



## REGULAR CITY COUNCIL MEETING AGENDA

City Hall - Council Chambers  
4381 Broadway St., Suite 201, American Canyon  
**March 1, 2022**  
**6:30 PM**

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

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### AMENDED AGENDA

**This agenda has been amended to include Consent Item 8.**

*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:** 841 4701 1779 **Passcode:** 060300

The above-identified measures exceed all legal requirements for participation in public comment, including those imposed by the Ralph M. Brown Act. For more information, please call the Office of the City Clerk at (707) 647-4369 or email [cityclerk@cityofamericancanyon.org](mailto:cityclerk@cityofamericancanyon.org).

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

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

## **PUBLIC ADDRESS – CLOSED SESSION 5:30 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.**

### **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**

- 2. Proclamation Recognizing March, 2022 as American Red Cross Month**

### **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 Public may request discussion of a Consent Item by making that request during Public Comment.*

### **CONSENT CALENDAR**

- 3. Minutes of Regular City Council Meeting - February 15, 2022**  
**Recommendation:** Approve the minutes of the Regular City Council meeting of February 15,

2022

4. **City Attorney February 15, 2022 Closed Session Report**  
**Recommendation:** Approve the City Attorney Closed Session Report for the meeting of February 15, 2022.
5. **Water Pump Purchase for Water Reclamation Facility**  
**Recommendation:** Adopt a Resolution approving the purchase of a reclaimed water vertical turbine pump for the Water Reclamation Facility in the amount not to exceed of \$75,000.
6. **Green Island Road Special Tax and Bond Accountability Act**  
**Recommendation:** Receive and file the Fiscal Year 2020-21 Green Island Road Community Facilities District Local Agency Special Tax and Bond Accountability Act required disclosures.
7. **Alternate Intake Project Resolutions of Support**  
**Recommendation:** Adopt a Resolution in Support of proposed North Bay Aqueduct Alternate Intake Project (Also Known As "Water+").
8. **Watson Ranch Lot 10 Final Maps & Subdivision Improvement Agreements**  
**Recommendation:** Adopt a Resolution taking the following actions in conjunction with the Watson Ranch Lot 10 Project:
  - Approving two Final Maps to subdivide the properties (Assessor's Parcel Numbers 059-430-015 and 059-430-016) to create 219 house lots and 6 parcels (through two phases, Phase 1 and Phase 2); and
  - Approving two Subdivision Improvement Agreements for Phase 1 and Phase 2 pending City approval of the Improvement Plans.

## **PUBLIC HEARINGS**

9. **2021 Calendar Year Housing Element Progress Report**  
**Recommendation:** Receive and file annual 2021 Calendar Year Housing Element Progress Report
10. **Laborers International Union of North America, Local 324 (LIUNA) Appeal**  
**Recommendation:** Continue the Laborers International Union of North America, Local 324 (LIUNA) Appeal of the Planning Commission approval of the SDG Commerce 217 Warehouse Distribution Center Conditional Use Permit for 6 months to September 6, 2022.

## **BUSINESS**

11. **6th Cycle Housing Element Update Presentation**  
**Recommendation:** Receive and file 6th Cycle Housing Element Update Presentation.

## **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 15, 2022**

- Acknowledging Ramadan Month (April)
- ARPA Funding Appropriations
- Home 2 Suites - Reimbursement Agreement
- Fiscal Year 2022/2023 Budget Workshop

#### **April 5, 2022**

- April Earthquake Preparedness Month
- April Arts Month
- Annual Police Report
- Annual Communications Report

**12.     [City Council Committee Report - Pierre Washington](#)**

**13.     [City Council Committee Report - 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.

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Taresa Geilfuss, City Clerk

# CITY OF AMERICAN CANYON PROCLAMATION



## RECOGNIZING MARCH 2022 AS AMERICAN RED CROSS MONTH

**WHEREAS**, in times of crisis, people in the City of American Canyon come together to care for one another. This humanitarian spirit is part of the foundation of our community and is exemplified by American Red Cross volunteers and donors; and

**WHEREAS**, in 1881, Clara Barton founded the American Red Cross, turning her steadfast dedication for helping others into a bold mission of preventing and alleviating people’s suffering. Today, more than 140 years later, we honor the kindness and generosity of Red Cross volunteers here in the American Canyon, who continue to carry out Clara’s lifesaving legacy. They join the millions of people across the United States who volunteer, give blood, donate financially or learn vital life-preserving skills through the Red Cross; and

**WHEREAS**, in American Canyon, the contributions of local Red Cross volunteers give hope to the most vulnerable in their darkest hours — whether it’s providing emergency shelter, food and comfort for families devastated by local disasters like home fires, donating essential blood for accident and burn victims, heart surgery and organ transplant patients, and those receiving treatment for leukemia, cancer or sickle cell disease; supporting service members and veterans, along with their families and caregivers, through the unique challenges of military life; helping to save the lives of others with first aid, CPR and other skills; or delivering international humanitarian aid; and

**WHEREAS**, their work to prevent and alleviate human suffering is vital to strengthening our community’s resilience. We dedicate this month of March to all those who continue to advance the noble legacy of American Red Cross founder Clara Barton, who lived by her words, “You must never think of anything except the need, and how to meet it.” We ask others to join in this commitment to give back in our community.

**NOW, THEREFORE, BE IT RESOLVED**, that I, Leon Garcia, Mayor on behalf of the American Canyon City Council, do hereby proclaim, March 2022 as American Red Cross Month and encourage all citizens of American Canyon to reach out and support its humanitarian mission.

Dated: March 1, 2022

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Leon Garcia, Mayor

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

**ACTION MINUTES**  
*February 15, 2022*

**AMENDED AGENDA**

**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**

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

**Action:** There was reportable action. A written report will be provided.

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).**

**Action:** There was reportable action. A written report will be provided.

- b. **City of American Canyon v. GSM Landscape Architects, Inc. (Napa County Superior Court Case No. 18CV001027).**

**Action:** There was reportable action. A written report will be provided.

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

**CALL TO ORDER**

The meeting was called to order at 6:37 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 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

City Attorney William Ross provided an oral report on Closed Session. Closed Session commenced at 5:33 p.m. Closed Session adjourned at 6:29 p.m. A written report will be provided.

## PROCLAMATIONS AND PRESENTATIONS

There were no proclamations or presentations.

## PUBLIC COMMENTS - ITEMS NOT ON THE AGENDA

Mayor Garcia opened Public Comments. Written comments: Chris James, Russel Moulder, Michelle Leightly, Rose Maldonado, Rose Negrete, Tammy James. Oral comments: Humberto Rodriguez was called to speak; Tammy Wong was called to speak; Justin Hamilton Hole was called to speak; Chris James was called to speak; Rose Maldonado was called to speak; Beth Marcus was called to speak; Russel Moulder was called to speak; Karen Fritz was called to speak. Mayor Garcia closed Public Comments.

## AGENDA CHANGES

There were no agenda changes.

## CONSENT CALENDAR

**Action:** Motion to adopt Consent Calendar made by Councilmember David Oro, 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

### 3. Minutes of Regular City Council Meeting - January 18, 2022

**Action:** Approved the minutes of the Regular City Council meeting of January 18, 2022.

### 4. Minutes of Regular City Council Meeting - February 1, 2022

**Action:** Approved the minutes from the Regular City Council Meeting of February 1, 2022.

### 5. City Attorney February 1, 2022, Closed Session Report

**Action:** Approved the City Attorney Closed Session Report for the meeting of February 1, 2022.

## **6. Continued Use of Remote Teleconference for Meetings**

**Action:** Adopted Resolution 2022-08 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 the Ralph M. Brown Act.

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

**Action:** Adopted Resolution 2022-09 authorizing the City Manager to execute Amendment #3 (Agreement 2022-16) 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**

**Action:** Adopted Resolution 2022-10 authorizing an adjustment of purchase of chemicals for the Water Treatment Plant for FY 2021/22.

## **9. Police Vehicles Outfitting and Teardown**

**Action:** Adopted Resolution 2022-11 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**

**Action:** Adopted Resolution 2022-12 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)**

**Action:** Adopted Resolution 2022-13 authorizing the City Manager to execute Amendment #1 (Agreement 2022-17) 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**

**Action:** Adopted Resolution 2022-14 authorizing the City Manager to enter into an agreement (Agreement 2022-18) 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**

**Action:** Received and filed the City and Fire District Treasurer's Report for the quarter ended December 31, 2021.

#### **14. Syar Warranty Agreement**

**Action:** Adopted Resolution 2022-15 authorizing the City Manager to execute an extended warranty agreement (Agreement 2022-19) 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**

**Action:** Adopted Resolution 2022-16 approving the Final Map to subdivide Watson Ranch Lots 14-15 (Assessor's Parcel Numbers 059-430-027, 059-430-029 and 059-430-035) to create 98 lots and one parcel; and approving a Subdivision Improvement Agreement (Agreement 2022-20).

#### **PUBLIC HEARINGS**

There are no Public Hearing items.

#### **BUSINESS**

#### **16. Senior Multi-Use Center Name Change**

Council received a staff report from Parks & Recreation Director Alexandra Ikeda with Recreation Supervisor Alana Behn and citizens Kristin Einberger and Fran Lemos. Mayor Garcia opened Public Comments. Written comments: none. Oral comments: Beth Marcus was called to speak. Mayor Garcia closed Public Comments.

**Action:** Motion to adopt Resolution 2022-17 renaming the City's Senior Multi-Use Center to the Adult Activity Center made by Councilmember David Oro, 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

#### **17. Mid-Year Budget Adjustment for Fiscal Year 2021-22**

Council received a staff report from Finance Director Lincoln Bogard. Mayor Garcia opened Public Comments. Written comments: none. Oral comments: Beth Marcus was called to speak. Mayor Garcia closed Public Comments.

**Action:** Motion to adopt Resolution 2022-18 of the City Council of the City of American Canyon approving Mid-Year Budget Amendments to the Fiscal Year 2021-22 Budget made by Councilmember Joseph, seconded by Councilmember Washington and CARRIED by a 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

#### **18. "NO on Initiative 21-0042A1" Coalition**

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

**Action:** Motion to adopt Resolution 2022-19 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](mailto:BallotMeasures@calcities.org). 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

#### **MANAGEMENT AND STAFF ORAL REPORTS**

Finance Director Lincoln Bogard reported that our Transparency Portal is now live on our website and a tutorial will be coming soon. We will add a direct button from the home page to the portal.

Communications Manager Jen Kansanback announced the State of the City presentation will be on February 23, 2022, and the National Research Center's Community Survey is out to the citizens that were randomly selected. Survey results will be shared.

Parks & Recreation Director Alexandra Ikeda announced March 3, 2022 will be Get this info from Allie. February is Heart your Parks Month, self-paced get from video

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

Mayor and Councilmembers commented on their written reports and items of community interest.

##### **Future agenda items:**

Councilmember Washington volunteered to meet with the citizens concerned for feral cats around town.

Councilmember Joseph requested management reports/updates from Code enforcement regarding parking issues and the building issues in the Waterton area, and a management report on police policy regarding high-speed chases.

Councilmember Aboudamous requested a report regarding Village at Vintage Ranch parking.

**Action:** Motion to add the Urban Limit Line to a future agenda 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

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

**Action:** Received and filed report.

**20. City Council Committee Report - Councilmember Mark Joseph**

**Action:** Received and filed report.

**ADJOURNMENT**

The meeting was adjourned at 8:34 p.m.

**CERTIFICATION**

Respectfully Submitted,

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Taresa Geilfuss, City Clerk

William D. Ross  
David Schwarz  
Kypros G. Hostetter

Law Offices of  
**William D. Ross**  
400 Lambert Avenue  
Palo Alto, California 94306  
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11420 Santa Monica Blvd  
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Los Angeles, CA 90025

File No: 199/6

February 16, 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 15, 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 15, 2022 Regular Council Meeting, consistent with Government Code Section 54957.1.

After convening in Open Session at 5:33 p.m. and ascertaining that there were no public comments on the agendaized Closed Session matters, your Council adjourned to Closed Session at 5:33 p.m.

There were two matters agendaized for City Closed Session consideration.

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)

The Honorable Leon Garcia, Mayor  
and Members of the City Council  
February 16, 2022  
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With respect to the first matter considered under Closed Session Agenda Item No. 1., there was reportable action in that in association with the 7th Amendment to the Tolling Agreement between the County of Napa (“County”), the Napa County Airport Land Use Commission (“ALUC”), the City of American Canyon (“City”) and R.H. Development Company (the “Applicant”) it was agreed by unanimous Council action (5-0) to support a Text Amendment proposed by legal representatives of the County, the ALUC, the City and the Applicant to the Airport Land Use Commission Compatibility Plan before the ALUC at its meeting of April 6, 2022 and that the County release and indemnify the City and the Applicant of all claims associated with the 7th Amendment to the Tolling Agreement by the County against the City and the Applicant. 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. 1., involving issues associated with the Napa Valley Unified School District (“NVUSD”), there was no reportable action except to acknowledge receipt of an Offer Letter and Appraisal of the Right-of-Way needed from NVUSD for access to the Oat Hill Project from the Applicant. 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 Closed Session Agenda Item No. 2.a, Existing Litigation, *City of American Canyon v. Pamela Smith, et al.*, Napa County Superior Court Case No. 22CV000041, there was reportable action by unanimous action of Council (5-0) to authorize the offer of Somach, Simmons & Dunn (“Somach”) of a demand letter on behalf of the City to further implement water obligations of the City of Vallejo with respect to implementation of the Watson Ranch Specific Plan Project and to fulfill contractual water obligations to the City and the developers of the Watson Ranch Specific Plan Project. Except as indicated, there was no other reportable action on this matter consistent with the attorney-client privilege and that provided by Government Code Section 54956.9(d)(1).

With respect to Closed Session Agenda Item No. 2.b., Existing Litigation, *City of American Canyon v. GSM Landscape Architects, Inc.*, Napa County Superior Court Case No. 18CV001027, there was reportable action in the form of unanimous Council direction (5-0) to authorize a Budget transfer from the Budget Settlement Fund for the payment of legal fees incurred on behalf of the City in the amount of \$61,600.79 to the Law Firm of Rutan & Tucker for legal services to the City in achieving a \$422,500.00 settlement on behalf of the City in the referenced litigation. Except as indicated, there was no other reportable action on this matter consistent with the attorney-client privilege and that provided by Government Code Section 54956.9(d)(1).

The Closed Session concluded at 6:29 p.m., where it was indicated that a written report upon return consistent with Government Code Section 54957.1, would be prepared.

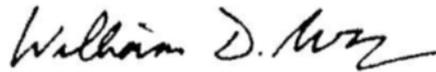
This communication should be reviewed under the Consent portion of the Agenda of your

The Honorable Leon Garcia, Mayor  
and Members of the City Council  
February 16, 2022  
Page 3

next Regular or Special City Council Meeting.

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

Very truly yours,

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  
Michael Durkee, Special Counsel

David Lanferman, Esq, Rutan & Tucker LLP



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## **TITLE**

Water Pump Purchase for Water Reclamation Facility

## **RECOMMENDATION**

Adopt a Resolution approving the purchase of a reclaimed water vertical turbine pump for the Water Reclamation Facility in the amount not to exceed of \$75,000.

## **CONTACT**

Felix Hernandez, III, Maintenance and Utilities Director  
Jay Atkinson, Water Reclamation Operations Manager

Nolan Garcia, Operator III

## **BACKGROUND & ANALYSIS**

The Water Reclamation Facility (WRF) delivers Title 22 recycled water, purple pipe, throughout the City. The WRF pumping station has three 50hp, eight stage pumps, two duty and one standby. Two of the three pumps have been in service since 2002, while the third pump was installed during facility upgrades in 2015 meeting recycle water demands. One of the original pumps has met its "end of life cycle" meaning loss in pumping output. Ryan Process had a higher bid (attachment 3) and Flo-way pumps was non responsive. The new pump and motor will increase pumping efficiency and meet future higher recycle water flow demands. I;;

## **COUNCIL PRIORITY PROGRAMS AND PROJECTS**

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

## **FISCAL IMPACT**

There are sufficient funds appropriated for FY 2021/22 in the Repair and Maintenance Fund in budget line item 540-50-570-42310 to cover this expenditure. The Reclaimed Water Vertical Turbine Pump Replacement as shown in attachment 2 in the amount not to exceed \$75,000.

## **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 - Recycled Water Pump
2. R.F. MacDonald-VTP Reclaim Water Pump Replacement
3. Ryan Process Quote

**RESOLUTION NO. 2022-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON  
AUTHORIZING THE PURCHASE OF A RECLAIMED WATER VERTICAL TURBINE PUMP FOR THE  
WATER RECLAMATION FACILITY IN THE AMOUNT NOT TO EXCEED \$75,000**

**WHEREAS**, the City’s Water Reclamation Facility delivers recycle water throughout the city; and

**WHEREAS**, With the purchase and replacement of the Reclaimed Water Vertical Turbine Pump Staff will be able to meet current and future reclaimed water needs; and

**WHEREAS**, The FY 21/22 fiscal budget includes funds for the purchase in accounts 540-50-470-42310 Repairs and Maintenance in the amount not to exceed \$75,000.

**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 Reclaimed Water Pump in the amount not to exceed \$75,000.

**PASSED, APPROVED and ADOPTED** at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 1<sup>ST</sup> day of March, 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



QUO-126374-R2D8F2

#### **SALE AND PAYMENT TERMS AND CONDITIONS**

The following sets forth the sale and payment terms and condition policies of R.F. MacDonald Co. It constitutes the general agreement between R.F. MacDonald Co. ("R.F. MacDonald Co.", the "Company" or "we") and you, its customer, under which products, service and parts are sold, credit is extended and payments are expected.

#### **EXTENSION OF CREDIT**

Credit is one of the most important services R.F. MacDonald Co. offers to you as a customer. An open line of credit is established for you based upon your needs, financial strength, and history of meeting your credit obligations.

In order to insure you the best possible prices and service, we must enforce a credit and collections policy based upon sound business principals and good judgment.

#### **INVOICING AND PAYMENT TERMS**

**Payment Terms** are 25% down payment, balance Net 30 (upon approval of credit) on all invoices unless other arrangements are made in advance of shipment. When opening a new account with an order, the Company may require payment with the initial order so as not to delay shipments while credit references and financial information are being reviewed. We reserve the right to suspend or terminate any further performance under this agreement or otherwise in the event payment is not made when due. **Quotes are valid for 30 days. Equipment will not be started up unless 90% of the purchase price of the equipment has been paid.**

**Shipment Terms** Unless otherwise specified in writing signed by an authorized representative of the Company, all shipments are Ex Works the manufacturer's factory or R.F. MacDonald Co. warehouse as applicable. Title to the merchandise shall pass to the buyer upon delivery to the carrier and thereafter all risk of loss or damage shall be the buyer's.

**Service Charges** We reserve the right to take action to collect any invoice which is not paid when due. We also assess a late payment SERVICE CHARGE on the day following the due date and monthly thereafter against all amounts remaining unpaid on each such date. Subject to any limitations that may be imposed by applicable law, the amount of this charge is 1½% of the amount remaining unpaid on each such date.

This policy will be applied to customers who permit their account to become delinquent. It is your responsibility to notify R.F. MacDonald Co. of any extenuating circumstances that may affect your payment and work out a solution. Please know that our interest lies not in collecting a service charge, but in receiving timely payments of your invoice.

#### **Warranty on Equipment and Material Provided by Manufacturer:**

You will rely solely on the warranty provided by the manufacturer. Your sole and exclusive remedy for breach of warranty shall be as provided in the manufacturer's standard warranty.

R.F. MacDonald Co. makes no warranty express or implied of any kind. We make no claim of fitness or merchantability or any other warranty, express or implied, nor is anyone else, whether employed by R.F. MacDonald Co., or not, authorized to do so on our behalf. We specifically disclaim the warranty of merchantability and the warranty of fitness.

You will be invoiced in the regular manner for all materials and parts even though it may be an in-warranty transaction. Credit will be issued promptly on our receipt of proof of return, and, as long as the return is within the prescribed time limit and has been properly authorized. Please note that withholding payment of any invoice in anticipation of an in-warranty credit is not allowed with our terms of sale.

For any items or components proposed as a substitute to specified items, it is understood that seller makes no guarantee that the products submitted will be accepted by the approving authority.

In no event shall R.F. MacDonald Co. be liable to you or any person, corporation or other type of legal entity for any special, direct, indirect, incidental, liquidated or consequential damage of any kind, including but not limited to, loss of products, loss of time, loss of use, loss of production, loss of savings or revenues, cost of replacement goods, labor costs or other charges in connection with product use or malfunction, the repair or replacement of defective parts whether such claims are alleged in strict liability, negligence, tort, contract or otherwise and even if R.F. MacDonald Co. is informed in advance of the possibility of such damages.

**QUO-126374-R2D8F2**

**Limited Warranty on R.F. MacDonald Labor (If Applicable):**

If you are retaining the services of R.F. MacDonald Co.'s service department, R.F. MacDonald Co. warrants that labor performed will be free from defect for a period of one year from the completion of work. This limited warranty excludes remedy for damage or defect caused by accident, misuse, abuse, modifications not executed by R.F. MacDonald Co., improper or insufficient maintenance, or improper operation. Installation, operation, and maintenance shall be in accordance with the product manuals provided by the equipment manufacturer. R.F. MacDonald Co. shall be notified within ten (10) business days of first knowledge of defect by owner or its agent. R.F. MacDonald Co. shall be given first opportunity to make any repairs, replacements, or corrections to the defect within a reasonable period of time. R.F. MacDonald Co. makes no implied warranty of any kind. In no event shall R.F. MacDonald Co. be liable by virtue of this limited warranty or otherwise to you or any person, corporation or other type of legal entity for any special, indirect, incidental, liquidated or consequential damage of any kind.

**CLAIMS**

You are responsible for inspecting merchandise on receipt and for filing claims with the carriers for damage or loss. All claims for shortages and damages must be made in writing to the carriers within ten (10) days of receipt. We suggest you call the carrier immediately upon noticing any possible freight related damage and arrange for inspection before proceeding with unpacking. Photographs taken while the delivery truck is still on sight are recommended if possible.

Under no circumstances may you withhold payment or charge the Company for freight or warranty related claims.

No claim for expenses incurred for corrective work done on merchandise provided by the Company will be considered or accepted unless specifically agreed to in writing, in advance of the work being done, by an authorized manager of the Company.

**INFORMATION AND ASSISTANCE**

**If at any time you have a question on an invoice from the Company, a call or note to our accounting department will bring prompt action toward getting the problem resolved.**

If it becomes necessary, at R.F. MacDonald Co.'s discretion, to take legal action in order to collect your account, R.F. MacDonald Co. shall be entitled to recover, in addition to any other recovery, its court costs, reasonable attorney's fees and all other collection expenses.

If you have any questions regarding this policy, please contact our office.

We appreciate your business and look forward to providing you with reliable equipment, parts and service.

Please acknowledge below your receipt and agreement to the provisions of this policy statement. Please return the original to:

**R.F. MacDonald Co.**  
**Shane Hardesty**  
 642 Martin Avenue, Ste B  
 Rohnert Park, CA 94928  
 Telephone 707-586-9234  
 Fax 707-586-9289

APPLICABLE LAW: This agreement shall be governed by the substantive laws of the State of California

Acknowledged and Agreed To: \_\_\_\_\_  
 Company Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Name/Title: \_\_\_\_\_  
 Date: \_\_\_\_\_





**TITLE**

Green Island Road Special Tax and Bond Accountability Act

**RECOMMENDATION**

Receive and file the Fiscal Year 2020-21 Green Island Road Community Facilities District Local Agency Special Tax and Bond Accountability Act required disclosures.

**CONTACT**

Lincoln Bogard, Finance Director

**BACKGROUND & ANALYSIS**

The Green Island Road Community Facility District (CFD) was approved by property owners within the dedicated boundaries and authorized up to \$14 million in bonded indebtedness for community improvements and necessary infrastructure. To date, the first of two tranches of bonds have been issued and the Local Agency Special Tax and Bond Accountability Act requires that annual reports are filed with the local agency governing body. Section 2. of the attached report contains the required disclosures. The entire report is being provided for additional context and background.

The chart attached below shows the financial positions, collections, and expenditures of the three funds included.

Fund Name	Initial Deposit	06/30/2020 Balance	Total Amount Collected (1)	06/30/2021 Balance	Amount Expended (2)	Fund Status
Special Tax	\$0.00	\$797,666.09	\$920,077.62	\$1,245,088.29	\$472,655.42	Ongoing
Improvement	\$5,051,000.00	\$5,056,400.41	\$0.00	\$2,810,898.91	\$2,245,501.50	Ongoing
Reserve	\$272,600.00	\$272,891.45	\$286.06	\$272,605.39	\$0.00	Ongoing

(1) Total Amount Collected includes special tax revenues, interest earnings, and transfers between funds, if any.

(2) Amount Expended is the difference in the annual fund balance plus the amount collected.

**COUNCIL PRIORITY PROGRAMS AND PROJECTS**

Economic Development and Vitality: "Attract and expand diverse business and employment

opportunities."

### **FISCAL IMPACT**

The bonded indebtedness, collections, and related accounting and payment activities are a fiduciary activity for the City and the City has no obligation to repay the incurred debt, even in the event of a default. Therefore, there is no fiscal impact to the City from this CFD.

### **ENVIRONMENTAL REVIEW**

This is not a project as defined under CEQA.

### **ATTACHMENTS:**

1. [Green Island Road CFD 2018-1 FY 21-22 Annual Report](#)

# CITY OF AMERICAN CANYON

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*Fiscal Year 2021/22 Annual Report for:*

**Community Facilities District No. 2018-1**

**(Green Island Road Project)**

January 2022

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# 1. DISTRICT ANALYSIS

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## 1.1 Community Facilities District No. 2018-1

Community Facilities District No. 2018-1 (the “District”) was formed in November 2018 by the City of American Canyon (the “City”). Two special taxes are levied within the District to finance the acquisition, construction, and provide for the maintenance of certain public facilities within the District. These include transportation improvements; drainage system, sanitary sewer system, and flood control system improvements; landscape corridor and paseo improvements, development impact fees, public services and formation, administrative, and incidental expenses. The Annual Facilities Special Tax (the “Facilities Special Tax”) shall be levied for a period not to exceed 39 years commencing with the Fiscal Year 2019/20 levy. The Annual Services Special Tax (the “Services Special Tax”) shall be levied in perpetuity to fund the Annual Services Special Tax Requirement commencing with the Fiscal Year 2019/20.

The City issued the \$5,165,000 City of American Canyon Community Facilities District No. 2018-1 (Green Island Road Project) Special Tax Bonds Series 2020 (the “Bonds”) on February 6, 2020. The Bonds are scheduled to mature with the debt service payment on September 1, 2054.

## 1.2 Levy

The Fiscal Year 2021/22 levy was placed on 78 parcels. The levy amount for the Services Special Tax was \$55,134.68. The levy amount for the Facilities Special Tax was \$864,942.94.

The Services Special Tax is subject to a 3% tax escalation factor that is applied annually beginning on July 1, 2019, and each fiscal year thereafter. For Fiscal Year 2021/22, the maximum Services Special Tax rate was \$59.13 per acre of Industrial and Taxable Public Property. The Facilities Special Tax has no escalator and remains \$883.31 per acre.

## 1.3 Funds

After accounting for the September 1, 2021 debt service payment, an estimated six months’ worth of administrative expenses, and the balances of the Special Tax Fund and Bond Fund as of September 1, 2021, there was a surplus in the Special Tax Fund of approximately \$1,369,000. The surplus is due to unspent Pay-As-You-Go-Facilities funds. Per the Fiscal Agent Agreement, this surplus should be transferred to the Surplus Account of the Special Tax Fund. The City may withdraw from the Surplus Account amounts needed to pay the City’s administrative expenses and County fees, provided that such withdrawals are not in excess of the portion of the Special Tax levy collected by the City which corresponds to administrative expenses. Money in the Surplus Account may also be transferred to the Improvement Fund to pay for the costs of the District’s improvements or authorized facility contributions, or to pay the principal of, premium (if any), and interest on the Bonds.

The balance in the Reserve Fund as of September 1, 2021 meets the Reserve Requirement.

## 1.4 Delinquencies

As of December 1, 2021, there were no delinquencies for the Facilities Special Tax and Services Special Tax for the Fiscal Year 2020/21 levy. NBS will continue to monitor the District's annual levy collections and will recommend delinquency management actions as needed.

### **NBS**

Amanda Welker, Administrator  
Adina McCargo, Project Manager  
Sara Mares, Client Services Director

## 2. LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT

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Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act (the “Act”). This Act requires that any local special tax or local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001, in accordance with Section 50075.1 or Section 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation of the Special Tax District and others are handled through annual reports. This section of this report intends to comply with Sections 50075.3 and 53411 of the California Government Code that states:

“The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain all of the following:

1. The amount of funds collected and expended.
2. The status of any project required or authorized to be funded as identified in subdivision (a) of Sections 50075.1 [and] 53410.”

The requirements of the Act apply to the Funds for the following:

Community Facilities District No. 2018-1 (Green Island Road Project)  
Special Tax Bonds Series 2020  
February 6, 2020

### 2.1 Purpose of Special Tax

A special tax is levied within the District to finance the acquisition, construction, and maintenance of certain public facilities within the District. These include transportation improvements; drainage system, sanitary sewer system, and flood control system improvements; landscape corridor and paseo improvements, development impact fees, public services and formation, administrative, and incidental expenses.

The project funded by the bonds is ongoing.

## 2.2 Collections and Expenditures

Fund Name	Initial Deposit	6/30/2020 Balance	Total Amount Collected <sup>(1)</sup>	6/30/2021 Balance	Amount Expended <sup>(2)</sup>	Fund Status
Special Tax Fund	\$0.00	\$797,666.09	\$920,077.62	\$1,245,088.29	\$472,655.42	Ongoing
Improvement Fund	5,051,000.00	5,056,400.41	0.00	2,810,898.91	2,245,501.50	Ongoing
Reserve Fund	272,600.00	272,891.45	286.06	272,605.39	0.00	Ongoing

(1) Total Amount Collected includes special tax revenues, interest earnings, and transfers between funds, if any.

(2) Amount Expended is the difference in the annual fund balance plus the amount collected.

### 3. LEVY ANALYSIS

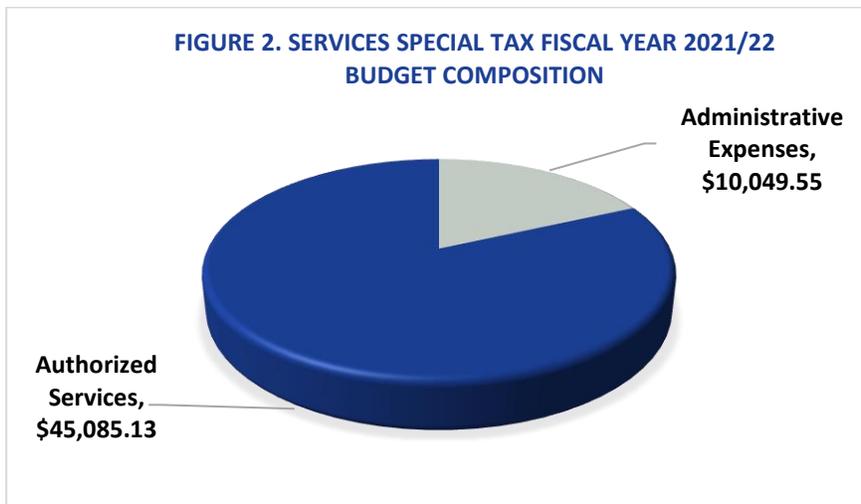
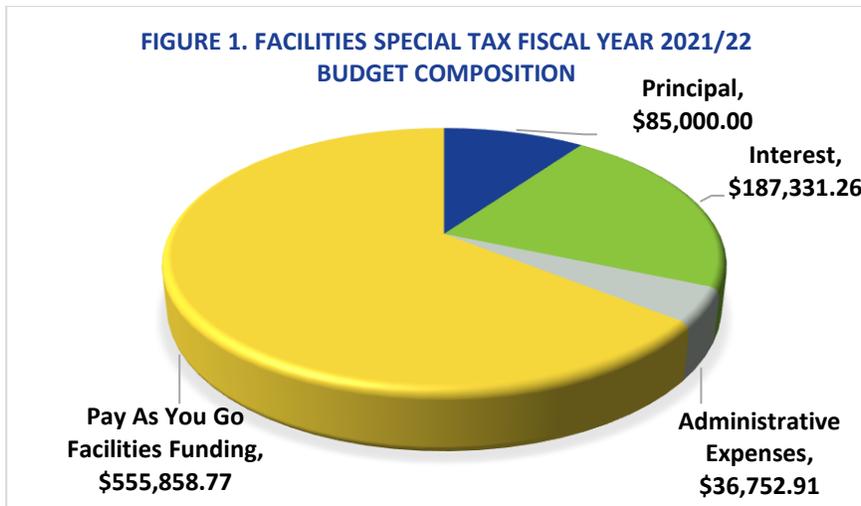
#### 3.1 Levy Summary

A summary of the total levy and breakdown of the levy components for Fiscal Year 2021/22 are shown in the table and charts below.

