



REGULAR CITY COUNCIL MEETING AGENDA

City Hall - Council Chambers
4381 Broadway St., Suite 201, American Canyon
October 19, 2021
6:30 PM

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

AMENDED AGENDA

Amended to add Closed Session Item 3 - City Manager Performance Evaluation.

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: 895 1279 2695 **Passcode:** 643903

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 role 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.

5:00 P.M. CLOSED SESSION

- 1. Conference with Legal Counsel – Anticipated Litigation Pursuant to Government Code Section 54956.9 (d)(2) Two Matters.**
- 2. Matters Relating to Performance Evaluation Pursuant to Government Code Section 54957. Position: William D. Ross, City Attorney**
- 3. Matters Relating to Public Employment Performance Evaluation - Pursuant to Gov. Code Section 54957. Position: Jason Holley, City Manager**

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

There are no Proclamations or Presentations.

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: 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

4. **Special Joint City Council/PCS/OSAC Minutes of October 12, 2021**
Recommendation: Approve the minutes of the Special Joint City Council/Parks and Community Services Commission/Open Space Advisory Committee meeting of October 12, 2021.
5. **Special Joint City Council/Planning Commission Meeting of October 5, 2021**
Recommendation: Approve the minutes of the Special Joint City Council/Planning Commission Meeting of October 5, 2021.
6. **City Council Minutes of October 5, 2021**
Recommendation: Approve the minutes of the Regular City Council meeting of October 5, 2021.
7. **City Council Minutes of September 21, 2021**
Recommendation: Approve the minutes of the Regular City Council meeting of September 21, 2021.
8. **Special City Council Minutes of September 14, 2021**
Recommendation: Approve the minutes of the Special City Council meeting of September 14, 2021.
9. **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. **Cost Allocation Plan**
Recommendation: Adopt a Resolution authorizing the City Manager to enter into an agreement with HdL to create and update the City's Cost Allocation Plan.
11. **AB1600 Annual Report**
Recommendation: Receive and file the Development Impact Fee Report for the Fiscal Year ended June 30, 2021.

PUBLIC HEARINGS

There are no Public Hearing Items to consider.

BUSINESS

12. **Ballot Measure - Municipal Code Amendment Establishing Mayor and Councilmember Term Limits**

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.

13. **Capacity Fee Waiver for Napa Junction Elementary School**

Recommendation: Adopt a Resolution approving a Napa Valley Unified School District request for a waiver of Water and Wastewater Capacity Fee Consistent with American Canyon Municipal Code Section 13.06.110.

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.

Anticipated Future Council Items of Note:

November 2, 2021 - Veteran's Proclamation, Fair Housing Napa Valley Annual Report, Ordinance - Organic Waste Reduction (1st reading), National Citizen Survey, Cannabis Update

November 9, 2021 - Commercial Developer Roundtable/Finishing ED Study

November 16, 2021 - Climate Emergency Proclamation, Hampton Inn First Reading Zone Change and CUP, Gas Station Ordinance (1st Reading), Home2Suites "Offsite" Improvement Reimbursement, Oat Hill Fee Credit Reimbursement Agreement

December 7, 2021 - FY 2020-2021 Auditors Report, 5-year CIP Status Update

December 14, 2021 Tentative Special Meeting - Board, Commission, Committee Interviews

December 21, 2021 - Appointments of new commissioners /oath of office, Review Council Assignments for 2021 and Vice-Mayor, ARPA Recommendations

14. **City Council Committee Report - Mayor Leon Garcia**

15. **City Council Committee Report - Councilmember Pierre Washington**

16. **City Council Committee Report - Councilmember David Oro**

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
SPECIAL JOINT CITY COUNCIL/PARKS & COMMUNITY SERVICES COMMISSION/OPEN SPACE
ADVISORY COMMITTEE

ACTION MINUTES

October 12, 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.

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

CALL TO ORDER

The meeting was called to order at 6:35 p.m.

PLEDGE OF ALLEGIANCE

Mayor Leon Garcia led the Pledge of Allegiance.

ROLL CALL

City Council

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

Absent: None

Parks & Community Services Commission

Present: PCS Chair Clarence Mamaril, PCS Vice Chair Kristin Einberger, PCS Commissioner Cathy Margolati, PCS Commissioner Karina Servente, PCS Commissioner Gina Griggs, PCS Honorary Commissioner Selah Humn,

Absent: None

Open Space Advisory Committee

Present: OSAC Chair Nance Matson, OSAC Vice Chair Tara McClinton Horner, OSAC Committee Member Barry Christian, OSAC Committee Member Kim Hester-Williams

Absent: OSAC Committee Member Scott Artis

City Attorney William Ross will provide a report on Closed Session pursuant to GC 54957.1

CITY CLERKS ANNOUNCEMENT PURSUANT TO GOVT CODE 54952.3

PUBLIC COMMENT - ITEMS NOT ON THE AGENDA

Mayor Leon Garcia opened Public Comments. **Written comments:** Tammy Wong. **Oral comments:** None. Mayor Leon Garcia closed Public Comments.

AGENDA CHANGES

None

Disclosure made by Mayor Leon Garcia, he is a non-voting member of American Canyon Community & Parks Foundation. Disclosure made by Cathy Margolati, she is a member of the American Canyon Community & Parks Foundation.

BUSINESS

1. Wetlands Edge Eco-Center Project

City Council, Parks & Community Service Commissioners and Open Space Advisory Commission received an introduction from City Manager Jason Holley followed by a presentation from American Canyon Community & Parks Foundation Executive Director Janelle Sellick.

Mayor Leon Garcia opened Public Comments. **Written comments:** None. **Oral Comments:** Tammy Wong was called to speak. Melissa Lamattina was called to speak. Hugh Marquez was called to speak. Justin Hamilton Hole was called to speak. Chris James was called to speak. Chris Benz, Napa Sierra Club was called to speak. Valerie Zizak-Morais, AC Chamber of Commerce/Welcome Center was called to speak. Kasama Lee was called to speak. Patrick Band, Napa County Bicycle Coalition was called to speak. Beth Marcus was called to speak. Mayor Leon Garcia closed Public Comments.

Action: Motion to adopt a Minute Order appointing Councilmember David Oro and Councilmember Pierre Washington to a Lease Negotiation 2x2 Committee for the Wetlands Edge Eco-Center Project 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

MANAGEMENT AND STAFF ORAL REPORTS

None

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

None

ADJOURNMENT

The meeting adjourned at 8:37 p.m.

Respectfully Submitted,

Taresa Geilfuss, City Clerk

CITY OF AMERICAN CANYON
SPECIAL JOINT CITY COUNCIL/PLANNING COMMISSION MEETING

ACTION MINUTES

October 5, 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.

7:00 P.M. SPECIAL MEETING

CALL TO ORDER

The meeting was called to order at 7:15 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, Vice Chair Crystal Mallare, Commissioner Eric Altman, Commissioner Andrew Goff, Commissioner Tammy Wong, Chair Tyrone Navarro

Absent: None

CITY CLERKS ANNOUNCEMENT PURSUANT TO GOVT CODE 54952.3

PUBLIC COMMENT - ITEMS NOT ON THE AGENDA

There were no written or oral comments.

BUSINESS

1. Workshop - Hampton Inn Hotel at 3443 Broadway

A workshop was conducted with Council receiving a presentation from Community Development Director Brent Cooper. The applicant team of Al Shigagi, Civil Engineer; Pinu Patel, Vipul Patel, Jeffrey MacAdam and Rick Hess were available to answer questions. Mayor Leon Garcia opened Public Comments. **Written Comments:** None. **Oral Comments:** Chris James was called to speak. Mayor Garcia closed Public Comments. Community Development Director Brent Cooper summarized the discussion points.

2. General Plan Update Schedule Status Report

Council received a comprehensive General Plan Update Schedule status report with a presentation from Community Development Director Brent Cooper. Mayor Leon Garcia opened Public Comments. **Written comments:** none. **Oral Comments:** none. Mayor Leon Garcia closed Public Comments.

ADJOURNMENT

The meeting was adjourned at 9:16 p.m.

CERTIFICATION

Respectfully Submitted,

Taresa Geilfuss, City Clerk

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

ACTION MINUTES
October 5, 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 4:30 P.M.

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

Absent: None

There were no written or oral comments on the Closed Session item.

4:30 P.M. CLOSED SESSION

1. Conference with Legal Counsel – Anticipate Litigation Pursuant to Government Code Section 54956.9 (d)(3) Three Matters.

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

CALL TO ORDER

The meeting was called to order at 6:34 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. Closed session commenced at 4:32 p.m. With respect to the 3 matters, a written report will be provided. Closed session concluded at 6:30 p.m.

CITY CLERKS ANNOUNCEMENT PURSUANT TO GOVT CODE 54952.3

PROCLAMATIONS AND PRESENTATIONS

2. Proclamation - Filipino American History Month

Mayor Leon Garcia announced the Proclamation; it was received by Elmer Manaid.

3. Proclamation - Domestic Violence Awareness

Mayor Leon Garcia announced the Proclamation; it was received by Andrea Ramirez on behalf of Napa News.

4. Proclamation - Code Enforcement Officer Appreciation Week

Mayor Leon Garcia announced the Proclamation; it was received by Code Enforcement Officer Tiffany Ford. Community Development Director Brent Cooper introduced Code Enforcement Officer Tiffany Ford and Permit Technician Laura Welch.

PUBLIC COMMENT - ITEMS NOT ON THE AGENDA

No written or oral comments were received.

AGENDA CHANGES

No agenda changes.

CONSENT CALENDAR

Action: Motion to approve the CONSENT CALENDAR 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

5. Interwest Consulting Group Contract

Action: Adopted **Resolution 2021-81** approving Amendment 14 **Agreement 2021-A147** to Agreement No. 2011-A105 with the Interwest Consulting Group to extend the contract for Building and Safety Services to the end of Fiscal Year 2021/22 and increase the total contract amount by \$265,000, not to exceed \$2,652,500.

6. Napa Airport Corporate Center Development Agreement Annual Review

Action: Adopted **Resolution 2021-82** finding that Napa Airport Corporate Center I, LLC has demonstrated "Good Faith Efforts" to comply with the Napa Airport Corporate Center Development Agreement obligations during calendar year 2020/21.

7. Continued Use of Remote Teleconference for Meetings

Action: Adopted **Resolution 2021-83** reaffirming that a local emergency exists, re-ratifying the Proclamation of a State of Emergency by Governor Newsom on March 4, 2020, and authorizing continued use of remote teleconference meetings of legislative and advisory bodies of the City of American Canyon for the period October 1, 2021 through November 1, 2021 pursuant to Ralph M. Brown Act.

PUBLIC HEARINGS

There were no Public Hearing items.

BUSINESS

8. CalPERS Contract Amendment

Council received a staff report from Assistant City Manager Maria Ojeda.

Action: Motion to adopt Waive second reading, read by title only, and adopt **Ordinance 2021-07** of the City Council of the City of American Canyon authorizing an amendment to the contracts **Agreement 2021-A148** 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 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

9. City Manager Employment Agreement

Council received a staff report from City Manager Jason Holley. Mayor Leon Garcia opened Public Comments. Written comments: Tammy Wong. Oral comments: none. Mayor Leon Garcia closed Public Comments.

Action: Motion to adopt **Resolution 2021-84** approving an Employment Agreement **Agreement 2021-A149** with Jason B. Holley for Employment as City Manager and made by Councilmember David Oro, 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

Action: Motion to adopt **Resolution 2021-85** approving the City of American Canyon Fiscal Year 2021/22 Salary Schedule made by Councilmember David Oro, 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

MANAGEMENT AND STAFF ORAL REPORTS

City Manager Jason Holley updated Council on his presentation at a national conference, regarding our energy efficient/sustainability projects.

Public Works Director Erica Ahman Smithies provided updates and promoted the Walk and Roll event for tomorrow morning. Police Chief Rick Greenberg gave safety tips for both participants and drivers. He announced that at 7:20 am the Police Department will host a “Walking School Bus” from 911 Donaldson to Canyon Oaks Elementary School.

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

Councilmember Miriam Aboudamous gave an oral report on a LAFCO meeting and the League of California Cities conference. Councilmember David Oro will provide a written report. Councilmember Pierre Washington will provide a written report. Vice Mayor Mark Joseph provided a written report and had no additional comments. Mayor Leon Garcia provided a written report and commented regarding the League of California Cities conference.

Vice Mayor Mark Joseph requested an update on Wetlands Edge landscaping.

ADJOURNMENT

The meeting was adjourned at 7:09 p.m.

CERTIFICATION

Respectfully Submitted,

Taresa Geilfuss, City Clerk

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

ACTION MINUTES
September 21, 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.

Present: Mayor Leon Garcia, Vice Mayor Mark Joseph, Councilmember Mariam Aboudamous and Councilmember David Oro

Excused: Councilmember Pierre Washington

There were no comments on closed session items.

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

The meeting was called to order at 6:53 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 and Councilmember David Oro

Excused: Councilmember Pierre Washington

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

City attorney William Ross provided a report on closed session. Closed session commenced at 5:32 p.m. and concluded at 6:42 p.m. A written report will be provided per 54957.1.

CITY CLERKS ANNOUNCEMENT PURSUANT TO GOVT CODE 54952.3

PROCLAMATIONS AND PRESENTATIONS

2. **Proclamation - National Pollution Prevention Week**
Mayor Leon Garcia announced the proclamation.
3. **Proclamation - Hispanic Heritage Month**
Mayor Leon Garcia announced the proclamation. It was accepted by Napa County Supervisor Belia Ramos and Parks and Community Services Commissioner Karina Servente.
4. **Proclamation - Community Emergency Response Week**
Mayor Leon Garcia announced the proclamation with Fire Chief Michael Cahill. It was accepted by Acting Director of CERT Michael Tadewald.
5. **Presentation - Napa Schools for Climate Action**
Council received a presentation from Emily Bit and Alisa Karesh from Napa Schools for climate action. **Written Comments:** Nick Cheranich, Napa Sierra Club; Tammy Wong

PUBLIC COMMENT - ITEMS NOT ON THE AGENDA

Written: None

Oral: Jason Kishineff was called to speak – cannabis. Justin Hamilton Hole was called to speak - kindness. Tammy Wong was called to speak - general plan updates, trail signage. Jim Wilson was called to speak - Schools for Climate Action. Bayard Fox was called to speak - climate change. Sharon Parham was called to speak - climate change. Chris James was called to speak - trail signage and etiquette.

AGENDA CHANGES

Action: Motion to continue Item 15. Term Limits to the October 19, 2021 meeting by Vice Mayor Mark Joseph, seconded by Councilmember Miriam Aboudamous, and CARRIED by a 3-1 roll call vote, with Councilmember Pierre Washington excused.

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

Nays: Councilmember David Oro

Abstain: None

Excused: Councilmember Pierre Washington

CONSENT CALENDAR

Action: Motion to approve the Consent Calendar by Councilmember David Oro, Vice Mayor Mark Joseph and CARRIED by a 4-0 roll call vote, with Councilmember Pierre Washington excused.

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

Nays: None

Abstain: None

Excused: Councilmember Pierre Washington

6. **Minutes of September 7, 2021 City Council Meeting**
Action: Approved the Minutes of the September 7, 2021 City Council Meeting.
7. **Green Valley Consulting Engineers - Amendment No. 5**
Action: Adopted Resolution 2021-70 authorizing the City Manager to execute Amendment #5 Agreement 2021-A133, 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**
Action: Adopted Resolution 2021-71 approving Amendment 7 Agreement 2021-A134 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**
Action: Received and filed a report on water supply and demand in the City of American Canyon Water Service Area.
10. **Utilities Rate Study - Consultant Agreement**
Action: Adopted Resolution 2021-72 to authorize the City Manager to execute a professional services contract 2021-A135 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**
Action: Adopted Resolution 2021-73 authorizing the City Manager to execute Amendment #1 Agreement 2021-A136 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 on observation/material testing services for the Devlin Road and Vine Trail Extension Project (TR14-0100).
12. **Coastland Civil Engineering - Amendment #2**
Action: Adopted Resolution 2021-74 increasing FY21/22 Budget line item 105-60-660-42160 by \$250,000 and authorizing the City Manager to execute Amendment #2 2021-A137 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**
Council received a presentation from Associate Planner William He with Community Development Director Brent Cooper; Terry McGrath, McGrath Properties; Adam Lind, DR Horton; Chris Zaballos, DR Horton and Will Carlson, CBG civil engineer. Mark Retherford, WHA architect; Daniel Affleck, SWA landscape architect were available for questions.

