



## REGULAR CITY COUNCIL MEETING AGENDA

City Hall - Council Chambers  
4381 Broadway St., Suite 201, American Canyon  
**November 2, 2021**  
**6:30 PM**

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

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*Consistent with Government Code Section 54953 and the American Canyon City Council Resolution Declaring the Existence of a Local Emergency due to the COVID-19 Pandemic, 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 [here](#) and on YouTube [here](#).*

**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:** 838 3385 2113 **Passcode:** 425890

**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. For more information, please call the Office of the City Clerk at (707) 647-4369 or email [cityclerk@cityofamericancanyon.org](mailto: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](http://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](mailto: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 5:00 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 – Anticipate Litigation Pursuant to Government Code Section 54956.9 (d)(4) Four Matters.**
- 2. Conference with Real Property Negotiators - Authorized Pursuant to Government Code Section 54956.8  
Property: APN 058-030-064-000  
Agency Negotiator(s): City Manager Jason B. Holley and City Attorney William D. Ross**

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CLERK'S MEETING ANNOUNCEMENT

ROLL CALL

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

### **PROCLAMATIONS AND PRESENTATIONS**

- 3. [Proclamation - November 11, 2021 Veteran's Day](#)**
- 4. Recognition - Recent Storm Event**
- 5. [Presentation - Fair Housing of Napa Valley \(FHNV\) FY 2020-21 American Canyon Activities](#)**

### **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

6. **Continued Use of Remote Teleconference for Meetings**  
**Recommendation:** Adopt a Resolution 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 of November 1, 2021 - December 1, 2021 pursuant to to Ralph M. Brown Act.
7. **City Attorney October 5, 2021 Closed Session Report**  
**Recommendation:** Approve the City Attorney Closed Session Report of October 5, 2021 City Council Meeting.
8. **Minutes of October 19, 2021**  
**Recommendation:** Approve the Minutes of the Regular City Council meeting of October 19, 2021.

## PUBLIC HEARINGS

9. **SB1383 Solid Waste Ordinance**  
**Recommendation:** Hold a Public Hearing, and consider first reading of an Ordinance of the City Council of the City of American Canyon modifying Title 8 (Health and Safety) of the American Canyon Municipal Code to add Chapter 8.20 Mandatory Municipal Solid Waste, Recycling and Compost Material Disposal Reduction.

## BUSINESS

10. **National Community Survey**  
**Recommendation:** Adopt a Resolution approving appropriation authority and authorizing the City Manager to enter into an agreement with NRC at Polco for the National Community Survey and Polco Performance Plan Annual Services.

## MANAGEMENT AND STAFF ORAL REPORTS

11. **Green Island Road Update**
12. **Eucalyptus Sidewalk Update**
13. **Cannabis Update**

## 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 9, 2021 Special Meeting** - Commercial Developer Roundtable of ED Study
- **November 16, 2021** - Climate Emergency Proclamation, Hampton Inn First Reading Zone Change and CUP, First Reading Gas Station Ordinance, Rio Del Mar Subdivision Map Extension
- **December 7, 2021** - Fiscal Year 2020-2021 Auditors Report, 5 Year CIP Status Update, Draft Term Limits Ordinance
- **December 14, 2021 Special Meeting** - Boards, Commission and Committees Interviews
- **December 21, 2021** - Appointment of New Commissioner, Review Council Assignments for 2021 and Vice Mayor, ARPA Recommendations, Oat Hill Fee Credit Reimbursement Agreement, Corp Yard Relocation Update

14. [City Council Committee Report - Mayor Leon Garcia](#)

15. [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.

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Taresa Geilfuss, City Clerk

# CITY OF AMERICAN CANYON PROCLAMATION



## **VETERANS DAY NOVEMBER 11, 2021**

**WHEREAS**, the citizens of the City of American Canyon join with communities throughout our Nation in saluting the dedicated men and women of our Armed Forces, past and present, and express our great appreciation for their sacrifices; and

**WHEREAS**, the City of American Canyon honors all veterans, especially the present and former residents of American Canyon that are currently serving in the military or are veterans of our Armed Forces; and

**WHEREAS**, for over two-hundred years, millions of Americans have answered the Nation's call to defend our freedom against all enemies; and

**WHEREAS**, defense of freedom comes with great loss and sacrifice; and

**NOW, THEREFORE**, I, Mayor, Leon Garcia, on behalf of the American Canyon City Council, urge all residents to join with the City Council in recognizing and honoring the valor and sacrifice of the men and women of our Armed Forces, past and present on November 11, 2021, Veterans Day.

Dated: November 2, 2021

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Leon Garcia, Mayor



## **TITLE**

Presentation - Fair Housing of Napa Valley (FHNV) FY 2020-21 American Canyon Activities

## **RECOMMENDATION**

## **CONTACT**

Brent Cooper, AICP, Community Development Director

## **BACKGROUND & ANALYSIS**

The Fair Housing Act prohibits discrimination on the basis of race, color, religion, gender, disability, familial status, and national origin. The Act applies to private housing, housing that receives federal financial assistance, and state and local government housing.

The City of American Canyon partners with Fair Housing of Napa Valley (FHNV) for housing related services. Fair Housing Napa Valley ("FHNV") is a private 501 (c)(3) non-profit corporation dedicated to promoting and developing fairness and equal housing opportunity for all people. FHNV works to eliminate housing discrimination and ensure equal housing opportunity through leadership, education, outreach, training, advocacy, and enforcement. For several years, the City has successfully partnered with FHNV to provide these services to American Canyon residents and property owners. Pablo Zatarain, FHNV Executive Director will provide a summary of fair housing activities in American Canyon for Fiscal Year 2020/21.

FHNV addresses tenant and landlord inquiries utilizing counseling and mediation when necessary. Services provided to mobile home park residents will correspond to Mobile Home Residency Law. FHNV provides support services to City Staff on any related matter. All landlord/ tenant services are free and confidential. Counseling is offered in both English and Spanish, and interpretive services in other languages are also available. A copy of the Fiscal Year 2021/22 scope of work is included as Attachment 1.

## **COUNCIL PRIORITY PROGRAMS AND PROJECTS**

Organizational Effectiveness: "Deliver exemplary government services."

## **FISCAL IMPACT**

The cost for FHNV's services is included in the annual City budget.

## **ENVIRONMENTAL REVIEW**

The annual FHNV report is exempt from CEQA pursuant to CEQA Guidelines Sections 15307 and 15308 which exempt actions taken by a regulatory agency as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource or protection of the environment where the regulatory process involves procedures for protection of the environment.

## **ATTACHMENTS:**

1. [Fair Housing Napa Valley 2021-22 Scope of Work](#)

## **Fair Housing Napa Valley**

### **2021-22 Scope of Work- City of American Canyon**

**Fair Housing Napa Valley (FHNV) agrees to provide the following services to the City of American Canyon (City) for a lump sum fee of \$45,000 during the 2021-22 Fiscal Year beginning on July 1, 2021 and ending on June 30, 2022:**

#### **Fair Housing Program**

Fair Housing Napa Valley (FHNV) will provide a Fair Housing Program to educate and offer services to the City of American Canyon (City) in relation to the Federal Fair Housing Act of 1968, as well as State of California protections for persons regarding housing discrimination. Each complaint will be thoroughly investigated and referred to the appropriate agency for administrative or legal filing, when applicable. Any cases filed as a result of discrimination will be reported to the City in the form of a press release once a final resolution has been reached. Referral options will be discussed with clients when applicable, to determine the appropriate venue for their case. All fair housing complaints will be filed through the US Department of Housing and Urban Development (HUD), the California Department of Fair Employment and Housing (DFEH), or a private attorney in Federal Court. In addition, FHNV will conduct fair housing testing regarding complaints, where appropriate, and will offer related trainings in the City.

FHNV will deliver these services through community outreach and education, distribution of information, counseling, advocacy, and enforcement of federal and state anti-discrimination laws. These services, including education and outreach, will be provided in English and in Spanish through on-site bilingual staff. Clients in need of translated services in other languages will be accommodated through use of the Language Line, a third-party phone service.

#### **General Housing Counseling Services- Landlord/ Tenant**

FHNV shall respond to all inquiries for general housing counseling from tenants and landlords within the City, regarding their rights and responsibilities including but not limited to the following areas: termination of tenancy, evictions, habitability, repairs/ maintenance, abandonment, nuisances, and other general housing complaints. In addition, FHNV will utilize the mediation process to assist tenants and landlords in resolving existing issues. This process will help ensure that only the more complex cases are filed in court venue, and will aid Napa County's court system by reducing the number of Landlord/ Tenant cases that may be filed. These services will also be provided to the City's mobile home park residents, whose housing is governed by Mobile Home Residency Laws and the California Department of Housing and Community Development.

Through the mediation process, FHNV will ensure both parties are fully educated on the proper use of mandatory tenancy forms and documents. Additionally, agency staff will ensure that all parties are clear on the proper procedure(s) and timeline(s) needed to execute next steps, as

applicable. FHNV also offers education and outreach- and referral- resources for clients regarding these types of cases, ensuring they are informed of their rights and have alternate options should they seek additional assistance or representation.

### **General Services to City Staff**

FHNV will be available to all City of American Canyon staff to address any requests or circumstances that fall within the outlined scope of services outlined above. City staff will be able to utilize FHNV as a means of support and as a resource to receive data and technical assistance as needed regarding City-wide issues. FHNV will work in conjunction with the Code Enforcement, Building, Fire, and other appropriate departments when issues are identified that require enforcement, and will also inform the appropriate staff when larger issues are discovered that may impact the City or its residents. Such cases will be presented to the appropriate City staff, along with supporting documentation and suggestions for a resolution.

FHNV will also be available to provide training/ presentations to City staff throughout the contract period to ensure staff is familiar with appropriate referrals to FHNV, general knowledge of fair housing and Affirmatively Furthering Fair Housing (AFFH) obligations, and recent housing trends affecting City residents.

### **Reporting**

FHNV shall maintain written records of all inquiries, cases, and complaints, and shall submit a yearly report to City staff that summarizes the number and types of inquiries, as well as demographic data regarding persons served. All records shall be made available to City representatives for review upon request.

As required by Government Code 7550, each document or report prepared by FHNV for or under the direction of the City pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontractor dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.



## **TITLE**

Continued Use of Remote Teleconference for Meetings

## **RECOMMENDATION**

Adopt a Resolution 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 of November 1, 2021 - December 1, 2021 pursuant to to Ralph M. Brown Act.

## **CONTACT**

William D. Ross, City Attorney

## **BACKGROUND & ANALYSIS**

Because of the COVID-19 Pandemic, the City Council, as well as the City Planning Commission and Board of Directors of the American Canyon Fire Protection District, have been conducting meetings via Zoom teleconference, as allowed by Executive Order N-29-20. However, the Executive Order expired on September 30, 2021.

Assembly Bill 361, which was approved at by the Governor on September 16, 2021, allows local agencies such as the City to continue to meet by Zoom or other teleconferencing methods, provided that certain conditions are met.

The effect of Executive Order N-29-20 was to suspend certain provisions of the Ralph M. Brown Open Meeting Act (Government Code Section 54950 et seq.), which only allowed remote teleconference participation by City Council Members through a posting process at each teleconferenced member's location, with agenda provisions indicating that each teleconferenced location be accessible to the public.

The enclosed Resolution would comply with the provisions of AB 361 and allow continued Zoom meetings of the City Council until full in-person meetings are resumed. The ability to continue to meet by Zoom, even in conjunction with Open Meetings, can be accomplished by the City Council provided that monthly resolutions are agenized and enacted with provisions referencing appropriate confirmation of declared emergencies are described.

Stated plainly, the City Council will have to enact a “361 Resolution” at least every 30 days to allow the Zoom teleconferencing procedure to continue.

Changes to the initial Agenda page of the City Council will also be made beginning October 2021, as the means for the public to participate via continued Zoom teleconference will have to be described consistent with the AB 361 procedures rather than the now-expired Executive Order N-29-20.

## **COUNCIL PRIORITY PROGRAMS AND PROJECTS**

### **FISCAL IMPACT**

None.

### **ENVIRONMENTAL REVIEW**

N/A - Adoption of the Resolution is not a project as defined by the California Environmental Quality Act

### **ATTACHMENTS:**

- [1. Resolution - Implementing AB 361](#)

**RESOLUTION NO. 2021-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF AMERICAN CANYON CITY COUNCIL 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 TELECONFERENCED MEETINGS OF LEGISLATIVE AND ADVISORY BODIES OF THE CITY OF AMERICAN CANYON FOR THE PERIOD NOVEMBER 1, 2021 THROUGH DECEMBER 1, 2021 PURSUANT TO THE RALPH M. BROWN ACT**

**WHEREAS**, the City of American Canyon (“City”) is committed to preserving and nurturing public access and participation in meetings of the American Canyon City Council (“City Council”), Council committees, Planning Commission, and all other advisory, elected and appointed committees and commissions (“City Decision Making Bodies”); and,

**WHEREAS**, all meetings of the City’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the City’s legislative bodies conduct their business; and,

**WHEREAS**, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and,

**WHEREAS**, a required condition for such teleconference meetings is that a state of emergency be declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and,

**WHEREAS**, that proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the City’s boundaries, caused by natural, technological, or human-caused disasters; and,

**WHEREAS**, that proclamation also requires that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and,

**WHEREAS**, emergency conditions exist in the City, specifically, a State of Emergency has been proclaimed by Governor Newsom on March 4, 2020, proclaiming a State of Emergency to exist in California as a result of the threat of COVID-19; and,

**WHEREAS**, during the COVID-19 pandemic, the City Council has conducted remote, teleconferenced meetings consistent with the Governor’s Executive Orders promoting social distancing;

**WHEREAS**, consistent with AB 361, as a condition of extending the use of the provisions found in section 54953(e), the City Council must reconsider the circumstances of the state of emergency that exists in the City, and the City Council has done so; and,

**WHEREAS**, in response to COVID-19, the Governor of the State of California issued a Proclamation of a State of Emergency in response to COVID-19 on March 4, 2020, and issued Executive Order N-25-20 on March 12, 2020 proclaiming temporary amendments to State law and regulations related thereto; and

**WHEREAS**, on March 16, 2020 the City’s Director of Emergency Services issued a Proclamation of a Local Emergency by the City of American Canyon Director of Emergency Services and Acknowledgement of a State Proclamation Declaring of a State of Emergency and Acknowledgement of a Federal Proclamation Declaring of a National Emergency (P2020-001) (the “Proclamation”); and

**WHEREAS**, on March 17, 2020, the American Canyon City Council ratified the Proclamation. The City Council took actions to extend the Proclamation on May 5, June 16, August 4, and October 6, 2020.

**WHEREAS**, due to the continuing pandemic and the surging Delta Variant of COVID-19, meetings in person continues to present imminent risk to health and safety of attendees; and,

**WHEREAS**, the City Council hereby finds that the coronavirus causing the State of Emergency proclaimed by Governor Newsom on March 4, 2020, and, the Delta Variant of COVID-19 surging in Napa County, has caused, and will continue to cause, conditions of peril to the safety of persons within the City that are likely to be beyond the control of services, personnel, equipment, and facilities of the City, and desires to re-affirm that a local emergency persists and re-ratify the Proclamation of State of Emergency by the Governor of the State of California; and,

**WHEREAS**, as a consequence of the local emergency, the City Council does hereby find that City Decision Making Bodies shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and,

**WHEREAS**, the City is providing teleconference access via a conference phone-line number to the meetings to ensure public access.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Exists. The City Council hereby proclaims that a local emergency continues to exist throughout the City, and the surging Delta Variant of COVID-19 would present an imminent risk to meeting in person.

Section 3. Re-Ratifies of Governor’s Proclamation of a State of Emergency. The City Council hereby re-ratifies the Governor’s Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. City Decision Making Bodies and City Staff are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public teleconferenced meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of December 1, 2021 or such time the City Council adopts a subsequent Resolution in accordance with Government Code section 54953(e)(3) to extend the time during which City Decision Making Bodies may continue to conduct teleconferenced meetings without compliance with paragraph (3) of subdivision (b) of section 54953.

