



REGULAR CITY COUNCIL MEETING AGENDA

City Hall - Council Chambers
4381 Broadway St., Suite 201, American Canyon
February 15, 2022
6:30 PM

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

AMENDED AGENDA

This agenda has been amended by the following: Item 15 – update of Attachment 3. Exhibit B – Subdivision Improvement Agreement for Lots 14 and 15, switched unsigned document to signed one; and Item 18 – addition of Attachment 5. Initiative 21-0042A1

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 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:

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.

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: 836 1946 5437 **Passcode:** 873516

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.

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

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

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

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

5:30 P.M. CLOSED SESSION

- 1. Conference with Legal Counsel – Anticipated Litigation Pursuant to Government Code Section 54956.9 (d)(2). Two Matters.**
- 2. Conference with Legal Counsel - Existing Litigation. Pursuant to Government Code Section 54956.9(d)(1):**
 - a. City of American Canyon v. Pamela Smith, et al. (Napa County Superior Court Case No. 22CV000041)**
 - b. City of American Canyon v. GSM Landscape Architects, Inc. (Napa County Superior Court Case No. 18CV001027)**

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MEETING ANNOUNCEMENT

Pursuant to AB 361 this meeting will be held entirely virtually. All methods available for public participation are detailed on the first page of the agenda.

ROLL CALL

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

PROCLAMATIONS AND PRESENTATIONS

PUBLIC COMMENTS - 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

CONSENT CALENDAR

3. **Minutes of Regular City Council Meeting - January 18, 2022**
Recommendation: Approve the minutes of the Regular City Council meeting of January 18, 2022.
4. **Minutes of Regular City Council Meeting - February 1, 2022**
Recommendation: Approve the minutes from the Regular City Council Meeting of February 1, 2022.
5. **City Attorney February 1, 2022 Closed Session Report**
Recommendation: Approve the City Attorney Closed Session Report for the meeting of February 1, 2022.
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 teleconferenced meetings of legislative and advisory bodies of the City of American Canyon for the period of February 15 2022 - March 17, 2022 pursuant to to Ralph M. Brown Act.
7. **Amendment #3 to Agreement 2016-A177 with Questa Engineering Corporation**
Recommendation: Adopt a Resolution authorizing the City Manager to execute Amendment #3 to Agreement 2016-A117 with Questa Engineering Corporation, in the amount of \$31,623 for a total contract amount not to exceed \$184,790, for the Newell Open Space Trail Project (PR13-0200).
8. **North Bay Agency Chemical Pool Adjustment**
Recommendation: Adopt a Resolution authorizing an adjustment of purchase of chemicals for the Water Treatment Plant for FY 2021/22.
9. **Police Vehicles Outfitting and Teardown**
Recommendation: Adopt a Resolution authorizing the outfitting of seven (7) 2022 Ford Police Interceptors by Wattco Emergency Equipment Installers in the amount of \$292,400.
10. **Chemical Equipment Purchase for Water Treatment Plant**
Recommendation: Adopt a Resolution authorizing the purchase of Qdos Chemical Pumps and Pod Style Duplex Skids from MISCOWater for the Water Treatment Plant in the amount of \$78,474.33.
11. **Amendment #1 PG&E Rule 20B for Green Island Road (TR16-0700)**
Recommendation: Adopt a Resolution authorizing the City Manager to execute Amendment #1 to Agreement #2020-A125 with Pacific Gas & Electric Company, for the relocation and undergrounding of existing overhead electrical facilities, in the amount of \$10,000, for a total contract amount not to exceed \$840,000 in conjunction with the Green Island Road Reconstruction and Widening Project (TR16-0700).

12. **Award Agreement for Wetlands Restoration Plan PR20-0300**
Recommendation: Adopt a Resolution authorizing the City Manager to enter into an agreement with Environmental Science Associates in the amount not to exceed \$448,814 for the Wetlands Restoration Plan (PR20-0300).
13. **Fiscal Year 2021-2022 Quarter 2 Investment Report**
Recommendation: Receive and file the City and Fire District Treasurer's Report for the quarter ended December 31, 2021.
14. **Syar Warranty Agreement**
Recommendation: Adopt a Resolution authorizing the City Manager to execute an extended warranty agreement with Syar Industries, Inc. for recently completed paving projects in the City of American Canyon.
15. **Watson Ranch Lots 14 and 15 Final Map & Subdivision Improvement Agreement**
Recommendation: Adopt a Resolution taking the following actions in conjunction with the Watson Ranch Lots 14 and 15 Project:
 1. Approving the Final Map to subdivide the properties (Assessor's Parcel Numbers 059-430-027, 059-430-029 and 059-430-035) to create 98 lots and one parcel; and
 2. Approving a Subdivision Improvement Agreement.

PUBLIC HEARINGS

There are no Public Hearing Items.

BUSINESS

16. **Senior Multi-Use Center Name Change**
Recommendation: Adopt a Resolution renaming of the City's Senior Multi-Use Center to the Adult Activity Center.
17. **Mid Year Budget Adjustment for Fiscal Year 2021-22**
Recommendation: Adopt a Resolution of the City Council of the City of American Canyon approving Mid-Year Budget Amendments to the Fiscal Year 2021-22 Budget.
18. **"NO on Initiative 21-0042A1" Coalition**
Recommendation: Adopt a Resolution opposing Initiative 21-0042A1, joining American Canyon to the NO on Initiative 21-0042A1 coalition, and directing staff to email a copy of this adopted resolution to the League of California Cities at BallotMeasures@calcities.org.

MANAGEMENT AND STAFF ORAL REPORTS

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

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

Anticipated Future Council Items of Note:

March 1, 2022

- Home 2 Suites Reimbursement Agreement
- SDG 217 Use Permit Appeal
- Housing Element Update

March 15, 2022

- Annual Police Report
- Annual Communications Report
- ARPA Funding Appropriations

19. [City Council Committee Report - Councilmember David Oro](#)

20. [City Council Committee Report - Councilmember Mark Joseph](#)

ADJOURNMENT

CERTIFICATION

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

Taresa Geilfuss, City Clerk

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

ACTION MINUTES

January 18, 2022

OPEN SESSION – 6:30 P.M.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Mayor Leon Garcia led the Pledge of Allegiance.

MEETING ANNOUNCEMENT

Mayor Leon Garcia read the Meeting Announcement.

ROLL CALL

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

Absent: None

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

City Attorney provided a report upon return from closed session. Closed Session commenced at 4:41 p.m. Closed Session adjourned at 6:26 p.m. A written report will be provided.

3. Proclamation - American Canyon's 30th Anniversary

Mayor Garcia read the proclamation for American Canyon's 30th Anniversary, with special letters received from California State Assemblymember Cecilia Aguiar-Curry and California State Senator Bill Dodd.

4. Oath of Office - Police Chief Rick Greenberg

City Clerk Taresa Geilfuss administered the Oath of Office for Police Chief Rick Greenberg.

PUBLIC COMMENT - ITEMS NOT ON THE AGENDA

Mayor Leon Garcia opened Public Comments. Written: Joan Bennett. Oral: Justin Hamilton Hole was called to speak; Beth Marcus was called to speak. Mayor Leon Garcia closed Public Comments.

AGENDA CHANGES

There were no agenda changes.

CONSENT CALENDAR

Action: Motion to adopt the Consent Calendar made by Councilmember David Oro, seconded by Vice Mayor Mariam Aboudamous, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

5. Minutes - Regular City Council Meeting of December 21, 2021

Action: Approved the minutes from the regular City Council of December 21, 2021.

6. Closed Session Report - December 21, 2021

Action: Approved the Closed Session Report from the Regular City Council Meeting of December 21, 2021.

7. Closed Session Report - January 11, 2022

Action: Approved the Closed Session Report from the Special City Council Closed Session meeting of January 11, 2022.

8. Continued Use of Remote Teleconference for Meetings

Action: Adopted Resolution 2022-02 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 of January 18, 2021 - February 15, 2022, pursuant to Ralph M. Brown Act.

9. 2021 Annual Napa Logistics Phase 2 Development Agreement Review

Action: Adopted Resolution 2022-03 of the City Council of the City of American Canyon, California, finding that DWF IV NLP II, LLC has demonstrated "Good Faith efforts" to comply with the Napa Logistics Phase 2 Development Agreement obligations during Calendar Year 2021.

10. Labor and Employment Counsel Services

Action: Adopted Resolution 2022-04 approving Agreement 2022-02 with Sloan Sakai Yeung & Wong LLP to provide legal assistance to the City on employment related matters and upcoming labor contract negotiations.

PUBLIC HEARINGS

11. Acquisition of Certain Property for Public Purposes

Council received a statement from City Attorney William Ross who recommended that Council close the Public Hearing continued from January 7, 2022, as no action from Council is needed at this time.

Action: Motion to close the Continued Public Hearing on Acquisition of Certain Property for Public Purposes made by Vice Mayor Mariam Aboudamous, seconded by Councilmember David Oro, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

12. Urgency Ordinance and Zoning Code Amendment - Fuel Stations

Council received a staff report from Community Development Director Brent Cooper. Mayor Garcia opened public comments. Written comments: none. Oral comments: none. Mayor Garcia closed public comments.

Action: Motion to adopt Interim Urgency Ordinance 2022-01 of the City Council of the City of American Canyon, California, enacted pursuant to California Government Code Section 65858 establishing a 12-Month Temporary Moratorium on the approval of discretionary applications for new fuel stations that are not complete as of the effective date of this Ordinance in all zoning districts in the City of American Canyon pending review and possible amendment of Municipal Code Regulations; and setting forth the facts constituting such urgency (PL21-0005) made by Councilmember David Oro, seconded by Councilmember Mark Joseph, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

Action: Motion to adopt an Ordinance of the City Council of the City of American Canyon, California, amending the American Canyon Municipal Code Chapter 19.04 Definitions; Chapter 19.05 Commercial Classifications; Chapter 19.11 Commercial Zoning District; Chapter 19.49 Nonconforming Uses, Structures and Lots; and Broadway District Specific Plan Table 2-3 Permitted Uses; to prohibit new and expanded service stations in all zoning districts in the City of American Canyon that engage in retail sale of motor vehicle fossil

fuels (PL21-0028) made by Vice Mayor Mariam Aboudamous, seconded by Councilmember Pierre Washington, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

BUSINESS

13. Amendment 17 to Napa County Agreement No. 3220 for Law Enforcement Services

Council received a staff report from Police Chief Rick Greenberg. Mayor Garcia opened Public Comments. Written comments: none. Oral comments: none. Mayor Garcia closed Public Comments.

Action: Motion to adopt Resolution 2022-05 approving Amendment 17 to Napa County Agreement No. 3220 (AC Agreement 2022-03) with the Napa County Sheriff's Office for law enforcement services for the period March 1, 2022, through June 30, 2024 made by Councilmember Mark Joseph, seconded by Vice Mayor Mariam Aboudamous, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

14. Annual Comprehensive Financial Report

Council received a staff report from Finance Director Lincoln Bogard with Auditor Brian Nash. Mayor Leon opened Public Comments. Written comments: none. Oral comments: none. Mayor Garcia closed Public Comments.

Action: Council received and filed the report.

MANAGEMENT AND STAFF ORAL REPORTS

City Manager Jason Holley gave a status update regarding Covid and City Hall staffing. Public Works Director Erica Ahman Smithies provided an update on Devlin Road and Eucalyptus sidewalk projects.

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

Councilmembers reviewed their submitted reports with Councilmember Oro adding an Art Committee site visit to his report. Councilmembers commented on items of interest. Mayor Garcia commented in disappointment that Supervisor Belia Ramos was not appointed chair of the Napa County Board of Supervisors.

ADJOURNMENT

The meeting was adjourned at 8:10 p.m.

Respectfully Submitted,

Taresa Geilfuss

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

ACTION MINUTES
February 1, 2022

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

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

Absent: None

5:30 P.M. CLOSED SESSION

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

CALL TO ORDER

The meeting was called to order at 6:34 p.m.

PLEDGE OF ALLEGIANCE

Mayor Garcia led the Pledge of Allegiance.

MEETING ANNOUNCEMENT

A meeting announcement pursuant to AB 361 was made by Mayor Leon Garcia.

ROLL CALL

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

Absent: None

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

Closed Session commenced at 5:33 p.m. after Council added the evaluation of City Manager as a matter to be Considered in Closed Session. Closed Session adjourned at 6:22 p.m. City Attorney William Ross provided an oral report upon return from Closed Session, and stated that a written report would also be provided.

PROCLAMATIONS AND PRESENTATIONS

3. Proclamation - Black History

Mayor Garcia announced the Proclamation with Brenda Knight to accept. Ms. Knight also announced the Juneteenth event that will take place on June 19, 2022.

4. Oath of Office - Alexandra Ikeda

City Clerk Taresa Geilfuss administered the Oath of Office to Alexandra Ikeda, Parks & Recreation Director. Written comment: Clarence Mamaril.

PUBLIC COMMENTS - ITEMS NOT ON THE AGENDA

Mayor Garcia opened Public Comments. Written comments: Andre Gardiner, Rose Maldorado, Sharon Rucker, Tammy Wong, Cecilia Medeiros. Justin Hamilton Hole was called to speak; Justin Hamilton Hole was called to speak; Joy Hilton was called to speak; Tammy Wong was called to speak. Mayor Garcia closed Public Comments.

AGENDA CHANGES

There are no agenda changes

CONSENT CALENDAR

Action: Motion to adopt Approve the Consent Calendar. made by Councilmember Mark Joseph, seconded by Councilmember Pierre Washington, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

5. Minutes of January 7, 2022 - Special City Council Meeting

Action: Approved the minutes of January 7, 2022, Special City Council meeting.

6. City Attorney January 18, 2022 - Closed Session Report

Action: Approved the City Attorney Closed Session Report for the meeting of January 18, 2022.

7. Zoning Code Amendment - Fuel Stations

Written comments: Linda Brown, and Lori Stelling

Action: Waived second reading, read by title only, and adopted Ordinance 2022-02 of the City Council of the City of American Canyon, California, amending the American Canyon Municipal Code Chapter 19.04 Definitions; Chapter 19.05 Commercial Classifications; Chapter 19.11 Commercial Zoning District; Chapter 19.49 Nonconforming Uses, Structures and Lots; and Broadway District Specific Plan Table 2-3 Permitted Uses; to prohibit new and expanded service stations in all zoning districts in the City of American Canyon that engage in retail sale of motor vehicle fossil fuels (PL21-0028).

PUBLIC HEARINGS

8. Acquisition of Certain Property for Public Purposes

Council received a staff report from City Attorney William Ross. Mayor Garcia opened the public hearing. Written comment: Rose Maldonado. Oral comments: None. Mayor Garcia closed the public hearing.

Action: Motion to adopt Resolution 2022-06 finding and determining that the public interest, convenience, and necessity require the acquisition of certain property for public purposes and to initiate eminent domain proceedings for property bearing Assessors' Parcel Number 059-030-007, which is necessary for the construction of portions of the Watson Ranch Backbone Improvement Project, including the northern extension of Newell Drive and the construction of the Napa Valley Vine Trail made by Councilmember David Oro, seconded by Councilmember Mark Joseph, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

BUSINESS

Action: Motion to move item 10 to be heard before item 9. made by Councilmember David Oro, seconded by Councilmember Mark Joseph, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

10. Declaration of a Climate Emergency

Councilmember Joseph and Councilmember Washington introduced the Resolution and Alisa Karesh commented with thanks to Council. Mayor Garcia opened Public Comments. Written comment: Lori Stelling. Oral comments: Jim Wilson was called to speak; Tammy Wong was called to speak; Chris James was called to speak. Celeste Mirassou was called to speak; Linda Brown was called to speak. Mayor Garcia closed Public Comments.

Action: Motion to adopt Resolution 2022-07 adopting the AD-HOC Climate Action Committee's recommendation to declare a Climate Emergency. made by Councilmember Mark Joseph, seconded by Councilmember Pierre Washington, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

9. Citywide Capital Improvement Needs and American Rescue Plan Act Funding Discussion

City Manager Jason Holley introduced this item. Council received a staff report from Public Works Director Erica Ahman Smithies, Maintenance & Utilities Director Felix Hernandez, III and Finance Director Lincoln Bogard. Mayor Garcia opened Public Comments. Written comments: recorded in Public Comments, Items Not on the Agenda. Oral comments: Tammy Wong was called to speak; Chris James was called to speak; Justin Hamilton Hole was called to speak; Steve Brook was called to speak. Mayor Garcia closed Public Comments. City Manager Jason Holley provided a recap of Council direction.

MANAGEMENT AND STAFF ORAL REPORTS

Assistant City Manager Maria Ojeda spoke regarding the success of the recent job fair. Finance Director Lincoln Bogard reported that the grant for water utilities was approved. They will be submitting a similar grant request for wastewater. Parks & Recreation Director Alexandra Ikeda announced the launch of the new P&R registration software, and a few upcoming events. City Manager Jason Holley announced his and Assistant City Manager Maria Ojeda's attendance at a City Manager's conference for the rest of the week.

11. Public Works Department Update

Public Works Director Erica Ahman Smithies provided an update on Public Works projects.

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

12. City Council Committee Report - Councilmember Mark Joseph

13. City Council Committee Report- Councilmember David Oro

Mayor and councilmembers reviewed their submitted Committee Reports, commented on items of interest, and thanked staff for their work and dedication to the city.

ADJOURNMENT

The meeting was adjourned in recognition of Chinese New Year at 8:49 p.m.

CERTIFICATION

Respectfully submitted,

Taresa Geilfuss, City Clerk

William D. Ross
David Schwarz
Kypros G. Hostetter

Law Offices of
William D. Ross
400 Lambert Avenue
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Los Angeles Office:
11420 Santa Monica Blvd
#25532
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File No: 199/6

February 2, 2022

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; February 1, 2022

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 February 1, 2022 Regular Council Meeting, consistent with Government Code Section 54957.1.

After convening in Open Session at 5:33 p.m. and determining that there were no public comments on the agendized Closed Session matters, your Council unanimously (5-0) added an additional matter for Closed Session consideration: Evaluation of City Manager, pursuant to Government Code Section 54957(b). You then adjourned to Closed Session at 5:34 p.m.

There were two matters agendized for City Closed Session consideration.

1. Conference with Legal Counsel – Existing Litigation
Pursuant to Government Code Section 54956.9(d)(1)
 - a. City of American Canyon v. Pamela Smith, et al.
(Napa County Superior Court Case No. 22CV000041)
 - b. Napa County Flood Control and Water Conservation District v.
California Department of Water Resources
(Department of General Services Claim No. ORIM 006)

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

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

With respect to the first matter considered under Closed Session Item No. 2., there was reportable action in that Council unanimously (5-0) authorized the Mayor to execute the Seventh Amendment to the Tolling Agreement between the County of Napa, County of Napa Airport Land Use Commission (“ALUC”), the City of American Canyon and R.H. Development Company with respect to a prospective challenge by the County and the ALUC to the City’s override of the ALUC decision, with respect to the Oat Hill Residential Project. The Council also unanimously (5-0) authorized the preparation of a transmittal letter to the County and the ALUC indicating that if proposed text amendment to the Airport Land Use Commission Compatibility Plan was not completed by April 7, 2022, that the City and the Applicant would exercise their right to terminate the Tolling Agreement. 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).

With respect to the second matter considered under Closed Session Item No. 2., there was reportable action to indicate incremental actions will be taken to comply with Council direction of January 18, 2022 to annex the Paoli Loop Watson Lane Area to the City by City application. Except as indicated, there was no other reportable action concerning this matter under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(2).

With respect to the third Closed Session matter considered in which the City Attorney did not participate, there was no reportable action under the provisions of Government Code Section 54957(b).

The Closed Session concluded at 6:22 p.m. and then 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 City Council Meeting.

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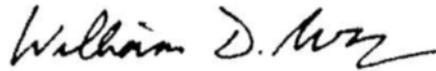
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The Honorable Leon Garcia, Mayor
and Members of the City Council
February 2, 2022
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Should you have questions concerning this Report, it may be taken off the Consent calendar when agendaized in the future, or our office may be contacted in the interim.

Very truly yours,

A handwritten signature in black ink, appearing to read "William D. Ross". The signature is fluid and cursive, with a long horizontal stroke at the end.

William D. Ross
City Attorney

WDR:jf

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



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 teleconferenced meetings of legislative and advisory bodies of the City of American Canyon for the period of February 15 2022 - March 17, 2022 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 first page of the City Council Agendas were made 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

Not applicable.

FISCAL IMPACT

None.

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 - AB361](#)

RESOLUTION NO. 2022-_____

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 OF FEBRUARY 15, 2022 THROUGH MARCH 17, 2022 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, the surge of the Delta Variant of COVID-19, followed by the surge of the Omicron Variant, conducting 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, the Delta Variant of COVID-19 surging in Napa County, followed by the surge of the Omicron Variant, 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 of Delta and Omicron Variants 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 issued on 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 such time as 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 15th day of February 2022, 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



TITLE

Amendment #3 to Agreement 2016-A177 with Questa Engineering Corporation

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute Amendment #3 to Agreement 2016-A117 with Questa Engineering Corporation, in the amount of \$31,623 for a total contract amount not to exceed \$184,790, for the Newell Open Space Trail Project (PR13-0200).

CONTACT

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

BACKGROUND & ANALYSIS

On May 4, 2021, City Council authorized the City Manager to execute Amendment #2 to Agreement 2016-A177 with Questa Engineering Corporation in the amount of \$100,544, for a total contract amount not to exceed \$153,167, to assist in the property acquisition and complete the trail design for the Newell Open Space Trail Project (PR13-0200).

As design efforts began, a new and significant component that was identified as a design improvement was the placement of the entry driveway at Newell and Donaldson. Staff requested Questa to provide a proposal for this additional refinement.

As right-of-way acquisitions efforts have progressed, it has also been determined that right-of-way consultant services (by others under separate contract) will be necessary. However, supporting items are needed from Questa to facilitate this effort. Hence, staff requested Questa to provide a proposal for this as well.

Questa responded with a proposal (see Attachment #3) for their services to address the above amounting to \$31,623.

Staff recommends the Council to authorize the City Manager to execute Amendment #3 to Agreement 2016-A177 with Questa Engineering Corporation, in the amount of \$31,623 for a total contract amount not to exceed \$184,790, for the Newell Open Space Trail Project (PR13-0200).

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

The FY21/22 Project Budget is \$394,853, and includes sufficient funds to cover the proposed action.

ENVIRONMENTAL REVIEW

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

ATTACHMENTS:

1. [Resolution - Amendment #3 to Agreement 2016-A177 with Questa Engineering Corporation](#)
 2. [Agreement for Amendment #3](#)
 3. [Agreement Attachment A - Questa Engineering Proposal](#)
- [Resolution - Amendment #3 to Agreement 2016-A177 with Questa Engineering Corporation.docx](#)

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT #3 TO AGREEMENT 2016-A177 WITH QUESTA ENGINEERING CORPORATION, IN THE AMOUNT OF \$31,623, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$184,790, FOR THE NEWELL OPEN SPACE TRAIL PROJECT (PR13-0200)

WHEREAS, in 2012, the City selected Questa Engineering Corporation after a public Request for Proposal process to conduct an access feasibility study and eventually design the Newell Open Space Trail Project; and

WHEREAS, in 2016, the trail design was started but the project was put on hold due to property acquisition needs; and

WHEREAS, on May 4, 2021, the City Council authorized the City Manager to execute Amendment #2 to Agreement 2016-A177 with Questa Engineering Corporation in the amount of \$100,544, for a total contract amount not to exceed \$153,167, to assist in the property acquisition and complete the trail design for the Newell Open Space Trail Project; and

WHEREAS, additional design components have been identified, and additional services are needed in support for right-of-way acquisition efforts to further design of the Project; and

WHEREAS, Questa Engineering Corporation has provided a proposal in the amount of \$31,623 for their services to address the aforementioned design and right-of-way acquisition needs; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby authorizes the City Manager to execute Amendment #3 to Agreement 2016-A177 with Questa Engineering Corporation, in the amount of \$31,623 for a total contract amount not to exceed \$184,790, for the Newell Open Space Trail Project (PR13-0200).

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 15th day of February, 2022, by the following vote:

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

Leon Garcia, Mayor

ATTEST:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

CITY OF AMERICAN CANYON AGREEMENT NO. 2022-xxxx

AMENDMENT #3 TO AGREEMENT NO. 2016-A177 TO THE CITY OF AMERICAN CANYON STANDARD DESIGN PROFESSIONAL AGREEMENT FOR NEWELL OPEN SPACE PRESERVE PUBLIC ACCESS WITH QUESTA ENGINEERING CORP.

RECITALS

1. The City of American Canyon (“City”) and Questa Engineering Corp.(“Questa”), have entered into an Agreement #2016-A177 dated November 2, 2016 for \$52,623.
2. The City and Questa have entered into Amendment #1, Agreement 2017-A133, dated July 7, 2017 to extend the time of performance to December 31, 2017.
3. The City and Questa have entered into Amendment #2, Agreement 2021-49, dated June 8, 2021 to increase the contract amount \$100,544 for a total NTE contact amount of \$153,167 and extend the time of performance to June 30, 2022
4. The Agreement provides for amendments to perform specific tasks under a specific scope of services that may arise during the term of the agreement.

NOW, THEREFORE, CITY and QUESTA ENGINEERING CORP. agree as follows:

1.00 SERVICES AND COMPENSATION

Questa Engineering Corp. agrees to provide services as listed in Attachment “A” to increase the contract amount for additional services in the amount of \$31,623 for a total not to exceed contract amount of \$184,790 (one hundred eight-four thousand seven hundred ninety dollars).

2.00 TIME OF PERFORMANCE

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

3.00 REMAINING PROVISIONS

All other terms of the November 2, 2016 Agreement remain in full force and effect.

Executed on _____, at American Canyon, California.

CITY:

QUESTA ENGINEERING CORP.:

By: _____
Jason B. Holley
City Manager

By: _____
Jeffrey H. Peters
Principal



January 14, 2022

Kristine M. Delos Santos
Engineer II

City of American Canyon | Public Works Department Engineering
4381 Broadway Street, Suite 201
American Canyon, CA 94503
ksantos@cityofamericancanyon.org

Subject: Proposal for Newell Open Space Preserve – Additional Services

Dear Ms. Delos Santos,

Questa Engineering Corporation is pleased to present this proposal and fee estimate to prepare Plans, Specifications & Cost Estimate (PS&E) for additional services associated with the Newell Open Space Preserve. The Engineering Plans for the driveway area opposite Donaldson Ave. and near Newell Creek will be incorporated into our overall Plan set as described in the CIP-1185 dated 11/17/2016 and Agreement Amendment 2021-49 dated 6/8/2021. This proposal describes the additional work and work tasks needed to accomplish this addition to the plan set, including obtaining additional topographic survey information covering the proposed driveway area. In general, the work will proceed concurrently with the other prior approved work tasks and go through 60%, 90% and 100% completion and submittals for your review.

Following are design components and assumptions for incorporating the driveway extension related work:

- 9.1 Design of the driveway extension from the proposed parking area will allow for ingress at the Newell & Donaldson intersection. The driveway will meet City standards and label centerline alignment.
- 9.2 Design assumes that the north/south pedestrian access will cross the driveway extension and transition to the west side of the driveway to its southern terminus at the northern east-west crosswalk.
- 9.3 We assume that any new or replacement paving will be less than 5,000 square feet and therefore a C3 stormwater management plan will not be needed.
- 9.4 Design will set grades along centerline and edge of pavement.
- 9.5 Design will include possible pavement section enhancements along outside edge of driveway, which may require either a thickened edge or a small retaining wall to support the eastern edge of pavement.
- 9.6 Design will include entry monument sign based on City standard, which we assume is to be moved to this revised ingress location.
- 9.7 Design will include Preliminary Planting/Landscape Plan along driveway extension, and to continue to show this as an Additive Alternate on Bid Schedule to allow City/volunteers to do installation and maintenance.
- 9.8 Design will include a utility plan, as needed, along the driveway extension.

9.9 Deliverables will be 60%, 90%, and 100% submittals in accordance with the other work areas.

9.10 Design is assumed to not need environmental permitting.

10.1 Prepare appraisal map for City use in preparing a formal government offer of lot line adjustment.

WORK TASKS

In general the engineering and design work will proceed concurrently with the other prior approved work tasks and go through 60%, 90% and 100% completion and submittals for your review

PERSONNEL

The work will be completed under the supervision of Questa Principal Jeff Peters. Carl Nelson, PE, will be Project Manager /Engineer and Margaret Henderson, ASLA, will be the Project Landscape Architect. The surveyor will be Cinquini & Passarino.

FEE ESTIMATE

Our estimated Not-to-Exceed fee is \$31,623, which includes \$14,030 of survey work by Cinquini and Passarino. Our fees are shown in **Table 1**, attached.

SCHEDULE

We anticipate initiating work within 2 weeks of Notice To Proceed. (NTP)

Thank you for the opportunity to continue our work on the Newell Open Space Preserve. We look forward to working with the City on this project. If you have any questions, please do not hesitate to contact me at (510) 236-6114, ext. 236, by email at cnelson@questaec.com, or Mr. Jeff Peters at extension 206 or jpeters@questaec.com.

Sincerely,



Carl H. Nelson, PE
Project Manager



Jeffrey H. Peters
Principal

Ref: 1600080P5

Newell Open Space Preserve Nature Trail PS&E- Additional Services - Donaldson Extension & Appraisal Mapping

TABLE 1: COST PROPOSAL

TASK DESCRIPTION	Questa Engineering						TOTALS	
	Principal-in-Charge \$185.00	Sr. Landscape Architect/ Env. Planner \$165.00	Project Manager/Engineer \$165.00	Sr. Engineering Geologist \$170.00	Staff Engr./ Lands. Arch. \$120.00	Tech Writer \$95.00	Total Hours by Task	Total Fees by Task
9. Donaldson Extension (60%, 90%, Final)	8.0	8.0	40.0	2.0	48.0		106.0	\$15,500
10. Appraisal Mapping	0.5		8.0		4.0		12.5	\$1,893
							0.0	\$0
							0.0	\$0
<i>PS&E Subtotal</i>	8.5	8.0	48.0	2.0	52.0	0.0	118.5	\$17,393
TOTAL HOURS	8.5	8.0	48.0	2.0	52.0	0.0	118.5	-
TOTAL LABOR BY TEAM MEMBER	\$1,573	\$1,320	\$7,920	\$340	\$6,240	\$0	\$17,393	

DIRECT EXPENSES	
Printing and Reproductions, Postage	\$200
Vehicle and Mileage	
Misc. Supplies and Materials	
Surveyor (C&P)	\$14,030
TOTAL EXPENSES	\$14,230
TOTAL PROJECT COST	\$31,623

Scope and Fee Amendment No. 1

Mr. Carl Nelson

Questa Engineering, Inc.

January 13, 2022

Page 2

If you would like Cinquini & Passarino Inc. to commence work on this project, please sign this Letter of Authorization where indicated below, and return it to me at your earliest convenience.

Please call me if you have any questions or concerns.

Very truly yours,

CINQUINI & PASSARINO, INC.

Jim Dickey, PLS

Principal

I HEREBY AUTHORIZE CINQUINI & PASSARINO, INC. TO PROCEED WITH SCOPE OF WORK AND FEE AMENDMENT NO. 1 TO PROJECT AND GUARANTEE PAYMENT OF BALANCE DUE UPON RECEIPT OF INVOICE FOR WORK.

AUTHORIZED SIGNATURE

DATE

PRINT NAME

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT #3 TO AGREEMENT 2016-A177 WITH QUESTA ENGINEERING CORPORATION, IN THE AMOUNT OF \$31,623, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$184,790, FOR THE NEWELL OPEN SPACE TRAIL PROJECT (PR13-0200)

WHEREAS, in 2012, the City selected Questa Engineering Corporation after a public Request for Proposal process to conduct an access feasibility study and eventually design the Newell Open Space Trail Project; and

WHEREAS, in 2016, the trail design was started but the project was put on hold due to property acquisition needs; and

WHEREAS, on May 4, 2021, the City Council authorized the City Manager to execute Amendment #2 to Agreement 2016-A177 with Questa Engineering Corporation in the amount of \$100,544, for a total contract amount not to exceed \$153,167, to assist in the property acquisition and complete the trail design for the Newell Open Space Trail Project; and

WHEREAS, additional design components have been identified, and additional services are needed in support for right-of-way acquisition efforts to further design of the Project; and

WHEREAS, Questa Engineering Corporation has provided a proposal in the amount of \$31,623 for their services to address the aforementioned design and right-of-way acquisition needs; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby authorizes the City Manager to execute Amendment #3 to Agreement 2016-A177 with Questa Engineering Corporation, in the amount of \$31,623 for a total contract amount not to exceed \$184,790, for the Newell Open Space Trail Project (PR13-0200).

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 15th day of February, 2022, by the following vote:

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

Leon Garcia, Mayor

ATTEST:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney



TITLE

North Bay Agency Chemical Pool Adjustment

RECOMMENDATION

Adopt a Resolution authorizing an adjustment of purchase of chemicals for the Water Treatment Plant for FY 2021/22.

CONTACT

Felix Hernandez, III, Maintenance and Utilities Director
Sherri Cassidy, Administrative Technician

BACKGROUND & ANALYSIS

The City cooperates with other local agencies to obtain bulk pricing for chemicals to aid in the treatment of drinking water. The “North Bay Agency Chemical Pool” (NBACP) is comprised of the cities of American Canyon, Napa, Vallejo, Fairfield, Vacaville and others.

On June 15, 2021, the City Council Authorized the purchase of chemicals from Brenntag, BWS, Chemtrade, Univar, and Thatcher in amounts totaling \$250,000 for the treatment of drinking water at the Water Treatment Plant and \$45,000 for the Waste Water Treatment Plant for a total amount of \$295,00 for Fiscal Year 2021/22 (Resolution 2021-42).

Staff is requesting an adjustment to increase funds for chemicals due to price increases for Sodium Hydroxide (Caustic Soda) and shipping costs. The NBACP members have negotiated with Brenntag (Attachment 2) and agreed to increase the amount for purchase of Caustic made between January 18, 2022 and March 31, 2022 as follows:

50% NaOH Dry ton: \$602.00
25% NaOH Dry ton: \$690.00

NBACP is requesting Brenntag advise NBACP of any requested adjustment for the period of April 1, 2022 through June 30, 2022. NBACP is requesting this notification by March 1, 2022, so that it may engage in the process recently undertaken regarding subject increases. If such notice is not received, the price increase will cease, and will revert to the bid cost amounts contained in the original agreement as follows:

50% NaOH Dry ton: \$402.99

25% NaOH Dry ton: \$499.90

Due to increased tax/shipping and chemical costs staff is requesting an additional \$70,000 for at total of \$320,000 for the treatment of drinking water at the Water Treatment Plant. The cost for the Waste Water Treatment Plant will remain as approved for \$45,000 for a total amount of \$365,000. Flexibility to adjust P.O.'s should the need arise based on actual consumption in FY 2021/2022.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

Subject to the Mid-Year Adjustment under consideration by Council later this evening, sufficient funds are budgeted in the FY 2021/22 Water Operations Budget Line Item 510-50-560-43115 – Operating Supplies and the Waste Water Operations Budget Line Item 540-50-570-43115 – *Operating Supplies* to implement the Recommended Action.

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 - WTP Chemical Purchase Adjustment FY21-22](#)
- [2. Caustic Price Increase](#)

RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON
AUTHORIZING THE ADJUSTMENT OF PURCHASE OF CHEMICALS
FOR THE WATER TREATMENT PLANT FOR FY 2021/22**

WHEREAS, the City of American Canyon cooperates with other local agencies to obtain bulk pricing for chemicals to aid in the treatment of drinking water. The “North Bay Agency Chemical Pool” is comprised of the cities of American Canyon, Napa, Vallejo, Fairfield, Vacaville and others; and

WHEREAS, the City Council Authorized the purchase of chemicals from Brenntag, BWS, Chemtrade, Univar, and Thatcher in amounts totaling \$250,000 for the treatment of drinking water at the Water Treatment Plant and \$45,000 for the Waste Water Treatment Plant for a total amount of \$295,00 for Fiscal Year 2021/22 (Resolution 2021-42); and

WHEREAS, an adjustment to increase funds for chemical increased costs, including tax/shipping in the amount of \$70,000 for a total of \$320,000 for the treatment of drinking water at the Water Treatment Plant; and

WHEREAS, the cost for the Waste Water Treatment Plant will remain as approved for \$45,000 for a total amount of \$365,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon authorizes an adjustment to the purchase of chemicals for the Water Treatment Plant for FY 2021/22.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 15th day of February, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Leon Garcia, Mayor

ATTEST:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

Dear Don,

NBACP Committee members (particularly those that purchase Sodium Hydroxide [Caustic] from Brenntag] met on January 11, 2022, to discuss Brenntag's requested price increase. During the meeting, the members discussed the results of our survey and Brenntag's willingness to adjust (reduce) the amount requested.

This communication serves as written notice to Brenntag that the NBACP members have agreed to your adjusted increase amount for purchases of Caustic made between January 18, 2022, and March 31, 2022, as follows:

50% NaOH Dry ton: \$602.00
25% NaOH Dry ton: \$690.00

NBACP requests that Brenntag advise the NBACP of any requested adjustments for the period of April 1, 2022, through June 30, 2022. NBACP requests this notification by March 1, 2022, so that it may engage in the process recently undertaken regarding the subject increase. If such notice is not received, the price increase will cease, and will revert to the bid cost amounts contained in the original agreement, as follows:

50% NaOH Dry ton: \$402.99
25% NaOH Dry ton: \$499.90

Thank you for your concession in increase requested and your patience while the committee evaluated your request.

Sincerely,
Bernie Ortega
NBACP Chair

**NORTH BAY AGENCY CHEMICAL POOL (NBACP) - PRIMARY CHEMICAL BID RESULTS MAY 5, 2021
FY 2021 - 2022**

CHEMICAL VENDOR	ALUM	ACID ALUM	50% NaOH	25% NaOH	LOX	CO ₂	LIQUID Cl ₂ (GAS)		12.5% NaOCl		FERRIC	SODIUM BISULFITE	FLUORIDE		Orthopolyphosphate				
	(Dry Ton)	(Dry Ton)	(Dry ton)	(Dry Ton)	(CCF)	lb	(1-ton Cylinder)		(gallon)	(gallon)	(Dry Ton)	(gallon)	(Dry Ton)	(adjusted)	(gallon)	(gallon)	(gallon)		
	Full	Full	Full	Full	100%	100%	Full	Short	Full	Short	Full	Full	100%	24%	Full	short	tote		
Brenntag Pacific, Inc.			\$402.99	\$499.90													\$0.77	\$0.85	\$7.50
Increase			\$712.00	\$825.00													\$0.50	\$0.54	\$7.59
																	\$0.509	\$0.543	\$6.89
Univar Solutions			\$428.89	\$533.85															
Q1			\$734.00	\$865.00															
Q2			\$585.00	\$738.00															
																	\$0.742	\$0.786	\$9.270
																	\$0.4488	\$0.4491	\$27.0545
FISCAL YEAR																			
FY 21-22	\$266.00	\$450.00	\$402.99	\$499.90	\$0.95	\$0.09	\$1,185.00		\$0.6586	\$0.8027	\$900.00	\$1.12	\$2,226.09	\$534.26	\$0.4488	\$0.4491	\$27.0545		
FY 20-21	\$285.00	\$375.00	\$443.00	\$567.00	\$1.00	\$0.07		\$1,140.00	\$0.70	\$0.82	\$810.00	\$1.09	\$1,604.35	\$385.04	\$5.50	\$5.75	\$6.50		
FY 19-20	\$255.00	\$297.70	\$674.60	\$762.55	\$756.00	\$0.26	\$0.00	\$850.00	\$0.65	\$0.65	\$1.05	\$1,352.17	\$325.50			\$0.05			
FY 18-19	\$255.00	\$297.70	\$674.60	\$762.55	\$0.26	\$0.0506	\$0.00	\$850.00	\$0.65	\$0.65	\$756.00	\$1.05	\$1,352.17	\$325.50					
FY 17-18	\$232.00	\$257.00	\$538.22	\$630.88	\$0.28	\$98.32	\$0.00	\$800.00	\$0.53	\$0.59	\$500.00	\$1.03	\$1,421.74	\$341.22					
FY 16-17	\$229.00	\$229.00	\$395.00	\$444.06	\$0.27		\$615.00	\$645.00	\$0.47	\$0.57	\$438.78	\$0.94	\$1,661.00	\$398.64					
FY 15-16	\$204.00	\$204.00	\$399.13	\$463.26	\$0.28		\$459.00	\$462.00	\$0.50	\$0.57	\$493.70	\$0.89	\$1,789.83	\$429.56					
FY 14-15	\$184.00	\$184.00	\$445.00	\$483.80	\$0.27		\$519.00	\$555.00	\$0.51	\$0.58	\$517.00	\$0.91	\$2,065.21	\$495.65					
FY 13-14	\$277.60	\$277.60	\$452.00	\$479.00	\$0.24		\$565.00	\$540.00	\$0.62	\$0.50	\$597.00	\$0.75	\$2,480.39	\$595.29					
FY 12-13	\$398.00	\$398.00	\$475.00	\$505.00	\$0.21		\$565.00	\$540.00	\$0.58	\$0.48	No Bid	\$0.75	\$2,550.00	\$612.00					



TITLE

Police Vehicles Outfitting and Teardown

RECOMMENDATION

Adopt a Resolution authorizing the outfitting of seven (7) 2022 Ford Police Interceptors by Wattco Emergency Equipment Installers in the amount of \$292,400.

