



REGULAR CITY COUNCIL MEETING AGENDA

City Hall - Council Chambers
4381 Broadway St., Suite 201, American Canyon
September 21, 2021
6:30 PM

Mayor: Leon Garcia
Vice Mayor: Mark Joseph
Councilmembers: Mariam Aboudamous, David Oro, Pierre Washington

AMENDED AGENDA

Agenda amended to correct two typographical errors in Item 14: Section A Affordable Housing and the Environmental Review section; and adding updated eComment information.

In response to Governor's Executive Order N-29-20 and the Resolution Declaring the Existence of a Local Emergency Relating to the COVID-19 Pandemic adopted by the City of American Canyon City Council, City Council and other public meetings are currently Teleconference Meetings Only to align with local and federal guidelines and social distancing recommendations for the containment of the coronavirus. This meeting will be broadcast live to residents on Napa Valley TV at <http://www.cityofamericancanyon.org> and on YouTube at <https://www.youtube.com/user/CityofAmericanCanyon>.

You may submit public comments for any Agenda Item, Non-Agenda Item or make general public comments by one of the following methods:

Oral comments, during the meeting: A Zoom Webinar has been established for public participation during the meeting related to a specific agenda item, or matters not on the agenda. To give your public comment directly to the legislative body during the meeting, use the Register to Speak feature of [eComments](#) or connect via below Zoom link and follow the instructions or by calling 408-638-0968.

Zoom Meeting Link: [Click Here](#)
Webinar ID: 816 5582 0326 **Passcode:** 917450

Written comments, Via eComments: The eComments link is located on the Meetings & Agendas page of our website [here](#). Comments received before the 3:00 p.m. day-of-meeting cutoff time will be routed to all Councilmembers at that time. eComments will remain open throughout the meeting, and all comments received will be posted online and become part of the meeting record.

The above-identified measures exceed all legal requirements for participation in public comment, including those imposed by the Ralph M. Brown Act and Executive Order N-29-20 and N-33-20. For more information, please call the City Clerk at (707) 647-5337 or email cityclerk@cityofamericancanyon.org.

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.cityofamericancanyon.org.

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@cityofamericancanyon.org. 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.

PUBLIC ADDRESS – CLOSED SESSION 5:30 P.M.

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.

5:30 P.M. CLOSED SESSION

- 1. Conference with Legal Counsel – Anticipate Litigation Pursuant to Government Code Section 54956.9 (d)(2) Two Matters.**

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

CITY CLERKS ANNOUNCEMENT PURSUANT TO GOVT CODE 54952.3

When the City Council sits jointly, or serially as more than one board it is required that the amount of compensation received for each board be disclosed at the meeting. If there is a matter of consideration dealing with water outside the City limits but within the Water District Service Area, the Council will function as the former American Canyon County Water District. For sitting as the Council, a stipend of \$315 monthly is received, and as the Water Board, \$206.50 per meeting.

PROCLAMATIONS AND PRESENTATIONS

- 2. Proclamation - National Pollution Prevention Week**
Recommendation: Receive National Pollution Prevention Week Proclamation.
- 3. Proclamation - Hispanic Heritage Month**
Recommendation: Receive Hispanic Heritage Month Proclamation.
- 4. Proclamation - Community Emergency Response Week**
Recommendation: Receive Proclamation proclaiming September 20th - September 14, 2021 as "Community Emergency Response Week".
- 5. Presentation - Napa Schools for Climate Action**

PUBLIC COMMENT - ITEMS NOT ON THE AGENDA

This time is reserved for members of the public to address the City Council on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the City Council. Comments are limited to 3 minutes. Comments for items on the Agenda will be taken when the item is called. 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. Speakers are asked to please speak clearly, and provide their name. Any handouts for distribution to the City Council must be emailed by 3:00 p.m. on meeting day. To comment via zoom during the meeting, use the [Register to Speak feature in eComments](#) or click the “raise your hand” button if joining by computer, or press *9 if joining by phone, when the item is called. To avoid confusion, hands raised outside of Public Comment periods will be lowered.

AGENDA CHANGES

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

CONSENT CALENDAR

6. **Minutes of September 7, 2021 City Council Meeting**
Recommendation: Approve the Minutes of the September 7, 2021 City Council Meeting.
7. **Green Valley Consulting Engineers - Amendment No. 5**
Recommendation: Adopt a [Resolution](#) authorizing the City Manager to execute Amendment #5 to Agreement #2019-A167 with Green Valley Consulting Engineers, in the amount of \$250,000, for a total contract amount not to exceed \$598,000, for ongoing construction inspection services.
8. **Brightview Landscape Service LLAD Zone 3 - Amendment No. 7**
Recommendation: Adopt a [Resolution](#) approving Amendment 7 to Agreement 2017-111 with BrightView Landscape Services in the amount of \$23,953 for a total contract amount not to exceed \$2,583,999 for additional services in LLAD Zone 3.
9. **Report on Water Supply and Demand Drought Emergency Stage 2**
Recommendation: Receive and file a report on water supply and demand in the City of American Canyon Water Service Area.
10. **Utilities Rate Study - Consultant Agreement**
Recommendation: Adopt a [Resolution](#) to authorize the City Manager to execute a professional services contract with NBS Government Finance Group, DBA: NBS to perform enterprise rate studies for the Water, Wastewater, and Recycled Water Enterprise Funds with a not-to-exceed contract amount of \$128,600.
11. **Amendment No. 1 to Task Order No. 6 with Miller Pacific Engineering Group**
Recommendation: Adopt a [Resolution](#) authorizing the City Manager to execute Amendment #1 to Task Order No. 6 (Agreement No. 2021-01) with Miller Pacific Engineering Group, in the amount of \$75,000, for a total contract amount not to exceed \$125,000, for construction observation/material testing services for the Devlin Road and Vine Trail Extension Project (TR14-0100).
12. **Coastland Civil Engineering - Amendment #2**
Recommendation: Adopt a [Resolution](#) increasing FY21/22 Budget line item 105-60-660-42160 by \$250,000 and authorizing the City Manager to execute [Amendment #2](#) to Agreement #2018-102 with Coastland Civil Engineering, Inc. increasing the total contract

amount from \$805,000 to 1,055,000.

PUBLIC HEARINGS

13. **Watson Ranch Lot 10 Vesting Tentative Subdivision Map**

Recommendation: Adopt a [Resolution](#) of the City Council of the City of American Canyon approving a Watson Ranch Lot 10 Vesting Tentative Subdivision map to create 219 single-family residential lots; 6 parcels; 9 public courts; and 6 public streets on 27.17-acre site; located at the northeast intersection of the future extension of Rio Del Mar and Loop Road, APNs 059-430-015 and -016 (File No. PL21-0013).

14. **Oat Hill Multifamily Residential Project - Zone Change Ordinance Second Reading and Project Entitlements**

Recommendation: 1. Waive second reading, read by title only, and adopt an [Ordinance](#) to rezone Oat Hill Parcel A from Light Industrial with a Specialty Commercial (LI:CS) overlay and Estate Residential (RE) to High Density Residential (APN 058-380-008 and portion of 058-320-001), (File No. PL20-0024);

2. Waive second reading, read by title only, and adopt an [Ordinance](#) to rezone Oat Hill Parcel B from Estate Density Residential to Medium Density Residential (RM); (portion of APN 058-320-001), (File No. PL20-0026);

3. Adopt a [Resolution](#) to approve a Design Permit for 206 multifamily residential units on a 13.6-acre Oat Hill Parcel A; (APN 058-380-008 and portion of 058-320-001), (File No. PL20-0022);

4. Adopt a [Resolution](#) to approve a Design Permit Map for 85 multifamily residential units on a 7.2-acre Oat Hill Parcel B; (portion of APN 058-320-001); (File No. PL20-0023);

5. Adopt a [Resolution](#) to approve a Tentative Subdivision Map for 206 condominium multifamily residential units on a 13.6-acre Oat Hill Parcel A; (APN 058-380-008 and portion of 058-320-001), (File No. PL20-0025); and

6. Adopt a [Resolution](#) to approve a Tentative Subdivision Map for 85 condominium multifamily residential units on a 7.2-acre Oat Hill Parcel B; (portion of APN 058-320-001); (File No. PL20-0027).

BUSINESS

15. **Ballot Measure for June 7, 2022 Statewide Primary Election for the adoption of an Ordinance Establishing Term Limits for the Mayor and Members of the City Council.**

Recommendation: Adopt a Resolution submitting to the qualified voters of the City an Ordinance amending the American Canyon Municipal Code to add Section 2.04.120 regarding Mayor and Councilmember Term Limits at the Regular Statewide Primary Election to be held on June 7, 2022.

MANAGEMENT AND STAFF ORAL REPORTS

MAYOR/COUNCIL COMMENTS, COMMITTEE REPORTS, AND FUTURE AGENDA ITEMS

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

16. **City Council Committee Report - Mayor Leon Garcia**
Recommendation: Receive and file the City Council Committee Report as submitted by Mayor Leon Garcia.
17. **City Council Committee Report - Vice Mayor Mark Joseph**
Recommendation: Receive and file the City Council Committee Report as submitted by Vice Mayor Mark Joseph.
18. **City Council Committee Report - Pierre Washington**
Recommendation: Receive and file the City Council Committee Report as submitted by Councilmember Pierre Washington.

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, City Clerk

CITY OF AMERICAN CANYON PROCLAMATION



SEPTEMBER 20 – SEPTEMBER 26, 2021 “NATIONAL POLLUTION PREVENTION WEEK”

WHEREAS, throughout the United States, the fourth week of September is recognized as Pollution Prevention Week; and Pollution Prevention (p2) is any practice that reduces, eliminates, or prevents pollution at its source. P2, also known as “source reduction,” is the ounce-of-prevention approach to waste management. Reducing the amount of pollution produced means less waste to control, treat, or dispose of. Less pollution means less hazards posed to public health and the environment; and

WHEREAS, The Napa River Watershed is almost entirely within Napa Co, a small portion is also in Solano County; and The Napa River runs through the center of the watershed on the valley floor, draining numerous tributaries along a 55-mile run from the headwaters of Mt. St. Helena to the San Pablo Bay; and

WHEREAS, an estimated 95% or more of the entire population of Napa County live in the Napa River Watershed; and

WHEREAS, to more effectively reduce stormwater pollution in the Napa River watershed and to provide a consistent approach to stormwater regulations, the City joined with the other Napa County municipalities to form the Napa Countywide Stormwater Pollution Prevention Program. Bringing together countywide talents, knowledge and skills, we all benefit in providing community outreach and education programs, creating regulatory guidelines for construction contractors, and in obtaining grant funding to support specific parts of our programs; and

WHEREAS, the City of American Canyon has partnered with the Bay Area Pollution Prevention Group (BAPPG) to develop a public education and information program directed to the public on how to prevent pollution through individual housekeeping practices.

WHEREAS, the City of American Canyon’s specific Pollution Prevention approaches are:

- The City provides pollution prevention outreach to residents at City organized events and on social media. Mailers and doorknockers are at times delivered to residents as well.
- Proper FOG disposal and Wipes disposal messages are posted to social media and the City manager’s update during the Thanksgiving and Christmas holidays.
- Commercial and industrial businesses are permitted and inspected for source control. Outreach and BMPs are provided to the businesses as well.

- The City participates in the annual Napa County water conservation video contest.
- The City has two water conservation rebate programs which are Cash for Grass and the Toilet Rebate program.
- The City has partnered with Engie to increase efficiency in energy use
- Expanding the recycled water program to include delivery to residents as a water saving measure.
- Partnering with Recology in waste management

NOW, THEREFORE, be it resolved that I, Leon Garcia, Mayor of the City of American Canyon, on behalf of the American Canyon City Council, do hereby proclaim this week, September 20 through September 26, 2021, as “**National Pollution Prevention Week**” in the City of American Canyon.

Dated: September 21, 2021

Leon Garcia, Mayor

CITY OF AMERICAN CANYON PROCLAMATION



Hispanic Heritage Month

WHEREAS, The City of American Canyon encourages and promotes strong and inclusive communities that recognize and celebrate efforts to bring people together for a greater good; and

WHEREAS, in 1968 President Lyndon B. Johnson first recognized Hispanic Heritage week, which was later expanded under President Reagan to one month, and each successive United States President has continued the tradition of recognizing the contributions made and the important presence of Hispanic and Latino Americans to the United States by celebrating their heritage and culture; and

WHEREAS, Napa County has a long history of welcoming immigrants and is home to a growing multiethnic and multicultural Latino population, including citizens originating from: Mexico, Central and South America, all of whom are welcome and very much appreciated; and

WHEREAS, in 2014 the Latino population became the largest ethnic group in California and in Napa County the Latino population grew by 50 percent in the past ten years and now represents over 33 percent of our citizens and more than 53 percent of all public-school students; and

WHEREAS, the diverse Latino population of Napa County makes a significant economic contribution and has other profound positive influences on our community through their strong commitment to family, faith, education, hard work, culture and service; and

WHEREAS, this community thrives on the diversity and ingenuity of all our people, depends on the continued support and success of our diverse Latino population, and we will continue to be enriched by the transcultural contributions of our Latino friends and neighbors for many decades to come.

NOW, THEREFORE, BE IT PROCLAIMED that I, Leon Garcia, Mayor of the City of American Canyon, do hereby proclaim September 15th through October 15th, 2021 as Hispanic Heritage Month in recognition of the indelible footprints of Hispanic Culture in our daily lives.

Dated: September 21, 2021

Leon Garcia, Mayor

CITY OF AMERICAN CANYON PROCLAMATION



Community Emergency Response Team (Cert) Week September 20 – 24, 2021

WHEREAS, the members of American Canyon CERT Program are educated about disaster preparedness for hazards that may impact their area and are trained in basic response skills; and

WHEREAS, the American Canyon CERT volunteers are trained to educate members of the American Canyon community through public outreach to promote the CERT program; and

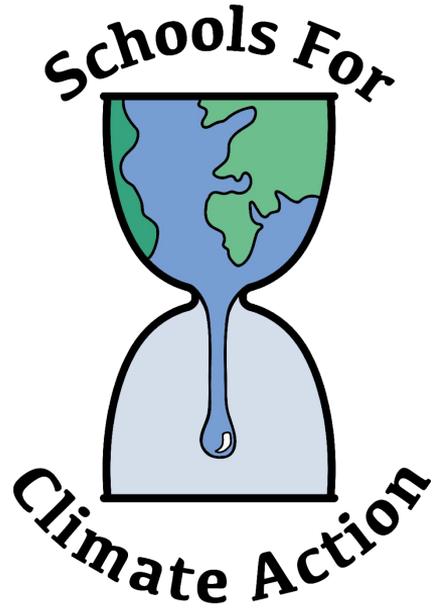
WHEREAS, American Canyon CERT volunteers are trained to assist others in their community following a disaster when professional responders are not immediately available to help; and

WHEREAS, the American Canyon CERT volunteers pivoted in the last year to best serve the community during the pandemic assisting with many vital community resources, including weekly food distributions, coordinating traffic control for both county and local vaccine clinics, door knocking to educate about vaccine availability and any other task that was asked of them; and

NOW, THEREFORE, BE IT PROCLAIMED that I, Leon Garcia, Mayor of the City of American Canyon, do hereby proclaim the week of September 20th – 24th, 2021 as “Community Emergency Response Week” and joins in honoring the men and women whose dedication to American Canyon to help support citizens of this community.

Dated: September 21, 2021

Leon Garcia, Mayor



Napa Schools for Climate Action

EMILY BIT & ALISA KARESH

01

WHO IS NAPA S4CA?

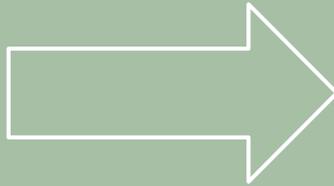


“No school should be a silent witness to the climate crisis.”

02

WHAT IS OUR MISSION?

**EDUCATE
ENGAGE
EMPOWER**



**AWARENESS
ACCOUNTABILITY
ACTION**

WHAT HAVE WE ACCOMPLISHED?

2019

NVUSD adopts the Napa S4CA Call to Climate Action Resolution.

2019

Creates the “Pledge to tell the truth about the climate emergency”, 1000+ signatures.

2019

Organized the Napa Climate Strike as a part of Greta Thunberg’s Global Week for Future.

2021

Pushes for American Canyon’s moratorium on new gas station permits.

2021

Hosts the “Our Future is in Your Hands” climate contest for all Napa County high school students.

2021

Calistoga declares a climate emergency + endorses our Resolution on Protecting Napa’s Forests

No more gas stations in American Canyon

Pierre R. Washington Jun 23, 2021 Updated Jun 25, 2021

High school students involved with the group Napa Schools for Climate Action have been vocal.

“Cleaner energy is the key to the sustainable future we hope to have,” Napa High School junior Alisa Karesh said.



66°

THE NORTH BAY **Business Journal**

Napa Valley city considering ban

Joining Petaluma, the city of American Canyon is considering its own restriction on new gas stations. On Feb. 2, the city council conducted a workshop to discuss whether to impose a moratorium on new fuel stations.

Executive order directs state to require that, by 2035, all new cars and passenger trucks sold in California be zero-emission vehicles

American Canyon High School students are in favor of the fuel station moratorium. Napa Schools for Climate Action.

FOSSIL FREE FUTURE

“As a citizen, I always want what’s best for the town and the citizens who reside in it,” she told the City Council during the Zoom meeting. “Inviting toxic fumes and waste is not what’s best, by any means.”

“By the time we’ll be college graduates and by the time we’ll be old enough to fill your positions, it will be too late,” Karesh told council members.

Business

American Canyon temporarily puts brakes on new gas stations

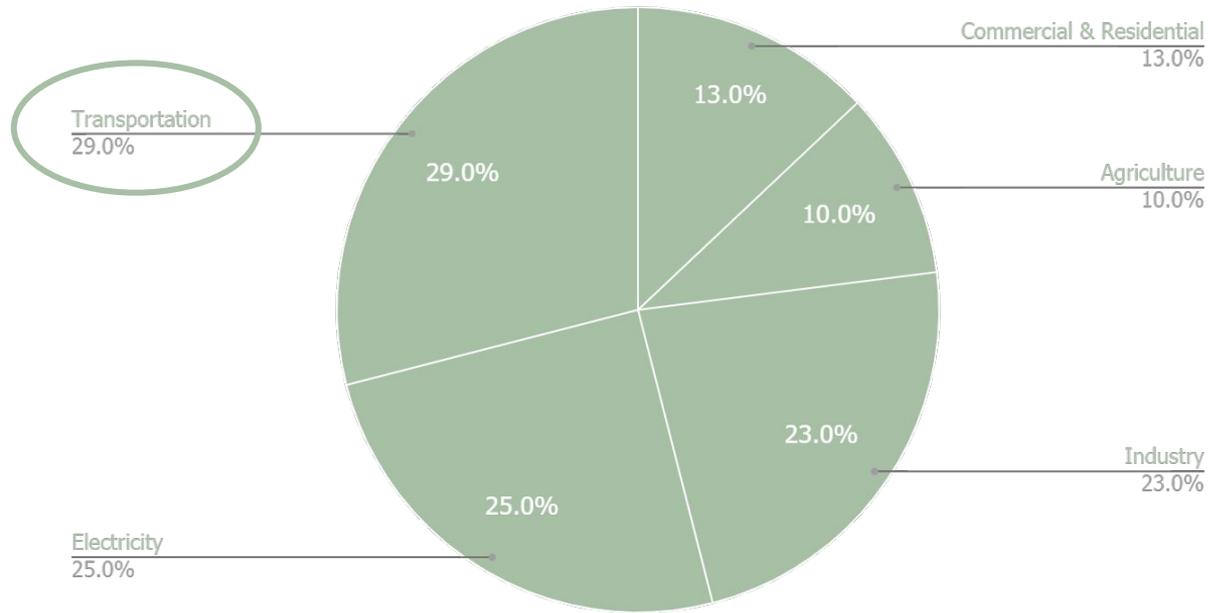
Barry Eberling Mar 9, 2021 Updated Jun 30, 2021

American Canyon

American Canyon considers temporary moratorium on new gas stations

Barry Eberling Feb 8, 2021 Updated Jun 23, 2021

US EPA GREENHOUSE GAS EMISSIONS BY ECONOMIC SECTOR 2019



FOSSIL FREE FUTURE

- REDUCE NAPA COUNTY'S RELIANCE ON THE FOSSIL FUEL INDUSTRY
- STOP WRONGDOING BEFORE WE CAN PROGRESS
- NO NEW GAS STATIONS

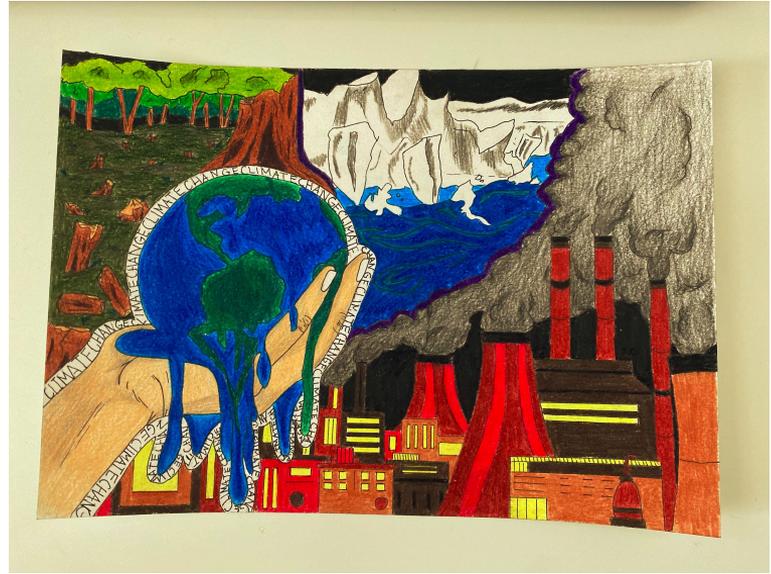
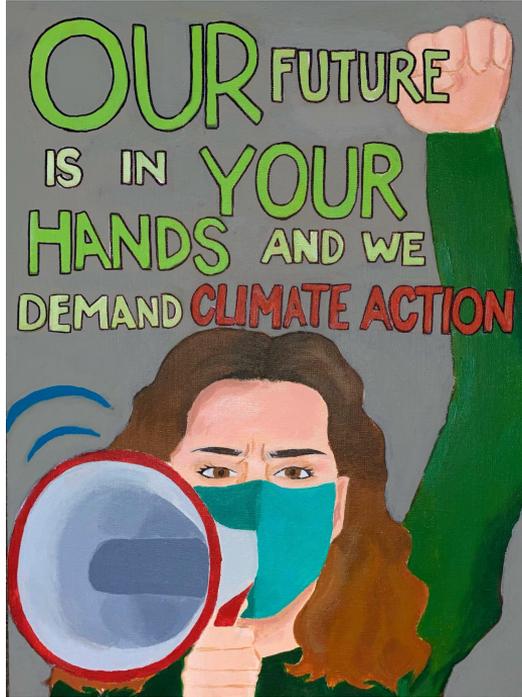
OUR FUTURE

is in your hands

climate contest

17 FINALISTS, 8 PARTICIPATING SCHOOLS

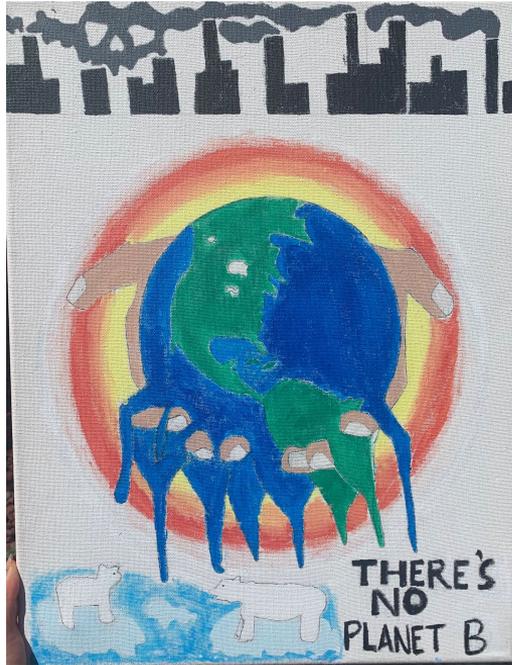
ACHS PIECES



ACHS PIECES



ACHS PIECES





03

WHAT IS OUR ASK?

OUR ASK

- **IMPLEMENT A PERMANENT BAN ON ALL NEW GAS STATION PERMITS/DEVELOPMENT IN AMERICAN CANYON**
- **ADOPT A RESOLUTION DECLARING A CLIMATE EMERGENCY IN AMERICAN CANYON**
- **BE CONSCIOUS OF OUR CLIMATE AND OUR YOUTH (WHO WILL INHERIT THIS CLIMATE + EARTH) WHEN MAKING DECISIONS THAT WILL IMPACT THE FUTURE**

THANK YOU.

QUESTIONS, COMMENTS, CONCERNS?

CITY OF AMERICAN CANYON
REGULAR CITY COUNCIL MEETING AMENDED AGENDA

ACTION MINUTES
September 7, 2021

Consistent with the California Governor’s Executive Order N-29-20 promoting social distancing, there will be no physical or in person meeting location available to the public. Instead, the meeting will be conducted by teleconference. The meeting will be accessible for all members of the public to attend and give public comment via the City’s website, YouTube, and Cable TV Channel 28.

PUBLIC ADDRESS – CLOSED SESSION 5:30 P.M.

Mayor Leon Garcia addressed the public. There were no Public Comments on Closed Session Items.

Closed Session Roll Call:

Present: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington
Absent: None

Action: Council Adjourned to Closed Session at 5:31 p.m.

5:30 P.M. CLOSED SESSION

1. Conference with Legal Counsel – Anticipate Litigation Pursuant to Government Code Section 54956.9 (d)(2) Two Matters.

Action: Closed Session concluded at 6:38 p.m.

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

CALL TO ORDER

The meeting was called to order at 6:45 p.m.

PLEDGE OF ALLEGIANCE

Mayor Leon Garcia led the Pledge of Allegiance.

ROLL CALL

Present: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington
Absent: None

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

City Attorney William Ross provided an oral report on Closed Session. A written report will be submitted.

CITY CLERKS ANNOUNCEMENT PURSUANT TO GOVT CODE 54952.3

PROCLAMATIONS AND PRESENTATIONS

2. Introduction to eComment/Register to Speak

Action: Council received a presentation from City Clerk Taresa Geilfuss and Communications Manager Jen Kansanback introducing the eComments and Register to Speak agenda features.

PUBLIC COMMENT - ITEMS NOT ON THE AGENDA

Written comments: None.

Oral comments: Maria Amezcua was called to speak - emergency rental assistance; Jason Kishineff was called to speak - cannabis; Beth Marcus was called to speak - American flag; Chris James was called to speak - term limits; Justin Hamilton Hole was called to speak - agenda access.

AGENDA CHANGES

Vice Mayor Mark Joseph requested to pull Consent Items 8, 9 and 10 for discussion.

CONSENT CALENDAR

Action: Motion to approve Consent Calendar Items 3 - 7 made by Councilmember Mariam Aboudamous, seconded by Vice Mayor Mark Joseph, and CARRIED by roll call vote.

Ayes: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington

Nays: None

Abstain: None

Absent: None

3. Minutes of July 29, 2021 Special Joint City Council/Planning Commission Meeting

Action: Approved the minutes of the July 29, 2021 Special Joint City Council/Planning Commission Meeting.

4. Minutes of August 17, 2021 Joint City Council/Fire Protection District Board

Action: Approved the minutes for the Regular Joint City Council/Fire Protection District Meeting of August 17, 2021.

5. Minutes of the August 24, 2021 Special Joint City Council/Fire Protection District Board

Action: Approved the Minutes of the August 24, 2021 Joint City Council/Fire Protection District Board Meeting.

6. City Attorney August 17, 2021 Closed Session Report

Action: Approved the City Attorney Closed Session Report of August 17, 2021 Regular Joint City Council/American Canyon Fire Protection District Meeting.

7. City Attorney August 21, 2021 Closed Session Report

Action: Approved the City Attorney Closed Session Report of August 21, 2021 Special City Council Meeting.

8. New Equipment Purchases for Maintenance and Utilities Department

Action: Motion to continue Item 8. Adopt Resolutions authorizing the purchase of new equipment for the Maintenance and Utilities Department made by Vice Mayor Mark Joseph, seconded by Councilmember Mariam Aboudamous, and CARRIED by roll call vote.

Ayes: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous

Nays: Councilmember David Oro, Councilmember Pierre Washington

Abstain: None

Absent: None

9. Budgeting, Financial Reporting, and Transparency Platform Software Agreement

Council received additional explanation from Finance Director Lincoln Bogard.

Action: Motion to adopt Resolution 2021-57 to enter into Agreement 2021-A131 with OpenGov for budgeting and transparency software solution made by Councilmember David Oro, seconded by Councilmember Pierre Washington, and CARRIED by roll call vote.

Ayes: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington

Nays: None

Abstain: None

Absent: None

10. Tacos Baja Cali Design Permit Resolution Confirmation

Mayor Leon Garcia opened public comments for this item. **Written comments:** Jose Rueda; Blanca Vanessa Rios; Valerie Zizak-Morais, Chamber of Commerce. **Oral Comments:** Valerie Zizak-Morais was called to speak. Blanca Rios was called to speak.

Mayor Leon Garcia closed public comments.

Action: Motion to adopt Resolution 2021-58 confirming the City Council approval of the Tacos Baja Cali stationary Food Truck Design Permit at 4225 Broadway Street (File Number PL21-0015) made by Councilmember David Oro, seconded by Councilmember Mariam Aboudamous, and CARRIED by roll call vote.

Ayes: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington

Nays: None

Abstain: None

Absent: None

PUBLIC HEARINGS

11. CalPERS Contract Amendment

Mayor Garcia opened the Public Hearing. Council received a presentation from Assistant City Manager Maria Ojeda. Mayor Leon Garcia opened Public Comments. **Written comments:** none.

Oral comments: none.

Mayor Leon Garcia closed Public Comments, and the Public Hearing.

Action: Motion to adopt Resolution 2021-59 designating the Mayor as "Presiding Officer," approving and then authorizing the Presiding Officer to sign that certain Resolution of Intention to Approve an Amendment to the Contract between the Board of Administration California Public Employees' Retirement System and the City Council of the City of American Canyon Agreement 2021-A132 made by Councilmember David Oro, seconded by Councilmember Mariam Aboudamous, and CARRIED by roll call vote.

Ayes: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington

Nays: None

Abstain: None

Absent: None

Action: Motion to approve Waive first reading, read by title only, and introduce an Ordinance of the City Council of the City of American Canyon authorizing an amendment to the contracts between the City of American Canyon and the Board of Administration of the California Public Employees' Retirement System for the purposes of implementing cost sharing per the negotiated contracts for all Classic Local Miscellaneous members in the Teamsters Local 315-General Unit and the Teamsters Local 315-Mid-Management Unit, and members of the Unrepresented Compensation Program Unit made by Vice Mayor Mark Joseph, seconded by Councilmember Miriam Aboudamous, and CARRIED by roll call vote.

Ayes: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington

Nays: None

Abstain: None

Absent: None

12. General Plan Amendment, Land Use Element - Climate Change

Mayor Leon Garcia opened the Public Hearing. Council received a presentation from Community Development Director Brent Cooper. Mayor Leon Garcia opened Public Comments. **Written comments:** Cathy Davis, Andrea Hedemark, Sharon Robinson, Jason Kishineff. **Oral comments:** Chris James was called to speak. Bayard was called to speak. Chris Benz was called to speak. Emily Bit was called to speak. Alisa Karesh was called to speak. Tammy Wong was called to speak. Karen Fritz was called to speak.

Mayor Leon Garcia closed Public Comments, and the Public Hearing.

Action: Motion to adopt Resolution 2021-60 to approve a General Plan Amendment to incorporate climate change, adaptation, and greenhouse gas reduction policies into the Land Use Element (PL21-0017) made by Vice Mayor Mark Joseph, seconded by Councilmember Pierre Washington, and CARRIED by roll call vote.

Ayes: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington

Nays: None

Abstain: None

Absent: None

13. Oat Hill Multi-Family Residential Project Napa Airport Land Use Commission Overrule and Project Entitlements

Councilmembers disclosed ex parte communications as follows: Mayor Leon Garcia spoke with Rick Hess; Councilmember David Oro spoke with Rick Hess; Vice Mayor Mark Joseph spoke with Rick Hess and Supervisor Wagenknecht; Councilmember Miriam Aboudamous spoke with Rick Hess and Supervisor Pedroza; Councilmember Washington spoke with Rick Hess.

Mayor Garcia opened the Public Hearing. Council received a presentation from Community Development Director Brent Cooper. Applicant Rick Hess presented additional information. Clark Morrison, Land Use Attorney. Nick Johnson Airport Land Use Consultant, Rod Stinson, CEQA Consultant were available for questions. City Attorney Bill Ross commented on a letter received from Matthew Adams, Kaplan Kirsch Rockwell.

Mayor Leon Garcia opened Public Comments. **Written comments:** Matthew Adams, Valerie Zizak-Morias. **Oral comments:** Barry Christian was called to speak. Beth Marcus was called to speak. Mayor Leon Garcia closed Public Comments.

Action: Motion to adopt (1) Resolution 2021-61 to approve the Oat Hill Multi-Family Residential Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program made by Councilmember David Oro, seconded by Councilmember Mariam Aboudamous, and CARRIED by roll call vote.

Ayes: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington

Nays: None

Abstain: None

Absent: None

Action: Motion to adopt (2) Resolution 2021-62 determining the Oat Hill Multi-Family Residential Project is consistent with the Napa Airport Land Use Compatibility Plan (ALUCP) pursuant to Public Utilities Code Section 21676(D), and Overruling the Napa Airport Land Use Commission (ALUC) determination in accordance with State Law made by Councilmember Mariam Aboudamous, seconded by Vice Mayor Mark Joseph, and CARRIED by roll call vote.

Ayes: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington

Nays: None

Abstain: None

Absent: None

City Attorney William Ross presented a slightly revised (3) resolution that will provide consistency. Mayor Leon Garcia opened Public Comments. **Written comments:** Matthew Adams, Valerie Zizak-Morias. **Oral comments:** Justin Hamilton Hole was called to speak. Mayor Leon Garcia closed Public Comments.

Action: Motion to adopt (3) Resolution 2021-63 to approve a General Plan Amendment on Oat Hill Parcel A from Industrial with a Specialty Commercial (CS) overlay and Estate Residential (RE) to High Density Residential (RH-1), (APN 058-380-008 and portion of 058-320-001), (File No. PL20-0024) as revised made by Vice Mayor Mark Joseph, seconded by Councilmember David Oro, and CARRIED by roll call vote.

Ayes: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington

Nays: None

Abstain: None

Absent: None

Mayor Leon Garcia opened Public Comments for Item (4) resolution. **Written comments:** Matthew Adams, Valerie Zizak-Morias. **Oral comments:** none. Mayor Leon Garcia closed Public Comments.

Action: Motion to adopt (4) Resolution 2021-64 to approve a General Plan Amendment to re-designate Oat Hill Parcel B from Estate Density Residential to Medium Density Residential (portion of APN 058-320-001); (File No. PL20-0026) made by Vice Mayor Mark Joseph, seconded by Councilmember Mariam Aboudamous, and CARRIED by roll call vote.

Ayes: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington

Nays: None

Abstain: None

Absent: None

Mayor Leon Garcia opened Public Comments. **Written comments:** Matthew Adams, Valerie Zizak-Morias. **Oral comments:** Karen Fritz was called to speak. Mayor Leon Garcia closed Public Comments.

Action: Motion to (5) waive first reading, read by title only, and introduce an Ordinance to rezone Oat Hill Parcel A from Light Industrial with a Specialty Commercial (LI:CS) overlay and Estate Residential (RE) to High Density Residential (APN 058-380-008 and portion of 058-320-001), (File No. PL20-0024) made by Councilmember Mariam Aboudamous, seconded by Vice Mayor Mark Joseph, and CARRIED by roll call vote.

Ayes: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington

Nays: None

Abstain: None

Absent: None

Mayor Leon Garcia opened Public Comments. **Written comments:** Matthew Adams, Valerie Zizak-Morias. **Oral comments:** none. Mayor Leon Garcia closed Public Comments, and the Public Hearing.

Action: Motion to (6) waive first reading, read by title only, and introduce an Ordinance to rezone Oat Hill Parcel B from Estate Density Residential to Medium Density Residential (RM); (portion of APN 058-320-001), (File No. PL20-0026) made by Vice Mayor Mark Joseph, seconded by Councilmember Mariam Aboudamous, and CARRIED by roll call vote.

Ayes: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington

Nays: None

Abstain: None

Absent: None

BUSINESS

15. Corporation Yard Relocation & Eco-Center

City Manager Jason Holley introduced Maintenance and Utilities Director Felix Hernandez III, who provided a presentation to Council with Engie staff members Louise Blavet, Kelly Fergusson and Ravi Bhaskar.

City Manager Jason Holley introduced Janelle Sellick, Executive Director of the American Canyon Community Parks Foundation to talk about the Eco-Center and desire to enter into a lease agreement for the property.

Mayor Leon Garcia opened Public Comments. **Written comments:** Tammy Wong. **Oral comments:** Scott Thomason was called to speak. Barry Christian was called to speak. Chris Benz was called to speak. Justin Hamilton Hole was called to speak. Mayor Leon Garcia closed Public Comments.

Action: Council provide feedback on the potential for the Corporation Yard Relocation and Eco-Center Projects.

16. Citywide 5-Year Financial Forecast Model

Action: Motion to continue Item 16. Discuss new Citywide financial forecast model and financial outlook for the upcoming 5 years made by Councilmember David Oro, seconded by Councilmember Pierre Washington, and CARRIED by roll call vote.

Ayes: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington

Nays: None

Abstain: None

Absent: None

17. Voting Delegate - League of California Cities 2021 Annual Business Meeting

Action: Motion to designate by Minute Action Mayor Leon Garcia as the Voting Delegate and Councilmembers Miriam Aboudamous and David Oro as the two (2) Alternates for the 2021 Annual League of California Cities Business Meeting made by Vice Mayor Joseph, seconded by Councilmember Miriam Aboudamous, and CARRIED by roll call vote.

Ayes: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington

Nays: None

Abstain: None

Absent: None

MANAGEMENT AND STAFF ORAL REPORTS

On behalf of Fire Chief Michael Cahill, City Manager Jason Holley reminded the public of the 20th Commemoration 9/11 Ceremony this Saturday, September 11, 2021 at 11:00 a.m. at the Public Safety Building, 911 Donaldson Way.

MAYOR/COUNCIL COMMENTS, COMMITTEE REPORTS, AND FUTURE AGENDA ITEMS

17. City Council Committee Report - Mayor Leon Garcia, Continued from August 17, 2021

Action: Council received and filed the City Council Committee Report as submitted by Mayor Leon Garcia.

18. City Council Committee Report - Vice Mayor Mark Joseph, Continued from August 17, 2021

Action: Received and filed the City Council Committee Report as submitted by Vice Mayor Mark Joseph.

19. City Council Committee Report - Mayor Leon Garcia

Action: Received and filed the City Council Committee Report as submitted by Mayor Leon Garcia.

20. City Council Committee Report - Vice Mayor Mark Joseph

Action: Received and filed the City Council Committee Report as submitted by Vice Mayor Mark Joseph.

MAYOR/COUNCIL COMMENTS, COMMITTEE REPORTS, AND FUTURE AGENDA ITEMS

Council discussed future agenda items as presented by City Manager Jason Holley.

Action: A Special City Council meeting will be added on September 14, 2021.

ADJOURNMENT

Meeting adjourned at 11:00 p.m.

Respectfully Submitted,

Taresa Geilfuss, City Clerk

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

ACTION MINUTES
September 7, 2021

Consistent with the California Governor's Executive Order N-29-20 promoting social distancing, there will be no physical or in person meeting location available to the public. Instead, the meeting will be conducted by teleconference. The meeting will be accessible for all members of the public to attend and give public comment via the City's website, YouTube, and Cable TV Channel 28.

PUBLIC ADDRESS – CLOSED SESSION 5:30 P.M.

Mayor Leon Garcia addressed the public. There were no Public Comments on Closed Session Items.
Closed Session Roll Call:

Present: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington
Absent: None

Action: Council Adjourned to Closed Session at 5:31 p.m.

5:30 P.M. CLOSED SESSION

1. Conference with Legal Counsel – Anticipate Litigation Pursuant to Government Code Section 54956.9 (d)(2) Two Matters.

Action: Closed Session concluded at 6:38 p.m.

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

CALL TO ORDER

The meeting was called to order at 6:45 p.m.

PLEDGE OF ALLEGIANCE

Mayor Leon Garcia led the Pledge of Allegiance.

ROLL CALL

Present: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington
Absent: None

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

City Attorney William Ross provided an oral report on Closed Session. A written report will be submitted.

CITY CLERKS ANNOUNCEMENT PURSUANT TO GOVT CODE 54952.3

PROCLAMATIONS AND PRESENTATIONS

2. Introduction to eComment/Register to Speak

Action: Council received a presentation from City Clerk Taresa Geilfuss and Communications Manager Jen Kansanback introducing the eComments and Register to Speak agenda features.

PUBLIC COMMENT - ITEMS NOT ON THE AGENDA

Written comments: None.

Oral comments: Maria Amezcua was called to speak - emergency rental assistance; Jason Kishineff was called to speak - cannabis; Beth Marcus was called to speak - American flag; Chris James was called to speak - term limits; Justin Hamilton Hole was called to speak - agenda access.

AGENDA CHANGES

Vice Mayor Mark Joseph requested to pull Consent Items 8, 9 and 10 for discussion.

CONSENT CALENDAR

Action: Motion to approve Consent Calendar Items 3 - 7 made by Councilmember Mariam Aboudamous, seconded by Vice Mayor Mark Joseph, and CARRIED by roll call vote.

Ayes: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington

Nays: None

Abstain: None

Absent: None

3. Minutes of July 29, 2021 Special Joint City Council/Planning Commission Meeting

Action: Approved the minutes of the July 29, 2021 Special Joint City Council/Planning Commission Meeting.

4. Minutes of August 17, 2021 Joint City Council/Fire Protection District Board

Action: Approved the minutes for the Regular Joint City Council/Fire Protection District Meeting of August 17, 2021.

5. Minutes of the August 24, 2021 Special Joint City Council/Fire Protection District Board

Action: Approved the Minutes of the August 24, 2021 Joint City Council/Fire Protection District Board Meeting.

6. City Attorney August 17, 2021 Closed Session Report

Action: Approved the City Attorney Closed Session Report of August 17, 2021 Regular Joint City Council/American Canyon Fire Protection District Meeting.

7. City Attorney August 21, 2021 Closed Session Report

Action: Approved the City Attorney Closed Session Report of August 21, 2021 Special City Council Meeting.

8. [New Equipment Purchases for Maintenance and Utilities Department](#)

Action: Motion to continue Item 8. Adopt Resolutions authorizing the purchase of new equipment for the Maintenance and Utilities Department made by Vice Mayor Mark Joseph, seconded by Councilmember Mariam Aboudamous, and CARRIED by roll call vote.

Ayes: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous

Nays: Councilmember David Oro, Councilmember Pierre Washington

Abstain: None

Absent: None

9. [Budgeting, Financial Reporting, and Transparency Platform Software Agreement](#)

Council received additional explanation from Finance Director Lincoln Bogard.

Action: Motion to adopt Resolution 2021-57 to enter into Agreement 2021-A131 with OpenGov for budgeting and transparency software solution made by Councilmember David Oro, seconded by Councilmember Pierre Washington, and CARRIED by roll call vote.

Ayes: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington

Nays: None

Abstain: None

Absent: None

10. [Tacos Baja Cali Design Permit Resolution Confirmation](#)

Mayor Leon Garcia opened public comments for this item. Written comments: Jose Rueda; Blanca Vanessa Rios; Valerie Zizak-Morais, Chamber of Commerce. Oral Comments: Valerie Zizak-Morais was called to speak. Blanca Rios was called to speak.

Mayor Leon Garcia closed public comments.

Action: Motion to adopt Resolution 2021-58 confirming the City Council approval of the Tacos Baja Cali stationary Food Truck Design Permit at 4225 Broadway Street (File Number PL21-0015) made by Councilmember David Oro, seconded by Councilmember Mariam Aboudamous, and CARRIED by roll call vote.

Ayes: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington
Nays: None
Abstain: None
Absent: None

PUBLIC HEARINGS

11. CalPERS Contract Amendment

Mayor Garcia opened the Public Hearing. Council received a presentation from Assistant City Manager Maria Ojeda. Mayor Leon Garcia opened Public Comments. Written comments: none. Oral comments: none.

Mayor Leon Garcia closed Public Comments, and the Public Hearing.

Action: Motion to adopt Resolution 2021-59 designating the Mayor as "Presiding Officer," approving and then authorizing the Presiding Officer to sign that certain Resolution of Intention to Approve an Amendment to the Contract between the Board of Administration California Public Employees' Retirement System and the City Council of the City of American Canyon Agreement 2021-A132 made by Councilmember David Oro, seconded by Councilmember Mariam Aboudamous, and CARRIED by roll call vote.

Ayes: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington
Nays: None
Abstain: None
Absent: None

Action: Motion to approve Waive first reading, read by title only, and introduce an Ordinance of the City Council of the City of American Canyon authorizing an amendment to the contracts between the City of American Canyon and the Board of Administration of the California Public Employees' Retirement System for the purposes of implementing cost sharing per the negotiated contracts for all Classic Local Miscellaneous members in the Teamsters Local 315-General Unit and the Teamsters Local 315-Mid-Management Unit, and members of the Unrepresented Compensation Program Unit made by Vice Mayor Mark Joseph, seconded by Councilmember Miriam Aboudamous, and CARRIED by roll call vote.

Ayes: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington
Nays: None
Abstain: None
Absent: None

12. General Plan Amendment, Land Use Element - Climate Change

Mayor Leon Garcia opened the Public Hearing. Council received a presentation from Community Development Director Brent Cooper. Mayor Leon Garcia opened Public Comments. Written comments: Cathy Davis, Andrea Hedemark, Sharon Robinson, Jason Kishineff. Oral comments: Chris James was called to speak. Bayard was called to speak. Chris Benz was called to speak. Emily Bit was called to speak. Alisa Karesh was called to speak. Tammy Wong was called to speak. Karen Fritz was called to speak.

Mayor Leon Garcia closed Public Comments, and the Public Hearing.

Action: Motion to adopt Resolution 2021-60 to approve a General Plan Amendment to incorporate climate change, adaptation, and greenhouse gas reduction policies into the Land Use Element (PL21-0017) made by Vice Mayor Mark Joseph, seconded by Councilmember Pierre Washington, and CARRIED by roll call vote.

Ayes: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington

Nays: None

Abstain: None

Absent: None

13. Oat Hill Multi-Family Residential Project Napa Airport Land Use Commission Overrule and Project Entitlements

Councilmembers disclosed ex parte communications as follows: Mayor Leon Garcia spoke with Rick Hess; Councilmember David Oro spoke with Rick Hess; Vice Mayor Mark Joseph spoke with Rick Hess and Supervisor Wagenknecht; Councilmember Miriam Aboudamous spoke with Rick Hess and Supervisor Pedroza; Councilmember Washington spoke with Rick Hess.

Mayor Garcia opened the Public Hearing. Council received a presentation from Community Development Director Brent Cooper. Applicant Rick Hess presented additional information. Clark Morrison, Land Use Attorney. Nick Johnson Airport Land Use Consultant, Rod Stinson, CEQA Consultant were available for questions. City Attorney Bill Ross commented on a letter received from Matthew Adams, Kaplan Kirsch Rockwell.

Mayor Leon Garcia opened Public Comments. Written comments: Matthew Adams, Valerie Zizak-Morias. Oral comments: Barry Christian was called to speak. Beth Marcus was called to speak. Mayor Leon Garcia closed Public Comments.

Action: Motion to adopt (1) Resolution 2021-61 to approve the Oat Hill Multi-Family Residential Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program made by Councilmember David Oro, seconded by Councilmember Mariam Aboudamous, and CARRIED by roll call vote.

Ayes: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington

Nays: None

Abstain: None

Absent: None

Action: Motion to adopt (2) Resolution 2021-62 determining the Oat Hill Multi-Family Residential Project is consistent with the Napa Airport Land Use Compatibility Plan (ALUCP) pursuant to Public Utilities Code Section 21676(D), and Overruling the Napa Airport Land Use Commission (ALUC) determination in accordance with State Law made by Councilmember Mariam Aboudamous, seconded by Vice Mayor Mark Joseph, and CARRIED by roll call vote.

Ayes: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington

Nays: None

Abstain: None

Absent: None

City Attorney William Ross presented a slightly revised (3) resolution that will provide consistency. Mayor Leon Garcia opened Public Comments. Written comments: Matthew Adams, Valerie Zizak-Morias. Oral comments: Justin Hamilton Hole was called to speak. Mayor Leon Garcia closed Public Comments.

Action: Motion to adopt (3) Resolution 2021-63 to approve a General Plan Amendment on Oat Hill Parcel A from Industrial with a Specialty Commercial (CS) overlay and Estate Residential (RE) to High Density Residential (RH-1), (APN 058-380-008 and portion of 058-320-001), (File No. PL20-0024) as revised made by Vice Mayor Mark Joseph, seconded by Councilmember David Oro, and CARRIED by roll call vote.

Ayes: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington

Nays: None

Abstain: None

Absent: None

Mayor Leon Garcia opened Public Comments for Item (4) resolution. Written comments: Matthew Adams, Valerie Zizak-Morias. Oral comments: none. Mayor Leon Garcia closed Public Comments.

Action: Motion to adopt (4) Resolution 2021-64 to approve a General Plan Amendment to re-designate Oat Hill Parcel B from Estate Density Residential to Medium Density Residential (portion of APN 058-320-001); (File No. PL20-0026) made by Vice Mayor Mark Joseph, seconded by Councilmember Mariam Aboudamous, and CARRIED by roll call vote.

Ayes: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington

Nays: None

Abstain: None

Absent: None

Mayor Leon Garcia opened Public Comments. Written comments: Matthew Adams, Valerie Zizak-Morias. Oral comments: Karen Fritz was called to speak. Mayor Leon Garcia closed Public Comments.

Action: Motion to (5) waive first reading, read by title only, and introduce an Ordinance to rezone Oat Hill Parcel A from Light Industrial with a Specialty Commercial (LI:CS) overlay and Estate Residential (RE) to High Density Residential (APN 058-380-008 and portion of 058-320-001), (File No. PL20-0024) made by Councilmember Mariam Aboudamous, seconded by Vice Mayor Mark Joseph, and CARRIED by roll call vote.

Ayes: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington

Nays: None

Abstain: None

Absent: None

Mayor Leon Garcia opened Public Comments. Written comments: Matthew Adams, Valerie Zizak-Morias. Oral comments: none. Mayor Leon Garcia closed Public Comments, and the Public Hearing.

Action: Motion to (6) waive first reading, read by title only, and introduce an Ordinance to rezone Oat Hill Parcel B from Estate Density Residential to Medium Density Residential (RM); (portion of APN 058-320-001), (File No. PL20-0026) made by Vice Mayor Mark Joseph, seconded by Councilmember Mariam Aboudamous, and CARRIED by roll call vote.

Ayes: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington

Nays: None

Abstain: None

Absent: None

BUSINESS

15. Corporation Yard Relocation & Eco-Center

City Manager Jason Holley introduced Maintenance and Utilities Director Felix Hernandez III, who provided a presentation to Council with Engie staff members Louise Blavet, Kelly Fergusson and Ravi Bhaskar.

City Manager Jason Holley introduced Janelle Sellick, Executive Director of the American Canyon Community Parks Foundation to talk about the Eco-Center and desire to enter into a lease agreement for the property.

Mayor Leon Garcia opened Public Comments. Written comments: Tammy Wong. Oral comments: Scott Thomason was called to speak. Barry Christian was called to speak. Chris Benz was called to speak. Justin Hamilton Hole was called to speak. Mayor Leon Garcia closed Public Comments.

Action: Council provide feedback on the potential for the Corporation Yard Relocation and Eco-Center Projects.

16. Citywide 5-Year Financial Forecast Model

Action: Motion to continue Item 16. Discuss new Citywide financial forecast model and financial outlook for the upcoming 5 years made by Councilmember David Oro, seconded by Councilmember Pierre Washington, and CARRIED by roll call vote.

Ayes: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington

Nays: None

Abstain: None

Absent: None

17. Voting Delegate - League of California Cities 2021 Annual Business Meeting

Action: Motion to designate by Minute Action Mayor Leon Garcia as the Voting Delegate and Councilmembers Miriam Aboudamous and David Oro as the two (2) Alternates for the 2021 Annual League of California Cities Business Meeting made by Vice Mayor Joseph, seconded by Councilmember Miriam Aboudamous, and CARRIED by roll call vote.

Ayes: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous, Councilmember David Oro, Councilmember Pierre Washington

Nays: None

Abstain: None

Absent: None

MANAGEMENT AND STAFF ORAL REPORTS

On behalf of Fire Chief Michael Cahill, City Manager Jason Holley reminded the public of the 20th Commemoration 9/11 Ceremony this Saturday, September 11, 2021 at 11:00 a.m. at the Public Safety Building, 911 Donaldson Way.

MAYOR/COUNCIL COMMENTS, COMMITTEE REPORTS, AND FUTURE AGENDA ITEMS

17. City Council Committee Report - Mayor Leon Garcia, Continued from August 17, 2021
Action: Council received and filed the City Council Committee Report as submitted by Mayor Leon Garcia.
18. City Council Committee Report - Vice Mayor Mark Joseph, Continued from August 17, 2021
Action: Received and filed the City Council Committee Report as submitted by Vice Mayor Mark Joseph.
19. City Council Committee Report - Mayor Leon Garcia
Action: Received and filed the City Council Committee Report as submitted by Mayor Leon Garcia.
20. City Council Committee Report - Vice Mayor Mark Joseph
Action: Received and filed the City Council Committee Report as submitted by Vice Mayor Mark Joseph.

MAYOR/COUNCIL COMMENTS, COMMITTEE REPORTS, AND FUTURE AGENDA ITEMS

Council discussed future agenda items as presented by City Manager Jason Holley.
Action: A Special City Council meeting will be added on September 14, 2021.

ADJOURNMENT

Meeting adjourned at 11:00 p.m.

Respectfully Submitted,

Taresa Geilfuss, City Clerk



TITLE

Green Valley Consulting Engineers - Amendment No. 5

RECOMMENDATION

Adopt a [Resolution](#) authorizing the City Manager to execute Amendment #5 to Agreement #2019-A167 with Green Valley Consulting Engineers, in the amount of \$250,000, for a total contract amount not to exceed \$598,000, for ongoing construction inspection services.

CONTACT

Erica Ahmann Smithies, Public Works Director

BACKGROUND & ANALYSIS

On November 7, 2019, the City entered into a contract (task order #1, agreement # 2019-A167) with Green Valley Consulting Engineers to assist the Public Works Department with construction inspection tasks, including but not limited to, Capital Improvement Projects (CIP); Development Projects and Encroachment Permits. Green Valley Consulting Engineers provides high quality work and continues to meet the City's needs in their current role. Staff recommends the Council approve the proposed amendment to increase the contract amount by \$250,000 for a total not to exceed \$598,000. ([Attachment 2](#))

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

There is sufficient funding within the following FY 2021/22 Budget Line items 105-60-660-42160, 100-50-515-42160 and 350-85-450-46110. Time spent on Developer projects will be fully reimbursed by Developers. Major Encroachment Permit work, which falls under CIP Admin, is also fully reimbursed by the Permit holder. Time spent on CIP Projects will be included in project budget.

ENVIRONMENTAL REVIEW

15378(b) - The action is not a "Project" subject to the California Environmental Quality Act ("CEQA")

because it does not qualify as a "Project" under Public Resources Code Sections 21065 and 21080 and in Section 15378(b) of Title 14 of the California Code of Regulations.

ATTACHMENTS:

1. [Resolution - Green Valley Consulting Engineers](#)
2. [Amendment NO. 5 - Green Valley Consulting Engineers](#)

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT #5 TO AGREEMENT #2019-A167 WITH GREEN VALLEY CONSULTING ENGINEERS, IN THE AMOUNT OF \$250,000, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$598,000, FOR ONGOING CONSTRUCTION INSPECTION SERVICES.

WHEREAS, Green Valley Consulting Engineers has been assisting the City with construction inspection services including Capital Projects, Developer Projects and Encroachment Permits; and

WHEREAS, the City Staff is satisfied with the level of service provided by Green Valley Consulting Engineers; and

WHEREAS, the FY 2021/22 Budget is sufficient to pay for the services contemplated; and

WHEREAS, costs incurred on development projects and major encroachment permits are fully reimbursed by the Applicant.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby authorizes the City Manager to execute Amendment #5 to Agreement #2019-A167 with Green Valley Consulting Engineers, in the amount of \$250,000 for a total contract amount not to exceed \$598,000, for ongoing construction inspection services.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 21st day of September, 2021, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Leon Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

CITY OF AMERICAN CANYON AGREEMENT NO. 2021-_____

AMENDMENT #5 TO TASK ORDER #1 (AGREEMENT NO. 2019-A167) TO THE CITY OF AMERICAN CANYON STANDARD AGREEMENT FOR PROFESSIONAL SERVICES FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES (AGREEMENT # 2018-132) WITH GREEN VALLEY CONSULTING ENGINEERS

RECITALS

1. The City of American Canyon (“CITY”) and Green Valley Consulting Engineers (“CONSULTANT”) have entered into an Agreement dated July 1, 2018 for on call Construction Management and Inspection services July 1, 2018 to June 30, 2021.
2. The Agreement provides for amendments to perform specific tasks under a specific scope of services that may arise during the term of the agreement.

NOW, THEREFORE, CITY and GREEN VALLEY CONSULTING ENGINEERS agree as follows:

1.00 SERVICES AND COMPENSATION

Green Valley Consulting Engineers agrees to provide services as listed in Attachment “A” to adjust the fee schedule and increase the contract amount for additional services in the amount of \$250,000 for a total not to exceed contract amount of \$598,000.

2.00 TIME OF PERFORMANCE

The services covered by this Amendment shall be performed or provided by June 30, 2023.

3.00 REMAINING PROVISIONS

All other terms of the July 1, 2018 Agreement remain in full force and effect.

Executed on _____, at American Canyon, California.

CITY:

GREEN VALLEY CONSULTING ENGINEERS:

By: _____
Jason B. Holley
City Manager

By: _____
Liz Ellis
President

Amendment #5 Fee Estimate for Construction Management & Inspection



Client Name: City of American Canyon

Project Description: Encroachment Inspection Services

Date: September 2, 2021

	Construction Inspector	Construction Inspector OT	Admin	Direct Costs	Total Hours	Total Costs	
Classification:							
Hourly Rates:	\$150	\$175	\$70				Remarks
Task 1 - Pre-Construction Meeting & Start up					0	\$0	
Task 2 - Submittal Management					0	\$0	
Task 3 - Schedule Management					0	\$0	
Task 4 - Daily Field inspection & Documentation	1655	6	10		1,671	\$250,000	
Task 5 - Requests for Information (RFI)					0	\$0	
Vehicle - Inspector						\$0	Included w/ hourly rate
Hours Total	1,655	6	10				
Cost Total	\$248,250	\$1,050	\$700	\$0	1,671	\$250,000	Total Not-To-Exceed Cost



Restoring Yesterday...Creating Tomorrow

municipal engineering
civil engineering
construction management
construction inspection

FEE SCHEDULE GREEN VALLEY CONSULTING ENGINEERS

Hourly Rates

(Effective July 2021)

*Prevailing wage rates subject to DIR increases

Expert Witness	\$450/hr Plus Expenses
Principal	\$225
Project Manager	\$150-\$225
Project Engineer	\$140-\$210
Staff Engineer	\$125-\$165
Survey Crew	\$180-\$265
Professional Land Surveyor	\$180
Construction Manager	\$155-\$225
Assistant Construction Manager	\$150-\$215
Construction Inspector	\$140-\$185
Construction Inspector II Overtime	\$175-\$195
Construction Inspector II Night	\$165-\$215
Prevailing Wage Overtime	\$175-\$195*
Prevailing Wage Double Overtime	\$220*
Prevailing Wage Night	\$175-\$190*
Prevailing Wage Night OT	\$195-\$215*
Prevailing Wage Night OT Double	\$240-\$255*
Field Personnel	\$100-\$130
CAD Technician	\$115-\$145
Administration/Word Processing	\$80-\$100
Vehicle Rate	\$10.00/hour

Employee time will be billed in accordance with the fees listed above. For non-professional employees, time spent over 8 hours per day, time spent on evening or night shifts, and time spent on Saturdays will be charged at 1.5 times the hourly billing rate. Time spent in excess of 12 hours a day or work performed on Sundays or holidays will be charged at 2.0 times the hourly billing rate. All field personnel charges are portal to portal. Professional employees will not be charged out at premium charge rates for overtime work.

Use of Company-Owned Equipment and Specialized Supplies

The cost of using company-owned equipment and specialized supplies is included in the hourly rates billed to our projects.

Miscellaneous External Expenditures

Miscellaneous external expenditures, such as those costs associated with blueprints, and reproduction of originals will be billed at the actual cost. Subconsultant charges will be billed at cost unless specified otherwise. Mileage will be billed at current IRS rates.



TITLE

Brightview Landscape Service LLAD Zone 3 - Amendment No. 7

RECOMMENDATION

Adopt a [Resolution](#) approving Amendment 7 to Agreement 2017-111 with BrightView Landscape Services in the amount of \$23,953 for a total contract amount not to exceed \$2,583,999 for additional services in LLAD Zone 3.

CONTACT

Felix Hernandez, Maintenance and Utilities Director
 Brian Materne, Public Works Superintendent

BACKGROUND & ANALYSIS

On July 1, 2017, the City hired Coast Landscape Management (now known as BrightView Landscape Services) to provide contracted landscape maintenance services (Agreement 2017-111, Resolution 2017-53). Subsequently, six (6) additional amendments have added additional scope of work. On July 2, 2019, the council approved Amendment 4 (Resolution 2019-57) which extended the contract term through June 30, 2020. On July 21, 2020, the council approved Amendment 6 (Resolution 2020-70) which extended the contract an additional four (4) years through June 30, 2024.

In response to request from the property owners, BrightView propose to increase the frequency of weed and litter control to (3) times per week for LLAD Zone Three (Napa Junction). Amendment 7 ([Attachment 2](#)) increases the level of service for ongoing maintenance for LLAD Zone 3 (Napa Junction Mixed-Use) for Fiscal Years 2021/22 through 2023/24 congruent with Amendment 6 to include an inflation adjustment of 2% minimum to 4% maximum for subsequent Fiscal Years.

Summary Cost

The total cost of the BrightView contract is reflected in the below table.

BrightView Contract and Amendments	Resolution	Amount
------------------------------------	------------	--------

Agreement 2017-111 (Ongoing Maintenance FY 2017/18)	2017-53	\$278,885
FY 2018/19 - Ongoing Maintenance	2018-96	\$281,462
Amendment #1 - PG&E Substation Landscape Project	2017-76	\$113,000
Amendment #2 - Additional Extra Work and Ongoing Maintenance	2018-09	\$132,491
Amendment #3 - Additional Ongoing Maintenance and Extra Work	2018-90	\$23,854
Amendment #4 - FY 2019/20 Ongoing Maintenance, One-time Project Work, and Extra Work	2019-57	\$333,721
Amendment #5 - IPM Implementation	2020-01	\$49,182
Amendment #6 - Extend Agreement (2020-81) and Rate Adjustment FY 2020/21 through FY 2023/24	2020-70	\$1,347,451
Amendment #7 - Ongoing Maintenance LLAD Zone 3	2021-___	
FY 2021/22		\$6,256
FY 2022/23		\$8,675
FY 2023/24		\$9,022
Total Contract Cost		\$2,583,999

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

Sufficient funds exist in FY 2021/22 LLAD Zone 3 budget account 263-85-430-42310. Additional funds will need to be included in FY 2022/23 and 2023/24 LLAD Zone 3 budgets.

ENVIRONMENTAL REVIEW

The proposed Resolution is exempt from CEQA review under CEQA Guidelines section 15301 for maintenance of existing facilities.

ATTACHMENTS:

1. Resolution - BrightView Landscape Services
2. Amendment No. 7 - BrightView Landscape Services

RESOLUTION NO. 2021- _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON
AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT 7 TO AGREEMENT 2017-A111
WITH BRIGHTVIEW LANDSCAPING SERVICES IN THE AMOUNT OF \$23,953 AND A TOTAL
CONTRACT AMOUNT OF \$2,583,999, ENDING JUNE 30, 2024 FOR ANNUAL ONGOING
LANDSCAPE MAINTENANCE SERVICES**

WHEREAS, utilizing contract landscape maintenance firms is a cost-effective way to maintain parks and landscaped areas in Landscaping and Lighting Assessment Districts and other citywide locations; and

WHEREAS, in 2017 the City re-bid and awarded the Landscape Maintenance Services Contract (Agreement 2017-A111) to Coast Landscape (now known as BrightView Landscape Services) as the lowest responsive bidder; and

WHEREAS, on July 2, 2019, the council approved Amendment 4 (Resolution 2019-57) which extended the contract term through June 30, 2020; and

WHEREAS, the City would like to increase the level of service for ongoing maintenance for LLAD Zone 3 (Napa Junction Mixed-Use) for Fiscal Years 2021/22 through 2023/24 congruent with Amendment 6 to include an inflation adjustment of 2% minimum to 4% maximum for subsequent Fiscal Years; and

WHEREAS, sufficient funds exist in FY 2021/22 LLAD Zone 3 budget account 263-85-430-42310 to implement Amendment 7. Additional funds will need to be included in FY 2022/23 and 2023/24 LLAD Zone 3 budgets.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby authorizes the City Manager to execute Amendment 7 to Agreement 2017-A111 with BrightView Landscaping Service in the amount of amount of \$23,953 for a total contract amount not to exceed \$2,583,999 for annual ongoing landscape maintenance services.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 21st day of September, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Leon Garcia, Mayor

ATTEST:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

CITY OF AMERICAN CANYON AGREEMENT NO. 2021-__

**AMENDMENT #7 TO AGREEMENT NO. 2017-A111 TO THE
CITY OF AMERICAN CANYON STANDARD AGREEMENT FOR INDEPENDENT
CONTRACTOR SERVICES WITH BRIGHTVIEW LANDSCAPING SERVICES**

RECITALS

1. The City of American Canyon (“CITY”) and BrightView Landscape Services, formerly known as Coast Landscaping Management (“CONTRACTOR”) have entered into an Agreement dated July 1, 2017.
2. The Agreement provides for amendments to perform specific tasks under a specific scope of services that may arise during the term of the agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1.00 SERVICES AND COMPENSATION

BrightView agrees to provide services as listed in Attachment “A” as additional services to increase the contract amount for FY 2021/2022 in the amount of \$6,256, and with an annual increase rounded to the nearest one-tenth of a percentage point of the Consumer Price Index with a 2% floor and a 4% ceiling for FY 2022/23 in the amount of \$8,675, and FY 2023/24 in the amount of \$9,022 in congruence with Amendment #6 for a total contract increase not to exceed \$23,953, for a combined contract amount not to exceed \$2,583,999 for all services rendered pursuant to the Agreement as amended.

3.00 REMAINING PROVISIONS

All other terms of the July 1, 2017 Agreement remain in full force and effect.

Executed on _____, 2021, at American Canyon, California.

CITY:

CONTRACTOR:

By: _____
Jason B. Holley
City Manager

By: _____
Jeroen Wright
Vice President General Manager





TITLE

Report on Water Supply and Demand Drought Emergency Stage 2

RECOMMENDATION

Receive and file a report on water supply and demand in the City of American Canyon Water Service Area.

CONTACT

Dominic Patrick, Water Systems Manager
Felix Hernandez, III, Maintenance and Utilities Director

BACKGROUND & ANALYSIS

Water Demand

On July 20, 2021, the City Council adopted Resolution 2021-53 declaring Stage 2 Drought Emergency and calling for a 20% reduction in water use by all customers.

As of September 1, 2021 the data reflects an average water reduction of 24% for the City of American Canyon August 2021 as compared to August 2020, exceeding the Drought Emergency Stage 2 reduction goal of 20%. This average includes total water consumed from all classes including Residential, Commercial, City and other ([Attachment 2](#)).

- Residential classified customers achieved a 24% reduction in potable water consumption August 2021 compared to August of 2020 ([Attachment 3](#)).
- Commercial classified customers achieved a 15% reduction in August 2021 compared to August 2020 ([Attachment 4](#)).
- City classified customers achieved 51% reduction in August 2021 compared to August 2020 ([Attachment 5](#)).
- Other classified customers achieved a 35% reduction in August 2021 compared to August 2020.

Water Supply

As of August 31, 2021 water supply demand for City of American Canyon is projected to be 2,740 AF for the calendar year 2021, whereas January 1, 2021 projection indicated 2,900 AF. The City is anticipating to have a water supply deficit of roughly 1,188 AF, whereas January 1, 2021 projected a

deficit of 1,348 AF.

The projections indicated additional water supply sources such as “Yuba Accord Water”, “Dry-Year Transfer Program Water” and “Advanced Table A Water” matches the anticipated deficit.

Background & Analysis

Drought conditions persist locally because precipitation statewide was historically low this past winter.

On May 4, 2021, the City Council received an update on historical water demand (2018-2020) ranging between 2,603 AFY to 2,890 AFY. Of note, demand in 2020 (2,884 AF) was nearly identical to demand in 2015 (2,890 AF) – the last year of state-wide drought. Based on demands through June, staff estimates demand for 2021 will be approximately 2,900 AF.

The City started 2021 with a total amount of 1,552 AF of regular supplies available. Thus, the City is facing a deficit of approximately 1,348 AF this year.

The City has other water sources available, including “Emergency Vallejo Permit Water”, “Yuba Accord Water”, “Dry-Year Transfer Program Water”, and “Advanced Table A Water”. Staff is also vigorously trying to reinstate approximately 557 AF of “Table A Carryover Water” erroneously reclassified by Department of Water Resources in 2020 as a result of transfers between State Water Project Contractors on the City's behalf.

The amount of additional supplies available matches the anticipated deficit, but with little margin for error it would provide no supplies to be carried over into 2022. Although prior Council action provides the Mayor and City Manager authority to carry out transactions to procure additional supplies, reducing customer demand is a key strategy for 2021. Such action is consistent with Governor Newsom's May 10, 2021 Declaration of Drought Emergency for Napa County (and elsewhere) ([Attachment 1](#)).

On June 1, 2021, the City Council adopted Resolution 2021-36 declaring a Stage 1 Drought Emergency and calling for a voluntary 10% reduction in water use by all City customers. All customers (residential, commercial/industrial, and governmental) are subject to the same request for a 10% reduction in use. Generally, a 10% reduction can be achieved by residential customers by implementing one or more of the following best practices:

1. Reduce the number days per week for irrigating landscaping - especially turf lawns - and do so only during the late evening and early morning hours (between 6:00 p.m. to 6:00 a.m.).
2. Inspect all irrigation systems, repair leaks, and adjust spray heads to provide optimum coverage and eliminate avoidable over-spray.
3. Reduce minutes of run-time for each irrigation cycle if water begins to run-off to gutters or shutting off the irrigation system altogether completely if and when rainfall occurs.
4. Utilize water conservation incentive and rebate programs to replace plumbing fixtures and appliances with water efficient models.

5. Limit the duration of showers to 5 minutes or less, turning off the faucet when brushing teeth and flushing toilets only when necessary each day.

On July 20, 2021, the City Council adopted Resolution 2021-53 declaring Stage 2 Drought Emergency and calling for a 20% reduction in water use by all customers.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

Reducing demand will decrease revenue received from selling the treated water. In the short run, the Water Fund FY21-22 Budget has sufficient funds to withstand a short-term increase in cost to acquire additional supplies while experiencing a decrease in revenue due to reduced sales. Impending purchases include Dry-Year Transfer Program (\$665/AF), Yuba Accord Water (\$435/AF) and Vallejo Emergency Permit Water (\$1,270/AF).

ENVIRONMENTAL REVIEW

Providing the Water Demand and Supply Report is not a "project" under the California Environmental Quality Act ("CEQA"). Further, the item is categorically exempt from CEQA review as an action by an agency for the protection of natural resources (pursuant to CEQA Guidelines section 15307) and for the protection of the environment (pursuant to CEQA Guidelines section 15308).

ATTACHMENTS:

1. [Governor's Proclamation of State of Emergency](#)
2. [Water Consumption Detail By Class January - August](#)
3. [Residential Potable Water Consumption 2020 vs January - August 2021](#)
4. [Commercial Potable Water Consumption 2020 vs January - August 2021](#)
5. [City Potable Water Consumption 2020 vs January - August 2021](#)

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

PROCLAMATION OF A STATE OF EMERGENCY

WHEREAS climate change is intensifying the impacts of droughts on our communities, environment, and economy, and California is in a second consecutive year of dry conditions, resulting in drought or near-drought throughout many portions of the State; and

WHEREAS recent warm temperatures and extremely dry soils have further depleted the expected runoff water from the Sierra-Cascade snowpack, resulting in a historic and unanticipated estimated reduction of 500,000 acre feet of water – or the equivalent of supplying water for up to one million households for one year – from reservoirs and stream systems, especially in the Klamath River, Sacramento-San Joaquin Delta, and Tulare Lake Watersheds; and

WHEREAS the extreme drought conditions through much of the State present urgent challenges, including the risk of water shortages in communities, greatly increased wildfire activity, diminished water for agricultural production, degraded habitat for many fish and wildlife species, threat of saltwater contamination of large fresh water supplies conveyed through the Sacramento-San Joaquin Delta, and additional water scarcity if drought conditions continue into next year; and

WHEREAS Californians have saved water through conservation efforts, with urban water use approximately 16% below where it was at the start of the last drought years, and I encourage all Californians to undertake actions to further eliminate wasteful water practices and conserve water; and

WHEREAS on April 21, 2021, I issued a proclamation directing state agencies to take immediate action to bolster drought resilience and prepare for impacts on communities, businesses, and ecosystems, and proclaiming a State of Emergency to exist in Mendocino and Sonoma counties due to severe drought conditions in the Russian River Watershed; and

WHEREAS additional expedited actions are now needed in the Klamath River, Sacramento-San Joaquin Delta, and Tulare Lake Watersheds; and

WHEREAS it is necessary to expeditiously mitigate the effects of the drought conditions within the Klamath River Watershed Counties (Del Norte, Humboldt, Modoc, Siskiyou, and Trinity counties), the Sacramento-San Joaquin Delta Watershed Counties (Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Lake, Lassen, Madera, Mariposa, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Shasta, Sierra, Siskiyou, Solano, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, and Yuba counties), and the Tulare Lake Watershed Counties (Fresno, Kern, Kings, and Tulare counties) to ensure the protection of health, safety, and the environment; and

WHEREAS under Government Code Section 8558(b), I find that the conditions caused by the drought conditions, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to appropriately respond; and

WHEREAS under Government Code Section 8625(c), I find that local authority is inadequate to cope with the drought conditions; and

WHEREAS to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of, the drought conditions statewide, and under Government Code Section 8571, I find that strict compliance with various statutes and regulations specified in this proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions in the Klamath River, Sacramento-San Joaquin Delta, and Tulare Lake Watershed Counties.

NOW THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist in the Klamath River, Sacramento-San Joaquin Delta, and Tulare Lake Watershed Counties due to drought.

IT IS HEREBY ORDERED THAT:

1. The orders and provisions contained in my April 21, 2021 Proclamation remain in full force and effect, except as modified. State agencies shall continue to implement all directions from that proclamation and accelerate implementation where feasible.
2. To ensure that equipment and services necessary for drought response can be procured quickly, the provisions of the Government Code and the Public Contract Code applicable to procurement, state contracts, and fleet assets, including, but not limited to, advertising and competitive bidding requirements, are hereby suspended to the extent necessary to address the effects of the drought in the Klamath River, Sacramento-San Joaquin Delta, and Tulare Lake Watershed Counties. Approval of the Department of Finance is required prior to the execution of any contract entered into pursuant to this provision.
3. To support voluntary approaches where hydrology and other conditions allow, the Department of Water Resources and the State Water Resources Control Board (Water Board) shall expeditiously consider requests to move water, where appropriate, to areas of need, including requests involving voluntary water transfers, forbearance agreements, water exchanges, or other means. Specifically, the Department of Water Resources and Water Board shall prioritize transfers that retain a higher percentage of water in upstream reservoirs on the Sacramento, Feather, and American Rivers for release later in the year. If necessary, the Department of Water Resources shall request that the Water Board consider changes to water rights permits to enable such voluntary movements of water. For actions taken in the Klamath River and Sacramento-San Joaquin Delta Watershed Counties pursuant to this paragraph, the following requirements of the Water Code are suspended:
 - a. Section 1726(d) requirements for written notice and newspaper publication, provided that the Water Board shall post notice on its website and provide notice through electronic subscription services where interested persons can request information about temporary changes; and

- b. Section 1726(f) requirement of a 30-day comment period, provided that the Water Board shall afford a 15-day comment period.
4. To ensure adequate, minimal water supplies for purposes of health, safety, and the environment, the Water Board shall consider modifying requirements for reservoir releases or diversion limitations—including where existing requirements were established to implement a water quality control plan—to conserve water upstream later in the year in order to protect cold water pools for salmon and steelhead, improve water quality, protect carry over storage, or ensure minimum health and safety water supplies. The Water Board shall require monitoring and evaluation of any such changes to inform future actions. For actions taken in the Sacramento-San Joaquin Delta Watershed Counties pursuant to this paragraph, Water Code Section 13247 is suspended.
5. To ensure protection of water needed for health, safety, and the environment in the Klamath River and Sacramento-San Joaquin Delta Watershed Counties, the Water Board shall consider emergency regulations to curtail water diversions when water is not available at water right holders' priority of right or to protect releases of stored water. The Department of Water Resources shall provide technical assistance to the Water Board that may be needed to develop appropriate water accounting for these purposes in the Sacramento-San Joaquin Delta Watershed.
6. To ensure critical instream flows for species protection in the Klamath River and Sacramento-San Joaquin Delta Watersheds, the Water Board and Department of Fish and Wildlife shall evaluate the minimum instream flows and other actions needed to protect salmon, steelhead, and other native fishes in critical streams systems in the State and work with water users and other parties on voluntary measures to implement those actions. To the extent voluntary actions are not sufficient, the Water Board, in coordination with the Department of Fish and Wildlife, shall consider emergency regulations to establish minimum drought instream flows.
7. Operative paragraph 4 of my April 21, 2021 Proclamation is withdrawn and superseded by the following, which shall apply to the Russian River Watershed identified in my April 21, 2021 Proclamation as well as the Klamath River, Sacramento-San Joaquin Delta, and Tulare Lake Watershed Counties:

To prioritize drought response and preparedness resources, the Department of Water Resources, the Water Board, the Department of Fish and Wildlife, and the Department of Food and Agriculture, in consultation with the Department of Finance, shall:

- a. Accelerate funding for water supply enhancement, water conservation, or species conservation projects.
- b. Identify unspent funds that can be repurposed to enable projects to address drought impacts to people, ecosystems, and economic activities.
- c. Recommend additional financial support for groundwater substitution pumping to support Pacific flyway habitat needs in the lower Sacramento River and Feather River portions of the Central Valley in the Fall of 2021.

8. Consistent with operative paragraph 13 of my April 21, 2021 Proclamation, the Department of Water Resources shall take actions, if necessary, to implement plans that address potential Delta salinity issues. Such actions may include, among other things, the installation and removal of, Emergency Drought Salinity Barriers at locations within the Sacramento-San Joaquin Delta Estuary. These barriers shall be designed to conserve water for use later in the year to meet state and federal Endangered Species Act requirements, preserve to the extent possible water quality in the Delta, and retain water supply for human health and safety uses. The Water Board and the Department of Fish and Wildlife shall immediately consider any necessary regulatory approvals needed to install Emergency Drought Salinity Barriers. For actions taken pursuant to this paragraph, Section 13247 and the provisions of Chapter 3 (commencing with Section 85225) of Part 3 of Division 35 of the Water Code are suspended.
9. To support the movement of water from areas of relative plenty to areas of relative scarcity in the Sacramento-San Joaquin Delta and Tulare Lake Watershed Counties, the Department of Water Resources shall expedite the consideration and, where appropriate, the implementation of pump-back delivery of water through the State Water Project on behalf of local water agencies.
10. To proactively prevent situations where a community runs out of drinking water, the Water Board, the Department of Water Resources, the Office of Emergency Services, and the Office of Planning and Research shall assist local agencies in identifying acute drinking water shortages in domestic water supplies, and shall work with local agencies in implementing solutions to those water shortages.
11. For purposes of carrying out or approving any actions contemplated by the directives in operative paragraphs 3, 4, 5, 6, 8, and 9, the environmental review by state agencies required by the California Environmental Quality Act in Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought in the Klamath River, Sacramento-San Joaquin Delta and Tulare Lake Watershed Counties. For purposes of carrying out the directive in operative paragraph 10, for any (a) actions taken by the listed state agencies pursuant to that directive, (b) actions taken by a local agency where the Office of Planning and Research concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b), Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought in counties where the Governor has proclaimed a drought state of emergency. The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.
12. To ensure transparency in state agency actions, the Water Board and Department of Water Resources will maintain on their websites a list of the activities or approvals by their agencies for which provisions of the Water Code are suspended under operative paragraphs 3, 4, or 8 of this proclamation.

13. To ensure that posting and dissemination of information related to drought emergency activities is not delayed while accessible versions of that information are being created, Government Code Sections 7405 and 11546.7 are hereby suspended as they pertain to the posting of materials on state agency websites as part of responding to the drought emergency, provided that any state agencies failing to satisfy these code sections shall make and post an accessible version on their websites as soon as practicable.

This proclamation is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this proclamation.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 10th day of May 2021.

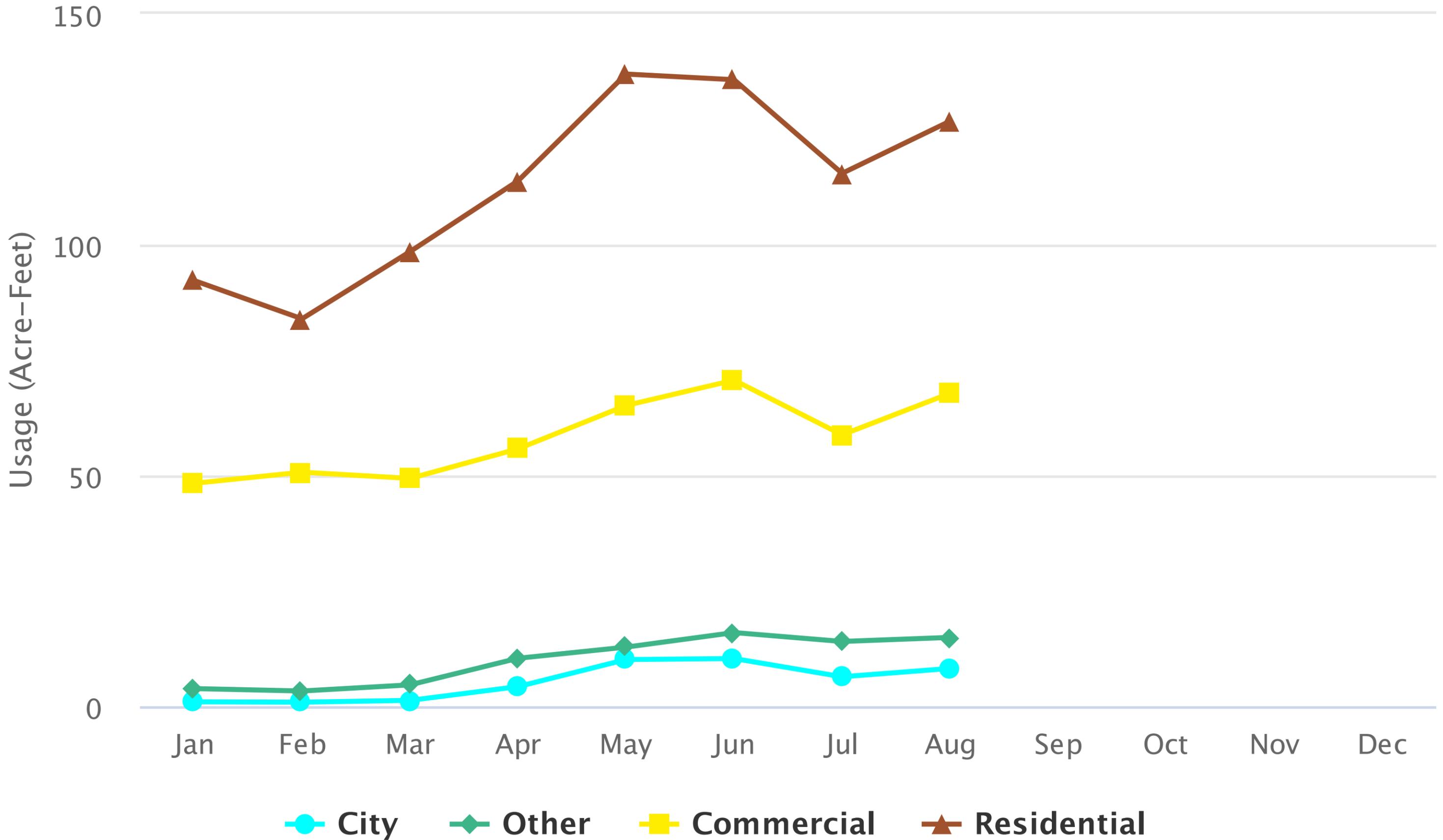


GAVIN NEWSOM
Governor of California

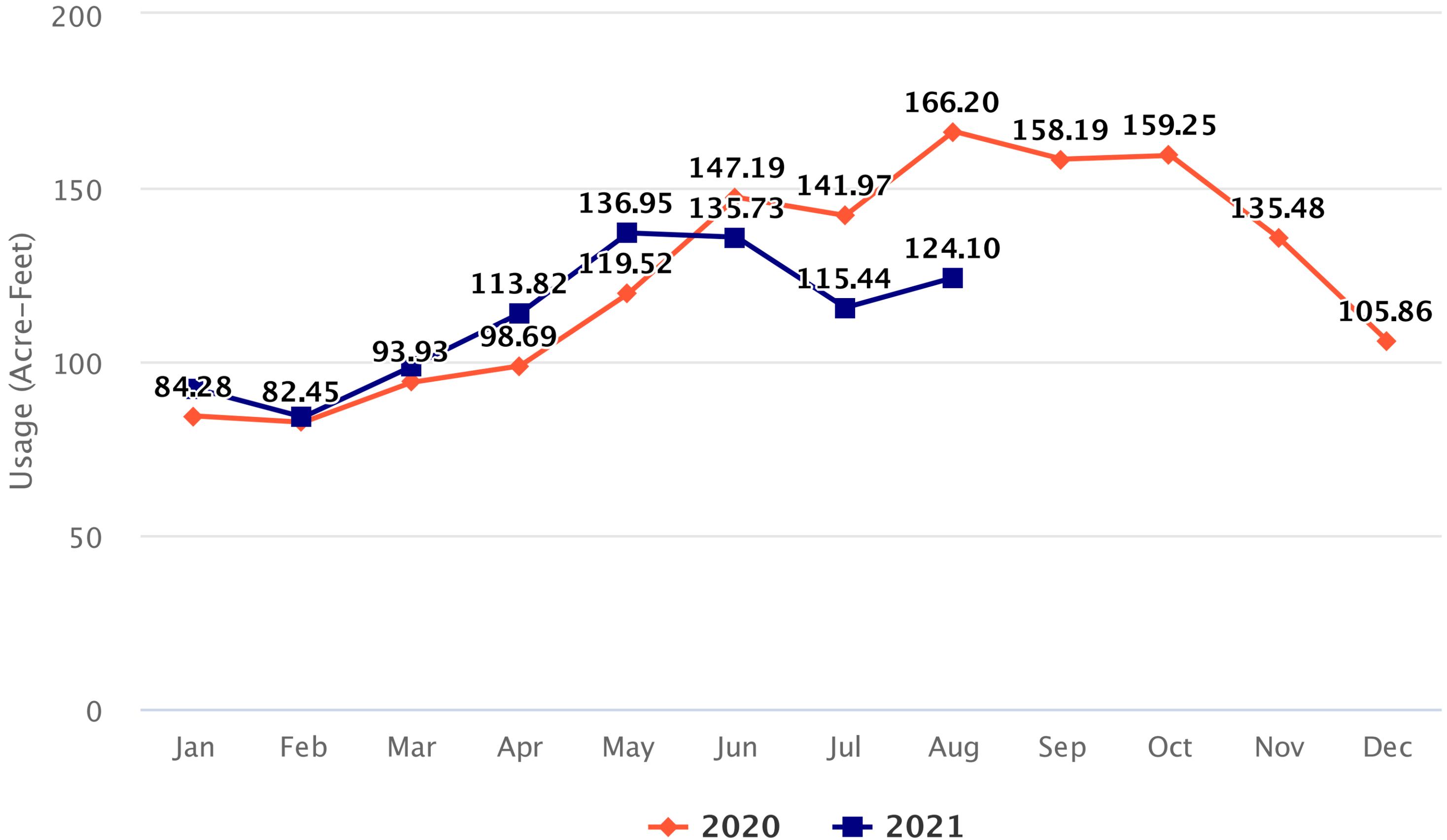
ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State

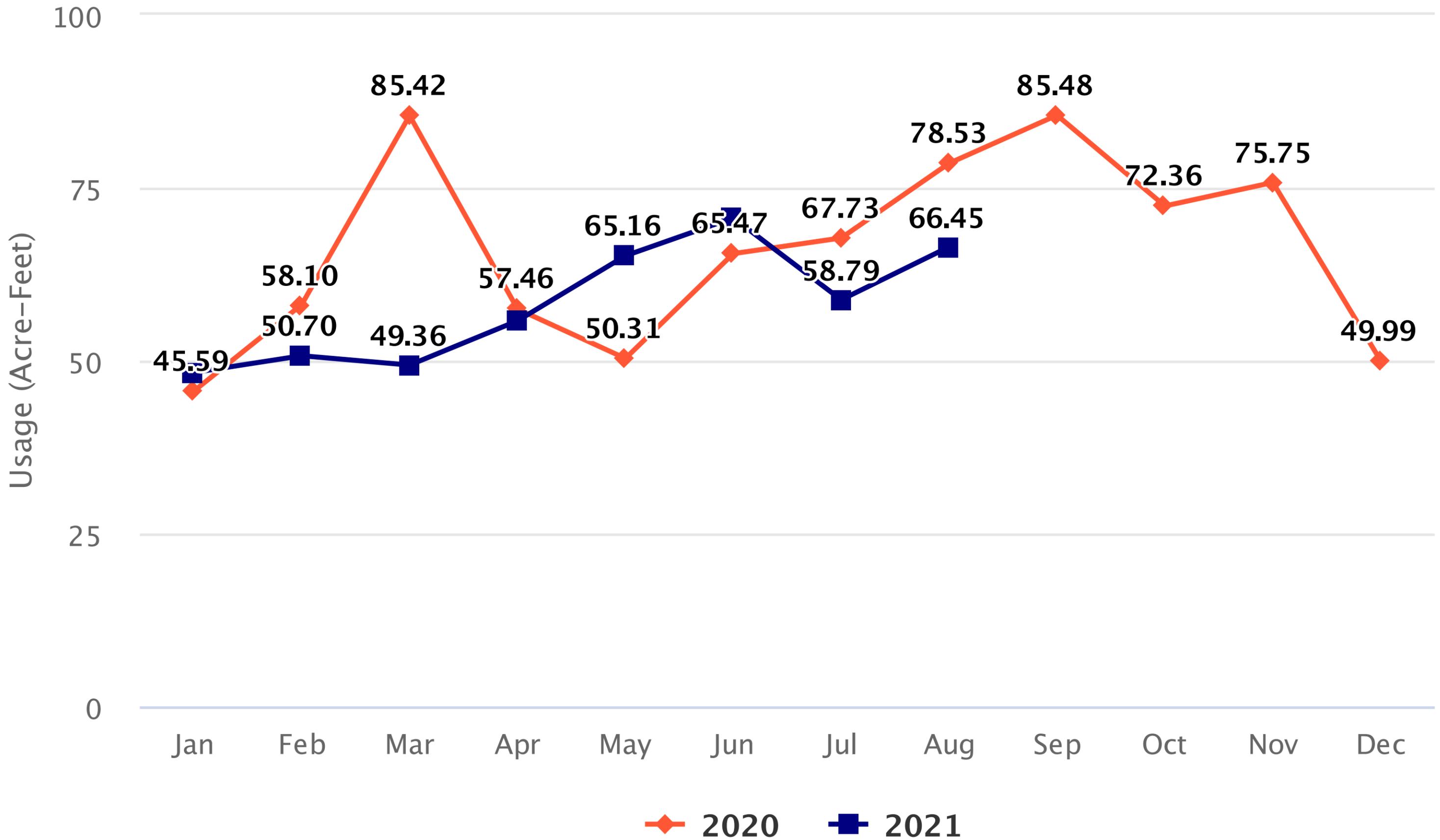
Water Consumption Detail By Class



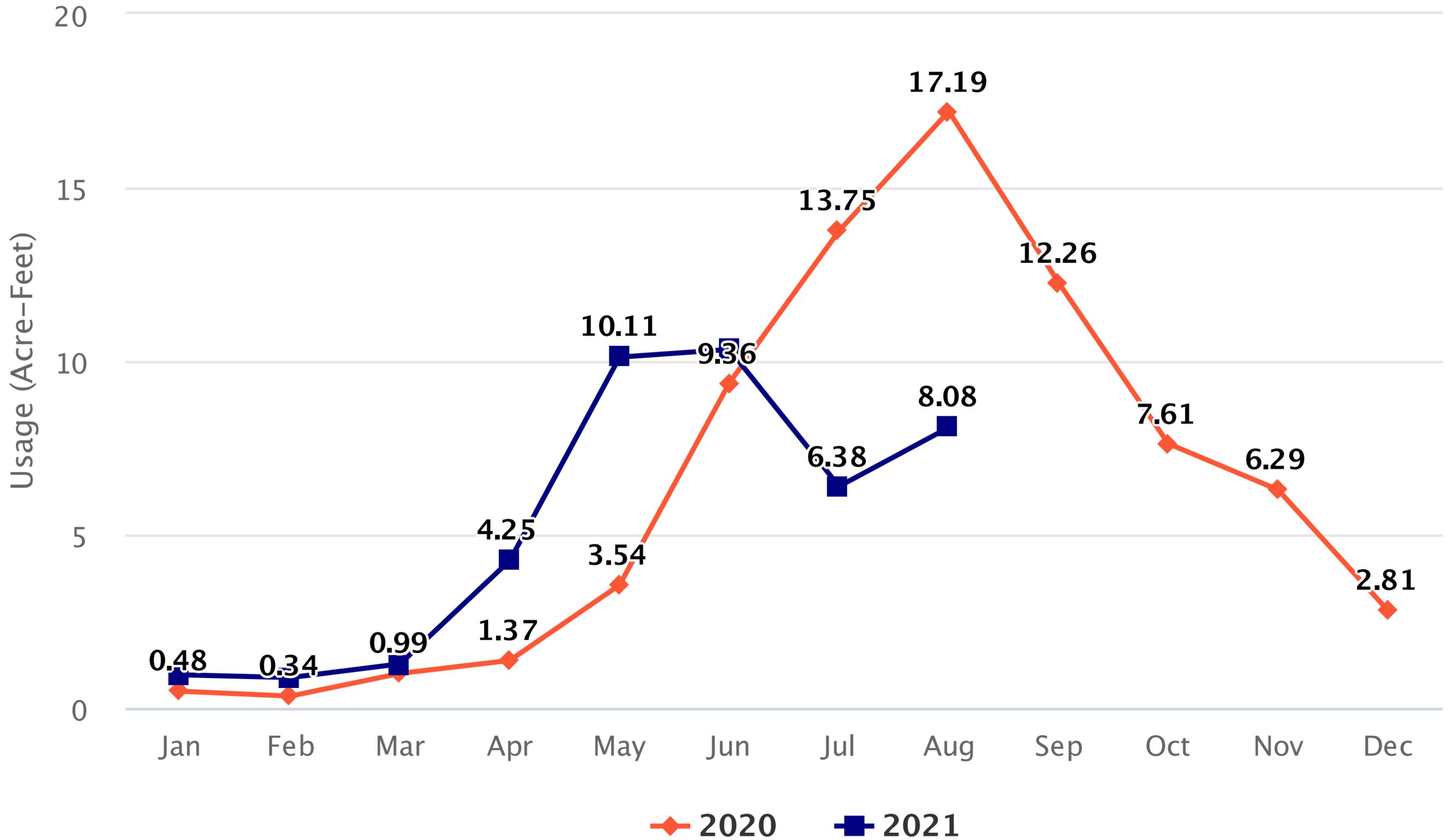
Residential Water Consumption



Commercial Water Consumption



City Water Consumption





TITLE

Utilities Rate Study - Consultant Agreement

RECOMMENDATION

Adopt a [Resolution](#) to authorize the City Manager to execute a professional services contract with NBS Government Finance Group, DBA: NBS to perform enterprise rate studies for the Water, Wastewater, and Recycled Water Enterprise Funds with a not-to-exceed contract amount of \$128,600.

CONTACT

Lincoln Bogard, Finance Director

Felix Hernandez III, Utilities & Maintenance Director

BACKGROUND & ANALYSIS

City staff conducted a Request for Qualifications to perform Enterprise Rate Studies for its Water, Wastewater, and Recycled Water Funds. Five proposals were received and graded. Of those, two were selected as finalists for interviews, and NBS Government Finance Group, DBA: NBS was selected to perform the services. The price proposal from NBS was competitive and below the City's budget for the rate studies. See Exhibit A ([Attachment 2](#)) for proposal and contract.

NBS staff assigned to this project have completed more than 400 rate studies and have developed sustainable rate structures that align with Proposition 218 requirements while being flexible enough to adjust for drought or usage factors automatically. NBS will also be addressing Capacity Fees, which do not fall under Proposition 218 requirements, but do fall under California Government Code 66013. NBS recommended separating these fees from the rate study fee structures and presenting them separately to Council to better delineate the two regulations applicable.

The City last performed a Water Rate Study Update in FY 2017-18. The last full Water and Wastewater Rate Study was performed in FY 2008-09. A Recycled Water Rate Study has never been performed due to the fact that this is a new enterprise fund at the City.

Staff will endeavor to bring new proposed rate structures to the Council, and obtain Proposition 218 passage, by the end of FY 2021-22 with the new rate structure targeted to take effect as of January 1, 2023.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

The City budgeted \$200,000 for rate studies with \$100,000 each in Water and Wastewater. The proposed not-to-exceed contract amount of \$128,600, is within the adopted budget. Savings from the adopted budget will be addressed during the mid-year budget adjustment process.

ENVIRONMENTAL REVIEW

Not applicable.

ATTACHMENTS:

1. [Resolution - Enterprise Rate Studies](#)
2. [Exhibit A - NBS Professional Services Contract - Enterprise Rate Study](#)

RESOLUTION NO. 2021- _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON TO
AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT
WITH NBS GOVERNMENT FINANCE GROUP, DBA: NBS TO PERFORM ENTERPRISE RATE
STUDIES FOR THE WATER, WASTEWATER, AND RECYCLED WATER ENTERPRISE FUNDS
WITH A NOT-TO-EXCEED CONTRACT AMOUNT OF \$128,600**

WHEREAS, the prior rate studies for the Water and Wastewater Enterprise Funds were last conducted in FY 2008-09; and

WHEREAS, the Water Enterprise Fund had a rate study updated in FY 2017-18; and

WHEREAS, the newly created Recycled Water Enterprise Fund has never had a rate study performed; and

WHEREAS, City staff conducted a Request for Qualifications to perform Enterprise Rate Studies for its Water, Wastewater, and Recycled Water Funds.

WHEREAS, Exhibit A, attached hereto and made a part thereof, contains the proposal and contract for NBS Government Finance Group, DBA: NBS, which was selected to perform the services with a price proposal that was competitive and below the City's budget for the rate studies.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby authorizes the City Manager to execute a professional services contract with NBS Government Finance Group, DBA: NBS to perform enterprise rate studies for the Water, Wastewater, and Recycled Water Enterprise Funds with a not-to-exceed contract amount of \$128,600.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 21st day of September, 2021, by the following vote:

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

Leon Garcia, Mayor

ATTEST:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

CITY OF AMERICAN CANYON AGREEMENT NO. _____

**CITY OF AMERICAN CANYON
STANDARD AGREEMENT
FOR DESIGN PROFESSIONAL SERVICES**

THIS AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this 21st day of September, 2021, by and between the City of American Canyon ("CITY"), a California Municipal Corporation and NBS Government Finance Group, DBA: NBS ("CONSULTANT"), who agree as follows:

RECITALS

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

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

WHEREAS, Consultant is agreeable to providing the services on the terms and conditions hereinafter set forth.

NOW THEREFORE, the parties agree as follows:

1. **Term of Agreement**: The Term of this Agreement shall extend from September 21, 2021 ("Commencement Date") to September 20, 2022 (the "Termination Date").
2. **Consultant's Services**. Consultant shall perform the services describe in Exhibit A ("Scope of Work" and/or "Services") to the full satisfaction of City.
3. **Time of Performance**. Consultant shall perform the Services on or by the Termination Date set forth in Agreement section 1, unless extended in writing by the parties pursuant to the terms of this Agreement.
4. **Compensation**. City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the Services required by this Agreement the consideration set forth in Exhibit B, attached and incorporated by this reference ("Payment"). City shall pay Consultant in accordance with the schedule of payment set forth in Exhibit B.
5. **Independent Contractor**. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.
6. **Assignment**. Consultant shall not assign or attempt to assign any portion of this Agreement without prior written approval by City.

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

- a. Consultant shall procure and maintain for the duration of this Agreement insurance as set forth in Exhibit C, attached and incorporated by this reference. The cost of such insurance shall be included in the Consultant's bid.
- b. Consultant agrees to maintain in force at all times during the performance of the Scope of Work under this Agreement, workers' compensation insurance as required by law.
- c. Contractor agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other applicable contract documents. Subcontractor further agrees to include these same provisions with any sub-subcontractor. A copy of the Indemnity and Insurance provisions in this Agreement will be furnished to the subcontractor upon request. The General Contractor shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and will provide proof of compliance to the City.
- d. Consultant shall require each of its sub-consultants or subcontractors to maintain insurance coverage which meets all of the requirements of this Agreement.
- e. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California.
- f. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may terminate this Agreement.
- g. At all times during the term of this Agreement, Consultant shall maintain on file with the City a certificate or certificates of the required insurance as set forth in Exhibit C showing that the required insurance policies are in effect in the required amounts.
- h. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of an insurance policy or proceeds available to the named Insured; whichever is greater.

13. **Indemnification.** To the maximum extent authorized by law and consistent with Civil Code section 2782.8, Consultant shall defend (with legal counsel approved by the City), and

indemnify City, its elected and appointed officials, officers, directors, attorneys, agents, and employees and each of them from and against any and all claims, demands, costs or liability to the proportional extent that they arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents arising out of Consultant's performance of any task or service for or on behalf of City under this Agreement. Consultant acknowledges that City would not enter into this Agreement in the absence of the commitment of Consultant to indemnify and protect City as set forth in this section. This indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful misconduct of the City. Consultant's costs to defend and indemnify the City shall not exceed Consultant's proportionate percentage of fault.

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

14. **Termination.**

- a. In addition to any other rights of termination and suspension set forth in this Agreement or at law, either party may terminate this Agreement with or without cause by providing ten (10) days' notice in writing to the other party.
- b. The City may terminate this Agreement at any time without prior notice in the event that Consultant commits a material breach of the terms of this Agreement.
- c. In the event of termination of this Agreement by City, due to no fault or failure of performance by Consultant, Consultant shall be paid full compensation for all services performed by Consultant, in an amount to be determined as follows:

For work done in accordance with the terms and provisions of this Agreement, Consultant shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid to Consultant for the full performance of the Scope of Work under this Agreement.

- d. Upon termination, this Agreement shall become of no further force or effect and all parties shall be discharged from their duties and obligations under this Agreement. Notwithstanding, the provisions of this Agreement concerning retention of records, City's rights to material produced, confidential information, Consultant's responsibility, indemnification, insurance, dispute resolution, litigation, and jurisdiction and severability shall survive termination of this Agreement.

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

Consultant shall address notices to:

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

City shall address notices to:

NBS Government Finance Group
ATTN: Michael Rentner
32605 Temecula Parkway, Suite 100
Temecula, CA 92592

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

17. Compliance with Laws.

- a. In General. Consultant shall observe and comply with all laws, policies, general rules and regulations established by City and shall comply with the common law and all laws, ordinances, codes and regulations of governmental agencies, (including federal, state, municipal and local governing bodies) applicable to the performance of the Scope of Work hereunder, including, but not limited to, all provisions of the Occupational Safety and Health Act of 1979 as amended.
- b. Labor Laws: Consultant shall comply with and adhere to all applicable labor laws, including, but not limited to, alien labor, prevailing wages, etc. Consultant shall comply with all applicable provisions of the California Labor Code.
- c. Drug-free Workplace. Consultant's employees and sub-consultants or subcontractors shall comply with the City's policy of maintaining a drug-free workplace. Neither Consultant nor Consultant's employees and/or subcontractors shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code section 812, including marijuana, heroin, cocaine, and amphetamines, at any facility, premises or worksite used in any manner in connection with performing services pursuant to this Agreement. If Consultant or any employee or sub-consultant or subcontractor is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at such a facility, premises, or worksite, the Consultant shall notify the City within five (5) days.
- d. Discrimination Prohibited. During the performance of this Agreement, Consultant and its sub-consultants or subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Consultant and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 *et seq.*) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this Agreement by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 *et seq.*). Consultant and its sub-consultants or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- e. Harassment Prohibited. Consultant and Consultant's employees and sub-consultants or subcontractors shall comply with the City's Workplace Harassment and Discrimination Policy.
- f. Illness and Injury Prevention Program (IIPP). Consultant shall provide the City with a copy of their IIPP to show compliance with CalOSHA.
- g. Licenses and Permits. Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. Consultant shall secure and maintain a business license with the City during the term of this Agreement.

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

19. **Special Conditions**.

- a. _____
- b. _____
- c. _____

20. **Exhibits**. All exhibits referred to in this Agreement are attached and incorporated by this reference.

21. **Benefits and Taxes**. Consultant shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, federal and state income taxes, for which Consultant shall indemnify and hold City harmless from any and all liability that City may incur because of Consultant's failure to pay such taxes. City shall have no obligation whatsoever to pay or withhold any taxes on behalf of Consultant.

22. **Dispute Resolution**. Should any dispute arise concerning any provisions of this Agreement, or the parties' rights and obligations hereunder, the parties shall meet and confer in an attempt to resolve the dispute. Prior to commencing any legal action, the complaining party shall provide to the other party thirty (30) days' written notice of the intent to take such action; provided that such notice shall not be required where a delay in commencing an action would prejudice the interests of the party that intends to file suit. During the

thirty (30) day notice period, the parties shall meet and confer in an attempt to resolve the dispute. Except as specifically provided, nothing herein is intended to waive or abridge any right or remedy that either party may have.

23. Default and Remedies.

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

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

25. Documents and Records.

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

- c. **Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility” as per the sample below:



26. **Inspection of Books and Records.** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records, or reports of the other party pertaining to this Agreement or matters related hereto. Each of the parties hereto shall maintain and make available for such inspection accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
27. **Confidential Information.** Consultant shall hold any confidential information received from City in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, Consultant shall return materials which contain any confidential information to City. Consultant may keep one copy for its confidential file. For purposes of this section, confidential information is defined as all information disclosed to Consultant which relates to City's past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law.
28. **Successors and Assigns.** This Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties hereto.
29. **Waiver.** Any waiver at any time by either party hereto of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other default or matter.
30. **Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
31. **Agreement Interpretation.** Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

32. **Entire Agreement.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the subject matter described herein.
33. **Jurisdiction and Severability.** This Agreement shall be governed and construed in accordance with California law. The venue for any legal action in State court filed by a party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. The venue for any legal action in Federal court filed by a party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement within the jurisdiction of the Federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceeding under this Agreement shall be in Napa County, California; however nothing in this Agreement section shall obligate a party to submit to arbitration any dispute arising under this Agreement. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.
34. **Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and City.

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

CONSULTANT

BY: _____
 Michael Rentner
 President & CEO
 DATE: _____

CITY OF AMERICAN CANYON

BY: _____
 Jason B. Holley
 City Manager
 DATE: _____

APPROVED AS TO FORM:

BY: _____
William D. Ross
City Attorney

DATE: _____

**APPROVED AS TO BUDGET
AUTHORITY:**

BY: _____
Lincoln Bogard
Finance Director

DATE: _____

APPROVED AS TO INSURANCE:

BY: _____
William D. Ross
City Attorney

DATE: _____

Attachments:

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

EXHIBIT A
SCOPE OF WORK

Consultant shall complete the attached Scope of Work.

EXHIBIT B
PAYMENT AND SCHEDULE OF PAYMENTS

1. TOTAL COMPENSATION

City shall compensate Consultant for the satisfactory performance of the work described in this Agreement to not exceed the amount of One Hundred and Twenty-Eight Thousand Six Hundred dollars (\$128,600).

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

EXHIBIT C
INSURANCE REQUIREMENTS

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

Commercial General Liability (CGL):

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

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

_____ Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor’s general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, attorneys, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

Commercial General Liability (CGL) - Completed Operations Coverage

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

Automobile Liability:

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

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

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

Professional Liability (Errors and Omissions):

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

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

Workers' Compensation Insurance:

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

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

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

Contractor/Consultant Signature

Builder's Risk (Course of Construction):

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

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

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

Surety Bonds:

Contractor shall provide the following Surety Bonds:

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

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

Contractor’s or Consultant’s Pollution Legal Liability:

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

Specific Insurance Provisions

Insurance Limits:

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

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Notice of Cancellation, Suspension or Otherwise Voiding Policies:

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

Waiver of Subrogation:

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

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

Any deductibles or self-insured retentions above \$25,000 must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers:

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

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

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

Subcontractors:

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

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

Verification of Coverage:

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply:

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

Applicability of Coverage:

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

EXHIBIT D
FACILITIES AND EQUIPMENT

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



TITLE

Amendment No. 1 to Task Order No. 6 with Miller Pacific Engineering Group

RECOMMENDATION

Adopt a [Resolution](#) authorizing the City Manager to execute Amendment #1 to Task Order No. 6 (Agreement No. 2021-01) with Miller Pacific Engineering Group, in the amount of \$75,000, for a total contract amount not to exceed \$125,000, for construction observation/material testing services for the Devlin Road and Vine Trail Extension Project (TR14-0100).

CONTACT

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

BACKGROUND & ANALYSIS

On January 19, 2021, City Council authorized the City Manager to execute Task Order #6 to Agreement No. 2018-130 with Miller Pacific Engineering Group (MPEG) in the amount of \$50,000, and authorized the Public Works Director to approve amendments in an amount not to exceed \$5,000 for a total contract amount not to exceed \$55,000, for construction observation and materials testing for the Devlin Road and Vine Trail Extension Project (TR14-0100).

Project construction commenced on April 19, 2021, and approximately 40% of the total construction contract has been completed to date. MPEG has provided geotechnical and materials testing services since the start of construction, and they continue to do so for the ongoing and remaining work which includes the construction of storm drain facilities, concrete curb and gutter, Napa Valley Vine Trail, bioretention areas, and asphalt paving for the roadway. Considering the amount of outstanding work, staff expects that the initial task order funds will be exceeded, hence an amendment is necessary to cover the remainder of the project.

Staff requested a proposal from MPEG to provide for their services on the remaining work to bring the Project to completion, and MPEG responded with a proposal for their services amounting to \$75,000.

MPEG has provided high quality work in previous projects and continues to meet the City's needs in their current role. Staff recommends the Council to authorize the City Manager to execute

Amendment #1 ([Attachment 2](#)) to Task Order #6 with Miller Pacific Engineering Group, in the amount of \$75,000, for a total contract amount not to exceed \$125,000, for construction observation/material testing services for the Devlin Road and Vine Trail Extension Project (TR14-0100).

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

The FY21/22 Project Budget is \$4,653,395, and includes sufficient funds to cover the proposed action.

ENVIRONMENTAL REVIEW

The Recommended Action is not a "Project" subject to review under the California Environmental Quality Act (CEQA).

ATTACHMENTS:

- [1. Resolution - Miller Pacific Engineering Group](#)
- [2. Amendment #1 - Miller Pacific Engineering Group](#)

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT #1 TO TASK ORDER #6 (AGREEMENT #2021-01) WITH MILLER PACIFIC ENGINEERING GROUP, IN THE AMOUNT OF \$75,000, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$125,000, FOR CONSTRUCTION OBSERVATION/MATERIALS TESTING SERVICES FOR THE DEVLIN ROAD AND VINE TRAIL EXTENSION PROJECT (TR14-0100)

WHEREAS, on January 19, 2021 the City Council authorized the City Manager to execute Task Order #6 with Miller Pacific Engineering Group (MPEG) for construction observation/materials testing services for the Devlin Road and Vine Trail Extension Project (TR14-0100) (Project); and

WHEREAS, the work completed to date is approximately 40% of the total construction contract, with remaining work including construction of storm drain facilities, concrete curb and gutter, and Vine trail, bioretention areas, and asphalt paving for the roadway; and

WHEREAS, MPEG continues to provide geotechnical services to the City's satisfaction including, but not limited to, field observation and materials testing required for Project construction; and

WHEREAS, an amendment to the initial Task Order #6 is necessary to increase the budget in order to continue the aforementioned services to the completion of the Project; and

WHEREAS, MPEG has provided a proposal in the amount of \$75,000 for their services on the remaining work to bring the Project to completion; and

WHEREAS, there are sufficient funds as provided by the FY21/22 Project Budget to pay for the services contemplated.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby authorizes the City Manager to execute Amendment #1 to Task Order #6 (Agreement #2021-01) with Miller Pacific Engineering Group in the amount of \$75,000, for a total contract amount not to exceed \$125,000, for construction observation/materials testing services for the Devlin Road and Vine Trail Extension Project (TR14-0100).

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 21st day of September, 2021, by the following vote:

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

Leon Garcia, Mayor

ATTEST:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

AMENDMENT #1 TO TASK ORDER #6 (AGREEMENT NO. 2021-01) TO THE ORIGINAL ON-CALL AGREEMENT NO. 2018-130 FOR GEOTECHNICAL ENGINEERING SERVICES CONTRACT WITH MILLER PACIFIC ENGINEERING GROUP FOR GOETECHNICAL ENGINEERING SERVICES FOR THE DEVLIN ROAD AND VINE TRAIL EXTENSION PROJECT (TR14-0100)

RECITALS

1. The City of American Canyon (“CITY”) and Miller Pacific Engineering Group, (“CONSULTANT”) have entered into an Agreement dated July 1, 2018 for on-call **Geotechnical Engineering** Services July 2018 to June 2021.
2. The Agreement provides for amendments to perform specific tasks under a specific scope of services that may arise during the term of the agreement.

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

1.00 SERVICES AND COMPENSATION

CONSULTANT agrees to provide on-call Geotechnical Engineering Services as listed in Attachment “A” increasing the contract amount for additional services in the amount of \$75,000 for a total not to exceed amount of \$125,000 (one hundred twenty-five thousand dollars).

2.00 TIME OF PERFORMANCE

The services covered by this Amendment shall be performed or provided by June 30, 2022.

3.00 REMAINING PROVISIONS

All other terms of the July 1, 2018 Agreement remain in full force and effect.

Executed on _____, at American Canyon, California.

CITY:

CONSULTANT:

By: _____
Jason B. Holley
City Manager

By: _____
Mike Morisoli, PE



August 31, 2021
File: 1659.042revproltr.doc

City of American Canyon, Public Works Department
5381 Broadway, Suite 201
American Canyon, California 94589
Attn: Ms. Kristine Delos Santos, P.E.

Re: Request for Supplemental Budget
Devlin Road Segment H and Vine Trail Extension
Project No. TR14-0100
American Canyon, California

Introduction and Budget Request

This letter includes our request for additional budget and a brief description of items that contributed to our exceedance of the budget request we provided in a letter dated December 4, 2020. We were not provided with a Contractor's schedule when we prepared our original budget estimate so instead based our request on other projects that we expected would have a similar timeline.

The scope of our geotechnical and materials testing includes both laboratory and field testing of site grading, trench backfill, lime treatment, concrete sampling and strength testing, baserock testing and field and laboratory testing of asphalt concrete. To date, the "mass" site grading is generally complete, most of the utility trenches have been backfilled and lime treatment is also complete. Baserock is now being placed. Items that still require testing include the following:

1. Remainder of utility trench backfills, estimated 8 site visits to complete our testing
2. Density testing of aggregate baserock under the path and roadway, 14 visits estimated
3. Concrete sampling and strength testing of pathway surface, light foundations, curb and gutter, etc., 20 estimated visits
4. Asphalt concrete field density and laboratory testing, 4 days of paving and 5 sets of asphalt tests

We were authorized with \$50,000 of budget and as of August 29th, we have either invoiced or are ready to invoice for a total of \$53,197.10. We are unsure of how many additional work days and site visits will be required to complete our services, but we believe we are at least halfway done with our services.

Significant items that contributed to our inadequate budget include not having a construction schedule when we prepared our budget estimate, increased number of visits (relative to what we anticipated), uncertainties with the import fill and the need for lime treatment and other factors. Going forward, we've conservatively estimated the number and duration of site visits as noted above and on the attached spreadsheet. We believe we have included a generous "contingency" for unanticipated conditions along with a healthy budget for laboratory testing of Syar asphalt, if City Staff desires this service.

As shown on the attached spreadsheet, we are requesting a \$75,000 increase to our budget which we believe will be sufficient to complete the geotechnical and materials testing for the project. If this request is acceptable, please issue a supplemental Task Order and we will continue with our services.

Please call me if you have questions about our budget status and we can go over items in greater detail, if needed.

Very truly yours,
MILLER PACIFIC ENGINEERING GROUP

A handwritten signature in black ink, appearing to read 'Mike Morisoli', written in a cursive style.

Mike Morisoli, P.E.

Attachment; Cost Estimating Worksheet

MILLER PACIFIC ENGINEERING GROUP
 Field Observation & Testing Budget Estimate Worksheet
 Devlin Road and Vine Trail Extension
 American Canyon, California

Date: 8/31/21
 Project Number: 1659.042
 By: mpm

FIELD COSTS					
	PER UNIT	PER HOUR	SITE VISIT	HALF DAY	FULL DAY
Senior Technician 2	\$ 120.00				
Staff Engineer/Geologist 3	\$ 120.00				
Staff Engineer/Geologist 2	\$ 110.00				
Staff Engineer/Geologist 1	\$ 100.00				
Staff Technician 2	\$ 100.00				
Staff Technician 1	\$ 95.00				
Prevailing Wage Group 3	\$ 150.00		2.5	4	12
O/T \$35 - Weekend/Hol/Night \$45; 4 & 8 hr mins apply	\$ 35.00				4
Field Vehicle/Equipment	\$ 9.00		2	3.5	12
Nuclear Density Tests	\$ 8.00		5	5	30
Miles	\$ 0.80		25	25	25
		\$ -	\$ 453.00	\$ 691.50	\$ 2,308.00

Work Item	Description	Estimated Days	HOURS	SITE VISIT	HALF DAY	FULL DAY
1.0	Finish Trench Backfill Testing				8	
2.0	Baserock for Conc/AC Areas				14	
3.0	Conc Sampling/Strength Testing				20	
4.0	AC density testing (8" AC/3 lifts)					4
5.0						
6.0						
Totals		0	0	0	42	4
DOLLARS		\$ -	\$ -	\$ -	\$ 29,043.00	\$ 9,232.00
					Total Field Costs: \$ 38,275.00	

LABORATORY TESTING					
Task	Description	Quantity	Unit \$	Amount \$	
1.0	Compaction Curve ASTM 1557	2	\$280	\$	560.00
2.0	Compaction Curve CalTrans 216		\$350	\$	-
3.0	Asphalt Concrete - S-value, Gradation, M.C., Unit Wt. & % Oil	5	\$850	\$	4,250.00
4.0	Concrete Compression (per Cylinder)	60	\$45	\$	2,700.00
5.0	Asphalt Concrete - Hamburg Tests	5	\$1,200	\$	6,000.00
6.0	R-value		\$390	\$	-
7.0	Sand Equivalent		\$135	\$	-
8.0	Durability		\$195	\$	-
9.0	Gradation/Sieve		\$150	\$	-
10.0	Class II AB Suite (Rvalue,Sieve, Durability & Sand Equiv)		\$950	\$	-
					Total Lab Costs: \$ 13,510.00

ENGINEERING/GEOLOGICAL CONSULT & REPORT					
Personnel	Title	Hours	\$/Hour	Amount \$	
SAS	Principal Eng/Geologist 3		\$ 250.00	\$	-
MPM	Principal Eng/Geologist 2	6	\$ 245.00	\$	1,470.00
DSC / EAD	Principal Eng/Geologist 1		\$ 230.00	\$	-
BSP	Associate Engineer 1		\$ 205.00	\$	-
MFJ	Senior Geologist 3		\$ 190.00	\$	-
RCA	Senior Engineer 1		\$ 170.00	\$	-
NGK / PDC	Project Engineer 3		\$ 150.00	\$	-
MMT	Project Engineer 1		\$ 130.00	\$	-
AJM / JTO	Sr. Tech 2		\$ 120.00	\$	-
ZMS / ENE	Staff Engineer/Geologist 3	4	\$ 120.00	\$	480.00
EIC	Staff Engineer/Geologist 2		\$ 110.00	\$	-
MNT / RBG	Staff Engineer/Geologist 1		\$ 100.00	\$	-
NAR / TWM	Staff Technician 2		\$ 100.00	\$	-
JMO / BPC / GAA	Staff Technician 1		\$ 95.00	\$	-
KRB / MLT	Project Asst./Word Processor	6	\$ 85.00	\$	510.00
					Total Engineering Costs: \$ 2,460.00

Subtotal: \$ 54,245.00
Contingency: 40% \$ 21,698.00
Total: \$ 75,943.00

Use for Budget: \$ 75,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the BUSINESS AUTO COVERAGE FORM and Paragraph e. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the MOTOR CARRIER COVERAGE FORM, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

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

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-6H463805-20-47-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER

Job Description

ENGINEERS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by _____

Terra Insurance Company
(A Risk Retention Group)
Two Fifer Avenue, Suite 100
Corte Madera, CA 94925



DATE
01/01/21

CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER

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

This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

The policy of insurance listed below has been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE Professional Liability

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
221144	01/01/21	12/31/21

LIMITS OF LIABILITY \$1,000,000 EACH CLAIM
\$1,000,000 ANNUAL AGGREGATE

PROJECT DESCRIPTION

All Projects

CANCELLATION: If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

NAME AND ADDRESS OF INSURED

Miller Pacific Engineering Group
504 Redwood Blvd., Suite 220
Novato, CA 94947

ISSUING COMPANY:

TERRA INSURANCE COMPANY
(A Risk Retention Group)

A handwritten signature in blue ink, appearing to read "David C. Cook", is written over a horizontal line.

President



TITLE

Coastland Civil Engineering - Amendment #2

RECOMMENDATION

Adopt a [Resolution](#) increasing FY21/22 Budget line item 105-60-660-42160 by \$250,000 and authorizing the City Manager to execute [Amendment #2](#) to Agreement #2018-102 with Coastland Civil Engineering, Inc. increasing the total contract amount from \$805,000 to 1,055,000.

CONTACT

Erica Ahmann Smithies, PE, Public Works Director

BACKGROUND & ANALYSIS

Demand for private development review services fluctuates cyclically over time. While it is expected to remain high for the foreseeable future, it could diminish at any time. The City maintains permanent staffing levels at the mid-range of demands - it does not "staff up" to accommodate peak demands. Instead, the City maintains a cadre of experienced, outside consultants to assist staff as needed throughout the year.

On July 3, 2018, the City Council approved the selection of Coastland Civil Engineering, Inc. (Coastland) to assist City staff with the review of development projects. Their on-going work includes reviewing development applications, building permit applications, civil improvement plans, and assisting with water supply determinations.

Coastland consistently provides high quality work and continues to meet the City's needs in their current role. Anticipated development in 2021 includes Watson Ranch, Oat Hill Development, Canyon Estates projects and review of County building permit referrals (for water supply).

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

The recommended action increases budget line item 100-60-660-42160 by \$250,000. The increased expenditures will be offset by a corresponding increase in revenue from Fund 105, Developer

Deposits who will reimburse the City for these costs.

ENVIRONMENTAL REVIEW

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

ATTACHMENTS:

1. [Resolution - Coastland Civil Engineering](#)
2. [Amendment #2 - Coastland Civil Engineering](#)

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON INCREASING FY21/22 BUDGET LINE ITEM 100-60-660-42160 BY \$250,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT #2 TO AGREEMENT #2018-102 WITH COASTLAND CIVIL ENGINEERING, INC. INCREASING THE TOTAL CONTRACT AMOUNT FROM \$805,000 TO \$1,055,000

WHEREAS, on July 3, 2018 the City entered into Agreement No. 2018-102, an on-call contract for Civil Engineering services with Coastland with a budget of \$555,000; and

WHEREAS, on September 1, 2020 the City authorized Amendment #1, Resolution 2020-78 to increase the contract budget from \$555,000 to \$805,000; and

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

WHEREAS, in order to maintain such services, Amendment #2 is needed to increase the contract amount by \$250,000, for a contract total of \$1,055,000; and

WHEREAS, the FY2021-22 budget line item 100-60-660-42160 needs to be increased by \$250,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby authorizes the City Manager to execute an Amendment #2 to Agreement No. 2018-102 with Coastland Civil Engineering, Inc. to increase the existing contract amount from \$805,000 to an amount not to exceed \$1,055,000.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 21st day of September, 2021, by the following vote:

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

Leon Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss City Clerk

William D. Ross, City Attorney

CITY OF AMERICAN CANYON AGREEMENT NO. 2021-_____

AMENDMENT #2 TO AGREEMENT NO. 2018-102 TO THE CITY OF AMERICAN CANYON STANDARD AGREEMENT FOR PROFESSIONAL SERVICES WITH COASTLAND CIVIL ENGINEERING

RECITALS

1. The City of American Canyon (“CITY”) and Coastland Civil Engineering (“CONSULTANT”) have entered into an Agreement dated July 3, 2018.
2. The Agreement provides for amendments to perform specific tasks under a specific scope of services that may arise during the term of the agreement.

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

1.00 SERVICES AND COMPENSATION

CONSULTANT agrees to provide services as listed in Attachment “A” to increase the contract amount for additional services in the amount of \$250,000 for a total not to exceed contract amount of \$1,055,000.

2.00 TIME OF PERFORMANCE

The services covered by this Amendment shall be performed or provided by June 30, 2022.

3.00 REMAINING PROVISIONS

All other terms of the July 3, 2018 Agreement No. 2018-102 remain in full force and effect.

Executed on _____, at American Canyon, California.

CITY:

COASTLAND:

By: _____
Jason B. Holley
City Manager

By: _____
Paul Wade
Principal



TITLE

Watson Ranch Lot 10 Vesting Tentative Subdivision Map

RECOMMENDATION

Adopt a [Resolution](#) of the City Council of the City of American Canyon approving a Watson Ranch Lot 10 Vesting Tentative Subdivision map to create 219 single-family residential lots; 6 parcels; 9 public courts; and 6 public streets on 27.17-acre site; located at the northeast intersection of the future extension of Rio Del Mar and Loop Road, APNs 059-430-015 and -016 (File No. PL21-0013).

CONTACT

William He, AICP, Associate Planner

BACKGROUND & ANALYSIS

Site Information

General Plan Designation	Watson Ranch Specific Plan (WRSP)- Medium Density Residential 16
Zoning District	Watson Ranch Specific Plan - Medium Density Residential 16
Site Size	27.17 acres (18.05 acres for the 219 single-family residential lots)
Present Use	Vacant
Surrounding Zoning and Uses	North: WRSP / vacant lot South: WRSP / vacant lot East: WRSP / vacant lot West: WRSP / vacant lot (Approved for Lemos Pointe Apts)
Access	Site Access is provided from the future extension of Rio Del Mar, Rolling Hills Drive, and Loop Road

Proposed Development

D.R Horton proposes to develop a neighborhood of 219 single family homes on the Watson Ranch Lot 10 site. This approval requires two applications: 1) a Vesting Tentative Subdivision Map (PL21-0013); and 2) a Design Permit (PL21-0014). The project is located in the Watson Ranch Specific Plan (WRSP) area, which was approved with an Environmental Impact Report.

Vesting Tentative Map

The Subdivision Map divides Lot 10 into 219 Single Family Residential (SFR) lots, 6 parcels, and 6 streets with 9 cul-de-sac courts. The site is bounded by Street A to the north, the future Vine Trail to the east, Rio Del Mar to the south, and Loop Road to the west. The SFR lots range from 3,198 square feet to 6,724 square feet.

The proposed map is consistent with the General Plan, the Watson Ranch Specific Plan (WRSP), and the Watson Ranch Development Agreement. The new SFR lots will be supported with dry utilities from PG&E for electricity, AT&T for telephone, and Comcast for cable TV. The City will provide wet utilities for water, wastewater, and storm water access.

The site includes 6 interior streets (A-F) with 9 courts (A-I), which consists of 7.76 acres. Streets A, D, E, and F traverse west to east and streets B and C traverse north to south. Streets A, D, E, and F are cul-de-sac courts. The site includes two fire access emergency vehicle access (EVA) lanes parallel to the proposed Vine Trail. One EVA lane connects Court F to Court I. The second EVA lane connects Court D to Court E.

A 20-foot wide pedestrian walkway (Parcel F) will connect pedestrians from Lot 10 to a Watson Ranch pedestrian trail on the west side of Loop Road, north of the Lemos Pointe Apartments.

Perimeter streets will be landscaped with street trees and ground cover, consistent with WRSP standards.

The project findings are described in the VTM Resolution (see [Attachment 1](#)). Site-specific conditions of approval are included in VTM Exhibit A, (see [Attachment 2](#)). The AC-1 Master Conditions of approval are included in VTM Exhibit B (see [Attachment 3](#)). The Watson Ranch VTM plans are included in VTM Exhibit C (see [Attachment 4](#)). The Planning Commission reviewed the VTM application on August 26, 2021 and unanimously recommends City Council approval (Resolution 2021-17). A vicinity map of the project site is shown in ([Attachment 5](#)).

Design Permit

On August 26, 2021, the Planning Commission conducted a public hearing and approved the Lot 10 Design Permit application (Resolution 2021-18). The Design Permit addresses project density, architecture, and landscaping. The project has a density of 8.1 dwelling units per acre which falls within the allowable density range of the MDR-16 zoning. The proposed two-story homes range from 1,583 SF to 1,824 SF with floorplans that have 3 to 4 bedrooms, and two-car garages.

The project includes 3 architectural styles: farmhouse, ranch, and traditional. The architecture features earth tone colors, composite shingle roofing, lap sidings, and decorative shutters.

In accordance to WRSP Section A.4.2.2, all elevations on corner lots and rear elevations facing public

streets and open space shall include articulation of architectural details and materials to enhance these elevations consistent with the style of the homes. The enhanced architectural wrap includes window trim, siding at roof gable areas, shutters, belly bands, other architectural details. The Architectural Plans are included for informational purposes. See [Attachment 6](#).

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

The Watson Ranch Lot 10 Design Permit and Vesting Tentative Map requires a developer deposit to fund costs associated with reviewing and processing the application. If the City Council approves the subdivision, the City will gain 219 single-family homes, which will generate additional tax revenue from property taxes and associated sales tax from resident purchases at local stores and restaurants.

ENVIRONMENTAL REVIEW

The environmental impacts of the Watson Ranch Specific Plan (WRSP) Project which includes the proposed Watson Ranch Lot 10 Vesting Tentative Map were adequately considered in the certified Final EIR for the Watson Ranch Specific Plan Project (State Clearinghouse No. 2015022030) which includes findings, a Mitigation Monitoring and Reporting Program, and a Statement of Overriding Considerations for the Project. Approval of the proposed Vesting Tentative Subdivision Map is based on the Final EIR and complies with CEQA. Under CEQA, the Watson Ranch Specific Plan Project FEIR is a program EIR and is generally assumed to be used at a "development level." See, e.g., CEQA Guidelines § 15168. There is no substantial evidence of changed circumstances under CEQA Guidelines section 15162 requiring further CEQA review as the whole of the approvals sought are contemplated under the Project FEIR analysis.

ATTACHMENTS:

1. [Resolution - WR Lot 10 VTM](#)
2. [Exhibit A - WR Lot 10 VTM Specific Conditions](#)
3. [Exhibit B - WR Lot 10 AC1 Master Conditions](#)
4. [Exhibit C - WR Lot 10 VTM Plans 2021-07-19](#)
5. [WR Lot 10 - Location Map](#)
6. [Watson Ranch Lot 10 Architecture Plans](#)

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON APPROVING A VESTING TENTATIVE SUBDIVISION MAP FOR WATSON RANCH LOT 10 TO CREATE 219 SINGLE FAMILY HOME LOTS ON 21.17 ACRES WITHIN THE WATSON RANCH SPECIFIC PLAN LOT 10 MEDIUM DENSITY RESIDENTIAL-16 ZONING DISTRICT; LOCATED NORTH OF VINTAGE RANCH AND ACCESSIBLE FROM RIO DEL MAR AND ROLLING HILLS DRIVE, ASSESSOR'S PARCEL NUMBERS 059-430-015 AND -016 (FILE NO. PL21-0013)

WHEREAS, pursuant to Section 65300 of the State Planning and Zoning Law, the City of American Canyon (City) 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, the City of American Canyon General Plan land use and zoning designation for the property known as the Watson Ranch Specific Plan property is Town Center, which requires the approval of a specific plan to designate the land uses, range of residential and nonresidential densities and unified design standards within the Watson Ranch Specific Plan property; and

WHEREAS, on November 6, 2018, the City Council of the City of American Canyon adopted an Ordinance approving the Watson Ranch Specific Plan that provides for the development of the approximately 309-acre Watson Ranch Specific Plan site with a mixed use community component including a mixed use town center (NVRG), 1,253 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; and

WHEREAS, on June 18, 2019, the City Council approved the Watson Ranch Specific Plan Development Agreement (Ordinance 2019-06, Agreement 2019-A107); and

WHEREAS, DR Horton "Applicant" submitted a Vesting Tentative Subdivision Map to create 219 single family home lots, 6 open space parcels (Parcels A to F), and 6 public streets on 27.17 acres located north of Vintage Ranch with access from the future extension of Rio Del Mar and Rolling Hills Drive, Assessor's Parcel Numbers 059-430-015 and 059-430-016 (File No. PL21-0013); and

WHEREAS, Chapter 18.22.055 of the Municipal Code sets forth findings required for approval of a tentative subdivision map; and

WHEREAS, the proposed map is consistent with the City of American Canyon General Plan, Municipal Code and the Watson Ranch Specific Plan; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), a final environmental impact report (Final EIR) was prepared for the Watson Ranch Specific Plan, which included the proposed Vesting Tentative Map (VTM), having analyzed the actions contemplated by the VTM and includes required mitigation measures, a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program; and

WHEREAS, a duly-noticed public hearing was held by the City of American Canyon Planning Commission on August 26, 2021 on the subject application, at which time all those in attendance were given the opportunity to speak on this proposal and to submit comments.

WHEREAS, on August 26, 2021, the City of American Canyon Planning Commission conducted a duly-noticed public hearing and unanimously recommends City Council approval of the Watson Ranch Lot 10 Vesting Tentative Subdivision Map (Resolution 2021-17); and

WHEREAS, on September 21, 2021, the City of American Canyon City Council conducted a duly-noticed public hearing on the subject application, at which time all those in attendance were given the opportunity to speak on this proposal and to submit comments.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon, having considered all the evidence, including any submitted by member of the public, hereby approves the Watson Ranch Lot 10 Vesting Tentative Subdivision Map (PL21-0013), subject to the following Findings and Conditions of Approval.

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

1. The City of American Canyon makes the following findings and determinations based on substantial evidence in the record as a whole 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”).
2. Pursuant to CEQA, an Environmental Impact Report (EIR) was prepared, supplemented, and certified for the Watson Ranch Project (“Project EIR”). The Project EIR considered and analyzed the significant adverse environmental impacts of, related mitigation measures for, and reasonable alternatives to, the planning, development, construction, operation, and maintenance of the proposed uses of the Property implemented through the “Project Approvals” of the “Project,” including without limitation, the General Plan Amendment, Watson Ranch Specific Plan (and related Zoning), Large Lot Vesting Tentative Map, and Development Agreement. In accordance with CEQA, City certified as legally adequate and complete the Project EIR, and approved the development allowed and approved by said existing and future Project Approvals contemplated by the Project EIR and the Development Agreement.
3. The proposed Vesting Tentative Map for that Watson Ranch Lot 10 is a contemplated “Project Approval” under the Project EIR and the Development Agreement. Under CEQA, a Specific Plan EIR, like the Watson Ranch Specific Plan Project EIR, is generally assumed to be used at a “development level.” *See, e.g.,* CEQA Guidelines § 15168. Under controlling CEQA law, particularly CEQA Guidelines section 15162, the legal question is whether the Project EIR, itself, needs updating (through a Subsequent or Supplemental EIR) before the City can consider and approve the Watson Ranch Lot 10 VTM, or whether the Project EIR provides the appropriate CEQA compliance work for the City’s consideration and approval of the Watson Ranch Lot 10 VTM. For the following reasons and findings, by law, no such Subsequent or Supplemental EIR can be required by the City, and the Project EIR provides the appropriate CEQA compliance work for the City’s consideration and approval of the Watson Ranch Lot 10 VTM.