**PASSED, APPROVED and ADOPTED** at a regularly scheduled meeting of the American Canyon City Council held on the 2<sup>ND</sup> day of November 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

William D. Ross  
David Schwarz  
Kypros G. Hostetter

Law Offices of  
**William D. Ross**  
400 Lambert Avenue  
Palo Alto, California 94306  
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#25532  
Los Angeles, CA 90025

File Nos: 199/6 & 199/3

October 26, 2021

**VIA E-MAIL**

The Honorable Leon Garcia, Mayor  
and Members of the City Council  
City of American Canyon  
4381 Broadway, Suite 201  
American Canyon, CA 94503

Re: Report Upon Return from Closed Session; Virtual Regular Meeting of the  
American Canyon City Council; October 5, 2021

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Dear Mayor Garcia and Members of the City Council:

This communication sets forth reportable action, if any, of the City Council (“Council”) of the City of American Canyon (“City”), consistent with provisions of the Ralph M. Brown Opening Meeting Act (Government Code Section 54950, *et seq.*) resulting from the Closed Session of the Virtual October 5, 2021 Regular Council Meeting, consistent with Government Code Section 54957.1.

After convening in Open Session at 4:31 p.m. and ascertaining that there were public comments on the agendaized Closed Session matters, your Council adjourned to Closed Session at 4:32 p.m.

There was one matter agendaized for City Closed Session consideration.

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

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

With respect to the second matter of anticipated litigation considered under Closed Session Agenda Item No.1., there was reportable action in the form of unanimous Council direction (5-0) to keep meeting by way of Zoom teleconference through March 2022. Except as indicated, there was no other reportable action under the common law attorney-client privilege and that provided

The Honorable Leon Garcia, Mayor  
and Members of the City Council  
October 26, 2021  
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by Government Code Section 54956.9(d)(2).

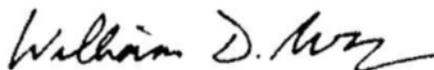
With respect to the third matter of anticipated litigation considered under Closed Session Agenda Item No.1., there was reportable action in the form of direction being given (5-0) to execute a Tolling Agreement with the County of Napa and the Napa County Airport Land Use (“ALUC”) Commission with respect to the Oat Hill Multifamily Residential Project and the September 7, 2021 action of the City Council overruling an inconsistency finding of the ALUC with respect to the Project. Except as indicated, there was no other reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(2).

The Closed Session concluded at 6:30 p.m. The Council/Board conveyed in Open Session at 6:34 p.m., where it was indicated that a written report upon return consistent with Government Code Section 54957.1, would be prepared.

This communication should be reviewed under the Consent portion of the Agenda of your next Regular or Special Joint City Council/Fire Protection District Board Meeting.

Should you have questions concerning this Report, it may be taken off the Consent calendar when agendized in the future, or our office may be contacted in the interim.

Very truly yours,



William D. Ross  
City Attorney

WDR:jf

cc: Jason B. Holley, City Manager  
Maria Ojeda, Assistant City Manager  
Taresa Geilfuss, City Clerk

Mike Durkee, Special Counsel

**CITY OF AMERICAN CANYON**  
**REGULAR JOINT CITY COUNCIL/FIRE PROTECTION DISTRICT BOARD MEETING**

**ACTION MINUTES**  
*October 19, 2021*

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**AMENDED AGENDA**

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

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

**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**

The meeting was called to order at 6:36 p.m.

**PLEDGE OF ALLEGIANCE**

Mayor 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 5:03 p.m. Closed Session adjourned at 6:29 p.m. A written report will be provided.

## **PROCLAMATIONS AND PRESENTATIONS**

There were no proclamations or presentations.

## **PUBLIC COMMENT - ITEMS NOT ON THE AGENDA**

Mayor Leon Garcia opened Public Comments. **Written comments:** None. **Oral comments:** Tammy Wong was called to speak. Jason Kishineff was called to speak. Justin Hamilton Hole was called to speak. Fran Lemos was called to speak. Mayor Leon Garcia closed Public Comments.

## **AGENDA CHANGES**

There were no agenda changes.

## **CONSENT CALENDAR**

**Action:** Motion to approve the Consent Calendar 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

### **4. Special Joint City Council/PCS/OSAC Minutes of October 12, 2021**

**Action:** Approved 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**

**Action:** Approved the minutes of the Special Joint City Council/Planning Commission Meeting of October 5, 2021.

### **6. City Council Minutes of October 5, 2021**

**Action:** Approved the minutes of the Regular City Council meeting of October 5, 2021.

### **7. City Council Minutes of September 21, 2021**

**Action:** Approved the minutes of the Regular City Council meeting of September 21, 2021.

### **8. Special City Council Minutes of September 14, 2021**

**Action:** Approved the minutes of the Special City Council meeting of September 14, 2021.

### **9. 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. Cost Allocation Plan**

**Action:** Adopted Resolution 2021-86 authorizing the City Manager to enter into Agreement 2021-A153 with HdL to create and update the City's Cost Allocation Plan.

## **11. AB1600 Annual Report**

**Action:** Received and filed the Development Impact Fee Report for the Fiscal Year ended June 30, 2021.

## **PUBLIC HEARINGS**

There were no public hearing items.

## **BUSINESS**

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

Council received the staff report from City Manager Jason Holley with MRG Consultant Shirley Concolino. Mayor Leon Garcia opened Public Comments. Justin Hamilton Hole was called to speak. Chris James was called to speak. Tammy Wong was called to speak. Jason Kishineff was called to speak. Mayor Leon Garcia closed Public Comments.

**Action:** Motion to 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 made by Councilmember David Oro, seconded by Mayor Leon Garcia, and FAILED by roll call vote.

**Ayes:** None

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

**Abstain:** None

**Absent:** None

**Action:** Motion to adopt an Ordinance of the City an Ordinance amending the American Canyon Municipal Code to add Section 2.04.120 regarding Mayor and Councilmember Term Limits made by Councilmember David Oro, seconded by Mayor Leon Garcia, and FAILED by roll call vote.

**Ayes:** None

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

**Abstain:** None

**Absent:** None

**Action:** Motion to direct staff to prepare a public survey on term limits and the variations and report back on December 7, 2021 made by Vice Mayor Mark Joseph, seconded by Councilmember Miriam Aboudamous and CARRIED by roll call vote.

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

**Nays:** Councilmember David Oro

**Abstain:** None

**Absent:** None

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

**Action:** 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.

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

**Action:** Motion to adopt Resolution 2021-88 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. 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

## **MANAGEMENT AND STAFF ORAL REPORTS**

Council received an oral report from Maintenance & Utilities Director Felix Hernandez, III.

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

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

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

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

Mayor and Councilmembers commented on items of interest. Councilmember David Oro corrected his Report date of the LOCC Conference. Upcoming agenda items were reviewed.

## **ADJOURNMENT**

The meeting was adjourned at 8:53 p.m.

## **CERTIFICATION**

Respectfully Submitted,

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Taresa Geilfuss, City Clerk



## **TITLE**

SB1383 Solid Waste Ordinance

## **RECOMMENDATION**

Hold a Public Hearing, and consider first reading of an Ordinance of the City Council of the City of American Canyon modifying Title 8 (Health and Safety) of the American Canyon Municipal Code to add Chapter 8.20 Mandatory Municipal Solid Waste, Recycling and Compost Material Disposal Reduction.

## **CONTACT**

Erica Ahmann Smithies, Public Works Director

## **BACKGROUND & ANALYSIS**

### Purpose of Ordinance

On September 19, 2016, Senate Bill No. 1383 (SB 1383) was signed into law to reduce organic waste disposal by 75% and increase edible food recovery by 20%, by 2025. SB 1383 requires all jurisdictions to implement a mandatory organic recycling ordinance and enforcement mechanisms to ensure that all covered residential and commercial generators are compliant with SB 1383 regulations by January 1, 2022. This legislation requires all businesses, residents, and multi-family apartments to have access to recycling programs that capture food scraps, landscaping waste, among other organic waste materials.

### Legislative Background

Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), required cities and counties to reduce, reuse, and recycle (including composting) Municipal Solid Waste (MSW) generated in their City to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.

Assembly Bill 341 (AB 341) of 2011 placed requirements on businesses and multi-family property owners that generate a specified threshold amount of MSW to arrange for recycling services and the City to implement a mandatory commercial recycling program. It was encumbered upon each jurisdiction to conduct outreach and provide businesses and multi-family dwellings with options to ensure that recyclable materials were diverted from the landfill through reuse, recycling, and/or, composting.

Assembly Bill 1826 (AB 1826) of 2014 required businesses and multi-family property owners that generate a specified threshold amount of MSW, Recycling, and Compost Material per week to arrange for recycling services for that waste, requiring the City to implement a Mandatory Commercial Organics Recycling program. The City obtained addresses of all commercial garbage accounts from Recology, the City's franchise waste hauler, and sent out letters and outreach information to all affected businesses and multi-family dwellings, informing them that they had to subscribe for organics recycling services.

Senate Bill No. 1383 (SB 1383), the Short-lived Climate Pollutant Reduction Act of 2016, required California Department of Resources, Recycling and Recovery (CalRecycle) to develop regulations to reduce organics in landfills as a source of methane. As adopted by CalRecycle, these SB 1383 regulations place requirements on multiple entities including the City, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, Authorized Contractors, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Compost Material disposal reduction targets.

### Ordinance

The proposed Mandatory Commercial Recycling and Organics Recycling Ordinance is the first step of several actions necessary for the City to remain, and/or, become compliant with AB 341, AB 1826, and SB 1383. Local jurisdictions are required to conduct outreach, adopt regulations and implement programs to support businesses and multi-family dwellings with achieving compliance. Based on the new legislative requirements in SB 1383, staff is recommending the adoption of the proposed mandatory commercial recycling and organics recycling ordinance. The proposed ordinance, is based on CalRecycle's Model Ordinance that was developed with input from waste management professionals, local haulers and businesses throughout California.

Upon adoption of the Ordinance, Recology will automatically provide businesses and multi-family dwellings that meet the threshold with organic recycling carts and charge them for the service. However, if a business or multi-family dwelling is recycling their organic materials via means other

than the program provided by Recology, they will be required to complete a self-haul form and report the information to the City. In addition, if the business or multi-family dwelling is recycling and does not generate organic materials or does not have enough space for organic materials carts or bins; they may submit a waiver form to the City, which would be verified with an on-site visit. The waiver will ensure that the business or multi-family dwelling is not penalized or charged for any costs associated with having the mandatory service. Waiver forms will be approved by the City's Public Works Department and are valid for a period of five years.

City staff understands that these are difficult times for businesses. Therefore, City staff with the assistance of Recology and the Chamber of Commerce, began targeted outreach to the business community earlier this year. Outreach activities included working with the Chamber of Commerce, having Recology attend two Meet in the Street events, dissemination of other educational materials online and through bill inserts, and hosting two online community workshops on October 12 and November 1, 2021. Additionally, Recology and the City will continue providing outreach to inform local businesses about the SB1383 legislation and the service changes required by the Ordinance.

The proposed Ordinance would align the American Canyon Municipal Code with the existing unfunded state regulations intended to reduce green house gas emission and increase waste diversion. To support implementation, staff will continue to work closely with Recology on outreach, education, and monitoring, to ensure that the City is compliant with SB1383.

In addition to the Ordinance, the City will be participating in a Countywide Food Recovery Study (Study) led by the County Napa in order for the City to maintain compliance with SB 1383. The Study is currently out for solicitation of consultants with an unknown cost share to the City at this time.

## **COUNCIL PRIORITY PROGRAMS AND PROJECTS**

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

## **FISCAL IMPACT**

Initial costs associated with the compliance of SB1383 will be covered by existing budget appropriations, but the long term implementation and enforcement needs are unknown at this time. In the short term, there will be additional demand either through City staff or contract services to provide regular program outreach, review of waiver requests, business audits/inspections, and enforce the ordinance as it develops beyond January 1, 2022. In addition, there will be a cost to participate in the Countywide Food Recovery Study that is being initiated by the County of Napa. If existing budget appropriations in FY21-22 are found to be inadequate, a budget adjustment will be addressed at mid-year or by future Council Resolution.

## **ENVIRONMENTAL REVIEW**

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guideline section 15378. Further, the action is exempt under CEQA Guidelines Sections 15307 and 15308 for actions by regulatory agencies for the protection of natural resources and the environment.

## **ATTACHMENTS:**

1. [Ordinance - SB1383 Solid Waste](#)

ORDINANCE NO \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON, CALIFORNIA MODIFYING TITLE 8 (HEALTH AND SAFETY) OF THE AMERICAN CANYON MUNICIPAL CODE TO ADD CHAPTER 8.20 MANDATORY MUNICIPAL SOLID WASTE, RECYCLING AND COMPOST MATERIAL DISPOSAL REDUCTION

WHEREAS, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) MSW generated in their City to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

WHEREAS Assembly Bill 341 of 2011 places requirements on businesses and multi-family property owners that generate a specified threshold amount of MSW to arrange for recycling services and the City to implement a mandatory commercial recycling program; and

WHEREAS Assembly Bill 1826 of 2014 requires businesses and multi-family property owners that generate a specified threshold amount of MSW, Recycling, and Compost Material per week to arrange for recycling services for that waste, requires the City to implement a Mandatory Commercial Organics Recycling program; and

WHEREAS SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the California Department of Resources Recycling and Recovery (CalRecycle) to develop regulations to reduce organics in landfills as a source of methane. As adopted by CalRecycle, these SB 1383 regulations (SB 1383 Regulations) place requirements on multiple entities including the City, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, Authorized Contractors, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Compost Material disposal reduction targets; and

WHEREAS SB 1383 Regulations require the City to adopt and enforce an ordinance or other enforceable mechanism to implement relevant provisions of the SB 1383; and

WHEREAS, this Ordinance implements the requirements of AB 341, AB 1826, and the SB 1383 Regulations.

THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON, CALIFORNIA, DOES HERBY ORDAIN AS FOLLOWS

Section 1: Amendment. An Ordinance of the City Council of the City of American Canyon, California modifying Title 8 (Health and Safety) of the American Canyon Municipal Code to add Chapter 8.20 (Mandatory Municipal Solid Waste, Recycling and Compost Material Disposal Reduction) to read as follows:

Chapter 8.20 Mandatory Municipal Solid Waste, Recycling and Compost Material Disposal Reduction  
Ordinance

Sections:

8.20.010: Definitions

- 8.20.020: Requirements for Single-Family Generators
- 8.20.030: Requirements for Commercial Businesses
- 8.20.040: Waivers for Generators
- 8.20.050: Requirements for Edible Food Generators
- 8.20.060: Requirements for Food Recovery Organizations and Services
- 8.20.070: Requirements for Authorized Contractors and Facility Operators
- 8.20.080: Self-Hauler Requirements
- 8.20.090: Procurement Requirements for City Departments, Direct Service Providers, and Vendors
- 8.20.100: Compliance with CALGreen Recycling Requirements
- 8.20.110: Model Water Efficient Landscaping Ordinance Requirements
- 8.20.120: Inspections and Investigation by City
- 8.20.130: Enforcement
- 8.20.140: Effective Date

#### Section 8.20.010: Definitions

For the purposes of this Chapter, the following words, terms, phrases, and their derivations have the meanings given herein. Terms defined elsewhere in the municipal code shall have the same meanings herein unless expressly defined in this Article. When consistent with the context, words used in the present tense include the future tense, and words in the singular number include the plural number.

A. "Blue Container" has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials (Non-organic recyclables = glass, metal, and plastic) or Source Separated Blue Container Compost Material (organic recyclables such as clean paper and cardboard).

B. "CalRecycle" means California's Department of Resources Recycling and Recovery, and any successor agencies, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Cities (and others).

C. "California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

D. "City" means the City of American Canyon, a municipal corporation, and all the territory lying within the municipal boundaries of the City as presently existing or as such boundaries may be modified during the Term.

E. "City Enforcement Officer" means the city manager, or other executive in charge or their authorized Designee(s) who is/are partially or wholly responsible for enforcing the ordinance. See also "Regional or County Agency Enforcement Officer".

F. "Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this Chapter.

G. "Commercial Edible Food Generator" includes a Tier One, or a Tier Two Commercial Edible Food Generator as defined in Sections 8.20.050(uuu) and 8.20.060(vvv) of this Chapter or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

H. "Compliance Review" means a review of records by the city to determine compliance with this Section.

I. "Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

J. "Compost" or "Compostables" has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this Chapter, that "Compost" means those materials that are processed in a controlled biological decomposition process, which are source separated from the MSW stream. Compostables include food scraps, soiled paper products, yard trimmings and wood materials that do not contain hazardous waste.