Description	Parcel Count <sup>(1)</sup>	Levy Amount <sup>(2)</sup>
Facilities Special Tax	78	\$864,942.94
Services Special Tax	78	55,134.68
<b>Totals:</b>		<b>\$920,077.62</b>

(1) Facilities and Services Special Tax levied on all taxable parcels in the District.

(2) Net of installment rounding.



### 3.2 Special Tax Spread

The total levy and applied rates for Fiscal Year 2021/22 are shown in the tables below.

#### 3.2.1 FACILITIES SPECIAL TAX

Land Use Classification	Parcel Count	FY 2021/22 Applied Rates	Total FY 2021/22 Special Tax Levy
Industrial	78	\$883.31/acre	\$864,942.94

#### 3.2.2 SERVICES SPECIAL TAX

Land Use Classification	Parcel Count	FY 2021/22 Applied Rates	Total FY 2021/22 Special Tax Levy
Industrial	78	\$59.13/acre	\$55,134.68

### 3.3 Maximum and Applied Rates

The Fiscal Year 2021/22 applied tax rates compared to the maximum tax rates are shown in the tables below.

#### 3.3.1 FACILITIES SPECIAL TAX

Land Use Classification	FY 2021/22 Applied Tax Rate	FY 2021/22 Maximum Tax Rate	Percent of Maximum
Industrial	\$883.31/acre	\$883.31/acre	100.00%

#### 3.3.2 SERVICES SPECIAL TAX

Land Use Classification	FY 2021/22 Applied Tax Rate	FY 2021/22 Maximum Tax Rate	Percent of Maximum
Industrial	\$59.13/acre	\$59.13/acre	100.00%

### 3.4 Maximum Tax Rates

The Fiscal Year 2021/22 maximum tax rates compared to the prior year are shown in the tables below.

#### 3.4.1 FACILITIES SPECIAL TAX

Land Use Classification	FY 2021/22 Maximum Tax Rate	FY 2020/21 Maximum Tax Rate	Percent Change <sup>(1)</sup>
Industrial	\$883.31/acre	\$883.31/acre	0.00%

(1) The maximum tax rate for the Facilities Special Tax does not escalate.

### 3.4.2 SERVICES SPECIAL TAX

Land Use Classification	FY 2021/22 Maximum Tax Rate	FY 2020/21 Maximum Tax Rate	Percent Change
Industrial	\$59.13/acre	\$57.42/acre	3.00%

## 3.5 Applied Tax Rates

The Fiscal Year 2021/22 applied tax rates compared to the prior year are shown in the tables below.

### 3.5.1 FACILITIES SPECIAL TAX

Land Use Classification	FY 2021/22 Applied Tax Rate	FY 2020/21 Applied Tax Rate	Percent Change <sup>(1)</sup>
Industrial	\$883.31/acre	\$883.31/acre	0.00%

(1) Facilities Special Tax levied at 100% of the maximum special tax rate in Fiscal Year 2020/21 and 2021/22.

### 3.5.2 SERVICES SPECIAL TAX

Land Use Classification	FY 2021/22 Applied Tax Rate	FY 2020/21 Applied Tax Rate	Percent Change <sup>(1)</sup>
Industrial	\$59.13/acre	\$57.42/acre	3.00%

(1) Services Special Tax levied at 100% of the maximum special tax rate in Fiscal Year 2020/21 and 2021/22.

## 4. FINANCIAL STATUS

### 4.1 Improvement Fund

9/1/2021 Balance	Project Status
\$5,056,451.08	Ongoing

### 4.2 Special Tax Fund & Bond Fund

9/1/2021 Special Tax Fund Balance	9/1/2021 Bond Fund Balance	9/1/2021 Debt Service	9/1/2020 Bond Call	Estimated Administrative Expenses <sup>(2)</sup>	Surplus / (Deficit)
\$1,374,450.75	\$174,873.75	\$174,865.63	\$0.00	\$5,025.00	\$1,369,433.87

(1) Bonds are protected from optional redemption until 9/1/2026. Represents six months of administrative expenses.

### 4.3 Reserve Fund

9/1/2021 Balance	Reserve Requirement <sup>(1)</sup>	Surplus / (Deficit)
\$272,600.00	\$272,600.00	\$0.00

(1) Reserve Requirement is defined as the least of (i) 10% of the original principal amount of the Bonds (ii) maximum annual debt service for the Bonds or (iii) 125% of the average annual debt service on the Bonds.

### 4.4 Assessed Value to Debt Ratio

Total Assessed Value <sup>(1)</sup>	Principal Amount of Bonds Outstanding <sup>(2)</sup>	Assessed Value to Debt Ratio
\$717,309,913.00	\$5,085,000.00	141.06:1

(1) The assessed value of levied parcels within the District, as of January 1, 2021.

(2) As of 9/02/2021 Debt Service Schedule.

## 4.5 Delinquency Status and Foreclosure Covenant

Foreclosure Attorney	Foreclosure Recap	Delinquency Management Steps Taken
None	None	N/A

Pursuant to Section 53356.1 of the Act, in the event of any delinquency in the payment of the Facilities Special Tax, the City may order the institution of a Superior Court action to foreclose the lien therefor within specified time limits. In such an action, the real property subject to the unpaid amount may be sold at a judicial foreclosure sale. Such judicial foreclosure action is not mandatory.

However, the City has covenanted for the benefit of the Owners of the Bonds that not later than August 1 of each year, the City will compare the amount of Facilities Special Taxes levied in the prior Fiscal Year to the amount of Facilities Special Taxes reported by the County as paid and received for such Fiscal Year, and:

Individual Delinquencies: If the City determines that any single parcel is delinquent in the payment of all or a portion of three semi-annual installments of Special Taxes, then the City shall send or cause to be sent a notice of delinquency (and a demand for immediate payment thereof) to the property owner within 30 days of such determination, and (if the delinquency remains uncured) foreclosure proceedings shall be commenced by the City as to each parcel that received the delinquency notification promptly following such determination, to the extent permissible under applicable law and shall thereafter diligently proceed with such foreclosure proceedings to the extent permitted by law, and as recommended by legal counsel to the City.

Aggregate Delinquencies: If the City determines that (i) the total amount of delinquent Facilities Special Taxes for the prior Fiscal Year (including the total of delinquencies under the paragraph above) exceeds 5% of the total Facilities Special Taxes due and payable for the prior Fiscal Year, and (ii) the amount in any reserve account within the Reserve Fund is less than the Reserve Requirement for all the applicable series of Bonds secured thereby, then the City shall notify or cause to be notified property owners who are then delinquent in the payment of Facilities Special Taxes (and demand immediate payment of the delinquency) within 30 days of such determination, and (if the delinquency remains uncured) shall commence foreclosure proceedings promptly following such determination, to the extent permissible under applicable law and shall thereafter diligently proceed with such foreclosure proceedings to the extent permitted by law, and as recommended by legal counsel to the City.

Under the Act, foreclosure proceedings are instituted by the bringing of an action in the superior court of the county in which the parcel lies, naming the owner and other interested persons as defendants. The action is prosecuted in the same manner as other civil actions. In such action, the real property subject to the special taxes may be sold at a judicial foreclosure sale for a minimum price that will be sufficient to pay or reimburse the delinquent special taxes.

The owners of the Bonds benefit from the amounts in the 2020 Reserve Account of the Reserve Fund established pursuant to the Fiscal Agent Agreement; however, if delinquencies in the payment of the Facilities Special Taxes with respect to the Bonds are significant enough to completely deplete the account, there could be a default or a delay in payments of principal and interest to the owners of the Bonds

pending prosecution of foreclosure proceedings and receipt by the City of the proceeds of foreclosure sales. Provided that it is not levying the Special Tax at the Maximum Facilities Special Tax rates set forth in the Special Tax Formula, the City may adjust the Facilities Special Taxes levied on all property within the District subject to the Facilities Special Tax to provide an amount required to pay debt service on the Bonds and to replenish the amounts in the accounts within the Reserve Fund. However, such adjustment is subject to the Maximum Facilities Special Tax and to the limitation described under the caption “– Special Tax Methodology” in the Official Statement of the Bonds.

Under current law, a judgment debtor (property owner) has at least 120 days from the date of service of the notice of levy to redeem the property to be sold. If a judgment debtor fails to redeem and the property is sold, his or her only remedy is an action to set aside the sale, which must be brought within 90 days of the date of sale. If, as a result of such an action a foreclosure sale is set aside, the judgment is revived, and the judgment creditor is entitled to interest on the revived judgment as if the sale had not been made (California Code of Civil Procedure Section 701.680).

# APPENDIX A: RATE AND METHOD OF APPORTIONMENT

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The following pages show the Rate and Method of Apportionment of the Special Tax.

## EXHIBIT A

### RATE AND METHOD OF APPORTIONMENT FOR CITY OF AMERICAN CANYON COMMUNITY FACILITIES DISTRICT NO. 2018-1 (GREEN ISLAND ROAD PROJECT)

A Special Tax shall be levied and collected in the City of American Canyon Community Facilities District No. 2018-1 (Green Island Road Project) ("CFD No. 2018-1") each Fiscal Year in an amount determined by the application of the procedures described below. All of the Taxable Property (defined below) in CFD No. 2018-1, unless exempted by law or the provisions thereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

#### A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

**"Acre or Acreage"** means that acreage shown on the Assessor's Parcel Map or in the Assessor's Data for each Assessor's Parcel. In the event that the Assessor's Parcel Map or Assessor's Data shows no acreage, the Acreage for any Assessor's Parcel may be determined by the CFD Administrator based upon the applicable condominium plan, final map, parcel map or calculated using available spatial data and GIS. The square footage of an Assessor's Parcel is equal to the Acreage of such parcel multiplied by 43,560.

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State.

**"Administrative Expenses"** means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2018-1: the costs of any paying agents/fiscal agents/trustees related to Bond payments (including the fees and expenses of its counsel), banking and management; the costs of computing the Annual Facilities Special Tax Requirement, the Annual Services Special Tax Requirement, the Annual Special Taxes and of preparing the collection schedules for the Annual Special Taxes; the costs of collecting the Annual Special Taxes, including any charges levied by the County Auditor's Office, Tax Collector's Office or Treasurer's Office; the costs of the City or designee in complying with the disclosure requirements of the California Government Code (including the Act) and the federal securities laws; costs of responding to public inquiries regarding the Annual Special Taxes; the costs of the City or designee related to an appeal of the Annual Special Taxes or interpretation of the Rate and Method of Apportionment; amounts needed to pay rebate to the federal government related to Bonds; and the costs of commencing and pursuing to completion any foreclosure action arising from delinquent Annual Special Taxes in the District. Administrative Expenses shall also include an allocable share of the salaries of City staff and an allocable portion of City overhead costs relating to the foregoing, or costs of the City in any way related to the establishment or administration of the District. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2018-1 for any other administrative purposes of CFD No. 2018-1.

**"Annual Facilities Special Tax"** means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property within CFD No. 2018-1 to fund the Annual Facilities Special Tax Requirement.

**"Annual Services Special Tax"** means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property within CFD No. 2018-1 to fund the Annual Services Special Tax Requirement.

**"Annual Special Taxes"** means, collectively, the Annual Facilities Special Tax and the Annual Services Special Tax.

**"Annual Facilities Special Tax Requirement"** means that amount required in any Fiscal Year for CFD No. 2018-1 to pay: (1) Debt Service, (2) Administrative Expenses, (3) any amount required to establish or replenish a reserve fund in connection with the Bonds, (4) any amount required to establish or replenish any operating reserve held by the City for Administrative Expenses, (5) amounts needed to compensate for historical delinquencies and reasonably anticipated delinquent Annual Facilities Special Tax based on the delinquency rate for Annual Facilities Special Tax levied in the previous Fiscal Year, (6) pay any amounts needed for Pay-As-You-Go Expenditures eligible to be funded by CFD No. 2018-1 under the Act, (7) redemption of Bonds as allowed under the Indenture, and (8) any amounts required to establish or replenish any surplus fund account in connection with the Bonds . The amounts referred to in clauses (1) and (3) of the preceding sentence may be reduced in any Fiscal Year (in the City's sole discretion) by (i) interest earnings on or surplus balances in funds and accounts for Bonds to the extent that such earnings or balances are available to apply against Debt Service pursuant to the Indenture, (ii) proceeds from the collection of penalties associated with delinquent Annual Facilities Special Tax, and (iii) any other revenues available to pay Debt Service on the Bonds or other indebtedness as determined by the CFD Administrator.

**"Annual Services Special Tax Requirement"** means that amount required in any Fiscal Year for CFD No. 2018-1 to: (i) pay for the Authorized Services; (ii) pay Administrative Expenses; (iii); pay for reasonably anticipated Annual Services Special Tax delinquencies based on the delinquency rate for the Annual Services Special Tax levy in the previous Fiscal Year; less (iv) a credit for funds available, if any, to reduce the Annual Services Special Tax levy, as determined by the CFD Administrator.

**"Assessor's Data"** means Acreage or other Assessor's Parcel information contained in the records of the County Assessor.

**"Assessor's Parcel"** means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

**"Assessor's Parcel Map"** means an official map of the County Assessor of the County designating parcels by Assessor's Parcel number.

**"Assigned Facilities Special Tax"** means the Assigned Facilities Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

**"Attached Single Family Residential Property"** means those Assessor's Parcels are intended for or consist of a single Dwelling Unit which shares a wall with an adjacent Dwelling Unit, or which are otherwise known by the CFD Administrator to be multiple residential lots.

**"Authorized Services"** means the public services authorized to be financed, in whole or in part, by CFD No. 2018-1 Annual Services Special Tax.

**"Authorized Facilities"** means the public facilities authorized to be financed, in whole or in part, by the proceeds of the CFD No. 2018-1 Bonds.

**"Backup Facilities Special Tax"** means the Backup Facilities Special Tax applicable to each Assessor's Parcel of Industrial Property, as determined in accordance with Section C below.

**"Base Year"** means the Fiscal Year beginning on July 1, 2018 and ending on June 30, 2019.

**"Bonds"** means bonds or other debt (as defined in the Act), whether in one or more series, issued or assumed by CFD No. 2018-1 to fund Authorized Facilities.

**"CFD Administrator"** means an official of the City, or designee thereof, responsible for determining the Annual Facilities Special Tax Requirement and Annual Services Special Tax Requirement, and providing for the levy and collection of the Special Taxes.

**"CFD No. 2018-1"** means City of American Canyon Community Facilities District No. 2018-1 (Green Island Road Project).

**"City"** means the City of American Canyon.

**"City Council"** means the City Council of the City, acting as the legislative body of CFD No. 2018-1.

**"County"** means the County of Napa.

**"Debt Service"** means for each Debt Year, the total amount of principal and interest due for any Bonds of CFD No. 2018-1.

**"Debt Year"** means the twelve (12) month period ending on the second debt service payment date of each calendar year.

**"Developed Property"** means, for each Fiscal Year, (1) all Taxable Property for which a building permit was issued prior to June 1 of the prior Fiscal Year, (2) all Taxable Property which has an improved value on the County Assessor's Data for Fiscal Year 2018/19. Once an Assessor's Parcel is determined to be Developed Property, it will be treated as such for each subsequent Fiscal Year.

**"Fiscal Year"** means the period starting July 1 and ending on the following June 30.

**"Indenture"** means the indenture, fiscal agent agreement, resolution, or other instrument pursuant to which Bonds for CFD No. 2018-1 are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

**"Industrial Property"** means all Assessor's Parcels within the boundaries of CFD No. 2018-1 which are not classified as Public Property.

**"Maximum Facilities Special Tax"** means the Maximum Facilities Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

**"Maximum Services Special Tax"** means the Maximum Services Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

**"Pay-As-You-Go Expenditure"** means the use of Annual Facilities Special Tax revenues, that are not needed for Debt Service, Administrative Expenses, for Authorized Facilities to be constructed or acquired

by the CFD. Pay-As-You-Go Expenditures may be included in the Annual Facilities Special Tax Requirement until all Authorized Facilities have been constructed or acquired.

**"Proportionately"** means, the ratio of the actual Annual Special Tax levy to the Assigned Special Tax is equal for all Assessor's Parcels of Industrial Property respectively. The term "Proportionately" may similarly be applied to other categories of Taxable Property as listed in Section C below.

**"Public Property"** means property within the boundaries of CFD No. 2018-1 owned by, irrevocably offered or dedicated to, or for which an easement for purposes of public right-of-way has been granted to the federal government, the State, the County, the City, or any local government or other public agency, provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

**"State"** means the State of California.

**"Tax Escalation Factor"** means a factor equal to 3% that will be applied annually after the Base Year and each Fiscal Year thereafter to increase the Maximum Services Special Tax over the previous year as shown in Section C. The Tax Escalation Factor does not apply to the Annual Facilities Special Tax.

**"Taxable Property"** means all of the Assessor's Parcels within the boundaries of CFD No. 2018-1 which are not exempt from the Special Tax pursuant to law or Section E below.

**"Taxable Public Property"** means all Assessor's Parcels of Public Property that are not exempt pursuant to Section E below.

**"Trustee"** means the trustee or fiscal agent under the Indenture.

**"Undeveloped Property"** means, for each Fiscal Year, all Taxable Property not classified as Developed Property.

**B. ASSIGNMENT TO LAND USE CATEGORIES**

Each Fiscal Year, all Assessor's Parcels of Taxable Property within CFD No. 2018-1 shall be classified as Industrial Property, Public Property or Taxable Public Property and shall be subject to Annual Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D below.

**C. MAXIMUM AND ASSIGNED SPECIAL TAXES**

1. Maximum Facilities Special Tax

The Maximum Facilities Special Tax for each Assessor's Parcel that may be levied in any Fiscal Year shall be the greater of (i) the amount derived by the application of the Assigned Facilities Special Tax or (ii) the amount derived by the application of the Backup Facilities Special Tax.

The Assigned Facilities Special Tax for each Assessor's Parcel of Taxable Property that may be levied in any Fiscal Year is shown in Table 1.

**TABLE 1  
ASSIGNED FACILITIES SPECIAL TAX**

<u>Property Type</u>	<u>Rate</u>	<u>Per</u>
Industrial Property	\$883.31	Acre
Taxable Public Property	883.31	Acre

Backup Facilities Special Tax

The Backup Facilities Special Tax for each Assessor’s Parcel of Taxable Property shall be the rate per Acre that results in the same Annual Facilities Special Tax amount as calculated using the Assigned Facilities Special Tax. It is anticipated that the Backup Facilities Special Tax will be utilized only for property that loses Acreage as a result of development or other change. Alternatively, a partial prepayment may be made pursuant to the provisions of Section I. 2. below in an amount that would satisfy the obligation related to the lost Acreage.

Notwithstanding the above, under no circumstances will the Annual Facilities Special Tax levied in any Fiscal Year against any Assessor’s Parcel for which an occupancy permit for private residential use has been issued be increased by more than ten percent above the amount that would have been levied in that Fiscal Year had there never been any such delinquency or default by the owner(s) of any other Assessor’s Parcel within CFD No. 2018-1.

2. Maximum Services Special Tax

The Maximum Services Special Tax for each Assessor’s Parcel that may be levied in any Fiscal Year shall be the amount shown in Table 2.

**TABLE 2  
MAXIMUM SERVICES SPECIAL TAX  
FISCAL YEAR 2018/19**

<u>Property Type</u>	<u>Rate</u>	<u>Per</u>
Industrial Property	\$54.12	Acre
Taxable Public Property	54.12	Acre

On each July 1, commencing on July 1, 2019, the Maximum Services Special Tax shall increase by the Tax Escalation Factor.

**D. METHOD OF APPORTIONMENT OF THE ANNUAL SPECIAL TAXES**

1. Annual Facilities Special Tax

Commencing with Fiscal Year 2019/20 and for each following Fiscal Year, the CFD Administrator shall determine the Annual Facilities Special Tax Requirement and shall levy the Annual Facilities Special Tax until the total Annual Facilities Special Tax levy equals the Annual Facilities Special Tax Requirement. The Annual Facilities Special Tax shall be levied each Fiscal Year as follows:

First: The Annual Facilities Special Tax shall be levied on each Assessor’s Parcel of Developed Property Proportionately up to 100% of the applicable Maximum Facilities Special Tax to satisfy the Annual Facilities Special Tax Requirement;

Second: If additional monies are needed to satisfy the Annual Facilities Special Tax Requirement after the first step has been completed, the Annual Facilities Special Tax shall be levied on each Assessor’s

Parcel of Undeveloped Property Proportionately up to 100% of the applicable Maximum Facilities Special Tax to satisfy the Annual Facilities Special Tax Requirement.

Third: If additional monies are needed to satisfy the Annual Facilities Special Tax Requirement after the first two steps have been completed, the Annual Facilities Special Tax shall be levied on each Assessor's Parcel of Taxable Public Property Proportionately up to 100% of the applicable Maximum Facilities Special Tax to satisfy the Annual Facilities Special Tax Requirement.

2. Annual Services Special Tax

Commencing with Fiscal Year 2019/20 and for each following Fiscal Year, the CFD Administrator shall determine the Annual Services Special Tax Requirement and shall levy the Annual Services Special Tax until the total Annual Services Special Tax levy equals the Annual Services Special Tax Requirement. The Annual Services Special Tax shall be levied each Fiscal Year as follows:

First: The Annual Services Special Tax shall be levied on each Assessor's Parcel of Industrial Property Proportionately up to 100% of the applicable Maximum Services Special Tax to satisfy the Annual Services Special Tax Requirement;

Second: If additional monies are needed to satisfy the Annual Services Special Tax Requirement after the first step has been completed, the Annual Services Special Tax shall be levied on each Assessor's Parcel of Taxable Public Property Proportionately at 100% of the applicable Maximum Services Special Tax.

**E. EXEMPTIONS**

No Annual Special Taxes shall be levied on up to 141 Acres of Public Property. Tax-exempt status will be assigned by the CFD Administrator in the chronological order according to the date of dedication to the public agency in which property becomes Public Property. However, should an Assessor's Parcel no longer be classified as Public Property its tax-exempt status will be revoked.

Public Property that is not exempt from the Annual Special Taxes under this section shall be subject to the levy of the Annual Special Taxes and shall be taxed Proportionately as part of the second step in Section D.1. and D.2. above, at up to 100% of the applicable Maximum Facilities Special Tax and Maximum Services Special Tax shown in Table 1 and Table 2, respectively.

**F. APPEALS**

Any property owner may file a written appeal of the Annual Special Taxes with the CFD Administrator claiming that the amount or application of the Annual Special Taxes is not correct. The appeal must be filed not later than one calendar year after having paid the Annual Special Taxes that are disputed, and the appellant must be current in all payments of Annual Special Taxes. In addition, during the term of the appeal process, all Annual Special Taxes levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Annual Special Taxes are in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the City Council whose subsequent decision shall be final and binding

on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City Council requires the Annual Special Taxes to be modified or changed in favor of the property owner, no cash refund shall be made for prior years' Annual Special Taxes, but an adjustment shall be made to credit future Annual Special Taxes, so long as this does not decrease annual debt service coverage below 110% in any given Fiscal Year.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

**G. INTERPRETATIONS**

The City may, by resolution or ordinance, interpret, clarify and/or revise this Rate and Method of Apportionment to correct any inconsistency, vagueness, or ambiguity as it relates to the Annual Special Taxes, method of apportionment, classification of Assessor's Parcels, or any definition used herein, as long as such correction does not materially affect the levy and collection of Annual Special Taxes.

**H. MANNER OF COLLECTION**

The Annual Special Taxes will be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that the City may directly bill the Annual Special Taxes, may collect the Annual Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent property as permitted by the Act.

**I. PREPAYMENT OF ANNUAL FACILITIES SPECIAL TAX**

The following definition applies to this Section I:

**"Outstanding Bonds"** means all Previously Issued Bonds that are deemed to be outstanding under the Indenture after the first interest and/or principal payment date following the current Fiscal Year.

**"Previously Issued Bonds"** means all CFD No. 2018-1 Bonds that have been issued by CFD No. 2018-1 prior to the date of prepayment.

**1. Prepayment in Full**

The obligation of an Assessor's Parcel to pay the Annual Facilities Special Tax may be prepaid and permanently satisfied as described herein; provided that a prepayment may be made after all authorized CFD No. 2018-1 Bonds have been issued and only if there are no delinquent Annual Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Annual Facilities Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount of such Assessor's Parcel. The CFD Administrator may charge a fee for providing this service. Prepayment in any six month period must be made not less than 45 days prior to the next occurring date that notice of redemption of CFD No. 2018-1 Bonds from the proceeds of such prepayment may be given to the Trustee pursuant to the Indenture.

The Annual Facilities Special Tax Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Defeasance Amount
plus	Administrative Fees and Expenses
less	<u>Reserve Fund Credit (if any)</u>
Total: equals	Annual Facilities Special Tax Prepayment Amount

As of the proposed date of prepayment, the Annual Facilities Special Tax Prepayment Amount (defined below) shall be calculated by the CFD Administrator as follows:

**Paragraph Number:**

1. Confirm that no Annual Special Taxes delinquency apply to such Assessor's Parcel.
2. Compute the Maximum Facilities Special Tax applicable for the Assessor's Parcel to be prepaid.
3. Divide the Maximum Facilities Special Tax computed pursuant to paragraph 2 by the total Maximum Facilities Special Tax for CFD No. 2018-1 which could be charged in the current Fiscal Year, excluding any Assessor's Parcels which have been prepaid in full and excluding the portion of Maximum Facilities Special Tax for any Assessor's Parcels which have been prepaid in part
4. Multiply the quotient computed pursuant to paragraph 3 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the "Bond Redemption Amount").
5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium, if any, on the Outstanding Bonds as detailed in the Indenture to be redeemed (the "Redemption Premium").
6. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds (the "Defeasance Amount").
7. Verify the administrative fees and expenses of CFD No. 2018-1, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 2018-1 Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "Administrative Fees and Expenses").
8. If reserve funds for the Outstanding Bonds, if any, are held in cash and are at or above 100% of the reserve requirement (as defined in the Indenture) on the prepayment date, a reserve fund credit shall be calculated as a reduction in the applicable reserve requirement for the Outstanding Bonds to be redeemed pursuant to the prepayment (the "Reserve Fund Credit"). No Reserve Fund Credit shall be granted if reserve funds are held as a surety or are below 100% of the reserve requirement on the prepayment date or the redemption date.
9. The Annual Facilities Special Tax prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 6, and 7, less the amount computed pursuant to paragraph 8 (the "Prepayment Amount").

10. From the Prepayment Amount, the amounts computed pursuant to paragraphs 4, 5, 6 and 8 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to paragraph 7 shall be retained by CFD No. 2018-1.

The Annual Facilities Special Tax Prepayment Amount may be sufficient to redeem more Outstanding Bonds than the bond increment allows. In such cases, the amount above the increment or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of Outstanding Bonds or to make debt service payments.

With respect to any Assessor's Parcel that is prepaid, the CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of the Annual Facilities Special Tax and the obligation of such Assessor's Parcel to pay the Annual Facilities Special Tax shall cease. Current year special taxes will remain on the tax roll. Payment of those installments will be confirmed prior to recordation of the notice above.

Notwithstanding the foregoing, no Annual Facilities Special Tax prepayment shall be allowed unless the amount of Assigned Facilities Special Tax that may be levied on Taxable Property within CFD No. 2018-1 (after excluding 141 Acres of Public Property as set forth in Section E) both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds.

## **2. Prepayment in Part**

The Annual Facilities Special Tax may be partially prepaid, provided that a partial prepayment may be made after all authorized CFD No. 2018-1 Bonds have been issued and only if there are no delinquent Annual Special Taxes with respect to such Assessor's Parcel at the time of partial prepayment. The amount of the prepayment shall be calculated as in Section I.1; except that a partial prepayment shall be calculated by the CFD Administrator according to the following formula:

$$PP = P_E \times F.$$

These terms have the following meaning:

- PP = the partial prepayment
- $P_E$  = the Special Tax Prepayment Amount calculated according to Section I.1
- F = the percentage by which the owner of the Assessor's Parcel(s) is partially prepaying the Annual Facilities Special Tax.

The Annual Facilities Special Tax partial prepayment amount must be sufficient to redeem a single increment of Outstanding Bonds, or multiples thereof.

The owner of any Assessor's Parcel who desires such prepayment shall notify the CFD Administrator of such owner's intent to partially prepay the Special Tax and the percentage by which the Annual Facilities Special Tax shall be prepaid. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Special Tax for an Assessor's Parcel within thirty (30) days of the request and may charge a fee for providing this service. With respect to any Assessor's Parcel that is partially prepaid, the CFD Administrator shall (i) distribute the prepayment funds remitted

according to Section I.1, and (ii) indicate in the records of CFD No. 2018-1 that there has been a partial prepayment of the Annual Facilities Special Tax and that a portion of the Annual Facilities Special Tax with respect to such Assessor's Parcel, equal to the outstanding percentage (1.00 - F) of the remaining Maximum Facilities Special Tax, shall continue to be levied on such Assessor's Parcel pursuant to Section D.

Notwithstanding the foregoing, no Annual Facilities Special Tax partial prepayment shall be allowed unless the amount of Assigned Facilities Special Tax that may be levied on Taxable Property within CFD No. 2018-1 (after excluding 141 Acres of Public Property as set forth in Section E) both prior to and after the proposed partial prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds.

**J. PREPAYMENT OF ANNUAL SERVICES SPECIAL TAX**

The Annual Services Special Tax may not be prepaid.

**K. TERM**

The Annual Facilities Special Tax shall be levied for a period not to exceed 39 years commencing with Fiscal Year 2019/20.

The Annual Services Special Tax shall be levied for as long as required to fund the Annual Services Special Tax Requirement.

## APPENDIX B: CURRENT DEBT SERVICE SCHEDULE

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The following pages show the Current Debt Service Schedule.