CONTACT

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

BACKGROUND & ANALYSIS

The Police Department needs to replace four Patrol units and three Canine units due to age and mileage.

Police Department vehicles are outfitted with specialized equipment provided by Wattco Emergency Equipment Integrators (Fairfield, CA). The quote for outfitting these vehicles is \$292,400, including and 10% contingency (rounded up) and removing the old equipment from the retiring vehicles to ready for auction. Wattco is the sole-source provider for this service through the Napa County Sheriff's Office. Wattco's prices are competitive and they have been reliable in delivering the vehicles within the timeframe promised.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Public Safety: "Ensure American Canyon remains a safe community."

FISCAL IMPACT

The result of the Recommended Action will be an expenditure totaling \$292,400. There is sufficient funding within the FY 2021/2022 Fleet Internal Service Fund, Budget Line Item 652-50-530-46120 Vehicles, to implement the Recommended Action.

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 - Police Vehicle Replacement 2022](#)

RESOLUTION NO. 2022- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON AUTHORIZING VEHICLE OUTFITTING BY WATTCO EMERGENCY EQUIPMENT INSTALLERS FOR SEVEN NEW POLICE VEHICLES IN THE AMOUNT OF \$292,400

WHEREAS, Seven Police Vehicles have been scheduled for replacement in FY 2021/2022; and

WHEREAS, the vehicles will be outfitted by Wattco Emergency Equipment Installers in the amount of \$292,400; and

WHEREAS, the vehicles being replaced will need to be stripped of equipment for auction.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby authorizes the purchase of the following:

Dealer	Type	Cost
Wattco	Removal of equipment from 7 retiring vehicles	\$8,550.00
Wattco	Outfitting for 7 Ford Police Interceptors	\$257,201.34
	10% Contingency (round up)	26,648.66
	Total	\$292,400

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 15th day of February, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Leon Garcia, Mayor

ATTEST:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

r



TITLE

Chemical Equipment Purchase for Water Treatment Plant

RECOMMENDATION

Adopt a Resolution authorizing the purchase of Qdos Chemical Pumps and Pod Style Duplex Skids from MISCOwater for the Water Treatment Plant in the amount of \$78,474.33.

CONTACT

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

BACKGROUND & ANALYSIS

The Water Treatment Plant treats surface water through a series of mechanical and chemical processes. With the purchase of this equipment Water Treatment Plant Operations replaces existing chemical feed equipment that has reached its useful life. MISCOwater has provided a quote and sole source letter as shown in Attachment 2.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

Sufficient funds were budgeted in the FY 21/22 Budget for these equipment purchases. The breakdown is as follows:

ACCOUNT NUMBER	DESCRIPTION	DIVISION	BUDGET
510-50-560-42310	REPAIRS AND MAINTENANCE	WATER TREATMENT PLANT	\$78,474.33

QDOS CHEMICAL PUMP AND POD STYLE DUPLEX SKIDS (Attachment 1) in the amount of \$78,474.33

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 - Qdos Chemical Pumps and Pod Style Duplex Skids
2. Chemical Equipment Quote & Sole Source Letter

RESOLUTION NO. 2022-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON
AUTHORIZING THE PURCHASE OF QDOS CHEMICAL PUMPS AND POD STYLE DUPLEX SKIDS
FOR THE WATER TREATMENT PLANT IN THE AMOUNT OF \$78,474.33**

WHEREAS, the City’s Water Treatment Plant treats the city’s surface water; and

WHEREAS, With the purchase of the Qdos Chemical Pumps and Pod Style Duplex Skids Staff will be able to treat the surface water of the City of American Canyon manually or automatically with less components subject to breakage; and

WHEREAS, the Qdos Chemical Pumps and Pod Style Duplex Skids has capabilities to perform regular maintenance tasks with no chemical exposure to the operator; and

WHEREAS, The FY 21/22 fiscal budget includes funds for the purchase in accounts 510-50-560-42310 Repairs and Maintenance for a total amount of \$78,474.33.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby authorize the City Manager to approve the purchase of Qdos Chemical Pumps and Pod Style Duplex Skids in the amount of \$78,474.33.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 15th day of February, 2022, 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



QUOTATION NO. Q012822_0-SRC

To: Dominic Patrick, City of American Canyon
Project: Chemical Metering Pumps
Sales Rep: Sean Coholan

Date: January 18, 2022
Terms: Net 30
Freight: Included

Watson-Marlow Fluid Technology | Qdos Universal+ Pumps Quote

Scope of Supply

Qdos 20 Pumps for Polymer

Qty (2) Qdos 20 Universal+ PU Pump;
One Right handed Pump (OM0.155R.GRA)
One Left Handed Pump (OM0.155R.GLA)
Each pump includes one PU pumphead rated 0.001 to 5.3 GPH up to 100 psi
Include pumphead connectors

Qdos 60 Pumps for Sodium Hypochlorite

Qty (2) Qdos 60 Universal+ Pump;
One Right handed Pump (OM0.385R.GRA)
One Left Handed Pump (OM0.385R.GLA)
Each pump includes one SEBS/PVDF pumphead rated 0.001 to 15.85 GPH up to 60 psi
Include pumphead connectors

Qdos 120 Pumps for Aluminum Sulfate and Sodium Hydroxide

Qty (4) Qdos 120 Universal+ Pump;
Two Right handed Pumps (OM0.425R.GRA)
Two Left Handed Pumps (OM0.425R.GLA)
Each pump includes one Santoprene/PP pumphead rated 0.001 to 31.7 GPH up to 60 psi
Include pumphead connectors

Pod Style Duplex Skids

Qty (4) Duplex Pod, fits two pumps
Fully functional chemical feed skid enclosure
-Accommodates all Qdos pump models
-Wall or tote mountable

Each skid includes calibration column, pressure gauge with isolator, pressure relief valve and piping
Clear polycarbonate cover lid, hinged
Designed to allow air flow to dissipate heat in outdoor applications
Standard 1/2" inlet/outlet connections
PVC piping, Viton O-rings and PE tubing
Side exit pumphead access and spill containment for pump and ancillary components
See attached datasheet

Equipment Price (Freight Included):	\$72,830.00
<u>Estimated Tax (7.75%):</u>	<u>\$5,644.33</u>
Total:	\$78,474.33

*Does not include installation

Approximate Delivery Lead Time after approval: 8 weeks

MISCOwater's Terms and Conditions of Sale are attached and are, by reference, a part of this quote.
All Sales and contracts made by us are expressly subject to the conditions as shown hereon and on the back hereof.
Stenographic and clerical errors subject to correction. Claims for shortages, defective goods, errors or allowances must be made within 30 days from date of invoice. This quotation shall be of no effect unless written acceptance is received by us within 30 days from the date hereof. We reserve the right to withdraw this quotation prior to our receipt of such acceptance.

Submitted By: *Sean Coholan*

5976 W. LAS POSITAS BLVD., #226
PLEASANTON, CA 94588
PH:(925) 225-1900 / FAX: (925) 225-9200
www.miscowater.com

- 2 -

qdos 20, 30, 60 and 120

qdos
Peristaltic Metering

Watson-Marlow Pumps

FEATURES AND BENEFITS

- Flow rates 0.1-2000ml/min (0.001-31.7USGPH) and up to 7 bar (100psi) RMS pressure
- ReNu pumphead provides accurate, linear and repeatable flow
- Process uptime is maximised with no gas-locking, no valve blocking and rapid no-tools pumphead replacement
- Fluid recovery ensures operator safety and avoids chemical waste
- Flow control up to 20000:1 with $\pm 1\%$ accuracy
- Manual, analogue, PROFIBUS or contact mode functionality available
- PROFIBUS Bus speed 9.6 kb/s up to 1,500 kb/s
- Compatible with 12-24V DC



Watson-Marlow...Innovation in Full Flow

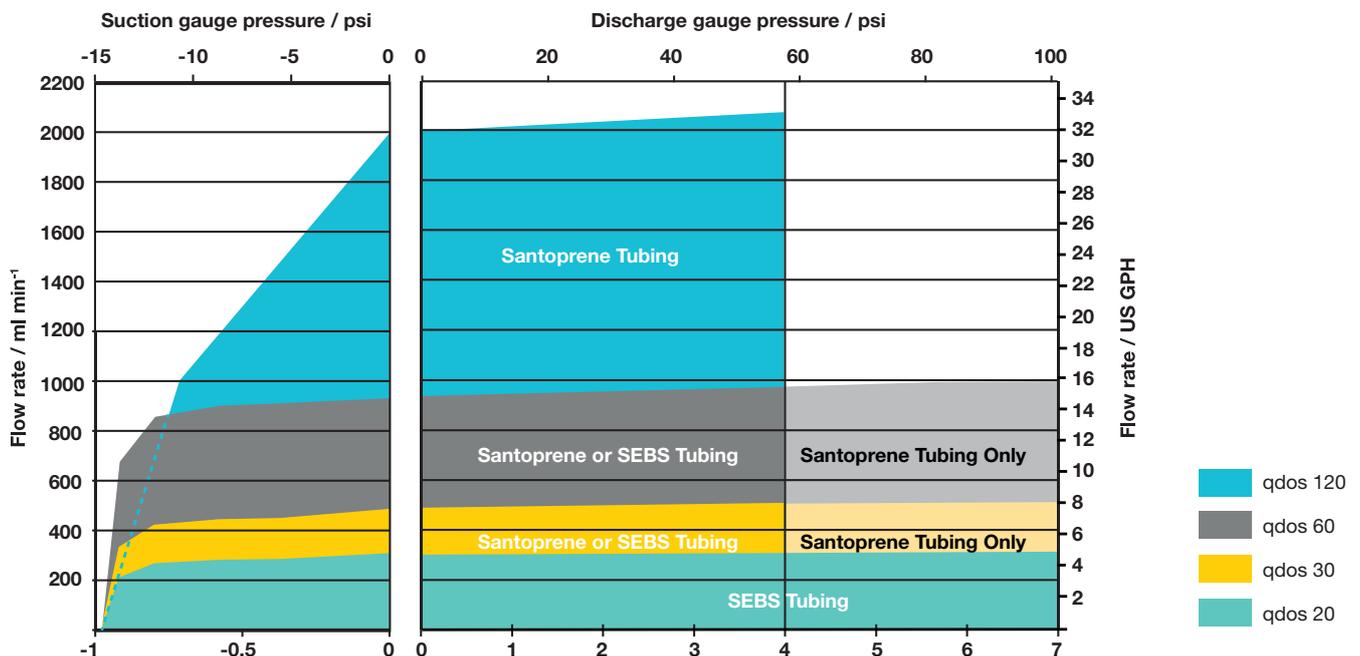
PERFORMANCE

qdos pump typical flow rates

	qdos		qdos remote	
	Speed (rpm)	Flow ml/min (USGPH)*	Speed (rpm)	Flow ml/min(USGPH)*
qdos 20	0.017-55	0.1-333 (0.001-5.3)	0.034-55	0.2-333 (0.003-5.3)
qdos 30	0.025-125	0.1-500 (0.001-7.93)	0.078-125	0.3-500 (0.005-7.93)
qdos 60	0.013-125	0.1-1000 (0.001-15.85)	0.078-125	0.6-1000 (0.01-15.85)
qdos 120	0.006-125	0.1-2000 (0.001-31.7)	0.078-125	1.25-2000 (0.02-31.7)

*accuracy $\pm 1\%$, repeatability $\pm 0.5\%$

Flow rate with discharge pressure for ReNu pumpheads



TECHNICAL SPECIFICATION

	qdos 20	qdos 30	qdos 60	qdos 120
Ingress rating	IP66			
Enclosure	Watertight / dustproof			
Humidity	Non-condensing 5% to 95%			
Temperature (Santoprene)	N/A	5C to 45C (41F to 113F)		
Temperature (SEBS)	5C to 40C (41F to 104F)			N/A
Drive weight	4.6kg (10lb 2oz)	4.1kg (9lb 1oz)	4.6kg (10lb 2oz)	
Pumphead weight	1.1kg (2lb 7oz)	0.95kg (2lb 2oz)	1.1kg (2lb 7oz)	
Control ratio ±1% accuracy	3330:1	5000:1	10000:1	20000:1
Control ratio (Remote)	1600:1			
Noise	< 70dB(A) at 1m			
Standard	CE, NSF 61, cETLus, IRAM S Mark, C-Tick, CSA			
Power supply options	Switch mode power supply ~100-240V 50-60Hz 190VA			
	12-24V DC power supply 12V 130W nominal 24V 180W nominal			

MATERIALS OF CONSTRUCTION

Component	Material			
	qdos 20	qdos 30	qdos 60	qdos 120
Keypad	Polyester			
Drive casework	20% Glass filled PPE/ PS			
Drive shaft	Stainless steel 440C			
Pumphead enclosure	30% Glass filled PPO/PS	40% Glass filled PPS	30% Glass filled PPO/PS	
Rotor	Glass filled nylon			
Rotor bearings	Steel, stainless steel (optional—contact Watson-Marlow applications)			
Tube*	Santoprene (max 7 bar, 100 psi) / SEBS (max 4 bar, 60 psi)			
Pumphead hydraulic ports	PVDF (SEBS)	Polypropylene (Santoprene) or polypropylene (SEBS)	Polypropylene (Santoprene) or PVDF (SEBS)	Polypropylene (Santoprene)
Hydraulic connectors	Polypropylene (standard) PVDF (optional)			
Lubricant*	PFPE based			

*It is the user's responsibility to comply with local health and safety regulations, including ensuring chemical compatibility between the duty fluid, the tube and lubricant contained in the ReNu Pumphead. For guidance refer to www.qdospumps.com.

TECHNICAL DATA

Operational modes	Manual	Remote	PROFIBUS	Universal	Universal+
Manual	•		•	•	•
PROFIBUS—bus speed 9.6 to 1,500 kb/s			•		
Contact				• L or R	• L or R
4-20mA		•		•	•
Fault reporting	•	•	•	•	•

Features	Manual	Remote	PROFIBUS	Universal	Universal+
Numerical flow display	•		•	•	•
Numerical speed display	•		•	•	•
Fluid level monitor	•		•	•	•
Max (prime)	•		•	•	•
Auto restart (after power restored)	•	•	•	•	•
Fluid recovery	•		•	•	•
Leak detection	•	•	•	•	•
3.5" (88.9mm) colour TFT display	•		•	•	•
LED Pump status icons		•			

TECHNICAL DATA - CONTINUED

Control methods	Manual	Remote	PROFIBUS	Universal	Universal+
Input/Output Options*		L	L	L, H or R	L, H or R
Manual control capability	•		•	•	•
4-20mA input		•		•	•
4-20mA input two point calibration					•
4-20mA output		•			•
Contact input (pulse/batch)				• L or R	• L or R
Run stop input		•		•	•
Run status output		•		•	•
Alarm output		•		•	•
Remote fluid recovery		•		•	•

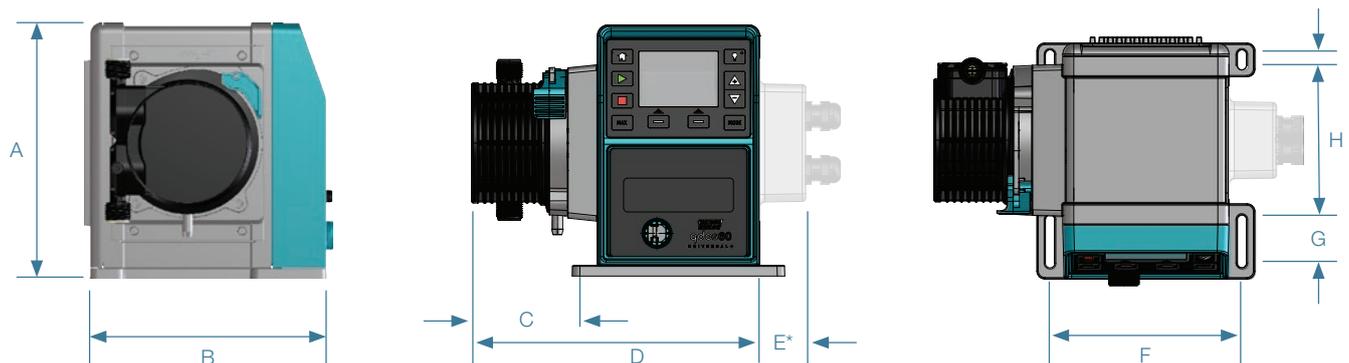
PROFIBUS	Manual	Remote	PROFIBUS	Universal	Universal+
Speed set point			•		
Speed feedback			•		
Flow calibration function			•		
Hours run			•		
Revolution counter			•		
Leak detection			•		
Low fluid level alarm			•		
Diagnostic feedback			•		

Security	Manual	Remote	PROFIBUS	Universal	Universal+
Keypad lock	•		•	•	•
PIN lock to protect set up	•		•	•	•

Power supply options	Manual	Remote	PROFIBUS	Universal	Universal+
12-24V DC	•	•		•	•
~100-240V AC	•	•	•	•	•

*Control options - Universal and Universal+ models	
Variant	Standard pump (L)
Input	5-24V DC
Output	Open collector
Variant	Relay Module (H)
Input	110V AC
Output	Contact rating 110V AC, 5A 30V DC, 5A
Variant	Relay Module (R)
Input	5-24V DC
Output	Contact rating 110V AC, 5A 30V DC, 5A

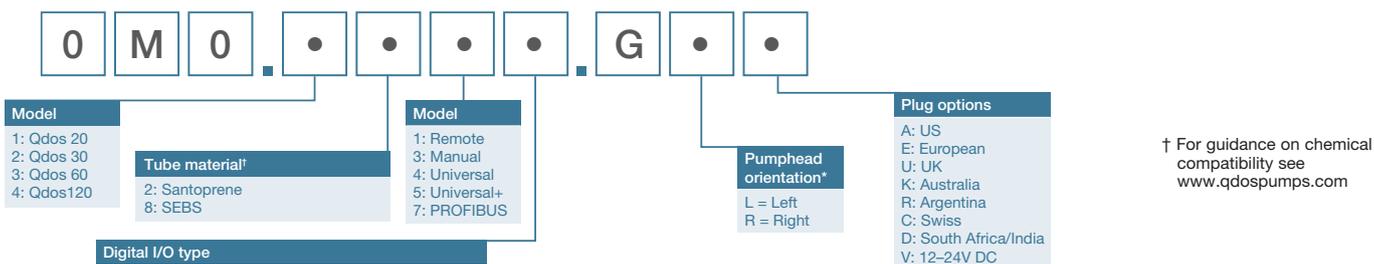
DIMENSIONS



Note: Pumphead appearance and fluid port positions may differ between models.

Model	A	B	C	D	E—Optional relay modules (H or R)	F	G	H	I
qdos 20	234mm (9.2")	214mm (8.4")	118mm (4.6")	266mm (10.5")	43mm (1.7")	173mm (6.8")	40mm (1.6")	140mm (5.5")	10mm (0.4")
qdos 30	234mm (9.2")	214mm (8.4")	82.5mm (3.2")	233mm (9.2")	43mm (1.7")	173mm (6.8")	40mm (1.6")	140mm (5.5")	10mm (0.4")
qdos 60	234mm (9.2")	214mm (8.4")	118mm (4.6")	266mm (10.5")	43mm (1.7")	173mm (6.8")	40mm (1.6")	140mm (5.5")	10mm (0.4")
qdos 120	234mm (9.2")	214mm (8.4")	118mm (4.6")	266mm (10.5")	43mm (1.7")	173mm (6.8")	40mm (1.6")	140mm (5.5")	10mm (0.4")

ORDER INFORMATION



† For guidance on chemical compatibility see www.qdospumps.com

* The pumphead side location is required when ordering. The left/right perspective assumes the user is looking at the front of the pump. The pump in the dimensions diagram is considered a pumphead located to the left.

Pumphead product codes	
Description	Partcode
ReNu 20 pumphead SEBS / PFPE 7 bar (100psi)	0M3.1800.PFP
ReNu 30 pumphead Santoprene / PFPE 7 bar (100psi)	0M3.2200.PFP
ReNu 30 pumphead SEBS / PFPE 4 bar (60psi)	0M3.2800.PFP
ReNu 60 pumphead Santoprene / PFPE 7 bar (100psi)	0M3.3200.PFP
ReNu 60 pumphead SEBS / PFPE 4 bar (60psi)	0M3.3800.PFP
ReNu 120 pumphead Santoprene / PFPE 4 bar (60psi)	0M3.4200.PFP

All flow rates shown were obtained pumping water at 20C (68F) with zero suction and delivery heads.
Disclaimer: The information contained in this document is believed to be correct but Watson-Marlow Limited accepts no liability for any errors it contains and reserves the right to alter specifications without notice. It is the users responsibility to ensure product suitability for use within their application. Watson-Marlow, Qdos, ReNu, LoadSure, Bioprene, Pumpsil and Marprene are trademarks of Watson-Marlow Limited. STA-PURE PFL® and STA-PURE PCS® are registered trademarks of W.L Gore & Associates Inc. Please state the product code when ordering pumps and tubing.

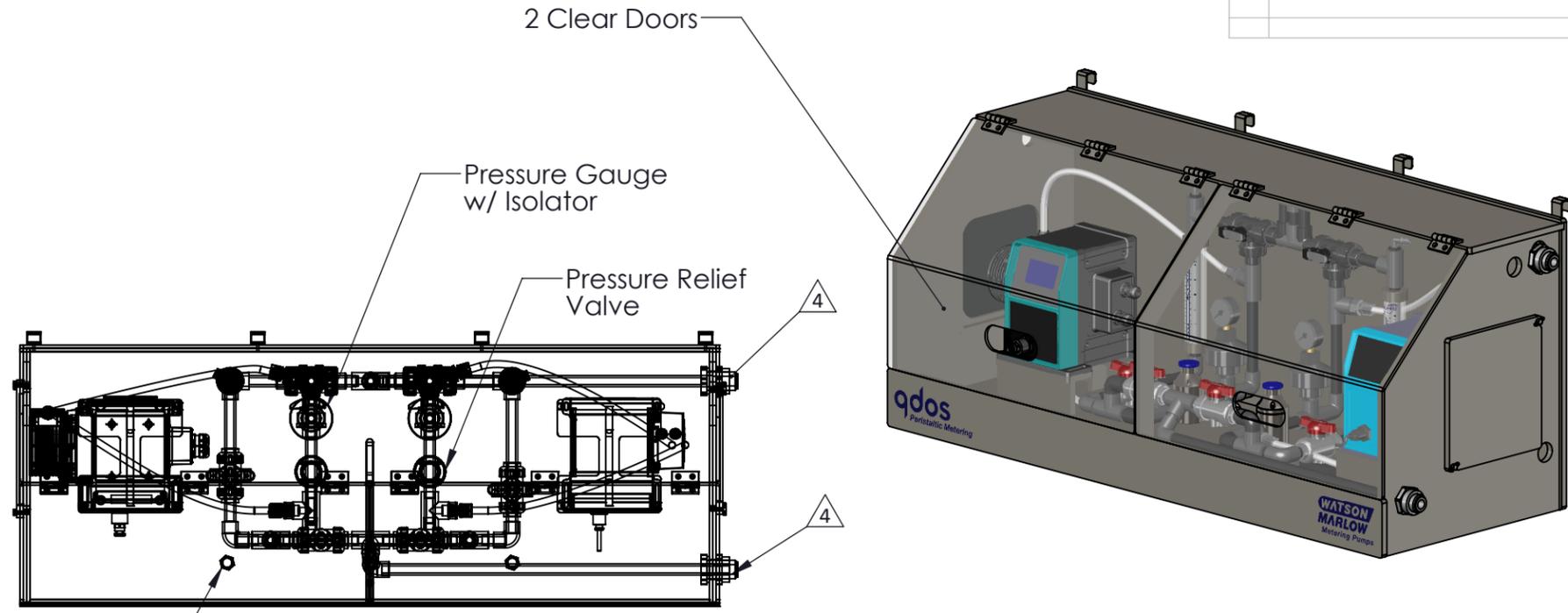
**WATSON
MARLOW
Pumps**

wmftg.com
info@wmftg.com
+44 (0) 1326 370370

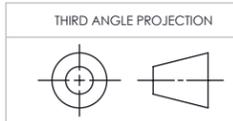
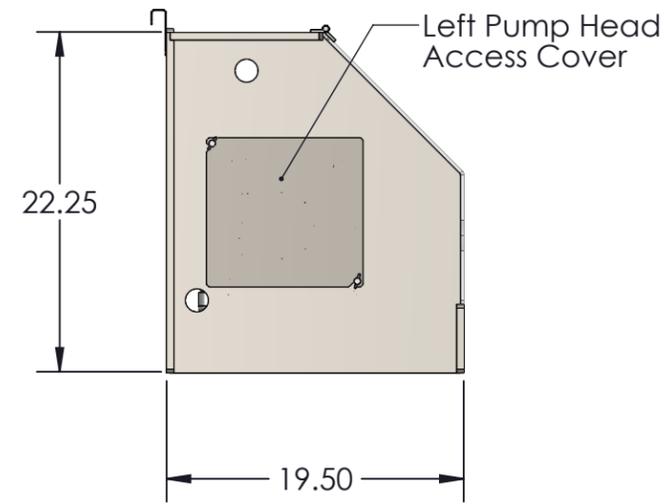
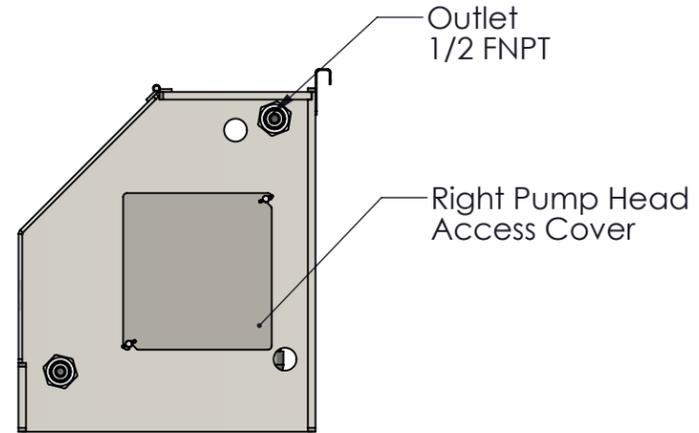
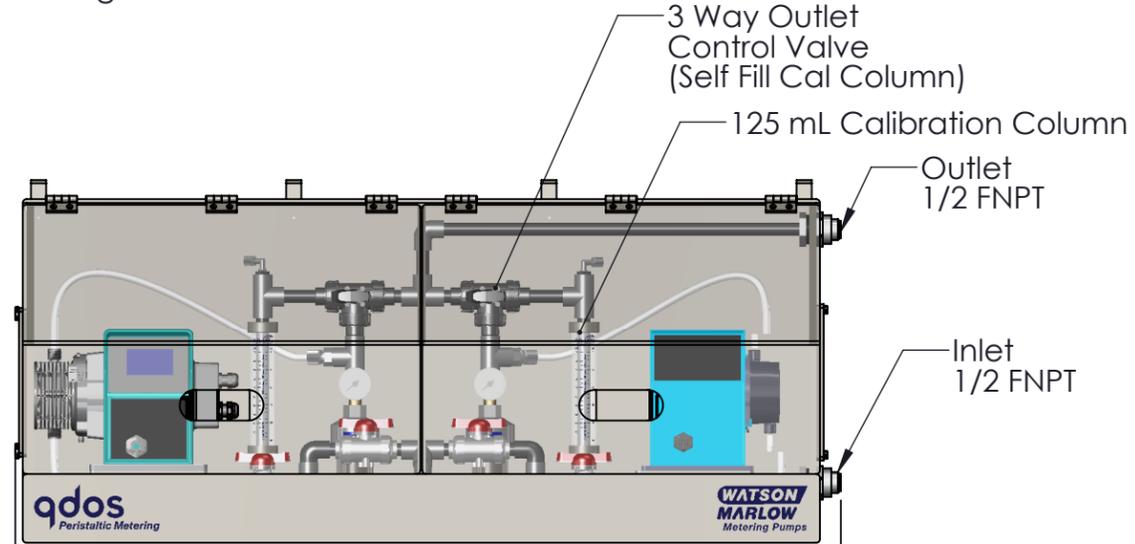
NOTES: DUPLEX POD

1. QDOS POD MATERIAL OF CONSTRUCTION;
 1. CASE: POLYPROPYLENE/HDPE
 2. COVER: CLEAR POLYCARBONATE
2. PIPING MATERIAL OF CONSTRUCTION: PVC
3. SYSTEM TESTED TO 78 PSI
4. PROTECT THIS DIAMETERS BEFORE SHIPPING OR STORAGE
5. QDOS POD SHIPPING WEIGHT: 240 LBS.

REVISIONS			
REV.	DESCRIPTION	DATE	APPROVED
2	RELEASED FOR PRODUCTION	5/1/20	SMD



2x Box Drains
w/ 1/2 NPT Plugs



THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF ATLANTIS TECHNOLOGIES LLC. ANY REPRODUCTION IN PART OR WHOLE WITHOUT THE WRITTEN PERMISSION OF ATLANTIS TECHNOLOGIES LLC IS PROHIBITED.

THIRD ANGLE PROJECTION		UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES TOLERANCES ARE:		CAD GENERATED DRAWING, DO NOT MANUALLY UPDATE	
		FRACTIONS DECIMALS ANGLES		APPROVALS DATE	
		+ .XX+ .03 + 1°		DRAWN SMD 4/22/20	
		.XXX+.010		CHECKED	
		MATERIAL PP/PVC/FKM		RESP ENG	
NEXT ASSY USED ON		FINISH		MFG ENG	
APPLICATION		DO NOT SCALE DRAWING		QUAL ENG	
				Duty-Standby Dual Qdos Pod	
SIZE B	DWG. NO. WM. 1237	REV. 2			
				CAD FILE:	SHEET 1 OF 1

**MISCOWATER – TW ASSOCIATES
TERMS & CONDITIONS OF SALE**

1. ACCEPTANCE

When the Buyer signifies acceptance of this quotation by submission of a Purchase Order or signed MISCOWATER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the Seller (MISCOWATER). Any changes or amendments to this proposal made by the Buyer must have MISCOWATER's approval in writing to become a part of this contract.

2. DELIVERY

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by MISCOWATER for failure to ship or deliver on such dates. Unless otherwise directed, MISCOWATER shall have the right to make early or partial shipments and invoices covering the same to Buyer shall be due and payable in accordance with payment terms hereof. FOB shall be origin.

3. APPROVAL DRAWINGS

Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the Buyer's order. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing.

4. PAYMENT

Payment terms, upon credit approval, are Net 30 Days from the date of each invoice issued for each partial or final shipment. Flowdown provisions are not accepted. Retention is not allowed. In the event any payment becomes past due, a charge of 1.5% will be assessed monthly.

5. TAXES AND BONDS

Taxes and bonds are NOT included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice.

6. CLAIMS AND BACKCHARGES

Buyer agrees to examine all materials immediately upon delivery and report to Seller (MISCOWATER) in writing any defects or shortages noted no later than 10 days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will MISCOWATER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from MISCOWATER prior to the performance of any such work.

7. SECURITY INTEREST & TITLE

Until all amounts due MISCOWATER have been paid in full, Seller shall retain a security interest in the product and have all rights of a secured party under the California Uniform Commercial Code, including the right to repossess the product or equipment without legal process.

8. WARRANTY

MISCOWATER warrants that the product furnished will be free from defects in material and workmanship when installed, operated and maintained under design conditions and in accordance with the manufacturer's written instructions. Warranties will expire (18) months after shipment or twelve (12) months after start-up, whichever occurs first. Expandable items such as filter or scrubber media are excluded from this warranty.

THIS WARRANTY, INCLUDING THE STATED REMEDIES, IS EXPRESSLY MADE BY SELLER AND ACCEPTED BY PURCHASER IN LIEU OF ALL OTHER WARRANTIES. SELLER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION OF THE PRODUCT HEREIN. SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR LIQUIDATED DAMAGES, AND IN NO EVENT SHALL BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT PURCHASED ON THIS ORDER.

The foregoing is Seller's only obligation and Buyer's exclusive remedy for breach of warranty, and, except for gross negligence and willful misconduct, the foregoing is Buyer's exclusive remedy against Seller for all claims arising hereunder or relating hereto. Buyer's failure to submit a timely claim as provided shall specifically waive all claims for damages or other relief.

9. CANCELLATION

Should this order be cancelled, Buyer shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order.

10. FIELD WORK

Unless specifically stated on our quotation, installation, start-up service, supervision, operation and training are not included in our pricing of product.

11. COMPLETE AGREEMENT

These terms are intended by the parties as a final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their agreement. No course or prior dealings between the parties and no usages of the trade shall be relevant to supplement or explain any term used in this agreement. This agreement supersedes all prior representations and agreements with respect to the matters set forth herein and may be modified only by a written agreement to and signed by each of the parties.

MISCOWATER: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



TITLE

Amendment #1 PG&E Rule 20B for Green Island Road (TR16-0700)

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute Amendment #1 to Agreement #2020-A125 with Pacific Gas & Electric Company, for the relocation and undergrounding of existing overhead electrical facilities, in the amount of \$10,000, for a total contract amount not to exceed \$840,000 in conjunction with the Green Island Road Reconstruction and Widening Project (TR16-0700).

CONTACT

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

BACKGROUND & ANALYSIS

The Green Island Road Reconstruction and Widening Project (the Project) is one of the City's planned road rehabilitation projects aimed at bolstering the City's industrial area by addressing badly deteriorated roadways and implementing multi-modal transportation facilities to improve mobility and circulation.

The Project consists of reconstructing 1.9 miles of existing roads, including Green Island Road (from Paoli Loop to Jim Oswalt Way), Jim Oswalt Way, Mezzetta Court, Hanna Drive, and Commerce Boulevard (north of North Slough). As part of the reconstruction, Green Island Road will also be widened to accommodate one (1) through travel lane in each direction and a two-way center turn-lane. To support the roadway improvements, the Project also includes the reconstruction of the two existing railroad crossings on Green Island Road, the undergrounding of existing overhead utilities, and the construction of a segment of the Napa Valley Vine Trail, which provides for pedestrian and bicycle amenities. Together, the above improvements reflect what has been envisioned in the City's General Plan Circulation Element.

Because of the widening component of Green Island Road, the Project requires the relocation of existing overhead utility lines and associated facilities. To this end, the City initiated the process to work with utility providers (PG&E Electric, AT&T, Comcast, and CableCom) to carry out their relocation of their respective facilities. As part of the relocation effort, the City also evaluated the

merits of relocating the existing overhead facilities to an underground system. In September 2017, the City held a public hearing to consider the formation of the Green Island Road Underground Utilities District No. 1, which it subsequently established via Resolution 2017-69.

The relocation of utilities underground is governed by California Public Utilities Commission (CPUC) Tariff Rules. These Rules (Rule 20 for electric and Rule 32 for telecommunications) establish the roles and responsibilities of the local agency, utility owners, and property owners.

Established as part of the aforementioned Underground Utilities District formation, the electrical undergrounding work is being pursued as a combined Rule 20A and Rule 20B conversion. For the Rule 20A conversion, funding is provided by PG&E credits, while for the Rule 20B conversion, funding is provided by the City. It is important to note Rule 20A funds are revenue set aside by PG&E (from American Canyon ratepayers) to be used for utility undergrounding. The amount of Rule 20A funds available is approximately \$690,000 (\$540,000 already on hand, and \$150,000 to be advanced against future accruals). The Rule 20A funds are anticipated to cover about 17.4% of the 4,600 feet of undergrounding. The remaining costs have been budgeted with Rule 20B funds, which are a direct payment from the City sourced from the Community Facilities District bond sale.

In February 2020, PG&E developed the Rule 20B agreement and presented it to the City. Per the agreement, the net cost of the Rule 20B conversion was determined by PG&E to be \$830,000. Council approved the agreement (2020-A125) via Resolution 2020-85 in September 2020. The City paid the corresponding fee per the agreement in March 2021, over twelve months after the agreement was first present by PG&E. Due to the elapsed time, PG&E informed the City that it had to review the estimate on which the fee was based, for potential adjustment. The agreement with PG&E does stipulate a 90-day time frame that the estimates are valid for, and provides for re-estimation thereafter. PG&E's re-estimation found that due to factors which have generally increased construction costs, a fee adjustment increase is necessary in the amount of \$9,662.11. PG&E has submitted an updated agreement/invoice to the City for this increase. Staff recommends the Council to authorize the City Manager to execute Amendment #1 to Agreement 2020-A125 with PG&E, in the amount of \$10,000.00 for a total contract amount not to exceed \$840,000, for the Green Island Road Reconstruction and Widening Project (TR16-0700).

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

Sufficient funds are available, for Rule 20B funding, within the CIP Budget, 350-85-450-46110, Fund 281 (CFD), to cover the recommended action.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act ("CEQA"), an Initial Study/Mitigated Negative

Declaration ("IS/MND"), that includes a "Mitigation Monitoring and Reporting Plan ("MMRP"), was prepared for the Project and circulated for 30 days starting on August 27, 2019. A Notice of Intent ("NOI") to adopt a Mitigated Negative Declaration ("MND") was posted at the County Clerk in accordance with the CEQA requirements on August 27, 2019.

A public hearing for consideration of the Project and its IS/MND was noticed and held on October 1, 2019, before the City Council, which at that meeting determined 1) based upon the record that the Project will not have a significant effect upon the environment if the mitigation measures listed in the MND and MMRP are implemented; 2) adopted the IS/MND for the Project; 3) adopted the MMRP for the Project, and 4) directed staff to file a Notice of Determination for the Project consistent with the CEQA Guidelines

The IS/MND evaluated the separate actions the City will take to complete the Project including the utility undergrounding work currently proposed.

ATTACHMENTS:

1. [Resolution - Amendment #1 GIR 20B](#)
2. [Exhibit A - Agreement Pacific Gas & Electric Company](#)

RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON
AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT #1 TO AGREEMENT 2020-A125 WITH
PACIFIC GAS & ELECTRIC COMPANY, FOR THE RELOCATION AND UNDERGROUNDING OF EXISTING
OVERHEAD ELECTRICAL FACILITIES, IN THE AMOUNT OF \$10,000, FOR A TOTAL CONTRACT AMOUNT
NOT TO EXCEED \$840,000, IN CONJUNCTION WITH THE GREEN ISLAND ROAD RECONSTRUCTION AND
WIDENING PROJECT (TR16-0700).**

WHEREAS, the City of American Canyon proposes to construct the Green Island Road Reconstruction and Widening Project ("Project") (TR16-0700); and

WHEREAS, the Project includes the widening of Green Island Road, and requires the relocation of existing overhead utility poles that would otherwise be in conflict with the widened roadway; and

WHEREAS, the City Council of the City of American Canyon passed Resolution 2017-69, forming the Green Island Road Underground Utility District No. 1 for the purpose of undergrounding existing overhead utilities in conjunction with the Project; and

WHEREAS, the City has collaborated with Pacific Gas & Electric, AT&T, Comcast, and CableCom to produce a final joint trench design to support the relocation and undergrounding of their respective facilities; and

WHEREAS, the relocation and undergrounding of PG&E's electrical facilities is being undertaken as a combined Rule 20A and 20B Tariff Schedule Related Work; and

WHEREAS, PG&E developed the Rule 20B "Form B" estimate, and delivered to the City its Rule 20B Agreement to Perform Tariff Schedule Related Work, which established the amount of \$830,000 as PG&E's cost to install the new underground electrical system; and

WHEREAS, per Resolution 2020-85, the City Manager executed the Rule 20B Agreement (2020-A125), and payment was issued to PG&E; and

WHEREAS, as provided for in Agreement 2020-A125, PG&E re-estimated its work costs and associated fees, and determined an increased cost of \$9,662.11, which it has submitted to the City for payment; and

WHEREAS, sufficient funds are available, for Rule 20B funding, within the CIP Budget, 350-85-450-46110, Fund 281 (CFD), to cover the Recommended Action; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), an Initial Study/Mitigated Negative Declaration ("IS/MND"), that includes a "Mitigation Monitoring and Reporting Plan ("MMRP"), was prepared for the Project and circulated for 30 days starting on August 27, 2019; and

WHEREAS, a Notice of Intent ("NOI") to adopt a Mitigated Negative Declaration ("MND") was posted at the County Clerk in accordance with the CEQA requirements on August 27, 2019; and

WHEREAS, a public hearing for consideration of the Project and its IS/MND was noticed and held on October 1, 2019, before the City Council, which at that meeting determined 1) based upon the record that

the Project will not have a significant effect upon the environment if the mitigation measures listed in the MND and MMRP are implemented; 2) adopted the IS/MND for the Project; 3) adopted the MMRP for the Project, and 4) directed staff to file a Notice of Determination for the Project consistent with the CEQA Guidelines; and

WHEREAS, the IS/MND examined the Project at the project level to allow for construction.