K. "Compostable Plastic" means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

L. "Container Contamination" or "Contaminated Container" means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

M. "Construction and Demolition Debris" or "C&D" includes waste building materials, packaging and rubble resulting from construction, remodeling, repair or demolition operations on

pavements, houses, commercial and industrial buildings, and other structures and improvements.

N. "Designee" means an entity that the City contracts with or otherwise arranges to carry out any of the City's responsibilities of this Section as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

O. "Direct Service Provider" means a person, company, agency, district, or other entity that provides a service or services to City pursuant to a contract or other written agreement or as otherwise defined in 14 CCR Section 18982(a)(17).

P. "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not MSW if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

Q. "Enforcement Action" means an action of the City to address non-compliance with this Chapter including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

R. "Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in the City's, or its Designee's would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family MSW after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include used motor oil and filters, household batteries, universal wastes, electronic waste, and/or latex paint when such materials are defined as allowable materials for collection through the City's collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by City or its Designee for collection services.

S. "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

T. "Food Facility" means a commercial & business establishment that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption.

U. "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

V. "Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

1. A food bank as defined in Section 113783 of the Health and Safety Code;
2. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
3. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

W. "Food Recovery Service" means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

X. "Food Scraps" means all surplus, spoiled or unsold food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, eggshells and solid fats, oils & grease.

Y. "Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

Z. "Food-Soiled Paper" is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza

boxes, coffee filters, tea bags, wax paper, butcher paper and waxed cardboard, paper take out boxes, paper egg cartons, and milk cartons.

AA. "Food Waste" means Food Scraps.

BB. "Gray Container" has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste

CC. "Gray Container Waste" means MSW that is collected in a Gray Container that is part of a three-container Compost Material collection service that prohibits the placement of Compost Material in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5).

DD. "Green Container" has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Compost Material.

EE. "Grocery Store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

FF. "Hauler Route" means the designated daily, weekly, etc. itinerary or sequence of stops for each segment of the City's collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

GG. "High Diversion Organic Waste Processing Facility" means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Compost Material received from the "Mixed waste organic collection stream" as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

HH. "Inspection" means a site visit where a City reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Compost Material or Edible Food handling to determine if the entity is complying with requirements set forth in this Chapter, or as otherwise defined in 14 CCR Section 18982(a)(35).

II. "Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38)

differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.

JJ. "Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition in 13 CCR Section 18982(a)39 shall apply to this Section.

KK. "Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to MSW, or as otherwise defined in 14 CCR Section 18982(a)(40).

LL. "Multi-Family Residential Dwelling" or "Multi-Family" means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

MM. Municipal Solid Waste or "MSW": means all fractions of discarded putrescible and non-putrescible solid, semi-solid and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, construction, and demolition debris, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other discarded substances or materials. MSW does not include:

1. Hazardous waste, as defined in the State Public Resources Code Section 40141.
2. Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
3. Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a MSW landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be MSW shall be regulated pursuant to Division 30 of the State Public Resources Code.
4. Recyclable Materials which have been source or type-separated from other waste material.

NN. "MWELo" refers to the Model Water Efficient Landscape Ordinance (MWELo), 23 CCR, Division 2, Chapter 2.7

OO. "Non-Compostable Paper" includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

PP. "Non-Local Entity" means the following entities that are not subject to the City's enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42):

1. State agencies located within the boundaries of the city, including all public-school locations.

QQ. "Non-Organic Recyclables" means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics, and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

RR. "Notice of Violation (NOV)" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

SS. "Organic Waste" means MSW's containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

TT. "Organic Waste Generator" means a person or entity that is responsible for the initial creation of organic waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

UU. "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

VV. "Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

WW. "Prohibited Container Contaminants" means the following:

1. Discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City Blue Container.
2. Discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Compost Material for the City Green

Container.

3. Discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Compost Materials to be placed in City Green Container and/or Blue Container; and
4. Excluded Waste placed in any container.

XX. "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Compost Material processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

YY. "Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

ZZ. "Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

AAA. "Recyclable Materials" means material which otherwise would become or be treated as MSW but which, by means of a process of collecting, sorting, cleansing, treating, and reconstructing, may be returned to the economic mainstream in the form of finished or source material for new, reused, or reconstituted products, which may be used in the marketplace. "Recyclable Materials" includes paper, books, magazines, cardboard, box board, plastic, metal, glass, and other similar materials authorized by the city for collection by the Authorized Contractor.

BBB. "Regional Agency" means regional agency as defined in Public Resources Code Section 40181.

CCC. "Regional or County Agency Enforcement Officer" means a regional or county agency enforcement officer, designated by the City with responsibility for enforcing this ordinance in conjunction or consultation with the City Enforcement Officer or City Designee.

DDD. "Renewable Gas" means gas derived from organic waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

EEE. "Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

FFF. "Route Review" means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

GGG. "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code,

and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

HHH. "SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

III. "SB 1383 Eligible Mulch" means mulch eligible to meet the Annual Recovered Compost Material Product Procurement Target, pursuant to 14 CCR Chapter 12 of Division 7. This SB 1383 Eligible Mulch shall meet the following conditions for the duration of the applicable procurement compliance year, as specified by 14 CCR Section 18993.1 (f)(4):

1. Produced at one of the following facilities:
  - i. A transfer/processing facility or transfer/processing operation as defined in 14 CCR Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR Division 7; or,
  - ii. A transfer/processing facility or transfer/processing operation as defined in 14 CCR Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR Division 7; or,
  - iii. A MSW landfill as defined in Public Resources Code Section 40195.1 that is permitted under 27 CCR Division 2.
2. Meet or exceed the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Sections 17852(a)(24.5) (A)1 through 3, as enforced by Section 6-3-708(a)

JJJ. "SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Material Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR

KKK. "Self-Hauler" means a person, who hauls MSW, recyclable or compostable material he or she has generated to a transfer, processing, recovery, or disposal facility other than the Direct Service Provider, whose primary business is not waste hauling. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Material to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

LLL. "Single-Family" means of, from, or pertaining to any residential premises with fewer than five (5) units.

MMM. "Soiled Paper Products" means paper towels, tissue products, paper napkins, paper plates and cups, coffee filters, tea bags, waxed paper, butcher paper, paper take-out boxes and containers, greasy pizza boxes, paper bags and cardboard and wax-coated cardboard produce boxes. "Soiled Paper Products" does not include polystyrene, plastic-backed paper, blue-line paper or blueprints, diapers, kitty litter, any paper containing plastics, aluminum foil or foil-lined food wrap.

NNN. "Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the MSW stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste or other MSW for the purposes of collection and processing.

OOO. "Source Separated Blue Container Compost Material" means Source Separated Compost Material (e.g. non-soiled paper products) that can be placed in a Blue Container that is limited to the collection of those compost materials and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).

PPP. "Source Separated Green Container Compost Material" means Source Separated Compost Material that can be placed in a Green Container that is specifically intended for the separate collection of Compostable Material by the generator, excluding Source Separated Blue Container Compost material, carpets, Non-Compostable Paper, and textiles.

QQQ. "Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and Source Separated Blue Container Compost Material. "Recyclable Materials" includes paper, books, magazines, cardboard, boxes, plastic, metal, glass, food waste and other similar materials authorized by the city for collection by the Authorized Contractor.

RRR. "State" means the State of California.

SSS. "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

TTT. "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

1. Supermarket.
2. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
3. Food Service Provider.
4. Food Distributor.

5. Wholesale Food Vendor.
6. If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

UUU. "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

1. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
2. Hotel with an on-site Food Facility and 200 or more rooms.
3. Health facility with an on-site Food Facility and 100 or more beds.
4. Large Venue.
5. Large Event.
6. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
7. A Local Education Agency facility with an on-site Food Facility.
8. If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

VVV. "Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

WWW. "Uncontainerized Yard Trimming Collection Service" or "Uncontainerized Service" means a collection service that collects yard trimmings that are placed in a pile or bagged for collection on the street in front of a generator's house or place of business for collection and transport to a facility that recovers Source Separated Organic Waste, or as otherwise defined in 14 CCR Section 189852(a)(75).

XXX. "Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

YYY. "Yard Trimmings" means tree trimmings, grass cuttings, leaves, branches, and similar organic materials, including vineyard clippings, sawdust, wooden chopsticks, crates and other clean

wood items under 36".

#### Section 8.20.020: Requirements for Single-Family Generators

Single-Family Organic Material Generators shall comply with the following requirements except Single-Family generators that meet the Self-Hauler requirements in Section 8.20.080 of this Chapter

- A. Shall subscribe to the City's MSW, Recycling and Compostables collection services for all MSW, recycling, and compostable materials generated as described below in subsection (B). Single-Family MSW, Recycling, and Compost Generators shall comply with the following requirements except Single-Family generators that meet the Self-Hauler requirements in Section 8.20.080 of this Article
- B. Shall participate in the City's MSW, Recycling, and Compost collection service(s) by placing designated materials in designated containers as described below and shall not place Prohibited Container Contaminants in collection containers.
  - 1. Generator shall place Source Separated Green Container Compostable material, including Food Scraps and Yard Trimmings, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container MSW in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

#### Section 8.20.030: Requirements of Commercial Businesses

Generators that are Commercial Businesses, including Multi-Family Complexes, shall:

- A. Subscribe to City's three-container collection services and comply with requirements of those services as described below in Section 8-20.030(B), except Commercial Businesses that meet the Self-Hauler requirements in Section 8.20.080 of this Chapter. City shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and Commercial Businesses shall adjust their service level for their collection services as required by the City.
- B. Except Commercial Businesses that meet the Self-Hauler requirements in Section 8.20.080 of this Chapter, participate in the City's MSW, Recycling and Compostable collection service(s) by placing designated materials in designated containers as described below.

1. Generator shall place Source Separated Green Container compostable material including Food Scraps and Yard Trimmings, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container MSW in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.
- C. Supply and allow access to adequate number, size, and location of collection containers with sufficient labels or colors (conforming with Sections 8.20.030(D)(1) and 8.20.030(D)(2) below) for employees, contractors, tenants, and customers, consistent with City's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 8.20.080.
- D. Excluding Multi-Family Complexes, provide containers for the collection of Source Separated Green Container compost materials and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:
1. A body or lid that conforms with the container colors provided through the collection service provided by City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
  2. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- E. Multi-Family Complexes are not required to comply with container placement requirements or labeling requirements in Section 8.20.030(D) pursuant to 14 CCR

Section 18984.9(b).

- F. To the extent practical through education, training, inspection, and/or other measures, excluding Multi-Family Complexes, prohibit employees from placing materials in a container not designated for those materials per the City's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 8.20.080.
- G. Excluding Multi-Family Complexes, periodically inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
- H. Annually provide information to employees, contractors, tenants, and customers about Compost Material Recovery requirements and about proper sorting of Source Separated Green Container Compost Materials and Source Separated Blue Cart Recyclable Materials.
- I. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Compost Material and Source Separated Blue Container Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.
- J. Provide or arrange access for City, its agent or designee to their properties during all Inspections conducted in accordance with Section 8.20.120 of this Chapter to confirm compliance with the requirements of this Chapter.
- K. If a Commercial Business wants to self-haul, meet the Self-Hauler requirements in Section 8.20.080.
- L. Nothing in this Section prohibits a generator from preventing or reducing MSW generation, managing Compost Materials on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- M. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 8.20.050 & 8.20.060.

#### Section 8.20.040: Waivers for Generators

- A. De Minimis Waivers: The City may waive a Single Family or Commercial Business' obligation (including Multi-Family Complexes) to comply with some or all of the Compost Material requirements of this Chapter if the Single Family or Commercial Business demonstrate and certify to the satisfaction of the City Compliance Officer or designee that such MSW, recyclable material, and compost collection service is not needed because the owner or occupant satisfies any of the following criteria:
1. Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section 8-20.040(A)(2) below.
  2. Provide documentation that either:
    - a. The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
    - b. Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.
  3. Notify the City if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.
  4. Provide written verification of eligibility for de minimis waiver every 5 years, if City has approved de minimis waiver.
- B. Physical Space Waivers: City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or MSW, recycling and compost collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the MSW, recycling and compost collection requirements or Section 8.20.020 or 8.20.030.

A Commercial Business or property owner may request a physical space waiver through the following process:

1. Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.

2. Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.
3. Provide written verification to City that it is still eligible for physical space waiver every five years if City has approved application for a physical space waiver.

#### Section 8.20.50: Requirements for Commercial Edible Food Generators

- A. Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- C. Commercial Edible Food Generators shall comply with the following requirements:
  1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
  2. Contract with, or enter into a written agreement with, Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
  3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
  4. Allow City's City Compliance Officer or designee to access the premises and review records pursuant to 14 CCR Section 18991.4.
  5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
    - a. A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).

- b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
    - c. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
      - i. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
      - ii. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
      - iii. The established frequency that food will be collected or self-hauled.
      - iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- 6. No later than March 31st of each year, commencing no later than February 1, 2023, for Tier One Commercial Edible Food Generators and February 1, 2025, for Tier Two Commercial Edible Food Generators, provide an annual Food Recovery report to the City that includes the following information:
  - a. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
  - b. The quantity of food, measured in annual pounds recovered, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
  - c. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
- D. Nothing in this Chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Chapter 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

## Section 8.20.060: Requirements for Food Recovery Organization and Services

- A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
  - 1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
  - 2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
  - 3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
  - 4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
  
- B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
  - 1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
  - 2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
  - 3. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
  
- C. No later than March 31st of each year, commencing March 31, 2023 Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b).
  
- D. Food Recovery Capacity Planning

In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the City or its designee, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days unless a shorter timeframe is otherwise specified by the City.

#### Section 8.20.070: Requirements for Direct Service Providers / Haulers and Facility Operators

##### A. Requirements for Authorized Contractor of Direct Service Providers

1. Exclusive franchised Direct Service Provider providing residential, commercial, or industrial compost material collection services to generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the City to collect MSW, recycling, and compost material:
  - a. Through written notice to the city annually on or before March 15th identify the facilities to which they will transport Compost Material including facilities for Source Separated Recyclable Materials and Source Separated Green Container Compost Material.
  - b. Transport Source Separated Recyclable Materials and Source Separated Green Container Compost Material to a facility, operation, activity, or property that recovers Compost Material as defined in 14 CCR, Division 7, Chapter 12, Chapter 2.
  - c. Obtain approval from the City to haul Compost Material, unless it is transporting Source Separated Compost Material to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, this Section, and City's C&D ordinance.
2. Exclusive franchised Authorized Contractor authorized to collect compostables shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit license, or other agreements entered into with City.

##### B. Requirements of Facility Operators and Community Composting Operations

1. Owners of facilities, operations, and activities that recover MSW, Recycling and Compost Material, including, but not limited to, Landfills, Material Recovery Facilities, Transfer Stations, Compost facilities, in-vessel digestion facilities, and publicly owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.
2. Community Composting operators, upon City request, shall provide information to the City to support Compost Material capacity planning, including, but not limited to, an estimate of the amount of Compost Material anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days

#### Section 8.20.080: Self Hauler Requirements

- A. Self-Haulers shall source separate all recyclable materials and compost material (materials that City otherwise requires generators to separate for collection in the City's recycling materials and compost collection program) generated on-site from MSW in a manner consistent with 14 CCR Sections 18984.1 and 18984.2 or shall haul Compost Material to a High Diversion Compost Material Processing Facility as specified in 14 CCR Section 18984.3.
- B. Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Compost Material to a MSW facility, operation, activity, or property that processes or recovers Source Separated Compost Material. Alternatively, Self-Haulers may haul Compost Material to a High Diversion Compost Material Processing Facility.
- C. Self-Haulers that are Commercial Businesses (including Multi-Family Complexes) shall keep a record of the amount of Compost Material delivered to each MSW facility, operation, activity, or property that processes or recovers Compost Material; this record shall be subject to Inspection by the City. The records shall include the following information:
  1. Delivery receipts and weight tickets from the entity accepting the waste.
  2. The amount of material in cubic yards or tons transported by the generator to each entity.
  3. If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self Hauler is not

required to record the weight of material but shall keep a record of the entities that received the Compost Material.

- D. Self-Haulers that are Commercial Businesses (including Multi-Family Self Haulers) shall provide information collected in Section 8.20.080(c) to City, if requested.
- E. A residential Compost Material Generator that self-hauls Compost Material, as described in Section 5.60.130 is not required to record or report information in Section 8.20.080(C) and (D).