First, CEQA Guidelines section 15162 provides as follows [*City responses to the issues raised by Section 15162 are provided in bracketed, italicized text below*]:

- (a) When an EIR has been certified . . . for a project, no subsequent EIR shall be prepared for that

project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; *[There is no substantial evidence in the light of the whole record revealing any changes proposed in the Project, let alone changes that will involve involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. The Watson Ranch Lot 10 VTM implements the Watson Ranch Specific Plan Project, and no new significant environmental effects or substantial increase in the severity of previously identified significant effects not already addressed by the Project EIR will result from that implementation.]*

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR . . . due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; *[There is no substantial evidence in the light of the whole record revealing circumstances under which the Project is undertaken which require major revisions to the Project EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects: the Watson Ranch Lot 10 VTM is anticipated by, and is the implementation of, the Watson Ranch Specific Plan Project (and Project Approvals), and no new significant environmental effects or a substantial increase in the severity of previously identified significant effects not already addressed by the Project EIR will result from that implementation.];* or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following *[There is no substantial evidence in the light of the whole record revealing any such new information of any kind has been presented]:*

(A) The project will have one or more significant effects not discussed in the previous EIR . . . *[There is no substantial evidence in the light of the whole record revealing that the Watson Ranch Lot 10 VTM will have one or more significant effects not discussed in the Project EIR: Instead, the Watson Ranch Lot 10 VTM is anticipated by, and are the implementation of, the Watson Ranch Specific Plan Project as fully analyzed by the Project EIR];*

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR *[There is no substantial evidence in the light of the whole record revealing that the Watson Ranch Lot 10 VTM will result in a situation where significant effects previously examined in the Project EIR will be substantially more severe than shown and discussed in the Project EIR: Instead, the Watson Ranch Lot 10 VTM are anticipated by, and are the implementation of, the Watson Ranch Specific Plan Project as fully analyzed by the Project EIR];*

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative [*There is no substantial evidence in the light of the whole record supporting a determination that mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the project proponents decline to adopt the mitigation measure or alternative.*]; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative. [*There is no substantial evidence in the light of the whole record supporting a determination that mitigation measures or alternatives which are considerably different from those analyzed in the Project EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative. No such mitigation measure nor alternatives have been proposed, nor are warranted, and no rejection of such mitigation measure or alternative by the project applicant has taken place.*]

Because there is no substantial evidence in the record to support any of the findings set forth in CEQA Guidelines section 15162, as a matter of law, no additional CEQA work can be required by the City relating to the City's consideration and approval of the VTM 1A.

Second, similar to CEQA Guidelines section 15162, CEQA Guidelines section 15163 provides that a public agency may choose to prepare a "Supplement" to an EIR - rather than a "Subsequent" EIR - only if (1) any of the findings described in Section 15162 (above) would require the preparation of a Subsequent EIR, yet (2) only minor additions or changes would be necessary to make the Project EIR adequately apply to the changed situation. As stated above, because there is no substantial evidence in the record to support any of the findings set forth in CEQA Guidelines section 15162, then, as a matter of law, no finding can be made under CEQA Guidelines section 15163. Therefore, no additional CEQA work for the Watson Ranch Lot 10 VTM can be required by the City.

Third, and lastly, under the Development Agreement, "to the extent permitted or required by CEQA, City shall use . . . 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." Development Agreement § 2.04(k). Because CEQA prohibits the City from requiring additional CEQA compliance work for the Watson Ranch Lot 10 VTM approval, for the reasons discussed above, the Development Agreement likewise enforces that CEQA requirement and prohibits additional "new or supplemental environmental documentation." Development Agreement § 2.04(k).

Therefore, the City finds and determines that the Project EIR provides the appropriate CEQA compliance documentation for the City's consideration and approval of the proposed Watson Ranch Lot 10 VTM.

SECTION 2. FINDINGS

1. The proposed map is consistent with the General Plan and the Watson Ranch Specific Plan.

The subdivision is proposed to delineate parcels that reflect the proposed land uses and street lay out of the Watson Ranch Specific Plan; and

2. American Canyon Municipal Code (ACMC) Section 18.22.055 provides that the planning commission shall not recommend approval and the city council shall not approve a tentative subdivision map if any of the following findings are made:

A. That the proposed tentative subdivision map is not consistent with the city's general plan or its elements or other applicable plans;

The proposed map is consistent with the General Plan because it will provide individual lots with adequate access and utility services to be developed with single family homes.

B. That the design or improvement of the proposed subdivision is not consistent with the city's general plan or its elements or any other applicable plans;

The proposed improvements for the subdivision are consistent with the City's General Plan, Watson Ranch Specific Plan, and the Watson Ranch Development Agreement, including the size of individual lots, as analyzed in the staff report for this project.

C. That the site is not physically suitable for the type of development proposed;

The subdivision site is physically suitable for the type of development because it is adjacent to existing residential development, the subdivision is designed to accommodate the proposed 219 single family homes.

D. That the site is not physically suitable for the proposed density of development proposed;

The site is physically suitable for the proposed density of development because the density of development will comply with the limits set out in the Watson Ranch Specific Plan and can be improved and provided with necessary utilities to serve the future development. There are no geologic conditions which would prevent the intended development, and the future extension of Rio Del Mar, Loop Road, and Rolling Hills Road will provide access to the new homes.

E. That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat;

The subdivision and related improvements would not adversely affect wildlife habitat areas, as described in the Watson Ranch Environmental Impact Report (SCH # 2015022030), approved by the City Council in November 6, 2018.

F. That the design of the subdivision or the type of improvements is likely to cause serious public health problems;

The subdivision improvements are consistent with the improvements provided for other development in the City and are not likely to cause serious health problems.

G. That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. In this connection, the city council may approve a tentative subdivision map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to one previously acquired by the public. This subsection shall apply only to easements of record or to

easements established by judgment of a court of competent jurisdiction and no authority is granted to the city council to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision;

A 20-foot wide public access easement (PAE) is proposed along the north side of Watson Ranch Lot 10. The PAE was dedicated on the Watson Ranch Large Lot Final Map (recorded on December 18, 2019) to provide access to the future park site, Lot 19. The Owner's Statement say that the easement is subject to replacement, relocation, or abandonment. Street A will replace this PAE and the easement will be vacated on the final map for Watson Ranch Lot 10. This Public Works condition of approval will be completed prior to the final approval of the site improvement plan. With vacation of the PAE, the subdivision is consistent with the General Plan.

- H. That the discharge of waste water, including sewage and stormwater runoff, from the proposed subdivision would result in a violation of existing water quality requirements prescribed by the regional water quality control board.

The conditions of approval require infrastructure improvements to accommodate wastewater and stormwater runoff in compliance with water quality requirements, as shown in the Vesting Tentative Map.

SECTION 3: CONDITIONS OF APPROVAL

The Watson Ranch Lot 10 VTM conditions of approval incorporate the adopted Master Conditions of Approval for AC-1 Portion of Watson Ranch (Resolution No. 2020-106) as Exhibit B, and specific conditions of approval included as Exhibit A to this Resolution.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 21st day of September, 2021, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Leon Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

EXHIBITS:

- A. Watson Ranch Lot 10 VTM Conditions of Approval
- B. Master Conditions of Approval for AC-1 Portion of Watson Ranch (Resolution 2020-106)
- C. Watson Ranch Lot 10 Vesting Tentative Subdivision Map (PL21-0013)

EXHIBIT A

SPECIFIC CONDITIONS – WATSON RANCH LOT 10 VESTING TENTATIVE MAP

Planning Conditions

APPROVAL, EXHIBITS, AND EXPIRATION

<i>Specific Condition</i>	<i>Developer Obligations</i>	<i>Mechanism</i>	<i>Implementation</i>	<i>Status</i>
1.	The Vesting Tentative Subdivision Map for Watson Ranch Phase Lot 10 (PL21-0013; APN 059-430-015 and 059-430-016) (sometimes referred to herein as “Watson Ranch Lot 10 VTM” and sometimes referred to herein as the “Project”) to subdivide Large Lot 10 (approximately) into 219 house lots and 6 parcels, is approved as shown on the Vesting Tentative Map for Watson Ranch Lot 10 prepared by Carlson, Barbee & Gibson, revised through August, 2021, consisting of multiple sheets, marked “Exhibit C” to the Resolution approving Watson Ranch Lot 10 VTM, and on file in the Community Development Department. The final map for Watson Ranch Lot 10 VTM is referred to herein as the “Final Map.”	Watson Ranch Lot 10 VTM	Final Map Recordation	Applicable
2.	The Master Conditions adopted for the AC-1 Portion of the Watson Ranch Specific Plan are attached hereto and incorporated herein by this reference as if set forth herein in full, and shall apply to the Project where relevant, i.e., where such Master Conditions set general principles applicable to all Parcels comprising the AC-1 portion of the Watson Ranch Specific Plan, and/or where such Master Conditions set specific requirements relating to Lot 10, which Lot 10 comprises the land within the Watson Ranch Lot 10 VTM.	SIA	Execution of SIA	Applicable
3.	Development of the subdivision and the individual lots comprising Watson Ranch Lot 10 VTM shall be subject to the Watson Ranch Lot 10 Residential Design Guidelines, on file in the Community Development Department.	Design Guidelines	Building Permit	Applicable
4.	WATSON RANCH LOT 10 VTM shall have that life set forth in the Watson Ranch Specific Plan Development Agreement (Development Agreement).	Development Agreement	Final Map	Applicable
5.	Applicant shall defend, indemnify, and hold harmless the City of American Canyon, its elected and appointed officials, employees, volunteers, and legal counsel, as set forth in the Development Agreement.	Development Agreement	Final Map	Applicable

6.	Applicant shall be responsible for paying for charges related to the processing of WATSON RANCH LOT 10 VTM as set forth in the Development Agreement.	Development Agreement	Final Map	Applicable
7.	Street names within WATSON RANCH LOT 10 VTM shall be subject to City review and approval prior to recordation of the Final Map.	Specific Condition	Final Map	Applicable
8.	Compliance of the Project with City's Inclusionary Housing Requirements is as set forth in the Development Agreement.	Development Agreement	Sale of Parcel 24	Completed
9.	Applicant shall make all public dedications shown on WATSON RANCH LOT 10 VTM through the Final Map, and City shall accept those public dedications.	Final Map	Recordation	Applicable
10.	Prior to the approval of the Final Map, the applicant shall provide a landscaping strip along the north side of Rio Del Mar to compliant with the Watson Ranch Specific Plan and reviewed and found satisfactory by the Community Development Director.	Specific Condition	Final Map	Applicable
11.	Prior to the approval of the Final Map, the applicant shall provide a fence or wall along the north side of Rio Del Mar to be reviewed and found satisfactory by the Community Development Director.	Specific Condition	Final Map	Applicable

Public Works Conditions

GENERAL CONDITIONS OF APPROVAL

<i>Specific Condition</i>	<i>Developer Obligations</i>	<i>Mechanism</i>	<i>Implementation</i>	<i>Status</i>
12.	Applicant's responsibility for fees and costs relating to Final Map check, Improvement Plans check, inspections, and all other related City acts shall be as set forth in the Development Agreement.	Development Agreement	Relevant City Act	Applicable
13.	All improvements shall be designed in accordance with the City's American Canyon Municipal Code (ACMC), Engineering Standard Plans and Specifications for Public Improvements (City Standards), except as specifically noted otherwise in these Specific Conditions or the Development Agreement.	City Standards	Relevant SIA, Building Permits, Certificates of Occupancy	Applicable
14.	All proposed new utilities to serve the Project, both on-site and along Project frontages, shall be placed underground. Exceptions may be allowed for surface mounted transformers, pedestal mounted terminal boxes, and meter cabinets.	Specific Conditions	SIA	Applicable

15.	Unless otherwise explicitly permitted by the Development Agreement, all existing wells, septic tanks and/or underground fuel storage tanks shall be abandoned under permit and inspection of Napa County Department of Environmental Services or other designated agency. If there are none, the Project engineer shall provide a letter describing the scope of the search done to make this determination.	Development Agreement	Relevant Permit	Applicable
16.	A detailed Soils Investigation/Geotechnical Report shall be prepared and submitted for review. The report shall address, at a minimum, potential for liquefaction, R-values, expansive soils and seismic risk. The improvement plans shall incorporate all design and construction criteria recommended in the Geotechnical Report.	Specific Conditions	Improvement Plans Submittal	Applicable
17.	A Drainage Report prepared by a California Registered Civil Engineer shall be submitted for review with the initial submittal of the Improvement Plans. The Drainage Report shall include hydrologic and hydraulic calculations to support the design and sizing of all public and private drainage facilities including storm drains, detention facilities, and weirs. The report shall include hydraulic grade line profiles for all proposed storm drains for the 10-year, 25-year and 100-year storm events.	Specific Conditions	Improvement Plans Submittal	Applicable
18.	A detailed Post-Construction Stormwater Control Plan (SWCP) that identifies and sizes all permanent post-construction stormwater treatment BMPs shall be prepared and submitted for review approval. The Plan shall be prepared in accordance with the latest edition of the <i>Bay Area Stormwater Management Agencies Association (BASMAA) Post-Construction Manual</i> and the requirements of the State Water Resources Control Board Phase II Municipal Separate Storm Water System (MS4) General Permit (Order 2013-0001 DWQ).	Specific Conditions	Improvement Plans Submittal	Applicable
19.	A Post Construction Stormwater Operations and Maintenance Plan that includes a plan sheet showing all storm drain and water quality infrastructure that is to be maintained, along with detailed instructions and schedules for the ongoing maintenance and operation of all post-construction stormwater BMPs shall be submitted for review and approval by the City Engineer. Once approved, the Applicant shall enter into an agreement (transferable to future Homeowner's Association) with the City that provides the terms,	Specific Conditions	Improvement Plans Submittal	Applicable

	conditions, and security associated with the ongoing requirements of the Post Construction Stormwater Best Management Practices.			
20.	Final Maps, as defined in the Subdivision Map Act, shall be prepared by a licensed surveyor or civil engineer. Final Maps shall show all lots, parcels, rights-of-way, and easement(s), and shall be submitted to the City Engineer for review. Final Maps shall be in substantial conformance with the approved VTM WATSON RANCH LOT 10 and all applicable Conditions of Approval. Final Maps shall be approved by the City and recorded with the Napa County Recorder. Closure calculations shall be provided at the time of each initial Final Map submittal. All calculated points within the Final Maps shall be based upon one common set of coordinates. All information shown on the Final Maps shall be directly verifiable by information shown on the closure calculation printout. The point(s) of beginning shall be clearly defined. All lot acreages shall be shown on the Final Maps and shall be verifiable from information shown on the closure calculation printout. A current title report shall be submitted at the time of each initial Final Map submittal.	Specific Conditions	Final Map Approval and Recordation	Applicable
21.	Where relevant, Applicant shall secure all necessary rights-of-way and public and private easements for both onsite and offsite Public Improvements, pursuant to the Development Agreement. Public rights-of-way and easements shall be dedicated to the City on the Final Map or granted by separate instrument, all pursuant to the Development Agreement. If granted by separate instrument, Applicant shall prepare all necessary legal descriptions and deeds.	Specific Conditions	Final Map Dedication and Recordation	Applicable
22.	To the extent any offsite Public Improvements require the acquisition of property not currently owned by Applicant or the City, the Development Agreement shall apply, and if the Development Agreement does not address the issue, the California Subdivision Map Act shall apply.	Specific Conditions	Final Map Submitted	Applicable
23.	Applicant shall transmit by certified mail a copy of VTM WATSON RANCH LOT 10 to each public entity or public utility that is an easement holder of record on the land comprising the Final Map.	Specific Conditions	Pre Final Map Recordation	Applicable
24.	Applicant shall submit all site Improvement Plans, prepared by a registered Civil Engineer, for review and approval of the City. Please be aware that this is separate submittal from the building permit application. The final plan set shall include all civil, landscape and	Specific Conditions	Improvement Plans Submittal	Applicable

	joint trench drawings under a single cover sheet. Applicant shall submit a Rough Grading Plan for all phases for review and approval of the City. Rough Grading Plan approval and site grading may commence prior to Improvement Plan and Final Map approval. An Encroachment Permit shall be required for any work within City right of way, unless explicitly not required by the City.			
25.	All Public Improvements, including without limitation street, water mains, sewer mains, recycled water facilities, and storm drains shall be clearly labeled as "Public" on the Improvement Plans, along with clear demarcation points where they become Public. Likewise, all Private Improvements, including without limitation, retention basins, shall be clearly labeled as "Private " on the Improvement Plans, along with clear demarcation points.	Specific Conditions	Improvement Plans Submittal	Applicable
26.	Cathodic protection shall be provided for all water valves, fittings, hydrants, meters, backflow devices and other metal appurtenances, regardless of the findings of any soils corrosivity analysis. Cathodic protection details shall be included in the Improvement Plans.	City Standards	During Construction	Applicable
27.	All public water service laterals or services (domestic, recycled and fire water) shall include approved backflow prevention devices.	City Standards	During Construction	Applicable
28.	Applicant shall keep adjoining public streets free and clean of Project dirt, mud, materials, and debris during the construction period, as is found necessary by the City Engineer.	Specific Conditions	During Construction	Applicable
29.	If any hazardous material is encountered during any construction, all construction work shall immediately stop, and the Fire Department, Napa County Department of Environmental Services, or other designated agency, and the City Inspector, shall be notified immediately. Construction work shall not recommence until clearance has been issued by appropriate agencies.	Specific Conditions	During Construction	Applicable
30.	Prior to final preparation of the subgrade and placement of base materials, all underground utilities shall be installed, and service connections stubbed out behind the sidewalk. All public utilities, cable TV, sanitary sewers, and water lines, shall be installed in a manner that, where possible, will not result in disturbing the street pavement, curbs, gutters, and sidewalks when future service connections or extensions are made.	Specific Conditions	During Construction	Applicable

31.	Where soil or geologic conditions encountered in grading operations are different from that anticipated in the soil and/or geologic investigation report, or where such conditions warrant changes to the recommendations contained in the original soil investigation, a revised soil or geologic report shall be submitted for approval by the City Engineer. Additionally, if field conditions warrant installation of any subdrains, the location, size and construction details shall be provided to the City for review and approval prior to construction.	Specific Conditions	During Construction	Applicable
32.	All new fire hydrants shall be covered with burlap coverings until the hydrants have been tested and found to be in conformance with City flow requirements. No storage of combustible materials or construction of building(s) shall be permitted on-site until all hydrants meet City flow requirements, or until alternative fire protection measures are in place, as determined by the City.	Specific Conditions	Pre- and during construction	Applicable
33.	Prior to placing the final lift of asphalt, all public storm drains and sanitary sewer lines shall be video inspected at Applicant's expense. All video tapes shall be submitted to the City. If any inadequacies are found by City, such inadequacies shall be repaired prior to the placement of the final lift of asphalt.	Specific Conditions	Prior to placing the final lift of asphalt	Applicable
34.	All streets, curbs, gutters, sidewalks, or other public facilities damaged in the course of construction associated with the Project shall be the responsibility of Applicant and shall be repaired to the satisfaction of the City, at Applicant's expense.	Specific Conditions	During and post Construction	Applicable
35.	After all of the new underground utilities within public streets have been installed, where necessary, the affected areas shall be milled and repaved to present a neat finished pavement area. Multiple trench patches are not acceptable.	Specific Conditions	SIA	Applicable
36.	All construction stormwater pollution prevention best management practices (BMP's) shall be installed as the first order of work and in accordance with the <i>State Water Resources Control Board's General Construction Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order 2009-0009-DWQ)</i> and Applicant's Storm Water Pollution Prevention Plan (SWPPP). All stormwater BMP's shall be maintained to the satisfaction of the Qualified SWPPP	Specific Conditions	Pre-Construction	Applicable

	Developer (QSD), Qualified SWPPP Practitioner (QSP), and the City Engineer.			
37.	Construction and grading activities on the site shall be limited to the hours between 7:00 a.m. and 6:00 p.m., Monday through Friday, and 9:00 a.m. and 5:00 p.m. on Saturday. Work on Sunday and holidays shall require approval from the City Engineer. If Sunday and/or holiday work is approved, construction and grading activities on the site shall be limited to the hours between 10:00 a.m. and 6:00 p.m. on Sundays and State and Federal holidays.	Specific Conditions	Any Construction and Grading Activity	Applicable
38.	In accordance with the Development Agreement, City shall execute any and all Will-Serve Letter(s) and Water Supply Report(s) that will quantify the new potable water demand for the proposed development and will identify the necessary mitigation for the development's demands with "wet-water" offsets with one or more of the options set forth in the Development Agreement.	Specific Conditions	Relevant Permit	Applicable
39.	All Public Improvement landscaping shall be designed to use recycled water for irrigation. Recycled water landscaping shall be designed to comply with California Code of Regulations Title 22 and shall include design details to prevent runoff of recycled water. The irrigation system shall include an ET/SMART controller.	Specific Conditions	Improvement Plans Submittal	Applicable
40.	With the exception of water used for loading and testing of potable water lines, all construction water used for the project shall be obtained from a source other than American Canyon potable water sources. The Applicant shall provide verification that an outside source of construction water, e.g., recycled water, has been established and will be available for the duration of the project construction.	Specific Conditions	During Construction	Applicable

SPECIAL CONDITIONS OF APPROVAL

<i>Specific Condition</i>	<i>Developer Obligation</i>	<i>Mechanism</i>	<i>Implementation</i>	<i>Status</i>
41.	Applicant shall submit Improvement Plans prepared by a registered Civil Engineer (Engineer of Record) in substantial conformance with VTM WATSON RANCH LOT 10 (Sheets TM-1 through TM-8), prepared by CBG Civil Engineers dated July 19, 2021, except as modified by these conditions. This shall be a single set of improvement plans for all of the improvements in all phases.	Specific Condition	Improvement Plans Submittal	Applicable

42.	All on-site (defined as within the boundaries of VTM WATSON RANCH LOT 10) and off-site (defined as outside the boundaries of VTM WATSON RANCH LOT 10) Public Improvements constructed by Developer shall be dedicated to, and accepted, operated, and maintained by, City.	Specific Condition	Final Map Recommendation; Relevant Acceptance	Applicable
43.	Applicant shall construct all of the on-site and off-site Public Improvements as shown on VTM WATSON RANCH LOT 10); although, construction may be phased to correspond with the boundaries of each final map. Loop Road and Rio Del Mar improvements, including the improvements fronting VTM WATSON RANCH LOT 10, will be constructed by others.	Specific Condition	Relevant Approval	Applicable
44.	Applicant shall construct all of the on-site and off-site Private Improvements as shown on VTM WATSON RANCH LOT 10.	Specific Condition	Relevant Approval	Applicable
45.	<p>Applicant shall construct all of the on-site and off-site Public Improvements as shown on VTM WATSON RANCH LOT 10 except as modified below:</p> <ul style="list-style-type: none"> a. The 4" beveled curb and gutter shown on Sections A-A, B-B and E-E in Sheet TM-2.1 does not meet City Standards and is not acceptable. Improvement Plans shall show 6" curb and gutter conforming to City Standard 3.06 and 3.07. b. It is acceptable not to show driveway locations in the interim but it would need to be detailed in the Improvement Plans conforming to City Standards or custom designed to fit within constraints. CBG shall coordinate with the City on the final configuration of the driveway. c. Redesign the east curb ramps along Street F in the intersections of Court G and Court H to eliminate sidewalk taper. d. Cul-de-sacs at end of Courts A, D, E and F shall conform to City Standard 3.03. Otherwise, provide a letter from Recology that non-standard cul-de-sac is acceptable in terms of collection truck movement. Additionally, the Design and Construction Request shall be approved by the Public Works Director. e. The proposed domestic water main in Court C shall be extended south through Parcel B and tied into the water main in Rio Del Mar. 	Specific Condition	Relevant Approval	Applicable

	f. The EVAs shall be paved with an asphalt concrete surface or with an alternative pavement surface as approved by the City Engineer.			
46.	<p>Prior to the submittal of any Improvement Plans, Applicant shall:</p> <ul style="list-style-type: none"> a. Submit the City's "Improvement Plan Checklist" to City. b. Be responsible for Improvement Plan check services, as set forth in the Development Agreement. c. Provide the following: <ul style="list-style-type: none"> (1) Public Street Repair Plan (2) Utility Plan and Joint Trench Plan (3) Construction Storm Water Pollution Prevention Plan (SWPPP) (4) Drainage Report (5) Post-Construction Stormwater Runoff Management Plan (SRMP) (6) Geotechnical Report (7) Soil Corrosivity Analysis (8) Construction Traffic Control Plan. 	Specific Condition	Prior to the submittal of any Improvement Plans	Applicable
47.	<p>Prior to APPROVAL OF THE IMPROVEMENT PLANS, the Applicant shall:</p> <ul style="list-style-type: none"> a. Provide written acknowledgment by the Geotechnical Engineer of Record that the Plans incorporate all design and construction criteria specified in the Geotechnical Report. b. Furnish proof of the acquisition of all rights of entry and/or temporary and permanent easements necessary to construct the project and the location of all such rights on the Plans. c. Fill out and submit the City's Erosion and Sediment Control Template. d. Furnish proof that all permits that may be required by the California Department of Fish & Wildlife, State and Regional Water Quality Control Board, US Army Corps of Engineers and any other regulatory 	Specific Condition	Prior to approval of Improvement Plans	Applicable

	<p>agencies with jurisdiction over the proposed construction have been obtained.</p> <p>e. Submit a copy of the Notice of Intent and WDID# for coverage under the State Water Resources Control Board' General Construction Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order 2009-0009-DWQ).</p>			
48.	<p>Unless otherwise specified in the Development Agreement, prior to commencement of construction activities, Applicant shall:</p> <p>a. Pay off all current account balances with the City of American Canyon.</p> <p>b. Pay any inspection fees pursuant to the Development Agreement.</p> <p>c. Conduct a pre-construction meeting with representatives of the City whereby Applicant, the Legally Responsible Party (LRP), Qualified SWPPP Practitioner (QSP), Qualified SWPPP Developer (QSD), and/or the Contractor provides the following:</p> <p>(1) Six (6) full-size bond copies of the approved Improvement Plans for the City's use.</p> <p>(2) One (1) job-site copy of the latest edition of the City Standards for the Contractor use.</p> <p>(3) One (1) job-site copy of the SWPPP for use by the LRP, QSP, QSD, and Contractor.</p>	Specific Condition	Prior to Commencement of Construction	Applicable
49.	<p>The VTM WATSON RANCH LOT 10 states that multiple final maps may be filed and shows a preliminary phasing between Phase 1 and Phase 2 final maps. Prior to RECORDATION OF EACH FINAL MAP, the Applicant shall:</p> <p>a. Construct all of the Public and Private Improvements within that final map phase to the satisfaction of the City. Alternatively, the Applicant may enter into a Subdivision Improvement Agreement with the City agreeing to complete all of the Public and Private Improvements within that final map phase prior to Occupancy of the first unit on that final map. Such an Agreement will require the Applicant to provide bonds, proof of workers compensation insurance, and general liability insurance in the forms and amounts as deemed satisfactory to the City.</p>			

	<p>b. Generally, in substantial conformance with that which is shown on the approved VTM WATSON RANCH LOT 10, convey all easements and dedications, public and private, for the construction, use and/or maintenance of roads or other access, drainage facilities, utilities and post-construction storm water management facilities on within each Final Map on said Final Map or by separate instruments. All dedications to the City shall be irrevocable offers of dedication. Specific public offers of dedication include:</p> <ul style="list-style-type: none"> i. Streets A though F and Courts A through I for public road and utility purposes. ii. Approximately 0.83 acres of additional right-of-way for public road and utility purposes for the realigned Rio Del Mar. iii. Parcels B though F in fee for emergency vehicle access and public access. iv. Public utility easements (PUEs) as shown on the VTM WATSON RANCH LOT 10. <p>c. Vacate the existing 20-foot-wide public access easement along the north line of the VTM WATSON RANCH LOT 10.</p> <p>d. Dedicate by separate instrument for public road and utility purposes that portion of Street A lying within Watson Ranch Lot 8.</p> <p>e. Furnish proof of the payment of the mapping service fee as required by Napa County Board of Supervisors Resolution No. 92-119.</p>			
50.	<p>Prior to release of Project Bonds, Applicant shall:</p> <ul style="list-style-type: none"> a. Submit an inspector's punch list indicating that all of the improvements are constructed to the satisfaction of the City Engineer. b. Restore all adjacent off-site road surfaces to pre-Project conditions. c. Submit a certification by the Geotechnical Engineer of Record that all the work has been completed in substantial conformance with the recommendations in Soils Investigation/Geotechnical Report. d. Submit testing certification all backflow devices installed. e. Provide a bond and digital copy of the Improvement Plans and Rough Grading Plans that include all as-built or field changes, in digital 	Specific Condition	Prior to release of project Bond's.	Applicable

	<p>AutoCAD (.dwg) compatible with the City's current version.</p> <p>f. Provide proof that all relevant Conditions of Approval have been satisfied.</p> <p>g. Provide a letter from the Civil Engineer of Record certifying that all the site improvements were constructed in substantial conformance with the approved Improvement Plans and City Standards.</p> <p>h. Provide proof from the Architect of Record, Structural Engineer of Record and/or other design professionals who signed the building permit plan submittal indicating that all building improvements have been constructed in substantial conformance with relevant plans.</p> <p>i. Execute Post-Construction Stormwater Operations and Maintenance Agreement with the City.</p> <p>j. Enter into a Recycled Water User's Agreement with the City.</p>			
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Fire District Conditions

GENERAL - FIRE

<i>Specific Condition</i>	<i>Developer Obligation</i>	<i>Mechanism</i>	<i>Implementation</i>	<i>Status</i>
51.	In accordance with the standard mitigation measures and conditions of approval set forth by the American Canyon Fire Protection District, the developer shall pay the Fire and Paramedic Impact Fee.	Specific Condition	Issuance of Building Permit	Applicable
52.	Fire District plan review shall be based on the information submitted at the time of permit application. Any changes to the approved/permitted scope of work including additions, alterations, demolition, repair or a change in occupancy/use may impact the Project requirements, including but not limited to the installation of additional fire protection systems or components.	Specific Condition	Relevant Permit	Applicable

ACCESS - FIRE DEPARTMENT

<i>Specific Condition</i>	<i>Developer Obligation</i>	<i>Mechanism</i>	<i>Implementation</i>	<i>Status</i>
53.	Fire Apparatus Access Roads shall be designed in accordance with provisions set forth in the California Fire Code Chapter 5 and Appendix D as amended by the American Canyon Fire Protection District and the applicable Public Works Standard.	Specific Condition	Pre-Construction	Applicable
54.	Fire apparatus access shall be provided to within 150 feet of the most remote portions of all buildings from an approved exterior route. The final design of fire department access components shall be reviewed and approved by the Fire Chief prior to installation.	Specific Condition	Pre-Construction	Applicable
55.	Fire apparatus access roads shall have an unobstructed minimum width of 20 feet (curb to curb) and a minimum unobstructed vertical clearance of 13' 6". They shall have an all-weather paved surface capable of supporting a GVW of 71,000 pounds.	Specific Condition	Pre-Construction	Applicable
56.	Access roads shall be completed with all-weather surfaces prior to the stockpiling of combustible materials or beginning combustible construction.	Specific Condition	Pre-Construction	Applicable
57.	When required by the chief, fire apparatus access roads shall be designated as Fire Lanes and appropriate signs and/or markings installed in accordance with the California Vehicle Code and approved City standards.	Specific Condition	Pre-Construction	Applicable

PROTECTION - FIRE

<i>Specific Condition</i>	<i>Developer Obligation</i>	<i>Mechanism</i>	<i>Implementation</i>	<i>Status</i>
58.	Fire Protection systems shall be installed in accordance with provisions set forth in the California Fire Code as amended by the American Canyon Fire Protection District and the applicable National Fire Protection Association Standard.	Specific Condition	Relevant Permit	Applicable
59.	Plans and calculations for all fire protection systems and features shall be submitted and approved prior to the issuance of a building permit.	Specific Condition	Building Permit	Applicable
60.	An approved water supply capable of supplying the required fire flow for fire protection systems shall be provided to all premises upon which facilities or buildings are hereby constructed or moved into or within the City. Required fire flow	Specific Condition	Relevant Permit	Applicable

	and hydrant distribution shall be in accordance with Appendix B and C of the California Fire Code.			
61.	All required inspection testing and maintenance of the water delivery system including hydrants and valves shall meet the standards adopted by the California State Fire Marshal and the American Canyon Fire Protection District including but not limited to the most current adopted editions of the California Code of Regulations Title 24, Part 9 (California Fire Code) and adopted NFPA Standards.	Specific Condition	SIA	Applicable

CONSTRUCTION - FIRE

<i>Specific Condition</i>	<i>Developer Obligation</i>	<i>Mechanism</i>	<i>Implementation; Parcel #</i>	<i>Status</i>
62.	New buildings and additions to existing buildings shall conform to requirements set forth in the currently adopted editions of the California Building Code, California Fire Code, city standards and nationally recognized standards.	Specific Condition	Relevant Permit	Applicable
63.	Buildings undergoing construction shall maintain fire safety at all times. Construction practices shall be in accordance with Chapter 14 of the California Fire Code. Hot work shall be performed in accordance with Chapter 26 of the California Fire Code.	Specific Condition	During Construction	Applicable

APPLICABLE MITIGATION MEASURES FROM THE WATSON RANCH PROGRAM EIR

Mitigation Measures with strikethrough text do not apply.

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
Section 4.1: Aesthetics					
<p>Mitigation Measure 4.1-1: Water Tank Visibility. As required by the 2004 <i>Proposed Water Tanks (2) Mitigated Negative Declaration</i>, construction plans for the Zone 3 water tank shall incorporate the following mitigation:</p> <ol style="list-style-type: none"> 1. A landscaped earthen berm shall be constructed around the tank site to eliminate direct views of the water tank as much as feasible from the areas surrounding the tank site. The earthen berm shall be landscaped with trees and other vegetation suitable to the City, such as evergreen trees, to screen the water tank from surrounding areas, reduce soil erosion, and blend the berm with the surrounding vegetation. 2. The water tank shall be painted a neutral color deemed appropriate by the City so the tank blends with the surrounding hillside vegetation as much as possible. 	Approval of water tank plans	Prior to issuance of grading permit	City of American Canyon		
<p>Mitigation Measure 4.1-3: Lighting Plan. Prior to any site disturbance activities, the Project Applicant shall submit a construction lighting plan to the City for approval. The construction lighting plan shall ensure that the minimum amount of lighting is used to meet safety requirements and to ensure that limited spillover occurs to nearby sensitive uses. All lighting shall be directed downward and away from surrounding land uses.</p>	Approval of construction lighting plan	Prior to any site disturbance activities	City of American Canyon		

Section 4.2: Air Quality and Greenhouse Gas Emissions				
<p>Mitigation Measure 4.2-1: Construction Fugitive Dust Emissions. The following Bay Area Air Quality Management District (BAAQMD) Best Management Practices (BMPs) and additional mitigation measures for fugitive dust control shall be required for all construction activities within the project area. These measures would reduce fugitive dust emissions primarily during soil movement and grading, but also during vehicle and equipment movement on unpaved project sites.</p> <p><i>Basic BMPs that Apply to All Construction Sites</i></p> <ol style="list-style-type: none"> 1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. 2. All haul trucks transporting soil, sand, or other loose material off site shall be covered. 3. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. 4. All vehicle speeds on unpaved roads shall be limited to 15 miles per hour (mph). 5. All streets, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. 6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of CCR). Clear signage shall be provided for construction workers at all access points. 7. All construction equipment shall be maintained and properly tuned in accordance with manufacturer’s specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. 	<p>Notes on construction plans; site inspections to verify BMPs are implemented</p>	<p>During construction activities</p>	<p>City of American Canyon</p>	

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>8. A publicly visible sign shall be posted with the telephone number and person to contact regarding dust complaints. This person shall respond and take corrective action, if necessary, within 48 hours. BAAQMD’s phone number shall also be visible to ensure compliance with applicable regulations.</p> <p><i>Additional BMPs that Apply to All Construction Sites</i></p> <ol style="list-style-type: none"> 1. All exposed surfaces shall be watered at a frequency adequate to maintain minimum soil moisture of 12 percent. Moisture content may be verified by lab samples or moisture probe. 2. All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph. 3. Wind breaks (e.g., trees, fences) shall be installed on the windward side(s) of actively disturbed areas of construction. Wind breaks shall have at maximum 50 percent air porosity. 4. For areas that are to remain open space (e.g., not a road, building, or otherwise structurally covered area), vegetative ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established. 5. All trucks and equipment, including their tires, shall be washed off prior to leaving the site. 6. Site accesses to a distance of 100 feet from the paved road shall be treated with a 6- to 12-inch compacted layer of wood chips, mulch, or gravel. 7. Sandbags or other erosion control measures shall be installed to prevent silt runoff to public roadways from sites with a slope greater than 1 percent. <p>Before starting on-site construction activities, the contractor or Project Applicant shall submit a site-specific dust control plan (Plan) to the American Canyon Planning Division for review and approval. The Project Applicant shall ensure that all applicable requirements of the Plan have been incorporated into the contract specifications. The Plan shall state, in reasonable detail, how the Contractor shall meet the requirements above. The Plan shall include a certification statement that the Contractor agrees to comply fully with the Plan.</p>					

<p>Mitigation Measure 4.2-2: Operational Emissions Reductions. The total reduction in ROG and NO_x emissions that would be achieved from implementation of Mitigation Measure 4.2-2a, the TDM program, and Mitigation Measure 4.2-2b, the CAP mitigation strategies, would be calculated at the time the final TDM program and CAP strategies are determined. If the ROG and NO_x emissions reduction from implementation of Mitigation Measures 4.2-2a and 4.2-2b are determined by a qualified air quality expert to reduce the project's emissions to below the BAAQMD operational thresholds contained in the 2017 BAAQMD CEQA Air Quality Guidelines, no further mitigation would be required. If the ROG and NO_x emissions reduction from implementation of Mitigation Measures 4.2-2a and 4.2-2b do not reduce the project's emissions to below the BAAQMD operational thresholds identified in the 2017 BAAQMD CEQA Air Quality Guidelines, Mitigation Measure 4.2-2c, purchase of emission offsets, would be pursued.</p>					
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Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>Mitigation Measure 4.2 2a (same as Mitigation Measure 4.12 3a in Section 4.12, Transportation and Traffic): Transportation Demand Management (TDM) Program.</p> <p>Prior to issuance of the first building permit for the non-residential use areas (i.e., Napa Valley Ruins & Gardens [NVR&G] and hotel), the Project Applicant shall develop a TDM program for the non-residential use areas (i.e., NVR&G and hotel) and shall submit the TDM program to the City Department of Public Works for review and approval. A qualified air quality expert shall prepare a calculation of the ROG and NO_x emissions reductions that would result from implementation of the TDM program. The Project Applicant shall be responsible for funding and overseeing the delivery of trip reduction/TDM proposed programs and strategies, which may include, but are not limited to, the following:</p> <ol style="list-style-type: none"> 1. Establishment of carpool, buspool, or vanpool programs; 2. Vanpool purchase incentives; 3. Cash allowances, passes or other public transit subsidies and purchase incentives; 4. Preferential parking locations for ridesharing vehicles; 5. Computerized commuter rideshare matching services; 6. Guaranteed ride home program for ridesharing; 7. Bicycle programs including bike purchase incentives, storage, and maintenance programs; 8. On-site car share and bike share service; 9. Preparation of a Parking Management Plan to address parking accommodations for large events; 10. Designation of an on-site transportation coordinator for the project; 11. Transit and trip planning resources such as commute information kiosk; 12. Employer provided showers, changing rooms, and clothing lockers for office employees that commute via active transportation; 13. Bicycle route mapping resources; 14. Participation in future citywide Transportation Management Association (TMA); and 	Approval of TDM Program	Prior to issuance of first building permit for the nonresidential use area (i.e., NVR&G and hotel)	City of American Canyon		

<p>15. Submit annual reports to the City regarding TDM activities.</p>					
<p>Mitigation Measure 4.2-2b: Operational Emissions Reduction Strategies. To reduce ROG and NO_x emissions within the project site, the project shall include feasible operational emissions reduction strategies as part of its final design. The specific strategies may include, but are not limited to, the measures described below; however, other measures may be implemented:</p> <ul style="list-style-type: none"> o Prior to issuance of the first building permit for each phase of the project, the Project Applicant shall develop operational emissions reduction strategies, which could include the mitigation strategies identified in Table 4.2-8, Summary of Operational CAP Mitigation Strategies, to provide options for reducing ROG and NO_x emissions from operation of the project. The operational emissions reduction strategies shall be submitted to and approved by the City, prepared by a qualified air quality technical expert, and evaluate the emissions reduction strategies in relation to the project's emissions. 	<p>Recommendations from Air Quality Technical Report that identify updated project emissions calculations and feasible operational emissions reduction strategies</p>	<p>Prior to issuance of the first building permit for the project</p>	<p>City of American Canyon</p>		

	Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
					Date	Initial
	<p>Mitigation Measure 4.2-2c: Purchase Emission Offsets. Prior to the issuance of the final Certificate of Occupancy for Phase 1 or prior to the issuance of the first residential building permit in Phase 2, whichever occurs first, the Project Applicant would, partially or wholly, purchase offset credits if determined to be feasible based on information available at the time implementation would be required. To reduce ROG and NO_x emissions depending on the reductions achieved through Mitigation Measure 4.2-2a and Mitigation Measure 4.2-2b, and if this mitigation is implemented.</p> <ul style="list-style-type: none"> ○ The Project Applicant or its designee shall pay a mitigation offset fee to the BAAQMD Bay Area Clean Air Foundation (Foundation)¹ in an amount to be determined at the time of the impact. The fee would offset emissions that exceed the threshold of significance after implementation of Project- Level Reduction Strategies and the TDM Program described above to the extent feasible. ○ The Project Applicant would implement Mitigation Measure 4.2-2c through payment of a mitigation offset fee to the BAAQMD’s Foundation in an amount not to exceed \$30,000 per weighted ton per year of ozone precursors per year requiring emissions offsets plus a 5 percent administrative fee to fund one or more emissions reduction projects within the San Francisco Bay Area Air Basin (SFBAAB). The fee shall be determined by the City of American Canyon Planning Division in consultation with the Project Applicant and be based on the type of projects available at the time of the payment. The offset fee is calculated to be “roughly proportional” to the operational air quality impacts. Documentation of payment shall be provided to the City of American Canyon or its designated representative. <p>The current process for payment of offset fees is detailed above. As required by this mitigation measure, payment of offset fees would proceed according to BAAQMD procedures when initiated. The Project Applicant or its designee would enter into a memorandum of understanding (MOU) with the BAAQMD’s Foundation. The MOU would include details regarding the funds to be paid, the administrative fee, and the timing of the emissions reduction project. Acceptance of this fee by the BAAQMD shall serve as an</p>	Bay Area Air Quality Management District Memorandum of Understanding	Prior to the issuance of the final Certificate of Occupancy for Phase 1 or prior to the issuance of the first residential building permit in Phase 2, whichever occurs first	City of American Canyon		

¹ More information on the Bay Area Clean Air Foundation can be found at Bay Area Air Quality Management District (BAAQMD), Bay Area Clean Air Foundation, 2015, available at <http://www.baaqmd.gov/about-the-air-district/bay-area-clean-air-foundation>.

<p>acknowledgment and commitment by the BAAQMD to (1) implement an emissions reduction project(s) within a timeframe to be determined based on the type of project(s) selected and after receipt of the mitigation fee to achieve the emission reduction objectives specified above, and (2) provide documentation to City of American Canyon or its designated representative and to the Project Applicant describing the amount of and the project(s) funded by the mitigation fee, including the amount of emissions of ROG and NO_x reduced (tons per year) within SFBAAB from the emissions reduction project(s). If there is any remaining unspent portion of the mitigation offset fee following implementation of the emission reduction project(s), the Project Applicant shall be entitled to a refund in that amount from the BAAQMD. To qualify under this mitigation measure, the specific emissions retrofit project must result in emission reductions within SFBAAB that would not otherwise be achieved through compliance with existing regulatory requirements.</p>					
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Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>Mitigation Measure 4.2-3a: <i>Architectural Coatings</i>. The applicant shall use low-VOC architectural coatings during construction for all buildings, which shall have VOC content that is more stringent than local requirements prescribed in Bay Area Air Quality Management District (BAAQMD) Regulation 8 Organic Compounds, Rule 3 Architectural Coatings as revised on July 1, 2009. Coatings that meet the “super-compliant” VOC standard of less than 10 grams of VOC per liter of paint would qualify.</p>	Notes on construction plans indicating the use of low-VOC architectural coatings during construction of all buildings	Prior to issuance of building permits	City of American Canyon		
<p>Mitigation Measure 4.2-3b: <i>Tier 4 Construction Equipment</i>. To reduce construction emissions to below the 2017 BAAQMD CEQA Air Quality Guidelines, prior to start of construction activities after the occupancy of Phase 1, the Project Applicant shall submit to the City either:</p> <ul style="list-style-type: none"> • Documentation showing that all off-road construction equipment used prior to the start of construction activities after the occupancy of Phase 1 with greater than 25 hp and operating for more than 20 hours total over the entire duration of construction activities shall have engines that meet or exceed either U.S. Environmental Protection Agency (USEPA) or California Air Resources Board (CARB) Tier 4 off-road emission standards. <p>or,</p> <ul style="list-style-type: none"> • Provide supplemental analysis prepared by a qualified air quality specialist to show that emissions of ROG and NO_x would not exceed the thresholds from the 2017 BAAQMD CEQA Air Quality Guidelines using other methods. 	Documentation of compliance with the 2017 BAAQMD CEQA Air Quality Guidelines based on the type of construction equipment used or supplemental analysis prepared by a qualified air quality specialist	Prior to the start of construction activities after the occupancy of Phase 1	City of American Canyon		

<p>Mitigation Measure 4.2-5: Construction Emissions Minimization. To reduce construction emissions to below the thresholds identified in the 2017 BAAQMD CEQA Air Quality Guidelines, prior to the start of construction of each of the following—Phase 1 area south of the NVR&G and the off-site Rio Del Mar roadway improvements and Phase 4—the Project Applicant shall submit to the City either:</p> <ul style="list-style-type: none"> • Documentation showing that all off-road construction equipment used in the southwestern portion of Phase 1 of construction (located directly south of Napa Valley Ruins & Gardens), the entirety of Phase 4 of construction, and the off-site Rio Del Mar roadway improvements with greater than 25 hp and operating for more than 20 hours total over the entire duration of construction activities shall have engines that meet or exceed either U.S. Environmental Protection Agency (USEPA) or California Air Resources Board (CARB) Tier 2 off-road emission standards and have been retrofitted with an CARB Level 3 Verified Diesel Emissions Control Strategy. Equipment with engines meeting Tier 4 Interim or Tier 4 Final off-road emission standards automatically meet this requirement. <p>or,</p> <ul style="list-style-type: none"> • Provide supplemental analysis prepared by a qualified air quality specialist to show health risks at on- and off-site sensitive receptors would not exceed the thresholds from the 2017 BAAQMD CEQA Air Quality Guidelines using other methods. 	<p>Documentation of compliance with the 2017 BAAQMD CEQA Air Quality Guidelines based on the type of construction equipment used or supplemental analysis prepared by a qualified air quality specialist</p>	<p>Prior to the start of construction of the Phase 1 area south of the NVR&G and the off-site Rio Del Mar roadway improvements and Phase 4</p>	<p>City of American Canyon</p>		
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Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>Mitigation Measure 4.2-7: GHG Emissions Reductions. The total reduction in GHG emissions that would be achieved from implementation of Mitigation Measure 4.2-2a, the TDM program, and Mitigation Measure 4.2-7a, the GHG reduction strategies, would be calculated at the time the final TDM program and GHG reduction strategies are determined. If the GHG emissions reduction from implementation of Mitigation Measures 4.2-2a and 4.2-7a are determined by a qualified air quality expert to reduce the project’s emissions to below the operational thresholds of 2.67 MT CO₂e per service population per year, no further mitigation would be required. If the GHG emissions reduction from implementation of Mitigation Measures 4.2-2a and 4.2-7a do not reduce the project’s emissions to below this threshold, Mitigation Measure 4.2-7b, purchase of GHG emission offsets, would be pursued.</p>					

<p>Mitigation Measure 4.2-7a: GHG Reduction Strategies. To reduce greenhouse gas (GHG) emissions within the project site and to maximize the project’s ability to achieve the GHG operational threshold of 2.67 MT CO₂e per service population per year, the project shall include feasible operational GHG emissions reduction strategies as part of its final design. The specific strategies of the program may include, but are not limited to, the measures described below; however, other measures may be implemented:</p> <ul style="list-style-type: none"> ○ All development shall, at a minimum, meet the Title 24, Part 6 (2016), standards, or the most current Title 24, Part 6, standard, whichever is more conservative. All residences shall meet the anticipated 2019 Title 24 Standards to achieve Zero Net Electricity. The GHG emissions benefit from residential Zero Net Electricity was included in the unmitigated inventory. ○ Prior to issuance of the first building permit for each phase of the project, the Project Applicant shall identify operational GHG emissions reduction strategies that could include the strategies identified in Table 4.2-14, Summary of Operational GHG Mitigation Strategies, which provides options for reducing GHG emissions from project operation. The operational GHG emissions reduction strategies shall be submitted to and approved by the City, developed by a qualified air quality technical expert, and evaluate the emissions reduction strategies in relation to the project’s emissions. 	<p>Calculations from a GHG technical expert based on specific strategies incorporated into the project</p>	<p>Prior to issuance of building permits for each phase</p>	<p>City of American Canyon</p>																		
<p>Table 4.2-14 Summary of Operational GHG Mitigation Strategies</p>																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Description</th> <th style="text-align: right; border-bottom: 1px solid black;">Approximate Reduction MT CO₂e/year^a</th> </tr> </thead> <tbody> <tr> <td>Exceed 2016 Title 24 (15%)</td> <td style="text-align: right;">354</td> </tr> <tr> <td>Exceed 2016 Title 24 (15%, electricity only, non-residential only)</td> <td style="text-align: right;">27</td> </tr> <tr> <td>High-efficiency lighting</td> <td style="text-align: right;">126</td> </tr> <tr> <td>Purchase 100% renewable electricity (non-residential benefit only, as residences assumed to achieve zero net electricity)</td> <td style="text-align: right;">709</td> </tr> <tr> <td>Zero net electricity—non-residential</td> <td style="text-align: right;">709</td> </tr> <tr> <td>Solar water heating</td> <td style="text-align: right;">317</td> </tr> <tr> <td>Solar panels</td> <td style="text-align: right;">484</td> </tr> </tbody> </table>						Description	Approximate Reduction MT CO ₂ e/year ^a	Exceed 2016 Title 24 (15%)	354	Exceed 2016 Title 24 (15%, electricity only, non-residential only)	27	High-efficiency lighting	126	Purchase 100% renewable electricity (non-residential benefit only, as residences assumed to achieve zero net electricity)	709	Zero net electricity—non-residential	709	Solar water heating	317	Solar panels	484
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Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
Residential electric vehicles					
Non-residential EV charging (5% of spaces; 54 total)					
Preferential parking locations for ridesharing vehicles; computerized commuter rideshare matching services; and/or guaranteed ride-home program for ridesharing					
On-site car share and bike share service					
Unbundled parking; shared parking; eliminate on-street parking					
Bicycle and pedestrian network					
Reduce distance to transit station					
Expand transit coverage					
Other traffic reductions (for every 1%)					
Smart traffic signals (or traffic signal synchronization)					
Institute recycling and composting services (additional 50% diversion)					
Solar swimming pool heating					
Planting trees					
Electrify landscaping equipment					
<hr/> <p>SOURCE: Refer to Tables Ops-14 through Ops-21 in EIR Appendix B2.</p> <p>NOTE:</p> <p>a. Measures are not all additive. See detailed assumptions and magnitudes assumed for each measure in source above.</p>					

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>Mitigation Measure 4.2-7b: Purchase GHG Emission Offsets. In order to determine whether or to what extent the purchase of GHG emissions offsets is necessary to reduce greenhouse gas (GHG) emissions for each year that the GHG emissions exceed the threshold of 2.67 MT CO₂e per service population per year for the lifetime of the project (assumed to be 30 years), the operational GHG emissions reduction program described above in Mitigation Measure 4.2-7a will include a plan for the purchase of GHG offsets. The amount of offsets needed will take into account the GHG emissions reductions associated with the TDM program and the operational GHG emissions reduction program. Additionally, the feasibility of offsets shall be evaluated at the time implementation would be required. If feasible, the plan shall include:</p> <ul style="list-style-type: none"> ○ The plan for the purchase of GHG offsets shall include timing requirements, which take into account calculations showing actual emissions of the project, which could take into account phase-in of occupancy, reductions in vehicle emissions, as well as other factors that affect emissions. ○ GHG emission offsets could include any of the following sources: (1) the California Air Resources Board (CARB) quarterly allowance auctions held as part of its Cap-and-Trade Program; (2) the Greenhouse Gas Reduction Exchange (GHG Rx); or (3) Approved Registries recognized by the State of California, which currently include the Climate Action Reserve (CAR), American Carbon Registry (ACR), and Verra (formerly Verified Carbon Standard). ○ The amount of offsets purchased shall depend on the cost per annual metric ton of CO₂e reductions, the overall cost feasibility of this measure, which shall be determined based on information available at the time implementation would be required, and the on-site GHG reduction measures. ○ To demonstrate compliance, the Project Applicant or its designee would provide the following documentary evidence to City’s Planning Division: An attestation from an Approved Registry or other source described above that the Project Applicant or its designee has retired a given quantity of carbon offsets. Offsets from the approved 	<p>Calculations from a GHG technical expert based on specific strategies incorporated into the project and, if necessary and feasible, attestation from an Approved Registry or other source described above regarding the purchase of required carbon offsets</p>	<p>Evaluated prior to issuance of building permits for each phase</p>	<p>City of American Canyon</p>		

<p>sources above satisfy defined standards and incorporate principles of GHG emissions reduction accounting. These principles ensure the offsets use relevant methodologies and assumptions, represent additional reductions that would not otherwise be achieved by law, do not double count reductions, and are enforceable.</p>					
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Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
Section 4.3: Biological Resources					
<p>Mitigation Measure 4.3-1a: <i>Protocol-Level Surveys.</i> Prior to issuance of a grading permit, written proof shall be submitted that a qualified botanist conducted preconstruction CDFW protocol-level surveys during the appropriate blooming periods for the 19 special-status plants (listed above in Table 4.3-1, Special Status Species Potentially Occurring in the Study area) within the WRSP site, off-site water improvement area (OSWA) and other off-site areas.</p> <p>The qualified botanist shall conduct surveys to following performance standards. Typically, two surveys are required to capture the blooming periods of all the species. These surveys would be conducted in early spring between March and April and in summer between June and August to capture the flowering times of all species. Individual flowering times for these 19 species are included in the species accounts above. These surveys should be performed in compliance with CDFW (2018b) and USFWS (2002) published survey guidelines. A technical report prepared by the botanist describing the results of the survey shall be provided to the City for review and approval prior to issuance of a grading permit.</p> <p>If no special-status plants are found during focused surveys, then these plants would be assumed to be absent from the WRSP site, OSWA, and other off-site areas. The botanist would document the findings in a technical memorandum to the lead agency, as appropriate, and no further mitigation would be required. If special-status plants are found during focused surveys, Mitigation Measure 4.3-1b shall be implemented.</p>	Submittal of technical memorandum	Prior to issuance of a grading permit	City of American Canyon		
<p>Mitigation Measure 4.3-1b: <i>Measures to Implement if Special-Status Plants Are Found.</i> If special-status plants are found during focused surveys, prior to issuance of a grading permit, written proof shall be submitted that the following measures were implemented:</p> <ol style="list-style-type: none"> a. Information regarding the special-status plant populations shall be reported to the California Natural Diversity Database (CNDDDB). b. The Project Applicant in consultation with City, CDFW, and/or the USFWS (as appropriate) shall assess if any individual or population can be avoided during project implementation. If any viable populations can be avoided, the avoided areas shall be clearly marked in the field by a qualified botanist and avoided during construction activities. Construction activities shall be set back a minimum of 100 feet or further in accordance with the recommendation of the qualified botanist. A qualified botanist shall monitor the avoided areas throughout the time that construction activities occur adjacent to the avoided areas 	Issuance of a Biology Report and Mitigation Plan, if necessary	Prior to issuance of grading permit	City of American Canyon, CDFW, and/or USFWS, as necessary		

<p>where special-status plants occur and document the successful avoidance in a report to the City, and CDFW and/or the USFWS as appropriate. Before ground clearing or ground disturbance, all on-site construction personnel shall be instructed as to the species' presence and the importance of avoiding impacts to this species and its habitat.</p> <p>c. If special-status plant populations are present and cannot be avoided or are found to have been impacted by project construction and operation activities, resulting in their mortality despite implementing the avoidance measures under the preceding Item b, consultations with the CDFW and/or the USFWS shall be required. A mitigation plan to compensate for the loss of special-status plant species shall be prepared and submitted for review and approval of the CDFW or the USFWS, as applicable. This plan shall be developed by a qualified botanist in consultation with the appropriate agencies, prior to the start of local construction activities in the area where the special-status plant populations are found. The mitigation plan shall conform to the following specific performance standards. The plan shall detail appropriate replacement ratios, which shall be a minimum of 1:1 based on area and number of plants and may be increased based on the recommendation of the botanist or the relevant resource agency to achieve no net</p>					
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Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>loss of habitat. The plan shall describe the location of the mitigation site, methods for implementation (e.g., construction techniques, timing and sequencing, watering, soil properties, and other necessary specifications), success criteria (e.g., minimum 75 percent plant survival after 5 years, 75 percent vegetative cover by desirable species or comparable to existing conditions, and a viable, self-sustaining plant community), monitoring and reporting protocols, and contingency measures that shall be implemented if the initial mitigation fails. The mitigation plan may include the collection of seeds, propagules, and top soils under the supervision of a qualified botanist from the WRSP site for installation at the mitigation site. The mitigation site may be located on the WRSP site or in close proximity to the WRSP site. If on-site options are not available, off-site areas may be considered if the qualified biologist in consultation and the agencies agree that potentially impacted plants can be planted and/or propagated successfully. The mitigation plan shall be submitted to the City for approval prior to the issuance of permits that would affect the special-status plant population(s).</p> <p>d. If mitigation is required for loss of special-status plant populations, the Project Applicant shall establish, maintain, and monitor the mitigation area identified in the plan for 5 years following the completion of construction and restoration activities. Annual monitoring reports shall be submitted to the City and, if required, the resource agencies at the completion of restoration and for 5 years following restoration implementation. Monitoring reports shall include photo-documentation, planting specifications, a site layout map, descriptions of materials used, and justification for any deviations from the mitigation plan.</p>					
<p>Mitigation Measure 4.3-1c: Biological Resources Awareness Training Program. A USFWS-approved biologist shall conduct a biological resources awareness training session for all construction personnel prior to any ground-disturbing activities such as grading or vegetation removal. The performance standards for the training shall include a description of special-status species and their habitats, their status and regulatory protection, general protection measures to be implemented to protect special-status species and minimize take, and a delineation of limits of the work area as established by an approved biologist. General protection from project permits shall be included, to include construction speed limits, trash</p>	Completion of a biological resources awareness training session	Prior to any ground disturbing activities	City of American Canyon		

<p>containment and removal, restriction of pets and firearms, and fueling setbacks from sensitive habitats.</p>					
<p>Mitigation Measure 4.3-1d: <i>Preconstruction Surveys for California Red-Legged Frogs.</i> Preconstruction surveys for California red-legged frogs shall be conducted prior to grading or earth-moving activities within the WRSP site and within the OSWA to ensure project activities do not result in direct take of dispersing or entrapped California red-legged frog individuals. The performance standards for the preconstruction survey are as follows. USFWS-approved biologist shall conduct preconstruction surveys at least 24 hours prior to any grading or earth-moving activities within the WRSP site and within the OSWA. Any California red-legged frogs that are found during these surveys shall be salvaged and relocated by a USFWS-approved biologist under an incidental take permit issued by the USFWS to suitable California redlegged frog habitat as determined in coordination with USFWS and CDFW. The nearby California redlegged frog preserve, also known as the NVUSD Open Space, located to the southeast of the study area, can serve as suitable relocation habitat. All observed and relocated California red-legged frogs shall be reported to USFWS and CDFW within 5 days, and records of any special-status species or natural communities detected should be entered into the California Natural Diversity Database (CNDDDB).</p>	<p>Submittal of documentation to verify surveys were completed and frogs relocated, if found</p>	<p>Prior to any ground disturbing activities</p>	<p>City of American Canyon, CDFW, and/or USFWS, as necessary</p>		

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>Mitigation Measure 4.3-1e: Procedures if California Red-Legged Frogs Are Identified. If individual California red-legged frogs are identified during construction activities within the WRSP or OSWA, all work within 200 feet of the frog shall immediately stop and a biologist approved by the USFWS to relocate California red-legged frogs shall be consulted immediately (see Mitigation Measure 4.3-1g for additional requirements). Work shall not commence within 200 feet of the frog’s location until an approved biologist has cleared the area of California red-legged frogs.</p>	<p>Submittal of documentation from a qualified biologist regarding work stoppage and relocation efforts, as necessary</p>	<p>During construction activities</p>	<p>City of American Canyon and/or USFWS, as necessary</p>		
<p>Mitigation Measure 4.3-1f: California Red-Legged Frog and Western Pond Turtle Exclusion Fencing. Prior to any ground disturbance activities, suitable exclusion fencing shall be installed along the outside edge of the off-site water storage tank and connecting pipeline and roadway construction footprint to ensure that western pond turtles and migrating California red-legged frogs are precluded from being able to move into designated work areas. A USFWS-approved biologist shall delineate the fence line and be present during initial installation to ensure that California red-legged frogs and western pond turtles are not trapped within the fence. This fence shall remain in good condition throughout the duration of construction activities and be checked by a USFWS-approved biological monitor. Exclusion fencing shall consist of a 3-foot wall of 0.25-inch mesh and be attached by welded galvanized wire (or equivalent USFWS-approved fencing such as Ertek™ fencing). The fence shall be buried along the bottom margin for 4 inches into the ground, or if soils are not stable, shall be landscape stapled with 7-inch staples every 3 inches along the bottom of the fence. The approximate 3 feet of fencing above the ground should be anchored to metal T-posts installed every 8 feet along the length of the fence.</p>	<p>Submittal of documentation verifying that exclusion fencing was installed and other mitigation requirements were met</p>	<p>Documentation shall be submitted prior to any ground disturbing activities within off-site water improvement area; site inspections shall occur during construction</p>	<p>City of American Canyon and/or USFWS, as necessary</p>		

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>Mitigation Measure 4.3-1g: Construction Monitoring for California Red-Legged Frog. A USFWS approved biologist shall monitor all construction activities within designated California red-legged frog critical habitat, which includes the entire off-site water improvement area. The following measures shall be implemented to avoid and minimize impacts to California red-legged frogs:</p> <ul style="list-style-type: none"> a. During site grading and construction of the off-site water storage tank and pipeline, a biological monitor shall be on site at all times during ground-disturbing activities; b. A biologist approved by USFWS to relocate frogs shall be available for consultation as needed; c. If a California red-legged frog individual is identified, all work within 200 feet of the frog shall stop and the on-site biological monitor shall observe the frog until it has been relocated off site by a USFWS approved biologist; relocation habitat shall be determined in coordination with USFWS; d. In the event that red-legged frogs are identified and must be relocated, the following performance standards shall apply: <ul style="list-style-type: none"> 1. Capture and relocation of California red-legged frogs may only be authorized pursuant to an incidental take authorization issued by the USFWS. Project applicants shall provide the City with proof of incidental take authorization prior to any relocation of California red-legged frogs. 2. Individuals shall only be relocated into USFWS approved locations where habitat has a full complement of existing and/or expanded habitat features that are required for the species' life history (i.e., foraging habitat, burrows, aquatic habitat, etc.); 3. Releasing individuals into habitats, where mortality is higher than reproduction, shall be avoided; and 4. Prevalence of disease or competition by non-native species (e.g., chytrid fungus presence in aquatic California red-legged frog habitat) shall be evaluated before animals are relocated. e. All observed and relocated California red-legged frogs shall be reported to USFWS within 5 days. 	<p>Submittal of documentation to verify monitoring occurred and other mitigation requirements were met</p>	<p>During construction within off-site water improvement area</p>	<p>City of American Canyon and/or USFWS, as necessary</p>		
<p>Mitigation Measure 4.3-1h: Mitigation for the California Red-Legged Frog. The Project Applicant shall mitigate for all permanent and temporary impacts to California red-legged</p>	<p>Compensation agreement with</p>	<p>Prior to any ground</p>	<p>City of American</p>		

<p>frog habitat in compliance with the following minimum performance standards. For the permanent loss of California red-legged frog habitat, the Project Applicant shall provide compensation with an equivalent amount of acreage at a minimum ratio of 1:1 (estimated at 309 acres), through the preservation of suitable mitigation lands approved by the USFWS and the City. The habitat mitigation may be achieved through (1) establishment of a permittee responsible habitat management lands (see discussion on AC-1's proposed Mitigation Area, Draft EIR pp. 4.3-49 and 4.3-50) or (2) purchase of credits from a USFWS-approved conservation bank such as the Ridgetop Conservation Bank near Benicia. Areas that are temporarily disturbed in the OSWA shall be reestablished to similar topographic conditions and replanted with native vegetation to mitigate temporary impacts to California red-legged frog habitat.</p> <p>Any permittee-responsible mitigation property shall be protected in perpetuity under a conservation easement (CE), management plan, habitat establishment plans, and funding mechanism approved by the City and USFWS. Funding for management shall include direct costs for initial establishment of the site, interim management, and establishment of a non-depleting endowment for the long-term maintenance, management, and monitoring of the CE.</p>	<p>USFWS, including compensatory mitigation and replanting for temporary disturbance</p>	<p>disturbing activities on the WRSP or off-site water improvement area sites</p>	<p>Canyon and/or USFWS, as necessary</p>		
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Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>Mitigation Measure 4.3-1i: <i>Preconstruction Surveys for Western Pond Turtle.</i></p> <p>a. The Project Applicant shall enlist the services of a qualified biologist to conduct preconstruction surveys 14 days before and 24 hours prior to any ground-disturbing activities within 300 feet of the quarry pond or within 300 feet of drainages within the off-site water improvement area to ensure these activities do not result in direct take of western pond turtles. If western pond turtles are identified within work areas, the California Department of Fish and Wildlife (CDFW) shall be notified regarding the presence of the western pond turtles and all work shall stop until additional exclusion measures have been defined and authorization to proceed is obtained from CDFW. In general, the exclusion fencing described under Mitigation Measure 4.3-1f will provide appropriate exclusion.</p> <p>b. No person shall handle or otherwise harass any individual western pond turtle encountered during construction, with the exception of handling by the qualified biologist. If western pond turtles or their nests are observed during pre-construction surveys, a qualified biologist shall be on site to monitor construction in suitable western pond turtle habitat. Any western pond turtles found within the construction area shall be allowed to leave of its own volition, or if authorized by CDFW, western pond turtles shall be captured by a qualified biologist and relocated out of harm’s way to the approved relocation sites. A plan shall be developed in consultation with and approved by CDFW to relocate the western pond turtle individuals to the nearest protected suitable pond turtle habitat. If a nest is located within a work area (typically nesting occurs between mid-June and mid-July), a qualified biologist shall delineate a 300-foot no-disturbance buffer between the nest and any areas of potential disturbance. Buffers shall be clearly marked with temporary fencing. Construction shall not be allowed to commence in the exclusion area until hatchlings have emerged from the nest, or the nest is deemed inactive by a qualified biologist. If a nest cannot be avoided, CDFW approval shall be needed to gather eggs, house them at a suitable facility for incubation, and release hatchlings into the pond or nearby creek system (Newell Creek or American Canyon Creek) as determined in coordination with CDFW.</p> <p>c. In the event that western pond turtles are identified and must be relocated, the following protocols and performance standards shall be addressed in the relocation plan:</p>	<p>Submittal of documentation to verify surveys were completed and turtles were relocated, if found</p>	<p>Prior to any ground disturbing activities near the quarry pond or drainages within the off-site water improvement area</p>	<p>City of American Canyon and/or CDFW, as necessary</p>		

<ol style="list-style-type: none"> 1. Individuals shall only be relocated into habitat that has a full complement of existing and/or expanded habitat features that are required for the species' life history (i.e., foraging habitat, aquatic habitat, basking structures, etc.); 2. Releasing individuals into habitats, where mortality is higher than reproduction, would be avoided; and 3. Prevalence of disease or competition by non-native species (e.g., red-eared slider [<i>Trachemys scripta elegans</i>] presence in western pond turtle habitat) shall be evaluated before animals are relocated. d. Information regarding western pond turtle occurrences shall be reported to the CNDDB. 					
<p>Mitigation Measure 4.3-1j: Preconstruction Surveys for Breeding Birds, Including Raptors and Tricolored Blackbird. The following performance standards shall be followed:</p> <ol style="list-style-type: none"> 1. For construction activities that occur between February 1 and August 31, preconstruction breeding bird surveys shall be conducted by a qualified biologist familiar with bird behavior and knowledge of nest types prior to and within 10 days of any initial ground-disturbance activities. Surveys shall be conducted within all suitable nesting habitat within 250 feet for passerines and 0.5 mile for raptors (see additional detailed performance standards for special-status raptors in Mitigation Measures 4.3-1k and 4.3-1l, 	<p>Submittal of documentation to verify that survey(s) have been conducted and other mitigation</p>	<p>Prior to construction activities that occur between February 1 and August 31; recurring for time</p>	<p>City of American Canyon, CDFW, and/or USFWS, as necessary</p>		

	Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
					Date	Initial

<p>2. below), to the extent land is accessible. Raptor surveys shall include a ground survey for nesting golden eagles following USFWS guidelines.² The survey also shall include searching for ground nesting raptors, such as short-eared owl and Northern harrier, following CDFW recommendations.</p> <p>If nesting raptors are detected, the qualified biologist shall establish buffers around nests that are sufficient to ensure that breeding is not likely to be disrupted or adversely</p> <p>3. impacted by construction. Buffers around active raptor nests shall be 500 feet for non-listed raptors, unless the qualified biologist determines that larger or smaller buffers are necessary to avoid impacts to nesting raptors. Factors to be considered for determining buffer size shall include the presence of natural buffers provided by vegetation or topography; nest height; locations of foraging territory; and baseline levels of noise and human activity. Buffers shall be maintained until the qualified biologist has determined</p> <p>4. that young have fledged and are no longer reliant upon the nest or parental care for survival.</p> <p>5. If known nesting trees (used for raptor nesting within the last 5 years) or tricolored blackbird colony nest sites are to be removed during construction activities, removal shall take place outside of the nesting season or until the nest or colony has been determined to be inactive. The Project Applicant in consultation with the CDFW shall develop a plan to replace known nest trees at a ratio of 3:1. If replacement planting is implemented, monitoring shall be conducted annually for 5 years to assess the mitigation's effectiveness. The performance standard for the mitigation shall be 65 percent survival of all replacement plantings.</p> <p>Construction activity, including vegetation removal within designated buffer zones, shall occur only outside the typical breeding season for raptors (September 16 to December 31), if raptors are determined to be present.</p> <p>The following considerations apply to this mitigation measure:</p> <ul style="list-style-type: none"> a) Survey results are valid for 14 days from the survey date. Should ground disturbance commence later than 14 days from the survey date, surveys shall be repeated. If no breeding birds are encountered, then work may proceed as planned. b) After commencement of work, if there is a period of no work activity of 14 days or longer during the bird breeding season, surveys shall be repeated to ensure birds have not established nests during inactivity. If new nests are encountered, buffers shall be established. 	<p>requirements were met</p>	<p>lapses greater than 14 days between project activities</p>			
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² Pagel, J.E., D.M. Whittington, and G.T. Allen. 2010. Interim Golden Eagle inventory and monitoring protocols; and other recommendations. Division of Migratory Bird Management, U.S. Fish and Wildlife Service.

	<p>c) Exclusion buffers sizes may vary, depending on habitat characteristics, project disturbance levels, and species, and are generally larger for raptors and colonial nesting birds. Exclusion buffers may be adjusted by a qualified biologist in coordination with USFWS and CDFW. Each exclusion buffer shall remain in place until the nest has successfully fledged or is otherwise inactive as determined by a qualified biologist.</p> <p>d) If birds establish nesting sites during work activities, it is assumed those birds are habituated to project disturbances and exclusion buffers may be adjusted by a qualified biologist. Disturbance activities within a minimum of 50 feet of the nest shall be postponed until a qualified biologist can determine to reduce the exclusion zone or the nest has successfully fledged.</p>					
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Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial

<p>Mitigation Measure 4.3-1k: Preconstruction Surveys for Swainson’s Hawk, Golden Eagle, and White-Tailed Kite. The following performance standards shall be followed:</p> <ol style="list-style-type: none"> 1. If construction activities occur between February 1 and August 31, the Project Applicant shall retain a qualified biologist to conduct surveys for Swainson’s hawk, golden eagle, and white-tailed kite in accordance with the Swainson’s Hawk Technical Advisory Committee 2000 guidelines (SHTAC 2000), or current species specific guidance. Surveys shall cover a minimum of a 0.5-mile radius around the construction area. If nesting Swainson’s hawks, golden eagle, or white-tailed kites are detected, the qualified biologist shall establish a 0.5-mile no-disturbance buffer, although buffer widths may be adjusted, consistent with the performance standards in Mitigation Measure 4.3-1j, Item 5.c. Buffers shall be maintained until the qualified biologist has determined that the young have fledged and are no longer reliant upon the nest or parental care for survival. 2. If known nesting trees are to be removed during construction activities, removal shall take place outside of Swainson’s hawk, golden eagle, and white tailed kite nesting season and the Project Applicant shall develop a plan to replace known nest trees at a ratio of 3:1. If replacement planting is implemented, monitoring shall be conducted annually for 5 years to assess the mitigation’s effectiveness. The performance standard for the mitigation shall be 65 percent survival of all replacement plantings. 3. In addition, the following mitigation measures shall be required to mitigate for the loss of raptor foraging habitat. The replacement ratios shall be consistent with the performance standards for Swainson’s Hawk foraging habitat, identified in the CDFW staff report Regarding Mitigation for Impacts to Swainson’s Hawk (<i>Buteo swainsoni</i>) in the Central Valley of California (1994): <ol style="list-style-type: none"> a. Construction activity, including vegetation removal, shall only occur outside the typical breeding season for raptors (September 16 to December 31), if nesting raptors are determined to be present. b. For projects within 1 mile of an active nest tree (the Swainson’s Hawk Staff report defines an active nest tree as used during one or more of the last 5 years), the Project Applicant shall provide 1 acre of preserved Swainson’s hawk foraging habitat for each acre of development authorized (1:1 ratio). c. For projects within 5 miles of an active nest tree, but greater than 1 mile from the nest tree, the Project Applicant shall provide 0.75 acre of preserved Swainson’s hawk foraging habitat for each acre of development authorized (0.75:1 ratio). For projects within 10 miles of an active nest tree, but greater than 5 miles from the nest tree, the Project Applicant shall provide 0.5 acre of preserved Swainson’s hawk foraging habitat for each acre of development authorized (0.5:1 ratio). 	<p>Submittal of documentation to verify that survey(s) have been conducted and other mitigation requirements were met</p>	<p>Prior to ground disturbing activities that occur between February 1 and August 31</p>	<p>City of American Canyon and/or CDFW, as necessary</p>		
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<p>Mitigation lands shall be protected in perpetuity under a conservation easement and include an endowment fund for long-term resource management for raptor habitat. Preservation and management of Swainson’s hawk foraging habitat under this criterion will also serve to mitigate the reduction of foraging habitat for golden eagle, white-tailed kite, and other grassland-associated raptors. The AC-1 proposed mitigation site for the California red-legged frog at the 321-acre Jaeger Conservation Area provides suitable foraging habitat mitigation (see Applicant Proposed Mitigation Area discussion above).</p>					
<p>Mitigation Measure 4.3-11: <i>Preconstruction Surveys for Burrowing Owls.</i> Burrowing owl Take Avoidance Surveys shall be conducted according to the methodologies and performance standards prescribed by the CDFW in the 2012 <i>Staff Report on Burrowing Owl Mitigation</i> (CDFW 2012). Take Avoidance Surveys shall be conducted 14 days prior or less to initiating ground disturbance. As burrowing owls may recolonize a site after only a few days, time lapses greater than 14 days between project activities require subsequent</p>	<p>Submittal of documentation to verify that survey(s) have been conducted</p>	<p>Prior to any ground disturbing activities; recurring for time lapses greater than</p>	<p>City of American Canyon and/or</p>		

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>surveys including but not limited to a final survey conducted within 24 hours prior to ground disturbance to</p> <p>a. ensure absence. The following guidelines pertain to burrowing owl surveys: Burrowing owl Take Avoidance Surveys shall be conducted by walking the entire WRSP site and (where possible) in accessible areas within 660 feet of the project disturbance footprint. The 660-foot buffer zone is surveyed to identify burrows and owls outside of the study area, which may be impacted by factors such as noise and vibration (heavy equipment) during project construction. Pedestrian survey transects shall be spaced to allow 100 percent visual coverage of the ground surface. The distance between transect center lines shall be 20 feet to 65 feet and shall be reduced to account for differences in terrain, vegetation density, and ground surface visibility. Poor weather may affect the surveyor’s ability to detect burrowing owls thus, avoid conducting surveys when wind speed is greater than</p> <p>b. 20 kilometers per hour and there is precipitation or dense fog. To avoid impacts to owls from surveyors, owls and/or occupied burrows shall be avoided by a minimum of 160 feet wherever practical to avoid flushing owls from occupied burrows. Disturbance to occupied burrows shall be avoided during all seasons.</p> <p>If burrowing owls are detected on the site, the following restricted activity dates and setback distances derived from the 2012 Staff Report on Burrowing Owl Mitigation (CDFW 2012), or as otherwise coordinated with the CDFW:</p> <p>c. <input type="checkbox"/> Occupied burrows shall not be disturbed during the nesting season, from February 1 through August 31;</p> <p><input type="checkbox"/> No disturbance shall occur within 50 meters (approximately 160 feet) of occupied burrows during October 16 through March 31 or within 200 meters (approximately 660 feet) April 1 through October 15;</p> <p>d. <input type="checkbox"/> No earth-moving activities or other disturbance shall occur within the aforementioned buffer zones of occupied burrows. These buffer zones shall be well-marked or fenced as well. If burrowing owls were found in the study area, a qualified biologist shall also delineate the extent of burrowing owl habitat on the site; and</p>	<p>and other mitigation requirements were met</p>	<p>14 days between project activities</p>	<p>CDFW, as necessary</p>		

<p>o Buffers may be modified by a qualified western burrowing owl biologist that is knowledgeable enough to establish buffer sizes that are commensurate with the acclimation of western burrowing owls to disturbance. These buffers if modified over that prescribed above, shall be coordinated with the CDFW.</p> <p>Finally, in accordance with the 2012 Staff Report, if burrowing owls were found nesting on site and must be passively removed in the non-nesting season (October 1 to February 1) to accommodate the project, suitable artificial burrows shall be established within appropriate habitat for western burrowing owls to minimize the potential for mortality of burrowing owls due to stress, lack of resources, or predation. The habitat enhancement plan shall be developed in coordination with the CDFW and the City of American Canyon.</p> <p>Information regarding the occurrence of burrowing owls at the WRSP site shall be reported to the CNDDDB.</p>					
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Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>Mitigation Measure 4.3-1m: Preconstruction Surveys for Callippe Silverspot Butterfly Host Plant (Johnny Jump Up). Prior to construction a qualified botanist shall survey the off-site water improvement area (OSWA) for the host plant of the Callippe silverspot butterfly (Johnny jump up [<i>Viola pedunculata</i>]) during the plants blooming period of February to April in accordance with the performance standards provided in Mitigation Measures 4.3-1m through 4.3-1o. A qualified botanist is a person who has at least an undergraduate degree in entomology or a related field, has a minimum of 2 years' field experience, and is knowledgeable of identification of adult, egg, and larval life stages of butterflies. The botanist shall clearly demarcate the boundary of Johnny jump ups where this species occurs within the proposed OSWA on project plan maps. The Project Applicant shall avoid removal and disturbance to all identified Johnny jump ups and install orange construction fencing between any identified plant populations and construction activities to ensure that construction activities do not impact any host plants and/or life stages of the Callippe silverspot butterfly. If Johnny jump up plants are not identified within the OSWA or all identified Johnny jump up plants shall be avoided and protected from project disturbance, breeding Callippe silverspot butterflies will not be impacted, and further mitigation is not needed.</p>	<p>Submittal of documentation to verify that survey(s) have been conducted and other mitigation requirements were met</p>	<p>Prior to construction activities in the offsite water improvement area that occur between February and April</p>	<p>City of American Canyon</p>		
<p>Mitigation Measure 4.3-1n: Presence Surveys for Callippe Silverspot Butterfly. If Johnny jump ups are found in the area of disturbance and cannot be avoided, presence surveys for Callippe silverspot shall be conducted three times during the peak flight season in May and June the year prior to site disturbance by a qualified biologist. A qualified biologist is a person with at least an undergraduate degree in entomology or a related field with a minimum of 2 years' field experience and who is knowledgeable of identification of adult, egg, and larval life stages of butterflies. Walking transects spaced to allow 100 percent coverage of the off-site water improvement area (OSWA) area shall be conducted during the last week of May, second week of June, and last week of June. Surveys shall be conducted during times of warm, calm weather when butterflies are most active and shall not occur during precipitation, heavy fog, or wind speeds greater than 10 mph. If any life stage of Callippe silverspot butterfly is not identified during presence surveys, it is expected the survey area</p>	<p>Submittal of documentation to verify that survey(s) have been conducted and other mitigation requirements were met</p>	<p>During May and June the year prior to any ground disturbing activities in the off-site water improvement area (if Johnny jump ups are found)</p>	<p>City of American Canyon</p>		

<p>does not support breeding butterflies and Johnny jump up plants may be removed by hand from construction areas within the OSWA and further mitigation is not needed.</p>					
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Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>Mitigation Measure 4.3-1a: <i>Protocols if Callippe Silverspot Butterflies Are Found.</i> If any life stage of Callippe silverspot butterfly is found during presence surveys, it is expected the survey area does support breeding butterflies. Prior to issuance of a grading permit, the Project Applicant shall submit written proof that the following measures were implemented:</p> <p>a. Information regarding the Callippe silverspot sightings shall be reported to the CNDDDB.</p> <p>b. If federally listed species are present, consultation with the USFWS shall be required to determine the need for an incidental take permit and coordinate mitigation (see Item d, below). The applicant/entity constructing the facilities in the OSWA shall provide proof to the City prior to any ground disturbance that an incidental take permit has been obtained or written correspondence from the USFWS that no incidental take permit is required.</p> <p>c. If any individual Johnny jump up plant or population can be avoided during project implementation, it shall be clearly marked in the field by a qualified botanist and avoided during construction activities. Before ground clearing or ground disturbance, all on-site construction personnel shall be instructed as to Callippe silverspot identification, this species' host plant presence and the importance of avoiding impacts to this species and its habitat.</p> <p>d. If occupied breeding habitat or nectar food sources for Callippe silverspot butterfly would be directly impacted by the project, a mitigation plan shall be developed by a qualified biologist in consultation with the USFWS prior to the start of local construction activities. The plan shall detail appropriate habitat replacement ratios, which shall be a minimum of 1:1 based on breeding habitat area and anticipated number of host plants and 3:1 for native nectar plants, location of the mitigation site, methods for implementation, success criteria, monitoring and reporting protocols, and contingency measures that shall be implemented if the initial mitigation fails. The mitigation site may be located on the WRSP site or in occupied habitat in proximity to the WRSP site. If on-site options are not available, off-site areas may be considered (e.g., Jaeger Conservation Area). The success criteria and monitoring requirements for Callippe silverspot butterfly mitigation areas shall be as described in Mitigation Measure 4.3-1b, Item c. The mitigation</p>	<p>Submittal of documentation to verify that survey(s) have been conducted and other mitigation requirements were met</p>	<p>Prior to issuance of grading permit for the off-site water improvement area</p>	<p>City of American Canyon</p>		

<p>plan shall include continuing presence surveys, seeding or plantings of Callippe silverspot host and nectar plants, and invasive plant species removal to enhance butterfly habitat.</p> <p>e. If mitigation is required for incidental take of Callippe silverspot butterflies or their habitat, the Project Applicant shall establish, maintain, and monitor the mitigation area identified in the plan for 5 years following the completion of construction and restoration activities. Monitoring reports shall be submitted to the USFWS at the completion of restoration and for 5 years following restoration implementation. Monitoring reports shall include photo documentation, a site layout map, presence survey results, and justification for any deviations from the mitigation plan.</p> <p>f. In lieu of the above prescribed mitigation, requirements may be satisfied via the purchase of qualified mitigation credits or the preservation of off-site habitat in coordination with the USFWS, as appropriate.</p>					
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Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>Mitigation Measure 4.3-1p: <i>Preconstruction Surveys and Avoidance Measures for the American Badger.</i> Performance standards for preconstruction surveys and avoidance measures for badger are:</p> <p>a. Preconstruction surveys shall be conducted for the American badger within 7 days prior to ground-disturbing activities in grassland habitats within the study area and off-site water improvement area (OSWA). Surveys shall be conducted by a qualified wildlife biologist with experience and knowledge in identifying badger burrows and include walking parallel transects looking for badger burrows and sign. Any badger burrows identified shall be mark and mapped on WRSP site maps.</p> <p>b. If active badger dens are identified within the study are or OSWA a no-work buffer of 200 feet shall be established around the den and associated occupied areas. If avoidance is not feasible, a biologist shall determine if the burrow is being used as an active maternity den through utilization of remote cameras. If young are determined to be present, the burrow shall be avoided until the young have vacated the burrow as determined by a qualified biologist. If the burrow is determined not to be an active maternity den and young are not present, in coordination with the CDFW (CDFW), a one-way eviction door shall be installed between September 1 and January 1 to passively relocate the badger and to avoid impacts during the breeding season. If the badger digs back into the burrow, CDFW staff may allow the use of live traps to relocate badgers to suitable habitat away from the area of project impact.</p> <p>c. If capture/active or passive relocation of American badgers is determined to be necessary in consultation with CDFW, the Applicant shall prepare a relocation plan for review and approval by CDFW and the City prior to any relocation. The Relocation Plan shall address measure to minimize potential for mortality due to stress, predation, or lack of available burrows. If active relocation is deemed appropriate and approved by CDFW, the relocation plan shall address the following protocols:</p> <ol style="list-style-type: none"> 1. Individuals shall only be actively relocated into habitat that has a full complement of existing and/or expanded habitat features that are required for the species' life history (i.e., foraging habitat, burrows, aquatic habitat, etc.); 2. Finally, prevalence of disease or competition by non-native species shall be evaluated before animals are actively relocated; and 	<p>Submittal of documentation that surveys have been conducted, and burrows have been avoided, or badgers have been relocated in coordination with CDFW</p>	<p>Prior to ground disturbing activities in grassland habitats within the WRSP site and the off-site water improvement area</p>	<p>City of American Canyon and/or CDFW, as necessary</p>		

<p>3. Prevalence of disease or competition by non-native species shall be evaluated before animals are actively relocated.</p>					
<p>Mitigation Measure 4.3-2a: CDFW Streambed Alteration Agreement. The Project Applicant shall be required to obtain a Lake and Streambed Alteration Agreement (LSAA) from the California Department of Fish and Wildlife (CDFW). Subject to the final terms of the LSAA, the following performance standards shall be implemented:</p> <ul style="list-style-type: none"> • Construction activities and equipment staging shall be designed to avoid and minimize direct and indirect impacts to wetlands and riparian habitat; • Construction occurring in the vicinity of riparian areas shall be delimited with a minimum 20-foot setback to avoid intrusion of construction activities into sensitive habitat; • Construction areas within 500 feet of riparian habitat shall be subject to best management practices under the General National Pollutant Discharge Elimination System Permit; and • To offset temporary and permanent impacts to riparian habitats, mitigation at a minimum ratio of 1:1 shall be provided, or as required by the LSAA. 	<p>Submittal of documentation, including copy of LSAA, verifying permit has been obtained and mitigation measures have been implemented</p>	<p>Prior to construction activities</p>	<p>City of American Canyon and CDFW</p>		

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>Mitigation Measure 4.3-2b: Protocol Level Surveys. Prior to issuance of a grading permit, the Project Applicant shall submit written proof that a qualified biologist conducted preconstruction CDFW protocol level surveys during the appropriate blooming periods for occurrence of sensitive natural communities, especially purple needlegrass grasslands) within the footprint of the construction activities at the WRSP site, off-site water improvement area (OSWA), and other off-site project features. These surveys should be performed in compliance with the most recent CDFW survey protocol, currently 2018. If no sensitive vegetation communities are found during focused surveys of the project footprint, then sensitive vegetation communities would be assumed to be absent from OSWA. The botanist shall document the findings in a technical memorandum to the lead agency, as appropriate, and no further mitigation would be required. If sensitive vegetation communities are found within the footprint of the project activities during focused surveys, Mitigation Measure 4.3-2c shall be implemented.</p>	<p>Submittal of documentation to verify that survey(s) have been conducted and other mitigation requirements were met</p>	<p>Prior to issuance of a grading permit for the off-site water improvement area</p>	<p>City of American Canyon and/or CDFW, as necessary</p>		

<p>Mitigation Measure 4.3-2c: Measures to Implement if Sensitive Natural Vegetation Communities Are Found. If a sensitive vegetation community is found during focused surveys, prior to issuance of a grading permit, the Project Applicant shall submit written proof that the following measures were implemented in compliance with the following performance standards:</p> <ol style="list-style-type: none"> a. Information regarding the sensitive vegetation community shall be reported to the CNDDDB. b. If any sensitive vegetation community can be avoided during project implementation, it shall be clearly marked in the field by a qualified botanist and avoided during construction activities. Before ground clearing or ground disturbance, all on-site construction personnel shall be instructed as to the community's presence and the importance of avoiding impacts to this sensitive vegetation community. c. If sensitive vegetation communities are present and cannot be avoided, consultations with the CDFW and/or the USFWS shall be required. A mitigation plan to compensate for the loss of the sensitive vegetation community could be required. This plan may be developed by a qualified botanist in consultation with the appropriate agencies prior to the start of local construction activities. The plan shall detail appropriate replacement ratios, which shall be a minimum of 1:1 based on area and number of plants and may be increased based on the recommendation of the botanist or the relevant resource agency to achieve no net loss of habitat. The plan shall describe the location of the mitigation site, methods for implementation (e.g., construction techniques, timing and sequencing, watering, soil properties, and other necessary specifications), success criteria (e.g., minimum 75 percent plant survival after 5 years, 75 percent vegetative cover by desirable species or comparable to existing conditions, and a viable, self-sustaining plant community), monitoring and reporting protocols, and contingency measures that shall be implemented if the initial mitigation fails. The mitigation plan may include the collection of seeds, propagules, and top soils under the supervision of a qualified botanist from the WRSP site for installation at the mitigation site. The mitigation site may be located on the WRSP site, such as within the pipeline disturbance corridor, or in close proximity to the WRSP site. If on-site options are not available, off-site areas may be considered. The mitigation plan shall be submitted to the City for approval prior to the issuance of permits that would affect the respective sensitive vegetation communities. d. If mitigation is required for loss of sensitive vegetation communities, the Project Applicant shall establish, maintain, and monitor the mitigation area identified in the plan for 5 years following the completion of construction and restoration activities. Annual monitoring reports shall be submitted to the 	<p>Submittal of documentation to verify that survey(s) have been conducted and other mitigation requirements were met</p>	<p>Prior to issuance of a grading permit</p>	<p>City of American Canyon and/or CDFW, as necessary</p>		
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<p>City and the resource agencies at the completion of restoration and for 5 years following restoration</p>					
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<p>Mitigation Measures</p>	<p>Method of Verification</p>	<p>Timing of Verification</p>	<p>Responsible for Verification</p>	<p>Verification of Completion</p>	
				<p>Date</p>	<p>Initial</p>
<p>implementation. Monitoring reports shall include photo-documentation, planting specifications, a site layout map, descriptions of materials used, and justification for any deviations from the mitigation plan.</p>					

<p>Mitigation Measure 4.3-3a: Wetlands and Other Waters Avoidance and Minimization Effects. Final project design shall avoid and minimize the fill of wetlands and other waters to the greatest practicable extent. Areas that are avoided shall be subject to best management practices under the National Pollutant Discharge Elimination System Permit Construction General Permit, as described in Mitigation Measure 4.7-1. To minimize indirect effects, the Project Applicant shall design and implement a wetland management plan and stormwater management system to maintain a minimum normal inflow equivalent (roughly equivalent to the 2-year storm event) to the into each avoided wetland system. Any stormwater from impervious surfaces shall be pretreated prior discharge into the avoided wetlands. The management plan shall include a minimum 5-year monitoring plan to document performance and conditions in the avoided wetlands. The minimum performance standard shall be no reduction in avoided wetland acreage. If the project fails to achieve performance standards, remedial actions to correct deficiencies shall be implemented and additional mitigation shall be provided to offset temporal losses. The Plan shall be developed in consultation with the U.S. Army Corps of Engineers and San Francisco Bay Regional Water Quality Control Board and approved by the City.</p>	<p>Preparation and implementation of a Wetland Management Plan and Stormwater Management System</p>	<p>Prior to construction activities in areas near wetlands and other waters</p>	<p>City of American Canyon, U.S. Army Corps of Engineers, and/or San Francisco Bay Regional Water Quality Control Board, as necessary</p>		
<p>Mitigation Measure 4.3-3b: Invasive Species Management. Where perennial or seasonal water features are maintained outside of the quarry pond, invasive species, such as non-native fish, bullfrogs, and plants, could cause significant adverse impacts to populations of special-status species utilizing adjacent habitats and downstream reaches. To reduce these potentially significant impacts, an invasive species management plan shall be developed for seasonal wetlands, ditches, and detention basins. This plan shall include intermittent surveys for invasive species and potential actions to manage these species, such as draining basins or actively capturing bullfrogs. The plan shall also include adaptive measures to be implemented should the above actions fail to adequately manage bullfrogs and other non-native invasive species. Note: This mitigation measure does not apply to Quarry Pond, which cannot be effectively drained and cannot be effectively managed to remove invasive fish and bullfrogs without other potential significant effects.</p>	<p>Preparation and implementation of an Invasive Species Management Plan</p>	<p>Implementation of an Invasive Specific Management Plan</p>	<p>City of American Canyon</p>		

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>Mitigation Measure 4.3-3c: <i>Mitigation for Wetlands and Other Waters.</i> Where jurisdictional wetlands and other waters cannot be avoided, to offset temporary and permanent impacts that would occur as a result of the project, mitigation for preservation, restoration, and creation shall be provided through the following mechanisms and subject to the following performance standards:</p> <ol style="list-style-type: none"> 1. Purchase or dedication of land to provide wetland preservation, restoration or creation. If restoration is available and feasible, then a ratio of at least 2:1 shall be used. Where practical and feasible, on-site mitigation shall be implemented whenever possible. 2. If on-site mitigation is used, a wetland mitigation and monitoring plan shall be developed by a qualified biologist in coordination with the California Department of Fish and Wildlife, U.S. Army Corps of Engineers, and/or Regional Water Quality Control Board that details mitigation and monitoring obligations for temporary and permanent impacts to wetlands and other waters as a result of construction activities. The plan shall quantify the total acreage lost to jurisdictional areas and describe mitigation ratios for lost habitat. The plan shall also include: <ol style="list-style-type: none"> a. Annual success criteria, including plant survivorship and vigor to be determined by counting individuals of each species and comparing the counts to the numbers originally planted for that species. A minimum survival rate of 75 percent of installed plants is required for all years including at least 2 years' post-irrigation; b. Means for controlling invasive species near plantings; and c. A description of mitigation areas and monitoring and reporting requirements. 3. The mitigation and monitoring plan shall be submitted to the appropriate regulatory agencies for approval. <p>If monitoring suggests that the performance standards outlined above are not being met, corrective actions shall be implemented. Possible contingency measures include, but are not limited to:</p> <ol style="list-style-type: none"> 4. Replanting of native trees and shrubs; 5. Adjusting the quantity and timing of irrigation to develop a schedule that better meets the characteristics of the site and the needs of the plants; 	<p>Submittal of documents verifying restoration and compensatory mitigation has been implemented, if needed</p>	<p>Prior to construction activities in areas near wetlands and other waters</p>	<p>City of American Canyon, CDFW, U.S. Army Corps of Engineers, and/or San Francisco Regional Water quality Control Board, as necessary</p>		

<p>6. Installing additional protective wire cages around plants to minimize damage from wildlife or other sources;</p> <p>7. Incorporating additional monitoring events in an attempt to address site deficiencies proactively; or</p> <p>8. Adjusting the weed maintenance methods or schedule to address specific problems that arise.</p>					
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Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial

<p>Mitigation Measure 4.3-4: Preconstruction Surveys for Bats. A qualified biologist shall conduct a passive habitat assessment for bat use and habitat a minimum of 6 months prior to project construction activities in known or potential bat roosting habitat in the ruins and trees in the WRSP area which shall conform to the performance standards below. If the habitat assessment reveals bat activity, then a qualified bat biologist shall conduct a presence absence survey during peak activity periods. Survey methods, timing, duration, and species shall be provided for review and approval by the lead agency prior to habitat disturbance. Human intrusion into an active roost could be damaging to a population, particularly during the maternity season, March 15 through September 15, when females are aggregated and rearing defenseless young. To reduce potentially significant impacts to sensitive bat species during surveys by the qualified biologist, the following shall be verified:</p> <ul style="list-style-type: none"> a. Qualifications to determine adequate knowledge and experiences with the particular species for which they are surveying; and b. Demonstrable experience with bat surveys in specific roost types for project-specific conditions. Should bat species be confirmed on site either through the habitat assessment or during surveys, then at minimum the following shall be implemented: <ul style="list-style-type: none"> a. Species-specific avoidance methods to avoid disturbance; b. Evaluate the impact, including the length of time of disturbance, equipment noise, and the type of habitat present within the project footprint; c. Develop work windows for building demolition, tree trimming, or tree removal (typically August 31 through October 15 when young would be self-sufficiently volant and prior to hibernation and March 1 to April 15 to avoid hibernating or maternity colonies); d. Identify appropriate buffers outside of this work window; e. Outline specific timing of building demolition, renovation, or tree trimming or removal; and f. Incorporate and implement mitigation measures to offset any impacts to bat roosts on site through bat-friendly design and integrated bat roost construction. When designing new or renovated buildings, architects can include safe and attractive roosting opportunities for bats such as wall cavities in buildings. This includes the construction of connected bat boxes or design of other artificial bat roost habitat in remodeled structures (see Erickson et al. 2002) to enhance roosting opportunities on structures. 	<p>Submittal of documentation to verify that survey(s) have been conducted and other mitigation requirements were met</p>	<p>Within six month of the demolition of onsite structures</p>	<p>City of American Canyon</p>		
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Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
Section 4.4: Cultural Resources					
<p>Mitigation Measure 4.4-2: <i>Unanticipated Discovery of Archaeological Resources.</i> If prehistoric or historic-era archaeological resources are encountered by construction personnel during project implementation, all construction activities within 100 feet shall halt and the contractor shall notify the City of American Canyon. Prehistoric archaeological materials might include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil (“midden”) containing heat-affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs); battered stone tools, such as hammerstones and pitted stones. Historic-era materials might include stone, concrete, or adobe footings and walls; filled wells or privies; and deposits of metal, glass, and/or ceramic refuse.</p> <p>The Project Applicant shall retain a Secretary of the Interior-qualified archaeologist to inspect the findings within 24 hours of discovery and inform the City of American Canyon. If it is determined that the project may damage a historical resource or a unique archaeological resource (as defined pursuant to CEQA and the CEQA Guidelines), construction shall cease in an area determined by the archaeologist until a mitigation plan has been prepared in accordance with PRC § 21083.2 and CEQA Guidelines § 15126.4; approved by the City; and implemented to the satisfaction of the archaeologist. In consultation with the City, the archaeologist shall determine when construction may commence.</p> <p>Consistent with § 15126.4(b)(3), the mitigation plan shall recommend preservation in place, as a preference, or, if preservation in place is not feasible, data recovery through excavation. If preservation in place is feasible, this may be accomplished through one of the following means: (1) modifying the construction plan to avoid the resource; (2) incorporating the resource within open space; (3) capping and covering the resource before building appropriate facilities on the resource site; or (4) deeding resource site into a permanent conservation easement. If preservation in place is not feasible, a qualified archaeologist shall prepare and implement a detailed treatment plan to recover the scientifically consequential information from and about the resource, which shall be reviewed and approved by the City prior to any excavation at the resource site. Treatment of archaeological resources shall follow the requirements of PRC § 21083.2. Treatment for most resources shall consist of (but would not necessarily be not limited to) sample</p>	Submit documentation of findings and mitigation plan, if resources are encountered	During grading activities	City of American Canyon		

<p>excavation, artifact collection, site documentation, and historical research, with the aim to target the recovery of important scientific data contained in the portion(s) of the significant resource to be impacted by the project. The treatment plan shall include provisions for analysis of data in a regional context, reporting of results within a timely manner, curation of artifacts and data at an approved facility, and dissemination of reports to local and state repositories, libraries, and interested professionals.</p>					
<p>Mitigation Measure 4.4-3: <i>Unanticipated Discovery of Paleontological Resources.</i> If paleontological resources, such as fossilized bone, teeth, shell, tracks, trails, casts, molds, or impressions are encountered by construction personnel during project implementation, all construction activities within 100 feet shall halt and the contractor shall notify the City of American Canyon. The Project Applicant shall retain a qualified paleontologist to inspect the findings within 24 hours of discovery. The paleontologist shall assess the nature and importance of the find and, if necessary, develop appropriate treatment measures in conformance with Society of Vertebrate Paleontology standards, and in consultation with the City of American Canyon. The Project Applicant shall implement the final treatment measures.</p>	<p>Submit documentation of findings and verification of treatment measures, if resources are encountered</p>	<p>During grading activities</p>	<p>City of American Canyon</p>		

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>Mitigation Measure 4.4-4: <i>Unanticipated Discovery of Human Remains.</i> If human remains are encountered by construction personnel during project implementation, all construction activities within 100 feet shall halt and the contractor shall notify the City of American Canyon. The City shall contact the Napa County Coroner to affirmatively indicate to the City that no investigation of the cause of death is required. The Native American Heritage Commission (NAHC) shall be contacted within 24 hours if the Coroner determines that the remains are Native American. The NAHC shall then identify the person or persons it believes to be the most likely descendant from the deceased Native American (PRC § 5097.98), who in turn shall make recommendations to the City of American Canyon for the appropriate means of treating the human remains and any associated funerary objects (CEQA Guidelines § 15064.5(d)).</p>	Submit documentation of findings and treatment measures, if remains are encountered	During grading activities	City of American Canyon		
Section 4.5: Geology, Soils, and Seismicity					
<p>Mitigation Measure 4.5-4: <i>Geotechnical Requirements for the Quarry Pond.</i> Prior to issuance of any building permits, the Project Applicant shall submit to the City plans that are consistent with the geotechnical recommendations of a minimum setback of 3:1 (horizontal:vertical) from the toe of the existing quarry pond bank. Any proposed plans inside of the 3:1 setback, shall be the subject of a detailed slope stability analysis by a current California registered Geotechnical Engineer or Engineering Geologist where proposed slopes must meet minimum factor of safety requirements as determined by the most recent California Building Code for both static and dynamic (earthquake) conditions. Graded cut-and-fill slopes over 15 feet shall be no steeper than 3:1 with slopes up to 15 feet no steeper than 2:1. Other measures, such as use of retaining walls and geogrid reinforcement or corrective grading, shall be implemented as necessary in accordance with the specific geotechnical recommendation informed by the aforementioned detailed slope stability analysis and outlined in the design level geotechnical report.</p>	Submit grading plans for Quarry Lake Pond	Prior to issuance building permits	City of American Canyon		
Section 4.6: Hazards and Hazardous Materials					

<p>Mitigation Measure 4.6-1a: Evaluation for Lead-Based Paint or Coatings, Asbestos-Containing Materials, or Polychlorinated Biphenyls. The Project Applicant shall submit documentation to the City to verify that all proposed areas for demolition or modification have been assessed by California state licensed contractors for the potential presence of lead-based paint or coatings, asbestos containing materials, and polychlorinated biphenyl-containing equipment prior to issuance of a demolition permit.</p>	<p>Submit documentation of findings</p>	<p>Prior to demolition activities</p>	<p>City of American Canyon</p>		
<p>Mitigation Measure 4.6-1b: Health and Safety Plan. If the assessment required by Mitigation Measure 4.6-1a finds presence of lead-based paint, asbestos, and/or polychlorinated biphenyls, prior to any construction or demolition activities on the project site, the Project Applicant shall submit to the City for approval and shall implement a health and safety plan to protect workers from risks associated with hazardous materials during abatement, demolition or renovation of affected structures.</p>	<p>Submit and receive approval of Health and Safety Plan</p>	<p>Prior to demolition of structures containing lead-based paint, asbestos, and/or polychlorinated biphenyls</p>	<p>City of American Canyon</p>		

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>Mitigation Measure 4.6-1c: <i>Lead-Based Paint Removal Plan.</i> If the assessment required by Mitigation Measure 4.6-1a finds presence of lead-based paint, prior to any demolition of structures containing lead based paint, the Project Applicant shall submit to the City for approval and shall implement a lead-based paint removal plan in accordance with City and California Code of Regulations Title 8, §§ 1532.1 et seq., requirements. The plan shall specify, but not be limited to, the following elements for implementation:</p> <ul style="list-style-type: none"> • Develop a removal specification approved by a Certified Lead Project Designer;³ • Ensure that all removal workers are properly trained; • Contain all work areas to prohibit off-site migration of paint chip debris; • Remove all peeling and stratified lead-based paint on building and non-building surfaces to the degree necessary to safely and properly complete demolition activities according to recommendations of the survey. The demolition contractor shall be responsible for the proper containment and disposal of intact lead-based paint on all equipment to be cut and/or removed during the demolition; • Provide on-site personnel and area air monitoring during all removal activities to ensure that workers and the environment are adequately protected by the control measures used; • Clean up and/or vacuum paint chips with a high efficiency particulate air (HEPA) filter; • Collect, segregate, and profile waste for disposal determination; or • Properly dispose of all waste. 	Submit and receive approval of LeadBased Paint Removal Plan	Prior to demolition of structures containing leadbased paint	City of American Canyon		
<p>Mitigation Measure 4.6-1d: <i>Asbestos Abatement.</i> If the assessment required by Mitigation Measure 4.6-1a finds asbestos, prior to undertaking demolition or construction activities involving asbestos disturbance, the Project Applicant shall, demonstrate to the City that asbestos abatement shall be conducted by a California state licensed contractor prior to building demolition. Abatement of known or suspected asbestos-containing materials shall occur prior to demolition or construction activities that would disturb those materials.</p>	Submit documentation that abatement has been completed	Prior to demolition of structures containing asbestos	City of American Canyon		

³ A Lead Project Designer is defined in CCR Title 17, Division 1, Chapter 8.

<p>Pursuant to an asbestos abatement plan developed by a state-certified asbestos consultant and approved by the City, all asbestos-containing materials shall be removed and appropriately disposed of by a state certified asbestos contractor in accordance with Caltrans transportation requirements and any requirements of the receiving facility.</p>					
<p>Mitigation Measure 4.6-1e: Polychlorinated Biphenyl Abatement. If the assessment required by Mitigation Measure 4.6-1a finds polychlorinated biphenyls (PCBs), prior to undertaking demolition or construction activities that could disturb potential PCBs, the Project Applicant shall ensure that PCB abatement shall be conducted prior to building demolition or renovation. The Project Applicant shall demonstrate to the satisfaction of the City that PCBs shall be removed by a qualified contractor and transported in accordance with Caltrans requirements.</p>	<p>Submit documentation of PCB abatement</p>	<p>Prior to demolition of structures containing PCBs</p>	<p>City of American Canyon</p>		

<p>Mitigation Measures</p>	<p>Method of Verification</p>	<p>Timing of Verification</p>	<p>Responsible for Verification</p>	<p>Verification of Completion</p>	
				<p>Date</p>	<p>Initial</p>
<p>Mitigation Measure 4.6-2a: Phase I Recommendations. Prior to commencement of construction, the Project Applicant shall contract a qualified environmental consulting firm with state registered professionals (Professional Engineers or Geologists) to carry out the recommendations contained in the April 14, 2015, Phase I Environmental Site Assessment report by ENGEO Incorporated pertaining to the potential environmental concerns. The Phase I report included recommendations for collection of surface soil samples for laboratory analysis and oversight of other earthwork activities. The findings of the soil sampling effort shall be submitted to the Napa County Environmental Health Division (NCEHD) prior to initiating any earthwork activities on the project site for direction on whether any further sampling or remediation may be necessary.</p>	<p>Submit documentation that recommendations of the Phase I Environmental Site Assessment have been implemented, as necessary</p>	<p>Prior to commencement of construction</p>	<p>City of American Canyon</p>		

<p>Mitigation Measure 4.6-2b: Soil Management Plan. The project shall submit and obtain approval of a Soil Management Plan from the Napa County Environmental Health Division (NCEHD) prior to initiating any earthwork activities on the project site. During construction, the contractor shall cease any earthwork activities upon discovery of any suspect soils or groundwater (e.g., petroleum odor and/or discoloration) during construction in accordance with a Soil Management Plan prepared for the project by a qualified environmental consultant and approved by the NCEHD. The contractor shall notify the NCEHD upon discovery of suspect soils or groundwater and retain a qualified environmental firm to collect soil samples to confirm the level of contamination that may be present. If contamination is found to be present, any further proposed groundbreaking activities within areas of identified or suspected contamination shall be conducted according to a site specific health and safety plan, prepared by a California state licensed professional. The contractor shall follow all procedural direction given by NCEHD and in accordance with the Soil Management Plan prepared for the site to ensure that suspect soils are isolated, protected from runoff, and disposed of in accordance with transportation laws and the requirements of the licensed receiving facility.</p>	<p>Submit NCEHD-approved Soil Management Plan and Health and Safety Plan, as necessary</p>	<p>Prior to grading and during construction</p>	<p>City of American Canyon and/or Napa County Environmental Health Division, as necessary</p>		
<p>Mitigation Measure 4.6-2c: Removal of Contaminated Soil or Groundwater. If contaminated soil or groundwater is encountered and identified constituents exceed human health risk levels, the Project Applicant shall submit documentation to the City to verify that it has been delineated, removed, and disposed of off site in compliance with the receiving facilities' requirements prior to construction of any building foundation.</p>	<p>Submit documentation of removal of contaminated soil or groundwater, if encountered</p>	<p>Prior to construction of any building foundation</p>	<p>City of American Canyon</p>		
<p>Mitigation Measure 4.6-4: Development within 50 Feet of the Pacific Gas & Electric (PG&E) Pipeline/Easement. Prior to issuance of building or grading permits, Project Applicant shall submit documentation to the City to verify that development plans located within 50 feet of the existing PG&E pipeline/easement, including utilities that may intersect the existing PG&E pipeline, have been submitted to PG&E Gas Transmission Integrity Management and PG&E Land Development for review and approval. Project Applicant plans for all proposed improvements located within this zone shall adhere to the requirements of PG&E Gas Transmission Integrity Management and PG&E Land Development, including without limitation, setback requirements, depth of cover over pipeline, location of trees and maintenance requirements, minimum separation of crossing utilities, trail location, as well as any relocation requirements, if applicable.</p>	<p>Submit development plans for any activities within 50 feet of the existing PG&E pipeline/easement</p>	<p>Prior to issuance of building or grading permits for any activities within 50 feet of the existing PG&E pipeline/easement.</p>	<p>City of American Canyon and/or PG&E, as necessary</p>		

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
Section 4.7: Hydrology and Water Quality					
<p>Mitigation Measure 4.7-1: <i>Stormwater Pollution Prevention Plan (SWPPP)</i>. Prior to issuance of grading permits for the project, the Project Applicant shall submit documentation to the City to verify that a Storm Water Pollution Prevention Plan (SWPPP) has been prepared in accordance with the requirements of the statewide National Pollutant Discharge Elimination System (NPDES) Construction General Permit. The SWPPP shall be designed, without limitation, to address the following objectives: (1) all pollutants and their sources, including sources of sediment associated with construction, construction site erosion, and all other activities associated with construction activity are controlled; (2) where not otherwise required to be under a Regional Water Quality Control Board permit, all non-stormwater discharges are identified and either eliminated, controlled, or treated; (3) site best management practices (BMPs) are effective and result in the reduction or elimination of pollutants in stormwater discharges and authorized non-stormwater discharges from construction activity; and (4) stabilization BMPs are installed to reduce or eliminate pollutants after construction is completed. The SWPPP shall be prepared by a qualified SWPPP developer and included as part of construction specifications. The SWPPP shall include the minimum BMPs required for the identified Risk Level in accordance with NPDES Construction General Permit requirements. BMPs could include, but are not necessarily limited to the use of straw bales, silt fences, fiber rolls, hydroseeding, preservation of existing vegetation, straw mulch, washing of truck tires prior to exiting site, protection of existing storm drain inlets, dedicated refueling areas with secondary containment, and on-site storage of spill prevention kits. BMP implementation shall be consistent with the BMP requirements in the most recent version of the California Stormwater Quality Association Stormwater Best Management Handbook-Construction or the Caltrans <i>Stormwater Quality Handbook Construction Site BMPs Manual</i>.</p>	Submit Stormwater Pollution Prevention Plan	Prior to issuance of grading permits	City of American Canyon		

<p>Mitigation Measure 4.7-2: Water Discharge Requirements for Dewatering. For areas that may encounter groundwater during excavation activities, the Project Applicant shall incorporate San Francisco Regional Water Quality Control Board (SFRWQCB) discharge requirements into construction specifications for any dewatering activities that may be necessary. The Project Applicant shall provide all requested plans and protocols and incorporate any SFRWQCB additional comments or requests into project specifications for construction activities. Dewatering plans shall include, without limitation, an assessment of water quality, protocols for containment, and thresholds for discharge. No discharge of pumped water for dewatering shall occur prior to approval from SFRWQCB.</p>	<p>Submittal of dewatering plans</p>	<p>During excavation and grading activities</p>	<p>City of American Canyon</p>		
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Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>Mitigation Measure 4.7-3a: Post-Construction Stormwater Controls. Prior to approval of tentative maps or issuance of building permits for the project, the Project Applicant shall submit documentation to the City to verify that post-construction stormwater controls have been included in the site design in accordance with the requirements of the National Pollutant Discharge Elimination System (NPDES) Phase II Small Municipal Separate Storm Sewer Systems (MS4) Permit and the Bay Area Stormwater Management Agencies Association (BASMAA) Post-Construction Manual. The Project Applicant shall prepare the final Stormwater Control Plan (SCP) and any necessary changes by the City or the SFRWQCB shall be incorporated into project design plans to ensure the required controls are in place and adhere to the requirements of the NPDES Phase II Small MS4 Permit and consistent with the BASMAA manual. At a minimum, the SCP shall demonstrate how the following measures shall be incorporated into the project:</p> <ul style="list-style-type: none"> • Low-impact development (LID) site design principles (e.g., preserving natural drainage channels, treating stormwater runoff at its source rather than in downstream centralized controls); • Source control best management practices (BMPs) in the form of design standards and structural features for all proposed areas of development; 	<p>Submit documentation of compliance with the NPDES Phase II Small Municipal Separate Storm Sewer Systems Permit and the Bay Area Stormwater management Agencies Association Postconstruction Manual</p>	<p>Prior to approval of tentative maps or issuance of building permits</p>	<p>City of American Canyon</p>		

<ul style="list-style-type: none"> • Source control BMPs for landscaped areas shall be documented in the form of a Landscape Management Plan that relies on Integrated Pest Management and also includes pesticide and fertilizer application guidelines designed to minimize any off-site discharge; and • Treatment control measures (e.g., bioretention, porous pavement, vegetated swales) targeting any potential pollutants such as sediment, pathogens, metals, nutrients (nitrogen and phosphorus compounds), oxygen-demanding substances, organic compounds (e.g., PCBs, pesticides), oil and grease, and trash and debris. The SCP shall demonstrate that the project has the land area available to support the proposed BMP facilities sized per the required water quality design storm. 					
<p>Mitigation Measure 4.7-3b: Compliance with the MS4 Permit. Prior to issuance of any building permits, the Project Applicant shall submit documentation to the City to demonstrate adherence to Provision E.12.h of the Municipal Separate Storm Sewer Systems (MS4) Permit, which requires that an Operation and Maintenance Program is implemented for post-construction stormwater management features. Responsible parties and funding for long-term maintenance of all Best Management Practices (BMPs) must be specified within the Operation and Maintenance Plan. This Plan shall specify a regular inspection schedule of stormwater treatment facilities in accordance with the requirements of the National Pollutant Discharge Elimination System (NPDES) MS4 Permit. Reports documenting inspections and any remedial action conducted shall be submitted regularly to the City for review and approval.</p>	<p>Submit documentation that an Operation and Maintenance Program has been implemented for post-construction stormwater management features</p>	<p>Prior to issuance of building permits</p>	<p>City of American Canyon</p>		

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
Section 4.9: Noise					
<p>Mitigation Measure 4.9-1: <i>Construction Noise</i>. To reduce the potential for noise impacts due to construction of the project, the Project Applicant shall require construction contractors to implement the following measures:</p> <ul style="list-style-type: none"> • Stationary construction noise sources shall not be located within 200 feet of residence. If necessary to locate this equipment within 200 of existing residences, stationary equipment shall be shielded by temporary noise barriers or acoustic enclosures that are long and tall enough to break line of sight. • Noise barriers or shielding shall be erected for construction work associated with on-site construction activities that involves heavy construction equipment and occurs within 200 feet of residences for an extended period of time (i.e., more than 2 weeks). The barriers shall be long enough to break line of sight and at least 8 feet in height. • Equipment warm up areas and equipment storage areas shall not be located closer than 500 feet of adjacent residences. • All heavy construction equipment and all stationary noise sources (such as diesel generators) shall have properly functioning manufacturer-installed mufflers. • Stationary noise sources, such as temporary generators and pumps, shall be positioned as far from nearby receivers as possible, within temporary enclosures and shielded by barriers (which could reduce construction noise by as much as 5 dB), or other measures, to the extent feasible. • Use “quiet” models of air compressors and other stationary equipment where such technology exists. • Prohibit unnecessary idling of internal combustion engines. • To further reduce the potential for impacts, a Construction Noise Management Plan shall be prepared and shall include the following: <ul style="list-style-type: none"> ○ A process by which to provide a minimum of 2 weeks’ advance notice to all residences located within 200 feet of construction activities that are expected to occur for a period of 2 weeks or longer within a defined area, including the approximate start and end dates of such activities. ○ Signs shall be posted at all project entrances upon commencement of construction for the purposes of informing all contractors/subcontractors, their employees, agents, 	Submit documentation verifying implementation of mitigation implementation, including construction Noise Management Plan	During construction activities	City of American Canyon		

<p>material haulers, and all other persons at the project of the basic requirements of Mitigation Measure 4.9-1.</p> <ul style="list-style-type: none"> o Publicly visible signs shall be posted on security fencing at multiple locations around the perimeter of the project construction boundary that include: <ul style="list-style-type: none"> ■ Permitted construction days and hours. ■ A telephone number and designated person to contact for registering noise complaints. The designated person shall be available to respond to, and if necessary through complaint verification, take corrective action to ensure that noise emissions from the offending equipment or activity is addressed. Corrective action shall be applied immediately if feasible, and within no later than 48 hours after receipt of the noise complaint. The designated person shall track complaints and corrective actions taken to resolve noise complaint issues. 					
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Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
Section 4.12: Transportation and Traffic					

<p>Mitigation Measure 4.12-3a (same as Mitigation Measure 4.2-2a in Section 4.2, Air Quality and Greenhouse Gas Emissions): Transportation Demand Management (TDM) Program.</p> <p>Prior to issuance of the first building permit for the non-residential use areas (i.e., Napa Valley Ruins & Gardens [NVR&G] and hotel), the Project Applicant shall develop a TDM program for the non-residential use areas (i.e., NVR&G and hotel) and shall submit the TDM program to the City Department of Public Works for review and approval. The Project Applicant shall be responsible for funding and overseeing the delivery of trip reduction/TDM proposed programs and strategies, which may include, but are not limited to, the following:</p> <ol style="list-style-type: none"> 1. Establishment of carpool, buspool, or vanpool programs; 2. Vanpool purchase incentives; 3. Cash allowances, passes or other public transit subsidies and purchase incentives; 4. Preferential parking locations for ridesharing vehicles; 5. Computerized commuter rideshare matching services; 6. Guaranteed ride home program for ridesharing; 7. Bicycle programs including bike purchase incentives, storage, and maintenance programs; 8. On-site car share and bike share service; 9. Preparation of a Parking Management Plan to address parking accommodations for large events; 10. Designation of an on-site transportation coordinator for the project; 11. Transit and trip planning resources such as commute information kiosk; 12. Employer provided showers, changing rooms, and clothing lockers for office employees that commute via active transportation; 13. Bicycle route mapping resources; 14. Participation in future citywide Transportation Management Association (TMA); and 15. Submit annual reports to the City regarding TDM activities. 	<p>Approval of TDM program</p>	<p>Prior to issuance of first building permit for the nonresidential use area (i.e., NVR&G and hotel)</p>	<p>City of American Canyon</p>		
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RESOLUTION NO. 2020-106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON APPROVING THE MASTER CONDITIONS OF APPROVAL FOR AC-1 PORTION OF WATSON RANCH

WHEREAS, pursuant to Section 65300 of the State Planning and Zoning Law, the City of American Canyon (City) 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, the City of American Canyon General Plan land use and zoning designation for the property known as the Watson Ranch Specific Plan property is Town Center, which requires the approval of a specific plan to designate the land uses, range of residential and nonresidential densities and unified design standards within the Watson Ranch Specific Plan property; and

WHEREAS, on November 6, 2018, the City Council of the City of American Canyon adopted an Ordinance approving the Watson Ranch Specific Plan that provides for the development of the approximately 309-acre Watson Ranch Specific Plan site with a mixed use community component 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; and

WHEREAS, on June 18, 2019, the City Council approved the Watson Ranch Specific Plan Development Agreement (Ordinance 2019-06, Agreement 2019-A107); and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), a final environmental impact report (Final EIR) was prepared for the Watson Ranch Specific Plan, and includes required Mitigation Measures; and

WHEREAS, on November 19, 2020, the City of American Canyon Planning Commission conducted a duly-noticed public hearing and unanimously recommended City Council approval of the Master Conditions of Approval for AC-1 Portion of Watson Ranch; and

WHEREAS, a duly-noticed public hearing was held by the City Council of the City of American Canyon on December 15, 2020 on the subject application, at which time all those in attendance were given the opportunity to speak on this proposal and to submit comments.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon, having considered all the evidence, including any submitted by member of the public, hereby approves the Master Conditions of Approval for AC-1 Portion of Watson Ranch as attached hereto as Exhibit A.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of American Canyon, having considered all the evidence, including any submitted by member of the public, hereby makes the following findings consistent with the California Environmental Quality Act (CEQA).

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

1. The City of American Canyon makes the following findings and determinations based on substantial evidence in the record as a whole 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”).
2. Pursuant to CEQA, an Environmental Impact Report was prepared, supplemented, and certified for the Watson Ranch Project (“Project EIR”). The Project EIR considered and analyzed the significant adverse environmental impacts of, related mitigation measures for, and reasonable alternatives to, the planning, development, construction, operation, and maintenance of the proposed uses of the Property implemented through the “Project Approvals” of the “Project,” including without limitation, the General Plan Amendment, Watson Ranch Specific Plan (and related Zoning), Large Lot Vesting Tentative Map, and Development Agreement. In accordance with CEQA, City certified as legally adequate and complete the Project EIR, and approved the development allowed and approved by said existing and future Project Approvals contemplated by the Project EIR and the Development Agreement.
3. The proposed Master Conditions of Approval for AC-1 Portion of Watson Ranch is a contemplated “Project Approval” under the Project EIR and the Development Agreement. Under CEQA, a Specific Plan EIR, like the Watson Ranch Specific Plan Project EIR, is generally assumed to be used at a “development level.” *See, e.g.,* CEQA Guidelines § 15168. Under controlling CEQA law, particularly CEQA Guidelines section 15162, the legal question is whether the Project EIR, itself, needs updating (through a Subsequent or Supplemental EIR) before the City can consider and approve the Master Conditions of Approval for AC-1 Portion of Watson Ranch, or whether the Project EIR provides the appropriate CEQA compliance work for the City’s consideration and approval of the Master Conditions of Approval for AC-1 Portion of Watson Ranch. For the following reasons and findings, by law, no such Subsequent or Supplemental EIR can be required by the City, and the Project EIR provides the appropriate CEQA compliance work for the City’s consideration and approval of the Master Conditions of Approval for AC-1 Portion of Watson Ranch.

First, CEQA Guidelines section 15162 provides as follows [*City responses to the issues raised by Section 15162 are provided in bracketed, italicized text below*]:

(a) When an EIR has been certified . . . for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; [*There is no substantial evidence in the light of the whole record revealing any changes proposed in the Project, let alone changes that will involve involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. The Master Conditions of Approval for AC-1 Portion of Watson Ranch implement the Watson Ranch Specific Plan Project, and no new significant environmental effects or substantial increase in the severity of previously identified significant effects not already addressed by the Project EIR will result from that implementation.*]

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR . . . due to the involvement of

new significant environmental effects or a substantial increase in the severity of previously identified significant effects. *[There is no substantial evidence in the light of the whole record revealing circumstances under which the Project is undertaken which require major revisions to the Project EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects: the Master Conditions of Approval for AC-1 Portion of Watson Ranch are anticipated by, and are the implementation of, the Watson Ranch Specific Plan Project (and Project Approvals), and no new significant environmental effects or a substantial increase in the severity of previously identified significant effects not already addressed by the Project EIR will result from that implementation.];* or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following *[There is no substantial evidence in the light of the whole record revealing any such new information of any kind has been presented]*:

(A) The project will have one or more significant effects not discussed in the previous EIR . . . *[There is no substantial evidence in the light of the whole record revealing that the Master Conditions of Approval for AC-1 Portion of Watson Ranch will have one or more significant effects not discussed in the Project EIR: Instead, the Master Conditions of Approval for AC-1 Portion of Watson Ranch are anticipated by, and are the implementation of, the Watson Ranch Specific Plan Project as fully analyzed by the Project EIR];*

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR *[There is no substantial evidence in the light of the whole record revealing that the Master Conditions of Approval for AC-1 Portion of Watson Ranch will result in a situation where significant effects previously examined in the Project EIR will be substantially more severe than shown and discussed in the Project EIR: Instead, the Master Conditions of Approval for AC-1 Portion of Watson Ranch are anticipated by, and are the implementation of, the Watson Ranch Specific Plan Project as fully analyzed by the Project EIR];*

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative *[There is no substantial evidence in the light of the whole record supporting a determination that mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the project proponents decline to adopt the mitigation measure or alternative.];* or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative. *[There is no substantial evidence in the light of the whole record supporting a determination that mitigation measures or alternatives which are considerably different from those analyzed in the Project EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative. No such mitigation measure nor alternatives have been proposed,*

nor are warranted, and no rejection of such mitigation measure or alternative by the project applicant has taken place.]

Because there is no substantial evidence in the record to support any of the findings set forth in CEQA Guidelines section 15162, as a matter of law, no additional CEQA work can be required by the City relating to the City's consideration and approval of the Master Conditions of Approval for AC-1 Portion of Watson Ranch.

Second, similar to CEQA Guidelines section 15162, CEQA Guidelines section 15163 provides that a public agency may choose to prepare a "Supplement" to an EIR - rather than a "Subsequent" EIR - only if (1) any of the findings described in Section 15162 (above) would require the preparation of a Subsequent EIR, yet (2) only minor additions or changes would be necessary to make the Project EIR adequately apply to the changed situation. As stated above, because there is no substantial evidence in the record to support any of the findings set forth in CEQA Guidelines section 15162, then, as a matter of law, no finding can be made under CEQA Guidelines section 15163. Therefore, no additional CEQA work for the Master Conditions of Approval for AC-1 Portion of Watson Ranch can be required by the City.

Third; and lastly, under the Development Agreement, "to the extent permitted or required by CEQA, City shall use . . . 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." Development Agreement § 2.04(k). Because CEQA prohibits the City from requiring additional CEQA compliance work for the Master Conditions of Approval for AC-1 Portion of Watson Ranch approvals, for the reasons discussed above, the Development Agreement likewise enforces that CEQA requirement and prohibits additional "new or supplemental environmental documentation." Development Agreement § 2.04(k).

