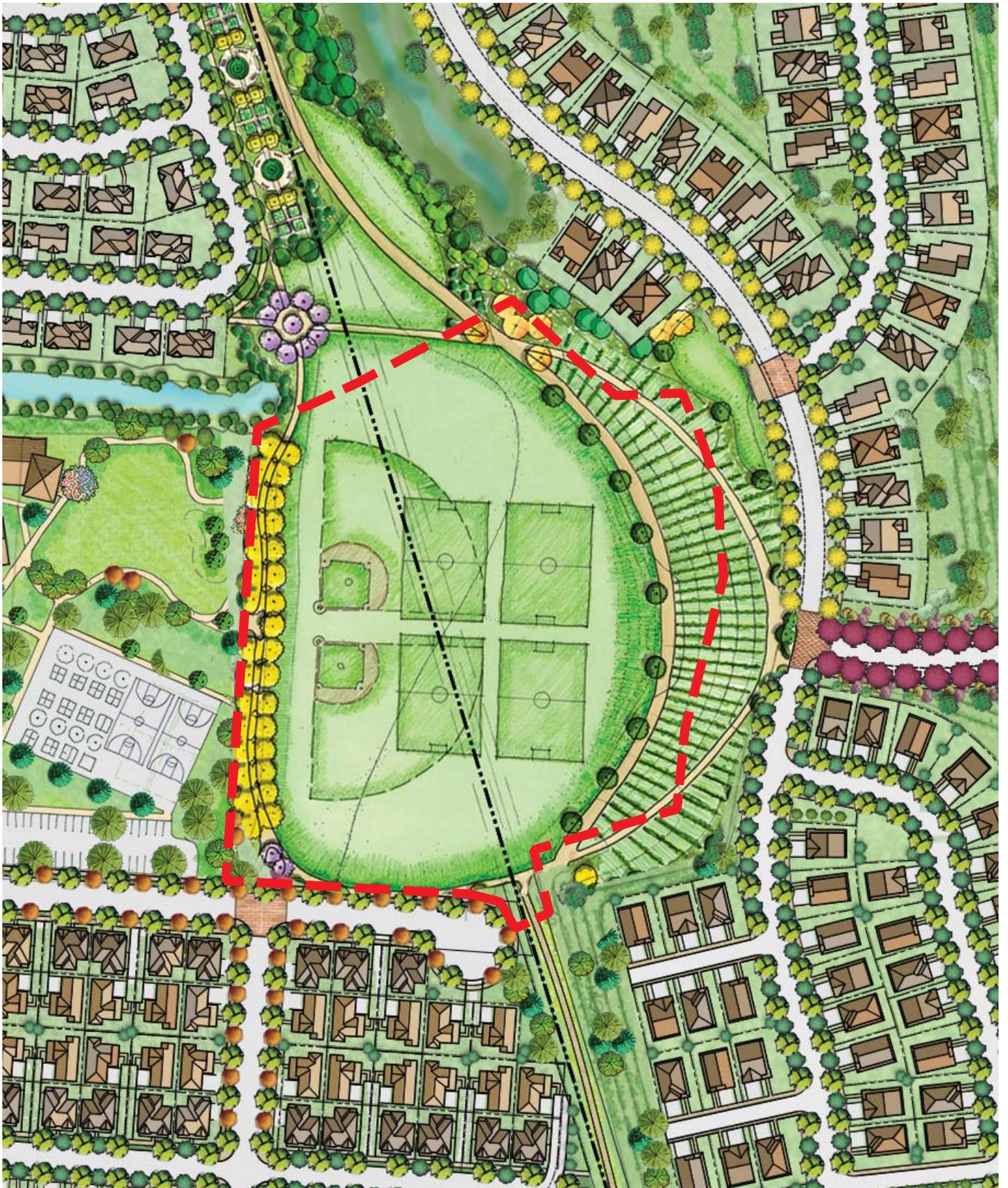


Figure 5.5: Illustrative Plan - Park A - Subject to Modification

## Park “A”

This centrally located park is approximately 7.9 ac and is immediately adjacent to the proposed elementary school. Park “A” should be programmed with both passive and active uses. Level turf areas should be provided for active uses such as soccer and ball fields as well as smaller areas for passive recreation. The park should be buffered from the street with shrubs or earth berms. Flowering accent trees can be located to provide landmark areas and focal points, while a long windscreen run of tall narrow trees along the westerly boundary screen the adjacent uses. The Park “A” Illustrative Plan (Figure 5.5) shows how these play fields and passive elements may be incorporated.

The following program elements and amenities should be considered for Park “A”:

- Playground
- Sports fields (soccer, baseball)
- Picnic facilities
- Community gardens
- Downward facing safety lighting
- Pathways
- Benches
- Trash receptacles
- Bike racks
- Drinking fountains
- Enhanced materials at entry nodes and seating areas
- Incorporation of the Napa Valley Vine Trail
- Wayfinding and educational signage
- Public restroom
- Downward facing pole-mounted lights and bollards for safety
- Accent lighting on special landscape elements and park features – used sparingly



Play Fields

## Planting

The planting palette for Park “A” should include a variety of deciduous and evergreen trees, shrubs, turf and grasses. Deciduous trees should be planted in clusters to separate active uses from passive spaces. Shade will be an important commodity in the summer months to shade users from the hot summer sun. During winter months defoliated trees will allow natural light to filter through, warming the users below. Flowering accent trees can be located at landmark features and focal points.

The following landscape features should be considered for Park “A”:

- Turf planting for open active areas
- Evergreen shrubs at key landmark or focal areas
- Boundary understory planting at western edge
- Flowering accent trees for landmark and focal areas
- Large canopy shade trees



Children’s Play Area



Figure 5.6: Illustrative Concept Plan - Park B - Subject to Modification

## Park B

Park “B” (+/- 7.5 ac) includes a larger park space on the northern edge connected to Park “A” by a linear greenway. The larger park space which forms the northern edge of the park accommodates larger play and program elements while the linear portion forms a green connection to Park “A.” The connection between Park “A” and Park “B” is an important community element as it offers the opportunity to create an open space network that seamlessly connects the two parks. Additionally, the Napa Valley Vine Trail runs through both parks creating a regional pedestrian / bike connection. The continuous greenway provides opportunity for a safe, convenient, non-vehicular connection for all ages between the neighborhoods on either side of the school. The Park “B” Illustrative Plan (Figure 5.6) shows the various program components.

The following program elements and amenities should be considered for Park “B”:

- Picnic areas
- Playground
- Downward facing safety lighting and bollards
- Pathways
- Benches
- Seat walls
- Trash receptacles
- Bike racks
- Drinking fountains
- Enhanced paving materials at entries and seating areas
- Incorporation of the Napa Valley Vine Trail
- Active turf areas
- Dog Park



Open Play Area

## Lighting

Pole-mounted lights should be used sparingly in Park B. The use of illumination for pedestrian circulation, and which generates less ambient light at night, is encouraged. Illuminated bollards can be used primarily along pedestrian pathways to encourage evening strolls. Accent lighting should also be used sparingly and primarily for the use of highlighting nodes or destination spaces.

## Planting

Like many parks and public spaces, deciduous trees are used in clusters to provide specific functions such as shade for larger areas. Clustering trees separates passive uses from the open turf areas and active uses. Shade will be an important commodity in the summer months; trees shall be located for the purposes of shading the users from the hot summer sun. During the winter months the defoliated trees allow natural light and the limited sun exposure to filter through, warming the users below. General planting elements for Park B may include:

- Turf planting for open active areas.
- Evergreen shrubs at key landmark or focal areas
- Boundary understory planting at western edge.
- Large canopy shade trees
- Flowering accent trees for landmark or focal areas.



Children's Play Area



*Dog Park*

### 5.4.3 POCKET PARKS AND MINI PARKS

These small passive spaces provide urban relief within a neighborhood. They will be privately owned and maintained and passive in nature. They may be as small as an individual lot and generally include: landscaping that complements the neighborhood, a play structure, turf, and benches or seat walls. While not required they are encouraged throughout the neighborhoods.

### 5.4.4 OPEN SPACE AREAS

Unprogrammed open space is located along the periphery of the WRSP Area and in transitional landscape areas. The areas comprised of level-to-moderate slopes can be planted with a simple understory mass of evergreen groundcovers and low to medium grasses: A single species of tree may be planted in rows symbolic of orchards and vineyards throughout northern California.

The Open Space Area landscape program may include, but not limited to the following:

- Native and non-native non-invasive drought tolerant grasses.
- Native and non-native drought tolerant evergreen groundcover.
- Native and non-native trees planted in rows.
- Low maintenance landscape.

Open space areas may include:

**Seasonal Wetlands** - The seasonal wetlands and their surrounding buffer areas protect the existing sensitive areas within the WRSP Area. They take advantage of natural systems to capture and clean storm water for the community while also providing for passive recreation. These areas will be connected to the rest of the open space system with multi-use trails.

**Detention Basins** - Detention basins are designed to be multiuse. During the dry months, when not being used for the purpose of detaining stormwater flow, they may allow for some recreational activities. The appropriate design, plant material and program elements make these a valuable component of the open space network providing both physical and visual benefits that are associated with open space.



*Naturalized Planting*

## 5.5 Community Gardens and Edible Landscape

Supporting a healthy community with local food production supports establishing the WRSP Area as a contributor to all of American Canyon. To this end, the WRSP encourages the development of small and large community gardens throughout the WRSP Area. The community gardens could occur in locations such as:

- Within the mixed use NVR&G as public gardens, a garden of a particular restaurant, or on a larger urban farming scale, such as managing and harvesting groves of olive trees that occur within parking fields.
- Community gardens within the public parks.
- Edible schoolyard gardens to teach children where food comes from and how to grow healthy fruits and vegetables.
- Gardens established and managed by homeowners associations for use of their members.
- Individual or neighborhood yard gardens cared for by the resident or a contracted urban farmer.

In addition to community garden space dedicated to growing food, landscape throughout the community may include food bearing plants. There currently exists one significant fig tree in the NVR&G that may be the catalyst for this edible landscape concept. Building on that concept, plantings may combine non-edible and edible species such as combinations of fruit and nut trees, berry bushes, vegetables, herbs, edible flowers, and ornamental plants.



*Community Garden*



*Park Furniture*

## 5.6 Pedestrian and Bicycle Circulation

Pedestrian and bicycle circulation is integral to the overall open space and park network. Refer to Chapter 7 Circulation for details.



*Bike Racks*

This page intentionally left blank.

# CHAPTER 6 DEVELOPMENT REGULATIONS

## 6.1 General Provisions

### 6.1.1 PURPOSE AND INTENT

The Development Regulations set forth in the Watson Ranch Specific Plan (WRSP) provide a comprehensive set of regulations governing the use and development of the land. While including references to specific provisions of the American Canyon Zoning Ordinance, these Development Regulations replace the American Canyon Zoning Ordinance within the WRSP Area. Should there be a conflict between the WRSP and the American Canyon Zoning Ordinance, the provisions of the WRSP shall govern. Any issue not directly or specifically covered by the WRSP shall be subject to non-conflicting regulations and procedures of the American Canyon Zoning Ordinance.

### 6.1.2 SEVERABILITY CLAUSE

If any term or provision of the WRSP, or the application of any provision of the WRSP to a particular situation, shall for any reason be found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, all other terms and provisions of the WRSP or the application of the WRSP to other situations shall remain in full force or effect.

## 6.2 Residential Development Regulations

The following development regulations apply to all residential developments within the Medium Density Residential (MDR-12 and MDR-16) and High Density Residential (HDR) designations of the WRSP Area. Nonresidential development such as parks, schools, and public facilities within these land use designations shall comply with the City of American Canyon Zoning Ordinance.

The regulations for the individual residential category do not specify building prototypes but rather address the building mass, scale and urban form through setback, height, and massing regulations. This will allow for flexibility and accommodation of different product types while still meeting the overall vision of the plan.

Residential plans are shown for graphic illustrative purposes to demonstrate the application of the development regulations. They do not constitute an actual design submittal. Lot sizes shown graphically are not necessarily minimums, setbacks are illustrated as minimums.

### 6.2.1 ARCHITECTURAL VARIETY (MDR-12 AND MDR-16)

The vision WRSP is to craft a community that has variety in the residential neighborhoods, and prevents homogenous or mono-culture subdivisions. The following standards are intended to support the vision.

### 6.2.2 MEDIUM DENSITY RESIDENTIAL (MDR-12) AND MEDIUM DENSITY RESIDENTIAL (MDR-16) DETACHED DEVELOPMENT

In order to avoid monotony of streets lined with single family detached homes of similar width, height, and setback, the following criteria shall be applied:

- Corner lots side yard setback shall be at least 5 feet wider than interior lots.
- Excluding oversized corner lots within a block, any row of over 400 feet long that have at least one lot of different width per every six houses. The differing lot may be narrower or wider, but shall vary in width by at least 5'.

- Each block shall include at least at least three different and distinct elevations. The elevations shall vary in massing, roof form, and appearance from streets or paseos. The blocks are assumed to be a maximum of 600 feet and where block sizes exceed that distance, the excess length shall be considered a new block.
- Refer to Table 6.2.1 and Table 6.2.2 for development regulations.

### 6.2.3 MEDIUM DENSITY RESIDENTIAL (MDR-12) AND MEDIUM DENSITY RESIDENTIAL (MDR-16) ATTACHED DEVELOPMENT

- When buildings are located adjacent to detached units in the same block, the closest attached building will have the same front yard setback as the detached unit.
- To avoid overly long buildings and create the appropriate scale and building wall face, buildings longer than 180 feet or 8 units, whichever is less, are prohibited.
- Refer to Table 6.2.3 for development regulations.

### 6.2.4 HIGH DENSITY RESIDENTIAL (HDR) DEVELOPMENT

- Building facades facing public rights-of-way or public open spaces exceeding a length of fifty (50) feet shall provide modulation in the building form. Modulation could occur on the horizontal and/or vertical plane and may include, but not be limited to a change in the building plane, fenestration pattern, material and/or color.
- Blank walls at the ground floor are strongly discouraged. Additional architectural features and/or landscaping shall be provided as an alternative.
- Entries should be a prominent feature of the building and be visually distinctive from the rest of the facade.
- Refer to Table 6.2.4 for development regulations.

### 6.2.5 SETBACKS AND IRREGULAR LOTS

Setbacks are measured from the appropriate front, side, or rear lot line, or ultimate street right of way line, whichever

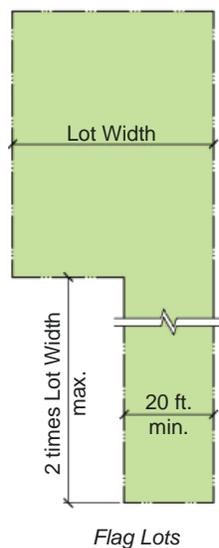
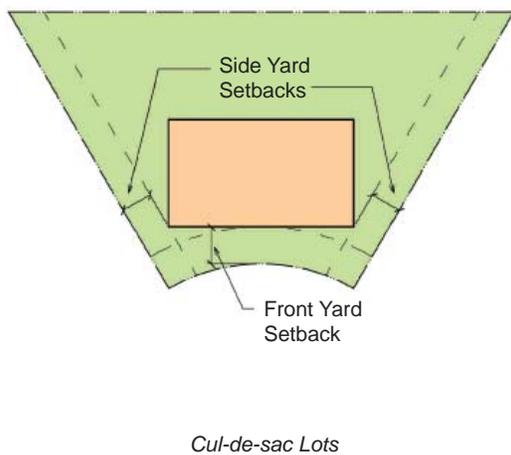
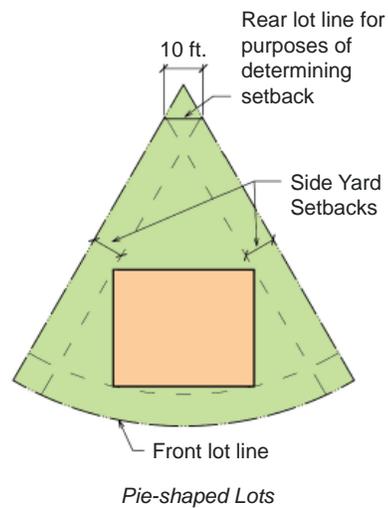
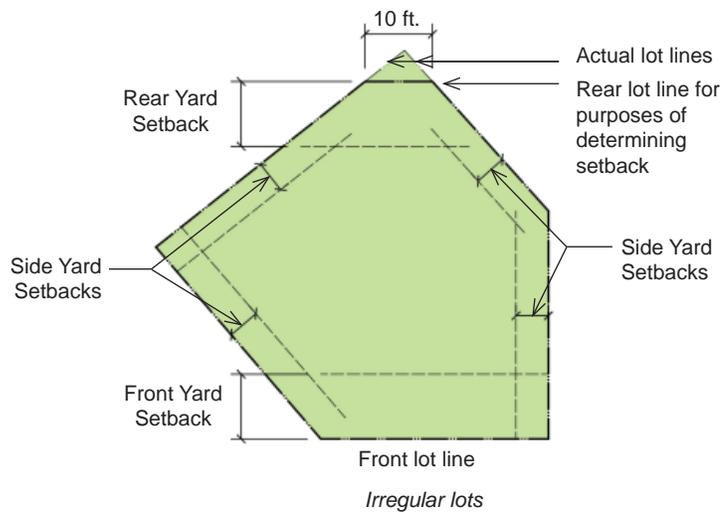


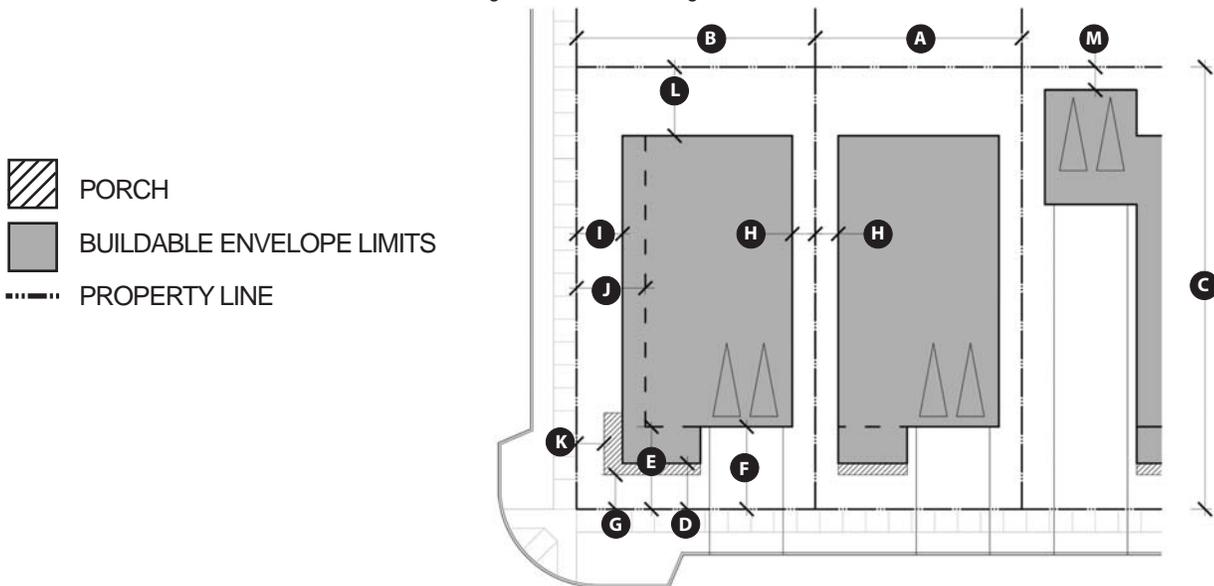
Figure 6.1: Irregular Lots: Measuring Setbacks

**Table 6.2.1: Medium Density Residential (MDR-12) Development Regulations**

Table 6.2.1: Medium Density Residential (MDR-12) Development Regulations		
<b>Minimum Lot Size</b>	<b>3,200 sf</b>	
<b>A</b> Minimum width, interior lot	40 ft.	
<b>B</b> Minimum width, corner lot	45 ft.	
<b>C</b> Minimum lot depth	55 ft.	Lot lines may extend to the center line of the alley if alleys are designed as private streets
<b>Setbacks</b> <sup>1,2</sup>		Chimneys, fireplaces, accent walls or pilasters, bay windows, eaves or similar architectural projections may encroach as per City of American Canyon zoning ordinance.
<b>D</b> Front, 1 <sup>st</sup> & 2 <sup>nd</sup> stories	15 ft.	At least 30% of homes on the same block face shall provide a minimum 18 ft. front setback
<b>E</b> Front, 3 <sup>rd</sup> story	20 ft.	
<b>F</b> Front, front-loaded garage door	20 ft.	
<b>G</b> Front, covered porch	10 ft.	
<b>H</b> Side, internal lot	5 ft.	
<b>I</b> Side, corner lot 1 <sup>st</sup> & 2 <sup>nd</sup> stories	10 ft.	
<b>J</b> Side, corner lot 3 <sup>rd</sup> story	15 ft.	
<b>K</b> Side, corner lot covered porch	6 ft.	
<b>L</b> Rear	15 ft.	Rear setbacks may be reduced to 10' for wide shallow lots if the usable yard space is provided on the side yards.
<b>M</b> Rear, garage	5 ft.	
<b>N</b> Rear, alley	4 ft.	
<b>Maximum Height</b>	35 ft.	
<b>Maximum FAR</b>	.7	FAR does not include covered garages
<b>Maximum Lot Coverage</b>	55%	Walkways, driveways, porches (covered or uncovered) are excluded from lot coverage calculations

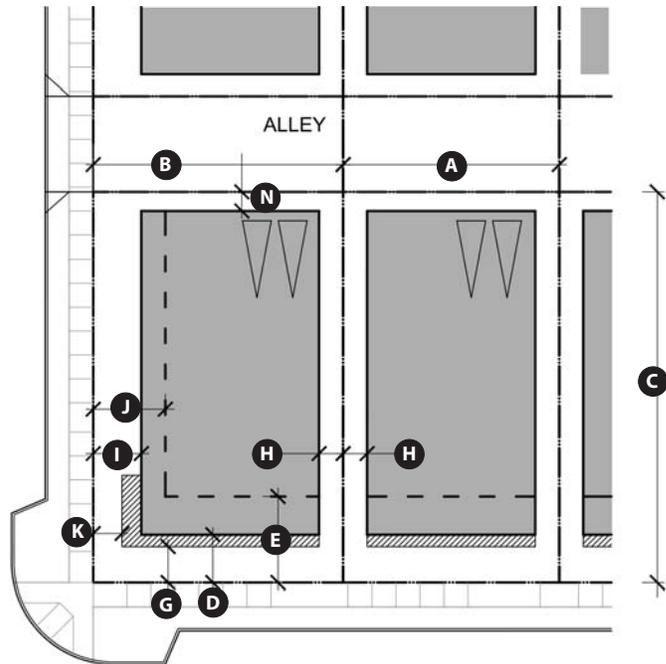
<sup>1</sup>For cluster type residential products, lot sizes required setbacks shall be determined through the review process.

<sup>2</sup>Minimum front and rear setbacks shall be 25 ft. along arterials, 15 ft. along minor collectors.

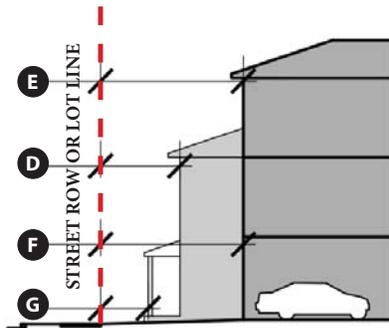


Medium Density Residential (MDR-12)

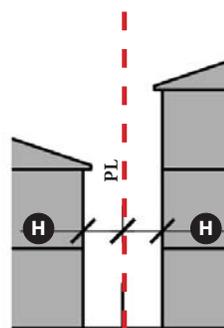
-  PORCH
-  BUILDABLE ENVELOPE LIMITS
-  PROPERTY LINE



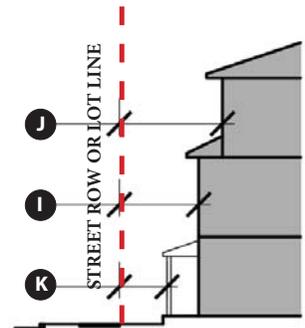
Medium Density Residential (MDR-12) - Alley Loaded



Front setbacks



Side setbacks at internal lots



Side setbacks at corner

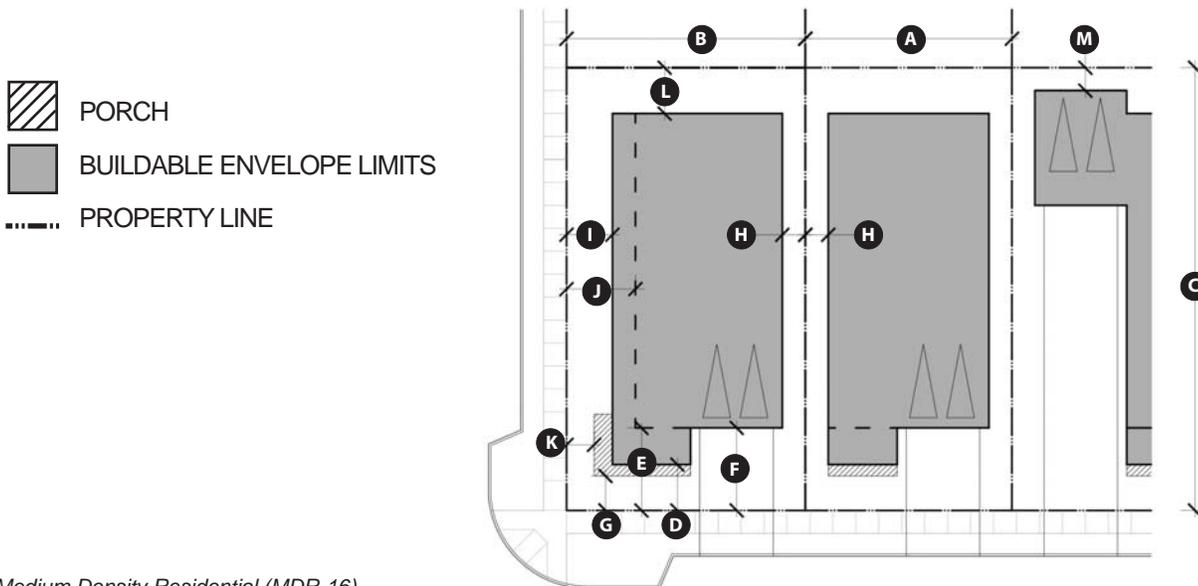


**Table 6.2.2: Medium Density Residential (MDR-16) - Development Regulations, Detached Dwellings**

Table 6.2.2: Medium Density Residential (MDR-16) - Development Regulations, Detached Dwellings		
<b>Minimum Lot Size</b>	<b>1,500 sf</b>	
<b>A</b> Minimum width, interior lot	30 ft.	
<b>B</b> Minimum width, corner lot	35 ft.	
<b>C</b> Minimum lot depth	50 ft.	Lot lines may extend to the center line of the alley if alleys are designed as private streets
<b>Setbacks<sup>1,2</sup></b>		Chimneys, fireplaces, accent walls or pilasters, bay windows, eaves or similar architectural projections may encroach as per City of American Canyon zoning ordinance.
<b>D</b> Front, 1 <sup>st</sup> & 2 <sup>nd</sup> stories	10 ft.	At least 30% of homes on the same block face shall provide a minimum 20 ft. front setback
<b>E</b> Front, 3 <sup>rd</sup> story	15 ft.	
<b>F</b> Front, front-loaded garage door	20 ft.	
<b>G</b> Front, covered porch	10 ft.	
<b>H</b> Side, internal lot	3 ft.	
<b>I</b> Side, corner lot 1 <sup>st</sup> & 2 <sup>nd</sup> stories	8 ft.	
<b>J</b> Side, corner lot 3 <sup>rd</sup> story	10 ft.	
<b>K</b> Side, corner lot covered porch	6 ft.	
<b>L</b> Rear	10 ft.	
<b>M</b> Rear, garage	5 ft.	
<b>N</b> Rear, alley	4 ft.	
<b>Maximum Height</b>	35 ft.	
<b>Maximum FAR</b>	.7	FAR does not include covered garages
<b>Maximum Lot Coverage</b>	55%	Walkways, driveways, porches (covered or uncovered) are excluded from lot coverage calculations

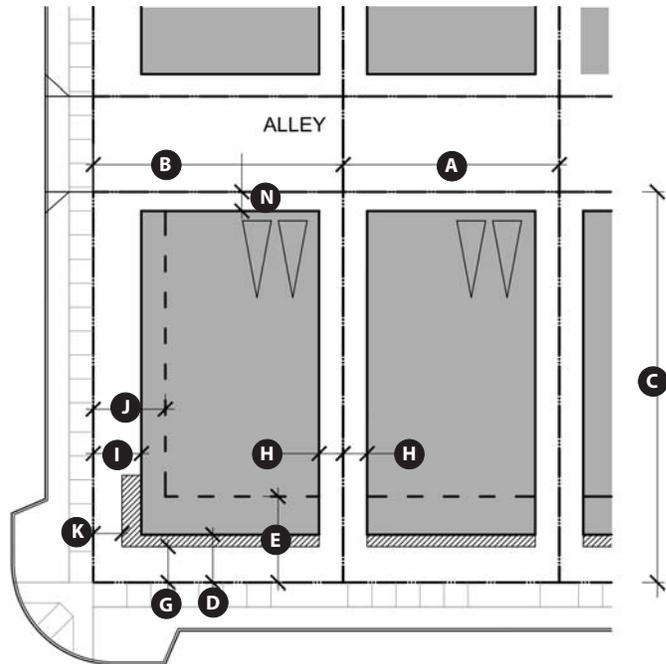
<sup>1</sup>For single family cluster type residential products, and single family bungalows designed as part of condominium project lot sizes and required setbacks shall be determined on a case by case basis through the design review process.

<sup>2</sup>Minimum front and rear setbacks shall be 25 ft. from arterials, 15 ft. from minor collectors.

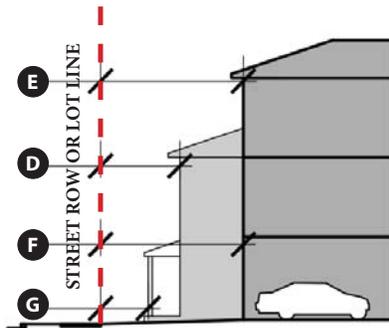


Medium Density Residential (MDR-16)

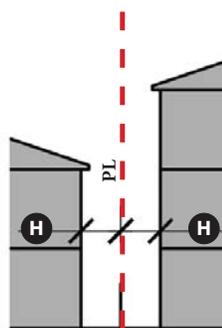
-  PORCH
-  BUILDABLE ENVELOPE LIMITS
-  PROPERTY LINE



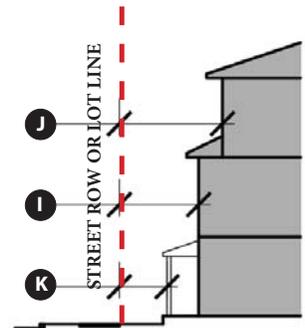
Medium Density Residential (MDR-16) - Detached, Alley Loaded



Front setbacks



Side setbacks at internal lots



Side setbacks at corner



**Table 6.2.3: Medium Density Residential (MDR-16) - Development Regulations, Attached Dwellings**

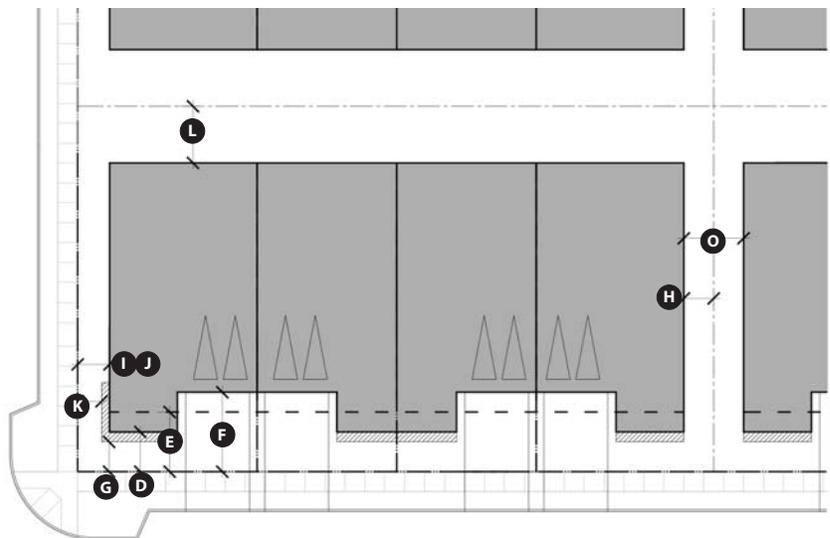
Table 6.2.3: Medium Density Residential (MDR-16) - Development Regulations, Attached Dwellings		
<b>Minimum Lot size<sup>1</sup></b>	<b>800 sf</b>	
Minimum lot width, interior	16 ft.	
Minimum lot width, corner	25 ft.	
Minimum lot depth	50 ft.	Lot lines may extend to the center line of the alley if alleys are designed as private streets
<b>Setbacks<sup>2</sup></b>		Chimneys, fireplaces, accent walls or pilasters, bay windows, eaves or similar architectural projections may encroach as per City of American Canyon zoning ordinance.
<b>D</b> Front, 1 <sup>st</sup> & 2 <sup>nd</sup> stories	10 ft.	
<b>E</b> Front, 3 <sup>rd</sup> story	15 ft.	Balconies and decks may encroach 5' into the required setback.
<b>F</b> Front, garage	20 ft.	
<b>G</b> Front, covered porch	10 ft.	
<b>H</b> Side, internal lot	10 ft.	Only applicable to the end of rows of attached units.
<b>I</b> Side, corner lot 1 <sup>st</sup> & 2 <sup>nd</sup> stories	10 ft.	
<b>J</b> Side, corner lot 3 <sup>rd</sup> story	10 ft.	
<b>K</b> Side, corner lot covered porch	6 ft.	
<b>L</b> Rear	10 ft.	Porches and stoops may encroach 5' into the required setback.
<b>N</b> Rear, alley	4 ft.	
<b>O</b> Minimum distance between main buildings	15 ft.	
<b>Maximum Height</b>	35 ft.	
<b>Maximum FAR</b>	1	FAR calculated over gross acreage of proposed attached development and does not include covered garages
<b>Maximum Lot Coverage</b>	55%	Walkways, driveways, porches (covered or uncovered) are excluded from lot coverage calculations
<b>Minimum Usable Open Space</b>	300 sf per unit	<ul style="list-style-type: none"> <li>Usable open space can be provided as group or private open space. Private open space shall count as usable open space and the actual measurement of an area which meets the criteria of private usable open space, shall be doubled, and the resulting figure applied toward the total usable open space requirements.</li> <li>Exterior usable group open space shall be not less than 400 square feet in area, and a rectangle inscribed within it shall have no dimension less than 20 feet.</li> <li>Exterior private open space shall be not less than 100 square feet in area, and a rectangle inscribed within it shall have no dimension less than 10 feet.</li> <li>Above-ground open space shall not be less than 60 square feet in area, and a rectangle inscribed within it shall have no dimension less than 6 feet</li> </ul>

<sup>1</sup>Minimum lot sizes are applicable where attached units are designed on individual lots as fee simple units

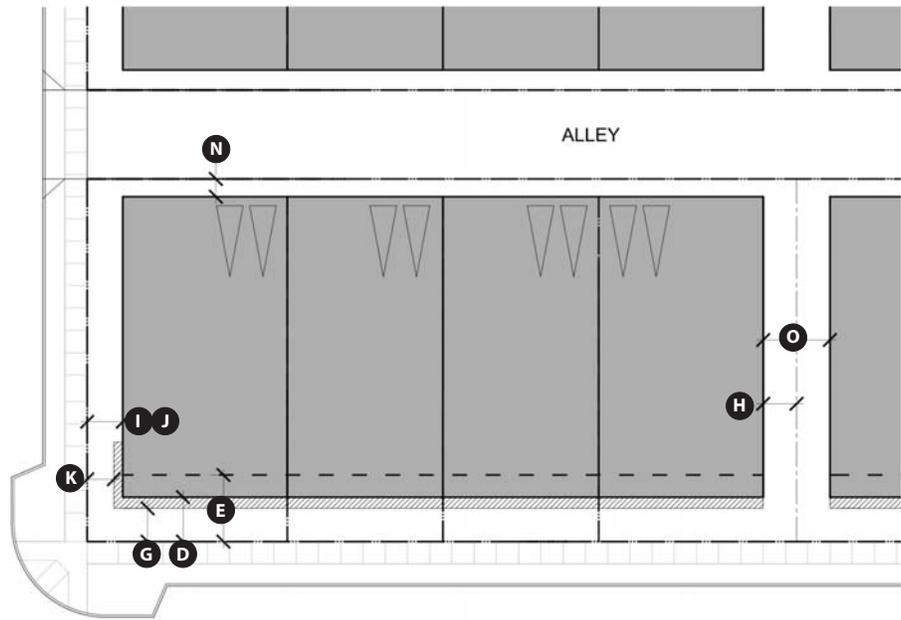
<sup>2</sup>Minimum front and rear setbacks shall be 25 ft. along arterials, 15 ft. along minor collectors.



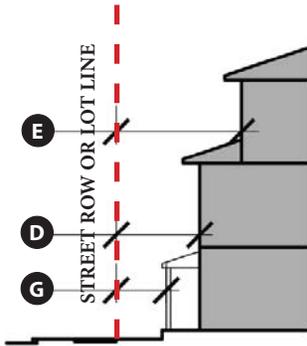
Medium Density Residential (MDR-16) - Attached



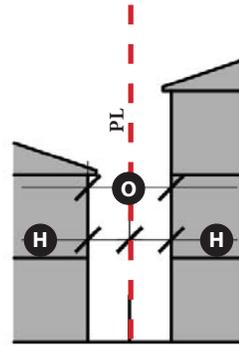
-  PORCH
-  BUILDABLE ENVELOPE LIMITS
-  PROPERTY LINE



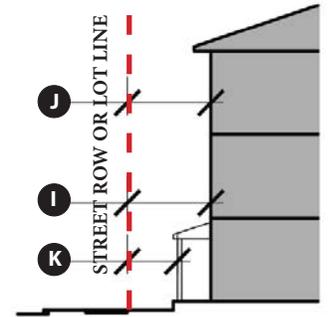
Medium Density Residential (MDR-16) - Attached, Alley Loaded



Front setbacks



Side setbacks at internal lots



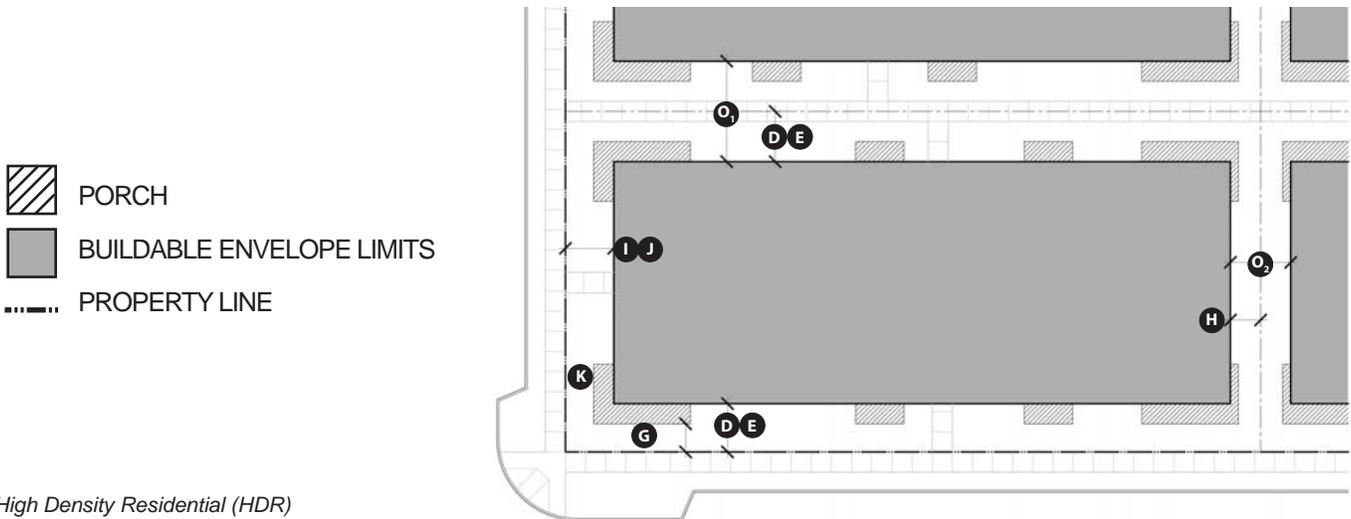
Side setbacks at corner



**Table 6.2.4: High Density Residential (HDR) Development Regulations**

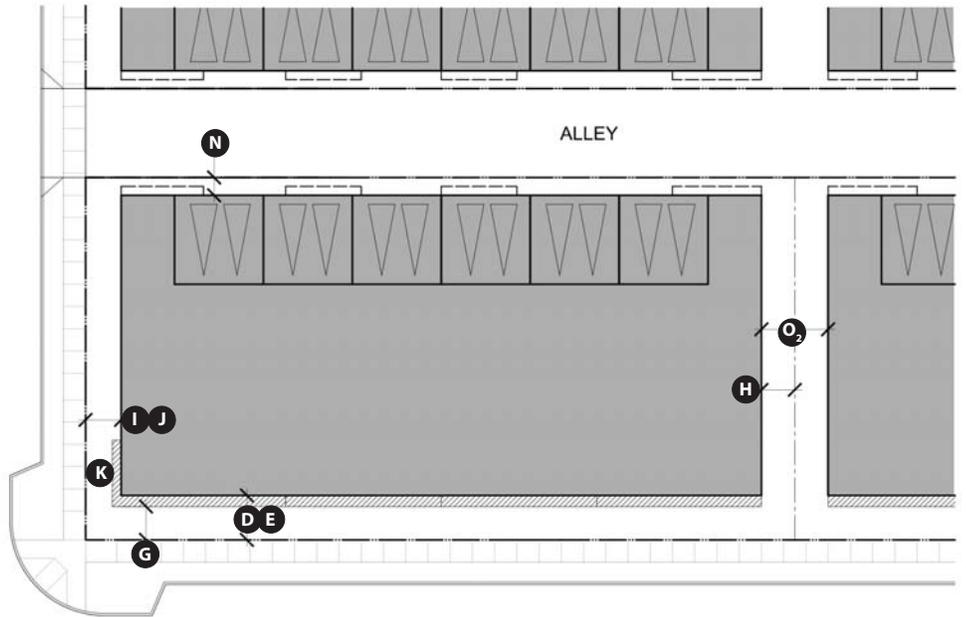
Table 6.2.4: High Density Residential (HDR) Development Regulations		
<b>Minimum Lot size</b>	<b>20,000 sf</b>	
Minimum lot width, interior	100 ft.	
Minimum lot width, corner	100 ft.	
Minimum lot depth	100 ft.	Lot lines may extend to the center line of the alley if alleys are designed as private streets
<b>Setbacks<sup>1</sup></b>		Chimneys, fireplaces, accent walls or pilasters, bay windows, eaves or similar architectural projections may encroach as per City of American Canyon zoning ordinance.
<b>D</b> Front, 1 <sup>st</sup> & 2 <sup>nd</sup> stories	15 ft.	
<b>E</b> Front, 3 <sup>rd</sup> story	15 ft.	Balconies and decks may encroach 5' into the required setback.
<b>G</b> Front, covered porch	10 ft.	
<b>H</b> Side, internal lot	10 ft.	
<b>I</b> Side, corner lot 1 <sup>st</sup> & 2 <sup>nd</sup> stories	15 ft.	
<b>J</b> Side, corner lot 3 <sup>rd</sup> story	15 ft.	
<b>K</b> Side, corner lot covered porch	10 ft.	
<b>L</b> Rear	10 ft.	Porches and stoops may encroach 5' into the required setback.
<b>N</b> Rear, alley	4 ft.	For all alley loaded units, rear setbacks are measured from the property line to the face of the garage door
<b>O</b> Minimum distance between main buildings	1. Front: 30 ft. 2. Side: 20 ft. 3. Rear: 30 ft.	
<b>Maximum Height</b>	40 ft.	Maximum height may be exceeded by 10' by tower rooms less than 200 sf, and distinctive architectural features such as towers, spires or cupolas. The total square footage of all projections that exceed the maximum height shall not exceed 15% of the roof area.
<b>Maximum FAR</b>	1	FAR does not include covered garages
<b>Maximum Lot Coverage</b>	50%	Walkways, driveways, porches (covered or uncovered) are excluded from lot coverage calculations
<b>Minimum Group Open Space</b>	300 sf per unit	<ul style="list-style-type: none"> <li>Usable open space can be provided as group or private open space. Private open space shall count as usable open space and the actual measurement of an area which meets the criteria of private usable open space, shall be doubled, and the resulting figure applied toward the total usable open space requirements.</li> <li>Exterior usable group open space shall be not less than 400 square feet in area, and a rectangle inscribed within it shall have no dimension less than 20 feet.</li> <li>Exterior private open space shall be not less than 100 square feet in area, and a rectangle inscribed within it shall have no dimension less than 10 feet.</li> <li>Above-ground open space shall not be less than 60 square feet in area, and a rectangle inscribed within it shall have no dimension less than 6 feet</li> </ul>

<sup>1</sup>Minimum front and rear setbacks shall be 25 ft. along arterials, 15 ft. along minor collectors.

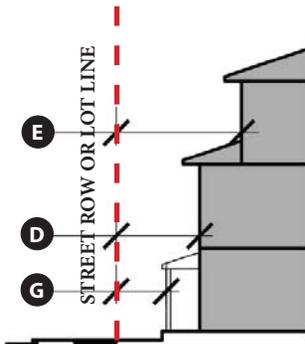


High Density Residential (HDR)

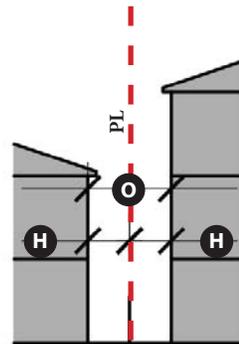
-  PORCH
-  BUILDABLE ENVELOPE LIMITS
-  PROPERTY LINE



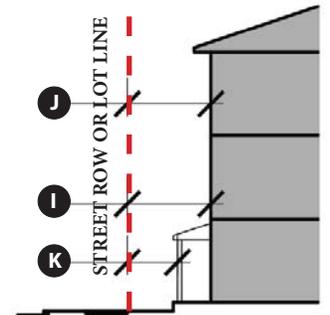
High Density Residential (HDR) - Alley Loaded



Front setbacks



Side setbacks at internal lots



Side setbacks at corner



is most restrictive. Irregular Lots are defined as lots that are non-rectangular, lots with three sides, or more than four sides and require specific definition of lot lines in order to achieve the purpose of the specific setbacks. Refer to Figure 6.1 for measuring setbacks on irregular lots.

**Front Lot Line:** On an interior lot, the line separating the lot from the street. On a corner lot, the shorter lot line abutting a street. On a through lot, the lot line abutting the street or lane providing the primary access to the lot. On a flag or panhandle lot, the interior lot line most parallel to and nearest the street or lane from which access is obtained. The width of the “flag” must be a minimum of 20’ and can be no longer than 2 times the width of the lot it serves. One “flag” driveway may access a maximum of 2 lots.

**Rear Lot Line:** The lot line that is opposite and most distant from the front lot line. In the case of an irregularly shaped lot, a minimum ten-foot long line which is within the lot and parallel to and most distant from the front lot line shall be considered the rear lot line for purposes of determining setback.

**Side Lot Line:** All lot lines, which are not front or rear lot lines, shall be considered side lot lines for setback purposes.

## 6.3 Napa Valley Ruins & Gardens Development Regulations

The following development regulations apply to all development within the Napa Valley Ruins & Gardens (NVR&G) land use designation.

Given the unique nature of the NVR&G, development regulations need to provide flexibility while steering new development towards good design.

### 6.3.1 SETBACK AND HEIGHT REGULATIONS

#### REQUIRED SETBACKS

Requirements	NVR&G	Other Commercial
Building Setbacks	Flexible to accommodate existing ruins	Per city of American Canyon Zoning Code
Building Heights	55'	Per City of American Canyon Zoning Code

Table 6.3: Allowable Building Setbacks and Height

Required setbacks are as determined through the design permit review process set forth in the Municipal Code Section 19.41.010 et. seq. The ruins within the NVR&G create a mass and scale that will form the backdrop for new construction. As buildings will be worked in and around the ruins, setback requirements must be flexible to respond to this context. Refer to Table 6.3 for building setbacks.

#### MAXIMUM BUILDING HEIGHT

The maximum building height is 55 feet. Exceptions to this maximum may be considered and permitted as a means of re-establishing a landmark statement within the NVR&G reflective of the historic silos on site. Refer to Table 6.3 for building heights.

### 6.3.2 SITE DESIGN REGULATIONS

#### VEHICULAR ACCESS

Vehicular access to buildings within the NVR&G is intended to provide for access to parking and service uses, and provide for emergency vehicular access while in a subordinate role to the pedestrian oriented environment. To preserve the pedestrian nature of the NVR&G, vehicular access may be provided via shared pedestrian ways, or woonerfs, or via plaza hardscape, and controlled through the use of removable bollards or other devices to control access and timing of vehicular access.

#### STREET LEVEL INTEREST

In order to support successful businesses within this area, activation and diversity of retail and commercial options are important at the street level to make them attractive as a destination for shoppers and visitors.

#### GROUND FLOOR USES



Trash enclosures shielded from public view

In order to facilitate a vibrant, pedestrian oriented streetscape, buildings with street or publicly oriented frontage shall provide street level pedestrian oriented uses on all street-facing frontages.

### **NEW BUILDING DESIGN**

New buildings shall be designed to complement the pedestrian orientation of their context, integrate into the adjacent ruins structures and community, and contribute to the creation of a vibrant and interesting mixed-use environment. Buildings located at street corners shall have the same level of design, detail and transparency for both frontages to maintain continuity and pedestrian interest.

### **PARKING LOCATION**

Off-street surface parking shall be located such that it does not interrupt pedestrian flow between various uses. Curb cuts shall be minimized and located in areas least likely to impede pedestrian circulation (see Section 6.4 for parking regulations).

### **GROUND LEVEL SERVICE FACILITIES**

Loading, delivery and trash removal elements have the potential to present and impose an adverse impact on the pedestrian environment and to create hazards for both people and automobiles if not given proper attention. Therefore, planning in the early stages of development must consider the placement of service facilities and their effects on the public environment so that they do not create unsightly conditions. In order to minimize the negative visual and physical impacts of service facilities, the following treatments shall be applied:

Trash storage, loading, and truck parking shall be located to minimize visibility from streets, pedestrian ways and building entrances and minimize interference with commercial or retail activities. Service and loading areas shall not be located along important pedestrian or view corridors.

Service entrances shall not face primary or secondary retail and commercial streets. All service entrances and associated loading docks and storage areas shall be located to the side or rear of a building.

Loading docks and truck parking shall be screened from public view using building mass, freestanding walls, and/or landscaping and shall be integral with the building architecture.

Roll up security doors at service entrances shall be detailed to conceal door housings and tracks and provide an attractive, finished appearance for all exposed components.

All exterior trash receptacles shall be screened from public view on three sides and on the fourth shall be screened by a gate that also obscures views. The enclosure shall be made of materials and colors compatible with that of the principal structure(s).

### **BUILDING LIGHTING**

Moving, blinking, or strobe lights are prohibited.

Illuminating a franchise building as a form of advertising is prohibited.

## **6.4 Parking Regulations**

### **6.4.1 PARKING REQUIREMENTS**

#### **REQUIRED OFF-STREET PARKING SPACES**

Each land use identified below shall be provided at least the number of off-street parking spaces listed. Uses not listed are subject to the parking requirements of Chapter 19.21 of the City of American Canyon Municipal Code.

NVR&G: 1 space for 400 sf of enclosed covered area, and 1 space for 200 sf of outdoor seating area. Overflow parking in parking orchards may be counted towards fulfilling parking requirements. A Parking Management Plan (PMP) shall be submitted as part of the NVR&G Master Plan/ Design Permit (see section 6.4.2.1).

Hotel: 1 parking space per room plus 1 space for every 10 rooms.

Residential: Off-street parking requirements shall be in accordance with Chapter 19.21 of the City of American Canyon municipal Code.

RV parking is not allowed in driveways, front yards, or on streets.

#### **MINIMUM DIMENSIONS, UNCOVERED PARKING**

Where parking stalls are located adjacent to landscaped areas, the paved depth of such stalls may be decreased by two feet provided a vehicle overhang area exists. The vehicle overhang area may not encroach into a public sidewalk unless that sidewalk is widened by the depth of the overhang. Parking area parking spaces and drive aisle dimensions shall be as listed below.

Standard space: 9 ft x 18 ft.

Compact space: Up to 15% of the total number of required parking spaces may be designed as compact spaces with minimum dimensions of 8.5 ft x 16 ft.

Drive aisle widths for parking lots with perpendicular parking is 24' minimum.

### MINIMUM DIMENSIONS, COVERED PARKING

Garages shall be constructed to meet the following minimum dimensions:

Single car: 12 ft x 20 ft

Two car standard: 20 ft x 20 ft

Two car tandem: 12 ft x 36 ft. (Tandem parking is allowed for all residential types as long as both spaces are assigned to the same unit/residence, and in non-residential parking areas where they are valet parked.

Garages shall provide additional area outside the vehicle parking area to accommodate all trash, garbage, green waste, and recyclables containers. The Community Development Director may waive this requirement if an alternative location is provided on site.

### 6.4.2 NAPA VALLEY RUINS & GARDENS SHARED PARKING PROGRAM

Shared parking is permitted within the NVR&G allowing for a reduction of minimum parking requirements for individual uses, as per the City of American Canyon Municipal Code Section 19.11.060 (C) Shared Parking. On street parking may be counted towards required off-street parking spaces.

#### POLICY 6.4.2.1 PARKING MANAGEMENT



Examples of bike racks

### PLAN.

A Parking Management Plan (PMP) shall be prepared and submitted as part of the Master Plan/Design Permit for the NVR&G area. The Parking Management Plan (PMP) will include, but not be limited to:

- Designated parking areas
- Parking circulation
- Special signage
- Parking fees
- Parking time limits
- Ride sharing incentives
- Biking and walking options
- Shuttle service

A Parking Management Plan (PMP) shall be prepared and submitted as part of the Master Plan/Design Permit for the NVR&G area.

### 6.4.3 BICYCLE FACILITIES

A comprehensive system of bicycle racks suitable for locking a bicycle shall be provided within the WRSP Area. Where bike parking and storage facilities are provided for specific uses, they shall be located at safe and easily accessible locations, in close proximity to the building entrances that they serve. The bike parking facilities shall be provided per the following minimum standards:



**NAPA VALLEY RUINS & GARDEN:**

Bike parking shall be appropriately located within the NVR&G to provide easy access to the trail connections and the retail and commercial uses within the village: A minimum of 10 percent of the number of required automobile parking spaces, with a minimum of one two-bike capacity rack.

**MULTI-FAMILY RESIDENTIAL**

A minimum of 10 percent of the number of required automobile parking spaces, with a minimum of one two-bike capacity rack.

**PARKS AND OPEN SPACE:**

A minimum of 10 percent of the number of required automobile parking spaces, with a minimum of two four-bike capacity racks.

# 6.5 Signage Regulations

These regulations are intended to result in functional, attractive signage incorporating a high level of design, graphics and efficient maintenance throughout the WRSP Area. All signs shall meet the Signage Guidelines in the WRSP. A master signage plan shall be prepared for the NVR&G as part of the first Design Permit entitlement.

## 6.5.1 PROHIBITED SIGNS

In addition to the signs prohibited pursuant to Section 19.23.060, Prohibited Signs, of the American Canyon

Municipal Code, the following signs are prohibited.

- Decal signage on glazing.
- Internally-illuminated awnings.
- Plastic-faced monument signs.
- Conventional plastic-faced box or cabinet signs.
- Formed plastic or injection molded plastic signs.
- Signs with luminous vacuum-formed letters.
- Cloth, paper, cardboard or foam signs or decals.
- Blinking, flashing, animated or moving signs.
- Advertising displayed on vehicles to attract attention to a specific business location or sale.

## 6.5.2 COMMERCIAL TENANT IDENTIFICATION AND STOREFRONT SIGNAGE

Tenant signs shall be limited to the identification of building tenants. Tenant signage must comply with the Design Guidelines contained herein and the master signage program prepared for the NVR&G Mixed Use area.



*Examples of creative signage appropriate at the Napa Valley Ruins & Gardens*

### 6.5.3 LIVE-WORK SIGNAGE

The following signs are prohibited for live/work developments:

- Franchise signage
- Internally lit acrylic or plastic signs

## 6.6 Landscape Regulations

### 6.6.1 GENERAL LANDSCAPE REGULATIONS

#### LAYOUT AND DESIGN

Planting layout and design shall be conducted with knowledge of plant material habits and varieties as a guide for proper spacing and combinations. The ultimate size and growth speed of plant materials shall be considered to achieve an interesting, diverse landscape effect.

#### LOCATION

Shrubs shall not be planted within two feet (2') of residential walks, curbs, driveways, or architectural elements.

Trees shall not be planted within two feet (2') of residential walks, curbs, driveways or architectural elements. Trees planted within five feet (5') of walks, curbs, or pavement shall require continuous root barriers.

#### MATERIALS

Residential Local Street trees shall be chosen from an approved Street Tree List.

Common Area landscaping (both private and public) shall comply with the City of American Canyon's water efficient landscape ordinance.

Shrubs, grasses, vines, groundcovers and perennials shall be chosen from an approved plant list and shall constitute a minimum of 30% of the plant palette.

Private Common Area trees shall consist of at least 30% from an approved plant list and shall be located appropriately for the available planting space.

### PLANT SIZE

Plants shall be of the following minimum size and spacing at the time of installation:

Shrubs: A minimum of 35% of shrubs shall be 5 gallon size.

Ground Cover: Ground cover planting shall be installed at sizes and spacing to provide complete cover within one year of installation.

Vines: Vines shall be a minimum of five gallons.

Trees: Trees shall be a minimum of 15 gallons. 24-inch box trees shall be planted in areas of special interest such as key intersections, neighborhood entries, or focal points.

### 6.6.2 STREET TREES

A minimum of three street trees shall be planted for every 100 linear feet of street frontage. Street trees shall be spaced a maximum of 30' on center and in accordance with the following minimum setbacks:

- 30' setback from street corners for sight line visibility (greater setback may be required at specific conditions, as determined by the City Engineer)
- 10' setback from commercial driveways
- 5' setback from residential driveways
- 15' setback from streetlights and traffic control signals
- 5' setback from water, gas and fire service laterals
- 5' setback from sewer and gas laterals
- Street trees shall be a minimum size of 15 gallons.
- All street trees shall be installed with root barriers where necessary to prevent sidewalk uplift.

### 6.6.3 MODEL WATER EFFICIENCY LANDSCAPE ORDINANCE

In September 2009, the State adopted the Water Conservation in Landscaping Act of 2006 (AB1661). As of January 1, 2010 all local jurisdictions in California are required to implement this law, with the aim of reducing water consumption by landscaping.



# 6.9 Resource Management Guidelines

The sustainability of a community depends on creating and maintaining its economic and environmental health. It is important that for communities to be successful, they develop principles and a collective vision for the future that applies an integrative approach to environmental, economic, and social goals. The WRSP aims to achieve a high level of sustainability incorporating a three tier approach to sustainability through an effective management of resources at all levels of planning, design, and construction.

## TIER 1 DESIGN GUIDELINES

The first tier involves using sustainable principles in community design and overall master planning. An integral relationship exists between how a community is planned and developed through its form, configuration, and use along with its capacity to meet its social, environmental, and economic needs. Community form, which represents the needs and priorities of the community, directly influences community capacity to sustain itself into the future. The sustainability design guidelines used in the overall planning of the WRSP Area include:

- Vehicle miles travelled should be reduced through the provision of a mixed-use community that accommodates a wide range of uses.
- A wide range of housing types should be provided that allow for varied housing opportunities.
- Non-vehicular circulation should be emphasized through the creation of compact, interconnected walkable blocks.
- A healthy lifestyle should be promoted through an integrated system of trails and pedestrian connections.
- Narrow street sections should be provided to reduce surface runoff and reduce urban heat island effect.
- Environmentally sensitive areas should be preserved where possible.
- Existing structures and materials at the NVR&G should be reused where possible.
- Features such as electric charging stations and solar panels should be provided at key community destinations.

- Incorporate horizontal mixed-use into the community to create a walkable, pedestrian friendly community with less need for automobiles.
- If possible, accommodate a public transit stop centrally located near the core activity hub.

## TIER 2 DESIGN GUIDELINES

The second tier involves a commitment to using sustainable green building techniques. The technology exists to create buildings that are smarter, more energy efficient, and healthier than those of the past. Homes and commercial buildings should be built incorporating the finest building and energy saving techniques available. The sustainable green building techniques that might be used in the built form include:

- Passive energy should be used to reduce dependency on mechanized energy systems.
- Recycled, refurbished or sustainability farmed building products should be incorporated.
- A lifecycle analysis should be used when choosing building materials.
- Homes and buildings should meet strict energy performance standards by incorporating ENERGY STAR compliant products such as appliances, building, heating and cooling, and lighting products in an effort to reduce greenhouse gas emissions.
- Reduce the energy consumption in homes by the use of energy efficient design and construction methods. These could include, but not limited to:
  - High Performance Attics;
    - o High Performance Walls;
    - o High Performance HVAC Systems
    - o High Performance Windows;
    - o Tankless Water heaters; and
    - o Cooling Ventilation and house fans;
- Consider incorporating a “cool roof” which reduces the amount of heat conducted to the building. This can be achieved by using highly reflective or “cool color” roofing products.
- Outdoor lighting should incorporate fixtures that produce light using light-emitting diodes (LEDs)

which use at least 75 percent less energy than incandescent lighting.

- Residences and public/commercial buildings should be designed to accommodate electric vehicle charging stations.
- Incorporating signage on the sustainable design features on the build environment, specifically LEED certified buildings.
- Homebuilders providing buyers with a system option for the homes to include photovoltaic (solar) and solar water-heating systems. Being solar-ready may include:
  - o Having a designated solar zone
  - o Adequate electric capacity
  - o Designated conduit and plumbing paths
- Commercial parking incorporating photovoltaic (solar) panels over the parking, or solar turbines located on the light poles to harvest energy.

### **TIER 3 DESIGN GUIDELINES**

The third tier involves a commitment to sustainable landscape techniques. The desire to create community in accordance with green building principles influences the decisions regarding the landscape design, recreational programming, and physical layout of each development area. The sustainable landscape techniques that may be used include:

- Drought tolerant plants should be selected to reduce water consumption based upon:
  - o Their adaptability to the natural conditions of the site.
  - o Protection and preservation of native species and natural vegetation
  - o Disease and pest resistance
  - o Water-conserving plant and turf species
  - o Selection of plants from the East Bay Municipal Water District's "Plants and Landscape for Summer-Dry Climates" as the primary reference.
- Plant materials should be selected that promote a

diversity of flora and fauna.

- Recycled water for landscape should be considered to reduce the consumption and demand of potable water.
- Pursuant to Zoning Ordinance Chapter 19.22.040 no turf is permitted in front yards and in other areas turf areas should be minimized.
- Low impact development principles should be implemented to reduce the impact of the development on the natural environment.
- Incorporate infiltration beds, swales, and basins into the design of a project to allow water to collect and soak into the ground, as required by local agency.
- Utilize pervious or porous surfaces (permeable pavers or blocks) to minimize runoff.
- Encourage the use of rain harvesting or catchment technologies (rain gardens, canisters, etc.)
- Projects shall incorporate The City of American Canyon Model Water Efficient Landscape Ordinance (MWELo) into the design.

This page intentionally left blank.

# CHAPTER 7 CIRCULATION

## 7.1 Introduction

The Watson Ranch Specific Plan (WRSP), consistent with the City of American Canyon's General Plan Circulation Element, incorporates an array of transportation modes. This is achieved by including a network designed for pedestrians, bicyclists, and motor vehicles. Streets are not only functional systems that allow vehicles to navigate smoothly and safely within the community, they are an important building block in creating a rich and vital pedestrian environment. The Circulation Plan (Figure 7.1) provides access to residential, educational, commercial, and recreational destinations. In addition, the circulation plan promotes "complete streets", a transportation policy and design approach that requires streets to be planned, designed, operated, and maintained to enable safe, convenient, and comfortable travel and access for users of all ages and abilities regardless of their mode of transportation. In doing so, the circulation plan provides a safe, functional, and pedestrian friendly environment for residents and visitors of the WRSP Area community.

The WRSP Area is connected to the city on its western edge by Rio Del Mar which is proposed to be extended to serve as an east west connector between Highway 29 and Newell Drive. Newell Drive is proposed to extend along the eastern edge of the WRSP Area, enabling a future connection of Newell Drive to SR 29 at Green Island Road. In keeping with the General Plan goal of creating a well-connected community, the WRSP provides connections along its southern edge to Vintage Ranch. Respecting the existing development pattern of Vintage Ranch, connections are made to both existing Summerwood Drive and Rolling Hills Drive. The Rolling Hills Drive connection provides a connection to and from Vintage Ranch to Rio Del Mar while the Summerwood Drive connects the proposed southern residential development parcels within the plan area to Vintage Ranch and may be limited only to a pedestrian and bicycle access. Complying with the American Canyon Fire Projection District the Watson Ranch Plan Area will provide for two means of access during all phases of construction and at build-out.

The main circulation network within the WRSP Area is a modified grid with Rio Del Mar forming the southern edge of the grid. The interconnected nature of the block pattern disperses traffic so that local streets are pleasant to live on and walk or bike along.

## 7.2 Goals, Objectives, and Policies

The following goals, objectives, and policies establish a framework to create a circulation network that considers the movement of pedestrians, bicyclists, and vehicles.

### **Goal 7A – Create a balanced transportation system that moves a variety of users through the community.**

Objective 7.1 – Design pedestrian-friendly streets with appropriate traffic calming measures.

Policy 7.1.1 – Sidewalks within residential neighborhoods shall be a minimum of five feet wide and separated from the street by a landscaped parkway strip.

Policy 7.1.2 – Standard crosswalks shall use accentuated markings, changes of material, pedestrian warning indicators, flashing bollards, flashing lane indicators and/or other flashing warning signs near schools, parks, the NVR&G, or major trail crossings.

Policy 7.1.3 – Bulb-outs shall be used at intersections subject to approval of the City of American Canyon and the American Canyon Fire Protection District.

Policy 7.1.4 - All streets, intersections, alleyways and other circulation improvements shall preserve public safety access throughout the specific pan area.

Policy 7.1.5 - At-grade railroad crossings, whether at Rio Del Mar or S. Napa Junction Road, shall be subject to California Public Utility Commission (CPUC) approval and all CPUC regulations governing vehicular, bicycle and pedestrian safety at the railroad crossing.

Policy 7.1.6 – All improvements located with the SR 29 State right of way are subject to approval of an encroachment permit by the California State Department of Transportation (Cal Trans).

Policy 7.1.7 – The “Tie-in” at Rio Del Mar and SR 29 (see section 7.7 - Off-Site Improvements) are intended to be consistent with the Cal Trans District 4 Bike Plan project referred to as NAP -29 - X12 which will add Class II bike lanes on SR 29 and implement signal/intersection improvements to support bicyclist left turns and movements through the intersection in general.

### **Goal 7B – Create a street network that enhances the sense of community.**

Objective 7.2 – Design streets that are compatible with the character of their neighborhoods.

Policy 7.2.1 – In more urban conditions, sidewalks may widen and become curb-adjacent. Tree wells with tree grates should be used in these situations.

Policy 7.2.2 – To enhance the neighborhoods in the eastern WRSP Area, a key road intersection shall be placed to access Newell Drive that creates an east/west view across the regional ball fields to the school site.

Policy 7.2.3 – A minor collector shall be provided in the northwest corner of the WRSP Area that makes a sweeping curve in order to work with the site topography. Homes on the east side of the road along this curve should be accessed through internal local streets while porches face onto the minor collector street.

Policy 7.2.4 – A connection between Park “A” and Park “B” shall be provided. Homes to the east should back onto the park with open view fences. The western edge of the linear park that connects Park “A” and Park “B” should be adjacent to a local street.

Policy 7.2.5 – Use of alleyways is encouraged. Specific location of alleyways shall be reviewed and approved as a part of the tentative map and design permit entitlement process for individual neighborhoods.

Policy 7.2.6 – Modified street sections reflected in the WRSP are approved for use, however, specific location and application will be subject to review and approval as part of subsequent Tentative Map/Design Permit entitlement process.

### **Goal 7C – Create a pedestrian and bicycle trail network.**

Objective 7.3 – Provide bicycle and pedestrian amenities throughout the WRSP Area.

Policy 7.3.1 – Short-term and long-term bicycle parking for non-residential uses shall be provided as required in the City of American Canyon Municipal Code section 19.21.050 or as otherwise required in the WRSP.

Policy 7.3.2 – The Napa Valley Vine Trail and River to Ridge Trail segments within the WRSP Area shall incorporate street furniture, drinking fountains, wayfinding signage, interpretive elements, high-visibility crossing treatments, and other amenities where appropriate.

Objective 7.4 – Increase connections through a network of trails, sidewalks, and bike facilities to promote walking and bicycling.

Policy 7.4.1 – The River to Ridge Trail shall be integrated into the WRSP Area along the south side of Rio Del Mar alignment fronting on the Napa Valley Ruins & Gardens (NVR&G) mixed use area intersecting with the Napa Valley Vine Trail and connecting to Newell Drive.

Policy 7.4.2 – The River to Ridge Trail shall have an improved minimum width of 10 feet for the segment passing through the WRSP Area.

Policy 7.4.3 – The Napa Valley Vine Trail shall be aligned generally along the PG&E gas line easement running north to south through the WRSP Area.

Policy 7.4.4 – The Napa Valley Vine Trail shall have a minimum improved width of 12 feet for the segment within the WRSP Area.

Policy 7.4.5 - Class IV bikeways (cycle tracks) may be implemented along Newell Drive and Rio del Mar in lieu of class II bike lanes.

Policy 7.4.6 – An area-wide looped trail system in the WRSP Area shall be established through multiple secondary trail and sidewalk loops provided along open space areas and through neighborhoods.

Objective 7.5 – Promote safety and security on all trail networks.

Policy 7.5.1 – Posting of rules related to bicycle speed limits and trail use etiquette shall be provided along the trail system.

Policy 7.5.2 – When provided, lighting on multi-use trails shall be downward facing.

**Goal 7D – Integrate and connect to regional public transportation.**

Objective 7.6 – Provide connections to regional networks for a variety of transportation modes.

Policy 7.6.1 – Transit stops shall be provided at key destinations within the WRSP Area.

**Goal 7E – Design “Complete Streets.”**

Objective 7.7 – Develop a street hierarchy and street system design that considers all potential users and establishes the appropriate modes of transportation for a Complete Streets network in the WRSP Area.

Policy 7.7.1 – Street design shall be consistent with Resolution 2012-72, “Complete Streets Policy of the City of American Canyon.”

Policy 7.7.2 – Class II bike lanes (delineated by on-street striping) shall be provided on all arterial and collector level streets throughout the WRSP Area except where Class I or Class IV bikeways are provided.

Policy 7.7.3 – Sidewalks shall be provided on at least one side of all streets.

Policy 7.7.4 – Approaches to signalized intersections should include bicycle detection devices that are operational and properly marked.

Policy 7.7.5 – Safety and access for bicyclists should be improved at at-grade railroad crossings by providing appropriate enhancements such as proper track structure, safe crossing angles, track fillers, lighting, and adequate warning and guidance information, among other features.

Policy 7.7.6 – Street design shall be consistent with the Circulation Element. Modifications not approved as part of this Specific Plan (see Section 7.3) shall be subject to review and approval through the Tentative Map and Design Permit Approval Process.

**Goal 7F – Provide an open street network with connectivity to adjoining neighborhoods.**

Objective 7.8 – Wherever possible, local street connections to adjoining neighborhoods should be made to provide local access to the Napa Valley Ruins NVR&G Area.

Policy 7.8.1 – Rolling Hills Drive shall be connected as a local street to the extension of Rio Del Mar. Where necessary, traffic calming features shall be utilized to avoid “cut-through” traffic.

Policy 7.8.2 – Preserve the potential for the City to achieve a future at-grade crossing connection at the terminus of South Napa Junction Road until such time the City has completely abandoned the option as a secondary access into the NVR&G.

## 7.3 Street Sections

This section describes the range of street classifications that make up the components of the overall circulation system. The Circulation Plan (Figure 7.1) delineates the location of the backbone street layout for the WRSP Area. Local streets and smaller are shown in the following graphic (Figure 7.2), which shows potential locations of in-tract local streets. The street sections described below include a series of “modified” street sections that are permissible to use within the WRSP Area. The backbone circulation plan generally shows the alignment of the primary streets. Final street layouts may vary slightly with final design to be determined at time of tentative map approval.

In keeping with the sustainable goals of WRSP, Low impact Development (LID) techniques maybe be used to reduce impacts of development on the natural environment. To meet this goal if required the planting strips along roadways, or landscape medians may be used to treat storm water run-off. The use of parkway strips or medians to treat stormwater may help in meeting the City’s MS4 Permit requirements, which is the regulatory framework to address appropriate source control, site design, and stormwater treatment measures in new development and redevelopment projects to address pollutant discharges and prevent increases in runoff flows.

In the following Street Section Graphics certain text may be abbreviated to fit graphically. These are:

- FOC delineates Face of Curb Dimensions,
- BOC delineates Back of Curb Dimensions, and
- ROW delineates the Right of Way.

Street sections illustrated represent the range of proposed streets within the WRSP Area. Specific locations and dimensions may be further refined or modified through the Tentative Map Process (See Policy 7.7.6)

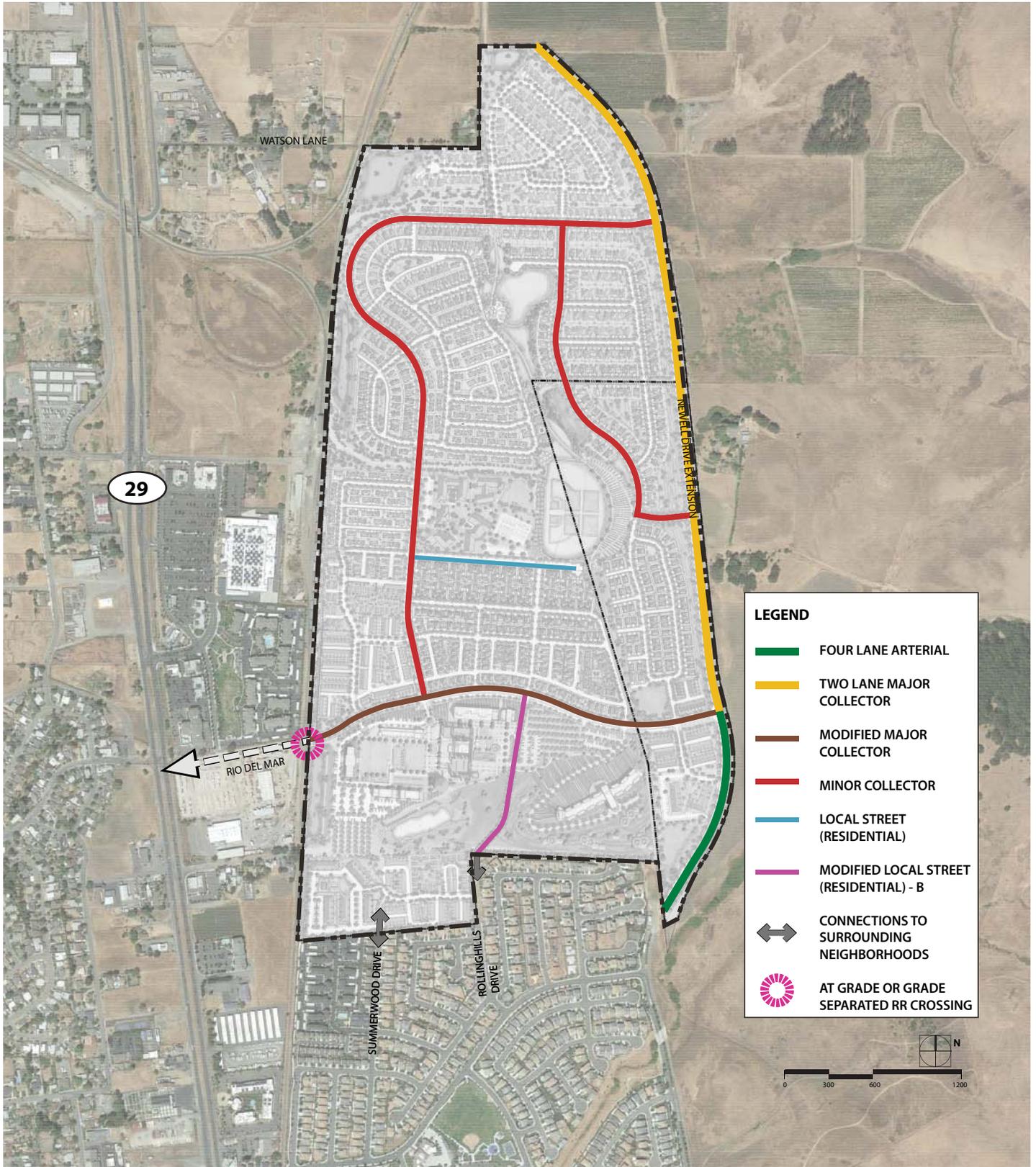


Figure 7.1: Circulation Plan

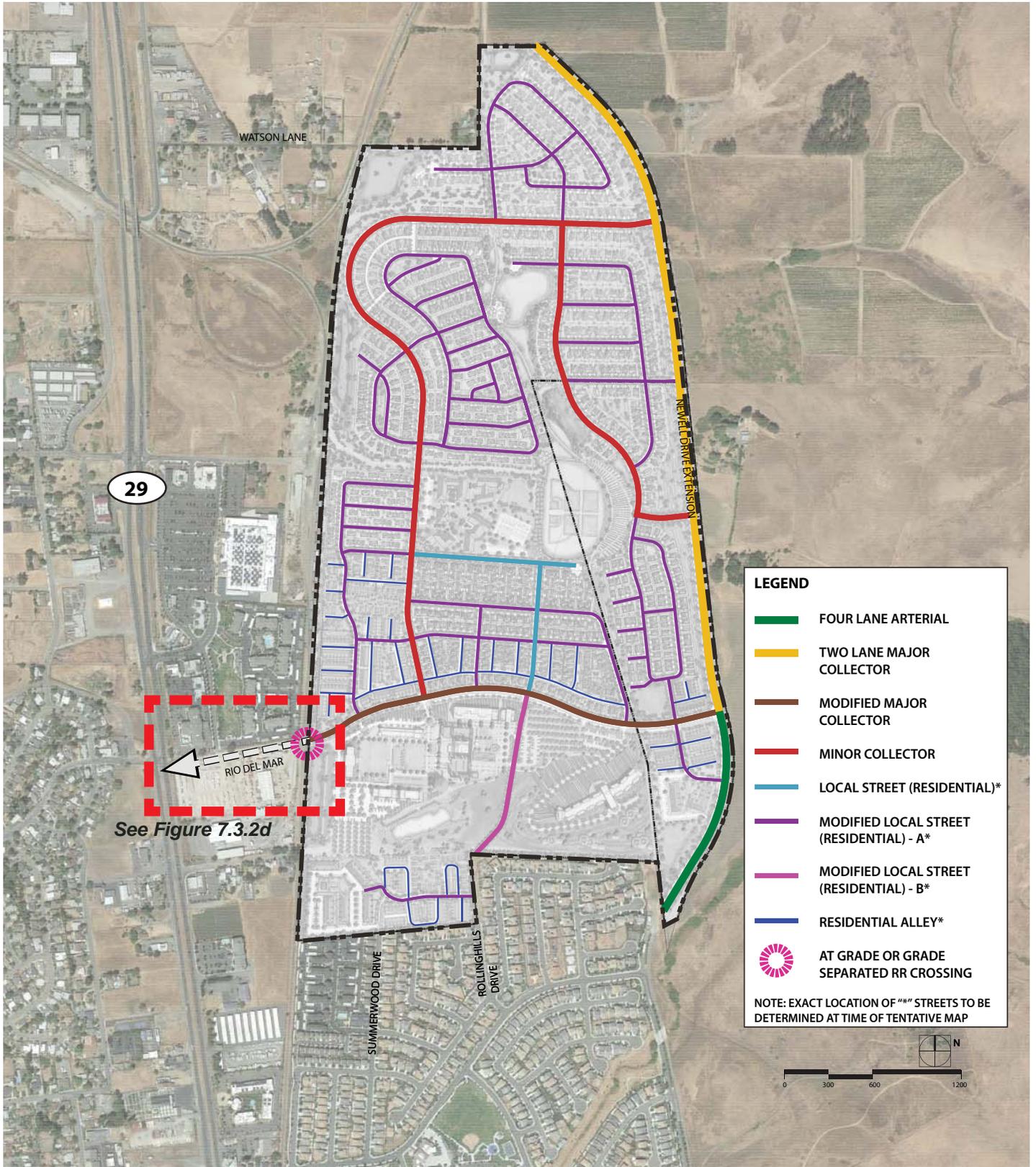


Figure 7.2: Detailed Circulation Plan (Backbone and illustration of possible in-tract street pattern)

### 7.3.1 FOUR LANE ARTERIAL / TWO LANE MAJOR COLLECTOR (NEWELL DRIVE)

Newell Drive will consist of two sections, one south of Rio Del Mar and the other north of Rio Del Mar.

South of Rio Del Mar, this arterial will consist of two vehicular lanes in each direction separated by a landscaped median. On-street bike lanes and 8-foot wide sidewalks separated from the travel ways by 6-foot wide landscaped parkways are also included in the 100-foot wide right-of-way. (See Figure 7.3.1a)

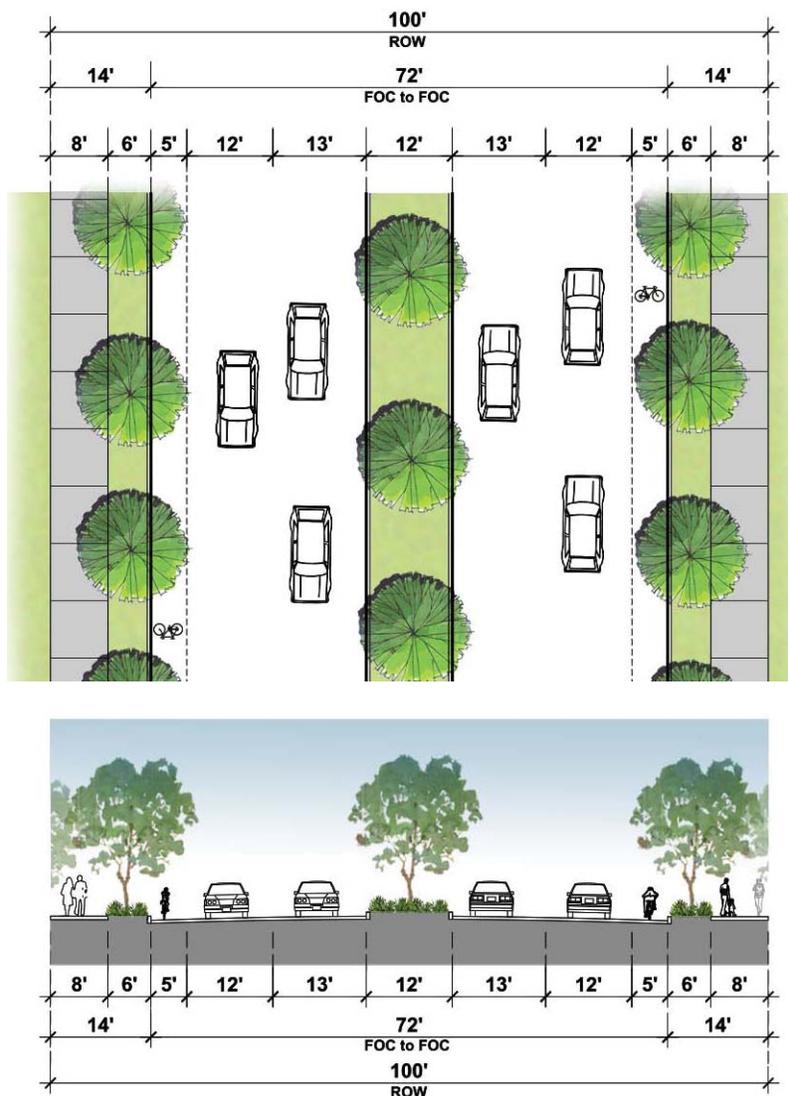


Figure 7.3.1a: Four Lane Arterial (Newell Drive south of Rio Del Mar)

North of the intersection with Rio Del Mar, the road classification changes to a 2 lane Major Collector. Improvements include two 12-foot lanes of travel, a 14-foot median, 5-foot class II bike lanes, an 8-foot wide parkway and 8-foot sidewalk on each side. (See Figure 7.3.1b)

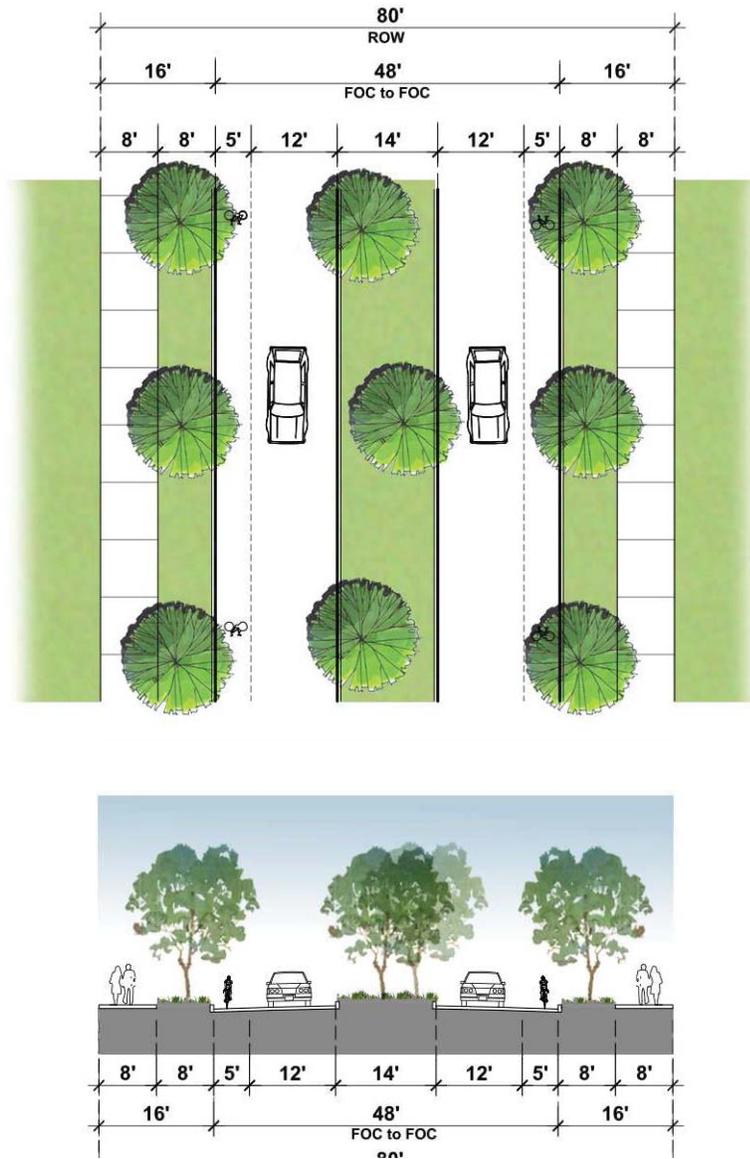


Figure 7.3.1b: Two Lane Major Collector (Newell Drive north of Rio Del Mar)

### 7.3.2 MODIFIED MAJOR COLLECTOR (RIO DEL MAR EXTENSION)

This two lane modified collector is proposed as an east-west extension from the existing Rio Del Mar linking to the extension of Newell Drive. This portion of Rio Del Mar consists of a 69.5-foot wide road section within a 105.5-foot wide right-of-way. The paved section will accommodate two 12-foot wide travel lanes, a 14 median that accommodates turn lanes, a 5-foot wide on-street bike lane on the north side, and 8-foot wide parking bays on the north side. Diagonal parking is provided on the south side along the frontage of the NVR&G. The class II bike lane on the south side is

routed off street in conjunction with the River to Ridge trail or as a separate Class I bike lane or Class IV cycle track. Alternately, "back-in" diagonal parking may be considered along the NVR&G frontage. The roadway has a vertical curb and gutter and curb returns have a 20-foot radius. An 8-foot wide sidewalk is provided on the north side of the street and separated from the travel lanes by an 8-foot wide parkway strip. The River to Ridge Trail runs along the south side of the road as a 12-foot wide multi-purpose trail for pedestrians and bicycles, separated from the parking areas by a minimum 8-foot wide parkway strip. Where this street runs along the NVR&G, the paving may extend to the curb, thus eliminating the parkway strip and forming more

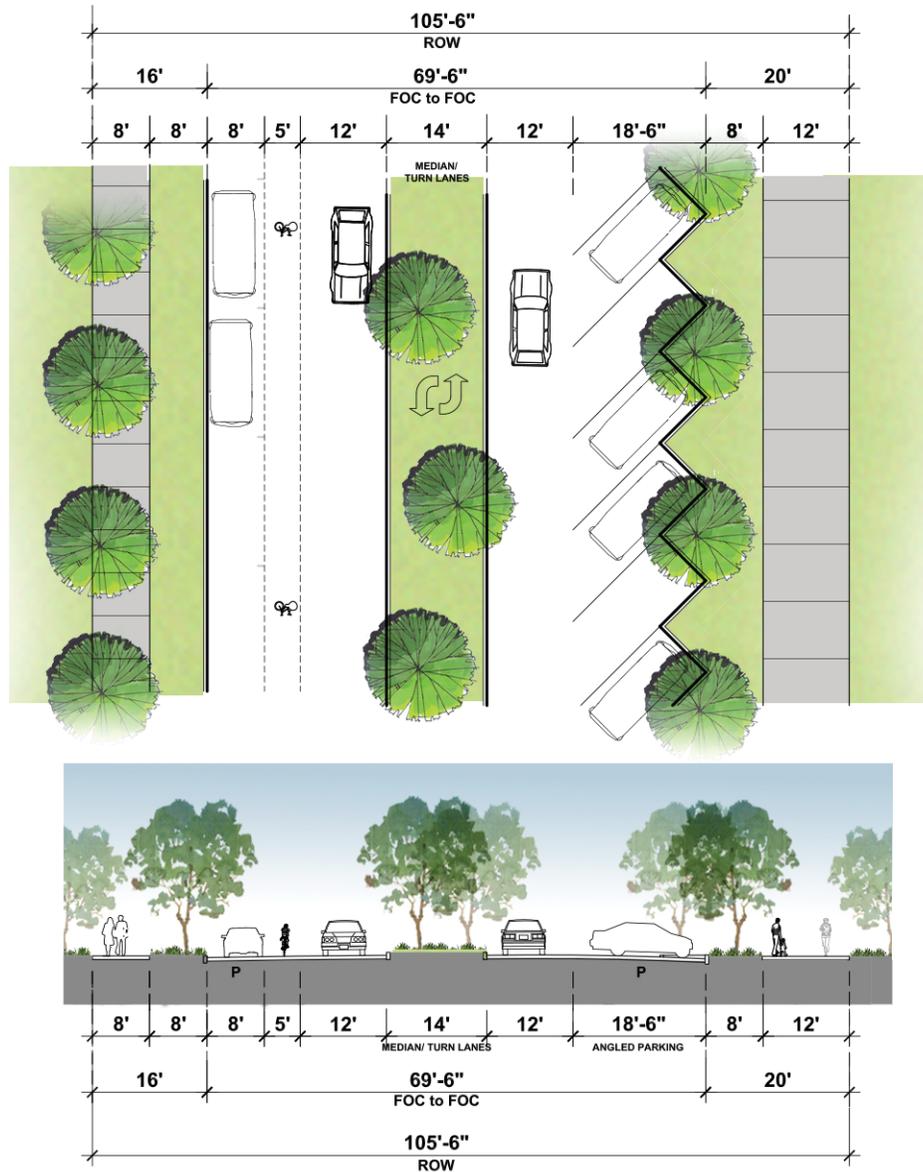


Figure 7.3.2a: Modified Collector (Rio Del Mar extension - in front of NVR&G)

of a promenade atmosphere with street trees in tree grates. (See Figure 7.3.2a and Figure 7.3.2b)

Along the western edge of the site, the Rio Del Mar extension crosses the existing railroad. The Rio Del Mar railroad crossing will be an at-grade or grade separated crossing. Parking bays are eliminated for this portion of the roadway. Along the western edge of the site where not adjacent to the NVR&G, the diagonal parking will become parallel spaces.

Figure 7.3.2c shows the conceptual at grade crossing for Rio Del Mar and 7.3.2d shows the grade separated concept. Figure 7.3.2e shows the conceptual layout for the off-site portion of Rio Del Mar extension from the western property boundary to SR 29. Lane configurations and alignments are conceptual and will be refined at the time of final design.

Rio Del Mar railroad crossing at grade or grade separated is subject to C.P.U.C. approval. Figure 7.3.2c and 7.3.2d are conceptual only and may be subject to change.

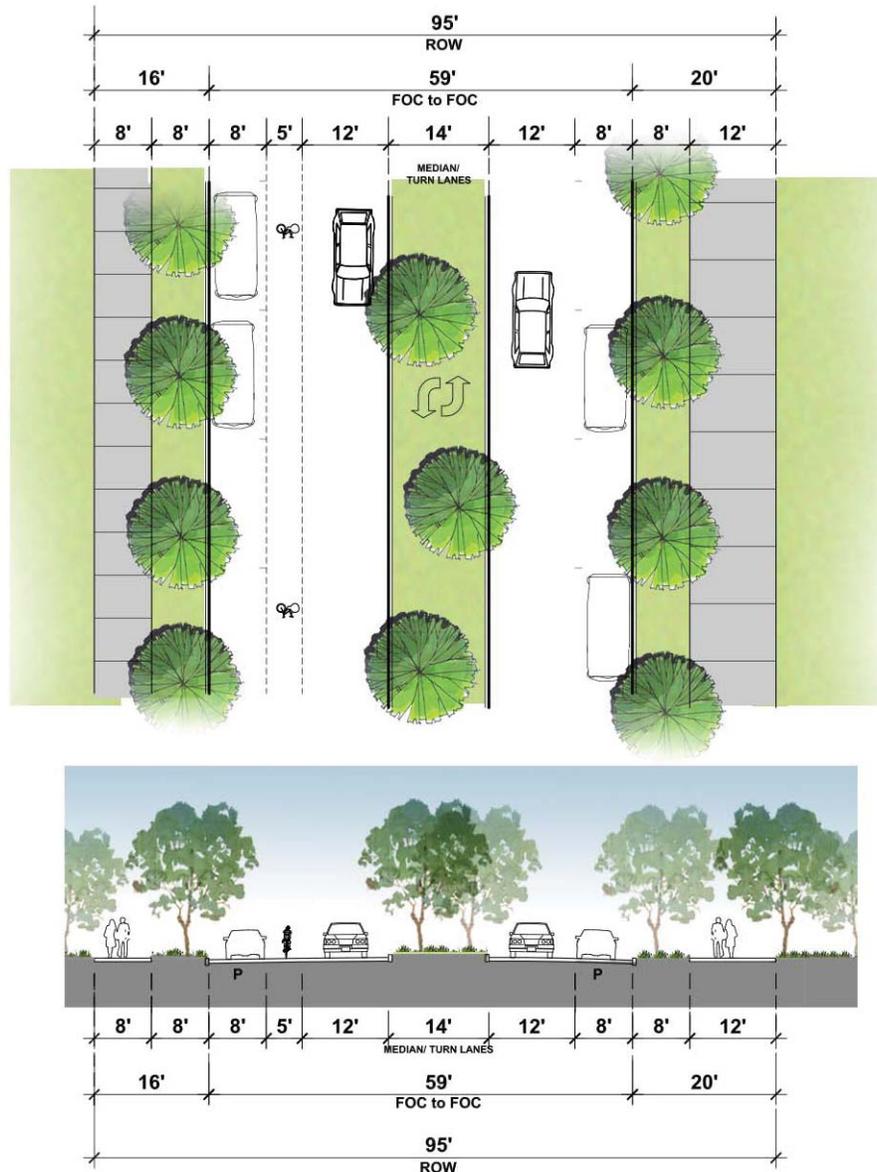


Figure 7.3.2b: Modified Collector (Rio Del Mar extension - from Napa Valley Vine Trail crossing to Newell Drive)

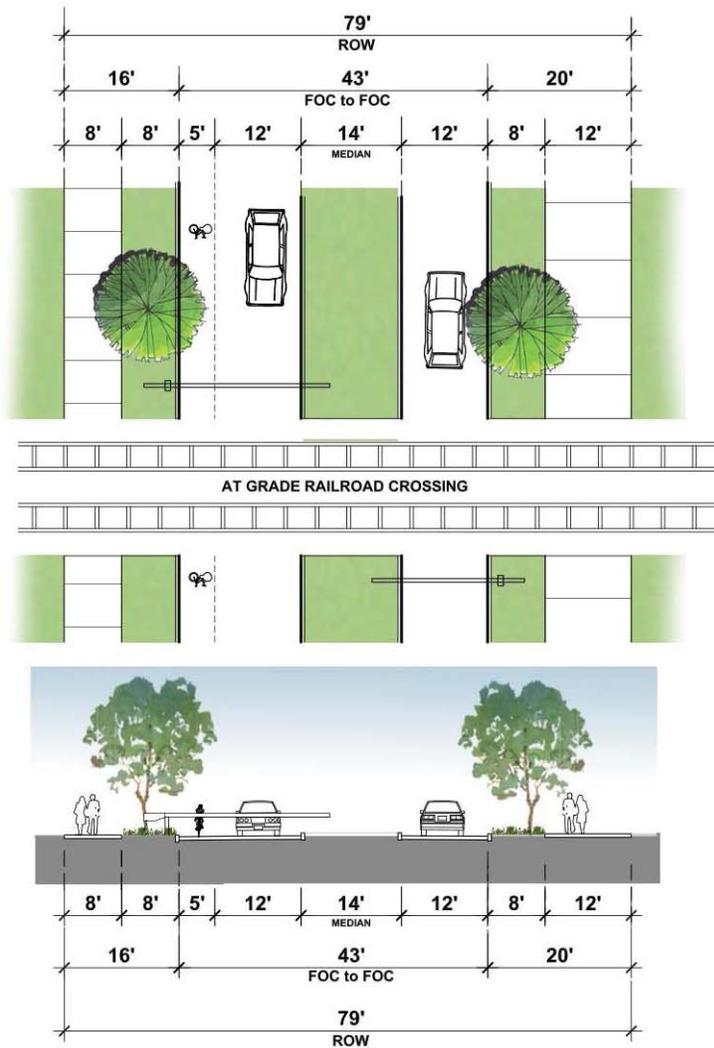


Figure 7.3.2c: Modified Collector (Rio Del Mar extension - at grade crossing)  
 Final grade crossing design is subject to C.P.U.C. approval and must meet C.P.U.C. regulations for vehicular, bicycle and pedestrian safety crossing features. Figure 7.3.2c is conceptual only and may be subject to change.

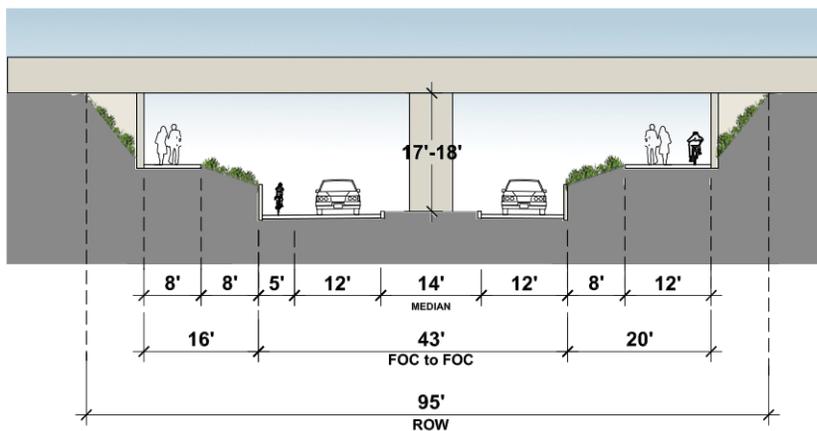
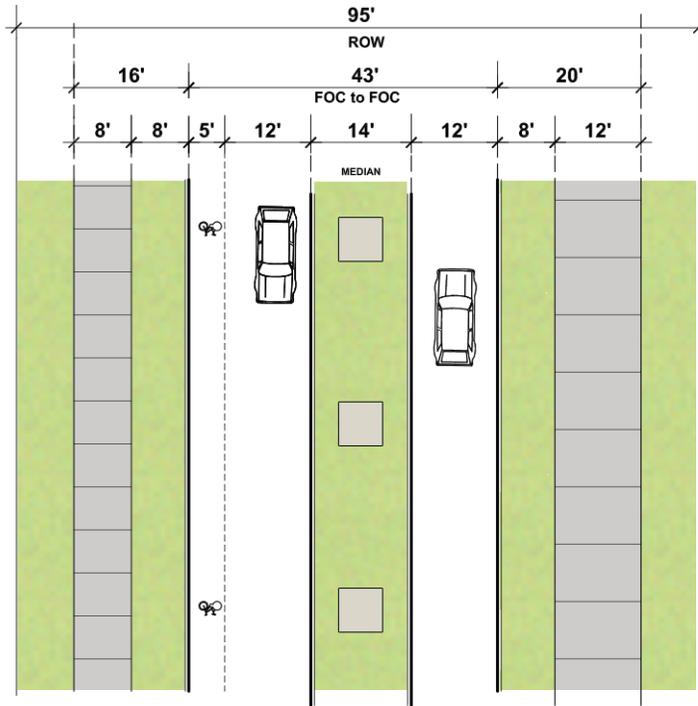


Figure 7.3.2d: Modified Collector (Rio Del Mar extension - RR underpass)  
 Final railroad crossing is subject to C.P.U.C. approval and must meet C.P.U.C. regulations for vehicular, bicycle and pedestrian safety crossing features. Figure 7.3.2d is conceptual only and may be subject to change.

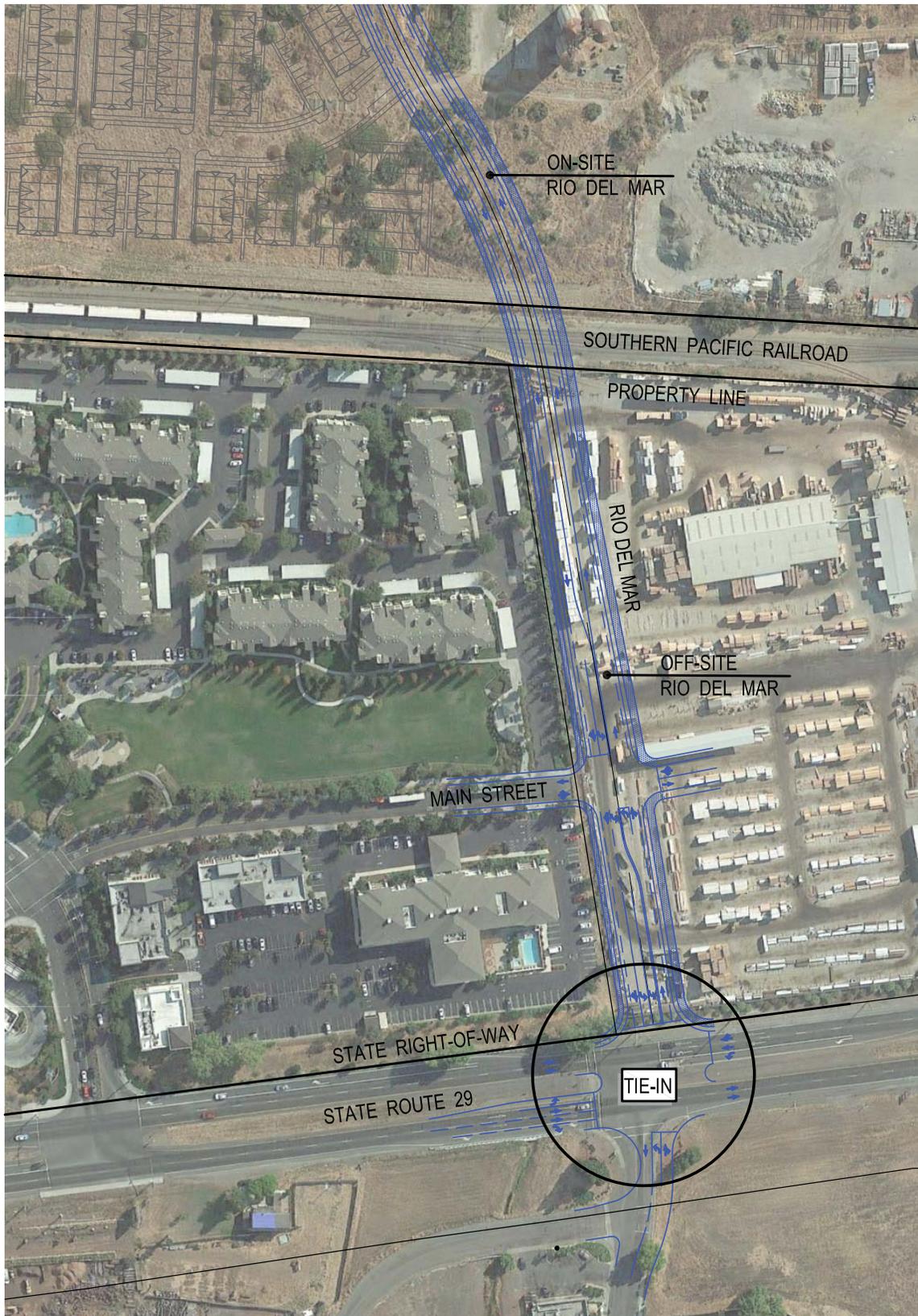


Figure 7.3.2e: Modified Collector (Rio Del Mar extension - from SR 29 to western property boundary)

### 7.3.3 MINOR COLLECTOR

This two lane Minor Collector is proposed as a north south connection through the project linking Rio Del Mar to Newell Drive.

The street section consists of a 50-foot wide road section within a 74-foot wide right-of-way. The paved section will accommodate two 12-foot wide travel lanes, 5-foot wide on-street bike lanes, and 8-foot wide parking bays on either side. The roadway has a vertical curb and gutter and curb returns have a 20-foot radius.

Six foot wide sidewalks are provided on both sides of the minor collector and are separated from travel lanes by a 6-foot wide parkway strip. Where parkway strip might be utilized for stormwater treatment, an increase in width may be necessary. (See Figure 7.3.3)

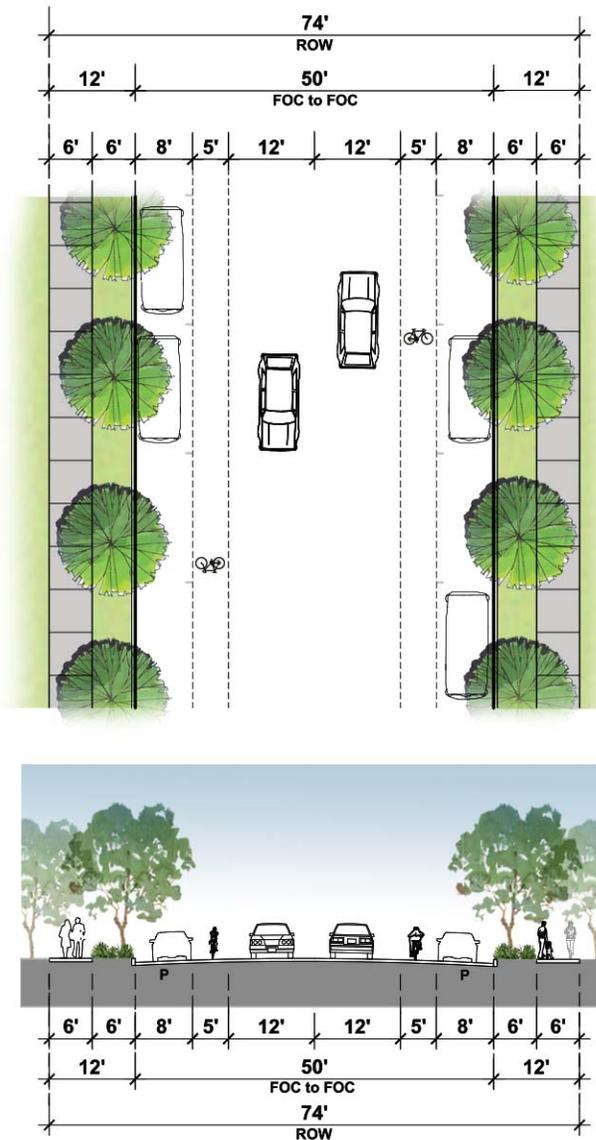


Figure 7.3.3: Minor Collector

### 7.3.4 LOCAL STREETS (RESIDENTIAL)

The primary purpose of the Local Street (Residential) is to provide access to the proposed elementary school. It consists of a 40-foot wide road section within a 64-foot wide right-of-way. The paved section can accommodate two travel lanes and on-street parking on both sides.

The roadway has a vertical curb and gutter, and curb returns have a 20-foot radius. 6-foot sidewalks provided on both sides and are separated from parking areas by a 6-foot wide parkway strip. (See Figure 7.3.4)

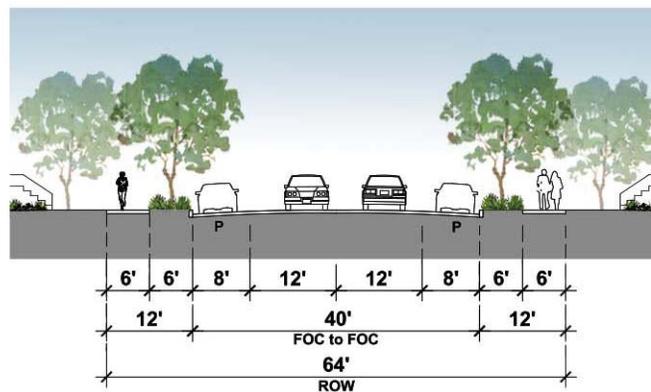
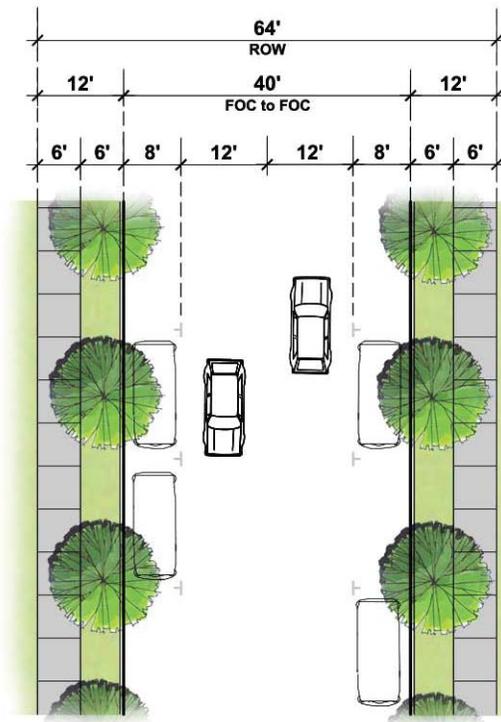


Figure 7.3.4: Local Streets (Residential)

### 7.3.5 MODIFIED LOCAL STREET (RESIDENTIAL) - A

The Modified Local Street (Residential) - A is a street that is unique to the WRSP Area and provides access within residential neighborhoods. This street has a 36-foot wide paved section within a 58-foot wide right-of-way. The paved section accommodates two travel lanes with on-street parking on both sides.

The roadway has a vertical curb and gutter, and curb returns have a 20-foot radius. 5-foot wide sidewalks are provided on both sides and are separated from the parking areas by a 6-foot wide parkway strip. (See Figure 7.3.5)

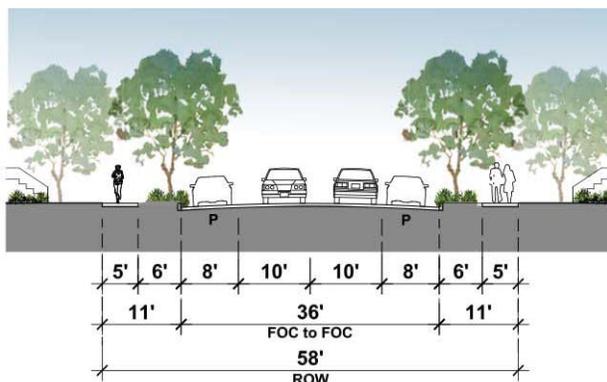
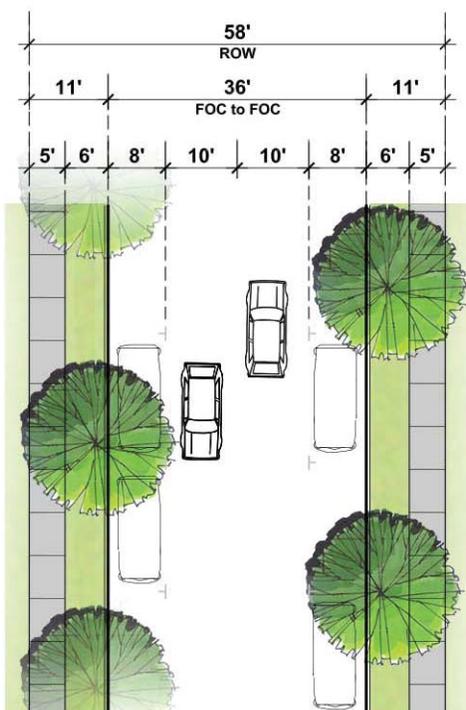


Figure 7.3.5: Modified Local Street (Residential) - A

### 7.3.6 MODIFIED LOCAL STREET (RESIDENTIAL) – B

The Modified Local Street (Residential) - B is a street that is unique to the WRSP Area and provides connection from development parcels along the Southern boundary to Vintage Ranch and from Vintage Ranch to the Rio Del Mar extension. The street has a 32-foot wide paved section within a 58-foot wide right-of-way. The paved section accommodates two travel lanes with on-street parking on one side.

A 10-foot wide sidewalk is provided on one side separated from the travel lane by a 6-foot wide parkway strip. A 10-foot wide landscape parkway is provided opposite the side containing the 10-foot sidewalk. (See Figure 7.3.6)

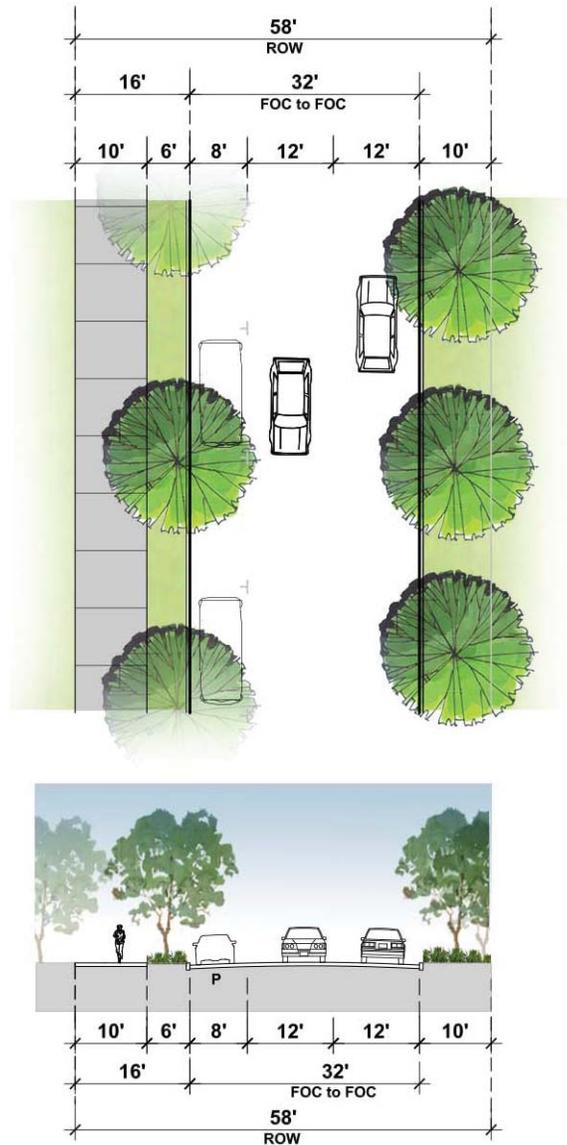


Figure 7.3.6: Modified Local Street (Residential) - B

### 7.3.7 CUL-DE-SAC

The cul-de-sac is utilized at the end of a residential street primarily to serve as a turn around.

The bulb of the cul-de-sac is located in a right-of-way which is 114-feet wide in diameter. The paved driving surface is 90-feet wide in diameter. The curb radius to the connecting neighborhood street is 17-feet. No parking is permitted within the cul-de-sac. A 6-foot wide sidewalk that is separated by a 6-foot wide planting strip is provided. (See Figure 7.3.7)

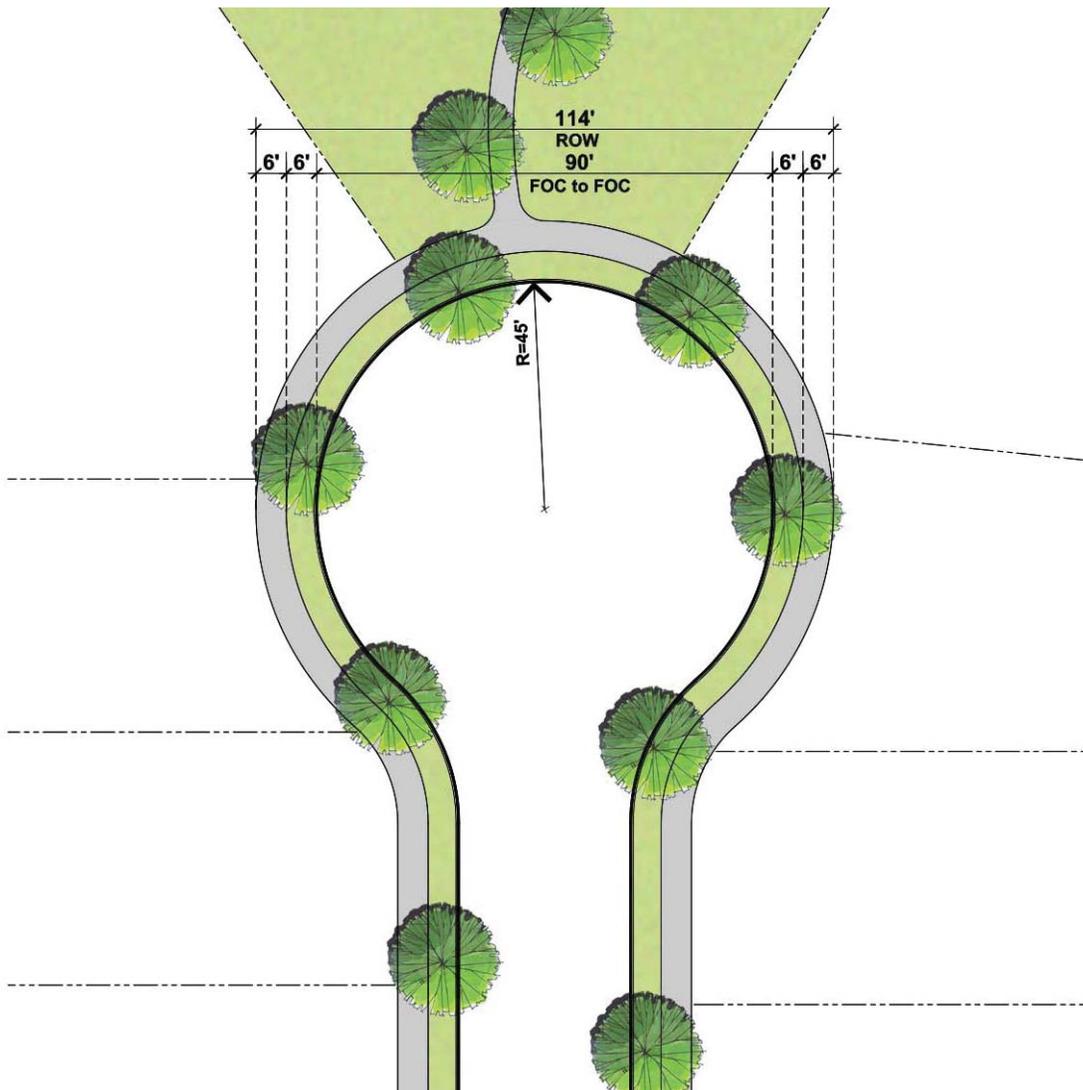


Figure 7.3.7: Cul de sac

### 7.3.8 RESIDENTIAL ALLEY

Alleys are generally located behind residential lots, providing service access and resident vehicular access to garages. Alleys have a minimum travel way of 20 feet within a 20-foot wide access easement or right-of-way. Garage doors must be setback a minimum of 14 feet from the centerline of the paved surface. No resident or guest parking is allowed within the alley except in designated parking spaces or full length driveway aprons. Alleys are encouraged to be used extensively to minimize the garage dominant streetscape and encourage pedestrian/bicycle activity.

Points of access and certain segments may vary from this minimum standard to accommodate public safety vehicles and garbage trucks. (See Figure 7.3.8)

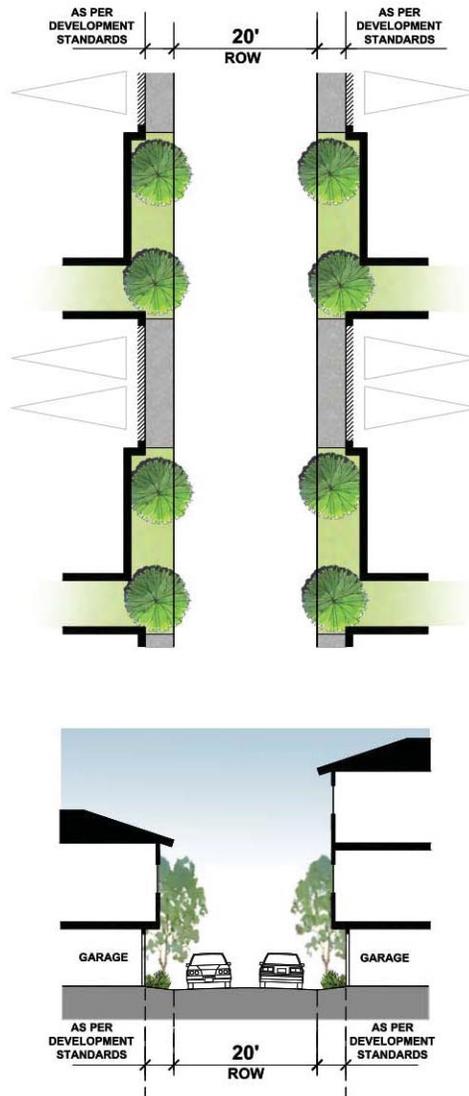


Figure 7.3.8: Residential Alley

## 7.4 Traffic Calming

The Institute of Transportation Engineers defines traffic calming as “Traffic calming involves changes in street alignment, installation of barriers, and other physical measures to reduce traffic speeds and/or cut-through volumes, in the interest of street safety, livability, and other public purposes.” To promote walkability and to provide a safe pedestrian travel route within the community, various traffic calming measures could be adopted. The WRSP implements bulb-outs at intersections and narrowing at important pedestrian/vehicular intersection points, such as mid-block crossings for trail crossings, as shown in Figure 7.4.

In addition the following traffic calming measures may also be considered and their review and approval will be considered at tentative map review .

1. Vertical Deflection (Speed Humps; Speed Tables; Raised Intersections) Small changes in elevation can be used to slow vehicles. A speed hump is typically 12-14 feet in length and a height less than 4 inches, while a speed table is at least 22 feet in length rising up to 6 inches, with a flat central area at least 10 feet in length. Speed humps work well in residential neighborhoods and near schools, and are often used in series. They are not, however, used near intersections; rather, the entire intersection may be raised with bollards to delineate sidewalks and pedestrian zones, making the entire intersection pedestrian-friendly. Special modifications must be made for drainage in the case of vertical deflections. Vertical deflections are not preferred on streets with significant (>8%) grade.
2. Horizontal Shifts (Traffic Circles; Chicanes) Traffic circles are raised islands installed at intersections of local or collector streets with one lane each direction entering the intersection; however, they create problematic turning conditions for large vehicles such as buses or trucks. Chicanes are a series of at least three alternating curb extensions used at midblock locations only. Careful design must ensure that speeding cannot occur by drivers cutting straight paths across the center line. Chicanes can be created using on-street parking, but are often difficult to design due to driveway access. Horizontal shifts are also preferred by emergency response teams over vertical deflections, and can provide opportunities for landscaping.
3. Other (Change in Material / Texture; Pedestrian Operated Blinking Lights) Stamped asphalt, brick pavers, and rumble strips can be used to capture the attention of motorists. They are successfully used in conjunction with crosswalks or raised intersections/

speed tables, and provide additional emphasis to mixed-use or commercial areas where there is also an increase in pedestrian activity. For especially dangerous geometries or high-volume / high-speed roads, pedestrian-actuated signals with flashers can be used at intersections or at mid-block locations.

## 7.5 Pedestrian and Bike Circulation

The pedestrian and bikeway network is an important component in ensuring connectivity and promoting non-vehicular travel within the WRSP Area. The network has been designed as a truly integral part of the community, providing easy and efficient access to the NVR&G, the elementary school, and parks. This network of bicycle, multi-purpose trail, sidewalk and paseo connections within the community link neighborhoods together and connect to the surrounding areas. The WRSP Area is locally and regionally connected to the rest of the City of American Canyon by the crossing of two regional trails. Pedestrian connection opportunities are provided to adjacent uses and allow for easy access into the regional trail and bicycle network that is currently present or planned in the City. Figure 7.5 illustrates the proposed bike and pedestrian circulation system.

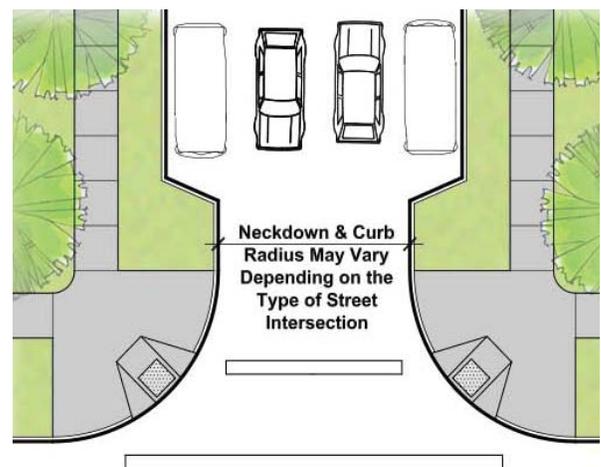


Figure 7.4 : Intersection Neckdown/Bulbout

## 7.5.1 SIDEWALKS

Sidewalks form the day to day linkages throughout the community for the majority of pedestrians. All streets within WRSP Area will have sidewalks on at least on one side of the street. The character of the sidewalks should reflect the adjacent land use. For example, sidewalks within residential neighborhoods will be a minimum of 5 feet wide and separated from the street by a landscaped parkway strip. In locations where a more urban character is desired such as in front of row town homes, or adjacent to retail or commercial uses, sidewalks may widen and become curb-adjacent with street trees located in tree grates. This flexibility will create projects where the pedestrian experience responds to its context.

## 7.5.2 PEDESTRIAN PATHS AND BIKEWAYS

Pedestrian and bicycle circulation forms the backbone of the WRSP. This network creates linkages to all portions of the WRSP Area as well as connection opportunities to the regional trail system. This network contains the following components:

**Community Trail System** – The Community Trails network system provides safe and convenient access to parks, natural open spaces, neighborhoods, schools, the NVR&G, and regional trails. The Community Trails system is comprised of a series of loops that provide different experiences within the WRSP Area. Loops provide route choices to destinations, offer differing experiences along their alignments and allow users to fit a route to the time they have available and their recreational needs. The primary Community Trail systems within the WRSP Area are:

**Napa Valley Vine Trail** - The Napa Valley Vine Trail is a proposed major regional multi-use trail from Calistoga to Vallejo. A portion of this proposed trail route passes through the WRSP Area thus providing a valuable regional non-motorized connection. The proposed route runs north-south along the entire length of the property. Portions of the Vine Trail utilize the existing gas easement line that traverses the WRSP Area. The proposed school and mixed-use area are both connected by the Napa Valley Vine Trail. Other local community trails will connect to the Napa Valley Vine Trail thus providing opportunities for various loops within and outside the WRSP Area. Figure 7.6 shows the Napa Valley Vine Trail section.

**River to Ridge Trail** – The River to Ridge Trail is the proposed trail connecting the western part of the City to the open space areas to the east of Newell Drive. The multiuse trail will connect to the WRSP Area at its western boundary on Rio Del Mar and traverse east west through the entire width of the site. The trail will provide connections to the NVR&G, Park A, the Napa Valley Vine Trail, and local multi-use trails. Figure 7.7 shows the River to Ridge Trail section.

**Multi-Use Trails** – In addition to the regional trail systems the WRSP Area also has a network of multi-use trails that connect various open space and community gathering spaces. The multi-use trails run along the western edge of the WRSP Area linking dual use basins, wetlands, parks, proposed school, and other destinations within the WRSP Area. Refer to Figure 7.8 and Figure 7.9 for multi-use trail sections.

**Class II Bike Lanes** – Major streets within the WRSP Area have Class II bikes lanes. Class II bike lanes are designated 5-foot wide bike lanes demarcated with a solid white stripe and allow for a safe and unrestricted passage for bicyclists.