NOW, THEREFORE, BE IT RESOLVED that the potential environmental impacts of the Green Island Road Reconstruction and Widening Project (TR16-0700) were adequately considered and all potentially significant environmental impacts are mitigated to a less than significant level in accordance with the *Initial Study and Mitigated Negative Declaration* adopted by the City Council on October 1, 2019, and that the utility construction work was evaluated by that *Initial Study and Mitigated Negative Declaration*.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of American Canyon hereby authorizes the City Manager to execute Amendment #1 to Agreement 2020-A125 with Pacific Gas and Electric Company, for the relocation and undergrounding of existing overhead electrical facilities, in the amount of \$10,000, for a total contract amount not to exceed \$840,000, in conjunction with the Green Island Road Reconstruction and Widening Project (TR16-0700).

PASSED, APPROVED and ADOPTED at a regular meeting of the City Council of the City of American Canyon held on the 15th day of February, 2022, 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



January 11, 2022

Jason Holley
City of American Canyon, A Government Agency
4381 Broadway, suite 201
AMERICAN CANYON , CA 94503

RE: Contract ID: 1249258: Green Island Road Rule 20B

Dear Jason Holley ,

Enclosed are gas and/or electric agreements for your project located at:

GREEN ISLAND ROAD, AMERICAN CANYON, 94503

This letter summarizes the agreements for this project.

	Non-Refundable Payment	Refundable Option*	50% Discount Option*
Relocation / Rearrangement Costs	\$16,688.13	\$0.00	\$0.00
Electric Overhead to Underground Conversion (20B)	\$925,379.59	\$0.00	\$0.00
Less Credit (Engineering Advance, etc.)	\$932,405.61	\$0.00	\$0.00
TOTAL **	\$9,662.11	\$0.00	\$0.00
TOTAL PAYMENT DUE	\$9,662.11	OR	\$9,662.11

* Only applies to Rule 15 Refundable Amounts. Amount shown is less credit for associated Applicant work.

** The Income Tax Component of Contribution (ITCC) is included in the above charges when applicable.

Changes to the agreement, either to any of the terms or to the amount owing, are not permitted, and any change or interlineations voids the agreement. The payment of any amount less than the full amount shown will be deposited by PG&E, but PG&E will not begin any work on this contract until the amount is paid in full. The contract shall be deemed effective the date a fully executed copy is received by PG&E. Please allow 60 days from PG&E's receipt of the Agreement for construction to commence.

If the agreement is not returned to PG&E within 90 days of the date of this letter, the proposed agreement is canceled and PG&E may need to re-estimate the job.

PG&E is committed to providing timely and efficient service and we look forward to continuing to work with you on this and future projects.

Should you have any questions regarding these contracts, please contact your project manager Donna Pontrello at 707-775-7378 or D2PK@pge.com.

To complete your contract ONLINE

- Follow the instructions provided with your electronic contract
- Submit payment at pge.com/contractpayments

Sincerely,

Brenna Donnellan
Supervisor, Service Planning

To complete your contract BY MAIL

- Make checks payable to: PGE or Pacific Gas and Electric
- Complete, sign and retain one copy of the agreement for your records
- Complete, sign and return one copy of the agreement with your payment to:
PG&E CFM/PPC DEPARTMENT
PO BOX 997340
Sacramento, CA 95899-7340



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DRAFT

Ref: Contract ID: 1249258: GREEN ISLAND ROAD, AMERICAN CANYON, 94503

60



**Pacific Gas and Electric Company
Agreement to Perform
Tariff Schedule Related Work**

DISTRIBUTION:
 APPLICANT (Original)
 DIVISION (Original)
 ACCTG. SVCS.

REFERENCES:
 Notification # 111610303
 Contract # 1249258
 R20-PM # 74006261

City of American Canyon, A Government Agency (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragraph 3 herein. PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefor, subject to the following conditions:

1. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.
2. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.
3. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits A, B, C, etc):

LOCATION: GREEN ISLAND ROAD, AMERICAN CANYON, 94503

DESCRIPTION OF WORK: Rule 20B - Underground existing overhead electric facilities

Engineering & Administrative Costs		\$266,786.73
Value of Applicant Design Work	(+)	\$0.00
Cost of Additional Applicant Design Plan Checks	(+)	\$0.00
Value of 20B Underground System	(+)	\$0.00
Tie-In of 20B by PG&E	(+)	\$973,590.44
PG&E Land Rights Costs	(+)	\$15,479.37
Inspection Fees	(+)	\$53,459.78
Value of 20B Trench & Excavation	(+)	\$846,285.46
Value of 20B Conduits & Substructures	(+)	\$291,450.09
Rule 20B Trench Permits Obtained by PG&E	(+)	\$3,275.94
less Cost of Equivalent Overhead System	(-)	\$397,491.13
SUB TOTAL	(=)	\$2,052,836.69
plus ITCC @ 0%	(+)	\$0.00
less 20B Underground System Installed by Applicant	(-)	\$0.00
less 20B Trench & Excavation Provided by Applicant	(-)	\$846,285.46
less 20B Conduits & Substructures Installed by Applicant	(-)	\$281,171.65
less Value of Applicant Design Work	(-)	\$0.00
Electric Rule 20B Cash Payment	(=)	\$925,379.59



111610303E

4. Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of Nine Hundred Twenty-Five Thousand Three Hundred Seventy-Nine Dollars And Fifty-Eight Cents (\$925,379.59)

Upon completion of requested work, ownership shall vest in: PG&E Applicant

Executed this _____ day of _____

City of American Canyon, A Government Agency
Applicant

PACIFIC GAS & ELECTRIC COMPANY

By: _____

By: Brenna Donnellan

Jason Holley
Print/Type/Name

Brenna Donnellan

Title: _____

Title: **Supervisor, Service Planning**

Mailing Address: 4381 Broadway, suite 201
AMERICAN CANYON CA 94503



111610303E



**Pacific Gas and Electric Company
Agreement to Perform
Tariff Schedule Related Work**

DISTRIBUTION:
 APPLICANT (Original)
 DIVISION (Original)
 ACCTG. SVCS.

REFERENCES:
 Notification # 111610303
 Contract # 1249258
 ERR-PM # 74006261
 GRR-PM #

City of American Canyon, A Government Agency (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragraph 3 herein. PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefor, subject to the following conditions:

1. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.
2. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.
3. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits A, B, C, etc):

LOCATION: GREEN ISLAND ROAD AMERICAN CANYON, 94503

DESCRIPTION OF WORK: Rule 20B - Overhead to underground conversion at the request of the City of American Canyon.

		Electric	Gas
Engineering & Administrative Cost		\$0.00	\$0.00
Value of Applicant Design Work	(+)	\$0.00	\$0.00
Additional Applicant Design Plan Checks	(+)	\$0.00	\$0.00
Facilities (Cable, Transformers / Gas Pipe)	(+)	\$0.00	\$0.00
Trench, Conduits & Substructures	(+)	\$0.00	\$0.00
Tie-In / Meters	(+)	\$0.00	\$0.00
Trench Permits & Land Rights	(+)	\$16,688.13	\$0.00
Inspection Fees	(+)	\$0.00	\$0.00
Sub Total	(=)	\$16,688.13	\$0.00
plus ITCC @ <u>0.0%</u> Electric <u>0.0%</u> Gas	(+)	\$0.00	\$0.00
plus Non Taxable Work	(+)	\$0.00	\$0.00
D.0405055 Line Extension Costs - Residential	(+)	\$0.00	\$0.00
D.0405055 Line Extension Costs - Non-Residential	(+)	\$0.00	\$0.00
less Value of Relocation Applicant Design Work	(-)	\$0.00	\$0.00
less Work Provide by Applicant	(-)	\$0.00	\$0.00
less Salvage	(-)	\$0.00	\$0.00
Total Payment	(=)	\$16,688.13	\$0.00



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4. Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of Sixteen Thousand Six Hundred Eighty-Eight Dollars And Thirteen Cents (\$16,688.13)

Upon completion of requested work, ownership shall vest in: PG&E Applicant

Executed this _____ day of _____

City of American Canyon, A Government Agency
Applicant

PACIFIC GAS & ELECTRIC COMPANY

By: _____
Jason Holley
Print/Type/Name

By: _____
Brenna Donnellan

Title: _____

Title: **Supervisor, Service Planning**

Mailing Address: 4381 Broadway, suite 201
AMERICAN CANYON, CA 94503



111610303E



TITLE

Award Agreement for Wetlands Restoration Plan PR20-0300

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to enter into an agreement with Environmental Science Associates in the amount not to exceed \$448,814 for the Wetlands Restoration Plan (PR20-0300).

CONTACT

Erica Ahmann Smithies, Public Works Director

BACKGROUND & ANALYSIS

On January 21, 2021, City Council approved Resolution No. 2021-03, approving San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Measure (Measure AA) grant funds from the San Francisco Bay Restoration Authority (Authority) in the amount of \$450,000. Measure AA is funding the American Canyon Wetlands Restoration Plan (PR20-0300) (Project) described in the City's Fiscal Year 2021-22 budget as the North Slough Restoration, Reclamation and Recreation Access Project.

One of the Measure AA grant requirements is to form a technical advisory committee (TAC) comprised of members from several agencies and committees. Qualifications of the TAC include expertise in wetland biology and ecology, flood management, biological monitoring, watershed management, and outdoor education and recreation. Staff created a seven member TAC team that was reviewed and approved by the Authority. The TAC will meet approximately 6 times during the course of the project. The TAC's first meeting was to assist the City in the selection of a consultant to deliver the Project.

The City solicited a request for qualifications from consulting firms to assist with the Project on October 8, 2021. On November 17, 2021, two (2) proposals were received. Staff initially reviewed the proposals and found both consultants to be highly qualified and recommended both firms to be interviewed by the TAC. The week of January 10, 2022, a quorum of the TAC interviewed both consulting firms and selected Environmental Science Associates (ESA) to complete the Project. ESA has extensive experience working on wetlands restoration, education, and recreation projects throughout the Bay Area. The proposed team representing ESA (San Francisco) impressed the

interview panel with their experience on similar wetland restoration, public access and recreation projects in the surrounding region such as the Bay Point Regional Park in Pinole, the Oro Loma Horizontal Levee Demonstration Project in San Lorenzo, and an ADA compliant kayak launch at Bay Point Regional Park in Pinole.

On January 26, 2022, the Authority provided concurrence with the City TAC's selection of ESA for the project. ESA's proposal closely follows the scope of work requirements outlined in the Measure AA grant agreement with the Authority. The scope of work includes three feasibility studies: The North Slough Levee Flood Protection and Habitat Restoration Study, The Corp Yard Wastewater Overflow Pond and Environmental Education Facilities Opportunities Study, and The Kayak Launch Recreational Facility Study. The three studies will then be used to establish a Wetland Restoration and Monitoring Plan. Included with the above work will be public outreach, community input, and a minimum of two check-ins with City Council during the process. A detailed schedule has been attached with ESA's scope of work with an anticipated completion date of October 2023 which is before the grant expiration of February 2024. Additional City Council meetings and an additional assessment were provided as optional services that have not been budgeted at this time. If it is determined that additional services are needed, Staff will bring an amendment back to City Council for review and approval.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

Sufficient funds exist within the existing project budget to accommodate the recommended action and no further City Council action is required.

ENVIRONMENTAL REVIEW

The recommended action to initiate contracts for feasibility and planning studies is Statutorily Exempt from CEQA (CEQA Guidelines §15262). The recommended action is also exempt pursuant to CEQA Guidelines sections 15307 (Actions to Protect Natural Resources) and 15308 (Actions to Protect the Environment).

ATTACHMENTS:

1. [Resolution - ESA -Environmental Science Associates](#)
2. [Draft Agreement PR20-0300 - Wetlands Edge Restoration Plan](#)
3. [Attachment A to Agreement - ESA Scope of Work](#)

RESOLUTION NO. 2022-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ENVIRONMENTAL SCIENCE ASSOCIATES IN THE AMOUNT NOT TO EXCEED \$448,814 FOR THE WETLANDS RESTORATION PLAN (PR20-0300).

WHEREAS, on January 21, 2021, City Council approved Resolution No. 2021-03, approving San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Measure (Measure AA) grant funds from the San Francisco Bay Restoration Authority (Authority) in the amount of \$450,000; and

WHEREAS, Measure AA is funding the American Canyon Wetlands Restoration Plan (PR20-0300) (Project) described in the City's Fiscal Year 2021-22 budget as the North Slough Restoration, Reclamation and Recreation Access Project; and

WHEREAS, on October 8, 2021, City staff solicited a request for qualifications from consulting firms to assist with delivering the Project; and

WHEREAS, on November 17, 2021, two (2) proposals were received by qualified firms; and

WHEREAS, the week of January 10, 2022 two firms were interviewed and Environmental Science Associates was selected by the City's interview panel; and

WHEREAS, on January 28, 2022, the Authority concurred with the City's selection of Environmental Science Associates (ESA) to complete the project; and

WHEREAS, ESA has extensive qualifications and experience working on wetland restoration, education, and recreation projects throughout the Bay Area; and

WHEREAS, ESA has provided a cost to complete the Project in the amount of \$448,814; and

WHEREAS, sufficient funds exist in the FY 2021-22 capital project budget to complete the Project; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby authorizes the City Manager to enter into an agreement with Environmental Science Associates in the amount not to exceed \$448,814 for the Wetlands Restoration Plan, (PR20-0300).

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 15th day of February, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Leon Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

CITY OF AMERICAN CANYON AGREEMENT NO. 2022-xxxx

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

THIS AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into this 15th day of February, 2022, by and between the City of American Canyon (“CITY”), a California Municipal Corporation and Environmental Science Associates (ESA) (“CONSULTANT”), who agree as follows:

RECITALS

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Term of Agreement**: The Term of this Agreement shall extend from February 15, 2022 (“Commencement Date”) to December 31, 2024 (the “Termination Date”).
2. **Consultant’s Services**. Consultant shall perform the services describe in Exhibit A (“Scope of Work” and/or “Services”) to the full satisfaction of City.
3. **Time of Performance**. Consultant shall perform the Services on or by the Termination Date set forth in Agreement section 1, unless extended in writing by the parties pursuant to the terms of this Agreement.
4. **Compensation**. City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the Services required by this Agreement the consideration set forth in Exhibit B, attached and incorporated by this reference (“Payment”). City shall pay Consultant in accordance with the schedule of payment set forth in Exhibit B.
5. **Independent Contractor**. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.
6. **Assignment**. Consultant shall not assign or attempt to assign any portion of this Agreement without prior written approval by City.

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

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

13. **Indemnification.** To the maximum extent authorized by law and consistent with Civil Code section 2782.8, Consultant shall defend (with legal counsel selected by the City), and indemnify City, its elected and appointed officials, officers, directors, attorneys, agents, and employees and each of them from and against any and all claims, demands, costs or liability to the proportional extent that they arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents arising out of Consultant's performance of any task or service for or on behalf of City under this Agreement. Consultant acknowledges that City would not enter into this Agreement in the absence of the commitment of Consultant to indemnify and protect City as set forth in this section. This indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful misconduct of the City. Consultant's costs to defend and indemnify the City shall not exceed Consultant's proportionate percentage of fault.

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

14. **Termination.**

- a. In addition to any other rights of termination and suspension set forth in this Agreement or at law, either party may terminate this Agreement with or without cause by providing ten (10) days' notice in writing to the other party.
- b. The City may terminate this Agreement at any time without prior notice in the event that Consultant commits a material breach of the terms of this Agreement.

- c. In the event of termination of this Agreement by City, due to no fault or failure of performance by Consultant, Consultant shall be paid full compensation for all services performed by Consultant, in an amount to be determined as follows: For work done in accordance with the terms and provisions of this Agreement, Consultant shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid to Consultant for the full performance of the Scope of Work under this Agreement.
- d. Upon termination, this Agreement shall become of no further force or effect and all parties shall be discharged from their duties and obligations under this Agreement. Notwithstanding, the provisions of this Agreement concerning retention of records, City's rights to material produced, confidential information, Consultant's responsibility, indemnification, insurance, dispute resolution, litigation, and jurisdiction and severability shall survive termination of this Agreement.

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

Consultant shall address notices to:

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

City shall address notices to:

Christie Beeman
Environmental Hydrology & Design Director
ESA – Environmental Science Associates
550 Kearny Street
Suite 800
San Francisco, CA 94108

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

17. **Compliance with Laws.**

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

promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this Agreement by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 *et seq.*). Consultant and its sub-consultants or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

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

19. **Special Conditions.**

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

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

21. **Benefits and Taxes.** Consultant shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, federal and state income taxes, for which Consultant shall indemnify and hold City harmless from any and all liability that City may incur because of

Consultant's failure to pay such taxes. City shall have no obligation whatsoever to pay or withhold any taxes on behalf of Consultant.

22. **Dispute Resolution.** Should any dispute arise concerning any provisions of this Agreement, or the parties' rights and obligations hereunder, the parties shall meet and confer in an attempt to resolve the dispute. Prior to commencing any legal action, the complaining party shall provide to the other party thirty (30) days' written notice of the intent to take such action; provided that such notice shall not be required where a delay in commencing an action would prejudice the interests of the party that intends to file suit. During the thirty (30) day notice period, the parties shall meet and confer in an attempt to resolve the dispute. Except as specifically provided, nothing herein is intended to waive or abridge any right or remedy that either party may have.

23. **Default and Remedies.**

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

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

25. **Documents and Records.**

- a. **Property of City.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda or other written documents or materials prepared by Consultant pursuant to this Agreement shall become the property of City upon

completion of the work to be performed hereunder or upon termination of this Agreement.

- b. Retention of Records. Until the expiration of five (5) years after the furnishing of any services pursuant to this Agreement, Consultant shall retain and, upon written request by City, make available to the City or any party designated by the City this Agreement, and such books, documents and records of Consultant and subcontractor that are necessary or convenient for audit purposes to certify the nature and extent of the reasonable cost of services to City.
- c. Professional Seal. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility" as per the sample below:



- 26. **Inspection of Books and Records.** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records, or reports of the other party pertaining to this Agreement or matters related hereto. Each of the parties hereto shall maintain and make available for such inspection accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
- 27. **Confidential Information.** Consultant shall hold any confidential information received from City in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, Consultant shall return materials which contain any confidential information to City. Consultant may keep one copy for its confidential file. For purposes of this section, confidential information is defined as all information disclosed to Consultant which relates to City's past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law.
- 28. **Successors and Assigns.** This Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties hereto.

29. **Waiver.** Any waiver at any time by either party hereto of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other default or matter.
30. **Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
31. **Agreement Interpretation.** Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code section 1654 in order to interpret any uncertainty in the meaning of the Agreement.
32. **Entire Agreement.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the subject matter described herein.
33. **Jurisdiction and Severability.** This Agreement shall be governed and construed in accordance with California law. The venue for any legal action in State court filed by a party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. The venue for any legal action in Federal court filed by a party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement within the jurisdiction of the Federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceeding under this Agreement shall be in Napa County, California; however nothing in this Agreement section shall obligate a party to submit to arbitration any dispute arising under this Agreement. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.
34. **Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and City.

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

CONSULTANT

BY: _____
Christie Beeman
Environmental Hydrology and Design Director

DATE: _____

CITY OF AMERICAN CANYON

BY: _____
Jason B. Holley
City Manager

DATE: _____

APPROVED AS TO FORM:

BY: _____
William D. Ross
City Attorney

DATE: _____

**APPROVED AS TO BUDGET
AUTHORITY:**

BY: _____
Lincoln Bogard
Finance Director

DATE: _____

APPROVED AS TO INSURANCE:

BY: _____
William D. Ross
City Attorney

DATE: _____

Attachments:

Exhibit A – Scope of Work

Exhibit B – Payment and Schedule of Payments

Exhibit C – Insurance Requirements

Exhibit D – Facilities and Equipment

EXHIBIT A
SCOPE OF WORK

Consultant shall complete the attached Scope of Work.

EXHIBIT B
PAYMENT AND SCHEDULE OF PAYMENTS

1. TOTAL COMPENSATION

City shall compensate Consultant for the satisfactory performance of the work described in this Agreement to not exceed the amount of four hundred forty-eight thousand eight hundred fourteen dollars (\$448,814).

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

EXHIBIT C
INSURANCE REQUIREMENTS

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

Commercial General Liability (CGL):

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

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

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

Commercial General Liability (CGL) - Completed Operations Coverage

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

Automobile Liability:

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:

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

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

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

Contractor/Consultant Signature

Builder's Risk (Course of Construction):

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

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

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

Surety Bonds:

Contractor shall provide the following Surety Bonds:

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

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

Contractor’s or Consultant’s Pollution Legal Liability:

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

Specific Insurance Provisions

Insurance Limits:

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

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

Notice of Cancellation, Suspension or Otherwise Voiding Policies:

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

Waiver of Subrogation:

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

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

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

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

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

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

Acceptability of Insurers:

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

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

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

Subcontractors:

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

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

Verification of Coverage:

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

Special Risks or Circumstances

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

Failure to Comply:

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

Applicability of Coverage:

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

EXHIBIT D
FACILITIES AND EQUIPMENT

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

Scope of Work

Task 1: Project Management

ESA will provide overall project management for the project for tracking the scope, schedule and budget. ESA will submit:

- periodic Gantt schedule project updates with the first one submitted at the project kick-off meeting.
- monthly invoices that include details on all activities and deliverables completed during that period so that the City can utilize them for progress reports to the SFBRA.

ESA will attend biweekly Project Team meetings to discuss the progress on the project and seek input from the Project Team. ESA will prepare meeting agendas and follow-up emails with action items for these biweekly project management meetings. Additional meetings related to the TAC and public outreach are provided under Task 3.

Assumptions:

- Two ESA staff will attend the biweekly project meetings.
- Overall project schedule will be 18 months in length.

Deliverables:

- Project Gantt schedule, updated if there are changes
- Monthly invoices and project progress report
- Project team meeting agendas and follow-up email summary of action items

Task 2: Conduct Three Interconnected Feasibility Studies

ESA will conduct work to complete three interconnected feasibility studies in support of the Wetlands Restoration Plan. Each study will identify possible project partners and funding sources for design, construction, and operation. The studies will also determine the potential benefits to habitat conditions from the proposed restoration and/or enhancement actions. For each Study, ESA will:

- a) Define parameters of plan components
- b) Review and provide a summary of existing studies and plans, engineering designs of existing structures, environmental documentation relevant to the project area
- c) Conduct community outreach and education (scoped under Task 3)
- d) Conduct individual feasibility studies assessing existing and future scientific and engineering challenges and solutions in project areas and develop a list of proposed projects and associated costs, identify alternatives, and complete analyses
- e) Gather community and TAC feedback on alternatives and identify preferred projects

Subtask 2.1 is for gathering existing conditions and baseline studies data that are shared across the three studies. Subtasks 2.2-2.4 are provided for preparing the feasibility study reports. Subtask 2.5 will develop a joint Monitoring Plan covering the three feasibility study areas. Subtask 2.6 will develop a list of proposed partnerships, projects, and funding sources for future phases.

Subtask 2.1 Existing Conditions and Baseline Studies

ESA will review existing materials and conduct baseline studies needed to support the development of the feasibility studies.

The scoped desktop studies are:

- Review of sea-level rise data to inform design criteria
- Review of existing hydrology and hydraulic conditions data, as available
- Preliminary biological assessment, including review of online databases for special-status species occurrences and existing habitat maps
- Cultural resources record search

The scoped field studies are:

- A one-day site reconnaissance survey for the Project Team
- Topographic/bathymetric surveys (3 days)
- Water level and temperature data collection (to install sondes and collect data)
- Biological survey to assess and map habitat type and function (2 days). No protocol-level surveys for special status species (wildlife or plants) or formal USACE wetland delineations will be conducted.
- Phase 1 Environmental Site Assessment.

The scope includes a \$5000 allowance for support from a geotechnical engineering subcontractor.

Assumptions:

- Three water level and temperature loggers will be installed for 3 months.
- Publicly available data and data provided by the city will be sufficient to characterize land ownership, geotechnical and geological conditions, and as-built and existing condition of existing infrastructure including subsurface infrastructure.
- Baseline biological conditions will be described based on a site reconnaissance visit and desktop review of available aerial imagery, as well as publicly available prior studies and studies provided by the city. Preliminary maps of existing habitats, including potential jurisdictional wetlands and waters will be prepared at a level of detail suitable to inform preliminary feasibility studies.
- Field studies do not include:
 - Subsurface exploration for geotechnical conditions
 - Mapping underground utilities.
 - Sampling and chemical analysis of soils, surface water and ground water.
 - Land ownership determinations/Parcel boundary surveys

Deliverables:

None. Results of all studies will be incorporated into the feasibility study reports (Tasks 2.2-2.4)

Subtask 2.2: North Slough Levee Flood Protection and Habitat Restoration Feasibility Study

ESA will prepare the North Slough Levee Flood Protection and Habitat Restoration Feasibility Study report following the requirements listed in the Task 2 introduction. A failed culvert under the trail at Eucalyptus Drive has resulted in limited tidal exchange to the diked wetland north of the trail (Photos 1 and 2). Further, the trail is eroded and subject to periodic overtopping. The feasibility study will consider improvements to the culvert and trail that can be used to improve existing habitat, hydrologic connectivity, and water quality while reducing overtopping and levee maintenance. ESA will: use hydraulic modeling to appropriately size culverts or a bridge; consider appropriate trail elevations/levee dimensions for sea level rise and flood resilience; and consider how to improve and diversify existing shorebird habitat in the diked wetland north of Eucalyptus Drive.

This feasibility study will include feasibility-level evaluation of hydraulic conditions and site geometry for 3 scenarios: 1) retrofit existing levee and culverts; 2) add more or larger culverts 3) replace culverts with open channel/bridge. Hydraulic analysis will focus on circulation under typical tidal conditions to inform geomorphic and ecologic outcomes of alternatives. Hydraulic analysis of flood conditions is not included. This subtask includes estimating preliminary rough order of magnitude probable construction costs for identified alternatives.

Assumptions:

- Modifications to the North Levee will not be required to comply with regulatory design standards for flood protection (FEMA, Army Corps, DWR).
- There will be one round of review on the deliverable by the City/TAC. Individual comments will be combined into a single review document before returning to ESA for response.

Deliverables:

One draft and one final North Levee Flood Protection and Habitat Restoration Feasibility Study

Subtask 2.3 Corp Yard: Wastewater Overflow Pond & Environmental Education Facilities Opportunities Study

ESA will prepare the Corp Yard: Wastewater Overflow Pond & Environmental Education Facilities Opportunities Study report following the requirements listed in the Task 2 introduction. The Corp Yard site provides opportunities as an easily accessible location for public education and recreation. This study will focus on evaluating potential for repurposing existing City buildings for an educational center and providing public access to the marsh, while identifying constraints that may be posed by wastewater contamination. ESA will assist the City in evaluating potential remediation solutions, such as capping contaminants in place, off-hauling material, and nature-based water polishing. A Phase 1 Assessment will be included as part of the baseline studies; the scope does not include a Phase 2 Assessment or any additional contamination testing. For the education facilities, the study will focus on evaluating potential for repurposing existing City buildings and will not include design or planning for construction of new facilities.

Assumptions:

- There will be one round of review on the deliverable by the City/TAC. Individual comments will be combined into a single review document before returning to ESA for response.

Deliverables:

One draft and one final Corp Yard: Wastewater Overflow Pond and Environmental Education Facilities Opportunities Study

Subtask 2.4 Kayak Launch Recreational Facility Study

ESA will prepare the Kayak Launch Recreational Facility Study report following the requirements listed in the Task 2 introduction. This study will consider three locations for installation of a kayak launch – Glass Beach, North Slough at Eucalyptus Drive, and the Corp Yard. ESA will provide data and analysis to support decision-making for the most suitable location based on conditions such as wave action, opportunities for wave sheltering, ease of access, and water trail quality. The feasibility evaluation will consider wind, wave and current conditions as well as accessibility (including ADA accessibility). After reviewing available data, ESA may recommend additional data collection to provide greater level of confidence in wind/wave estimates. This subtask includes estimating preliminary rough order of magnitude probable construction costs for identified alternatives

Assumptions:

- Wind and wave conditions will be estimated based on publicly available wind data, which may be limited.
- ESA will use standard details for preliminary design of the kayak launch.
- There will be one round of review on the deliverable by the City/TAC. Individual comments will be combined into a single review document before returning to ESA for response.

Deliverables:

One draft and one final Kayak Launch Recreational Facility Study

Subtask 2.5 Monitoring Plan

ESA will prepare draft and final monitoring plans to support initial project planning and outreach to regulatory agencies. Monitoring plans may need to be revised during future design phases for consistency with final design and to incorporate agency feedback.

Assumptions:

- Monitoring plans will be based on data collected during Task 2.1 and feedback received from public/TAC meetings. No additional studies will be required.
- There will be one round of review on the deliverable by the City/TAC. Individual comments will be combined into a single review document before returning to ESA for response.

Deliverables:

One draft and one final Monitoring Plan

Subtask 2.6 Potential Funding Sources

ESA will review and recommend potential funding sources for future phases of the project. Potentially funding sources will be provided as a list or table and discussed at a regular project meeting. Potential funding sources will be described within each feasibility study report. The review will identify potential sources as well as their eligibility requirements and upcoming submission dates, if known. The preparation of grant applications is not included in this task.

Assumptions:

- Funding source review will consider publicly available information from granting entities known to fund similar projects.

Deliverables:

None: Funding sources will be described within each feasibility study report.

Task 3: Develop Draft American Canyon Wetlands Restoration Plan

ESA will develop a Draft Wetlands Restoration Plan and present the plan to TAC and City Council. This task includes public (Subtask 3.1) and TAC/City Council Meetings (Subtask 3.2) in addition to the development of the Draft Wetlands Restoration Plan (Subtask 3.3).

Subtask 3.1: Public Outreach

ESA will begin this public outreach subtask by developing a Community Outreach Plan in coordination with the Project's TAC. The Community Outreach Plan will identify key stakeholders, including intermediary community groups, to engage as part of the public outreach process. ESA will host two charrettes for the local community to participate in the design process. The charrettes will use interactive and engaging exercises to maximize input.

Assumptions:

- Charrette meetings are assumed to be held virtually. If schedule, budget, and public health conditions allow, the Project Team can discuss holding one charrette in person to diversify attendance.
- Payment for stakeholder participation in the charrettes is not included in this task.
- The Community Outreach Plan will be discussed at project meetings. It is considered an internal Project Team document, and will not be revised for formal submission to granting or regulatory agencies.

Deliverables:

One final Community Outreach Plan

Materials for charrette workshops

Public outreach meeting notices, agendas, notes, photos, and summaries

Subtask 3.2: Coordination Meetings (TAC/City Council)

ESA will participate at periodic meetings over the course of the project to discuss project progress at a staff level. This scope includes six (6) meetings with the TAC and two (2)

meetings with presentations to City Council. These meetings include a final meeting of TAC to review and accept the proposed Wetlands Restoration Plan and present for adoption by City Council. ESA will work with City staff to provide agendas, PowerPoint presentations and any necessary staff reports.

Assumptions:

- TAC and City Council Meetings will be held virtually
- Two ESA staff will participate in TAC/City Council Meetings

Deliverables:

TAC Meeting agendas (6)

Powerpoints for TAC and City Council Meetings

Informal notes and summaries of action items from the meetings, delivered via email

Subtask 3.3 Draft Wetland Restoration Plan

Based on the feasibility studies, ESA will develop a draft Restoration Plan. The Restoration Plan will include text and graphics describing the project goals and objectives, proposed project elements, expected habitats, and public access facilities, and design drawings showing conceptual grading and typical cross sections.

The Plan will achieve the following objectives:

- Identify solutions to prevent flooding, reduce erosion, and improve the levee site, preserving 120 acres of tidal marsh.
- Identify the level of contamination from the Corp Yard’s wastewater overflow pond and identify solutions for improved water quality and habitat value, enhancing 20 acres of wetlands and 5 acres of tidal marsh.
- Identify feasible location(s) for an ADA-accessible kayak launch to provide public access to the wetlands and increase stewardship of the critical habitat. Evaluate city buildings at the Corp Yard site for interpretive educational opportunities and assess future impacts of sea level rise to ensure sustainable project development.
- Provide the foundation for environmental and design phases for shovel-ready projects that can compete for grant funding from the SFBRA and other state and federal agencies.

Assumptions:

- The Restoration Plan will build from information collected and developed during the feasibility studies and public outreach. No new studies will be needed.
- The Restoration Plan will include consideration of public access and recreation planning as well as conceptual design drawings. Construction level documents are not included as part of the scope of work

Deliverables:

Draft Wetlands Restoration Plan

Task 4: Develop Final American Canyon Wetlands Restoration Plan

Based on comments received from the Project Team, TAC, public, and/or City Council, ESA will revise the draft Wetlands Restoration Plan into a final document.

Assumptions:

- There will be one round of review on the deliverable by the City/TAC. Individual comments will be combined into a single review document before returning to ESA for response.
- No new analyses will need to be conducted as part of the revision.

Deliverables:

Final Wetlands Restoration Plan

Digital working files, pdf, and CAD documents

Optional Task 5: Contingency Funds

Task 5 is set up as a contingency fund for ease of contracting additional tasks that may be requested by the City over the course of the project. Contingency funds are approved by the City as part of the contract amount, but are only used if authorized. To be authorized, ESA would request in writing to City to use contingency funds, specifying the use and requested amount. The City would need to reply in writing authorizing the use of the funds. Funds would then be moved out of Task 5 and into another Task or Subtask where they would be applied and tracked. The contingency can be funded at any desirable amount; ten percent (10%) has been included in the cost estimate.

Example uses of contingency funds are briefly described below.

- **Additional Public Meetings or TAC Meetings**
In addition to the two charrette meetings, the project may benefit from additional stakeholder meetings. These could include:
 - Informational meetings with the public to provide background on the project (less design-based than charrette workshop).
 - Meetings with individual intermediary organizations to get their feedback or discuss strategies for community engagement
 - Coordination with American Canyon Community and Parks Foundation for the education center design, including meeting attendance

These meetings can be conducted on a Time and Materials basis, estimated at \$1000-2000 for small meetings with two ESA staff and minimal coordination, preparation, and follow-up. Larger meetings, such as TAC meetings or presentations to regulatory agencies, that require additional preparation and effort are estimated at \$3000+ per meeting billed on a Time and Materials basis.
- **Phase 2 Environmental Site Assessment**
Depending on the results of the Phase 1 Environmental Site Assessment (Task 2.1), a Phase 2 assessment may be desired. A Phase 2 assessment involves taking samples and conducting laboratory analysis for contamination. The scope and cost of the Phase 2 assessment will be based on the findings from the Phase 1 assessment as well as review of any existing soil/water quality information provided by the City. Contingency funds can be used to initiate a Phase 2 assessment.

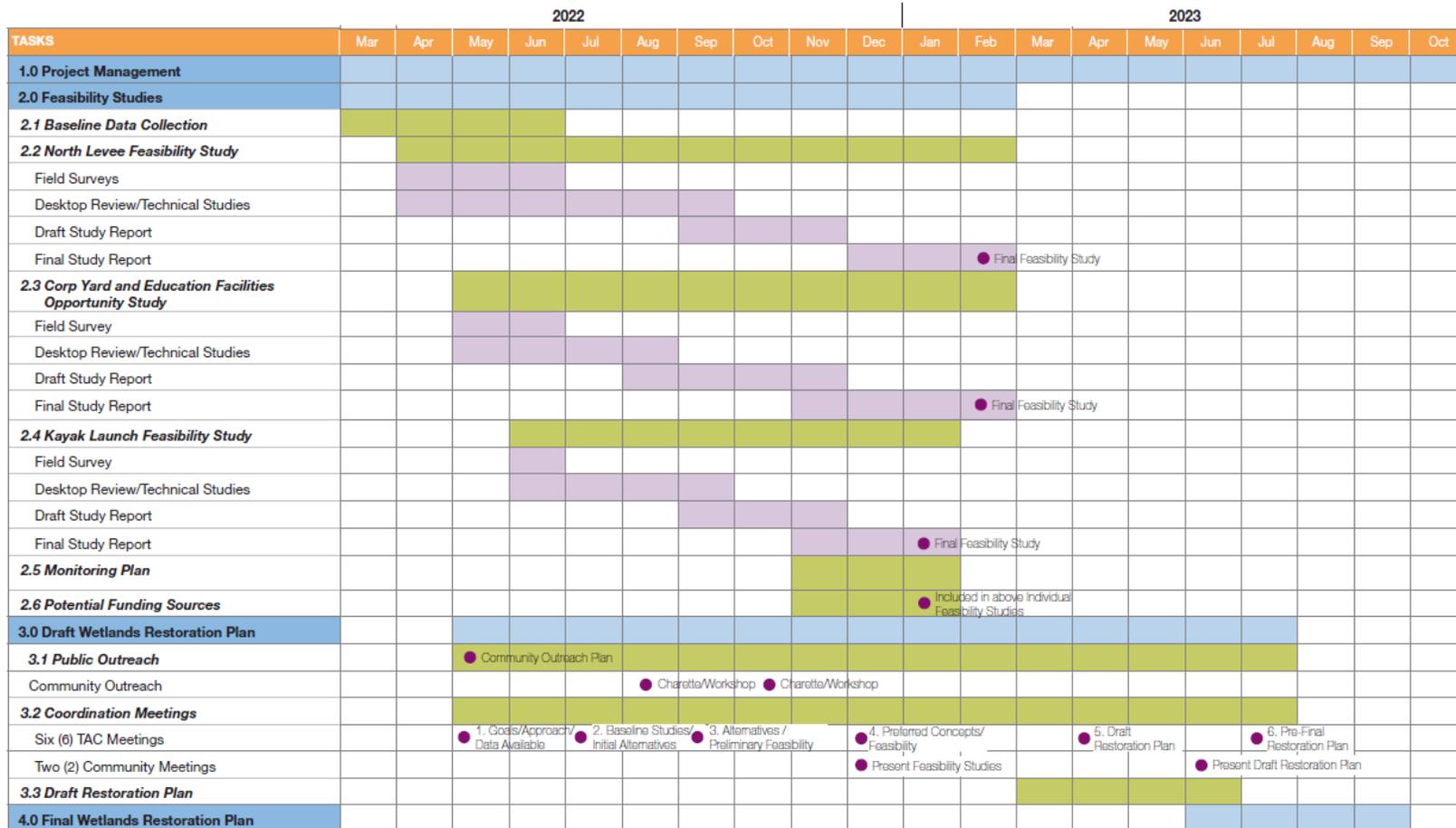
Cost Estimate

TABLE 1
AMERICAN CANYON RESTORATION PLAN COST SUMMARY

Task	Costs
1.0 Project Management	\$49,020
2.0 Three Inter-connected Feasibility Studies	\$261,230
3.0 Draft American Canyon Wetlands Restoration Plan	\$112,780
4.0 Final American Canyon Wetlands Restoration Plan	\$19,150
<i>Non-labor Expenses and subconsultant costs</i>	\$6,634
TOTAL	\$448,814
5.0 Contingency Funding (Optional) – 10%	\$44,881
TOTAL + Contingency	\$493,695

Schedule

The Project Gantt Chart schedule will be developed under Task 1, Project Management, upon Notice-to-Proceed. The Preliminary Project Schedule is shown below.



Note: This is a preliminary schedule. We will coordinate with the City to refine this schedule, and can adjust the schedule if needed, for example to meet any grant requirements.

FIGURE 1: PROJECT SCHEDULE



TITLE

Fiscal Year 2021-2022 Quarter 2 Investment Report

RECOMMENDATION

Receive and file the City and Fire District Treasurer's Report for the quarter ended December 31, 2021.

CONTACT

Lincoln Bogard, Finance Director / City Treasurer

BACKGROUND & ANALYSIS

The City's Investment Policy requires the Treasurer to submit a quarterly investment report to the City Council. The attached report for the quarter ended December 31, 2021 includes investment transactions for both the City and Fire District. The report shows the City investment market values and book balances, including debt reserves and unspent proceeds. Market value of investments for the City at December 31, 2021 was \$69,167,001. The Fire District's market value of investments was \$6,642,399.

- The City's diversified portfolio includes \$39.9 million invested in the California State Treasurer's Office Local Agency Investment Fund (LAIF) and \$23.8 million managed by Chandler Asset Management. The funds managed by Chandler are invested in U.S. Treasury Notes, Federal Agency Securities, Asset Backed Securities, U.S. Corporate Notes, Supranational Securities, Collateralized Mortgage Obligations, Negotiable Certificates of Deposit, and FDIC Insured Corporate Notes. The City also holds \$4.7 million in debt and capital reserves.
- The Fire District maintains cash and investment accounts separately from the City. The market value of the District's total investment portfolio is \$6.3 million. All cash not needed to meet the current operational requirements of the Fire District is invested with Local Agency Investment Fund (LAIF). There is also a debt reserve of \$36,189 for "green" upgrades to Fire District buildings.

Maintaining fiscal stability is a key objective of the City Council's strategy to ensure quality services to its citizens. Pursuant to provisions 2 and 3 of Government Code section 53646, all investments comply with the City Council's adopted Fiscal Policy to achieve the utmost financial discipline and

accountability; and the City and Fire District are able to meet their respective pooled expenditure needs for the next six months. All funds invested shall emphasize the preservation of principal.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

No fiscal impact.

ENVIRONMENTAL REVIEW

Not applicable.