#### Section 8.20.090: Procurement Requirements for City Departments, Authorized Contractors, and Vendors

- A. Direct Service Providers of landscaping maintenance, renovation, and construction shall:
  - 1. Use Compost and SB 1383 Eligible Mulch, as practicable, produced from recovered Compost Material, for all landscaping renovations, construction, or maintenance performed for the City, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 Eligible Mulch used for land application shall comply with 14 CCR, Division 7, Chapter 12, Chapter 12 and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Section 17852(a)(24.5) (A)(1) through (3).
  - 2. Keep and provide records of Procurement of Recovered Compost Material Products (either through purchase or acquisition) to City, upon completion of projects. Information to be provided shall include:
    - a. General description of how and where the product was used and if applicable, applied.
    - b. Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the Recovered Compost Material Products were procured.
    - c. Type of product.
    - d. Quantity of each product; and,
    - e. Invoice or other record demonstrating purchase or procurement.
- B. All vendors providing Paper Products and Printing, and Writing Paper shall:

1. If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items or at a total cost of no more than 10% of the total cost for non-recycled items.
2. Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
3. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the city. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
4. Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).
5. Provide records to the City's Recovered Compost Material Product procurement recordkeeping staff, in accordance with the City's Recycled-Content Paper procurement policy(ies) of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the City. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required in Sections 7(b)(3) and 7(b)(4) of this Chapter for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided.

#### Section 8.20.100: Compliance with CALGreen Recycling Requirements

- A. Persons applying for a permit from the City for new construction and building additions and alternations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended, if its project is covered by the scope of CALGreen. If the requirements of CALGreen are more stringent than the requirements of this Section, the CALGreen requirements shall apply.

- B. Project applicants shall refer to City's building code for complete CAL Green requirements.
- C. For projects covered by CAL Green, the applicants must comply with the following:
  - 1. Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site. These accessible areas shall provide Blue and Green Container material storage and collection, consistent with the three container collection program offered by the City, or provide adequate recycling space for Multi-Family Complexes and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
  - 2. New Commercial construction or additions that increase floor area by more than 30% shall provide readily accessible areas identified for Blue Container and Green Container material storage and collection, consistent with the three-container collection program offered by the City, or provide adequate recycling space for Multi-Family Complexes and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
  - 3. Comply with CALGreen requirements and applicable law related to management of C&D, including Compost Material in C&D diversion from disposal. Comply with City's C&D ordinance, Chapter 15.32 of City's municipal code, and all written and published City policies and/or administrative guidelines regarding collection, recycling, diversion, tracking, and/or reporting of C&D.

#### Section 5.6.110: Model Water Efficient Landscaping Ordinance Requirements

- A. Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new Single-Family, Multi-Family, public, institutional, or Commercial project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO, including sections related to Compost and mulch use as delineated in this Section.
- B. The following MWELO Compost and mulch use requirements are now also included as requirements of this Section.

- C. Property owners or their building or landscape designers that meet the MWELo threshold compliance outlined in 5.6.110(A) above shall:
1. Comply with MWELo Sections 492.6 (a)(3)(B)(C)(D) and (G) , which requires landscape design plan submittal with soil preparation, mulch, and amendments section to include the following:
    - a. For landscape installations, Compost a minimum of four cubic yards per 1,000 square feet of permeable area incorporated to a six (6) inch soil depth . Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.
    - b. For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed planting areas soil surfaces except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
    - c. Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.
  2. The MWELo compliance items listed in this Section are not an inclusive list of MWELo requirements; therefore, property owners or their building or landscape designers that meet the MWELo compliance threshold outlined in this Section shall consult the full MWELo for all requirements.
- D. If, after the adoption of this Chapter, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELo September 15, 2015 requirements, the City shall update the local MWELo ordinance. If the amended MWELo requirements are more stringent than those required in this Section, the revised 23 CCR, Division 2, Chapter 2. 7 requirements shall be enforced.

#### Section 8.20.120: Inspections and Investigations by City

- A. City Enforcement Officer and/or its designated entity, including Designees, are authorized to conduct Inspections and investigations, at random or otherwise, of any collection

container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this Section by Compost Material Generators, Commercial Businesses (including Multi-Family Complexes), property owners, Commercial Edible Food Generators, Authorized Contractors, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private residential property for Inspection.

- B. Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this Chapter described herein. Failure to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.
- C. Any records obtained by a City during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- D. City representatives, its designated entity, and/or Designee are authorized to conduct any Inspections or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.
- E. City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

#### Section 8.20.130: Enforcement

- A. Violation of any provision of this Chapter shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a City Compliance Officer or Designee. Enforcement Actions under this Chapter are administrative citation issuance and fine assessment. The City's procedures on administrative fines set forth in chapter 9.12 are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this Chapter and any rule or regulation adopted pursuant to this Chapter, except as otherwise indicated in this Chapter.
- B. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. City may choose to delay court action until such

time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.

C. Responsible Entity for Enforcement

1. Enforcement pursuant to this Chapter may be undertaken by the City Compliance Officer, which may be the city manager or their designated entity, legal counsel, or combination thereof.
2. Enforcement may also be undertaken by a Regional or County Agency Enforcement Officer, designated by the city, in consultation with City Compliance Officer.
  - a. City Compliance Officer(s) and Regional or County Agency Enforcement Officer will interpret ordinance; determine the applicability of waivers, if violation(s) have occurred; implement Enforcement Actions; and, determine if compliance standards are met.
  - b. City Compliance Officer(s) and Regional or County Agency Enforcement Officer may issue Notices of Violation(s).

D. Process of Enforcement

1. City Compliance Officers or Regional or County Enforcement Officers and/or their Designee will monitor compliance with the ordinance randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program. Chapter 8.20.130 establishes City's right to conduct Inspections and investigations.
2. City may issue an Officer notification to notify regulated entities of its obligations under the ordinance.
3. City shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
4. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, City shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the City's Administrative Citation ordinance in Chapter 1.20 to 1.24.

Notices shall be sent to "owner" at the Officer address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information.

E. Penalty Amounts for Types of Violations

The fine structure in Chapter 9.12, as amended, is hereby incorporated into this Ordinance.

F. Compliance Deadline Extension Considerations

The City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 8.20.130 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters.
2. Delays in obtaining discretionary permits or other government agency approvals; or,
3. Deficiencies in Compost Material recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

G. Appeals Process

The Appeals Process identified in Chapter 9.12 are hereby incorporated into this ordinance.

H. Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, City or its Designee will conduct Inspections, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if City determines that Compost Material Generator, Self-Hauler, Authorized Contractor, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this Chapter and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024

I. Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the City determines a Compost Material Generator, Self-Hauler, Authorized Contractor, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance

with this Chapter, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to Section 8.20.130, as needed.

#### Section 8.20.140: Effective Date

This Chapter shall be effective commencing January 1, 2022.



## **TITLE**

National Community Survey

## **RECOMMENDATION**

Adopt a Resolution approving appropriation authority and authorizing the City Manager to enter into an agreement with NRC at Polco for the National Community Survey and Polco Performance Plan Annual Services.

## **CONTACT**

Jason B. Holley, City Manager

Jen Kansanback, Communications Manager

## **BACKGROUND & ANALYSIS**

In response to Council's desire to the survey resident opinion about the City's provision of local government services, staff has obtained a proposal to again participate in the National Community Survey (The NCS).

In partnership with International City/County Management Association (ICMA), The NCS is the gold standard in community assessments today. This benchmarking survey provides a comprehensive and accurate picture of livability and resident perspectives about local government services, policies, and management. Local government leaders across the nation use The NCS to engage residents safely and effectively, measure performance, and make evidence-based decisions. This benchmark database holds hundreds of thousands of resident opinions – making it the largest of its kind in the United States.

The National Research Center (NRC) conducts national benchmarking surveys, The NCS, and custom survey research. NRC at Polco recommends agencies conduct The NCS every five years. The City of American Canyon, through the NRC, last conducted The NCS in 2015, resulting in the 2015 Community Livability Report. Staff received a proposal from Polco to conduct The NCS in the first half of 2022. The proposed services for The NCS include:

- Advanced reporting with interactive reporting of results on Polco (PDF download available)
- Benchmark comparisons with more than 500 communities nationwide
- Custom benchmarking with communities within a state or region, with similar population sizes

- Spanish Translation of Benchmark Survey & Survey Invitations (additional languages are available for an additional cost)
- 1/2 Page of Custom Questions (option available, but not recommended by the NRC)
- Accurate Representation: Scientific survey methods to best reflect characteristics of entire community
- Wider Access Online: Open participation survey included in addition to the sampled survey
- In-Depth Results: Tracking of results and response rates by geographic area and basic demographics
- Expert Analysis: Survey conducted and analyzed by a data science practitioner

Additionally, the proposal includes access to all Polco Premium Features for use throughout the year. In 2019, NRC merged with Polco creating the gold standard in civic engagement. Combined with Polco's online community engagement polling platform, now NRC provides local government leaders with the best in survey research alongside today's most innovative online civic engagement capabilities. The Polco platform suite of tools were developed by top-notch software engineers, public policy experts and civic engagement thought leaders. Polco's state-of-the-art features allow local governments to poll residents on important community topics. The platform also provides the added certainty of verified respondents. Through the Polco platform we can publish from a full library of pre-loaded online surveys, as well as create our own. We can also create an interactive City Hall experience through the Polco Live feature, which provides real-time polling during remote or in-person public meetings and events.

Finally, the proposal includes one benchmark survey per 12-month period with an online report that will include comparisons to National Benchmarks, and demographic and geographic comparisons. The benchmark survey options include:

- The National Community Survey™ (The NCS™) – Proposed for 2021
- The National Police Services Survey™ (The NPSS™)
- The Community Assessment Survey for Older Adults™ (CASOA™)
- The National Employee Survey™ (The NES™)
- The National Business Survey™ (The NBS™)
- The Economic Development Workforce Survey™ (The EDWS™)

The Recommended Action also authorizes the City Manager to enter into an agreement with NRC at Polco for the National Community Survey and Polco Performance Plan Annual Services listed above.

## **COUNCIL PRIORITY PROGRAMS AND PROJECTS**

Organizational Effectiveness: "Deliver exemplary government services."

## **FISCAL IMPACT**

The subscription -including the National Community Survey, with additional options including translation, custom benchmarking, and custom questions - costs \$23,100 annually.

The National Community Survey was not budgeted in the Fiscal Year 2021-22 Budget. The Recommended Action approves an additional appropriation of \$23,100 to account number 100-10-760-42150. The result will be a reduction in the Undesignated General Fund Fund Balance, which will be addressed during the Fiscal Year 2021-22 Mid-year Budget.

### **ENVIRONMENTAL REVIEW**

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

### **ATTACHMENTS:**

1. [Resolution - NRC at Polco](#)
2. [Exhibit A - Polco Agreement](#)
3. [Exhibit B - Polco Quote](#)
4. [Final 2015 Community Livability Survey](#)
5. [Final 2015 Community Livability Report](#)

**RESOLUTION NO. 2021-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON  
APPROVING APPROPRIATION AUTHORITY AND AUTHORIZING THE  
CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NRC AT POLCO FOR THE  
NATIONAL COMMUNITY SURVEY AND POLCO ANNUAL PERFORMANCE PLAN**

**WHEREAS**, The National Community Survey (The NCS), in partnership with International City/County Management Association (ICMA) is the gold standard in community assessments today; and

**WHEREAS**, local government leaders across the nation use The NCS to engage residents safely and effectively, measure performance, and make evidence-based decisions; and

**WHEREAS**, the National Research Center (NRC) at Polco conducts The NCS and recommends agencies conduct The NCS every five years; and

**WHEREAS**, the City of American Canyon, through the NRC, conducted The NCS in 2015, resulting in the 2015 Community Livability Report, and will conduct The NCS in the first half of 2022.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of American Canyon hereby approve an additional appropriation of \$23,100 to account number 100-10-760-42150 to be funded from fund balance and addressed during the Fiscal Year 2021-22 mid-year budget adjustment process to determine alternative funding sources.

**BE IT FURTHER RESOLVED** that the City Council of the City of American Canyon authorizes the City Manager to enter into an agreement with NRC at Polco for the National Community Survey and Polco Performance Plan Annual Services.

**PASSED, APPROVED and ADOPTED** at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 2<sup>nd</sup> day of November 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

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

\_\_\_\_\_  
Taresa Geilfuss, City Clerk

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

**CITY OF AMERICAN CANYON  
STANDARD AGREEMENT  
FOR INDEPENDENT CONTRACTOR SERVICES**

THIS AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into this 15th day of November, 2021, by and between the City of American Canyon (“CITY”), a Municipal Corporation and Polco/NRC (“CONTRACTOR”), who agree as follows:

**RECITALS**

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

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

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

**NOW THEREFORE**, the parties agree as follows:

1. **Term of Agreement**: The Term of this Agreement shall extend from November 15, 2021 (“Commencement Date”) to June 30, 2024 (the “Termination Date”).
2. **Contractors Services**. Contractor shall perform the services describe in Exhibit A (“Scope of Work” and/or “Services”) to the full satisfaction of City.
3. **Time of Performance**. Contractor shall perform the Services on or by the Termination Date set forth in Agreement section 1, unless extended in writing by the parties pursuant to the terms of this Agreement.
4. **Compensation**. City agrees to compensate Contractor, and Contractor agrees to accept in full satisfaction for the Services required by this Agreement the consideration set forth in Exhibit B, attached and incorporated by this reference (“Payment”). City shall pay Contractor in accordance with the schedule of payment set forth in Exhibit B.
5. **Independent Contractor**. Contractor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor’s employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.
6. **Assignment**. Contractor shall not assign or attempt to assign any portion of this Agreement without prior written approval by City.

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

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

13. **Indemnification.** To the fullest extent permitted by law Contractor shall indemnify, defend and hold harmless City, its elected and appointed officials, officers, attorneys, agents, employees, volunteers and each of them ("City indemnitees"), from and against any and all

causes of action, claims, liabilities, obligations, judgments, damages, loss, expenses, and costs of every nature, including reasonable legal counsels' fees and costs of litigation ("claims") arising out of or in connection with Contractor's performance of its obligations under this Agreement or out of the operations conducted by Contractor or its failure to comply with any of its obligations contained in this Agreement, including the City's active or passive negligence, except for such loss or damage arising from the active or sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this Agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees incurred in defense of such claims.

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

#### 14. **Termination.**

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

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

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

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

Contractor shall address notices to:

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

City shall address notices to:

Polco/NRC  
8001 Terrace Ave., Suite 201  
Middletown, WI 53562

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

## 17. Compliance with Laws.

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

- e. Harassment Prohibited. Contractor and Contractor's employees and subcontractors shall comply with the City's Workplace Harassment and Discrimination Policy.
  - f. Illness and Injury Prevention Program (IIPP). Contractor shall provide the City with a copy of their IIPP to show compliance with CalOSHA.
  - g. Licenses and Permits. Contractor represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to practice its profession. Contractor shall secure and maintain a business license with the City during the term of this Agreement.
18. **Facilities and Equipment:** Except as set forth in Exhibit D ("Facilities and Equipment"), Contractor shall, at its sole cost and expense, furnish all facilities and equipment, which may be required for completing the Scope of Work pursuant to this Agreement. City shall furnish to Contractor only the facilities and equipment listed in Exhibit D according to the terms and conditions set forth in Exhibit D.
19. **Special Conditions.**  
None.
20. **Exhibits.** All exhibits referred to in this Agreement are attached and incorporated by this reference.
21. **Benefits and Taxes.** Contractor shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, federal and state income taxes, for which Contractor shall indemnify and hold City harmless from any and all liability that City may incur because of Contractor's failure to pay such taxes. City shall have no obligation whatsoever to pay or withhold any taxes on behalf of Contractor.
22. **Dispute Resolution.** Should any dispute arise concerning any provisions of this Agreement, or the parties' rights and obligations hereunder, the parties shall meet and confer in an attempt to resolve the dispute. Prior to commencing any legal action, the complaining party shall provide to the other party thirty (30) days' written notice of the intent to take such action; provided that such notice shall not be required where a delay in commencing an action would prejudice the interests of the party that intends to file suit. During the thirty (30) day notice period, the parties shall meet and confer in an attempt to resolve the

dispute. Except as specifically provided, nothing herein is intended to waive or abridge any right or remedy that either party may have.