Therefore, the City finds and determines that the Project EIR provides the appropriate CEQA compliance documentation for the City's consideration and approval of the proposed Master Conditions of Approval for AC-1 Portion of Watson Ranch.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 15th day of December, 2020, by the following vote:

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



Leon Garcia, Mayor

ATTEST:



Cherri Walton, Interim City Clerk

APPROVED AS TO FORM:



William D. Ross, City Attorney

EXHIBITS:

A. Master Conditions of Approval for AC-1 Portion of Watson Ranch

**MASTER CONDITIONS OF APPROVAL
FOR AC-1 PORTION OF WATSON RANCH**

A. MASTER CONDITIONS - GENERALLY

<i>Master COA #</i>	<i>Developer Obligations</i>	<i>Mechanism</i>	<i>Implementation; Parcel #</i>	<i>Status</i>
1.	These Master Conditions of Approval (“Master Conditions”) adopted by the City of American Canyon (“City”) relate only to the American Canyon I, LLC portion of the City’s Watson Ranch project (“Project”). American Canyon I, LLC shall also be referred to herein as “AC-1,” “Master Developer,” “Developer,” and/or “Applicant,” and shall include successors, as explained and controlled by the Development Agreement between the City and AC-1 (“Development Agreement”). Unless otherwise defined in these Master Conditions, terms and phrases used in these Master Conditions shall have that meaning set forth in the Development Agreement. The Development Agreement, as amended over time, shall control over these Master Conditions and any subsequent “Specific Conditions,” as described herein. These Master Conditions provide certain provisions of the Development Agreement. However, regardless of whether present or not in these Master Conditions, the entire Development Agreement, as amended over time, shall apply to, and control over, these Master Conditions.	Relevant Subsequent Approvals	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit	Applicable or Satisfied
2.	The Project’s “Large Lot Vesting Tentative Map” was approved and later recorded as the “Large Lot Final Map,” producing twenty four (24) lots/parcels (“Large Lot Parcels”). Each of those Large Lot Parcels will be further subdivided over time creating additional lots/parcels. These Master Conditions apply to the Project, the large Lot Parcels, and all such subsequent subdivision map approvals. The idea behind these Master Conditions is to establish a consistent set of “rules” (Conditions of Approval) that can be used throughout the implementation of the Project, thereby ensuring certainty and efficiency.	Relevant Subsequent Approvals	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit	Applicable
3.	These Master Conditions also express certain requirements from the Watson Ranch Specific Plan.	Relevant Subsequent Approvals	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit	Applicable
4.	These Master Conditions also contain the relevant Mitigation Measures relating to the Project, including without limitation, the EIR’s Mitigation Monitoring and Reporting Program, as clarified, updated and refined by these Master Conditions to reflect implementation progress.	Relevant Subsequent Approvals	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit	Applicable
5.	These Master Conditions also contain requirements from the City’s standard Subdivision Improvement Agreement (“SIA”) in order to streamline the future SIA process. Subsequent subdividing of the Project will involve SIAs, which SIAs will employ these Master Conditions.	SIA	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit	Applicable

**MASTER CONDITIONS OF APPROVAL
FOR AC-1 PORTION OF WATSON RANCH**

<p>6.</p>	<p>In addition to these Master Conditions, “Specific Conditions of Approval” (also referred to as “Specific Conditions”) resulting from the subsequent subdivision map approvals, Design Permit/Guidelines approvals, and/or other development approvals may be drafted and imposed on a Large Lot Parcel’s subsequent development. Such Specific Conditions may stand alone and be imposed in addition to these Master Conditions, and/or may be added to these Master Conditions over time. Any and all such Specific Conditions shall be subject to and controlled by these Master Conditions, which Master Conditions shall be subject to, and controlled by, the Development Agreement. If a conflict arises between these Master Conditions, and/or any Specific Conditions and the express and/or implied provisions of the Development Agreement, as amended over time, the Development Agreement shall control.</p> <p>Where possible, these Master Conditions describe the “Mechanism” for satisfying the Master Condition (for example, subdivision map approval, adopted Design Guidelines, etc.), the “Implementation” timing of the Master Condition (for example, Building Permit issuance), and the “Status” of such Master Condition performance (whether the requirement is still “Applicable, whether it has been “Completed,” etc.). Additionally, through subsequent “mapping” of a particular Large Lot Parcel pursuant to the Subdivision Map Act, listed Master Conditions applicable to that Parcel may be further organized into relevant Phases (phased final maps) of that Parcel, if applicable.</p> <p>As used in these Master Conditions, a reference to “All” or “All Parcels” shall mean that the Master Condition is setting a general rule that applies to the development of any and all Large Lot Parcels. When these Master Conditions provide that the Master Condition in question shall apply to “Applicable Parcels,” that means that each Parcel over which the Master Backbone Infrastructure (MBI) in question lies and/or abuts (and therefore the Parcel is responsible for the “Parcel’s MBI Portion”) is one of the “Applicable Parcels.”</p>	<p>Relevant Subsequent Approvals</p>	<p>Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit</p>	<p>Applicable</p>
<p>7.</p>	<p>As used in these Master Conditions, the following definitions shall apply. “SIA” shall mean the relevant/applicable “Subdivision Improvement Agreement.” “Major Backbone Infrastructure” work or “MBI” shall have that meaning provided by the Development Agreement. “Public Improvements” work shall mean infrastructure improvements to be constructed by Developer, and then dedicated to, accepted by, and operated and maintained by, City. “Private Improvements” shall mean infrastructure improvements that shall be constructed by Developer and not be dedicated to, accepted by, and operated and maintained by, City. “Improvement Plans” shall mean those improvement plans and specifications relating to MBI, Public Improvements, and/or Private Improvements. Developer shall obtain City approval of all Improvement Plans for the relevant MBI, Public Improvements, and/or Private Improvements work. All work on the relevant MBI, Public Improvements, and/or Private Improvements shall be performed by Developer at the places, at the grades, with the materials, and in the manner as shown on the City-approved Improvement Plans. Additionally, the phrase: “Pre-Final Map, Final Map Recordation, Grading Permit, Construction Permit, Building Permit, Occupancy Permit” shall mean that the timing of performance of the particular Master Condition will be satisfied at one of those performance events, as will be determined by the Subsequent Approval.</p>	<p>Relevant Subsequent Approvals</p>	<p>Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit</p>	<p>Applicable</p>

**MASTER CONDITIONS OF APPROVAL
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8.	<p>Unless otherwise set forth in these Master Conditions, or unless otherwise agreed to by City and Developer, each Parcel shall be responsible for the entirety of the design and construction of the “Master Backbone Infrastructure” (also “MBI”) of the Public Improvement for the geographic distance of the Parcel’s entire frontage on such MBI, and/or the entire geographic distance that such MBI traverses such Parcel (“Parcel’s MBI Portion”). For example, if the MBI in question is Rio Del Mar, then the Parcel in question shall be responsible for the design and construction of all of that portion of Rio Del Mar that traverses and/or abuts such Parcel, i.e., the “Parcel’s MBI Portion.” Such Parcel MBI Portion design and construction shall be to the “ultimate design” of the MBI in question, including without limitation, ultimate width, depth, curb, gutter, sidewalk, street lighting, landscaping, etc. City, Developer, and the owner/builder of the relevant Parcel (if different than Developer) may by mutual agreement refine the requirements of this Master Condition. Therefore, if the Master Conditions provide that the Master Condition in question shall apply to “Applicable Parcels,” that means that each Parcel over which the MBI in question lies and/or abuts (and therefore the Parcel is responsible for the “Parcel’s MBI Portion”) is one of the “Applicable Parcels.” If the MBI in question traverse and/or abuts more than one Parcel, then the responsibility of each such Parcels shall be determined (“Proportional Share”) and the first Parcel (of such Parcels) to develop shall be responsible for the design and construction of all of that portion of MBI and that traverses and/or abuts such first Parcel (i.e., the “Parcel’s MBI Portion”) and such first Parcel shall have the right to secure a Reimbursement Agreement from the City so that such first Parcel is reimbursed by such other Parcels for such other Parcels’ Proportional Share at such time when such other Parcel(s) would have otherwise been responsible to provide such MBI, or at such other time/or by such means as is mutually agreed to by City and Developer.</p>	<p>Applicable Parcels</p> <p>Parcel’s MBI Portion</p> <p>Reimburse</p>	<p>Pre-Final Map, final map recordation, Grading Permit, Construction Permit, Building Permit, Occupancy Permit</p>	<p>Applicable</p>
9.	<p>When Parcel-necessary infrastructure has not yet been brought to the physical (geographic) location of the Parcel in question to be developed (the “Relevant Parcel”), then the development of such Relevant Parcel shall require (unless otherwise agreed between City and Developer) that such Relevant Parcel shall provide and construct all of the MBI otherwise required of other Parcels (the Parcel MBI Portion of all such other Large Lot Parcels) over which the MBI is needed to traverse and/or abut in order to access the Relevant Parcel and bring and provide such Parcel-necessary infrastructure to the Relevant Parcel. In such a case, the Relevant Parcel shall have the right to secure a Reimbursement Agreement from the City so that the costs of such additional provision and construction by the Relevant Parcel of the MBI otherwise required of such other Parcels is reimbursed to the Relevant Parcel at such time as such other Parcel(s) would have otherwise been responsible to provide such infrastructure, or at such other time/or by such means as is mutually agreed to by City and Master Developer.</p>	<p>Relevant Parcels</p> <p>Parcel’s MBI Portion</p> <p>Reimburse</p>	<p>Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit</p>	<p>Applicable</p>
10.	<p>When a Large Lot Parcel is further subdivided, it shall have its own separate SIA and attached Exhibit(s) containing relevant Master Conditions and any other Specific Conditions, as described herein.</p>	<p>SIA</p>	<p>Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit</p>	<p>Applicable</p>

**MASTER CONDITIONS OF APPROVAL
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11.	These Master Conditions apply to Developer, and Developer’s successors, as more specifically set forth in the Development Agreement, as amended over time.	Relevant Subsequent Approvals	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit	Applicable
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B. MASTER CONDITIONS - SPECIFIC PLAN

Master COA #	Developer Obligations	Mechanism	Implementation; Parcel #	Status
12.	PHASING OF PRIVATE DEVELOPMENT NVR&G is a development priority in the Specific Plan. 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. Developer shall have the right to commence development of any portion of the NVR&G at any time provided necessary MBI and other Public Improvements are constructed and operational before or at the time of occupancy of such portion of the NVR&G.	Relevant Subsequent Approvals	Relevant Parcel	Applicable

C. MASTER CONDITIONS – DEVELOPMENT AGREEMENT

Master COA #	Section and Page	Developer Obligations	Mechanism	Implement.	Status
13.		The entire Development Agreement, as amended, shall apply. Any reference in these Master Conditions to “Development Agreement” shall mean the Development Agreement by and between AC-1 and City, as amended over time. The following Master Conditions provide certain terms and conditions set forth in the Development Agreement, and shall automatically be amended as the Development Agreement is amended over time. Not all Development Agreement terms and conditions are set forth below; however, all terms and conditions of the Development Agreement, as amended over time, shall nonetheless apply to the Project, the Project Approvals, these Master Conditions, and any Specific Conditions, regardless of whether or not set forth herein.	Relevant Subsequent Approvals	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit	Applicable
14.	§§ 2.06 through 2.07 Page 32	As more particularly described in the Development Agreement, if chosen by Master Developer in its sole and exclusive discretion, Master Developer shall be responsible for the design and construction of the “Phase 1 Newell Drive Initial Access.” The Phase 1 Newell Drive Initial Access shall begin (commence) from the existing terminus of Newell Drive,	Relevant Subsequent Approvals Certain proceeds	As set forth in Development Agreement (e.g., Pre-Final Map,	Applicable

**MASTER CONDITIONS OF APPROVAL
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		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 the Development Agreement, and as shown on <i>Exhibit B</i> to the Development Agreement, and <i>Exhibit A</i> to these Master Conditions.	from State of California will help fund portions of the Newell Drive Initial Access	SIA, Grading Permit, Construction Permit, Building Permit, Occupancy Permit)	
15.	§ 2.06(c)(1) Page 32	As more particularly described in the Development Agreement, if chosen by Master Developer in its sole and exclusive discretion, Master Developer shall be responsible for the design and construction of the “Phase 2 Newell Drive Initial Access.” The Phase 2 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 <i>Exhibit B</i> to the Development Agreement, and <i>Exhibit A</i> to these Master Conditions.	Applicable Parcels	As set forth in Development Agreement	Applicable
16.	§ 2.06(c)(1) Page 32	As more particularly described in the Development Agreement, before the 743 rd building permit for a residential structure on the Project can be issued by the City, Developer, at Developer’s sole and exclusive discretion, shall construct one of the following roadway improvements (all shown on <i>Exhibit B</i> to the Development Agreement and <i>Exhibit A</i> to these Master Conditions.): 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 the 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 <i>Exhibit B</i> to the Development Agreement, and <i>Exhibit A</i> to these Master Conditions. Any and all affordable residential housing units built in the Watson Ranch Specific Plan shall be exempt from, and therefore shall not be included, in determining the 743 residential housing unit count or any other residential unit cap.	Applicable Parcels	As set forth in Development Agreement	Applicable
17.	§ 2.07(a) Page 34	Developer shall not be responsible for any fees and costs related to the City Attorney, and/or any City Special Legal Counsel regarding any railroad crossing, roadway, and/or other MBI.	Applicable Parcels	Pre-Final Map, SIA, Grading Permit,	Applicable

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				Construction Permit, Building Permit, Occupancy Permit	
18.	§ 2.07(c)(1) Page 34	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 <i>Exhibit C</i> to the 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.	Applicable Parcels	Building Permit	Applicable
19.	§ 2.07(c)(2) Page 34	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 the 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.	Applicable Parcels	Building Permit	Applicable
20.	§ 2.07(c) Page 34	Processing of project approvals shall be performed pursuant to the Development Agreement.	Applicable Parcels	Pre-Final Map, SIA, Grading Permit, Construction Permit, Building Permit, Occupancy Permit	Applicable
21.	§ 2.07(c)(3) Pages 34-35	Developer shall pay, one or some combination of the following options, in Developer’s sole and exclusive discretion: 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	Applicable Parcels	Pre-Final Map, SIA, Grading Permit, Construction Permit, Building Permit, Occupancy Permit	Applicable

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		<p>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 Processing Consultant within said 30-day period, then the Resolution Process set forth in the Development Agreement shall apply. City and Developer shall maintain and update a list of Processing Consultants acceptable to City. And/or,</p> <p style="padding-left: 40px;">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.</p>			
22.	§ 2.07(d) Pages 35-36	<p>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:</p> <p style="padding-left: 40px;">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;</p> <p style="padding-left: 40px;">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</p>	Applicable Parcels	Pre-Final Map, SIA, Grading Permit, Construction Permit, Building Permit, Occupancy Permit	Applicable

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		<p>such Developer-noticed Inspection Consultant within said 30-day period, then the Resolution Process set forth in the Development Agreement shall apply. City and Developer shall maintain and update a list of Inspection Consultants acceptable to City. And/or,</p> <p>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.</p>			
23.	§ 2.07(f) Page 37	<p>During the Term of the 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 the 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.</p>	Applicable Parcels	Pre-Final Map, SIA, Grading Permit, Construction Permit, Building Permit, Occupancy Permit	Applicable
24.	§ 2.07(h)(1)(D) Page 39	<p>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.</p>	Applicable Parcels	Pre-Final Map, SIA, Grading Permit, Construction Permit, Building Permit, Occupancy Permit	Applicable
25.	§ 2.07(h)(1)(E) Page 39	<p>Developer’s commencement of Watson Ranch Specific Plan’s Phase 4 of residential development shall be conditioned upon Developer’s commencement of “Developer’s Newell Drive Obligations,” provided the relative/relevant “City Precursors” (prerequisites) to each such Developer’s Newell Drive Obligations have been satisfied by City, all as provided in the Development Agreement.</p>	Applicable Parcels	Pre-Final Map, SIA, Grading Permit, Construction Permit, Building Permit, Occupancy Permit	Applicable

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26.	§ 2.07(h)(1)(E) Page 40	If at Developer’s planned 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 the Development Agreement in order to keep the Parties apprised of status.	Applicable Parcels	Pre-Final Map, SIA, Grading Permit, Construction Permit, Building Permit, Occupancy Permit	Applicable
27.	§ 2.07(h)(2) Page 40	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.	Applicable Parcels	Pre-Final Map, SIA, Grading Permit, Construction Permit, Building Permit, Occupancy Permit	Applicable
28.	§ 2.07(h)(2)(C) Pages 42-43	When Developer or City is required by the 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	Applicable Parcels	Pre-Final Map, SIA, Grading Permit, Construction Permit, Building Permit,	Applicable

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		<p>I 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 the Development Agreement, the "Adobe Property" shall mean that property depicted on <i>Exhibit A</i> to the Development Agreement. Further, for the purposes of the 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-Gracie Rio Del Mar Segment 1 shall be referred to as "Developer's At-Grade Rio Del Mar Segment 1 Costs";</p> <p>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 the Development Agreement's Term concludes, whichever occurs first. For the purposes of the 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";</p> <p>iii. The details of the "At-Grade Rio Del Mar Railroad Crossing Segment" are addressed in subdivision</p>		Occupancy Permit	
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**MASTER CONDITIONS OF APPROVAL
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		<p>(h)(4) of the Section 2.07 of the Development Agreement;</p> <p>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;</p> <p>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,</p> <p>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.</p>			
29.	<p>§ 2.07(h)(3)(B) Pages 44-45</p>	<p>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:</p> <p>i. City shall secure the dedication of Grade-Separated Rio Del Mar Segment A;</p> <p>ii. City shall secure the dedication of Grade-Separated Rio Del Mar Segment B;</p> <p>iii. The details of the "Grade-Separated Rio Del Mar Railroad Crossing Segment" are addressed below in subdivision (h)(4) of the Section 2.07 of the Development Agreement;</p>	Applicable Parcels	Pre-Final Map, SIA, Grading Permit, Construction Permit, Building Permit, Occupancy Permit	Applicable

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		<ul style="list-style-type: none"> 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. 			
30.	<p>§ 2.07(h)(3)(C) Pages 45-46</p>	<p>It is understood by the Parties that when Developer or City is required by the 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:</p> <ul style="list-style-type: none"> 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 	Applicable Parcels	Pre-Final Map, SIA, Grading Permit, Construction Permit, Building Permit, Occupancy Permit	Applicable

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		<p>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 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 the Development Agreement’s Term concludes, whichever occurs first.</p> <p>iii. The details of the “Grade-Separated Rio Del Mar Railroad Crossing Segment” are addressed in the Development Agreement;</p> <p>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;</p> <p>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</p> <p>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.</p>			
31.	<p>§ 2.07(h)(3)(E) Page 47</p>	<p>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 the 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 <i>eminent domain</i> 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,</p>	Applicable Parcels	Pre-Final Map, SIA, Grading Permit, Construction Permit, Building Permit, Occupancy Permit	Applicable

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		<p>delays may occur and shall be allowed. Should <i>eminent domain</i> 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:</p> <p>i. City shall secure the dedication of South Napa Junction Segment 1;</p> <p>ii. City shall secure the dedication of South Napa Junction Segment 2;</p> <p>iii. The details of the “South Napa Junction Railroad Crossing” are addressed in subdivision (h)(4) of the Section 2.07 of the Development Agreement;</p> <p>The details of the “South Napa Junction Railroad Crossing” are addressed in subdivision (h)(4) of the Section 2.07 of the Development Agreement.</p>			
32.	<p>§ 2.07(h)(3)(F) Page 48</p>	<p>General construction and improvement obligations regarding South Napa Junction are as follows:</p> <p>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 the Development Agreement, the “Adobe Property” shall mean that property depicted on <i>Exhibit A</i> to the Development Agreement. Further, for the purposes of the 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”;</p> <p>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</p>	Applicable Parcels	Pre-Final Map, SIA, Grading Permit, Construction Permit, Building Permit, Occupancy Permit	Applicable

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		<p>City reimbursement obligation to Developer shall continue until such time as Developer is fully so reimbursed, or the Development Agreement’s Term concludes, whichever occurs first;</p> <p>iii. The details of the “South Napa Junction Railroad Crossing” are addressed in subdivision (h)(4) of the Section 2.07 of the Development Agreement;</p> <p>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;</p> <p>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,</p> <p>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.</p>			
33.	§ 2.07(h)(4)(B) Page 49	<p>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.</p>	Applicable Parcels	Pre-Final Map, SIA, Grading Permit, Construction Permit, Building Permit, Occupancy Permit	Applicable
34.	§ 2.07(h)(4)(C) Pages 49-50	<p>If Developer, in its sole and exclusive discretion, determines to pursue the At-Grade Railroad Crossing, then the following shall apply:</p> <p>i. Developer shall provide City written notice that Developer has determined to pursue the At-Grade Railroad Crossing; and</p> <p>ii. Developer shall be responsible for the costs and fees related to such At-Grade Railroad Crossing Segment. 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 the Development Agreement, where the Parties will endeavor to resolve the amount in excess of \$2.5 million dollars. City shall</p>	Applicable Parcels	Pre-Final Map, SIA, Grading Permit, Construction Permit, Building Permit, Occupancy Permit	Applicable

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		<p>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 the 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-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-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 the Development Agreement’s Term concludes, whichever occurs first.</p>			
35.	<p>§ 2.07(h)(2)(D) Pages 50-51</p>	<p>If Developer, in its sole and exclusive discretion, determines to pursue the Grade-Separated Railroad Crossing, then the following shall apply:</p> <p style="padding-left: 40px;">i. Developer shall provide City written notice that Developer has determined to pursue the Grade-Separated Crossing at Rio Del Mar.</p> <p style="padding-left: 40px;">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</p>	Applicable Parcels	Pre-Final Map, SIA, Grading Permit, Construction Permit, Building Permit, Occupancy Permit	Applicable

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		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.			
36.	§ 2.07(h)(2)(E) Pages 51-52	<p>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:</p> <p style="padding-left: 40px;">i. Developer shall provide City written notice that Developer has determined to pursue the at-grade railroad crossing at South Napa Junction; and</p> <p style="padding-left: 40px;">ii. Developer shall be responsible for the costs and fees related to such South Napa Junction Railroad Crossing Segment.</p> <p style="padding-left: 40px;">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 the 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 the 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</p>	Applicable Parcels	Pre-Final Map, SIA, Grading Permit, Construction Permit, Building Permit, Occupancy Permit	Applicable

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		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 the Development Agreement’s Term concludes, whichever occurs first.			
37.	§ 2.07(h)(5)(B) Page 52	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.	Applicable Parcels	Pre-Final Map, SIA, Grading Permit, Construction Permit, Building Permit, Occupancy Permit	Applicable
38.	§ 2.07(h)(6) Page 52	<p>Relating to the Loop Road Improvements:</p> <p style="padding-left: 40px;">A. Developer shall dedicate to City at such relevant Project subdivision map recordation date, that land described in <i>Exhibit B</i> to the Development Agreement.</p> <p style="padding-left: 40px;">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 the 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 <i>Exhibit B</i> to the Development Agreement , and <i>Exhibit A</i> to these Master Conditions.</p>	Applicable Parcels	Pre-Final Map, SIA, Grading Permit, Construction Permit, Building Permit, Occupancy Permit	Applicable
39.	§ 2.07(h)(7) Pages 52-53	<p>Relating to the Rolling Hills Drive Improvements:</p> <p style="padding-left: 40px;">A. Developer shall dedicate to City at such relevant Project subdivision map recordation date, that land described in <i>Exhibit B</i> to the Development Agreement, and <i>Exhibit A</i> to these Master Conditions (collectively, the “Rolling Hills Drive Improvements”).</p>	Applicable Parcels	Pre-Final Map, SIA, Grading Permit, Construction Permit, Building Permit,	Applicable

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		<p>B. Developer 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 <i>Exhibit B</i> to the Development Agreement.</p>		Occupancy Permit	
40.	<p>§ 2.07(h)(8) Page 53</p>	<p>Relating to Underground Utilities:</p> <p>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 subdivision map required by the Project subdivision map’s development.</p> <p>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.</p>	Applicable Parcels	Pre-Final Map; Final Map Recordation	Applicable
41.	<p>§ 2.07(k) Page 53</p>	<p>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 the 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</p>	Applicable Parcels	Pre-Final Map; Final Map Recordation, Grading Permit, Construction Permit, Building Permit, Occupancy Permit	Applicable

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		possession, and the Specific Plan’s Phase 2 of development of the Project has commenced.			
42.	§ 2.07(l) Page 53-54	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 <i>Exhibit B</i> to the 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.	Applicable Parcels	Pre-Final Map; Final Map Recordation, Grading Permit, Construction Permit, Building Permit, Occupancy Permit	Applicable
43.		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 the 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	Applicable Parcels	Pre-Final Map; Final Map Recordation, Grading Permit, Construction Permit, Building Permit, Occupancy Permit	Applicable

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		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.			
44.	§ 2.07(n) Page 54-55	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 the use), as more particularly set forth in <i>Exhibit B</i> to the 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.	Applicable Parcels	Pre-Final Map; Final Map Recordation, Grading Permit, Construction Permit, Building Permit, Occupancy Permit	Applicable
45.	§ 2.07(o) Page 55	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 the 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,	Applicable Parcels	Pre-Final Map; Final Map Recordation, Grading Permit, Construction Permit, Building Permit, Occupancy Permit	Applicable

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		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.			
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D. MASTER CONDITIONS – SUBDIVISION IMPROVEMENT AGREEMENTS

<i>Master COA #</i>	<i>Developer Obligations</i>	<i>Mechanism</i>	<i>Implement.</i>	<i>Status</i>
46.	At Developer's expense, in a good and workmanlike manner, Developer shall furnish all required materials and labor for all of the relevant MBI, Public Improvements, and/or Private Improvements work shown on all Improvement Plans prepared by Developer's engineer of record, and submitted to and approved by City.	SIA	SIA	Applicable
47.	Developer shall do all work and furnish all materials necessary to complete the relevant MBI, Public Improvements, and/or Private Improvements work in accordance with the approved Improvement Plans for the relevant MBI, Public Improvements, and/or Private Improvements work, or with any changes required or ordered by said City's Engineer for the relevant MBI, Public Improvements, and/or Private Improvements work, which, in his/ her reasonable opinion, are necessary or required to complete the relevant MBI, Public Improvements, and/or Private Improvements work. All construction work on the relevant MBI, Public Improvements, and/or Private Improvements work must be performed solely by licensed contractors, and the word "Developer" when used in this Agreement shall mean and include all such licensed contractors performing such construction on Developer's behalf or account.	SIA	SIA	Applicable
48.	Completion of the relevant MBI, Public Improvements, and/or Private Improvements work shall be accomplished within 24 months of the execution of the relevant SIA, subject to the Developer protections provided by the Development Agreement, and subject to extensions granted by City-. Additionally, to the extent greater than the Developer protections provided by the Development Agreement, City shall extend the relevant SIA, as needed, in the event "good cause" is shown by Developer.	SIA	SIA	Applicable
49.	Developer shall replace or have replaced, repair or have repaired, as the case may be, or pay to the City, the entire cost of replacements or repairs, of any and all public and/or private (non-Developer) property damaged or destroyed by reason of any work done on the relevant MBI, Public Improvements, and/or Private Improvements work under the relevant SIA, whether such public property be owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or by any public or private corporation, partnership or association, or by any person whomsoever, or by any combination of such owners. Such replacement and/or repair cost shall not exceed the cost of such property damage or destruction suffered.	SIA	SIA	Applicable

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50.	Developer shall, at Developer's sole expense, obtain all necessary permits and licenses for the approval and construction of the relevant MBI, Public Improvements, and/or Private Improvements work, give all necessary notices, and pay all fees and taxes required. Developer shall furnish to City proof of having obtained required workers' compensation insurance coverage prior to commencing any relevant MBI, Public Improvements, and/or Private Improvements work.	SIA	SIA	Applicable
51.	Developer shall ensure competent supervision of all relevant MBI, Public Improvements, and/or Private Improvements work at all times. The Developer, at Developer's expense, shall have a registered civil engineer establish the horizontal and vertical control survey, if necessary, to construct the relevant MBI, Public Improvements, and/or Private Improvements work in accordance with the plans and specifications for such relevant MBI, Public Improvements, and/or Private Improvements work.	SIA	SIA	Applicable
52.	Developer shall at all times maintain proper facilities and provide safe access for inspection to all parts of the work on the relevant MBI, Public Improvements, and/or Private Improvements work, and to the shops wherein the work is in preparation, to assure that the relevant MBI, Public Improvements, and/or Private Improvements work shall be done in accordance with the approved Improvement Plans for such relevant MBI, Public Improvements, and/or Private Improvements work.	SIA	SIA	Applicable
53.	<p>Developer shall furnish to City all of the following:</p> <ul style="list-style-type: none"> a) A surety bond or bonds in the amount equal to 100% of the estimated cost of the on the relevant MBI, Public Improvements, and/or Private Improvements work, as security for the faithful performance of all the provisions of the relevant SIA, including without limitation, the repair and reconstruction of defective work on the relevant MBI, Public Improvements, and/or Private Improvements work. Such surety bond shall remain in effect at a minimum of thirty-five (35) days beyond the date of Notice of Completion of the relevant MBI, Public Improvements, and/or Private Improvements work b) A surety bond or bonds in the amount equal to 50% of the estimated cost of the relevant MBI, Public Improvements, and/or Private Improvements work, as security to guarantee payment in full of all persons who perform labor upon or furnish materials to be used in construction of the relevant MBI, Public Improvements, and/or Private Improvements work. Such surety bond shall remain in effect at a minimum of thirty-five (35) days beyond the date of Notice of Completion of the relevant MBI, Public Improvements, and/or Private Improvements work. c) A surety bond in the amount of 10% of the estimated cost of the relevant MBI, Public Improvements, and/or Private Improvements work as security for the warrantee of all the provisions of the relevant SIA, including without limitation the repair and reconstruction of defective work provisions of such Agreement. Such surety bond shall remain in effect at a minimum of thirty-five (35) days beyond the date of Notice of 	SIA	SIA	Applicable

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	<p>Completion of the relevant MBI, Public Improvements, and/or Private Improvements work.</p> <p>d) All surety bonds referenced shall be prepared on the standard forms provided by City and available from City's Engineer.</p> <p>e) Consistent with the Development Agreement, other forms of surety – such as irrevocable letters of credit, cash deposits, savings account(s), certificate(s) payable to City, etc. - in a form equivalent to each said surety bonds may be proposed by Developer, and shall be accepted by City in place of such surety bonds described herein, provided such other form of surety is satisfactory to City's City Attorney, and provided that all legal expenses incurred by City in reviewing and approving said other forms of surety be paid by Developer.</p> <p>f) Developer shall maintain such surety bonds and/or approved other form of surety in full force and effect consistent with the terms of the relevant SIA, including any extensions of time to such relevant SIA.</p> <p>In the event Developer fails to meet the Developer obligation(s) for which the relevant surety bond or other form of approved surety was provided, then, contingent upon City having properly followed and exhausted the requirements of the Development Agreement, City shall have the right to call upon each such relevant surety bond or other approved form of surety to satisfy the Developer obligation(s) for which such relevant surety bond or other approved form of surety was provided to City.</p>			
54.	Title to, and ownership of, all relevant MBI and/or Public Improvements which are to be delivered to City as shown on the Improvement Plans shall vest absolutely in City upon completion and acceptance of such relevant MBI and/or Public Improvements by City, which City shall accept.	SIA	SIA	Applicable
55.	If, within a period of one (1) year after final acceptance by City of any MBI and/or Public Improvements work performed under the applicable SIA, any such MBI and/or Public Improvement work fails to fulfill any of the requirements of such applicable SIA or the Improvement Plans referred to therein, Developer shall, without delay and without any cost to City, repair or replace or reconstruct any such failure regarding such MBI and/or Public Improvements work. Any dispute between City and Developer on this topic shall be addressed through the provisions of the Development Agreement. City may, at its option, make the necessary repairs or replacements or perform the necessary work, again, with the provisions of the Development Agreement applying regarding the resolution of such City payment and actions. Likewise, City may, but shall not be required to and without limitation, draw upon the applicable surety bond or other approved form of security deposited by Developer and/or take such action as authorized under the relevant SIA and the Development Agreement.	SIA	SIA	Applicable
56.	Notwithstanding any other provision of an applicable SIA, neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under the applicable SIA.	SIA	SIA	Applicable

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57.	Inspections, Improvement Plans review, and other services performed shall be pursuant to the Development Agreement.	SIA	SIA	Applicable
58.	The Development Agreement shall apply regarding all inspection, Improvement Plan review, and other services performed by City or others chosen by Developer after the execution of the relevant SIA.	SIA	SIA	Applicable
59.	In the event any such notice of breach is given and surety is present, Developer's surety shall have the duty to take over and complete the work and the Public Improvements; provided, however, that if the surety, within ten (10) days after serving upon it such notice of breach, does not give City written notice of its intention to take over and complete the performance of the contract, and does not commence performance thereof within ten (10) days after notice to City of such election, City may take over the work and prosecute the same to completion by contract or any other method City may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to City for any direct costs or damages occasioned City thereby, and, in such event, City without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefor.	SIA	SIA	Applicable
60.	Developer shall not commence work under this contract until Developer shall have obtained all insurance required under this section and such insurance shall have been reasonably approved by City as to form, amount, and carrier. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement. Developer agrees that if the aforesaid insurance is not kept in full force and effect, City may terminate this Agreement upon ten (10) days prior notice to Developer, unless Developer delivers evidence of insurance to City within such ten (10) day period.	SIA	SIA	Applicable
61.	Developer shall take out and maintain during the life of this contract such insurance as shall protect City, its elected and appointed officials, officers, directors, attorneys, agents (including outside consultants), and employees and each of them,, and Developer and any agents and employees performing work covered by this contract from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from Developer's or any sub-contractor's operations under this contract, whether such operations be by Developer or by anyone directly or indirectly employed by Developer.	SIA	SIA	Applicable
62.	The certificate or policy of insurance shall name the City (and such, other entities or individuals of the City as are indemnified under the contract, such as "... its elected and appointed officials, officers, directors, attorneys, agents, and employees...") as additional, or co-insureds with the Developer. The amounts of such insurance shall be as follows: a) <u>Public Liability Insurance</u> . In an amount not less than \$1,000,000 for injuries, including, but not limited to, death to any one person and subject to the same limit for each person in an amount not less than <u>\$1,000, 000</u> on account of any one occurrence;	SIA	SIA	Applicable

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	<p>b) <u>Property Damage Insurance</u>. In an amount of not less than \$1,000,000 for damage to the property of each person on account of any one occurrence;</p> <p>c) <u>Comprehensive Automobile Liability</u>. Bodily injury liability coverage of \$1,000,000 for each person in any one accident and \$1,000,000 for injuries sustained by two or more persons in any one accident. Property damage liability of \$1,000,000 for each accident.</p> <p>d) <u>Worker's Compensation Insurance</u>. In the amounts required by law.</p>			
63.	<p>City shall not, nor shall any officer, agent or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring in the work specified in this Agreement prior to the completion, approval and/ or acceptance of the same; nor shall the City, nor any of its elected and appointed officials, officers, directors, attorneys, agents (including outside consultants), and employees and each of them, thereof, be liable for any persons or property injured by reason of said work or by reason of the acts or omissions of the Developer, its officers, agents or employees, in the performance of said work. Prior to the completion, approval, or acceptance of the work, the Developer agrees to indemnify, defend and save harmless the City, its elected and appointed officials, officers, directors, attorneys, agents (including outside consultants), and employees and each of them, from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from the Developer's operations or its services hereunder, including any workers' compensation suits, liability, or expense, arising from or connected with services by any person pursuant to this Agreement, whether arising from activities of Developer or any of Developer's contractors, subcontractors or by persons directly or indirectly employed by or acting as agent for Developer or arising out of the use of any patent or patented article in the construction of said work. Developer agrees to, and shall upon request, promptly and fully defend City and its elected and appointed officials, officers, directors, attorneys, agents (including outside consultants), and employees and each of them,, from any suits or actions at law or equity for damages caused, or alleged to have been caused, by reason of the activities hereinabove identified as being the responsibility of Developer.</p>	SIA	SIA	Applicable
64.	<p>Developer shall comply with all applicable provisions of the California Labor Code.</p>	SIA	SIA	Applicable
65.	<p>Developer shall at all times from the effective date of this Agreement to the completion and acceptance of the Public Improvements by the City, give good and adequate warning of each and every dangerous condition caused by the construction of said Public Improvements and will protect the traveling public therefrom.</p>	SIA	SIA	Applicable
66.	<p>Developer warrants that it has control of the real property reserved, or needed for the installation of the Public Improvements, and the streets in which it is to be placed, as is necessary to allow it to carry out its obligations under this Agreement.</p>	SIA	SIA	Applicable

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67.	The acquisition price and costs and all other expenses of obtaining all easements required for the Public Improvements shall be, paid by Developer. All necessary easements for the Public Improvements to be dedicated to City, if not already conveyed to City, shall be granted to City concurrently with the inspection and acceptance by the City of the relevant MBI, an/or Public Improvements.	SIA	SIA	Applicable
68.	All service connection charges for the Public Improvements to be constructed to serve said parcel(s) of real property shall be the amounts described in the Development Agreement.	SIA	SIA	Applicable
69.	Upon the provision of reasonable notice, the City, its officers, agents, and employees and the Surety upon any bond shall have the right from and after the date of the execution of the relevant SIA to enter upon said parcel of real property and any property where appurtenant easements are located for purposes of inspection and investigation at any and all reasonable times.	SIA	SIA	Applicable
70.	When relevant to the MBI and/or Public Improvements work, Developer shall retain and pay the cost of the Geotechnical Engineer of Record to perform all testing and reporting of items including but not limited to, rough grading, sub-grade preparation and compaction, concrete testing, and asphalt testing and compaction. Such reports shall be made available to City upon City's request.	SIA	SIA	Applicable
81.	Developer shall retain and pay the cost of the Engineer of Record to certify the Private Improvements are constructed to their satisfaction and at the places, at the grades, with the materials and in the manner shown upon the plans and specifications therefor approved by the City's Engineer.	SIA	SIA	Applicable

E. MASTER CONDITIONS – MITIGATION MEASURES

<i>Master COA #</i>	<i>Mitigation Measures</i>	<i>Method of Verification Timing; Parcel #</i>	<i>Status</i>
82.	Mitigation Measure 4.1-1: Water Tank Visibility. As required by the 2004 <i>Proposed Water Tanks (2) Mitigated Negative Declaration</i> , construction plans for the Zone 3 water tank shall incorporate the following mitigation: <ol style="list-style-type: none"> 1. A landscaped earthen berm shall be constructed around the tank site to eliminate direct views of the water tank as much as feasible from the areas surrounding the tank site. The earthen berm shall be landscaped with trees and other vegetation suitable to the City, such as evergreen trees, to screen the water tank from surrounding areas, reduce soil erosion, and blend the berm with the surrounding vegetation. 2. The water tank shall be painted a neutral color deemed appropriate by the City so the tank blends with the surrounding hillside vegetation as much as possible. 	Approval of water tank plans	Prior to issuance of grading permit
83.	Mitigation Measure 4.1-3: Lighting Plan. Prior to any site disturbance activities, the Project Applicant shall submit a construction lighting plan to the City for approval. The construction lighting plan shall ensure that the minimum amount of lighting is used to meet safety requirements and to ensure that limited spillover occurs to nearby sensitive uses. All lighting shall be directed downward and away from surrounding land uses.	Design Guidelines	Complete upon Design Guidelines approval
84.	Mitigation Measure 4.2-1: Construction Fugitive Dust Emissions. The following Bay Area Air Quality Management District (BAAQMD) Best Management Practices (BMPs)	Notes on construction plans; site	During construction activities

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<p>and additional mitigation measures for fugitive dust control shall be required for all construction activities within the project area. These measures would reduce fugitive dust emissions primarily during soil movement and grading, but also during vehicle and equipment movement on unpaved project sites.</p> <p><i>Basic BMPs that Apply to All Construction Sites</i></p> <ol style="list-style-type: none"> 1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. 2. All haul trucks transporting soil, sand, or other loose material off site shall be covered. 3. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. 4. All vehicle speeds on unpaved roads shall be limited to 15 miles per hour (mph). 5. All streets, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. 6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of CCR). Clear signage shall be provided for construction workers at all access points. 7. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. 8. A publicly visible sign shall be posted with the telephone number and person to contact regarding dust complaints. This person shall respond and take corrective action, if necessary, within 48 hours. BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations. <p><i>Additional BMPs that Apply to All Construction Sites</i></p> <ol style="list-style-type: none"> 1. All exposed surfaces shall be watered at a frequency adequate to maintain minimum soil moisture of 12 percent. Moisture content may be verified by lab samples or moisture probe. 2. All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph. 3. Wind breaks (e.g., trees, fences) shall be installed on the windward side(s) of actively disturbed areas of construction. Wind breaks shall have at maximum 50 percent air porosity. 4. For areas that are to remain open space (e.g., not a road, building, or otherwise structurally covered area), vegetative ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established. 5. All trucks and equipment, including their tires, shall be washed off prior to leaving the site. 6. Site accesses to a distance of 100 feet from the paved road shall be treated with a 6- to 12-inch compacted layer of wood chips, mulch, or gravel. 7. Sandbags or other erosion control measures shall be installed to prevent silt runoff to public roadways from sites with a slope greater than 1 percent. <p>Before starting on-site construction activities, the contractor or Project Applicant shall submit a site-specific dust control plan (Plan) to the American Canyon Planning Division for review and approval. The Project Applicant shall ensure that all applicable requirements of the Plan have been incorporated into the contract specifications. The Plan shall state, in</p>	<p>inspections to verify BMPs are implemented</p>	
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	reasonable detail, how the Contractor shall meet the requirements above. The Plan shall include a certification statement that the Contractor agrees to comply fully with the Plan.		
85.	Mitigation Measure 4.2-2: Operational Emissions Reductions. The total reduction in ROG and NO _x emissions that would be achieved from implementation of Mitigation Measure 4.2-2a, the TDM program, and Mitigation Measure 4.2-2b, the CAP mitigation strategies, would be calculated at the time the final TDM program and CAP strategies are determined. If the ROG and NO _x emissions reduction from implementation of Mitigation Measures 4.2-2a and 4.2-2b are determined by a qualified air quality expert to reduce the project's emissions to below the BAAQMD operational thresholds contained in the 2017 BAAQMD CEQA Air Quality Guidelines, no further mitigation would be required. If the ROG and NO _x emissions reduction from implementation of Mitigation Measures 4.2-2a and 4.2-2b do not reduce the project's emissions to below the BAAQMD operational thresholds identified in the 2017 BAAQMD CEQA Air Quality Guidelines, Mitigation Measure 4.2-2c, purchase of emission offsets, would be pursued.	Contingent on future conditions.	Applicable
86.	Mitigation Measure 4.2-2a (same as Mitigation Measure 4.12-3a in Section 4.12, Transportation and Traffic): Transportation Demand Management (TDM) Program. Prior to issuance of the first building permit for the non-residential use areas (i.e., Napa Valley Ruins & Gardens ("NVRG") and hotel), the Project Applicant shall develop a TDM program for the non-residential use areas (i.e., NVRG and hotel) and shall submit the TDM program to the City Department of Public Works for review and approval. A qualified air quality expert shall prepare a calculation of the ROG and NO _x emissions reductions that would result from implementation of the TDM program. The Project Applicant shall be responsible for funding and overseeing the delivery of trip reduction/TDM proposed programs and strategies, which may include, but are not limited to, the following: <ol style="list-style-type: none"> 1. Establishment of carpool, buspool, or vanpool programs; 2. Vanpool purchase incentives; 3. Cash allowances, passes or other public transit subsidies and purchase incentives; 4. Preferential parking locations for ridesharing vehicles; 5. Computerized commuter rideshare matching services; 6. Guaranteed ride-home program for ridesharing; 7. Bicycle programs including bike purchase incentives, storage, and maintenance programs; 8. On-site car share and bike share service; 9. Preparation of a Parking Management Plan to address parking accommodations for large events; 10. Designation of an on-site transportation coordinator for the project; 11. Transit and trip planning resources such as commute information kiosk; 12. Employer-provided showers, changing rooms, and clothing lockers for office employees that commute via active transportation; 13. Bicycle route mapping resources; 14. Participation in future citywide Transportation Management Association (TMA); and 15. Submit annual reports to the City regarding TDM activities. 	Approval of TDM Program	Prior to issuance of first building permit for the non-residential use area (i.e., NVRG and hotel)
87.	Mitigation Measure 4.2-2b: Operational Emissions Reduction Strategies. To reduce ROG and NO _x emissions within the Project Site, the Project shall include feasible operational emissions reduction strategies as part of its final design. The specific strategies may include, but are not limited to, the measures described below; however, other measures may be implemented:	Recommendations from Air Quality Technical Report that identify updated project emissions	Prior to issuance of the first building

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	<ul style="list-style-type: none"> ○ Prior to issuance of the first building permit for each phase of the Project, the Applicant shall develop operational emissions reduction strategies, which could include the mitigation strategies identified in Table 4.2-8, Summary of Operational CAP Mitigation Strategies, to provide options for reducing ROG and NO_x emissions from operation of the project. The operational emissions reduction strategies shall be submitted to and approved by the City, prepared by a qualified air quality technical expert, and evaluate the emissions reduction strategies in relation to the project's emissions. 	calculations and feasible operational emissions reduction strategies	permit for the project
88.	<p>Mitigation Measure 4.2-2c: Purchase Emission Offsets. Prior to the issuance of the final Certificate of Occupancy for Phase 1 or prior to the issuance of the first residential building permit in Phase 2, whichever occurs first, the Applicant would, partially or wholly, purchase offset credits if determined to be feasible based on information available at the time implementation would be required. To reduce ROG and NO_x emissions depending on the reductions achieved through Mitigation Measure 4.2-2a and Mitigation Measure 4.2-2b, and if this mitigation is implemented.</p> <ul style="list-style-type: none"> ○ The Applicant or its designee shall pay a mitigation offset fee to the BAAQMD Bay Area Clean Air Foundation (Foundation)¹ in an amount to be determined at the time of the impact. The fee would offset emissions that exceed the threshold of significance after implementation of Project-Level Reduction Strategies and the TDM Program described above to the extent feasible. ○ The Project Applicant would implement Mitigation Measure 4.2-2c through payment of a mitigation offset fee to the BAAQMD's Foundation in an amount not to exceed \$30,000 per weighted ton per year of ozone precursors per year requiring emissions offset. The fee shall be determined by the City of American Canyon Planning Division in consultation with the Applicant and be based on the type of projects available at the time of the payment. The offset fee is calculated to be "roughly proportional" to the operational air quality impacts. Documentation of payment shall be provided to the City of American Canyon or its designated representative. <p>The current process for payment of offset fees is detailed above. As required by this mitigation measure, payment of offset fees would proceed according to BAAQMD procedures when initiated. The Applicant or its designee would enter into a memorandum of understanding (MOU) with the BAAQMD's Foundation. The MOU would include details regarding the funds to be paid, the administrative fee, and the timing of the emissions reduction project. Acceptance of this fee by the BAAQMD shall serve as an acknowledgment and commitment by the BAAQMD to (1) implement an emissions reduction project(s) within a timeframe to be determined based on the type of project(s) selected and after receipt of the mitigation fee to achieve the emission reduction objectives specified above, and (2) provide documentation to City of American Canyon or its designated representative and to the Project Applicant describing the amount of and the project(s) funded by the mitigation fee, including the amount of emissions of ROG and NO_x reduced (tons per year) within SFBAAB from the emissions reduction project(s). If there is any remaining unspent portion of the mitigation offset fee following implementation of the emission reduction project(s), the Project Applicant shall be entitled to a refund in that amount from the BAAQMD. To qualify under this mitigation measure, the specific emissions retrofit project must result in emission reductions within SFBAAB that would not otherwise be achieved through compliance with existing regulatory requirements.</p>	Bay Area Air Quality Management District Memorandum of Understanding	Prior to the issuance of the final Certificate of Occupancy for Phase 1 or prior to the issuance of the first residential building permit in Phase 2, whichever occurs first

¹ More information on the Bay Area Clean Air Foundation can be found at Bay Area Air Quality Management District (BAAQMD), Bay Area Clean Air Foundation, 2015, available at <http://www.baaqmd.gov/about-the-air-district/bay-area-clean-air-foundation>.

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89.	<p>Mitigation Measure 4.2-3a: Architectural Coatings. The applicant shall use low-VOC architectural coatings during construction for all buildings, which shall have VOC content that is more stringent than local requirements prescribed in Bay Area Air Quality Management District (BAAQMD) Regulation 8 Organic Compounds, Rule 3 Architectural Coatings as revised on July 1, 2009. Coatings that meet the “super-compliant” VOC standard of less than 10 grams of VOC per liter of paint would qualify.</p>	Notes on construction plans indicating use of low-VOC architectural coatings during construction of all buildings	Prior to issuance of building permits
90.	<p>Mitigation Measure 4.2-3b: Tier 4 Construction Equipment. To reduce construction emissions to below the 2017 BAAQMD CEQA Air Quality Guidelines, prior to start of construction activities after the occupancy of Phase 1, the Project Applicant shall submit to the City either:</p> <ul style="list-style-type: none"> • Documentation showing that all off-road construction equipment used prior to the start of construction activities after the occupancy of Phase 1 with greater than 25 hp and operating for more than 20 hours total over the entire duration of construction activities shall have engines that meet or exceed either U.S. Environmental Protection Agency (USEPA) or California Air Resources Board (CARB) Tier 4 off-road emission standards. <p>or,</p> <ul style="list-style-type: none"> • Provide supplemental analysis prepared by a qualified air quality specialist to show that emissions of ROG and NO_x would not exceed the thresholds from the 2017 BAAQMD CEQA Air Quality Guidelines using other methods. 	Documentation of compliance with the 2017 BAAQMD CEQA Air Quality Guidelines based on the type of construction equipment used or supplemental analysis prepared by a qualified air quality specialist	Prior to the start of construction activities after the occupancy of Phase 1
91.	<p>Mitigation Measure 4.2-5: Construction Emissions Minimization. To reduce construction emissions to below the thresholds identified in the 2017 BAAQMD CEQA Air Quality Guidelines, prior to the start of construction of each of the following— Phase 1 area south of the NVRG and the off-site Rio Del Mar roadway improvements and Phase 4—the Project Applicant shall submit to the City either:</p> <ul style="list-style-type: none"> • Documentation showing that all off-road construction equipment used in the southwestern portion of Phase 1 of construction (located directly south of Napa Valley Ruins & Gardens), the entirety of Phase 4 of construction, and the off-site Rio Del Mar roadway improvements with greater than 25 hp and operating for more than 20 hours total over the entire duration of construction activities shall have engines that meet or exceed either U.S. Environmental Protection Agency (USEPA) or California Air Resources Board (CARB) Tier 2 off-road emission standards and have been retrofitted with an CARB Level 3 Verified Diesel Emissions Control Strategy. Equipment with engines meeting Tier 4 Interim or Tier 4 Final off-road emission standards automatically meet this requirement. <p>or,</p> <ul style="list-style-type: none"> • Provide supplemental analysis prepared by a qualified air quality specialist to show health risks at on- and off-site sensitive receptors would not exceed the thresholds from the 2017 BAAQMD CEQA Air Quality Guidelines using other methods. 	Documentation of compliance with the 2017 BAAQMD CEQA Air Quality Guidelines based on the type of construction equipment used or supplemental analysis prepared by a qualified air quality specialist	Prior to the start of construction of the Phase 1 area south of the NVR&G and the off-site Rio Del Mar roadway improvements and Phase 4
92.	<p>Mitigation Measure 4.2-7: GHG Emissions Reductions. The total reduction in GHG emissions that would be achieved from implementation of Mitigation Measure 4.2-2a, the TDM program, and Mitigation Measure 4.2-7a, the GHG reduction strategies, would be calculated at the time the final TDM program and GHG reduction strategies are determined. If the GHG emissions reduction from implementation of Mitigation Measures 4.2-2a and 4.2-7a are determined by a qualified air quality expert to reduce the project’s emissions to below the operational thresholds of 2.67 MT CO₂e per service population per year, no further mitigation would be required. If the GHG emissions reduction from implementation of Mitigation Measures 4.2-2a and 4.2-7a do not reduce the project’s</p>	Contingent	Applicable

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	emissions to below this threshold, Mitigation Measure 4.2-7b, purchase of GHG emission offsets, would be pursued.		
93.	<p>Mitigation Measure 4.2-7a: GHG Reduction Strategies. To reduce greenhouse gas (GHG) emissions within the project site and to maximize the Project’s ability to achieve the GHG operational threshold of 2.67 MT CO₂e per service population per year, the project shall include feasible operational GHG emissions reduction strategies as part of its final design. The specific strategies of the program may include, but are not limited to, the measures described below; however, other measures may be implemented:</p> <ul style="list-style-type: none"> ○ All development shall, at a minimum, meet the Title 24, Part 6 (2016), standards, or the most current Title 24, Part 6, standard, whichever is more conservative. All residences shall meet the anticipated 2019 Title 24 Standards to achieve Zero Net Electricity. The GHG emissions benefit from residential Zero Net Electricity was included in the unmitigated inventory. ○ Prior to issuance of the first building permit for each phase of the project, the Project Applicant shall identify operational GHG emissions reduction strategies that could include the strategies identified in Table 4.2-14, Summary of Operational GHG Mitigation Strategies, which provides options for reducing GHG emissions from project operation. The operational GHG emissions reduction strategies shall be submitted to and approved by the City, developed by a qualified air quality technical expert, and evaluate the emissions reduction strategies in relation to the project’s emissions. 	Calculations from a GHG technical expert based on specific strategies incorporated into the project	Prior to issuance of building permits for each phase
94.	<p>Mitigation Measure 4.2-7b: Purchase GHG Emission Offsets. In order to determine whether or to what extent the purchase of GHG emissions offsets is necessary to reduce greenhouse gas (GHG) emissions for each year that the GHG emissions exceed the threshold of 2.67 MT CO₂e per service population per year for the lifetime of the project (assumed to be 30 years), the operational GHG emissions reduction program described above in Mitigation Measure 4.2-7a will include a plan for the purchase of GHG offsets. The amount of offsets needed will take into account the GHG emissions reductions associated with the TDM program and the operational GHG emissions reduction program. Additionally, the feasibility of offsets shall be evaluated at the time implementation would be required. If feasible, the plan shall include:</p> <ul style="list-style-type: none"> ○ The plan for the purchase of GHG offsets shall include timing requirements, which take into account calculations showing actual emissions of the project, which could take into account phase-in of occupancy, reductions in vehicle emissions, as well as other factors that affect emissions. ○ GHG emission offsets could include any of the following sources: (1) the California Air Resources Board (CARB) quarterly allowance auctions held as part of its Cap-and-Trade Program; (2) the Greenhouse Gas Reduction Exchange (GHG Rx); or (3) Approved Registries recognized by the State of California, which currently include the Climate Action Reserve (CAR), American Carbon Registry (ACR), and Verra (formerly Verified Carbon Standard). ○ The amount of offsets purchased shall depend on the cost per annual metric ton of CO₂e reductions, the overall cost feasibility of this measure, which shall be determined based on information available at the time implementation would be required, and the on-site GHG reduction measures. <p>To demonstrate compliance, the Project Applicant or its designee would provide the following documentary evidence to City’s Planning Division: An attestation from an Approved Registry or other source described above that the Project Applicant or its designee has retired a given quantity of carbon offsets. Offsets from the approved sources</p>	Calculations from a GHG technical expert based on specific strategies incorporated into the project and, if necessary and feasible, attestation from an Approved Registry or other source described above regarding the purchase of required carbon offsets	Evaluated prior to issuance of building permits for each phase

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	above satisfy defined standards and incorporate principles of GHG emissions reduction accounting. These principles ensure the offsets use relevant methodologies and assumptions, represent additional reductions that would not otherwise be achieved by law, do not double count reductions, and are enforceable.		
95.	Mitigation Measure 4.3-1a through Mitigation Measure 4.3-41c: <i>Special-Status Plants, California Red-Legged Frogs, Western Pond Turtle, Breeding Birds, Including Raptors and Tri-colored Blackbird, Swainson’s Hawk, Golden Eagle, and White-Tailed Kite, Burrowing Owls, Callippe Silverspot Butterfly Host Plant (Johnny Jump Up), Callippe Silverspot Butterfly, American Badger, CDFW Streambed Alteration Agreement, Wetlands and Other Waters, Bats.</i> Developer shall be responsible for conducting all applicable studies, and obtaining any and all permits required by any and all State and/or Federal agencies. If such permits require the Developer to provide studies, reports, mitigation or other actions or measures, then the Developer shall provide such reports, mitigation or other actions or measures to the satisfaction of such governing State and/or Federal agencies. When requested by City, Developer shall send a letter to the City explaining such Developer compliance, and shall send City copies of compliance permits, letters, and/or other authorizations received by Developer from any such State and/or Federal agencies.	Compliance prior to issuance of applicable permit	Satisfied
96.	Mitigation Measure 4.4-2: <i>Unanticipated Discovery of Archaeological Resources.</i> If prehistoric or historic-era archaeological resources are encountered by construction personnel during project implementation, all construction activities within 100 feet shall halt and the contractor shall notify the City of American Canyon. Prehistoric archaeological materials might include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil (“midden”) containing heat-affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs); battered stone tools, such as hammerstones and pitted stones. Historic-era materials might include stone, concrete, or adobe footings and walls; filled wells or privies; and deposits of metal, glass, and/or ceramic refuse. The Project Applicant shall retain a Secretary of the Interior-qualified archaeologist to inspect the findings within 24 hours of discovery and inform the City of American Canyon. If it is determined that the project may damage a historical resource or a unique archaeological resource (as defined pursuant to CEQA and the CEQA Guidelines), construction shall cease in an area determined by the archaeologist until a mitigation plan has been prepared in accordance with PRC § 21083.2 and CEQA Guidelines § 15126.4; approved by the City; and implemented to the satisfaction of the archaeologist. In consultation with the City, the archaeologist shall determine when construction may commence. Consistent with § 15126.4(b)(3), the mitigation plan shall recommend preservation in place, as a preference, or, if preservation in place is not feasible, data recovery through excavation. If preservation in place is feasible, this may be accomplished through one of the following means: (1) modifying the construction plan to avoid the resource; (2) incorporating the resource within open space; (3) capping and covering the resource before building appropriate facilities on the resource site; or (4) deeding resource site into a permanent conservation easement. If preservation in place is not feasible, a qualified archaeologist shall prepare and implement a detailed treatment plan to recover the scientifically consequential information from and about the resource, which shall be reviewed and approved by the City prior to any excavation at the resource site. Treatment of archaeological resources shall follow the requirements of PRC § 21083.2. Treatment for most resources shall consist of (but would not necessarily be not limited to) sample excavation, artifact collection, site documentation, and historical research, with the aim to target the recovery of important scientific data contained in the portion(s) of the	Submit documentation of findings and mitigation plan, if resources are encountered	During grading activities

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	significant resource to be impacted by the project. The treatment plan shall include provisions for analysis of data in a regional context, reporting of results within a timely manner, curation of artifacts and data at an approved facility, and dissemination of reports to local and state repositories, libraries, and interested professionals.		
97.	Mitigation Measure 4.4-3: <i>Unanticipated Discovery of Paleontological Resources.</i> If paleontological resources, such as fossilized bone, teeth, shell, tracks, trails, casts, molds, or impressions are encountered by construction personnel during project implementation, all construction activities within 100 feet shall halt and the contractor shall notify the City of American Canyon. The Project Applicant shall retain a qualified paleontologist to inspect the findings within 24 hours of discovery. The paleontologist shall assess the nature and importance of the find and, if necessary, develop appropriate treatment measures in conformance with Society of Vertebrate Paleontology standards, and in consultation with the City of American Canyon. The Project Applicant shall implement the final treatment measures.	Submit documentation of findings and verification of treatment measures, if resources are encountered	During grading activities
98.	Mitigation Measure 4.4-4: <i>Unanticipated Discovery of Human Remains.</i> If human remains are encountered by construction personnel during project implementation, all construction activities within 100 feet shall halt and the contractor shall notify the City of American Canyon. The City shall contact the Napa County Coroner to affirmatively indicate to the City that no investigation of the cause of death is required. The Native American Heritage Commission (NAHC) shall be contacted within 24 hours if the Coroner determines that the remains are Native American. The NAHC shall then identify the person or persons it believes to be the most likely descendant from the deceased Native American (PRC § 5097.98), who in turn shall make recommendations to the City of American Canyon for the appropriate means of treating the human remains and any associated funerary objects (CEQA Guidelines § 15064.5(d)).	Submit documentation of findings and treatment measures, if remains are encountered	During grading activities
99.	Mitigation Measure 4.5-4: <i>Geotechnical Requirements for the Quarry Pond.</i> Prior to issuance of any building permits, the Project Applicant shall submit to the City plans that are consistent with the geotechnical recommendations of a minimum setback of 3:1 (horizontal:vertical) from the toe of the existing quarry pond bank. Any proposed plans inside of the 3:1 setback, shall be the subject of a detailed slope stability analysis by a current California registered Geotechnical Engineer or Engineering Geologist where proposed slopes must meet minimum factor of safety requirements as determined by the most recent California Building Code for both static and dynamic (earthquake) conditions. Graded cut-and-fill slopes over 15 feet shall be no steeper than 3:1 with slopes up to 15 feet no steeper than 2:1. Other measures, such as use of retaining walls and geogrid reinforcement or corrective grading, shall be implemented as necessary in accordance with the specific geotechnical recommendation informed by the aforementioned detailed slope stability analysis and outlined in the design level geotechnical report.	Submit grading plans for Quarry Lake Pond	Prior to issuance building permits
100.	Mitigation Measure 4.6-1a: <i>Evaluation for Lead-Based Paint or Coatings, Asbestos-Containing Materials, or Polychlorinated Biphenyls.</i> The Project Applicant shall submit documentation to the City to verify that all proposed areas for demolition or modification have been assessed by California state licensed contractors for the potential presence of lead-based paint or coatings, asbestos containing materials, and polychlorinated biphenyl-containing equipment prior to issuance of a demolition permit.	Submit documentation of findings	Prior to demolition activities
101.	Mitigation Measure 4.6-1b: <i>Health and Safety Plan.</i> If the assessment required by Mitigation Measure 4.6-1a finds presence of lead-based paint, asbestos, and/or polychlorinated biphenyls, prior to any construction or demolition activities on the project site, the Project Applicant shall submit to the City for approval and shall implement a health and safety plan to protect workers from risks associated with hazardous materials during abatement, demolition or renovation of affected structures.	Submit and receive approval of Health and Safety Plan	Prior to demolition of structures containing lead-based paint, asbestos, and/or

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			polychlorinated biphenyls
102.	<p>Mitigation Measure 4.6-1c: Lead-Based Paint Removal Plan. If the assessment required by Mitigation Measure 4.6-1a finds presence of lead-based paint, prior to any demolition of structures containing lead based paint, the Project Applicant shall submit to the City for approval and shall implement a lead-based paint removal plan in accordance with City and California Code of Regulations Title 8, §§ 1532.1 et seq., requirements. The plan shall specify, but not be limited to, the following elements for implementation:</p> <ul style="list-style-type: none"> ● Develop a removal specification approved by a Certified Lead Project Designer;² ● Ensure that all removal workers are properly trained; ● Contain all work areas to prohibit off-site migration of paint chip debris; ● Remove all peeling and stratified lead-based paint on building and non-building surfaces to the degree necessary to safely and properly complete demolition activities according to recommendations of the survey. The demolition contractor shall be responsible for the proper containment and disposal of intact lead-based paint on all equipment to be cut and/or removed during the demolition; ● Provide on-site personnel and area air monitoring during all removal activities to ensure that workers and the environment are adequately protected by the control measures used; ● Clean up and/or vacuum paint chips with a high efficiency particulate air (HEPA) filter; ● Collect, segregate, and profile waste for disposal determination; or ● Properly dispose of all waste. 	Submit and receive approval of Lead-Based Paint Removal Plan	Prior to demolition of structures containing lead-based paint
103.	<p>Mitigation Measure 4.6-1d: Asbestos Abatement. If the assessment required by Mitigation Measure 4.6-1a finds asbestos, prior to undertaking demolition or construction activities involving asbestos disturbance, the Project Applicant shall, demonstrate to the City that asbestos abatement shall be conducted by a California state licensed contractor prior to building demolition. Abatement of known or suspected asbestos-containing materials shall occur prior to demolition or construction activities that would disturb those materials. Pursuant to an asbestos abatement plan developed by a state-certified asbestos consultant and approved by the City, all asbestos-containing materials shall be removed and appropriately disposed of by a state certified asbestos contractor in accordance with Caltrans transportation requirements and any requirements of the receiving facility.</p>	Submit documentation that abatement has been completed	Prior to demolition of structures containing asbestos
104.	<p>Mitigation Measure 4.6-1e: Polychlorinated Biphenyl Abatement. If the assessment required by Mitigation Measure 4.6-1a finds polychlorinated biphenyls (PCBs), prior to undertaking demolition or construction activities that could disturb potential PCBs, the Project Applicant shall ensure that PCB abatement shall be conducted prior to building demolition or renovation. The Project Applicant shall demonstrate to the satisfaction of the City that PCBs shall be removed by a qualified contractor and transported in accordance with Caltrans requirements.</p>	Submit documentation of PCB abatement	Prior to demolition of structures containing PCBs
105.	<p>Mitigation Measure 4.6-2a: Phase I Recommendations. Prior to commencement of construction, the Project Applicant shall contract a qualified environmental consulting firm with state registered professionals (Professional Engineers or Geologists) to carry out the recommendations contained in the April 14, 2015, Phase I Environmental Site Assessment report by ENGEIO Incorporated pertaining to the potential environmental concerns. The Phase I report included recommendations for collection of surface soil samples for laboratory analysis and oversight of other earthwork activities. The findings of the soil sampling effort shall be submitted to the Napa County Environmental Health</p>	Submit documentation that recommendations of the Phase I Environmental Site Assessment have been	Prior to commencement of construction

² A Lead Project Designer is defined in CCR Title 17, Division 1, Chapter 8.

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	Division (NCEHD) prior to initiating any earthwork activities on the project site for direction on whether any further sampling or remediation may be necessary.	implemented, as necessary	
106.	Mitigation Measure 4.6-2b: Soil Management Plan. The project shall submit and obtain approval of a Soil Management Plan from the Napa County Environmental Health Division (NCEHD) prior to initiating any earthwork activities on the project site. During construction, the contractor shall cease any earthwork activities upon discovery of any suspect soils or groundwater (e.g., petroleum odor and/or discoloration) during construction in accordance with a Soil Management Plan prepared for the project by a qualified environmental consultant and approved by the NCEHD. The contractor shall notify the NCEHD upon discovery of suspect soils or groundwater and retain a qualified environmental firm to collect soil samples to confirm the level of contamination that may be present. If contamination is found to be present, any further proposed groundbreaking activities within areas of identified or suspected contamination shall be conducted according to a site specific health and safety plan, prepared by a California state licensed professional. The contractor shall follow all procedural direction given by NCEHD and in accordance with the Soil Management Plan prepared for the site to ensure that suspect soils are isolated, protected from runoff, and disposed of in accordance with transportation laws and the requirements of the licensed receiving facility.	Submit NCEHD-approved Soil Management Plan and Health and Safety Plan, as necessary	Prior to grading and during construction
107.	Mitigation Measure 4.6-2c: Removal of Contaminated Soil or Groundwater. If contaminated soil or groundwater is encountered and identified constituents exceed human health risk levels, the Project Applicant shall submit documentation to the City to verify that it has been delineated, removed, and disposed of off site in compliance with the receiving facilities' requirements prior to construction of any building foundation.	Submit documentation of removal of contaminated soil or groundwater, if encountered	Prior to construction of any building foundation
108.	Mitigation Measure 4.6-4: Development within 50 Feet of the Pacific Gas & Electric (PG&E) Pipeline/Easement. Prior to issuance of building or grading permits, Project Applicant shall submit documentation to the City to verify that development plans located within 50 feet of the existing PG&E pipeline/easement, including utilities that may intersect the existing PG&E pipeline, have been submitted to PG&E Gas Transmission Integrity Management and PG&E Land Development for review and approval. Project Applicant plans for all proposed improvements located within this zone shall adhere to the requirements of PG&E Gas Transmission Integrity Management and PG&E Land Development, including without limitation, setback requirements, depth of cover over pipeline, location of trees and maintenance requirements, minimum separation of crossing utilities, trail location, as well as any relocation requirements, if applicable.	Submit development plans for any activities within 50 feet of the existing PG&E pipeline/easement	Prior to issuance of building or grading permits for any activities within 50 feet of the existing PG&E pipeline/easement.
109.	Mitigation Measure 4.7-1: Stormwater Pollution Prevention Plan (SWPPP). Prior to issuance of grading permits for the project, the Project Applicant shall submit documentation to the City to verify that a Storm Water Pollution Prevention Plan (SWPPP) has been prepared in accordance with the requirements of the statewide National Pollutant Discharge Elimination System (NPDES) Construction General Permit. The SWPPP shall be designed, without limitation, to address the following objectives: (1) all pollutants and their sources, including sources of sediment associated with construction, construction site erosion, and all other activities associated with construction activity are controlled; (2) where not otherwise required to be under a Regional Water Quality Control Board permit, all non-stormwater discharges are identified and either eliminated, controlled, or treated; (3) site best management practices (BMPs) are effective and result in the reduction or elimination of pollutants in stormwater discharges and authorized non-stormwater discharges from construction activity; and (4) stabilization BMPs are installed to reduce or eliminate pollutants after construction is completed. The SWPPP shall be prepared by a qualified SWPPP developer and included as part of	Submit Stormwater Pollution Prevention Plan	Prior to issuance of grading permits

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	<p>construction specifications. The SWPPP shall include the minimum BMPs required for the identified Risk Level in accordance with NPDES Construction General Permit requirements. BMPs could include, but are not necessarily limited to the use of straw bales, silt fences, fiber rolls, hydroseeding, preservation of existing vegetation, straw mulch, washing of truck tires prior to exiting site, protection of existing storm drain inlets, dedicated refueling areas with secondary containment, and on-site storage of spill prevention kits. BMP implementation shall be consistent with the BMP requirements in the most recent version of the California Stormwater Quality Association Stormwater Best Management Handbook-Construction or the Caltrans <i>Stormwater Quality Handbook Construction Site BMPs Manual</i>.</p>		
110.	<p>Mitigation Measure 4.7-2: Water Discharge Requirements for Dewatering. For areas that may encounter groundwater during excavation activities, the Project Applicant shall incorporate San Francisco Regional Water Quality Control Board (SFRWQCB) discharge requirements into construction specifications for any dewatering activities that may be necessary. The Project Applicant shall provide all requested plans and protocols and incorporate any SFRWQCB additional comments or requests into project specifications for construction activities. Dewatering plans shall include, without limitation, an assessment of water quality, protocols for containment, and thresholds for discharge. No discharge of pumped water for dewatering shall occur prior to approval from SFRWQCB.</p>	<p>Submittal of dewatering plans</p>	<p>During excavation and grading activities</p>
111.	<p>Mitigation Measure 4.7-3a: Post-Construction Stormwater Controls. Prior to approval of tentative maps or issuance of building permits for the project, the Project Applicant shall submit documentation to the City to verify that post-construction stormwater controls have been included in the site design in accordance with the requirements of the National Pollutant Discharge Elimination System (NPDES) Phase II Small Municipal Separate Storm Sewer Systems (MS4) Permit and the Bay Area Stormwater Management Agencies Association (BASMAA) Post-Construction Manual. The Project Applicant shall prepare the final Stormwater Control Plan (SCP) and any necessary changes by the City or the SFRWQCB shall be incorporated into project design plans to ensure the required controls are in place and adhere to the requirements of the NPDES Phase II Small MS4 Permit and consistent with the BASMAA manual. At a minimum, the SCP shall demonstrate how the following measures shall be incorporated into the project:</p> <ul style="list-style-type: none"> ● Low-impact development (LID) site design principles (e.g., preserving natural drainage channels, treating stormwater runoff at its source rather than in downstream centralized controls); ● Source control best management practices (BMPs) in the form of design standards and structural features for all proposed areas of development; ● Source control BMPs for landscaped areas shall be documented in the form of a Landscape Management Plan that relies on Integrated Pest Management and also includes pesticide and fertilizer application guidelines designed to minimize any off-site discharge; and ● Treatment control measures (e.g., bioretention, porous pavement, vegetated swales) targeting any potential pollutants such as sediment, pathogens, metals, nutrients (nitrogen and phosphorus compounds), oxygen-demanding substances, organic compounds (e.g., PCBs, pesticides), oil and grease, and trash and debris. The SCP shall demonstrate that the project has the land area available to support the proposed BMP facilities sized per the required water quality design storm. 	<p>Submit documentation of compliance with the NPDES Phase II Small Municipal Separate Storm Sewer Systems Permit and the Bay Area Stormwater management Agencies Association Post-construction Manual</p>	<p>Prior to approval of tentative maps or issuance of building permits</p>
112.	<p>Mitigation Measure 4.7-3b: Compliance with the MS4 Permit. Prior to issuance of any building permits, the Project Applicant shall submit documentation to the City to demonstrate adherence to Provision E.12.h of the Municipal Separate Storm Sewer Systems (MS4) Permit, which requires that an Operation and Maintenance Program is implemented for post-construction stormwater management features. Responsible parties and funding for long-term maintenance of all Best Management Practices (BMPs) must be</p>	<p>Submit documentation that an Operation and Maintenance Program has been</p>	<p>Prior to issuance of building permits</p>

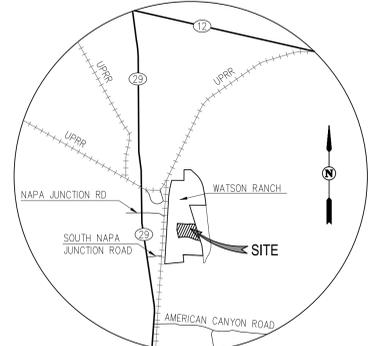
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	specified within the Operation and Maintenance Plan. This Plan shall specify a regular inspection schedule of stormwater treatment facilities in accordance with the requirements of the National Pollutant Discharge Elimination System (NPDES) MS4 Permit. Reports documenting inspections and any remedial action conducted shall be submitted regularly to the City for review and approval.	implemented for post-construction stormwater management features	
113.	<p>Mitigation Measure 4.9-1: Construction Noise. To reduce the potential for noise impacts due to construction of the project, the Project Applicant shall require construction contractors to implement the following measures:</p> <ul style="list-style-type: none"> ● Stationary construction noise sources shall not be located within 200 feet of residence. If necessary to locate this equipment within 200 of existing residences, stationary equipment shall be shielded by temporary noise barriers or acoustic enclosures that are long and tall enough to break line of sight. ● Noise barriers or shielding shall be erected for construction work associated with on-site construction activities that involves heavy construction equipment and occurs within 200 feet of residences for an extended period of time (i.e., more than 2 weeks). The barriers shall be long enough to break line of sight and at least 8 feet in height. ● Equipment warm up areas and equipment storage areas shall not be located closer than 500 feet of adjacent residences. ● All heavy construction equipment and all stationary noise sources (such as diesel generators) shall have properly functioning manufacturer-installed mufflers. ● Stationary noise sources, such as temporary generators and pumps, shall be positioned as far from nearby receivers as possible, within temporary enclosures and shielded by barriers (which could reduce construction noise by as much as 5 dB), or other measures, to the extent feasible. ● Use “quiet” models of air compressors and other stationary equipment where such technology exists. ● Prohibit unnecessary idling of internal combustion engines. ● To further reduce the potential for impacts, a Construction Noise Management Plan shall be prepared and shall include the following: <ul style="list-style-type: none"> ○ A process by which to provide a minimum of 2 weeks’ advance notice to all residences located within 200 feet of construction activities that are expected to occur for a period of 2 weeks or longer within a defined area, including the approximate start and end dates of such activities. ○ Signs shall be posted at all project entrances upon commencement of construction for the purposes of informing all contractors/subcontractors, their employees, agents, material haulers, and all other persons at the project of the basic requirements of Mitigation Measure 4.9-1. ○ Publicly visible signs shall be posted on security fencing at multiple locations around the perimeter of the project construction boundary that include: <ul style="list-style-type: none"> ■ Permitted construction days and hours. ■ A telephone number and designated person to contact for registering noise complaints. The designated person shall be available to respond to, and if necessary through complaint verification, take corrective action to ensure that noise emissions from the offending equipment or activity is addressed. Corrective action shall be applied immediately if feasible, and within no later than 48 hours after receipt of the noise complaint. The designated person shall track complaints and corrective actions taken to resolve noise complaint issues. 	Submit documentation verifying implementation of mitigation implementation, including construction Noise Management Plan	During construction activities
114.	<p>Mitigation Measure 4.12-3a (same as Mitigation Measure 4.2-2a in Section 4.2, Air Quality and Greenhouse Gas Emissions): Transportation Demand Management (TDM) Program. Prior to issuance of the first building permit for the non-residential use areas (i.e.,</p>	TDM program	Prior to issuance of first

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	<p>Napa Valley Ruins & Gardens [NVR&G] and hotel), the Project Applicant shall develop a TDM program for the non-residential use areas (i.e., NVR&G and hotel) and shall submit the TDM program to the City Department of Public Works for review and approval. The Project Applicant shall be responsible for funding and overseeing the delivery of trip reduction/TDM proposed programs and strategies, which may include, but are not limited to, the following:</p> <ol style="list-style-type: none"> 1. Establishment of carpool, buspool, or vanpool programs; 2. Vanpool purchase incentives; 3. Cash allowances, passes or other public transit subsidies and purchase incentives; 4. Preferential parking locations for ridesharing vehicles; 5. Computerized commuter rideshare matching services; 6. Guaranteed ride-home program for ridesharing; 7. Bicycle programs including bike purchase incentives, storage, and maintenance programs; 8. On-site car share and bike share service; 9. Preparation of a Parking Management Plan to address parking accommodations for large events; 10. Designation of an on-site transportation coordinator for the project; 11. Transit and trip planning resources such as commute information kiosk; 12. Employer-provided showers, changing rooms, and clothing lockers for office employees that commute via active transportation; 13. Bicycle route mapping resources; 14. Participation in future citywide Transportation Management Association (TMA); and 15. Submit annual reports to the City regarding TDM activities. 		<p>building permit for the non-residential use area (i.e., NVR&G and hotel)</p>
<p>115.</p>	<p>Mitigation Measure 4.12-9: Construction Management Plan. The Project Applicant shall develop and submit a Construction Management Plan (CMP) to the City of American Canyon prior to commencement of any construction activities, including construction activities associated with the transportation mitigation measures. The provisions of a CMP shall specifically address the characteristics of construction-related traffic associated with development. Such plans identify construction phasing and the level and type of construction-related traffic. The CMP shall identify construction truck routes to access the WRSP site, lane closures on existing public streets (if needed) including a plan for any necessary traffic control measures, and on-site staging requirements, and other information as required by the City.</p> <p>Once the construction truck routes have been approved, but before construction has started, the Project Applicant shall conduct a survey of existing conditions of pavement along the approved truck routes and submit documentation of the results to the City. When construction has been substantially completed such that there would be no further construction truck trips, the Project Applicant shall re-survey the construction truck routes. The Project Applicant shall be responsible for repairing damage to roadways used for construction vehicle access to the site and attributable to the project so that the roadway conditions are returned to their pre-construction conditions (or better) as documented in the pre-construction survey along the truck routes following the construction of the project.</p>	<p>Construction Management Plan</p>	<p>Prior to construction activities</p>

Attachment 4



VICINITY MAP
NOT TO SCALE

LEGEND

EXISTING	PROPOSED	DESCRIPTION
---	---	SUBDIVISION BOUNDARY
---	---	CENTERLINE
---	---	LOT LINE
---	---	RIGHT OF WAY
---	---	EASEMENT LINE
---	---	CURB & SIDEWALK
---	---	CURB RAMP
---	---	PRELIMINARY PHASE LINE

LINE TABLE

NO	BEARING	LENGTH
L1	N24°23'58"E	5.00'
L2	S65°36'02"E	58.00'
L3	S24°23'58"W	6.36'

ABBREVIATIONS

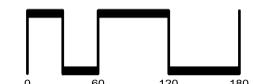
AC	ACRES/ASPHALT CONCRETE	PR	PROPOSED
AB	AGGREGATE BASE	PUE	PUBLIC UTILITY EASEMENT
BD	BOUNDARY	PAE	PUBLIC ACCESS EASEMENT
BGL	BOTTOM OF GRAVEL LAYER	R	RADIUS
B.O.	BLOWOFF	RET	RETURN/RETAINING
CB	CATCH BASIN	RM	RECORDED MAP
CL	CENTERLINE	RW	RECYCLED WATER
CY	CUBIC YARD	R/W	RIGHT-OF-WAY
ESMT	EASEMENT	SF	SQUARE FOOT
EVA	EMERGENCY & MAINTENANCE VEHICLE ACCESS EASEMENT	SD	STORM DRAIN
EX	EXISTING	SS	SANITARY SEWER
FH	FIRE HYDRANT	S/W	SIDEWALK
INV	INVERT	TGL	TOP OF GRAVEL LAYER
L/S	LANDSCAPE	TSL	TOP OF SOIL LAYER
MH	MANHOLE	TYP	TYPICAL
P	PAD ELEVATION	W	WATER
PUE	PUBLIC UTILITY EASEMENT	TE	TRASH ENCLOSURE

SHEET INDEX

SHEET NUMBER	SHEET TITLE
TM-1	VESTING TENTATIVE MAP
TM-2.1	VESTING TENTATIVE MAP
TM-2.2	SITE AREAS
TM-3	EXISTING CONDITIONS PLAN
TM-4	PRELIMINARY GRADING & DRAINAGE PLAN
TM-5	PRELIMINARY GRADING CROSS SECTIONS
TM-6	PRELIMINARY UTILITY PLAN
TM-7	PRELIMINARY STORMWATER CONTROL PLAN
TM-8	PRELIMINARY FIRE ACCESS PLAN

VESTING TENTATIVE MAP WATSON RANCH - LOT 10

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA
SCALE: 1" = 60' DATE: JULY 19, 2021



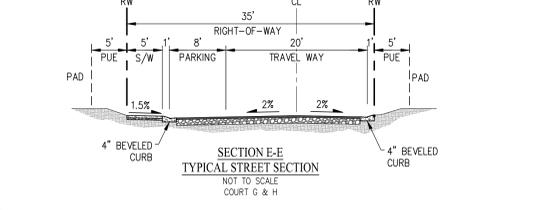
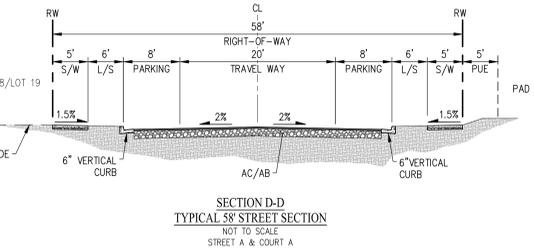
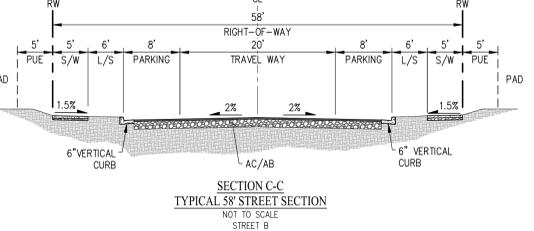
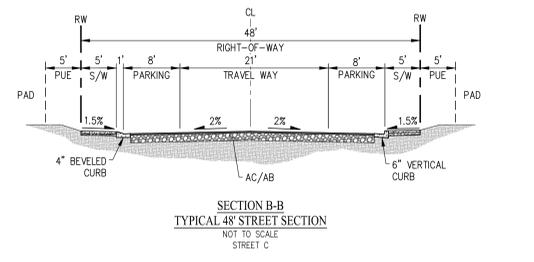
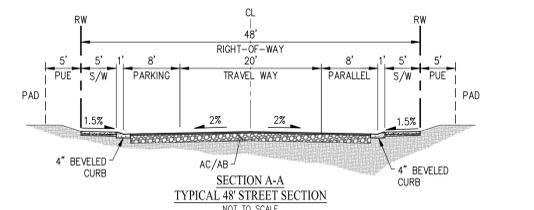
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SHEET NO.
TM-1
OF 9 SHEETS



GENERAL NOTES

- OWNER/DEVELOPER: AMERICAN CANYON I, LLC
1001 42ND STREET, SUITE 200
DUBLIN, CA 94568
CONTACT: TERRANCE M. McGRATH
PHONE: (510) 273-2001
- DEVELOPER/BUILDER: D.R. HORTON
6883 OWENS DRIVE
PLEASANTON, CA 94588
CONTACT: CHRIS ZABALLOS
PHONE: (925) 808-1894
- CIVIL ENGINEER: CARLSON, BARBEE, & GIBSON, INC.
2633 CAMINO RAMON, SUITE 350
SAN RAMON, CA 94583
CONTACT: JASON J. NERI, PE 59136
PHONE: (925) 866-0322
- ARCHITECT: WHA ARCHITECTS
500 EXECUTIVE PKWY, SUITE 375
SAN RAMON, CA 94583
CONTACT: MARK RETHERFORD
PHONE: (925) 463-1700
- LANDSCAPE ARCHITECT: SWA GROUP
530 BRUSH STREET, 6TH FLOOR
SAN FRANCISCO, CA 94108
CONTACT: DANIEL AFELECK
PHONE: (415) 710-1706
- GEOTECHNICAL ENGINEER: ENCO INCORPORATED
2010 CROW CANYON PLACE, SUITE 250
SAN RAMON, CA 94583
CONTACT: TED P. BAYHAM
PHONE: (925) 866-9000
- TOPOGRAPHIC SOURCE: EXISTING TOPOGRAPHY PREPARED BY AEROMETRIC SURVEYS, DATED OCTOBER 20, 2005.
- BENCHMARK: NAPA COUNTY BENCHMARK BM 934C. STATE WELL MONUMENT STAMPED B-55 IN CUL DE SAC AT NORTH END OF LOMBARD ROAD.
EL = 58.37' NGVD 29
(TO CONVERT TO NAVD88 = NGVD29 + 2.44')
- A.P.N.'S: 059-430-015 (PORTION), 059-430-016 (PORTION).
- EXISTING LAND USE: VACANT/UNDEVELOPED OPEN SPACE
- PROPOSED LAND USE: RESIDENTIAL & OPEN SPACE
- SITE AREA:
27.17± ACRES (GROSS)
0.04± ACRES (PARCEL A (PRIVATE))
1.06± ACRES (PARCELS B-F (PUBLIC))
0.83± ACRES (FUTURE RIO DEL MAR RIGHT-OF-WAY DEDICATION)
7.17± ACRES (STREET DEDICATION (PUBLIC))
0.59± ACRES (STREET A DEDICATION) - LOT 8
25.24± ACRES (NET)
- RESIDENTIAL UNITS: 219 LOTS & 6 PARCELS
- GENERAL PLAN: TOWN CENTER (TC)
- ZONING: MEDIUM DENSITY RESIDENTIAL - 16 (TC-1 MDR-16)
- DENSITY: 8.1± DU/ACRE (GROSS)
8.7± DU/ACRE (NET)
- WATER: CITY OF AMERICAN CANYON
- SANITARY SEWER: CITY OF AMERICAN CANYON
- STORM DRAIN: CITY OF AMERICAN CANYON
- GAS & ELECTRIC: PACIFIC GAS AND ELECTRIC (PG&E)
- TELEPHONE: AT&T
- CABLE TV: COMCAST
- FLOOD ZONE: FEMA FLOOD ZONE X - UNSHADED (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
MAP NUMBER: 060550C0650E
- DIMENSIONS: ALL DIMENSIONS ARE PRELIMINARY AND SUBJECT TO THE FINAL CONSTRUCTION DOCUMENTS.
- EASEMENTS: EXISTING EASEMENTS MAY REQUIRE VACATION OR RELOCATION TO FACILITATE DEVELOPMENT. ALL PROPOSED, EXISTING, RELOCATED AND VACATED EASEMENTS TO BE SHOWN ON THE FINAL MAP OR PROVIDED BY SEPARATE INSTRUMENT.
- STREETS: ALL STREETS TO BE PUBLIC STREETS, OWNED AND MAINTAINED BY THE CITY OF AMERICAN CANYON.
- STORMWATER/DETENTION: ALL STORMWATER QUALITY TREATMENT AND DETENTION NEEDS FOR THE SITE WILL BE PROVIDED ON WATSON RANCH LARGE LOT 9 (APN: 059-430-017). SEE WATSON RANCH BACKBONE IMPROVEMENT PLANS - PHASE 1A FOR DETAILS.
- RIO DEL MAR & LOOP ROAD: RIO DEL MAR & LOOP ROAD IMPROVEMENTS ARE SHOWN FOR REFERENCE. TO BE CONSTRUCTED BY OTHERS UNDER SEPARATE PERMIT.
- PHASING: THIS PROJECT MAY BE PHASED. MULTIPLE FINAL MAPS MAY BE FILED ON THE LANDS SHOWN ON THIS VESTING TENTATIVE MAP IN ACCORDANCE WITH ARTICLE 4, SECTION 66456.1 OF THE SUBDIVISION MAP ACT. PHASING SHOWN ON THE VESTING TENTATIVE MAP IS PRELIMINARY AND SUBJECT TO THE FINAL MAP(S).



LINE TABLE		
NO	BEARING	LENGTH
L1	N25°16'09"E	10.70'
L2	N65°36'02"W	58.00'
L3	N24°05'54"E	9.52'

VESTING TENTATIVE MAP WATSON RANCH - LOT 10

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA
SCALE: 1" = 60' DATE: JULY 19, 2021

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SHEET NO.
TM-2.1
OF 8 SHEETS

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PHASE 1 LOT AREAS											
LOT	AREA (SF±)	LOT	AREA (SF±)	LOT	AREA (SF±)	LOT	AREA (SF±)	LOT	AREA (SF±)	LOT	AREA (SF±)
1	3,843	19	3,821	37	3,280	55	3,198	73	4,314	91	3,740
2	3,883	20	3,354	38	4,400	56	3,198	74	3,280	92	3,995
3	3,891	21	3,440	39	6,478	57	3,198	75	3,920	93	4,444
4	3,900	22	3,440	40	3,198	58	3,198	76	4,864	94	6,159
5	3,908	23	3,440	41	3,198	59	3,198	77	3,690	95	3,590
6	3,917	24	3,440	42	3,198	60	3,198	78	4,950	96	3,763
7	3,984	25	3,440	43	3,198	61	3,198	79	4,920	97	3,892
8	4,657	26	3,456	44	3,198	62	4,665	80	4,901	98	4,019
9	4,960	27	3,569	45	3,198	63	5,645	81	3,326	99	3,917
10	5,004	28	4,081	46	3,198	64	4,186	82	3,075	100	3,216
11	3,996	29	3,948	47	3,198	65	3,772	83	3,212	101	3,862
12	3,690	30	3,368	48	3,198	66	4,416	84	4,994	102	3,485
13	3,690	31	3,280	49	3,198	67	5,472	85	4,756	103	3,590
14	3,690	32	3,280	50	3,198	68	4,113	86	3,906	104	3,694
15	3,690	33	3,280	51	3,198	69	5,304	87	3,336	105	3,805
16	3,690	34	3,280	52	3,198	70	4,864	88	3,527	106	4,128
17	3,690	35	3,280	53	3,502	71	3,690	89	3,527	107	3,451
18	3,690	36	3,280	54	3,502	72	4,410	90	3,740		
										TOTAL AREA (LOTS 1-107)	408,897

PHASE 2 LOT AREAS											
LOT	AREA (SF±)	LOT	AREA (SF±)	LOT	AREA (SF±)	LOT	AREA (SF±)	LOT	AREA (SF±)	LOT	AREA (SF±)
108	3,631	127	6,724	146	3,198	165	3,198	184	3,198	203	3,198
109	3,198	128	3,631	147	3,198	166	3,502	185	3,198	204	3,198
110	3,198	129	3,198	148	3,198	167	3,502	186	3,198	205	3,198
111	3,198	130	3,198	149	5,320	168	3,198	187	3,198	206	3,198
112	3,198	131	3,198	150	3,631	169	3,198	188	3,198	207	3,198
113	3,198	132	3,198	151	3,198	170	3,198	189	3,502	208	3,198
114	3,198	133	3,198	152	3,198	171	5,883	190	3,502	209	3,198
115	3,198	134	3,198	153	3,198	172	3,568	191	3,198	210	3,198
116	3,198	135	3,198	154	3,198	173	3,198	192	3,198	211	3,502
117	3,198	136	3,198	155	3,198	174	3,198	193	3,198	212	3,502
118	3,198	137	3,198	156	3,198	175	3,198	194	3,198	213	3,198
119	3,198	138	3,198	157	3,198	176	3,198	195	5,293	214	3,198
120	3,198	139	3,198	158	3,198	177	3,198	196	4,922	215	3,198
121	3,198	140	3,198	159	3,198	178	3,198	197	3,198	216	3,198
122	3,198	141	3,198	160	3,198	179	3,198	198	3,198	217	3,198
123	3,502	142	3,198	161	3,198	180	3,198	199	3,198	218	3,198
124	3,502	143	3,198	162	3,198	181	3,198	200	3,198	219	5,893
125	3,198	144	3,502	163	3,198	182	3,198	201	3,198		
126	3,198	145	3,502	164	3,198	183	3,198	202	3,198		
										TOTAL AREA (LOTS 1-107)	377,732

PARCEL AREAS	
PARCEL	AREA (SF±)
A	1,800
B	10,467
C	16,476
D	10,542
E	5,407
F	3,400
TOTAL AREA (LOTS 1-107)	48,092

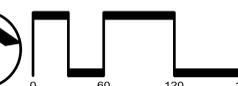
PUBLIC STREET AREAS	
PHASE 1	
STREET	AREA (SF±)
STREET A (PORTION)	14,207
STREET B (PORTION)	13,952
STREET C	30,314
COURT C	9,023
STREET F	31,305
COURT F	20,507
COURT G	4,949
COURT H	4,949
COURT I	29,942
PHASE 1 TOTAL AREA:	159,148
PHASE 2	
STREET	AREA (SF±)
STREET A (PORTION)	44,117
COURT A	8,823
STREET B (PORTION)	28,359
STREET D	34,358
COURT D	13,038
STREET E	34,028
COURT E	16,443
PHASE 2 TOTAL AREA:	179,166
TOTAL AREA:	338,314

* STREET A INCLUDES AREA FROM LOT 8 RIGHT-OF-WAY DEDICATION

VESTING TENTATIVE MAP WATSON RANCH - LOT 10

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA

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SHEET NO.
TM-2.2
OF 9 SHEETS



LEGEND

EXISTING

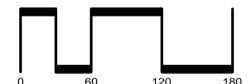
	EXISTING BOUNDARY
	EASEMENT
	CATCH BASIN
	FIRE HYDRANT
	MANHOLE
	STREET LIGHT
	STORM DRAIN
	SANITARY SEWER
	WATER LINE
	RECYCLED WATER
	GAS

NOTES:

1. ALL EXISTING UTILITIES TO BE REMOVED UNLESS OTHERWISE NOTED.
2. EXISTING TOPOGRAPHY PREPARED BY AEROMETRIC SURVEYS, DATED OCTOBER 20, 2005.
3. ALL EXISTING VEGETATION WITHIN LOT 10 TO BE REMOVED.
4. SEE GEOTECHNICAL REPORT FOR REMEDIATION RECOMMENDATIONS AND BACKFILL REQUIREMENTS.

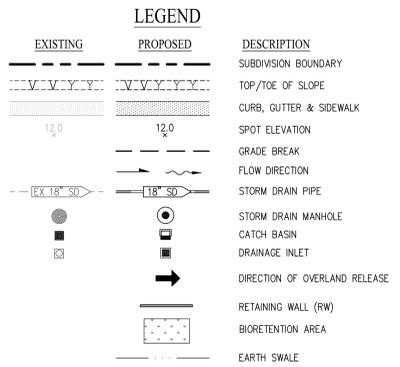
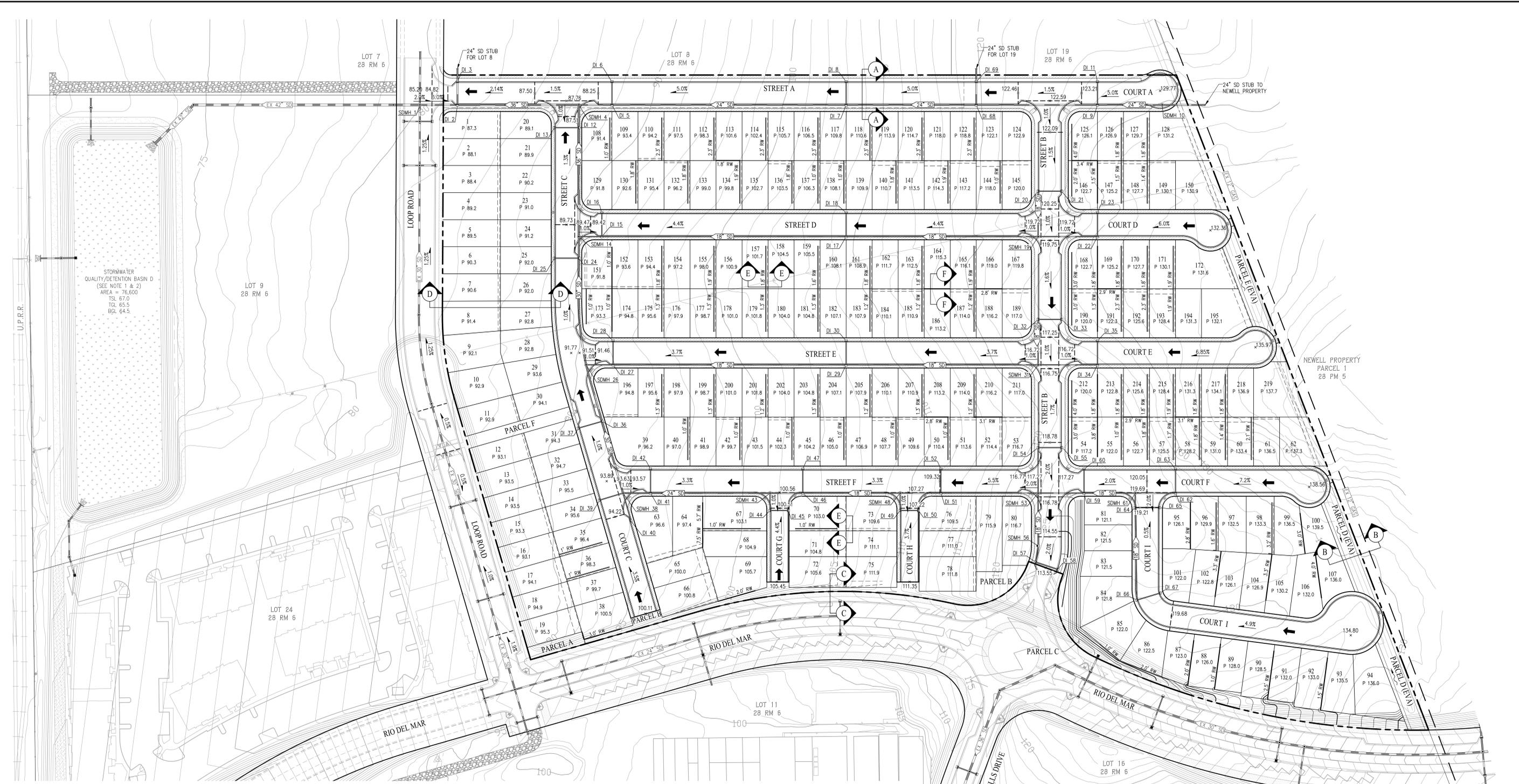
**VESTING TENTATIVE MAP
WATSON RANCH - LOT 10
EXISTING CONDITIONS**

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA
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SHEET NO.
TM-3
OF 9 SHEETS



PRELIMINARY PAVEMENT DESIGN CHART

	TI	PCC	AC	AB
STREETS	6	-	0.30' (3.5")	1.10' (13")
SIDEWALK	-	0.35' (4")	-	0.35' (4")

- NOTES:**
1. ALL GRADES ARE PRELIMINARY AND SUBJECT TO FINAL DESIGN.
 2. STORM DRAIN SIZING IS PRELIMINARY AND SUBJECT TO FINAL DESIGN.
 3. ALL ELEVATIONS SHOWN ON THIS PLAN ARE BASED ON THE NGVD29 DATUM.
 4. SEE SHEET TM-5 FOR PRELIMINARY GRADING CROSS SECTIONS.
 5. RETAINING WALLS ARE NOT PROPOSED FOR PAD SPLITS OF 1.0' OR LESS.
 6. THE SITE DRAINS TO THE STORMWATER QUALITY/DETENTION BASIN D (ON LARGE LOT 9). SEE WATSON RANCH PHASE 1 BACKBONE GRADING AND IMPROVEMENT PLANS FOR BASIN DETAILS.
 7. SEE SHEET TM-5 FOR PRELIMINARY STORM DRAIN TABLE.

PRELIMINARY EARTHWORK SUMMARY

DESCRIPTION	CUT (CY)	FILL (CY)
ROUGH GRADING	70,000	74,000
UTILITY/DEVELOPMENT SPOILS	10,000	-
SUBTOTAL	80,000	74,000
NET (EXPORT)	6,000	-

- EARTHWORK NOTES:**
1. ASSUMES A STREET SECTION OF 3.5" AC/ 13" AB (WITH T.I. OF 6.0). FINAL STREET STRUCTURAL SECTION TO BE VERIFIED WITH FINAL DESIGN.
 2. ALL SPOIL QUANTITIES ARE PRELIMINARY. QUANTITIES EXCLUDE BUILDING SPOILS, UTILITY SPOILS (BELOW BUILDING), FOOTING SPOILS, RETAINING WALL SPOILS, AND SPOILS FOR LANDSCAPE ELEMENTS AND TREES. CONTRACTOR TO VERIFY ALL SPOILS WITH FINAL UTILITY, ARCHITECTURAL, AND STRUCTURAL PLANS PRIOR TO CONSTRUCTION.
 3. EARTHWORK QUANTITIES DO NOT INCLUDE ANY SHRINK OR SWELL ADJUSTMENT.
 4. EXISTING TOPOGRAPHY SHOWN ON THIS PLAN FOR RIO DEL MAR AND LOOP ROAD IS BASED ON THE WATSON RANCH ROUGH GRADING PLANS PHASE 1A. IT IS ASSUMED THAT THE MASTER DEVELOPER WILL GRADE THE BACKBONE ROADS PRIOR TO THE START OF CONSTRUCTION ON LOT 10.
 5. EARTHWORK QUANTITIES DO NOT INCLUDE ANY GEOTECHNICAL REMEDIATION. EARTHWORK QUANTITIES ASSUME THAT ALL GEOTECHNICAL REMEDIATION HAS OCCURRED AND SITE GRADES MATCH EXISTING.

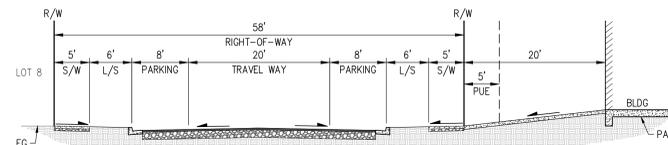
**VESTING TENTATIVE MAP
WATSON RANCH - LOT 10
PRELIMINARY GRADING & DRAINAGE PLAN**

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA
SCALE: 1" = 60' DATE: JULY 19, 2021

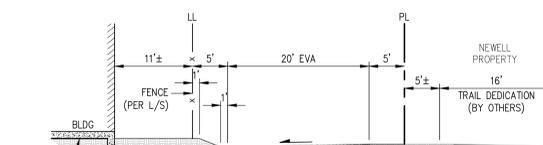
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SHEET NO. **TM-4**
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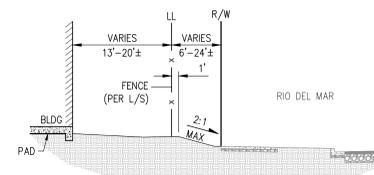


SECTION A-A
NOT TO SCALE

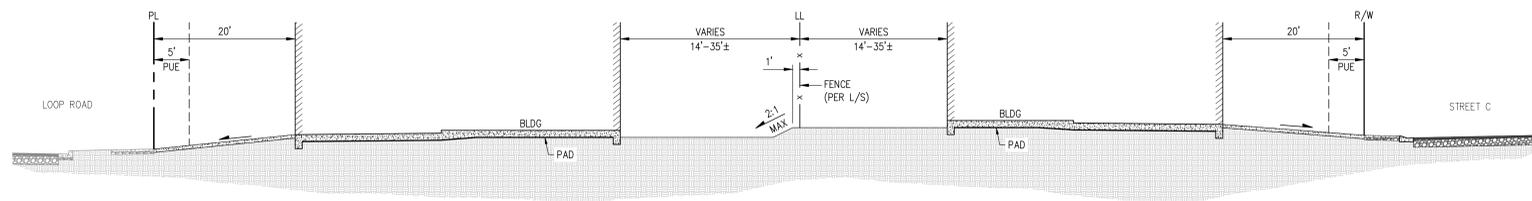


EVA TO BE DESIGNED TO MEET FIRE DISTRICT STANDARDS TO WITHSTAND MINIMUM LOAD OF 75,000 LBS. FINAL SURFACE MATERIAL TO BE APPROVED AS PART OF CONSTRUCTION DOCUMENTS

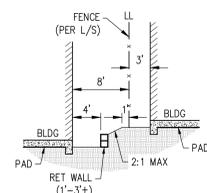
SECTION B-B
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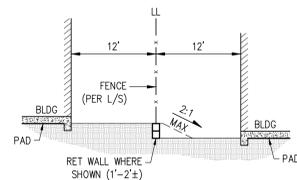
SECTION C-C
NOT TO SCALE



SECTION D-D
NOT TO SCALE



SECTION E-E
NOT TO SCALE

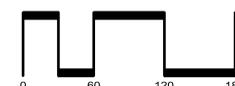


SECTION F-F
NOT TO SCALE

PRELIMINARY STORM DRAIN TABLE						
UPSTREAM STRUCTURE	RIM ELEVATION	INVERT	PIPE SIZE (IN)	SLOPE (%)	LENGTH (LF)	DOWNSTREAM STRUCTURE
DI 2	84.5	76.24	36	2.00	59.0	SDMH 1
DI 3	85.2	78.35	24	1.00	36.0	DI 12
SDMH 4	87.8	80.06	36	2.00	191.0	DI 3
DI 5	94.5	82.61	24	2.00	52.0	SDMH 4
DI 6	94.5	83.22	15	1.00	36.0	DI 5
DI 7	109.5	101.06	24	5.00	369.0	DI 5
DI 8	109.5	101.68	15	1.00	37.0	DI 7
DI 68	119.8	111.31	24	5.00	205.0	DI 7
DI 69	119.8	111.68	24	1.00	37.0	DI 68
DI 9	112.6	120.86	15	1.00	191.0	DI 68
DI 11	125.6	121.48	15	1.00	37.0	DI 9
SDMH 10	129.6	121.88	24	1.00	102.0	DI 9
DI 12	87.3	80.43	36	1.00	36.0	SDMH 4
DI 13	87.3	82.96	15	1.00	38.0	DI 12
SDMH 14	89.7	82.16	36	1.00	173.0	DI 12
DI 15	89.6	84.02	18	1.00	39.0	SDMH 14
DI 16	89.6	84.65	15	1.00	38.0	DI 15
DI 17	106.6	100.96	18	4.40	385.0	DI 15
DI 18	106.6	101.59	15	1.00	38.0	DI 17
SDMH 19	119.4	114.27	18	4.40	302.0	DI 17
DI 20	120.3	115.00	18	1.00	72.0	SDMH 19
DI 21	120.3	115.61	15	1.00	37.0	DI 20
DI 22	121.2	115.21	18	1.00	93.0	SDMH 19
DI 23	121.2	115.84	15	1.00	38.0	DI 22
DI 24	89.8	83.00	30	1.00	34.0	SDMH 14
DI 25	89.8	84.64	15	1.00	38.0	DI 24
SDMH 26	91.8	84.71	30	1.00	170.0	DI 24
DI 27	91.9	86.13	18	1.00	42.0	SDMH 26
DI 28	91.9	86.76	15	1.00	38.0	DI 27
DI 29	105.6	99.72	18	3.70	367.0	DI 27
DI 30	105.6	100.35	15	1.00	38.0	DI 29
SDMH 31	116.4	110.92	18	3.70	302.0	DI 29
DI 32	117.3	111.64	18	1.00	72.0	SDMH 31
DI 33	117.3	112.26	15	1.00	37.0	DI 32
DI 34	118.7	111.85	18	1.00	93.0	SDMH 31
DI 35	118.7	112.43	15	1.00	38.0	DI 34
DI 36	92.6	85.64	30	1.00	93.0	SDMH 26
DI 37	96.5	87.28	15	1.00	38.0	DI 36
SDMH 38	93.8	86.83	30	1.00	119.0	DI 36
DI 39	97.7	88.46	15	1.00	38.0	SDMH 38
DI 40	94.6	88.28	18	1.00	45.0	SDMH 38
DI 41	94.0	88.57	24	2.86	43.0	SDMH 38
DI 42	94.0	89.70	15	1.00	38.0	DI 41
SDMH 43	100.4	93.96	24	1.00	188.0	DI 41
DI 44	100.4	94.81	15	1.00	28.0	SDMH 43
DI 45	100.3	95.10	15	1.00	29.0	DI 44
DI 46	101.9	95.44	24	2.86	52.0	SDMH 43
DI 47	101.9	96.57	15	1.00	38.0	DI 46
SDMH 48	106.9	100.85	18	3.20	153.0	DI 46
DI 49	107.1	101.37	15	1.00	28.0	SDMH 48
DI 50	107.0	101.66	15	1.00	29.0	DI 49
DI 51	109.0	102.90	18	3.20	64.0	SDMH 48
DI 52	109.0	103.53	15	1.00	38.0	DI 51
SDMH 53	116.8	107.81	18	3.20	153.0	DI 51
DI 54	117.4	108.53	18	1.00	72.0	SDMH 53
DI 55	117.8	109.16	15	1.00	38.0	DI 54
SDMH 56	113.6	108.83	15	1.00	84.0	SDMH 53
DI 57	112.7	109.57	15	1.00	26.0	SDMH 56
DI 58	113.1	109.97	15	1.00	37.0	DI 57
DI 59	117.6	110.12	18	3.20	72.0	SDMH 53
DI 60	117.6	110.75	15	1.00	38.0	DI 59
SDMH 61	120.3	112.70	18	3.20	81.0	DI 59
DI 62	122.9	117.30	18	7.24	63.0	SDMH 61
DI 63	122.9	117.93	15	1.00	38.0	DI 62
DI 64	119.5	112.93	18	1.00	23.0	SDMH 61
DI 65	119.5	113.91	15	1.00	38.0	DI 64
DI 66	120.2	114.40	18	1.00	147.0	DI 64
DI 67	120.2	115.03	15	1.00	38.0	DI 66

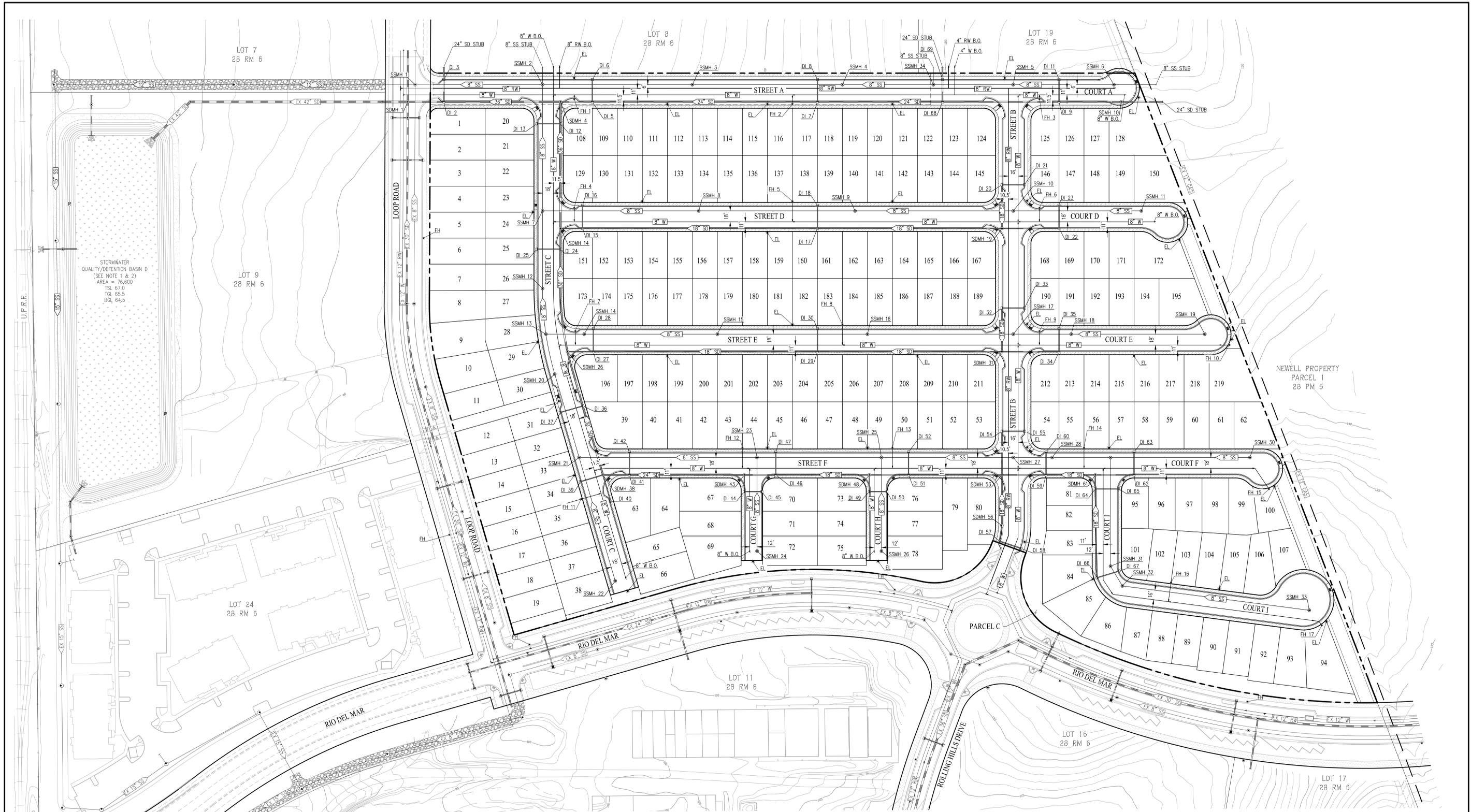
VESTING TENTATIVE MAP WATSON RANCH - LOT 10 PRELIMINARY GRADING CROSS SECTIONS

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA
SCALE: 1" = 60' DATE: JULY 19, 2021



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SHEET NO.
TM-5
OF 9 SHEETS

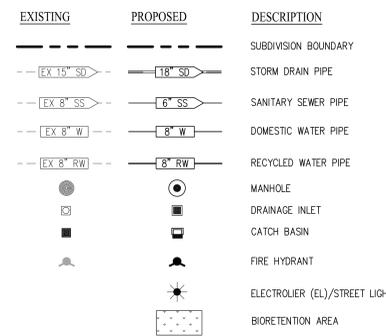


PRELIMINARY SANITARY SEWER TABLE

UPSTREAM STRUCTURE	RIM ELEVATION	INVERT	PIPE SIZE (IN)	SLOPE (%)	LENGTH (LF)	DOWNSTREAM STRUCTURE
SSMH 2	87.9	78.37	8	2.0	208	SSMH 1
SSMH 3	98.1	87.74	8	3.8	246	SSMH 2
SSMH 4	110.4	100.14	8	5.0	246	SSMH 3
SSMH 34	117.9	107.69	8	5.0	149	SSMH 4
SSMH 5	122.6	114.24	8	5.0	131	SSMH 34
SSMH 6	129.1	116.81	8	1.5	165	SSMH 5
SSMH 7	89.4	80.38	8	1.0	209	SSMH 2
SSMH 8	98.2	89.45	8	3.5	256	SSMH 7
SSMH 9	109.5	100.82	8	4.4	256	SSMH 8
SSMH 10	120.1	112.33	8	4.4	259	SSMH 9
SSMH 11	129.3	116.63	8	2.0	210	SSMH 10
SSMH 12	90.7	81.76	8	1.0	128	SSMH 7
SSMH 13	91.4	82.62	8	1.0	76	SSMH 12
SSMH 14	91.6	83.35	8	1.0	63	SSMH 13
SSMH 15	99.7	91.30	8	3.7	218	SSMH 14

SSMH 16	108.8	100.73	8	3.7	246	SSMH 34
SSMH 17	117.1	109.67	8	3.7	237	SSMH 16
SSMH 18	120.1	110.72	8	1.0	95	SSMH 17
SSMH 19	135.1	125.82	8	6.9	219	SSMH 18
SSMH 20	92.1	83.40	8	1.0	68	SSMH 19
SSMH 21	93.6	84.94	8	1.0	143	SSMH 20
SSMH 22	99.6	87.16	8	1.0	213	SSMH 21
SSMH 23	101.0	92.33	8	2.5	292	SSMH 21
SSMH 24	104.6	93.98	8	1.0	155	SSMH 23
SSMH 25	107.7	99.12	8	3.2	204	SSMH 23
SSMH 26	110.6	100.77	8	1.0	155	SSMH 25
SSMH 27	117.8	105.97	8	3.2	216	SSMH 25
SSMH 28	118.1	108.11	8	3.2	64	SSMH 27
SSMH 29	120.8	111.27	8	3.2	96	SSMH 28
SSMH 30	137.0	127.92	8	7.2	229	SSMH 29
SSMH 31	120.4	113.17	8	1.0	180	SSMH 29
SSMH 32	120.8	113.65	8	1.0	38	SSMH 31
SSMH 33	135.1	128.98	8	4.9	309	SSMH 32

LEGEND



NOTES:

- SEE WATSON RANCH PHASE 1 BACKBONE IMPROVEMENT PLANS FOR ALL BACKBONE STORM DRAIN, SANITARY SEWER, DOMESTIC WATER, FIRE HYDRANTS, AND RECLAIMED WATER IMPROVEMENTS.
- THE SITE DRAINS TO THE STORMWATER QUALITY/DETENTION BASIN D (ON LARGE LOT 9). SEE WATSON RANCH PHASE 1 BACKBONE GRADING AND IMPROVEMENT PLANS FOR BASIN DETAILS.
- ALL UTILITIES ARE PRELIMINARY AND SUBJECT TO FINAL DESIGN.

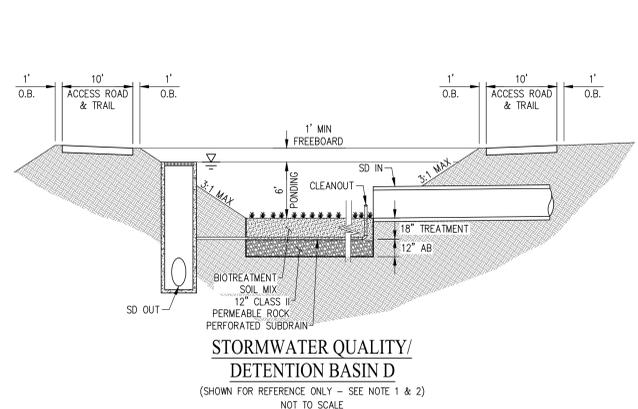
VESTING TENTATIVE MAP WATSON RANCH - LOT 10 PRELIMINARY UTILITY PLAN

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA
SCALE: 1" = 60' DATE: JULY 19, 2021



LEGEND

EXISTING	PROPOSED	DESCRIPTION
---	---	SUBDIVISION BOUNDARY
---	---	DMA (DRAINAGE MANAGEMENT AREA)
---	---	FLOW DIRECTION
---	---	EARTH SWALE
---	---	STORM DRAIN PIPE
○	○	MANHOLE
□	□	DRAINAGE INLET
□	□	CATCH BASIN
□	□	DEVELOPED LOT AREA
□	□	IMPERVIOUS ASPHALT/CONCRETE AREA
□	□	BIORETENTION AREA
○	○	BIORETENTION SUBDRAIN CLEANOUT
○	○	BIORETENTION PERFORATED SUBDRAIN
○	○	DMA ID



LOT 10 STORMWATER TREATMENT SUMMARY

DMA ID	DRAINAGE AREA (SF)	SURFACE TYPE	RUNOFF FACTOR	SIZING FACTOR	TREATMENT AREA REQUIRED (SF)	BIASIN D AREA PROVIDED (SF)
1	260,052	ROOF	1.00	0.04	10,402	76,600
	349,681	ROADWAY	1.00	0.04	13,987	
	174,046	HARDSCAPE	1.00	0.04	6,962	
	399,563	SOFTSCAPE	0.1	0.04	1,598	
TOTAL	1,183,342				32,949	

- NOTES:**
- SEE DRAINAGE REPORT PREPARED BY BALANCE HYDROLOGICS DATED JANUARY 29, 2021 FOR SIZING OF STORMWATER QUALITY BASIN D.
 - STORMWATER QUALITY/DETENTION BASIN D APPROVED UNDER SEPARATE PERMIT. SEE WATSON RANCH PHASE 1A BACKBONE IMPROVEMENT PLANS FOR DETAILS.
 - SEE WATSON RANCH PHASE 1A BACKBONE IMPROVEMENT PLANS FOR ALL BACKBONE STORM DRAIN AND STORM WATER IMPROVEMENTS.
 - STORM DRAIN SIZING IS PRELIMINARY AND SUBJECT TO FINAL DESIGN.

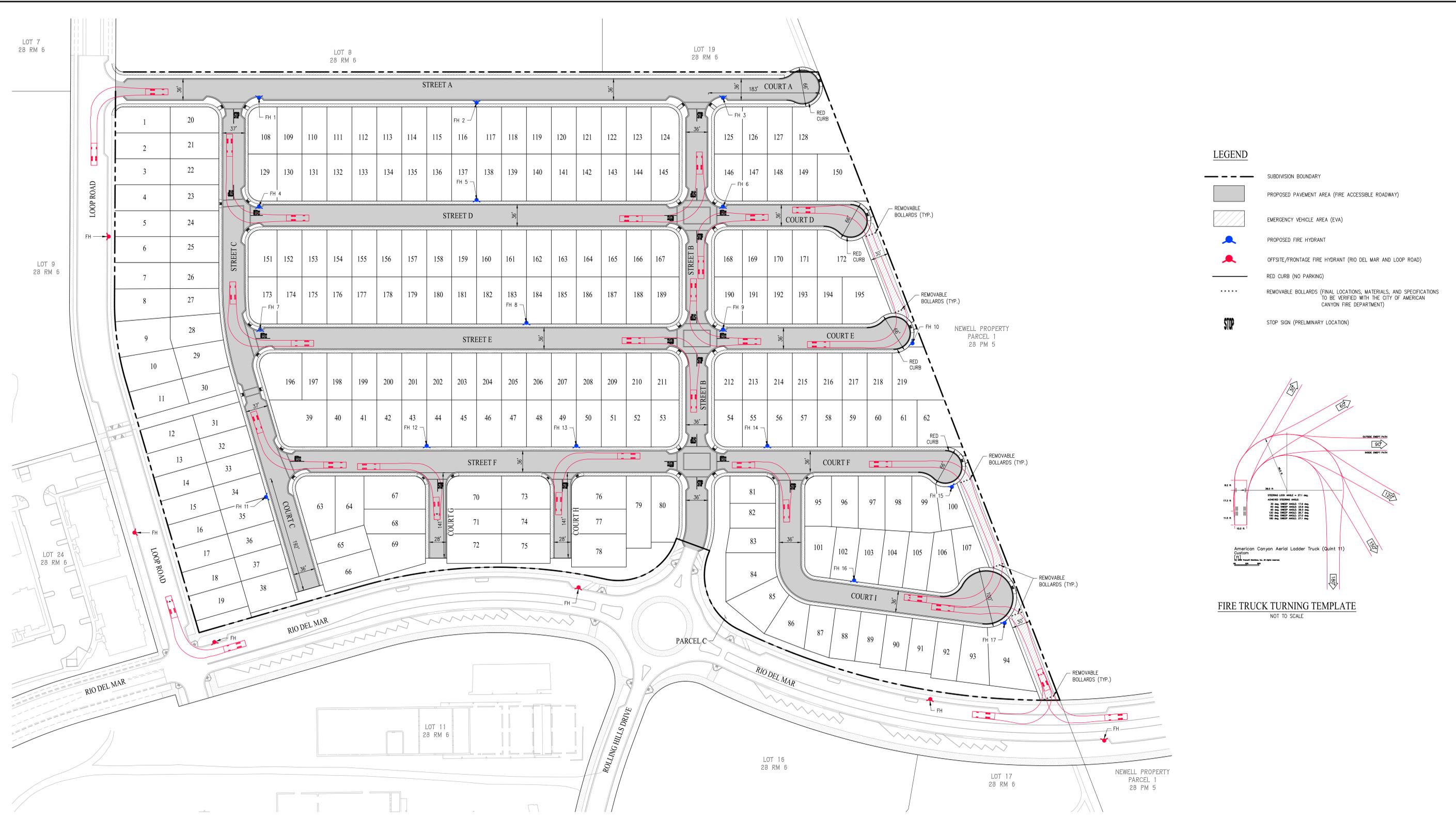
**VESTING TENTATIVE MAP
WATSON RANCH - LOT 10
PRELIMINARY STORMWATER CONTROL PLAN**

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA
SCALE: 1" = 60' DATE: JULY 19, 2021

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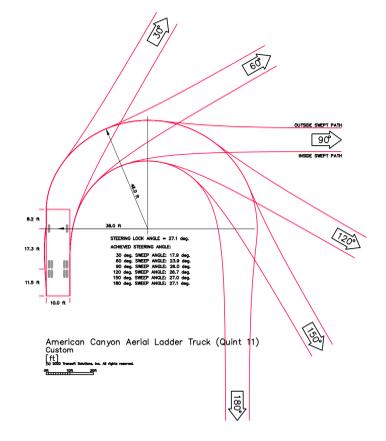
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SHEET NO. **TM-7**
OF 9 SHEETS



LEGEND

- SUBDIVISION BOUNDARY
- PROPOSED PAVEMENT AREA (FIRE ACCESSIBLE ROADWAY)
- EMERGENCY VEHICLE AREA (EVA)
- PROPOSED FIRE HYDRANT
- OFFSITE/FRONTAGE FIRE HYDRANT (RIO DEL MAR AND LOOP ROAD)
- RED CURB (NO PARKING)
- REMOVABLE BOLLARDS (FINAL LOCATIONS, MATERIALS, AND SPECIFICATIONS TO BE VERIFIED WITH THE CITY OF AMERICAN CANYON FIRE DEPARTMENT)
- STOP SIGN (PRELIMINARY LOCATION)



**VESTING TENTATIVE MAP
WATSON RANCH - LOT 10
PRELIMINARY FIRE ACCESS PLAN**

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA
SCALE: 1" = 60' DATE: JULY 19, 2021

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PLAN 1583
Elevation 'C' Farmhouse
Color Scheme 3B

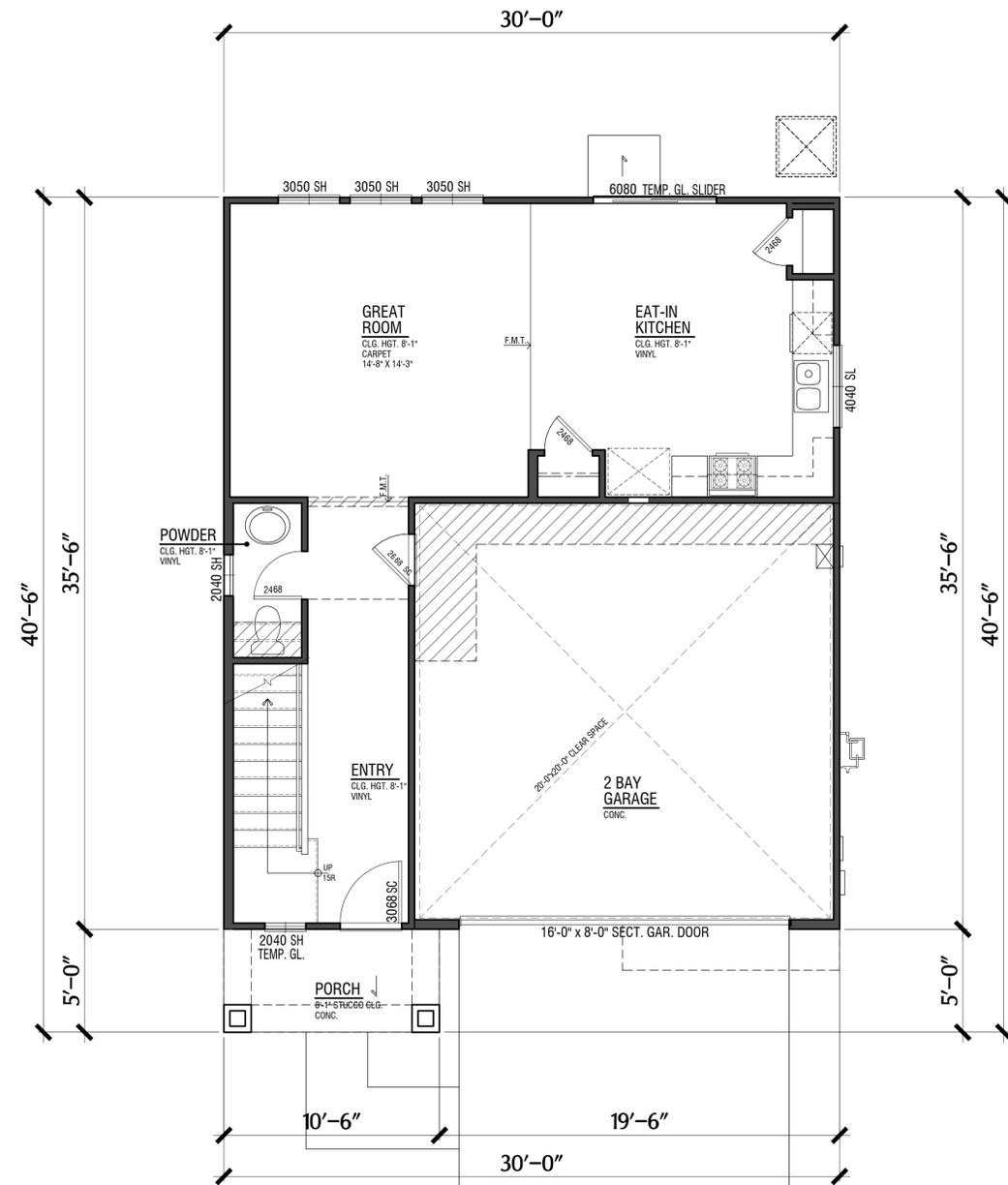
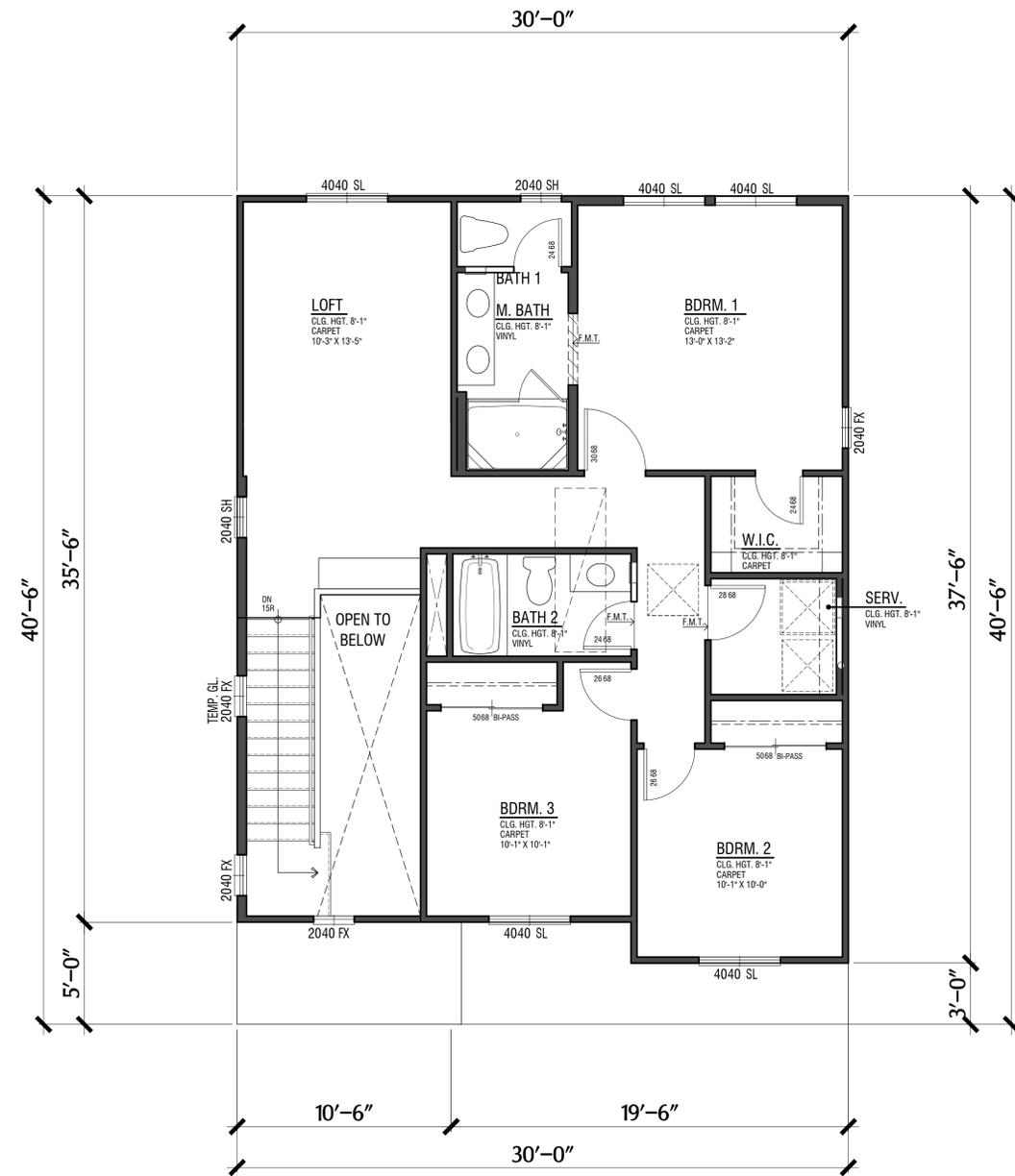
PLAN 1799
Elevation 'A' Ranch
Color Scheme 1B

PLAN 1859
Elevation 'B' Traditional
Color Scheme 3BC

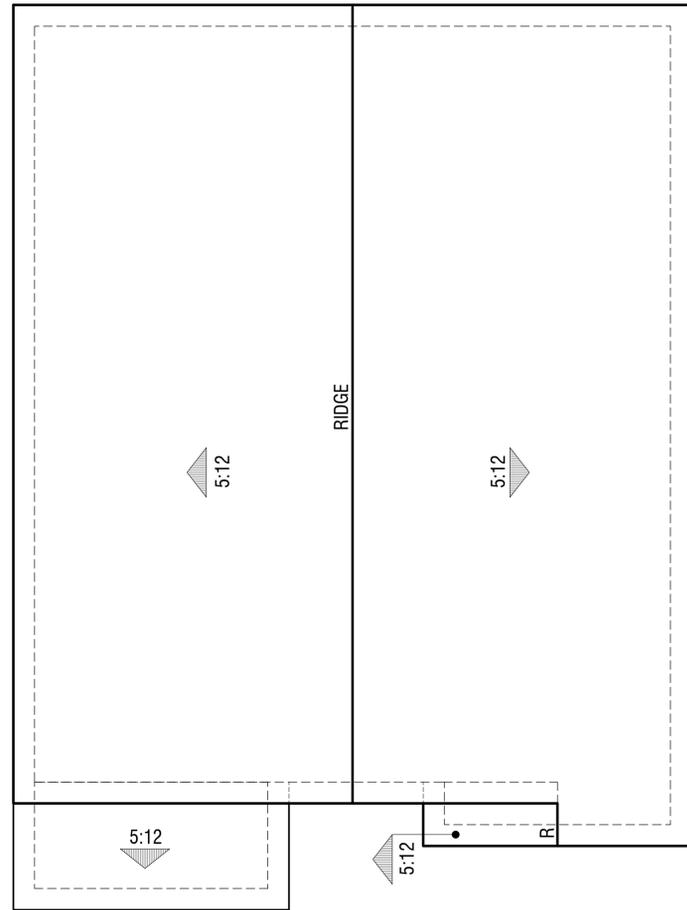
Sheet Index

CS	Cover Sheet & Conceptual Streetscene	A2.3	Plan 1799 Front Elevations	A2X.6	Plan 1799X Elevation C - Farmhouse
A1.1	Plan 1583 Floor Plan	A2.4	Plan 1799 Elevation A - Ranch	A3.1	Plan 1859 Floor Plans
A1.2	Plan 1583 Roof Plans	A2.5	Plan 1799 Elevation B - Traditional	A3.2	Plan 1859 Roof Plans
A1.3	Plan 1583 Front Elevations	A2.6	Plan 1799 Elevation C - Farmhouse	A3.3	Plan 1859 Front Elevations
A1.4	Plan 1583 Elevation A - Ranch	A2X.1	Plan 1799X Floor Plans	A3.4	Plan 1859 Elevation A - Ranch
A1.5	Plan 1583 Elevation B - Traditional	A2X.2	Plan 1799X Roof Plans	A3.5	Plan 1859 Elevation B -Traditional
A1.6	Plan 1583 Elevation C - Farmhouse	A2X.3	Plan 1799X Front Elevations	A3.6	Plan 1859 Elevation C - Farmhouse
A2.1	Plan 1799 Floor Plan	A2X.4	Plan 1799X Elevation A - Ranch	A4.1	Exterior Color & Materials
A2.2	Plan 1799 Roof Plans	A2X.5	Plan 1799X Elevation B - Traditional	A4.2	Exterior Color & Materials
				A4.3	Exterior Color & Materials

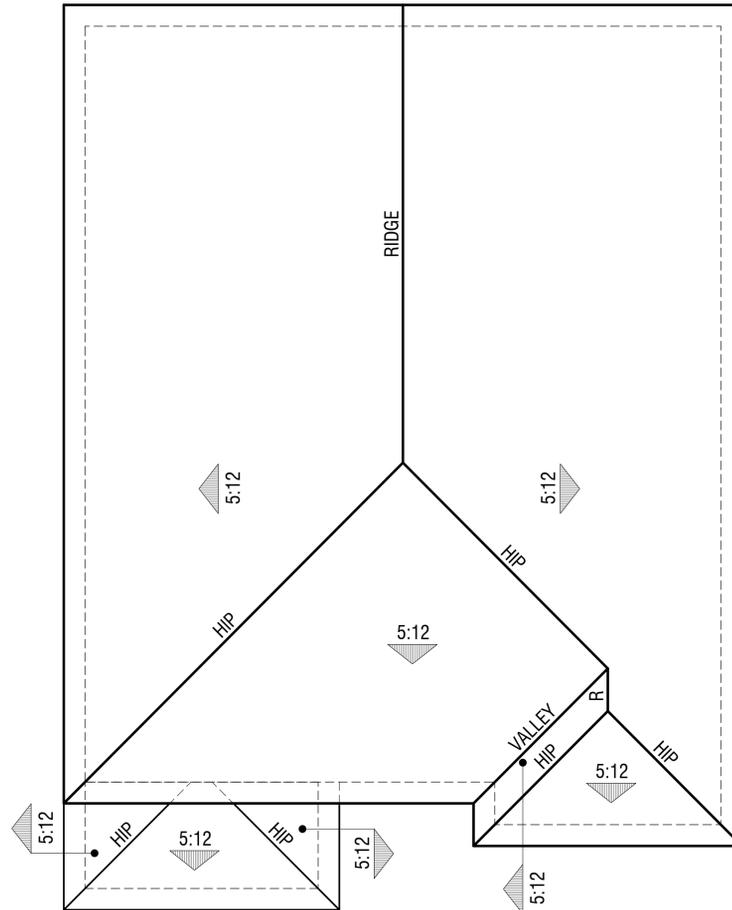
NOTE:
When residential project is in "Fire Hazard Severity Zone" as defined by Cal Fire and the Department of Forestry, the homes shall be designed and constructed to meet applicable state code requirements including California Residential Code Section 337.



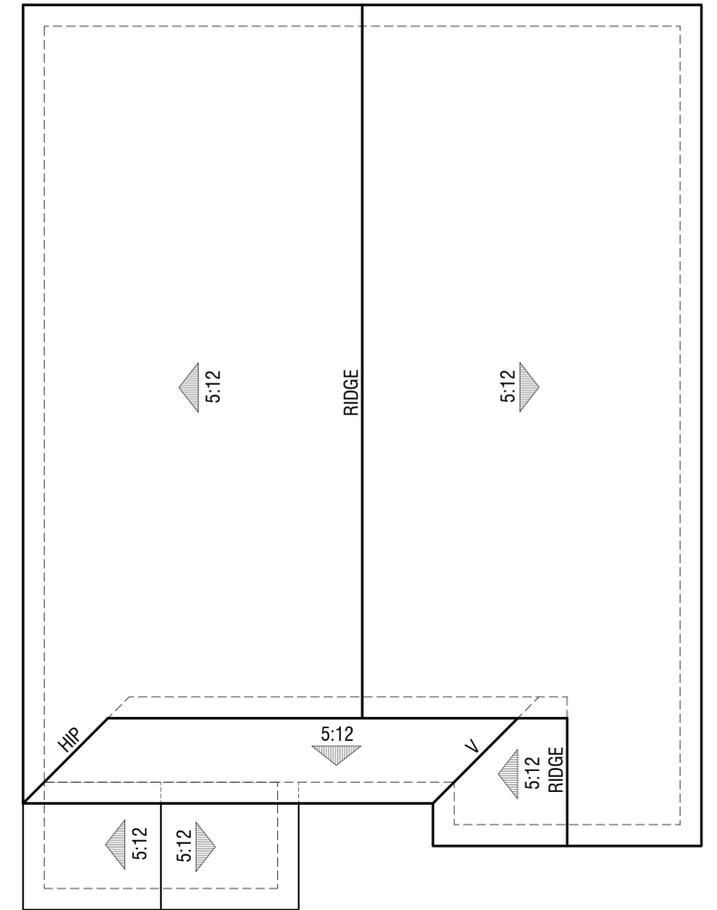
PLAN 1583
 1,583 SF
 3 Bdrm | 2.5 Bath | Loft
 2-Car Garage



Elevation C
Farmhouse



Elevation B
Traditional



Elevation A
Ranch

PLAN 1583
Roof Plans

WATSON RANCH
AMERICAN CANYON, CA



Elevation A
Ranch
Color Scheme 2BC



Elevation C
Farmhouse
Color Scheme 3B

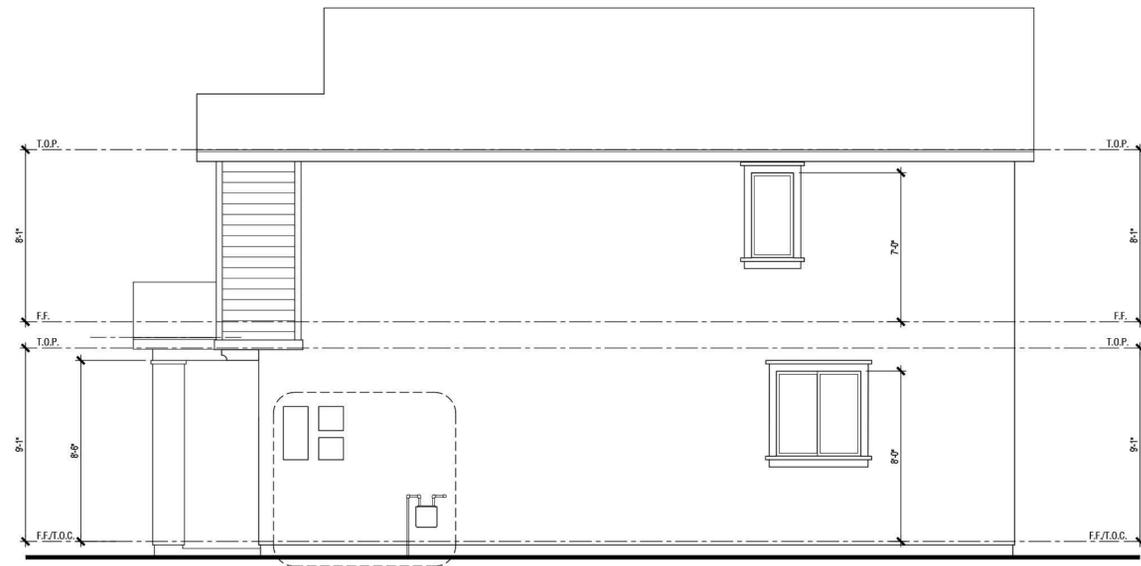


Elevation B
Traditional
Color Scheme 4B

Note: Artist's conception; colors, materials and application may vary.

PLAN 1583
Front Elevations

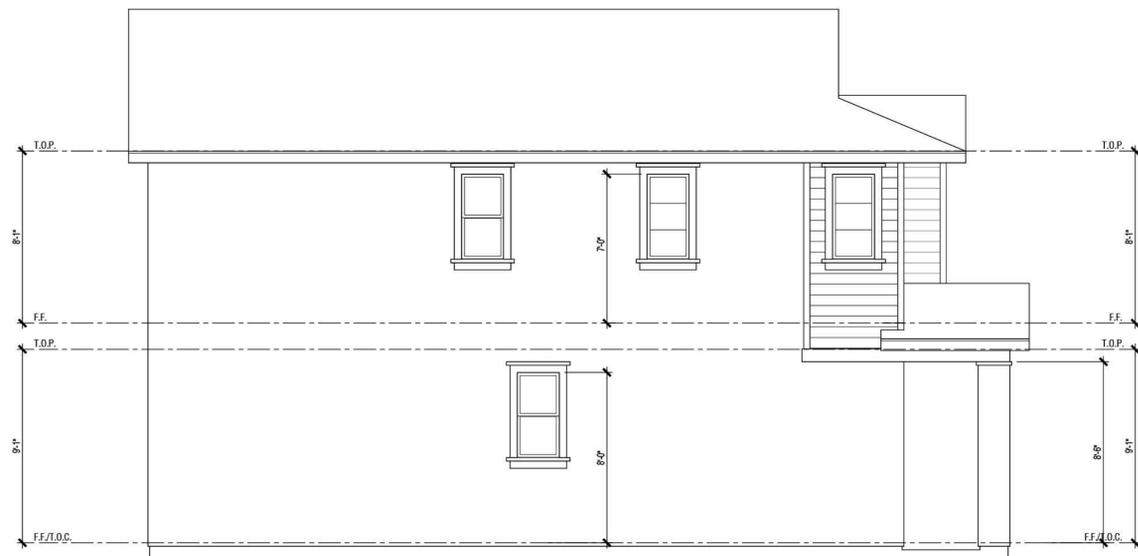
WATSON RANCH
AMERICAN CANYON, CA



Right



Rear



Left



Front

Exterior Materials:

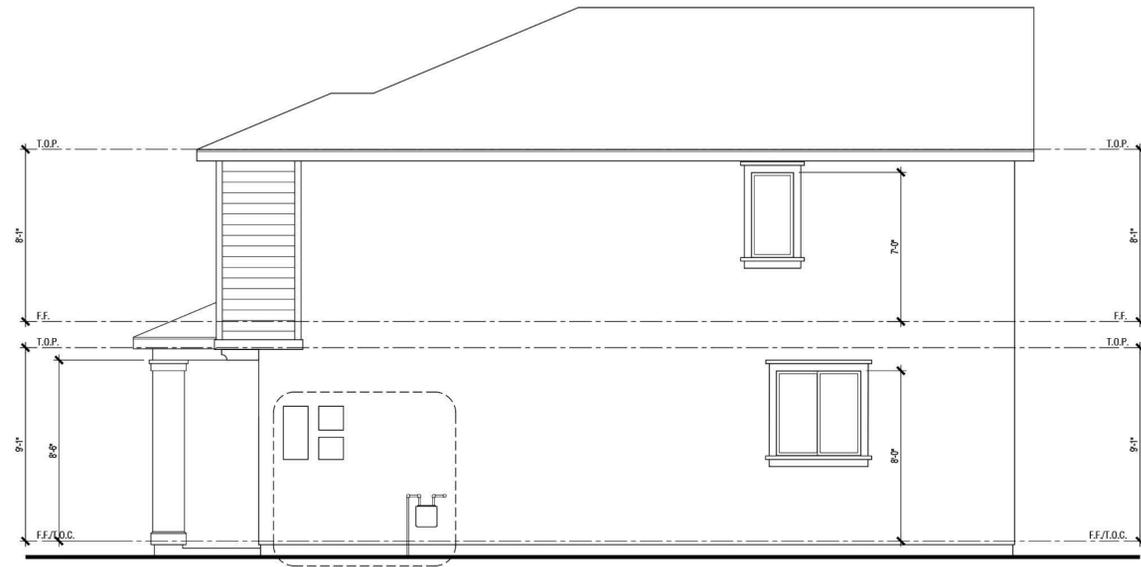
Elevation A - Ranch (Color Scheme 2BC)

- 1 Roof: Composition Shingle Roofing
- 2 Stucco: Lightlace Finish
- 3 Lap Siding: Fiber Cement
- 4 Gable Siding: Fiber Cement
- 5 Windows: Insulated Vinyl
- 6 Garage Door: Metal Sectional Roll-Up
- 7 Shutters: Decorative Foam
- 8 Entry Door: Fiberglass
- 9 Address Light

PLAN 1583

Elevation A - Ranch

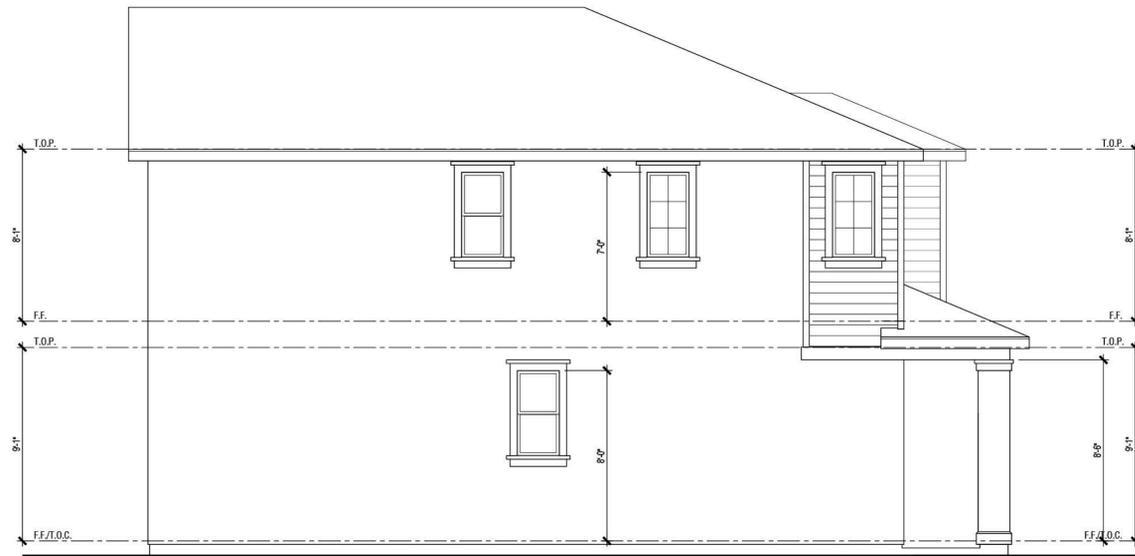
NOTE: In conformance with Watson Ranch Specific Plan Appendix A – Design Guidelines A.4.2.2 “Publicly Visible Facades” - All side elevations on corner lots and rear elevations facing public streets and open space areas shall include articulation of architectural details and materials to enhance these elevations consistent with the overall architectural style of the homes. Elevation enhancements may include window trim, siding at roof gable areas, shutters, belly bands and other details to satisfy the objectives of the WRSP.