ATTACHMENTS:

1. [FY 2021-22 Quarter 2 Investment Report for the City and Fire District](#)

**Investment Report
For the Month Ended
December 31, 2021**

City of American Canyon



<u>Operating and Capital Funds</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Book Yield ⁽¹⁾</u>	<u>% of Portfolio</u>
Cash - Petty	\$ 2,400	\$ 2,400		0.00%
Cash - Westamerica Bank	\$ 811,194	\$ 811,194		1.26%
Local Agency Investment Fund	39,836,755	39,856,191	0.23%	61.86%
Asset Backed Securities	1,406,890	1,400,238	0.62%	2.18%
Federal Agency Securities	5,739,124	5,780,955	1.53%	8.91%
Collateral Mortgage Obligations	159,645	157,691	0.72%	0.25%
Corporate Notes	4,838,084	4,857,726	1.69%	7.51%
Money Market Fund	264,087	264,087	0.01%	0.41%
Negotiable CD	1,350,018	1,348,245	0.23%	2.10%
Supranational	804,071	790,754	0.56%	1.25%
U.S. Treasury Notes	9,183,305	9,177,229	1.17%	14.26%
TOTAL OPERATING CASH	<u>64,395,575</u>	<u>64,446,709</u>		<u>100.00%</u>

Debt Reserves and Proceeds

Debt Service Reserves

602 - American Canyon Road	433,956	433,956
601 - 2004 Reassessment	-	-
603 - CFD	3,083,587	3,083,587
BofA (Engie) - Cash		
440 - Governmental Engie Debt Service	64,597	64,597
515 - Water Debt Service	155,893	155,893
545 - Wastewater Debt Service	376,002	376,002

Capital Reserve

601 - 2004 Reassessment	314,641	315,365
360 - AmCyn Road East	290,892	290,892

TOTAL DEBT & CAPITAL RESERVES	<u>4,719,568</u>	<u>4,720,292</u>
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TOTAL CASH AND INVESTMENTS - CITY	<u>\$ 69,115,143</u>	<u>\$ 69,167,001</u>
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(1) The weighted average yield as operating and capital funds for the month ended 12/31/21 was 0.59%.

**Investment Report
For the Month Ended
December 31, 2021**



American Canyon Fire Protection District

Description	<u>Book Value</u>	<u>Market Value</u>	<u>Book Yield ⁽²⁾</u>	<u>% of Portfolio</u>
Cash - Westamerica Bank	\$ 324,264	324,264		4.88%
BofA (Engie) - Cash	36,189	36,189		0.55%
Local Agency Investment Fund	6,279,722	6,281,946	0.23%	94.57%
TOTAL CASH AND INVESTMENTS - FIRE	<u>\$ 6,640,175</u>	<u>\$ 6,642,399</u>		<u>100.00%</u>

(2) The weighted average yield for the month ended 12/31/21 was 0%.

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

Respectfully submitted,

Lincoln Bogard
Finance Director/Treasurer



PMIA/LAIF Performance Report as of 01/13/22



PMIA Average Monthly Effective Yields⁽¹⁾

Dec	0.212
Nov	0.203
Oct	0.203

Quarterly Performance Quarter Ended 12/31/21

LAIF Apportionment Rate ⁽²⁾ :	0.23
LAIF Earnings Ratio ⁽²⁾ :	0.00000625812849570
LAIF Fair Value Factor ⁽¹⁾ :	0.997439120
PMIA Daily ⁽¹⁾ :	0.22%
PMIA Quarter to Date ⁽¹⁾ :	0.21%
PMIA Average Life ⁽¹⁾ :	340

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 12/31/21 \$181.4 billion

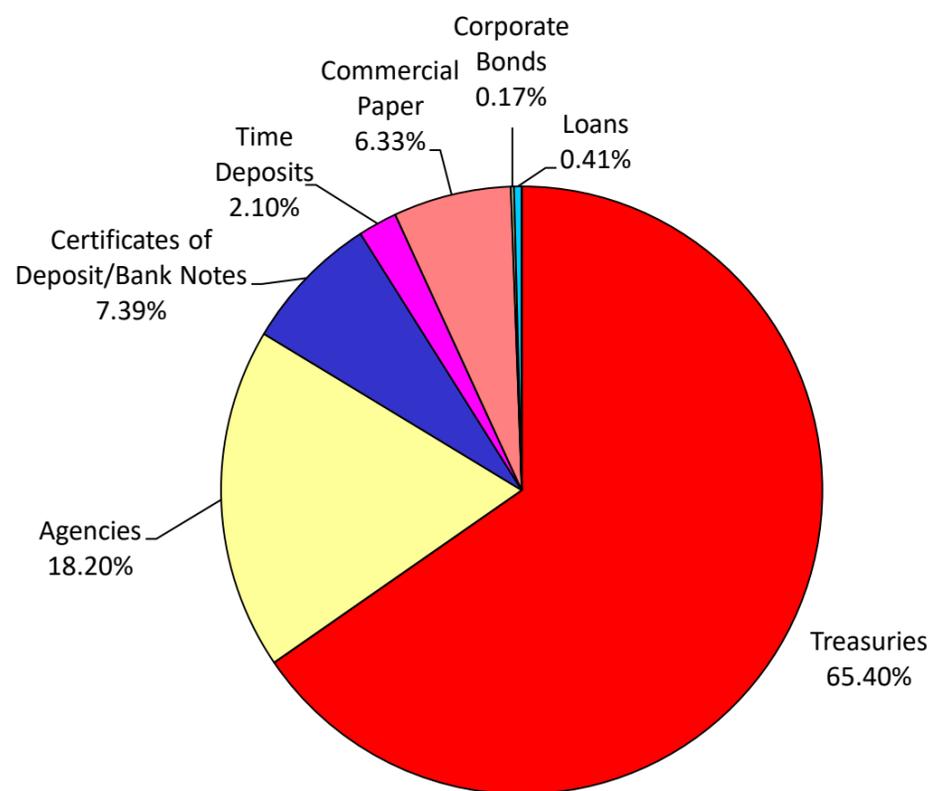


Chart does not include \$6,716,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller



City of American Canyon - Account #10130

MONTHLY ACCOUNT STATEMENT

DECEMBER 1, 2021 THROUGH DECEMBER 31, 2021

Chandler Team:

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

Custodian

US Bank
Ryan Morris
(503) 464-3685

CHANDLER ASSET MANAGEMENT
chandlerasset.com

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



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.55
Average Coupon	1.38%
Average Purchase YTM	1.24%
Average Market YTM	0.91%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.75 yrs
Average Life	2.61 yrs

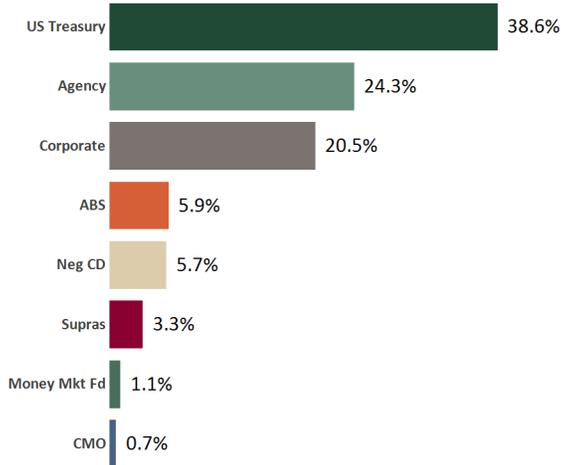
ACCOUNT SUMMARY

	Beg. Values as of 11/30/21	End Values as of 12/31/21
Market Value	23,809,064	23,776,925
Accrued Interest	77,481	72,605
Total Market Value	23,886,545	23,849,530
Income Earned	24,965	25,118
Cont/WD		-104
Par	23,607,515	23,654,148
Book Value	23,708,129	23,745,226
Cost Value	23,740,198	23,779,496

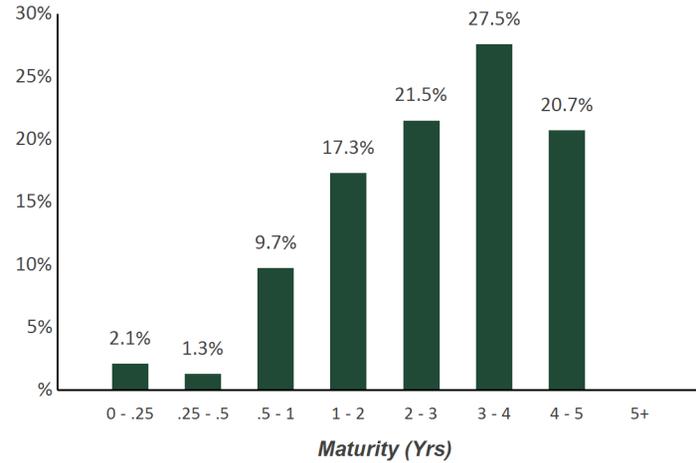
TOP ISSUERS

Government of United States	38.6%
Federal National Mortgage Assoc	9.9%
Federal Home Loan Bank	8.9%
Federal Home Loan Mortgage Corp	5.4%
Svenska Handelsbanken NY	1.9%
Bank of Nova Scotia Houston	1.9%
MUFG Bank Ltd/NY	1.9%
Intl Bank Recon and Development	1.8%
Total	70.2%

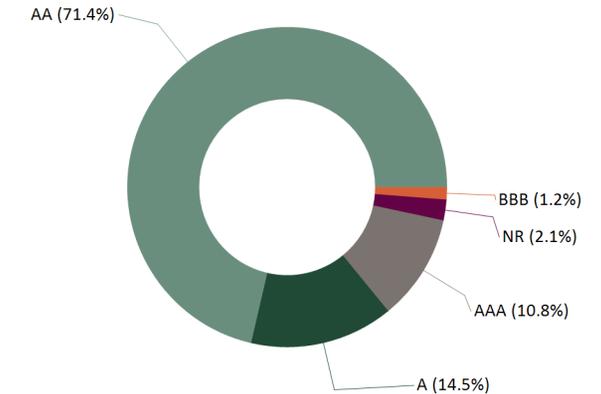
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	Annualized									
	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	6/30/2010	
City of American Canyon	-0.15%	-0.61%	-0.86%	-0.86%	1.69%	2.64%	2.11%	1.60%	1.71%	
ICE BofA 1-5 Yr US Treasury & Agency Index	-0.28%	-0.68%	-1.09%	-1.09%	1.53%	2.41%	1.88%	1.35%	1.51%	

Statement of Compliance

As of December 31, 2021



City of American Canyon

Assets managed by Chandler Asset Management are in full compliance with state law and with the City's investment policy.

Category	Standard	Comment
U.S. Treasuries	No Limitation; Full faith and credit of the U.S. are pledged for the payment of principal and interest	Complies
Federal Agencies	30% max per Agency/GSE issuer; 20% max agency callable securities; Federal agency or U.S. government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or U.S. government-sponsored enterprises.	Complies
Supranational Obligations	"AA" rating category or better by a NRSRO; 30% max; 10% max per issuer; USD denominated senior unsecured unsubordinated obligations; Issued or unconditionally guaranteed by IBRD, IFC, IADB	Complies
Municipal Securities (CA, Other States)	"A" rating category or better by a NRSRO; 30% max; 5% max per issuer; Obligations of the City, State of California and any local agency within the state; Bonds of any of the other 49 states in addition to California; Including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state, by any state, or by a department, board, agency, or authority of the local agency, authority of any of the other 49 states, in addition to California.	Complies
Corporate Medium Term Notes	"A" rating category or better by a NRSRO; 30% max; 5% max per issuer; Issuer is a corporation organized and operating within the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S	Complies
Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities, Collateralized Mortgage Obligations	"AA" rating category or better by a NRSRO; 20% max (combined ABS/MBS/CMO); 5% max per Asset-Backed or Commercial Mortgage security issuer; From issuers not defined in US Treasury and Federal Agencies sections of the Allowable Investments section of the policy	Complies
Negotiable Certificates of Deposit (NCD)	The amount of NCD insured up to the FDIC limit does not require any credit ratings; Any amount above FDIC insured limit must be issued by institutions with "A-1" short-term debt rating or better by a NRSRO; or "A" long-term rating category or better by a NRSRO; 30% max (combined with CDARS); 5% max per issuer; Issued by a nationally or state-chartered bank, or a federal or state association, a state or federal credit union, or by a federally-licensed or state-licensed branch of a foreign bank.	Complies
Certificate of Deposit Placement Service (CDARS)	30% max (combination of Certificates of Deposit, including CDARS)	Complies
FDIC Insured Time Deposits (Non-negotiable & Collateralized CD/TD)	20% max combined FDIC & Collateralized CD/TD; Non-Negotiable Certificates of Deposit in state or federally chartered banks, savings and loans, or credit unions; For FDIC insured CDs, the amount per institution is limited to maximum covered under FDIC; CDs in excess of insured amounts are fully collateralized with securities in accordance with California law	Complies
Collateralized Bank Deposits	City's deposits with financial institutions will be collateralized with pledged securities per California Government Code	Complies
Banker's Acceptances	"A-1" short-term debt rated or better by a NRSRO; or "A" long-term debt rating category or better by a NRSRO; 40% max; 5% max per issuer; 180 days max maturity	Complies
Commercial Paper	25% max; 5% max per issuer; 270 days maturity; 10% maximum of the outstanding commercial paper of any single issuer; Issued by an entity that meets all of the following conditions in either (a) or (b): a. Securities issued by corporations: (i) organized and operating within the U.S. with assets > \$500 million; (ii) "A-1" rated or better by a NRSRO; (iii) "A" rating or better by a NRSRO, if issuer has debt obligations. b. Securities issued by other entities: (i) organized within the U.S. as a special purpose corporation, trust, or limited liability company; (ii) must have program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond; (iii) rated "A-1" or better by a NRSRO.	Complies

Money Market Mutual Funds	Registered with SEC under Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria: (i) Highest rating by two NRSROs; or (ii) Retained an investment adviser registered or exempt from SEC registration with > 5 years experience managing money market mutual funds with AUM >\$500 million; 20% max combined Money Market Mutual Funds and Mutual Funds; 20% max per Money Market Mutual Fund	<i>Complies</i>
Mutual Funds	Invest in securities as authorized under CGC, Section 53601 (a) to (k) and (m) to (q) inclusive and meet either of the following criteria: (i) Highest rating by two NRSROs; or (ii) Retained an investment adviser registered or exempt from SEC registration with > 5 years experience investing in securities authorized by CGC, Section 53601 and with AUM >\$500 million; 20% max combined Money Market Mutual Funds and Mutual Funds; 10% max per Mutual Fund	<i>Complies</i>
Local Agency Investment Fund (LAIF)	Maximum amount permitted by LAIF; Not used by investment adviser	<i>Complies</i>
Local Government Investment Pools (LGIP)	No issuer limitation for LGIP; Other LGIPS permitted by the City; Not used by investment adviser	<i>Complies</i>
Repurchase Agreements	1 year max maturity; 102% collateralized; Not used by investment adviser	<i>Complies</i>
Minimum Budgeted Operating Expenditures in Short Term Investments	Minimum 6 months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements	<i>Complies</i>
Max Per Issuer	5% max per issuer unless otherwise specified in the policy	<i>Complies</i>
Maximum Maturity	5 years maximum maturity, except as otherwise stated in the policy	<i>Complies</i>

Reconciliation Summary

As of December 31, 2021



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$23,708,129.33
Acquisition		
+ Security Purchases	\$697,907.95	
+ Money Market Fund Purchases	\$788,907.09	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$1,486,815.04
Dispositions		
- Security Sales	\$681,966.81	
- Money Market Fund Sales	\$549,176.02	
- MMF Withdrawals	\$104.17	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$200,000.00	
- Principal Paydowns	\$22,993.55	
Total Dispositions		\$1,454,240.55
Amortization/Accretion		
+/- Net Accretion	(\$2,683.85)	
		(\$2,683.85)
Gain/Loss on Dispositions		
+/- Realized Gain/Loss	\$7,205.54	
		\$7,205.54
ENDING BOOK VALUE		\$23,745,225.51

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$24,460.39
Acquisition		
Contributions	\$0.00	
Security Sale Proceeds	\$681,966.81	
Accrued Interest Received	\$4,573.41	
Interest Received	\$26,719.48	
Dividend Received	\$2.62	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$200,000.00	
Interest from Calls/Redemption	\$2,172.92	
Principal Paydown	\$22,993.55	
Total Acquisitions	\$938,428.79	
Dispositions		
Withdrawals	\$104.17	
Security Purchase	\$697,907.95	
Accrued Interest Paid	\$789.77	
Total Dispositions	\$698,801.89	
ENDING BOOK VALUE		\$264,087.29

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ABS									
43813RAC1	Honda Auto Receivables 2020-1 A3 1.61% Due 4/22/2024	52,297.28	02/19/2020 1.62%	52,287.03 52,291.59	100.71 0.52%	52,669.53 23.39	0.22% 377.94	Aaa / NR AAA	2.31 0.66
89232HAC9	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	141,373.84	06/17/2020 0.68%	144,632.06 143,350.25	100.66 0.50%	142,299.98 104.30	0.60% (1,050.27)	Aaa / AAA NR	2.37 0.56
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	81,389.55	10/16/2019 1.94%	81,385.26 81,387.25	100.81 0.38%	82,046.53 69.81	0.34% 659.28	Aaa / AAA NR	2.54 0.52
89237VAB5	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	80,000.00	07/21/2020 0.44%	79,993.84 79,995.93	99.92 0.55%	79,935.68 15.64	0.34% (60.25)	Aaa / AAA NR	2.79 0.74
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	90,000.00	09/22/2020 0.38%	89,986.78 89,992.08	99.72 0.65%	89,748.45 12.03	0.38% (243.63)	NR / AAA AAA	2.80 0.99
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	25,000.00	07/14/2020 0.52%	24,996.19 24,997.77	99.85 0.69%	24,961.73 5.67	0.10% (36.04)	Aaa / NR AAA	2.88 0.83
58769KAD6	Mercedes-Benz Auto Lease Trust 2021- B A3 0.4% Due 11/15/2024	80,000.00	06/22/2021 0.40%	79,993.96 79,995.17	99.25 0.81%	79,396.72 14.22	0.33% (598.45)	NR / AAA AAA	2.88 1.85
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	50,000.00	09/08/2021 0.34%	49,994.84 49,995.51	99.24 0.80%	49,618.35 2.75	0.21% (377.16)	Aaa / NR AAA	2.99 1.64
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	125,000.00	08/04/2020 0.48%	124,973.75 124,981.80	99.73 0.71%	124,668.13 17.95	0.52% (313.67)	Aaa / NR AAA	3.14 1.11
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	90,000.00	10/20/2020 0.39%	89,979.27 89,986.67	99.57 0.73%	89,613.81 15.20	0.38% (372.86)	NR / AAA AAA	3.37 1.21
89240BAC2	Toyota Auto Receivables Owners 2021- A A3 0.26% Due 5/15/2025	40,000.00	02/02/2021 0.27%	39,992.58 39,994.73	99.50 0.67%	39,799.00 4.62	0.17% (195.73)	Aaa / NR AAA	3.37 1.23
47788UAC6	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	60,000.00	03/02/2021 0.37%	59,988.47 59,991.07	99.19 0.84%	59,514.60 9.60	0.25% (476.47)	Aaa / NR AAA	3.71 1.70
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	75,000.00	04/20/2021 0.38%	74,992.11 74,993.87	99.25 0.84%	74,440.13 12.67	0.31% (553.74)	NR / AAA AAA	3.71 1.62

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ABS									
44934KAC8	Hyundai Auto Receivables Trust 2021-B A3 0.38% Due 1/15/2026	150,000.00	07/20/2021 0.39%	149,966.89 149,971.43	98.90 0.98%	148,343.40 25.33	0.62% (1,628.03)	NR / AAA AAA	4.04 1.85
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	80,000.00	11/16/2021 0.89%	79,983.14 79,983.68	99.76 0.99%	79,806.96 19.56	0.33% (176.72)	Aaa / NR AAA	4.06 2.13
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	70,000.00	07/13/2021 0.52%	69,993.76 69,994.53	98.86 1.02%	69,202.35 16.18	0.29% (792.18)	Aaa / NR AAA	4.21 2.30
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	55,000.00	11/09/2021 0.75%	54,987.72 54,988.20	99.31 1.05%	54,622.92 18.09	0.23% (365.28)	NR / AAA AAA	4.37 2.19
362554AC1	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	60,000.00	10/13/2021 0.68%	59,998.47 59,998.56	99.25 1.06%	59,549.34 17.00	0.25% (449.22)	Aaa / AAA NR	4.71 1.98
Total ABS		1,405,060.67	0.62%	1,408,126.12 1,406,890.09	0.76%	1,400,237.61 404.01	5.87% (6,652.48)	Aaa / AAA AAA	3.32 1.37
AGENCY									
313378CR0	FHLB Note 2.25% Due 3/11/2022	225,000.00	06/19/2017 1.86%	228,969.00 225,158.76	100.41 0.16%	225,912.38 1,546.88	0.95% 753.62	Aaa / AA+ NR	0.19 0.19
3135G0T45	FNMA Note 1.875% Due 4/5/2022	300,000.00	05/05/2017 1.99%	298,350.00 299,913.50	100.41 0.30%	301,235.40 1,343.75	1.27% 1,321.90	Aaa / AA+ AAA	0.26 0.26
3135G0T94	FNMA Note 2.375% Due 1/19/2023	300,000.00	03/28/2018 2.70%	295,641.00 299,049.80	102.05 0.41%	306,161.70 3,206.25	1.30% 7,111.90	Aaa / AA+ AAA	1.05 1.03
3137EAEN5	FHLMC Note 2.75% Due 6/19/2023	300,000.00	07/16/2018 2.88%	298,254.00 299,481.44	103.15 0.59%	309,438.60 275.00	1.30% 9,957.16	Aaa / AA+ AAA	1.47 1.44
3135G05G4	FNMA Note 0.25% Due 7/10/2023	185,000.00	07/08/2020 0.32%	184,602.25 184,798.40	99.46 0.60%	184,008.40 219.69	0.77% (790.00)	Aaa / AA+ AAA	1.52 1.52
313383YJ4	FHLB Note 3.375% Due 9/8/2023	450,000.00	Various 3.04%	456,704.50 452,349.73	104.57 0.65%	470,562.30 4,767.19	1.99% 18,212.57	Aaa / AA+ NR	1.69 1.63
3130A0F70	FHLB Note 3.375% Due 12/8/2023	325,000.00	Various 2.74%	334,479.75 328,725.37	105.07 0.73%	341,488.55 700.79	1.43% 12,763.18	Aaa / AA+ AAA	1.94 1.88
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	320,000.00	Various 1.96%	333,798.40 326,774.32	104.87 0.87%	335,573.12 434.44	1.41% 8,798.80	Aaa / AA+ NR	2.45 2.37

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AGENCY									
3133EKWV4	FFCB Note 1.85% Due 7/26/2024	175,000.00	08/13/2019 1.65%	176,689.80 175,875.74	102.93 0.70%	180,134.50 1,393.92	0.76% 4,258.76	Aaa / AA+ AAA	2.57 2.49
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	200,000.00	10/10/2019 1.58%	212,202.00 206,687.70	105.11 0.95%	210,210.20 1,725.00	0.89% 3,522.50	Aaa / AA+ AAA	2.70 2.59
3135G0W66	FNMA Note 1.625% Due 10/15/2024	150,000.00	11/08/2019 1.80%	148,755.00 149,295.49	101.88 0.94%	152,823.60 514.58	0.64% 3,528.11	Aaa / AA+ AAA	2.79 2.72
3135G0X24	FNMA Note 1.625% Due 1/7/2025	325,000.00	Various 1.19%	331,637.25 329,142.17	101.83 1.01%	330,939.05 2,552.60	1.40% 1,796.88	Aaa / AA+ AAA	3.02 2.92
3137EAEP0	FHLMC Note 1.5% Due 2/12/2025	365,000.00	02/13/2020 1.52%	364,718.95 364,824.75	101.46 1.02%	370,344.33 2,113.96	1.56% 5,519.58	Aaa / AA+ AAA	3.12 3.02
3130A4CH3	FHLB Note 2.375% Due 3/14/2025	300,000.00	03/19/2020 1.18%	317,331.00 311,122.31	104.21 1.04%	312,627.30 2,117.71	1.32% 1,504.99	Aaa / AA+ AAA	3.20 3.07
3130AJHU6	FHLB Note 0.5% Due 4/14/2025	210,000.00	06/04/2020 0.53%	209,721.12 209,811.51	98.27 1.04%	206,372.88 224.58	0.87% (3,438.63)	Aaa / AA+ AAA	3.29 3.24
3135G03U5	FNMA Note 0.625% Due 4/22/2025	145,000.00	04/22/2020 0.67%	144,701.30 144,802.34	98.64 1.04%	143,026.84 173.70	0.60% (1,775.50)	Aaa / AA+ AAA	3.31 3.26
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	360,000.00	06/17/2020 0.54%	359,254.80 359,484.00	98.03 1.08%	352,896.12 70.00	1.48% (6,587.88)	Aaa / AA+ AAA	3.46 3.42
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	190,000.00	07/21/2020 0.48%	189,053.80 189,327.18	97.48 1.10%	185,211.05 316.67	0.78% (4,116.13)	Aaa / AA+ AAA	3.56 3.51
3135G05X7	FNMA Note 0.375% Due 8/25/2025	305,000.00	08/25/2020 0.47%	303,572.60 303,957.62	97.29 1.14%	296,731.76 400.31	1.25% (7,225.86)	Aaa / AA+ AAA	3.65 3.60
3137EAEX3	FHLMC Note 0.375% Due 9/23/2025	280,000.00	09/23/2020 0.44%	279,157.20 279,371.13	97.32 1.11%	272,482.00 285.83	1.14% (6,889.13)	Aaa / AA+ AAA	3.73 3.68
3135G06G3	FNMA Note 0.5% Due 11/7/2025	300,000.00	11/09/2020 0.57%	298,926.00 299,170.76	97.59 1.14%	292,774.80 225.00	1.23% (6,395.96)	Aaa / AA+ AAA	3.85 3.79
Total Agency		5,710,000.00	1.53%	5,766,519.72 5,739,124.02	0.83%	5,780,954.88 24,607.85	24.34% 41,830.86	Aaa / AA+ AAA	2.48 2.42

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CMO									
3137BFE98	FHLMC K041 A2 3.171% Due 10/25/2024	150,000.00	07/01/2021 0.72%	161,355.47 159,645.42	105.13 1.19%	157,690.80 396.38	0.66% (1,954.62)	Aaa / AAA AAA	2.82 2.62
Total CMO		150,000.00	0.72%	161,355.47 159,645.42	1.19%	157,690.80 396.38	0.66% (1,954.62)	Aaa / AAA AAA	2.82 2.62
CORPORATE									
084670BR8	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 3/15/2023	200,000.00	04/20/2018 3.28%	195,276.00 198,841.48	102.11 0.71%	204,220.40 1,619.44	0.86% 5,378.92	Aa2 / AA A+	1.20 1.02
58933YAF2	Merck & Co Note 2.8% Due 5/18/2023	75,000.00	10/26/2018 3.41%	73,074.00 74,417.91	102.95 0.65%	77,212.35 250.83	0.32% 2,794.44	A1 / A+ A+	1.38 1.36
931142EK5	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	135,000.00	Various 3.41%	134,964.95 134,989.61	104.03 0.51%	140,445.36 63.75	0.59% 5,455.75	Aa2 / AA AA	1.48 1.38
06406RAJ6	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	200,000.00	08/24/2018 3.42%	200,306.00 200,099.29	104.20 0.82%	208,402.40 2,683.33	0.89% 8,303.11	A1 / A AA-	1.61 1.56
808513AY1	Charles Schwab Corp Callable Note Cont 1/1/2024 3.55% Due 2/1/2024	180,000.00	02/19/2019 3.19%	182,914.20 181,227.97	105.26 0.89%	189,462.42 2,662.50	0.81% 8,234.45	A2 / A A	2.09 1.92
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	190,000.00	03/06/2019 2.98%	190,991.80 190,431.74	102.98 1.00%	195,661.24 2,173.39	0.83% 5,229.50	A2 / A- AA-	2.18 1.15
037833CU2	Apple Inc Callable Note Cont 3/11/2024 2.85% Due 5/11/2024	225,000.00	05/17/2019 2.72%	226,332.00 225,631.18	104.17 0.92%	234,384.75 890.63	0.99% 8,753.57	Aaa / AA+ NR	2.36 2.13
023135BW5	Amazon.com Inc Note 0.45% Due 5/12/2024	135,000.00	05/10/2021 0.50%	134,802.90 134,844.98	99.04 0.86%	133,701.57 82.69	0.56% (1,143.41)	A1 / AA AA-	2.36 2.34
02665WCZ2	American Honda Finance Note 2.4% Due 6/27/2024	200,000.00	07/10/2019 2.49%	199,166.00 199,582.08	103.02 1.16%	206,042.80 53.33	0.86% 6,460.72	A3 / A- NR	2.49 2.42
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	35,000.00	06/29/2021 0.64%	34,982.15 34,984.96	99.09 0.99%	34,681.19 102.69	0.15% (303.77)	A2 / A+ NR	2.54 2.50

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CORPORATE									
46647PAU0	JP Morgan Chase & Co Callable Note 1X 7/23/2023 3.797% Due 7/23/2024	200,000.00	09/12/2019 2.11%	210,574.00 205,573.43	104.23 1.06%	208,454.80 3,332.92	0.89% 2,881.37	A2 / A- AA-	2.56 1.50
00440EAS6	Chubb INA Holdings Inc Note 3.15% Due 3/15/2025	200,000.00	02/24/2021 0.83%	218,428.00 214,575.33	105.57 1.37%	211,143.20 1,855.00	0.89% (3,432.13)	A3 / A A	3.21 3.03
30231GBH4	Exxon Mobil Corp Callable Note Cont 2/19/2025 2.992% Due 3/19/2025	195,000.00	01/20/2021 0.77%	212,735.25 208,713.55	105.13 1.31%	205,009.94 1,653.08	0.87% (3,703.61)	Aa2 / AA- NR	3.22 2.98
06367WB85	Bank of Montreal Note 1.85% Due 5/1/2025	205,000.00	03/24/2021 1.15%	210,750.25 209,670.88	101.52 1.38%	208,115.18 632.08	0.88% (1,555.70)	A2 / A- AA-	3.33 3.22
037833DT4	Apple Inc Callable Note Cont 4/11/2025 1.125% Due 5/11/2025	155,000.00	09/16/2021 0.83%	156,643.00 156,515.66	99.73 1.21%	154,579.95 242.19	0.65% (1,935.71)	Aaa / AA+ NR	3.36 3.28
747525AF0	Qualcomm Inc Callable Note Cont 2/20/2025 3.45% Due 5/20/2025	350,000.00	Various 1.09%	385,138.10 377,251.90	106.60 1.44%	373,116.80 1,375.21	1.57% (4,135.10)	A2 / A NR	3.39 3.20
61747YEA9	Morgan Stanley Callable Note Cont 5/30/2024 0.79% Due 5/30/2025	300,000.00	Various 0.74%	299,941.80 299,938.28	98.71 1.12%	296,136.00 204.07	1.24% (3,802.28)	A1 / BBB+ A	3.41 3.36
78015K7H1	Royal Bank of Canada Note 1.15% Due 6/10/2025	350,000.00	Various 1.19%	349,710.00 349,529.67	99.18 1.39%	347,128.25 234.80	1.46% (2,401.42)	A2 / A AA-	3.44 3.36
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	200,000.00	09/16/2021 1.33%	206,378.00 205,985.80	101.54 1.60%	203,078.80 798.48	0.85% (2,907.00)	A2 / A- AA-	4.31 3.18
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	350,000.00	Various 1.43%	345,778.05 345,810.66	98.97 1.39%	346,407.26 514.30	1.45% 596.60	A3 / A+ A	4.37 4.24
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	350,000.00	Various 1.15%	349,529.80 349,561.59	98.54 1.46%	344,883.70 142.19	1.45% (4,677.89)	A1 / A+ A+	4.47 4.33
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	200,000.00	09/16/2021 1.23%	200,670.00 200,630.18	98.98 1.53%	197,963.40 87.93	0.83% (2,666.78)	A2 / A- AA-	4.47 4.32
06368FAC3	Bank of Montreal Note 1.25% Due 9/15/2026	100,000.00	09/23/2021 1.39%	99,311.00 99,347.46	97.92 1.71%	97,920.00 368.06	0.41% (1,427.46)	A2 / A- AA-	4.71 4.53

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CORPORATE									
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	40,000.00	09/08/2021 1.09%	39,924.40 39,928.79	98.94 1.28%	39,574.48 121.33	0.17% (354.31)	Aa2 / AA AA	4.72 4.56
Total Corporate		4,770,000.00	1.69%	4,858,321.65 4,838,084.38	1.20%	4,857,726.24 22,144.22	20.46% 19,641.86	A1 / A A+	3.13 2.88
MONEY MARKET FUND									
31846V203	First American Govt Obligation Fund Class Y	264,087.29	Various 0.01%	264,087.29 264,087.29	1.00 0.01%	264,087.29 0.00	1.11% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		264,087.29	0.01%	264,087.29 264,087.29	0.01%	264,087.29 0.00	1.11% 0.00	Aaa / AAA AAA	0.00 0.00
NEGOTIABLE CD									
06417MRL1	Bank of Nova Scotia Houston Yankee CD 0.2% Due 9/21/2022	450,000.00	09/24/2021 0.20%	449,999.98 449,999.99	99.85 0.40%	449,327.70 255.00	1.89% (672.29)	P-1 / A-1 F-1+	0.72 0.72
86959RTW0	Svenska Handelsbanken NY Yankee CD 0.255% Due 10/14/2022	450,000.00	10/15/2021 0.25%	450,022.69 450,017.83	99.91 0.36%	449,616.15 248.63	1.89% (401.68)	P-1 / A-1+ F-1+	0.79 0.78
55380TXG0	MUFG Bank Yankee CD 0.25% Due 10/20/2022	450,000.00	10/08/2021 0.25%	450,000.00 450,000.00	99.84 0.44%	449,301.60 265.63	1.89% (698.40)	P-1 / A-1 F-1	0.80 0.80
Total Negotiable CD		1,350,000.00	0.23%	1,350,022.67 1,350,017.82	0.40%	1,348,245.45 769.26	5.66% (1,772.37)	P-1 / A-1 F-1+	0.77 0.77
SUPRANATIONAL									
4581X0DZ8	Inter-American Dev Bank Note 0.5% Due 9/23/2024	375,000.00	09/15/2021 0.52%	374,722.50 374,747.82	98.68 0.99%	370,031.25 510.42	1.55% (4,716.57)	Aaa / AAA NR	2.73 2.70
459058JB0	Intl. Bank Recon & Development Note 0.625% Due 4/22/2025	180,000.00	04/15/2020 0.70%	179,303.40 179,539.54	98.37 1.13%	177,067.80 215.63	0.74% (2,471.74)	Aaa / AAA NR	3.31 3.26
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	250,000.00	10/21/2020 0.52%	249,717.50 249,784.03	97.46 1.18%	243,654.75 218.75	1.02% (6,129.28)	Aaa / AAA AAA	3.83 3.77
Total Supranational		805,000.00	0.56%	803,743.40 804,071.39	1.08%	790,753.80 944.80	3.32% (13,317.59)	Aaa / AAA AAA	3.20 3.15

Holdings Report

As of December 31, 2021



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
912828L57	US Treasury Note 1.75% Due 9/30/2022	550,000.00	Various 2.08%	541,794.93 548,736.53	101.07 0.32%	555,865.20 2,459.14	2.34% 7,128.67	Aaa / AA+ AAA	0.75 0.74
912828M49	US Treasury Note 1.875% Due 10/31/2022	400,000.00	Various 2.35%	391,550.78 398,517.62	101.25 0.37%	404,984.41 1,284.53	1.70% 6,466.79	Aaa / AA+ AAA	0.83 0.83
9128284D9	US Treasury Note 2.5% Due 3/31/2023	350,000.00	Various 2.73%	346,310.55 349,071.87	102.47 0.51%	358,640.80 2,235.58	1.51% 9,568.93	Aaa / AA+ AAA	1.25 1.23
912828R69	US Treasury Note 1.625% Due 5/31/2023	200,000.00	05/30/2018 2.67%	190,289.06 197,261.15	101.51 0.55%	203,023.40 285.71	0.85% 5,762.25	Aaa / AA+ AAA	1.41 1.40
91282CCD1	US Treasury Note 0.125% Due 5/31/2023	500,000.00	09/23/2021 0.22%	499,238.28 499,361.10	99.38 0.56%	496,914.00 54.95	2.08% (2,447.10)	Aaa / AA+ AAA	1.41 1.41
91282CCU3	US Treasury Note 0.125% Due 8/31/2023	500,000.00	09/16/2021 0.22%	499,101.56 499,235.13	99.13 0.65%	495,644.50 212.36	2.08% (3,590.63)	Aaa / AA+ AAA	1.67 1.66
912828U57	US Treasury Note 2.125% Due 11/30/2023	300,000.00	Various 2.56%	294,125.00 297,683.18	102.70 0.71%	308,085.91 560.44	1.29% 10,402.73	Aaa / AA+ AAA	1.92 1.88
912828V80	US Treasury Note 2.25% Due 1/31/2024	150,000.00	03/28/2019 2.21%	150,304.69 150,130.90	103.09 0.75%	154,628.85 1,412.36	0.65% 4,497.95	Aaa / AA+ AAA	2.08 2.02
912828WJ5	US Treasury Note 2.5% Due 5/15/2024	200,000.00	06/10/2019 1.91%	205,515.63 202,650.57	103.90 0.84%	207,804.60 649.17	0.87% 5,154.03	Aaa / AA+ AAA	2.37 2.30
91282CCX7	US Treasury Note 0.375% Due 9/15/2024	850,000.00	Various 0.49%	846,996.10 847,268.80	98.61 0.90%	838,179.90 950.96	3.52% (9,088.90)	Aaa / AA+ AAA	2.71 2.68
912828YH7	US Treasury Note 1.5% Due 9/30/2024	450,000.00	Various 1.65%	446,798.83 448,187.27	101.60 0.91%	457,207.20 1,724.58	1.92% 9,019.93	Aaa / AA+ AAA	2.75 2.68
9128283J7	US Treasury Note 2.125% Due 11/30/2024	225,000.00	12/12/2019 1.76%	228,875.98 227,273.45	103.36 0.95%	232,567.43 420.33	0.98% 5,293.98	Aaa / AA+ AAA	2.92 2.83
912828J27	US Treasury Note 2% Due 2/15/2025	400,000.00	03/04/2020 0.72%	424,921.88 415,727.80	103.03 1.01%	412,124.80 3,021.74	1.74% (3,603.00)	Aaa / AA+ AAA	3.13 3.01
912828ZC7	US Treasury Note 1.125% Due 2/28/2025	500,000.00	Various 0.64%	508,781.26 507,527.84	100.38 1.00%	501,914.00 1,911.26	2.11% (5,613.84)	Aaa / AA+ AAA	3.16 3.09
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	275,000.00	12/28/2020 0.38%	274,924.80 274,940.20	97.02 1.15%	266,814.35 90.66	1.12% (8,125.85)	Aaa / AA+ AAA	3.92 3.87
91282CBC4	US Treasury Note 0.375% Due 12/31/2025	650,000.00	Various 0.71%	640,784.38 641,389.43	96.97 1.15%	630,322.55 6.73	2.64% (11,066.88)	Aaa / AA+ AAA	4.00 3.95

Holdings Report

As of December 31, 2021



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
91282CBT7	US Treasury Note 0.75% Due 3/31/2026	650,000.00	Various 0.90%	645,357.42 645,964.47	98.15 1.20%	637,989.95 1,245.53	2.68% (7,974.52)	Aaa / AA+ AAA	4.25 4.15
91282CCP4	US Treasury Note 0.625% Due 7/31/2026	350,000.00	Various 1.04%	343,220.70 343,513.66	97.29 1.23%	340,525.50 915.42	1.43% (2,988.16)	Aaa / AA+ AAA	4.58 4.49
91282CCW9	US Treasury Note 0.75% Due 8/31/2026	1,000,000.00	Various 0.88%	993,638.68 993,985.40	97.82 1.23%	978,203.01 2,548.34	4.11% (15,782.39)	Aaa / AA+ AAA	4.67 4.55
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	700,000.00	Various 1.28%	694,789.06 694,878.73	99.40 1.25%	695,788.80 1,348.76	2.92% 910.07	Aaa / AA+ AAA	4.84 4.68
Total US Treasury		9,200,000.00	1.17%	9,167,319.57 9,183,305.10	0.91%	9,177,229.16 23,338.55	38.58% (6,075.94)	Aaa / AA+ AAA	2.97 2.91
				23,779,495.89		23,776,925.23	100.00%	Aa1 / AA	2.75
TOTAL PORTFOLIO		23,654,147.96	1.24%	23,745,225.51	0.91%	72,605.07	31,699.72	AAA	2.55
TOTAL MARKET VALUE PLUS ACCRUED						23,849,530.30			



TITLE

Syar Warranty Agreement

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute an extended warranty agreement with Syar Industries, Inc. for recently completed paving projects in the City of American Canyon.