Mayor Leon Garcia opened the Public Hearing and called for Public Comments. Beth Marcus was called to speak. Sindy Biederman was called to speak. Mayor Leon Garcia closed Public Comments, and the Public Hearing.

Action: Motion adopting Resolution 2021-75 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) by Councilmember David Oro, seconded by Councilmember Miriam Aboudamous and CARRIED by a 4-0 roll call vote, with Councilmember Pierre Washington excused.

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

Nays: None

Abstain: None

Excused: Councilmember Pierre Washington

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

Council received a presentation from Associate Planner William He with Community Development Director Brent Cooper, Clark Morrison, and Rick Hess available for questions. Mayor Leon Garcia opened the Public Hearing and called for Public Comments. **Written Comments:** Minh Tran, Napa County Executive Officer. **Oral Comments:** David Morrison, Napa County, was called to speak. Mayor Leon Garcia closed Public Comments.

Council received an additional presentation from Rick Hess, applicant. City Attorney William Ross provided additional comments in response to the oral comments received. Mayor Leon Garcia closed the Public Hearing.

Action: 1. Motion to waive second reading, read by title only, and adopt Ordinance 2021-05 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 058-320-011), File No. PL20-002) by Vice Mayor Mark Joseph, seconded by Councilmember David Oro and CARRIED by a 4-0 roll call vote, with Councilmember Pierre Washington excused.

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

Nays: None

Abstain: None

Excused: Councilmember Pierre Washington

Action: 2. Motion to waive second reading, read by title only, and adopt Ordinance 2021-06 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); by Councilmember David Oro, seconded by Vice Mayor Mark Joseph and CARRIED by a 4-0 roll call vote, with Councilmember Pierre Washington excused.

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

Nays: None

Abstain: None

Excused: Councilmember Pierre Washington

Action: 3. Motion to adopt a Resolution 2021-76 to approve a Design Permit for 206 multifamily residential units on a 6-acre Oat Hill Parcel A; (APN 058-380-008 and portion of 058-320-001), (File No. PL20-0022); by Vice Mayor Mark Joseph, seconded by Councilmember David Oro and CARRIED by a 4-0 roll call vote, with Councilmember Pierre Washington excused.

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

Nays: None

Abstain: None

Excused: Councilmember Pierre Washington

Action: 4. Motion to adopt a Resolution 2021-77 to approve a Design Permit Map for 85 multi-family residential units on a 7.2-acre Oat Hill Parcel B; (portion of APN 058-320-001); (File No. PL20-0023) by Councilmember David Oro, seconded by Councilmember Miriam Aboudamous and CARRIED by a 4-0 roll call vote, with Councilmember Pierre Washington excused.

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

Nays: None

Abstain: None

Excused: Councilmember Pierre Washington

Action: 5. Motion to adopt a Resolution 2021-78 to approve a Tentative Subdivision Map for 206 condominium multi-family 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) by Councilmember David Oro, seconded by Councilmember Miriam Aboudamous and CARRIED by a 4-0 roll call vote, with Councilmember Pierre Washington excused.

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

Nays: None

Abstain: None

Excused: Councilmember Pierre Washington

Action: 6. Motion to adopt Resolution 2021-79 to approve a Tentative Subdivision Map for 85 condominium multi-family residential units on a 7.2-acre Oat Hill Parcel B; (portion of APN 058-320-001); (File No. PL20-0027) by Vice Mayor Mark Joseph, seconded by Councilmember David Oro and CARRIED by a 4-0 roll call vote, with Councilmember Pierre Washington excused.

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

Nays: None

Abstain: None

Excused: Councilmember Pierre Washington

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.**

Action: Continued to meeting of October 19, 2021.

MANAGEMENT AND STAFF ORAL REPORTS

Community Development Director Brent Cooper provided an update on the new Code Enforcement Officer. Public Works Director Erica Ahman Smithies provided updates for trail signage. City Manager Jason Holley shared the Agenda Forecast for upcoming meetings.

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

Mayor Leon Garcia and Vice Mayor Mark Joseph commented – Night at the Ruins; Councilmember David Oro will report at the next meeting; Councilmember Miriam Aboudamous commented – appreciation of diversity represented in 911 ceremony.

Action: Motion to add a Climate Crisis resolution to an upcoming agenda by Mayor Leon Garcia, seconded by Councilmember Miriam Aboudamous and CARRIED by a 4-0 roll call vote, with Councilmember Pierre Washington excused.

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

Nays: None

Abstain: None

Excused: Councilmember Pierre Washington

Action: Motion to add a workshop on local traffic conditions and options to an agenda in 2022 by Vice Mayor Mark Joseph, seconded by Councilmember David Oro and CARRIED by a 4-0 roll call vote, with Councilmember Pierre Washington excused.

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

Nays: None

Abstain: None

Excused: Councilmember Pierre Washington

Action: Motion to receive an update on cannabis ordinance, permits and any issues on an upcoming agenda by Vice Mayor Mark Joseph, seconded by Councilmember Mariam Aboudamous and CARRIED by a 4-0 roll call vote, with Councilmember Pierre Washington excused.

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

Nays: None

Abstain: None

Excused: Councilmember Pierre Washington

16. City Council Committee Report - Mayor Leon Garcia
Council received and filed the report.
17. City Council Committee Report - Vice Mayor Mark Joseph
Council received and filed the report.
18. City Council Committee Report - Pierre Washington
Council received and filed the report.

ADJOURNMENT

The meeting was adjourned at 9:20 p.m.

CERTIFICATION

Respectfully submitted,

Taresa Geilfuss, City Clerk

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

ACTION MINUTES
September 14, 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 5:00 P.M.

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

There were no comments on closed session items.

5:00 P.M. CLOSED SESSION

1. Matters Relating to Public Employment Public Employee Performance Evaluation Pursuant to Government Code Section 54957.
Position: Jason Holley, City Manager

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

CALL TO ORDER

The meeting was called to order at 6:42 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

David Schwarz, Esq. reported that Closed Session was called to order at 5:00 p.m. There were two items on the Agenda, with one being added as allowed per GC 54956. For Item 1, there was no action. For item 2, a written report will be submitted. Closed Session concluded at 6:30 p.m.

CITY CLERKS ANNOUNCEMENT PURSUANT TO GOVT CODE 54952.3

PROCLAMATIONS AND PRESENTATIONS

There were no proclamations or presentations.

PUBLIC COMMENT

Mayor Leon Garcia opened Public Comments. Written comments: none. Oral comments: Justin Hamilton Hole was called to speak.

AGENDA CHANGES

On staff request, council continued Item 2 to the meeting of September 21, 2021.

Action: Motion to continue Item 2 to the September 21, 2021 meeting 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

Council changed the order of items 5 and 6.

Action: Motion to reorder items 5 and 6; 6 will be first, then 5. made by Councilmember David Oro, 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

CONSENT CALENDAR

2. Minutes of September 7, 2021 City Council Meeting

Action: Continued the Minutes of the September 7, 2021 City Council Meeting to September 21, 2021.

PUBLIC HEARINGS

There were no Public Hearing items.

BUSINESS

3. New Equipment Purchases for Maintenance and Utilities Department

Council received a presentation from Maintenance & Utilities Director Felix Hernandez, III. Mayor Leon Garcia opened Public Comments. Written comments: none. Oral comments: none. Mayor Leon Garcia closed Public Comments.

Action: Adopt a Resolution authorizing the purchase of 2022 FORD F-550 DRW XL truck outfitted with an SST-40-EIH Aerial Boom and bucket, forestry utility body in the amount of \$155,702.20 - **failed by lack of motion.**

Action: Adopt a Resolution authorizing the purchase of VERMEER BC 1000XL BRUSH CHIPPER in the amount of \$38,075.94 – **failed by lack of motion.**

Action: Motion to adopt Resolution 2021-65 authorizing the purchase of CAT 259D3 Compact Track Loader in the amount of \$ 68,919.02 made by Councilmember David Oro, 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

Action: Motion to adopt Resolution 2021-66 authorizing the purchase of VACTOR 2100i VAC-TRUCK in the amount of \$495,117.09 made by Councilmember David Oro, 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

Action: Motion to adopt Resolution 2021-67 authorizing the purchase of DitchWitch HX50 Vacuum Excavator in the amount of \$ 109,061.67 made by Councilmember David Oro, 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

4. Citywide 5-Year Financial Forecast Model

Council received a presentation from Finance Director Lincoln Bogard. Mayor Leon Garcia opened Public Comments. Written comments: none. Oral comments: none. Mayor Leon Garcia closed Public Comments. There was no action taken.

5. American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds Usage Strategy

Council received a presentation from Finance Director Lincoln Bogard and City Manager Jason Holley. Mayor Leon Garcia opened Public Comments. Written comments: none Oral comments: none. Mayor Leon Garcia closed Public Comments. Council provided direction to staff, including a refined list and public outreach.

Action: Motion to adopt Resolution 2021-68 to increase revenue budgets for the FY 2020-21 and FY 2021-22 for the receipt of ARPA relief funding of \$2,449,028 per year 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

6. Enterprise Interfund Loan, Transfers, and Repayment Schedules

Council received a presentation from Finance Director Lincoln Bogard. Mayor Leon Garcia opened Public Comments. Written comments: none. Oral comments: none.

Action: Motion to adopt Resolution 2021-69 to approve the transfer of interfund loans from the Wastewater Capacity Fee Fund to the Water Operations Fund provided for Recycled Water capital assets to be repaid by the Recycled Water Operations Fund; to create a new interfund loan from the Water Operations Fund to the Recycled Water Operations Fund; to update interfund interest rates; and to establish interfund loan repayment schedules for all existing interfund loans. as edited with recalculated best available rates. made by Councilmember David Oro, 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

MANAGEMENT AND STAFF ORAL REPORTS

There were no management and staff oral reports.

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

Mayor Garcia and Commissioners Washington and Oro deferred comments/reports to the next meeting.

ADJOURNMENT

Meeting adjourned at 8:45 p.m.

CERTIFICATION

Respectfully Submitted,

Taresa Geilfuss, City Clerk



TITLE

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

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.

Current data reflects a total potable water reduction of 30% for the City of American Canyon September 2021 as compared to September 2020, exceeding the Drought Emergency Stage 2 reduction goal of 20%. This includes total water consumed from all classes including Residential, Commercial, City and other (Attachment 1).

- Residential classified customers achieved a 31% reduction in potable water consumption September 2021 compared to September of 2020 (Attachment 2).
- Commercial classified customers achieved a 27% reduction in September 2021 compared to September 2020 (Attachment 3).
- City classified customers achieved 57% reduction in September 2021 compared to September 2020 (Attachment 4).
- Data reflects the City has made significant improvements in water conservation since City Council adopted Resolution 2021-36 declaring a Stage 1 Drought Emergency Drought Emergency (Attachment 5)

Supply

As of October 1, 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.

Recycled Water Production

As of October 1, 2021 the City of American Canyon Water Reclamation Facility has supplied 331 AF year to date, offsetting potable water demands by 16%. (Attachment 6)

Recycled Water Program

As of October 1, 2021 the Recycled Water Program has 479 customers signed up. 280 customers have registered and receive Recycled Water deliveries. Year to date, the City has delivered a total of 820,519 gallons (2.5 AF) of that total 235,575 gallons (0.72 AF) was delivered in September 2021.

Background & Analysis

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 7).

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

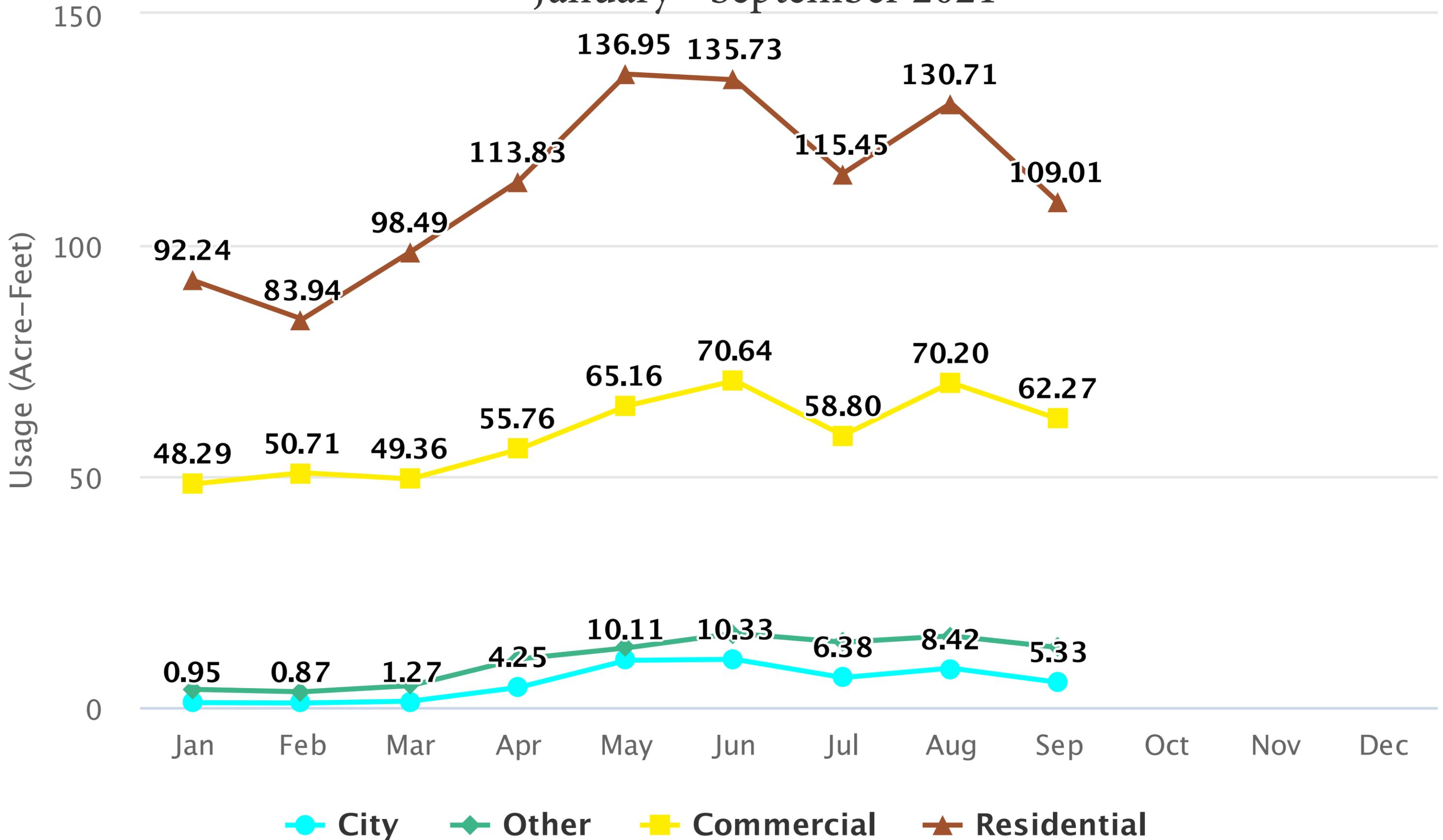
Providing the Water Demand and Supply Report is not a "project" under the California Environmental Quality Act ("CEQA"). Further, the item is categorically exempt from CEQA review as an action by an agency for the protection of natural resources (pursuant to CEQA Guidelines section 15307) and for the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

ATTACHMENTS:

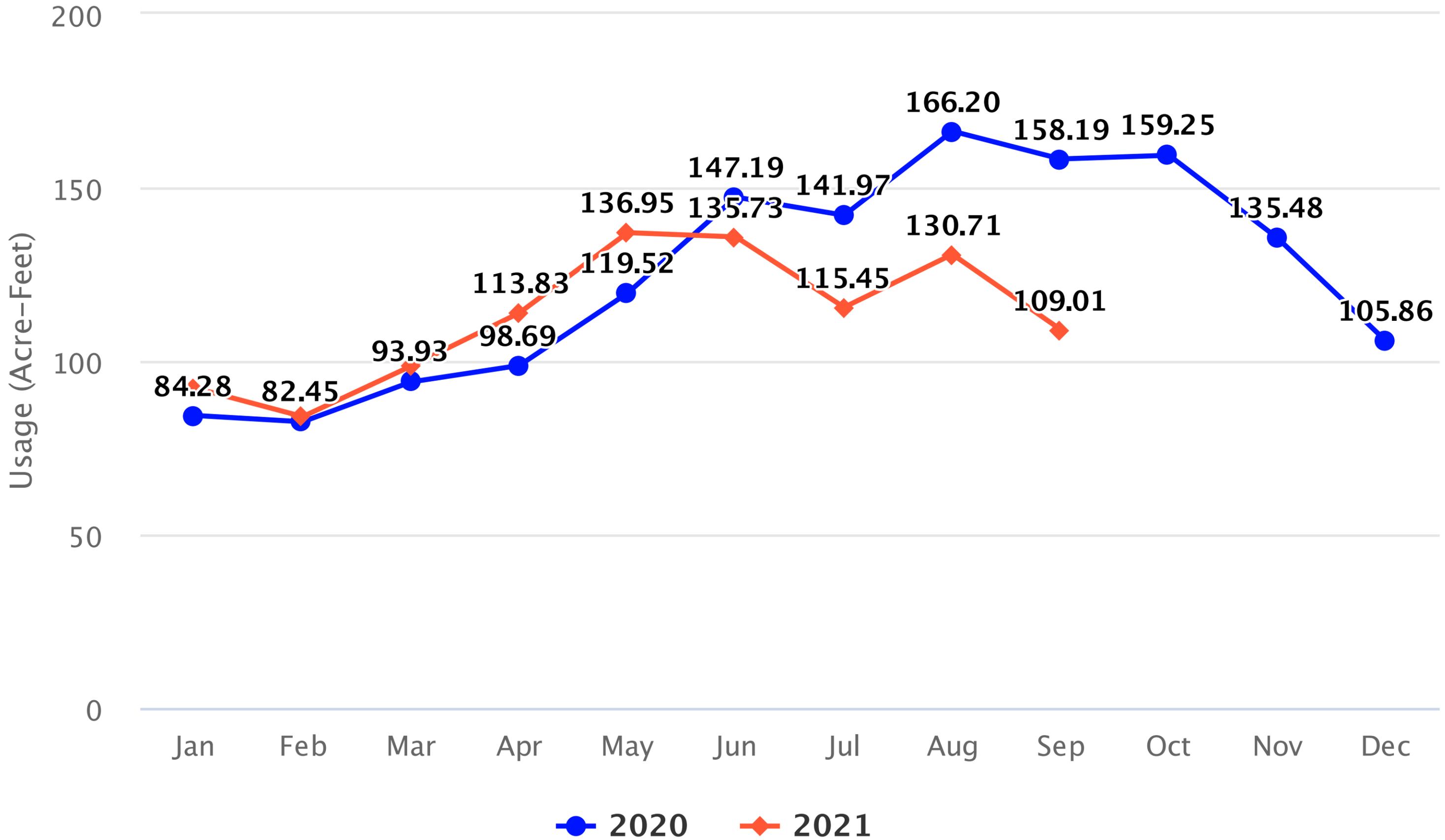
1. [Water Consumption Detail by Class January - September 2021](#)
2. [Residential Water Consumption 2020 vs 2021](#)
3. [Commercial Water Consumption 2020 vs 2021](#)
4. [City Water Consumption 2020 vs 2021](#)
5. [Total Potable Water Consumption 2020 vs 2021 Acre Feet](#)
6. [Potable Water vs Recycled Water Consumption Pie Chart 2021](#)
7. [Drought Proclamation](#)