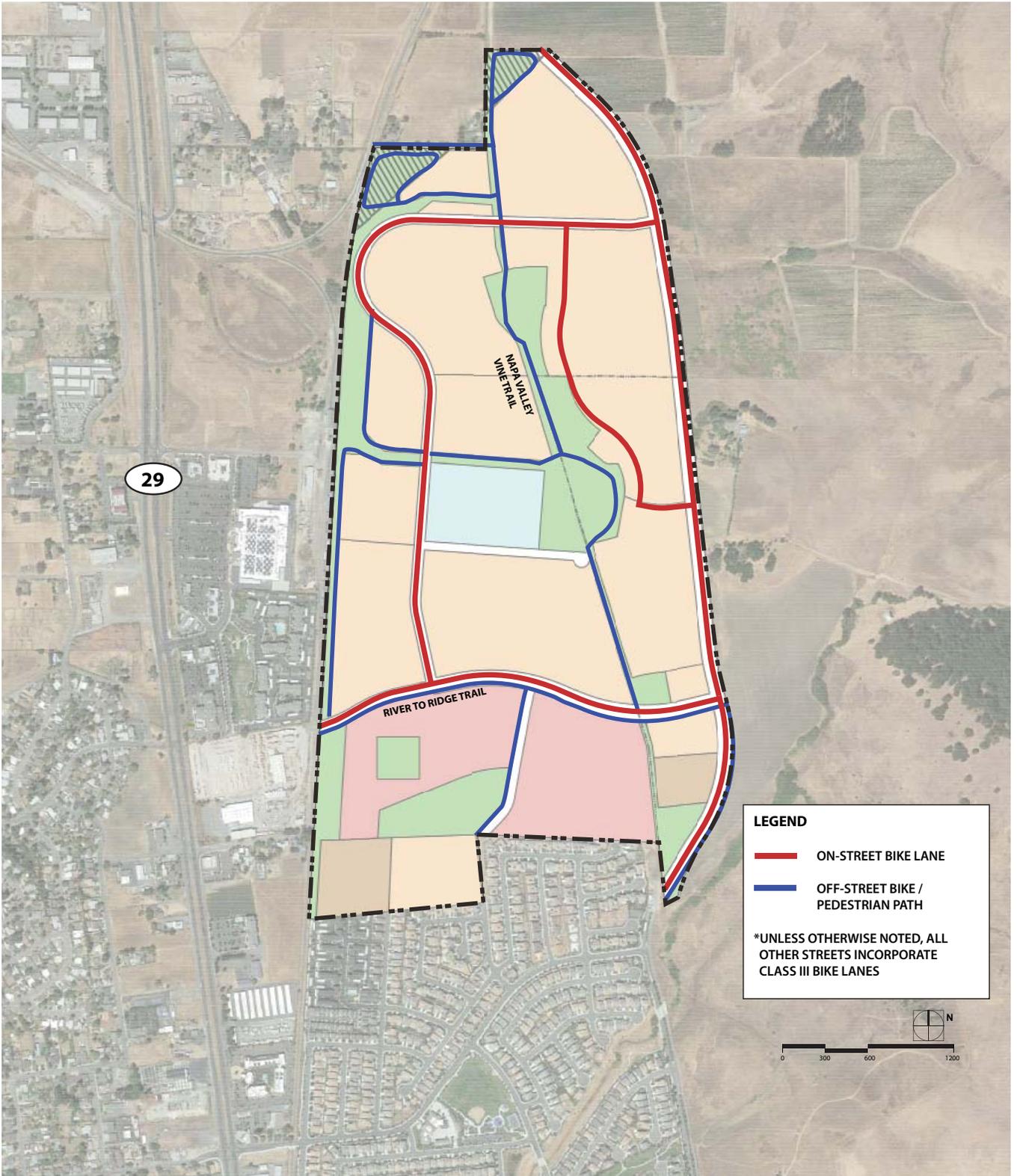


Figure 7.5 : Pedestrian and Bike Circulation Exhibit

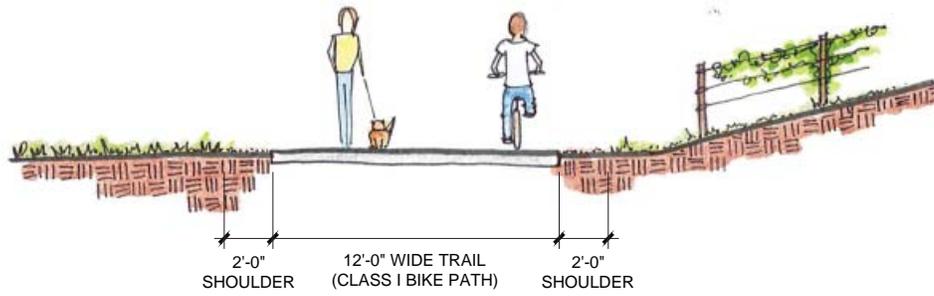


Figure 7.6 : Napa Valley Vine Trail Section

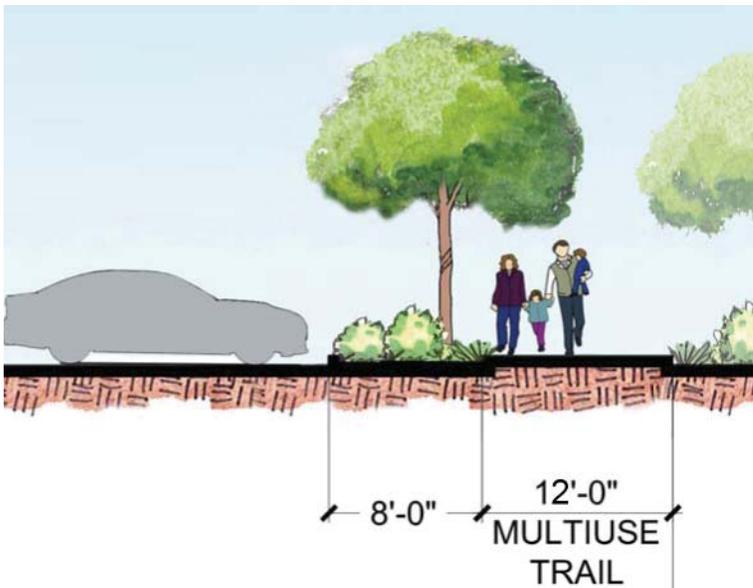


Figure 7.7: River to Ridge Trail Section

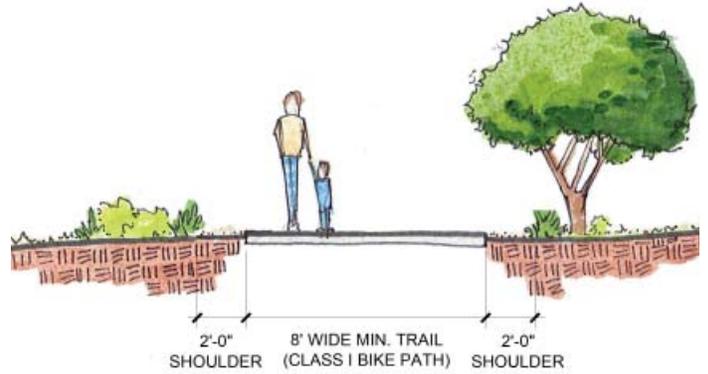


Figure 7.8 : Multi-Use Trail Section

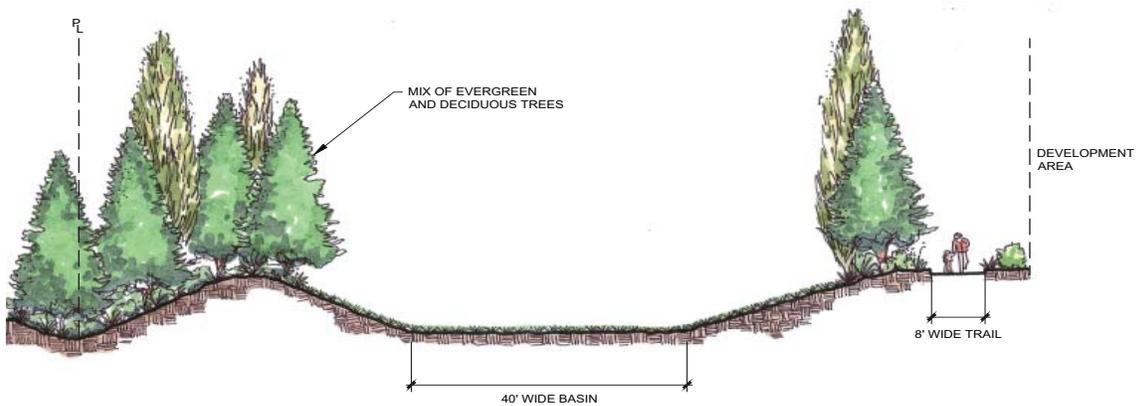


Figure 7.9: Multi-Use Trail Section along Detention Basins

## 7.6 Public Transit

American Canyon Transit (ACT) provides a deviated fixed route bus service aimed at getting local residents to shopping and healthcare facilities within American Canyon. ACT also connects to the Napa VINE Routes 11 and 29 allowing American Canyon residents and visitors to travel to Napa, Vallejo, the Vallejo Ferry and even BART in the East Bay. The VINE system serves all the cities in the Napa Valley and connects with Soltrans, Sonoma County Transit, Petaluma Transit, Lake County Transit, BART, the Vallejo Ferry, Amtrak, and Greyhound.

While the WRSP Area is not currently served by ACT, there is the potential for the extension of routes to include key destinations within the WRSP Area. A potential transit stop within the WRSP Area would likely be located in proximity to the NVR&G. To preserve this potential opportunity, the major roads within the WRSP Area are based on the City of American Canyon's Street standards and have sufficient lane widths and right-of-way to accommodate transit service and transit stops. Potential future routes could include extending existing bus routes or new routes through the WRSP Area on Rio Del Mar and/or along Newell Drive. Figure 7.10 shows possible future bus routes and potential transit stop locations.

As noted in Section 1.3.4 of the WRSP, the WRSP Area is proximal to the draft Broadway District Specific Plan (BDSP). The BDSP is Priority Development Area (PDA) as designated by the Association of Bay Area Governments (ABAG) and Bay Area communities as areas for new growth. PDA's are considered foundational for sustainable regional growth and Plan Bay Area. PDA's emphasize housing near transit. WRSP represents an extension of that growth being located less than a quarter mile from the SR 29 corridor. Although separated from the PDA by the Railroad line and commercial properties fronting SR 29, the WRSP provides a key point of access to the BDSP and SR 29 through the extension of Rio Del Mar. This dramatically enhances connectivity to the primary transit corridor in American Canyon. Further, the potential transit stop shown at Rio Del Mar and the NVR&G frontage is a quarter mile from approximately 46% of the units (+/- 500) within the WRSP as well as the elementary school, NVR&G commercial uses and the Hotel site.

## 7.7 Off-Site Improvements

Off-site improvements include two major roadway connections from WRSP to existing American Canyon Roadways and several local street connections to enhance local connectivity. A connection from WRSP at the existing Highway 29/Rio Del Mar intersection will include surface improvements, roadway widening, and an at grade or grade separated railroad underpass to access the WRSP site.

The associated off-site improvements for the connection of Rio Del Mar to SR 29/Broadway will include improvements to the extension of Rio Del Mar from the western project boundary up to SR 29 and the intersection of Rio Del Mar and SR 29 referred to as the "Tie-in" (see Figure 7.3.2e). Improvements at the Tie - in are intended to comply with California Department of Transportation (Cal Trans) Encroachment Permit requirements which may include the construction or financial contribution toward construction of the bicycle and pedestrian improvements at this intersection, identified in the Cal Trans District 4 Bike Plan (2018) as NAP-29-X12 (see Policy. All improvements within SR 29 State right of way (ROW) requires an encroachment permit that is issued by Cal Trans.

Newell Drive will be connected to the south where it currently terminates just north of Donaldson Way. The off-site improvements are shown on Figure 7.11.

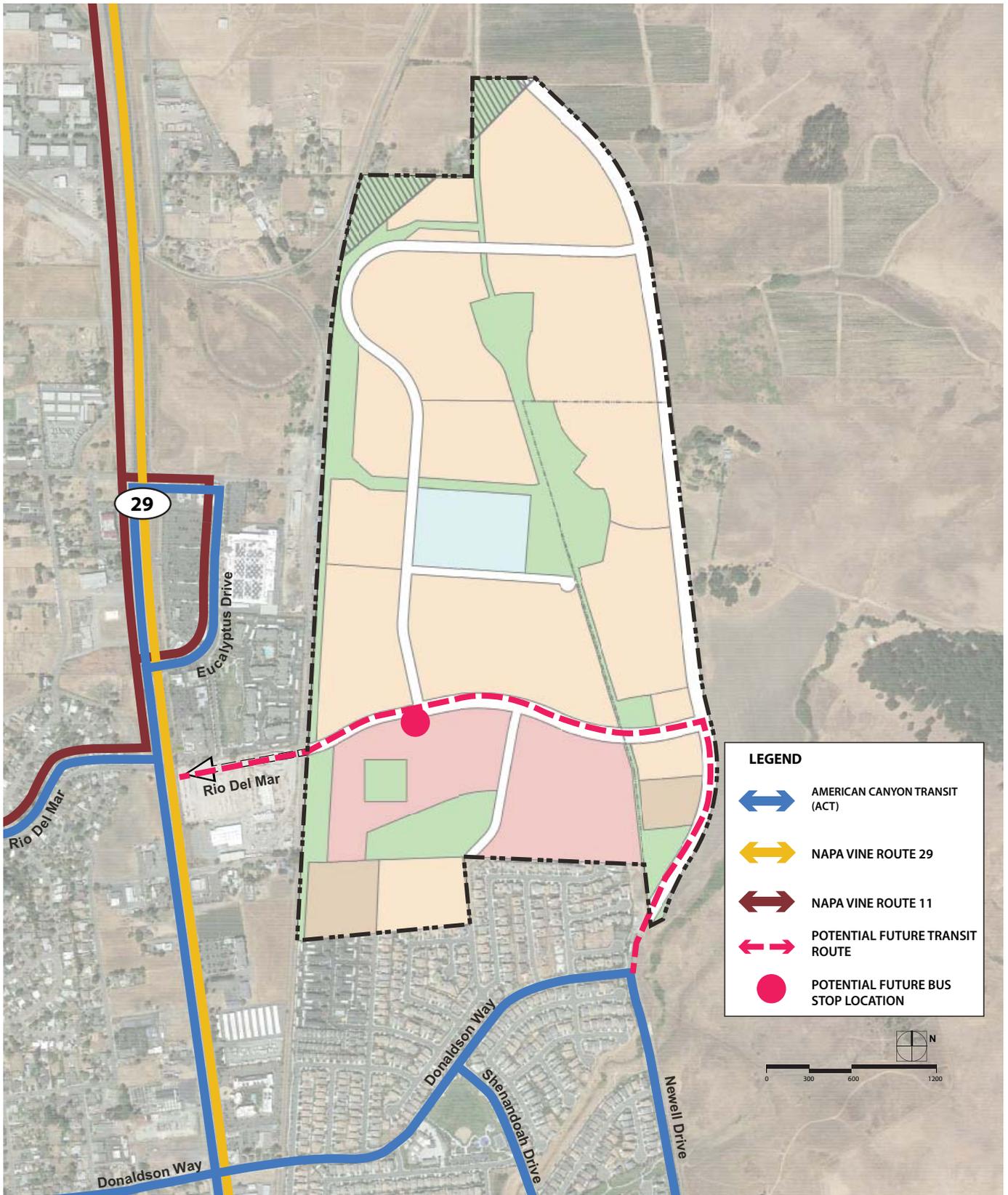


Figure 7.10: Local and Regional Transit Exhibit

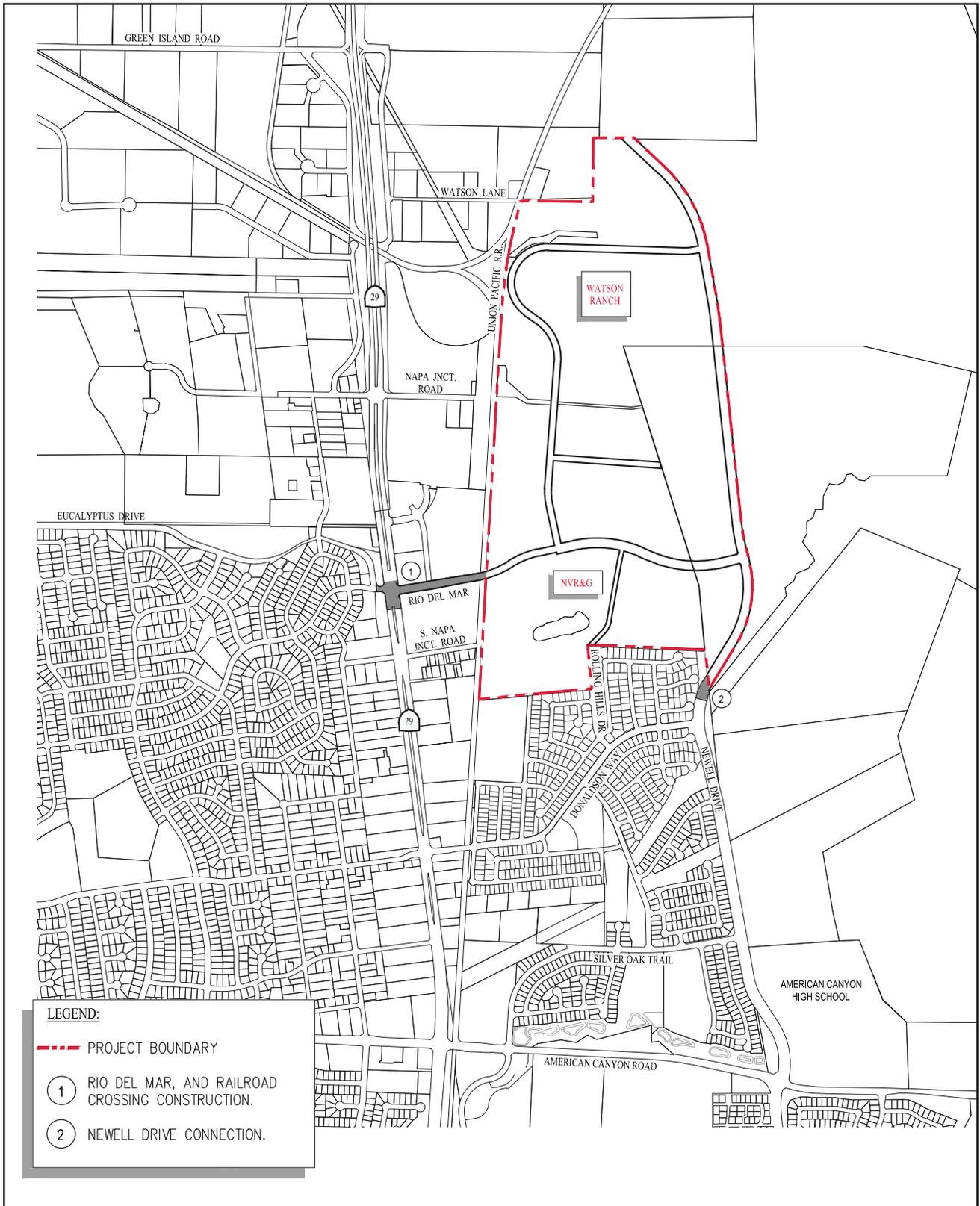


Figure 7.11 : Summary of Off-Site Road Improvements

This page intentionally left blank.

# CHAPTER 8 INFRASTRUCTURE AND PUBLIC SERVICES

## 8.1 Introduction

This chapter addresses the proposed infrastructure system and public services for the Watson Ranch Specific Plan (WRSP) Area. Infrastructure includes the water, wastewater and storm water runoff systems. The Public Services refer to public facilities and services and utilities necessary to serve the area. These include some City wide system improvements that will benefit more than the properties within the WRSP Area. The majority of infrastructure improvements will be privately funded. When warranted, reimbursement or assistance in financing may be provided when improvements exceed the project requirements and pro-rata share of responsibility for system improvements (see Implementation Chapter).

## 8.2 Goals, Objectives, and Policies

**Goal 8A - To provide the infrastructure and public services required to support the WRSP Area without negatively affecting existing neighborhoods and residents of the City of American Canyon.**

Objective 8.1 – Provide educational institutions adequate in size to support the future population of the WRSP Area.

Policy 8.1.1 - A 10 acre parcel shall be allocated for the creation of an elementary school within the WRSP Area.

Objective 8.2- Fully comply with the City of American Canyon “Zero Water Footprint Policy” in the development of the water supply and system for the WRSP.

Policy 8.2.1 - New potable water sources shall be identified, or existing water supply lines or uses shall be retrofitted to reduce water consumption so that the proposed development shall comply with the Zero Water Footprint Policy.

Policy 8.2.2 - New development shall comply with the City of American Canyon’s Model Water Efficient Landscape Ordinance and with the new water rules established on May 2015.

Objective 8.3 - Address on site storm water drainage and retention through Low Impact Development (L.I.D.) standards and compliance with BASMAA and City of American Canyon requirements.

Policy 8.3.1 - On-site detention basins shall be efficiently sized to accommodate storm water flows from the project without adversely affecting downstream capacities.

Objective 8.4 - Provide improvements necessary to ensure sufficient downstream capacity in wastewater system.

Policy 8.4.1 - The proposed wastewater system shall be designed and sized accordingly to meet the project needs without adversely affecting downstream capacities.

Objective 8.5 - Provide solid waste recycling opportunities to reduce dependence on landfilling of solid waste.

Policy 8.5.1 - The existing solid waste collection and recycling service that exists within the City of American Canyon shall be extended to serve the project area.

Objective 8.6 - Provide state of the art telecommunication and technology infrastructure (e.g. fiber – optic cable) throughout the WRSP area.

Policy 8.6.1 - City and developer shall work with telecommunications and cable television providers to provide the most advanced, market ready infrastructure for telecommunications and television. Necessary infrastructure shall be installed in the WRSP to facilitate upgrades in service as the technology becomes available.

## 8.3 Infrastructure

This section identifies the infrastructure required to serve the WRSP Area and addresses the overall infrastructure improvements for the WRSP. Each component will be designed and constructed to accommodate build out in a phased approach.

### 8.3.1 POTABLE WATER

The WRSP Area will require approximately 460 acre feet per year of potable water. The total potable water demand will be reduced significantly by the use of recycled water for all commercial, and public landscaping; resulting in a reduction of approximately 250 acre feet per year of potable water. The WRSP Area is subject to the City's Zero Water Footprint policy. Studies are underway to address the policy by a combination of (1) bringing additional sources of water to the City, and/or (2) facilitating potable water savings elsewhere in the City through water conservation improvements, and/or (3) an even more comprehensive use of recycled water.

The City of American Canyon obtains nearly all of its municipal water supply from the North Bay Aqueduct. This facility is managed by the Napa County Flood Control and Water Conservation District. The Sacramento River Watershed is the aqueduct's supply source. The aqueduct supply is supplemented with connections to the City of Vallejo and the City of Napa.

The WRSP Area is located within two potable water pressure zones: zone 1 and zone 3.

- Zone 1 provides service to areas within the City ranging in approximate elevation from 50 to 100 feet. This zone is supplied by a 2.5 million gallon tank at the water treatment plant, which is also connected to the 2.0 million gallon Oat Hill Tank #1.
- Zone 3 provides service to areas within the City ranging in approximate elevation from 100 to 160 feet. The existing Zone 3 tank is the 0.2 million gallon Oat Hill Tank #2.

Figure 8.1 Water Service Zones includes the preliminary zones for the proposed development. The service limits will be based upon final site grading and elevations.

The following facilities are adjacent to the WRSP Area:

- 6-inch water line (Zone 1) located in South Napa Junction Road.

- 18-inch water line (Zone 1) located on the west side of State Route 29.
- 18-inch water line (Zone 1) located in Newell Drive.
- 8-inch water line (Zone 1) located in Rolling Hills Drive.
- 8-inch water line (Zone 1) located in Summerwood Drive.
- 18-inch water line (Zone 3) located in Newell Drive north of the tank access road.

To provide for adequate potable water to the WRSP Area there will be off-site and on-site improvements to provide the required infrastructure.

### OFF-SITE WATER IMPROVEMENTS

Off-site improvements may include the construction of two water tanks (Zone 1 and Zone 3) to provide adequate supply. These tanks have approved plans from the City. The Zone 1 tank (approximately 2.5 million gallons) has been designed to be constructed adjacent to the existing recycled water tank, north of the high school and southeast of the WRSP Area. The Zone 3 tank (2.0 million gallons) will be constructed at a higher elevation to achieve required water pressure located southeast of the existing recycled water tank and Zone 1 tank sites. Zone 1 and Zone 3 water lines were installed from Newell Drive to the Recycled and the Zone 1 potable water tank sites. An interconnecting water line will be installed between the new Zone 1 and Zone 3 water tanks and an access road of approximately 15 feet in width will be constructed to provide access to the new Zone 3 tank.

Additional off-site improvements include installing a Zone 3 water main that connects the WRSP Area to the existing 18" Zone 3 water main in Newell Drive located north of the tank access road. This zone 3 water main will serve the upper elevations of the WRSP Area and additional properties within the City of American Canyon.

See Figure 8.7 Water Infrastructure – Off-Site Improvements for existing and proposed off-site water improvements.

### ON-SITE WATER IMPROVEMENTS

Proposed on-site backbone improvements will include water lines ranging in size from 6-inch to 12-inch in diameter. The on-site improvements will connect to the following infrastructure lines:

- Existing 6-inch water line (Zone 1) within South Napa Junction Road (6" water line to be upsized to 12" from the Southern Pacific Railroad to State Route 29).
- Existing 8-inch water line (Zone 1) within Summerwood Drive.
- Existing 18-inch water line (Zone 3) within Newell Drive located north of the tank access road.

All of the facilities will be designed and constructed to meet the City of American Canyon Standards.

See Figure 8.2 Water Infrastructure – On-Site Improvements

### 8.3.2 SANITARY SEWER

A Sewer Flow Monitoring Capacity Study was prepared for the WRSP Area in August 2014 (V&A Report). Its findings presented two methods for estimating peak sewer flow demand. Using existing City criteria the peak flow demand is estimated to be 1.28 mgd (million gallons per day). Using criteria that recognizes the reduced sewer flow that would occur as a result of the planned use of recycled water, the sewer flow demand is estimated to be 0.86 mgd. Both sewer flow results can be accommodated in the existing sewer main in American Canyon Road, if the existing sewer main in State Route 29 is upsized. The replacement and upsizing of the old sewer main in State Route 29, could significantly reduce the existing Inflow/Infiltration burden on the existing sewer system, and would offset most of the WRSP Area's increased burden on the City's wastewater treatment plant.

The City of American Canyon provides collection and treatment of the wastewater throughout the City. Wastewater is collected and directed to the Wastewater Treatment Plant on the eastside of the City for treatment.

The following facilities are adjacent to the WRSP Area:

- 6-inch sanitary sewer line running behind the southern lots on South Napa Junction Road.
- 10-inch sanitary sewer line located in the west side of State Route 29.
- 6-inch sanitary sewer line in Napa Junction Road.
- 8-inch sanitary sewer line in Summerwood Drive.

The WRSP Area will connect to the existing 6" sanitary sewer in South Napa Junction Road, and the existing 10" sanitary sewer in State Route 29. A portion of the WRSP Area may also connect to the existing 8-inch sanitary

sewer in Summerwood Drive (subject to available capacity). Based on existing flow information, pipe upsizing and replacement is necessary in existing South Napa Junction road and State Route 29. This will include a new 15" sewer line in South Napa Junction Road and improvements of the existing 10" sewer line in Highway 29 to 15" from South Napa Junction to American Canyon Road. The segment of this line from Donaldson Way to American Canyon Road is a City C.I.P. project. A sanitary sewer lift station will be required on-site to help maintain a gravity sewer system throughout the WRSP Area.

Backbone on-site facilities will include gravity sewer lines ranging from 8-inches to 18 -inches in size. Sewer facilities will be designed and constructed in accordance with City of American Canyon Standards.

See Figure 8.3 - Sanitary Sewer Infrastructure Improvements for the backbone sanitary sewer improvements.

### 8.3.3 RECYCLED WATER

It is estimated that the WRSP Area's use of recycled water will be approximately 250 acre feet per year. The City currently has the capacity to produce 1,000 acre feet per year of recycled water and given the current usage, there is sufficient capacity in the existing City recycled water treatment plant.

The City of American Canyon provides recycled water service. At present, limited recycled water facilities are located throughout the City and not all portions of the City contain recycled water infrastructure. There is currently, an existing 12-inch recycled water line within Newell Drive just south of the WRSP Area that was installed with the Vintage Ranch development. This 12-inch mainline is served by a one million gallon recycled water tank located southeast of the site. The following facilities are adjacent to the WRSP Area:

- 12-inch recycled water line in Newell Drive
- Recycled Water line in State Route 29, at the intersection of South Napa Junction Road
- 6-inch recycled water line in Watson Lane

As part of the on-site improvements, a 12-inch backbone recycled water system will be extended into the WRSP Area. Alley landscaping, median landscaping, frontage landscaping, City-owned landscape areas, and commercial landscape areas will utilize recycled water.

See Figure 8.4, Recycled Water Infrastructure Improvements, for the existing and proposed recycled water improvements.

### 8.3.4 STORMWATER DRAINAGE

The City of American Canyon is responsible for stormwater drainage facilities. The drainage pattern within American Canyon is generally in a western direction originating in the hills of the Sulfur Spring Mountains. The WRSP Area is located within two of the five primary watershed areas within the city: North Slough (northern portion of the site) and Rio Del Mar (southern portion of the site). Currently, the Union Pacific Railroad track embankment acts to detain the drainage coming off the eastern hills. The drainage is discharged under the railroad tracks through several culverts and box culverts.

Within the WRSP Area, the site is divided into drainage areas, each with a detention storage basin. On-Site storm drain facilities will collect site drainage and direct it to a specific detention basin. These detention areas will provide storage capacity to allow flows leaving the site to mimic the existing conditions. The detention areas will also incorporate storm water quality features to maximize their benefit. Storm water quality features will conform to the City of American Canyon, and Bay Area Storm Water Management Agencies (BASMAA) quality requirements.

The southern portion of the site is within the Rio Del Mar watershed. Downstream of the site, the existing City storm drain infrastructure has documented existing capacity constraints. To help provide relief to this watershed, the existing quarry lake will also be utilized as a detention component of the WRSP storm drain system. After drainage is collected in a combination detention/water quality basin near the Rio Del Mar extension, the drainage will be directed to both the existing culverts and the quarry lake. The quarry lake will act as a detention feature helping to minimize the ultimate drainage volumes in the downstream Rio Del Mar system.

The existing Quarry Lake will be used for detention purposes (in addition to the proposed detention basins). As a first means of detention, all stormwater will be directed to the proposed detention basins on-site. Surplus stormwater encountered in large storm events will be routed to the Quarry Lake as a secondary means of detention, in which case the water elevation could rise an additional 5' (maximum). By use of a pump system (subject to approval by the City of American Canyon), the water level in the lake would draw down to its natural elevation within 48 hours. Use of this natural area for detention will help reduce the overall detention footprint for the WRSP Area. See Figure 8.5 - Storm Water Drainage Infrastructure.

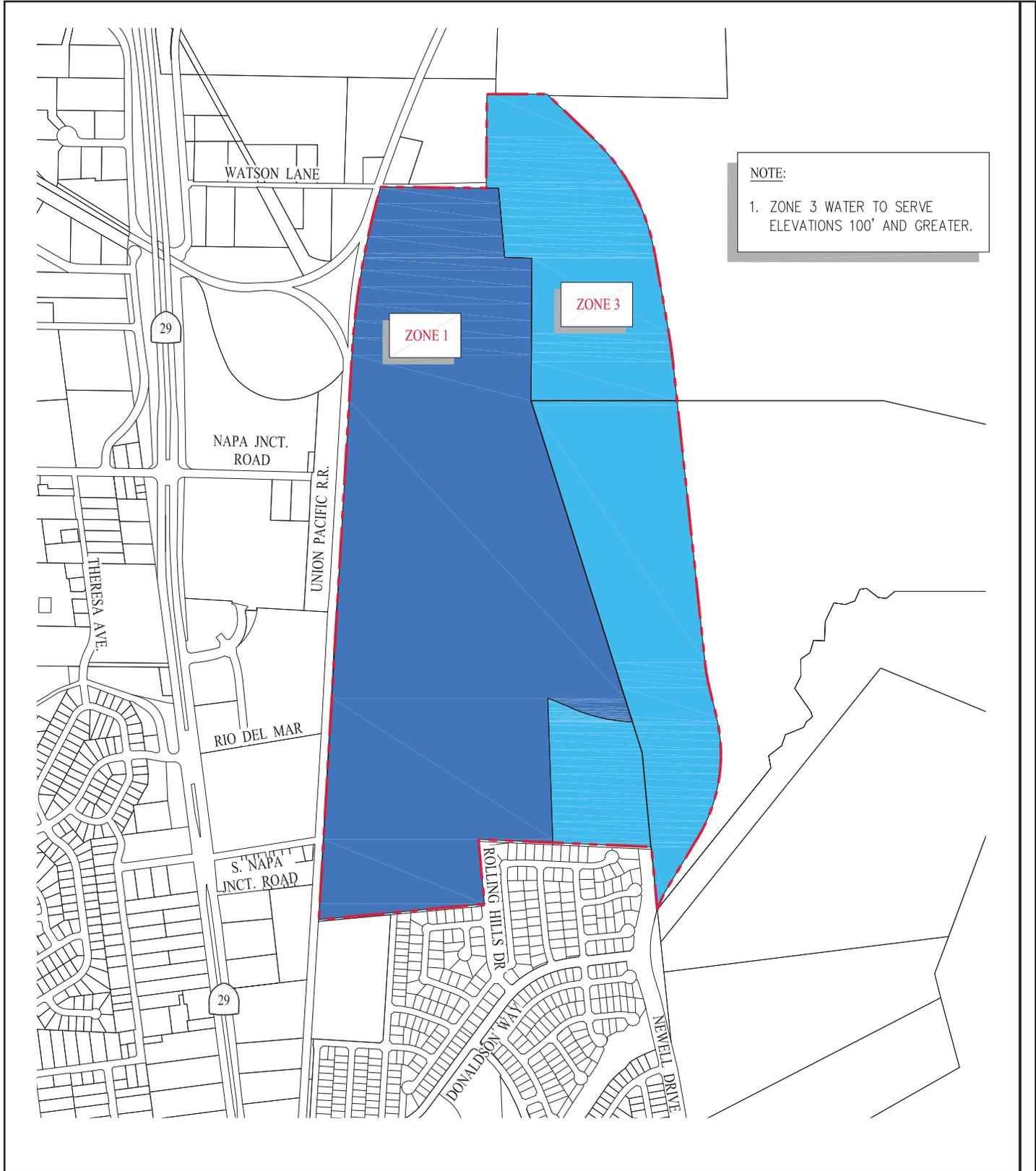


Figure 8.1 : Water Service Zones

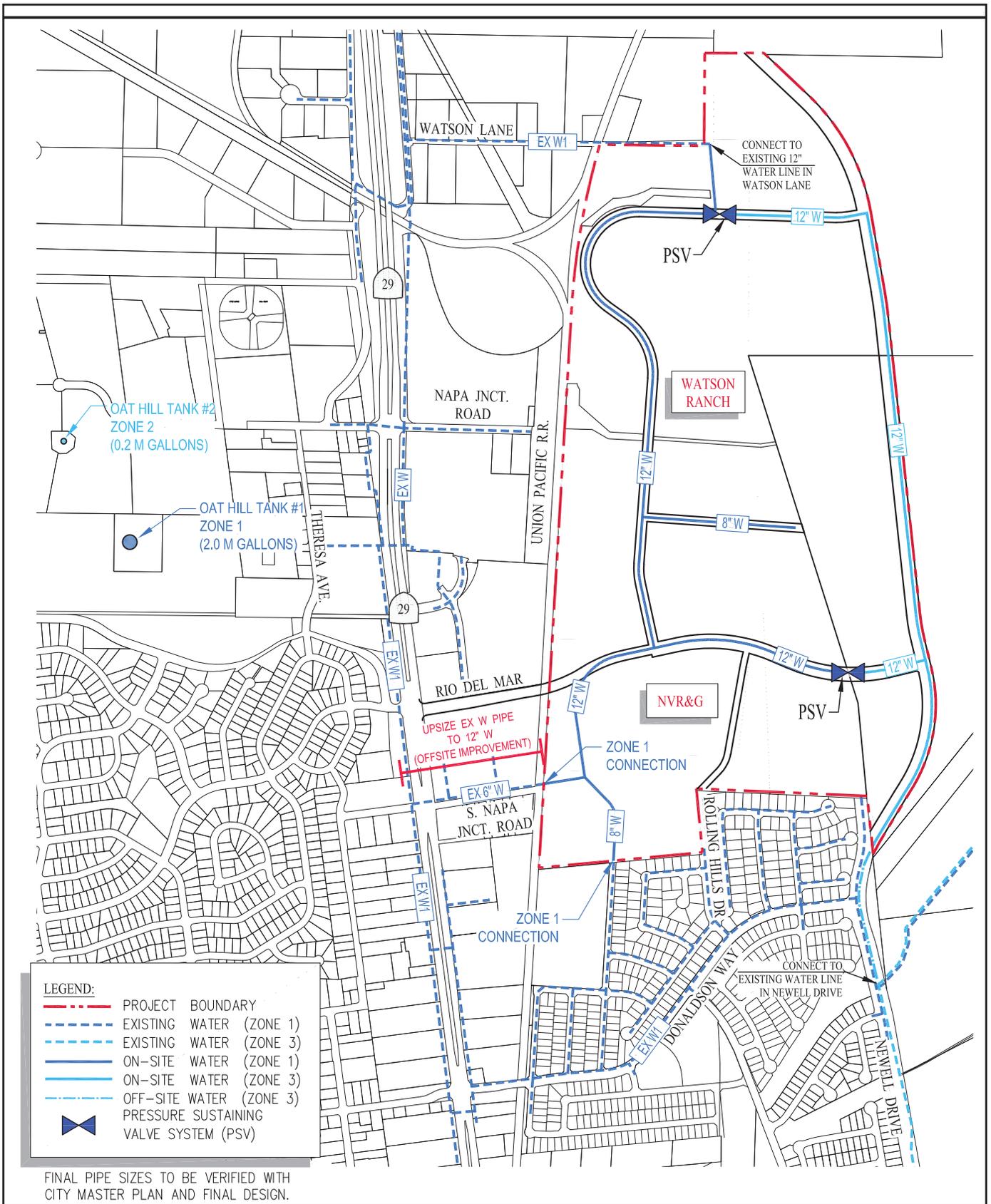


Figure 8.2 : Water Infrastructure - On-Site Improvements

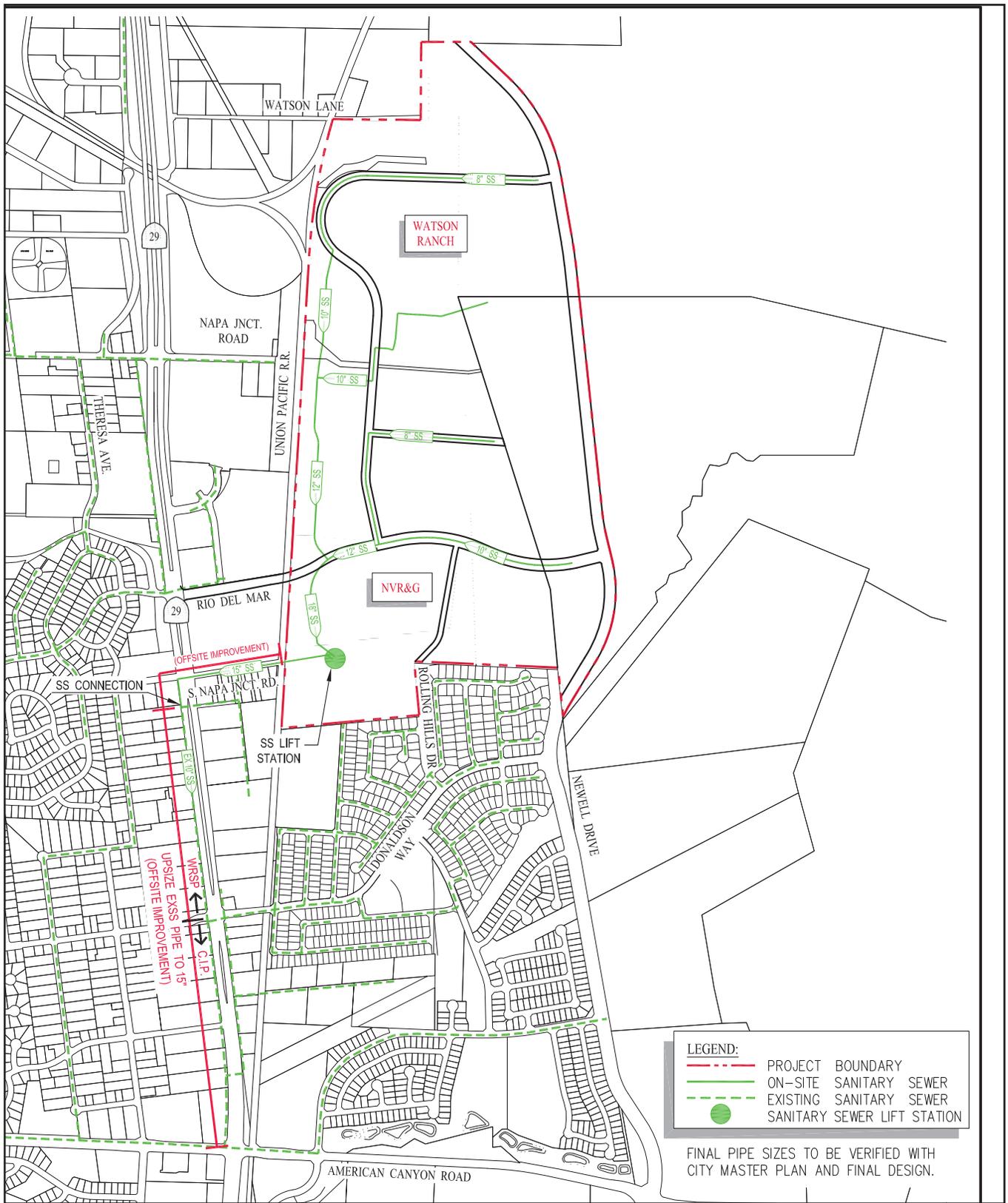


Figure 8.3 : Sanitary Sewer Infrastructure Improvements

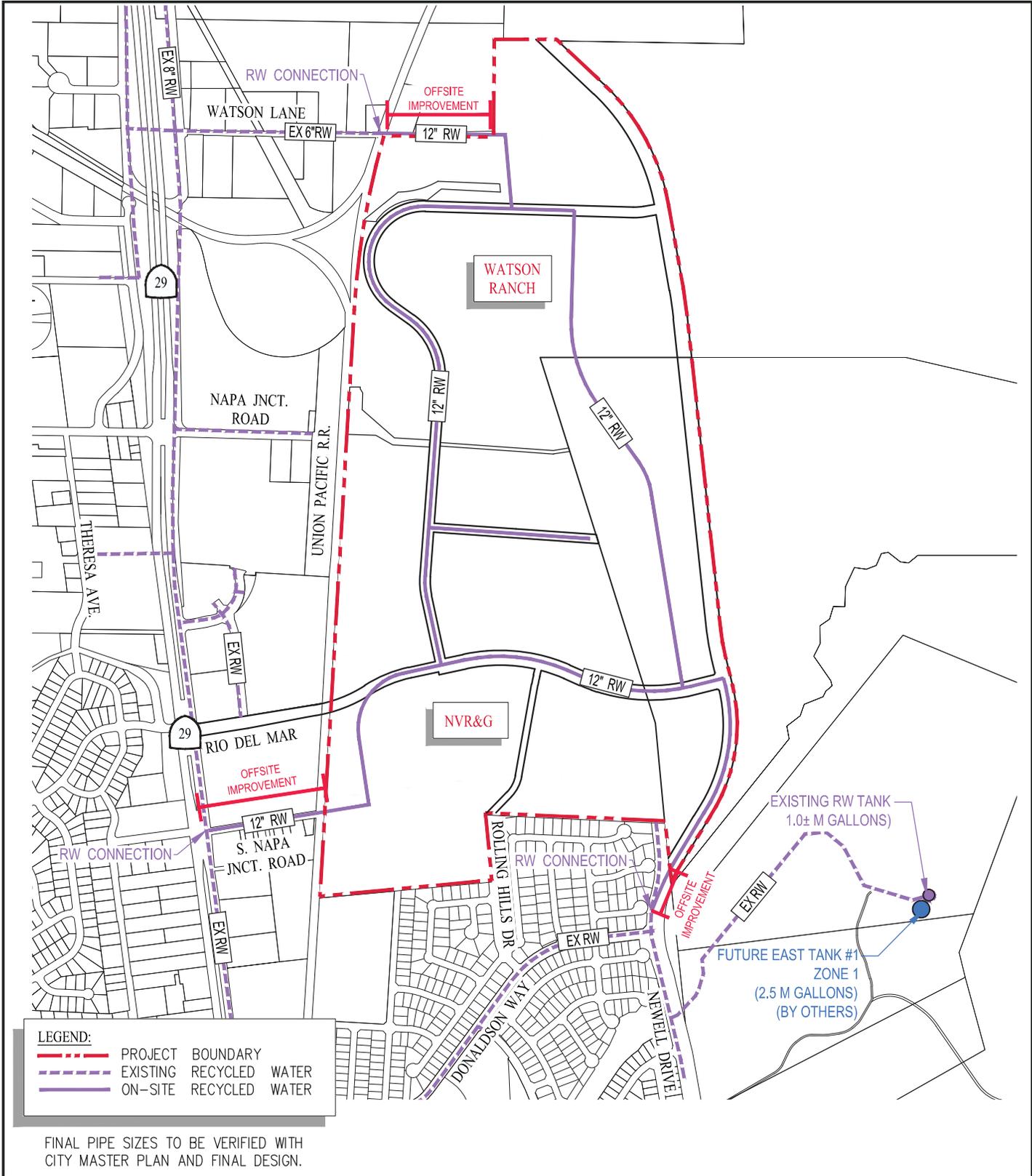


Figure 8.4 : Recycled Water Infrastructure Improvements

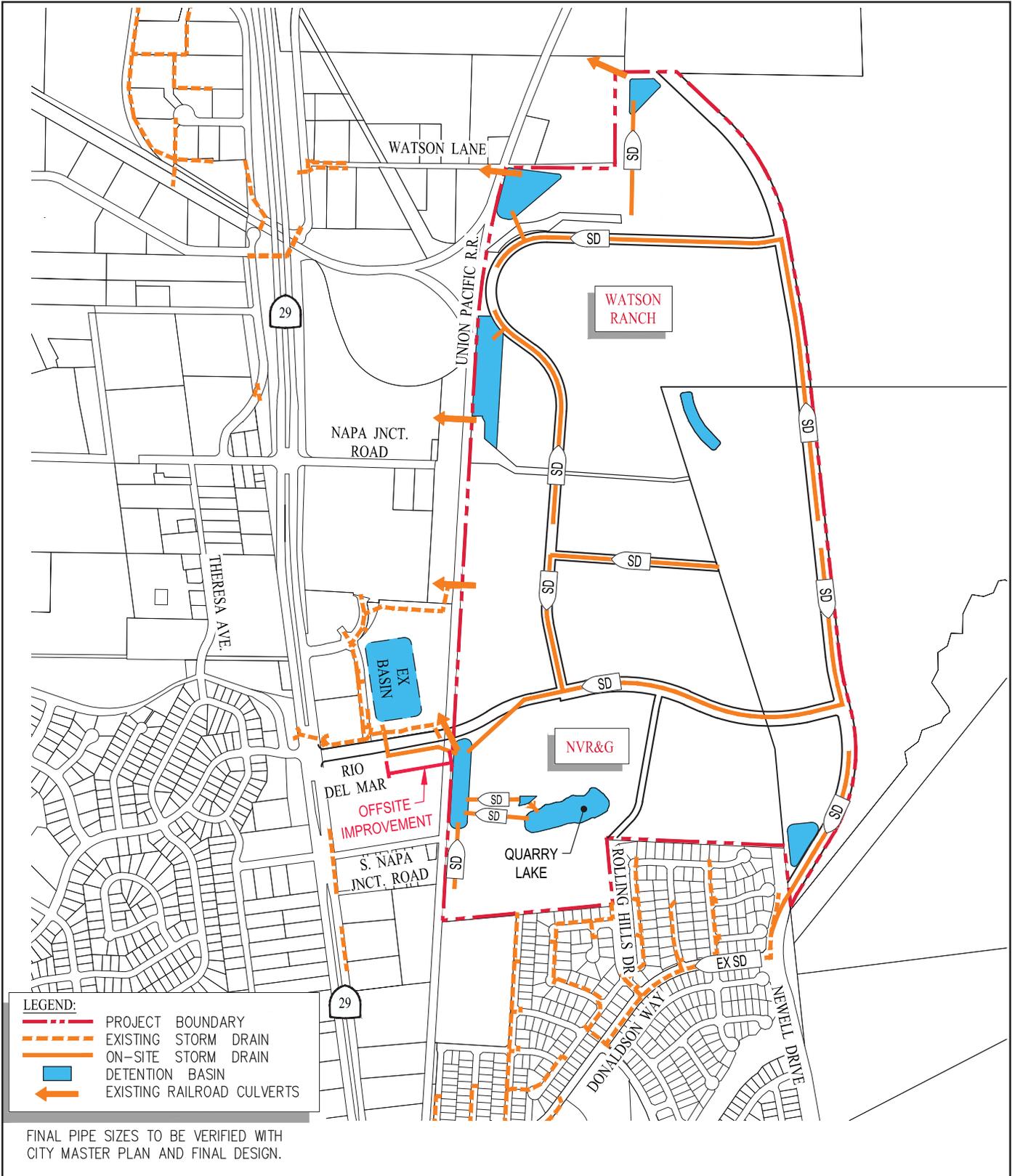


Figure 8.5 : Storm Water Drainage Infrastructure

## 8.4 Public Services

The following is an overview of the public services necessary to meet the needs of the WRSP Area residents in accordance with the policies of the City's General Plan.

### 8.4.1 FIRE AND EMERGENCY SERVICES

The American Canyon Fire Protection District will provide fire suppression, rescue, and emergency medical services to the WRSP Area. The closest fire and emergency services facility is Station 11, located at 911 Donaldson Way East within the Vintage Ranch neighborhood to the south.

### 8.4.2 POLICE PROTECTION

The American Canyon Police Department will serve the WRSP Area. The closest police station is located at 911 Donaldson Way East within the Vintage Ranch neighborhood to the south.

### 8.4.3 LIBRARY

The City of American Canyon operates the American Canyon branch of the Napa County Library located at 300 Crawford Way. No additional library facilities are planned within the WRSP Area.

### 8.4.4 ELECTRICITY AND GAS

The Pacific Gas and Electric Company currently provides electric and gas service within the City of American Canyon, and will do so for the WRSP Area.

There is an existing 12" high pressure PG&E gas main that traverses the site along the proposed location of the Napa Valley Vine Trail. Site grading and infrastructure will need to be designed and constructed in respect to the existing gas main. Infrastructure and facilities will be coordinated with PG&E.

Smaller gas pipe and services will be installed with the backbone and in-tract infrastructure to serve the WRSP Area.

### 8.4.5 TELECOMMUNICATIONS

The telecommunications provider will provide telecommunications services to the WRSP Area. They will determine the required facilities to adequately serve the site.

### 8.4.6 CABLE TELEVISION

The cable service provider will provide cable television and related services to the WRSP Area. The provider will determine the required facilities to adequately serve the site.

### 8.4.7 SOLID WASTE

Recology will provide solid waste and recycling collection services to the WRSP Area. Land use and development type will dictate trash service requirements. Solid waste and recycling services will be designed to meet the standards and requirements of Recology and the City of American Canyon.

### 8.4.8 SCHOOLS

The WRSP Area is located within the Napa Valley Unified School District boundary.

The number of potential elementary school students within the WRSP Area generates the need for approximately two-thirds of one elementary school. Based on the projected development and the anticipated student generation rates the WRSP Area will generate 381 elementary school students as well as 165 middle school students. The number of high school students is 188 students. The NVUSD has acknowledged that there is sufficient existing capacity in the American Canyon High School.

A +/-10 acre site is reserved for an elementary school and is centrally located within the Watson Ranch Specific Plan area. The WRSP will mitigate for school impacts by implementing those actions regarding the new elementary school and new middle school, as more particularly described in that agreement entitled: School Facilities Funding Agreement among Napa Valley Unified School District and Developer dated October 10, 2016 ("Watson Ranch School Agreement"). Approximately one third of the elementary school students will be overflow students from the Vintage Ranch neighborhood.

Figure 8.6 shows the location of the school within the WRSP Area and its relationship to the adjoining neighborhoods. The central location for the school places it in relative walking distance for nearly all residences.

As the WRSP does not generate enough Middle school and high school students to require a new school with the plan area, the students will attend adjoining schools outside the WRSP.

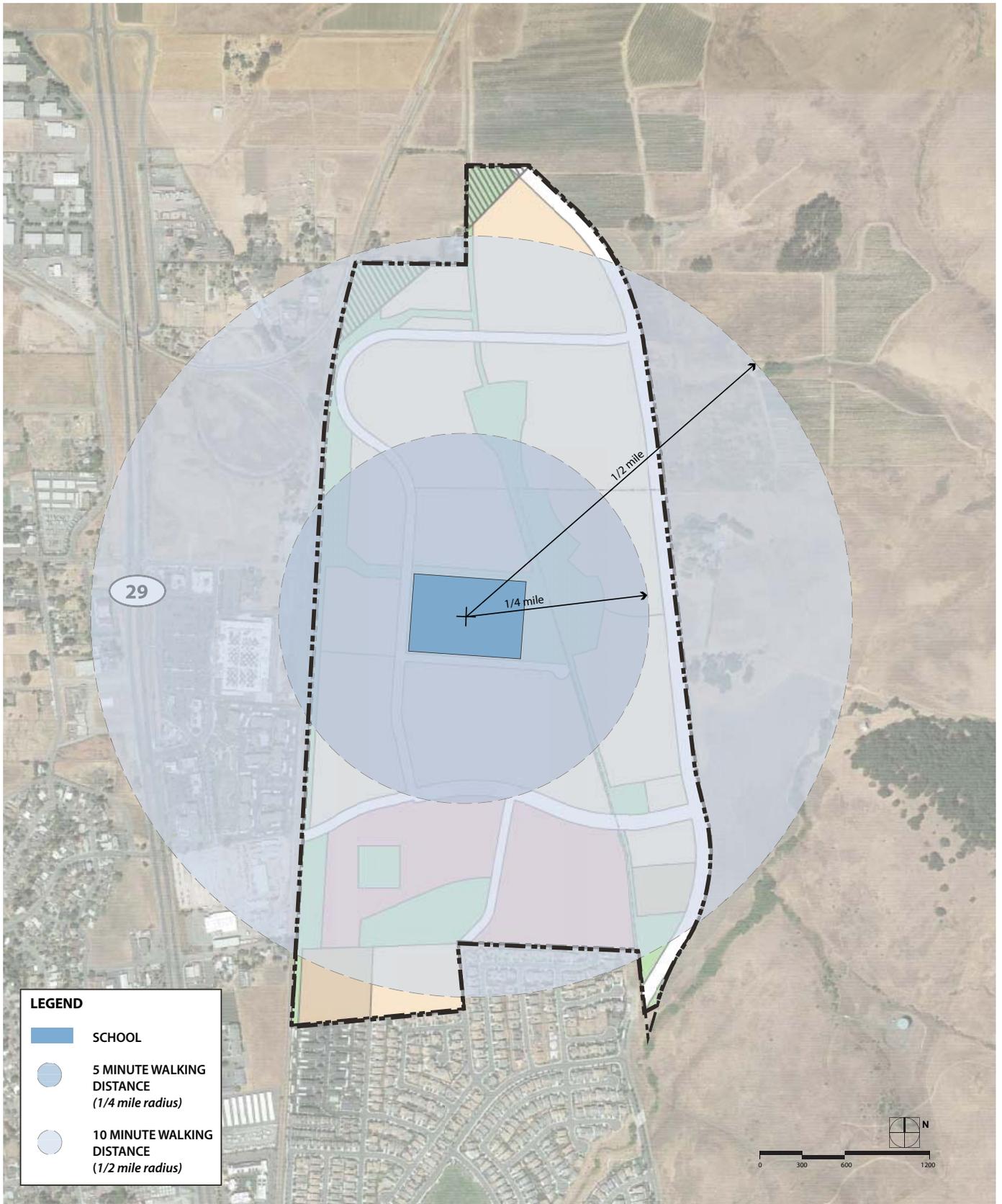


Figure 8.6 : School Walkability Exhibit

## 8.5 Off-Site Improvements

### 8.5.1 OFF-SITE DOMESTIC WATER IMPROVEMENTS

Off-site improvements will include the construction of a new Zone 3 (upper pressure zone) water tank to provide adequate supply. This tank, along with a proposed Zone 1 tank have approved plans from the City. The Zone 1 tank (approximately 2.5 million gallons), which is not a part of the project, would be constructed next to the existing recycled water tank, north of the high school and southeast of the WRSP Area. The Zone 3 tank (2.0 million gallons), which is necessary to serve the portion of the WRSP generally east of the PG&E gas line alignment (see figure 8.1), will be constructed at a higher elevation to achieve required water pressure in a location southeast of the existing recycled water tank and Zone 1 tank site. The Zone 3 water tank will provide service to the upper pressure zone within the WRSP as well as other existing and future projects within the City. Zone 1 and Zone 3 water lines were installed from Newell Drive to the Recycled and the Zone 1 potable water tank site.

A 12" Zone 3 water line will be installed in Newell Drive from the southern boundary of the project to the existing 18" Zone 3 water line in Newell Drive located north of the tank access road.

The existing 6" domestic water line in South Napa Junction Road will be upsized to a 12" domestic water line from the WRSP Area to State Route 29.

### 8.5.2 OFF-SITE SANITARY SEWER IMPROVEMENTS

The WRSP Area will upsize the existing 6" sanitary sewer in South Napa Junction Road to a 15" line, and will upsize the existing 10" sanitary sewer in State Route 29 between South Napa Junction Road and American Canyon Road to a 15" sanitary sewer line.

### 8.5.3 OFF-SITE RECYCLED WATER IMPROVEMENTS

The WRSP Area will install a 12" recycled water pipe in South Napa Junction Road, connecting to the City's existing recycled water pipe in State Route 29. A 12" recycled water line will be installed in Watson Lane (east of the Railroad), connecting the WRSP Area to the existing 6" recycled water line in Watson Lane (ends at the Railroad). Both of the WRSP's offsite recycled water connections will provide better redundancy in the existing City system.

### 8.5.4 OFF-SITE STORM DRAIN IMPROVEMENTS

Off-site improvements include a storm drain pipe that connects from a WRSP Area detention basin to the existing City detention basin on Main Street and other minor drainage improvements for the Rio Del Mar/State Route 29 roadway connection.

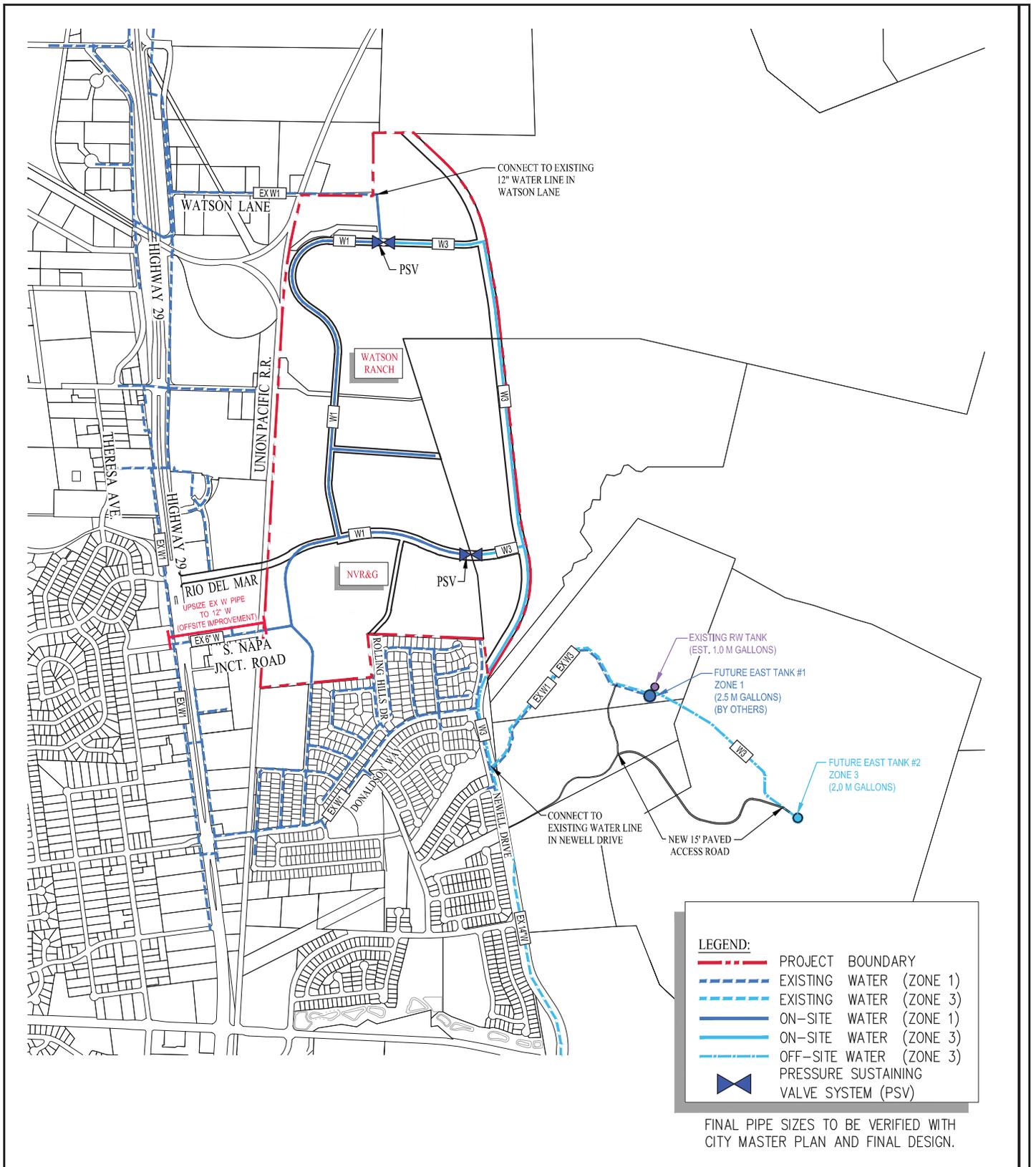


Figure 8.7 : Water Infrastructure - Off-Site Improvements

This page intentionally left blank.

# CHAPTER 9 IMPLEMENTATION

## 9.1 Introduction

This chapter fulfills the requirements of California Government Code Section 65451(a) (4), which requires that a Specific Plan include a program of implementation measures. This chapter shall serve as the program of implementation measures for the Watson Ranch Specific Plan (WRSP). It includes administrative procedures, public works projects, phasing and proposed methods of financing needed to carry out the WRSP.

The purpose of the implementation chapter is to ensure that:

- Public infrastructure and services are provided concurrently with private development;
- Adequate financing is in place to pay for the construction of necessary public facilities and improvements as defined in the Backbone Infrastructure.
- Adequate financing is in place to pay for the operation and maintenance of privately maintained facilities.
- Construction of public infrastructure by the city is coordinated with that constructed by the development;
- Consistency is achieved between the provisions of the WRSP and Development Agreement(s);
- Administrative procedures are in place to regulate development, in accordance with the standards and policies of the WRSP; and
- Appropriate flexibility is provided to allow the project to respond to changing market conditions.

## 9.2 Land Use Regulations

### 9.2.1 TOWN CENTER (TC) ZONING AND WRSP LAND USE - ZONING

Consistent with the City of American Canyon's Town Center (TC) Zone (Municipal Code 19.12.020), supported by the City of American Canyon General Plan, the WRSP General Plan amendment and the WRSP which is the controlling regulatory document, the regulations within the WRSP shall guide development in the WRSP area. The WRSP has established a WRSP Land Use Map (see Figure 4.2) that delineates the different Land Use – Zoning categories in the WRSP. These include Medium Density Residential (MDR-12 and MDR-16), High Density Residential (HDR), Napa Valley Ruins & Gardens Mixed Use (NVR&G), Public (Pub), Parks (P), and Open Space (OS). Within the context of the WRSP and as authorized by the City of American Canyon Municipal Code Section 19.12.010 – 050, these designations shall serve as combined Land Use-Zoning designations for purposes of implementing the WRSP and related regulations.

### 9.2.2 DEVELOPMENT REGULATIONS

The WRSP contains development regulations and guidelines, including those found within Appendix A to govern architectural design character, site planning, setbacks, architectural form, and landscape selection for both residential and nonresidential uses. These regulations are intended to supplement the City of American Canyon Zoning Ordinance and serve as the regulations for the Plan Area; and supersede conflicting standards in the City of American Canyon Zoning Ordinance and subdivision regulations. Where the WRSP standards do not provide express direction, the City of American Canyon Zoning Ordinance and subdivision regulations shall be used as appropriate.

### 9.2.3 ENTITLEMENT PROCESSING

Unless otherwise provided for in approved Development Agreement(s), applications for subsequent entitlements within the WRSP shall be processed in accordance with the City of American Canyon Municipal Code Sections 19.41.010 – 060 (see Subsequent Entitlements, Section 9.7 below). Development Plans within the WRSP shall integrate the design and development objectives, policies, regulations and guidelines contained in the WRSP. Where conflicts arise with City ordinance, the policies, guidelines, and regulations contained herein shall prevail.

## 9.3 Phasing

This WRSP anticipates the phasing of construction and of land dedications as generally set forth below. There are four phases of residential development and four phases of NVR&G development. Each phase is described in more detail below and in the following tables. The phasing plan as shown in Figure 9.1, Residential Phasing Map, reflects the general order of anticipated residential development with the WRSP. The phasing plan as shown in Figure 9.2 NVR&G Phasing Map reflects the general order of anticipated development of the NVR&G. The phasing plan also identifies the backbone infrastructure associated with each phase of development, but the extent of each phase and the pace of the phased development may vary based upon market conditions and other economic factors. As a result, each phase may have smaller sub-phases which respond to market and financing conditions. For purposes of environmental review, the Project is anticipated to start construction in 2019 with each phase time frame being 2 to 3 years. The phasing program also assumes some overlap in phases resulting in a total projected build-out of 8 years. Actual build out may extend over a longer period of time subject to the variations in the market. Table 9.1 below shows the anticipated start dates for each phase.

Projected phasing durations are as follows:

Phase I: 2019 - 2023

Phase II: 2022 - 2025

Phase III: 2023 - 2026

Phase IV: 2024 - 2027

Should the pace of project phasing advance significantly faster than the proposed pace identified above, and below in Table 9.1, the developer shall be required to do an updated air quality analysis to identify which additional mitigation requirements may need to be implemented.

### RESIDENTIAL DEVELOPMENT (TABLE 9.1)

The following descriptions of unit mix and product type in each phase are based upon the potential mix of units reflected in the conceptual illustrative plan (see Figure 3.1). These are provided for illustrative purposes only. Specific product types and square footages are estimates and are subject to change based upon actual market demand at the time of implementation of each phase.

<b>Residential Phasing</b>	
	<b>Units</b>
Phase 1 (2019)	289-397
Phase 2 (2022)	252-345
Phase 3 (2023)	225-267
Phase 4 (2024)	121-244
<b>TOTAL</b>	<b>1253</b>

Table 9.1 : Residential Phasing

**Phase 1:**

Approximately 397 units will be developed in Phase 1. These may include up to 328 units of medium density single family housing product including alley, cluster and bungalow type homes of approximately 1,000 - 2,500 square feet, and attached town homes. Phase I may also include 69 High Density Residential Units.

**Phase 2:**

Approximately 345 units of housing units will be developed in Phase 2. The units will vary from townhomes, small lot alleys and bungalows. The homes will range from approximately 1,000 to 2,800 square feet.

**Phase 3:**

Approximately 267 units with single family homes of approximately 2,300 to 2,800 square feet will be developed in Phase 3.

**Phase 4:**

Approximately 244 units including 123 high density units and 121 single family homes will be developed in Phase 4. The size of the single family homes of will be in the range of approximately 2,500 to 3,200 square feet.

**NVR&G DEVELOPMENT (TABLE 9.2; FIGURE 9.2)**

As seen in Figure 9.2 and Table 9.2, NVR&G has sub-phases. It is anticipated that Phase 1 of NVR&G may occur concurrent with Phase 1 of the residential development however,

vertical construction of NVR&G improvements must commence no later than concurrent with the commencement of the phase 2 of the residential development. Subsequent NVR&G phases will occur independent of the WRSP residential phasing based on economic conditions and market demand. Parking will be provided to meet the demand of each phase of the NVR&G. In early phases, to the extent necessary, interim parking areas will be provided to supplement parking demand. The phases include:

**Phase 1:**

Will include adaptive reuses of the existing ruins and the following uses: the chapel, wedding and event center, restaurant, pizza and coffee building, farmers market, winery, picnic area, sculpture garden, mobile food truck venue, children’s play area, the associated required parking and the dedication of the community plaza and community center site.

**Phase 2:**

Will include the hotel, retail, commercial and dining space consisting of the following: 100 rooms of the hotel, brewery, outdoor performance center, charcuterie, festival space, community garden, Quarry Lake Park, plus additional parking.

**Phase 3:**

Will include the redevelopment and additional parking of the ruins, the remaining 100 rooms of the 200 room hotel and the development of an Artisan building.

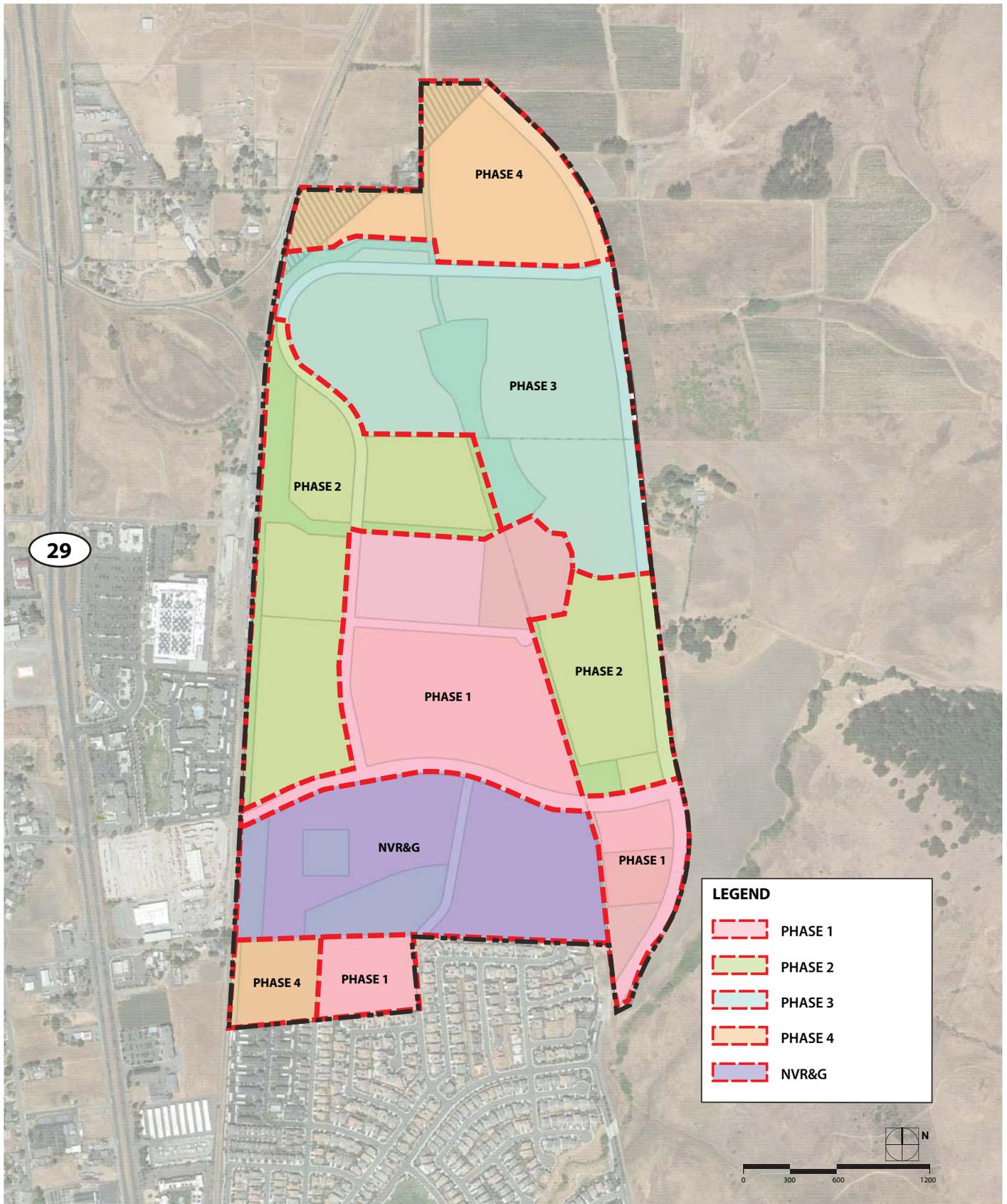


Figure 9.1: Residential Phasing Map

NVR&G Uses by Phasing and Sq. Ft.		
Use	Figure 9.2 Reference Number	Square Footage
<b>Retail/Commercial</b>		
Retail	15, 22	21,188 sf
Restaurant	3, 4, 18	11,790 sf
Wedding and Event Center (indoor)	1, 2	40,201 sf
Wedding and Event Center (outdoor)	1, 2	31,009 sf
Winery/brewery	5, 14	8,935 sf
Mixed use	26	29,560 sf
Livework	25	32,600 sf
Hotel	23	200 rooms
Subtotal		175,282 sf
<b>Ancillary Commercial</b>		
Farmers Marke	6	31,085 sf
Mobile Food Truck Venue	9	14,030 sf
Outdoor Performance Venue	16	12,466 sf
Sub total		57,581 sf
<b>Outdoor Amenities</b>		
Sub total	7, 8, 11, 17, 19	168,062 sf*
<b>Total</b>		
		400,925 sf
<b>Parks</b>		
Community Plaza and Community Center Site Dedication	10, 12	2 acres**
Quarry Lake	20	6.7 acres
Total		8.7 acres
(Up to 50 units may be included within the NVR&G Mixed Use Area)		
Parking	13, 21, 23, 24	1415 spaces***
*Includes Picnic Area, Sculpture Garden, Children's Play Area, Community Garden and Festival Space		
** Includes the Community Center Site		
***Also includes on-street parking spaces on Rio Del Mar and Rolling Hills Drive. Parking will be phased along with the development. Where necessary, interim parking may be provided as overflow parking on areas within NVR&G not as yet developed.		

Phase 1	Figure 9.2 Reference Number	Square Footage
Wedding and Event Center (indoor)	1, 2	40,201 sf
Wedding and Event Center (outdoor)	1, 2	31,009 sf
Restaurant	3, 4	10,340 sf
Winery/brewery	5	7,505 sf
Farmers Marke	6	31,085 sf
Mobile Food Truck Venue	9	14,030 sf
Community Plaza and Community Center Site Dedication	10, 12	2 acres
Outdoor Amenities	7, 8, 11	97,211 sf*
Parking**	13	
* Includes outdoor areas such as Sculpture Garden, Picnic Area, and Children's Play Area		
<b>Phase 2</b>		<b>SF</b>
Winery/brewery	14	1,430 sf
Restaurant	18	1,450 sf
Retail	15	1,430 sf
Outdoor Performance Venue	16	12,466 sf
Hotel	23	100 rooms
Outdoor Amenities	17, 19,	70,851 sf*
Quarry Lake Park	20	6.72 acres
Parking**	13, 23, 24	
* Includes outdoor areas such as Community Gardens and Festival Space		
<b>Phase 3</b>		<b>SF</b>
Retail	22	19,758 sf
Hotel	23	100 rooms
Parking**	21, 24	
<b>Phase 4</b>		<b>SF</b>
Mixed-Use	26	29,560 sf
Live/Work	25	32,600 sf

\*\* Permanent and temporary parking will be provided as necessary by the City of American Canyon

Table 9.2 :NVR&G Development Phasing

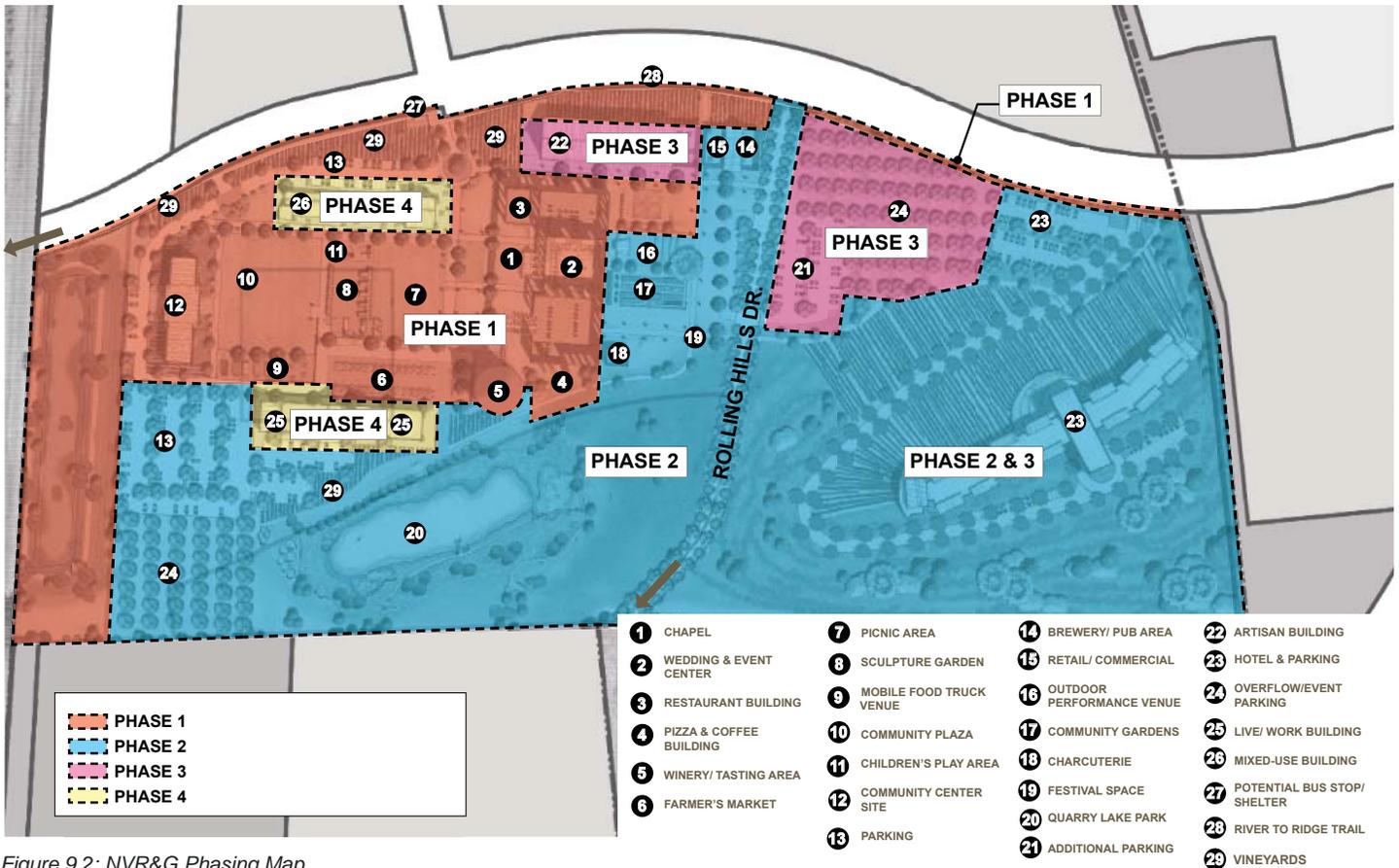


Figure 9.2: NVR&G Phasing Map

Phase 4: Includes a mixed use building of approximately 29,560 square feet, and a live-work building.

The phasing represented in Table 9.2 is conceptual and subject to variations based upon economic and market conditions.

### 9.3.1 INFRASTRUCTURE PHASING

Table 9.3 includes a specific listing of infrastructure improvements by phase, which include roadways, water and sewer lines and storm drainage improvements, parks and an elementary school. Timing for some of these improvements may vary subject to economic and market conditions, or other factors such as acquisition of land dedicated to parks. For example, Park A is located upon two separate underlying ownerships and acquisition of the full land complement may not occur in a single phase. It may be in the best interest of the City to delay park improvement until the full acreage for the park has been dedicated.

As noted above for Table 9.2, Table 9.3 represents the conceptual timing and sequence of improvements associated with each phase which may be subject to variations in timing based upon economic or market conditions.

The WRSP includes the following backbone infrastructure in Table 9.3. Each of these improvements is described in detail in Chapters 8 and 9.

The following maps (Figures 9.3 through 9.7) depict the proposed phasing of Backbone Infrastructure for the WRSP.

#### PHASE 1 INFRASTRUCTURE IMPROVEMENTS

Phase 1 Infrastructure Improvements include all backbone improvements within Rio Del Mar, South Napa Junction Road, Newell Drive, Loop Road and phase 1 in-tract backbone improvements. Onsite improvements include: storm drain, detention basins, sanitary sewer and an on-site sanitary sewer lift station, domestic water, and recycled water systems. Offsite improvements include: sanitary sewer upgrade in South Napa Junction Road and Highway 29, Zone 1 water system upgrades in South Napa Junction Road and water system improvements in Newell Drive, and recycled water system improvements in Newell Drive. Zone 3 Water Tank is anticipated in Phase 1 but may be deferred to Phase 3 if no development occurs east of the PG&E gas line running north-south through the project area.

<b>Infrastructure Improvements by Phase</b>	
<b>Phase 1</b>	
<b>Roads</b>	
Rio del Mar Extension from SR-29 to the Railroad including a rail crossing	
Rio del Mar Extension from the Rail Road to Newell Drive	
4 Lane Newell Drive Extension from existing Newell Drive to Rio del Mar	
Loop Road from Rio del Mar to the School	
<b>Sewer/Water/Stormwater</b>	
Onsite Sanitary Sewer Lift Station	
Onsite Sanitary Sewer Improvements	
Offsite Sanitary Sewer Upgrades in South Napa Junction Road and SR-29	
Onsite Zone 1 Water Improvements in Rio Del Mar	
Offsite Zone 1 Water Upgrades in South Napa Junction Road	
Offsite Zone 3 Water Tank (2.0 Million Gallons)	
Offsite Zone 3 Water Improvements in Newell Drive	
Onsite Recycled Water Improvements in Rio Del Mar and Newell Drive	
Offsite Recycled Water Improvements in Newell Drive	
Offsite Recycled Water Improvements in South Napa Junction Road	
Onsite Storm Drain Detention Improvements	
Offsite Storm Drain Improvements in Rio Del Mar	
<b>Parks</b>	
Park A	
Public Trails (River To Ridge in Rio Del Mar and Newell Drive)	
Public Trails (Napa Valley Vine Trail within Phase 1)	
Community Plaza and Community Center Site Dedication	
<b>School</b>	
Construction Ready School Site	
<b>Phase 2</b>	
<b>Roads</b>	
Further Extension of Loop Road	
2 Lane Newell Drive Extension from Rio del Mar to northern edge of Newell Phase 2	
Rolling Hills Drive Extension	
<b>Sewer/Water/Stormwater</b>	
Onsite Sanitary Sewer Improvements in Loop Road	
Onsite Water Improvements in Loop Road and Newell Drive	
Onsite Recycled Water Improvements in Loop Road	
Onsite Storm Drain Detention Improvements	
<b>Parks</b>	
Quarry Lake Park (Within Phase II NVR&G)	
<b>Phase 3</b>	
<b>Roads</b>	
Further Extension of Loop Road	
2 Lane Newell Drive Extension from northern edge of Newell Phase 2 to Loop Road	
<b>Sewer/Water/Stormwater</b>	
Onsite Sanitary Sewer Improvements in Loop Road	
Onsite Water Improvements in Loop Road and Newell Drive	
Onsite Recycled Water Improvements in Loop Road	
Onsite Storm Drain Detention Improvements	
<b>Parks</b>	
Park B	
Public Trails (Napa Valley Vine Trail within Phase 3)	
<b>Phase 4</b>	
<b>Roads</b>	
2 Lane Newell Drive Extension from Loop Road to the Northern Property Line	
<b>Water/Stormwater</b>	
Onsite Water Improvements in Newell Drive	
Offsite Recycled Water Improvements in Watson Lane	
Onsite Storm Drain Detention Improvements	
<b>Parks</b>	
Public Trails (Napa Valley Vine Trail within Phase 4)	

Table 9.3 :Infrastructure Improvements by Phase  
(Timing of some of the infrastructure improvements may vary based upon economic and market conditions and the Development Agreement(s))

Backbone roadways constructed as part of phase 1 include Rio Del Mar, a segment of Newell Drive south of Rio Del Mar connecting to Newell Drive at Donaldson Way and Loop Road providing access to the school site (see Figure 9.7)

#### PHASE 2 INFRASTRUCTURE IMPROVEMENTS

Phase 2 Infrastructure Improvements include all backbone improvements within Newell Drive, Rolling Hills Drive, Loop Road and phase 2 in-tract backbone improvements. Onsite improvements include: storm drain, sanitary sewer, domestic water, and recycled water systems, and a detention basin.

Phase 2 backbone roadway improvements include further extension of Loop Road , Rolling Hills Drive, and the extensions of Newell Drive north as a two lane major collector from the intersection with Rio Del Mar to the northern boundary of phase 2.

#### PHASE 3 INFRASTRUCTURE IMPROVEMENTS

Phase 3 Infrastructure Improvements include all backbone improvements within Newell Drive, Loop Road and phase 3 in-tract backbone improvements. Onsite improvements include storm drain, sanitary sewer, domestic water, and recycled water systems, and a detention basin.

Phase 3 backbone roadway improvements include the completion of Loop Road and the extensions of Newell Drive north as a two lane major collector to the northern boundary of phase 3.

#### PHASE 4 INFRASTRUCTURE IMPROVEMENTS

Phase 4 Infrastructure Improvements include all backbone improvements within Newell Drive and phase 4 in-tract backbone improvements. Onsite improvements include: storm drain, sanitary sewer, domestic water, and recycled water systems; a detention basin, and a domestic water connection from the existing water pipe in Watson Lane. Offsite improvements include: recycled water system improvements in Watson Lane.

Phase 4 backbone roadway improvements include the extension of Newell Drive as a two lane major collector to the northern Project boundary.

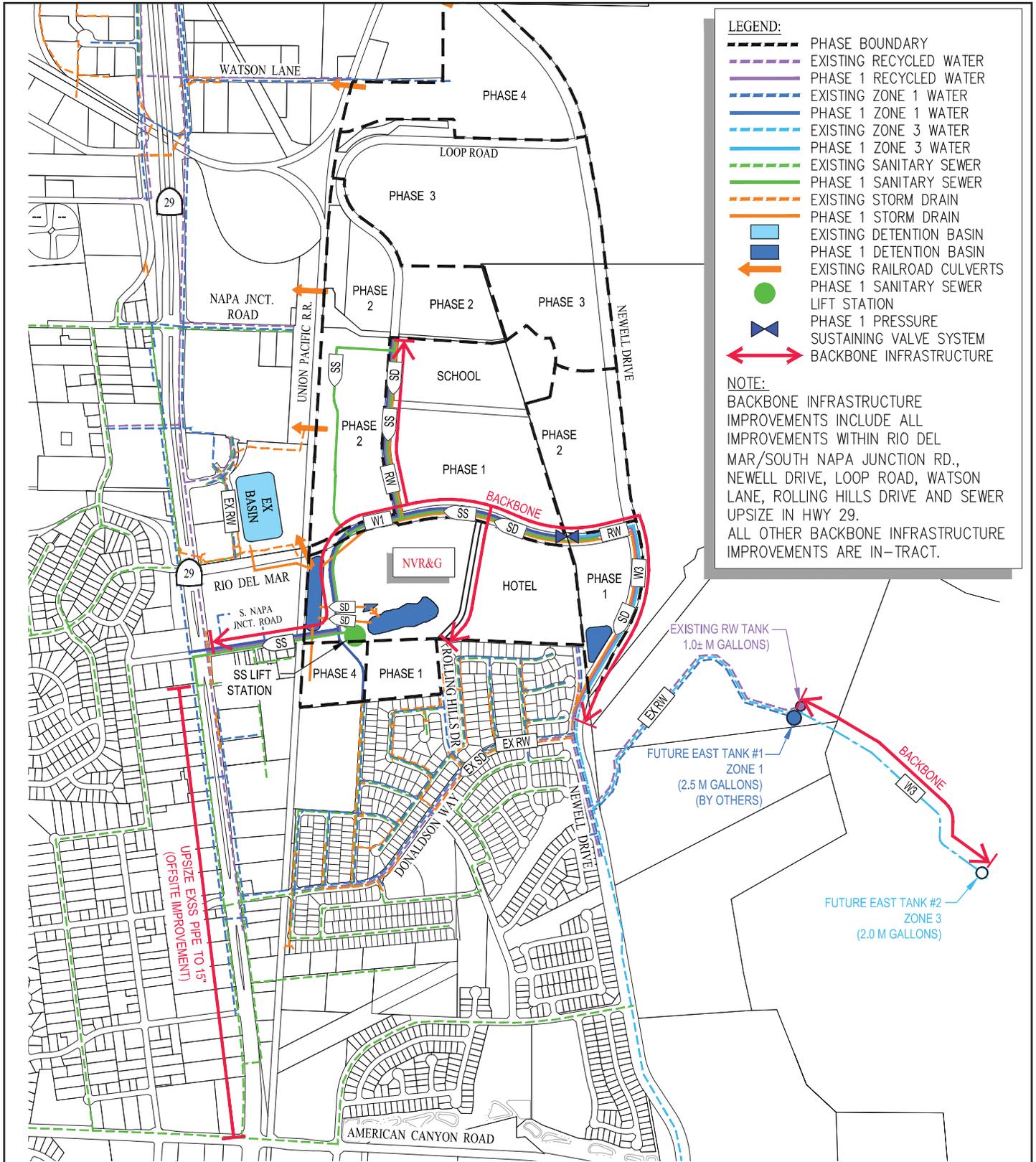


Figure 9.3 : Phase 1 - Infrastructure Improvements

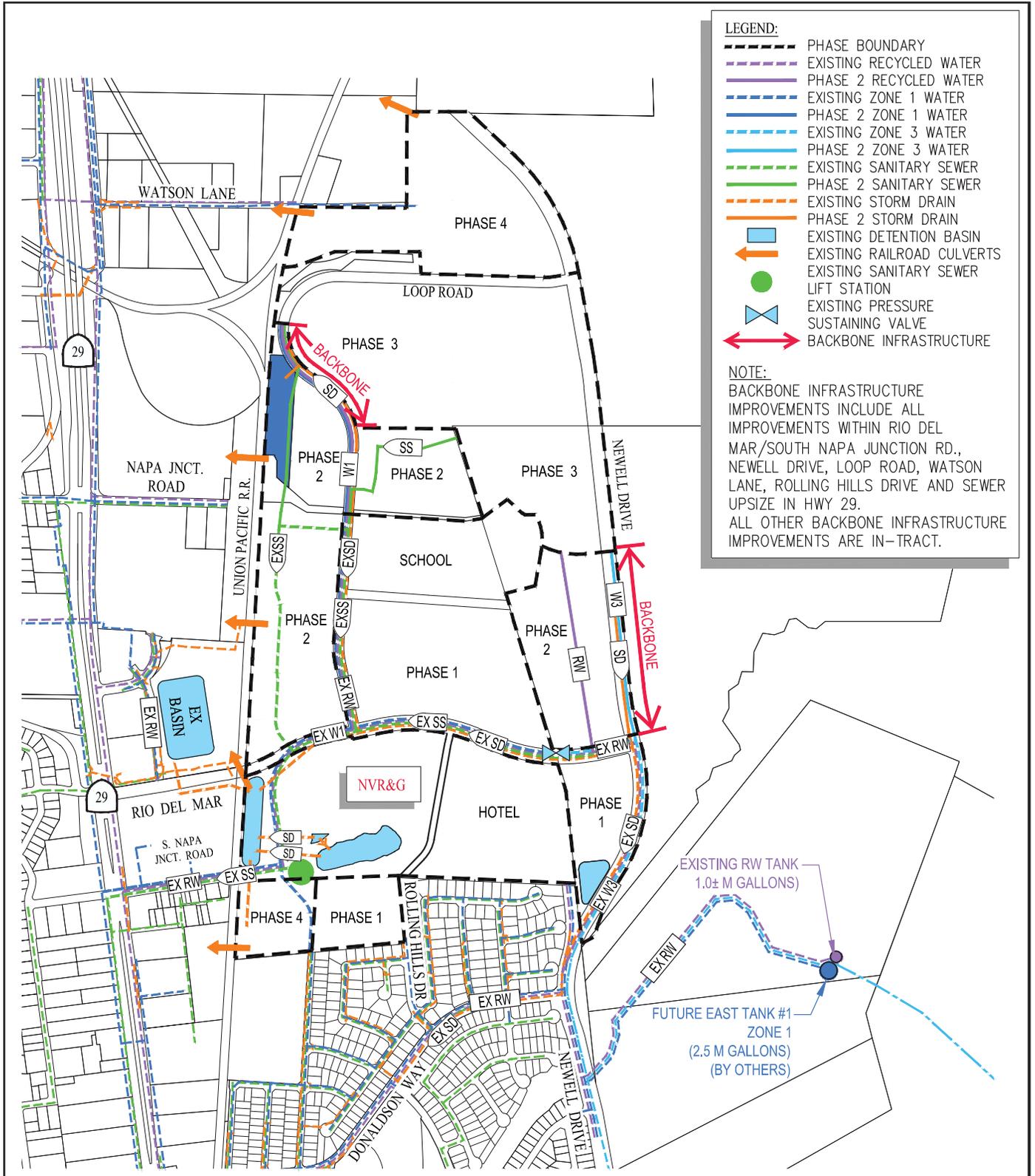


Figure 9.4 : Phase 2 - Infrastructure Improvements



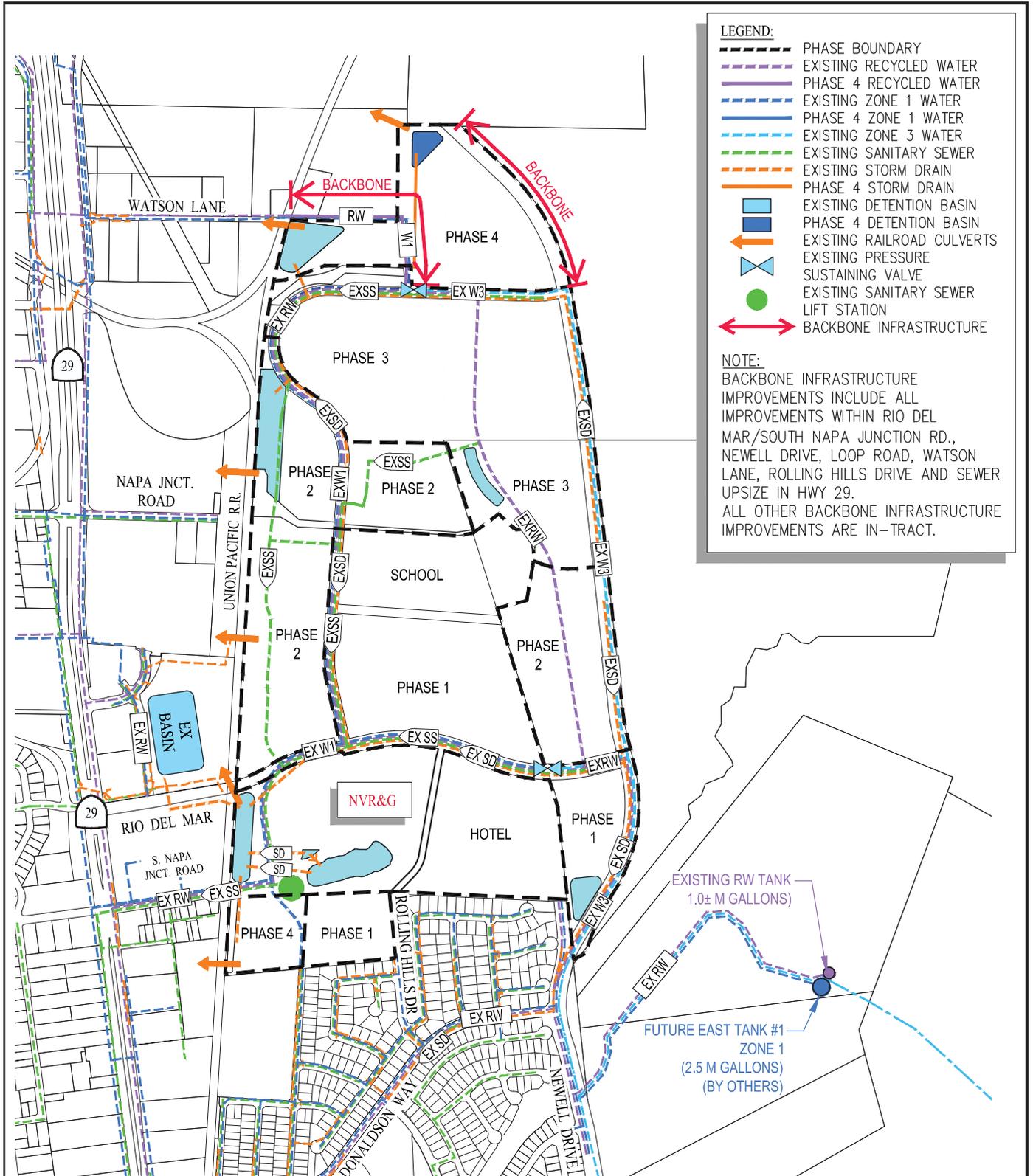


Figure 9.6 : Phase 4 - Infrastructure Improvements

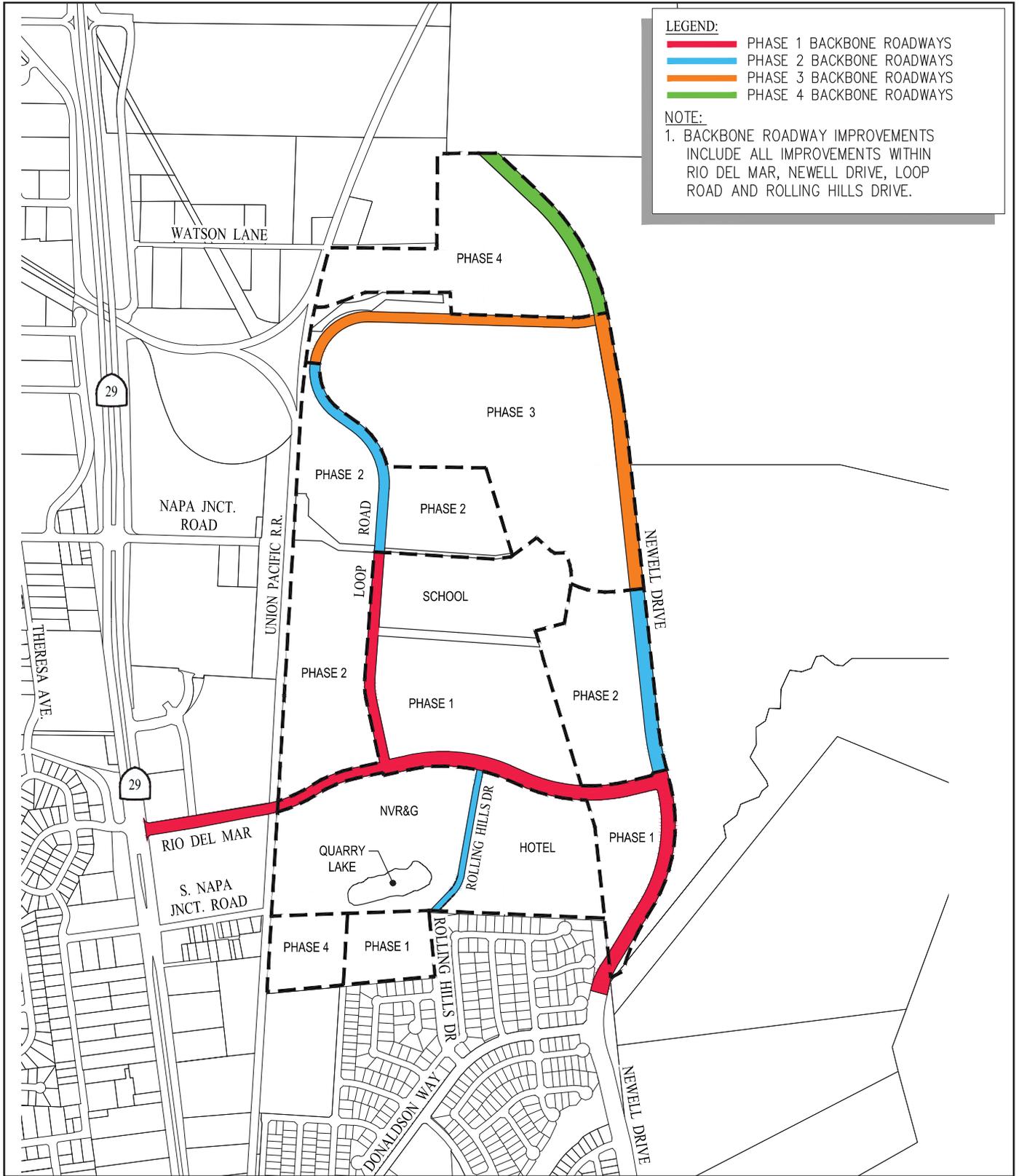


Figure 9.7 : On-Site & Off-Site Backbone Roadway Phasing

## 9.3.2 PHASING OF LAND DEDICATIONS

### 1. General

All land necessary for public improvements and facilities as required by the WRSP, shall be offered for dedication to the City of American Canyon in accordance with the timeframes generally described below and more specifically defined in the Development Agreement(s).

All land subject to dedication shall be offered for dedication at no cost to the City, unless otherwise agreed to by City and Owner and shall be free and clear of all liens and encumbrances that would preclude its intended use.

Land dedication requirements of any subdivision map or parcel map approved within the WRSP shall not exceed the standards of the Specific Plan or accompanying Development Agreement(s).

Certain required elements of the WRSP's public infrastructure is located outside of the Plan's boundaries, and on lands not owned by the property owner. The general location of such infrastructure elements are indicated in graphics in Chapter 7, Circulation, and Chapter 8, Infrastructure and Public Facilities. The City and the WRSP developers shall work collaboratively to secure such sites and rights-of-way necessary for critical backbone infrastructure.

### 2. Land Dedication Conditions for First Final Map:

- Newell Drive as described in the approved Development Agreement(s)
- Rio Del Mar from Newell Drive to the Western Project Boundary
- Associated road rights of way and utilities as described in the approved Development Agreement(s)
- Associated Parks and Open Space as described in the approved Development Agreement(s)

### 3. Land Dedication Conditions of Subsequent Final Maps

- Associated road rights of way, utilities and associated Parks trails and open space areas as described in the approved Development Agreement(s)

## 9.3.3 PHASING OF PUBLIC AND QUASI-PUBLIC INFRASTRUCTURE

The public and quasi-public infrastructure in the WRSP is comprised of the streets, parks, open space, trails and school site. The phasing for streets and associated infrastructure is provided in Table 9.2. The Parks and Open Space areas will be provided in conjunction with the appropriate subdivision map and may include dedication with first subdivision map and construction of subdivision improvements. Parks A and B are public facilities spanning two ownerships. The timing of full park improvements may be delayed until full parkland dedication of both ownerships is complete. Specific conditions and timing of improvements shall be described in the Development Agreement(s).

## 9.3.4 PHASING OF PRIVATE DEVELOPMENT

General Policies Regarding the Phasing of Private Development

1. NVR&G is a development priority in the WRSP. Development of the NVR&G may commence pursuant to the phasing plan as part of phase 1. If not initiated during phase 1 of the residential development, the NVR&G must commence development in conjunction with the start of phase 2 of the residential development.
2. Subsequent residential phases will not be approved to proceed until the first phase of the NVR&G area is substantially complete.
3. Property owner shall have the right to commence development of the NVR&G at any time provided Backbone Infrastructure (as designated in the Phasing Plan) has been approved and is under construction.
4. Private development in a subsequent phase of residential development may commence before development of a previous phase is complete provided Infrastructure Backbone (as designated in the Phasing Plan) has been approved and is under construction.
5. Phase boundaries are shown on Figure 9.1 "Residential Phasing Map." Phase boundaries may be modified if necessary as development progresses, subject to the approval of the City and general consistency with the proposed phasing plan.
6. Multiple final maps may be filed with each phase of development when approved as part of the tentative map entitlement stage.

7. Dedication and construction (or the requirement to cause the finance and construction) of Rolling Hills Drive shall occur at the commencement of Phase 2 of the residential development.
8. The commencement of WRSP Phase 4 of development shall be conditioned upon the developer's construction of the "Last Segment of Newell Drive" (Segment 4) which is the segment of Newell Drive north of the Project site connecting Newell Drive to SR 29 at Green Island Road. This construction shall be revenue neutral to the developer. Said condition shall not be invoked unless and until the City has first secured all design and improvement plans, all permits, permissions and authorities from the permitting agencies, all right of way and funding required for construction as more fully detailed in the Development Agreement(s).
9. Phase 1 of the WRSP residential development may commence without the completion of the Rio Del Mar extension (off site improvement) subject to the approval of at least two points of access to the Phase 1 area. No more than 397 homes may be constructed without completion of the Rio Del Mar railroad crossing and the connection to SR29.
10. The Railroad crossing at Rio Del Mar shall first be pursued for PUC approval as an at grade crossing. Should the at grade crossing not be approved, the grade separated crossing will be pursued. Should the grade separated crossing not be approved or be infeasible to construct due to cost, an at grade crossing at S. Napa Junction Road (previously approved by the PUC) may be utilized.

## 9.4 Public Facilities And Infrastructure Financing

This chapter describes how the public facilities and infrastructure needed to support development in the WRSP will be financed. Specifically, this chapter:

- Describes an overall financing framework
- Identifies infrastructure requirements for the plan area
- Sets forth principles and policies regarding how these financing obligations will be met
- Identifies potential financing mechanisms
- Proposes action items to implement the financing framework

### 9.4.1 PRIVATE DEVELOPER FINANCING

The WRSP will be implemented through different public and private financing mechanisms. There may be improvements that in the broader community context, provide benefits to populations or areas beyond the boundaries of the WRSP. This Infrastructure financing framework recognizes four geographic tiers of infrastructure benefit, which help to define conceptually how costs could be allocated. Tiers one through three represent improvements that may be eligible for some level of credit or public financing assistance.

#### 9.4.1.1 CITYWIDE

Costs for infrastructure items that are determined to be of citywide benefit, are included in the City's Capital Improvement Program, and could be funded by impact fees, "in-kind" construction, connection charges, or other citywide funding sources. An example of this category of improvement would be new water storage facilities that provide a city wide benefit.

#### 9.4.1.2 SURROUNDING GROWTH AREA

Costs for infrastructure items that will benefit development proximate to WRSP could be funded by allocating costs to each City sub-area based on "benefit received." An example of this type of infrastructure benefit may be the Rio Del Mar rail underpass.

#### 9.4.1.3 WATSON RANCH SPECIFIC PLAN

Costs for infrastructure items that are directly related to and will benefit development within the WRSP shall be funded primarily by private development within those areas.

#### 9.4.1.4 BACKBONE INFRASTRUCTURE COST ALLOCATION

The cost for the Master Backbone infrastructure, which includes backbone roadways (see Figure 9.7) and associated wet and dry utilities, Parks and the School Site, will be allocated on a prorated basis (\$/acre) between the two primary ownerships (AC-1 and the Newell Family properties) within the WRSP. Specific costs and allocations will be determined through Development Agreement(s) and subsequent Tentative and Final Subdivision Map and Improvement Plan approvals.

#### 9.4.1.5 SPECIFIC PLAN PREPARATION COSTS

Pursuant to controlling law (Government Code Section 65456 (a)), the City legally can require the property (and its property owners) within the WRSP to pay for the costs associated with the preparation and adoption of the WRSP.

In this case, the costs associated with the preparation and adoption of the WRSP include, without limitation, the costs associated with environmental review of the WRSP, the costs associated with the planning and financial consultants hired to assist with the preparation and adoption of the WRSP and related General Plan Amendment and Zoning criteria, the costs associated with funding and administering the preparation and adoption of the WRSP, and similar direct and indirect costs.

Generally, the AC-1 Property shall be responsible for approximately eighty-two percent (82%) of the total costs associated with the preparation and adoption of the WRSP, whereas the Newell Family Property shall be responsible for eighteen (18%) of the total costs associated with the preparation and adoption of the WRSP. The owner of AC-1 portion of the property has already paid for the bulk (if not all) of the costs associated with the preparation and adoption of the WRSP. Therefore, the City, after adopting the WRSP, shall act to ensure that determine the total cost for preparation of the WRSP and impose a WRSP Fee to be collected for the purpose of defraying the expense of preparation of the WRSP. The WRSP Fee shall be established on a prorated basis and imposed upon persons benefitting from the WRSP on a prorated basis. Reimbursement for costs already incurred will be determined through Development Agreement(s).

### 9.4.2 INFRASTRUCTURE AND IMPROVEMENTS

The infrastructure requirements for the WRSP are composed of a variety of backbone infrastructure projects including land dedications, roadways, water supply improvements, sewer infrastructure and a new school. The WRSP also includes a variety of other public facilities that have community benefits beyond the WRSP.

### 9.4.3 FINANCING PRINCIPLES AND POLICIES

The following principles and related policies will govern the funding of infrastructure and public facilities for the WRSP. The principles will guide future decisions regarding formation of financing entities, adoption of financing mechanisms, and project approvals.

1. A financial analysis and funding strategy shall be prepared that identifies the private and public infrastructure and facilities (improvements) required for the WRSP, the allocation of these costs, and proposed

methods for funding.

**Policy 1.1:** The financial analysis and funding strategy shall take into account the phasing and build out of the proposed development and all improvements needed to accomplish the development and their respective costs, and it should provide a financial analysis of all funding mechanisms proposed.

2. The WRSP shall not be a burden to existing residents and will cover the pro rata cost for development associated with the build out of the WRSP.

**Policy 2.1:** Funding mechanisms shall be established such that new development and property owners within the WRSP fund the infrastructure and facilities required to provide needed public services and utilities to the WRSP.

**Policy 2.2:** Existing residents within or nearby the WRSP should not be burdened with assessments or taxes to pay for new public facilities if no benefit is received. Any new assessments or taxes should be directly related to the benefit received and not place an undue burden on these residents.

**Policy 2.3:** Existing development impact fees should be evaluated to determine if there is any overlap between the infrastructure improvements and facilities included within the City's Impact Fee Program and those that will be provided as part of new development pursuant to the WRSP. Where there is overlap, a partial or full impact fee credit may be granted for public infrastructure and facilities that are provided as part of new development in the WRSP (as further described in Policy 7 below).

**Policy 2.4:** Properties outside the WRSP that benefit from public improvements provided by the WRSP should contribute their fair share to public improvement funding.

3. Future development within the WRSP shall pay the costs of mitigating impacts of the WRSP development on existing facilities and infrastructure in other parts of the City as identified in the WRSP FEIR and Mitigation Monitoring Program and as set forth in the Development Agreement(s). Future development within the WRSP shall not pay the cost of addressing existing deficiencies in parks and all other public improvements in the City of American Canyon.

**Policy 3.1:** Development shall mitigate offsite public infrastructure and facility impacts as specified in the WRSP Environmental Impact Report. Development shall

pay existing impact fees, help fund public improvements, or undertake needed public improvements in order to mitigate impacts on existing facilities and infrastructure in other parts of the City as defined in the approved Development Agreement(s).

4. Infrastructure costs shall be allocated among WRSP and surrounding properties based on the principle of benefit received (fair share allocation or rational nexus).

**Policy 4.1:** The City shall establish, on the basis of the financial analysis, a fair-share cost allocation for required public improvements to be borne by all benefiting new development within and adjoining the WRSP. These public improvement cost obligations shall be funded by developer construction and dedication of improvements, as an area development impact fee, and/or included in a local land-secured financing district covering the WRSP.

**Policy 4.2:** The City shall identify land (e.g., right of way) requirements for public improvements and establish a “fair share” (average) allocation to all developers and property owners in the WRSP.

5. Total public infrastructure and financing costs in the WRSP should not exceed industry standards of financial feasibility or benefit/cost burden on property owners.

**Policy 5.1:** Develop a detailed infrastructure phasing schedule that links the timing of infrastructure and facility construction to the timing of new residential, commercial/retail, and public facility development to the extent possible.

**Policy 5.2:** The City should encourage measures that minimize public improvement costs borne by new development in the WRSP. Such measures could include cost sharing agreements with other benefiting areas, use of revenue bond funding for utility improvements, and construction and reimbursement agreements with developers, which can lower costs generally associated with public construction projects. The City shall consider credits against City fees to the extent permissible by law and for public facilities constructed by WRSP developers that would otherwise be funded by City fees.

6. The City should assist in securing methods of WRSP infrastructure financing where feasible through the establishment of necessary financing entities and arrangements.

**Policy 6.1:** The City should assist in coordinating landowners, developers, and other jurisdictions in the establishment of the appropriate WRSP funding mechanisms.

**Policy 6.2:** At the request of landowners or developers in the WRSP, the City shall assist in the establishment of a financing district or districts (e.g., Community Facilities District) to provide necessary land-secured debt financing.

7. If a landowner is required to make improvements (e.g., oversizing public infrastructure) with a higher value than the benefits that landowner receives, the excess value shall be reimbursed from other benefiting properties.

**Policy 7.1:** The City shall require dedication of land for road improvements and construction of public improvements consistent with City policies and capital improvement programs.

**Policy 7.2:** The City shall require development projects in the WRSP to fund or support financing for oversizing of facilities if required by the City and as set forth in the Development Agreement(s).

**Policy 7.3:** The City shall consider mechanisms for future development to reimburse developers who oversize infrastructure or dedicate excess land, possibly as part of WRSP fee or related credit and reimbursement agreements.

**Policy 7.4:** The City shall consider credits against City impact fees to the extent that WRSP property owners or developers build public improvements and/or dedicate land that would otherwise be funded by City impact fees and/or provide community benefit and to the extent permissible by law.

8. Mechanisms shall be identified or established to assure ongoing operations and maintenance of public improvements and extension of public services to accommodate new development.

**Policy 8.1:** Developers shall participate in duly established financing mechanisms that provide funding for operation and maintenance of public facilities and/or municipal services such as public safety services within the WRSP, to the extent standard tax revenues are insufficient to support appropriate levels of maintenance.

## 9.4.4 FINANCING MECHANISMS AND RESOURCES

A number of funding and public financing mechanisms may be used to fund the public services, facilities, and infrastructure associated with the development in the WRSP. The ultimate mix of funding mechanisms shall be determined in the implementation process based on final technical analyses of costs, benefits and burdens on existing and future property owners, and on deliberations involving City staff, property owners, developers, elected officials, bond counsel, underwriters and finance experts.

This chapter describes the key features of the funding mechanisms available to finance WRSP infrastructure development. The mechanisms discussed in this section fall into four distinct categories:

1. Area-specific fees, dedications, and exactions
2. Assessment and special tax secured financing
3. Citywide sources
4. Federal and State grants
5. Other sources

Potential financing mechanisms including without limitation are discussed in the following section.

### WATSON RANCH SPECIFIC PLAN AREA FEES, DEDICATIONS, AND EXACTIONS

#### WATSON RANCH SPECIFIC PLAN IMPACT FEES

WRSP impact fees may be enacted by a legislative body (i.e., city or county) through adoption of an ordinance. Such fees, if adopted prior to the development of the WRSP, do not require a public vote to be enacted, but they do require public hearings. WRSP fees must be directly related to the benefits received. They do not create a lien against property, but must be paid in full as a condition of approval. The principal use of these fees is to construct backbone infrastructure and facilities essential to the development of the WRSP that is not otherwise part of the City-wide impact fee program or other City funding source. WRSP fees are established so that all properties within the WRSP pay their fair share at the time they are developed. The WRSP fee effectively replaces a myriad of other funding devices (e.g. Area of benefit assessments, etc.). Proceeds may be used to reimburse property owners who pay up-front costs for facilities benefiting other properties.

## DEDICATIONS AND EXACTIONS

Under the Subdivision Map Act, developers may be required to dedicate land or make cash payments for public facilities required or affected by their project (e.g., road right-of-way fronting individual properties). Dedications are typically made for road and utility rights-of-way, park sites, and land for other public facilities. Cash contributions are made for other public facilities that are directly required by their projects (e.g., payments for a traffic signal).

## LAND SECURED FINANCING

### SPECIAL ASSESSMENT DISTRICTS (1911, 1913, 1915 ACTS)

California law provides procedures to levy assessments against benefiting properties and issue tax-exempt bonds to finance public facilities and infrastructure improvements. Assessment districts, also known as improvement districts, are initiated by the legislative body (e.g., city council), subject to majority protest of property owners. Assessments are distributed in proportion to the benefits received by each property as determined by engineering analysis, and form a lien against property. Special assessments are fixed dollar amounts and may be prepaid, although they are typically paid back with interest over time by the assessed property owner. Only improvements with property-specific benefits (e.g., roads, and sewer and water improvements) may be financed with assessments.

### MELLO-ROOS COMMUNITY FACILITIES DISTRICTS

California's Mello-Roos Community Facilities Act of 1982 allows for the creation of a special district authorized to levy a special tax and issue tax exempt bonds to finance public infrastructure, facilities and services. A CFD may be initiated by the legislative body or by property owner petition, and must be approved by a two-thirds majority of either property owners or registered voters (if there are more than 12 registered voters living in the area). Special taxes are collected annually with property taxes, and may be prepaid if prepayment provisions are specified in the tax formula. The special tax amount is based upon a special tax lien against the property. There is no requirement that the tax be apportioned on the basis of direct benefit. Because there is no requirement to show direct benefit, Mello-Roos levies may be used to fund improvements of general benefit, such as schools, fire and police facilities, libraries and parks, open space, detention basins, etc. as well as improvements that benefit specific properties. The provision also allows for the allocation of cost burdens to alleviate burdens on specific classes of development.

## **ENHANCED INFRASTRUCTURE FINANCING DISTRICT**

The Enhanced Infrastructure Financing District (EIFD) is a new financing tool (see Government Code Section 53398.50 et, seq.) providing broad authority to local agencies to use tax increment to finance a wide variety of projects ranging from infrastructure such as roads, bridges and wastewater facilities to parks and open space, affordable housing, and other community facilities. An EIFD can be used for a single street, in a neighborhood or throughout the entire City. With the WRSP Area being completely undeveloped, there is a unique opportunity to capitalize on the future tax increment value associated with the project build out to help fund significant infrastructure improvements associated with the WRSP. The City, working with the WRSP developers will evaluate and initiate as deemed appropriate, the use of an EIFD.

## **LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS**

Landscaping and lighting maintenance districts (LLMDs) may be used for installation, maintenance, and servicing of landscaping and lighting through annual assessments on benefiting properties. LLMDs may also provide for construction and maintenance of appurtenant features, including curbs, gutters, walls, sidewalks or paving, and irrigation or drainage facilities. They may also be used to fund and maintain parks above normal park standards maintained from General Fund revenues. The City has an existing LLAD and may determine that the WRSP join the existing LLAD as a new zone.

## **CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (CSCDA)**

California Statewide Communities Development Authority ("CSCDA") allows cities to provide CFD financing for infrastructure without acting as the issuer of the bonds. The City of American Canyon is a member of the Statewide Community Infrastructure Program ("SCIP"), a program run by CSCDA. In the event Developer elects to proceed with CSCDA financing, Developer shall notify City of its intent to proceed with CSCDA and CSCDA shall issue the bonds while adhering to the City's policy's pertaining to tax rates and value to lien ratios.

## **BENEFIT COVENANT TRANSFER FEE**

The project applicant is assessing the appropriateness of a Benefit Covenant Transfer Fee on all properties in the WRSP. The fee, set at a percentage of sale price, would be levied on property transfer transactions. Such a fee may be used to create a long-term revenue stream that could be applied to infrastructure development or facilities

maintenance in the WRSP.

## **CITYWIDE DEVELOPMENT IMPACT FEES**

The City has a number of existing impact fees. These fees may provide funding as credits to offset the costs of developing backbone infrastructure in the WRSP for improvements of citywide benefit. Impact fee credits may only be used on City-wide facilities included in the City's impact fee program for like improvements (e.g. traffic impact fee for traffic improvements credit) or as otherwise approved in the Development Agreement(s).

## **FEDERAL AND STATE GRANTS**

Investigation of potential funding for public facilities from other levels of government is appropriate. Since the availability of funding from these sources is unknown, it has not been assumed that these sources would be available for development financing.

## **9.4.5 IMPLEMENTATION**

The following Implementation Plan describes the process that shall be undertaken to establish the required financing mechanisms and build required infrastructure associated with development of the WRSP. The Action Steps detail the method to be followed by the City, in cooperation with development interests in the WRSP, to establish the preferred financing mechanisms. The implementing actions have been specified to respond to varying circumstances, including variations in the infrastructure financed under the WRSP and the intensity of WRSP development. The recommended steps are presented according to their sequence and relative importance.

### **ACTION STEPS**

1. Establish infrastructure financing requirements and obligations.

Action 1.1: Assure consistency with WRSP EIR.

The EIR prepared for the WRSP is required to evaluate impacts of the project upon public facilities and services. This evaluation should be coordinated with parallel efforts by the City or the WRSP developers. Mitigation measures, to the extent they are required, should be consistent with the financing mechanisms implemented pursuant to the WRSP.

Action 1.2: Draft and adopt a Development Agreement(s) with WRSP developers.

The standard Development Agreement shall be offered to all developers in the WRSP and modified to meet each developer's particular circumstances. The Development Agreement is viewed as necessary to convey development program entitlements commensurate with the WRSP, in exchange for the financial commitments that will be asked of the developers (including participation in land secured financing mechanisms and acceptance of the area development impact fees).

Action 1.3: Reflect infrastructure and financing obligations in tentative subdivision maps.

The City shall establish a standard set of subdivision map conditions for certain subdivision map applications within the WRSP. These conditions should incorporate obligations for funding specific improvements, land dedications needed for public improvements; and participation in any financing districts established.

2. Finalize cost and phasing assumptions.

Action 2.1: Identify final set of facilities.

Before financing mechanisms can be established, the City must provide direction and clarity concerning the backbone infrastructure and facilities to be financed as a part of the WRSP. This facility identification should be done in cooperation with the involved property owners or developers within the WRSP.

Action 2.2: Formulate final cost estimates.

The City must also establish a set of infrastructure costs that will be financed within the WRSP. The infrastructure cost estimates included in this report can be "preliminary and for planning purposes." More specific engineering estimates will need to be prepared as actual financing mechanisms are adopted.

Action 2.3: Establish infrastructure phasing based upon development priorities.

This task serves to ensure that a financially feasible and acceptable Financing Plan can be created to support development in the WRSP.

3. Establish preferred financing mechanisms.

Implementing the Financing Plan within the context of overall WRSP implementation may require that the City, or State Agency, establish a CFD or assessment district to help improve the developer's ability to meet the City's infrastructure requirements, both with regard to amount and timing of the improvements.

## 9.5 Maintenance of Common Facilities

Common facilities within the WRSP will include both public and private facilities. Determination of public versus private shall be established at tentative map. The City shall be responsible for maintenance of public facilities while private facilities shall be maintained under the framework of a Master Homeowner's Association, with sub-associations for individual neighborhoods as deemed appropriate.

## 9.6 Implementation Policies

### 9.6.1 ADMINISTRATION

#### 9.6.1.1 DEVELOPMENT AGREEMENTS FOR AC-1 WATSON RANCH RESIDENTIAL, AC-1 NVR&G, AND THE NEWELL PROPERTY

To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code sections 65864 et seq. ("Development Agreement Statute"), which authorizes the City to enter into a development agreement with any person having a legal or equitable interest in real property providing for the development of that property and establishing certain development rights in the property. The City of American Canyon Municipal Code Chapter 19.47 further establishes the authority for the City to enter into development agreements.

Participating property owners (AC-1 and the Newell Family) (Project Proponents) within the WRSP boundary shall enter into one or more Development Agreements with the City of American Canyon to establish the administration of the terms and conditions in the WRSP. The Development Agreement(s) will ensure predictable and equitable allocation of costs of basic and shared infrastructure, reimbursements of improvement costs benefiting other properties, and provisions for reciprocal and mutually benefiting right-of-way dedications and grants of easements for public and private infrastructure. The Development Agreement(s) may be approved in conjunction with or subsequent to approval and adoption of the WRSP.

The Development Agreement(s) shall be prepared in accordance with California Government Code §65864 et seq. A Term Sheet, identifying the core provisions of the

Development Agreement(s) was approved by the City on January 16, 2018.

In the case of a conflict between the WRSP's description of the anticipated Development Agreement and the terms and conditions of the Development Agreement, the terms and conditions of the Development Agreement shall control.

## 9.6.2 ADOPTION

The WRSP shall be adopted by ordinance, in accordance with Section 19.17.070 of the American Canyon Municipal Code.

## 9.6.3 AMENDMENT

Amendment of the WRSP shall be done in the same manner as adoption of the WRSP. Pursuant to City of American Canyon Municipal Code Section 19.17.070 (D), the WRSP provides provisions for minor and major amendments.

### 9.6.3.1 WRSP AMENDMENTS - MAJOR

Major WRSP Amendments are those determined by the Community Development Director to be changes that could significantly alter the design intent and vision of the WRSP or affect environmental impacts and approved mitigation measures. Major Amendments to the WRSP must be reviewed and approved by Planning Commission and City Council. The following will likely be considered to be a major WRSP Amendment:

- Introduction of new land use categories.
- Changes in the boundaries of the Land Use-Zoning categories in conjunction with the approval of a tentative subdivision map or parcel map, resulting in an increase or decrease in area of more than 20% or 5 acres, whichever is greater.
- Changes to the circulation system or community facility design which would materially affect a planning concept detailed in this WRSP, or this WRSP as subsequently amended.
- Density increases in excess of the maximum allowable stated density or Density Transfers in excess of limits set in Section 9.8 below.
- Any change that would result in a significant adverse environmental impact.
- Goals, Objectives and/or policies changes.
- Changes that would substantially alter the design character or vision of the WRSP.

### 9.6.3.2 WRSP AMENDMENTS - MINOR

Minor WRSP Amendments are those amendments determined by the Community Development Director to be consistent with the intent of the Plan's vision, goals, objectives and policies. Minor WRSP Amendments may be denied or approved at the discretion of the Community Development Director with conditions imposed to safeguard public safety and health. No Planning Commission or City Council review is required for Minor Amendments unless an Appeal is filed. Examples of Minor Amendments to the WRSP subject to the approval of the Community Development Director include, but are not limited to, the following:

- An amendment that will not significantly affect the physical character, goals or intent of the WRSP.
- An amendment that will not be materially detrimental to the public welfare or injurious to property or improvements in the vicinity.
- An amendment that will not significantly increase environmental impacts beyond levels identified in the WRSP FEIR.
- An amendment to the sequencing or size of phases described in the Phasing Plan (see Fig. 9.1).
- An amendment to a Land Use-Zoning boundary in conjunction with the approval of a tentative subdivision map or parcel map, that does not result in an increase or decrease in area of more than 20% or 5 acres, whichever is less.

### 9.6.3.3 REQUIRED FINDINGS

All amendments to the WRSP must be found to be consistent with the City of American Canyon General Plan and this WRSP. Individually, major and minor amendments must have supporting findings which document their consistency with the sections above. For Minor Amendments, the Community Development Director shall include the findings in a letter of approval, a copy of which is to be kept on file with the City. Findings required are:

- Changes have occurred in the community since the adoption of the WRSP which warrant approving the proposed amendment.
- The proposed amendment is consistent with the City of American Canyon General Plan.
- The proposed amendment will result in a public benefit to neighborhoods within the WRSP.
- The proposed amendment will not result in any unmitigated impact to adjacent properties.

- The proposed amendment will enable the delivery of services and public facilities to the population within the WRSP.

## 9.7 Subsequent Entitlements

The WRSP sets in place the vision and approach to development of the property within the WRSP. As a part of implementing the WRSP vision, additional entitlements are required. Some of these may be processed in conjunction with the WRSP, but most will likely follow the adoption of the WRSP. The entitlement approvals anticipated to be granted by the City of American Canyon subsequent to adoption of the WRSP are described below. The City's process for these entitlements will apply.

### 9.7.1 MAPPING AND DESIGN PERMITS

#### 9.7.1.1 SUBDIVISION MAPS

Development proposals requiring division of property will require the filing of a subdivision map and review and approval by the City of American Canyon. Tentative maps must be consistent with the goals, objectives, policies and standards set forth in the WRSP. All subdivisions within the WRSP will be governed by the State Subdivision Map Act (Government Code Sections 66410-66499.58) as well as City of American Canyon regulations and policies not included in the WRSP (see Municipal Code Chapter 18.22).

All projects with approved maps must submit final subdivision maps to the City Engineer for review and approval. Final maps must be consistent with the tentative map, must include all information required by the City of American Canyon Municipal Code, and will be governed by the Subdivision Map Act (Government Code Sections 66410-66499.58). Subdivision maps must be recorded prior to the expiration of the tentative maps. Multiple final maps may be filed with each phase of development when approved as part of the tentative map entitlement stage.

#### 9.7.1.2 IMPROVEMENT PLANS

Implementation of the WRSP will require the submittal and approval of improvement plans by the City. Improvement plans must include detailed engineered grading, street improvement and utility plans for both on and off site improvements. All improvement plans shall comply with the requirements of the WRSP and other City standards not otherwise specified in the WRSP.

#### 9.7.1.3 DESIGN PERMITS - ARCHITECTURE AND SITE APPROVAL

All Architecture and Site approvals require a Design Permit. Development proposals shall be consistent with the goals, policies and regulations of the WRSP and shall implement the Community Design Guidelines set forth in the WRSP, Appendix A. Architectural and Site Approval shall be required for all development within the Watson Ranch Area and shall be subject to review and approval of the City staff and Planning Commission pursuant to the City of American Canyon Municipal Code Sections 19.41.010 through 19.41.060. Applications shall provide a site development plan, architectural design drawings, landscaping plans and any other information deemed necessary by the American Canyon Community Development Director. All Design Permits may be processed concurrently with Tentative Tract Map application(s).