**23. Default and Remedies.**

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

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

**25. Documents and Records.**

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

26. **Inspection of Books and Records.** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records, or reports of the other party pertaining to this Agreement or matters related hereto. Each of the parties hereto shall maintain and make available for such inspection accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
27. **Confidential Information.** Contractor shall hold any confidential information received from City in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, Contractor shall return materials which contain any confidential information to City. Contractor may keep one copy for its confidential file. For purposes of this section, confidential information is defined as all information disclosed to Contractor which relates to City's past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law.
28. **Successors and Assigns.** This Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties hereto.
29. **Waiver.** Any waiver at any time by either party hereto of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other default or matter.
30. **Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
31. **Agreement Interpretation.** Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code section 1654 in order to interpret any uncertainty in the meaning of the Agreement.
32. **Entire Agreement.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the subject matter described herein.
33. **Jurisdiction and Severability.** This Agreement shall be governed and construed in accordance with California law. The venue for any legal action in State court filed by a party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. The venue for any legal action in Federal court filed by a party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement within the jurisdiction of the Federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceeding under this Agreement shall be in Napa County, California; however, nothing in this Agreement section shall obligate a party to submit to arbitration any dispute arising under this Agreement. If any term or provision of

this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

34. **Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Contractor and City.

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

**CONSULTANT**

BY: \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_

DATE: \_\_\_\_\_

**CITY OF AMERICAN CANYON**

BY: \_\_\_\_\_  
Jason B. Holley  
City Manager

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
William D. Ross  
City Attorney

DATE: \_\_\_\_\_

**APPROVED AS TO BUDGET  
AUTHORITY:**

BY: \_\_\_\_\_  
Lincoln Bogard  
Finance Director

DATE: \_\_\_\_\_

**APPROVED AS TO INSURANCE:**

BY: \_\_\_\_\_  
William D. Ross  
City Attorney

DATE: \_\_\_\_\_

**Attachments:**

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

**EXHIBIT A**  
**SCOPE OF WORK**

Contractor shall complete the attached Scope of Work.

# American Canyon, CA

## American Canyon, CA

4381 Broadway Street Suite 201  
 American Canyon, CA 94503  
 United States

## Jennifer Kansanback

Communications Manager  
 jkansanback@cityofamericancany  
 on.org  
 7076475355

## Reference: 20210830-141616842

Quote created: August 30, 2021  
 Quote expires: November 28, 2021  
 Quote created by: Damema Mann  
 damema@n-r-c.com  
 +1 (303) 226-6983

## Products & Services

Item & Description	Quantity	Unit Price	Total
<p>Polco Performance Plan (Level 2)</p> <p>All Polco Premium Features are available to you during your subscription term to engage with your target audiences. Respondents answer questions via Polco's civic surveying and engagement platform which includes real time results and the option to have respondents verified against voter lists. As participants respond they become part of your community's digital panel available for follow up questions, surveys, polls, and other engagement.</p> <p>The Performance plan includes 1 benchmark survey per 12-month period. Your online report will include comparisons to our National Benchmarks, and demographic and geographic comparisons (if response is sufficient by subgroup). Our client success team will guide your benchmark survey process to ensure smooth implementation.</p> <p>Level 2</p> <p>A representative sample of residents (or other appropriate stakeholders) will be invited to complete the survey to ensure statistically significant response and results. We will use statistically appropriate methodologies to garner community-wide representativeness with at least a 6% margin of error (4-6% is typical and meets best practices for performance measurement, about 250-450 responses) per local jurisdiction. The invitations will contain an introduction outlining the importance of the survey and instructions for completing it. To supplement this effort, the client will be asked to participate in outreach efforts with guidance on best practices from</p>	1	\$15,500.00 / year	\$15,500.00 / year for 1 year

Polco. Responses will be statistically weighted to ensure the best representation of your community (or stakeholder group, if applicable).

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The NCS - Online Custom Benchmark	1	\$1,800.00	\$1,800.00
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**Comparisons**

In addition to the national benchmarks (included with The NCS Online reporting), Custom Benchmarks can be purchased to compare your results to custom cohorts such as communities within a state or region, with similar population sizes, university or resort towns, or other specifications. Your program manager will assess the viability of unique cohorts (i.e., if too specific, there may not be enough communities in the database to provide a comparison). Cost is per custom group and will be included as an additional tab in your online report

---

The NCS - 1/2 Page of Custom	1	\$1,800.00	\$1,800.00
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**Questions**

As The NCS is a comprehensive survey we suggest not adding custom questions to minimize respondent burden and recommend asking custom questions in a separate survey on Polco. However, we recognize that while you are making this larger effort to get input from your residents you may want to add a few custom items. This is not included in the Polco Performance plan, but can be added.

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## Subtotals

Annual subtotal	\$15,500.00
One-time subtotal	\$7,600.00
<b>Total</b>	<b>\$23,100.00</b>

## Questions? Contact me



Damema Mann  
damema@n-r-c.com  
+1 (303) 226-6983

Polco / NRC  
8001 Terrace Ave, Ste 201  
Middleton, WI 53562  
US

**EXHIBIT B**  
**PAYMENT AND SCHEDULE OF PAYMENTS**

**1. TOTAL COMPENSATION**

City shall compensate Contractor for the satisfactory performance of the work described in this Agreement to not exceed the amount of twenty-three thousand one hundred dollars (\$23,100) per year.

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

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

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

**Commercial General Liability (CGL):**

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

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

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

***Commercial General Liability (CGL) - Completed Operations Coverage***

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

**Automobile Liability:**

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

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

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

**Professional Liability (Errors and Omissions):**

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

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

**Workers' Compensation Insurance:**

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

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

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

\_\_\_\_\_  
Contractor/Consultant Signature

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

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

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

**Surety Bonds:**

Contractor shall provide the following Surety Bonds:

- \_\_\_ Bid Bond
- \_\_\_ Performance Bond
- \_\_\_ Payment Bond
- \_\_\_ Warrantee Bond

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

**Contractor’s or Consultant’s Pollution Legal Liability:**

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

**Specific Insurance Provisions**

***Insurance Limits:***

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

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

***Notice of Cancellation, Suspension or Otherwise Voiding Policies:***

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

***Waiver of Subrogation:***

**Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire** against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision

applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

***Deductibles and Self-Insured Retentions (“SIR”):***

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

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

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

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

***Acceptability of Insurers:***

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

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

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor or Consultant must purchase “extended reporting” coverage for a minimum of **five (5) years** after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

***Subcontractors:***

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

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

***Verification of Coverage:***

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

***Special Risks or Circumstances***

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

***Failure to Comply:***

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

***Applicability of Coverage:***

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

**EXHIBIT D**  
**FACILITIES AND EQUIPMENT**

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

# American Canyon, CA

## American Canyon, CA

4381 Broadway Street Suite 201  
 American Canyon, CA 94503  
 United States

## Jennifer Kansanback

Communications Manager  
 jkansanback@cityofamericancany  
 on.org  
 7076475355

## Reference: 20210830-141616842

Quote created: August 30, 2021  
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Item & Description	Quantity	Unit Price	Total
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## Subtotals

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One-time subtotal	\$7,600.00
<b>Total</b>	<b>\$23,100.00</b>

## Questions? Contact me



Damema Mann  
damema@n-r-c.com  
+1 (303) 226-6983

Polco / NRC  
8001 Terrace Ave, Ste 201  
Middleton, WI 53562  
US

# The City of American Canyon 2015 Citizen Survey

Please complete this questionnaire if you are the adult (age 18 or older) in the household who most recently had a birthday. The adult's year of birth does not matter. Please select the response (by circling the number or checking the box) that most closely represents your opinion for each question. Your responses are anonymous and will be reported in group form only.

**1. Please rate each of the following aspects of quality of life in American Canyon:**

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
American Canyon as a place to live.....	1	2	3	4	5
Your neighborhood as a place to live.....	1	2	3	4	5
American Canyon as a place to raise children.....	1	2	3	4	5
American Canyon as a place to work.....	1	2	3	4	5
American Canyon as a place to visit.....	1	2	3	4	5
American Canyon as a place to retire.....	1	2	3	4	5
The overall quality of life in American Canyon.....	1	2	3	4	5

**2. Please rate each of the following characteristics as they relate to American Canyon as a whole:**

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
Overall feeling of safety in American Canyon.....	1	2	3	4	5
Overall ease of getting to the places you usually have to visit.....	1	2	3	4	5
Quality of overall natural environment in American Canyon.....	1	2	3	4	5
Overall "built environment" of American Canyon (including overall design, buildings, parks and transportation systems).....	1	2	3	4	5
Health and wellness opportunities in American Canyon.....	1	2	3	4	5
Overall opportunities for education and enrichment.....	1	2	3	4	5
Overall economic health of American Canyon.....	1	2	3	4	5
Sense of community.....	1	2	3	4	5
Overall image or reputation of American Canyon.....	1	2	3	4	5

**3. Please indicate how likely or unlikely you are to do each of the following:**

	<i>Very likely</i>	<i>Somewhat likely</i>	<i>Somewhat unlikely</i>	<i>Very unlikely</i>	<i>Don't know</i>
Recommend living in American Canyon to someone who asks.....	1	2	3	4	5
Remain in American Canyon for the next five years.....	1	2	3	4	5

**4. Please rate how safe or unsafe you feel:**

	<i>Very safe</i>	<i>Somewhat safe</i>	<i>Neither safe nor unsafe</i>	<i>Somewhat unsafe</i>	<i>Very unsafe</i>	<i>Don't know</i>
In your neighborhood during the day.....	1	2	3	4	5	6
In American Canyon's commercial area during the day.....	1	2	3	4	5	6

**5. Please rate each of the following characteristics as they relate to American Canyon as a whole:**

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
Traffic flow on major streets.....	1	2	3	4	5
Ease of travel by car in American Canyon.....	1	2	3	4	5
Ease of travel by public transportation in American Canyon.....	1	2	3	4	5
Ease of travel by bicycle in American Canyon.....	1	2	3	4	5
Ease of walking in American Canyon.....	1	2	3	4	5
Availability of paths and walking trails.....	1	2	3	4	5
Cleanliness of American Canyon.....	1	2	3	4	5
Overall appearance of American Canyon.....	1	2	3	4	5
Public places where people want to spend time.....	1	2	3	4	5
Variety of housing options.....	1	2	3	4	5
Availability of affordable quality housing.....	1	2	3	4	5
Fitness opportunities (including exercise classes and paths or trails, etc.).....	1	2	3	4	5
Recreational opportunities.....	1	2	3	4	5
Availability of affordable quality food.....	1	2	3	4	5

**6. Please rate each of the following characteristics as they relate to American Canyon as a whole:**

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
Availability of affordable quality child care/preschool .....	1	2	3	4	5
Opportunities to attend cultural/arts/music activities .....	1	2	3	4	5
Employment opportunities .....	1	2	3	4	5
Shopping opportunities.....	1	2	3	4	5
Cost of living in American Canyon.....	1	2	3	4	5
Overall quality of business and service establishments in American Canyon....	1	2	3	4	5
Vibrant downtown/commercial area .....	1	2	3	4	5
Overall quality of new development in American Canyon.....	1	2	3	4	5
Opportunities to participate in social events and activities .....	1	2	3	4	5
Opportunities to volunteer.....	1	2	3	4	5
Opportunities to participate in community matters .....	1	2	3	4	5
Openness and acceptance of the community toward people of diverse backgrounds .....	1	2	3	4	5
Neighborliness of residents in American Canyon .....	1	2	3	4	5

**7. Please indicate whether or not you have done each of the following in the last 12 months.**

	<i>No</i>	<i>Yes</i>
Made efforts to conserve water .....	1	2
Made efforts to make your home more energy efficient .....	1	2
Observed a code violation or other hazard in American Canyon (weeds, abandoned buildings, etc.).....	1	2
Household member was a victim of a crime in American Canyon .....	1	2
Reported a crime to the police in American Canyon .....	1	2
Stocked supplies in preparation for an emergency .....	1	2
Campaigned or advocated for an issue, cause or candidate .....	1	2
Contacted the City of American Canyon (in-person, phone, email or web) for help or information .....	1	2
Contacted American Canyon elected officials (in-person, phone, email or web) to express your opinion .....	1	2

**8. In the last 12 months, about how many times, if at all, have you or other household members done each of the following in American Canyon?**

	<i>2 times a week or more</i>	<i>2-4 times a month</i>	<i>Once a month or less</i>	<i>Not at all</i>
Used American Canyon recreation centers or their services .....	1	2	3	4
Visited a neighborhood park or City park .....	1	2	3	4
Used American Canyon public library or its services .....	1	2	3	4
Attended a City-sponsored event.....	1	2	3	4
Carpooled with other adults or children instead of driving alone.....	1	2	3	4
Walked or biked instead of driving .....	1	2	3	4
Volunteered your time to some group/activity in American Canyon.....	1	2	3	4
Participated in a club .....	1	2	3	4
Talked to or visited with your immediate neighbors .....	1	2	3	4
Done a favor for a neighbor.....	1	2	3	4

**9. Thinking about local public meetings (of local elected officials like City Council or County Supervisors, advisory boards, town halls, HOA, neighborhood watch, etc.), in the last 12 months, about how many times, if at all, have you or other household members attended or watched a local public meeting?**

	<i>2 times a week or more</i>	<i>2-4 times a month</i>	<i>Once a month or less</i>	<i>Not at all</i>
Attended a local public meeting .....	1	2	3	4
Watched (online or on television) a local public meeting.....	1	2	3	4

# The City of American Canyon 2015 Citizen Survey

## 10. Please rate the quality of each of the following services in American Canyon:

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
Police/Sheriff services.....	1	2	3	4	5
Fire services.....	1	2	3	4	5
Ambulance or emergency medical services .....	1	2	3	4	5
Crime prevention.....	1	2	3	4	5
Fire prevention and education.....	1	2	3	4	5
Traffic enforcement .....	1	2	3	4	5
Street repair .....	1	2	3	4	5
Street cleaning .....	1	2	3	4	5
Street lighting.....	1	2	3	4	5
Sidewalk maintenance .....	1	2	3	4	5
Traffic signal timing.....	1	2	3	4	5
Bus or transit services.....	1	2	3	4	5
Garbage collection.....	1	2	3	4	5
Recycling .....	1	2	3	4	5
Yard waste pick-up .....	1	2	3	4	5
Storm drainage .....	1	2	3	4	5
Drinking water.....	1	2	3	4	5
Sewer services .....	1	2	3	4	5
Utility billing.....	1	2	3	4	5
City parks.....	1	2	3	4	5
Recreation programs or classes.....	1	2	3	4	5
Recreation centers or facilities .....	1	2	3	4	5
Land use, planning and zoning.....	1	2	3	4	5
Code enforcement (weeds, abandoned buildings, etc.) .....	1	2	3	4	5
Animal control .....	1	2	3	4	5
Economic development .....	1	2	3	4	5
Public library services .....	1	2	3	4	5
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations).....	1	2	3	4	5
Preservation of natural areas such as open space, farmlands and greenbelts.....	1	2	3	4	5
American Canyon open space .....	1	2	3	4	5
City-sponsored special events .....	1	2	3	4	5
Overall customer service by American Canyon employees (police, receptionists, planners, etc.).....	1	2	3	4	5
Overall quality of the services provided by the City of American Canyon.....	1	2	3	4	5

## 11. Please rate the following categories of American Canyon government performance:

	<i>Excellent</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Don't know</i>
The value of services for the taxes paid to American Canyon.....	1	2	3	4	5
The overall direction that American Canyon is taking.....	1	2	3	4	5
The job American Canyon government does at welcoming citizen involvement.....	1	2	3	4	5
Overall confidence in American Canyon government .....	1	2	3	4	5
Generally acting in the best interest of the community .....	1	2	3	4	5
Being honest.....	1	2	3	4	5
Treating all residents fairly .....	1	2	3	4	5

**12. Please rate how important, if at all, you think it is for the American Canyon community to focus on each of the following in the coming two years:**

	<i>Essential</i>	<i>Very important</i>	<i>Somewhat important</i>	<i>Not at all important</i>
Overall feeling of safety in American Canyon .....	1	2	3	4
Overall ease of getting to the places you usually have to visit .....	1	2	3	4
Quality of overall natural environment in American Canyon .....	1	2	3	4
Overall “built environment” of American Canyon (including overall design, buildings, parks and transportation systems) .....	1	2	3	4
Health and wellness opportunities in American Canyon .....	1	2	3	4
Overall opportunities for education and enrichment .....	1	2	3	4
Overall economic health of American Canyon .....	1	2	3	4
Sense of community .....	1	2	3	4