Water Consumption Detail by Class

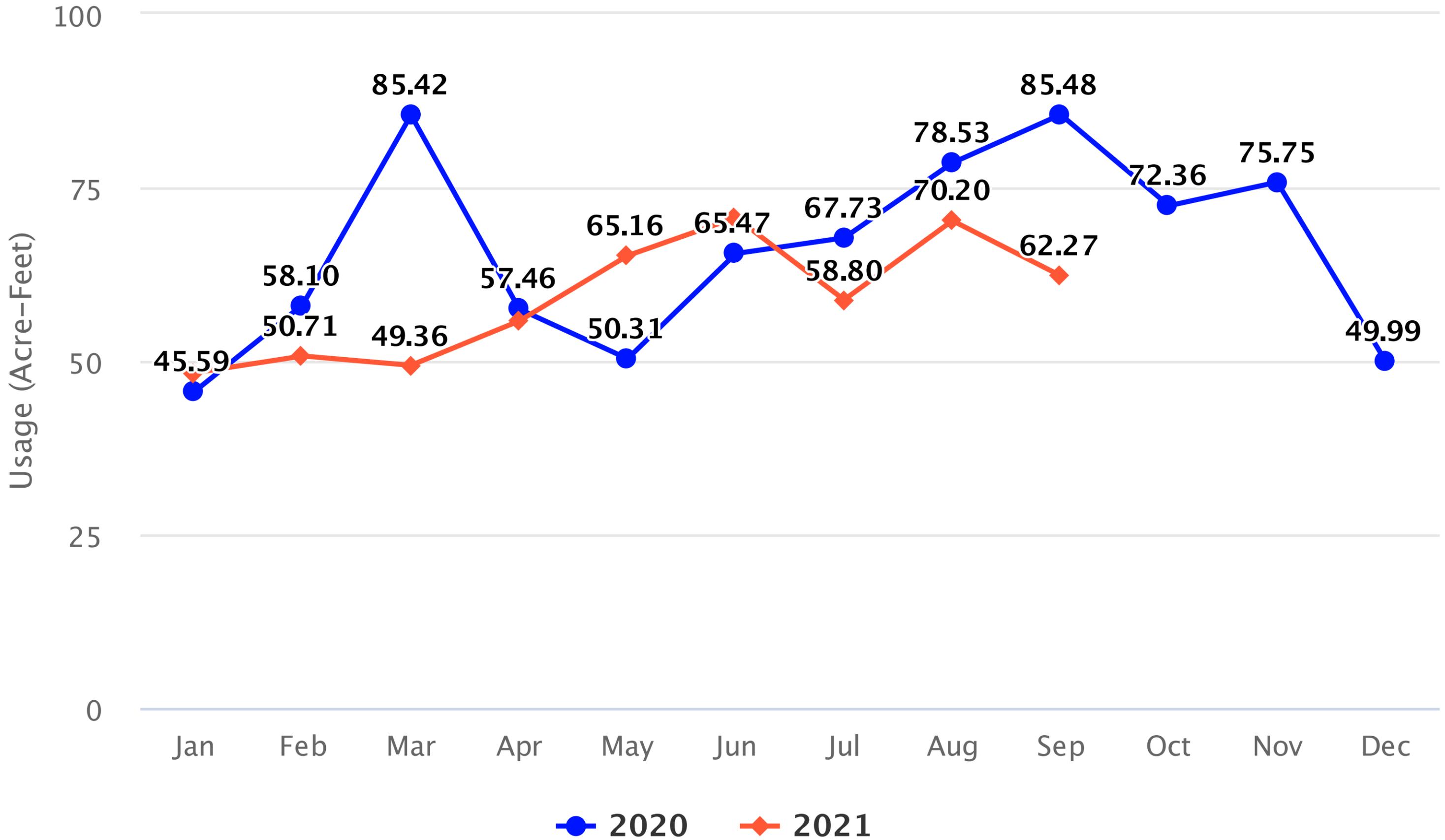
January - September 2021



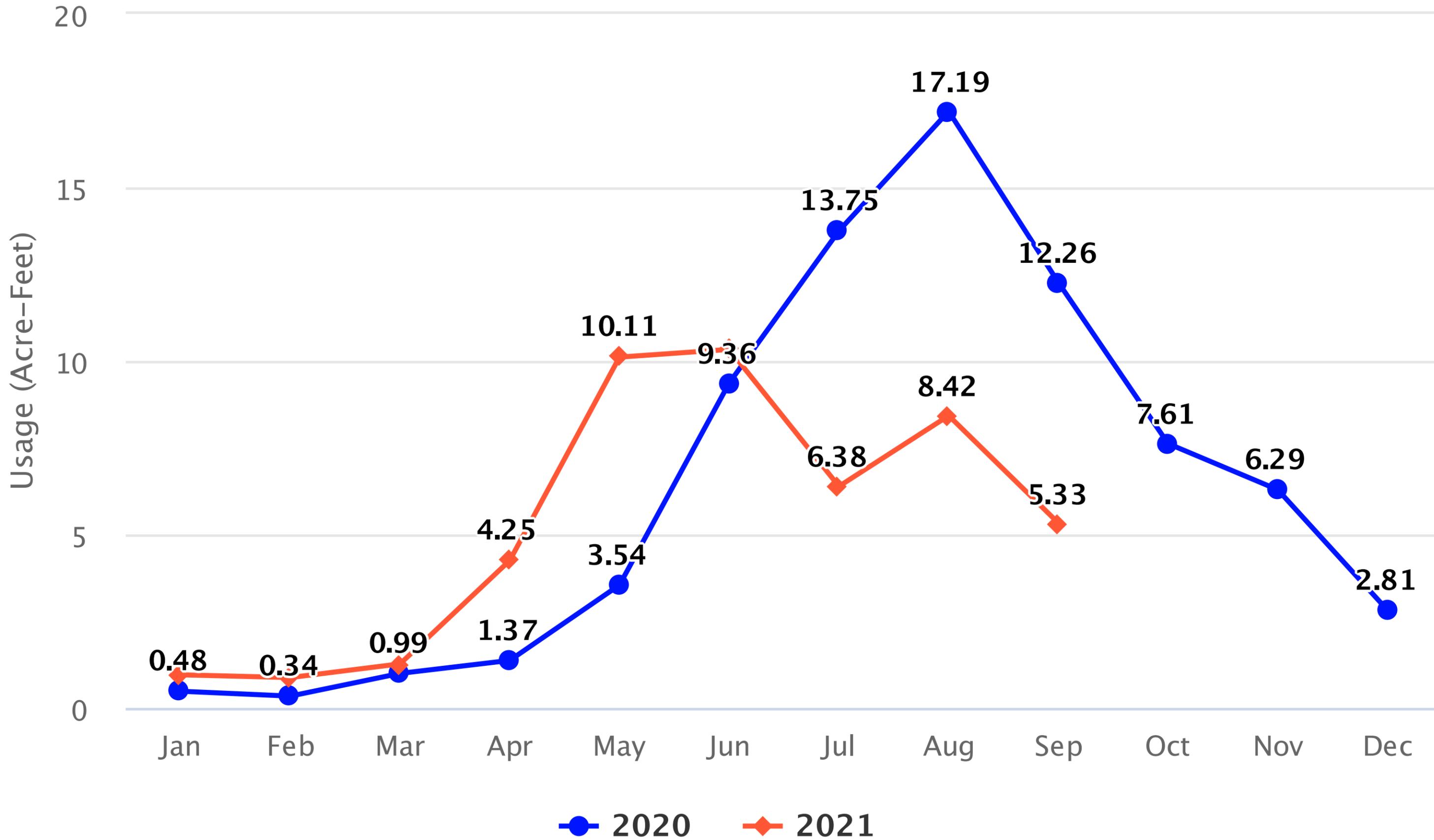
Total Potable



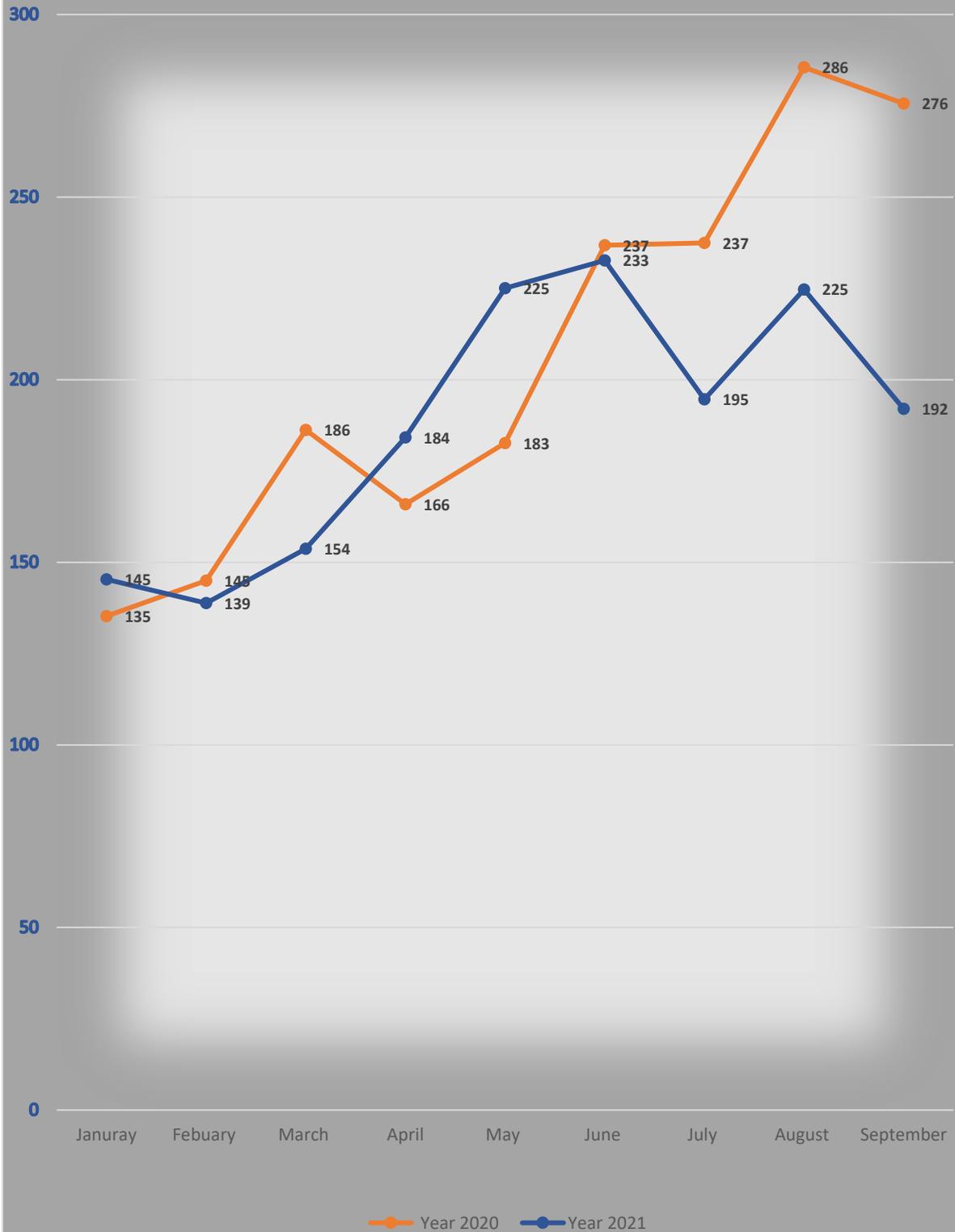
Total Potable



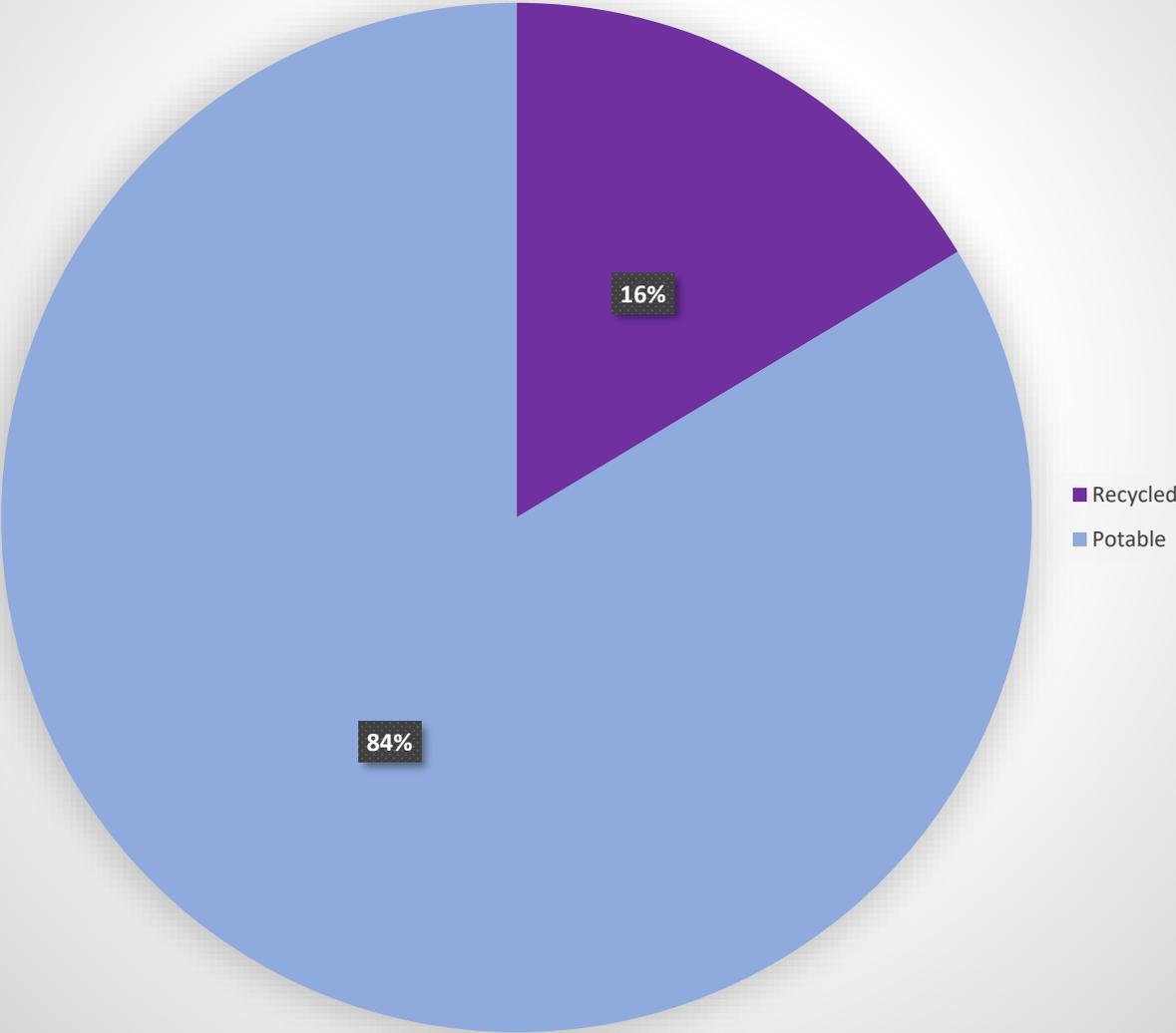
Total Potable



Total Potable Water Consumption 2020 vs 2021 Acre Feet



**Potable vs Recycled
Water Consumption
January - September
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



TITLE

Cost Allocation Plan

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to enter into an agreement with HdL to create and update the City's Cost Allocation Plan.

CONTACT

Lincoln Bogard, Finance Director

BACKGROUND & ANALYSIS

The City is allowed to bill indirect costs to various granting agencies. Without an approved cost allocation plan, a ten percent indirect cost rate is allowable. Approved cost allocation plans can potentially double the claimed rate for indirect costs. With the American Rescue Pan Act Funding of \$4.9 million and the City's interest in pursuing more grant funding wherever possible, this proposed contract should pay for itself in additional cost recovery from granting agencies in future years.

HdL is now offering Cost Allocation Plan services in a partnership with eCivis, which is a prominent player in the field. This service includes the creation of the Cost Allocation Plan on the eCivis platform and updating annually thereafter. eCivis also offers direct contracts with or without the preparation service, but the additional cost for preparation is minimal for a city of our size.

See Attachment 1 for the proposed Resolution and Exhibit A and Exhibit B for the associated Master Service Agreement and Schedule of Services.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

The contract is for three years with an option to extend two additional years with a cost of \$30,000 in year one and \$20,000 in years two through five. This was not included in the FY 2021-22 Adopted Budget. Year one costs will be covered from salary savings from the temporarily vacant Management Analyst II (Accounting Manager) position.

ENVIRONMENTAL REVIEW

Not applicable.

ATTACHMENTS:

1. Resolution - HdL Cost Allocation Plan Contract
2. Exhibit A - HdL - Master Services Agreement
3. Exhibit B - Schedule I to HdL MSA

RESOLUTION NO. 2021-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HDL
TO CREATE AND UPDATE THE CITY'S COST ALLOCATION PLAN.**

WHEREAS, the City needs a Cost Allocation Plan to allow for the recovery of indirect costs for Federal Grant funding; and

WHEREAS, the City's current Cost Allocation Plan was created internally several years ago and is adjusted annually for inflation; and

WHEREAS, HdL provides Cost Allocation Plan services through eCivis and Capital Accounting Partners, offers competitive rates with a sizable portion of public clients in California, and estimates a significant increase in the City's current cost recovery rate.

WHEREAS, the City's Federal Grant funding has increased significantly with the American Rescue Plan Act funding recently awarded; and

WHEREAS, additional opportunities for Federal Grant funding are actively being sought with a goal to increase programs offered and capital projects completed.

WHEREAS, Exhibits A and B, attached hereto and made a part thereof, contain the Master Services Agreement (MSA) and Schedule 1 to the MSA.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby approves the agreement with HdL to create the City's Cost Allocation Plan and to update annually thereafter for the life of the agreement.

BE IT FURTHER RESOLVED that the total not-to-exceed agreement amount is \$70,000 over three years (\$30,000, 20,000, and \$20,000) with an option to extend two additional years at \$20,000 per year.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 19th day of October, 2021, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT

ATTEST:

Leon Garcia, Mayor

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this “Agreement”) is entered into as of [REDACTED], 20 [REDACTED] (the “Agreement Date”) by and between [REDACTED] (“Consultant”), and [REDACTED] (“Client”), which is located within the state of [REDACTED] (the “State”).

WITNESSETH:

WHEREAS, Consultant is engaged in the business of providing consulting, software and other services that help public agencies understand and maximize their collection of sales, use and transactions taxes, business license taxes, property and lodging taxes, and other revenues, as well as their delivery of public services (collectively, “Consultant’s Business”); and

WHEREAS, Client desires to contract with Consultant to obtain one or more of the services included within Consultant’s Business (as provided for in Section 1) upon the terms and conditions contained in this Agreement;

WHEREAS, Consultant desires to contract with Client to render such services upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, Client and Consultant mutually agree as follows:

1. Services.

1.1 Consultant will perform those services included within Consultant’s Business that are described in any and all schedule(s) referencing this Agreement and signed by Client and Consultant as of the Agreement Date or hereafter (individually and collectively, the “Schedule(s)”), upon the terms and conditions contained in this Agreement (including the Schedules) (such services are, collectively, the “Services”). In performing the Services, Consultant is acting as an independent contractor (and not as an agent or employee of Client).

1.2 Client acknowledges and agrees that any other public agency (including, without limitation, any participating government agency) located within or outside of the State (e.g., city, municipality, county, district, public authority or other political subdivision) may procure services for fees and other terms and conditions that are substantially similar to any of the Services, Fees and other terms and conditions set forth in this Agreement, provided that such other public agency executes a separate agreement with Consultant wherein the services rendered to such other public agency, the fees payable by such other public agency, and the other terms and conditions of such separate agreement are the responsibility of Consultant and such other public agency and not Client.

1.3 This Agreement does not limit the right of Consultant to enter into additional contracts with Client or to contract with third parties to provide them with merchandise or services of any kind whatsoever, including, but not limited to, services similar to the Services. During the Term of this Agreement, Client will not, directly or indirectly (except through Consultant), engage any third party to provide the Services or any services similar to the Services.

2. **Fees.** As compensation for performing the Services, Client will pay Consultant the fees, costs and expenses as described in the Schedules (individually and collectively these fees and costs are, the “Fees”). Consultant may perform the Services using professionals from its staff or Consultant’s affiliated entities, and such Services will be invoiced to Client under the same terms applicable to Consultant’s staff. Consultant may increase the Fees from time to time (including, without limitation, as may be described in any of the Schedules). Other than a Fee increase as described in the Schedules, Client may notify Consultant of a request that such Fee increase be modified or revoked and, if Consultant fails to do so to Client’s satisfaction within thirty (30) days after the receipt of such request, Client may terminate this Agreement without cause pursuant to Section 7.3.

3. **Invoices; Payment.**

3.1 Consultant will invoice Client for the Fees earned and/or incurred by Consultant pursuant to this Agreement.

3.2 Invoices are due and payable upon receipt. Interest will begin to accrue on the thirty-first (31st) day following the invoice date on all unpaid balances at a rate of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less. Payments will first be credited to interest and then to principal. In the event that Client disputes an invoice, only that portion so disputed in good faith will be withheld from payment, and the undisputed portion must be timely paid. Interest will accrue on any disputed portion of the invoice not timely paid and will be payable immediately if the disputed invoice is resolved in favor of Consultant.

3.3 If Client fails to fully pay an invoice within 30 days after the invoice date, Consultant may, after giving five (5) days’ prior written notice to Client, suspend the rendering of Services under this Agreement until said invoice is paid in full, together with all interest that has accrued thereon. In the event of such a suspension of Services, Consultant will have no liability to Client for any delays or damages arising therefrom.

4. **Insurance.** Throughout the term of this Agreement, Consultant will maintain the following insurance in not less than the referenced amounts: (a) workers compensation and employers liability insurance as may be required by the State; (b) property damage liability of \$1,000,000 per incident; (c) bodily injury liability of \$1,000,000 per incident; and (d) professional liability for any errors or omissions of \$1,000,000.

5. **Client Support.**

5.1 Client will promptly provide in writing to Consultant all data and other information relating to or which may be necessary for Consultant’s performance of the Services. Without limiting the foregoing, Client will keep Consultant informed on a timely basis in writing as to the existence and amendments of the laws, ordinances and/or regulations under which Consultant is performing the Services (including any adopted by Client). Consultant will be permitted to rely on the accuracy, timeliness and completeness of the information provided by Client, and in no event will Consultant be liable to Client or others as a result of such reliance.

5.2 Client will examine all of Consultant's reports, specifications, notices, proposals and other documents. In the event that Consultant asks for a decision from Client in order for Consultant to perform the Services, Client will render such decision in writing in a timely manner.

5.3 Promptly following any request from Consultant, Client will adopt and maintain in full force and effect resolutions in forms acceptable to Client and in accordance with applicable law authorizing Consultant to examine the confidential sales tax and other relevant records of Client throughout the Term and, for so long as any Fees are still accruing pursuant to this Agreement, after the Term.

5.4 Client will assist Consultant in obtaining such licenses, permits and approvals as may be required by law for performing the Services, and Client will pay all fees, assessments and taxes related to the application, issuance and maintenance thereof.

5.5 The Services do not include services to support, prepare, document, bring, respond to subpoenas, act as a witness, defend or otherwise assist in litigation undertaken or defended by Client, which Consultant may be required by legal process or otherwise or requested by Client to provide (collectively, "Litigation Services"). In this regard, if Consultant agrees with Client or is otherwise required to perform Litigation Services, Client will promptly pay or reimburse Consultant for all of Consultant's costs and expenses related to Litigation Services (including, without limitation, Consultant's attorneys' fees and costs) at Consultant's actual cost, plus ten percent (10%) thereof (all of which are deemed to be additional Fees).

6. Confidentiality; Software Use and Warranty; Records.

6.1 Consultant will comply with the requirements of the applicable laws, ordinances and/or regulations of which it has been informed by Client pursuant to Section 5.1 concerning the confidentiality of tax records. Consultant may publicly state that it performs Services for Client.

6.2 As used herein, the term "proprietary information" means all information, techniques, processes, services or material that has or could have commercial value or other utility for Consultant or in Consultant's Business, including without limitation, (i) software, computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; (iii) desktop or web-based software; (iv) audit, tax or fee collection/administration or business processes, methods or routines; (v) marketing plans, analyses and strategies; (vi) materials, techniques and intellectual property used; and (vii) the Software and the Software's documentation. Except as otherwise required by law, Client must hold in confidence and may not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by Client in connection with this Agreement. The terms of this Section 6.2 do not apply to information that is public information; provided, however, that proprietary information will not qualify as public information if it became public due to Client's (or its employees' or agents') disclosure. Notwithstanding the foregoing, Client shall bear no liability or have any responsibility to protect or withhold from disclosure "proprietary information" unless such information has been clearly marked as such by Consultant or unless Consultant has informed Client, in writing, that the information is proprietary information as defined in this Section 6.2. Further, such "proprietary information" shall not apply to any and all information that Client in good faith believes it is legally obligated to disclose pursuant to legal proceedings, subpoenas, open government laws such as the California Public Records Act, or any other law.

6.3 If access to any software which Consultant owns is provided to Client as part of the Services under this Agreement (including, without limitation, if Client chooses to subscribe to such software and/or related reports as part of the Services pursuant to a Schedule to this Agreement) (such Consultant-owned software is, collectively, the “Software”), Consultant hereby provides a limited, non-exclusive, non-transferable license to Client (including such of Client’s staff as may be designated from time to time by Client and approved by Consultant in writing) to use the Software pursuant to and during the Term of this Agreement.

6.4 The Software must only be used by such authorized Client staff, and Client must not sublicense, sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of the Software. The license granted hereunder does not imply ownership by Client or any of Client’s staff of the Software nor any rights of Client or any of Client’s staff to sublicense, transfer or sell the Software, or rights to use the Software for the benefit of others. Client may not create (or allow the creation of) any derivative work or product based on or derived from the Software or the Software’s documentation, nor modify (or allow the modification of) the Software or the Software’s documentation without the prior written consent of Consultant. In the event of a breach of this provision (and without limiting Consultant’s remedies), such modification, derivative work or product based on the Software or the Software’s documentation is hereby deemed assigned to Consultant. Upon termination of this Agreement or this Software license, this Software license will be deemed to have expired and Client must immediately deactivate, cease using and remove, delete and destroy all the Software (including, without limitation, from Client’s computers and network). **Consultant warrants that the Software will perform in accordance with the Software’s documentation.**

6.5 Notwithstanding anything to the contrary in this Agreement (including any Schedule hereto), if access to any software which Consultant does not own is provided to Client as part of the Services pursuant to this Agreement (including pursuant to any Schedule hereto), Client hereby agrees (i) to comply with all of the terms and conditions imposed on Client’s access to such software (including, without limitation, by Consultant, such software’s owner, and pursuant to applicable law), and (ii) Consultant has no obligation during the Term of this Agreement or thereafter to provide Client with access to such software.

6.6 All documents, preliminary drafts, communications and any and all other work product related to the Services and provided by Consultant to Client either in hard copy or electronically are the joint property of Client and Consultant. This does not include the Software or any other software, any programs, any methodologies or any systems used in the creation of such work product, nor does it include any drafts, notes or internal communications prepared by Consultant in the course of performing the Services that were not otherwise provided to Client in either hardcopy or electronic form, all of which may be protected by Consultant or third party copyrights or other intellectual property and remain Consultant’s or such third parties’ exclusive property (as the case may be). It is possible that any documents, drafts, communications or other work product provided to Client may be alleged to be public records under applicable law and/or may be discoverable through litigation. Well in advance of when Client may disclose such information in response to any request for public records, Client must notify Consultant in writing about the request and, if Consultant requests it, Client must apply for any potential exemption from disclosure that may exist under applicable law.