A single Design Permit may be processed for the NVR&G Area. The Design Permit will include all that area defined as NVR&G on Figure 4.2 and may include the adjoining open space properties (Quarry Lake Park, Community Center Site and Community Plaza) and will include the Parking Management Plan (PMP). This Design Permit may serve as a master plan for the ongoing implementation of the NVR&G by phase as reflected in Figure 9.2.

#### 9.7.1.4 CONDITIONAL USE PERMITS

Uses defined as conditional uses under each of the land use categories within the WRSP shall be subject to the City of American Canyon Municipal Code Section 19.42.020. An application for conditional use permit shall be submitted to the City of American Canyon for review by City staff and the Planning Commission. The Planning Commission shall review the application at a properly noticed public hearing and consider approval or denial of the Conditional Use Permit pursuant to the required findings set forth in 19.42.020 (D).

#### 9.7.1.5 OTHER APPROVALS

Other approvals as may be required by the City of American Canyon and any other public agency having legal jurisdiction regarding development and use of property within the WRSP (e.g., final map approvals, execution of subdivision improvement agreements, building permits, certificates of occupancy, etc.).

### 9.7.2 ENVIRONMENTAL REVIEW/CEQA EXEMPTION

In advance of adopting this WRSP, the City of American City Council Certified an Environmental Impact Report (EIR)

evaluating the significant environmental impacts associated with buildout of the WRSP and adopted mitigation and monitoring program which has been incorporated by reference into the WRSP.

Under the California Environmental Quality Act (CEQA), the WRSP is a “project” subject to evaluation of potential adverse impacts to the environment. The information obtained in a project’s environmental review provides decision makers with the insight necessary to guide policy development, thereby ensuring that the WRSP’s policies will address and provide the means to avoid potential environmental impacts.

Although the EIR and the WRSP are separate documents, it is important to note that the environmental review process has been an integral component of the planning process to ensure the WRSP’s sensitivity to critical environmental concerns. The WRSP was reviewed as a project anticipated to be developed over an extended period of time. This approach enabled the City of American Canyon to comprehensively evaluate the cumulative impacts of the WRSP and consider alternatives and area-wide mitigation measures in conjunction with the adoption of the WRSP.

Subsection (a) of Government Code Section 65457 states: “Any residential development project, including any subdivision, or any zoning change that is undertaken to implement and is consistent with a WRSP for which an environmental impact report has been certified after January 1, 1980, is exempt from the requirements of Division 13 (commencing with Section 21000) of the Public Resources Code. However, if after adoption of the WRSP, an event as specified in Section 21166 of the Public Resources Code occurs, the exemption provided by this subdivision does not apply unless and until a supplemental environmental impact report for the WRSP is prepared and certified in accordance with the provisions of Division 13 (commencing with Section 21000) of the Public Resources Code. After a supplemental environmental impact report is certified, the exemption specified in this subdivision applies to projects undertaken pursuant to the specific plan”.

A large portion of the WRSP involves residential neighborhoods that will be eligible for the exemption from CEQA under this provision.

As specific development projects are proposed within the boundary of the WRSP, the City of American Canyon will evaluate if any additional environmental review is required under CEQA. The environmental document and review process required will depend on the nature of the project and circumstances at the time.

## 9.8 Unit Transfers

It is the intent of the WRSP to permit flexibility in adjusting unit and product mix in response to market demand. Transfers of residential units between neighborhoods and residential land use categories are permitted as long as the overall number of units does not exceed the total project entitlement of 1253 units. Additionally the area density resulting from unit transfers shall not exceed the maximum allowable density for each residential Land Use-Zoning category specified in the WRSP. The number of units in each land use category (MDR-12, MDR-16, HDR) as defined by WRSP (see Table 4.1a) may be increased administratively a maximum of 10%. Unit transfers must be identified as part of a final subdivision map and are subject to the approval of the Community Development Director. There is no limit on the total unit decrease in any given neighborhood.

Up to 10% of the total units may be transferred from the residential area to the Mixed Use area (NVR&G) as integrated mixed use residential units. This allocation of density may also be applied to the Hotel on a unit to room equivalent (e.g. 10 units = 10 rooms).

The request for unit transfer may be administratively approved by the Community Development Director. Each request must specify the total number of units being adjusted, including a summary showing what area the units are transferring from, with a running total for the entire WRSP of individual ownership.

Unit transfers must not result in impacts beyond those identified in the WRSP Environmental Impact Report.

This page intentionally left blank.

# APPENDIX A DESIGN GUIDELINES

## A.1 Purpose and Intent of the Design Guidelines

The Watson Ranch Specific Plan (WRSP) design guidelines seek to create a unique, memorable identity to reinforce the City of American Canyon as a destination within Napa County.

This design direction utilizes simple forms with an architectural palette appropriate to wine country living. The design guidelines are statements that describe the desired visual character within the WRSP. They are working tools that implement the Vision and Design Strategy provided in Chapter 4. The design guidelines address issues that are primarily aesthetic in nature.

The design guidelines establish a range of encouraged design approaches while allowing for flexibility and innovation. The design guidelines are designed to provide the City of American Canyon with the necessary assurance that the WRSP Area will develop in accordance with the quality and character proposed herein; and to provide guidance to City staff, the Planning Commission, and the City Council in the review of future development projects in the WRSP Area.

The design guidelines address each land use; Napa Valley Ruins & Gardens (NVR&G), HDR, MDR and LDR Residential, Parks, and Open Space; and general categories of community monumentation, as well as walls and fencing. The intent of the design guidelines is to encourage innovative, quality design for all areas of the WRSP Area.

Per City of American Canyon Code, all development proposals must be reviewed by the Planning Commission. Any changes to a building and/or facade for any land use submitted after Planning Commission approval should be reviewed and approved administratively by the planning director or the designee. Should they deem that there has been too great a modification to the plans previously recommended for approval by the Planning Commission and approved by City Council, then the particular building elevations shall be re-submitted for review and approval.

## A.2 Sustainability Design Guidelines

The sustainability of a community depends on creating and maintaining its economic and environmental health. It is important that for communities to be successful, they develop principles and a collective vision for the future that applies an integrative approach to environmental, economic, and social goals. The WRSP aims to achieve a high level of sustainability incorporating a three tier approach to sustainability through an effective management of resources at all levels of planning, design, and construction .

### TIER 1 DESIGN GUIDELINES

The first tier involves using sustainable principles in community design and overall master planning. An integral relationship exists between how a community is planned and developed through its form, configuration, and use along with its capacity to meet its social, environmental, and economic needs. Community form, which represents the needs and priorities of the community, directly influences community capacity to sustain itself into the future. The sustainability design guidelines used in the overall planning of the WRSP Area include:

- Vehicle miles travelled should be reduced through the provision of a mixed-use community that accommodates a wide range of uses.
- A wide range of housing types should be provided that allow for varied housing opportunities.
- Non-vehicular circulation should be emphasized through the creation of compact, interconnected walkable blocks.
- A healthy lifestyle should be promoted through an integrated system of trails and pedestrian connections.

- Narrow street sections should be provided to reduce surface runoff and reduce urban heat island effect.
- Environmentally sensitive areas should be preserved where possible.
- Existing structures and materials at the NVR&G should be reused where possible.
- Features such as electric charging stations and solar panels should be provided at key community destinations.
- Wherever applicable, the project shall promote community-wide awareness on sustainability through outreach and education. Awareness techniques may include, but not be limited to LEED certified buildings incorporating signage on the sustainable design features on the built environment, landscape signage educating the community on sustainability techniques in the natural environment, and community-wide classes and seminars to make the residents aware of what they can do to help.
- Incorporate horizontal mixed-use into the community to create a walkable, pedestrian friendly community with less need for automobiles.
- If possible, accommodate a public transit stop centrally located near the core activity hub.
- Reduce the energy consumption in homes by the use of energy efficient design and construction methods. These could include, but not limited to:
  - High Performance Attics;
    - o High Performance Walls;
    - o High Performance HVAC Systems
    - o High Performance Windows;
    - o Tankless Water heaters; and
    - o Cooling Ventilation and house fans;
  - Consider incorporating a “cool roof” which reduces the amount of heat conducted to the building. This can be achieved by using highly reflective or “cool color” roofing products.
  - Outdoor lighting should incorporate fixtures that produce light using light-emitting diodes (LEDs) which use at least 75 percent less energy than incandescent lighting.
  - Residences and public/commercial buildings should be designed to accommodate electric vehicle charging stations.
  - Incorporating signage on the sustainable design features on the built environment, specifically LEED certified buildings.
  - Homebuilders providing buyers with a system option for the homes to include photovoltaic (solar) and solar water-heating systems. Being solar-ready may include:
    - o Having a designated solar zone
    - o Adequate electric capacity
    - o Designated conduit and plumbing paths
  - Commercial parking incorporating photovoltaic (solar) panels over the parking, or solar turbines located on the light poles to harvest energy.

## TIER 2 DESIGN GUIDELINES

The second tier involves a commitment to using sustainable green building techniques. The technology exists to create buildings that are smarter, more energy efficient, and healthier than those of the past. Homes and commercial buildings should be built incorporating the finest building and energy saving techniques available. The sustainable green building techniques that might be used in the built form include:

- Passive energy should be used to reduce dependency on mechanized energy systems.
- Recycled, refurbished or sustainability farmed building products should be incorporated.
- A lifecycle analysis should be used when choosing building materials.
- Homes and buildings should meet strict energy performance standards by incorporating ENERGY STAR compliant products such as appliances, building, heating and cooling, and lighting products in an effort to reduce greenhouse gas emissions.

## TIER 3 DESIGN GUIDELINES

The third tier involves a commitment to sustainable landscape techniques. The desire to create community in accordance with green building principles influences the decisions regarding the landscape design, recreational programming, and physical layout of each development area. The sustainable landscape techniques that may be used include:

- Drought tolerant plants should be selected to reduce water consumption based upon:
  - o Their adaptability to the natural conditions of the site.
  - o Protection and preservation of native species and natural vegetation
  - o Disease and pest resistance
  - o Water-conserving plant and turf species
  - o Selection of plants from the East Bay Municipal Water District’s “Plants and Landscape for Summer-Dry Climates” as the primary reference.
- Plant materials should be selected that promote a diversity of flora and fauna.
- Recycled water for landscape should be considered to reduce the consumption and demand of potable water.
- Pursuant to Zoning Ordinance Chapter 19.22.040 no turf is permitted in front yards and in other areas turf areas should be minimized.
- Low impact development principles should be implemented to reduce the impact of the development on the natural environment.
- Incorporate infiltration beds, swales, and basins into the design of a project to allow water to collect and soak into the ground, as required by local agency.
- Utilize pervious or porous surfaces (permeable pavers or blocks) to minimize runoff.
- Encourage the use of rain harvesting or catchment technologies (rain gardens, canisters, etc.)
- Projects shall incorporate The City of American Canyon Model Water Efficient Landscape Ordinance (MWELO) into the design.

### A.2.1 SUSTAINABLE LANDSCAPE

Sustainable landscape practices proposed for the WRSP Area may include Low Impact Development techniques, innovative irrigation technologies and water conservation, drought-tolerant landscape, and energy conservation.

### A.2.1.1 LOW IMPACT DEVELOPMENT (LID) LANDSCAPE

The term LID refers to storm water management techniques that use vegetation and open space to optimize natural hydrologic processes and reduce stormwater runoff.

Areas incorporated within the WRSP Area that provide treatment include, NVR&G, parks, community gardens, detention basins and open space. All project areas should incorporate the following sustainable landscape practices;

- Large canopy street trees should be used wherever appropriate to intercept rainwater, encourage root uptake, and facilitate evapotranspiration.
- Bio-retention systems in conjunction with vegetated swales should be incorporated where appropriate in open space and other landscape areas.
- Where space allows, residential areas should include landscape treatments that provide on-lot detention, filtering of rainwater, and groundwater recharge.
- Where suitable, permeable surfaces such as unit pavers, turf block, gravel and permeable concrete, should be used in place of paving;
- Tree and plant species for bio-retention and bio-swale areas should be selected from the approved plant palette shown in Appendix A.

### A.2.1.2 IRRIGATION AND WATER CONSERVATION

Irrigation systems should be designed to conserve water resources by efficiently and uniformly distributing water. Less watering, fertilizing, and chemical control required for landscape design reduces the need for irrigation and associated water use.

- Irrigation design should follow California Department of Water Resources ordinances, Napa County Water Ordinances and tailored to the climate of American Canyon.
- Irrigation should be provided for plant establishment.
- All public areas, rights-of-way, and community landscaping should have an automatic irrigation system.

- Use of low volume spray heads and drip irrigation systems should be maximized.
- New irrigation techniques and drip irrigation systems should be used for efficient delivery of water.
- Irrigation design should accommodate hydrozones accordingly, separating high, medium and low water-use plants.
- Automatic irrigation systems should include a rain shutoff valve or weather based control system.
- Shrubs and trees should be irrigated with a drip system or MPR heads to provide deeper, more even watering and promote water conservation.
- Irrigation controls should be screened from view from the street by landscaping or attractive site materials.
- Soils should be mulched with 3 inches of organic material to reduce evaporation, keep the soil temperature even, and control weeds.

#### A.2.1.3 DROUGHT TOLERANT LANDSCAPE

- Plant selection should emphasize the use of native, drought-tolerant, long-lived, pest-resistant plant species that are well adapted to the climatic and soils conditions of the site.
- Turf should be limited to parks or other active uses and high visibility areas as allowable.
- Low groundcover and drought tolerant grasses should be used as an alternative to turf wherever possible.



*Native, drought tolerant landscaping*

- Sustainable maintenance techniques should be used through the use of organic fertilizers and weed/pest control products through literature provided to future residents, including local resources for procurement of drought-tolerant plant materials.

#### A.2.1.4 ENERGY CONSERVATION

- Planting design should consider location and orientation when adjacent to buildings to maximize solar orientation and reduce building heating and cooling.
- Landscape around buildings should be designed to provide shading in the summer months and solar access during the winter.
- Energy-efficient landscaping techniques are encouraged such as use of local materials, and on-site composting, to reduce green waste hauling.

### A.3 Landscape Strategy

The landscape design for the WRSP Area emphasizes drought-tolerant, native and edible landscaping and provides abundant trees for beauty, definition of spaces, habitat enhancement, and comfortable & healthy community in American Canyon. Attractive and shaded streets, parks, community gardens, buffers, and trails will establish strong community character and quality living environments, both in the near future and in the long term. In addition, the WRSP incorporates green infrastructure or low impact development landscape practices.



*Drought tolerant landscaping*

### A.3.1 OVERALL LANDSCAPE DESIGN GUIDELINES

The following design guidelines pertain to all initial planting within the WRSP Area. As applicable, landscaping within the WRSP Area will be subject to any special requirements identified by soils or inherent drainage conditions.

- Plant materials should be selected from the plant palettes in Appendix A, with an emphasis on native and adaptive plants, where appropriate.
- Substitutions or additions may be considered based on the suitability of the species in terms of similarity of form, adaptability, tolerance to site soils, climatic conditions or water quality, or other pertinent characteristics.
- The plant list is not intended to be exhaustive but to provide a clear guide for selection.
- Additional plants may be used that are compatible with this list and are consistent with the intent of these Guidelines.
- Plant selection should emphasize the use of drought-tolerant, long-lived plant species that are well adapted to the climatic and soils conditions of the site.
- Planting design should consider year-round interest and seasonal character through the careful use of flower, leaf color and texture.
- Landscape design should provide effective screening of parking areas, retaining walls, utility enclosures, utility cabinets, service areas, or transportation corridors to reduce negative visual impacts.
- Screening landscape should incorporate evergreen plant species in order to maintain year-round leaf cover.
- Plant selection should avoid the use of tree species with invasive root systems near utility lines and paving and avoid the use of non-native, invasive species that may spread into open space areas.
- Street trees should be placed in parkway strips between the curb and sidewalk, with drought tolerant shrub and ground cover plantings to encourage sidewalk use.
- Pedestrian trails or walkways with ornamental plantings may provide enhanced landscape within the various neighborhood communities.
- Landscaping is required where development is visible from major public roadways and public facilities including trails.
- Tree planting location and species should consider the need to preserve solar access, views, and fire safety requirements.
- All plants should be carefully selected to avoid toxic species that could be harmful to children or cause allergic reactions.
- Landscape plans for all areas where the developer is required to install landscaping should be prepared by a landscape architect registered to practice in the State of California.



*Edible Landscape*



*Community Garden*

### A.3.2 COMMUNITY GARDENS AND EDIBLE LANDSCAPE

The use of edible landscaping will be important in expressing the healthy living theme of the WRSP Area. In addition to NVR&G and neighborhood gardens, edible landscaping may be used almost anywhere in commercial and residential sites, trails, parks, and other open spaces so that residents can enjoy the benefits of edible plants integrated into their daily lives.

- Planting should combine non-edible and edible species such as combinations of fruit and nut trees, berry bushes, vegetables, herbs, edible flowers, and ornamental plants.
- Edible landscape designs should resemble an ornamental garden and create balance, unity, rhythm, interconnection, and pattern in the landscape while integrating a host of food-producing plants into the design.
- Fruit-bearing trees, if used, should be planted to not overhang paved areas or trails.
- Landscape design should emphasize the use of nectar-producing and flowering plants that supply food, shelter, and breeding habitat for beneficial insects that pollinate edible crops and control pests.
- Gardens for butterflies, hummingbirds, and native bees should be used.
- Climbing vines such as grape and kiwi should be used for arbors, pergolas, fence lines, or trellises.

## A.4 Residential Design Guidelines

While a well-organized land use and circulation plan is important, it does not create a pleasant and memorable community. Identity deals with the perception of the community as we experience it, not in plan form or from an airplane. The intent of the residential Design Guidelines is to craft architectural forms that create visually appealing neighborhoods.

### A.4.1 NEIGHBORHOOD CHARACTER DESIGN GUIDELINES

Neighborhood character is based upon a combination of circulation patterns, architecture, and landscape forms. The following guidelines should be considered during the neighborhood design process.

- Open ended cul-de-sacs should be utilized where practical.
- Long stretches of homes should not back onto streets or open space amenities such as parks and paseos. Where homes back onto open space amenities, open view fencing should be used.
- Inappropriate street termination points such as a bedroom window or an alley should be avoided.

### A.4.2 ARCHITECTURAL CHARACTER

Building on the character of the NVR&G, residential architecture should be form based and equally reserved



Sufficiently sized front porches to encourage use



Distinct, visible balconies



Signature detailing

in the use of ornamentation. Materials such as smooth stucco, wood, and metal roofing should be used. Detailing should be of wood and metal. A mix of rich but muted colors with bold accents can provide vibrancy to a streetscape. Form-based architecture should result in simple structures where gable and shed roofs with tower elements should be used as accents and focal points.

#### A.4.2.1 CREATE VARIETY ALONG THE STREETScape

Creating building relationships and massing that demonstrate variety and individuality will add to the sense of place.

- There may be a mix of two and three story homes within the community.
- Unvarying repetitive facades that present a monolithic development should be avoided.

- Where practical, windows should be placed to minimize privacy conflicts.
- Visual interest in the streetscape should be created through building articulation and a variety of forms between buildings.
- There should be varied wall plane lines.
- There should be publicly visible balconies, veranda, porches, and arcades.
- Front porches should be sufficiently sized to be usable.
- There should not be repetitive, unarticulated building forms.
- Unarticulated roof forms should not be set on a constant wall plate height.



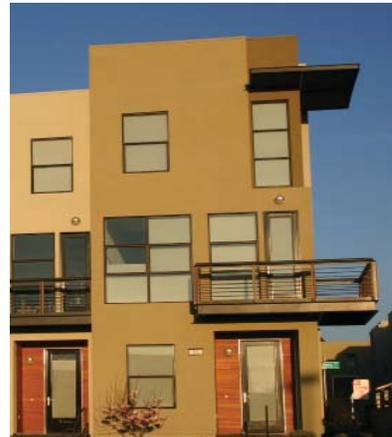
*Appropriate use of accent material to create a signature architecture style*



*Stucco finish with metal roof*



*Appropriate change of materials to accent design intent*



*Smooth stucco finish with accent material*

#### A.4.2.2 PUBLICLY VISIBLE FACADES

Equal concern should be given to side elevations on corner lots and rear elevations where visible to the public. There should be articulation and relief on these “public” faces.

- The “wrapping” of articulation, materials and architectural details on the sides and rears of homes should present these sides to the public.
- Unadorned flat side and rear elevations should not face onto open space areas and public streets.
- Porch elements are encouraged to wrap the corner at corner lots.
- Side elevations that face a public street should be enhanced with additional windows, pop-outs or bays, chimneys, stepped rooflines or balconies as appropriate.

#### A.4.2.3 MATERIALS AND DETAILING

Residential building materials should be appropriate to the community character:

- Signature detailing should establish the community’s architectural character in form, color, and materials.
- Abruptly disharmonious and monolithic architectural style, color, and material should not be used.
- Where buildings are predominantly stucco, they should have as smooth a finish as practicable. Heavy stucco textures are strongly discouraged.
- Siding materials including stucco, lap siding, board and batton, corrugated steel.
- Accent materials include brick, stone, tile, wood trim, sills or headers, metal roofing, and wrought iron.
- Roofing materials should include dimensional composite shingles and metal roofing.
- Half round gutters and round downspouts should be used.
- Changes in materials should occur at inside corners where the building plan changes direction, or where they accent the design.
- Style “appliqué” details should be avoided.

#### A.4.2.4 ENTRANCES

Entries should be given special attention as a whole system including the door, side windows, porch and entry wall.

- Entries should be inviting from the street.
- Adequate weather protection should be provided.
- Where homes occur on corners opportunities to wrap the porch to the side should be explored.

#### A.4.2.5 REDUCING THE VISUAL IMPACT OF STREET-FACING GARAGES

Where street facing garages occur on single family detached homes, lessening the impact of garage doors on the streetscape is important in the creation of pedestrian oriented neighborhoods

- Driveway pavement should be reduced to the minimum functional width.
- Living space or architectural elements should be forward of the garage doors.
- Sectional garage doors should have appropriate panel detailing and window panels, and be recessed into the building plane.

#### A.4.3 RESIDENTIAL LANDSCAPE GUIDELINES

Each Neighborhood should further support the community theme by providing private landscapes that connect and blend into the larger setting and character of the WRSP Area. Private landscapes include all private front yard landscapes and any residential common area landscapes such as those landscapes included as part of a Homeowner Association. Private landscapes should contain a pleasing mix of Neighborhood Identity plants as identified at the end of this section.

The predominant ground plane in each lot shall be planted with groundcovers, turf or shrubs to maintain an open character and view corridors throughout the community while providing neighborhood identity. The use of turf in the front yard is strongly discouraged.

Maintenance of residential landscape beyond the establishment period shall be the responsibility of the Homeowner, to the extent that it occurs within the legal property of each lot; except for certain easement areas on lots where the landscape will be established and maintained by an HOA.

### A.4.3.1 WALLS AND FENCING

Fences and walls should be built according to the design criteria and be of the materials indicated in these Design Guidelines. Retaining walls over eighteen (18) inches in height should be of masonry or poured in place concrete construction, and any retaining wall over three (3) feet shall not be installed without structural calculations developed by a structural engineer. All wall locations, heights, and finishes shall require approval of the City of American Canyon.

Fencing and walls at property lines, and between neighborhoods and adjacent to land uses are highly visible and are a major component of the visual landscape. The goal of fencing and walls in the WRSP Area is to maintain an open park setting that unites and blends private landscape with the lake, parks, open spaces and urban areas while providing a sense of privacy and security to homeowners with sound attenuation.

### A.4.3.2 RESIDENTIAL LANDSCAPE GRADING AND DRAINAGE

All site surface drainage from private landscapes should be conducted to a storm water quality treatment system by the Builder.

Mounding and earth berms are discouraged as part of Private Landscape design.

### A.4.3.3 RESIDENTIAL LANDSCAPE IRRIGATION

The WRSP is committed to water conservation and the efficient use of water through innovative and accepted irrigation practices. Irrigation designers shall use current water use guidelines and tables, state-of-the-art irrigation equipment, and automatic controllers capable of multiple programming.

- Drip irrigation is encouraged particularly in small planting areas.
- Overhead irrigation systems may be used in larger planting areas.
- Overspray onto paving, fences or walls should be avoided and soil erosion shall be minimized by the use of in-line or in-head check valves.
- Turf areas should be irrigated by an overhead spray or rotor system or by subsurface irrigation drip tubing. Overspray onto paving, fences or walls shall be avoided and soil erosion should be minimized by the use of in-line or in-head check valves.
- All valves and equipment should be located adjacent to buildings where feasible and visually screened from public view.
- No irrigation equipment should be located in such a way so as to create a safety hazard to persons or property.



*Variety of shrubbery*



*Appropriate landscaping adjacent to sidewalks*

- Operating manual and scheduling charts should be provided to all Homeowners, Maintenance Companies, Associations, or Agencies.
- As-built plans should be prepared and provided for any Common Area Systems, such as may be used in HOA or LLD jurisdictions.

#### A.4.3.4 RESIDENTIAL LANDSCAPE PLANTING DESIGN

Planting layout and design should be conducted with knowledge of plant material habits and varieties as a guide for proper spacing and combinations. The ultimate size and growth speed of plant materials should be considered to achieve an interesting, diverse landscape effect.

- Residential Local Street trees should be chosen from the appropriate Neighborhood Local Residential Street Tree Lists.

#### A.4.3.5 PRIVATE COMMON AREA LANDSCAPES RESIDENTIAL

Private Common Area Landscapes surrounding high-density housing or alley-loaded units will be determined by the Developer/Builder and should exhibit the landscape characteristics of the Neighborhood in which it is located. Planting materials should follow the same criteria and Neighborhood Identity Plant lists.

#### A.4.4 RESIDENTIAL STREET LANDSCAPING

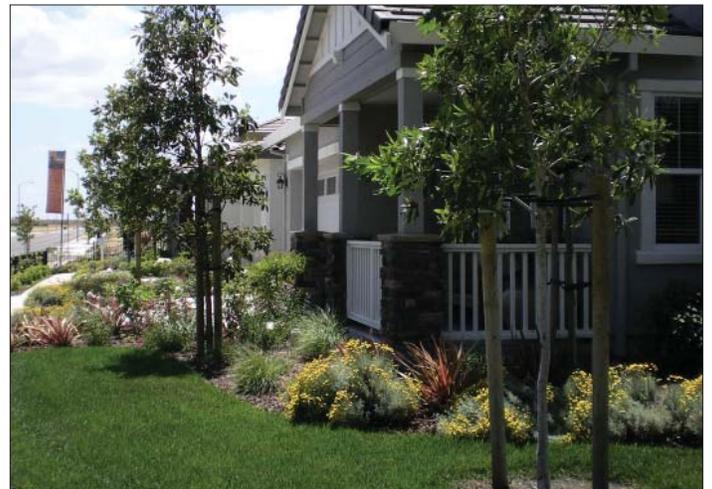
The overall landscape design concept for public streets is to create a distinct village by blending public and private landscapes and reflecting historic materials and styles found in the region. The landscape should also mirror the

organizing elements of surrounding rural and agricultural landscapes and emphasize connections between residential neighborhoods, using California adapted plant species that provide scale, color and seasonal interest.

- All 'ground plane' landscape materials including shrubs, groundcovers and turf should conform to the City of American Canyon.
- Groundcover should be used in parkways on loop parkways, collectors, enhanced locals, or residential locals per the City of American Canyon.
- Any trees planted in parkways should be irrigated separately from groundcovers and shrubs with approved tree bubblers.
- Turf should not be allowed in medians or parkways.
- Project walls and private yard fences should be landscaped with varying heights of plant materials and a variety of vines within the right-of-way to provide a pleasing appearance along the streetscape.
- In areas where adjacent parking lots are planned, a minimum planting screen with a minimum height of 30 inches and a maximum height of 36 inches should be designed through the use of shrubbery, landscape berming, low walls, or a combination of these elements.
- All streets should have continuous street tree planting located within parkways and medians.
- The street tree canopy should provide a sense of enclosure, shade and separation of pedestrian and vehicular uses.
- Street tree planting of Arterial Roads and Collector Roads should provide continuity and orientation



*Drought tolerant landscaping*



*Residential landscaping*

PLANT COMMUNITY

BOTANICAL NAME	COMMON NAME	PLANT COMMUNITY						EDIBLE	LOW WATER USE
		RESIDENTIAL NEIGHBORHOOD	NEIGHBORHOOD PARKS	PARKS & OPEN SPACE	OPEN SPACE BUFFERS	QUARRY LAKE PARK	NAPA VALEY RUINS & GARDENS		
<b>TREES</b>									
Arbutus 'Marina'	NCN								
Arbutus unedo	Strawberry Tree								
Betula pendula	European White Birch								
Camellia	Camellia								
Carpinus fastigiata	European Hornbeam								
Cedrus deodara	Deodar Cedar								
Cercis canadensis	Eastern Redbud								
Citrus sp.	Orange/Kumquat								
Cupressus sempervirens	Italian Cypress								
Eriobotrya deflexa	Bronze Loquat								
Ginkgo biloba	Maiden Hair Tree								
Lagerstroemia faurei	Crape Myrtle								
Laurus nobilis 'saratoga'	Grecian Laurel								
Liquidamber styraciflua 'festival'	American Sweetgum								
Magnolia 'St. Mary's'	Magnolia								
Malus sp.	Apple								
Maytenus boaria	Mayten Tree								
Melaleuca sp.	Paper Leaf Tree								
Melaleuca quinquenervia	NCN								
Olea europaea	Olive								
Palm trees	Palms								
Pistacia chinensis	Chinese Pistache								
Pinus eldarica	Japanese Black Pine								
Pinus pinea	Italian Stone Pine								
Platanus acerifolia 'Columbia'	London Plane Tree								
Populus nigra 'Italica'	Lombardy Poplar								
Prunus sp.	Cherry/Plum								
Prunus sargentii 'columnaris'	Sargent's Cherry								
Punica granatum	Pomegranate								
Pyrus calleryana 'Chanticleer'	Flowering Pear								
Pyrus calleryana 'Bradford'	Flowering Pear								
Quercus agrifolia	Coast Live Oak								
Quercus lobata	Valley Oak								
Quercus virginiana	Southern Live Oak								
Tilia cordata	Little Leaf Tilden								
Ulmus parvifolia 'True green'	Chinese Elm								

<b>SHRUBS</b>													
Abelia x grandiflora	Dwarf Abelia	Yellow											
Arbutus unedo	Strawberry Tree		Green							Red		Orange	Brown
Aloe spp.	Aloe												
Arctostaphylos spp.	Manzanita	Yellow	Green	Green				Purple		Red			
Artemisia 'Powis Castle'	NCN												
Camellia spp.	Camellia	Yellow											
Ceanothus spp.	Wild Lilac						Blue						Brown
Chondropetalum spp.	Cape Rush								Purple				Brown
Cuphea hyssopifolia juncus spp.	Rush	Yellow											
Cyanara cardunculus var. scolymus	Globe Artichoke		Green	Green		Blue		Purple		Red			
Dietes spp.	Fortnight Lily	Yellow	Green	Green				Purple		Red			Brown
Feijoa sellowiana	Pineapple Guava											Orange	
Grevillea canberra 'Noellii'	NCN	Yellow	Green	Green				Purple		Red			Brown
Hemerocallis spp.	Evergreen Daylily	Yellow	Green	Green				Purple		Red		Orange	
Lavandula spp.	Lavender	Yellow											Brown
Leucophyllum spp.	Texas Ranger	Yellow	Green	Green									Brown
Myrtus communis	Myrtle												Brown
Nandina domestica 'Compacta'	Dwarf Heavenly Bamboo												Brown
Osmanthus fragrans	Sweet Olive	Yellow	Green	Green									Brown
Penstemon spectabilis	Showy Penstemon	Yellow											Brown
Perovskia atriplicifolia	Russian Sage												Brown
Phlomis fruticosa	Jerusalem Sage												Brown
Phormium spp.	New Zealand Flax	Yellow	Green	Green				Purple		Red			Brown
Potentilla spp.	Cinquefoil	Yellow											Brown
Prunus virginiana	Chokecherry		Green	Green		Blue		Purple		Red		Orange	
Punica granatum	Non-Fruiting Pomegranate												Brown
Rhamnus spp.	Coffee Bush						Blue						Brown
Rhaphiolepis indica	Indian Hawthorn	Yellow	Green	Green				Purple		Red			Brown
Ribes spp.	Currant		Green	Green		Blue		Purple		Red		Orange	
Rosa spp.	Rose	Yellow	Green	Green		Blue		Purple		Red			Brown
Rosmarinus spp.	Rosemary		Green			Blue		Purple		Red		Orange	Brown
Rubus fruticosus 'Triple Crown'	Thornless Blackberry		Green	Green		Blue		Purple		Red			Brown
Salvia spp.	Sage	Yellow	Green			Blue		Purple				Orange	
Salvia leucantha	Mexican Bush Sage							Purple		Red			Brown
Santolina spp.	Lavender Cotton	Yellow											Brown
Vaccinum ovatum	Evergreen Huckleberry		Green	Green		Blue		Purple		Red		Orange	
Viburnum spp.	Viburnum	Yellow											Brown
Westringia fruticosa	Coast Rosemary		Green	Green				Purple		Red			Brown
Woodwardia spp.	Giant Chain Fern	Yellow						Purple		Red			Brown
<b>VINES</b>													
Actinidia deliciosa	Kiwifruit		Green	Green		Blue		Purple		Red		Orange	
Campis radicans	Trumpet Vine	Yellow											Brown
Distictis buccinatoria	Blood Red Trumpet Vine	Yellow	Green	Green									Brown
Gelsemium sempervirens	Carolina Jasmine		Green	Green									Brown
Jasminum polyanthum	Pink Jasmine		Green	Green									Brown
Parthenocissus tricuspidata	Boston Ivy		Green	Green									Brown
Passiflora edulis 'Maypop'	Passion fruit		Green	Green		Blue		Purple		Red		Orange	
Vitis spp.	Grape		Green	Green		Blue		Purple		Red		Orange	
Wisteria spp.	Wisteria	Yellow											Brown

<b>GROUNDCOVER</b>													
Abelia Prostrate Form	NCN												
Arctostaphylos spp.	Prostrate Manzanita	Yellow	Light Green	Green	Light Blue	Purple	Red						
Ceanothus spp.	Prostrate Wild Lilac		Light Green		Light Blue								
Coprosma spp.	Coprosma	Yellow											
Cotoneaster spp.	Cotoneaster		Light Green	Green		Purple	Red						
Fragaria chiloensis	Wild Strawberry	Yellow	Light Green				Red						
Fragaria x ananassa	Garden Strawberry		Light Green	Green	Light Blue	Purple	Red		Orange				
Juniperus spp..	Juniper			Green									
Lantana montevidensis	Lantana	Yellow	Light Green			Purple	Red						
Myoporum parvifolium	NCN		Light Green	Green		Purple							
Rosa spp.	Groundcover Rose												
Rosmarinus spp.	Rosemary				Light Blue				Orange				
Salvia spp.	Sage				Light Blue				Orange				
Tuecium spp.	Germander						Red						
Thymus spp.	Thyme		Light Green	Green			Red		Orange				
Trachelospermum asiaticum	Jasmine	Yellow	Light Green										
Verbena spp.	NCN	Yellow	Light Green				Red						
<b>GRASSES</b>													
Acorus spp.	Forest Grass	Yellow											
Carex spp.	Sedge	Yellow	Light Green	Green			Red						
Eleocharis spp.	Spike Rush	Yellow	Light Green	Green			Red						
Festuca spp.	Fescue	Yellow	Light Green	Green	Light Blue		Red						
Juncus spp.	Rush		Light Green	Green			Red						
Leymus spp.	Wild Rye	Yellow	Light Green	Green		Purple	Red						
Miscanthus spp.	Eulalia Grass	Yellow	Light Green	Green	Light Blue	Purple	Red						
Muhlenbergia capillaris	Hairy Awn		Light Green	Green	Light Blue	Purple	Red						
Pennisetum spp.	Fountain Grass	Yellow	Light Green	Green	Light Blue	Purple	Red						
<b>TURF</b>													
Fescue Turf	Fescue	Yellow	Light Green	Green	Light Blue	Purple	Red						
Festuca rubra	No-Mow Fescue	Yellow	Light Green	Green	Light Blue	Purple	Red						

throughout the community.

- Specific tree species and tree spacing should conform to the specific guidelines described in this section.
- Street tree planting on enhanced local roads and local residential roads should be designed to encourage pedestrian use, shorten the perception of walking distances and provide shade and seasonal interest.
- All street trees located within five feet (5') of any paving or utilities should be provided with root barriers as approved by the City of American Canyon.
- All street trees should be planted from minimum 15 gallon box containers.
- The ground plane in the parkways on Collector Streets should have irrigation systems separating planter zones from the tree zones
- The planting area between the back of sidewalk and the right-of-way on Collector Streets should be planted with a combination of shrubs and groundcovers according to the adjacent land use and the presence of walls.
- All street trees planted in the right-of-way or adjacent easement on Local Streets should be from 15 gallon box containers and planted a minimum of 30' on center in single straight rows in the parkway.
- Community entry nodes should be enhanced with accent trees and shrubs to further define and enhance vehicular and pedestrian circulation.
- Parkway along Residential Local Streets should be groundcover as approved by the City of American Canyon with street trees from the approved list at the end of this section.
- Each street tree in the parkways should have irrigation systems separating planting area zones from the tree zones.
- Street trees on Residential Local Streets should be a minimum 15 gallon box container size, have a caliper of not less than 1-1/2 inches and have a minimum crown size of three feet in diameter per the City of American Canyon.
- All proposed street trees and designs should be based on most currently available guidelines and approved lists from the City of American Canyon.

- Lists of Residential Local Street trees for use in each of the neighborhoods are provided at the end of this section.

#### A.4.5 RESIDENTIAL LIGHTING GUIDELINES

The goal for the site lighting design is to provide a comfortable level of illumination that meets the community's needs for orientation and safety in a way that complements the aesthetic qualities of the architecture and surrounding environment. A family of light fixtures is selected for the development that recognize the different qualities of the land uses while creating a consistent design theme throughout the community. The quality of the light fixtures, the lighting intensity, and source controls provide criteria that will establish a high quality experience to this important aspect of design.

- High efficiency fixtures and sophisticated optics should be used to direct light where it is needed without creating excessive glare.
- Long lasting LED lamps should be used to minimize energy use and lamp replacement.
- Lights should be placed where they are needed for specific uses, rather than a continuous foot-candle requirement across the site, allowing for the appreciation of the dark sky in the residential neighborhoods.
- To preserve the quality of a dark sky at night, high intensity light fixtures should include a shielded light source that reduces the view to the light source.
- Pole lights are proposed for the lighting of the streets in the neighborhoods. The fixtures should have a shielded light source, with optics that direct the light down to the ground so that the light source is not visible outside of the light distribution area.
- Street identification signs and traffic control signs should be mounted on light poles to integrate these elements into the design and minimize the number of poles at intersections.
- Pole lights used for residential streets should be placed in parks to preserve the quality of the overall community.
- Low intensity lighting in some of the park spaces should be used to provide orientation and a sense of security.
- Pole lighting should be used along the multi-purpose

path throughout the community to encourage use of this amenity into the evening.

- Lighting should provide an even distribution of light that minimizes glare.
- No direct view to light sources should be visible from off site.
- Where lighting is provided, fixtures should utilize house side shields and cut-off optics to reduce light spill over the property line.
- Pedestrian pole light fixture locations should not conflict with the pattern of tree planting along the roads and parking lots.
- Pole-mounted lights should be used sparingly in the Civic Park Plaza and the use of illumination encouraged for pedestrian circulation and less ambient light at night.
- Illuminated bollards should be used primarily along pedestrian pathways to encourage evening strolls.
- Accent lighting should also be used sparingly and primarily for the use of highlighting nodes or destination spaces.

#### A.4.6 RESIDENTIAL MAILBOX DESIGN GUIDELINES

- Mailbox materials should be consistent with architectural theme.
- Multibox stations should be designed to replicate architectural details and colors.



*Linear outdoor seating, along sidewalks*

## A.5 Napa Valley Ruins & Gardens Design Guidelines

The mixed-use NVR&G is a unique area made up of several different uses including retail, residential, office, commercial, visitor service including hotel and events center, entertainment, recreation, civic, and community facilities. This blending of uses creates an urban fabric with distinct, yet connected areas.

As the “heart” of the WRSP Area, the NVR&G creates the hub of activity for the overall community. The quality of design is important to the perception of the Watson Ranch community. Architecture and landscaping should create a village atmosphere where people are comfortable to mix and mingle and desire to return to over and over again.

### A.5.1 COMMUNITY CHARACTER DESIGN GUIDELINES

The NVR&G will create a strong focal point for the new community. While having the flexibility to be the setting for community gatherings and special events, the area must also provide for comfortable, more intimate resting spaces. This is a place where all residents and visitors should feel comfortable whether they are a participant in an activity such as an art fair or street performance, or quietly sipping coffee, spending time with family, shopping, people watching or playing checkers.

#### A.5.1.1 THE PEDESTRIAN ENVIRONMENT

NVR&G should create an environment where people are comfortable walking and spending time and incorporating the following Design Guidelines:



*Enclosed outdoor seating, in a courtyard*

- Provide for a mix of sizes of businesses that creates a pedestrian friendly atmosphere.
- Create strong pedestrian links to the rest of the WRSP Area.
- Provide unique and pedestrian scaled lighting fixtures.
- Trellis, awnings and other weather protection devices are encouraged.
- Significant intersections should be highlighted with bollards, street furniture, special paving, accent trees and opportunities for monumentation or public art.

Outdoor seating areas should be provided to create gathering places for residents and visitors in order to enhance a village atmosphere.

- Focal points should be created with features such as signature landscaping, fountains, outdoor performance areas, or opportunities for public art.
- A generous amount of outdoor seating should be provided and should include both sunny and sheltered areas.
- Both hard surface and planted areas should be incorporated into the design.
- Existing concrete plinths should be investigated for inclusion in the design as seating elements.

The pedestrian linkages are an important feature of the mixed-use environment. These areas are furnished with enriched materials and furnishings that create a comfortable, convenient, and entertaining experience. With the exception of features created as public art, the

furnishings should be in a similar family of style, color, and finish to create a refined and uncluttered appearance.

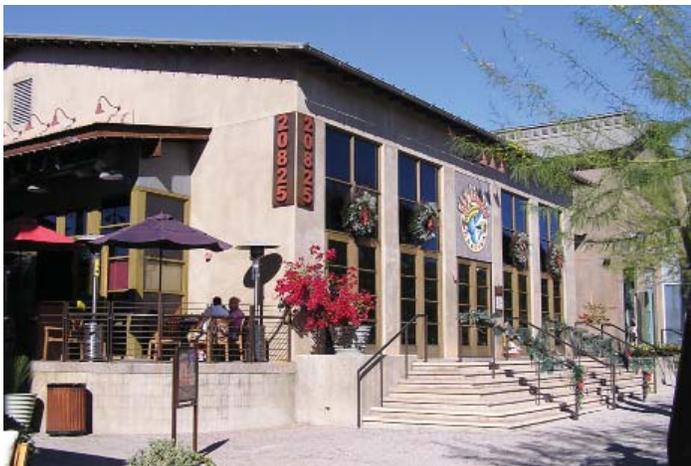
- Seating areas should be created using benches, chairs, seat walls, and steps and may include informal seating on raised planters, steps, and benches cast into the plaza areas.
- Newspaper racks should be of one cohesive design and integrated into the landscape design.
- Bicycle parking should be integrated into the landscape design to place these elements in a discrete manner, or be of unique design as public art.
- Bollards may be placed to provide separation from autos at pedestrian crossings.
- Trash and ash receptacles should be placed at convenient locations.

Various decorative paving material should be incorporated into the design.

- Locations include pedestrian crosswalks, prominent pedestrian intersections, building entries, gateways, social activity areas and other focal points.
- Paving materials should complement adjacent architecture.

## A.5.2 NVR&G ARCHITECTURAL DESIGN GUIDELINES

The architectural character of the NVR&G is intended to create a unique and memorable place within the City of American Canyon and the region. The aesthetic draws



*Buildings relate to the street*



*Distinct but related forms and material use to create a sense of place*

from the visual strength and simplicity of the concrete ruins as well as from the vineyard heritage of Napa County. Even though the ruins are over 100 years old, their simple shapes form a very contemporary backdrop for the community.

### A.5.2.1 BUILDING ENTRANCES

- Buildings shall be oriented to face streets or other public spaces.
- Entrances should be well marked, articulated, and oriented to streets and open space.
- Entrances should provide opportunities to create unique addresses along the street through use of elements such as distinctive form, detail, materials, color, ornament, lighting and signage.
- Street addresses should be clearly displayed and must comply with applicable sign regulations (see Section 6.5 for signage regulations).
- Entrances to uses above the ground floor should be identifiable as building entrances.
- The design of a secondary side or rear entry should be architecturally related to the front entry and enhanced with detailing, trim, and finish consistent with the character of the building.

### A.5.2.2 MASSING AND FORM

- Roofs should match the building in terms of style, detailing and materials and should contribute expressive and interesting forms that add to the overall character of its environment.

- The location, spacing, materials, and colors of downspouts, gutters, scuppers, and other roof drainage components should be incorporated into the architectural composition of the façade and roof. Downspouts should be concealed within walls or located to harmonize with window spacing and façade composition.
- Any mechanical penthouses and stair towers should appear as integrated building forms and shall be structures that complement the design of the building through the use of similar materials, colors, finishes and architectural details.
- Rooftop equipment should be located away from the street edge and/or screened so that it is not visible from streets or other public spaces. Screening should complement the design of the building through the use of similar materials, colors, finishes and architectural details and appears to be an integral part of the building's form.
- Attached equipment such as solar collector panels, antennas, satellite dishes, etc. should be integrated into the project architecture or screened from view.

The main area of the ruins creates a series of cloisters. New buildings within the cloisters of the ruins should have a contemporary aesthetic.

- Any building within the southern cloister should have a prominent roof shape that pays homage to the roof structure on the round building. This bold form would create a focal point within the ruins complex.



*Use of trellis / awning to weather protection and to lend a pedestrian scale to street level*



*Long walls punctuated with 3 dimensional details*

- Architecture within the NVR&G should be form based, and not rely on ornamentation.
- Building should have lines clean and shapes that define interior space.
- Commercial structures should have strong simple forms that are made up of fairly monolithic materials such as concrete and stucco.
- Wood and metal detailing should be used to soften these simple forms.

The residential uses within the NVR&G should respect the same aesthetic. Town homes or condominiums should create an urban streetscape. They should address the street as row homes with front porches or stoops.

### A.5.2.3 BUILDING FACADES FACING PUBLIC SPACES

Public visible facades of all buildings should have the same level of articulation and quality of details and materials as the front of the building.

- Where long expanses of blank wall are unavoidable, they should be articulated and softened with 3-dimensional details, planters, vines and other landscaping.
- A composition of distinct but related forms should be used.
- Loading and service areas for commercial uses should be integrated into the overall building composition.



*Use of high quality material in public spaces*



*Simple, yet prominent roof forms as an architectural element.*



*Architecture and material of existing ruins set a precedent*



*Strong simple concrete / stucco forms with wood and metal details*

- Architectural enclosures should be designed as integral elements of the building architecture
- Long unbroken forms and flat planes are discouraged.

Buildings facades facing public spaces should incorporate 3-dimensional facade elements that lend a pedestrian scale to the street level.

- Trellises or permanent awnings should be incorporated where appropriate for shade and weather protection.
- Arcades, wide overhangs, deep reveals, permanent awnings, etc. should be used.

Roof design should be integral to the overall building design.

- Parapets should screen rooftop mechanical equipment from ground level view.
- Tower elements should be included at key locations to provide points of interest along the streetscape.
- Roofline variation should be created by differing plate heights.

#### A.5.2.4 BUILDING MATERIALS

Building materials should be appropriate to the community character and suited to commercial construction.

- Materials such as stucco, masonry, storefront glazing and well-detailed precast concrete should be used.
- Accent materials such as brick, stone, tile, and anodized or painted metals should be used.



*Materials reflect the industrial history of the site*



*Facades facing public spaces with articulation*



*Color and material relate to the context*

- Any changes in materials should occur at inside corners where the building plane changes direction.
- Mirror glazing should not be used.
- Where used, stucco should have with as smooth a finish as practicable. Heavy stucco textures are discouraged.
- Accent materials include stone; tile; wood trim, sills or headers; metal roofing and wrought iron.
- Roofing materials include dimensional composite shingles and metal roofing.
- Half round gutters and round downspouts should be used.
- Changes in materials should occur at inside corners where the building plan changes direction.
- Color and material changes should occur at inside corners.
- Mirror and reflective glass is discouraged.
- Vinyl and aluminum siding is discouraged.
- Brick, stone or other masonry should not “float” above the ground plane, but must be detailed such that it can continue either to the ground or to a concrete shelf or edge in the foundation so that its “weight” is visually supported. Simulated finishes must be a level of quality to appear authentic.

### A.5.3 NVR&G LANDSCAPE DESIGN GUIDELINES

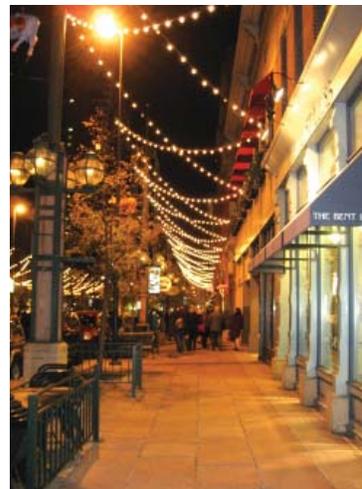
Landscaping of the NVR&G will draw heavily from classic images utilizing olive trees, Italian Cypress, lavenders, roses and a variety of ornamental grasses. The center cloister should include unique paving materials specially selected to enhance the outdoor experience, along with providing for formal functions. Shade tolerant plant materials should be encouraged for landscape planters and interior low light situations. The central portion of the NVR&G should incorporate both soft surface materials and unique organic paving, a formal fountain, and formal planting areas to allow for large gatherings and functions. Around the perimeter of the ruins the planting concept should be reminiscent of an Italian hill town, with a variety of soft textures and flowing landscape. Olive trees, ornamental grapes coexist with the stark lines and dramatic shapes of the ruins, softening edges and defining spaces.

#### A.5.3.1 NVR&G PLANTING DESIGN GUIDELINES

- Olive trees, turf areas, and ornamental grasses should dominate the landscape adjacent to the ruins structures.
- Turf areas should foster outdoor spaces and gathering areas.
- Ornamental grasses should be used primarily to convey informality and rustic charm.



*Ornamental street perimeter that compliment the architectural style of the buildings*



- Olive trees should be planted in rows symbolic of orchards in Italy and the Napa Valley.
- Lavenders, roses, and evergreen groundcovers should be primarily used to enhance entries, highlight sitting areas, and line walkways.

### A.5.3.2 NVR&G STREET FURNITURE/ SEATING DESIGN GUIDELINES

Street furniture will add to the unique architectural environment of the NVR&G.

- Street furniture should be designed to foster comfortable, accessible, interactive public areas.
- Street furniture should be constructed of durable non-weathering materials utilizing recycled or eco-friendly materials where practical.
- Seating should be provided with a variety of furnishings such as benches, chairs, and low walls with landscape features such as salvaged plinths.
- Other street furniture should include waste and recycling receptacles, decorative planters and pottery, bicycle racks, flag poles, and drinking fountains.

### A.5.3.3 NVR&G PARKING LOT LANDSCAPING DESIGN GUIDELINES

- Landscaping for parking areas should include large dome-shaped canopy trees to provide shade in hot summer months while allowing winter sun exposure.
- Parking lot trees should have a root barriers.

- Understory planting should be primarily with low-growing (+24”), drought tolerant, evergreen groundcover or grasses.

### A.5.4 NVR&G LIGHTING DESIGN GUIDELINES

These lighting design guidelines provide criteria that will provide a comfortable level of illumination that meets the community’s needs for orientation and safety in a way that complements the aesthetic qualities of the architecture and surrounding environment. A family of light fixtures is selected for the development that recognize the different qualities of the land uses while creating a consistent design theme throughout the community. The quality of the light fixtures, the lighting intensity and source controls provide criteria that will establish a high quality experience to this important aspect of design.

#### A.5.4.1 LIGHT FIXTURE DESIGN GUIDELINES

- High efficiency fixtures and sophisticated optics are encouraged to direct light where it is needed without creating excessive glare.
- Long lasting high pressure sodium lamps are suggested to minimize energy use and lamp replacement.
- Lights are placed where they are needed for specific uses, rather than a continuous foot-candle requirement across the site, allowing for the appreciation of the dark sky in the residential neighborhoods.
- To preserve the quality of a dark sky at night, high intensity light fixtures should include a shielded light source that reduces the view to the light source.



*Lighting integrated to the landscape to highlight gathering spaces*



*Unique signage*

- Plazas and walkways should utilize a combination of decorative pedestrian scale pole and illuminated pedestal or bollard lights selected to complement the architectural style of the buildings.
- Wall mounted fixtures should be used where appropriate on the building elevations to supplement the pole lights and to complement the building architecture and should be scaled appropriately.
- Arms for banners and flower baskets should be provided in the main street and plaza areas to provide seasonal decorative opportunities and add a festive quality to the environment.
- Special lighting features to further animate the spaces encourage nighttime use. Ambient lighting such as pole mounted low intensity “string of pearl” lights as well as uplights and lanterns in trees are concepts that would be appropriate to create festive lighting.
- Wall mounted niche lights may also be used to provide indirect light sources to further articulate walls, steps, and signs within the plaza.

#### 5.4.2 PARKING LOT LIGHTING DESIGN GUIDELINES

- Parking lots should be lit with a high efficiency pole fixture to provide an even distribution of light while minimizing glare.
- Lamps combined with sophisticated optics and sharp cut off features should be selected to direct all of the light to the ground.

#### 5.4.3 RUINS LIGHTING DESIGN GUIDELINES

- Lighting for the ruins surrounding gardens should include a unique monument pilaster light.

#### 5.4.4 LANDSCAPE LIGHTING DESIGN GUIDELINES

Landscape lighting is designed to contribute to the extended daily use of mixed-use districts. Lighting helps to create welcoming visible spaces and accentuates design features such as public art, concrete columns and pedestrian travel routes.

- Pole mounted lights should be used for socializing and active use areas.
- Illuminated bollards should be used for circulation and travel routes.
- Ambient lights should be used for entries, steps, and tree up-lights.
- Landscape lighting for the NVR&G should be designed primarily for accent purposes.
- Small accent lighting may be used for the up-light of trees, ambient light for specimen planting, building edges, steps, and entries.

#### A.5.5 SIGNAGE DESIGN GUIDELINES

These guidelines are intended to result in functional, attractive signage incorporating a high level of design, graphics, and efficient maintenance throughout the WRSP Area. These signage design guidelines apply to retail, office and, other commercial uses.



Signs that are unique and reflective of the industrial history of the site

All signage within the WRSP Area shall conform to the specific requirements, spirit, and intent of the City of American Canyon code provisions regulating signage, unless otherwise stated. If there are any inconsistencies between the City of American Canyon regulations and the WRSP, the guidelines in the WRSP will take precedence.

### 5.5.1 GENERAL SIGN DESIGN GUIDELINES

The building architecture should be designed to accommodate signage and other graphics as an integral part of the building design.

- Illuminated signs should be fixed and directed to control and avoid light pollution
- Individual letter characters are encouraged.
- Metal signs may be made of aluminum, brass, bronze, copper, or stainless or welded steel.
- Raised “Halo” letters on building face; pedestrian oriented blade signs; sculptured cantilevered signs; non-internally lit signs with lighting from a secondary source; and artistic neon signs backed by building face or storefront are encouraged.
- Signage is intended to be unique and original for each establishment and executed with a high degree of craftsmanship.



Community art

## A.6 Community Art and Monumentation

### A.6.1 COMMUNITY ARTS PROGRAM

The WRSP strongly supports the inclusion of community art as an enrichment of the public community space. Art blended with urban design in the NVR&G can add value to the experience of the place. Community art should not only be an individually commissioned pieces, but an attitude towards the elements that make up the public realm as experienced within a community. Given the unique identity established by the NVR&G, community art can have a complementary role in energizing and defining the spaces. The NVR&G may include items such as:

- A thoughtful and carefully selected lighting program that uses fixtures to establish a character.
- Adding banners and hanging planters or other



Art in community gathering spaces



Infrastructure as art

decorative items to lighting fixtures.

- Special paving to highlight areas within the community of special interest.
- Low walls and seating areas that are designed to encourage pedestrians to linger and fully experience a space.
- Landscape architecture elements such as custom benches, trash receptacles or bike racks
- Rethinking standard infrastructure items such as man hole covers and tree grates, that typically are “off the shelf” items, but in focal point places, can be created as a custom art piece.
- Incorporating focal points for commissioned permanent or rotating art.
- Preservation of particularly creative graffiti art on the ruins themselves, or wall space dedicated to shows of street art.
- Providing small venue spaces for performance art.
- Building facade elements such as mosaics, frescos and custom iron work.
- A custom wayfinding/community signage program.
- Interactive fountain or water elements.

Key to the quality of the community environment is eliminating visual clutter by creating a cohesive program of street furnishings such as trash receptacles, and newspaper vending fixtures. These features should be provided on a community wide basis and are regulated as part of the WRSP.



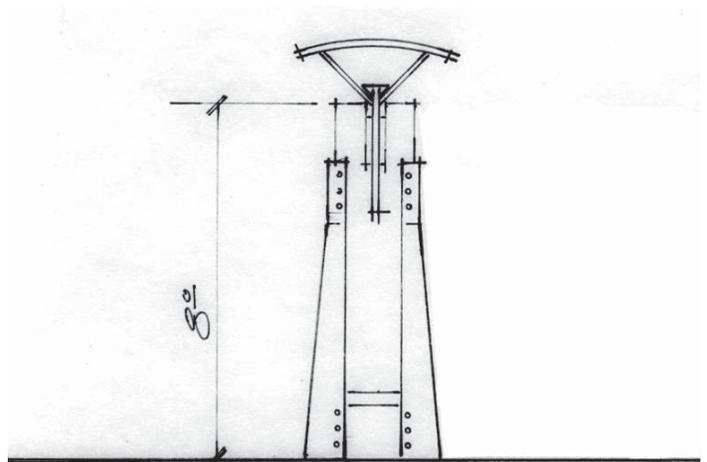
*Community monumentation as art*



*Creating a sense of place*



*Community Identification*



*Freestanding tower*

## A.6.2 COMMUNITY MONUMENTATION

A cohesive program of community identification, from the community threads which tie all aspects of the community together within the context of varied architecture.

Community monumentation is a strong visual element that defines and enhances a community's special sense of place. These elements define a district within the greater context of a town. The community's personality is displayed by these features. The icons of classic communities are traditionally monuments that signalize your arrival and an entry or focal point.

- The palate of identification for the WRSP Area is based upon the free standing monuments that exist as part of the ruins.
- The monumentation may include pilasters, low walls, or strategically placed pieces of community art.
- They may also be a focal point created as an element of a building such as a tower, or a publicly visible landscape or retaining wall.

The design of the community identification is unique and takes its cues from the ruins. Materials have a permanence to them, complement the architecture of the community or create a counterpoint, and may include materials such as steel or other metals, concrete, tile, brick, stone and glass. A typical pilaster monument is shown here.

Monumentation locations are identified on the following plan:

## A.7 Walls and Fencing Design Guidelines

### A.7.1 GENERAL DESIGN GUIDELINES FOR WALLS

- Walls and fences are to be minimized to the greatest extent possible and their design should be complementary to the building architecture.
- Site walls should be made of materials complementary to the building architecture palette.
- Walls, which are located in visually prominent locations, should be decorative and faced with a material such as stucco or stone.
- Concrete retaining walls should only be used where

necessary for structural and spacial requirements.

- Plantings should be utilized to minimize the visual impact of all retaining walls.
- Walls, fencing materials and colors should complement adjacent architecture. Typical fence designs are shown here.

### A.7.2 GENERAL DESIGN GUIDELINES FOR FENCES, SOUNDWALLS AND VIEW FENCES

- Fences throughout residential landscapes should be constructed of wood, metal, masonry, or a combination of these products to maintain the community theme and provide continuity.
- There are four (4) distinct levels of fencing and walls, such as standard privacy fencing, enhanced privacy fencing, enhanced soundwalls, and view fences.
- Standard six-foot (6') high privacy fencing of a 'good neighbor' type should be used on all fences located



*Combination of Fencing Materials*



*Traditional residential wood fence*

between private lots which are not visible to the public view.

- Fencing should be constructed of weather-resistant wood products and should have a continuous wood cap covering the ends of all posts and fence boards.
- All wood fencing should be sealed and stained with clear finish products.

### A.7.3 RESIDENTIAL NEIGHBORHOOD FENCING DESIGN GUIDELINES

- Enhanced 6' high privacy fencing should be used on any fence visible to the public view and should be created using weather-resistant wood products, an enhanced horizontal 'decorative' top, a horizontal 'plain' bottom, and decorative post caps.
- All wood fencing should be sealed and stained with clear finish products.
- View fences should be located along any property line between public and private property which abut the public open spaces such as the parks and areas where landscape views are to be maintained.
- View fences should be 6' in overall height from finish grade and should be constructed primarily using wire mesh and decorative tubular steel.
- Where no low wall or fence defines the front yard, side/rear fences between homes should be set back at least eight feet from the fronts of garage.

## A.8 Crime Prevention Through Environmental Design (CPTED) - Design Guidelines

CPTED design guidelines should be used during all processes of the design, from initial concept planning to execution and also at all levels, from community wide planning to individual homes.

The four elements of CPTED include:

#### 1. Natural Surveillance

Natural Surveillance is a design concept directed primar-

ily at keeping intruders under observation. It utilizes design features to increase the visibility of a property or building. The proper placement and design of windows, lighting, and landscaping increases the ability of those who care to observe intruders as well as regular users, and thus provides the opportunity to challenge inappropriate behavior or report it to the police or the property owner. When natural surveillance is used to its greatest advantage, it maximizes the potential to deter crime by making the offender's behavior more easily noticeable to a passing individual, police patrol, or private security detail.

It also involves providing a good visual connection between residential and/or commercial units and public environments such as streets, common areas, parks, sidewalks, parking areas and alleys.

#### 2. Natural Access Control

Natural access control employs elements like doors, shrubs, fences, and gates to deny admission to a crime target and to create a perception among offenders that there is a risk in selecting the target. The primary thrust of an access control strategy is to deny access to a crime target and to create a perception of risk to offenders. Physical and mechanical means of access control—locks, bars, and alarms can supplement natural access control measures if needed. A fence around a neighborhood playground is an example of an access control measure that protects children from wandering off and inhibits entry of potential offenders.

#### 3. Territorial Reinforcement

Territorial reinforcement employs such design elements as sidewalks, landscaping, and porches to help distinguish between public and private areas and helps users exhibit signs of "ownership" that send "hands off" messages to would-be offenders. The concept of territorial reinforcement suggests that physical design can create or extend a sphere of territorial influence and potential offenders perceive that territorial influence. For example: low walls, landscape and paving patterns to clearly define the space around a unit entry as belonging to (and the responsibility of ) the residents of the unit.

#### 4. Maintenance

Lastly, care and maintenance allows for the continued use of a space for its intended purpose. Deterioration and blight indicate less concern and control by the intended users of a site and indicate a greater tolerance of disorder. Proper maintenance protects the public health, safety and welfare in all existing structures, residential and nonresidential, and on all existing premises by establishing minimum requirements.

# APPENDIX B GENERAL PLAN CONSISTENCY

## B.0 General Plan Policy

A “town center” should be established in proximity to the closed basalt plant which functions as the symbolic center of American Canyon. A wide diversity of uses characterized by a high level of activity should be accommodated, including government, retail, office, service, entertainment, housing, and open space. The center should be developed as a pedestrian-oriented village that is physically linked by pedestrian and bicycle trails and other elements to surrounding neighborhoods and districts.

Watson Ranch Specific Plan (WRSP) calls for housing, parks and open space, and a non-residential component – the Town Center Mixed Use area (TC-1 MU) also referred to as the Napa Valley Ruins & Gardens (NVR&G), which allows retail, entertainment, hotels, events center for weddings, receptions, farmers’ market, restaurants, winery, wine tasting and related uses. The WRSP also provides a site which would allow public and or private community facilities such as church, day care, non-profit community-oriented service or government offices.

The WRSP will function as the symbolic center of the city due to the following aspects:

- Retention of iconic structures such as the rotunda building.
- High level of activity programmed for the TC-1 MU area, including both public and private functions.
- WRSP Circulation Plan includes multi-use trails which link TC-1 MU subarea to the remainder of the WRSP, existing residential neighborhoods, and other off-site destinations.

## B.1 Land Use Element

**1.6.7 Work with local agricultural producers to consider the possible establishment of farmers markets, festivals, site tours, and other events that emphasize the agricultural and rural character of the region. (I 1.23)**

**1.11.8 Require that any lands proposed for dedication to the City (parks, schools, etc.) be usable and appropriate for the intended use and a source of funds to maintain the area be confirmed to ensure that inappropriate costs are not shifted to the City. (I 1.1, I 1.2, I 1.4, I 1.5, and I 1.8)**

Events and festivals open to the public such as a farmers’ market and community gardens are allowable uses for the TC-1 MU area.

The Implementation and Administration (Chapter 9) proposes the establishment of a Community Facilities District (CFD) and/or a Lighting Landscaping Assessment District (LLAD) to pay for the cost of public park maintenance, street lighting and other similar improvements. There will be Homeowners Association (HOA) for the residential portion of the WRSP. The HOA will maintain any private recreational facilities and common areas. See Implementation Chapter for financing information.

**1.12.1 Accommodate the development of parks, schools, libraries, community meeting facilities, religious facilities, and similar community-serving uses in all residential areas, provided that they are compatible with the intended residential function and subject to City review and approval. (I 1.1, I 1.2, I 1.4, I 1.5, and I 1.8)**

**1.15.4 Require that mixed use structures and sites be designed to mitigate potential conflicts between the commercial and residential uses, considering such issues as noise, lighting, security, and truck and automobile access. (I 1.1, I 1.4, I 1.5, 1.11, and 1.14)**

**1.15.5 Require that mixed-use developments be designed to provide adequate transitions with adjacent land uses, which may include horizontal and vertical setbacks, landscape, screening elements, and similar techniques. (I 1.1, I 1.4, I 1.5, 1.11, and 1.14)**

**1.18.4 Require that entertainment, drinking establishments, and other uses characterized by high levels of activity provide adequate physical, safety, and operational measures to prevent negative impacts on adjacent properties. (I 1.1, I 1.4, I 1.5, I 1.11, and I 1.12)**

**1.19 Provide for the development of a Town Center that physically and functionally serves as the symbolic and identifiable focus of community activities and events for the City of American Canyon and which is a regional destination within Napa Valley. The Town Center shall have two principal land use areas: (s) Town Center Core Area, and (b) Town Center Residential Neighborhoods. The Town Center Core Area shall mean the area around the basalt industrial ruins which will be developed with the land uses described in Policy 1.19.2 below to create a the residential areas portion of Town Center that surrounds the Town Center Core Area, which shall be developed with land uses described in 1.19.4 below**

The WRSP designates land for public parks. Other community facilities which may be developed as day care or other community facilities are allowable uses in the NVR&G.

While the TC-1 MU Land Use Category provides a list of allowable uses and development standards, the precise nature and intensity of such uses cannot be determined at the time of consideration of the WRSP.

While the NVR&G section provides a list of allowable uses and development standards, the precise nature and intensity of such uses cannot be determined at the time of consideration of the WRSP.

Potential conflicts between residential and commercial uses will be addressed in the context of subsequent approval when there is a specific development proposal.

The WRSP has two sub-areas: (1) Watson Ranch Residential and (2) NVR&G. The Watson Ranch Residential provides residential neighborhoods surrounding the nonresidential uses in the NVR&G subarea. The allowable uses and the proposed public improvements within the NVR&G:

- Provide a focal point for community activities in the Quarry Pond Park and Plaza
- Functions as a regional destination with such allowed uses as a hotel, winery, and specialty retail and events center.

**1.19.1 Ensure that the Town Center shall have two principal land use areas: (a) Town Center Core Area, and (b) Town Center Residential Neighborhood.**

**1.19.2 Require that the Town Center Core Area will**

**be the “downtown” for the City of American Canyon, centered around the basalt industrial ruins and quarry lake, including:**

**a. A rich diversity of land uses which may include government and community services, retail commercial, professional offices, entertainment, restaurants, cultural facilities (museums, libraries, etc.), visitor-serving facilities (hotels, information centers), event center/conference center, wineries, transit, parking, variety of housing types including single family attached and detached, townhouses, condominiums, mixed-use and apartments, and public park and other amenities;**

**b. A plaza to facilitate community gatherings and events**

**1.19.3 Require that the Town Center Core Area is surrounded by the Town Center Residential Neighborhoods in order to satisfy the City’s need for housing and to support the economic vitality of the commercial uses within the Town Center Core Area.**

**1.19.4 Provide for a broad range of housing types within the Town Center Residential Neighborhoods, including single family detached, attached single family, townhouses, condominiums, and apartments**

The WRSP consists of two principal land use areas. The Town Center Mixed Use area (NVR&G) corresponds to the Town Center Core Area. The remainder of the WRSP consists of residential uses, corresponding to the Town Center Residential Neighborhoods.

The TC-1 MU area provides for a diverse range of land uses. The land uses allowed include: specialty retail, restaurants, hotel, event center, wine tasting, winery, brewery, parking, open space and public park. This subarea land uses also include a variety of live/work residential.

The plan for the TC-1 MU area includes the provision of a 1 to 2 acre public plaza with an adjoining site for a community center.

The WRSP residential areas surround the TC-1 MU area (corresponding to the Town Center Core Area). Higher density uses are located more proximal to the TC-1 MU area and located to the south east and west. The densities then transition to lower densities moving away from the TC-1 MU to the north. The WRSP provides for a broad range of housing types including single family detached, attached single family, townhouses, condominiums, and apartments.

**1.19.5 Require that the Town Center Residential Neighborhoods provide sites for a public park and a public school, with the size of facilities corresponding**

**to the future population of the Town Center and which may allow community facilities that support residences**

**1.19.6 Provide for the extension of Newell Drive, which will define the eastern boundary of the Town Center, connecting with Highway 29 in the vicinity of Green Island Road and for the extension of South Napa Junction Road from Highway 29 to Newell Drive.**

**1.19.7 Determine the location of land uses within the Town Center through the subsequent approval of one or more Specific Plans.**

**1.19.8 Determine the range of residential densities allowed through the subsequent approval of one or more Specific Plans, with the guiding principle that, in general, densities will be highest around the Town Center Core Area with decreasing density further away**

**1.19.9 Determine the range of intensities of non-residential uses, as measured in building height and/or floor area ratio, through the subsequent approval of one or more Specific Plans, with the guiding principle that in general, intensity will be highest around the Town Center Core Area with decreasing intensity further away.**

**1.19.10 Provide for unified design standards and a cohesive development through the adoption of one or more Specific Plans for the Town Center**

The WRSP provides for approximately 23.26 acres of public parks and an elementary school site. The acreage of the public parks exceeds to the City's park land dedication policy of 5 acres of public park land per 1000 residents. The school site will accommodate an elementary school which could serve up to 600 students. The projected number of elementary students within the WRSP is 374.

The WRSP provides an alignment for Newell Drive along the eastern boundary of the property. The alignment is consistent with the Circulation Element depiction. This alignment is within the boundary of the WRSP and within the existing city limits.

The WRSP determines the location of land uses within the entire area designated by the City's General Plan as "Town Center".

The WRSP provides for three residential density categories: low density, medium density and high density.

The land plan shows that medium and high density areas are immediately around or within the NVR&G. The low

density residential is generally further from the NVR&G Area.

Chapter 4 contains a description of the range of non-residential uses within the WRSP. Appendix A contains design guidelines for WRSP.

**1.19.11 Ensure that the Town Center is a sustainable, "green" development through the implementation of low impact development practices, highlighted in Appendix A. Such features could include:**

- a. use of recycled water for landscape irrigation
- b. use of drought tolerant vegetation
- c. energy efficient buildings
- d. pedestrian and bicycle circulation system
- e. mix of land uses which reduce travel

**1.19.12 Require that the Town Center Core Area provide a pedestrian-oriented, "village environment, including a plaza as a gathering place for community activities.**

**1.19.13 Require the implementation of public streetscape improvements that uniquely identify the Town Center, including elements such as landscape, street furniture, signage, and lighting; public street sections may vary from citywide standards in order to create this unique identity.**

**1.19.14 Require that development of Town Center incorporate the natural and cultural resources on site including:**

**a. preserving portions of the basalt industrial ruins and incorporating them into the commercial and public activities, to the extent it is economically viable;**

**b. preserving the quarry lake as a future public park site, for the benefit of both Town Center residents and the residents of the City as a whole;**

- The WRSP details out low impact development practices, outlined in Appendix A.
- Requires use of recycled water for landscape irrigation for major park and arterial landscape parkways.

- Includes use of drought tolerant landscaping.
- Energy efficient homes, including the following menu of features or options.
- Includes an extensive system of neighborhood multi-use paths (pedestrian and bicycle) which links neighborhoods with parks, schools and commercial areas; in addition, the local paths will connect with two regional trails – Vine Trail and River to Ridge Trail.
- Features a mix of land uses including residential, school, parks, and commercial areas which will reduce automobile travel.

Residential neighborhoods within the WRSP are linked to the NVR&G Area through a system of multi-use trails. The NVR&G Area will include public gathering space such as a plaza which will accommodate gatherings for community events.

WRSP design guidelines, as contained in Appendix A, provide unique standards for the NVR&G Area.

A substantial portion of ruins will be activated, as described in the Reuse and Preservation Plan (Appendix C); those preserved portions will be incorporated into commercial and public activities.

The Quarry Pond will be preserved and the surrounding area will be dedicated to the city and improved as a public park.

**Development Policy: Community Subarea M – Town Center**

**Uses/Density:**

- **Location and types of land uses, residential densities and non-residential intensities shall be determined through approval of subsequent Specific Plan(s) (1.19.7)**

**Design and Development:**

- **WRSP required prior to development of any portion of the site (including land use plan, circulation plan, infrastructure plan, public facility plan, conceptual landscape plan, and similar elements) (1.19.10)**
- **Adherence to Town Center Design and Development Principles sections 1.19.10-1.19.14**
- **Create a “main street” design in the commercial**

**portion of the Town Center Core Area with such items as on-street parking, plaza and buildings constructed to the right-of-way line (1.19.12)**

- **Incorporate pedestrian and bicycle circulation linkages to the Community Commercial Center along Rio Del Mar**
- **Provide view corridors to the Napa River, valley, and foothills**
- **Encourage the retention and integration of existing structures previously used for the basalt plant operations**
- **Town Center Core Area will be centered around the basalt industrial ruins and quarry lake; this mixed-use area will have higher residential densities and higher intensity of non-residential uses; Residential Neighborhoods will surround the Core Area and will generally have lower residential densities and will include community facilities such as a park**

The WRSP identifies Land Uses, a range of residential densities and describes non-residential uses and densities.

WRSP is being proposed in advance of development of the area.

The circulation plan calls for a pedestrian and bike trail along Rio Del Mar to Highway 29.

A substantial portions of ruins will be preserved and re-used in accordance with the Preservation and Reuse Plan (Appendix C).

WRSP calls for Medium and High Density residential surrounding core area.

**1.32.5 Require the use of drought-tolerant species in landscape design in accordance with the provisions of the Water Conservation and Landscape Act. (I 1.1, I 1.2, I 1.4, I 1.5, I 1.7, and I 1.8)**

**1.32.6 Require that commercial, industrial, and multi-family residential development incorporate adequate drought-conscious irrigation systems and maintain the health of the landscape. (I 1.1, I 1.2, I 1.4, I 1.5, I 1.7, and I 1.8)**

The Design Guidelines in the WRSP address landscape design and the use of drought-tolerant species.

The WRSP Master Landscape Plan requires uses of drought-tolerant species.

# B.2 Housing Element

## PROGRAM 2.1.2

Sustain residential land use designations that:

1. **Include a minimum density for each designation's range of permitted densities.**
2. **Allow flexibility in the types of units that may be constructed in master-planned communities and other planned developments.**
3. **Include a density category that, when combined with an affordable housing density bonus, is sufficiently high enough to facilitate the development of lower-income housing.**

The residential portion of WRSP provides three density categories: LDR, MDR, and HDR. Each density category has a minimum and maximum density as defined by the City's General Plan.

WRSP will be a master planned community. It provides flexibility in the types of housing units as follows:

- Medium Density Residential allows single family detached, single family attached and townhouses
- High Density Residential allows both apartments and townhomes
- The Implementation Chapter 9 allows a density transfer, which means the redistribution of residential units from one planning area to another, under specified procedures and criteria

The High Density Residential has a density range of 18 to 30 dwelling units per acre

**Policy 2.2.1 Allow flexibility in the type of units developed on vacant, residentially designated properties in master-planned communities and other planned developments.**

**Policy 2.2.2 Require larger projects to include a mix of housing types**

**Policy 2.2.3 Encourage the development of residential uses in association with compatible nonresidential uses**

**Objective 2.3 Promote residential design that is functional, people and pedestrian-oriented, aesthetically pleasing, and contributes to a sense of community through the sensitive arrangement of buildings, open space (public and private), and circulation (vehicular and pedestrian). Encourage innovative and creative design in residential projects**

**Policy 2.3.1 Ensure that new residential development fulfills the above objective through the establishment and application of comprehensive design guidelines and development standards.**

**Objective 2.6 Expand the availability of affordable housing in American Canyon**

WRSP will be a master planned community. It provides flexibility in the types of housing units as follows: Low Density Residential allows both single family detached and secondary living units

Medium Density Residential allows single family detached, single family attached and townhomes High Density Residential allows both apartments and townhomes

The Implementation Chapter 9 allows a density transfer, which means the redistribution of residential units from one planning area to another, under specified procedures and criteria.

WRSP allows a broad range of housing types including single family attached, single family detached, townhomes, apartments, condominiums, and secondary living units.

WRSP proposed residential uses in conjunction with nonresidential uses.

The WRSP Circulation Plan provides an extensive system of multi-use trails linking the plan area and providing connections to regional trails. WRSP provides approximately 36 acres of public and private open space.

WRSP contains comprehensive design guidelines and development standards

WRSP does not call for the construction affordable housing within the project boundaries.

**PROGRAM 2.13.1 Require all residential projects of ten or more above moderate-income units to include affordable units**

The intent of the Inclusionary Alternatives is to provide options for developers while still meeting the City's affordable housing demand. Alternatives to providing on-site inclusionary units are 1) the provision of the units at an acceptable off-site location or 2) payment of in-lieu fees to the City's Housing Fund, to be used in the provision of housing affordable to lower-income households, or 3) the dedication of suitable land to the City for future inclusionary units, or 4) if the project exceeds its required inclusionary amount, the project owner may request inclusionary credits be counted toward another project subject to the approval of the City Manager

Included within Zoning Code Chapter 19.28 Inclusionary Housing Requirements is Section 19.28.050, Inclusionary Alternatives. Subsection B.2. states:

Provided, however, that the following alternatives to providing inclusionary units on-site may be approved by the decision-making body if it finds that evidence presented by the applicant shows that on-site inclusionary units are infeasible due to project size, location or site characteristics, or that the alternative would further housing opportunities for lower-income households to an equal or greater extent: The provision of some or all of the required inclusionary units at an offsite location.

The payment of an in-lieu contribution to the City equal to \$10,250.00 per unit in an ownership project. (The in-lieu contribution alternative is not available to rental projects.)

All fees shall be updated annually to adjust for market conditions.

Dedication of suitable land can be accepted as a substitute for payment of fees

The WRSP proposes that project will comply with the Inclusionary Housing Ordinance through payment of an in-lieu fee or its financial equivalent.

## B.3 Economic Development

### Town Center Development

The City currently does not have a Town Center. Designation of the basalt plant area to be a government center and a commercial core will provide at least one stimulus for further development in the long term.

3.6.2 Provide and promote opportunities for uses which capitalize on the City's proximity to the wine country and the airport, as well as take advantage of the City's natural resources. Consider tourist-supported commercial activities, such as a wine train depot, winery outlets, hotel, and golf course. (I 3.6)

3.7.1 Adopt a Specific Plan for the Highway 29 commercial corridor and Town Center to guide future developments. Provide for a cohesive urban design which creates and maintains an attractive image to ensure that the City captures its full potential share of market demand. (I 3.1)

Objective 3.8 In the long term, improve and strengthen the City's identity through the creation of a Town Center as a principal government and commercial center.

3.8.5 Encourage the development of uses in the designated Town Center area (e.g., theater complex, auditorium, cultural entertainment, dining, retail, or other) that would draw residents, promote foot traffic and provide evening activity. (I 3, 6)

The NVR&G provides for a variety of commercial uses within the NVR&G Area.

The NVR&G provides for commercial uses in and around the ruins of the Portland Cement Company structures and basalt plant structures. These structures provide a unique environment for specialty retail, wineries, special events and entertainment. Development of this unique property assists in establishing the City's identity and image.

The allowable uses within the NVR&G includes several regional (tourist-oriented) uses such as hotel, events center for weddings and receptions, winery and specialty retail.

The WRSP is the specific plan for the Town Center area. It will include design guidelines to ensure a cohesive and attractive design.

The NVR&G Area corresponds to the Town Center Core Area in the General Plan. It is planned as a mixed-use area where government uses are an allowable use.

The uses allowed in the NVR&G include uses that generate activity such as: specialty retail, events center for weddings and receptions, winery, brewery, hotel, restaurants, farmers market and outdoor amphitheater for entertainment.

## B.4 Circulation Element

Achieve and maintain a Multimodal LOS D or better for roadways and intersections during peak hours where possible and as long as possible. However, recognizing that LOS D may not be achievable or cannot be maintained upon full build-out of the General Plan, due to traffic generated from sources beyond the control of the City, the City Council shall have the discretion to only require feasible mitigation measures that may not achieve LOS D, but will reduce the impact of any development use or density planned for in the Land Use Element of the General Plan.

**1.24 Impacts of new development.** Based upon the findings of a transportation impact analysis, consistent with Guiding Policy 1.26, new development will be responsible for mitigation of transportation related impacts.

**1.34 Rights-of-Way fully within master plan boundaries.** Planning areas shall not use roadway centerlines as boundaries. Roadways shall be built to their full width within the annexed City limits. Part-width roads shall not be permitted where master plan areas abut unincorporated properties that are not expected to be annexed to the City within the time frame of this General Plan. Road rights-of-way that demarcate the edge of a planning area shall be fully contained within the development area boundary, and expanded only within that boundary.

**4.10 New railroad crossings.** Provide new crossings across the railroad (UPRR) in conjunction with the planned roadway improvements shown on Figure 3. The provision of new crossings will ensure at least one cross-town route is maintained in case rail activity interrupts local and regional traffic flow and/or emergency access. New crossings will be at: Rio Del Mar (below grade).

An Environmental Impact Report will be prepared by the City prior to its consideration of WRSP. A determination of the LOS will be made through the EIR process.

New development shall mitigate its share of transportation-related impacts.

The alignment for Newell Drive extension is proposed along the eastern boundary of the WRSP. The proposed roadway is entirely within the city limits and entirely within the boundary of the WRSP.

The WRSP incorporates a below grade crossing at Rio Del Mar connecting Highway 29 with Newell Drive. This will ensure a cross town connection without interruption by the rail activity. Construction would occur with the first phase of the development within WRSP.

## **B.5 Utilities Element**

**5.8.1** Require improvements to the existing water supply, distribution, storage, and treatment facilities necessitated by a new development proposal be borne by the project proponent (in proportion to benefit); either through the payment of fees, or by the actual construction of the improvements. (I 5.2, I 5.8, and I 5.9)

**5.10.3** Require that adequate storm drain and flood control facilities be constructed coincident with new development. (I 5, 24, 15,25, and I 5.33)

**5.11.** Require improvements to existing storm drain and flood control facilities necessitated by a new development proposal be borne by the project proponent; either through the payment of fees, or by the actual construction of the improvements in accordance with State Nexus Legislation. (I 5.30, I 5.31, and I 5.33)

**5.16.1** Require that the cost for improvements to the existing wastewater collection and treatment facilities necessitated by a new development proposal be borne by the project proponent in proportion to benefit; either through the payment of fees, or by the actual construction of the improvements. (I 5.51 and I 5.52)

The Infrastructure Chapter of WRSP identifies the improvements for water distribution, storage and treatment necessary to serve the proposed development. A Water Supply Assessment will be prepared in conjunction with the EIR. The WRSP states new development will not occur until the City determines there is sufficient water supply.

New development with WRSP will make a proportionate contribution to the City's water distribution, storage and treatment facilities.

The Infrastructure Chapter of WRSP identifies the storm water detention and conveyance facilities needed to serve the development. The WRSP states that appropriate storm water detention and conveyance facilities shall be constructed with each phase of development. These facilities will be designed and constructed to accommodate a 100-year storm event.

New development with WRSP will make a proportionate contribution to the City's wastewater collection and treatment facilities.

## **B.6 Public Services and Facilities**

**6.1.1** Work with the Napa Valley Unified School District to ensure that school facilities and programs are expanded commensurate with the City's population growth and development. (I 6.1 and I 6.2)

The WRSP Land Plan designates a 10-acre site for an elementary school. That the timing and scope of the elementary school facility shall be determined through a subsequent School Mitigation Agreement, between

the property owner(s) and the Napa Valley Unified School District

**6.1.13 Locate preschool and day care facilities in appropriate areas throughout the City to meet the needs of a growing population. Require master planned areas to designate sites for daycare facilities. (16.1 and I 6.4)**

The WRSP Land Plan includes the Town Center Mixed Use (TC-1 MU) area (NVR&G) where allowable uses include community facilities such as a community center site, preschool and day care uses.

## **B.7 Parks and Recreation**

**7.1.1 Provide a sufficient number of mini, neighborhood, community and regional park facilities to achieve a minimum standard of 5 acres of parkland per 1,000 residents (see Figure 5-1 and Table 5-1 for an illustration and explanation of existing park facilities). (I 7.1)**

**7.1.3 Work toward the establishment of a system of public parks interconnected by off-street trails or bicycle lanes. (I 7.1 and I 7.4)**

**7.2.5 Require all large scale developments to incorporate an internal trail system with linkages to the surrounding sidewalk network. (I 7.7)**

The WRSP Land Use Program allows for a maximum of 1253 dwelling units. Using the 3.49 persons per dwelling unit figure in the City's General Plan, the project would have 4373 residents. At 5 acres per 1000 residents, the standard for parkland for the WRSP is 21.9 acres. The WRSP Land Plan designates approximately 23.26 acres for public park and open space uses, exceeding the City standard.

As shown on Figure 5.1 of WRSP, the public parks are connected by a series of multi-use trails.

As shown on Figure 5.1 of WRSP, there is an internal system of multi-use trails which connect neighborhoods with public parks, commercial areas and regional trails.

**7.3.1 Establish the following classifications for American Canyon's parks:**

**a. Mini-Park-Mini parks are less than one acre in size and are not designed for active recreational uses. They do, however, provide passive open space and buffering from adjacent urban development and typically include elements such as walking paths and benches.**

**b. Neighborhood Park Neighborhood parks are usually two and a half to five acres in size and are primarily planned for children five to fourteen years of age. To maximize the use of the parcel, these parks are ideally located within the center of a neighborhood and sited adjacent to a school whenever possible. Recreation facilities typically provided in neighborhood parks include children's play areas (ideally equipped with a variety of play equipment for a range of users), picnic tables, and basketball courts. The service area for a neighborhood park is generally one-quarter to a one-half mile radius.**

**7.4.4 Require that adequate development and maintenance funds are available before new parklands are acquired. (I 7.24)**

**7.4.7 Require that new residential subdivisions dedicate parklands within their project boundaries, unless it is the City's objective to develop a park that serves the subdivision at an alternative location as specified in the Parks and Recreation Master Plan, in which case in-lieu fees shall be provided by the developer. (I 7.1 and I 7.3)**

**7.4.8 Require that new multi-family residential developments of five or more units provide recreational or open space facilities onsite and contribute fees that aid in the public development of other facilities to offset additional demands generated by their resident population. (I 7.1 and I 7.3)**

The WRSP Land Plan shows three large parks which serve the WRSP community. Park B is in the approximate center of WRSP and is adjacent to a public elementary school. The type of recreational facilities and recreational uses within each park will be determined through City approval of a conceptual park plan concurrent with a tentative subdivision map.

The parks within WRSP will be dedicated and improved by the project for fee credits. That policy also requires that public parks be maintained through a Lighting Landscaping Assessment District, which must be established concurrently with final subdivision map approval.

The dedication of park land shall occur through the City's approval of final subdivision maps.

The Development Standards require multifamily residential development to include private open space at a ratio of 80 square feet per dwelling unit and 150 square feet of common open space per dwelling unit. The common open space would provide for recreational and open space facilities onsite.

#### 7.7.4 Design and improve community and neighborhood parks according to the following:

- a. locate on collector or neighborhood streets, accessible to adjacent residential neighborhoods;
- b. site uses so that they do not adversely impact adjacent residences (e.g. locate high activity, noise-generating uses away from residences);
- c. provide parking so that it does not disrupt abutting residences;
- d. design for defensible space;
- e. site parks away from high noise generators (highways) and other nuisances (i.e. power lines); and
- f. incorporate park landscape that is compatible with the landscape of adjacent areas. (I 7.4, I 7.5, and I 7.28)

As shown on the Land Plan, all public parks are located on collector or neighborhood streets and accessible to surrounding residential neighborhoods.

Landscaping within the parks should support the overall character of the Watson Ranch Community as defined by the Design Guidelines.

## B.8 Natural & Historic/Cultural Element

**Goal 8E** To promote the preservation and restoration of the sites, structures and districts that have architectural, historical, archaeological and/or cultural significance to the City of American Canyon.

**Objective 8.19** Ensure that the City's historically and archaeologically significant resources are protected in a manner that preserves and/or enhances the resources' inherent historic value,

WRSP includes a Preservation and Reuse Plan which identifies those structures within the ruins for preservation, the manner of preservation and re-use plan.

### Policies

**8.19.1** Conduct a comprehensive survey of archaeological and cultural resources and historic vegetation that is based on established criteria and encompasses the entire City and its Sphere of Influence. (I 8.40)

**8.19.2** Adopt a Preservation Ordinance that will

authorize the City to designate appropriate vegetation or archaeological sites deemed to be of historic, archaeological, or cultural significance an American Canyon City Historic Point, Site or District. Such an ordinance shall conform to state and federal criteria for establishing a preservation ordinance. (I 8.5, I 8.48, and I 8.49)

**8.19.4** Though the design review process, encourage compatibility between new development and existing adjacent historic structures in terms of scale, massing, building materials and general architectural treatment. (J 8.29)

**8.20.4** Prohibit demolitions if other alternatives exist that enable a property owner to sensitively add to the existing structure, or develop an accompanying building on the site that allows property development rights to be realized. Variances of setbacks, heights and parking requirements should be given to make the preservation of an existing historic building feasible when no other reasonable alternative exists. (J 8.49)

**8.20.4** Prohibit demolitions if other alternatives exist that enable a property owner to sensitively add to the existing structure, or develop an accompanying building on the site that allows property development rights to be realized. Variances of setbacks, heights and parking requirements should be given to make the preservation of an existing historic building feasible when no other reasonable alternative exists. (J 8.49)

**8.20.5** Encourage appropriate adaptive reuse of historic resources such as the Basalt Plant in order to prevent misuse, disrepair and demolition, taking care to protect surrounding neighborhoods and/or agricultural land from incompatible uses. (I 8.49)

WRSP includes a Preservation and Reuse Plan which identifies those structures for preservation, the manner of preservation and re-use plan.

The City has not established criteria or conducted an archaeological and cultural resources survey for the city and its Sphere of Influence. An archaeological survey was prepared by ESA (dated 4/2006). Further assessment will be included in the EIR. The evaluation of the resources onsite will be evaluated in accordance with applicable State and federal criteria and guidelines.

The City has not adopted a Preservation Ordinance.

The Preservation and Reuse Plan is included in the WRSP.

**8.13.1** Encourage the preservation of agricultural

uses on the City's periphery through the creation of a permanent greenbelt. (I 8.11, I 8.17, r 8.26, I 8.28, and I 8.41)

Through the initiative process, the City has adopted a Urban Limit Line ("ULL"), as part of its General Plan. In accordance with the provisions of that initiative, no urban development may occur outside the ULL. The term of the initiative remain in effect until January 1, 2030.

## B.9 Geology Element

**9.4.1 Require the determination of the landslide, slope instability, and erosion potential of all proposed development sites with a grade of 10 percent or greater and incorporate pertinent measures in the project design to mitigate this potential. Exceptions to these mitigation requirements shall be considered for agricultural areas. (I 9.1, I 9.6, I 9.25, 19.27, and I 9.28)**

**9.4.3 Prohibit the mass grading of slopes with a grade of 25 percent or greater and development on slopes with a grade of 50 percent or greater. For projects built upon slopes with a grade of between 15 and 25 percent, cluster the units and reduce overall density in accordance with Natural/Cultural Resources Policy 8.18.2. (I 9.1 and 19.2)**

A preliminary geotechnical study shall be prepared in conjunction with the WRSP EIR. The study evaluates the potential for landslides, slope instability and erosion and proposes mitigation measures. Development shall comply with any adopted mitigation measures in accordance with the Mitigation Monitoring and Reporting Program.

Development in WRSP is on land with a slope less than 15%.

## B.10 Flood Hazards Element

**10.1.4 Ensure that storm water drainage is designed for peak flow conditions. (I 10.1)**

All storm water detention and conveyance facilities within the WRSP are designed to accommodate a 100-year storm event.

## B.11 Noise Element

**Airport Vicinity Land Use Compatibility Criteria Land Use Zone E (Figure 11-2): Prohibited Uses: Noise-**

**sensitive outdoor uses**

**Other Development Conditions: Overflight easement or deed notice required Examples of Normally Acceptable Uses: Any permitted use**

**Examples of Uses not Normally Acceptable:**

- **Amphitheaters**
- **Landfills**
- **Ponds**
- **Airport Land Use Zone E**

**7. Maximum residential densities in accordance with local adopted General Plans and zoning designations. Consideration should be given to the proximity of flight patterns, frequency of overflight, terrain conditions, and type of aircraft in determining acceptable locations of residential uses. Referral to the ALUC for review of development plans prior to approval is recommended.**

**Objective 11.6 Minimize the potentially adverse noise impacts associated with the development of mixed-use structures in which residential units are located above ground floor commercial uses.**

**Policies 11.6.1 Require that the commercial component of a mixed-use project not generate excessive noise. (I 11.9)**

**11.9.1 Require that entertainment and restaurant/bar uses take appropriate steps to control the activities of their patrons onsite, as well as within a reasonable and legally justified distance from the place of business, to minimize potential noise-related impacts on adjacent residential neighborhoods. (I 11.11)**

The WRSP will be submitted to ALUC for review and a conformance determination with the Airport Land Use Plan.

A Residential Compatibility Plan shall be prepared prior to approval of nonresidential development; noise standards and noise mitigation measures are included in that Plan.

**11.9.2 Discourage the development of new nightclubs, discotheques, and other high noise-generating entertainment uses directly adjacent to any residential neighborhoods, residential dwelling units, schools, health care facilities, or other "noise-sensitive" land uses, unless it is demonstrated that adequate measures can be installed and employed by these establishments to adequately mitigate the potential impacts of onsite operations and/or offsite customer activities upon these areas. (I 11.8)**







2019-0013806

Recorded  
Official Records  
County of  
Napa  
JOHN TUTEUR  
Assessor-Recorder-Co.

REC FEE 0.00  
CCI-CONFORMED C 1.00

12:43PM 19-Jul-2019

JW  
Page 1 of 106

RECORDING FEES EXEMPT  
PURSUANT TO GOVERNMENT  
CODE SECTION 27383

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

CITY CLERK  
CITY OF AMERICAN CANYON  
4381 BROADWAY STREET, SUITE 201  
AMERICAN CANYON, CA 94503

**DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF AMERICAN CANYON,**

**AND**

**AMERICAN CANYON I, LLC,**

**REGARDING**

**THE AC-1 PROPERTY AND PROJECT**

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE CITY OF AMERICAN CANYON,  
AND  
AMERICAN CANYON I, LLC,  
REGARDING  
THE AC-1 PROPERTY AND PROJECT©**

This Development Agreement ("**Development Agreement**"), dated this 18<sup>th</sup> day of July, 2019 ("**Effective Date**," described further below), is entered into by and between the City of American Canyon, a California municipal corporation ("**City**"), and American Canyon I, LLC, a Delaware Limited Liability Company ("**AC-1**") (AC-1 is also referred to in this Development Agreement as "**Developer**"), pursuant to section 65864 *et seq.* of the Government Code of the State of California, and pursuant to City's police powers under Article XI, section 7 of the California Constitution. City and Developer are, from time to time, hereinafter referred to in this Development Agreement individually as a "**Party**" and collectively as the "**Parties**."

**NOW, THEREFORE**, on the basis of the following facts, understandings and intentions of the Parties, and in consideration of the mutual covenants and promises contained herein and other considerations, the value and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

**RECITALS**

A. The preceding Preamble is true and correct, is a part of this Development Agreement, and the terms defined in the Preamble are used throughout this Development Agreement.

B. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code sections 65864 *et seq.* ("**Development Agreement Statute**"), which authorizes the City to enter into a development agreement with any person having a legal or equitable interest in real property providing for the development of that property and establishing certain development rights in the property. This Development Agreement has been drafted and processed pursuant to the Development Agreement Statute.

C. In 2010, AC-1 and City entered into a Memorandum of Understanding ("**2010 MOU**") which sought to summarize certain assumptions of the Parties regarding the future preparation of a development proposal for that property described in Attachment A to the 2010 MOU (comprised of certain lands in the corporate boundaries of the City owned by the Newell family ("**Newell Property**") (any reference in this Development Agreement to the "Newell Property" shall mean and include all or any portion of the in-City Newell Property), and certain lands owned by AC-1 ("**AC-1 Property**" or "**Property**"). Both the Newell Property and the AC-1 Property are contained within the "**Watson Ranch Specific Plan**," as both properties are illustrated in *Exhibit A* to this Development Agreement. The Newell Property secured City approval, and subsequent recordation, of a subdivision map ("**Newell Parcel Map**") (creating the

in-City portion referred to in this Development Agreement as the Newell Property), and dedicating certain roadway rights-of-way to the City. However, only the AC-1 Property is the subject of this Development Agreement. The Watson Ranch Specific Plan also includes “Zoning” regulations and criteria. The Specific Plan and its included Zoning are collectively referred to in this Development Agreement as the “Watson Ranch Specific Plan” and/or the “Specific Plan.” As part of the preparation and adoption of the Specific Plan, a related “General Plan Amendment” was prepared. Thereafter, a Specific Plan/Zoning amendment and corresponding General Plan amendment were adopted by the City in June 2019 to slightly move certain Land Use Designations and to confirm available Project access points. Therefore, any reference in this Development Agreement to the “Watson Ranch Specific Plan” and/or the “Specific Plan” shall mean and include that subsequent Specific Plan/Zoning amendment, and any reference in this Development Agreement to the “General Plan Amendment” shall mean and include that subsequent General Plan amendment. As set forth in Recital paragraph F (below) of this Development Agreement, the Watson Ranch Specific Plan, Zoning regulations and criteria, and related General Plan Amendment are included in this Development Agreement’s reference to the “Existing Approvals.”

D. The 2010 MOU anticipated the preparation of the Specific Plan, the review of the Specific Plan and all other approvals needed for the development of the Property and the below-described Project pursuant to the California Environmental Quality Act (Pub. Res. Code §§ 21000 *et seq.*) and its Guidelines (California Code of Regulations, Title 14 §§ 15000, *et seq.*), as each is amended from time to time (“CEQA”) and through an Environmental Impact Report prepared on the Project (“Project EIR”), the funding of those efforts by Developer, the entering into negotiations for a statutory Development Agreement by and between the Parties regarding the Project, and the preparation of a mutually acceptable Term Sheet and Major Milestone Schedule for preparing and completing those Project approvals. The Term Sheet and Project Schedule Agreement was approved by the City on January 16, 2018. This Development Agreement is a product of the Term Sheet and Project Schedule Agreement and the further negotiations by and between the Parties.

E. The planning, development, construction, operation and maintenance of the proposed uses of the Property (implemented through the Project Approvals) are collectively referred to in this Development Agreement as the “Project,” which Project is more particularly described in, and reviewed and analyzed by, the Project EIR, prepared in conjunction with the General Plan Amendment, Specific Plan, Zoning and other Project Approvals. In accordance with CEQA, City certified as adequate and complete the Project EIR. The City has determined that no additional environmental review is necessary in connection with its consideration, approval and execution of this Development Agreement. Any reference in this Development Agreement to the “Project” shall mean and include the “Property,” and any reference in this Development Agreement to the “Property” shall mean and include the “Project.”

F. As of the execution of this Development Agreement by the Parties, various land use regulations, entitlements, grants, conditions, permits, and other “Project Approvals have been adopted, issued, and/or granted by City relating to the Project (collectively, “Existing Approvals”), including without limitation, all of the following:

1. Project EIR.
2. General Plan Amendment.
3. Specific Plan.
4. Zoning.
5. Twenty-four-lot vesting tentative map ("**Large Lot Vesting Tentative Map**").

G. Throughout the public planning process, including the Specific Plan process, the Developer has exhibited a willingness to provide roadways, open space, public and civic places, schools, trails, parks and other public benefits in excess of that which the City could otherwise require under controlling law, including without limitation, the provision of school-related accommodations substantially in excess of statutory requirements, the dedication and improvement of in excess of 50 acres of open space and parks, including a two-acre community plaza and community center site, the adaptive reuse of the Portland Cement Company ruins to a mixed-use "town center," and the investment of infrastructure substantially in excess of what could be required of the Project under controlling law. These Project benefits provide the consideration for this Development Agreement, including without limitation, the Fees Credits, City Contribution, reimbursements, and other provisions set forth in this Development Agreement. Therefore, to ensure that such benefits are properly secured by City, and to ensure, in return, that Developer has the ability to develop the Project as planned and approved, this Development Agreement provides Developer with a vested right to complete the Project subject and pursuant only to the "**Applicable Law**" that this Development Agreement describes, and to which this Development Agreement binds the Parties. Through this Development Agreement, "**Existing City Laws**" (defined herein) and the Existing Approvals are vested into by City and by Developer, and "**Subsequent Approvals**" (defined herein) regarding the Project are later vested into and included in this Development Agreement, and its Applicable Law, provided such Subsequent Approvals are processed pursuant to this Development Agreement's requirements (e.g., processed pursuant to controlling California law (including CEQA, planning law, and Development Agreement Statute compliance), have secured approval of the Parties, are adopted by City, etc.). The Existing Approvals and such Subsequent Approvals are collectively referred to in this Development Agreement as the "**Project Approvals**."

H. On October 4, 2018, following a duly noticed and conducted public hearing, the Planning Commission of the City ("**Planning Commission**"), the hearing body for purposes of the Development Agreement Statute, adopted Resolutions that affirmed CEQA compliance for this Development Agreement, adopted findings that this Development Agreement is consistent with the City's General Plan (as amended by the "General Plan Amendment"), Specific Plan and other Existing Approvals, and recommended that this Development Agreement be approved by the City Council.

I. On June 4, 2019, following a duly noticed and conducted public hearing, the "**City Council**" of City introduced and conducted the first reading of Ordinance No. 2019-06, an ordinance that affirms CEQA compliance, that adopts findings that this Development Agreement

is consistent with the City's General Plan, Specific Plan and other Existing Approvals, that approves this Development Agreement, and that directs this Development Agreement's execution by City ("**Approving Ordinance**"). The City conducted the second reading of the Approving Ordinance and adopted the Approving Ordinance on June 18, 2019 ("**Adoption Date**"), and the Approving Ordinance became effective thirty (30) days later on July 18, 2019 (the **Effective Date** of this Development Agreement).

**ARTICLE 1**  
**DEFINITIONS AND TERM**

**1.01 Definitions.**

(a) The following terms, phrases, and words are used in this Development Agreement and shall have the meanings set forth in this Section, unless otherwise indicated by this Development Agreement.

(1) "**2010 MOU**" shall have that meaning set forth in Recital paragraph C of this Development Agreement.

(2) "**AC-1**" shall have that meaning set forth in the preamble of this Development Agreement, and likewise means "Developer" as used in this Development Agreement.

(3) "**Acquisition Agreement**" shall have that meaning set forth in Section 2.08 of this Development Agreement.

(4) "**AD**" shall have that meaning set forth in Section 2.08 of this Development Agreement.

(5) "**Administrative Amendment**" shall have that meaning set forth in Section 3.02 of this Development Agreement.

(6) "**Adobe Lumber Agreement**" shall have that meaning set forth in Section 2.09 of this Development Agreement.

(7) "**Adoption Date**" shall have that meaning set forth in Recital paragraph I of this Development Agreement.

(8) "**Affordable by Design**" shall have that meaning set forth in Section 2.07 of this Development Agreement.

(9) "**Affordable Housing Agreement**" shall have that meaning set forth in Sections 2.07 of this Development Agreement.

(10) "**Aggregate Tax Burden**" shall have that meaning set forth in Section 2.08 of this Development Agreement.

(11) **“Alternative Project Finance Mechanism Agency”** shall have that meaning set forth in Section 2.08 of this Development Agreement.

(12) **“Annual City Payment”** shall have that meaning set forth in Section 2.08 of this Development Agreement.

(13) **“Annual Review”** shall have that meaning set forth in Section 4.02 of this Development Agreement.

(14) **“Applicable Law”** shall have that meaning set forth in Recital paragraph G and Section 2.01 of this Development Agreement.

(15) **“Approving Ordinance”** shall have that meaning set forth in Recital paragraph I of this Development Agreement.

(16) **“Assessment District”** or **“AD”** shall have that meaning set forth in Section 2.08 of this Development Agreement.

(17) **“Assignee”** shall have that meaning set forth in Article 4 of this Development Agreement.

(18) **“Assignment”** shall have that meaning set forth in Article 4 of this Development Agreement.

(19) **“Assignment Agreement”** shall have that meaning set forth in Article 4 and Section 2.09 of this Development Agreement.

(20) **“At-Grade Rio Del Mar”** shall mean the collective total of **“At-Grade Rio Del Mar Segment 1,” “At-Grade Rio Del Mar Segment 2,” “At-Grade Rio Del Mar Segment 3,” “At-Grade Rio Del Mar Segment 4,” “At-Grade Rio Del Mar Segment 5,”** and **“At-Grade Rio Del Mar Railroad Crossing Segment,”** as set forth in Section 2.07 of this Development Agreement.

(21) **“At-Grade Rio Del Mar Segment 1”** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(22) **“At-Grade Rio Del Mar Segment 2”** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(23) **“At-Grade Rio Del Mar Segment 3”** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(24) **“At-Grade Rio Del Mar Segment 4”** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(25) **“At-Grade Rio Del Mar Segment 5”** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(26) **“At-Grade Rio Del Mar Railroad Crossing Segment”** shall have that meaning set forth in Section 2.07 of this Development Agreement

(27) **“Bonds”** shall have that meaning set forth in Section 2.08 of this Development Agreement.

(28) **“Caltrans”** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(29) **“Certificate of Occupancy”** shall mean a certificate issued or final inspection approved by City authorizing use and occupancy of a project structure.

(30) **“CEQA”** shall have that meaning set forth in Recital paragraph D of this Development Agreement.

(31) **“CFD”** shall have that meaning set forth in Section 2.08 of this Development Agreement.

(32) **“Chosen Law”** shall have that meaning set forth in Section 2.01 and in Section 2.03 of this Development Agreement.

(33) **“City”** shall mean the City of American Canyon, as set forth in the Preamble of this Development Agreement.

(34) **“City Contribution”** shall have that meaning set forth in Section 2.08 of this Development Agreement.

(35) **“City Council”** shall mean the City Council of City, as set forth in the Preamble and Recital paragraph I of this Development Agreement.

(36) **“City Determination”** shall have that meaning set forth in Section 2.03 of this Development Agreement.

(37) **“City Impact Fees”** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(38) **“City Manager”** shall have that meaning set forth in Section 3.02 of this Development Agreement.

(39) **“City Precursors”** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(40) **“City Response”** shall have that meaning set forth in Section 2.03 of this Development Agreement.

(41) **“Community Plaza and Community Center Site”** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(42) **"Conditions of Approval"** shall have that meaning set forth in Section 2.09 of this Development Agreement.

(43) **"Construction Codes"** shall have that meaning set forth in Section 2.01 of this Development Agreement.

(44) **"Consultant"** or **"Consultants"** shall have that meaning set forth in Section 2.04 of this Development Agreement.

(45) **"Density Bonus"** shall mean and include any and all residential density bonuses allowed under controlling California, federal, regional, and local law, as amended.

(46) **"Developer"** shall have that meaning set forth in the Preamble of this Development Agreement, and, subject to Article 4 of this Development Agreement, shall include its successors and assigns.

(47) **"Developer's Newell Drive Obligations"** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(48) **"Development Agreement"** shall mean this Development Agreement, as set forth in the Preamble of this Development Agreement.

(49) **"Development Agreement Statute"** shall have that meaning set forth in Recital paragraph B of this Development Agreement.

(50) **"Developer's At-Grade Rio Del Mar Segment 1 Costs"** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(51) **"Developer's At-Grade Rio Del Mar Segment 2 Costs"** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(52) **"Effective Date"** shall have that meaning set forth in the Preamble and Recital paragraph I of this Development Agreement.

(53) **"Engineer's Report"** shall have that meaning set forth in Section 2.08 of this Development Agreement.

(54) **"Equivalent Total Funds"** shall have that meaning set forth in Section 2.08 of this Development Agreement.

(55) **"Estoppel Certificate"** shall have that meaning set forth in Section 4.05 of this Development Agreement.

(56) **"Existing Approvals"** shall have that meaning set forth in Recital paragraph F of this Development Agreement.

(57) **"Existing City Laws"** shall have that meaning set forth in Recital paragraph G of this Development Agreement and Section 2.01(a)(4) of this Development Agreement.

(58) **"Finance Mechanism(s)"** shall mean and include **"Project Finance Mechanism(s)"**, and both shall have that meaning set forth throughout this Development Agreement, including without limitation, Sections 2.04, and 2.08 of this Development Agreement.

(59) **"Force Majeure Event"** shall have that meaning set forth in Section 4.03(a) of this Development Agreement.

(60) **"Funding Sources"** shall have that meaning set forth in Section 2.08 of this Development Agreement.

(61) **"General Plan"** means the General Plan of the City of American Canyon, as amended by the General Plan Amendment, including text and maps.

(62) **"General Plan Amendment"** shall have that meaning set forth in Recital paragraph C of this Development Agreement.

(63) **"Good Faith and Fair and Expeditious Dealing"** shall have that meaning set forth in Section 2.04 of this Development Agreement.

(64) **"Grade-Separated Rio Del Mar"** shall mean the collective total of **"Grade-Separated Rio Del Mar Segment A," "Grade-Separated Rio Del Mar Segment B," "Grade-Separated Rio Del Mar Segment C," "Grade-Separated Rio Del Mar Segment D," "Grade-Separated Rio Del Mar Segment E,"** and the **"Grade-Separated Rio Del Mar Railroad Crossing Segment,** as set forth in Section 2.07 of this Development Agreement

(65) **"Grade-Separated Rio Del Mar Segment A"** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(66) **"Grade-Separated Rio Del Mar Segment B"** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(67) **"Grade-Separated Rio Del Mar Segment C"** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(68) **"Grade-Separated Rio Del Mar Segment D"** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(69) **"Grade-Separated Rio Del Mar Segment E"** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(70) **"Grade-Separated Railroad Crossing Segment"** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(71) **“Hotel”** shall mean that Hotel that is included in the area known as the **“Napa Valley Ruins & Gardens,”** as set forth in Section 2.07 of this Development Agreement, and as further defined and set forth in the Watson Ranch Specific Plan.

(72) **“Improvement Area”** shall have that meaning set forth in Section 2.08 of this Development Agreement.

(73) **“Inspection Fees”** shall have that meaning set forth in Sections 2.01 and 2.07 of this Development Agreement.

(74) **“Large Lot Vesting Tentative Map”** shall have that meaning set forth in Recital paragraph F of this Development Agreement.

(75) **“Legal Effect”** shall mean that the ordinance, resolution, permit, license or other grant of approval in question (collectively, **“permit”**) has been adopted by City and become effective under law, and that the permit has not been overturned or otherwise rendered without legal and/or equitable force and effect by a court of competent jurisdiction.

(76) **“Loop Road Improvements”** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(77) **“Loop Road Segment 1”** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(78) **“Loop Road Segment 2”** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(79) **“Loop Road Segment 3”** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(80) **“Lot 14”** shall have that meaning set forth in Section 2.06 of this Development Agreement.

(81) **“Lot 15”** shall have that meaning set forth in Section 2.06 of this Development Agreement.

(82) **“Master Backbone Infrastructure”** or **“MBI”** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(83) **“Master Conditions List”** shall have that meaning set forth in Section 2.09 of this Development Agreement.

(84) **“Master Subdivision Improvement Agreement”** and/or **“Master SIA”** shall have that meaning set forth in Section 2.09 of this Development Agreement.

(85) **“Measure T Funding Equivalent Set-Aside”** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(86) "Meet and Confer Period" shall have that meaning set forth in Section 2.03 of this Development Agreement.

(87) "Mello-Roos Community Facilities District" or "CFD" shall have that meaning set forth in Section 2.08 of this Development Agreement.

(88) "Municipal Code" shall mean the City of American Canyon Municipal Code.

(89) "Napa Valley Ruins & Gardens" (also "NRVG") shall have that meaning set forth in Section 2.07 of this Development Agreement, and as further defined and set forth in the Watson Ranch Specific Plan (see, for example, Figure 3.3 of the Specific Plan).

(90) "Napa Valley Vine Trail" shall have that meaning set forth in Section 2.07 of this Development Agreement.

(91) "Newell Drive Segment 1" shall have that meaning set forth in Section 2.07 of this Development Agreement.

(92) "Newell Drive Segment 2" shall have that meaning set forth in Section 2.07 of this Development Agreement.

(93) "Newell Drive Segment 3" shall have that meaning set forth in Section 2.07 of this Development Agreement.

(94) "Newell Drive Segment 4" shall have that meaning set forth in Section 2.07 of this Development Agreement.

(95) "Newell Drive Segment 5" shall have that meaning set forth in Section 2.07 of this Development Agreement.

(96) "Newell Parcel Map" shall have that meaning set forth in Recital paragraph C of this Development Agreement

(97) "Newell Property" shall have that meaning set forth in Recital paragraph C of this Development Agreement.

(98) "New City Law(s)" shall have that meaning set forth in Section 2.03 of this Development Agreement.

(99) "Notice of Intended Imposition of New Law(s)" shall have that meaning set forth in Section 2.03 of this Development Agreement.

(100) "Objection to New City Law(s)" shall have that meaning set forth in Section 2.03 of this Development Agreement.

(101) "Operating Memoranda" shall have that meaning set forth in Section 3.03 of this Development Agreement.

(102) "Park A" shall have that meaning set forth in Section 2.07 of this Development Agreement.

(103) "Park B" shall have that meaning set forth in Section 2.07 of this Development Agreement.

(104) "Party" and "Parties" shall have that meaning set forth in the Preamble of this Development Agreement, and, subject to Article 4 of this Development Agreement, shall include its successors and assigns.

(105) "Phase" shall have that meaning set forth in Section 2.09 of this Development Agreement.

(106) "Phase SIA" shall have that meaning set forth in Section 2.09 of this Development Agreement.

(107) "Planning Commission" shall mean the Planning Commission for the City, as set forth in Recital paragraph H of this Development Agreement.

(108) "Portion" shall have that meaning set forth in Article 4 of this Development Agreement.

(109) "Principal Payment Date" shall have that meaning set forth in Section 2.08 of this Development Agreement.

(110) "Processing Agreement" shall have that meaning set forth in Sections 2.04 of this Development Agreement.

(111) "Processing Fee(s)" shall have that meaning generally set forth in Sections 2.01, 2.04, and 2.07 of this Development Agreement, and whether or not mentioned, shall be subject to the specifics set forth in Section 2.07 of this Development Agreement.

(112) "Project" shall have that meaning set forth in Recital paragraph E of this Development Agreement.

(113) "Project Approvals" shall have that meaning set forth in Recital paragraph G and Section 2.01 of this Development Agreement. The term Project Approvals appears throughout this Development Agreement.

(114) "Project CEQA Compliance" shall have that meaning set forth in Section 2.04 of this Development Agreement.

(115) "Project Debt" shall have that meaning set forth in Section 2.08 of this Development Agreement.

(116) "Project EIR" shall have that meaning set forth in Recital paragraph D of this Development Agreement.

(117) **"Project Finance Mechanism(s)"** shall mean and include **"Finance Mechanism(s),"** and both shall have that meaning set forth throughout this Development Agreement, including without limitation, Sections 2.04, and 2.08 of this Development Agreement.

(118) **"Project Finance Mechanism(s) Funding Sources" or "Funding Sources"** shall have that meaning set forth in Section 2.08 of this Development Agreement.

(119) **"Property"** shall have that meaning set forth in Recital paragraph C of this Development Agreement.

(120) **"Public Improvements"** shall have that meaning set forth in Section 2.08 of this Development Agreement.

(121) **"PUC"** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(122) **"Quarry Lake Park"** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(123) **"Rate and Method of Apportionment of Special Taxes" or "RMA"** shall have that meaning set forth in Section 2.08 of this Development Agreement.

(124) **"Relevant Parties"** shall have that meaning set forth in Section 2.04 of this Development Agreement.

(125) **"Remainder Taxes"** shall have that meaning set forth in Section 2.08 of this Development Agreement.

(126) **"Remainder Taxes Project Account"** shall have that meaning set forth in Section 2.08 of this Development Agreement.

(127) **"Repayment Period"** shall have that meaning set forth in Section 2.08 of this Development Agreement.

(128) **"Required New City Law(s)"** shall have that meaning set forth in Section 2.03(e) of this Development Agreement.

(129) **"Residential Owner Unit"** shall have that meaning set forth in Section 1.02 of this Development Agreement.

(130) **"Resolution Process"** shall have that meaning set forth in Section 2.03 of this Development Agreement.

(131) **"RMA"** shall have that meaning set forth in Section 2.08 of this Development Agreement.

(132) **“Rolling Hills Drive Improvements”** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(133) **“Second Notice”** shall have that meaning set forth in Section 4.05 of this Development Agreement.

(134) **“Services CFD Amount”** shall have that meaning set forth in Section 2.08 of this Development Agreement.

(135) **“Special Tax Requirement for Services”** shall have that meaning set forth in Section 2.08 of this Development Agreement.

(136) **“South Napa Junction”** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(137) **“South Napa Junction Railroad Crossing Segment”** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(138) **“South Napa Junction Segment 1”** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(139) **“South Napa Junction Segment 2”** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(140) **“South Napa Junction Segment 3”** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(141) **“South Napa Junction Segment 4”** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(142) **“South Napa Junction Segment 5”** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(143) **“Special Tax Rate”** shall have that meaning set forth in Section 2.08 of this Development Agreement.

(144) **“Specific Plan”** shall mean the Watson Ranch Specific Plan, as further set forth in Recital paragraph C of this Development Agreement.

(145) **“SR 29/Rio Del Mar Tie-In”** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(146) **“SR 29/South Napa Junction Tie-In”** shall have that meaning set forth in Section 2.07 of this Development Agreement.

(147) **“Subdivision Document”** shall have that meaning set forth in Section 1.02 of this Development Agreement.

(148) **"Subdivision Map Act"** means that legislation set forth in California Government Code Sections 66410 et seq., as amended.

(149) **"Subsequent Approvals"** (each referred to individually as a **"Subsequent Approval"**) shall have that meaning set forth in Recital paragraph G and Section 2.01 of this Development Agreement, and shall likewise mean those permits, entitlements, approvals, or other grants of authority (and all text, terms and conditions of approval related thereto), that may be necessary or desirable for the development of the Project, that are sought by Developer, that are granted by City on or after the Effective Date of this Development Agreement, and that comply with Section 2.01(a)(3) of this Development Agreement. Subsequent Approvals include without limitation new permits, entitlements, approvals, or other grants of authority (and all text, terms and conditions of approval related thereto), as well as amendments to Existing Approvals.

(150) **"Tender"** shall have that meaning set forth in Section 4.04 of this Development Agreement.

(151) **"Term"** shall have that meaning set forth in Section 1.02 of this Development Agreement.

(152) **"Third Party Challenge"** shall have that meaning set forth in Sections 1.02 and 4.04 of this Development Agreement.

(153) **"User Fees"** shall have that meaning set forth in Section 2.01 of this Development Agreement.

(154) **"Vesting Map"** shall have that meaning set forth in Section 1.03 of this Development Agreement.

(155) **"Watson Ranch Specific Plan"** shall have that meaning set forth in Recital paragraph C of this Development Agreement.

(156) **"Zero Water Footprint Agreement"** shall have that meaning set forth in Sections 2.07 and 2.09 of this Development Agreement.

(157) **"Zoning"** shall have that meaning set forth in Recital paragraph C of this Development Agreement.

(b) To the extent that any defined terms contained in this Development Agreement are not defined above, then such terms shall have the meaning otherwise ascribed to them in this Development Agreement and/or Existing City Laws. In the event of a conflict between the meaning given to such terms by this Development Agreement and the meaning given to such terms by Existing City Laws, the meaning given to such terms by this Development Agreement shall control over such other meaning otherwise ascribed to them by Existing City Laws.

**1.02**     **Term.**

(a) This Development Agreement shall become effective on the Effective Date (the effective date of the Approving Ordinance), which for the purposes of this Development Agreement is July 18, 2019, as set forth in this Development Agreement.

(b) Term of this Development Agreement and Related Issues.

(1) The "**Term**" of this Development Agreement shall generally be thirty (30) years and one (1) day, and more specifically, the Term shall commence upon August 18, 2019 (the Effective Date) and shall continue until, and then terminate upon, 12:01 a.m., Friday, August 20, 2049, unless this Development Agreement is otherwise terminated, modified, or extended as to all or any portion of the Project (and Property) as provided in this Development Agreement.

(2) Following the expiration of the Term of this Development Agreement or any extension thereof, or if sooner terminated, this Development Agreement shall have no force and effect; provided, however, that in no event shall the expiration or termination of this Development Agreement affect or limit, without further action of City, any right then held by Developer under any Project Approvals.

(3) While this Development Agreement shall remain in place and controlling for the Term for the remainder of the Project (and Property), unless otherwise terminated under the controlling terms and conditions of this Development, this Development Agreement shall terminate and be null and void as relates to each individual residential unit (and each such new owner of such residential unit) for which, and at such time as, all of the following qualifying events occur. Such residential unit(s) for which such qualifying events occur is referred to as a "**Residential Owner Unit**" in this Development Agreement.

(A) The qualifying events that create a "**Residential Owner Unit**" are:

(i) City has issued the last permit necessary for such residential unit to be sold to the new owner and for the new residential owner to take ownership possession of the residential unit;

(ii) The new residential unit owner is someone other than the Developer (and other than Developer's Assignees under this Development Agreement); and

(iii) The new residential unit owner becomes the actual residential unit owner and has in fact taken possession of the individual residential unit as an owner.

(B) Therefore, upon a Residential Owner Unit occurring, such Residential Owner Unit shall not have the protections of this Development Agreement and the vested right to the Applicable Law it provides, with the following exception:

(i) A new residential parcel tax, or other New City law, shall apply to such Residential Owner Unit if and only if such new residential parcel tax and/or New City Law applies on a City-wide basis to all then-existing residential parcels; and/or

(ii) Such new residential parcel tax and/or New City Law does not impair or impede or prohibit any existing or future Project Finance Mechanisms(s) under this Development Agreement regarding such Residential Owner Unit(s).

(c) If any "**Third Party Challenge**" (as defined and described in Section 4.04 of this Development Agreement) proceeding affecting this Development Agreement, the Property, the Project, or any Project Approvals, is filed, then the Term of this Development Agreement shall be extended automatically (without any further action of the Parties required) for that period of time commencing from the date of the filing of such Third Party Challenge until the date of the later of the dismissal, resolution, settlement, and/or entry of a final judgment (including all appeals) regarding such Third Party Challenge. However, the filing of any Third Party Challenge(s) against City and/or Developer shall not allow or justify City delaying or stopping the processing of, and/or issuance of, any Project Approvals, unless City is expressly enjoined or otherwise expressly ordered by a court of competent jurisdiction to delay or stop the processing of, and/or issuance of, any Project Approvals. Additionally, no Party shall stipulate to the issuance of any such court order unless all Relevant Parties (City and Developer and/or that successor to Developer whose portion of the Project is at issue) mutually agree to such stipulation.

(d) Any subdivision improvement agreement entered into by and between Developer and City pursuant to the Subdivision Map Act or other State or local regulation shall have a term of no shorter than two (2) years from execution of such subdivision improvement agreement and shall allow for extensions.

(e) Except as provided in Section 2.07 of this Development Agreement requiring the recordation of the final map relating to the Large Lot Vesting Tentative Map within 90 days of the Effective Date of this Development Agreement, pursuant to the controlling provisions of the "**Subdivision Map Act**" and this Development Agreement, in addition to any and all other extensions available under the Subdivision Map Act, the term of any tentative map, vesting tentative map, tentative parcel map, vesting tentative parcel map, final map or vesting final maps, or any new such map or any amendment to any such map, or any re-subdivision (collectively referred to in this Development Agreement as a "**Subdivision Document**") relating to the Project shall automatically be extended to and until the later of the following:

(1) The Term of this Development Agreement; and/or

(2) The end of the term or life that any such Subdivision Document is otherwise given pursuant to the Subdivision Map Act or local regulation not in conflict with the Subdivision Map Act.

(f) Generally, the term of any non-Subdivision Map Act approval is nonetheless tied to the life of the Subdivision Map Act approvals by controlling law. Therefore,

under this Development Agreement, the term or life of any and all Project Approvals, including without limitation, all development plans, development permits, architectural design, or other permits, grants, agreements, approvals or entitlements for the general development of all or any part of the Project and Property (collectively, “Permit” or “Permits”) shall automatically be extended to and until the later of the following:

- (1) The Term of this Development Agreement; and/or,
- (2) The end of the term or life that any Subdivision Document is given pursuant to the Subdivision Map Act or local regulation not in conflict with the Subdivision Map Act (as set forth in subdivision (e) of this Section); and/or
- (3) The term or life given the Permit itself.

### **1.03 Controlling Nature of this Development Agreement.**

(a) During the Term of this Development Agreement, or while this Development Agreement is otherwise in legal effect as relates to any portion of the Project (Property), all of the following shall apply:

(1) This Development Agreement shall provide and shall control over any and all other claims of vested rights of the Project (and Property) by either Party. For example, if a conflict is presented between the vested rights provided under this Development Agreement and the vested rights provided under some other Project Approval (such as a vesting tentative map), the vested rights provided by this Development Agreement shall prevail and control over any and all other vested rights the Project (Property) and/or Party or Parties might otherwise hold or claim.

(2) The vested rights provided by this Development Agreement shall terminate as provided by this Development Agreement. However, if this Development Agreement terminates for any reason prior to an assertion regarding the expiration of vested rights otherwise given under the Subdivision Map Act to any vesting tentative map, vesting parcel map, vesting final map or any other type of vesting map on the Property (or any portion of the Property) (collectively, “Vesting Map”), such termination of this Development Agreement shall invoke Section 1.03(b) below.

(b) Consistent with the forgoing, when this Development Agreement terminates or otherwise loses its legal effect as relates to any portion of the Project (Property) subject to a Vesting Map, such Vesting Map shall give Developer the right to proceed with development under such City laws in effect on such date that this Development Agreement terminates or is otherwise of no legal effect on that portion of the Project (Property) that is subject to such Vesting Map, and such vested rights shall last for the life (term) given to such Vesting Map pursuant to the then-applicable Subdivision Map Act.

**ARTICLE 2**  
**APPLICABLE LAW**

**2.01 Applicable Law.**

(a) As used in this Development Agreement, "**Applicable Law**" shall exclusively mean all of the following:

(1) The terms and conditions of this Development Agreement.

(2) The Existing Approvals, including without limitation, the Project EIR, the General Plan Amendment, the Watson Ranch Specific Plan (and included Zoning), and the Large Lot Vesting Tentative Map.

(3) The Subsequent Approvals, when granted, provided such Subsequent Approvals are:

(A) Processed pursuant to controlling law;

(B) Mutually agreed to by City and Developer for whose Property (or portion thereof) the Subsequent Approval is sought;

(C) Adopted by the City; and

(D) Take Legal Effect.

(4) "**Existing City Laws,**" which, for the purposes of this Development Agreement, shall mean and include the City rules, regulations, ordinances, policies, standards, specifications, minute orders, motions, agreements, practices and standard operating procedures, taxes, and Impact Fees of City (whether adopted by the City Council, the Planning Commission, the City staff, consultants or the voters of the City), including without limitation, those set forth in the City's General Plan, existing certified EIRs, the American Canyon Municipal Code (including Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans), all of which are existing and in effect on December 31, 2017, and all other City laws that relate to or specify the permitted uses of land or improvements, the cost of taxes and Impact Fees, and the density or intensity of use that are existing and in effect on December 31, 2017 (collectively, "**Existing City Laws**"). Any City law after December 31, 2017 shall be considered a "**New City Law.**" However, notwithstanding the foregoing, the Applicable Law shall include a New City Law that adopts a new transient occupancy tax, provided that such new transient occupancy tax applies on a City-wide basis to both all then-existing hotels and all future hotels within the City. Such new transient occupancy tax generated from the Project shall be subject to the Section 2.08(b) ("**City Contribution**") requirements of this Development Agreement. Further, notwithstanding the foregoing, the Applicable Law shall also include any new City Law that adopts a new sales tax increase adopted by City, provided that such new sales tax increase applies on a City-wide basis to all then-existing and all future retail sales within the City. Such new sales tax generated from the Project shall be subject to the Section 2.08(b) ("**City Contribution**") requirements of this Development Agreement. Otherwise, except as provided in

this Development Agreement, no New City Law shall apply to the Project during the Term of this Development Agreement.