CONTACT

Erica Ahmann Smithies, Public Works Director

BACKGROUND & ANALYSIS

In January 2021, City staff discovered the presence of a soft aggregate material in the asphalt supplied by Syar at various street locations that were paved in the 2020 calendar year. The soft aggregate material was a claylike white or off-white substance that crumbled and could be broken up easily by hand tools following rain events. The concern was that normal street use would result in potholes and craters in the newly paved surface. The soft aggregate issue was not isolated to the City of American Canyon, but one that was apparent on several County of Napa projects as well.

The soft aggregate substance is a geological material mined from softer veins in the Syar quarry that is not usually present in acceptable asphalt. Additionally, the soft aggregate cannot be recognized during the paving process. During the paving process, the soft aggregate does not appear any different from the quality asphalt material that is being laid down for the roadway because the subject aggregate is covered with asphalt emulsion. Therefore, the soft aggregate material is not distinguishable from other asphalt material during the construction process and thus cannot be identified or mitigated at that time. The soft aggregate material only became apparent after the roadways were finished, reopened for public use, and exposed to wet weather.

City engineering staff conducted visual inspections of the paved streets and identified the same soft aggregate material in three (3) affected street paving projects (public and private projects) that were constructed during the same timeframe. The public streets affected are as follows:

1. 2019 Annual Paving Project, CIP No. TR19-0100 American Canyon Road - Railroad tracks through Flosden Road Intersection Chaucer Lane – American Canyon Road to Benton Way, Donaldson Way West, and Kensington Way.

2. Napa Logistics Park Phase II - Private Development Middleton Way.
3. SDG 217 - Private Development* Commerce Court.

The street noted with a (*) was not included in the extended warranty negotiated with Syar because the private developer executed an agreement with the City directly to guarantee the life of the pavement design.

Between January 2021 and the present, City staff reached out to the City's general contractor and private developers for the respective projects, as well as to Syar, regarding the discovery of the soft aggregate. The City sent correspondence to the City contractor and private developers specifically notifying them of a potential warranty issue in order to preserve the City's litigation and warranty rights in the event that the soft aggregate issue could not be resolved amicably.

City staff also discussed the issue with Syar staff to understand how the soft aggregate material could have made its way into Syar's asphalt supply. According to Syar staff, the mining operation struck a vein of the soft aggregate material during its normal operation. Some of that material inadvertently ended up in the final asphalt product used on City projects. Syar staff stated that the company will mine material in smaller increments in order to avoid such large amounts soft aggregate material in the future, but Syar staff stopped short of promising that no soft aggregate would ever end up in asphalt products again. It is important to note that the soft aggregate issues are not apparent in the 2021 James Road Reconstruction project which was tested with significant rainfall in late 2021; therefore it appears that Syar's change in practice is working.

In August 2021, Syar staff informed City staff that the company would be willing to provide an extended warranty on the Syar materials for the work performed in 2020. An agreement with Syar would reduce the number of other parties (i.e. contractors and sureties) that City staff would need to contact to resolve any future found pavement deficiencies. City staff conferred internally as well with staff members from the County of Napa regarding this direction and they shared a draft of the warranty agreement they had been working on with Syar.

On November 2, 2021, the County of Napa's Board of Supervisors executed a pavement warranty agreement with Syar. The proposed warranty agreement for American Canyon is very similar to the County's version and has been reviewed and revised by the City Attorney to reflect American Canyon's projects.

The warranty agreement will provide an extended warranty of 10 years for the identified streets using Syar materials. The agreement allows the City to exercise the warranty within 10 years of project completion when the City identifies degradation of the roadway caused by the soft aggregate. Syar would then repair and repave the affected roadway or provide other mitigation measures if the degradation is only partially due to the soft aggregate material. If a dispute arises, the agreement would require the parties to first attempt to resolve the dispute via mediation before bringing suit. In addition, the agreement requires an annual street inspection to be conducted by a

qualified Syar staff member or third party firm.

Although the expected service life of the pavement is 15-20 years, City staff believe a 10-year warranty is reasonable given that any possible defects caused by the soft aggregate will become evident within the first 10 years. Other factors, such as normal wear and tear, will make it difficult to enforce any warranty after the road's initial 10 years of use, as these factors would contribute to future road degradation.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Not applicable.

FISCAL IMPACT

There is no fiscal impact if the warranty is executed.

ENVIRONMENTAL REVIEW

The proposed action is not a project under the California Environmental Quality Act (Pub. Res. Code Section 21000, et seq. ("CEQA")) as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

ATTACHMENTS:

- [1. Resolution Syar Warranty](#)
- [2. AmCan and Syar Industries Inc. Warranty Agreement](#)

RESOLUTION NO. 2022-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN EXTENDED WARRANTY AGREEMENT WITH SYAR INDUSTRIES, INC. FOR RECENTLY COMPLETED PAVING PROJECTS IN THE CITY OF AMERICAN CANYON.

WHEREAS, the two (2) road paving projects are identified as follows:

1. 2019 Annual Paving Project, CIP No. TR19-0100
 - American Canyon Road - Railroad tracks through Flosden Road Intersection
 - Chaucer Lane – American Canyon Road to Benton Way
 - Donaldson Way West
 - Kensington Way
2. Napa Logistics Park Phase II - Private Development
 - Middleton Way ; and

WHEREAS, the pavement life of the Projects should be 20 years and the pavement to still be in "Good" condition after 15 years without any treatment from the City during that time period; and

WHEREAS, a best practice of pavement management is to protect the asphalt concrete pavement with the proper maintenance from deterioration due to water and sunlight damage, or due to any other weather-related conditions; and

WHEREAS, City staff identified a soft aggregate material ("Soft Aggregate"), which crumbles easily and degrades under rain conditions, in the asphalt concrete supplied by Syar for recent paving projects, which may reduce the life of the pavement; and

WHEREAS, the City and Syar disagree at this time as to whether and to what extent the presence of the Soft Aggregate may have on the lifespan of the paving projects and the durability of the paved surface; and

WHEREAS, the City and Syar desire to avoid the time and expense of complex litigation regarding the Soft Aggregate, and instead wish to voluntarily enter into this Agreement whereby Syar will provide directly to City an extended warranty for the Syar-supplied material utilized in the specified paving projects; and

WHEREAS, the Agreement grants the City a 10-year warranty on all Syar hot-mixed asphalt utilized in the specified paving projects identified above.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby authorizes the City Manager to execute an extended warranty agreement with Syar Industries, Inc. for recently completed paving projects in the City of American Canyon.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 15th day of February, 2022, 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

THE CITY OF AMERICAN CANYON AGREEMENT NO. _____

EXTENDED WARRANTY AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2022, by and between THE CITY OF AMERICAN CANYON, a Municipal Corporation, hereinafter referred to as "CITY", and SYAR INDUSTRIES, INC., a California corporation, hereinafter referred to as "SYAR", and CITY and SYAR may be referred to throughout this Agreement collectively as "Parties" and individually as "Party";

RECITALS

WHEREAS, CITY has completed and accepted two (2) road paving projects identified in Exhibit A (the "Projects") utilizing material supplied by SYAR; and

WHEREAS, the pavement life of the Projects should be 20 years and the pavement to still be in "Good" condition after 15 years without any treatment from the City during that time period; and

WHEREAS, a best practice of pavement management is to protect the asphalt concrete pavement with the proper maintenance from deterioration due to water and sunlight damage, or due to any other weather-related conditions; and

WHEREAS, CITY identified a soft aggregate material ("Soft Aggregate"), which crumbles easily and degrades under rain conditions, in the asphalt concrete supplied by SYAR for recent paving projects, which may reduce the life of the pavement; and

WHEREAS, the Parties disagree at this time as to whether and to what extent the presence of the Soft Aggregate may have on the lifespan of the Projects and the durability of the paved surface; and

WHEREAS, the Parties desire to avoid the time and expense of complex litigation regarding the Soft Aggregate, and instead wish to voluntarily enter into this Agreement whereby SYAR will provide directly to CITY an extended warranty for the SYAR-supplied material utilized in the Projects;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, CITY and SYAR hereby agree to the terms and conditions set forth herein:

TERMS

1. **Applicable Projects.** This Agreement shall only apply to the Projects described in Exhibit "A", attached hereto and incorporated herein by this reference.
2. **Warranty Term.** SYAR grants to CITY a 10-year warranty on all SYAR hot-mixed asphalt (HMA) utilized in the Projects.
3. **Warranty Commencement.** The time period for any warranty granted by SYAR under this agreement shall be deemed as commencing on the date that CITY issues or has issued a Notice of Completion for the Project.
4. **Scope of Warranty.** SYAR warrants that the Projects will not experience premature road surface degradation due to the presence of Soft Aggregate in HMA supplied by SYAR.
 - (a) For the purposes of this Agreement, "Soft Aggregate" shall mean material that is generally whitish or light in color (color can vary) and breaks into a powder easily when routed in a dry state with hand tools such as a screw driver and may exhibit clay-like characteristics when wet.
 - (b) A warranty granted pursuant to this Agreement shall not be construed to apply to road surface degradation solely due to any of the following:
 - (i) Poor workmanship, including, but not limited to, poor compaction, raking, rutting, shoving, cracking, or a similar problem due to failures in subbase; or
 - (ii) Accidents occurring on the roadway.
5. **Exercise of Warranty.** Any warranty granted pursuant to this Agreement shall be exercised utilizing the following procedure:
 - (a) SYAR shall use qualified personnel or retain and pay the cost of a qualified firm (satisfactory to the City's Engineer) to conduct bi-annual inspections of Project to ensure no premature road degradation occurs. SYAR shall provide CITY a report if any premature road degradation is identified. Reports shall also be made available to City upon request.
 - (b) Whenever CITY or SYAR identifies premature road degradation due to Soft Aggregate on a Project, CITY may exercise its warranty by notifying SYAR in writing pursuant to the procedure described in Paragraph 7. The notice sent pursuant to this paragraph shall provide details about the presence of Soft Aggregate and the roadway degradation caused by the Soft Aggregate. Examples of premature road degradation include, but are not limited to:
 - (i) Alligator cracking or Map cracking (Fatigue);
 - (ii) Consolidation of pavement layers (Rutting);
 - (iii) Shear failure cracking;
 - (iv) Longitudinal cracking;
 - (v) Potholing;
 - (vi) Lack of binding to the lower course;

- (vii) Raveling;
- (viii) Formation of waves and corrugation;
- (ix) Bleeding;
- (x) Pumping; and/or
- (xi) Striping.

(c) The Parties shall work jointly and in good faith to determine whether Soft Aggregate is the cause of the premature road degradation identified by CITY, and if so, the associated reduction in the expected useful life of the roadway. Either Party may conduct testing at its own expense.

(d) If Soft Aggregate causes premature road degradation, SYAR shall elect to either repair and repave, as agreed by both parties, the affected roadway at its own expense, or pay the CITY the amount equivalent to the reduction in the useful life of the portion of the roadway affected by Soft Aggregate, based on the actual cost of the Project paid by CITY, and assuming the useful life of the Project is 20 years. Repaving will typically be an asphalt concrete overlay or surface treatment as originally performed on the project. The actual cost shall be calculated by escalating the original bid cost in accordance with the Construction Cost Index (CCI) to the year when road degradation is discovered. If the Parties determine there were other contributing factors for premature road degradation on a Project, the amount paid by SYAR to CITY shall be reduced in proportion to the extent the other contributing factors cause the premature road degradation.

(e) In the event that the Parties are unable to agree on the cause of the premature road degradation or the amount to be paid to CITY, the Parties shall engage in mediation pursuant to Section 6 of this Agreement.

(f) Nothing in this Agreement shall prevent the CITY from exercising a warranty pursuant to this Paragraph multiple times for the same or different Projects, provided that any subsequent notice provided pursuant to Paragraph 5(b) is effective before the expiration of the warranty period described in Paragraph 2.

6. **Mandatory Non-binding Mediation.** If a dispute arises between the parties regarding their respective obligations under this Agreement, either Party may demand mediation pursuant to this section by sending written notice to the other Party. The Parties shall endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the Construction Industry Mediation Rules of the American Arbitration Association or any other neutral organization agreed to by the Parties. Mediation is mandatory before either Party may have recourse in a court of law.

(a) **Mediation Costs.** The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the Parties, unless they agree otherwise.

(b) **Selection of Mediator.** A single mediator that is acceptable to both Parties shall be used to mediate the claim. Preferably, the mediator will be knowledgeable in public works

construction and may be selected from lists furnished by the American Arbitration Association or any other agreed upon mediator. The Parties shall endeavor to agree on a mediator within ten (10) business days after the date the final determination is issued, unless a longer period is mutually agreed to in writing by the Parties.

(c) **Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose unless otherwise agreed by the Parties in writing. The Parties may agree to exchange any information they deem necessary. Both Parties shall have a representative attend the mediation who is authorized to settle the claim, though CITY's recommendation of settlement may be subject to the approval of the City Council. Either Party may have attorney(s), witnesses or expert(s) present. Either Party may request a list of witnesses and notification whether attorney(s) will be present.

(d) **Mediation Results.** Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "nonbinding" and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing by both Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

7. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

CITY

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

SYAR

Syar Industries
2301 Napa Vallejo Highway
P.O. Box 2540
Napa, CA 94558-6242

8. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of SYAR to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

9. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts. 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.

(b) Venue. This Agreement is made in The City of American Canyon, California. The venue for any legal action in state court filed by either 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, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be the City of American Canyon, California; however, except as provided for in this Agreement, nothing in this sentence shall obligate either party to submit to arbitration any dispute arising under this Agreement.

10. **Authority to Contract.** SYAR and CITY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

11. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

12. **Attorney's Fees.** Except as provided for in the event of arbitration pursuant to Paragraph 5(e), in the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

13. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

14. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

15. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

16. **Counterparts.** This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

[remainder of page intentionally blank]

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

SYAR INDUSTRIES, INC.

By _____
_____, General Counsel

By _____
WILLIAM MESSANA, CFO

CITY OF AMERICAN CANYON

By _____
Jason B. Holley, City Manager

Attest:

By _____
Taresa Geilfuss, City Clerk

Approved as to form:

By: _____
William. D. Ross, City Attorney

EXHIBIT A

2019 Annual Paving Project, City Project No. TR19-011

- American Canyon Road - Railroad tracks through Flosden Road Intersection
- Chaucer Lane – American Canyon Road to Benton Way
- Donaldson Way West
- Kensington Way

Napa Logistics Park Phase II, Private Development

- Middleton Way



TITLE

Watson Ranch Lots 14 and 15 Final Map & Subdivision Improvement Agreement

RECOMMENDATION

Adopt a Resolution taking the following actions in conjunction with the Watson Ranch Lots 14 and 15 Project:

1. Approving the Final Map to subdivide the properties (Assessor's Parcel Numbers 059-430-027, 059-430-029 and 059-430-035) to create 98 lots and one parcel; and
2. Approving a Subdivision Improvement Agreement.

CONTACT

Erica Ahmann Smithies, P.E., Public Works Director

BACKGROUND & ANALYSIS

On November 17, 2020, City Council approved Resolution No. 2020-11, a Vesting Tentative Subdivision Map for Watson Ranch Phase 1A to create 98 single family home lots, 3 vacant lots, one open space parcel and six public streets.

The Applicant has prepared the "Watson Ranch Lots 14 and 15 Final Map" (Exhibit A), and complied with all relevant Conditions of Approval except as discussed below.

Municipal Code Section 18.26.030 requires that "Prior to city council consideration of the final map, the sub-divider shall execute a subdivision agreement between himself and the city. The agreement shall provide for installation of all improvements as shown on the approved plans and specifications for the project, and specify the period of time within which he or his agent or contractor shall complete all improvement work to the satisfaction of the city engineer. In the event the sub-divider fails to complete such work within said period, the agreement shall include provisions for the city to complete all improvements and recover the full cost and expense thereof from the sub-divider". A Subdivision Improvement Agreement ("Agreement") has been prepared (Exhibit B), and agreed upon by both parties.

The City Engineer has reviewed the Final Map and determined that it is in conformance with the Tentative Parcel Map and the Subdivision Map Act. The Final Map includes the following offers of dedication to the City:

- Right-of-way for six public streets
- Public Access Easement (PAE)
- Public utility easement (PUE)

The City Engineer will not release the approved Final Map for recording until the aforementioned Subdivision Improvement Agreement is recorded and any outstanding fee or payments are received.

Staff recommends the City Council approve the Final Map to sub-divide the Watson Ranch Lots 14 and 15 properties to create 98 lots for single family homes and accept the dedications of the right-of-way, public access and public utility easements offered thereon.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

The Recommended Action will have no impact on the General Fund.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act, an Initial Study was prepared for Watson Ranch Specific Plan Project and at a noticed public hearing held on October 4, 2018, the City Council certified the Project Final Environmental Impact Report (SCN# 2015022030) as adequate to address environmental impacts associated with the Watson Ranch Specific Plan Project.

ATTACHMENTS:

1. [Resolution - Watson Ranch Lots 14-15 Final Map and Subdivision Improvement Agreement](#)
2. [Exhibit A - Lot 14 -15 Final Map Unrecorded](#)
3. [Exhibit B - Subdivision Improvement Agreement for Lots 14 and 15](#)

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON TAKING THE FOLLOWING ACTIONS IN CONJUNCTION WITH THE WATSON RANCH LOTS 14 AND 15 PROJECT: 1) APPROVING THE FINAL MAP TO SUBDIVIDE THE PROPERTIES (ASSESSOR'S PARCEL NUMBERS 059-430-027, 059-430-029 AND 059-430-035) TO CREATE 98 LOTS AND ONE PARCEL; AND 2) APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT.

WHEREAS, On November 17, 2020, City Council approved Resolution No. 2020-11, a Vesting Tentative Subdivision Map for Watson Ranch Phase 1A to create 98 single family home lots, 3 vacant lots, one open space parcel and six public streets; and

WHEREAS, the Final Map entitled "Watson Ranch Lots 14 and 15 Final Map" has been prepared and submitted to the City of American Canyon for approval (attached hereto as Exhibit A and incorporated herein); and

WHEREAS, the Final Map includes the offer of dedication of the right-of-way for six public streets, public access easement and public utility easement; and

WHEREAS, a duly noticed public hearing was held on October 4, 2018, the City Council found and determined that the Project Final Environmental Impact Report is adequate to address environmental impacts associated with the Watson Ranch Specific Plan Project; and

WHEREAS, the Developer has agreed to enter into a Subdivision Improvement Agreement (attached hereto as Exhibit B and incorporated herein), for completion of all remaining requirements of the development, including financial securities to guarantee that the work is completed.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby approves the Final Map for Watson Ranch Lots 14 & 15 (Assessor's Parcel Numbers 059-430-027 and 059-430-029 and 059-430-035); and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of American Canyon hereby authorizes the City Manager to enter into a Subdivision Improvement Agreement; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of American Canyon hereby accepts the dedication of the right-of-way, public access and public utility easements offered thereon.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 15th day of February, 2022, 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

Attachments:

- Exhibit A – Watson Ranch Lots 14 and 15 Final Map
- Exhibit B - Subdivision Improvement Agreement

OWNER'S STATEMENT

THE UNDERSIGNED, D.R. HORTON BAY, INC., A DELAWARE CORPORATION, HEREBY STATES THAT THEY ARE THE ONLY ENTITY HAVING RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION HEREON ENTITLED "WATSON RANCH LOTS 14 AND 15 FINAL MAP" CONSISTING OF 9 SHEETS; THAT IT DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED FOR DEDICATION TO THE CITY OF AMERICAN CANYON IN FEE FOR PUBLIC ROAD AND UTILITY PURPOSES:

1. FRONTIER STREET
2. BANYAN STREET
3. CANVAS STREET
4. ENCORE STREET
5. PORTER STREET
6. SINGER STREET

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN NON-EXCLUSIVE EASEMENT FOR PUBLIC PURPOSES:

1. "PUBLIC ACCESS EASEMENT" OR "PAE" IS RESERVED FOR THE PURPOSE OF PUBLIC VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS ON, ACROSS, AND OVER THOSE DESIGNATED AREAS. SAID EASEMENTS ARE SUBJECT TO REPLACEMENT, RELOCATION, OR ABANDONMENT.
2. "PUBLIC UTILITY EASEMENT" OR "PUE" IS RESERVED FOR THE PURPOSE OF PUBLIC UTILITIES ON, ACROSS, AND OVER THOSE DESIGNATED AREAS.

PARCEL A IS HEREBY RESERVED FOR FUTURE STORM DRAIN PURPOSES.

WE HEREBY RELINQUISH ANY AND ALL RIGHTS OF THE CONSTRUCTION EASEMENT AGREEMENT RECORDED JULY 8, 2021 AS SERIES NUMBER 2021-0022573, NAPA COUNTY OFFICIAL RECORDS, WITHIN THE BOUNDARY OF THIS FINAL MAP.

D.R. HORTON BAY, INC., A DELAWARE CORPORATION

BY: 

NAME: CHRIS ZABALLOS

TITLE: DIRECTOR OF ENTITLEMENTS AND FORWARD PLANNING

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California } SS.
COUNTY OF Alameda }

ON January 17, 2022, BEFORE ME, Denise L. Cristiano, A NOTARY PUBLIC, PERSONALLY APPEARED Chris Zaballos, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

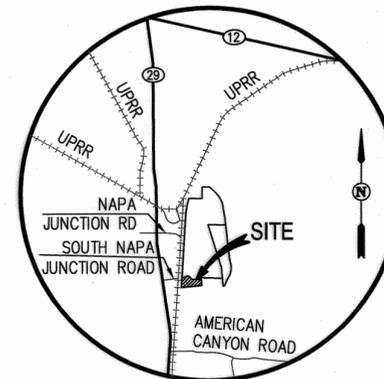
SIGNATURE: Denise L. Cristiano

NAME (PRINT): Denise L. Cristiano

PRINCIPAL COUNTY OF BUSINESS: Alameda

MY COMMISSION NUMBER: 2270373

MY COMMISSION EXPIRES: 12/9/22



VICINITY MAP
NOT TO SCALE

COUNTY TAX COLLECTOR AND REDEMPTION OFFICER'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES (EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE) AGAINST ANY PART OF THE LAND INCLUDED IN THE WITHIN SUBDIVISION, AND THAT SECURITY IN THE AMOUNT OF \$ 349,570.00 HAS BEEN FILED WITH THE COUNTY TAX COLLECTOR AND REDEMPTION OFFICER TO GUARANTEE THE PAYMENT OF ALL TAXES AND ASSESSMENTS COLLECTED AS TAXES, WHICH ARE NOW A LIEN AGAINST THE PROPERTY IN THE WITHIN SUBDIVISION, BUT WHICH ARE NOT YET PAYABLE.

Robert G. Minahan
ROBERT G. MINAHEN
COUNTY TAX COLLECTOR AND
REDEMPTION OFFICER
COUNTY OF NAPA, STATE OF CALIFORNIA

1/26/22
DATE

Steno Posa
DEPUTY

1/26/22
DATE

RECORDER'S STATEMENT

FILED FOR RECORD THIS _____ DAY OF _____, 202____, AT _____ .M., IN BOOK _____ OF RECORD MAPS AT PAGES _____ THROUGH _____, INCLUSIVE, COUNTY OF NAPA, STATE OF CALIFORNIA, AT THE REQUEST OF THE CITY OF AMERICAN CANYON.

FILE NO. _____ FEES: _____

JOHN TUTEUR
COUNTY RECORDER IN AND FOR THE COUNTY
OF NAPA, STATE OF CALIFORNIA.

DEPUTY COUNTY RECORDER
COUNTY OF NAPA
STATE OF CALIFORNIA

**WATSON RANCH
LOTS 14 AND 15 FINAL MAP**

CONSISTING OF 9 SHEETS
BEING A SUBDIVISION OF PARCEL A AND LOT 15, AS SHOWN ON LARGE LOT FINAL MAP WATSON RANCH FILED IN BOOK 28 OF SUBDIVISION MAPS AT PAGE 6, AND THE LANDS AS DESCRIBED IN CORPORATION GRANT DEED RECORDED AS SERIES NO. 2020-0032636, OFFICIAL RECORDS NAPA COUNTY BEING A PORTION OF SECTION 24, T.4W., R.4W., M.D.B.&M. APN: 059-430-027, 059-430-029, 059-430-035 98 LOTS, AND 1 PARCEL, 13.17± AC.
CITY OF AMERICAN CANYON, NAPA COUNTY, CALIFORNIA



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ROSEVILLE • (916) 788-4456
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CIVIL ENGINEERS • SURVEYORS • PLANNERS
DECEMBER 2021

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF D.R. HORTON BAY, INC., A DELAWARE CORPORATION, IN AUGUST 2021. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 2024, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.


 MARK H. WEHBER, P.L.S.
 L.S. NO. 7960

1/13/2022
 DATE



CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON AT A REGULAR MEETING HELD ON THE _____ DAY OF _____, 20____ HAS APPROVED THIS MAP ENTITLED "WATSON RANCH LOTS 14 AND 15 FINAL MAP" AND HAS ACCEPTED ON BEHALF OF THE CITY OF AMERICAN CANYON PUBLIC, THE FOLLOWING DEDICATIONS AND ABANDONMENT SHOWN HEREON IN THE BODY OF SAID MAP:

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED FOR DEDICATION TO THE CITY OF AMERICAN CANYON IN FEE FOR PUBLIC ROAD AND UTILITY PURPOSES:

1. FRONTIER STREET
2. BANYAN STREET
3. CANVAS STREET
4. ENCORE STREET
5. PORTER STREET
6. SINGER STREET

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN NON-EXCLUSIVE EASEMENT FOR PUBLIC PURPOSES:

1. "PUBLIC ACCESS EASEMENT" OR "PAE" IS RESERVED FOR THE PURPOSE OF PUBLIC VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS ON, ACROSS, AND OVER THOSE DESIGNATED AREAS. SAID EASEMENTS ARE SUBJECT TO REPLACEMENT, RELOCATION, OR ABANDONMENT.
2. "PUBLIC UTILITY EASEMENT" OR "PUE" IS RESERVED FOR THE PURPOSE OF PUBLIC UTILITIES ON, ACROSS, AND OVER THOSE DESIGNATED AREAS.

TARESA GEILFUSS
 CITY CLERK, CITY OF AMERICAN CANYON
 STATE OF CALIFORNIA

DATE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT THE MAP OF THIS SUBDIVISION WAS EXAMINED BY ME OR UNDER MY DIRECTION, THAT IT IS SUBSTANTIALLY THE SAME AS THE VESTING TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY ORDINANCES APPLICABLE AT THE TIME OF APPROVAL HAVE BEEN COMPLIED WITH.

ERICA AHMANN SMITHIES
 CITY ENGINEER, CITY OF AMERICAN CANYON
 STATE OF CALIFORNIA
 RCE 65468

DATE



I HEREBY STATE THAT THE MAP OF THIS SUBDIVISION WAS EXAMINED BY ME OR UNDER MY DIRECTION AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

RICHARD A. MOSHIER
 STATE OF CALIFORNIA
 RCE 30696

DATE



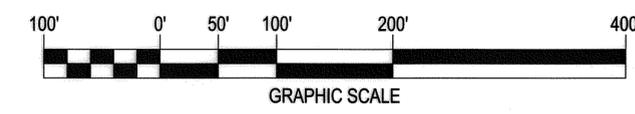
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 LOTS 14 AND 15 FINAL MAP**

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 APN : 059-430-027, 059-430-029, 059-430-035
 98 LOTS, AND 1 PARCEL, 13.17± AC.
 CITY OF AMERICAN CANYON, NAPA COUNTY, CALIFORNIA



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 DECEMBER 2021

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LINE TABLE		
NO	BEARING	LENGTH
L1	N87°59'52"E	30.13'
L2	N28°51'33"E	47.71'
L3	N57°51'43"W	38.28'
L4	N73°26'04"W	75.52'
L5	N85°59'46"W	35.48'

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS SHOWN ON LARGE LOT FINAL MAP, WATSON RANCH (28 RM 6), THE BEARING BEING N16°52'49"W.

LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- MONUMENT LINE
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- FOUND STANDARD STREET MONUMENT
- FOUND MONUMENT AS NOTED
- FOUND 5/8" REBAR AND CAP, LS 7960 PER (1)
- SET STANDARD STREET MONUMENT, LS 7960
- SET REBAR & CAP OR NAIL & TAG, LS 7960
- PAE PUBLIC ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- S.P.R.R. SOUTHERN PACIFIC RAILROAD
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) LARGE LOT FINAL MAP WATSON RANCH (28 RM 6)
- (2) PARCEL MAP NEWELL PROPERTY (28 PM 5)
- (3) CORPORATION GRANT DEED SERIES NO. 2020-0032636
- (4) RECORD OF SURVEY NO. 3279 (21 SURVEYS 69)
- (5) PARCEL MAP NO. 3410 (12 PM 35)
- (6) VINEYARD PLACE (25 RM 85)
- (7) VINTAGE RANCH UNIT 2 (25 RM 33)
- (8) PARCEL MAP NO. 2866 (8 PM 75)
- (9) RECORD OF SURVEY NO. 3120 (20 RS 99)

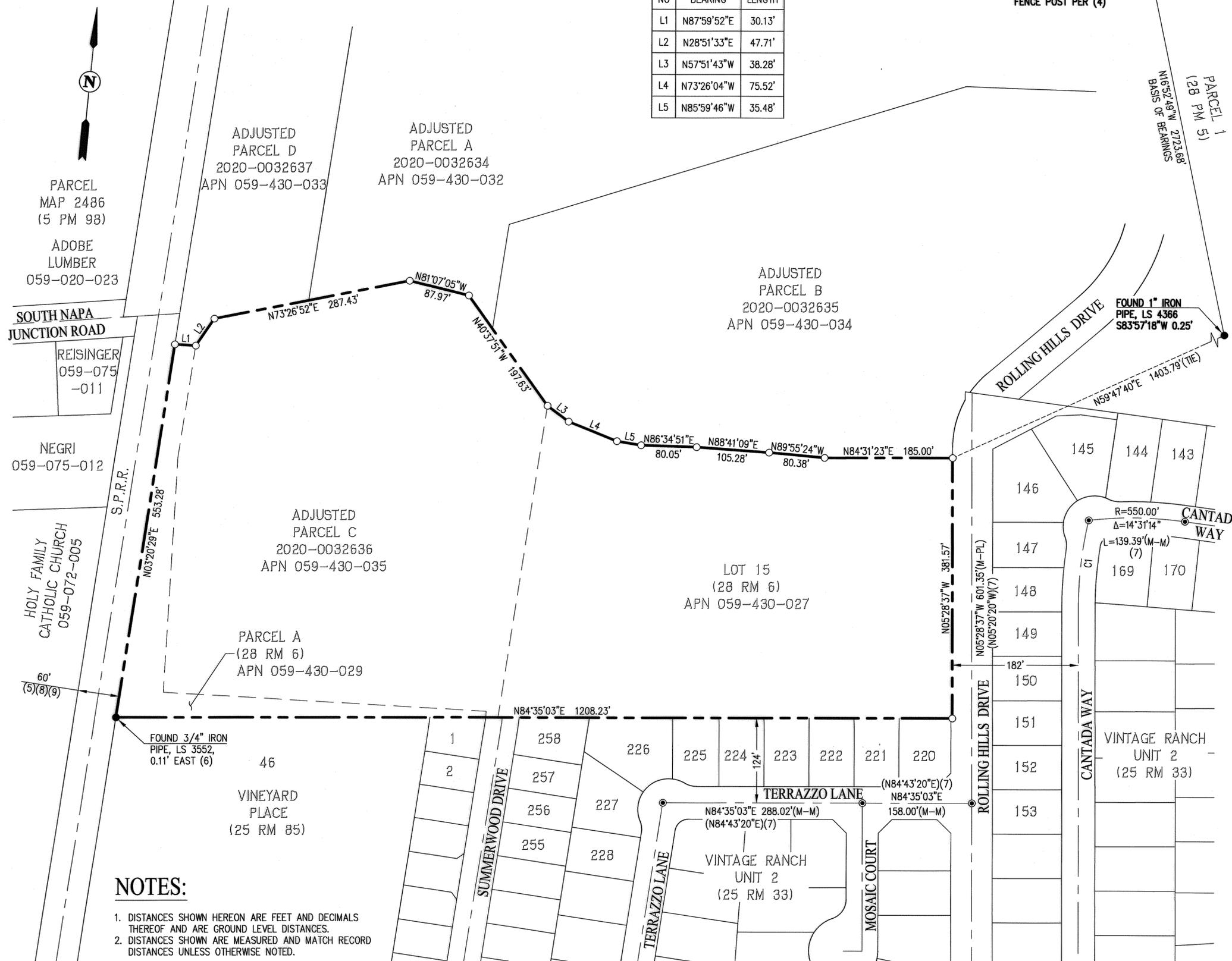
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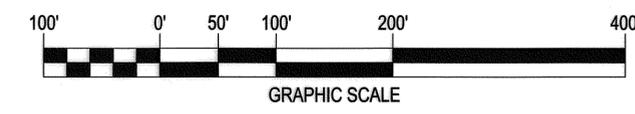
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SCALE: 1" = 100' DECEMBER 2021



NOTES:

- DISTANCES SHOWN HEREON ARE FEET AND DECIMALS THEREOF AND ARE GROUND LEVEL DISTANCES.
- DISTANCES SHOWN ARE MEASURED AND MATCH RECORD DISTANCES UNLESS OTHERWISE NOTED.



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS SHOWN ON LARGE LOT FINAL MAP, WATSON RANCH (28 RM 6), THE BEARING BEING N16°52'49"W.

LEGEND

- SUBDIVISION BOUNDARY LINE
- ==== RIGHT OF WAY LINE
- ==== LOT LINE
- - - - EASEMENT LINE
- MONUMENT LINE
- (T) TOTAL
- (R) RADIAL
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- PUE PUBLIC UTILITY EASEMENT
- S.P.R.R. SOUTHERN PACIFIC RAILROAD
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- ⑤ SHEET NUMBER
- SHEET LIMITS

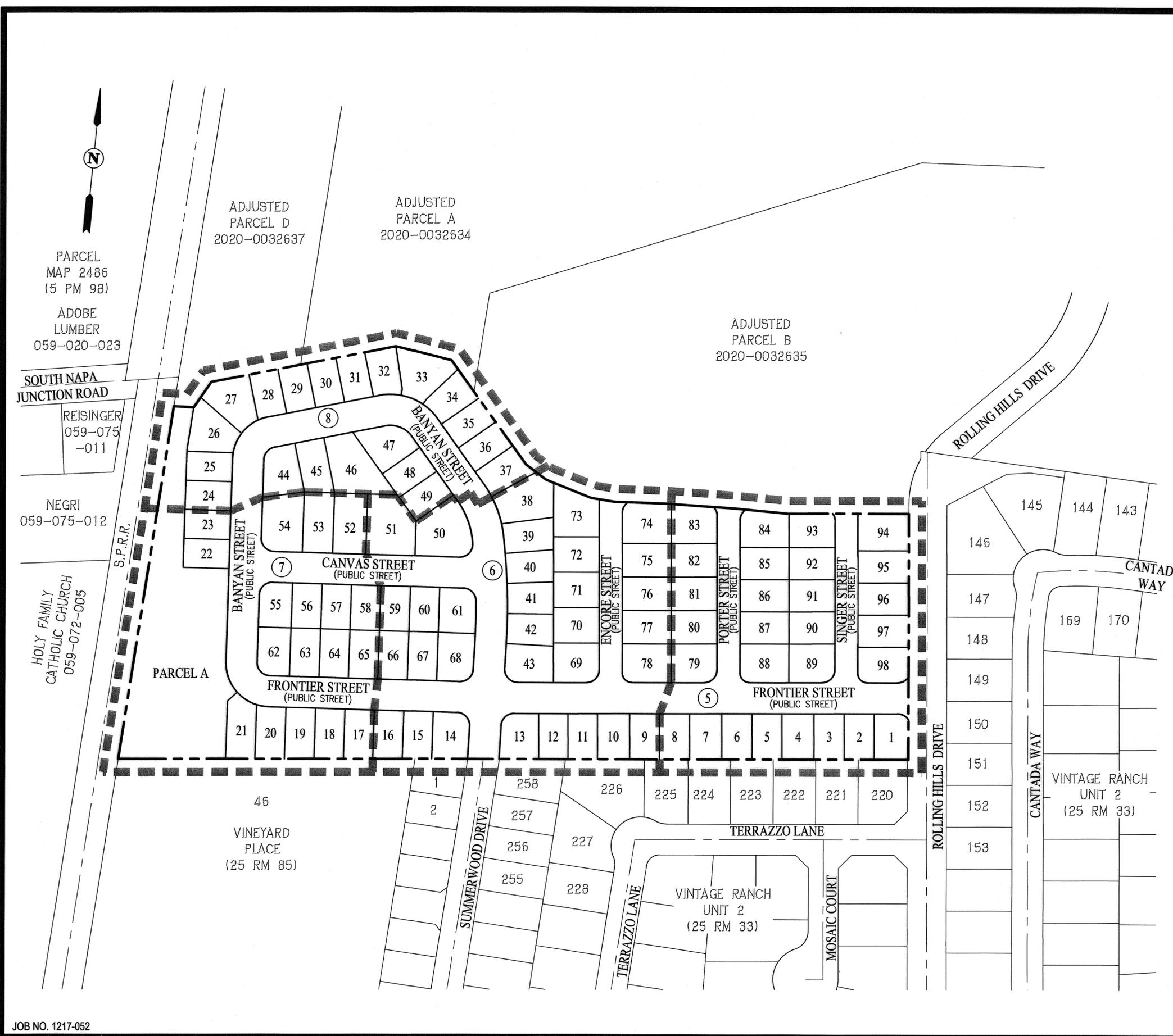
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SCALE: 1" = 100' DECEMBER 2021



PARCEL MAP 2486 (5 PM 98)

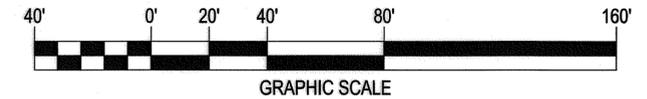
ADOBE LUMBER 059-020-023

SOUTH NAPA JUNCTION ROAD

REISINGER 059-075-011

NEGRI 059-075-012

HOLY FAMILY CATHOLIC CHURCH 059-072-005



BASIS OF BEARINGS:

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LEGEND

- SUBDIVISION BOUNDARY LINE
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LINE TABLE		
NO	BEARING	LENGTH
L1	N89°55'24"W	15.96'
L2	S84°31'23"W	14.99'
L3	N05°28'37"W	4.00'
L4	N05°28'37"W	8.00'
L5	N05°28'37"W	12.00'
L6	N05°28'37"W	4.00'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	20.00'	12°38'54"	4.42'
C2	20.00'	58°12'42"	20.32'
C3	15.00'	90°00'00"	23.56'
C4	20.00'	90°00'00"	31.42'
C5	15.00'	90°00'00"	23.56'
C6	20.00'	90°00'00"	31.42'
C7	15.50'	54°45'22"	14.81'
C8	20.00'	56°14'43"	19.63'
C9	15.50'	39°56'53"	10.81'
C10	20.00'	58°12'42"	20.32'

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) LARGE LOT FINAL MAP WATSON RANCH (28 RM 6)
- (2) PARCEL MAP NEWELL PROPERTY (28 PM 5)
- (3) CORPORATION GRANT DEED SERIES NO. 2020-0032636
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LOTS 14 AND 15 FINAL MAP**