6.7 Subject to applicable law, Consultant is responsible for retaining all final documents and other final work product related to the Services for a period of not less than three (3) years from the date provided to Client. Retention of any other documents, preliminary drafts, communications and any and all other work product provided to Client by Consultant is the responsibility of Client. Consultant has no responsibility to retain any drafts, notes, communications, emails or other writings created or received by Client in the course of performing the Services (other than the final documents and other final work product related to the Services and provided to Client for the term of years referenced above).

7. Term and Termination.

7.1 The initial term of this Agreement commences as of the Agreement Date and, unless terminated earlier pursuant to any of this Agreement's express provisions, will continue in effect until twelve (12) months from such date (the "Initial Term"). This Agreement will automatically renew for successive twelve (12) month terms unless earlier terminated as set forth in Section 7.2 or 7.3 or either party gives the other party written notice of non-renewal at least one hundred twenty (120) days prior to the expiration of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

7.2 This Agreement may be terminated by either party for cause upon not less than forty-five (45) days' prior written notice given to and received by the other party, if the other party has materially breached this Agreement through no fault of the notifying party and fails to (i) commence correction of such material breach within thirty (30) days of receipt of the above-referenced written notice and (ii) diligently complete the correction thereafter.

7.3 In addition, either party may terminate this Agreement without cause upon not less than one hundred twenty (120) days' prior written notice to the other party.

7.4 On termination, Client will pay Consultant for all Fees and other compensation (including for Litigation Services) earned and/or incurred through the termination date.

8. Indemnification.

8.1 Client agrees to fully and promptly protect, indemnify, reimburse and hold harmless Consultant, its directors, officers, employees, agents, direct and indirect equity holders, and affiliates (collectively, "Consultant Group") from and against any and all liabilities, losses, claims, damages, expenses, and costs (including, without limitation, for attorneys' fees and costs) (each, a "Liability", and collectively, "Liabilities") which are (a) the direct or indirect result of any breach of any representation, warranty or covenant made by or given on behalf of Client under this Agreement, or (b) related to any action or failure to act on the part of any one or more of Consultant Group where such action or failure to act was reasonably and in good faith believed by any of Consultant Group at the time to be in conformity with this Agreement, or (c) otherwise related to or arising out of any negligent act or omission of Client or its directors, officers, employees, agents, direct or indirect equity holders, or affiliates (collectively, "Client Group"). In this regard, Client hereby acknowledges that it is responsible for instructing Consultant regarding Consultant's performance of Services under this Agreement, as well as the interpretation and meaning of the ordinances and/or regulations under which Consultant is performing Services under this Agreement.

Notwithstanding the foregoing, Client's obligations under this Section shall not apply to Liabilities arising out of or in connection with Consultant's violation of law, negligence, or willful misconduct. Further, Client's obligations under this section shall not apply to Liabilities for bodily harm, mental injury, or death, except to the extent caused by Client's sole negligence or willful misconduct. Consultant agrees to protect, indemnify, reimburse, and hold harmless Client, its elected and appointed officials, officers, employees, agents, volunteers, and contractors for Liabilities arising out of or in connection with Consultant's performance Agreement, except such Liabilities arising out of Client's negligence, violation of law, or willful misconduct

8.2 Client will not, without Consultant's prior written consent, settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action, or proceeding or investigation in respect of which indemnification could be sought hereunder (whether or not any of Consultant Group is an actual or potential party to such claim, action or proceeding or investigation), unless such settlement, compromise or consent includes an unconditional release of each of Consultant Group from all liability arising out of such claim, action, proceeding or investigation and includes an explicit disclaimer of responsibility of any kind on the part of Consultant Group.

9. Liability Limitations; Governing Law; Dispute Resolution.

9.1 To the maximum extent permitted by law and notwithstanding anything to the contrary in this Agreement:

9.1.1 Except as may otherwise be expressly set forth in this Agreement, Consultant makes no warranty of any kind with respect to the Services or the Software, express or implied. Consultant hereby disclaims all other warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title and non infringement. Consultant disclaims all warranties and responsibility for third party software.

9.1.2 In no event will any of Consultant Group be liable for any lost revenues or lost profits, or any special, incidental, or consequential damages of any nature whatsoever, even if such restrictions deprive one or more remedies of their essential purpose. This damage exclusion is independent of any remedies provided for herein.

9.1.3 None of Consultant Group or Client will have any Liability (whether direct or indirect, in contract or tort or otherwise) related to, arising out of, or in connection with this Agreement or to any of Client Group acting on any advice given or opinion rendered by any of Consultant Group, except to the extent that such Liability is found by a court of competent jurisdiction in a judgment which has become final and that it is no longer subject to appeal or review to have resulted solely from such Consultant Group's or Client's, respectively, willful misconduct, violation of law, or negligence.

9.2 The law of the State of California will govern the validity of this Agreement, its interpretation and performance, and any other claims related to it, without regard to the State's conflict of laws rules. Venue for any legal action arising out of this Agreement will be proper only in the Superior Court for Napa County, California or, for federal issues, the United States District Court for the Northern District of California. The parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either party might be entitled by domicile or otherwise.

9.3 If either party is required to bring legal action to enforce its rights under this Agreement or as the result of a breach of this Agreement, the costs and expenses of the prevailing party, including reasonable attorneys' fees, will be paid by the non-prevailing party in an amount not to exceed \$50,000.

9.4 A breach of this Agreement by either party may cause the other party hereto irreparable harm, the amount of which may be difficult to ascertain, and therefore such other party will have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any further breach and for such other relief as such other party may deem appropriate. Such right is in addition to the remedies otherwise available to such other party at law or in equity. The parties hereto expressly waive the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction hereunder for the posting of a bond.

10. General Legal Provisions.

10.1 Authorization to Proceed. Each Schedule must be signed by both Client and Consultant before such Schedule will be binding on the parties hereto.

10.2 Force Majeure. Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, epidemics, pandemics or other health emergencies, or other events beyond the control of Consultant.

10.3 Amendment; Waiver. Any provisions of this Agreement (including, without limitation, any Schedules or provisions within any Schedules) may be amended or terminated if in writing and signed by both Client and Consultant. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to be valid unless acknowledged by such party in writing, and such waiver will not extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

10.4 Severability and Survival. If any provision in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Notwithstanding any other provisions of this Agreement (including, without limitation, Section 7), Sections 3, 5.5, 6, 7, 8, 9 and 10 will survive the termination of this Agreement.

10.5 No Third-Party Beneficiaries; Services Limited to Agreement. Except as set forth in Section 8, this Agreement gives no rights or benefits to anyone other than Client and Consultant and has no third-party beneficiaries. The Services to be performed for Client by Consultant are defined solely by this Agreement (including the Schedules), and not by any other contract or agreement that may be associated with performing the Services.

10.6 Assignment. This is a bilateral personal services agreement. Neither party will have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. This Agreement is binding on the successors and assigns of the parties hereto. Notwithstanding anything to the contrary,

Consultant may, from time to time, utilize one or more third parties to provide certain of the Services (including, but not limited to, as may be set forth in one or more of the Schedules).

10.7 Notices. All notices under this Agreement must be in writing and will be deemed to have been given when such notice is received (i) from United States Postal Service First Class Certified Mail, Return Receipt Requested, (ii) by courier service, or (iii) by email; provided, however, that notices received on a weekend or holiday or on a business day after 4:00 p.m. local time will be deemed to have been received on the next business day. Notices will, unless another address is specified in writing, be sent to the addresses indicated below (each of which must include a street address and an email address): Consultant: [REDACTED], Attn: [REDACTED], Email: [REDACTED]; and Client: [REDACTED], Attn: [REDACTED], Email: [REDACTED].

10.8 Entire Agreement; Conflict. This Agreement (which includes any Schedules or amendments dated as of the Agreement Date or hereafter, including without limitation, amendments of the main body of this Agreement or the Schedules that may add to, subtract from, modify or clarify the Term, the scope of Services and/or the amount of Fees) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof. Should there ever be a conflict between the terms and conditions of any Schedules and the remainder of this Agreement as set forth in the main body of this Agreement, the terms and conditions of the remainder of this Agreement as set forth in the main body of this Agreement will prevail and be controlling; provided, however, that should there ever be a conflict between the terms and conditions of this Agreement (including any Schedules) and (i) any amendments hereof, the terms and conditions of the amendments hereof will prevail and be controlling, and (ii) the terms and conditions of any Schedule that expressly provides for them to supersede any terms and conditions of the main body of this Agreement, such terms and conditions of such Schedule will prevail and be controlling.

10.9 Counterparts; Electronic Signatures; Authority. This Agreement may be signed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signed signature pages of this Agreement transmitted by email or other electronic means in a portable document format (PDF) or other clear and visible electronic format will have the same legal effect as an original. Each of the persons signing on behalf of a party hereto represents that he or she has the authority to sign this Agreement on such party's behalf.

10.10 No Adverse Construction. Both parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement will not be construed against either party based upon authorship. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

[Signatures are on the next page]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement through their duly authorized representatives as of the Agreement Date.

CONSULTANT:

CLIENT:



By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

[Any Schedule or Schedules may (but is/are not required to) be attached hereto]

SCHEDULE I
Indirect Cost Recovery Services and Fees

SCHEDULE I – This Schedule I provides the scope of Services and Fees for indirect cost recovery pursuant to the Master Services Agreement dated _____, 202_ (“MSA”).

The MSA includes the main body of the MSA, this Schedule, and all other Schedules to the MSA. Terms not otherwise defined herein have the definitions given to them within the main body of the MSA.

SERVICES

- 1. Indirect Cost Recovery Services.** Consultant will coordinate provision of the following indirect cost recovery Services to Client intended to help reduce costs and increase revenues from federal and non-federal grant programs for which Client may be eligible to receive reimbursements for indirect costs:
 - 1.1. Calculation of Client’s cost allocation plan and Client’s indirect cost rate proposal (ICRP) going back two years (with the intention of maximizing eligible cost reimbursements).
 - 1.1.1.Meetings between Consultant and Client to facilitate data collection.
 - 1.1.2.Assistance with ICRP review, updating and finalization.
 - 1.2. Submit Client’s ICRP for approval by the applicable government agency.
 - 1.3. Negotiate the ICRP on Client’s behalf with the cognizant agency.
 - 1.4. Review Client’s grant portfolio and relevant notices of funding availability for requirements and restrictions on grants relating to indirect cost recovery.
 - 1.4.1.Work with Client’s personnel to identify which funding sources already have been issued for immediate drawdown and which require submission through the grant program for approval.
 - 1.4.2.Reach out to and negotiate with grant programs that require approval of additional reimbursement based on a negotiated indirect cost rate agreement.
 - 1.5. Prepare and review drawdown requests and manage the cost recovery process until Client receives funding.
 - 1.5.1.Work with Client’s personnel to prepare drawdown claims based on the applicable grant program protocols.
 - 1.5.2.Calculate potential reimbursement amounts.
 - 1.5.3.For its part, Client covenants to (i) submit/process with the cognizant agency all claims for drawdowns that it has prepared with assistance from Consultant; and (ii) notify Consultant within five (5) business days after Client’s submission of any drawdown claim that such drawdown claim has been submitted. In addition, Client acknowledges and agrees that Client is responsible for confirming the accuracy of all calculations and documentation prepared prior to being submitted to any grant program.
 - 1.6. Some or all of the Services may be provided by Consultant either indirectly (through one or more third parties as may be designated by Consultant in writing from time to time) or directly.

FEES

2. Indirect Cost Recovery Services Fees.

- 2.1. The Fees payable by Client for Consultant’s performance of the indirect cost recovery Services described above are as follows:

Three-Year Contract with Additional Two-Year Option	
Year 1	\$30,000.00
Year 2	\$20,000.00
Year 3	\$20,000.00
Years 4-5	\$20,000.00

SCHEDULE I
Indirect Cost Recovery Services and Fees

- 2.2. Fees for travel and lodging expenses will be invoiced at cost and applied to all meetings with Client (including implementation, training, operations and support). Travel expenses must be pre-approved by Client.
- 2.3. Client will be invoiced not more than monthly for Fees arising from the Services.
- 2.4. Notwithstanding anything to the contrary (including any longer period of time that may be permitted within the main body of the MSA), Client must pay the invoiced Fees to Consultant within 30 days after receipt of Consultant's invoice.

IN WITNESS WHEREOF, the parties hereto have entered into this Schedule I to the MSA through their duly authorized representatives as of _____, 202_.

CONSULTANT:

CLIENT:

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____



TITLE

AB1600 Annual Report

RECOMMENDATION

Receive and file the Development Impact Fee Report for the Fiscal Year ended June 30, 2021.

CONTACT

Lincoln Bogard, Finance Director

BACKGROUND & ANALYSIS

The City Council of American Canyon has established and adopted various Development Impact Fees to finance necessary infrastructure improvements associated with new development. The City maintains collected Development Impact Fees in separate funds, namely: Fund 275 (General Plan Update Fee), Fund 310 (Parks Impact Fees), Fund 320 (Traffic Impact Fees), Fund 330 (Civic Facilities Impact Fees), Fund 340 (Affordable Housing In-Lieu Fees), Fund 370 (Zero Water Footprint), Fund 520 (Water Capacity Fees), and Fund 550 (Wastewater Capacity Fees).

Government Code Section 66006, commonly referred to as AB1600, requires municipalities that have imposed impact fees to annually account for the fees and make the report available to the public. The report must include the beginning and ending balances of the fiscal year, interest income, expenditures and refunds pursuant to Government Code Section 66001(f).

Government Code Section 66006(d) also provides that every five years, the local agency shall make findings with respect to any portion of the fee remaining unexpended, whether committed or uncommitted. The report must include the purpose and brief description of the type of fee in the account or fund, the relationship between the fee and the purpose for which it is charged, all sources and amounts of funding anticipated to complete financing in incomplete improvements and designate approximate dates on which the funding is expected.

See [Attachment 1](#) for the Development Impact Fees Notice and [Exhibit A](#) for the associated AB1600 FY 2020-2021 Annual Impact Fee Report.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

None.

ENVIRONMENTAL REVIEW

Not applicable.

ATTACHMENTS:

1. [Development Impact Fees Notice](#)
2. [Exhibit A - Impact Fee Analysis as of 06/30/2021](#)



**CITY OF AMERICAN CANYON
NOTICE OF AVAILABILITY OF INFORMATION**

**Information Related to Development Impact Fees (AB1600)
Issue Date: September 10, 2021**

Notice is hereby given that as of the date noted above, the City of American Canyon has made available to the public a draft Development Impact Fee Report for the Fiscal Year Ended June 30, 2020 in compliance with the reporting requirements of California Government Code Section 66006, including Section 66006(b)(2).

The final report will be considered by the City Council at a regularly-scheduled City Council meeting on October 5, 2021, beginning at 6:30 p.m. or soon thereafter in the American Canyon City Council Chambers, 4381 Broadway, Suite 201, American Canyon, CA 94503.

The proposed Report on Development Impact Fees may be examined for no charge at the City of American Canyon City Clerk's Office during normal business hours between 8:30 a.m. and 5:00 p.m., Monday through Friday, with the exception of holidays.

Interested citizens are invited to attend and participate in the meeting and present written and/or oral testimony concerning the Development Impact Fee Report. If you are unable to attend the meeting, you may send written comments to the City Clerk prior to the meeting at the address listed above or via email to tgeilfuss@cityofamericancanyon.org. Any questions concerning the report may be directed to the Finance Director at 707-647-4362. Legal challenges to these proceedings may be limited to only the issues you or someone else raised at the public hearing or submitted in writing to the City prior to the hearing.

Lincoln J. Bogard

Lincoln Bogard
Finance Director





AB1600
Annual Compliance
Development Impact Fee Report
as of 6/30/2021

CITY OF AMERICAN CANYON
General Plan Update Fee Analysis
As of 6/30/2021

The General Plan Update Fees are collected to update the general plan to meet the demand of new development.