Right



Rear



Left



Front

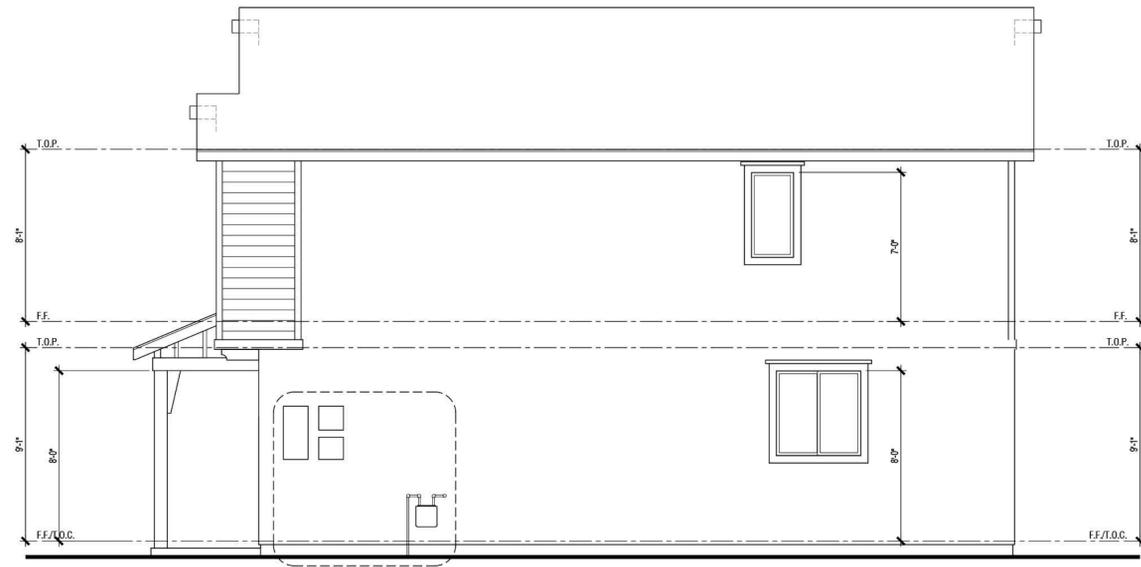
Exterior Materials:

Elevation B - Traditional (Color Scheme 4B)

- 1 Roof: Composition Shingle Roofing
- 2 Stucco: Lightlace Finish
- 3 Lap Siding: Fiber Cement
- 4 Windows: Insulated Vinyl
- 5 Garage Door: Metal Sectional Roll-Up
- 6 Entry Door: Fiberglass
- 7 Address Light

PLAN 1583
Elevation B - Traditional

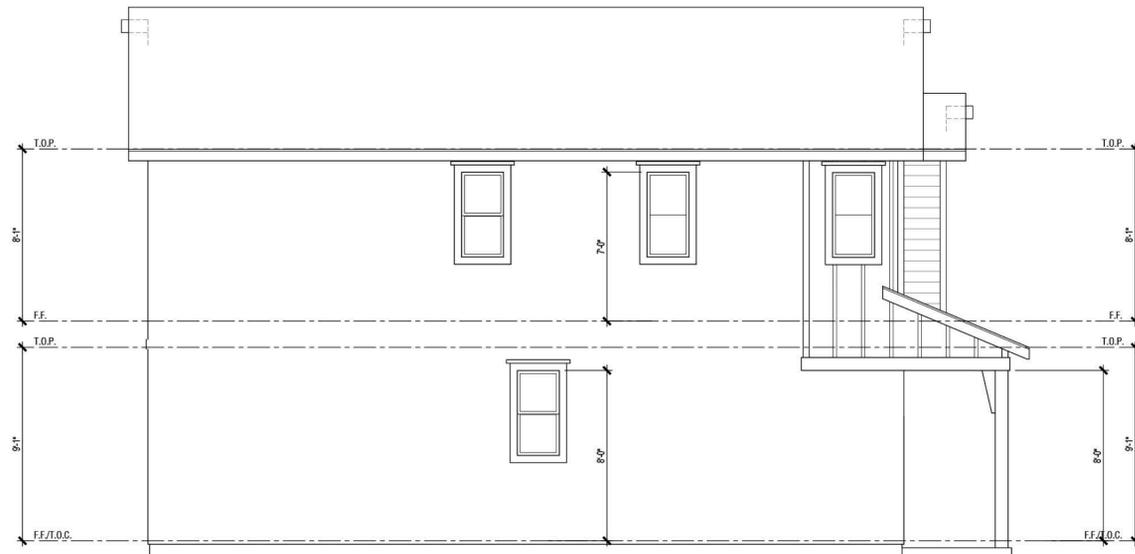
NOTE: In conformance with Watson Ranch Specific Plan Appendix A – Design Guidelines A.4.2.2 “Publicly Visible Facades” - All side elevations on corner lots and rear elevations facing public streets and open space areas shall include articulation of architectural details and materials to enhance these elevations consistent with the overall architectural style of the homes. Elevation enhancements may include window trim, siding at roof gable areas, shutters, belly bands and other details to satisfy the objectives of the WRSP.



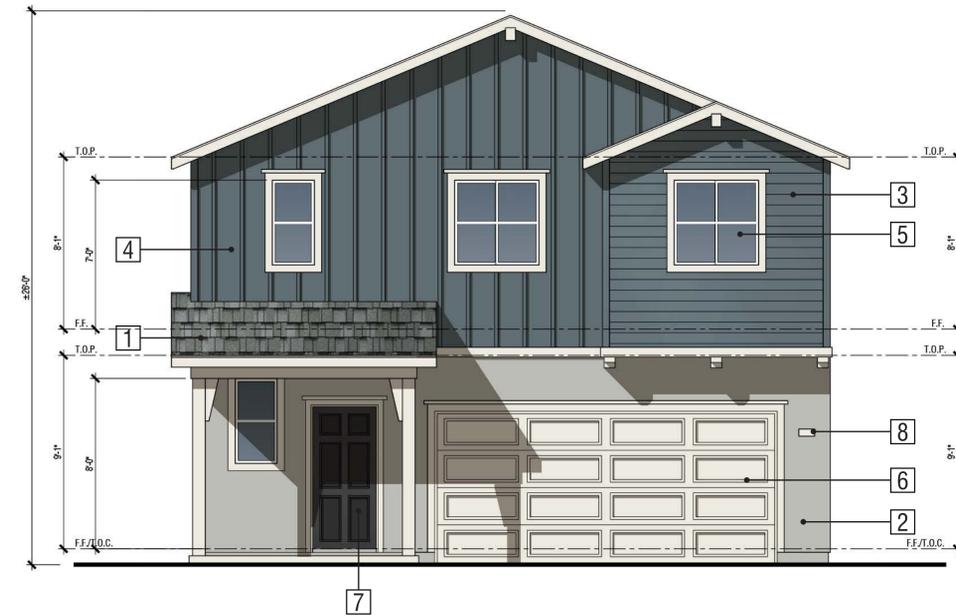
Right



Rear



Left



Front

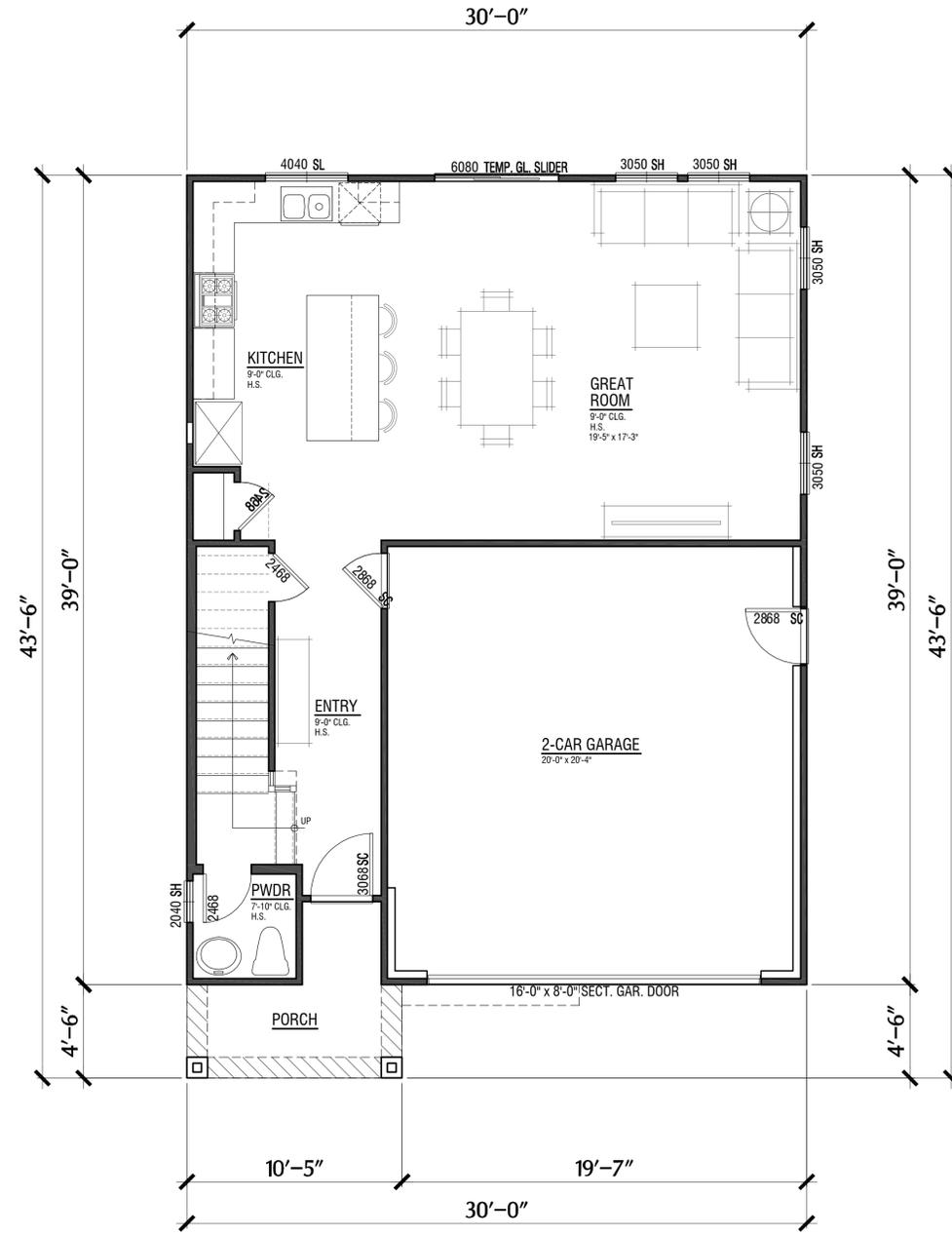
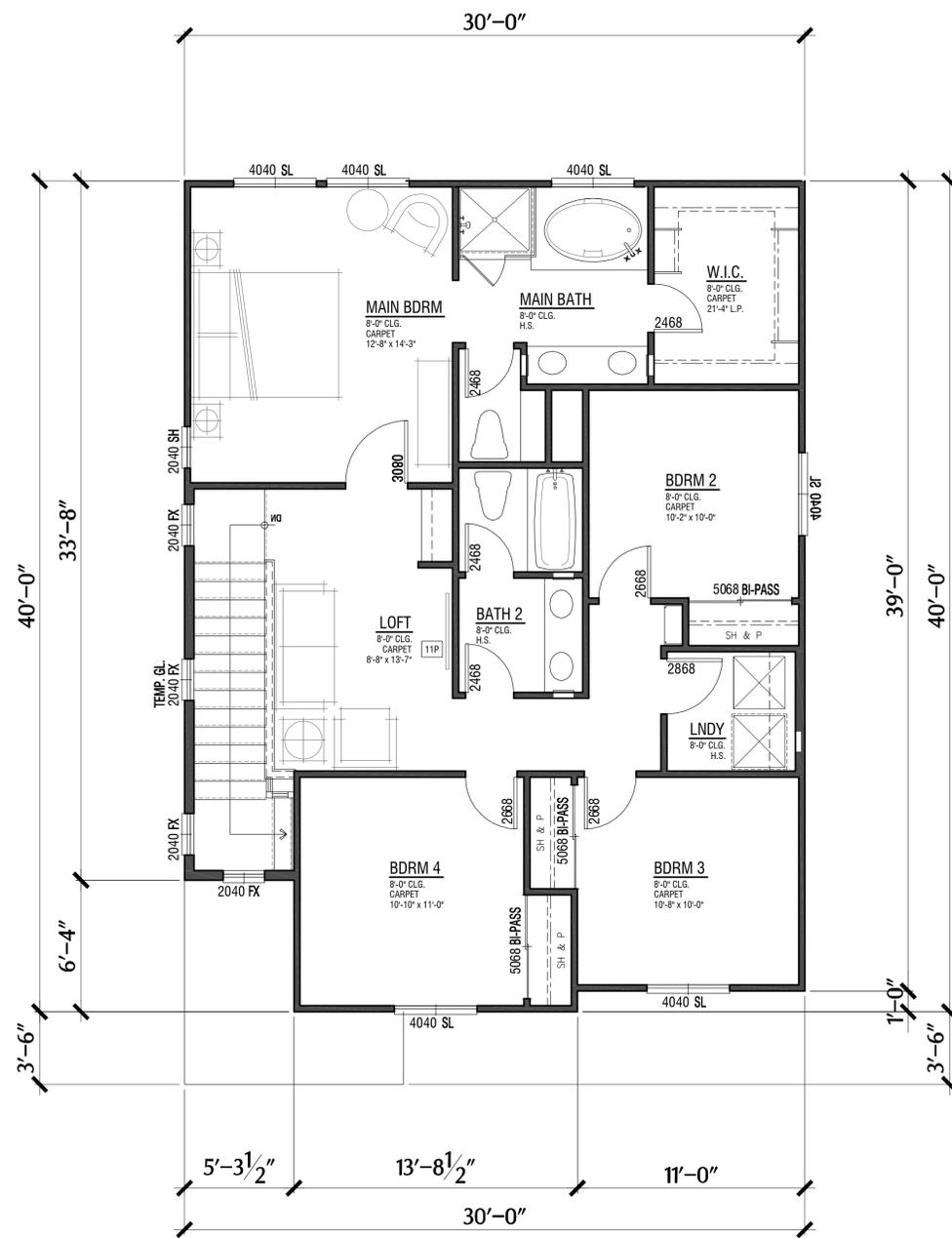
Exterior Materials:

Elevation C - Farmhouse (Color Scheme 3B)

- 1 Roof: Composition Shingle Roofing
- 2 Stucco: Lightlace Finish
- 3 Lap Siding: Fiber Cement
- 4 Board and Batten Siding: Fiber Cement
- 5 Windows: Insulated Vinyl
- 6 Garage Door: Metal Sectional Roll-Up
- 7 Entry Door: Fiberglass
- 8 Address Light

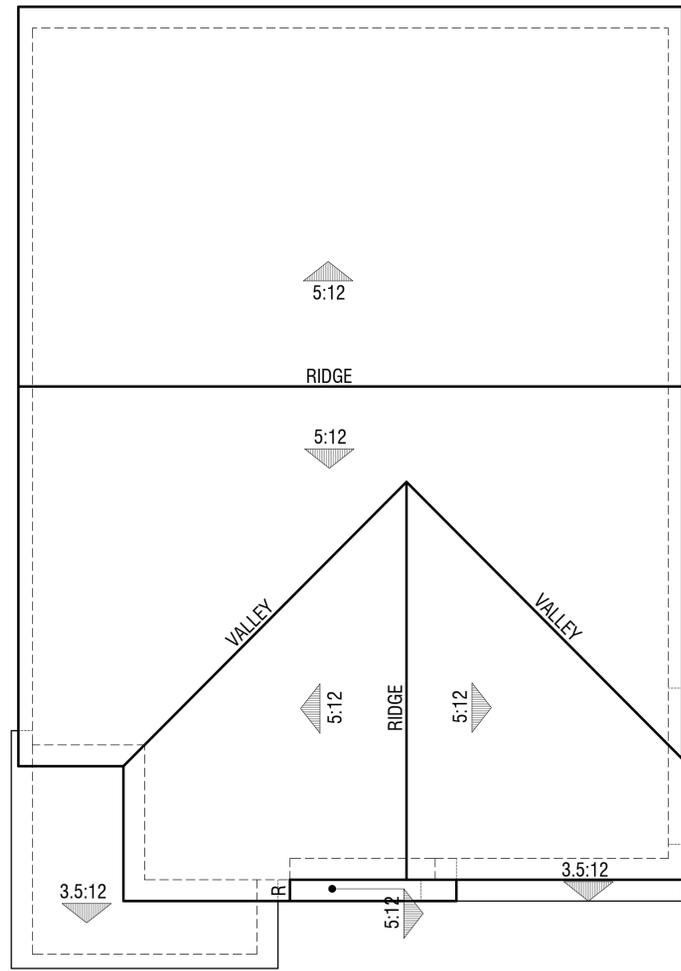
PLAN 1583
Elevation C - Farmhouse

NOTE: In conformance with Watson Ranch Specific Plan Appendix A – Design Guidelines A.4.2.2 “Publicly Visible Facades” - All side elevations on corner lots and rear elevations facing public streets and open space areas shall include articulation of architectural details and materials to enhance these elevations consistent with the overall architectural style of the homes. Elevation enhancements may include window trim, siding at roof gable areas, shutters, belly bands and other details to satisfy the objectives of the WRSP.

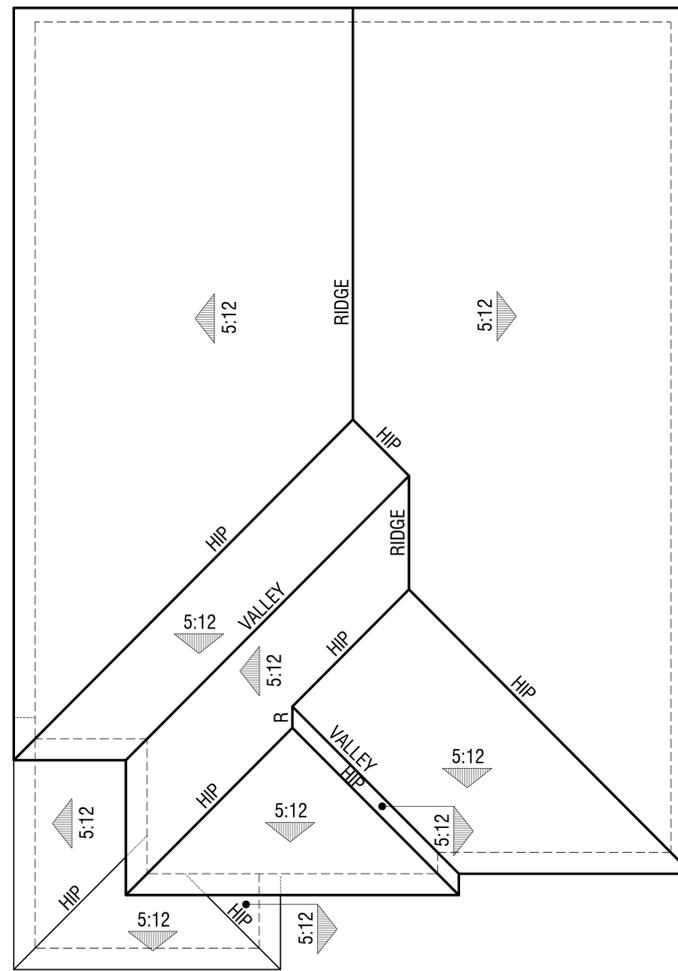


PLAN 1799

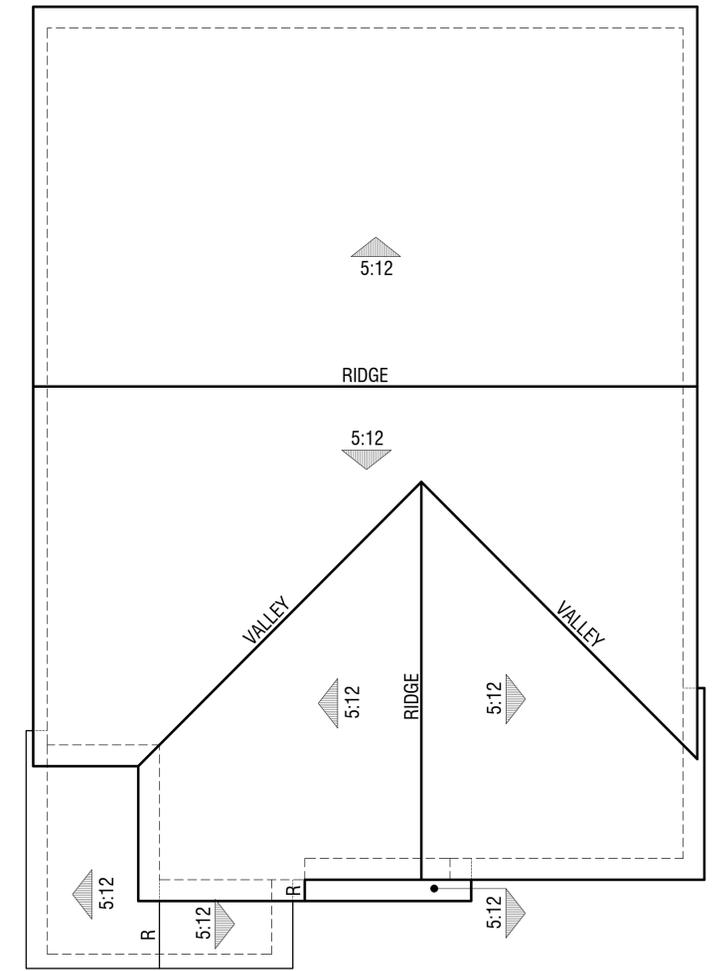
1,799 SF
 4 Bdrm | 2.5 Bath
 2-Car Garage



Elevation C
Farmhouse



Elevation B
Traditional



Elevation A
Ranch

PLAN 1799
Roof Plans

WATSON RANCH
AMERICAN CANYON, CA



Elevation A
Ranch
Color Scheme 1B



Elevation C
Farmhouse
Color Scheme 6B

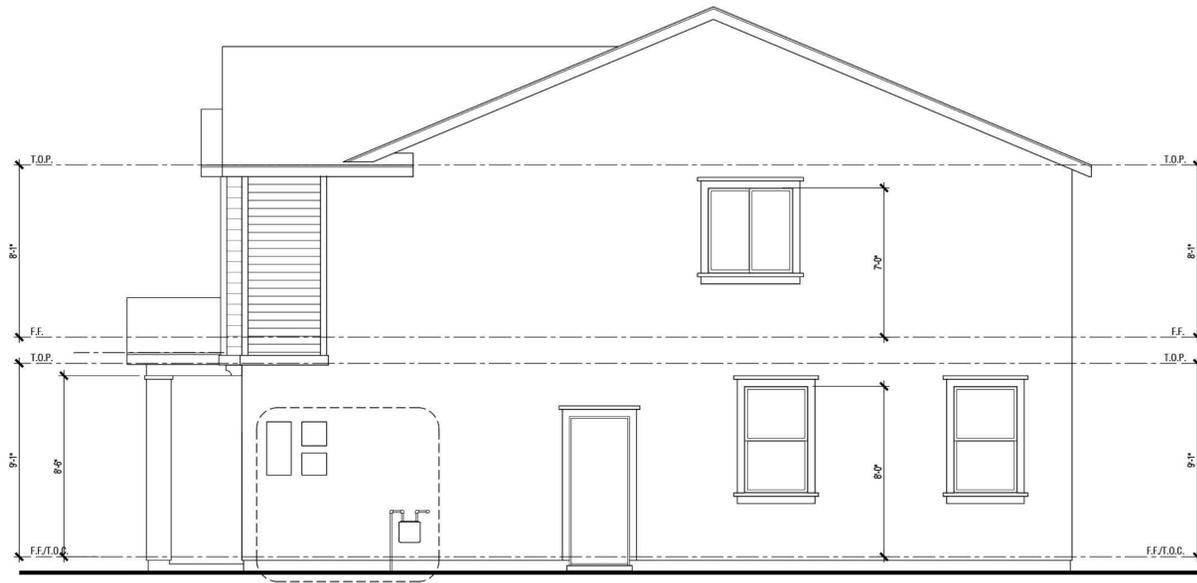


Elevation B
Traditional
Color Scheme 1BC

Note: Artist's conception; colors, materials and application may vary.

PLAN 1799
Front Elevations

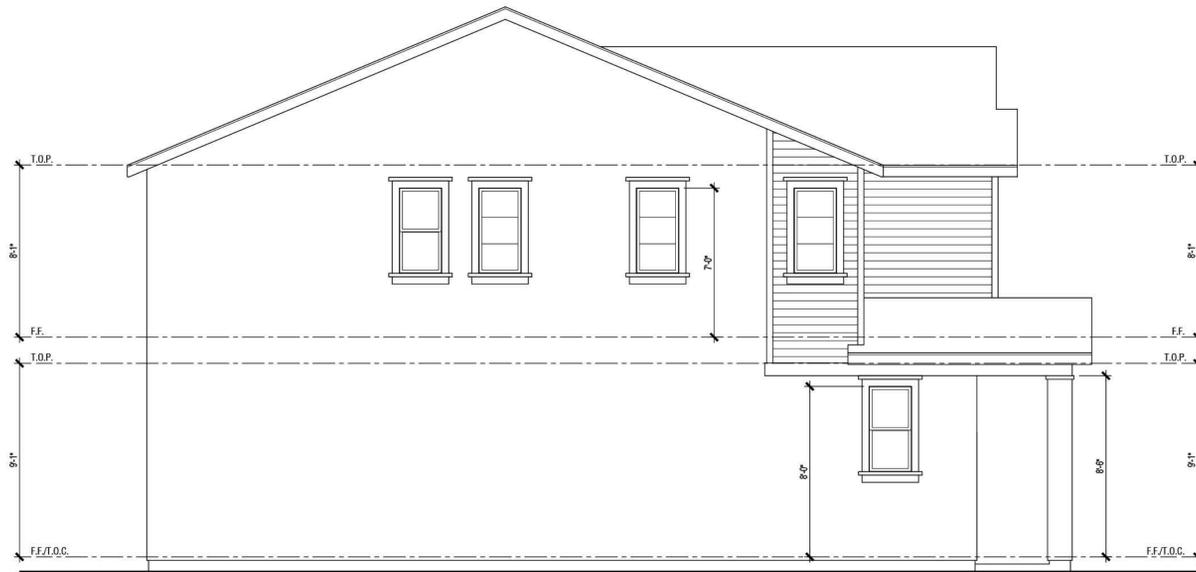
WATSON RANCH
AMERICAN CANYON, CA



Right



Rear



Left



Front

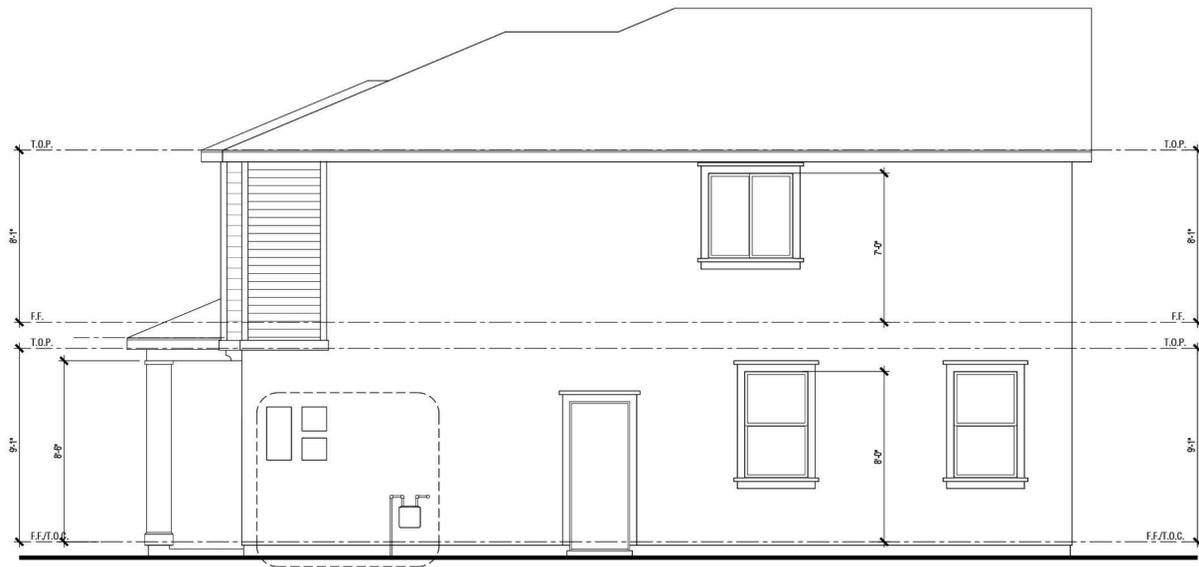
Exterior Materials:

Elevation A - Ranch (Color Scheme 1B)

- 1 Roof: Composition Shingle Roofing
- 2 Stucco: Lightlace Finish
- 3 Lap Siding: Fiber Cement
- 4 Windows: Insulated Vinyl
- 5 Garage Door: Metal Sectional Roll-Up
- 6 Shutters: Decorative Foam
- 7 Entry Door: Fiberglass
- 8 Address Light

PLAN 1799
Elevation A - Ranch

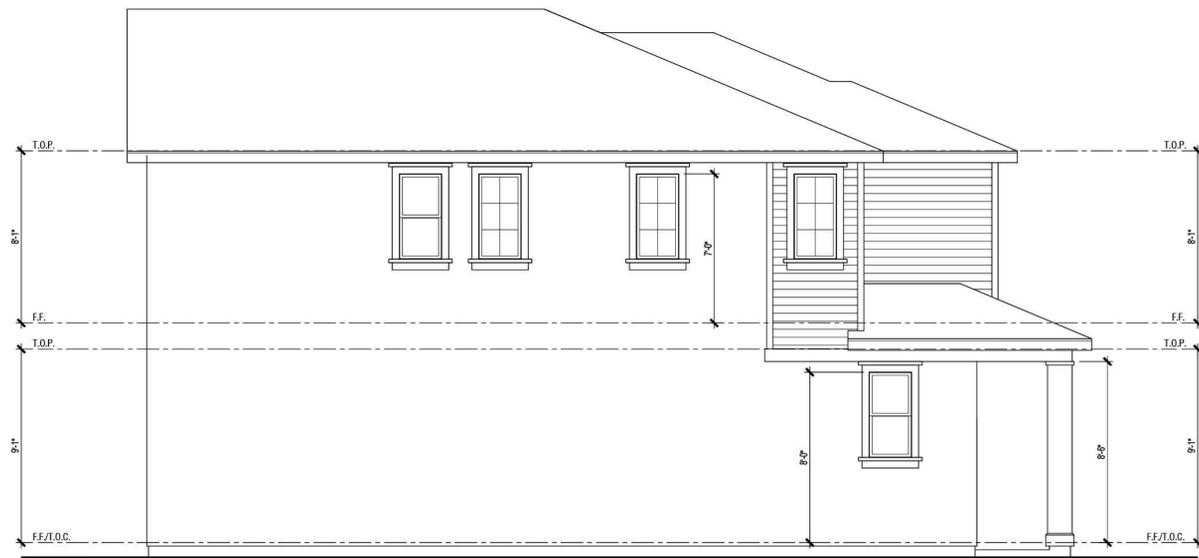
NOTE: In conformance with Watson Ranch Specific Plan Appendix A – Design Guidelines A.4.2.2 “Publicly Visible Facades” - All side elevations on corner lots and rear elevations facing public streets and open space areas shall include articulation of architectural details and materials to enhance these elevations consistent with the overall architectural style of the homes. Elevation enhancements may include window trim, siding at roof gable areas, shutters, belly bands and other details to satisfy the objectives of the WRSP.



Right



Rear



Left



Front

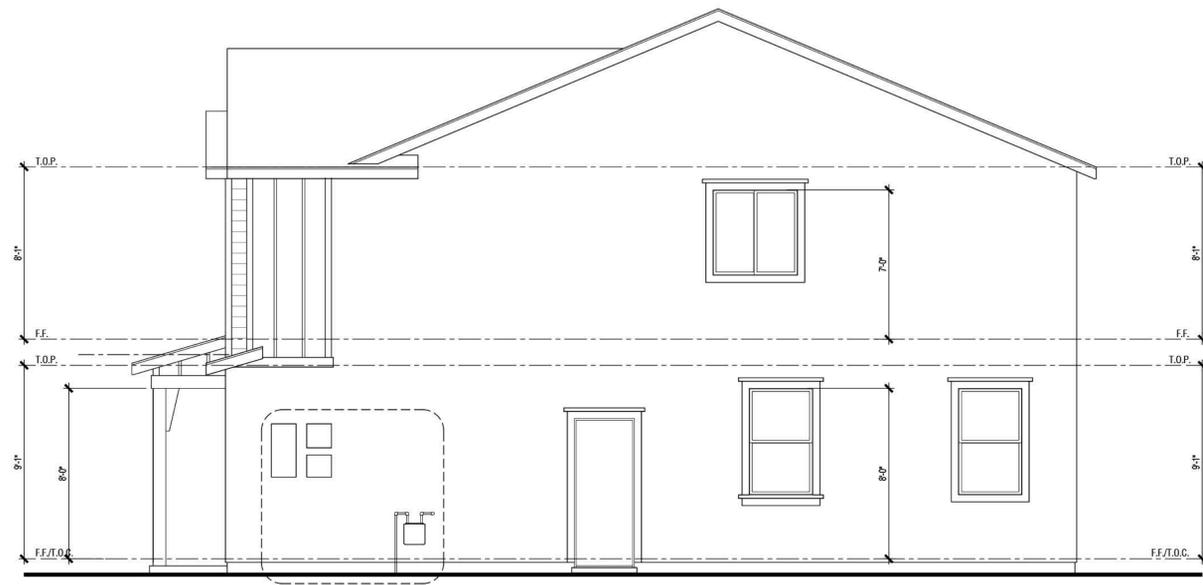
Exterior Materials:

Elevation B - Traditional (Color Scheme 1BC)

- 1 Roof: Composition Shingle Roofing
- 2 Stucco: Lightlace Finish
- 3 Lap Siding: Fiber Cement
- 4 Windows: Insulated Vinyl
- 5 Garage Door: Metal Sectional Roll-Up
- 6 Entry Door: Fiberglass
- 7 Address Light

PLAN 1799
Elevation B - Traditional

NOTE: In conformance with Watson Ranch Specific Plan Appendix A – Design Guidelines A.4.2.2 “Publicly Visible Facades” - All side elevations on corner lots and rear elevations facing public streets and open space areas shall include articulation of architectural details and materials to enhance these elevations consistent with the overall architectural style of the homes. Elevation enhancements may include window trim, siding at roof gable areas, shutters, belly bands and other details to satisfy the objectives of the WRSP.



Right



Rear



Left



Front

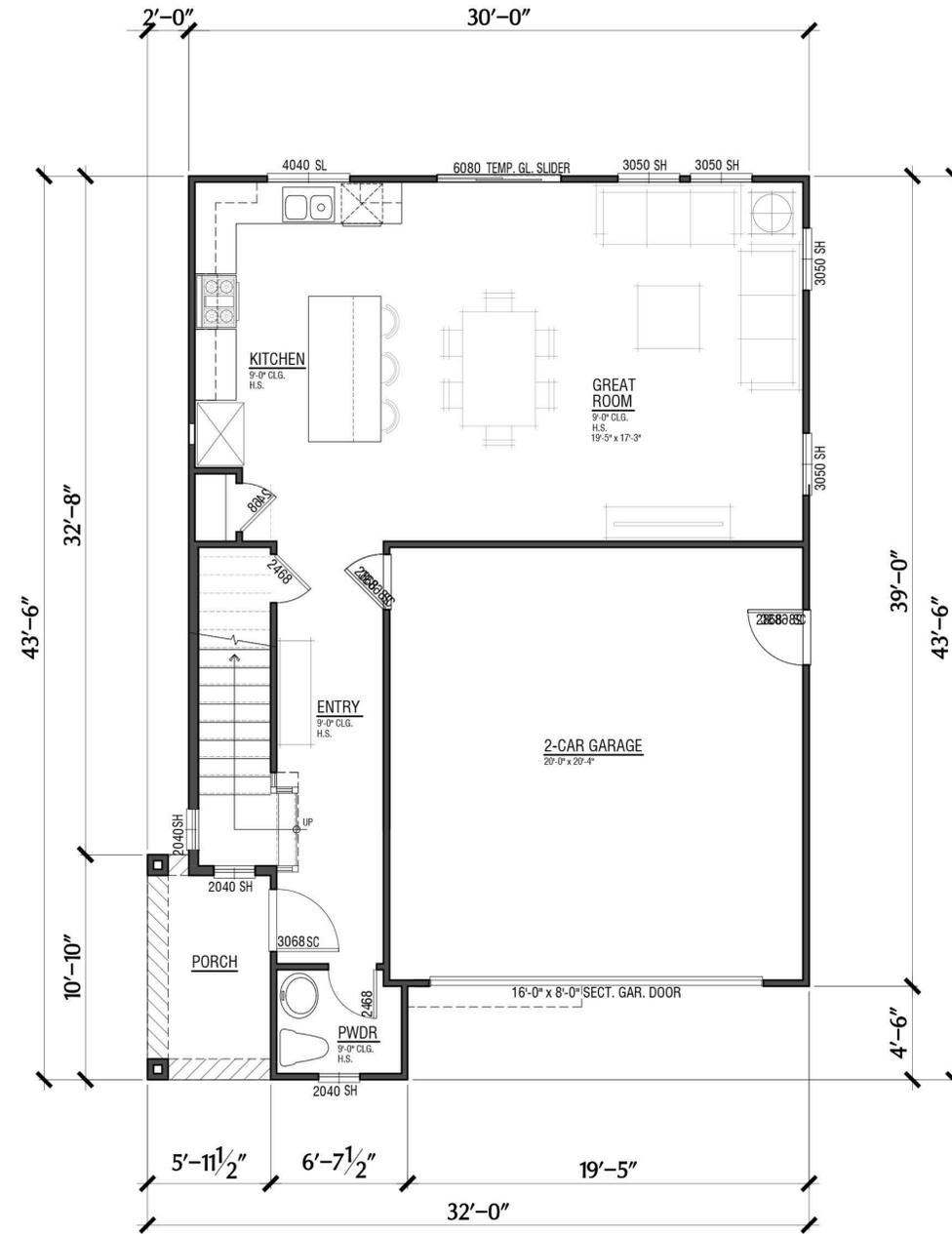
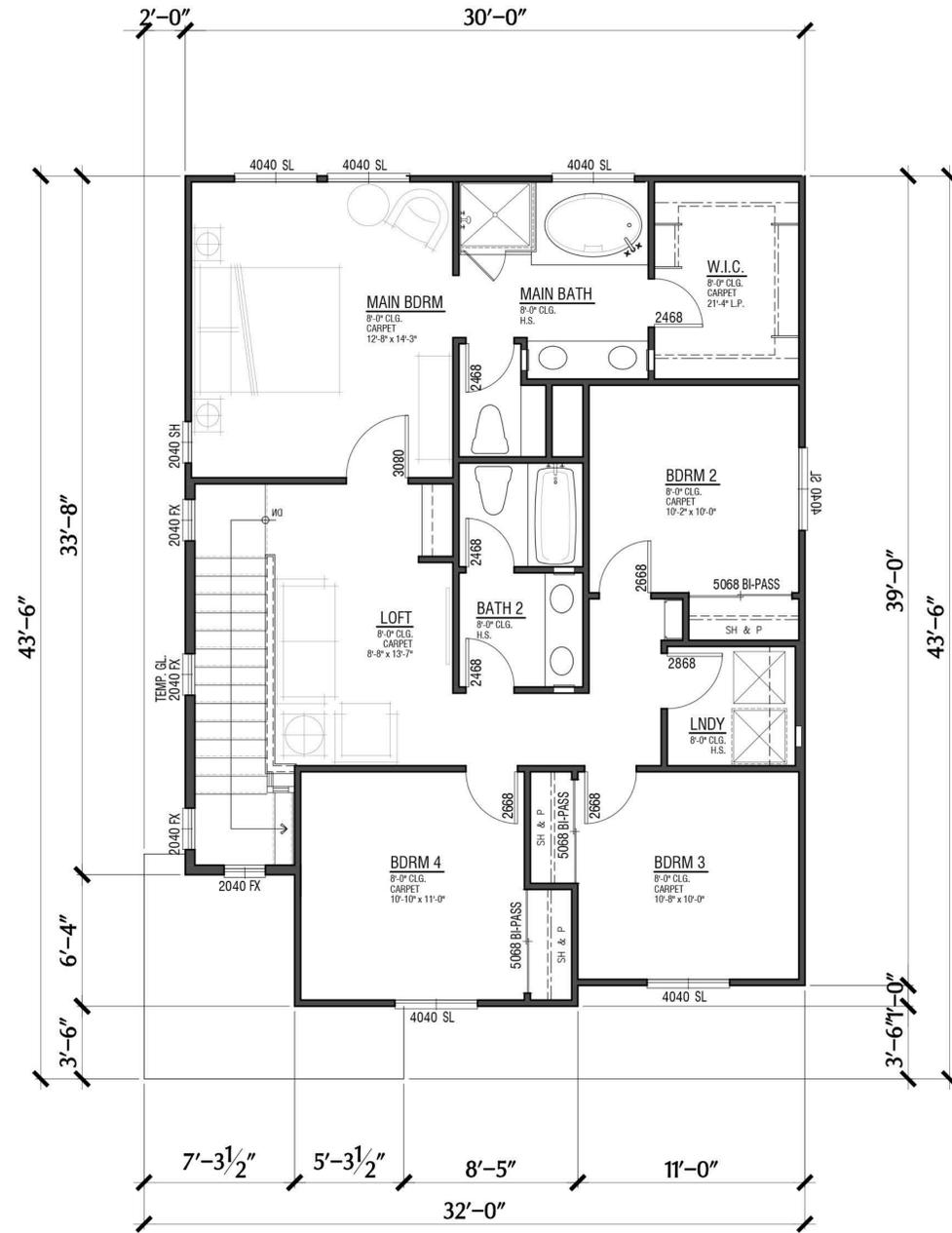
Exterior Materials:

Elevation C - Farmhouse (Color Scheme 6B)

- 1 Roof: Composition Shingle Roofing
- 2 Stucco: Lightlace Finish
- 3 Board and Batten Siding: Fiber Cement
- 4 Windows: Insulated Vinyl
- 5 Garage Door: Metal Sectional Roll-Up
- 6 Entry Door: Fiberglass
- 7 Address Light

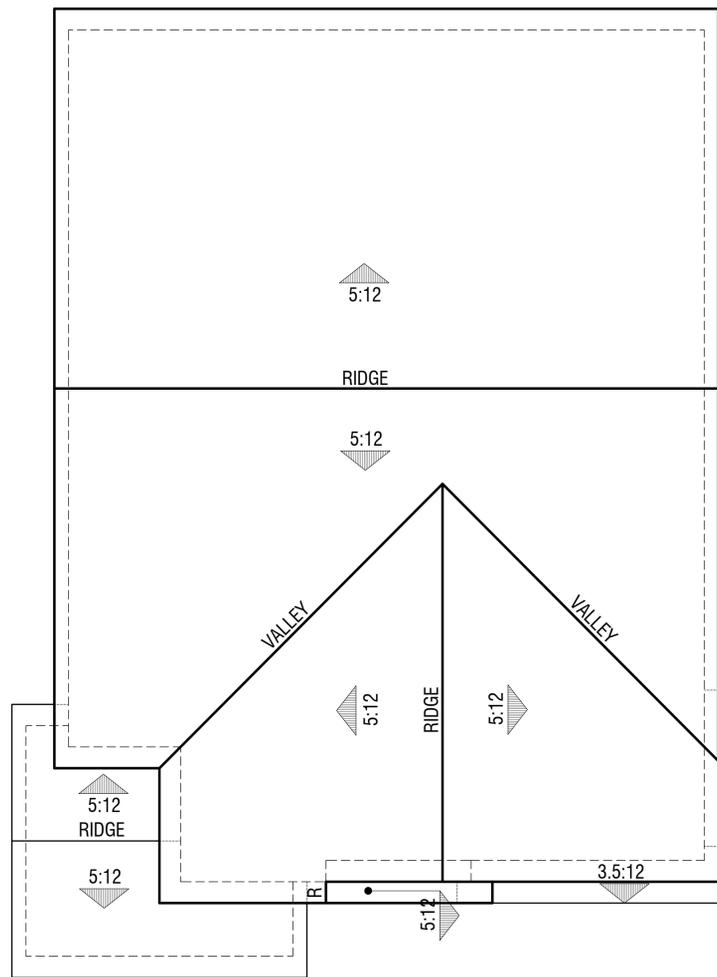
PLAN 1799
Elevation C - Farmhouse

NOTE: In conformance with Watson Ranch Specific Plan Appendix A – Design Guidelines A.4.2.2 “Publicly Visible Facades” - All side elevations on corner lots and rear elevations facing public streets and open space areas shall include articulation of architectural details and materials to enhance these elevations consistent with the overall architectural style of the homes. Elevation enhancements may include window trim, siding at roof gable areas, shutters, belly bands and other details to satisfy the objectives of the WRSP.

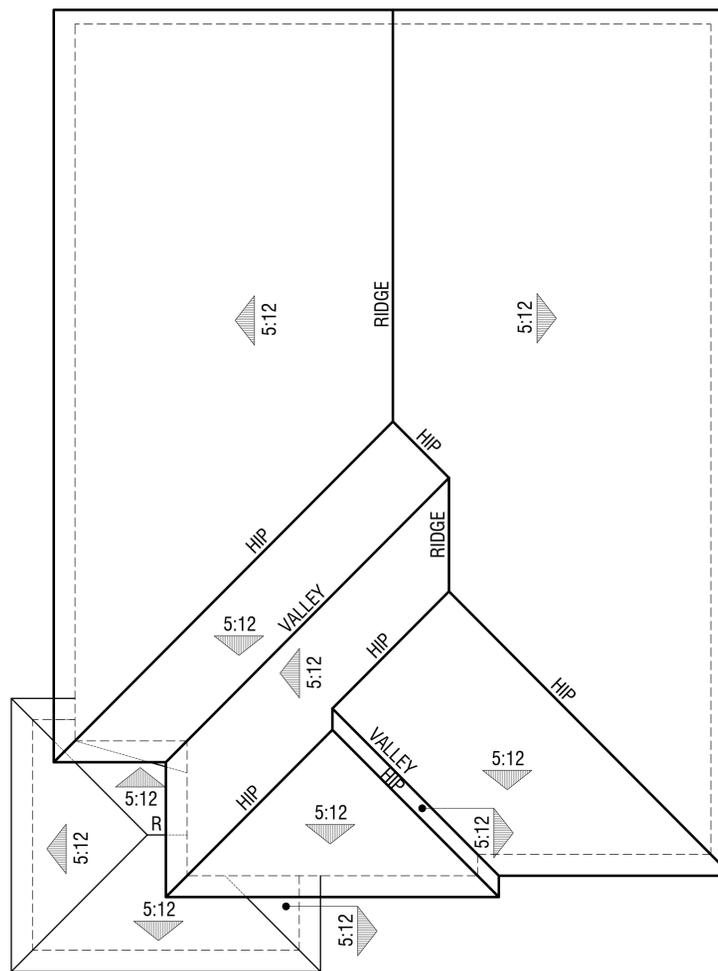


PLAN 1799X

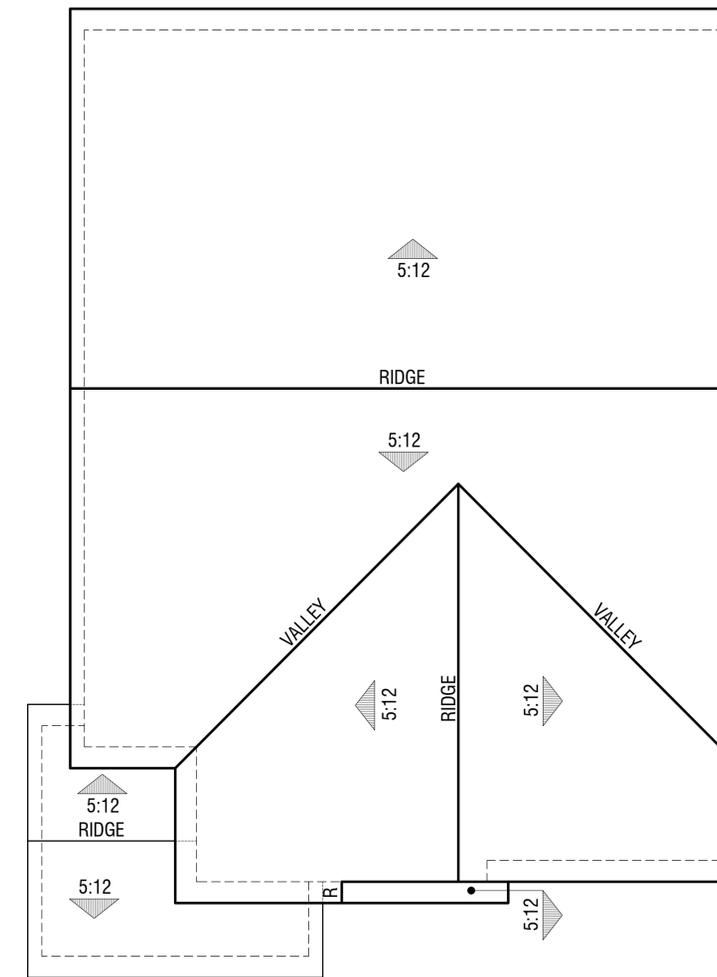
1,824 SF
 4 Bdrm | 2.5 Bath
 2-Car Garage



Elevation C
Farmhouse



Elevation B
Traditional



Elevation A
Ranch

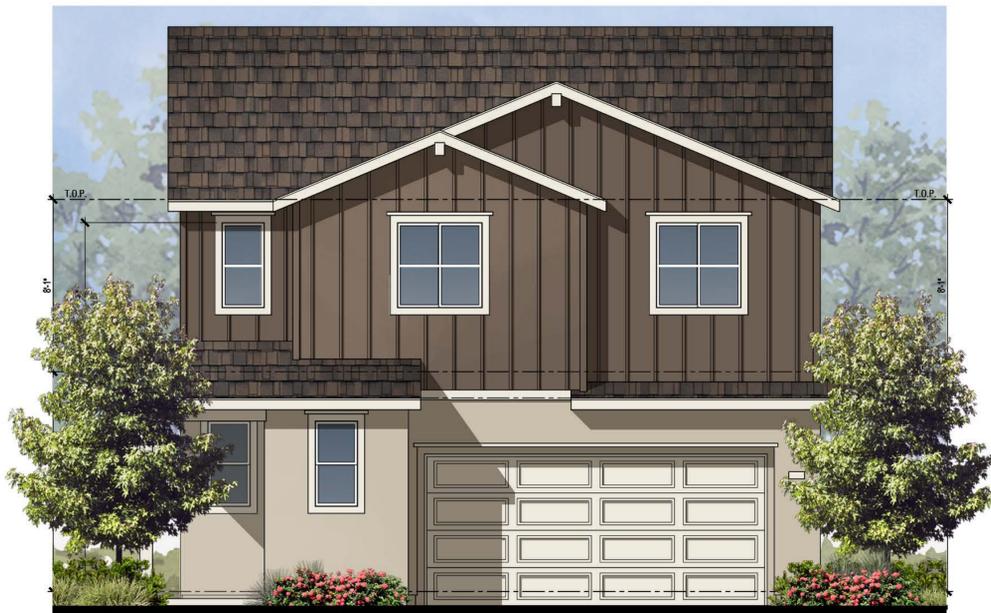
PLAN 1799X

Roof Plans

WATSON RANCH
AMERICAN CANYON, CA



Elevation A
Ranch
Color Scheme 1B



Elevation C
Farmhouse
Color Scheme 6B

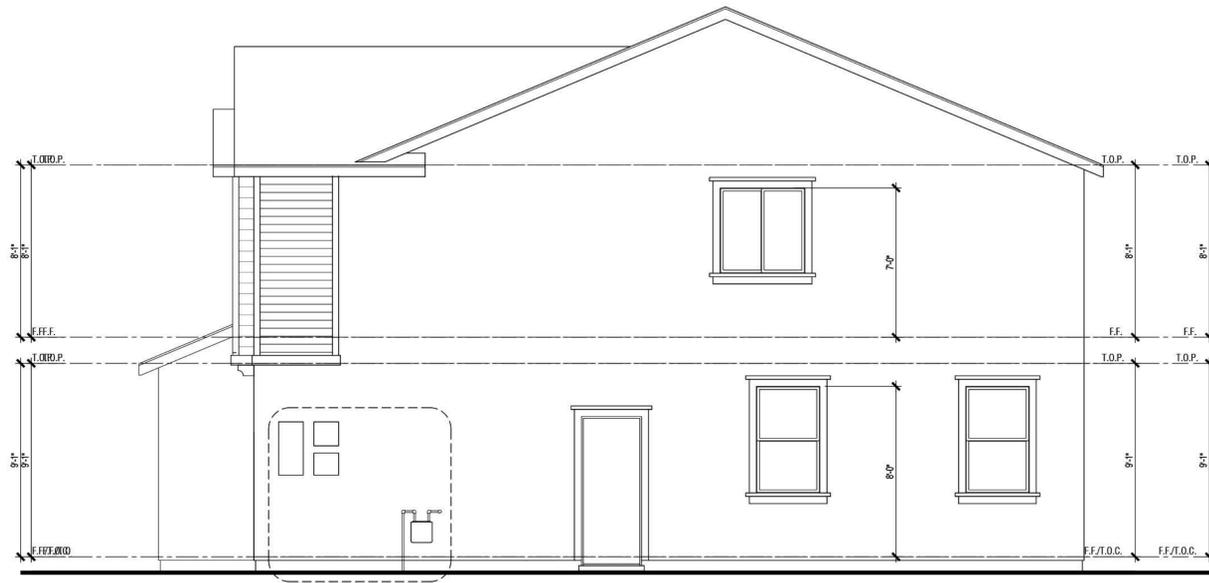


Elevation B
Traditional
Color Scheme 1BC

Note: Artist's conception; colors, materials and application may vary.

PLAN 1799X
Front Elevations

WATSON RANCH
AMERICAN CANYON, CA



Right



Rear



Left



Front

Exterior Materials:

Elevation A - Ranch (Color Scheme 1B)

- 1 Roof: Composition Shingle Roofing
- 2 Stucco: Lightlace Finish
- 3 Lap Siding: Fiber Cement
- 4 Windows: Insulated Vinyl
- 5 Garage Door: Metal Sectional Roll-Up
- 6 Shutters: Decorative Foam
- 7 Entry Door: Fiberglass
- 8 Address Light

PLAN 1799X

Elevation A - Ranch

NOTE: In conformance with Watson Ranch Specific Plan Appendix A – Design Guidelines A.4.2.2 “Publicly Visible Facades” - All side elevations on corner lots and rear elevations facing public streets and open space areas shall include articulation of architectural details and materials to enhance these elevations consistent with the overall architectural style of the homes. Elevation enhancements may include window trim, siding at roof gable areas, shutters, belly bands and other details to satisfy the objectives of the WRSP.



WATSON RANCH
AMERICAN CANYON, CA

A2X.4
0 2 4 8





Right



Rear



Left



Front

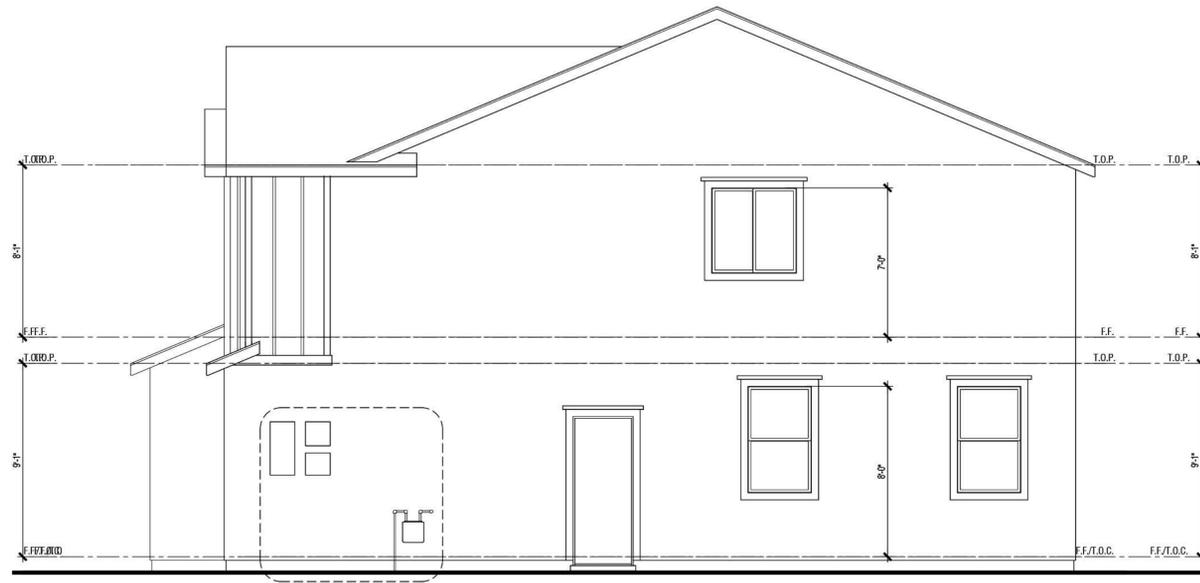
Exterior Materials:

Elevation B - Traditional (Color Scheme 1BC)

- 1 Roof: Composition Shingle Roofing
- 2 Stucco: Lightlace Finish
- 3 Lap Siding: Fiber Cement
- 4 Windows: Insulated Vinyl
- 5 Garage Door: Metal Sectional Roll-Up
- 6 Entry Door: Fiberglass
- 7 Address Light

PLAN 1799X
Elevation B - Traditional

NOTE: In conformance with Watson Ranch Specific Plan Appendix A – Design Guidelines A.4.2.2 “Publicly Visible Facades” - All side elevations on corner lots and rear elevations facing public streets and open space areas shall include articulation of architectural details and materials to enhance these elevations consistent with the overall architectural style of the homes. Elevation enhancements may include window trim, siding at roof gable areas, shutters, belly bands and other details to satisfy the objectives of the WRSP.



Right



Rear



Left



Front

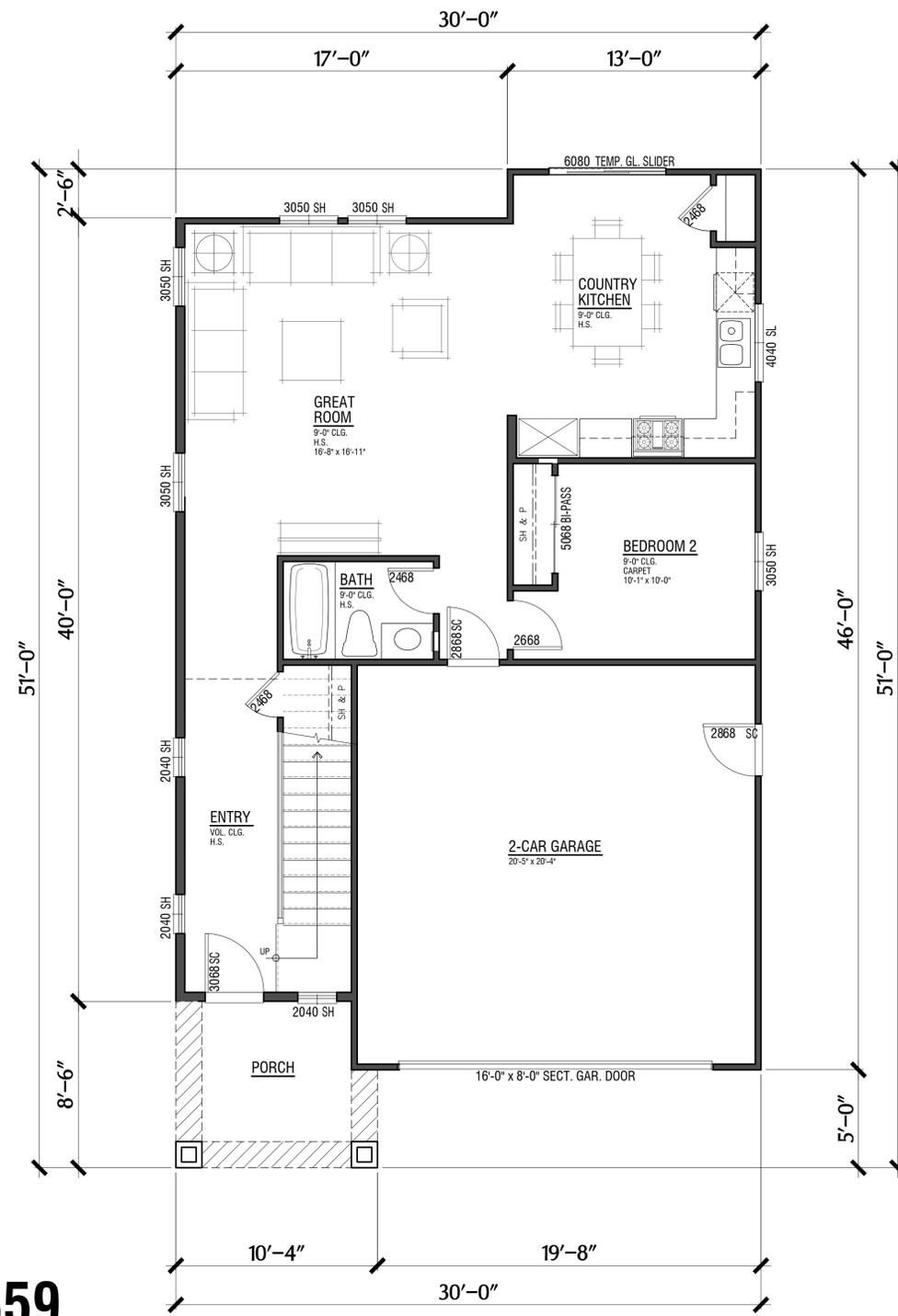
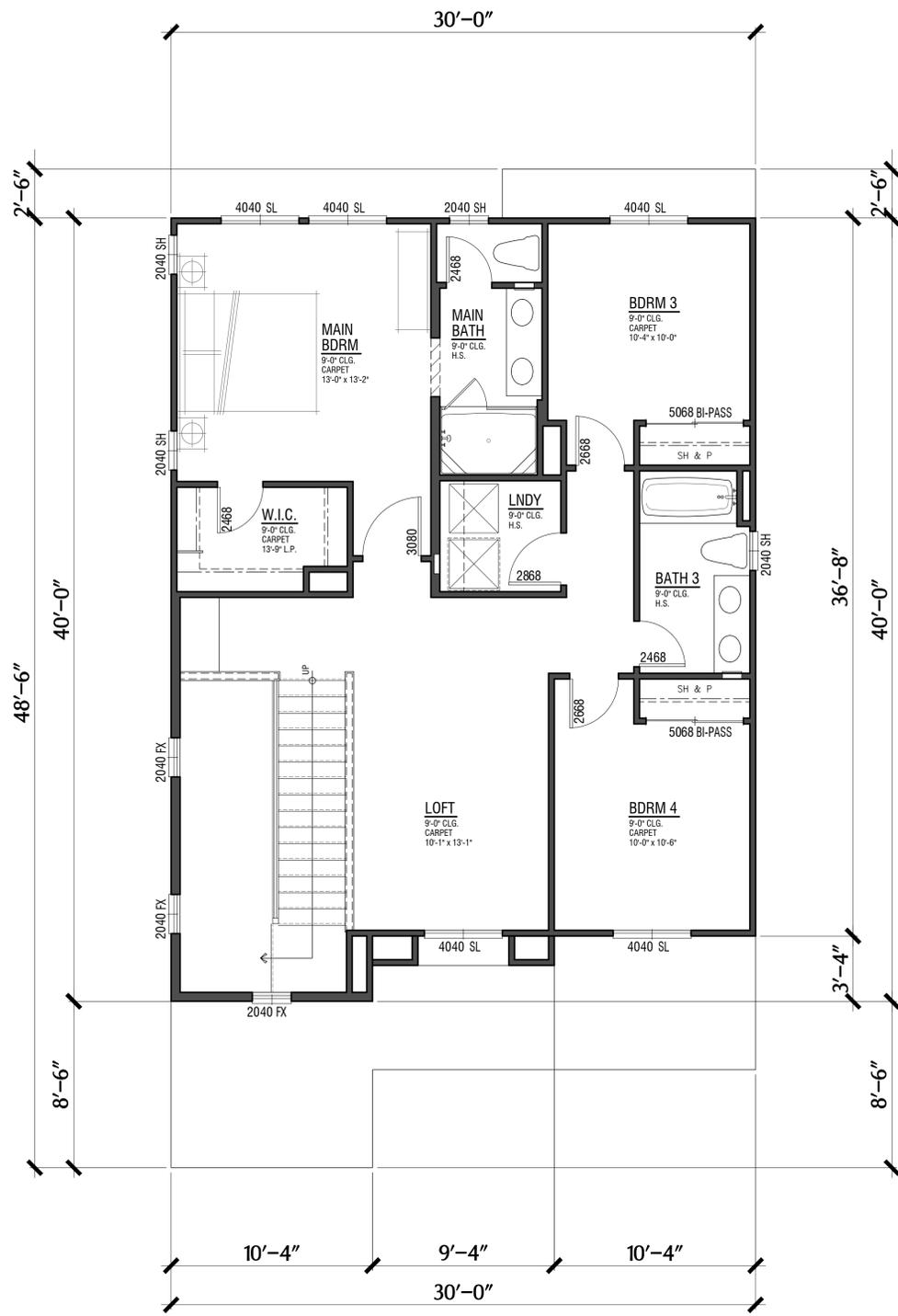
Exterior Materials:

Elevation C - Farmhouse (Color Scheme 6B)

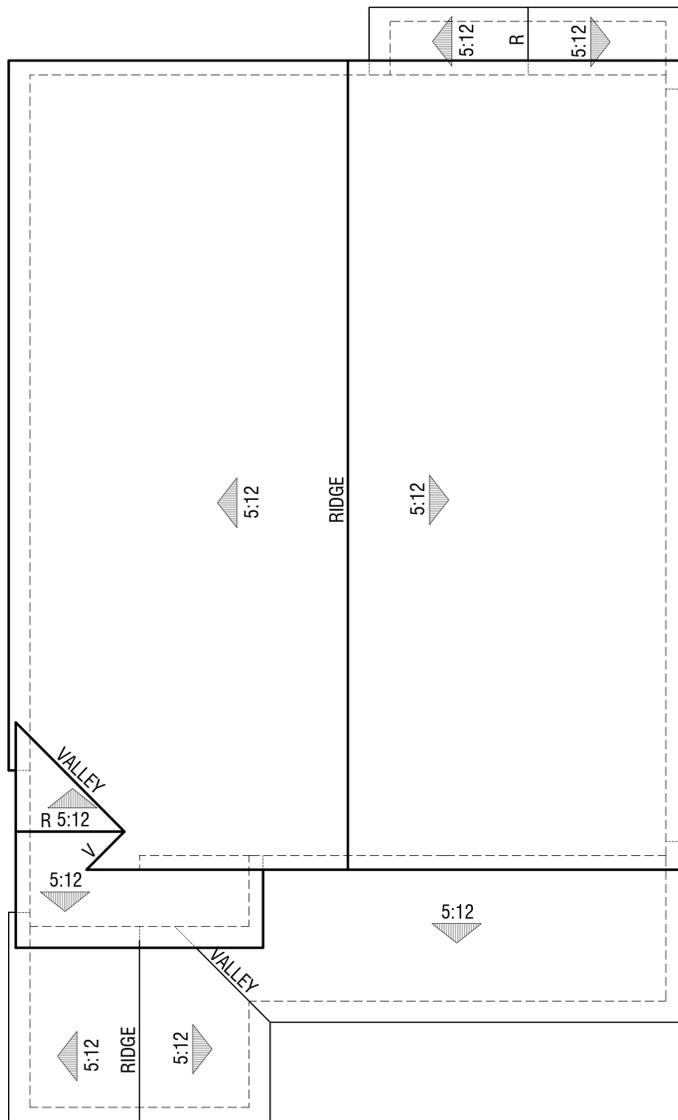
- 1 Roof: Composition Shingle Roofing
- 2 Stucco: Lightlace Finish
- 3 Board and Batten Siding: Fiber Cement
- 4 Windows: Insulated Vinyl
- 5 Garage Door: Metal Sectional Roll-Up
- 6 Entry Door: Fiberglass
- 7 Address Light

PLAN 1799X
Elevation C - Farmhouse

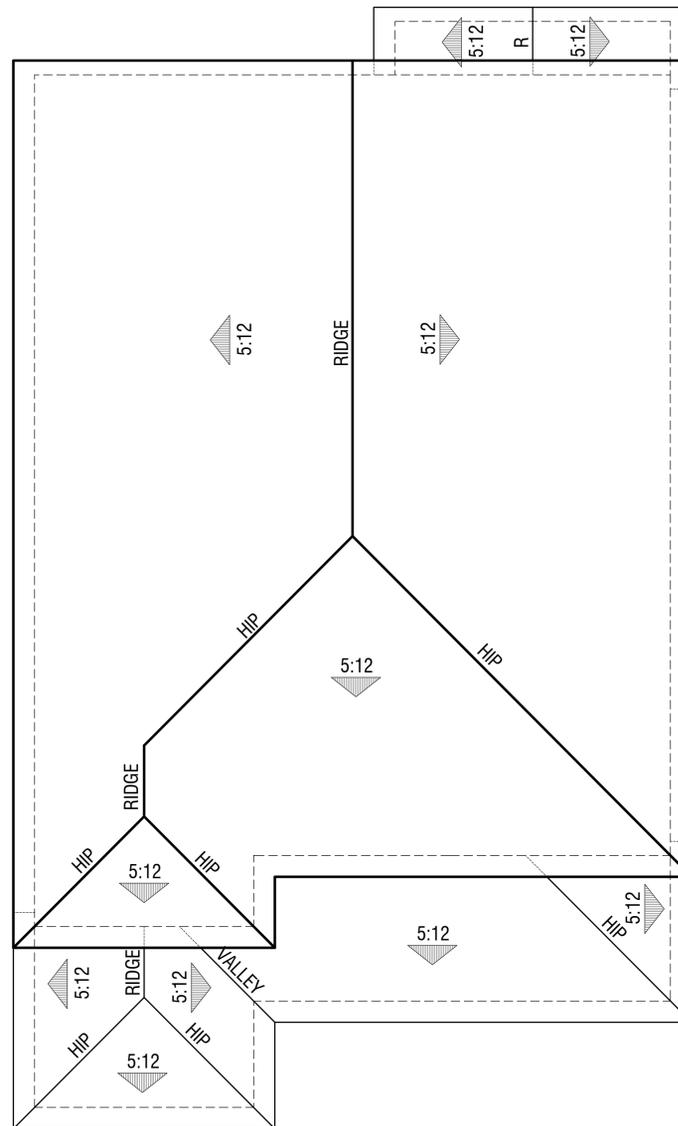
NOTE: In conformance with Watson Ranch Specific Plan Appendix A – Design Guidelines A.4.2.2 “Publicly Visible Facades” - All side elevations on corner lots and rear elevations facing public streets and open space areas shall include articulation of architectural details and materials to enhance these elevations consistent with the overall architectural style of the homes. Elevation enhancements may include window trim, siding at roof gable areas, shutters, belly bands and other details to satisfy the objectives of the WRSP.



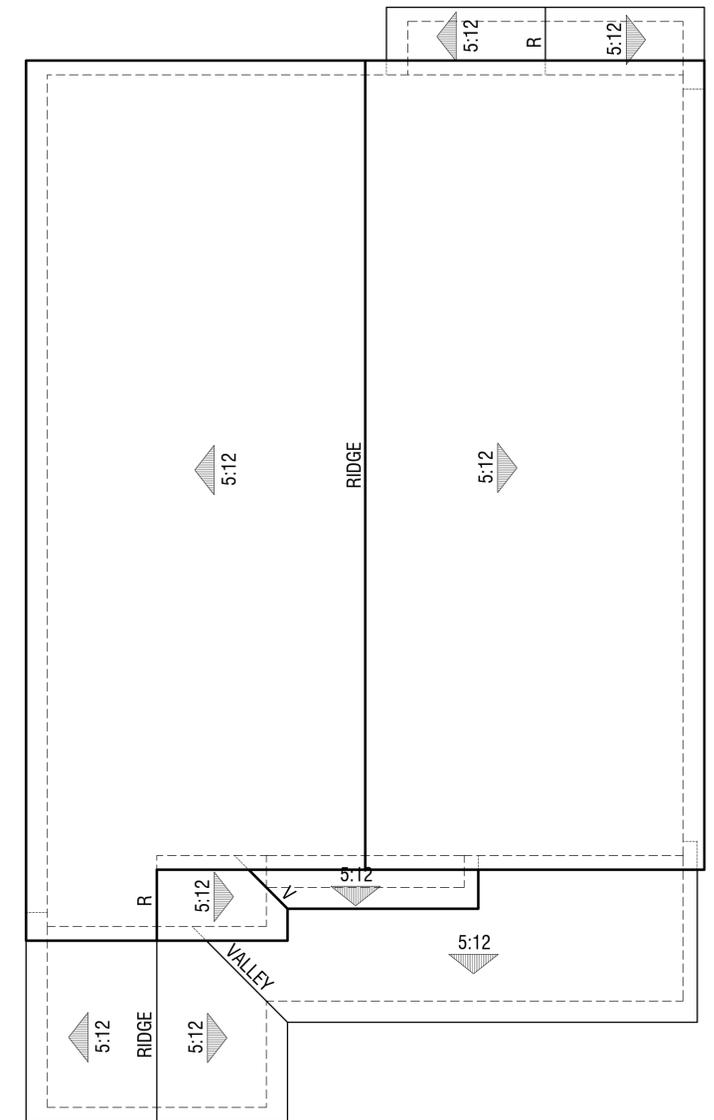
PLAN 1859
 1,859 SF
 4 Bdrm | 3 Bath | Loft
 2-Car Garage



Elevation C
Farmhouse



Elevation B
Traditional



Elevation A
Ranch

PLAN 1859
Roof Plans

WATSON RANCH
AMERICAN CANYON, CA



Elevation A
Ranch
Color Scheme 2BC



Elevation C
Farmhouse
Color Scheme 7B

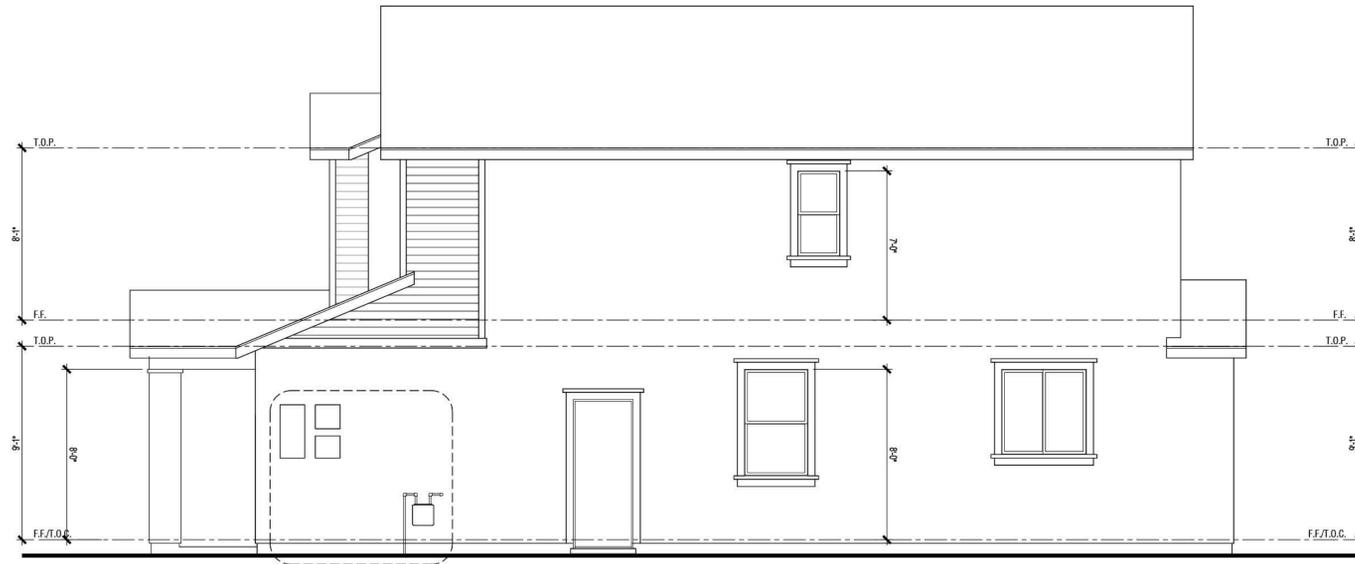


Elevation B
Traditional
Color Scheme 3BC

Note: Artist's conception; colors, materials and application may vary.

PLAN 1859
Front Elevations

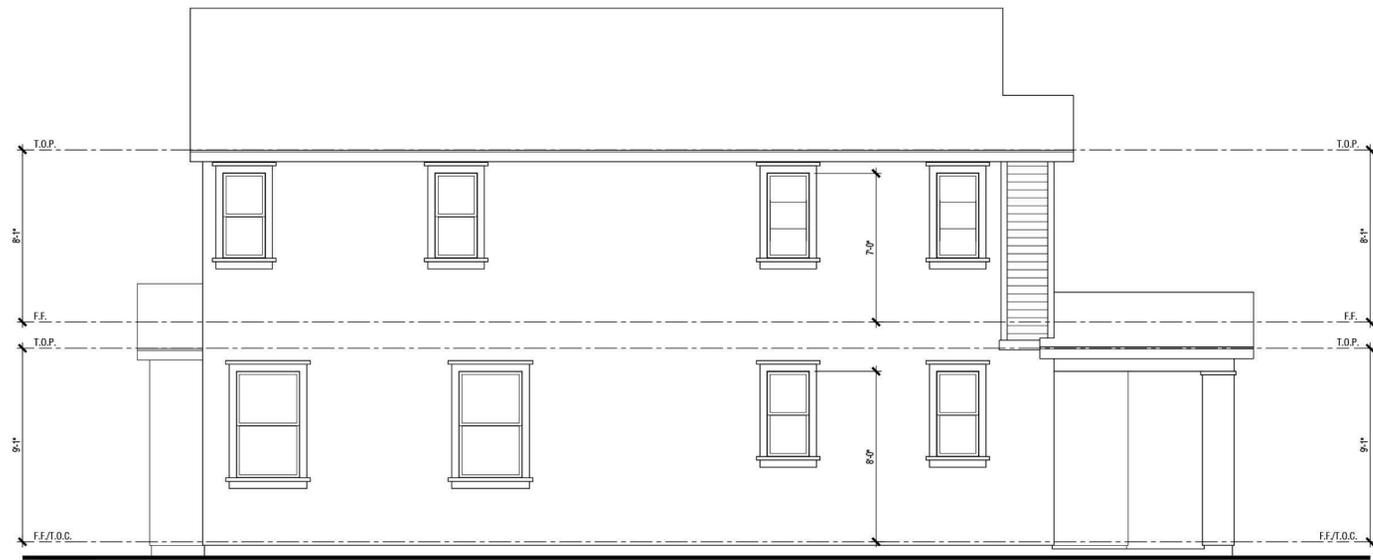
WATSON RANCH
AMERICAN CANYON, CA



Right



Rear



Left



Front

Exterior Materials:

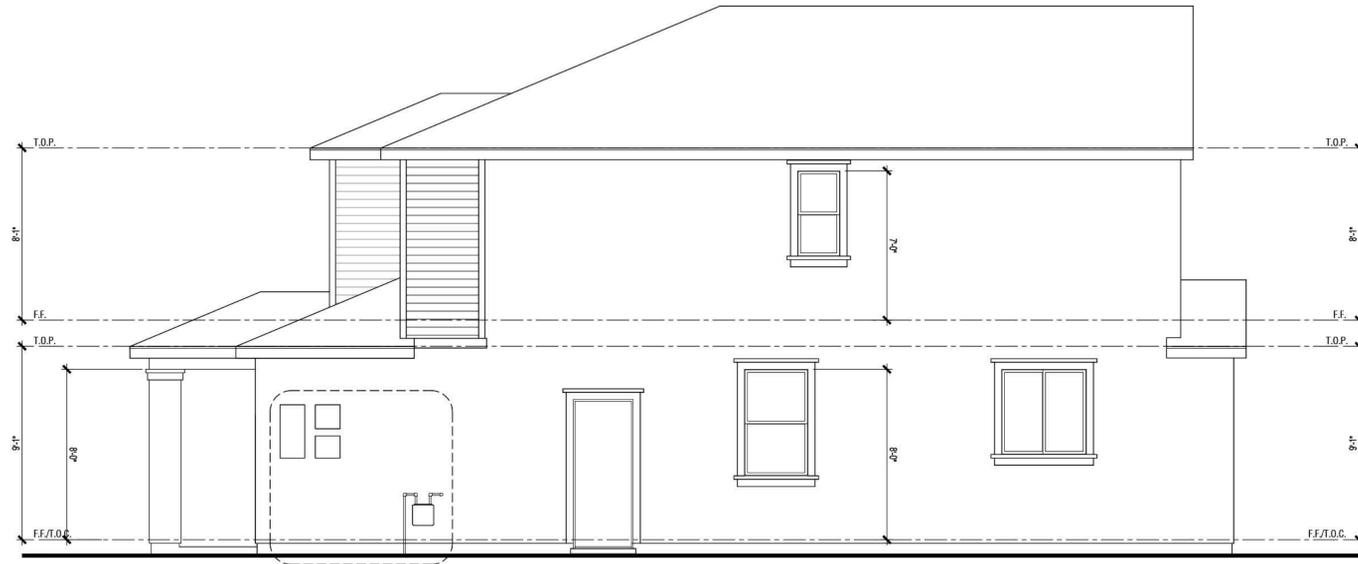
Elevation A - Ranch (Color Scheme 2BC)

- 1 Roof: Composition Shingle Roofing
- 2 Stucco: Lightlace Finish
- 3 Lap Siding: Fiber Cement
- 4 Windows: Insulated Vinyl
- 5 Garage Door: Metal Sectional Roll-Up
- 6 Shutters: Decorative Foam
- 7 Entry Door: Fiberglass
- 8 Address Light

PLAN 1859

Elevation A - Ranch

NOTE: In conformance with Watson Ranch Specific Plan Appendix A – Design Guidelines A.4.2.2 “Publicly Visible Facades” - All side elevations on corner lots and rear elevations facing public streets and open space areas shall include articulation of architectural details and materials to enhance these elevations consistent with the overall architectural style of the homes. Elevation enhancements may include window trim, siding at roof gable areas, shutters, belly bands and other details to satisfy the objectives of the WRSP.



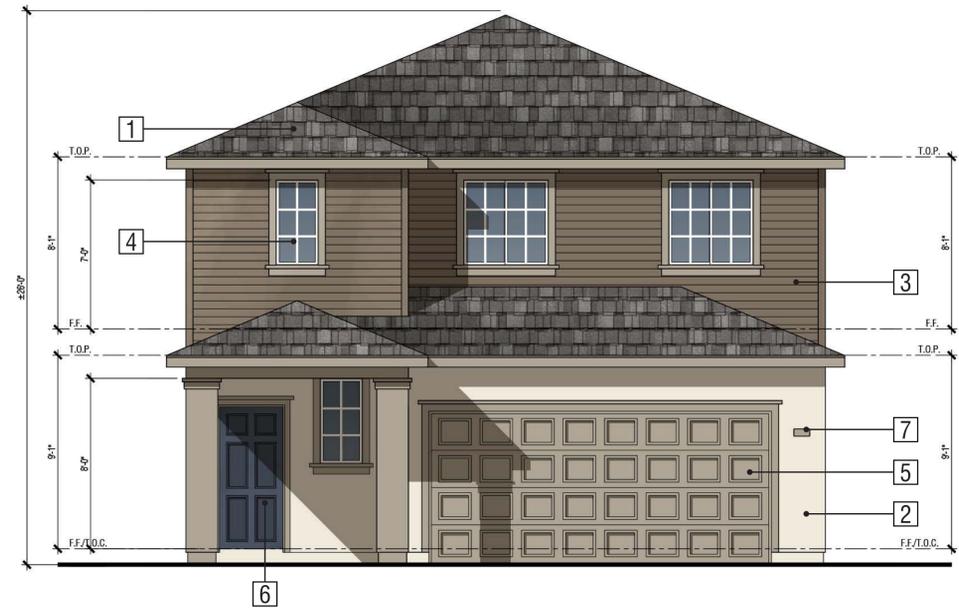
Right



Rear



Left



Front

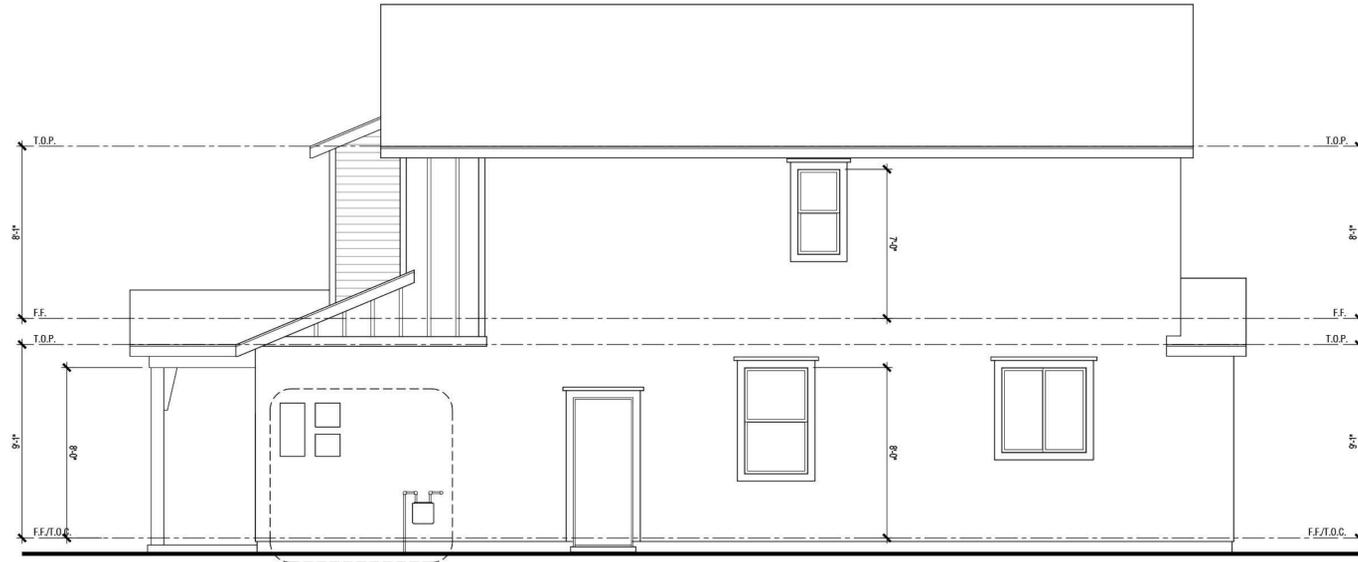
Exterior Materials:

Elevation B - Traditional (Color Scheme 3BC)

- 1 Roof: Composition Shingle Roofing
- 2 Stucco: Lightlace Finish
- 3 Lap Siding: Fiber Cement
- 4 Windows: Insulated Vinyl
- 5 Garage Door: Metal Sectional Roll-Up
- 6 Entry Door: Fiberglass
- 7 Address Light

PLAN 1859
Elevation B - Traditional

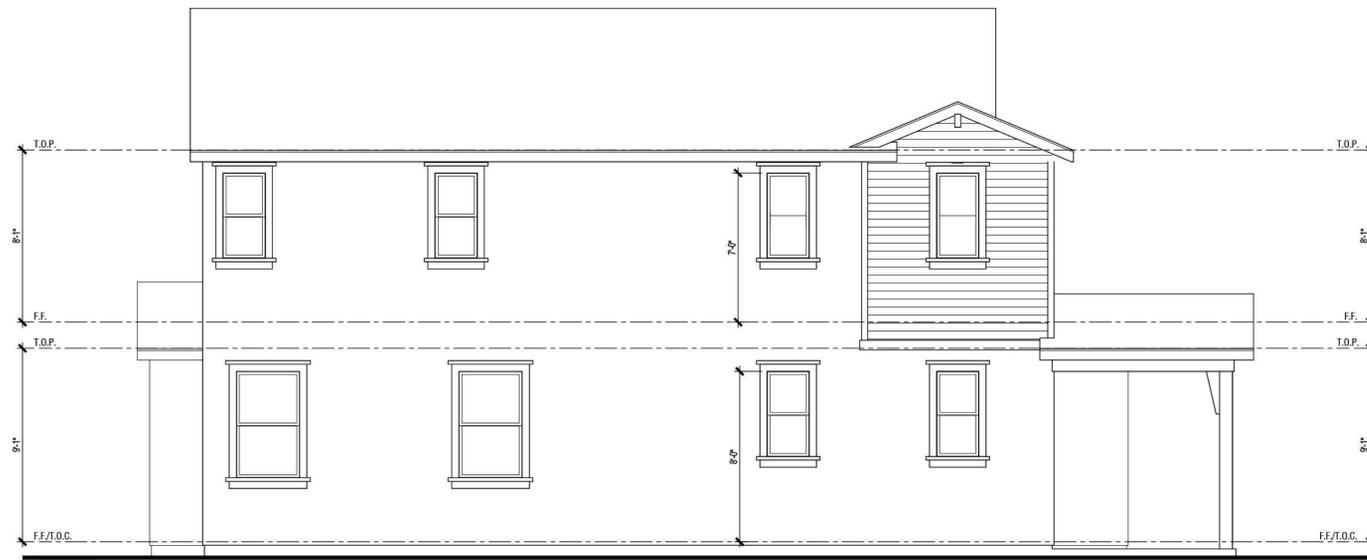
NOTE: In conformance with Watson Ranch Specific Plan Appendix A – Design Guidelines A.4.2.2 “Publicly Visible Facades” - All side elevations on corner lots and rear elevations facing public streets and open space areas shall include articulation of architectural details and materials to enhance these elevations consistent with the overall architectural style of the homes. Elevation enhancements may include window trim, siding at roof gable areas, shutters, belly bands and other details to satisfy the objectives of the WRSP.



Right



Rear



Left



Front

Exterior Materials:

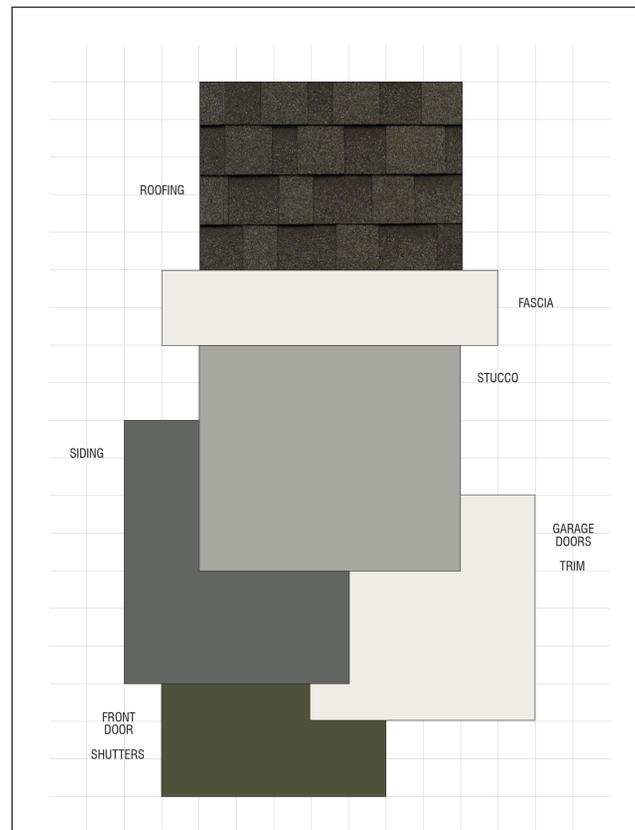
Elevation C - Farmhouse (Color Scheme 7B)

- 1 Roof: Composition Shingle Roofing
- 2 Stucco: Lightlace Finish
- 3 Lap Siding: Fiber Cement
- 4 Board and Batten Siding: Fiber Cement
- 5 Windows: Insulated Vinyl
- 6 Garage Door: Metal Sectional Roll-Up
- 7 Shutters: Decorative Foam
- 8 Entry Door: Fiberglass
- 9 Address Light

PLAN 1859
Elevation C - Farmhouse

NOTE: In conformance with Watson Ranch Specific Plan Appendix A – Design Guidelines A.4.2.2 “Publicly Visible Facades” - All side elevations on corner lots and rear elevations facing public streets and open space areas shall include articulation of architectural details and materials to enhance these elevations consistent with the overall architectural style of the homes. Elevation enhancements may include window trim, siding at roof gable areas, shutters, belly bands and other details to satisfy the objectives of the WRSP.

Color Scheme 1B



WATSON RANCH

American Canyon, California
D.R. HORTON
May 18, 2021 | 2021159
PAGE 1 OF 8

Exterior Color & Materials

SCHEME 1B 'A' ELEVATIONS ONLY, RANCH

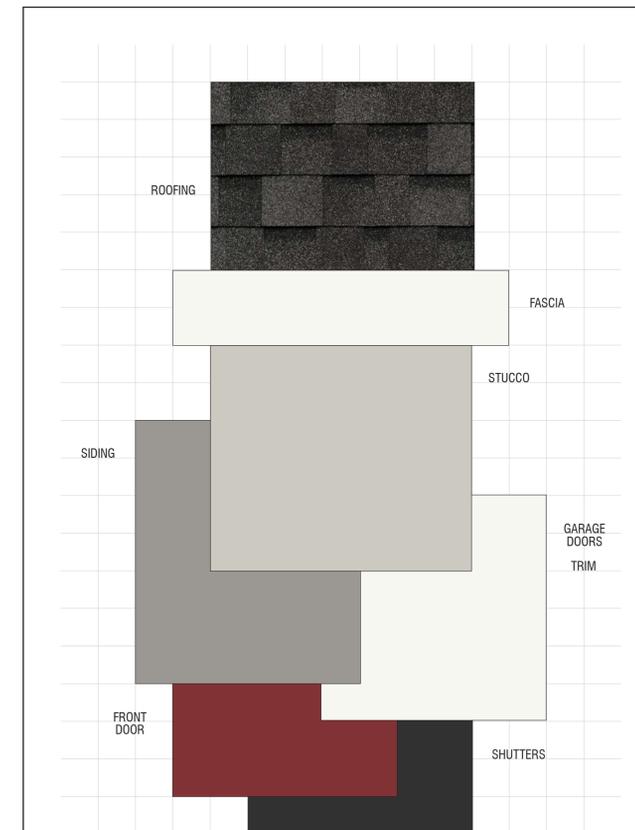
Material	Color	Manufacturer
Roofing: Composition Shingles	Weathered Wood Cambridge Series	IKO
Gutters & Downspouts (factory finish)	Low Gloss White	Custom-Bilt Metals
Stucco (lightface finish)	SW 7066 Gray Matters <small>(low-VOC paint only)</small>	Sherwin Williams
Siding Color (applied to): Corner Boards Lap Siding	SW 7068 Grizzle Gray <small>(low-VOC paint only)</small>	Sherwin Williams
Trim Color (applied to): Fascia Gable Siding Garage Doors Trim	SW 7005 Pure White <small>(low-VOC paint only)</small>	Sherwin Williams
Accent Color (applied to): Front Door Shutters	SW 6181 Secret Garden <small>(low-VOC paint only)</small>	Sherwin Williams
Garage Man Door	Match Stucco Color <small>(low-VOC paint only)</small>	Sherwin Williams

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Cole Ruth (949) 250-0907. © 2021 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.

SCHEME 1B
'A' Elevations Only
Ranch



Color Scheme 2BC



WATSON RANCH

American Canyon, California
D.R. HORTON
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Exterior Color & Materials

SCHEME 2BC 'A' ELEVATIONS ONLY, RANCH

Material	Color	Manufacturer
Roofing: Composition Shingles	Charcoal Grey Cambridge Series	IKO
Gutters & Downspouts (factory finish)	Low Gloss White	Custom-Bilt Metals
Stucco (lightface finish)	SW 7015 Repose Gray <small>(low-VOC paint only)</small>	Sherwin Williams
Siding Color (applied to): Corner Boards Lap Siding	SW 7673 Pewter Cast <small>(low-VOC paint only)</small>	Sherwin Williams
Trim Color (applied to): Fascia Gable Siding Garage Doors Trim	SW 7757 High Reflective White <small>(low-VOC paint only)</small>	Sherwin Williams
Accent Color #1 (applied to): Front Door	SW 7506 Stolen Kiss <small>(low-VOC paint only)</small>	Sherwin Williams
Accent Color #2 (applied to): Shutters	SW 6991 Black Magic <small>(low-VOC paint only)</small>	Sherwin Williams
Garage Man Door	Match Stucco Color <small>(low-VOC paint only)</small>	Sherwin Williams

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Cole Ruth (949) 250-0907. © 2021 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.

SCHEME 2BC
'A' Elevations Only
Ranch



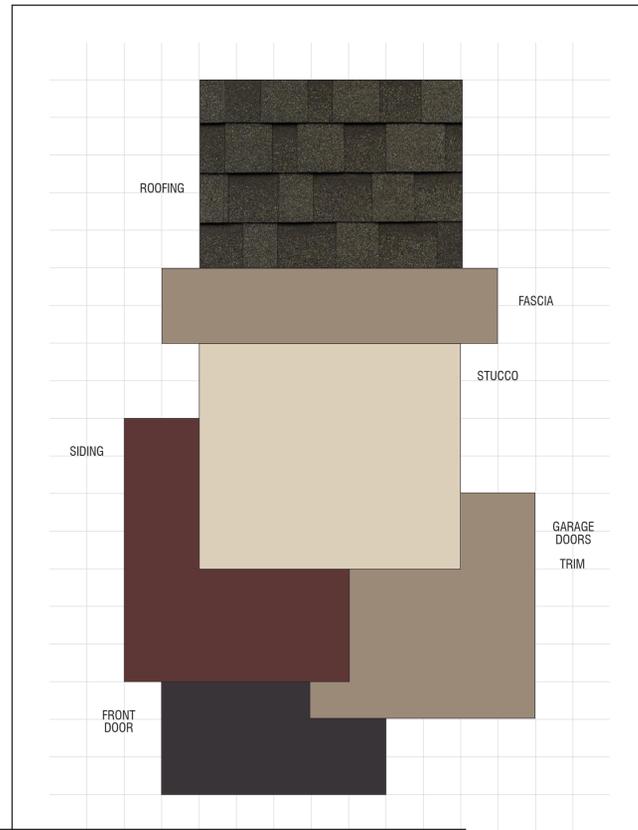
Exterior Color & Materials

Elevation A - Ranch

WATSON RANCH

AMERICAN CANYON, CA

Color Scheme 4B



WATSON RANCH

American Canyon, California
D.R. HORTON
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Exterior Color & Materials

SCHEME 4B 'B' ELEVATIONS ONLY, TRADITIONAL

Material	Color	Manufacturer
Roofing: Composition Shingles	*Weathered Wood Cambridge Series	IKO
Gutters & Downspouts (factory finish)	*Bronze	Custom-Bilt Metals
Stucco (lightface finish)	*SW 7569 Stucco <small>(low-VOC paint only)</small>	Sherwin Williams
Siding Color (applied to): Corner Boards Lap Siding	*SW 7595 Sommelier <small>(low-VOC paint only)</small>	Sherwin Williams
Trim Color (applied to): Fascia Garage Doors Trim	*SW 7508 Tavern Taupe <small>(low-VOC paint only)</small>	Sherwin Williams
Accent Color (applied to): Front Door	*SW 9175 Deep Forest Brown <small>(low-VOC paint only)</small>	Sherwin Williams
Garage Man Door	Match Stucco Color <small>(low-VOC paint only)</small>	Sherwin Williams

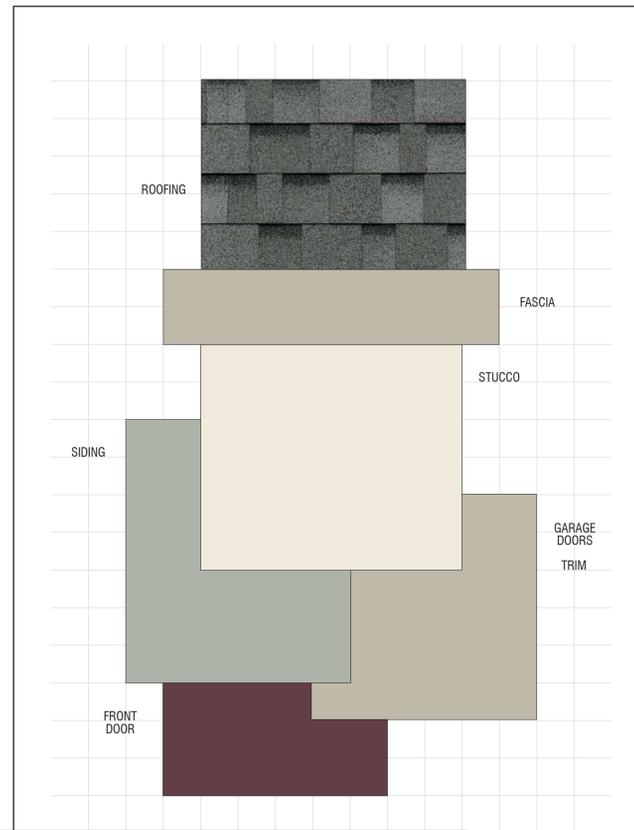
NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Core-Ruth (949) 250-9607.

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SCHEME 4B
'B' Elevations Only
Traditional



Color Scheme 1BC



WATSON RANCH

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Exterior Color & Materials

SCHEME 1BC 'B' ELEVATIONS ONLY, TRADITIONAL

Material	Color	Manufacturer
Roofing: Composition Shingles	Dual Grey Cambridge Series	IKO
Gutters & Downspouts (factory finish)	*Bronze	Custom-Bilt Metals
Stucco (lightface finish)	*SW 0050 Classic Light Bluff <small>(low-VOC paint only)</small>	Sherwin Williams
Siding Color (applied to): Corner Boards Lap Siding	*SW 6206 Oyster Bay <small>(low-VOC paint only)</small>	Sherwin Williams
Trim Color (applied to): Fascia Garage Doors Trim	*SW 6170 Techno Gray <small>(low-VOC paint only)</small>	Sherwin Williams
Accent Color (applied to): Front Door	*SW 0072 Deep Maroon <small>(low-VOC paint only)</small>	Sherwin Williams
Garage Man Door	Match Stucco Color <small>(low-VOC paint only)</small>	Sherwin Williams

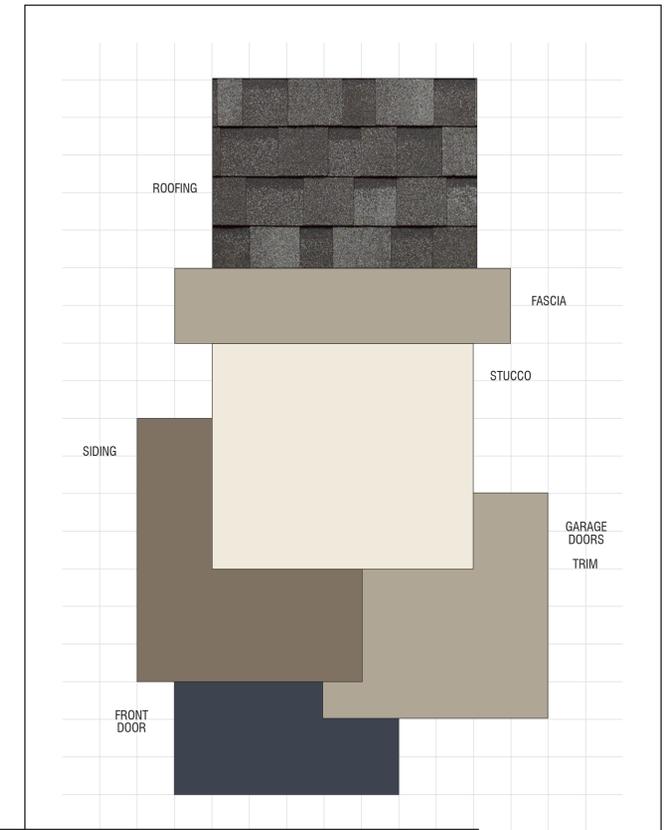
NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Core-Ruth (949) 250-9607.

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SCHEME 1BC
'B' Elevations Only
Traditional



Color Scheme 3BC



WATSON RANCH

American Canyon, California
D.R. HORTON
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Exterior Color & Materials

SCHEME 3BC 'B' ELEVATIONS ONLY, TRADITIONAL

Material	Color	Manufacturer
Roofing: Composition Shingles	Harvest Slate Cambridge Series	IKO
Gutters & Downspouts (factory finish)	*Bronze	Custom-Bilt Metals
Stucco (lightface finish)	*SW 6385 Dover White <small>(low-VOC paint only)</small>	Sherwin Williams
Siding Color (applied to): Corner Boards Lap Siding	*SW 0038 Library Pewter <small>(low-VOC paint only)</small>	Sherwin Williams
Trim Color (applied to): Fascia Garage Doors Trim	*SW 7052 Gray Area <small>(low-VOC paint only)</small>	Sherwin Williams
Accent Color (applied to): Front Door	*SW 2739 Charcoal Blue <small>(low-VOC paint only)</small>	Sherwin Williams
Garage Man Door	Match Stucco Color <small>(low-VOC paint only)</small>	Sherwin Williams

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Core-Ruth (949) 250-9607.

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SCHEME 3BC
'B' Elevations Only
Traditional

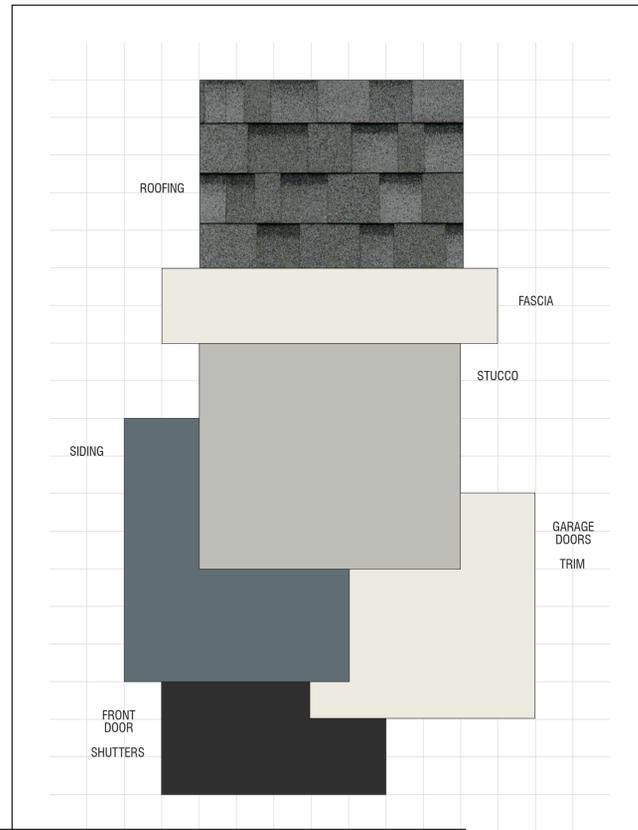


Exterior Color & Materials

Elevation B - Traditional

WATSON RANCH
AMERICAN CANYON, CA

Color Scheme 3B



WATSON RANCH

American Canyon, California
D.R. HORTON
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Exterior Color & Materials

SCHEME 3B 'C' ELEVATIONS ONLY, FARMHOUSE

Material	Color	Manufacturer
Roofing: Composition Shingles	Dual Grey Cambridge Series	IKO
Gutters & Downspouts (factory finish)	*Low Gloss White	Custom-Bilt Metals
Stucco (lightface finish)	*SW 7065 Argos <small>(low-VOC paint only)</small>	Sherwin Williams
Siding Color (applied to): Board & Battens Corner Boards Lap Siding	*SW 7624 State Tile <small>(low-VOC paint only)</small>	Sherwin Williams
Trim Color (applied to): Fascia Gable Siding Garage Doors Trim	*SW 7008 Atabaster <small>(low-VOC paint only)</small>	Sherwin Williams
Accent Color (applied to): Front Door Shutters	SW 6258 Tricorn Black <small>(low-VOC paint only)</small>	Sherwin Williams
Garage Man Door	Match Stucco Color <small>(low-VOC paint only)</small>	Sherwin Williams

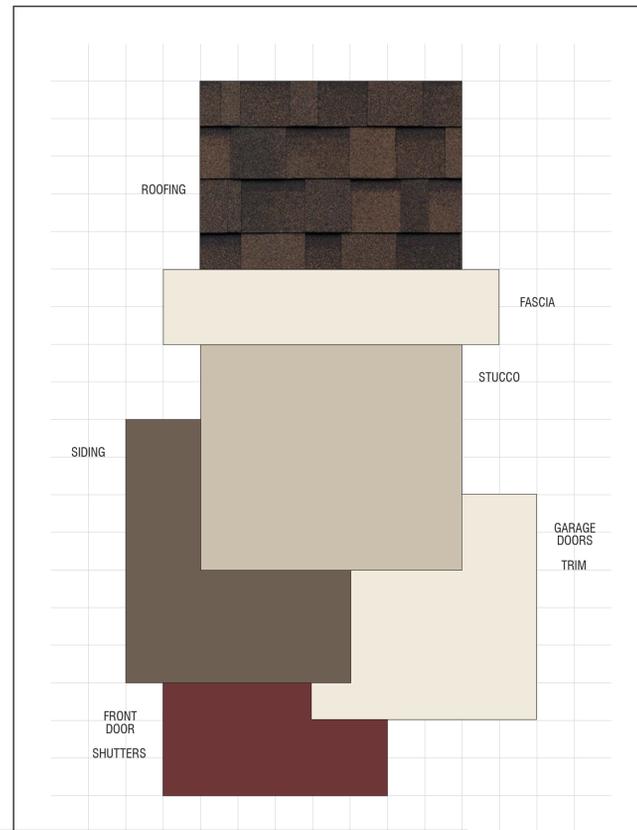
NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Core Rath (949) 250-0607. © 2021 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.

SCHEME 3B

'C' Elevations Only
Farmhouse



Color Scheme 6B



WATSON RANCH

American Canyon, California
D.R. HORTON
May 18, 2021 | 2021159
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Exterior Color & Materials

SCHEME 6B 'C' ELEVATIONS ONLY, FARMHOUSE

Material	Color	Manufacturer
Roofing: Composition Shingles	Dual Brown Cambridge Series	IKO
Gutters & Downspouts (factory finish)	Low Gloss White	Custom-Bilt Metals
Stucco (lightface finish)	*SW 7542 Naturel <small>(low-VOC paint only)</small>	Sherwin Williams
Siding Color (applied to): Board & Battens Corner Boards Lap Siding	*SW 7515 Homestead Brown <small>(low-VOC paint only)</small>	Sherwin Williams
Trim Color (applied to): Fascia Gable Siding Garage Doors Trim	SW 6385 Dover White <small>(low-VOC paint only)</small>	Sherwin Williams
Accent Color (applied to): Front Door Shutters	*SW 7584 Red Theatre <small>(low-VOC paint only)</small>	Sherwin Williams
Garage Man Door	Match Stucco Color <small>(low-VOC paint only)</small>	Sherwin Williams

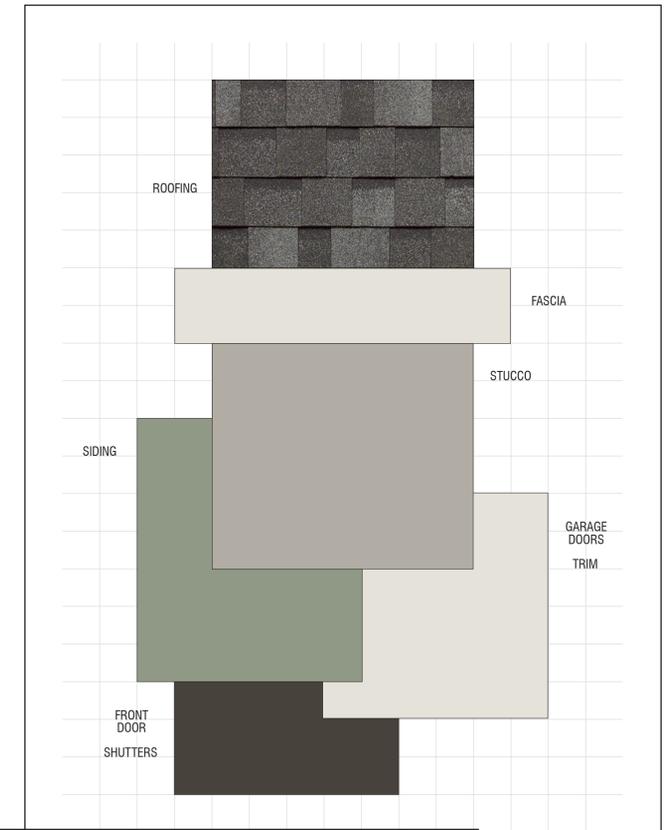
NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Core Rath (949) 250-0607. © 2021 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.

SCHEME 6B

'C' Elevations Only
Farmhouse



Color Scheme 7B



WATSON RANCH

American Canyon, California
D.R. HORTON
May 18, 2021 | 2021159
PAGE 8 OF 8

Exterior Color & Materials

SCHEME 7B 'C' ELEVATIONS ONLY, FARMHOUSE

Material	Color	Manufacturer
Roofing: Composition Shingles	*Harvest Slate Cambridge Series	IKO
Gutters & Downspouts (factory finish)	Low Gloss White	Custom-Bilt Metals
Stucco (lightface finish)	*SW 7643 Pussywillow <small>(low-VOC paint only)</small>	Sherwin Williams
Siding Color (applied to): Board & Battens Corner Boards Lap Siding	*SW 9129 Jade Dragon <small>(low-VOC paint only)</small>	Sherwin Williams
Trim Color (applied to): Fascia Gable Siding Garage Doors Trim	*SW 7636 Origami White <small>(low-VOC paint only)</small>	Sherwin Williams
Accent Color (applied to): Front Door Shutters	*SW 7675 Sealskin <small>(low-VOC paint only)</small>	Sherwin Williams
Garage Man Door	Match Stucco Color <small>(low-VOC paint only)</small>	Sherwin Williams

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Core Rath (949) 250-0607. © 2021 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.

SCHEME 7B

'C' Elevations Only
Farmhouse



Exterior Color & Materials

Elevation C - Farmhouse

WATSON RANCH

AMERICAN CANYON, CA



TITLE

Oat Hill Multifamily Residential Project - Zone Change Ordinance Second Reading and Project Entitlements

RECOMMENDATION

1. Waive second reading, read by title only, and adopt an [Ordinance](#) to rezone Oat Hill Parcel A from Light Industrial with a Specialty Commercial (LI:CS) overlay and Estate Residential (RE) to High Density Residential (APN 058-380-008 and portion of 058-320-001), (File No. PL20-0024);
2. Waive second reading, read by title only, and adopt an [Ordinance](#) to rezone Oat Hill Parcel B from Estate Density Residential to Medium Density Residential (RM); (portion of APN 058-320-001), (File No. PL20-0026);
3. Adopt a [Resolution](#) to approve a Design Permit for 206 multifamily residential units on a 13.6-acre Oat Hill Parcel A; (APN 058-380-008 and portion of 058-320-001), (File No. PL20-0022);
4. Adopt a [Resolution](#) to approve a Design Permit Map for 85 multifamily residential units on a 7.2-acre Oat Hill Parcel B; (portion of APN 058-320-001); (File No. PL20-0023);
5. Adopt a [Resolution](#) to approve a Tentative Subdivision Map for 206 condominium multifamily residential units on a 13.6-acre Oat Hill Parcel A; (APN 058-380-008 and portion of 058-320-001), (File No. PL20-0025); and
6. Adopt a [Resolution](#) to approve a Tentative Subdivision Map for 85 condominium multifamily residential units on a 7.2-acre Oat Hill Parcel B; (portion of APN 058-320-001); (File No. PL20-0027).

CONTACT

William He, AICP, Associate Planner
William D. Ross, City Attorney

BACKGROUND & ANALYSIS

The Oat Hill Multifamily Project consists of 291 multifamily residential units on 20.08 acres on the east slope of Oat Hill between Hess Road and the western terminus of Napa Junction Road. Uses adjacent to the site include:

- North: Light Industrial; winery and a vacant parcel
- South: Residential Estate; vacant
- East: Medium Density Residential; single-family homes

- West: Light Industrial; vacant parcel

The site topography is characterized by two generally flat terraces connected by a steep hillside, with elevations ranging approximately 80 to 265 feet above mean sea level. Parcel A (the Upper Parcel) and Parcel B (the Lower Parcel) are separated by a steep landscaped hillside. An emergency vehicle access (EVA) road will connect Parcels A and B. A map depicting the site location and surrounding uses is included as [Attachment 15](#).

On March 3, 2021, the Open Space Advisory Committee reviewed the Project for consistency with public access requirements in the Parks Master Plan. On March 25, 2021, the Planning Commission reviewed the Project Entitlements and unanimously recommended City Council approval.

On September 7, 2021, the City Council introduced first reading to amend American Canyon Municipal Code to rezone “Oat Hill Parcel A” from Light Industrial with a Specialty Commercial (LI:CS) overlay and Estate Residential (RE) to High Density Residential (File No. PL20-0024); and introduced first reading to rezone “Oat Hill Parcel B” from Estate Density Residential to Medium Density Residential (RM); (File No. PL20-0026). A copy of the “Oat Hill Parcel A” rezoning Ordinance is included as [Attachment 1](#). A copy of the “Oat Hill Parcel B” rezoning Ordinance is included as [Attachment 2](#).

Design Permit

Approval of the Oat Hill Multifamily Project site plan requires a Design Permit for Parcel A and Parcel B. A Design Permit, as described in the Zoning Code Chapter 19.41, is intended to accomplish the following purposes:

- Promote site planning and architectural excellence, consistent with general plan design policies;
- Encourage harmonious building and site appearance;
- Ensure proposed uses are compatible with the surrounding area; and
- Create a stable and desirable environmental character.

The architecture of the Parcel A and B multifamily buildings is characterized as “Modern Farmhouse.” A representative graphic depicting the building architecture is included as [Attachment 16](#). A graphic depicting the proposed Parcel A and B site plans with landscaping is included as [Attachment 17](#). A “Before” and “After” Photo-simulation view of Parcel A and B development from the Napa Junction/Broadway intersection is included as [Attachment 18](#).

Parcel A (the upper parcel) consists of 206 multifamily residential units in 13 3-story buildings and a recreation building with leasing office. The density is 15.1 dwelling units per acre with 52 one-bedroom units, 108 two-bedroom units, and 46 three-bedroom units. The site will include 451 parking spaces and approximately 2.2-acres of landscaping, 1.2-acres of common open space, and 3.2-acres of hillside slope area.

A Resolution to approve the Parcel A Design Permit is included as [Attachment 3](#). Parcel A Design Permit Plans are included as [Attachment 4](#). The Landscape Plans are included as [Attachment 5](#). The Architecture Plans are included as [Attachment 6](#).

Parcel B (the lower parcel) consists of 85 multifamily residential units in five 3-story buildings and a recreation building with leasing office. The density is 11.8 dwelling units per acre with 20 one-bedroom units, 45 two-bedroom units, and 20 three-bedroom units. The site will include 183 parking spaces and 1.1-acres of landscaping, 0.63-acres of common space, and 5.9-acres of landscaped hillside slope.

A Resolution to approve the Parcel B Design Permit is included as [Attachment 7](#). The Design Permit Plans are included as [Attachment 8](#). The Landscape Plans are included as [Attachment 9](#). The Architecture Plans are included as [Attachment 10](#).

Tentative Subdivision Maps

In California, a subdivision map is required whenever land is proposed to be divided for sale. The applicant intends to potentially sell the multifamily units as condominiums, so the proposed entitlements include a Tentative Subdivision Map to subdivide Parcel A and Parcel B into condominium lots. A Resolution to approve the Parcel A Tentative Subdivision Map is included as [Attachment 11](#). Exhibit A depicting the Parcel A Tentative Subdivision Map is included as [Attachment 12](#).

A Resolution to approve the Parcel B Tentative Subdivision Map is included as [Attachment 13](#). Exhibit A depicting the Parcel B Tentative Subdivision Map is included as [Attachment 14](#).

Key Project Features

A. Affordable Housing

In accordance to Municipal Code Chapter 19.28, new multifamily developments that exceed five units are subject to inclusionary housing. The Code requires housing developments provide 15% of the units as affordable units, at 5% very-low, 5% low-income, and 5% moderate income housing. For the Oat Hill project's proposed 291 units, 44 inclusionary units are required (14 very-low, 14 low-income, and 15 moderate income housing).

Many housing advocates suggest that constructing inclusionary (affordable) housing along with the market rate housing is ideal because the affordable housing is built within the same short-term timeframe as the market-rate housing. On the other hand, State Law recognizes that market-rate housing is costly to build. Because inclusionary housing requires a subsidy to be affordable to lower income residents, it can be more costly than market-rate housing. In some cases, on-site inclusionary housing could worsen the ongoing housing shortage because it may make the Project too expensive to build and cause the financing to be infeasible. Thus, State Law requires cities to be flexible in the way it imposes inclusionary housing requirements.

Consistent with State Law, the City's Inclusionary Housing Ordinance provides the City Council flexibility to consider on-site inclusionary housing alternatives. To have a valid request, the applicant must provide substantial evidence that on-site inclusionary units would make the project financially infeasible.

The applicant submitted a financial study prepared by Economic & Planning Systems, Inc. (EPS) that provides substantial evidence that requiring a 44 inclusionary housing unit requirement would make the project financially infeasible. As an alternative, the applicant proposes to pay the City's Affordable Housing Nexus In-Lieu Fee. The In-Lieu Fee would be set-aside in an Affordable Housing Impact fund to leverage a housing developer's funding sources to construct affordable housing at an alternative location in the City.

The Oat Hill Multifamily Residential Affordable Housing Nexus In-Lieu Fee is \$3.82 per square foot which equals approximately \$991,000 for the entire project. This In-Lieu Fee equals \$22,523 for each of the 44 inclusionary units that would not be required on-site. A copy of the EPS Inclusionary Housing financial study is included as [Attachment 19](#).

B. Napa Junction Road

Primary access to Parcels A and B is proposed by constructing a gap in Napa Junction Road between Theresa Avenue and Hess Drive. The preliminary Napa Junction Road design includes two travel lanes, two Class 2 (on-street) bike lanes, sidewalks, and a single parking lane.

Construction of this roadway is contemplated in the General Plan Circulation Element and would provide a more direct vehicle, pedestrian and bicycle route to the Oat Hill Project Site from SR 29 and other areas of the City. This road segment is also a part of the "Alternative 3B" Westside Connector route under consideration with the updated General Plan Circulation Element. An illustration of the proposed roadway segment is included as [Attachment 20](#).

In accordance with standard practice, the applicant would be entitled to reimbursement for a portion of the roadway cost that exceeds their "fair share." With concurrence of the City Attorney's Office, calculating and awarding roadway infrastructure reimbursement is a routine function of the City Engineer.

C. Oat Hill Views and Public Access Trail

For many years, the City considered views from Oat Hill to be an important public resource. In 1994, the General Plan designated Oat Hill with a Specialty Commercial overlay that highlights the unique views from Oat Hill. According to the General Plan Land Use Policy 1.17.3, [The City shall] Require that development be sited and designed to emphasize the unique character of its setting and intended functions (e.g., maintenance of viewsheds) and convey a high level of quality in accordance with Policies 1.18.1 to 1.18.4. Additionally, in accordance to APMC Section 19.19.030(B)(3), projects using the specialty commercial overlay zoning that require approval of a

design permit shall incorporate into the site plan a public pedestrian easement to the site with potential connections to adjacent properties that provides access to the site's unique views.

Under the Specialty Commercial zoning, projects must incorporate a public pedestrian easement that provides access to the site's unique views. The easement should be designed with the potential to connect onto adjacent properties to provide complete access around the top of Oat Hill (see APMC Section 19.19.030(B)(3)).

The Parcel B application is lower in elevation and the views are not significant. The Parcel A site, being higher on Oat Hill than Parcel B, offers the best views. To comply with the City's longstanding goal to provide access to the site's unique views, the applicant incorporated a public access trail along with bench amenities at 6 locations on a public view path. The proposed trail begins at Napa Junction Road, wraps around the outer edge at the east side of the Parcel A pad (the view side) and ends at the southwest corner of the project.

At the September 7, 2021 City Council meeting, Barry Christian noted the southwest trail terminates short of the western property line. Given the goal to accomplish a trail that encircles all of Oat Hill, Mr. Christian suggested extending the trail easement to the western property line. Extending the trail easement would avoid a trail gap if there is a view trail constructed on the adjacent property to the west. Staff added a condition of approval that requires the public view trail to be recorded with an extension to the adjacent property. An illustration of the proposed public access trail and views is included as [Attachment 21](#).

D. Federal Aviation Authority Review

As discussed in the September 7, 2021 Council report, the Federal Aviation Administration (FAA) prepared a technical aircraft obstruction analysis of the Parcel A Oat Hill multifamily buildings consistent with the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77.

This aeronautical study determined the buildings would have no substantial adverse effect on the safe and efficient utilization of navigable airspace by aircraft or operation of air navigation facilities provided they are marked/lighted in accordance with FAA Advisory circular 70/7460-1 M, Obstruction Marking and Lighting, red lights-Chapters 4,5(Red), & 15. Because Parcel B is much lower in elevation than Parcel A, there is no FAA height issue associated with the proposed development on Parcel B.

A condition of approval has been included in the Parcel A Design Permit and Subdivision Map Resolution that requires the multifamily buildings be marked/lighted in accordance with the FAA requirements. (See Attachments 4 and 11).

E. Napa Airport Land Use Compatibility Plan

As discussed in the September 7, 2021 Council report, Oat Hill is located within the boundaries of

Zone D and E of the Napa Airport Land Use Compatibility Plan (ALUCP). According to the ALUCP, properties within Zone D and E are required to record an Avigation Easement. An Avigation Easement informs the property owner that airplanes may fly over the property. Specifically, the Avigation Easement includes the following features:

- a. Right-of-flight at any altitude above an easement surface elevation, established based on either Part 77 of the Federal Aviation Regulations or FAA Terminal Instrument Procedures Standards (TERPS), whichever is controlling (glide slope in approach is the controlling factor).
- b. Right to cause noise, vibration, fumes, dust, and fuel particle emissions.
- c. Right to prevent erection or growth of all objects above the easement surface.
- d. Right to prohibit creation of electrical interference, unusual light sources, and other hazards to aircraft flight.

The Avigation Easement would be recorded on Parcel A and B prior to issuance of the first building permit or the recordation of the final map, whichever occurs first. A condition of approval in the Parcel A and B Design Permits and Tentative Subdivision Maps includes a requirement for the Avigation Easement. (See Attachments 4, 7, 11, and 13).

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

Not applicable.

ENVIRONMENTAL REVIEW

The Oat Hill Multifamily Residential Project entitlements were evaluated in the Oat Hill Mitigated Negative Declaration (SCH#2021020107) and Mitigation and Monitoring Report approved September 7, 2021 (Resolution 2021-61). There are no new substantial environmental conditions or impacts that would require a change to the adopted Mitigation and Monitoring Report. Therefore, no further environmental review is required.

ATTACHMENTS:

1. [Ordinance - Oat Hill Parcel A Zone Change](#)
2. [Ordinance - Oat Hill Parcel B Zone Change](#)
3. [Resolution - Oat Hill Parcel A - Design Permit](#)
4. [Exhibit A - Parcel A Design Permit Plans](#)
5. [Exhibit B - Parcel A Landscape](#)
6. [Exhibit C - Parcel A Architecture](#)
7. [Resolution - Oat Hill Parcel B Design Permit](#)
8. [Exhibit A - Parcel B Design Permit Plans](#)
9. [Exhibit B - Parcel B Landscape Plans](#)

10. Exhibit C - Parcel B Architecture
11. Resolution - Oat Hill Parcel A Tent Map
12. Exhibit A - Parcel A Tentative Map Plans
13. Resolution - Oat Hill Parcel B Tent Map
14. Exhibit A - Parcel B Tentative Map Plans
15. Vicinity Map
16. Apartment Architecture
17. Parcel A and B Site Plan
18. Oat Hill Multifamily Photosimulation
19. Inclusionary Housing In-Lieu Study 02.09.21
20. Napa Junction Road Extension
21. Oat Hill View Graphic

ORDINANCE NO. 2021-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON, CALIFORNIA, APPROVING A CHANGE TO THE ZONING MAP (AMERICAN CANYON MUNICIPAL CODE CHAPTER 19.03) TO DESIGNATE A VACANT 13.6-ACRE PARCEL ON THE EAST SIDE OF OAT HILL SOUTH OF NAPA JUNCTION ROAD PARCEL A FROM LIGHT INDUSTRIAL WITH SPECIALTY COMMERCIAL OVERLAY (LI:CS) AND ESTATE RESIDENTIAL (RE) TO HIGH DENSITY RESIDENTIAL (RH-1), ASSESSOR'S PARCEL NUMBER 058-380-008 (FILE NO. PL20-0024)

WHEREAS, pursuant to Section 65300 of the State Planning and Zoning Law, the City of American Canyon (City) 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, the American Canyon Municipal Code (ACMC) Chapter 19.03 contains the official Zoning Map for the City of American Canyon; and

WHEREAS, on August 14, 2020, Oat Hill Properties, II, LLC (Rick Hess) submitted a General Plan Amendment and Zone Change application to allow 206 dwelling units on approximately 13.6 acres on the east side of Oat Hill south of Napa Junction Road (APN 058-380-008 and portion of 058-320-001) (File No. PL20-0024); and

WHEREAS, on August 14, 2020, RH Hess Development Company submitted a Tentative Subdivision Map to create 206 dwelling units on 13.6 acres located at Oat Hill (Parcel A) with access from Napa Junction Road, (APN 058-380-008 and portion of 058-320-001) (File No. PL20-0025); and

WHEREAS, an application was filed by RH Hess Development for a Lot Line Adjustment (File No. PL20-0039) to convert the two parcels APN 058-380-008 and 058-320-001 from 11.3-acres and 9.5-acres to 13.6-acres and 7.2-acres, respectively; and

WHEREAS, there is a critical shortage of residential housing for all levels of affordability in California; and

WHEREAS, the State of California Department of Housing and Community Development (HCD) and the Association of Bay Area Governments (ABAG) will soon commence the process to establish regional housing needs allocations (RHNA) for the greater San Francisco Bay Area; and

WHEREAS, in light of the State's housing shortage, HCD and ABAG is expected to increase significantly the obligation of the City of American Canyon ("City") to plan for additional housing within its municipal boundaries; and

WHEREAS, on January 21, 2020, the City Council declared residential uses are the best use of the Rick Hess property on Oat Hill (Resolution 2020-06); and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), a Mitigated Negative Declaration (MND) report was prepared for the Oat Hill Multifamily Project, which included the proposed Zone Change application, having analyzed the actions contemplated by the MND and includes required mitigation measures and a Mitigation Monitoring and Reporting Program (MMRP); and

WHEREAS, on March 25, 2021, the City of American Canyon Planning Commission conducted a duly-noticed public hearing and unanimously recommends City Council approval of the Parcel A Zone Change (Resolution 2021-06); and

WHEREAS, on September 7, 2021, the City of American Canyon City Council approved the Oat Hill Multifamily Project MND and adopted the Mitigation Monitoring Program (Resolution 2021-61); and

WHEREAS, on September 7, 2021, the City of American Canyon City Council approved a Resolution to Overrule the Napa County Airport Land Use Commission (Resolution 2021-62); and

WHEREAS, on September 7, 2021, the City of American Canyon City Council approved the Parcel A General Plan Amendment (Resolution 2021-63); and

WHEREAS, on September 7, 2021, the City of American Canyon City Council conducted a duly-noticed public hearing on the subject application, at which time all those in attendance were given the opportunity to speak on this proposal and to submit comments.

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

SECTION 1. The City Council of the City of American Canyon, having considered all the evidence, including any submitted by member of the public, approves a Zone Change amendment to ACMC Chapter 19.03 for Oat Hill Parcel A from Light Industrial with a Specialty Commercial Overlay (LI:CS) and Residential Estate (RE) to High Density Residential (RH-1), (APN 058-380-008 and portion of 058-320-001) (File No. PL20-0024) as depicted in Exhibit A attached hereto.

SECTION 2. FINDINGS. Based on the following evidence and as required by Zoning Ordinance Section 19.48.040 C, the City Council finds that:

a. The amendment is consistent with the goals and policies of the general plan.

Because there is a critical shortage of residential housing for all levels of affordability in California, the Oat Hill Multi-Family Residential project will help provide needed housing. Replacement of Light Industrial with a Specialty Commercial Overlay (LI:CS) zoning with High Density Residential (RH-1) zoning is in keeping with the following General Plan Goals that promote additional housing in American Canyon:

- *Goal 2A: "Provide sufficient residential land with adequate infrastructure to accommodate the City's fair share of projected growth, and to facilitate mobility within the ownership and rental markets."*
- *Goal 2B: "Provide a range of housing types within the community to accommodate a variety of incomes and lifestyles, and to enable residents to remain in American Canyon throughout their lives."*
- *Goal 2E: "Address the housing needs of all economic segments of the existing and future community, including the City's fair share of the regional housing need." The applicant proposes to address housing affordable to lower income residents by providing in-lieu impact fees, pursuant to the Inclusionary Housing Ordinance (ACMC Chapter 19.28).*

The project satisfies the following Land Use Element policies:

- *Goal 1E: “Ensure the development of residential neighborhoods that provide a range of housing opportunities to meet the physical, economic, and social needs of the population, are designed to exhibit a high quality and character, contain appropriate supporting services, and reflect their environmental setting.” The design permit application associated with this property ensures that the development will exhibit a high quality and character. The project reflects its environmental setting by providing public access to locally-important views across the project site.*
- *Policy 1.27.2: “Review all applications for new development, expansion of existing uses, and re-use within Napa County Airport Compatibility Zones “A” through “E” for compliance with the appropriate use and development conditions.” A portion of Parcel A is located in Napa County Airport Compatibility Zone “D”. Zone D restricts development to industrial or other non-residential uses. As noted in the Napa County Airport Terminal Area Redevelopment IS/MND, substantial evidence exists to conclude the 65 decibel (dB) Community Noise Equivalent Level (CNEL) boundary (also known as the “Noise Annoyance Zone” or “Zone ‘D’”) is contained entirely within the Airport property under existing and future conditions. Thus, as noted in the Oat Hill Multi-family Project MND, the project is not located within the regular flight-path/overflight for normal airport operations, nor would the project result in buildings that would obstruct established flight paths. Development within the project site would not conflict with Napa County Airport noise contours or any of the “three established sources of guidance on safety compatibility” for Zone D.*

- b. The amendment is consistent with the purposes of this title, as set forth in Chapter 19.01, Authority, Purposes and Effects of the Zoning Ordinance.

The amendment is consistent with the purpose of the Zoning Ordinance to protect and promote the public health, safety, peace, comfort, convenience, aesthetics, prosperity, and general welfare as the project represents a logical extension of residential uses within the adjacent Broadway District Specific Plan. The amendment also meets design and development guidelines and standards of the General Plan.