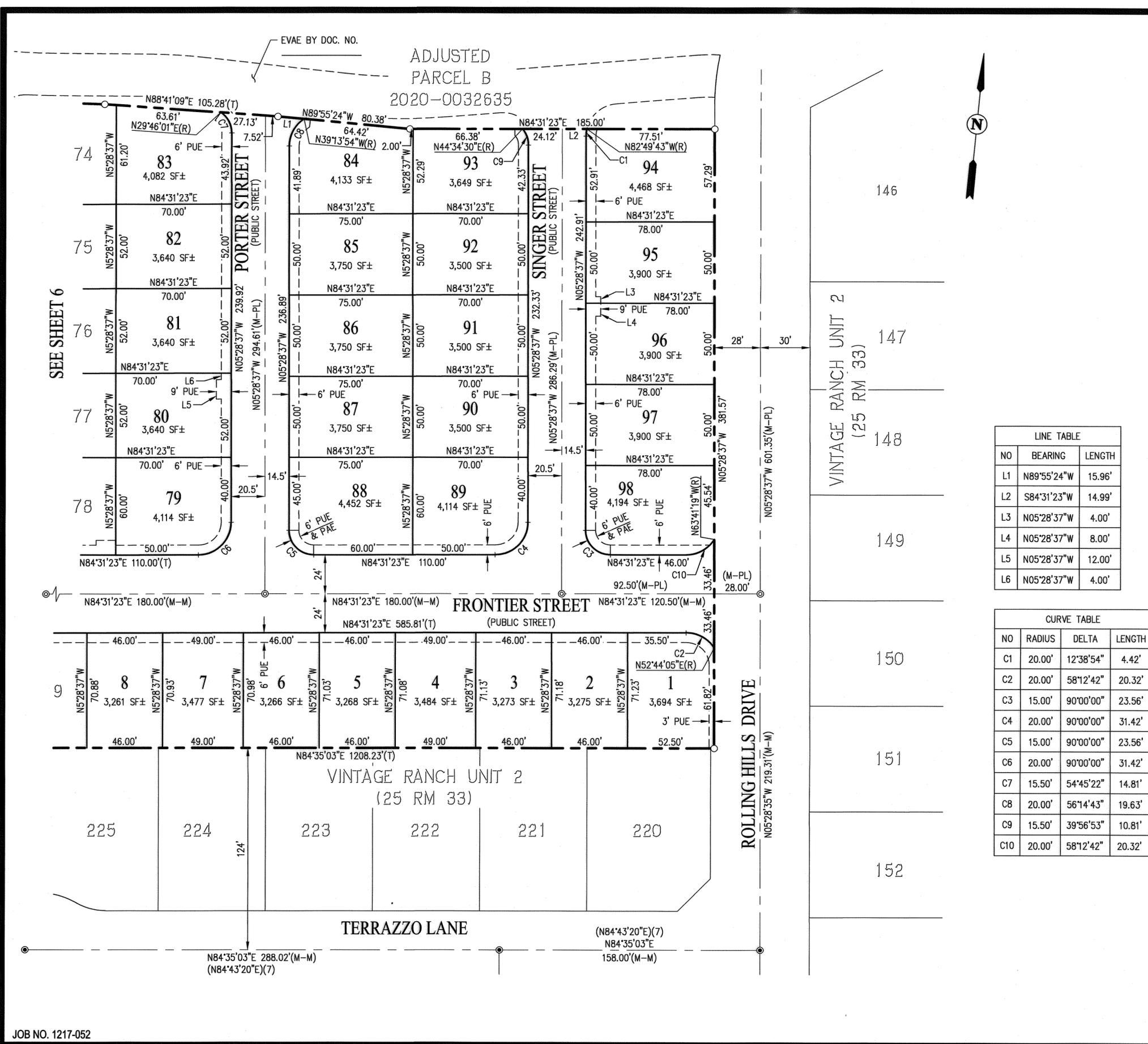
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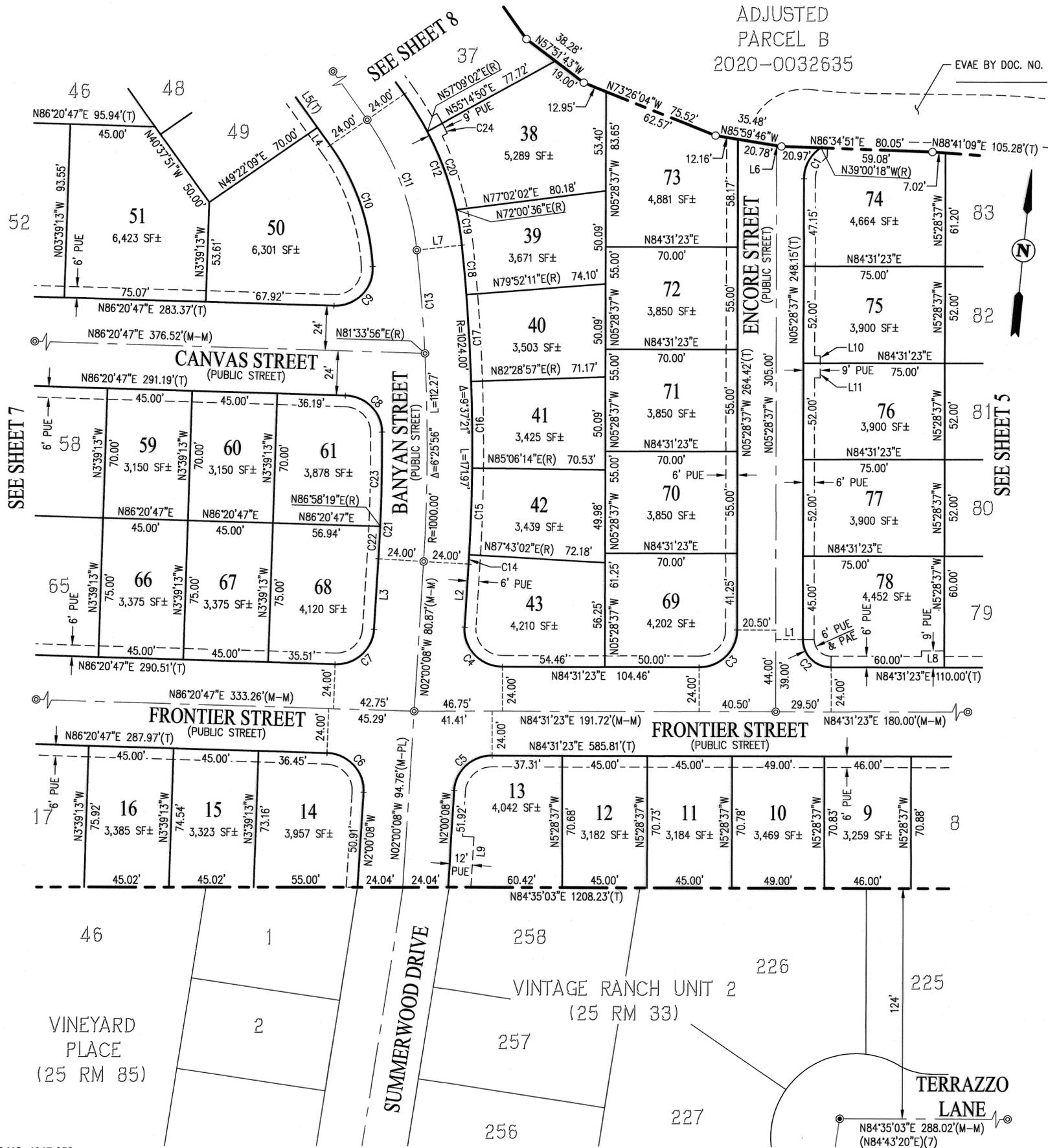
SCALE: 1" = 40' DECEMBER 2021



SEE SHEET 6

ADJUSTED
PARCEL B
2020-0032635

ADJUSTED
PARCEL B
2020-0032635



LINE TABLE		
NO	BEARING	LENGTH
L1	N84°31'23"E	14.50'
L2	N02°00'08"W	34.12'
L3	N02°00'08"W	38.12'
L4	N40°37'51"W	11.77'
L5	N40°37'51"W	122.81'
L6	N85°59'46"E	2.53'
L7	N78°22'31"E	24.00' (R)
L8	N84°31'23"E	12.00'
L9	N02°00'08"W	27.00'
L10	N05°28'37"W	4.00'
L11	N05°28'37"W	8.00'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	20.00'	56°28'19"	19.71'
C2	15.00'	90°00'00"	23.56'
C3	20.00'	90°00'00"	31.42'
C4	20.00'	93°28'30"	32.63'
C5	20.00'	86°31'31"	30.20'
C6	20.00'	91°39'05"	31.99'
C7	20.00'	88°20'55"	30.84'
C8	20.00'	87°38'28"	30.59'
C9	20.00'	95°07'43"	33.21'
C10	126.00'	31°50'55"	70.04'
C11	150.00'	29°00'22"	75.94' (M-M)
C12	174.00'	29°00'22"	88.09' (M-M)
C13	1000.00'	3°11'25"	55.68'
C14	1024.00'	0°16'50"	5.01'
C15	1024.00'	2°36'48"	46.70'
C16	1024.00'	2°37'17"	46.85'
C17	1024.00'	2°36'46"	46.70'
C18	1024.00'	1°29'40"	26.71'
C19	174.00'	6°21'55"	19.33'
C20	174.00'	14°51'34"	45.13'
C21	976.00'	4°00'37"	68.31'
C22	976.00'	1°01'33"	17.48'
C23	976.00'	2°59'04"	50.83'
C24	183.00'	1°52'43"	6.00'

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS SHOWN ON LARGE LOT FINAL MAP, WATSON RANCH (28 RM 6), THE BEARING BEING N16°52'49"W.

LEGEND

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- RIGHT OF WAY LINE
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- EASEMENT LINE
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- (9) RECORD OF SURVEY NO. 3120 (20 RS 99)

**WATSON RANCH
LOTS 14 AND 15 FINAL MAP**

CONSISTING OF 9 SHEETS
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SCALE: 1" = 40' DECEMBER 2021

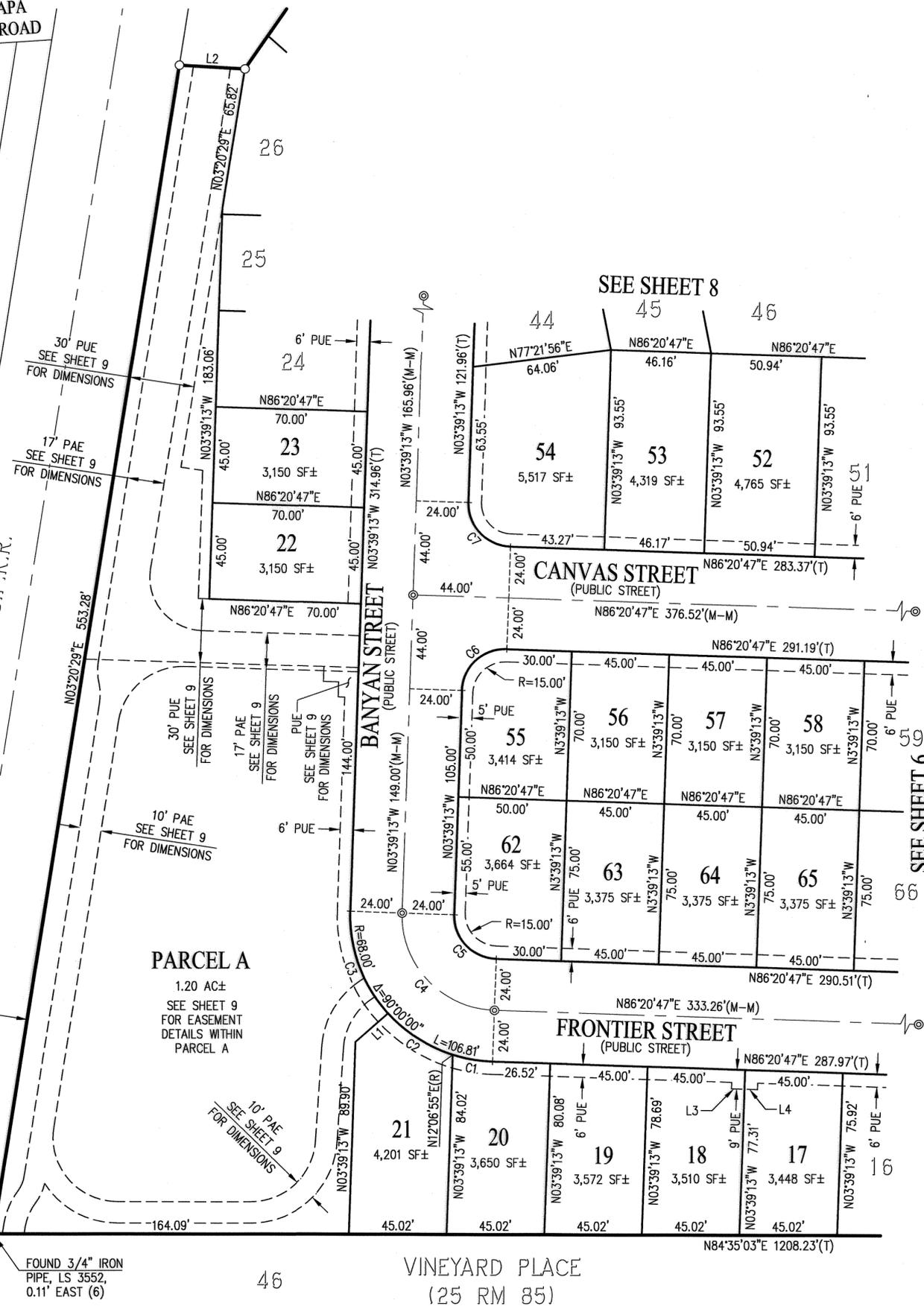
SOUTH NAPA JUNCTION ROAD

REISINGER
059-075-011

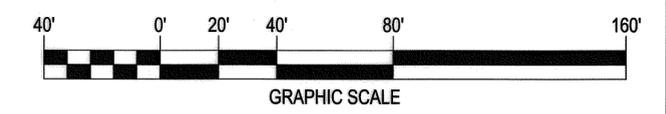
NEGRI
059-075-012

S.P.R.R.

HOLY FAMILY
CATHOLIC CHURCH
059-072-005



FOUND 3/4" IRON
PIPE, LS 3552,
0.11' EAST (6)



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LEGEND

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- EVAE EMERGENCY VEHICLE ACCESS EASEMENT

LINE TABLE

NO	BEARING	LENGTH
L1	N42°30'47"E	20.00' (R)
L2	N87°59'52"E	30.13'
L3	N86°20'47"E	6.00'
L4	N86°20'47"E	6.00'

CURVE TABLE

NO	RADIUS	DELTA	LENGTH
C1	68.00'	15°46'08"	18.71'
C2	68.00'	30°23'52"	36.08'
C3	68.00'	43°50'00"	52.02'
C4	44.00'	90°00'00"	69.12' (M-M)
C5	20.00'	90°00'00"	31.42'
C6	20.00'	90°00'00"	31.42'
C7	20.00'	90°00'00"	31.42'

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SCALE: 1" = 40' DECEMBER 2021

PARCEL
MAP 2486
(5 PM 98)

ADDBE LUMBER
059-020-023

SOUTH NAPA
JUNCTION ROAD

REISINGER
059-075-011

NEGRI
059-075-012

S.P.R.R.

SEE SHEET 9 FOR
EASEMENT DETAILS
WITHIN PARCEL A

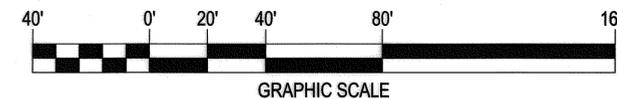
SEE SHEET 7

LINE TABLE		
NO	BEARING	LENGTH
L1	N87°59'52"E	30.13'
L2	N28°51'33"E	47.71'
L3	N28°54'38"E	10.00' (R)
L4	N05°25'23"E	10.00' (R)
L5	N40°37'51"W	10.40'
L6	N73°26'52"E	8.00'
L7	N73°26'52"E	4.00'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	126.00'	31°50'55"	70.04'
C2	150.00'	29°00'22"	75.94' (M-M)
C3	174.00'	29°00'22"	88.09'
C4	89.00'	65°55'17"	102.40'
C5	65.00'	65°55'17"	74.79' (M-M)
C6	41.00'	65°55'17"	47.17'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C7	20.00'	77°06'05"	26.91'
C8	44.00'	77°06'05"	59.21' (M-M)
C9	68.00'	77°06'05"	91.51'
C10	89.00'	20°27'31"	31.78'
C11	89.00'	23°29'15"	36.48'
C12	89.00'	21°58'31"	34.14'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C13	68.00'	14°09'42"	16.81'
C14	68.00'	27°38'43"	32.81'
C15	68.00'	27°39'05"	32.82'
C16	68.00'	7°38'35"	9.07'
C17	174.00'	7°46'53"	23.63'
C18	183.00'	1°52'43"	6.00'



BASIS OF BEARINGS:

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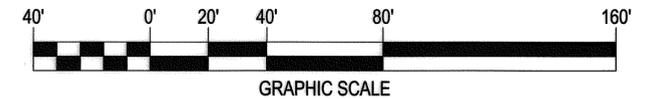


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SCALE: 1" = 40' DECEMBER 2021

SOUTH NAPA JUNCTION ROAD

SOUTH NAPA JUNCTION ROAD



PARCEL A
EASEMENT DETAIL
SHEET

LINE TABLE			
NO	BEARING	LENGTH	
L1	N42°30'47"E	20.00'	(R)
L2	N87°59'52"E	30.13'	
L3	N03°39'13"W	15.00'	
L4	N03°39'13"W	17.00'	
L5	N03°20'29"E	4.76'	
L6	N03°20'29"E	3.22'	
L7	N84°35'03"E	10.12'	
L8	N84°35'03"E	4.25'	
L9	N01°44'02"W	44.82'	
L10	N86°39'31"W	10.02'	
L11	N03°39'13"W	60.00'	
L12	N01°44'02"W	44.82'	
L13	N50°42'47"E	2.10'	(R)
L14	N50°42'47"E	1.36'	(R)
L15	N86°20'47"E	3.00'	
L16	N03°39'13"W	7.00'	
L17	N86°20'47"E	7.00'	
L18	N03°39'13"W	7.00'	

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	35.00'	27°51'54"	17.02'
C2	15.00'	27°51'54"	7.30'
C3	25.00'	27°51'54"	12.16'
C4	25.00'	23°30'26"	10.26'
C5	40.00'	57°30'16"	40.15'
C6	30.00'	98°45'26"	51.71'
C7	40.00'	86°19'05"	60.26'
C8	30.00'	86°19'05"	45.20'
C9	40.00'	52°26'49"	36.61'
C10	30.00'	52°26'49"	27.46'
C11	68.00'	8°27'23"	10.04'
C12	68.00'	8°12'00"	9.73'
C13	30.00'	83°00'19"	43.46'
C14	25.00'	96°59'41"	42.32'
C15	25.00'	21°10'52"	9.24'
C16	27.00'	21°10'53"	9.98'

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SCALE: 1" = 40' DECEMBER 2021

HOLY FAMILY CATHOLIC CHURCH
059-072-005

HOLY FAMILY CATHOLIC CHURCH
059-072-005

PARCEL A
1.20 AC±

PARCEL A
1.20 AC±

VINEYARD PLACE
(25 RM 85)

VINEYARD PLACE
(25 RM 85)

**SUBDIVISION IMPROVEMENT AGREEMENT
REGARDING THE WATSON RANCH
FINAL MAP FOR LOTS 14 and 15**

This “**Subdivision Improvement Agreement**” (also “**Agreement**” or “**SIA**”), dated this 15th day of February, 2022 (“**Effective Date**”), is entered into by and between the City of American Canyon, a California municipal corporation (“**City**”), and D.R. Horton BAY, Inc., a Delaware corporation (collectively “**Developer**” or “**Applicant**”), pursuant to the California Subdivision Map Act, and pursuant to City’s police powers under Article XI, section 7 of the California Constitution. City and Developer are, from time to time, hereinafter referred to in this Subdivision Improvement Agreement individually as a “**Party**” and collectively as the “**Parties.**”

NOW, THEREFORE, based on the following facts, understandings, and intentions of the Parties, and in consideration of the mutual covenants and promises contained herein and other considerations, the value and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

RECITALS

A. The preceding Preamble is true and correct, is a part of this Subdivision Improvement Agreement, and the terms defined in the Preamble are used throughout this Subdivision Improvement Agreement.

B. The “**Property**” to which this Subdivision Improvement Agreement applies is that Property set forth in the Vesting Tentative Subdivision Map for Watson Ranch Phase 1A (PL20-0033; APN 059-430-028 and 059-430-027) (sometimes referred to herein as “**VTM 1A**” and sometimes referred to herein as the “**Project**”) to subdivide Large Lot Parcels 14 and 15 (approximately) into 98 house lots and 3 other lots, is approved as shown on the Vesting Tentative Map for Watson Ranch 1A prepared by Carlson, Barbee & Gibson, revised through December, 2020, consisting of multiple sheets, marked “**Exhibit A**” to the Resolution approving VTM 1A, and on file in the City Community Development Department. The Property is also referred to in this Subdivision Improvement Agreement as the “**Project.**” The final map for VTM 1A is also referred to in this Subdivision Improvement Agreement as the “**Final Map.**”

C. The Property is subject to the July 18, 2019 “**Development Agreement,**” as that Development Agreement may be assigned by an Assignment Agreement. The City has adopted Mitigation Measures (“**Mitigation Measures**”), Master Conditions of Approval (“**Master Conditions**”) and Specific Conditions of Approval (“**Specific Conditions**”) applicable to the development of the Property. All such relevant requirements are often collectively referred to herein as “**Conditions of Approval**” (also referred to in this Subdivision Improvement Agreement individuals as a “**COA**” or collectively as “**COAs**”), and are set forth in, and/or incorporated by reference into, this Subdivision Improvement Agreement. The definitions set forth in the Development Agreement, Mitigation Measures, Master Conditions, and Specific Conditions are hereby incorporated by this reference as if set forth herein in full.

D. When interpreting whether a Condition of Approval set forth in or referenced by this Subdivision Improvement Agreement is relevant and applicable, such relevance and applicability

shall be determined by whether the text of the Condition of Approval requires performance prior to recordation of the applicable Final Map, and/or requires performance as part of the recordation of the applicable Final Map, and/or requires performance during the “Term” of this Subdivision Improvement Agreement, which Term is described herein.

APPLICABLE CONDITIONS OF APPROVAL

1. Specific Conditions. All relevant and applicable Specific Conditions for Lots 14 and 15 shall apply during this Subdivision Improvement Agreement for Lots 14 and 15. Only those Lot 14 and 15 Specific Conditions that are applicable regarding the recordation of the Final Map, and/or are applicable as part of the activity to occur pre-recordation of the Final Map, and/or are applicable as part of the activity to occur during the Term of the Subdivision Improvement Agreement are hereby made a part of this Subdivision Improvement Agreement for Lots 14 and 15. Additionally, through an Assignment Agreement pursuant to the Development Agreement, a Purchase and Sale Agreement, and/or other agreement, Master Developer and its successor(s) may determine rights and obligations regarding the satisfaction of the Specific Conditions and Master Conditions set forth in this Subdivision Improvement Agreement for Lots 14 and 15.

<i>Specific Condition</i>	<i>Developer Obligations</i>	<i>Implementation</i>	<i>Status</i>
1.	The Vesting Tentative Subdivision Map for Watson Ranch Phase 1A (PL20-0033; APN 059-430-028 and 059-430-027) (sometimes referred to herein as “VTM 1A” and sometimes referred to herein as the “Project”) to subdivide Large Lot Parcels 14 and 15 (approximately) into 98 house lots and 3 other lots, is approved as shown on the Vesting Tentative Map for Watson Ranch 1A prepared by Carlson, Barbee & Gibson, revised through December, 2020, consisting of multiple sheets, marked “Exhibit A” to the Resolution approving VTM 1A, and on file in the City Community Development Department. The final map for VTM 1A is referred to herein as the “Final Map.”	Final Map Recordation	Applicable
2.	The Master Conditions adopted for the AC-1 Portion of the Watson Ranch Specific Plan are attached hereto and incorporated herein by this reference as if set forth herein in full, and shall apply to the Project where relevant, <i>i.e.</i> , where such Master Conditions set general principles applicable to all Parcels comprising the AC-1 portion of the Watson Ranch Specific Plan, and/or where such Master Conditions set specific requirements relating to Parcels 14 and 15, which Parcels 14 and 15 comprise the land within VTM 1A.	Execution of SIA	
3.	Development of the subdivision and the individual lots comprising VTM 1A shall be subject to the Watson Ranch 1A Residential Design Guidelines, on file in the Community Development Department.	Building Permit	
4.	VTM 1A shall have that life set forth in the Watson Ranch Specific Plan Development Agreement (Development Agreement).	Final Map	
5.	Applicant shall defend, indemnify, and hold harmless the City of American Canyon, its elected and appointed officials, employees, volunteers, and legal counsel, as set forth in the Development Agreement.		
6.	Applicant shall be responsible for paying for charges related to the processing of VTM 1A as set forth in the Development Agreement.		

<i>Specific Condition</i>	<i>Developer Obligations</i>	<i>Implementation</i>	<i>Status</i>
7.	Street names within VTM 1A shall be subject to City review and approval prior to recordation of the Final Map.	Final Map	
8.	Compliance of the Project with City's Inclusionary Housing Requirements is as set forth in the Development Agreement.	Sale of Parcel 24	Completed
9.	Applicant shall make all public dedications shown on VTM 1A through the Final Map, and City shall accept those public dedications.	Recordation	

Public Works Conditions

GENERAL CONDITIONS OF APPROVAL

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

<i>Specific Condition</i>	<i>Developer Obligations</i>	<i>Implementation</i>	<i>Status</i>
13.	Unless otherwise explicitly permitted by the Development Agreement, all existing wells, septic tanks and/or underground fuel storage tanks shall be abandoned under permit and inspection of Napa County Department of Environmental Services or other designated agency, as applicable. If there are none, the Project engineer shall provide a letter describing the scope of the search done to make this determination.	Relevant Permit	Applicable
14.	A detailed Soils Investigation/Geotechnical Report shall be prepared and submitted for review. The report shall address, at a minimum, potential for liquefaction, R-values, expansive soils and seismic risk. The improvement plans shall incorporate all design and construction criteria recommended in the Geotechnical Report.	Final Map	Applicable
15.	A Drainage Report prepared by a California Registered Civil Engineer shall be submitted for review with the initial submittal of the Improvement Plans. The Drainage Report shall include hydrologic and hydraulic calculations to support the design and sizing of all public and private drainage facilities including storm drains, detention facilities, and weirs.	Final Map	Applicable
16.	A detailed Post-Construction Stormwater Control Plan (SWCP) that identifies and sizes all permanent post-construction stormwater treatment BMPs shall be prepared and submitted for review approval. The Plan shall be prepared in	Pre-Construction	Applicable

	accordance with the latest edition of the <i>Bay Area Stormwater Management Agencies Association (BASMAA) Post-Construction Manual</i> and the requirements of the State Water Resources Control Board Phase II Municipal Separate Storm Water System (MS4) General Permit (Order 2013-0001 DWQ).		
17.	A SWCP that provides a color-coded plan sheet showing all storm drain and water quality infrastructure that is to be maintained, along with detailed instructions and schedules for the ongoing maintenance and operation of all post-construction stormwater BMPs shall be submitted for review and approval by the City Engineer. Once approved, the Applicant shall enter into an agreement (transferable to future Homeowner’s Association associated with the Project) with the City that provides the terms, conditions, and security associated with the ongoing requirements of the post-construction stormwater BMPs.	Pre-Construction	Applicable
18.	The Final Map shall be prepared by a licensed surveyor or civil engineer. The Final Map shall show all parcels, rights-of-way, and easement(s), and shall be submitted to the City Engineer for review. The Final Map shall be in substantial conformance with the approved VTM 1A and all applicable Conditions of Approval. The Final Map shall be approved by the City and recorded with the Napa County Recorder. Closure calculations shall be provided at the time of initial Final Map submittal. All calculated points within the Final Map shall be based upon one common set of coordinates. All information shown on the Final Map shall be directly verifiable by information shown on the closure calculation printout. The point(s) of beginning shall be clearly defined. All lot acreages shall be shown on the Final Map and shall be verifiable from information shown on the closure calculation printout. A current title report shall be submitted at the time of initial Final Map submittal.	Final Map approved and recordation	Applicable
19.	Where relevant, Applicant shall secure all necessary rights-of-way and public and private easements for both onsite and offsite Public Improvements, pursuant to the Development Agreement. Public rights-of-way and easements shall be dedicated to the City on the Final Map or granted by separate instrument, all pursuant to the Development Agreement. If granted by separate instrument, Applicant shall prepare all necessary legal descriptions and deeds. City shall accept all such dedications.	Final Map Dedication and Recordation	Applicable
20.	To the extent any offsite Public Improvements require the acquisition of property not currently owned by Applicant or the City, the Development Agreement shall apply, and if the Development Agreement does not address the issue, the California Subdivision Map Act shall apply.	Final Map Submitted	Applicable
21.	Applicant shall transmit by certified mail a copy of VTM 1A to each public entity or public utility that is an easement holder of record on the land comprising the Final Map.	Pre Final Map Recordation	Applicable
22.	Applicant shall submit all site Improvement Plans for review and approval of the City. Applicant shall submit a Rough Grading Plan for review and approval of the City. Rough Grading Plan approval and site grading may commence prior to Improvement Plan and Final Map approval. An Encroachment Permit shall be required for any work within City right of way, unless explicitly not required by the City.	Pre Final Map Recordation	Applicable
<i>Specific Condition</i>	<i>Developer Obligations</i>	<i>Implementation</i>	<i>Status</i>
23.	All Public Improvements, including without limitation street, water mains, sewer mains, recycled water facilities, and storm drains shall be clearly labeled as "Public" on the Improvement Plans, along with clear demarcation points where they become Public. Likewise, all Private Improvements, including	Final Map Submittal	Applicable

	without limitation, retention basins, shall be clearly labeled as "Private " on the Improvement Plans, along with clear demarcation points.		
24.	Cathodic protection shall be provided for all water valves, fittings, hydrants, meters, backflow devices and other metal appurtenances, regardless of the findings of any soils corrosivity analysis.		
25.	All public water service laterals or services (domestic, recycled and fire water) shall include approved backflow prevention devices.		Applicable
26.	Applicant shall keep adjoining public streets free and clean of Project dirt, mud, materials, and debris during the construction period, as is determined by the City Engineer.	During Construction	Applicable
27.	If any hazardous material is encountered during any construction, all construction work shall immediately stop, and the Fire Department, Napa County Department of Environmental Services, or other designated agency, and the City Inspector, shall be notified immediately. Construction work shall not recommence until clearance has been issued by appropriate agencies.	During Construction	Applicable
28.	Prior to final preparation of the subgrade and placement of base materials, all underground utilities shall be installed, and service connections stubbed out behind the sidewalk. All public utilities, cable TV, sanitary sewers, and water lines, shall be installed in a manner that, where possible, will not result in disturbing the street pavement, curbs, gutters, and sidewalks when future service connections or extensions are made.	During Construction	Applicable
29.	Where soil or geologic conditions encountered in grading operations are different from that anticipated in the soil and/or geologic investigation report, or where such conditions warrant changes to the recommendations contained in the original soil investigation, a revised soil or geologic report shall be submitted for approval by the City Engineer. Additionally, if field conditions warrant installation of any subdrains, the location, size and construction details shall be provided to the City for review and approval prior to construction.	During Construction	Applicable
<i>Specific Condition</i>	<i>Developer Obligations</i>	<i>Implementation</i>	<i>Status</i>
30.	All new fire hydrants shall be covered with burlap coverings until the hydrants have been tested and found to be in conformance with City flow requirements. No storage of combustible materials or construction of building(s) shall be permitted on-site until all hydrants meet City flow requirements, or until alternative fire protection measures are in place, as determined by the City and the American Canyon Fire Protection District.	Pre- and during construction	Applicable
31.	Prior to placing the final lift of asphalt, all public storm drains and sanitary sewer lines shall be video inspected at Applicant's expense. All video tapes shall be submitted to the City. If any inadequacies are found by City, such inadequacies shall be repaired prior to the placement of the final lift of asphalt.	Prior to placing the final lift of asphalt	Applicable
32.	All streets, curbs, gutters, sidewalks, or other public facilities damaged in the course of construction associated with the Project shall be the responsibility of Applicant and shall be repaired to the satisfaction of the City, at Applicant's expense.	During and post Construction	Applicable
33.	After all of the new underground utilities within public streets have been installed, where necessary, the affected areas shall be milled and repaved to present a neat, finished pavement area. Multiple trench patches are not acceptable.	SIA	Applicable
34.	All construction stormwater pollution prevention best management practices (BMP's) shall be installed as the first order of work and in accordance with the <i>State Water Resources Control Board's General Construction Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order 2009-0009-DWQ)</i> and Applicant's Storm Water Pollution Prevention Plan (SWPPP). All stormwater BMP's shall be maintained to the	Pre-Construction	Applicable

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

SPECIAL CONDITIONS OF APPROVAL

<i>Specific Condition</i>	<i>Developer Obligation</i>	<i>Implementation; Parcel #</i>	<i>Status</i>
39.	Applicant shall submit Improvement Plans prepared by a registered Civil Engineer (Engineer of Record) in substantial conformance with VTM 1A.	Final Map	Applicable
40.	All on-site (defined as within the boundaries of VTM 1A) and off-site (defined as within the boundaries of VTM 1A) Public Improvements constructed by Applicant or Developer shall be dedicated to, and accepted, operated, and maintained by, City.	Final Map Recommendation; Relevant Acceptance	Applicable
41.	Applicant shall construct all of the on-site and off-site Public Improvements as shown on VTM 1A.	SIA	Applicable
42.	Applicant shall construct all of the on-site and off-site Private Improvements as shown on VTM 1A.	Relevant Approval	Applicable

<i>Specific Condition</i>	<i>Developer Obligation</i>	<i>Implementation; Parcel #</i>	<i>Status</i>
43.	Applicant shall construct all of the on-site and off-site Public Improvements as shown on VTM 1A except as modified below: a. Provide a driveway conforming to City Standard 3.10 where the trail connects to Street B. Note that handicap ramps cannot be used as driveway per City Standard 3.03.D4.		

	<p>b. The 4" beveled curb and gutter shown on Section B-B in Sheet TM-2 does not meet City Standards.</p> <p>c. It is acceptable not to show driveway locations in the interim, but it would need to be detailed in the Improvement Plans conforming to City Standards.</p> <p>d. Redesign the north curb ramp along Street A in the intersections of Street D, Street E and Street F to eliminate sidewalk taper.</p>		
44.	Applicant shall construct all of the on-site and off-site Private Improvements shown on VTM 1A.		
45.	<p>Prior to the submittal of any Improvement Plans, Applicant shall:</p> <p>a. Submit the City's "Improvement Plan Checklist" to City.</p> <p>b. Be responsible for Improvement Plan check services, as set forth in the Development Agreement.</p> <p>c. Provide the following:</p> <p>(1) Public Street Repair Plan</p> <p>(2) Utility Plan and Joint Trench Plan</p> <p>(3) Construction Storm Water Pollution Prevention Plan (SWPPP)</p> <p>(4) Drainage Report</p> <p>(5) Post-Construction Stormwater Runoff Management Plan (SRMP)</p> <p>(6) Geotechnical Report</p> <p>(7) Soil Corrosivity Analysis</p> <p>(8) Construction Traffic Control Plan.</p>	Prior to the submittal of any Improvement Plans	Applicable
46.	<p>Prior to approval of the Improvement Plans, the Applicant shall:</p> <p>a. Provide written acknowledgment by the Geotechnical Engineer of Record that the Plans incorporate all design and construction criteria specified in the Geotechnical Report.</p> <p>b. Furnish proof of the acquisition of all rights of entry and/or temporary and permanent easements necessary to construct the project and the location of all such rights on the Plans.</p> <p>c. Fill out and submit the City's Erosion and Sediment Control Template.</p> <p>d. Furnish proof that all permits that may be required by the California Department of Fish & Wildlife, State and Regional Water Quality Control Board, US Army Corps of Engineers and any other regulatory agencies with jurisdiction over the proposed construction have been obtained.</p> <p>e. Submit a copy of the Notice of Intent and WDID# for coverage under the State Water Resources Control Board' General Construction Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order 2009-0009-DWQ).</p>	Prior to approval of Improvement Plans	Applicable

<p>47.</p>	<p>Unless otherwise specified in the Development Agreement, prior to commencement of construction activities, Applicant shall:</p> <ul style="list-style-type: none"> a. Pay off all current account balances with the City of American Canyon. b. Pay any inspection fees pursuant to the Development Agreement. c. Conduct a pre-construction meeting with representatives of the City whereby Applicant, the Legally Responsible Party (LRP), Qualified SWPPP Practitioner (QSP), Qualified SWPPP Developer (QSD), and/or the Contractor provides the following: <ul style="list-style-type: none"> (1) Six (6) full-size bond copies of the approved Improvement Plans for the City's use. (2) One (1) job-site copy of the latest edition of the City Standards for the Contractor use. (3) One (1) job-site copy of the SWPPP for use by the LRP, QSP, QSD, and Contractor. 	<p>Prior to commencement of Construction</p>	<p>Applicable</p>
<p>48.</p>	<p>Applicant shall:</p> <ul style="list-style-type: none"> a. Submit an inspector's punch list indicating that all of the improvements are constructed to the satisfaction of the City Engineer. b. Restore all adjacent off-site road surfaces to pre-Project conditions. c. Submit a certification by the Geotechnical Engineer of Record that all the work has been completed in substantial conformance with the recommendations in Soils Investigation/Geotechnical Report. d. Submit testing certification all backflow devices installed. e. Provide a bond and digital copy of the Improvement Plans and Rough Grading Plans that include all as-built or field changes, in digital AutoCAD (.dwg) compatible with the City's current version. f. Provide proof that all relevant Conditions of Approval have been satisfied. g. Provide a letter from the Civil Engineer of Record certifying that all the site improvements were constructed in substantial conformance with the approved Improvement Plans and City Standards. h. Provide proof from the Architect of Record, Structural Engineer of Record and/or other design professionals who signed the building permit plan submittal indicating that all building improvements have been constructed in substantial conformance with relevant plans. 	<p>Prior to release of project Bond's.</p>	<p>Applicable</p>

	i. Execute Post-Construction Stormwater Operations and Maintenance Agreement with the City.		
	j. Enter into a Recycled Water User's Agreement with the City.		