GENERAL PLAN UPDATE FEE AMOUNT

Land Use	Unit	General Plan Update Fee
Residential	\$ 2,159.20	
Accessory Dwelling Unit	2,455.11	
Commercial, Office, Industrial	845.59	

GENERAL PLAN UPDATE FEE ACTIVITY

Audited Beginning Fund Balance July 1, 2020		<u>\$ 222,691</u>
Fiscal Year 2020-2021 Activity	<i>Budget</i>	<i>Actual</i>
Revenues:		
General Plan Update Fee	\$ -	\$ 2,342
Interest Earnings	-	200
Total Revenues and Other Sources	<u>\$ -</u>	<u>\$ 2,541</u>
Expenditures:		
Transfers Out to Gen Govtl CIP Fund	\$ -	-
Total Expenditures	<u>\$ -</u>	<u>\$ -</u>
Unaudited Fund Balance at 6/30/2021	<u>\$ 222,691</u>	<u>\$ 225,232</u>

CITY OF AMERICAN CANYON
General Plan Update Fee Analysis
As of 6/30/2021

CAPITAL PROJECTS

		<i>Budget</i>	<i>Expenses</i>
FY 2020-21 Capital Projects:			
CD Update Project	CD19-0100	\$ -	\$ -
Total CIP		-	-
Use of Fees:			
Capital Projects Budgeted in FY 2021-22:			
CD Update Project	CD19-0100		54,800
Total CIP Budget			\$ 54,800

CITY OF AMERICAN CANYON
Parks Impact Fee Fund Analysis
As of 6/30/2021

Park Impact Fees are collected to provide revenue for purchase and development of additional parks and recreational opportunities due to the additional impact of new residences

PARKS IMPACT FEE AMOUNT

	Per Dwelling Unit	Per Accessory Dwelling Unit
Parks and Recreation		
Parkland Acquisition	\$ 2,159.20	
Parkland Development	2,455.11	
Community Gym	845.59	
Aquatic Center/Pool	286.33	
Aquatic Center/Slide	60.15	
Total Parks & Recreation Fees	\$ 5,806.38	\$ 1,591.35

PARKS IMPACT FEE CAPITAL PROJECT ACTIVITY

Audited Beginning Fund Balance July 1, 2020		<u>\$ 1,259,679</u>
Fiscal Year 2020-2021 Activity	<u>Budget</u>	<u>Actual</u>
Revenues:		
Park Development Fee:	\$ -	\$ 4,719
Interest Earnings	14,000	6,462
Total Revenues and Other Sources	<u>\$ 14,000</u>	<u>\$ 11,182</u>
Expenditures:		
Transfers Out to Gen Govtl CIP Fund	\$ 175,300	\$ 15,217
Total Expenditures	<u>\$ 175,300</u>	<u>\$ 15,217</u>
Unaudited Fund Balance at 6/30/2021	<u>\$ 1,098,379</u>	<u>\$ 1,255,643</u>

CITY OF AMERICAN CANYON
Parks Impact Fee Fund Analysis
As of 6/30/2021

CAPITAL PROJECTS

		<i>Budget</i>	<i>Expenses</i>
FY 2020-21 Capital Projects:			
CD Update Project	CD19-0100	\$ 150,000	\$ 15,217
Newell Open Space	PR13-0200	10,026	-
Total CIP		\$ 160,026	\$ 15,217

Use of Fees:

Capital Projects Budgeted in FY 2021-22:			
CD Update Project	CD19-0100		134,783
Newell Open Space	PR13-0200		160,100
Total CIP Budget			\$ 294,883

CITY OF AMERICAN CANYON
Traffic Impact Fee Fund Analysis
As of 6/30/2021

Traffic Impact Fee Fund are collected to reduce the impact of additional traffic related to new development

TRAFFIC IMPACT FEE AMOUNT

Per Net
New Daily Per Accessorry
Trip Dwelling Unit
\$ 618.18 \$ 1,073.19

TRAFFIC IMPACT FEE CAPITAL PROJECT ACTIVITY

Audited Beginning Fund Balance July 1, 2020		<u>\$ 3,905,481</u>
	Fiscal Year 2020-2021 Activity	<u>Budget</u> <u>Actual</u>
Revenues:		
Traffic Impact Fee		\$ 1,967,700 \$ 1,155,333
NLP Ph2 Bldg 4	\$ 1,000,000	
NLP Ph2 Bldg 5	666,100	
Rio Del Mar	23,500	
Home 2 Suites	278,100	
Interest Earnings		45,000 24,369
Total Revenues and Other Sources		<u>\$ 2,012,700</u> <u>\$ 1,179,701</u>
Expenditures:		
Transfer Cap Projs Fund - Gen Gov		3,005,400 472,192
2020 Annual Pavement Management (TR20-0100) Adjustment		(358)
Total Expenditures		<u>\$ 3,005,400</u> <u>\$ 471,835</u>
Unaudited Fund Balance at 6/30/2021		<u>\$ 2,912,781</u> <u>\$ 4,613,347</u>
Unaudited Fund Balance:		
Fund Balance - Unassigned/Undesignated		\$ 4,216,929
Designated for SR29 South Corridor		291,418
Designated for SR29 Green Island Road		70,000
Designated for Pedestrian Safety South Side of AC Rd VVR		35,000
Unaudited Fund Balance at 6/30/2021		<u>\$ 4,613,347</u>

CITY OF AMERICAN CANYON
Traffic Impact Fee Fund Analysis
As of 6/30/2021

CAPITAL PROJECTS

		<i>Budget</i>	<i>Expenses</i>
Capital Projects:			
CD Update Project	CD19-0100	\$ 100,000	\$ 49,782
Devlin Road Extensio Segment H	TR14-0100	2,704,843	369,249
GI Rd Reconstruction & Widening	TR16-0700	150,712	53,161
Total CIP Expenditures		\$ 2,955,555	\$ 472,192

Use of Fees:

Capital Projects Budgeted in FY 2021-22:			
CD Update Project	CD19-0100		\$ 50,218
GI Rd Reconstruction & Widening	TR16-0700		97,551
Total CIP			\$ 147,769

Traffic Signal Payment **\$1,953,600**

Below are fees received that are specifically designated:

Designated Fund Balances:	Amount
SR 29 South Corridor	\$ 291,418
SR29 Green Island Road - to be spent at Green Island and SR29 Intersection. This amount could be used on TR16-0700 (Green Island Widening) if project includes improvements to Green Island Road and SR29 Intersection.	\$ 70,000
VVR Pedestrian Safety - South Side of American Canyon Road	\$ 35,000

CITY OF AMERICAN CANYON
Civic Facilities Impact Fee Fund Analysis
As of 6/30/2021

Civic Facility Impact Fee are collected to provide additional space for City departments due to the impact of additional businesses and residents.

CIVIC FACILITY IMPACT FEE AMOUNT

	Per Residential Unit	Per Accessory Dwelling Unit	Per Commercial Square Ft	Per Office Square Ft	Per Industrial Square Ft
Civic Facilities					
City Hall Expansion	\$ 280.39	\$ 77.00	\$ 0.15	\$ 0.28	\$ 0.10
Police Station	84.91	23.25	0.04	0.08	\$ 0.04
Aquatic Center Offices	260.28	71.47	0.04	0.06	\$ 0.01
Constuction - City Library	982.95	269.65	0.15	0.24	\$ 0.08
Corp Yard Expansion and offsite Improvements	77.09	21.17	0.01	0.04	\$ 0.01
Subtotal - Civic Facilities	\$ 1,685.62	\$ 462.54	\$ 0.39	\$ 0.70	\$ 0.24

CIVIC IMPACT FEE CAPITAL PROJECT ACTIVITY

Audited Beginning Fund Balance July 1, 2020		<u>\$ 1,453,138</u>
	Fiscal Year 2020-2021 Activity	
		<u>Budget Actual</u>
Revenues:		
Civic Facilities Impact Fee		\$ 387,600 \$ 61,799
NLP Ph2 Bldg 4	\$ 172,000	
NLP Ph2 Bldg 5	114,600	
SDG 217 Warehouse	53,200	
ALF Senior Facility	16,700	
Rio Del Mar	11,700	
NJ III Pad 6B	1,600	
Home2 Suites	14,400	
Copart	3,400	
Interest Earnings		9,000 7,667
Total Revenues and Other Sources		<u>\$ 396,600 \$ 69,466</u>
Expenditures:		
Transfer to Debt Service		\$284,200 284,024
Total Expenditures		<u>\$ 284,200 \$ 284,024</u>
Unaudited Fund Balance at 6/30/2021		<u>\$ 1,565,538 \$ 1,238,580</u>
Unaudited Fund Balance:		
Fund Balance - Unassigned/Undesignated		\$ 738,580
Designated for CF East of SR29 Loc TBD		500,000
Unaudited Fund Balance at 6/30/2021		<u>\$ 1,238,580</u>

Use of Fees:

Future Capital Projects for Use of the Civic Impact Fee Fund:		
Community Center and Permanent Library		CF2X-0300 1,875,200
Modifications to EOC		

CITY OF AMERICAN CANYON
Affordable Housing Fee Fund Analysis
As of 6/30/2021

The City accounts for fees collected from developers in lieu of providing affordable housing in an Affordable Housing Fund. Amounts collected are used for certain housing related expenses to maintain affordable housing in the community. Assistance is provided to low income and very low income residents for a variety of services including landlord tenant issues, section 8 housing voucher program, farm worker housing contribution, maintenance of qualifying city owned housing and administration of the City's rent stabilization ordinance.

AFFORDABLE HOUSING NEXUS FEE AMOUNT

Type of Use	Per Gross Square Ft
Residential, Single Family, Townhouse	\$ 3.29
Residential, Single Family, Apartment	\$ 3.82
Office	\$ 0.83
Hotel	\$ 0.83
Retail	\$ 0.83
Warehouse	\$ 0.55
Industrial	\$ 0.55
All Other Non-Residential	\$ 0.83

AFFORDABLE HOUSING IN LIEU FEE CAPITAL PROJECT ACTIVITY

Audited Beginning Fund Balance July 1, 2020		<u>\$ 263,954</u>
	Fiscal Year 2020-2021 Activity	
		<u><i>Budget</i></u> <u><i>Actual</i></u>
Revenues:		
Affordable Housing Nexus Fee		1,054,500 \$ 118,159
NLP Ph2 Bldg 4	\$ 372,100	
ALF Senior Facility	256,200	
NLP Ph2 Bldg 5	247,800	
SDG 217 Warehouse	117,300	
Home 2 Suites	48,100	
Copart	7,600	
NJ III Pad 6B	5,400	
Interest Earnings		6,500 837
Miscellaneous Revenue - AFH Loan Payoff		- 11,059
Total Revenues and Other Sources		<u>\$ 1,061,000 \$ 130,055</u>

CITY OF AMERICAN CANYON
Affordable Housing Fee Fund Analysis
As of 6/30/2021

Expenditures:

Other Professional Services:		\$ 134,000		
City of Napa - Affordable Housing Program Services	\$ 87,000		\$	87,000
Fair Housing Napa Valley - Fair Housing Program	47,000			45,000
Miscellaneous	-			-
Total Expenditures		\$ 134,000	\$	132,000
Unaudited Fund Balance at 6/30/2021		\$ 1,190,954	\$	262,010

NLP Phase 2 – South Kelly Road. This amount could be used for improvements to the intersections of South Kelly Road and SR29 and South Kelly Road and Devlin Road.

VVR Pedestrian Safety - South Side of American Canyon Road

The ending balance of this fund will be used in FY 2021-22 for the same expenses in FY 2020-21 as described above.

CITY OF AMERICAN CANYON
Zero Water Footprint Impact Fee Analysis
As of 6/30/2021

Zero Water Footprint Mitigation Impact Fees are collected to offset new water demand associated with development projects.

ZERO WATER FOOTPRINT IMPACT FEE AMOUNT depends on the size and scope of the project and a variety of methods may be used for offsetting the increase in potable water consumption.

ZERO WATER FOOTPRINT IMPACT FEE CAPITAL PROJECT ACTIVITY

Audited Beginning Fund Balance July 1, 2020		<u>\$</u>	<u>237,800</u>
	Fiscal Year 2020-2021 Activity	<u>Budget</u>	<u>Actual</u>
Revenues:			
Developer Contributions In Lieu		<u>\$</u>	<u>284,400</u>
Gateway East Winery	\$ 31,000		\$ 83,020
Gateway East Building 2	2,900		
Napa Commerce Center	11,500		
Rio Del Mar	39,200		
ALF Senior Facility	42,900		
Sheehy Bldg	13,500		
NVTA	26,900		
SDG 217 Warehouse	2,500		
Home 2 Suites	47,500		
Greenwood	4,800		
Redwood Credit Union	30,200		
Gateway East Building 1	2,900		
Copart	23,100		
NJ III Pad 6B	5,500		
Interest Earnings		<u>2,000</u>	<u>1,449</u>
Total Revenues and Other Sources		<u>\$ 286,400</u>	<u>\$ 84,469</u>
Expenditures:			
Professional Services		<u>\$ -</u>	<u>\$ -</u>
Transfers Capital Projects Fund - Water		<u>427,600</u>	<u>-</u>
Total Expenditures		<u>\$ 427,600</u>	<u>\$ -</u>
Unaudited Fund Balance at 6/30/2021		<u>\$ 96,600</u>	<u>\$ 322,269</u>

CITY OF AMERICAN CANYON
Zero Water Footprint Impact Fee Analysis
As of 6/30/2021

CAPITAL PROJECTS		<i>Budget</i>	<i>Expenses</i>
Capital Projects:			
Recycled Water 3 Benton Way	RW17-0100	\$ 427,509	\$ -
Total CIP Expenditures			\$ -
Use of Fees:			
Capital Projects Budgeted in FY 2021-22:			
Recycled Water 3 Benton Way	RW17-0100		\$ 427,509
Total CIP Budget			\$ 427,509

CITY OF AMERICAN CANYON
Water Capacity Fee Fund Analysis
 As of 6/30/2021

Water Capacity fees are collected to pay for expansion of water infrastructure and facilities.

WATER CAPACITY IMPACT FEE AMOUNT

Land Use	Units	EDU	Water Capacity Fee
Accessory Dwelling Unit	Each	0.00	\$ 0.00
Single Family	Each	1.00	\$ 17,127.00
Multi-Family	Unit	0.65	\$ 11,599.00
Commercial/Industrial	GPD	N/A	\$ 26.25

WATER CAPACITY FEE CAPITAL PROJECT ACTIVITIES

Working Capital July 1, 2020 \$ 5,022,058

Fiscal Year 2020-2021 Activity	<u>Budget</u>	<u>Actual</u>
Revenues:		
Capacity Fee	\$ 1,399,800	\$ 865,339
SDG 217 Warehouse	\$ 15,600	
Sheehy Bldg	53,200	
Gateway East Bldg 1	11,700	
Gateway East Winery	172,800	
Copart	185,700	
NLP Phase 2 Bldg 4	25,500	
Gateway East Bldg 2	11,700	
Napa Commerce Center	46,300	
Greenwood	38,900	
Home 2 Suites	208,700	
Rio Del Mar	64,600	
ALF Senior Facility	148,400	
Redwood Credit Union	216,600	
NVTA	108,000	
NLP Phase 2 Bldg 5	17,000	
NJ III Pad 6B	26,700	
Rio Del Mar Parcel Map	48,400	
Interest	55,000	28,787
Total Revenues and Other Sources	<u>\$ 1,454,800</u>	<u>\$ 894,126</u>

CITY OF AMERICAN CANYON
Water Capacity Fee Fund Analysis
As of 6/30/2021

Expenditures:

Advances:

Interest Expense - WWtr Capacity (3% Interest Rate)	\$ 147,212	\$ 311,935
Various CIP Projects		
Interest Expense - Water Operations (LAIF Interest Rate)		30,088
Past operating deficits and CIP expenses		

Transfers to Capital Project Funds:

Transfer to Cap Proj Fund - Gen Gov	1,452,200	3,552
Transfer to Cap Proj Fund - Water	-	0

Total Expenditures	\$ 1,599,412	\$ 345,575
Total Resources Available at 6/30/2021	\$ 4,877,446	\$ 5,570,609

CAPITAL PROJECTS

		<i>Budget</i>	<i>Expenses</i>
Capital Projects:			
CD Update Project	CD19-0100	\$ 50,000	\$ 2,806
Devlin Road Extension Segment H	TR14-0100	1,399,294	746
Engie Energy Services	UM20-0100	179,882	0
Total CIP Expenditures		\$ 1,629,176	\$ 3,552

Use of Fees:

Capital Projects Budgeted in FY 2021-22:

CD Update Project	CD19-0100	\$ 47,194
Devlin Road Extension Segment H	TR14-0100	1,398,548
Total CIP		\$ 1,445,742

Part of the ending balance of this fund will be used for the Master Plan Updates, Recycled Water Delivery - Dodd Court, Potable Water Storage Tank - HP. The fund can also be used for the Eastside Storage Tanks #1 as part of the Water Capacity Fee Program to increase storage for main

Note: Interest Expenses made from this fund were for Internal Loans from Wastewater Capacity for various CIP projects and Water Operations for past operating deficits and CIP expenses. The Finance Committee will make a decision whether to reclassify the loans for CIP projects as Transfers. Beginning in FY 2021-22,

CITY OF AMERICAN CANYON
Wastewater Capacity Fee Fund Analysis
As of 6/30/2021

Wastewater Capacity fees are collected to pay for additional wastewater infrastructure and facilities.