**City of American Canyon**  
**CFD No. 2018-1 (Green Island RP) FAC (2020 Bond)**  
**Current Debt Service Schedule**

Bonds Dated: 02/06/2020  
Bonds Issued: \$5,165,000.00

Payment Date	CUSIP	Interest Rate	Balance	Principal	Interest	Payment Total	Annual Total	Call Premium	Status
09/01/2020		.0000%	\$5,165,000.00	\$0.00	\$108,041.41	\$108,041.41	\$108,041.41	0.0000%	Paid
03/01/2021		3.0000	5,165,000.00	.00	94,865.63	94,865.63	.00	0.0000	Paid
09/01/2021	02489CAA7	3.0000	5,165,000.00	80,000.00	94,865.63	174,865.63	269,731.26	0.0000	Paid
03/01/2022		4.0000	5,085,000.00	.00	93,665.63	93,665.63	.00	0.0000	Unpaid
09/01/2022	02489CAB5	4.0000	5,085,000.00	85,000.00	93,665.63	178,665.63	272,331.26	0.0000	Unpaid
03/01/2023		4.0000	5,000,000.00	.00	91,965.63	91,965.63	.00	0.0000	Unpaid
09/01/2023	02489CAC3	4.0000	5,000,000.00	85,000.00	91,965.63	176,965.63	268,931.26	0.0000	Unpaid
03/01/2024		4.0000	4,915,000.00	.00	90,265.63	90,265.63	.00	0.0000	Unpaid
09/01/2024	02489CAD1	4.0000	4,915,000.00	90,000.00	90,265.63	180,265.63	270,531.26	0.0000	Unpaid
03/01/2025		4.0000	4,825,000.00	.00	88,465.63	88,465.63	.00	0.0000	Unpaid
09/01/2025	02489CAE9	4.0000	4,825,000.00	95,000.00	88,465.63	183,465.63	271,931.26	0.0000	Unpaid
03/01/2026		4.0000	4,730,000.00	.00	86,565.63	86,565.63	.00	0.0000	Unpaid
09/01/2026	02489CAF6	4.0000	4,730,000.00	95,000.00	86,565.63	181,565.63	268,131.26	3.0000	Unpaid
03/01/2027		4.0000	4,635,000.00	.00	84,665.63	84,665.63	.00	3.0000	Unpaid
09/01/2027	02489CAG4	4.0000	4,635,000.00	100,000.00	84,665.63	184,665.63	269,331.26	2.0000	Unpaid
03/01/2028		4.0000	4,535,000.00	.00	82,665.63	82,665.63	.00	2.0000	Unpaid
09/01/2028	02489CAH2	4.0000	4,535,000.00	105,000.00	82,665.63	187,665.63	270,331.26	1.0000	Unpaid
03/01/2029		4.0000	4,430,000.00	.00	80,565.63	80,565.63	.00	1.0000	Unpaid
09/01/2029	02489CAJ8	4.0000	4,430,000.00	110,000.00	80,565.63	190,565.63	271,131.26	0.0000	Unpaid
03/01/2030		4.0000	4,320,000.00	.00	78,365.63	78,365.63	.00	0.0000	Unpaid
09/01/2030	02489CAK5	4.0000	4,320,000.00	115,000.00	78,365.63	193,365.63	271,731.26	0.0000	Unpaid
03/01/2031		4.0000	4,205,000.00	.00	76,065.63	76,065.63	.00	0.0000	Unpaid
09/01/2031	02489CAL3	4.0000	4,205,000.00	120,000.00	76,065.63	196,065.63	272,131.26	0.0000	Unpaid
03/01/2032		4.0000	4,085,000.00	.00	73,665.63	73,665.63	.00	0.0000	Unpaid
09/01/2032	02489CAM1	4.0000	4,085,000.00	125,000.00	73,665.63	198,665.63	272,331.26	0.0000	Unpaid
03/01/2033		2.3750	3,960,000.00	.00	71,165.63	71,165.63	.00	0.0000	Unpaid
09/01/2033	02489CAN9	2.3750	3,960,000.00	130,000.00	71,165.63	201,165.63	272,331.26	0.0000	Unpaid
03/01/2034		2.3750	3,830,000.00	.00	69,621.88	69,621.88	.00	0.0000	Unpaid
09/01/2034	02489CAP4	2.3750	3,830,000.00	130,000.00	69,621.88	199,621.88	269,243.76	0.0000	Unpaid
03/01/2035		2.5000	3,700,000.00	.00	68,078.13	68,078.13	.00	0.0000	Unpaid
09/01/2035	02489CAQ2	2.5000	3,700,000.00	135,000.00	68,078.13	203,078.13	271,156.26	0.0000	Unpaid
03/01/2036		2.5000	3,565,000.00	.00	66,390.63	66,390.63	.00	0.0000	Unpaid
09/01/2036	02489CAR0	2.5000	3,565,000.00	135,000.00	66,390.63	201,390.63	267,781.26	0.0000	Unpaid
03/01/2037		2.6250	3,430,000.00	.00	64,703.13	64,703.13	.00	0.0000	Unpaid
09/01/2037	02489CAS8	2.6250	3,430,000.00	140,000.00	64,703.13	204,703.13	269,406.26	0.0000	Unpaid
03/01/2038		2.6250	3,290,000.00	.00	62,865.63	62,865.63	.00	0.0000	Unpaid
09/01/2038	02489CAT6	2.6250	3,290,000.00	145,000.00	62,865.63	207,865.63	270,731.26	0.0000	Unpaid
03/01/2039		2.6250	3,145,000.00	.00	60,962.50	60,962.50	.00	0.0000	Unpaid
09/01/2039	02489CAU3	2.6250	3,145,000.00	150,000.00	60,962.50	210,962.50	271,925.00	0.0000	Unpaid
03/01/2040		2.7500	2,995,000.00	.00	58,993.75	58,993.75	.00	0.0000	Unpaid
09/01/2040	02489CAV1	2.7500	2,995,000.00	145,000.00	58,993.75	203,993.75	262,987.50	0.0000	Unpaid

**City of American Canyon**  
**CFD No. 2018-1 (Green Island RP) FAC (2020 Bond)**  
**Current Debt Service Schedule**

Bonds Dated: 02/06/2020  
Bonds Issued: \$5,165,000.00

Payment Date	CUSIP	Interest Rate	Balance	Principal	Interest	Payment Total	Annual Total	Call Premium	Status
03/01/2041		4.0000	2,850,000.00	.00	57,000.00	57,000.00	.00	0.0000	Unpaid
09/01/2041	02489CAW9	4.0000	2,850,000.00	155,000.00	57,000.00	212,000.00	269,000.00	0.0000	Unpaid
03/01/2042		4.0000	2,695,000.00	.00	53,900.00	53,900.00	.00	0.0000	Unpaid
09/01/2042	02489CAW9	4.0000	2,695,000.00	160,000.00	53,900.00	213,900.00	267,800.00	0.0000	Unpaid
03/01/2043		4.0000	2,535,000.00	.00	50,700.00	50,700.00	.00	0.0000	Unpaid
09/01/2043	02489CAW9	4.0000	2,535,000.00	170,000.00	50,700.00	220,700.00	271,400.00	0.0000	Unpaid
03/01/2044		4.0000	2,365,000.00	.00	47,300.00	47,300.00	.00	0.0000	Unpaid
09/01/2044	02489CAW9	4.0000	2,365,000.00	175,000.00	47,300.00	222,300.00	269,600.00	0.0000	Unpaid
03/01/2045		4.0000	2,190,000.00	.00	43,800.00	43,800.00	.00	0.0000	Unpaid
09/01/2045	02489CAW9	4.0000	2,190,000.00	185,000.00	43,800.00	228,800.00	272,600.00	0.0000	Unpaid
03/01/2046		4.0000	2,005,000.00	.00	40,100.00	40,100.00	.00	0.0000	Unpaid
09/01/2046	02489CAW9	4.0000	2,005,000.00	190,000.00	40,100.00	230,100.00	270,200.00	0.0000	Unpaid
03/01/2047		4.0000	1,815,000.00	.00	36,300.00	36,300.00	.00	0.0000	Unpaid
09/01/2047	02489CAX7	4.0000	1,815,000.00	195,000.00	36,300.00	231,300.00	267,600.00	0.0000	Unpaid
03/01/2048		4.0000	1,620,000.00	.00	32,400.00	32,400.00	.00	0.0000	Unpaid
09/01/2048	02489CAX7	4.0000	1,620,000.00	205,000.00	32,400.00	237,400.00	269,800.00	0.0000	Unpaid
03/01/2049		4.0000	1,415,000.00	.00	28,300.00	28,300.00	.00	0.0000	Unpaid
09/01/2049	02489CAX7	4.0000	1,415,000.00	215,000.00	28,300.00	243,300.00	271,600.00	0.0000	Unpaid
03/01/2050		4.0000	1,200,000.00	.00	24,000.00	24,000.00	.00	0.0000	Unpaid
09/01/2050	02489CAX7	4.0000	1,200,000.00	220,000.00	24,000.00	244,000.00	268,000.00	0.0000	Unpaid
03/01/2051		4.0000	980,000.00	.00	19,600.00	19,600.00	.00	0.0000	Unpaid
09/01/2051	02489CAX7	4.0000	980,000.00	230,000.00	19,600.00	249,600.00	269,200.00	0.0000	Unpaid
03/01/2052		4.0000	750,000.00	.00	15,000.00	15,000.00	.00	0.0000	Unpaid
09/01/2052	02489CAX7	4.0000	750,000.00	240,000.00	15,000.00	255,000.00	270,000.00	0.0000	Unpaid
03/01/2053		4.0000	510,000.00	.00	10,200.00	10,200.00	.00	0.0000	Unpaid
09/01/2053	02489CAX7	4.0000	510,000.00	250,000.00	10,200.00	260,200.00	270,400.00	0.0000	Unpaid
03/01/2054		4.0000	260,000.00	.00	5,200.00	5,200.00	.00	0.0000	Unpaid
09/01/2054	02489CAX7	4.0000	260,000.00	260,000.00	5,200.00	265,200.00	270,400.00	0.0000	Unpaid
<b>Grand Total:</b>			<b>\$5,165,000.00</b>	<b>\$4,124,779.09</b>	<b>\$4,124,779.09</b>	<b>\$9,289,779.09</b>	<b>\$9,289,779.09</b>		

## APPENDIX C: DELINQUENCY SUMMARY REPORT

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The following pages show the current Delinquency Summary Report.

## City of American Canyon Delinquency Summary Report

As of: 12/01/2021

District	Due Date	Billed Amount	Paid Amount	Delinquent Amount	Delinquent Amount %	Billed Installments	Paid Installments	Delinquent Installments	Delinquent Installments %
<b>CFD No. 2018-1 Facil - CFD No. 2018-1 (Green Island RP) Facilities</b>									
<b>08/01/2019 Billing:</b>									
	12/10/2019	\$432,468.79	\$432,468.79	\$0.00	0.00%	75	75	0	0.00%
	04/10/2020	\$432,468.79	\$432,468.79	\$0.00	0.00%	75	75	0	0.00%
	<b>Subtotal:</b>	<b>\$864,937.58</b>	<b>\$864,937.58</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>150</b>	<b>150</b>	<b>0</b>	<b>0.00%</b>
<b>08/01/2020 Billing:</b>									
	12/10/2020	\$432,471.46	\$432,471.46	\$0.00	0.00%	81	78	0	0.00%
	04/10/2021	\$432,471.46	\$432,471.46	\$0.00	0.00%	81	78	0	0.00%
	<b>Subtotal:</b>	<b>\$864,942.92</b>	<b>\$864,942.92</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>162</b>	<b>156</b>	<b>0</b>	<b>0.00%</b>
<b>CFD No. 2018-1 Facil</b>	<b>Total:</b>	<b>\$1,729,880.50</b>	<b>\$1,729,880.50</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>312</b>	<b>306</b>	<b>0</b>	<b>0.00%</b>

**City of American Canyon**  
**Delinquency Summary Report**

As of: 12/01/2021

District	Due Date	Billed Amount	Paid Amount	Delinquent Amount	Delinquent Amount %	Billed Installments	Paid Installments	Delinquent Installments	Delinquent Installments %
<b>CFD No. 2018-1 Serv. - CFD No. 2018-1 (Green Island RP) Services</b>									
<b>08/01/2019 Billing:</b>									
	12/10/2019	\$27,274.78	\$27,274.78	\$0.00	0.00%	75	75	0	0.00%
	04/10/2020	\$27,274.78	\$27,274.78	\$0.00	0.00%	75	75	0	0.00%
	<b>Subtotal:</b>	<b>\$54,549.56</b>	<b>\$54,549.56</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>150</b>	<b>150</b>	<b>0</b>	<b>0.00%</b>
<b>08/01/2020 Billing:</b>									
	12/10/2020	\$26,764.42	\$26,764.42	\$0.00	0.00%	81	78	0	0.00%
	04/10/2021	\$26,764.42	\$26,764.42	\$0.00	0.00%	81	78	0	0.00%
	<b>Subtotal:</b>	<b>\$53,528.84</b>	<b>\$53,528.84</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>162</b>	<b>156</b>	<b>0</b>	<b>0.00%</b>
<b>CFD No. 2018-1 Serv.</b>	<b>Total:</b>	<b>\$108,078.40</b>	<b>\$108,078.40</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>312</b>	<b>306</b>	<b>0</b>	<b>0.00%</b>
<b>Agency Grand Total:</b>		<b>\$1,837,958.90</b>	<b>\$1,837,958.90</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>624</b>	<b>612</b>	<b>0</b>	<b>0.00%</b>

## APPENDIX D: FINAL BUDGET FOR FISCAL YEAR 2021/22

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The following page shows the Final Budget for Fiscal Year 2021/22.

**City of American Canyon**  
**CFD No. 2018-1 (Green Island RP) Facilities**  
**Final Budget for Fiscal Year 2021/22**

<b>Category/Item</b>	<b>FY 2021/22</b>	<b>FY 2020/21</b>	<b>Increase / (Decrease)</b>
Administrative Expenses	\$36,752.91	\$36,481.06	\$271.85
Principal	85,000.00	80,000.00	5,000.00
Interest	187,331.26	189,731.26	(2,400.00)
Pay-As-You-Go	555,858.77	558,678.48	(2,819.71)
Miscellaneous	(0.39)	52.12	(52.51)
<b>Grand Total:</b>	<b>\$864,942.94</b>	<b>\$864,942.92</b>	<b>\$0.02</b>
<b>Total Accounts:</b>	<b>81</b>	<b>81</b>	<b>0</b>

**City of American Canyon**  
**CFD No. 2018-1 (Green Island RP) Facilities**  
**Final Budget for Fiscal Year 2021/22**

**Fund Balances**

Fund	FY 2021/22			FY 2020/21			Increase /(Decrease)
	Amount	Date	Status	Amount	Date	Status	
Reserve Requirement	\$272,600.00	6/30/2021	Open	\$272,600.00	6/30/2020	Open	\$0.00
Administrative Expense	0.00	6/30/2021	Ongoing	1,572.34	6/30/2020	Open	(1,572.34)
Construction	2,810,898.91	6/30/2021	Open	Not Available	Not Available	Not Available	Not Available
Reserve Fund	272,604.00	6/30/2021	Ongoing	272,891.45	6/30/2020	Open	(287.45)

**City of American Canyon**  
**CFD No. 2018-1 (Green Island RP) Services**  
**Final Budget for Fiscal Year 2021/22**

<b>Category/Item</b>	<b>FY 2021/22</b>	<b>FY 2020/21</b>	<b>Increase / (Decrease)</b>
Admin. Expenses	\$55,135.13	\$53,529.22	\$1,605.91
Miscellaneous	(0.45)	(0.38)	(0.07)
<b>Grand Total:</b>	<b>\$55,134.68</b>	<b>\$53,528.84</b>	<b>\$1,605.84</b>
<b>Total Accounts:</b>	<b>81</b>	<b>81</b>	<b>0</b>

## APPENDIX E: FISCAL YEAR 2021/22 FINAL BILLING DETAIL

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The following pages show the Facilities Special Tax and Services Special Tax Final Billing Detail Report for Fiscal Year 2021/22.

**City of American Canyon**  
**CFD No. 2018-1 (Green Island RP) Facilities**  
**Final Billing Detail Report for Fiscal Year 2021/22**

<b>APN</b>	<b>Property Type</b>	<b>Taxable Acres</b>	<b>Levy Total</b>
057-090-007-000	Industrial Developed	36.52	\$32,258.48
057-090-008-000	Industrial Undevelop	113.03	99,840.52
057-090-084-000	Industrial Developed	41.78	36,904.68
057-090-086-000	Industrial Developed	29.25	26,605.30
057-130-001-000	Industrial Developed	5.95	5,255.68
057-130-004-000	Industrial Developed	4.81	4,248.72
057-130-029-000	Industrial Developed	0.26	229.66
057-130-031-000	Industrial Developed	3.16	2,791.26
057-130-033-000	Industrial Developed	0.80	706.64
057-130-034-000	Industrial Developed	57.99	51,223.14
057-130-035-000	Industrial Developed	12.29	10,855.88
057-130-036-000	Industrial Developed	36.78	32,488.14
057-160-001-000	Industrial Developed	2.00	1,766.62
057-160-002-000	Industrial Developed	5.00	4,416.54
057-160-006-000	Industrial Developed	2.00	1,766.62
057-160-007-000	Industrial Developed	2.61	2,305.44
057-160-012-000	Industrial Developed	1.47	1,298.46
057-160-013-000	Industrial Developed	1.03	909.80
057-160-014-000	Industrial Developed	2.29	2,022.78
057-160-015-000	Industrial Developed	1.94	1,713.62
057-160-016-000	Industrial Developed	1.37	1,210.12
057-160-017-000	Industrial Developed	1.38	1,218.96
057-160-019-000	Industrial Developed	1.07	945.14
057-160-020-000	Industrial Developed	1.09	965.46
057-160-023-000	Industrial Developed	2.22	1,960.94
057-160-024-000	Industrial Developed	1.00	883.30
057-160-025-000	Industrial Developed	1.40	1,236.62
057-160-028-000	Industrial Developed	0.75	658.94
057-160-029-000	Industrial Developed	10.25	9,053.92
057-160-030-000	Industrial Developed	18.06	15,952.58
057-160-031-000	Industrial Developed	9.41	8,311.94
057-160-032-000	Industrial Developed	0.85	753.46
057-160-033-000	Industrial Developed	0.94	832.96
057-360-002-000	Industrial Developed	24.51	29,508.16
057-360-003-000	Industrial Developed	8.64	8,307.06
057-360-005-000	Industrial Developed	37.21	44,798.00
057-360-007-000	Industrial Developed	58.03	69,863.70
058-030-049-000	Industrial Developed	15.00	13,249.64
058-030-050-000	Industrial Developed	17.52	15,475.58
058-030-052-000	Industrial Developed	1.86	1,642.96
058-030-053-000	Industrial Developed	6.34	5,600.18
058-030-054-000	Industrial Developed	2.62	2,314.26

Slight variances may occur due to rounding

**City of American Canyon**  
**CFD No. 2018-1 (Green Island RP) Facilities**  
**Final Billing Detail Report for Fiscal Year 2021/22**

APN	Property Type	Taxable Acres	Levy Total
058-030-061-000	Industrial Developed	8.06	7,119.48
058-030-062-000	Industrial Developed	5.39	4,761.04
058-030-064-000	Industrial Developed	11.23	9,919.56
058-030-065-000	Industrial Developed	35.79	31,666.66
058-030-066-000	Industrial Undevelop	40.00	35,332.40
058-070-019-000	Industrial Developed	15.47	13,664.80
058-070-020-000	Industrial Developed	5.00	4,416.54
058-070-021-000	Industrial Developed	4.87	4,301.72
058-070-022-000	Industrial Developed	10.00	8,833.10
058-070-023-000	Industrial Developed	13.04	11,518.36
058-070-024-000	Industrial Developed	8.05	7,110.64
058-070-025-000	Industrial Developed	4.50	3,974.88
058-330-004-000	Industrial Developed	0.93	823.24
058-330-005-000	Industrial Developed	0.18	159.00
058-330-006-000	Industrial Developed	0.71	627.14
058-330-007-000	Industrial Developed	1.89	1,669.46
058-330-009-000	Industrial Developed	1.97	1,740.12
058-330-010-000	Industrial Developed	1.56	1,377.96
058-330-011-000	Industrial Developed	12.79	11,297.52
058-330-015-000	Industrial Developed	4.43	3,913.06
058-330-018-000	Industrial Developed	6.85	6,050.66
058-420-026-000	Industrial Developed	4.91	4,337.04
058-420-033-000	Industrial Developed	4.96	4,381.22
058-420-034-000	Industrial Developed	3.60	3,179.92
058-420-035-000	Industrial Developed	5.81	5,132.02
058-420-036-000	Industrial Developed	17.28	15,263.60
058-420-039-000	Industrial Developed	7.60	6,713.16
058-420-040-000	Industrial Developed	7.94	7,013.48
058-420-041-000	Industrial Developed	8.97	7,923.28
058-420-042-000	Industrial Developed	2.98	2,632.26
058-420-043-000	Industrial Developed	9.92	8,762.44
058-420-044-000	Industrial Developed	4.16	3,674.56
058-420-045-000	Industrial Developed	12.89	11,385.86
058-420-049-000	Industrial Developed	17.51	15,466.76
058-420-051-000	Industrial Developed	21.53	19,017.66
058-420-052-000	Industrial Developed	28.79	25,430.48
<b>78 Accounts</b>		<b>934.05</b>	<b>\$864,942.94</b>

Slight variances may occur due to rounding

**City of American Canyon**  
**CFD No. 2018-1 (Green Island RP) Services**  
**Final Billing Detail Report for Fiscal Year 2021/22**

<b>APN</b>	<b>Property Type</b>	<b>Taxable Acres</b>	<b>Levy Total</b>
057-090-007-000	Industrial	36.52	\$2,159.72
057-090-008-000	Industrial	113.03	6,684.40
057-090-084-000	Industrial	41.78	2,470.80
057-090-086-000	Industrial	29.25	1,729.80
057-130-001-000	Industrial	5.95	351.86
057-130-004-000	Industrial	4.81	284.46
057-130-029-000	Industrial	0.26	15.38
057-130-031-000	Industrial	3.16	186.88
057-130-033-000	Industrial	0.80	47.30
057-130-034-000	Industrial	57.99	3,429.42
057-130-035-000	Industrial	12.29	726.80
057-130-036-000	Industrial	36.78	2,175.10
057-160-001-000	Industrial	2.00	118.28
057-160-002-000	Industrial	5.00	295.68
057-160-006-000	Industrial	2.00	118.28
057-160-007-000	Industrial	2.61	154.34
057-160-012-000	Industrial	1.47	86.92
057-160-013-000	Industrial	1.03	60.90
057-160-014-000	Industrial	2.29	135.42
057-160-015-000	Industrial	1.94	114.72
057-160-016-000	Industrial	1.37	81.02
057-160-017-000	Industrial	1.38	81.60
057-160-019-000	Industrial	1.07	63.28
057-160-020-000	Industrial	1.09	64.64
057-160-023-000	Industrial	2.22	131.28
057-160-024-000	Industrial	1.00	59.14
057-160-025-000	Industrial	1.40	82.78
057-160-028-000	Industrial	0.75	44.12
057-160-029-000	Industrial	10.25	606.16
057-160-030-000	Industrial	18.06	1,068.04
057-160-031-000	Industrial	9.41	556.48
057-160-032-000	Industrial	0.85	50.44
057-160-033-000	Industrial	0.94	55.76
057-360-002-000	Industrial	24.51	1,449.48
057-360-003-000	Industrial	6.90	408.04
057-360-005-000	Industrial	37.21	2,200.54
057-360-007-000	Industrial	58.03	3,431.80
058-030-049-000	Industrial	15.00	887.06
058-030-050-000	Industrial	17.52	1,036.10
058-030-052-000	Industrial	1.86	110.00
058-030-053-000	Industrial	6.34	374.94
058-030-054-000	Industrial	2.62	154.94

Slight variances may occur due to rounding

**City of American Canyon**  
**CFD No. 2018-1 (Green Island RP) Services**  
**Final Billing Detail Report for Fiscal Year 2021/22**

APN	Property Type	Taxable Acres	Levy Total
058-030-061-000	Industrial	8.06	476.64
058-030-062-000	Industrial	5.39	318.76
058-030-064-000	Industrial	11.23	664.12
058-030-065-000	Industrial	35.79	2,116.56
058-030-066-000	Industrial	40.00	2,365.52
058-070-019-000	Industrial	15.47	914.86
058-070-020-000	Industrial	5.00	295.68
058-070-021-000	Industrial	4.87	288.00
058-070-022-000	Industrial	10.00	591.38
058-070-023-000	Industrial	13.04	771.16
058-070-024-000	Industrial	8.05	476.06
058-070-025-000	Industrial	4.50	266.12
058-330-004-000	Industrial	0.93	55.12
058-330-005-000	Industrial	0.18	10.64
058-330-006-000	Industrial	0.71	41.98
058-330-007-000	Industrial	1.89	111.76
058-330-009-000	Industrial	1.97	116.50
058-330-010-000	Industrial	1.56	92.26
058-330-011-000	Industrial	12.79	756.38
058-330-015-000	Industrial	4.43	261.98
058-330-018-000	Industrial	6.85	405.10
058-420-026-000	Industrial	4.91	290.36
058-420-033-000	Industrial	4.96	293.32
058-420-034-000	Industrial	3.60	212.90
058-420-035-000	Industrial	5.81	343.58
058-420-036-000	Industrial	17.28	1,021.90
058-420-039-000	Industrial	7.60	449.44
058-420-040-000	Industrial	7.94	469.56
058-420-041-000	Industrial	8.97	530.46
058-420-042-000	Industrial	2.98	176.22
058-420-043-000	Industrial	9.92	586.64
058-420-044-000	Industrial	4.16	246.02
058-420-045-000	Industrial	12.89	762.28
058-420-049-000	Industrial	17.51	1,035.50
058-420-051-000	Industrial	21.53	1,273.24
058-420-052-000	Industrial	28.79	1,702.58
<b>78 Accounts</b>		<b>932.31</b>	<b>\$55,134.68</b>
<b>156 Total Accounts</b>		<b>1,866.35</b>	<b>\$920,077.62</b>

Slight variances may occur due to rounding



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## TITLE

Alternate Intake Project Resolutions of Support

## RECOMMENDATION

Adopt a Resolution in Support of proposed North Bay Aqueduct Alternate Intake Project (Also Known As "Water+").

## CONTACT

Felix Hernandez, III, Maintenance and Utilities Director

## BACKGROUND & ANALYSIS

The North Bay Aqueduct (NBA) is part of the State Water Project (SWP), providing municipal water to over 500,000 residents in Napa and Solano County. Major urban centers including Vacaville, Vallejo, Fairfield, Napa, American Canyon, Calistoga, as well as Travis Air Force Base are served by the NBA. The NBA diverts raw water at the Barker Slough Pumping Plant (BSPP), located at the terminus of Barker Slough, a dead-end tidal channel connected to Lindsey Slough and in turn Cache Slough, and ultimately the Sacramento River. The NBA's source water quality is generally the poorest of all the SWP facilities, typically exhibiting the highest levels of total organic carbon, turbidity, and pathogens (California SWP – 2016 Watershed Sanitary Survey Update). Treating the NBA source water to drinking water quality standards is often challenging and, in some instances, impossible without blending the NBA source water with alternative supplies. Often, at least for those that have the option, the Solano NBA water users will avoid using NBA water when water quality conditions are poor.

Barker Slough and the BSPP are located within the Yolo Bypass – Cache Slough Complex (YBCSC) region, one of the last remaining refugia for native fish species in the Delta. State, federal, and local agencies are in the process of planning, implementing, and constructing large-scale tidal wetland restoration projects within the YBCSC to enhance native and endangered fish populations. Pursuant to State and Federal regulatory requirements, water diversions by the NBA must be curtailed if not suspended when endangered fish species are observed or suspected to be present at or near Barker Slough. As large-scale tidal wetland restoration – which is intended to increase the numbers of endangered fish species – proceeds, the frequency and duration with which water diversions by the NBA must be curtailed or suspended is likely to increase.

## **COUNCIL PRIORITY PROGRAMS AND PROJECTS**

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

## **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 - AIP Support](#)

## RESOLUTION NO. 2022-\_\_\_\_\_

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON IN SUPPORT OF PROPOSED NORTH BAY AQUEDUCT ALTERNATE INTAKE PROJECT (ALSO KNOWN AS “WATER +”)

**WHEREAS**, the North Bay Aqueduct (NBA) component of the State Water Project provides municipal drinking water to over 500,000 residents in Solano and Napa counties; and

**WHEREAS**, major urban centers including Vacaville, Fairfield, Vallejo, Benicia, American Canyon, Napa, and Calistoga, as well as Travis Airforce Base are reliant on the NBA water supply; and

**WHEREAS**, the NBA draws raw water at the Barker Slough Pumping Plant, located at the terminus of Barker Slough, a dead-end tidal channel connected to Lindsey Slough, and in turn Cache Slough, and ultimately the Sacramento River; and

**WHEREAS**, Barker Slough is located within the Yolo Bypass-Cache Slough Complex (YBCSC) region, one of the last remaining refugia for endangered native fish species in the Delta; and

**WHEREAS**, the NBA raw water supply generally exhibits some of the poorest raw water quality of all the State Water Project facilities, due largely to local runoff from the surrounding Barker Slough watershed; and

**WHEREAS**, in addition to poor water quality, the NBA is periodically subjected to regulatory pumping curtailments to minimize the entrainment of endangered native fish species; and

**WHEREAS**, due to prevailing poor water quality conditions and endangered species regulatory restrictions the NBA’s ability to provide municipal drinking water is significantly impaired between the onset of the rainy season and June of each year; and

**WHEREAS**, the YBCSC has been identified by State and Federal resource agencies as highly desirable for large scale tidal wetland restoration projects – projects that are intended to increase the abundance of endangered native fish species; and

**WHEREAS**, the objectives of the ongoing and planned tidal wetland restoration projects – to increase the abundance of endangered native fish species – are in direct conflict with NBA operations at Barker Slough; and

**WHEREAS**, relocating the NBA’s intake out of Barker Slough and the YBCSC would not only preserve the viability of the NBA municipal drinking water supply, but also potentially provide ecological benefits that complement ongoing habitat restoration efforts in the YBCSC; and

**WHEREAS**, the North Bay Aqueduct Alternate Intake Project (aka “Water+”), a multi-benefit project that enhances regional water supply resiliency and provides ecological benefits, is proposed as a means of resolving the myriad of water management issues associated with the existing North Bay Aqueduct intake at Barker Slough; and

**WHEREAS**, additional feasibility studies are needed to confirm the viability of the Water + project.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of American Canyon hereby supports initiation of feasibility studies and development of the Water+ project, and requests State and Federal assistance to advance the Water+ project.

**PASSED, APPROVED and ADOPTED** at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 1<sup>st</sup> day of March, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Leon Garcia, Mayor

ATTEST:

---

Taresa Geilfuss, City Clerk

---

William D. Ross, City Attorney



---

## **TITLE**

Watson Ranch Lot 10 Final Maps & Subdivision Improvement Agreements

## **RECOMMENDATION**

Adopt a Resolution taking the following actions in conjunction with the Watson Ranch Lot 10 Project:

- Approving two Final Maps to subdivide the properties (Assessor's Parcel Numbers 059-430-015 and 059-430-016) to create 219 house lots and 6 parcels (through two phases, Phase 1 and Phase 2); and
- Approving two Subdivision Improvement Agreements for Phase 1 and Phase 2 pending City approval of the Improvement Plans.

## **CONTACT**

William D. Ross, City Attorney

## **BACKGROUND & ANALYSIS**

On September 21, 2021, City Council approved Resolution No. 2021-75, a Vesting Tentative Subdivision Map to create 219 house lots and 6 parcels (through two phases, Phase 1 and Phase 2).

The Applicant has prepared "Watson Ranch Lot 10 Final Maps" for Phase 1 and for Phase 2 (Exhibits A and B) 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." Subdivision Improvement Agreements ("Agreements") for each phase (Phase 1 and 2) has been prepared (Exhibits C and D) and agreed upon by both parties. As the final improvement plans have not been finalized, final execution of the Agreements will be accomplished upon City approval of the improvement plans.

The City Engineer has reviewed the Final Maps and determined that they are in conformance with the Tentative Parcel Map and the Subdivision Map Act. The Final Map for Phase 1 includes the following offers of dedication to the City:

- Right-of-way for public streets
- Public Access Easement (PAE)
- Emergency Vehicle Access Easement (VAE)
- Landscaping Easements (LE)
- Public utility easement (PUE)

The Final Map for Phase 2 includes the following offers of dedication to the City:

- Right-of-way for public streets
- Emergency Vehicle Access Easement (VAE)
- Public utility easement (PUE)

The City Engineer will not release the approved Final Maps for recording until the aforementioned Subdivision Improvement Agreements are recorded, and any outstanding fee or payments are received. Staff recommends the City Council approve the Final Maps to sub-divide the Watson Ranch Lot 10 properties (in two phases) to create 219 house lots and 6 parcels and accept the referenced dedications offered thereon. Staff also recommends the City Council authorize the City Manager to enter into two Subdivision Improvement Agreements pending City approval of the Improvement Plans for each.