**13. Please indicate how important, if at all, each of the following projects and issues will be for the City to address over the next year:**

	<i>Essential</i>	<i>Very important</i>	<i>Somewhat important</i>	<i>Not at all important</i>	<i>Don't know</i>
Residential neighborhood beautification (yard maintenance, abandoned vehicles, etc.) .....	1	2	3	4	5
Code enforcement in commercial areas (signage regulations, building facade improvements, landscaping improvements, etc.) .....	1	2	3	4	5
City/State maintained landscaping in parks, along walkways and road medians (including along Highway 29) .....	1	2	3	4	5
Create signage at gateways into the City to welcome people arriving in American Canyon .....	1	2	3	4	5
Improve Pacific Gas and Electric (PGE) substation landscaping .....	1	2	3	4	5

**14. Please indicate to what extent you support or oppose each of the following initiatives to fund improved parks and recreation amenities in American Canyon:**

	<i>Strongly support</i>	<i>Somewhat support</i>	<i>Somewhat oppose</i>	<i>Strongly oppose</i>
Convince tourists traveling to Napa to stop and stay in American Canyon .....	1	2	3	4
Market parks and trail systems to encourage visitors to stop in American Canyon .....	1	2	3	4
Develop new attractions to draw overnight visitors to American Canyon .....	1	2	3	4
Consider strategies other than tourism to boost local revenues .....	1	2	3	4
Increase local taxes (property and/or sales taxes) .....	1	2	3	4
Our programs are fine the way they are and we don't need to raise more money (use current resources to maintain them as-is) .....	1	2	3	4

**15. Please indicate how much of a source, if at all, you consider each of the following to be for obtaining information about the City government and its activities, events and services:**

	<i>Major source</i>	<i>Minor source</i>	<i>Not a source</i>
City website (www.cityofamericancanyon.org) .....	1	2	3
EngageAC.com (website for community feedback) .....	1	2	3
SeeClickFix (mobile app for reporting problems around town) .....	1	2	3
Bimonthly City Manager email updates (sign-up via city website) .....	1	2	3
City communications via social media (i.e. Facebook & Next Door) .....	1	2	3
Local newspapers ( <i>American Canyon Eagle</i> or <i>Vallejo Times Herald</i> ) .....	1	2	3
Annual State of the City report (mailed to each resident) .....	1	2	3
Biannual Parks and Recreation Activities Guide (mailed to each resident) .....	1	2	3
City water bill inserts .....	1	2	3
Official City Council and Commission meetings .....	1	2	3
National Night Out (special community event in August) .....	1	2	3
Special outreach efforts (e.g. communications on water conservation) .....	1	2	3
American Canyon Citizen's Academy .....	1	2	3

# The City of American Canyon 2015 Citizen Survey

**Our last questions are about you and your household. Again, all of your responses to this survey are completely anonymous and will be reported in group form only.**

**D1. How often, if at all, do you do each of the following, considering all of the times you could?**

	<i>Never</i>	<i>Rarely</i>	<i>Sometimes</i>	<i>Usually</i>	<i>Always</i>
Recycle at home .....	1	2	3	4	5
Purchase goods or services from a business located in American Canyon .....	1	2	3	4	5
Eat at least 5 portions of fruits and vegetables a day .....	1	2	3	4	5
Participate in moderate or vigorous physical activity .....	1	2	3	4	5
Read or watch local news (via television, paper, computer, etc.) .....	1	2	3	4	5
Vote in local elections.....	1	2	3	4	5

**D2. Would you say that in general your health is:**

- Excellent     
  Very good     
  Good     
  Fair     
  Poor

**D3. What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:**

- Very positive     
  Somewhat positive     
  Neutral     
  Somewhat negative     
  Very negative

**D4. What is your employment status?**

- Working full time for pay  
 Working part time for pay  
 Unemployed, looking for paid work  
 Unemployed, not looking for paid work  
 Fully retired

**D5. Do you work inside the boundaries of American Canyon?**

- Yes, outside the home  
 Yes, from home  
 No

**D6. How many years have you lived in American Canyon?**

- Less than 2 years       11-20 years  
 2-5 years       More than 20 years  
 6-10 years

**D7. Which best describes the building you live in?**

- One family house detached from any other houses  
 Building with two or more homes (duplex, townhome, apartment or condominium)  
 Mobile home  
 Other

**D8. Is this house, apartment or mobile home...**

- Rented  
 Owned

**D9. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance and homeowners' association (HOA) fees)?**

- Less than \$300 per month  
 \$300 to \$599 per month  
 \$600 to \$999 per month  
 \$1,000 to \$1,499 per month  
 \$1,500 to \$2,499 per month  
 \$2,500 or more per month

**D10. Do any children 17 or under live in your household?**

- No       Yes

**D11. Are you or any other members of your household aged 65 or older?**

- No       Yes

**D12. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)**

- Less than \$25,000  
 \$25,000 to \$49,999  
 \$50,000 to \$99,999  
 \$100,000 to \$149,999  
 \$150,000 or more

**Please respond to both questions D13 and D14:**

**D13. Are you Spanish, Hispanic or Latino?**

- No, not Spanish, Hispanic or Latino  
 Yes, I consider myself to be Spanish, Hispanic or Latino

**D14. What is your race? (Mark one or more races to indicate what race you consider yourself to be.)**

- American Indian or Alaskan Native  
 Asian, Asian Indian or Pacific Islander  
 Black or African American  
 White  
 Other

**D15. In which category is your age?**

- 18-24 years       55-64 years  
 25-34 years       65-74 years  
 35-44 years       75 years or older  
 45-54 years

**D16. What is your sex?**

- Female       Male

**D17. Do you consider a cell phone or land line your primary telephone number?**

- Cell       Land line       Both

**Thank you for completing this survey. Please return the completed survey in the postage-paid envelope to: National Research Center, Inc., PO Box 549, Belle Mead, NJ 08502**

**THE NCS**<sup>TM</sup>  
The National Citizen Survey<sup>TM</sup>

# American Canyon, CA

Community Livability Report

2015



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The National Citizen Survey™  
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The NCS™ is presented by NRC in collaboration with ICMA.

NRC is a proud member of the AAPOR Transparency Initiative, providing clear disclosure of our sound and ethical survey research practices.

# About

The National Citizen Survey™ (The NCS) report is about the “livability” of American Canyon. The phrase “livable community” is used here to evoke a place that is not simply habitable, but that is desirable. It is not only where people do live, but where they want to live.

Great communities are partnerships of the government, private sector, community-based organizations and residents, all geographically connected. The NCS captures residents’ opinions within the three pillars of a community (Community Characteristics, Governance and Participation) across eight central facets of community (Safety, Mobility, Natural Environment, Built Environment, Economy, Recreation and Wellness, Education and Enrichment and Community Engagement).

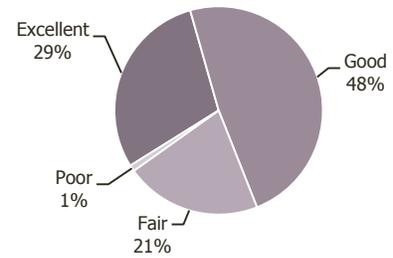
The Community Livability Report provides the opinions of a representative sample of 494 residents of the City of American Canyon. The margin of error around any reported percentage is four percent for the entire sample. The full description of methods used to garner these opinions can be found in the *Technical Appendices* provided under separate cover.



# Quality of Life in American Canyon

Most residents rated the quality of life in American Canyon as excellent or good. This rating is similar to quality of life ratings in other communities nationally (see Appendix B of the *Technical Appendices* provided under separate cover).

**Overall Quality of Life**



Shown below are the eight facets of community. The color of each community facet summarizes how residents rated it across the three sections of the survey that represent the pillars of a community – Community Characteristics, Governance and Participation. When most ratings across the three pillars were higher than the benchmark, the color for that facet is the darkest shade; when most ratings were lower than the benchmark, the color is the lightest shade. A mix of ratings (higher and lower than the benchmark) results in a color between the extremes.

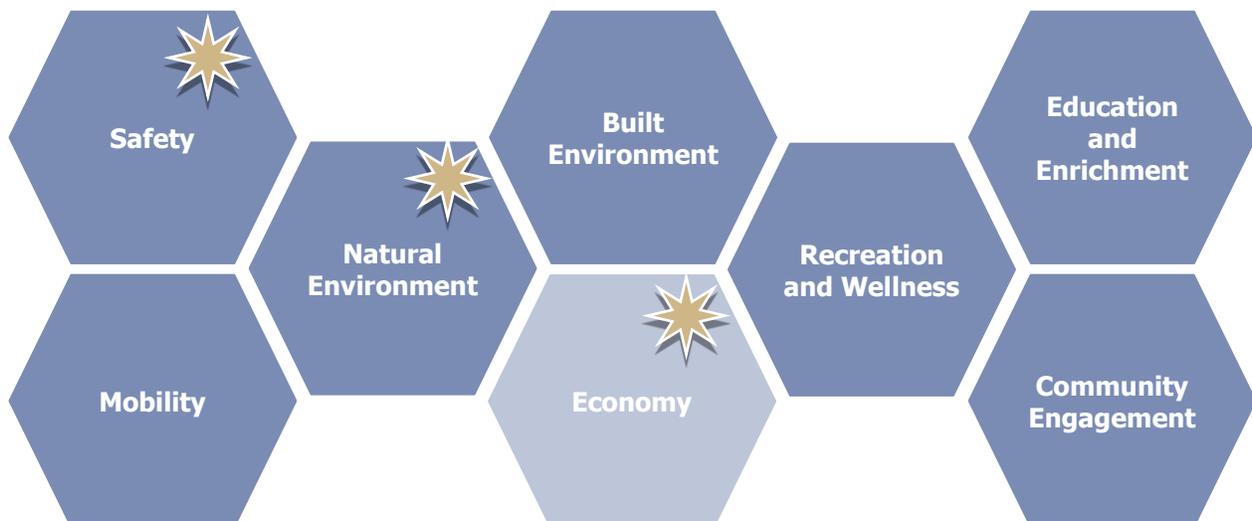
In addition to a summary of ratings, the image below includes one or more stars to indicate which community facets were the most important focus areas for the community. Residents identified Natural Environment, Safety and Economy as priorities for the American Canyon community in the coming two years. It is noteworthy that American Canyon residents’ ratings were positive and similar to other communities’ ratings within all facets with the exception of Economy; the facet of Economy received ratings below the national benchmark. This overview of the key aspects of community quality provides a quick summary of where residents see exceptionally strong performance and where performance offers the greatest opportunity for improvement. Linking quality to importance offers community members and leaders a view into the characteristics of the community that matter most and that seem to be working best.

Details that support these findings are contained in the remainder of this Livability Report, starting with the ratings for Community Characteristics, Governance and Participation and ending with results for American Canyon’s unique questions.

## Legend

- Higher than national benchmark
- Similar to national benchmark
- Lower than national benchmark

★ Most important



# Community Characteristics

*What makes a community livable, attractive and a place where people want to be?*

Overall quality of community life represents the natural ambience, services and amenities that make for an attractive community. How residents rate their overall quality of life is an indicator of the overall health of a community. In the case of American Canyon, 87% rated the City as an excellent or good place to live. Respondents' ratings of American Canyon as a place to live were similar to ratings in other communities across the nation.

In addition to rating the City as a place to live, respondents rated several aspects of community quality including as a place to raise children and to retire, their neighborhood as a place to live, the overall image or reputation of American Canyon and its overall appearance. At least 2 in 3 residents rated American Canyon positively as a place to retire and to the overall image and appearance of American Canyon. When speaking to their individual neighborhood and as a place to raise children, more than 4 in 5 residents provided excellent or good ratings.

Delving deeper into Community Characteristics, survey respondents rated over 35 features of the community within the eight facets of Community Livability. Ratings within Community Characteristics are mixed and range from 17% positive (employment opportunities) to 95% positive (safe in neighborhood). Safety received the highest ratings overall, with 9 in 10 residents providing excellent or good ratings to American Canyon's safe downtown/commercial area and over 8 in 10 residents rating the overall feeling of safety within the City positively. Natural Environment is the second facet where most residents (approximately 7 in 10) provided positive ratings. More than half of residents rated the overall built environment and public places in the City



within Built Environment; less than half of residents provided positive ratings for new development, affordable quality housing and housing options in American Canyon. Most Mobility ratings within Community Characteristics were rated positively, with between 5 and 7 in 10 residents providing excellent or good ratings for travel by bicycle, paths and walking trails, overall ease of travel and ease of walking. While over half of residents rated the overall economic health of American Canyon as excellent or good, the remaining Economy items were rated positively by less than half of the residents. Education and Enrichment, Mobility, Recreation and Wellness, Economy and Community Engagement all contain items below the national benchmark.

Percent rating positively (e.g., excellent/good)

Comparison to national benchmark

■ Higher ■ Similar ■ Lower



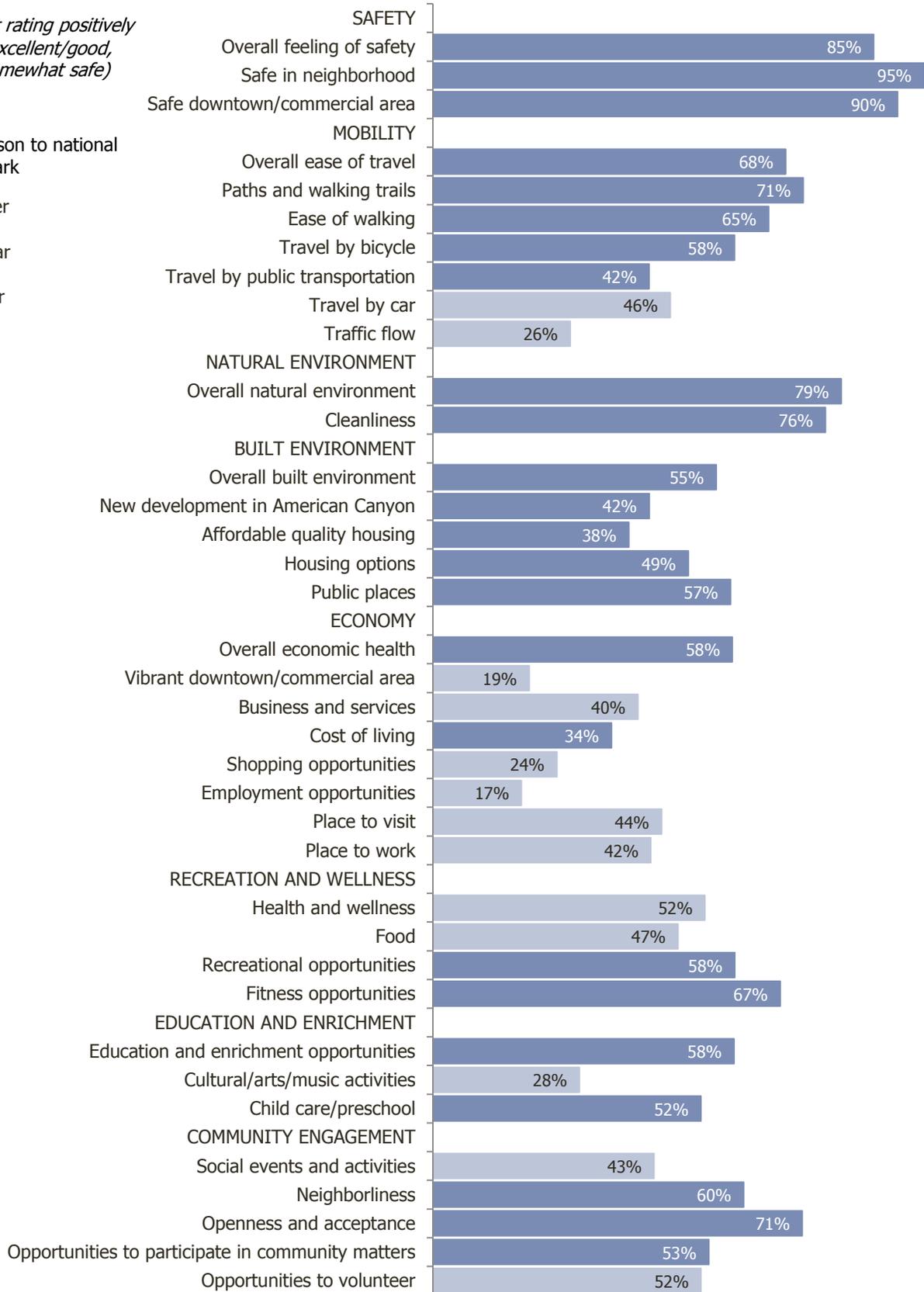
# The National Citizen Survey™

Figure 1: Aspects of Community Characteristics

Percent rating positively  
(e.g., excellent/good,  
very/somewhat safe)

Comparison to national  
benchmark

- Higher
- Similar
- Lower



# Governance

*How well does the government of American Canyon meet the needs and expectations of its residents?*

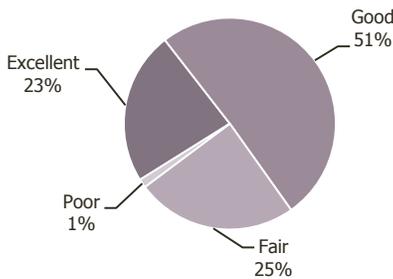
The overall quality of the services provided by American Canyon as well as the manner in which these services are provided are a key component of how residents rate their quality of life. When evaluating the overall quality of City services, 74% think the City is doing an excellent or good job. This rating is similar to the national benchmark.