SECTION 3. Community Development Department. The Community Development Director is directed to provide a written report to the City Council at least ten (10) days prior to the expiration of this ordinance, describing the study conducted of the local conditions that led to the adoption of this ordinance.

SECTION 4. Effective Date. This ordinance shall become effective immediately upon the date of its adoption pursuant to Government Code section 65858.

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. Compliance with California Environmental Quality Act. The City of American Canyon prepared an Initial Study Checklist and Mitigated Negative Declaration in accordance with the California Environmental Quality Act (CEQA). The basis for a Mitigated Negative Declaration (MND) is the finding that the proposed project will not have a significant effect on the environment because mitigation measures that reduce the impacts to less than significant are part of the project conditions. The MND includes

mitigation measures for Biological Resources, Cultural Resources, Geology/Soils, Hazards and Hazardous Materials, Hydrology/Water Quality, Noise, Transportation/Traffic, and Utilities.

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.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of American Canyon, State of California, held on the 7th day of September, 2021 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of American Canyon, State of California, held on the 21st day of September, 2021, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Leon Garcia, Mayor
APPROVED AS TO FORM:

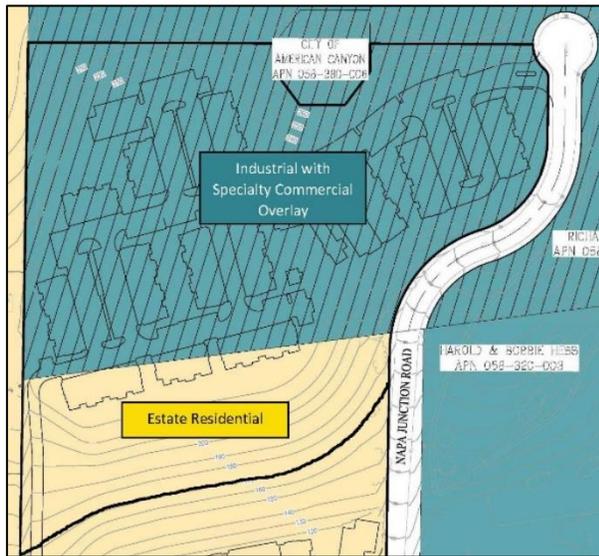
Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

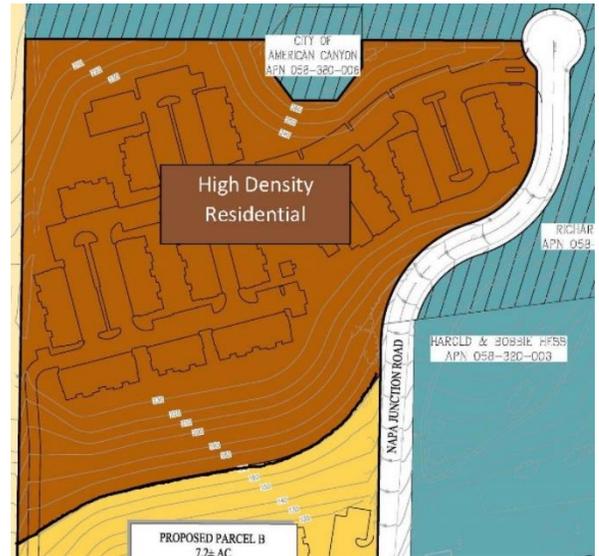
EXHIBIT A
Parcel A Zoning Map Amendment

EXHIBIT A
Parcel A Zoning Map Amendment
(PL20-0024)

Existing Zoning Parcel A



Proposed Zoning Parcel A



ATTACHMENT 2

ORDINANCE NO. 2021-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON, CALIFORNIA, APPROVING A CHANGE TO THE ZONING MAP (AMERICAN CANYON MUNICIPAL CODE CHAPTER 19.03 ZONING MAP) TO DESIGNATE A VACANT 7.2-ACRE PARCEL ON THE EAST SIDE OF OAT HILL SOUTH OF NAPA JUNCTION ROAD (PARCEL B) FROM ESTATE RESIDENTIAL (RE) TO MEDIUM DENSITY RESIDENTIAL (RM), ASSESSOR'S PARCEL NUMBER 058-320-001 (FILE NO. PL20-0026)

WHEREAS, pursuant to Section 65300 of the State Planning and Zoning Law, the City of American Canyon (City) 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, the American Canyon Municipal Code (ACMC) Chapter 19.03 contains the official Zoning Map for the City of American Canyon; and

WHEREAS, on August 14, 2020, RH Hess Development Company submitted a General Plan Amendment and Zone Change application to allow 85 dwelling units on approximately 7.2 acres on the east side of Oat Hill south of Napa Junction Road APN 058-320-001 (File No. PL20-0026); and

WHEREAS, on August 14, 2020, RH Hess Development Company submitted a Tentative Subdivision Map to create 85 dwelling units on 7.2 acres located at Oat Hill with access from Napa Junction Road, Assessor's Parcel Number 058-320-001 (File No. PL20-0027); and

WHEREAS, on November 2, 2021, RH Hess Development submitted a Lot Line Adjustment (File No. PL20-0039) to convert the two parcels APN 058-380-008 and 058-320-001 from 11.3-acres and 9.5-acres to 13.6-acres and 7.2-acres, respectively; and

WHEREAS, there is a critical shortage of residential housing for all levels of affordability in California; and

WHEREAS, the State of California Department of Housing and Community Development (HCD) and the Association of Bay Area Governments (ABAG) will soon commence the process to establish regional housing needs allocations (RHNA) for the greater San Francisco Bay Area; and

WHEREAS, in light of the State's housing shortage, HCD and ABAG is expected to increase significantly the obligation of the City of American Canyon ("City") to plan for additional housing within its municipal boundaries; and

WHEREAS, on January 21, 2020, the City Council declared residential uses are the best use of the Rick Hess property on Oat Hill (Resolution 2020-06); and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), a Mitigated Negative Declaration (MND) report was prepared for the Oat Hill Multifamily Project, which includes the proposed Zone Change application, having analyzed the actions contemplated by the MND and includes required mitigation measures and a Mitigation Monitoring and Reporting Program (MMRP); and

WHEREAS, on March 25, 2021, the City of American Canyon Planning Commission conducted a duly-noticed public hearing and unanimously recommends City Council approval of the Parcel B Zone Change (Resolution 2021-10); and

WHEREAS, on September 7, 2021, the City of American Canyon City Council approved the Oat Hill Multifamily Project MND and adopted the Mitigation Monitoring Program (Resolution 2021-61); and

WHEREAS, on September 7, 2021, the City of American Canyon City Council approved a Resolution to Overrule the Napa County Airport Land Use Commission (Resolution 2021-62); and

WHEREAS, on September 7, 2021, the City of American Canyon City Council approved the Parcel B General Plan Amendment (Resolution 2021-64); and

WHEREAS, on September 7, 2021, the City of American Canyon City Council conducted a duly-noticed public hearing on the subject application, at which time all those in attendance were given the opportunity to speak on this proposal and to submit comments.

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

SECTION 1. The City Council of the City of American Canyon, having considered all the evidence, including any submitted by member of the public, approves a Zone Change amendment to ACMC Chapter 19.03 for Oat Hill Multi-Family Project (Parcel B) from Estate Residential (RE) to Medium Density Residential (RM) (PL20-0026) as depicted in Exhibit A and attached hereto.

SECTION 2. FINDINGS. Based on the following evidence and as required by Zoning Ordinance Section 19.48.040 C, the City Council finds that:

a. The amendment is consistent with the goals and policies of the general plan.

Because there is a critical shortage of residential housing for all levels of affordability in California, the Oat Hill Multi-Family Residential project will help provide needed housing. Replacement of Estate Residential (RE) to Medium Density Residential (RM) zoning is in keeping with the following General Plan Goals that promote additional housing in American Canyon:

- *Goal 2A: "Provide sufficient residential land with adequate infrastructure to accommodate the City's fair share of projected growth, and to facilitate mobility within the ownership and rental markets."*
- *Goal 2B: "Provide a range of housing types within the community to accommodate a variety of incomes and lifestyles, and to enable residents to remain in American Canyon throughout their lives."*
- *Goal 2E: "Address the housing needs of all economic segments of the existing and future community, including the City's fair share of the regional housing need." The applicant proposes to address housing affordable to lower income residents by providing in-lieu impact fees, pursuant to the Inclusionary Housing Ordinance (ACMC Chapter 19.28).*

The project satisfies the following Land Use Element policies:

- *Goal 1E: "Ensure the development of residential neighborhoods that provide a range of housing opportunities to meet the physical, economic, and social needs of the population, are designed to exhibit a high quality and character, contain appropriate supporting*

services, and reflect their environmental setting.” The design permit application associated with this property ensures that the development will exhibit a high quality and character. The project reflects its environmental setting by providing public access to locally-important views across the project site.

- *Policy 1.27.2: “Review all applications for new development, expansion of existing uses, and re-use within Napa County Airport Compatibility Zones “A” through “E” for compliance with the appropriate use and development conditions.” A portion of Parcel A is located in Napa County Airport Compatibility Zone “D”. Zone D restricts development to industrial or other non-residential uses. As noted in the Napa County Airport Terminal Area Redevelopment IS/MND, substantial evidence exists to conclude the 65 decibel (dB) Community Noise Equivalent Level (CNEL) boundary (also known as the “Noise Annoyance Zone” or “Zone ‘D’”) is contained entirely within the Airport property under existing and future conditions. Thus, as noted in the Oat Hill Multi-family Project MND, the project is not located within the regular flight-path/overflight for normal airport operations, nor would the project result in buildings that would obstruct established flight paths. Development within the project site would not conflict with Napa County Airport noise contours or any of the “three established sources of guidance on safety compatibility” for Zone D.*

- b. The amendment is consistent with the purposes of this title, as set forth in Chapter 19.01, Authority, Purposes and Effects of the Zoning Ordinance.

The amendment is consistent with the purpose of the Zoning Ordinance to protect and promote the public health, safety, peace, comfort, convenience, aesthetics, prosperity, and general welfare as the project represents a logical extension of residential uses within the adjacent Broadway District Specific Plan. The amendment also meets design and development guidelines and standards of the General Plan.

SECTION 3. Community Development Department. The Community Development Director is directed to provide a written report to the City Council at least ten (10) days prior to the expiration of this ordinance, describing the study conducted of the local conditions that led to the adoption of this ordinance.

SECTION 4. Effective Date. This ordinance shall become effective immediately upon the date of its adoption pursuant to Government Code section 65858.

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. Compliance with California Environmental Quality Act. The City of American Canyon prepared an Initial Study Checklist and Mitigated Negative Declaration in accordance with the California Environmental Quality Act (CEQA). The basis for a Mitigated Negative Declaration (MND) is the finding that the proposed project will not have a significant effect on the environment because mitigation measures that reduce the impacts to less than significant are part of the project conditions. The MND includes mitigation measures for Biological Resources, Cultural Resources, Geology/Soils, Hazards and Hazardous Materials, Hydrology/Water Quality, Noise, Transportation/Traffic, and Utilities.

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.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of American Canyon, State of California, held on the 7th day of September, 2021 by the following vote:

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

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of American Canyon, State of California, held on 21st day of September, 2021, by the following vote:

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

ATTEST:

Leon Garcia, Mayor
APPROVED AS TO FORM:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

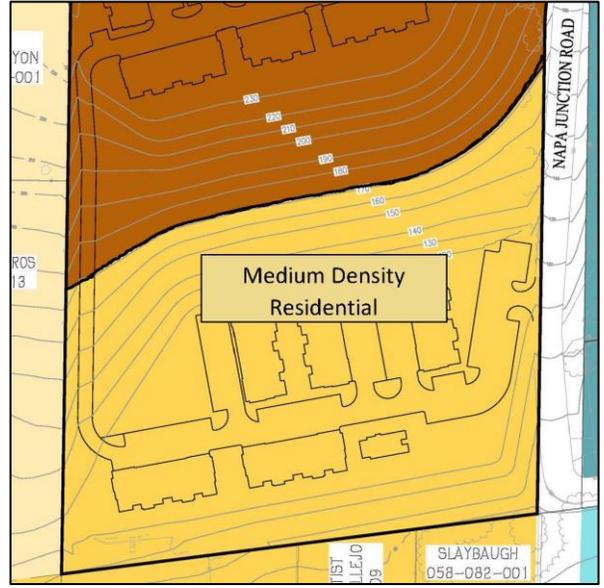
EXHIBIT A
Parcel B Zoning Map Amendment

EXHIBIT A
Parcel B Zoning Map Amendment
(PL20-0026)

Existing Zoning Parcel B



Proposed Zoning Parcel B



RESOLUTION NO. 2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON, CALIFORNIA, APPROVING THE OAT HILL PARCEL A DESIGN PERMIT FOR 206 MULTIFAMILY DWELLING UNITS, A RECREATION BUILDING WITH LEASING OFFICE, 451 PARKING SPACES, AND APPROXIMATELY 2.2 ACRES OF LANDSCAPING ON A VACANT 13.6-ACRE PARCEL LOCATED ON THE EAST SIDE OF OAT HILL SOUTH OF NAPA JUNCTION ROAD, APN 058-380-008 (FILE NO. PL20-0022)

WHEREAS, a Design Permit application was filed by Rick Hess Development Company for 206 dwelling units, a recreation building with leasing office, 451 parking spaces, and approximately 2.2 acres of landscaping at a vacant 13.6-acre parcel located on the northern terminus of Napa Junction Road, APN 058-380-008 (File No. PL20-0022); and

WHEREAS, on August 14, 2020, Oat Hill Properties, II, LLC submitted a General Plan Amendment and Zone Change application to allow 206 dwelling units on approximately 13.6 acres on the east side of Oat Hill south of Napa Junction Road (APN 058-380-008 and portion of 058-320-001) (File No. PL20-0024); and

WHEREAS, on August 14, 2020, RH Hess Development Company submitted a Tentative Subdivision Map to create 206 dwelling units on 13.6 acres located at Oat Hill Parcel A with access from Napa Junction Road, (APN 058-380-008 and portion of 058-320-001) (File No. PL20-0025); and

WHEREAS, on November 2, 2021, RH Hess Development submitted a Lot Line Adjustment (File No. PL20-0039) to convert the two parcels APN 058-380-008 and 058-320-001 from 11.3-acres and 9.5-acres to 13.6-acres and 7.2-acres, respectively; and

WHEREAS, pursuant to Section 65300 of the State Planning and Zoning Law, the City of American Canyon (City) 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, there is a critical shortage of residential housing for all levels of affordability in California; and

WHEREAS, the State of California Department of Housing and Community Development (HCD) and the Association of Bay Area Governments (ABAG) will soon commence the process to establish regional housing needs allocations (RHNA) for the greater San Francisco Bay Area; and

WHEREAS, in light of the State's housing shortage, HCD and ABAG is expected to increase significantly the obligation of the City of American Canyon ("City") to plan for additional housing within its municipal boundaries; and

WHEREAS, on January 21, 2020, the City Council declared residential uses are the best use of the Rick Hess property on Oat Hill (Resolution 2020-06); and

WHEREAS, on March 25, 2021, the Planning Commission adopted Resolution 2021-04 recommending the City Council of the City of American Canyon approve a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Oat Hill Multifamily Residential Project; and

WHEREAS, on March 25, 2021, the Planning Commission adopted Resolution 2021-08 recommending the City Council of the City of American Canyon approve the Parcel A Design Permit; and

WHEREAS, on August 25, 26 and 27, 2021, the Federal Aviation Administration (FAA) prepared a technical aircraft obstruction analysis of the Parcel A Oat Hill Multifamily consistent with the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77. This aeronautical study determined the multifamily buildings would have no substantial adverse effect on the safe and efficient utilization of navigable airspace by aircraft or operation of air navigation facilities provided the buildings are marked/lighted in accordance with FAA Advisory circular 70/7460-1 M, Obstruction Marking and Lighting, red lights-Chapters 4,5 (Red), &15; and

WHEREAS, on September 7, 2021, the City Council adopted Resolution 2021-61 to approve the Oat Hill Mitigated Negative Declaration (SCH#2021020107) and Mitigation and Monitoring Report; and

WHEREAS, on September 7, 2021, the City Council adopted Resolution 2021-62 to approve an Overrule of the Napa County Airport Land Use Commission determination of incompatibility with the Napa County Airport Land Use Compatibility Plan; and

WHEREAS, on September 7, 2021, the City Council adopted Resolution 2021-63 to approve a General Plan Amendment for Oat Hill Parcel-A Project from Industrial with a Specialty Commercial Overlay (CS) and Estate Residential (RE) to High Density Residential (RH-1), (PL20-0024); and

WHEREAS, on September 21, 2021, the City Council approved (Ordinance 2021-06) to revise ACMC Chapter 19.03 for Oat Hill Parcel A from Light Industrial with a Specialty Commercial Overlay (LI:CS) and Residential Estate (RE) to High Density Residential (RH-1), (APN 058-380-008 and portion of 058-320-001) (File No. PL20-0024); and

WHEREAS, on September 21, 2021, the City Council conducted a public hearing and considered all of the written and oral testimony presented at the public hearing in making its decision; and

NOW, THEREFORE, BE IT RESOLVED that the American Canyon City Council approves the Oat Hill Parcel A Design Permit (PL20-0025) based on the findings contained in Section 2, and the conditions of approval contained in Section 3.

SECTION 1. Environmental Findings

The Parcel A Design Permit is substantially consistent with the project evaluated in the Oat Hill Mitigated Negative Declaration (SCH#2021020107) and Mitigation and Monitoring Report approved September 7, 2021 (Resolution 2021-). There are no new substantial environmental conditions or impacts that would change the adopted Mitigation and Monitoring Report. Therefore, no further environmental review is required.

SECTION 2: Design Permit Findings

- A. The Oat Hill Project requires the following findings for the Design Permit. As stated in Chapter 19.41.050 ACMC, approval of a design permit application may be granted by the appropriate decision making authority only if all of the following findings are made:

1. The project complies with all applicable provisions of this title and any applicable approvals granted for the project by any decision making authority.

The project complies with all applicable provisions of this title.

2. The project and its design comply with any applicable design guidelines.

The project complies with all design guidelines and criteria of the High Density Residential (RH-1) zoning district.

3. The project and its design comply with all applicable general plan policies.

The project proposes a General Plan Amendment and Zone Change to convert the parcel from Light Industrial with Specialty Commercial (LI:CS) to High Density Residential (RH-1). The proposed use is consistent with the RH-1 designation in the General Plan in that multifamily residential uses are permitted by right.

Because there is a critical shortage of residential housing for all levels of affordability in California, the proposed Oat Hill Multifamily Residential general plan amendment will designate additional land to provide needed housing. Replacement of Light Industrial with a Specialty Commercial Overlay (LI:CS) zoning with High Density Residential (RH-1) zoning is in keeping with the following General Plan Goals that promote additional housing in American Canyon:

- *Goal 2A: "Provide sufficient residential land with adequate infrastructure to accommodate the City's fair share of projected growth, and to facilitate mobility within the ownership and rental markets."*
- *Goal 2B: "Provide a range of housing types within the community to accommodate a variety of incomes and lifestyles, and to enable residents to remain in American Canyon throughout their lives."*
- *Goal 2E: "Address the housing needs of all economic segments of the existing and future community, including the City's fair share of the regional housing need." The applicant proposes to address housing affordable to lower income residents by providing in-lieu impact fees, pursuant to the Inclusionary Housing Ordinance (ACMC Chapter 19.28).*

The project satisfies the following Land Use Element policies:

- *Goal 1E: "Ensure the development of residential neighborhoods that provide a range of housing opportunities to meet the physical, economic, and social needs of the population, are designed to exhibit a high quality and character, contain appropriate supporting services, and reflect their environmental setting." The design permit application associated with this property ensures that the development will exhibit a high quality and character. The project reflects its environmental setting by providing public access to locally-important views across the project site.*
- *Policy 1.27.2: "Review all applications for new development, expansion of existing uses, and re-use within Napa County Airport Compatibility Zones "A" through "E" for compliance with the appropriate use and development conditions." A portion of Parcel A is located in Napa County Airport Compatibility Zone "D". Zone D restricts development to industrial or other non-residential uses. As noted in the Napa County Airport Terminal Area Redevelopment IS/MND, substantial evidence exists to conclude the 65 decibel (dB) Community Noise Equivalent Level (CNEL) boundary (also known as the "Noise Annoyance Zone" or "Zone 'D'") is contained entirely within the Airport property under existing*

and future conditions. Thus, as noted in the Oat Hill Multifamily Project MND, the project is not located within the regular flight-path/overflight for normal airport operations, nor would the project result in buildings that would obstruct established flight paths. Development within the project site would not conflict with Napa County Airport noise contours or any of the “three established sources of guidance on safety compatibility” for Zone D. The project is also subject to an avigation easement, which is included in the Project Approvals. In accordance with FAA requirements, the apartment buildings will be marked/lighted in accordance with FAA Advisory circular 70/7460-1 M, Obstruction Marking and Lighting, red lights-Chapters 4,5(Red), &15.

4. The project complies with applicable policies of the Napa County Airport land use compatibility plan.

Three buildings (Building #K, L, and M) are within Zone D as described in the Napa County Airport Land Use Compatibility Plan (ALUCP), which consists of 51 residential units. The applicant conducted a peer-reviewed noise study, prepared by Saxelby Acoustics (Sept 10, 2020) and concluded that the Oat Hill project would not conflict with the noise contours or any of the “three established sources of guidance on safety compatibility” for Zone D. As an added precaution and a condition of approval, the applicant will agree to record an avigation easement in favor of the Napa County Airport to indemnify them from noise complaints. The applicant also scheduled to file an application with the Napa County Airport Land Use Commission (ALUC) to request approval of their project in Zone D.

5. The project’s quality and character are compatible with the surrounding area, unless physically deteriorated or blighted, and will not be materially detrimental to existing development.

The project proposes high quality residential buildings that enhances the landscape of Oat Hill. The applicant conducted viewing studies to ensure the residential buildings take advantage of the view sheds from Oat Hill and are also providing a new public walking trail with the project. The applicant also provided photo simulations that show the residential buildings blend in harmoniously with the Oat Hill setting.

6. The proposed design is compatible with existing development in the area in terms of scale, height, bulk, proportion, materials, cohesiveness, color, and the preservation of privacy.

The project design complies to the RH-1 design standards and is compatible to existing development.

7. The design improves the community’s appearance by avoiding both excessive variety and monotonous repetition.

The design of the residential buildings is high quality and avoids excessive variety and repetition. They feature a hip roof, articulated entrances, functional balconies, separations in color, and recessed windows. The site also takes advantage of landscaping in the setbacks, common areas, and parking areas.

8. The proposed design promotes a harmonious transition in terms of scale and character between areas of different general plan land use designations and zoning districts.

The Oat Hill project provides an appropriate transition between lower density housing, located to the south and west of Oat Hill, and commercial and retail uses surrounding Highway 29. The development of housing on Oat Hill also would be compatible with the Broadway Specific Plan (BDSP). Although Parcels A and B are not within the boundaries of the BDSP, that plan designates land adjacent to the parcels as “Medium Density Residential,” which permits 12 units/acre and is intended to foster a high-density residential community that is compatible with the existing older single-family residences in this

area. Re-designating Parcels A and B to RH-1 and RM would allow for residential densities similar to those permitted in the Medium Density Residential area of the Broadway Plan, and it would further establish a residential community that is compatible with surrounding uses.

9. The proposed design provides for adequate and safe on-site vehicular and pedestrian circulation. *The site will be graded for safe and adequate on-site circulation. A new section of Napa Junction Road would be constructed between two disconnected segments east and west of Hess Road. The new roadway and pedestrian connections would result in a more direct route to the project site from SR 29 and other areas of the City.*

B. The Oat Hill Project requires the following additional findings related to design. General Plan Land Use Policy 1.8.4 requires that Multifamily residential projects be designed to convey a high level of quality and distinctive neighborhood character in conformance with the following:

1. Treatment of building elevations to convey the visual character of individual units rather than a singular building mass and volume.

The building elevation is separated by three complementary colors and supporting accents. The building has functional balconies, recessed windows, and defined main entries that reduce the building mass and volume.

2. Location of the elevation of the first occupiable floor at or in proximity to the predominant grade elevation, limiting the visibility of subterranean parking facilities from the street frontage.

The first floor of each building is accessible from ground level and parking facilities are accessible from the street level. The site will have clearly marked accessible paths of travel.

3. Inclusion of separate and well-defined entries to convey the visual character of individual identity for each residential unit, which may be developed as seen from exterior facades, interior courtyards, and/or common areas.

The buildings have defined entries that convey individual identity. Each building has two main entries that are recessed and doors facing the front elevation are painted in a light leather brown color. The covered garages of the units are hidden in the rear.

4. Siting and design of parking areas and facilities to be integrated with and not dominate the architectural character of the structure.

The site parking areas are integrated with the buildings and open spaces. The site is also facilitated with landscaping in the setbacks so that parking is not the dominant architectural feature.

5. Use of an adequate setback along the street frontage containing landscape, which provides physical and visual continuity with abutting sidewalks.

The applicant provided a preliminary landscaping plan that identified landscaped setbacks for street frontages. The landscaping consists of native trees, shrubs, and groundcover that will be supported with drip irrigation systems. The final landscaping plan shall comply with the City water efficient landscaping ordinance.

6. Provision of useable and functional private open spaces, including ground level patios where appropriate or enclosed balconies of adequate size for use.

The buildings include ground level patios and enclosed balconies with a minimum depth of 6 feet, which is consistent with medium density residential buildings in the neighboring Broadway District Specific Plan area.

7. Provides of sense of openness and unit separation while providing attractive locations for functional activities such as children’s outdoor play, preferably within sight of each residential unit.

The site includes functional activity areas such as a courtyard between Buildings K and L, a courtyard between Buildings E and F, a picnic area north of Building A, a swimming pool and recreation building at the site center, and a community loop walkway.

SECTION 3. CONDITIONS OF APPROVAL

General

1. The Design Permit approval is granted for development of 206 dwelling units on 13 Multifamily buildings on a 13.6-acre parcel in the High Density Residential (RH) zoning district. The site will be supported with 451 parking spaces and approximately 2.2-acres of landscaping. APN 058-380-008 (File No. PL20-0022), which shall be substantially shown on file in the Community Development Department, except as modified by conditions contained in this approval. Exhibit A includes the following:
 - a. Architectural Plans prepared by William Hezmalhalch Architects (WHA) from San Ramon, CA, consisting of 20 sheets showing the proposed building elevations, floor plans, and roof plans, dated October 19, 2020.
 - b. Site Plans prepared by Carlson, Barbee, and Gibson (CBG) from San Ramon, CA, consisting of 7 sheets showing the site plan, preliminary grading and drainage plan, and cross sections, dated February of 2021.
 - c. Landscaping Plans prepared by Vander Toolen Associates from Sacramento, CA, consisting of 6 sheets showing the proposed landscaping plans, dated October of 2020.
2. The applicant shall defend, indemnify, and hold harmless the City of American Canyon ("City"), its elected officials, officers, employees, attorneys, representatives, boards, commissions, consultants, volunteers and agents from and against all claims, actions, including actions to arbitrate or mediate, damages, losses, judgments, liabilities, expenses and other costs, or proceedings against the City, its elected officials, officers, employees, attorneys, representatives, boards, commissions, volunteers, or agents to attack, modify, set aside, void, or annul an approval, conditional approval, permit, entitlement, environmental document, environmental clearance, mitigation plan, or any other document or any of the proceedings, acts, or determinations taken, done, or made prior to granting of such approval, conditional approval, permit, entitlement, environmental clearance, environmental document, mitigation plan, or other documents, by the City, including, without limitation, an action against an advisory agency, appeal board, or legislative body within the applicable limitation period.

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

proceeding challenging the entire or a portion of an approval, conditional approval, permit, entitlement or any other document of any related claim.

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

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

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

3. The approval shall become effective on upon the effective date of the Parcel A Zone Change (Ordinance 2021-05) and return of the "Applicant Confirmation of Conditions of Approval" form signed by the property owner.
4. The applicant is responsible for paying all charges related to the processing of this discretionary case application within 30 days of the issuance of the final invoice or prior to the issuance of building permits for this project, whichever occurs first. Failure to pay all charges shall result in delays in the issuance of required permits or the revocation of the approval of this application.
5. Pursuant to California Government Code Section 66020, the final date to protest conditions of approval that impose fees, dedications, reservations and exactions shall be the discretionary application approval effective date.
6. Expiration of this Approval. If the project for which a Design Permit has been approved has not been inaugurated within two years of the granting of the Design Permit, the approval shall become null and void and of no effect. This provision shall not apply to applications approved in conjunction with another discretionary permit. In such cases, the expiration period shall coincide with that of the associated period.
7. All plans submitted for review and approval and all development shall be in substantial conformance with the approved exhibits, except where modified by a condition of approval. The Community Development Director or designee may approve minor changes to the project as approved by the Planning Commission on the plans submitted for the construction permits with a determination that the changes are in substantial compliance with the representation of the project as reviewed by the Planning Commission and City Council, that the proposed change will be in compliance with the required development standards, and the change will not materially affect adjacent private or public property.

8. The conditions of this Permit shall be printed on the first sheet of each plan set submitted for a building permit pursuant to this Design Permit, under the title “Design Permit Conditions”. The second sheet may also be used if the first sheet is not of sufficient size to list all of the conditions. The sheet(s) containing the conditions shall be of the same size as those sheets containing the construction drawings; 8-1/2” by 11” sheets are not acceptable.

Planning

9. Consistent with the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, each residential building shall be marked/lighted in accordance with FAA Advisory circular 70/7460-1 M, Obstruction Marking and Lighting, red lights-Chapters 4,5(Red), &15.
10. Prior to issuance of the first building permit, the applicant shall submit an address and street name plan to the Community Development Department.
11. Prior to issuance of the first building permit or recordation of the Final Map, whichever occurs first, the applicant shall record an easement for the “Public View Trail” depicted on the Design Permit Plans and an easement for a future Public trail extension from the southwest trail termination to the property located to the west.
12. All new roof top equipment is required to be screened. The parapet shall be opaque and equal in height of the top of the rooftop mechanical equipment.
13. All ground mounted air conditioning and heating equipment facing Napa Junction Road shall be screened. The screen shall be made of wood or equivalent and painted or stained to be weather resistant.
14. Prior to the issuance of the site improvement plan, the applicant shall identify 10 bicycle parking spots for Parcel A. The bicycle parking spots shall be evenly distributed amongst the buildings.
15. The subdivision ordinance requires new projects to dedicate parkland on the basis of 5 acres per 1,000 population (ACMC Chapter 18.44). Based on the current project proposal of 206 dwelling units @ 3.49 persons per unit, the project generates a population of 719 people. This equates to a park dedication standard of 3.595 acres. The Subdivision Ordinance has provisions for a combination of park dedication and payment of a fee in-lieu of park dedication.
16. Prior to the issuance of the first building permit, the applicant is required to pay all applicable impact fees. For your information, the following table identifies the current fees and their rates. Please note the City fees are subject to change and the applicant is required to pay the updated fee at the time of building permit issuance. The applicant is required to pay Fire Mitigation fees separately at the Fire District.

Fee	Rate (2021)	Calculation	Cost
Affordable Housing Nexus	\$3.82 per SF	182,195 SF per plans	\$ 695,984.90
Parks and Recreation Fee	\$5806.38 per unit	206 units per plans	\$ 1,196,114.28
Civic Facility Fee	\$1685.61 per unit	206 units per plans	\$ 347,235.66
General Plan Update Fee	\$89.59 per unit	206 units per plans	\$ 18,455.54
Traffic Impact Fee	\$618.18 per trip	1121 trips per traffic report	\$ 692,979.78

Water Capacity Fee (Estimated)	\$11,599 per unit plus \$26.25 per gpd	206 units per plans plus clubhouse/pool and irrigation demand in gpd	\$2,410,919.00
Wastewater Capacity Fee (Estimated)	\$6,952.00 per unit plus \$35.66 per gpd	206 units per plans plus clubhouse/pool demand in gpd	\$1,446,733.00
Impact Fees Subtotal			\$ 6,808,422.16

17. Prior to the issuance of the first building permit, the applicant shall provide proof of payment or exemption for Napa Valley Unified School District (NVUSD) developer fees. For more information, see their website here: <https://www.nvUSD.k12.ca.us/developerfees>.
18. Prior to the issuance of the first building permit or the recordation of the final map, whichever occurs first, an Avigation Easement shall be recorded. The Avigation Easement shall cover all portions of the property and include:
 - a. Right-of-flight at any altitude above an easement surface elevation, established based on either Part 77 of the Federal Aviation Regulations or FAA Terminal Instrument Procedures Standards (TERPS), whichever is controlling (glide slope in approach is the controlling factor).
 - b. Right to cause noise, vibration, fumes, dust, and fuel particle emissions.
 - c. Right to prevent erection or growth of all objects above the easement surface.
 - d. Right to prohibit creation of electrical interference, unusual light sources, and other hazards to aircraft flight.
19. Prior to the Certificate of Occupancy, the applicant shall complete the public access trail that meanders from the site entry, traversing all the identified look-out points, and reaches the northwest side of the site.

Landscaping

20. The applicant shall agree to a licensing agreement that requires them to maintain the landscaping within the right-of-way along the project frontage. Prior to final inspection of the building permit, the applicant shall amend their facilities operation and maintenance plan (O&M plan) to include this activity.
21. Prior to the issuance of the Building Permit, the applicant shall submit a final landscaping plan. The landscape plan shall comply with the requirements of the California Government Code 65591 et. seq. known as the Water Conservation in Landscaping Act as set out in the model water efficient landscape ordinance adopted by the California Department of Water Resources and amended in 2015. All plant material shall be served by a city-approved automatic irrigation system.
22. Prior to the issuance of a certificate of occupancy, all landscaping shall be completed and the project's landscape architect shall provide a written certification that all plant materials have been installed in accordance with the approved landscape plan.
23. All planting shall be maintained in good growing condition. Such maintenance shall include, where appropriate, pruning, mowing, weeding, cleaning of debris and trash, fertilizing and regular watering. Whenever necessary, planting shall be replaced with other plant materials to insure continued compliance with applicable landscaping requirements. Required irrigation systems shall be fully maintained in sound operating condition with heads periodically cleaned and replaced when missing

to insure continued regular watering of landscape areas, and health and vitality of landscape materials.

24. All tree stakes and ties shall be removed within one year following installation or as soon as trees are able to stand erect without support.
25. Clear sight triangles shall be maintained at all driveways. Low-lying plantings and other site fixtures, including signs, shall be no taller than 30 inches within the site's vision triangles.

Building and Safety

26. The applicant shall have the detailed building and site plans reviewed by a Certified Accessibility Specialist to verify that the proposed construction will comply with accessibility requirements. Each application for site construction or building permit shall be accompanied by a written report from a Certified Accessibility Specialist verifying that the site and building design as shown on the submitted plans comply with all accessibility requirements.
27. Prior to the issuance of a certificate of occupancy, the applicant shall submit a letter of certification to the Building Official from the project architect and civil engineer certifying that all improvements have been constructed in accordance with the approved building plans. Determination of consistency shall be subject to the review and approval of the Building Official.
28. Site Improvement plans shall show slopes of all sidewalks and walkways and paths of travel to use site facilities including trash/recycling facilities. The applicant shall have the detailed building and site plans reviewed by a Certified Accessibility Specialist to verify that the proposed construction will comply with accessibility requirements. Each application for site construction or building permit shall be accompanied by a written report from a Certified Accessibility Specialist verifying that the site and building design as shown on the submitted plans comply with all accessibility requirements.
29. Recycling of Construction and Demolition Debris: Prior to issuance of a building permit the applicant shall submit a plan for the diversion of at least 70 percent of the debris from the building demolition and construction. The plan shall include the qualified recycler that will be used, the methods of managing diversion of construction materials on site, and the proposed documentation that will be submitted to confirm that the diversion goal has been met.

Fire District

General Fire District Conditions

30. In accordance with the standard mitigation measures and conditions of approval set forth by the City of American Canyon, the developer shall pay the Fire Impact Fees (see current Standard Fees and Charges adopted by resolution), prior to the issuance of any building permits.
31. Buildings in excess of two stories shall pay Aerial Apparatus mitigation fees prior to the issuance of any building permits. (see current Standard Fees and Chares adopted by resolution).
32. The project will require an annual fire and life-safety inspection under the "R (Residential) Occupancy Inspection Program". The R Occupancy Inspection Program has been developed to allow Fire District to meet requirements set forth by the State of California. The California Health and Safety Code, Section 13146.2 (a) mandates that inspections be completed at all "R occupancies" annually. California Health and Safety Code Section 13146.2 (b) provides the Fire District legal authority to charge property owners to recover reasonable costs for providing these inspections.

33. New buildings and additions to existing buildings shall conform to requirements set forth in the currently adopted editions of the California Building Code, California Fire Code, City of American Canyon standards and Nationally Recognized Standards.
34. There shall be no deferred submittals for fire protection equipment and related utilities. Fire protection plans shall not be attached to or bound with the building plan submittal package. This includes but is not limited to Automatic Fire Sprinkler, Fire Alarm, Fixed Fire Protection and Civil plans.
35. All Fire related underground piping and fire appurtenances shall be shown on the Civil plan submittal. In addition to the Civil plan submittal, at least (1) plan set under separate cover shall be submitted to American Canyon Building Division for routing to the American Canyon Fire Protection District detailing all underground piping and related fire appurtenances including but not limited to underground piping, underground sweep detail, underground trench details showing depth of burial, type of backfill, manufacturer's specifications of piping, valves joints, fittings and calculated size and locations of thrust blocks, hydrants locations (designate public or private), gate shut-off valves, PIV's, FDC's, fire pumps, fire pump and/or riser rooms.
36. Underground utility contractor, architect and fire sprinkler contractor shall coordinate the location of risers and control valves prior to the issuance of a building permit.
37. Fire District plan review shall be based on the information submitted at the time of permit application. Any changes to the approved/permitted scope of work including additions, alterations, demolition, repair or a change in occupancy/use may impact the project requirements, including but not limited to the installation of additional fire protection systems or components.

Fire Protection

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

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

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

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

Table CC105.1 – Approximate number of hydrants = 3
 Average spacing = 400 feet + 25% allowable increase = 500

Maximum distance from street or frontage = 225 feet = 50% allowable
increase = 337.5

39. Fire Protection systems shall be installed in accordance with provisions set forth in the California Fire Code as amended by the City of Napa and the applicable National Fire Protection Association Standard.
40. The fire protection equipment shall be located within an interior room having an approved exterior access door or in an exterior enclosure attached to the building, specifically, for the purpose of housing such equipment.
41. The City of American Canyon requires that a fire hydrant be in service within 250 feet of the furthest point of construction prior to the stockpiling of combustible materials for the beginning of construction.
42. Fire District Connections (FDC) shall be located not more than 100 ft. from the nearest fire hydrant.

Fire District Access

43. Fire Apparatus Access Roads shall be designed in accordance with provisions set forth in the California Fire Code Chapter 5 and Appendix D as amended by the City of American Canyon and the applicable Public Works Standard.
44. Fire apparatus access roads shall have an unobstructed minimum width of 20 feet (curb to curb) and a minimum unobstructed vertical clearance of 13' 6". They shall have an all-weather paved surface capable of supporting a GVW of 71,000 pounds.
45. Access roads shall be completed with all-weather surfaces prior to the stockpiling of combustible materials or beginning combustible construction. Fire apparatus access shall be provided to within 150 feet of the most remote portions of all building from an approved exterior route. If this cannot be achieved fire apparatus turn arounds will be needed.
46. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Vertical traffic calming in the form of speed pumps, humps or dips are prohibited along fire access roads without prior approval of the fire Code Official. The minimum width and clearances established in Section 503.2.1 shall be maintained at all times.
47. When required by the Fire Chief, fire apparatus access roads shall be designated as Fire Lanes and appropriate signs and/or markings installed in accordance with the California Vehicle Code and approved City standards.
48. Where applicable improvement plan submittals for permit shall include locations of fire lane red curbing and fire lane signage. Please refer to and include City Public Works Standard FP-2A & 2B with plan submittals for permitting.

Public Works General Conditions of Approval

49. The Applicant shall be responsible for all City plan check, map check and inspection costs. The Applicant shall establish a Developer Deposit Account with the City upon the initiation of plan check

services. The amount of the initial deposit shall be determined by the City Engineer. Additional funds may be required based upon actual costs.

50. All improvements shall be designed in accordance with the American Canyon Municipal Code (ACMC), City of American Canyon Engineering Standard Plans and Specifications for Public Improvements (City Standards), except as specifically noted otherwise in these conditions.
51. All new utilities to serve the project, shall be placed underground. Exceptions may be allowed for surface mounted transformers, pedestal mounted terminal boxes and meter cabinets.
52. Unless otherwise explicitly permitted, all existing wells, septic tanks and/or underground fuel storage tanks shall be abandoned under permit and inspection of Napa County Department of Environmental Services or other designated agency. If there are none, the project engineer shall provide a letter describing the scope of the search done to make this determination.
53. A detailed Soils Investigation/Geotechnical Report shall be prepared and submitted for review. The report shall address, at a minimum, potential for liquefaction, R-values, expansive soils and seismic risk. The improvement plans shall incorporate all design and construction criteria recommended in the Geotechnical Report.
54. A drainage report prepared by a California Registered Civil Engineer shall be submitted for review with the initial submittal of the Improvement Plans. The report shall include detailed hydrologic and hydraulic calculations to support the design and sizing of all public and private drainage facilities including storm drains and detention facilities. The report shall include an analysis of the capacity of existing downstream storm drain facilities and hydraulic conditions which may impact the design of proposed facilities and improvements.
55. A final detailed post-construction Stormwater Control Plan (SWCP) that identifies and sizes all permanent post-construction stormwater treatment BMPs shall be prepared and submitted for review and approval. The SWCP shall be prepared in accordance with the latest edition of the Bay Area Stormwater Management Agencies Association (BASMAA) Post-Construction Manual and the requirements of the State Water Resources Control Board Phase II Municipal Separate Storm Water System (MS4) General Permit (Order 2013-0001 DWQ). It is the City's discretion whether to accept alternative treatment facilities other than bioretention.
56. A Post Construction Stormwater Operations and Maintenance Plan that includes a plan sheet showing all storm drain and water quality infrastructure that is to be maintained, along with detailed instructions and schedules for the ongoing maintenance and operation of all post-construction stormwater BMPs shall be submitted for review and approval by the City Engineer. Once approved, the property owner(s) shall enter into an agreement with the City that provides the terms, conditions, and security associated with the ongoing requirements of the post-construction Stormwater Best Management Practices.
57. A Final Map, as defined in the Subdivision Map Act, shall be prepared by a licensed surveyor or civil engineer. The Final Map shall show all parcels, rights-of-way, and easement(s), and shall be submitted to the City Engineer for review. The Final Map shall be in substantial conformance with the approved Tentative Map and all applicable conditions of approval. The Final Map is not valid until it has been approved by the City and recorded. Closure calculations shall be provided at the time of initial Final

Map submittal. All calculated points within the map shall be based upon one common set of coordinates. All information shown on the Final Map shall be directly verifiable by information shown on the closure calculation printout. The point(s) of beginning shall be clearly defined. All lot acreages shall be shown on the Final Map and shall be verifiable from information shown on the closure calculation printout. A current title report (within past 30 days) shall be submitted at the time of initial Final Map submittal.

58. The Applicant shall secure all necessary rights-of-way and public and private easements for both onsite and offsite improvements. The Applicant shall prepare all necessary legal descriptions and deeds.
59. To the extent any offsite public improvements require the acquisition of property not currently owned by the Applicant or the City, the Applicant shall first make a good-faith effort to acquire the necessary property rights, however if the Applicant makes such an effort and is unable to acquire such rights, then the Applicant may request the City acquire the necessary property rights through the exercise of eminent domain provided that the Applicant enters first into an agreement with the City to pay for all costs incurred by the City to acquire such rights and if the City does not acquire the rights necessary to allow the offsite public improvements to be completed by the Applicant within statutory timeline provided by law, then the Applicant shall be relieved of the obligation to construct those off-site improvements only to the extent they require property not currently owned by the Applicant or the City. The Applicant shall make a good-faith effort to identify and acquire the necessary property rights at the earliest opportunity. A good faith offer includes identification of property rights needed (permanent and temporary), appraisal of the value of the highest and best use of the property, and a bonafide offer to pay this amount at the close of escrow.
60. The Applicant shall submit site Improvement Plans, prepared by a registered Civil Engineer, for review and approval of the City's Public Works Department. Please be aware that this is separate submittal from the building permit application. The final plan set shall include all civil, landscape and joint trench drawings under a single cover sheet. No final grading or other construction shall be performed until the Improvement Plans have been approved. The Applicant shall not begin clearing, grubbing, or rough grading at the site prior to approval of the Improvement Plans, unless explicitly approved by the City of American Canyon through the standard grading and utilities only permit process. An Encroachment Permit is required for any work within City right of way. Encroachment Permits will not be issued prior to the approval of the Improvement Plans.
61. Cathodic protection shall be provided for all water valves, fittings, hydrants, meters, backflow devices, ductile iron pipe, and other metal appurtenances, regardless of the findings of any soils corrosivity analysis.
62. The Applicant shall keep adjoining public and private streets free and clean of project dirt, mud, materials, and debris during the construction period in accordance with an approved SWPPP and Erosion and Sediment Control Plan using appropriate BMPs and as is found necessary by the City Engineer.
63. If any hazardous material is encountered during the construction of this project, all work shall be immediately stopped and the Fire District, Napa County Department of Environmental Services or other designated agency, and the City Inspector shall be notified immediately. Work shall not proceed until clearance has been issued by all of these agencies.

64. Prior to final preparation of the subgrade and placement of base materials, all underground utilities shall be installed and service connections stubbed out behind the sidewalk. Public utilities, Cable TV, sanitary sewers, and water lines shall be installed in a manner that will not disturb the street pavement, curb, gutter and sidewalk, when future service connections or extensions are made.
65. Where soil or geologic conditions encountered in grading operations are different from that anticipated in the soil and/or geologic investigation report, or where such conditions warrant changes to the recommendations contained in the original soil investigation, a revised soil or geologic report shall be submitted for approval by the City Engineer. Additionally, if field conditions warrant installation of any subdrains, the location, size and construction details must be provided to the City for review and approval prior to construction.
66. All new fire hydrants shall be covered with burlap sacks until the hydrants have been tested and found to be in conformance with City flow requirements. No storage of combustible materials or construction of building shall be permitted until all hydrants meet City flow requirements.
67. Prior to placing the final lift of asphalt, all public storm drains and sanitary sewer lines shall be video inspected at the Applicant's expense. All video media (CD, DVD, or portable hard drive) shall be submitted to the City. If any inadequacies are found, they shall be repaired prior to the placement of the final lift of asphalt.
68. All streets, curbs, gutters, sidewalks or other public facilities damaged in the course of construction associated with this Project shall be the responsibility of the Applicant and shall be repaired to the satisfaction of the City at the Applicant's expense.
69. After all of the new underground utilities within existing public streets have been installed, the entire affected areas shall be milled and repaved to present a neat finished pavement area. Multiple trench patches are not acceptable.
70. All construction stormwater pollution prevention best management practices (BMP's) shall be installed as the first order of work and in accordance with the State Water Resources Control Board's General Construction Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order 2009-0009-DWQ, as amended), the Applicant's Storm Water Pollution Prevention Plan (SWPPP), and the City's Erosion and Sediment Control Plan in accordance with the City's MS4 Permit. All stormwater BMP's shall be maintained to the satisfaction of the Qualified SWPPP Developer (QSD), Qualified SWPPP Practitioner (QSP), and the City Engineer.
71. With the exception of water used for loading and testing of potable water lines, all construction water used for the project shall be obtained from a source other than American Canyon potable water sources. The Applicant shall provide verification that an outside source of construction water, e.g., recycled water, has been established and will be available for the duration of the project construction.
72. The development shall comply with the City's Zero Water Footprint policy.
73. All landscaping irrigation systems shall include an ET/SMART controller.

Public Works Special Conditions of Approval

74. The Applicant shall submit Improvement Plans prepared by a registered Civil Engineer (Engineer of Record) in substantial conformance with the preliminary civil plans titled "Design Review Oat Hill Multifamily – Parcel A" prepared by Carson, Barbee & Gibson Civil Engineers, dated February 2021 (Preliminary Plans), except as modified by these conditions.

75. Improvement Plans shall be tied to the State of California coordinate system.

76. The Applicant shall design and construct all of the Public Improvements as generally described below and in accordance with the project's Fee Credit/ Fee Reimbursement Agreement, as applicable.

a. Napa Junction Road Improvements:

- i. Construct an approximately 300-foot segment of Napa Junction Road between the Hess Road/Napa Junction Road intersection and the existing roadway fronting Napa Junction Magnet Elementary School. The preliminary roadway shall have a curb-to-curb width of 40-feet with 5-foot wide (includes curb width) attached sidewalks on both sides. The final roadway section shall be as determined by the City Engineer. The extent of the roadway construction may be extended as necessary to meet City roadway geometric standards.
- ii. Construct a new 5-foot wide (includes curb width) attached sidewalk along the south side of Napa Junction Road between the east end of the new road segment described above to the existing sidewalk approximately 100-feet west of Theresa Avenue.
- iii. Construct a new 5-foot wide attached sidewalk along the south side of Napa Junction Road between its intersection with Hess Road and the west end of Parcel A's frontage.
- iv. The cost of these improvements will qualify for a credit against the project's Traffic Impact Fee.

b. Water Main Replacement in Napa Junction Road:

Replace approximately 590 linear feet of the existing 6-inch water main in Napa Junction Road with a new 12-inch water main between the intersection with Theresa Avenue to the intersection with Hess Road, connecting to the existing water mains in those intersections. The cost of these improvements will qualify for a credit against the project's Water Capacity Fee.

c. Sanitary Sewer Main Replacement in Napa Junction Road and Theresa Avenue:

Replace approximately 1,800 linear feet of the existing 6-inch sanitary sewer mains in Napa Junction Road between Hess Road and Theresa Avenue and in Theresa Avenue from Napa Junction Road to a point approximately 1,200 linear feet south thereof with new 8-inch and 10-inch sanitary sewer mains. The Engineer of Record shall conduct a capacity analysis for the new sanitary sewers to determine where it should upsize from 8-inch to 10-inch. The cost of these improvements will qualify for a credit against the project's Wastewater Capacity Fee.

d. Recycled Water Main in Lombard Road and Hess Road:

Install approximately 1,300 linear feet of a new 8-inch recycled water main in Lombard Road between the cul-de-sac at its northern terminus and Hess Drive and in Hess Drive between Lombard Road and the Little League fields. This recycled water main will be assumed to

provide a sufficient potable water demand offset to comply with the City's Zero Water Footprint policy for both the Oat Hill Parcel A and Oat Hill Parcel B projects.

e. Fire Flow Demand:

Install public water system improvements sufficient to meet the domestic and fire flow demands of the project. Although the Preliminary Plans show a private onsite water pump station, Public Works and the American Canyon Fire Protection District do not support this due to concerns over the ongoing maintenance of a private pump station.

The Engineer of Record shall conduct further analysis to determine whether domestic and fire flow requirements could be met by creating a looped water connection (connecting to both the 12" and 16" water mains) or by upgrading the City's existing Oat Hill Pump Station that feeds Oat Hill Tank #2 from Oat Hill Tank #1. In the event that this is determined to be infeasible, then the Applicant shall install a public water pump station onsite at a location close to the public right of way or at a location as otherwise approved by the City Engineer.

Note that the Tentative Map for Oat Hill Parcel B is subject to conditions of approval to construct the same Public Improvement described above, except 74.e. In the event any of those public improvements are constructed in conjunction with the development of Oat Hill Parcel B prior to the development of Oat Hill Parcel A, the corresponding condition of approval for Oat Hill Parcel A will be considered to have been met.

77. The Applicant shall construct all of the on-site private drive isles, parking spaces, walks, water, recycled water, sanitary sewer, storm drainage and stormwater quality and landscaping "**Private Improvements**" generally shown on the Preliminary Plans and more specifically described below. All private drive isles, parking spaces, walks, water, sewer, storm drainage and stormwater quality improvements shall be designed in accordance with the City of American Canyon Engineering Standard Plans and Specifications for Public Improvements (City Standards), except as specifically noted otherwise in these conditions.

a. Storm Drain Facilities:

Construct private on-site drainage facilities, detention facilities, and other appurtenances to collect and convey all surface drainage to an approved private storm drain facility or outfall. Onsite drainage facilities shall provide for the positive drainage of all adjacent upstream or upgrade properties to prevent ponding. Existing run-on from adjacent properties shall not be obstructed and shall be conveyed onsite. Off-site peak storm water discharge shall not exceed 90% of the undeveloped peak flow from the 24-hour, 100-year event. The storm drains and detention facilities shall be substantially consistent with the Preliminary Plans. However, the sizing of all storm drains and detention facilities shall be determined by the approved final drainage report.

b. Stormwater Quality Facilities:

Permanent on-site private post-construction stormwater treatment BMPs shall be designed and constructed in accordance with the approved final SWCP. Runoff from all roof drains shall be conveyed to the onsite stormwater treatment facilities.

c. Emergency Vehicle Access Road

Construct a 20-foot wide paved vehicle road on Oat Hill Parcel A and across Oat Hill Parcel B connecting to Napa Junction Road.

78. Prior to SUBMITTAL OF THE IMPROVEMENT PLANS, the Applicant shall:

- a. Submit the City's "Improvement Plan Checklist".
- b. Pay an initial cash deposit for City plan check services in amount to be determined by the City prior to the time of submittal. The Project engineer shall contact City staff to discuss submittal details to determine initial deposit amount.
- c. Provide the following:
 - i. Public Street Repair Plan
 - ii. Utility Plan and Joint Trench Plan
 - iii. Construction Storm Water Pollution Prevention Plan (SWPPP) and a City Erosion and Sediment Control Plan (ESCP)
 - iv. Drainage Report
 - v. Post-Construction Stormwater Control Plan (SWCP)
 - vi. Geotechnical Report
 - vii. Construction Traffic Control Plan.
- d. Pothole and physically determine (by way of a survey performed by the Engineer of record) the actual horizontal location and vertical depth of all existing underground utilities throughout the proposed areas of work and provide the design of all new utility installations required to serve the project including a schedule for implementation of such work as to prevent disrupting of utility service to adjacent properties.

79. Prior to APPROVAL OF THE IMPROVEMENT PLANS, the Applicant shall:

- a. Provide written acknowledgment by the Geotechnical Engineer of Record that the Plans incorporate all design and construction criteria specified in the Geotechnical Report.
- b. The applicant shall acquire the public right-of-way and all rights of entry and/or temporary and permanent easements necessary for the construction of the Napa Junction Road improvements described above. Applicant shall prepare the legal descriptions, plats and deeds and submit them to the City for review. The location of all such rights on the Plans.
- c. Record a City approved lot line adjustment between Oat Hill Parcel A and Oat Hill Parcel B as shown on the Tentative Map and Preliminary Plans.
- d. Furnish proof that all permits that may be required by the California Department of Fish & Game, State and Regional Water Quality Control Board, US Army Corps of Engineers and any other regulatory agencies with jurisdiction over the proposed construction have been obtained.
- e. Complete and submit the City's Erosion and Sediment Control Plan (ESCP) Template. Applicant may refer to a SWPPP, as appropriate, by referencing page number within the SWPPP that addresses the requirements of the ESCP.

- f. Submit a copy of the Notice of Intent and WDID# for coverage under the State Water Resources Control Board' General Construction Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order 2009-0009-DWQ).

80. Prior to COMMENCEMENT OF CONSTRUCTION ACTIVITIES, the Applicant shall:

- a. Pay off all current account balances with the City of American Canyon.
- b. Pay an inspection fee in amount to be determined at the time of commencement for the City's inspection of the Public Improvements.
- c. Conduct a pre-construction meeting with representatives of the City whereby the Applicant, the Legally Responsible Party (LRP), Qualified SWPPP Practitioner (QSP), Qualified SWPPP Developer (QSD), and/or the Contractor provides the following:
 - i. Six (6) full-size bond copies of the approved Improvement Plans for the City's use.
 - ii. One (1) job-site copy of the latest edition of the City Standards for the Contractor use.
 - iii. One (1) job-site copy of the SWPPP for use by the LRP, QSP, QSD, and Contractor.
 - iv. Electronic copies of Improvement Plans and SWPPP

81. Prior to RECORDATION OF THE FINAL MAP or ISSUANCE OF THE FIRST BUILDING PERMIT, WHICHEVER OCCURS FIRST, the Applicant shall:

- a. Construct all of the Public and Private Improvements to the satisfaction of the City. Alternatively, the Applicant may enter into a Subdivision Improvement Agreement with the City agreeing to complete all of the Public and Private Improvements prior to Occupancy of the first unit. Such an Agreement will require the Applicant to provide bonds, proof of workers compensation insurance, and general liability insurance in the forms and amounts as deemed satisfactory to the City.
- b. Establish a Homeowner's Association (HOA) in accordance with State law with recorded Codes, Covenants, & Restrictions (CC&Rs) that are satisfactory to the City Engineer and City Attorney to provide long-term and ongoing maintenance of all of the Private Improvements identified above. Specifically, the HOA will be responsible for the long-term and ongoing maintenance of the private streets, sidewalks, streetlights, domestic water facilities including the water booster pump station, sewers, storm drain facilities and stormwater quality facilities within the limits of the subdivision. The City will have enforcement authority over the HOA's maintenance obligations and the obligation to review and approved proposed changes amendments to the CC&R's. The CC&R's shall require the HOA to create and maintain a separate maintenance reserve fund in the amount of a percentage of the cost of constructing the HOA maintained improvements listed above. Said percentage will be determined by the City prior to recordation of the CC&Rs.
- c. Establish a Shared Maintenance Agreement or such similar agreement between the owners of Oat Hill Parcel A and Oat Hill Parcel B for the long term and ongoing maintenance and operation of all shared private improvements. Specifically, the parcel owners shall be responsible for the ongoing maintenance and operation of all onsite stormwater quality facilities, shared storm drains and the shared emergency vehicle access road. The Shared

Maintenance Agreement shall be prepared to run with the land of each parcel. The Shared Maintenance Agreement shall be submitted to the City for review and approval prior to recordation.

- d. Generally, in substantial conformance with that which is shown on the approved Tentative Map, convey all easements and dedications, public and private, for the construction, use and/or maintenance of roads or other access, drainage facilities, utilities and post-construction storm water management facilities on the Final Map or by separate instruments. All dedications to the City shall be irrevocable offers of dedication. Specific public conveyances include:
 - i. A public utility easement (PUE) 5-foot in width along the south side of Napa Junction Road across the frontage of Oat Hill Parcel A.
 - ii. A strip of public street right-of-way of varying width and having an area of approximately 4,150 square feet as shown on the Tentative Map for Condominium Purposes Oat Hill Multifamily Parcel B.
- e. Furnish documentation that the existing PG&E pole line easements (Book 1061 Page 114 and Book 1355 Page 779 O.R.) have been quit claimed.
- f. Obtain all necessary easements over Oat Hill Parcel B including easements for emergency vehicle access and storm water conveyance and detention facilities through recorded separate instruments.
- g. Furnish proof of the payment of the mapping service fee as required by Napa County Board of Supervisors Resolution No. 92-119.

82. Prior to APPROVAL OF A BUILDING PERMIT, the Applicant shall:

- a. Pay all account balances and current City and American Canyon Fire Protection District fees (Mitigation and Capacity) shown in Condition 13.

83. Prior to ACCEPTANCE OF IMPROVEMENTS, the Applicant shall:

- a. Restore all adjacent off-site road surfaces to pre-project conditions.
- b. Submit a certification by the Geotechnical Engineer of Record that all the work has been completed in substantial conformance with the recommendations in Soils Investigation/ Geotechnical Report.
- c. Provide a mylar and digital copy of the Improvement Plans that include all as-built or field changes, in digital AutoCAD (.dwg) and (.pdf) format (void of any AutoCAD block formats preventing full editing capabilities of the drawings), compatible with the City's current version, and tied to the NAD83 (California Zone 2, feet) coordinate system.
- d. Provide a letter stating that all of the Developer's Conditions of Approval have been met.

- e. Provide a letter from the Civil Engineer of Record certifying that all the site improvements were constructed and inspected in substantial conformance with the approved plans and City Standards.
- f. Enter into and record a post-construction Stormwater Operations and Maintenance Agreement with the City.

Oat Hill Parcel A – Mitigation Measures

The following are the applicable mitigation measures from the certified Mitigated Negative Declaration report. The following mitigation measures shall be complied with in accordance with the adopted Mitigation Monitoring and Reporting Program (MMRP) by the City Council.

- 84. **AES I-1.** Prior to issuance of building permits, the applicant shall prepare and submit a detailed lighting plan for review and approval by the Community Development Department. The plan shall show conformance with City performance standards for street lighting and glare, including shielding of all on-site lighting so that light is directed within the project site and does not illuminate adjacent properties, and indicate the location and design of proposed lighting and lighted signs. The applicant shall implement the final plan as approved by the City.
- 85. **AQ III-3.** Prior to the issuance of a grading permit, the project applicant shall indicate via notation on project construction plans that all off-road construction equipment used for the roadway extension along Napa Junction Road, including owned, leased, and subcontractor vehicles, shall meet the California Air Resources Board's (CARB's) Tier 4 emissions standards. The construction plans shall be submitted for review and approval to the City of American Canyon Community Development Department.
- 86. **BIO IV-1.** Prior to project initiation, pre-construction surveys shall be conducted by a qualified biologist within a 0.5-mile radius around all project activities, including on-site and off-site work, and shall be completed for at least two survey periods prior to starting Project activities. The survey period timing and methodology shall be conducted in accordance with the Swainson's Hawk Technical Advisory Committee's Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (2000), which identifies different survey windows throughout the pre-nesting and nesting season (ranging from January 1 through July 30/post-fledging) that have different survey methodologies and requirements. A letter report summarizing the survey results shall be submitted to CDFW for review and written acceptance prior to starting Project activities. The survey results shall also be submitted to the Community Development Department within 30 days following the final survey. If active Swainson's hawk nests are not identified on or within 0.5-mile of the project site within the survey periods, further avoidance and minimization measures for Swainson's hawk nesting habitat are not required
- 87. **BIO IV-2.** If Swainson's hawks are found to be nesting on the project site or within 0.5-mile of the project site, the project proponent shall either, a) delay project activities until all Swainson's hawk nests within 0.5-mile of the project site are no longer active, as determined by a qualified biologist, b) determine if the 0.5-mile buffer zone may be reduced in consultation with CDFW based on site-specific conditions, or c) if take cannot be avoided, obtain a CESA Incidental Take Permit from CDFW prior to starting project activities.

88. **BIO IV-3.** Prior to initiation of ground disturbance, a qualified biologist shall conduct nesting and/or wintering owl surveys, as appropriate, in accordance with the California Department of Fish and Game (now CDFW) 2012 Staff Report on Burrowing Owl Mitigation survey methodology (see <https://wildlife.ca.gov/Conservation/Survey-Protocols#377281284-birds>). Surveys shall encompass the project area and a sufficient buffer zone to detect owls nearby that may be impacted. Time lapses between surveys or project activities shall trigger subsequent surveys including but not limited to a final survey within 24 hours prior to ground disturbance before construction equipment mobilizes to the project area. The qualified biologist shall have a minimum of two years-experience implementing the CDFW 2012 Staff Report survey methodology resulting in detections. A letter report summarizing the survey results shall be submitted to the Community Development Department within 30 days following the pre-construction survey. If burrowing owls are not present on-site or adjacent to the site where they may be disturbed during pre-construction surveys, further avoidance and minimization measures for burrowing owl nesting and wintering habitat are not required.
89. **BIO IV-4.** If burrowing owls are detected on or adjacent to the site where they may be disturbed, the following restricted activity dates and setback distances recommended per CDFW's Staff Report (2012) shall be implemented, unless reduced buffers are accepted by CDFW in writing based on site-specific conditions:
- From April 1 through October 15, low disturbance and medium disturbance activities shall have a 200-meter buffer while high disturbance activities shall have a 500-meter buffer from occupied nests and wintering sites.
 - From October 16 through March 31, low disturbance activities shall have a 50-meter buffer, medium disturbance activities shall have a 100-meter buffer, and high disturbance activities shall have a 500-meter buffer from occupied nests and wintering sites.
 - No earth-moving activities or other disturbance should occur within the aforementioned buffer zones of occupied burrows. These buffer zones shall be marked with high visibility fencing or flagging.

If burrowing owls are present outside of the nesting season, burrowing owls may be passively relocated from the project site and adjacent habitat using CDFW-accepted methods so that construction can proceed. Any required passive relocation of burrowing owls would require CDFW acceptance. If passive relocation of burrowing owls is necessary, a qualified biologist shall prepare a Relocation Plan, including compensatory habitat as described below, for CDFW review and acceptance prior to the start of construction activities.

If the survey determines that the project site is actively being used by burrowing owl, or any owls are passively relocated as described above, then compensatory habitat mitigation shall be provided. The habitat mitigation/compensation plan shall be submitted to CDFW for review and approval prior to the start of project activities. Habitat compensation acreages shall be approved by CDFW, as the amount depends on site specific conditions, and completed before project construction. It shall also include placement of a conservation easement and preparation and implementation of a long-term management plan. If burrowing owls are observed during surveys, notification shall also be submitted to the California Natural Diversity Database (CNDDDB; see <https://wildlife.ca.gov/Data/CNDDDB/Submitting-Data>).

90. **BIO IV-5.** If project activities must be conducted during the nesting season (February 15 and September 1), a pre-construction nesting bird survey shall be conducted by a qualified biologist within 714 days of vegetation removal or initial ground disturbance. The survey shall include the project site, any off-site disturbance areas, and within a minimum of 500 feet of all project areas, surrounding vicinity to identify the location and status of any nests that could potentially be affected either directly or indirectly by project activities. A letter report summarizing the survey results shall be submitted to the Community Development Department within 30 days following the pre-construction survey. If nesting birds are not present on-site or within a minimum 500 feet of the project site during pre-construction surveys, further avoidance and minimization measures for nesting bird habitat are not required.

If active nests of native nesting bird species are identified during the nesting bird survey, a work exclusion zone shall be established around each nest by the qualified biologist. Established exclusion zones shall remain in place until all young in the nest have fledged or the nest otherwise becomes inactive (e.g., due to predation). Appropriate exclusion zone sizes shall be determined by a qualified biologist. The qualified biologist shall be on site daily for the first week during Project activities, and then weekly thereafter until the nest is no longer active, to observe all active bird and raptor nests and to ensure that Project activities do not cause nest disturbance. If the qualified biologist observes birds and/or raptors displaying potential nest disturbance behavior, the qualified biologist shall cease work and consult with CDFW before resuming Project activities. In this event, Project activities shall not resume without CDFW's written permission.

91. **CUL V-1.** Prior to grading permit issuance, the applicant shall submit plans to the Community Development Department for review and approval which indicate (via notation on the improvement plans) that if historic and/or cultural resources are encountered during site grading or other site work or off-site work, all such work shall be halted immediately within 100 feet and the applicant shall immediately notify the Community Development Department of the discovery. In such case, the applicant shall be required, at their own expense, to retain the services of a qualified archaeologist meeting the Secretary of the Interior's Professional Qualification Standards for prehistoric and historic archaeologist for the purpose of recording, protecting, or curating the discovery as appropriate. The archaeologist shall be required to submit to the Community Development Department for review and approval a report of the findings and method of curation or protection of the resources. Further grading or site work within the area of discovery shall not be allowed until the preceding work has occurred.
92. **CUL V-2.** If human remains, or remains that are potentially human, are found during construction, a professional archeologist shall ensure reasonable protection measures are taken to protect the discovery from disturbance. The archaeologist shall notify the Napa County Coroner (per §7050.5 of the State Health and Safety Code). The provisions of §7050.5 of the California Health and Safety Code, §5097.98 of the California Public Resources Code, and Assembly Bill 2641 will be implemented. If the Coroner determines the remains are Native American and not the result of a crime scene, then the Coroner will notify the Native American Heritage Commission (NAHC), which then will designate a Native American Most Likely Descendant (MLD) for the project (§5097.98 of the Public Resources Code). The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. If the applicant does not agree with the recommendations of the MLD, the NAHC can mediate (§5097.94 of the Public Resources Code). If an agreement is not reached, the qualified archaeologist or most likely descendent must rebury the remains where they will not be further disturbed (§5097.98 of the Public Resources Code). This will

also include either recording the site with the NAHC or the appropriate Information Center, using an open space or conservation zoning designation or easement, or recording a reinternment document with the county in which the property is located (AB 2641). Work cannot resume within the no-work radius until the lead agencies, through consultation as appropriate, determine that the treatment measures have been completed to their satisfaction.

93. **GEO VII-1, VII-2, VII-4, and VII-5.** Prior to approval of any building permits, the project Civil Engineer shall show on the project plans that the project design would adhere to all engineering recommendations provided in the site-specific Geologic Hazards and Preliminary Geotechnical Investigation prepared by Giblin Associates and the Soil Investigation prepared by Reese & Associates. The project plans shall include, but would not be limited to, the use of mat slabs, post-tensioned slabs on-grade, imported non-expansive fill under conventional floor slabs, appropriate setbacks from fault zones, stabilization of potential landslide areas, and structural design in accordance with Site Class C of the CBSC Ground Motion Parameters. Project plans shall be subject to review and approval by the City Engineering Division.
94. **GEO VII-3.** Prior to the issuance of a grading permit, the project applicant shall prepare to the satisfaction of the Community Development Department, an erosion control plan that utilizes standard construction practices to limit the erosion effects during construction of the proposed project. Actions should include, but are not limited to, the following:
 - a. Hydro-seeding;
 - b. Placement of erosion control measures within drainage ways and ahead of drop inlets;
 - c. The temporary lining (during construction activities) of drop inlets with “filter fabric”;
 - d. The placement of straw wattles along slope contours;
 - e. Use of a designated equipment and vehicle “wash-out” location;
 - f. Use of siltation fences;
 - g. Use of on-site rock/gravel road at construction access points; and
 - h. Use of sediment basins and dust palliatives.
95. **GHG VIII-1.** Prior to issuance of building permits, the applicant shall submit proof to the Community Development Department for review and approval which indicate project compliance with the Tier 1 Energy Efficiency division of the Title 24 standards. Tier 1 Energy Efficiency for low-rise multifamily developments require the following measures:
 - a. Total Energy Design Rating (Total EDR) and Energy Efficiency Design Rating (Efficiency EDR) for the Proposed Design Building is included in the Certificate of Compliance documentation.
 - b. Quality Insulation Installation procedures specified in the Building Energy Efficiency Standards Reference Appendices RA3.5 are completed.
 - c. One of the following options is required:
 - i. A4.203.1.2.1 – Roof deck insulation or ducts in conditioned space.
 - ii. A4.203.1.2.2 – High performance walls.
 - iii. A4.203.1.2.3 – HERS-verified compact hot water distribution system.
 - iv. A4.203.1.2.4 – HERS-verified drain water heat recovery.
 - d. Buildings complying with the first level of advanced energy efficiency shall have additional integrated efficiency and onsite renewable energy generation sufficient to achieve a Total EDR of the Tier 1 value indicated by Table A4.203.1.1.1 or lower as calculated by Title 24, Part 6 Compliance Software approved by the Energy Commission. This Total EDR is in addition to meeting the Efficiency EDR.

- e. Local jurisdictions adopting Tier 1 or Tier 2, or considering community shared solar or storage options as specified, shall consult with the local electric service for acceptance.
96. **NOI XIII-1.** Prior to the approval of grading permits, the City shall establish the following related to the use of construction equipment:
- a. Construction activities (excluding activities that would result in a safety concern to the public or constructions workers) shall be limited to between the daytime hours of 7:00 AM and 7:00 PM daily;
 - b. Construction equipment shall be properly maintained and equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturers recommendations;
 - c. Equipment engine shrouds shall be closed during equipment operation;
 - d. When not in use, motorized construction equipment shall not be left idling for more than five minutes; and
 - e. Stationary equipment (power generators, compressors, etc.) shall be located at the furthest practical distance from nearby noise-sensitive land uses or sufficiently shielded to reduce noise-related impacts.
97. **TRANS XVII-1.** Prior to issuance of grading permits, the project applicant shall submit Improvement Plans that reflect the recommendations included in the Traffic Impact Study prepared by W-Trans. Specifically, the Improvement Plans shall reflect a pedestrian path or sidewalk between the project site and the existing terminus of the sidewalk on the south side of Napa Junction Road near the elementary school crossing. The Improvement Plans shall also reflect space for bicycle storage provided either on balconies or other outside spaces dedicated to each housing unit, in garages or other storage spaces for each unit, or through provision of bike racks. The recommendations made by W-Trans shall be confirmed by the City’s Public Works Department and/or the City Engineer prior to issuance of grading permits.
98. **TRANS XVII-2.** Prior to the first residential occupancy, the applicant shall implement the following TDM measures, as described in the TIS:
- a. Unbundled Parking;
 - b. Free Transit Passes;
 - c. Secure Bicycle Parking and Maintenance Tools;
 - d. Tele-Work/Compressed Schedules;
 - e. Carpooling and Ride-Matching Program;
 - f. Transportation Coordinator;
 - g. Welcome Packet for New Residents; and
 - h. Monitoring of Program Performance.
- Proof of implementation of the TDM measures shall be submitted to the City’s Community Development Department for review and approval.
99. **UTIL XIX-1.** The project applicant shall demonstrate compliance with the City’s Zero Water Footprint Policy by mitigating all new potable water demands with “wet-water” offsets by one or more of the following options to ensure the proposed project results in a net zero increase in demand for potable water:
- a. Reducing existing potable water demands on-site;
 - b. Funding programs or constructing projects that would conserve an equivalent amount of water elsewhere within the water service area;

- c. Funding of and/or constructing projects that would increase an equivalent amount of recycled water use elsewhere within the water service area where potable water is currently used; and/or
- d. Purchasing new water supplies from other water providers.

Compliance with the Zero Water Footprint Policy shall be ensured by submission of a “Will-Serve” Water Application to the City’s Public Works Department for review and approval. Project plans shall demonstrate the applicant’s inclusion of the selected wet-water offsets.

- 100. **UTIL XIX-2.** The project shall be designed and constructed with purple irrigation pipe so that reclaimed water may be used for landscape irrigation purposes. The project shall use recycled water for irrigation in the event recycled water becomes available at the site.
- 101. **UTIL XIX-3.** At the time of issuance of building permits, the project applicant shall pay all updated water capacity and impact fees in effect, to the extent they are not subject to applicable fee credits, to provide funding for the City to acquire additional long-term water resources and improve and develop its treatment and distribution system. The fees will permit the City to exercise additional options for potable water capacity from the City of Vallejo and/or other sources, and will also provide for implementation of the recycled water system.
- 102. **UTIL XIX-4.** The project applicant shall pay to the City a monthly service charge to adequately cover the project’s costs associated with City supplying water through the City’s connection to the City of Vallejo, as determined by the Public Works Director.
- 103. **UTIL XIX-5.** Prior to issuance of building permits, the project shall be reviewed by the Community Development Department for consistency with the Water Conservation Guidelines. The project applicant shall incorporate water conservation Best Management Practices into the project.
- 104. **UTIL XIX-6.** Should additional project water be required, the proposed project shall comply with the City’s ordinances and regulations in effect at the time of authorization for additional water use. In addition, such changes in project use would trigger a new City Discretionary Review process, which would trigger re-evaluation of the proposed project’s water supply impacts.
- 105. **UTIL XIX-7.** Prior to issuance of building permits, the project applicant shall submit landscaping plans to the City of American Canyon for review and approval demonstrating that the proposed landscaping would comply with the requirements in the City’s Model Water Efficient Landscape Ordinance (AB 1881). The landscaping plan shall identify outdoor irrigation water conservation measures, such as, but not limited to:
 - a. Drought-resistant vegetation;
 - b. Irrigation systems employing the following features:
 - i. drip irrigation;
 - ii. low-precipitation-rate sprinklers;
 - iii. bubbler/soaker systems;
 - iv. programmable irrigation controllers with an automatic rain shutoff sensors and flow sensing capabilities (ET Smart Controller);
 - v. Matched precipitation rate nozzles that maximize the uniformity of the water distribution characteristics of the irrigation system;
 - vi. Conservative sprinkler spacings that minimize overspray onto paved surfaces; and
 - vii. Hydrozones that keep plants with similar water needs in the same irrigation zone

- c. Minimally or gently sloped landscaped areas to minimize runoff and maximize infiltration; and
- d. Organic topdressing in non-turf areas to decrease evaporation and increase water retention.

106. **COVID19 XXI-1.** The project applicant shall prepare a COVID-19 Exposure Control Plan which shall be included in the project construction site safety plan. The COVID-19 Exposure Control Plan shall comply with all regional and statewide orders related to the operation of construction sites and essential businesses during the COVID-19 pandemic, including but not limited to: social distancing requirements, masks for all workers, daily worker screening for potential symptoms, disinfecting protocols for all shared surfaces, avoidance of tool sharing, and provision of sufficient hand sanitizer for all workers. The COVID-19 Exposure Control Plan shall be submitted to the City of American Canyon Planning Department for review and approval prior to the issuance of grading permits.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 21st day of September, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Leon Garcia, Mayor

ATTEST:

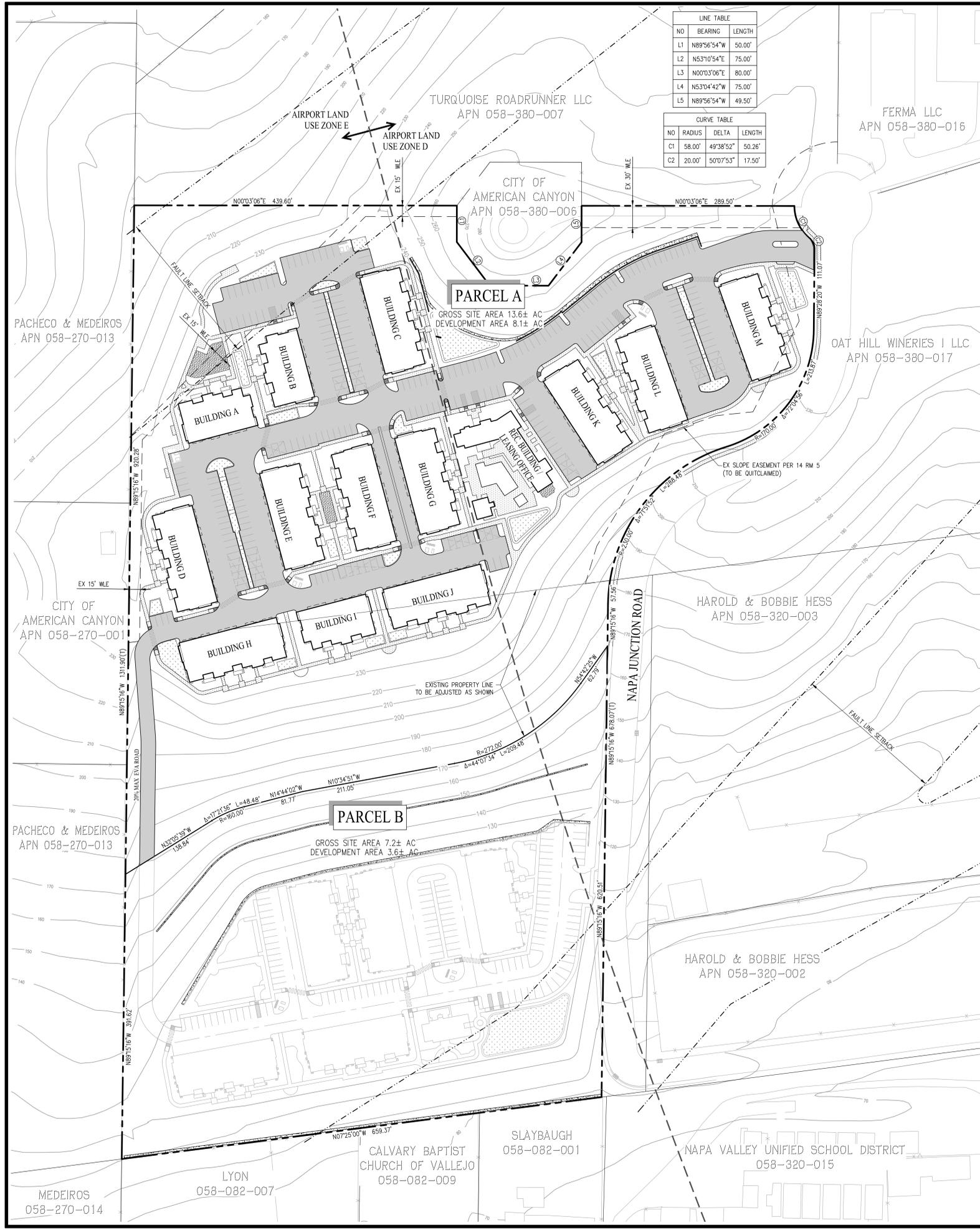
APPROVED AS TO FORM:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

EXHIBITS

- A. Parcel A Design Permit Plans
- B. Landscape Plans
- C. Architecture Plans



LINE TABLE

NO	BEARING	LENGTH
L1	N89°56'54"W	50.00'
L2	N53°10'54"E	75.00'
L3	N00°03'06"E	80.00'
L4	N53°04'42"W	75.00'
L5	N89°56'54"W	49.50'

CURVE TABLE

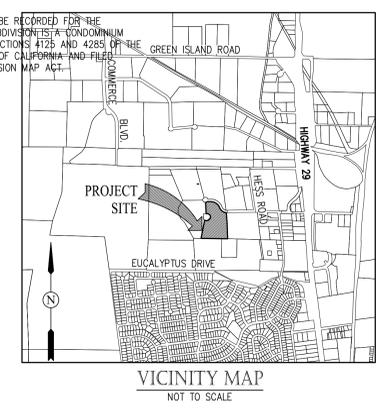
NO	RADIUS	DELTA	LENGTH
C1	58.00'	49°38'52"	50.26'
C2	20.00'	50°07'53"	17.50'

GENERAL NOTES

- OWNER: OAT HILL PROPERTIES II, LLC
PO BOX 3438
NAPA, CA 94558
- DEVELOPER: RH HESS DEVELOPMENT
3423 BROADWAY, SUITE D-5
AMERICAN CANYON, CA 94503
- CIVIL ENGINEER: CARLSON, BARBEE & GIBSON, INC.
2633 CAMINO RAMON
SAN RAMON, CA 94583
COLT ALVERNAZ P.E. #75740
PHONE: (925) 866-0322
- SOIL ENGINEER: REESE & ASSOCIATES
134 LYSTRA COURT
SANTA ROSA, CA 95403
PHONE: (707) 528-3078
- ARCHITECT: WILLIAM HEZMALHALCH ARCHITECTS
6111 BOLLINGER CANYON ROAD, SUITE 495
SAN RAMON, CA 94583
PHONE: (925) 463-1700
- LANDSCAPE ARCHITECT: VANDERTOOLEN ASSOCIATES
855 BORDEAUX WAY, SUITE 240
NAPA, CA 94558
PHONE: (707) 224-2299
- ASSESSORS PARCEL NO.: 058-380-008 & 058-320-001 (PORTION)
- SITE AREA: 13.6± ACRES
- LOTS: 1
- EXISTING GENERAL PLAN: COMMERCIAL SPECIALTY (CS)
PROPOSED GENERAL PLAN: RESIDENTIAL HIGH (RH-1)
- EXISTING ZONING: LIGHT INDUSTRIAL (LS)
PROPOSED ZONING: RESIDENTIAL HIGH (RH)
- EXISTING LAND USE: VACANT LAND
PROPOSED LAND USE: MULTI-FAMILY RESIDENTIAL
- DWELLING UNITS: 206
- SITE DENSITY: 15.1 DU/AC
- BENCHMARK: NAPA COUNTY BENCHMARK BM 934C. STATE WELL MONUMENT
STAMPED B-55 IN CUL DE SAC AT NORTH END OF LOMBARD ROAD.
EL = 58.37 FEET (NGVD29)
NAVD88 = NGVD29 + 2.4
- BASIS OF BEARINGS: BETWEEN TWO FOUND MONUMENTS IN EUCALYPTUS DRIVE, THE BEARING BEING N89°26'36"W, PER 23 RM 25, RECORDED JUNE 28, 2002, IN THE OFFICE OF THE COUNTY RECORDER
- FLOOD ZONE: ZONE X: AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN
SOURCE: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP, MAP NUMBER 06055C0617F
DATE: AUGUST 3, 2016
- UTILITIES:
WATER: CITY OF AMERICAN CANYON
SEWER: CITY OF AMERICAN CANYON
STORM DRAIN: CITY OF AMERICAN CANYON
GAS & ELECTRIC: PG&E
TELEPHONE: PACIFIC BELL
- BOUNDARY: AS SHOWN WAS COMPILED FROM RECORD INFORMATION AND DOES NOT REPRESENT A SURVEY OF THE PROPERTY.

ATTACHMENT 4

EXHIBIT A



RH ZONING STANDARDS

MINIMUM STANDARDS	ZONING	PROJECT
MINIMUM LOT AREA	20,000 SF	13.6± AC
MINIMUM LOT WIDTH	100 FT	100 FT ±
MINIMUM LOT DEPTH	100 FT	100 FT ±
MINIMUM SETBACK		
FIRST STORY	5 FT	20 FT
SECOND STORY/ REAR/STREET	10 FT	20 FT
MINIMUM BUILDING SEPARATION	-- FT	20 FT
MAXIMUM FLOOR AREA RATIO	50 %	17%
MAXIMUM BUILDING HEIGHT	42 FT	40 FT

DEVELOPMENT AREA SUMMARY - 13.6± ACRES
(AFTER LOT LINE ADJUSTMENT)

BUILDING FOOTPRINT:	97,930± SF	2.24± AC
PARKING/ASPHALT:	138,146± SF	3.17± AC
SIDEWALK/OTHER CONCRETE:	30,469± SF	0.70± AC
TRASH ENCLOSURE	1,290± SF	0.03± AC
LANDSCAPED AREA: *	94,923± SF	2.17± AC
WATER QUALITY BASIN (OFF-SITE):	N/A	N/A
OPEN SPACE:	229,421± SF	5.28± AC
TOTAL:	592,179± SF	13.6± AC
TOTAL IMPERVIOUS AREAS:	267,835± SF	6.15± AC
BUILDING COVERAGE:	17%	
*REQUIRED LANDSCAPED AREA (10% OF PARKING/ASPHALT AREA):	13,814 SF	0.31 AC

LEGEND

PROPOSED

- EXISTING BOUNDARY
- RIGHT OF WAY
- PROPOSED LOT LINE
- EXISTING LOT LINE
- TOP OF CURB
- CENTERLINE
- EASEMENT LINE
- FAULTLINE SETBACK
- AIRPORT LAND USE ZONE LINE
- LOT NUMBER
- FINISHED FLOOR ELEVATION
- 10' CONTOUR
- PARKING COUNT
- COVERED PARKING
- LOT DIMENSION
- STORM DRAIN AND CATCH BASIN
- SANITARY SEWER AND MANHOLE
- PUBLIC WATER MAIN AND VALVE
- PRIVATE WATER MAIN AND VALVE
- PRIVATE FIRE SERVICE WATER MAIN AND VALVE
- JOINT TRENCH
- LATERAL SERVICE
- FIELD INLET
- FIRE HYDRANT
- STREET LIGHT
- ASPHALT PAVEMENT
- CONCRETE WALKWAY
- BIORETENTION AREA
- TURF AREA

EXISTING

- EX 12" W WATER MAIN AND VALVE
- EX 8" SS SANITARY SEWER AND MANHOLE
- EX 30" STORM DRAIN AND CATCH BASIN
- UTILITY POLE
- FIRE HYDRANT

COMPACT

- DOUBLE DETECTOR CHECK VALVE
- EMERGENCY VEHICLE ACCESS
- EXISTING
- FIRE DEPARTMENT CONNECTION
- FINISHED GRADE
- FLOW LINE
- TOP OF CURB
- HIGH POINT
- INVERT
- LOW POINT
- POST INDICATOR VALVE
- SANITARY SERVICE CLEAN OUT
- TRASH ENCLOSURE
- WATER LINE EASEMENT

SHEET INDEX

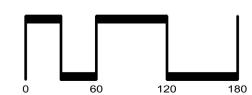
- PROJECT OVERVIEW
- TECHNICAL SITE PLAN
- PRELIMINARY GRADING & DRAINAGE PLAN
- PRELIMINARY UTILITY PLAN
- STREET SECTIONS & TRUCK TURNING PLAN
- GRADING CROSS SECTIONS
- PRELIMINARY STORMWATER CONTROL PLAN

DESIGN REVIEW

PROJECT OVERVIEW

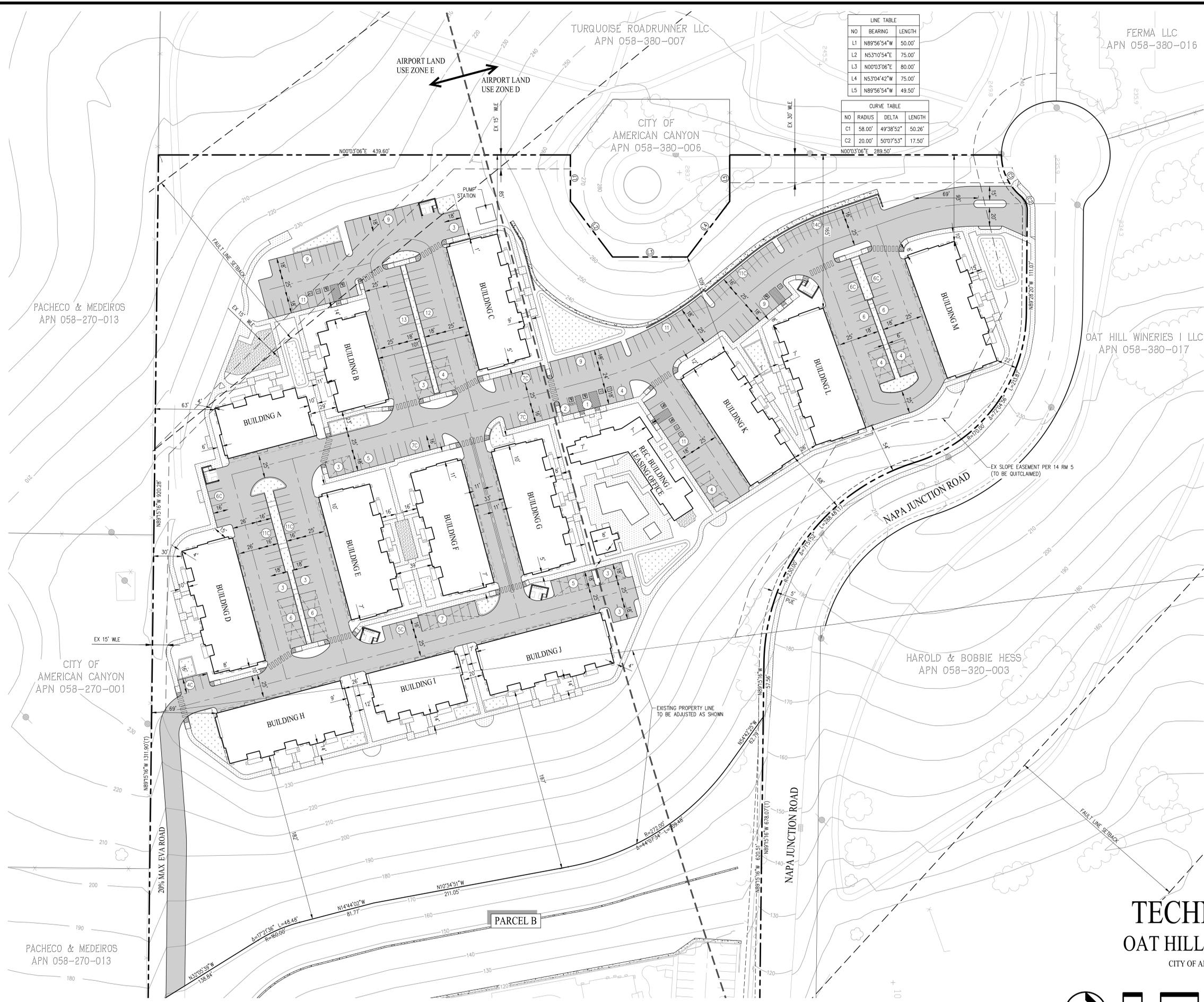
OAT HILL MULTI-FAMILY - PARCEL A

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA
SCALE: 1" = 60' DATE: FEBRUARY 2021



SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM

SHEET NO.
C-1
OF 7 SHEETS



LINE TABLE

NO	BEARING	LENGTH
L1	N89°56'54"W	50.00'
L2	N53°10'54"E	75.00'
L3	N00°03'06"E	80.00'
L4	N53°04'42"W	75.00'
L5	N89°56'54"W	49.50'

CURVE TABLE

NO	RADIUS	DELTA	LENGTH
C1	58.00'	49°38'52"	50.26'
C2	20.00'	50°07'53"	17.50'

LEGEND

- PROPOSED BOUNDARY
- RIGHT OF WAY
- PROPOSED LOT LINE
- EXISTING LOT LINE
- TOP OF CURB
- CENTERLINE
- EASEMENT LINE
- FAULTLINE SETBACK
- AIRPORT LAND USE ZONE LINE
- BUILDING DESIGNATION
- 210' CONTOUR
- PARKING COUNT
- COMPACT PARKING STALL
- PROPOSED ON STREET PARKING
- COVERED PARKING
- TRASH ENCLOSURE
- LOT DIMENSION
- ZERO EMISSIONS VEHICLE CHARGING STALL
- ACCESSIBLE PARKING (CALTRANS STD PLAN A90A)
- VAN ACCESSIBLE STALL

RH ZONING STANDARDS

MINIMUM STANDARDS	ZONING	PROJECT
MINIMUM LOT AREA	20,000 SF	13.6 ± AC
MINIMUM LOT WIDTH	100 FT	100 FT +
MINIMUM LOT DEPTH	100 FT	100 FT +
MINIMUM SETBACK		
FIRST STORY	5 FT	20 FT
SECOND STORY REAR/STREET	10 FT	20 FT
MINIMUM BUILDING SEPARATION	- FT	20 FT
MAXIMUM FLOOR AREA RATIO	50 %	17 %
MAXIMUM BUILDING HEIGHT	42 FT	40 FT

UNIT SUMMARY

	UNITS	BLDGs	TOTAL UNITS
12-UNIT BLDG	12	3	36
17-UNIT BLDG	17	10	170
TOTAL	13		206

PARKING SUMMARY - REQUIRED

UNIT TYPE	QTY	RATIO	COVERED PARKING REQUIRED	OPEN PARKING REQUIRED	GUEST PARKING REQUIRED	TOTAL REQUIRED
1 BED	52	1 COVERED SPACE, PLUS 0.5 UNCOVERED SPACES	52	26	13	91
2 BED	108	1 COVERED SPACE, PLUS 1 UNCOVERED SPACE, PLUS 1 GUEST SPACE PER 4 UNITS	108	108	27	243
3 BED	46		46	46	12	104
TOTALS	206		206	180	52	438

PARKING SUMMARY - PROVIDED

GARAGE	CARPORTS	HEAD IN	OFF SITE	TOTAL
157	49	222	23	451

PARKING NOTES:
 7 TOTAL ADA PARKING STALLS PROVIDED (1 VAN)
 7 TOTAL ELECTRIC VEHICLE STALLS PROVIDED

DESIGN REVIEW
TECHNICAL SITE PLAN
 OAT HILL MULTI-FAMILY - PARCEL A

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA
 SCALE: 1" = 40' DATE: FEBRUARY 2021

cbg CIVIL ENGINEERS • SURVEYORS • PLANNERS
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SHEET NO. **C-2**
 OF 7 SHEETS



LEGEND

	EXISTING BOUNDARY
	RIGHT OF WAY
	PROPOSED LOT LINE
	EXISTING LOT LINE
	TOP OF CURB
	CENTERLINE
	EASEMENT LINE
	FAULTLINE SETBACK
	AIRPORT LAND USE ZONE LINE
	TOP OF SLOPE/DAYLIGHT
	PROPOSED RETAINING WALL
	FF 237.0
	P 236.0
	BUILDING G
	10' CONTOUR
	CUT-FILL LINE
	STORM DRAIN, CATCH BASIN AND MANHOLE
	FG
	FL
	TC
	HP
	INV
	LP

EARTHWORK SUMMARY

DESCRIPTION	CUT (C.Y.)	FILL (C.Y.)
ROUGH GRADING	15,000	15,000

- EARTHWORK NOTES:**
- CONTRACTOR IS RESPONSIBLE TO COORDINATE WITH UTILITY CONTRACTOR TO DETERMINE STREET UNDERCUT AND TO BALANCE SITE AS NEEDED. UTILITY CONTRACTOR TO DETERMINE ANTICIPATED SPOILS BASED ON CONSTRUCTION METHOD.
 - CONTRACTOR TO DETERMINE EARTHWORK QUANTITIES AND SHALL NOTIFY ENGINEER AND OWNER PRIOR TO STARTING CONSTRUCTION.
 - ADDITIONAL MATERIALS MAY BE REQUIRED TO BALANCE.
 - EARTHWORK QUANTITIES DO NOT INCLUDE ANY REMEDIAL GRADING AND/OR OVER-EXCAVATION THAT MAY BE NECESSARY.
 - EARTHWORK QUANTITIES ASSUME THAT SITE WILL BE PREVIOUSLY MASS GRADED.

- NOTES:**
- ALL STREET ELEVATIONS ARE PAVEMENT GRADES UNLESS NOTED OTHERWISE.
 - ALL EXISTING TREES AND/OR VEGETATION WITHIN GRADING LIMITS TO BE REMOVED.
 - THE ROOF DRAINS WILL DISCHARGE EITHER DIRECTLY TO A PAVED SURFACE OR TO THRU-THE-CURB DRAINS. FINAL ROOF DRAIN LOCATIONS TO BE DETERMINED WITH FINAL DESIGN.
 - DRIVE ISLES WILL HAVE A CROSS SLOPE BETWEEN 1% AND 4%.
 - THE PROJECT IS NOT LOCATED WITHIN A FEMA FLOODPLAIN.
 - SEE SHEET C-6 FOR GRADING CROSS SECTIONS

DESIGN REVIEW
**PRELIMINARY GRADING
 & DRAINAGE PLAN**
 OAT HILL MULTI-FAMILY - PARCEL A
 CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA
 SCALE: 1" = 40' DATE: FEBRUARY 2021

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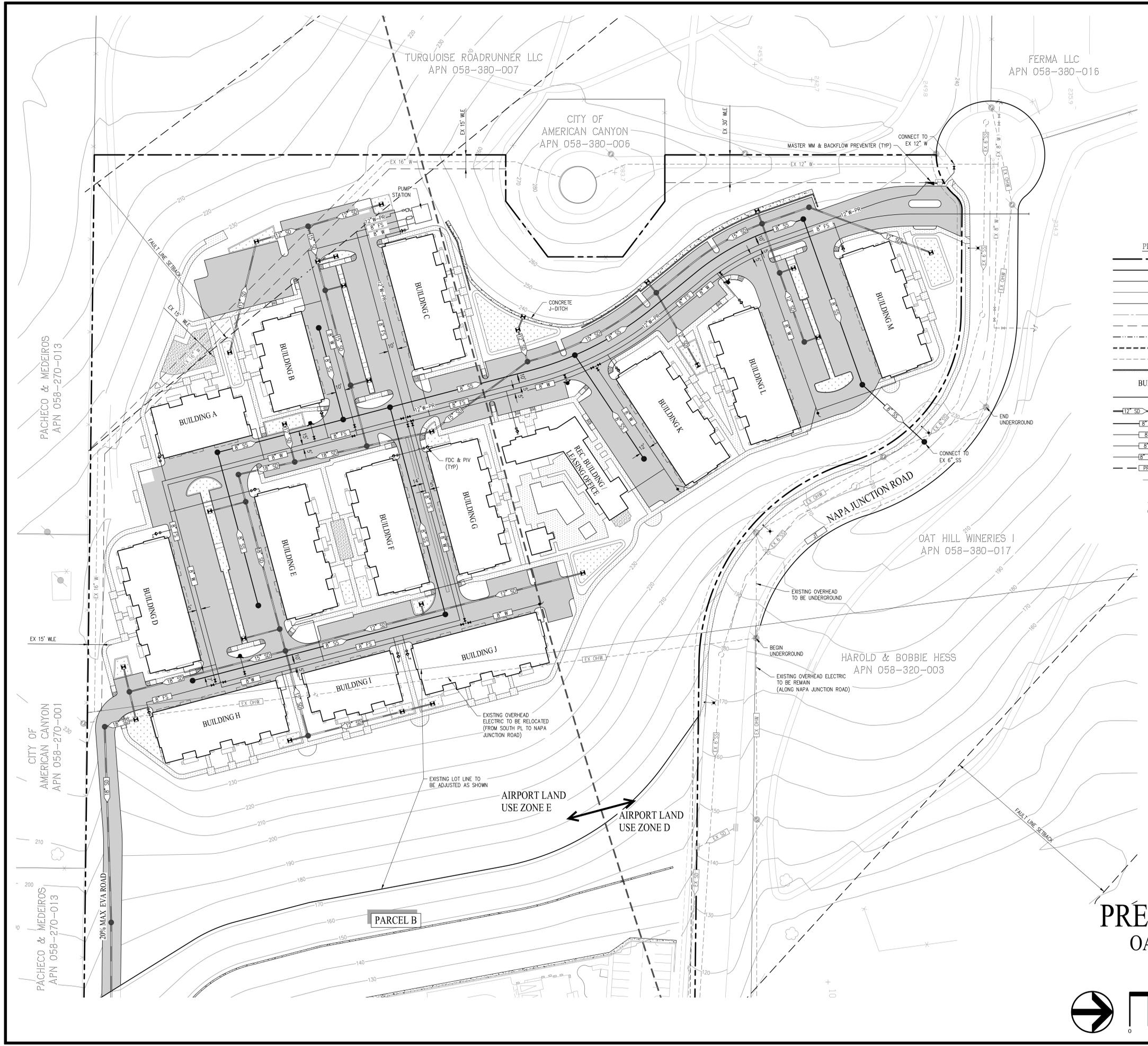
SHEET NO.
C-3
 OF 7 SHEETS

NOTES:

1. ELECTRIC, TELEPHONE, AND CABLE SERVICE WILL BE PROVIDED FROM EXISTING FACILITIES ON NAPA JUNCTION ROAD. FINAL POINTS OF CONNECTION TO BE DETERMINED AT FINAL DESIGN.
2. EXISTING OVERHEAD LINES ON NAPA JUNCTION ROAD WILL REMAIN.
3. PROPOSED SANITARY SEWER MANHOLE CONNECTION ON NAPA JUNCTION ROAD MAY INCORPORATE A DROP STRUCTURE TO BE DETAILED ON THE CONSTRUCTION PLANS.

LEGEND

PROPOSED		EXISTING	
	EXISTING BOUNDARY		STORM DRAIN, CATCH BASIN & MANHOLE
	RIGHT OF WAY		WATER MAIN AND VALVE
	PROPOSED LOT LINE		SANITARY SEWER AND MANHOLE
	EXISTING LOT LINE		UTILITY POLE
	TOP OF CURB		FIRE HYDRANT
	CENTERLINE		EXISTING 10' CONTOUR
	EASEMENT LINE		PROPOSED 10' CONTOUR
	FAULTLINE SETBACK		
	AIRPORT LAND USE ZONE LINE		
	TOP/TOE OF SLOPE		
	PROPOSED RETAINING WALL		
	BUILDING DESIGNATION		
	10' CONTOUR		
	STORM DRAIN, CATCH BASIN & MANHOLE		
	SANITARY SEWER AND MANHOLE		
	PRIVATE WATER MAIN AND VALVE		
	PRIVATE FIRE SERVICE WATER MAIN AND VALVE		
	PRIVATE PUMP SUPPLY WATER MAIN AND VALVE		
	JOINT TRENCH		
	LATERAL SERVICE		
	FIELD INLET		
	FIRE HYDRANT		
	STREET LIGHT		
	PIV		
	FDC		

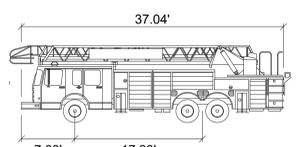
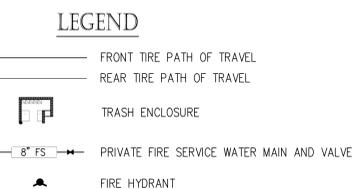
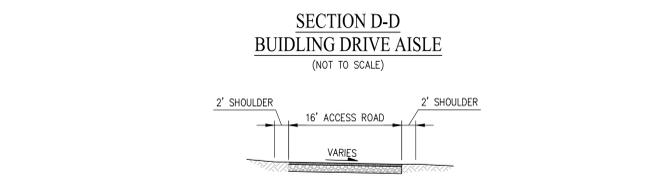
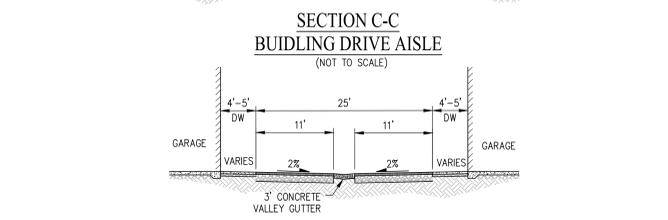
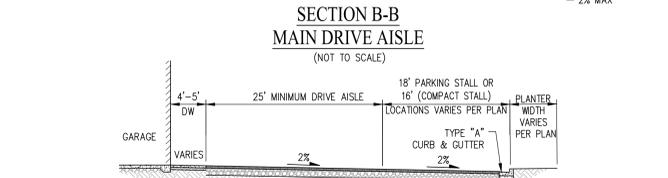
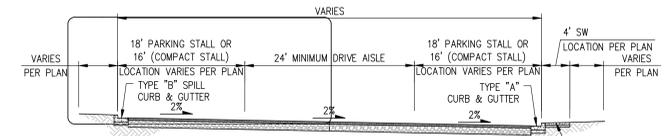
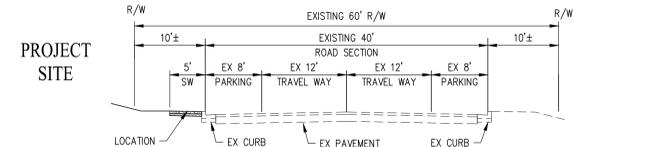
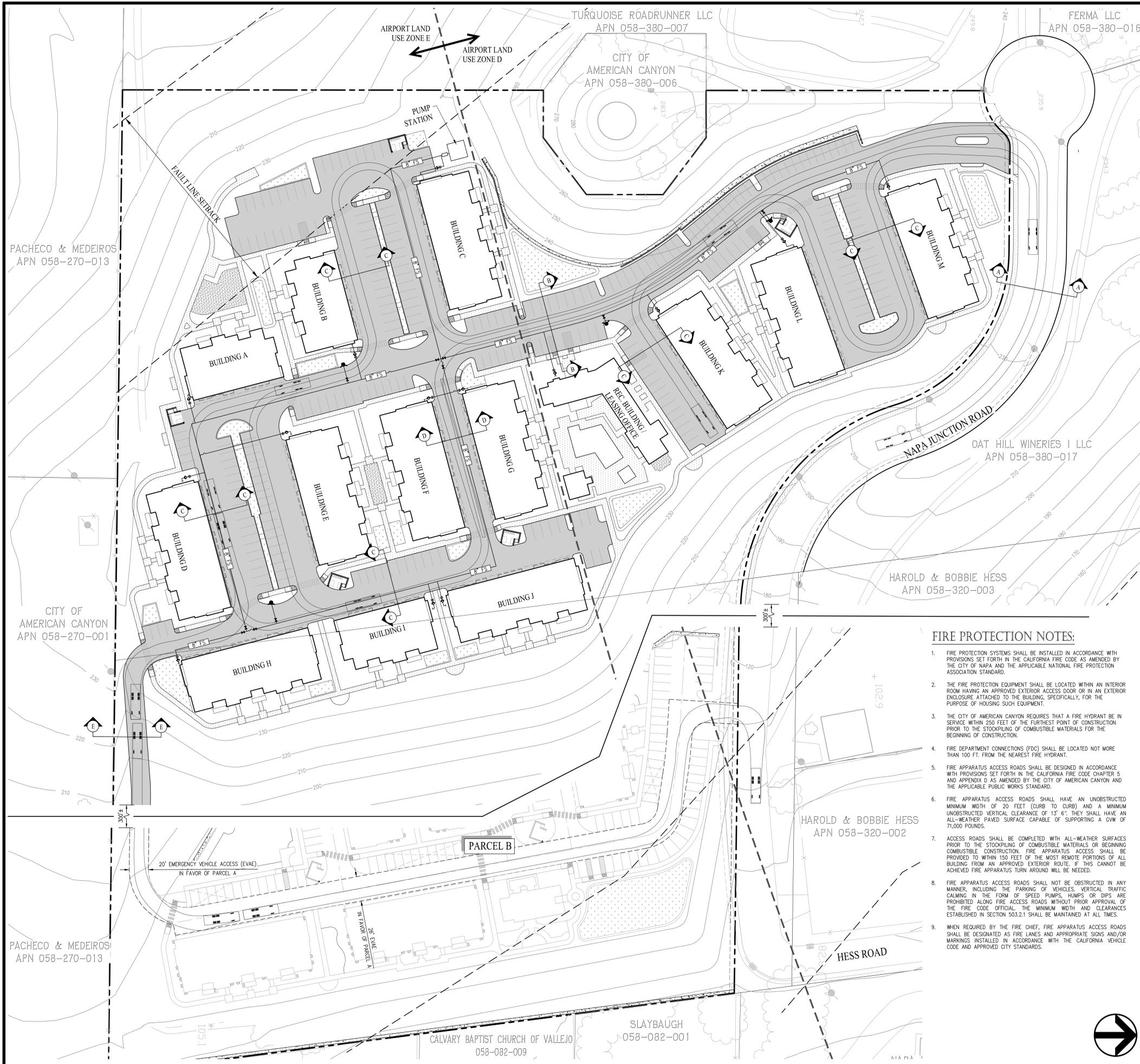


DESIGN REVIEW
PRELIMINARY UTILITY PLAN
 OAT HILL MULTI-FAMILY - PARCEL A

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA
 SCALE: 1" = 40' DATE: FEBRUARY 2021

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SHEET NO.
C-4
 OF 7 SHEETS



AMERICAN LA FRANCE 75' AERIAL

Width	: 10.00'
Track	: 8.50'
Lock to Lock Time	: 6.00'
Steering Angle	: 45.00

TRUCK DIMENSIONS
DETAIL NOT TO SCALE

- FIRE PROTECTION NOTES:**
- FIRE PROTECTION SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH PROVISIONS SET FORTH IN THE CALIFORNIA FIRE CODE AS AMENDED BY THE CITY OF NAPA AND THE APPLICABLE NATIONAL FIRE PROTECTION ASSOCIATION STANDARD.
 - THE FIRE PROTECTION EQUIPMENT SHALL BE LOCATED WITHIN AN INTERIOR ROOM HAVING AN APPROVED EXTERIOR ACCESS DOOR OR IN AN EXTERIOR ENCLOSURE ATTACHED TO THE BUILDING, SPECIFICALLY, FOR THE PURPOSE OF HOUSING SUCH EQUIPMENT.
 - THE CITY OF AMERICAN CANYON REQUIRES THAT A FIRE HYDRANT BE IN SERVICE WITHIN 250 FEET OF THE FURTHEST POINT OF CONSTRUCTION PRIOR TO THE STOCKPILING OF COMBUSTIBLE MATERIALS FOR THE BEGINNING OF CONSTRUCTION.
 - FIRE DEPARTMENT CONNECTIONS (FDC) SHALL BE LOCATED NOT MORE THAN 100 FT. FROM THE NEAREST FIRE HYDRANT.
 - FIRE APPARATUS ACCESS ROADS SHALL BE DESIGNED IN ACCORDANCE WITH PROVISIONS SET FORTH IN THE CALIFORNIA FIRE CODE CHAPTER 5 AND APPENDIX D AS AMENDED BY THE CITY OF AMERICAN CANYON AND THE APPLICABLE PUBLIC WORKS STANDARD.
 - FIRE APPARATUS ACCESS ROADS SHALL HAVE AN UNOBSTRUCTED MINIMUM WIDTH OF 20 FEET (CURB TO CURB) AND A MINIMUM UNOBSTRUCTED VERTICAL CLEARANCE OF 13' 6". THEY SHALL HAVE AN ALL-WEATHER PAVED SURFACE CAPABLE OF SUPPORTING A GVW OF 71,000 POUNDS.
 - ACCESS ROADS SHALL BE COMPLETED WITH ALL-WEATHER SURFACES PRIOR TO THE STOCKPILING OF COMBUSTIBLE MATERIALS OR BEGINNING COMBUSTIBLE CONSTRUCTION. FIRE APPARATUS ACCESS SHALL BE PROVIDED TO WITHIN 150 FEET OF THE MOST REMOTE PORTIONS OF ALL BUILDING FROM AN APPROVED EXTERIOR ROUTE. IF THIS CANNOT BE ACHIEVED FIRE APPARATUS TURN AROUND WILL BE NEEDED.
 - FIRE APPARATUS ACCESS ROADS SHALL NOT BE OBSTRUCTED IN ANY MANNER, INCLUDING THE PARKING OF VEHICLES, VERTICAL TRAFFIC CALMING IN THE FORM OF SPEED BUMPERS, HUMPS OR DEPS ARE PROHIBITED ALONG FIRE ACCESS ROADS WITHOUT PRIOR APPROVAL OF THE FIRE CODE OFFICIAL. THE MINIMUM WIDTH AND CLEARANCES ESTABLISHED IN SECTION 503.2.1 SHALL BE MAINTAINED AT ALL TIMES.
 - WHEN REQUIRED BY THE FIRE CHIEF, FIRE APPARATUS ACCESS ROADS SHALL BE DESIGNATED AS FIRE LANES AND APPROPRIATE SIGNS AND/OR MARKINGS INSTALLED IN ACCORDANCE WITH THE CALIFORNIA VEHICLE CODE AND APPROVED CITY STANDARDS.

FIRE FLOW NOTES:

1. BUILDING CONSTRUCTION TYPE:	TYPE VA
2. MAXIMUM BUILDING SQUARE FOOTAGE:	23,712 SF
3. REQUIRED FIRE FLOW PER FC, APPENDIX B: FULLY SPRINKLERED:	2,750 GPM
4. AVAILABLE FIRE FLOW AT PROJECT SITE:	1BD
5. MINIMUM NUMBER OF HYDRANTS:	1
6. AVERAGE HYDRANT SPACING:	500 FEET
7. PROJECT TO PROVIDE INCREASED NUMBER OF FIRE SPRINKLER HEADS OR OTHER APPROVED ALTERNATIVE.	

* CANNOT BE REDUCED TO LESS THAN 1,500 GPM

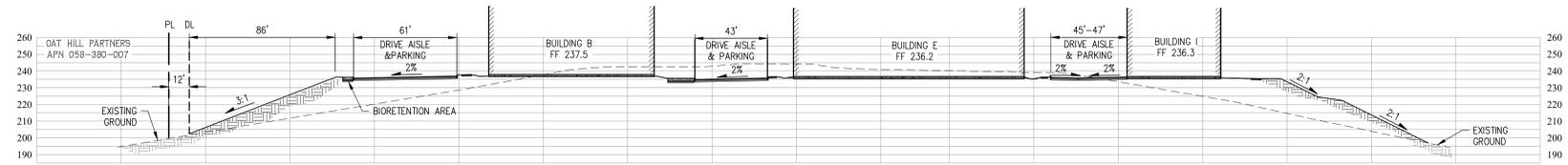
DESIGN REVIEW STREET SECTIONS & TRUCK TURNING PLAN OAT HILL MULTI-FAMILY - PARCEL A

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA
SCALE: 1" = 40' DATE: FEBRUARY 2021

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SAN RAMON : (925) 866-0322
SACRAMENTO : (916) 375-1877
WWW.CBANDG.COM

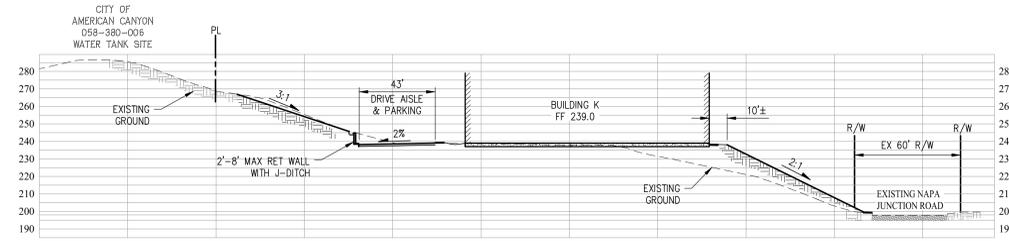
SHEET NO.
C-5
OF 7 SHEETS



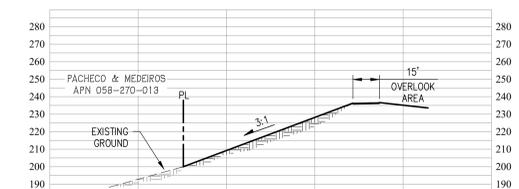
SECTION A-A
SCALE: 1" = 40'



SECTION B-B
SCALE: 1" = 40'



SECTION C-C
SCALE: 1" = 40'



SECTION D-D
SCALE: 1" = 40'

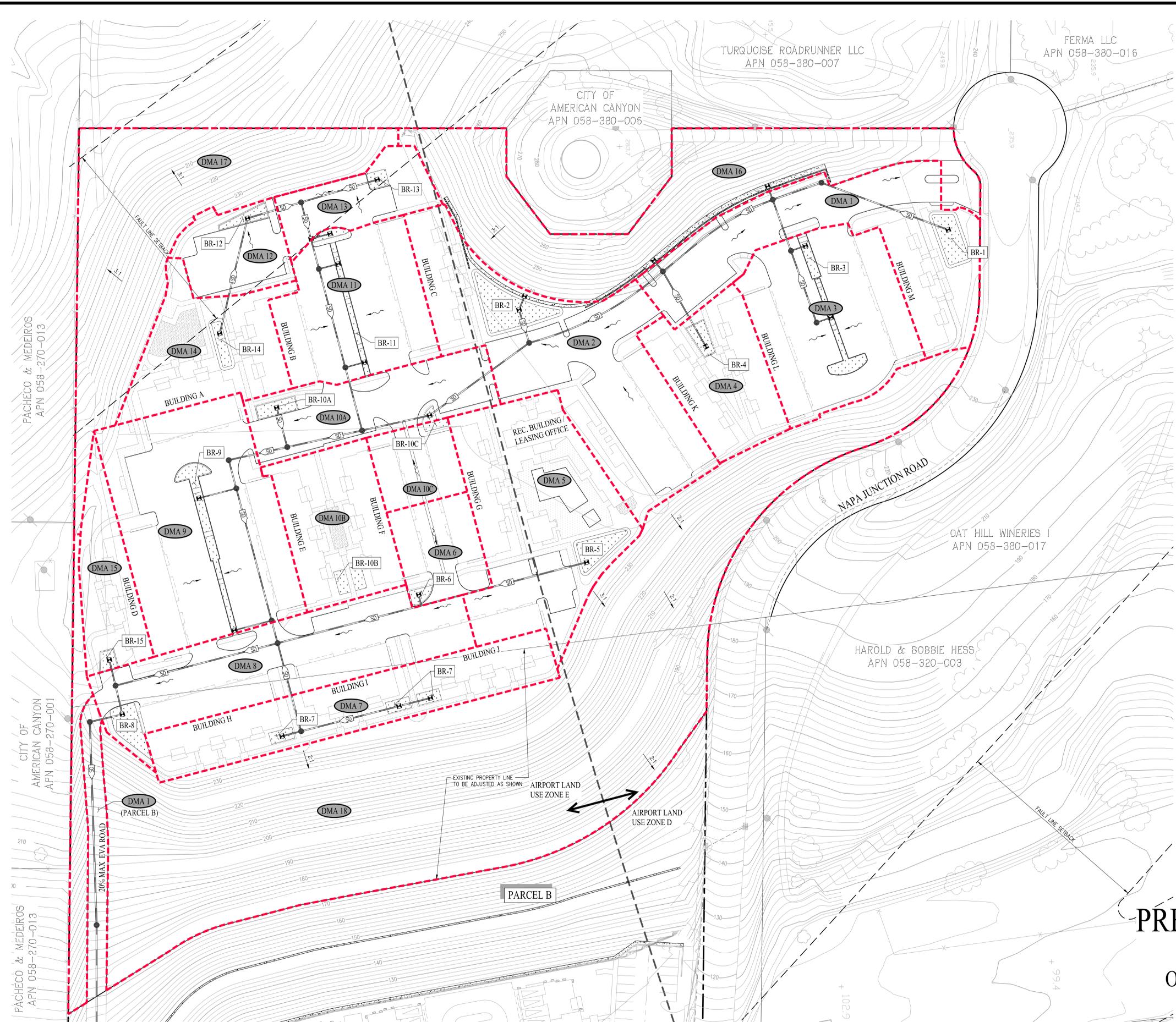
NOTES:
1. SECTION LOCATIONS ARE SHOWN ON SHEET C-3

DESIGN REVIEW GRADING CROSS SECTIONS OAT HILL MULTI-FAMILY - PARCEL A

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA
SCALE: 1" = 40' DATE: FEBRUARY 2021

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SHEET NO.
C-6
OF 7 SHEETS



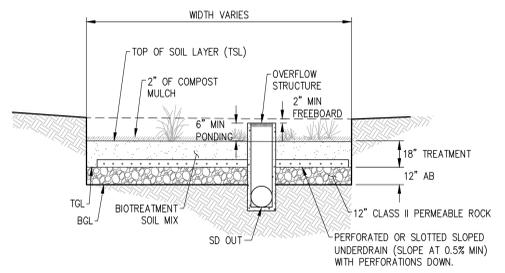
LEGEND

- EXISTING BOUNDARY
- RIGHT OF WAY
- PROPOSED LOT LINE
- EXISTING LOT LINE
- TOP OF CURB
- EASEMENT LINE
- FAULTLINE SETBACK
- AIRPORT LAND USE ZONE LINE
- TOP OF SLOPE/DAYLIGHT
- PROPOSED RETAINING WALL
- DRAINAGE AREA BOUNDARY
- BIORETENTION AREA
- DRAINAGE MANAGEMENT AREA
- BIORETENTION AREA
- PROPOSED STORM DRAIN

DRAINAGE MANAGEMENT AREA (DMA)	IMPERVIOUS AREA (SF)	PERVIOUS AREA (SF)	DRAINAGE AREA (SF)	REQUIRED TREATMENT AREA (SF)	PROVIDED TREATMENT AREA (SF)	TREATMENT TYPE
DMA 1	22,718	7,560	30,278	939	1,146	BIORETENTION
DMA 2	29,698	10,080	39,778	1228	2,266	BIORETENTION
DMA 3	24,712	2,200	26,912	997	1,244	BIORETENTION
DMA 4	10,580	4,673	15,253	442	537	BIORETENTION
DMA 5	22,033	11,350	33,383	927	988	BIORETENTION
DMA 6	7,795	1,005	8,800	316	316	BIORETENTION
DMA 7	14,957	7,623	22,580	629	876	BIORETENTION
DMA 8	25,645	4,278	29,923	1043	1,177	BIORETENTION
DMA 9	33,553	5,230	38,783	1363	1,477	BIORETENTION
DMA 10A	14,484	2,142	16,626	588	588	BIORETENTION
DMA 10B	10,280	6,127	16,407	436	588	BIORETENTION
DMA 10C	6,205	695	6,900	251	251	BIORETENTION
DMA 11	20,057	1,826	21,883	810	927	BIORETENTION
DMA 12	6,984	2,372	9,356	289	494	BIORETENTION
DMA 13	6,463	2,868	9,331	270	336	BIORETENTION
DMA 14	8,562	8,688	17,250	377	476	BIORETENTION
DMA 15	4,136	6,246	10,382	190	302	BIORETENTION
DMA 16	-	42,364	42,364	-	-	SELF-TREATING
DMA 17	-	42,685	42,685	-	-	SELF-TREATING
DMA 18	-	147,133	147,133	-	-	SELF-TREATING

NOTES

- VALUES IN THE TABLE ABOVE ARE ESTIMATED BASED UPON THE AVAILABLE INFORMATION AT THE TIME OF THIS MAP.
- REQUIRED TREATMENT AREAS CALCULATED USING THE 4% RULE WITH A FACTOR OF 1.0 FOR IMPERVIOUS AREAS AND 0.1 FOR PERVIOUS AREAS (NAPA COUNTY IMP SIZING TOOL).



BIORETENTION AREA

DESIGN REVIEW
PRELIMINARY STORMWATER CONTROL PLAN
 OAT HILL MULTI-FAMILY - PARCEL A

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA
 SCALE: 1" = 40' DATE: FEBRUARY 2021

SAN RAMON : (925) 866-0322
 SACRAMENTO : (916) 375-1877
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SHEET NO.
C-7
 OF 7 SHEETS



OVERALL LANDSCAPE SITE PLAN

CONCEPTUAL TREE PALETTE

TREES	BOTANICAL NAME	COMMON NAME	MIN. SIZE	WATER USE (WUCOLS)
	ACER BUERGERIANUM	TRIDENT MAPLE	24"BOX	MOD
	ACER PLATANOIDES 'CRIMSON SENTRY'	CRIMSON SENTRY NORWAY MAPLE	24"BOX	MOD
	ACER RUBRUM 'RED SUNSET'	RED SUNSET MAPLE	24"BOX	MOD
	GINKGO BILOBA 'PRINCETON SENTRY'	PRINCETON SENTRY GINKGO	24"BOX	MOD
	LAGERSTROEMIA X 'ARAPAHO'	ARAPAHO CRAPE MYRTLE	24"BOX	LOW
	LAGERSTROEMIA X 'ZUNI'	ZUNI CRAPE MYRTLE	24"BOX	LOW
	PISTACIA CHINENSIS 'KEITH DAVEY'	KEITH DAVEY CHINESE PISTACHE	24"BOX	LOW
	QUERCUS AGRIFOLIA	COAST LIVE OAK	24"BOX	V. LOW
	QUERCUS DOUGLASII	BLUE OAK	24"BOX	V. LOW
	QUERCUS LOBATA	VALLEY OAK	24"BOX	LOW

CONCEPTUAL SHRUB PALETTE

BOTANICAL NAME	COMMON NAME	MIN. SIZE	WATER USE (WUCOLS)
PROTOTYPICAL LANDSCAPE PALETTE			
	ACHILLEA MILLEFOLIUM	COMMON YARROW	1 GAL. LOW
	ANGIOZANTHOS HYBRID	KANGAROO PAW	1 GAL. LOW
	ARCTOSTAPHYLOS SPP.	MANZANITA	1 GAL. LOW
	CALLISTEMON V. 'BETTER JOHN'	DWARF WEEPING BOTTLE BRUSH	1 GAL. LOW
	CAREX TUMULICOLA	BERKELEY SEDGE	1 GAL. LOW
	CEANOTHUS SPP.	CALIFORNIA LILAC	5 GAL. LOW
	CISTUS SPP.	ROCK ROSE	5 GAL. LOW
	DESCHAMPSIA CAESPITOSA	TUFTED HAIR GRASS	1 GAL. LOW
	DIETES BICOLOR	FORTNIGHT LILY	5 GAL. LOW
	ELYMUS C. 'CANYON PRINCE'	WILD RYE	1 GAL. LOW
	ERIGERON GLAUCUS	SEASIDE DAISY	1 GAL. MOD
	EUONYMUS JAPONICUS	JAPANESE SPINDLE	1 GAL. LOW
	FESTUCA CALIFORNICA	CALIFORNIA FESCUE	1 GAL. MOD
	GELSEMIUM SEMPERVIRENS	CAROLINA JESSAMINE	5 GAL. LOW
	GREVILLEA	GREVILLEA	1 GAL. LOW
	HELIANTHEMUM NUMMULARIUM	SUN ROSE	1 GAL. MOD
	KNIPHOFIA UVARIA	TORCH LILY	1 GAL. LOW
	MUHLENBERGIA RIGENS	DEER GRASS	5 GAL. LOW
	MYRTUS C. 'COMPACTA'	DWARF MYRTLE	5 GAL. LOW
	MYOPORUM P. 'PROSTRATUM'	MYOPORUM	1 GAL. LOW
	NASSELLA PULCHRA	PURPLE NEEDLEGRASS	1 GAL. LOW
	PENNISETUM ORIENTALE	ORIENTAL FOUNTAIN GRASS	1 GAL. LOW
	PHORMIUM TENAX	NEW ZEALAND FLAX	5 GAL. LOW
	PRUNUS C. 'COMPACTA'	CAROLINA CHERRY	5 GAL. LOW
	SALVIA GREGGII	AUTUMN SAGE	1 GAL. LOW
	SALVIA LEUCANTHA	MEXICAN BUSH SAGE	5 GAL. LOW
	TEUCRIUM CHAMAEDRYS	GERMANDER	1 GAL. LOW
	VERBENA PERUVIANA	PERUVIAN VERBENA	1 GAL. LOW
	XYLOSMA C. 'COMPACTA'	COMPACT XYLOSMA	5 GAL. LOW
	ZAUSCHNERIA CALIFORNICA	CALIFORNIA FUCHSIA	1 GAL. LOW

LEGEND

- TURF
- NON-IRRIGATED NATIVE MIX HYDROSEED ON SLOPE
- BIO-RETENTION

ATTACHMENT 5

EXHIBIT B

RH HESS DEVELOPMENT
 3423 BROADWAY, SUITE D-5
 AMERICAN CANYON, CA 94503
 707.255.8075

OAT HILL MULTI-FAMILY
 American Canyon, California

OVERALL PLAN
 CONCEPTUAL LANDSCAPE PLAN
 OCTOBER 2020

vanderToolen Associates
 2295 Gateway Oaks Dr.
 Suite 125
 Sacramento, CA 95833
 tel: 707.224.2299
 www.vandertoolen.com

0' 25' 50' 100'
 SCALE: 1" = 50'-0"
 NORTH

L-1
 Project No. 04320

CONCEPTUAL TREE PALETTE

TREES	BOTANICAL NAME	COMMON NAME	MIN. SIZE	WATER USE (WUCOLS)
	ACER BUERGERIANUM	TRIDENT MAPLE	24"BOX	MOD
	ACER PLATANOIDES 'CRIMSON SENTRY'	CRIMSON SENTRY NORWAY MAPLE	24"BOX	MOD
	ACER RUBRUM 'RED SUNSET'	RED SUNSET MAPLE	24"BOX	MOD
	GINKGO BILOBA 'PRINCETON SENTRY'	PRINCETON SENTRY GINKGO	24"BOX	MOD
	LAGERSTROEMIA X 'ARAPAHO'	ARAPAHO CRAPE MYRTLE	24"BOX	LOW
	LAGERSTROEMIA X 'ZUNI'	ZUNI CRAPE MYRTLE	24"BOX	LOW
	PISTACIA CHINENSIS 'KEITH DAVEY'	KEITH DAVEY CHINESE PISTACHE	24"BOX	LOW
	QUERCUS AGRIFOLIA	COAST LIVE OAK	24"BOX	V. LOW
	QUERCUS DOUGLASII	BLUE OAK	24"BOX	V. LOW
	QUERCUS LOBATA	VALLEY OAK	24"BOX	LOW

MAILBOX LEGEND

- TURF
- NON-IRRIGATED NATIVE MIX HYDROSEED ON SLOPE
- BIO-RETENTION

MAILBOX LEGEND

(A) PROPOSED MAILBOX LOCATION. MAILBOX SIZES AND LOCATIONS ARE TO BE VERIFIED FOR USPS FINAL APPROVAL PRIOR TO INSTALLATION.