(5) The City processing fee(s) and the City's "User Fees" (an example of User Fees is set forth in City's 2018-2019 Table B1 for User Fees) relating to the processing, review, and approval of applications for Project Approvals shall collectively be considered "Processing Fees" for the purposes of this Development Agreement), and are addressed in Section 2.07 of this Development Agreement. In addition to Processing Fees, Developer shall pay to City "Inspection Fees," as more specifically addressed in Section 2.07 of this Development Agreement. "City Impact Fees" shall not be considered "Processing Fees" or "Inspection Fees" for the purposes of this Development Agreement.

(6) The California Building Code (as may be modified by City), and all other State-adopted construction, fire and other codes, including "Green Codes" (as all may be modified by City) applicable to improvements, structures and development, and the applicable version or revision of said codes by local City action (collectively referred to as "Construction Codes") in place at that time (date) that building plans subject to such Construction Codes are submitted by Developer to City for a Subsequent Approval, provided that such Construction Codes have been adopted by City and are in effect on a Citywide basis.

(7) The "Required New City Law(s)," as set forth in and controlled by Section 2.03(e) of this Development Agreement.

(8) The "New City Law(s)" that Developer elects to be subject to pursuant to Section 2.03(a) of this Development Agreement. As also provided below, once Developer elects to be subject to such a New City Law ("Chosen Law"), such Chosen Law shall become part of the Applicable Law, and Developer shall not be able to later decide otherwise, although Developer shall be able to elect to be subject to a New City Law that changes the earlier Chosen Law that Developer elected to be subject to.

(b) In the event of any conflict between any of subparts (1), (2), (3), (4), (5), (6), (7), and (8) of subdivision (a) of this Section 2.01 (above), the hierarchical order of authority shall be subpart (1) first, then subpart (2), then subpart (3), then subpart (4), then subpart (5), then subpart (6), then subpart (7), and then subpart (8).

## **2.02 Vested Right to Applicable Law.**

(a) During the Term of this Development Agreement, Developer shall have the vested right to develop the Project and Property subject only to, and in accordance only with, the Applicable Law.

(b) During the Term of this Development Agreement, City's regulation of the Project (Property) and its development, including without limitation, any discretion exercised by City on any and all Project Approval(s), shall occur pursuant to, and in accordance with, only the Applicable Law.

(c) Under this Development Agreement, the Applicable Law shall be an expanding body of law, such as, for example, when Subsequent Approvals are granted by City (in

the future), and/or when Developer determines, in Developer's sole and exclusive discretion, to become subject to a New City Law pursuant to this Development Agreement.

### **2.03 New City Law(s).**

(a) Any City ordinance, resolution, minute order, rule, motion, policy, standard, specification, condition of approval, agreements, practices and standard operating procedures, taxes, and/or Impact Fees of City (whether adopted by the City Council, the Planning Commission, the City staff, consultants, or the voters/electorate of the City), including without limitation, those set forth in the City's General Plan, existing certified EIRs, the American Canyon Municipal Code (including Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans), all of which are existing and in effect after December 31, 2017, and all other City laws that relate to or specify the permitted uses of land or improvements, and the density or intensity of use that is not part of the Applicable Law and that takes Legal Effect after December 31, 2017, is hereby referred to in this Development Agreement as a "New City Law(s)." A New City Law shall generally be deemed to be in conflict with this Development Agreement if it is not expressly made part of the Applicable Law by this Development Agreement. Additionally, a New City Law shall be deemed to be in conflict with this Development Agreement (and the Applicable Law it describes) if the application of the New City Law to the Project would accomplish any of the below-listed results, either by specific reference to the Project (or Property) or as part of a general enactment which affects or applies to the Project (or Property). The following list is intended as an example list, is inclusive (not exclusive), and is not limited to allow non-listed New City Laws that are deemed to be in conflict with this Development Agreement and the Applicable Law it describes or to allow non-listed New City Laws that impair and/or reduce the development rights provided by this Development Agreement:

(1) New City Laws that change any land use designation or permitted use of the Project (Property) allowed by the Applicable Law or limit or reduce the density or intensity of the Project (or Property) or any part thereof, or otherwise require any reduction in the total number of residential dwelling units or non-residential building units, uses, square footage, floor area ratio, size, height or number of buildings, or other improvements otherwise allowed by the Applicable Law.

(2) New City Laws that limit, control, or otherwise regulate the availability of public or private utilities, services, or facilities otherwise allowed by the Applicable Law, including without limitation, water, wastewater, storm water, gas, electricity, telecommunications, roadways, access points, schools, parks, trails, and/or other public and private improvements of the Project.

(3) New City Laws that limit, control, or otherwise regulate the rate, timing, phasing or sequencing of the approval, development, or construction of all or any part of the Project (or Property) in any manner, or take any action or refrain from taking any action that results in Developer having to substantially delay construction of the Project on the Property or require the acquisition of additional permits or approvals by the City or other public agency other than those required by the Applicable Law.

(4) New City Laws that limit or control the location of buildings, structures, grading, access, roadways, schools, parks, trails, and/or other public and private improvements of the Project in a manner that is inconsistent with or more restrictive than the limitations in the Applicable Law (including Project Approvals).

(5) New City Laws that limit the processing and/or timing of Project Approvals.

(6) New City Laws that impose any hourly wage, salary, work pay or other worker-compensation-related regulation or policy on the Project not agreed to by Developer.

(7) New City Laws that impose any rent control.

(8) Except as allowed by this Development Agreement, New City Laws that impose any City law, ordinance, fee, tax, regulation not in force and effect on December 31, 2017, except those required by state and/or federal law and/or by state and/or federal courts.

(b) The following "**Resolution Process**" shall apply regarding New City Laws the City is considering applying to the Project (Property) and shall also apply to all other sections of this Development Agreement. When this Section (with its Resolution Process) is applied to other section(s) of this Development Agreement, then this section and its requirements shall be interpreted and implemented to reflect the topic addressed by such other section(s) of this Development Agreement (when invoking the Resolution Process set forth in this Section 2.03(b) of this Development Agreement). For example, if Developer objects pursuant to Section 2.04(h), including without limitation, to a Consultant invoice, the manner in which City and/or a Consultant are performing, and/or any other reason pursuant to Section 2.04(h) of this Development Agreement, then the Resolution Process may be started by either Party: by City sending written notice to Developer of City's position through the below-described "**Notice of Intended Imposition of New Law(s)**" and the process that follows, and/or by Developer through the below-described "**Objection to New City Law(s)**" and the process that follows, etc. In this way, the Parties shall first seek resolution under the Resolution Process set forth in this Development Agreement before commencing litigation. Except as set forth in subdivision (b)(4) below, each Party shall bear its own fees and costs incurred in, and as a result of, the Resolution Process.

(1) As stated, City shall not apply any New City Law(s) to the Property that is in conflict with this Development Agreement (collectively, "in conflict with" or "inconsistent with").

(2) If City believes that it has the right under this Development Agreement to impose/apply any New City Law on the Project, it shall send written notice to Developer of that City position ("**Notice of Intended Imposition of New Law(s)**"). Such Notice of Intended Imposition of New City Law(s) shall contain the following sentence at the beginning of its text: "This is a Notice of Intended Imposition of New City Law(s) provided pursuant to Section 2.03 of the AC-1 Development Agreement. The New City Law that City intends to impose on the Watson Ranch Project is described below." City shall then describe such New City Law that City intends to impose on the Project in such Notice of Intended Imposition of New Law(s). Within thirty (30) days of Developer receipt of such Notice of Intended Imposition of New City

Law(s), if Developer believes that such referenced New City Law in such Notice of Intended Imposition of New City Law(s) is in conflict with this Development Agreement and/or the rights Developer otherwise holds, then Developer shall send to City a written notice of Developer's objection to such City-intended imposition on the Project of such New City Law ("**Objection to New City Law(s)**"). Such Developer Objection to New City Law(s) shall set forth the factual and legal reasons why Developer believes City cannot apply such New City Law(s) to the Project. Within thirty (30) days of receipt of said Developer Objection to New City Law(s), City shall respond to Developer's Objection to New City Law(s) ("**City Response**"). Such City Response to Developer's Objection to New City Law(s) shall set forth the factual and legal reasons why City believes City can apply the New City Law(s) to the Project. As soon after Developer's receipt of the City Response as possible, the Parties shall meet and confer and continue to meet and confer over the thirty (30) day period following the date of Developer's receipt of the City Response ("**Meet and Confer Period**"), with the objective of arriving at a mutually acceptable resolution to the disagreement. Within twenty (20) days of the conclusion of the 30-day Meet and Confer Period, City shall make and send to Developer its written determination regarding the imposition of such New City Law on the Project (or its City Determination regarding any other topic of disagreement under this Development Agreement) (collectively, "**City Determination**"). The Parties can extend any of the time frames set forth above by mutual agreement.

(3) By this Development Agreement, such New City Law(s) shall not be imposed on/applied to the Project, or considered imposed on/applied to the Project, during any of the time periods described above. If the City Determination is to impose on/apply to the Project the New City Law(s) in question, then Developer shall have a period of ninety (90) days from the date of receipt of such City Determination within which to file and serve on City its legal action challenging such City action. In other words, a New City Law shall not be considered ripened into being imposed on and/or applied to the Project for the purposes of Developer's obligation to timely-file a lawsuit against City until such time as Developer's receipt of the City Determination. Upon such Developer receipt of such City Determination, a 90-day statute of limitations regarding Developer's right to judicial review of the New City Law(s) and the City Determination shall commence. Developer shall file such lawsuit and serve it on City within such 90-day statute of limitations. City's failure to send such Notice of Intended Imposition of New Law, and/or its failure to follow any and all of the other procedural steps required by this Section shall result in City's inability to impose the New City Law described in the City's Notice of Intended Imposition of New Law on the Project. Developer's failure to respond to such Notice of Intended Imposition of New Law, and/or failure to follow any and all of the other procedural steps required by this Section, including without limitation filing litigation within the time period prescribed by this Section 2.03 of this Development Agreement, shall result in the Project being subject to the New City Law described in the City's Notice of Intended Imposition of New Law. Failures by both City and Developer to follow any and all of the other procedural steps required by this Section shall result in City's inability to impose the New City Law described in the City's Notice of Intended Imposition of New Law on the Project.

(4) If upon conclusion of judicial review of such Developer-challenged City Determination (at the highest judicial level sought and granted), the reviewing court determines that Developer is not subject to the New City Law(s) that is the topic of the City Determination, such New City Law(s) shall not become part of the Applicable Law, and City shall return Developer to the position Developer was in prior to City's application of such New City

Law(s) (e.g., City shall return in full fees paid, return dedications made, etc.). Additionally, City shall pay (to Developer) Developer's actual attorneys' fees, other legal fees, and any and all other fees and costs incurred by Developer regarding such judicial review. If, instead, upon conclusion of judicial review of such Developer-challenged City Determination of such New City Law(s) in question (at the highest judicial level sought and granted), the reviewing court determines that Developer is subject to the New City Law(s), then Developer shall be subject to such New City Law(s), such New City Law(s) shall become part of the Applicable Law, and City shall not have to return Developer to the position Developer was in prior to City's application of such New City Law(s). Additionally, Developer shall pay (to City) City's actual legal fees and costs incurred regarding such judicial review.

(c) The above-described procedure shall not be construed to interfere with City's right to adopt or apply any New City Law(s) with regard to all other areas of City that exclude the Property, Project, Project Approvals, etc.

(d) Developer, in its sole and absolute discretion, may elect to be subject to a New City Law(s) that is/are not otherwise a part of the Applicable Law. In the event Developer so elects, Developer shall provide notice to City of that election and thereafter such New City Law(s) that Developer has elected to be subject shall be part of the Applicable Law. As set forth in Section 2.01(a)(8) above, once Developer elects to be subject to such a New City Law ("**Chosen Law**"), such Chosen Law shall become part of the Applicable Law, and Developer shall not be able to later decide otherwise, although Developer shall be able, in Developer's sole and exclusive discretion, to elect to be subject to a New City Law that changes the earlier Chosen Law that Developer elected to be subject to.

(e) City, exercising Good Faith and Fair and Expeditious Dealing (*see*, Section 2.04 of this Development Agreement), shall not be precluded from applying to the Project any New City Law(s) that City is specifically required to apply to developments such as the Project (and Property), despite the existence of the Project's (Property's) vested rights, by changes in State or Federal laws or regulations or caselaw and implemented through the Federal, State, regional and/or local level ("**Required New City Law(s)**." If City determines that a Required New City Law(s) must be applied to the Project (Property), then the Resolution Process set forth in subdivision (b) above shall apply, with one exception: Developer shall pay (to City) City's actual legal fees and costs incurred regarding Resolution Process regardless of the outcome of the Resolution Process. In addition, in the event such Required New City Law(s) is determined to apply and to prevent or preclude compliance with one or more provisions of this Development Agreement or require changes in Project Approvals, this Development Agreement shall be modified, extended, or suspended as may be necessary to comply with such Required New City Law(s). To the extent that any such Required New City Law(s) (or actions of regional and local agencies, including City, required by such Required New City Law(s) or actions of City taken in good faith in order to prevent adverse impacts upon City because of such Required New City Law(s)) have the effect of preventing, delaying or modifying Developer's ability to use or develop the Project or any portion thereof, in a material fashion, then Developer shall have the option to terminate (unilaterally) this Development Agreement.

#### **2.04 Good Faith and Fair and Expeditious Dealing: Processing.**

(a) Except where this Development Agreement provides a Party with “sole and exclusive discretion,” each, every and all actions of the Parties (and each Party) necessary, required, permitted, desired and/or addressed by the Project Approvals and/or this Development Agreement (including without limitation, all mandatory, permissive, and other action(s) addressed by this Section 2.04 - e.g., submitting, accepting, processing, reviewing and acting upon all applications for Subsequent Approvals, and Section 2.08), shall involve the requirement of “**Good Faith and Fair and Expeditious Dealing.**” For the purposes of this Development Agreement, “Good Faith and Fair and Expeditious Dealing” shall mean that the Parties shall act toward each other, and shall execute the tasks necessary, permissive, and/or desirous to the issue contemplated by this Development Agreement pursuant to the Applicable Law, and in a fair, diligent, best efforts, expeditious and reasonable manner, and that no Party or Parties shall take any action – or fail to take any action – that directly or indirectly results in the prohibition, impairment or impediment of any other Party's or Parties' exercise or enjoyment of its rights and obligations secured through this Development Agreement. Again, whether or not expressly stated in any particular portion of this Development Agreement, except where this Development Agreement provides a Party with “sole and exclusive discretion,” each, every and all actions of the Parties and each Party required, permitted, desired and/or addressed by this Development Agreement shall involve the requirement of Good Faith and Fair and Expeditious Dealing. The Parties acknowledge that when City’s support of new proposed legislation that ultimately becomes a “New City Law,” and that such New City Law is already allowed as part of the Applicable Law by this Development Agreement (i.e., certain new TOT and sales tax laws), such City support shall not be considered to be acts contrary to this Development Agreement’s requirement of Good Faith and Fair and Expeditious Dealing. Likewise, the Parties acknowledge that City’s support of new proposed legislation that ultimately becomes a “New City Law” and such New City Law will not become part of the Applicable Law by this Development Agreement (i.e., it is a disallowed New City Law by this Development Agreement), that such City support shall not be considered to be acts contrary to this Development Agreement’s requirement of Good Faith and Fair and Expeditious Dealing. However, the Parties reserve their right to object to and act upon subsequent actions as contrary to this Development Agreement’s requirement of Good Faith and Fair and Expeditious Dealing when those subsequent actions seek to support the enactment of proposed new legislation, and such proposed new legislation leads to a new law or laws at a City, County, regional, state and/or federal level, and such supported new law would apply to the Project.

(b) City shall inform Developer, upon request, of all submission requirements for a complete application for each Subsequent Approval.

(c) City and Developer shall act on requests by Developer for the approval and issuance of the Subsequent Approvals, and shall cooperate to obtain the issuance of Subsequent Approvals, including to:

(1) Interpret any New City Laws in a manner which provides for the approval and issuance of Subsequent Approvals.

(2) Require modifications to Subsequent Approvals consistent with this Development Agreement and the Applicable Law whenever reasonably possible, rather than City denying applications for Subsequent Approvals.

(3) Not obstruct or oppose Developer's application for a Subsequent Approval provided such application is consistent with the requirements of this Development Agreement.

(d) The City shall provide all necessary public notice(s) and shall hold all necessary public hearings with regard to the Subsequent Approvals required by law.

(e) If requested by Developer, City shall meet with Developer prior to Developer's submission of applications for Subsequent Approvals for the purpose of ensuring all requested information by City is understood by Developer so that Developer's applications, when submitted, will be accurate and complete and accepted as such by City.

(f) Developer shall provide City with all documents, applications, plans and other information requested by City that is necessary for City to carry out its obligations hereunder and Developer shall cause the Developer's planners, engineers and all other consultants to submit in a timely manner all required materials and documents therefor.

(g) Upon submission by Developer of a complete application for a Subsequent Approval, together with appropriate Processing Fees (*see*, Section 2.07 of this Development Agreement) , City shall process the application for the Subsequent Approval.

(h) If City is unable to timely process any such application for a Subsequent Approval, or simply upon request by Developer, the "**Relevant Parties**" shall meet and confer regarding appropriate outside consultants, the Relevant Parties shall agree on such outside consultants, and then City or Developer shall engage such outside consultant(s), other persons, and/or business entities working on the Project (collectively, "**Consultant(s)** ") to perform such processing, provided that Section 2.07 of this Development Agreement shall apply. City shall not charge Developer any administrative, directing, supervising and/or overseeing such Consultant(s), and City shall charge Developer no more than the cost to City of the actual time City expends on administering, directing, supervising, and/or overseeing such Consultants, and the invoices from such Consultants; and if Developer directly contracts with the Consultant(s) to perform such work, Developer shall expressly agree to pay all costs related to such Consultant(s) contract(s), and City shall not charge Developer any administrative, directing, supervising and/or overseeing such Consultant(s), and City shall charge Developer no more than the cost to City of the actual time City expends on administering, directing, supervising, and/or overseeing such Consultants, and the invoices from such Consultants.. In the event that a dispute arises regarding any such Consultant(s), including without limitation, Consultant invoices, costs, performance or any other issue, the Resolution Process provisions of Section 2.03 of this Development Agreement shall apply. Additionally, for the purposes of this Development Agreement, the phrase "**Relevant Parties**," as used in the preceding sentence and throughout this Development Agreement, shall mean the City and the relevant owner of that physical portion of the Project (Property) to which the issue at hand applies. In other words, the consent of only those Parties immediately affected by the issue at hand (monetarily or by precedence setting) is required. By way of example only, AC-1, as a Relevant

Party, could decide to engage Consultants for matters related exclusively to AC-1, NVRG and/or the Hotel. In such a situation, AC-1 would pay all such Consultants costs (as described above), and any other Relevant Parties (such as successors to AC-1 on nonrelevant portions of the Project/Property) would not be obligated to pay any such costs related to such Consultants working exclusively on such AC-1 matters. Consistent with the foregoing, if Consultants are engaged for matters not related exclusively to AC-1, then AC-1 and such other Relevant Parties would (shall) pay their proportional share of such costs of such Consultants. Consistent with the foregoing, the Parties may enter, but are not required to enter, a **“Processing Agreement.”** Any such executed and entered Processing Agreement(s) shall be considered a Subsequent Approval and shall become part of this Development Agreement’s **“Applicable Law”** once each such Processing Agreement takes Legal Effect.

(i) As further set forth in Section 2.08 of this Development Agreement, City shall cooperate with Developer to facilitate the construction of the infrastructure required for development of the Project. At the request of Developer, City shall assist with (and where requested by Developer), approve the formation of one or more community facilities districts, enhanced infrastructure financing districts, assessment districts, landscape and lighting districts, tax-exempt and taxable finance mechanisms, or any and all other available **“Project Finance Mechanisms(s).”**

(j) Again, only the Applicable Law shall apply. If City denies an application for a Subsequent Approval, City shall explain in writing to Developer why such City denial was given, and City shall specify in detail (in such writing) the modifications, changes, or improvements to the materials and information submitted that are required by City in order for Developer to obtain City approval. City and Developer shall cooperate to obtain and issue Subsequent Approvals. City shall seek to approve any subsequently submitted Subsequent Approval which complies with such City-specified modifications.

(k) The Parties recognize that the City certified as adequate and complete the Project EIR. The Project EIR was prepared to assess and document the environmental impacts of the General Plan Amendment, Specific Plan, this Development Agreement, the Large Lot Vesting Tentative Map, and other Project Approvals.

(1) Subsequent Approvals and other activities undertaken pursuant to the Project Approvals will be examined in the light of the Project EIR to determine whether any additional environmental document must be prepared (**“Project CEQA Compliance”**).

(2) In addition, in connection with any future process resulting in the attainment of Project CEQA Compliance, City shall commence and process any and all initial studies and assessments required by CEQA, and to the extent permitted or required by CEQA, City shall use and adopt EIR(s), supplements and/or addenda thereto and other existing environmental assessments, declarations, reports and studies as adequately addressing the environmental impacts of the Project and its Subsequent Approvals without requiring new or supplemental environmental documentation.

(3) Where legally feasible, City shall not – through the Project CEQA Compliance process or through the Subsequent Approval process – impose any mitigation measures or avoidance measures (as either legislative rules, adjudicatory decisions and/or

conditions of approvals) beyond those required by the existing Project EIR. Where applicable, City shall reject such additional mitigation and/or avoidance measures as infeasible on the basis, among other things, that Government Code section 65866 and this Development Agreement legally bar the implementation of such additional mitigation measures. City shall streamline the environmental review of Subsequent Approvals under CEQA including, without limitation, relying on the Project CEQA Compliance. City shall adopt a Statement of Overriding Consideration to address any significant impacts that cannot be mitigated because the mitigation measures that would reduce the impacts are inconsistent with the legally-binding Applicable Law. Once Project CEQA Compliance has been secured, City shall not impose any environmental mitigation measures, or avoidance measures, or both, beyond those referenced in the Project CEQA Compliance.

(l) Multiple applications by Developer for Subsequent Approvals may be made by Developer at the same time, and if so, shall be processed concurrently by City, unless otherwise requested by Developer.

(m) Notwithstanding any provision to the contrary, for purposes of interpretation of this Development Agreement and for purposes of determining whether Subsequent Approvals are consistent with this Development Agreement and the Applicable Law it describes (including, without limitation, the determination of whether any final subdivision maps substantially comply and conform to any tentative maps), changes to setbacks, size(s), dimensions, configuration, number or placement of lots, or public infrastructure regarding the Project shall be allowed by City without requiring an amendment of or to the Subsequent Approvals and/or without requiring any additional Subsequent Approvals, provided such changes meet all of the following criteria:

(1) Are expressly requested by Developer.

(2) Do not increase the then-existing total square footage of the Project in a substantial amount.

(3) Do not vary substantially from the then-existing layout and placement of uses, Master Backbone Infrastructure, and design standards for the Project.

(4) Are consistent with the provisions of the then-existing Applicable Law.

(5) Do not change the permitted uses of the Property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes. The foregoing is not intended to, and shall not, limit, impair, impede, or prohibit Developer from seeking and securing any and all density bonus(es) available under controlling state law and/or federal law, as such controlling law may be amended over time.

#### 2.05 Requirements of Development Agreement Statute.

(a) The permitted uses, density and/or intensity of use, maximum height and size of buildings and other structures, provisions for reservation or dedication of land, and other terms and conditions applicable to the Project and Property shall be those set forth in the Applicable

Law (which includes, without limitation, the General Plan, Specific Plan, Zoning, Existing City Laws, Existing Approvals, and Subsequent Approvals).

(b) As Subsequent Approvals are adopted and therefore become part of the Applicable Law of the Project, the Subsequent Approvals will refine the permitted uses, density and/or intensity of use, maximum height and size of buildings and other structures, provisions for reservation or dedication of land, and other terms and conditions applicable to the Project and Property.

2.06 **Timing of Development; Phasing; Initial Access to AC-1 Property.**

(a) The Parties acknowledge that the most efficient and economic development of the Property depends upon numerous factors, and that it will be most economically beneficial to have the rate of development determined by Developer. In particular, the Parties desire to avoid the result of the California Supreme Court's holding in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465 (where the failure of the parties therein to consider and expressly provide for the timing of the development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement), and therefore acknowledge that Developer shall have the right to develop the Project at such time as Developer deems appropriate within the exercise of its subjective business judgment.

(b) Accordingly, while the sequencing, and phasing of the development of the Project is addressed by the Specific Plan, this Development Agreement, and other Project Approvals, when and whether to go forward or not with development shall be in the sole and exclusive discretion of the Developer. For example, Developer shall have the authority to first develop lots 14 and 15 of the Large Lot Vesting Tentative Map, if Developer, in its sole and exclusive discretion, determines to do so. Consistent with the foregoing, this Section 2.06 of this Development Agreement addresses the "Phases" that apply to the development of the Project, which Phases are generally addressed in the Specific Plan, and which Specific Plan defers to this Development Agreement to refine the terms and conditions of such Phasing, including without limitation, the related MBI roadway segments. Phase 1 of the Specific Plan allows for the development of up to three hundred ninety seven (397) residential units, Phase 2 of the Specific Plan allows for the development of up to three hundred forty (345) residential units, Phase 3 of the Specific Plan allows for the development of up to two hundred sixty seven (267) residential units, and Phase 4 of the Specific Plan allows for the development of up to two hundred forty four (244) residential units. Additionally, any residential units allowed under any particular Phase (i.e., Phase 1, Phase 2, Phase 3, and Phase 4) that are not developed in that particular Phase shall be carried over to the next applicable Phase(s), and such next applicable Phase(s) shall have its allowed residential unit count increased by the number of such carried over residential units. By way of example only, if only 300 of the allowed 397 residential units in Phase 1 are developed in Phase 1, then 97 units shall be carried over into Phase 2, and therefore the allowed residential unit count in Phase 2 shall increase from 345 residential units to 442 allowed residential units. By continuing example, if only 400 of the 442 residential units now allowed in Phase 2 are developed in Phase 2, then 42 residential units would be carried over into Phase 3, and therefore the allowed residential unit count in Phase 3 would increase from 267 residential units to 309 allowed residential units. The ultimate cap on residential development in the Specific Plan is set at 1253 residential units (1010 residential units on the AC-1 Property, and 243 residential units on the Newell Property),

not including (counting) additional allowed residential units on both the AC-1 Property and the Newell Property secured through the California Density Bonus law and other Statutory programs allowing increases in density that may be available over the Term of this Development Agreement. The 1010 residential units allowed on the AC-1 Property (before California Density Bonus law and other Statutory programs allowing increases in density that may be available over the Term of this Development Agreement) is referred to in this Development Agreement as the “**AC-1 Residential Cap.**” The 243 residential units allowed on the Newell Property (before State Density Bonus increases, etc.) is referred to in this Development Agreement as the “**Newell Residential Cap.**” Additional allowed residential units on both the AC-1 Property and the Newell Property secured through the California Density Bonus law and other Statutory programs allowing increases in density that may be available over the Term of this Development Agreement shall not be counted against the residential units allowed under Phase 1, Phase 2, Phase 3, and/or Phase 4. Further, while the following sets forth a minimum Phase-by-Phase residential unit count for the Project, such Phase-by-Phase allocation shall not be allowed to exceed the AC-1 Residential Cap, nor shall such Phase-by-Phase allocation be allowed to exceed the Newell Residential Cap, unless such exceeding residential units are secured through the California Density Bonus law and other Statutory programs allowing increases in density that may be available over the Term of this Development Agreement. Finally, by cooperation and agreement of the relevant owners of the AC-1 Property and the Newell Property, all or any portion of the residential units allowed on each respective Property may be transferred to the other respective Property.

(1) The Project shall have the right to the first 318 residential units of the 397 residential unit total allowed in Phase 1. Such right to such residential units shall last the Term of this Agreement. The remaining residential units of the 397 residential unit total allowed in Phase 1 shall be available to the Project, subject to the following:

(A) Only after the Project has pulled building permits for, and/or is constructing, and/or has constructed, the 318 residential units; and

(B) Said remaining residential units in Phase 1 shall be available to both the Project and to the Newell Property on a first-come, first-served basis, provided that the property seeking such building permits has properly applied for, and met the issuance requirements of, such building permits for such remaining residential units.

(2) The Project shall have the right to the first 279 residential units of the residential units allowed in Phase 2. Such right to such residential units shall last the Term of this Agreement. The remaining residential units allowed in Phase 2 shall be available to the Project, subject to the following:

(A) Only after the Project has pulled building permits for, and/or is constructing, and/or has constructed, the 279 residential units; and

(B) Said remaining residential units in the Phase 2 Residential Cap shall be available to both the Project and the Newell Property on a first-come, first served basis, provided that the property seeking such building permits has properly applied for, and met the issuance requirements of, such building permits for such remaining residential units.

**(3)** The Project shall have the right to the first 217 residential units of the residential units allowed in Phase 3. Such right to such residential units shall last the Term of this Agreement. The remaining residential units allowed in Phase 3 shall be available to the Project, subject to the following:

**(A)** Only after the Project has pulled building permits for, and/or is constructing, and/or has constructed, the 217 residential units; and

**(B)** Said remaining residential units in Phase 3 shall be available to both the Project and to the Newell Property on a first-come, first served basis, provided that the property seeking such building permits has properly applied for, and met the issuance requirements of, such building permits for such remaining residential units.

**(4)** The Project shall have the right to the first 196 residential units of the residential units allowed in Phase 4. Such right to such residential units shall last the Term of this Agreement. Under the provisions of this Development Agreement, Phase 4 shall have 244 residential units, plus Phase 4 shall have all remaining carried over and still unused residential units from previous Phases. Therefore, whatever the number of remaining residential units allowed in Phase 4, such remaining residential units shall be available to the Project, subject to the following:

**(A)** Only after the Project has pulled building permits for, and/or is constructing, and/or has constructed, the 196 residential units; and

**(B)** Said remaining residential units in Phase 4 shall be available to both the Project and to the Newell Property on a first-come, first served basis, provided that the property seeking such building permits has properly applied for, and met the issuance requirements of, such building permits for such remaining residential units.

**(c)** Consistent with the foregoing, and as addressed below and throughout this Development Agreement, the Parties acknowledge that Developer, in Developer's sole and exclusive discretion, shall provide initial access to the Property from one, some, and/or all of the below-described initial access points, with the below-described Phase 1, Phase 2, Phase 3, and Phase 4 roadway improvements applying. Relevant Project subdivision maps shall provide further clarity, provided they do not vary from the basic rules set forth in this Section 2.06 of this Development Agreement. While at least two points of access will ultimately be applicable to the Project, the following addresses and establishes the different terms and conditions depending upon which of the different initial access points are pursued. The specific "segments" of the different roadways referenced below (i.e., Newell Drive, Rio Del Mar, Loop Road, etc.) are provided in detail in Section 2.07 of this Development Agreement and in *Exhibit B* to this Development Agreement. A connection from the existing terminus of Newell Drive northward to the intersection of Newell Drive and Rio Del Mar, and then westward on Rio Del Mar to either its intersection with SR 29 or its transition into South Napa Junction, and then further westward to the intersection of South Napa Junction with SR 29 shall be required by or before the date of City's issuance of the seven hundred forty third (743) building permit for a residential building permit on the Property. Section 2.07 of this Development Agreement speaks to other roadway improvements that Developer shall construct and improve if the "City Precursors" set forth in Section 2.07 of this Development Agreement are

satisfied. Additionally, “**Lot 14**” and “**Lot 15**” of the LLVTM are available for development in Phase 1 (and Phase 2, Phase 3, and Phase 4) of the Project’s development, and that maximum density permitted under the Specific Plan shall be allowed on the land comprising Lots 14 and Lot 15. Phase 1 roadway improvements relating to the following described “**Rolling Hills Drive Initial Access**” to the development of Lot 14 and Lot 15 shall be the extension of Rolling Hills Drive from the existing northern terminus of Rolling Hills Drive, northward to the northern boundary of Lot 14 and Lot 15, with a secondary access to Lot 14 and to Lot 15 due at the time of residential construction coming from the northern terminus of Summerwood Drive northward and eastward to its terminus at Rolling Hills Drive, as shown on *Exhibit B* to this Development Agreement. The Phase 2 roadway improvements relating to the Rolling Hills Drive Initial Access shall include the extension of Rolling Hills Drive from the Phase 1 terminus of Rolling Hills Drive northward to the intersection of Rolling Hills Drive and Rio Del Mar, and the extension of Loop Road from the Phase 1 terminus of Loop Road, to the northward edge of Loop Road Segment 2, as both are shown on *Exhibit B* to this Development Agreement. Phase 3 roadway improvements to the Rolling Hills Drive Initial Access shall be from the northern terminus of Loop Road Segment 2 eastward to the intersection of Loop Road and Newell Drive (as shown on *Exhibit B* to this Development Agreement), and Phase 4 roadway improvements relating to the Rolling Hills Drive Initial Access shall be Newell Drive Segment 5, as shown on *Exhibit B* to this Development Agreement.

(1) Phase 1 roadway improvements relating to the following described “**Newell Drive Initial Access**” shall begin (commence) from the existing terminus of Newell Drive, northward to the intersection of Newell Drive and Rio Del Mar then westward on Rio Del Mar to the intersection of Rio Del Mar and Loop Road, then northward on Loop Road to include “Loop Road Segment 1,” as that term is defined in Section 2.07 of this Development Agreement, and as shown on *Exhibit B* to this Development Agreement. The Phase 2 roadway improvements relating to the Newell Drive Initial Access shall include the extension of Rolling Hills Drive from the Phase 1 terminus of Rolling Hills Drive northward to the intersection of Rolling Hills Drive and Rio Del Mar, and the extension of Loop Road from the Phase 1 terminus of Loop Road, to the northward edge of Loop Road Segment 2, as both are shown on *Exhibit B* to this Development Agreement. Phase 2 roadway improvements relating to the Newell Drive Initial Access shall also include, at Developer’s sole and exclusive discretion, one of the following roadway improvements (all shown on *Exhibit B* to this Development Agreement):

(A) Commencing from the intersection of Loop Road and Rio Del Mar westward on Rio Del Mar to the intersection of Rio Del Mar and SR 29, as shown on *Exhibit B* to this Development Agreement.

(B) Commencing from the intersection of Loop Road and Rio Del Mar westward on Rio Del Mar, then southward as Rio Del Mar becomes South Napa Junction, to the intersection of South Napa Junction and SR 29, as shown on *Exhibit B* to this Development Agreement.

(2) Phase 1 roadway improvements relating to the following described “**SR 29/Rio Del Mar Initial Access**” shall begin (commence) from the intersection of SR 29 and Rio Del Mar, going eastward to the intersection of Rio Del Mar and Loop Road, and then going northward on Loop Road to include “Loop Road Segment 1,” as that term is defined in Section 2.07 of this Development Agreement), and as shown on *Exhibit B* to this Development Agreement.

The Phase 2 roadway improvements relating to the SR 29/Rio Del Mar Initial Access shall include the extension of Rolling Hills Drive from the Phase 1 terminus of Rolling Hills Drive northward to the intersection of Rolling Hills Drive and Rio Del Mar, and the extension of Loop Road from the Phase 1 terminus of Loop Road, to the northward edge of Loop Road Segment 2, as both are shown on *Exhibit B* to this Development Agreement. Phase 2 roadway improvements relating to the SR 29/Rio Del Mar Initial Access shall also include the following roadway improvements (all shown on *Exhibit B* to this Development Agreement): Commencing from the intersection of Loop Road and Rio Del Mar eastward on Rio Del Mar to the intersection of Rio Del Mar and Newell Drive, and then southward on Newell Drive to the existing northern terminus of Newell Drive.

(3) Phase 1 roadway improvements relating to the following described “SR 29/South Napa Junction Initial Access” shall begin (commence) from the intersection of SR 29 and South Napa Junction, going eastward on South Napa Junction to where South Napa intersections with Rio Del Mar, and then eastward on Rio Del Mar until the intersection of Rio Del Mar and Loop Road, and then going northward on Loop Road to include “Loop Road Segment 1” as that term is defined in Section 2.07 of this Development Agreement), and as shown on *Exhibit B* to this Development Agreement. The Phase 2 roadway improvements relating to the SR 29/South Napa Junction Initial Access shall include the extension of Rolling Hills Drive from the Phase 1 terminus of Rolling Hills Drive northward to the intersection of Rolling Hills Drive and Rio Del Mar, and the extension of Loop Road from the Phase 1 terminus of Loop Road, to the northward edge of Loop Road Segment 2, as both are shown on *Exhibit B* to this Development Agreement. Phase 3 roadway improvements to the SR 29/South Napa Junction Initial Access shall be from the northern terminus of Loop Road Segment 2 eastward to the intersection of Loop Road and Newell Drive (as shown on *Exhibit B* to this Development Agreement), and Phase 4 roadway improvements relating to the SR 29/South Napa Junction Initial Access shall be Newell Drive Segment 5, as shown on *Exhibit B* to this Development Agreement. Phase 2 roadway improvements relating to the SR 29/South Napa Junction Initial Access shall, at Developer’s sole and exclusive discretion, involve one, some, or all of the following roadway improvements (all shown on *Exhibit B* to this Development Agreement): Commencing from the intersection of Loop Road and Rio Del Mar eastward on Rio Del Mar to the intersection of Rio Del Mar and Newell Drive, and then southward on Newell Drive to the existing northern terminus of Newell Drive.

(d) Developer may, in Developer’s sole and exclusive discretion, delay commencement of construction of Phase 1 of the Napa Valley Ruins & Gardens development to coincide with commencement of the Specific Plan’s Phase 2 of residential development of the Project, provided that commencement of Phase 2 of residential development shall be conditioned upon commencement of Phase 1 of the NVR&G development.

## 2.07 **Additional Developer Obligations and Permitted Acts.**

(a) This Section 2.07 of this Development Agreement sets forth additional Developer obligations and permitted acts regarding the Project. As required by this Development Agreement for all actions of the Parties, unless given sole and exclusive discretion, Developer shall perform the following actions with Good Faith and Fair and Expeditious Dealing, and in the manner described below. The standards set forth in the Specific Plan shall be generally applicable to said improvements, unless the standards are otherwise set forth in the applicable Project subdivision map. Whether or not expressly set forth in this Section 2.07 of this Development

Agreement, whenever cooperation, coordination and/or application to a third-party public agency is required for any and all actions contemplated by this Development Agreement, then City shall be responsible for making such application to all such relevant public agencies (e.g., “CalTrans,” “PUC,” etc.). Additionally, Developer shall be responsible for the costs and fees related to such City cooperation, coordination and application, including City Staff time, which City Staff time costs and fees reflect the amount that City actually expends for such City Staff costs and fees, which City actual expenditures shall not include any administrative fees, charges, and/or assessments; but Developer shall not be responsible for any fees and costs related to the City Attorney, and/or any City Special Legal Counsel.

(b) Developer shall record the final map relating to the Large Lot Vesting Tentative Map within ninety (90) days of the Effective Date of this Development Agreement, and shall offer for dedication to the relevant public agency those roadways, parks, trails, civic and community spaces, and other public acreages shown on the face of the final map for the Large Lot Vesting Tentative Map.

(c) The following presumes, consistent with the custom and practices of the relevant trade/profession, that Developer shall submit to City fully engineered and stamped improvement/construction plans. As defined in Section 2.01 of this Development Agreement, Developer shall pay Processing Fee(s)” as follows.

(1) At the time of Building Permit issuance for a “Model Plan Review” (model home plan review) residential unit, Developer shall pay to City Processing Fees in the amount designated for that size/type of model home residential unit set forth in *Exhibit C* to this Development Agreement. Said amount of Processing Fees shall be considered to be in Calendar Year 2019 dollars, and, commencing in 2020, that amount shall be increased each year by the relevant year’s percentage amount set forth in the Construction Cost Index for the San Francisco Region.

(2) At the time of Building Permit issuance for an “After Model Plan Review” residential unit, Developer shall pay to City Processing Fees in the amount designated for that size/type of After Model Plan Review residential unit set forth in *Exhibit C* to this Development Agreement. Said amount of Processing Fees shall be considered to be in Calendar Year 2019 dollars, and, commencing in 2020, that amount shall be increased each year by the relevant year’s percentage amount set forth in the Construction Cost Index for the San Francisco Region.

(3) For Project construction not addresses by (c)(1) and (c)(2) of this Section 2.07 of this Development Agreement, Developer shall pay, in Developer’s sole and exclusive discretion, one or some combination of the following options:

(A) To City, those Processing Fees that at the time Processing Fees are due to City reflects the amount that City actually expends to provide such processing services, which City actual expenditures shall not include any administrative fees, charges, and/or assessments; and/or

(B) To a third-party consultant (“**Processing Consultant**”) acceptable to City and contracted directly with Developer the amount that the Processing Consultant and Developer contract for such processing services. Should Developer desire to contract with a particular Processing Consultant, prior to entering into such contract, Developer shall provide written notice to City at least thirty (30) days prior to Developer entering into such Processing Consultant contract (the “30-day period”), which notice to City shall address such intended contract, including without limitation, naming the intended Processing Consultant. Within thirty (30) days of receipt of such notice from Developer, City shall indicate its consent or objections, in writing. If City fails to raise objection to Developer within such 30-day period, City consent shall be deemed provided. If City raises objection to such Developer-noticed Inspection Consultant within said 30-day period, then the Resolution Process set forth in this Development Agreement shall apply. City and Developer shall maintain and update a list of Processing Consultants acceptable to City. And/or,

(C) To a Processing Consultant acceptable to City and contracted directly with Developer and City (a three-party agreement) the amount that the Processing Consultant and Developer contract for such processing services. Again, City and Developer shall maintain and update a list of Processing Consultants acceptable to City.

(d) The following presumes, consistent with the custom and practices of the relevant trade/profession, that Developer shall submit to City fully engineered and stamped improvement/construction plans. In Developer’s sole and exclusive discretion, Developer shall pay Inspection Fees for residential development, MBI, in-tract infrastructure, NVRG and Hotel, and/or any other Project construction requiring inspection, in either or some combination of the following options:

(1) To City, those Inspection Fees that at the time Inspection Fees are due to City reflects the amount that City actually expends to provide such inspection services, which City actual expenditures shall not include any administrative fees, charges, and/or assessments; and/or;

(2) To a third-party consultant acceptable to City and contracted directly with Developer (“**Inspection Consultant**”) the amount that the Inspection Consultant and Developer contract for such inspection services. Should Developer desire to contract with a particular Inspection Consultant, prior to entering into such contract, Developer shall provide written notice to City at least thirty (30) days prior to Developer entering into such Inspection Consultant contract (the “30-day period”), which notice to City shall address such intended contract, including without limitation, naming the intended Inspection Consultant. Within thirty (30) days of receipt of such notice from Developer, City shall indicate its consent or objections, in writing. If City fails to raise objection to Developer within such 30-day period, City consent shall be deemed provided. If City raises objection to such Developer-noticed Inspection Consultant within said 30-day period, then the Resolution Process set forth in this Development Agreement shall apply. City and Developer shall maintain and update a list of Inspection Consultants acceptable to City. And/or,

(3) To an Inspection Consultant acceptable to City and contracted directly with Developer and City (a three-party agreement) the amount that the Inspection Consultant and Developer contract for such inspection services. Again, City and Developer shall maintain and update a list of Inspection Consultants acceptable to City.

(e) Regarding the Project's Affordable Housing requirements, Developer compliance with the following (1) or (2) below shall be deemed to be full compliance with all City, State and other controlling affordable housing law requirements:

(1) Developer shall:

(A) Developer shall pay the City's Affordable Housing Fee, in the amounts set forth in *Exhibit C* to this Development Agreement; and

(B) Developer shall ensure that fifty one (51) of the Project's residential units shall be "**Affordable by Design.**" For the purposes of this Development Agreement, "Affordable by Design" shall mean that the residential unit has 1200 square feet or less of occupiable space, has exactly three (3) bedrooms (no more or less) and at least two (2) baths. Such Affordable by Design residential units shall not be restricted in any way by City. City may, at City's sole and exclusive discretion, offer program(s) to promote such Affordable by Design residential units, provided City does not restrict in any fashion Developer's sale of such Affordable by Design units; and/or,

(2) Developer shall use the California Housing Density Bonus statute, including without limitation, California Government Code sections 65915 *et seq.*, in one of several ways, including without limitation, the following:

(A) Developer shall provide to City three (3) contiguous acres of land for the purposes of affordable housing. Such 3 acres of land can accommodate up to one hundred one (101) affordable residential units. Such 101 residential units are approximately ten percent (10%) of Developer's market rate residential units. The location of such 3 acres of land shall be at Developer's sole and exclusive discretion. Upon provision of such land to City, the Project (Developer) shall be entitled to the greater of the following: a density bonus of fifteen percent (15%) (additional market rate residential units), which results in one hundred fifty two (152) additional market rate residential units on the Property; and/or,

(B) Developer shall construct fifty one (51) residential units qualifying as "Very Low Income" affordable residential units (under applicable California Density Bonus law) on the Property. The location of such 51 Very Low Income affordable residential units on the Property shall be at Developer's sole and exclusive discretion. Such 51 Very Low Income affordable residential units are approximately five percent (5%) of the Project's total residential units. Such 51 Very Low Income affordable residential units, shall entitle the Project (Developer) to the greater of the following: a density bonus of twenty percent (20%), which density bonus results in two hundred two (202) additional market rate residential units on the Property; and/or

(C) That density bonus allowed by controlling law at such time as the density bonus is sought by Developer.

(3) Consistent with the foregoing, the Parties may enter, but are not required to enter, an “**Affordable Housing Agreement**” reflecting the issues addressed by this Development Agreement. Any such Affordable Housing Agreement shall be considered a Subsequent Approval and shall become part of this Development Agreement’s “Applicable Law” once such Affordable Housing Agreement takes Legal Effect.

(f) Because of the extent of Developer construction of MBI, including without limitation, the Rio Del Mar improvements, collectively beyond the impacts of the Project, during the Term of this Development Agreement, Developer shall not pay any past, current and/or future City development fees, impact fees, mitigation fees and/or any and all other impact fees imposed on development in the City in any and all categories (collectively, “**City Impact Fees**”). Such City Impact Fees that Developer shall not pay during the Term of this Agreement include, without limitation, Civic Facility Fees, Wastewater Capacity Fees, Water Capacity Fees, Traffic Impact Fees, Parks & Recreation Fees, and/or General Plan Update Fees, and any other present or future City Impact Fee imposed on development to mitigate Project impacts and provide funding for public infrastructure, services and/or facilities.

(g) Developer shall comply with City’s “**Zero Water Footprint Policy**,” as such Policy is set forth in the American Canyon Municipal Code Section 13.10.010, by extending the City’s existing recycled water infrastructure so that non-potable demands within the AC-1 Property and Project shall be served by recycled water, and by undertaking one or more of the following alternatives, which alternative(s) Developer chooses shall be in Developer’s sole and exclusive discretion, set forth in the Water Supply Assessment (February 2016), which was prepared by West Yost Associates and approved by the City on March 1, 2016:

(1) Contribution to the City’s potable water offset program to help directly offset the Project’s projected potable water demand.

(2) The 1993 Easement Agreement provides Developer the right to purchase up to one hundred sixty (160) acre feet of water per year from the City of Vallejo. That Developer right is subject to other transactions, one of which has transferred approximately twenty five (25) acre feet to a non-Developer entity. Assignment to City of the entirety of Developer’s interest in the 1993 Easement Agreement with the City of Vallejo, whatever that Developer interest may be after such other transactions are accounted for.

(3) Purchase of the City’s 2016 Vallejo Treated Water option (as set forth in the Water Service Agreement between City and the City of Vallejo dated May 1, 1996) and contribution to a funding mechanism to offset the additional cost of that water supply.

(4) Enter a potential “**Zero Water Footprint Agreement**” (as set forth in Section 2.09 of this Development Agreement), through which the Parties would negotiate these and other options to satisfy the City’s Zero Water Footprint policies and goals.

(h) Developer shall take the following actions regarding the following Project’s master backbone infrastructure (“**Master Backbone Infrastructure**” or “**MBI**”), a copy of which

is attached as *Exhibit B* to this Development Agreement. The standards set forth in the Specific Plan shall be generally applicable to said improvements, unless the standards are otherwise set forth in the applicable Project subdivision map:

(1) Regarding the below-described Newell Drive and its subparts:

(A) For the purposes of this Development Agreement, “**Newell Drive**” shall mean the collective total of the following five (5) segments:

(i) “**Newell Drive Segment 1**” shall mean that portion of Newell Drive commencing from the existing northern terminus of Newell Drive to the northern edge of the intersection of Newell Drive and Rio Del Mar.

(ii) “**Newell Drive Segment 2**” shall mean that portion of Newell Drive commencing from the northern edge of the intersection of Newell Drive and Rio Del Mar and then northward to and until the existing northeastern boundary of the Newell Property.

(iii) “**Newell Drive Segment 3**” shall mean that portion of Newell Drive commencing from the existing northeastern boundary of the Newell Property northward to and until the southern boundary of the intersection of Newell Drive and Loop Road.

(iv) “**Newell Drive Segment 4**” shall mean that portion of Newell Drive commencing from the southern edge of the intersection of Newell Drive and Loop Road and then northward to and until the existing northeastern boundary of the AC-1 Property.

(v) “**Newell Drive Segment 5**” shall mean that portion of Newell Drive commencing from the existing northeastern boundary of the AC-1 Property northwesterly to Newell Drive’s proposed intersection with Green Island Road and State Highway 29.

(B) Developer shall dedicate to City, upon the Project’s first recorded subdivision map (*e.g.*, the final map relating to the Large Lot Vesting Tentative Map), the following regarding Newell Drive:

(i) Newell Drive Segment 3 right of way;

(ii) Newell Drive Segment 4 right of way; and

(iii) Any and all other Newell Drive right-of-way land that lays on the AC-1 Property (and described in *Exhibit B* to this Development Agreement).

(C) As further set forth in Section 2.08 of this Development Agreement, City shall secure the dedications of Newell Drive Segment 5 right of way, and any and all other Newell Drive right-of-way land needed (other than that which is the

responsibility of Developer) to complete Newell Drive from its existing terminus to Newell Drive's proposed intersection with Green Island Road and State Highway 29.

(D) Developer shall improve and construct the relevant portions of Newell Drive, including and excluding, as follows: Newell Drive Segment 1, with the exception that the portion of such Newell Drive Segment 1 improvements located on the Newell Property that Developer shall improve and construct shall be limited to one-half (1/2) width of a typical roadway section (as shown in the Specific Plan), which provides for a single travel lane in each direction.

(E) The Newell Parcel Map dedicates to City the right-of-way relating to Newell Drive Segment 1 and Newell Drive Segment 2. However, the timing of development of the Newell Property, including without limitation the full construction and improvement of Newell Drive Segment 1, Newell Drive Segment 2, Newell Drive Segment 3, and Newell Drive Segment 4, is unknown. The Specific Plan and this Development Agreement sets forth "Phases" of MBI, residential and NVR&G and Hotel development. Therefore, to help maximize the potential completion of the entirety of Newell Drive and all of its Segments, the commencement of Watson Ranch Specific Plan's Phase 4 of residential development shall be conditioned upon Developer's commencement of the below-described "**Developer's Newell Drive Obligations,**" which are Newell Drive Segment 2, Newell Drive Segment 3, Newell Drive Segment 4, and Newell Drive Segment 5, provided the relative/relevant below-described "**City Precursors**" (prerequisites) to each such Developer's Newell Drive Obligations have been satisfied by City, as provided below. Developer's Newell Drive Obligation, if invoked, involves the construction and improvement of all or any one of Newell Drive Segment 2, Newell Drive Segment 3, Newell Drive Segment 4, and/or Newell Drive Segment 5, as further detailed in *Exhibit B* to this Development Agreement and the City's General Plan Circulation Element. In other words, if City can satisfy the below-described City Precursors for any one of, or some of, or all of, the Newell Drive Segments (i.e., Newell Drive Segment 2, Newell Drive Segment 3, Newell Drive Segment 4, and/or Newell Drive Segment 5), then Developer shall be required to construct such Newell Drive Segments for which the City Precursors are met (e.g., Newell Drive Segment 2, Newell Drive Segment 3, Newell Drive Segment 4, and/or Newell Drive Segment 5). By way of example only, if City can satisfy the City Precursors for Newell Drive Segment 2, but cannot yet satisfy the City Precursors for Newell Drive Segment 3, Newell Drive Segment 4, and/or Newell Drive Segment 5, then Developer shall be required to construct Newell Drive Segment 2, but Developer shall not be required to construct Newell Drive Segment 3, Newell Drive Segment 4, and/or Newell Drive Segment 5 until, if, and when, if ever, City can satisfy the City Precursors for Newell Drive Segment 3, Newell Drive Segment 4, and/or Newell Drive Segment 5. Developer's Newell Drive Obligations, if invoked, is a construction obligation only, which shall be "cost neutral" to Developer. For the purposes of this Development Agreement, "cost neutral" shall mean that the Parties intend that Developer incurs no legal, equitable, and/or administrative liability, no cost obligations and/or cost liability from performing Developer's Newell Drive Obligation, and that if any costs are incurred by Developer in performing Developer's Newell Drive Obligation, that such incurred Developer cost(s) (including without limitation providing Developer with a reasonable construction management fee in an amount consistent with practices within the trades for such roadway construction, and

every other task required) shall be fully refunded/reimbursed by City within thirty (30) days of presentation of such costs by Developer to City. Further, Developer's Newell Drive Obligation shall not invoke unless and until City has first secured and satisfied (and such items are completed and legally enforceable) all actions necessary and/or desirous for Developer to commence Developer's Newell Drive Obligation, including without limitation, all of the following (collectively, "**City Precursors**"): the Newell Property and its owners have not submitted development applications of any kind and have not been separately obligated to construct and improve Newell Drive Segment 1 (either 2 travel lanes in each direction, or, if Developer has already provided a travel lane in each direction, a single travel lane in each direction), Newell Drive Segment 2, Newell Drive Segment 3 and Newell Drive Segment 4; all design and improvement plans; all permits, permissions, and authorities from all relevant federal, state, regional and/or local authorities (including without limitation PUC); all federal, state, regional and/or local environmental clearances (including without limitation CEQA compliance), all required rights-of-way, all monies necessary to fully fund Developer's Newell Drive Obligation (so that there is no out-of-pocket cost to Developer (cost neutral)), all indemnities and waivers necessary to hold Developer harmless for each and every aspect of such Developer actions included in Developer's Newell Drive Obligation, guaranteed payment to Developer of a construction management fee in an amount consistent with practices within the trades for such roadway construction, and every other task, permission, or other aspect necessary or desirous to the completion of Developer's Newell Drive Obligation. If at the commencement of Watson Ranch Specific Plan's Phase 4 of residential development the City Precursors are not fully satisfied and in place, then Developer may commence development of the Watson Ranch Specific Plan's Phase 4 of residential development and shall no longer be responsible for Developer's Newell Drive Obligation. The status of the City Precursors shall be addressed in the Annual Review of this Development Agreement in order to keep the Parties apprised of status.

(2) Regarding Rio Del Mar With an At-Grade Railroad Crossing. A railroad crossing at Rio Del Mar is anticipated for the Project by the General Plan and Specific Plan. The Parties generally desire that the railroad crossing at Rio Del Mar be an "at-grade" crossing. However, the Parties also recognize that time, money, and the authority of others, including without limitation governmental agencies such as the California Public Utilities Commission ("**PUC**"), have influence and authority over such at-grade crossing options. Further, the Parties recognize that time savings, certain Developer financial obligation reductions, and other factors may make a grade-separated crossing at Rio Del Mar more attractive and achievable. Lastly, the Parties recognize that should an at-grade or grade-separated railroad crossing at Rio Del Mar prove unsuccessful, there exists a private at-grade railroad crossing at South Napa Junction that is the subject of a previous settlement agreement. Therefore, which railroad crossing to pursue will be an evolving analysis by the Parties as they work through the many issues. At any time period during which an at-grade railroad crossing is being pursued, Developer, exercising its sole and exclusive discretion, shall have the right to assert to City that such an at-grade application should be abandoned and/or otherwise put aside and that a grade-separated railroad crossing at Rio Del Mar shall be pursued. If such an assertion is made, then such at-grade application will be abandoned and/or otherwise put aside and a grade-separated railroad crossing at Rio Del Mar shall be pursued by the Parties. The following addresses an at-grade railroad crossing, and the resulting "**At-Grade Rio Del Mar**" and its subparts:

(A) For the purposes of this Development Agreement, and as further described in *Exhibit B* of this Development Agreement, “**At-Grade Rio Del Mar**” shall mean the collective total of land dedications and improvements of Rio Del Mar with an at-grade railroad crossing; At-Grade Rio Del Mar is divided into the following six Segments:

(i) “**At-Grade Rio Del Mar Segment 1**” shall be that segment of At-Grade Rio Del Mar that stretches eastward from the eastern edge of the below-described “**SR 29/Rio Del Mar Tie-In**” to the eastern edge of the Main Street extension;

(ii) “**At-Grade Rio Del Mar Segment 2**” shall be that segment of At-Grade Rio Del Mar that stretches eastward from the eastern edge of the Main Street extension to the western edge of the below-described “**At-Grade Railroad Crossing;**”

(iii) “**At-Grade Rio Del Mar Railroad Crossing Segment**” shall be that segment of At-Grade Rio Del Mar that encompasses the physical railroad tracks and railroad right-of-way;

(iv) “**At-Grade Rio Del Mar Segment 3**” shall be that segment of At-Grade Rio Del Mar that stretches eastward from the eastern edge of the At-Grade Railroad Crossing Segment to the western edge of Loop Road;

(v) “**At-Grade Rio Del Mar Segment 4**” shall be that segment of At-Grade Rio Del Mar that stretches from the western edge of Loop Road to the western edge of the Newell Property; and

(vi) “**At-Grade Rio Del Mar Segment 5**” shall be that segment of At-Grade Rio Del Mar that stretches from the western edge of the Newell Property to the western edge of Newell Drive.

(B) It is understood by the Parties that such right-of-way dedications shall reflect the right-of-way requirements of the General Plan and Specific Plan, and that if City is responsible for securing the dedication, that City shall secure the dedication at City’s sole cost and expense and at such time as the Parties agree is necessary to ensure the absence of Developer construction delay on the Rio Del Mar Improvements. City shall coordinate the acquisition of right-of-way from the relevant property owner(s), with the goal being the full dedication of At-Grade Segment 1, At-Grade Segment 2, and At-Grade Segment 5 at no cost to the Parties. The Parties recognize that if *eminent domain* or other City actions are necessary to acquire the right-of-way from the relevant property owner(s) needed for the construction At-Grade Segment 1, At-Grade Segment 2, and At-Grade Segment 5, delays may occur and shall be allowed. Should *eminent domain* be required, acquisition shall be by, and at the sole and exclusive cost and expense of, City. Regarding the dedication of the relevant Segments of At-Grade Rio Del Mar, the following shall apply:

- (i) City shall secure the dedication of At-Grade Rio Del Mar Segment 1;
- (ii) City shall secure the dedication of At-Grade Rio Del Mar Segment 2;
- (iii) The details of the “At-Grade Rio Del Mar Railroad Crossing Segment” are addressed in subdivision (h)(4) of this Section 2.07 of this Development Agreement;
- (iv) Developer shall dedicate to City, upon the Project’s first recorded subdivision map (e.g., the final map relating to the Large Lot Vesting Tentative Map), At-Grade Rio Del Mar Segment 3;
- (v) Developer shall dedicate to City, upon the Project’s first recorded subdivision map (e.g., the final map relating to the Large Lot Vesting Tentative Map), At-Grade Rio Del Mar Segment 4; and
- (vi) City secured the dedication of At-Grade Rio Del Mar Segment 5 through the recordation of the Newell Parcel Map.

(C) It is understood by the Parties that when Developer or City is required by this Development Agreement (below) to construct (or cause the financing and/or construction of) At-Grade Rio Del Mar improvements, such improvements shall be constructed and improved at such time as set forth in the Project’s relevant subdivision map approval. That being stated, general construction and improvement obligations regarding At-Grade Rio Del Mar are as follows:

- (i) Developer shall be responsible for the construction and improvement of At-Grade Rio Del Mar Segment 1 at such time as set forth in the Project’s relevant subdivision map approval, provided that Developer shall be reimbursed by City for Developer’s full costs related to such construction and improvement of such At-Grade Rio Del Mar Segment 1, and provided that such full reimbursement by City to Developer shall occur the earlier of the following events: Within thirty (30) days of the date of the recording of any final subdivision map regarding the “**Adobe Property**,” or within thirty (30) days of the date of the City’s issuance of any Building Permit regarding the Adobe Property. For the purposes of this Development Agreement, the “**Adobe Property**” shall mean that property depicted on *Exhibit A* to this Development Agreement. Further, for the purposes of this Development Agreement, Developer’s full costs (including without limitation, a reasonable construction management fee in an amount consistent with practices within the trades for such roadway construction, and every other task required) related to such construction and improvement of such At-Grade Rio Del Mar Segment 1 shall be referred to as “**Developer’s At-Grade Rio Del Mar Segment 1 Costs**”;
- (ii) Developer shall be responsible for the construction and improvement of At-Grade Rio Del Mar Segment 2 at such time as set forth in

the Project's relevant subdivision map approval, provided that Developer shall be reimbursed by City for Developer's full costs related to such construction and improvement of such At-Grade Rio Del Mar Segment 2, with such reimbursement being a priority, and coming from funds City secures through City's imposition on other development in the City some form of fees, charges, assessments and/or other means, and further provided that such City reimbursement obligation to Developer shall continue until such time as Developer is fully so reimbursed, or this Development Agreement's Term concludes, whichever occurs first. For the purposes of this Development Agreement, Developer's full costs related to such construction and improvement of such At-Grade Rio Del Mar Segment 2 shall be referred to as "**Developer's At-Grade Rio Del Mar Segment 2 Costs**";

(iii) The details of the "At-Grade Rio Del Mar Railroad Crossing Segment" are addressed in subdivision (h)(4) of this Section 2.07 of this Development Agreement;

(iv) Developer shall be responsible for the construction and improvement of At-Grade Rio Del Mar Segment 3 at such time as set forth in the Project's relevant subdivision map approval;

(v) Developer shall be responsible for the construction and improvement of At-Grade Rio Del Mar Segment 4 at such time as set forth in the Project's relevant subdivision map approval; and,

(vi) Developer shall be responsible for the construction and improvement of At-Grade Rio Del Mar Segment 5 at such time as set forth in the Project's relevant subdivision map approval.

**(3) Regarding Rio Del Mar With a Grade-Separated Railroad Crossing.** The following addresses a grade-separated railroad crossing, and the resulting "**Grade-Separated Rio Del Mar**" and its subparts:

**(A)** For the purposes of this Development Agreement, and as further described in *Exhibit B* of this Development Agreement, "**Grade-Separated Rio Del Mar**" shall mean the collective total of land dedications and improvements of Rio Del Mar with a grade-separated railroad crossing; Grade-Separated Rio Del Mar is divided into the following six Segments:

(i) "**Grade-Separated Rio Del Mar Segment A**" shall be that segment of Grade-Separated Rio Del Mar that stretches eastward from the eastern edge of the below-described "**SR 29/Rio Del Mar Tie-In**" to the eastern edge of the Main Street extension;

(ii) "**Grade-Separated Rio Del Mar Segment B**" shall be that segment of Grade-Separated Rio Del Mar that stretches eastward from the eastern edge of the Main Street extension to the western edge of the below-described "**Grade-Separated Railroad Crossing Segment**";

(iii) **“Grade-Separated Rio Del Mar Railroad Crossing Segment”** shall be that segment of Grade-Separated Rio Del Mar that encompasses the physical railroad tracks and railroad right-of-way, and further, shall include all ground excavation, retaining walls, footings, railings, groundwater pumping systems, and the like, that are necessary to effect a safe separation of the roadway grade from and under the railroad tracks and crossing regardless of location. By way of example only, retaining walls running under the railroad tracks and then rising up along the roadway to at-grade elevation that are used to support the soil adjacent to such Rio Del Mar roadway shall be considered part of the **“Grade-Separated Rio Del Mar Railroad Crossing Segment”** even if such retaining wall improvements geographically are located within the area described by this Development Agreement as “Grade-Separated Rio Del Mar Segment B.”

(iv) **“Grade-Separated Rio Del Mar Segment C”** shall be that segment of Grade-Separated Rio Del Mar that stretches eastward from the eastern edge of the Grade-Separated Railroad Crossing Segment to the western edge of Loop Road;

(v) **“Grade-Separated Rio Del Mar Segment D”** shall be that segment of Grade-Separated Rio Del Mar that stretches eastward from the western edge of Loop Road to the western edge of the Newell Property; and

(vi) **“Grade-Separated Rio Del Mar Segment E”** shall be that segment of Grade-Separated Rio Del Mar that stretches eastward from the western edge of the Newell Property to the western edge of Newell Drive.

**(B)** It is understood by the Parties that all such right-of-way dedications shall reflect the right-of-way requirements of the General Plan and Specific Plan, and that if City is responsible for securing the dedication, that City shall secure the dedication at City’s sole cost and expense and at such time as the Parties agree is necessary to ensure the absence of Developer construction delay on the Rio Del Mar Improvements. City shall coordinate the acquisition of right-of-way from the relevant property owner, with the goal being the full dedication of Grade-Separated Segment A and Grade-Separated Segment B, and Grade-Separated E at no cost to the Parties. The Parties recognize that if *eminent domain* or other City actions are necessary to acquire the right-of-way from the relevant property owner(s) needed for the construction of Grade-Separated Segment A, Grade-Separated Segment B, and Grade-Separated E, delays may occur and shall be allowed. Should *eminent domain* be required, acquisition shall be by, and at the sole and exclusive cost and expense of, City. Regarding the dedication of the relevant Segments of Grade-Separated Rio Del Mar, the following shall apply:

(i) City shall secure the dedication of Grade-Separated Rio Del Mar Segment A;

(ii) City shall secure the dedication of Grade-Separated Rio Del Mar Segment B;

(iii) The details of the “Grade-Separated Rio Del Mar Railroad Crossing Segment” are address below in subdivision (h)(4) of this Section 2.07 of this Development Agreement;

(iv) Developer shall dedicate to City, upon the Project’s first recorded subdivision map (e.g., the final map relating to the Large Lot Vesting Tentative Map), Grade-Separated Rio Del Mar Segment C;

(v) Developer shall dedicate to City, upon the Project’s first recorded subdivision map (e.g., the final map relating to the Large Lot Vesting Tentative Map), Grade-Separated Rio Del Mar Segment D; and

(vi) City secured the dedication of Grade-Separated Rio Del Mar Segment E through the recordation of the Newell Parcel Map.

(C) It is understood by the Parties that when Developer or City is required by this Development Agreement (below) to construct (or cause the financing and/or construction of) Grade-Separated Rio Del Mar improvements, such improvements shall be constructed and improved at such time as set forth in the Project’s relevant subdivision map approval. That being stated, general construction and improvement obligations regarding Grade-Separated Rio Del Mar are as follows:

(i) Developer shall be responsible for the construction and improvement of Grade-Separated Rio Del Mar Segment A at such time as set forth in the Project’s relevant subdivision map approval, provided that the portion of the costs to Developer of constructing and improving Grade-Separated Rio Del Mar Segment A that is equal to “**Developer’s At-Grade Rio Del Mar Segment 1 Costs**” shall be reimbursed by City to Developer, and provided that such reimbursement by City to Developer (for the dollar amount of the portion of the costs to Developer of constructing and improving Grade-Separated Rio Del Mar Segment A that is equal to “**Developer’s At-Grade Rio Del Mar Segment 1 Costs**”) shall occur the earlier of the following events: Within 30 days of the date of the recording of any final subdivision map regarding the Adobe Property, or within 30 days of the date of any City issuance of any Building Permit regarding the Adobe Property.

(ii) Developer shall be responsible for the construction and improvement of Grade-Separated Rio Del Mar Segment B at such time as set forth in the Project’s relevant subdivision map approval, provided that the portion of the costs to Developer of constructing and improving Grade-Separated Rio Del Mar Segment B that is equal to “**Developer’s At-Grade Rio Del Mar Segment 2 Costs**” shall be reimbursed by City to Developer, and provided that such reimbursement by City to Developer (for the dollar amount of the portion of the costs to Developer of constructing and improving Grade-Separated Rio Del Mar Segment B that is equal to “**Developer’s At-Grade Rio Del Mar Segment 2 Costs**”) shall be a priority, and shall come from funds come from funds City secures through City’s imposition on other development in the City some form of fees,

charges, assessments and/or other means, and further provided that such City reimbursement obligation to Developer shall continue until such time as Developer is fully so reimbursed, or this Development Agreement's Term concludes, whichever occurs first.

(iii) The details of the "Grade-Separated Rio Del Mar Railroad Crossing Segment" are addressed below in subdivision (h)(4) of this Section 2.07 of this Development Agreement;

(iv) Developer shall be responsible for the construction and improvement of Grade-Separated Rio Del Mar Segment C at such time as set forth in the Project's relevant subdivision map approval;

(v) Developer shall be responsible for the construction and improvement of Grade-Separated Rio Del Mar Segment D at such time as set forth in the Project's relevant subdivision map approval; and,

(vi) Developer shall be responsible for the construction and improvement of Grade-Separated Rio Del Mar Segment E at such time as set forth in the Project's relevant subdivision map approval.

(D) Regarding South Napa Junction with an At-Grade Railroad Crossing: a potential railroad crossing at South Napa Junction, while not favored by the Parties as the first option, is an option allowed for the Project by the General Plan, Specific Plan, and this Development Agreement. The Parties desire that the railroad crossing at South Napa Junction remain an "at-grade" crossing, and that each of the below-described components that collectively comprise the below-described "South Napa Junction" and "SR 29/South Napa Junction Tie-In" improvements be of a size, and quality of design, improvement, and construction similar to those of the Segments comprising the "At-Grade Rio Del Mar" improvements, the "Grade-Separated Rio Del Mar" improvements, and the "SR 29/Rio Del Mar Tie-In." For the purposes of such an at-grade railroad crossing at South Napa Junction, and the concomitant access to the Property and Project, the following shall apply. The South Napa Junction improvements ("**South Napa Junction**") shall be the collective total of the following six (6) segments:

(i) "**South Napa Junction Segment 1**" shall be that segment of South Napa Junction that stretches eastward from the eastern edge of the below-described "**SR 29/ South Napa Junction Tie-In**" to the eastern edge of the Main Street extension;

(ii) "**South Napa Junction Segment 2**" shall be that segment of South Napa Junction that stretches eastward from the eastern edge of the Main Street extension to the western edge of the below-described "**South Napa Junction Railroad Crossing Segment**;"

(iii) "**South Napa Junction Railroad Crossing Segment**" shall be that segment of South Napa Junction that encompasses the physical railroad tracks and railroad right-of-way;

(iv) **“South Napa Junction Segment 3”** shall be that segment of South Napa Junction that stretches eastward from the eastern edge of the South Napa Junction Railroad Crossing to the western edge of Loop Road;

(v) **“South Napa Junction Segment 4”** shall be that segment of South Napa Junction that stretches from the western edge of Loop Road to the western edge of the Newell Property; and;

(vi) **“South Napa Junction Segment 5”** shall be that segment of At-Grade Rio Del Mar that stretches from the western edge of the Newell Property to the western edge of Newell Drive.

(E) It is understood by the Parties that right-of-way dedications shall reflect the right-of-way requirements of the General Plan and Specific Plan, and that if City is responsible for securing the dedication under this Development Agreement, that City shall secure the dedication at City’s sole cost and expense and at such time as the Parties agree is necessary to ensure the absence of Developer construction delay on South Napa Junction. City shall coordinate the acquisition of right-of-way from the relevant property owner, with the goal being the full dedication of South Napa Junction Segment 1 and/or South Napa Junction Segment 2 at no cost to the Parties. The Parties recognize that if *eminent domain* or other City actions are necessary to acquire the right-of-way from the relevant property owner(s) needed for the construction South Napa Junction Segment 1 and/or South Napa Junction Segment 2, delays may occur and shall be allowed. Should *eminent domain* be required, acquisition shall be by, and at the sole and exclusive cost and expense of, City. Regarding the dedication of the relevant Segments of South Napa Junction, the following shall apply:

(i) City shall secure the dedication of South Napa Junction Segment 1;

(ii) City shall secure the dedication of South Napa Junction Segment 2;

(iii) The details of the “South Napa Junction Railroad Crossing” are addressed in subdivision (h)(4) of this Section 2.07 of this Development Agreement;

(iv) Developer shall dedicate to City, upon the Project’s first recorded subdivision map (*e.g.*, the final map relating to the Large Lot Vesting Tentative Map), South Napa Junction Segment 3;

(vii) Developer shall dedicate to City, upon the Project’s first recorded subdivision map (*e.g.*, the final map relating to the Large Lot Vesting Tentative Map), South Napa Junction Segment 4; and

(viii) South Napa Junction Segment 5 was dedicated to City through the Newell Parcel Map.

(F) It is understood by the Parties that when Developer or City is required by this Development Agreement (below) to construct (or cause the financing and/or construction of) South Napa Junction improvements, such improvements shall be constructed and improved at such time as set forth in the Project's relevant subdivision map approval. That being stated, general construction and improvement obligations regarding South Napa Junction are as follows:

(i) Developer shall be responsible for the construction and improvement of South Napa Junction Segment 1 at such time as set forth in the Project's relevant subdivision map approval, provided that Developer shall be reimbursed by City for Developer's full costs related to such construction and improvement of such South Napa Junction Segment 1, and provided that such full reimbursement by City to Developer shall occur the earlier of the following events: The recording of any final subdivision map regarding the "**Adobe Property**," or the City issuance of any Building Permit regarding the Adobe Property. For the purposes of this Development Agreement, the "**Adobe Property**" shall mean that property depicted on *Exhibit A* to this Development Agreement. Further, for the purposes of this Development Agreement, Developer's full costs related to such construction and improvement of such South Napa Junction Segment 1 shall be referred to as "**Developer's South Napa Junction Segment 1 Costs**";

(ii) Developer shall be responsible for the construction and improvement of South Napa Junction Segment 2 at such time as set forth in the Project's relevant subdivision map approval, provided that Developer shall be reimbursed by City for Developer's full costs related to such construction and improvement of such South Napa Junction Segment 2, with such reimbursement being a priority, and coming from funds City secures through City's imposition on other development in the City some form of fees, charges, assessments and/or other means, and further provided that such City reimbursement obligation to Developer shall continue until such time as Developer is fully so reimbursed, or this Development Agreement's Term concludes, whichever occurs first;

(iii) The details of the "South Napa Junction Railroad Crossing" are addressed in subdivision (h)(4) of this Section 2.07 of this Development Agreement;

(iv) Developer shall be responsible for the construction and improvement of South Napa Junction Segment 3 at such time as set forth in the Project's relevant subdivision map approval;

(v) Developer shall be responsible for the construction and improvement of South Napa Junction Segment 4 at such time as set forth in the Project's relevant subdivision map approval; and,

(vi) Developer shall be responsible for the construction and improvement of South Napa Junction Segment 5 at such time as set forth in the Project's relevant subdivision map approval.

(G) The Parties recognize that development of Residential Phase 1 of the Specific Plan shall only require adequate access, as further described in Section 2.06 of this Development Agreement.

(4) Relating to Any Railroad Crossing:

(A) Generally. A railroad crossing at Rio Del Mar is anticipated for the Project by the General Plan and Specific Plan. The Parties generally desire that the railroad crossing at Rio Del Mar be an “at-grade” crossing. However, the Parties also recognize that time, money, and the authority of others, including without limitation governmental agencies such as the California Public Utilities Commission (“PUC”), have influence and authority over such at-grade crossing options. Further, the Parties recognize that time savings, certain Developer financial obligation reductions, and other factors may make a grade-separated crossing at Rio Del Mar more attractive and achievable. Lastly, the Parties recognize that should an at-grade or grade-separated railroad crossing at Rio Del Mar prove unsuccessful, there exists a private at-grade railroad crossing at South Napa Junction that is the subject of a previous settlement agreement, and therefore shall be available as an access point to the Project. Therefore, which railroad crossing to pursue will be an evolving analysis by Developer, as the Parties work through the many issues. At any time period during which an at-grade railroad crossing is being pursued, Developer, exercising its sole and exclusive discretion, shall have the right to assert to City that such an at-grade application shall be not submitted, or if already submitted, shall be abandoned and/or otherwise put aside and that a grade-separated railroad crossing at Rio Del Mar shall be pursued. If such an assertion is made, then such at-grade application shall be not submitted, or if already submitted, shall be abandoned and/or otherwise put aside and a grade-separated railroad crossing at Rio Del Mar shall be pursued by the Parties.

(B) Developer and City shall coordinate and cooperate with each other toward the goal of securing permission from all relevant public agencies, including without limitation the PUC, to build whatever at-grade or grade-separated crossing is ultimately determined and pursued by Developer, in Developer’s sole and exclusive discretion. City shall be responsible for making any and all application(s) to such relevant public agencies including without limitation the PUC for any and all such rail crossing(s), and Developer shall be responsible for coordinating and paying for the consultants needed to support that effort. Developer shall be responsible for all City Staff costs and fees relating to whichever/all railroad crossings pursued, which City Staff costs and fees reflect the amount that City actually expends for such City Staff costs and fees, which City actual expenditures shall not include any administrative fees, charges, and/or assessments; Developer shall not be responsible for the City costs and fees relating to the City Attorney, and any additional City-hired special legal counsel, regarding whichever/all railroad crossings are pursued.

(C) If Developer, in its sole and exclusive discretion, determines to pursue the At-Grade Railroad Crossing, then the following shall apply:

(i) Developer shall provide City written notice that Developer has determined to pursue the At-Grade Railroad Crossing; and

(ii) Developer shall be responsible for the costs and fees related to such At-Grade Railroad Crossing Segment.

(iii) Developer shall be responsible for all costs related to the SR 29/Rio Del Mar Tie-in, up to a maximum of \$2.5 million. Any amount beyond such \$2.5 million shall be subject to the "Resolution Process" requirements of Section 2.03 of this Development Agreement, where the Parties will endeavor to resolve the amount in excess of \$2.5 million dollars. City shall be responsible for making application to all relevant public agencies - including without limitation, the California Department of Transportation ("CalTrans") - to secure encroachment Permits required to build that SR 29 Tie-In Developer decides to pursue (either the SR 29/Rio Del Mar Tie-In or the SR 29/South Napa Junction Tie-In). Developer shall be responsible for the costs and fees related to such City cooperation, coordination and application, including the costs and fees related to City Staff, which City Staff costs and fees reflect the amount that City actually expends for such City Staff costs and fees, which City actual expenditures shall not include any administrative fees, charges, and/or assessments; time; however, Developer shall not be responsible for any costs and fees relating to the City Attorney and/or Special Counsel hired by City to assist. Developer shall be reimbursed by City for Developer's costs (up to a maximum of \$2.5 million - any amount beyond such \$2.5 million shall be subject to the "Resolution Process" requirements of Section 2.03 of this Development Agreement) related to such construction and improvement of such SR 29/Rio Del Mar Tie-in in two ways: First, the first fifty percent (50%) of Developer's costs related to such construction and improvement of such SR 29/Rio Del Mar Tie-in shall be reimbursed by City to Developer at the earlier of the following events: Within 30 days of the date of the recording of any final subdivision map regarding the Adobe Property, or within 30 days of the date of City's issuance of any Building Permit regarding the Adobe Property; and Second, the second and final 50% of Developer's costs related to such construction and improvement of such SR 29/Rio Del Mar Tie-in shall be reimbursed by City to Developer, with such reimbursement being given priority, and such reimbursement coming from funds City secures through City's imposition on other development in the City some form of fees, charges, assessments and/or other means, and further provided that such City reimbursement obligation to Developer shall continue until such time as Developer is fully so reimbursed, or this Development Agreement's Term concludes, whichever occurs first. provided further that the second.

(D) If Developer, in its sole and exclusive discretion, determines to pursue the Grade-Separated Railroad Crossing, then the following shall apply:

(i) Developer shall provide City written notice that Developer has determined to pursue the Grade-Separated Crossing at Rio Del Mar.

(ii) Developer shall be responsible for all costs and fees related to the Grade-Separated Railroad Crossing Segment, including the costs and fees related to City Staff time, which City Staff time costs and fees reflect the

amount that City actually expends for such City Staff costs and fees, which City actual expenditures shall not include any administrative fees, charges, and/or assessments; however, Developer shall not be responsible for any costs and fees relating to the City Attorney and/or Special Counsel hired by City to assist.

(E) If neither the At-Grade Railroad Crossing Segment nor the Grade-Separated Railroad Crossing Segment is pursued by Developer and/or either or both are pursued but denied by the PUC (and/or others), and/or either or both are pursued but abandoned by Developer, then if Developer, in its sole and exclusive discretion, determines to pursue the existing at-grade railroad crossing at South Napa Junction, then the following shall apply:

(i) Developer shall provide City written notice that Developer has determined to pursue the at-grade railroad crossing at South Napa Junction; and,

(ii) Developer shall be responsible for the costs and fees related to such South Napa Junction Railroad Crossing Segment.

(iii) Developer shall be responsible for all costs and fees related to the SR 29/South Napa Junction Tie-In, up to a maximum of \$2.5 million. Any amount beyond such \$2.5 million shall be subject to the "Resolution Process" requirements of Section 2.03 of this Development Agreement, where the Parties will endeavor to resolve the amount in excess of \$2.5 million dollars. City shall be responsible for making application to all relevant public agencies - including without limitation, the California Department of Transportation ("CalTrans") - to secure encroachment Permits required to build that SR 29 Tie-In Developer decides to pursue (either the SR 29/Rio Del Mar Tie-In or the SR 29/South Napa Junction Tie-In). Developer shall be responsible for the costs and fees related to such City cooperation, coordination and application, including the costs and fees related to City Staff time, which City Staff costs and fees reflect the amount that City actually expends for such City Staff costs and fees, which City actual expenditures shall not include any administrative fees, charges, and/or assessments; however, Developer shall not be responsible for any costs and fees relating to the City Attorney and/or Special Counsel hired by City to assist. Developer shall be reimbursed by City for Developer's costs (up to a maximum of \$2.5 million - any amount beyond such \$2.5 million shall be subject to the "Resolution Process" requirements of Section 2.03 of this Development Agreement) related to such construction and improvement of such SR 29/South Napa Junction Tie-In in two ways: First, the first fifty percent (50%) of Developer's costs related to such construction and improvement of such SR 29/South Napa Junction Tie-In shall be reimbursed by City to Developer at the earlier of the following events: The recording of any final subdivision map regarding the Adobe Property, or the City issuance of any Building Permit regarding the Adobe Property; and Second, the second and final 50% of Developer's costs related to such construction and improvement of such SR 29/South Napa Junction Tie-In shall be reimbursed by City to Developer, with such reimbursement being a priority, and coming from funds City secures through City's

imposition on other development in the City some form of fees, charges, assessments and/or other means, and further provided that such City reimbursement obligation to Developer shall continue until such time as Developer is fully so reimbursed, or this Development Agreement's Term concludes, whichever occurs first.

(5) Relating to the SR 29/Rio Del Mar Tie-In and the SR 29/South Napa Junction Tie-In:

(A) Section 2.07(h)(4) of this Development Agreement and this Section 2.07(h)(5) of this Development Agreement shall apply regarding required actions of the Parties, the expenditure of money, reimbursements, and other actions contemplated, regarding any and all State Highway 29 intersection improvements or other traffic and/or transportation improvements of any kind on State Highway 29, including the tie-in of At-Grade Rio Del Mar, or Grade-Separated Rio Del Mar to State Highway 29 ("**SR 29/Rio Del Mar Tie-In**"), or the tie-in of South Napa Junction to State Highway 29 ("**SR 29/South Napa Junction Tie-In**"). All such Tie-In options are shown on *Exhibit B* to this Development Agreement.

(B) City and Developer shall cooperate and coordinate their efforts to secure approval of the SR 29 Tie-In that Developer decides to pursue (either the SR 29/Rio Del Mar Tie-In or the SR 29/South Napa Junction Tie-In) in a manner to ensure the absence of Developer construction delay on either the At-Grade Rio Del Mar, Grade-Separated Rio Del Mar improvements, or South Napa Junction improvements. The Parties recognize the approval of Caltrans may cause delays and such delays shall be allowed.

(6) Relating to the Loop Road Improvements.

(A) Developer shall dedicate to City at such relevant Project subdivision map recordation date, that land described in *Exhibit B* to this Development Agreement.

(B) Developer shall construct (or cause the finance and construction of) at such time as set forth in the Specific Plan (and such relevant Project subdivision map approval), those roadway improvements described in *Exhibit C* to this Development Agreement (collectively, the "**Loop Road Improvements**"). The Loop Road Improvements are comprised of "**Loop Road Segment 1,**" "**Loop Road Segment 2,**" and "**Loop Road Segment 3,**" as shown on *Exhibit B* to this Development Agreement.

(7) Relating to the Rolling Hills Drive Improvements:

(A) Developer shall dedicate to City at such relevant Project subdivision map recordation date, that land described in *Exhibit B* to this Development Agreement (collectively, the "**Rolling Hills Drive Improvements**").

(B) Developer shall construct (or cause the finance and construction of) at such time as the commencement of Watson Ranch Specific Plan's Phase 2 of residential development (and such relevant Project subdivision map approval) or

sooner if required to meet secondary access requirements for residential development, those roadway improvements described in *Exhibit B* to this Development Agreement.

**(8)** Relating to Underground Utilities:

**(A)** Developer shall dedicate to City at such relevant Project subdivision map recordation date those underground utility and storm drain infrastructure improvements within the Project required by the Project's development.

**(B)** Developer shall construct (or cause the finance and construction of) at such time as set forth in such relevant Project subdivision map approval, those underground utility and storm drain infrastructure improvements within the Project required by the Project's development.

**(i)** The Parties understand that Developer and the Napa Valley Unified School District have taken actions and will take actions regarding new elementary school and new middle school, and that Developer and the Napa Valley Unified School District alone shall determine such actions for the Project.

**(j)** Developer shall assign to City, at such time as the Project's first recorded subdivision map, those water line easement rights and water use rights given by the City of Vallejo to AC-1 through the Grant of Easement (Waterline) between the City of Vallejo and Jaeger Vineyards, provided such assignment to City ensures AC-1 receives a credit for eighty (80) acre-feet of raw water and eighty (80) acre-feet of potable water for the AC-1 Property (for a combined total of one hundred sixty (160) acre-feet).

**(k)** Developer shall dedicate to City at such relevant Project subdivision map recordation date and improve at such time as set forth in the Specific Plan and such relevant Project subdivision map approval, approximately three and fifty-five/one hundredths (3.55) acres of the Property for use as "**Park A**," as more particularly set forth in *Exhibit B* to this Development Agreement. Developer shall be obligated to contribute no more than five million six hundred thousand (\$5,600,000) for the improvement of Park A; said \$5,600,000 maximum shall include any and all Processing Fees, Building Permit Fees, User Fees, and/or Inspection Fees. Notwithstanding the forgoing, the \$5,600,000 amount (for the improvement of Park A) shall be considered to be in Calendar Year 2019 dollars, and, commencing in 2020, that amount shall be increased each year by the relevant year's percentage amount set forth in the Construction Cost Index for the San Francisco Region, until such Park A improvements are completed. Consistent with the foregoing, the Parties shall work together to secure that portion of Park A that sits on the Newell Property, including seeking to have the controlling owners of the Newell Property dedicate such portion to the City through existing and/or future subdivision maps. Developer's obligation to improve/construct Park A shall commence only after both fee title to that portion of Park A that sits on the Newell Property has been secured and is in City possession, and the Specific Plan's Phase 2 of development of the Project has commenced.

**(l)** Developer shall dedicate to City at such relevant Project subdivision map recordation date and improve at such time as set forth in at such relevant Project subdivision map approval, approximately five and fifty-seven/one hundredths (5.57) acres for use as "**Park B**," as

more particularly set forth in *Exhibit B* to this Development Agreement. Developer shall be obligated to contribute no more than two million eight hundred thousand dollars (\$2,800,000) for the improvement of Park B; said \$2,800,000 maximum shall include any and all Processing Fees, and/or Inspection Fees. Notwithstanding the forgoing, the \$2,800,000 amount (for the improvement of Park B) shall be considered to be in Calendar Year 2019 dollars, and, commencing in 2020, that amount shall be increased each year by the relevant year's percentage amount set forth in the Construction Cost Index for the San Francisco Region, until such Park B improvements are completed. Consistent with the foregoing, the Parties shall work together to secure that portion of Park B that sits on the Newell Property, including seeking to have the controlling owners of the Newell Property dedicate such portion to the City through existing and/or future subdivision maps. Developer's obligation to improve/construct Park B shall commence only after both: fee title to that portion of Park B that sits on the Newell Property has been secured and is in City possession; and the Specific Plan's Phase 3 of development of the Project has commenced.

(m) Developer shall dedicate to the City, at such relevant Project subdivision map recordation date, and improve at such time as set forth in such relevant Project subdivision map approval, approximately sixty-seven one hundredths (.67) acres for use as the "**Napa Valley Vine Trail**," as more particularly set forth in *Exhibit B* to this Development Agreement. Developer shall be obligated to contribute no more than four hundred sixty thousand dollars (\$460,000) for the improvement of the Napa Valley Vine Trail; said \$460,000 maximum shall include any and all Processing Fees, and/or Inspection Fees. Notwithstanding the forgoing, the \$460,000 amount (for the improvement of the Napa Valley Vine Trail) shall be considered to be in Calendar Year 2019 dollars, and, commencing in 2020, that amount shall be increased each year by the relevant year's percentage amount set forth in the Construction Cost Index for the San Francisco Region, until such Napa Valley Vine Trail improvements are completed. Consistent with the foregoing, the Parties shall work together to secure that portion of the Napa Valley Vine Trail that sits on the Newell Property, including seeking to have the controlling owners of the Newell Property dedicate such portion to the City through existing and/or future subdivision maps. Said Developer's obligation to improve the Napa Valley Vine Trail shall commence only after fee title to that portion of the Napa Valley Vine Trail that sits on the Newell Property has been secured and is in City possession. The Parties recognize the City has exercised its discretion in requiring the Developer to construct various Class I trails including the Napa Valley Vine Trail and the River to Ridge Trail. The Parties shall coordinate and cooperate, including without limitation, the entering into of any necessary or desirous "**Measure T Funding Equivalent Set-Aside Agreement**," regarding the accounting procedures used to memorialize the Developer's costs in dedicating and improving said Class I trails with express purpose of maximizing the amount of "Measure T Funding Equivalent Set-Aside" defined by that certain Napa Valley Transportation Authority – Tax Authority Measure T Ordinance, and that certain Measure T Funding Agreement by and between the City and the Napa Valley Transportation Authority – Tax Authority.

(n) Developer shall dedicate to the City at such relevant Project subdivision map recordation date approximately two (2) acres of the Property for use as the "**Community Plaza and Community Center Site**" (which includes the required parking for this use), as more particularly set forth in *Exhibit B* to this Development Agreement. The Parties recognize that Developer, in Developer's sole and exclusive discretion, may save the "Silos" depicted in the Specific Plan, and if Developer determines to so save the Silos, then Developer may move the location of the Community Plaza and Community Center Site further south to accommodate the

Silos preservation. City shall complete the improvements to the Community Plaza and the Community Center Site as set forth in the Specific Plan.

(o) Developer shall dedicate an easement to the City, at such relevant Project subdivision map recordation date, and improve at such time as set forth in at such relevant Project subdivision map approval, approximately six and seventy one hundredths (6.7) acres of the Property for use as the “**Quarry Lake Park**,” as more particularly set forth in *Exhibit B* to this Development Agreement. Developer shall be obligated to contribute no more than one million six hundred thousand dollars (\$1,600,000) for the improvement of the Quarry Lake Park; said \$1,600,000 maximum shall include any and all Processing Fees, and/or Inspection Fees. Developer may, in Developer’s sole and exclusive discretion, further improve the Quarry Lake Park with additional uses that complement the “**Napa Valley Ruins & Gardens**” (described herein). The \$1,600,000 maximum (for the improvement of Quarry Lake Park) shall be considered to be in Calendar Year 2019 dollars, and, commencing in 2020, that amount shall be increased each year by the relevant year’s percentage amount set forth in the Construction Cost Index for the San Francisco Region, until such Quarry Lake Park improvements are completed.

(p) Through the parkland dedication and improvement requirements set forth in this Section 2.07 of this Development Agreement, Developer has satisfied all parkland dedication, improvement, and funding requirements of State law, including without limitation, the requirements set forth in the Subdivision Map Act, as amended.

(q) Developer may perform the following actions, in Developer’s sole and exclusive discretion:

(1) Build up to that number of market rate residential units approved by the City through the Watson Ranch Specific Plan, through density increases allowed by this Development Agreement, and through density increases allowed by controlling California Density Bonus law (affordable housing/density bonus laws), as may be amended during the Term of this Development Agreement.

(2) Start construction of the first one-hundred (100) rooms of the Hotel use in Phase 2 of the Napa Valley Ruins & Gardens development, as more specifically set forth in the Specific Plan.

(3) Otherwise develop all or any aspect of the Project approved by City.

(4) Seek and secure an agreement with the American Canyon Fire Protection District regarding future fees, taxes, and the like.

## **2.08 Additional City Obligations and Permitted Acts.**

(a) This Section 2.08 of this Development Agreement sets forth additional City obligations and permitted acts regarding the Project. As is required of all actions by the Parties under this Development Agreement, City shall take all action necessary or desirable to effect the development of the Project approved by City with Good Faith and Fair and Expeditious Dealing, including without limitation, all actions required under this Section 2.08 of this Development Agreement.

(b) City shall take the following actions:

(1) City shall accept all dedications from Developer required by this Development Agreement, as such time as offered by Developer, as such timing of dedication that is required by this Development Agreement.

(2) City shall charge Developer no more than the cost to City of the actual time City expends on administering, directing, supervising, and/or overseeing Consultants, or others working on the Project, or the invoices from Consultants, or others working on the Project.

(3) City shall secure the dedication of Newell Drive Segment 5 right of way, and any and all other Newell Drive right-of-way land needed (other than that which is the responsibility of Developer) to complete Newell Drive from its existing terminus to Newell Drive's proposed intersection with Green Island Road and State Highway 29.

(4) As an incentive for Developer to complete the Napa Valley Ruins & Gardens and Hotel, and thereby generate sales tax and transient occupancy tax revenues, City agrees to reimburse Developer for a portion of the costs incurred in the development of the Napa Valley Ruins & Gardens and Hotel. Therefore, commencing on the Effective Date of this Development Agreement and continuing uninterrupted until such earlier time as: the day after the Term of this Development Agreement has expired, or that date by which Developer has received from City either forty five million dollars (\$45,000,000.00) or that sum resulting from the application of Sections 2.08(b)(4)(C) below (the time period is collectively referred in this Development Agreement as the "**Repayment Period**" and the \$45,000,000 or that sum resulting from the application of Sections 2.08(b)(4)(C) below, is referred to as the "**City Contribution**"), City shall do the following:

(A) Pay to Developer (or Developer's assignee) an amount equal to fifty percent (50%) of any and all past, present, and/or future sales tax, and any and all past, present, and/or future transient occupancy tax that City receives, collects and/or otherwise has the ability to secure from the Napa Valley Ruins & Gardens and Hotel uses on the Property ("**Equivalent Total Funds**") for the immediately preceding calendar year (collectively, "**Annual City Payment**").

(B) The Annual City Payment shall be made to Developer on or before March 15 of each year of the Repayment Period. For example, the Equivalent Total Funds received by the City in Calendar Year 2025 would be made as City's 2025 Annual City Payment to Developer on or before March 15 of Calendar Year 2026.

(C) Consistent with the foregoing, in the event the City is able to provide Developer with a dollar-for-dollar reduction (savings) on the Master Backbone Infrastructure related to the Napa Valley Ruins & Gardens and Hotel, then the City may reduce its City Contribution to Developer by such dollar-for-dollar savings on the Napa Valley Ruins & Gardens and Hotel MBI. By way of example only, if City is able to provide Developer with \$2 million in MBI reduction (savings) relating to Developer's otherwise

owing Napa Valley Ruins & Gardens and Hotel MBI obligations, then the City Contribution would be reduced by such \$2 million.

(5) City guarantees all City services and facilities, such as City wastewater capacity, City water service, and the like, to the Project, and City shall issue “will serve letters” for such City services and facilities as requested by Developer. Developer shall be responsible for the acquisition of permits, approvals, easements, and services required to serve the Project from all non-City providers of utilities at Developer's cost. Developer shall also be responsible for coordinating with any non-City providers of utilities to ensure the proper installation and construction of non-City utilities in accordance with the Applicable Law. The provision of all such services shall be subject to City approval, which City approval, like all actions of the Parties under this Development Agreement, shall be subject to the Good Faith and Fair and Expeditious Dealing requirements of this Development Agreement. For example, if any facilities and/or services contemplated in the Watson Specific Plan or related Project Approvals are determined by the City to not be needed in order to properly serve the Project to the standard set forth in the Existing City Law, then any such facilities and/or services shall not be required of Developer and/or the Project.

(c) City and Developer shall cooperate with the formation of municipal Finance Mechanism(s) and shall take related actions as follows:

(1) Developer, in its sole and exclusive discretion, shall have the right from time to time to request City to establish one or more “**Project Finance Mechanism(s)**” (“**Project Finance Mechanism(s)**” shall mean and include the singular “**Project Finance Mechanism**”) to finance Project infrastructure, including without limitation roadway, sewer, water, drainage, fire, utility, and/or park improvements, facilities, the Impact Fees related thereto (“**Public Improvements**”), and/or to maintain and operate the Public Improvements and to provide for any public services that may be required in connection with the development of the Project. Upon receipt of such Developer request, City shall implement such requests subject to applicable State and Federal law and other controlling laws.

(A) City's participation in forming any Project Finance Mechanism(s) approved by City (and its operation thereafter) and in issuing any debt in connection therewith (“**Project Debt**” and/or “**Bonds**”) approved by City shall include all of the usual and customary municipal functions associated with such tasks, including without limitation, the formation and administration of special districts, the issuance of Project Debt, the monitoring and collection of fees, taxes, assessments, and charges such as utility charges, the creation and administration of enterprise funds, the enforcement of debt obligations, and other functions or duties authorized or required by the laws, regulations, or customs relating to such tasks.

(B) There shall be no limitation on the number or kinds of Project Finance Mechanism(s) used on the Project/Property. Within any individual Project Finance Mechanism, City shall allow apportionment between funding construction of infrastructure and funding on-going maintenance and operation. Additionally, City shall specify that any and all apportionments may be based on land uses rather than benefits

received, so that such apportionment can consider and take into account market acceptance, feasibility, and affordability.

(C) Establishing any Project Finance Mechanism(s) to finance the construction, operation or maintenance of Public Improvements, the payment of Impact Fees and/or Project Debt shall be initiated upon the request of Developer in connection with the development of any phase of the Project, or by City in cooperation with Developer. In such regard, Developer shall submit to City its phasing plan for any facilities to be financed, including without limitation, the priority and financing needs related to such Public Improvements and the type of Project Finance Mechanism(s) Developer desires, and phases and Bond issuances related thereto, which Developer elects to use for specified purposes at the earliest possible time.

(2) Nothing in this Section shall be construed to limit the discussion and evaluation of Project Finance Mechanism(s) solely to “**Mello-Roos Community Facilities Districts**” (also referred to in this Development Agreement as “**CFDs**”), which are entities formed pursuant to Government Code 53313.5 (Mello-Roos Act) for the purposes of financing all or a portion of the cost of certain Public Improvements and/or services utilizing a “**Rate and Method of Apportionment of Special Taxes**” (also referred to in this Development Agreement as “**RMA**”).

(3) For instance, City shall evaluate the formation of one or more entities known as **Assessment Districts** (also referred to in this Development Agreement as “**ADs**”) formed pursuant to applicable law (including but not limited to: the Municipal Improvement Act of 1913 (Streets and Highway Code section 10000 et seq.) (“1913 Act”), Landscape and Lighting Act of 1972 (Streets and Highway Code section 22500 et seq.) (“1972 Act”) Benefit Assessment Act of 1982 (Government Code section 54703 et seq.) (“1982 Act”) Property and Business Improvement District Law of 1994 (Streets and Highway Code section 36600 et seq.) (“PBID)) for the purposes of financing all or a portion of the cost of certain Public Improvements and/or services utilizing a discrete methodology known as an “**Engineer’s Report**” to assess amounts sufficient to cover the proportional cost of the special benefit that the property owner receives from the improvements or services that are paid for by the special assessment.

(4) The decision to pursue CFDs or ADs to finance the construction of Public Improvements shall remain the Developer’s sole and exclusive discretion. Notwithstanding the foregoing, the Developer shall utilize one or more Finance Mechanism(s) (or functionally equivalent annuity thereof) to provide the “**Services CFD Amount**” to the City for the funding of on-going maintenance and operations of Public Improvements as set forth below.

(5) As required by applicable law, City may be required to enter into one or more joint community facilities agreements with other governmental entities that will own or operate any of the Public Improvements to be financed by a CFD. The City and Developer agree that they shall take any and all steps necessary to procure the authorization and execution of any required joint community facilities agreements with other governmental entities before the issuance of any CFD Bonds that finance the construction or acquisition of Public Improvements to be owned or operated by such other governmental entities.

(6) Developer's request shall be made to the City in written form and shall outline the purposes for which the Project Finance Mechanism(s) and/or Project Debt will be established or issued, the general terms and conditions upon which it will be established or issued, the specific list of Public Improvements, and a proposed timeline for its establishment and/or issuance. In the case of a CFD, said Developer request shall include the RMA, and in the case of other Project Finance Mechanisms, said request shall include the relevant and analogous information as required by applicable law. City's consideration of Developer's request shall be consistent with the requirements of this Development Agreement.

(7) Developer, in Developer's sole and exclusive discretion shall have the right to elect to establish Project Finance Mechanisms through the California Statewide Community Development Authority (CSCDA), the Association of Bay Area Governments (ABAG), and/or any other public and/or quasi-public agencies with authority to form community facilities districts (collectively referred to as "**Alternative Project Finance Mechanism Agency**") and said agencies shall comply with the City's Goals and Policies for CFDs (Resolution 2018-105, and as set forth in this Section). Prior to submitting a Project Finance Mechanism Application to Alternative Project Finance Mechanism Agency, Developer shall cooperate with the City and the City Manager or his designee in facilitating a review of the Project Finance Mechanism Application and to provide the City with such additional information and documentation as is reasonably necessary for the City Manager or his designee to conclude such review within thirty (30) days of receipt of any such Project Finance Mechanism Application. City's review and approval of an application for a CFD shall be limited to ensuring consistency with City Goals and Policies for CFDs (e.g. Resolution 2018-105, etc.) and the requirements set forth in this Section 2.08(c) of this Development Agreement.

(8) As of the Effective Date of this Development Agreement, the effective tax rate for the Property is 1.14%. Developer shall have the right to create a Project Finance Mechanism that increases the Aggregate Tax Burden on the Property to 1.80%. Regardless of the number or kind of Project Finance Mechanism(s) used on the Project/Property, the "Special Tax Rate" established in conjunction with said Project Finance Mechanism(s) shall not exceed sixty-six one-hundredths percent (0.66%) of the estimated sales price of a dwelling unit to be constructed in conjunction with the Project. The sales prices shall be determined in conjunction with an absorption study or appraisal prepared for the CFD at the time of preparation of the RMA (or Engineer's Report).

(9) If the Developer elects to use CFDs or ADs as a Project Finance Mechanism, the City shall not take any action to increase the sum of any special taxes/assessment, property taxes, special taxes for any overlapping CFD, and any other taxes, fees, and charges which are collected by the County of Napa on ad valorem tax bills ("**Aggregate Tax Burden**") for the Property within the Project above 1.18% until all CFDs or ADs for a particular Improvement Area have been formed and Bonds issued.

(10) In the event Project Finance Mechanisms are established to finance construction of Public Improvements, Developer shall have the ability to establish an annually increasing Special Tax Rate in an amount increasing no more than 2% per annum and as determined by the formational RMA (or Engineer's Report) for each Improvement Area.

(11) Irrespective of other Project Finance Mechanism or other CFDs (or elements of a Master CFD), a Special Tax Rate (or Special Assessment, as appropriate) shall be developed, committed, and utilized for the funding of on-going maintenance and operations of Public Improvements in the annual amount of \$302 per residential dwelling unit (“**Services CFD Amount**”). Moreover, irrespective of the limitation on the duration of levying of Special Taxes, etc. set forth below, said Services CFD Amount shall also be subject to an annual increase of 3.00%, and this amount shall be levied and collected in perpetuity to meet the “**Special Tax Requirement for Services**” – which is a term to be defined in the RMA (or similar).

(12) Based on the phasing plan submitted to the City or Alternative Project Finance Mechanism Agency, the Developer shall have the right to identify the initial and each subsequent phase as a different improvement area of the CFD (“**Improvement Area**”) under the CFD Act. The City has determined that the Public Improvements benefit the CFD and each Improvement Area as a whole, and, therefore, any of the Public Improvements may be financed in any Improvement Area without regard to the specific benefit to such Improvement Area.

(13) The appraised or assessed value-to-lien ratio for any CFD Bond issue will be three to one (3:1), unless a lesser amount is mutually agreed to by City and Developer. City shall not require Developer or any property owner within the Improvement Area to provide a Letter of Credit or other credit enhancement as security for the payment of special taxes in the CFD.

(14) The term “**Remainder Taxes**” shall mean that, in each, year, as of the day following the Principal Payment Date for an Improvement Area, all special taxes collected prior to such date in such Improvement Area in excess of the total of:

(A) Debt service on the outstanding CFD Bonds of the applicable Improvement Area due in the current calendar year, if any;

(B) Priority and any other reasonable administrative costs for the applicable Improvement Area payable in that fiscal year; and

(C) Amounts levied to replenish the applicable reserve fund as of the Principal Payment Date, including amounts reserved for reasonable anticipated delinquencies, if any.

(15) The term “**Principal Payment Date**” means, either before or after CFD Bonds are issued, September 1 of each year, regardless of whether principal payments are actually due in any particular year. The term “**Remainder Taxes Project Account**” means a separate account created by City for the CFD and maintained by City or Alternative Project Finance Mechanism Agency to hold all Remainder Taxes for all of the Improvement Areas of the CFD to be used for financing Public Improvements.

(16) Developer and City contemplate that, within each Improvement Area of the CFD, Public Improvements shall be paid from Remainder Taxes (as defined below) both before and after the issuance of Bonds for such Improvement Area. Accordingly, each RMA (or equivalent formation document thereof) will provide that Remainder Taxes may be used to finance Public Improvements. For each CFD, annually, on the day following each “**Principal**

**Payment Date**” for such Improvement Area, all **“Remainder Taxes”** for such Improvement Area shall be deposited in the applicable **“Remainder Taxes Project Account.”**

(17) Commencing with the issuance of the first series of Bonds of an Improvement Area, continuing through the issuance of the final series of Bonds of the Improvement Area, and then continuing further for a period of fifteen (15) years from the date of the issuance of the final series of Bonds of the Improvement Area, the City or Alternative Project Finance Mechanism Agency shall levy Special Taxes on all Assessor’s Parcels pursuant to the RMA or such lesser amount which complies with the Indenture, Fiscal Agent Agreement, Services CFD Amount, or similar. Following the issuance of the first series of Bonds, the priority for allocation of the Special Taxes collected shall be as follows:

(A) First, to fund an amount up to any priority administrative expense requirement, as such term is generally understood;

(B) Second, to pay principal and interest on outstanding Bonds and to replenish the reserve fund to the applicable reserve fund requirement;

(C) Third, to fund all actual Improvement Area administrative expenses in excess of the priority administrative expense requirement; and

(D) Fourth, all remaining amounts shall be deposited in the Remainder Taxes Project Account and disbursed according to the following priority: First, to reimburse prior deposits paid by Developer to City or Alternative Project Finance Mechanism Agency pursuant to any Deposit Agreement and Developer’s third-party consultant costs incurred relating to the formation of the CFD(s); Second, to the extent not funded with the proceeds of such series of Bonds, to pay or reimburse Developer for any Public Improvements in the order requested by Developer but subject to the terms of this Acquisition Agreement.

(E) Notwithstanding the above, City (or Alternative Project Finance Mechanism Agency) shall not levy any Special Taxes beyond the term of the Acquisition Agreement, except to fund items in (A) through (C) above.

(18) The City shall take all actions necessary to satisfy Section 53314.9 of the Government Code (or any similar statute subsequently enacted) to use Project Debt proceeds to reimburse Developer for Project Finance Mechanism formation and Project Debt issuance deposits and to advance funding of Public Improvements or costs. Contemporaneously with the formation of the Project Finance Mechanism, Developer and City shall execute an acquisition and funding agreement (**“Acquisition Agreement”**) that shall apply to the acquisition and construction of the Public Improvements for each and every Improvement Area. The Acquisition Agreement shall be structured so that it is automatically applicable to any financing by special taxes levied in, or CFD Bonds issued for, a subsequent phase annexed into its respective Improvement Area of the CFD, without requiring any modifications to the Acquisition Agreement or any further approvals by the City.

(19) The Acquisition Agreement shall contain an acknowledgement by the City and Developer as to the following:

(A) Developer may be constructing Public Improvements before CFD Bond proceeds and Remainder Taxes (herein, “**Project Finance Mechanism Funding Sources**” or “**Funding Sources**”) that shall be used to acquire them are available.

(B) City shall inspect the Public Improvements and process payment requests even if Funding Sources for the amount of pending payment requests are not then sufficient to satisfy them in full.

(C) Public Improvements may be conveyed to and accepted by the City or other governmental entity before the applicable payment requests are paid in full.

(D) If the City or other governmental entity accepts Public Improvements before the applicable payment requests are paid in full, the unpaid balance shall be paid when sufficient Funding Sources become available, and the Acquisition Agreement shall provide that the applicable payment requests for Public Improvements accepted by the City or other governmental entity may be paid in any number of installments as Funding Sources become available and irrespective of the length of time payment is deferred.

(E) Developer’s conveyance or dedication of Public Improvements to the City or other governmental entity before the availability of Funding Sources to acquire the Public Improvements shall not be considered a dedication or gift, nor a waiver of Developer’s right to payment of Public Improvements under this Development Agreement or the Acquisition Agreement.

(20) Developer shall provide actual and conspicuous notice to potential homeowners, in a form reasonably acceptable to the City and in compliance with all applicable legal requirements including, without limitation, applicable provisions of Government Code Section 53341.5) of any and all fees, taxes, and assessments to be charged to any and all purchasers of real property interests in the Project. Developer shall provide potential homeowners with a written and itemized notice of such projected costs and the manner in which they will be charged to the potential homeowner, which notice the potential homeowner shall sign. Developer shall retain a copy of each signed notice in Developer’s files for at least fifteen (15) years following the date of such notice, and shall provide a copy of each such signed notice to the City.

(d) At Developer’s sole discretion and in accordance with Developer’s construction schedule, Developer shall apply for such other permits and approvals as may be required by other private and public and quasi-public entities in connection with the development of, or the provision of services to, the Property. City shall cooperate with Developer in Good Faith and Fair and Expeditious Dealing, at no cost to City, in Developer’s efforts to obtain such permits and approvals and City shall, from time to time (at the request of Developer), use its Good Faith and Fair and Expeditious Dealing to enter into binding agreements with any such other entity as may be necessary to ensure the timely availability of such permits and approvals to Developer, provided such permits and approvals are mutually determined by City and Developer to be reasonably

necessary or desirable and are consistent with Applicable Law. In the event that any such permit or approval as set forth above is not obtained within three (3) months from the date application is deemed complete by the appropriate entity, and such circumstance materially deprives Developer of the ability to proceed with development of the Property or any portion thereof, or materially deprives City of a bargained-for public benefit of this Development Agreement, then, in such case, and at the election of Developer, Developer and City shall meet and confer with the objective of attempting to mutually agree on alternatives, Project Approvals, and/or an amendment to this Development Agreement to allow the development of the Property to proceed with each Party substantially realizing its bargained-for benefit there from.

(e) City and Developer acknowledge and agree that City may from time to time enter into (with Good Faith and Fair and Expeditious Dealing) joint exercise of power agreements or memoranda of understanding with other governmental agencies consistent with and to further the purposes of this Development Agreement.

(f) City and Developer acknowledge and agree that City may enter into a Development Agreement with the owners of the Newell Property, and that if such a Development Agreement is entered, the obligations binding the Newell Property by such a Development Agreement shall include that a Project Labor Agreement applying to at least one hundred (100) residential units on the Newell Property shall be entered and executed by the owners of the Newell Property.

(g) City and Developer acknowledge and agree that Developer shall dedicate land to the City and other public agencies, and shall construct roadways, parks, MBI, and other public improvements for public purposes and benefits pursuant to this Development Agreement and the development of the Project in amounts in excess of the Project's impacts and concomitant mitigation obligations, and in excess of what could otherwise be required and/or imposed by City under controlling law. The fair market value of such dedicated lands at the Effective Date is approximately one million (\$1,000,000.00) per acre. All of the foregoing benefits provide the consideration for this Development Agreement, and further lead to reimbursements and City Impact Fee payment forgiveness owed to Developer, as set forth in this Development Agreement. Notwithstanding any other provision of this Development Agreement to the contrary, in no event shall the total value of the City Contribution, when combined with all other "public funds" (as defined in California Labor Code section 1720(b)) in the Project exceed the costs of performing the public works of improvement required as a condition of regulatory approval of the Project, recognizing that certain reimbursements and Fees Credits to Developer are in exchange for contributions in excess of Project impacts or mitigation measures or other obligations, or which could otherwise not be required by City under controlling law (including but not limited to available reimbursements for all land contributions, etc.).

## **2.09 Subsequent Project Conditions of Approval and Agreements.**

(a) **Applicability.** The Parties anticipate that the actions/approvals listed in this Section 2.09 of this Development Agreement will occur after the Approval Date of this Development Agreement and within six (6) months of this Development Agreement's Effective Date.

**(b) Project Conditions of Approval and Subdivision Improvement Agreements.**

**(1)** City and Developer shall draft and coordinate “**Conditions of Approval**” to list all of the Conditions of Approval that shall be applicable to the entirety of the Project development, and then shall organize such Conditions of Approval so that City and Developer understand during which Project phase (“**Phase**”) that each such Conditions of Approval applies and therefore must be performed/satisfied. Further, City and Developer shall draft and coordinate such Conditions of Approval for each such Phase to provide applicable timing of performance/satisfaction for each such Conditions of Approval within each specific Phase. For example, within a particular Phase, some Conditions of Approval shall require performance during the term of that Phase’s Subdivision Improvement Agreement (“**Phase SIA,**” defined below), yet other Conditions of Approval shall be performed during or after the term of a Phase SIA, but prior to or at the time of Building Permit issuance or Certificate of Occupancy issuance for structures built within the area of such Phase. The Conditions of Approval shall be drafted and organized so that Developer understands within which Phase the particular Conditions of Approval have to be satisfied, and the timing of such performance (e.g., prior to the Final Map, during the term of the Phase SIA, or prior to or at the time of Building Permit/Occupancy Permit issuance, etc.).

**(2)** Additionally, City and Developer shall draft and coordinate such Conditions of Approval to ensure that all Mitigation Measures relating to the Project (contained in the Project EIR and its Mitigation Monitoring and Reporting Program) are converted into actual Conditions of Approval to the Project Approvals. To coordinate all of these Phases and to ensure that all Conditions of Approval are performed and completed, a list of all such Project Conditions of Approval shall be compiled (the “**Master Conditions List**”). As provided above, the Master Conditions List shall do all of the following:

**(A)** List, segregate and assign the Conditions of Approval that are to be performed and completed with each Phase or sub-phase.

**(B)** Provide applicable timing of performance for each such Condition of Approval (i.e., before the filing of the Project Final Map, after the filing of the Project Final Map but during the term of a Phase SIA (defined below), or after the filing of a Project Final Map but during or after the term of a Phase SIA related to such Phase, but prior to or at the time of Certificate of Occupancy issuance for structures built within the area of such Phase).

**(3)** Additionally, City shall limit any security (e.g., bonding) requirements to only those Public Improvements being constructed and completed within the Phase or sub-phase being pursued by Developer.

**(4)** Any such Conditions of Approval and/or Master Conditions List shall be considered a Subsequent Approval and shall become part of this Development Agreement’s “Applicable Law” once such Conditions of Approval and/or Master Conditions List SIA takes Legal Effect.

(5) The Parties shall adopt a “**Master Subdivision Improvement Agreement**” (also “**Master SIA**”). Such Master Subdivision Improvement Agreement shall set forth the material terms and Conditions of Approval for each and all subsequent Phase Subdivision Improvement Agreements (each a “**Phase SIA**”).

(6) Once the Master SIA is adopted by City, having set forth all material terms and the Conditions of Approval, the City may delegate authority to the City Manager, or his/her designee, to execute such subsequent Phase SIAs on behalf of City.

(7) Any such Master SIA and/or Phase SIA shall be considered a Subsequent Approval and shall become part of this Development Agreement’s “Applicable Law” once such Master SIA and/or Phase SIA takes Legal Effect.

(c) **Assignment Agreements**

(1) As set forth in Article 4 of this Development Agreement, any “**Assignment**” (defined in Article 4 of this Development Agreement) shall be memorialized in an “**Assignment Agreement.**” A form Assignment Agreement shall be drafted by the Parties capturing and setting forth the requirements of this Development Agreement, including without limitation, the requirements of Article 4 of this Development Agreement. Such Assignment Agreement drafting shall involve the City Attorney and shall secure his/her approval.

(2) Any such Assignment Agreement shall be considered a Subsequent Approval and shall become part of this Development Agreement’s “Applicable Law” once such Assignment Agreement takes Legal Effect.

(d) **Zero Water Footprint Agreement.**

(1) As set forth in Section 2.07 of this Development Agreement, the Parties may choose to negotiate a “**Zero Water Footprint Agreement**” that determines and sets forth the Zero Water Footprint requirements of the Project, as further discussed in Section 2.07 of this Development Agreement.

(2) Any such Zero Water Footprint Agreement shall be considered a Subsequent Approval and shall become part of this Development Agreement’s “Applicable Law” once such Zero Water Footprint Agreement takes Legal Effect.

(e) **Adobe Lumber Agreement.**

(1) The Parties understand that Section 2.07 of this Development Agreement establishes certain obligations regarding Rio Del Mar, and more specifically the portion of Río Del Mar that abuts the Adobe Lumber property. Therefore, at no cost to Developer, the Parties shall seek to negotiate an agreement with the relevant owner(s) of Adobe Lumber regarding Rio Del Mar, the use of a detention basin on AC-1 Property to hold and detain storm water for the benefit of the Adobe Lumber Property (at no cost to Developer), the provision of utilities for the benefit of the Adobe Lumber Property, and other matters addressed by this Development Agreement, and/or sought by the Parties for inclusion (“**Adobe Lumber Agreement**”).

(2) Any such Adobe Lumber Agreement shall be considered a Subsequent Approval and shall become part of this Development Agreement's "Applicable Law" once such Adobe Lumber Agreement takes Legal Effect.

**ARTICLE 3**  
**AMENDMENT OF DEVELOPMENT AGREEMENT**  
**AND SUBSEQUENT APPROVALS**

**3.01 Amendment of Development Agreement.**

(a) This Development Agreement may be amended from time to time in accordance with California Government Code section 65868, only upon the mutual written consent of City and Developer. However, any amendment which relates to the term, permitted uses, density, intensity of use, height and size of proposed buildings, or provisions for reservation and dedication of land shall require a noticed public hearing before the Parties may execute an amendment.

(b) No amendment of this Development Agreement shall be required in connection with the issuance of any Subsequent Approval or any New City Law Developer elects to be subject to pursuant to Section 2.04(e). Any Subsequent Approval or New City Law Developer elects to be subject to pursuant to Section 2.04(e) shall be vested into by Developer and City as if set forth in full when the Subsequent Approval satisfies the requirements of Section 2.01(a)(4) of this Development Agreement. City shall not amend or issue any Subsequent Approval unless Developer requests such an amendment or issuance from City.

**3.02 Amendments of Project Approvals.**

(a) The Project Approvals may, from time to time, be amended or modified.

(b) Upon the written request of Developer, the City Manager ("City Manager") shall determine:

(1) Whether the requested amendment or modification is minor; and

(2) Whether the requested amendment or modification is consistent with this Development Agreement. If the City Manager finds that the amendment is both minor and consistent with this Development Agreement, the amendment shall be determined to be an "Administrative Amendment," and the City Manager shall approve the Administrative Amendment without notice and public hearing.

(c) Any request by Developer for an amendment that is determined by the City Manager not to be an Administrative Amendment shall be subject to review, consideration, and action pursuant to the Applicable Law.

**3.03 Operating Memoranda.**

(a) The provisions of this Development Agreement and the Project Approvals require Good Faith and Fair and Expeditious Dealing between City and Developer. The Parties acknowledge that, from time to time, clarifications of the provisions of this Development Agreement

and/or the Project Approvals may be necessary with respect to the details of performance of City and/or Developer. During the Term of this Development Agreement, if the Parties agree that such clarifications are necessary and appropriate, the Parties shall effectuate such clarifications through “**Operating Memoranda,**” which Operating Memoranda shall be a written memorial of such clarification, shall be signed by an authorized representative of each of the Parties (the City Manager shall be considered a representative authorized to execute such Operating Memoranda on behalf of City), and, which, after such Parties’ execution, shall be attached as an addenda to this Development Agreement and become a part of the Applicable Law.

(b) No such Operating Memoranda shall constitute an amendment to this Development Agreement requiring public notice or hearing. The City Manager, in consultation with the City Attorney, shall make the determination on behalf of City whether a requested clarification may be effectuated pursuant to this Section 3.03 or whether the requested clarification is of such a character as to constitute an amendment pursuant to Sections 3.01 and/or 3.02 above.

**ARTICLE 4**  
**COVENANTS RUN WITH THE LAND; ASSIGNMENTS; DEFAULT, REMEDIES,**  
**TERMINATION**

**4.01 Covenants Run with the Land; Assignments; Defaults.**

(a) Any failure by City or Developer to perform any material term or provision of this Development Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party (unless such period is extended by written mutual consent), shall constitute a default under this Development Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which such alleged failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure, thereafter, shall be deemed to be a cure within such 30-day period.

(b) No failure or delay in giving notice of default shall constitute a waiver of default; provided, however, that the provision of notice and opportunity to cure shall nevertheless be a prerequisite to the enforcement or correction of any default.

(c) During any cure period specified under this Section and during any period prior to any delivery of notice of failure or default, the Party charged shall not be considered in default for purposes of this Development Agreement. If there is a dispute regarding the existence of a default, the Parties shall otherwise continue to perform their obligations hereunder, to the maximum extent practicable in light of the disputed matter and pending its resolution or formal termination of this Development Agreement as provided herein.

(d) City shall continue to process in good faith development applications during any cure period but need not approve any such application if it relates to a development proposal on the Property with respect to which there is an alleged default hereunder.

(e) In the event either Party is in default under the terms of this Development Agreement, the non-defaulting Party may elect, in its sole and absolute discretion, to pursue any of

the following courses of action: (i) waive such default; (ii) pursue administrative remedies, and/or (iii) pursue judicial remedies.

(f) Except as otherwise specifically stated in this Development Agreement, either Party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default by the other Party to this Development Agreement, to enforce any covenant or agreement herein, to enjoin any threatened or attempted violation hereunder or to seek specific performance, or to seek damages where suffered. Nothing in this section shall be deemed to limit either Party's rights under the Tort Claims Act. For purposes of instituting a legal action under this Development Agreement, any City Council determination under this Development Agreement shall be deemed a final agency action.

(g) This Development Agreement and all of its provisions, agreements, rights, powers, standards, terms, covenants, obligations, and/or other benefits and burdens (collectively, "**Benefits and Burdens**") run with the Property and shall be binding upon and inure to the Property, and/or any lot, parcel or portion thereof (collectively "**Portion**") and to the benefit and burden of the Parties, and their respective heirs, successors, assigns, devisees, administrators, representatives, lessees, and all other persons or entities (by merger, consolidation or otherwise) acquiring the Property and/or any Portion, whether by sale, operation of law or in any manner whatsoever (collectively, "**Assignee**").

(h) The following shall apply relative to Developer and an Assignee:

(1) Developer shall have the right to sell, assign, or transfer this Development Agreement (with all or any part of its Benefits and Burdens) (collectively, "**Assignment**") to any Assignee acquiring a legal and/or equitable interest in the Property and/or any Portion thereof (collectively, "**Assignment Property**"). An Assignment shall mean and include without limitation Developer assigning certain rights, title, and interests in this Development Agreement to an Assignee and its Assignment Property, while Developer retains certain obligations under this Development Agreement regarding the Assignment Property, and Developer assigning certain obligations under this Development Agreement to an Assignee regarding the Assignment Property, while Developer retains certain rights, title, and interests in this Development Agreement regarding the Assignment Property, and/or any combination of the forgoing. The below-described "**Assignment Agreement**" shall set forth such respective rights and obligations assigned and retained.

(2) Developer shall provide City with written notice of any such Assignment of all or a Portion of the Property (i.e., the Assignment Property) no later than thirty (30) days prior to such Assignment, unless the Parties agree to a shorter time period. Developer shall provide the name, address, telephone numbers and other relevant contact information of the new Assignee. Failure to provide such written notice shall not be grounds for a Notice of Default. Any proposed Assignment shall be subject to the express written consent of City, which consent shall be subject to this Development Agreement's requirements of Good Faith and Fair and Expeditious dealing. City's consideration of the proposed Assignment shall be limited to the proposed Assignee's experience, financial resources and access to credit and capability to successfully carry out the development of the Portion of the Project (Property) to completion that is the topic of the proposed Assignment. Any Assignment involving AC-1 possessing an

ownership interest in the Assignee shall be approved by City. Any Assignment involving Brookfield Homes possessing an ownership interest in the Assignee shall be approved by City. An Assignment to an Assignee shall be memorialized in an “**Assignment Agreement**,” as addressed in Section 2.09 of this Development Agreement. Any reference to an “Assignment” in this Development Agreement shall assume the approval and execution of an Assignment Agreement by the Parties relative to such Assignment.

(3) Upon approval of such Assignment Agreement form conformance by the City Attorney and execution of such Assignment Agreement, such Assignment Agreement shall control the benefits, burdens, and other terms and conditions of this Development Agreement with respect to both the Assignment Property that is the subject of said Assignment Agreement, and to the Property and/or Portion that is not the subject of said Assignment Agreement. For example, an Assignment Agreement that includes the express written assumption by the Assignee of Developer's obligations under this Development Agreement shall release Developer from such obligations to the extent set forth in such Assignment Agreement, but shall not affect the Benefits and Burdens of other Portions of the Property not the subject of such Assignment Agreement.

(4) Upon an Assignment, a default by any Assignee regarding any such Assignment shall only affect that Portion of the Property so assigned to such Assignee (i.e., the Assignment Property) and shall not cancel or diminish in any way Developer's rights hereunder with respect to the Property or Portion not assigned to such Assignee. Therefore, a default by any Assignee (“**Defaulting Assignee**”) shall only affect the Assignment Property owned by such Defaulting Assignee, shall not be considered a default by Developer or any other Assignee who is not the Defaulting Assignee, shall not cancel or diminish in any way Developer's or any other non-defaulting Assignee's Benefits and Burdens rights hereunder, and otherwise shall not be considered a default by Developer or other Assignees who are not the Defaulting Assignee.

(5) Any and all Assignee(s) shall be responsible for the reporting and Annual Review requirements of this Development Agreement relating to the Portion of the Property owned by such Assignee. Additionally, any amendment to this Development Agreement between City and Assignee shall only affect the Portion of the Property controlled by such Assignee.

#### 4.02 Annual Review.

(a) Commencing July 1<sup>st</sup> of calendar year 2020, and for each July 1<sup>st</sup> thereafter during the Term of this Development Agreement, City shall initiate the “**Annual Review**” by written notice to Developer. Upon receipt of such written notice, Developer shall furnish to City, by June 1<sup>st</sup> of that same calendar, a report demonstrating good faith compliance by Developer with the terms of this Development Agreement.

(b) Following any such Annual Review, if Developer is determined to be in good faith compliance with the terms of this Development Agreement, City shall furnish Developer, upon Developer's request, a certification of compliance in recordable form.

(c) Following any such Annual Review, if Developer is determined to not be in good faith compliance with the terms of this Development Agreement, City shall furnish to

Developer a notice of noncompliance, which shall be deemed a notice of default and shall commence the cure period set forth in Section 4.01 of this Development Agreement (above).

(d) If City fails to notify Developer in writing (following the date the Review meeting is to be held) of the City's determination as to compliance or noncompliance with the terms of this Development Agreement, such failure shall be deemed an approval by City of Developer's current compliance with the terms of this Development Agreement.

(e) In addition to the Annual Review provided for in this Section 4.02, City may investigate or evaluate from time to time during the course of any given year, and regardless of whether such investigation or evaluation takes place as part of the Annual Review, any subject matter that is properly the subject of an Annual Review.

#### **4.03 Force Majeure Delay, Extension of Times of Performance.**

(a) In addition to specific provisions of this Development Agreement, performance by either Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental entities other than City, its departments, agencies, boards and commissions, enactment of conflicting State or Federal laws or regulations, or litigation - including without limitation litigation contesting the validity, or seeking the enforcement or clarification of this Development Agreement whether instituted by Developer, City, or any other person or entity (each a "**Force Majeure Event**").

(b) Either Party claiming a delay as a result of a Force Majeure Event shall provide the other Party with written notice of such delay and an estimated length of delay. Upon the other Party's receipt of such notice, an extension of time for performance shall be granted in writing for the period of the Force Majeure Event, or longer as may be mutually agreed upon by the Parties, unless the other Party objects in writing within ten (10) days after receiving the notice. In the event of such objection, the Parties shall meet and confer within thirty (30) days after the date of objection to arrive at a mutually acceptable solution to the disagreement regarding the delay. If no mutually acceptable solution is reached, either Party may take action as permitted under this Development Agreement.

(c) Upon mutual agreement of the Parties in writing, the Term of this Development Agreement shall be extended by that time period that the Parties mutually agree to be the length of the time delay caused by the Force Majeure Event.

#### **4.04 Legal Actions.**

(a) In the event of any administrative, legal, or equitable action or other proceeding instituted by any person, entity or organization (that is not a Party to this Development Agreement) challenging the validity of this Development Agreement, any Project Approval, or the sufficiency of any environmental review under CEQA during the Term of this Development Agreement ("**Third-Party Challenge**"), this Section 4.04 shall apply.