Survey respondents also rated various aspects of American Canyon’s leadership and governance. Ratings for value of services for taxes paid, confidence in City government, welcoming citizen involvement, treating all residents fairly, overall direction, being honest and acting in the best interest of American Canyon were rated positively by at least half of residents. Customer service provided by American Canyon was rated excellent or good by 3 in 4 residents.

Respondents evaluated over 30 individual services and amenities available in American Canyon. Ratings across all eight facets within Governance were mostly strong, and all were similar to the national benchmark. Services within Safety received some of the highest ratings, as seen in the pillar of Community Characteristics below. Almost all residents rated fire and ambulance/EMS services excellent or good in American Canyon (over 9 in 10 residents). Police services and fire prevention were rated positively by over 4 in 5 residents. Mobility services were rated positively by at least approximately half of residents. Further, traffic enforcement and street cleaning were rated positively by approximately 2 in 3 residents. Storm drainage, sewer services and utility billing within Built Environment were rated positively by at least 7 in 10 residents; just under half of residents rated code enforcement and land use planning and zoning positively. Services provided by American Canyon within Natural Environment were rated positively, with over 4 in 5 residents rating garbage collection, recycling, and yard waste pick-up as excellent or good.

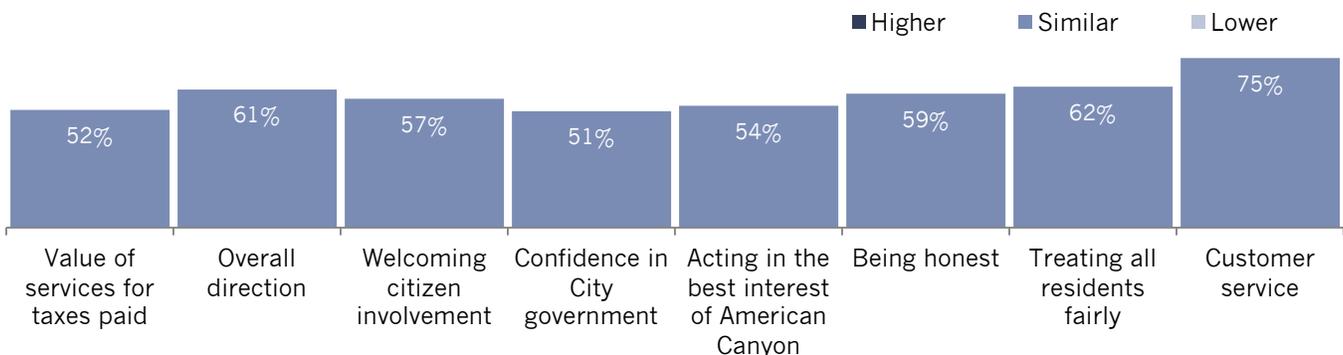
Approximately 2 in 3 residents provided positive ratings to drinking water, natural areas preservation and open space. Recreation and Wellness services received positive ratings from between 7 in 10 and 8 in 10 residents. Further, approximately 3 in 4 residents rated the public library services as excellent or good.

**Overall Quality of City Services**



*Percent rating positively (e.g., excellent/good)*

Comparison to national benchmark



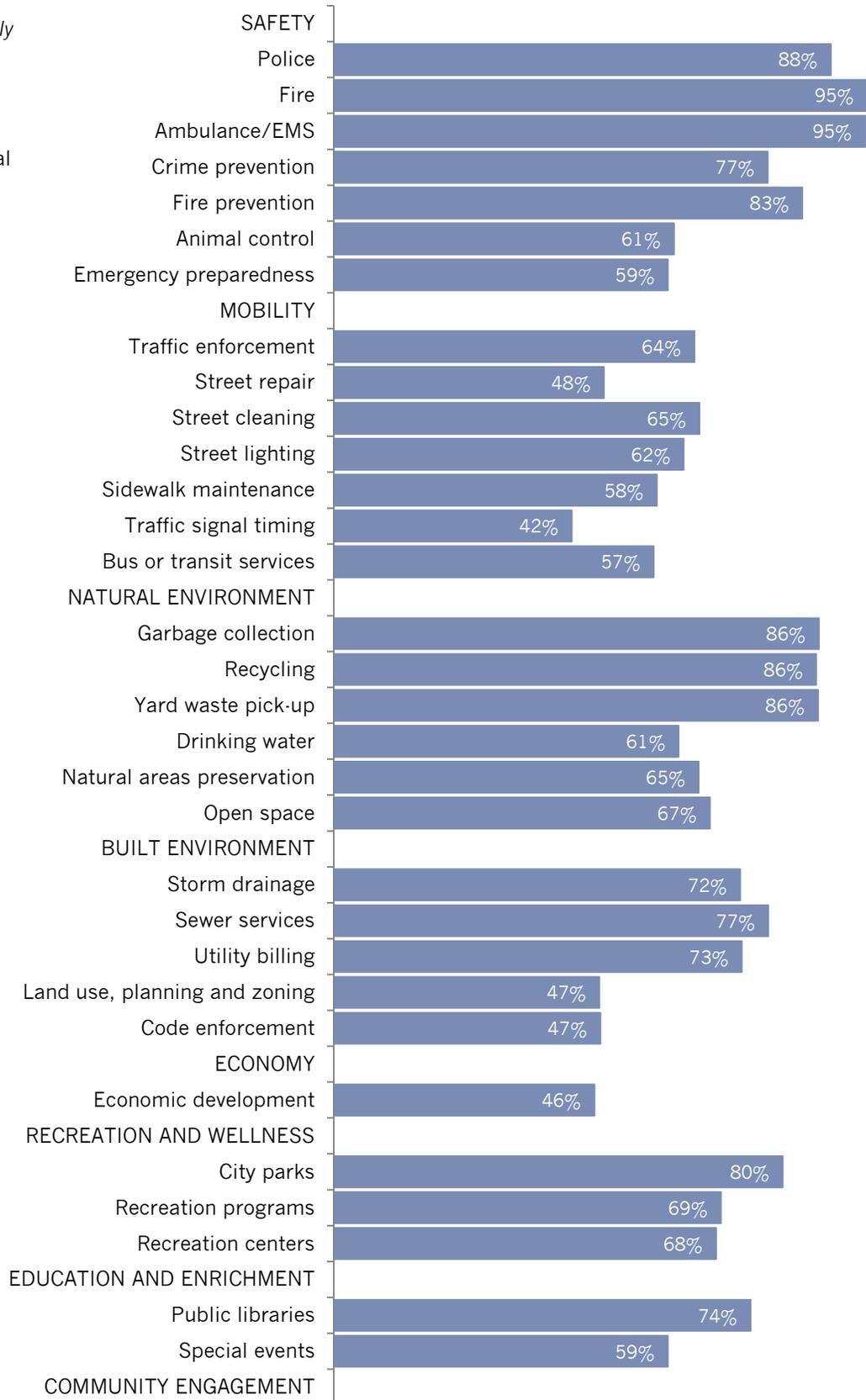
## The National Citizen Survey™

Figure 2: Aspects of Governance

Percent rating positively  
(e.g., excellent/good)

Comparison to national  
benchmark

- Higher
- Similar
- Lower



# Participation

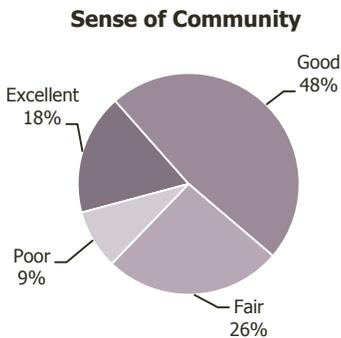
*Are the residents of American Canyon connected to the community and each other?*

An engaged community harnesses its most valuable resource, its residents. The connections and trust among residents, government, businesses and other organizations help to create a sense of community; a shared sense of membership, belonging and history. Most the respondents provided an excellent or good rating for the overall sense of community; this is similar to other communities nationally.

When residents were asked how likely they were to recommend American Canyon and remain in the City, 9 in 10 residents responded that they were very or somewhat likely to do so.

The survey included 30 activities and behaviors for which respondents indicated how often they participated in or performed each, if at all. Almost all residents of American Canyon took steps to conserve water and recycle at home (98%) as indicated in Natural Environment ratings; these two ratings were above the national benchmark. Community Engagement items within Participation received mixed ratings. Less than 1 in 3 residents provided positive ratings for campaigned for an issue, cause or candidate, contacted city elected officials, volunteered, participated in a club, attended a local public meeting and watched a local public meeting—which received a rating below the national benchmark. Almost all residents spoke to their neighbor at least once in the last 12 months (90%), while approximately 7 in 10 residents had done a favor for a neighbor during the same time-frame. Almost 9 in 10 residents reported not being the victim of a crime and just over half of residents had stocked supplies for an emergency in the last 12 months, the latter receiving ratings higher than other communities nationally.

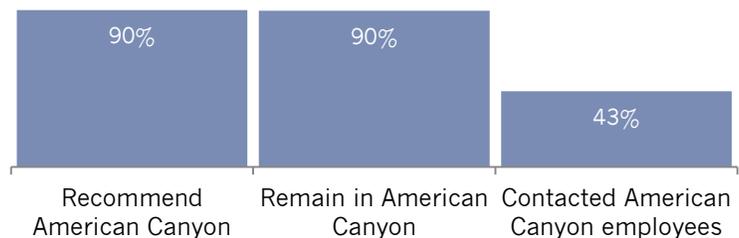
Education and Enrichment ratings within Participation were similar to or lower than the benchmark; 3 in 5 residents reported using the American Canyon public library while 2 in 5 residents attended a City-sponsored event—which is fewer attendees to a City-sponsored event than in other communities across the nation. Less than half of residents were not under housing cost stress, which is also lower than the national benchmark.



Percent rating positively  
(e.g., very/somewhat likely,  
yes)

Comparison to national  
benchmark

■ Higher ■ Similar ■ Lower



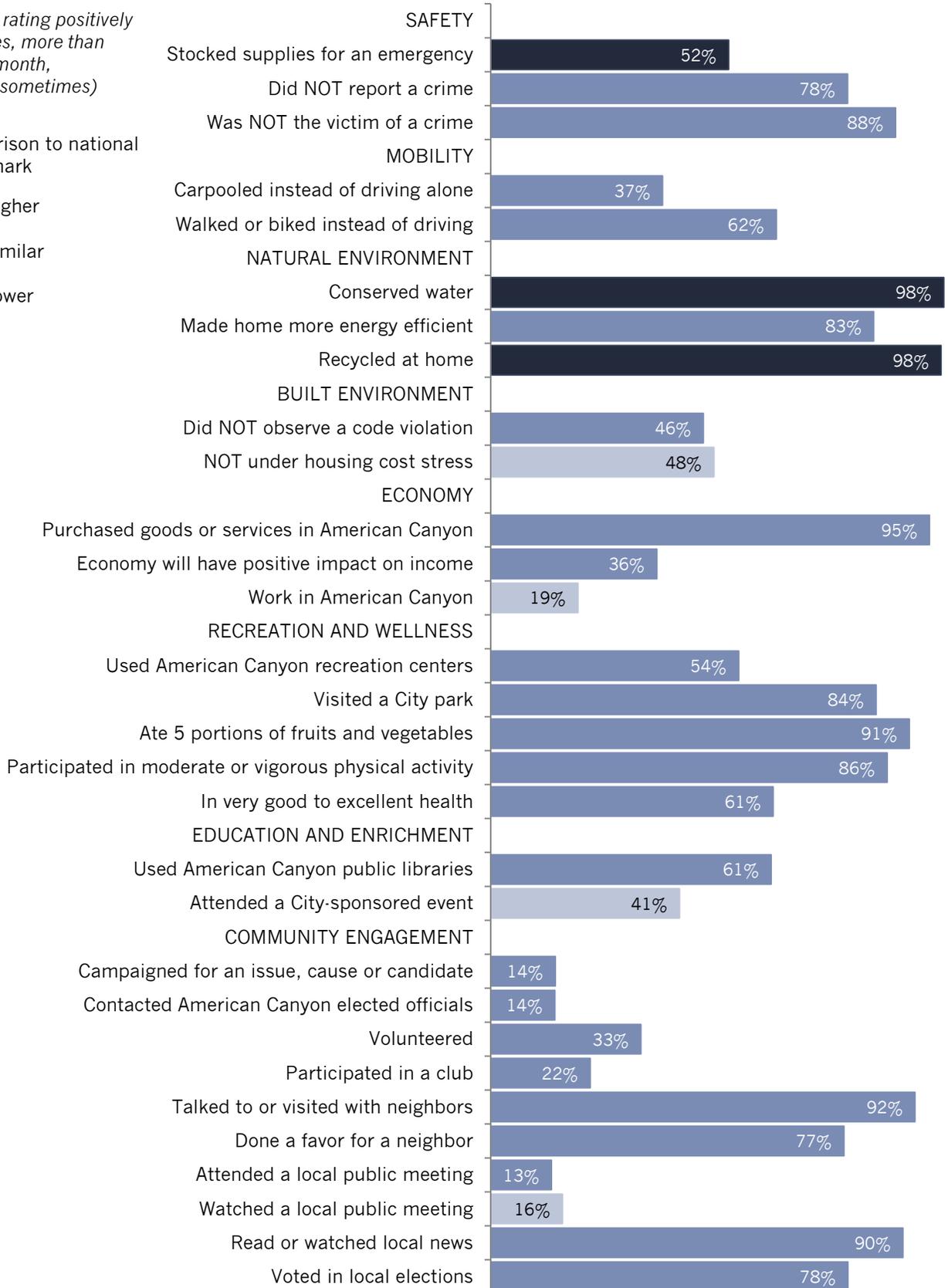
## The National Citizen Survey™

Figure 3: Aspects of Participation

Percent rating positively  
(e.g., yes, more than  
once a month,  
always/sometimes)

Comparison to national  
benchmark

- Higher
- Similar
- Lower

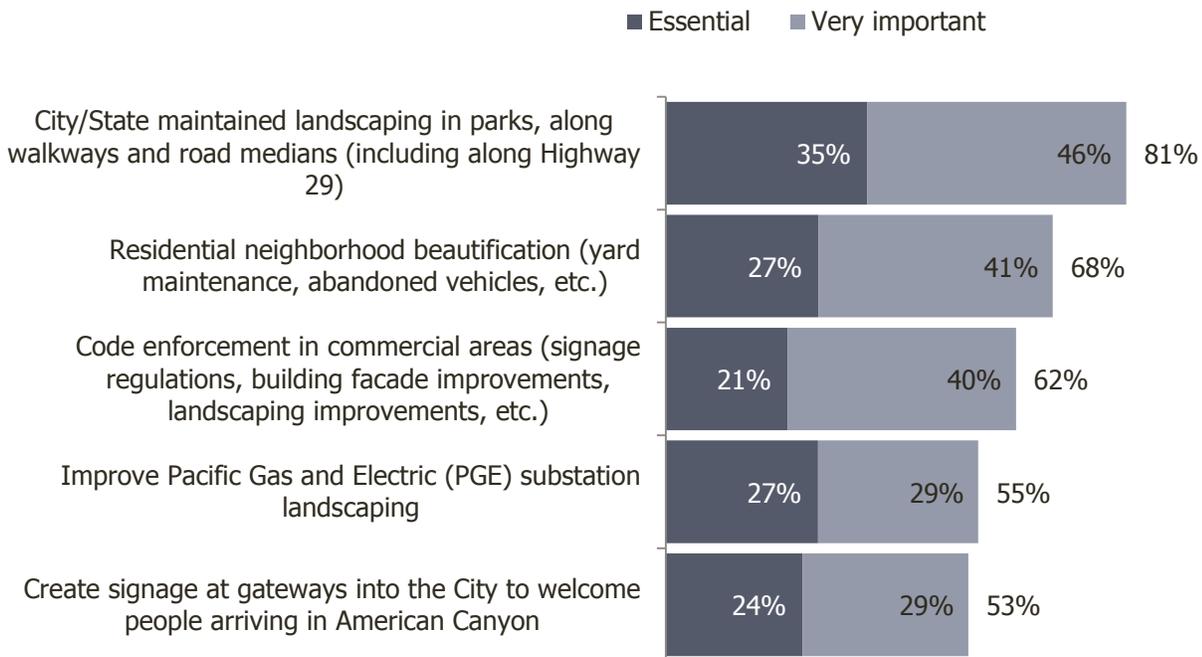


# Special Topics

The City of American Canyon included three questions of special interest on The NCS. The first special interest question revolved around determining citizen importance on a variety of projects and issues. City/State maintained landscaping in parks, along walkways and road medians was rated essential or very important by 4 in 5 residents. Residential neighborhood beautification received the second most positive rating, with almost 7 in 10 residents providing essential or very important ratings.