Fire District Conditions

GENERAL - FIRE

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

ACCESS - FIRE DEPARTMENT

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

PROTECTION - FIRE

<i>Specific Condition</i>	<i>Developer Obligation</i>	<i>Implementation</i>	<i>Status</i>
56.	Fire Protection systems shall be installed in accordance with provisions set forth in the California Fire Code as amended by the American Canyon Fire Protection District and the applicable National Fire Protection Association Standard.	Relevant Permit	Applicable
57.	Plans and calculations for all fire protection systems and features shall be submitted and approved prior to the issuance of a building permit.	Building Permit	Applicable

58.	An approved water supply capable of supplying the required fire flow for fire protection systems shall be provided to all premises upon which facilities or buildings are hereby constructed or moved into or within the City. Required fire flow and hydrant distribution shall be in accordance with Appendix B and C of the California Fire Code.	Relevant Permit	Applicable
59.	All required inspection testing and maintenance of the water delivery system including hydrants and valves shall meet the standards adopted by the California State Fire Marshal and the American Canyon Fire Protection District including but not limited to the most current adopted editions of the California Code of Regulations Title 24, Part 9 (California Fire Code) and adopted NFPA Standards.	SIA	Applicable

CONSTRUCTION - FIRE

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

2. Master Conditions. All relevant Master Conditions shall apply during this Subdivision Improvement Agreement for Lots 14 and 15, including without limitation the following:

<i>Master COA #</i>	<i>Developer Obligations</i>	<i>Mechanism</i>	<i>Implementation; Parcel #</i>
1.	These Master Conditions of Approval (“Master Conditions”) adopted by the City of American Canyon (“City”) relate only to the American Canyon I, LLC portion of the City’s Watson Ranch project (“Project”). American Canyon I, LLC shall also be referred to herein as “AC-1,” “Master Developer,” “Developer,” and/or “Applicant,” and shall include successors, as explained and controlled by the Development Agreement between the City and AC-1 (“Development Agreement”). Unless otherwise defined in these Master Conditions, terms and phrases used in these Master Conditions shall have that meaning set forth in the Development Agreement. The Development Agreement, as amended over time, shall control over these Master Conditions and any subsequent “Specific Conditions,” as described herein. These Master Conditions provide certain provisions of the Development Agreement. However, regardless of whether present or not in these Master Conditions, the entire Development Agreement, as amended over time, shall apply to, and control over, these Master Conditions.	Relevant Subsequent Approvals	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit

2.	<p>The Project’s “Large Lot Vesting Tentative Map” was approved and later recorded as the “Large Lot Final Map,” producing twenty four (24) lots/parcels (“Large Lot Parcels”). Each of those Large Lot Parcels will be further subdivided over time creating additional lots/parcels. These Master Conditions apply to the Project, the large Lot Parcels, and all such subsequent subdivision map approvals. The idea behind these Master Conditions is to establish a consistent set of “rules” (Conditions of Approval) that can be used throughout the implementation of the Project, thereby ensuring certainty and efficiency.</p>	Relevant Subsequent Approvals	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit
3.	<p>These Master Conditions also express certain requirements from the Watson Ranch Specific Plan.</p>	Relevant Subsequent Approvals	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit
4.	<p>These Master Conditions also contain the relevant Mitigation Measures relating to the Project, including without limitation, the EIR’s Mitigation Monitoring and Reporting Program, as clarified, updated and refined by these Master Conditions to reflect implementation progress.</p>	Relevant Subsequent Approvals	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit
5.	<p>These Master Conditions also contain requirements from the City's standard Subdivision Improvement Agreement (“SIA”) in order to streamline the future SIA process. Subsequent subdividing of the Project will involve SIAs, which SIAs will employ these Master Conditions.</p>	SIA	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit
6.	<p>In addition to these Master Conditions, “Specific Conditions of Approval” (also referred to as “Specific Conditions) resulting from the subsequent subdivision map approvals, Design Permit/Guidelines approvals, and/or other development approvals may be drafted and imposed on a Large Lot Parcel’s subsequent development. Such Specific Conditions may stand alone and be imposed in addition to these Master Conditions, and/or may be added to these Master Conditions over time. Any and all such Specific Conditions shall be subject to and controlled by these Master Conditions, which Master Conditions shall be be subject to, and controlled by, the Development Agreement. If a conflict arises between these Master Conditions, and/or any Specific Conditions and the express and/or implied provisions of the Development Agreement, as amended over time, the Development Agreement shall control.</p> <p>Where possible, these Master Conditions describe the “Mechanism” for satisfying the Master Condition (for example, subdivision map approval, adopted Design Guidelines, etc.), the “Implementation” timing of the Master Condition (for example, Building Permit issuance), and the “Status” of such Master Condition performance (whether the requirement is still “Applicable, whether it has been “Completed,” etc.). Additionally, through subsequent “mapping” of a particular Large Lot Parcel pursuant to the Subdivision Map Act, listed Master Conditions applicable to that Parcel may be further organized into relevant Phases (phased final maps) of that Parcel, if applicable.</p> <p>As used in these Master Conditions, a reference to “All” or “All Parcels” shall mean that the Master Condition is setting a general rule that applies to the development of any and all Large Lot Parcels. When these Master Conditions provide that the Master Condition in question shall apply to “Applicable Parcels,” that means that each Parcel over which the Master Backbone Infrastructure (MBI) in question lies and/or abuts (and</p>	Relevant Subsequent Approvals	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit

	therefore the Parcel is responsible for the “Parcel’s MBI Portion”) is one of the “Applicable Parcels.”		
7.	As used in these Master Conditions, the following definitions shall apply. “SIA” shall mean the relevant/applicable “Subdivision Improvement Agreement.” “Major Backbone Infrastructure” work or “MBI” shall have that meaning provided by the Development Agreement. “Public Improvements” work shall mean infrastructure improvements to be constructed by Developer, and then dedicated to, accepted by, and operated and maintained by, City. “Private Improvements” shall mean infrastructure improvements that shall be constructed by Developer and not be dedicated to, accepted by, and operated and maintained by, City. “Improvement Plans” shall mean those improvement plans and specifications relating to MBI, Public Improvements, and/or Private Improvements. Developer shall obtain City approval of all Improvement Plans for the relevant MBI, Public Improvements, and/or Private Improvements work. All work on the relevant MBI, Public Improvements, and/or Private Improvements shall be performed by Developer at the places, at the grades, with the materials, and in the manner as shown on the City-approved Improvement Plans. Additionally, the phrase: “Pre-Final Map, Final Map Recordation, Grading Permit, Construction Permit, Building Permit, Occupancy Permit” shall mean that the timing of performance of the particular Master Condition will be satisfied at one of those performance events, as will be determined by the Subsequent Approval.	Relevant Subsequent Approvals	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit
8.	Unless otherwise set forth in these Master Conditions, or unless otherwise agreed to by City and Developer, each Parcel shall be responsible for the entirety of the design and construction of the “Master Backbone Infrastructure” (also “MBI”) of the Public Improvement for the geographic distance of the Parcel’s entire frontage on such MBI, and/or the entire geographic distance that such MBI traverses such Parcel (“Parcel’s MBI Portion”). For example, if the MBI in question is Rio Del Mar, then the Parcel in question shall be responsible for the design and construction of all of that portion of Rio Del Mar that traverses and/or abuts such Parcel, i.e., the “Parcel’s MBI Portion.” Such Parcel MBI Portion design and construction shall be to the “ultimate design” of the MBI in question, including without limitation, ultimate width, depth, curb, gutter, sidewalk, street lighting, landscaping, etc. City, Developer, and the owner/builder of the relevant Parcel (if different than Developer) may by mutual agreement refine the requirements of this Master Condition. Therefore, if the Master Conditions provide that the Master Condition in question shall apply to “Applicable Parcels,” that means that each Parcel over which the MBI in question lies and/or abuts (and therefore the Parcel is responsible for the “Parcel’s MBI Portion”) is one of the “Applicable Parcels.” If the MBI in question traverse and/or abuts more than one Parcel, then the responsibility of each such Parcels shall be determined (“Proportional Share”) and the first Parcel (of such Parcels) to develop shall be responsible for the design and construction of all of that portion of MBI and that traverses and/or abuts such first Parcel (i.e., the “Parcel’s MBI Portion”) and such first Parcel shall have the right to secure a Reimbursement Agreement from the City so that such first Parcel is reimbursed by such other Parcels for such other Parcels’ Proportional Share at such time when such other Parcel(s) would have otherwise been responsible to provide such MBI, or at such other time/or by such means as is mutually agreed to by City and Developer.	Applicable Parcels Parcel’s MBI Portion Reimburse	Pre-Final Map, final map recordation, Grading Permit, Construction Permit, Building Permit, Occupancy Permit
9.	When Parcel-necessary infrastructure has not yet been brought to the physical (geographic) location of the Parcel in question to be developed (the “Relevant Parcel”), then the development of such Relevant Parcel shall require (unless otherwise agreed between City and Developer) that such Relevant Parcel shall provide and construct all of the MBI otherwise required of other Parcels (the Parcel MBI Portion of all such other Large Lot Parcels) over which the MBI is needed to traverse and/or abut in order to access the Relevant Parcel and bring and provide such Parcel-necessary	Relevant Parcels Parcel’s MBI Portion	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit

	infrastructure to the Relevant Parcel. In such a case, the Relevant Parcel shall have the right to secure a Reimbursement Agreement from the City so that the costs of such additional provision and construction by the Relevant Parcel of the MBI otherwise required of such other Parcels is reimbursed to the Relevant Parcel at such time as such other Parcel(s) would have otherwise been responsible to provide such infrastructure, or at such other time/or by such means as is mutually agreed to by City and Master Developer.	Reimburse	
10.	When a Large Lot Parcel is further subdivided, it shall have its own separate SIA and attached Exhibit(s) containing relevant Master Conditions and any other Specific Conditions, as described herein.	SIA	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit
11.	These Master Conditions apply to Developer, and Developer's successors, as more specifically set forth in the Development Agreement, as amended over time.	Relevant Subsequent Approvals	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit
11.5	All MBI requirements regarding Lots 14 and 15 have been satisfied by separate agreement.	Separate agreement.	Satisfied.

<i>COA #</i>	<i>Developer Obligations</i>	<i>Implement.</i>	<i>Status</i>
46.	At Developer's expense, in a good and workmanlike manner, Developer shall furnish all required materials and labor for all of the relevant MBI shown on all Improvement Plans prepared by Developer's engineer of record, and submitted to and approved by City.	SIA	Applicable
47.	Developer shall do all work and furnish all materials necessary to complete the relevant MBI, Public Improvements, and/or Private Improvements work in accordance with the approved Improvement Plans for the relevant MBI, Public Improvements, and/or Private Improvements work, or with any changes required or ordered by said City's Engineer for the relevant MBI, Public Improvements, and/or Private Improvements work, which, in his/ her reasonable opinion, are necessary or required to complete the relevant MBI, Public Improvements, and/or Private Improvements work. All construction work on the relevant MBI, Public Improvements, and/or Private Improvements work must be performed solely by licensed contractors, and the word "Developer" when used in this Agreement shall mean and include all such licensed contractors performing such construction on Developer's behalf or account.	SIA	Applicable
48.	Completion of the relevant MBI, Public Improvements, and/or Private Improvements work shall be accomplished within 24 months of the execution of the relevant SIA, subject to the Developer protections provided by the Development Agreement, and subject to extensions granted by City. Additionally, to the extent greater than the Developer protections provided by the Development Agreement, City shall extend the relevant SIA, as needed, in the event "good cause" is shown by Developer.	SIA	Applicable
49.	Developer shall replace or have replaced, repair or have repaired, as the case may be, or pay to the City, the entire cost of replacements or repairs, of any and all public and/or private (non-Developer) property damaged or destroyed by reason of any work done on the relevant MBI, Public Improvements, and/or Private Improvements work under the	SIA	Applicable

	relevant SIA, whether such public property be owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or by any public or private corporation, partnership or association, or by any person whomsoever, or by any combination of such owners. Such replacement and/or repair cost shall not exceed the cost of such property damage or destruction suffered.		
50.	Developer shall, at Developer's sole expense, obtain all necessary permits and licenses for the approval and construction of the relevant MBI, Public Improvements, and/or Private Improvements work, give all necessary notices, and pay all fees and taxes required. Developer shall furnish to City proof of having obtained required workers' compensation insurance coverage prior to commencing any relevant MBI, Public Improvements, and/or Private Improvements work.	SIA	Applicable
51.	Developer shall ensure competent supervision of all relevant MBI, Public Improvements, and/or Private Improvements work at all times. The Developer, at Developer's expense, shall have a registered civil engineer establish the horizontal and vertical control survey, if necessary, to construct the relevant MBI, Public Improvements, and/or Private Improvements work in accordance with the plans and specifications for such relevant MBI, Public Improvements, and/or Private Improvements work.	SIA	Applicable
52.	Developer shall at all times maintain proper facilities and provide safe access for inspection to all parts of the work on the relevant MBI, Public Improvements, and/or Private Improvements work, and to the shops wherein the work is in preparation, to assure that the relevant MBI, Public Improvements, and/or Private Improvements work shall be done in accordance with the approved Improvement Plans for such relevant MBI, Public Improvements, and/or Private Improvements work.	SIA	Applicable
53.	Developer shall furnish to City all of the following: <ul style="list-style-type: none"> a) A surety bond or bonds in the amount equal to 100% of the estimated cost of the relevant MBI, Public Improvements, and/or Private Improvements work (\$3,265,605), as security for the faithful performance of all the provisions of the relevant SIA, including without limitation, the repair and reconstruction of defective work on the relevant MBI, Public Improvements, and/or Private Improvements work. Such surety bond shall remain in effect at a minimum of thirty-five (35) days beyond the date of Notice of Completion of the relevant MBI, Public Improvements, and/or Private Improvements work b) A surety bond or bonds in the amount equal to 50% of the estimated cost of the relevant MBI, Public Improvements, and/or Private Improvements work (\$1,632,803) as security to guarantee payment in full of all persons who perform labor upon or furnish materials to be used in construction of the relevant MBI, Public Improvements, and/or Private Improvements work. Such surety bond shall remain in effect at a minimum of thirty-five (35) days beyond the date of Notice of Completion of the relevant MBI, Public Improvements, and/or Private Improvements work. c) A surety bond in the amount of 10% of the estimated cost of the relevant MBI, Public Improvements, and/or Private Improvements work (\$326,561) as security for the warrantee of all the provisions of the 	SIA	Applicable

	<p>relevant SIA, including without limitation the repair and reconstruction of defective work provisions of such Agreement. Such surety bond shall remain in effect at a minimum of thirty-five (35) days beyond the date of Notice of Completion of the relevant MBI, Public Improvements, and/or Private Improvements work.</p> <p>d) All surety bonds referenced shall be prepared on the standard forms provided by City and available from City's Engineer.</p> <p>e) Consistent with the Development Agreement, other forms of surety – such as irrevocable letters of credit, cash deposits, savings account(s), certificate(s) payable to City, etc. - in a form equivalent to each said surety bonds may be proposed by Developer, and shall be accepted by City in place of such surety bonds described herein, provided such other form of surety is satisfactory to City's City Attorney, and provided that all legal expenses incurred by City in reviewing and approving said other forms of surety be paid by Developer.</p> <p>f) Developer shall maintain such surety bonds and/or approved other form of surety in full force and effect consistent with the terms of the relevant SIA, including any extensions of time to such relevant SIA.</p> <p>In the event Developer fails to meet the Developer obligation(s) for which the relevant surety bond or other form of approved surety was provided, then, contingent upon City having properly followed and exhausted the requirements of the Development Agreement, City shall have the right to call upon each such relevant surety bond or other approved form of surety to satisfy the Developer obligation(s) for which such relevant surety bond or other approved form of surety was provided to City.</p>		
54.	Title to, and ownership of, all relevant MBI and/or Public Improvements which are to be delivered to City as shown on the Improvement Plans shall vest absolutely in City upon completion and acceptance of such relevant MBI and/or Public Improvements by City, which City shall accept.	SIA	Applicable
55.	If, within a period of one (1) year after final acceptance by City of any MBI and/or Public Improvements work performed under the applicable SIA, any such MBI and/or Public Improvement work fails to fulfill any of the requirements of such applicable SIA or the Improvement Plans referred to therein, Developer shall, without delay and without any cost to City, repair or replace or reconstruct any such failure regarding such MBI and/or Public Improvements work. Any dispute between City and Developer on this topic shall be addressed through the provisions of the Development Agreement. City may, at its option, make the necessary repairs or replacements or perform the necessary work, again, with the provisions of the Development Agreement applying regarding the resolution of such City payment and actions. Likewise, City may, but shall not be required to and without limitation, draw upon the applicable surety bond or other approved form of security deposited by Developer and/or take such action as authorized under the relevant SIA and the Development Agreement.	SIA	Applicable
56.	Notwithstanding any other provision of an applicable SIA, neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under the applicable SIA.	SIA	Applicable
57.	Inspections, Improvement Plans review, and other services performed shall be pursuant to the Development Agreement.	SIA	Applicable

58.	The Development Agreement shall apply regarding all inspection, Improvement Plan review, and other services performed by City or others chosen by Developer after the execution of the relevant SIA.	SIA	Applicable
59.	In the event any notice of breach is given and surety is present, Developer's surety shall have the duty to take over and complete the work and the Public Improvements; provided, however, that if the surety, within ten (10) days after serving upon it such notice of breach, does not give City written notice of its intention to take over and complete the performance of the contract, and does not commence performance thereof within ten (10) days after notice to City of such election, City may take over the work and prosecute the same to completion by contract or any other method City may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to City for any direct costs or damages occasioned City thereby, and, in such event, City without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefor.	SIA	Applicable
60.	Developer shall not commence work under this contract until Developer shall have obtained all insurance required under this section and such insurance shall have been reasonably approved by City as to form, amount, and carrier. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement. Developer agrees that if the aforesaid insurance is not kept in full force and effect, City may terminate this Agreement upon ten (10) days prior notice to Developer, unless Developer delivers evidence of insurance to City within such ten (10) day period.	SIA	Applicable
61.	Developer shall take out and maintain during the Term of this SIA such insurance as shall protect City, its elected and appointed officials, officers, directors, attorneys, agents (including outside consultants), and employees and each of them,, and Developer and any agents and employees performing work covered by this contract from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from Developer's or any sub-contractor's operations under this contract, whether such operations be by Developer or by anyone directly or indirectly employed by Developer.	SIA	Applicable
62.	<p>The certificate or policy of insurance shall name the City (and such, other entities or individuals of the City as are indemnified under the contract, such as "... its elected and appointed officials, officers, directors, attorneys, agents, and employees...") as additional, or co-insureds with the Developer. The amounts of such insurance shall be as follows:</p> <ul style="list-style-type: none"> a) <u>Public Liability Insurance</u>. In an amount not less than \$1,000,000 for injuries, including, but not limited to, death to any one person and subject to the same limit for each person in an amount not less than <u>\$1,000, 000</u> on account of any one occurrence; b) <u>Property Damage Insurance</u>. In an amount of not less than \$1,000,000 for damage to the property of each person on account of any one occurrence; c) <u>Comprehensive Automobile Liability</u>. Bodily injury liability coverage of \$1,000,000 for each person in any one accident and \$1,000,000 for injuries sustained by two or more persons in any one accident. Property damage liability of \$1,000,000 for each accident. d) <u>Worker's Compensation Insurance</u>. In the amounts required by law. 	SIA	Applicable

63.	City shall not, nor shall any officer, agent or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring in the work specified in this Agreement prior to the completion, approval and/ or acceptance of the same; nor shall the City, nor any of its elected and appointed officials, officers, directors, attorneys, agents (including outside consultants), and employees and each of them, thereof, be liable for any persons or property injured by reason of said work or by reason of the acts or omissions of the Developer, its officers, agents or employees, in the performance of said work. Prior to the completion, approval, or acceptance of the work, the Developer agrees to indemnify, defend and save harmless the City, its elected and appointed officials, officers, directors, attorneys, agents (including outside consultants), and employees and each of them, from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from the Developer's operations or its services hereunder, including any workers' compensation suits, liability, or expense, arising from or connected with services by any person pursuant to this Agreement, whether arising from activities of Developer or any of Developer's contractors, subcontractors or by persons directly or indirectly employed by or acting as agent for Developer or arising out of the use of any patent or patented article in the construction of said work. Developer agrees to, and shall upon request, promptly and fully defend City and its elected and appointed officials, officers, directors, attorneys, agents (including outside consultants), and employees and each of them,, from any suits or actions at law or equity for damages caused, or alleged to have been caused, by reason of the activities hereinabove identified as being the responsibility of Developer.	SIA	Applicable
64.	Developer shall comply with all applicable provisions of the California Labor Code.	SIA	Applicable
65.	Developer shall at all times from the effective date of this Agreement to the completion and acceptance of the Public Improvements by the City, give good and adequate warning of each and every dangerous condition caused by the construction of said Public Improvements and will protect the traveling public therefrom.	SIA	Applicable
66.	Developer warrants that it has control of the real property reserved, or needed for the installation of the Public Improvements, and the streets in which it is to be placed, as is necessary to allow it to carry out its obligations under this Agreement.	SIA	Applicable
67.	The acquisition price and costs and all other expenses of obtaining all easements required for the Public Improvements shall be paid by Developer. All necessary easements for the Public Improvements to be dedicated to City, if not already conveyed to City, shall be granted to City concurrently with the inspection and acceptance by the City of the relevant MBI, an/or Public Improvements.	SIA	Applicable
68.	All service connection charges for the Public Improvements to be constructed to serve said parcel(s) of real property shall be the amounts described in the Development Agreement.	SIA	Applicable
69.	Upon the provision of reasonable notice, the City, its officers, agents, and employees and the Surety upon any bond shall have the right from and after the date of the execution of the relevant SIA to enter upon said parcel of real property and any property where appurtenant easements are located for purposes of inspection and investigation at any and all reasonable times.	SIA	Applicable
70.	When relevant to the MBI and/or Public Improvements work, Developer shall retain and pay the cost of the Geotechnical Engineer of Record to perform all testing and reporting of items including but not limited to, rough grading, sub-grade preparation	SIA	Applicable

	and compaction, concrete testing, and asphalt testing and compaction. Such reports shall be made available to City upon City's request.		
81.	Developer shall retain and pay the cost of the Engineer of Record to certify the Private Improvements are constructed to their satisfaction and at the places, at the grades, with the materials and in the manner shown upon the plans and specifications therefor approved by the City's Engineer.	SIA	Applicable

3. Mitigation Measures. All relevant and applicable Mitigation Measures set forth in the Specific Conditions for Lots 14 and 15 and in the Master Conditions shall apply to this Subdivision Improvement Agreement for Lots 14 and 15. Only those Mitigation Measures that are applicable regarding the recordation of the Final Map, and/or are applicable as part of the activity to occur pre-recordation of the Final Map, and/or are applicable as part of the activity to occur during the term of the Subdivision Improvement Agreement are hereby made a part of this Subdivision Improvement Agreement for Lots 14 and 15. Additionally, through an Assignment Agreement pursuant to the Development Agreement, a Purchase and Sale Agreement, and/or other agreement, Master Developer and its successor may determine rights and obligations regarding the satisfaction of the Mitigations Measures made a part of this Subdivision Improvement Agreement for Lots 14 and 15.

4. Term. Pursuant to Section 1.02(d) of the July 18, 2019 Development Agreement, this Subdivision Improvement Agreement shall have an initial Term of two (2) years from its Effective Date. Extensions of such two-year Term shall be allowed upon the showing of good cause. The existence of good cause shall be determined subject to the Development Agreement's requirement of Good Faith and Fair and Expeditious Dealing.

5. Resolution Process. Notwithstanding any other provision of this Subdivision Improvement Agreement, if requested by Developer, the "Resolution Process" set forth in Section 2.03(b) of the July 18, 2019 Development Agreement shall apply to (a) any City claim of Developer breach of this Subdivision Improvement Agreement; or (b) any other dispute between Developer and City under this Subdivision Improvement Agreement.

6. Notices: Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other shall be in writing and either served personally or sent by certified mail, postage prepaid, return receipt requested, or delivered by a nationally recognized overnight delivery service such as Federal Express or United Parcel Service, charges prepaid or charged to the sender's account.

Notices required to be given to City shall be addressed as follows:

City of American Canyon
 Attention: Public Works Director/City Engineer
 4381 Broadway, Suite 201
 American Canyon, California 94503

And with copies to:

William D. Ross, Esq.
 Law Office of William D. Ross
 400 Lambert Street

Palo Alto, California 94306

Notices required to be given to Developer shall be addressed as follows:

D.R. Horton BAY, Inc.
Attention Project Manager Watson Ranch 14/15
3000 Executive Parkway, Suite 100
San Ramon, CA 94583

Notices shall be deemed to be received and effective when: (i) personally delivered; (ii) one (1) day after the date of forwarding by overnight courier; or (iii) if mailed, three (3) days after the date of mailing. Notices required to be given any surety shall be addressed to its address shown on its bond or other instrument. Any Party and/or any surety may change such notice address by providing notice of such changed address in the notice manner required by this Section 6. Thereafter, notices shall be addressed and transmitted to such new address.

7. Jurisdiction and Venue. The interpretation, validity, and enforcement of this Development Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Development Agreement shall be filed and heard in a court of competent jurisdiction in Napa County.

8. Waivers. Waiver of a breach or default under this Subdivision Improvement Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Subdivision Improvement Agreement.

9. Entire Agreement. This Subdivision Improvement Agreement may be executed in multiple originals, each of which is deemed to be an original. This Subdivision Improvement Agreement Development Agreement, including these pages and all documents incorporated by reference herein, constitute the entire understanding and agreement of the Parties.

10. Signatures. The individuals executing this Subdivision Improvement Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Subdivision Improvement Agreement on behalf of the respective legal entities of Developer and City. This Subdivision Improvement Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, as set forth in this Subdivision Improvement Agreement.

IN WITNESS WHEREOF, City and Developer have executed this Subdivision Improvement Agreement Development Agreement as of the date first hereinabove written, the Effective date.

"City":

CITY OF AMERICAN CANYON, a municipal corporation

By: _____
Jason Holley, City Manager

[SIGNATURES CONTINUED ON NEXT PAGE]

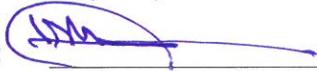
[February 11, 2022]

APPROVED AS TO FORM:

By: _____
William D. Ross, City Attorney

"Developer":

D.R. Horton BAY, Inc., a Delaware corporation

By:  _____
Chris Zaballos, Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

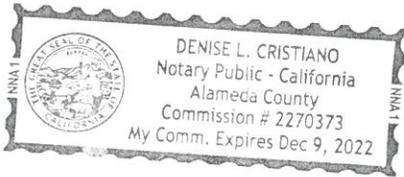
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Alameda)
On 2/14/22 before me, Denise L. Cristiano, Notary
Date Here Insert Name and Title of the Officer
personally appeared Chris Zaballos
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Denise L. Cristiano
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



TITLE

Senior Multi-Use Center Name Change

RECOMMENDATION

Adopt a Resolution renaming of the City's Senior Multi-Use Center to the Adult Activity Center.

CONTACT

Alexandra Ikeda, Parks and Recreation Director

BACKGROUND & ANALYSIS

Since 2010, the American Canyon Senior Multi-Use Center has served our active adult community by providing a wide variety of programs and services that encourages and promotes health and wellness, provide necessary and vital resources, create a sense of place and belonging, and foster long-lasting relationships.

American Canyon strives to remain relevant and connected to our program participants and community. Staff is aware some active adult community members are disconnected from our program offerings because the word "senior" is part of the name of our facility. This is not unique or specific to the American Canyon, nationwide traditional "Senior Centers" are recreating programs and services, and removing the word "senior" from program offerings and marketing to remain relevant and connected to their adult community.

Since 2019, Parks and Recreation staff has been working with the Senior Steering Committee and surveying program participants and community members, we recommend renaming the Senior Multi-Use Center to the Adult Activity Center. Staff believes this simple name change will allow us to better connect and engage with all adults within American Canyon, boost participation and enrollment, and create a sense of place that is inclusive and enjoyable for all. In addition to new signage, a re-branding effort will be undertaken to in create awareness and excitement about the Adult Activity Center and its offerings.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

The Parks and Recreation Department applied and was awarded a \$5,000 grant from the Solano County Foundation and the United Way Health Endowment Fund. This grant can be used for general senior center operations, where we have identified \$2,500 to purchase and install updated facility signage with the name change. The sign will be purchased and installed through Fast Signs. The remaining grant monies will be used to promote and expand active adult programs and services at the center.

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

1. [Resolution - Renaming of the Senior Multi-Use Center](#)
2. [Adult Activity Center Sign](#)

RESOLUTION NO. 2022- _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON RENAMING
OF THE CITY'S SENIOR MULTI-USE CENTER TO THE ADULT ACTIVITY CENTER**

WHEREAS, the center has served all active adults within the City of American Canyon since 2010; and

WHEREAS, the center is a community resource and the City's gateway to connect to our active adult community that can help them stay healthy and independent; and

WHEREAS, the center encourages health and wellness, provides necessary and vital resources, creates a sense of belonging, and fosters long-lasting relationships; and

WHEREAS, the center provides a space for the City's active adult community to gather, socialize, and spend time with one another in an enjoyable, fun, and engaging environment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby rename the City of American Canyon's Senior Multi-Use Center to the Adult Activity Center.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 15th day of February, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Leon Garcia, Mayor

ATTEST:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

Use Calibri font 11 pt.
Use 1 inch margins, top, bottom and sides



FASTSIGNS More than fast. More than signs. SM <small>10215 Eisenhower Parkway, P.O. Box 10000, Houston, TX 77255 PH: 281-232-2715 • 1-800-999-9999 • www.fastsigns.com</small>	Order: 55825	Product: Digital Print 6mm-ACM Panel w/ Graftite Laminates.
	Size: 56" x 120"	
	Total Qty: 1	



TITLE

Mid Year Budget Adjustment for Fiscal Year 2021-22

RECOMMENDATION

Adopt a Resolution of the City Council of the City of American Canyon approving Mid-Year Budget Amendments to the Fiscal Year 2021-22 Budget.

CONTACT

Lincoln Bogard, Finance Director

BACKGROUND & ANALYSIS

The City adopts a budget each June for the upcoming fiscal year. It covers the time period of “one-year” (July 1 through June 30). Thereafter, staff routinely monitors expenditures and revenues on a monthly basis. After the completion of the prior fiscal year’s Annual Comprehensive Financial Report (ACFR) near the mid-term of the fiscal year, staff undertakes a comprehensive review of the City’s financial position. The City received its unmodified “clean” opinion from our external auditors on December 30, 2021. After incorporating those results, this proposed mid year budget amendment estimates revenue and expenditure/expense expectations and needs for the remainder of the current fiscal year.

During the “Mid Year Budget Review” process, staff compares their respective departments’ actual revenue and expenditures, expectations for the remainder of the fiscal year, and compares those results to amounts budgeted. This fiscal year’s process includes activity posted through December 31, 2020. It also includes analysis about planned work not yet complete and unplanned work that is desired before the end of the fiscal year. This includes any added, unplanned work to this “Mid-Year Budget Review” and associated Mid-Year Budget Amendments for that are included.

Staff presented “draft” Fiscal Year 2020-21 financial statements to the Finance Committee on December 16, 2021 and “final” audited results to Council on January 18, 2022. Based on the reported results and taking into consideration feedback in those meetings, staff proposes certain Mid-Year Budget Amendments, which are detailed in Exhibit A as well as a detailed report, which will be added to the City’s new transparency portal, which shows request at the fund level and at more granular and aggregate levels.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

The General Fund net increase in appropriations from the mid year budget amendment process is \$730,968. The increase in expenditures is \$1,032,232 and the increase in revenues is \$301,264. The revised net budgeted shortfall is \$1,020,143, which is expected to bring unassigned General Fund fund balance down to \$2,830,083. After expected funding of reserves at fiscal year end in the estimated amount of \$156,230 for the contingency reserve and 481,640 for the capital projects reserve, the unassigned fund balance is expected to be about \$2,192,213 at the close of operations for this fiscal year.

The General Fund Legal Services adopted expenditure budget for this fiscal year was \$641,800 and is currently unchanged since adoption in June. So far this year, \$422,206 has been expended. The requested amendment is for an increase of \$320,000, which will bring the budget to \$962,000.

Special Revenue Fund appropriation amendments total \$461,700, which is comprised of an increase in expenditures of \$2,073,683 and an increase in revenues of \$1,611,983. The revised net loss is \$1,095,757 and estimated ending fund balances for City funds is \$12,218,535.

Capital Projects Fund appropriation amendments total (\$1,460,410), which is comprised of an increase in expenditures of \$1,644,650 and an increase in revenues of \$3,105,060. The revised net loss is \$2,567,565 and estimated ending fund balances for City funds is \$5,811,231.

Debt Service Fund appropriation amendments total \$350, which is comprised of an increase in expenditures of \$36,981 and an increase in revenues of \$36,631. The revised net income is \$0 and estimated ending fund balances for City funds is \$64,597.

Water Enterprise Fund appropriation amendments total \$2,073,292, which is comprised of an increase in expenditures of \$1,906,537 and a decrease in revenues of \$166,756. The revised net loss is \$4,587,991 and estimated ending net position for City funds is \$35,599,133. The unrestricted net position is expected to be \$9,079,778 or more, due to the fact that this does not include capital asset changes and other long-term income statement items. While depreciation is budgeted, it is not included in the unrestricted net position here since it impacts Net Investment in Capital Assets.

Wastewater Enterprise Fund appropriation amendments total \$234,881, which is comprised of an increase in expenditures of \$1,124,547 and an increase in revenues of \$889,666. The revised net loss is \$4,857,962 and estimated ending net position for City funds is \$26,773,205. The unrestricted net position is expected to be \$7,524,718 or more, due to the fact that this does not include capital asset changes and other long-term income statement items. While depreciation is budgeted, it is not included in the unrestricted net position here since it impacts Net Investment in Capital Assets.

Recycled Water Enterprise Fund appropriation amendments total \$28,146, which is comprised of an increase in expenditures of \$286,008 and an increase in revenues of \$257,862. The revised net loss is \$96,746 and estimated ending net position for City funds is negative \$969,179. The unrestricted net position is expected to be negative \$5,489,928 or more positive, due to the fact that this does not include capital asset changes and other long-term income statement items. While depreciation is budgeted, it is not included in the unrestricted net position here since it impacts Net Investment in Capital Assets.

Internal Service Fund appropriation amendments total \$67,108, which is comprised of an increase in expenditures of \$77,988 and an increase in revenues of \$10,880. The revised net loss is \$428,348 and estimated ending net position for City funds is \$527,259. The unrestricted net position is expected to be \$80,168 or more positive, due to the fact that this does not include capital asset changes and other long-term income statement items. While depreciation is budgeted, it is not included in the unrestricted net position here since it impacts Net Investment in Capital Assets.

ENVIRONMENTAL REVIEW

Not applicable.

ATTACHMENTS:

- [1. Resolution - Mid-Year Budget Amendment](#)
- [2. FY 2021-22 Mid-Year Budget Adjustments Worksheet](#)

RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON
APPROVING MID-YEAR BUDGET AMENDMENTS TO THE FISCAL YEAR 2021-22
BUDGET**

WHEREAS, the City Council reviewed the Fiscal Year 2021-22 Budget versus actual revenue and expenditure reports through February 3, 2021; and

WHEREAS, staff also reviewed the General Fund and discussed variances and general operations and noted that the City’s revenues are not expected to exceed the estimated budget by the end of the fiscal year and that overall expenditures are expected to be in line with staff reporting of expectations during the presentation of the Fiscal Year 2020-21 Annual Comprehensive Financial Report on January 18, 2022; and

WHEREAS, there are some recommended changes to revenue and expense budgets that result from unforeseen or unanticipated events when the Fiscal Year 2021-22 Budget was adopted by the City Council on June 1, 2021 and require amendments to the budget as stated in Exhibit A, attached hereto and made a part thereof.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby resolves to approve the budget amendments attached hereto as Exhibit A.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 15th day of February, 2022, by the following vote:

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

Leon Garcia, Mayor

ATTEST:

Taresa Guilfuss, City Clerk

William D. Ross, City Attorney

Fund	Fund Description	Revenues Adopted	Expenditures Adopted	Revenues Amended-To-Date	Expenditures Amended-To-Date	Revenues Mid-Year Adjustment	Expenditures Mid-Year Adjustment	Revenues Revised Amended	Expenditures Revised Amended	Net Income Revised Expected
100	100 GENERAL FUND	22,477,050.00	22,559,250.00	22,477,050.00	22,602,224.88	(79,173.00)	1,032,232.18	22,397,877.00	23,634,457.06	(1,236,580.06)
105	105 DEVELOPER PROJECTS	491,000.00	405,000.00	741,000.00	905,000.00	380,437.25	-	1,121,437.25	905,000.00	216,437.25
210	210 STORM DRAIN/MEASURE A	55,300.00	525,000.00	55,300.00	525,000.00	34,349.00	770,000.00	89,649.00	1,295,000.00	(1,205,351.00)
211	211 MEASURE T	1,504,300.00	1,223,700.00	1,504,300.00	1,223,700.00	(326,875.00)	676,546.00	1,177,425.00	1,900,246.00	(722,821.00)
212	212 GAS TAX/ROAD MAINTENANCE	518,765.00	706,700.00	518,765.00	706,700.00	13,983.00	127,000.00	532,748.00	833,700.00	(300,952.00)
213	213 GAS TAX RMRA	407,800.00	445,000.00	407,800.00	445,000.00	25,483.00	(220,000.00)	433,283.00	225,000.00	208,283.00
215	215 CALHOME PROGRAM	660,000.00	660,000.00	660,000.00	660,000.00	14.00	-	660,014.00	660,000.00	14.00
216	216 CDBG - REHAB LOAN PROGRAM	1,200.00	-	1,200.00	-	3,193.00	-	4,393.00	-	4,393.00
217	217 HOME PROGRAM	750,000.00	750,000.00	750,000.00	750,000.00	(681,442.00)	-	68,558.00	750,000.00	(681,442.00)
218	218 STATE SUPP LAW ENF (COPS)	140,700.00	140,000.00	140,700.00	140,000.00	82,658.00	83,346.00	223,358.00	223,346.00	12.00
220	220 BEGIN PROGRAM	68,000.00	96,000.00	68,000.00	96,000.00	(34,000.00)	-	34,000.00	96,000.00	(62,000.00)
222	222 SAFE ROUTE TO SCHOOL GRANT	-	-	-	-	-	-	-	-	-
226	226 TFCA GRANT	-	-	-	-	-	-	-	-	-
230	230 STATE GRANTS	5,556,450.00	5,556,450.00	5,556,450.00	5,556,450.00	-	704,679.00	5,556,450.00	6,261,129.00	(704,679.00)
240	240 FEDERAL GRANTS	1,947,925.00	1,947,925.00	4,396,953.00	1,947,925.00	2,449,028.00	-	6,845,981.00	1,947,925.00	4,898,056.00
242	242 FARMERS MARKET	-	-	-	-	-	-	-	-	-
252	252 NEWELL OPEN SPACE PRESERVE	6,300.00	10,600.00	6,300.00	10,600.00	783.00	-	7,083.00	10,600.00	(3,517.00)
254	254 LAVIGNE OPEN SPACE MAINTEN	1,400.00	8,000.00	1,400.00	8,000.00	(967.00)	-	433.00	8,000.00	(7,567.00)
261	261 LLAD Zone 1, LaVigne	186,400.00	158,000.00	186,400.00	158,000.00	9,209.00	(685.00)	195,609.00	157,315.00	38,294.00
262	262 LLAD Zone 2, Vintage Ranch	260,300.00	225,400.00	260,300.00	225,400.00	25,490.00	34,147.00	285,790.00	259,547.00	26,243.00
263	263 LLAD Zone 3, Napa Junction	165,600.00	72,200.00	165,600.00	72,200.00	19,606.00	-	185,206.00	72,200.00	113,006.00
270	270 ZERO WATER FOOTPRINT	-	-	-	-	-	-	-	-	-
275	275 GP UPDATE FEE FUND	14,800.00	54,800.00	14,800.00	54,800.00	(13,797.00)	-	1,003.00	54,800.00	(53,797.00)
280	280 CANNABIS FUND	5,000.00	2,000.00	5,000.00	8,900.00	-	-	5,000.00	8,900.00	(3,900.00)
281	281 COMM FACILITIES DIST FUND	5,056,700.00	7,801,350.00	5,056,700.00	7,801,350.00	4,238.00	(101,350.00)	5,060,938.00	7,700,000.00	(2,639,062.00)
282	282 LEGAL SETTLEMENT	-	-	-	-	1,030.00	-	1,030.00	-	1,030.00
310	310 PARKS IMPACT FEE FUND	23,300.00	294,900.00	23,300.00	294,900.00	(5,485.00)	30,000.00	17,815.00	324,900.00	(307,085.00)
320	320 TRAFFIC IMPACT FEE FUND	305,100.00	2,075,775.00	305,100.00	2,075,775.00	926,325.00	195,882.00	1,231,425.00	2,271,657.00	(1,040,232.00)
330	330 CIVIC IMPACT FEE FUND	188,600.00	-	188,600.00	-	(164,398.00)	-	24,202.00	-	24,202.00
340	340 AFFORDABLE HOUSING	430,600.00	138,300.00	430,600.00	138,300.00	(379,738.00)	(8,300.00)	50,862.00	130,000.00	(79,138.00)
350	350 CAPITAL PROJECTS	17,367,300.00	19,250,600.00	17,367,300.00	19,250,600.00	2,798,965.00	1,017,068.00	20,166,265.00	20,267,668.00	(101,403.00)
360	360 AMCAN RD E ASSMT DIST	400.00	314,900.00	400.00	314,900.00	(293.00)	-	107.00	314,900.00	(314,793.00)
370	370 ZERO WATER FOOTPRINT	158,700.00	427,500.00	158,700.00	427,500.00	(70,707.00)	250,000.00	87,993.00	677,500.00	(589,507.00)
380	380 UTILITY UNDERGROUND FUND	-	-	-	-	391.00	160,000.00	391.00	160,000.00	(159,609.00)
410	410 2012 LEASE REV DEBT SVC	350.00	-	350.00	-	(350.00)	-	-	-	-
420	420 CABERNET VILLAGE LSE DS	98,400.00	98,400.00	98,400.00	98,400.00	(165.00)	(165.00)	98,235.00	98,235.00	-
430	430 BROADWAY PROP DEBT SVC	-	-	-	-	-	-	-	-	-
440	440 ENGIE EQUIP/LEASE DEBT SVC	-	-	-	-	37,146.00	37,146.00	37,146.00	37,146.00	-
510	510 WATER OPERATIONS	8,625,100.00	12,241,800.00	8,625,100.00	12,241,800.00	75,261.00	418,593.50	8,700,361.00	12,660,393.50	(3,960,032.50)
515	515 WTR DEBT SERVICE FUND	-	-	-	-	89,643.00	89,643.00	89,643.00	89,643.00	-
520	520 WATER CAPACITY FEE FUND	1,285,200.00	183,200.00	1,285,200.00	183,200.00	(330,660.00)	1,399,300.00	954,540.00	1,582,500.00	(627,960.00)
530	530 WATER CIP	1,381,000.00	1,381,000.00	1,381,000.00	1,381,000.00	(1,000.00)	(1,000.00)	1,380,000.00	1,380,000.00	-
540	540 WASTEWATER OPERATIONS	4,670,000.00	10,173,681.00	4,670,000.00	10,173,681.00	60,567.00	(390,695.00)	4,730,567.00	9,782,986.00	(5,052,419.00)
545	545 WW DEBT SERVICE FUND	678,631.00	407,331.08	678,631.00	407,331.08	(147,975.00)	(346,294.08)	530,656.00	61,037.00	469,619.00
550	550 WASTEWATER CAPACITY FEE	579,200.00	47,200.00	579,200.00	47,200.00	(50,424.00)	200,000.00	528,776.00	247,200.00	281,576.00
560	560 WW CIP	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,028,854.00	1,661,536.00	2,528,854.00	3,161,536.00	(632,682.00)
570	570 WW CAPITAL RESERVE	77,300.00	-	77,300.00	-	(1,356.00)	-	75,944.00	-	75,944.00
580	580 RECYCLED WATER FUND	122,700.00	191,300.00	122,700.00	191,300.00	7,862.00	36,008.00	130,562.00	227,308.00	(96,746.00)
585	585 RECYCLED WTR CAPACITY FEE	-	-	-	-	-	-	-	-	-
590	590 RECYCLED WATER CIP	570,400.00	570,400.00	570,400.00	570,400.00	250,000.00	250,000.00	820,400.00	820,400.00	-

Fund	Fund Description	Revenues Adopted	Expenditures Adopted	Revenues Amended-To-Date	Expenditures Amended-To-Date	Revenues Mid-Year Adjustment	Expenditures Mid-Year Adjustment	Revenues Revised Amended	Expenditures Revised Amended	Net Income Revised Expected
601	601 LAVIGNE SAD REASSMT REV BO	-	-	-	-	-	-	-	-	-
602	602 AMCAN RD E INF REV BOND	-	-	-	-	-	-	-	-	-
603	603 COMM FACILITIES DISTRICT	-	5,000,000.00	-	5,000,000.00	-	-	-	5,000,000.00	(5,000,000.00)
610	610 TOURISM IMPROVEMENT DIST	229,900.00	204,000.00	229,900.00	204,000.00	(229,900.00)	(204,000.00)	-	-	-
651	651 ISF - BLDG MAINTENANCE	593,300.00	678,800.00	593,300.00	678,800.00	337.00	(9,808.00)	593,637.00	668,992.00	(75,355.00)
652	652 ISF - FLEET	889,800.00	1,093,200.00	889,800.00	1,093,200.00	11,094.00	(9,124.00)	900,894.00	1,084,076.00	(183,182.00)
653	653 ISF - INFO TECHNOLOGY	615,400.00	627,540.00	615,400.00	687,540.00	(551.00)	96,920.00	614,849.00	784,460.00	(169,611.00)
654	654 ISF - LEGAL SERVICES	184,800.00	185,000.00	184,800.00	185,000.00	-	-	184,800.00	185,000.00	(200.00)
	TOTAL	80,850,471.00	100,432,202.08	83,549,499.00	101,042,076.96	5,816,690.25	7,978,625.60	89,366,189.25	109,020,702.56	(19,654,513.31)



TITLE

"NO on Initiative 21-0042A1" Coalition

RECOMMENDATION

Adopt a Resolution opposing Initiative 21-0042A1, joining American Canyon to the NO on Initiative 21-0042A1 coalition, and directing staff to email a copy of this adopted resolution to the League of California Cities at BallotMeasures@calcities.org.