(b) The Parties shall mutually cooperate with each regarding such other in the defense of any such Third-Party Challenge and shall discuss and determine how to fund the defense

against such Third-Party Challenge. City shall tender the complete defense of any such Third-Party Challenge to Developer ("**Tender**"), and upon acceptance of such Tender by Developer, Developer shall control all aspects of the defense. If City wishes to assist Developer when Developer has accepted the Tender, City may do so, and Developer shall coordinate with City in such regard.

(c) If any part of this Development Agreement (including, without limitation, any part of the exhibits and attachments thereto) or any Project Approval is held by a court of competent jurisdiction to be invalid, all of the following shall apply:

(1) City shall use its best efforts to sustain and/or re-enact that part of this Development Agreement and/or Project Approval.

(2) City shall take all steps possible to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Development Agreement, and then adopting or re-enacting such part of this Development Agreement and/or Project Approval as necessary or desirable to permit execution of this Development Agreement and/or Project Approval.

(d) If despite such efforts such part of this Development Agreement and/or Project Approval cannot be cured and/or re-enacted or re-adopted, and such invalidity or unenforceability would have a material adverse impact on the Developer, by depriving Developer of a material benefit of this Development Agreement, then Developer may terminate this Development Agreement by providing written notice thereof to the City, and upon such termination, Developer shall no longer be subject to the benefits and burdens of this Development Agreement.

(e) If any term or provision of this Development Agreement, or the application of any term or provision of this Development Agreement to a specific situation, is otherwise found to be invalid, void, or unenforceable, the remaining terms and provisions of this Development Agreement, or the application of this Development Agreement to other situations, shall continue in full force and effect. However, again, if such invalidity or unenforceability would have a material adverse impact on the Developer, by depriving Developer of a material benefit of this Development Agreement, then Developer may terminate this Development Agreement by providing written notice thereof to the City, and upon such termination, Developer shall no longer be subject to the benefits and burdens of this Development Agreement.

#### **4.05 Estoppel Certificate.**

(a) Any Party may, at any time, and from time to time, deliver written notice to any other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party:

(1) This Development Agreement has not been amended or modified either orally or in writing or if so amended, identifying the amendments.

(2) This Development Agreement is in effect and the requesting Party is not known to be in default of the performance of its obligations under this Development Agreement, or if in default, to describe therein the nature and amount of any such defaults.

(b) Such a written certification shall be known as an "**Estoppel Certificate.**" A Party receiving a request hereunder shall execute and return such Estoppel Certificate within thirty (30) days following the receipt thereof, unless the Party in order to determine the appropriateness of the Estoppel Certificate, shall promptly commence and proceed to conclude a review pursuant to the provisions of Section 4.04 hereof. The Parties acknowledge that an Estoppel Certificate hereunder may be relied upon by Assignees and other persons having an interest in the Project, including holders of mortgages and deeds of trust. The City Manager shall be authorized to execute for City.

(c) If a Party fails to deliver an Estoppel Certificate within the thirty (30) day period, the Party requesting the Estoppel Certificate may deliver a second notice (the "**Second Notice**") to the other Party stating that the failure to deliver the Estoppel Certificate within ten (10) working days following the receipt of the Second Notice shall constitute conclusive evidence that this Development Agreement is without modification and there are no unexcused defaults in the performance of the requesting Party. Failure to deliver the requested Estoppel Certificate within the ten (10) working day period shall then constitute conclusive evidence upon the Party which fails to deliver such certificate that this Development Agreement is in full force and effect without modification and there are no unexcused defaults in the performance of the requesting Party.

## **ARTICLE 5**

### **MORTGAGE RIGHTS AND OBLIGATIONS**

#### **5.01 Encumbrances on the Property.**

(a) The Parties hereto agree that this Development Agreement shall not prevent or limit Developer, in any manner, at Developer's sole and absolute discretion, from encumbering the Property, or any portion thereof or any improvements thereon with any Mortgage securing financing with respect to the construction, development, use or operation of the Project. City acknowledges that Mortgagee may require certain modifications to this Development Agreement, and City shall, upon request, from time to time to meet with Developer and/or representatives of any such Mortgagee shall negotiate in good faith any such request for modification or subordination.

(b) City shall not unreasonably withhold its consent to any such requested modification to this Development Agreement provided such modifications are processed in accordance with the procedures for amendment of this Development Agreement.

(c) Any Mortgagee, and/or its successors and assigns, that comes into possession of the Property and/or any portion thereof shall be entitled to the rights, privileges and obligations set forth in this Development Agreement regarding such Property and/or any portion thereof, including, without limitation, the right to cure any and all Defaults.

#### **5.02 Obligations and Rights of Mortgage Lenders.**

(a) The non-possessory holder of any mortgage, deed of trust or other security arrangement with respect to the Property, or any portion thereof, shall not be obligated under this Development Agreement to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Development Agreement which pertain to the Property or such portion thereof in which it holds an interest.

(b) Any such holder who comes into possession of the Property, or any portion thereof, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure, shall take the Property, or such portion thereof, subject to any and all applicable obligations of this Development Agreement (including without limitation pro rata claims for payments or charges against the Property, or such portion thereof), which accrue prior to the time such holder comes into possession.

(c) Nothing in this Development Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses, and improvements provided for or authorized by this Development Agreement, subject to all of the terms and conditions of this Development Agreement.

## **ARTICLE 6**

### **GENERAL PROVISIONS**

#### **6.01 Miscellaneous.**

(a) Preamble, Recitals, Exhibits. References herein to this "Development Agreement" shall include the Preamble, Recitals, and all of the exhibits of this Development Agreement.

(b) Governing Law and Attorneys' Fees. This Development Agreement shall be construed and enforced in accordance with the laws of the State of California. Developer acknowledges and agrees that City has approved and entered into this Development Agreement in the sole exercise of their respective discretion and that the standard of review of the validity and meaning of this Development Agreement shall be that accorded legislative acts of City. Should any legal action be brought by a Party for breach of this Development Agreement or to enforce any provision herein, the prevailing Party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court.

(c) Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the development of the Property is a separately undertaken private development. No partnership, joint venture, or other association of any kind between Developer, on the one hand, and City on the other hand, is formed by this Development Agreement. The only relationship between City and Developer is that of a governmental entity regulating the development of private Property and the Developers of such private Property.

(d) Construction. As used in this Development Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and neuter and vice versa.

(e) Notices. All notices, demands, or other communications which this Development Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective Party as follows:

**If to City:**  
City of American Canyon

Attention: City Manager  
4381 Broadway Street, Suite 201  
American Canyon, CA 94503  
(707) 647-4360

**With a Copy To:**

City of American Canyon  
Attention: City Attorney  
400 Lambert Avenue  
Palo Alto, CA 94306  
(650) 843-8080

**If to Developer:**

Terrence McGrath  
American Canyon 1, LLC  
c/o McGrath Properties, Inc.  
1001 42<sup>nd</sup> Street, Suite 200  
Oakland, CA 94608  
(510) 273-2010

Any Party may change the address stated herein by giving notice in writing to the other Parties, and thereafter notices shall be addressed and transmitted to such new address. Any notice given to the Developer as required by this Development Agreement shall also be given to all other signatory Parties hereto and any lender which requests that such notice be provided. Any signatory Party or lender requesting receipt of such notice shall furnish in writing its address to the Parties to this Development Agreement.

(f) Recordation. The Clerk of the City shall record, within ten (10) days after the Effective Date, a copy of this Development Agreement in the Official Records of the Recorder's Office of Napa County. Developer shall be responsible for all recordation fees, if any.

(g) Jurisdiction and Venue. The interpretation, validity, and enforcement of this Development Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Development Agreement shall be filed and heard in a court of competent jurisdiction in Napa County.

(h) Waivers. Waiver of a breach or default under this Development Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Development Agreement.

(i) Entire Agreement. This Development Agreement may be executed in multiple originals, each of which is deemed to be an original. This Development Agreement, including these pages and all the exhibits (set forth below) inclusive, and all documents incorporated by reference herein, constitute the entire understanding and agreement of the Parties.

(j) Signatures. The individuals executing this Development Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Development Agreement on behalf of the respective legal entities of Developer and

City. This Development Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, as set forth in this Development Agreement.

(k) Exhibits. The following exhibits are attached to this Development Agreement and are hereby incorporated herein by this reference for all purposes as if set forth herein in full:

- Exhibit A*      *Property Depiction and Legal Description*
- Exhibit B*      *Dedications; Master Backbone Infrastructure*
- Exhibit C*      *City Fees*
- Exhibit D*      *City Resolution No. 2018-105*

**IN WITNESS WHEREOF**, City and Developer have executed this Development Agreement as of the date first hereinabove written.

**"City":**

CITY OF AMERICAN CANYON,  
a municipal corporation

By: Leon Garcia  
Leon Garcia, Mayor

ATTEST:

By: Suellen Johnston  
Suellen Johnston, City Clerk

APPROVED AS TO FORM:

By: William D. Ross  
William D. Ross, City Attorney

**"Developer":**

**"AC-1"**

AMERICAN CANYON I, LLC, A DELAWARE LIMITED LIABILITY COMPANY

By: Terrence McGrath  
Name: Terrence McGrath  
Its: Managing Member

By: John "Jack" Jaeger  
Name: John "Jack" Jaeger  
Its: Managing Member

AKA John Jaeger

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California

County of Napa

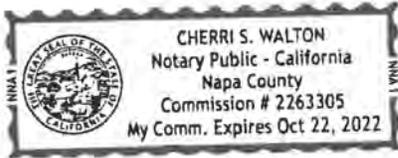
On July 19, 2019  
Date

before me, Cherri S. Walton, Notary Public  
Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_

Leon Garcia  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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 [Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Development Agreement AC-7 Property  
Document Date: July 18, 2019 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian of Conservator  Trustee  Guardian of Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

## 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 San Diego

On July 17, 2019 before me, Sandra M. Quinn  
(insert name and title of the officer)

personally appeared John Jaeger,  
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 Sandra M. Quinn (Seal)



ALL-PURPOSE ACKNOWLEDGEMENT

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.

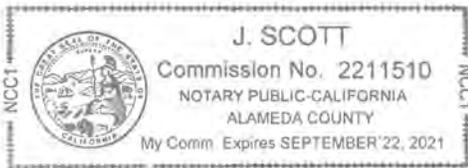
State of California

County of Alameda

On July 16, 2019, before me, J. Scott, Notary Public, personally appeared Terrence McGrath

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 State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE J. Scott

PLACE NOTARY SEAL ABOVE

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.

Description of attached document

Title or type of document:

Development Agreement / Between City of American Canyon and American Canyon I LLC

Document Date: 07/16/2019 Number of Pages: 76

Signer(s) Other than Named Above: —

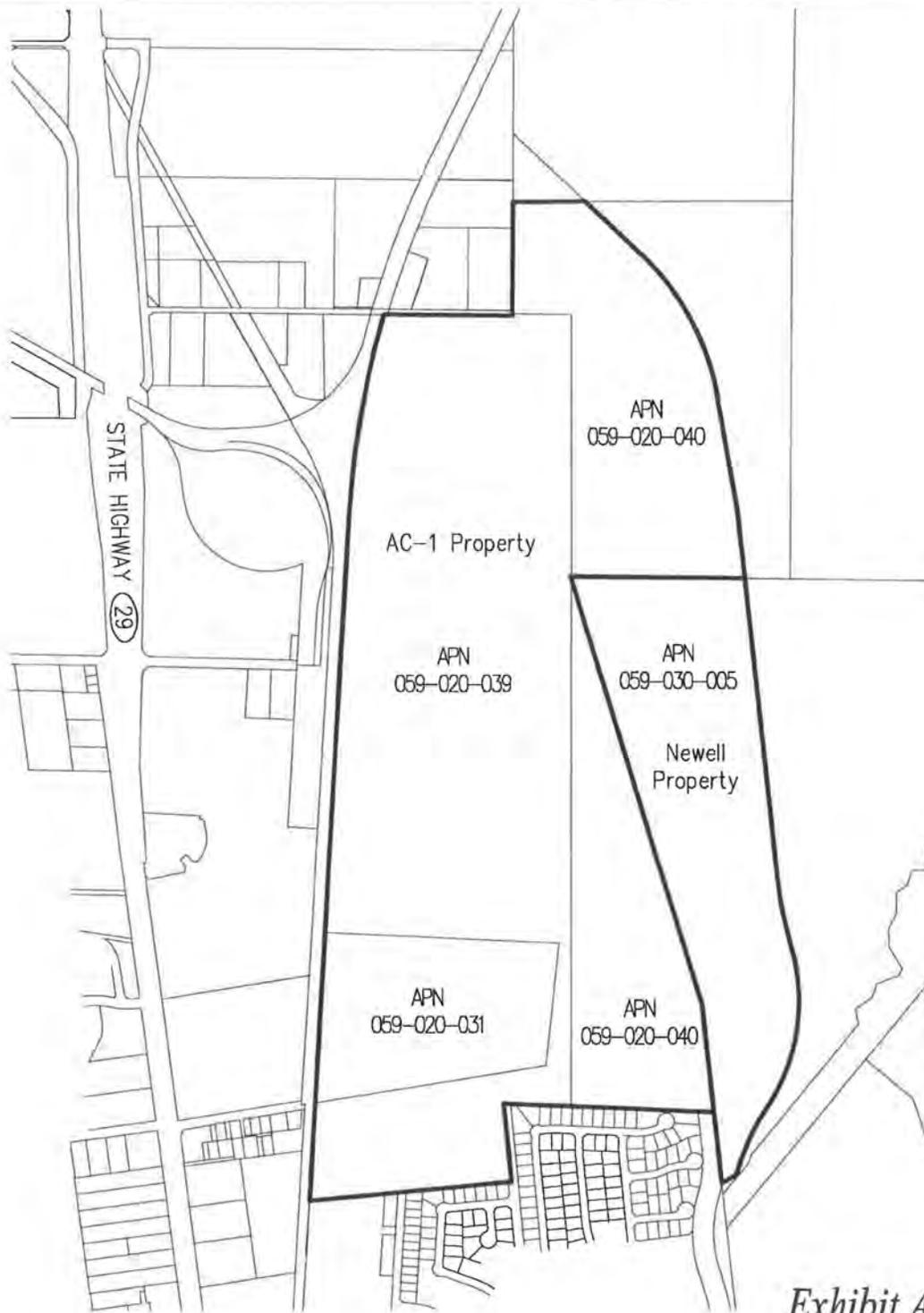
# Table of Contents

RECITALS.....	2
ARTICLE 1 DEFINITIONS AND TERM.....	5
1.01 Definitions.....	5
1.02 Term.....	16
1.03 Controlling Nature of this Development Agreement.....	18
ARTICLE 2 APPLICABLE LAW .....	19
2.01 Applicable Law.....	19
2.02 Vested Right to Applicable Law.....	20
2.03 New City Law(s).....	21
2.04 Good Faith and Fair and Expeditious Dealing; Processing.....	25
2.05 Requirements of Development Agreement Statute.....	28
2.06 Timing of Development; Phasing; Initial Access to AC-1 Property.....	29
2.07 Additional Developer Obligations and Permitted Acts.....	33
2.08 Additional City Obligations and Permitted Acts.....	55
2.09 Subsequent Project Conditions of Approval and Agreements.....	63
ARTICLE 3 AMENDMENT OF DEVELOPMENT AGREEMENT AND SUBSEQUENT APPROVALS .....	66
3.01 Amendment of Development Agreement.....	66
3.02 Amendments of Project Approvals.....	66
3.03 Operating Memoranda.....	66
ARTICLE 4 COVENANTS RUN WITH THE LAND; ASSIGNMENTS; DEFAULT, REMEDIES, TERMINATION.....	67
4.01 Covenants Run with the Land; Assignments; Defaults.....	67
4.02 Annual Review.....	69
4.03 Force Majeure Delay, Extension of Times of Performance.....	70
4.04 Legal Actions.....	70
4.05 Estoppel Certificate.....	71
ARTICLE 5 MORTGAGE RIGHTS AND OBLIGATIONS .....	72
5.01 Encumbrances on the Property.....	72
5.02 Obligations and Rights of Mortgage Lenders.....	72
ARTICLE 6 GENERAL PROVISIONS .....	73
6.01 Miscellaneous.....	73

*Exhibit A*

*Property Depiction and Legal Description*

Exhibit A-1



AC-1 Property:

APN 059-020-031  
APN 059-020-039  
APN 059-020-040

Newell Property:

APN 059-030-005

Exhibit A-1  
**AC-1 & Newell Properties**  
Watson Ranch

CITY OF AMERICAN CANYON    NAPA COUNTY    CALIFORNIA

DATE: MAY 30, 2019    SCALE: 1"=1000'



**cbg**

SAN RAMON (925) 866-0322  
SACRAMENTO (916) 375-1877  
WWW.CBANDS.COM

CIVIL ENGINEERS • SURVEYORS • PLANNERS

## LEGAL DESCRIPTION

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

### TRACT ONE:

#### PARCEL ONE:

Being all of Tract Two, as said Tract Two is described in that certain Grant Deed to Jaeger-Basalt LLC, recorded January 23, 2004, in Document No. 2004-0002720 of Official Records, in the office of the County Recorder of Napa County and more particularly described as follows:

Beginning at the intersection of the eastern line of the Southern Pacific Railroad right of way with the northeast extension of the monumented centerline of South Napa Junction Road as said road is shown on Map No. 2486 entitled, "Parcel Map of a portion of the lands of S. Mark Taper", recorded February 15, 1974 in Book 5 of Parcel Maps at page 98 in the office of the County Recorder of said Napa County; thence from said intersection, North 80° 04' 36" East 1415.27 feet along said northeast extension to a 3/4" iron pipe and tag, L.S. 3801; thence North 5° 23' 13" East 749.40 feet to a 3/4" iron pipe and tag, L.S. 3801; thence North 87° 57' 35" West 1418.53 feet to said eastern line of the Southern Pacific right of way; thence along said right of way, North 2° 30' 00" East 6.4 chains, more or less, to a stake marked 1 on the west line of the 168.45 acre tract of land conveyed to John Watson by Deed of record in Book P of Deeds, at page 133, said Napa County Records; thence North 80° 14' 00" East 29 chains to a stake marked 2 on the east line of said 168.45 acre tract; thence along said east line, South 17° 25' 00" East 19.36 chains to a stake and South 6° 48' 00" East 2.55 chains to the northeast corner of Lot 17 as said lot is shown on the map entitled, "Map of Bella Vista Ranch", recorded December 13, 1964 in Book 1 of Maps at page 66 in the office of the County Recorder of said Napa County; thence along the easterly and southerly lines of said Lot 17, South 6° 53' 00" East 7.06 chains and North 88° 23' 00" West 19.25 chains to the southwest corner thereof in the center of Center Street; thence along the center of said street, South 6° 23' 00" East 7.23 chains to the southeast corner of Lot 18 shown on said map of Bella Vista Ranch; thence along the southerly line of said lot, South 84° 04' 00" West 18.52 chains to said eastern right of way line; thence North 2° 34' 00" East 620 feet, more or less, to the point of beginning.

#### PARCEL TWO:

Being a portion of that certain parcel of land granted to Jamcan, LLC, by deed recorded December 30, 2005, in Document No. 2005-0053462 of Official Records, in the office of the County Recorder of Napa County, more particularly described as follows:

Beginning at the southwestern corner of said parcel of land (2005-0053462);

Thence, from said point of beginning, along the boundary line of said parcel of land, the following nine (9) courses:

North 02°30'00" East 2,166.78 feet,

North 05°15'00" East 264.00 feet,

North 07°30'00" East 132.00 feet,

North 08°45'00" East 132.00 feet,

North 11°45'00" East 612.48 feet,

North 90°00'00" East 784.74 feet,

North 00°00'00" East 33.00 feet,

North 00°26'40" East 660.00 feet, and

North 90°00'00" East 441.43 feet;

Thence, leaving said boundary line, South 46°26'18" East 458.92 feet;

Thence, along the arc of a tangent 1,560.00 foot radius curve to the right, through a central angle of 36°33'14", an arc distance of 995.26 feet;

Thence, South 09°53'04" East 597.78 feet;

Thence, along the arc of a tangent 3,062.00 foot radius curve to the right, through a central angle of 03°53'47", an arc distance of 208.23 feet;

Thence, South 05°59'17" East 312.38 feet to a point on said boundary line;

Thence, along said boundary line, the following three (3) courses:

North 90°00'00" West 1,014.49 feet,

South 17°25'00" East 1,438.14 feet, and

South 80°14'00" West 1,914.00 feet to said point of beginning.

APN: 059-020-039 & -040

TRACT TWO:

Beginning at the intersection of the Eastern line of the Southern Pacific Railroad right of way with the Northeast Extension of the monumented centerline of South Napa Junction Road as said road is shown on map number 2486 entitled "Parcel Map of a portion of the lands of S. Mark Taper", recorded February 15, 1974 and filed in Book 5 of Parcel Maps, at page 98 in the Office of the Napa County Recorder; thence from said intersection, North 80° 04' 36" East 1415.27 feet along said Northeast extension to a 3/4" iron pipe and tag, L.S. 3801; thence North 5° 23' 13" East 749.40 feet to a 3/4" iron pipe and tag, L.S. 3801; thence North 97° 57' 35" West 1418.53 feet to said Eastern line of the Southern Pacific right of way; thence along said right of way, South 2° 34' 36" West 1041.54 feet to the point of beginning.

APN 059-020-031

Exhibit A-2

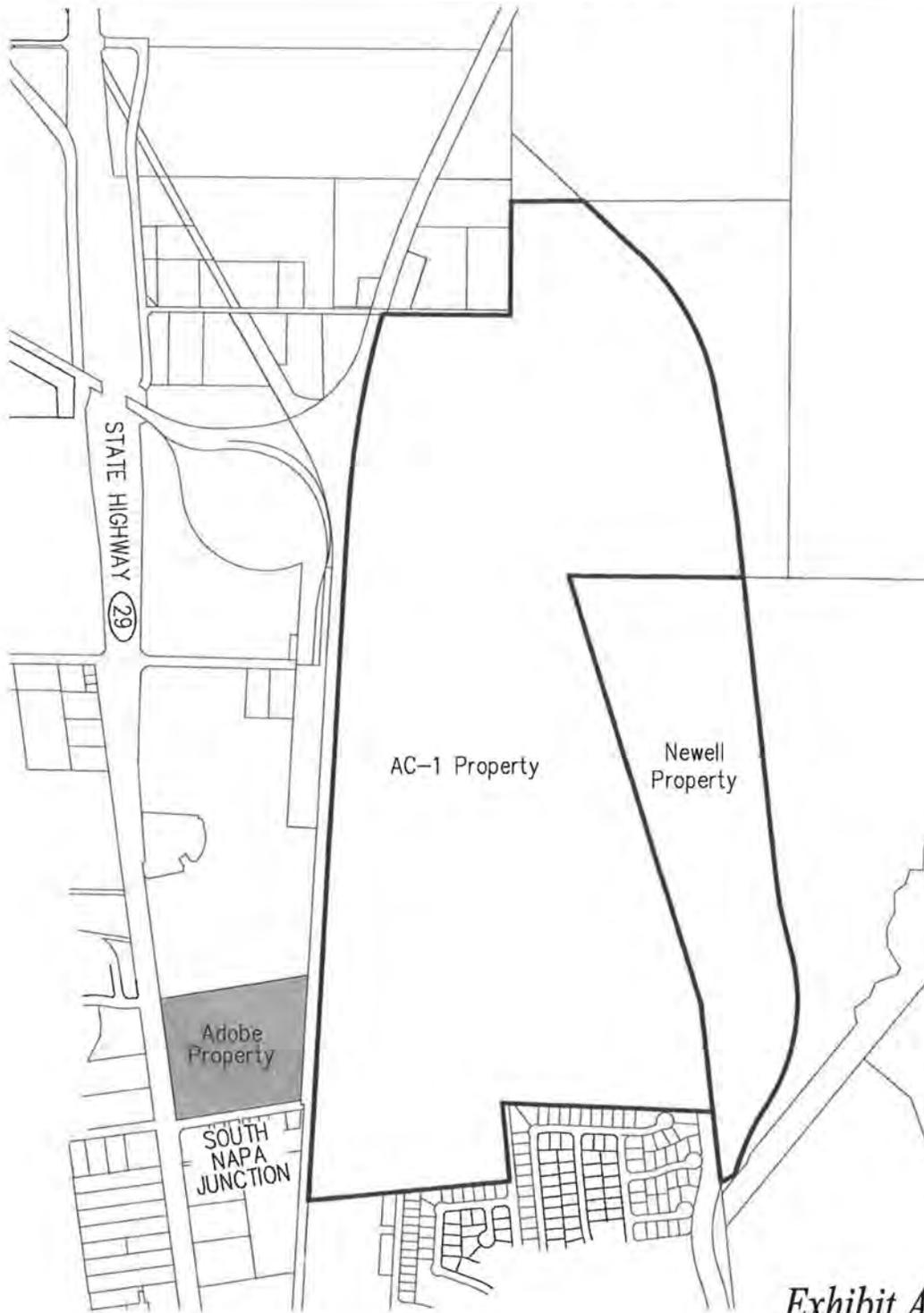
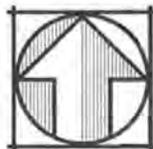


Exhibit A-2  
**Adobe Property**  
Watson Ranch

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA

DATE: MAY 30, 2019 SCALE: 1"=1000'



**cbg**

SAN RAMON (925) 868-0322  
SACRAMENTO (916) 375-1877  
WWW.CBANDG.COM

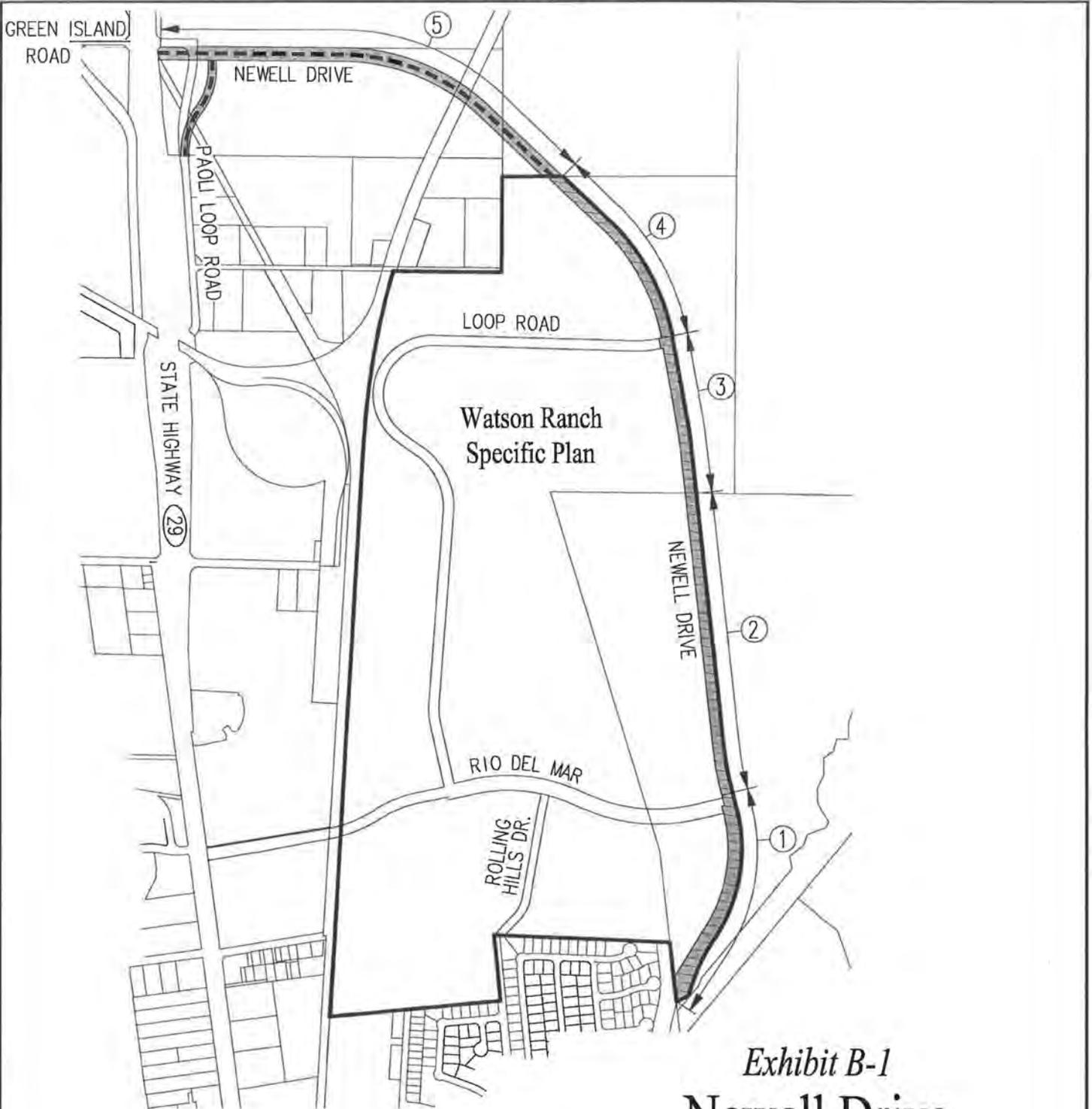
CIVIL ENGINEERS • SURVEYORS • PLANNERS

**Exhibit B**

*Dedications; Master Backbone Infrastructure*

Sub-Topic	Sub-Exhibit B
<i>Newell Drive Roadway Improvements</i>	B-1
<i>Rio Del Mar (At-Grade RRX)</i>	B-2
<i>Rio Del Mar (Grade-Separated RRX)</i>	B-3
<i>SR 29 / Rio Del Mar Tie-In</i>	B-4
<i>South Napa Junction (Grade-Separated RRX)</i>	B-5
<i>SR 29 / South Napa Junction Tie-In</i>	B-6
<i>Loop Road Improvements</i>	B-7
<i>Rolling Hills Drive Improvement</i>	B-8
<i>Parks, Trails and Plaza</i>	B-9

Exhibit B-1



Legend

- ① NEWELL DRIVE SEGMENT 1
- ② NEWELL DRIVE SEGMENT 2
- ③ NEWELL DRIVE SEGMENT 3
- ④ NEWELL DRIVE SEGMENT 4
- ⑤ NEWELL DRIVE SEGMENT 5

Exhibit B-1  
**Newell Drive  
 Roadway Improvements  
 Watson Ranch**

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA

DATE: MAY 21, 2019 SCALE: 1"=1000'



**cbg**

SAN RAMON (925) 866-0322  
 SACRAMENTO (916) 375-1877  
 WWW.CBANDG.COM

CIVIL ENGINEERS • SURVEYORS • PLANNERS



**Legend**

- ① AT-GRADE RIO DEL MAR SEGMENT 1
- ② AT-GRADE RIO DEL MAR SEGMENT 2
- ③ AT-GRADE RIO DEL MAR RRX SEGMENT
- ④ AT-GRADE RIO DEL MAR SEGMENT 3
- ⑤ AT-GRADE RIO DEL MAR SEGMENT 4
- ⑥ AT-GRADE RIO DEL MAR SEGMENT 5

*Exhibit B-2*  
**Rio Del Mar**  
**(At-Grade RRX)**

**Watson Ranch**

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA

DATE: MAY 21, 2019 SCALE: 1"=1000'



**cbandg**

SAN RAMON (925) 866-0322  
 SACRAMENTO (916) 375-1877  
 WWW.CBANDG.COM

CIVIL ENGINEERS • SURVEYORS • PLANNERS

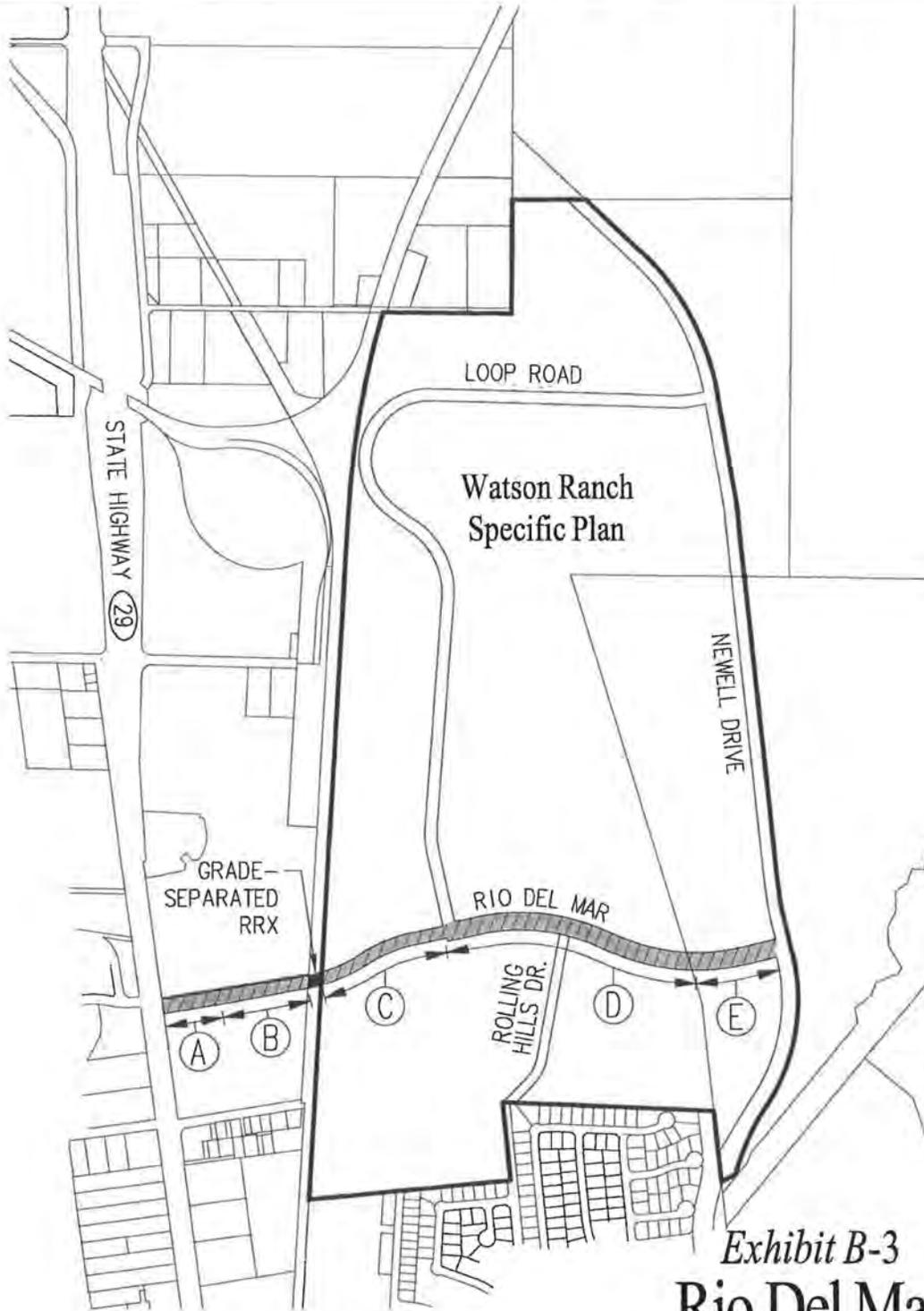


Exhibit B-3

# Rio Del Mar

## (Grade-Separated RRX)

### Watson Ranch

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA

DATE: MAY 21, 2019 SCALE: 1"=1000'

#### Legend

- (A) GRADE-SEPARATED RIO DEL MAR SEGMENT A
- (B) GRADE-SEPARATED RIO DEL MAR SEGMENT B
- GRADE-SEPARATED RIO DEL MAR RRX SEGMENT
- (C) GRADE-SEPARATED RIO DEL MAR SEGMENT C
- (D) GRADE-SEPARATED RIO DEL MAR SEGMENT D
- (E) GRADE-SEPARATED RIO DEL MAR SEGMENT E



**cbg**

SAN RAMON (925) 866-0322  
SACRAMENTO (916) 375-1877  
WWW.CBANDG.COM

CIVIL ENGINEERS • SURVEYORS • PLANNERS

Exhibit B-4

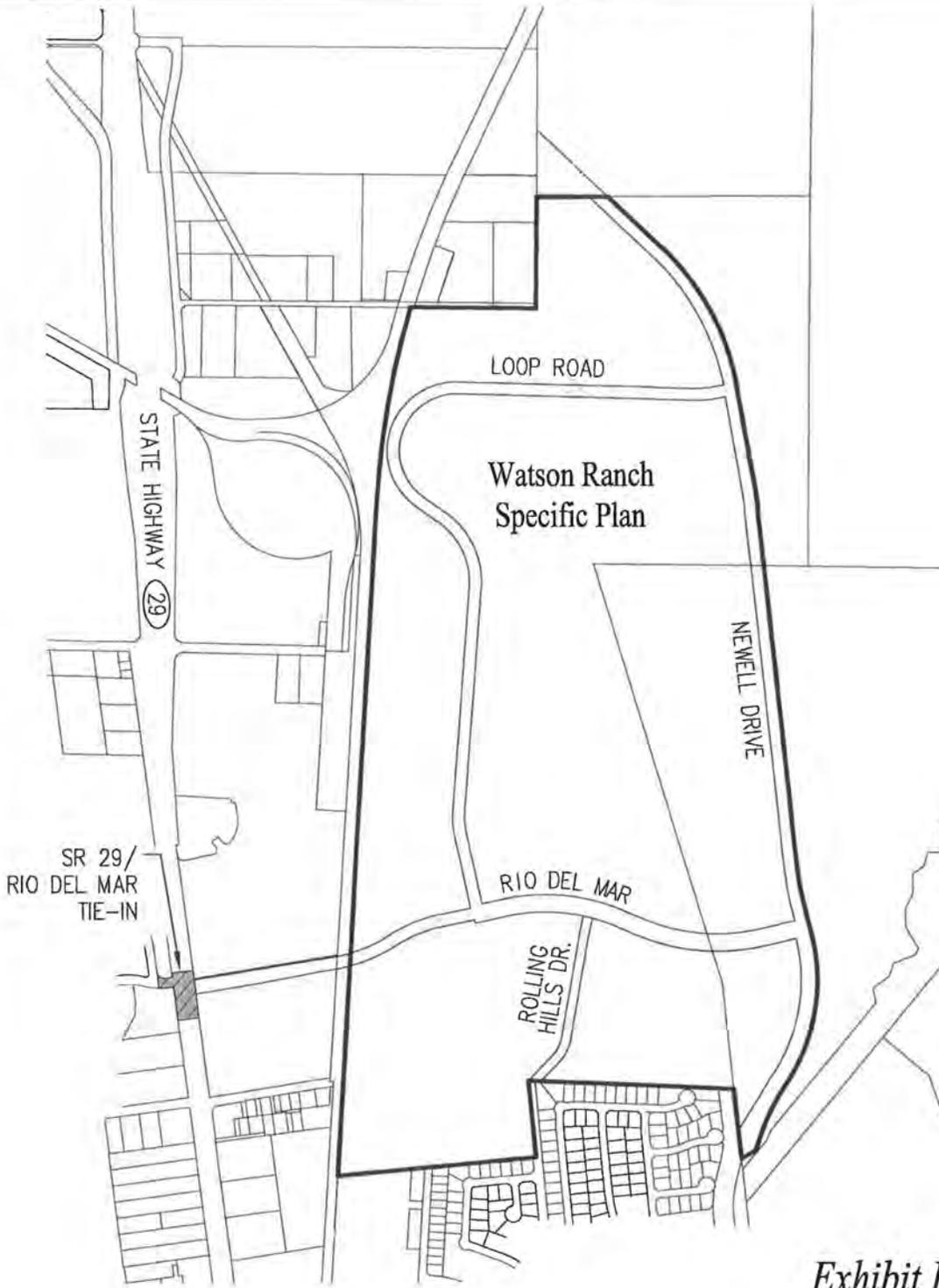


Exhibit B-4

SR 29 / Rio Del Mar Tie-in

Watson Ranch

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA

DATE: MAY 21, 2019 SCALE: 1"=1000'



**cbg**

SAN RAMON (925) 866-0322  
SACRAMENTO (916) 375-1877  
WWW.CBANDG.COM

CIVIL ENGINEERS • SURVEYORS • PLANNERS

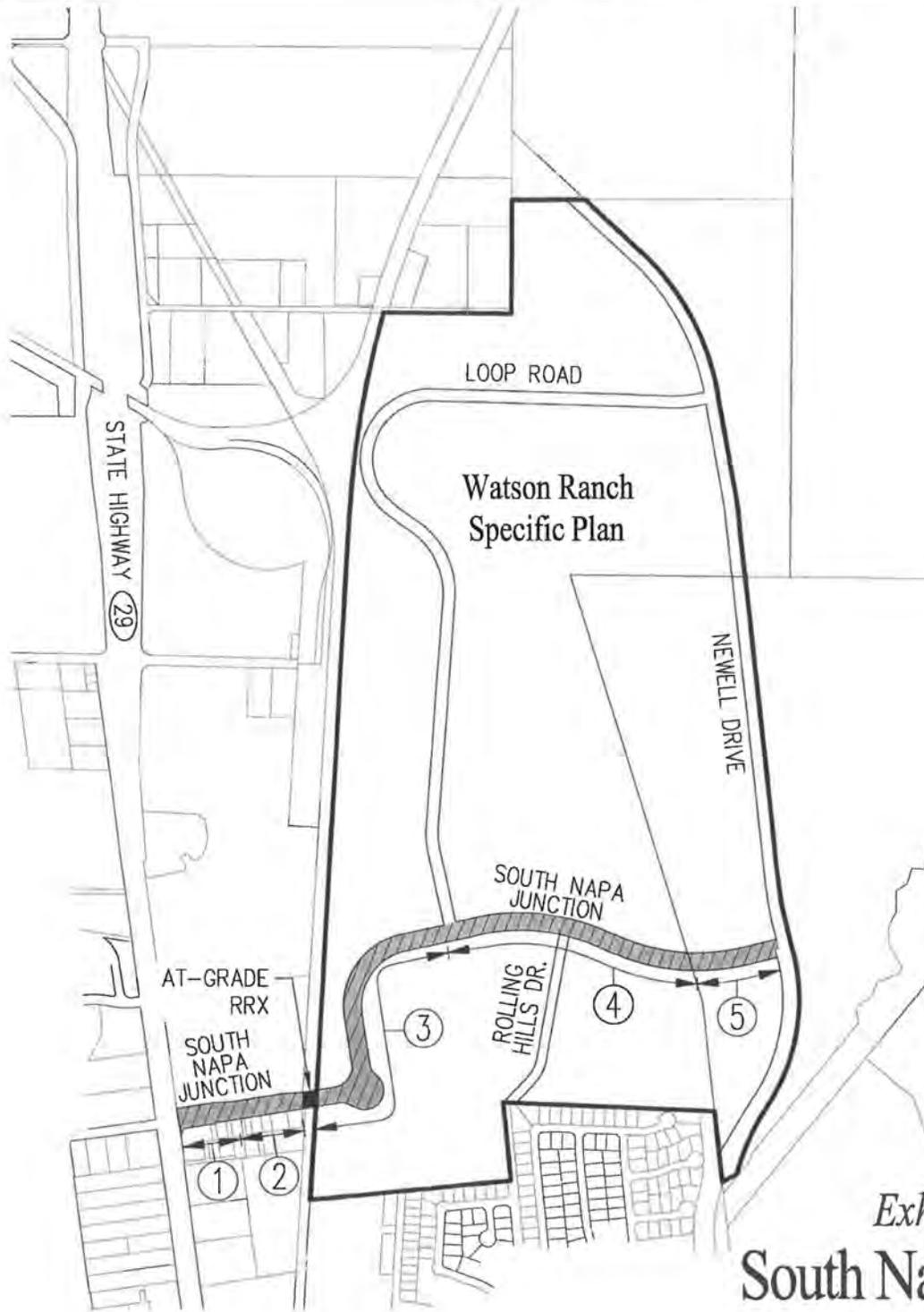


Exhibit B-5  
**South Napa Junction**  
 (At-Grade RRX)  
 Watson Ranch

Legend

- ① AT-GRADE SOUTH NAPA JUNCTION SEGMENT 1
- ② AT-GRADE SOUTH NAPA JUNCTION SEGMENT 2
- AT-GRADE SOUTH NAPA JUNCTION RRX SEGMENT
- ③ AT-GRADE SOUTH NAPA JUNCTION SEGMENT 3
- ④ AT-GRADE SOUTH NAPA JUNCTION SEGMENT 4
- ⑤ AT-GRADE SOUTH NAPA JUNCTION SEGMENT 5

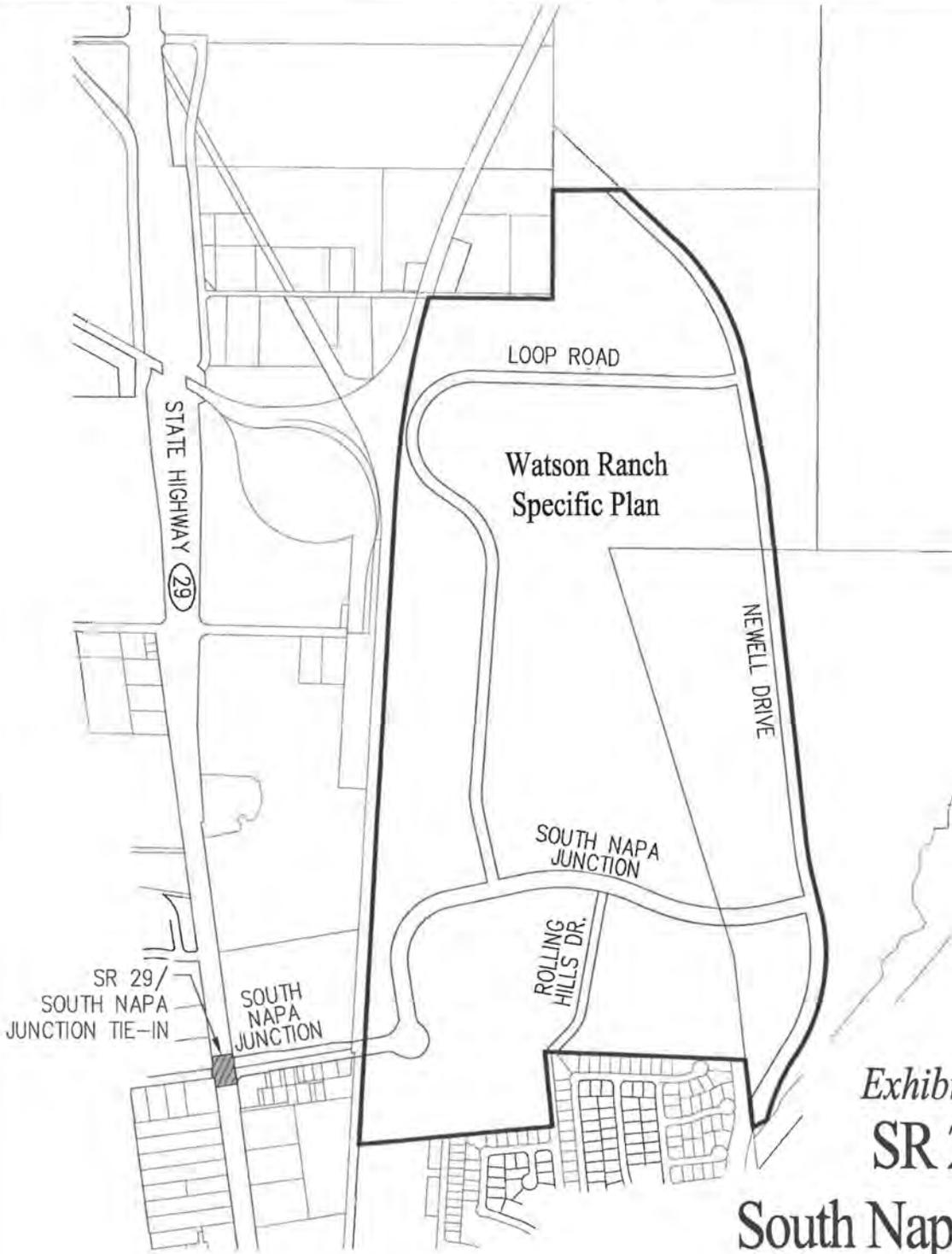
CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA  
 DATE: MAY 21, 2019 SCALE: 1"=1000'



**cbg**

SAN RAMON (925) 866-0322  
 SACRAMENTO (916) 375-1877  
 WWW.CBANDG.COM

CIVIL ENGINEERS • SURVEYORS • PLANNERS



*Exhibit B-6*  
**SR 29 /**  
**South Napa Junction**  
**Tie-In**  
**Watson Ranch**

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA

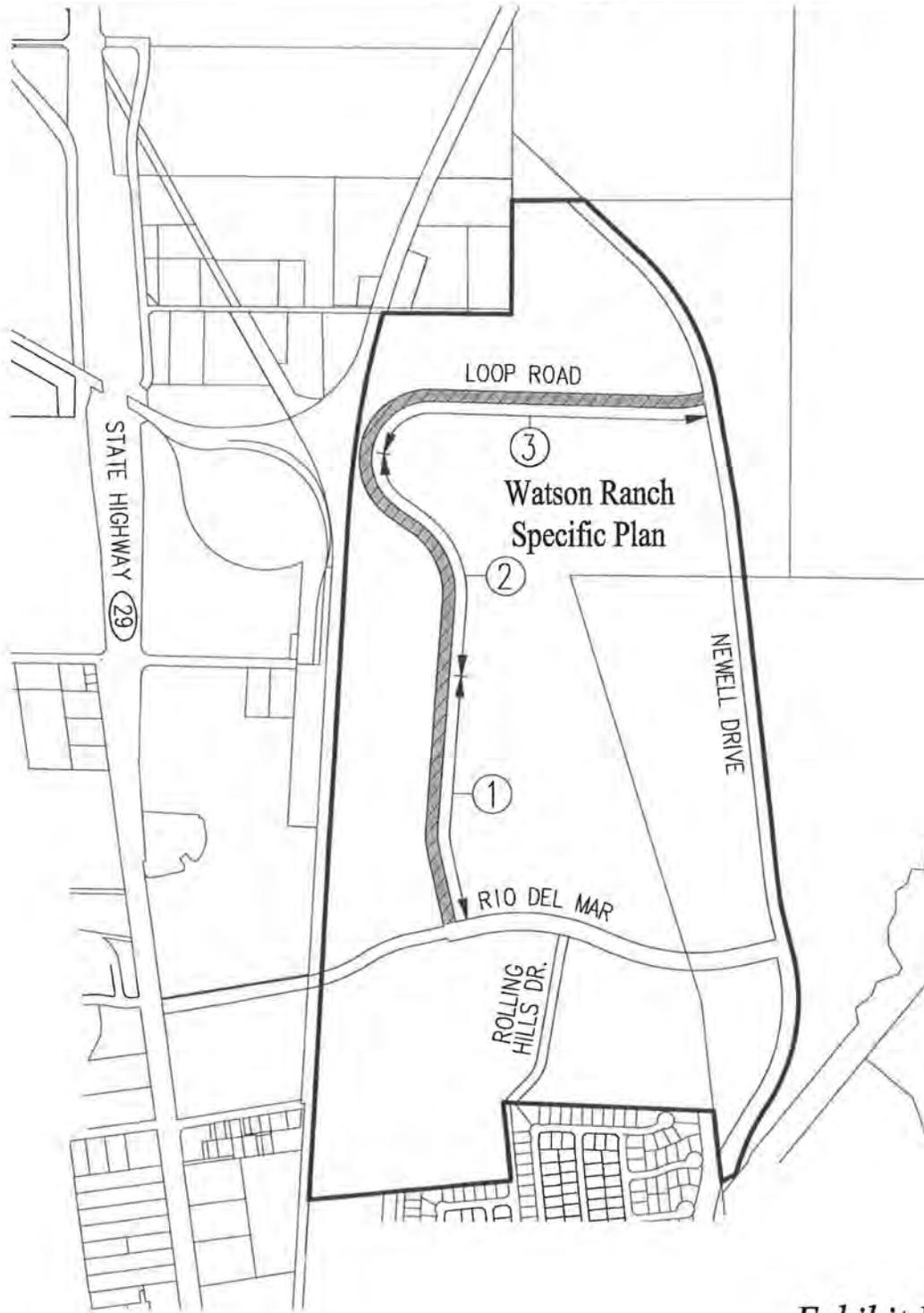
DATE: MAY 21, 2019 SCALE: 1"=1000'



**cbg**

SAN RAMON (925) 868-0322  
 SACRAMENTO (916) 375-1877  
 WWW.CBANDG.COM

CIVIL ENGINEERS • SURVEYORS • PLANNERS



**Legend**

- ① LOOP ROAD SEGMENT 1
- ② LOOP ROAD SEGMENT 2
- ③ LOOP ROAD SEGMENT 3

*Exhibit B-7*  
**Loop Road Improvements**  
**Watson Ranch**

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA

DATE: MAY 21, 2019 SCALE: 1"=1000'



**cbg**

SAN RAMON (925) 866-0322  
 SACRAMENTO (916) 375-1877  
 WWW.CBANDG.COM

CIVIL ENGINEERS • SURVEYORS • PLANNERS

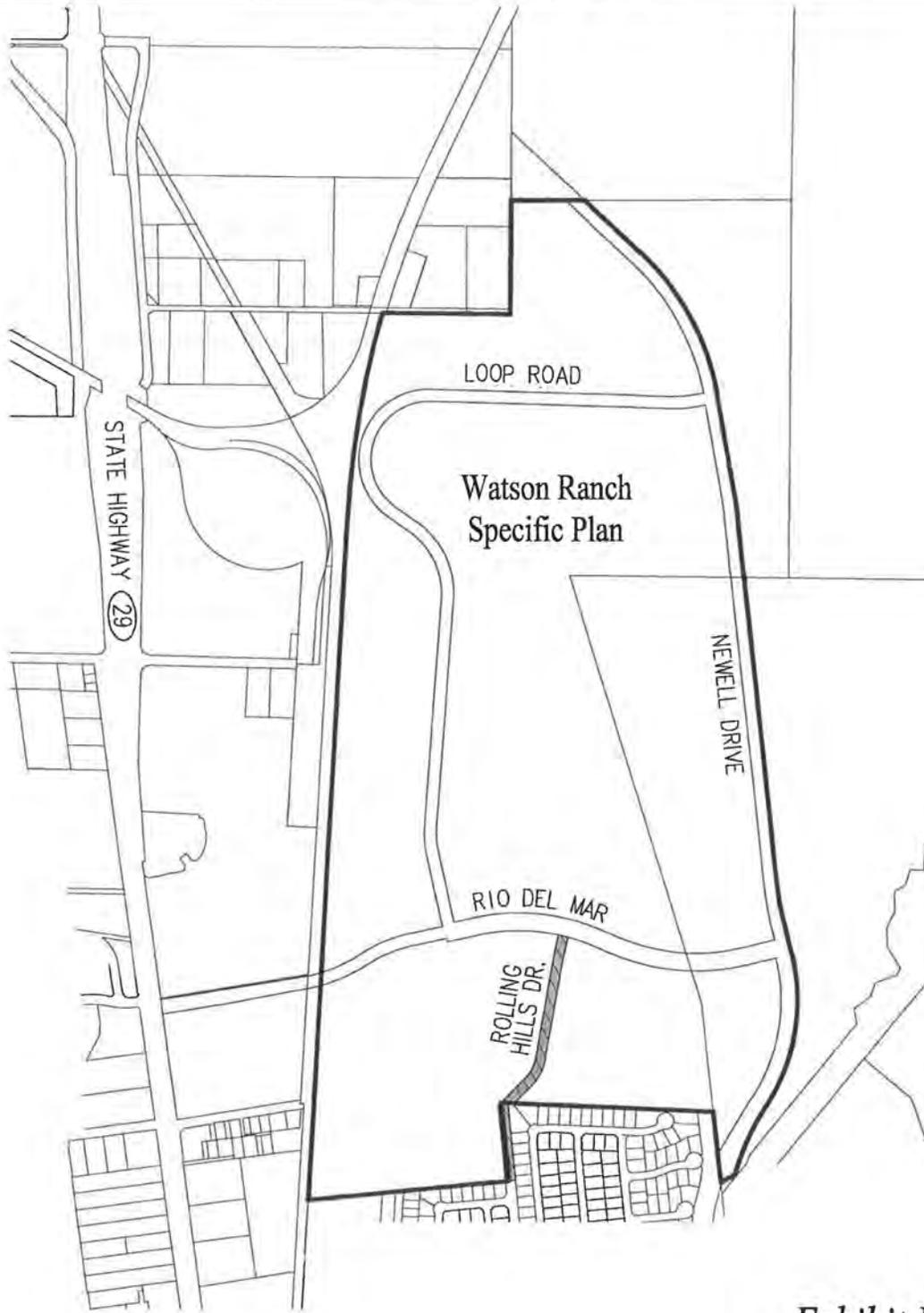


Exhibit B-8

# Rolling Hills Drive Improvements

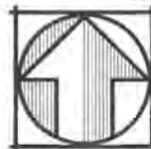
## Watson Ranch

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA

DATE: MAY 21, 2019 SCALE: 1"=1000'

### Legend

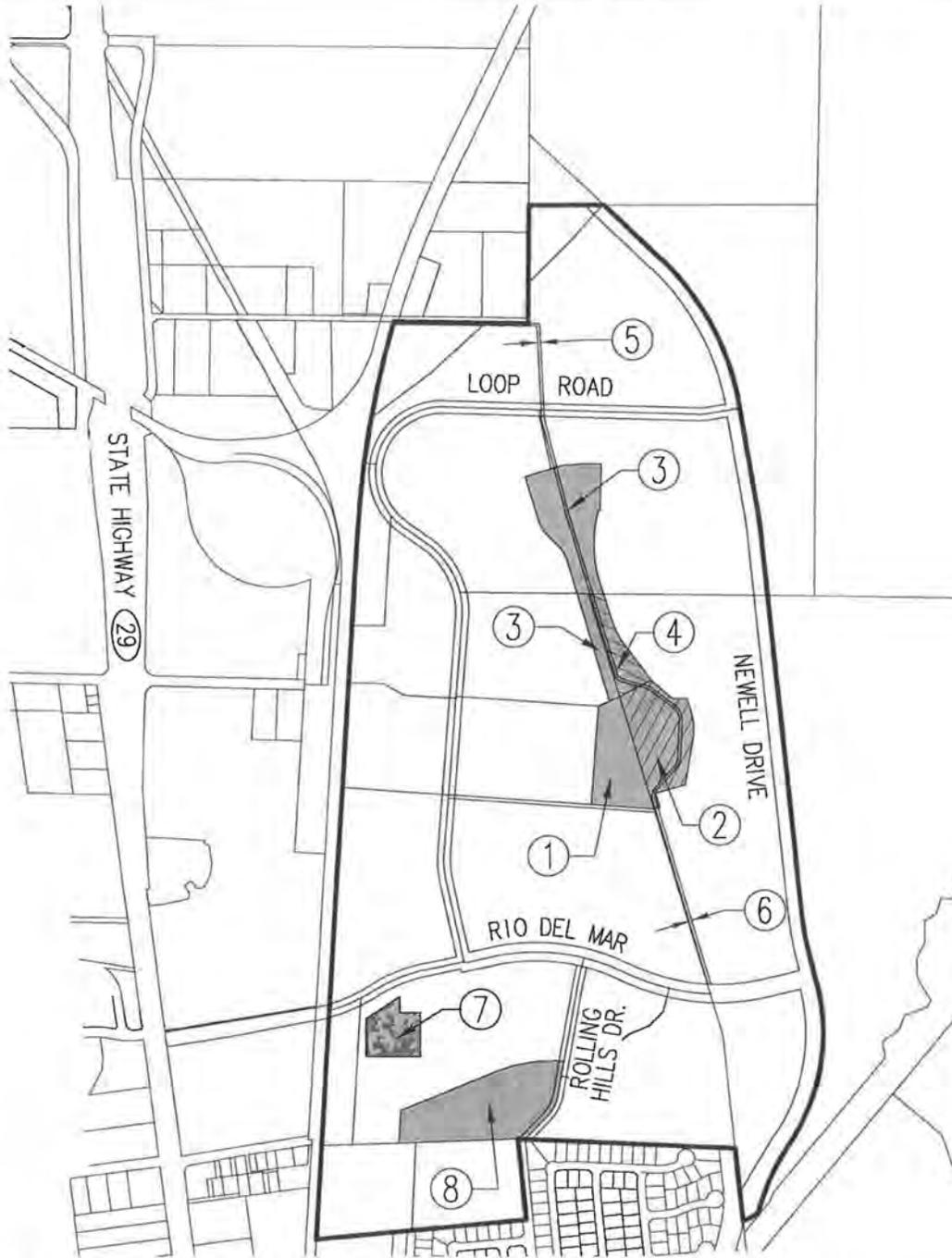
 ROLLING HILLS DRIVE IMPROVEMENTS



**cbg**

SAN RAMON (925) 868-0322  
SACRAMENTO (916) 375-1877  
WWW.CBANDG.COM

CIVIL ENGINEERS • SURVEYORS • PLANNERS

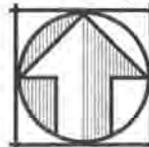


**Legend**

- ① PARK A (AC-1 PROPERTY)
- ② PARK A (NEWELL PROPERTY)
- ③ PARK B (AC-1 PROPERTY)
- ④ PARK B (NEWELL PROPERTY)
- ⑤ NAPA VALLEY VINE TRAIL (AC-1 PROPERTY)
- ⑥ NAPA VALLEY VINE TRAIL (NEWELL PROPERTY)
- ⑦ COMMUNITY PLAZA
- ⑧ QUARRY LAKE PARK

*Exhibit B-9*  
**Parks, Trails and Plaza**  
**Watson Ranch**

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA  
 DATE: MAY 21, 2019 SCALE: 1"=1000'



**cbg**

SAN RAMON (925) 866-0322  
 SACRAMENTO (916) 375-1877  
 WWW.CBANDG.COM

CIVIL ENGINEERS • SURVEYORS • PLANNERS

*Exhibit C*

*City Fees*

# Exhibit C

**SECTION 1:** The 2017 Traffic Impact Fees as shown on the table below:

### 2017 Traffic Impact Fee

Land Use	Traffic Impact Fee Per Net New Daily Trip
All	\$574.85

**SECTION 2:** The 2017 Water Capacity Fees as shown on the table below:

### 2017 Water Capacity Fee

Land Use	Units	EDU	Water Capacity Fee
Single Family	each	1.00	\$14,441
Multi-Family	unit	0.65	\$9,386
Commercial/Industrial	gpd	n/a	\$21.24

**SECTION 3:** The 2017 Wastewater Capacity Fees as shown on the table below:

### 2017 Wastewater Capacity Fee

Land Use	Units	EDU	Wastewater Capacity Fee
Single Family	each	1.00	\$9,959
Multi-Family	unit	0.65	\$6,473
Commercial/Industrial	gpd	n/a	\$33.20

**SECTION 4:** The 2017 Parks & Recreation Fees as shown on the table below:

### 2017 Parks & Recreation Fee

Parks and Recreation	Parks & Recreation Fee Per Dwelling Unit
Parkland Acquisition	\$2,010.97
Parkland Development	\$2,285.91
Community Gym	\$787.31
Aquatic Center/Pool	\$266.60
Aquatic Center/Slide	\$56.24
<b>Total - Park and Rec Fees</b>	<b>\$5,407</b>

**SECTION 5:** The 2017 Civic Facility Fees as shown on the table below:

**2017 Civic Facility Fee**

<b>Civic Facilities</b>	<b>Civic Facility Fee Per Residential Unit</b>	<b>Civic Facility Fee Per Commercial Sqft</b>	<b>Civic Facility Fee Per Office Sqft</b>	<b>Civic Facility Fee Per Industrial Sqft</b>
City Hall Expansion	\$261.40	\$0.14	\$0.27	\$0.094
Police Station	\$79.15	\$0.04	\$0.08	\$0.042
Aquatic Center Offices	\$242.65	\$0.04	\$0.06	\$0.010
Construction - City Library	\$915.40	\$0.14	\$0.23	\$0.083
Corp Yard Expansion and offsite improvements	\$71.86	\$0.01	\$0.04	\$0.010
<b>Total - Civic Facilities</b>	<b>\$1,570.46</b>	<b>\$0.36</b>	<b>\$0.69</b>	<b>\$0.24</b>

**SECTION 6:** The 2017 General Plan Update Fees as shown on the table below:

**2017 General Plan Update Fee**

<b>Land Use</b>	<b>Units</b>	<b>General Plan Update Fee</b>
Residential	Per DU	<b>\$83.31</b>
Commercial, Office, Industrial	Per Sqft	<b>\$0.0104</b>

**SECTION 7:** The 2017 General Plan Update Fees as shown on the table below:

**2017 Affordable Housing Nexus Fee**

<b>Type of Use</b>	<b>Affordable Housing Nexus Fee Per Gross Sqft</b>
Residential, Single Family, Townhouse	\$3.05
Residential, Stacked Flats, Apartment	\$3.55
Office	\$0.76
Hotel	\$0.76
Retail	\$0.76
Warehouse	\$0.51
Industrial	\$0.51
All Other Nonresidential	\$0.76

## Residential Building Plan Review Fees

SINGLE-FAMILY	Fees Per Unit	Notes
1 - 1,500 square feet	631.00	Minimum; any cost in excess of \$631 is to be charged to applicant based on the FB Hourly Rate
1,501 - 3,000	667.00	Minimum; any cost in excess of \$667 is to be charged to applicant based on the FB Hourly Rate
3,001 - 4,500	779.00	Minimum; any cost in excess of \$779 is to be charged to applicant based on the FB Hourly Rate
4,501 - 6,000	870.00	Minimum; any cost in excess of \$870 is to be charged to applicant based on the FB Hourly Rate
6,001 + square feet - Additional time per 200 square feet	53.00	Minimum; any cost in excess of \$53 is to be charged to applicant based on the FB Hourly Rate
After Model Plan Review Fee	146.00	Minimum; any cost in excess of \$146 is to be charged to applicant based on the FB Hourly Rate
MULTI-FAMILY	Fees Per Building	Notes
1 - 5000 square feet	2,302.00	Minimum; any cost in excess of \$2302 is to be charged to applicant based on the FB Hourly Rate
5001 - 10,000	3,136.00	Minimum; any cost in excess of \$3136 is to be charged to applicant based on the FB Hourly Rate
10,001 - 15,000	4,693.00	Minimum; any cost in excess of \$4693 is to be charged to applicant based on the FB Hourly Rate
15,001 - 30,000	6,290.00	Minimum; any cost in excess of \$6290 is to be charged to applicant based on the FB Hourly Rate
30,001 - 50,000	8,660.00	Minimum; any cost in excess of \$8660 is to be charged to applicant based on the FB Hourly Rate
50,001 + square feet - Additional time per 5,000 square feet	531.00	Minimum; any cost in excess of \$531 is to be charged to applicant based on the FB Hourly Rate
After Model Plan Review Fee	232.00	Minimum; any cost in excess of \$232 is to be charged to applicant based on the FB Hourly Rate

*Exhibit D*

*City Resolution 2018-105*

*Exhibit D*

**RESOLUTION NO. 2018-105**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON APPROVING GOALS AND POLICIES FOR COMMUNITY FACILITIES DISTRICTS CREATED PURSUANT TO THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982**

**WHEREAS**, Section 53312.7(a) of the California Government Code requires that the City of American Canyon (the "City") consider and adopt goals and policies concerning the use of the Mello-Roos Community Facilities Act of 1982 (the "Act") prior to the initiation of proceedings on or after January 1, 1994 to establish a new community facilities district ("CFD") under the Act; and

**WHEREAS**, a form of goals and policies (the "Goals and Policies") are attached as Exhibit A hereto; and

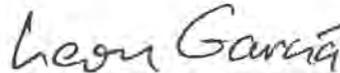
**WHEREAS**, these Goals and Policies for Community Facilities Districts provide guidance and conditions for the conduct by the City of proceedings for, and the issuance of bonds secured by special taxes levied in, a CFD; and

**WHEREAS**, the Goals and Policies are applicable to financings under the Act and are intended to comply with Section 53312.7 (a) of the Government Code.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of American Canyon hereby approves the Goals and Policies for Community Facilities Districts created pursuant to the Provisions of the Mello-Roos Community Facilities Act Of 1982, attached hereto as Exhibit A, and are found to meet the requirements of the Act and are adopted by this Council for purposes of compliance with the Act, subject to further amendment by this Council as may be required from time to time.

**PASSED, APPROVED and ADOPTED** at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 18<sup>th</sup> day of September, 2018, by the following vote:

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



Leon Garcia, Mayor

ATTEST:

  
Suellen Johnston, City Clerk

Attachments – Exhibit A – Goals and Policies

**CITY OF AMERICAN CANYON  
LOCAL GOALS AND POLICIES FOR  
COMMUNITY FACILITIES DISTRICTS**

**I. GENERAL.**

Section 53312.7(a) of the California Government Code requires that the City of American Canyon (the "City") consider and adopt local goals and policies concerning the use of the Mello-Roos Community Facilities Act of 1982 (the "Act") prior to the initiation of proceedings on or after January 1, 1994 to establish a new community facilities district ("CFD") under the Act.

These Local Goals and Policies for Community Facilities Districts (the "Policies") provide guidance and conditions for the conduct by the City of proceedings for financing facilities and/or services through the levy of special taxes in a CFD, and to issue bonds to finance such facilities. The Policies are intended to be general in nature; specific details will depend on the nature of each particular financing and variances may be appropriate as determined by staff. The Policies are applicable to financings under the Act and are intended to comply with Section 53312.7 (a) of the Government Code. These Policies shall not apply to any assessment financing or any certificate of participation or similar financings involving leases of or security in public property. The Policies are subject to amendment by the City Council at any time.

**II. FINANCING PRIORITIES.**

Eligible Facilities. The improvements eligible to be financed by a CFD must be owned by a public agency or public utility and must have a useful life of at least five years, except that up to five percent of the proceeds of an issue may be used for facilities owned and operated by a privately-owned public utility. The development proposed within a CFD must be consistent with the City's general plan and must have received any required legislative approvals such as zoning or specific plan approvals. A CFD shall not vest any rights to future land use on any properties, including those which are responsible for paying special taxes. Facilities eligible to be financed by a CFD include all those allowed under the Act.

It is acknowledged that the Act permits the financing of fee obligations imposed by governmental agencies the proceeds of which fees are to be used to fund public capital improvements of the nature listed above. The City will consider an application to finance fee obligations on a case-by-case basis.

The funding of public facilities to be owned and operated by public agencies other than the City shall be considered on a case-by-case basis. If the proposed financing is consistent with a public facilities financing plan approved by the City, or the proposed facilities are otherwise consistent with approved land use plans for the property, the City shall consider entering into a joint financing agreement or joint powers authority in order to finance these facilities.

A CFD may also be formed for the purpose of refinancing any fixed special assessment or other governmental lien on property, to the extent permitted under the Act, as applicable.

Priority Facilities. Priority for CFD financing of public facilities shall be given to public facilities which: (a) are necessary for development to proceed in an orderly fashion, or (b) are otherwise coordinated to correspond to the phasing of the related private development project. If appropriate, the

## *Exhibit D*

City shall prepare a public facilities financing plan as a part of the specific plan or other land use document that identifies the public facilities required to serve a project, and the type of financing to be utilized for each facility. The City will attempt to schedule construction of CFD-financed facilities in a manner such that private development will not occur ahead of the installation of public infrastructure necessary to support that development.

Eligible Services; Priority Services. The services eligible to be financed by a CFD (the "Services") are those identified in the Act. Subject to the conditions set forth in the Act, priority for public services to be financed by a CFD shall be given to services which are (a) necessary for the public health, safety and welfare and (b) would otherwise be paid from the City's general fund. The City may finance services to be provided by another local agency if it determines the public convenience and necessity require it to do so, although the City prioritizes financing services to be provided by the City. If appropriate, the City shall prepare a public services financing plan as a part of the specific plan or other land use document that identifies the public services required to serve a project and the source of funding for each such service.

Eligible Private Facilities. Financed improvements may be privately-owned in the specific circumstances, and subject to the conditions, set forth in the Act.

### **III. BOND FINANCINGS; CREDIT QUALITY.**

Value-to-Public Lien Ratio. All CFD bond issues should have at least a three to one property value to public lien ratio after calculating the value of the financed public improvements to be installed, unless otherwise specifically approved by the City Council as provided in Section 53345.8(b) or (c) of the Act. Property value may be based on either an appraisal (as described in VI below) or on assessed values as indicated on the county assessor's tax roll, or a combination of the two.

Entitlement Status. The City will prefer that all major land use approvals and non-ministerial governmental permits necessary for development of land in the CFD are substantially in place before bonds may be issued. In limited circumstances this may vary and in phased developments, such approvals need only be required for the portions of the project which substantially support payment for the bonds.

Reserve Fund. In most cases, a reserve fund equal to the lesser of (i) ten percent of the original proceeds of the bond issue, (ii) the maximum annual debt service on the bonds, or (iii) one hundred twenty-five percent of the average annual debt service on the bonds will be required for all bond issues where less than fifty percent of the buildable acreage has been developed. A smaller reserve fund may be determined by City staff, upon consultation with the City's bond consultants, for bond issues where appropriate development thresholds have been met.

Failure to Meet Credit Criteria. Less than a three to one property value to public lien ratio, excessive tax delinquencies, or projects of uncertain economic viability may cause the City to disallow the sale of bonds or require credit enhancement prior to bond sale. The City may consider exceptions to the above policies for bond issues that do not represent an unusual credit risk, either due to credit enhancement or other reasons specified by the City, and/or which otherwise provide extraordinary public benefits, to the extent permitted by and subject to any applicable requirements of the Act.

If the City requires letters of credit or other security, the credit enhancement shall be issued by an institution, in a form and upon terms and conditions satisfactory to the City. Any security required to

## Exhibit D

be provided by the applicant may be discharged by the City upon satisfaction of the applicable credit criteria specified by the City.

As an alternative to providing other security, and subject to federal tax law, the applicant may request that a portion of the bond proceeds be placed in escrow with a trustee or fiscal agent in an amount sufficient to assure the financing will meet the applicable credit criteria, including, but not limited to, meeting a value-to-lien ratio of at least three to one on the outstanding proceeds. The escrowed proceeds shall be released at such times and in such amounts as may be necessary to assure the applicable credit criteria has been met.

The City will require that bond financings be structured so that bonds are purchased and owned by suitable investors. For example, the City may require placement of bonds with a limited number of sophisticated investors, large bond denominations and/or transfer restrictions in situations where there is an insufficient value-to-lien ratio, where a substantial amount of the property within a CFD is undeveloped, where tax delinquencies are present in parcels within the CFD, and in any other situation identified by the City.

Variances from these Policies shall not invalidate or place in doubt any approval by the Council of the issuance of the bonds and related actions, and such approval shall likewise constitute approval of any variations to these Policies with respect to the CFD and such bonds.

#### IV. DISCLOSURES

Purchasers of Property. As a minimum, any disclosures mandated by applicable state law to inform prospective purchasers of their obligations under the CFD shall apply to each CFD. In addition, there may be additional requirements mandated by the City for particular kinds of financings on a case-by-case basis. The City may prescribe specific forms to be used to disclose the existence and extent of obligations imposed by CFD.

Disclosure Requirements for the Resale of Lots. The City shall cooperate with sellers of property (other than developers) to provide information which will enable them to comply with their notice requirements under Section 1102.6 of the Civil Code. A reasonable fee may be charged for providing the notice, not to exceed any maximum fee specified in the Act.

Continuing Bond Disclosure. Landowners in a CFD that are responsible for ten percent (10%) or more of the annual special taxes must, if requested by the City, agree to provide: (i) initial disclosure at the time of issuance of any bonds; and (ii) annual disclosure as required under Rule 15c2-12 of the Securities Exchange Commission until the special tax obligation of the property owned by such owner drops below 10% or other threshold established by the City.

#### V. EQUITY OF SPECIAL TAX FORMULAS AND MAXIMUM SPECIAL TAXES

Minimum Special Tax Levels. Special tax formulas shall provide for minimum special tax levels which satisfy the following payment obligations of a CFD: (a) 110 percent gross debt service coverage for all CFD bonded indebtedness, (b) the administrative expenses of the CFD, and (c) amounts equal to the differences between expected earnings on any escrow fund and the interest payments due on related bonds of the CFD.

## *Exhibit D*

In addition, the special tax formula may provide for the following to be included in the special tax levels: (a) any amounts required to establish or replenish any reserve fund established in association with the indebtedness of the CFD, (b) the accumulation of funds reasonably required for future debt service, (c) amounts equal to projected delinquencies of special tax payments, (d) the costs of remarketing, credit enhancement and liquidity facility fees, (e) the cost of acquisition, construction, furnishing or equipping of authorized Facilities, (f) lease payments for existing or future facilities, (g) costs associated with the release of funds from an escrow account, (h) the costs of Services, and (i) any other costs or payments permitted by law.

Equity of Special Tax Allocation Formula. The special tax formula shall be reasonable in allocating the CFD's payment obligations to parcels within the CFD. Exemptions from the special tax may be given to parcels which are publicly owned, are held by a property owners' association, are used for a public purpose such as open space or wetlands, are affected by public utility easements making impractical their utilization for other than the purposes set forth in the easements, or have insufficient value to support bonded indebtedness.

Aggregate Tax Burden. The total projected non-residential property tax levels for any CFD (including ad valorem taxes, any maintenance, landscaping or other impositions on the land in the CFD and other similar annual government charges levied on parcels in the CFD, but excluding property owners' association annual levies and as to any special tax levies, based on the expected special tax rates and not any "back-up" special taxes) must be reasonable, and will be considered by the City Council on a case-by-case basis.

The total projected residential property tax levels (including ad valorem taxes, any maintenance, landscaping or other impositions on the land in the CFD and other similar annual government charges levied on parcels in the CFD, but excluding homeowners' association annual levies and as to any special tax levies, based on the expected special tax rates and not any "back-up" special taxes) for any CFD (or, if a CFD has multiple improvement areas, for each improvement area and not the entire CFD) shall not exceed the lesser of (i) 2.0% of the estimated sales prices of the respective homes to be constructed in the CFD (with such prices to be determined by reference to an absorption study or appraisal prepared for the CFD or such other information as the City shall determine), or (ii) any maximum specified in the Act. The annual increase, if any, in the maximum special tax for any parcel shall not exceed any maximum specified in the Act. The increase in the special tax levied on any residential parcel as a consequence of delinquency or default by the owner of any other parcel shall not exceed any maximum specified in the Act.

Levy on Entire Parcels. Special taxes will only be levied on an entire county assessor's parcel, and any allocation of special tax liability of a county assessor's parcel to leasehold or possessory interest in the fee ownership of such county assessor's parcel shall be the responsibility of the fee owner of such parcel and the City shall have no responsibility therefore and has no interest therein. Failure of the owner of any county assessor's parcel to pay or cause to be paid any special taxes in full when due, shall subject the entire parcel to foreclosure in accordance with the Act.

Feasibility Analysis. The City may retain a special tax consultant to prepare a report which: (a) recommends a special tax for the proposed CFD, and (b) evaluates the special tax proposed to determine its ability to adequately fund identified public facilities, City administrative costs, services (if applicable) and other related expenditures. Such analysis shall also address the resulting aggregate tax burden of all

## *Exhibit D*

proposed special taxes plus existing special taxes, ad valorem taxes and assessments on the properties within the CFD.

### **VI. APPRAISALS**

The definitions, standards and assumptions to be used for appraisals shall be determined by City staff on a case-by-case basis, with input from City consultants and CFD applicants, and by reference to relevant materials and information promulgated by the State of California (including, but not limited to, the California Debt Investment and Advisory Commission). The appraiser shall be selected by or otherwise acceptable to the City, and the appraisal shall be coordinated by and under the direction of, or otherwise as acceptable to, the City.

The appraisal must be dated within three months of the date the bonds are priced, unless the City Council determines a longer time is appropriate.

All costs associated with the preparation of the appraisal report shall be paid by the entity requesting the establishment of the CFD, if applicable, through the advance deposit mechanism described below.

### **VII. CITY PROCEEDINGS.**

Petition. For new development projects, a petition meeting the requirements of the applicable authorizing law may be required. The applicant is urged to obtain unanimous waivers of the election waiting period and other election matters to expedite formation of the CFD. In applying to the City for formation of a CFD, the applicant must specify any reasonably expected impediments to obtaining petitions and waivers, including from co-owners and/or lenders of record (where required).

Deposits and Reimbursements. All City staff and consultant costs incurred in the evaluation of CFD applications and the establishment of the CFD will be paid by the entity or entities if any, requesting the establishment of the CFD by advance deposit increments. The City shall not incur any expenses for processing and administering a CFD that are not paid by the applicant or from CFD bond proceeds. In general, expenses not chargeable to the CFD shall be directly borne by the proponents of the CFD.

If a petition for formation of a CFD is required, it shall be accompanied by an initial deposit in the amount determined by the City to fund initial staff and consultant costs associated with CFD review and implementation. If additional funds are needed to off-set costs and expenses incurred by the City, the City shall make written demand upon the applicant for such funds. If the applicant fails to make any deposit of additional funds for the proceedings, the City may suspend all proceedings until receipt of such additional deposit.

The City shall not accrue or pay any interest on any portion of the deposit refunded to any applicant or the costs and expenses reimbursed to an applicant. Neither the City nor the CFD shall be required to reimburse any applicant or property owner from any funds other than the proceeds of bonds issued by the CFD or special taxes levied in the CFD.

# END OF DOCUMENT

## *Exhibit D*

Representatives. The City and the applicant shall each designate a representative for each financing district proceeding. The representatives shall be responsible for coordinating the activities of their respective interests and shall be the spokespersons for each such interest. The purpose of this requirement is to avoid duplication of effort and misunderstandings from failure to communicate effectively. In the case of the City, it allows the City's consultants to report to a single official who will, in turn, communicate with other staff members.

Time Schedule. The final schedule of events for any proceeding and the timing of issuance of bonds shall be determined by the City, in consultation with its financing team and the applicant. Any changes will require approval by the appropriate City official. Time schedules will (unless specific exceptions are allowed) observe established City Council meeting schedules and agenda deadlines. To the extent possible, financings will be scheduled to allow debt service to be placed on the tax rolls with a minimum of capitalized interest.

### **VIII. FINANCING TERMS**

All terms and conditions of any CFD bonds shall be established by the City. The City will control, manage and invest all CFD issued bond proceeds. Each bond issue shall be structured to adequately protect bond owners and to not negatively impact the bonding capacity or credit rating of the City through the special taxes, credit enhancements, foreclosure covenant, and reserve funds.

All statements and material related to the sale of bonds shall emphasize and state that neither the faith, credit nor the taxing power of the City is pledged to security or repayment of the Bonds. The sole source of pledged revenues to repay CFD bonds are special taxes, bond proceeds and reserve funds held under the bond document, and the proceeds of foreclosure proceedings and additional security instruments provided at the time of bond issuance.

The City shall select all consultants necessary for the formation of the CFD and the issuance of bonds, including the underwriter(s), bond counsel, disclosure counsel, financial advisors, appraiser, market absorption/pricing consultant and the special tax consultant. Prior consent of the applicant shall not be required in the determination by the City of the consulting and financing team.

### **IX. EXCEPTIONS TO THESE POLICIES**

City staff may find in limited instances that a waiver to any of the above stated policies is reasonable given identified special benefits to be derived from such waiver. In connection with such finding, City staff shall determine if such waiver constitutes a substantial deviation to be approved by action of the City Council.

ORDINANCE NO. 2023-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON AMENDING THE WATSON RANCH SPECIFIC PLAN (PL22-0023)

**WHEREAS**, pursuant to Section 65300 of the State Planning and Zoning Law (Gov. Code § 65000 *et seq.*), the City of American Canyon has adopted a General Plan to provide comprehensive long-range planning and a blueprint of the city's future form, including land use and circulation maps that specify the roadway network and the distribution of types and intensities of land; and

**WHEREAS**, Section 65358 of the State Planning and Zoning Law provides that the City Council may amend all or part of the General Plan if it deems the amendment to be in the public interest; and

**WHEREAS**, the Watson Ranch Specific Plan (WRSP) is a comprehensive planning document that encompasses 309-acres and will contribute significantly to the identity of American Canyon with its unique draw of new residential neighborhoods and the Napa Valley Ruins & Gardens (NVRG); and

**WHEREAS**, the WRSP area is located within north of Vintage Ranch; east of the Union Pacific Rail Line; west of the City limits, and generally south of Watson Lane; and

**WHEREAS**, on October 16, 2018, the City Council of the City of American Canyon amended the General Plan to recognize and ensure consistency with and between the City of American Canyon General Plan and the Watson Ranch Specific Plan; and

**WHEREAS**, on October 16, 2018, the City Council certified the Watson Ranch Specific Plan Draft and Final Environmental Impact Report (collectively, the "WRSP Final EIR") pursuant to the California Environmental Quality Act (Pub. Res. Code § 21000 *et seq.*, ("CEQA")); and

**WHEREAS**, on November 6, 2018, the City Council of the City of American Canyon adopted the Watson Ranch Specific Plan by Ordinance pursuant to Municipal Code Chapter 19.12.020, establishing it as the regulating document for the development of the Watson Ranch Specific Plan site; and

**WHEREAS**, the Watson Ranch Specific Plan (WRSP) is a detailed planning document which provides a land use and policy framework for future development of approximately 309 acres within the City of American Canyon; and

**WHEREAS**, as a policy framework for development of 309 acres, the WRSP by necessity will require amendment from time-to-time to provide appropriate modifications to address current needs and improved ideas; and

**WHEREAS**, on June 4, 2019, the City Council of the City of American Canyon amended the General Plan to accommodate technical revisions to the Watson Ranch Specific Plan (Resolution 2019-40); and

**WHEREAS**, on June 18, 2019, the City Council of the City of American Canyon approved the first amendment to the WRSP (Ordinance 2019-05); and

**WHEREAS**, subsequent to June 18, 2019, the City of American Canyon has approved numerous implementing discretionary applications that have resulted in a Development Agreement; Large Lot Vesting Tentative Map; Street and Park Dedications; Lemos Pointe Apartments, Artisan and Harvest single-family homes; Tentative and Final Maps for single family subdivisions; the NVRG Hotel and Condominiums; two NVRG Amphitheaters; and approval of ministerial construction permits; and

**WHEREAS**, without changing the approved residential and commercial development intensity, the applicant, AC1-LLC, proposed a General Plan Amendment and Watson Ranch Specific Plan Amendment to implement improved ideas for a more efficient roadway circulation, park locations, public school needs, and clarification of narrative language and policy descriptions throughout the Specific Plan document (PL22-0023); and

**WHEREAS**, on May 25, 2023, the City of American Canyon Planning Commission conducted a public hearing and unanimously recommended approval of the Watson Ranch General Plan Amendment and Watson Ranch Specific Plan Amendment; and

**WHEREAS**, on August 15, 2023, the City of American Canyon City Council conducted a public hearing and approved the Watson Ranch Specific Plan General Plan Amendment; and

**WHEREAS**, on August 15, 2023, the City of American Canyon City Council conducted a public hearing, at which time all those in attendance were given the opportunity to speak on this Watson Ranch Specific Plan Amendment.

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

**SECTION 1. Findings to Approve the Specific Plan Amendment in accordance with American Canyon Municipal Code Section 19.17.080**

- A. The distribution, location and extent of land uses, including open space, as depicted in the specific plan is consistent with the general plan.

*The Watson Ranch Specific Plan sets forth the land uses, residential densities, non-residential intensities, permitted and conditional uses, development standards, and design guidelines for the WRSP Area and further implements the Policies set forth for the Town Center land use designation. The Watson Ranch Specific Plan is consistent with the General Plan. This Amendment has a corresponding amendment to the General Plan and is therefore consistent.*

- B. The specific plan provides for public infrastructure and services needed to support the land uses described in the plan, including adequate distribution, location, extent and intensity of transportation, sewage, water, drainage, solid waste disposal, energy, parks, community facilities and other essential facilities.

*The Specific Plan does set forth the design for roadways, water, wastewater, recycled water, storm drainage systems, parks and other community facilities necessary to support the land*

*uses described in the plan. Specifically, Chapters 4, 5, 7 and 8 of the WRSP address these facilities. This Amendment is consistent with the provision of these facilities.*

- C. The standards and development criteria, including requirements for resource utilization, will ensure that development proceeds in an orderly fashion and maintains a high level of quality.

*Chapter 6 of the WRSP sets forth development standards which are supplemented by Design Guidelines in Appendix A. The development standards and design guidelines together promote efficient resource utilization, best practices, and sustainability to ensure a high level of quality. Further Chapter 9, Implementation, sets forth the phasing program to ensure the development proceeds in an orderly fashion. This Amendment does not alter the standards and development criteria set forth in the Specific Plan and is therefore consistent.*

- D. The specific plan contains implementation measures, including financing programs, to ensure that development is supported by adequate infrastructure as it occurs.

*WRSP Chapter 9, Implementation, sets forth the financing principles and policies, identifies different financing mechanisms, and sets forth phasing of supporting infrastructure. This Amendment supports the provisions of the Development Agreement which, consistent with the Specific plan, provides further clarity on financing and phasing of infrastructure. Therefore, this Amendment does not materially alter the implementation plan set forth in the Specific Plan and is therefore consistent.*

- E. The site is suitable for the type and intensity of development proposed.

*As determined through the initial existing conditions analysis and the preparation of the WRSP Final EIR, the WRSP site is suitable for the type and intensity of the proposed development associated with this Amendment. The Amendment does not alter the type and intensity of development proposal and is therefore consistent.*

- F. The flexibility in development standards afforded by the specific plan process has resulted in a project providing more superior design and amenities than would occur under more traditional zoning practices, and the project provides clear and substantial benefit to the city.

*The WRSP Project implements the General Plan for the Town Center land use designation, consistent with Objective 1.19 of the General Plan: "Provide for the development of a Town Center that physically and functionally serves as the symbolic and identifiable focus of community activities and events for the City of American Canyon and which is a regional destination within Napa Valley." General Plan Policy 1.19.7 designated that the land uses in this area be developed pursuant to one or more specific plans. The WRSP includes Development Standards and Design Guidelines that promote diverse neighborhood design and integrated housing types. It further provides for the creation of a "Town Center" through the renovation of the cement factory ruins while preserving the unique character of this site feature. This Amendment does not alter the flexibility in development standards, the superior design or amenities of the Specific Plan and is therefore consistent.*

**SECTION 2:** Based on the findings described above, the City Council of the City of American Canyon hereby amends the Watson Ranch Specific Plan as depicted in Exhibit A to this Ordinance.

**SECTION 3: CEQA FINDINGS: Regarding Environmental Review pursuant to the California Environmental Quality Act (CEQA)**

1. This Specific Plan Amendment does not change the total number of dwelling units and commercial square footage established by the WRSP. Therefore, the environmental impacts of the WRSP Project which included the Specific Plan were adequately considered in the certified Final EIR for the Watson Ranch Specific Plan Project (SCN. 2015022030) which includes findings, a Statement of Overriding Considerations for the Project, and a Mitigation Monitoring and Reporting Program.
2. Approval of the Specific Plan Amendment based on the Final EIR, the Statement of Overriding Considerations for the Project, and the Mitigation Monitoring and Reporting Program complies with CEQA.

**SECTION 4. EFFECTIVE DATE.** This ordinance shall become effective effect 30 days after its final passage pursuant to Government Code section 36937.

**SECTION 5. 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 6. 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 15<sup>TH</sup> day of August, 2023 by the following vote:

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

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of American Canyon, State of California, held on the 5<sup>TH</sup> day of September, 2023, by the following vote:

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



Leon Garcia, Mayor

APPROVED AS TO FORM:

ATTEST:

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

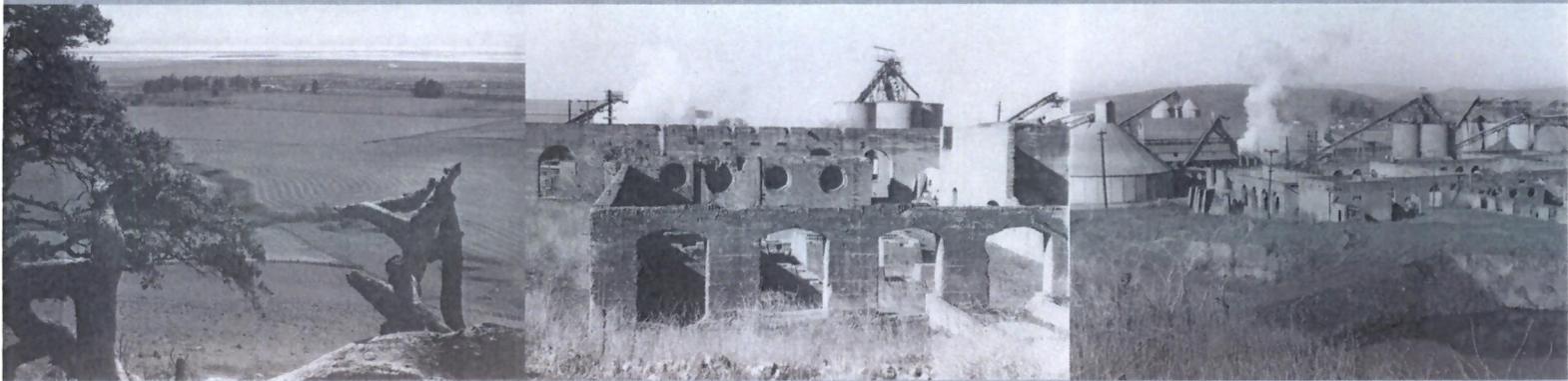
Exhibits

A. Revised Watson Ranch Specific Plan

EXHIBIT A

# WATSON RANCH SPECIFIC PLAN

**SPECIFIC PLAN AMENDMENT  
APRIL 2023**



# ACKNOWLEDGEMENTS

## City of American Canyon

### City Council

Leon Garcia, Mayor

Pierre Washington, Council Member

Mariam Aboudamous, Council Member

Mark Joseph, Council Member

David Oro, Council Member

Kenneth Leary, Council Member\*

### Planning Commission

Crystal Dispo Mallare, Chair

Eric Altman, Commissioner

Brando Cruz, Commissioner

Andrew Goff, Commissioner

David Mohammed, Commissioner

Tyrone Navarro, Commissioner\*

Tammy Wong, Commissioner\*

Bernie Zipay, Commissioner\*

### Parks and Community Services Commission

Clarence Mamaril, Chair

Cathy Margolati, Commissioner

David Garcia, Commissioner

Charlie Plummer, Commissioner

Gina Griggs, Commissioner

Selah Hmun, Honorary Commissioner

Kristin Einberger, Commissioner\*

Karina Servente, Commissioner\*

Janelle Sellick, Commissioner\*

### Open Space, Active Transportation, and Sustainability (OSATS) Commission (Formerly Open Space Advisory Committee)

Nance Matson, Chair

Barry Christian, Commissioner

Tara Clinton-Horner, Commissioner

Scott Artis, Commissioner

Kim Hester Williams, Committee Member\*

Todd Novak, Committee Member\*

*\*Active during original adoption (2018)*

# TABLE OF CONTENTS

Executive Summary.....	1
Chapter 1 Introduction.....	5
1.1 Purpose.....	5
1.2 Specific Plan Authority .....	6
1.3 Relevant Documents and Policies .....	6
1.4 Public Outreach .....	7
1.5 Planning Principles .....	8
Chapter 2 Existing Conditions .....	9
2.1 Project Location .....	9
2.2 Ownership.....	11
2.3 Project Setting.....	12
2.4 Site History.....	13
Chapter 3 Vision and Design Strategy .....	15
3.1 Vision .....	15
3.2 Community Framework.....	16
3.3 Napa Valley Ruins & Gardens Vision.....	18
3.4 Neighborhood Design Concept.....	27
3.5 Residential Design Vision .....	28
3.6 Parks, Open Space, Pedestrian & Bicycle Circulation Vision .....	29
Chapter 4 Land Use .....	31
4.1 Introduction .....	31
4.2 Land Use Goals and Objectives .....	31
4.3 General Plan Land Use Designation.....	32
4.4 Specific Plan Land Use Summary .....	34
4.5 Adjustment/Transfer/Conversion Regulations.....	38
4.6 Permitted and Conditionally Permitted Uses .....	39
4.7 Inclusionary Housing.....	40

Chapter 9 Implementation .....	109
9.1 Introduction .....	109
9.2 Land Use Regulations .....	110
9.3 Phasing .....	110
9.4 Public Facilities And Infrastructure Financing .....	118
9.5 Maintenance of Common Facilities .....	123
9.6 Implementation Policies .....	123
9.7 Subsequent Entitlements .....	124
9.8 Unit Transfers .....	126
Appendix A Design Guidelines .....	127
A.1 Purpose And Intent Of The Design Guidelines .....	127
A.2 Sustainability Design Guidelines .....	127
A.3 Landscape Strategy .....	130
A.4 Residential Design Guidelines .....	132
A.5 Napa Valley Ruins & Gardens Design Guidelines .....	141
A.6 Community Art and Monumentation .....	149
A.7 Walls and Fencing Design Guidelines .....	151
A.8 Crime Prevention Through Environmental Design (CPTED) Design Guidelines .....	152
Appendix B General Plan Consistency .....	153
B.0 General Plan Policy .....	153
B.1 Land Use Element .....	153
B.2 Housing Element .....	157
B.3 Economic Development .....	158
B.4 Circulation Element .....	158
B.5 Utilities Element .....	159
B.6 Public Services and Facilities .....	160
B.7 Parks and Recreation .....	160
B.8 Natural & Historic/Cultural Element .....	161
B.9 Geology Element .....	162
B.10 Flood Hazards Element .....	162
B.11 Noise Element .....	162

Figure 7.3.2b: Modified Collector (Rio Del Mar extension - NVVT crossing to Newell Dr.).....	79
Figure 7.3.2c: Modified Collector (Rio Del Mar extension - at grade crossing.).....	80
Figure 7.3.2d: Modified Collector (Rio Del Mar extension - RR underpass).....	81
Figure 7.3.2e Modified Collector (Rio Del Mar extension - from SR 29 to western property boundary) ..	82
Figure 7.3.3: Minor Collector.....	83
Figure 7.3.4: Local Streets (Residential).....	84
Figure 7.3.5: Modified Local Street (Residential) - A.....	85
Figure 7.3.6: Modified Local Street (Residential) - B .....	86
Figure 7.3.7: Cul-de-sac.....	87
Figure 7.3.8: Residential Alley .....	88
Figure 7.4: Intersection neckdown/bulbout .....	89
Figure 7.5: Pedestrian and Bike Circulation .....	91
Figure 7.6: Napa Valley Vine Trail Section.....	92
Figure 7.7: River to Ridge Trail Section .....	92
Figure 7.8: Multi-Use Trail Section.....	92
Figure 7.9: Multi-Use Trail Section along Detention Basins.....	92
Figure 7.10: Local and Regional Transit .....	94
Figure 7.11 Summary of Off-Site Road Improvements .....	95

Chapter 8 Infrastructure and Public Services

Figure 8.1: Water Service Zones .....	101
Figure 8.2: Water Infrastructure - On-Site Improvements .....	102
Figure 8.3: Sanitary Sewer Infrastructure Improvements .....	103
Figure 8.4: Recycled Water Infrastructure Improvements.....	104
Figure 8.5: Storm Water Drainage Infrastructure .....	105
Figure 8.6: Water Infrastructure - Off-Site Improvements .....	108

Chapter 9 Implementation

Figure 9.1: Phase 1 - Infrastructure Improvements .....	112
Figure 9.2: Phase 2 - Infrastructure Improvements .....	113
Figure 9.3: Phase 3 - Infrastructure Improvements .....	114
Figure 9.4: Phase 4 - Infrastructure Improvements .....	115
Figure 9.5: On-Site & Off-Site Backbone Roadway Phasing .....	116

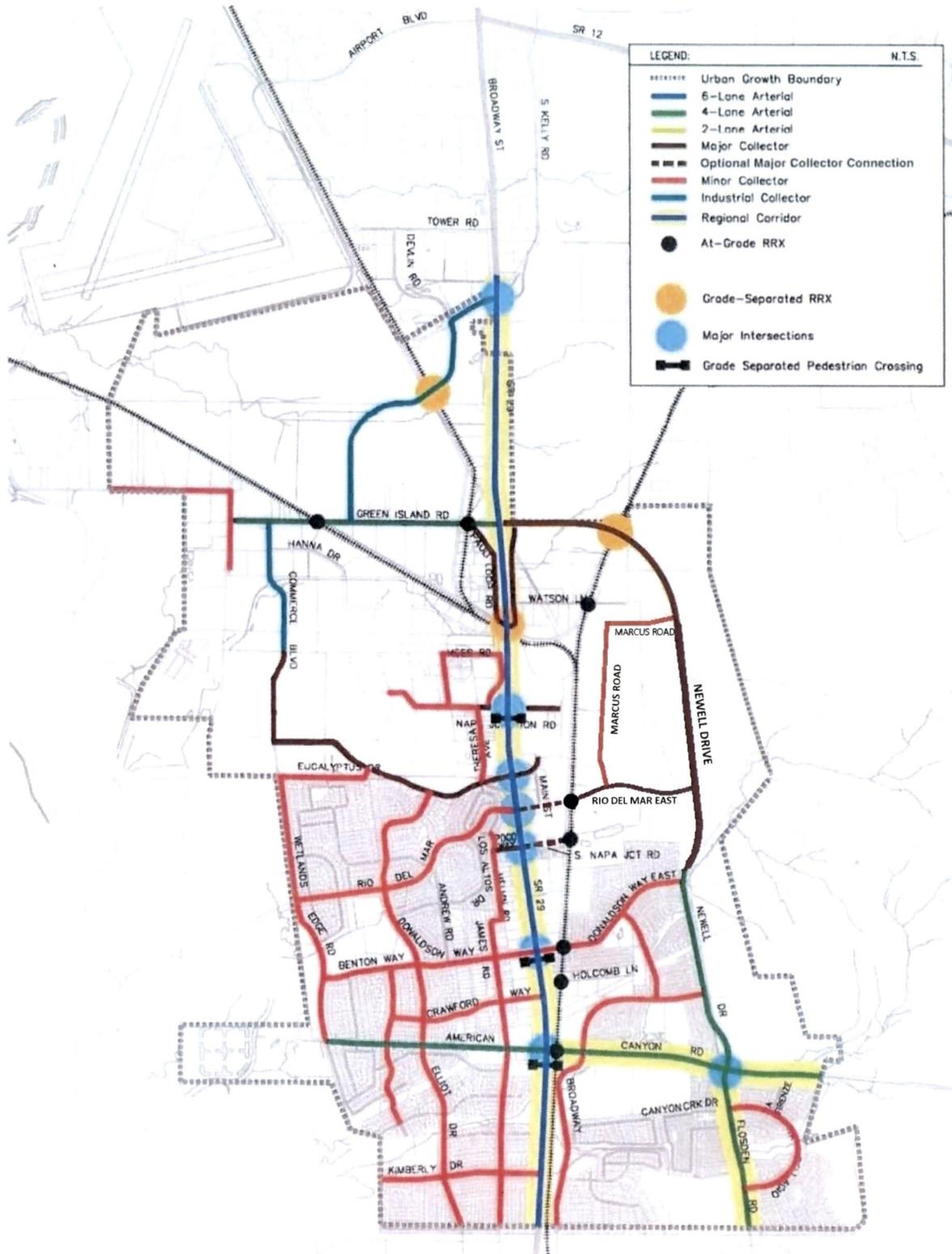
# EXECUTIVE SUMMARY

The Watson Ranch Specific Plan (WRSP) Area is located within the city limits of American Canyon, in Napa County, California. The WRSP is a comprehensive planning document that will guide development of the approximately 309-acre WRSP Area. The WRSP Area is an important part of the City's General Plan and is intended to contribute significantly to the identity of American Canyon with its unique draw of new residential neighborhoods and the Napa Valley Ruins & Gardens (NVRG). The adaptive re-use of the NVRG will support community and private gatherings in a setting that is unlike anything else in the region. The WRSP completes the fabric of American Canyon by linking the community through roadways and regional trails and by creating a "Town Center" with community gathering places. New residential neighborhoods will provide a wide range of housing options. The WRSP development program includes the following elements:

1. A mix of commercial, recreational, and community uses in and around the NVRG that will consist of:
  - a. An adaptive reuse of the NVRG area to include a variety of commercial uses, including a combination of indoor and outdoor spaces for an amphitheater, restaurants, pubs, distillery, wine tasting, breweries, food trucks, farmers' market, weddings, and corporate/public/private events. Uses not listed in the NVRG may be allowed through the City development review process (e.g., Conditional Use Permit).
  - b. A boutique hotel with approximately 200 rooms and 30 private residences as part of the hotel.
  - c. The Quarry Lake, with park, trail and open space uses.
  - d. Mixed-use and/or live-work housing of up to 10% of total units (included in residential project total).
2. Residential development consisting of varying housing types and densities to accommodate the current and future demographic trends. The summary of residential uses proposed in the plan are:
  - a. Approximately 102 acres (623 units) of medium density residential (MDR-12).
  - b. Approximately 65 acres (630 units) of medium density residential (MDR-16).
  - c. Approximately 6 acres (186 units) of high density residential (HDR) affordable housing.
3. Community amenities consisting of:
  - a. Approximately 63 acres of parks and open space.
  - b. A community trail system that includes connecting portions of the Napa Valley Vine Trail and the River to Ridge Trail.
  - c. A community plaza and site for an approximately 20,000 square foot community center that will serve as a gathering place for American Canyon visitors and residents.
4. Infrastructure improvements that include:
  - a. The extension of Newell Drive along the WRSP Area's eastern boundary.
  - b. The extension of Rio Del Mar from SR 29 to the Newell Drive Extension, to be named "Rio Del Mar East."
  - c. A new rail crossing at the Union Pacific rail line at Rio Del Mar East or South Napa Junction Road.
  - d. Internal circulation for the WRSP Area.
  - e. The water distribution system, sanitary sewer system, storm water drainage system and dry utilities to service the WRSP Area.

Finally, the WRSP sets forth a conceptual phasing plan and a financing program to address the timing of build out and the funding of the infrastructure associated with the WRSP.

FIGURE 3:  
CIRCULATION MAP



# CHAPTER 1 - INTRODUCTION

## 1.1 Purpose

The Watson Ranch Specific Plan (WRSP) is a detailed planning document which provides the land use and policy framework for the future development of approximately 309 acres within the City of American Canyon. The WRSP Area is located toward the northeastern side of American Canyon and to the east of Lincoln Highway, which is also designated as California State Highway 29. It is generally bound by open space to the north and the Vintage Ranch residential neighborhood to the south. It is further framed by Union Pacific railroad tracks and existing development to the west, and the City limit line, grassland, and open space to the east. Within the City of American Canyon General Plan, the WRSP Area is designated as Town Center (TC). The City's objective for the WRSP Area as stated by its General Plan is to:

**“Provide for the development of a Town Center that physically and functionally serves as the symbolic and identifiable focus of community activities and events for the City of American Canyon, and which is a regional destination within the Napa Valley (GP Objective 1.19)”**

An extensive public outreach process, demographic and market research, and the physical characteristics of the land have molded the WRSP to foster a premier mixed-use community with a strong sense of place. The development in accordance with the WRSP will provide an array of new residential homes and services for both residents and visitors. The WRSP is consistent with the community vision of American Canyon, as a community with a small-town character and feel, socially and ethnically diverse, and ideally located in Napa County in close proximity to the Bay Area. The proposed mix of housing, retail, commercial, entertainment, and parks will further strengthen the existing community ties while also providing a community gathering place. The purpose of the WRSP is to provide a comprehensive set of goals, objectives, policies, development standards, and design guidelines for the development of the WRSP Area. The implemented WRSP will result in a unique and appealing new community which provides a variety of new amenities and infrastructure improvements necessary to implement the development. The organization of this document reflects the progression of the planning process that helped shape the WRSP, moving from an explanation of the over-arching goals to specific chapters that deal with certain topics such as land use, and circulation which have policies that implement those goals.

The WRSP details the following elements:

- A range of new housing types and densities including High Density Residential (HDR) and Medium Density Residential (MDR-12 and MDR-16) neighborhoods.
- The Napa Valley Ruins & Gardens (NVRG) area consisting of civic, retail, entertainment, commercial, visitor serving, and residential uses focused in and around NVRG.
- Community amenities, including parks, trails and open space areas.
- Necessary public and private infrastructure improvements, including streets, pedestrian circulation, water distribution system, sanitary sewer system, storm water drainage system, and dry utilities for the WRSP Area.



The WRSP provides the community vision, land use plan, circulation plan, development regulations, design guidelines, and implementation measures to ensure development in a manner that is consistent with the goals, objectives, principles, and policies of the City of American Canyon General Plan.

### **1.3.2 AMERICAN CANYON MUNICIPAL CODE**

The City of American Canyon Municipal Code, Title 19 (Zoning Ordinance) provides standards for site-specific development and land use regulations that govern the size, shape, and type of use for development in the City of American Canyon. In any instance where the WRSP regulations and development standards may vary from the Zoning Ordinance, the WRSP will take precedence. Where the WRSP is silent on a topic, the City of American Canyon Zoning Ordinance requirements will remain in force.

The WRSP will be adopted by ordinance and become the controlling zoning for the WRSP property pursuant to City of American Canyon Municipal Code Title 19, Chapter 19.12. Town Center Zoning District.

### **1.3.3 NAPA COUNTY AIRPORT LAND USE COMPATIBILITY PLAN**

The Napa County Airport Land Use Commission (ALUC) has the responsibility of preparing an Airport Land Use Compatibility Plan ensuring that land uses in the area surrounding the airport are compatible with airport operations. A very small portion of the WRSP Area is partially subject to airport restrictions for Airport Zone D in the northwestern corner of the WRSP Area. Under the Napa Airport Land Use Compatibility Plan, this zone restricts residential development. The proposed plan is compatible with this requirement. A majority of the WRSP Area is within Zone E where there are no land use restrictions.

### **1.3.4 RELATIONSHIP TO OTHER PLANS**

The WRSP Area is located adjacent to the SR 29 Priority Development Area (PDA) designated by Association of Bay Area Governments and Metropolitan Transportation Commission. The goal of the PDA is to relieve congestion and adopt a complete streets concept for the section of Highway 29 through American Canyon, while promoting a healthy mix of uses surrounding the highway that support the various modes of transportation.

The Broadway District Specific Plan (BDSP) was adopted by City Council in 2019 and updated September 1, 2020. The WRSP and the BDSP represent parallel planning efforts that work together to meet regional housing requirements and provide the opportunity for improved transit and walkability

consistent with the City's General Plan. The Broadway District is a Priority Development Area (PDA) as designated by the Association of Bay Area Governments (ABAG) and Bay Area communities. PDAs are areas specifically designated for new housing and job growth with some incentives to encourage investment. PDAs are considered foundational for sustainable regional growth and Plan Bay Area. PDAs emphasize housing at higher densities near transit or transit corridors.

Both the WRSP and the BDSP are coordinated with one another, especially on the Rio Del Mar extension which connects Highway 29 to Newell Drive. The overall goal of both projects is to create a complete street concept with mixed use walkable neighborhoods that is consistent with the vision of the American Canyon General Plan within both project boundaries. The WRSP has planned connections to and segments of the Napa Valley Vine and River to Ridge Trails. The WRSP Area is a key part of these future trail extensions, and will provide an important part of the overall regional trail system. The Napa Valley Vine Trail is expected to link 47 miles of dedicated multi-use trails from Calistoga south to Vallejo Ferry Terminal crossing through the WRSP Area from the north and intersecting the River to Ridge Trail (running east/west) as it makes its way south. The Circulation Element was amended in October 2018, as specified by the 2018 WRSP, to incorporate an amended Circulation Map and amended Table 3 (Major Circulation Improvements).

## **1.4 Public Outreach**

### **1.4.1 STEERING COMMITTEE**

For development of the 2018 WRSP, the City appointed an eight person Steering Committee made up of two Council members, one Planning Commissioner, one member each from the Parks and Community Services Commission (PCSC) and the Open Space Advisory Committee (OSAC), a representative of the Napa Valley Unified School District and two residents at large. City Department Heads also attended the Steering Committee meetings. Over several meetings early in the WRSP preparation process, the Steering Committee identified the Planning Principles which defined the vision for the WRSP Area. These Principles have been restated in Section 1.5 below,

### **1.4.2 COMMUNITY INPUT**

The City values public involvement in the planning process. So, in addition to the involvement of the Steering Committee throughout the WRSP process, an extensive Community Outreach Program was implemented including community workshops and opportunities to participate and comment online.

# CHAPTER 2 - EXISTING CONDITIONS

## 2.1 Project Location

The City of American Canyon is situated along the southern tip of Napa County. Located on Highway 29, American Canyon is approximately eight miles south of the City of Napa and thirty-five miles northeast of San Francisco. The Watson Ranch Specific Plan (WRSP) Area occupies a

portion of the eastern edge of American Canyon within the City's urban limit line.

Figures 2.1 and 2.2 show the location of the WRSP Area in context with the surroundings, both regional and citywide.

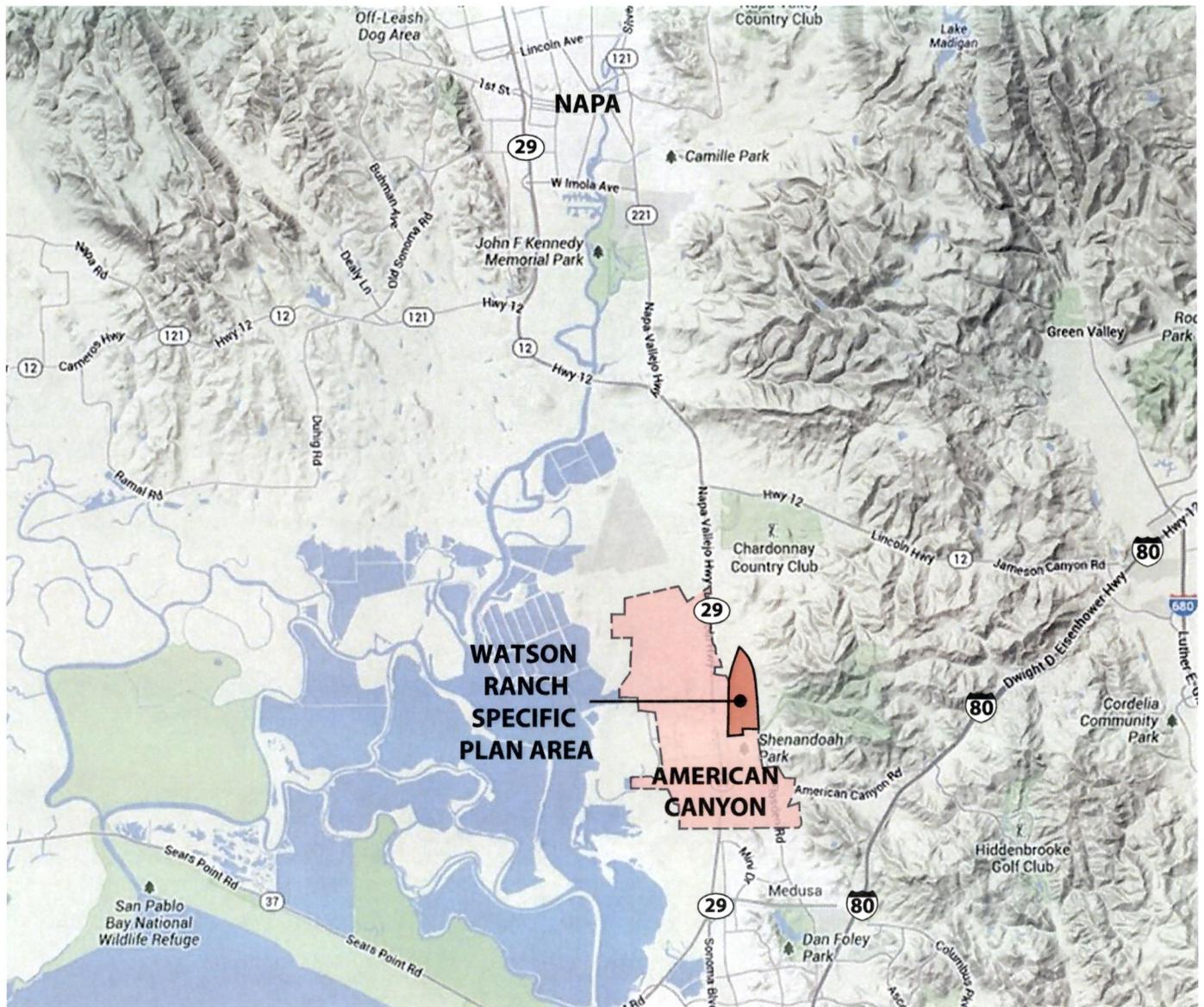


Figure 2.1: Regional Site Context

## 2.2 Ownership

The WRSP Area is approximately 309 acres of which approximately 252 acres is owned by American Canyon I, LLC (and its successor interests), while the remaining 57 acres is owned by the Newell Family interests. Figure 2.3

indicates the location of each individual ownership within the WRSP Area. American Canyon I, LLC, and the Newell Family interests are co-applicants for the WRSP.

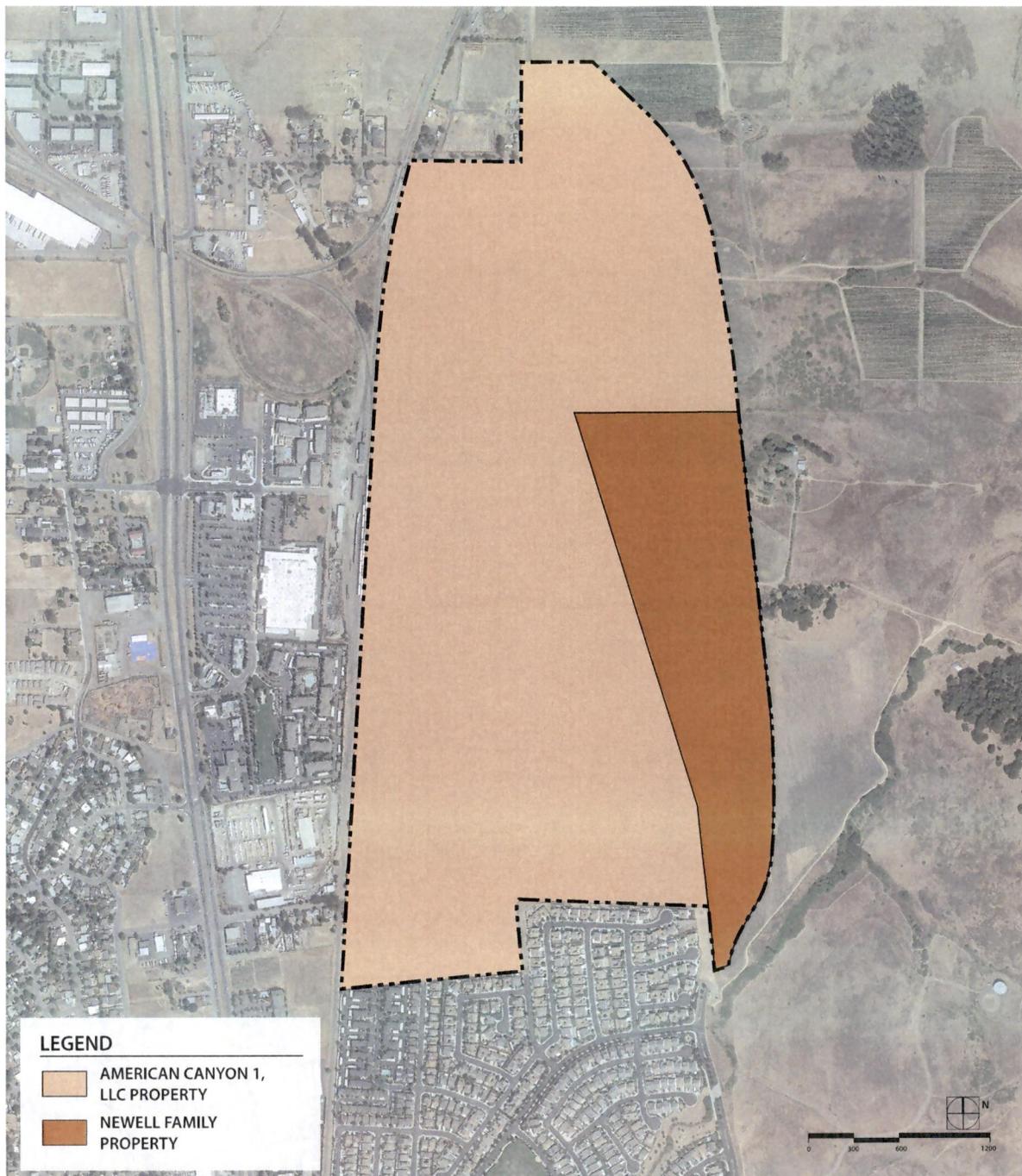


Figure 2.3: Property Ownership

and east. In general, elevations drop from the east to the west. The vegetation on-site is predominantly short seasonal grasses with some limited hay production. Trees on site are limited with a cluster of eucalyptus trees on the north end of the WRSP Area.

Located in proximity to the Napa Valley Ruins & Gardens (NVRG) is an approximately two (2) acre lake referred to as the “quarry lake” or “pond”. There are two minor wetlands that generally run east to west across the site between the PG&E Gas Line and the Union Pacific Rail line. Numerous field studies were conducted for the WRSP Area. Biological features including wetlands and special status species were evaluated and preliminary results are reflected on Figure 2.4. Additional analysis and information may be found in the WRSP Environmental Impact Report (EIR).

Existing structures on site include the substantial concrete structures in the south end known as the NVRG. These are the remnants of a Portland cement plant, a turn of the century industrial use which manufactured cement. The Napa County Airport is located approximately two (2) miles northwest of the WRSP Area. As a result, the WRSP Area is subject to Napa County Airport Land Use Plan Compatibility Zones. These zones are designed to address airport noise and safety concerns by restricting certain land uses that are incompatible with airport operations. A small portion of the northwestern corner of the WRSP Area is affected by Zone D, which substantially restricts residential development. No residential uses are proposed for this area of the WRSP. A large portion of the WRSP Area is within Zone E (see Figure 2.4). Zone E has no land use restrictions but requires review by the Airport Land Use Commission for any General Plan Amendment or Specific Plan Amendment or approval. Therefore, the WRSP was referred to the Airport Land Use Commission (ALUC) in 2016, and the ALUC made a determination of consistency for the WRSP with the Airport Land Use Plan. The amended WRSP was referred to the ALUC in 2022, and the ALUC made a determination of consistency for the amended WRSP with the Airport Land Use Plan.

## 2.4 Site History

The Standard Portland Cement Company opened in 1898 to manufacture cement by excavating clay & limestone, which created seven limestone quarries in the southern portion of the site within the WRSP Area. This company, with up to 400 employees working in 12-hour shifts, produced 2,000 barrels of cement a day. This cement was vital in helping rebuild San Francisco after the 1906 earthquake and fire.

In the 1930s the cement company closed. In the 1950s, the Basalt Rock Company took over and produced lightweight aggregate used in concrete for high-rise buildings. This continued until 1978 when the Basalt Rock Company closed.

The 1898-1930 industrial uses created most of the structures known as the “ruins” that remain on the site today within the NVRG. Because of this long time frame, the walls and facilities have an amazing texture and context from weathering leaving the aggregate rough and exposed, giving it the feel of something from ancient Rome or Greece.

In 1985, Jaeger Vineyards purchased the property. After failed attempts at grape cultivation, it was determined that the soils on the site will not support vineyards and the property should be put to other uses.

American Canyon incorporated as a city in 1992. Thirty acres of the subject site, in the vicinity of the ruins, were included within the newly formed City limits. The remaining acreage stayed in the unincorporated County of Napa. Interest in the property began to grow as the future site of a new Town Center and, in 1994, the City’s General Plan designated the property as the “Town Center”. In 1999, as a result of ongoing public support for the project, American Canyon voters approved “Measure C” with more than 83% of the vote. This citizen initiative pre-zoned 70 acres of the property to “Town Center”. That same year, Napa County LAFCO added the 70-acre portion to the City’s Sphere of Influence, making it eligible for annexation.

In 2008, an Urban Limit Line (“ULL”) was approved by the City of American Canyon. The ULL governs growth boundaries for the City through the year 2030. In 2010, LAFCO approved the annexation of the WRSP Area. A lot line adjustment establishing the approved City limits was recorded in 2011.

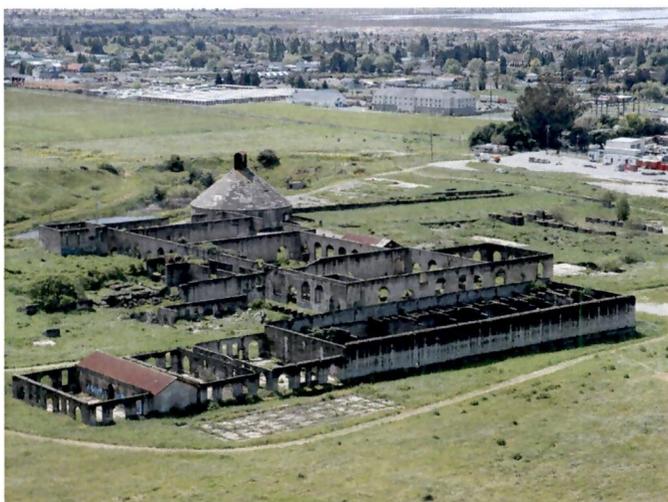
In 2012, a concept for adaptive reuse of the ruins within the NVRG as a local and regional destination was prepared. The City of American Canyon reviewed the concept as well as the feasibility study prepared by the consulting firm Economic and Planning Systems, Inc. (EPS). In 2013 the City of American Canyon updated its Circulation Element, which assumed the land uses set forth in the WRSP. In 2018 the Circulation Element was amended to incorporate amendments set forth in the 2018 WRSP. The Circulation Element (along with the Land Use Element) will again be amended to reflect land use and circulation changes set forth therein as described in subsequent chapters. Both the Circulation Plan in Chapter 7 and the Land Use Concept in Chapter 4 respond to the policies and standards included in the Circulation Element.

# CHAPTER 3 - VISION AND DESIGN STRATEGY

## 3.1 Vision

The Watson Ranch Specific Plan (WRSP) promotes the development of a vibrant, progressive, and fully integrated community; one that will be recognized as a memorable place to live, work, and play for present and future generations. The overall plan will include a series of neighborhoods that integrate housing, recreation, retail, and commercial opportunities. The WRSP Area will be a vibrant, memorable place where civic, destination shopping, dining, hospitality, employment, residential, and recreational uses converge. This opportunity provides a community gathering space within the City of American Canyon serving visitors and residents while preserving American Canyon's small town feel and character. The execution of this character is governed by the Development Regulations in Chapter 6 and influenced by the Design Guidelines in Appendix A of the WRSP.

Key components to the success of this urban fabric include community threads such as pedestrian and bicycle friendly streets, open space connections, and vistas to important community monuments, such as the Napa Valley Ruins & Gardens (NVRG). These urban design features link neighborhoods into a cohesive community yet allow them to have individual character. These linkages and their focal points establish the framework and character of the new community. In addition to this community structure, strong and simple distinctive architecture and landscape themes will help to establish a unique identity.



*Standard Portland Cement Company ruins, present day*



*Community event opportunities*

not developed in tracts separated by walls. The modified grid also allows the neighborhood pattern to work with the existing topography.

The majority of the residential neighborhoods lie to the north of Rio Del Mar East and are accessed from Rio Del Mar East and Newell Drive via a minor collector road (Marcus Road). This road includes on-street striped bike lanes and six-foot wide sidewalks that encourage walking and cycling within the community to trails, parks, and the NVRG.

To further strengthen community connectivity, two regional trails, the River to Ridge Trail and the Napa Valley Vine Trail are linked to a series of internal trails that loop through the WRSP Area. Parks are strategically located along the primary trail linkages with one major park creating a larger combined central open space feature. A detailed description of the parks and trails is provided in Chapter 5.

The Napa Valley Vine Trail is a major north/south pedestrian and bicycle amenity forming the backbone of the community. In order to facilitate an optimum trail experience, road crossings are minimized to only two road crossings. Pedestrian and bicycle connectivity to the adjacent neighborhoods is seamlessly integrated, while east/west vehicular connectivity is minimized. To promote pedestrian and vehicular access to the Napa Valley Vine Trail, a variety of design techniques are used, such as single loaded streets, integration of the park and trail systems, and an extensive network of secondary trails and sidewalks that connect the neighborhoods with the regional trail. Section A.3.1 in Appendix A addresses how roads and homes interact with this trail corridor.

A palette of coordinated streetscape furnishings will enhance the WRSP's urban areas. Furnishings such as bike racks, drinking fountains, newspaper racks, trash receptacles, and benches are envisioned to be provided at appropriate locations.

The NVRG will function as a mixed-use Town Center and will be the focal point of the WRSP community where uses such as festivals, wine tasting, brew pubs, distillery, dining opportunities, hospitality, and retail all converge within the central organizing element of the NVRG structures. It is anticipated that this area will develop organically over time so the standards and guidelines in this document, while being directive, are intended to allow flexibility to encourage creative uses and design solutions in the adaptive reuse of the existing NVRG structures.