WASTEWATER CAPACITY IMPACT FEE AMOUNT

Land Use	Units	EDU	Wastewater Capacity Fee
Accessory Dwelling Unit	Each	0.00	\$ 0.00
Single Family	Each	1.00	\$ 10,696.00
Multi-Family	Unit	0.65	\$ 6,952.00
Commercial/Industrial	GPD	N/A	\$ 35.66

WASTEWATER CAPACITY FEE CAPITAL PROJECT ACTIVITIES

Working Capital July 1, 2020 \$ (1,311,959)

Fiscal Year 2020-2021 Activity	<u>Budget</u>	<u>Actual</u>
Revenues:		
Wastewater Capacity Fee	\$ 568,600	\$ 347,710
NLP Ph2 Bldg 4	\$ 18,000	
NLP Ph2 Bldg 5	12,100	
SDG 217 Warehouse	9,700	
Copart	88,200	
NJ III Pad 6B	21,200	
ALF Senior Facility	163,800	
Home 2 Suites	181,600	
Rio Del Mar	74,000	
Interest from Advances to Water Cap & WW Ops	159,600	150,939
Total Revenues and Other Sources	<u>\$ 728,200</u>	<u>\$ 498,649</u>
Expenditures:		
Transfers to Capital Project Funds:		
Transfer to Cap Proj Fund - Gen Gov	50,000	2,806.07
Transfer to Cap Proj Fund - Wastewater CIP	76,000	-
Total Expenditures	<u>\$ 126,000</u>	<u>2,806.07</u>
Total Resources Available at 6/30/2021	<u>\$ (709,759)</u>	<u>\$ (816,116)</u>

CITY OF AMERICAN CANYON
Wastewater Capacity Fee Fund Analysis
As of 6/30/2021

CAPITAL PROJECTS

		Budget	<i>Expenses</i>
Capital Projects:			
CD Update Project	CD19-0100	\$ 50,000	\$ 2,806
Total Expenditures		\$ 50,000	\$ 2,806

Note: Interest Earnings from this fund were for Internal Loans to Water Capacity Fee Fund for Various CIP Projects and Wastewater Operations Fund for past operating deficits and CIP expenses. The Finance Committee will make a decision whether to reclassify the loans for CIP projects as Transfers.

Use of Fees:

		Budget
Capital Projects Budgeted in FY 2021-22:		
CD Update Project	CD19-0100	



TITLE

Ballot Measure - Municipal Code Amendment Establishing Mayor and Councilmember Term Limits

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, 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 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 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 Supervisorsof Napa County is hereby requested to consent to having the Registrar of Voters rendersuch 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 at a regularly scheduled meeting of the City Council of the City of American Canyon held on the ____ day of _____, 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

ORDINANCE NO. 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 the, 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 the, 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.

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 19th day of October 2021, by the following vote:

Ayes:

Notes:

Abstain:

Absent:

Leon Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney



TITLE

Capacity Fee Waiver for Napa Junction Elementary School

RECOMMENDATION

Adopt a Resolution approving a Napa Valley Unified School District request for a waiver of Water and Wastewater Capacity Fee Consistent with American Canyon Municipal Code Section 13.06.110.

CONTACT

Jason B. Holley, City Manager

BACKGROUND & ANALYSIS

The Napa Valley Unified School District (NVUSD) has completed the new Napa Junction Elementary School. Capacity fees are one-time fees required for new developments - including schools - for connection to the city's utility systems. In accordance with APMC 13.06.110, an applicant may request a waiver of the capacity fee if the project provides a needed public service to the City.

Established in 1965, NVUSD serves the community of American Canyon. Locally, the District is comprised of five public schools serving more than 2,600 students in Transitional Kindergarten (TK) through Grade 12, and in Adult Education. More than 50% of American Canyon household have school-aged children and almost all of them are served by the District.

As noted in the District's [2021 Demographic Study](#), student enrollment is expected to decline for the foreseeable future. This trend is primarily evidenced by smaller incoming kindergarten cohorts. In short, the divergence is caused by the increasing cost of housing throughout the region which delays the onset of child-rearing by new families while attrition from graduating students continues unabated. As long as births remain lower than previous norms, it is unlikely for the trend to reverse itself. These findings are among the reasons the District will not be constructing a 2nd middle school in American Canyon. In 2007, the District previously pre-paid approximately (\$520,172) in water/wastewater connection fees for that project and it is appropriate to refund that pre-payment amount.

The District receives operating funds based on student enrollment. As described above, both

continue to decline. Funding for capital improvements for new projects generally comes from developer fees an/or special property taxes. Funding to maintain and/or replace outdated facilities generally comes only from special taxes.

The new \$50 million dollar Napa Junction Elementary was funded by Measure H - the most recent bond measure funded by special property taxes. The District also spent approximately \$21 million dollars to make improvements at Donaldson Way Elementary School and American Canyon Middle School this past summer - those improvement were also funded by Measure H. Overall, the cost of the projects contemplated exceeds the remaining Measure H funding and there are numerus projects district-wide that are still in need of funding.

Ordinarily, water/wastewater capacity fees would be owed for the New Napa Junction Elementary School. Staff estimates this amount to be \$725,705. The District has requested a credit against this amount for the refund (\$520,172) of the prepayment of fees for the 2nd middle school (that is no longer planned). After applying this credit, a reduced water/wastewater capacity fee in the amount of \$205,532 would still be owed. In order to undertake other projects District-wide with the limited amount of Measure H funding available, the District has further requested a waiver of the remaining amount owed (\$205,532). Given the public service provided by the District, staff recommends the Council approve the requested waiver.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

The FY 2021/22 Budget did not include anticipated water/wastewater revenue from the new Napa Junction site, and thus, the Recommended Action will not have any Fiscal Impact on the budget. Long-term, any development of the former 2nd middle school site would still require payment of new water/wastewater connection fees (at current levels). Thus, there are no long-term adverse affects from the refund. The amount of waiver granted (\$205,532) is significant, but also reflective of standard practice that also includes exemption from other sources of City revenue (such as property taxes). It is worth noting the District does pay monthly charges water/wastewater usage.

ENVIRONMENTAL REVIEW

Not applicable.

ATTACHMENTS:

- [1. Resolution - Water Wastewater Capacity Fee](#)

RESOLUTION NO. 2021- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON ADOPT A RESOLUTION APPROVING NAPA VALLEY UNIFIED SCHOOL DISTRICT REQUEST FOR A WAIVER OF WATER AND WASTEWATER CAPACITY FEE CONSISTENT WITH AMERICAN CANYON MUNICIPAL CODE SECTION 13.06.110.

WHEREAS, the Napa Valley Unified School District (NVUSD) has completed the Napa Junction Elementary School on Eucalyptus Drive in Napa County; and

WHEREAS, the City of American Canyon has agreed to provide water to the facility; and

WHEREAS, the estimated amount of water/ wastewater capacity fees is \$725,705; and

WHEREAS, in 2007, NVUSD previously pre-paid approximately (\$520,172) in water/waste water connection fees for a 2nd middle school project in American Canyon; and

WHEREAS, due to declining student enrollment trends the project was not completed and it is appropriate to refund that pre-payment amount; and

WHEREAS, after applying NVUSD requested refund of (\$520,172) to the water/wastewater capacity fees, there is a remaining amount owed is (\$205,532);

WHEREAS, NVUSD has requested a waiver of the remaining amount owed;

WHEREAS, NVUSD provides the benefit of public education to more than 2,600 students and 50% of the households in American Canyon and has spent more than \$70M over the past few years constructing new and upgraded public school facilities in American Canyon.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby approves Napa Valley Unified School District’s request to waive \$205,532 in water/wastewater capacity fees for the new Napa Junction Elementary School consistent with American Canyon Municipal Code Section 13.06.110.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 19th day of October 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: October 19, 2021 Submitted By: Leon Garcia, Mayor

Committee & City Related Reports:

Napa Valley Transportation Authority: October 4; Plan Initiation Document (PID) for Highway 29 in American Canyon in a workshop format to engage public input to explore options to improve traffic flow and reduce traffic congestion. Options included traffic circles on Broadway / Highway 29 and dedicated transit ques for buses at intersections.

Napa County Flood Control: October 5; The Board adopted a resolution approving the filing of a grant application for the acquisition phase of the Napa River Estuary Enhancement and Public Access Project.

Napa Vallejo Waste Management Authority: October 7; The Board approved acceptance of Napa-Vallejo Waste Management Authority - Internal Audit Report for the quarter ended June 30, 2021. The Board also approved actions related to the Devlin Road Transfer Station Tipping Floor Repair

SR 37 Policy Committee: October 7; Caltrans staff presented an update on the State Route 37 (SR 37) Planning and Environmental Linkages (PEL) study. The PEL is a comprehensive long-range study to identify the best solutions to address the corridor's deficiencies, considering the corridor's needs, and the very high sensitivity of the area.

American Canyon CERT: October 11; ACCERT was mobilized to respond to fire at Newell Preserve and deployed to traffic safety assignments.

Community Events:

Kiwanis Club of American Canyon: September 29; Installation of new officers

American Canyon Citizens Academy: September 29; Welcome comments for the new class.

Kiwanis Pumpkin Walk: October 2; Lots of families and children showed up to paint a pumpkin and have a fun time.

Community Action Napa Valley: October 12; Food Distribution at Holy Family Parish

Community Health Initiative, Vaccine Outreach Collaborative: October 12; Vaccine Clinic at Holy Family Parish



City Council Committee Report

Meeting Date: **October 5, 2021** Submitted By: **Councilmember Pierre Washington**

Committee Name: **NVUSD 2X2 Meeting**

Attended the Napa Unified School District meeting with Vice Mayor Joseph and CM Jason Holley. Provided us with Capital Improvements for our schools. The estimated cost for these improvements are estimated to be \$70 million. Had a great dialogue with the NVUSD staff and the Trustees.

Committee Name: **Napa County Resource Conservation District RCD**

I attended the Napa County Resource Conservation District, (RCD) where there were two presenters:

- David Holt presented on HCV vineyards lease options based on an analysis he completed
- Tom Gamble presented alongside Frances Knapczyk about a new initiative to inspire people in Napa County to value and protect mature native trees and to plant new trees

Committee Name: **North Bay Watershed Association (NBWA)**

I attended the North Bay Watershed Association, (NBWA) with Mayor Leon Garcia, where there were one presenter:

- **Jeremy Lowe of SF Estuary Institute** discussing their future landscaping of highway 37 uniting people through work that aims to serve the future of Marin Napa and Solano County to promote better commuting experience.

Committee Name: **Community Events**

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

September 13, 2021 **AC Lions Club** Planning meeting for remainder of the year events

September 13, 2021 **Veteran Day Committees, Chaired by Stacey Johnson & Alana Behn**: 2nd meeting to discuss guest speaker for our 2021 Veteran Day Celebration.



City Council Committee Report

Meeting Date: Oct 1, 2021

Submitted By: David Oro

Family Resource Center (FRC) at Napa Junction

Topics of Discussion:

Meeting attendees:

- City of AC - Jason Holley, David Oro
- Napa Valley Vintners - Rex Stults, Michelle Laymon
- NVUSD - Noreen Montgomery, Matthew Manning
- Napa Ed Foundation - Jennifer Stewart
- On the Move - Alissa Abdo, Susana Garcia
- Aimee Lucias, Parent at Napa Junction

The FRC partners with families and the community to create opportunities for learning, advocacy, social connections, well-being, and community leadership so that individuals have the resources to realize their strengths and determine and shape their own futures.

The new FRC in partnership with NVUSD and the Napa Valley Vintners has a dedicated space at Napa Junction Elementary. We went over the program goals, toured the campus, and learned about how it can best serve the entire community of AC, not just Napa Junction families.

Currently a soft launch opening now, a grand opening will be held on January 13, 2022 at 5:30 pm. Mark your calendars.

Alissa Abdo should be reaching out to other council members about the FRC.

They are seeking City help and sponsorship of the operating budget of ~\$200k/year. The Vintners have donated \$1 million to the project.

Meeting Date: June 24, 2021

League of California Cities Conference - Sacramento

Topics of Discussion:

Attended several sessions. My notes are below with links to the sessions where available.

Human-Centered Design and Why My City Should Care

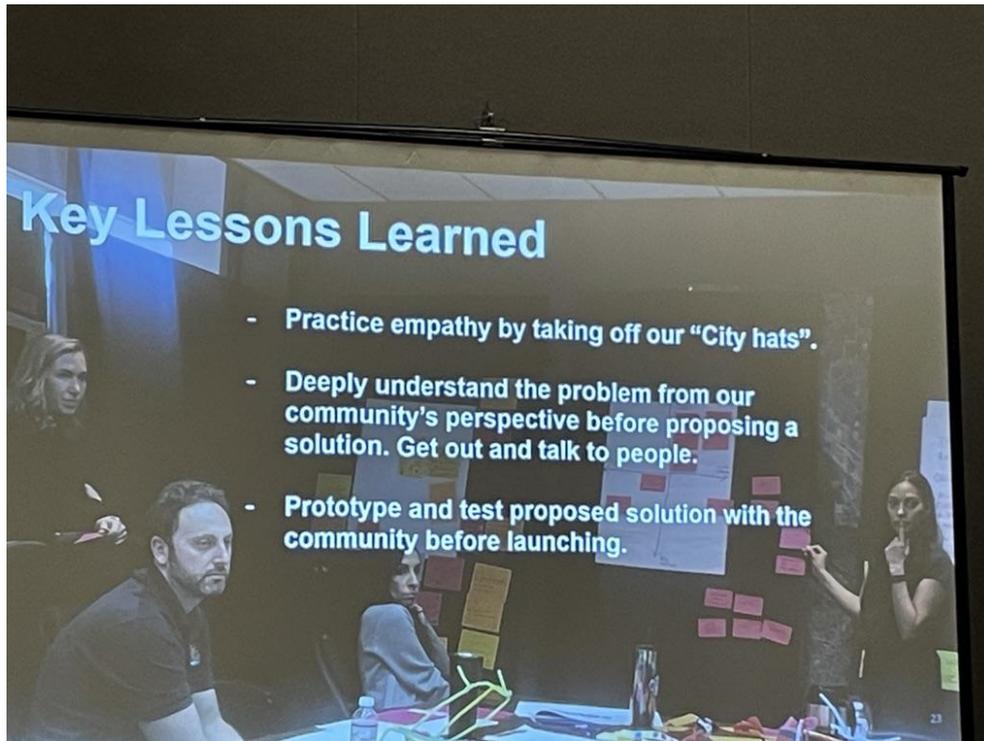
<https://www.calcities.org/docs/default-source/annual-conference---session-materials/human>

You may have heard talk in local government about human-centered design, but do you know what it is or why you should care about it? It is an innovative tool that an increasing number of cities are starting to use that creates programs, policies or services that are tailored to the needs of the person who will use or be impacted by it. Traditionally, cities have approached problem solving from the perspective of City Hall. Human-centered design puts people at the center of the design and creates from their point of view.