## **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 Phase 1 and 2 Final Map](#)
2. [Exhibit A - Final Map LOT 10 - PHASE 1](#)
3. [Exhibit B - Final Map LOT 10 - PHASE 2](#)
4. [Exhibit C - Subdivision Improvement Agreement \(Phase 1 of Lot 10\)](#)

5. Exhibit D - Subdivision Improvement Agreement (Phase 2 of Lot 10)

**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 LOT 10 PROJECT: 1) APPROVING TWO FINAL MAPS TO SUBDIVIDE THE PROPERTIES (ASSESSOR'S PARCEL NUMBERS 059-430-015 and 059-430-016) TO CREATE 219 HOUSE LOTS AND 6 PARCELS (THROUGH TWO PHASES); AND 2) APPROVING TWO SUBDIVISION IMPROVEMENT AGREEMENTS.**

**WHEREAS**, on September 21, 2021, City Council approved Resolution No. 2021-75, a Vesting Tentative Subdivision Map to create 219 house lots and 6 parcels (through two phases, Phase 1 and Phase 2); and

**WHEREAS**, two Final Maps entitled "Watson Ranch Lot 10 Final Maps" for Phase 1 and for Phase 2 have been prepared and submitted to the City of American Canyon for approval (attached hereto as Exhibits A and B and incorporated herein); and

**WHEREAS**, the Final Maps include the offer of dedication of the right-of-way for public streets, public access easement, emergency vehicle access easement, landscaping 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 two Subdivision Improvement Agreements for Phase 1 and 2 (attached hereto as Exhibits B and C and incorporated herein), for completion of all remaining requirements of the development, including financial securities to guarantee that the work is completed; and

**WHEREAS**, final approval of the two Subdivision Improvement Agreements for Phase 1 and 2 will not become effective until the City acceptance of the Agreements Improvement Plans.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of American Canyon hereby approves the Final Maps for Watson Ranch Lot 10 Phase 1 and 2 (Assessor's Parcel Numbers 059-430-015 and 059-430-016); 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 two Subdivision Improvement Agreements pending City approval of the Improvement Plans for each; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the City Council of the City of American Canyon hereby accepts the dedication of right-of-way for public streets, public access easement, emergency vehicle access easement, landscaping easement, and public utility easement offered thereon.

**PASSED, APPROVED and ADOPTED** at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 1st day of March, 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 Lot 10 Final Map Phase 1
- Exhibit B – Watson Ranch Lot 10 Final Map Phase 2
- Exhibit C – Subdivision Improvement Agreement Phase 1
- Exhibit D - Subdivision Improvement Agreement Phase2

**OWNER'S STATEMENT**

THE UNDERSIGNED, MCGRATH PROPERTIES AMERICAN CANYON, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 50% INTEREST PLUS ALL OF THE GRANTEEES IN SERIES NUMBER 2022-0003930 ALL AS TENANTS IN COMMON HEREBY STATE THAT THEY ARE THE ONLY ENTITY HAVING RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION HEREON ENTITLED "WATSON RANCH LOT 10 FINAL MAP - PHASE 1" CONSISTING OF 8 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. CARTIER STREET
2. DATURA STREET
3. PEWTER STREET
4. JUNEGRASS STREET
5. PEWTER COURT
6. JUNEGRASS COURT
7. BALSAM COURT
8. BRISA COURT
9. CAPRI COURT
10. RIO DEL MAR

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED FOR DEDICATION TO THE CITY OF AMERICAN CANYON IN FEE:

1. PARCEL B
2. PARCEL C
3. PARCEL D
4. PARCEL E

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 PEDESTRIAN INGRESS AND EGRESS ON, ACROSS, AND OVER THOSE DESIGNATED AREAS.
2. "PUBLIC UTILITY EASEMENT" OR "PUE" IS RESERVED FOR THE PURPOSE OF PUBLIC UTILITIES ON, ACROSS, AND OVER THOSE DESIGNATED AREAS.
3. "EMERGENCY VEHICLE ACCESS EASEMENT" OR "EVA" FOR THE PURPOSE OF INGRESS AND EGRESS OF EMERGENCY VEHICLES.

PARCEL A TO BE RETAINED BY THE OWNER FOR FUTURE SIGNAGE, LANDSCAPE, PROJECT ENTRY AND RUINS AND GARDEN PURPOSES.

MCGRATH PROPERTIES AMERICAN CANYON, LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
TERRENCE M. MCGRATH, MANAGER

THE JAEGER FAMILY LIVING TRUST

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
WILLIAM P. JAEGER, III, TRUSTEE

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
COLLEEN M. JAEGER, TRUSTEE

LEAH E. JAEGER

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
LEAH E. JAEGER

WILLIAM P. JAEGER, IV

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
WILLIAM P. JAEGER, IV

LEANNE HOPE CULLEN JAEGER

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
LEANNE HOPE CULLEN JAEGER

THE JAEGERDORFF FAMILY TRUST DATED  
DECEMBER 13, 2021

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
THOMAS NATHANIEL HEYDORFF, TRUSTEE

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
ALEXANDRA JAEGER HEYDORFF, TRUSTEE

THE JAEGER-ROUTS FAMILY TRUST

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
MAXIMILIAN C. JAEGER, TRUSTEE

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
REBECCA ROUTS, TRUSTEE

THE BELL FAMILY TRUST

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
HARRISON S. BELL, TRUSTEE

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
LIZETTE J. BELL, TRUSTEE

**OWNER'S STATEMENT (CONTINUED)**

THE LOLLY RANCHER IRREVOCABLE TRUST OF 2019

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, TRUSTEE

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
KRISTEN S. JAEGER, TRUSTEE

LOLLY RANCHER, LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
KRISTEN S. JAEGER, MANAGER

THE JOHN F. AND JOANNE S. JAEGER  
REVOCABLE TRUST

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
JOHN F. JAEGER, TRUSTEE

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
JOANNE S. JAEGER, TRUSTEE

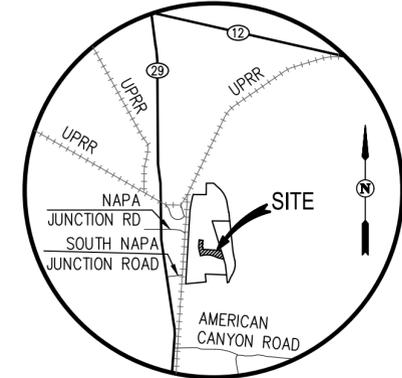
THE CHRISTIAN M. JAEGER IRREVOCABLE TRUST

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
CHRISTIAN M. JAEGER, TRUSTEE

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
JOANNE S. JAEGER, TRUSTEE

JAMCANJJ, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
JOHN F. JAEGER, MANAGER



VICINITY MAP  
NOT TO SCALE

**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 \_\_\_\_\_ } SS.  
COUNTY OF \_\_\_\_\_ }

ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC, PERSONALLY

APPEARED \_\_\_\_\_, 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 \_\_\_\_\_ THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

**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 \_\_\_\_\_ } SS.  
COUNTY OF \_\_\_\_\_ }

ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC, PERSONALLY

APPEARED \_\_\_\_\_, 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 \_\_\_\_\_ THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

**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  
LOT 10 FINAL MAP - PHASE 1**

CONSISTING OF 8 SHEETS  
BEING A SUBDIVISION OF ADJUSTED PARCEL A AS  
DESCRIBED IN CORPORATION GRANT DEED RECORDED AS  
SERIES NO. 2021-0036438, OFFICIAL RECORDS NAPA COUNTY  
BEING A PORTION OF SECTION 24, T.4W., R.4W., M.D.B.&M.  
APN : 059-430-015 (PORTION), 059-430-016 AND 059-430-013 (PORTION)  
107 LOTS, AND 5 PARCELS, 14.91± AC.  
CITY OF AMERICAN CANYON, NAPA COUNTY, CALIFORNIA



SAN RAMON ■ (925) 866-0322  
ROSEVILLE ■ (916) 788-4456  
WWW.CBANDG.COM

CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

FEBRUARY 2022

## 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 MCGRATH PROPERTIES AMERICAN CANYON, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN NOVEMBER 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 2025, 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

DATE



## SIGNATURE OMISSIONS

PARTIES LISTED BELOW, OWNERS OF EASEMENTS PER DOCUMENTS NOTED BELOW HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 66436(a)(3)(A)(i) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY:

1. PACIFIC GAS AND ELECTRIC COMPANY AND AMERICAN TELEPHONE AND TELEGRAPH COMPANY: EASEMENT FOR POLE LINE AND INCIDENTAL PURPOSES PER BOOK 405, PAGE 342 OF OFFICIAL RECORDS (PLOTTED HEREON).
2. SPRINT COMMUNICATIONS COMPANY, QWEST COMMUNICATIONS COMPANY, LEVEL 3 COMMUNICATIONS AND WILTEL COMMUNICATIONS: EASEMENT FOR TELECOMMUNICATIONS AND INCIDENTAL PURPOSES PER SERIES NUMBER 2013-0035312 OF OFFICIAL RECORDS (NOT LOCATABLE OF RECORD).

## 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 LOT 10 FINAL MAP - PHASE 1" 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. CARTIER STREET
2. DATURA STREET
3. PEWTER STREET
4. JUNEGRASS STREET
5. PEWTER COURT
6. JUNEGRASS COURT
7. BALSA COURT
8. BRISA COURT
9. CAPRI COURT
10. RIO DEL MAR

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED FOR DEDICATION TO THE CITY OF AMERICAN CANYON IN FEE:

1. PARCEL B
2. PARCEL C
3. PARCEL D
4. PARCEL E

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.
2. "PUBLIC UTILITY EASEMENT" OR "PUE" IS RESERVED FOR THE PURPOSE OF PUBLIC UTILITIES ON, ACROSS, AND OVER THOSE DESIGNATED AREAS.
3. "EMERGENCY VEHICLE ACCESS EASEMENT" OR "EVA" FOR THE PURPOSE OF INGRESS AND EGRESS OF EMERGENCY VEHICLES.

AND PURSUANT TO SECTION 66434(G) OF THE SUBDIVISION MAP ACT, THE FOLLOWING PUBLIC ACCESS EASEMENT "PAE" WITHIN THE BOUNDARY OF THE MAP, WILL BE ABANDONED WITH THE FILING OF THIS MAP:

1. THE EXISTING 20' PAE, AS SHOWN ON LARGE LOT FINAL MAP WATSON RANCH (28 RM 6).

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

DATE

## 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 \$ \_\_\_\_\_ 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. MINAHEN  
COUNTY TAX COLLECTOR AND  
REDEMPTION OFFICER  
COUNTY OF NAPA, STATE OF CALIFORNIA

DATE

DEPUTY

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



## WATSON RANCH LOT 10 FINAL MAP - PHASE 1

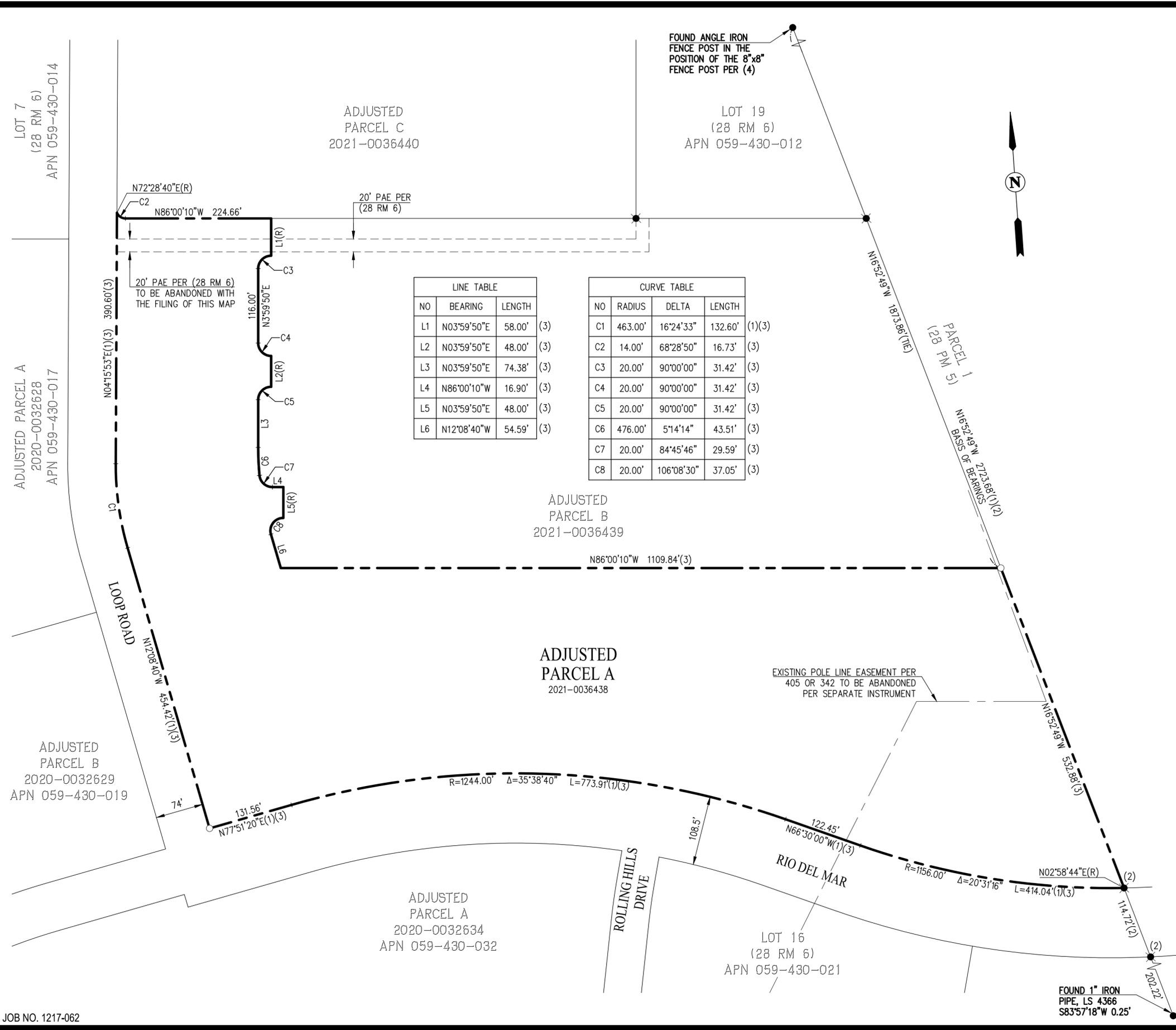
CONSISTING OF 8 SHEETS  
BEING A SUBDIVISION OF ADJUSTED PARCEL A AS  
DESCRIBED IN CORPORATION GRANT DEED RECORDED AS  
SERIES NO. 2021-0036438, OFFICIAL RECORDS NAPA COUNTY  
BEING A PORTION OF SECTION 24, T.4W., R.4W., M.D.B.&M.  
APN : 059-430-015 (PORTION), 059-430-016 AND 059-430-013 (PORTION)  
107 LOTS, AND 5 PARCELS, 14.91± AC.  
CITY OF AMERICAN CANYON, NAPA COUNTY, CALIFORNIA



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ROSEVILLE • (916) 788-4456  
WWW.CBANDG.COM

FEBRUARY 2022



LOT 7  
(28 RM 6)  
APN 059-430-014

ADJUSTED  
PARCEL C  
2021-0036440

LOT 19  
(28 RM 6)  
APN 059-430-012

ADJUSTED PARCEL A  
2020-0032628  
APN 059-430-017

ADJUSTED  
PARCEL B  
2020-0032629  
APN 059-430-019

LINE TABLE			
NO	BEARING	LENGTH	
L1	N03°59'50"E	58.00'	(3)
L2	N03°59'50"E	48.00'	(3)
L3	N03°59'50"E	74.38'	(3)
L4	N86°00'10"W	16.90'	(3)
L5	N03°59'50"E	48.00'	(3)
L6	N12°08'40"W	54.59'	(3)

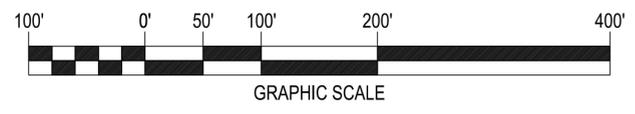
CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	463.00'	16°24'33"	132.60' (1)(3)
C2	14.00'	68°28'50"	16.73' (3)
C3	20.00'	90°00'00"	31.42' (3)
C4	20.00'	90°00'00"	31.42' (3)
C5	20.00'	90°00'00"	31.42' (3)
C6	476.00'	5°14'14"	43.51' (3)
C7	20.00'	84°45'46"	29.59' (3)
C8	20.00'	106°08'30"	37.05' (3)

ADJUSTED  
PARCEL B  
2021-0036439

ADJUSTED  
PARCEL A  
2021-0036438

ADJUSTED  
PARCEL A  
2020-0032634  
APN 059-430-032

LOT 16  
(28 RM 6)  
APN 059-430-021



**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-CL) MONUMENT TO CENTERLINE
- (M-PL) MONUMENT TO PROPERTY LINE
- FOUND STANDARD STREET MONUMENT
- FOUND MONUMENT AS NOTED
- FOUND 5/8" REBAR AND CAP, LS 7960 PER (1) OR AS NOTED
- ⊙ SET STANDARD STREET MONUMENT, LS 7960
- SET REBAR & CAP OR NAIL & TAG, LS 7960
- EVA EMERGENCY VEHICLE ACCESS EASEMENT
- PAE PUBLIC ACCESS EASEMENT
- PUE PUBLIC UTILITY 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. 2021-0036438
- (4) RECORD OF SURVEY NO. 3279 (21 SURVEYS 69)

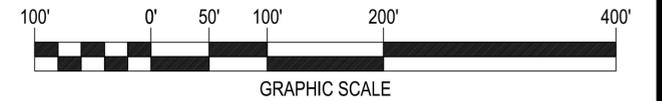
**WATSON RANCH  
LOT 10 FINAL MAP - PHASE 1**

CONSISTING OF 8 SHEETS  
BEING A SUBDIVISION OF ADJUSTED PARCEL A AS DESCRIBED IN CORPORATION GRANT DEED RECORDED AS SERIES NO. 2021-0036438, OFFICIAL RECORDS NAPA COUNTY BEING A PORTION OF SECTION 24, T.4W., R.4W., M.D.B.&M. APN : 059-430-015 (PORTION), 059-430-016 AND 059-430-013 (PORTION) 107 LOTS, AND 5 PARCELS, 14.91± AC. CITY OF AMERICAN CANYON, NAPA COUNTY, CALIFORNIA



SAN RAMON (925) 866-0322  
ROSEVILLE (916) 788-4456  
WWW.CBANDG.COM

CIVIL ENGINEERS SURVEYORS PLANNERS  
SCALE: 1" = 100' FEBRUARY 2022



**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-CL)	MONUMENT TO CENTERLINE
(M-PL)	MONUMENT TO PROPERTY LINE
	FOUND STANDARD STREET MONUMENT
	FOUND MONUMENT AS NOTED
	FOUND 5/8" REBAR AND CAP, LS 7960 PER (1) OR AS NOTED
	SET STANDARD STREET MONUMENT, LS 7960
	SET REBAR & CAP OR NAIL & TAG, LS 7960
EVA	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
	SHEET LIMITS
(5)	SHEET NUMBER

**REFERENCES:**

- (#) INDICATES REFERENCE NUMBER
- (1) LARGE LOT FINAL MAP WATSON RANCH (28 RM 6)
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**WATSON RANCH  
LOT 10 FINAL MAP - PHASE 1**

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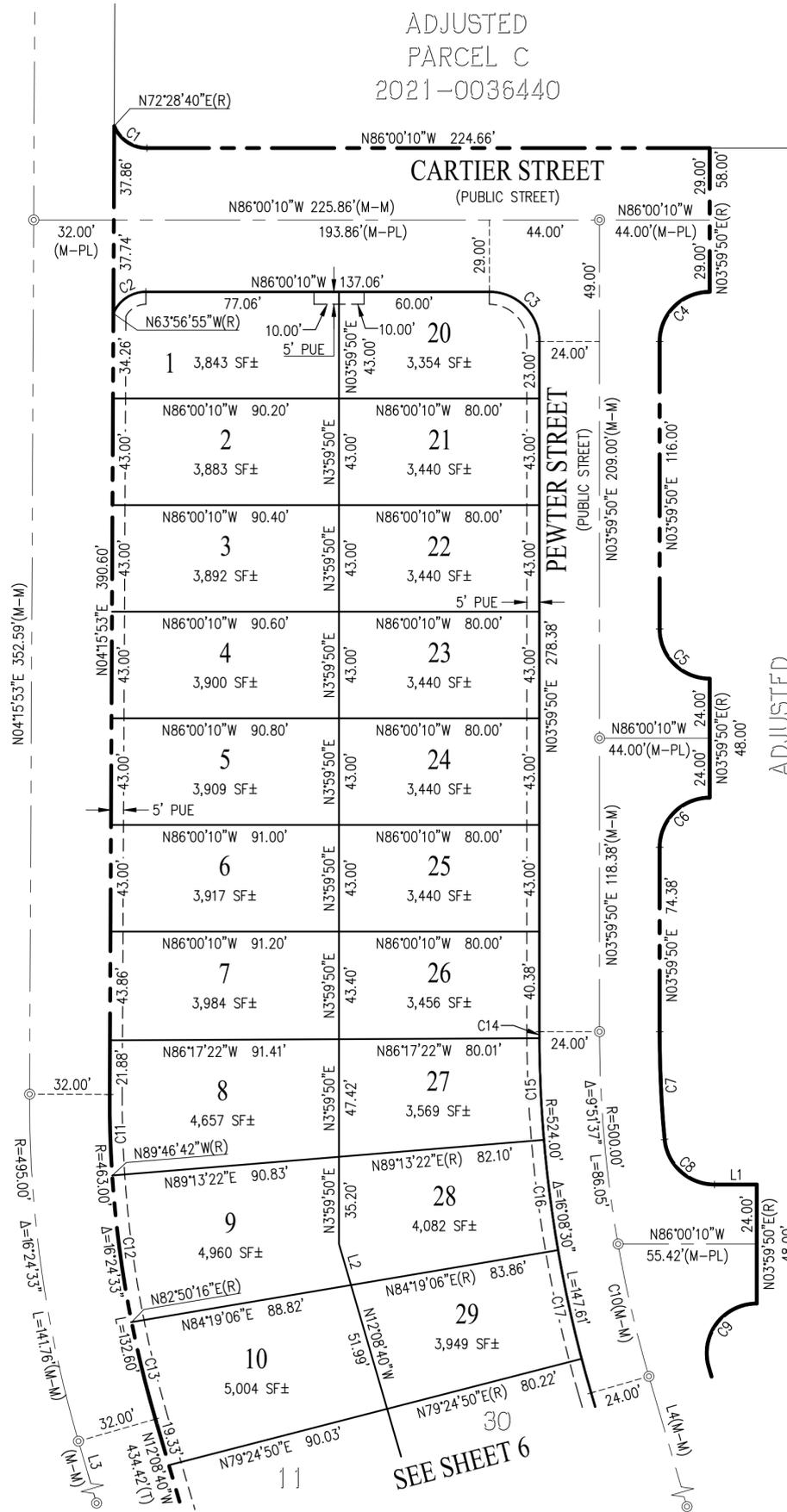
CIVIL ENGINEERS SURVEYORS PLANNERS  
SCALE: 1" = 100' FEBRUARY 2022



LOT 7  
(28 RM 6)  
APN 059-430-014

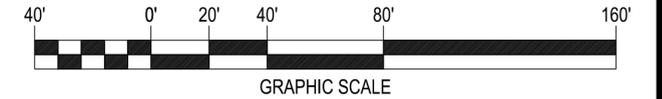
ADJUSTED  
PARCEL A  
2020-0032628

LOOP ROAD



LINE TABLE		
NO	BEARING	LENGTH
L1	N86°00'10"W	16.90'
L2	N12°08'40"W	17.23'
L3	N12°08'40"W	482.42'
L4	N12°08'40"W	156.80'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	14.00'	68°28'50"	16.73'
C2	14.00'	67°56'49"	16.60'
C3	20.00'	90°00'00"	31.42'
C4	20.00'	90°00'00"	31.42'
C5	20.00'	90°00'00"	31.42'
C6	20.00'	90°00'00"	31.42'
C7	476.00'	51°14'14"	43.51'
C8	20.00'	84°45'46"	29.59'
C9	20.00'	106°08'30"	37.05'
C10	500.00'	61°16'53"	54.82'
C11	463.00'	4°02'35"	32.67'
C12	463.00'	7°23'02"	59.67'
C13	463.00'	4°58'56"	40.26'
C14	524.00'	0°17'12"	2.62'
C15	524.00'	4°29'16"	41.04'
C16	524.00'	4°54'16"	44.85'
C17	524.00'	4°54'16"	44.85'



**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-CL) MONUMENT TO CENTERLINE
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- FOUND STANDARD STREET MONUMENT
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- (3) CORPORATION GRANT DEED SERIES NO. 2021-0036438
- (4) RECORD OF SURVEY NO. 3279 (21 SURVEYS 69)

**WATSON RANCH  
LOT 10 FINAL MAP - PHASE 1**

CONSISTING OF 8 SHEETS  
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CIVIL ENGINEERS SURVEYORS PLANNERS  
SCALE: 1" = 40' FEBRUARY 2022

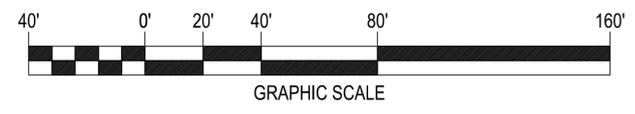
ADJUSTED PARCEL A  
 2020-0032628  
 APN 059-430-017

ADJUSTED PARCEL B  
 2020-0032629  
 APN 059-430-019

ADJUSTED  
 PARCEL B  
 2021-0036439

LINE TABLE		
NO	BEARING	LENGTH
L1	N77°51'20"E	48.00'
L2	N86°00'10"W	35.00'
L3	N86°00'10"W	11.00'
L4	N12°08'40"W	7.46'
L5	N12°08'40"W	12.04'
L6	N12°08'40"W	12.50'
L7	N03°59'50"E	8.41'
L8	N03°59'50"E	8.50'
L9	N12°08'40"W	20.00'
L10	N12°08'40"W	48.00'
L11	N86°00'10"W	205.00'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	20.00'	106°08'30"	37.05'
C2	20.00'	73°51'30"	25.78'
C3	20.00'	106°08'30"	37.05'
C4	20.00'	90°00'00"	31.42'
C5	20.00'	90°00'00"	31.42'
C6	524.00'	1°33'30"	14.25'
C7	524.00'	16°08'30"	147.61'
C8	500.00'	6°16'53"	54.82'



**BASIS OF BEARINGS:**

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**LEGEND**

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- LOT LINE
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- MONUMENT LINE
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**WATSON RANCH  
 LOT 10 FINAL MAP - PHASE 1**

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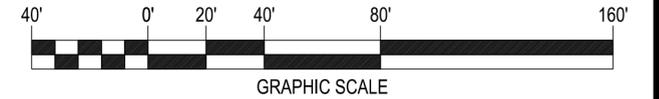


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CIVIL ENGINEERS SURVEYORS PLANNERS  
 SCALE: 1" = 40' FEBRUARY 2022

ADJUSTED  
 PARCEL A  
 2020-0032634  
 APN 059-430-032

ADJUSTED  
PARCEL B  
2021-0036439



**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
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- MONUMENT LINE
- (T) TOTAL
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LINE TABLE		
NO	BEARING	LENGTH
L1	N86°00'10"W	17.50'
L2	N86°00'10"W	17.50'
L3	N03°59'50"E	8.41'
L4	N86°00'10"W	35.00'
L5	N03°59'50"E	8.50'
L6	N03°59'50"E	8.50'
L7	N86°00'10"W	35.00'
L8	N03°59'50"E	14.50'
L9	N03°59'50"E	31.00'
L10	N86°00'10"W	41.00'
L11	N03°59'50"E	10.00'
L12	N86°00'10"W	39.19'
L13	N24°23'58"E	5.00'
L14	N24°23'58"E	6.36'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	20.00'	90°00'00"	31.42'
C2	20.00'	90°00'00"	31.42'
C3	20.00'	90°00'00"	31.42'
C4	20.00'	90°00'00"	31.42'
C5	20.00'	90°00'00"	31.42'
C6	20.00'	90°00'00"	31.42'
C7	20.00'	90°00'00"	31.42'
C8	20.00'	90°00'00"	31.42'
C9	71.00'	20°24'08"	25.28'
C10	129.00'	20°24'08"	45.94'
C11	100.00'	20°24'08"	35.61'
C12	100.00'	0°59'26"	1.73'
C13	1204.00'	26°49'41"	563.76'

**REFERENCES:**

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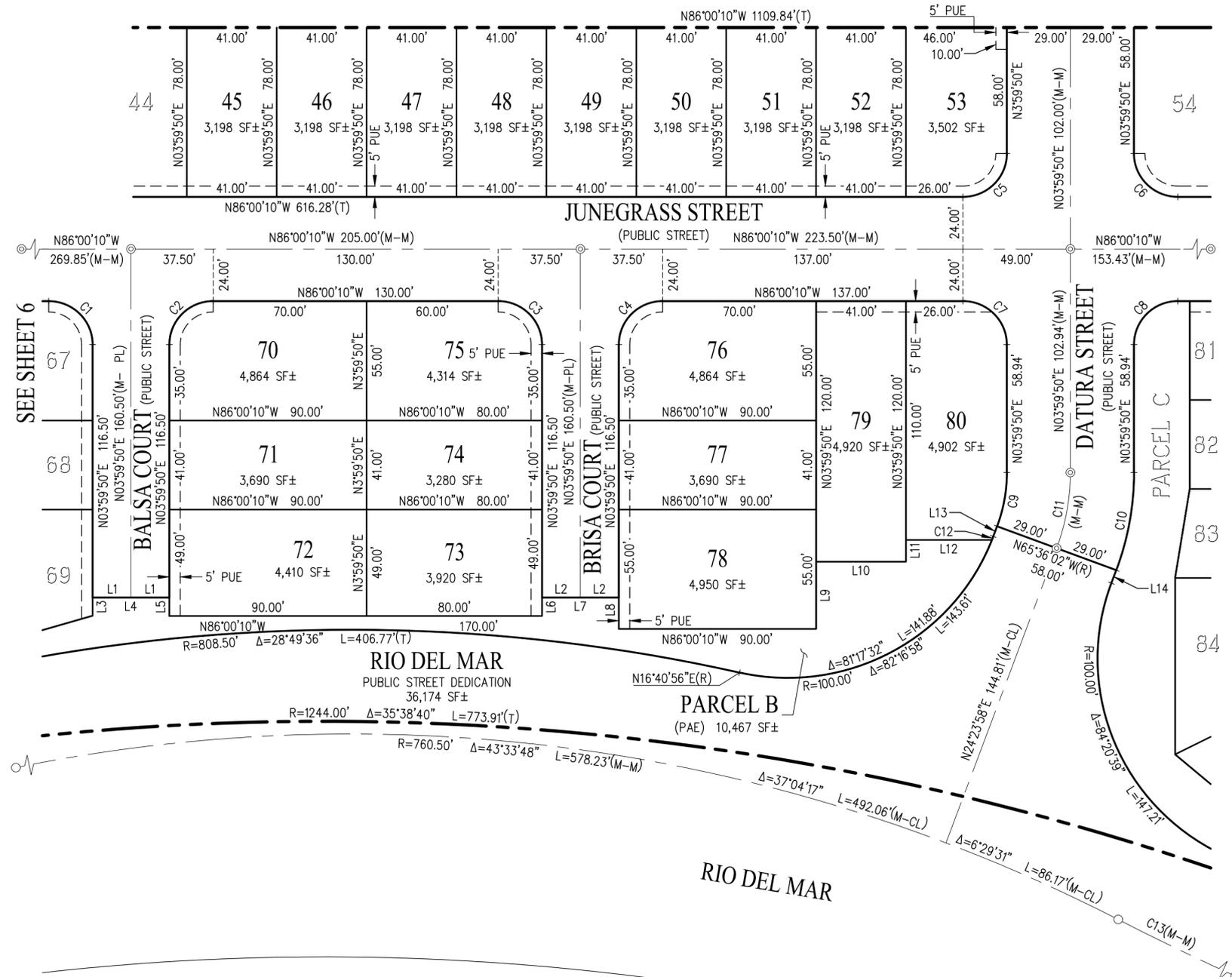
**WATSON RANCH  
LOT 10 FINAL MAP - PHASE 1**