*Coordinated streetscape furnishings*



*Appropriately located street furnishings; trail connections*

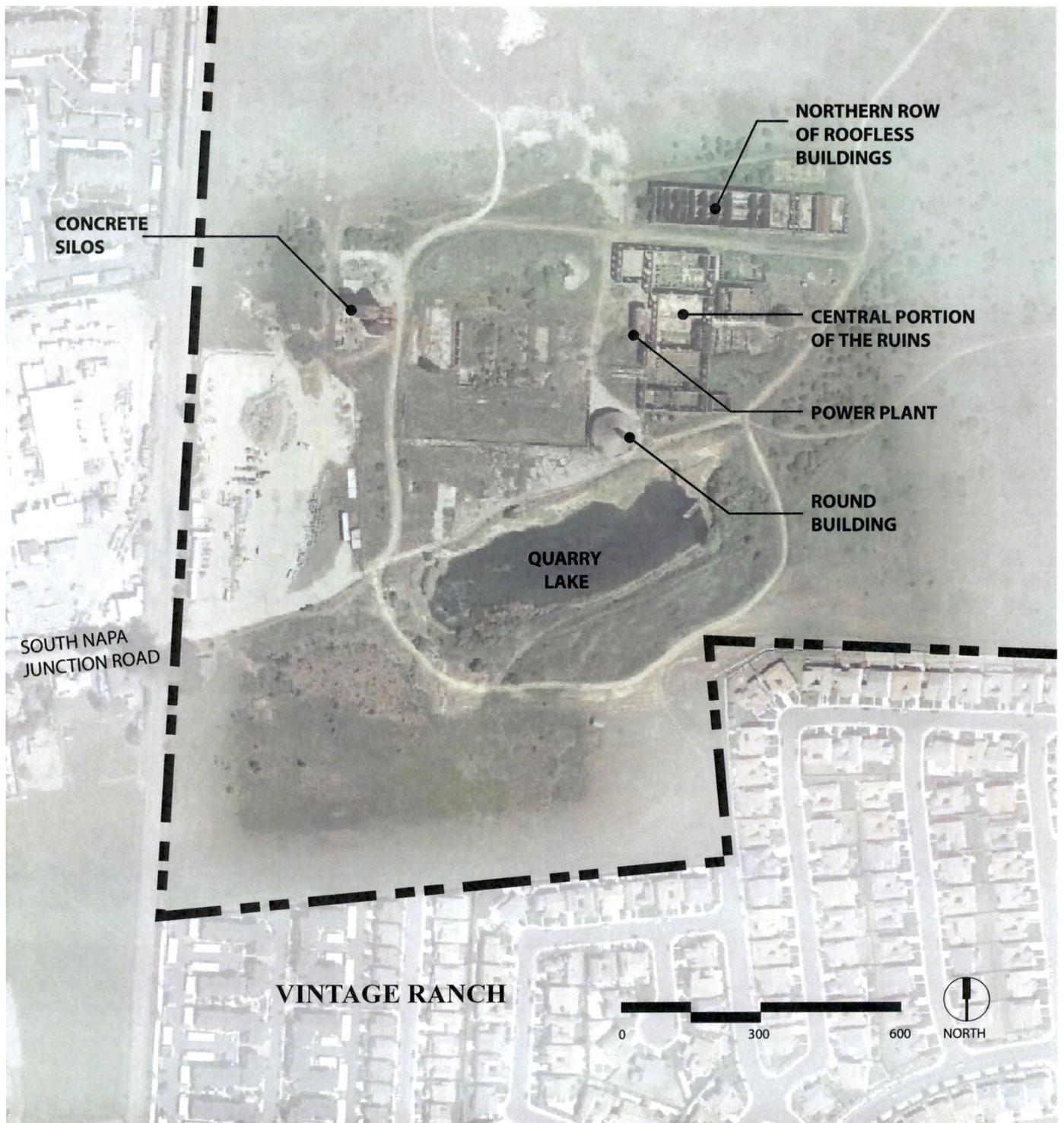


Figure 3.1: Existing Structures

The following are some examples of potential types of uses and amenities envisioned for the NVRG.

- **Chapel / Wedding Area.** Amenities such as a small structure and gardens may be used for weddings and other similar private gatherings.
- **Main Ruins Structure.** The main structure is envisioned to contain spaces, gardens and plazas for various events such as receptions, business venues and other private gatherings. While it is not envisioned that the main ruins structures would have roofs added to them, they may incorporate permanent or temporary tensile structures or other free-standing means to provide shelter from the sun or rain.

- **Restaurants.** The NVRG is an ideal location for one or more restaurants, providing a synergy with adjacent/ nearby social uses.
- **Café.** The NVRG is well suited for a café or similar use that encourages people to spend time socializing and enjoying the NVRG.



*Ruins structures today*



*Potential use for weddings and events*



*Ruins walls form enclosed spaces or "cloisters" in the main ruins area*

- **Mobile Food Truck Venue.** Mobile food trucks provide high quality, freshly prepared food and beverages and are untethered to a static location. In most cases they simply arrive at a destination such as a festival or park wherever they can because they are self-contained and are open for business. In response to this dining industry movement, an area for food trucks could be provided. This area may be supplied with power for the trucks, eliminating their need to use generators. While the location and amenity may end up being fixed to a particular area, the individual trucks will vary, thus allowing for variety and change in the offering and a dynamic food experience. Additionally, this area may serve as overflow or flex space when trucks are not present.
- **Children’s Play Area.** Play structures will contain play experiences that encourage discovery of the history of American Canyon, the WRSP Area and the Basalt Plant/Portland Cement Factory ruins.
- **Parking.** The manner in which parking is provided for the various uses in the NVRG is critical to creating a project that is both economically successful and a truly pedestrian oriented place. Parking will be provided on Rio Del Mar East as parallel or angled parking and in parking lots that support the various uses. Parking areas will be distributed throughout the NVRG to allow for proximity and ease of access and to reduce their scale. Parking for larger events may be provided in vineyard or orchard lots that when not in use, simply support the landscape character of the area.
- **Hospitality / Hotel / Hotel Parking.** This use is proposed to be located on the north facing slope of the hill in the eastern side of the NVRG. This location provides commanding views and allows for the opportunity to provide adequate parking, and a bold landscape statement. The site terrain will be sensitively graded to provide a road to the hilltop site. The Hotel will be a “boutique hotel” of approximately 200 rooms, additional casitas, and supporting amenities. There will also be private residences located near the hotel on the south side. The use is intended to be complementary to and work in conjunction with the wedding and event center use in the NVRG.
- **Overflow/Event Parking.** Large community events and private events will take place at the NVRG. As these will be scheduled events and not daily activities, the parking needed to accommodate the influx of people can be provided in the orchard. When planted, the orchard could be laid out to allow appropriate spacing and surfacing (crushed rock or other appropriate multiuse surface). This would create an area that is functionally



Potential area for outdoor performances



Mobile culinary trucks



Example gathering space

- **Charcuterie.** At the southwest corner of the group of ruins structures is a small concrete structure. This structure and location may be appropriate for artisan food uses such as a charcuterie.
- **Festival Space.** The space between the Quarry Lake Park and Community Gardens could provide a gathering space, where local festivals and community events could occur.
- **Quarry Lake Park.** The former quarry lake and its surroundings can provide a unique park and recreational experience. This park facility is proposed to be privately maintained and operated, yet accessible as a public amenity. Access to the water for recreational purposes will be restricted. On the west, south, and east sides of the lake will be a trail and viewing places. Picnic opportunities will be provided, predominantly at the east end where a natural bowl occurs. Specific programming of recreational facilities in public parks will be coordinated with the City Parks and Recreation Department. The trail will connect to the NVRG and the residential neighborhoods to the south and north.
- **Artisan Building.** The “Maker” movement is gaining momentum across the Bay Area and the country. Appreciation for hand crafted items of all types is on the rise. Providing a place for artisans (“makers”) to work their craft or art is consistent with the concept of the adaptive reuse of the ruins. It may also house a market similar to the Oxbow Market in Napa that establishes a place for local crafts people and artists to sell their wares, or to enjoy local food from those who produce it.
- **Live/Work Building.** There could be an opportunity for a future live/work building located in the NVRG.
- **Mixed Use Building.** There could be an opportunity for a future mixed-use building to house residential above restaurants, retail, or a variety of other uses that complement and add vibrancy to the NVRG.
- **Potential Bus Stop / Shelter.** Vine Transit has two bus routes through the City of American Canyon. For more on transit and public services refer to Chapters 7 and 8 of the WRSP. Should a bus route be established along Rio Del Mar East, a stop at the NVRG should be considered along the Rio Del Mar East frontage. Specific siting of a stop and shelter will be coordinated with the transportation agency at tentative map stage (see Implementation Chapter 9).



Existing graffiti art at NVRG



Existing Quarry Lake



Existing graffiti art at NVRG

removable bollards allow vehicular access to different areas as needed. For example, vehicular access for drop-off could be provided at the wedding chapel. When not being used for vehicular access, the space simply feels like part of the gardens, not an asphalt street or parking area.

### 3.3.3 COMMUNITY ART & SIGNAGE

Given the unique identity established by the NVRG, community art can have a complementary role in energizing and defining the plaza and surrounding spaces. Community art may take the form of tile mosaics on the buildings, interactive fountains, sculpture, custom street furnishings such as benches, trash receptacles, and manhole covers, or seasonal items such as a playful and unique banner program. It may also include preservation of particularly creative graffiti art on the ruins themselves, or wall space dedicated to shows of street art.

Signage guidelines included in Appendix A, Design Guidelines, Section A.5.5 of the WRSP are intended to guide merchants towards unique and individual signage as this is critical in supporting this unique character.

### 3.3.4 LANDSCAPE CHARACTER

Supporting the unique architectural environment of the NVRG will be a strong landscape design concept. Plantings will be composed of drought-tolerant species. Landscaping of this area will draw heavily from classic images and include lavender, roses, grasses and flowering vines. Trees such as olives, in groves or strong linear patterns may be used to further reinforce the wine country character. Rows of vineyards create a strong geometric statement and support the wine country aesthetic. Consistent with the direction of the City's Steering Committee, the landscape and public spaces should celebrate the history of the place through thoughtful design and interpretive signage.

The planting palette and design will be robust to match the strength of the existing ruins structures. Blending structure and gardens, the massive walls of the ruins could support vertical gardens that create soft yet geometric planes of plantings. The opportunity for vertical landscaping (or "green walls") builds on the unique identity of the place. See Appendix A, Design Guidelines, Section A.5.3 for specific guidelines.

## 3.4 Neighborhood Design Concept

Residential neighborhoods within the WRSP Area will provide variety in terms of individual character. NVRG. Moving north away from the NVRG, lots may increase in size resulting in a transition to lower density moving away from the NVRG.

Neighborhoods are not walled off from each other and pedestrian connectivity between neighborhoods, amenities, and regional trails is provided. A hierarchy of streets is defined in Chapter 7 (Circulation), which shows where they occur in the community and if they provide through connections or simply serve a neighborhood of homes. The street system is based on the concept of "complete streets". Streets are strategically located to provide the greatest access to parks and regional trails. Open-ended cul-de-sacs will be utilized extensively to minimize the conflict for vehicles and pedestrians along major trail routes and to provide both neighborhood traffic calming and visible pedestrian access to amenities.



*Vertical landscaping*

of Craftsman and American styles. These styles will be reinforced with a carefully selected landscape palette that creates a memorable community with a strong sense of place compatible with the small-town character of the City of American Canyon. Refer to Appendix A, Design Guidelines.

### 3.6 Parks, Recreation, Open Space, and Trails Vision

The parks and open spaces for the WRSP Area form an integrated system with a wide variety of options for people to enjoy. In an urban neighborhood, this system is intended to provide more variety than a typical suburban park that is typically dominated by organized play fields. Park components within the WRSP Area include an active park in the central WRSP area abutting the Napa Valley Vine Trail, small private pocket/mini parks, and a park on the Newell Property – called Newell Park – bordered by Newell Drive to the east and Rio Del Mar East to the north. In the southern portion of the WRSP Area is a park surrounding Quarry Lake with passive recreational opportunities. Additionally, there are natural drainage areas and basins that are part of the overall WRSP Area drainage system that will include trails that are integrated into the trail network.

An important objective of the WRSP, consistent with the General Plan goal of creating a Town Center, is to provide a place that is available for events sponsored or scheduled by the City. The location for this community gathering space is to the east of the NVRG ruins at the intersection of Rio Del Mar East and Newell Drive. A future community center building will look out onto a community plaza. The

community center and plaza are integrated with Newell Park (see Chapter 5 for further discussion).

Many of these recreational amenities can be linked together by a series of looping pedestrian trails and bikeways, providing access to the immediate neighborhoods as well as connections to the regional amenities of the Napa Valley Vine Trail and the River to Ridge Trail.

The vision for recreational amenities with the WRSP Area also includes the development of small, privately owned and maintained pocket or mini parks within the neighborhoods. These parks may be as small as a single lot and be passive in nature but provide important places of urban relief within their context.

Community gardens in the NVRG will build and support a sense of community around local food sources and stimulate events in support of health and sustainability. The community gardens may also be available for partnership with food and



Community gathering area



Large active play areas



Pedestrian and bike paths

# CHAPTER 4 - LAND USE

## 4.1 Introduction

The proposed Land Use Plan for the Watson Ranch Specific Plan (WRSP) implements the City of American Canyon's General Plan land use designation of "Town Center" (see Figure 4.1), which calls for a variety of residential densities and mix of land uses. The organization of land uses responds both to the physical features of the site and the policy framework of the General Plan.

The formation of the Land Use Plan (Figure 4.2) was a response to four key factors: (1) the policies set forth in the American Canyon General Plan, (2) the incorporation of the existing Napa Valley Ruins & Gardens (NVRG) structures and quarry lake, (3) the provision of higher residential densities around the NVRG, transitioning to lower densities, and (4) the site constraints such as the PG&E gas easement and wetlands.

Any lawfully existing land use occurring at the adoption date of the WRSP may be continued, notwithstanding any omission of a particular use in the Permitted Uses Section.

## 4.2 Land Use Goals and Objectives

The following goals, objectives, and policies have been prepared to establish the implementation framework for land use oriented Planning Principles found in Chapter 1.

### **Goal 4A – Provide an integrated and diverse mix of land uses.**

Objective 4.1 – Provide integrated neighborhoods that contain both single-family and multifamily residential.

Policy 4.1.1 – Residential neighborhoods shall provide a broad range of housing types, including detached single family, attached single family, townhouses, condominiums, and apartments.

Policy 4.1.2 – The highest residential density shall be located around the NVRG with a transition to lower density in neighborhoods further away.

Policy 4.1.3 - Within the MDR-16 and/or the HDR residential categories, a diversity in the mix of residential housing types shall be achieved by including both townhome and condominium housing unit types to be constructed as determined by the market. Evaluation of the product mix will occur on a phase by phase basis to ensure adequately integrated neighborhoods with a variety of housing types.

Objective 4.2 – Create a pattern of land use development that respects the environmental setting of the WRSP Area.

Policy 4.2.1 – The environmental resources of the City shall be protected including significant wildlife habitats and vegetation, hillsides and canyons, creeks, rivers, and wetlands.

Policy 4.2.2 – For the portion of the WRSP located within Airport Overflight Zone E, aviation easements shall be required. Prior to development or with the recording of Final Maps in any given phase, whichever occurs first, aviation easements shall be recorded on all existing and proposed parcels located within the given phase.

Objective 4.3 – Provide for recreational, institutional, commercial and service uses that support resident needs within or in close proximity to residential neighborhoods.

Policy 4.3.1– Neighborhood serving retail and commercial use shall be located in the NVRG.

Policy 4.3.2 – Parks, trails and open space amenities shall be interconnected as an open space system and integrated into the fabric of the residential neighborhoods.

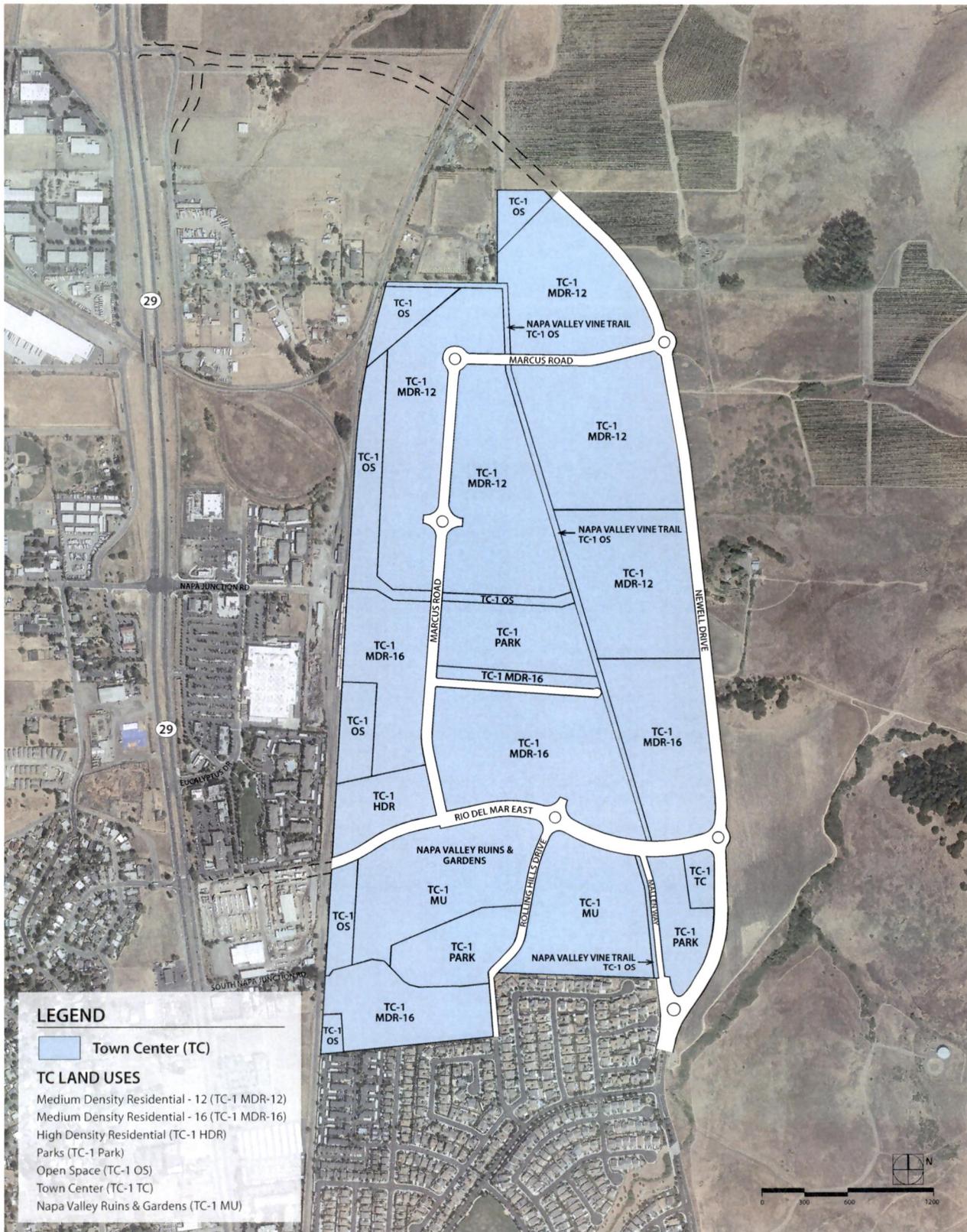


Figure 4.1: Town Center (TC-1) General Plan Land Use Map

<b>American Canyon I, LLC Property</b>		
<b>Land Use</b>	<b>Area (+/- Acres)</b>	<b>Anticipate Development Intensity</b>
Medium Density Residential (MDR-12)	86.5	503 units
Medium Density Residential (MDR-16)	53.3	507 units
High Density Residential	6.0	186 units (Affordable)
		200 room hotel
Mixed Use	38.6	176,000 SF Retail/Commercial
		58,000 SF Ancillary Commercial
Parks	18.0	
Open Space and Trails	14.9	
Detention	9.4	
Wetlands	3.1	
Roads	22.0	
<b>Total</b>	<b>251.8</b>	1,196 units
		200 room hotel
		176,000 SF Retail/Commercial
		58,000 SF Ancillary Commercial
<b>Newell Family Property</b>		
<b>Land Use</b>	<b>Area (+/- Acres)</b>	<b>Anticipate Development Intensity</b>
Medium Density Residential (MDR-12)	16.0	120 units
Medium Density Residential (MDR-16)	12.1	123 units
Parks	7.4	(Includes 2.0 acre Community Center)
Open Space and Trails	7.5	
Detention	3.3	
Roads	10.6	
<b>Total</b>	<b>56.9</b>	<b>243 units</b>

Table 4.1b: Land Use Summary Table by Ownership

## 4.4.1 SPECIFIC PLAN LAND USE DESIGNATIONS

The WRSP establishes a land use and regulatory framework within the parameters of the General Plan that allows a maximum of 1,253 residential units (plus additional units allowed by density bonus and related laws), 200,000 square feet of commercial/retail uses, and a 200-room hotel in the WRSP Area. Figure 4.2 identifies the location of the land uses within the WRSP Area.

Below, each Land Use Category and the intended uses are described in more detail. These land use designations are consistent with the overall General Plan Land Use designation of “Town Center” and serve to refine the land use configuration for the WRSP Area. As described in Section 4.3.2 above, a General Plan Amendment to further define the specific land uses set forth by this specific plan under the Town Center Land Use Designation and supporting policies, amends the General Plan Land Use Map to incorporate the land uses with the prefix TC-1 thereby denoting the WRSP land uses (see Figure 4.1). This amendment recognizes and ensures the consistency between the City of American Canyon’s General Plan and the WRSP, as required by controlling law.

These land use designations also serve as the “zoning” for the WRSP in reference to the allowable uses described further in Section 4.6, the Development Regulations set forth in Chapter 6, and the Design Guidelines in Appendix A. Where the WRSP and the City zoning regulations may conflict, the WRSP standards will apply. Where the WRSP is silent, the City Zoning regulations will apply.

### RESIDENTIAL LAND USE DESIGNATIONS

The City’s General Plan requires that the Specific Plan(s) for the Town Center land use designation establish the densities and intensities of land uses. For the residential land uses, the WRSP sets forth three residential categories with varying density ranges - Medium Density Residential (MDR-12 and MDR-16) and High Density Residential. The density ranges for the two Medium Density categories overlap slightly with the intention of encouraging a higher diversity of housing product types within single neighborhoods, allowing greater flexibility to respond to market forces and creating an opportunity to achieve what is referred to as the “Missing Middle” of housing types. The “Missing Middle” is a range of multi-unit or clustered housing types compatible in scale with single-family homes that help to achieve workforce housing and promote vibrant walkable residential neighborhoods. At the same time, the densities transition from higher to lower away from the NVRG consistent with the General Plan Policies.

**Medium Density Residential (MDR-12):** This Medium Density Residential is intended for single-family homes

with a permitted density between 2 to 12 dwelling units per gross developable acre.

**Medium Density Residential (MDR-16):** This Medium Density Residential is intended for areas of medium density detached and attached housing such as small lot single family homes, duets, duplexes, three-plex, four-plex, townhome and condominium units. The allowable density range is 8 to 16 dwelling units per gross developable acre.

**High Density Residential (HDR):** High Density Residential is intended for areas of high-density attached housing such as, townhomes, apartments, and condominiums. Per the General Plan, this residential category density shall be provided at a minimum of 20 dwelling units per gross developable acre.

### NON-RESIDENTIAL LAND USE DESIGNATIONS

**Napa Valley Ruins & Gardens (MU):** The MU designation includes the former site of the Standard Portland Cement Factory. It comprises approximately 39 acres. The MU designation is a mixed-use designation made up of several different uses including but not limited to commercial uses (such as retail, restaurants, personal services, dining, wineries, breweries, pubs, distillery, mobile food trucks, and farmers markets), mixed-use residential (including live/work), and office uses. It also includes visitor serving uses such as hotel, events center, entertainment, and recreation. Finally, it permits civic uses such as a community plaza, community center and parks. Development within this area may be comprised of single use buildings or buildings containing multiple uses including mixed use and/or live-work housing of up to 10% of total units (included in the residential project total).

**Parks (Park) and Open Space (OS):** The Park designation allows for a variety of recreational uses such as the lake, multipurpose trails, tot lots, playground equipment, passive and active recreational amenities such as ball fields, courts, skating ramps, and picnic facilities.

The Open Space (OS) designation includes privately or publicly owned property to be retained for open space purposes such as resource management, storm water management and environmental mitigation. Open space uses may also include passive recreation (such as hiking, walking and biking trails, and nature observation). Passive recreational uses associated with open space areas while encouraged are not eligible for parkland credit.

The Parks and Open Space land uses may also contain civic or community uses such as community gardens, vineyards, orchards, and other edible landscape elements.

**Town Center (TC):** The Town Center designation allows for community uses such as a community plaza, and community center.

Use Classification	MU (NVRG)	MDR-12	MDR-16	HDR	PARK & OS	TC
<b>RESIDENTIAL</b>						
Single-family residential with a minimum density in this district is between 2 and a maximum of 12 dwelling units per gross acre and a minimum lot size of 3,200 sf. For other allowable and conditional uses refer to RS-6500 zone district in the City of American Canyon Municipal Code.	-	P	P	P	-	-
Medium Density Residential is intended for areas of medium density detached and attached housing such as small lot single-family homes, duets, duplexes, three-plex, four-plex, townhome and condominium units. The allowable density range is 8 to 16 dwelling units per gross developable acre.	P	-	P	P	-	-
High-density attached housing such as townhomes, apartments and condominiums. The allowable density range is a minimum of 20 dwelling units per gross acre. For other allowable and conditional uses refer to RH zone district in the City of American Canyon Municipal Code.	P	-	-	P	-	-
Mixed Use and Live/work residential units	P	-	C	C	-	-
Secondary living units. Secondary living units do not count as a separate unit from the primary residence.	C	C	C	C	-	-
<b>RECREATIONAL</b>						
Active and passive public recreational uses but not limited to multipurpose trails, tot lots, playground equipment, passive and active recreational amenities including, but not limited to, ball fields, courts, skating ramps, picnic facilities, and recreational use structures. Civic or community uses including but not limited to community gardens, vineyards, orchards and other edible landscape.	P	C	C	C	P	C
Active and passive recreational uses such as play areas, community gardens, swimming pools, etc. that are provided as part of an HOA and are privately maintained.	P	P	P	P	-	-
Environmental mitigation lands, drainage and detention/retention basins, drainage system appurtenances such as culverts, wetlands, and natural drainage ways. Also permitted are pedestrian and bicycle trails, viewing areas, interpretive signage, and site furnishings such as benches, and trash receptacles.	P	P	P	P	P	P
Recreation uses such as community plazas and small pocket parks.	P	P	P	P	P	P
Community gardens.	P	C	C	C	C	C
<b>PUBLIC</b>						
Civic Uses	P	-	-	-	-	C
Educational and institutional uses.	P	-	-	-	-	P

Table 4.2 (continued): Permitted and Conditionally Permitted Uses

of the original gross acreage approved under the WRSP, whichever is less. A revised Land Use Plan as well as a revised Land Use Summary Table must be submitted to the City of American Canyon for each proposed amendment or set of amendments to the land use area boundaries (see Implementation Chapter, Section 9.6.3)

#### 4.5.2 TRANSFER OF DWELLING UNITS

The transfer of dwelling units between land use areas is permitted provided that there is no net increase to the total dwelling units permitted in the WRSP. A revised Land Use Plan as well as a revised Land Use Summary Table must be submitted to City of American Canyon for each proposed transfer of dwelling units, and the phasing plan and schedule adjusted accordingly (See Implementation Chapter, Section 9.8).

## 4.6 Permitted and Conditionally Permitted Uses

Table 4.2 summarizes permitted and conditionally permitted uses within the WRSP Area. While the descriptions are fairly comprehensive, they are not intended to prohibit an omitted but related use. Any uses not specifically identified here shall be considered through subsequent approval processes as defined in the Implementation Chapter.

# CHAPTER 5 - PARKS AND OPEN SPACE

## 5.1 Introduction

The proposed parks, trails, and open space plan for the Watson Ranch Specific Plan (WRSP) includes a variety of parks, trails, and open spaces for a wide number of active and passive recreational use. The integrated network of parks, trails, and open space, both local and regional, is one of the fundamental design principles for WRSP providing the residents and the larger community recreational throughout the plan area. Approximately 63 acres of recreation facilities, park land, trails, and open space areas are provided within the WRSP Area. The parks, trails, and open space system consists of a series of inter-connected parks and trail types ranging from pocket parks to community parks with linkages to larger regional facilities such as the Napa Valley Vine Trail, River to Ridge Trail, and the Newell Open Space Preserve. Parks are programmed with a variety of uses to support activities throughout all seasons of the year. A range of park and trail typologies are distributed throughout the WRSP Area in order to provide ease of access and close proximity to all residents. The character of each park is based on the use and the role it plays within the overall open space network. They are a combination of the natural and the manicured; the informal and the formal; and the active and the passive, depending upon their location and functions.

The trails system consists of a combination of paved and unpaved trails that link major destinations within the WRSP Area, such as parks and the Napa Valley Ruins & Gardens (NVRG). The internal project trail system includes segments of regional trails (the Napa Valley Vine Trail and the River to Ridge Trail) and connects to the Newell Open Space Preserve. The network forms a series of loops of differing lengths. The loops provide alternative routes and allow choices between short, medium, and long distances for recreation and exercise. The trails run through various parks and open space conditions and their design reflects these differing conditions. The trails provide for a range of user groups including bikers, runners, and pedestrians.

The parks and open space system is designed to provide easy and convenient access to all residents. Most homes within the WRSP Area are no more than ¼-mile walking distance from a park, natural open space area, or trail alignment. This public network serves to encourage walking and to provide opportunities for a convenient and healthy lifestyle choice for all residents.

## 5.2 Goals, Objectives, and Policies

**Goal 5A: Integrate Parks, Trails, and Open Space into a diverse system of active and passive recreation amenities designed to fulfill the needs of residents and support healthful, active lifestyles.**

Objective 5.1 – Provide public parks distributed throughout the WRSP Area that include a range of recreational opportunities adequate to support the future population of the WRSP Area.

Policy 5.1.1 – Parks shall meet at minimum the City wide standard of 5 acres per 1,000 residents in the WRSP Area.

Objective 5.2 – Parks, Trails and Open Space will be designed as an integrated system of recreational amenities.

Policy 5.2.1 – Parks shall be programmed and designed through cooperation with the City of American Canyon Parks and Recreation Department and the general public and shall reflect the results of the City's Parks and Recreational Needs Assessment.

Policy 5.2.2 – Parks shall be centrally located in the WRSP Area with access afforded to a majority of the area residents via trail and street access.

Policy 5.2.3 – The Napa Valley Vine Trail and the River to Ridge Trail shall be interconnected and aligned to integrate with the primary parks where feasible in the WRSP Area.

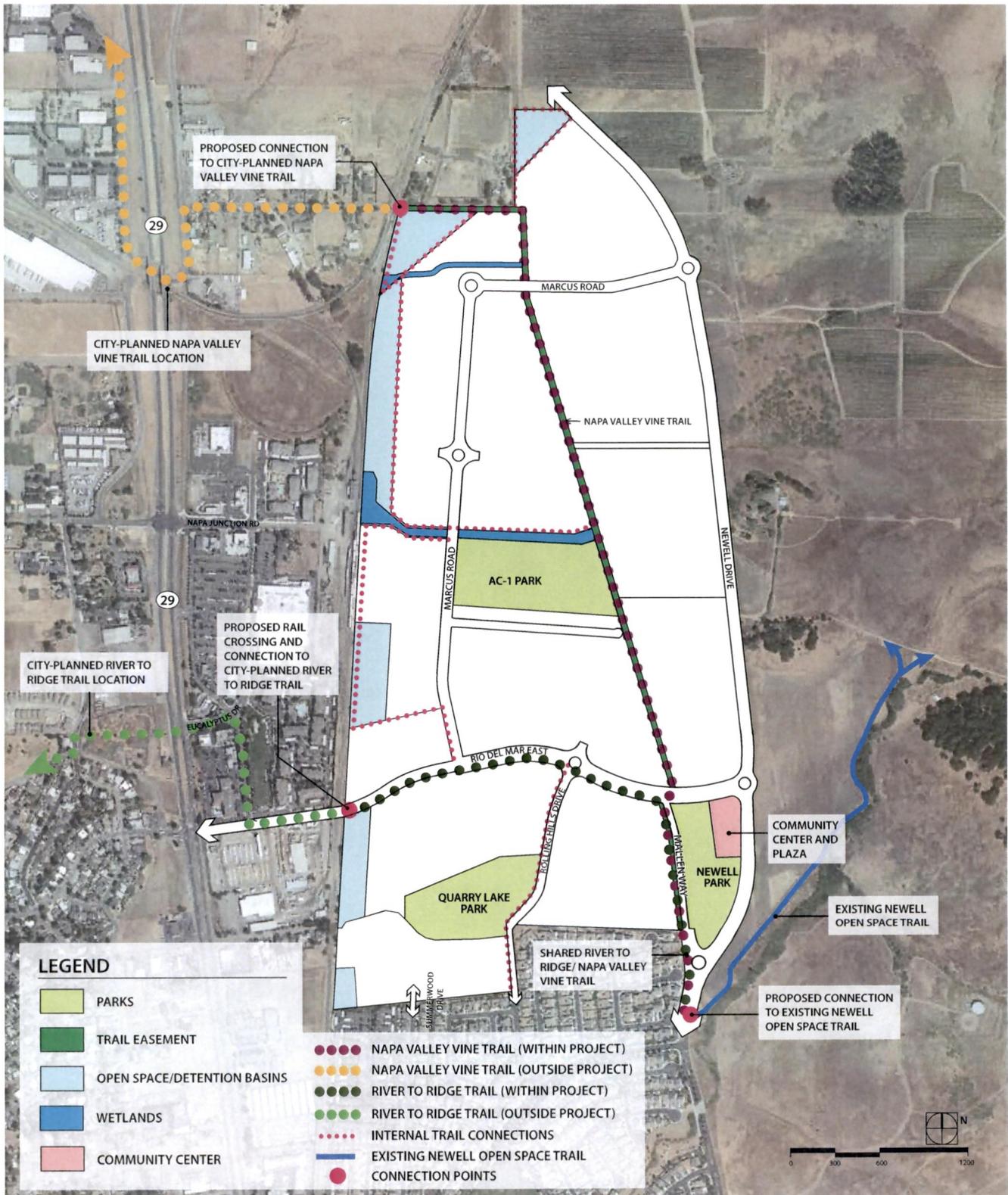


Figure 5.1: Parks Typology Map

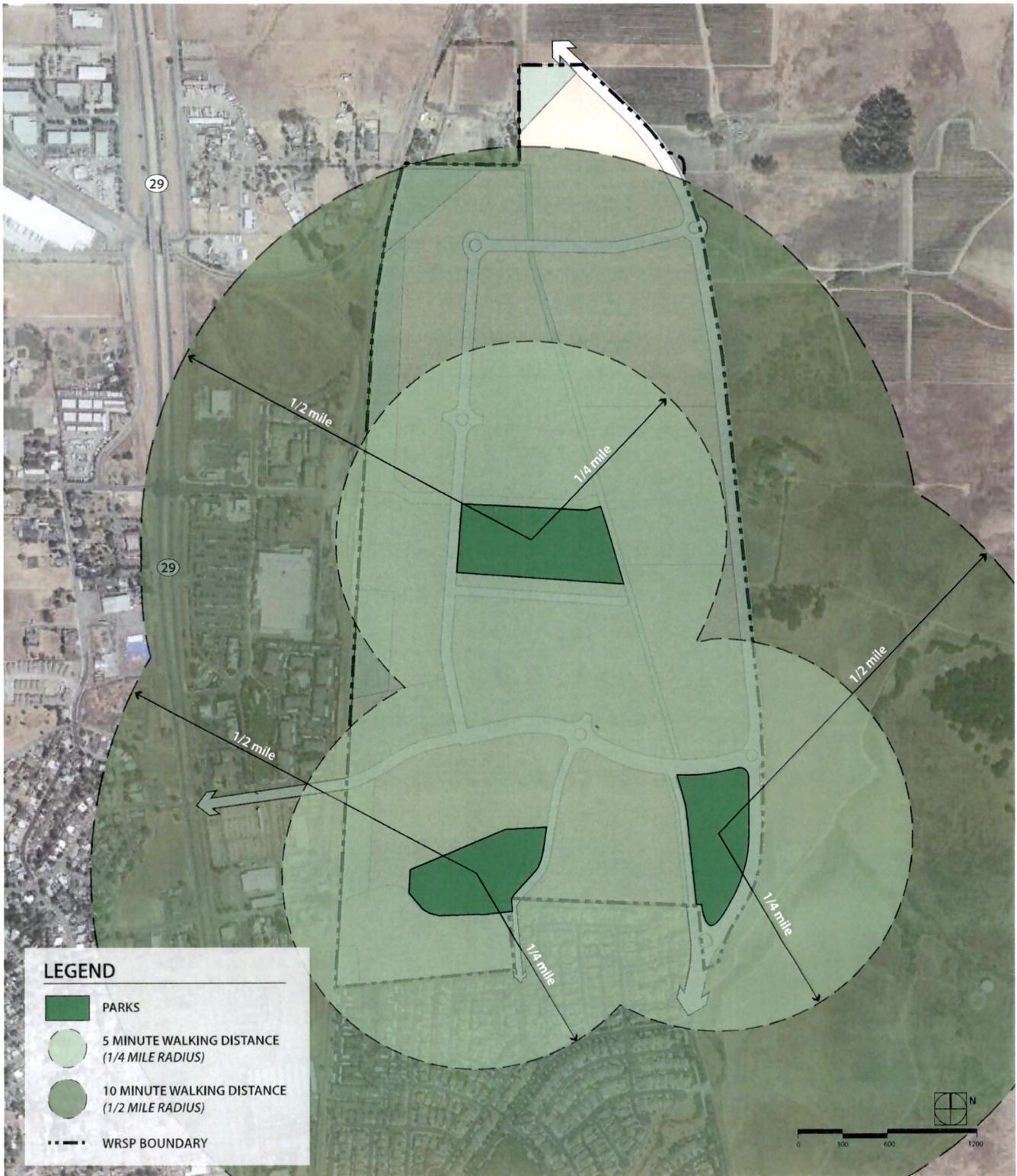


Figure 5.2: Parks Proximity Map

- Drought tolerant plant species
- Informal tree clusters
- Enhanced riparian habitat plantings around lake edge
- Landscaping that appears natural vs. manicured
- Accent (manicured) planting at entries
- Limited amount of turf grass
- Low maintenance native grasses
- Downward facing pole-mounted lights and bollards for safety
- Accent lighting on special landscape elements and park features – used sparingly
- Trail connections to the neighborhoods to the south

**AC-1 PARK**

This centrally located park is approximately 11.3 acres. AC-1 Park should be programmed with both passive and active uses. Level turf areas should be provided for active uses such as soccer and ball fields as well as smaller areas for passive recreation. The park should be buffered from the street with shrubs or earth berms. Flowering accent trees can be located to provide landmark areas and focal points, while a long windscreen run of tall narrow trees along the westerly boundary can screen the adjacent uses.

The following program elements and amenities should be considered for AC-1 Park:

- Playground
- Sports fields (soccer, baseball)
- Picnic facilities
- Community gardens
- Downward facing safety lighting
- Pathways
- Benches
- Trash receptacles
- Bike racks
- Drinking fountains
- Enhanced materials at entry nodes and seating areas
- Incorporation of the Napa Valley Vine Trail
- Wayfinding and educational signage
- Public restroom
- Downward facing pole-mounted lights and bollards for safety
- Accent lighting on special landscape elements and park features – used sparingly



*Pedestrian path along water feature*

### 5.4.3 POCKET PARKS AND MINI PARKS

These small passive spaces provide urban relief within a neighborhood. They will be privately owned and maintained and passive in nature. They may be as small as an individual lot and generally include: landscaping that complements the neighborhood, a play structure, turf, and benches or seat walls. While not required they are encouraged throughout the neighborhoods.

### 5.4.4 OPEN SPACE AREAS

Unprogrammed open space is located along the periphery of the WRSP Area and in transitional landscape areas. The areas comprised of level-to-moderate slopes can be planted with a simple understory mass of evergreen groundcovers and low to medium grasses: A single species of tree may be planted in rows symbolic of orchards and vineyards throughout northern California.

The Open Space Area landscape program may include, but not be limited to the following:

- Native and non-native non-invasive drought tolerant grasses.
- Native and non-native drought tolerant evergreen groundcover.
- Native and non-native trees planted in rows.
- Low maintenance landscape.

Open space areas may include:

**Seasonal Wetlands** - The seasonal wetlands and their surrounding buffer areas protect the existing sensitive

areas within the WRSP Area. They take advantage of natural systems to capture and clean storm water for the community while also providing for passive recreation. These areas will be connected to the rest of the open space system with multi-use trails.

**Detention Basins** - Detention basins are designed to be multiuse. During the dry months, when not being used for the purpose of detaining stormwater flow, they may allow for some recreational activities. The appropriate design, plant material and program elements make these a valuable component of the open space network providing both physical and visual benefits that are associated with open space.



*Naturalized Planting*



*Open Play Area*



*Children's Play Area*

## 5.6 Pedestrian and Bicycle Circulation

Pedestrian and bicycle circulation is integral to the overall open space and park network. Refer to Chapter 7 Circulation for details.



*Park Furniture*



*Bike Racks*

# CHAPTER 6 - DEVELOPMENT REGULATIONS

## 6.1 General Provisions

### 6.1.1 PURPOSE AND INTENT

The Development Regulations set forth in the Watson Ranch Specific Plan (WRSP) provide a comprehensive set of regulations governing the use and development of the land. While including references to specific provisions of the American Canyon Zoning Ordinance, these Development Regulations replace the American Canyon Zoning Ordinance within the WRSP Area. Should there be a conflict between the WRSP and the American Canyon Zoning Ordinance, the provisions of the WRSP shall govern. Any issue not directly or specifically covered by the WRSP shall be subject to non-conflicting regulations and procedures of the American Canyon Zoning Ordinance.

### 6.1.2 SEVERABILITY CLAUSE

If any term or provision of the WRSP, or the application of any provision of the WRSP to a particular situation, shall for any reason be found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, all other terms and provisions of the WRSP or the application of the WRSP to other situations shall remain in full force or effect.

## 6.2.5 SETBACKS AND IRREGULAR LOTS

Setbacks are measured from the appropriate front, side, or rear lot line, or ultimate street right of way line, whichever is most restrictive. Irregular lots are defined as lots that are non-rectangular, lots with three sides, or lots with more than four sides that require specific definition of lot lines in order to achieve the purpose of the specific setbacks. Refer to Figure 6.1 for measuring setbacks on irregular lots.

**Front Lot Line:** On an interior lot, the line separating the lot from the street. On a corner lot, the shorter lot line abutting a street. On a through lot, the lot line abutting the street or lane providing the primary access to the lot. On a flag or panhandle lot, the interior lot line most parallel to and nearest the street or lane from which access is obtained.

The width of the “flag” must be a minimum of 20’ and can be no longer than 2 times the width of the lot it serves. One “flag” driveway may access a maximum of 2 lots.

**Rear Lot Line:** The lot line that is opposite and most distant from the front lot line. In the case of an irregularly shaped lot, a minimum ten-foot-long line which is within the lot and parallel to and most distant from the front lot line shall be considered the rear lot line for purposes of determining setback.

**Side Lot Line:** All lot lines, which are not front or rear lot lines, shall be considered side lot lines for setback purposes.

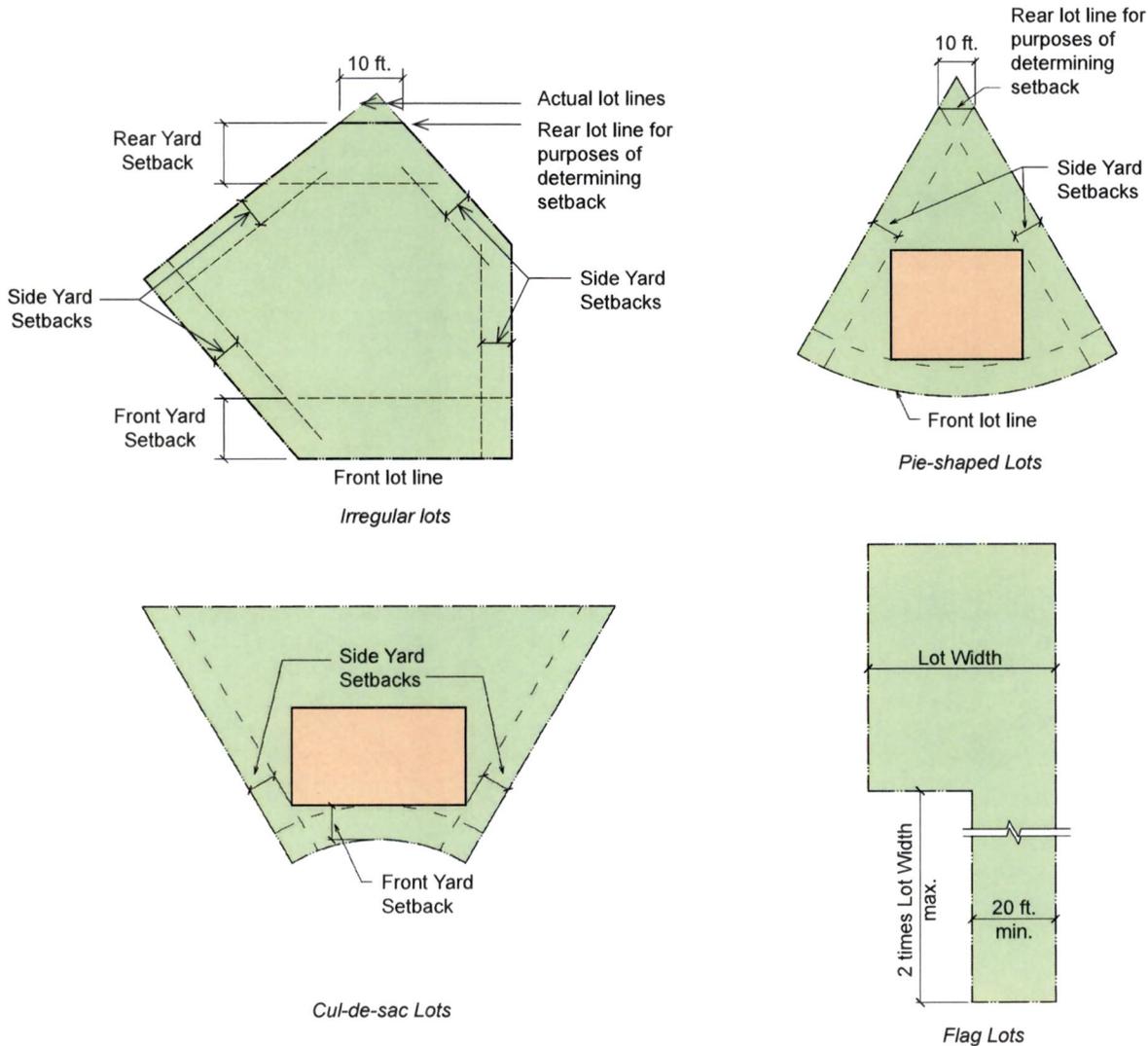
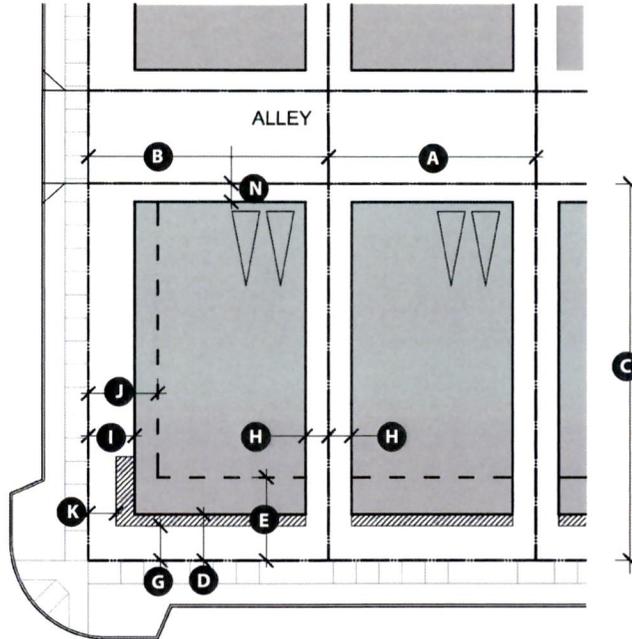
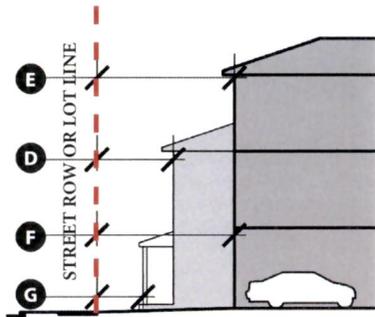


Figure 6.1: Irregular Lots: Measuring Setbacks

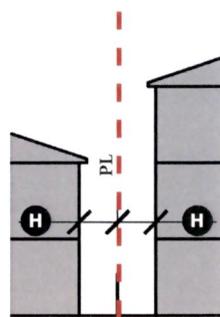
-  PORCH
-  BUILDABLE ENVELOPE LIMITS
-  PROPERTY LINE



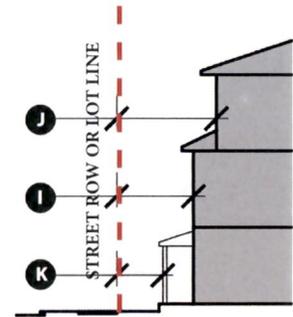
Medium Density Residential (MDR-12) - Alley Loaded



Front setbacks



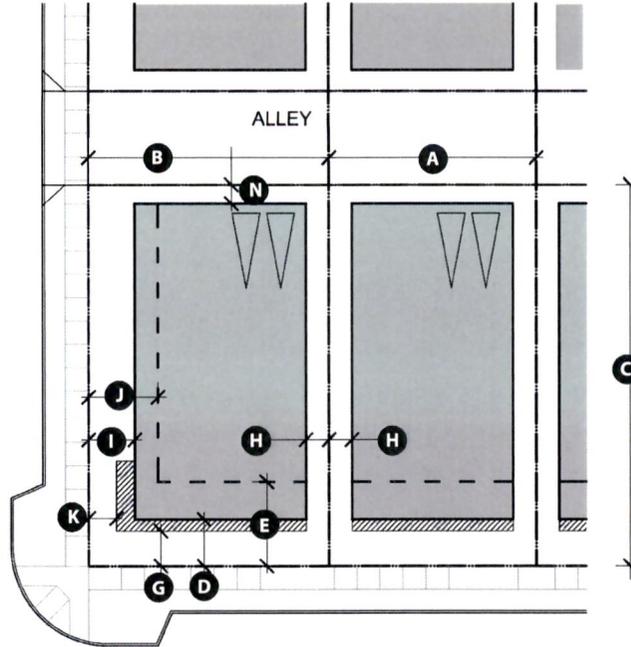
Side setbacks at internal lots



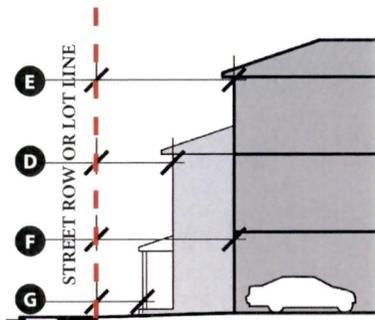
Side setbacks at corner



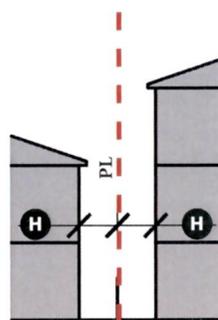
-  PORCH
-  BUILDABLE ENVELOPE LIMITS
-  PROPERTY LINE



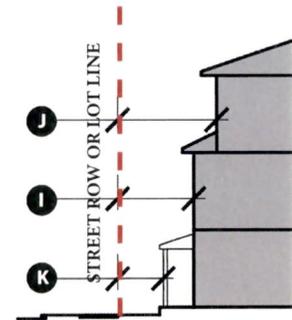
Medium Density Residential (MDR-16) - Detached, Alley Loaded



Front setbacks



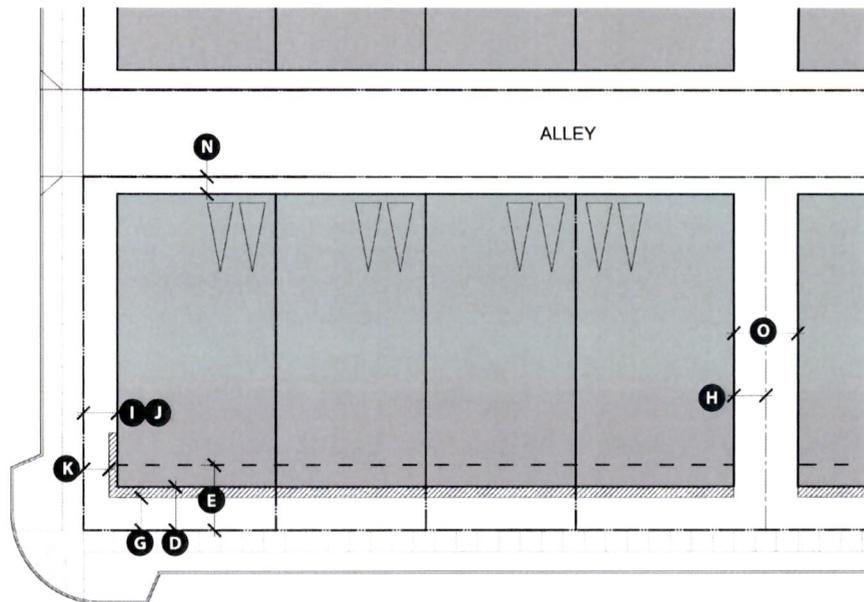
Side setbacks at internal lots



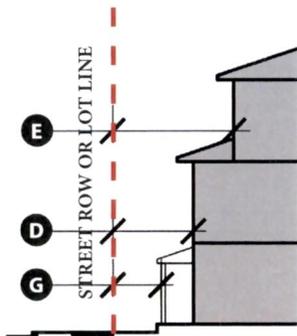
Side setbacks at corner



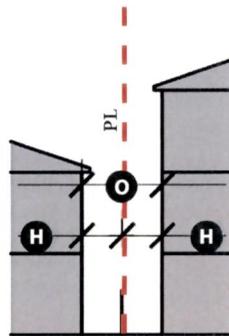
-  PORCH
-  BUILDABLE ENVELOPE LIMITS
-  PROPERTY LINE



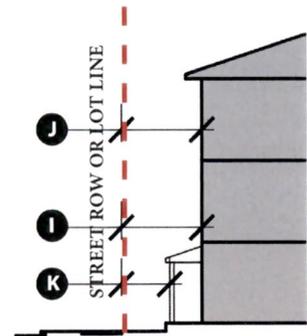
Medium Density Residential (MDR-16) - Attached, Alley Loaded



Front setbacks

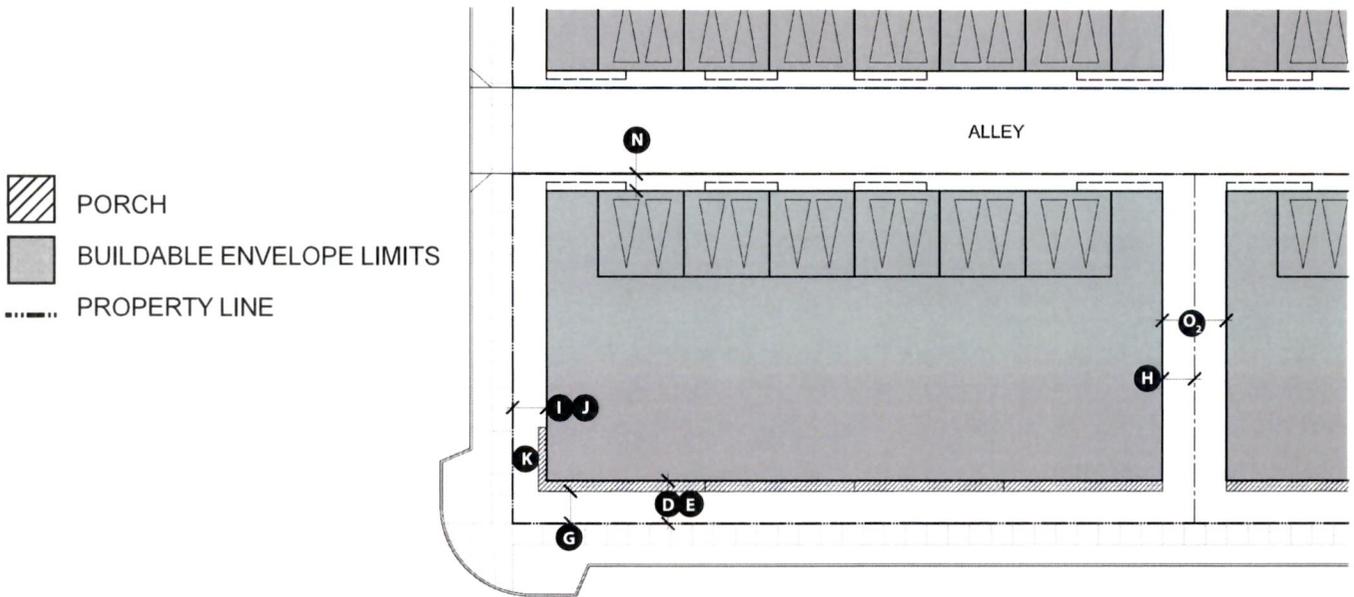


Side setbacks at internal lots

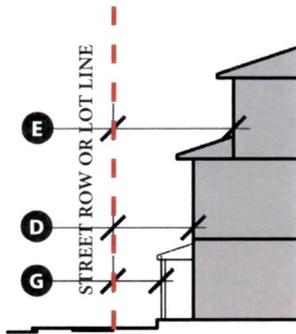


Side setbacks at corner

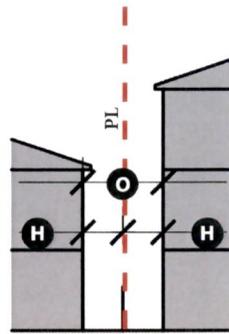




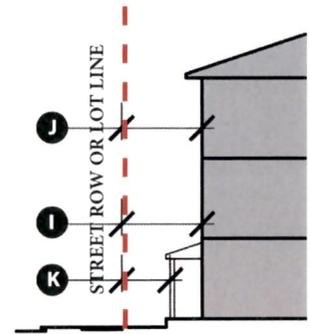
High Density Residential (HDR) - Alley Loaded



Front setbacks



Side setbacks at internal lots



Side setbacks at corner



both people and automobiles if not given proper attention. Therefore, planning in the early stages of development must consider the placement of service facilities and their effects on the public environment so that they do not create unsightly conditions. In order to minimize the negative visual and physical impacts of service facilities, the following treatments shall be applied:

- Trash storage, loading, and truck parking shall be located to minimize visibility from streets, pedestrian ways and building entrances and minimize interference with commercial or retail activities. Service and loading areas shall not be located along important pedestrian or view corridors.
- Service entrances shall not face primary or secondary retail and commercial streets. All service entrances and associated loading docks and storage areas shall be located to the side or rear of a building.
- Loading docks and truck parking shall be screened from public view using building mass, freestanding walls, and/or landscaping. Structural screening shall be made of materials and colors consistent with that of the principal structure(s).
- Roll-up security doors at service entrances shall be detailed to conceal door housings and tracks and provide an attractive, finished appearance for all exposed components.

All exterior trash receptacles shall be screened from public view on three sides, and on the fourth shall be screened by a gate that also obscures views. The enclosure shall be made of materials and colors compatible with that of the principal structure(s).

### **BUILDING LIGHTING**

Moving, blinking, or strobe lights are prohibited.

Illuminating a franchise building as a form of advertising is prohibited.

## **6.4 Parking Regulations**

### **6.4.1 PARKING REQUIREMENTS**

#### **REQUIRED OFF-STREET PARKING SPACES**

Each land use identified below shall be provided at least the number of off-street parking spaces listed. Uses not listed are subject to the parking requirements of Chapter 19.21 of the City of American Canyon Municipal Code.

NVRG area: 1 space for 400 sf of enclosed covered area, and 1 space for 200 sf of outdoor seating area. Overflow parking in parking orchards may be counted towards fulfilling parking requirements. A Parking Management Plan (PMP) shall be submitted as part of the NVRG Master Plan/ Design Permit (see section 6.4.2.1).

Hotel: 1 parking space per room plus 1 space for every 10 rooms.

Residential: Off-street parking requirements shall be in accordance with Chapter 19.21 of the City of American Canyon municipal Code.

RV parking is not allowed in driveways, front yards, or on streets.

#### **MINIMUM DIMENSIONS, UNCOVERED PARKING**

Where parking stalls are located adjacent to landscaped areas, the paved depth of such stalls may be decreased by two feet provided a vehicle overhang area exists. The vehicle overhang area may not encroach into a public sidewalk unless that sidewalk is widened by the depth of the overhang. Parking area parking spaces and drive aisle dimensions shall be as listed below.

Standard space: 9 ft x 18 ft.

Compact space: Up to 15% of the total number of required parking spaces may be designed as compact spaces with minimum dimensions of 8.5 ft x 16 ft.

Drive aisle widths for parking lots with perpendicular parking is 24' minimum.

#### **MINIMUM DIMENSIONS, COVERED PARKING**

Garages shall be constructed to meet the following minimum dimensions:

Single car: 12 ft x 20 ft

Two car standard: 20 ft x 20 ft

Two car tandem: 12 ft x 36 ft. (Tandem parking is allowed

## 6.5 Signage Regulations

These regulations are intended to result in functional, attractive signage incorporating a high level of design, graphics and efficient maintenance throughout the WRSP Area. All signs shall meet the Signage Guidelines in the WRSP. A master signage plan shall be prepared for the NVRG area as part of the first Design Permit entitlement.

### 6.5.1 PROHIBITED SIGNS

In addition to the signs prohibited pursuant to Section 19.23.060, Prohibited Signs, of the American Canyon Municipal Code, the following signs are prohibited.

- Decal signage on glazing.
- Internally illuminated awnings.
- Plastic-faced monument signs.
- Conventional plastic-faced box or cabinet signs.
- Formed plastic or injection molded plastic signs.
- Signs with luminous vacuum-formed letters.
- Cloth, paper, cardboard or foam signs or decals.
- Blinking, flashing, animated or moving signs.
- Advertising displayed on vehicles to attract attention to a specific business location or sale.

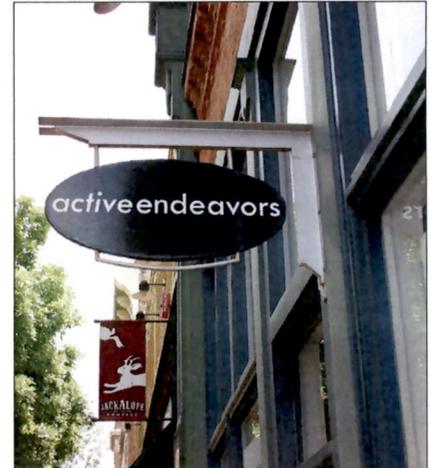
### 6.5.2 COMMERCIAL TENANT IDENTIFICATION AND STOREFRONT SIGNAGE

Tenant signs shall be limited to the identification of building tenants. Tenant signage must comply with the Design Guidelines contained herein and the master signage program prepared for the NVRG Mixed Use area.

### 6.5.3 LIVE-WORK SIGNAGE

The following signs are prohibited for live/work developments:

- Franchise signage
- Internally lit acrylic or plastic signs



Examples of creative signage appropriate at the Napa Valley Ruins & Gardens

# 6.7 Walls and Fencing Regulations

Fences, walls, and dense hedges shall comply with the following regulations:

- Front Yards: Fences and walls within a required front yard shall not exceed 36 inches in height.
- Corner Intersections: Fences and walls at a corner intersection may not exceed 30 inches within the Public Works Standard for a Controlled Area at an intersection.
- Alleys: Fences and walls located within five feet of the edge of paving of an alley shall not exceed 36 inches in height.
- Where private side yards are adjacent to a street, privacy fencing should only enclose the area that is consolidated into usable yard space; privacy fencing to enclose minimum side setbacks adjacent to a street is not permitted.
- Sidewalks. Fences and walls within three feet of a sidewalk shall not exceed 36 inches in height.
- Continuous vandal resistant, safety fencing shall be required along the railroad right of way to prevent pedestrian and bicycle access into the railroad right of way. Fencing shall be a minimum of 6 feet in height and shall be designed to comply with the Design Guidelines in Appendix A, Section A.4.3.1 and the "view fencing" in section A.7. Where homes are located closer than 50 feet to the railroad right of way, a solid fencing design constructed of masonry or metal must be utilized.

See Figure 6.2 for an illustration of wall and fencing regulations.

# 6.8 Utility Regulations

All utility transformers and pedestals shall be located below ground in vaults to minimize their appearance in the community.

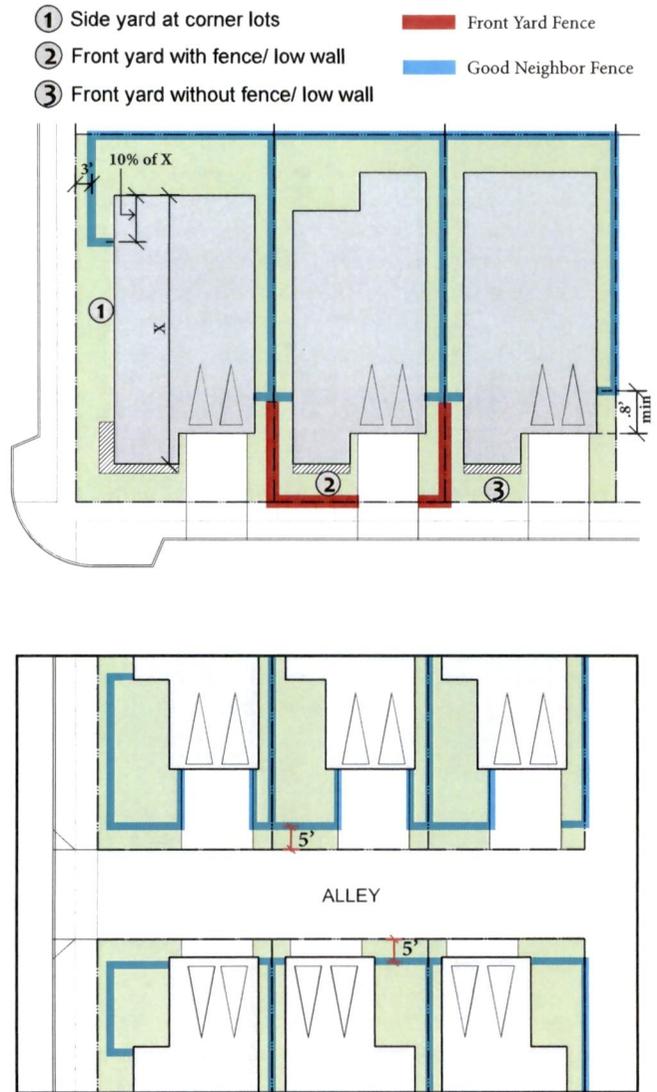


Figure 6.2: Fencing Regulations

- Residences and public/commercial buildings should be designed to accommodate electric vehicle charging stations.
- Incorporating signage on the sustainable design features on the build environment, specifically LEED certified buildings.
- Homebuilders providing buyers with a system option for the homes to include photovoltaic (solar) and solar water-heating systems. Being solar-ready may include:
  - Having a designated solar zone
  - Adequate electric capacity
  - Designated conduit and plumbing paths
- Commercial parking incorporating photovoltaic (solar) panels over the parking, or solar turbines located on the light poles to harvest energy.
- Low impact development principles should be implemented to reduce the impact of the development on the natural environment.
- Incorporate infiltration beds, swales, and basins into the design of a project to allow water to collect and soak into the ground, as required by local agency.
- Utilize pervious or porous surfaces (permeable pavers or blocks) to minimize runoff.
- Encourage the use of rain harvesting or catchment technologies (rain gardens, canisters, etc.)

### **TIER 3 DESIGN GUIDELINES**

The third tier involves a commitment to sustainable landscape techniques. Projects shall incorporate The City of American Canyon Model Water Efficient Landscape Ordinance (MWELO) into the design (See Section 6.6.3 above). The desire to create community in accordance with green building principles influences the decisions regarding the landscape design, recreational programming, and physical layout of each development area. The sustainable landscape techniques that may be used include:

- Drought tolerant plants should be selected to reduce water consumption based upon:
  - Their adaptability to the natural conditions of the site.
  - Protection and preservation of native species and natural vegetation
  - Disease and pest resistance
  - Water-conserving plant and turf species
  - Selection of plants from the East Bay Municipal Water District's "Plants and Landscape for Summer-Dry Climates" as the primary reference.
- Plant materials should be selected that promote a diversity of flora and fauna.
- Recycled water for landscape should be considered to reduce the consumption and demand of potable water.
- Pursuant to Zoning Ordinance Chapter 19.22.040, the use of turf in new residential projects is limited to the rear yard.

# CHAPTER 7 - CIRCULATION

## 7.1 Introduction

The Watson Ranch Specific Plan (WRSP), consistent with the City of American Canyon's General Plan Circulation Element, incorporates an array of transportation modes. This is achieved by including a network designed for pedestrians, bicyclists, and motor vehicles. Streets are not only functional systems that allow vehicles to navigate smoothly and safely within the community, but they are also an important building block in creating a rich and vital pedestrian environment. The Circulation Plan (Figure 7.1) provides access to residential, educational, commercial, and recreational destinations. In addition, the circulation plan promotes “complete streets”, a transportation policy and design approach that requires streets to be planned, designed, operated, and maintained to enable safe, convenient, and comfortable travel and access for users of all ages and abilities regardless of their mode of transportation. In doing so, the circulation plan provides a safe, functional, and pedestrian-friendly environment for residents and visitors of the WRSP Area community.

The WRSP Area is connected to the city on its western edge by Rio Del Mar East, which is proposed to be extended to serve as an east-west connector between Highway 29 and Newell Drive. From the southeast corner of the WRSP Area, Newell Drive is proposed to extend along the eastern edge of the WRSP Area, enabling a future northern connection of Newell Drive to SR 29 at Green Island Road. From a “roundabout” intersection connecting to the existing Newell Drive, the Newell Drive extension will continue to the north/northeast, while a small local road (Mallen Way) heads north connecting Rio Del Mar East and providing access to the hotel site.

In keeping with the General Plan goal of creating a well-connected community, the WRSP provides connections along its southern edge to Vintage Ranch. Respecting the existing development pattern of Vintage Ranch, connections are made to both existing Summerwood Drive and Rolling Hills Drive. The Rolling Hills Drive connection provides a connection to and from Vintage Ranch to Rio Del Mar East while Summerwood Drive connects the southern residential development parcels within the WRSP Area to Vintage Ranch. Complying with the American Canyon Fire Protection District, the WRSP Area will provide for two means of access during all phases of construction and at build-out.

The main circulation network within the WRSP Area is a modified grid with Rio Del Mar East forming the southern edge of the grid. The interconnected nature of the block pattern disperses traffic so that local streets are pleasant to live on and walk or bike along.

## 7.2 Goals, Objectives, and Policies

The following goals, objectives, and policies establish a framework to create a circulation network that considers the movement of pedestrians, bicyclists, and vehicles.

### **Goal 7A – Create a balanced transportation system that moves a variety of users through the community.**

Objective 7.1 – Design pedestrian-friendly streets with appropriate traffic calming measures.

Policy 7.1.1 – Sidewalks within residential neighborhoods shall be a minimum of five feet wide.

Policy 7.1.2 – Standard crosswalks shall use accentuated markings, changes of material, pedestrian warning indicators, flashing bollards, flashing lane indicators and/or other flashing warning signs near parks, the NVRG, or major trail crossings.

Policy 7.1.3 – Bulb-outs shall be used at intersections subject to approval of the City of American Canyon and the American Canyon Fire Protection District.

Policy 7.1.4 – All streets, intersections, alleyways and other circulation improvements shall preserve public safety access throughout the WRSP Area.

## Goal 7E – Design “Complete Streets.”

Objective 7.7 – Develop a street hierarchy and street system design that considers all potential users and establishes a Complete Streets network in the WRSP Area.

Policy 7.7.1 – Street design shall be consistent with Resolution 2012-72, “Complete Streets Policy of the City of American Canyon.”

Policy 7.7.2 – Class II bike lanes (delineated by on-street striping) shall be provided on all arterial and collector level streets throughout the WRSP Area except where Class I or Class IV bikeways are provided.

Policy 7.7.3 – Sidewalks shall be provided on at least one side of all streets.

Policy 7.7.4 – Approaches to signalized intersections should include bicycle detection devices that are operational and properly marked.

Policy 7.7.5 – Safety and access for bicyclists should be improved at at-grade railroad crossings by providing appropriate enhancements such as proper track structure, safe crossing angles, track fillers, lighting, and adequate warning and guidance information, among other features.

Policy 7.7.6 – Street design shall be consistent with the Circulation Element. Modifications not approved as part of this Specific Plan (see Section 7.3) shall be subject to review and approval through the tentative map and design permit approval process.

## Goal 7F – Provide an open street network with connectivity to adjoining neighborhoods.

Objective 7.8 – Wherever possible, local street connections to adjoining neighborhoods should be made to provide local access to the Napa Valley Ruins and Gardens (NVRG) Area.

Policy 7.8.1 – Rolling Hills Drive shall be connected as a local street to Rio Del Mar East. Where necessary, traffic calming features shall be utilized to avoid “cut-through” traffic.

Policy 7.8.2 – Preserve the potential for the City to achieve a future at-grade crossing connection at the terminus of South Napa Junction Road until such time the City has completely abandoned the option as a secondary access into the NVRG.

## 7.3 Street Sections

This section describes the range of street classifications that make up the components of the overall circulation system. The Circulation Plan (Figure 7.1) delineates the location of the backbone street layout for the WRSP Area. The backbone circulation plan shows the general alignment of the primary streets. The locations of local streets and smaller streets will be determined at time of tentative map approval. Final street layouts may vary from street configurations illustrated below in this section, and may be determined at time of tentative map approval. The street sections described below include a series of “modified” street sections that are permissible to use within the WRSP Area.

In keeping with the sustainability goals of the WRSP, Low impact Development (LID) techniques may be used to reduce impacts of development on the natural environment. To meet this goal, planting strips or landscape medians may be used to treat stormwater runoff. The use of parkway strips or medians to treat stormwater may help in meeting the City’s MS4 Permit requirements, which is the regulatory framework to address appropriate source control, site design, and stormwater treatment measures in new development and redevelopment projects to address pollutant discharges and prevent increases in runoff flows.

In the following Street Section Graphics certain text may be abbreviated to fit graphically. These are:

- FOC delineates Face of Curb Dimensions
- BOC delineates Back of Curb Dimensions
- ROW delineates the Right of Way

Street sections illustrated represent the range of proposed streets within the WRSP Area. Specific locations and dimensions may be further refined or modified through the tentative map process (See Policy 7.7.6).

### 7.3.1 TWO LANE MAJOR COLLECTOR (NEWELL DRIVE)

This major collector consists of two 12-foot-wide lanes of travel, a 14-foot-wide median, 5-foot-wide Class II bike lanes, 8-foot-wide parkways, and 8-foot-wide sidewalks.

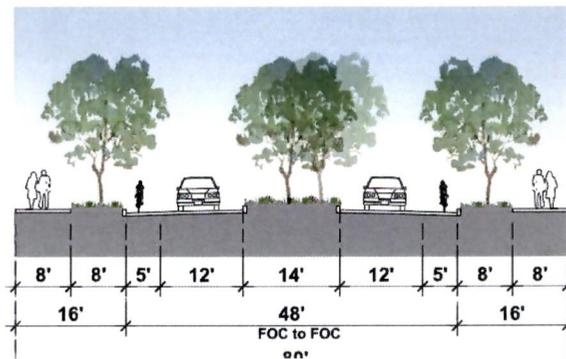
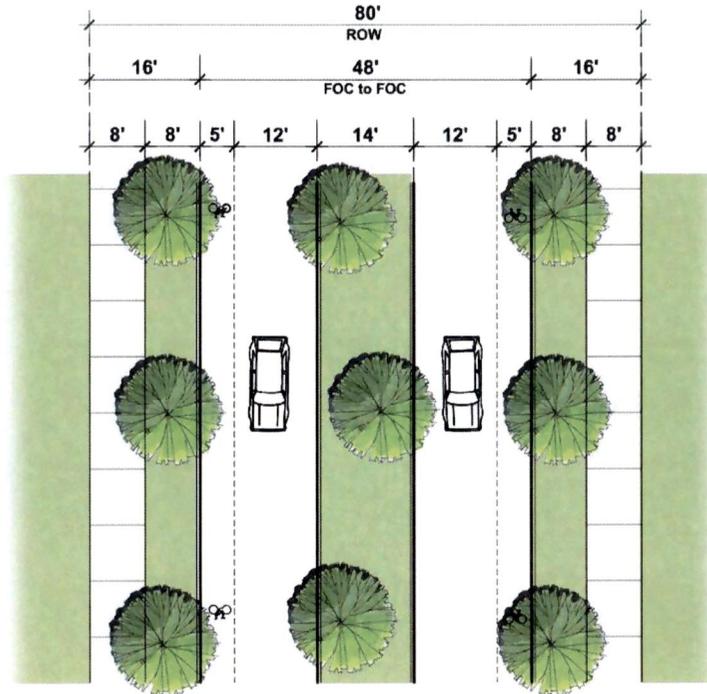


Figure 7.3.1: Two Lane Major Collector (Newell Drive)  
Subject to modification

these figures represent typical street configurations; they are not indicative of the ultimate configuration of approved or future-approved modified major collector roadways such as Rio Del Mar East.)

Along the western edge of the site, Rio Del Mar East crosses the existing railroad. The Rio Del Mar East railroad crossing will be an at-grade or grade-separated crossing. Parking bays are eliminated for this portion of the roadway. Along the western edge of the site where not adjacent to the NVRG, the diagonal parking will become parallel spaces.

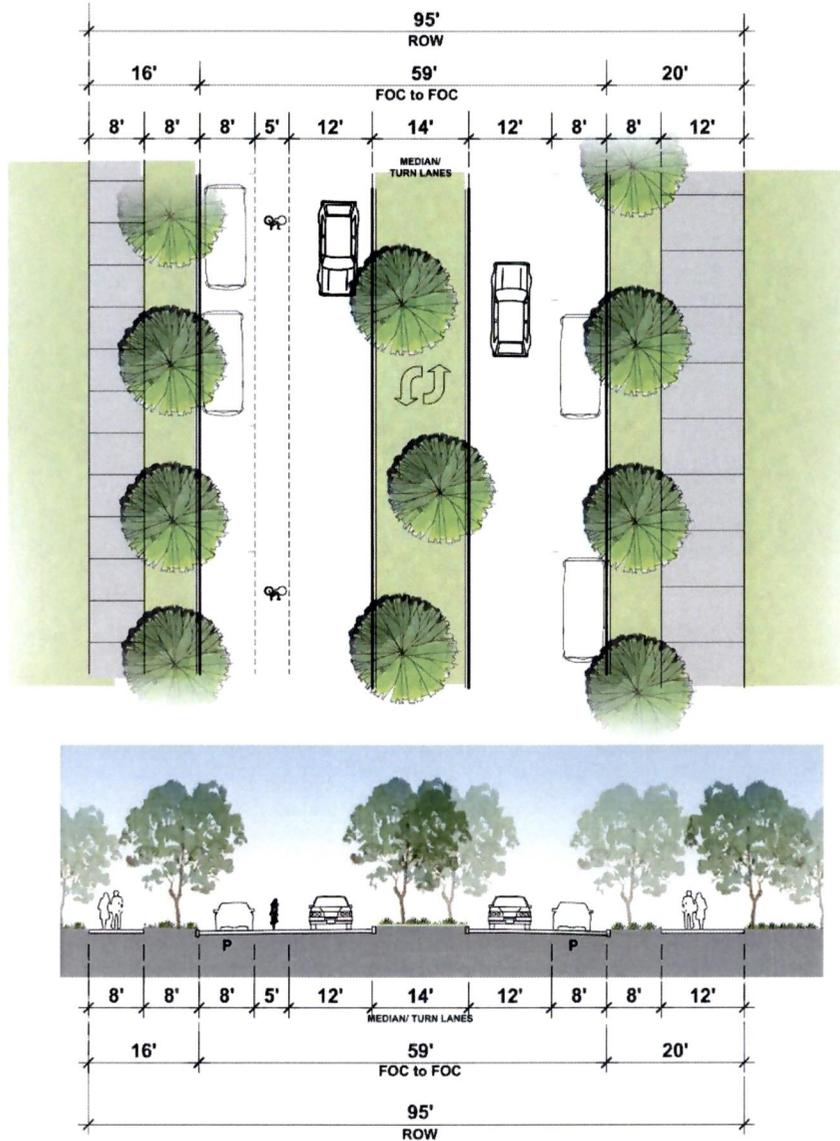


Figure 7.3.2b: Modified Collector (Rio Del Mar extension - from Napa Valley Vine Trail crossing to Newell Drive)  
Subject to modification

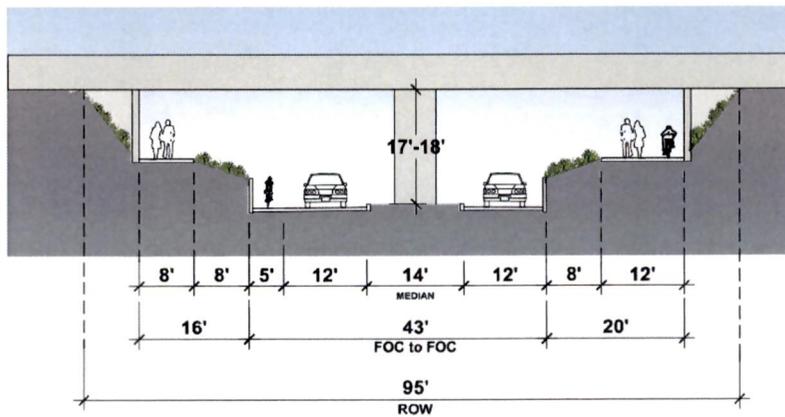
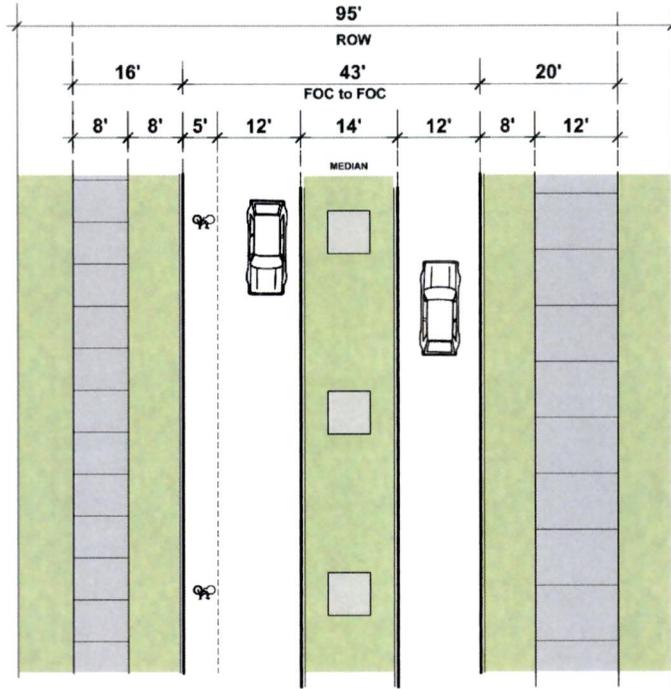


Figure 7.3.2d: Modified Collector (Rio Del Mar extension - RR underpass)  
 Final railroad crossing is subject to C.P.U.C. approval and must meet C.P.U.C. regulations for vehicular, bicycle and pedestrian safety crossing features. Figure 7.3.2d is conceptual only and may be subject to change.

### 7.3.3 MINOR COLLECTOR

Marcus Road is a proposed two lane Minor Collector providing a primary connection through the project area. Marcus Road runs northward from Rio Del Mar East and then curves eastward to a terminus at Newell Drive.

Six-foot-wide sidewalks are provided on both sides of the minor collector and are each separated from travel lanes by a 6-foot-wide parkway strip. Where the parkway strip might be utilized for stormwater treatment, an increase in width may be necessary.

The standard Minor Collector street section consists of a 50-foot wide road section within a 74-foot wide right-of-way. The paved section will accommodate two 12-foot-wide travel lanes, 5-foot wide on-street bike lanes, and 8-foot-wide parking bays on either side. The roadway has a vertical curb and gutter and curb returns have a 20-foot radius.

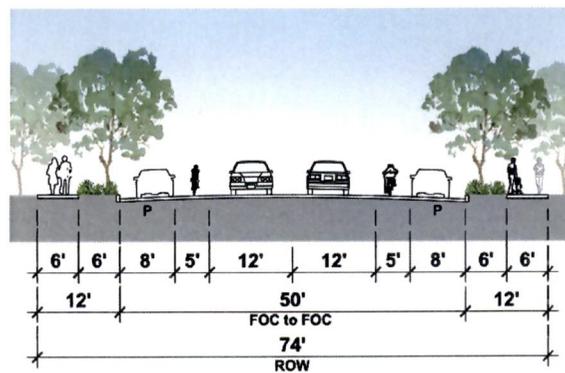
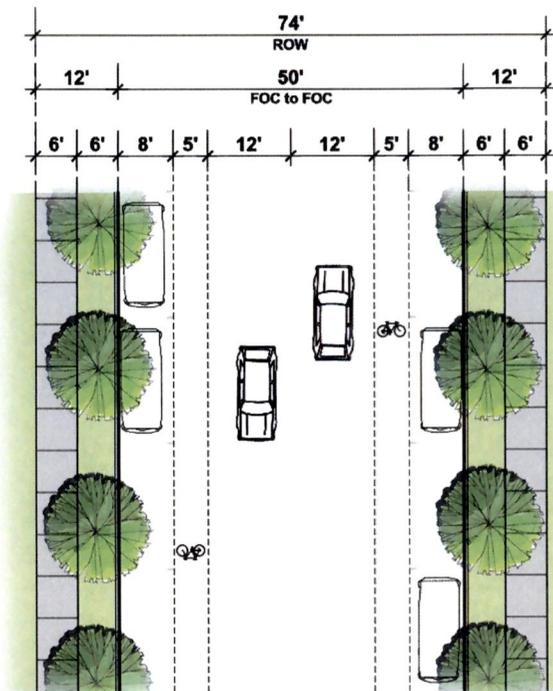


Figure 7.3.3: Minor Collector  
Subject to modification

### 7.3.5 MODIFIED LOCAL STREET (RESIDENTIAL) - A

The Modified Local Street (Residential) - A is a street that is unique to the WRSP Area and provides access within residential neighborhoods. This street has a 36-foot-wide paved section within a 58-foot-wide right-of-way. The paved section accommodates two travel lanes with on-street parking on both sides.

The roadway has a vertical curb and gutter, and curb returns have a 20-foot radius. 5-foot-wide sidewalks are provided on both sides and are separated from the parking areas by a 6-foot-wide parkway strip.

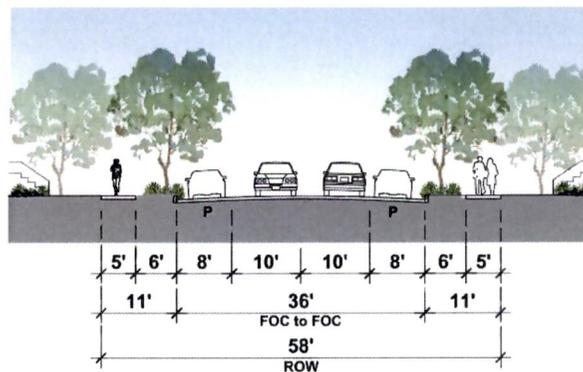
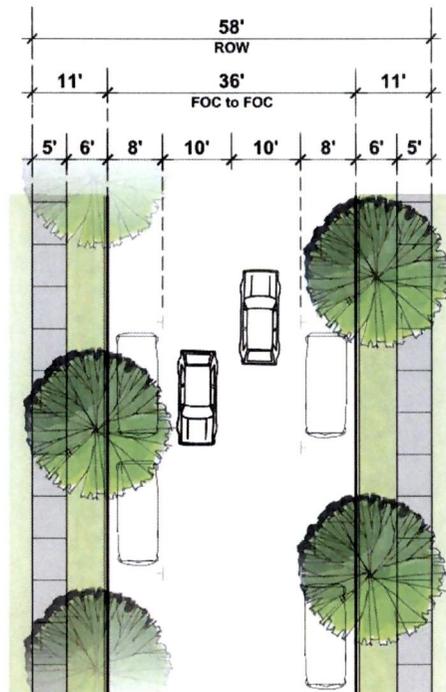


Figure 7.3.5: Modified Local Street (Residential) - A  
Subject to modification

### 7.3.7 CUL-DE-SAC

The cul-de-sac is utilized at the end of a residential street primarily to serve as a turnaround.

The bulb of the cul-de-sac is located in a right-of-way which is 114-feet wide in diameter. The paved driving surface is 90-feet wide in diameter. The curb radius to the connecting neighborhood street is 17-feet. No parking is permitted within the cul-de-sac. A 6-foot-wide sidewalk that is separated by a 6-foot-wide planting strip is provided.

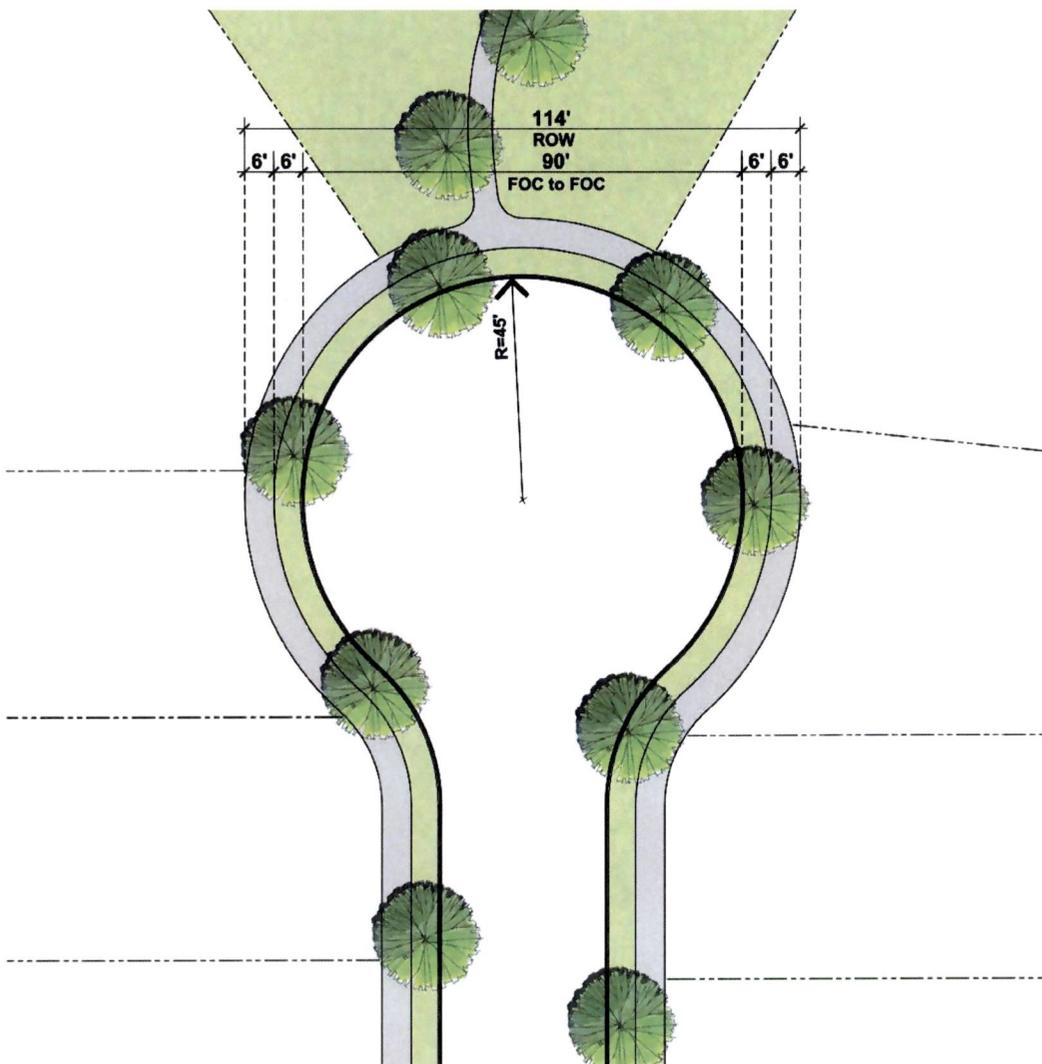


Figure 7.3.7: Cul-de-sac  
Subject to modification

## 7.4 Traffic Calming

The Institute of Transportation Engineers defines traffic calming as “Traffic calming involves changes in street alignment, installation of barriers, and other physical measures to reduce traffic speeds and/or cut-through volumes, in the interest of street safety, livability, and other public purposes.” To promote walkability and to provide a safe pedestrian travel route within the community, various traffic calming measures could be adopted. The WRSP implements bulb-outs at intersections and narrowing at important pedestrian/vehicular intersection points, such as mid-block crossings for trail crossings, as shown in Figure 7.4.

In addition, the following traffic calming measures may also be considered, and their review and approval will be considered at tentative map review.

1. Vertical Deflection (Speed Humps; Speed Tables; Raised Intersections) Small changes in elevation can be used to slow vehicles. A speed hump is typically 12-14 feet in length and a height less than 4 inches, while a speed table is at least 22 feet in length rising up to 6 inches, with a flat central area at least 10 feet in length. Speed humps and tables work well in residential neighborhoods and are often used in series. Speed tables are sometimes used at midblock pedestrian crossings, with the crosswalk located across the flat area. Speed humps and speed tables are not used near intersections; rather, the entire intersection may be raised, with bollards to delineate sidewalks and pedestrian zones, making the entire intersection pedestrian-friendly. Special modifications must be made for drainage in the case of vertical deflections. Vertical deflections are not preferred on streets with significant (>8%) grade.
2. Horizontal Shifts (Traffic Circles; Chicanes) Traffic circles are raised islands installed at intersections of local or collector streets with one lane each direction entering the intersection; they should be adequately sized and configured to accommodate turning conditions for large vehicles such as buses or trucks. Chicanes are a series of at least three alternating curb extensions used at midblock locations only. Careful design must ensure that speeding cannot occur by drivers cutting straight paths across the center line. Chicanes can be created using on-street parking, but are often difficult to design due to driveway access. Horizontal shifts are sometimes preferred by emergency response teams over vertical deflections, and can provide opportunities for landscaping.

3. Other (Change in Material / Texture; Pedestrian Actuated Signals) Stamped asphalt, brick pavers, and rumble strips can be used to capture the attention of motorists. They are successfully used in conjunction with crosswalks or raised intersections / speed tables, and provide additional emphasis to mixed-use or commercial areas where there is also an increase in pedestrian activity. For especially dangerous geometries or high-volume / high-speed roads, pedestrian-actuated signals with flashers can be used at intersections or at mid-block locations.

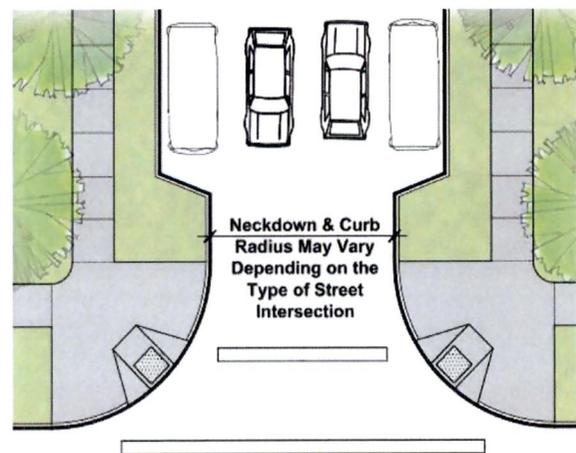


Figure 7.4: Intersection Neckdown/Bulb-out  
Subject to modification

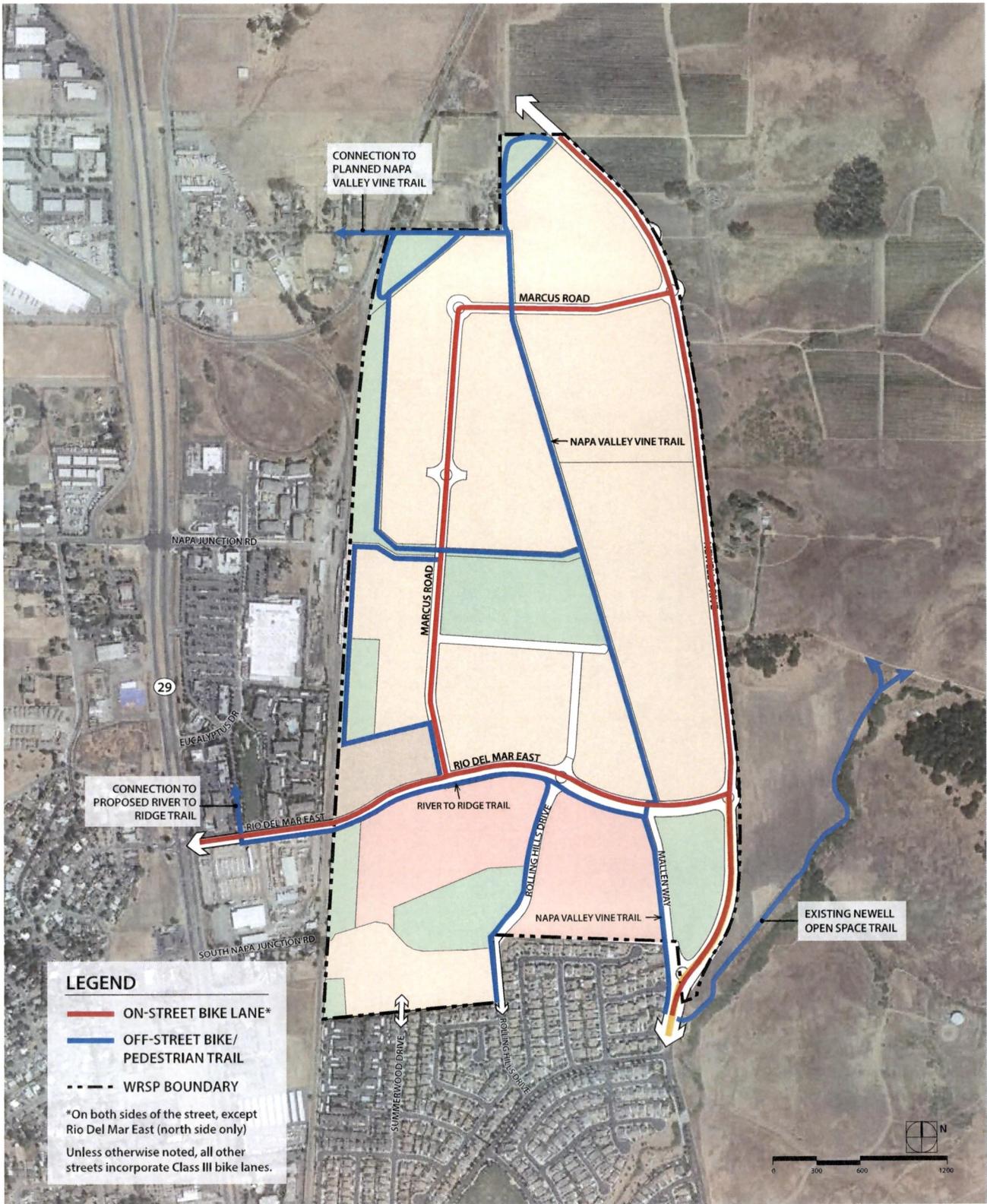


Figure 7.5: Pedestrian and Bicycle Circulation

## 7.6 Public Transit

American Canyon Transit (ACT) provides a deviated fixed route bus service aimed at getting local residents to shopping and healthcare facilities within American Canyon. ACT also connects to the Napa VINE Routes 11 and 29 allowing American Canyon residents and visitors to travel to Napa, Vallejo, the Vallejo Ferry and even BART in the East Bay. The VINE system serves all the cities in the Napa Valley and connects with SolTrans, Sonoma County Transit, Petaluma Transit, Lake County Transit, BART, the Vallejo Ferry, Amtrak, and Greyhound.

While the WRSP Area is not currently served by ACT, there is the potential for the extension of routes to include key destinations within the WRSP Area. Potential transit stops within the WRSP Area could be located in proximity to the NVRG, hotel site, Newell Park, and the Community Center. To preserve this potential opportunity, the major roads within the WRSP Area are based on the City of American Canyon's street standards and have sufficient lane widths and right-of-way to accommodate transit service and transit stops. Potential future routes could include extending existing bus routes or new routes through the WRSP Area on Rio Del Mar East and/or along Newell Drive. Figure 7.10 shows possible future bus routes and potential transit stop locations.

As noted in Section 1.3.4 of the WRSP, the WRSP Area is proximal to the Broadway District Specific Plan (BDSP) Area, which is a Priority Development Area (PDA) as designated by the Association of Bay Area Governments (ABAG) and Bay Area communities as areas for new growth. PDAs are considered foundational for sustainable regional growth and Plan Bay Area. PDAs emphasize housing near transit. The WRSP represents an extension of that growth being located less than a quarter mile from the SR 29 corridor. Although separated from the PDA by the Railroad line and commercial properties fronting SR 29, the WRSP provides a key point of access to the BDSP Area and SR 29 through the extension of Rio Del Mar East. This dramatically enhances connectivity to the primary transit corridor in American Canyon. Further, the potential transit stop shown at Rio Del Mar East and the NVRG frontage is a quarter mile from approximately 46% of the units (+/- 500) within the WRSP Area as well as the NVRG mixed uses and the hotel site.

## 7.7 Off-Site Improvements

Off-site improvements include major roadway connections from the WRSP Area to existing American Canyon roadways and several local street connections to enhance local connectivity. A connection to the WRSP Area at the existing Highway 29/Rio Del Mar East intersection will include surface improvements, roadway widening, and an at-grade or grade-separated railroad underpass to access the WRSP site.

The associated off-site improvements for the connection of Rio Del Mar East to SR 29/Broadway will include improvements to Rio Del Mar East from the western project boundary up to SR 29 and the intersection of Rio Del Mar East and SR 29 referred to as the "Tie-in" (see Figure 7.3.2e). Improvements at the Tie-in are intended to comply with California Department of Transportation (Caltrans) Encroachment Permit requirements, which may include the construction or financial contribution toward construction of the bicycle and pedestrian improvements at this intersection, identified in the Caltrans District 4 Bike Plan (2018) as NAP-29-X12. All improvements within the SR 29 State right-of-way requires an encroachment permit that is issued by Caltrans.

Newell Drive and Mallen Way will be connected to the south where Newell Drive currently terminates just north of Donaldson Way. Rolling Hills Drive will be connected to the south where it currently terminates just north of Terrazzo Lane.

The off-site improvements are shown on Figure 7.11.

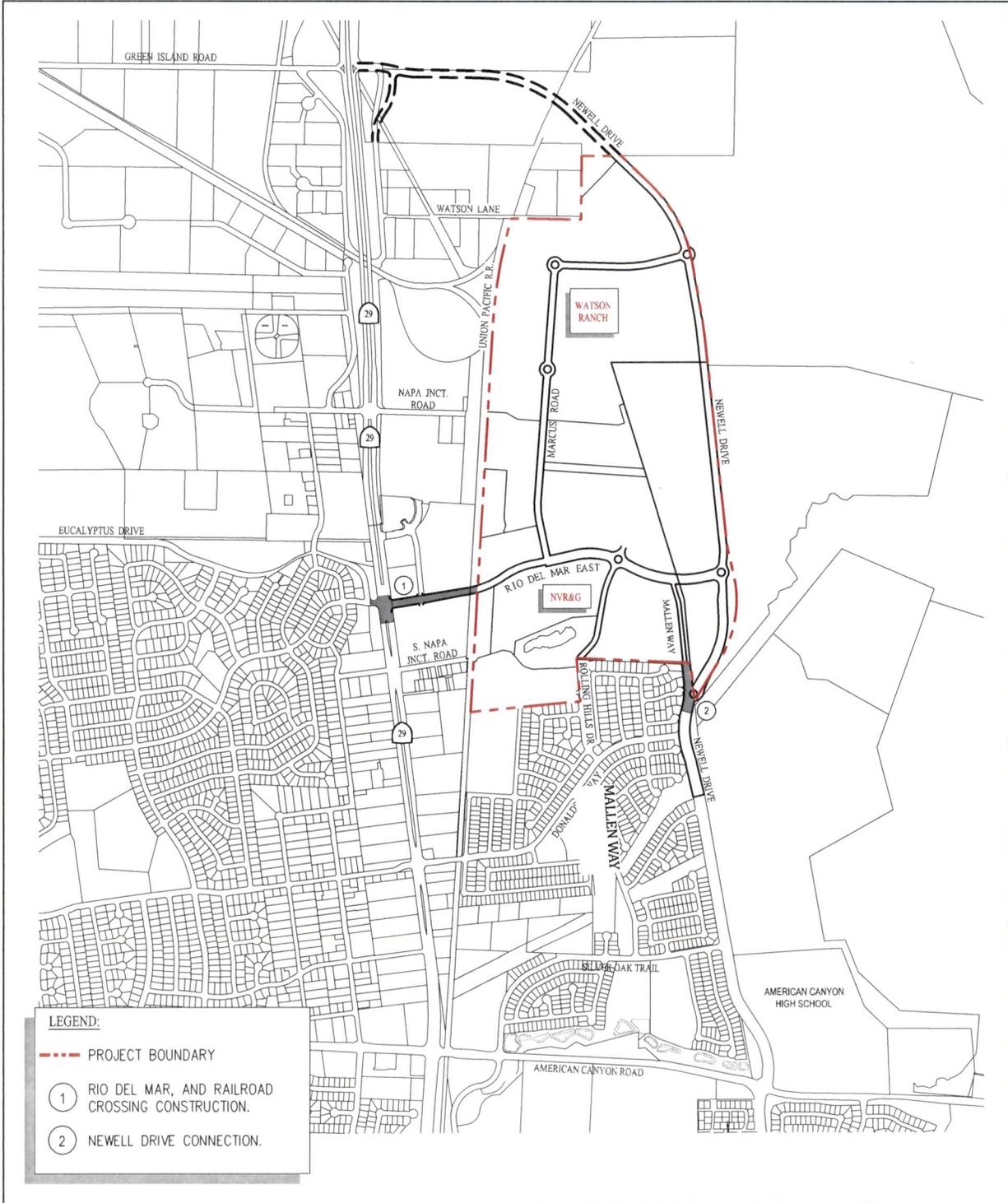


Figure 7.11: Summary of Off-Site Road Improvements

# CHAPTER 8 - INFRASTRUCTURE AND PUBLIC SERVICES

## 8.1 Introduction

This chapter addresses the proposed infrastructure system and public services for the Watson Ranch Specific Plan (WRSP) Area. Infrastructure includes the water, wastewater and storm water runoff systems. The Public Services refer to public facilities and services and utilities necessary to serve the area. These include some citywide system improvements that will benefit more than the properties within the WRSP Area. The majority of infrastructure improvements will be privately funded. When warranted, reimbursement or assistance in financing may be provided when improvements exceed the project requirements and pro-rata share of responsibility for system improvements (see Implementation Chapter).

## 8.2 Goals, Objectives, and Policies

**Goal 8A - To provide the infrastructure and public services required to support the WRSP Area without negatively affecting existing neighborhoods and residents of the City of American Canyon.**

Objective 8.1- Fully comply with the City of American Canyon “Zero Water Footprint Policy” in the development of the water supply and system for the WRSP Area.

Policy 8.1.1 - New potable water sources shall be identified, or existing water supply lines or uses shall be retrofitted to reduce water consumption so that the proposed development shall comply with the Zero Water Footprint Policy.

Policy 8.1.2 - New development shall comply with the City of American Canyon’s Model Water Efficient Landscape Ordinance and with the new water rules established on May 2015.

Objective 8.2 - Address on-site storm water drainage and retention through Low Impact Development (L.I.D.) standards and compliance with BASMAA and City of American Canyon requirements.

Policy 8.2.1 - On-site detention basins shall be efficiently sized to accommodate storm water flows from the project without adversely affecting downstream capacities.

Objective 8.3 - Provide improvements necessary to ensure sufficient downstream capacity in wastewater system.

Policy 8.3.1 - The proposed wastewater system shall be designed and sized accordingly to meet the project needs without adversely affecting downstream capacities.

Objective 8.4 - Provide solid waste recycling opportunities to reduce dependence on landfilling of solid waste.

Policy 8.4.1 - The existing solid waste collection and recycling service that exists within the City of American Canyon shall be extended to serve the project area.

Objective 8.5 - Provide state of the art telecommunication and technology infrastructure (e.g., fiber – optic cable) throughout the WRSP Area.

Policy 8.5.1 - City and developer shall work with telecommunications and cable television providers to provide the most advanced, market ready infrastructure for telecommunications and television. Necessary infrastructure shall be installed in the WRSP Area to facilitate upgrades in service as the technology becomes available.

## ON-SITE WATER IMPROVEMENTS

Proposed on-site backbone improvements include water lines ranging in size from 6-inch to 12-inch in diameter. The on-site improvements connect to the following infrastructure lines:

- Existing 12-inch water line (Zone 1) within Watson Lane.
- Existing water line (Zone 1) within the east side of Highway 29, at a location approximately 480 feet south of S Napa Junction Road.
- Existing 8-inch water line (Zone 1) within Summerwood Drive.
- Existing 8-inch water line (Zone 1) within Rolling Hills Drive.
- Existing 18-inch water line (Zone 3) within Newell Drive located north of the tank access road.

All of the facilities will be designed and constructed to meet the City of American Canyon Standards.

See Figure 8.2 – Water Infrastructure – On-Site Improvements.

### 8.3.2 SANITARY SEWER

A Sewer Flow Monitoring Capacity Study was prepared for the WRSP Area in August 2014 (V&A Report). Its findings presented two methods for estimating peak sewer flow demand. Using existing City criteria, the peak flow demand is estimated to be 1.28 mgd (million gallons per day). Using criteria that recognizes the reduced sewer flow that would occur as a result of the planned use of recycled water, the sewer flow demand is estimated to be 0.86 mgd. Both sewer flow results can be accommodated in the existing sewer main in American Canyon Road, if the existing sewer main in State Route 29 is upsized. The replacement and upsizing of the old sewer main in State Route 29, could significantly reduce the existing Inflow/Infiltration burden on the existing sewer system, and would offset most of the WRSP Area's increased burden on the City's wastewater treatment plant.

The City of American Canyon provides collection and treatment of the wastewater throughout the City. Wastewater is collected and directed to the Wastewater Treatment Plant on the east side of the City for treatment.

The following facilities are adjacent to the WRSP Area:

- 15-inch sanitary sewer line running behind the southern lots on South Napa Junction Road (east of State Route 29).
- 10-inch sanitary sewer line located along the west side of State Route 29.

- 6-inch sanitary sewer line running under State Route 29 that connects the 10" sanitary sewer (west side of State Route 29) to the 15-inch sanitary sewer (east side of State Route 29).
- 6-inch sanitary sewer line in Napa Junction Road.
- 8-inch sanitary sewer line in Summerwood Drive.

The WRSP Area connects to the existing 10" sanitary sewer in State Route 29. A portion of the WRSP Area also connects to the existing 8-inch sanitary sewer in Summerwood Drive. Based on existing flow information, pipe upsizing and replacement is necessary in State Route 29, replacing the existing 10" sewer line to 15" from approximately 500 feet south of South Napa Junction Road to American Canyon Road. The segment of this line from Donaldson Way to American Canyon Road is a City C.I.P. project, the cost of which to be borne by the C.I.P. A sanitary sewer lift station will be required on-site to help maintain a gravity sewer system throughout the WRSP Area.

Backbone on-site facilities will include gravity sewer lines ranging from 8 inches to 15 inches in size. Sewer facilities will be designed and constructed in accordance with City of American Canyon Standards.

See Figure 8.3 for the backbone sanitary sewer improvements.

### 8.3.3 RECYCLED WATER

It is estimated that the WRSP Area's use of recycled water will be approximately 250 acre-feet per year. The City currently has the capacity to produce 1,000 acre-feet per year of recycled water and given the current usage, there is sufficient capacity in the existing City recycled water treatment plant.

The City of American Canyon provides recycled water service. At present, limited recycled water facilities are located throughout the City and not all portions of the City contain recycled water infrastructure. There is a 12-inch recycled water line within Newell Drive just south of the WRSP Area that was installed with the Vintage Ranch development. This 12-inch mainline is served by a one-million-gallon recycled water tank located southeast of the site. A recycled water system in the WRSP Area will be tied in to the following facilities adjacent or proximate to the WRSP Area:

- 12-inch recycled water line in Newell Drive
- Recycled Water line in State Route 29
- 6-inch recycled water line in Watson Lane

As part of the on-site improvements, a 12-inch backbone recycled water system will be extended into the WRSP

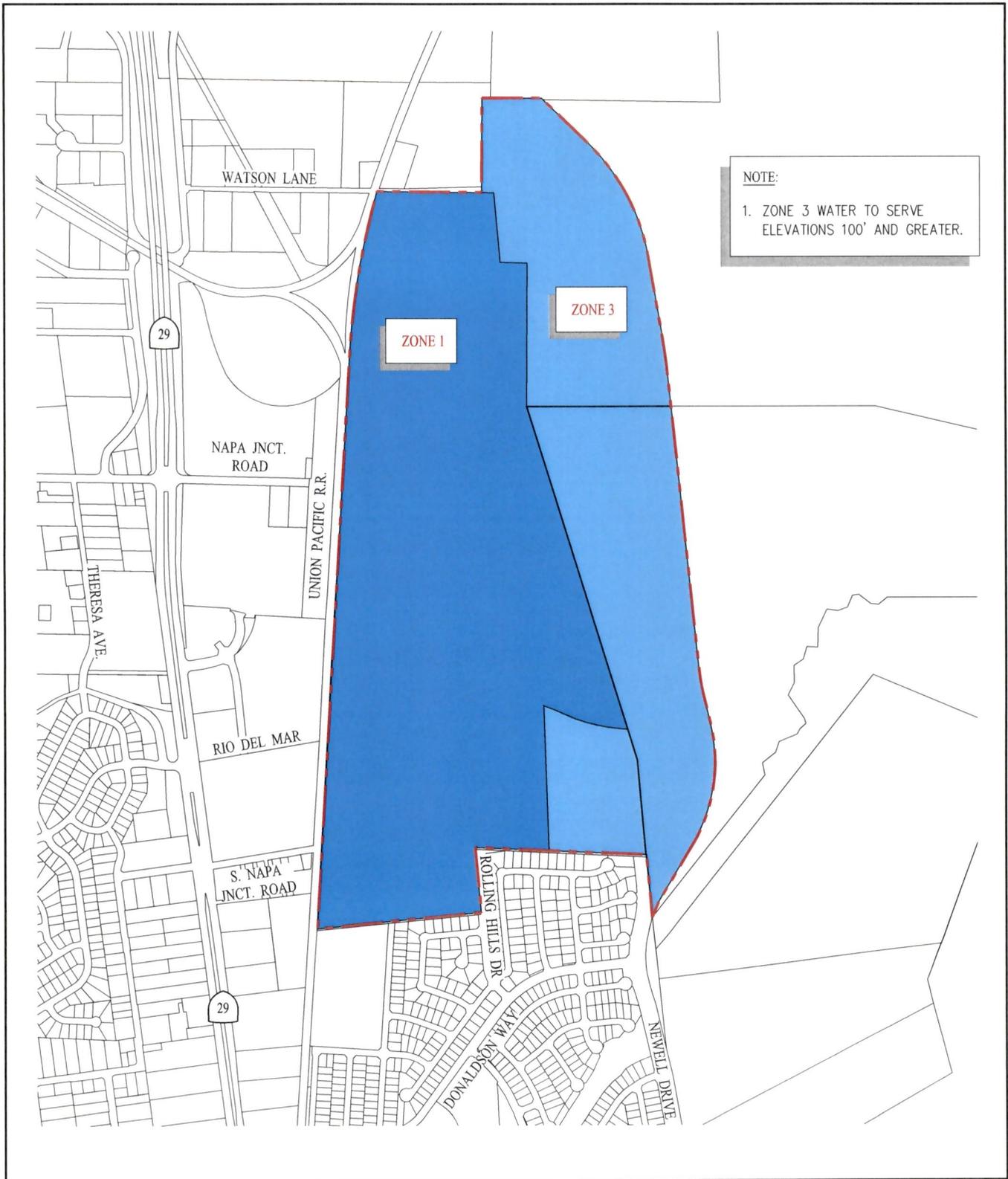


Figure 8.1: Water Service Zones

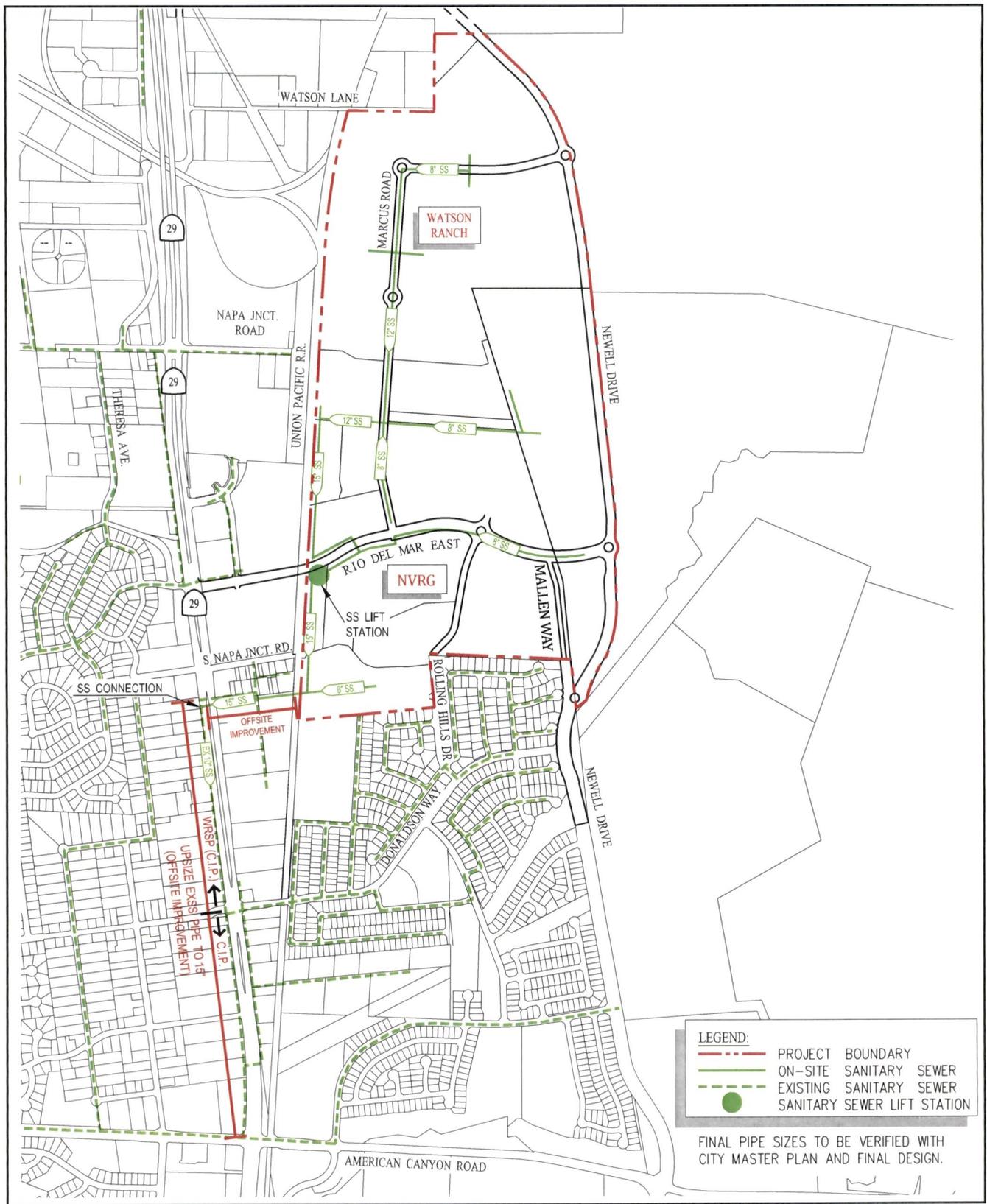


Figure 8.3: Sanitary Sewer Infrastructure Improvements

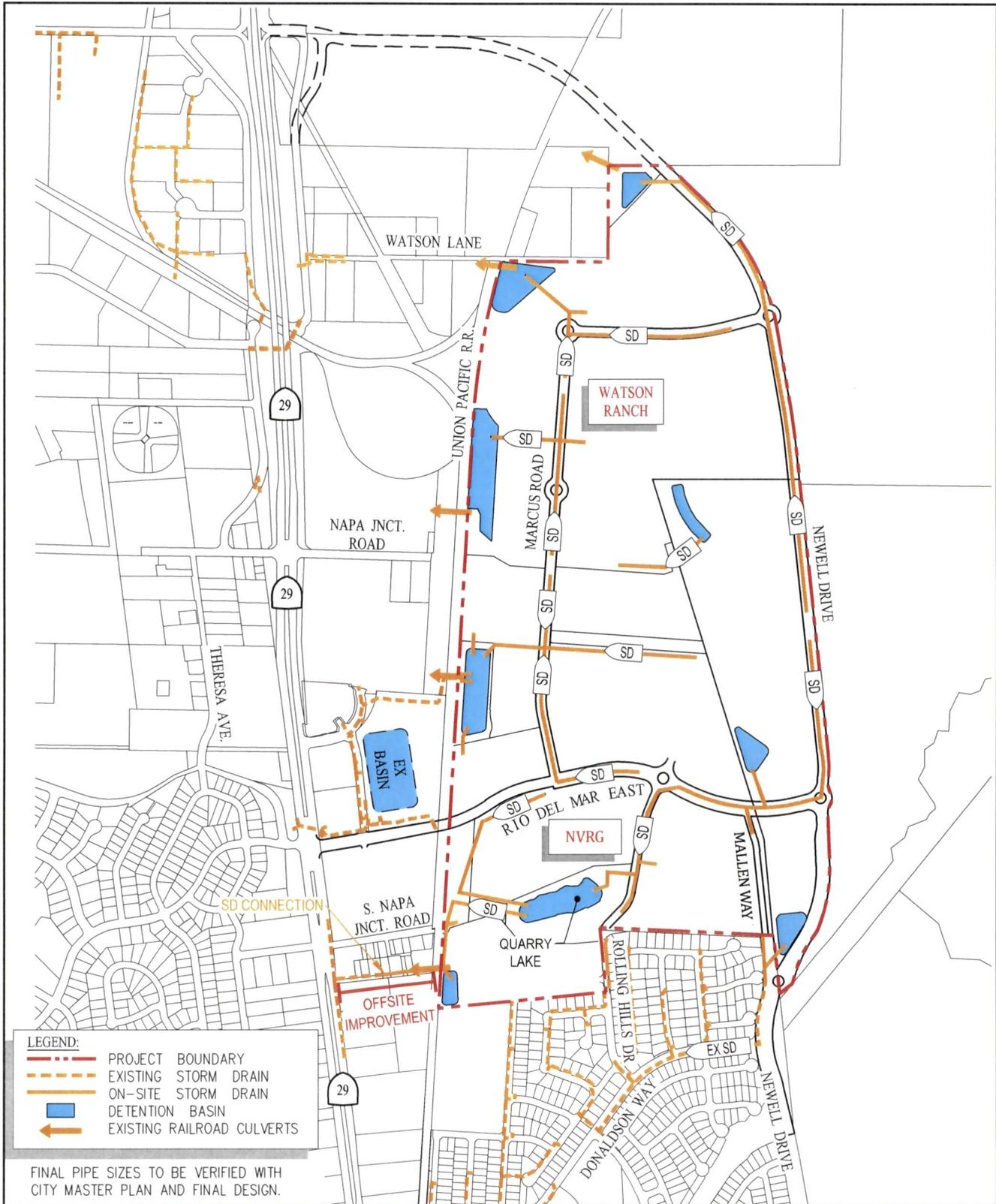


Figure 8.5: Storm Water Drainage Infrastructure

## **8.5 Off-Site Improvements**

### **8.5.1 OFF-SITE DOMESTIC WATER IMPROVEMENTS**

Off-site improvements will include the construction of a new Zone 3 (upper pressure zone) water tank to provide adequate supply, which is the responsibility of the City and funded by the C.I.P. This tank, along with a proposed Zone 1 tank have approved plans from the City. The Zone 1 tank (approximately 2.5 million gallons), which is not a part of the project, would be constructed next to the existing recycled water tank, north of the high school and southeast of the WRSP Area. The Zone 3 tank (2.0 million gallons), which is necessary to serve the portion of the WRSP generally east of the PG&E gas line alignment (see figure 8.1), will be constructed at a higher elevation to achieve required water pressure in a location southeast of the existing recycled water tank and Zone 1 tank site. The Zone 3 water tank will provide service to the upper pressure zone within the WRSP as well as other existing and future projects within the City. Zone 1 and Zone 3 water lines were installed from Newell Drive to the Recycled and the Zone 1 potable water tank site.

A 12" Zone 3 water line will be installed in Newell Drive from the southern boundary of the project to the existing 18" Zone 3 water line in Newell Drive located north of the tank access road. A 12" Zone 3 water line was also installed parallel to – and approximately 480 feet south of – South Napa Junction Road.

### **8.5.2 OFF-SITE SANITARY SEWER IMPROVEMENTS**

The WRSP Area will upsize the existing 10" sanitary sewer in State Route 29 between South Napa Junction Road and American Canyon Road to a 15" sanitary sewer line. The segment of this line from Crawford Way to American Canyon Road is a City C.I.P. project, to be funded by the C.I.P.

### **8.5.3 OFF-SITE RECYCLED WATER IMPROVEMENTS**

Off-site improvements include a 12" recycled water line south of – and running parallel to – South Napa Junction Road. A 12" recycled water line will be installed east of Watson Lane (east of the Railroad), connecting the WRSP Area to the existing 6" recycled water line in Watson Lane (ends at the Railroad), which is the responsibility of the City and funded by the C.I.P. Both of the WRSP Area's offsite recycled water connections will provide better redundancy in the existing City system.

### **8.5.4 OFF-SITE STORM DRAIN IMPROVEMENTS**

Off-site improvements include a connection from detention basins in the southwest corner of the WRSP Area to the existing storm drain located just east of State Route 29 and south of South Napa Junction Road, which is the responsibility of the City and funded by the C.I.P.

# CHAPTER 9 - IMPLEMENTATION

## 9.1 Introduction

This chapter fulfills the requirements of California Government Code Section 65451(a) (4), which requires that a Specific Plan include a program of implementation measures. This chapter shall serve as the program of implementation measures for the Watson Ranch Specific Plan (WRSP). It includes administrative procedures, public works projects, phasing and proposed methods of financing needed to carry out the WRSP.

The purpose of the implementation chapter is to ensure that:

- Public infrastructure and services are provided concurrently with private development.
- Adequate financing is in place to pay for the construction of necessary public facilities and improvements as defined in the Backbone Infrastructure.
- Adequate financing is in place to pay for the operation and maintenance of privately maintained facilities.
- Construction of public infrastructure by the city is coordinated with that constructed by the development.
- Consistency is achieved between the provisions of the WRSP and Development Agreement(s).
- Administrative procedures are in place to regulate development, in accordance with the standards and policies of the WRSP.
- Appropriate flexibility is provided to allow the project to respond to changing market conditions.

### **9.3.2 INFRASTRUCTURE PHASING**

Infrastructure shall be constructed to serve development with the WRSP Area. As such, infrastructure planning, development, construction, completion, operation and maintenance shall be commensurate with development within the WRSP Area.

Infrastructure improvements are described in Chapter 8.

The following maps (Figures 9.1 through 9.5) depict anticipated phasing of Backbone Infrastructure for the WRSP Area. These figures are for illustrative purposes only to indicate the general progression of infrastructure improvements anticipated through project completion. Actual phasing will be established in the adopted Development Agreement(s).