Figure 4: Important City Focal Points

Please indicate how important, if at all, each of the following projects and issues will be for the City to address over the next year:

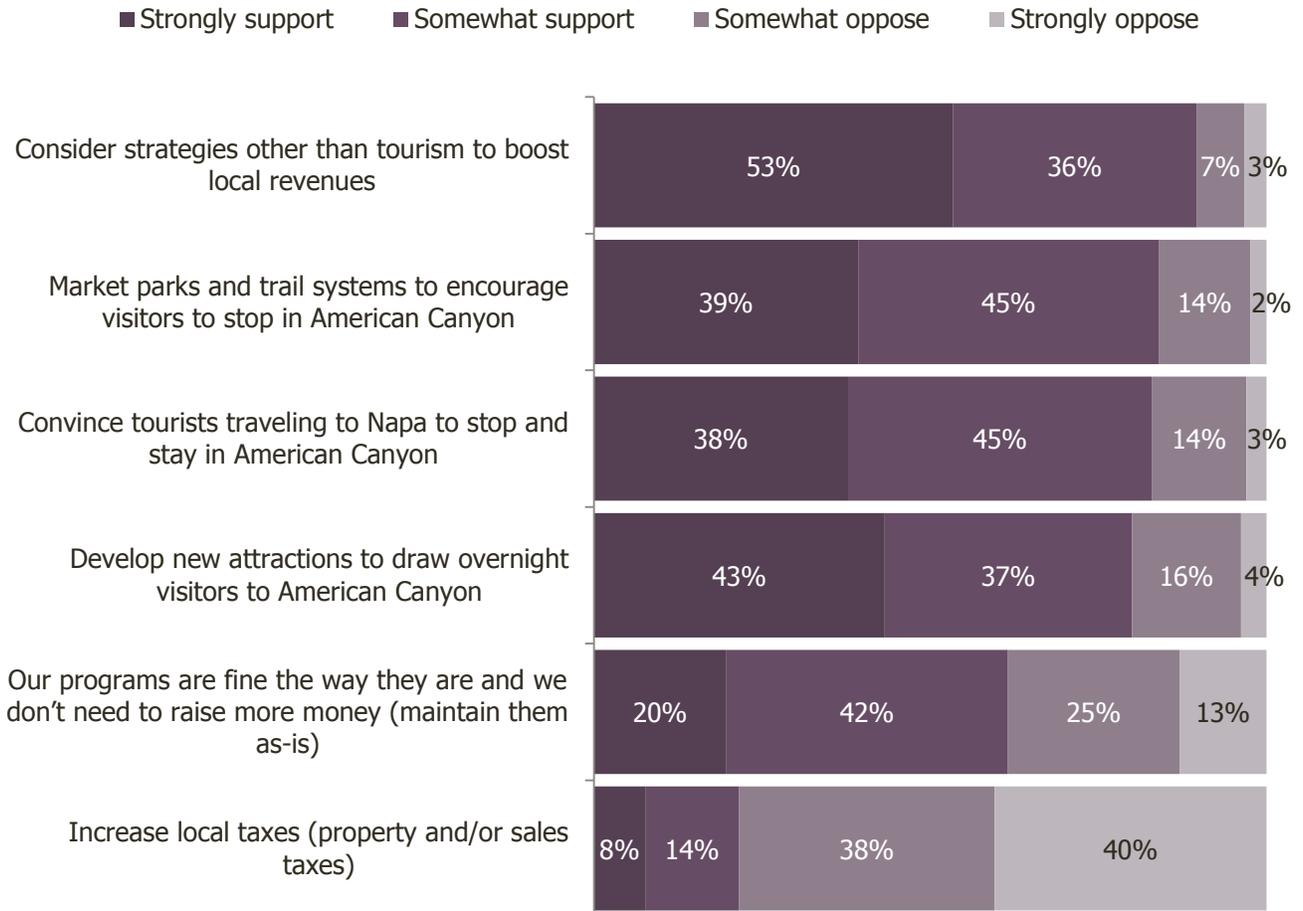


The National Citizen Survey™

The second special interest question sought to seek new funding avenues for improving parks and recreation amenities. The full spectrum of responses have been provided as well as sorted by percent strongly or somewhat support. Almost 9 in 10 residents strongly or somewhat support American Canyon considering other, non-tourism related strategies while approximately 8 in 10 residents strongly or somewhat support marketing parks and trail systems to encourage visitors to stop in American Canyon.

Figure 5: Funds to Improve Parks

Please indicate to what extent you support or oppose each of the following initiatives to fund improved parks and recreation amenities in American Canyon:

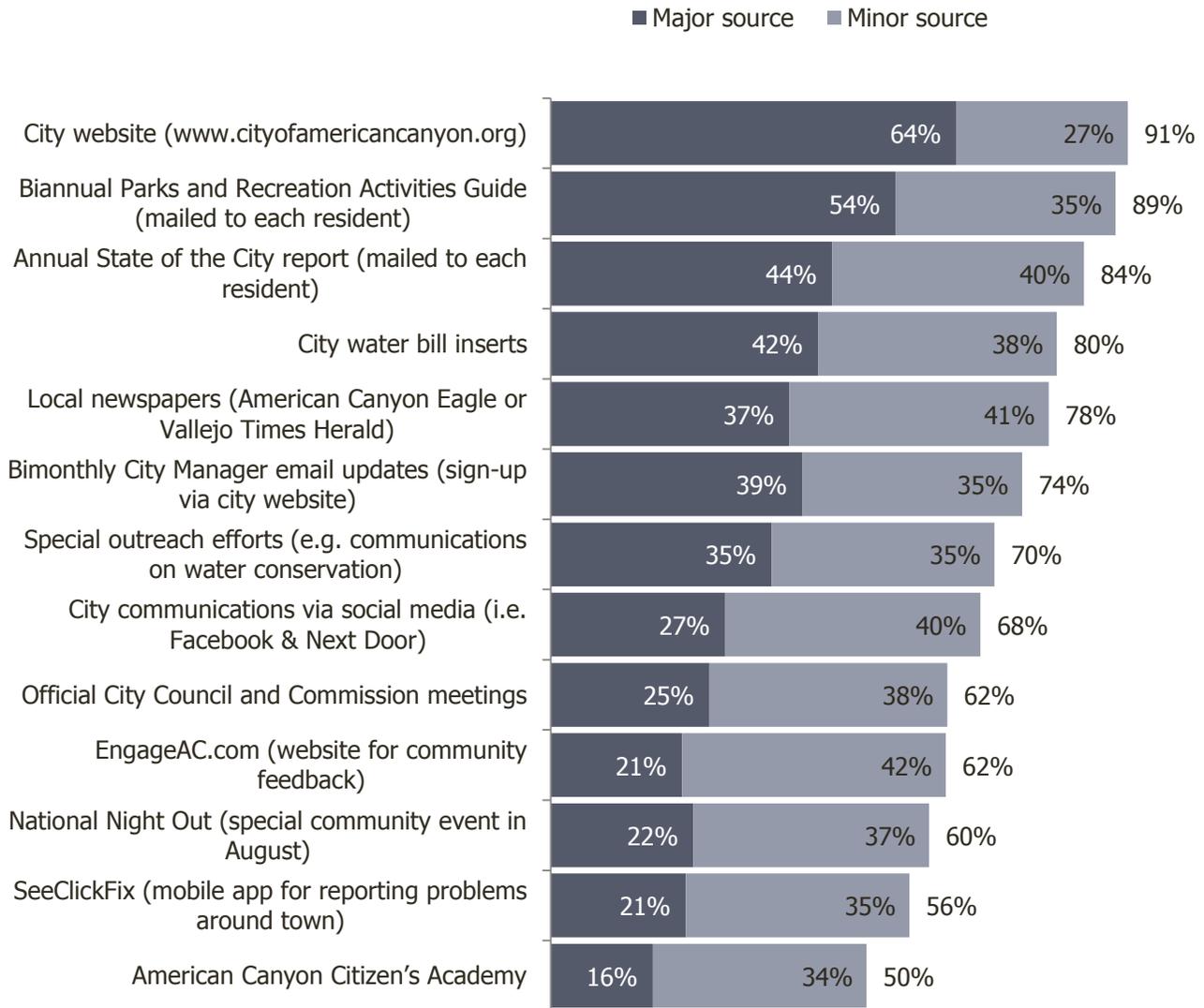


The National Citizen Survey™

The final special interest question asked residents how much of a source for obtaining information about the City each publication below was to them. Approximately 9 in 10 residents reported the City website and the biannual Parks and Recreation Activities Guide as major or minor sources.

Figure 6: Information Sources

Please indicate how much of a source, if at all, you consider each of the following to be for obtaining information about the City government and its activities, events and services:



# Conclusions

## **Economy is an important focal point for action.**

Economy is the only facet to have received overall ratings below the national benchmark and was also nominated by residents as an important area for American Canyon's focus. Almost 6 in 10 residents rated the City's overall economic health as excellent or good and slightly more than 2 in 5 residents rated economic development positively. Further, the facet of Economy within Community Characteristics and Participation received seven ratings lower than other communities nationally: vibrant downtown/commercial area (19% positive), business and services (40% positive), shopping opportunities (24% positive), employment opportunities (17% positive), place to visit (44% positive), work within American Canyon's boundaries (19% positive) and place to work (42% positive). Additionally, almost everyone purchased goods or services in the City (95% positive). Approximately 1 in 3 residents think the economy will have a positive impact on their income.

## **Natural Environment is important to residents and well rated.**

Residents are pleased with most characteristics, government services and participation items within Natural Environment and think it is important to continue maintaining and improving in this area. Approximately 4 in 5 residents rated the overall natural environment and cleanliness of the natural environment as excellent or good. Additionally, garbage collection services, recycling services and yard waste pick-up services were rated positively by almost 9 in 10 residents. However, drinking water (61%), natural areas preservation (65%) and open space (67%) received slightly lower ratings. Residents in American Canyon lead earth friendly lives, with almost everyone reporting making efforts to conserve water and recycle at home (98% and higher than other communities nationally), while 4 in 5 residents made efforts to make their home more energy efficient.

## **Residents rate Built Environment as average.**

Approximately half of residents in American Canyon rated the overall built environment positively; similar ratings are seen for ratings on public places and housing options as well. Approximately 2 in 5 residents provided positive ratings for new development in American Canyon and affordable quality housing. The highest ratings for Built Environment were seen in Governance: storm drainage, sewer services and utility billing were rated as excellent or good by approximately 7 in 10 residents. Almost half of residents rated land use, planning and zoning and code enforcement as excellent or good (47%). The City of American Canyon has fewer people not under housing cost stress than other nationally benchmarked communities, with 48% not under housing cost stress. Further, 46% of residents did not observe a code violation.



## City Council Committee Report

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Meeting Date: November 2, 2021 Submitted By: Leon Garcia, Mayor

### **Committee & City Related Reports:**

**Napa Valley Transportation Authority:** October 20; The Board approve the 2022 Regional Transportation Improvement Program (RTIP) and supported staff's approach to fill any shortfall on Soscol Junction through the following mechanisms in priority order: 1) Adjust Project Allocations 2) Advancement of Additional Regional Transportation Improvement Program (RTIP) 3) Letter of No Prejudice (LONP) against Future Regional Measure (RM) 3 funds

The Board approved a construction contract for the Vine Bus Maintenance Facility, Sheehy Court Project to ALTEN Construction, Inc. in an amount not to exceed \$29,510,593.

### **Community Events:**

**American Canyon Chamber of Commerce:** October 14; License Plate Reader security camera options was presented by vender. Businesses in the Green Island Industrial Area have had concerns about theft and options to intervene and provide more security.

**American Canyon Community and Parks Foundation (ACCPF):** October 17; Board meeting highlights **Coffee at the Wetlands** huge success, A **Full Moon Hike** planed for on Saturday, November 20<sup>th</sup>, **Heart Your Parks** - plans are in the works for another great event in February, **Eco Center** – Discussed plans going forward with the project.

**Napa Valley College, Filipinx American History Month:** October 18; Keynote speaker Mel Orpilia, Legislative Aid to Congressman Mike Thompson, gave a cultural prospective of the contributions of Filipinos.

**On The Move:** October 19; Tour of the Family Resource Center opening at the new Napa Junction Elementary School. The services will focus on physical and mental health.

**COAD (Community Organizations Active in Disasters):** October 19; General Meeting hosted a Continuity of Operations (COOP) Forum. Panelist from Cope Family Center, Fair Housing Napa Valley, UpValley Family Centers and Center for Volunteer & Nonprofit Leadership shared their experiences and expertise.

**CANV (Community Action Napa Valley):** October 25; The Board discussed administrative items, reviewed finances and program activities.

**Voters Choice Napa:** October 26; Discussed community involvement in Napa County Redistricting process and optional district boundaries..

**Vaccine Outreach Collaborative:** October 27; Future date and locations for COVID vaccines for 1<sup>st</sup>, 2<sup>nd</sup> and Booster doses discussed. Hard to reach populations have seen a good response.



## City Council Committee Report

### Community Events and Other Activities

#### Napa Valley College - Filipinx American History Month

*Meeting Date: October 18, 2021*

Celebrated in October, Filipino American (Fil-Am) History Month honors the history, pursuits, accomplishments, and legacy of Filipinos in the United States. It also serves to provide a link between Filipinos in the U.S. and Filipinos in the Philippines by showcasing their shared culture and heritage. At Napa Valley College, a new Filipinx Learning Community, Kasaysayan, has been established where I and several local leaders joined the new Kasaysayan Filipinx Learning Community for a merienda on the Cultural Center patio at Napa Valley College.

#### American Canyon Community and Parks Foundation - Wetlands Coffee Morning

*Meeting Date: October 17, 2021*

Attended a breezy and chilly coffee morning by the Parks Foundation. Always a great community event.

#### Travis Air Force Base (Honorary Commander) - Maintenance Group Tour

*Meeting Date: October 15, 2021*

I have been recently named an Honorary Commander for the 860 Aircraft Maintenance Squadron at Travis Air Force base. My military commander is Gregory Thomas, Major, USAF. My first activity as part of this program was the 60th Maintenance Group Honorary Commanders Tour on Friday, October 15, 2021. The tour showcased the 60th Maintenance Group's mission at Travis. As a child I attended all of the elementary schools at Travis AFB so I have fond memories of the place. It was great to see the operations side of the house and I'm excited to learn more over the next year.

The purpose of the Travis Air Force Base Honorary Commander Program is to promote relationships between base senior leadership and civilian partners, foster civic appreciation of

the Air Force mission and its Airmen, maximize opportunities to share the Air Force story with new stewards, and to communicate mutual interest, challenges, and concerns that senior leaders and civilian stakeholders have in common.