CONCEPTUAL SHRUB PALETTE

BOTANICAL NAME	COMMON NAME	MIN. SIZE	WATER USE (WUCOLS)
PROTOTYPICAL LANDSCAPE PALETTE			
ACHILLEA MILLEFOLIUM	COMMON YARROW	1 GAL.	LOW
ANIGONANTHOS HYBRID	KANGAROO PAW	1 GAL.	LOW
ARCTOSTAPHYLOS SPP.	MANZANITA	1 GAL.	LOW
CALLISTEMON V. 'BETTER JOHN'	DWARF WEEPING BOTTLE BRUSH	1 GAL.	LOW
CAREX TUMULICOLA	BERKELEY SEDGE	1 GAL.	LOW
CEANOETHUS SPP.	CALIFORNIA LILAC	5 GAL.	LOW
CISTUS SPP.	ROCK ROSE	5 GAL.	LOW
DESCHAMPSIA CAESPITOSA	TUFTED HAIR GRASS	1 GAL.	LOW
DIETES BICOLOR	FORTNIGHT LILY	5 GAL.	LOW
ELYMUS C. 'CANYON PRINCE'	WILD RYE	1 GAL.	LOW
ERIGERON GLAUCUS	SEASIDE DAISY	1 GAL.	MOD
EUONYMUS JAPONICUS	JAPANESE SPINDLE	1 GAL.	LOW
FESTUCA CALIFORNICA	CALIFORNIA FESCUE	1 GAL.	MOD
GELSEMIUM SEMPERVIRENS	CAROLINA JESSAMINE	5 GAL.	LOW
GREVILLEA NOELLII	GREVILLEA	1 GAL.	LOW
HELIANTHEMUM NUMMULARIUM	SUN ROSE	1 GAL.	MOD
KNIPHOFIA UVARIA	TOURCHILY	1 GAL.	LOW
MUHLENBERGIA RIGENS	DEER GRASS	5 GAL.	LOW
MYRTUS C. 'COMPACTA'	DWARF MYRTLE	5 GAL.	LOW
MYOPORUM P. 'PROSTRATUM'	MYOPORUM	1 GAL.	LOW
NASSELLA PULCHRA	PURPLE NEEDLEGRASS	1 GAL.	LOW
PENNISETUM ORIENTALE	ORIENTAL FOUNTAIN GRASS	1 GAL.	LOW
PHORMIUM TENAX	NEW ZEALAND FLAX	5 GAL.	LOW
PRUNUS C. 'COMPACTA'	CAROLINA CHERRY	5 GAL.	LOW
SALVIA GREGGII	AUTUMN SAGE	1 GAL.	LOW
SALVIA LEUCANTHA	MEXICAN BUSH SAGE	5 GAL.	LOW
TEUCRIUM CHAMADRYD	GERMANDER	1 GAL.	LOW
VERBENA PERUVIANA	PERUVIAN VERBENA	1 GAL.	LOW
XYLOSMA C. 'COMPACTA'	COMPACT XYLOSMA	5 GAL.	LOW
ZAUSCHNERIA CALIFORNICA	CALIFORNIA FUCHSIA	1 GAL.	LOW



RH HESS DEVELOPMENT
 3423 BROADWAY, SUITE D-5
 AMERICAN CANYON, CA 94503
 707.255.8075

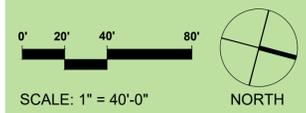
OAT HILL MULTI-FAMILY

American Canyon, California

PARCEL A ENLARGEMENT

CONCEPTUAL LANDSCAPE PLAN
 OCTOBER 2020

vanderToolen Associates
 2295 Gateway Oaks Dr.
 Suite 125
 Sacramento, CA 95833
 tel: 707.224.2299
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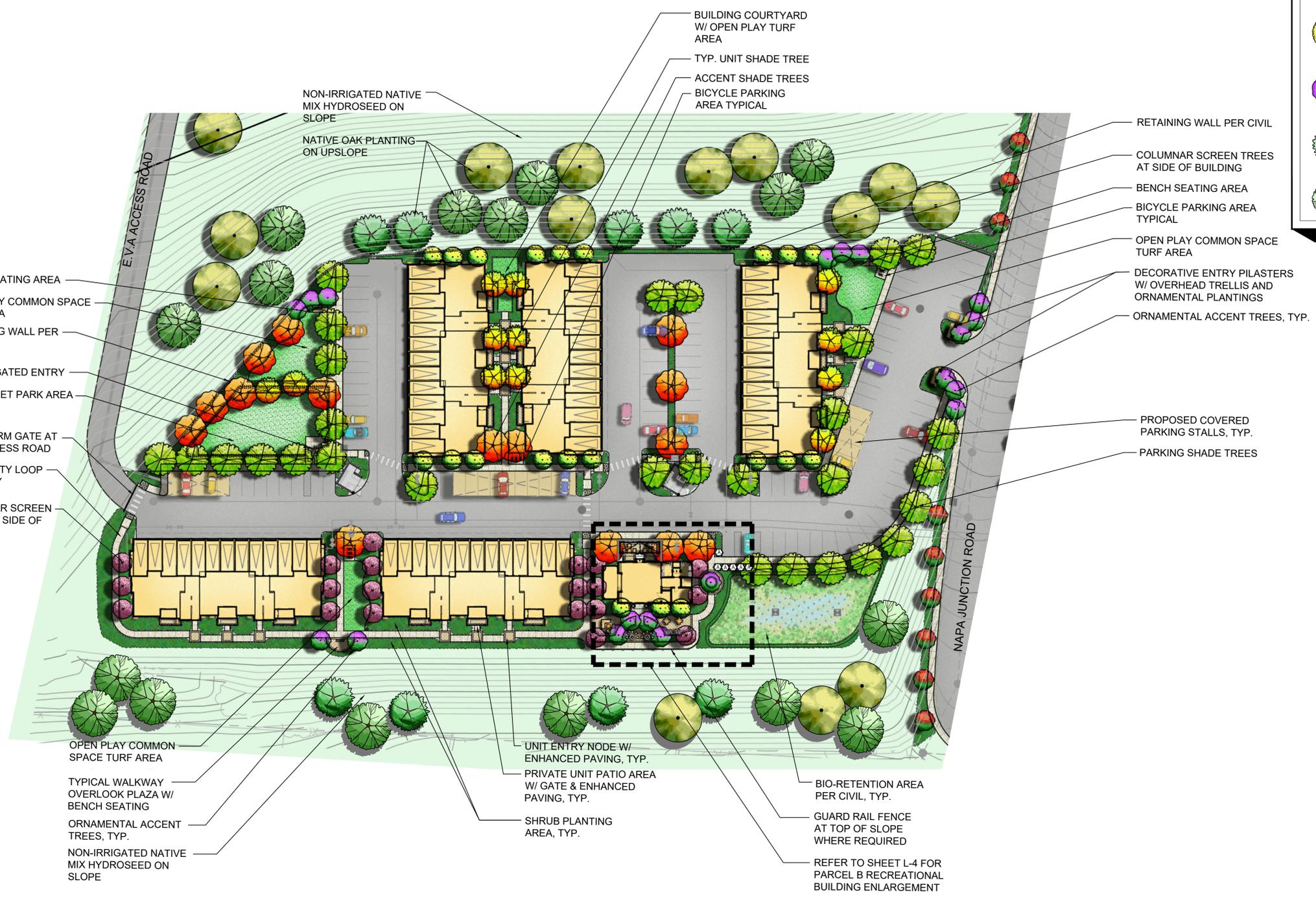
L-2
 Project No. 04320

CONCEPTUAL TREE PALETTE

TREES	BOTANICAL NAME	COMMON NAME	MIN. SIZE	WATER USE (WUCOLS)
	ACER BUERGERIANUM	TRIDENT MAPLE	24"BOX	MOD
	ACER PLATANOIDES 'CRIMSON SENTRY'	CRIMSON SENTRY NORWAY MAPLE	24"BOX	MOD
	ACER RUBRUM 'RED SUNSET'	RED SUNSET MAPLE	24"BOX	MOD
	GINKGO BILOBA 'PRINCETON SENTRY'	PRINCETON SENTRY GINKGO	24"BOX	MOD
	LAGERSTROEMIA X 'ARAPAHO'	ARAPAHO CRAPE MYRTLE	24"BOX	LOW
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	QUERCUS AGRIFOLIA	COAST LIVE OAK	24"BOX	V. LOW
	QUERCUS DOUGLASII	BLUE OAK	24"BOX	V. LOW
	QUERCUS LOBATA	VALLEY OAK	24"BOX	LOW

CONCEPTUAL SHRUB PALETTE

BOTANICAL NAME	COMMON NAME	MIN. SIZE	WATER USE (WUCOLS)
PROTOTYPICAL LANDSCAPE PALETTE			
ACHILLEA MILLEFOLIUM	COMMON YARROW	1 GAL.	LOW
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CALLISTEMON V. 'BETTER JOHN'	DWARF WEEPING BOTTLE BRUSH	1 GAL.	LOW
CAREX TUMULICOLA	BERKELEY SEDGE	1 GAL.	LOW
CEANOTHUS SPP.	CALIFORNIA LILAC	5 GAL.	LOW
CISTUS SPP.	ROCK ROSE	5 GAL.	LOW
DESCHAMPSIA CAESPITOSA	TUFTED HAIR GRASS	1 GAL.	LOW
DIETES BICOLOR	FORTNIGHT LILY	5 GAL.	LOW
ELYMUS C. 'CANYON PRINCE'	WILD RYE	1 GAL.	LOW
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GREVILLEA WOELLII	GREVILLEA	1 GAL.	LOW
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MUHLENBERGIA RIGENS	DEER GRASS	5 GAL.	LOW
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SALVIA LEUCANTHA	MEXICAN BUSH SAGE	5 GAL.	LOW
TEUCRIUM CHAMAEDRYIS	GERMANDER	1 GAL.	LOW
VERBENA PERUVIANA	PERUVIAN VERBENA	1 GAL.	LOW
XYLOSMA C. 'COMPACTA'	COMPACT XYLOSMA	5 GAL.	LOW
ZAUSCHNERIA CALIFORNICA	CALIFORNIA FUCHSIA	1 GAL.	LOW



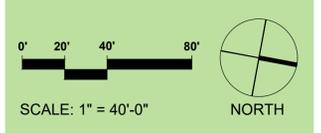
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 AMERICAN CANYON, CA 94503
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OAT HILL MULTI- FAMILY

American Canyon, California

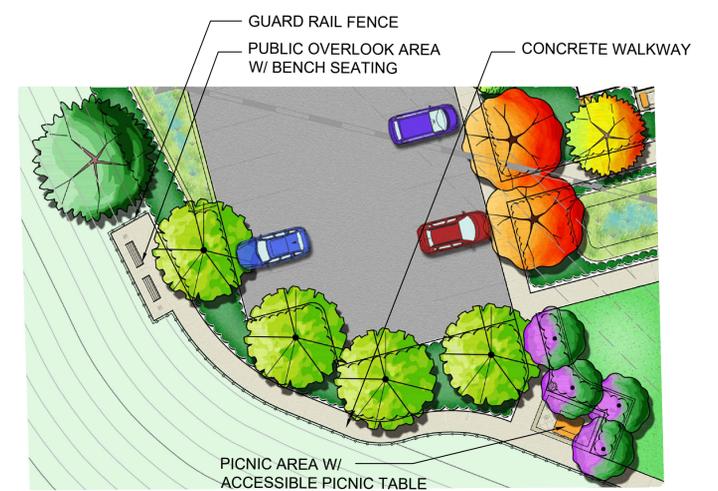
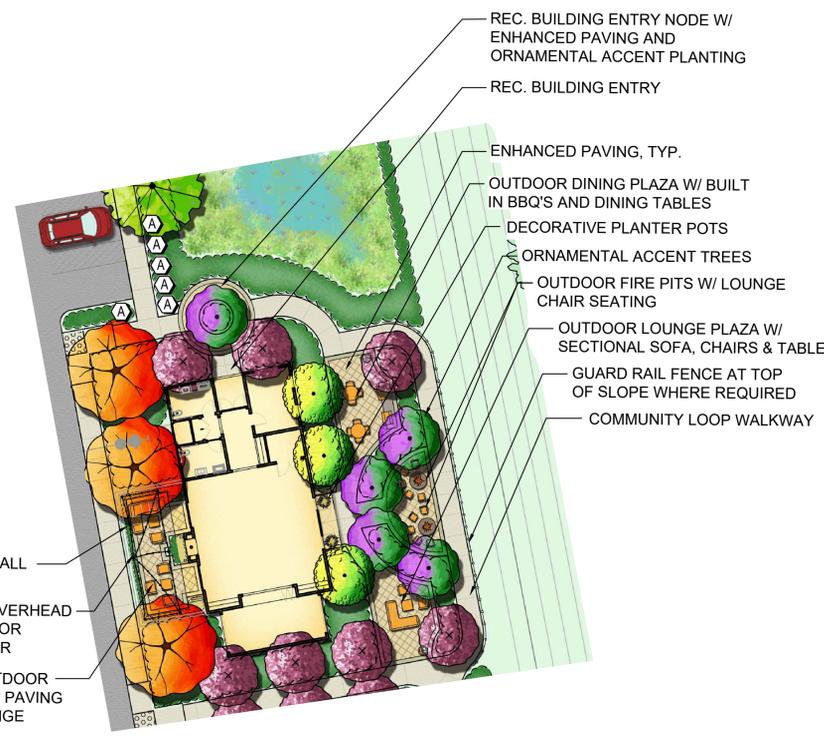
PARCEL B ENLARGEMENT

CONCEPTUAL LANDSCAPE PLAN
 OCTOBER 2020



L-3

Project No. 04320



PARCEL A RECREATIONAL BUILDING AND POOL AREA

PARCEL B RECREATIONAL BUILDING

PARCEL A PUBLIC OVERLOOK AREA

MAILBOX LEGEND

PROPOSED MAILBOX LOCATION. MAILBOX SIZES AND LOCATIONS ARE TO BE VERIFIED FOR USPS FINAL APPROVAL PRIOR TO INSTALLATION.

TURF

NON-IRRIGATED NATIVE MIX HYDROSEED ON SLOPE

BIO-RETENTION

CONCEPTUAL TREE PALETTE

TREES	BOTANICAL NAME	COMMON NAME	MIN. SIZE	WATER USE (WUCOLS)
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CONCEPTUAL SHRUB PALETTE

BOTANICAL NAME	COMMON NAME	MIN. SIZE	WATER USE (WUCOLS)
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CAREX TUMULICOLA	BERKELEY SEDGE	1 GAL.	LOW
CEANOTHUS SPP.	CALIFORNIA LILAC	5 GAL.	LOW
CISTUS SPP.	ROCK ROSE	5 GAL.	LOW
DESCHAMPSIA CAESPITOSA	TUFTED HAIR GRASS	1 GAL.	LOW
DICTES BICOLOR	FORTNIGHT LILY	5 GAL.	LOW
ELYMUS C. 'CANYON PRINCE'	WILD RYE	1 GAL.	LOW
ERIGERON GLAUCUS	SEASIDE DAISY	1 GAL.	MOD
EUONYMUS JAPONICUS	JAPANESE SPINDLE	1 GAL.	LOW
FESTUCA CALIFORNICA	CALIFORNIA FESCUE	1 GAL.	MOD
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MUHLENBERGIA RIGENS	DEER GRASS	5 GAL.	LOW
MYRTUS C. 'COMPACTA'	DWARF MYRTLE	5 GAL.	LOW
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VERBENA PERUVIANA	PERUVIAN VERBENA	1 GAL.	LOW
XYLOSMA C. 'COMPACTA'	COMPACT XYLOSMA	5 GAL.	LOW
ZAUSCHNERIA CALIFORNICA	CALIFORNIA FUCHSIA	1 GAL.	LOW

RH HESS DEVELOPMENT
3423 BROADWAY, SUITE D-5
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OAT HILL MULTI-FAMILY
American Canyon, California

RECREATIONAL BUILDING & PUBLIC OVERLOOK ENLARGEMENTS
CONCEPTUAL LANDSCAPE PLAN
OCTOBER 2020

vanderToolen Associates
2295 Gateway Oaks Dr.
Suite 125
Sacramento, CA 95833
tel: 707.224.2299
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0' 10' 20' 40'
SCALE: 1" = 20'-0"
NORTH

L-4
Project No. 04320



COMMUNITY ENTRY PILASTER & OVERHEAD TRELLIS FEATURE



OVERLOOK PLAZA WITH BENCH SEATING



OPEN TURF SPACE RECREATION



OPEN TURF SPACE RECREATION



FENCED IN OFF LEASH DOG PARK



PARCEL 'A' RECREATION BUILDING POOL



PARCEL 'A' RECREATION BUILDING JACUZZI SPA



PARCEL 'A' RECREATION BUILDING OPEN/COVERED FITNESS ROOM TURF AREA



PARCEL 'A' POOL AREA COVERED DAY BED



PARCEL 'A' POOL AREA CHAISE LOUNGE CHAIR



PARCEL 'A' POOL AREA OUTDOOR DINING TABLE



PARCEL 'B' RECREATION BUILDING OUTDOOR FIREPITS WITH LOUNGE SEATING



PARCEL 'B' RECREATION BUILDING BUILT IN BBQ PLAZA



PARCEL 'B' RECREATION BUILDING LOUNGE PLAZA SEATING



PARCEL 'B' RECREATION BUILDING OUTDOOR MULTI-PURPOSE ROOM OVERHEAD LIGHTS & SEATING



PARCEL 'B' RECREATION BUILDING OUTDOOR MULTI-PURPOSE ROOM WALL TRELLIS WITH VINES



METAL DOG PARK FENCE



METAL POOL FENCE



TOP OF SLOPE GUARD RAIL FENCE



DOUBLE GATED DOG PARK ENTRY



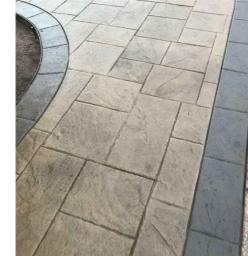
SITE BENCH SEATING



SITE TRASH RECEPTACLE



SITE CONCRETE PICNIC TABLE



ENHANCED STAMPED & COLORED CONCRETE PAVING



COLORED CONCRETE BANDS

RH HESS DEVELOPMENT
3423 BROADWAY, SUITE D-5
AMERICAN CANYON, CA 94503
707.255.8075

OAT HILL MULTI- FAMILY
American Canyon, California

CONCEPT LIFESTYLE IMAGERY
CONCEPTUAL LANDSCAPE PLAN
OCTOBER 2020

vanderToolen Associates
2295 Gateway Oaks Dr.
Suite 125
Sacramento, CA 95833
tel: 707.224.2299
www.vandertoolen.com



L-5
Project No. 04320

TREES



SHRUBS AND GROUNDCOVER



RH HESS DEVELOPMENT
 3423 BROADWAY, SUITE D-5
 AMERICAN CANYON, CA 94503
 707.255.8075

OAT HILL MULTI- FAMILY
 American Canyon, California

CONCEPT PLANT IMAGERY
 CONCEPTUAL LANDSCAPE PLAN
 OCTOBER 2020

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L-6
 Project No. 04320



17-Plex
Color Scheme #3

12-Plex
Color Scheme #2

CONCEPTUAL STREETSCENE

OAT HILL MULTI-FAMILY – PARCEL A

AMERICAN CANYON, CALIFORNIA

October 19, 2020

SITE PLAN

Context	SP1
Conceptual Site Plan	SP2

ARCHITECTURE

Recreation Building: Floor Plan	A1
Recreation Building: Elevations	A2
12 Plex Building Plan.....	A3
12 Plex Building Plan.....	A4
12 Plex Building Elevations.....	A5
17 Plex Building Plan.....	A6
17 Plex Building Plan.....	A7
17 Plex Building Elevations.....	A8

Unit Plans Plan 1.....	A9
Unit Plans Plan 1X.....	A10
Unit Plans Plan 2.....	A11
Unit Plans Plan 3.....	A12
Unit Plans Plan 4.....	A13
Unit Plans Plan 5.....	A14
Unit Plans Plan 6.....	A15
Trash Enclosure & Carport Sample	A16
Exterior Color & Materials Lighting Fixture	A17

Project Information

Building Type: V-A
NFPA 13R Sprinkler



BUS ROUTE (American Canyon Transit - Monday - Friday)

- AM Timepoint Stops within 1/2 Mile
- PM Timepoint Stops within 1/2 Mile
- AM Timepoint Bus Route (4 Trips per Day except Wed, 5 Trips on Wed)
- AM Loops Timepoint Bus Route (1 Trip per Day)

Note:
More Details about Bus Schedule is available at American Canyon Transit Website



Context

- School
- Institution
- Commercial

Note:
More Details about Bus Schedule is available at American Canyon Transit Website

CONTEXT

OAT HILL MULTI-FAMILY – PARCEL A

AMERICAN CANYON, CALIFORNIA



SP1
N.T.S.

ARCHITECTS . PLANNERS . DESIGNERS

WHA.

ORANGE COUNTY . LOS ANGELES . BAY AREA



Project Summary

- Parcel A**
- Gross Site Area:** + 13.6 Acres
 - Total Units:** 206 Homes
 - (52) 1 Bdrm Units
 - (108) 2 Bdrm Units
 - (46) 3 Bdrm Units
 - Density:** 15.1 DU per Gross Acre
 - Parking:**
 - Required:** 438 Spaces
 - (52) 1 Bedroom x 1.5 Spaces = 78 Spaces
 - (154) 2 or more Bedroom x 2 Spaces = 308 Spaces
 - (206) Guest x 0.25 Spaces = 52 Spaces
 - 5 Handicapped + 2 Van Required
 - Provided:** 454 On-site & Off-site Spaces
 - 431 On-site Spaces**
 - Garage: 157 Spaces
 - Carports: 49 Spaces
 - Head In: 225 Spaces
 - 23 Off-site Spaces**
 - Open Space**
 - Common Open Space: 52,245 SF
 - Hillside Slope Area: 140,718 SF



KEY MAP N.T.S

- Notes:**
1. Site plan must be reviewed by planning, building, and fire departments for code compliance.
 2. Base information per civil engineer.
 3. Civil engineer to verify all setbacks and grading information
 4. Please refer to landscape plan for final landscape details.
 5. Building setbacks are measured from property lines to building foundation lines.



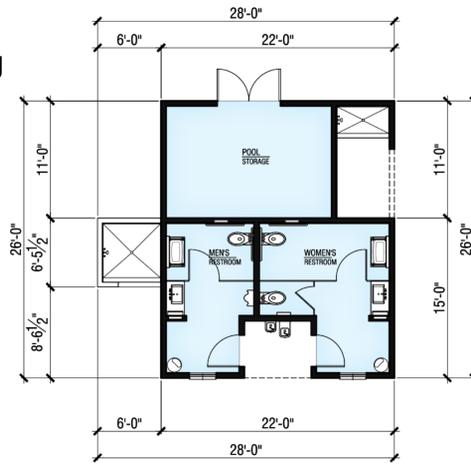
CONCEPTUAL SITE PLAN

OAT HILL MULTI-FAMILY – PARCEL A

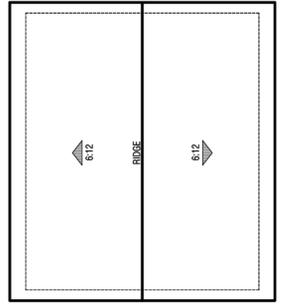
AMERICAN CANYON, CALIFORNIA

PLAN KEY: Pool Building

611 SF



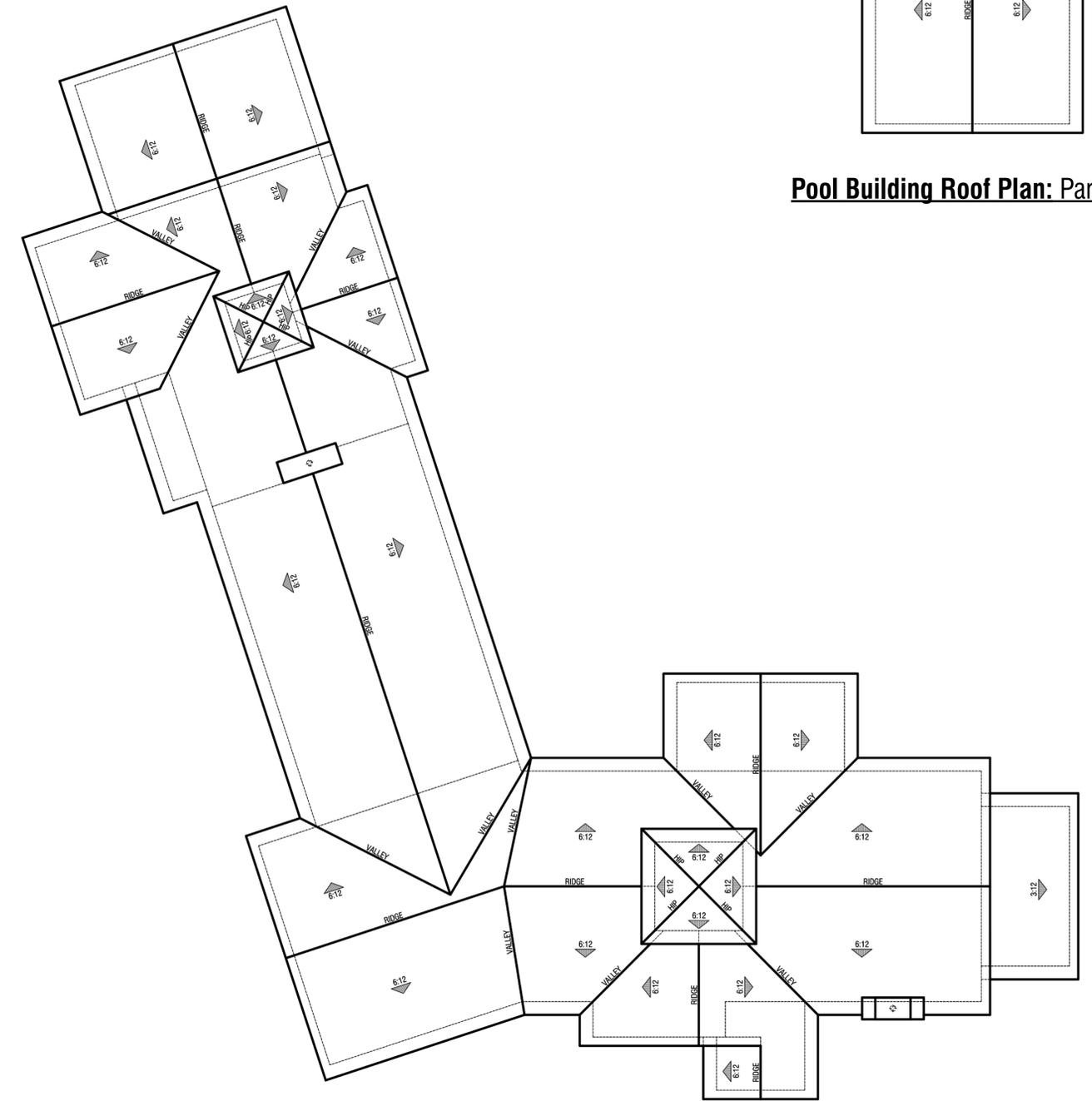
Pool Building Floor Plan: Parcel A
611 SF Total



Pool Building Roof Plan: Parcel A



Recreation Building Floor Plan: Parcel A
3,335 SF Total



Recreation Building Roof Plan: Parcel A

PLAN KEY: Recreation Building

- Conditioned Space: 3,335 SF
- Entry Porch: 96 SF
- Covered Patio & Porch: 1,175 SF
- Covered Outdoor Fitness: 384 SF

RECREATION BUILDING FLOOR PLAN

OAT HILL MULTI-FAMILY – PARCEL A

AMERICAN CANYON, CALIFORNIA



Recreation Building Right



Pool Building Right

EXTERIOR COLORS & MATERIALS

Color Scheme #4

- 1** Metal Roof - *Dark Bronze (50)*
- 2** Insulated Vinyl Windows
- 3** Board & Batten Vertical Fiber Cement Siding With Corner Boards
- 4** Stone - *Creative Mines Craft Split Modular (Shadowplay)*
- 5** Fiber Cement Trim
- 6** Wood Fascia
- 7** Utility Doors
- 8** Fiberglass Door with Panel Sytem
- 9** Fiber Cement Louvered Panels
- 10** Shower Enclosure



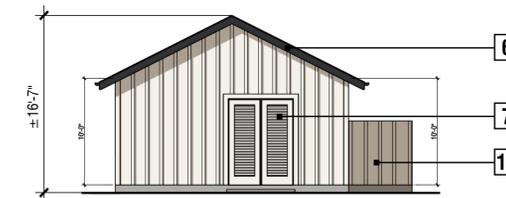
Recreation Building Left



Pool Building Left



Recreation Building Rear



Pool Building Rear



Recreation Building Front



Pool Building Front

RECREATION BUILDING ELEVATIONS

OAT HILL MULTI-FAMILY – PARCEL A

AMERICAN CANYON, CALIFORNIA



Second Floor

PLAN KEY

- Plan 1X
- Plan 1
- Plan 2
- Plan 3
- Plan 4
- Plan 5
- Plan 6
- Garages
- Common Space
- Balcony / Patio



First Floor

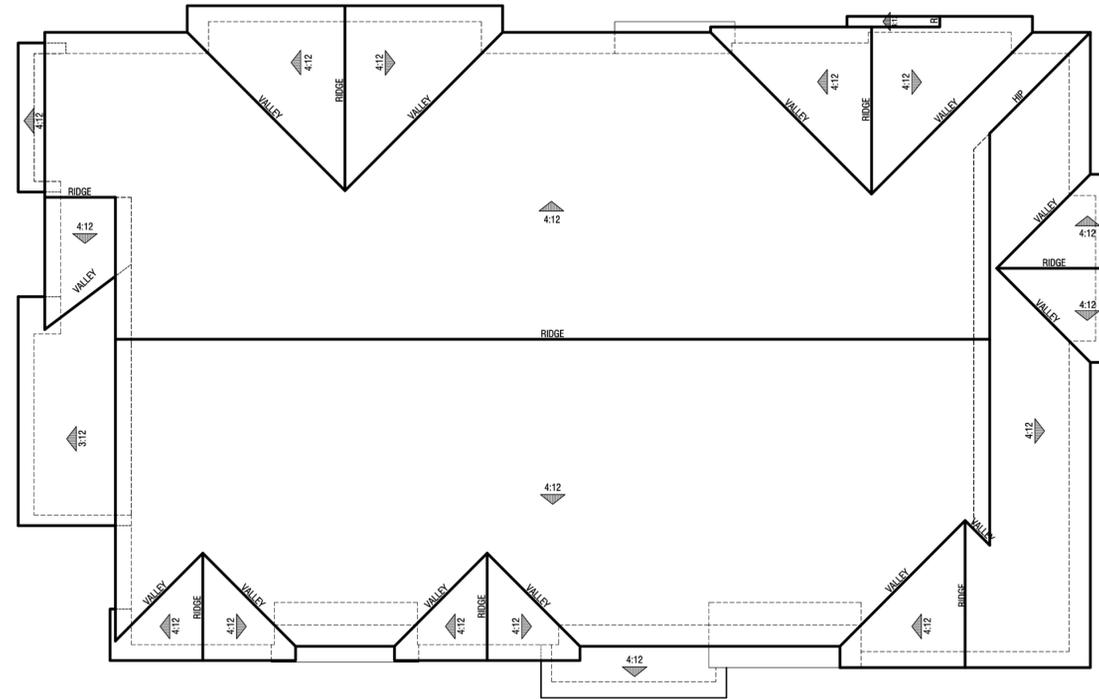
Note: 8'-6" Ceiling at Garages

12-Plex Total Building Area: 16,478 SF
(Includes all covered areas on all three levels)

12-PLEX | Building Plan

OAT HILL MULTI-FAMILY – PARCEL A

AMERICAN CANYON, CALIFORNIA



Roof Plan

PLAN KEY

- Plan 1X
- Plan 1
- Plan 2
- Plan 3
- Plan 4
- Plan 5
- Plan 6
- Garages
- Common Space
- Balcony / Patio



Third Floor

12-PLEX | Building Plan

OAT HILL MULTI-FAMILY – PARCEL A

AMERICAN CANYON, CALIFORNIA



Right



Rear



Left



Front

EXTERIOR COLORS & MATERIALS

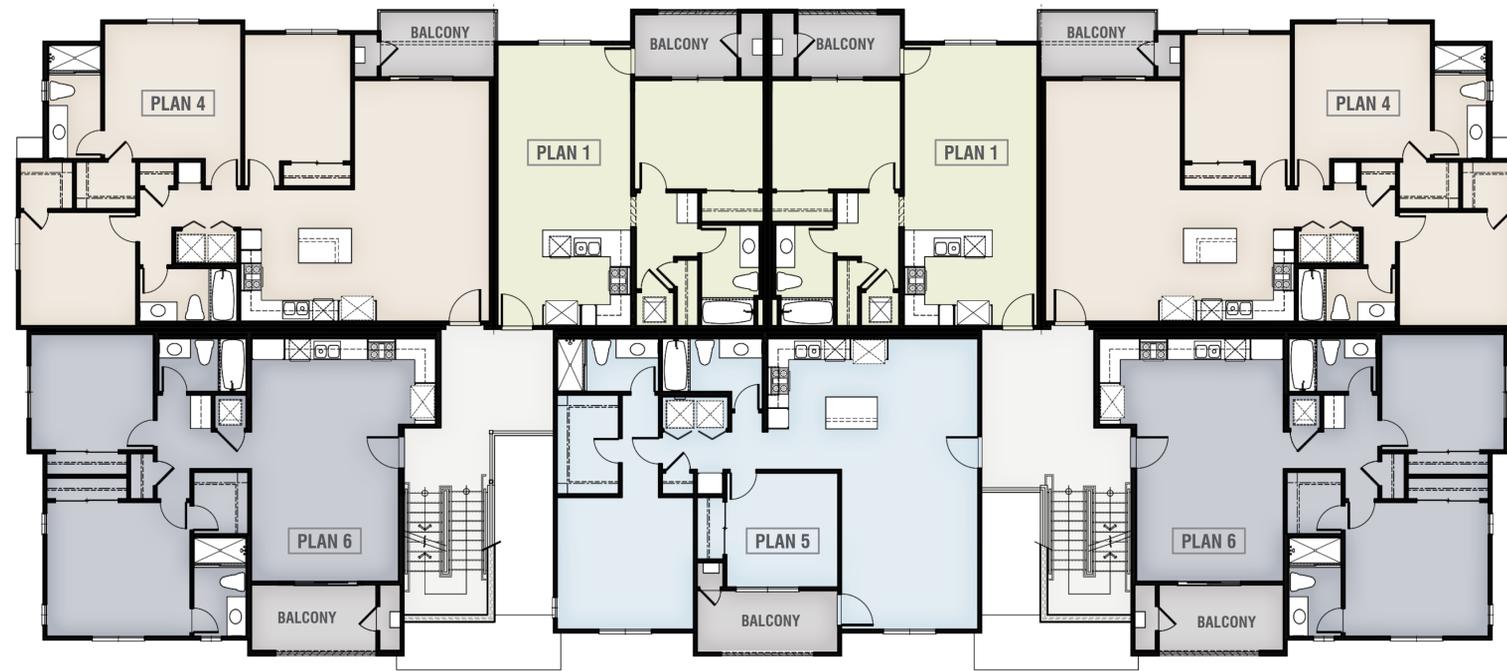
Color Scheme #2

- | | | |
|--|--------------------------------------|--|
| 1 Concrete Slate Roofing -
<i>Eagle, Sierra Madre</i> | 6 Board & Batten Gable Siding | 12 Wood Fascia |
| 2 Metal Roof - <i>Mettalic Silver (K7)</i> | 7 Fiber Cement Trim | 13 Garage Door: Metal Sectional Roll-up |
| 3 Stucco | 8 Stucco Over Foam Trim | 14 Light Fixture, Refer to Sheet A17 |
| 4 Insulated Vinyl Windows | 9 Metal Railing | |
| 5 Board & Batten Vertical Fiber
Cement Siding With Corner Boards | 10 Unit Doors | |
| | 11 Utility Doors | |

12-PLEX | Building Elevations

OAT HILL MULTI-FAMILY – PARCEL A

AMERICAN CANYON, CALIFORNIA



Second Floor



First Floor

Note: 8'-6" Ceiling at Garages

PLAN KEY

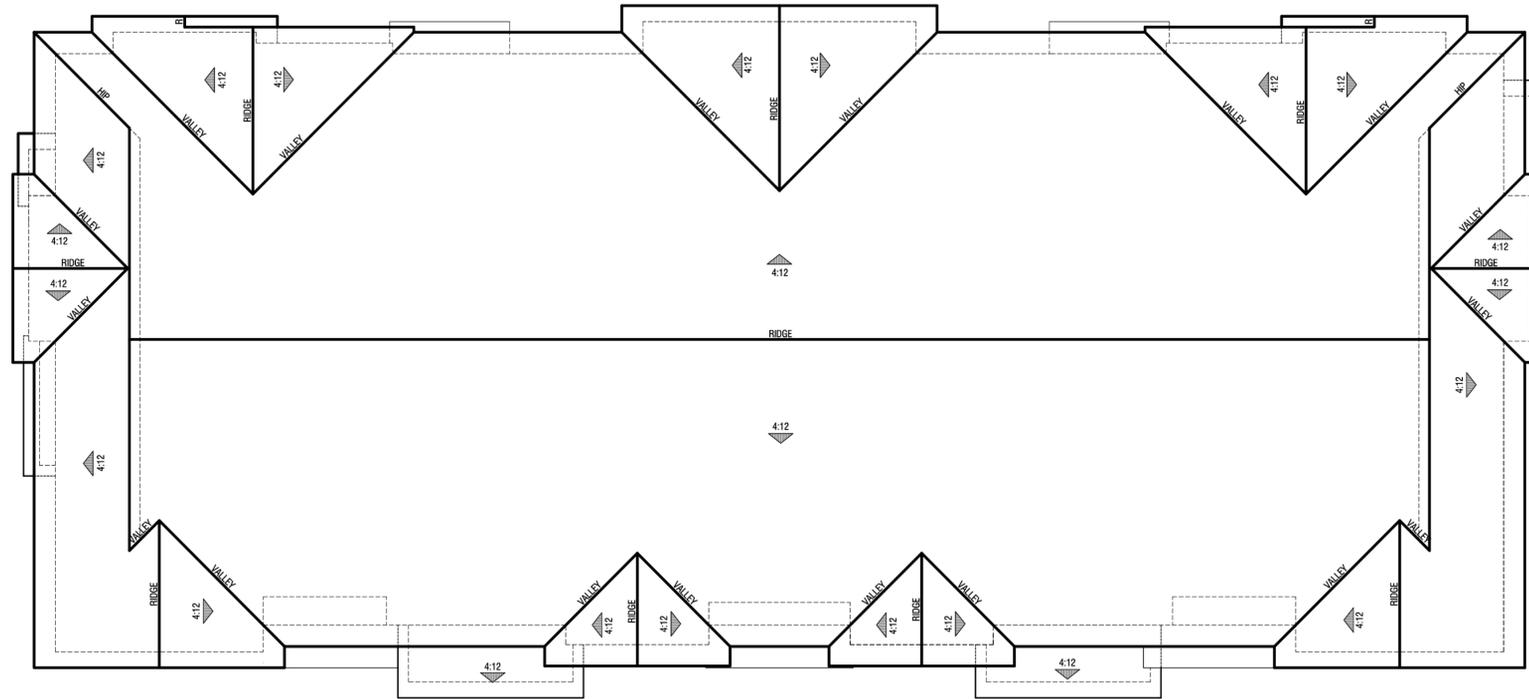
- Plan 1X
- Plan 1
- Plan 2
- Plan 3
- Plan 4
- Plan 5
- Plan 6
- Garages
- Common Space
- Balcony / Patio

17-Plex Total Building Area: 23,712 SF
(Includes all covered areas on all three levels)

17-PLEX | Building Plan

OAT HILL MULTI-FAMILY – PARCEL A

AMERICAN CANYON, CALIFORNIA



Roof Plan

PLAN KEY

- Plan 1X
- Plan 1
- Plan 2
- Plan 3
- Plan 4
- Plan 5
- Plan 6
- Garages
- Common Space
- Balcony / Patio



Third Floor

17-PLEX | Building Plan

OAT HILL MULTI-FAMILY – PARCEL A

AMERICAN CANYON, CALIFORNIA



Right



Rear



Left



Front

EXTERIOR COLORS & MATERIALS

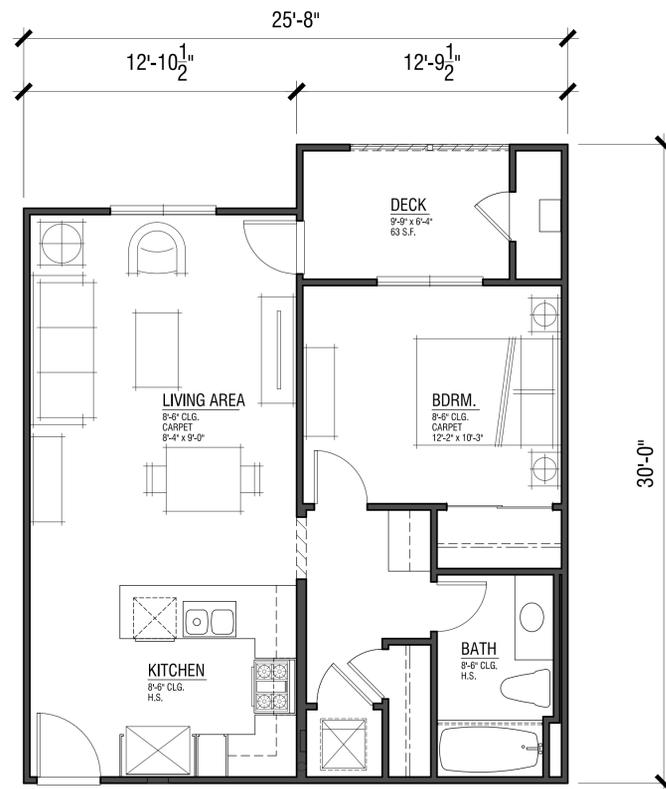
Color Scheme #1

- | | | |
|--|--------------------------------------|--|
| 1 Concrete Slate Roofing -
<i>Eagle, Brown Range</i> | 6 Board & Batten Gable Siding | 12 Wood Fascia |
| 2 Metal Roof - <i>Mettalic Silver (K7)</i> | 7 Fiber Cement Trim | 13 Garage Door: Metal Sectional Roll-up |
| 3 Stucco | 8 Stucco Over Foam Trim | 14 Light Fixture, Refer to Sheet A17 |
| 4 Insulated Vinyl Windows | 9 Metal Railing | |
| 5 Board & Batten Vertical Fiber
Cement Siding With Corner Boards | 10 Unit Doors | |
| | 11 Utility Doors | |

17-PLEX | Building Elevations

OAT HILL MULTI-FAMILY – PARCEL A

AMERICAN CANYON, CALIFORNIA

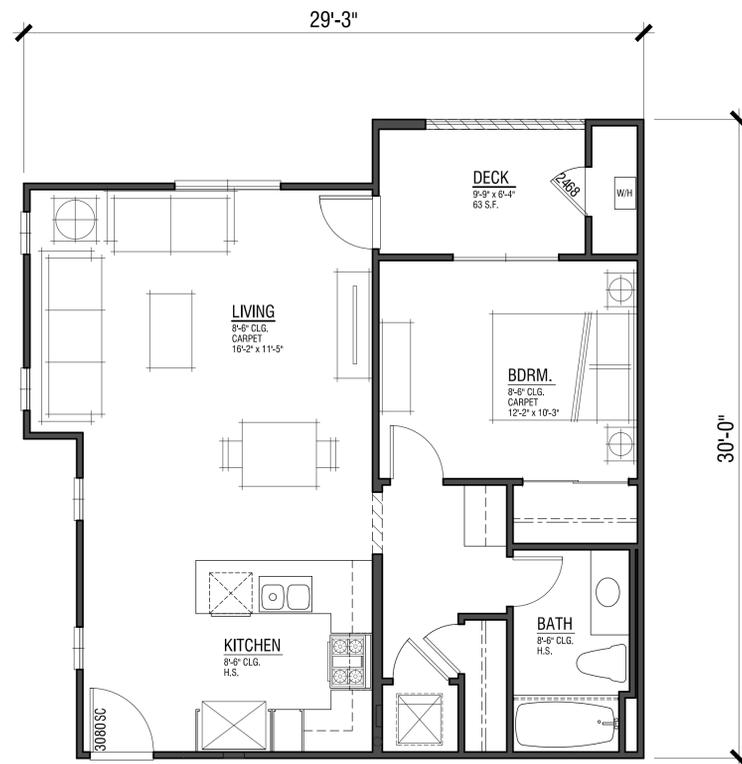


Plan 1
611 SF
1 Bdrm | 1 Bath

UNIT PLANS | Plan 1

OAT HILL MULTI-FAMILY – PARCEL A

AMERICAN CANYON, CALIFORNIA



Plan 1X
672 SF
1 Bdrm | 1 Bath

UNIT PLANS | Plan 1X

OAT HILL MULTI-FAMILY – PARCEL A

AMERICAN CANYON, CALIFORNIA

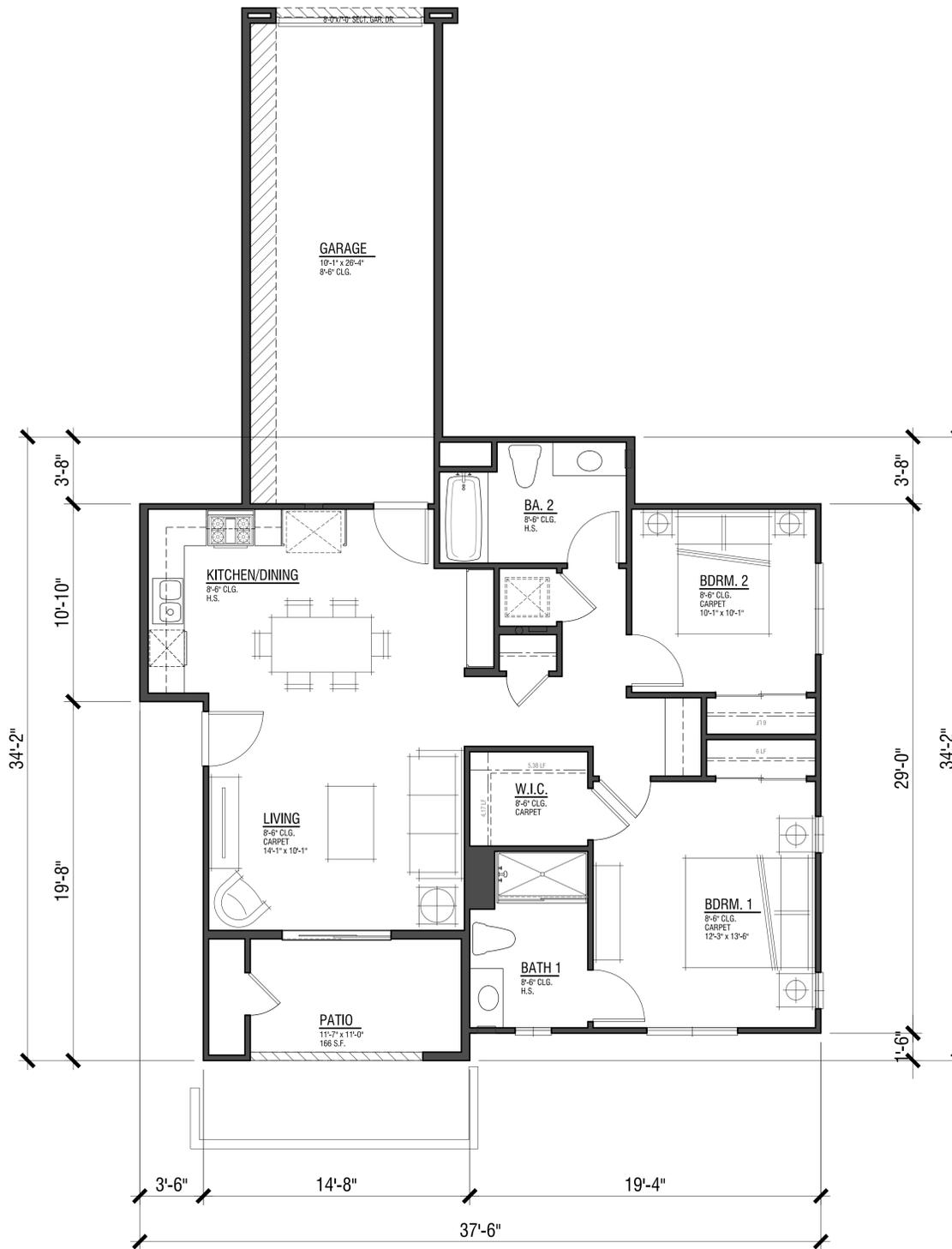


Plan 2
1,106 SF
2 Bdrm | 2 Bath

UNIT PLANS | Plan 2

OAT HILL MULTI-FAMILY – PARCEL A

AMERICAN CANYON, CALIFORNIA



Plan 3
932 SF
2 Bdrm | 2 Bath

UNIT PLANS | Plan 3

OAT HILL MULTI-FAMILY – PARCEL A

AMERICAN CANYON, CALIFORNIA

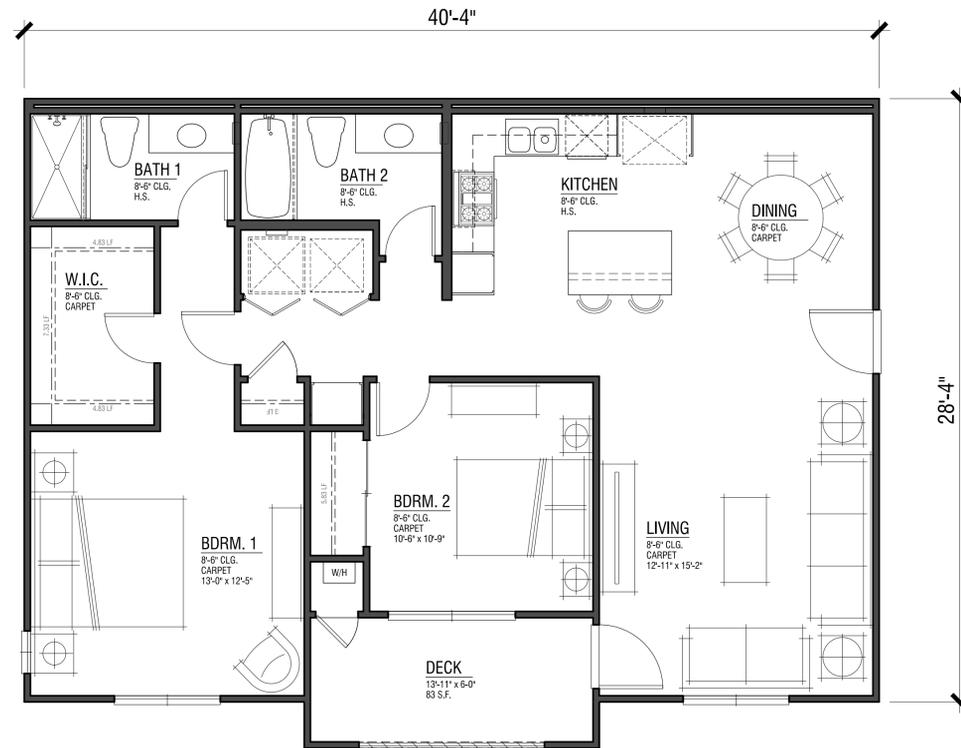


Plan 4
 1,113 SF
 3 Bdrm | 2 Bath

UNIT PLANS | Plan 4

OAT HILL MULTI-FAMILY – PARCEL A

AMERICAN CANYON, CALIFORNIA

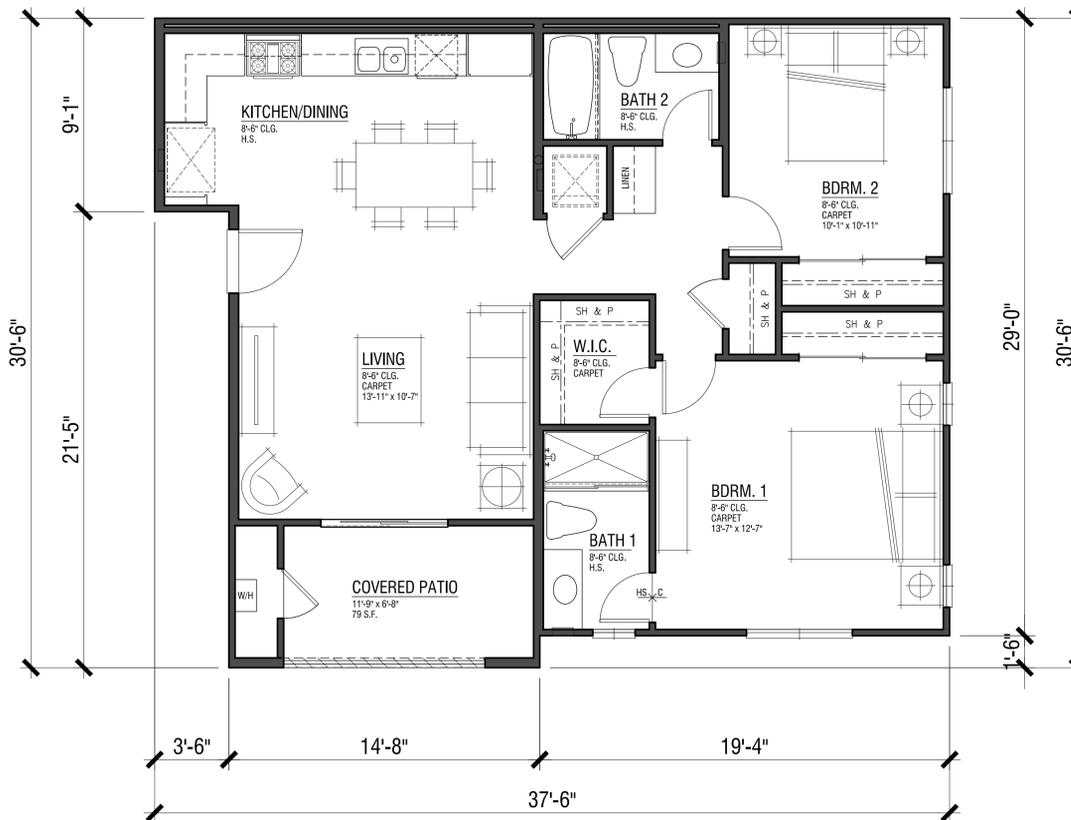


Plan 5
 1,024 SF
 2 Bdrm | 2 Bath

UNIT PLANS | Plan 5

OAT HILL MULTI-FAMILY – PARCEL A

AMERICAN CANYON, CALIFORNIA

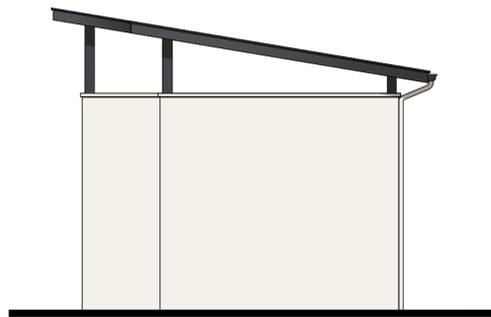


Plan 6
 883 SF
 2 Bdrm | 2 Bath

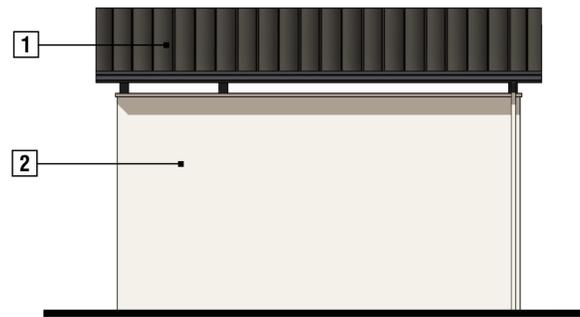
UNIT PLANS | Plan 6

OAT HILL MULTI-FAMILY – PARCEL A

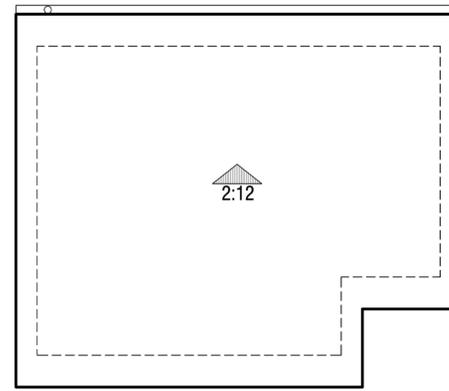
AMERICAN CANYON, CALIFORNIA



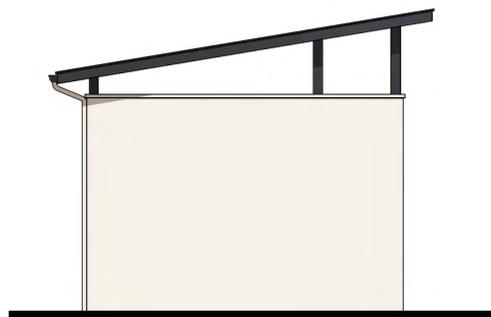
Trash Enclosure Left



Trash Enclosure Front



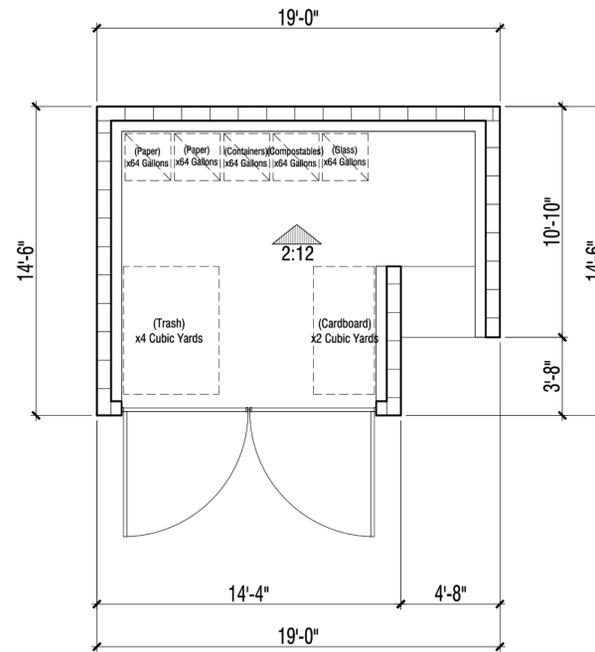
Trash Enclosure
Roof Plan



Trash Enclosure Left



Trash Enclosure Front



Trash Enclosure
Floor Plan



Carport Sample

EXTERIOR COLORS & MATERIALS

Color Scheme #4

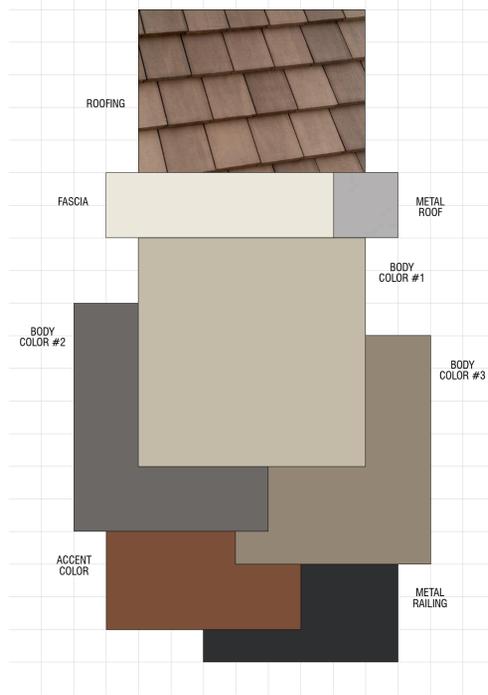
- 1 Metal Roof - *Dark Bronze (50)*
- 2 Stucco over CMU
- 3 Metal Door
- 4 Cane Bolt

Trash Enclosure & Carport Sample

OAT HILL MULTI-FAMILY – PARCEL A

AMERICAN CANYON, CALIFORNIA

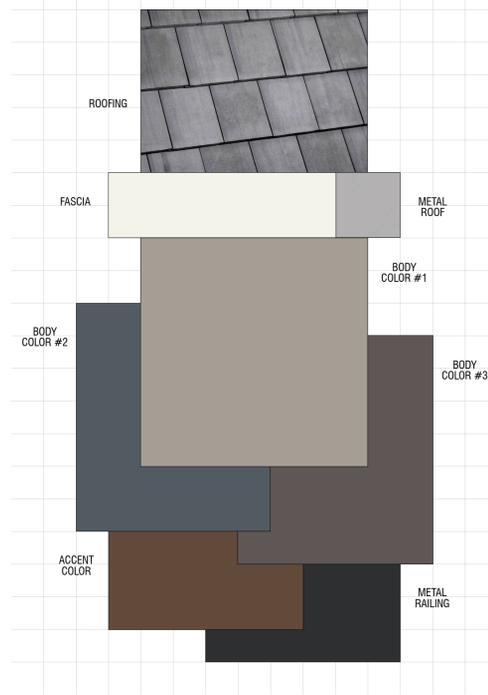
Muli-Family Color Scheme #1



Material	Color	Manufacturer
Roofing: Concrete Slate Tile	4689 Brown Range Ref. 15 Em: 92 A.SRI: 17 CRRC: 0918-0026	Eagle
Metal Roof (factory finish)	Metallic Silver (K7)	Metal Sales or Equal
Vinyl Windows (factory finish)	White	Ply Gen or Equal
Gutters & Downspouts (factory finish)	Match Adjacent Color	Kelly Moore
Body Color #1 (applied to): Low Wall @ Covered Patio Entry Stucco Columns Stucco Trim Band @ Stucco	KM 4704 Dusty Trail Rider	Kelly Moore
Body Color #2 (applied to): Board & Battens Corner Boards @ Board & Battens Gable Siding Trim Band @ Board & Battens	KM 5826 Volcanic Rock	Kelly Moore
Body Color #3 (applied to): Stucco	KM 5785 Country Club	Kelly Moore
Trim Color (applied to): Barge Boards Eaves Fascia Garage Doors Utility Doors Stucco Trim Band @ Stucco Trim	KM 4786 Fresh Linen	Kelly Moore
Accent Color (applied to): Unit Doors	KM A68 Leather Satchel	Kelly Moore
Metal Railing	KM 4883 Black Cat	Kelly Moore
Garage Door Weatherstrip (factory finish)	Match Garage Door Color	TBD

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Core Path (925) 463-1700. © 2020 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.

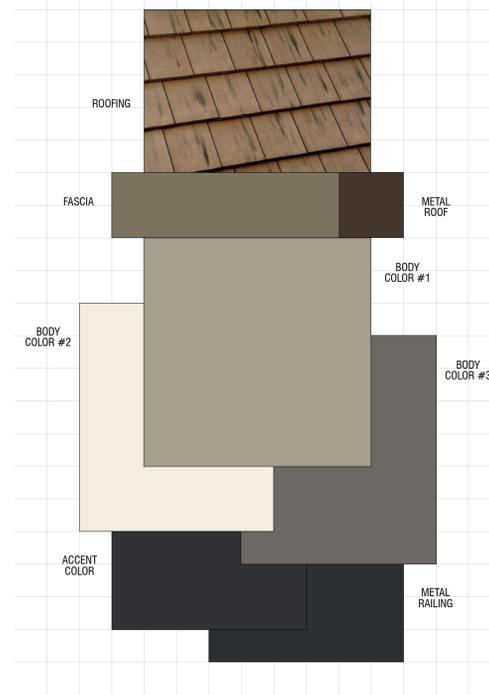
Muli-Family Color Scheme #2



Material	Color	Manufacturer
Roofing: Concrete Slate Tile	4503 Sierra Madre Ref. 11 Em: 92 A.SRI: 12 CRRC: 0918-0111	Eagle
Metal Roof (factory finish)	Metallic Silver (K7)	Metal Sales or Equal
Vinyl Windows (factory finish)	White	Ply Gen or Equal
Gutters & Downspouts (factory finish)	Match Adjacent Color	Kelly Moore
Body Color #1 (applied to): Low Wall @ Covered Patio Entry Stucco Columns Stucco Trim Band @ Stucco	KM 4936 Smoky Day	Kelly Moore
Body Color #2 (applied to): Board & Battens Corner Boards @ Board & Battens Gable Siding Trim Band @ Board & Battens	KM 4882 Titanium Gray	Kelly Moore
Body Color #3 (applied to): Stucco	KM 4924 Thunderstruck	Kelly Moore
Trim Color (applied to): Barge Boards Eaves Fascia Garage Doors Utility Doors Stucco Trim Band @ Stucco Trim	KM W48 Whipped Cream	Kelly Moore
Accent Color (applied to): Unit Doors	KM A76 Log Cabin	Kelly Moore
Metal Railing	KM 4883 Black Cat	Kelly Moore
Garage Door Weatherstrip (factory finish)	Match Garage Door Color	TBD

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Core Path (925) 463-1700. © 2020 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.

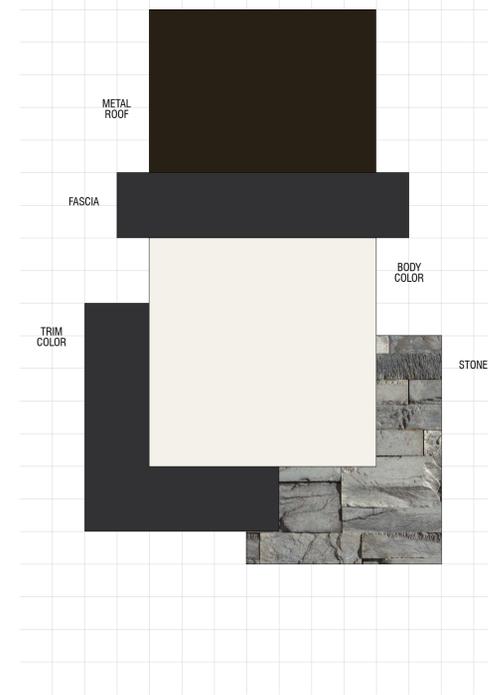
Multi-Family Color Scheme #3



Material	Color	Manufacturer
Roofing: Concrete Slate Tile	4502 Arcadia Canyon Brown Ref. 13 Em: 94 A.SRI: 16 CRRC: 0918-0043	Eagle
Metal Roof (factory finish)	Medium Bronze (H4)	Metal Sales or Equal
Vinyl Windows (factory finish)	White	Ply Gen or Equal
Gutters & Downspouts (factory finish)	Match Adjacent Color	Kelly Moore
Body Color #1 (applied to): Low Wall @ Covered Patio Entry Stucco Columns Stucco Trim Band @ Stucco	KM 5771 Apple Hill	Kelly Moore
Body Color #2 (applied to): Board & Battens Corner Boards @ Board & Battens Gable Siding Trim Band @ Board & Battens	KM W23 Bechamel	Kelly Moore
Body Color #3 (applied to): Stucco	KM 5826 Volcanic Rock	Kelly Moore
Trim Color (applied to): Barge Boards Eaves Fascia Garage Doors Utility Doors Stucco Trim Band @ Stucco Trim	KM 5769 Backcountry	Kelly Moore
Accent Color (applied to): Unit Doors	KM A87 Stiletto	Kelly Moore
Metal Railing	KM 4883 Black Cat	Kelly Moore
Garage Door Weatherstrip (factory finish)	Match Garage Door Color	TBD

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Core Path (925) 463-1700. © 2020 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.

Recreation Buildings Color Scheme #4



Material	Color	Manufacturer
Metal Roof (factory finish)	Dark Bronze (50)	Metal Sales or Equal
Gutters & Downspouts (factory finish)	Match Adjacent Color	Kelly Moore
Vinyl Windows (factory finish)	White	Ply Gen or Equal
Manufactured Stone (1/8" standard raked joints)	Shadowplay Craft Split Modular	Creative Mines or Equal
Mortar @ Stone	Misty Cove	Orco
Body Color (applied to): Board & Battens Corner Boards @ Board & Battens Louvered Panels Posts Stucco Utility Doors Trim	KM W46 Picker Fence	Kelly Moore
Trim Color (applied to): Barge Boards Braces Chimney Cap Eaves Entry Door w/ Panel System Fascia Metal Door @ Trash Enclosure Steel Beams @ Trash Enclosure	KM A87 Stiletto	Kelly Moore

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Core Path (925) 463-1700. © 2020 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.



Lighting Fixture

Manufacturer: Sea Gull Lighting
Product Name: Bancroft Collection
(One Light Outdoor Wall Lantern)
Product Number: 89316PBLE-12
Finish: Black Finish, Smooth White Glass
Dimensions: W 9" x H 12-1/2"

Exterior Color & Materials | Lighting Fixture

OAT HILL MULTI-FAMILY – PARCEL A

AMERICAN CANYON, CALIFORNIA

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON, CALIFORNIA, APPROVING THE OAT HILL PARCEL B DESIGN PERMIT CONSISTING OF 85 MULTIFAMILY DWELLING UNITS, A RECREATION BUILDING WITH LEASING OFFICE, 183 PARKING SPACES, AND APPROXIMATELY 1.1 ACRES OF LANDSCAPING ON A 7.2-ACRE PARCEL LOCATED ON THE EAST SIDE OF OAT HILL SOUTH OF NAPA JUNCTION ROAD, APN 058-320-001 (FILE NO. PL20-0023)

WHEREAS, on August 14, 2020, a Design Permit application was filed by Rick Hess Development Company for 85 dwelling units, a recreation building with leasing office, 183 parking spaces, and approximately 1.1 acres of landscaping at the vacant 7.2-acre parcel located on east side of Oat Hill south of Napa Junction Road, APN 058-320-001 (File No. PL20-0023); and

WHEREAS, on August 14, 2020, RH Hess Development Company submitted a General Plan Amendment and Zone Change application to allow 85 dwelling units on approximately 7.2 acres on the east side of Oat Hill south of Napa Junction Road, APN 058-320-001 (File No. PL20-0026); and

WHEREAS, on August 14, 2020, RH Hess Development Company submitted a Tentative Subdivision Map to permit a subdivision of 85 condominium multifamily units on 7.2 acres located at Oat Hill Parcel B, APN 058-380-008 (File No. PL20-0027); and

WHEREAS, on November 2, 2021, RH Hess Development submitted a Lot Line Adjustment (File No. PL20-0039) to convert the two parcels APN 058-380-008 and 058-320-001 from 11.3-acres and 9.5-acres to 13.6-acres and 7.2-acres, respectively; and

WHEREAS, pursuant to Section 65300 of the State Planning and Zoning Law, the City of American Canyon (City) 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, there is a critical shortage of residential housing for all levels of affordability in California; and

WHEREAS, the State of California Department of Housing and Community Development (HCD) and the Association of Bay Area Governments (ABAG) will soon commence the process to establish regional housing needs allocations (RHNA) for the greater San Francisco Bay Area; and

WHEREAS, in light of the State's housing shortage, HCD and ABAG is expected to increase significantly the obligation of the City of American Canyon ("City") to plan for additional housing within its municipal boundaries; and

WHEREAS, on January 21, 2020, the City Council declared residential uses are the best use of the Rick Hess property on Oat Hill (Resolution 2020-06); and

WHEREAS, on March 25, 2021, the Planning Commission adopted Resolution 2021-04 recommending the City Council of the City of American Canyon to approve a Mitigated Negative Declaration and approval of the Mitigation Monitoring and Reporting Program for the project; and

WHEREAS, on March 25, 2021, the Planning Commission adopted Resolution 2021-12 recommending the City Council of the City of American Canyon approve the Parcel B Design Permit; and

WHEREAS, on September 7, 2021, the City Council adopted Resolution 2021-61 to approve the Oat Hill Mitigated Negative Declaration (SCH#2021020107) and Mitigation and Monitoring Report; and

WHEREAS, on September 7, 2021, the City of American Canyon City Council approved a Resolution to Overrule the Napa County Airport Land Use Commission (Resolution 2021-62); and

WHEREAS, on September 7, 2021, the City Council adopted Resolution 2021-64 to approve a General Plan Amendment for the Oat Hill Multifamily Project Parcel B from Estate Residential (RE) to Medium Density Residential (RM) (PL20-0026); and

WHEREAS, on September 21, 2021, the City Council approved (Ordinance 2021-07) to revise to APMC Chapter 19.03 for Oat Hill Multifamily Project Parcel B from Estate Residential (RE) to Medium Density Residential (RM) (PL20-0026); and

WHEREAS, on September 21, 2021, the City Council conducted a public hearing and considered all of the written and oral testimony presented at the public hearing in making its decision; and

NOW, THEREFORE, BE IT RESOLVED that the American Canyon City Council approves the Oat Hill Project Parcel B Design Permit (PL20-0023) based on the findings contained in Section 2, and the conditions of approval contained in Section 3.

SECTION 1. Environmental Findings

The Parcel B Design Permit is substantially consistent with the project evaluated in the Oat Hill Mitigated Negative Declaration (SCH#2021020107) and Mitigation and Monitoring Report approved September 7, 2021 (Resolution 2021-). There are no new substantial environmental conditions or impacts that would change the adopted Mitigation and Monitoring Report. Therefore, no further environmental review is required.

SECTION 2: Design Permit Findings

- A. The Oat Hill Project requires the following findings for the Design Permit. As stated in Chapter 19.41.050 APMC, approval of a design permit application may be granted by the appropriate decision making authority only if all of the following findings are made:
 - 1. The project complies with all applicable provisions of this title and any applicable approvals granted for the project by any decision making authority.
The project complies with all applicable provisions of this title.
 - 2. The project and its design complies with any applicable design guidelines.
The project complies with all design guidelines and criteria of the Medium Density Residential (RM) zoning district.
 - 3. The project and its design complies with all applicable general plan policies.

The project proposes a General Plan Amendment and Zone Change to convert the parcel from Residential Estate (RE) to Medium Density Residential (RM). The proposed use is consistent with the RM designation in the General Plan in that multifamily residential uses are permitted by right. Because there is a critical shortage of residential housing for all levels of affordability in California, the proposed Oat Hill Multifamily Residential general plan amendment will designate additional land to provide needed housing. Replacement of Light Industrial with a Specialty Commercial Overlay (LI:CS) zoning with High Density Residential (RH-1) zoning is in keeping with the following General Plan Goals that promote additional housing in American Canyon:

- *Goal 2A: “Provide sufficient residential land with adequate infrastructure to accommodate the City’s fair share of projected growth, and to facilitate mobility within the ownership and rental markets.”*
- *Goal 2B: “Provide a range of housing types within the community to accommodate a variety of incomes and lifestyles, and to enable residents to remain in American Canyon throughout their lives.”*
- *Goal 2E: “Address the housing needs of all economic segments of the existing and future community, including the City’s fair share of the regional housing need.” The applicant proposes to address housing affordable to lower income residents by providing in-lieu impact fees, pursuant to the Inclusionary Housing Ordinance (ACMC Chapter 19.28).*

The project satisfies the following Land Use Element policies:

- *Goal 1E: “Ensure the development of residential neighborhoods that provide a range of housing opportunities to meet the physical, economic, and social needs of the population, are designed to exhibit a high quality and character, contain appropriate supporting services, and reflect their environmental setting.” The design permit application associated with this property ensures that the development will exhibit a high quality and character. The project reflects its environmental setting by providing public access to locally-important views across the project site.*
- *Policy 1.27.2: “Review all applications for new development, expansion of existing uses, and re-use within Napa County Airport Compatibility Zones “A” through “E” for compliance with the appropriate use and development conditions.” A small portion of the northwest corner of Parcel B is located in Napa County Airport Compatibility Zone “D”. The remaining property is located in Zone “E”. Zone E permits multifamily development with approval of an avigation easement. The project approval requires an avigation easement. Therefore, there is no potential inconsistency between the General Plan Amendment and the Napa County Airport Compatibility Land Use Plan.*

4. The project complies with applicable policies of the Napa County Airport land use compatibility plan.

The Parcel B site is within the Napa County Airport Land Use Compatibility Plan (ALUCP) E-Zone, which does not conflict with residential use. As an added precaution and a condition of approval, the applicant will agree to record an avigation easement in favor of the Napa County Airport to indemnify them from noise complaints.

5. The project’s quality and character are compatible with the surrounding area, unless physically deteriorated or blighted, and will not be materially detrimental to existing development.

The project proposes high quality residential buildings that enhances the landscape of Oat Hill. The applicant conducted viewing studies to ensure the residential buildings take advantage of the view sheds from Oat Hill and are also providing a new public walking trail with the project. The applicant also provided photo simulations that show the residential buildings blend in harmoniously with the Oat Hill setting.

6. The proposed design is compatible with existing development in the area in terms of scale, height, bulk, proportion, materials, cohesiveness, color, and the preservation of privacy.

The project design complies to the RM zoning district design standards and is compatible to existing development.

7. The design improves the community's appearance by avoiding both excessive variety and monotonous repetition.

The design of the residential buildings are of high quality and avoids excessive variety and repetition. They feature a hip roof, articulated entrances, functional balconies, separations in color, and recessed windows. The site also takes advantage of landscaping in the setbacks, common areas, and parking areas.

8. The proposed design promotes a harmonious transition in terms of scale and character between areas of different general plan land use designations and zoning districts.

The Oat Hill project provides an appropriate transition between lower density housing, located to the south and west of Oat Hill, and commercial and retail uses surrounding Highway 29. The development of housing on Oat Hill also would be compatible with the Broadway Specific Plan (BDSP). Although Parcels A and B are not within the boundaries of the BDSP, that plan designates land adjacent to the parcels as "Medium Density Residential," which permits 12 units/acre and is intended to foster a high-density residential community that is compatible with the existing older single-family residences in this area. Re-designating Parcels A and B to RH-1 and RM would allow for residential densities similar to those permitted in the Medium Density Residential area of the Broadway Plan, and it would further establish a residential community that is compatible with surrounding uses.

9. The proposed design provides for adequate and safe on-site vehicular and pedestrian circulation. The site will be graded for safe and adequate on-site circulation. A new section of Napa Junction Road would be constructed between two disconnected segments east and west of Hess Road. The new roadway and pedestrian connections would result in a more direct route to the project site from SR 29 and other areas of the City.

- B. The Oat Hill Project requires the following additional findings related to design. General Plan Land Use Policy 1.8.4 requires that multifamily residential projects be designed to convey a high level of quality and distinctive neighborhood character in conformance with the following:

1. Treatment of building elevations to convey the visual character of individual units rather than a singular building mass and volume.

The building elevation is separated by three complementary colors and supporting accents. The building has functional balconies, recessed windows, and defined main entries that reduce the building mass and volume.

2. Location of the elevation of the first occupiable floor at or in proximity to the predominant grade elevation, limiting the visibility of subterranean parking facilities from the street frontage.

The first floor of each building is accessible from ground level and parking facilities are accessible from the street level. The site will have clearly marked accessible paths of travel.

3. Inclusion of separate and well-defined entries to convey the visual character of individual identity for each residential unit, which may be developed as seen from exterior facades, interior courtyards, and/or common areas.

The buildings have defined entries that convey individual identity. Each building has two main entries that are recessed and doors facing the front elevation are painted in a light leather brown color. The covered garages of the units are hidden in the rear.

4. Siting and design of parking areas and facilities to be integrated with and not dominate the architectural character of the structure.

The site parking areas are integrated with the buildings and open spaces. The site is also facilitated with landscaping in the setbacks so that parking is not the dominant architectural feature.

5. Use of an adequate setback along the street frontage containing landscape, which provides physical and visual continuity with abutting sidewalks.

The applicant provided a preliminary landscaping plan that identified landscaped setbacks for street frontages. The landscaping consists of native trees, shrubs, and groundcover that will be supported with drip irrigation systems. The final landscaping plan shall comply with the City water efficient landscaping ordinance.

6. Provision of useable and functional private open spaces, including ground level patios where appropriate or enclosed balconies of adequate size for use.

The buildings include ground level patios and enclosed balconies with a minimum depth of 6 feet, which is consistent with medium density residential buildings in the neighboring Broadway District Specific Plan area.

7. Provides of sense of openness and unit separation while providing attractive locations for functional activities such as children's outdoor play, preferably within sight of each residential unit.

The site includes functional activity areas such as a courtyard between Buildings A and B, an open space area in front of Building C, an open space and pet area north of Building D, a recreation building, and a community loop walkway on the southern perimeter of the site.

SECTION 3. CONDITIONS OF APPROVAL

General

1. The Design Permit approval is granted for development of 85 dwelling units on 5 multifamily buildings on a vacant 7.2-acre parcel in the Medium Density Residential (RM) zoning district. The site will be supported with 183 parking spaces and approximately 1.1 acres of landscaping, APN 058-320-001 (File No. PL20-0023), which shall be substantially shown on file in the Community Development Department, except as modified by conditions contained in this approval. Exhibit A includes the following:
 - a. Architectural Plans prepared by William Hezmalhalch Architects (WHA) from San Ramon, CA, consisting of 20 sheets showing the proposed building elevations, floor plans, and roof plans, dated October 19, 2020.
 - b. Site Plans prepared by Carlson, Barbee, and Gibson (CBG) from San Ramon, CA, consisting of 7 sheets showing the site plan, preliminary grading and drainage plan, and cross sections, dated February of 2021.
 - c. Landscaping Plans prepared by Vander Toolen Associates from Sacramento, CA, consisting of 6 sheets showing the proposed landscaping plans, dated October of 2020.
2. The applicant shall defend, indemnify, and hold harmless the City of American Canyon ("City"), its elected officials, officers, employees, attorneys, representatives, boards, commissions, consultants, volunteers and agents from and against all claims, actions, including actions to arbitrate or mediate, damages, losses, judgments, liabilities, expenses and other costs, or proceedings against the City, its elected officials, officers, employees, attorneys, representatives, boards, commissions, volunteers, or agents to attack, modify, set aside, void, or annul an approval, conditional approval, permit,

entitlement, environmental document, environmental clearance, mitigation plan, or any other document or any of the proceedings, acts, or determinations taken, done, or made prior to granting of such approval, conditional approval, permit, entitlement, environmental clearance, environmental document, mitigation plan, or other documents, by the City, including, without limitation, an action against an advisory agency, appeal board, or legislative body within the applicable limitation period.

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

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

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

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

3. The approval shall become effective on upon the effective date of the Parcel B Zone Change (Ordinance 2021-06) and return of the "Applicant Confirmation of Conditions of Approval" form signed by the property owner.
4. The applicant is responsible for paying all charges related to the processing of this discretionary case application within 30 days of the issuance of the final invoice or prior to the issuance of building permits for this project, whichever occurs first. Failure to pay all charges shall result in delays in the issuance of required permits or the revocation of the approval of this application.
5. The date upon which the approval is final shall be considered the day of the imposition of the fees, dedications, reservations and exactions required by these conditions approval for the purposes of protesting the imposition pursuant to California Government Code Section 66020.
6. Expiration of this Approval. If the project for which a Design Permit has been approved has not been inaugurated within two years of the granting of the Design Permit, the approval shall become null and void and of no effect. This provision shall not apply to applications approved in conjunction with

another discretionary permit. In such cases, the expiration period shall coincide with that of the associated period.

7. All plans submitted for review and approval and all development shall be in substantial conformance with the approved exhibits, except where modified by a condition of approval. The Community Development Director or designee may approve minor changes to the project as approved by the Planning Commission on the plans submitted for the construction permits with a determination that the changes are in substantial compliance with the representation of the project as reviewed by the Planning Commission and City Council, that the proposed change will be in compliance with the required development standards, and the change will not materially affect adjacent private or public property.
8. The conditions of this Permit shall be printed on the first sheet of each plan set submitted for a building permit pursuant to this Design Permit, under the title "Design Permit Conditions". The second sheet may also be used if the first sheet is not of sufficient size to list all of the conditions. The sheet(s) containing the conditions shall be of the same size as those sheets containing the construction drawings; 8-1/2" by 11" sheets are not acceptable.

Planning

9. Prior to issuance of the first building permit, the applicant shall submit an address and street name plan to the Community Development Department.
10. All new roof top equipment is required to be screened. The parapet shall be opaque and equal in height of the top of the rooftop mechanical equipment.
11. All ground mounted air conditioning and heating equipment facing Napa Junction Road shall be screened. The screen shall be made of wood and painted to be weather resistant.
12. Prior to the issuance of the site improvement plan, the applicant shall identify 7 bicycle parking spots for Parcel B. The bicycle parking spots shall be evenly distributed among the buildings.
13. The subdivision ordinance requires new projects to dedicate parkland on the basis of 5 acres per 1,000 population (ACMC Chapter 18.44). Based on the current project proposal of 85 dwelling units @ 3.49 persons per unit, the project generates a population of 297 people. This equates to a park dedication standard of 1.48 acres. The Subdivision Ordinance has provisions for a combination of park dedication and payment of a fee in-lieu of park dedication.
14. Prior to the issuance of the first building permit, the applicant is required to pay all applicable impact fees. For your information, the following table identifies the current fees and their rates. Please note that the City fees are subject to change and the applicant is required to pay the updated fee at the time of building permit issuance. The applicant is required to pay Fire Mitigation fees separately at the Fire District.

Parcel B Fee	Rate (2021)	Calculation	Cost
Affordable Housing Nexus	\$3.82 per SF	77,230 SF per plans	\$ 295,018.60
Parks and Recreation Fee	\$5806.38 per unit	85 units per plans	\$ 493,542.30
Civic Facility Fee	\$1685.61 per unit	85 units per plans	\$ 143,276.85

General Plan Update Fee	\$89.59 per unit	85 units per plans	\$ 7,615.15
Traffic Impact Fee	\$618.18 per trip	462 trips estimated	\$ 285,599.16
Water Capacity Fee (Estimated)	\$11,599 per unit plus \$26.25 per gpd	85 units per plans plus irrigation demand in gpd	\$985,915.00
Wastewater Capacity Fee (Estimated)	\$6,952.00 per unit	85 units per plans	\$590,920.00
Impact Fees Subtotal			\$ 2,959,767.66

15. Prior to the issuance of the first building permit, the applicant shall provide proof of payment or exemption for Napa Valley Unified School District (NVUSD) developer fees. For more information, see their website here: <https://www.nvUSD.k12.ca.us/developerfees>.
16. Prior to the issuance of the first building permit or the recordation of the final map, whichever occurs first, an Avigation Easement shall be recorded. The Avigation Easement shall cover all portions of the property and include:
 - a. Right-of-flight at any altitude above an easement surface elevation, established based on either Part 77 of the Federal Aviation Regulations or FAA Terminal Instrument Procedures Standards (TERPS), whichever is controlling (glide slope in approach is the controlling factor).
 - b. Right to cause noise, vibration, fumes, dust, and fuel particle emissions.
 - c. Right to prevent erection or growth of all objects above the easement surface.
 - d. Right to prohibit creation of electrical interference, unusual light sources, and other hazards to aircraft flight.

Landscaping

17. The applicant shall agree to a licensing agreement that requires them to maintain the landscaping within the right-of-way along the project frontage. Prior to final inspection of the building permit, the applicant shall amend their facilities operation and maintenance plan (O&M plan) to include this activity.
18. Prior to the issuance of the Building Permit, the applicant shall submit a final landscaping plan. The landscape plan shall comply with the requirements of the California Government Code 65591 et. seq. known as the Water Conservation in Landscaping Act as set out in the model water efficient landscape ordinance adopted by the California Department of Water Resources and amended in 2015. All plant material shall be served by a city-approved automatic irrigation system.
19. Prior to the issuance of a certificate of occupancy, all landscaping shall be completed and the project's landscape architect shall provide a written certification that all plant materials have been installed in accordance with the approved landscape plan.
20. All planting shall be maintained in good growing condition. Such maintenance shall include, where appropriate, pruning, mowing, weeding, cleaning of debris and trash, fertilizing and regular watering. Whenever necessary, planting shall be replaced with other plant materials to insure continued compliance with applicable landscaping requirements. Required irrigation systems shall be fully maintained in sound operating condition with heads periodically cleaned and replaced when missing to insure continued regular watering of landscape areas, and health and vitality of landscape materials.

21. All tree stakes and ties shall be removed within one year following installation or as soon as trees are able to stand erect without support.
22. Clear sight triangles shall be maintained at all driveways. Low-lying plantings and other site fixtures, including signs, shall be no taller than 30 inches within the site's vision triangles.

Building and Safety

23. The applicant shall have the detailed building and site plans reviewed by a Certified Accessibility Specialist to verify that the proposed construction will comply with accessibility requirements. Each application for site construction or building permit shall be accompanied by a written report from a Certified Accessibility Specialist verifying that the site and building design as shown on the submitted plans comply with all accessibility requirements.
24. Prior to the issuance of a certificate of occupancy, the applicant shall submit a letter of certification to the Building Official from the project architect and civil engineer certifying that all improvements have been constructed in accordance with the approved building plans. Determination of consistency shall be subject to the review and approval of the Building Official.
25. Site Improvement plans shall show slopes of all sidewalks and walkways and paths of travel to use site facilities including trash/recycling facilities. The applicant shall have the detailed building and site plans reviewed by a Certified Accessibility Specialist to verify that the proposed construction will comply with accessibility requirements. Each application for site construction or building permit shall be accompanied by a written report from a Certified Accessibility Specialist verifying that the site and building design as shown on the submitted plans comply with all accessibility requirements.
26. Recycling of Construction and Demolition Debris: Prior to issuance of a building permit the applicant shall submit a plan for the diversion of at least 70 percent of the debris from the building demolition and construction. The plan shall include the qualified recycler that will be used, the methods of managing diversion of construction materials on site, and the proposed documentation that will be submitted to confirm that the diversion goal has been met.

Fire District

General Fire District Conditions

27. In accordance with the standard mitigation measures and conditions of approval set forth by the City of American Canyon, the developer shall pay the Fire Impact Fees (see current Standard Fees and Charges adopted by resolution), prior to the issuance of any building permits.
28. Buildings in excess of two stories shall pay Aerial Apparatus mitigation fees prior to the issuance of any building permits. (see current Standard Fees and Charges adopted by resolution).
29. The project will require an annual fire and life-safety inspection under the "R (Residential) Occupancy Inspection Program". The R Occupancy Inspection Program has been developed to allow Fire District to meet requirements set forth by the State of California. The California Health and Safety Code, Section 13146.2 (a) mandates that inspections be completed at all "R occupancies" annually. California Health and Safety Code Section 13146.2 (b) provides the Fire District legal authority to charge property owners to recover reasonable costs for providing these inspections.

30. New buildings and additions to existing buildings shall conform to requirements set forth in the currently adopted editions of the California Building Code, California Fire Code, City of American Canyon standards and Nationally Recognized Standards.
31. There shall be no deferred submittals for fire protection equipment and related utilities. Fire protection plans shall not be attached to or bound with the building plan submittal package. This includes but is not limited to Automatic Fire Sprinkler, Fire Alarm, Fixed Fire Protection and Civil plans.
32. All Fire related underground piping and fire appurtenances shall be shown on the Civil plan submittal. In addition to the Civil plan submittal, at least (1) plan set under separate cover shall be submitted to American Canyon Building Division for routing to the American Canyon Fire Protection District detailing all underground piping and related fire appurtenances including but not limited to underground piping, underground sweep detail, underground trench details showing depth of burial, type of backfill, manufacturer's specifications of piping, valves joints, fittings and calculated size and locations of thrust blocks, hydrants locations (designate public or private), gate shut-off valves, PIV's, FDC's, fire pumps, fire pump and/or riser rooms.
33. Underground utility contractor, architect and fire sprinkler contractor shall coordinate the location of risers and control valves prior to the issuance of a building permit.
34. Fire District plan review shall be based on the information submitted at the time of permit application. Any changes to the approved/permitted scope of work including additions, alterations, demolition, repair or a change in occupancy/use may impact the project requirements, including but not limited to the installation of additional fire protection systems or components.

Fire Protection

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

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

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

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

Table CC105.1 – Approximate number of hydrants = 3
Average spacing = 400 feet + 25% allowable increase = 500

Maximum distance from street or frontage = 225 feet = 50% allowable
increase = 337.5

36. Fire Protection systems shall be installed in accordance with provisions set forth in the California Fire Code as amended by the City of Napa and the applicable National Fire Protection Association Standard.
37. The fire protection equipment shall be located within an interior room having an approved exterior access door or in an exterior enclosure attached to the building, specifically, for the purpose of housing such equipment.
38. The City of American Canyon requires that a fire hydrant be in service within 250 feet of the furthest point of construction prior to the stockpiling of combustible materials for the beginning of construction.
39. Fire District Connections (FDC) shall be located not more than 100 ft. from the nearest fire hydrant.

Fire District Access

40. Fire Apparatus Access Roads shall be designed in accordance with provisions set forth in the California Fire Code Chapter 5 and Appendix D as amended by the City of American Canyon and the applicable Public Works Standard.
41. Fire apparatus access roads shall have an unobstructed minimum width of 20 feet (curb to curb) and a minimum unobstructed vertical clearance of 13' 6". They shall have an all-weather paved surface capable of supporting a GVW of 71,000 pounds.
42. Access roads shall be completed with all-weather surfaces prior to the stockpiling of combustible materials or beginning combustible construction. Fire apparatus access shall be provided to within 150 feet of the most remote portions of all building from an approved exterior route. If this cannot be achieved fire apparatus turn arounds will be needed.
43. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Vertical traffic calming in the form of speed bumps, humps or dips are prohibited along fire access roads without prior approval of the fire Code Official. The minimum width and clearances established in Section 503.2.1 shall be maintained at all times.
44. When required by the Fire Chief, fire apparatus access roads shall be designated as Fire Lanes and appropriate signs and/or markings installed in accordance with the California Vehicle Code and approved City standards.
45. Where applicable improvement plan submittals for permit shall include locations of fire lane red curbing and fire lane signage. Please refer to and include City Public Works Standard FP-2A & 2B with plan submittals for permitting.

Public Works General Conditions of Approval

46. The Applicant shall be responsible for all City plan check, map check and inspection costs. The Applicant shall establish a Developer Deposit Account with the City upon the initiation of plan check

services. The amount of the initial deposit shall be determined by the City Engineer. Additional funds may be required based upon actual costs.

47. All improvements shall be designed in accordance with the American Canyon Municipal Code (ACMC), City of American Canyon Engineering Standard Plans and Specifications for Public Improvements (City Standards), except as specifically noted otherwise in these conditions.
48. All new utilities to serve the project, shall be placed underground. Exceptions may be allowed for surface mounted transformers, pedestal mounted terminal boxes and meter cabinets.
49. Unless otherwise explicitly permitted, all existing wells, septic tanks and/or underground fuel storage tanks shall be abandoned under permit and inspection of Napa County Department of Environmental Services or other designated agency. If there are none, the project engineer shall provide a letter describing the scope of the search done to make this determination.
50. A detailed Soils Investigation/Geotechnical Report shall be prepared and submitted for review. The report shall address, at a minimum, potential for liquefaction, R-values, expansive soils and seismic risk. The improvement plans shall incorporate all design and construction criteria recommended in the Geotechnical Report.
51. A drainage report prepared by a California Registered Civil Engineer shall be submitted for review with the initial submittal of the Improvement Plans. The report shall include detailed hydrologic and hydraulic calculations to support the design and sizing of all public and private drainage facilities including storm drains and detention facilities. The report shall include an analysis of the capacity of existing downstream storm drain facilities and hydraulic conditions which may impact the design of proposed facilities and improvements.
52. A final detailed post-construction Stormwater Control Plan (SWCP) that identifies and sizes all permanent post-construction stormwater treatment BMPs shall be prepared and submitted for review and approval. The SWCP shall be prepared in accordance with the latest edition of the Bay Area Stormwater Management Agencies Association (BASMAA) Post-Construction Manual and the requirements of the State Water Resources Control Board Phase II Municipal Separate Storm Water System (MS4) General Permit (Order 2013-0001 DWQ). It is the City's discretion whether to accept alternative treatment facilities other than bioretention.
53. A Post Construction Stormwater Operations and Maintenance Plan that includes a plan sheet showing all storm drain and water quality infrastructure that is to be maintained, along with detailed instructions and schedules for the ongoing maintenance and operation of all post-construction stormwater BMPs shall be submitted for review and approval by the City Engineer. Once approved, the property owner(s) shall enter into an agreement with the City that provides the terms, conditions, and security associated with the ongoing requirements of the post-construction Stormwater Best Management Practices.
54. A Final Map, as defined in the Subdivision Map Act, shall be prepared by a licensed surveyor or civil engineer. The Final Map shall show all parcels, rights-of-way, and easement(s), and shall be submitted to the City Engineer for review. The Final Map shall be in substantial conformance with the approved Tentative Map and all applicable conditions of approval. The Final Map is not valid until it has been approved by the City and recorded. Closure calculations shall be provided at the time of initial Final

Map submittal. All calculated points within the map shall be based upon one common set of coordinates. All information shown on the Final Map shall be directly verifiable by information shown on the closure calculation printout. The point(s) of beginning shall be clearly defined. All lot acreages shall be shown on the Final Map and shall be verifiable from information shown on the closure calculation printout. A current title report (within past 30 days) shall be submitted at the time of initial Final Map submittal.

55. The Applicant shall secure all necessary rights-of-way and public and private easements for both onsite and offsite improvements. The Applicant shall prepare all necessary legal descriptions and deeds.
56. To the extent any offsite public improvements require the acquisition of property not currently owned by the Applicant or the City, the Applicant shall first make a good-faith effort to acquire the necessary property rights, however if the Applicant makes such an effort and is unable to acquire such rights, then the Applicant may request the City acquire the necessary property rights through the exercise of eminent domain provided that the Applicant enters first into an agreement with the City to pay for all costs incurred by the City to acquire such rights and if the City does not acquire the rights necessary to allow the offsite public improvements to be completed by the Applicant within statutory timeline provided by law, then the Applicant shall be relieved of the obligation to construct those off-site improvements only to the extent they require property not currently owned by the Applicant or the City. The Applicant shall make a good-faith effort to identify and acquire the necessary property rights at the earliest opportunity. A good faith offer includes identification of property rights needed (permanent and temporary), appraisal of the value of the highest and best use of the property, and a bonafide offer to pay this amount at the close of escrow.
57. The Applicant shall submit site Improvement Plans, prepared by a registered Civil Engineer, for review and approval of the City's Public Works Department. **Please be aware that this is separate submittal from the building permit application.** The final plan set shall include all civil, landscape and joint trench drawings under a single cover sheet. No final grading or other construction shall be performed until the Improvement Plans have been approved. The Applicant shall not begin clearing, grubbing, or rough grading at the site prior to approval of the Improvement Plans, unless explicitly approved by the City of American Canyon through the standard grading and utilities only permit process. An Encroachment Permit is required for any work within City right of way. Encroachment Permits will not be issued prior to the approval of the Improvement Plans.
58. Cathodic protection shall be provided for all water valves, fittings, hydrants, meters, backflow devices, ductile iron pipe, and other metal appurtenances, regardless of the findings of any soils corrosivity analysis.
59. The Applicant shall keep adjoining public and private streets free and clean of project dirt, mud, materials, and debris during the construction period in accordance with an approved SWPPP and Erosion and Sediment Control Plan using appropriate BMPs and as is found necessary by the City Engineer.
60. If any hazardous material is encountered during the construction of this project, all work shall be immediately stopped and the Fire District, Napa County Department of Environmental Services or other designated agency, and the City Inspector shall be notified immediately. Work shall not proceed until clearance has been issued by all of these agencies.

61. Prior to final preparation of the subgrade and placement of base materials, all underground utilities shall be installed and service connections stubbed out behind the sidewalk. Public utilities, Cable TV, sanitary sewers, and water lines shall be installed in a manner that will not disturb the street pavement, curb, gutter and sidewalk, when future service connections or extensions are made.
62. Where soil or geologic conditions encountered in grading operations are different from that anticipated in the soil and/or geologic investigation report, or where such conditions warrant changes to the recommendations contained in the original soil investigation, a revised soil or geologic report shall be submitted for approval by the City Engineer. Additionally, if field conditions warrant installation of any subdrains, the location, size and construction details must be provided to the City for review and approval prior to construction.
63. All new fire hydrants shall be covered with burlap sacks until the hydrants have been tested and found to be in conformance with City flow requirements. No storage of combustible materials or construction of building shall be permitted until all hydrants meet City flow requirements.
64. Prior to placing the final lift of asphalt, all public storm drains and sanitary sewer lines shall be video inspected at the Applicant's expense. All video media (CD, DVD, or portable hard drive) shall be submitted to the City. If any inadequacies are found, they shall be repaired prior to the placement of the final lift of asphalt.
65. All streets, curbs, gutters, sidewalks or other public facilities damaged in the course of construction associated with this Project shall be the responsibility of the Applicant and shall be repaired to the satisfaction of the City at the Applicant's expense.
66. After all of the new underground utilities within existing public streets have been installed, the entire affected areas shall be milled and repaved to present a neat finished pavement area. Multiple trench patches are not acceptable.
67. All construction stormwater pollution prevention best management practices (BMP's) shall be installed as the first order of work and in accordance with the State Water Resources Control Board's General Construction Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order 2009-0009-DWQ, as amended), the Applicant's Storm Water Pollution Prevention Plan (SWPPP), and the City's Erosion and Sediment Control Plan in accordance with the City's MS4 Permit. All stormwater BMP's shall be maintained to the satisfaction of the Qualified SWPPP Developer (QSD), Qualified SWPPP Practitioner (QSP), and the City Engineer.
68. With the exception of water used for loading and testing of potable water lines, all construction water used for the project shall be obtained from a source other than American Canyon potable water sources. The Applicant shall provide verification that an outside source of construction water, e.g., recycled water, has been established and will be available for the duration of the project construction.
69. The development shall comply with the City's Zero Water Footprint policy.
70. All landscaping irrigation systems shall include an ET/SMART controller.

Public Works Special Conditions of Approval

71. The Applicant shall submit Improvement Plans prepared by a registered Civil Engineer (Engineer of Record) in substantial conformance with the preliminary civil plans titled "Design Review Oat Hill Multifamily – Parcel B" prepared by Carson, Barbee & Gibson Civil Engineers, dated February 2021 (Preliminary Plans), except as modified by these conditions.
72. Improvement Plans shall be tied to the State of California coordinate system.
73. The Applicant shall design and construct all of the Public Improvements as generally described below and in accordance with the project's Fee Credit/ Fee Reimbursement Agreement, as applicable.
 - a. Napa Junction Road Improvements:
 - i. Construct an approximately 300-foot segment of Napa Junction Road between the Hess Road/Napa Junction Road intersection and the existing roadway fronting Napa Junction Magnet Elementary School. The preliminary roadway shall have a curb-to-curb width of 40-feet with 5-foot wide (includes curb width) attached sidewalks on both sides. The final roadway section shall be as determined by the City Engineer. The extent of the roadway construction may be extended as necessary to meet City roadway geometric standards.
 - ii. Construct a new 5-foot wide (includes curb width) attached sidewalk along the south side of Napa Junction Road between the east end of the new road segment described above to the existing sidewalk approximately 100-feet west of Theresa Avenue.
 - iii. Construct a new 5-foot wide attached sidewalk along the south side of Napa Junction Road between the Hess Road intersection and the western limit of Parcel A.
 - iv. The cost of these improvements will qualify for a credit toward the Project Traffic Impact Fees.
 - b. Water Main Replacement in Napa Junction Road:

Replace approximately 590 linear feet of the existing 6-inch water main in Napa Junction Road with a new 12-inch water main between the intersection with Theresa Avenue to the intersection with Hess Road, connecting to the existing water mains in those intersections. The cost of these improvements will qualify for a credit against the project's Water Capacity Fee.
 - c. Sanitary Sewer Main Replacement in Napa Junction Road and Theresa Avenue:

Replace approximately 1,800 linear feet of the existing 6-inch sanitary sewer mains in Napa Junction Road between Hess Road and Theresa Avenue and in Theresa Avenue from Napa Junction Road to a point approximately 1,200 linear feet south thereof with new 8-inch and 10-inch sanitary sewer mains. The Engineer of Record shall conduct a capacity analysis for the new sanitary sewers to determine where it should upsize from 8-inch to 10-inch. The cost of these improvements will qualify for a credit against the project's Wastewater Capacity Fee.
 - d. Recycled Water Main in Lombard Road and Hess Road:

Install approximately 1,300 linear feet of a new 8-inch recycled water main in Lombard Road between the cul-de-sac at its northern terminus and Hess Drive and in Hess Drive between Lombard Road and the Little League fields. This recycled water main will be assumed to

provide a sufficient potable water demand offset to comply with the City's Zero Water Footprint policy for both the Oat Hill Parcel A and Oat Hill Parcel B projects.

e. Water Main in Napa Junction Road:

Install approximately 1,310 linear feet of a new 12-inch water main in Napa Junction Road from the intersection of Hess Road to the Oat Hill Tank #2, connecting to the existing 12-inch water mains. The cost of these improvements will qualify for a fee credit against the projects water capacity fee.

Note that the Tentative Map for Oat Hill Parcel A is subject to conditions of approval to construct the same Public Improvement described above. In the event any of those public improvements are constructed in conjunction with the development of Oat Hill Parcel A prior to the development of Oat Hill Parcel B, the corresponding condition of approval for Oat Hill Parcel B will be considered to have been met.

74. The Applicant shall construct all of the on-site private drive isles, parking spaces, walks, water, recycled water, sanitary sewer, storm drainage and stormwater quality and landscaping **"Private Improvements"** generally shown on the Preliminary Plans and more specifically described below. All private drive isles, parking spaces, walks, water, sewer, storm drainage and stormwater quality improvements shall be designed in accordance with the City of American Canyon Engineering Standard Plans and Specifications for Public Improvements (City Standards), except as specifically noted otherwise in these conditions.

a. Storm Drain Facilities:

Construct private on-site drainage facilities, detention facilities, and other appurtenances to collect and convey all surface drainage to an approved private storm drain facility or outfall. Onsite drainage facilities shall provide for the positive drainage of all adjacent upstream or upgrade properties to prevent ponding. Existing run-on from adjacent properties shall not be obstructed and shall be conveyed onsite. Off-site peak storm water discharge shall not exceed 90% of the undeveloped peak flow from the 24-hour, 100-year event. The storm drains and detention facilities shall be substantially consistent with the Preliminary Plans. However, the sizing of all storm drains and detention facilities shall be determined by the approved final drainage report.

b. Stormwater Quality Facilities:

Permanent on-site private post-construction stormwater treatment BMPs shall be designed and constructed in accordance with the approved final SWCP. Runoff from all roof drains shall be conveyed to the onsite stormwater treatment facilities.

c. Emergency Vehicle Access Road

Construct a 20-foot wide paved vehicle road on Oat Hill Parcel A and across Oat Hill Parcel B connecting to Napa Junction Road.

75. Prior to SUBMITTAL OF THE IMPROVEMENT PLANS, the Applicant shall:

- a. Submit the City's "Improvement Plan Checklist".

- b. Pay an initial cash deposit for City plan check services in amount to be determined by the City prior to the time of submittal. The Project engineer shall contact City staff to discuss submittal details to determine initial deposit amount.
- c. Provide the following:
 - i. Public Street Repair Plan
 - ii. Utility Plan and Joint Trench Plan
 - iii. Construction Storm Water Pollution Prevention Plan (SWPPP) and a City Erosion and Sediment Control Plan (ESCP)
 - iv. Drainage Report
 - v. Post-Construction Stormwater Control Plan (SWCP)
 - vi. Geotechnical Report
 - vii. Construction Traffic Control Plan.
- d. Pothole and physically determine (by way of a survey performed by the Engineer of record) the actual horizontal location and vertical depth of all existing underground utilities throughout the proposed areas of work and provide the design of all new utility installations required to serve the project including a schedule for implementation of such work as to prevent disrupting of utility service to adjacent properties.

76. Prior to APPROVAL OF THE IMPROVEMENT PLANS, the Applicant shall:

- a. Provide written acknowledgment by the Geotechnical Engineer of Record that the Plans incorporate all design and construction criteria specified in the Geotechnical Report.
- b. The Applicant shall acquire the public right-of-way and all rights of entry and/or temporary and permanent easements necessary for the construction of the Napa Junction Road improvements described above. Applicant shall prepare the legal descriptions, plats and deeds and submit them to the City for review. The location of all such rights on the Plans.
- c. Record a City approved lot line adjustment between Oat Hill Parcel A and Oat Hill Parcel B as shown on the Tentative Map and Preliminary Plans.
- d. Furnish proof that all permits that may be required by the California Department of Fish & Game, State and Regional Water Quality Control Board, US Army Corps of Engineers and any other regulatory agencies with jurisdiction over the proposed construction have been obtained.
- e. Complete and submit the City's Erosion and Sediment Control Plan (ESCP) Template. Applicant may refer to a SWPPP, as appropriate, by referencing page number within the SWPPP that addresses the requirements of the ESCP.
- f. Submit a copy of the Notice of Intent and WDID# for coverage under the State Water Resources Control Board' General Construction Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order 2009-0009-DWQ).

77. Prior to COMMENCEMENT OF CONSTRUCTION ACTIVITIES, the Applicant shall:

- a. Pay off all current account balances with the City of American Canyon.
- b. Pay an inspection fee in amount to be determined at the time of commencement for the City's inspection of the Public Improvements.
- c. Conduct a pre-construction meeting with representatives of the City whereby the Applicant, the Legally Responsible Party (LRP), Qualified SWPPP Practitioner (QSP), Qualified SWPPP Developer (QSD), and/or the Contractor provides the following:
 - i. Six (6) full-size bond copies of the approved Improvement Plans for the City's use.
 - ii. One (1) job-site copy of the latest edition of the City Standards for the Contractor use.
 - iii. One (1) job-site copy of the SWPPP for use by the LRP, QSP, QSD, and Contractor.
 - iv. Electronic copies of Improvement Plans and SWPPP

78. Prior to RECORDATION OF THE FINAL MAP, the Applicant shall:

- a. Construct all of the Public and Private Improvements to the satisfaction of the City. Alternatively, the Applicant may enter into a Subdivision Improvement Agreement with the City agreeing to complete all of the Public and Private Improvements prior to Occupancy of the first unit. Such an Agreement will require the Applicant to provide bonds, proof of workers compensation insurance, and general liability insurance in the forms and amounts as deemed satisfactory to the City.
- b. Establish a Homeowner's Association (HOA) in accordance with State law with recorded Codes, Covenants, & Restrictions (CC&Rs) that are satisfactory to the City Engineer and City Attorney to provide long-term and ongoing maintenance of all of the Private Improvements identified above. Specifically, the HOA will be responsible for the long-term and ongoing maintenance of the private streets, sidewalks, streetlights, domestic water facilities including the water booster pump station, sewers, storm drain facilities and stormwater quality facilities within the limits of the subdivision. The City will have enforcement authority over the HOA's maintenance obligations and the obligation to review and approved proposed changes amendments to the CC&R's. The CC&R's shall require the HOA to create and maintain a separate maintenance reserve fund in the amount of a percentage of the cost of constructing the HOA maintained improvements listed above. Said percentage will be determined by the City prior to recordation of the CC&Rs.
- c. Establish a Shared Maintenance Agreement or such similar agreement between the owners of Oat Hill Parcel A and Oat Hill Parcel B for the long term and ongoing maintenance and operation of all shared private improvements. Specifically, the parcel owners shall be responsible for the ongoing maintenance and operation of all onsite stormwater quality facilities, shared storm drains and the shared emergency vehicle access road. The Shared Maintenance Agreement shall be prepared to run with the land of each parcel. The Shared Maintenance Agreement shall be submitted to the City for review and approval prior to recordation.
- d. Generally, in substantial conformance with that which is shown on the approved Tentative Map, convey all easements and dedications, public and private, for the construction, use and/or maintenance of roads or other access, drainage facilities, utilities and post-

construction storm water management facilities on the Final Map or by separate instruments. All dedications to the City shall be irrevocable offers of dedication. Specific public conveyances include:

- i. A public utility easement (PUE) 5-foot in width along the south side of Napa Junction Road across the frontage of Oat Hill Parcel B.
 - ii. A strip of public street right-of-way of varying width and having an area of approximately 4,150 square feet as shown on the Tentative Map for Oat Hill Multifamily Parcel B Condominium Purposes.
- e. Obtain all necessary easements over Oat Hill Parcel B including easements for emergency vehicle access and storm water conveyance and detention facilities through recorded separate instruments.
 - f. Furnish proof of the payment of the mapping service fee as required by Napa County Board of Supervisors Resolution No. 92-119.

79. Prior to APPROVAL OF A BUILDING PERMIT, the Applicant shall:

- a. Pay all account balances and current City and American Canyon Fire Protection District fees (Mitigation and Capacity).

80. Prior to ACCEPTANCE OF IMPROVEMENTS, the Applicant shall:

- a. Restore all adjacent off-site road surfaces to pre-project conditions.
- b. Submit a certification by the Geotechnical Engineer of Record that all the work has been completed in substantial conformance with the recommendations in Soils Investigation/ Geotechnical Report.
- c. Provide a mylar and digital copy of the Improvement Plans that include all as-built or field changes, in digital AutoCAD (.dwg) and (.pdf) format (void of any AutoCAD block formats preventing full editing capabilities of the drawings), compatible with the City's current version, and tied to the NAD83 (California Zone 2, feet) coordinate system.
- d. Provide a letter stating that all of the Developer's Conditions of Approval have been met.
- e. Provide a letter from the Civil Engineer of Record certifying that all the site improvements were constructed and inspected in substantial conformance with the approved plans and City Standards.
- f. Enter into and record a post-construction Stormwater Operations and Maintenance Agreement with the City.

Oat Hill Parcel B – Mitigation Measures

The following are the applicable mitigation measures from the certified Mitigated Negative Declaration report. The following mitigation measures shall be complied with in accordance with the adopted Mitigation Monitoring and Reporting Program (MMRP) by the City Council.

81. **AES I-1.** Prior to issuance of building permits, the applicant shall prepare and submit a detailed lighting plan for review and approval by the Community Development Department. The plan shall show conformance with City performance standards for street lighting and glare, including shielding of all on-site lighting so that light is directed within the project site and does not illuminate adjacent properties, and indicate the location and design of proposed lighting and lighted signs. The applicant shall implement the final plan as approved by the City.
82. **AQ III-3.** Prior to the issuance of a grading permit, the project applicant shall indicate via notation on project construction plans that all off-road construction equipment used for the roadway extension along Napa Junction Road, including owned, leased, and subcontractor vehicles, shall meet the California Air Resources Board's (CARB's) Tier 4 emissions standards. The construction plans shall be submitted for review and approval to the City of American Canyon Community Development Department.
83. **BIO IV-1.** Prior to project initiation, pre-construction surveys shall be conducted by a qualified biologist within a 0.5-mile radius around all project activities, including on-site and off-site work, and shall be completed for at least two survey periods prior to starting Project activities. The survey period timing and methodology shall be conducted in accordance with the Swainson's Hawk Technical Advisory Committee's Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (2000), which identifies different survey windows throughout the pre-nesting and nesting season (ranging from January 1 through July 30/post-fledging) that have different survey methodologies and requirements. A letter report summarizing the survey results shall be submitted to CDFW for review and written acceptance prior to starting Project activities. The survey results shall also be submitted to the Community Development Department within 30 days following the final survey. If active Swainson's hawk nests are not identified on or within 0.5-mile of the project site within the survey periods, further avoidance and minimization measures for Swainson's hawk nesting habitat are not required
84. **BIO IV-2.** If Swainson's hawks are found to be nesting on the project site or within 0.5-mile of the project site, the project proponent shall either, a) delay project activities until all Swainson's hawk nests within 0.5-mile of the project site are no longer active, as determined by a qualified biologist, b) determine if the 0.5-mile buffer zone may be reduced in consultation with CDFW based on site-specific conditions, or c) if take cannot be avoided, obtain a CESA Incidental Take Permit from CDFW prior to starting project activities.
85. **BIO IV-3.** Prior to initiation of ground disturbance, a qualified biologist shall conduct nesting and/or wintering owl surveys, as appropriate, in accordance with the California Department of Fish and Game (now CDFW) 2012 Staff Report on Burrowing Owl Mitigation survey methodology (see <https://wildlife.ca.gov/Conservation/Survey-Protocols#377281284-birds>). Surveys shall encompass the project area and a sufficient buffer zone to detect owls nearby that may be impacted. Time lapses between surveys or project activities shall trigger subsequent surveys including but not limited to a final survey within 24 hours prior to ground disturbance before construction equipment mobilizes to the project area. The qualified biologist shall have a minimum of two years-experience implementing the CDFW 2012 Staff Report survey methodology resulting in detections. A letter report summarizing the survey results shall be submitted to the Community Development Department within 30 days following the pre-construction survey. If burrowing owls are not present on-site or adjacent to the

site where they may be disturbed during pre-construction surveys, further avoidance and minimization measures for burrowing owl nesting and wintering habitat are not required.

86. **BIO IV-4.** If burrowing owls are detected on or adjacent to the site where they may be disturbed, the following restricted activity dates and setback distances recommended per CDFW's Staff Report (2012) shall be implemented, unless reduced buffers are accepted by CDFW in writing based on site-specific conditions:

- From April 1 through October 15, low disturbance and medium disturbance activities shall have a 200-meter buffer while high disturbance activities shall have a 500-meter buffer from occupied nests and wintering sites.
- From October 16 through March 31, low disturbance activities shall have a 50-meter buffer, medium disturbance activities shall have a 100-meter buffer, and high disturbance activities shall have a 500-meter buffer from occupied nests and wintering sites.
- No earth-moving activities or other disturbance should occur within the aforementioned buffer zones of occupied burrows. These buffer zones shall be marked with high visibility fencing or flagging.

If burrowing owls are present outside of the nesting season, burrowing owls may be passively relocated from the project site and adjacent habitat using CDFW-accepted methods so that construction can proceed. Any required passive relocation of burrowing owls would require CDFW acceptance. If passive relocation of burrowing owls is necessary, a qualified biologist shall prepare a Relocation Plan, including compensatory habitat as described below, for CDFW review and acceptance prior to the start of construction activities.

If the survey determines that the project site is actively being used by burrowing owl, or any owls are passively relocated as described above, then compensatory habitat mitigation shall be provided. The habitat mitigation/compensation plan shall be submitted to CDFW for review and approval prior to the start of project activities. Habitat compensation acreages shall be approved by CDFW, as the amount depends on site specific conditions, and completed before project construction. It shall also include placement of a conservation easement and preparation and implementation of a long-term management plan. If burrowing owls are observed during surveys, notification shall also be submitted to the California Natural Diversity Database (CNDDDB; see <https://wildlife.ca.gov/Data/CNDDDB/Submitting-Data>).

87. **BIO IV-5.** If project activities must be conducted during the nesting season (February 15 and September 1), a pre-construction nesting bird survey shall be conducted by a qualified biologist within 714 days of vegetation removal or initial ground disturbance. The survey shall include the project site, any off-site disturbance areas, and within a minimum of 500 feet of all project areas, surrounding vicinity to identify the location and status of any nests that could potentially be affected either directly or indirectly by project activities. A letter report summarizing the survey results shall be submitted to the Community Development Department within 30 days following the pre-construction survey. If nesting birds are not present on-site or within a minimum 500 feet of the project site during pre-construction surveys, further avoidance and minimization measures for nesting bird habitat are not required.

If active nests of native nesting bird species are identified during the nesting bird survey, a work exclusion zone shall be established around each nest by the qualified biologist. Established exclusion zones shall remain in place until all young in the nest have fledged or the nest otherwise becomes inactive (e.g., due to predation). Appropriate exclusion zone sizes shall be determined by a qualified biologist. The qualified biologist shall be on site daily for the first week during Project activities, and then weekly thereafter until the nest is no longer active, to observe all active bird and raptor nests and to ensure that Project activities do not cause nest disturbance. If the qualified biologist observes birds and/or raptors displaying potential nest disturbance behavior, the qualified biologist shall cease work and consult with CDFW before resuming Project activities. In this event, Project activities shall not resume without CDFW's written permission.

88. **CUL V-1.** Prior to grading permit issuance, the applicant shall submit plans to the Community Development Department for review and approval which indicate (via notation on the improvement plans) that if historic and/or cultural resources are encountered during site grading or other site work or off-site work, all such work shall be halted immediately within 100 feet and the applicant shall immediately notify the Community Development Department of the discovery. In such case, the applicant shall be required, at their own expense, to retain the services of a qualified archaeologist meeting the Secretary of the Interior's Professional Qualification Standards for prehistoric and historic archaeologist for the purpose of recording, protecting, or curating the discovery as appropriate. The archaeologist shall be required to submit to the Community Development Department for review and approval a report of the findings and method of curation or protection of the resources. Further grading or site work within the area of discovery shall not be allowed until the preceding work has occurred.
89. **CUL V-2.** If human remains, or remains that are potentially human, are found during construction, a professional archeologist shall ensure reasonable protection measures are taken to protect the discovery from disturbance. The archaeologist shall notify the Napa County Coroner (per §7050.5 of the State Health and Safety Code). The provisions of §7050.5 of the California Health and Safety Code, §5097.98 of the California Public Resources Code, and Assembly Bill 2641 will be implemented. If the Coroner determines the remains are Native American and not the result of a crime scene, then the Coroner will notify the Native American Heritage Commission (NAHC), which then will designate a Native American Most Likely Descendant (MLD) for the project (§5097.98 of the Public Resources Code). The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. If the applicant does not agree with the recommendations of the MLD, the NAHC can mediate (§5097.94 of the Public Resources Code). If an agreement is not reached, the qualified archaeologist or most likely descendent must rebury the remains where they will not be further disturbed (§5097.98 of the Public Resources Code). This will also include either recording the site with the NAHC or the appropriate Information Center, using an open space or conservation zoning designation or easement, or recording a reinternment document with the county in which the property is located (AB 2641). Work cannot resume within the no-work radius until the lead agencies, through consultation as appropriate, determine that the treatment measures have been completed to their satisfaction.
90. **GEO VII-1, VII-2, VII-4, and VII-5.** Prior to approval of any building permits, the project Civil Engineer shall show on the project plans that the project design would adhere to all engineering recommendations provided in the site-specific Geologic Hazards and Preliminary Geotechnical Investigation prepared by Giblin Associates and the Soil Investigation prepared by Reese & Associates. The project plans shall include, but would not be limited to, the use of mat slabs, post-tensioned slabs

on-grade, imported non-expansive fill under conventional floor slabs, appropriate setbacks from fault zones, stabilization of potential landslide areas, and structural design in accordance with Site Class C of the CBSC Ground Motion Parameters. Project plans shall be subject to review and approval by the City Engineering Division.

91. **GEO VII-3.** Prior to the issuance of a grading permit, the project applicant shall prepare to the satisfaction of the Community Development Department, an erosion control plan that utilizes standard construction practices to limit the erosion effects during construction of the proposed project. Actions should include, but are not limited to, the following:
 - a. Hydro-seeding;
 - b. Placement of erosion control measures within drainage ways and ahead of drop inlets;
 - c. The temporary lining (during construction activities) of drop inlets with “filter fabric”;
 - d. The placement of straw wattles along slope contours;
 - e. Use of a designated equipment and vehicle “wash-out” location;
 - f. Use of siltation fences;
 - g. Use of on-site rock/gravel road at construction access points; and
 - h. Use of sediment basins and dust palliatives.

92. **GHG VIII-1.** Prior to issuance of building permits, the applicant shall submit proof to the Community Development Department for review and approval which indicate project compliance with the Tier 1 Energy Efficiency division of the Title 24 standards. Tier 1 Energy Efficiency for low-rise multifamily developments require the following measures:
 - a. Total Energy Design Rating (Total EDR) and Energy Efficiency Design Rating (Efficiency EDR) for the Proposed Design Building is included in the Certificate of Compliance documentation.
 - b. Quality Insulation Installation procedures specified in the Building Energy Efficiency Standards Reference Appendices RA3.5 are completed.
 - c. One of the following options is required:
 - i. A4.203.1.2.1 – Roof deck insulation or ducts in conditioned space.
 - ii. A4.203.1.2.2 – High performance walls.
 - iii. A4.203.1.2.3 – HERS-verified compact hot water distribution system.
 - iv. A4.203.1.2.4 – HERS-verified drain water heat recovery.
 - d. Buildings complying with the first level of advanced energy efficiency shall have additional integrated efficiency and onsite renewable energy generation sufficient to achieve a Total EDR of the Tier 1 value indicated by Table A4.203.1.1.1 or lower as calculated by Title 24, Part 6 Compliance Software approved by the Energy Commission. This Total EDR is in addition to meeting the Efficiency EDR.
 - e. Local jurisdictions adopting Tier 1 or Tier 2, or considering community shared solar or storage options as specified, shall consult with the local electric service for acceptance.

93. **NOI XIII-1.** Prior to the approval of grading permits, the City shall establish the following related to the use of construction equipment:
 - a. Construction activities (excluding activities that would result in a safety concern to the public or constructions workers) shall be limited to between the daytime hours of 7:00 AM and 7:00 PM daily;
 - b. Construction equipment shall be properly maintained and equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturers recommendations;
 - c. Equipment engine shrouds shall be closed during equipment operation;

- d. When not in use, motorized construction equipment shall not be left idling for more than five minutes; and
- e. Stationary equipment (power generators, compressors, etc.) shall be located at the furthest practical distance from nearby noise-sensitive land uses or sufficiently shielded to reduce noise-related impacts.

94. **TRANS XVII-1.** Prior to issuance of grading permits, the project applicant shall submit Improvement Plans that reflect the recommendations included in the Traffic Impact Study prepared by W-Trans. Specifically, the Improvement Plans shall reflect a pedestrian path or sidewalk between the project site and the existing terminus of the sidewalk on the south side of Napa Junction Road near the elementary school crossing. The Improvement Plans shall also reflect space for bicycle storage provided either on balconies or other outside spaces dedicated to each housing unit, in garages or other storage spaces for each unit, or through provision of bike racks. The recommendations made by W-Trans shall be confirmed by the City's Public Works Department and/or the City Engineer prior to issuance of grading permits.

95. **TRANS XVII-2.** Prior to the first residential occupancy, the applicant shall implement the following TDM measures, as described in the TIS:

- a. Unbundled Parking;
- b. Free Transit Passes;
- c. Secure Bicycle Parking and Maintenance Tools;
- d. Tele-Work/Compressed Schedules;
- e. Carpooling and Ride-Matching Program;
- f. Transportation Coordinator;
- g. Welcome Packet for New Residents; and
- h. Monitoring of Program Performance.

Proof of implementation of the TDM measures shall be submitted to the City's Community Development Department for review and approval.

96. **UTIL XIX-1.** The project applicant shall demonstrate compliance with the City's Zero Water Footprint Policy by mitigating all new potable water demands with "wet-water" offsets by one or more of the following options to ensure the proposed project results in a net zero increase in demand for potable water:

- a. Reducing existing potable water demands on-site;
- b. Funding programs or constructing projects that would conserve an equivalent amount of water elsewhere within the water service area;
- c. Funding of and/or constructing projects that would increase an equivalent amount of recycled water use elsewhere within the water service area where potable water is currently used; and/or
- d. Purchasing new water supplies from other water providers.

Compliance with the Zero Water Footprint Policy shall be ensured by submission of a "Will-Serve" Water Application to the City's Public Works Department for review and approval. Project plans shall demonstrate the applicant's inclusion of the selected wet-water offsets.

97. **UTIL XIX-2.** The project shall be designed and constructed with purple irrigation pipe so that reclaimed water may be used for landscape irrigation purposes. The project shall use recycled water for irrigation in the event recycled water becomes available at the site.

98. **UTIL XIX-3.** At the time of issuance of building permits, the project applicant shall pay all updated water capacity and impact fees in effect, to the extent they are not subject to applicable fee credits, to provide funding for the City to acquire additional long-term water resources and improve and develop its treatment and distribution system. The fees will permit the City to exercise additional options for potable water capacity from the City of Vallejo and/or other sources, and will also provide for implementation of the recycled water system.
99. **UTIL XIX-4.** The project applicant shall pay to the City a monthly service charge to adequately cover the project's costs associated with City supplying water through the City's connection to the City of Vallejo, as determined by the Public Works Director.
100. **UTIL XIX-5.** Prior to issuance of building permits, the project shall be reviewed by the Community Development Department for consistency with the Water Conservation Guidelines. The project applicant shall incorporate water conservation Best Management Practices into the project.
101. **UTIL XIX-6.** Should additional project water be required, the proposed project shall comply with the City's ordinances and regulations in effect at the time of authorization for additional water use. In addition, such changes in project use would trigger a new City Discretionary Review process, which would trigger re-evaluation of the proposed project's water supply impacts.
102. **UTIL XIX-7.** Prior to issuance of building permits, the project applicant shall submit landscaping plans to the City of American Canyon for review and approval demonstrating that the proposed landscaping would comply with the requirements in the City's Model Water Efficient Landscape Ordinance (AB 1881). The landscaping plan shall identify outdoor irrigation water conservation measures, such as, but not limited to:
- a. Drought-resistant vegetation;
 - b. Irrigation systems employing the following features:
 - i. drip irrigation;
 - ii. low-precipitation-rate sprinklers;
 - iii. bubbler/soaker systems;
 - iv. programmable irrigation controllers with an automatic rain shutoff sensors and flow sensing capabilities (ET Smart Controller);
 - v. Matched precipitation rate nozzles that maximize the uniformity of the water distribution characteristics of the irrigation system;
 - vi. Conservative sprinkler spacings that minimize overspray onto paved surfaces; and
 - vii. Hydrozones that keep plants with similar water needs in the same irrigation zone
 - c. Minimally or gently sloped landscaped areas to minimize runoff and maximize infiltration; and
 - d. Organic topdressing in non-turf areas to decrease evaporation and increase water retention.
103. **COVID19 XXI-1.** The project applicant shall prepare a COVID-19 Exposure Control Plan which shall be included in the project construction site safety plan. The COVID-19 Exposure Control Plan shall comply with all regional and statewide orders related to the operation of construction sites and essential businesses during the COVID-19 pandemic, including but not limited to: social distancing requirements, masks for all workers, daily worker screening for potential symptoms, disinfecting protocols for all shared surfaces, avoidance of tool sharing, and provision of sufficient hand sanitizer for all workers. The COVID-19 Exposure Control Plan shall be submitted to the City of American Canyon Planning Department for review and approval prior to the issuance of grading permits.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 21st day of September, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Leon Garcia, Mayor

ATTEST:

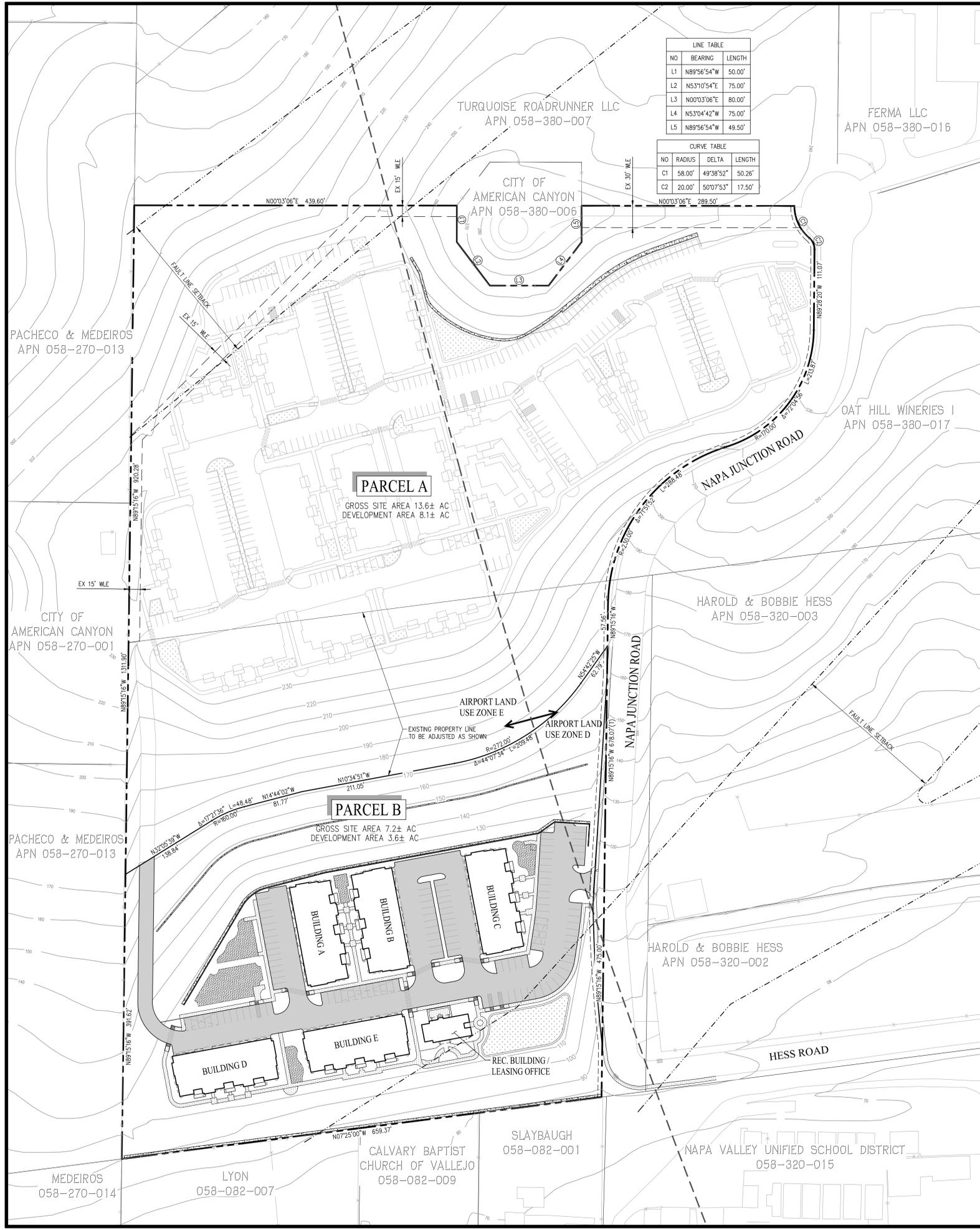
APPROVED AS TO FORM:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

EXHIBITS

- A. Parcel B Design Permit Plans
- B. Landscape Plans
- C. Architecture Plans



LINE TABLE

NO	BEARING	LENGTH
L1	N89°56'54"W	50.00'
L2	N53°10'54"E	75.00'
L3	N00°03'06"E	80.00'
L4	N53°04'42"W	75.00'
L5	N89°56'54"W	49.50'

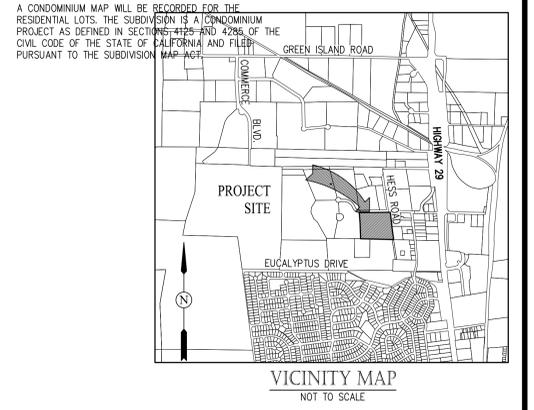
CURVE TABLE

NO	RADIUS	DELTA	LENGTH
C1	58.00'	49°38'52"	50.26'
C2	20.00'	50°07'53"	17.50'

GENERAL NOTES

- OWNER: OAT HILL PROPERTIES III, LLC
PO BOX 3438
NAPA, CA 94558
- DEVELOPER: RH HESS DEVELOPMENT
3423 BROADWAY, SUITE D-5
AMERICAN CANYON, CA 94503
- CIVIL ENGINEER: CARLSON, BARBEE & GIBSON, INC.
2633 CAMINO RAMON
SAN RAMON, CA 94583
COLT ALVAREZ P.E. #75740
PHONE: (925) 866-0322
- SOIL ENGINEER: REESE & ASSOCIATES
134 LYSTRA COURT
SANTA ROSA, CA 95403
PHONE: (707) 528-3078
- ARCHITECT: WILLIAM HEZMALHALCH ARCHITECTS
6111 BOLLINGER CANYON ROAD, SUITE 495
SAN RAMON, CA 94583
PHONE: (925) 463-1700
- LANDSCAPE ARCHITECT: VANDERTOOLEN ASSOCIATES
855 BORDEAUX WAY, SUITE 240
NAPA, CA 94558
PHONE: (707) 224-2299
- ASSESSORS PARCEL NO. 058-320-001 (PORTION)
- SITE AREA: 7.2± ACRES
- LOTS: 1
- EXISTING GENERAL PLAN: RESIDENTIAL ESTATE (RE)
PROPOSED GENERAL PLAN: RESIDENTIAL MEDIUM (RM)
- EXISTING ZONING: RESIDENTIAL ESTATE (RE)
PROPOSED ZONING: RESIDENTIAL MEDIUM (RM)
- EXISTING LAND USE: VACANT LAND
PROPOSED LAND USE: MULTI-FAMILY RESIDENTIAL
- DWELLING UNITS: 85
- SITE DENSITY: 11.8 DU/AC
- BENCHMARK: NAPA COUNTY BENCHMARK BM 934C, STATE WELL MONUMENT
STAMPED B-55 IN CUL. DE. SAC AT NORTH END OF LOMBARD ROAD.
EL = 58.37 FEET (NGVD29)
NAVD88 = NGVD29 + 2.4
- BASIS OF BEARINGS: BETWEEN TWO FOUND MONUMENTS IN EUCALYPTUS DRIVE, THE BEARING BEING N89°26'36"W, PER 23 RM 25, RECORDED JUNE 28, 2002, IN THE OFFICE OF THE COUNTY RECORDER
- FLOOD ZONE: ZONE X: AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN
SOURCE: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP, MAP NUMBER 06050C0617F
DATE: AUGUST 3, 2016
- UTILITIES:
WATER: CITY OF AMERICAN CANYON
SEWER: CITY OF AMERICAN CANYON
STORM DRAIN: CITY OF AMERICAN CANYON
GAS & ELECTRIC: PG&E
TELEPHONE: PACIFIC BELL
- BOUNDARY: AS SHOWN WAS COMPILED FROM RECORD INFORMATION AND DOES NOT REPRESENT A SURVEY OF THE PROPERTY.