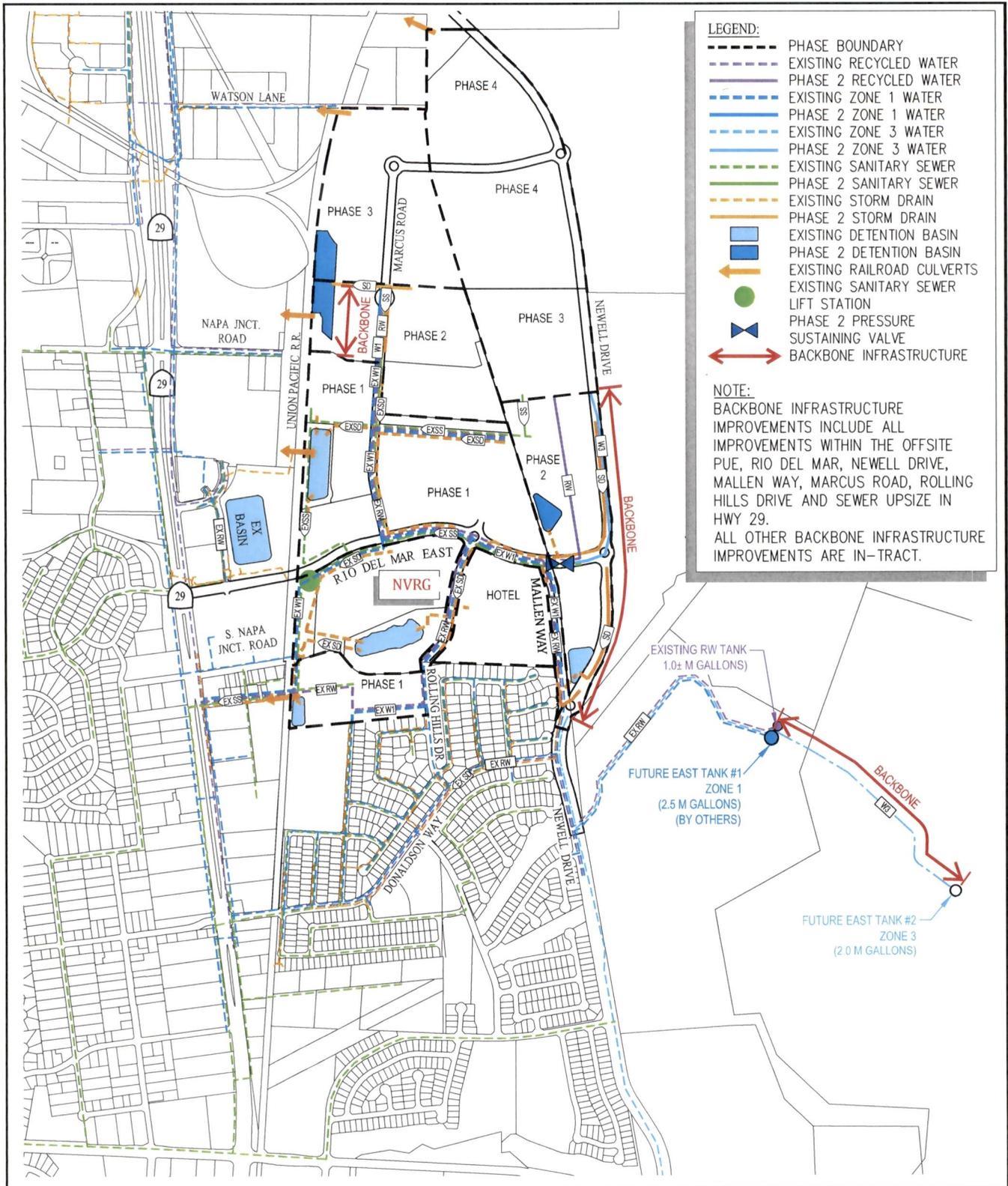


Figure 9.2: Phase 2 - Potential Infrastructure Improvements - Subject to Modification

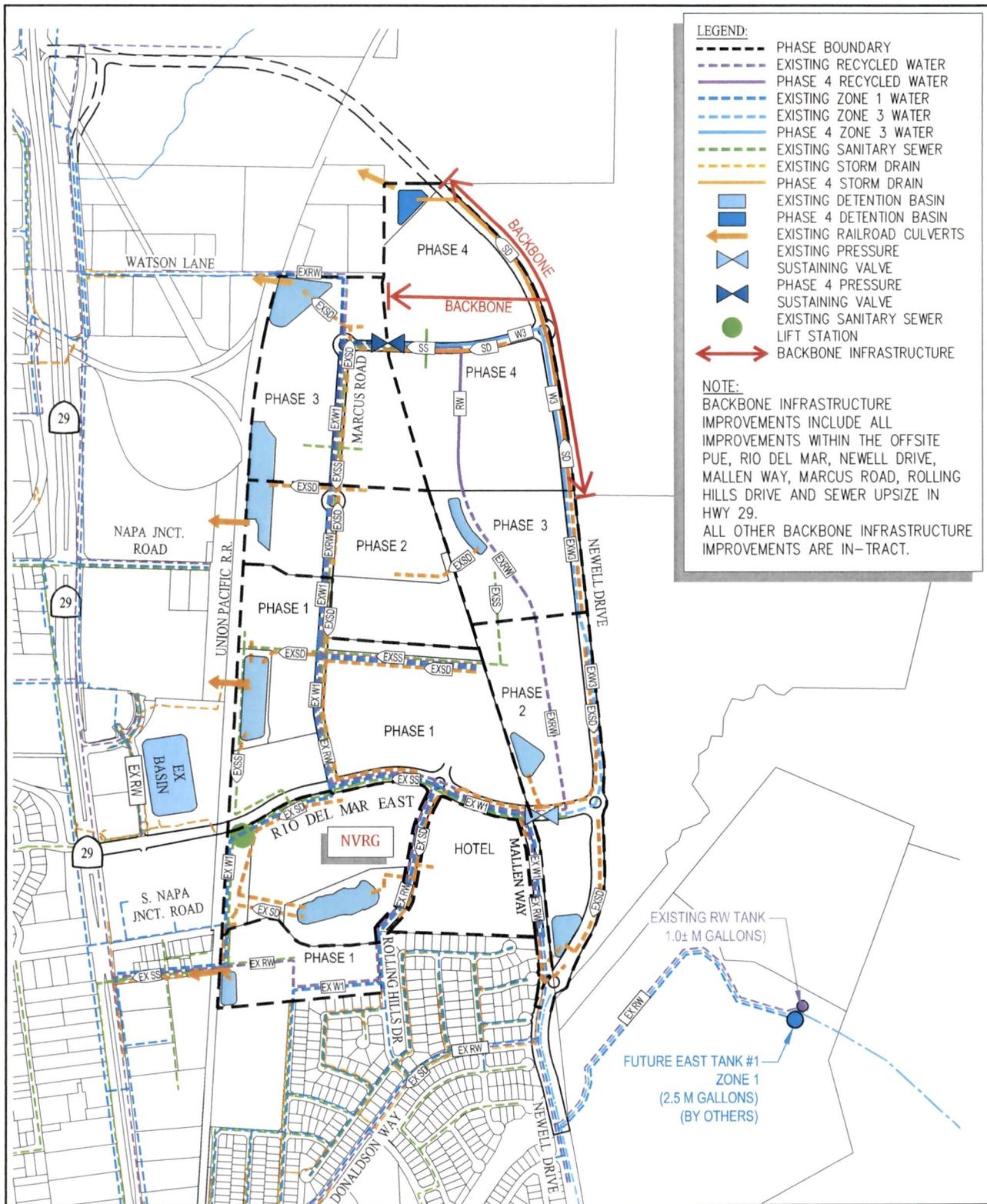


Figure 9.4: Phase 4 - Potential Infrastructure Improvements - Subject to Modification

### 9.3.3 PHASING OF LAND DEDICATIONS

#### 1. General

All land necessary for public improvements and facilities as required by the WRSP, shall be offered for dedication to the City of American Canyon in accordance with the timeframes generally described below and more specifically defined in the Development Agreement(s).

All land subject to dedication shall be offered for dedication at no cost to the City, unless otherwise agreed to by City and Owner and shall be free and clear of all liens and encumbrances that would preclude its intended use.

Land dedication requirements of any subdivision map or parcel map approved within the WRSP Area shall not exceed the standards of the Specific Plan or accompanying Development Agreement(s).

Certain required elements of the WRSP's public infrastructure is located outside of the Plan's boundaries, and on lands not owned by the property owner. The general location of such infrastructure elements are indicated in graphics in Chapter 7, Circulation, and Chapter 8, Infrastructure and Public Facilities. The City and the WRSP developers shall work collaboratively to secure such sites and rights-of-way necessary for critical backbone infrastructure.

#### 2. Land Dedication Conditions for First Final Map:

- Newell Drive as described in the approved Development Agreement(s)
- Rio Del Mar East from Newell Drive to the Western Project Boundary
- Associated road rights of way and utilities as described in the approved Development Agreement(s)
- Associated Parks and Open Space as described in the approved Development Agreement(s)

#### 3. Land Dedication Conditions of Subsequent Final Maps

- Associated road rights of way, utilities and associated Parks trails and open space areas as described in the approved Development Agreement(s)

### 9.3.4 PHASING OF PUBLIC AND QUASI-PUBLIC INFRASTRUCTURE

The public and quasi-public infrastructure in the WRSP Area is comprised of the streets, parks, open space, and trails. The Parks and Open Space areas will be provided in conjunction with the appropriate subdivision map and may include dedication with first subdivision map

and construction of subdivision improvements. Specific conditions and timing of improvements shall be described in the Development Agreement(s).

### 9.3.5 PHASING OF PRIVATE DEVELOPMENT

General Policies Regarding the Phasing of Private Development

1. NVRG is a development priority in the WRSP. Development of the NVRG may commence pursuant to the phasing plan as part of phase 1. If not initiated during phase 1 of the residential development, the NVRG must commence development in conjunction with the start of phase 2 of the residential development.
2. NVRG Property owner shall have the right to commence development of the NVRG at any time provided Backbone Infrastructure (as designated in the Phasing Plan) has been approved and is under construction.
3. Private development in a subsequent phase of residential development may commence before development of a previous phase is complete provided Infrastructure Backbone (as designated in the Phasing Plan) has been approved and is under construction.
4. Phase boundaries may be modified if necessary as development progresses, subject to the approval of the City and general consistency with the proposed phasing plan.
5. Multiple final maps may be filed with each phase of development when approved as part of the tentative map entitlement stage.
6. Dedication and construction (or the requirement to cause the finance and construction) of Rolling Hills Drive shall occur at the commencement of Phase 2 of the residential development.
7. Phase 1 of the WRSP residential development may commence without the completion of the Rio Del Mar East extension (off site improvement) subject to the approval of at least two points of access to the Phase 1 area. No more than 743 homes may be constructed without completion of the Rio Del Mar East railroad crossing and the connection to SR29. The 186 affordable housing units do not count towards this limit.
8. The Railroad crossing at Rio Del Mar East shall first be pursued for PUC approval as an at grade crossing. Should the at grade crossing not be approved, the grade separated crossing will be pursued.

## 9.4.2 INFRASTRUCTURE AND IMPROVEMENTS

The infrastructure requirements for the WRSP Area are composed of a variety of backbone infrastructure projects including land dedications, roadways, water supply improvements, and sewer infrastructure. The WRSP Area also includes a variety of other public facilities that have community benefits beyond the WRSP Area.

## 9.4.3 FINANCING PRINCIPLES AND POLICIES

The following principles and related policies will govern the funding of infrastructure and public facilities for the WRSP Area. The principles will guide future decisions regarding formation of financing entities, adoption of financing mechanisms, and project approvals.

*Note: The approved Development Agreement between AC-1 and the City of American Canyon establishes precise direction implementing the WRSP principles and policies. In any areas of conflict, the terms and conditions of the Development Agreement shall control.*

1. A financial analysis and funding strategy shall be prepared that identifies the private and public infrastructure and facilities (improvements) required for the WRSP Area, the allocation of these costs, and proposed methods for funding.

**Policy 1.1:** The financial analysis and funding strategy shall take into account the phasing and build out of the proposed development and all improvements needed to accomplish the development and their respective costs, and it should provide a financial analysis of all funding mechanisms proposed.

2. The WRSP shall not be a burden to existing residents and will cover the pro rata cost for development associated with the build out of the WRSP Area.

**Policy 2.1:** Funding mechanisms shall be established such that new development and property owners within the WRSP and in the City fund the infrastructure and facilities required to provide needed public services and utilities to the WRSP Area.

**Policy 2.2:** Existing residents within or nearby the WRSP Area should not be burdened with assessments or taxes to pay for new public facilities if no benefit is received. Any new assessments or taxes should be directly related to the benefit received and not place an undue burden on these residents.

**Policy 2.3:** City development impact fees should be reevaluated to determine the development impact

fee amount that new development outside the WRSP Area should have to pay toward infrastructure improvements and facilities included within the WRSP Area. Additionally, a partial or full impact fee credit may be granted for public infrastructure and facilities that are provided as part of new development in the WRSP Area (as further described in Policy 7 below).

**Policy 2.4:** Properties outside the WRSP Area that benefit from public improvements provided by the WRSP should contribute their fair share to public improvement funding.

3. Future development within the WRSP Area shall pay the costs of mitigating impacts of the WRSP development on existing facilities and infrastructure in other parts of the City as identified in the WRSP FEIR and Mitigation Monitoring Program and as set forth in the Development Agreement(s). Future development within the WRSP Area shall not pay the cost of addressing existing deficiencies in parks and all other public improvements in the City of American Canyon.

**Policy 3.1:** WRSP Area development shall mitigate offsite public infrastructure and facility impacts as specified in the WRSP Environmental Impact Report. WRSP Area development shall pay existing impact fees, help fund public improvements, or undertake needed public improvements in order to mitigate impacts on existing facilities and infrastructure in other parts of the City as defined in and determined by approved Development Agreement(s).

4. Infrastructure costs shall be allocated among WRSP Area and surrounding properties based on the principle of benefit received (fair share allocation or rational nexus).

**Policy 4.1:** The City shall establish, on the basis of the financial analysis, a fair-share cost allocation for required public improvements to be borne by all benefiting new development within and adjoining the WRSP Area. These public improvement cost obligations shall be funded by developer construction and dedication of improvements, as an area development impact fee, and/or included in a local land-secured financing district covering the WRSP Area.

**Policy 4.2:** The City shall identify land (e.g., right of way) requirements for public improvements and establish a "fair share" (average) allocation to all developers and property owners in the WRSP Area.

5. Total public infrastructure and financing costs in the WRSP Area should not exceed industry standards of financial feasibility or benefit/cost burden on property owners.

## **WATSON RANCH SPECIFIC PLAN AREA FEES, DEDICATIONS, AND EXACTIONS**

### **WATSON RANCH SPECIFIC PLAN IMPACT FEES**

WRSP impact fees may be enacted by a legislative body (i.e., city or county) through adoption of an ordinance. Such fees, if adopted prior to the development of the WRSP, do not require a public vote to be enacted, but they do require public hearings. WRSP fees must be directly related to the benefits received. They do not create a lien against property, but must be paid in full as a condition of approval. The principal use of these fees is to construct backbone infrastructure and facilities essential to the development of the WRSP Area that is not otherwise part of the City-wide impact fee program or other City funding source. WRSP fees are established so that all properties within the WRSP Area pay their fair share at the time they are developed. The WRSP fee effectively replaces a myriad of other funding devices (e.g. Area of benefit assessments, etc.). Proceeds may be used to reimburse property owners who pay up-front costs for facilities benefiting other properties.

### **DEDICATIONS AND EXACTIONS**

Under the Subdivision Map Act, developers may be required to dedicate land or make cash payments for public facilities required or affected by their project (e.g., road right-of-way). Dedications are typically made for road and utility rights-of-way, park sites, and land for other public facilities. Cash contributions are made for other public facilities that are directly required by their projects (e.g., payments for a traffic signal).

### **LAND SECURED FINANCING**

#### **SPECIAL ASSESSMENT DISTRICTS (1911, 1913, 1915 ACTS)**

California law provides procedures to levy assessments against benefiting properties and issue tax-exempt bonds to finance public facilities and infrastructure improvements. Assessment districts, also known as improvement districts, are initiated by the legislative body (e.g., city council), subject to majority protest of property owners. Assessments are distributed in proportion to the benefits received by each property as determined by engineering analysis, and form a lien against property. Special assessments are fixed dollar amounts and may be prepaid, although they are typically paid back with interest over time by the assessed property owner. Only improvements with property-specific benefits (e.g., roads, and sewer and water improvements) may be financed with assessments.

## **MELLO-ROOS COMMUNITY FACILITIES DISTRICTS**

California's Mello-Roos Community Facilities Act of 1982 allows for the creation of a special district authorized to levy a special tax and issue tax exempt bonds to finance public infrastructure, facilities and services. A CFD may be initiated by the legislative body or by property owner petition, and must be approved by a two-thirds majority of either property owners or registered voters (if there are more than 12 registered voters living in the area). Special taxes are collected annually with property taxes, and may be prepaid if prepayment provisions are specified in the tax formula. The special tax amount is based upon a special tax lien against the property. There is no requirement that the tax be apportioned on the basis of direct benefit. Because there is no requirement to show direct benefit, Mello-Roos levies may be used to fund improvements of general benefit, such as schools, fire and police facilities, libraries and parks, open space, detention basins, etc. as well as improvements that benefit specific properties. The provision also allows for the allocation of cost burdens to alleviate burdens on specific classes of development.

### **ENHANCED INFRASTRUCTURE FINANCING DISTRICT**

The Enhanced Infrastructure Financing District (EIFD) is a new financing tool (see Government Code Section 53398.50 et, seq.) providing broad authority to local agencies to use tax increment to finance a wide variety of projects ranging from infrastructure such as roads, bridges and wastewater facilities to parks and open space, affordable housing, and other community facilities. An EIFD can be used for a single street, in a neighborhood or throughout the entire City. With the WRSP Area being completely undeveloped, there is a unique opportunity to capitalize on the future tax increment value associated with the project build out to help fund significant infrastructure improvements associated with the WRSP Area. The City, working with the developers, will evaluate and initiate the use of an EIFD, as deemed appropriate.

### **LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS**

Landscaping and lighting maintenance districts (LLMDs) may be used for installation, maintenance, and servicing of landscaping and lighting through annual assessments on benefiting properties. LLMDs may also provide for construction and maintenance of appurtenant features, including curbs, gutters, walls, sidewalks or paving, and irrigation or drainage facilities. They may also be used to fund and maintain parks above normal park standards maintained from General Fund revenues. The City has an existing LLAD and may determine that the WRSP Area join the existing LLAD as a new zone.

**Action 2.3:** Establish infrastructure phasing based upon development priorities.

This task serves to ensure that a financially feasible and acceptable Financing Plan can be created to support development in the WRSP Area.

8. Establish preferred financing mechanisms.

Implementing the Financing Plan within the context of overall WRSP implementation may require that the City, or State Agency, establish a CFD or assessment district to help improve the developer's ability to meet the City's infrastructure requirements, both with regard to amount and timing of the improvements.

## 9.5 Maintenance of Common Facilities

Common facilities within the WRSP Area will include both public and private facilities. Determination of public versus private shall be established through the tentative map process. The City shall be responsible for maintenance of public facilities while private facilities shall be maintained under the framework of a Master Homeowner's Association, with sub-associations for individual neighborhoods as deemed appropriate.

## 9.6 Implementation Policies

### 9.6.1 ADMINISTRATION

#### 9.6.1.1 DEVELOPMENT AGREEMENTS

To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code sections 65864 et seq. ("Development Agreement Statute"), which authorizes the City to enter into a development agreement with any person having a legal or equitable interest in real property providing for the development of that property and establishing certain development rights in the property. The City of American Canyon Municipal Code Chapter 19.47 further establishes the authority for the City to enter into development agreements.

The Development Agreement by and between American Canyon 1, LLC (AC-1) and the City of American Canyon (Ordinance 2019-06) establishes the administration of the terms and conditions of the WRSP. The Development Agreement ensures predictable and equitable allocation of

costs of basic and shared infrastructure, reimbursements of improvement costs benefiting other properties, and provisions for reciprocal and mutually benefiting right-of-way dedications and grants of easements for public and private infrastructure. The administration of the terms and conditions of the WRSP for the development of property owned by the Newell Family may be established in separate development agreement(s) between the Newell Family and the City of American Canyon.

The Development Agreement is subject to future modification by a mutually executed document signed by the parties thereto. In the case of a conflict between the WRSP's description of the Development Agreement and the terms and conditions of the Development Agreement, the terms and conditions of the Development Agreement shall control.

### 9.6.2 ADOPTION

The WRSP was adopted by ordinance on October 16, 2018 (Ordinance 2018-08), in accordance with Section 19.17.070 of the American Canyon Municipal Code.

### 9.6.3 AMENDMENT

Amendment of the WRSP shall be done in the same manner as adoption of the WRSP. Pursuant to City of American Canyon Municipal Code Section 19.17.070 (D), the WRSP provides provisions for minor and major amendments.

#### 9.6.3.1 WRSP AMENDMENTS - MAJOR

Major WRSP Amendments are those determined by the Community Development Director to be changes that could significantly alter the design intent and vision of the WRSP or affect environmental impacts and approved mitigation measures. Major Amendments to the WRSP must be reviewed and approved by Planning Commission and City Council. The following will likely be considered to be a major WRSP Amendment:

- Introduction of new land use categories.
- Changes in the boundaries of the Land Use-Zoning categories in conjunction with the approval of a tentative subdivision map or parcel map, resulting in an increase or decrease in area of more than 20% or 5 acres, whichever is greater.
- Changes to the circulation system or community facility design which would materially affect a planning concept detailed in this WRSP, or this WRSP as subsequently amended.
- Density increases in excess of the maximum allowable stated density or Density Transfers in excess of limits set in Section 9.8 below.

prior to the expiration of the tentative maps. Multiple final maps may be filed with each phase of development when approved as part of the tentative map entitlement stage.

#### **9.7.1.2 IMPROVEMENT PLANS**

Implementation of the WRSP will require the submittal and approval of improvement plans by the City. Improvement plans must include detailed engineered grading, street improvement and utility plans for both on and off site improvements. All improvement plans shall comply with the requirements of the WRSP and other City standards not otherwise specified in the WRSP.

#### **9.7.1.3 DESIGN PERMITS - ARCHITECTURE AND SITE APPROVAL**

All Architecture and Site approvals require a Design Permit. Development proposals shall be consistent with the goals, policies and regulations of the WRSP and shall implement the Community Design Guidelines set forth in the WRSP, Appendix A. Architectural and Site Approval shall be required for all development within the Watson Ranch Area and shall be subject to review and approval of the City staff and Planning Commission pursuant to the City of American Canyon Municipal Code Sections 19.41.010 through 19.41.060. Applications shall provide a site development plan, architectural design drawings, landscaping plans and any other information deemed necessary by the American Canyon Community Development Director. All Design Permits may be processed concurrently with Tentative Tract Map application(s).

A single Design Permit may be processed for the NVRG Area. The Design Permit will include all that area defined as NVRG on Figure 4.2 and may include the adjoining open space properties and will include the Parking Management Plan (PMP). This Design Permit may serve as a master plan for the ongoing implementation of the NVRG.

#### **9.7.1.4 CONDITIONAL USE PERMITS**

Uses defined as conditional uses under each of the land use categories within the WRSP Area shall be subject to the City of American Canyon Municipal Code Section 19.42.020. An application for conditional use permit shall be submitted to the City of American Canyon for review by City staff and the Planning Commission. The Planning Commission shall review the application at a properly noticed public hearing and consider approval or denial of the Conditional Use Permit pursuant to the required findings set forth in 19.42.020 (D).

#### **9.7.1.5 OTHER APPROVALS**

Other approvals as may be required by the City of American Canyon and any other public agency having legal jurisdiction regarding development and use of property within the WRSP (e.g., final map approvals, execution of subdivision improvement agreements, building permits, certificates of occupancy, etc.).

#### **9.7.2 ENVIRONMENTAL REVIEW/CEQA EXEMPTION**

In advance of adopting this WRSP, the City of American City Council Certified an Environmental Impact Report (EIR) evaluating the significant environmental impacts associated with buildout of the WRSP and adopted mitigation and monitoring program which has been incorporated by reference into the WRSP.

Under the California Environmental Quality Act (CEQA), the WRSP is a "project" subject to evaluation of potential adverse impacts to the environment. The information obtained in a project's environmental review provides decision makers with the insight necessary to guide policy development, thereby ensuring that the WRSP's policies will address and provide the means to avoid potential environmental impacts.

Although the EIR and the WRSP are separate documents, it is important to note that the environmental review process has been an integral component of the planning process to ensure the WRSP's sensitivity to critical environmental concerns. The WRSP was reviewed as a project anticipated to be developed over an extended period of time. This approach enabled the City of American Canyon to comprehensively evaluate the cumulative impacts of the WRSP and consider alternatives and area-wide mitigation measures in conjunction with the adoption of the WRSP.

Subsection (a) of Government Code Section 65457 states: "Any residential development project, including any subdivision, or any zoning change that is undertaken to implement and is consistent with a WRSP for which an environmental impact report has been certified after January 1, 1980, is exempt from the requirements of Division 13 (commencing with Section 21000) of the Public Resources Code. However, if after adoption of the WRSP, an event as specified in Section 21166 of the Public Resources Code occurs, the exemption provided by this subdivision does not apply unless and until a supplemental environmental impact report for the WRSP is prepared and certified in accordance with the provisions of Division 13 (commencing with Section 21000) of the Public Resources Code. After a supplemental environmental impact report is certified, the exemption specified in this subdivision applies to projects undertaken pursuant to the specific plan".

# APPENDIX A: DESIGN GUIDELINES

## A.1 Purpose and Intent of the Design Guidelines

The Watson Ranch Specific Plan (WRSP) design guidelines seek to create a unique, memorable identity to reinforce the City of American Canyon as a destination within Napa County.

This design direction utilizes simple forms with an architectural palette appropriate to wine country living. The design guidelines are statements that describe the desired visual character within the WRSP. They are working tools that implement the Vision and Design Strategy provided in Chapter 4. The design guidelines address issues that are primarily aesthetic in nature.

The design guidelines establish a range of encouraged design approaches while allowing for flexibility and innovation. The design guidelines are designed to provide the City of American Canyon with the necessary assurance that the WRSP Area will develop in accordance with the quality and character proposed herein; and to provide guidance to City staff, the Planning Commission, and the City Council in the review of future development projects in the WRSP Area.

The design guidelines address each land use: Napa Valley Ruins & Gardens Mixed Use (MU), High Density Residential (HDR), Medium Density Residential (MDR), Parks, and Open Space; and general categories of community monumentation, as well as walls and fencing. The intent of the design guidelines is to encourage innovative, quality design for all areas of the WRSP Area.

Per City of American Canyon Code, all development proposals must be reviewed by the Planning Commission. Any changes to a building and/or facade for any land use submitted after Planning Commission approval should be reviewed and approved administratively by the planning director or the designee. Should they deem that there has been too great a modification to the plans previously recommended for approval by the Planning Commission and approved by City Council, then the particular building elevations shall be re-submitted for review and approval.

## A.2 Sustainability Design Guidelines

The sustainability of a community depends on creating and maintaining its economic and environmental health. It is important that for communities to be successful, they develop principles and a collective vision for the future that applies an integrative approach to environmental, economic, and social goals. The WRSP aims to achieve a high level of sustainability incorporating a three tier approach to sustainability through an effective management of resources at all levels of planning, design, and construction.

### TIER 1 DESIGN GUIDELINES

The first tier involves using sustainable principles in community design and overall master planning. An integral relationship exists between how a community is planned and developed through its form, configuration, and use along with its capacity to meet its social, environmental, and economic needs. Community form, which represents the needs and priorities of the community, directly influences community capacity to sustain itself into the future. The sustainability design guidelines used in the overall planning of the WRSP Area include:

- Vehicle miles travelled should be reduced through the provision of a mixed-use community that accommodates a wide range of uses.
- A wide range of housing types should be provided that allow for varied housing opportunities.
- Non-vehicular circulation should be emphasized through the creation of compact, interconnected walkable blocks.
- A healthy lifestyle should be promoted through an integrated system of trails and pedestrian connections.
- Narrow street sections should be provided to reduce surface runoff and reduce urban heat island effect.

- o Protection and preservation of native species and natural vegetation
- o Disease and pest resistance
- o Water-conserving plant and turf species
- o Selection of plants from the East Bay Municipal Water District's "Plants and Landscape for Summer-Dry Climates" as the primary reference.
- Plant materials should be selected that promote a diversity of flora and fauna.
- Recycled water for landscape should be considered to reduce the consumption and demand of potable water.
- Pursuant to Zoning Ordinance Chapter 19.22.040 no turf is permitted in front yards and in other areas turf areas should be minimized.
- Low impact development principles should be implemented to reduce the impact of the development on the natural environment.
- Incorporate infiltration beds, swales, and basins into the design of a project to allow water to collect and soak into the ground, as required by local agency.
- Utilize pervious or porous surfaces (permeable pavers or blocks) to minimize runoff.
- Encourage the use of rain harvesting or catchment technologies (rain gardens, canisters, etc.)
- Projects shall incorporate The City of American Canyon Model Water Efficient Landscape Ordinance (MWELo) into the design.

## A.2.1 SUSTAINABLE LANDSCAPE

Sustainable landscape practices proposed for the WRSP Area may include Low Impact Development techniques, innovative irrigation technologies and water conservation, drought-tolerant landscape, and energy conservation.

### A.2.1.1 LOW IMPACT DEVELOPMENT (LID) LANDSCAPE

The term LID refers to storm water management techniques that use vegetation and open space to optimize natural hydrologic processes and reduce stormwater runoff.

Areas incorporated within the WRSP Area that provide treatment include NVRG, parks, community gardens, detention basins and open space. All project areas should incorporate the following sustainable landscape practices:

- Large canopy street trees should be used wherever appropriate to intercept rainwater, encourage root uptake, and facilitate evapotranspiration.
- Bio-retention systems in conjunction with vegetated swales should be incorporated where appropriate in open space and other landscape areas.
- Where space allows, residential areas should include landscape treatments that provide on-lot detention, filtering of rainwater, and groundwater recharge.
- Where suitable, permeable surfaces such as unit pavers, turf block, gravel and permeable concrete, should be used in place of paving;
- Tree and plant species for bio-retention and bio-swale areas should be selected from the approved plant palette shown in Appendix A.

### A.2.1.2 IRRIGATION AND WATER CONSERVATION

Irrigation systems should be designed to conserve water resources by efficiently and uniformly distributing water. Less watering, fertilizing, and chemical control required for landscape design reduces the need for irrigation and associated water use.

- Irrigation design should follow California Department of Water Resources ordinances, Napa County Water Ordinances and tailored to the climate of American Canyon.
- Irrigation should be provided for plant establishment.
- All public areas, rights-of-way, and community landscaping should have an automatic irrigation system.
- Use of low volume spray heads and drip irrigation systems should be maximized.
- New irrigation techniques and drip irrigation systems should be used for efficient delivery of water.
- Irrigation design should accommodate hydrozones accordingly, separating high, medium and low water-use plants.

### A.3.1 OVERALL LANDSCAPE DESIGN GUIDELINES

The following design guidelines pertain to all initial planting within the WRSP Area. As applicable, landscaping within the WRSP Area will be subject to any special requirements identified by soils or inherent drainage conditions.

- Plant materials should be selected from the plant palettes in Appendix A, with an emphasis on native and adaptive plants, where appropriate.
- Substitutions or additions may be considered based on the suitability of the species in terms of similarity of form, adaptability, tolerance to site soils, climatic conditions or water quality, or other pertinent characteristics.
- The plant list is not intended to be exhaustive but to provide a clear guide for selection.
- Additional plants may be used that are compatible with this list and are consistent with the intent of these Guidelines.
- Plant selection should emphasize the use of drought-tolerant, long-lived plant species that are well adapted to the climatic and soils conditions of the site.
- Planting design should consider year-round interest and seasonal character through the careful use of flower, leaf color and texture.
- Landscape design should provide effective screening of parking areas, retaining walls, utility enclosures, utility cabinets, service areas, or transportation corridors to reduce negative visual impacts.
- Screening landscape should incorporate evergreen plant species in order to maintain year-round leaf cover.
- Plant selection should avoid the use of tree species with invasive root systems near utility lines and paving and avoid the use of non-native, invasive species that may spread into open space areas.
- Street trees should be placed in parkway strips between the curb and sidewalk, with drought tolerant shrub and ground cover plantings to encourage sidewalk use.
- Pedestrian trails or walkways with ornamental plantings may provide enhanced landscape within the various neighborhood communities.
- Landscaping is required where development is visible from major public roadways and public facilities including trails.
- Tree planting location and species should consider the need to preserve solar access, views, and fire safety requirements.
- All plants should be carefully selected to avoid toxic species that could be harmful to children or cause allergic reactions.
- Landscape plans for all areas where the developer is required to install landscaping should be prepared by a landscape architect registered to practice in the State of California.



*Edible Landscape*



*Community Garden*

in the use of ornamentation. Materials such as smooth stucco, wood, and metal roofing should be used. Detailing should be of wood and metal. A mix of rich but muted colors with bold accents can provide vibrancy to a streetscape. Form-based architecture should result in simple structures where gable and shed roofs with tower elements should be used as accents and focal points.

#### A.4.2.1 CREATE VARIETY ALONG THE STREETScape

Creating building relationships and massing that demonstrate variety and individuality will add to the sense of place.

- There may be a mix of two and three story homes within the community.
- Unvarying repetitive facades that present a monolithic development should be avoided.

- Where practical, windows should be placed to minimize privacy conflicts.
- Visual interest in the streetscape should be created through building articulation and a variety of forms between buildings.
- There should be varied wall plane lines.
- There should be publicly visible balconies, veranda, porches, and arcades.
- Front porches should be sufficiently sized to be usable.
- There should not be repetitive, unarticulated building forms.
- Unarticulated roof forms should not be set on a constant wall plate height.



*Appropriate use of accent material to create a signature architecture style*



*Stucco finish with metal roof*



*Appropriate change of materials to accent design intent*



*Smooth stucco finish with accent material*

### A.4.3.1 WALLS AND FENCING

Fences and walls should be built according to the design criteria and be of the materials indicated in these Design Guidelines. Retaining walls over eighteen (18) inches in height should be of masonry or poured in place concrete construction, and any retaining wall over three (3) feet shall not be installed without structural calculations developed by a structural engineer. All wall locations, heights, and finishes shall require approval of the City of American Canyon.

Fencing and walls at property lines, and between neighborhoods and adjacent to land uses are highly visible and are a major component of the visual landscape. The goal of fencing and walls in the WRSP Area is to maintain an open park setting that unites and blends private landscape with the lake, parks, open spaces and urban areas while providing a sense of privacy and security to homeowners with sound attenuation.

### A.4.3.2 RESIDENTIAL LANDSCAPE GRADING AND DRAINAGE

All site surface drainage from private landscapes should be conducted to a storm water quality treatment system by the Builder.

Mounding and earth berms are discouraged as part of Private Landscape design.



*Variety of shrubbery*

### A.4.3.3 RESIDENTIAL LANDSCAPE IRRIGATION

The WRSP is committed to water conservation and the efficient use of water through innovative and accepted irrigation practices. Irrigation designers shall use current water use guidelines and tables, state-of-the-art irrigation equipment, and automatic controllers capable of multiple programming.

- Drip irrigation is encouraged particularly in small planting areas.
- Overhead irrigation systems may be used in larger planting areas.
- Overspray onto paving, fences or walls should be avoided and soil erosion should be minimized by the use of in-line or in-head check valves.
- Turf areas should be irrigated by an overhead spray or rotor system or by subsurface irrigation drip tubing. Overspray onto paving, fences or walls should be avoided and soil erosion should be minimized by the use of in-line or in-head check valves.
- All valves and equipment should be located adjacent to buildings where feasible and visually screened from public view.
- No irrigation equipment should be located in such a way so as to create a safety hazard to persons or property.
- Operating manual and scheduling charts should be provided to all Homeowners, Maintenance Companies, Associations, or Agencies.



*Appropriate landscaping adjacent to sidewalks*

PLANT COMMUNITY

BOTANICAL NAME	COMMON NAME	PLANT COMMUNITY						EDIBLE	LOW WATER USE
		RESIDENTIAL NEIGHBORHOOD	NEIGHBORHOOD PARKS	PARKS & OPEN SPACE	OPEN SPACE BUFFERS	QUARRY LAKE PARK	NAPA VALEY RUINS & GARDENS		
<b>TREES</b>									
Arbutus 'Marina'	NCN								
Arbutus unedo	Strawberry Tree								
Betula pendula	European White Birch								
Camellia	Camellia								
Carpinus fastigiata	European Hornbeam								
Cedrus deodara	Deodar Cedar								
Cercis canadensis	Eastern Redbud								
Citrus sp.	Orange/Kumquat								
Cupressus sempervirens	Italian Cypress								
Eriobotrya deflexa	Bronze Loquat								
Ginkgo biloba	Maiden Hair Tree								
Lagerstroemia faurei	Crape Myrtle								
Laurus nobilis 'saratoga'	Grecian Laurel								
Liquidamber styraciflua 'festival'	American Sweetgum								
Magnolia 'St. Mary's'	Magnolia								
Malus sp.	Apple								
Maytenus boaria	Mayten Tree								
Melaleuca sp.	Paper Leaf Tree								
Melaleuca quinquenervia	NCN								
Olea europaea	Olive								
Palm trees	Palms								
Pistacia chinensis	Chinese Pistache								
Pinus eldarica	Japanese Black Pine								
Pinus pinea	Italian Stone Pine								
Platanus acerifolia 'Columbia'	London Plane Tree								
Populus nigra 'Italica'	Lombardy Poplar								
Prunus sp.	Cherry/Plum								
Prunus sargentii 'columnaris'	Sargent's Cherry								
Punica granatum	Pomegranate								
Pyrus calleryana 'Chanticleer'	Flowering Pear								
Pyrus calleryana 'Bradford'	Flowering Pear								
Quercus agrifolia	Coast Live Oak								
Quercus lobata	Valley Oak								
Quercus virginiana	Southern Live Oak								
Tilia cordata	Little Leaf Tilden								
Ulmus parvifolia 'True green'	Chinese Elm								

<b>GROUNDCOVER</b>													
Abelia Prostrate Form	NCN												
Arctostaphylos spp.	Prostrate Manzanita	Yellow	Light Green	Dark Green	Light Blue	Light Purple	Red						Brown
Ceanothus spp.	Prostrate Wild Lilac		Light Green		Light Blue								Brown
Coprosma spp.	Coprosma	Yellow											
Cotoneaster spp.	Cotoneaster		Light Green	Dark Green		Light Purple	Red						Brown
Fragaria chiloensis	Wild Strawberry	Yellow	Light Green	Dark Green									
Fragaria x ananassa	Garden Strawberry		Light Green	Dark Green	Light Blue	Light Purple	Red			Yellow			Brown
Juniperus spp..	Juniper			Dark Green									Brown
Lantana montevidensis	Lantana	Yellow	Light Green			Light Purple	Red						Brown
Myoporum parvifolium	NCN		Light Green	Dark Green		Light Purple							Brown
Rosa spp.	Groundcover Rose												
Rosmarinus spp.	Rosemary				Light Blue					Yellow			Brown
Salvia spp.	Sage				Light Blue					Yellow			Brown
Tuecium spp.	Germander						Red						Brown
Thymus spp.	Thyme		Light Green	Dark Green			Red			Yellow			Brown
Trachelospermum asiaticum	Jasmine	Yellow											
Verbena spp.	NCN	Yellow	Light Green				Red						
<b>GRASSES</b>													
Acorus spp.	Forest Grass	Yellow											
Carex spp.	Sedge	Yellow	Light Green	Dark Green			Red						
Eleocharis spp.	Spike Rush	Yellow	Light Green	Dark Green			Red						
Festuca spp.	Fescue	Yellow	Light Green	Dark Green	Light Blue		Red						
Juncus spp.	Rush	Yellow	Light Green	Dark Green			Red						Brown
Leymus spp.	Wild Rye	Yellow	Light Green	Dark Green		Light Purple	Red						Brown
Miscanthus spp.	Eulalia Grass	Yellow	Light Green	Dark Green	Light Blue	Light Purple	Red						Brown
Muhlenbergia capillaris	Hairy Awn			Dark Green	Light Blue	Light Purple	Red						Brown
Pennisetum spp.	Fountain Grass	Yellow	Light Green	Dark Green	Light Blue	Light Purple	Red						
<b>TURF</b>													
Fescue Turf	Fescue	Yellow	Light Green	Dark Green	Light Blue	Light Purple	Red						
Festuca rubra	No-Mow Fescue	Yellow	Light Green	Dark Green	Light Blue	Light Purple	Red						

- No direct view to light sources should be visible from off site.
- Where lighting is provided, fixtures should utilize house side shields and cut-off optics to reduce light spill over the property line.
- Pedestrian pole light fixture locations should not conflict with the pattern of tree planting along the roads and parking lots.
- Pole-mounted lights should be used sparingly in the Civic Park Plaza and the use of illumination encouraged for pedestrian circulation and less ambient light at night.
- Illuminated bollards should be used primarily along pedestrian pathways to encourage evening strolls.
- Accent lighting should also be used sparingly and primarily for the use of highlighting nodes or destination spaces.

#### A.4.6 RESIDENTIAL MAILBOX DESIGN GUIDELINES

- Mailbox materials should be consistent with architectural theme.
- Multibox stations should be designed to replicate architectural details and colors.

## A.5 Napa Valley Ruins & Gardens Design Guidelines

The mixed-use NVRG is a unique area made up of several different uses including retail, residential, office, commercial, visitor service including hotel and events center, entertainment, recreation, civic, and community facilities. This blending of uses creates an urban fabric with distinct, yet connected areas.

As the “heart” of the WRSP Area, the NVRG creates the hub of activity for the overall community. The quality of design is important to the perception of the Watson Ranch community. Architecture and landscaping should create a village atmosphere where people are comfortable to mix and mingle and desire to return to over and over again.

### A.5.1 COMMUNITY CHARACTER DESIGN GUIDELINES

The NVRG will create a strong focal point for the new community. While having the flexibility to be the setting for community gatherings and special events, the area must also provide for comfortable, more intimate resting spaces. This is a place where all residents and visitors should feel comfortable whether they are a participant in an activity such as an art fair or street performance, or quietly sipping coffee, spending time with family, shopping, people watching or playing checkers.

#### A.5.1.1 THE PEDESTRIAN ENVIRONMENT

NVRG should create an environment where people are comfortable walking and spending time, and should incorporate the following Design Guidelines:



*Linear outdoor seating, along sidewalks*



*Enclosed outdoor seating, in a courtyard*

ruins as well as from the vineyard heritage of Napa County. Even though the ruins are over 100 years old, their simple shapes form a very contemporary backdrop for the community.

### A.5.2.1 BUILDING ENTRANCES

- Buildings should be oriented to face streets or other public spaces.
- Entrances should be well marked, articulated, and oriented to streets and open space.
- Entrances should provide opportunities to create unique addresses along the street through use of elements such as distinctive form, detail, materials, color, ornament, lighting and signage.
- Street addresses should be clearly displayed and must comply with applicable sign regulations (see Section 6.5 for signage regulations).
- Entrances to uses above the ground floor should be identifiable as building entrances.
- The design of a secondary side or rear entry should be architecturally related to the front entry and enhanced with detailing, trim, and finish consistent with the character of the building.

### A.5.2.2 MASSING AND FORM

- Roofs should match the building in terms of style, detailing and materials and should contribute expressive and interesting forms that add to the overall character of its environment.

- The location, spacing, materials, and colors of downspouts, gutters, scuppers, and other roof drainage components should be incorporated into the architectural composition of the façade and roof. Downspouts should be concealed within walls or located to harmonize with window spacing and façade composition.
- Any mechanical penthouses and stair towers should appear as integrated building forms and shall be structures that complement the design of the building through the use of similar materials, colors, finishes and architectural details.
- Rooftop equipment should be located away from the street edge and/or screened so that it is not visible from streets or other public spaces. Screening should complement the design of the building through the use of similar materials, colors, finishes and architectural details and appears to be an integral part of the building's form.
- Attached equipment such as solar collector panels, antennas, satellite dishes, etc. should be integrated into the project architecture or screened from view.

The main area of the ruins creates a series of cloisters. New buildings within the cloisters of the ruins should have a contemporary aesthetic.

- Any building within the southern cloister should have a prominent roof shape that pays homage to the roof structure on the round building. This bold form would create a focal point within the ruins complex.



*Use of trellis / awning to weather protection and to lend a pedestrian scale to street level*



*Long walls punctuated with 3 dimensional details*

- Architectural enclosures should be designed as integral elements of the building architecture
- Long unbroken forms and flat planes are discouraged.

Buildings facades facing public spaces should incorporate 3-dimensional facade elements that lend a pedestrian scale to the street level.

- Trellises or permanent awnings should be incorporated where appropriate for shade and weather protection.
- Arcades, wide overhangs, deep reveals, permanent awnings, etc. should be used.

Roof design should be integral to the overall building design.

- Parapets should screen rooftop mechanical equipment from ground level view.
- Tower elements should be included at key locations to provide points of interest along the streetscape.
- Roofline variation should be created by differing plate heights.

#### A.5.2.4 BUILDING MATERIALS

Building materials should be appropriate to the community character and suited to commercial construction.

- Materials such as stucco, masonry, storefront glazing and well-detailed precast concrete should be used.
- Accent materials such as brick, stone, tile, and anodized or painted metals should be used.



*Materials reflect the industrial history of the site*



*Facades facing public spaces with articulation*



*Color and material relate to the context*

- Olive trees should be planted in rows symbolic of orchards in Italy and the Napa Valley.
- Lavenders, roses, and evergreen groundcovers should be primarily used to enhance entries, highlight sitting areas, and line walkways.

### A.5.3.2 NVRG STREET FURNITURE/ SEATING DESIGN GUIDELINES

Street furniture will add to the unique architectural environment of the NVRG.

- Street furniture should be designed to foster comfortable, accessible, interactive public areas.
- Street furniture should be constructed of durable non-weathering materials utilizing recycled or eco-friendly materials where practical.
- Seating should be provided with a variety of furnishings such as benches, chairs, and low walls with landscape features such as salvaged plinths.
- Other street furniture should include waste and recycling receptacles, decorative planters and pottery, bicycle racks, flag poles, and drinking fountains.

### A.5.3.3 NVRG PARKING LOT LANDSCAPING DESIGN GUIDELINES

- Landscaping for parking areas should include large dome-shaped canopy trees to provide shade in hot summer months while allowing winter sun exposure.
- Parking lot trees should have root barriers.

- Understory planting should be primarily with low-growing (+24"), drought tolerant, evergreen groundcover or grasses.

## A.5.4 NVRG LIGHTING DESIGN GUIDELINES

These lighting design guidelines provide criteria that will provide a comfortable level of illumination that meets the community's needs for orientation and safety in a way that complements the aesthetic qualities of the architecture and surrounding environment. A family of light fixtures is selected for the development that recognize the different qualities of the land uses while creating a consistent design theme throughout the community. The quality of the light fixtures, the lighting intensity and source controls provide criteria that will establish a high quality experience to this important aspect of design.

### A.5.4.1 LIGHT FIXTURE DESIGN GUIDELINES

- High efficiency fixtures and sophisticated optics are encouraged to direct light where it is needed without creating excessive glare.
- Long lasting high pressure sodium lamps are suggested to minimize energy use and lamp replacement.
- Lights should be placed where they are needed for specific uses, rather than a continuous foot-candle requirement across the site, allowing for the appreciation of the dark sky in the residential neighborhoods.
- To preserve the quality of a dark sky at night, high intensity light fixtures should include a shielded light source that reduces the view to the light source.



*Lighting integrated to the landscape to highlight gathering spaces*



*Unique signage*

All signage within the WRSP Area shall conform to the specific requirements, spirit, and intent of the City of American Canyon code provisions regulating signage, unless otherwise stated. If there are any inconsistencies between the City of American Canyon regulations and the WRSP, the guidelines in the WRSP will take precedence.

### 5.5.1 GENERAL SIGN DESIGN GUIDELINES

The building architecture should be designed to accommodate signage and other graphics as an integral part of the building design.

- Illuminated signs should be fixed and directed to control and avoid light pollution
- Individual letter characters are encouraged.
- Metal signs may be made of aluminum, brass, bronze, copper, or stainless or welded steel.
- Raised “Halo” letters on building face; pedestrian oriented blade signs; sculptured cantilevered signs; non-internally lit signs with lighting from a secondary source; and artistic neon signs backed by building face or storefront are encouraged.
- Signage is intended to be unique and original for each establishment and executed with a high degree of craftsmanship.



Community art

## A.6 Community Art and Monumentation

### A.6.1 COMMUNITY ARTS PROGRAM

The WRSP strongly supports the inclusion of community art as an enrichment of the public community space. Art blended with urban design in the NVRG can add value to the experience of the place. Community art should not only be an individually commissioned pieces, but an attitude towards the elements that make up the public realm as experienced within a community. Given the unique identity established by the NVRG, community art can have a complementary role in energizing and defining the spaces. The NVRG may include items such as:

- A thoughtful and carefully selected lighting program that uses fixtures to establish a character.
- Adding banners and hanging planters or other decorative items to lighting fixtures.



Art in community gathering spaces



Infrastructure as art

## A.6.2 COMMUNITY MONUMENTATION

A cohesive program of community identification; form the community threads which tie all aspects of the community together within the context of varied architecture.

Community monumentation is a strong visual element that defines and enhances a community's special sense of place. These elements define a district within the greater context of a town. The community's personality is displayed by these features. The icons of classic communities are traditionally monuments that signalize your arrival and an entry or focal point.

- The palate of identification for the WRSP Area is based upon the free standing monuments that exist as part of the ruins.
- The monumentation may include pilasters, low walls, or strategically placed pieces of community art.
- They may also be a focal point created as an element of a building such as a tower, or a publicly visible landscape or retaining wall.

The design of the community identification is unique and takes its cues from the ruins. Materials have a permanence to them, complement the architecture of the community or create a counterpoint, and may include materials such as steel or other metals, concrete, tile, brick, stone and glass. A typical pilaster monument is shown here.

Monumentation locations are identified on the following plan:

## A.7 Walls and Fencing Design Guidelines

### A.7.1 GENERAL DESIGN GUIDELINES FOR WALLS

- Walls and fences are to be minimized to the greatest extent possible and their design should be complementary to the building architecture.
- Site walls should be made of materials complementary to the building architecture palette.
- Walls, which are located in visually prominent locations, should be decorative and faced with a material such as stucco or stone.
- Concrete retaining walls should only be used where necessary for structural and spacial requirements.

- Plantings should be utilized to minimize the visual impact of all retaining walls.
- Walls, fencing materials and colors should complement adjacent architecture. Typical fence designs are shown here.

### A.7.2 GENERAL DESIGN GUIDELINES FOR FENCES, SOUNDWALLS AND VIEW FENCES

- Fences throughout residential landscapes should be constructed of wood, metal, masonry, or a combination of these products to maintain the community theme and provide continuity.
- There are four (4) distinct levels of fencing and walls, such as standard privacy fencing, enhanced privacy fencing, enhanced soundwalls, and view fences.
- Standard six-foot (6') high privacy fencing of a 'good neighbor' type should be used on all fences located between private lots which are not visible to the public view.



*Combination of Fencing Materials*



*Traditional residential wood fence*

# APPENDIX B GENERAL PLAN CONSISTENCY

## B.0 General Plan Policy

*A “town center” should be established in proximity to the closed basalt plant which functions as the symbolic center of American Canyon. A wide diversity of uses characterized by a high level of activity should be accommodated, including government, retail, office, service, entertainment, housing, and open space. The center should be developed as a pedestrian-oriented village that is physically linked by pedestrian and bicycle trails and other elements to surrounding neighborhoods and districts.*

*Watson Ranch Specific Plan (WRSP) calls for housing, parks and open space, and a non-residential component – the Town Center Mixed Use area (TC-1 MU) also referred to as the Napa Valley Ruins & Gardens (NVRG), which allows retail, entertainment, hotels, events center for weddings, receptions, farmers’ market, restaurants, winery, wine tasting and related uses. The WRSP also provides a site which would allow public and or private community facilities such as church, day care, non-profit community-oriented service or government offices.*

*The WRSP will function as the symbolic center of the city due to the following aspects:*

- Retention of iconic structures such as the rotunda building.
- High level of activity programmed for the TC-1 MU area, including both public and private functions.
- WRSP Circulation Plan includes multi-use trails which link TC-1 MU subarea to the remainder of the WRSP, existing residential neighborhoods, and other off-site destinations.

## B.1 Land Use Element

**1.6.7 Work with local agricultural producers to consider the possible establishment of farmers markets, festivals, site tours, and other events that emphasize the agricultural and rural character of the region. (I 1.23)**

**1.11.8 Require that any lands proposed for dedication to the City (parks, schools, etc.) be usable and appropriate for the intended use and a source of funds to maintain the area be confirmed to ensure that inappropriate costs are not shifted to the City. (I 1.1, I 1.2, I 1.4, I 1.5, and I 1.8)**

*Events and festivals open to the public such as a farmers’ market and community gardens are allowable uses for the TC-1 MU area.*

*Chapter 9 (Implementation) proposes the establishment of a Community Facilities District (CFD) and/or a Lighting Landscaping Assessment District (LLAD) to pay for the cost of public park maintenance, street lighting and other similar improvements. There will be Homeowners Association (HOA) for the residential portion of the WRSP. The HOA will maintain any private recreational facilities and common areas. See Implementation Chapter for financing information.*

**1.12.1 Accommodate the development of parks, schools, libraries, community meeting facilities, religious facilities, and similar community-serving uses in all residential areas, provided that they are compatible with the intended residential function and subject to City review and approval. (I 1.1, I 1.2, I 1.4, I 1.5, and I 1.8)**

**1.15.4 Require that mixed use structures and sites be designed to mitigate potential conflicts between the commercial and residential uses, considering such issues as noise, lighting, security, and truck and automobile access. (I 1.1, I 1.4, I 1.5, 1.11, and 1.14)**

**1.15.5 Require that mixed-use developments be designed to provide adequate transitions with adjacent land uses, which may include horizontal and vertical setbacks, landscape, screening elements, and similar techniques. (I 1.1, I 1.4, I 1.5, 1.11, and 1.14)**

**1.19.6 Provide for the extension of Newell Drive, which will define the eastern boundary of the Town Center, connecting with Highway 29 in the vicinity of Green Island Road and for the extension of South Napa Junction Road from Highway 29 to Newell Drive.**

**1.19.7 Determine the location of land uses within the Town Center through the subsequent approval of one or more Specific Plans.**

**1.19.8 Determine the range of residential densities allowed through the subsequent approval of one or more Specific Plans, with the guiding principle that, in general, densities will be highest around the Town Center Core Area with decreasing density further away**

**1.19.9 Determine the range of intensities of non-residential uses, as measured in building height and/ or floor area ratio, through the subsequent approval of one or more Specific Plans, with the guiding principle that in general, intensity will be highest around the Town Center Core Area with decreasing intensity further away.**

**1.19.10 Provide for unified design standards and a cohesive development through the adoption of one or more Specific Plans for the Town Center**

*The WRSP provides for approximately 33 acres of public parks . The acreage of the public parks exceeds the City's park land dedication policy of 5 acres of public park land per 1000 residents.*

*The WRSP provides an alignment for Newell Drive along the eastern boundary of the property. The alignment is consistent with the Circulation Element depiction. This alignment is within the boundary of the WRSP and within the existing city limits.*

*The WRSP determines the location of land uses within the entire area designated by the City's General Plan as "Town Center".*

*The WRSP provides for three residential density categories: medium density (MDR-12 land use designation – between 2 and 12 dwelling units per gross developable area), medium density (MDR-16 – between 8 and 16 dwelling units per gross developable acre), and high density (HDR – minimum of 20 dwelling units per gross developable acre).*

*The Land Use Plan shows that MDR-16 and HDR areas are immediately around or within the NVRG. The medium density (MDR-12) residential is generally further from the NVRG Area.*

*Chapter 4 contains a description of the range of non-residential uses within the WRSP. Appendix A contains design guidelines for WRSP.*

**1.19.11 Ensure that the Town Center is a sustainable, "green" development through the implementation of low impact development practices, highlighted in Appendix A. Such features could include:**

- a. use of recycled water for landscape irrigation
- b. use of drought tolerant vegetation
- c. energy efficient buildings
- d. pedestrian and bicycle circulation system
- e. mix of land uses which reduce travel

**1.19.12 Require that the Town Center Core Area provide a pedestrian-oriented, "village environment, including a plaza as a gathering place for community activities.**

**1.19.13 Require the implementation of public streetscape improvements that uniquely identify the Town Center, including elements such as landscape, street furniture, signage, and lighting; public street sections may vary from citywide standards in order to create this unique identity.**

**1.19.14 Require that development of Town Center incorporate the natural and cultural resources on site including:**

- a. preserving portions of the basalt industrial ruins and incorporating them into the commercial and public activities, to the extent it is economically viable;
- b. preserving the quarry lake as a future public park site, for the benefit of both Town Center residents and the residents of the City as a whole.

*The WRSP details out low impact development practices, outlined in Appendix A. The WRSP requires use of recycled water for landscape irrigation for major park and arterial landscape parkways, and provides guidance for the use of drought tolerant landscaping, and energy efficient homes. The Plan includes an extensive system of neighborhood multi-use paths (pedestrian and bicycle) which links neighborhoods with parks and*

## B.2 Housing Element

### PROGRAM 2.1.2

*Sustain residential land use designations that:*

1. *Include a minimum density for each designation's range of permitted densities.*
2. *Allow flexibility in the types of units that may be constructed in master-planned communities and other planned developments.*
3. *Include a density category that, when combined with an affordable housing density bonus, is sufficiently high enough to facilitate the development of lower-income housing.*

*The residential portion of WRSP provides three density categories: LDR, MDR, and HDR. Each density category has a minimum and maximum density as defined by the City's General Plan.*

*WRSP will be a master planned community. It provides flexibility in the types of housing units as follows:*

4. *Medium Density Residential allows single family detached, single family attached and townhouses*
5. *High Density Residential allows both apartments and townhomes*
6. *The Implementation Chapter 9 allows a density transfer, which means the redistribution of residential units from one planning area to another, under specified procedures and criteria*

*The High Density Residential has a density range of 18 to 30 dwelling units per acre*

**Policy 2.2.1 Allow flexibility in the type of units developed on vacant, residentially designated properties in master-planned communities and other planned developments.**

**Policy 2.2.2 Require larger projects to include a mix of housing types**

**Policy 2.2.3 Encourage the development of residential uses in association with compatible nonresidential uses.**

**Objective 2.3 Promote residential design that is functional, people and pedestrian-oriented, aesthetically pleasing, and contributes to a sense of community through the sensitive arrangement of buildings, open space (public and private), and circulation (vehicular and pedestrian). Encourage innovative and creative design in residential projects.**

**Policy 2.3.1 Ensure that new residential development fulfills the above objective through the establishment and application of comprehensive design guidelines and development standards.**

**Objective 2.6 Expand the availability of affordable housing in American Canyon**

*WRSP will be a master planned community. It provides flexibility in the types of housing units as follows: Low Density Residential allows both single family detached and secondary living units*

*Medium Density Residential allows single family detached, single family attached and townhouses High Density Residential allows both apartments and townhomes*

*The Implementation Chapter 9 allows a density transfer, which means the redistribution of residential units from one planning area to another, under specified procedures and criteria.*

*WRSP allows a broad range of housing types including single family attached, single family detached, townhomes, apartments, condominiums, and secondary living units.*

*WRSP proposed residential uses in conjunction with nonresidential uses.*

*The WRSP Circulation Plan provides an extensive system of multi-use trails linking the plan area and providing connections to regional trails. WRSP provides approximately 36 acres of public and private open space.*

*WRSP contains comprehensive design guidelines and development standards.*

*WRSP does not call for the construction affordable housing within the project boundaries.*

**PROGRAM 2.13.1 Require all residential projects of ten or more above moderate-income units to include affordable units.**

**The intent of the Inclusionary Alternatives is to provide options for developers while still meeting the City's affordable housing demand. Alternatives to providing on-site inclusionary units are 1) the provision of the units at an acceptable off-site location or 2) payment of in-lieu fees to the City's Housing Fund, to be used in the provision of housing affordable to lower-income households, or 3) the dedication of suitable land to the City for future inclusionary units, or 4) if the project exceeds its required inclusionary amount, the project owner may request inclusionary credits be counted toward another project subject to the approval of the City Manager**

1.24 Impacts of new development. Based upon the findings of a transportation impact analysis, consistent with Guiding Policy 1.26, new development will be responsible for mitigation of transportation related impacts.

1.34 Rights-of-Way fully within master plan boundaries. Planning areas shall not use roadway centerlines as boundaries. Roadways shall be built to their full width within the annexed City limits. Part-width roads shall not be permitted where master plan areas abut unincorporated properties that are not expected to be annexed to the City within the time frame of this General Plan. Road rights-of-way that demarcate the edge of a planning area shall be fully contained within the development area boundary, and expanded only within that boundary.

4.10 New railroad crossings. Provide new crossings across the railroad (UPRR) in conjunction with the planned roadway improvements shown on Figure 3. The provision of new crossings will ensure at least one cross-town route is maintained in case rail activity interrupts local and regional traffic flow and/or emergency access. New crossings will be at: Newell Drive (grade separated); and Rio Del Mar or South Napa Junction Road (initially at-grade, may be grade separated in the future).

*An Environmental Impact Report was prepared by the City prior to its consideration of WRSP. A determination of the LOS was made through the EIR process.*

*New development shall mitigate its share of transportation-related impacts.*

*The alignment for Newell Drive extension is proposed along the eastern boundary of the WRSP. The proposed roadway is entirely within the city limits and entirely within the boundary of the WRSP.*

*The WRSP incorporates a below grade or at grade crossing at Rio Del Mar connecting Highway 29 with Newell Drive. This will ensure a cross town connection without interruption by the rail activity.*

*Should an at-grade or grade-separated railroad crossing at Rio Del Mar prove unfeasible, an alternate route for providing the connection with Highway 29 is South Napa Junction Road. There exists a private at-grade railroad crossing at South Napa Junction that is the subject of a previous settlement agreement.*

## B.5 Utilities Element

5.8.1 Require improvements to the existing water supply, distribution, storage, and treatment facilities necessitated by a new development proposal be borne by the project proponent (in proportion to benefit); either through the payment of fees, or by the actual construction of the improvements. (I 5.2, I 5.8, and I 5.9)

5.10.3 Require that adequate storm drain and flood control facilities be constructed coincident with new development. (I 5, 24, 15,25, and I 5.33)

5.11. Require improvements to existing storm drain and flood control facilities necessitated by a new development proposal be borne by the project proponent; either through the payment of fees, or by the actual construction of the improvements in accordance with State Nexus Legislation. (I 5.30, I 5.31, and I 5.33)

5.16.1 Require that the cost for improvements to the existing wastewater collection and treatment facilities necessitated by a new development proposal be borne by the project proponent in proportion to benefit; either through the payment of fees, or by the actual construction of the improvements. (I 5.51 and I 5.52)

*The Infrastructure Chapter of WRSP identifies the improvements for water distribution, storage and treatment necessary to serve the proposed development. A Water Supply Assessment was prepared in conjunction with the EIR. New development with WRSP will make a proportionate contribution to the City's water distribution, storage and treatment facilities.*

*The Infrastructure Chapter of WRSP identifies the storm water detention and conveyance facilities needed to serve the development. The WRSP states that appropriate storm water detention and conveyance facilities shall be constructed with each phase of development. These facilities will be designed and constructed to accommodate a 100-year storm event.*

*New development with WRSP will make a proportionate contribution to the City's wastewater collection and treatment facilities.*

The Development Standards require multifamily residential development to include private open space at a ratio of 80 square feet per dwelling unit and 150 square feet of common open space per dwelling unit. The common open space would provide for recreational and open space facilities onsite.

#### 7.7.4 Design and improve community and neighborhood parks according to the following:

- a. locate on collector or neighborhood streets, accessible to adjacent residential neighborhoods;
- b. site uses so that they do not adversely impact adjacent residences (e.g. locate high activity, noise-generating uses away from residences);
- c. provide parking so that it does not disrupt abutting residences;
- d. design for defensible space;
- e. site parks away from high noise generators (highways) and other nuisances (i.e., power lines); and
- f. incorporate park landscape that is compatible with the landscape of adjacent areas. (I 7.4, 1 7.5, and 1 7.28)

As shown on the Land Use Plan, all public parks are located on collector or neighborhood streets and accessible to surrounding residential neighborhoods.

Landscaping within the parks should support the overall character of the Watson Ranch Community as defined by the Design Guidelines.

## B.8 Natural & Historic/Cultural Element

**Goal 8E** To promote the preservation and restoration of the sites, structures and districts that have architectural, historical, archaeological and/or cultural significance to the City of American Canyon.

**Objective 8.19** Ensure that the City's historically and archaeologically significant resources are protected in a manner that preserves and/or enhances the resources' inherent historic value,

#### Policies

**8.19.1** Conduct a comprehensive survey of archaeological and cultural resources and historic vegetation that is based on established criteria and encompasses the entire City and its Sphere of Influence. (I 8.40)

**8.19.2** Adopt a Preservation Ordinance that will authorize the City to designate appropriate vegetation or archaeological sites deemed to be of historic, archaeological, or cultural significance an American Canyon City Historic Point, Site or District. Such an ordinance shall conform to state and federal criteria for establishing a preservation ordinance. (I 8.5, I 8.48, and I 8.49)

**8.19.4** Though the design review process, encourage compatibility between new development and existing adjacent historic structures in terms of scale, massing, building materials and general architectural treatment. (J 8.29)

**8.20.4** Prohibit demolitions if other alternatives exist that enable a property owner to sensitively add to the existing structure, or develop an accompanying building on the site that allows property development rights to be realized. Variances of setbacks, heights and parking requirements should be given to make the preservation of an existing historic building feasible when no other reasonable alternative exists. (J 8.49)

**8.20.4** Prohibit demolitions if other alternatives exist that enable a property owner to sensitively add to the existing structure, or develop an accompanying building on the site that allows property development rights to be realized. Variances of setbacks, heights and parking requirements should be given to make the preservation of an existing historic building feasible when no other reasonable alternative exists. (J 8.49)

**8.20.5** Encourage appropriate adaptive reuse of historic resources such as the Basalt Plant in order to prevent misuse, disrepair and demolition, taking care to protect surrounding neighborhoods and/or agricultural land from incompatible uses. (I 8.49)

*The City has not established criteria or conducted an archaeological and cultural resources survey for the city and its Sphere of Influence. An archaeological survey was prepared by ESA (dated 4/2006). Further assessment was included in the EIR. The evaluation of the resources onsite will be evaluated in accordance with applicable State and federal criteria and guidelines.*

*The City has not adopted a Preservation Ordinance.*

**8.13.1** Encourage the preservation of agricultural uses on the City's periphery through the creation of a permanent greenbelt. (I 8.11, I 8.17, r 8.26, I 8.28, and I 8.41)

*Through the initiative process, the City has adopted an Urban Limit Line ("ULL"), as part of its General Plan. In*



**DATE:** October 21, 2025

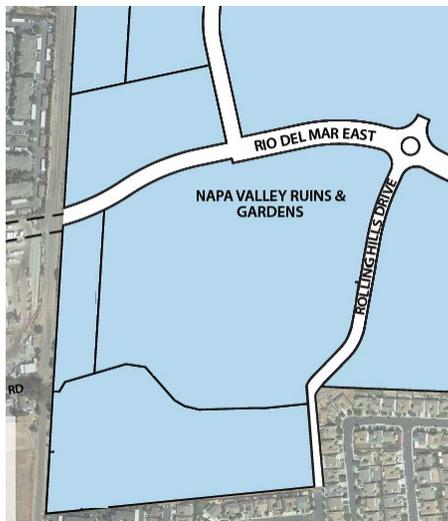
**TO:** Mayor and City Council

**FROM:** Jason Holley, City Manager

**RE:** SB 969 Entertainment Zone for Napa Valley Ruins and Gardens

---

The Watson Ranch Specific Plan and Amended Watson Ranch Specific Plan (as amended, the “WRSP”) set forth the land uses, development regulations, design guidelines, infrastructure improvements and an implementation plan for the creation of a cohesive community at the Watson Ranch development.



Regarding NVRG, the WRSP provides (emphasis added):

*The NVRG will function as a mixed-use Town Center and will be the focal point of the WRSP community where uses such as festivals, **wine tasting, brew pubs, distillery**, dining opportunities, hospitality, and retail all converge within the central organizing element of the NVRG structures. It is anticipated that this area will develop organically over time so the standards and guidelines in this document, while being directive, are intended to allow **flexibility** to encourage creative uses and design solutions in the adaptive reuse of the existing NVRG structures.*

October 21, 2025

Holley Memo to Council

RE: SB 969 Entertainment Zone for Napa Valley Ruins and Gardens

---

And it is this “flexibility” in the creative uses and design for which the NVRG developer is now seeking the City’s help.

Specifically, as the programming for the NVRG has taken shape, the developer would like visitors to be able to purchase an alcoholic beverage at any of the included tasting rooms or restaurants located throughout the NVRG and carry it throughout the outdoor space. For this to happen, NVRG must be designated by ordinance as an “Entertainment Zone”.

The California Department of Alcoholic Beverage Control (“ABC”) normally restricts consumption of alcohol to the licensed business premises, limiting the ability of a visitor to leave a tasting room with a glass of wine in hand and freely stroll the grounds. However, as of January 1, 2025, the ABC has a new licensing option, as promulgated in SB 969, that would allow consumers to buy an alcoholic beverage and stroll the grounds of the NVRG (including the proposed sculpture garden and entertainment venues) with their open drink, but only if the space is designated by the City as an entertainment zone.

Though the entertainment zone allowance is new, it has been implemented by San Francisco for several years in multiple locations, including the properties around the Chase Center, as well as Front Street in the Financial District. Of note, the City of Suisun City and other across the state are exploring the opportunities the Entertainment Zoner present.

As defined by the ABC, an “entertainment zone” means a zone created by a city ordinance that authorizes consumption of one or more types of alcoholic beverages on public streets, sidewalks, or public rights-of-way. The city must include certain details within the ordinance, or within a separate plan of operation:

- a process or procedure by which persons in possession of alcoholic beverages in the entertainment zone may be readily identifiable as being 21 years of age or older
- the boundaries of the entertainment zone
- the days and hours of operation of the entertainment zone (may not exceed allowable hours of sale for participating licensees)
- the types of alcoholic beverages permitted within the entertainment zone
- The approved containers for alcohol within the entertainment zone (glass and metal are not allowed to improve safety).

#### Next Steps

Before enacting an ordinance to establish or modify an entertainment zone, a city must notify local public safety partners to request feedback. Staff recommends the City Council adopt a Notice of Intent to Create an Entertainment Zone for the NVRG and begin the consultation process with our public safety partners and the ABC.



DATE: October 21, 2025

TO: Mayor and City Council

FROM: Jason Holley, City Manager

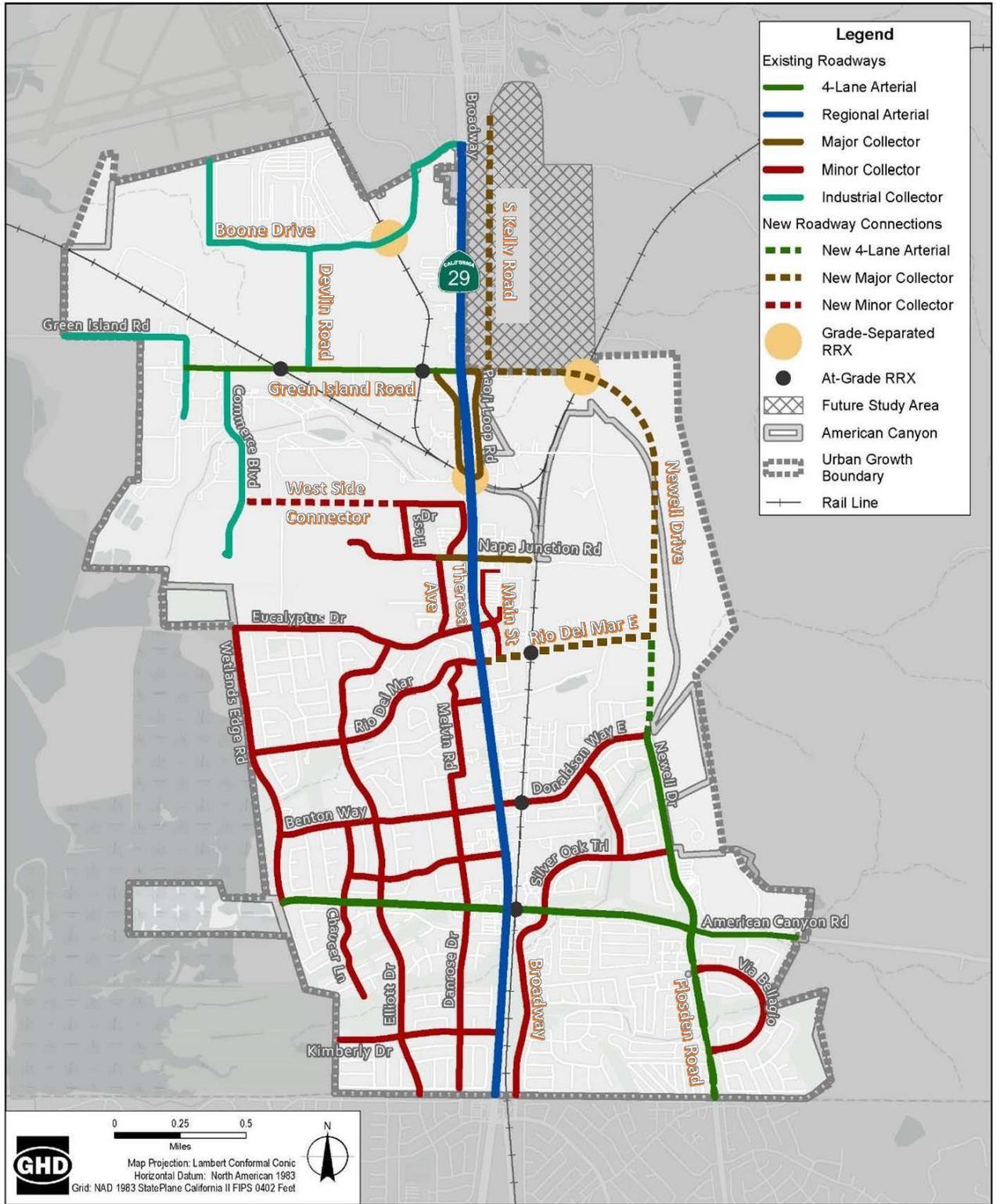
RE: American Canyon Town Center and *Watson Ranch Specific Plan* Related Approvals

Below is the chronology of the discretionary approvals and related actions which occurred at regular meetings, and when requested, at special meetings of the Planning Commission and/or City Council since 2010.

<b>CITY COUNCIL JANUARY 24, 2025</b>	
<a href="#">Minute Order 2025-06</a>	NVRG Temporary Uses (Concerts) Memorandum of Understanding
<b>CITY COUNCIL NOVEMBER 19, 2024</b>	
<a href="#">Resolution 2024-85</a>	Lot 7 Vesting Tentative Subdivision Map (PL24-0012)
<b>PLANNING COMMISSION OCTOBER 24, 2024</b>	
<a href="#">Resolution 2024-13</a>	Lot 7 Vesting Tentative Subdivision Map (PL24-0012)
<a href="#">Resolution 2024-14</a>	Lot 7 Vesting Design Permit (PL24-0013)
<b>PLANNING COMMISSION SEPTEMBER 26, 2024</b>	
<a href="#">Resolution 2024-11</a>	Lot 8 Design Permit (PL24-0022)
<b>PLANNING COMMISSION AUGUST 22, 2024</b>	
<a href="#">Resolution 2024-10</a>	Watson Ranch Harvest Subdivision Capri Variance (PL24-0019)
<b>CITY COUNCIL MAY 21, 2024</b>	
<a href="#">Resolution 2024-43</a>	Watson Ranch Lot 8 (Adjusted Parcel B) Final Map (PL22-024)
<b>CITY COUNCIL MAY 7, 2024</b>	
<a href="#">Resolution 2024-33</a>	Watson Ranch Highway 29 Sewer Crossing
<b>CITY COUNCIL APRIL 16, 2024</b>	
<a href="#">Resolution 2024-30</a>	Watson Ranch Harvest Lot 8 Subdivision (PL22-0024)
<b>PLANNING COMMISSION MARCH 28, 2024</b>	
<a href="#">Resolution 2024-07</a>	Watson Ranch Harvest Lot 8 Subdivision (PL22-0024)
<b>CITY COUNCIL SEPTEMBER 5, 2023</b>	
<a href="#">Ordinance 2023-07</a>	Watson Ranch Specific Plan Amendments (PL22-0023)
<b>CITY COUNCIL AUGUST 15, 2023</b>	
<a href="#">Resolution 2023-68</a>	Watson Ranch General Plan Amendments (PL22-0023)
<a href="#">Resolution 2023-70</a>	Promontory Subdivision Map (PL22-0034)
<a href="#">Resolution 2023-69</a>	Napa Valley Ruins and Gardens Hotel and Condominium Tentative Subdivision Map (PL23-0007)
<b>PLANNING COMMISSION JULY 27, 2023</b>	
<a href="#">Resolution 2023-11</a>	Napa Valley Ruins and Gardens Hotel and Condominium Tentative Subdivision Map (PL23-0007)
<a href="#">Resolution 2023-12</a>	Promontory Design Permit (PL22-0035)
<a href="#">Resolution 2023-13</a>	Promontory Vesting Tentative Subdivision (PL22-0034)
<b>OSATS COMMISSION JUNE 7, 2023</b>	
No action	Watson Ranch Specific Plan Bike Plan Update (PL22-0023)
<b>PLANNING COMMISSION MAY 25, 2023</b>	
<a href="#">Resolution 2023-09</a>	Watson Ranch General Plan and Specific Plan Update (PL22-0023)
<a href="#">Resolution 2023-08</a>	Amphitheaters Conditional Use Permit (PL23-0009)
<b>PLANNING COMMISSION JANUARY 26, 2023</b>	
<a href="#">Resolution 2023-01</a>	Napa Valley Ruins and Gardens Hotel at the Ruins Design Permit (PL22-0012)
<b>CITY COUNCIL DECEMBER 7, 2021</b>	

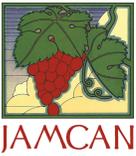
<a href="#">Ordinance 2021-09</a>	Historic Building Code for Napa Valley Ruins and Gardens Urgency Ordinance
<b>CITY COUNCIL SEPTEMBER 21, 2021</b>	
<a href="#">Resolution 2021-75</a>	Lot 10 Vesting Tentative Subdivision Map (PL21-0013)
<b>PLANNING COMMISSION AUGUST 26, 2021</b>	
<a href="#">Resolution 2021-17</a>	Lot 10 Tentative Subdivision Map (PL21-0013)
<a href="#">Resolution 2021-18</a>	Lot 10 Design Permit (PL21-0014)
<b>CITY COUNCIL JULY 20, 2021</b>	
<a href="#">Resolution 2021-50</a>	Partial Assignment Agreement McGrath Properties and Napa Valley Ruins & Gardens, LL
<b>PLANNING COMMISSION MAY 27, 2021</b>	
<a href="#">Resolution 2021-13</a>	Lemos Pointe Apartments Design Permit (PL21-0004)
<b>CITY COUNCIL DECEMBER 16, 2020</b>	
<a href="#">Resolution 2020-R110</a>	Partial Assignment Agreement with Lennar Corporation
<a href="#">Resolution 2020-R109</a>	Partial Assignment Agreement with Pacific West
<b>CITY COUNCIL DECEMBER 15, 2020</b>	
<a href="#">Resolution 2020-106</a>	Watson Ranch Master Conditions of Approval
<a href="#">Resolution 2020-107</a>	Watson Ranch Lot 14/15 Subdivision PL20-0033
<b>PLANNING COMMISSION NOVEMBER 19, 2020</b>	
<a href="#">Resolution 2020-10</a>	Watson Ranch Lot Master Conditions of Approval
<a href="#">Resolution 2020-11</a>	Watson Ranch Lot 14/15 Subdivision (PL20-0033)
<a href="#">Resolution 2020-12</a>	Watson Ranch 14/15 Design Permit (PL20-0032)
<b>CITY COUNCIL FEBRUARY 11, 2020 (Special Meeting)</b>	
<a href="#">Resolution 2020-13</a>	Infill Infrastructure Grant
<b>CITY COUNCIL DECEMBER 17, 2019</b>	
<a href="#">Resolution 2019- R102</a>	Watson Ranch Final Map
<a href="#">Resolution 2019- R103</a>	Watson Ranch Park Dedication
<b>CITY COUNCIL JUNE 18, 2019</b>	
<a href="#">Resolution 2019-50</a>	Watson Ranch Large Lot Vesting Tentative Map for Finance and Conveyance Purposes
<a href="#">Ordinance 2019-05</a>	Watson Ranch Specific Plan Amendments
<a href="#">Ordinance 2019-06</a>	AC-1 Development Agreement.
<b>CITY COUNCIL JUNE 4, 2019</b>	
<a href="#">Resolution 2019-40</a>	Watson Ranch General Plan Amendments
<b>CITY COUNCIL NOVEMBER 6, 2018</b>	
<a href="#">Ordinance 2018-08</a>	Watson Ranch Specific Plan
<b>CITY COUNCIL OCTOBER 16, 2018</b>	
<a href="#">Resolution 2018-112</a>	Watson Ranch Specific Plan EIR
<a href="#">Resolution 2018-113</a>	Watson Ranch MMRP
<a href="#">Resolution 2018-114</a>	Watson Ranch General Plan Amendment
<b>CITY COUNCIL MARCH 1, 2016</b>	
<a href="#">Resolution 2016-23</a>	Watson Ranch Specific Plan Water Supply Assessment
<b>CITY COUNCIL JULY 15, 2014</b>	
<a href="#">Resolution 2014-57</a>	Watson Ranch EIR contract with ESA
<a href="#">Resolution 2014-58</a>	Negotiate nonbinding MOU between City, AC1, LLC and Newell Family
<b>LAFCO SEPTEMBER 20, 2011</b>	
LAFCO Resolution 10-21	Watson Ranch Annexation Certification
<b>CITY COUNCIL NOVEMBER 16, 2010</b>	
<a href="#">Resolution 2010-118</a>	Watson Ranch Preannexation Agreement
<a href="#">Resolution 2010-109</a>	Resolution to succeed Williamson Act properties in the Town Center
<b>CITY COUNCIL OCTOBER 5, 2010</b>	
<a href="#">Resolution 2010-96</a>	Napa County GP EIR Addendum for Watson Ranch Annexation
<a href="#">Resolution 2010-97</a>	Watson Ranch Preannexation Agreement Authorization
<b>CITY COUNCIL JUNE 1, 2010</b>	
Resolution 2010-57	Watson Ranch Property Tax Sharing Agreement

**MOB-Figure 8: General Plan Mobility System Map**



N:\US\AzureEast\US11207243\GIS\Map\Deliverables\11207243\_UpdatedCirculation\11207243\_UpdatedCirculation\_RevA.aprx  
 Print date: 19 Sep 2024 - 12:09

Data source: Light Gray Base: County of Napa, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, MET/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS Created by: ppeel



May 7th, 2025

RE: Watson Ranch Specific Plan Mitigation - Conservation Easement Recording

Dear Sir or Madam:

The Watson Ranch Specific Plan Final Environmental Impact Report (the "FEIR") included Mitigation Measure 4.3-1h. The enclosed Conservation Easement Deed was recorded on a 321.2 acre portion of property known as APNs 059-020-054 and 055 (the "Jaeger Open Space Preserve"). The Jaeger Open Space Preserve was specifically identified in the FEIR as the recommended site for mitigation under Mitigation Measure 4.3-1h.<sup>[1]</sup> The Conservation Easement Deed was approved by the United States Fish and Wildlife Service and recorded as document number 2025-0006278 in the Official Records of Napa County on May 7, 2025. A copy of the recorded Conservation Easement Deed is enclosed. Through recordation of the Conservation Easement Deed, Mitigation Measure 4.3-1h has been satisfied.

Respectfully,

A handwritten signature in black ink, appearing to read "Nate Heydorff", written over a horizontal line.

Nate Heydorff  
Managing Member  
JamCan, LLC

[1] Watson Ranch Specific Plan DEIR, pages 4.3-49 to 4.3-50.



2025-0006278

Recorded		REC FEE	87.00
Official Records			
County of		HOUSING TAX-2	150.00
Napa			
JOHN TUTEUR			
Assessor-Recorder-Co.			
		MS	
01:08PM 07-May-2025		Page 1 of 25	

**RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:**

Golden State Land Conservancy  
1151 Gravenstein Highway South  
Sebastopol, CA, 95472  
Attn: Devin Best, Executive Director

**WITH COPY TO:**

United States Fish and Wildlife Service  
Sacramento Fish and Wildlife Office  
2800 Cottage Way, W-2605  
Sacramento, CA 95825  
Attn: Ryan Olah

U.S. Army Corps of Engineers  
San Francisco District  
450 Golden Gate Avenue  
San Francisco, California 94102  
Attn: Regulatory Division Chief

Space Above Line for Recorder's Use Only

**CONSERVATION EASEMENT DEED  
Jaeger Open Space**

THIS CONSERVATION EASEMENT DEED ("Conservation Easement") is made as of the 28th day of January, 2025, by **Grantor:** JamCan LLC ("Grantor"), in favor of Golden State Land Conservancy ("Grantee"), with reference to the following facts:

**RECITALS**

A. Grantor is the sole owner in fee simple of certain real property containing approximately 335 acres, located in the county of Napa, state of California, and designated Assessor's Parcel Number(s) 059-020-054 and 059-020-055 (the "Property"). The Property is legally described and depicted in **Exhibit A**. Grantor intends to grant a conservation easement over a 321.2-acre portion of the Property (hereafter referred to as the "Conservation Property"). The Conservation Property is legally described and depicted in **Exhibit B**.

B. The Conservation Property possesses wildlife and habitat values of great importance to Grantee, the people of the State of California and the people of the United States. The Conservation Property provides high quality natural, established, restored and/or enhanced habitat for the California red-legged frog (CRLF) and contains streams, riparian areas, oak woodlands, native and non-native grasslands that support aquatic non-breeding and upland dispersal habitats for the CRLF. Individually and collectively, these wildlife and habitat values

comprise the "Conservation Values" of the Conservation Property.

C. The United States Fish and Wildlife Service (the "USFWS"), an agency within the United States Department of the Interior, has jurisdiction over the conservation, protection, restoration and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of these species within the United States pursuant to the federal Endangered Species Act (ESA), 16 U.S.C. Section 1531, *et seq.*, the Fish and Wildlife Coordination Act, 16 U.S.C. Sections 661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. Section 742(f), *et seq.*, and other provisions of federal law.

D. U.S. Army Corps of Engineers (Action Agency) is a federal agency acting under the authority of the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 *et seq.*) (Act), and in accordance with the implementing regulations pertaining to interagency cooperation (50 CFR 402).

E. Grantee is authorized to hold this conservation easement pursuant to California Civil Code Section 815.3 and Government Code Section 65967. Specifically, Grantee is a tax-exempt nonprofit organization qualified under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and qualified to do business in California which has as its primary and principal purpose and activity the protection and preservation of natural lands or resources in its natural, scenic, agricultural, forested, or open space condition or use.

F. This Conservation Easement granted by Grantor to Grantee knowingly and voluntarily as a means to implement certain agreed upon conservation measures as described in the Biological Opinion, USFWS File No. 08ESMF00- 2019-F-2552 , issued by the Sacramento USFWS to Action Agency. These conservation measures were proposed by American Canyon 1, LLC as a means of minimizing the effect(s) of the Watson Ranch Specific Plan Project on the California red-legged frog, federally listed as threatened under the ESA under [a permit or permit number] issued by the Action Agency. To fully implement these conservation measures, a Development Plan, Interim Management Plan, and a Long-term Management Plan (all three plans collectively referred to as the "Management Plans") for the Conservation Property have been developed and are incorporated by this reference into this Conservation Easement as if fully set forth herein.

A final, approved copy of the Management Plans, and any amendments thereto approved by the USFWS and Action Agency, shall be kept on file at the Sacramento Fish and Wildlife Office of the USFWS, with electronic copies of each document provided by Grantor to Grantee at no cost to Grantee. If Grantor, or any successor or assign, requires an official copy of the Management Plans, it should request a copy from the USFWS at its address for notices listed in Section 22 of this Conservation Easement.

G. All section numbers referred to in this Conservation Easement are references to sections within this Conservation Easement, unless otherwise indicated.

#### COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged, and pursuant to the laws of the United States and the state of California, including California Civil Code Section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Conservation Property.

1. Purposes.

The purposes of this Conservation Easement are to ensure that the Conservation Property will be retained forever in its natural, restored, or enhanced condition as contemplated by the Management Plans, and to prevent any use of the Conservation Property that will impair or interfere with the Conservation Values of the Conservation Property. Grantor intends that this Conservation Easement will confine the use of the Conservation Property to activities that are consistent with such purposes, including, without limitation, those involving the preservation, restoration and enhancement of native species and their habitats implemented in accordance with the Management Plans.

2. Grantee's Rights.

To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee:

(a) To preserve and protect the Conservation Values of the Conservation Property.

(b) To enter the Jaeger Open Space at reasonable times, in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement and the Management Plans and to implement at Grantee's sole discretion Management Plan activities that have not been implemented, provided that Grantee shall not unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Conservation Property .

(c) To prevent any activity on or use of the Conservation Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Conservation Property that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement.

(d) To require that all mineral, air and water rights as Grantee deems necessary to preserve, protect and sustain the biological resources and Conservation Values of the Conservation Property shall remain a part of and be put to beneficial use upon the Conservation Property, consistent with the purposes of this Conservation Easement.

(e) All present and future development rights appurtenant to, allocated, implied, reserved or inherent in the Conservation Property; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Jaeger Open Space nor any other property adjacent or otherwise.

3. Grantors Rights.

(a) Trails. Grantor may construct and maintain a limited number of recreational trails (defined as any definable route less than four (4) feet in width (not including curbs, cuts, or fills), including reasonable vegetation removal for pedestrian and bicycle use (see Exhibit A).

4. Third-Party Beneficiary.

Grantor and Grantee acknowledge that the USFWS and the Action Agency are Third-Party Beneficiaries of this Conservation Easement with the right of access to the Jaeger Open Space and the right to enforce all of its provisions and all other rights and remedies of the Grantee under this Conservation Easement.

5. Prohibited Uses.

Any activity on or use of the Conservation Property that is inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses and activities by Grantor, Grantor's agents, and third parties are expressly prohibited:

(a) Unseasonable watering; use of chemical fertilizers, pesticides, biocides, herbicides, rodenticides, fungicides or other agents; weed abatement activities; incompatible fire protection activities; and any and all other activities and uses which may adversely affect the Conservation Values of the Conservation Property or otherwise interfere with the purposes of this Conservation Easement as specifically provided in the Management Plans.

(b) Recreational use of off-road vehicles and use of any other motorized vehicles. Off road vehicle use is limited to habitat management and monitoring activities by the Grantee or their contractors.

(c) Agricultural activity of any kind except for vegetation management activities as specifically provided in the Management Plans.

(d) Recreational activities, including, horseback riding, hunting or fishing except such activities as are consistent with the purposes of this Conservation Easement and specifically provided for in the Management Plans.

(e) Commercial, industrial, residential, or institutional structures or uses.

(f) Any legal or de facto division, subdivision or partitioning of the Jaeger Open Space including a request for a certificate of compliance pursuant to the California Subdivision Map Act (California Government Code Section 66499.35).

(g) Construction, reconstruction, expansion, location, relocation, installation or placement of any building, billboard or sign, or any other structure or improvement of any , except for trail and habitat protection signage as specifically provided in the Management Plans.

(h) Deposit or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials.

(i) Planting, introduction or dispersal of non-native or exotic plant or animal species.

(j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extracting minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the Conservation Property, or entering onto, using, or

occupying the surface or granting or authorizing surface entry, use, or occupation for any of these purposes.

(k) Altering the surface or general topography of the Conservation Property, including but not limited to any alterations to habitat, building roads, paving or otherwise covering any portion of the Conservation Property except for those habitat management activities specified in the Management Plans.

(l) Removing, disturbing, altering, destroying, or cutting of trees, shrubs or other vegetation, except as required by law and in accordance with a plan approved in writing by the USFWS for (i) fire breaks, (ii) maintenance of existing foot and biking trails or roads, or (iii) prevention or treatment of disease as specifically provided in the Management Plans.

(m) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Conservation Property, and any activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters, except for trail construction and maintenance and habitat restoration as specifically provided in the Management Plans.

(n) Without the prior written consent of Grantee, which Grantee may withhold, transferring, encumbering, selling, leasing, or otherwise separating the mineral, air or water rights for the Conservation Property; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Conservation Property, including but not limited to: (i) riparian water rights; (ii) appropriative water rights; (iii) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Conservation Property; and (iv) any water from wells that are in existence or may be constructed in the future on the Conservation Property.

(o) Any use or activity that may violate, or fail to comply with, relevant federal, state, or local laws, regulations, or policies applicable to Grantor, the Jaeger Open Space, or the use or activity in question.

6. Grantee's Duties.

(a) To ensure that the purposes of this Conservation Easement as described in Section 1 are being accomplished, Grantee and its successors and assigns shall:

(1) Perform, at least annually, compliance monitoring inspections of the Conservation Property; and

(2) Prepare written reports on the results of the compliance monitoring inspections, and provide these reports to the USFWS on an annual basis.

7. Grantor's Duties.

Grantor shall undertake all reasonable actions to prevent the unlawful entry and

trespass by persons whose activities may degrade or harm the Conservation Values of the Conservation Property or that are otherwise inconsistent with this Conservation Easement. In addition, Grantor shall undertake all necessary actions to perfect and defend Grantee's rights under Section 2 of this Conservation Easement, and to observe and carry out the obligations of Grantor (Property Owner) under the Management Plans.

8. Reserved Rights.

Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from Grantor's ownership of the Conservation Property, including the right to engage in or permit or invite others to engage in all uses of the Conservation Property that are not prohibited or limited by, and are consistent with the purposes of, this Conservation Easement.

9. Grantee's Remedies.

(a) If Grantee determines that a violation of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation ("Notice of Violation"). Notice shall be provided to all entities listed in, and in accordance with Section 22 of this Conservation Easement.

(b) If Grantor fails to cure the violation within thirty (30) days after receipt of a Notice of Violation, or if the cure reasonably requires more than thirty (30) days to complete and Grantor fails to begin the cure within the thirty (30)-day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction for any or all of the following: to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Conservation Property; to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; to pursue any other legal or equitable relief, including but not limited to, the restoration of the Conservation Property to the condition in which it existed prior to any such violation or injury; or to otherwise enforce this Conservation Easement. Without limiting the liability of Grantor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Conservation Property.

(c) If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate injury to the Conservation Values of the Conservation Property, Grantee may pursue its remedies under this Conservation Easement without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of this Conservation Easement. Grantee shall notify the Grantor and USFWS within 30 days of such an occurrence.

(d) Grantor agrees that Grantee's remedies at law for any violation of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to

the remedies set forth in California Civil Code Section 815, *et seq.*

(e) If Grantor receives a Notice of Violation with which it is impossible for Grantor to comply consistent with any prior uncured Notice(s) of Violation, Grantor shall give written notice of the conflict ("Notice of Conflict") to Grantee and the Third-Party Beneficiaries. In order to be a valid, a Notice of Conflict shall be given within fifteen (15) days of the date Grantor receives a conflicting Notice of Violation, shall include copies of the conflicting Notices of Violation, and shall describe the conflict with specificity, including how the conflict makes compliance with the uncured Notice(s) of Violation impossible. Upon giving a valid Notice of Conflict, Grantor shall not be required to comply with the conflicting Notices of Violation until such time as the entity or entities that gave said conflicting Notices of Violation give revised Notice(s) of Violation that resolve the conflict. Upon receipt of a revised Notice of Violation, Grantor shall comply with such notice within the time period(s) described in Section 8(b). The failure of Grantor to give a valid Notice of Conflict within fifteen (15) days of receipt of a conflicting Notice of Violation shall constitute a waiver of Grantor's ability to claim a conflict.

9. Costs of Enforcement.

Grantor shall bear all costs incurred by Grantee, where Grantee is the prevailing party, in enforcing the terms of this Conservation Easement against Grantor. These costs include, but are not limited to, the following: costs of suit and attorneys' and experts' fees, and any costs for restoration necessitated by Grantor's negligence or breach of this Conservation Easement.

10. Grantee's Discretion.

Enforcement of the terms of this Conservation Easement by Grantee shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any rights of Grantee under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

11. Acts Beyond Grantor's Control.

Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Conservation Property resulting from (a) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Conservation Property resulting from such causes; or (b) acts by Grantee or its employees.

12. Enforcement; Standing.

All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by the Third-Party Beneficiaries. These enforcement rights are in addition to, and do not limit, the rights of enforcement under the Management Plans. If at any time in the future Grantor or any subsequent transferee uses, allows the use, or threatens to use or allow use of, the Conservation Property for any purpose that is

inconsistent with or in violation of this Conservation Easement then, despite the provisions of California Civil Code Section 815.7, the California Attorney General and the Third-Party Beneficiaries each has standing as an interested party in any proceeding affecting this Conservation Easement.

13. Reversion.

If the USFWS determines that Grantee is not holding, monitoring or managing this Conservation Easement for conservation purposes in the manner specified in this Conservation Easement or in the Management Plans then, pursuant to California Government Code Section 65967(e), this Conservation Easement shall revert to the State of California, or to another public agency or nonprofit organization qualified pursuant to California Civil Code Section 815.3 and Government Code Section 65967 (and any successor or other provision(s) then applicable) and approved by the USFWS.

15. Access.

This Conservation Easement does not convey to the Grantee a general right of access to the public. However, Grantor may allow general access to the public. Any general access to the public shall be limited to sunrise to sunset and shall not occur within forty-eight (48) hours after a significant precipitation event greater than two (2) inches.

16. Costs and Liabilities.

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Jaeger Open Space. Grantor agrees that neither Grantee nor Third-Party Beneficiaries shall have any duty or responsibility for the operation, upkeep or maintenance of the Jaeger Open Space, the monitoring of hazardous conditions on it, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Jaeger Open Space. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals required for any activity or use permitted by this Conservation Easement and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, codes, ordinances, rules, regulations, orders and requirements.

16. Taxes; No Liens.

Grantor shall pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Jaeger Open Space by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor shall keep the Conservation Property free from any liens (other than a security interest that is expressly subordinate to this Conservation Easement, as provided in Section 24(k)), including those arising out of any obligations incurred by Grantor for any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Jaeger Open Space.

17. Hold Harmless.

(a) Grantor shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal

representatives, successors and assigns of each of them (each a "Grantee Indemnified Party" and collectively, "Grantee's Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Jaeger Open Space, regardless of cause, except that this indemnification shall be inapplicable to any Claim due solely to the negligence or willful misconduct of Grantee; (2) the obligations specified in Sections 6, 15 and 16; and (3) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the Grantee's Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Grantee's Indemnified Party.

(b) Grantor shall hold harmless, protect and indemnify Third-Party Beneficiaries and their respective directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Third-Party Beneficiary Indemnified Party" and collectively, "Third-Party Beneficiary Indemnified Parties") from and against any and all Claims arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Conservation Property, regardless of cause. *Provided, however,* that the indemnification in this Section 17 (b) shall be inapplicable to a Third-Party Beneficiary Indemnified Party with respect to any Claim due solely to the negligence or willful misconduct of that Third-Party Beneficiary Indemnified Party. If any action or proceeding is brought against any of the Third-Party Beneficiary Indemnified Parties by reason of any Claim to which the indemnification in this Section 17 (b) applies, then at the election of and upon written notice from the Third-Party Beneficiary Indemnified Party, Grantor shall defend such action or proceeding by counsel reasonably acceptable to the applicable Third-Party Beneficiary Indemnified Party or reimburse the Third-Party Beneficiary Indemnified Party for all charges incurred for services of the California Attorney General or the U.S. Department of Justice in defending the action or proceeding.

18. Extinguishment.

If circumstances arise in the future that render the preservation of Conservation Values, or other purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can be terminated or extinguished, in whole or in part, only by judicial proceedings in a court of competent jurisdiction. The Parties agree that any proceeds from the extinguishment shall be used for the purchase of property (including conservation easements) that replaces the natural resource characteristics this Conservation Easement was intended to protect and conserve, or as near as reasonably feasible. The selection of replacement property shall be subject to USFWS and Action Agency's prior, written approval. A replacement conservation easement shall be granted in favor of an entity acceptable to the USFWS and Action Agency, and meeting the requirements of Civil Code section 815.1 et seq. and Government Code section 65967 (and any successor or other provision(s) then applicable), and containing the same protections and purposes embodied in this Conservation Easement.

19. Condemnation.

Pursuant to Code of Civil Procedure section 1240.055, this Conservation Easement is “property appropriated to public use,” as used in Article 6 (commencing with section 1240.510) and Article 7 (commencing with section 1240.610) of Chapter 3 of Title 7 of the California Code of Civil Procedure. A person authorized to acquire property for public use by eminent domain shall seek to acquire the Jaeger Open Space if at all, only as provided in Code of Civil Procedure section 1240.055, as applicable. If any person seeks to acquire the Bank Property for public use, Grantee shall provide notice to USFWS and Action Agency and comply with all obligations of the holder of a conservation easement under Code of Civil Procedure section 1240.055, as applicable.

In the event that the Jaeger Open Space is acquired, or authorized to be acquired, under eminent domain by the Federal Government, or any department or agency thereof, the Grantee, within 15 days of receipt of any notice of such acquisition or intent to acquire, shall send a copy of such notice by first-class mail to each public entity that provided funds for the purchase of the Conservation Easement or that imposed conditions on approval or permitting of the Conservation Property that were satisfied, in whole or in part, by the creation of the Conservation Easement; and shall notify the person who has acquired or is seeking to acquire the property of the name and address of any public entity that was sent a copy of the notice pursuant to this paragraph.

If the Conservation Easement is condemned, the net proceeds from the condemnation shall be used in compliance with California Government Code section 65966(j), and the location of the replacement property is subject to written approval by the USFWS and Action Agency. Within six (6) months of the date of receiving the USFWS’ and Action Agency’s written approval of the replacement property, Grantor shall record a conservation easement over the replacement property, in a form approved by Grantee, the USFWS and the Action Agency.

21. Transfer of Conservation Easement or Jaeger Open Space.

(a) Conservation Easement.

This Conservation Easement may be assigned or transferred by Grantee upon written approval of the USFWS and Action Agency, which approval shall not be unreasonably withheld or delayed, but Grantee shall give Grantor and the USFWS and Action Agency at least sixty (60) days prior written notice of the proposed assignment or transfer. Grantee may assign or transfer this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to California Civil Code Section 815.3 and Government Code Section 65967 (and any successor or other provision(s) then applicable), or the laws of the United States and otherwise reasonably acceptable to the USFWS and Action Agency. Grantee shall require the assignee to record the assignment in the county where the Jaeger Open Space is located. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way. Any transfer under this section is subject to the requirements of Section 21.

(b) Jaeger Open Space

Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Jaeger Open Space including, without limitation, a leasehold interest. Grantor agrees that the deed or other legal instrument shall also incorporate by reference the Management Plans, and any amendment(s) to those documents. In addition, Grantor shall provide to prospective transferee an Assignment and Assumption Agreement approved by the USFWS and Action Agency. Grantor further agrees to give written notice to Grantee and the USFWS of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer, and provide the executed approved Assignment and Assumption Agreement to the USFWS and Action Agency for final execution. Grantee or the USFWS or Action Agency shall have the right to prevent any transfer in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Conservation Easement (including the exhibits and documents incorporated by reference in it). The failure of Grantor or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any transfer under this section is subject to the requirements of Section 21.

(c) Dissolution of Grantee. Grantee shall immediately transfer the Conservation Easement and deliver any and all monies it is then holding for purposes of this Conservation Easement, to an entity or other non-profit organization in accordance with Section 20(a), if any of the following occurs:

- (1) Grantee dissolves;
- (2) Grantee is the subject of a voluntary or involuntary petition in bankruptcy;
- (3) Grantee is unable to carry out its obligations under this Conservation Easement; or
- (4) The Grantor reasonably determines, and with the concurrence of the USFWS and Action Agency, that the monies held by Grantee, or its successor entity, are not being held, managed, invested, or disbursed for conservation purposes and consistent with the Conservation Property Endowment Funding and Management Agreement and legal requirements.

22. Merger.

The doctrine of merger shall not operate to extinguish this Conservation Easement if the Conservation Easement and the Jaeger Open Space become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement then, unless Grantor, Grantee, and the USFWS and Action Agency otherwise agree in writing, a replacement conservation easement containing the same protections embodied in this Conservation Easement shall be recorded against the Conservation Property.

23. Notices.

Any notice, demand, request, consent, approval, or other communication that

Grantor or Grantee desires or is required to give to the other shall be in writing, with a copy to the USFWS, and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, addressed as follows:

- To Grantor: JamCan, LLC  
2180 Oak Knoll Avenue  
Napa, CA, 94558  
Attn: Nate Heydorff
- To Grantee: Golden State Land Conservancy  
1151 Gravenstein Highway South  
Sebastopol, CA, 95472  
Attn: Devin Best, Executive Director
- To USFWS: United States Fish and Wildlife Service  
Sacramento Fish and Wildlife Office  
2800 Cottage Way, W-2605  
Sacramento, CA 95825  
Attn: Ryan Olah
- To U.S. ACOE: U.S. Army Corps of Engineers  
San Francisco District  
450 Golden Gate Avenue  
San Francisco, California 94102  
Attn: Regulatory Division Chief

or to such other address as a party or the USFWS shall designate by written notice to Grantor, Grantee and the USFWS. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, three (3) days after deposit into the United States mail.

24. Amendment.

This Conservation Easement may be amended by Grantor or Grantee only by mutual written agreement and written approval of the USFWS and Action Agency, which approval shall not be unreasonably withheld or delayed. Any such amendment shall be consistent with the purposes of this Conservation Easement and California law governing conservation easements, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of the county in which the Conservation Property is located, and Grantor and Grantee shall promptly provide a conformed copy of the recorded amendment to the USFWS and Action Agency.

25. Additional Provisions.

(a) Controlling Law.

The interpretation and performance of this Conservation Easement shall be governed by the laws of the United States and the State of California, disregarding the conflicts of law principles of such state.

(b) Liberal Construction.

Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to accomplish the purposes of this Conservation Easement and the policy and purpose of California Civil Code Section 815, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability.

If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to any other persons or circumstances.

(d) Entire Agreement.

This instrument (including its exhibits and the Management Plans incorporated by reference in this document) together set forth the entire agreement of Grantor, Grantee and the USFWS and Action Agency with respect to the Conservation Easement and supersede all prior discussions, negotiations, understandings, or agreements of such parties relating to the Conservation Easement. No alteration or variation of this Conservation Easement shall be valid or binding unless contained in an amendment in accordance with Section 23.

(e) No Forfeiture.

Without limiting the provisions of Section 13,] nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors.

The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties and their respective personal representatives, heirs, successors, and assigns, and shall constitute a servitude running in perpetuity with the Jaeger Open Space.

(g) Termination of Rights and Obligations.

A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Jaeger Open Space, except that liability for acts, omissions or breaches occurring prior to transfer shall survive transfer.

(h) Captions.

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) No Hazardous Materials Liability.

(1) Grantor represents and warrants that it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Jaeger Open Space, or transported to or from or affecting the Jaeger Open Space. All references to "Property" in this Section 24(i) include, but are not limited to, the Conservation Property.]

(2) Without limiting the obligations of Grantor under Section 17, Grantor hereby releases and agrees to indemnify, protect and hold harmless the Grantee's Indemnified Parties (defined in Section 17 (a)) from and against any and all Claims (defined in Section 17 (a)) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Jaeger Open Space at any time, except any Hazardous Materials placed, disposed or released by Grantee. This release and indemnification includes, without limitation, Claims for injury to or death of any person or physical damage to any property; and the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the Grantee's Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from the applicable Grantee Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Grantee Indemnified Party.

(3) Without limiting the obligations of Grantor under Section 17, Grantor hereby releases and agrees to indemnify, protect and hold harmless the Third-Party Beneficiary Indemnified Parties (defined in Section 17 (b)) from and against any and all Claims arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Jaeger Open Space at any time, except that this release and indemnification shall be inapplicable to a Third-Party Beneficiary Indemnified Party with respect to any Hazardous Materials placed, disposed or released by that Third-Party Beneficiary Indemnified Party. This release and indemnification includes, without limitation, Claims for injury to or death of any person or physical damage to any property; and the violation or alleged violation of, or other failure to comply with, any Environmental Laws. If any action or proceeding is brought against any of the Third-Party Beneficiary Indemnified Parties by reason of any such Claim, Grantor shall, at the election or and upon written notice from the applicable Third-Party Beneficiary Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Third-Party Beneficiary Indemnified Party for all charges incurred for services of the California Attorney General or the U.S. Department of Justice in defending the action or proceeding.

(4) Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee or any Third-Party Beneficiaries any of the following:

(A) The obligations or liability of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of

1980, as amended (42 U.S.C. § 9601, *et seq.*; hereinafter, "CERCLA"); or

(B) The obligations or liabilities of a person described in 42 U.S.C. § 9607(a)(3) or (4); or

(C) The obligations of a responsible person under any applicable Environmental Laws; or

(D) The right or duty to investigate and remediate any Hazardous Materials associated with the Jaeger Open Space ; or

(E) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Jaeger Open Space.

(5) The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, *et seq.*; hereinafter, "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. §5101, *et seq.*; hereinafter, "HTA"); the Hazardous Waste Control Law (California Health & Safety Code § 25100, *et seq.*; hereinafter, "HCL"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code § 25300, *et seq.*; hereinafter "HSA"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

(6) The term "Environmental Laws" includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, code, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee and Third-Party Beneficiaries that, all activities upon and use of the Conservation Property by Grantor, its agents, employees, invitees and contractors will comply with all Environmental Laws.

(j) Warranty.

Grantor represents and warrants that Grantor is the sole owner of fee simple title to Jaeger Open Space. Grantor also represents and warrants that, except as specifically disclosed to and approved by the USFWS and Action Agency pursuant to the Conservation Property Assessment and Warranty signed by Grantor, the Jaeger Open Space is not subject to any other conservation easement and there are no outstanding mortgages, liens, encumbrances or other interests in the Jaeger Open Space (including, without limitation, water and mineral interests) that may conflict or are otherwise inconsistent with this Conservation Easement Conservation Property and which have not been expressly subordinated to this Conservation Easement by a recorded Subordination Agreement approved by Grantee, the USFWS, and the Action Agency.

(k) Additional Interests.

Grantor shall not grant any additional easements, rights of way or other interests in the Jaeger Open Space (other than a security interest that is expressly subordinate to this Conservation Easement), or grant, transfer, abandon or relinquish (each a "Transfer") any mineral, air, or water right or any water associated with the Jaeger Open Space, without first obtaining the written consent of Grantee and the USFWS and Action Agency. Such consent may be withheld if Grantee or the USFWS and Action Agency determines that the proposed interest or Transfer is inconsistent with the purposes of this Conservation Easement or may impair or interfere with the Conservation Values of the Jaeger Open Space. This Section 24(k) shall not limit the provisions of Section 2(d) or 4(n), nor prohibit transfer of a fee or leasehold interest in the Jaeger Open Space that is subject to this Conservation Easement and complies with Section 20. Grantor shall provide a copy of any recorded or unrecorded grant or Transfer document to the Grantee and USFWS and Action Agency.

(l) Recording.

Grantee shall record this Conservation Easement in the official records of the county in which the Jaeger Open Space is located, and may re-record it at any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

(m) Funding.

Endowment funding for the perpetual management, maintenance, and monitoring of the Conservation Property is specified in and governed by the Management Plans Jaeger Open Space and the Conservation Property Endowment Funding and Management Agreement dated March 2, 202.

26. Exhibits.

The following Exhibits referenced in this Conservation Easement are attached to and incorporated by reference herein:

Exhibit A – Legal Description of Conservation Property

Exhibit B– Plat Map of Conservation Property

27. Change of Conditions. If one or more of the purposes of this Conservation Easement may no longer be accomplished, such failure of purpose shall not be deemed sufficient cause to terminate the entire Conservation Easement as long as any other purpose of the Conservation Easement may be accomplished. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment. Grantor and Grantee agree that global warming and climate change-caused effects shall not be a basis for termination or extinguishment of this Conservation Easement.

Approved as to form:

USFWS:

BY: Signed by:  
*Amber Aguilera* \_\_\_\_\_  
8652BED39260432...

NAME: Amber Aguilera

TITLE: Acting Field Supervisor

DATE: 5/2/2025

IN WITNESS WHEREOF Grantor has executed this Conservation Easement Deed the day and year first above written.

**GRANTOR: [Notarization Required]**

JAMCAN LLC

BY:  \_\_\_\_\_

NAME: THOMAS N. HEYOGEFF

TITLE: MANAGING MEMBER

DATE: 5/5/2025

**GRANTEE: [Notarization Required]**

**DOCUMENT IS SIGNED IN COUNTERPART**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

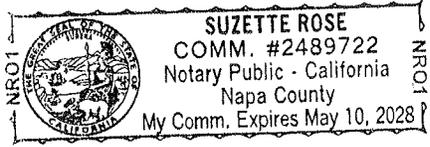
STATE OF CALIFORNIA }  
COUNTY OF Napa }ss

On 5/5/2025 before me, Suzette Rose, Notary Public, personally appeared Thomas N. Heydorff 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 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 



IN WITNESS WHEREOF Grantor has executed this Conservation Easement Deed the day and year first above written.

**GRANTOR:** [*Notarization Required*]

**DOCUMENT IS SIGNED IN COUNTERPART**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**GRANTEE:** [*Notarization Required*]

GOLDEN STATE LAND CONSERVANCY

BY: Gregory Nelson Carr

NAME: Gregory Nelson Carr

TITLE: Chair

DATE: 5/6/2025

# California All-Purpose Certificate of 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 SONOMA ) S.S.

On 05-06-2025 before me, CLIVE K. PRASAD Notary Public,  
Name of Notary Public, Title

personally appeared GREGORY NELSON  
Name of Signer (1)

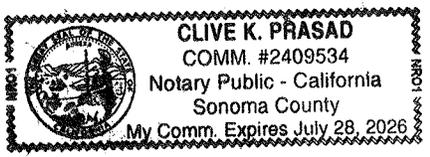
\_\_\_\_\_  
Name of Signer (2)

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.

*[Handwritten Signature]*



Seal

### OPTIONAL INFORMATION

*Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.*

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_  
CONSERVATION EASEMENT DEED  
 containing 2 pages, and dated 5-6-25.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) \_\_\_\_\_  
Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name of Firm, Association, Corporation, Partnership

Additional Information
<b>Method of Signer Identification</b>  Proved to me on the basis of satisfactory evidence: <input checked="" type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on:  Page # _____ Entry # _____  Notary contact: _____
<b>Other</b>  <input type="checkbox"/> Additional Signer <input type="checkbox"/> Signer(s) Thumbprints(s) <input type="checkbox"/> _____

Exhibit A

**ALBION SURVEYS**

CONSULTING LAND SURVEYORS

1113 Hunt Avenue, St. Helena, CA 94574  
(707) 963-1217 ♦ FAX (707) 963-1829  
E-Mail: [gzelazny@albionsurveys.com](mailto:gzelazny@albionsurveys.com)

EXHIBIT "A"

EASEMENT LEGAL DESCRIPTION  
Conservation Easement  
Offer of Dedication

The land described herein is situated in the State of California, County of Napa, unincorporated area, being Parcels 2 and 3 as shown on the map entitled "Parcel Map of the Lands of Jamcan LLC" filed December 4, 2020, in Book 28 of Parcel Maps at pages 19-22 in the Office of the Napa County Recorder, excepting therefrom those portions of said Parcels 2 and 3 labeled "Building Envelope" on said map, said land more particularly described as follows:

Beginning at the most southerly corner of said Parcel 3 thence along the south line of said Parcel 3 North 76°20'35" West for 2,841.99 feet to the southwest corner thereof, thence along the westerly line of said Parcel 3 and the northerly extension thereof North 3°42'43" West for 788.19 feet to a point on the northerly line of said Parcel 3, said point being the northeasterly corner of that area labeled "Building Envelope" on said map and also being the southwesterly corner of said Parcel 2, thence along the perimeter of said Parcel 2 the following three (3) courses:

1. North 3°42'43" West for 2,764.46 feet, thence
2. North 62°13'34" West for 910.48 feet, thence
3. North 90°00'00" West for 652.89 feet to the southeast corner of that area labeled "Building Envelope" on

said map, thence along the Easterly lines of said "Building Envelope" the following two (2) courses:

- 1) North 0°00'00" East for 361.59 feet, thence
- 2) North 26°46'09" East for 398.18 feet to the north line of said Parcel 2, thence along the perimeter of said

Parcels 2 and 3 the following nine (9) courses:

1. North 69°30'11" East for 1,130.63 feet, thence
2. South 61°48'20" East for 362.95 feet, thence
3. South 21°29'31" East for 1,799.77 feet, thence
4. South 46°13'13" East for 628.20 feet, thence
5. North 70°41'22" East for 2,235.71 feet, thence
6. South 22°32'18" East for 1,212.52 feet, thence
7. South 12°49'36" West for 1,761.51 feet, thence
8. South 17°27'21" West for 272.58 feet, thence
9. South 16°09'38" West for 1,160.40 feet to the Point of Beginning;

Containing 321.20 acres of land, more or less.

Portions of APNs 059-020-054 and 059-020-055.

Prepared by:

Greg Zelazny, PLS 8772



Date: February 19, 2025

Exhibit B

# EXHIBIT "B"

## CONSERVATION EASEMENT

OVER THE LANDS OF JAMCAN LLC  
 APN 059-020-054 & 059-020-055  
 COUNTY OF NAPA, STATE OF CALIFORNIA

BUILDING ENVELOPE,  
 PARCEL 2, 28 PM 19/22.  
 EXCLUDED FROM  
 CONSERVATION EASEMENT  
 5.25 AC±

THIS EXHIBIT IS FOR GRAPHIC  
 PURPOSES ONLY.  
 ANY ERRORS OR OMISSIONS ON  
 THIS EXHIBIT SHALL NOT AFFECT  
 THE DEED(S) DESCRIPTION.

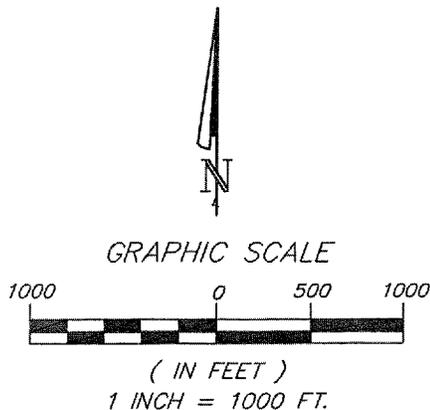
APN 059-020-053  
 PARCEL 1, 28 PM 19/22  
 (NOT A PART)

APN 059-020-054  
 PARCEL 2, 28 PM 19/22  
 160.22 AC±  
 CONSERVATION EASEMENT  
 AREA (HATCHED)  
 154.97 AC±

APN 059-020-055  
 PARCEL 3, 28 PM 19/22  
 169.53 AC±  
 CONSERVATION EASEMENT  
 AREA (HATCHED)  
 166.23 AC±

LINE TABLE		
Line	Bearing	Length
L1	N90°00'00"W	652.89
L2	N0°00'00"E	361.59
L3	N26°46'09"E	398.18

BUILDING ENVELOPE,  
 PARCEL 3, 28 PM 19/22.  
 EXCLUDED FROM CONSERVATION EASEMENT  
 3.30 AC±



PREPARED UNDER THE DIRECTION OF:



**ALBION SURVEYS**  
 CONSULTING LAND SURVEYORS  
 1113 HUNT AVENUE  
 ST. HELENA, CA 94574  
 (707) 963-1217  
 www.albionsurveys.com

FEBRUARY 18, 2025  
 SHEET 1 OF 1  
 4504-00 CE (3).dwg



## **CONSERVATION AND MITIGATION BANKING GUIDELINES**



**State of California  
Natural Resources Agency  
Department of Fish and Wildlife**

**Finalized August  
2014**

**Cultural Resources Section Updated  
July 2019**

**Legislation Section Updated and Guidance on  
Wildlife Connectivity Actions Section Added  
May 2024**

## Table of Contents

Table of Contents.....	ii
Chapter 1: Conservation and Mitigation Banking Statute of 2013.....	1
Introduction.....	1
Purpose .....	2
Legislation .....	2
Definitions.....	3
Chapter 2: Interagency Guidance Documents .....	5
Interagency Guidance for Preparing Bank Proposals.....	5
Bank Proposal Review Checklists .....	5
Bank Enabling Instrument .....	5
Conservation Bank Enabling Instrument .....	6
Conservation Easement .....	6
Property Assessment and Warranty .....	6
Long-Term Management Plan.....	6
Chapter 3: CDFW Bank Review Process.....	8
Bank Applications.....	8
Fees .....	9
Review Timelines .....	10
Bank Database.....	11
Chapter 4: CDFW Guidance and Templates.....	13
Instructions for Bank Sponsors.....	13
Review Process Flowchart and Description .....	13
Bank Submittal Form.....	13
Guidance on Lands Appropriate for Banking.....	14

Guidance on Wildlife Connectivity Actions .....	14
Guidance on Cultural, Historical, Archeological, and Native American Resources ("cultural resources") .....	15
Letter of Credit Template.....	15
Bank Amendment Process Flowchart and Description.....	16
Notifications to Bank Sponsors.....	16
Chapter 5: Additional Guidance .....	17
Clarification of Fees.....	17
Considerations for Determining Acceptability .....	18
Annual Fee Adjustments .....	19
Banks Previously Approved by Other Agencies .....	20
Voluntary Time Extensions.....	20
Guidance for CEQA Banks.....	21
Siting Banks to Contribute to CDFW Conservation Objectives.....	21
Common Banking Acronyms .....	25

## Chapter 1: Conservation and Mitigation Banking Statute of 2013

### Introduction

Since the mid-1980s, the State of California has actively sought alternatives to the small, fragmented habitat reserves that can result from project-by-project mitigation. One approach has been the creation of conservation and mitigation banks. These banks are generally large, connected areas of preserved, restored, enhanced, or constructed habitats (for example, wetlands) that are set aside for the express purpose of providing mitigation for project impacts to wetlands, threatened and endangered species, and other sensitive resources.

The terms "conservation bank" and "mitigation bank" are defined in Fish and Game Code section (§)1797.5. Broadly speaking, a bank is privately, or publicly owned land managed for its natural resource values. In exchange for permanently protecting the land and resources, and managing them according to a written agreement with the California Department of Fish and Wildlife (CDFW), the bank sponsor is issued credits that it may sell to project proponents who need to satisfy legal requirements for mitigating the environmental impacts of projects, or that it may use for its own project mitigation needs. A privately owned conservation or mitigation bank is a free-market enterprise that offers landowners economic incentives to protect natural resources, and that can save time and money for parties with mitigation responsibilities by simplifying the state regulatory compliance process. A publicly owned conservation or mitigation bank offers the sponsoring public agency advance mitigation for larger or multiple projects and/or operations and maintenance that spans longer term project planning horizons.

Conservation banks generally protect threatened or endangered species habitat or other sensitive resources, while mitigation banks conserve existing, restored, enhanced, or created wetland habitats that may also provide habitat for listed species. CDFW has actively supported banking to provide an incentive to conserve lands, consolidate mitigation into larger, more ecologically viable properties, and assist CDFW in meeting its conservation goals. Conservation and mitigation banking is important to the state because banks provide regulatory efficiencies, environmental benefits, and economic advantages.

Banking has been an ongoing activity since the early 1990's, and in 1995 a state policy on conservation banks was established jointly by the Natural Resources Agency and the California Environmental Protection Agency. Bank proposals have increased each year with more than 60 requests submitted in 2011–12. CDFW staff is involved in all facets of bank review and approval, yet until 2013 there was no dedicated funding source to carry out these activities. Due to state agency reductions in 2011 including loss of CDFW positions and funding, CDFW did not have the financial means to continue to provide bank services without cost recovery, and it suspended bank review in early 2012. The CDFW banking program resumed in January 2013, when legislation with standards for bank applications, timelines for CDFW review and response, and associated fees for cost recovery became effective.

## Purpose

CDFW is providing these Guidelines and criteria to implement Chapter 7.9 of Division 2 (beginning with §1797) of the Fish and Game Code (FGC). These Guidelines incorporate all relevant documents and program guidance as of the date of these Guidelines, as contemplated by FGC §1799.1(c). These Guidelines are intended to clarify the bank review and approval process as defined in the FGC in order to assist bank sponsors, partner agencies, the public, and CDFW staff. CDFW intends that these Guidelines will be a "living document" available on the CDFW Conservation and Mitigation Banking webpage. CDFW, in coordination with interested parties, will update these Guidelines as additional relevant documents or program guidance become available.

## Legislation

Senate Bill (SB) 1148 (Pavley), Ch. 565, Statutes of 2012, effective January 1, 2013<sup>1</sup> established a process for CDFW review and approval of mitigation and conservation bank applications and new fees for program services, administration, and oversight by CDFW. Through legislative findings and declarations, this new statute reinforced the values and importance of conservation and mitigation banks in providing for the conservation of important habitats and habitat linkages, taking advantage of economies of scale that are often not available to individual mitigation projects, and simplifying the state regulatory compliance process while achieving conservation goals. Among other things, the legislation also acknowledged a desire for greater transparency to ensure mitigation requirements are fully met when employing banks, and that the monitoring of banks to ensure long-term conservation of species and habitats is scientifically valid. Finding that banks and the entities to which bank credits are sold should fully fund the administrative and regulatory costs incurred by CDFW in providing banking program services, administration and oversight, SB 1148 also imposed new fees to cover these costs.

In FGC §1797(h), the Legislature finds and declares its intent that banking and all other forms of mitigation for wildlife species should:

- comply with regulatory requirements
- be based on the best available scientific information
- be capable of being implemented successfully
- have adequate funding to achieve mitigation measures
- be monitored for compliance and effectiveness

The Legislature also recognized in §1797(h) that mitigation and conservation banking is

---

<sup>1</sup> Fish and Game Code, Chapter 7.9 (beginning with §1797), Division 2.

an important conservation mechanism in California because banks provide regulatory efficiencies, environmental benefits, and economic advantages. Properly developed and monitored banks have demonstrated their value and efficacy and are important tools in mitigating impacts to resources and in conserving a wide range of habitat lands.

Additionally, Senate Bill 790 (SB 790), effective January 1, 2022 as [Fish and Game Code section 1955 et seq., titled "Wildlife Connectivity Actions,"](#) gives CDFW the ability to create credits for a wildlife connectivity action through its banking or Regional Conservation Investment Strategies (RCIS) programs. Credits created in accordance with SB 790 could satisfy project mitigation requirements (e.g., CEQA, CESA, LSA Agreements).

Pursuant to Fish and Game Code section 1958, CDFW developed Wildlife Connectivity Advance Mitigation Guidelines intended to provide information and assist project sponsors, public agencies, private entities, the public, and CDFW staff when a wildlife connectivity action is proposed within the banking or RCIS programs. Additionally, they are meant to supplement the banking and RCIS program guidelines.

## Definitions

Some terms used in the enacted legislation were not defined. CDFW has provided definitions for these terms and others used in bank review and approval to provide clearer direction and guidance to bank sponsors. In addition to the terms defined in FGC §1797.5, the terms below are used in these Guidelines and defined as follows:

- *"Amendment"* means any addition, change or other modification to a CDFW-approved bank that requires approval from CDFW. There are two types of amendments:
  - *"Simple amendment"* means any amendment that relates to the organization or administration of the bank including, but not limited to, changes in bank name, ownership, address, bank sponsor, property owner, endowment holder, a decrease in the number of credits, or reduction in the bank service area.
  - *"Complex amendment"* means any amendment that relates to the operation, management, or other material element of the bank including, but not limited to, conservation easement transfer, increase in service area, change in service area configuration (excluding a service area reduction), increase in the number(s) or type(s) of credits, change in the types(s) of credits, increase in the size of the bank property, or substantial variation from the recommended standard templates.
- *"Approved bank"* means a bank CDFW has determined to be acceptable and for which the bank agreement has been signed by CDFW.
- *"Bank agreement"* or *"bank agreement package"* means the bank enabling instrument including all of its exhibits and attachments as required by the [interagency checklists](#).
- *"CDFW modification"* means any addition, change or other modification proposed to

a CDFW- approved bank by CDFW staff, alone or with one or more other signatory agencies.

- "*Clerical change*" means any alteration to a CDFW-approved bank agreement such as corrections of typos or other minor errors, and any minor information change that CDFW determines has no substantive impact on the bank, its organization or administration.
- "*Established*" bank (or "*establishment*" of a bank) means the bank agreement has been signed, any security provided, and the land has been protected by recording a conservation easement or transferring fee title.
- "*Interagency review team*" or "*IRT*" means the group of federal, tribal, state, or local regulatory or resource agencies with authorities and/or mandates directly affecting, or affected by the establishment, operation, or use of a mitigation or conservation bank. The members of the IRT vary depending on the resources conserved by the bank and the location of the bank in the state. The IRT is sometimes referred to as the Mitigation Bank Review Team (MBRT) or Conservation Bank Review Team (CBRT), depending on the agencies involved.
- "*Unsolicited change*" is defined in FGC §1798.5(f) and §1798.6(f). An unsolicited change includes only those changes requested by the bank sponsor, property owner, or any other party associated with the bank, and does not include changes requested by CDFW or other IRT agencies acting on their own initiative.

## **Chapter 2: Interagency Guidance Documents**

### **Interagency Guidance for Preparing Bank Proposals**

In a statewide team effort in 2006, CDFW and other state and federal agencies entered into a Memorandum of Understanding (M O U) (updated and renewed in 2011) to guide how the parties would work together to develop and use combined or coordinated approaches to mitigation and conservation banking, such as standardized banking program documents and guidance. The agencies represented in this effort include: the California Natural Resources Agency, California Department of Fish and Wildlife, US Army Corps of Engineers, US Fish and Wildlife Service, US Environmental Protection Agency, US Department of Agriculture - Natural Resources Conservation Service, National Oceanic and Atmospheric Administration - National Marine Fisheries Service, and State Water Resources Control Board.

The interagency Project Delivery Team (PDT), established by the M O U, created the first joint bank document templates in 2006 (published in 2008). Since then, the templates and instructions have been updated periodically to reflect changing policies and new bank implementation experience, with input from bank sponsors and staff from the interagency review team (IRT) agencies. When templates are updated, the public is given an opportunity to provide comments in response to a US Army Corps of Engineers public notice, and at a public meeting hosted by the IRT agencies. The current versions of the bank document templates and instructions, including bank proposal review checklists, bank enabling instrument, conservation easement, and long-term management plan are available at [CDFW's Conservation and Mitigation Banking webpage](#). The IRT agencies recommend that bank sponsors use these templates without modifying them. Significant changes to standard template language may cause the bank review and evaluation process to take considerably longer than if the template is used.

#### **Bank Proposal Review Checklists**

The PDT created bank proposal review checklists to assist bank sponsors in providing information about their bank proposal to the IRT agencies that is sufficient to meet the agencies' requirements. A complete bank package helps the agencies provide meaningful feedback at early stages of the evaluation process, and facilitates timely review. To assist bank sponsors in preparing complete bank proposals, the PDT created checklists for the draft prospectus, prospectus, and draft bank enabling instrument. The instructions that accompany the checklists provide additional guidance to bank sponsors on the process of creating a bank. For certain steps or components in the checklist the bank sponsor may benefit from obtaining professional assistance for the financial, legal and environmental aspects of the proposed bank.

#### **Bank Enabling Instrument**

A Bank Enabling Instrument (B E I) is an agreement between a mitigation bank sponsor, bank property owner, and the signatory agencies that have jurisdiction over the wetland resources to be conserved and managed by the mitigation bank and for which credits will be established. The B E I identifies the conditions and criteria under which the bank will

be established, managed, and operated. The B E I, including its required exhibits, describes the location of the bank site, the bank service area, the numbers and types of credits to be established and how they will be released, and how the bank will be managed and conserved in perpetuity. It describes allowable activities and access and identifies requirements such as environmental site assessments and appropriate monitoring programs. The B E I, once completed and finalized, must be signed by CDFW to be approved. For a complete understanding of the B E I, please refer to the current template at CDFW Instructions and Templates webpage.

## **Conservation Bank Enabling Instrument**

The Conservation Bank Enabling Instrument (CBEI) is an agreement between a conservation bank sponsor, bank property owner, and the signatory agencies that have jurisdiction over the threatened or endangered species habitat or other sensitive resources to be conserved and managed by the conservation bank and for which credits will be established. Currently, until a CBEI template is finalized, a CBEI is derived from the standard template B E I, and contains essentially the same provisions and exhibits as the B E I. As the starting point for creating a CBEI, the B E I template is modified to focus on issues pertinent to the conservation bank. For the purposes of these Guidelines, references to the B E I apply to the CBEI as well.