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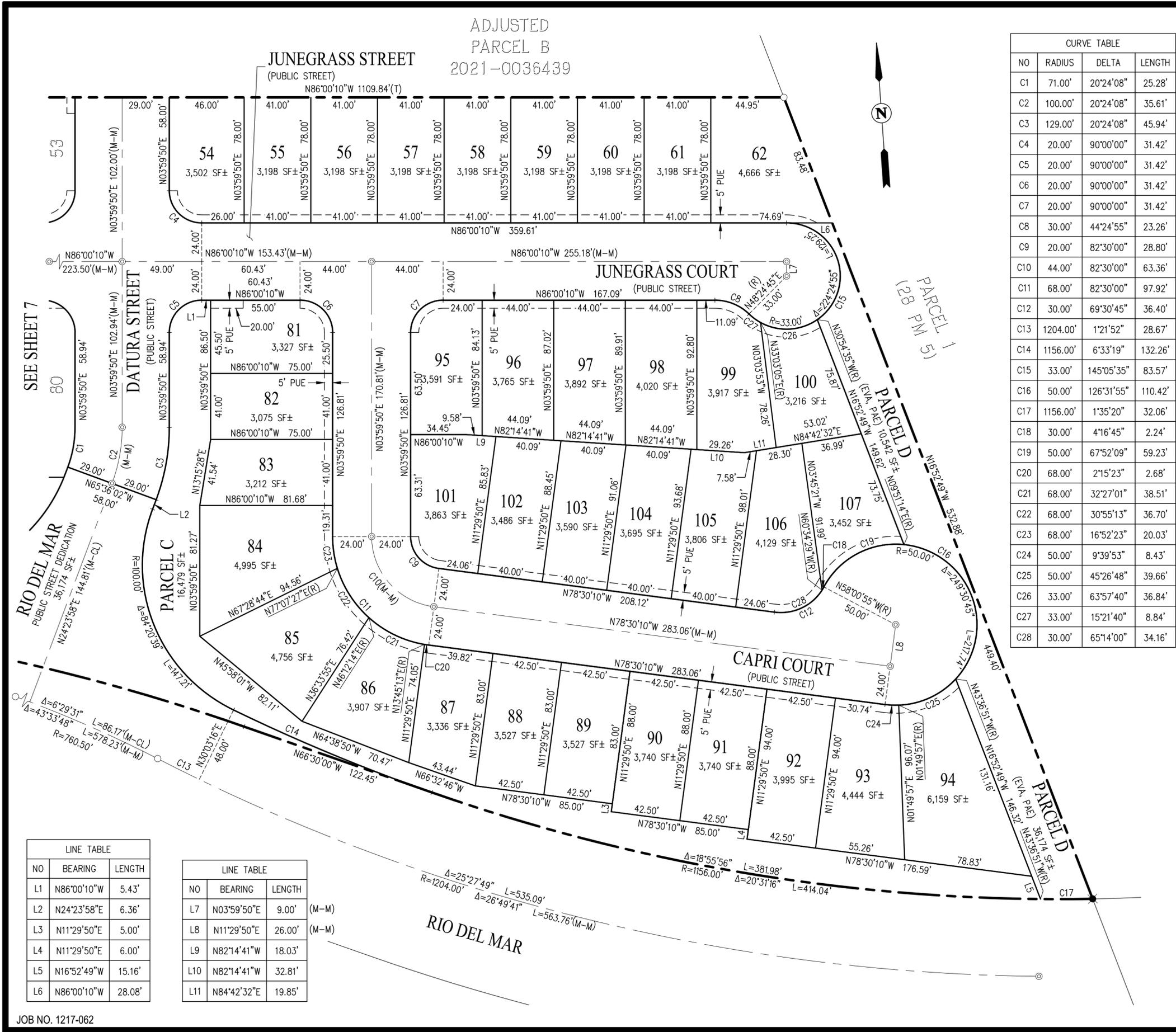


ADJUSTED  
PARCEL A  
2020-0032634  
APN 059-430-032

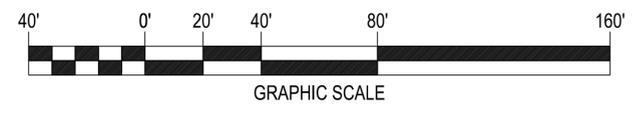
ROLLING HILLS  
DRIVE

LOT 16  
(28 RM 6)  
APN 059-430-021

ADJUSTED  
PARCEL B  
2021-0036439



CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	71.00'	20°24'08"	25.28'
C2	100.00'	20°24'08"	35.61'
C3	129.00'	20°24'08"	45.94'
C4	20.00'	90°00'00"	31.42'
C5	20.00'	90°00'00"	31.42'
C6	20.00'	90°00'00"	31.42'
C7	20.00'	90°00'00"	31.42'
C8	30.00'	44°24'55"	23.26'
C9	20.00'	82°30'00"	28.80'
C10	44.00'	82°30'00"	63.36'
C11	68.00'	82°30'00"	97.92'
C12	30.00'	69°30'45"	36.40'
C13	1204.00'	1°21'52"	28.67'
C14	1156.00'	6°33'19"	132.26'
C15	33.00'	145°05'35"	83.57'
C16	50.00'	126°31'55"	110.42'
C17	1156.00'	1°35'20"	32.06'
C18	30.00'	4°16'45"	2.24'
C19	50.00'	67°52'09"	59.23'
C20	68.00'	2°15'23"	2.68'
C21	68.00'	32°27'01"	38.51'
C22	68.00'	30°55'13"	36.70'
C23	68.00'	16°52'23"	20.03'
C24	50.00'	9°39'53"	8.43'
C25	50.00'	45°26'48"	39.66'
C26	33.00'	63°57'40"	36.84'
C27	33.00'	15°21'40"	8.84'
C28	30.00'	65°14'00"	34.16'



**BASIS OF BEARINGS:**

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**LEGEND**

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**WATSON RANCH  
LOT 10 FINAL MAP - PHASE 1**

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SCALE: 1" = 40' FEBRUARY 2022

LINE TABLE		
NO	BEARING	LENGTH
L1	N86°00'10"W	5.43'
L2	N24°23'58"E	6.36'
L3	N11°29'50"E	5.00'
L4	N11°29'50"E	6.00'
L5	N16°52'49"W	15.16'
L6	N86°00'10"W	28.08'

LINE TABLE		
NO	BEARING	LENGTH
L7	N03°59'50"E	9.00' (M-M)
L8	N11°29'50"E	26.00' (M-M)
L9	N82°14'41"W	18.03'
L10	N82°14'41"W	32.81'
L11	N84°42'32"E	19.85'

**OWNER'S STATEMENT**

THE UNDERSIGNED, MCGRATH PROPERTIES AMERICAN CANYON, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 50% INTEREST PLUS ALL OF THE GRANTEEES IN SERIES NUMBER 2022-0003931, ALL AS TENANTS IN COMMON HEREBY STATE THAT THEY ARE THE ONLY ENTITY HAVING RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION HEREON ENTITLED "WATSON RANCH LOT 10 FINAL MAP - PHASE 2" CONSISTING OF 8 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. CARTIER STREET
2. DATURA STREET
3. ERICSON STREET
4. GOLDBACK STREET
5. CARTIER COURT
6. ERICSON COURT
7. GOLDBACK COURT

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED FOR DEDICATION TO THE CITY OF AMERICAN CANYON IN FEE:

1. PARCEL F

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 PEDESTRIAN INGRESS AND EGRESS ON, ACROSS, AND OVER THOSE DESIGNATED AREAS.
2. "PUBLIC UTILITY EASEMENT" OR "PUE" IS RESERVED FOR THE PURPOSE OF PUBLIC UTILITIES ON, ACROSS, AND OVER THOSE DESIGNATED AREAS.
3. "EMERGENCY VEHICLE ACCESS EASEMENT" OR "EVA" FOR THE PURPOSE OF INGRESS AND EGRESS OF EMERGENCY VEHICLES.

MCGRATH PROPERTIES AMERICAN CANYON, LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
TERRENCE M. MCGRATH, MANAGER

THE JAEGER FAMILY LIVING TRUST

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
WILLIAM P. JAEGER, III, TRUSTEE

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
COLLEEN M. JAEGER, TRUSTEE

LEAH E. JAEGER

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
LEAH E. JAEGER

WILLIAM P. JAEGER, IV

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
WILLIAM P. JAEGER, IV

LEANNE HOPE CULLEN JAEGER

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
LEANNE HOPE CULLEN JAEGER

THE JAEGERDORFF FAMILY TRUST DATED  
DECEMBER 13, 2021

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
THOMAS NATHANIEL HEYDORFF, TRUSTEE

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
ALEXANDRA JAEGER HEYDORFF, TRUSTEE

THE JAEGER-ROUTS FAMILY TRUST

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
MAXIMILIAN C. JAEGER, TRUSTEE

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
REBECCA ROUTS, TRUSTEE

THE BELL FAMILY TRUST

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
HARRISON S. BELL, TRUSTEE

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
LIZETTE J. BELL, TRUSTEE

**OWNER'S STATEMENT (CONTINUED)**

THE LOLLY RANCHER IRREVOCABLE TRUST OF 2019

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, TRUSTEE

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
KRISTEN S. JAEGER, TRUSTEE

LOLLY RANCHER, LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
KRISTEN S. JAEGER, MANAGER

THE JOHN F. AND JOANNE S. JAEGER  
REVOCABLE TRUST

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
JOHN F. JAEGER, TRUSTEE

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
JOANNE S. JAEGER, TRUSTEE

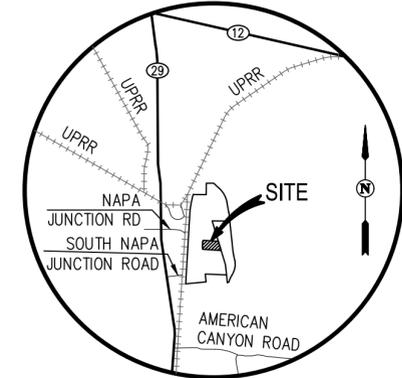
THE CHRISTIAN M. JAEGER IRREVOCABLE TRUST

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
CHRISTIAN M. JAEGER, TRUSTEE

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
JOANNE S. JAEGER, TRUSTEE

JAMCANJJ, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
JEFFREY L. JAEGER, ATTORNEY IN FACT FOR  
JOHN F. JAEGER, MANAGER



VICINITY MAP  
NOT TO SCALE

**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 \_\_\_\_\_ } SS.  
COUNTY OF \_\_\_\_\_ }

ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC, PERSONALLY

APPEARED \_\_\_\_\_, 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 \_\_\_\_\_ THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

**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 \_\_\_\_\_ } SS.  
COUNTY OF \_\_\_\_\_ }

ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC, PERSONALLY

APPEARED \_\_\_\_\_, 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 \_\_\_\_\_ THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

**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  
LOT 10 FINAL MAP - PHASE 2**

CONSISTING OF 8 SHEETS  
BEING A SUBDIVISION OF ADJUSTED PARCEL B AS  
DESCRIBED IN CORPORATION GRANT DEED RECORDED AS  
SERIES NO. 2021-0036439, OFFICIAL RECORDS NAPA COUNTY  
BEING A PORTION OF SECTION 24, T.4W., R.4W., M.D.B.&M.  
APN : 059-430-013 (PORTION), 059-430-015, AND 059-430-016 (PORTION)  
112 LOTS, AND 1 PARCEL, 12.85± AC.  
CITY OF AMERICAN CANYON, NAPA COUNTY, CALIFORNIA



SAN RAMON ■ (925) 866-0322  
ROSEVILLE ■ (916) 788-4456  
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CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

FEBRUARY 2022

## 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 MCGRATH PROPERTIES AMERICAN CANYON, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN NOVEMBER 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 2025, 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

DATE



## SIGNATURE OMISSIONS

PARTIES LISTED BELOW, OWNERS OF EASEMENTS PER DOCUMENTS NOTED BELOW HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 66436(a)(3)(A)(i) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY:

1. PACIFIC GAS AND ELECTRIC COMPANY AND AMERICAN TELEPHONE AND TELEGRAPH COMPANY: EASEMENT FOR POLE LINE AND INCIDENTAL PURPOSES PER BOOK 405, PAGE 342 OF OFFICIAL RECORDS (PLOTTED HEREON).
2. SPRINT COMMUNICATIONS COMPANY, QWEST COMMUNICATIONS COMPANY, LEVEL 3 COMMUNICATIONS AND WILTEL COMMUNICATIONS: EASEMENT FOR TELECOMMUNICATIONS AND INCIDENTAL PURPOSES PER SERIES NUMBER 2013-0035312 OF OFFICIAL RECORDS (NOT LOCATABLE OF RECORD).

## 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 LOT 10 FINAL MAP - PHASE 2" 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. CARTIER STREET
2. DATURA STREET
3. ERICSON STREET
4. GOLDBACK STREET
5. CARTIER COURT
6. ERICSON COURT
7. GOLDBACK COURT

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED FOR DEDICATION TO THE CITY OF AMERICAN CANYON IN FEE:

1. PARCEL F

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 PEDESTRIAN INGRESS AND EGRESS ON, ACROSS, AND OVER THOSE DESIGNATED AREAS.
2. "PUBLIC UTILITY EASEMENT" OR "PUE" IS RESERVED FOR THE PURPOSE OF PUBLIC UTILITIES ON, ACROSS, AND OVER THOSE DESIGNATED AREAS.
3. "EMERGENCY VEHICLE ACCESS EASEMENT" OR "EVA" FOR THE PURPOSE OF INGRESS AND EGRESS OF EMERGENCY VEHICLES.

AND PURSUANT TO SECTION 66434(G) OF THE SUBDIVISION MAP ACT, THE FOLLOWING PUBLIC ACCESS EASEMENT "PAE" WITHIN THE BOUNDARY OF THE MAP, WILL BE ABANDONED WITH THE FILING OF THIS MAP:

1. THE EXISTING 20' PAE, AS SHOWN ON LARGE LOT FINAL MAP WATSON RANCH (28 RM 6).

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

DATE

## 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 \$ \_\_\_\_\_ 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. MINAHEN  
COUNTY TAX COLLECTOR AND  
REDEMPTION OFFICER  
COUNTY OF NAPA, STATE OF CALIFORNIA

DATE

DEPUTY

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



## WATSON RANCH LOT 10 FINAL MAP - PHASE 2

CONSISTING OF 8 SHEETS  
BEING A SUBDIVISION OF ADJUSTED PARCEL B AS  
DESCRIBED IN CORPORATION GRANT DEED RECORDED AS  
SERIES NO. 2021-0036439, OFFICIAL RECORDS NAPA COUNTY  
BEING A PORTION OF SECTION 24, T.4W., R.4W., M.D.B.&M.  
APN : 059-430-013 (PORTION), 059-430-015, AND 059-430-016 (PORTION)  
112 LOTS, AND 1 PARCEL, 12.85± AC.  
CITY OF AMERICAN CANYON, NAPA COUNTY, CALIFORNIA



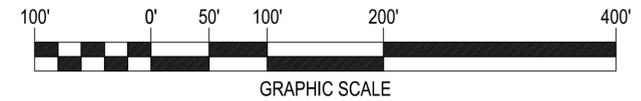
SAN RAMON ▪ (925) 866-0322  
ROSEVILLE ▪ (916) 788-4456  
WWW.CBANDG.COM  
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS  
FEBRUARY 2022

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	20.00'	90°00'00"	31.42'
C2	20.00'	90°00'00"	31.42'
C3	20.00'	90°00'00"	31.42'
C4	476.00'	5°14'14"	43.51'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C5	20.00'	84°45'46"	29.59'
C6	20.00'	106°08'30"	37.05'
C7	500.00'	9°51'37"	86.05'
C8	500.00'	6°16'53"	54.82'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C9	760.50'	6°29'31"	86.17'
C10	760.50'	37°04'17"	492.06'
C11	100.00'	20°24'08"	35.61'

LINE TABLE		
NO	BEARING	LENGTH
L1	N03°59'50"E	58.00'
L2	N03°59'50"E	48.00'
L3	N03°59'50"E	74.38'
L4	N86°00'10"W	16.90'
L5	N03°59'50"E	48.00'
L6	N12°08'40"W	54.59'
L7	N86°00'10"W	44.00'
L8	N86°00'10"W	44.00'
L9	N03°59'50"E	118.38'
L10	N86°00'10"W	55.42'
L11	N03°59'50"E	102.00'
L12	N24°23'58"E	144.81'
L13	N03°59'50"E	102.94'



### 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-CL) MONUMENT TO CENTERLINE
- (M-PL) MONUMENT TO PROPERTY LINE
- STANDARD STREET MONUMENT TO BE SET PER (5)
- FOUND MONUMENT AS NOTED
- FOUND 5/8" REBAR AND CAP, LS 7960 PER (1) OR AS NOTED
- 5/8" REBAR AND CAP, LS 7960 TO BE SET PER (5)
- SET STANDARD STREET MONUMENT, LS 7960
- SET REBAR & CAP OR NAIL & TAG, LS 7960
- EVA EMERGENCY VEHICLE ACCESS EASEMENT
- PAE PUBLIC ACCESS EASEMENT
- PUE PUBLIC UTILITY 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. 2021-0036439
- (4) RECORD OF SURVEY NO. 3279 (21 SURVEYS 69)
- (5) WATSON RANCH LOT 10 FINAL MAP - PHASE 1 ( RM )

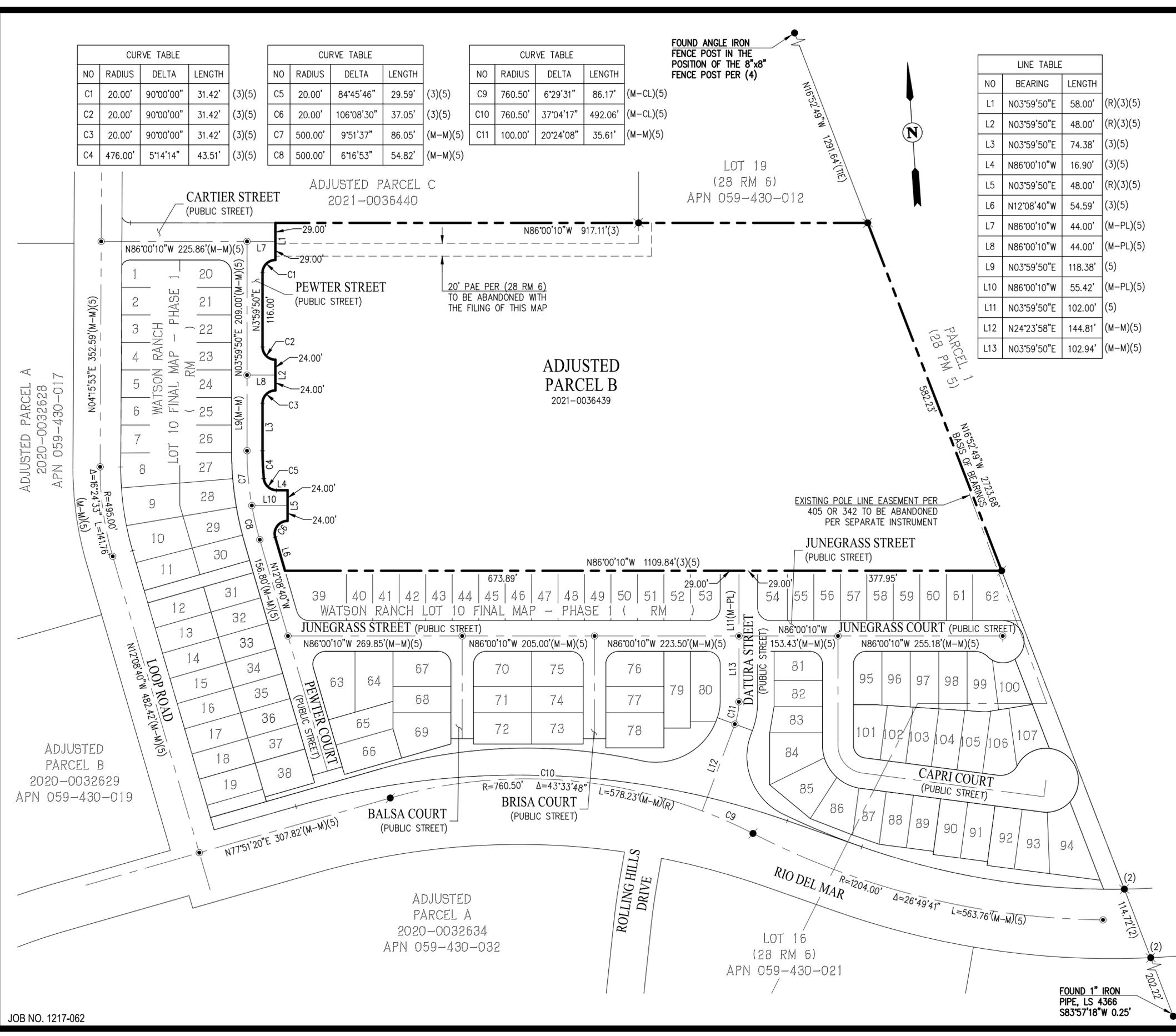
## WATSON RANCH LOT 10 FINAL MAP - PHASE 2

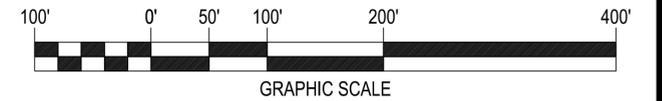
CONSISTING OF 8 SHEETS  
BEING A SUBDIVISION OF ADJUSTED PARCEL B AS DESCRIBED IN CORPORATION GRANT DEED RECORDED AS SERIES NO. 2021-0036439, OFFICIAL RECORDS NAPA COUNTY BEING A PORTION OF SECTION 24, T.4W., R.4W., M.D.B.&M. APN : 059-430-013 (PORTION), 059-430-015, AND 059-430-016 (PORTION) 112 LOTS, AND 1 PARCEL, 12.85± AC.  
CITY OF AMERICAN CANYON, NAPA COUNTY, CALIFORNIA



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ROSEVILLE (916) 788-4456  
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CIVIL ENGINEERS SURVEYORS PLANNERS  
SCALE: 1" = 100' FEBRUARY 2022





**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-CL)	MONUMENT TO CENTERLINE
(M-PL)	MONUMENT TO PROPERTY LINE
	STANDARD STREET MONUMENT TO BE SET PER (5)
	FOUND MONUMENT AS NOTED
	FOUND 5/8" REBAR AND CAP, LS 7960 PER (1) OR AS NOTED
	5/8" REBAR AND CAP, LS 7960 TO BE SET PER (5)
	SET STANDARD STREET MONUMENT, LS 7960
	SET REBAR & CAP OR NAIL & TAG, LS 7960
EVA	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
	SHEET LIMITS
(5)	SHEET NUMBER

**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. 2021-0036439
- (4) RECORD OF SURVEY NO. 3279 (21 SURVEYS 69)
- (5) WATSON RANCH LOT 10 FINAL MAP - PHASE 1 ( RM )

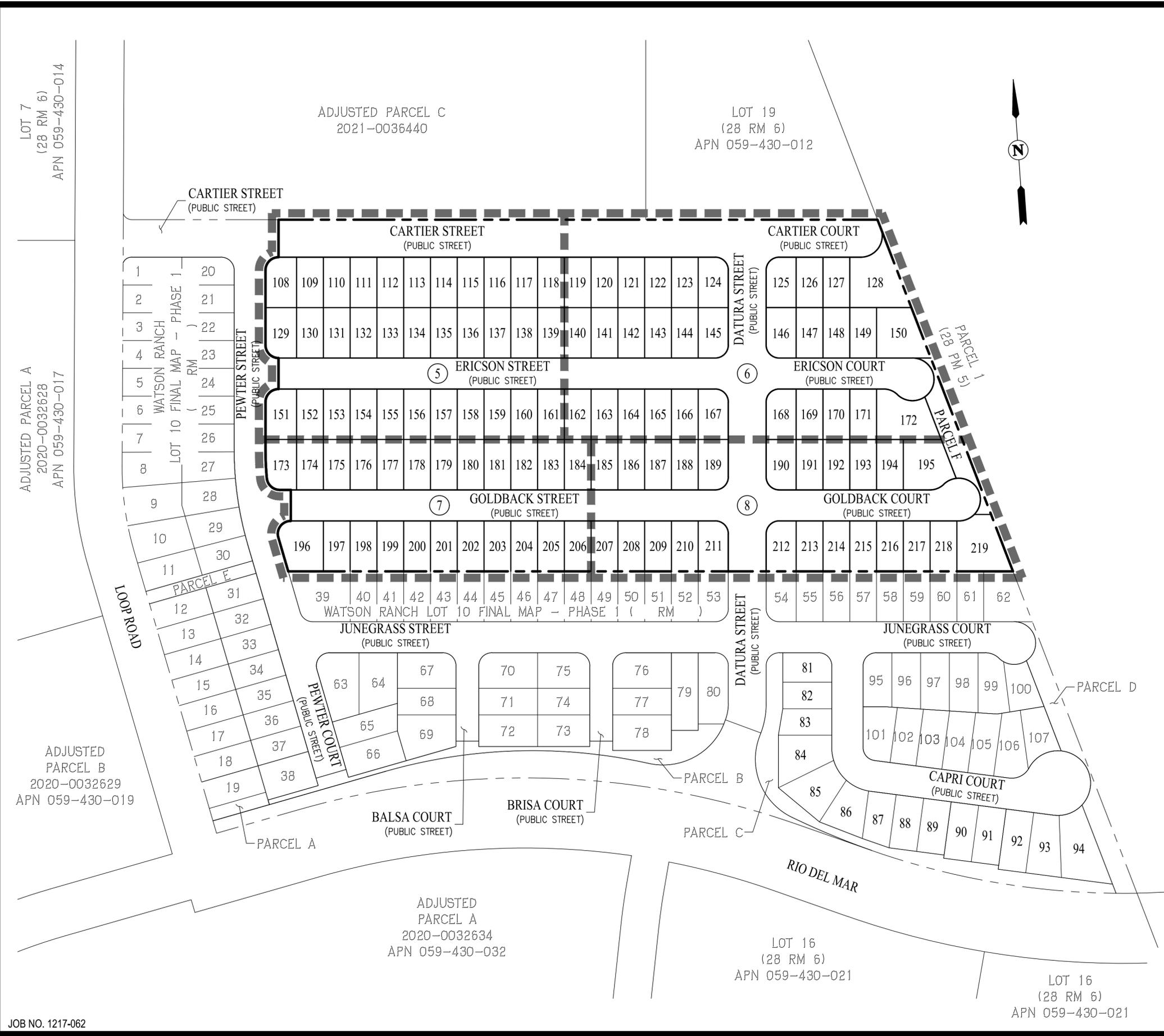
**WATSON RANCH  
LOT 10 FINAL MAP - PHASE 2**

CONSISTING OF 8 SHEETS  
BEING A SUBDIVISION OF ADJUSTED PARCEL B AS DESCRIBED IN CORPORATION GRANT DEED RECORDED AS SERIES NO. 2021-0036439, OFFICIAL RECORDS NAPA COUNTY BEING A PORTION OF SECTION 24, T.4W., R.4W., M.D.B.&M. APN : 059-430-013 (PORTION), 059-430-015, AND 059-430-016 (PORTION) 112 LOTS, AND 1 PARCEL, 12.85± AC.  
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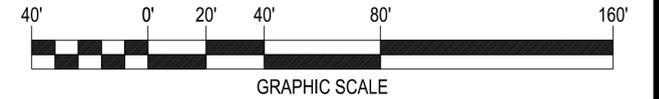


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CIVIL ENGINEERS SURVEYORS PLANNERS  
SCALE: 1" = 100' FEBRUARY 2022



ADJUSTED  
PARCEL C  
2021-0036440



**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-CL)	MONUMENT TO CENTERLINE
(M-PL)	MONUMENT TO PROPERTY LINE
	STANDARD STREET MONUMENT TO BE SET PER (5)
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	FOUND 5/8" REBAR AND CAP, LS 7960 PER (1) OR AS NOTED
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EVA	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT

**REFERENCES:**

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- (3) CORPORATION GRANT DEED SERIES NO. 2021-0036439
- (4) RECORD OF SURVEY NO. 3279 (21 SURVEYS 69)
- (5) WATSON RANCH LOT 10 FINAL MAP - PHASE 1 ( RM )

**WATSON RANCH  
LOT 10 FINAL MAP - PHASE 2**

CONSISTING OF 8 SHEETS  
BEING A SUBDIVISION OF ADJUSTED PARCEL B AS DESCRIBED IN CORPORATION GRANT DEED RECORDED AS SERIES NO. 2021-0036439, OFFICIAL RECORDS NAPA COUNTY BEING A PORTION OF SECTION 24, T.4W., R.4W., M.D.B.&M. APN : 059-430-013 (PORTION), 059-430-015, AND 059-430-016 (PORTION) 112 LOTS, AND 1 PARCEL, 12.85± AC.  
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CIVIL ENGINEERS SURVEYORS PLANNERS  
SCALE: 1" = 40' FEBRUARY 2022

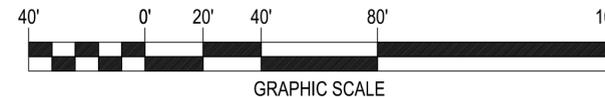


SEE SHEET 7

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	20.00'	90°00'00"	31.42'
C2	20.00'	90°00'00"	31.42'
C3	20.00'	90°00'00"	31.42'

ADJUSTED  
PARCEL C  
2021-0036440

LOT 19  
(28 RM 6)  
APN 059-430-013



**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-CL)	MONUMENT TO CENTERLINE
(M-PL)	MONUMENT TO PROPERTY LINE
	STANDARD STREET MONUMENT TO BE SET PER (5)
	FOUND MONUMENT AS NOTED
	FOUND 5/8" REBAR AND CAP, LS 7960 PER (1) OR AS NOTED
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EVA	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PUBLIC ACCESS EASEMENT
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**REFERENCES:**

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- (5) WATSON RANCH LOT 10 FINAL MAP - PHASE 1 ( RM )

**WATSON RANCH  
LOT 10 FINAL MAP - PHASE 2**

CONSISTING OF 8 SHEETS  
BEING A SUBDIVISION OF ADJUSTED PARCEL B AS DESCRIBED IN CORPORATION GRANT DEED RECORDED AS SERIES NO. 2021-0036439, OFFICIAL RECORDS NAPA COUNTY BEING A PORTION OF SECTION 24, T.4W., R.4W., M.D.B.&M. APN : 059-430-013 (PORTION), 059-430-015, AND 059-430-016 (PORTION) 112 LOTS, AND 1 PARCEL, 12.85± AC.  
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SCALE: 1" = 40' FEBRUARY 2022



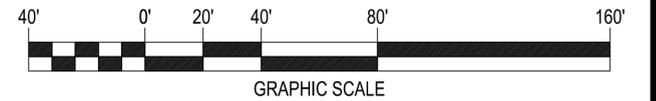
SEE SHEET 5

SEE SHEET 8

LINE TABLE		
NO	BEARING	LENGTH
L1	N86°00'10"W	28.08'
L2	N03°59'50"E	4.00'
L3	N03°59'50"E	9.00'
L4	N48°24'45"E	33.00'
L5	N73°07'11"E	33.00'
L6	N16°52'49"W	14.17'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	20.00'	90°00'00"	31.42'
C2	20.00'	90°00'00"	31.42'
C3	20.00'	90°00'00"	31.42'
C4	20.00'	90°00'00"	31.42'
C5	20.00'	90°00'00"	31.42'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C6	20.00'	90°00'00"	31.42'
C7	30.00'	44°24'55"	23.26'
C8	33.00'	110°52'39"	63.86'
C9	33.00'	79°19'21"	45.69'
C10	33.00'	145°05'34"	83.57'



### 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-CL)	MONUMENT TO CENTERLINE
(M-PL)	MONUMENT TO PROPERTY LINE
	STANDARD STREET MONUMENT TO BE SET PER (5)
	FOUND MONUMENT AS NOTED
	FOUND 5/8" REBAR AND CAP, LS 7960 PER (1) OR AS NOTED
	5/8" REBAR AND CAP, LS 7960 TO BE SET PER (5)
	SET STANDARD STREET MONUMENT, LS 7960
	SET REBAR & CAP OR NAIL & TAG, LS 7960
EVA	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PUE	PUBLIC UTILITY 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. 2021-0036439
- (4) RECORD OF SURVEY NO. 3279 (21 SURVEYS 69)
- (5) WATSON RANCH LOT 10 FINAL MAP - PHASE 1 ( RM )

## WATSON RANCH LOT 10 FINAL MAP - PHASE 2

CONSISTING OF 8 SHEETS  
BEING A SUBDIVISION OF ADJUSTED PARCEL B AS DESCRIBED IN CORPORATION GRANT DEED RECORDED AS SERIES NO. 2021-0036439, OFFICIAL RECORDS NAPA COUNTY BEING A PORTION OF SECTION 24, T.4W., R.4W., M.D.B.&M. APN : 059-430-013 (PORTION), 059-430-015, AND 059-430-016 (PORTION) 112 LOTS, AND 1 PARCEL, 12.85± AC.