ATTACHMENT 8 EXHIBIT A



RM ZONING STANDARDS

MINIMUM STANDARDS	ZONING	PROJECT
MINIMUM LOT AREA	20,000 SF	7.2 ± AC
MINIMUM LOT WIDTH	100 FT	100 FT ±
MINIMUM LOT DEPTH	100 FT	100 FT ±
MINIMUM SETBACK		
FIRST STORY	5 FT	20 FT
SECOND STORY/ REAR/STREET	10 FT	20 FT
MINIMUM BUILDING SEPARATION	-- FT	20 FT
MAXIMUM BUILDING COVERAGE	50 %	13%
MAXIMUM BUILDING HEIGHT	42 FT	40 FT

DEVELOPMENT AREA SUMMARY - 7.2± ACRES

(AFTER LOT LINE ADJUSTMENT)

BUILDING FOOTPRINT:	40,567± SF	0.93± AC
PARKING/ASPHALT:	59,437± SF	1.36± AC
SIDEWALK/OTHER CONCRETE:	14,940± SF	0.34± AC
TRASH ENCLOSURE	518± SF	0.01± AC
LANDSCAPED AREA: *	46,700± SF	1.07± AC
WATER QUALITY BASIN (OFF-SITE):	N/A	N/A
OPEN SPACE:	152,844± SF	3.50± AC
TOTAL:	314,523± SF	7.2± AC
TOTAL IMPERVIOUS AREAS:	114,979± SF	2.64± AC
BUILDING COVERAGE:		13%
*REQUIRED LANDSCAPED AREA (10% OF PARKING/ASPHALT AREA):	5,943	0.13 AC

LEGEND

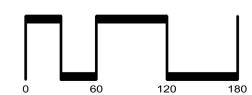
- PROPOSED**
- EXISTING BOUNDARY
 - RIGHT OF WAY
 - PROPOSED LOT LINE
 - EXISTING LOT LINE
 - TOP OF CURB
 - CENTERLINE
 - EASEMENT LINE
 - FAULTLINE SETBACK
 - AIRPORT LAND USE ZONE LINE
 - LOT NUMBER
 - FINISHED FLOOR ELEVATION
 - 10' CONTOUR
 - PARKING COUNT
 - COVERED PARKING
 - LOT DIMENSION
 - STORM DRAIN AND CATCH BASIN
 - SANITARY SEWER AND MANHOLE
 - 8" W-PU PUBLIC WATER MAIN AND VALVE
 - 8" W PRIVATE WATER MAIN AND VALVE
 - 8" FS PRIVATE FIRE SERVICE WATER MAIN AND VALVE
 - JOINT TRENCH
 - LATERAL SERVICE
 - FIELD INLET
 - FIRE HYDRANT
 - STREET LIGHT
 - ASPHALT PAVEMENT
 - CONCRETE WALKWAY
 - BIORETENTION AREA
 - TURF AREA
- EXISTING**
- EX 12" W WATER MAIN AND VALVE
 - EX 8" SS SANITARY SEWER AND MANHOLE
 - EX 30" SD STORM DRAIN AND CATCH BASIN
 - UTILITY POLE
 - FIRE HYDRANT
 - C COMPACT
 - DDCV DOUBLE DETECTOR CHECK VALVE
 - EVA EMERGENCY VEHICLE ACCESS
 - EX EXISTING
 - FDC FIRE DEPARTMENT CONNECTION
 - FG FINISHED GRADE
 - FL FLOW LINE
 - TC TOP OF CURB
 - HP HIGH POINT
 - INV INVERT
 - LP LOW POINT
 - PIV POST INDICATOR VALVE
 - SSCO SANITARY SERVICE CLEAN OUT
 - TE TRASH ENCLOSURE
 - WLE WATER LINE EASEMENT

SHEET INDEX

- PROJECT OVERVIEW
- TECHNICAL SITE PLAN
- PRELIMINARY GRADING & DRAINAGE PLAN
- PRELIMINARY UTILITY PLAN
- STREET SECTIONS & TRUCK TURNING PLAN
- GRADING CROSS SECTIONS
- PRELIMINARY STORMWATER CONTROL PLAN

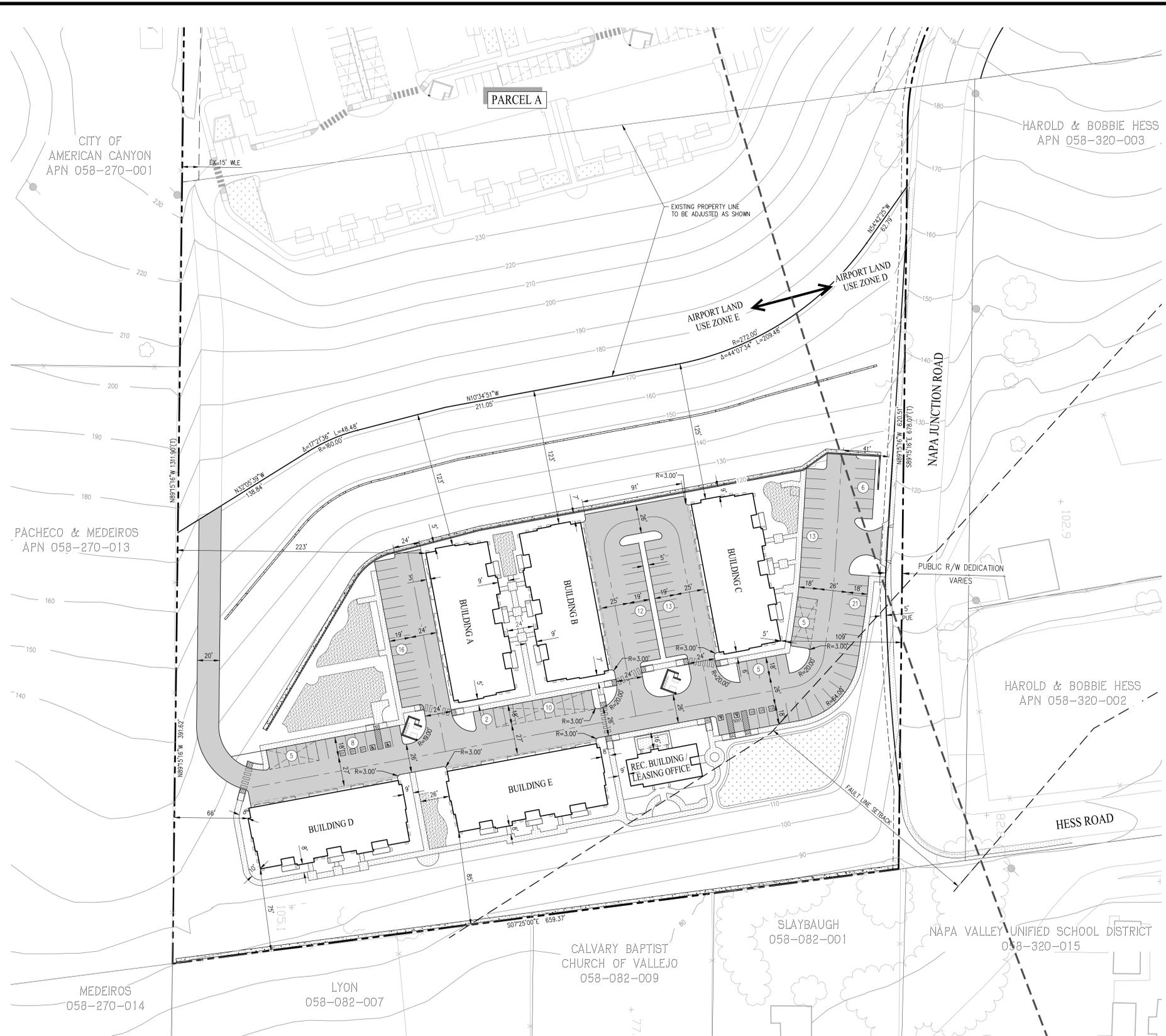
DESIGN REVIEW PROJECT OVERVIEW OAT HILL MULTI-FAMILY - PARCEL B

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA
SCALE: 1" = 60' DATE: FEBRUARY 2021



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SHEET NO. **C-1**
OF 7 SHEETS



LEGEND

- PROPOSED BOUNDARY
- RIGHT OF WAY
- PROPOSED LOT LINE
- EXISTING LOT LINE
- TOP OF CURB
- CENTERLINE
- EASEMENT LINE
- FAULTLINE SETBACK
- AIRPORT LAND USE ZONE LINE
- BUILDING L**
- BUILDING DESIGNATION
- 10' CONTOUR
- PARKING COUNT
- COMPACT PARKING STALL
- PROPOSED ON STREET PARKING
- COVERED PARKING
- TRASH ENCLOSURE
- LOT DIMENSION
- ZERO EMISSIONS VEHICLE CHARGING STALL
- ACCESSIBLE PARKING (CALTRANS STD PLAN A90A)
- VAN ACCESSIBLE STALL

RM ZONING STANDARDS

MINIMUM STANDARDS	ZONING	PROJECT
MINIMUM LOT AREA	20,000 SF	7.2 ± AC
MINIMUM LOT WIDTH	100 FT	100 FT +
MINIMUM LOT DEPTH	100 FT	100 FT +
MINIMUM SETBACK		
FIRST STORY	5 FT	20 FT
SECOND STORY/ REAR/STREET	10 FT	20 FT
MINIMUM BUILDING SEPARATION	- FT	20 FT
MAXIMUM BUILDING COVERAGE	50 %	13%
MAXIMUM BUILDING HEIGHT	42 FT	40 FT

PARKING SUMMARY - REQUIRED

UNIT TYPE	QTY	RATIO	COVERED PARKING REQUIRED	OPEN PARKING REQUIRED	GUEST PARKING REQUIRED	TOTAL REQUIRED
1 BED	20	1 COVERED SPACE, PLUS 0.5 UNCOVERED SPACES	20	10	5	35
2 BED	45	1 COVERED SPACE, PLUS 1 UNCOVERED SPACE, PLUS 1 GUEST SPACE PER 4 UNITS	45	45	12	102
3 BED	20		20	20	5	45
TOTALS	85		85	75	22	182

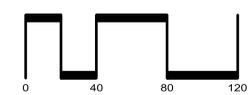
PARKING SUMMARY - PROVIDED

GARAGE	CARPORTS	HEAD IN	TOTAL
65	20	97	182

PARKING NOTES:
 4 TOTAL ADA PARKING STALLS PROVIDED (1 VAN)
 6 TOTAL ELECTRIC VEHICLE STALLS PROVIDED

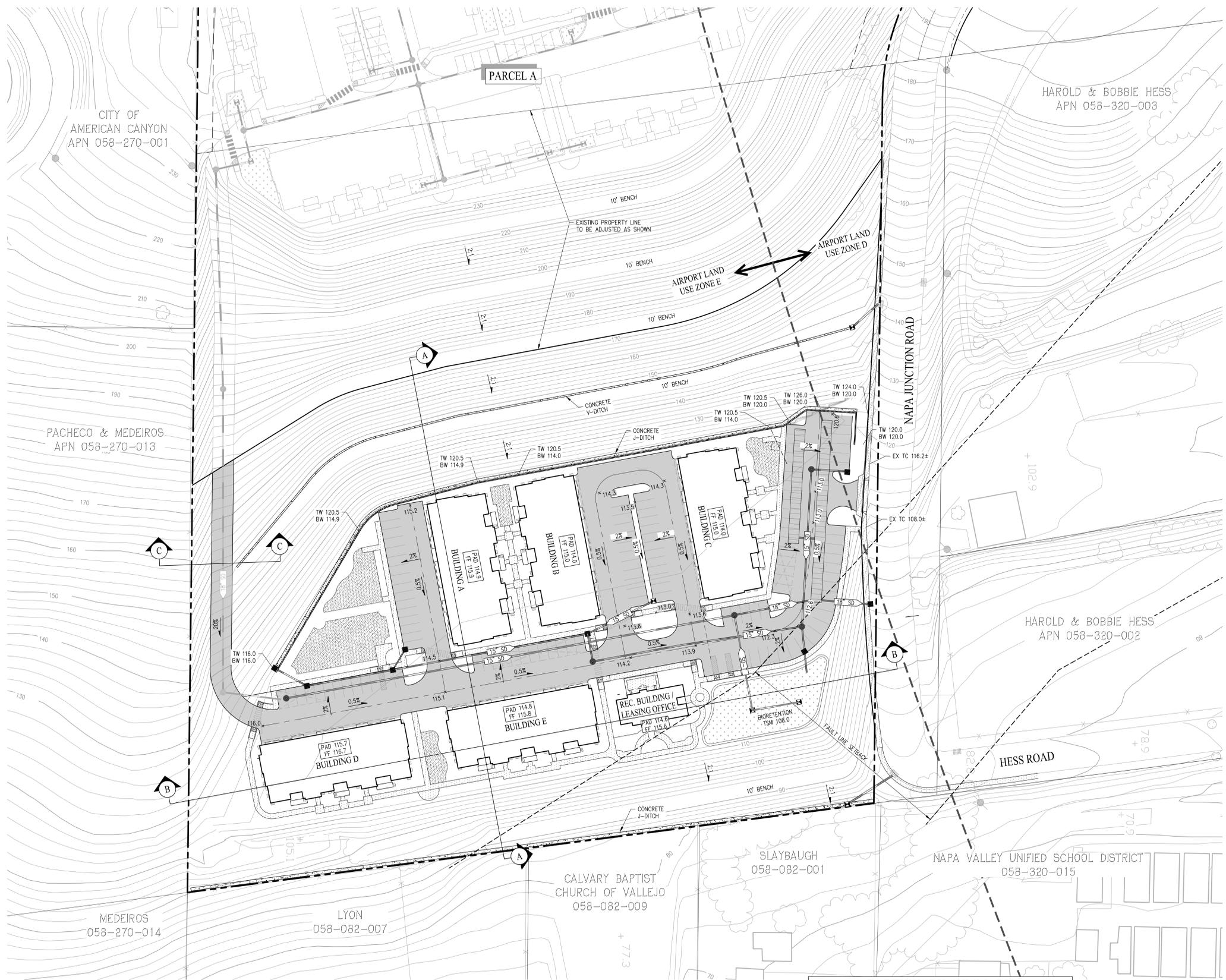
**DESIGN REVIEW
 TECHNICAL SITE PLAN
 OAT HILL MULTI-FAMILY - PARCEL B**

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA
 SCALE: 1" = 40' DATE: FEBRUARY 2021



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SHEET NO.
C-2
 OF 7 SHEETS



LEGEND

	EXISTING BOUNDARY
	RIGHT OF WAY
	PROPOSED LOT LINE
	EXISTING LOT LINE
	TOP OF CURB
	CENTERLINE
	EASEMENT LINE
	FAULTLINE SETBACK
	AIRPORT LAND USE ZONE LINE
	TOP OF SLOPE/DAYLIGHT
	PROPOSED RETAINING WALL
	FF 237.0 FINISHED FLOOR ELEVATION
	P 236.0 PAD ELEVATION
	BUILDING G BUILDING DESIGNATION
	-210 10' CONTOUR
	CUT-FILL LINE
	12" SD STORM DRAIN, CATCH BASIN AND MANHOLE
	EX 30" SD STORM DRAIN, CATCH BASIN AND MANHOLE
	FG FINISHED GRADE
	FL FLOW LINE
	TC TOP OF CURB
	HP HIGH POINT
	INV INVERT
	LP LOW POINT

- NOTES:**
1. ALL STREET ELEVATIONS ARE PAVEMENT GRADES UNLESS NOTED OTHERWISE.
 2. ALL EXISTING TREES AND/OR VEGETATION WITHIN GRADING LIMITS TO BE REMOVED.
 3. THE ROOF DRAINS WILL DISCHARGE EITHER DIRECTLY TO A PAVED SURFACE OR TO THRU-THE-CURB DRAINS. FINAL ROOF DRAIN LOCATIONS TO BE DETERMINED WITH FINAL DESIGN.
 4. DRIVE ISLES WILL HAVE A CROSS SLOPE BETWEEN 1% AND 4%.
 5. THE PROJECT IS NOT LOCATED WITHIN A FEMA FLOODPLAIN.
 6. SEE SHEET C-6 FOR GRADING CROSS SECTIONS

**DESIGN REVIEW
PRELIMINARY GRADING
& DRAINAGE PLAN
OAT HILL MULTI-FAMILY - PARCEL B**

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA
SCALE: 1" = 40' DATE: FEBRUARY 2021

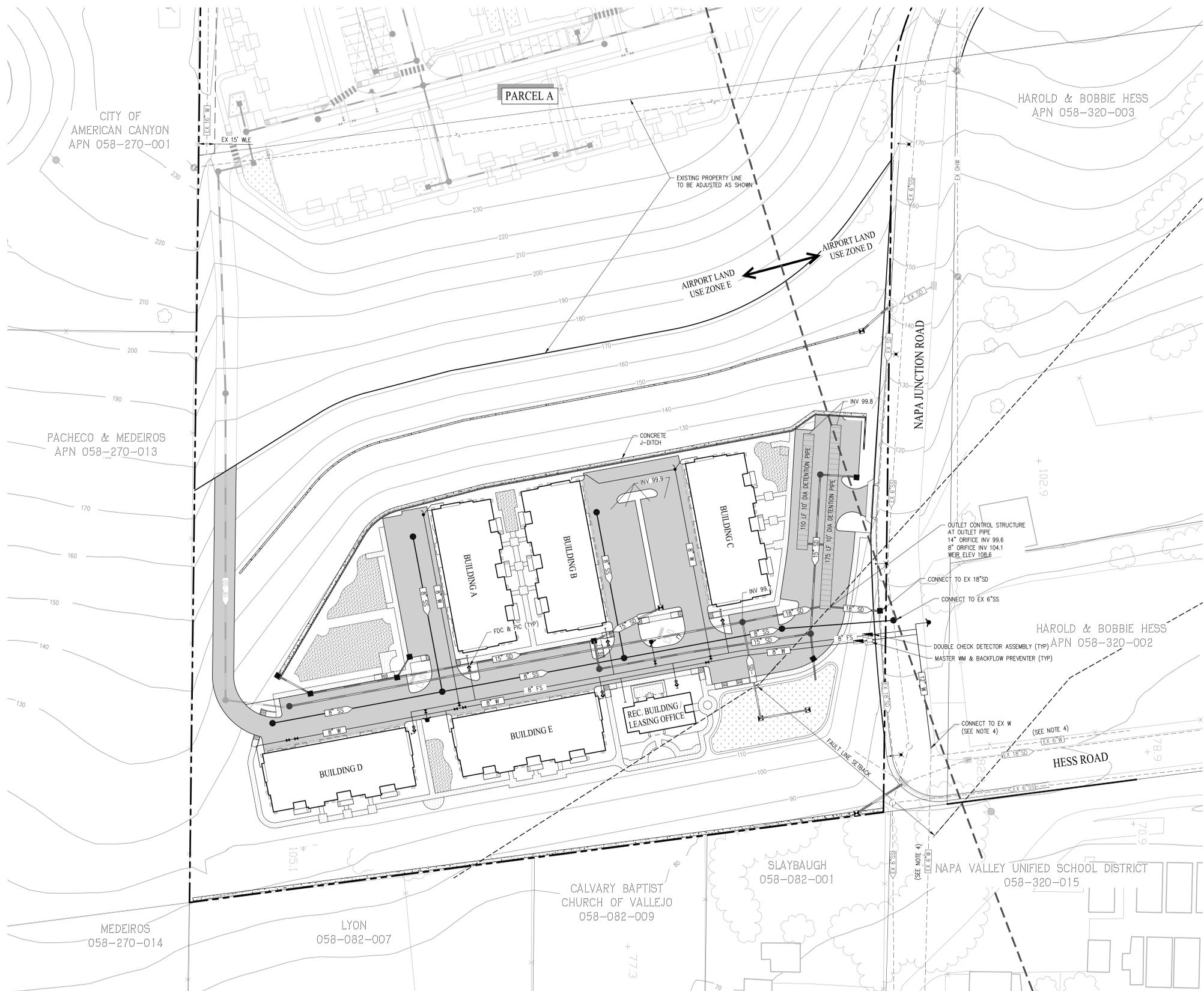
EARTHWORK SUMMARY

DESCRIPTION	CUT (C.Y.)	FILL (C.Y.)
ROUGH GRADING	6,000	6,000

- EARTHWORK NOTES:**
1. CONTRACTOR IS RESPONSIBLE TO COORDINATE WITH UTILITY CONTRACTOR TO DETERMINE STREET UNDERCUT AND TO BALANCE SITE AS NEEDED. UTILITY CONTRACTOR TO DETERMINE ANTICIPATED SPOILS BASED ON CONSTRUCTION METHOD.
 2. CONTRACTOR TO DETERMINE EARTHWORK QUANTITIES AND SHALL NOTIFY ENGINEER AND OWNER PRIOR TO STARTING CONSTRUCTION.
 3. ADDITIONAL MATERIALS MAY BE REQUIRED TO BALANCE.
 4. EARTHWORK QUANTITIES DO NOT INCLUDE ANY REMEDIAL GRADING AND/OR OVER-EXCAVATION THAT MAY BE NECESSARY.
 5. EARTHWORK QUANTITIES ASSUME THAT SITE WILL BE PREVIOUSLY MASS GRADED.

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SHEET NO.
C-3
 OF 7 SHEETS



- NOTES:**
1. ELECTRIC, TELEPHONE, AND CABLE SERVICE WILL BE PROVIDED FROM EXISTING FACILITIES ON NAPA JUNCTION ROAD. FINAL POINTS OF CONNECTION TO BE DETERMINED AT FINAL DESIGN.
 2. EXISTING OVERHEAD LINES ON NAPA JUNCTION ROAD WILL REMAIN.
 3. PROPOSED SANITARY SEWER MANHOLE CONNECTION ON NAPA JUNCTION ROAD MAY INCORPORATE A DROP STRUCTURE TO BE DETAILED ON THE CONSTRUCTION PLANS.
 4. EXISTING 6" WATER MAIN TO BE UPSIZED TO A 12" WATER MAIN PER CITY OF AMERICAN CANYON CAPITAL IMPROVEMENT PROJECT #W1.

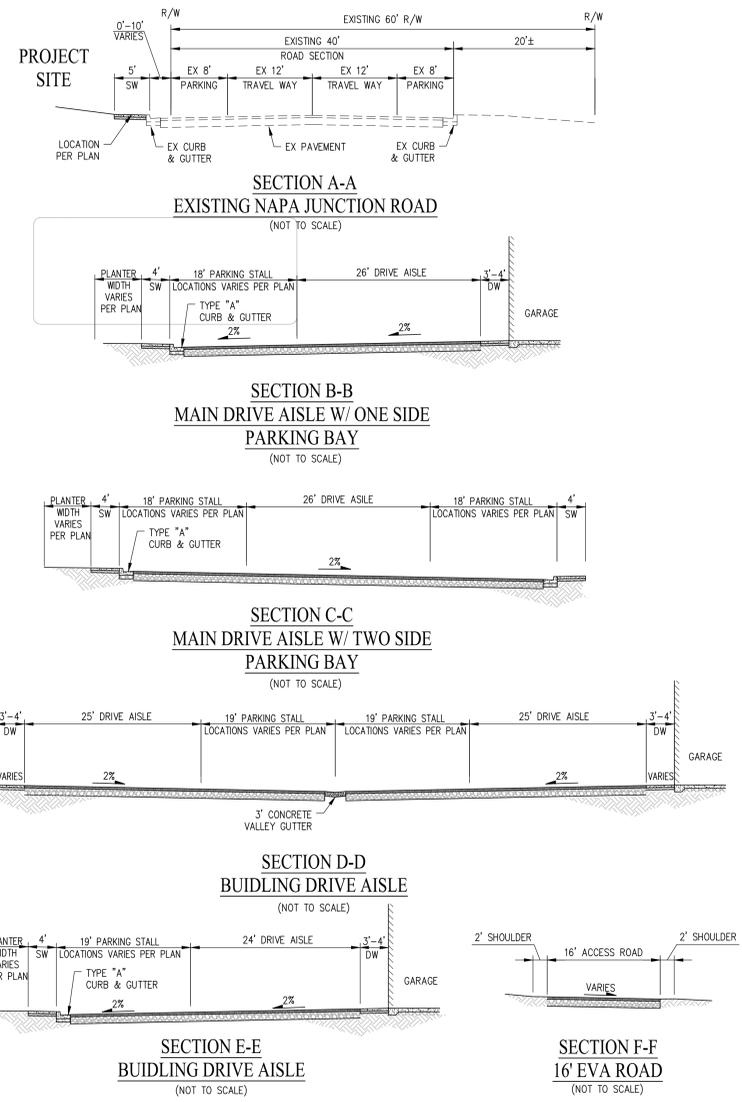
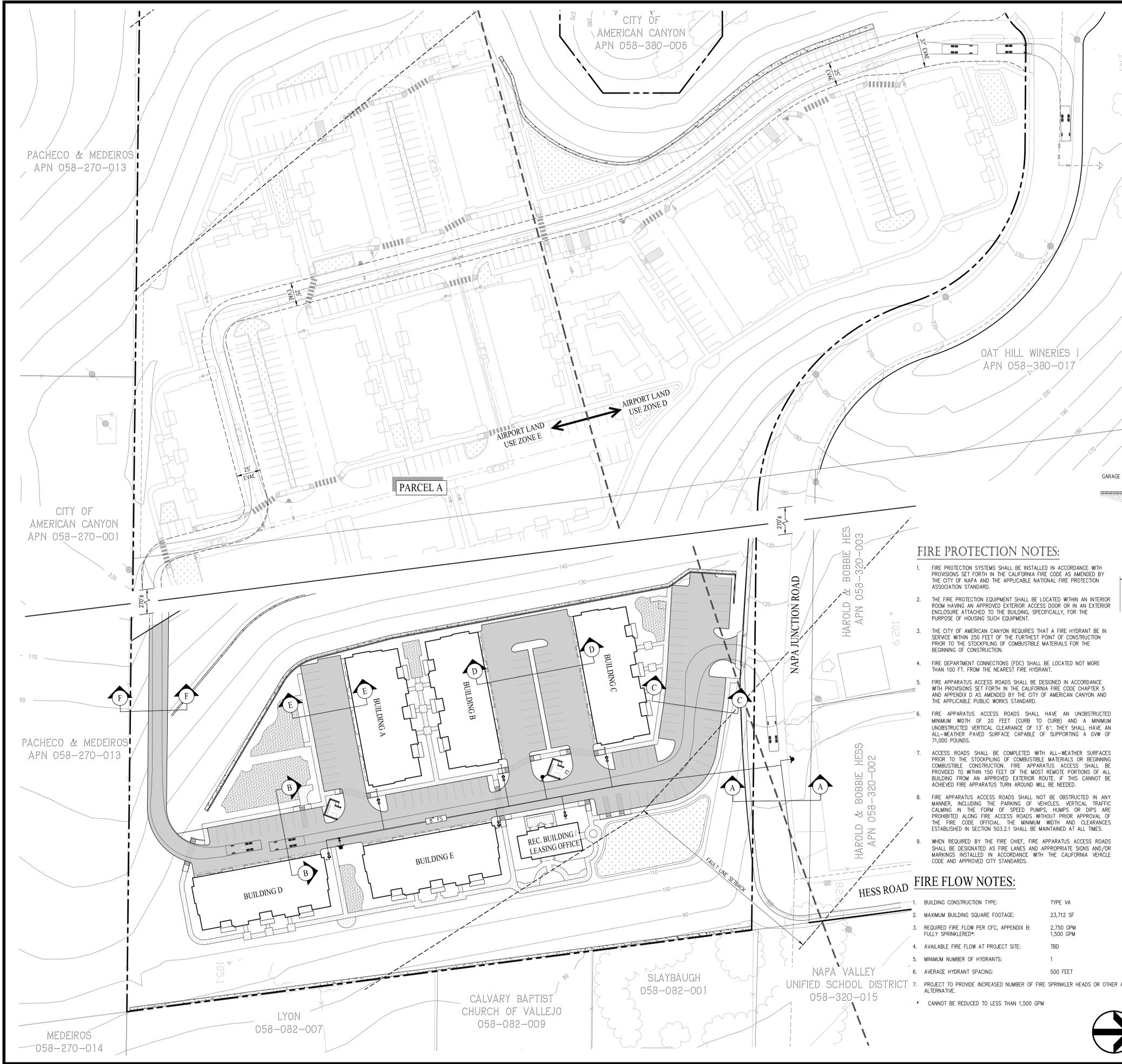
PROPOSED		LEGEND	
	RIGHT OF WAY	DCV	DOUBLE DETECTOR CHECK VALVE
	PROPOSED LOT LINE	FDC	FIRE DEPARTMENT CONNECTION
	EXISTING LOT LINE	EX	EXISTING
	TOP OF CURB	FG	FINISHED GRADE
	CENTERLINE	FL	FLOW LINE
	EASEMENT LINE	TC	TOP OF CURB
	FAULTLINE SETBACK	HP	HIGH POINT
	AIRPORT LAND USE ZONE LINE	INV	INVERT
	TOP/TOE OF SLOPE	LP	LOW POINT
	PROPOSED RETAINING WALL	PIV	POST INDICATOR VALVE
	BUILDING DESIGNATION	SSCO	SANITARY SERVICE CLEAN OUT
	10' CONTOUR	WLE	WATER LINE EASEMENT
	STORM DRAIN, CATCH BASIN & MANHOLE		
	SANITARY SEWER AND MANHOLE		EXISTING STORM DRAIN, CATCH BASIN & MANHOLE
	PRIVATE WATER MAIN AND VALVE		EXISTING WATER MAIN AND VALVE
	PRIVATE FIRE SERVICE WATER MAIN AND VALVE		EXISTING SANITARY SEWER AND MANHOLE
	LATERAL SERVICE		EXISTING UTILITY POLE
	10' DETENTION PIPE		EXISTING FIRE HYDRANT
	FIELD INLET		EXISTING 10' CONTOUR
	FIRE HYDRANT		PROPOSED 10' CONTOUR
	STREET LIGHT		
	PIV		
	FDC		

**DESIGN REVIEW
PRELIMINARY UTILITY PLAN
OAT HILL MULTI-FAMILY - PARCEL B**

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA
SCALE: 1" = 40' DATE: FEBRUARY 2021

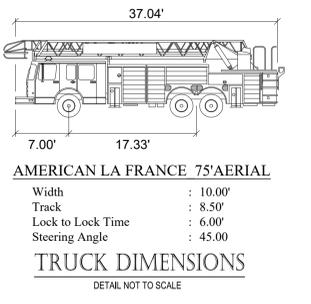
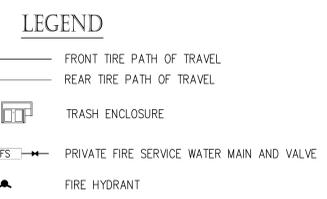
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SHEET NO.
C-4
 OF 7 SHEETS



- FIRE PROTECTION NOTES:**
- FIRE PROTECTION SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH PROVISIONS SET FORTH IN THE CALIFORNIA FIRE CODE AS AMENDED BY THE CITY OF NAPA AND THE APPLICABLE NATIONAL FIRE PROTECTION ASSOCIATION STANDARD.
 - THE FIRE PROTECTION EQUIPMENT SHALL BE LOCATED WITHIN AN INTERIOR ROOM HAVING AN APPROVED EXTERIOR ACCESS DOOR OR IN AN EXTERIOR ENCLOSURE ATTACHED TO THE BUILDING, SPECIFICALLY, FOR THE PURPOSE OF HOUSING SUCH EQUIPMENT.
 - THE CITY OF AMERICAN CANYON REQUIRES THAT A FIRE HYDRANT BE IN SERVICE WITHIN 250 FEET OF THE FURTHEST POINT OF CONSTRUCTION PRIOR TO THE STOCKPILING OF COMBUSTIBLE MATERIALS FOR THE BEGINNING OF CONSTRUCTION.
 - FIRE DEPARTMENT CONNECTIONS (FDC) SHALL BE LOCATED NOT MORE THAN 100 FT. FROM THE NEAREST FIRE HYDRANT.
 - FIRE APPARATUS ACCESS ROADS SHALL BE DESIGNED IN ACCORDANCE WITH PROVISIONS SET FORTH IN THE CALIFORNIA FIRE CODE CHAPTER 5 AND APPENDIX D AS AMENDED BY THE CITY OF AMERICAN CANYON AND THE APPLICABLE PUBLIC WORKS STANDARD.
 - FIRE APPARATUS ACCESS ROADS SHALL HAVE AN UNOBSTRUCTED MINIMUM WIDTH OF 20 FEET (CURB TO CURB) AND A MINIMUM UNOBSTRUCTED VERTICAL CLEARANCE OF 13' 6". THEY SHALL HAVE AN ALL-WEATHER PAVED SURFACE CAPABLE OF SUPPORTING A GVW OF 71,000 POUNDS.
 - ACCESS ROADS SHALL BE COMPLETED WITH ALL-WEATHER SURFACES PRIOR TO THE STOCKPILING OF COMBUSTIBLE MATERIALS OR BEGINNING COMBUSTIBLE CONSTRUCTION. FIRE APPARATUS ACCESS SHALL BE PROVIDED TO WITHIN 150 FEET OF THE MOST REMOTE PORTIONS OF ALL BUILDING FROM AN APPROVED EXTERIOR ROUTE. IF THIS CANNOT BE ACHIEVED FIRE APPARATUS TURN AROUND WILL BE NEEDED.
 - FIRE APPARATUS ACCESS ROADS SHALL NOT BE OBSTRUCTED IN ANY MANNER, INCLUDING THE PARKING OF VEHICLES. VERTICAL TRAFFIC CALMING IN THE FORM OF SPEED PUMPS, HUMPS OR DIPS ARE PROHIBITED ALONG FIRE ACCESS ROADS WITHOUT PRIOR APPROVAL OF THE FIRE CODE OFFICIAL. THE MINIMUM WIDTH AND CLEARANCES ESTABLISHED IN SECTION 503.2.1 SHALL BE MAINTAINED AT ALL TIMES.
 - WHEN REQUIRED BY THE FIRE CHIEF, FIRE APPARATUS ACCESS ROADS SHALL BE DESIGNATED AS FIRE LANES AND APPROPRIATE SIGNS AND/OR MARKINGS INSTALLED IN ACCORDANCE WITH THE CALIFORNIA VEHICLE CODE AND APPROVED CITY STANDARDS.

- FIRE FLOW NOTES:**
- | | |
|---|------------------------|
| 1. BUILDING CONSTRUCTION TYPE: | TYPE VA |
| 2. MAXIMUM BUILDING SQUARE FOOTAGE: | 23,712 SF |
| 3. REQUIRED FIRE FLOW PER CFC, APPENDIX B: FULLY SPRINKLERED*: | 2,750 GPM
1,500 GPM |
| 4. AVAILABLE FIRE FLOW AT PROJECT SITE: | TBD |
| 5. MINIMUM NUMBER OF HYDRANTS: | 1 |
| 6. AVERAGE HYDRANT SPACING: | 500 FEET |
| 7. PROJECT TO PROVIDE INCREASED NUMBER OF FIRE SPRINKLER HEADS OR OTHER APPROVED ALTERNATIVE. | |
- * CANNOT BE REDUCED TO LESS THAN 1,500 GPM



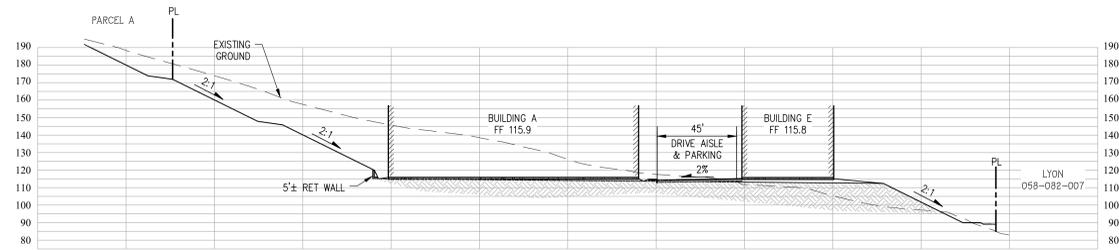
DESIGN REVIEW STREET SECTIONS & TRUCK TURNING PLAN OAT HILL MULTI-FAMILY - PARCEL B

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA
SCALE: 1" = 40' DATE: FEBRUARY 2021

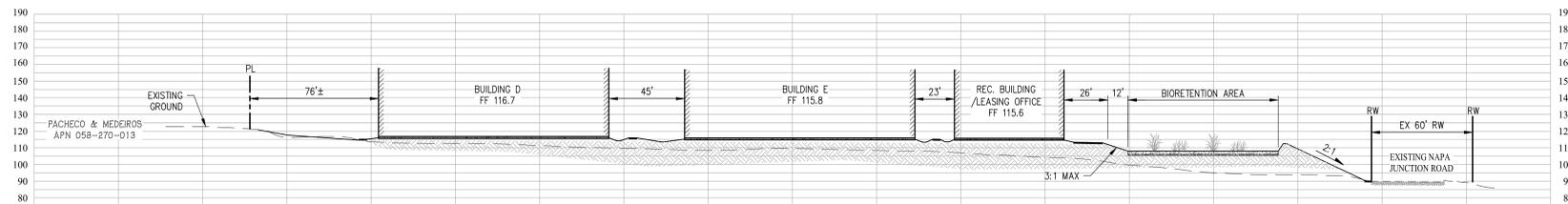
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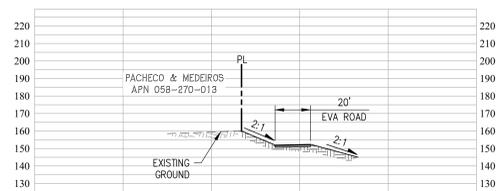
SHEET NO. **C-5**
OF 7 SHEETS



SECTION A-A
NOT TO SCALE



SECTION B-B
NOT TO SCALE



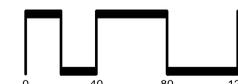
SECTION C-C
SCALE: 1" = 40'

NOTES:

- SECTION LOCATIONS ARE SHOWN ON SHEET C-3

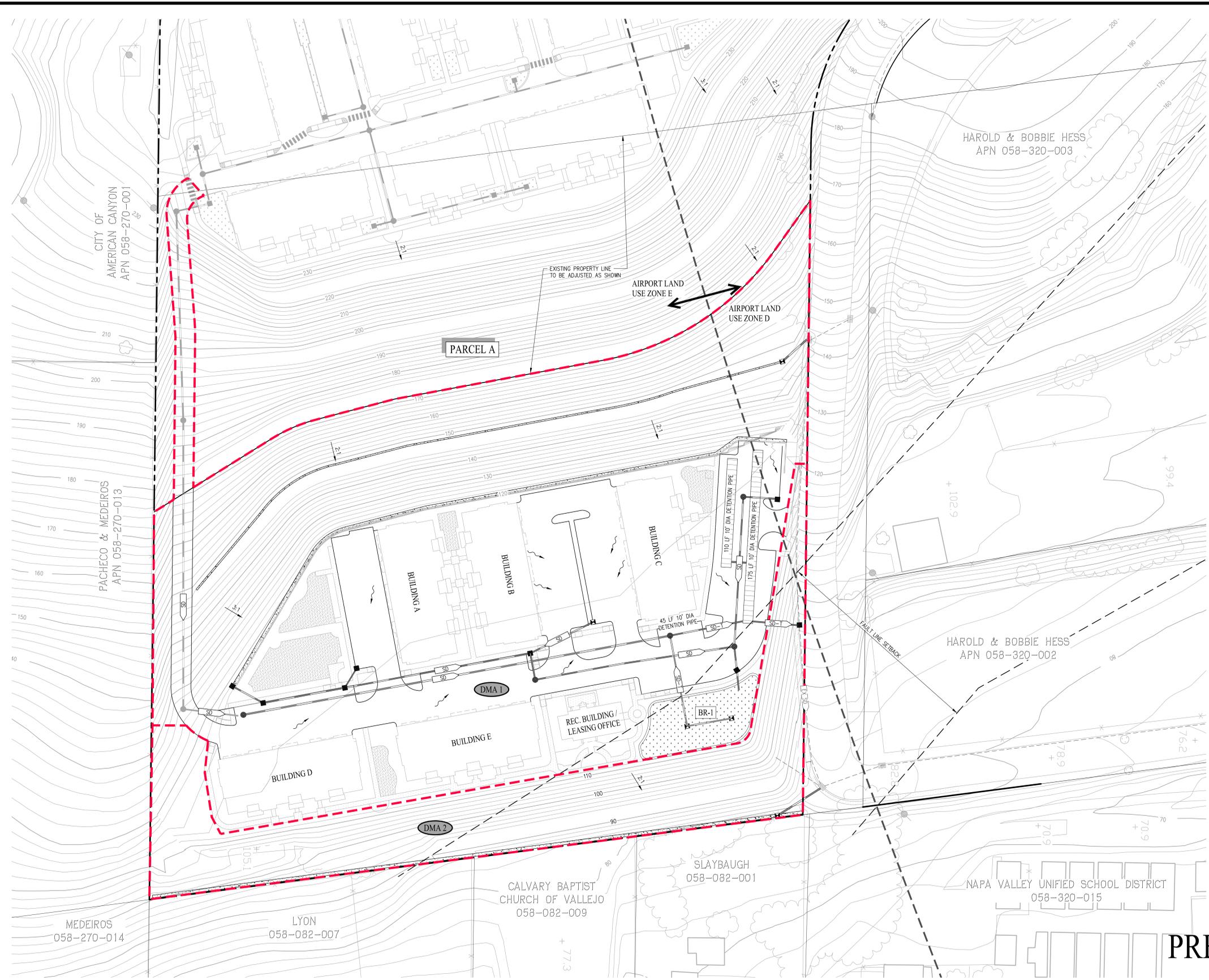
DESIGN REVIEW
GRADING CROSS SECTIONS
OAT HILL MULTI-FAMILY - PARCEL B

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA
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SHEET NO.
C-6
OF 7 SHEETS



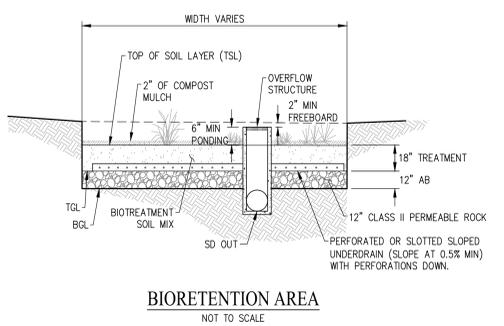
LEGEND

- EXISTING BOUNDARY
- RIGHT OF WAY
- PROPOSED LOT LINE
- EXISTING LOT LINE
- TOP OF CURB
- EASEMENT LINE
- FAULTLINE SETBACK
- AIRPORT LAND USE ZONE LINE
- TOP OF SLOPE/DAYLIGHT
- PROPOSED RETAINING WALL
- DRAINAGE AREA BOUNDARY
- 10' DETENTION PIPE
- BIORETENTION AREA
- DRAINAGE MANAGEMENT AREA
- BIORETENTION AREA
- PROPOSED STORM DRAIN

DRAINAGE MANAGEMENT AREA (DMA)	IMPERVIOUS AREA (SF)	PERVIOUS AREA (SF)	DRAINAGE AREA (SF)	REQUIRED TREATMENT AREA (SF)	PROVIDED TREATMENT AREA (SF)	TREATMENT TYPE
DMA 1	128,772	131,260	260,032	5,676	5,797	BIORETENTION
DMA 2	-	60,669	60,669	-	-	SELF-TREATING

NOTES

- VALUES IN THE TABLE ABOVE ARE ESTIMATED BASED UPON THE AVAILABLE INFORMATION AT THE TIME OF THIS MAP.
- REQUIRED TREATMENT AREAS CALCULATED USING THE 4% RULE WITH A FACTOR OF 1.0 FOR IMPERVIOUS AREAS AND 0.1 FOR PERVIOUS AREAS (NAPA COUNTY IMP SIZING TOOL).



DESIGN REVIEW
PRELIMINARY STORMWATER CONTROL PLAN
 OAT HILL MULTI-FAMILY - PARCEL B

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA
 SCALE: 1" = 60' DATE: FEBRUARY 2021

SAN RAMON : (925) 866-0322
 SACRAMENTO : (916) 375-1877
 WWW.CBANDG.COM
 CIVIL ENGINEERS • SURVEYORS • PLANNERS

SHEET NO. **C-7** OF 7 SHEETS



OVERALL LANDSCAPE SITE PLAN

CONCEPTUAL TREE PALETTE

TREES	BOTANICAL NAME	COMMON NAME	MIN. SIZE	WATER USE (WUCOLS)
	ACER BUERGERIANUM	TRIDENT MAPLE	24"BOX	MOD
	ACER PLATANOIDES 'CRIMSON SENTRY'	CRIMSON SENTRY NORWAY MAPLE	24"BOX	MOD
	ACER RUBRUM 'RED SUNSET'	RED SUNSET MAPLE	24"BOX	MOD
	GINKGO BILOBA 'PRINCETON SENTRY'	PRINCETON SENTRY GINKGO	24"BOX	MOD
	LAGERSTROEMIA X 'ARAPAHO'	ARAPAHO CRAPE MYRTLE	24"BOX	LOW
	LAGERSTROEMIA X 'ZUNI'	ZUNI CRAPE MYRTLE	24"BOX	LOW
	PISTACIA CHINENSIS 'KEITH DAVEY'	KEITH DAVEY CHINESE PISTACHE	24"BOX	LOW
	QUERCUS AGRIFOLIA	COAST LIVE OAK	24"BOX	V. LOW
	QUERCUS DOUGLASII	BLUE OAK	24"BOX	V. LOW
	QUERCUS LOBATA	VALLEY OAK	24"BOX	LOW

CONCEPTUAL SHRUB PALETTE

BOTANICAL NAME	COMMON NAME	MIN. SIZE	WATER USE (WUCOLS)
PROTOTYPICAL LANDSCAPE PALETTE			
	ACHILLEA MILLEFOLIUM	COMMON YARROW	1 GAL. LOW
	ANGIOZANTHOS HYBRID	KANGAROO PAW	1 GAL. LOW
	ARCTOSTAPHYLOS SPP.	MANZANITA	1 GAL. LOW
	CALLISTEMON V. 'BETTER JOHN'	DWARF WEEPING BOTTLE BRUSH	1 GAL. LOW
	CAREX TUMULICOLA	BERKELEY SEDGE	1 GAL. LOW
	CEANOTHUS SPP.	CALIFORNIA LILAC	5 GAL. LOW
	CISTUS SPP.	ROCK ROSE	5 GAL. LOW
	DESCHAMPSIA CAESPITOSA	TUFTED HAIR GRASS	1 GAL. LOW
	DIETES BICOLOR	FORTNIGHT LILY	5 GAL. LOW
	ELYMUS C. 'CANYON PRINCE'	WILD RYE	1 GAL. LOW
	ERIGERON GLAUCUS	SEASIDE DAISY	1 GAL. MOD
	EUONYMUS JAPONICUS	JAPANESE SPINDLE	1 GAL. LOW
	FESTUCA CALIFORNICA	CALIFORNIA FESCUE	1 GAL. MOD
	GELSEMIUM SEMPERVIRENS	CAROLINA JESSAMINE	5 GAL. LOW
	GREVILLEA NOELLII	GREVILLEA	1 GAL. LOW
	HELIANthemum NUMMULARIUM	SUN ROSE	1 GAL. MOD
	KNIPHOFIA UVARIA	TORCH LILY	1 GAL. LOW
	MUHLENBERGIA RIGENS	DEER GRASS	5 GAL. LOW
	MYRTUS C. 'COMPACTA'	DWARF MYRTLE	5 GAL. LOW
	MYOPORUM P. 'PROSTRATUM'	MYOPORUM	1 GAL. LOW
	NASSELLA PULCHRA	PURPLE NEEDLEGRASS	1 GAL. LOW
	PENNISETUM ORIENTALE	ORIENTAL FOUNTAIN GRASS	1 GAL. LOW
	PHORMIUM TENAX	NEW ZEALAND FLAX	5 GAL. LOW
	PRUNUS C. 'COMPACTA'	CAROLINA CHERRY	5 GAL. LOW
	SALVIA GREGGII	AUTUMN SAGE	1 GAL. LOW
	SALVIA LEUCANTHA	MEXICAN BUSH SAGE	5 GAL. LOW
	TEUCRIUM CHAMAEDRYS	GERMANDER	1 GAL. LOW
	VERBENA PERUVIANA	PERUVIAN VERBENA	1 GAL. LOW
	XYLOSMA C. 'COMPACTA'	COMPACT XYLOSMA	5 GAL. LOW
	ZAUSCHNERIA CALIFORNICA	CALIFORNIA FUCHSIA	1 GAL. LOW

ATTACHMENT 9 EXHIBIT B

RH HESS DEVELOPMENT
 3423 BROADWAY, SUITE D-5
 AMERICAN CANYON, CA 94503
 707.255.8075

OAT HILL MULTI-FAMILY
 American Canyon, California

OVERALL PLAN
 CONCEPTUAL LANDSCAPE PLAN
 OCTOBER 2020

vanderToolen Associates
 2295 Gateway Oaks Dr.
 Suite 125
 Sacramento, CA 95833
 tel: 707.224.2299
 www.vandertoolen.com

0' 25' 50' 100'
 SCALE: 1" = 50'-0"
 NORTH

L-1
 Project No. 04320

CONCEPTUAL TREE PALETTE

TREES	BOTANICAL NAME	COMMON NAME	MIN. SIZE	WATER USE (WUCOLS)
	ACER BUERGERIANUM	TRIDENT MAPLE	24"BOX	MOD
	ACER PLATANOIDES 'CRIMSON SENTRY'	CRIMSON SENTRY NORWAY MAPLE	24"BOX	MOD
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	PISTACIA CHINENSIS 'KEITH DAVEY'	KEITH DAVEY CHINESE PISTACHE	24"BOX	LOW
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	QUERCUS DOUGLASII	BLUE OAK	24"BOX	V. LOW
	QUERCUS LOBATA	VALLEY OAK	24"BOX	LOW

MAILBOX LEGEND

- TURF
- NON-IRRIGATED NATIVE MIX HYDROSEED ON SLOPE
- BIO-RETENTION

MAILBOX LEGEND

PROPOSED MAILBOX LOCATION. MAILBOX SIZES AND LOCATIONS ARE TO BE VERIFIED FOR USPS FINAL APPROVAL PRIOR TO INSTALLATION.

CONCEPTUAL SHRUB PALETTE

BOTANICAL NAME	COMMON NAME	MIN. SIZE	WATER USE (WUCOLS)
PROTOTYPICAL LANDSCAPE PALETTE			
ACHILLEA MILLEFOLIUM	COMMON YARROW	1 GAL.	LOW
ANIGONANTHOS HYBRID	KANGAROO PAW	1 GAL.	LOW
ARCTOSTAPHYLOS SPP.	MANZANITA	1 GAL.	LOW
CALLISTEMON V. 'BETTER JOHN'	DWARF WEEPING BOTTLE BRUSH	1 GAL.	LOW
CAREX TUMULICOLA	BERKELEY SEDGE	1 GAL.	LOW
CEANOOTHUS SPP.	CALIFORNIA LILAC	5 GAL.	LOW
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KNIPHOFIA UVARIA	TOURCHILY	1 GAL.	LOW
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OAT HILL MULTI-FAMILY

American Canyon, California

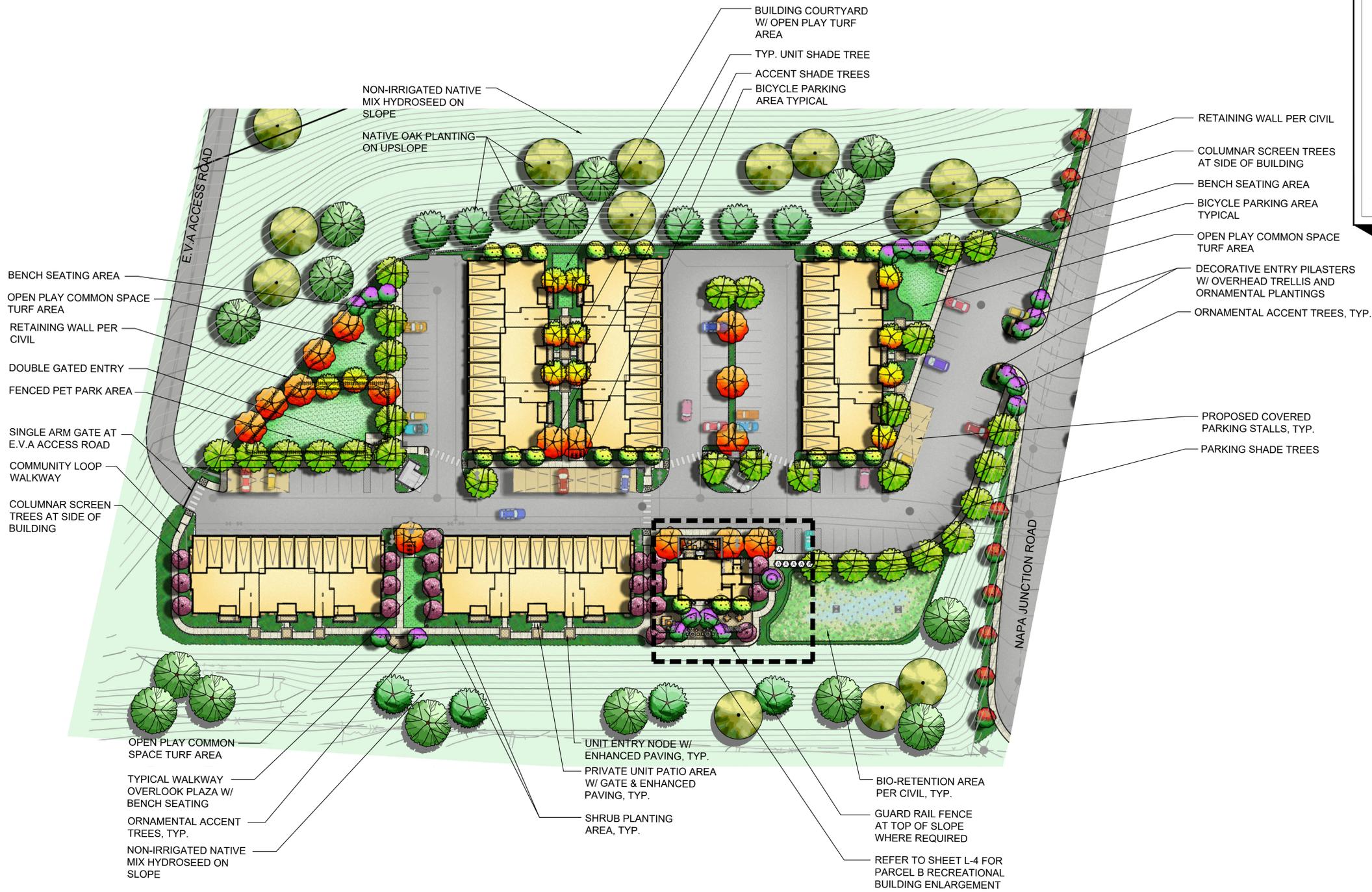
PARCEL A ENLARGEMENT

CONCEPTUAL LANDSCAPE PLAN
 OCTOBER 2020

vanderToolen Associates
 2295 Gateway Oaks Dr.
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 Sacramento, CA 95833
 tel: 707.224.2299
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0' 20' 40' 80'
 SCALE: 1" = 40'-0"
 NORTH

L-2
 Project No. 04320

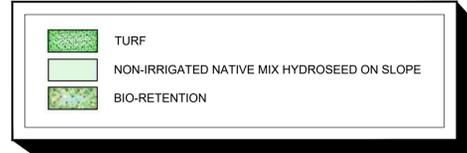


CONCEPTUAL TREE PALETTE

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CONCEPTUAL SHRUB PALETTE

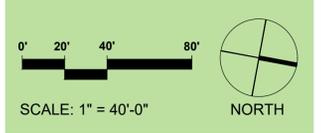
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OAT HILL MULTI- FAMILY
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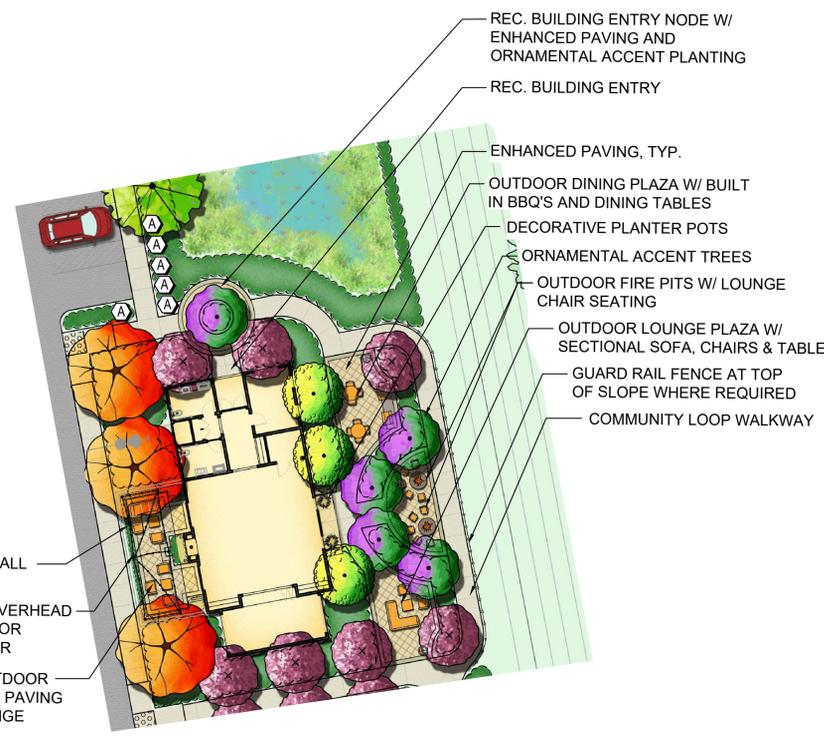
PARCEL B ENLARGEMENT
 CONCEPTUAL LANDSCAPE PLAN
 OCTOBER 2020



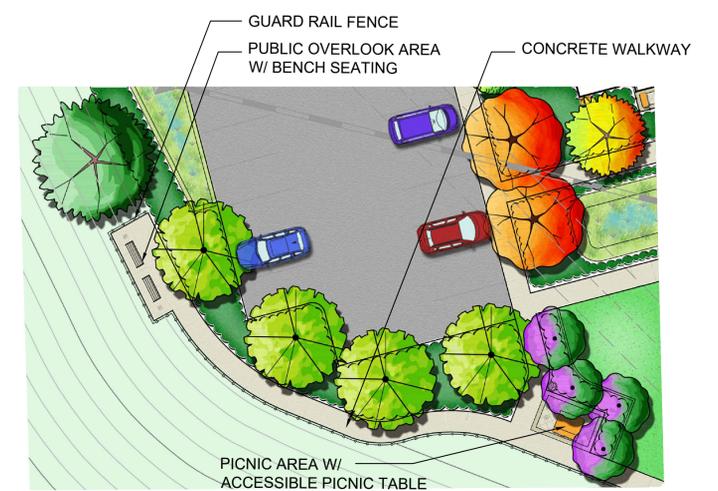
L-3
 Project No. 04320



PARCEL A RECREATIONAL BUILDING AND POOL AREA



PARCEL B RECREATIONAL BUILDING



PARCEL A PUBLIC OVERLOOK AREA

MAILBOX LEGEND

PROPOSED MAILBOX LOCATION. MAILBOX SIZES AND LOCATIONS ARE TO BE VERIFIED FOR USPS FINAL APPROVAL PRIOR TO INSTALLATION.

TURF

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RH HESS DEVELOPMENT

3423 BROADWAY, SUITE D-5
AMERICAN CANYON, CA 94503
707.255.8075

OAT HILL MULTI-FAMILY

American Canyon, California

RECREATIONAL BUILDING & PUBLIC OVERLOOK ENLARGEMENTS

CONCEPTUAL LANDSCAPE PLAN
OCTOBER 2020

vanderToolen Associates
2295 Gateway Oaks Dr.
Suite 125
Sacramento, CA 95833

tel: 707.224.2299
www.vandertoolen.com

0' 10' 20' 40'

SCALE: 1" = 20'-0"

NORTH

L-4

Project No. 04320



COMMUNITY ENTRY PILASTER & OVERHEAD TRELLIS FEATURE



OVERLOOK PLAZA WITH BENCH SEATING



OPEN TURF SPACE RECREATION



OPEN TURF SPACE RECREATION



FENCED IN OFF LEASH DOG PARK



PARCEL 'A' RECREATION BUILDING POOL



PARCEL 'A' RECREATION BUILDING JACUZZI SPA



PARCEL 'A' RECREATION BUILDING OPEN/COVERED FITNESS ROOM TURF AREA



PARCEL 'A' POOL AREA COVERED DAY BED



PARCEL 'A' POOL AREA CHAISE LOUNGE CHAIR



PARCEL 'A' POOL AREA OUTDOOR DINING TABLE



PARCEL 'B' RECREATION BUILDING OUTDOOR FIREPITS WITH LOUNGE SEATING



PARCEL 'B' RECREATION BUILDING BUILT IN BBQ PLAZA



PARCEL 'B' RECREATION BUILDING LOUNGE PLAZA SEATING



PARCEL 'B' RECREATION BUILDING OUTDOOR MULTI-PURPOSE ROOM OVERHEAD LIGHTS & SEATING



PARCEL 'B' RECREATION BUILDING OUTDOOR MULTI-PURPOSE ROOM WALL TRELLIS WITH VINES



METAL DOG PARK FENCE



METAL POOL FENCE



TOP OF SLOPE GUARD RAIL FENCE



DOUBLE GATED DOG PARK ENTRY



SITE BENCH SEATING



SITE TRASH RECEPTACLE



SITE CONCRETE PICNIC TABLE



ENHANCED STAMPED & COLORED CONCRETE PAVING



COLORED CONCRETE BANDS

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3423 BROADWAY, SUITE D-5
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OAT HILL MULTI- FAMILY
American Canyon, California

CONCEPT LIFESTYLE IMAGERY
CONCEPTUAL LANDSCAPE PLAN
OCTOBER 2020

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L-5

Project No. 04320

TREES



SHRUBS AND GROUNDCOVER



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OAT HILL MULTI- FAMILY
 American Canyon, California

CONCEPT PLANT IMAGERY
 CONCEPTUAL LANDSCAPE PLAN
 OCTOBER 2020

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L-6

Project No. 04320



17-Plex

Color Scheme #3

CONCEPTUAL STREETSCENE

OAT HILL MULTI-FAMILY – PARCEL B

AMERICAN CANYON, CALIFORNIA

October 19 , 2020

SITE PLAN

ContextSP1
 Conceptual Site PlanSP2

ARCHITECTURE

Recreation Building: Floor PlanA1
 Recreation Building: ElevationsA2
 17 Plex | Building Plan.....A3
 17 Plex | Building Plan.....A4
 17 Plex | Building Elevations.....A5

Unit Plans | Plan 1.....A6
 Unit Plans | Plan 1X.....A7
 Unit Plans | Plan 2.....A8
 Unit Plans | Plan 3.....A9
 Unit Plans | Plan 4.....A10
 Unit Plans | Plan 5.....A11
 Unit Plans | Plan 6.....A12
 Trash Enclosure & Carport SampleA13
 Exterior Color & Materials | Lighting FixtureA14

Project Information

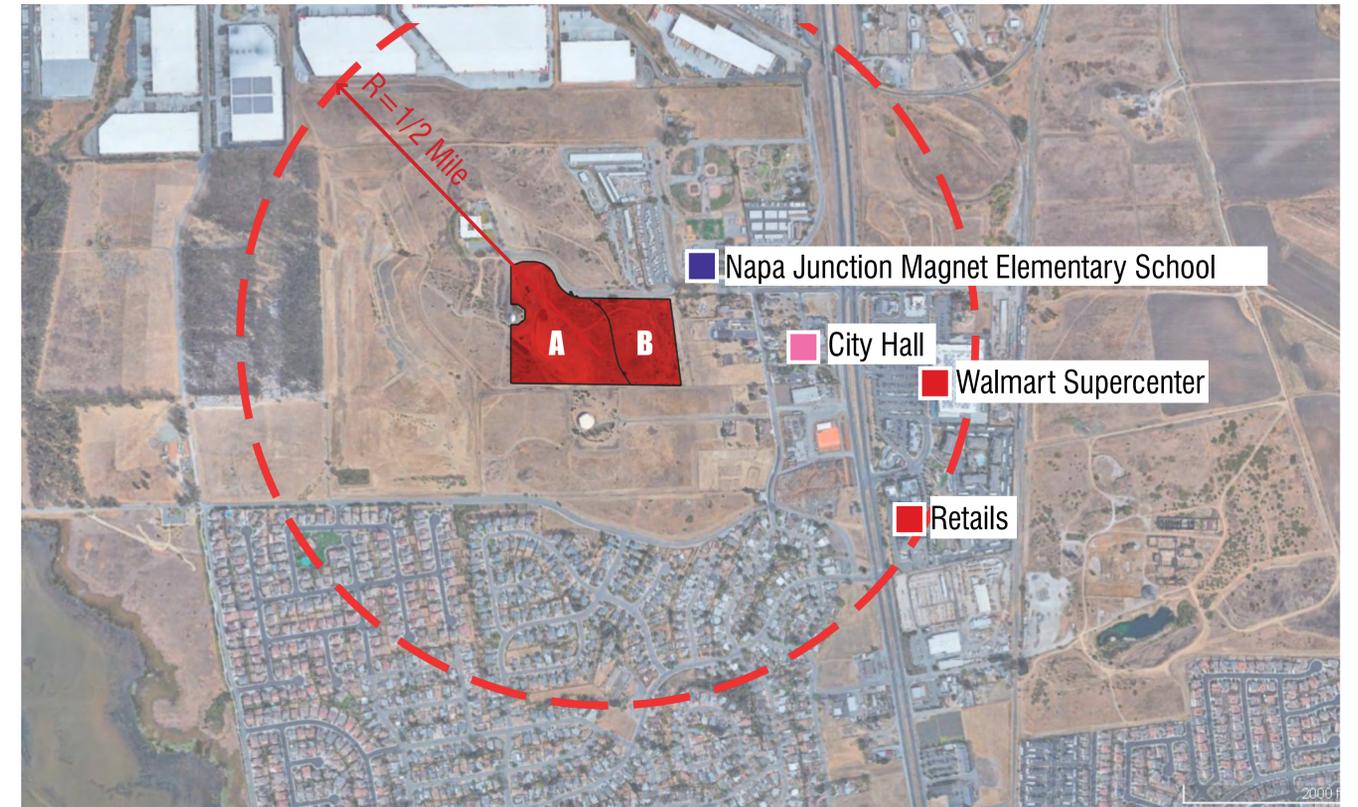
Building Type: V-A
 NFPA 13R Sprinkler



BUS ROUTE (American Canyon Transit - Monday - Friday)

- AM Timepoint Stops within 1/2 Mile
- PM Timepoint Stops within 1/2 Mile
- AM Timepoint Bus Route (4 Trips per Day except Wed, 5 Trips on Wed)
- AM Loops Timepoint Bus Route (1 Trip per Day)

Note:
More Details about Bus Schedule is available at American Canyon Transit Website



Context

- School
- Institution
- Commercial

Note:
More Details about Bus Schedule is available at American Canyon Transit Website

CONTEXT

OAT HILL MULTI-FAMILY – PARCEL B

AMERICAN CANYON, CALIFORNIA



Project Summary

- Parcel B**
- Gross Site Area:** + 7.2 Acres
- Total Units:** 85 Units
- (20) 1 Bdrm Units
 - (45) 2 Bdrm Units
 - (20) 3 Bdrm Units
- Density:** 11.8 DU per Gross Area
- Parking:**
- Required:** 182 Spaces
- (20) 1 Bedroom x 1.5 Spaces =30 Spaces
 - (45) 2 or more Bedroom x 2 Spaces =130 Spaces
 - (85) Guest x 0.25 Spaces =22 Spaces
 - 4 Handicapped + 1 Van Required
- Provided:** 182 Spaces
- Garage: 65 Spaces
 - Carports: 20 Spaces
 - Head In: 97 Spaces (9' x 18')
- Open Space**
- Common Open Space: 27,647 SF
 - Hillside Slope Area: 257,004 SF



KEY MAP N.T.S

- Notes:**
1. Site plan must be reviewed by planning, building, and fire departments for code compliance.
 2. Base information per civil engineer.
 3. Civil engineer to verify all setbacks and grading information
 4. Please refer to landscape plan for final landscape details.
 5. Building setbacks are measured from property lines to building foundation lines.

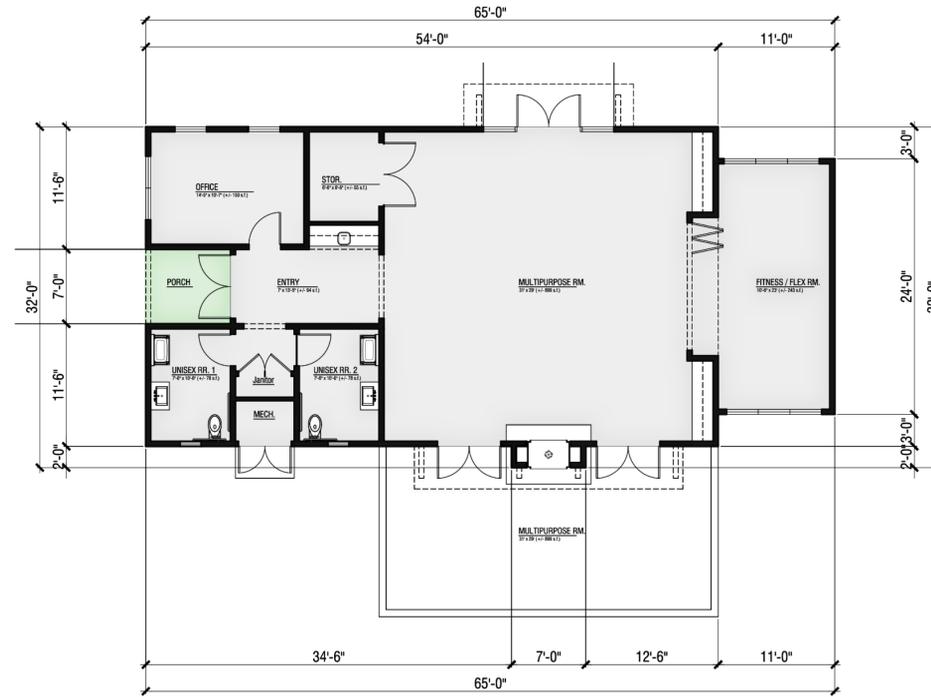


CONCEPTUAL SITE PLAN

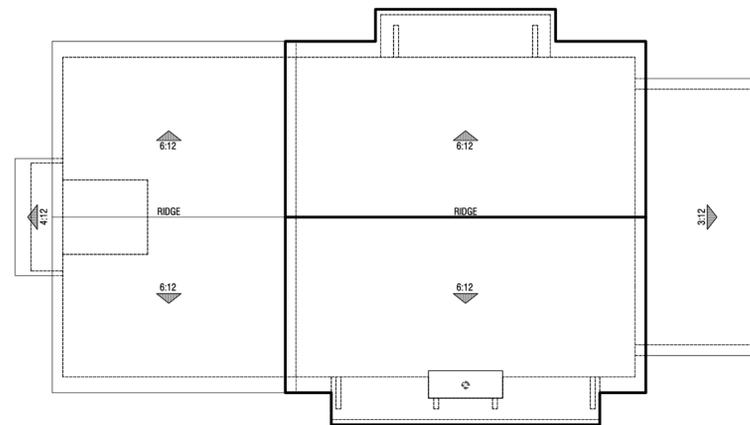
OAT HILL MULTI-FAMILY – PARCEL B

AMERICAN CANYON, CALIFORNIA

PLAN KEY: Recreation Building
 ■ Conditioned Space: 1,842 SF
 ■ Entry Porch: 56 SF



Recreation Building Floor Plan: Parcel B
 1,842 SF Total

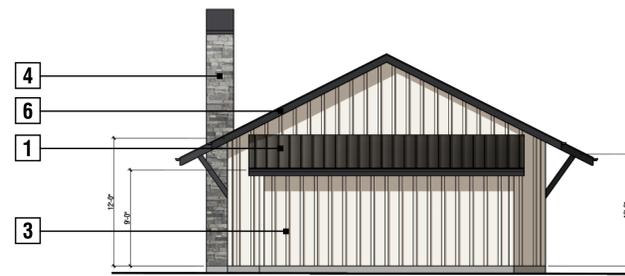


Recreation Building Roof Plan: Parcel B

RECREATION BUILDING FLOOR PLAN

OAT HILL MULTI-FAMILY – PARCEL B

AMERICAN CANYON, CALIFORNIA



Recreation Building Right



Recreation Building Rear



Recreation Building Left



Recreation Building Front

EXTERIOR COLORS & MATERIALS

Color Scheme #4

- | | |
|---|--|
| 1 Metal Roof - <i>Dark Bronze (50)</i> | 5 Fiber Cement Trim |
| 2 Insulated Vinyl Windows | 6 Wood Fascia |
| 3 Board & Batten Vertical Fiber
Cement Siding With Corner Boards | 7 Utility Doors |
| 4 Stone - <i>Creative Mines</i>
<i>Craft Split Modular (Shadowplay)</i> | 8 Fiberglass Door with
Panel Sytem |

RECREATION BUILDING ELEVATIONS

OAT HILL MULTI-FAMILY – PARCEL B

AMERICAN CANYON, CALIFORNIA



Second Floor



First Floor

PLAN KEY

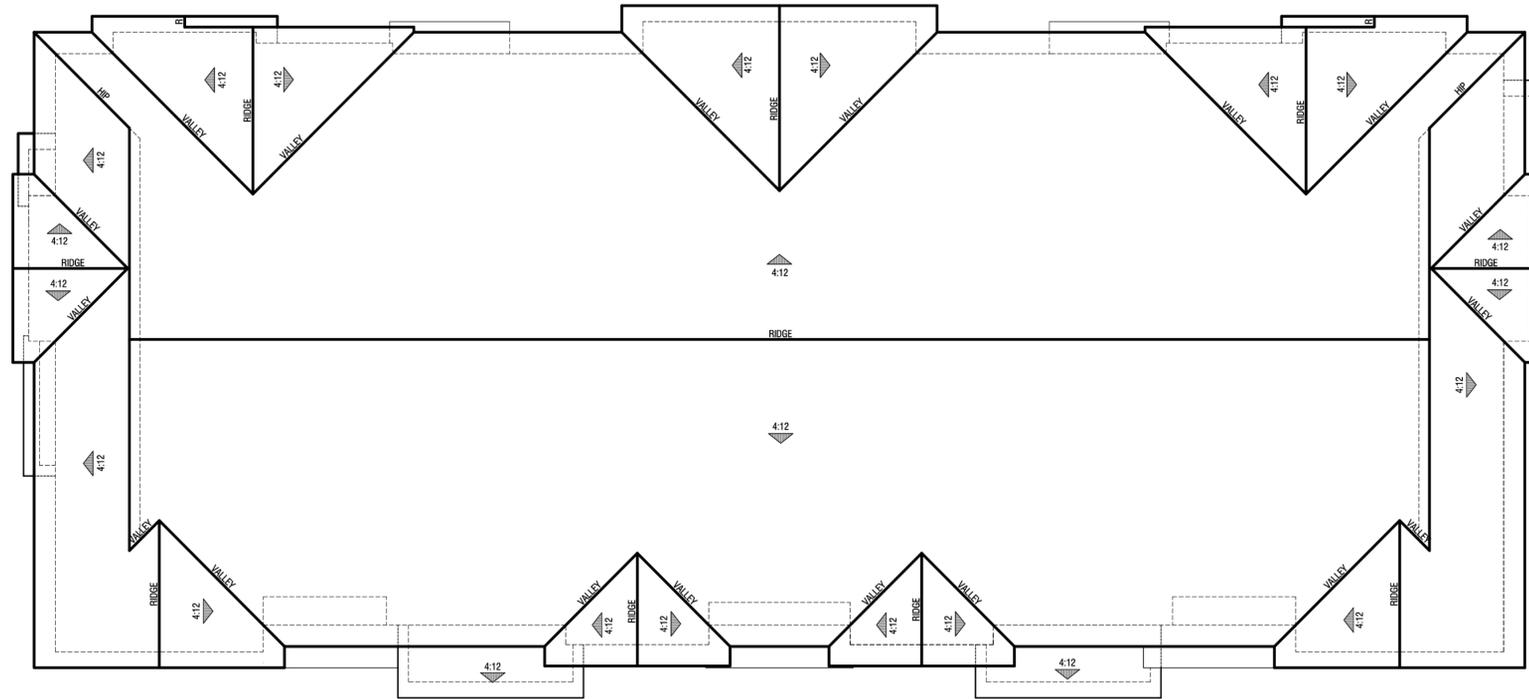
- Plan 1X
- Plan 1
- Plan 2
- Plan 3
- Plan 4
- Plan 5
- Plan 6
- Garages
- Common Space
- Balcony / Patio

17-Plex Total Building Area: 23,712 SF
 (Includes all covered areas on all three levels)

17-PLEX | Building Plan

OAT HILL MULTI-FAMILY – PARCEL B

AMERICAN CANYON, CALIFORNIA



Roof Plan

PLAN KEY

- Plan 1X
- Plan 1
- Plan 2
- Plan 3
- Plan 4
- Plan 5
- Plan 6
- Garages
- Common Space
- Balcony / Patio



Third Floor

17-PLEX | Building Plan

OAT HILL MULTI-FAMILY – PARCEL B

AMERICAN CANYON, CALIFORNIA



Right



Rear



Left



Front

EXTERIOR COLORS & MATERIALS

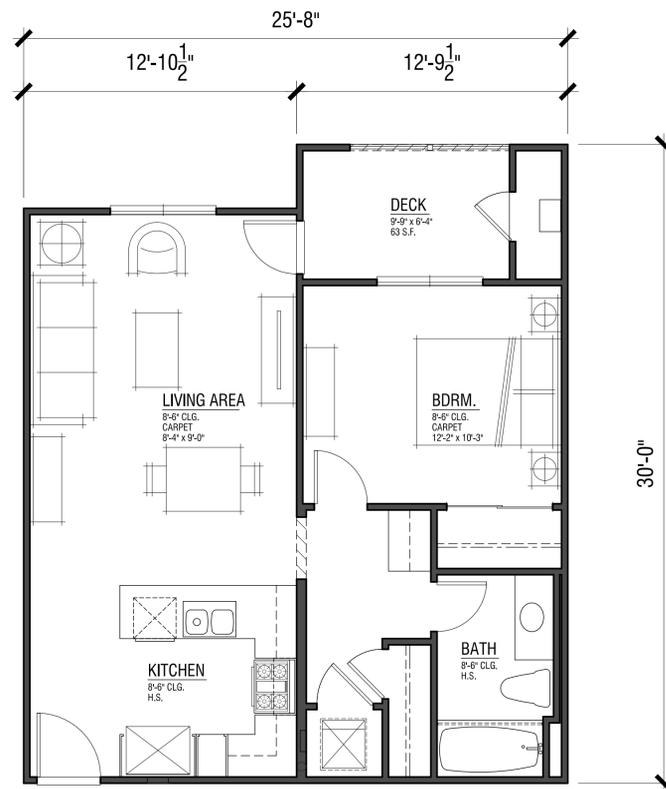
Color Scheme #1

- | | | |
|--|--------------------------------------|--|
| 1 Concrete Slate Roofing -
<i>Eagle, Brown Range</i> | 6 Board & Batten Gable Siding | 12 Wood Fascia |
| 2 Metal Roof - <i>Mettalic Silver (K7)</i> | 7 Fiber Cement Trim | 13 Garage Door: Metal Sectional Roll-up |
| 3 Stucco | 8 Stucco Over Foam Trim | 14 Light Fixture, Refer to Sheet A14 |
| 4 Insulated Vinyl Windows | 9 Metal Railing | |
| 5 Board & Batten Vertical Fiber
Cement Siding With Corner Boards | 10 Unit Doors | |
| | 11 Utility Doors | |

17-PLEX | Building Elevations

OAT HILL MULTI-FAMILY – PARCEL B

AMERICAN CANYON, CALIFORNIA

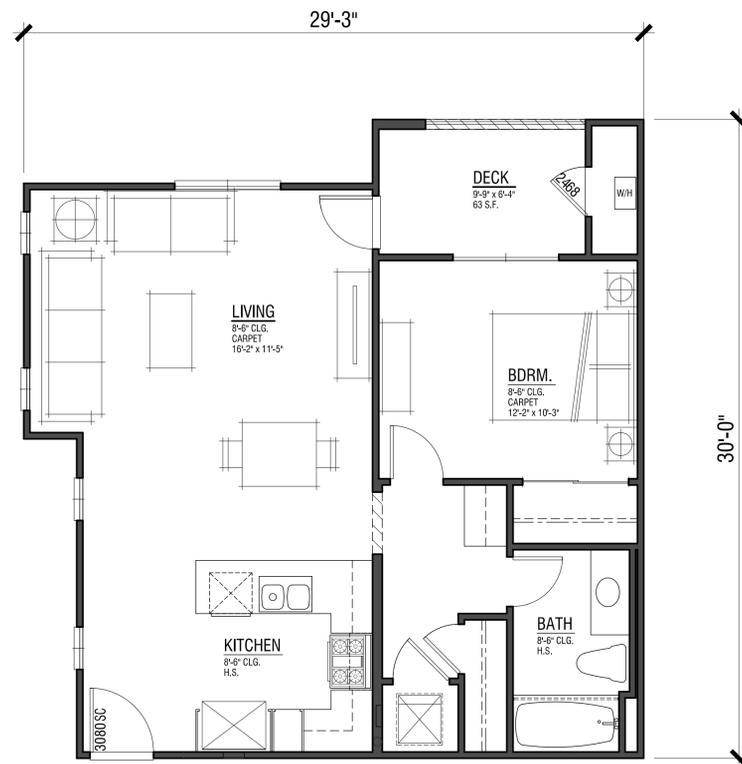


Plan 1
611 SF
1 Bdrm | 1 Bath

UNIT PLANS | Plan 1

OAT HILL MULTI-FAMILY – PARCEL B

AMERICAN CANYON, CALIFORNIA

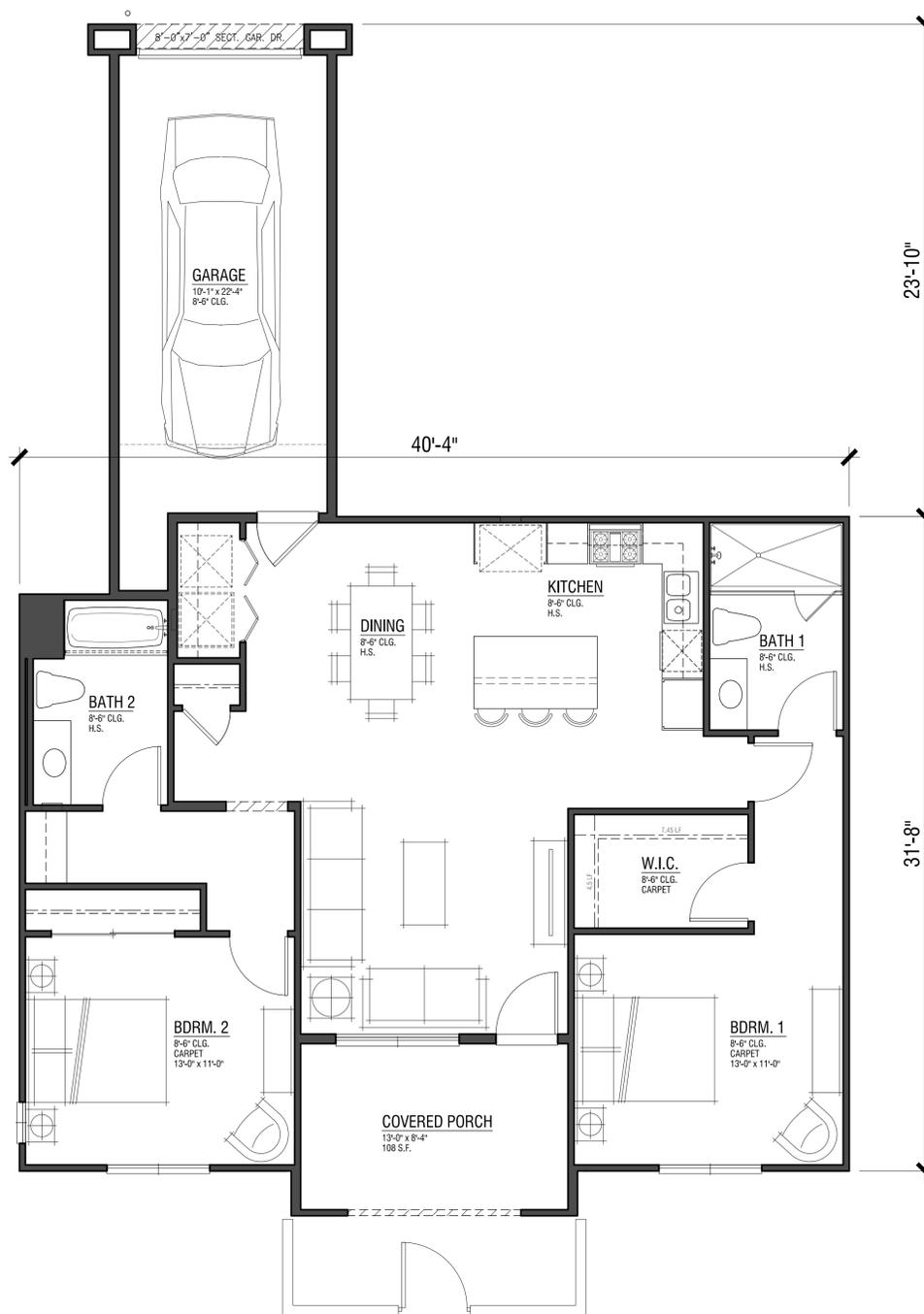


Plan 1X
672 SF
1 Bdrm | 1 Bath

UNIT PLANS | Plan 1X

OAT HILL MULTI-FAMILY – PARCEL B

AMERICAN CANYON, CALIFORNIA

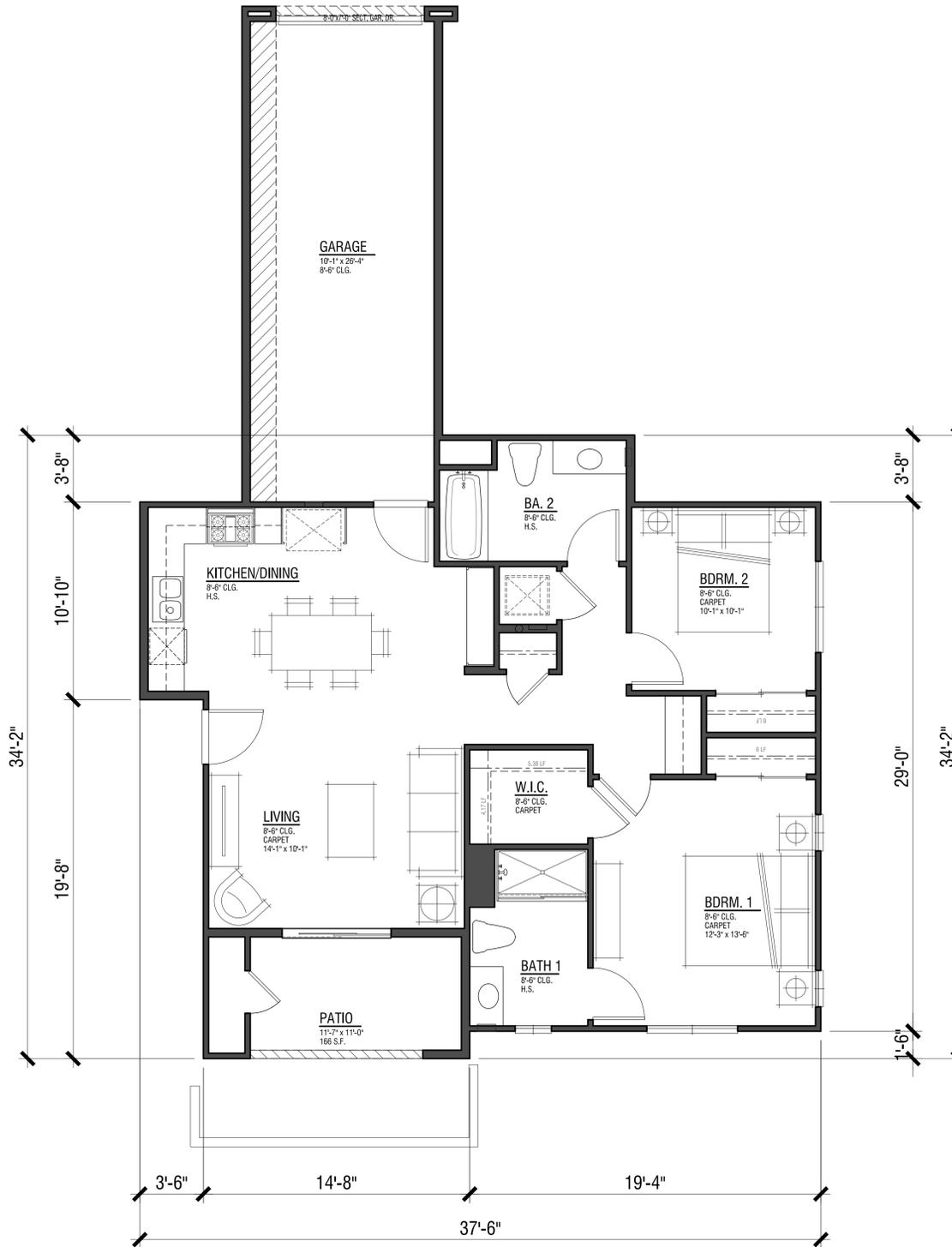


Plan 2
1,106 SF
2 Bdrm | 2 Bath

UNIT PLANS | Plan 2

OAT HILL MULTI-FAMILY – PARCEL B

AMERICAN CANYON, CALIFORNIA

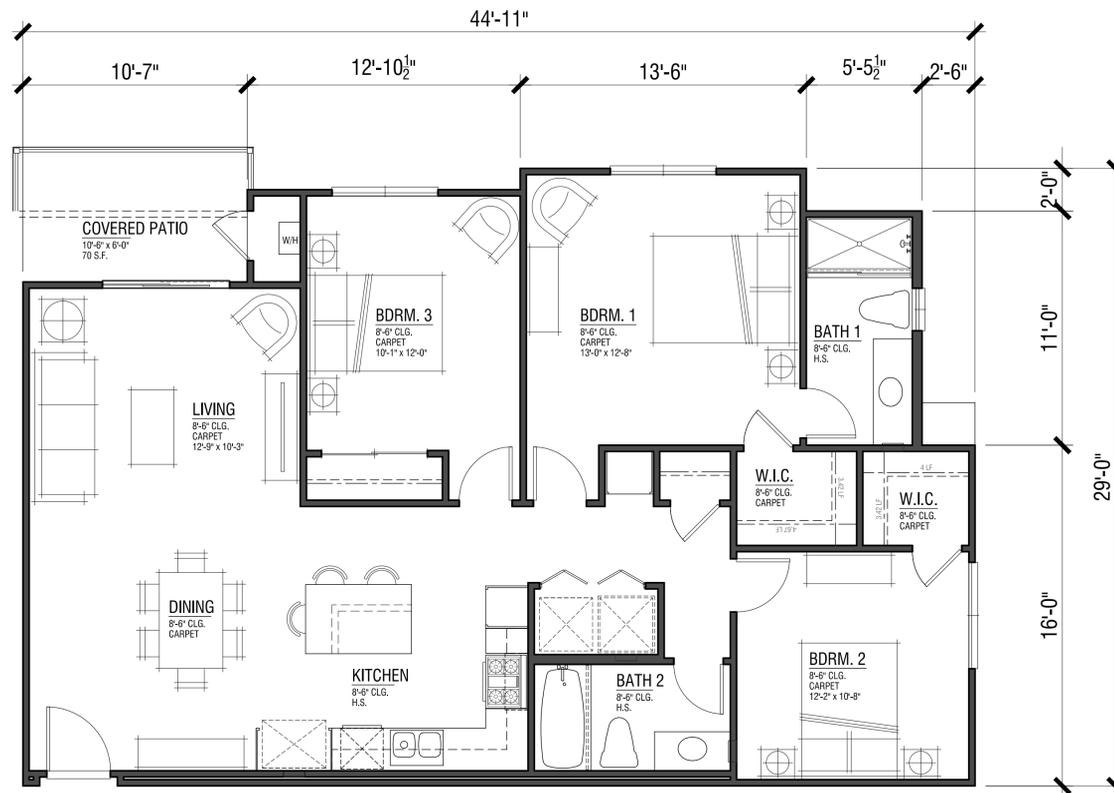


Plan 3
932 SF
2 Bdrm | 2 Bath

UNIT PLANS | Plan 3

OAT HILL MULTI-FAMILY – PARCEL B

AMERICAN CANYON, CALIFORNIA

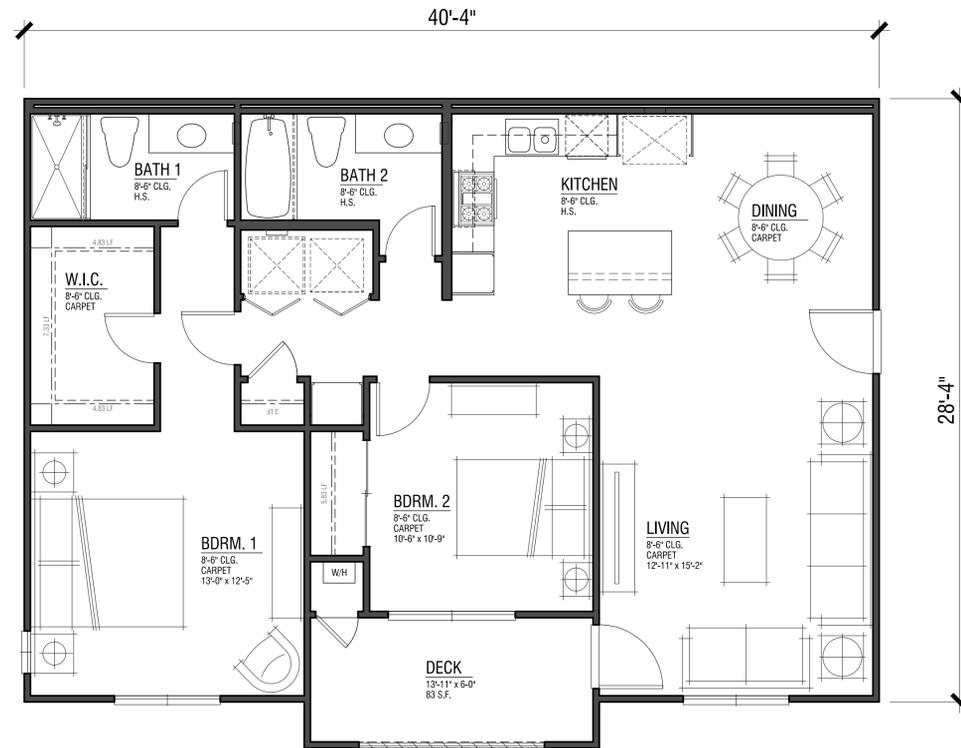


Plan 4
 1,113 SF
 3 Bdrm | 2 Bath

UNIT PLANS | Plan 4

OAT HILL MULTI-FAMILY – PARCEL B

AMERICAN CANYON, CALIFORNIA

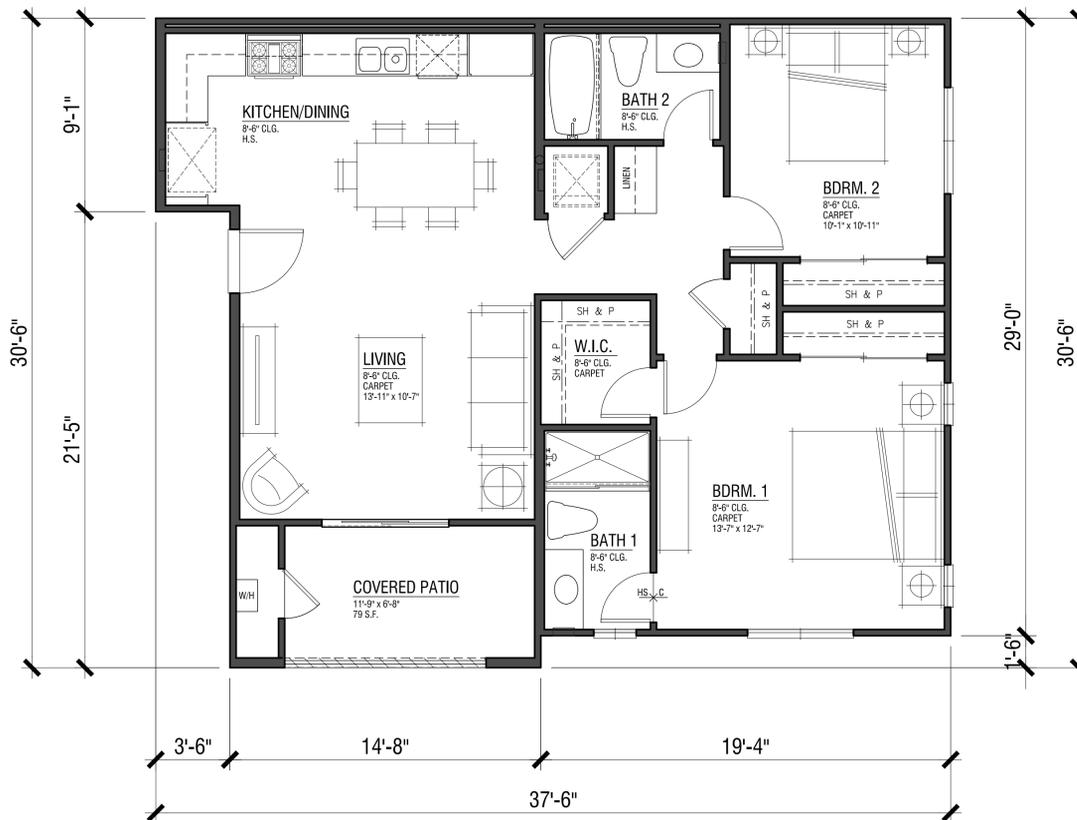


Plan 5
 1,024 SF
 2 Bdrm | 2 Bath

UNIT PLANS | Plan 5

OAT HILL MULTI-FAMILY – PARCEL B

AMERICAN CANYON, CALIFORNIA

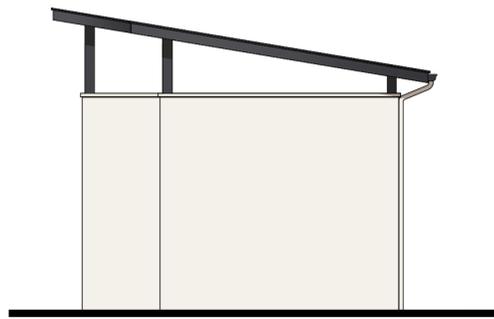


Plan 6
 883 SF
 2 Bdrm | 2 Bath

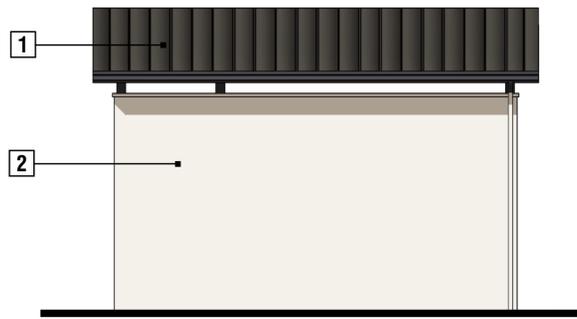
UNIT PLANS | Plan 6

OAT HILL MULTI-FAMILY – PARCEL B

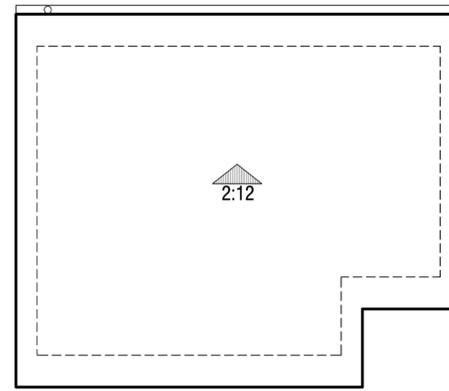
AMERICAN CANYON, CALIFORNIA



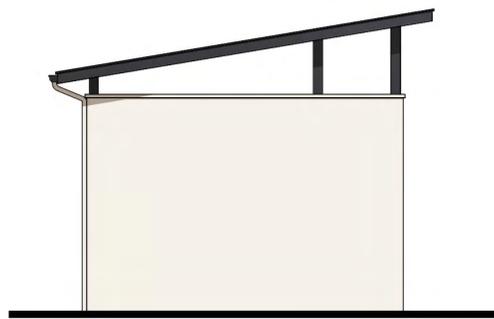
Trash Enclosure Left



Trash Enclosure Front



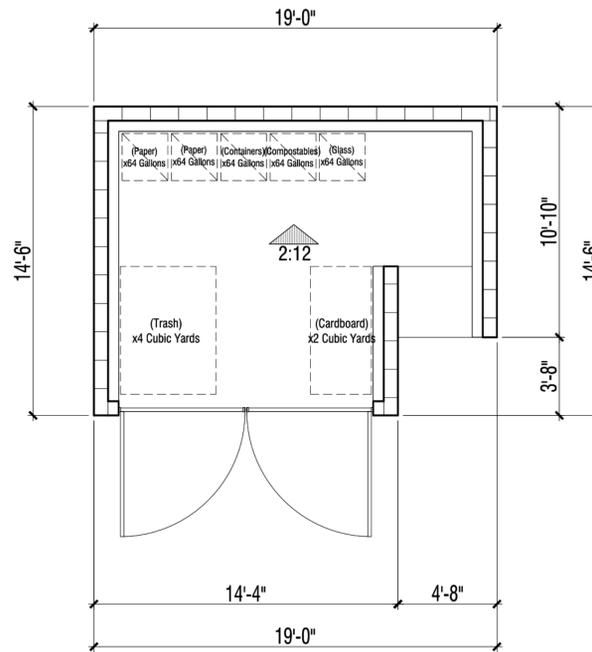
Trash Enclosure
Roof Plan



Trash Enclosure Left



Trash Enclosure Front



Trash Enclosure
Floor Plan



Carport Sample

EXTERIOR COLORS & MATERIALS

Color Scheme #4

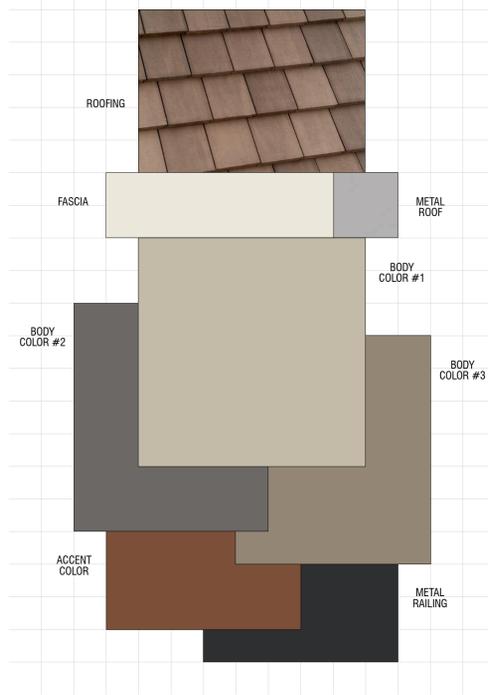
- 1 Metal Roof - *Dark Bronze (50)*
- 2 Stucco over CMU
- 3 Metal Door
- 4 Cane Bolt

Trash Enclosure & Carport Sample

OAT HILL MULTI-FAMILY – PARCEL B

AMERICAN CANYON, CALIFORNIA

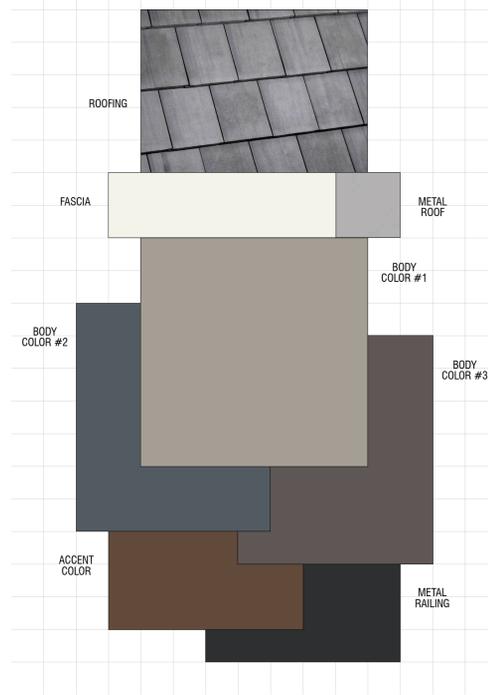
Muli-Family Color Scheme #1



Material	Color	Manufacturer
Roofing: Concrete Slate Tile	4689 Brown Range Ref. 15 Em: 92 A.SRI: 17 CRRC: 0918-0026	Eagle
Metal Roof (factory finish)	Metallic Silver (K7)	Metal Sales or Equal
Vinyl Windows (factory finish)	White	Ply Gen or Equal
Gutters & Downspouts (factory finish)	Match Adjacent Color	Kelly Moore
Body Color #1 (applied to): Low Wall @ Covered Patio Entry Stucco Columns Stucco Trim Band @ Stucco	KM 4704 Dusty Trail Rider	Kelly Moore
Body Color #2 (applied to): Board & Battens Corner Boards @ Board & Battens Gable Siding Trim Band @ Board & Battens	KM 5826 Volcanic Rock	Kelly Moore
Body Color #3 (applied to): Stucco	KM 5785 Country Club	Kelly Moore
Trim Color (applied to): Barge Boards Eaves Fascia Garage Doors Utility Doors Stucco Trim Band @ Stucco Trim	KM 4786 Fresh Linen	Kelly Moore
Accent Color (applied to): Unit Doors	KM A68 Leather Satchel	Kelly Moore
Metal Railing	KM 4883 Black Cat	Kelly Moore
Garage Door Weatherstrip (factory finish)	Match Garage Door Color	TBD

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Core-Rite (925) 463-1700. © 2020 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.

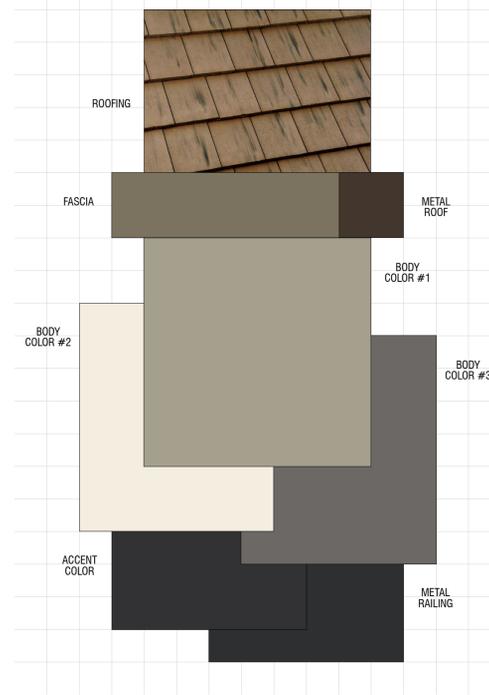
Muli-Family Color Scheme #2



Material	Color	Manufacturer
Roofing: Concrete Slate Tile	4503 Sierra Madre Ref. 11 Em: 92 A.SRI: 12 CRRC: 0918-0111	Eagle
Metal Roof (factory finish)	Metallic Silver (K7)	Metal Sales or Equal
Vinyl Windows (factory finish)	White	Ply Gen or Equal
Gutters & Downspouts (factory finish)	Match Adjacent Color	Kelly Moore
Body Color #1 (applied to): Low Wall @ Covered Patio Entry Stucco Columns Stucco Trim Band @ Stucco	KM 4936 Smoky Day	Kelly Moore
Body Color #2 (applied to): Board & Battens Corner Boards @ Board & Battens Gable Siding Trim Band @ Board & Battens	KM 4882 Titanium Gray	Kelly Moore
Body Color #3 (applied to): Stucco	KM 4924 Thunderstruck	Kelly Moore
Trim Color (applied to): Barge Boards Eaves Fascia Garage Doors Utility Doors Stucco Trim Band @ Stucco Trim	KM W48 Whipped Cream	Kelly Moore
Accent Color (applied to): Unit Doors	KM A76 Log Cabin	Kelly Moore
Metal Railing	KM 4883 Black Cat	Kelly Moore
Garage Door Weatherstrip (factory finish)	Match Garage Door Color	TBD

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Core-Rite (925) 463-1700. © 2020 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.

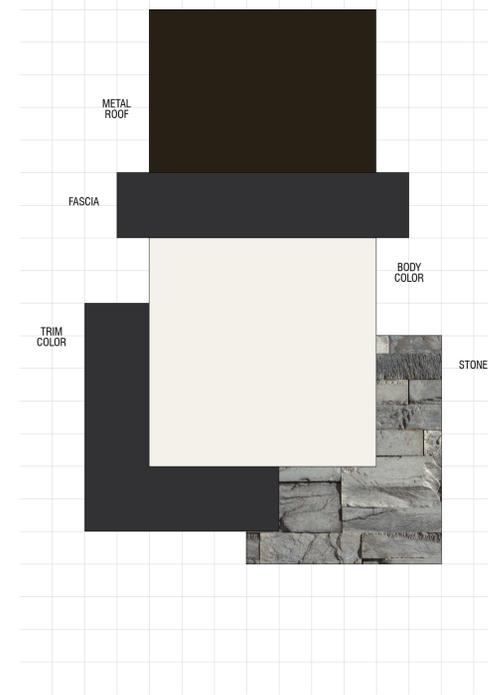
Multi-Family Color Scheme #3



Material	Color	Manufacturer
Roofing: Concrete Slate Tile	4502 Arcadia Canyon Brown Ref. 13 Em: 94 A.SRI: 16 CRRC: 0918-0043	Eagle
Metal Roof (factory finish)	Medium Bronze (H4)	Metal Sales or Equal
Vinyl Windows (factory finish)	White	Ply Gen or Equal
Gutters & Downspouts (factory finish)	Match Adjacent Color	Kelly Moore
Body Color #1 (applied to): Low Wall @ Covered Patio Entry Stucco Columns Stucco Trim Band @ Stucco	KM 5771 Apple Hill	Kelly Moore
Body Color #2 (applied to): Board & Battens Corner Boards @ Board & Battens Gable Siding Trim Band @ Board & Battens	KM W23 Bechamel	Kelly Moore
Body Color #3 (applied to): Stucco	KM 5826 Volcanic Rock	Kelly Moore
Trim Color (applied to): Barge Boards Eaves Fascia Garage Doors Utility Doors Stucco Trim Band @ Stucco Trim	KM 5769 Backcountry	Kelly Moore
Accent Color (applied to): Unit Doors	KM A87 Stiletto	Kelly Moore
Metal Railing	KM 4883 Black Cat	Kelly Moore
Garage Door Weatherstrip (factory finish)	Match Garage Door Color	TBD

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Core-Rite (925) 463-1700. © 2020 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.

Recreation Buildings Color Scheme #4



Material	Color	Manufacturer
Metal Roof (factory finish)	Dark Bronze (50)	Metal Sales or Equal
Gutters & Downspouts (factory finish)	Match Adjacent Color	Kelly Moore
Vinyl Windows (factory finish)	White	Ply Gen or Equal
Manufactured Stone (1/8" standard raked joints)	Shadowplay Craft Split Modular	Creative Mines or Equal
Mortar @ Stone	Misty Cove	Orco
Body Color (applied to): Board & Battens Corner Boards @ Board & Battens Louvered Panels Posts Stucco Utility Doors Trim	KM W46 Picker Fence	Kelly Moore
Trim Color (applied to): Barge Boards Braces Chimney Cap Eaves Entry Door w/ Panel System Fascia Metal Door @ Trash Enclosure Steel Beams @ Trash Enclosure	KM A87 Stiletto	Kelly Moore

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Core-Rite (925) 463-1700. © 2020 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.



Lighting Fixture

Manufacturer: Sea Gull Lighting
Product Name: Bancroft Collection
(One Light Outdoor Wall Lantern)
Product Number: 89316PBLE-12
Finish: Black Finish, Smooth White Glass
Dimensions: W 9" x H 12-1/2"

Exterior Color & Materials | Lighting Fixture

OAT HILL MULTI-FAMILY – PARCEL B

AMERICAN CANYON, CALIFORNIA

RESOLUTION NO. 2021- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON, CALIFORNIA, APPROVING A TENTATIVE SUBDIVISION MAP TO PERMIT THE FUTURE SUBDIVISION OF OAT HILL PARCEL A INTO 206 CONDOMINIUM MULTIFAMILY DWELLING UNITS ON A 13.6-ACRE PARCEL LOCATED ON THE EAST SIDE OF OAT HILL SOUTH OF NAPA JUNCTION ROAD, APN 058-380-008 (FILE NO. PL20-0025)

WHEREAS, on August 14, 2020, RH Hess Development Company submitted an application for a Tentative Subdivision Map for Condominium Purposes to permit the subdivision of 13 multifamily buildings into 206 separate ownership units on a 13.6-acre parcel in the High Density Residential (RH-1) zoning district at APN 058-380-008 (File No. PL20-0025); and

WHEREAS, on August 14, 2020, RH Hess Development Company submitted a General Plan Amendment and Zone Change application to allow 206 dwelling units on approximately 13.6 acres on the east side of Oat Hill south of Napa Junction Road APN 058-380-008 (File No. PL20-0024); and

WHEREAS, on November 2, 2021, RH Hess Development submitted a Lot Line Adjustment (File No. PL20-0039) to convert the two parcels APN 058-380-008 and 058-320-001 from 11.3-acres and 9.5-acres to 13.6-acres and 7.2-acres, respectively; and

WHEREAS, pursuant to Section 65300 of the State Planning and Zoning Law, the City of American Canyon (City) 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, there is a critical shortage of residential housing for all levels of affordability in California; and

WHEREAS, the State of California Department of Housing and Community Development (HCD) and the Association of Bay Area Governments (ABAG) will soon commence the process to establish regional housing needs allocations (RHNA) for the greater San Francisco Bay Area; and

WHEREAS, in light of the State's housing shortage, HCD and ABAG is expected to increase significantly the obligation of the City of American Canyon ("City") to plan for additional housing within its municipal boundaries; and

WHEREAS, on January 21, 2020, the City Council declared residential uses are the best use of the Rick Hess property on Oat Hill (Resolution 2020-06); and

WHEREAS, on March 25, 2021, the Planning Commission adopted Resolution 2021-04 recommending the City Council of the City of American Canyon approve a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Oat Hill Multifamily Residential Project; and

WHEREAS, on March 25, 2021, the Planning Commission adopted Resolution 2021-07 recommending the City Council of the City of American Canyon approve the Parcel A Tentative Subdivision Map; and

WHEREAS, on August 25, 26 and 27, 2021, the Federal Aviation Administration (FAA) prepared a technical aircraft obstruction analysis of the Parcel A Oat Hill multifamily buildings consistent with the provisions of

49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77. This aeronautical study determined the multifamily buildings would have no substantial adverse effect on the safe and efficient utilization of navigable airspace by aircraft or operation of air navigation facilities provided the multifamily buildings are marked/lighted in accordance with FAA Advisory circular 70/7460-1 M, Obstruction Marking and Lighting, red lights-Chapters 4,5(Red), &15; and

WHEREAS, on September 7, 2021, the City Council adopted Resolution 2021-61 to approve the Oat Hill Mitigated Negative Declaration (SCH#2021020107) and Mitigation and Monitoring Report; and

WHEREAS, on September 7, 2021, the City Council adopted Resolution 2021-62 to approve an Overture of the Napa County Airport Land Use Commission determination of incompatibility with the Napa County Airport Land Use Compatibility Plan; and

WHEREAS, on September 7, 2021, the City Council adopted Resolution 2021-63 to approve a General Plan Amendment for Oat Hill Parcel-A Project from Industrial with a Specialty Commercial Overlay (CS) and Estate Residential (RE) to High Density Residential (RH-1), (PL20-0024); and

WHEREAS, on September 21, 2021, the City Council approved (Ordinance 2021-06) to revise ACOM Chapter 19.03 for Oat Hill Parcel A from Light Industrial with a Specialty Commercial Overlay (LI:CS) and Residential Estate (RE) to High Density Residential (RH-1), (APN 058-380-008 and portion of 058-320-001) (File No. PL20-0024); and

WHEREAS, on September 21, 2021, the City Council conducted a public hearing and considered all of the written and oral testimony presented at the public hearing in making its decision; and

NOW, THEREFORE, BE IT RESOLVED that the American Canyon City Council approves a Tentative Subdivision Map for Parcel A (PL20-0025) based on the findings contained in Section 2, and the conditions of approval contained in Section 3.

SECTION 1. Environmental Findings

The Parcel A Tentative Subdivision Map is substantially consistent with the project evaluated in the Oat Hill Mitigated Negative Declaration (SCH#2021020107) and Mitigation and Monitoring Report approved September 7, 2021 (Resolution 2021-). There are no new substantial environmental conditions or impacts that would change the adopted Mitigation and Monitoring Report. Therefore, no further environmental review is required.

SECTION 2: Tentative Subdivision Map Findings

A. The Oat Hill Project requires the following findings for the Tentative Subdivision Map. As stated in Chapter 18.20.055 ACOM, the Planning Commission shall not approve a Tentative Subdivision Map if it makes any of the following findings:

1. That the design or improvement of the proposed subdivision is not consistent with the city's general plan or its elements or any other applicable plans;

The proposed Tentative Subdivision Map is consistent with the General Plan, and the lot sizes meet the minimum parcel size in the High Density Residential (RH-1) zoning district.

Because there is a critical shortage of residential housing for all levels of affordability in California, the proposed Oat Hill Multifamily Residential general plan amendment will designate additional

land to provide needed housing. Replacement of Light Industrial with a Specialty Commercial Overlay (LI:CS) zoning with High Density Residential (RH-1) zoning is in keeping with the following General Plan Goals that promote additional housing in American Canyon:

- Goal 2A: “Provide sufficient residential land with adequate infrastructure to accommodate the City’s fair share of projected growth, and to facilitate mobility within the ownership and rental markets.”
- Goal 2B: “Provide a range of housing types within the community to accommodate a variety of incomes and lifestyles, and to enable residents to remain in American Canyon throughout their lives.”
- Goal 2E: “Address the housing needs of all economic segments of the existing and future community, including the City’s fair share of the regional housing need.” The applicant proposes to address housing affordable to lower income residents by providing in-lieu impact fees, pursuant to the Inclusionary Housing Ordinance (ACMC Chapter 19.28).

The project satisfies the following Land Use Element policies:

- Goal 1E: “Ensure the development of residential neighborhoods that provide a range of housing opportunities to meet the physical, economic, and social needs of the population, are designed to exhibit a high quality and character, contain appropriate supporting services, and reflect their environmental setting.” The design permit application associated with this property ensures that the development will exhibit a high quality and character. The project reflects its environmental setting by providing public access to locally-important views across the project site.
- Policy 1.27.2: “Review all applications for new development, expansion of existing uses, and re-use within Napa County Airport Compatibility Zones “A” through “E” for compliance with the appropriate use and development conditions.” A portion of Parcel A is located in Napa County Airport Compatibility Zone “D”. Zone D restricts development to industrial or other non-residential uses. As noted in the Napa County Airport Terminal Area Redevelopment IS/MND, substantial evidence exists to conclude the 65 decibel (dB) Community Noise Equivalent Level (CNEL) boundary (also known as the “Noise Annoyance Zone” or “Zone ‘D’”) is contained entirely within the Airport property under existing and future conditions. Thus, as noted in the Oat Hill Multifamily Project MND, the project is not located within the regular flight-path/overflight for normal airport operations, nor would the project result in buildings that would obstruct established flight paths. Development within the project site would not conflict with Napa County Airport noise contours or any of the “three established sources of guidance on safety compatibility” for Zone D. The project is also subject to an aviation easement, which is included in the Project Approvals.

2. That the site is not physically suitable for the type of development proposed;

The site will be graded so that it is flat and physically suited for the residential buildings. The tentative subdivision map has been evaluated in a Mitigated Negative Declaration (SCH# 2021020107). The report evaluated the project consistent with the California Environmental Quality Act and concluded the project will result in no significant impacts to the environment. Furthermore, the project is subject to conditions of approval and engineering design standards

that will ensure safe site preparation, infrastructure and utilities as well as applicable current Building and Fire codes for emergency access and structural improvements.

3. That the site is not physically suitable for the proposed density of development proposed;

The site will be changed from Light Industrial with Specialty Commercial (LI:CS) and Residential Estate (RE) to High Density Residential (RH) through a General Plan Amendment and Zone Change. The proposed 206 condominiums on 13.6-acre equates to a density of 15.1 dwelling units per acre, which complies with the RH-1 zone.

4. That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat;

The Initial Study/Mitigated Negative Declaration concludes that no unavoidable significant impacts to the environment will occur as long as mitigation measures are incorporated. Mitigation measures are included to address potential impacts to burrowing owls, Swainson's hawk, tree or ground nesting raptors, and nesting passerine birds. The applicant conducted a biological resource study and no wetland areas were identified.

5. That the design of the subdivision or the type of improvements is likely to cause serious public health problems;

No evidence of serious public health problems has been identified.

6. That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. In this connection, the Planning Commission may approve a Tentative Subdivision Map if it finds that alternate easements, for access or for use, will be provided and that these will be substantially equivalent to one previously acquired by the public.

No conflicts to public easements have been identified.

7. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is granted to the Planning Commission to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.

Not applicable to the Oat Hill Project.

8. That the discharge of waste water, including sewage and stormwater runoff, from the proposed subdivision would result in a violation of existing water quality requirements prescribed by the regional water quality control board.

The site will be served by public sewer. Stormwater detention facilities are provided to meet City and Regional Water Quality Control Board standards.

SECTION 3. CONDITIONS OF APPROVAL

General

1. The Tentative Subdivision Map approval is granted for development of 206 dwelling units in 13 condominium multifamily buildings on a 13.6-acre parcel in the High Density Residential (RH) zoning district. The site will be supported with 451 parking spaces and approximately 2.2-acres of landscaping. APN 058-380-008 (File No. PL20-0025), which shall be substantially shown on file in the Community Development Department, except as modified by conditions contained in this approval. Exhibit A includes the following:
 - a. Architectural Plans prepared by William Hezmalhalch Architects (WHA) from San Ramon, CA, consisting of 20 sheets showing the proposed building elevations, floor plans, and roof plans, dated October 19, 2020.
 - b. Site Plans prepared by Carlson, Barbee, and Gibson (CBG) from San Ramon, CA, consisting of 7 sheets showing the site plan, preliminary grading and drainage plan, and cross sections, dated February of 2021.
 - c. Landscaping Plans prepared by Vander Toolen Associates from Sacramento, CA, consisting of 6 sheets showing the proposed landscaping plans, dated October of 2020.
2. The applicant shall defend, indemnify, and hold harmless the City of American Canyon ("City"), its elected officials, officers, employees, attorneys, representatives, boards, commissions, consultants, volunteers and agents from and against all claims, actions, including actions to arbitrate or mediate, damages, losses, judgments, liabilities, expenses and other costs, or proceedings against the City, its elected officials, officers, employees, attorneys, representatives, boards, commissions, volunteers, or agents to attack, modify, set aside, void, or annul an approval, conditional approval, permit, entitlement, environmental document, environmental clearance, mitigation plan, or any other document or any of the proceedings, acts, or determinations taken, done, or made prior to granting of such approval, conditional approval, permit, entitlement, environmental clearance, environmental document, mitigation plan, or other documents, by the City, including, without limitation, an action against an advisory agency, appeal board, or legislative body within the applicable limitation period.

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

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

The City will promptly notify the applicant of any claim, action, or proceeding and will cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim, action, or proceeding, or

the City fails to cooperate fully in the defense, the applicant shall not be responsible to defend, indemnify, or hold harmless the City.

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

3. The approval shall become effective on upon the effective date of the Parcel A Zone Change (Ordinance 2021-06) and return of the "Applicant Confirmation of Conditions of Approval" form signed by the property owner.
4. The applicant is responsible for paying all charges related to the processing of this discretionary case application within 30 days of the issuance of the final invoice or prior to the issuance of building permits for this project, whichever occurs first. Failure to pay all charges shall result in delays in the issuance of required permits or the revocation of the approval of this application.
5. The date upon which the approval is final shall be considered the day of the imposition of the fees, dedications, reservations and exactions required by these conditions approval for the purposes of protesting the imposition pursuant to California Government Code Section 66020.
6. Expiration of this Approval. A final map shall be submitted for processing within twenty-four months from the date of final action by the City Council to approve or conditionally approve a Tentative Subdivision Map.
7. All plans submitted for review and approval and all development shall be in substantial conformance with the approved exhibits, except where modified by a condition of approval. The Community Development Director or designee may approve minor changes to the project as approved by the Planning Commission on the plans submitted for the construction permits with a determination that the changes are in substantial compliance with the representation of the project as reviewed by the Planning Commission and City Council, that the proposed change will be in compliance with the required development standards, and the change will not materially affect adjacent private or public property.
8. The conditions of this Permit shall be printed on the first sheet of each plan set submitted for a building permit pursuant to this Tentative Subdivision Map, under the title "Tentative Subdivision Map Conditions". The second sheet may also be used if the first sheet is not of sufficient size to list all of the conditions. The sheet(s) containing the conditions shall be of the same size as those sheets containing the construction drawings; 8-1/2" by 11" sheets are not acceptable.

Planning

9. Prior to issuance of the first building permit or recordation of the Final Map, whichever occurs first, the applicant shall submit an address and street name plan to the Community Development Department.
10. Prior to issuance of the first building permit or recordation of the Final Map, whichever occurs first, the applicant shall record an easement for the "Public View Trail" depicted on the Design Permit Plans

and an easement for a future Public trail extension from the southwest trail termination to the property located to the west.

11. All new roof top equipment is required to be screened. The parapet shall be opaque and equal in height of the top of the rooftop mechanical equipment.
12. All ground mounted air conditioning and heating equipment facing Napa Junction Road shall be screened. The screen shall be made of wood and painted to be weather resistant.
13. Prior to the issuance of the site improvement plan, the applicant shall identify 7 bicycle parking spots for Parcel A. The bicycle parking spots shall be evenly distributed among the buildings.
14. The subdivision ordinance requires new projects to dedicate parkland on the basis of 5 acres per 1,000 population (ACMC Chapter 18.44). Based on the current project proposal of 206 dwelling units @ 3.49 persons per unit, the project generates a population of 719 people. This equates to a park dedication standard of 3.595 acres. The Subdivision Ordinance has provisions for a combination of park dedication and payment of a fee in-lieu of park dedication.
15. Prior to the issuance of the first building permit, the applicant is required to pay all applicable impact fees. For your information, the following table identifies the current fees and their rates. Please note that the City fees are subject to change and the applicant is required to pay the updated fee at the time of building permit issuance. The applicant is required to pay Fire Mitigation fees separately at the Fire District.

Fee	Rate (2021)	Calculation	Cost
Affordable Housing Nexus	\$3.82 per SF	286,554 SF per plans	\$ 695,984.90
Parks and Recreation Fee	\$5806.38 per unit	206 units per plans	\$ 1,196,114.28
Civic Facility Fee	\$1685.61 per unit	206 units per plans	\$ 347,235.66
General Plan Update Fee	\$89.59 per unit	206 units per plans	\$ 18,455.54
Traffic Impact Fee	\$618.18 per trip	1121 trips per traffic report	\$ 692,979.78
Water Capacity Fee (Estimated)	\$11,599 per unit plus \$26.25 per gpd	206 units per plans plus clubhouse/pool and irrigation demand in gpd	\$2,410,919.00
Wastewater Capacity Fee (Estimated)	\$6,952.00 per unit plus \$35.66 per gpd	206 units per plans plus clubhouse/pool demand in gpd	\$1,446,733.00
Impact Fees Subtotal			\$ 6,808,422.16

16. Prior to the issuance of the first building permit, the applicant shall provide proof of payment or exemption for Napa Valley Unified School District (NVUSD) developer fees. For more information, see their website here: <https://www.nvUSD.k12.ca.us/developerfees> .

17. Prior to the issuance of the first building permit or the recordation of the final map, whichever occurs first, an Avigation Easement shall be recorded. The Avigation Easement shall cover all portions of the property and include:
 - a. Right-of-flight at any altitude above an easement surface elevation, established based on either Part 77 of the Federal Aviation Regulations or FAA Terminal Instrument Procedures Standards (TERPS), whichever is controlling (glide slope in approach is the controlling factor).
 - b. Right to cause noise, vibration, fumes, dust, and fuel particle emissions.
 - c. Right to prevent erection or growth of all objects above the easement surface.
 - d. Right to prohibit creation of electrical interference, unusual light sources, and other hazards to aircraft flight.
18. Prior to the Certificate of Occupancy, the applicant shall complete the public access trail that meanders from the site entry, traversing all the identified look-out points, and reaches the northwest side of the site.

Landscaping

19. The applicant shall agree to a licensing agreement that requires them to maintain the landscaping within the right-of-way along the project frontage. Prior to final inspection of the building permit, the applicant shall amend their facilities operation and maintenance plan (O&M plan) to include this activity.
20. Prior to the issuance of the Building Permit, the applicant shall submit a final landscaping plan. The landscape plan shall comply with the requirements of the California Government Code 65591 et. seq. known as the Water Conservation in Landscaping Act as set out in the model water efficient landscape ordinance adopted by the California Department of Water Resources and amended in 2015. All plant material shall be served by a city-approved automatic irrigation system.
21. Prior to the issuance of a certificate of occupancy, all landscaping shall be completed and the project's landscape architect shall provide a written certification that all plant materials have been installed in accordance with the approved landscape plan.
22. All planting shall be maintained in good growing condition. Such maintenance shall include, where appropriate, pruning, mowing, weeding, cleaning of debris and trash, fertilizing and regular watering. Whenever necessary, planting shall be replaced with other plant materials to insure continued compliance with applicable landscaping requirements. Required irrigation systems shall be fully maintained in sound operating condition with heads periodically cleaned and replaced when missing to insure continued regular watering of landscape areas, and health and vitality of landscape materials.
23. All tree stakes and ties shall be removed within one year following installation or as soon as trees are able to stand erect without support.
24. Clear sight triangles shall be maintained at all driveways. Low-lying plantings and other site fixtures, including signs, shall be no taller than 30 inches within the site's vision triangles.

Building and Safety

25. The applicant shall have the detailed building and site plans reviewed by a Certified Accessibility Specialist to verify that the proposed construction will comply with accessibility requirements. Each application for site construction or building permit shall be accompanied by a written report from a

Certified Accessibility Specialist verifying that the site and building design as shown on the submitted plans comply with all accessibility requirements.

26. Prior to the issuance of a certificate of occupancy, the applicant shall submit a letter of certification to the Building Official from the project architect and civil engineer certifying that all improvements have been constructed in accordance with the approved building plans. Determination of consistency shall be subject to the review and approval of the Building Official.
27. Site Improvement plans shall show slopes of all sidewalks and walkways and paths of travel to use site facilities including trash/recycling facilities. The applicant shall have the detailed building and site plans reviewed by a Certified Accessibility Specialist to verify that the proposed construction will comply with accessibility requirements. Each application for site construction or building permit shall be accompanied by a written report from a Certified Accessibility Specialist verifying that the site and building design as shown on the submitted plans comply with all accessibility requirements.
28. Recycling of Construction and Demolition Debris: Prior to issuance of a building permit the applicant shall submit a plan for the diversion of at least 70 percent of the debris from the building demolition and construction. The plan shall include the qualified recycler that will be used, the methods of managing diversion of construction materials on site, and the proposed documentation that will be submitted to confirm that the diversion goal has been met.

Fire District

General Fire District Conditions

29. In accordance with the standard mitigation measures and conditions of approval set forth by the City of American Canyon, the developer shall pay the Fire Impact Fees (see current Standard Fees and Charges adopted by resolution), prior to the issuance of any building permits.
30. Buildings in excess of two stories shall pay Aerial Apparatus mitigation fees prior to the issuance of any building permits. (see current Standard Fees and Chares adopted by resolution).
31. The project will require an annual fire and life-safety inspection under the "R (Residential) Occupancy Inspection Program". The R Occupancy Inspection Program has been developed to allow Fire District to meet requirements set forth by the State of California. The California Health and Safety Code, Section 13146.2 (a) mandates that inspections be completed at all "R occupancies" annually. California Health and Safety Code Section 13146.2 (b) provides the Fire District legal authority to charge property owners to recover reasonable costs for providing these inspections.
32. New buildings and additions to existing buildings shall conform to requirements set forth in the currently adopted editions of the California Building Code, California Fire Code, City of American Canyon standards and Nationally Recognized Standards.
33. There shall be no deferred submittals for fire protection equipment and related utilities. Fire protection plans shall not be attached to or bound with the building plan submittal package. This includes but is not limited to Automatic Fire Sprinkler, Fire Alarm, Fixed Fire Protection and Civil plans.
34. All Fire related underground piping and fire appurtenances shall be shown on the Civil plan submittal. In addition to the Civil plan submittal, at least (1) plan set under separate cover shall be submitted to American Canyon Building Division for routing to the American Canyon Fire Protection District detailing all underground piping and related fire appurtenances including but not limited to underground piping, underground sweep detail, underground trench details showing depth of

burial, type of backfill, manufacturer's specifications of piping, valves joints, fittings and calculated size and locations of thrust blocks, hydrants locations (designate public or private), gate shut-off valves, PIV's, FDC's, fire pumps, fire pump and/or riser rooms.

35. Underground utility contractor, architect and fire sprinkler contractor shall coordinate the location of risers and control valves prior to the issuance of a building permit.
36. Fire District plan review shall be based on the information submitted at the time of permit application. Any changes to the approved/permitted scope of work including additions, alterations, demolition, repair or a change in occupancy/use may impact the project requirements, including but not limited to the installation of additional fire protection systems or components.

Fire Protection

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

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

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

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

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

38. Fire Protection systems shall be installed in accordance with provisions set forth in the California Fire Code as amended by the City of Napa and the applicable National Fire Protection Association Standard.
39. The fire protection equipment shall be located within an interior room having an approved exterior access door or in an exterior enclosure attached to the building, specifically, for the purpose of housing such equipment.

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

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

Fire District Access

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

43. Fire apparatus access roads shall have an unobstructed minimum width of 20 feet (curb to curb) and a minimum unobstructed vertical clearance of 13' 6". They shall have an all-weather paved surface capable of supporting a GVW of 71,000 pounds.

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

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

46. When required by the Fire Chief, fire apparatus access roads shall be designated as Fire Lanes and appropriate signs and/or markings installed in accordance with the California Vehicle Code and approved City standards.

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

Public Works General Conditions of Approval

48. The Applicant shall be responsible for all City plan check, map check and inspection costs. The Applicant shall establish a Developer Deposit Account with the City upon the initiation of plan check services. The amount of the initial deposit shall be determined by the City Engineer. Additional funds may be required based upon actual costs.

49. All improvements shall be designed in accordance with the American Canyon Municipal Code (ACMC), City of American Canyon Engineering Standard Plans and Specifications for Public Improvements (City Standards), except as specifically noted otherwise in these conditions.

50. All new utilities to serve the project, shall be placed underground. Exceptions may be allowed for surface mounted transformers, pedestal mounted terminal boxes and meter cabinets.

51. Unless otherwise explicitly permitted, all existing wells, septic tanks and/or underground fuel storage tanks shall be abandoned under permit and inspection of Napa County Department of Environmental

Services or other designated agency. If there are none, the project engineer shall provide a letter describing the scope of the search done to make this determination.

52. A detailed Soils Investigation/Geotechnical Report shall be prepared and submitted for review. The report shall address, at a minimum, potential for liquefaction, R-values, expansive soils and seismic risk. The improvement plans shall incorporate all design and construction criteria recommended in the Geotechnical Report.
53. A drainage report prepared by a California Registered Civil Engineer shall be submitted for review with the initial submittal of the Improvement Plans. The report shall include detailed hydrologic and hydraulic calculations to support the design and sizing of all public and private drainage facilities including storm drains and detention facilities. The report shall include an analysis of the capacity of existing downstream storm drain facilities and hydraulic conditions which may impact the design of proposed facilities and improvements.
54. A final detailed post-construction Stormwater Control Plan (SWCP) that identifies and sizes all permanent post-construction stormwater treatment BMPs shall be prepared and submitted for review and approval. The SWCP shall be prepared in accordance with the latest edition of the Bay Area Stormwater Management Agencies Association (BASMAA) Post-Construction Manual and the requirements of the State Water Resources Control Board Phase II Municipal Separate Storm Water System (MS4) General Permit (Order 2013-0001 DWQ). It is the City's discretion whether to accept alternative treatment facilities other than bioretention.
55. A Post Construction Stormwater Operations and Maintenance Plan that includes a plan sheet showing all storm drain and water quality infrastructure that is to be maintained, along with detailed instructions and schedules for the ongoing maintenance and operation of all post-construction stormwater BMPs shall be submitted for review and approval by the City Engineer. Once approved, the property owner(s) shall enter into an agreement with the City that provides the terms, conditions, and security associated with the ongoing requirements of the post-construction Stormwater Best Management Practices.
56. A Final Map, as defined in the Subdivision Map Act, shall be prepared by a licensed surveyor or civil engineer. The Final Map shall show all parcels, rights-of-way, and easement(s), and shall be submitted to the City Engineer for review. The Final Map shall be in substantial conformance with the approved Tentative Subdivision Map and all applicable conditions of approval. The Final Map is not valid until it has been approved by the City and recorded. Closure calculations shall be provided at the time of initial Final Map submittal. All calculated points within the map shall be based upon one common set of coordinates. All information shown on the Final Map shall be directly verifiable by information shown on the closure calculation printout. The point(s) of beginning shall be clearly defined. All lot acreages shall be shown on the Final Map and shall be verifiable from information shown on the closure calculation printout. A current title report (within past 30 days) shall be submitted at the time of initial Final Map submittal.
57. Subject to the terms of Condition 56, the Applicant shall secure all necessary rights-of-way and public and private easements for both onsite and offsite improvements. The Applicant shall prepare all necessary legal descriptions and deeds.

58. To the extent any offsite public improvements require the acquisition of property not currently owned by the Applicant or the City, the Applicant shall first make a good-faith effort to acquire the necessary property rights, however if the Applicant makes such an effort and is unable to acquire such rights, then the Applicant may request the City acquire the necessary property rights through the exercise of eminent domain provided that the Applicant enters first into an agreement with the City to pay for all costs incurred by the City to acquire such rights and if the City does not acquire the rights necessary to allow the offsite public improvements to be completed by the Applicant within statutory timeline provided by law, then the Applicant shall be relieved of the obligation to construct those off-site improvements only to the extent they require property not currently owned by the Applicant or the City. The Applicant shall make a good-faith effort to identify and acquire the necessary property rights at the earliest opportunity. A good faith offer includes identification of property rights needed (permanent and temporary), appraisal of the value of the highest and best use of the property, and a bonafide offer to pay this amount at the close of escrow.
59. The Applicant shall submit site Improvement Plans, prepared by a registered Civil Engineer, for review and approval of the City's Public Works Department. Please be aware that this is separate submittal from the building permit application. The final plan set shall include all civil, landscape and joint trench drawings under a single cover sheet. No final grading or other construction shall be performed until the Improvement Plans have been approved. The Applicant shall not begin clearing, grubbing, or rough grading at the site prior to approval of the Improvement Plans, unless explicitly approved by the City of American Canyon through the standard grading and utilities only permit process. An Encroachment Permit is required for any work within City right of way. Encroachment Permits will not be issued prior to the approval of the Improvement Plans.
60. Cathodic protection shall be provided for all water valves, fittings, hydrants, meters, backflow devices, ductile iron pipe, and other metal appurtenances, regardless of the findings of any soils corrosivity analysis.
61. The Applicant shall keep adjoining public and private streets free and clean of project dirt, mud, materials, and debris during the construction period in accordance with an approved SWPPP and Erosion and Sediment Control Plan using appropriate BMPs and as is found necessary by the City Engineer.
62. If any hazardous material is encountered during the construction of this project, all work shall be immediately stopped and the Fire District, Napa County Department of Environmental Services or other designated agency, and the City Inspector shall be notified immediately. Work shall not proceed until clearance has been issued by all of these agencies.
63. Prior to final preparation of the subgrade and placement of base materials, all underground utilities shall be installed and service connections stubbed out behind the sidewalk. Public utilities, Cable TV, sanitary sewers, and water lines shall be installed in a manner that will not disturb the street pavement, curb, gutter and sidewalk, when future service connections or extensions are made.
64. Where soil or geologic conditions encountered in grading operations are different from that anticipated in the soil and/or geologic investigation report, or where such conditions warrant changes to the recommendations contained in the original soil investigation, a revised soil or geologic report shall be submitted for approval by the City Engineer. Additionally, if field conditions warrant

installation of any subdrains, the location, size and construction details must be provided to the City for review and approval prior to construction.

65. All new fire hydrants shall be covered with burlap sacks until the hydrants have been tested and found to be in conformance with City flow requirements. No storage of combustible materials or construction of building shall be permitted until all hydrants meet City flow requirements.
66. Prior to placing the final lift of asphalt, all public storm drains and sanitary sewer lines shall be video inspected at the Applicant's expense. All video media (CD, DVD, or portable hard drive) shall be submitted to the City. If any inadequacies are found, they shall be repaired prior to the placement of the final lift of asphalt.
67. All streets, curbs, gutters, sidewalks or other public facilities damaged in the course of construction associated with this Project shall be the responsibility of the Applicant and shall be repaired to the satisfaction of the City at the Applicant's expense.
68. After all of the new underground utilities within existing public streets have been installed, the entire affected areas shall be milled and repaved to present a neat finished pavement area. Multiple trench patches are not acceptable.
69. All construction stormwater pollution prevention best management practices (BMP's) shall be installed as the first order of work and in accordance with the State Water Resources Control Board's General Construction Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order 2009-0009-DWQ, as amended), the Applicant's Storm Water Pollution Prevention Plan (SWPPP), and the City's Erosion and Sediment Control Plan in accordance with the City's MS4 Permit. All stormwater BMP's shall be maintained to the satisfaction of the Qualified SWPPP Developer (QSD), Qualified SWPPP Practitioner (QSP), and the City Engineer.
70. With the exception of water used for loading and testing of potable water lines, all construction water used for the project shall be obtained from a source other than American Canyon potable water sources. The Applicant shall provide verification that an outside source of construction water, e.g., recycled water, has been established and will be available for the duration of the project construction.
71. The development shall comply with the City's Zero Water Footprint policy.
72. All landscaping irrigation systems shall include an ET/SMART controller.

Public Works Special Conditions of Approval

73. The Applicant shall submit Improvement Plans prepared by a registered Civil Engineer (Engineer of Record) in substantial conformance with the preliminary civil plans titled "Design Review Oat Hill Multifamily – Parcel A" prepared by Carson, Barbee & Gibson Civil Engineers, dated February 2021 (Preliminary Plans), except as modified by these conditions.
74. Improvement Plans shall be tied to the State of California coordinate system.
75. The Applicant shall design and construct all of the Public Improvements as generally described below and in accordance with the project's Fee Credit/Fee Reimbursement Agreement, as applicable.

- a. Napa Junction Road Improvements:
- i. Construct an approximately 300-foot segment of Napa Junction Road between the Hess Road/Napa Junction Road intersection and the existing roadway fronting Napa Junction Magnet Elementary School. The preliminary roadway shall have a curb-to-curb width of 40-feet with 5-foot wide (includes curb width) attached sidewalks on both sides. The final roadway section shall be as determined by the City Engineer. The extent of the roadway construction may be extended as necessary to meet City roadway geometric standards.
 - ii. Construct a new 5-foot wide (includes curb width) attached sidewalk along the south side of Napa Junction Road between the east end of the new road segment described above to the existing sidewalk approximately 100-feet west of Theresa Avenue.
 - iii. Construct a new 5-foot wide attached sidewalk along the south side of Napa Junction Road between its intersection with Hess Road and the west end of Parcel A's frontage.
 - iv. The cost of these improvements will qualify for a credit against the project's Traffic Impact Fee.
- b. Water Main Replacement in Napa Junction Road:
Replace approximately 590 linear feet of the existing 6-inch water main in Napa Junction Road with a new 12-inch water main between the intersection with Theresa Avenue to the intersection with Hess Road, connecting to the existing water mains in those intersections. The cost of these improvements will qualify for a credit against the project's Water Capacity Fee.
- c. Sanitary Sewer Main Replacement in Napa Junction Road and Theresa Avenue:
Replace approximately 1,800 linear feet of the existing 6-inch sanitary sewer mains in Napa Junction Road between Hess Road and Theresa Avenue and in Theresa Avenue from Napa Junction Road to a point approximately 1,200 linear feet south thereof with new 8-inch and 10-inch sanitary sewer mains. The Engineer of Record shall conduct a capacity analysis for the new sanitary sewers to determine where it should upsize from 8-inch to 10-inch. The cost of these improvements will qualify for a credit against the project's Wastewater Capacity Fee.
- d. Recycled Water Main in Lombard Road and Hess Road:
Install approximately 1,300 linear feet of a new 8-inch recycled water main in Lombard Road between the cul-de-sac at its northern terminus and Hess Drive and in Hess Drive between Lombard Road and the Little League fields. This recycled water main will be assumed to provide a sufficient potable water demand offset to comply with the City's Zero Water Footprint policy for both the Oat Hill Parcel A and Oat Hill Parcel B projects.
- e. Fire Flow Demand:
Install public water system improvements sufficient to meet the domestic and fire flow demands of the project. Although the Preliminary Plans show a private onsite water pump station, Public Works and the American Canyon Fire Protection District do not support this due to concerns over the ongoing maintenance of a private pump station.