CONTACT

Jason Holley, City Manager

BACKGROUND & ANALYSIS

In 2018, the "Tax Fairness, Transparency and Accountability Act" or [AG# 17-0050 Amdt. #1](#), was being circulated to qualify for the November 2018 ballot. This initiative would have drastically limited local revenue authority.

Through the successful work and advocacy of the League of California Cities and its coalition, the measure's proponents withdrew the initiative from the ballot in June 2018.

On Jan. 4, 2022, the California Business Roundtable filed the Taxpayer Protection and Government Accountability Act or [AG# 21-0042A1](#). This measure is far more detrimental to cities than the measure filed in 2018, because it would decimate vital local and state services to the benefit of wealthy corporations.

Cal Cities, along with a broad coalition of local governments, labor and public safety leaders, infrastructure advocates, and businesses, strongly oppose this initiative.

SUMMARY

The Taxpayer Protection and Government Accountability Act limits voters' authority, adopts new and stricter rules for raising taxes and fees, and makes it more difficult to hold violators of state and local laws accountable.

WHAT WOULD THIS MEASURE SPECIFICALLY DO?

1) Limit voter authority and accountability

- Limits voter input. Prohibits local voters from providing direction on how local tax dollars should be spent by prohibiting local advisory measures.
- Invalidates the Upland decision that allows a majority of local voters to pass special taxes. Taxes proposed by the Initiative are subject to the same rules as taxes placed on the ballot by a city council. All measures passed between January 2022 and November 2022 would be invalidated unless reenacted within 12 months.

2) Restrict local fee authority to provide local services

- Impacts franchise fees. Sets new standard for fees and charges paid for the use of local and state government property. The standard may significantly restrict the amount oil companies, utilities, gas companies, railroads, garbage companies, cable companies, and other corporations pay for the use of local public property. Rental and sale of local government property must be “reasonable” which must be proved by “clear and convincing evidence.”
- Except for licensing and other regulatory fees, fees and charges may not exceed the “actual cost” of providing the product or service for which the fee is charged. “Actual cost” is the “minimum amount necessary.” The burden to prove the fee or charge does not exceed “actual cost” is changed to “clear and convincing” evidence.

3) Restrict authority of state and local governments to issue fines and penalties for violations of law

- Requires voter approval of fines, penalties, and levies for corporations and property owners that violate state and local laws unless a new, undefined adjudicatory process is used to impose the fines and penalties.

4) Restrict local tax authority to provide local services

- Requires voter approval to expand existing taxes (e.g., UUT, use tax, TOT) to new territory (e.g., annexation) or expanding the base (e.g., new utility service).
- City charters may not be amended to include a tax or fee.
- New taxes can be imposed only for a specific time period.
- Taxes adopted after Jan. 1, 2022, that do not comply with the new rules, are void unless reenacted.
- All state taxes require majority voter approval.
- Prohibits any surcharge on property tax rate and allocation of property tax to state.

5) Other changes

- No fee or charge or exaction regulating vehicle miles traveled can be imposed as a condition of property development or occupancy.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Not applicable.

FISCAL IMPACT

There is no fiscal impact to joining the coalition.

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

1. Resolution - No on 21-0042A1 Initiative
2. CBRT Measure Opposition Fact Sheet
3. CBRT Fiscal Analysis
4. Legal Analysis
5. Initiative 21-0042A1

RESOLUTION NO. 2022- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON OPPOSING INITIATIVE 21-0042A1 AND JOINING THE NO ON INITIATIVE 21-0042A1 COALITION

WHEREAS, an association representing California’s wealthiest corporations is behind a deceptive proposition aimed for the November 2022 statewide ballot; and

WHEREAS, the measure creates new constitutional loopholes that allow corporations to pay far less than their fair share for the impacts they have on our communities, including local infrastructure, our environment, water quality, air quality, and natural resources; and

WHEREAS, the measure includes undemocratic provisions that would make it more difficult for local voters to pass measures needed to fund local services and infrastructure, and would limit voter input by prohibiting local advisory measures where voters provide direction on how they want their local tax dollars spent; and

WHEREAS, the measure makes it much more difficult for state and local regulators to issue fines and levies on corporations that violate laws intended to protect our environment, public health and safety, and our neighborhoods; and

WHEREAS, the measure puts billions of dollars currently dedicated to state and local services at risk, and could force cuts to public schools, fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to support homeless residents, mental health services, and more; and

WHEREAS, the measure would also reduce funding for critical infrastructure like streets and roads, public transportation, drinking water, new schools, sanitation, and utilities.

THEREFORE, BE IT RESOLVED that the City of American Canyon opposes Initiative 21-0042A1.

THEREFORE, BE IT FURTHER RESOLVED, that the City of American Canyon will join the NO on Initiative 21-0042A1 coalition, a growing coalition of public safety, labor, local government, infrastructure advocates, and other organizations throughout the state. We direct staff to email a copy of this adopted resolution to the League of California Cities at BallotMeasures@calcities.org.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 15th day of February 2022, by the following vote:

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

Leon Garcia, Mayor

ATTEST:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

Stop the Corporate Loopholes Scheme

Deceptive Proposition Allows Major Corporations to Avoid Paying their Fair Share and Evade Enforcement when they Violate Environmental, Health & Safety Laws

An association representing California's wealthiest corporations — including oil, insurance, banks and drug companies — is behind a deceptive proposition aimed for the November 2022 statewide ballot. Their measure would create major new loopholes that allow corporations to avoid paying their fair share for the impacts they have on our communities; while also allowing corporations to evade enforcement when they violate environmental, health, safety and other state and local laws. Here's why a broad coalition of local governments, labor and public safety leaders, infrastructure advocates, and businesses **oppose** the Corporate Loophole Scheme:

Gives Wealthy Corporations a Major Loophole to Avoid Paying their Fair Share - Forcing Local Residents and Taxpayers to Pay More

- The measure creates new constitutional loopholes that **allow corporations to pay far less than their fair share for the impacts they have on our communities**, including local infrastructure, our environment, water quality, air quality, and natural resources – shifting the burden and making individual taxpayers pay more.

Allows Corporations to Dodge Enforcement When They Violate Environmental, Health, Public Safety and Other Laws

- The deceptive scheme creates new loopholes that makes it much more difficult for state and local regulators to issue fines and levies on corporations that violate laws intended to protect our environment, public health and safety, and our neighborhoods.

Jeopardizes Vital Local and State Services

- This far-reaching measure **puts at risk billions of dollars currently dedicated to critical state and local services**.
- It could **force cuts** to public schools, fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to support homeless residents, mental health services and more.
- It would also **reduce funding for critical infrastructure** like streets and roads, public transportation, drinking water, new schools, sanitation, utilities and more.

Opens the Door for Frivolous Lawsuits, Bureaucracy and Red Tape that Will Cost Taxpayers and Hurt Our Communities

- The measure will encourage **frivolous lawsuits, bureaucracy and red tape that will cost local taxpayers millions** — while significantly **delaying and stopping investments in infrastructure and vital services**.

Undermines Voter Rights, Transparency, and Accountability

- This misleading measure changes our constitution to make it more difficult for local voters to pass measures needed to fund local services and local infrastructure.
- It also includes a hidden provision that **would retroactively cancel measures that were passed by local voters** — effectively undermining the rights of voters to decide for themselves what their communities need.
- It would **limit voter input** by prohibiting local advisory measures, where voters provide direction to politicians on how they want their local tax dollars spent.

Fiscal and Program Effects of Initiative 21-0042A1 on Local Governments

If Initiative 21-0042A1 is placed on the ballot and passed by voters, it will result in:

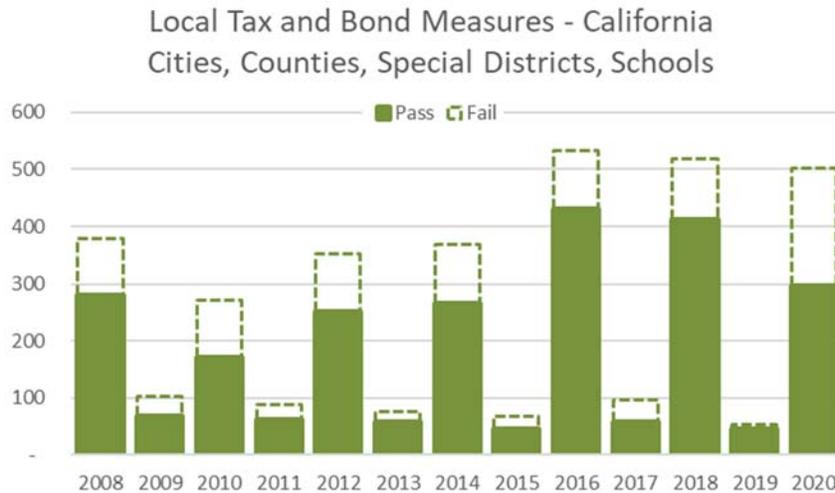
- Billions of local government fee and charge revenues placed at heightened legal peril. Related public service reductions across virtually every aspect of city, county, special district, and school services especially for transportation, and public facility use.
- Hundreds of millions of dollars of annual revenues from dozens of tax and bond measures approved by voters between January 1, 2022 and November 9, 2022 subject to additional voter approval if not in compliance with the initiative.
- Indeterminable legal and administrative burdens and costs on local government from new and more empowered legal challenges, and bureaucratic cost tracking requirements.
- The delay and deterrence of municipal annexations and associated impacts on housing and commercial development.
- Service and infrastructure impacts including in fire and emergency response, law enforcement, public health, drinking water, sewer sanitation, parks, libraries, public schools, affordable housing, homelessness prevention and mental health services.

1. Local Government Taxes and Services Threatened

With regard to taxes, Initiative 21-0042A1:

- Prohibits advisory, non-binding measures as to use of tax proceeds on the same ballot.
 - Voters may be less informed and more likely to vote against measures.
- Eliminates the ability of special tax measures proposed by citizen initiative to be enacted by majority voter approval (*Upland*).
 - Because the case law regarding citizen initiative special taxes approved by majority vote (Upland) is so recent, it is unknown how common these sorts of measures might be in the future. This initiative would prohibit such measures after the effective date of the initiative. Any such measures adopted after January 1, 2022 through November 8, 2022 would be void after November 9, 2023.
- Requires that tax measures include a specific duration of time that the tax will be imposed. This seems to require that all tax increases or extensions contain a sunset (end date).
 - This would require additional tax measures to extend previously approved taxes at additional cost to taxpayers.
- Requires that a tax or bond measure adopted after January 1, 2022 and before the effective date of the initiative (November 9, 2022) that was not adopted in accordance with the measure be readopted in compliance with the measure or will be void twelve months after the effective date of the initiative (November 9, 2023).
 - If past election patterns are an indication, dozens of tax and bond measures approving hundreds of millions of annual revenues may not be in compliance and would be subject to reenactment. Most will be taxes without a specific end date. Because there is no regularly scheduled election within the 12 months following the effective date of the initiative, measures not in compliance would need to be placed on a special election ballot for approval before November 9, 2023 or the tax will be void after that date. General tax measures would require declaration of emergency and unanimous vote of the governing board.

- Requires voter approval to expand an existing tax to new territory (annexations). This would require additional tax measures and would deter annexations and land development in cities.
 - If a tax is "extended" to an annexed area without a vote after January 1, 2022, it will be void 12 months later until brought into compliance. Because there is no regularly scheduled election within the 12 months following the effective date of the initiative, such extensions for general taxes would, under current law, each require unanimous vote of the agency board to be placed on a special election ballot or would be void after November 9, 2023.



1.a. Number of Measures and Value of Local Taxes at Risk¹

In 2020, voters in California approved 293 local tax and bond measures for cities, counties, special districts and schools (95 in March and 198 in November). The approved measures enacted \$3.85 billion in new annual taxes including \$1.3 billion for cities, \$302 million for counties, \$208 million for special districts (fire, wastewater, open space and transit districts), and \$2.037 billion for schools (including for school bonds).

Most tax measures go to the ballot during a presidential or gubernatorial primary or general election in an even year. However, some tax measures are decided at other times. During 2019, there were 45 approved tax and bond measures (24 city, 14 special district, 7 school) adopting \$154.0 million in new annual taxes (\$124.0 million city, \$10.5 million special district and \$19.2 million school).

Most tax and bond measures comply with the new rules in Initiative 21-0042Amdt#1 except:

- Dozens of taxes would require end dates. This would require additional measures in future years to extend the taxes further. Very few extensions of existing local taxes fail.
- Majority vote general tax measures could not be accompanied on the same ballot with an advisory, non-binding measure as to use of tax proceeds.
- Special taxes placed on the ballot via citizen initiative would require two-thirds voter approval.

Bond measures have fixed terms. Historically, about 20 percent of other tax measures have included specific durations (i.e. sunsets). Advisory measures as to use of revenues are uncommon. I do not expect the provisions of 21-0042A1 to have any substantial effect on passage rates. However, some 2022 approved measures would likely have to put back on the ballot.

Based on history, a reasonable estimate of the annualized tax revenues estimated to be approved by

¹ Source: Compilation and summary of data from County elections offices.

voters in 2022 and placed at risk by this initiative is at least **\$1.5 billion, including \$1.0 billion from cities and \$500 million from counties and special districts.**²

1.b. Additional Costs and Public Service Effects of the Tax Provisions

In addition to service delays and disruption due to new tax revenues placed at greater legal risk, there will be substantial additional costs for legal defense. The deterrence of taxes for annexations will delay and deter municipal annexations.

2. “Exempt Charges” (fees and charges that are not taxes) and Services Threatened

With regard to fees and charges adopted after January 1, 2022, Initiative 21-0042A1:

- Subjects new fees and charges for a product or service to a new "actual cost" test defined as "(i) the minimum amount necessary to reimburse the government for the cost of providing the service to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In addition, subjects these same charges to a new, undefined, "reasonable" standard.
- Subjects fees and charges for entrance to local government property; and rental and sale of local government property to a new, undefined, "reasonable" test.
- Subjects a challenged fee or charge to new, higher burdens of proof if legally challenged.
- Prohibits a levy, charge or exaction regulating or related to vehicle miles traveled, imposed as a condition of property development or occupancy.

2.a. Value on New Local Government Fees and Charges at Risk³

Virtually every city, county, and special district must regularly (e.g., annually) adopt increases to fee rates and charges and revise rate schedules to accommodate new users and activities. Most of these would be subject to new standards and limitations under threat of legal challenge. Based on the current volume of fees and charges imposed by local agencies and increases in those fees simply to accommodate inflation, the amount of local government fee and charge revenue placed at risk is about **\$1 billion per year including those adopted since January 1, 2022. Of this \$1 billion, about \$570 million is for special districts, \$450 million is cities, and \$260 million is counties.**⁴

Major examples of affected fees and charges are:

1. Nuisance abatement charges - such as for weed, rubbish and general nuisance abatement to fund community safety, code enforcement, and neighborhood cleanup programs.
2. Commercial franchise fees.
3. Emergency response fees - such as in connection with DUI.
4. Advanced Life Support (ALS) transport charges.
5. Document processing and duplication fees.
6. Transit fees, tolls, parking fees, public airport and harbor use fees.
7. Facility use charges, fees for parks and recreation services, garbage disposal tipping fees.

In addition to fees and charges, the measure puts fines and penalties assessed for the violation of state and

² This does not include citizen initiative special tax approved by majority but not two-thirds. Because this approach is new, the number of these measures and amount of revenue involved cannot be estimated.

³ Source: California State Controller Annual Reports of Financial Transactions concerning cities, counties and special districts, summarized with an assumed growth due to fee rate increases (not population) of 2 percent annually.

⁴ School fees are also affected but the amount is negligible by comparison.

local law at risk, making them taxes subject to voter approval under certain circumstances.

2.b. Additional Costs and Public Service Effects of the Fee/Charge Provisions

In addition to service delays and disruptions due to fee and charge revenues placed at greater legal risk, there would be substantial additional costs for legal defense. The risk to fees and charges will make infrastructure financing more difficult and will deter new residential and commercial development.

mc

The Taxpayer Protection and Government Accountability Act
Initiative No. 21-0042A1
January 21, 2022

Summary: The measure limits the voters' input, adopts new and stricter rules for raising taxes and fees, and makes it more difficult to hold state and local law violators accountable.

Limiting Voter Authority and Accountability

- Limits voter input. Prohibits local voters from providing direction on how local tax dollars should be spent by prohibiting local advisory measures.
- Invalidates Upland decision that allows majority of local voters to pass special taxes. Taxes proposed by the Initiative are subject to the same rules as taxes placed on the ballot by a city council. All measures passed between January 2022 and November 2022 would be invalidated unless reenacted within 12 months.

Restricting Local Fee Authority to Provide Local Services

- Franchise fees. Sets new standard for fees and charges paid for the use of local and state government property. The standard may significantly restrict the amount oil companies, utilities, gas companies, railroads, garbage companies, cable companies, and other corporations pay for the use of local public property. Rental and sale of local government property must be "reasonable" which must be proved by "clear and convincing evidence."
- Except for licensing and other regulatory fees, fees and charges may not exceed the "actual cost" of providing the product or service for which the fee is charged. "Actual cost" is the "minimum amount necessary." The burden to prove the fee or charge does not exceed "actual cost" is changed to "clear and convincing" evidence.

Restricting Authority of State and Local Governments to Issue Fines and Penalties for Violations of Law.

- Requires voter approval of fines, penalties, and levies for corporations and property owners that violate state and local laws unless a new, undefined adjudicatory process is used to impose the fines and penalties.

Restricting Local Tax Authority to Provide Local Services

- Expanding existing taxes (e.g., UUT, use tax, TOT) to new territory (e.g., annexation) or expanding the base (e.g., new utility service) requires voter approval.
- City charters may not be amended to include a tax or fee.
- New taxes can be imposed only for a specific time period.
- Taxes adopted after January 1, 2022, that do not comply with the new rules, are void unless reenacted.
- All state taxes require majority voter approval.
- Prohibits any surcharge on property tax rate and allocation of property tax to state.

Other Changes

- No fee or charge or exaction regulating vehicle miles traveled can be imposed as a condition of property development or occupancy.

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21-0042 Amdt. # 1

January 4, 2022

RECEIVED

JAN 04 2022

INITIATIVE COORDINATOR
ATTORNEY GENERAL'S OFFICE

Anabel Renteria
Initiative Coordinator
Office of the Attorney General
State of California
PO Box 994255
Sacramento, CA 94244-25550

Re: Initiative 21-0042 - Amendment Number One

Dear Initiative Coordinator:

Pursuant to subdivision (b) of Section 9002 of the Elections Code, enclosed please find Amendment #1 to Initiative No. 21-0042 "The Taxpayer Protection and Government Accountability Act." The amendments are reasonably germane to the theme, purpose or subject of the initiative measure as originally proposed.

I am the proponent of the measure and request that the Attorney General prepare a circulating title and summary of the measure as provided by law, using the amended language.

Thank you for your time and attention processing my request.

Sincerely,



Thomas W. Hiltachk

The Taxpayer Protection and Government Accountability Act

[Deleted codified text is denoted in ~~strikeout~~. Added codified text is denoted by *italics and underline*.]

Section 1. Title

This Act shall be known, and may be cited as, the Taxpayer Protection and Government Accountability Act.

Section 2. Findings and Declarations

(a) Californians are overtaxed. We pay the nation's highest state income tax, sales tax, and gasoline tax. According to the U.S. Census Bureau, California's combined state and local tax burden is the highest in the nation. Despite this, and despite two consecutive years of obscene revenue surpluses, state politicians in 2021 alone introduced legislation to raise more than \$234 *billion* in new and higher taxes and fees.

(b) Taxes are only part of the reason for California's rising cost-of-living crisis. Californians pay billions more in hidden "fees" passed through to consumers in the price they pay for products, services, food, fuel, utilities and housing. Since 2010, government revenue from state and local "fees" has more than doubled.

(c) California's high cost of living not only contributes to the state's skyrocketing rates of poverty and homelessness, they are the pushing working families and job-providing businesses out of the state. The most recent Census showed that California's population dropped for the first time in history, costing us a seat in Congress. In the past four years, nearly 300 major corporations relocated to other states, not counting thousands more small businesses that were forced to move, sell or close.

(d) California voters have tried repeatedly, at great expense, to assert control over whether and how taxes and fees are raised. We have enacted a series of measures to make taxes more predictable, to limit what passes as a "fee," to require voter approval, and to guarantee transparency and accountability. These measures include Proposition 13 (1978), Proposition 62 (1986), Proposition 218 (1996), and Proposition 26 (2010).

(e) Contrary to the voters' intent, these measures that were designed to control taxes, spending and accountability, have been weakened and hamstrung by the Legislature, government lawyers, and the courts, making it necessary to pass yet another initiative to close loopholes and reverse hostile court decisions.

Section 3. Statement of Purpose

(a) In enacting this measure, the voters reassert their right to a voice and a vote on new and higher taxes by requiring any new or higher tax to be put before voters for approval. Voters also intend that all fees and other charges are passed or rejected by the voters themselves or a governing body elected by voters and not unelected and unaccountable bureaucrats.

(b) Furthermore, the purpose and intent of the voters in enacting this measure is to increase transparency and accountability over higher taxes and charges by requiring any tax measure placed on the ballot—

either at the state or local level—to clearly state the type and rate of any tax, how long it will be in effect, and the use of the revenue generated by the tax.

(c) Furthermore, the purpose and intent of the voters in enacting this measure is to clarify that any new or increased form of state government revenue, by any name or manner of extraction paid directly or indirectly by Californians, shall be authorized only by a vote of the Legislature and signature of the Governor to ensure that the purposes for such charges are broadly supported and transparently debated.

(d) Furthermore, the purpose and intent of the voters in enacting this measure is also to ensure that taxpayers have the right and ability to effectively balance new or increased taxes and other charges with the rapidly increasing costs Californians are already paying for housing, food, childcare, gasoline, energy, healthcare, education, and other basic costs of living, and to further protect the existing constitutional limit on property taxes and ensure that the revenue from such taxes remains local, without changing or superseding existing constitutional provisions contained in Section 1(c) of Article XIII A.

(e) In enacting this measure, the voters also additionally intend to reverse loopholes in the legislative two-thirds vote and voter approval requirements for government revenue increases created by the courts including, but not limited to, *Cannabis Coalition v. City of Upland*, *Chamber of Commerce v. Air Resources Board*, *Schmeer v. Los Angeles County*, *Johnson v. County of Mendocino*, *Citizens Assn. of Sunset Beach v. Orange County Local Agency Formation Commission*, and *Wilde v. City of Dunsmuir*.

Section 4. Section 3 of Article XIII A of the California Constitution is amended to read:

Sec. 3(a) Every levy, charge, or exaction of any kind imposed by state law is either a tax or an exempt charge.

(b)(1) (a) Any change in state statute law which results in any taxpayer paying a new or higher tax must be imposed by an act passed by not less than two-thirds of all members elected to each of the two houses of the Legislature, and submitted to the electorate and approved by a majority vote, except that no new ad valorem taxes on real property, or sales or transaction taxes on the sales of real property, may be imposed. Each Act shall include:

(A) A specific duration of time that the tax will be imposed and an estimate of the annual amount expected to be derived from the tax.

(B) A specific and legally binding and enforceable limitation on how the revenue from the tax can be spent. If the revenue from the tax can be spent for unrestricted general revenue purposes, then a statement that the tax revenue can be spent for “unrestricted general revenue purposes” shall be included in a separate, stand-alone section. Any proposed change to the use of the revenue from the tax shall be adopted by a separate act that is passed by not less than two-thirds of all members elected to each of the two houses of the Legislature and submitted to the electorate and approved by a majority vote.

(2) The title and summary and ballot label or question required for a measure pursuant to the Elections Code shall, for each measure providing for the imposition of a tax, including a measure proposed by an elector pursuant to Article II, include:

(A) The type and amount or rate of the tax;

(B) The duration of the tax; and

(C) The use of the revenue derived from the tax.

(c) Any change in state law which results in any taxpayer paying a new or higher exempt charge must be imposed by an act passed by each of the two houses of the Legislature. Each act shall specify the type of exempt charge as provided in subdivision (e), and the amount or rate of the exempt charge to be imposed.

(d) ~~(b)~~ As used in this section and in Section 9 of Article II, "tax" means every ~~any~~ levy, charge, or exaction of any kind imposed by the State state law that is not an exempt charge, except the following:

(e) As used in this section, "exempt charge" means only the following:

~~(1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the State of conferring the benefit or granting the privilege to the payor.~~

~~(1) (2) A reasonable charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable actual costs to the State of providing the service or product to the payor.~~

~~(2) (3) A charge imposed for the reasonable regulatory costs to the State incident to issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.~~

~~(3) A levy, charge, or exaction collected from local units of government, health care providers or health care service plans that is primarily used by the State of California for the purposes of increasing reimbursement rates or payments under the Medi-Cal program, and the revenues of which are primarily used to finance the non-federal portion of Medi-Cal medical assistance expenditures.~~

~~(4) A reasonable charge imposed for entrance to or use of state property, or the purchase, rental, or lease of state property, except charges governed by Section 15 of Article XI.~~

~~(5) A fine, or penalty, or other monetary charge including any applicable interest for nonpayment thereof, imposed by the judicial branch of government or the State, as a result of a state administrative enforcement agency pursuant to adjudicatory due process, to punish a violation of law.~~

~~(6) A levy, charge, assessment, or exaction collected for the promotion of California tourism pursuant to Chapter 1 (commencing with Section 13995) of Part 4.7 of Division 3 of Title 2 of the Government Code.~~

~~(f) (e) Any tax or exempt charge adopted after January 1, 2022 2010, but prior to the effective date of this act, that was not adopted in compliance with the requirements of this section is void 12 months after the effective date of this act unless the tax or exempt charge is reenacted by the Legislature and signed into law by the Governor in compliance with the requirements of this section.~~

~~(g) (1) (d) The State bears the burden of proving by a preponderance of the clear and convincing evidence that a levy, charge, or other exaction is an exempt charge and not a tax. The State bears the burden of proving by clear and convincing evidence that the amount of the exempt charge is reasonable and that the amount charged does not exceed the actual cost of providing the service or product to the payor. ~~that the amount is no more than necessary to cover the reasonable costs of the governmental activity and~~~~

that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity

(2) The retention of revenue by, or the payment to, a non-governmental entity of a levy, charge, or exaction of any kind imposed by state law, shall not be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(3) The characterization of a levy, charge, or exaction of any kind as being voluntary, or paid in exchange for a benefit, privilege, allowance, authorization, or asset, shall not be a factor in determining whether the levy, charge, or exaction is a tax or an exempt charge.

(4) The use of revenue derived from the levy, charge or exaction shall be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(h) As used in this section:

(1) "Actual cost" of providing a service or product means: (i) the minimum amount necessary to reimburse the government for the cost of providing the service or product to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In computing "actual cost" the maximum amount that may be imposed is the actual cost less all other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product.

(2) "Extend" includes, but is not limited to, doing any of the following with respect to a tax or exempt charge: lengthening its duration, delaying or eliminating its expiration, expanding its application to a new territory or class of payor, or expanding the base to which its rate is applied.

(3) "Impose" means adopt, enact, reenact, create, establish, collect, increase or extend.

(4) "State law" includes, but is not limited to, any state statute, state regulation, state executive order, state resolution, state ruling, state opinion letter, or other legal authority or interpretation adopted, enacted, enforced, issued, or implemented by the legislative or executive branches of state government. "State law" does not include actions taken by the Regents of the University of California, Trustees of the California State University, or the Board of Governors of the California Community Colleges.

Section 5. Section 1 of Article XIII C of the California Constitution is amended, to read:

Sec. 1. Definitions. As used in this article:

(a) "Actual cost" of providing a service or product means: (i) the minimum amount necessary to reimburse the government for the cost of providing the service or product to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In computing "actual cost" the maximum amount that may be imposed is the actual cost less all other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product.

(b) "Extend" includes, but is not limited to, doing any of the following with respect to a tax, exempt charge, or Article XIII D assessment, fee, or charge: lengthening its duration, delaying or eliminating its expiration, expanding its application to a new territory or class of payor, or expanding the base to which its rate is applied.

~~(c) (a)~~ "General tax" means any tax imposed for general governmental purposes.

~~(d)~~ "Impose" means adopt, enact, reenact, create, establish, collect, increase, or extend.

~~(e) (b)~~ "Local government" means any county, city, city and county, including a charter city or county, any special district, or any other local or regional governmental entity, or an elector pursuant to Article II or the initiative power provided by a charter or statute.

~~(f)~~ "Local law" includes, but is not limited to, any ordinance, resolution, regulation, ruling, opinion letter, or other legal authority or interpretation adopted, enacted, enforced, issued, or implemented by a local government.

~~(g) (c)~~ "Special district" means an agency of the State, formed pursuant to general law or a special act, for the local performance of governmental or proprietary functions with limited geographic boundaries including, but not limited to, school districts and redevelopment agencies.

~~(h) (d)~~ "Special tax" means any tax imposed for specific purposes, including a tax imposed for specific purposes, which is placed into a general fund.

~~(i) (e)~~ As used in this article, and in Section 9 of Article II, "tax" means every any-levy, charge, or exaction of any kind, imposed by a local government law that is not an exempt charge., except the following:

~~(i)~~ As used in this section, "exempt charge" means only the following:

~~(1)~~ A charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.

~~(1) (2)~~ A reasonable charge imposed for a specific local government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable actual costs to the local government of providing the service or product.

~~(2) (3)~~ A charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.

~~(3) (4)~~ A reasonable charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property.

~~(4) (5)~~ A fine, or penalty, or other monetary charge including any applicable interest for nonpayment thereof, imposed by the judicial branch of government or a local government administrative enforcement agency pursuant to adjudicatory due process, as a result of to punish a violation of law.

~~(5) (6)~~ A charge imposed as a condition of property development. No levy, charge, or exaction regulating or related to vehicle miles traveled may be imposed as a condition of property development or occupancy.

~~(6) (7)~~ An Assessments and property related fees assessment, fee, or charge imposed in accordance with the provisions of subject to Article XIII D, or an assessment imposed upon a business in a tourism marketing district, a parking and business improvement area, or a property and business improvement district.

(7) A charge imposed for a specific health care service provided directly to the payor and that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the health care service. As used in this paragraph, a "health care service" means a service licensed or exempt from licensure by the state pursuant to Chapters 1, 1.3, or 2 of Division 2 of the Health and Safety Code.

The local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

Section 6. Section 2 of Article XIII C of the California Constitution is amended to read:

Sec. 2. Local Government Tax Limitation. Notwithstanding any other provision of this Constitution:

(a) Every levy, charge, or exaction of any kind imposed by local law is either a tax or an exempt charge. All taxes imposed by any local government shall be deemed to be either general taxes or special taxes. Special purpose districts or agencies, including school districts, shall have no power to levy general taxes.

(b) No local law government, whether proposed by the governing body or by an elector, may impose, extend, or increase any general tax unless and until that tax is submitted to the electorate and approved by a majority vote. A general tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved. The election required by this subdivision shall be consolidated with a regularly scheduled general election for members of the governing body of the local government, except in cases of emergency declared by a unanimous vote of the governing body.

(c) Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of the imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision (b). (d) No local law government, whether proposed by the governing body or by an elector, may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote. A special tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved.

(d) The title and summary and ballot label or question required for a measure pursuant to the Elections Code shall, for each measure providing for the imposition of a tax, include:

(1) The type and amount or rate of the tax;

(2) the duration of the tax; and

(3) The use of the revenue derived from the tax. If the proposed tax is a general tax, the phrase "for general government use" shall be required, and no advisory measure may appear on the same ballot that would indicate that the revenue from the general tax will, could, or should be used for a specific purpose.

(e) Only the governing body of a local government, other than an elector pursuant to Article II or the initiative power provided by a charter or statute, shall have the authority to impose any exempt charge. The governing body shall impose an exempt charge by an ordinance specifying the type of exempt charge

as provided in Section 1(j) and the amount or rate of the exempt charge to be imposed, and passed by the governing body. This subdivision shall not apply to charges specified in paragraph (7) of subdivision (i) of Section 1.

(f) No amendment to a Charter which provides for the imposition, extension, or increase of a tax or exempt charge shall be submitted to or approved by the electors, nor shall any such amendment to a Charter hereafter submitted to or approved by the electors become effective for any purpose.

(g) Any tax or exempt charge adopted after January 1, 2022, but prior to the effective date of this act, that was not adopted in compliance with the requirements of this section is void 12 months after the effective date of this act unless the tax or exempt charge is reenacted in compliance with the requirements of this section.

(h)(1) The local government bears the burden of proving by clear and convincing evidence that a levy, charge or exaction is an exempt charge and not a tax. The local government bears the burden of proving by clear and convincing evidence that the amount of the exempt charge is reasonable and that the amount charged does not exceed the actual cost of providing the service or product to the payor.

(2) The retention of revenue by, or the payment to, a non-governmental entity of a levy, charge, or exaction of any kind imposed by a local law, shall not be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(3) The characterization of a levy, charge, or exaction of any kind imposed by a local law as being paid in exchange for a benefit, privilege, allowance, authorization, or asset, shall not be factors in determining whether the levy, charge, or exaction is a tax or an exempt charge.

(4) The use of revenue derived from the levy, charge or exaction shall be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

Section 7. Section 3 of Article XIII D of the California Constitution is amended, to read:

Sec. 3. Property Taxes, Assessments, Fees and Charges Limited

(a) No tax, assessment, fee, ~~or~~ charge, or surcharge, including a surcharge based on the value of property, shall be assessed ~~by any agency~~ upon any parcel of property or upon any person as an incident of property ownership except:

(1) The ad valorem property tax ~~imposed pursuant to~~ described in Section 1(a) of Article XIII and Section 1(a) of Article XIII A, and described and enacted pursuant to the voter approval requirement in Section 1(b) of Article XIII A.

(2) Any special non-ad valorem tax receiving a two-thirds vote of qualified electors pursuant to Section 4 of Article XIII A, or after receiving a two-thirds vote of those authorized to vote in a community facilities district by the Legislature pursuant to statute as it existed on December 31, 2021.

(3) Assessments as provided by this article.

(4) Fees or charges for property related services as provided by this article.

(b) For purposes of this article, fees for the provision of electrical or gas service shall not be deemed charges or fees imposed as an incident of property ownership.

Section 8. Sections 1 and 14 of Article XIII are amended to read:

Sec. 1 Unless otherwise provided by this Constitution or the laws of the United States:

(a) All property is taxable and shall be assessed at the same percentage of fair market value. When a value standard other than fair market value is prescribed by this Constitution or by statute authorized by this Constitution, the same percentage shall be applied to determine the assessed value. The value to which the percentage is applied, whether it be the fair market value or not, shall be known for property tax purposes as the full value.

(b) All property so assessed shall be taxed in proportion to its full value.

(c) All proceeds from the taxation of property shall be apportioned according to law to the districts within the counties.

Sec. 14. All property taxed by state or local government shall be assessed in the county, city, and district in which it is situated. Notwithstanding any other provision of law, such state or local property taxes shall be apportioned according to law to the districts within the counties.

Section 9. General Provisions

A. This Act shall be liberally construed in order to effectuate its purposes.

B. (1) In the event that this initiative measure and another initiative measure or measures relating to state or local requirements for the imposition, adoption, creation, or establishment of taxes, charges, and other revenue measures shall appear on the same statewide election ballot, the other initiative measure or measures shall be deemed to be in conflict with this measure. In the event that this initiative measure receives a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety, and the provisions of the other initiative measure or measures shall be null and void.

(2) In furtherance of this provision, the voters hereby declare that this measure conflicts with the provisions of the "Housing Affordability and Tax Cut Act of 2022" and "The Tax Cut and Housing Affordability Act," both of which would impose a new state property tax (called a "surcharge") on certain real property, and where the revenue derived from the tax is provided to the State, rather than retained in the county in which the property is situated and for the use of the county and cities and districts within the county, in direct violation of the provisions of this initiative.

(3) If this initiative measure is approved by the voters, but superseded in whole or in part by any other conflicting initiative measure approved by the voters at the same election, and such conflicting initiative is later held invalid, this measure shall be self-executing and given full force and effect.

C. The provisions of this Act are severable. If any portion, section, subdivision, paragraph, clause, sentence, phrase, word, or application of this Act is for any reason held to be invalid by a decision of any court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this Act. The People of the State of California hereby declare that they would have adopted this Act and each and every portion, section, subdivision, paragraph, clause, sentence, phrase, word, and application not

declared invalid or unconstitutional without regard to whether any portion of this Act or application thereof would be subsequently declared invalid.

D. If this Act is approved by the voters of the State of California and thereafter subjected to a legal challenge alleging a violation of state or federal law, and both the Governor and Attorney General refuse to defend this Act, then the following actions shall be taken:

(1) Notwithstanding anything to the contrary contained in Chapter 6 of Part 2 of Division 3 of Title 2 of the Government Code or any other law, the Attorney General shall appoint independent counsel to faithfully and vigorously defend this Act on behalf of the State of California.

(2) Before appointing or thereafter substituting independent counsel, the Attorney General shall exercise due diligence in determining the qualifications of independent counsel and shall obtain written affirmation from independent counsel that independent counsel will faithfully and vigorously defend this Act. The written affirmation shall be made publicly available upon request.

(3) A continuous appropriation is hereby made from the General Fund to the Controller, without regard to fiscal years, in an amount necessary to cover the costs of retaining independent counsel to faithfully and vigorously defend this Act on behalf of the State of California.

(4) Nothing in this section shall prohibit the proponents of this Act, or a bona fide taxpayers association, from intervening to defend this Act.



David Oro - City Council Member Committee Report

Committee Name: **Arts Committee Meeting**

Meeting Date: February 4, 2022

Topics of Discussion:

Continued the discussions around Wetlands Sculpture Art installation that is being sponsored by the American Canyon Community Parks Foundation. City staff, the arts committee and AACPF provided feedback on the designs of the art. The City committed to providing as much in-kind help as possible. ACCPF is going back to the artist with our collective feedback. Hoping to have it installed this year.

Community Events and Other Activities

American Canyon Community Parks Foundation - Heart Your Parks Kickoff

Meeting Date: February 5, 2022

Heart Your Parks was a blast with 200 people attending. Got to talk to a lot of folks and my kids painted hearts.



CITY COUNCIL COMMITTEE REPORT

Meeting Date: **February 15, 2022** Submitted By: **Mark Joseph, Council member**

Committee Name: **Public Art Subcommittee**

The Subcommittee met with representatives from ACCPF and staff, to discuss the logistics and levels of City support for **installing an art piece at the Wetlands Edge Park**. The good news is that everyone is on board with moving forward, and there do not appear to be any insurmountable issues. The bad news is, we haven't agreed on the specific option of the three variations that have been presented to the Committee!! However, this should be something that can be worked out, one way or the other. Hopefully, we are also developing a process to follow for future installations.

Committee Name: **Climate Change Ad Hoc Committee**

Council member Washington and I met with the stakeholders and reviewed the status of our efforts. We also discussed next steps: inviting experts to assist us on how to craft specific action plans, developing an outline to fill in as we go along, the data we will need to collect and monitor, and the need to develop events that help to educate and assist our community to follow through on individual actions. To that end, we would love to work with the group organizing this year's Earth Day events.

Committee Name: **City Events and Activities**

Council member Washington and I, along with our counterparts and staff, met at the **old Napa Junction elementary school** and toured the site. Very illuminating. Also represented the Kiwanis Club at the City's **Community Events Committee**, and met the new Director, Allie Ikeda. Also attended the **Chamber's Business and Economic Development Committee**, and reviewed prospective businesses, and how the committee can assist our existing business community.

Committee Name: **One-on-One Meetings**

Met with **Supervisor Ramos** and discussed various issues, from climate change to Urban Limit Lines. Good chance to catch up. Also met with **Joelle Gallagher**, who was a fellow Leadership Napa Valley Class 14. Discussed her upcoming campaign to replace Brad Wagenknecht.

Committee Name: **Community Events and Activities**

Attended the **Arts Foundation's** Annual Membership Dinner Meeting and heard from ACHS Arts Instructors on how ACAF and the School can work together. Also, we will be pursuing a grant to help promote more Arts and Culture events in American Canyon. Attended the **Kiwanis' Board** meeting and worked on the upcoming Crab Feed. Zoomed in on the **Napa Working Families Coalition** and heard a good discussion about the upcoming Mayacamas Charter School appeal. Attended the **Parks Foundation's Heart Our Parks** kickoff meeting at Shenandoah Park.