SAN RAMON (925) 866-0322  
ROSEVILLE (916) 788-4456  
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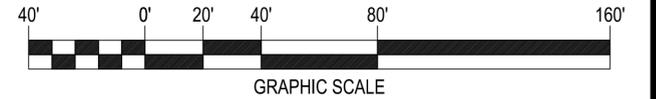
CIVIL ENGINEERS SURVEYORS PLANNERS  
SCALE: 1" = 40' FEBRUARY 2022

SEE SHEET 5



LINE TABLE		
NO	BEARING	LENGTH
L1	N86°00'10"W	16.90'
L2	N03°59'50"E	24.00'
L3	N03°59'50"E	24.00'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	476.00'	51°4'14"	43.51'
C2	20.00'	84°45'46"	29.59'
C3	20.00'	106°08'30"	37.05'
C4	500.00'	6°16'53"	54.82'



**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-CL) MONUMENT TO CENTERLINE
- (M-PL) MONUMENT TO PROPERTY LINE
- ⊙ STANDARD STREET MONUMENT TO BE SET PER (5)
- FOUND MONUMENT AS NOTED
- ⊙ FOUND 5/8" REBAR AND CAP, LS 7960 PER (1) OR AS NOTED
- ⊙ 5/8" REBAR AND CAP, LS 7960 TO BE SET PER (5)
- ⊙ SET STANDARD STREET MONUMENT, LS 7960
- ⊙ SET REBAR & CAP OR NAIL & TAG, LS 7960
- EVA EMERGENCY VEHICLE ACCESS EASEMENT
- PAE PUBLIC ACCESS EASEMENT
- PUE PUBLIC UTILITY 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. 2021-0036439
- (4) RECORD OF SURVEY NO. 3279 (21 SURVEYS 69)
- (5) WATSON RANCH LOT 10 FINAL MAP - PHASE 1 ( RM )

**WATSON RANCH  
LOT 10 FINAL MAP - PHASE 2**

CONSISTING OF 8 SHEETS  
BEING A SUBDIVISION OF ADJUSTED PARCEL B AS DESCRIBED IN CORPORATION GRANT DEED RECORDED AS SERIES NO. 2021-0036439, OFFICIAL RECORDS NAPA COUNTY BEING A PORTION OF SECTION 24, T.4W., R.4W., M.D.B.&M. APN : 059-430-013 (PORTION), 059-430-015, AND 059-430-016 (PORTION) 112 LOTS, AND 1 PARCEL, 12.85± AC.  
CITY OF AMERICAN CANYON, NAPA COUNTY, CALIFORNIA



SAN RAMON (925) 866-0322  
ROSEVILLE (916) 788-4456  
WWW.CBANDG.COM

CIVIL ENGINEERS SURVEYORS PLANNERS  
SCALE: 1" = 40' FEBRUARY 2022



LINE TABLE

NO	BEARING	LENGTH
L1	N86°00'10"W	25.78'
L2	N86°00'10"W	29.00'
L3	N86°00'10"W	29.00'
L4	N40°25'05"W	33.00'
L5	N03°59'50"E	9.00' (M-M)

LINE TABLE

NO	BEARING	LENGTH
L6	N03°59'50"E	9.00' (M-M)
L7	N86°00'10"W	205.00' (M-M)

CURVE TABLE

NO	RADIUS	DELTA	LENGTH
C1	20.00'	90°00'00"	31.42'
C2	20.00'	90°00'00"	31.42'
C3	20.00'	90°00'00"	31.42'
C4	20.00'	90°00'00"	31.42'

CURVE TABLE

NO	RADIUS	DELTA	LENGTH
C5	30.00'	44°24'55"	23.26'
C6	33.00'	37°34'03"	21.64'
C7	33.00'	141°01'56"	81.23'
C8	33.00'	45°48'56"	26.39'

**SUBDIVISION IMPROVEMENT AGREEMENT  
REGARDING THE WATSON RANCH  
FINAL MAP FOR PHASE 1 OF LOT 10**

This “**Subdivision Improvement Agreement**” (also “**Agreement**” or “**SIA**”), dated this \_\_\_<sup>th</sup> day of February, 2022 (“**Effective Date**”), is entered into by and between the City of American Canyon, a California municipal corporation (“**City**”), and McGrath Properties American Canyon, LLC, a California limited liability company, William P. Jaeger III And Colleen M. Jaeger, Trustees of the Jaeger Family Living Trust, Leah E. Jaeger, an unmarried woman, William P. Jaeger IV And Leanne Hope Cullen Jaeger, husband and wife, John F. Jaeger and Joanne S. Jaeger, Trustees of the John F. And Joanne S. Jaeger Revocable Trust, Christian M. Jaeger and Joanne S. Jaeger, Trustees of the Christian M. Jaeger Irrevocable Trust, JamCan LLC, a Delaware Limited Liability Company, Jeffrey L. Jaeger and Kristen S. Jaeger, Trustees of the Lolly Rancher Irrevocable Trust Of 2019, Lolly Rancher, LLC, a California Limited Liability Company, Thomas Nathaniel Heydorff and Alexandra Jaeger Heydorff, Co-Trustees of the Jaegerdorff Family Trust dated December 13, 2021, Maximilian C. Jaeger and Rebecca Routs, Trustees of the Jaeger-Routs Family Trust, and Harrison S. Bell and Lizette J. Bell, Trustees of the Bell Family Trust, as tenants-in-common (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 “**Phase 1**” of that property set forth in the Vesting Tentative Subdivision Map for Watson Ranch Phase Lot 10 (PL21-0013; APN 059-430-015 and 059-430-016) (also referred to herein as “**VTM 10**” or “**Lot 10,**” and sometimes referred to herein as the “**Property**”) to ultimately subdivide Large Lot 10 (approximately) into 219 house lots and 6 parcels (through two phases), was approved as shown on VTM 10 prepared by Carlson, Barbee & Gibson, revised through August, 2021, consisting of multiple sheets, marked “**Exhibit C**” to the Resolution approving Watson Ranch Lot 10 VTM, and on file in the City Community Development Department. This SIA applies to the “**Phase 1**” Final Map for the Lot 10 Property. The Phase 1 portion of the Property is also referred to in this Subdivision Improvement Agreement as the “**Project.**” The Phase 1 Final Map is also referred to herein as the “**Final Map**” of “**Final Maps(s).**”

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.

E. 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 Lot 10 Master Conditions shall apply during this Subdivision Improvement Agreement for Lot 10 Phase 1. Only those Lot 10 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 Lot 10 Phase 1. 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 Lot 10 Phase 1.

<i>Specific Condition</i>	<i>Developer Obligations</i>	<i>Implementation</i>	<i>Status</i>
2.	The Master Conditions adopted for the AC-1 Portion of the Watson Ranch Specific Plan are attached hereto and incorporated herein by this reference as if set forth herein in full, and shall apply to the Project where relevant, i.e., where such Master Conditions set general principles applicable to all Parcels comprising the AC-1 portion of the Watson Ranch Specific Plan, and/or where such Master Conditions set specific requirements relating to Lot 10, which Lot 10 comprises the land within the Watson Ranch Lot 10 VTM. 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 Specific Conditions and Master Conditions set forth in this Subdivision Improvement Agreement for Lot 10 Phase 1.	Execution of SIA	Applicable
3.	Development of the subdivision and the individual lots comprising Watson Ranch Lot 10 VTM shall be subject to the Watson Ranch Lot 10 Residential Design Guidelines, on file in the Community Development Department.	Building Permit	Applicable

4.	Watson Ranch Lot 10 VTM shall have that life set forth in the Watson Ranch Specific Plan Development Agreement (Development Agreement).	Final Map	Applicable
5.	Applicant shall defend, indemnify, and hold harmless the City of American Canyon, its elected and appointed officials, employees, volunteers, and legal counsel, as set forth in the Development Agreement.	Final Map	Applicable
6.	Applicant shall be responsible for paying for charges related to the processing of Watson Ranch Lot 10 VTM as set forth in the Development Agreement.	Final Map	Applicable
7.	Street names within Watson Ranch Lot 10 VTM shall be subject to City review and approval prior to recordation of the Final Map.	Final Map	Applicable
8.	Compliance of the Project with City's Inclusionary Housing Requirements is as set forth in the Development Agreement.	Sale of Parcel 24	Completed/Satisfied
9.	Applicant shall make all public dedications shown on Watson Ranch Lot 10 VTM through the Final Map, and City shall accept those public dedications.	Recordation	Applicable
10.	Prior to the approval of the Final Map, the applicant shall provide a landscaping strip along the north side of Rio Del Mar to compliant with the Watson Ranch Specific Plan and reviewed and found satisfactory by the Community Development Director.	Final Map	Applicable
11.	Prior to the approval of the Final Map, the applicant shall provide a fence or wall along the north side of Rio Del Mar to be reviewed and found satisfactory by the Community Development Director.	Final Map	Applicable

**Public Works Conditions**

**GENERAL CONDITIONS OF APPROVAL**

<i>Specific Condition</i>	<i>Developer Obligations</i>	<i>Implementation</i>	<i>Status</i>
12.	Applicant's responsibility for fees and costs relating to Final Map check, Improvement Plans check, inspections, and all other related City acts shall be as set forth in the Development Agreement.	Relevant City Act	Applicable
13.	All improvements shall be designed in accordance with the City's American Canyon Municipal Code (ACMC), Engineering Standard Plans and Specifications for Public Improvements (City Standards), except as specifically noted otherwise in these Specific Conditions or the Development Agreement.	Relevant SIA, Building Permits, Certificates of Occupancy	Applicable
14.	All proposed new utilities to serve the Project, both on-site and along Project frontages, shall be placed underground. Exceptions may be allowed for surface mounted transformers, pedestal mounted terminal boxes, and meter cabinets.	SIA	Applicable
15.	Unless otherwise explicitly permitted by the Development Agreement, all existing wells, septic tanks and/or underground fuel storage tanks shall be abandoned under permit and inspection of Napa County Department of Environmental Services or other designated agency. If there are none, the Project engineer shall provide a letter describing the scope of the search done to make this determination.	Relevant Permit	Applicable
16.	A detailed Soils Investigation/Geotechnical Report shall be prepared and submitted for review. The report shall address, at a minimum, potential for liquefaction, R-values, expansive soils and seismic risk. The improvement plans shall incorporate all design and construction criteria recommended in the Geotechnical Report.	Improvement Plans Submittal	Applicable
17.	A Drainage Report prepared by a California Registered Civil Engineer shall be submitted for review with the initial submittal of the Improvement Plans. The Drainage Report shall include hydrologic and hydraulic calculations to support	Improvement Plans Submittal	Applicable

	the design and sizing of all public and private drainage facilities including storm drains, detention facilities, and weirs. The report shall include hydraulic grade line profiles for all proposed storm drains for the 10-year, 25-year and 100-year storm events.		
18.	A detailed Post-Construction Stormwater Control Plan (SWCP) that identifies and sizes all permanent post-construction stormwater treatment BMPs shall be prepared and submitted for review approval. The Plan shall be prepared in accordance with the latest edition of the <i>Bay Area Stormwater Management Agencies Association (BASMAA) Post-Construction Manual</i> and the requirements of the State Water Resources Control Board Phase II Municipal Separate Storm Water System (MS4) General Permit (Order 2013-0001 DWQ).	Improvement Plans Submittal	Applicable
19.	A Post Construction Stormwater Operations and Maintenance Plan that includes a plan sheet showing all storm drain and water quality infrastructure that is to be maintained, along with detailed instructions and schedules for the ongoing maintenance and operation of all post-construction stormwater BMPs shall be submitted for review and approval by the City Engineer. Once approved, the Applicant shall enter into an agreement (transferrable to future Homeowner's Association) with the City that provides the terms, conditions, and security associated with the ongoing requirements of the Post Construction Stormwater Best Management Practices.	Improvement Plans Submittal	Applicable
20.	Final Map(s), as defined in the Subdivision Map Act, shall be prepared by a licensed surveyor or civil engineer. Final Map(s) shall show all lots, parcels, rights-of-way, and easement(s), and shall be submitted to the City Engineer for review. Final Map(s) shall be in substantial conformance with the approved Watson Ranch Lot 10 VTM and all applicable Conditions of Approval. Final Map(s) shall be approved by the City and recorded with the Napa County Recorder. Closure calculations shall be provided at the time of each initial Final Map submittal. All calculated points within the Final Map(s) shall be based upon one common set of coordinates. All information shown on the Final Map(s) 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(s) and shall be verifiable from information shown on the closure calculation printout. A current title report shall be submitted at the time of each initial Final Map submittal.	Final Map Approval and Recordation	Applicable
21.	Where relevant, Applicant shall secure all necessary rights-of-way and public and private easements for both onsite and offsite Public Improvements, pursuant to the Development Agreement. Public rights-of-way and easements shall be dedicated to the City on the Final Map or granted by separate instrument, all pursuant to the Development Agreement. If granted by separate instrument, Applicant shall prepare all necessary legal descriptions and deeds.	Final Map Dedication and Recordation	Applicable
22.	To the extent any offsite Public Improvements require the acquisition of property not currently owned by Applicant or the City, the Development Agreement shall apply, and if the Development Agreement does not address the issue, the California Subdivision Map Act shall apply.	Final Map Submitted	Applicable
23.	Applicant shall transmit by certified mail a copy of Watson Ranch Lot 10 VTM 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
24.	Applicant shall submit all site Improvement Plans, prepared by a registered Civil Engineer, for review and approval of the City. Please be aware that this is separate submittal from the building permit application. The final plan set shall include all civil, landscape and joint trench drawings under a single cover sheet. Applicant shall submit a Rough Grading Plan for all phases for review and approval of the City. Rough Grading Plan approval and site grading may	Improvement Plans Submittal	Applicable

	commence prior to Improvement Plan and Final Map approval. An Encroachment Permit shall be required for any work within City right of way, unless explicitly not required by the City.		
25.	All Public Improvements, including without limitation street, water mains, sewer mains, recycled water facilities, and storm drains shall be clearly labeled as "Public" on the Improvement Plans, along with clear demarcation points where they become Public. Likewise, all Private Improvements, including without limitation, retention basins, shall be clearly labeled as "Private " on the Improvement Plans, along with clear demarcation points.	Improvement Plans Submittal	Applicable
26.	Cathodic protection shall be provided for all water valves, fittings, hydrants, meters, backflow devices and other metal appurtenances, regardless of the findings of any soils corrosivity analysis. Cathodic protection details shall be included in the Improvement Plans.	During Construction	Applicable
27.	All public water service laterals or services (domestic, recycled and fire water) shall include approved backflow prevention devices.	During Construction	Applicable
28.	Applicant shall keep adjoining public streets free and clean of Project dirt, mud, materials, and debris during the construction period, as is found necessary by the City Engineer.	During Construction	Applicable
29.	If any hazardous material is encountered during any construction, all construction work shall immediately stop, and the Fire Department, Napa County Department of Environmental Services, or other designated agency, and the City Inspector, shall be notified immediately. Construction work shall not recommence until clearance has been issued by appropriate agencies.	During Construction	Applicable
30.	Prior to final preparation of the subgrade and placement of base materials, all underground utilities shall be installed, and service connections stubbed out behind the sidewalk. All public utilities, cable TV, sanitary sewers, and water lines, shall be installed in a manner that, where possible, will not result in disturbing the street pavement, curbs, gutters, and sidewalks when future service connections or extensions are made.	During Construction	Applicable
31.	Where soil or geologic conditions encountered in grading operations are different from that anticipated in the soil and/or geologic investigation report, or where such conditions warrant changes to the recommendations contained in the original soil investigation, a revised soil or geologic report shall be submitted for approval by the City Engineer. Additionally, if field conditions warrant installation of any subdrains, the location, size and construction details shall be provided to the City for review and approval prior to construction.	During Construction	Applicable
32.	All new fire hydrants shall be covered with burlap coverings until the hydrants have been tested and found to be in conformance with City flow requirements. No storage of combustible materials or construction of building(s) shall be permitted on-site until all hydrants meet City flow requirements, or until alternative fire protection measures are in place, as determined by the City.	Pre- and during construction	Applicable
33.	Prior to placing the final lift of asphalt, all public storm drains and sanitary sewer lines shall be video inspected at Applicant's expense. All video tapes shall be submitted to the City. If any inadequacies are found by City, such inadequacies shall be repaired prior to the placement of the final lift of asphalt.	Prior to placing the final lift of asphalt	Applicable
34.	All streets, curbs, gutters, sidewalks, or other public facilities damaged in the course of construction associated with the Project shall be the responsibility of Applicant and shall be repaired to the satisfaction of the City, at Applicant's expense.	During and post Construction	Applicable
35.	After all of the new underground utilities within public streets have been installed, where necessary, the affected areas shall be milled and repaved to	SIA	Applicable

	present a neat, finished pavement area. Multiple trench patches are not acceptable.		
36.	All construction stormwater pollution prevention best management practices (BMP's) shall be installed as the first order of work and in accordance with the <i>State Water Resources Control Board's General Construction Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order 2009-0009-DWQ)</i> and Applicant's Storm Water Pollution Prevention Plan (SWPPP). All stormwater BMP's shall be maintained to the satisfaction of the Qualified SWPPP Developer (QSD), Qualified SWPPP Practitioner (QSP), and the City Engineer.	Pre-Construction	Applicable
37.	Construction and grading activities on the site shall be limited to the hours between 7:00 a.m. and 6:00 p.m., Monday through Friday, and 9:00 a.m. and 5:00 p.m. on Saturday. Work on Sunday and holidays shall require approval from the City Engineer. If Sunday and/or holiday work is approved, construction and grading activities on the site shall be limited to the hours between 10:00 a.m. and 6:00 p.m. on Sundays and State and Federal holidays.	Any Construction and Grading Activity	Applicable
38.	In accordance with the Development Agreement, City shall execute any and all Will-Serve Letter(s) and Water Supply Report(s) that will quantify the new potable water demand for the proposed development and will identify the necessary mitigation for the development's demands with "wet-water" offsets with one or more of the options set forth in the Development Agreement.	Relevant Permit	Applicable
39.	All Public Improvement landscaping shall be designed to use recycled water for irrigation. Recycled water landscaping shall be designed to comply with California Code of Regulations Title 22 and shall include design details to prevent runoff of recycled water. The irrigation system shall include an ET/SMART controller.	Improvement Plans Submittal	Applicable
40.	With the exception of water used for loading and testing of potable water lines, all construction water used for the project shall be obtained from a source other than American Canyon potable water sources. The Applicant shall provide verification that an outside source of construction water, e.g., recycled water, has been established and will be available for the duration of the project construction.	During Construction	Applicable

### **SPECIAL CONDITIONS OF APPROVAL**

<i>Specific Condition</i>	<i>Developer Obligation</i>	<i>Implementation</i>	<i>Status</i>
41.	Applicant shall submit Improvement Plans prepared by a registered Civil Engineer (Engineer of Record) in substantial conformance with Watson Ranch Lot 10 VTM (Sheets TM-1 through TM-8), prepared by CBG Civil Engineers dated July 19, 2021, except as modified by these conditions. This shall be a single set of improvement plans for all of the improvements in all phases.	Improvement Plans Submittal	Applicable
42.	All on-site (defined as within the boundaries of Watson Ranch Lot 10 VTM) and off-site (defined as outside the boundaries of Watson Ranch Lot 10 VTM) Public Improvements constructed by Developer shall be dedicated to, and accepted, operated, and maintained by, City.	Final Map Recommendation; Relevant Acceptance	Applicable
43.	Applicant shall construct all of the on-site and off-site Public Improvements as shown on Watson Ranch Lot 10 VTM); although, construction may be phased to correspond with the boundaries of each Final	Relevant Approval	Applicable

	Map. Loop Road and Rio Del Mar improvements, including the improvements fronting Watson Ranch Lot 10 VTM, will be constructed by Master Developer.		
44.	Applicant shall construct all of the on-site and off-site Private Improvements as shown on Watson Ranch Lot 10 VTM.	Relevant Approval	Applicable
45.	Applicant shall construct all of the on-site and off-site Public Improvements as shown on Watson Ranch Lot 10 VTM except as modified below: a. The 4" beveled curb and gutter shown on Sections A-A, B-B and E-E in Sheet TM-2.1 does not meet City Standards and is not acceptable. Improvement Plans shall show 6" curb and gutter conforming to City Standard 3.06 and 3.07. b. It is acceptable not to show driveway locations in the interim, but it would need to be detailed in the Improvement Plans conforming to City Standards or custom designed to fit within constraints. CBG shall coordinate with the City on the final configuration of the driveway. c. Redesign the east curb ramps along Street F in the intersections of Court G and Court H to eliminate sidewalk taper. d. Cul-de-sacs at end of Courts A, D, E and F shall conform to City Standard 3.03. Otherwise, provide a letter from Recology that non-standard cul-de-sac is acceptable in terms of collection truck movement. Additionally, the Design and Construction Request shall be approved by the Public Works Director. e. The proposed domestic water main in Court C shall be extended south through Parcel B and tied into the water main in Rio Del Mar. f. The EVAs shall be paved with an asphalt concrete surface or with an alternative pavement surface as approved by the City Engineer.	Relevant Approval	Applicable
46.	Prior to the submittal of any Improvement Plans, Applicant shall: a. Submit the City's "Improvement Plan Checklist" to City. b. Be responsible for Improvement Plan check services, as set forth in the Development Agreement. c. Provide the following: (1) Public Street Repair Plan (2) Utility Plan and Joint Trench Plan (3) Construction Storm Water Pollution Prevention Plan (SWPPP) (4) Drainage Report (5) Post-Construction Stormwater Runoff Management Plan (SRMP) (6) Geotechnical Report (7) Soil Corrosivity Analysis (8) Construction Traffic Control Plan.	Prior to the submittal of any Improvement Plans	Applicable
47.	Prior to approval of the Improvement Plans, the Applicant shall: a. Provide written acknowledgment by the Geotechnical Engineer of Record that the Plans incorporate all design and construction criteria specified in the Geotechnical Report. b. Furnish proof of the acquisition of all rights of entry and/or temporary and permanent easements necessary to construct the project and the location of all such rights on the Plans. c. Fill out and submit the City's Erosion and Sediment Control Template. d. Furnish proof that all permits that may be required by the California Department of Fish & Wildlife, State and Regional Water Quality Control Board, US Army Corps of Engineers and any other regulatory agencies with jurisdiction over the proposed construction have been obtained.	Prior to approval of Improvement Plans	Applicable

	<p>e. Submit a copy of the Notice of Intent and WDID# for coverage under the State Water Resources Control Board' General Construction Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order 2009-0009-DWQ).</p>		
48.	<p>Unless otherwise specified in the Development Agreement, prior to commencement of construction activities, Applicant shall:</p> <ul style="list-style-type: none"> <li>a. Pay off all current account balances with the City of American Canyon.</li> <li>b. Pay any inspection fees pursuant to the Development Agreement.</li> <li>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"> <li>(1) Six (6) full-size bond copies of the approved Improvement Plans for the City's use.</li> <li>(2) One (1) job-site copy of the latest edition of the City Standards for the Contractor use.</li> <li>(3) One (1) job-site copy of the SWPPP for use by the LRP, QSP, QSD, and Contractor.</li> </ul> </li> </ul>	Prior to Commencement of Construction	Applicable
49.	<p>The Watson Ranch Lot 10 VTM states that multiple Final Map(s) may be filed and shows a preliminary phasing between Phase 1 and Phase 2 Final Map(s). Prior to recordation of each Final Map, the Applicant shall:</p> <ul style="list-style-type: none"> <li>a. Construct all of the Public and Private Improvements within that Final Map phase to the satisfaction of the City. Alternatively, the Applicant may enter into this Subdivision Improvement Agreement with the City agreeing to complete all of the Public and Private Improvements within that Final Map phase prior to Occupancy of the first unit on that Final Map. Such an Agreement will require the Applicant to provide bonds, proof of workers compensation insurance, and general liability insurance in the forms and amounts set forth in this SIA.</li> <li>b. Generally, in substantial conformance with that which is shown on the approved Watson Ranch Lot 10 VTM, convey all easements and dedications, public and private, for the construction, use and/or maintenance of roads or other access, drainage facilities, utilities and post-construction storm water management facilities on within each Final Map on said Final Map or by separate instruments. All dedications to the City shall be irrevocable offers of dedication. Specific public offers of dedication include: <ul style="list-style-type: none"> <li>i. Streets A through F and Courts A through I for public road and utility purposes.</li> <li>ii. Approximately 0.83 acres of additional right-of-way for public road and utility purposes for the realigned Rio Del Mar.</li> <li>iii. Parcels B through F in fee for emergency vehicle access and public access.</li> <li>iv. Public utility easements (PUEs) as shown on the Watson Ranch Lot 10 VTM.</li> </ul> </li> <li>c. Vacate the existing 20-foot-wide public access easement along the north line of the Watson Ranch Lot 10 VTM.</li> <li>d. Dedicate by separate instrument for public road and utility purposes that portion of Street A lying within Watson Ranch Lot 8.</li> <li>e. Furnish proof of the payment of the mapping service fee as required by Napa County Board of Supervisors Resolution No. 92-119.</li> </ul>		Applicable

50.	<p>Prior to release of Project Bonds, Applicant shall:</p> <ul style="list-style-type: none"> <li>a. Submit an inspector's punch list indicating that all of the improvements are constructed to the satisfaction of the City Engineer.</li> <li>b. Restore all adjacent off-site road surfaces to pre-Project conditions.</li> <li>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.</li> <li>d. Submit testing certification all backflow devices installed.</li> <li>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.</li> <li>f. Provide proof that all relevant Conditions of Approval have been satisfied.</li> <li>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.</li> <li>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.</li> <li>i. Execute Post-Construction Stormwater Operations and Maintenance Agreement with the City.</li> <li>j. Enter into a Recycled Water User's Agreement with the City.</li> </ul>	Prior to release of project Bond's.	Applicable
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**GENERAL - FIRE**

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

**ACCESS - FIRE DEPARTMENT**

<i>Specific Condition</i>	<i>Developer Obligation</i>	<i>Implementation</i>	<i>Status</i>
53.	Fire Apparatus Access Roads shall be designed in accordance with provisions set forth in the California Fire Code Chapter 5 and Appendix D as amended by the American Canyon Fire Protection District and the applicable Public Works Standard.	Pre-Construction	Applicable
54.	Fire apparatus access shall be provided to within 150 feet of the most remote portions of all buildings from an approved exterior route. The final design of	Pre-Construction	Applicable

	fire department access components shall be reviewed and approved by the Fire Chief prior to installation.		
55.	Fire apparatus access roads shall have an unobstructed minimum width of 20 feet (curb to curb) and a minimum unobstructed vertical clearance of 13' 6". They shall have an all-weather paved surface capable of supporting a GVW of 71,000 pounds.	Pre-Construction	Applicable
56.	Access roads shall be completed with all-weather surfaces prior to the stockpiling of combustible materials or beginning combustible construction.	Pre-Construction	Applicable
57.	When required by the chief, fire apparatus access roads shall be designated as Fire Lanes and appropriate signs and/or markings installed in accordance with the California Vehicle Code and approved City standards.	Pre-Construction	Applicable

**PROTECTION - FIRE**

<i>Specific Condition</i>	<i>Developer Obligation</i>	<i>Implementation</i>	<i>Status</i>
58.	Fire Protection systems shall be installed in accordance with provisions set forth in the California Fire Code as amended by the American Canyon Fire Protection District and the applicable National Fire Protection Association Standard.	Relevant Permit	Applicable
59.	Plans and calculations for all fire protection systems and features shall be submitted and approved prior to the issuance of a building permit.	Building Permit	Applicable
60.	An approved water supply capable of supplying the required fire flow for fire protection systems shall be provided to all premises upon which facilities or buildings are hereby constructed or moved into or within the City. Required fire flow and hydrant distribution shall be in accordance with Appendix B and C of the California Fire Code.	Relevant Permit	Applicable
61.	All required inspection testing and maintenance of the water delivery system including hydrants and valves shall meet the standards adopted by the California State Fire Marshal and the American Canyon Fire Protection District including but not limited to the most current adopted editions of the California Code of Regulations Title 24, Part 9 (California Fire Code) and adopted NFPA Standards.	SIA	Applicable

**CONSTRUCTION - FIRE**

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

**2. Master Conditions.** All relevant Master Conditions shall apply during this Subdivision Improvement Agreement for Lot 10 Phase 1, 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.	The Project’s “Large Lot Vesting Tentative Map” was approved and later recorded as the “Large Lot Final Map,” producing twenty-four (24) lots/parcels (“Large Lot Parcels”). Each of those Large Lot Parcels will be further subdivided over time creating additional lots/parcels. These Master Conditions apply to the Project, the large Lot Parcels, and all such subsequent subdivision map approvals. The idea behind these Master Conditions is to establish a consistent set of “rules” (Conditions of Approval) that can be used throughout the implementation of the Project, thereby ensuring certainty and efficiency.	Relevant Subsequent Approvals	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit
3.	These Master Conditions also express certain requirements from the Watson Ranch Specific Plan.	Relevant Subsequent Approvals	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit
4.	These Master Conditions also contain the relevant Mitigation Measures relating to the Project, including without limitation, the EIR’s Mitigation Monitoring and Reporting Program, as clarified, updated and refined by these Master Conditions to reflect implementation progress.	Relevant Subsequent Approvals	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit
5.	These Master Conditions also contain requirements from the City’s standard Subdivision Improvement Agreement (“SIA”) in order to streamline the future SIA process. Subsequent subdividing of the Project will involve SIAs, which SIAs will employ these Master Conditions.	SIA	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit
6.	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,	Relevant Subsequent Approvals	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit

	<p>which Master Conditions shall be subject to, and controlled by, the Development Agreement. If a conflict arises between these Master Conditions, and/or any Specific Conditions and the express and/or implied provisions of the Development Agreement, as amended over time, the Development Agreement shall control.</p> <p>Where possible, these Master Conditions describe the “Mechanism” for satisfying the Master Condition (for example, subdivision map approval, adopted Design Guidelines, etc.), the “Implementation” timing of the Master Condition (for example, Building Permit issuance), and the “Status” of such Master Condition performance (whether the requirement is still “Applicable, whether it has been “Completed,” etc.). Additionally, through subsequent “mapping” of a particular Large Lot Parcel pursuant to the Subdivision Map Act, listed Master Conditions applicable to that Parcel may be further organized into relevant Phases (phased final maps) of that Parcel, if applicable.</p> <p>As used in these Master Conditions, a reference to “All” or “All Parcels” shall mean that the Master Condition is setting a general rule that applies to the development of any and all Large Lot Parcels. When these Master Conditions provide that the Master Condition in question shall apply to “Applicable Parcels,” that means that each Parcel over which the Master Backbone Infrastructure (MBI) in question lies and/or abuts (and therefore the Parcel is responsible for the “Parcel’s MBI Portion”) is one of the “Applicable Parcels.”</p>		
<p>7.</p>	<p>As used in these Master Conditions, the following definitions shall apply. “SIA” shall mean the relevant/applicable “Subdivision Improvement Agreement.” “Major Backbone Infrastructure” work or “MBI” shall have that meaning provided by the Development Agreement. “Public Improvements” work shall mean infrastructure improvements to be constructed by Developer, and then dedicated to, accepted by, and operated and maintained by, City. “Private Improvements” shall mean infrastructure improvements that shall be constructed by Developer and not be dedicated to, accepted by, and operated and maintained by, City. “Improvement Plans” shall mean those improvement plans and specifications relating to MBI, Public Improvements, and/or Private Improvements. Developer shall obtain City approval of all Improvement Plans for the relevant MBI, Public Improvements, and/or Private Improvements work. All work on the relevant MBI, Public Improvements, and/or Private Improvements shall be performed by Developer at the places, at the grades, with the materials, and in the manner as shown on the City-approved Improvement Plans. Additionally, the phrase: “Pre-Final Map, Final Map Recordation, Grading Permit, Construction Permit, Building Permit, Occupancy Permit” shall mean that the timing of performance of the particular Master Condition will be satisfied at one of those performance events, as will be determined by the Subsequent Approval.</p>	<p>Relevant Subsequent Approvals</p>	<p>Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit</p>
<p>8.</p>	<p>Unless otherwise set forth in these Master Conditions, or unless otherwise agreed to by City and Developer, each Parcel shall be responsible for the entirety of the design and construction of the “Master Backbone Infrastructure” (also “MBI”) of the Public Improvement for the geographic distance of the Parcel’s entire frontage on such MBI, and/or the entire geographic distance that such MBI traverses such Parcel (“Parcel’s MBI Portion”). For example, if the MBI in question is Rio Del Mar, then the Parcel in question shall be responsible for the design and construction of all of that portion of Rio Del Mar that traverses and/or abuts such Parcel, i.e., the “Parcel’s MBI Portion.” Such Parcel MBI Portion design and construction shall be to the “ultimate design” of the MBI in question, including without limitation, ultimate width, depth, curb, gutter, sidewalk, street lighting, landscaping, etc. City, Developer, and the owner/builder of the relevant Parcel (if different than Developer) may by mutual agreement refine the requirements of this Master Condition. Therefore, if the Master Conditions provide that the Master Condition in question shall apply to “Applicable Parcels,” that means that each Parcel over which the MBI in question lies and/or abuts (and therefore the</p>	<p>Applicable Parcels Parcel’s MBI Portion Reimburse</p>	<p>Pre-Final Map, final map recordation, Grading Permit, Construction Permit, Building Permit, Occupancy Permit</p>

	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.		
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 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.	Relevant Parcels  Parcel’s MBI Portion  Reimburse	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit
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 Lot 10 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	SIA	Applicable

	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.		
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 relevant SIA, whether such public property be owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or by any public or private corporation, partnership or association, or by any person whomsoever, or by any combination of such owners. Such replacement and/or repair cost shall not exceed the cost of such property damage or destruction suffered.	SIA	Applicable
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 prior to the issuance of a building permit (and/or "construction permit") for the MBI, Public Improvements, and/or Private Improvements work:  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, as security for the faithful performance of all the	Prior to the issuance of a building permit (and/or "construction permit") for the MBI,	Applicable

	<p>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. [\$3,513,500]</p> <p>b) A surety bond or bonds in the amount equal to 50% of the estimated cost of the relevant MBI, Public Improvements, and/or Private Improvements work, as security to guarantee payment in full of all persons who perform labor upon or furnish materials to be used in construction of the relevant MBI, Public Improvements, and/or Private Improvements work. Such surety bond shall remain in effect at a minimum of thirty-five (35) days beyond the date of Notice of Completion of the relevant MBI, Public Improvements, and/or Private Improvements work. [\$1,756,750]</p> <p>c) A surety bond in the amount of 10% of the estimated cost of the relevant MBI, Public Improvements, and/or Private Improvements work as security for the warrantee of all the provisions of the relevant SIA, including without limitation the repair and reconstruction of defective work provisions of such Agreement. Such surety bond shall remain in effect at a minimum of thirty-five (35) days beyond the date of Notice of Completion of the relevant MBI, Public Improvements, and/or Private Improvements work. [\$351,350]</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>	<p>Public Improvements, and/or Private Improvements work</p>	
<p>54.</p>	<p>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.</p>	<p>SIA</p>	<p>Applicable</p>
<p>55.</p>	<p>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</p>	<p>SIA</p>	<p>Applicable</p>

	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.		
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 SIA until Developer shall have obtained all insurance required under this SIA 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 SIA shall be a breach of this SIA. Developer agrees that if the aforesaid insurance is not kept in full force and effect, City may terminate this SIA 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.	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	SIA	Applicable

	<p>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"> <li>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;</li> <li>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;</li> <li>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.</li> <li>d) <u>Worker's Compensation Insurance</u>. In the amounts required by law.</li> </ul>		
63.	<p>City shall not, nor shall any officer, agent or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring in the work specified in this Agreement prior to the completion, approval and/ or acceptance of the same; nor shall the City, nor any of its elected and appointed officials, officers, directors, attorneys, agents (including outside consultants), and employees and each of them, thereof, be liable for any persons or property injured by reason of said work or by reason of the acts or omissions of the Developer, its officers, agents or employees, in the performance of said work. Prior to the completion, approval, or acceptance of the work, the Developer agrees to indemnify, defend and save harmless the City, its elected and appointed officials, officers, directors, attorneys, agents (including outside consultants), and employees and each of them, from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from the Developer's operations or its services hereunder, including any workers' compensation suits, liability, or expense, arising from or connected with services by any person pursuant to this Agreement, whether arising from activities of Developer or any of Developer's contractors, subcontractors or by persons directly or indirectly employed by or acting as agent for Developer or arising out of the use of any patent or patented article in the construction of said work. Developer agrees to, and shall upon request, promptly and fully defend City and its elected and appointed officials, officers, directors, attorneys, agents (including outside consultants), and employees and each of them,, from any suits or actions at law or equity for damages caused, or alleged to have been caused, by reason of the activities hereinabove identified as being the responsibility of Developer.</p>	SIA	Applicable
64.	<p>Developer shall comply with all applicable provisions of the California Labor Code.</p>	SIA	Applicable
65.	<p>Developer shall at all times from the effective date of this Agreement to the completion and acceptance of the Public Improvements by the City, give good and adequate warning of each and every dangerous condition caused by the construction of said Public Improvements and will protect the traveling public therefrom.</p>	SIA	Applicable
66.	<p>Developer warrants that it has control of the real property reserved, or needed for the installation of the Public Improvements, and the streets in which it is to be placed, as is necessary to allow it to carry out its obligations under this Agreement.</p>	SIA	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, and/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 and compaction, concrete testing, and asphalt testing and compaction. Such reports shall be made available to City upon City's request.	SIA	Applicable
81.	Developer shall retain and pay the cost of the Engineer of Record to certify the Private Improvements are constructed to their satisfaction and at the places, at the grades, with the materials and in the manner shown upon the plans and specifications therefor approved by the City's Engineer.	SIA	Applicable

**3. Mitigation Measures.** All relevant and applicable Mitigation Measures set forth in the Specific Conditions for Lot 10 and in the Master Conditions shall apply to this Subdivision Improvement Agreement for Lot 10 Phase 1. 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 Lot 10 Phase 1. 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 Lot 10 Phase 1.

**4. Sales and Use Taxes.** When consistent with applicable law, American Canyon, California shall be the designated situs for which purchases or use occurs for equipment, fixture components, and construction materials for purposes of calculating and reporting sales and/or use taxes.

**5. 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.

**6. 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.

**7. 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:

McGrath Properties American Canyon, LLC  
1001 42nd Street, Suite 200  
Oakland, CA 94608  
Attention: Terrence McGrath

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.

**8. 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 Subdivision Improvement Agreement shall be filed and heard in a court of competent jurisdiction in Napa County.

**9. 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.

**10. 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.

**11. 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.

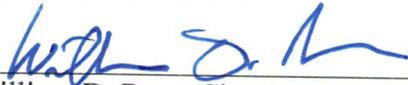
**IN WITNESS WHEREOF**, City and Developer have executed this Subdivision Improvement Agreement Development Agreement as of the date first hereinabove written, the Effective date.

**"City":**

CITY OF AMERICAN CANYON, a municipal corporation

By: \_\_\_\_\_  
Jason Holley, City Manager

APPROVED AS TO FORM:

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

**"Developer":** Tenants-In-Common:

MCGRATH PROPERTIES AMERICAN CANYON, LLC, a California Limited Liability Company

By: \_\_\_\_\_  
Name: Terrence McGrath  
Its: Manager

WILLIAM P. JAEGER III AND COLLEEN M. JAEGER, TRUSTEES OF THE JAEGER FAMILY LIVING TRUST

By: \_\_\_\_\_  
Name: Jeffrey L. Jaeger  
Through His: Power of Attorney

**[SIGNATURES CONTINUED ON NEXT PAGE]**

LEAH E. JAEGER, AN UNMARRIED WOMAN,

By: \_\_\_\_\_  
Name: Jeffrey L. Jaeger  
Through His: Power of Attorney

WILLIAM P. JAEGER IV AND LEANNE HOPE CULLEN JAEGER, HUSBAND  
AND WIFE

By: \_\_\_\_\_  
Name: Jeffrey L. Jaeger  
Through His: Power of Attorney

JOHN F. JAEGER AND JOANNE S. JAEGER, TRUSTEES OF THE JOHN F.  
AND JOANNE S. JAEGER REVOCABLE TRUST

By: \_\_\_\_\_  
Name: Jeffrey L. Jaeger  
Through His: Power of Attorney

CHRISTIAN M. JAEGER AND JOANNE S. JAEGER, TRUSTEES OF THE  
CHRISTIAN M. JAEGER IRREVOCABLE TRUST

By: \_\_\_\_\_  
Name: Jeffrey L. Jaeger  
Through His: Power of Attorney

JAMCANJJ, LLC, A DELAWARE LIMITED LIABILITY COMPANY

By: \_\_\_\_\_  
Name: Jeffrey L. Jaeger  
Through His: Power of Attorney

JEFFREY L. JAEGER AND KRISTEN S. JAEGER, TRUSTEES OF THE  
LOLLY RANCHER IRREVOCABLE TRUST OF 2019

By: \_\_\_\_\_  
Name: Jeffrey L. Jaeger  
Through His: Power of Attorney

**[SIGNATURES CONTINUED ON NEXT PAGE]**

LOLLY RANCHER, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

By: \_\_\_\_\_  
Name: Jeffrey L. Jaeger  
Through His: Power of Attorney

THOMAS NATHANIEL HEYDORFF AND ALEXANDRA JAEGER HEYDORFF,  
CO-TRUSTEES OF THE JAEGERDORFF FAMILY TRUST DATED DECEMBER 13,  
2021

By: \_\_\_\_\_  
Name: Jeffrey L. Jaeger  
Through His: Power of Attorney

MAXIMILIAN C. JAEGER AND REBECCA ROUTS, TRUSTEES OF THE JAEGER-  
ROUTS FAMILY TRUST

By: \_\_\_\_\_  
Name: Jeffrey L. Jaeger  
Through His: Power of Attorney

HARRISON S. BELL AND LIZETTE J. BELL, TRUSTEES OF THE BELL FAMILY  
TRUST

By: \_\_\_\_\_  
Name: Jeffrey L. Jaeger  
Through His: Power of Attorney

**SUBDIVISION IMPROVEMENT AGREEMENT  
REGARDING THE WATSON RANCH  
FINAL MAP FOR PHASE 2 OF LOT 10**

This “**Subdivision Improvement Agreement**” (also “**Agreement**” or “**SIA**”), dated this \_\_\_<sup>th</sup> day of February, 2022 (“**Effective Date**”), is entered into by and between the City of American Canyon, a California municipal corporation (“**City**”), and McGrath Properties American Canyon, LLC, a California limited liability company, William P. Jaeger III And Colleen M. Jaeger, Trustees of the Jaeger Family Living Trust, Leah E. Jaeger, an unmarried woman, William P. Jaeger IV And Leanne Hope Cullen Jaeger, husband and wife, John F. Jaeger and Joanne S. Jaeger, Trustees of the John F. And Joanne S. Jaeger Revocable Trust, Christian M. Jaeger and Joanne S. Jaeger, Trustees of the Christian M. Jaeger Irrevocable Trust, JamCan LLC, a Delaware Limited Liability Company, Jeffrey L. Jaeger and Kristen S. Jaeger, Trustees of the Lolly Rancher Irrevocable Trust Of 2019, Lolly Rancher, LLC, a California Limited Liability Company, Thomas Nathaniel Heydorff and Alexandra Jaeger Heydorff, Co-Trustees of the Jaegerdorff Family Trust dated December 13, 2021, Maximilian C. Jaeger and Rebecca Routs, Trustees of the Jaeger-Routs Family Trust, and Harrison S. Bell and Lizette J. Bell, Trustees of the Bell Family Trust, as tenants-in-common (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 “**Phase 2**” of that property set forth in the Vesting Tentative Subdivision Map for Watson Ranch Phase Lot 10 (PL21-0013; APN 059-430-015 and 059-430-016) (also referred to herein as “**VTM 10**” or “**Lot 10,**” and sometimes referred to herein as the “**Property**”) to ultimately subdivide Large Lot 10 (approximately) into 219 house lots and 6 parcels (through two phases), was approved as shown on VTM 10 prepared by Carlson, Barbee & Gibson, revised through August, 2021, consisting of multiple sheets, marked “**Exhibit C**” to the Resolution approving Watson Ranch Lot 10 VTM, and on file in the City Community Development Department. This SIA applies to the “**Phase 2**” Final Map for the Lot 10 Property. The Phase 2 portion of the Property is also referred to in this Subdivision Improvement Agreement as the “**Project.**” The Phase 2 Final Map is also referred to herein as the “**Final Map**” of “**Final Maps(s).**”

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.

E. 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 Lot 10 Master Conditions shall apply during this Subdivision Improvement Agreement for Lot 10 Phase 2. Only those Lot 10 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 Lot 10 Phase 2. 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 Lot 10 Phase 2.

<i>Specific Condition</i>	<i>Developer Obligations</i>	<i>Implementation</i>	<i>Status</i>
2.	The Master Conditions adopted for the AC-1 Portion of the Watson Ranch Specific Plan are attached hereto and incorporated herein by this reference as if set forth herein in full, and shall apply to the Project where relevant, i.e., where such Master Conditions set general principles applicable to all Parcels comprising the AC-1 portion of the Watson Ranch Specific Plan, and/or where such Master Conditions set specific requirements relating to Lot 10, which Lot 10 comprises the land within the Watson Ranch Lot 10 VTM. 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 Specific Conditions and Master Conditions set forth in this Subdivision Improvement Agreement for Lot 10 Phase 2.	Execution of SIA	Applicable
3.	Development of the subdivision and the individual lots comprising Watson Ranch Lot 10 VTM shall be subject to the Watson Ranch Lot 10 Residential Design Guidelines, on file in the Community Development Department.	Building Permit	Applicable

4.	Watson Ranch Lot 10 VTM shall have that life set forth in the Watson Ranch Specific Plan Development Agreement (Development Agreement).	Final Map	Applicable
5.	Applicant shall defend, indemnify, and hold harmless the City of American Canyon, its elected and appointed officials, employees, volunteers, and legal counsel, as set forth in the Development Agreement.	Final Map	Applicable
6.	Applicant shall be responsible for paying for charges related to the processing of Watson Ranch Lot 10 VTM as set forth in the Development Agreement.	Final Map	Applicable
7.	Street names within Watson Ranch Lot 10 VTM shall be subject to City review and approval prior to recordation of the Final Map.	Final Map	Applicable
8.	Compliance of the Project with City's Inclusionary Housing Requirements is as set forth in the Development Agreement.	Sale of Parcel 24	Completed/Satisfied
9.	Applicant shall make all public dedications shown on Watson Ranch Lot 10 VTM through the Final Map, and City shall accept those public dedications.	Recordation	Applicable
10.	Prior to the approval of the Final Map, the applicant shall provide a landscaping strip along the north side of Rio Del Mar to compliant with the Watson Ranch Specific Plan and reviewed and found satisfactory by the Community Development Director.	Final Map	Applicable
11.	Prior to the approval of the Final Map, the applicant shall provide a fence or wall along the north side of Rio Del Mar to be reviewed and found satisfactory by the Community Development Director.	Final Map	Applicable

**Public Works Conditions**

**GENERAL CONDITIONS OF APPROVAL**

<i>Specific Condition</i>	<i>Developer Obligations</i>	<i>Implementation</i>	<i>Status</i>
12.	Applicant's responsibility for fees and costs relating to Final Map check, Improvement Plans check, inspections, and all other related City acts shall be as set forth in the Development Agreement.	Relevant City Act	Applicable
13.	All improvements shall be designed in accordance with the City's American Canyon Municipal Code (ACMC), Engineering Standard Plans and Specifications for Public Improvements (City Standards), except as specifically noted otherwise in these Specific Conditions or the Development Agreement.	Relevant SIA, Building Permits, Certificates of Occupancy	Applicable
14.	All proposed new utilities to serve the Project, both on-site and along Project frontages, shall be placed underground. Exceptions may be allowed for surface mounted transformers, pedestal mounted terminal boxes, and meter cabinets.	SIA	Applicable
15.	Unless otherwise explicitly permitted by the Development Agreement, all existing wells, septic tanks and/or underground fuel storage tanks shall be abandoned under permit and inspection of Napa County Department of Environmental Services or other designated agency. If there are none, the Project engineer shall provide a letter describing the scope of the search done to make this determination.	Relevant Permit	Applicable
16.	A detailed Soils Investigation/Geotechnical Report shall be prepared and submitted for review. The report shall address, at a minimum, potential for liquefaction, R-values, expansive soils and seismic risk. The improvement plans shall incorporate all design and construction criteria recommended in the Geotechnical Report.	Improvement Plans Submittal	Applicable
17.	A Drainage Report prepared by a California Registered Civil Engineer shall be submitted for review with the initial submittal of the Improvement Plans. The Drainage Report shall include hydrologic and hydraulic calculations to support	Improvement Plans Submittal	Applicable

	the design and sizing of all public and private drainage facilities including storm drains, detention facilities, and weirs. The report shall include hydraulic grade line profiles for all proposed storm drains for the 10-year, 25-year and 100-year storm events.		
18.	A detailed Post-Construction Stormwater Control Plan (SWCP) that identifies and sizes all permanent post-construction stormwater treatment BMPs shall be prepared and submitted for review approval. The Plan shall be prepared in accordance with the latest edition of the <i>Bay Area Stormwater Management Agencies Association (BASMAA) Post-Construction Manual</i> and the requirements of the State Water Resources Control Board Phase II Municipal Separate Storm Water System (MS4) General Permit (Order 2013-0001 DWQ).	Improvement Plans Submittal	Applicable
19.	A Post Construction Stormwater Operations and Maintenance Plan that includes a plan sheet showing all storm drain and water quality infrastructure that is to be maintained, along with detailed instructions and schedules for the ongoing maintenance and operation of all post-construction stormwater BMPs shall be submitted for review and approval by the City Engineer. Once approved, the Applicant shall enter into an agreement (transferable to future Homeowner's Association) with the City that provides the terms, conditions, and security associated with the ongoing requirements of the Post Construction Stormwater Best Management Practices.	Improvement Plans Submittal	Applicable
20.	Final Map(s), as defined in the Subdivision Map Act, shall be prepared by a licensed surveyor or civil engineer. Final Map(s) shall show all lots, parcels, rights-of-way, and easement(s), and shall be submitted to the City Engineer for review. Final Map(s) shall be in substantial conformance with the approved Watson Ranch Lot 10 VTM and all applicable Conditions of Approval. Final Map(s) shall be approved by the City and recorded with the Napa County Recorder. Closure calculations shall be provided at the time of each initial Final Map submittal. All calculated points within the Final Map(s) shall be based upon one common set of coordinates. All information shown on the Final Map(s) 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(s) and shall be verifiable from information shown on the closure calculation printout. A current title report shall be submitted at the time of each initial Final Map submittal.	Final Map Approval and Recordation	Applicable
21.	Where relevant, Applicant shall secure all necessary rights-of-way and public and private easements for both onsite and offsite Public Improvements, pursuant to the Development Agreement. Public rights-of-way and easements shall be dedicated to the City on the Final Map or granted by separate instrument, all pursuant to the Development Agreement. If granted by separate instrument, Applicant shall prepare all necessary legal descriptions and deeds.	Final Map Dedication and Recordation	Applicable
22.	To the extent any offsite Public Improvements require the acquisition of property not currently owned by Applicant or the City, the Development Agreement shall apply, and if the Development Agreement does not address the issue, the California Subdivision Map Act shall apply.	Final Map Submitted	Applicable
23.	Applicant shall transmit by certified mail a copy of Watson Ranch Lot 10 VTM 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
24.	Applicant shall submit all site Improvement Plans, prepared by a registered Civil Engineer, for review and approval of the City. Please be aware that this is separate submittal from the building permit application. The final plan set shall include all civil, landscape and joint trench drawings under a single cover sheet. Applicant shall submit a Rough Grading Plan for all phases for review and approval of the City. Rough Grading Plan approval and site grading may	Improvement Plans Submittal	Applicable

	commence prior to Improvement Plan and Final Map approval. An Encroachment Permit shall be required for any work within City right of way, unless explicitly not required by the City.		
25.	All Public Improvements, including without limitation street, water mains, sewer mains, recycled water facilities, and storm drains shall be clearly labeled as "Public" on the Improvement Plans, along with clear demarcation points where they become Public. Likewise, all Private Improvements, including without limitation, retention basins, shall be clearly labeled as "Private " on the Improvement Plans, along with clear demarcation points.	Improvement Plans Submittal	Applicable
26.	Cathodic protection shall be provided for all water valves, fittings, hydrants, meters, backflow devices and other metal appurtenances, regardless of the findings of any soils corrosivity analysis. Cathodic protection details shall be included in the Improvement Plans.	During Construction	Applicable
27.	All public water service laterals or services (domestic, recycled and fire water) shall include approved backflow prevention devices.	During Construction	Applicable
28.	Applicant shall keep adjoining public streets free and clean of Project dirt, mud, materials, and debris during the construction period, as is found necessary by the City Engineer.	During Construction	Applicable
29.	If any hazardous material is encountered during any construction, all construction work shall immediately stop, and the Fire Department, Napa County Department of Environmental Services, or other designated agency, and the City Inspector, shall be notified immediately. Construction work shall not recommence until clearance has been issued by appropriate agencies.	During Construction	Applicable
30.	Prior to final preparation of the subgrade and placement of base materials, all underground utilities shall be installed, and service connections stubbed out behind the sidewalk. All public utilities, cable TV, sanitary sewers, and water lines, shall be installed in a manner that, where possible, will not result in disturbing the street pavement, curbs, gutters, and sidewalks when future service connections or extensions are made.	During Construction	Applicable
31.	Where soil or geologic conditions encountered in grading operations are different from that anticipated in the soil and/or geologic investigation report, or where such conditions warrant changes to the recommendations contained in the original soil investigation, a revised soil or geologic report shall be submitted for approval by the City Engineer. Additionally, if field conditions warrant installation of any subdrains, the location, size and construction details shall be provided to the City for review and approval prior to construction.	During Construction	Applicable
32.	All new fire hydrants shall be covered with burlap coverings until the hydrants have been tested and found to be in conformance with City flow requirements. No storage of combustible materials or construction of building(s) shall be permitted on-site until all hydrants meet City flow requirements, or until alternative fire protection measures are in place, as determined by the City.	Pre- and during construction	Applicable
33.	Prior to placing the final lift of asphalt, all public storm drains and sanitary sewer lines shall be video inspected at Applicant's expense. All video tapes shall be submitted to the City. If any inadequacies are found by City, such inadequacies shall be repaired prior to the placement of the final lift of asphalt.	Prior to placing the final lift of asphalt	Applicable
34.	All streets, curbs, gutters, sidewalks, or other public facilities damaged in the course of construction associated with the Project shall be the responsibility of Applicant and shall be repaired to the satisfaction of the City, at Applicant's expense.	During and post Construction	Applicable
35.	After all of the new underground utilities within public streets have been installed, where necessary, the affected areas shall be milled and repaved to	SIA	Applicable

	present a neat, finished pavement area. Multiple trench patches are not acceptable.		
36.	All construction stormwater pollution prevention best management practices (BMP's) shall be installed as the first order of work and in accordance with the <i>State Water Resources Control Board's General Construction Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order 2009-0009-DWQ)</i> and Applicant's Storm Water Pollution Prevention Plan (SWPPP). All stormwater BMP's shall be maintained to the satisfaction of the Qualified SWPPP Developer (QSD), Qualified SWPPP Practitioner (QSP), and the City Engineer.	Pre-Construction	Applicable
37.	Construction and grading activities on the site shall be limited to the hours between 7:00 a.m. and 6:00 p.m., Monday through Friday, and 9:00 a.m. and 5:00 p.m. on Saturday. Work on Sunday and holidays shall require approval from the City Engineer. If Sunday and/or holiday work is approved, construction and grading activities on the site shall be limited to the hours between 10:00 a.m. and 6:00 p.m. on Sundays and State and Federal holidays.	Any Construction and Grading Activity	Applicable
38.	In accordance with the Development Agreement, City shall execute any and all Will-Serve Letter(s) and Water Supply Report(s) that will quantify the new potable water demand for the proposed development and will identify the necessary mitigation for the development's demands with "wet-water" offsets with one or more of the options set forth in the Development Agreement.	Relevant Permit	Applicable
39.	All Public Improvement landscaping shall be designed to use recycled water for irrigation. Recycled water landscaping shall be designed to comply with California Code of Regulations Title 22 and shall include design details to prevent runoff of recycled water. The irrigation system shall include an ET/SMART controller.	Improvement Plans Submittal	Applicable
40.	With the exception of water used for loading and testing of potable water lines, all construction water used for the project shall be obtained from a source other than American Canyon potable water sources. The Applicant shall provide verification that an outside source of construction water, e.g., recycled water, has been established and will be available for the duration of the project construction.	During Construction	Applicable

### **SPECIAL CONDITIONS OF APPROVAL**

<i>Specific Condition</i>	<i>Developer Obligation</i>	<i>Implementation</i>	<i>Status</i>
41.	Applicant shall submit Improvement Plans prepared by a registered Civil Engineer (Engineer of Record) in substantial conformance with Watson Ranch Lot 10 VTM (Sheets TM-1 through TM-8), prepared by CBG Civil Engineers dated July 19, 2021, except as modified by these conditions. This shall be a single set of improvement plans for all of the improvements in all phases.	Improvement Plans Submittal	Applicable
42.	All on-site (defined as within the boundaries of Watson Ranch Lot 10 VTM) and off-site (defined as outside the boundaries of Watson Ranch Lot 10 VTM) Public Improvements constructed by Developer shall be dedicated to, and accepted, operated, and maintained by, City.	Final Map Recommendation; Relevant Acceptance	Applicable
43.	Applicant shall construct all of the on-site and off-site Public Improvements as shown on Watson Ranch Lot 10 VTM); although, construction may be phased to correspond with the boundaries of each Final	Relevant Approval	Applicable

	Map. Loop Road and Rio Del Mar improvements, including the improvements fronting Watson Ranch Lot 10 VTM, will be constructed by Master Developer.		
44.	Applicant shall construct all of the on-site and off-site Private Improvements as shown on Watson Ranch Lot 10 VTM.	Relevant Approval	Applicable
45.	Applicant shall construct all of the on-site and off-site Public Improvements as shown on Watson Ranch Lot 10 VTM except as modified below: a. The 4" beveled curb and gutter shown on Sections A-A, B-B and E-E in Sheet TM-2.1 does not meet City Standards and is not acceptable. Improvement Plans shall show 6" curb and gutter conforming to City Standard 3.06 and 3.07. b. It is acceptable not to show driveway locations in the interim, but it would need to be detailed in the Improvement Plans conforming to City Standards or custom designed to fit within constraints. CBG shall coordinate with the City on the final configuration of the driveway. c. Redesign the east curb ramps along Street F in the intersections of Court G and Court H to eliminate sidewalk taper. d. Cul-de-sacs at end of Courts A, D, E and F shall conform to City Standard 3.03. Otherwise, provide a letter from Recology that non-standard cul-de-sac is acceptable in terms of collection truck movement. Additionally, the Design and Construction Request shall be approved by the Public Works Director. e. The proposed domestic water main in Court C shall be extended south through Parcel B and tied into the water main in Rio Del Mar. f. The EVAs shall be paved with an asphalt concrete surface or with an alternative pavement surface as approved by the City Engineer.	Relevant Approval	Applicable
46.	Prior to the submittal of any Improvement Plans, Applicant shall: a. Submit the City's "Improvement Plan Checklist" to City. b. Be responsible for Improvement Plan check services, as set forth in the Development Agreement. c. Provide the following: (1) Public Street Repair Plan (2) Utility Plan and Joint Trench Plan (3) Construction Storm Water Pollution Prevention Plan (SWPPP) (4) Drainage Report (5) Post-Construction Stormwater Runoff Management Plan (SRMP) (6) Geotechnical Report (7) Soil Corrosivity Analysis (8) Construction Traffic Control Plan.	Prior to the submittal of any Improvement Plans	Applicable
47.	Prior to approval of the Improvement Plans, the Applicant shall: a. Provide written acknowledgment by the Geotechnical Engineer of Record that the Plans incorporate all design and construction criteria specified in the Geotechnical Report. b. Furnish proof of the acquisition of all rights of entry and/or temporary and permanent easements necessary to construct the project and the location of all such rights on the Plans. c. Fill out and submit the City's Erosion and Sediment Control Template. d. Furnish proof that all permits that may be required by the California Department of Fish & Wildlife, State and Regional Water Quality Control Board, US Army Corps of Engineers and any other regulatory agencies with jurisdiction over the proposed construction have been obtained.	Prior to approval of Improvement Plans	Applicable