The Engineer of Record shall conduct further analysis to determine whether domestic and fire flow requirements could be met by creating a looped water connection (connecting to both the 12" and 16" water mains) or by upgrading the City's existing Oat Hill Pump Station that feeds Oat Hill Tank #2 from Oat Hill Tank #1. In the event that this is determined to be infeasible, then the Applicant shall install a public water pump station onsite at a location close to the public right of way or at a location as otherwise approved by the City Engineer.

Note that the Tentative Subdivision Map for Oat Hill Parcel B is subject to conditions of approval to construct the same Public Improvement described above, except 73.e. In the event that any of those public improvements are constructed in conjunction with the development of Oat Hill Parcel B prior to the development of Oat Hill Parcel A, then the corresponding condition of approval for Oat Hill Parcel A will be considered to have been met.

76. The Applicant shall construct all of the on-site private drive isles, parking spaces, walks, water, recycled water, sanitary sewer, storm drainage and stormwater quality and landscaping "**Private Improvements**" generally shown on the Preliminary Plans and more specifically described below. All private drive isles, parking spaces, walks, water, sewer, storm drainage and stormwater quality improvements shall be designed in accordance with the City of American Canyon Engineering Standard Plans and Specifications for Public Improvements (City Standards), except as specifically noted otherwise in these conditions.

a. Storm Drain Facilities:

Construct private on-site drainage facilities, detention facilities, and other appurtenances to collect and convey all surface drainage to an approved private storm drain facility or outfall. Onsite drainage facilities shall provide for the positive drainage of all adjacent upstream or upgrade properties to prevent ponding. Existing run-on from adjacent properties shall not be obstructed and shall be conveyed onsite. Off-site peak storm water discharge shall not exceed 90% of the undeveloped peak flow from the 24-hour, 100-year event. The storm drains and detention facilities shall be substantially consistent with the Preliminary Plans. However, the sizing of all storm drains and detention facilities shall be determined by the approved final drainage report.

b. Stormwater Quality Facilities:

Permanent on-site private post-construction stormwater treatment BMPs shall be designed and constructed in accordance with the approved final SWCP. Runoff from all roof drains shall be conveyed to the onsite stormwater treatment facilities.

c. Emergency Vehicle Access Road

Construct a 20-foot wide paved vehicle road on Oat Hill Parcel A and across Oat Hill Parcel B connecting to Napa Junction Road.

77. Prior to SUBMITTAL OF THE IMPROVEMENT PLANS, the Applicant shall:

a. Submit the City's "Improvement Plan Checklist".

b. Pay an initial cash deposit for City plan check services in amount to be determined by the City prior to the time of submittal. The Project engineer shall contact City staff to discuss submittal details to determine initial deposit amount.

- c. Provide the following:
 - i. Public Street Repair Plan
 - ii. Utility Plan and Joint Trench Plan
 - iii. Construction Storm Water Pollution Prevention Plan (SWPPP) and a City Erosion and Sediment Control Plan (ESCP)
 - iv. Drainage Report
 - v. Post-Construction Stormwater Control Plan (SWCP)
 - vi. Geotechnical Report
 - vii. Construction Traffic Control Plan.

- d. Pothole and physically determine (by way of a survey performed by the Engineer of record) the actual horizontal location and vertical depth of all existing underground utilities throughout the proposed areas of work and provide the design of all new utility installations required to serve the project including a schedule for implementation of such work as to prevent disrupting of utility service to adjacent properties.

78. Prior to APPROVAL OF THE IMPROVEMENT PLANS, the Applicant shall:

- a. Provide written acknowledgment by the Geotechnical Engineer of Record that the Plans incorporate all design and construction criteria specified in the Geotechnical Report.
- b. Subject to the terms of Condition 56, acquire the public right-of-way and all rights of entry and/or temporary and permanent easements necessary for the construction of the Napa Junction Road improvements described above. Applicant shall prepare the legal descriptions, plats and deeds and submit them to the City for review. The location of all such rights on the Plans.
- c. Record a City approved lot line adjustment between Oat Hill Parcel A and Oat Hill Parcel B as shown on the Tentative Subdivision Map and Preliminary Plans.
- d. Furnish proof that all permits that may be required by the California Department of Fish & Game, State and Regional Water Quality Control Board, US Army Corps of Engineers and any other regulatory agencies with jurisdiction over the proposed construction have been obtained.
- e. Complete and submit the City's Erosion and Sediment Control Plan (ESCP) Template. Applicant may refer to a SWPPP, as appropriate, by referencing page number within the SWPPP that addresses the requirements of the ESCP.
- f. Submit a copy of the Notice of Intent and WDID# for coverage under the State Water Resources Control Board' General Construction Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order 2009-0009-DWQ).

79. Prior to COMMENCEMENT OF CONSTRUCTION ACTIVITIES, the Applicant shall:

- a. Pay off all current account balances with the City of American Canyon.

- b. Pay an inspection fee in amount to be determined at the time of commencement for the City's inspection of the Public Improvements.
- c. Conduct a pre-construction meeting with representatives of the City whereby the Applicant, the Legally Responsible Party (LRP), Qualified SWPPP Practitioner (QSP), Qualified SWPPP Developer (QSD), and/or the Contractor provides the following:
 - i. Six (6) full-size bond copies of the approved Improvement Plans for the City's use.
 - ii. One (1) job-site copy of the latest edition of the City Standards for the Contractor use.
 - iii. One (1) job-site copy of the SWPPP for use by the LRP, QSP, QSD, and Contractor.
 - iv. Electronic copies of Improvement Plans and SWPPP

80. Prior to RECORDATION OF THE FINAL MAP, the Applicant shall:

- a. Construct all of the Public and Private Improvements to the satisfaction of the City. Alternatively, the Applicant may enter into a Subdivision Improvement Agreement with the City agreeing to complete all of the Public and Private Improvements prior to Occupancy of the first unit. Such an Agreement will require the Applicant to provide bonds, proof of workers compensation insurance, and general liability insurance in the forms and amounts as deemed satisfactory to the City.
- b. Establish a Homeowner's Association (HOA) in accordance with State law with recorded Codes, Covenants, & Restrictions (CC&Rs) that are satisfactory to the City Engineer and City Attorney to provide long-term and ongoing maintenance of all of the Private Improvements identified above. Specifically, the HOA will be responsible for the long-term and ongoing maintenance of the private streets, sidewalks, streetlights, domestic water facilities including the water booster pump station, sewers, storm drain facilities and stormwater quality facilities within the limits of the subdivision. The City will have enforcement authority over the HOA's maintenance obligations and the obligation to review and approved proposed changes amendments to the CC&R's. The CC&R's shall require the HOA to create and maintain a separate maintenance reserve fund in the amount of a percentage of the cost of constructing the HOA maintained improvements listed above. Said percentage will be determined by the City prior to recordation of the CC&Rs.
- c. Establish a Shared Maintenance Agreement or such similar agreement between the owners of Oat Hill Parcel A and Oat Hill Parcel B for the long term and ongoing maintenance and operation of all shared private improvements. Specifically, the parcel owners shall be responsible for the ongoing maintenance and operation of all onsite stormwater quality facilities, shared storm drains and the shared emergency vehicle access road. The Shared Maintenance Agreement shall be prepared to run with the land of each parcel. The Shared Maintenance Agreement shall be submitted to the City for review and approval prior to recordation.
- d. Generally, in substantial conformance with that which is shown on the approved Tentative Subdivision Map, convey all easements and dedications, public and private, for the construction, use and/or maintenance of roads or other access, drainage facilities, utilities and post-construction storm water management facilities on the Final Map or by separate

instruments. All dedications to the City shall be irrevocable offers of dedication. Specific public conveyances include:

- i. A public utility easement (PUE) 5-foot in width along the south side of Napa Junction Road across the frontage of Oat Hill Parcel A.
 - ii. A strip of public street right-of-way of varying width and having an area of approximately 4,150 square feet as shown on the Tentative Subdivision Map for Condominium Purposes Oat Hill Multifamily Parcel B.
- e. Furnish documentation that the existing PG&E pole line easements (Book 1061 Page 114 and Book 1355 Page 779 O.R.) have been quit claimed.
 - f. Obtain all necessary easements over Oat Hill Parcel B including easements for emergency vehicle access and storm water conveyance and detention facilities through recorded separate instruments.
 - g. Furnish proof of the payment of the mapping service fee as required by Napa County Board of Supervisors Resolution No. 92-119.

81. Prior to APPROVAL OF A BUILDING PERMIT, the Applicant shall:

- a. Pay all account balances and current City and American Canyon Fire Protection District fees (Mitigation and Capacity) shown in Condition 13.

82. Prior to ACCEPTANCE OF IMPROVEMENTS, the Applicant shall:

- a. Restore all adjacent off-site road surfaces to pre-project conditions.
- b. Submit a certification by the Geotechnical Engineer of Record that all the work has been completed in substantial conformance with the recommendations in Soils Investigation/Geotechnical Report.
- c. Provide a mylar and digital copy of the Improvement Plans that include all as-built or field changes, in digital AutoCAD (.dwg) and (.pdf) format (void of any AutoCAD block formats preventing full editing capabilities of the drawings), compatible with the City's current version, and tied to the NAD83 (California Zone 2, feet) coordinate system.
- d. Provide a letter stating that all of the Developer's Conditions of Approval have been met.
- e. Provide a letter from the Civil Engineer of Record certifying that all the site improvements were constructed and inspected in substantial conformance with the approved plans and City Standards.
- f. Enter into and record a post-construction Stormwater Operations and Maintenance Agreement with the City.

Oat Hill Parcel A – Mitigation Measures

The following are the applicable mitigation measures from the certified Mitigated Negative Declaration report. The following mitigation measures shall be complied with in accordance with the adopted Mitigation Monitoring and Reporting Program (MMRP) by the City Council.

83. **AES I-1.** Prior to issuance of building permits, the applicant shall prepare and submit a detailed lighting plan for review and approval by the Community Development Department. The plan shall show conformance with City performance standards for street lighting and glare, including shielding of all on-site lighting so that light is directed within the project site and does not illuminate adjacent properties, and indicate the location and design of proposed lighting and lighted signs. The applicant shall implement the final plan as approved by the City.
84. **AQ III-3.** Prior to the issuance of a grading permit, the project applicant shall indicate via notation on project construction plans that all off-road construction equipment used for the roadway extension along Napa Junction Road, including owned, leased, and subcontractor vehicles, shall meet the California Air Resources Board's (CARB's) Tier 4 emissions standards. The construction plans shall be submitted for review and approval to the City of American Canyon Community Development Department.
85. **BIO IV-1.** Prior to project initiation, pre-construction surveys shall be conducted by a qualified biologist within a 0.5-mile radius around all project activities, including on-site and off-site work, and shall be completed for at least two survey periods prior to starting Project activities. The survey period timing and methodology shall be conducted in accordance with the Swainson's Hawk Technical Advisory Committee's Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (2000), which identifies different survey windows throughout the pre-nesting and nesting season (ranging from January 1 through July 30/post-fledging) that have different survey methodologies and requirements. A letter report summarizing the survey results shall be submitted to CDFW for review and written acceptance prior to starting Project activities. The survey results shall also be submitted to the Community Development Department within 30 days following the final survey. If active Swainson's hawk nests are not identified on or within 0.5-mile of the project site within the survey periods, further avoidance and minimization measures for Swainson's hawk nesting habitat are not required
86. **BIO IV-2.** If Swainson's hawks are found to be nesting on the project site or within 0.5-mile of the project site, the project proponent shall either, a) delay project activities until all Swainson's hawk nests within 0.5-mile of the project site are no longer active, as determined by a qualified biologist, b) determine if the 0.5-mile buffer zone may be reduced in consultation with CDFW based on site-specific conditions, or c) if take cannot be avoided, obtain a CESA Incidental Take Permit from CDFW prior to starting project activities.
87. **BIO IV-3.** Prior to initiation of ground disturbance, a qualified biologist shall conduct nesting and/or wintering owl surveys, as appropriate, in accordance with the California Department of Fish and Game (now CDFW) 2012 Staff Report on Burrowing Owl Mitigation survey methodology (see <https://wildlife.ca.gov/Conservation/Survey-Protocols#377281284-birds>). Surveys shall encompass the project area and a sufficient buffer zone to detect owls nearby that may be impacted. Time lapses between surveys or project activities shall trigger subsequent surveys including but not limited to a final survey within 24 hours prior to ground disturbance before construction equipment mobilizes to the project area. The qualified biologist shall have a minimum of two years-experience implementing the CDFW 2012 Staff Report survey methodology resulting in detections. A letter report summarizing

the survey results shall be submitted to the Community Development Department within 30 days following the pre-construction survey. If burrowing owls are not present on-site or adjacent to the site where they may be disturbed during pre-construction surveys, further avoidance and minimization measures for burrowing owl nesting and wintering habitat are not required.

88. **BIO IV-4.** If burrowing owls are detected on or adjacent to the site where they may be disturbed, the following restricted activity dates and setback distances recommended per CDFW's Staff Report (2012) shall be implemented, unless reduced buffers are accepted by CDFW in writing based on site-specific conditions:

- From April 1 through October 15, low disturbance and medium disturbance activities shall have a 200-meter buffer while high disturbance activities shall have a 500-meter buffer from occupied nests and wintering sites.
- From October 16 through March 31, low disturbance activities shall have a 50-meter buffer, medium disturbance activities shall have a 100-meter buffer, and high disturbance activities shall have a 500-meter buffer from occupied nests and wintering sites.
- No earth-moving activities or other disturbance should occur within the aforementioned buffer zones of occupied burrows. These buffer zones shall be marked with high visibility fencing or flagging.

If burrowing owls are present outside of the nesting season, burrowing owls may be passively relocated from the project site and adjacent habitat using CDFW-accepted methods so that construction can proceed. Any required passive relocation of burrowing owls would require CDFW acceptance. If passive relocation of burrowing owls is necessary, a qualified biologist shall prepare a Relocation Plan, including compensatory habitat as described below, for CDFW review and acceptance prior to the start of construction activities.

If the survey determines that the project site is actively being used by burrowing owl, or any owls are passively relocated as described above, then compensatory habitat mitigation shall be provided. The habitat mitigation/compensation plan shall be submitted to CDFW for review and approval prior to the start of project activities. Habitat compensation acreages shall be approved by CDFW, as the amount depends on site specific conditions, and completed before project construction. It shall also include placement of a conservation easement and preparation and implementation of a long-term management plan. If burrowing owls are observed during surveys, notification shall also be submitted to the California Natural Diversity Database (CNDDDB; see <https://wildlife.ca.gov/Data/CNDDDB/Submitting-Data>).

89. **BIO IV-5.** If project activities must be conducted during the nesting season (February 15 and September 1), a pre-construction nesting bird survey shall be conducted by a qualified biologist within 714 days of vegetation removal or initial ground disturbance. The survey shall include the project site, any off-site disturbance areas, and within a minimum of 500 feet of all project areas, surrounding vicinity to identify the location and status of any nests that could potentially be affected either directly or indirectly by project activities. A letter report summarizing the survey results shall be submitted to the Community Development Department within 30 days following the pre-construction survey. If nesting birds are not present on-site or within a minimum 500 feet of the project site during pre-construction surveys, further avoidance and minimization measures for nesting bird habitat are not required.

If active nests of native nesting bird species are identified during the nesting bird survey, a work exclusion zone shall be established around each nest by the qualified biologist. Established exclusion zones shall remain in place until all young in the nest have fledged or the nest otherwise becomes inactive (e.g., due to predation). Appropriate exclusion zone sizes shall be determined by a qualified biologist. The qualified biologist shall be on site daily for the first week during Project activities, and then weekly thereafter until the nest is no longer active, to observe all active bird and raptor nests and to ensure that Project activities do not cause nest disturbance. If the qualified biologist observes birds and/or raptors displaying potential nest disturbance behavior, the qualified biologist shall cease work and consult with CDFW before resuming Project activities. In this event, Project activities shall not resume without CDFW's written permission.

90. **CUL V-1.** Prior to grading permit issuance, the applicant shall submit plans to the Community Development Department for review and approval which indicate (via notation on the improvement plans) that if historic and/or cultural resources are encountered during site grading or other site work or off-site work, all such work shall be halted immediately within 100 feet and the applicant shall immediately notify the Community Development Department of the discovery. In such case, the applicant shall be required, at their own expense, to retain the services of a qualified archaeologist meeting the Secretary of the Interior's Professional Qualification Standards for prehistoric and historic archaeologist for the purpose of recording, protecting, or curating the discovery as appropriate. The archaeologist shall be required to submit to the Community Development Department for review and approval a report of the findings and method of curation or protection of the resources. Further grading or site work within the area of discovery shall not be allowed until the preceding work has occurred.
91. **CUL V-2.** If human remains, or remains that are potentially human, are found during construction, a professional archeologist shall ensure reasonable protection measures are taken to protect the discovery from disturbance. The archaeologist shall notify the Napa County Coroner (per §7050.5 of the State Health and Safety Code). The provisions of §7050.5 of the California Health and Safety Code, §5097.98 of the California Public Resources Code, and Assembly Bill 2641 will be implemented. If the Coroner determines the remains are Native American and not the result of a crime scene, then the Coroner will notify the Native American Heritage Commission (NAHC), which then will designate a Native American Most Likely Descendant (MLD) for the project (§5097.98 of the Public Resources Code). The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. If the applicant does not agree with the recommendations of the MLD, the NAHC can mediate (§5097.94 of the Public Resources Code). If an agreement is not reached, the qualified archaeologist or most likely descendent must rebury the remains where they will not be further disturbed (§5097.98 of the Public Resources Code). This will also include either recording the site with the NAHC or the appropriate Information Center, using an open space or conservation zoning designation or easement, or recording a reinternment document with the county in which the property is located (AB 2641). Work cannot resume within the no-work radius until the lead agencies, through consultation as appropriate, determine that the treatment measures have been completed to their satisfaction.
92. **GEO VII-1, VII-2, VII-4, and VII-5.** Prior to approval of any building permits, the project Civil Engineer shall show on the project plans that the project design would adhere to all engineering recommendations provided in the site-specific Geologic Hazards and Preliminary Geotechnical Investigation prepared by Giblin Associates and the Soil Investigation prepared by Reese & Associates. The project plans shall include, but would not be limited to, the use of mat slabs, post-tensioned slabs

on-grade, imported non-expansive fill under conventional floor slabs, appropriate setbacks from fault zones, stabilization of potential landslide areas, and structural design in accordance with Site Class C of the CBSC Ground Motion Parameters. Project plans shall be subject to review and approval by the City Engineering Division.

93. **GEO VII-3.** Prior to the issuance of a grading permit, the project applicant shall prepare to the satisfaction of the Community Development Department, an erosion control plan that utilizes standard construction practices to limit the erosion effects during construction of the proposed project. Actions should include, but are not limited to, the following:
- a. Hydro-seeding;
 - b. Placement of erosion control measures within drainage ways and ahead of drop inlets;
 - c. The temporary lining (during construction activities) of drop inlets with “filter fabric”;
 - d. The placement of straw wattles along slope contours;
 - e. Use of a designated equipment and vehicle “wash-out” location;
 - f. Use of siltation fences;
 - g. Use of on-site rock/gravel road at construction access points; and
 - h. Use of sediment basins and dust palliatives.
94. **GHG VIII-1.** Prior to issuance of building permits, the applicant shall submit proof to the Community Development Department for review and approval which indicate project compliance with the Tier 1 Energy Efficiency division of the Title 24 standards. Tier 1 Energy Efficiency for low-rise multifamily developments require the following measures:
- a. Total Energy Design Rating (Total EDR) and Energy Efficiency Design Rating (Efficiency EDR) for the Proposed Design Building is included in the Certificate of Compliance documentation.
 - b. Quality Insulation Installation procedures specified in the Building Energy Efficiency Standards Reference Appendices RA3.5 are completed.
 - c. One of the following options is required:
 - i. A4.203.1.2.1 – Roof deck insulation or ducts in conditioned space.
 - ii. A4.203.1.2.2 – High performance walls.
 - iii. A4.203.1.2.3 – HERS-verified compact hot water distribution system.
 - iv. A4.203.1.2.4 – HERS-verified drain water heat recovery.
 - d. Buildings complying with the first level of advanced energy efficiency shall have additional integrated efficiency and onsite renewable energy generation sufficient to achieve a Total EDR of the Tier 1 value indicated by Table A4.203.1.1.1 or lower as calculated by Title 24, Part 6 Compliance Software approved by the Energy Commission. This Total EDR is in addition to meeting the Efficiency EDR.
 - e. Local jurisdictions adopting Tier 1 or Tier 2, or considering community shared solar or storage options as specified, shall consult with the local electric service for acceptance.
95. **NOI XIII-1.** Prior to the approval of grading permits, the City shall establish the following related to the use of construction equipment:
- a. Construction activities (excluding activities that would result in a safety concern to the public or constructions workers) shall be limited to between the daytime hours of 7:00 AM and 7:00 PM daily;
 - b. Construction equipment shall be properly maintained and equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturers recommendations;
 - c. Equipment engine shrouds shall be closed during equipment operation;

- d. When not in use, motorized construction equipment shall not be left idling for more than five minutes; and
- e. Stationary equipment (power generators, compressors, etc.) shall be located at the furthest practical distance from nearby noise-sensitive land uses or sufficiently shielded to reduce noise-related impacts.

96. **TRANS XVII-1.** Prior to issuance of grading permits, the project applicant shall submit Improvement Plans that reflect the recommendations included in the Traffic Impact Study prepared by W-Trans. Specifically, the Improvement Plans shall reflect a pedestrian path or sidewalk between the project site and the existing terminus of the sidewalk on the south side of Napa Junction Road near the elementary school crossing. The Improvement Plans shall also reflect space for bicycle storage provided either on balconies or other outside spaces dedicated to each housing unit, in garages or other storage spaces for each unit, or through provision of bike racks. The recommendations made by W-Trans shall be confirmed by the City's Public Works Department and/or the City Engineer prior to issuance of grading permits.

97. **TRANS XVII-2.** Prior to the first residential occupancy, the applicant shall implement the following TDM measures, as described in the TIS:

- a. Unbundled Parking;
- b. Free Transit Passes;
- c. Secure Bicycle Parking and Maintenance Tools;
- d. Tele-Work/Compressed Schedules;
- e. Carpooling and Ride-Matching Program;
- f. Transportation Coordinator;
- g. Welcome Packet for New Residents; and
- h. Monitoring of Program Performance.

Proof of implementation of the TDM measures shall be submitted to the City's Community Development Department for review and approval.

98. **UTIL XIX-1.** The project applicant shall demonstrate compliance with the City's Zero Water Footprint Policy by mitigating all new potable water demands with "wet-water" offsets by one or more of the following options to ensure the proposed project results in a net zero increase in demand for potable water:

- a. Reducing existing potable water demands on-site;
- b. Funding programs or constructing projects that would conserve an equivalent amount of water elsewhere within the water service area;
- c. Funding of and/or constructing projects that would increase an equivalent amount of recycled water use elsewhere within the water service area where potable water is currently used; and/or
- d. Purchasing new water supplies from other water providers.

Compliance with the Zero Water Footprint Policy shall be ensured by submission of a "Will-Serve" Water Application to the City's Public Works Department for review and approval. Project plans shall demonstrate the applicant's inclusion of the selected wet-water offsets.

99. **UTIL XIX-2.** The project shall be designed and constructed with purple irrigation pipe so that reclaimed water may be used for landscape irrigation purposes. The project shall use recycled water for irrigation in the event recycled water becomes available at the site.

100. **UTIL XIX-3.** At the time of issuance of building permits, the project applicant shall pay all updated water capacity and impact fees in effect, to the extent they are not subject to applicable fee credits, to provide funding for the City to acquire additional long-term water resources and improve and develop its treatment and distribution system. The fees will permit the City to exercise additional options for potable water capacity from the City of Vallejo and/or other sources, and will also provide for implementation of the recycled water system.
101. **UTIL XIX-4.** The project applicant shall pay to the City a monthly service charge to adequately cover the project's costs associated with City supplying water through the City's connection to the City of Vallejo, as determined by the Public Works Director.
102. **UTIL XIX-5.** Prior to issuance of building permits, the project shall be reviewed by the Community Development Department for consistency with the Water Conservation Guidelines. The project applicant shall incorporate water conservation Best Management Practices into the project.
103. **UTIL XIX-6.** Should additional project water be required, the proposed project shall comply with the City's ordinances and regulations in effect at the time of authorization for additional water use. In addition, such changes in project use would trigger a new City Discretionary Review process, which would trigger re-evaluation of the proposed project's water supply impacts.
104. **UTIL XIX-7.** Prior to issuance of building permits, the project applicant shall submit landscaping plans to the City of American Canyon for review and approval demonstrating that the proposed landscaping would comply with the requirements in the City's Model Water Efficient Landscape Ordinance (AB 1881). The landscaping plan shall identify outdoor irrigation water conservation measures, such as, but not limited to:
- a. Drought-resistant vegetation;
 - b. Irrigation systems employing the following features:
 - i. drip irrigation;
 - ii. low-precipitation-rate sprinklers;
 - iii. bubbler/soaker systems;
 - iv. programmable irrigation controllers with an automatic rain shutoff sensors and flow sensing capabilities (ET Smart Controller);
 - v. Matched precipitation rate nozzles that maximize the uniformity of the water distribution characteristics of the irrigation system;
 - vi. Conservative sprinkler spacings that minimize overspray onto paved surfaces; and
 - vii. Hydrozones that keep plants with similar water needs in the same irrigation zone
 - c. Minimally or gently sloped landscaped areas to minimize runoff and maximize infiltration; and
 - d. Organic topdressing in non-turf areas to decrease evaporation and increase water retention.
105. **COVID19 XXI-1.** The project applicant shall prepare a COVID-19 Exposure Control Plan which shall be included in the project construction site safety plan. The COVID-19 Exposure Control Plan shall comply with all regional and statewide orders related to the operation of construction sites and essential businesses during the COVID-19 pandemic, including but not limited to: social distancing requirements, masks for all workers, daily worker screening for potential symptoms, disinfecting protocols for all shared surfaces, avoidance of tool sharing, and provision of sufficient hand sanitizer for all workers. The COVID-19 Exposure Control Plan shall be submitted to the City of American Canyon Planning Department for review and approval prior to the issuance of grading permits.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 21st day of September, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Leon Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

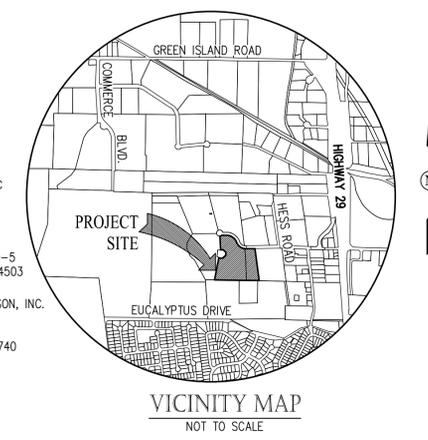
Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

EXHIBITS

A. Project Plans

Attachment 12: Exhibit A



GENERAL NOTES

- OWNER: OAT HILL PROPERTIES II, LLC
PO BOX 3438
NAPA, CA 94558
- DEVELOPER: RH HESS DEVELOPMENT
3423 BROADWAY, SUITE D-5
AMERICAN CANYON, CA 94503
- CIVIL ENGINEER: CARLSON, BARBEE & GIBSON, INC.
2633 CAMINO RAMON
SAN RAMON, CA 94583
COLT ALVERNAZ P.E. #75740
PHONE: (925) 866-0322
- SOIL ENGINEER: REESE & ASSOCIATES
134 LYSTRA COURT
SANTA ROSA, CA 95403
PHONE: (707) 528-3078
- ASSESSORS PARCEL NO. 058-380-008 & 058-320-001 (PORTION)
- SITE AREA: 13.6± ACRES
- LOTS: 1
- EXISTING GENERAL PLAN: COMMERCIAL SPECIALTY (CS)
PROPOSED GENERAL PLAN: RESIDENTIAL HIGH (RH-1)
- EXISTING ZONING: LIGHT INDUSTRIAL (LS)
PROPOSED ZONING: RESIDENTIAL HIGH (RH)
- EXISTING LAND USE: VACANT LAND
PROPOSED LAND USE: MULTI-FAMILY RESIDENTIAL
- DWELLING UNITS: 206
- SITE DENSITY: 15.1 DU/AC
- BENCHMARK: NAPA COUNTY BENCHMARK BM 934C. STATE WELL MONUMENT
STAMPED B-55 IN CUL DE SAC AT NORTH END OF LOMBARD
ROAD.
EL = 58.37 FEET
- BASIS OF BEARINGS: BETWEEN TWO FOUND MONUMENTS IN EUCALYPTUS DRIVE, THE
BEARING BEING N89°26'36"W, PER 23 RM 25, RECORDED JUNE
28, 2002, IN THE OFFICE OF THE COUNTY RECORDER
- FLOOD ZONE: ZONE X: AREAS DETERMINED TO BE OUTSIDE THE 0.2%
ANNUAL CHANCE FLOODPLAIN
SOURCE: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA),
FLOOD INSURANCE RATE MAP, MAP NUMBER 06055C0617F
DATE: AUGUST 3, 2016
- UTILITIES:
WATER: CITY OF AMERICAN CANYON
SEWER: CITY OF AMERICAN CANYON
STORM DRAIN: CITY OF AMERICAN CANYON
GAS & ELECTRIC: PG&E
TELEPHONE: PACIFIC BELL
- BOUNDARY: AS SHOWN WAS COMPILED FROM RECORD INFORMATION AND
DOES NOT REPRESENT A SURVEY OF THE PROPERTY.
- CONDOMINIUM MAP: A CONDOMINIUM MAP WILL BE RECORDED FOR THE
RESIDENTIAL LOTS. THE SUBDIVISION IS A CONDOMINIUM
PROJECT AS DEFINED IN SECTIONS 4125 AND 4285 OF THE
CIVIL CODE OF THE STATE OF CALIFORNIA AND FILED
PURSUANT TO THE SUBDIVISION MAP ACT.
- RECIPROCAL EASEMENT: PRIOR TO THE RECORDATION OF THE FINAL MAP ALL
RECIPROCAL EASEMENTS REQUIRED ON PARCEL B MUST BE
RECORDED IN FAVOR OF PARCEL A OR THE FINAL MAPS MUST
BE RECORDED CONCURRENTLY.

LINE TABLE			CURVE TABLE			
NO	BEARING	LENGTH	NO	RADIUS	DELTA	LENGTH
L1	N89°56'54"W	50.00'	C1	58.00'	49°45'18"	50.37'
L2	N53°10'54"E	75.00'	C2	20.00'	49°49'11"	17.39'
L3	N00°03'06"E	80.00'				
L4	N53°04'42"W	75.00'				
L5	N89°56'54"W	49.50'				

LEGEND

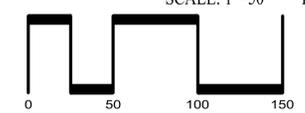
- EXISTING BOUNDARY
- RIGHT OF WAY
- PROPOSED LOT LINE
- EXISTING LOT LINE
- TOP OF CURB
- CENTERLINE
- EASEMENT LINE
- FAULTLINE SETBACK
- AIRPORT LAND USE ZONE LINE
- PROPOSED RETAINING WALL
- 210
- 10' CONTOUR
- COVERED PARKING
- ASPHALT PAVEMENT
- CONCRETE WALKWAY
- BIORETENTION AREA
- TURF AREA

TENTATIVE MAP FOR CONDOMINIUM PURPOSES OAT HILL MULTI-FAMILY

PARCEL A - LLA 2020-_____

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA

SCALE: 1"=50' DATE: FEBRUARY 2021



SAN RAMON • (925) 866-0322
SACRAMENTO • (916) 375-1877
WWW.CBANDG.COM
CIVIL ENGINEERS • SURVEYORS • PLANNERS

JOB NO.: 1305-050

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON, CALIFORNIA, APPROVING A TENTATIVE SUBDIVISION MAP TO SUBDIVIDE OAT HILL PARCEL B INTO 85 CONDOMINIUM MULTIFAMILY DWELLING UNITS ON A 7.2-ACRE PARCEL LOCATED ON THE EAST SIDE OF OAT HILL SOUTH OF NAPA JUNCTION ROAD, APN 058-320-001 (FILE NO. PL20-0027)

WHEREAS, on August 14, 2020, RH Hess Development Company submitted an application for a Tentative Subdivision Map for Condominium Purposes to permit the subdivision of 5 multifamily buildings into 85 separate ownership units on a 7.2-acre parcel in the Medium Density Residential (RM) zoning district at APN 058-320-001 (File No. PL20-0027); and

WHEREAS, on August 14, 2020, RH Hess Development Company submitted a General Plan Amendment and Zone Change application to allow 85 dwelling units on approximately 7.2 acres on the east side of Oat Hill south of Napa Junction Road, APN 058-320-001 (File No. PL20-0026); and

WHEREAS, on November 2, 2021, RH Hess Development submitted a Lot Line Adjustment (File No. PL20-0039) to convert the two parcels APN 058-380-008 and 058-320-001 from 11.3-acres and 9.5-acres to 13.6-acres and 7.2-acres, respectively; and

WHEREAS, pursuant to Section 65300 of the State Planning and Zoning Law, the City of American Canyon (City) 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, there is a critical shortage of residential housing for all levels of affordability in California; and

WHEREAS, the State of California Department of Housing and Community Development (HCD) and the Association of Bay Area Governments (ABAG) will soon commence the process to establish regional housing needs allocations (RHNA) for the greater San Francisco Bay Area; and

WHEREAS, in light of the State's housing shortage, HCD and ABAG is expected to increase significantly the obligation of the City of American Canyon ("City") to plan for additional housing within its municipal boundaries; and

WHEREAS, on January 21, 2020, the City Council declared residential uses are the best use of the Rick Hess property on Oat Hill (Resolution 2020-06); and

WHEREAS, on March 25, 2021, the Planning Commission adopted Resolution 2021-04 recommending the City Council of the City of American Canyon approve a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Oat Hill Multifamily Residential Project; and

WHEREAS, on March 25, 2021, the Planning Commission adopted Resolution 2021-11 recommending the City Council of the City of American Canyon approve the Parcel B Tentative Subdivision Map; and

WHEREAS, on September 7, 2021, the City Council adopted Resolution 2021-61 to approve the Oat Hill Mitigated Negative Declaration (SCH#2021020107) and Mitigation and Monitoring Report; and

WHEREAS, on September 7, 2021, the City Council adopted Resolution 2021-62 to approve an Overrule of the Napa County Airport Land Use Commission determination of incompatibility with the Napa County Airport Land Use Compatibility Plan; and

WHEREAS, on September 7, 2021, the City Council adopted Resolution 2021-64 to approve a General Plan Amendment for the Oat Hill Multifamily Project Parcel B from Estate Residential (RE) to Medium Density Residential (RM) (PL20-0026); and

WHEREAS, on September 21, 2021, the City Council approved (Ordinance 2021-07) to revise to ACOM Chapter 19.03 for Oat Hill Multifamily Project Parcel B from Estate Residential (RE) to Medium Density Residential (RM) (PL20-0026); and

WHEREAS, on September 21, 2021, the City Council conducted a public hearing and considered all of the written and oral testimony presented at the public hearing in making its decision; and

NOW, THEREFORE, BE IT RESOLVED that the American Canyon City Council approves a Tentative Subdivision Map for Parcel B (PL20-0027) based on the findings contained in Section 2, and the conditions of approval contained in Section 3.

SECTION 1. Environmental Findings

The Parcel B Tentative Subdivision Map is substantially consistent with the project evaluated in the Oat Hill Mitigated Negative Declaration (SCH#2021020107) and Mitigation and Monitoring Report approved September 7, 2021 (Resolution 2021-). There are no new substantial environmental conditions or impacts that would change the adopted Mitigation and Monitoring Report. Therefore, no further environmental review is required.

SECTION 2: Tentative Subdivision Map Findings

A. The Oat Hill Project requires the following findings for the Tentative Subdivision Map. As stated in Chapter 18.20.055 ACOM, the Planning Commission shall not approve a Tentative Subdivision map if it makes any of the following findings:

1. That the design or improvement of the proposed subdivision is not consistent with the city's general plan or its elements or any other applicable plans;

The proposed Tentative Subdivision is consistent with the General Plan, and the lot sizes meet the minimum parcel size in the Medium Density Residential (RM) zoning district.

Because there is a critical shortage of residential housing for all levels of affordability in California, the proposed Oat Hill Multifamily Residential general plan amendment will designate additional land to provide needed housing. Replacement of Light Industrial with a Specialty Commercial Overlay (LI:CS) zoning with High Density Residential (RH-1) zoning is in keeping with the following General Plan Goals that promote additional housing in American Canyon:

- *Goal 2A: "Provide sufficient residential land with adequate infrastructure to accommodate the City's fair share of projected growth, and to facilitate mobility within the ownership and rental markets."*
- *Goal 2B: "Provide a range of housing types within the community to accommodate a variety of incomes and lifestyles, and to enable residents to remain in American Canyon throughout their lives."*

- *Goal 2E: “Address the housing needs of all economic segments of the existing and future community, including the City’s fair share of the regional housing need.” The applicant proposes to address housing affordable to lower income residents by providing in-lieu impact fees, pursuant to the Inclusionary Housing Ordinance (ACMC Chapter 19.28).*

The project satisfies the following Land Use Element policies:

- *Goal 1E: “Ensure the development of residential neighborhoods that provide a range of housing opportunities to meet the physical, economic, and social needs of the population, are designed to exhibit a high quality and character, contain appropriate supporting services, and reflect their environmental setting.” The design permit application associated with this property ensures that the development will exhibit a high quality and character. The project reflects its environmental setting by providing public access to locally-important views across the project site.*
- *Policy 1.27.2: “Review all applications for new development, expansion of existing uses, and re-use within Napa County Airport Compatibility Zones “A” through “E” for compliance with the appropriate use and development conditions.” A small portion of the northwest corner of Parcel B is located in Napa County Airport Compatibility Zone “D”. The remaining property is located in Zone “E”. Zone E permits multifamily development with approval of an avigation easement. The project approval requires an avigation easement. Therefore, there is no potential inconsistency between the General Plan Amendment and the Napa County Airport Compatibility Land Use Plan.*

2. That the site is not physically suitable for the type of development proposed;

The site will be graded so that it is flat and physically suited for the residential buildings.

3. That the site is not physically suitable for the proposed density of development proposed;

The site will be changed from Residential Estate (RE) to Medium Density Residential (RM) through a General Plan Amendment and Zone Change. The proposed 85 units on 7.2-acre equates to a density of 11.8 dwelling units per acre, which complies with the RM zone.

4. That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat;

The Initial Study/Mitigated Negative Declaration concludes that no unavoidable significant impacts to the environment will occur as long as mitigation measures are incorporated. Mitigation measures are included to address potential impacts to burrowing owls, Swainson’s hawk, tree or ground nesting raptors, and nesting passerine birds. The applicant conducted a biological resource study and no wetland areas were identified.

5. That the design of the subdivision or the type of improvements is likely to cause serious public health problems;

No evidence of serious public health problems has been identified.

6. That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. In this connection, the Planning Commission may approve a Tentative Subdivision map if it finds that alternate easements, for access or for use, will be provided and that these will be substantially equivalent to one previously acquired by the public.

No conflicts to public easements have been identified.

7. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is granted to the Planning Commission to

determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.

Not applicable to the Oat Hill Project.

8. That the discharge of waste water, including sewage and stormwater runoff, from the proposed subdivision would result in a violation of existing water quality requirements prescribed by the regional water quality control board.

The site will be served by public sewer. Stormwater detention facilities are provided to meet City and Regional Water Quality Control Board standards.

SECTION 3. CONDITIONS OF APPROVAL

General

1. The Tentative Subdivision Map approval is granted for development of 85 dwelling units on 5 multifamily condominium buildings on a 7.2-acre parcel in the Medium Density Residential (RM) zoning district. The site will be supported with 183 parking spaces and approximately 94,000 square feet of landscaping at the vacant parcel, APN 058-320-001 (File No. PL20-0023), which shall be substantially shown on file in the Community Development Department, except as modified by conditions contained in this approval. Exhibit A includes the following:
 - a. Architectural Plans prepared by William Hezmalhalch Architects (WHA) from San Ramon, CA, consisting of 20 sheets showing the proposed building elevations, floor plans, and roof plans, dated October 19, 2020.
 - b. Site Plans prepared by Carlson, Barbee, and Gibson (CBG) from San Ramon, CA, consisting of 7 sheets showing the site plan, preliminary grading and drainage plan, and cross sections, dated February of 2021.
 - c. Landscaping Plans prepared by Vander Toolen Associates from Sacramento, CA, consisting of 6 sheets showing the proposed landscaping plans, dated October of 2020.
2. The applicant shall defend, indemnify, and hold harmless the City of American Canyon ("City"), its elected officials, officers, employees, attorneys, representatives, boards, commissions, consultants, volunteers and agents from and against all claims, actions, including actions to arbitrate or mediate, damages, losses, judgments, liabilities, expenses and other costs, or proceedings against the City, its elected officials, officers, employees, attorneys, representatives, boards, commissions, volunteers, or agents to attack, modify, set aside, void, or annul an approval, conditional approval, permit, entitlement, environmental document, environmental clearance, mitigation plan, or any other document or any of the proceedings, acts, or determinations taken, done, or made prior to granting of such approval, conditional approval, permit, entitlement, environmental clearance, environmental document, mitigation plan, or other documents, by the City, including, without limitation, an action against an advisory agency, appeal board, or legislative body within the applicable limitation period.

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

proceeding challenging the entire or a portion of an approval, conditional approval, permit, entitlement or any other document of any related claim.

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

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

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

3. The approval shall become effective on upon the effective date of the Parcel B Zone Change (Ordinance 2021-06) and return of the "Applicant Confirmation of Conditions of Approval" form signed by the property owner.
4. The applicant is responsible for paying all charges related to the processing of this discretionary case application within 30 days of the issuance of the final invoice or prior to the issuance of building permits for this project, whichever occurs first. Failure to pay all charges shall result in delays in the issuance of required permits or the revocation of the approval of this application.
5. The date upon which the approval is final shall be considered the day of the imposition of the fees, dedications, reservations and exactions required by these conditions approval for the purposes of protesting the imposition pursuant to California Government Code Section 66020.
6. Expiration of this Approval. A final map shall be submitted for processing within twenty-four months from the date of final action by the City Council to approve or conditionally approve a Tentative Subdivision Map.
7. All plans submitted for review and approval and all development shall be in substantial conformance with the approved exhibits, except where modified by a condition of approval. The Community Development Director or designee may approve minor changes to the project as approved by the Planning Commission on the plans submitted for the construction permits with a determination that the changes are in substantial compliance with the representation of the project as reviewed by the Planning Commission and City Council, that the proposed change will be in compliance with the required development standards, and the change will not materially affect adjacent private or public property.
8. The conditions of this Permit shall be printed on the first sheet of each plan set submitted for a building permit pursuant to this Tentative Subdivision Map, under the title "Tentative Subdivision Map Conditions". The second sheet may also be used if the first sheet is not of sufficient size to list all of

the conditions. The sheet(s) containing the conditions shall be of the same size as those sheets containing the construction drawings; 8-1/2" by 11" sheets are not acceptable.

Planning

9. Prior to issuance of the first building permit, the applicant shall submit an address and street name plan to the Community Development Department.
10. All new roof top equipment is required to be screened. The parapet shall be opaque and equal in height of the top of the rooftop mechanical equipment.
11. All ground mounted air conditioning and heating equipment facing Napa Junction Road shall be screened. The screen shall be made of wood and painted to be weather resistant.
12. Prior to the issuance of the site improvement plan, the applicant shall identify 10 bicycle parking spots for Parcel B. The bicycle parking spots shall be evenly distributed amongst the buildings.
13. The subdivision ordinance requires new projects to dedicate parkland on the basis of 5 acres per 1,000 population (ACMC Chapter 18.44). Based on the current project proposal of 85 dwelling units @ 3.49 persons per unit, the project generates a population of 297 people. This equates to a park dedication standard of 1.48 acres. The Subdivision Ordinance has provisions for a combination of park dedication and payment of a fee in-lieu of park dedication.
14. Prior to the issuance of the first building permit, the applicant is required to pay all applicable impact fees. For your information, the following table identifies the current fees and their rates. Please note that the City fees are subject to change and the applicant is required to pay the updated fee at the time of building permit issuance. The applicant is required to pay Fire Mitigation fees separately at the Fire District.

Parcel B Fee	Rate (2021)	Calculation	Cost
Affordable Housing Nexus	\$3.82 per SF	118,560 SF per plans	\$ 452,899.20
Parks and Recreation Fee	\$5806.38 per unit	85 units per plans	\$ 493,542.30
Civic Facility Fee	\$1685.61 per unit	85 units per plans	\$ 143,276.85
General Plan Update Fee	\$89.59 per unit	85 units per plans	\$ 7,615.15
Traffic Impact Fee	\$618.18 per trip	462 trips estimated	\$ 285,599.16
Water Capacity Fee (Estimated)	\$11,599 per unit plus \$26.25 per gpd	85 units per plans plus irrigation demand in gpd	\$985,915.00
Wastewater Capacity Fee (Estimated)	\$6,952.00 per unit	85 units per plans	\$590,920.00
Impact Fees Subtotal			\$ 2,959,767.66

15. Prior to the issuance of the first building permit, the applicant shall provide proof of payment or exemption for Napa Valley Unified School District (NVUSD) developer fees. For more information, see their website here: <https://www.nvUSD.k12.ca.us/developerfees> .

16. Prior to the issuance of the first building permit or the recordation of the final map, whichever occurs first, an Avigation Easement shall be recorded. The Avigation Easement shall cover all portions of the property and include:
 - a. Right-of-flight at any altitude above an easement surface elevation, established based on either Part 77 of the Federal Aviation Regulations or FAA Terminal Instrument Procedures Standards (TERPS), whichever is controlling (glide slope in approach is the controlling factor).
 - b. Right to cause noise, vibration, fumes, dust, and fuel particle emissions.
 - c. Right to prevent erection or growth of all objects above the easement surface.
 - d. Right to prohibit creation of electrical interference, unusual light sources, and other hazards to aircraft flight.
17. Prior to the Certificate of Occupancy, the applicant shall complete the public access trail that meanders from the site entry, traversing all the identified look-out points, and reaches the northwest side of the site.

Landscaping

18. The applicant shall agree to a licensing agreement that requires them to maintain the landscaping within the right-of-way along the project frontage. Prior to final inspection of the building permit, the applicant shall amend their facilities operation and maintenance plan (O&M plan) to include this activity.
19. Prior to the issuance of the Building Permit, the applicant shall submit a final landscaping plan. The landscape plan shall comply with the requirements of the California Government Code 65591 et. seq. known as the Water Conservation in Landscaping Act as set out in the model water efficient landscape ordinance adopted by the California Department of Water Resources and amended in 2015. All plant material shall be served by a city-approved automatic irrigation system.
20. Prior to the issuance of a certificate of occupancy, all landscaping shall be completed and the project's landscape architect shall provide a written certification that all plant materials have been installed in accordance with the approved landscape plan.
21. All planting shall be maintained in good growing condition. Such maintenance shall include, where appropriate, pruning, mowing, weeding, cleaning of debris and trash, fertilizing and regular watering. Whenever necessary, planting shall be replaced with other plant materials to insure continued compliance with applicable landscaping requirements. Required irrigation systems shall be fully maintained in sound operating condition with heads periodically cleaned and replaced when missing to insure continued regular watering of landscape areas, and health and vitality of landscape materials.
22. All tree stakes and ties shall be removed within one year following installation or as soon as trees are able to stand erect without support.
23. Clear sight triangles shall be maintained at all driveways. Low-lying plantings and other site fixtures, including signs, shall be no taller than 30 inches within the site's vision triangles.

Building and Safety

24. The applicant shall have the detailed building and site plans reviewed by a Certified Accessibility Specialist to verify that the proposed construction will comply with accessibility requirements. Each

application for site construction or building permit shall be accompanied by a written report from a Certified Accessibility Specialist verifying that the site and building design as shown on the submitted plans comply with all accessibility requirements.

25. Prior to the issuance of a certificate of occupancy, the applicant shall submit a letter of certification to the Building Official from the project architect and civil engineer certifying that all improvements have been constructed in accordance with the approved building plans. Determination of consistency shall be subject to the review and approval of the Building Official.
26. Site Improvement plans shall show slopes of all sidewalks and walkways and paths of travel to use site facilities including trash/recycling facilities. The applicant shall have the detailed building and site plans reviewed by a Certified Accessibility Specialist to verify that the proposed construction will comply with accessibility requirements. Each application for site construction or building permit shall be accompanied by a written report from a Certified Accessibility Specialist verifying that the site and building design as shown on the submitted plans comply with all accessibility requirements.
27. Recycling of Construction and Demolition Debris: Prior to issuance of a building permit the applicant shall submit a plan for the diversion of at least 70 percent of the debris from the building demolition and construction. The plan shall include the qualified recycler that will be used, the methods of managing diversion of construction materials on site, and the proposed documentation that will be submitted to confirm that the diversion goal has been met.

Fire District

General Fire District Conditions

28. In accordance with the standard mitigation measures and conditions of approval set forth by the City of American Canyon, the developer shall pay the Fire Impact Fees (see current Standard Fees and Charges adopted by resolution), prior to the issuance of any building permits.
29. Buildings in excess of two stories shall pay Aerial Apparatus mitigation fees prior to the issuance of any building permits. (see current Standard Fees and Chares adopted by resolution).
30. The project will require an annual fire and life-safety inspection under the "R (Residential) Occupancy Inspection Program". The R Occupancy Inspection Program has been developed to allow Fire District to meet requirements set forth by the State of California. The California Health and Safety Code, Section 13146.2 (a) mandates that inspections be completed at all "R occupancies" annually. California Health and Safety Code Section 13146.2 (b) provides the Fire District legal authority to charge property owners to recover reasonable costs for providing these inspections.
31. New buildings and additions to existing buildings shall conform to requirements set forth in the currently adopted editions of the California Building Code, California Fire Code, City of American Canyon standards and Nationally Recognized Standards.
32. There shall be no deferred submittals for fire protection equipment and related utilities. Fire protection plans shall not be attached to or bound with the building plan submittal package. This includes but is not limited to Automatic Fire Sprinkler, Fire Alarm, Fixed Fire Protection and Civil plans.

33. All Fire related underground piping and fire appurtenances shall be shown on the Civil plan submittal. In addition to the Civil plan submittal, at least (1) plan set under separate cover shall be submitted to American Canyon Building Division for routing to the American Canyon Fire Protection District detailing all underground piping and related fire appurtenances including but not limited to underground piping, underground sweep detail, underground trench details showing depth of burial, type of backfill, manufacturer's specifications of piping, valves joints, fittings and calculated size and locations of thrust blocks, hydrants locations (designate public or private), gate shut-off valves, PIV's, FDC's, fire pumps, fire pump and/or riser rooms.
34. Underground utility contractor, architect and fire sprinkler contractor shall coordinate the location of risers and control valves prior to the issuance of a building permit.
35. Fire District plan review shall be based on the information submitted at the time of permit application. Any changes to the approved/permitted scope of work including additions, alterations, demolition, repair or a change in occupancy/use may impact the project requirements, including but not limited to the installation of additional fire protection systems or components.

Fire Protection

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

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

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

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

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

37. Fire Protection systems shall be installed in accordance with provisions set forth in the California Fire Code as amended by the City of Napa and the applicable National Fire Protection Association Standard.

38. The fire protection equipment shall be located within an interior room having an approved exterior access door or in an exterior enclosure attached to the building, specifically, for the purpose of housing such equipment.
39. The City of American Canyon requires that a fire hydrant be in service within 250 feet of the furthest point of construction prior to the stockpiling of combustible materials for the beginning of construction.
40. Fire District Connections (FDC) shall be located not more than 100 ft. from the nearest fire hydrant.

Fire District Access

41. Fire Apparatus Access Roads shall be designed in accordance with provisions set forth in the California Fire Code Chapter 5 and Appendix D as amended by the City of American Canyon and the applicable Public Works Standard.
42. Fire apparatus access roads shall have an unobstructed minimum width of 20 feet (curb to curb) and a minimum unobstructed vertical clearance of 13' 6". They shall have an all-weather paved surface capable of supporting a GVW of 71,000 pounds.
43. Access roads shall be completed with all-weather surfaces prior to the stockpiling of combustible materials or beginning combustible construction. Fire apparatus access shall be provided to within 150 feet of the most remote portions of all building from an approved exterior route. If this cannot be achieved fire apparatus turn arounds will be needed.
44. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Vertical traffic calming in the form of speed bumps, humps or dips are prohibited along fire access roads without prior approval of the fire Code Official. The minimum width and clearances established in Section 503.2.1 shall be maintained at all times.
45. When required by the Fire Chief, fire apparatus access roads shall be designated as Fire Lanes and appropriate signs and/or markings installed in accordance with the California Vehicle Code and approved City standards.
46. Where applicable improvement plan submittals for permit shall include locations of fire lane red curbing and fire lane signage. Please refer to and include City Public Works Standard FP-2A & 2B with plan submittals for permitting.

Public Works General Conditions of Approval

47. The Applicant shall be responsible for all City plan check, map check and inspection costs. The Applicant shall establish a Developer Deposit Account with the City upon the initiation of plan check services. The amount of the initial deposit shall be determined by the City Engineer. Additional funds may be required based upon actual costs.
48. All improvements shall be designed in accordance with the American Canyon Municipal Code (ACMC), City of American Canyon Engineering Standard Plans and Specifications for Public Improvements (City Standards), except as specifically noted otherwise in these conditions.

49. All new utilities to serve the project, shall be placed underground. Exceptions may be allowed for surface mounted transformers, pedestal mounted terminal boxes and meter cabinets.
50. Unless otherwise explicitly permitted, all existing wells, septic tanks and/or underground fuel storage tanks shall be abandoned under permit and inspection of Napa County Department of Environmental Services or other designated agency. If there are none, the project engineer shall provide a letter describing the scope of the search done to make this determination.
51. A detailed Soils Investigation/Geotechnical Report shall be prepared and submitted for review. The report shall address, at a minimum, potential for liquefaction, R-values, expansive soils and seismic risk. The improvement plans shall incorporate all design and construction criteria recommended in the Geotechnical Report.
52. A drainage report prepared by a California Registered Civil Engineer shall be submitted for review with the initial submittal of the Improvement Plans. The report shall include detailed hydrologic and hydraulic calculations to support the design and sizing of all public and private drainage facilities including storm drains and detention facilities. The report shall include an analysis of the capacity of existing downstream storm drain facilities and hydraulic conditions which may impact the design of proposed facilities and improvements.
53. A final detailed post-construction Stormwater Control Plan (SWCP) that identifies and sizes all permanent post-construction stormwater treatment BMPs shall be prepared and submitted for review and approval. The SWCP shall be prepared in accordance with the latest edition of the Bay Area Stormwater Management Agencies Association (BASMAA) Post-Construction Manual and the requirements of the State Water Resources Control Board Phase II Municipal Separate Storm Water System (MS4) General Permit (Order 2013-0001 DWQ). It is the City's discretion whether to accept alternative treatment facilities other than bioretention.
54. A Post Construction Stormwater Operations and Maintenance Plan that includes a plan sheet showing all storm drain and water quality infrastructure that is to be maintained, along with detailed instructions and schedules for the ongoing maintenance and operation of all post-construction stormwater BMPs shall be submitted for review and approval by the City Engineer. Once approved, the property owner(s) shall enter into an agreement with the City that provides the terms, conditions, and security associated with the ongoing requirements of the post-construction Stormwater Best Management Practices.
55. A Final Map, as defined in the Subdivision Map Act, shall be prepared by a licensed surveyor or civil engineer. The Final Map shall show all parcels, rights-of-way, and easement(s), and shall be submitted to the City Engineer for review. The Final Map shall be in substantial conformance with the approved Tentative Subdivision Map and all applicable conditions of approval. The Final Map is not valid until it has been approved by the City and recorded. Closure calculations shall be provided at the time of initial Final Map submittal. All calculated points within the map shall be based upon one common set of coordinates. All information shown on the Final Map shall be directly verifiable by information shown on the closure calculation printout. The point(s) of beginning shall be clearly defined. All lot acreages shall be shown on the Final Map and shall be verifiable from information shown on the closure calculation printout. A current title report (within past 30 days) shall be submitted at the time of initial Final Map submittal.

56. Subject to the terms of Condition 56, the Applicant shall secure all necessary rights-of-way and public and private easements for both onsite and offsite improvements. The Applicant shall prepare all necessary legal descriptions and deeds.
57. To the extent any offsite public improvements require the acquisition of property not currently owned by the Applicant or the City, the Applicant shall first make a good-faith effort to acquire the necessary property rights, however if the Applicant makes such an effort and is unable to acquire such rights, then the Applicant may request the City acquire the necessary property rights through the exercise of eminent domain provided that the Applicant enters first into an agreement with the City to pay for all costs incurred by the City to acquire such rights and if the City does not acquire the rights necessary to allow the offsite public improvements to be completed by the Applicant within statutory timeline provided by law, then the Applicant shall be relieved of the obligation to construct those off-site improvements only to the extent they require property not currently owned by the Applicant or the City. The Applicant shall make a good-faith effort to identify and acquire the necessary property rights at the earliest opportunity. A good faith offer includes identification of property rights needed (permanent and temporary), appraisal of the value of the highest and best use of the property, and a bonafide offer to pay this amount at the close of escrow.
58. The Applicant shall submit site Improvement Plans, prepared by a registered Civil Engineer, for review and approval of the City's Public Works Department. **Please be aware that this is separate submittal from the building permit application.** The final plan set shall include all civil, landscape and joint trench drawings under a single cover sheet. No final grading or other construction shall be performed until the Improvement Plans have been approved. The Applicant shall not begin clearing, grubbing, or rough grading at the site prior to approval of the Improvement Plans, unless explicitly approved by the City of American Canyon through the standard grading and utilities only permit process. An Encroachment Permit is required for any work within City right of way. Encroachment Permits will not be issued prior to the approval of the Improvement Plans.
59. Cathodic protection shall be provided for all water valves, fittings, hydrants, meters, backflow devices, ductile iron pipe, and other metal appurtenances, regardless of the findings of any soils corrosivity analysis.
60. The Applicant shall keep adjoining public and private streets free and clean of project dirt, mud, materials, and debris during the construction period in accordance with an approved SWPPP and Erosion and Sediment Control Plan using appropriate BMPs and as is found necessary by the City Engineer.
61. If any hazardous material is encountered during the construction of this project, all work shall be immediately stopped and the Fire District, Napa County Department of Environmental Services or other designated agency, and the City Inspector shall be notified immediately. Work shall not proceed until clearance has been issued by all of these agencies.
62. Prior to final preparation of the subgrade and placement of base materials, all underground utilities shall be installed and service connections stubbed out behind the sidewalk. Public utilities, Cable TV, sanitary sewers, and water lines shall be installed in a manner that will not disturb the street pavement, curb, gutter and sidewalk, when future service connections or extensions are made.

63. Where soil or geologic conditions encountered in grading operations are different from that anticipated in the soil and/or geologic investigation report, or where such conditions warrant changes to the recommendations contained in the original soil investigation, a revised soil or geologic report shall be submitted for approval by the City Engineer. Additionally, if field conditions warrant installation of any subdrains, the location, size and construction details must be provided to the City for review and approval prior to construction.
64. All new fire hydrants shall be covered with burlap sacks until the hydrants have been tested and found to be in conformance with City flow requirements. No storage of combustible materials or construction of building shall be permitted until all hydrants meet City flow requirements.
65. Prior to placing the final lift of asphalt, all public storm drains and sanitary sewer lines shall be video inspected at the Applicant's expense. All video media (CD, DVD, or portable hard drive) shall be submitted to the City. If any inadequacies are found, they shall be repaired prior to the placement of the final lift of asphalt.
66. All streets, curbs, gutters, sidewalks or other public facilities damaged in the course of construction associated with this Project shall be the responsibility of the Applicant and shall be repaired to the satisfaction of the City at the Applicant's expense.
67. After all of the new underground utilities within existing public streets have been installed, the entire affected areas shall be milled and repaved to present a neat finished pavement area. Multiple trench patches are not acceptable.
68. All construction stormwater pollution prevention best management practices (BMP's) shall be installed as the first order of work and in accordance with the State Water Resources Control Board's General Construction Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order 2009-0009-DWQ, as amended), the Applicant's Storm Water Pollution Prevention Plan (SWPPP), and the City's Erosion and Sediment Control Plan in accordance with the City's MS4 Permit. All stormwater BMP's shall be maintained to the satisfaction of the Qualified SWPPP Developer (QSD), Qualified SWPPP Practitioner (QSP), and the City Engineer.
69. With the exception of water used for loading and testing of potable water lines, all construction water used for the project shall be obtained from a source other than American Canyon potable water sources. The Applicant shall provide verification that an outside source of construction water, e.g., recycled water, has been established and will be available for the duration of the project construction.
70. The development shall comply with the City's Zero Water Footprint policy.
71. All landscaping irrigation systems shall include an ET/SMART controller.

Public Works Special Conditions of Approval

72. The Applicant shall submit Improvement Plans prepared by a registered Civil Engineer (Engineer of Record) in substantial conformance with the preliminary civil plans titled "Design Review Oat Hill Multifamily – Parcel B" prepared by Carson, Barbee & Gibson Civil Engineers, dated February 2021 (Preliminary Plans), except as modified by these conditions.
73. Improvement Plans shall be tied to the State of California coordinate system.

74. The Applicant shall design and construct all of the Public Improvements as generally described below and in accordance with the project's Fee Credit/ Fee Reimbursement Agreement, as applicable.

a. Napa Junction Road Improvements:

- i. Construct an approximately 300-foot segment of Napa Junction Road between the Hess Road/Napa Junction Road intersection and the existing roadway fronting Napa Junction Magnet Elementary School. The preliminary roadway shall have a curb-to-curb width of 40-feet with 5-foot wide (includes curb width) attached sidewalks on both sides. The final roadway section shall be as determined by the City Engineer. The extent of the roadway construction may be extended as necessary to meet City roadway geometric standards.
- ii. Construct a new 5-foot wide (includes curb width) attached sidewalk along the south side of Napa Junction Road between the east end of the new road segment described above to the existing sidewalk approximately 100-feet west of Theresa Avenue.
- iii. Construct a new 5-foot wide attached sidewalk along the south side of Napa Junction Road between its intersection with Hess Road and the west end of Parcel A's frontage.
- iv. The cost of these improvements will qualify for a credit against the project's Traffic Impact Fee.

b. Water Main Replacement in Napa Junction Road:

Replace approximately 590 linear feet of the existing 6-inch water main in Napa Junction Road with a new 12-inch water main between the intersection with Theresa Avenue to the intersection with Hess Road, connecting to the existing water mains in those intersections. The cost of these improvements will qualify for a credit against the project's Water Capacity Fee.

c. Sanitary Sewer Main Replacement in Napa Junction Road and Theresa Avenue:

Replace approximately 1,800 linear feet of the existing 6-inch sanitary sewer mains in Napa Junction Road between Hess Road and Theresa Avenue and in Theresa Avenue from Napa Junction Road to a point approximately 1,200 linear feet south thereof with new 8-inch and 10-inch sanitary sewer mains. The Engineer of Record shall conduct a capacity analysis for the new sanitary sewers to determine where it should upsize from 8-inch to 10-inch. The cost of these improvements will qualify for a credit against the project's Wastewater Capacity Fee.

d. Recycled Water Main in Lombard Road and Hess Road:

Install approximately 1,300 linear feet of a new 8-inch recycled water main in Lombard Road between the cul-de-sac at its northern terminus and Hess Drive and in Hess Drive between Lombard Road and the Little League fields. This recycled water main will be assumed to provide a sufficient potable water demand offset to comply with the City's Zero Water Footprint policy for both the Oat Hill Parcel A and Oat Hill Parcel B projects.

Note that the Tentative Subdivision Map for Oat Hill Parcel B is subject to conditions of approval to construct the same Public Improvement described above. In the event that any of those public improvements are constructed in conjunction with the development of Oat Hill Parcel B prior to the

development of Oat Hill Parcel A, then the corresponding condition of approval for Oat Hill Parcel A will be considered to have been met.

75. The Applicant shall construct all of the on-site private drive isles, parking spaces, walks, water, recycled water, sanitary sewer, storm drainage and stormwater quality and landscaping **“Private Improvements”** generally shown on the Preliminary Plans and more specifically described below. All private drive isles, parking spaces, walks, water, sewer, storm drainage and stormwater quality improvements shall be designed in accordance with the City of American Canyon Engineering Standard Plans and Specifications for Public Improvements (City Standards), except as specifically noted otherwise in these conditions.

a. Storm Drain Facilities:

Construct private on-site drainage facilities, detention facilities, and other appurtenances to collect and convey all surface drainage to an approved private storm drain facility or outfall. Onsite drainage facilities shall provide for the positive drainage of all adjacent upstream or upgrade properties to prevent ponding. Existing run-on from adjacent properties shall not be obstructed and shall be conveyed onsite. Off-site peak storm water discharge shall not exceed 90% of the undeveloped peak flow from the 24-hour, 100-year event. The storm drains and detention facilities shall be substantially consistent with the Preliminary Plans. However, the sizing of all storm drains and detention facilities shall be determined by the approved final drainage report.

b. Stormwater Quality Facilities:

Permanent on-site private post-construction stormwater treatment BMPs shall be designed and constructed in accordance with the approved final SWCP. Runoff from all roof drains shall be conveyed to the onsite stormwater treatment facilities.

c. Emergency Vehicle Access Road

Construct a 20-foot wide paved vehicle road on Oat Hill Parcel A and across Oat Hill Parcel B connecting to Napa Junction Road.

76. Prior to SUBMITTAL OF THE IMPROVEMENT PLANS, the Applicant shall:

a. Submit the City's "Improvement Plan Checklist".

b. Pay an initial cash deposit for City plan check services in amount to be determined by the City prior to the time of submittal. The Project engineer shall contact City staff to discuss submittal details to determine initial deposit amount.

c. Provide the following:

i. Public Street Repair Plan

ii. Utility Plan and Joint Trench Plan

iii. Construction Storm Water Pollution Prevention Plan (SWPPP) and a City Erosion and Sediment Control Plan (ESCP)

iv. Drainage Report

v. Post-Construction Stormwater Control Plan (SWCP)

vi. Geotechnical Report

vii. Construction Traffic Control Plan.

- d. Pothole and physically determine (by way of a survey performed by the Engineer of record) the actual horizontal location and vertical depth of all existing underground utilities throughout the proposed areas of work and provide the design of all new utility installations required to serve the project including a schedule for implementation of such work as to prevent disrupting of utility service to adjacent properties.

77. Prior to APPROVAL OF THE IMPROVEMENT PLANS, the Applicant shall:

- a. Provide written acknowledgment by the Geotechnical Engineer of Record that the Plans incorporate all design and construction criteria specified in the Geotechnical Report.
- b. Subject to the terms of Condition 56, acquire the public right-of-way and all rights of entry and/or temporary and permanent easements necessary for the construction of the Napa Junction Road improvements described above. Applicant shall prepare the legal descriptions, plats and deeds and submit them to the City for review. The location of all such rights on the Plans.
- c. Record a City approved lot line adjustment between Oat Hill Parcel A and Oat Hill Parcel B as shown on the Tentative Subdivision Map and Preliminary Plans.
- d. Furnish proof that all permits that may be required by the California Department of Fish & Game, State and Regional Water Quality Control Board, US Army Corps of Engineers and any other regulatory agencies with jurisdiction over the proposed construction have been obtained.
- e. Complete and submit the City's Erosion and Sediment Control Plan (ESCP) Template. Applicant may refer to a SWPPP, as appropriate, by referencing page number within the SWPPP that addresses the requirements of the ESCP.
- f. Submit a copy of the Notice of Intent and WDID# for coverage under the State Water Resources Control Board' General Construction Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order 2009-0009-DWQ).

78. Prior to COMMENCEMENT OF CONSTRUCTION ACTIVITIES, the Applicant shall:

- a. Pay off all current account balances with the City of American Canyon.
- b. Pay an inspection fee in amount to be determined at the time of commencement for the City's inspection of the Public Improvements.
- c. Conduct a pre-construction meeting with representatives of the City whereby the Applicant, the Legally Responsible Party (LRP), Qualified SWPPP Practitioner (QSP), Qualified SWPPP Developer (QSD), and/or the Contractor provides the following:
 - i. Six (6) full-size bond copies of the approved Improvement Plans for the City's use.
 - ii. One (1) job-site copy of the latest edition of the City Standards for the Contractor use.
 - iii. One (1) job-site copy of the SWPPP for use by the LRP, QSP, QSD, and Contractor.
 - iv. Electronic copies of Improvement Plans and SWPPP

79. Prior to RECORDATION OF THE FINAL MAP, the Applicant shall:

- a. Construct all of the Public and Private Improvements to the satisfaction of the City. Alternatively, the Applicant may enter into a Subdivision Improvement Agreement with the City agreeing to complete all of the Public and Private Improvements prior to Occupancy of the first unit. Such an Agreement will require the Applicant to provide bonds, proof of workers compensation insurance, and general liability insurance in the forms and amounts as deemed satisfactory to the City.
- b. Establish a Homeowner's Association (HOA) in accordance with State law with recorded Codes, Covenants, & Restrictions (CC&Rs) that are satisfactory to the City Engineer and City Attorney to provide long-term and ongoing maintenance of all of the Private Improvements identified above. Specifically, the HOA will be responsible for the long-term and ongoing maintenance of the private streets, sidewalks, streetlights, domestic water facilities including the water booster pump station, sewers, storm drain facilities and stormwater quality facilities within the limits of the subdivision. The City will have enforcement authority over the HOA's maintenance obligations and the obligation to review and approved proposed changes amendments to the CC&R's. The CC&R's shall require the HOA to create and maintain a separate maintenance reserve fund in the amount of a percentage of the cost of constructing the HOA maintained improvements listed above. Said percentage will be determined by the City prior to recordation of the CC&Rs.
- c. Establish a Shared Maintenance Agreement or such similar agreement between the owners of Oat Hill Parcel A and Oat Hill Parcel B for the long term and ongoing maintenance and operation of all shared private improvements. Specifically, the parcel owners shall be responsible for the ongoing maintenance and operation of all onsite stormwater quality facilities, shared storm drains and the shared emergency vehicle access road. The Shared Maintenance Agreement shall be prepared to run with the land of each parcel. The Shared Maintenance Agreement shall be submitted to the City for review and approval prior to recordation.
- d. Generally, in substantial conformance with that which is shown on the approved Tentative Subdivision Map, convey all easements and dedications, public and private, for the construction, use and/or maintenance of roads or other access, drainage facilities, utilities and post-construction storm water management facilities on the Final Map or by separate instruments. All dedications to the City shall be irrevocable offers of dedication. Specific public conveyances include:
 - i. A public utility easement (PUE) 5-foot in width along the south side of Napa Junction Road across the frontage of Oat Hill Parcel B.
 - ii. A strip of public street right-of-way of varying width and having an area of approximately 4,150 square feet as shown on the Tentative Subdivision Map for Condominium Purposes Oat Hill Multifamily Parcel B.
- e. Furnish documentation that the existing PG&E pole line easements (Book 1061 Page 114 and Book 1355 Page 779 O.R.) have been quit claimed.

- f. Obtain all necessary easements over Oat Hill Parcel B including easements for emergency vehicle access and storm water conveyance and detention facilities through recorded separate instruments.
- g. Furnish proof of the payment of the mapping service fee as required by Napa County Board of Supervisors Resolution No. 92-119.

80. Prior to APPROVAL OF A BUILDING PERMIT, the Applicant shall:

- a. Pay all account balances and current City and American Canyon Fire Protection District fees (Mitigation and Capacity) shown in Condition 13.

81. Prior to ACCEPTANCE OF IMPROVEMENTS, the Applicant shall:

- a. Restore all adjacent off-site road surfaces to pre-project conditions.
- b. Submit a certification by the Geotechnical Engineer of Record that all the work has been completed in substantial conformance with the recommendations in Soils Investigation/Geotechnical Report.
- c. Provide a mylar and digital copy of the Improvement Plans that include all as-built or field changes, in digital AutoCAD (.dwg) and (.pdf) format (void of any AutoCAD block formats preventing full editing capabilities of the drawings), compatible with the City's current version, and tied to the NAD83 (California Zone 2, feet) coordinate system.
- d. Provide a letter stating that all of the Developer's Conditions of Approval have been met.
- e. Provide a letter from the Civil Engineer of Record certifying that all the site improvements were constructed and inspected in substantial conformance with the approved plans and City Standards.
- f. Enter into and record a post-construction Stormwater Operations and Maintenance Agreement with the City.

Oat Hill Parcel B – Mitigation Measures

The following are the applicable mitigation measures from the certified Mitigated Negative Declaration report. The following mitigation measures shall be complied with in accordance with the adopted Mitigation Monitoring and Reporting Program (MMRP) by the City Council.

82. **AES I-1.** Prior to issuance of building permits, the applicant shall prepare and submit a detailed lighting plan for review and approval by the Community Development Department. The plan shall show conformance with City performance standards for street lighting and glare, including shielding of all on-site lighting so that light is directed within the project site and does not illuminate adjacent properties, and indicate the location and design of proposed lighting and lighted signs. The applicant shall implement the final plan as approved by the City.

83. **AQ III-3.** Prior to the issuance of a grading permit, the project applicant shall indicate via notation on project construction plans that all off-road construction equipment used for the roadway extension

along Napa Junction Road, including owned, leased, and subcontractor vehicles, shall meet the California Air Resources Board's (CARB's) Tier 4 emissions standards. The construction plans shall be submitted for review and approval to the City of American Canyon Community Development Department.

84. **BIO IV-1.** Prior to project initiation, pre-construction surveys shall be conducted by a qualified biologist within a 0.5-mile radius around all project activities, including on-site and off-site work, and shall be completed for at least two survey periods prior to starting Project activities. The survey period timing and methodology shall be conducted in accordance with the Swainson's Hawk Technical Advisory Committee's Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (2000), which identifies different survey windows throughout the pre-nesting and nesting season (ranging from January 1 through July 30/post-fledging) that have different survey methodologies and requirements. A letter report summarizing the survey results shall be submitted to CDFW for review and written acceptance prior to starting Project activities. The survey results shall also be submitted to the Community Development Department within 30 days following the final survey. If active Swainson's hawk nests are not identified on or within 0.5-mile of the project site within the survey periods, further avoidance and minimization measures for Swainson's hawk nesting habitat are not required
85. **BIO IV-2.** If Swainson's hawks are found to be nesting on the project site or within 0.5-mile of the project site, the project proponent shall either, a) delay project activities until all Swainson's hawk nests within 0.5-mile of the project site are no longer active, as determined by a qualified biologist, b) determine if the 0.5-mile buffer zone may be reduced in consultation with CDFW based on site-specific conditions, or c) if take cannot be avoided, obtain a CESA Incidental Take Permit from CDFW prior to starting project activities.
86. **BIO IV-3.** Prior to initiation of ground disturbance, a qualified biologist shall conduct nesting and/or wintering owl surveys, as appropriate, in accordance with the California Department of Fish and Game (now CDFW) 2012 Staff Report on Burrowing Owl Mitigation survey methodology (see <https://wildlife.ca.gov/Conservation/Survey-Protocols#377281284-birds>). Surveys shall encompass the project area and a sufficient buffer zone to detect owls nearby that may be impacted. Time lapses between surveys or project activities shall trigger subsequent surveys including but not limited to a final survey within 24 hours prior to ground disturbance before construction equipment mobilizes to the project area. The qualified biologist shall have a minimum of two years-experience implementing the CDFW 2012 Staff Report survey methodology resulting in detections. A letter report summarizing the survey results shall be submitted to the Community Development Department within 30 days following the pre-construction survey. If burrowing owls are not present on-site or adjacent to the site where they may be disturbed during pre-construction surveys, further avoidance and minimization measures for burrowing owl nesting and wintering habitat are not required.
87. **BIO IV-4.** If burrowing owls are detected on or adjacent to the site where they may be disturbed, the following restricted activity dates and setback distances recommended per CDFW's Staff Report (2012) shall be implemented, unless reduced buffers are accepted by CDFW in writing based on site-specific conditions:

- From April 1 through October 15, low disturbance and medium disturbance activities shall have a 200-meter buffer while high disturbance activities shall have a 500-meter buffer from occupied nests and wintering sites.
- From October 16 through March 31, low disturbance activities shall have a 50-meter buffer, medium disturbance activities shall have a 100-meter buffer, and high disturbance activities shall have a 500-meter buffer from occupied nests and wintering sites.
- No earth-moving activities or other disturbance should occur within the aforementioned buffer zones of occupied burrows. These buffer zones shall be marked with high visibility fencing or flagging.

If burrowing owls are present outside of the nesting season, burrowing owls may be passively relocated from the project site and adjacent habitat using CDFW-accepted methods so that construction can proceed. Any required passive relocation of burrowing owls would require CDFW acceptance. If passive relocation of burrowing owls is necessary, a qualified biologist shall prepare a Relocation Plan, including compensatory habitat as described below, for CDFW review and acceptance prior to the start of construction activities.

If the survey determines that the project site is actively being used by burrowing owl, or any owls are passively relocated as described above, then compensatory habitat mitigation shall be provided. The habitat mitigation/compensation plan shall be submitted to CDFW for review and approval prior to the start of project activities. Habitat compensation acreages shall be approved by CDFW, as the amount depends on site specific conditions, and completed before project construction. It shall also include placement of a conservation easement and preparation and implementation of a long-term management plan. If burrowing owls are observed during surveys, notification shall also be submitted to the California Natural Diversity Database (CNDDDB; see <https://wildlife.ca.gov/Data/CNDDDB/Submitting-Data>).

88. **BIO IV-5.** If project activities must be conducted during the nesting season (February 15 and September 1), a pre-construction nesting bird survey shall be conducted by a qualified biologist within 714 days of vegetation removal or initial ground disturbance. The survey shall include the project site, any off-site disturbance areas, and within a minimum of 500 feet of all project areas, surrounding vicinity to identify the location and status of any nests that could potentially be affected either directly or indirectly by project activities. A letter report summarizing the survey results shall be submitted to the Community Development Department within 30 days following the pre-construction survey. If nesting birds are not present on-site or within a minimum 500 feet of the project site during pre-construction surveys, further avoidance and minimization measures for nesting bird habitat are not required.

If active nests of native nesting bird species are identified during the nesting bird survey, a work exclusion zone shall be established around each nest by the qualified biologist. Established exclusion zones shall remain in place until all young in the nest have fledged or the nest otherwise becomes inactive (e.g., due to predation). Appropriate exclusion zone sizes shall be determined by a qualified biologist. The qualified biologist shall be on site daily for the first week during Project activities, and then weekly thereafter until the nest is no longer active, to observe all active bird and raptor nests and to ensure that Project activities do not cause nest disturbance. If the qualified biologist observes birds and/or raptors displaying potential nest disturbance behavior, the qualified biologist shall cease work and consult with CDFW before resuming Project activities. In this event, Project activities shall not resume without CDFW's written permission.

89. **CUL V-1.** Prior to grading permit issuance, the applicant shall submit plans to the Community Development Department for review and approval which indicate (via notation on the improvement plans) that if historic and/or cultural resources are encountered during site grading or other site work or off-site work, all such work shall be halted immediately within 100 feet and the applicant shall immediately notify the Community Development Department of the discovery. In such case, the applicant shall be required, at their own expense, to retain the services of a qualified archaeologist meeting the Secretary of the Interior's Professional Qualification Standards for prehistoric and historic archaeologist for the purpose of recording, protecting, or curating the discovery as appropriate. The archaeologist shall be required to submit to the Community Development Department for review and approval a report of the findings and method of curation or protection of the resources. Further grading or site work within the area of discovery shall not be allowed until the preceding work has occurred.
90. **CUL V-2.** If human remains, or remains that are potentially human, are found during construction, a professional archeologist shall ensure reasonable protection measures are taken to protect the discovery from disturbance. The archaeologist shall notify the Napa County Coroner (per §7050.5 of the State Health and Safety Code). The provisions of §7050.5 of the California Health and Safety Code, §5097.98 of the California Public Resources Code, and Assembly Bill 2641 will be implemented. If the Coroner determines the remains are Native American and not the result of a crime scene, then the Coroner will notify the Native American Heritage Commission (NAHC), which then will designate a Native American Most Likely Descendant (MLD) for the project (§5097.98 of the Public Resources Code). The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. If the applicant does not agree with the recommendations of the MLD, the NAHC can mediate (§5097.94 of the Public Resources Code). If an agreement is not reached, the qualified archaeologist or most likely descendent must rebury the remains where they will not be further disturbed (§5097.98 of the Public Resources Code). This will also include either recording the site with the NAHC or the appropriate Information Center, using an open space or conservation zoning designation or easement, or recording a reinternment document with the county in which the property is located (AB 2641). Work cannot resume within the no-work radius until the lead agencies, through consultation as appropriate, determine that the treatment measures have been completed to their satisfaction.
91. **GEO VII-1, VII-2, VII-4, and VII-5.** Prior to approval of any building permits, the project Civil Engineer shall show on the project plans that the project design would adhere to all engineering recommendations provided in the site-specific Geologic Hazards and Preliminary Geotechnical Investigation prepared by Giblin Associates and the Soil Investigation prepared by Reese & Associates. The project plans shall include, but would not be limited to, the use of mat slabs, post-tensioned slabs on-grade, imported non-expansive fill under conventional floor slabs, appropriate setbacks from fault zones, stabilization of potential landslide areas, and structural design in accordance with Site Class C of the CBSC Ground Motion Parameters. Project plans shall be subject to review and approval by the City Engineering Division.
92. **GEO VII-3.** Prior to the issuance of a grading permit, the project applicant shall prepare to the satisfaction of the Community Development Department, an erosion control plan that utilizes standard construction practices to limit the erosion effects during construction of the proposed project. Actions should include, but are not limited to, the following:
- a. Hydro-seeding;

- b. Placement of erosion control measures within drainage ways and ahead of drop inlets;
 - c. The temporary lining (during construction activities) of drop inlets with “filter fabric”;
 - d. The placement of straw wattles along slope contours;
 - e. Use of a designated equipment and vehicle “wash-out” location;
 - f. Use of siltation fences;
 - g. Use of on-site rock/gravel road at construction access points; and
 - h. Use of sediment basins and dust palliatives.
93. **GHG VIII-1.** Prior to issuance of building permits, the applicant shall submit proof to the Community Development Department for review and approval which indicate project compliance with the Tier 1 Energy Efficiency division of the Title 24 standards. Tier 1 Energy Efficiency for low-rise multifamily developments require the following measures:
- a. Total Energy Design Rating (Total EDR) and Energy Efficiency Design Rating (Efficiency EDR) for the Proposed Design Building is included in the Certificate of Compliance documentation.
 - b. Quality Insulation Installation procedures specified in the Building Energy Efficiency Standards Reference Appendices RA3.5 are completed.
 - c. One of the following options is required:
 - i. A4.203.1.2.1 – Roof deck insulation or ducts in conditioned space.
 - ii. A4.203.1.2.2 – High performance walls.
 - iii. A4.203.1.2.3 – HERS-verified compact hot water distribution system.
 - iv. A4.203.1.2.4 – HERS-verified drain water heat recovery.
 - d. Buildings complying with the first level of advanced energy efficiency shall have additional integrated efficiency and onsite renewable energy generation sufficient to achieve a Total EDR of the Tier 1 value indicated by Table A4.203.1.1.1 or lower as calculated by Title 24, Part 6 Compliance Software approved by the Energy Commission. This Total EDR is in addition to meeting the Efficiency EDR.
 - e. Local jurisdictions adopting Tier 1 or Tier 2, or considering community shared solar or storage options as specified, shall consult with the local electric service for acceptance.
94. **NOI XIII-1.** Prior to the approval of grading permits, the City shall establish the following related to the use of construction equipment:
- a. Construction activities (excluding activities that would result in a safety concern to the public or constructions workers) shall be limited to between the daytime hours of 7:00 AM and 7:00 PM daily;
 - b. Construction equipment shall be properly maintained and equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturers recommendations;
 - c. Equipment engine shrouds shall be closed during equipment operation;
 - d. When not in use, motorized construction equipment shall not be left idling for more than five minutes; and
 - e. Stationary equipment (power generators, compressors, etc.) shall be located at the furthest practical distance from nearby noise-sensitive land uses or sufficiently shielded to reduce noise-related impacts.
95. **TRANS XVII-1.** Prior to issuance of grading permits, the project applicant shall submit Improvement Plans that reflect the recommendations included in the Traffic Impact Study prepared by W-Trans. Specifically, the Improvement Plans shall reflect a pedestrian path or sidewalk between the project site and the existing terminus of the sidewalk on the south side of Napa Junction Road near the

elementary school crossing. The Improvement Plans shall also reflect space for bicycle storage provided either on balconies or other outside spaces dedicated to each housing unit, in garages or other storage spaces for each unit, or through provision of bike racks. The recommendations made by W-Trans shall be confirmed by the City's Public Works Department and/or the City Engineer prior to issuance of grading permits.

96. **TRANS XVII-2.** Prior to the first residential occupancy, the applicant shall implement the following TDM measures, as described in the TIS:
- a. Unbundled Parking;
 - b. Free Transit Passes;
 - c. Secure Bicycle Parking and Maintenance Tools;
 - d. Tele-Work/Compressed Schedules;
 - e. Carpooling and Ride-Matching Program;
 - f. Transportation Coordinator;
 - g. Welcome Packet for New Residents; and
 - h. Monitoring of Program Performance.

Proof of implementation of the TDM measures shall be submitted to the City's Community Development Department for review and approval.

97. **UTIL XIX-1.** The project applicant shall demonstrate compliance with the City's Zero Water Footprint Policy by mitigating all new potable water demands with "wet-water" offsets by one or more of the following options to ensure the proposed project results in a net zero increase in demand for potable water:
- a. Reducing existing potable water demands on-site;
 - b. Funding programs or constructing projects that would conserve an equivalent amount of water elsewhere within the water service area;
 - c. Funding of and/or constructing projects that would increase an equivalent amount of recycled water use elsewhere within the water service area where potable water is currently used; and/or
 - d. Purchasing new water supplies from other water providers.

Compliance with the Zero Water Footprint Policy shall be ensured by submission of a "Will-Serve" Water Application to the City's Public Works Department for review and approval. Project plans shall demonstrate the applicant's inclusion of the selected wet-water offsets.

98. **UTIL XIX-2.** The project shall be designed and constructed with purple irrigation pipe so that reclaimed water may be used for landscape irrigation purposes. The project shall use recycled water for irrigation in the event recycled water becomes available at the site.

99. **UTIL XIX-3.** At the time of issuance of building permits, the project applicant shall pay all updated water capacity and impact fees in effect, to the extent they are not subject to applicable fee credits, to provide funding for the City to acquire additional long-term water resources and improve and develop its treatment and distribution system. The fees will permit the City to exercise additional options for potable water capacity from the City of Vallejo and/or other sources, and will also provide for implementation of the recycled water system.

100. **UTIL XIX-4.** The project applicant shall pay to the City a monthly service charge to adequately cover the project's costs associated with City supplying water through the City's connection to the City of Vallejo, as determined by the Public Works Director.

101. **UTIL XIX-5.** Prior to issuance of building permits, the project shall be reviewed by the Community Development Department for consistency with the Water Conservation Guidelines. The project applicant shall incorporate water conservation Best Management Practices into the project.
102. **UTIL XIX-6.** Should additional project water be required, the proposed project shall comply with the City's ordinances and regulations in effect at the time of authorization for additional water use. In addition, such changes in project use would trigger a new City Discretionary Review process, which would trigger re-evaluation of the proposed project's water supply impacts.
103. **UTIL XIX-7.** Prior to issuance of building permits, the project applicant shall submit landscaping plans to the City of American Canyon for review and approval demonstrating that the proposed landscaping would comply with the requirements in the City's Model Water Efficient Landscape Ordinance (AB 1881). The landscaping plan shall identify outdoor irrigation water conservation measures, such as, but not limited to:
- a. Drought-resistant vegetation;
 - b. Irrigation systems employing the following features:
 - i. drip irrigation;
 - ii. low-precipitation-rate sprinklers;
 - iii. bubbler/soaker systems;
 - iv. programmable irrigation controllers with an automatic rain shutoff sensors and flow sensing capabilities (ET Smart Controller);
 - v. Matched precipitation rate nozzles that maximize the uniformity of the water distribution characteristics of the irrigation system;
 - vi. Conservative sprinkler spacings that minimize overspray onto paved surfaces; and
 - vii. Hydrozones that keep plants with similar water needs in the same irrigation zone
 - c. Minimally or gently sloped landscaped areas to minimize runoff and maximize infiltration; and
 - d. Organic topdressing in non-turf areas to decrease evaporation and increase water retention.
104. **COVID19 XXI-1.** The project applicant shall prepare a COVID-19 Exposure Control Plan which shall be included in the project construction site safety plan. The COVID-19 Exposure Control Plan shall comply with all regional and statewide orders related to the operation of construction sites and essential businesses during the COVID-19 pandemic, including but not limited to: social distancing requirements, masks for all workers, daily worker screening for potential symptoms, disinfecting protocols for all shared surfaces, avoidance of tool sharing, and provision of sufficient hand sanitizer for all workers. The COVID-19 Exposure Control Plan shall be submitted to the City of American Canyon Planning Department for review and approval prior to the issuance of grading permits.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 21st day of September, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Leon Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

EXHIBITS

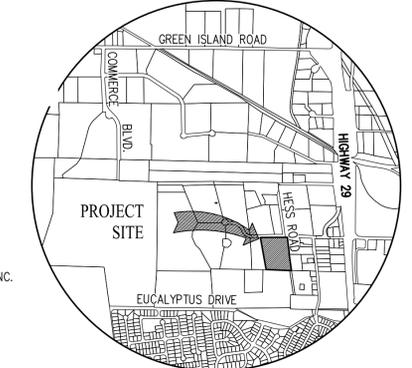
- A. Project Plans

Attachment 14:

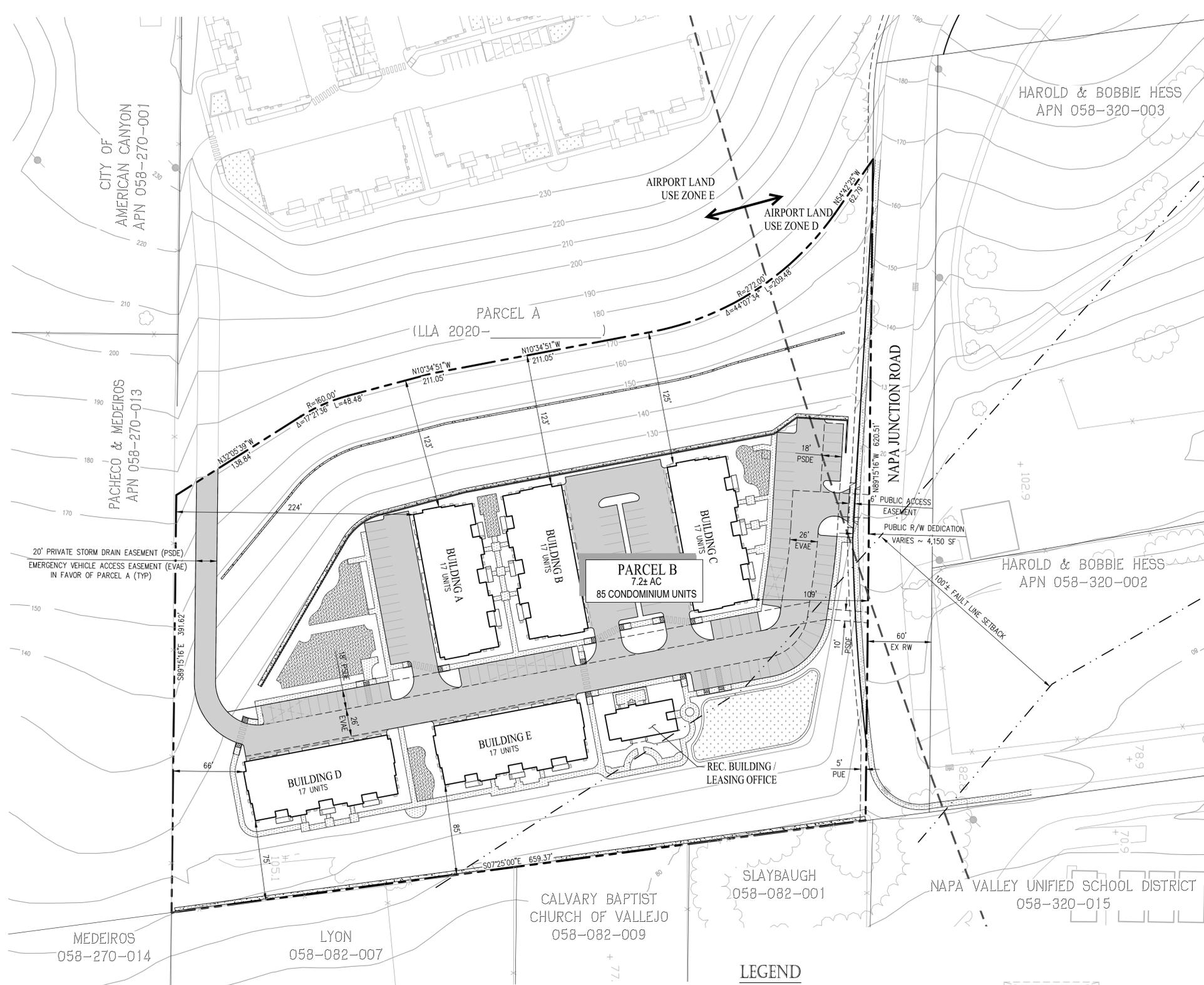
Exhibit A

GENERAL NOTES

- OWNER: OAT HILL PROPERTIES III, LLC
PO BOX 3438
NAPA, CA 94558
- DEVELOPER: RH HESS DEVELOPMENT
3423 BROADWAY, SUITE D-5
AMERICAN CANYON, CA 94503
- CIVIL ENGINEER: CARLSON, BARBEE & GIBSON, INC.
2633 CAMINO RAMON
SAN RAMON, CA 94583
COLT ALVERNAZ, P.E. #75740
PHONE: (925) 866-0322
- SOIL ENGINEER: REESE & ASSOCIATES
134 LYSIRA COURT
SANTA ROSA, CA 95403
PHONE: (707) 528-3078
- ASSESSORS PARCEL NO. 058-320-001 (PORTION)
- SITE AREA: 7.2± ACRES
- LOTS: 1
- EXISTING GENERAL PLAN: RESIDENTIAL ESTATE (RE)
PROPOSED GENERAL PLAN: RESIDENTIAL MEDIUM (RM)
- EXISTING ZONING: RESIDENTIAL ESTATE (RE)
PROPOSED ZONING: RESIDENTIAL MEDIUM (RM)
- EXISTING LAND USE: VACANT LAND
PROPOSED LAND USE: MULTI-FAMILY RESIDENTIAL
- DWELLING UNITS: 85
- SITE DENSITY: 11.8 DU/AC
- BENCHMARK: NAPA COUNTY BENCHMARK BM 934C. STATE WELL MONUMENT
STAMPED B-55 IN CUL DE SAC AT NORTH END OF LOMBARD
ROAD.
EL = 58.37 FEET
- BASIS OF BEARINGS: BETWEEN TWO FOUND MONUMENTS IN EUCALYPTUS DRIVE, THE
BEARING BEING N89°26'36"W, PER 23 RM 25, RECORDED JUNE
28, 2002, IN THE OFFICE OF THE COUNTY RECORDER
- FLOOD ZONE: ZONE X: AREAS DETERMINED TO BE OUTSIDE THE 0.2%
ANNUAL CHANCE FLOODPLAIN
SOURCE: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA),
FLOOD INSURANCE RATE MAP, MAP NUMBER 06055C0617F
DATE: AUGUST 3, 2016
- UTILITIES:
WATER: CITY OF AMERICAN CANYON
SEWER: CITY OF AMERICAN CANYON
STORM DRAIN: CITY OF AMERICAN CANYON
GAS & ELECTRIC: PG&E
TELEPHONE: PACIFIC BELL
- BOUNDARY: AS SHOWN WAS COMPILED FROM RECORD INFORMATION AND
DOES NOT REPRESENT A SURVEY OF THE PROPERTY.
- CONDOMINIUM MAP: A CONDOMINIUM MAP WILL BE RECORDED FOR THE
RESIDENTIAL LOTS. THE SUBDIVISION IS A CONDOMINIUM
PROJECT AS DEFINED IN SECTIONS 4125 AND 4285 OF THE
CIVIL CODE OF THE STATE OF CALIFORNIA AND FILED
PURSUANT TO THE SUBDIVISION MAP ACT.
- RECIPROCAL EASEMENT: PRIOR TO THE RECORDED OF THE FINAL MAP ALL
RECIPROCAL EASEMENTS REQUIRED ON PARCEL A MUST BE
RECORDED IN FAVOR OF PARCEL B OR THE FINAL MAPS MUST
BE RECORDED CONCURRENTLY



VICINITY MAP
NOT TO SCALE



LEGEND

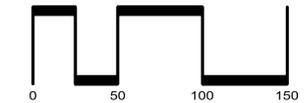
- | | | | |
|--|----------------------------|--|-------------------|
| | EXISTING BOUNDARY | | COVERED PARKING |
| | RIGHT OF WAY | | ASPHALT PAVEMENT |
| | PROPOSED LOT LINE | | CONCRETE WALKWAY |
| | EXISTING LOT LINE | | BIORETENTION AREA |
| | TOP OF CURB | | TURF AREA |
| | CENTERLINE | | |
| | EASEMENT LINE | | |
| | FAULTLINE SETBACK | | |
| | AIRPORT LAND USE ZONE LINE | | |
| | PROPOSED RETAINING WALL | | |
| | 10' CONTOUR | | |

TENTATIVE MAP FOR CONDOMINIUM PURPOSES OAT HILL MULTI-FAMILY

PARCEL B - LLA 2020-_____

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA

SCALE: 1"=50' DATE: FEBRUARY 2021



SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM

CIVIL ENGINEERS SURVEYORS PLANNERS

JOB NO.: 1305-050

Oat Hill Multifamily Project Vicinity Location



Representative Apartment Architecture



17-unit Oat Hill Apartments Elevation



12-unit Oat Hill Apartments Elevation

Parcel A Site Plan



Parcel B Site Plan



**Oat Hill Multifamily Residential Project Photosimulation
Napa Junction Road/Broadway View**

Existing View



Proposed View



MEMORANDUM

To: Richard W. Hess
 From: Darin Smith and Snow Zhu
 Subject: In-Lieu Fee Analysis for Oat Hill Apartments;
 EPS #211013
 Date: February 9, 2021

The Economics of Land Use



Economic & Planning Systems, Inc. (EPS) has been requested by Richard W. Hess (Client/Developer) to provide a peer review of the Inclusionary Housing Analysis submitted by the Client on January 8, 2021 to the City of American Canyon (City) as part of the submittal process for the Oat Hill Apartments Project (Project).

The Project as proposed includes 291 units, ranging from one-bedroom to three-bedroom. According to the City's Municipal Code 19.28.040, 15 percent of the project's units are required to be affordable (44 units). Alternatives to satisfying the requirement, including the payment of an in-lieu nexus fee, are outlined in the City's Municipal Code 19.28.050.

This memorandum provides a summary of EPS's peer review findings regarding the financial impact of complying with the City's inclusionary housing requirements with on-site affordable units versus paying the in-lieu fee. EPS includes an evaluation of key assumptions, comparable market data, and a yield-on-cost analysis as part of the review.

Key Findings

- The cost and revenue assumptions provided in the Developer's Inclusionary Housing Analysis are reasonable and comparable to current market conditions, based on EPS research and industry experience.
- A return-on-cost analysis conducted by EPS finds that the Project faces feasibility challenges but is much more feasible and likely to attract investor interest through payment of the in-lieu affordable housing fee rather than constructing the required number of on-site inclusionary housing units.

Economic & Planning Systems, Inc.
 1330 Broadway
 Suite 450
 Oakland, CA 94612
 510 841 9190 tel

Oakland
 Sacramento
 Denver
 Los Angeles

www.epsys.com

Summary of Developer Assumptions

Development Cost

The Developer has indicated an all-in development cost of \$435 per net building square foot. EPS assumes this figure reflect hard costs (labor and materials), soft costs (design, financing, fees, etc.), and land acquisition costs. In EPS's recent experience, the all-in cost of \$435 per square foot used by the Developer appears reasonable for a wood frame multifamily project with surface parking (no podium or underground parking). EPS has consulted on similar projects in the Bay Area with all-in costs higher than the \$435 per square foot estimate provided by the Developer. A higher construction cost would increase the overall costs associated with building the Project and potentially result in a less feasible project. EPS agrees that the \$435 per square foot cost estimate is a reasonable and even aggressive assumption to use but notes that construction costs tend to increase over time.

Vacancy Rate

The Developer assumes a 5 percent vacancy rate which EPS has found to be a standard assumption for multifamily buildings similar to the Project. There are cases where the vacancy rate may be higher; for example, when a project is newly constructed. Indeed, American Canyon's current apartment supply has a significantly higher vacancy rate, reflecting a current economic downturn as well as relatively recent construction that has not yet stabilized. In taking a long-term view, EPS concludes that a 5 percent vacancy rate is a reasonable assumption for the Project at stabilization.

Operating Expenses

The Developer estimates annual operating expenses to be \$10,500 per unit which is within the same range as EPS's estimates. EPS typically assumes operating expenses as 35 percent of gross revenue. Applying this methodology to the Developer's assumptions on gross revenue per market-rate unit results in an annual operating expense of approximately \$11,000 per unit. EPS's results are slightly higher but within the same range as the Developer's assumption of \$10,500 per unit. Accordingly, EPS concludes that these operating expense assumptions are reasonable and perhaps aggressive.

Affordable Rents

EPS reviewed the City of American Canyon and County of Napa's affordable housing definitions and rent limits. The definitions compiled by EPS as shown in **Table 1** are the same as those provided in the Developer's analysis. Additionally, the affordable housing rent limits on **Table 2** from the 2020 County of Napa Annual Income Limits and Affordable Rental Limits match the Developer's rent assumptions.

Table 1 Affordable Housing Income Definitions

Income Category	Percentage Required ¹	Definition ¹	Income Level Used in Analysis ²
Very Low	5%	≤ 50% AMI	50%
Low	5%	> 50% and ≤ 80% AMI	65%
Moderate	5%	> 80 and ≤ 120% AMI	100%
Total	15%		

[1] As defined by City of American Canyon Municipal Code 19.28.040.

[2] For Very Low, the maximum income limit is used in the analysis. For Low and Moderate, the midpoint of the income range is used.

Source: City of American Canyon; Napa County; Economic & Planning Systems, Inc.

Table 2 Napa County Affordable Housing Rent Limits (2020)

Unit Size	Very Low	Low	Moderate
1-Bedroom	\$1,084	\$1,415	\$2,184
2-Bedroom	\$1,219	\$1,592	\$2,458
3-Bedroom	\$1,354	\$1,768	\$2,730

Source: City of American Canyon; Napa County; Economic & Planning Systems, Inc.

Market-Rate Rents

EPS researched market rents for recently constructed multifamily buildings in the area surrounding the City. Rents for each unit size are within the same range as the comparable rents used in the Developer's analysis. As shown on **Table 3**, rents have been stable in the past few years. Thus, EPS concludes that the rent assumptions used in the Developer's analysis are representative of market rate rents in the area.

Table 3 Market-Rate Rent Comparisons

Unit Size	EPS Market Research			Developer Analysis ¹
	2019	2020	Jan. 2021	Jan. 2021
1-Bedroom	\$2,266	\$2,265	\$2,208	\$2,275
2-Bedroom	\$2,705	\$2,719	\$2,640	\$2,719
3-Bedroom	\$3,156	\$3,211	\$3,206	\$3,073

[1] Average market rents provided on Page 4 of Oat Hill Apartments Inclusionary Housing Analysis (January 8, 2021).

Source: CoStar; Richard Hess; Economic & Planning Systems, Inc.

Capitalization Rate

The Developer assumes a capitalization rate of 4.5 percent when calculating affordable housing values. The value is calculated by dividing the annual Net Operating Income (NOI) of the unit – total achievable rents less vacancy losses and operating expenses – by the capitalization rate. For example, a building yielding an NOI of \$1.0 million would be worth \$10 million if a 10 percent capitalization rate is applied, and \$20 million if a 5 percent capitalization rate applies. In EPS's opinion, 4.5 percent is an aggressive capitalization rate to apply to multifamily projects in Napa County, as it is lower than is reported for the Northern California markets in a national survey of capitalization rates prepared by [Integra Realty Resources](#) in 2021. That source suggests that the capitalization rates for suburban multifamily development are 4.75 percent in the San Francisco market area, 6.00 percent in Oakland, and 6.50 percent in Sacramento. Using any of these higher published capitalization rates would lower the value of the Project's affordable housing units, relative to the Developer's analysis.

Developer Analysis Conclusions

Using the assumptions described, the Developer calculates a "loss in value" of \$8.2 million to illustrate the infeasibility of constructing affordable housing units on-site. EPS agrees that the value of the affordable units is likely to fall short of the costs of those same units by a magnitude of at least \$8.2 million, and possibly greater if a higher capitalization rate were applied, as appears to be justified.

EPS Return-on-Cost Analysis

In the case of this Project, as with many others subject to inclusionary requirements throughout California, the cost of producing an affordable housing unit is greater than the revenue it brings in. However, this result does not necessarily mean that the entire project is infeasible. Most projects that provide inclusionary affordable units would make a similar claim regarding the lower value of and implicit subsidy for the affordable units, yet many proceed to financing and development nonetheless because the value of the market-rate units can offset that implicit subsidy for affordable units.

To more broadly evaluate the Project's feasibility, EPS has conducted a return-on-cost analysis for constructing the Project with payment of the in-lieu affordable housing fee versus building on-site inclusionary housing. Using the assumptions verified in the prior section, EPS calculated the total costs associated with Project construction as well as the net operating income (NOI), taking into account operating costs and vacancy. These factors determine the "return-on-cost," calculated as the amount of net operating income in a stabilized year of operation as a percentage of the total costs of the project.

Return-on-cost is a standard metric used by developers and investors to determine whether the expected financial returns on a new development project are worth the risks inherent in new construction, including the potential for cost overruns and market downturns. The return-on-cost expectations also account for alternative investment opportunities, such as purchasing an existing residential project that has already been constructed and is producing revenue. The Turner Center at UC Berkeley has published an [analysis of housing development economics](#) that concludes that "a minimum spread of between 1.0 percent and 1.5 percent (between capitalization rates and return-on-cost rates) is needed in the (Bay Area)." Applying this premium "spread" to the capitalization rates published by Integra Realty Resources would suggest that the minimum return-on-cost metric for suburban multifamily in Northern California would be 5.75 percent to

indicate project feasibility (4.75 percent capitalization rate in the San Francisco market plus 1.00 percent “minimum spread”).

As shown on **Tables 4 and 5**, the resulting return-on-cost for the Project is estimated to be 4.7 percent when on-site inclusionary housing is constructed and 5.1 percent when the in-lieu fee option is made available and the fee costs are added to the development costs. Both of these return metrics fall short of what might be expected for projects to proceed. Though a 4.7 percent return-on-cost may appear very close to 5.1 percent, it actually reflects a roughly 8 percent difference in the financial returns – more than enough to shift a project from feasible to infeasible in the perspective of investors.

Put another way, the annual net operating income of the Project is roughly \$500,000 more if the Developer pays the in-lieu fees and rents all units at market rates, compared to the NOI with 44 income-restricted units. This difference would remain and likely grow over the 55-year period of the affordability restrictions, resulting in a cumulative difference of roughly \$27 million in revenues over the period.

EPS concludes that, while the Project appears to face some feasibility challenges in either case, the Project is much more likely to be considered feasible by investors if it is allowed to pay the in-lieu fees rather than providing on-site affordable units. The City will need to consider whether the Project is meritorious enough for policy reasons to justify an action to enhance its feasibility, including whether receipt of the in-lieu fees may yield advantages that exceed the provision of on-site units, such as the ability to leverage other funds to deliver more affordable units and/or lower price points.

Table 4 Project with On-Site Inclusionary Housing

Category	Assumptions	Amount
Construction Cost		
<i>Market Rate Units</i>		
Number of Units	247 units	
Average Unit Size	905 sq.ft.	
Total Construction Cost (Market Rate)	\$435 per sq.ft.	\$97,237,725
<i>Affordable Units</i>		
Number of Units	44 units	
Average Unit Size	905 sq.ft.	
Total Construction Cost (Affordable)	\$435 per sq.ft.	\$17,321,700
<i>In-Lieu Fee</i>		N/A
Total Costs	291 units	\$114,559,425
NOI		
Affordable Units Annual Rent	44 units @ \$1739 avg.	\$918,300
Market Rate Units Annual Rent	247 units @ \$2690 avg.	<u>\$7,972,000</u>
Total Annual Rent	291 units	\$8,890,300
Annual Operating Expenses	\$10,500 per unit	(\$3,055,500)
Vacancy	5%	(\$444,515)
Net Operating Income		\$5,390,285
Return-On-Cost		4.7%

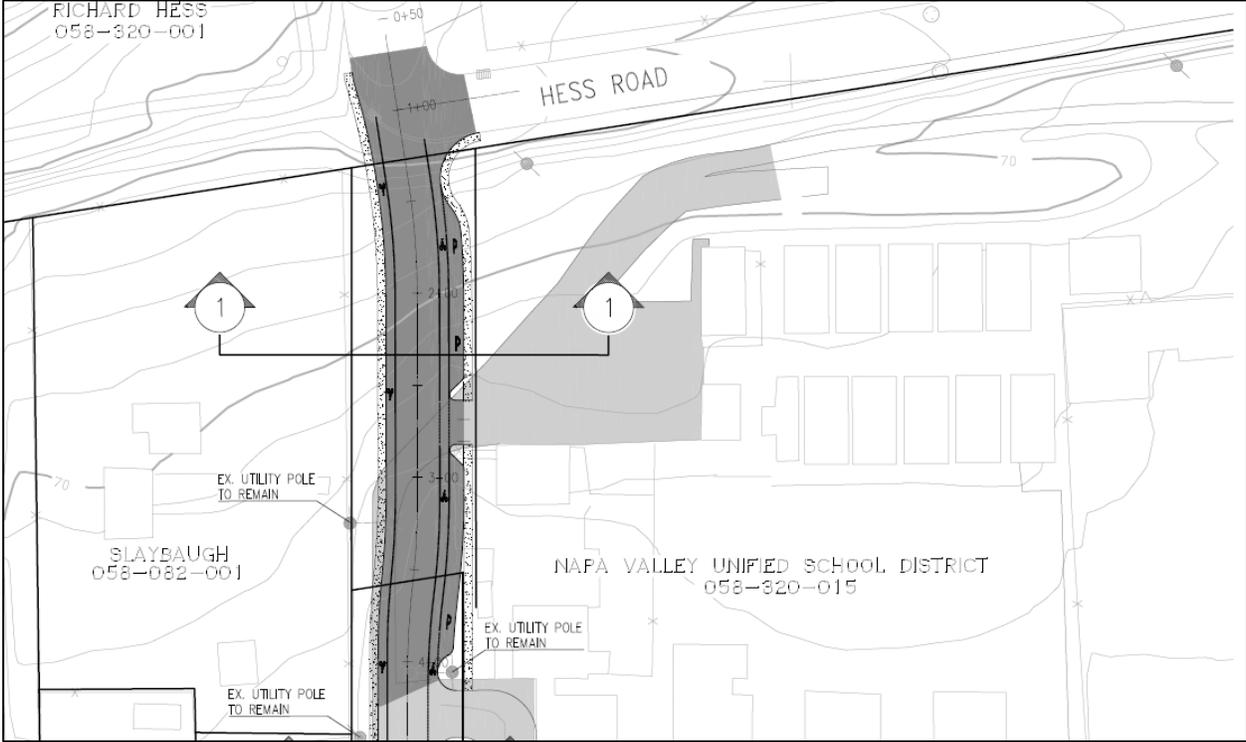
Source: City of American Canyon; Napa County; Richard W. Hess; Economic & Planning Systems, Inc.

Table 5 Project with Only Market-Rate Units (and In-Lieu Fee)

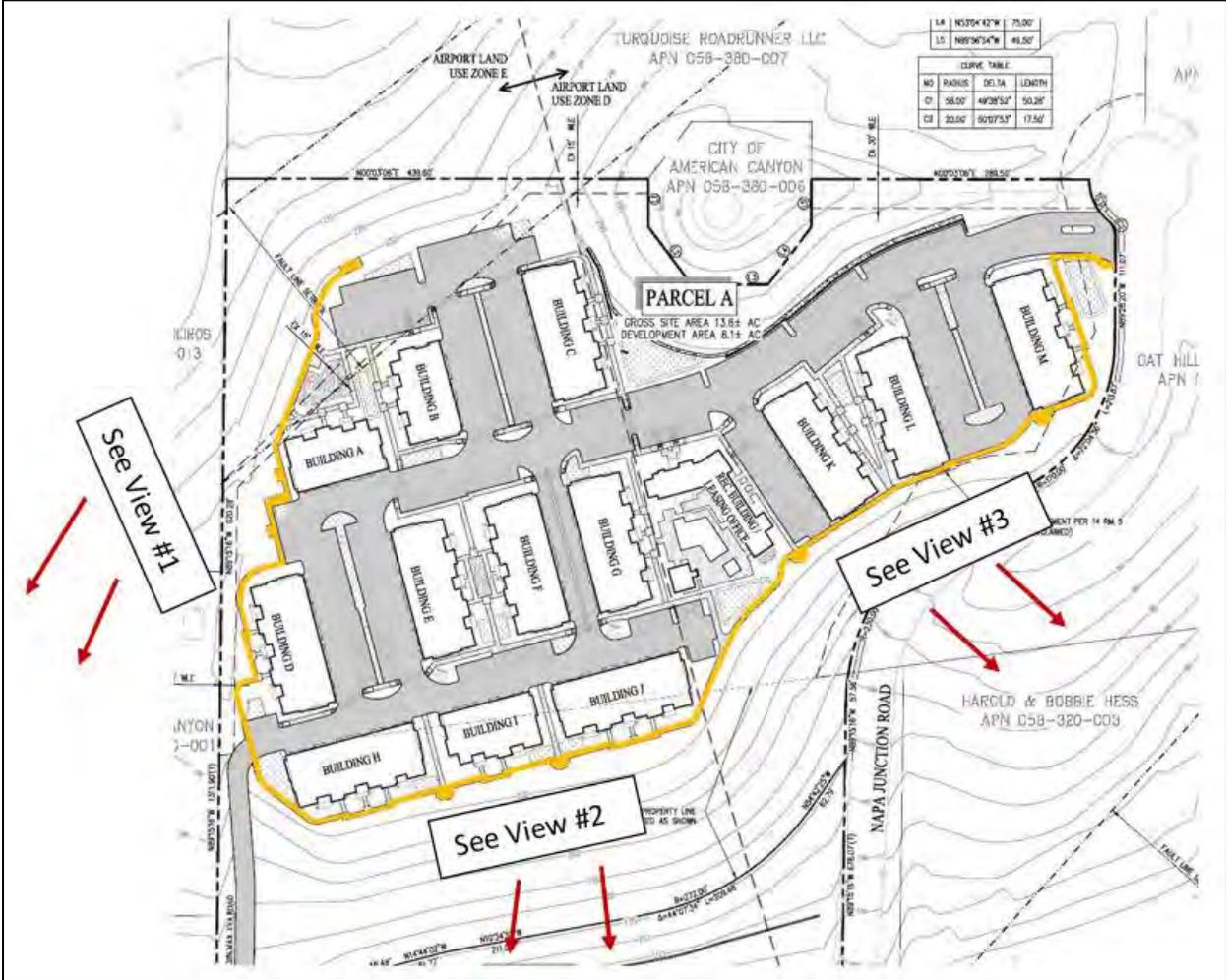
Category	Assumptions	Amount
Construction Cost		
<i>Market Rate Units</i>		
Number of Units	291 units	
Average Unit Size	905 sq.ft.	
Total Construction Cost (Market Rate)	\$435 per sq.ft.	\$114,559,425
<i>Affordable Units</i>		
Number of Units		N/A
Average Unit Size		N/A
Total Construction Cost (Affordable)		N/A
<i>In-Lieu Fee</i>	\$3.75 per gross sq.ft.	\$987,581
Total Costs	291 units	\$115,547,006
NOI		
Affordable Units Annual Rent		N/A
Market Rate Units Annual Rent	291 units @ \$2690 avg.	<u>\$9,391,500</u>
Total Annual Rent		\$9,391,500
Annual Operating Expenses	\$10,500 per unit	(\$3,055,500)
Vacancy	5%	(\$469,575)
Net Operating Income		\$5,866,425
Return-On-Cost		5.1%

Source: City of American Canyon; Napa County; Richard Hess; Economic & Planning Systems, Inc.

Proposed Napa Junction Road Extension



Oat Hill View Trail from Parcel A



View 1 – Southeast View



View 2 – East View



View 2 – Northeast View





TITLE

Ballot Measure for June 7, 2022 Statewide Primary Election for the adoption of an Ordinance Establishing Term Limits for the Mayor and Members of the City Council.

RECOMMENDATION

Adopt a Resolution submitting to the qualified voters of the City an Ordinance amending the American Canyon Municipal Code to add Section 2.04.120 regarding Mayor and Councilmember Term Limits at the Regular Statewide Primary Election to be held on June 7, 2022.

CONTACT

Jason Holley, City Manager
Taresa Geilfuss, City Clerk

BACKGROUND & ANALYSIS

For the better part of 2021 staff and consultants have been researching issues related to “term limits”. Council discussed the issue in January, March and April and ultimately directed staff to pursue possible options for placement on the June 2022 ballot.

Government Code section 36502, subdivision (b) provides that the City Council or the residents of the City may submit to the voters an ordinance limiting the number of terms a member of the City Council may serve. Term limits do not become operative unless the proposition is submitted to the electors of the City at a regularly scheduled election and a majority of the votes cast favor its adoption.

Attached is a draft resolution to place the ordinance establishing term limits on the ballot and as an attachment to the resolution, the ordinance. The resolution initiates the process for placing the measure on the ballot for the June 7, 2022 election, provides for the filing of primary and rebuttal arguments, and directs the City Attorney to prepare an impartial analysis of the measure to submit to the voters in the Voter Information Guide. The Council may, at its discretion, designate specific members to write the primary and rebuttal arguments, or may elect to co-author the arguments together.

The resolution presents the following questions for voters:

Shall an ordinance be adopted by the City of American Canyon to limit consecutive years of service by the Mayor to a combined total of three four-year terms with the ability to again serve as Mayor after a lapse of service of at least two years?	Yes	
	No	

Shall an ordinance be adopted by the City of American Canyon to limit consecutive years of service by members of the City Council to a combined total of three four-year terms with the ability to again serve as a member after a lapse of service of at least two years?	Yes	
	No	

If approved by the voters, this Municipal Code amendment will add Section 2.04.120 and:

1. Mayor and Councilmember terms will be limited to three (3) consecutive terms;
2. If a person serves three (3) consecutive Mayoral terms or three (3) consecutive Councilmember terms, that person is ineligible for a seat as Mayor or Councilmember respectively until two (2) years have passed since that person’s last full term;
3. Serving half or more of an elected or appointed term is deemed a full term;
4. A Mayor or any Councilmember that resigns or is removed shall be deemed to have served a full term;
5. The three-term limit shall apply prospectively to those whose terms commence on or after June 7, 2022;
6. Only Mayor and Councilmember terms commencing on or after June 7, 2022, will count toward the three-term limit.

If adopted by the voters, this ordinance would apply the term limits rules prospectively without regard to prior service.

Additionally, the deadline for placing a measure on the June 7, 2022 ballot is the last meeting in January 2022. Council may, at its discretion, adopt the resolution calling the election for the purposes of placing the measure on the ballot anytime between now and that date.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Not applicable.

FISCAL IMPACT

If approved, the estimated cost to add a measure to the June 7, 2022 Statewide Primary Election would be approximately \$40,000 - \$60,000. This is based on the City having a single item on the ballot. The cost is not appropriated in the FY2021/22 budget.

ENVIRONMENTAL REVIEW

Not applicable.

ATTACHMENTS:

1. Resolution - Mayor and Council Term Limits
2. Ordinance - Mayor and Council Term Limits

RESOLUTION NO. 2021-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON, CALIFORNIA
SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY AN ORDINANCE AMENDING THE AMERICAN
CANYON MUNICIPAL CODE TO ADD SECTION 2.04.120 REGARDING MAYOR AND COUNCILMEMBER
TERM LIMITS AT THE REGULAR STATEWIDE PRIMARY ELECTION TO BE HELD JUNE 7, 2022**

WHEREAS, the City of American Canyon is governed by an at large elected Mayor and four-member elected City Council, whose members are generally elected to staggered four-year terms on the first Tuesday after the first Monday of November of even-numbered years; and

WHEREAS, the American Canyon Municipal Code currently does not address term limits for the mayor or councilmembers; and

WHEREAS, pursuant to Government Code section 36502, subdivision (b) and Elections Code section 9222 and, the City Council is authorized and desires to submit to the voters a ballot measure to amend the Municipal Code by adding section 2.04.120 regarding councilmember term limits; and

WHEREAS, pursuant to Government Code section 36502, subdivision (b), a term limit measure must be approved by a majority of City voters at an election consolidated with either the statewide primary election or the statewide general election; and

WHEREAS, in 2022, per Elections Code section 1200, the statewide primary general election will be held June 7; and

WHEREAS, the City Council desires to consolidate the election for the ballot measure with the statewide primary election held on Tuesday, June 7, 2022; and

WHEREAS, the specific language of the ordinance to be considered by the voters is attached as Exhibit A and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON AS FOLLOWS:

Section 1. Recitals

The City Council hereby finds and determines that the recitals of this resolution are true and correct and are incorporated herein.

Section 2. Submission of Ballot Measure

The City Council, pursuant to its authority under Elections Code section 9222, hereby orders that the ordinance attached hereto as Exhibit A be submitted to the qualified voters of the City at the statewide primary election held on Tuesday, June 7, 2022. The proposed ordinance shall be in the form attached hereto as Exhibit A.

Section 3. Ballot Measure

The City Council, pursuant to its authority under Elections Code section 9222 and Government Code section 36502, subdivision (b), hereby orders that the ballot measure shall be presented and printed upon the ballot submitted to the qualified voters in the manner and form set forth in this section below. On the ballot to be submitted to qualified voters, there shall be printed substantially in the following:

Shall an ordinance be adopted by the City of American Canyon to limit consecutive years of service by the Mayor to a combined total of three four-year terms with the ability to again serve as Mayor after a lapse of service of at least two years?	YES	
	NO	

Shall an ordinance be adopted by the City of American Canyon to limit consecutive years of service by members of the City Council to a combined total of three four-year terms with the ability to again serve as a member after a lapse of service of at least two years?	YES	
	NO	

Section 4. Election Procedures

A. The City Council consents to the consolidation of the election on this Measure with all other elections being held in the same territory on Tuesday, June 7, 2022, and to hold and conduct the consolidated election in the manner prescribed in Election Code section 10418.

B. The ballots to be used at the election shall be in the form and content as required by law.

C. In accordance with Elections Code section 10002, the Board of Supervisors of Napa County is hereby requested to consent to having the Registrar of Voters render such election services to the City of American Canyon as may be requested by the City Clerk of said City, the County of Napa to be reimbursed in full for such services as are performed.

D. The election services which the City of American Canyon requests the Registrar of Voters, or such other official as may be appropriate, to perform and which such officer is hereby authorized and directed to perform, if said Board of Supervisors consents, include: the preparation, printing and mailing of sample ballots and polling place cards; the establishment or appointment of precincts, polling places, and election officers, and making such publications as are required by law in connection therewith; the furnishing of ballots, voting booths and other necessary

supplies or materials for polling places; the canvassing of the returns of the election and the furnishing of the results of such canvassing to the City Clerk of the City of American Canyon; and the performance of such other election services as may be requested by the City Clerk.

E. The City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

F. The polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, except as provided in Elections Code section 14401.

G. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections in the City.

H. Notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form, and manner as required by law.

I. All ballots shall be tallied at a central counting place and not at the precincts. Said central counting place shall be at a County center as designated by the Registrar of Voters.

J. The Napa County Registrar of Voters is hereby authorized to canvass the returns of said election.

K. The City Clerk of the City of American Canyon shall receive the canvass as it pertains to the election on the Measure, and shall certify the results to the City Council, as required by law.

Section 5. Arguments and Impartial Analysis

A. The City Council authorizes (i) the City Council or any member(s) of the City Council, (ii) any individual voter eligible to vote on the above measure, (iii) a bona fide association of citizens or (iv) any combination of voters and associations, to file a written argument in favor of or against the Measure, in accordance with Elections Code section 9280 et seq. and may change the argument until and including Friday, March 11, 2022 (unless the Registrar requires additional lead time), after which no arguments for or against the Measure may be submitted to the City Clerk. Arguments in favor of or against the Measure shall each not exceed 300 words in length. Each argument shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument. The arguments shall be accompanied by the "Form of Statement to be filed by Author(s) of Argument" as provided by the City Clerk.

B. The City Clerk shall comply with all provisions of law establishing priority of arguments for printing and distribution to the voters, and shall take all necessary actions to cause

the selected arguments to be printed and distributed to the voters.

C. Pursuant to California Elections Code section 9280, the City Council directs the City Clerk to transmit a copy of the Measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the Measure, not to exceed 500 words in length, showing the effect of the Measure on the existing law and the operation of the Measure. The City Attorney shall transmit such impartial analysis to the City Clerk, who shall cause the analysis to be published in the ballot pamphlet along with the ballot Measure as provided by law. The impartial analysis shall be filed by the deadline set for filing of primary arguments as set forth in subsection A above. The impartial analysis shall include a statement indicating whether the Measure was placed on the ballot by a petition signed by the requisite number of voters or by the City Council. In the event the entire text of the Measure is not printed on the ballot, nor in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-font bold type, the following:

The above statement is an impartial analysis of Measure _____. If you desire a copy of the ordinance, please call the election official's office at (insert phone number) and a copy will be mailed at no cost to you.

Section 6. Rebuttals

That pursuant to California Elections Code section 9285, when the Clerk has selected the arguments for and against the Measure which will be printed and distributed to the voters, the Clerk shall send copies of the argument in favor of the Measure to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. The authors or persons designated by them may prepare and submit rebuttal arguments not exceeding 250 words. The rebuttal arguments shall be filed with the City Clerk not later than Monday, February 26, 2022 (unless the Registrar establishes an earlier date), accompanied by the "Form of Statement to be filed by Author(s) of Argument" as provided by the City Clerk. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

A. That all previous resolutions providing for the filing of rebuttal arguments for City measures are repealed.

B. That the provisions herein shall apply only to the election to be held on June 7, 2022, and shall then be repealed.

Section 7. Placement on the Ballot

The full text of the Ordinance/Measure shall be printed in the voter pamphlet, and a statement shall be printed in the ballot pursuant to Elections Code section 9223 advising voters that they may obtain a copy of this Ordinance/Measure at no cost, upon request made to the City Clerk.

Section 8. Delivery of Resolution to Count

The City Clerk shall certify to the passage and adoption of this resolution and enter it into the

book of original resolutions. The City Council directs the City Clerk to deliver copies of this resolution, including the Ordinance/Measure attached hereto as Exhibit "A", to the Clerk of the Board of Supervisors of Napa County and to the Registrar of Voters of Napa County.

Section 9. CEQA

The City Council hereby finds and determines that the Measure relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is not a project within the meaning of the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines, Section 15378(b)(5).

Section 10. Severability

If any provision of this resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are severable. The City Council hereby declares that it would have adopted this resolution irrespective of the invalidity of any particular portion thereof.

Section 11. Effective Date of Resolution

This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 21st day of September, 2021.

Leon Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

ORDINANCE _____

Adopted by American Canyon City Council

September 21, 2021

**An Ordinance of the City of American Canyon
Amending the American Canyon City Code Adding Section 2.04.120
to Establish Term Limits for the Mayor and
Members of the American Canyon City Council**

BACKGROUND

1. On (date), at a duly noticed meeting, the City Council considered and discussed the option of mayor and councilmember term limits for the City of American Canyon which included public comment.
2. On (date), at a duly noticed meeting, the City Council directed the preparation of a ballot measure and related actions to establish term limits for the mayor and members of the city council.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. Term Limits

Pursuant to Government Code section 36502, subdivision (b) and subject to the approval of a majority of the voters of the City of American Canyon, the American Canyon Municipal Code is hereby amended to add 2.04.120, Term Limits to read as follows:

Section 2.04.120 - Term Limits

- a. No person shall be eligible to serve as mayor for more than three consecutive four-year terms following the adoption of this ordinance commencing with, and including, the person elected to serve as mayor in the June 7, 2022 election. Notwithstanding the foregoing, any person who is appointed by the City Council or elected to fill a vacant office as mayor for the balance of a four-year term, but serves less than two years in that office, shall be eligible for nomination, and election for three consecutive four-year terms thereafter.
- b. No person shall be eligible to serve as a member of the City Council for more than three consecutive four-year terms following the adoption of this ordinance commencing with, and including, those persons elected to serve as a member of the City Council in the June 7, 2022 election. Notwithstanding the foregoing, any person who is appointed by the City Council or elected to fill a vacant office of a member of the City Council for the balance of a four-year term, but serves less than two years

in that office, shall be eligible for nomination, and election for three consecutive four-year terms thereafter.

- c. Any person who shall be ineligible for election, appointment, or further services as mayor due to the limitation set forth in subsection A of this section, shall again be eligible for election or appointment as mayor, and a new period of consecutive years of service shall commence, provided that least two years has or will have elapsed between the most recent date of such person's prior service as mayor and the effective date of such person's most recent election or appointment to such office. Terms served as the mayor shall not be counted toward the three four-year term limit applicable to council members. Any person who resigns or is removed from office during a term shall be deemed to have served a full term.
- d. Any person who shall be ineligible for election, appointment, or further services as a member of the City Council due to the limitation set forth in subsection A of this section, shall again be eligible for election or appointment as a member of the City Council, and a new period of consecutive years of service shall commence, provided that least two years has or will have elapsed between the most recent date of such person's prior service as a member of the City Council and the effective date of such person's most recent election or appointment to such office. Terms served as a council member shall not be counted toward the three four-year term limit applicable to the mayor. Any person who resigns or is removed from office during a term shall be deemed to have served a full term.
- e. The phrase "two years" as used in subsections C and D of this section shall mean the period between the date of the declaration of the results of any *primary election* held in June of an even-numbered year and the date of the declaration of the results of any *primary election* held in June of any immediately preceding or immediately succeeding even-number year, even though such period may be more or less than an actual period of two years.

Section 2. Effective Date. This Ordinance shall take effect immediately, upon approval by a simple majority of the voters voting on the question at the June 7, 2022 election, and shall only apply prospectively beginning with the term of the Mayor and terms of the members of the City Council that start after the June 7, 2022 primary election.

Section 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. Publication. The City Clerk of the City of American Canyon is hereby directed to publish this Ordinance, or the title hereof as a summary, pursuant to state statute, once within fifteen (15) days after its passage in a newspaper of general circulation published in the City of American Canyon.

Adopted by the City of American Canyon City Council on September 21, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Leon Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney



City Council Committee Report

Meeting Date: September 21, 2021 Submitted By: Leon Garcia, Mayor

Committee & City Related Reports:

Napa Vallejo Waste Management Authority: September 2; The Board approved an agreement for Napa Waste Management Authority to have right of entry through Jul 31 2023 to access a stockpile of excess soil from a major capital campaign project from the City's Materials Diversion Facilities

North Bay Division League of California Cities: September 3; Members received an update on pending legislation and plans for actives at the Annual Conference.

North Bay Watershed Association: September 10; The Board received a presentation on integrating watershed resiliency and transportation planning in the San Pablo Bay. The presentation and discussion presented challenges and opportunities for wetlands habitat restoration and improvement options for State Route 37. The options presented brought focus to moving beyond mitigation of existing impacts to integrations of improvements that best meet the needs of preserving natural environment and improving highway performance.

American Canyon Fire Protection District, 9/11 20th Commemoration Ceremony: September 11; The ceremony gave solemn recognition to the public safety responders and victims and families of September 11, 2001 attacks. The ringing of the traditional fire station bell honored the sacrifice of the responders. Members of many faith communities, (Christian, Muslim, Hindu and Sikh), gave invocations and benedictions in memory of loss of loved ones and healing. Congressman Mike Thompson's video message of unity and strength in bonding was presented. The Napa County Sheriff Honor Guard presented the colors in a formal ceremony.

Napa Valley Transportation Authority – Tax Authority: September 13; The Board retreat discussion focused on a possible sales tax measure to replace the existing Measure T in order to improve the outcomes of the ½ cent sales tax for transportation. The discussion topics included:
· Bonding against future revenues to bring funding forward · Evaluating formulas for distributing local streets and road revenues · Funding multi-modal infrastructure projects · Other changes to improve sales tax measure performance. This was an information and discussion forum. No action was taken and was deferred to a future date.

Community Events:

Kiwanis Club of American Canyon: August 25; Key note speaker Police Chief Greenburg on public safety measures. August 26; Thank you BBQ for all volunteers who help with food distribution.

Safety and Self Defense: August 28; The public participated in training exercises in avoidance of contact with an assailant and physical maneuvers if accosted.

Napa Solano Central Labor Council, Labor Day Breakfast; Elected officials representing Napa and Solano counties spoke key topics of legislation important to organized labor. Key note speaker Mike Thompson addressed the challenges in Congress in achieving legislative progress on bills important working men and women. The overarching theme was vote No on the recall.

Community Health Initiative, Vaccine Outreach Collaborative, American Canyon Group: September 9; Explored locations of a future vaccination clinic for population ages 12 to 29 years old.

American Canyon CERT: September 13; Rapid Damage Assessment training and safety.



CITY COUNCIL COMMITTEE REPORT

Meeting Date: **September 21, 2021**

Submitted By: **Mark Joseph, Council member**

Committee Name: **NVTA Retreat**

Met in-person for the first time in over a year. After a quick special meeting, the group held a discussion on possible revisions to Measure T. The changes most likely to be considered in more detail included adding the ability to use the proceeds to borrow money (this would mean we could get big projects done sooner and at a lower cost than if we saved the money first); add a limited number of key regional projects (road, transit and other modes of transportation); and target the presidential election in 2024 for a vote of the people. There was very little support for increasing the tax rate, and some desire to better define how the proceeds from the tax would be allocated back to the various jurisdictions (no major funding shifts, at least initially). After the discussion, we agreed we needed to further explore this topic and possibly conduct another survey of prospective voters.

Committee Name: **NVUSD 2x2 meeting**

We provided an update on key development proposals in the City and reviewed some issues involving City/School District finances. We will be coming back to the Council soon to formally resolve at least one issue—whether the City should waive the impact fees for the new Napa Junction Elementary. We also reviewed the pending and potential improvements that could be made to Donaldson Elementary School. In future meetings, we will begin to address the disposition of surplus lands in the City owned by the District.

Committee Name: **Chamber/Government Affairs Committee (GAC)**

Held our quarterly meeting online. We reviewed some changes to the meeting format, particularly relating to a review of CalChamber Legislative Advocacy positions. We also began the planning process for an annual Business Roundtable. This would be an opportunity for local businesses to hear from our elected officials (primarily at the State and Federal levels), and we could include a Keynote Speaker as well.

Committee Name: **Chamber/Economic Business Development Committee (EBD)**

We talked about the role of the committee; specifically, to act somewhat like an Ombudsman for local businesses. This could include working with the City to prepare one or more brochures on starting a business in town; assisting new businesses as they go through the regulatory process; and possibly being proactive and seeking out new businesses that may be needed in the community. We also reviewed current business development proposals.

Committee Name: **Community Events & Activities**

Met online with the **Firefighters** during one of their Association meetings; attended the **Labor Day Breakfast** hosted by the Central Labor Committee; attended the **Napa Working Families Coalition** meeting; and the **Kiwanis Board of Directors** meeting. Our Public Safety Officers put on an outstanding and very moving **20-year 9/11 Ceremony**, and I made it to the annual **Mezzetta Social Mixer** held by the Chamber of Commerce.



City Council Committee Report

Meeting Date: September 7, 2021 Submitted By: Councilmember Pierre Washington

Committee Name: NVUD 2x2 Meeting

Vice Mayor Joseph, City Manager Holley and I met with the NVUSD Leaders and Trustees and discussed the following:

- School District's plans for re-opening; the grand opening of the new Napa Junction elementary school
- The City of AC and the NVUSD improving our working relationship and developing a trusting collaboration.
- Rezoning of NVUSD excess properties
- Donaldson Way Elementary School improvements and upgrades
- Transferring some surplus School properties to the City
- More frequent meetings to assist in building a better communication model

Committee Name: Climate Action NOW

Topics of Discussion: **Reusable Food ware and Waste Reduction Ordinance.**

I met with a Climate Action NOW group, led Bob Figoni and supported by Naama Brenner-Abramovitch and Margaret Smetana.

SUMMARY

The goal of the ordinance is to migrate from disposables to reusable. This draft ordinance:

- * requires reusable food ware in dine-in restaurants
- * switches to compostable disposable take-out food ware by request only
- * eliminates plastic and polystyrene disposable food ware.

Committee Name: **Community Events**

July 23, 2021 **Napa County Farm Bureau Foundation Annual Dinner**; Attending this fundraiser with Councilmember Aboudamous and Chief, now Sherriff Ortiz.

August 2, 2021 **AC Lions Club** Planning meeting for the August 4th "Meet in the Street" event.

August 3, 2021 **AC National Night Out, Police & Community Partnership**

August 4, 2021 **Chamber of Commerce**: Meet In the Streets Lions Club Tent. Another excellent turnout AWESOME job Valerie!!!

August 28, 2021 **Free Self Defense and Safety by Brando Cruz**. There were several outside law enforcement agencies present and independent defense course trainers providing free training on self-defense tactics. 1st of many to come

Committee Name: **Community 1:1's**

Ken Leary: Spoke about community involvement forward thinking on the city's development and safe streets.

Kat Hamilton, Eddie Chong & Tammy Wong, AC Residents Discussed the feral cat concern in our city.

Diane Dillon, Napa County Supervisor; Meet & Greet spoke about Climate Action Committee, public office relationships, and roles and responsibilities of an elected official.

Dick Ohlant, (Senior and Junior) , Dicks Campers: Meet & Greet with local business owner had coffee and chatted about the city's development plans for Watson Ranch, Canyon Estates, WSC, Oat Hill and NVUSD.

Jon Crawford: Met to discuss his campaign for Sheriff in 2022

Noah Myer, Raul Rico, and John Foresee: Met with these residents about a home on Wilson that has been a neighborhood