## **Conservation Easement**

The biological resources protected by a conservation or mitigation bank must be conserved in perpetuity, typically by granting a conservation easement to an eligible Federal or State resource agency or non-profit conservation organization. A conservation easement, established according to California Civil Code section 815, *et seq.*, preserves land and resources in perpetuity while allowing property owners to retain many private property rights. It constitutes an interest in the land that is binding on future owners. The conservation easement prohibits activities on and uses of the bank property that might otherwise interfere with the functioning of the bank. The PDT has created a conservation easement template for banks.

## **Property Assessment and Warranty**

The Property Assessment and Warranty requires the landowner to provide a narrative explaining each recorded or unrecorded lien, encumbrance, or other exception to the title of the bank property. It describes the impact any matter affecting title may have on a conservation easement or fee title held by a conservation entity and is accompanied by a preliminary title report. The IRT agencies rely on the Property Assessment and Warranty to identify any constraints on the bank property that could prohibit or interfere with permanent conservation of the bank's resources.

## **Long-Term Management Plan**

Management of the bank property is essential to assure a bank continues to provide high quality habitat and is key to the success of a mitigation or conservation bank. The purpose of the Long-Term Management Plan is to ensure the bank property is managed, monitored, and maintained in perpetuity for its natural resource values. The long-term management plan establishes objectives, priorities, tasks, and reporting requirements.

Management actions are tailored to achieve desired outcomes for the covered species and habitat and must be designed to adapt to changing environmental factors (adaptive management).

## **Chapter 3: CDFW Bank Review Process**

Bank applications are received by and reviewed at CDFW Regional Offices. Regional Bank Coordinators serve as the primary contact for bank sponsors and participate as members of the IRTs. Regional Bank Coordinators have the expertise to review bank proposals and work with bank sponsors and other IRT agencies to finalize the terms of the bank and all the necessary bank documents. Bank agreement and amendment packages that make significant changes to standard template language may also be subject to review by the CDFW Office of General Counsel (OGC). Acceptable bank agreement and bank amendment packages are approved in writing and signed by the Regional Manager. Where either a conservation easement interest in or fee title to the bank property is proposed to be granted to CDFW, relevant documents are reviewed by the Habitat Conservation Planning Branch, may be reviewed by OGC, and, after internal CDFW processing is complete, are then forwarded to the Wildlife Conservation Board for acceptance and recording. Conservation easements that are to be granted to an approved non-profit organization will be processed by the bank sponsor or landowner and the grantee of the conservation easement.

### **Bank Applications**

Bank applications fall into four main categories or document types: draft prospectus (optional), prospectus, bank agreement package, and amendment package.

Any person or entity seeking CDFW approval to establish a bank will need to submit a series of application documents during the bank review process. This phased approach allows CDFW to consider bank concepts and initial proposals before the bank sponsor invests the time and resources to prepare a full bank agreement package. For example, a bank sponsor may begin the process by submitting a draft prospectus (optional), then prospectus, and finally, if the prospectus is acceptable, a bank agreement package. However, a bank sponsor may also choose to begin the process with a prospectus, skipping the draft prospectus stage. After bank approval, the bank sponsor may request amendments.

Except for banks where CDFW is the only agency with jurisdiction, bank applications are typically jointly reviewed by the IRT agencies according to the interagency templates, checklists, and processes agreed to by the IRT/PDT agencies (see Chapter 2).

### **Draft Prospectus (optional)**

A draft prospectus is a brief, concept level proposal that is optional but recommended when a bank sponsor is scoping the concept for a bank or contemplating a specific mitigation or conservation bank idea, or for those new to the banking process. This step is intended to identify potential obstacles early so that the bank sponsor may rectify the issues, revise the proposal, or decide not to pursue the bank prior to investing in the full requirements of formal prospectus review. The bank sponsor may elect to submit an optional draft prospectus to CDFW for comment and consultation. CDFW may request a site visit to the proposed bank location. See the Checklist for Draft Prospectus for a complete list of the information required.

## **Prospectus**

The bank sponsor must submit a prospectus to CDFW. It is a written summary of the proposed bank. FGC §1797.5(h) requires that it contains "a sufficient level of detail to support informed department review and comment." The prospectus allows CDFW to determine if the bank proposal is adequate to support development of a full bank agreement package. The prospectus review process allows for early collaboration among CDFW and the bank sponsor to clarify the intent for the proposal and to identify potential benefits and issues. See the Checklist for Prospectus for a complete list of the information required. CDFW will visit the site of the proposed bank. The prospectus will be reviewed and evaluated by CDFW to determine if it is acceptable (see Chapter 5 for Considerations for Determining Acceptability), and whether the bank sponsor may submit a draft bank agreement package.

## **Bank Agreement Package**

The bank agreement package is defined in Chapter 1. The PDT agencies have created templates for many of the required bank agreement components, including the B E I, conservation easement, and long-term management plan. The bank sponsor may submit a draft bank agreement package to CDFW after it determines the prospectus to be acceptable. See the Checklist for Draft B E I for a complete list of the information required. CDFW will review and evaluate the draft bank agreement package.

## **Amendments**

Amendment is defined in Chapter 1. A bank sponsor seeking to amend a CDFW-approved bank must submit a complete bank amendment package (as defined in FGC §1798.6(a)) to CDFW. See the Checklist for Draft B E I for a complete list of the information required. CDFW will review and evaluate the bank amendment package.

## **Fees**

FGC §§1798, 1798.5, 1798.6, and 1799 established the initial fees for the various bank application phases described above, as well as an implementation and compliance fee for approved banks. These fees are deposited in a separate dedicated account and expended for the purposes of funding the CDFW banking program as provided in FGC §1797(f) and §1799.1.

FGC §1799.1 directs CDFW to adjust the fees annually pursuant to FGC §713. Fee adjustments are determined using the Implicit Price Deflator (IPD) for State and Local Government Purchases of Goods and Services, as published by the United States Department of Commerce. The rate of change for the annual fee adjustment is determined by comparing the March 31 quarter end IPD index of the current year to the March 31 quarter end IPD index of the prior year. Each current banking fee is multiplied by the relative amount of change in the IPD index. The product is added to the fee for the current year and then rounded to the nearest \$0.25 increment (as required by FGC §713). The resulting amounts are the adjusted fees for the new calendar year, beginning January 1.

The following table shows the initial statutory fee amounts and the adjusted fees for

2014:

<b>Bank Document Name/Phase</b>	<b>Initial Review Fees through 1/31/14</b>	<b>Review Fees 2/1/14 - 12/31/14</b>
Draft Prospectus (optional)	\$1,500	\$1,507.75
Prospectus	\$10,000 (or \$8,500 if optional Draft Prospectus was evaluated)	\$10,052.25 (or \$8,544.50 if optional Draft Prospectus was evaluated)
Bank Agreement Package	\$25,000	\$25,130.50
Unsolicited change	\$10,000	\$10,052.25
Bank Amendment Package (initial/simple)	\$7,500	\$7,539.25
Bank Amendment Package (complex)	\$25,000 (or \$17,500 if initial Bank Amendment Package fee was paid)	\$25,130.50 (or \$17,539.50 if initial Bank Amendment Package fee was paid)
Implementation	\$60,000	\$60,313.50

Each fall, CDFW will determine the fee change for the next year, notify the public via the fee webpage, and update the Bank Submittal Form. The fee change will become effective on January 1<sup>st</sup> of each year. Bank sponsors submitting bank documents to CDFW that are received with the incorrect fees will receive a letter giving notice of the applicable fee and that the proposal review timeline will not begin until CDFW has received the appropriate fee. Chapter 5 describes some situations where fees will not be required.

### **Review Timelines**

FGC §§1798, 1798.5, and 1798.6 established timelines for CDFW review and evaluation of the various bank applications. To assist applicants, CDFW has created a graphical representation or flowchart of the process of submittal and review of a draft prospectus, prospectus, and bank agreement package. The review periods are summarized in the table below. The minimum allowed review period for any bank proposal is 240 days. CDFW must receive the appropriate review fee and bank package for the statutory review timeline to begin. Please refer to FGC §§1798-1798.6 for detailed information about CDFW review timelines.

<b>Bank Document Name/Phase</b>	<b>Action/Decision</b>	<b>Review Timeline</b>
Draft Prospectus (optional)	Initial evaluation	30 days
Prospectus	Complete?	30 days
Prospectus	Acceptable?	90 days
Bank Agreement Package Bank Agreement Package (continued)	Complete?	30 days
Bank Agreement Package Bank Agreement Package (continued)	Acceptable?	90 days
Bank Agreement Package Bank Agreement Package (continued)	CDFW Requests Supplemental Information	+90 days
Bank Agreement Package Bank Agreement Package (continued)	Unsolicited change	+90 days
Bank Agreement Package Bank Agreement Package (continued)	FGC §1798.5(g) Extension	+60 days
Bank Amendment Package	Complete?	30 days
Bank Amendment Package	Acceptable?	90 days
Bank Amendment Package	CDFW Requests Supplemental Information	-

## **Bank Database**

FGC §1799(c) requires CDFW to establish and maintain a database that allows bank sponsors to share information about their banks, and to make the information available via the CDFW internet website. The information available for each bank will include, but is not limited to, bank name, location, contact information, total number of each type of bank credit, number and types of credits sold or obligated, number of credits applied, balance of each type of credit remaining, status of the species and habitat at the bank, a link to the bank's long-term management plan, and links to the complete annual

monitoring reports. In addition, CDFW will track bank documents submitted, fees paid, and review timelines.

Planning for the database began in mid-2013, with full implementation expected mid-2015. Bank sponsors with a CDFW-approved bank will be able to submit updates about their bank to the Regional Bank Coordinator who will upload the information to the database. The database will be searchable by the public. Until the new database is functional, CDFW lists established banks on its bank webpage.

## Chapter 4: CDFW Guidance and Templates

In addition to the multi-agency templates described in Chapter 2, CDFW has prepared a variety of guidance documents to assist potential bank sponsors who are interested in establishing a mitigation or conservation bank. These documents include instructions, general guidance, templates, flow charts to assist bank sponsors in understanding the CDFW bank application review process, and instructions describing how to submit the appropriate fees as established in FGC §§1797-1799.1. The following guidance documents are discussed in this chapter:

- Instructions for bank sponsors
- Review process flowchart and description
- Bank submittal forms
- Guidance on lands appropriate for banking
- Letter of credit template
- Bank amendment process flowchart and description

Current versions of these CDFW guidance documents and templates are on the [CDFW Conservation and Mitigation Banking webpage](#). These aids are for general information only and do not change the requirements of FGC §1797, *et seq.*

### Instructions for Bank Sponsors

FGC §§1797-1799.1 created new steps in the CDFW process for authorizing and amending banks and mandated fees to fund CDFW's services. The Instructions for Bank Sponsors explains where to obtain templates, describes how to contact a CDFW Regional Bank Coordinator, identifies required forms, and cites the appropriate fee to be submitted with each bank application document.

### Review Process Flowchart and Description

FGC §§1798-1798.5 created specific requirements in the CDFW review process, including timelines and procedures for requesting more information, handling proposed changes, and resubmitting bank applications. To assist bank sponsors, CDFW created a graphical representation or flowchart of the process of submittal to and review by CDFW of a draft prospectus (optional), prospectus, and bank agreement package. Footnotes in the flowchart provide clarification and references to the applicable FGC sections. In addition, CDFW created a step-by-step description of the review steps and fees for bank prospectuses and bank agreement packages. This outline is complementary to the flowchart and is intended to walk bank sponsors through the basic process for bank review and associated fees.

### Bank Submittal Form

In order for CDFW to accurately track bank applications and fee payments, bank

sponsors must use the Bank Submittal Form when submitting bank documents to CDFW. Key pieces of information needed for accurate tracking are the bank name and CDFW-assigned tracking number, bank sponsor name and other contact information, as well as the type of bank document and its corresponding fee. The Instructions for Bank Sponsors explains how a bank sponsor may obtain a CDFW tracking number that is necessary for completing and submitting this form. The Bank Submittal Form provides instructions for payment of fees, which must be made by check or through wire transfer.

## **Guidance on Lands Appropriate for Banking**

Bank sponsors should carefully select proposed bank sites to assure they provide conservation value for the sensitive species, habitats, and/or wetlands for which credits are sought. CDFW encourages bank sponsors to consider siting prospective banks where they will conserve significant high value resources, contribute to regional conservation strategies, and create a bank of ecologically sustainable size near other conserved lands. The CDFW Regional Bank Coordinators are available as a resource to bank sponsors considering locations for prospective banks. For additional guidance, see *Siting Banks to Contribute to CDFW Conservation Objectives*.

Some locations may not be appropriate for banking. Lands may be unsuitable to become mitigation or conservation banks if they have been used to mitigate impacts of previous projects, were acquired or conserved using public funding sources, or are subject to incompatible uses that could preclude an ecologically functional and sustainable bank. Lands that do not support significant biological resources or are not biologically viable or would not meet obligations of permits or authorizations that require mitigation, may also not be appropriate for a bank. The CDFW website offers additional direction on what lands are appropriate for banking.

## **Guidance on Wildlife Connectivity Actions**

Bank sponsors can propose credits for a wildlife connectivity action. A wildlife connectivity action is an action that measurably improves aquatic or terrestrial habitat connectivity, or wildlife migration, recolonization, and breeding opportunities inhibited by built infrastructure or habitat fragmentation. A wildlife connectivity action may include, but is not limited to, a road overpass or underpass solely for use by wildlife (Fish & G. Code section 1956, subsection (d)).

A few examples of wildlife connectivity actions addressing linear infrastructure barriers are:

- Restoring chinook salmon migration to upstream waters by replacing a culvert under a county road with a full-span bridge, so the location is passable by all life stages of chinook salmon as well as providing passing during flood events. This would facilitate movement of chinook salmon, steelhead, other aquatic species, and some terrestrial species (e.g., mountain lions).
- Restoring the linkage between upland breeding habitat and ponds to allow populations of California tiger salamander to expand their habitat and population by

installing an elevated roadway with openings and associated directional fencing. This could also allow crossings for Alameda whipsnake.

- Building an overpass across a state freeway with directional fencing to allow movement of desert bighorn sheep, Mohave ground squirrel, and desert kit fox to expand into protected habitat.

When a bank sponsor proposes a bank with a wildlife connectivity action, the bank sponsor must include additional information regarding the wildlife connectivity action. The [Wildlife Connectivity Advance Mitigation Guidelines](#) provides the crediting considerations for bank sponsors to use when proposing credit amounts for the wildlife connectivity action and lists information or documentation required for the credit proposal.

### **Guidance on Cultural, Historical, Archeological, and Native American Resources (“cultural resources”)**

To facilitate compliance with CDFW’s Tribal Communication and Consultation Policy<sup>2</sup>, CDFW will seek in good faith to consult with tribes whenever CDFW actions may significantly impact Tribal Interests. To help facilitate this process in a timely manner, CDFW may request bank sponsors to perform a cultural resources records search on all proposed conservation and mitigation bank sites.

Based on the records search results, CDFW will evaluate whether bank approval and the ensuing bank establishment and management activities may have an impact on Tribal Interests. If CDFW determines that such activities may have an impact on Tribal Interests, CDFW will follow the procedures in CDFW’s Tribal Communication and Consultation Policy before approving the bank.

### **Letter of Credit Template**

The bank sponsor is responsible for providing financial security for the successful completion of habitat construction, management, monitoring, and remedial actions in accordance with the B E I. Financial security is typically required for activities not completed or fully funded by the time the bank is established.

The bank sponsor may choose to provide financial security in the form of either a cashier's check payable to the appropriate IRT agency or an irrevocable standby letter of credit (LOC). A LOC is a common instrument issued by a financial institution to guarantee payment or performance of an obligation. If a LOC is provided as security, it must name one of the IRT agencies as the beneficiary. A LOC must be issued for no less than one year and provide an expiration date that will be automatically extended

---

<sup>2</sup> [Department of Fish and Wildlife Bulletin: Tribal Communication and Consultation Policy](#)

annually until the beneficiary releases the LOC based on completion of measures described in the BEI and LOC. Details on the requirements for performance security and letters of credit are available in the B E I.

CDFW has created a template letter of credit for use by bank sponsors where CDFW is the named beneficiary. LOCs must be approved by CDFW before they are issued to secure obligations related to a conservation or mitigation bank.

### **Bank Amendment Process Flowchart and Description**

The process for amending banks mirrors the process described above for authorizing a bank agreement package. To assist bank sponsors, CDFW created a graphical representation or flowchart of the bank amendment submittal and review process. Footnotes in the flowchart provide clarification and references to the applicable FGC sections. In addition, CDFW created a step-by-step description of the fees and review steps for proposed bank amendments. The outline is complementary to the flowchart and is intended to walk bank sponsors through the basic process for amendment review and associated fees.

### **Notifications to Bank Sponsors**

FGC §§1798-1798.6 require CDFW to provide notice to bank sponsors of determinations related to whether applications are complete or not complete and acceptable or not acceptable. CDFW has established a process to provide such notifications. In the case of notifications of not complete or not acceptable, CDFW's written notification will state the reasons for the determination as it relates to requirements of the banking statute and/or interagency templates, checklists, and processes agreed to by the IRT agencies (see Chapter 2)

## **Chapter 5: Additional Guidance**

CDFW banking staff throughout the State met regularly during 2013 to share experiences and discuss program questions related to implementation of FGC §§1797-1799.1. With input from the community of banking stakeholders, the following new or clarified program practices were created to improve the application and review process for all interested parties.

### **Clarification of Fees**

Implementation of FGC §§1797-1799.1 has revealed some situations where guidance regarding application of the statutory fee requirements would be beneficial. Guidance regarding fees for unsolicited changes to draft bank agreements/amendments and other changes to CDFW-approved banks is provided below.

### **Unsolicited Changes During CDFW's 90-Day Review Period**

FGC §§1798.5(f) and 1798.6(f) require CDFW to charge a fee if a bank sponsor proposes changes to a draft bank agreement or amendment package that have not been solicited by CDFW during its 90-day review period, if CDFW identifies the change as one that will require additional CDFW staff review time. This fee is referred to in these Guidelines as an unsolicited change fee. One reason for instituting an unsolicited change fee was to encourage bank sponsors to submit well thought-out, thorough, complete, and viable bank or amendment proposals. CDFW can best advance the goals of the banking program by investing its resources in proposed banks that provide high quality resources for which credits are sought, are aligned with CDFW's regional conservation goals, provide appropriate mitigation for project impacts, and meet the requirements of FGC §§1797-1799 and the interagency guidance provided by the IRT agencies. When CDFW receives the fee for an unsolicited change and all required documents, a new 90-day review period begins.

The law requires CDFW to assess a one-time fee for an unsolicited change to cover the reasonable cost of CDFW's services in reviewing a change that it determines will require additional CDFW staff time. CDFW review of an unsolicited change can be anticipated to include a reasonable amount of back-and-forth discussion and adjustments on the subject of the proposed change, interagency coordination, document revisions, and associated review. All of these activities would be covered under the one-time change fee. However, if later in the CDFW review process the bank sponsor proposes another change on a different topic than the change addressed previously, CDFW will again determine if additional CDFW staff time is needed and, if so, assess an unsolicited change fee to cover the reasonable cost of CDFW's services in reviewing the new change. Upon receipt of this fee and all required documents a new 90-day review period will begin.

Sometimes changes will be proposed by another IRT agency on its own initiative during CDFW's 90-day review period. These changes are not subject to FGC §§1798.5(f) or 1798.6(f). CDFW will not assess an unsolicited change fee if the bank sponsor demonstrates to the reasonable satisfaction of CDFW that another signatory agency has initiated the change on its own behalf, and not at the request of the bank sponsor, property owner, or any other party associated with the bank. A new 90-day review period will begin

once the proposed changes have been received by CDFW.

No unsolicited change fee is required if CDFW identifies the change as one that will not require additional review time by CDFW staff.

### **Changes to CDFW-Approved Banks**

Two types of changes to CDFW-approved banks not defined in the statute are defined in Chapter 1 of these Guidelines. These types of changes are not amendments, and, therefore, are not subject to amendment fees.

- *Clerical change* - This type of modification is very minor and does not require any significant CDFW staff review. A clerical change is not an amendment and is therefore not subject to amendment fees pursuant to FGC §1798.6.
- *CDFW modification* - CDFW, alone or with one or more other signatory agencies, may request changes to a CDFW-approved bank for a variety of reasons. These changes, which generally are intended to benefit a bank's covered species and habitats or to address administrative issues, may be simple or complex. For example, some older banks may need adjustments to management strategies or service areas to better meet the conservation objectives for the species/habitats. CDFW modifications may be steps necessary to keep the bank viable, sustainable, and able to continue selling or using credits. All CDFW modification requests would be discussed with the bank sponsor, property owner, or other appropriate party associated with the bank, and the other IRT agencies, and implemented only if the bank sponsor, property owner, or other appropriate party associated with the bank, and other IRT agencies voluntarily agree to the CDFW modification. A CDFW modification is not an amendment and is therefore not subject to amendment fees pursuant to FGC §1798.6.

However, if the bank sponsor wishes to add any change beyond what CDFW is requesting, then the change is not a CDFW modification and the amendment fee requirements of FGC §1798.6 will apply.

When CDFW concurs with a change suggested by another IRT agency on its own initiative, it will be considered a CDFW modification, as described above. If CDFW and another IRT agency are not in agreement about a proposed amendment, it is likely CDFW will need to invest significant staff time to resolve the issues. In this scenario, the amendment fee requirements will apply to the bank sponsor.

### **Considerations for Determining Acceptability**

FGC §§1798(d), 1798.5(c) and 1798.6(b) require CDFW to determine if complete prospectuses, bank agreement packages, and bank amendment packages are acceptable. CDFW considers many factors including CDFW policy, and the bank's natural resources, financial assurances, and land protection measures during its review of the bank and bank amendment proposals. CDFW will rely on the most recent checklists, templates, CDFW data and guidance, experience, and scientific literature to evaluate the acceptability of bank proposals.

CDFW staff considers the following information, at a minimum, when determining if a bank proposal is acceptable:

- Does the proposed bank site provide high quality habitat for the species or biological resources for which bank credits are sought;
- Is the proposed bank site appropriate for banking (see CDFW policy on what lands are appropriate for banking);
- For a conservation bank, does the bank proposal document species use of the proposed bank site for the type of species habitat credit sought (foraging, aestivating, breeding, etc.);
- Does the bank proposal identify a service area based upon sound ecological principles, geographic appropriateness for the species for which bank credits are sought, and CDFW's regional conservation goals;
- Is the bank proposal consistent with CDFW's local and regional conservation objectives;
- Does the proposal contain all the information required in the prospectus checklist or the B E I checklist, and FGC §1798(b)(2)(A)-(N) or §1798.5(a)(2)(A)-(H); and
- Does the proposal identify and reconcile potential incompatible uses or encumbrances on the proposed bank site?

CDFW staff considers the following additional information, at a minimum, when determining if a bank agreement package or bank amendment package is acceptable:

- Does the proposal provide sufficient certainty that the habitat protection, enhancement, restoration, or creation will be successful and that it will provide mitigation as intended;
- Does the long-term management plan contain sufficient certainty that the perpetual management of the bank site will adaptively provide for the target species/resource needs over time; and
- Does the proposal include sufficient financial assurances to carry out any enhancement, restoration, or creation, and interim and long-term management?

### **Annual Fee Adjustments**

FGC §1799.1(a) requires CDFW to annually adjust the banking program fees pursuant to FGC §713.

CDFW provides information on its internet website to inform the public of the current fee schedule. The process and timing for annual fee adjustments is described in Chapter 3 of these Guidelines.

Processing of some banks may carry over from one year to the next. The applicable statutes

make no exception to fee changes for these banks. For any document that requires submission of a fee to CDFW, the appropriate fee will be charged according to the fee schedule that is in place at the time a document is received by CDFW.

Regarding payment of the implementation fee as required by FGC §1799(e), the total implementation fee will be set at the time the bank agreement is approved based on the fee schedule in place at the time. The total implementation fee for the bank will stay the same, and installments paid associated with credit releases will not reflect any increase in the fee.

## **Banks Previously Approved by Other Agencies**

Some conservation and mitigation banks have been approved by other agencies without CDFW as a signatory. These include banks that cover species only listed under the Federal Endangered Species Act (FESA), banks that only address impacts to waters of the United States under US Army Corps of Engineers' jurisdiction, and banks established to provide credits to satisfy mitigation requirements for impacts identified in the CEQA review process such as sensitive habitats and habitat for non-listed species of special concern (for more information, see Guidance for CEQA Banks below). Due to the changing status of a species or increasing demand for CDFW-approved credits, bank sponsors may request to have their bank subsequently approved by CDFW.

Any person seeking to establish a bank with CDFW must submit a prospectus and bank agreement and provide the appropriate review fees (FGC §1798-1799). The statute does not allow for any exceptions to these steps or fees. In the case where a bank was previously approved by another agency but not by CDFW, CDFW will consider a formal application for CDFW approval. Such a request will be considered a new bank proposal and will require a full review by CDFW. The proposal will be subject to the requirements of FGC §1797-1799.1, as implemented by these Guidelines, including payment of all appropriate fees to cover the costs of CDFW's review services. The bank sponsor may choose to begin the CDFW review process with either a draft prospectus, which is optional, or a prospectus. In addition, the B E I from an existing, non-CDFW approved bank, will need to be updated to be consistent with the most current B E I template.

Based on varying statutory requirements or new information, CDFW may require new or different conservation actions for banks subsequently proposed for CDFW approval than were previously agreed to by other parties. CDFW will coordinate with other signatory agencies during the review of existing, non-CDFW approved banks. CDFW will rely on recent guidance, experience, and scientific input to ensure that conservation strategies necessary to provide appropriate mitigation will be implemented at the proposed bank.

## **Voluntary Time Extensions**

The participating state and federal agencies work closely through the IRT to review and respond to bank proposals. The agencies coordinate with one another on all facets of the process in an effort to align their comments and avoid conflicting responses to bank sponsors. This practice makes for a more streamlined process for all parties, during which issues can be resolved and bank application review can proceed smoothly.

CDFW is mandated by FGC §§1797-1799.1 to review and respond to document submissions in a specified number of days (see the summary of review timelines, above). However, the other IRT agencies are not subject to the same review timelines. In practice, when CDFW staff is ready to respond within the timelines mandated by the FGC but the other IRT members need more time to complete their review, or the bank sponsor and CDFW have some remaining issues to resolve, the bank sponsor and CDFW may agree to a voluntary time extension. This mutually agreeable extension of the review time may allow the parties to resolve issues, align the agencies' responses, and potentially avoid a "not acceptable" determination by CDFW that would require a bank sponsor to pay additional fees if further consideration is desired. CDFW or the bank sponsor may suggest a voluntary time extension at various stages of the bank review process. Any changes or additions to the bank agreement package proposed by the bank sponsor would be subject to the process described above under Unsolicited Changes During CDFW's 90-Day Review Period.

### **Guidance for CEQA Banks**

FGC §§1797.5 (d)(3) and (f)(2) recognize banks established to mitigate significant effects on the environment pursuant to the California Environmental Quality Act (CEQA) and CEQA Guidelines. These banks conserve resources such as sensitive habitats, foraging habitat for listed species, wetlands not subject to the lake and streambed alteration requirements of FGC§1600 et seq., and habitat for species of special concern (CEQA resources). CDFW has historically invested time to ensure that banks with CEQA resources provide appropriate mitigation and conservation, even where CDFW is not a signatory to the bank agreement.

CDFW encourages all new banks, including those that only provide credits representative of CEQA resources, to seek CDFW approval.

Obtaining CDFW approval of a CEQA resources bank will assure that CDFW can support use of the bank's credits to meet appropriate mitigation obligations imposed by lead agencies under CEQA. Many CEQA lead agencies rely on CDFW as a trustee agency to suggest appropriate mitigation for projects in their jurisdiction.

Bank sponsors contemplating creation of a CEQA resources bank should consult with the appropriate lead agency to help determine the need for credits and the likelihood that project proponents could use the bank to satisfy CEQA mitigation obligations. In addition, the local lead agency could be invited to become signatory to the bank agreement to assure its support for the bank.

### **Siting Banks to Contribute to CDFW Conservation Objectives**

CDFW encourages bank sponsors to consider multiple factors when selecting a site for a new bank, including ecological value of wildlife habitat and landscape considerations, adjacent land uses, and management factors such as threats, conflicting uses, encumbrances, and major restoration needs.

Bank sponsors should consider what resources are likely to be impacted in the area in the future and existing credits that may already be available to mitigate impacts to those resources. A critical element required to create a new bank is a location that will provide high conservation value and sustainable mitigation for impacts to wetlands, threatened or

endangered species, or other sensitive resources.

Bank sites that make a valuable contribution to the habitat protection objectives of CDFW by contributing to a regional conservation strategy and are connected to other conserved lands are encouraged by CDFW.

CDFW has prepared many strategic conservation initiatives (independently and in cooperation with others) to identify the habitat areas and linkages in California that are essential for conservation of sensitive resources. The information and sources are available to the public and should be used by bank sponsors when considering sites for new banks. The Considerations for Determining Acceptability section earlier in this chapter provides additional guidance for siting banks.

Important sources of CDFW information that can inform the selection of a bank location are listed below:

- The CDFW Regional Bank Coordinators are available as a resource to bank sponsors considering locations for prospective banks. The Regional Bank Coordinator will be familiar with the location of high-quality resources that have been targeted for conservation by Regional staff. They will be a wealth of knowledge about species and habitats and may have additional information that will be helpful to bank sponsors.
- Bank Site Selection Considerations: This one page list offers guidance on important ecological values, factors, attributes, and management needs to consider when evaluating a property as a prospective bank site.
- Reserve areas and habitat connections are identified by regional NCCPs and HCPs. These areas are identified as the highest priority conservation areas within the NCCP plan area. Plan implementers will assemble the reserve network over time through project mitigation and conservation acquisitions. Any bank that is established in NCCP or HCP should be located in the identified reserve areas or habitat connections to support the plan conservation strategy. The link above leads to the CDFW NCCP webpage where further links to local agency conservation plan websites are available. Additionally, the CDFW banking webpage offers information about siting banks in NCCP/HCPs .
- [California State Wildlife Action Plan](#): The State Wildlife Action Plan examines the status of wildlife and prescribes actions to conserve wildlife and vital habitat before they become rarer and more costly to protect. This plan identifies specific conservation projects and actions to secure sensitive habitats and habitat linkages.
- [California Essential Habitat Connectivity Project](#) This project identifies large remaining blocks of intact habitat and modeled linkages between them that need to be maintained, particularly as corridors for wildlife. This collaborative project offers a GIS habitat connectivity map, an assessment of the biological value of the identified connectivity areas, and guidance for implementing local and regional connectivity plans.
- [California Areas of Conservation Emphasis](#) (ACE) II: This mapping model compiles

and analyzes spatial information on California's species diversity, rarity, and sensitive habitats. ACE II provides a summary of biological richness and biodiversity "hot spot" analysis and is a tool for conservation decision making.

- [CDFW Lands Viewer](#): The Lands Viewer provides geospatial data about CDFW lands and facilities, including more than 1 million acres of Ecological Reserves and Wildlife Areas. Additional information for some of these lands may be found at the CDFW lands program webpage.
- [Biogeographic Information and Observation System \(BIOS\)](#): BIOS is a system designed to enable the management, visualization, and analysis of biogeographic data collected by CDFW and its partner organizations. Specifically of benefit to bank sponsors are two data sets:
  - [California Protected Areas Database \(CPAD\)](#): CPAD is a G I S inventory of all fee-protected open space in California. It includes lands permanently protected by almost 1,000 agencies or nongovernmental organizations for open space purposes ranging from small neighborhood parks to large wilderness areas. Conservation easement data are also available. Additional information is available at [www.calands.org](http://www.calands.org).
  - [Wildlife Conservation Board \(WCB\) Approved Projects](#): This dataset is a comprehensive list of WCB projects from Board inception in 1949 to present. It includes conservation easements, fee title properties, land exchanges, and restoration and enhancement projects.
- [Atlas of the Biodiversity of California](#): The Atlas is a guide to California's biodiversity, the variety of plants and animals found throughout the state. This published book is a collection of maps, photographs, artistic illustrations, and short essays about the state's biological resources, pressures affecting them, and activities to sustain them. Although the Atlas is a worthwhile information source, the data available through ACE II described above are more current.

Information from other sources:

- [California Gap Analysis Report](#): The term "gap analysis" refers to a G I S evaluation of the conservation status of plant communities, vertebrate species, and the number of different species on existing biological reserves. The report identifies landscapes that contain large numbers of potentially unprotected vegetation types and vertebrate species. Such areas can then be studied in more detail as candidates for additional management and conservation efforts to fill gaps in the reserve network.
- [EcoAtlas Wetland and Aquatic Resources](#): EcoAtlas provides maps and tools to create a complete picture of aquatic resources in California, including stream and wetland maps, restoration information, and monitoring results with land use, transportation, and other information important to the state's wetlands.
- [Federally-listed Endangered Species Recovery Plans](#) (US Fish and Wildlife Service - USFWS). The USFWS creates recovery plans for federally-listed threatened and endangered species that include significant information about the steps needed to achieve recovery. A recovery plan identifies critical habitat essential for the recovery of the species which is mapped in detail in the recovery plan and is typically available

to the public. The USFWS website allows searches for recovery plans by state and species name.

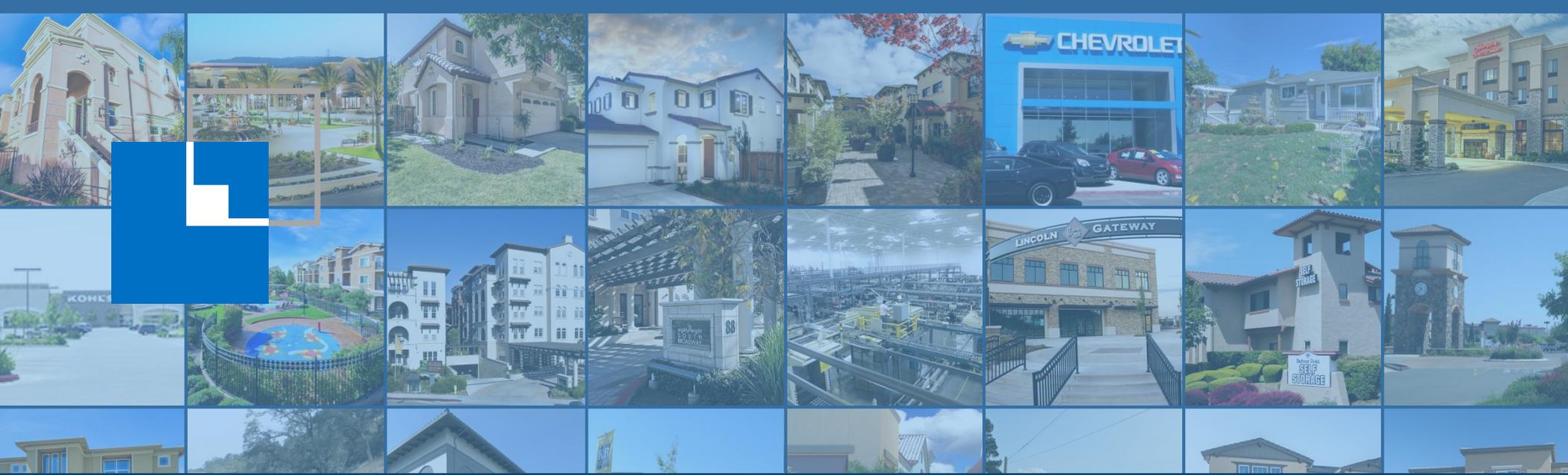
- [Science and Collaboration for Connected Wildlands Regional Connectivity Analyses](#): As an extension of the California Essential Habitat Connectivity Project described above, South Coast Wildlands is working to create local and regional connectivity analyses that are at a finer scale. This tool may be helpful for bank sponsors looking to create banks in the San Francisco bay area, California desert, south coast, or Carrizo Plain.
- 

For questions regarding these Guidelines or banking in general, please contact the CDFW Habitat Conservation Planning Branch, Conservation and Mitigation Banking Program, at (916) 653-4875 or [mitbank@wildlife.ca.gov](mailto:mitbank@wildlife.ca.gov).

## Common Banking Acronyms

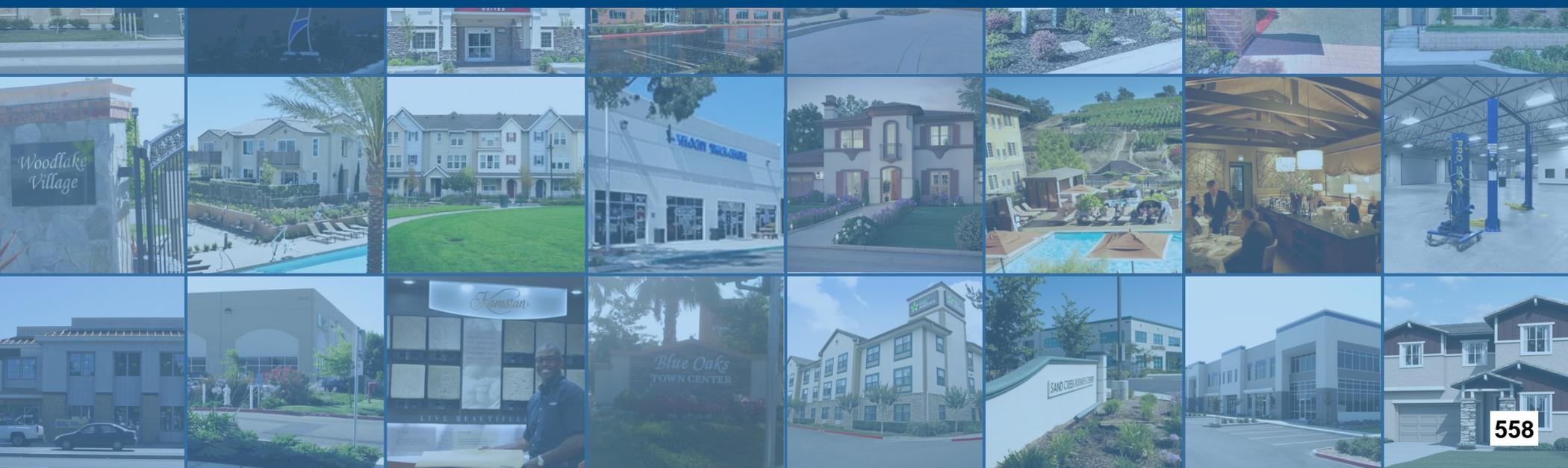
§	Section
1600	Fish and Game Code Section 1600 for Lake and Streambed Alteration (see LSA)
BAMT	Banking Agencies Management Team: management level of banking agencies representing U S A C E, U S F W S, NMFS, CDFW, U S E P A, SWRCB, and NRCS (see PDT)
BEI	Bank Enabling Instrument: an agreement that documents agency and bank sponsor concurrence on the objectives and administration of banks that mitigate impacts to waters of the U.S., including wetlands, and the physical and legal characteristics of the bank. For these Guidelines, the term B E I includes reference to a CBEI
CBEI	Conservation Bank Enabling Instrument: an agreement that documents agency and bank sponsor concurrence on the objectives and administration of banks containing natural resource values that are conserved and managed in perpetuity and used to offset impacts to specified listed or sensitive species or habitats
CBRT	Conservation Bank Review Team (aka IRT)
CE	Conservation Easement: an interest in real property conveyed to a conservation entity and managed in perpetuity for specific goals for which the land was protected; it extinguishes the development rights
CEQA	California Environmental Quality Act
CESA	California Endangered Species Act
CDFW	California Department of Fish and Wildlife
FESA	Federal Endangered Species Act
FGC	Fish and Game Code
GIS	Geographic Information System
HCP	Habitat Conservation Plan (pursuant to FESA)
IPD	Implicit Price Deflator: standard for determining annual banking fee increases
IRT	Interagency Review Team (aka MBRT or CBRT)
LSA	Lake and Streambed Alteration (pursuant to FGC §1600)
LOC	Letter of Credit
LTMP	Long-Term Management Plan: plan to ensure the bank is managed and maintained in perpetuity consistent with the goals of the bank
MBRT	Mitigation Bank Review Team (aka IRT)
MOU	Memorandum of Understanding
NCCP	Natural Community Conservation Plan (pursuant to FGC §2800)
NMFS	(NOAA) National Marine Fisheries Service
NRCS	(USDA) Natural Resources Conservation Service

PAR	Property Analysis Record: a computerized database methodology used to estimate annual costs for conservation property management
PDT	Project Delivery Team: staff from the agencies signatory to the M O U who work on the B E I template, other templates, and other guidance products
PLFAF	Proposed Lands For Acquisition Form: a summary and initial intent form
RBC	Regional Bank Coordinator
USACE	US Army Corps of Engineers
USFWS	US Fish and Wildlife Service
WCB	Wildlife Conservation Board



# Statewide Community Infrastructure Program

A Program of the California Statewide Communities Development Authority



# SCIP Introduction and Overview

Section I



# What is the Statewide Community Infrastructure Program?



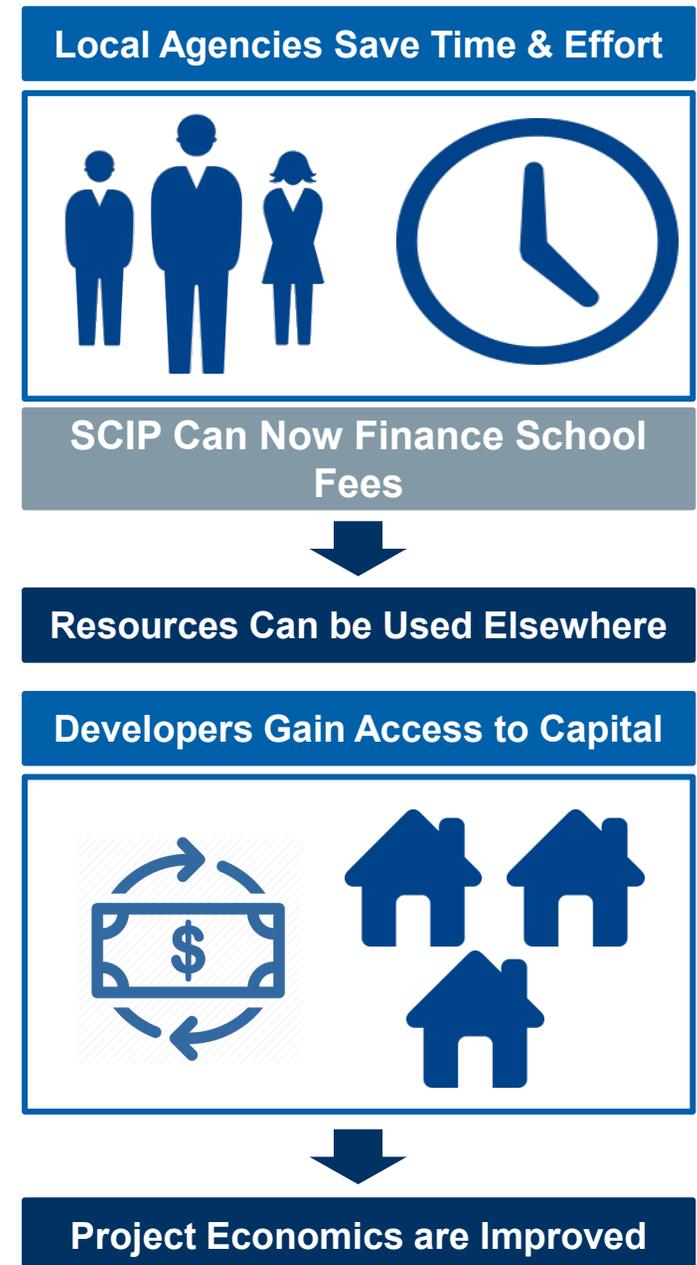
- The Statewide Community Infrastructure Program (“SCIP”) is a financing program offered through the California Statewide Communities Development Authority ("CSCDA") which can be used to finance public infrastructure, facilities and impact fees that are required to develop property through an assessment district or community facilities district.
- Any City/County/Special District can participate in SCIP to which provides local agencies the means to offer competitive financing to all developers (large and small) as a turn-key solution, minimizing local agency staff time.
- Each SCIP project can finance infrastructure, facilities and impact fees for multiple local agencies at once.
- SCIP provides two programs:
  - The SCIP Pooled Revenue Bond Program which issues bonds 3 times/year (Spring, Fall & End of Year).
    - Once a local agency has joined, developers may submit applications on-line.
    - Through the Pooled Revenue Bond Program, CSCDA forms either an assessment district or community facilities district for each development project and issues local obligations payable from assessments or special taxes, as applicable.
    - CSCDA then issues revenue bonds payable from the several local obligations which form the pool.
  - A SCIP program for standalone projects which can be either Assessment Districts or Community Facilities Districts.
    - Used for larger projects in the range of \$10 million to \$30 million or higher
    - Can also include provisions for operations and maintenance special taxes.
- SCIP has 134 Local Agency members, and it is actively growing.
- Since, 2003, CSCDA has issued over \$1.211 billion in bonds through SCIP for 418 projects across California – **the CSCDA is the most active issuer of non-rated California land secured bonds by both par volume and number of transactions since 2017.**



# Program Benefits



- SCIP provides **Local Agencies** a means of offering competitive financing to all developers as a turnkey solution which minimizes local agency staff time.
- SCIP has financed projects which range in size from \$500,000 to up and over \$35,000,000.
- Developers and Local Agencies can select between assessment districts or CFDs depending on the project.
- **Developers** use SCIP for a variety of reasons:
  - ① Can be part of the capital mix of debt, equity, public financing
  - ② Provides off balance sheet/land secured non recourse debt
  - ③ Can provide competitive advantages with respect to residential marketing
- SCIP provides diversity to investors and economies of scale to its participants which ultimately translates to competitive interest rates and lower costs



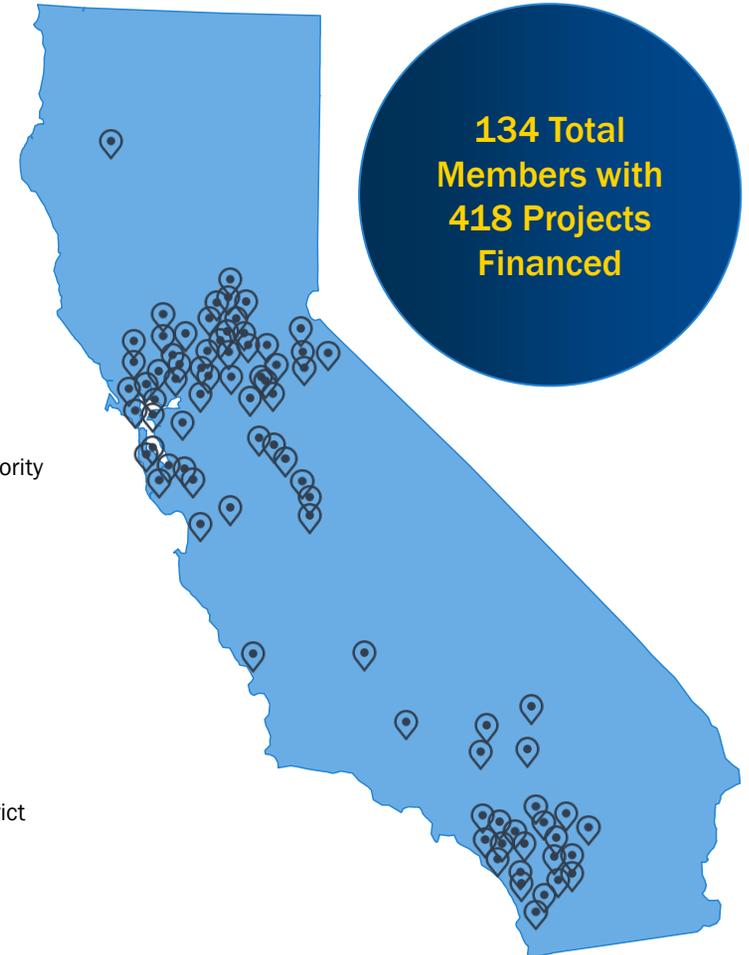
# Who Uses SCIP?



134 Participating Local Agencies across California with a Growing List of Recurring Developer Clients

## Participating Local Agencies

- Alameda, City of
- American Canyon
- Anaheim
- Angels Camp
- Antioch
- Bakersfield
- Banning
- Bayshore Sanitary District
- Blythe
- Brentwood
- Butte County
- Calistoga
- Cathedral City
- Chico
- Chula Vista
- Citrus Heights
- Clovis
- Coachella Valley Water Dt.
- Corona
- Cosumnes CSD
- Cotati
- Daly City
- Dana Point
- Davis
- Desert Hot Springs
- Diablo Water Dt.
- Dublin
- Dublin San Ramon Svcs. Dt.
- East Contra Costa RFFA
- East Palo Alto
- Eastern Muni. Water Dt.
- El Dorado, County of
- El Dorado Irrigation District
- El Monte
- Elk Grove
- Fairfield
- Folsom
- Fontana
- Fremont
- Fresno
- Galt
- Gardena
- Grass Valley
- Healdsburg
- Hercules
- Hesperia
- Hollister
- Huntington Beach
- Imperial, County of
- Indian Wells
- Indio
- Ironhouse Sanitary Dt.
- Lancaster
- Lathrop
- Lincoln
- Linda Co. Water Dt.
- Live Oak
- Livermore
- Lodi
- Madera, City of
- Manteca
- Martinez
- Menifee
- Merced, City of
- Millbrae
- Mission Springs Water Dt.
- Morgan Hill
- Morro Bay
- Murrieta
- Napa, City of
- Napa, County of
- Newport Beach
- Norco
- Oakley
- Oxnard
- Palm Springs
- Patterson
- Petaluma
- Placer, County of
- Rainbow Muni Water Dt.
- Rancho Cordova
- Redding
- Rialto
- Richmond
- Rio Vista
- Riverside, County of
- Rocklin
- Roseville
- Sac. Area Sewer Dt.
- Sac. Co. Water Agency
- Sac. MUD
- Sac. Regl. Co. Sanitation Dt.
- Sacramento, City of
- Sacramento, County of
- San Diego, City of
- San Diego, County of
- San Juan Bautista
- San Juan Capistrano
- San Luis Obispo, City of
- San Luis Obispo, County of
- San Marcos
- San Mateo, County of
- Santa Ana
- Santa Rosa
- Santee
- Sonoma, County of
- South Placer MUD
- South Placer RTA
- South Placer Wastewater Authority
- Stockton
- Suisun City
- Sweetwater Authority
- Thousand Oaks
- Tracy
- Truckee Donner PUD
- Tuolumne, County of
- Ukiah
- Vacaville
- Vallejo
- Victorville
- West Sacramento
- Western Municipal Water District
- Wheatland
- Woodland
- Yuba City
- Yuba, County of
- Yucaipa
- Yucaipa Valley Water Dt.



## Top Land Secured Negotiated Bond Issuers *(since 2017)*



- From January 1, 2017, through December 19, 2023, the California Statewide Communities Development Authority (“CSCDA”) was the #1 issuer of negotiated land secured/special assessment bonds in California, bringing to market over \$1 billion in total par amount and capturing 8.4% market share.
  - CSCDA was the most active issuer of negotiated land secured/special assessment bonds in California, with 54 transactions successfully brought to market over this period.
  - RBC Capital Markets served as lead bond underwriter on 52 of these bond financings, totaling \$856.2 million.

### California Rankings: Issuer of Land Secured/Special Assessment Bond Financings *(Negotiated; 2017 - 2022)*

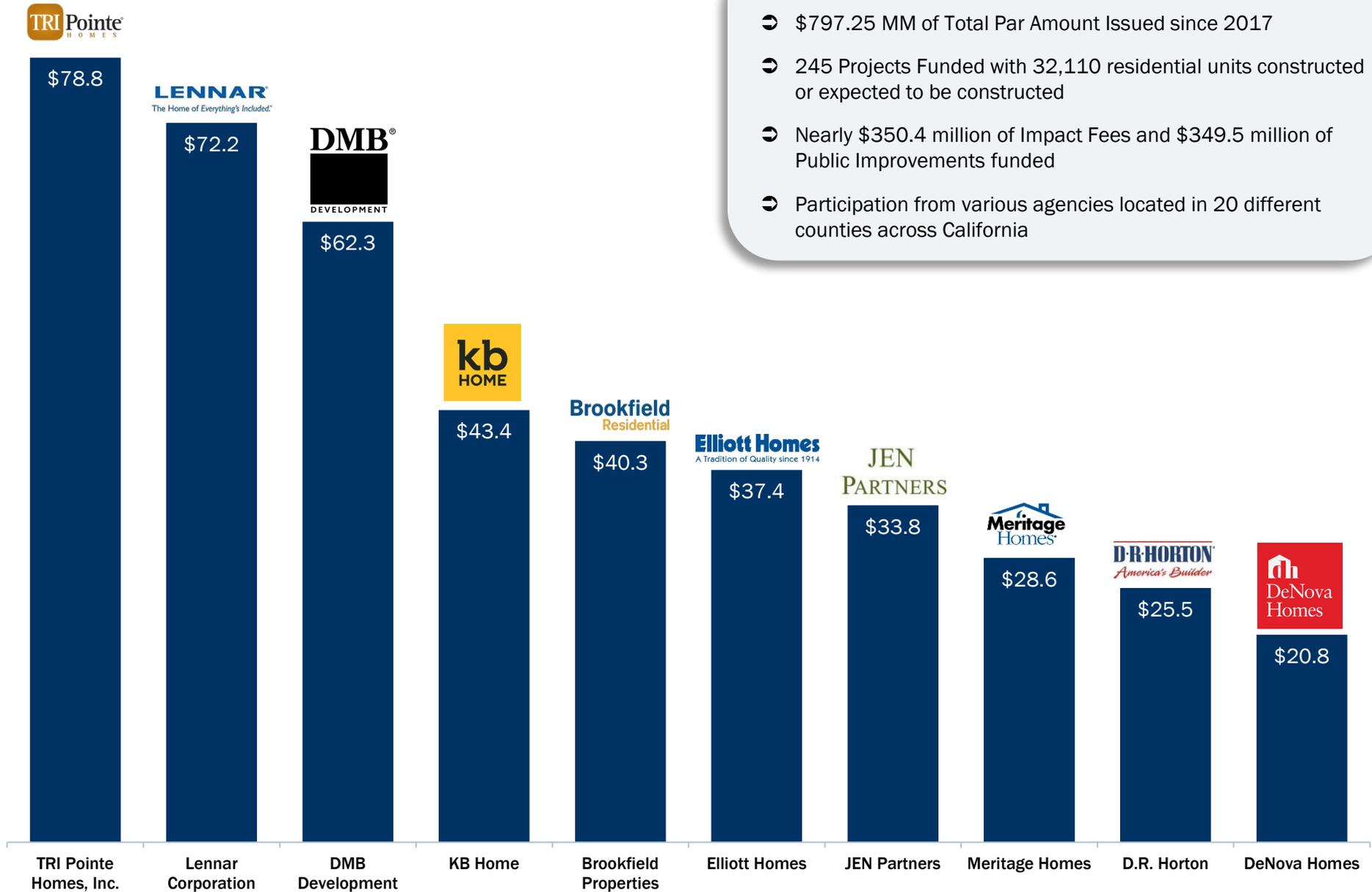
Rank	Issuer	Par Amount (\$MM)	Mkt Share (%)	# of Issues
1	California Statewide Communities Development Authority	1,032.16	8.4%	54
2	City & County of San Francisco	966.57	7.8%	16
3	River Islands Public Financing Authority	878.23	7.1%	12
4	City of Irvine	714.84	5.8%	5
5	Irvine Unified School District	430.51	3.5%	5
6	County of Orange	342.62	2.8%	6
7	City of Roseville	322.69	2.6%	25
8	California Municipal Finance Authority	247.53	2.0%	18
9	City of Ontario	206.80	1.7%	21
10	Menifee Union School District	179.52	1.5%	20
<b>Total: Top 10</b>		<b>\$5,321.46</b>	<b>43.2%</b>	<b>182</b>
<b>Industry Total</b>		<b>\$12,314.55</b>	<b>100.0%</b>	<b>719</b>

Source: Bloomberg

# Top Land Developer Partners (January 2017 – 4Q 2023)



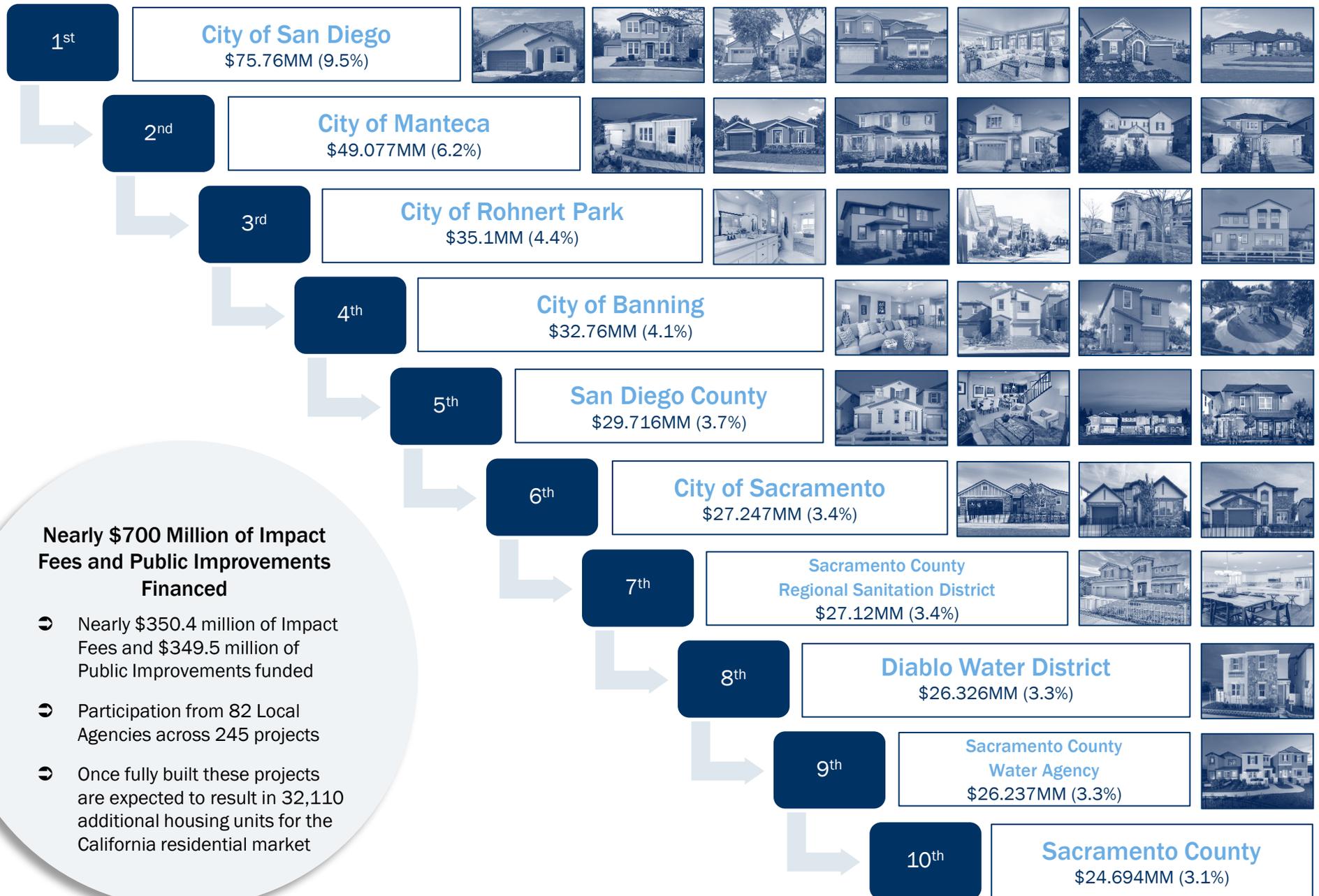
Data in \$ millions



## 92 Total Land Developer Partners

- \$797.25 MM of Total Par Amount Issued since 2017
- 245 Projects Funded with 32,110 residential units constructed or expected to be constructed
- Nearly \$350.4 million of Impact Fees and \$349.5 million of Public Improvements funded
- Participation from various agencies located in 20 different counties across California

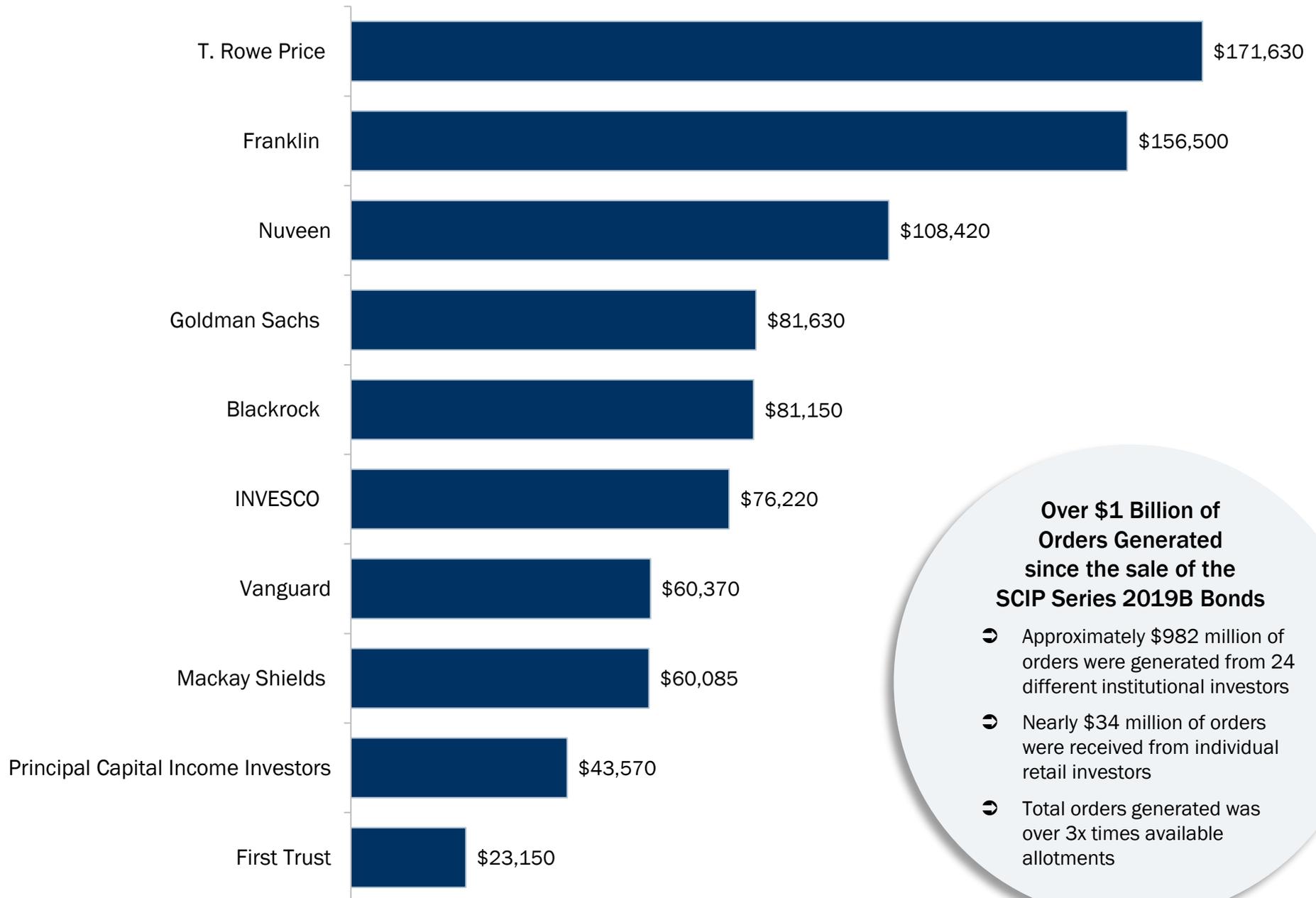
# Top Local Agency Partners (January 2017 - 4Q 2023)



## Nearly \$700 Million of Impact Fees and Public Improvements Financed

- Nearly \$350.4 million of Impact Fees and \$349.5 million of Public Improvements funded
- Participation from 82 Local Agencies across 245 projects
- Once fully built these projects are expected to result in 32,110 additional housing units for the California residential market

## SCIP Pooled Program: Top Institutional Investors *(Total Orders since April 2019)*



**Over \$1 Billion of Orders Generated since the sale of the SCIP Series 2019B Bonds**

- Approximately \$982 million of orders were generated from 24 different institutional investors
- Nearly \$34 million of orders were received from individual retail investors
- Total orders generated was over 3x times available allotments



## California Statewide Communities Development Authority (Issuer)

**James Hamill**  
*Managing Director*  
 Walnut Creek

**Jon Penkower**  
*Managing Director*  
 Walnut Creek

### RBC Capital Markets *(Underwriter)*

**Bob Williams**  
*Managing Director*  
 San Francisco

**Steve So**  
*Vice President*  
 San Francisco

**Michelle Nimo**  
 San Francisco



**CSCDA**  
 CALIFORNIA STATEWIDE COMMUNITIES  
 DEVELOPMENT AUTHORITY



**Capital  
 Markets**



### Orrick Herrington & Sutcliffe LLC *(Bond/Disclosure Counsel)*

**Patricia Eichar**  
*Partner*  
 Sacramento

**Nina Brox**  
*Attorney*  
 Sacramento

**Brendan LaFountain**  
*Senior Associate*  
 Sacramento

### Wilmington Trust, N.A. *(Trustee)*

**John Delaray**  
*Vice President*  
 Costa Mesa

**Jeanie Mar**  
*Vice President*  
 Costa Mesa

**Nancy Chen**  
*Assistant Vice President*  
 Costa Mesa



**WILMINGTON  
 TRUST**

MEMBER OF THE M&T FAMILY



### David Taussig & Associates *(Assessment Engineer/Special Tax Consultant)*

**Kuda Wekwete**  
*Managing Director*  
 San Jose

**Shayne Morgan**  
*Managing Director*  
 San Jose

**Kyle Martinez**  
*Manager*  
 San Jose

### Integra Realty Resources *(Appraiser)*

**Eric Segal**  
*Managing Director*  
 Rocklin



### BLX Group LLC *(Program Administrator)*

**Vo Nguyen**  
*Managing Director*  
 Los Angeles

# SCIP Programs and Requirements

Section II



RBC Capital Markets

# SCIP Financing Programs for New Development



There are a number of ways for Developers and Local Agencies to use SCIP to assist in financing impact fee, public improvements and facilities for new residential, commercial and industrial projects.

- There is the SCIP Pool meant to accommodate **smaller single phase projects** (\$500,000 to \$5,000,000).
- SCIP can also be used to finance **larger projects on a stand alone basis** (greater than \$5,000,000).

## Financing of Impact Fees and Improvements/Facilities

- Financing of Impact Fees is a popular option for developers starting to pull building permits and/or construct models.
- SCIP can also be used to finance public improvements and facilities for any work that is completed and will be dedicated for public use.

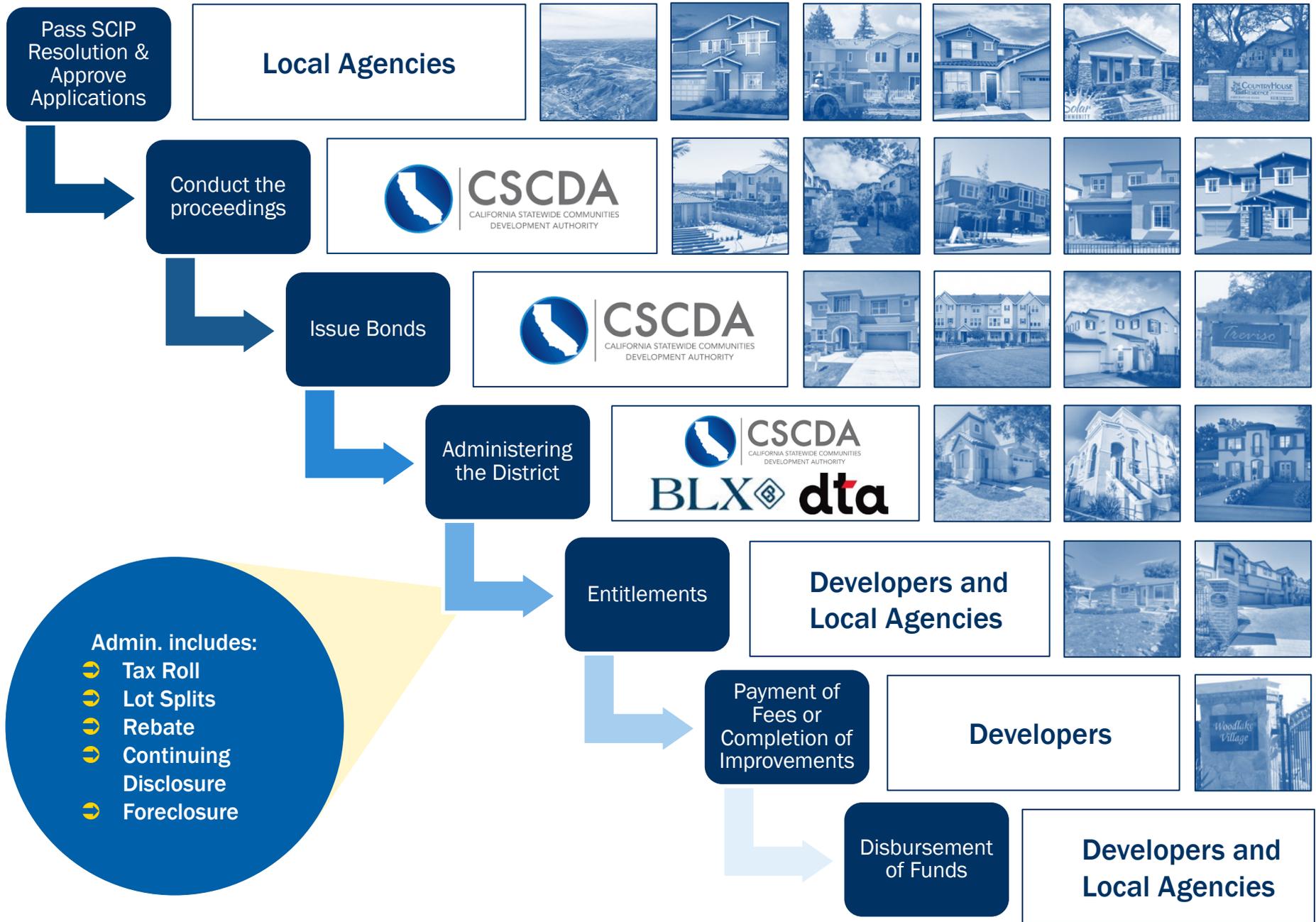


CSCDA manages the SCIP bond issuance process from district formation through the issuance of bonds and post sale administration which includes:

- Holding the public hearing and overseeing the issuance of bonds.
- Managing post sale administration which includes preparing the tax rolls, continuing disclosure, disbursement of funds and rebate.

**SCIP can accommodate any development by mixing and matching its programs to fit the needs of a specific project to promote development and meet Local Agency goals.**

# SCIP Tasks and Responsibility Schedule





## Program Type

## Description

Program Type	Description	Description
<b>Pooled Assessment/Community Facilities District Issuance</b>	 <b>Impact Fee Reimbursement Program</b>	Reimburses property owners for Impact Fees paid at Building Permit but prior to the Issuance of the SCIP bonds. <i>(Note: Application must be submitted no more than 60 days before the fees are paid)</i>
	 <b>Impact Fee Pre-Funding Program</b>	Pre-pays impact fees which would normally be due at building permit and for which the developer will receive a fee credit when otherwise due
	 <b>Funding of Public Improvements</b>	Public improvements can be finance on an acquisition basis when complete pursuant to an acquisition agreement between the developer and the local agency. Prevailing wage applies to the improvements being funded
	 <b>Combined Funding Program</b>	Reimbursement, Pre-Funding Programs and Acquisition Funding <u>can be combined</u>
<b>Stand-Alone AD/CFD Issuance</b>	 <b>Assessment Districts / Community Facilities Districts (CFDs)</b>	ADs/CFDs can be created and funded through SCIP and CSCDA on a stand alone or pooled basis. The Local Agency will request formation of the AD/CFD and adopt a joint facilities agreement (JCFA) specifying which facilities are eligible, or the option may be included in the updated SCIP resolution. <i>(Note: May include Operations and Maintenance Fees).</i>



## CSCDA is available to form CFDs and issue bonds for Stand Alone projects

Local Agency will adopt a Resolution requesting CSCDA form a CFD including a Joint Community Facilities Agreement (JCFA)

- Will attach a boundary map of the project
- A list of facilities and fees to be financed
- May include and O&M component in addition to facilities
- Can include more than one Local Agency in the CFD (with approval)

### CSCDA credit requirements<sup>(1)</sup>:



- 1 At Least a 4x value to lien ratio (including overlapping debt)
- 2 Combined tax burden cannot exceed 2% of the estimated home value
- 3 Debt service may escalate at up to 2% per year
- 4 Project must have received its discretionary entitlements

- The CFD Program can finance stand-alone projects which range in size from \$5 million to \$30 million, or higher
  - Local Agencies direct CFD policies but assume no liability for bond issuance and administration; and
  - Prioritize which facilities and maintenance costs are to be funded

(1) If a Local Agency has more stringent requirements those will apply

# Community Facilities Districts (Pooled Revenue Bond Program)



## SCIP has created a Local Obligation Structure that allows for CFDs to be included as part of the Pooled Revenue Bond Program.

- In 2020, SCIP created its CFD Local Obligation Program, which allows for the use of CFD's in the SCIP pooled revenue bond program mentioned above.
  - Adding the CFD Local Obligation as an option for the SCIP pool will allow for financing of a broader range of fees, including school fees.
  - Multiple Local Agencies may participate as long as they have approved the updated SCIP resolution.
  - Local Agency's Goal and Policies will apply as applicable.
  
- The first SCIP pooled revenue bond to include a CFD was SCIP 2020B for the City of Fontana.

### The Local Agency Requirements Are:

- ① Must be a member of CSCDA (no cost to join; there are over 500 members statewide).
- ② Adopt the Updated SCIP Resolution which now provides for both an Assessment District and CFD funding Option for the pool.
- ③ The Resolution includes the form of Acquisition Agreement for funding facilities.
- ④ The Local Agency must approve each application which can be submitted on-line by developers.
- ⑤ Each Local Agency is required to Execute a Closing Certificate regarding IRS rules on expenditures of proceeds.

*The SCIP pool can finance projects from \$500,000 up to \$10,000,000 in size.*



## Pooled Debt Service Reserve Fund

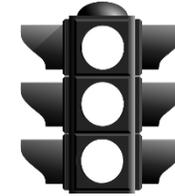
- Since the SCIP 2017B pooled issuance, SCIP has issued bonds with a common cash funded reserve.
- The current balance of the reserve fund is approximately \$30.18 million and it secures 205 SCIP Districts.
- Given the size of the cash reserve fund, investors no longer focus on the smallest weak link project of the pool, but rather on the size of the reserve fund and diversity of the pool.
- The pooled reserve fund has become a positive credit feature for investors and has resulted in a broader institutional sponsorship of SCIP and very competitive interest rates. At some point in the future, SCIP will see rated bonds.
- **We are presently seeking ratings on three series of bonds, which are part of the pooled reserve fund program.**

## Taxable Bonds

- Because SCIP issues tax exempt bonds, there are certain IRS rules which each Local Agency must comply with, among them the 3 year expenditure test.
- For Local Agencies which cannot meet this requirement SCIP can issue taxable bonds.
- The taxable bond rate will be roughly 25% - 50% higher than the corresponding tax exempt rate although the taxable bonds can be layered in and paid off sooner.



# SCIP Land Development Credit Evaluation



	HIGH RISK		MODERATE RISK		LOW RISK		
Land Development Stage	Raw Acreage	Raw Acreage	Partially Entitled Acreage	Entitled Acreage With Grading Underway	Improved Land with In-Tracts Underway	Finished Lots	Finished Homes
Entitlements	No Approved Plans	General Plan Approved and Zone	Development Agreement Approved	Tentative Map Approved, Grading Permit	Final Subdivision Map	Building Permits	Certificate of Occupancy
SCIP Financing Program	Does Not Qualify	Does Not Qualify	Does Not Qualify	Public Improvement Funding	Pre-Funding Impact Fees	Pre-Funding / Reimbursing Impact Fees	Impact Fee Reimbursement
Total Amount Developer \$ Invested per Lot	\$50,000 (Land Costs)	\$62,500	\$75,000	\$100,000 (Off-Sites)	\$150,000 (In-Tracts)	\$250,000 (Building Permit)	\$500,000 (Finished Home)
Lien-to-Value Coverage Ratio (\$25,000/Lot Lien)	2 : 1	2.5 : 1	3 : 1	4 : 1	6 : 1	10 : 1	20 : 1

# SCIP 2024 Schedule and Transaction History

Section III



RBC Capital Markets

# CSCDA SCIP Comprehensive Transaction History – Pooled



Series	Description	Par Amount	Project	Local Agency	Developer(s)	Use of Proceeds
Series 2003A	SCIP Pooled Revenue	\$6,270,000	5 Projects	Various	Various	New Money
Series 2004A	SCIP Pooled Revenue	\$3,590,000	10 Projects	Various	Various	New Money
Series 2005A	SCIP Pooled Revenue	\$10,645,000	10 Projects	Various	Various	New Money
Series 2006A	SCIP Pooled Revenue	\$19,015,000	11 Projects	Various	Various	New Money
Series 2007A	SCIP Pooled Revenue	\$25,545,000	11 Projects	Various	Various	New Money
Series 2007B	SCIP Pooled Revenue	\$10,460,000	8 Projects	Various	Various	New Money
Series 2008A	SCIP Pooled Revenue	\$21,805,000	9 Projects	Various	Various	New Money
Series 2010A	SCIP Pooled Revenue	\$6,180,000	6 Projects	Various	Various	New Money
Series 2011A	SCIP Pooled Revenue	\$9,190,000	4 Projects	Various	Various	New Money
Series 2013	SCIP Pooled Revenue Refunding	\$14,444,827	15 Projects	Various	Various	Refunding
Series 2014A	SCIP Pooled Revenue	\$4,680,000	3 Projects	Various	Various	New Money
Series 2014B	SCIP Pooled Revenue	\$10,605,000	5 Projects	Various	Various	New Money
Series 2015R1	SCIP Pooled Revenue Refunding	\$29,195,000	23 Projects	Various	Various	Refunding
Series 2015A	SCIP Pooled Revenue	\$5,320,000	4 Projects	Various	Various	New Money
Series 2016A	SCIP Pooled Revenue	\$10,090,000	6 Projects	Various	Various	New Money
Series 2016B	SCIP Pooled Revenue	\$11,040,000	6 Projects	Various	Various	New Money
Series 2017R1	SCIP Pooled Revenue Refunding	\$35,953,593	20 Projects	Various	Various	Refunding
Series 2017A	SCIP Pooled Revenue	\$11,715,000	7 Projects	Various	Various	New Money
Series 2017B	SCIP Pooled Revenue	\$19,915,000	8 Projects	Various	Various	New Money
Series 2017C	SCIP Pooled Revenue	\$10,470,000	6 Projects	Various	Various	New Money
Series 2018A	SCIP Pooled Revenue	\$23,960,000	17 Projects	Various	Various	New Money
Series 2018B	SCIP Pooled Revenue	\$31,940,000	10 Projects	Various	Various	New Money
Series 2018C	SCIP Pooled Revenue	\$20,820,000	8 Projects	Various	Various	New Money
Series 2019A	SCIP Pooled Revenue	\$26,415,000	14 Projects	Various	Various	New Money
Series 2019B	SCIP Pooled Revenue	\$34,245,000	15 Projects	Various	Various	New Money
Series 2019C	SCIP Pooled Revenue	\$18,325,000	10 Projects	Various	Various	New Money
Series 2020A	SCIP Pooled Revenue	\$22,815,000	9 Projects	Various	Various	New Money
Series 2020B	SCIP Pooled Revenue (CFD/AD)	\$10,450,000	6 Projects	Various	Various	New Money
Series 2020C	SCIP Pooled Revenue	\$18,790,000	9 Projects	Various	Various	New Money
Series 2021A	SCIP Pooled Revenue	\$36,345,000	17 Projects	Various	Various	New Money
Series 2021B	SCIP Pooled Revenue	\$21,255,000	12 Projects	Various	Various	New Money
Series 2021C	SCIP Pooled Revenue	\$28,680,000	13 Projects	Various	Various	New Money
Series 2022A	SCIP Pooled Revenue	\$21,595,000	15 Projects	Various	Various	New Money
Series 2022B	SCIP Pooled Revenue	\$12,445,000	9 Projects	Various	Various	New Money
Series 2022C	SCIP Pooled Revenue (CFD/AD)	\$17,255,000	10 Projects	Various	Various	New Money
Series 2023AB	SCIP Pooled Special Tax (CFD)	\$18,665,000	3 Projects	City of Woodland	Lennar	New Money
Series 2023C	SCIP Pooled Revenue (CFD/AD)	\$16,910,000	7 Projects	Various	Various	New Money
Series 2023D	SCIP Pooled Revenue (CFD/AD)	\$21,455,000	10 Projects	Various	Various	New Money
Series 2023F	SCIP Pooled Revenue (CFD/AD)	\$21,030,000	9 Projects	Various	Various	New Money
<b>39 Transactions</b>		<b>\$699,523,420</b>				

# CSCDA SCIP Comprehensive Transaction History – Standalone



Series	Description	Par Amount	Project	Local Agency	Developer(s)	Use of Proceeds
Series 2007A	Stand Alone CFD (Orinda Wilder)	\$37,500,000	Orinda Wilder	Orinda, City of	Farallon Capital Mgmt	New Money
Series 2012	Reassessment Refunding	\$21,030,000	Reassessment District	Bakersfield, City of	Castle & Cooke	Refunding
Series 2013A	Stand Alone CFD (Manteca)	\$6,245,000	Manteca Lifestyle Center	Manteca, City of	Poag & McEwen Lifestyle Centers	New Money
Series 2014	Stand Alone AD (Yucaipa VWR)	\$11,015,000	Potable Water Reservoir	Yucaipa Valley Water District	CA Residential Holdings, LLC PVC0 Land Holdings, LLC Oak Valley Partners, LP SK E&C Betek Corp. Northlight Trust 1	New Money
Series 2015	Stand Alone CFD Refunding (Orinda Wilder)	\$33,015,000	Orinda Wilder	Orinda, City of	Farallon Capital Mgmt	Refunding
Series 2015A	Stand Alone CFD (Rio Bravo)	\$11,125,000	Rio Bravo	Bakersfield, City of East Niles CSD	G.L. Bruno & Associates	New Money
Series 2015	Stand Alone Assessment District (Emerson Ranch)	\$15,305,000	Emerson Ranch	Oakley, City of Ironhouse Sanitary District Diablo Water District	Brookfield Properties	New Money
Series 2016A	Stand Alone CFD (University District)	\$11,275,000	University District	Rohnert Park, City of	Brookfield Properties	New Money
Series 2016A	Stand Alone CFD (Delta Coves)	\$11,155,000	Delta Coves	Bethel Island MID East Contra Costa FPD Diablo Water District Ironhouse Sanitary District	DMB Development	New Money
Series 2017A	Stand Alone CFD (Napa Pipe Redevelopment Project)	\$20,830,000	Napa Pipe Redevelopment	Napa, City of	Farallon Capital Mgmt	New Money
Series 2017	Stand Alone CFD (University District)	\$14,505,000	University District	Rohnert Park, City of	Brookfield Properties	New Money
Series 2018	Stand Alone CFD (Horse Creek Ridge)	\$19,305,000	Horse Creek Ridge	San Diego, County of	D.R. Horton	New Money
Series 2019	Stand Alone CFD (Uptown Newport)	\$8,300,000	Uptown Newport	Newport Beach, City of	Shopoff Development	New Money
Series 2019 (PHR)	Stand Alone AD (Pacific Highlands Ranch Units 8A-8D & (A))	\$18,800,000	Pacific Highlands Ranch	San Diego, City of	Tri Pointe Homes, Inc.	New Money
Series 2019	Stand Alone CFD (Delta Coves Project)	\$11,115,000	Delta Coves	Bethel Island MID Diablo Water District Ironhouse Sanitary District	DMB Development	New Money
Series 2020	Stand Alone CFD (McSweeny Farms Project)	\$8,510,000	McSweeny Farms	Hemet, City of	Paulson Group/Raintree	New Money
Series 2020	Stand Alone CFD (Wagon Wheel Project)	\$15,725,000	Wagon Wheel	Oxnard, City of	Oakwood Communities	New Money
Series 2020	Stand Alone CFD (Delta Coves)	\$13,540,000	Delta Coves	Bethel Island MID Diablo Water District Ironhouse Sanitary District	DMB Development	New Money
Series 2020	Stand Alone CFD (University District IA-1)	\$3,725,000	University District	Rohnert Park, City of	Brookfield Properties	New Money
Series 2020	Stand Alone CFD (University District IA-2)	\$7,460,000	University District	Rohnert Park, City of	Brookfield Properties	New Money
Series 2020	Stand Alone CFD (333 North Prairie)	\$4,590,000	333 North Prairie	Inglewood, City of	Shopoff Development/Harridge	New Money
Series 2021	Stand Alone CFD (Sand Creek)	\$9,265,000	Sand Creek	Antioch, City of	Century Communities	New Money
Series 2021	Stand Alone CFD (Atwell IA-1)	\$18,790,000	Atwell	Banning, City of	Tri Pointe Homes, Inc.	New Money
Series 2021	Stand Alone CFD (Meadowlands)	\$8,860,000	Meadowlands	Lincoln, City of	Taylor Builders	New Money
<b>24 Transactions</b>		<b>\$340,985,000</b>				

# CSCDA SCIP Comprehensive Transaction History – Standalone (cont'd)



Series	Description	Par Amount	Project	Local Agency	Developer(s)	Use of Proceeds
Series 2022	Stand Alone AD (3 Roots)	\$21,570,000	3 Roots	San Diego, City of	Lennar Shea Homes CalWest	New Money
Series 2022	Stand Alone CFD (Delta Coves)	\$21,820,000	Delta Coves	Bethel Island MID	DMB Development	New Money
Series 2022	Stand Alone AD (Tapestry)	\$8,345,000	Silverwood	Hesperia, City of	DMB Development	New Money
Series 2022	Stand Alone CFD (Atwell IA-2)	\$13,970,000	Atwell	Banning, City of	Tri Pointe Homes, Inc.	New Money
Series 2022	Stand Alone CFD (Citro)	\$23,060,000	Citro	San Diego, County of	Tri Pointe Homes, Inc.	New Money
Series 2022	Stand Alone CFD (University District IA-3)	\$9,410,000	University District	Rohnert Park, City of	Brookfield Properties	New Money
Series 2023	Stand Alone CFD (Watson Ranch IA-1)	\$6,595,000	Watson Ranch	American Canyon, City of	McGrath Properties	New Money
Series 2023	Stand Alone CFD (McSweeney)	\$7,905,000	McSweeney Farms	Hemet, City of	Paulson Group/Raintree	New Money
Series 2023	Stand Alone CFD (Sheldon Farms)	\$11,795,000	Sheldon Farms	Elk Grove, City of	JEN California 18, LLC (Taylor Builders)	New Money
Series 2023	Stand Alone CFD (Tirador)	\$5,995,000	Tirador	San Juan Capistrano, City of	Landsea Homes	New Money
Series 2023	Stand Alone CFD (Citro)	\$15,780,000	Citro	San Diego, County of	Tri Pointe Homes, Inc.	New Money
Series 2023	Stand Alone CFD (Promenade at Sand Creek)	\$7,730,000	Promenade at Sand Creek	Antioch, City of	Tri Pointe Homes, Inc.	New Money
Series 2023E	Stand Alone AD (3 Roots)	\$9,935,000	3 Roots	San Diego, City of	Lennar Shea Homes CalWest	New Money
Series 2023	Standalone CFD (Silverwood)	\$7,495,000	Silverwood	Hesperia, City	DMB Development	New Money
<b>13 Transactions</b>		<b>\$171,405,000</b>				
<b>Grand Total (34 Transactions)</b>		<b>\$512,390,000</b>				

CITY OF  
AMERICAN  
CANYON



# City Council Code Enforcement Management Update

Community Development

October 21, 2025

# Code Enforcement

Promote and Maintain American Canyon as a Safe and Desirable Community



# An Average Day in Code Enforcement



Vehicle Parked on  
Lawn



Rubbish/Household  
Items in Street View



Commercial Storage

# Process

- Property owner is contacted
  - Two Courtesy Letters with no fine (each has a completion date)
  - Four Citations possible (progressive fines)
  - City Attorney Misdemeanor
  - Unsafe to occupy building or site may warrant a “Red Tag”
- 
- Appeal process
  - Code Enforcement provides reasonable timeframe based on individual circumstance and severity

# Reporting Violations

## See Click Fix Phone App

**SeeClickFix**  
311 CRM  
POWERED BY CIVICPLUS

### SeeClickFix 311 CRM by CivicPlus®

SeeClickFix 311 CRM by CivicPlus® is a 311 solution that empowers residents to report issues, identify repair needs, share feedback, and ask questions of their local government leaders. For local governments, it powers efficient and transparent workflows, fostering accountability and trust. The result is collaborative experiences between governments and residents that co-create clean, safe, and happy communities.

### Create an Account

[Resident Sign Up](#)

[Administrator Sign Up](#)

## Open Gov City Website

Resident Sign In Administrator Sign In

### American Canyon Permit Center

Access service information and apply online – all from here.

Search for something like "Zoning Verification Letter" or "Fire District Permit"

#### Discover Online Services

Choose below to browse services by department

- Planning and Zoning**  
Design Permit, Conditional Use Permit + 17 more
- Public Works**  
Temporary Water Meters, Fire Flow + 4 more
- Fire District**  
Fire District Permit

# Internal Coordination Procedures

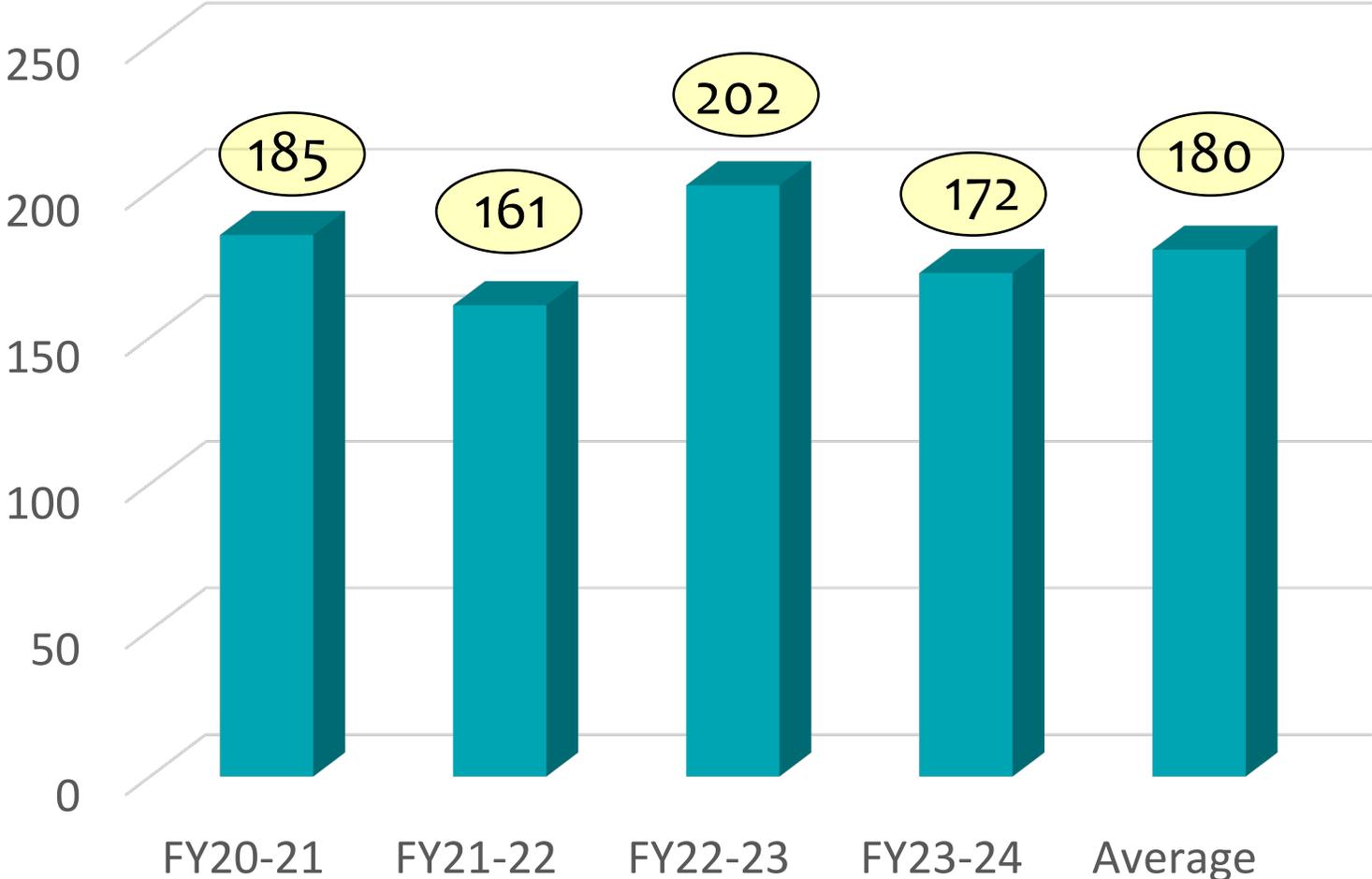
- Unpermitted building construction is coordinated with the Building Official/Building Division:
  - Research on the violation and possible solutions
  - Property Owner communication
  - Compliance deadlines
  - Permit submittals, permit expiration, inspections
- Unsafe to occupy building coordination with Fire District following an emergency.
- Coordinate with Utility Billing on Water Shutoff enforcement.
- Established protocols with Finance Department on Business License violations
- Currently refining City Attorney referral procedures/criteria.

# Closed Cases by Fiscal Year

# Closed Cases

Average 180 Cases  
Closed/Year

Average 15 Cases  
Closed/Month



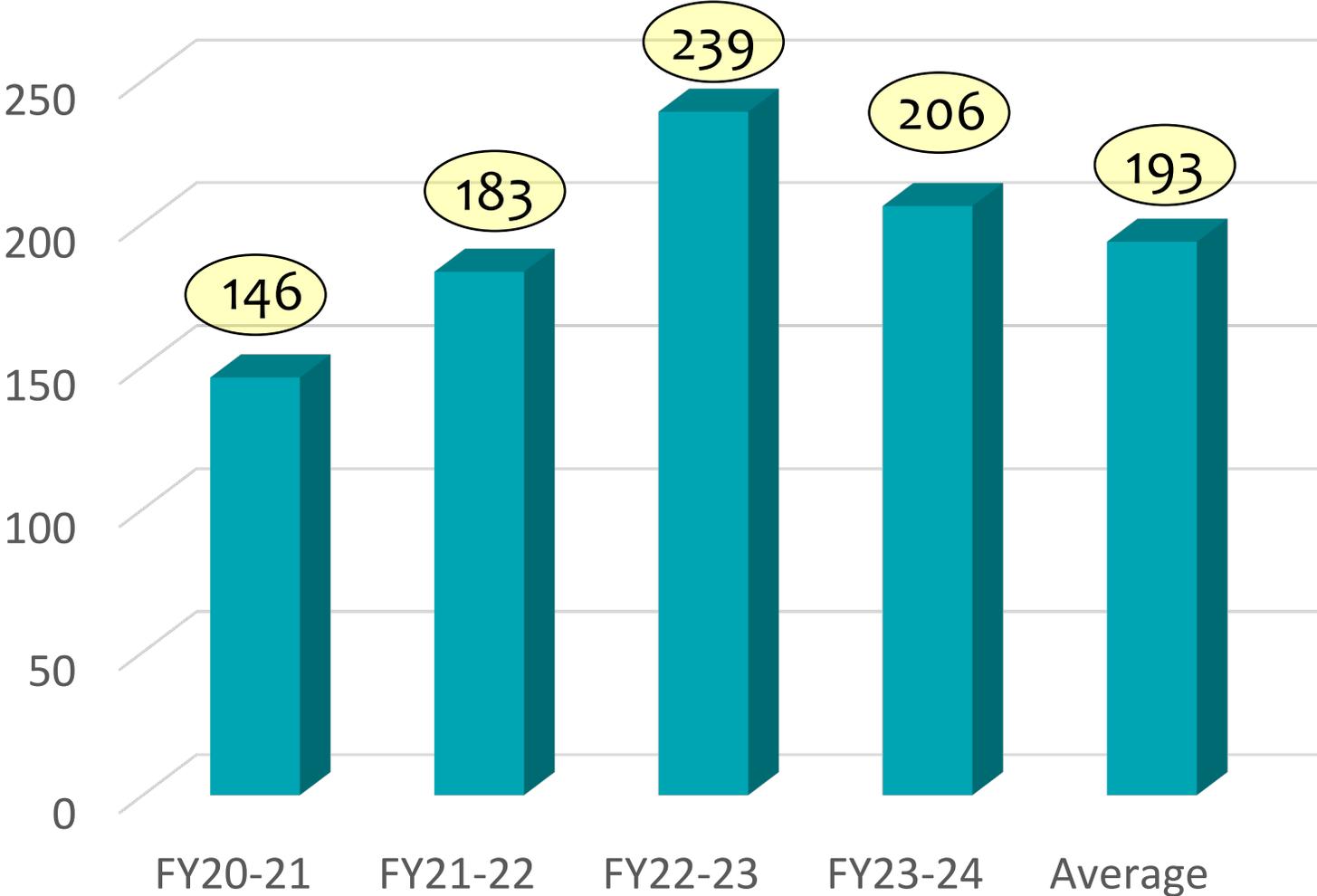
# Open Cases by Fiscal Year

# Open Cases

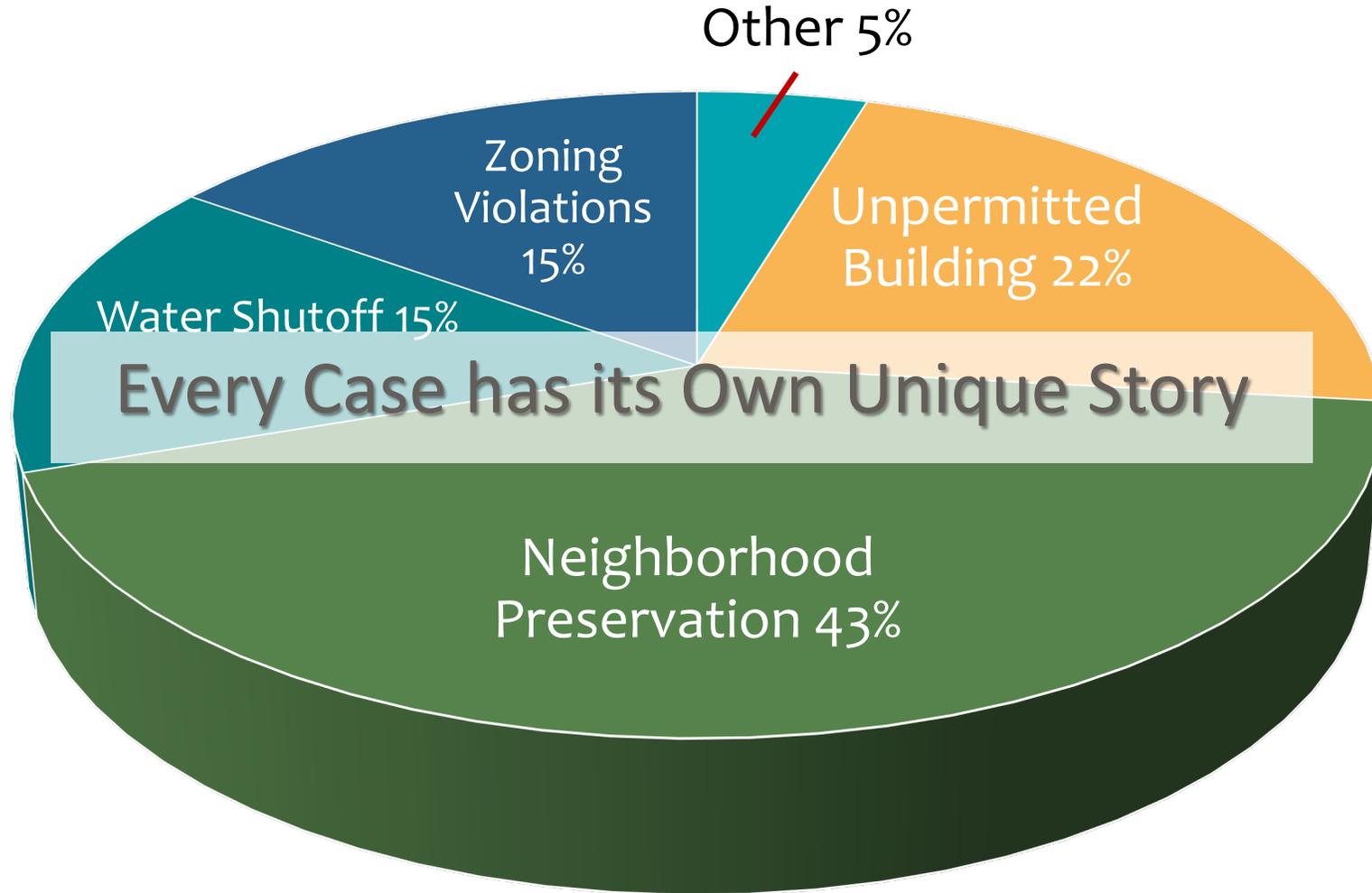
Average 193  
Cases/Year Opened

Average 180  
Cases/Year Closed

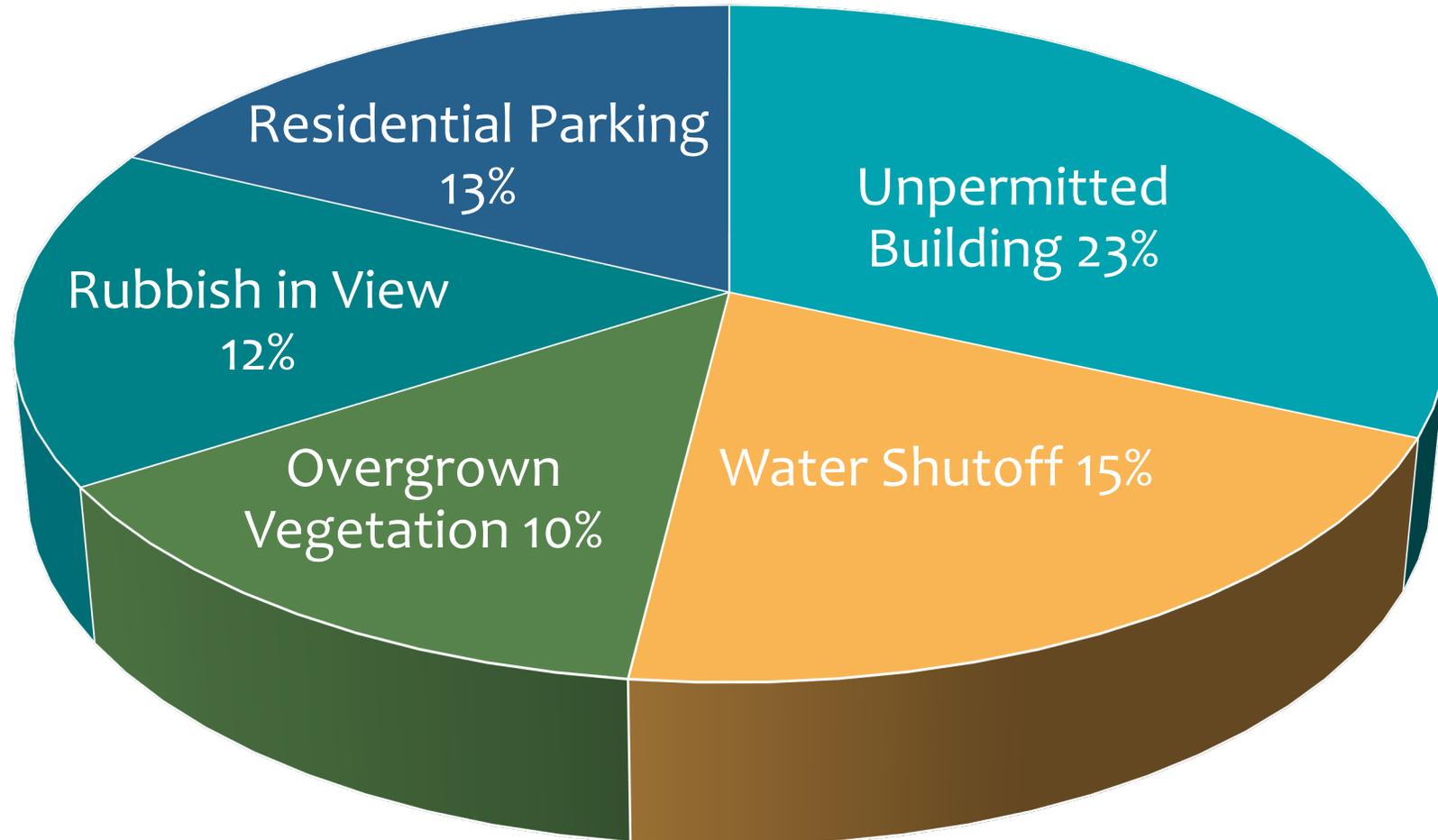
On Average 19 More  
Cases Opened than  
Closed Each Year



# Fiscal Year 23/24 – 173 Cases Closed



# Top 5 Issues – 73% of all Closed Cases



# Top 5 Categories 73% of all Closed Cases

## #1 - Unpermitted Construction – 41 Cases



Retaining Wall



Commercial Kitchen



Commercial Storage

## #2 – Unpaid Water Shutoff – 26 Cases



Code Enforcement becomes involved only after all remedies in the Utility Billing Water Shutoff Policy remedies have been exhausted (Resolution 2020-12).

# #3 Residential Parking Violations – 23 Cases



Unpermitted Access to Street



Car/Vehicle Parked on Lawn



Inoperable Vehicle

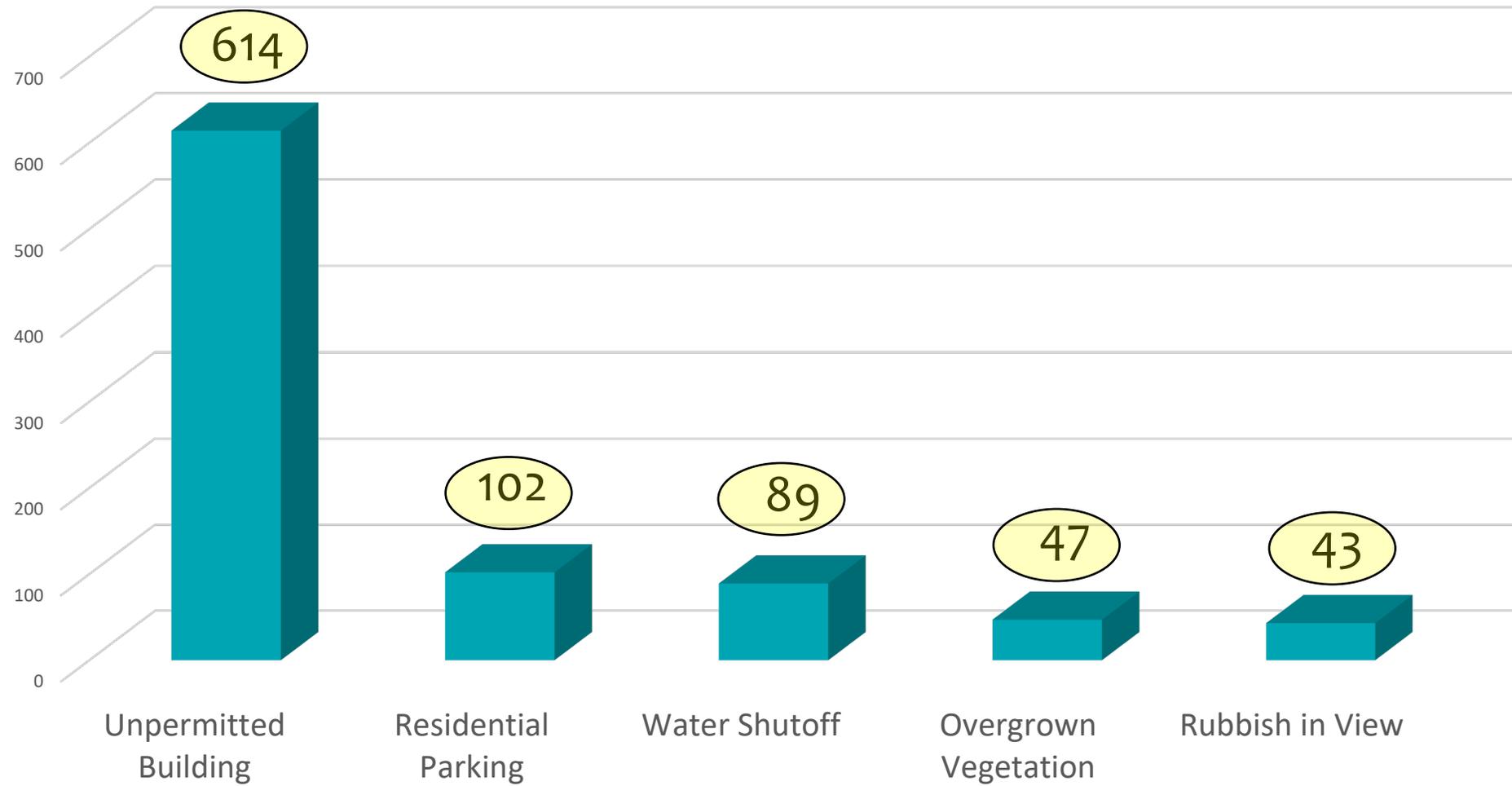
# #4 Rubbish/Discarded Items in Street View – 21 Cases



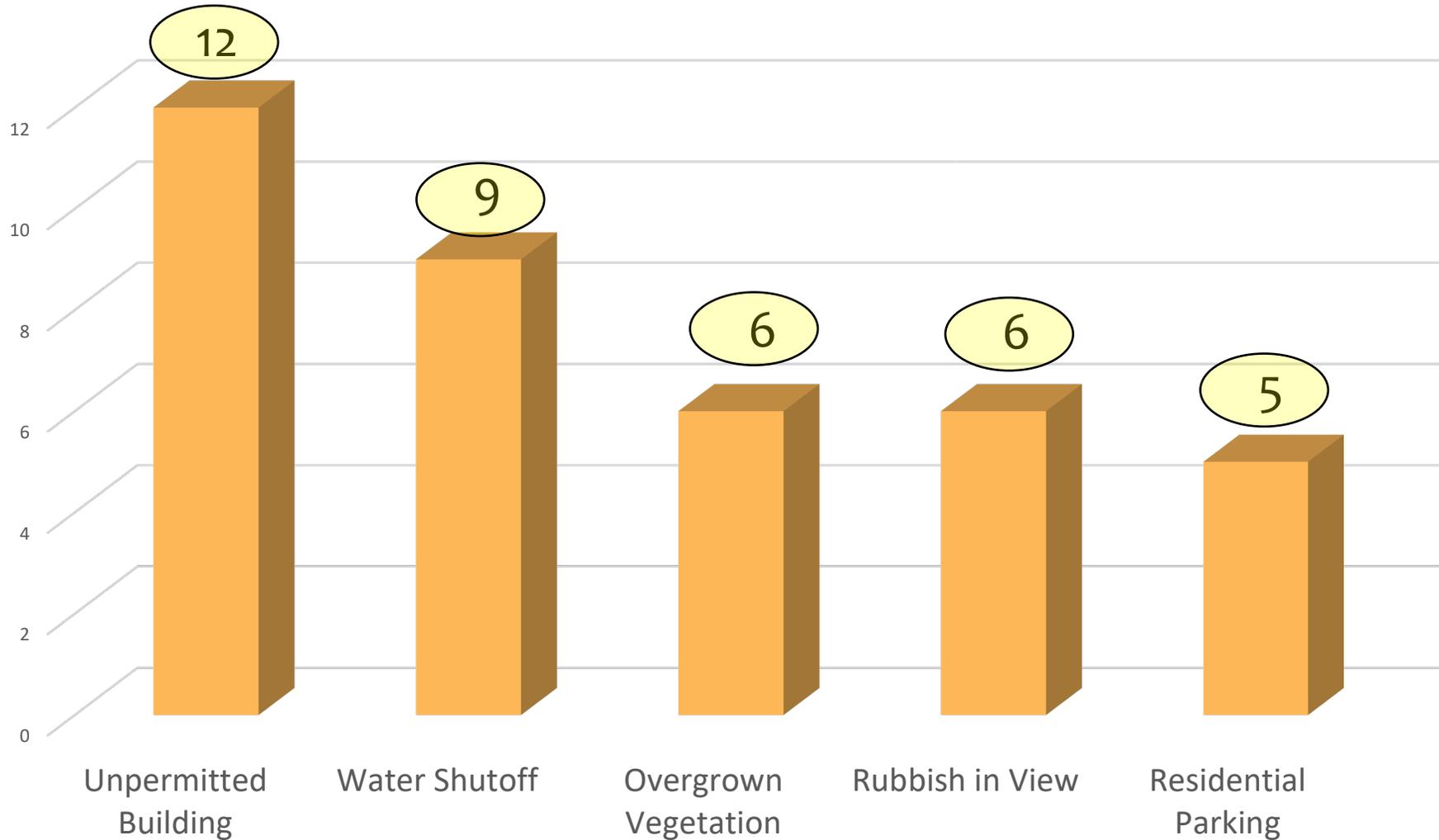
# #5 Overgrown Vegetation – 18 Cases



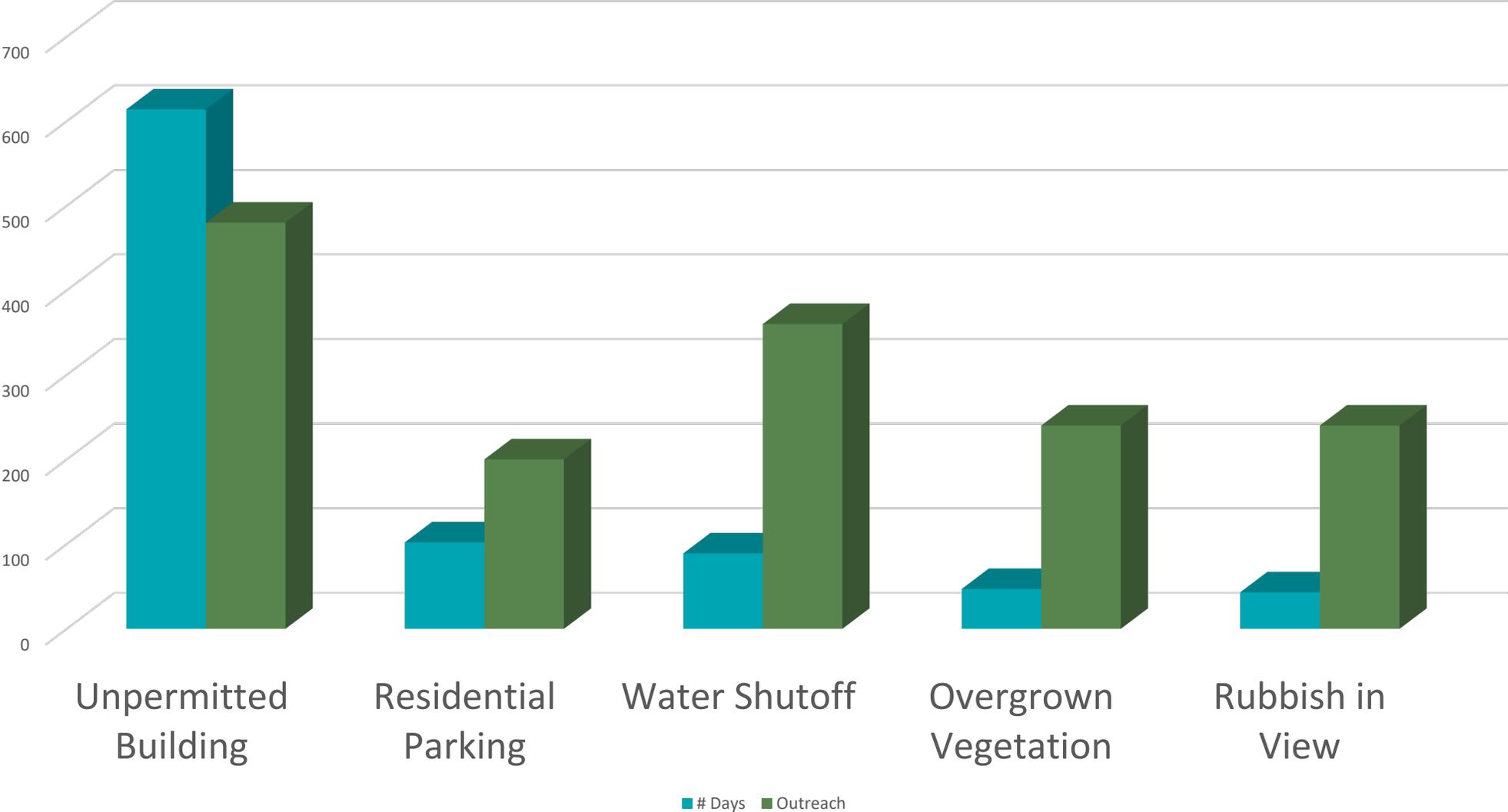
# Average Days to Resolve



# Average Chronology Entries Per Case



# Compliance Time versus Effort (Blue is Time, Green is Effort)



# Key Takeaways

- Our Code Enforcement Officer resolves many cases each year through hard work and attention.
- In most years, more Code Enforcement cases are started than finished.
- Unpermitted Building construction is more effort than all other Code Enforcement cases.
- Case Numbers, Resolution Time, and Effort are all concerns, but they are different issues.
- Time management by prioritizing most serious health and safety issues.
- Continue to focus on improving time and effort with outreach, coordination, procedure improvements, and internal efficiencies.

Thank You!

**Community Development Department  
Code Enforcement Management Update  
October 21, 2025**



## CITY COUNCILMEMBER REPORT

Council Meeting Date: 10/21/2025

Submitted by: Vice Mayor Mark Joseph

Event Date: 15/10/2025

Event Type: Committee Report

Event Title: Napa Valley Transportation Authority (NVTA)

Event Report: Attended the September board meeting.

- Highlights included updates to several planning efforts;
- Approved funding for SR29/12/Airport Drive alternative analyses (to hopefully reduce construction costs); and
- Changed the agenda format to streamline the meetings (basically, moved more routine items to Consent).
- On the NVTA-TA meeting, we heard a report on Measure U revenues--we still generated around \$25 million countywide, but the rate of increase has plateaued.

Attended the October board meeting

- Heard the results of the **Michelin Mobility Intelligence traffic study**. This study used "near miss" data, such as hard braking and hard acceleration that many vehicles now generate. This allows us to compare near misses with actual collisions. No major surprises, but we did recognize that we should use the data to help us address safety concerns around our public schools. The data could also be used in the future (if grant funding is available) to analyze the impact of traffic safety program implementations.
- Reviewed the draft **Community Based Transportation Plan**, which is focused on transportation issues in selected "Equity Priority Communities." There are two types of EPC's, the official MTC standard (in which only Calistoga and parts of Napa City qualify), and the more Napa County-centric, Local EPC's, which includes parts of St. Helena, Yountville and the Southeast area of American Canyon. With this expanded perspective, there will be recommendations to address concerns in American Canyon. The Board approved soliciting public comments of the draft plan.
- Discussed the need for a **Mobility Manager**. This is something MTC would like each County to have, but they currently are not providing any funding. NVTA and other community-based organizations already provide some of the duties that a Mobility Manager would do, but a dedicated full-time person would do a better job. Current effort is to secure funding for the position and refine what a specific job description would look like.
- We discussed the issues surrounding **low/no fares for youth on our transit buses**. The consensus was to continue exploring various strategies, such as working with Napa Valley College and NVUSD to increase ridership, before seeking the \$200K or more each year to subsidize the cost.
- Had a robust discussion regarding **changes to the JPA**. We went from talking about the composition of the board to its broader policy roles in land use planning, economic development and environmental services. At the end, a divided Board approved an ad hoc committee to discuss the issues in more detail. An important point made was that any changes must be approved by all the jurisdictions.
- We also **approved a new contract with CFM, a Federal Lobbying firm**. They will help us not only in analyzing pending legislation (and potentially developing bills that would benefit our region), but they also have a very impressive track record in securing federal grants. In response to my question regarding the Newell Extension, they felt there were multiple funding sources that could be considered. I will follow up after they are settled in!

**Event** 26/09/2025

**Event Type** Committee Report

**Date:**

**Event Title:** Climate Action Committee

**Event Report:** Council member Lamattina and I attended the September meeting.

- The main topic was reviewing the feedback received to date regarding the Regional Climate Action and Adaptation Plan (RCAAP). In particular, the Realtors were concerned about the challenges of retro-fitting the 50,000 older homes to improve energy efficiency or add solar. It was noted that the plan did not mandate immediate retrofitting (rather, as older systems fail and need to be replaced, they should be upgraded to more energy efficient, electricity-based systems), and that the reason the cost was so large was because we were looking at incentives and rebates to assist with the transition. A point I made was that we should look at those areas that have a high yield, low cost and that we have more direct control over, such as Wastewater Treatment Plants and Solid Waste Landfills. For a little over \$20 million, we could reduce methane from our local wastewater treatment plants and increase solid waste diversions. These two programs could see a 15-20% reduction in GHG. Compare this to the roughly \$450 million cost to retrofit existing buildings.
- We also heard a presentation regarding the new Napa Recycling Municipal Diversion Facility, and in particular, its use of a Global Heat Reduction perspective. The point of this study was to focus on heat-producing activities, rather than just GHG. The recommendation from this approach is we should look at ways to reduce heat generating activities, which may provide greater benefits to the planet in the short-term.

---

**Event** 29/09/2025

**Event Type** Committee Report

**Date:**

**Event Title:** North Bay Water Reuse Authority (NBWRA)

**Event Report:** Attended the meeting online. Highlights include:

- Mostly, we reviewed the status of the various programs and projects currently underway.
- It was noted that Federal funding is more uncertain, so the shift will be to State funding opportunities.
- We also discussed the need to establish funding requirements for the participating jurisdictions well before each jurisdiction's budget process begins.
- The next meeting is likely to be in person.
- As suggested by staff, the Council should have a discussion regarding the costs and benefits of participating in this organization. The first phase was very beneficial, but funding for a second phase has been very unreliable, reflecting the preferences of the incumbent President, which can change every four years.

---

**Event**

**Event Type** Community Event

**Date:**

**Event Title:** Various Community Events and Activities

- Event Report:**
- Kiwanis: Helped with the monthly food distribution, and attended the Installation Dinner at La Strada's. I'm proud to announce I am the Immediate Past President!
  - Arts Foundation: Attended the Board Retreat (we focused on master planning our 2026 Calendar of Events), and received four proposals for a painted mural between our two offices (now we need to secure grant funding). We also hosted our fifth annual Pumpkin Path event at the Wetlands--we had over 150 pumpkins painted.
  - Chamber: Helped with the review of prospective Chamber Board members--all four were excellent candidates! Also attended their 10-year Welcome Center Celebration.
  - Welcomed the new Citizen's Academy students, and almost blew the class work project!
  - Attended the monthly Napa County Democratic Central Committee, in which we heard Katie Porter, candidate for Governor.
  - Attended the orientation meeting for The Wall That Heals. A very impressive exhibit, and very moving.





## CITY COUNCILMEMBER REPORT

**Council Meeting Date:** 10/21/2025

**Submitted by:** Mayor Pierre Washington

---

**Event Date:** 08/10/2025

**Event Type:** Other

**Event Title:** Meeting with Farmers Bureau CEO Peter Rumble

**Event Report:** I have the opportunity to meet with the Napa Valley Farmers Bureau CEO, Peter Rumble in an effort to strengthen my knowledge of local agriculture needs. I wanted to learn more about how local policies can support local farmers, things like zoning laws, water usage regulations and land conservation efforts, based on insight from the Napa Valley Farmers Bureau.

We discussed items like Food Security and Sustainability, Emergency Preparedness (*droughts, floods, or wildfires impacts*).

We spoke about outdated rural zoning policies that are negatively impacting small farmers. Peter offered me a future opportunity to actually meet with the local farmers.



**Event Date:** 07/10/2025

**Event Type:** Other

**Event Title:** Mandatory Harassment Training for Council and City Staff

**Event Report:** Report Out: Mandatory Harassment Training Attendance

I attended a 2-hour mandatory Harassment Prevention Training (*SB 1343 Prevention Workplace Harassment*) for managers & supervisors alongside **Councilmembers Brando Cruz, Melissa Lamattine** and **Vice Mayor Mark Joseph**. The session was led by **Teresa Highsmith**, our American Canyon City Attorney, and provided valuable insights into maintaining a respectful and inclusive workplace.

Also, in attendance were:

- **Jason Holley**, City Manager
- **Juan Gomez**, Assistant City Manager
- **Allie Ikeda**, Deputy City Manager
- **Erica Ahmann-Smithies**, Public Works Director
- **Norman Woods**, Assistant Public Works Director
- **Jem Cruz**, Finance Director

**Event Date:** 09/10/2025

**Event Type:** Community Event

**Event Title:** Monthly Lunch with the Mayors of Benicia & Vallejo

**Event Report:** Continuing to value a strong partnership with the two cities outside of Napa County that impact the quality of life of our residents in American Canyon. **Benicia, Mayor Steve Young** and **Vallejo, Mayor Andrea Sorce**. I feel that us working together allows us to share best practices and ideas, tackle challenges and creates opportunities that benefits all three cities and our residents.

I appreciate Mayor Sorce and Mayor Young for their leadership and friendship, I look forward to continuing our collaboration over great conversation. This month we dined at La Strada in American Canyon. Next stop lunch in Vallejo.



**Event Date:** 14/10/2025

**Event Type:** Committee Report

**Event Title:** Flood Control & Water Conservation District meeting

**Event Report:** This was a brief meeting to get updates on storm water wall status for local residents that homes/properties were identified as risk to the community.

**Event Date:** 14/10/2025

**Event Type:** Community Event

**Event Title:** Wall that Heals "Welcome Home Parade" escorts

**Event Report:** This powerful traveling memorial, bearing the names of more than 58,000 men and women who gave their lives in service during the Vietnam War, stands as a solemn reminder of courage, sacrifice, and love for our country.

I want to give a huge thank you to the team that escorted this memorial safely into American Canyon, our local veterans, first responders, community volunteers and everyone who joined along the route.

A very special shout out to Allie Ikeda and her amazing team, for coordinating this event and thank you City Manager Jason Holley for your leadership and support for this memorial.







**OCTOBER 16-19, 2025**

★  
**INDEPENDENCE PARK**

20 Benton Way ★ 24 Hour Access ★ Closes at 2 p.m. on Oct. 19

**WELCOME  
HOME PARADE**  
OCT 14 - 1 P.M.

Line the streets along American Canyon Road, Elliott Road and at Independence Park to honor our Vietnam Veterans with the Welcome Home they deserve.

**WELCOME  
HOME CEREMONY**  
OCT 16 - 6 P.M.

Finally and officially welcome Vietnam Veterans home 50 years after the war and honor Bay Area Hometown Heroes

**IN MEMORY  
CEREMONY**  
OCT 18 - 6 P.M.

In tandem with the "In Memory" program, this ceremony preserves the legacies of those we've lost. The Wall That Heals will be lit TEAL for PTSD awareness

**CLOSING  
CEREMONY**  
OCT 19 - 1:30 P.M.

A final community gathering and recognitions before The Wall That Heals departs for its next location

**[AmericanCanyon.gov/TheWallThatHeals](http://AmericanCanyon.gov/TheWallThatHeals)**

## FUTURE AGENDA ITEMS OF NOTE

**October 23, 2025, Planning Comm. 6:30 p.m.**

Meeting Cancelled

**November 4, 2025, City Council 6:30p**

Proc: Veterans Day  
Update from Supervisor Belia Ramos  
Entertainment Zone Overlay First Reading  
2025 Building Code Update First Reading  
Green Island Road Pavement Project

**November 5, 2025, OSATS Meeting. 6:30 p.m.**

NVTA Active Transportation Plan  
General Plan Sustainability Initiatives

**November 6, 2025, Finance Subcommittee.**

**1:00 p.m.**  
Fiscal Policies Discussion

**November 13, 2025, PCS Meeting 6:30 p.m.**

Evaluate Potential Revenue Measure

**November 18, 2025, City Council 6:30p**

Pres: AC Community Cats  
High Strength Waste Project  
Fiscal Policies Discussion  
AI Policy and Data Policy

**November 20, 2025, Planning Comm. 6:30 p.m.**

Crawford Way Tentative Subdivision Map

**December 2, 2025, City Council Meeting 6:30p**

Sites Reservoir Project Update  
General Plan Sustainability Initiatives

**December 3, 2025, TBID Meeting. 11:00 a.m.**

Selection of 2026 Chair and Vice Chair  
Review Donation Requests  
Updates from: Visit Napa Valley, AC Hotels,  
Chamber/Welcome Center, City of AC,  
Developers

**December 3, 2025, OSATS Meeting. 6:30 p.m.**

Complete Streets Approach for CIP Projects  
BCDC's SB272 Sea Level Rise Report

**December 11, 2025, PCS Meeting. 6:30 p.m.**

Potential Revenue Measure for Parks  
Recommend Community Grants

**December 16, 2025, City Council 6:30p**

Crawford Way Tentative Subdivision Map  
Annual Comprehensive Financial Report  
Open Gov Presentation  
Award Community Grants

**December 18, 2025, Planning Comm. 6:30 p.m.**

TBD

Unscheduled Council Directed Items	Councilmember	Date of Council Vote	Notes
All Electric Reach Code	Joseph	11/7/2023	On hold pending RCAAP and Berkeley litigation.
Food Ware Ordinance	Joseph	9/17/2024	On hold, pending RCAAP
Purple Heart Designation	Washington	10/15/2024	In progress, council date TBD
A.I. Policy	Oro	12/3/2024	Scheduled for 11/18/2025