- Heard from Chief Innovation Officer of Glendale and founder of design firm Righteous Design.
- Gave an example of an MRI machine that incorporates HCD to help kids get through the scan without sedation. MRI machines are scary to kids.



- Ask for the needs for the designs of the people you are asking for. Example, we need to reduce costs...that's not a human need, it's a city need.
- Don't recommend surveys, but qualitative interviews with individuals and observations.
- Steps: Understand, Synthesize (re-define), ideate, prototype
- Trying to find new research that validates what you already know, but new insights.
- Glendale applied HCD on food recovery.
- We have implemented some of these practices in the BDSP plans - e.g. use of post it notes.

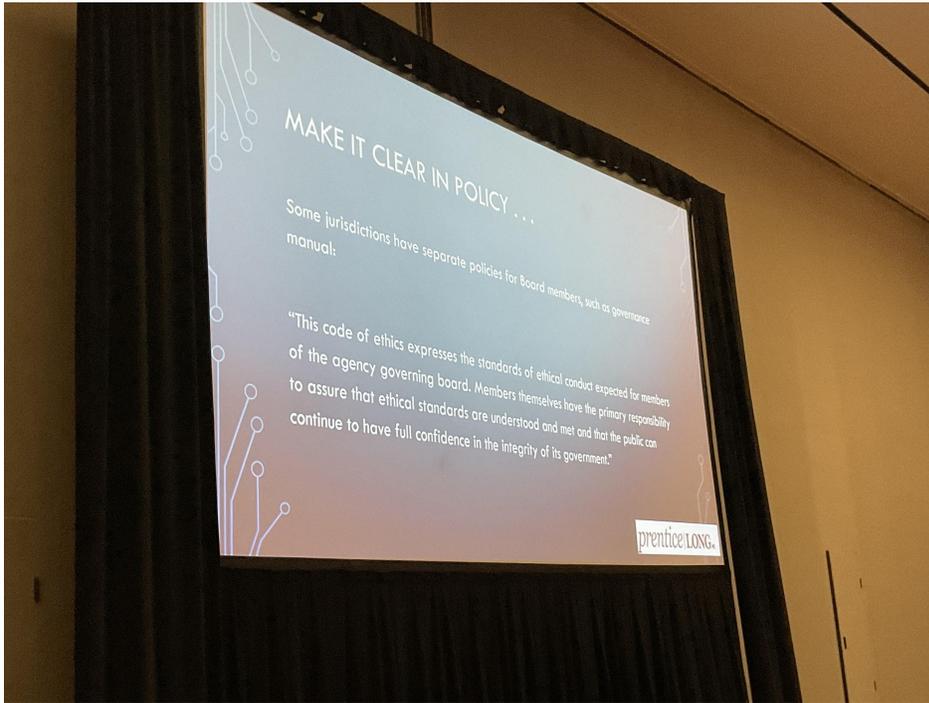


-
- Also provided a case study on police recruiting and ADUs
- Question about smaller cities and how they can do it without resources and staff. Answer: anyone can be an innovator. Train people to begin how to think about this, rather than hiring FT. Interns are also great.

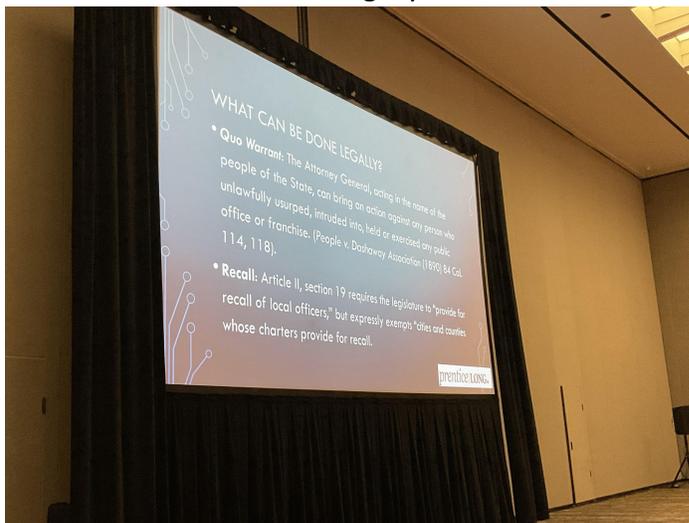
Tools for Navigating Elected Officials Who Won't Follow the Rules

https://www.calcities.org/docs/default-source/annual-conference---session-materials/tools-for-navigating-elected-officials-who-won't-follow-the-rules.pdf?sfvrsn=6d6ef180_3

- Session was a training that looked at what you can do tactically and strategically to try and end an issue before it becomes a problem. This looked at elected officials, namely council members but also looked at other possible electeds including mayor, city clear, attorney, city manager.
- Elected officials are “sometimes” an employee...in the case of AmCan, because of tax withholding, workers comps, workplace violence safety act. Because of these laws they are. Not employees under the Brown Act, Civil Service Requirements, Employee Benefits (but can elect to give themselves coverage, Gov Code section 53201, Fair Labor Standard Act. Health insurance is covered by policy, not by law.
- Must your elected officials follow personnel rules? Answer: sometimes. When yes: **harassment/bullying, ethics, nepotism, retaliations**, brown act/public records.
- Suggested that we make clear policy in governance policy.

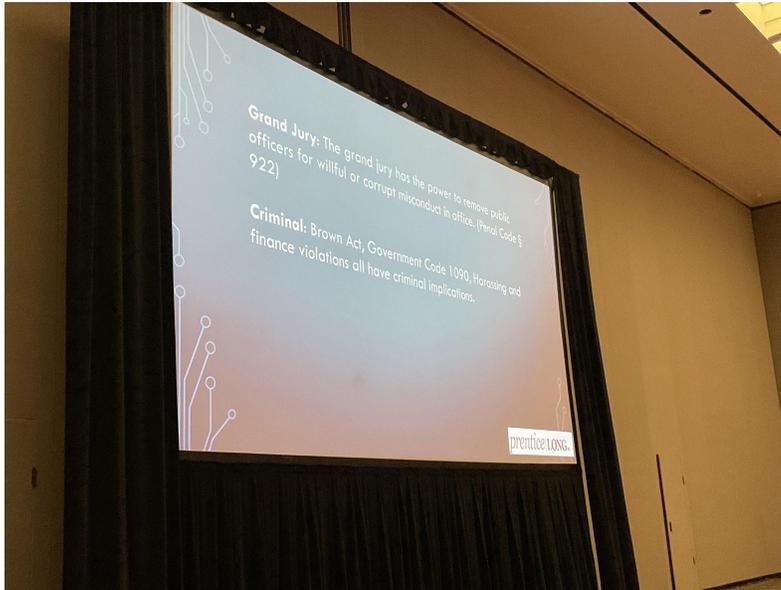


- We are currently working on updating our governance policies with our sub-committee who consists of Councilmember David Oro and Vice Mayor Mark Joseph.
- When it gets heated in meetings, first things first...tryin to cool things down.
 - Stop the meeting
 - Take breaks
 - Mediation
 - Strategic planning
 - E.g. council members who have different, passionate visions for the city.
 - Closed session?
 - The best technique is to have the city attorney involved.
- What can be done legally?

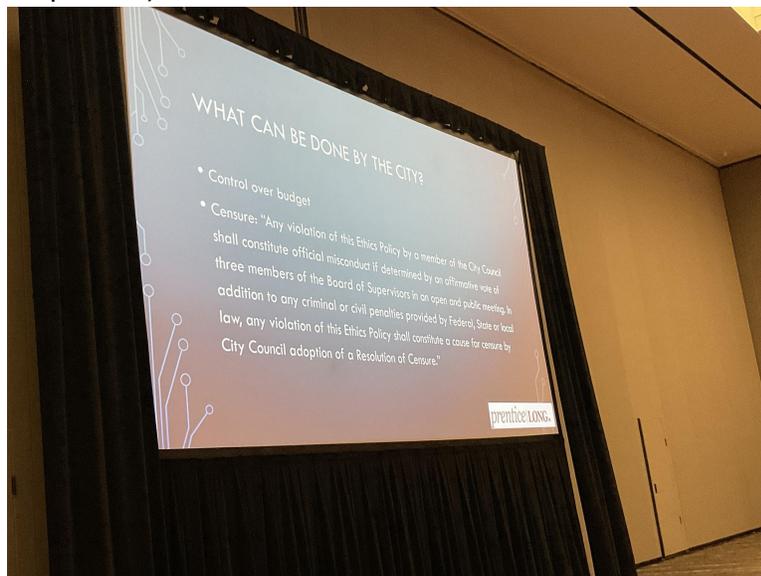


- 32 year lawyer made a statement that said the political rhetoric today is intolerable and it doesn't help the people. We should be able to have political differences, be able to debate and disagree without rancor.

- Mentioned Fair Political Practices Commission (FPPC) as a form of leverage.



- The above are mostly “nuclear options”.
- They recommend the city try these options first:
 - Trainings. Not just ethics and sexual harassment which is mandatory
 - Limit their committee assignments/staff interaction to the elected that is problematic.
 - Remove from meetings (Penal Code section 402 and California Government Code Section 36813).
 - Focused training session for the 1:1 for the person (assuming the person cooperates).



-

Level Up Your Leadership: Creating a Governance Culture of Civility and Purpose

https://www.calcities.org/docs/default-source/annual-conference---session-materials/level-up-your-leadership-creating-a-governance-culture-of-civility-and-purpose.pdf?Status=Master&sfvrsn=233e88d4_3

California cities face a myriad of critical and emerging issues, about which city leaders may have widely differing opinions. To navigate these issues, elected officials must be equipped

with advanced governance strategies to lead more effectively through these changing times. Women electeds often face additional challenges in their efforts to build trust and gain consensus with their colleagues. Attendees will hear from experts and learn best practices to address these challenges, create a culture of trust and collaboration without violating the Brown Act, and operate with decorum in a manner that best serves the public. Planned with the Women's Caucus.



- Heard from panelists about their experiences on what good governance is.
- Mentioned the good relationships at city council and city manager - “city staff takes cues from elected officials”
- Focus on governance and not elections.
- Focus on the problem not the person
- Focus on issues
- Active listening. Hear the differences but also the thread of agreement. Respect the office that each other holds.
- Respect the institution you are representing so that you can get the work done.

California's Drought: Can We Conserve Our Way Out? Premier Partner Session

https://www.calcities.org/docs/default-source/annual-conference---session-materials/california-s-drought-can-we-conserve-our-way-out---collins.pdf?sfvrsn=3389e6a0_3

Heard a discussion about California's current water supply, what we learned from droughts in the past, and how communities need to respond if there is another dry winter.

- We heard from Laurel Firestone, [State Water Resources Control Board](#), Visalia City Council Member [Greg Collins](#), Ken Jenkins's, Director of Water Resource Sustainability, [Cal Water](#)
- State regulator:
 - Focused on where communities are most impacted
 - Continuing to act as we are always in a drought even in wet years so continuous conservation is key
 - Groundwater is now part of sustainability plans

- Greg
 - “During the dry years, people forget about the rich years and when the wet years returned they don’t remember the dry years, and it’s always been that way.” - Steinbeck
 - Per capita use in urban centers has dropped 30%.
 - From a farming perspective - they don’t like farming water because it’s expensive so they’ve updated drip irrigation, planning ag commodities that use less water.
 - Row crops - corn, alfalfa - wanted something that takes less water so they planted almonds, but you can’t fallow an orchard. This hardens the need for irrigation for this high return crop. Different types of crops have different impacts on water use.
- Ken
 - Single family residents met mandates
 - Multi family and industrial did not meet mandates
 - This is largely a landscape issue
 - Gov’t customers have an opp to reduce use
 - Multi family don’t have turf to reduce use and they don’t have direct connection to supplier, so they are less included to reduce water usage.
 - Conversation about low income customers who can’t buy a low flow toilet and wait 6-8 weeks for the rebate.
 - On average 34 % of gov’t sites is landscape. In commercial 17% is landscape. Industrial 7%.
 - Challenge is finding new and innovative ways to reach customers even in non-drought years. Particularly industrial, they need to implement drought resistant (ready) processes in build out.
 - How you approach a customer during the drought has a long term conservation in terms of future reaction.

What about this current drought?

- Ken
 - We are seeing accelerations of impacts
 - Difficulty of reservoirs recovering
 - NOAA higher than average temps and lower precipitation for the winter. Sucks.
 - They are planning into next winter which is going to be another drought year. 2022, 2023 and finding ways to be as resilient as possible.
 - These conditions impact locally very differently based on how suppliers have water rights. Broad takeaway is that all signs are pointing to a hotter and drier winter than we’ve seen. We need 150% of normal precipitation to get back to normal. Snow pack just evaporated. Not a lot of time to recover from the last event.
- Laurel
 - She reiterated and want to be clear “how bad it actually it is.” Basically it’s bad!
 - Snowpack didn’t make it into the reservoirs. We are worse off in storage capacity than in the last drought. And this is only the second dry year.
 - We are seeing this across the entire West.
 - We are hurting, and one more dry year we are going to be really hurting.
 - Even senior water right holders don’t have enough water.
 - “We’re already in a crisis and it’s not looking better.”

- State is investing \$5.2b in water resiliency in response and infra. Accelerating and investing in long term resilience measures.
 - Drinking water for most vulnerable
 - Connection to larger systems
 - Thinks we should be moving towards efficiency standards. We will be moving towards that over the next couple of years. They are developing standards for 2022 and 2023 to make conservation a way of life.
- Greg
 - Talked about agriculture being the 800lb gorilla in the room. They use the highest % of water.
 - CA landscaping needs to be more like Phoenix than Seattle.
 - Recommended strategies:
 - Agriculture needs to start retiring property.
 - Make them Solar farms, nature preserves
 - Recharge groundwater
 - Urban - landscaping above.
 - They have 1500 acres in land and want to take 500 acres out of production and maybe turn it into solar.
 - Feels urban users are doing their fair share.
 - Need serious convo on agriculture
 - With all the wildfires, it reduces the shading of the trees which means if we get snow it melts faster.
 - His Ideas: Grinding up wide streets and putting in micro basins for water. Then plant oaks to reduce heat
- Overall suggestions and comments captured from Q&A
 - No turf community mandates
 - Laurel - we are probably going to see water rates go up across the state, especially communities who need to rebuild infra, like inserting purple pipe.

Stories of the Census: What It Says About California's Future

https://www.calcities.org/docs/default-source/annual-conference---session-materials/stories-of-the-census-what-it-says-about-california-s-future.pdf?Status=Master&sfvrsn=aad43cd2_3

Douglas Johnson, Demographic
 Ryder Todd Smitt, Tripepi Smith

Doug

- California didn't grow very fast. State grew at 6%, Latino grew at 12%.
- The "other" population grew 160%. It's small, but a lot.
- Up until 2000 you could only choose one ethnicity background. Now you can mark as many categories as you can.
- Census questions are chosen three years before census.
- We are getting into the realm of how we talk about diversity. E.g. Some seats in congressional districts are mostly Latino.
- CA Department of Finance. Demographic area. Census bureau has the state.

Why Culture Curation Matters Now More Than Ever

https://www.calcities.org/docs/default-source/annual-conference---session-materials/why-culture-curation-matters-now-more-than-ever.pdf?sfvrsn=30f6b5d1_3

Cultivating a top-notch workplace culture is vital to forming a strong set of team members that boost morale and productivity. Our speaker will share tips from experiences managing a leading marketing, technology, and public affairs firm whose team grew from 2 to 25 members this past decade, all while following the work-from-home model for six years. Attendees will learn why culture is more important than ever and gain tips on how council members and their hired executives can create a positive culture at city hall

Community Events and Other Activities

Attended several functions and events throughout the latter half of a short summer including: Parks and Play events, Meet in the Streets, Kiwanis thank you picnic, 9/11 Ceremony, Evening at the Ruins and more recently attended NVTAs October 4, 2021 American Canyon SR 29 Improvements Meeting. You can watch it here <https://www.youtube.com/watch?v=5VhiHyCKAKA>