	<p>e. Submit a copy of the Notice of Intent and WDID# for coverage under the State Water Resources Control Board' General Construction Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order 2009-0009-DWQ).</p>		
48.	<p>Unless otherwise specified in the Development Agreement, prior to commencement of construction activities, Applicant shall:</p> <ul style="list-style-type: none"> <li>a. Pay off all current account balances with the City of American Canyon.</li> <li>b. Pay any inspection fees pursuant to the Development Agreement.</li> <li>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"> <li>(1) Six (6) full-size bond copies of the approved Improvement Plans for the City's use.</li> <li>(2) One (1) job-site copy of the latest edition of the City Standards for the Contractor use.</li> <li>(3) One (1) job-site copy of the SWPPP for use by the LRP, QSP, QSD, and Contractor.</li> </ul> </li> </ul>	Prior to Commencement of Construction	Applicable
49.	<p>The Watson Ranch Lot 10 VTM states that multiple Final Map(s) may be filed and shows a preliminary phasing between Phase 2 and Phase 2 Final Map(s). Prior to recordation of each Final Map, the Applicant shall:</p> <ul style="list-style-type: none"> <li>a. Construct all of the Public and Private Improvements within that Final Map phase to the satisfaction of the City. Alternatively, the Applicant may enter into this Subdivision Improvement Agreement with the City agreeing to complete all of the Public and Private Improvements within that Final Map phase prior to Occupancy of the first unit on that Final Map. Such an Agreement will require the Applicant to provide bonds, proof of workers compensation insurance, and general liability insurance in the forms and amounts set forth in this SIA.</li> <li>b. Generally, in substantial conformance with that which is shown on the approved Watson Ranch Lot 10 VTM, convey all easements and dedications, public and private, for the construction, use and/or maintenance of roads or other access, drainage facilities, utilities and post-construction storm water management facilities on within each Final Map on said Final Map or by separate instruments. All dedications to the City shall be irrevocable offers of dedication. Specific public offers of dedication include: <ul style="list-style-type: none"> <li>i. Streets A through F and Courts A through I for public road and utility purposes.</li> <li>ii. Approximately 0.83 acres of additional right-of-way for public road and utility purposes for the realigned Rio Del Mar.</li> <li>iii. Parcels B through F in fee for emergency vehicle access and public access.</li> <li>iv. Public utility easements (PUEs) as shown on the Watson Ranch Lot 10 VTM.</li> </ul> </li> <li>c. Vacate the existing 20-foot-wide public access easement along the north line of the Watson Ranch Lot 10 VTM.</li> <li>d. Dedicate by separate instrument for public road and utility purposes that portion of Street A lying within Watson Ranch Lot 8.</li> <li>e. Furnish proof of the payment of the mapping service fee as required by Napa County Board of Supervisors Resolution No. 92-119.</li> </ul>		Applicable

50.	<p>Prior to release of Project Bonds, Applicant shall:</p> <ul style="list-style-type: none"> <li>a. Submit an inspector's punch list indicating that all of the improvements are constructed to the satisfaction of the City Engineer.</li> <li>b. Restore all adjacent off-site road surfaces to pre-Project conditions.</li> <li>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.</li> <li>d. Submit testing certification all backflow devices installed.</li> <li>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.</li> <li>f. Provide proof that all relevant Conditions of Approval have been satisfied.</li> <li>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.</li> <li>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.</li> <li>i. Execute Post-Construction Stormwater Operations and Maintenance Agreement with the City.</li> <li>j. Enter into a Recycled Water User's Agreement with the City.</li> </ul>	Prior to release of project Bond's.	Applicable
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**GENERAL - FIRE**

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

**ACCESS - FIRE DEPARTMENT**

<i>Specific Condition</i>	<i>Developer Obligation</i>	<i>Implementation</i>	<i>Status</i>
53.	Fire Apparatus Access Roads shall be designed in accordance with provisions set forth in the California Fire Code Chapter 5 and Appendix D as amended by the American Canyon Fire Protection District and the applicable Public Works Standard.	Pre-Construction	Applicable
54.	Fire apparatus access shall be provided to within 150 feet of the most remote portions of all buildings from an approved exterior route. The final design of	Pre-Construction	Applicable

	fire department access components shall be reviewed and approved by the Fire Chief prior to installation.		
55.	Fire apparatus access roads shall have an unobstructed minimum width of 20 feet (curb to curb) and a minimum unobstructed vertical clearance of 13' 6". They shall have an all-weather paved surface capable of supporting a GVW of 71,000 pounds.	Pre-Construction	Applicable
56.	Access roads shall be completed with all-weather surfaces prior to the stockpiling of combustible materials or beginning combustible construction.	Pre-Construction	Applicable
57.	When required by the chief, fire apparatus access roads shall be designated as Fire Lanes and appropriate signs and/or markings installed in accordance with the California Vehicle Code and approved City standards.	Pre-Construction	Applicable

**PROTECTION - FIRE**

<i>Specific Condition</i>	<i>Developer Obligation</i>	<i>Implementation</i>	<i>Status</i>
58.	Fire Protection systems shall be installed in accordance with provisions set forth in the California Fire Code as amended by the American Canyon Fire Protection District and the applicable National Fire Protection Association Standard.	Relevant Permit	Applicable
59.	Plans and calculations for all fire protection systems and features shall be submitted and approved prior to the issuance of a building permit.	Building Permit	Applicable
60.	An approved water supply capable of supplying the required fire flow for fire protection systems shall be provided to all premises upon which facilities or buildings are hereby constructed or moved into or within the City. Required fire flow and hydrant distribution shall be in accordance with Appendix B and C of the California Fire Code.	Relevant Permit	Applicable
61.	All required inspection testing and maintenance of the water delivery system including hydrants and valves shall meet the standards adopted by the California State Fire Marshal and the American Canyon Fire Protection District including but not limited to the most current adopted editions of the California Code of Regulations Title 24, Part 9 (California Fire Code) and adopted NFPA Standards.	SIA	Applicable

**CONSTRUCTION - FIRE**

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

**2. Master Conditions.** All relevant Master Conditions shall apply during this Subdivision Improvement Agreement for Lot 10 Phase 2, 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.	The Project’s “Large Lot Vesting Tentative Map” was approved and later recorded as the “Large Lot Final Map,” producing twenty-four (24) lots/parcels (“Large Lot Parcels”). Each of those Large Lot Parcels will be further subdivided over time creating additional lots/parcels. These Master Conditions apply to the Project, the large Lot Parcels, and all such subsequent subdivision map approvals. The idea behind these Master Conditions is to establish a consistent set of “rules” (Conditions of Approval) that can be used throughout the implementation of the Project, thereby ensuring certainty and efficiency.	Relevant Subsequent Approvals	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit
3.	These Master Conditions also express certain requirements from the Watson Ranch Specific Plan.	Relevant Subsequent Approvals	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit
4.	These Master Conditions also contain the relevant Mitigation Measures relating to the Project, including without limitation, the EIR’s Mitigation Monitoring and Reporting Program, as clarified, updated and refined by these Master Conditions to reflect implementation progress.	Relevant Subsequent Approvals	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit
5.	These Master Conditions also contain requirements from the City’s standard Subdivision Improvement Agreement (“SIA”) in order to streamline the future SIA process. Subsequent subdividing of the Project will involve SIAs, which SIAs will employ these Master Conditions.	SIA	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit
6.	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,	Relevant Subsequent Approvals	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit

	<p>which Master Conditions shall be subject to, and controlled by, the Development Agreement. If a conflict arises between these Master Conditions, and/or any Specific Conditions and the express and/or implied provisions of the Development Agreement, as amended over time, the Development Agreement shall control.</p> <p>Where possible, these Master Conditions describe the “Mechanism” for satisfying the Master Condition (for example, subdivision map approval, adopted Design Guidelines, etc.), the “Implementation” timing of the Master Condition (for example, Building Permit issuance), and the “Status” of such Master Condition performance (whether the requirement is still “Applicable, whether it has been “Completed,” etc.). Additionally, through subsequent “mapping” of a particular Large Lot Parcel pursuant to the Subdivision Map Act, listed Master Conditions applicable to that Parcel may be further organized into relevant Phases (phased final maps) of that Parcel, if applicable.</p> <p>As used in these Master Conditions, a reference to “All” or “All Parcels” shall mean that the Master Condition is setting a general rule that applies to the development of any and all Large Lot Parcels. When these Master Conditions provide that the Master Condition in question shall apply to “Applicable Parcels,” that means that each Parcel over which the Master Backbone Infrastructure (MBI) in question lies and/or abuts (and therefore the Parcel is responsible for the “Parcel’s MBI Portion”) is one of the “Applicable Parcels.”</p>		
<p>7.</p>	<p>As used in these Master Conditions, the following definitions shall apply. “SIA” shall mean the relevant/applicable “Subdivision Improvement Agreement.” “Major Backbone Infrastructure” work or “MBI” shall have that meaning provided by the Development Agreement. “Public Improvements” work shall mean infrastructure improvements to be constructed by Developer, and then dedicated to, accepted by, and operated and maintained by, City. “Private Improvements” shall mean infrastructure improvements that shall be constructed by Developer and not be dedicated to, accepted by, and operated and maintained by, City. “Improvement Plans” shall mean those improvement plans and specifications relating to MBI, Public Improvements, and/or Private Improvements. Developer shall obtain City approval of all Improvement Plans for the relevant MBI, Public Improvements, and/or Private Improvements work. All work on the relevant MBI, Public Improvements, and/or Private Improvements shall be performed by Developer at the places, at the grades, with the materials, and in the manner as shown on the City-approved Improvement Plans. Additionally, the phrase: “Pre-Final Map, Final Map Recordation, Grading Permit, Construction Permit, Building Permit, Occupancy Permit” shall mean that the timing of performance of the particular Master Condition will be satisfied at one of those performance events, as will be determined by the Subsequent Approval.</p>	<p>Relevant Subsequent Approvals</p>	<p>Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit</p>
<p>8.</p>	<p>Unless otherwise set forth in these Master Conditions, or unless otherwise agreed to by City and Developer, each Parcel shall be responsible for the entirety of the design and construction of the “Master Backbone Infrastructure” (also “MBI”) of the Public Improvement for the geographic distance of the Parcel’s entire frontage on such MBI, and/or the entire geographic distance that such MBI traverses such Parcel (“Parcel’s MBI Portion”). For example, if the MBI in question is Rio Del Mar, then the Parcel in question shall be responsible for the design and construction of all of that portion of Rio Del Mar that traverses and/or abuts such Parcel, i.e., the “Parcel’s MBI Portion.” Such Parcel MBI Portion design and construction shall be to the “ultimate design” of the MBI in question, including without limitation, ultimate width, depth, curb, gutter, sidewalk, street lighting, landscaping, etc. City, Developer, and the owner/builder of the relevant Parcel (if different than Developer) may by mutual agreement refine the requirements of this Master Condition. Therefore, if the Master Conditions provide that the Master Condition in question shall apply to “Applicable Parcels,” that means that each Parcel over which the MBI in question lies and/or abuts (and therefore the</p>	<p>Applicable Parcels Parcel’s MBI Portion Reimburse</p>	<p>Pre-Final Map, final map recordation, Grading Permit, Construction Permit, Building Permit, Occupancy Permit</p>

	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.		
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 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.	Relevant Parcels  Parcel’s MBI Portion  Reimburse	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit
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 Lot 10 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	SIA	Applicable

	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.		
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 relevant SIA, whether such public property be owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or by any public or private corporation, partnership or association, or by any person whomsoever, or by any combination of such owners. Such replacement and/or repair cost shall not exceed the cost of such property damage or destruction suffered.	SIA	Applicable
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 prior to the issuance of a building permit (and/or "construction permit") for the MBI, Public Improvements, and/or Private Improvements work:  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, as security for the faithful performance of all the	Prior to the issuance of a building permit (and/or "construction permit") for the MBI,	Applicable

	<p>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. [\$3,355,307]</p> <p>b) A surety bond or bonds in the amount equal to 50% of the estimated cost of the relevant MBI, Public Improvements, and/or Private Improvements work, as security to guarantee payment in full of all persons who perform labor upon or furnish materials to be used in construction of the relevant MBI, Public Improvements, and/or Private Improvements work. Such surety bond shall remain in effect at a minimum of thirty-five (35) days beyond the date of Notice of Completion of the relevant MBI, Public Improvements, and/or Private Improvements work. [\$1,677,654]</p> <p>c) A surety bond in the amount of 10% of the estimated cost of the relevant MBI, Public Improvements, and/or Private Improvements work as security for the warrantee of all the provisions of the relevant SIA, including without limitation the repair and reconstruction of defective work provisions of such Agreement. Such surety bond shall remain in effect at a minimum of thirty-five (35) days beyond the date of Notice of Completion of the relevant MBI, Public Improvements, and/or Private Improvements work. [\$335,531]</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>	<p>Public Improvements, and/or Private Improvements work</p>	
<p>54.</p>	<p>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.</p>	<p>SIA</p>	<p>Applicable</p>
<p>55.</p>	<p>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</p>	<p>SIA</p>	<p>Applicable</p>

	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.		
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 SIA until Developer shall have obtained all insurance required under this SIA 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 SIA shall be a breach of this SIA. Developer agrees that if the aforesaid insurance is not kept in full force and effect, City may terminate this SIA 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.	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	SIA	Applicable

	<p>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> <p>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;</p> <p>b) <u>Property Damage Insurance</u>. In an amount of not less than \$1,000,000 for damage to the property of each person on account of any one occurrence;</p> <p>c) <u>Comprehensive Automobile Liability</u>. Bodily injury liability coverage of \$1,000,000 for each person in any one accident and \$1,000,000 for injuries sustained by two or more persons in any one accident. Property damage liability of \$1,000,000 for each accident.</p> <p>d) <u>Worker's Compensation Insurance</u>. In the amounts required by law.</p>		
63.	<p>City shall not, nor shall any officer, agent or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring in the work specified in this Agreement prior to the completion, approval and/ or acceptance of the same; nor shall the City, nor any of its elected and appointed officials, officers, directors, attorneys, agents (including outside consultants), and employees and each of them, thereof, be liable for any persons or property injured by reason of said work or by reason of the acts or omissions of the Developer, its officers, agents or employees, in the performance of said work. Prior to the completion, approval, or acceptance of the work, the Developer agrees to indemnify, defend and save harmless the City, its elected and appointed officials, officers, directors, attorneys, agents (including outside consultants), and employees and each of them, from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from the Developer's operations or its services hereunder, including any workers' compensation suits, liability, or expense, arising from or connected with services by any person pursuant to this Agreement, whether arising from activities of Developer or any of Developer's contractors, subcontractors or by persons directly or indirectly employed by or acting as agent for Developer or arising out of the use of any patent or patented article in the construction of said work. Developer agrees to, and shall upon request, promptly and fully defend City and its elected and appointed officials, officers, directors, attorneys, agents (including outside consultants), and employees and each of them,, from any suits or actions at law or equity for damages caused, or alleged to have been caused, by reason of the activities hereinabove identified as being the responsibility of Developer.</p>	SIA	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, and/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 and compaction, concrete testing, and asphalt testing and compaction. Such reports shall be made available to City upon City's request.	SIA	Applicable
81.	Developer shall retain and pay the cost of the Engineer of Record to certify the Private Improvements are constructed to their satisfaction and at the places, at the grades, with the materials and in the manner shown upon the plans and specifications therefor approved by the City's Engineer.	SIA	Applicable

**3. Mitigation Measures.** All relevant and applicable Mitigation Measures set forth in the Specific Conditions for Lot 10 and in the Master Conditions shall apply to this Subdivision Improvement Agreement for Lot 10 Phase 2. 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 Lot 10 Phase 2. 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 Lot 10 Phase 2.

**4. Sales and Use Taxes.** When consistent with applicable law, American Canyon, California shall be the designated situs for which purchases or use occurs for equipment, fixture components, and construction materials for purposes of calculating and reporting sales and/or use taxes.

**5. 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.

**6. 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.

**7. 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:

McGrath Properties American Canyon, LLC  
1001 42nd Street, Suite 200  
Oakland, CA 94608  
Attention: Terrence McGrath

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.

**8. 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 Subdivision Improvement Agreement shall be filed and heard in a court of competent jurisdiction in Napa County.

**9. 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.

**10. 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.

**11. 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

APPROVED AS TO FORM:

By:   
William D. Ross, City Attorney

**"Developer":** Tenants-In-Common:

MCGRATH PROPERTIES AMERICAN CANYON, LLC, a California Limited Liability Company

By: \_\_\_\_\_  
Name: Terrence McGrath  
Its: Manager

WILLIAM P. JAEGER III AND COLLEEN M. JAEGER, TRUSTEES OF THE JAEGER FAMILY LIVING TRUST

By: \_\_\_\_\_  
Name: Jeffrey L. Jaeger  
Through His: Power of Attorney

**[SIGNATURES CONTINUED ON NEXT PAGE]**

LEAH E. JAEGER, AN UNMARRIED WOMAN,

By: \_\_\_\_\_  
Name: Jeffrey L. Jaeger  
Through His: Power of Attorney

WILLIAM P. JAEGER IV AND LEANNE HOPE CULLEN JAEGER, HUSBAND  
AND WIFE

By: \_\_\_\_\_  
Name: Jeffrey L. Jaeger  
Through His: Power of Attorney

JOHN F. JAEGER AND JOANNE S. JAEGER, TRUSTEES OF THE JOHN F.  
AND JOANNE S. JAEGER REVOCABLE TRUST

By: \_\_\_\_\_  
Name: Jeffrey L. Jaeger  
Through His: Power of Attorney

CHRISTIAN M. JAEGER AND JOANNE S. JAEGER, TRUSTEES OF THE  
CHRISTIAN M. JAEGER IRREVOCABLE TRUST

By: \_\_\_\_\_  
Name: Jeffrey L. Jaeger  
Through His: Power of Attorney

JAMCANJJ, LLC, A DELAWARE LIMITED LIABILITY COMPANY

By: \_\_\_\_\_  
Name: Jeffrey L. Jaeger  
Through His: Power of Attorney

**[SIGNATURES CONTINUED ON NEXT PAGE]**

JEFFREY L. JAEGER AND KRISTEN S. JAEGER, TRUSTEES OF THE  
LOLLY RANCHER IRREVOCABLE TRUST OF 2019

By: \_\_\_\_\_  
Name: Jeffrey L. Jaeger  
Through His: Power of Attorney

LOLLY RANCHER, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

By: \_\_\_\_\_  
Name: Jeffrey L. Jaeger  
Through His: Power of Attorney

THOMAS NATHANIEL HEYDORFF AND ALEXANDRA JAEGER HEYDORFF,  
CO-TRUSTEES OF THE JAEGERDORFF FAMILY TRUST DATED DECEMBER 13,  
2021

By: \_\_\_\_\_  
Name: Jeffrey L. Jaeger  
Through His: Power of Attorney

MAXIMILIAN C. JAEGER AND REBECCA ROUTS, TRUSTEES OF THE JAEGER-  
ROUTS FAMILY TRUST

By: \_\_\_\_\_  
Name: Jeffrey L. Jaeger  
Through His: Power of Attorney

HARRISON S. BELL AND LIZETTE J. BELL, TRUSTEES OF THE BELL FAMILY  
TRUST

By: \_\_\_\_\_  
Name: Jeffrey L. Jaeger  
Through His: Power of Attorney



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## **TITLE**

2021 Calendar Year Housing Element Progress Report

## **RECOMMENDATION**

Receive and file annual 2021 Calendar Year Housing Element Progress Report

## **CONTACT**

William He, AICP, Associate Planner

## **BACKGROUND & ANALYSIS**

On March 17, 2015, the City Council approved the most recent Housing Element. This Housing Element provides housing policy for the years 2015 – 2023. State law requires an Annual Housing Element Progress Report (APR) to highlight work that has been accomplished on the General Plan Housing Element. Each jurisdiction's APR must be submitted to California Housing and Community Development Department (HCD) and the Governor's Office of Planning and Research (OPR) by April 1 each year (covering the previous calendar year). The 2021 Annual Housing Element Progress Report is attached as Attachment 1.

AB 879 and SB 35 of the 2017 State-wide Housing legislation package added new data requirements for the Housing Element Annual Progress Reports (APRs) to encourage housing development and increase transparent reporting. The HCD mandated a few changes that started with the 2018 report. Current requirements include tracking housing units in all its approval stages:

- entitlement,
- building permit issuance, and
- certificate of occupancy.

The report also requires an accounting of affordable housing funds pursuant to Senate Bill 35. Tracking progress can be seen in Table #A2 of the report. In 2021, there were no projects that were conducted through SB35.

### *Discussion*

To address housing needs in California, State law requires each jurisdiction adopt a Housing Element as a chapter of its General Plan. The Housing Element includes the City's housing strategy to plan for existing and projected housing demand. Key to this strategy is the Housing Element identifies

adequate sites to accommodate the City’s share of regional housing needs. The Housing Element also includes an evaluation that helps remove local policies, regulations, and requirements that may constrain housing development for all income levels.

The City’s Regional Housing Needs Allocation (RHNA) is assigned by the Association of Bay Area Governments (ABAG). This allocation is intended to accommodate American Canyon’s “fair share” of the regional housing demand in the Bay Area. Our RHNA allocation for the period between 2015 – 2023 is 392 dwelling units allocated among these income groups:

- 116 very low-income dwelling units;
- 54 low income dwelling units;
- 58 moderate income dwelling units; and
- 164 above moderate dwelling units.

The RHNA allocation does not require the City to build these homes. It requires the City to identify land with residential zoning that can accommodate a variety of housing densities to achieve the RHNA allocation. The City is also required to adopt policies that facilitate housing for all incomes and special needs groups.

Housing Element law requires that cities provide an Annual Housing Element report on progress toward meeting the RHNA allocation and Housing Element policy implementation. After review by the Planning Commission and City Council, the attached report will be submitted to the California Housing and Community Development Department (HCD) and the Governor’s Office of Planning and Research as required by Title 25 of the California Code of Regulations.

It is worth noting that before the 2018 Annual Report, the RHNA allocation period was from 2014 – 2021. Since 2018, the realigned period changed to 2015 – 2023, which corresponds to the City’s Housing Element that was adopted in March 2015. There were no credits lost as the City did not issue any housing units in 2014.

#### *City RHNA Status*

The annual Housing Element Progress Report forms provided by HCD must be used to report building permits issued. In 2021, the City issued construction permits for 192 units, which consisted of multifamily apartment units and accessory dwelling units (ADUs). For ADUs, the applicants identified the proposed monthly rent will be within the low-income parameters. The Building Division also received applications for single-family homes within the Watson Ranch Specific Plan area, which are in review and scheduled for issuance in 2022.

As shown on Table 1 below, the RHNA is disaggregated into income category groups. The City achieved 98% (385 of 392) of the RHNA requirement in 2020, and 100% (578 of 392) in 2021. The City has 20 above-moderate income units to complete within this Housing Element cycle, but is on schedule to complete them in 2022 with the Watson Ranch subdivisions.

**Table 1  
2015-2023 RHNA Allocation Status**

<b>Income Level</b>	<b>Area Median Income in Napa County (AMI)</b>	<b>2015-2023 RHNA Dwelling Units</b>	<b>Dwelling Units added 2015-2020</b>	<b>2021 Dwelling Units Issued</b>	<b>Remaining RHNA Units</b>
Very-Low Income	(0-50% of AMI)	116	58	124	Completed
Low Income	(51-80% of AMI)	54	43	66	Completed
Moderate Income	(81-120% of AMI)	58	141	2	Completed
Above Moderate	(over 120% of AMI)	164	143	1	20
<b>Totals</b>		<b>392</b>	<b>385</b>	<b>193</b>	<b>20</b>

Currently, the City has six large housing projects under review:

Watson Ranch Lots 14 and 15: The project consists of 98 single-family homes on 11.97 acres north of Vintage Ranch. The Planning Commission and City Council approved the Tentative Subdivision Map and Design Permit at the end of 2020. The applicant anticipates beginning grading and construction this spring of 2022.

Watson Ranch Lot 10: The project consists of 219 single-family homes on 21.17 acres north of Vintage Ranch. The Planning Commission and City Council approved the Subdivision Map and Design Permit in September 2021. The applicant anticipates grading and construction in spring 2022.

Lemos Pointe Apartments: This project consists of 186 apartments affordable to lower income residents. Located at the northwest corner of future Rio Del Mar East and Marcus Road in Watson Ranch, the Design Permit application was approved by the Planning Commission in May 2021. The applicant had their building permits issued in November of 2021 and anticipates construction to begin early 2022.

Napa Cove Apartments: This project consists of 66 apartments affordable to lower income residents. Located north of the Melvin Tennis Courts and the Mosquito Abatement facility, the Design Permit was approved by the Planning Commission in December 2021. The applicant submitted their construction permits for review in January 2022, and anticipates to start construction this Spring.

Canyon Estates: This project consists of 35 single-family custom homes east of Vintage Ranch. The site grading activities began in March 2021, and the building pad and road grading is complete. The applicant is installing underground utilities and anticipates submitting building permit applications this year.

Oat Hill Multifamily: This project consists of 291 apartment units on approximately 20 acres of Oat Hill. The project requires approval of a General Plan Amendment, Zone Change, Tentative Subdivision Map, Lot Line Adjustment and Design Permit. Although the applicant intends to rent the dwelling units initially, the subdivision map will allow the units to be sold as condominiums in the future. The Planning Commission and City Council approved the project in September 2021.

Accessory Dwelling Units in 2021: The City received a steady stream of ADU activity in 2021. The City received 4 new ADU applications and issued 6 ADU permits. Two ADU projects were finalized this year. The City expects to see a similar amount of ADUs in 2022.

### *Housing Element Policy Implementation*

Table D of the Progress report lists Housing Element policies and explains the status of City implementation of each policy during 2021. This year's standouts include:

#### **Program 1.2.4: Incentives for Second Units (Accessory Dwelling Units)**

The City partnered with the Napa-Sonoma Accessory Dwelling Unit (ADU) coalition to develop ADU outreach materials and fee estimating software in March 2019. In August 2020, the City revised the ADU ordinance to comply with new State laws. In October 2021, the ADU coalition prepared standard ADU plans that will be implemented in 2022.

#### **Program 1.2.10: Affordable Housing Fund**

The City received \$8,521.61 in Affordable Housing Nexus fees in 2021. These fees were generated from assessments on new non-residential building permits.

#### **Program 1.2.12: Density Bonus Program**

The City approved two projects, the Lemos Pointe Apartments and the Napa Cove Apartments, which both utilized the Density Bonus program and requested concessions to design standards. The Lemos Pointe project consists of 186 affordable units and the Napa Cove project consists of 66 affordable units.

#### **Program 1.2.22: Rental Assistance Program**

Napa City Housing Authority helped the City administer 142 vouchers in 2021. This includes 34 project-based vouchers at the Valley View Senior Apartments.

### *Housing in 2022*

Looking ahead to 2022, there are several housing projects that may be submitted.

Residences at Napa Junction: This project is proposed at the parcel north of the Canyon Ridge Apartments in the Business Park District. The project consists of 452 dwelling units on a 15.05-acre parcel, with 46 units proposed as affordable housing. The applicant submitted a pre-application in

August 2021 and received comments in September 2021. The applicant mentioned a formal submittal in the first quarter 2022.

Sun Square Mixed-Use Building: This project consists of 20 one-bedroom units on an office and training center north of the Walmart shopping center. The project was submitted in August 2021, and staff provided comments in September 2021. The applicant anticipates a resubmittal prior to April 2022.

### **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 City is required to complete the annual Housing Element Progress Report to comply with State Law. The completion of the annual report also enables the City to participate in many housing-related grant programs.

### **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:**

[2021 Housing Element Annual Progress Report](#)

**Please Start Here**

<b>General Information</b>	
Jurisdiction Name	American Canyon
Reporting Calendar Year	2021
<b>Contact Information</b>	
First Name	William
Last Name	He
Title	Associate Planner
Email	whe@cityofamericancanyon.org
Phone	7076474337
<b>Mailing Address</b>	
Street Address	4381 Broadway St - Suite 201
City	American Canyon
Zipcode	94503

**Optional:** Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

v 12\_30\_21

Jurisdiction	American Canyon	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

**ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation**

Note: "+" indicates an optional field  
Cells in grey contain auto-calculation formulas

(CCR Title 25 §6202)

**Table A  
Housing Development Applications Submitted**

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Applications		Application Status	Notes	
1					2	3	4	5								6	7	8	9	10		11	12
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted+ (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Was a Density Bonus requested for this housing development?	Was a Density Bonus approved for this housing development?	Please indicate the status of the application.	Notes*	
Summary Row: Start Data Entry Below								26	1	39	3	1	0	0	70	70	0						
	058-492-005	21 Alder	21 Alder ADU	BP21-0067	ADU	R	2/17/2021				1				1	1		No	No	No	Approved		
	058-173-002	100 Corsicana	100 Corsicana ADU	BP21-0325	ADU	O	7/22/2021				1				1	1		No	No	No	Approved		
	058-151-045	120 Gisela	120 Gisela ADU	BP21-0348	ADU	R	8/2/2021		1						1	1		No	No	No	Approved		
	058-563-001	457 Poppyfield	457 Poppyfield ADU	BP21-0553	ADU	O	12/23/2021				1				1	1		No	No	No	Approved		
	058-362-021	3805 Broadway	Napa Cove	PL21-0027	5+	R	10/1/2021	26		39		1			66	66		No	Yes	Yes	Approved		
	058-380-008	TBD	Oat Hill Parcel A	PL20-0022	5+	R	8/17/2020							206	206	206		No	No	No	Approved		
	058-320-001	TBD	Oat Hill Parcel B	PL20-0023	5+	R	8/17/2020							85	85	85		No	No	No	Approved		
	058-281-015	18 Andrew	18 Andrew House	BP19-0373	SFD	O	9/11/2019							1	1	1		No	No	No	Approved		

Jurisdiction	American Canyon	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

## ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation (CCR Title 25 §6202)

Table A2 Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units															
Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement								
1					2	3	4					5	6		
Prior APN <sup>+</sup>	Current APN	Street Address	Project Name <sup>+</sup>	Local Jurisdiction Tracking ID <sup>+</sup>	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Entitlement Date Approved	# of Units issued Entitlements
Summary Row: Start Data Entry Below							148	1	101	3	3	0	510		766
	058-141-003	44 Alta Loma	44 Alta Loma ADU	BP20-0024	ADU	R				1				1/21/2020	1
	058-282-006	11 Andrew	11 Andrew ADU	BP20-0289	ADU	R				1				8/6/2020	1
	058-281-010	151 Thayer	151 Thayer ADU	BP20-0487	ADU	O		1						10/23/2020	1
	058-393-003	309 Bedford	309 Bedford ADU	BP19-0523	ADU	R				1				12/19/2019	1
	058-492-005	21 Alder Ct	21 Alder ADU	BP21-0067	ADU	R				1				2/17/2021	1
	058-173-002	100 Corsicana	100 Corsicana ADU	BP21-0325	ADU	O				1				7/22/2021	1
	058-151-045	120 Gisela	120 Gisela ADU	BP21-0348	ADU	R		1						8/2/2021	1
	058-563-001	457 Poppyfield	457 Poppyfield ADU	BP21-0553	ADU	O				1				12/23/2021	1
	058-362-021	3805 Broadway	Napa Cove	PL21-0027	5+	R	26		39		1			12/16/2021	66
	059-430-017	100 Fran Lemos	WRSP: Lemos Point	PL21-0004	5+	R	122		62		2			2/25/2021	186
	059-430-027	101 Frontier	WRSP Lot 14 and 15	PL20-0032	SFD	O							98	12/15/2020	98
	059-430-015	101 Goldback	WRSP Lot 10	PL21-0014	SFD	O							219	9/21/2021	219
	058-380-008	TBD	Oat Hill Parcel A	PL20-0022	5+	R							206	9/21/2021	206
	058-320-001	TBD	Oat Hill Parcel B	PL20-0023	5+	R							85	9/21/2021	85
	058-080-012	100 Toscana	Village at Vintage Ranch	PL16-0023	5+	R	8		8				143	3/23/2017	159
	058-281-015	18 Andrew	18 Andrew House	BP19-0373	SFD	O							1	9/19/2019	1

Note: "+" indicates an optional field  
 Cells in grey contain auto-calculation formulas

Affordability by Household Incomes - Building Permits									Affordability by Household Incomes - Certificates of Occupancy								
7							8	9	10							11	12
Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits <u>Date Issued</u>	# of Units Issued Building Permits	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness
122	2	62	4	2	0	1		193	8	0	8	2	143	0	1		162
			1				2/11/2021	1									0
			1				1/7/2021	1				1				4/14/2021	1
	1						3/24/2021	1									0
			1				10/13/2020	1				1				7/22/2021	1
			1				6/3/2021	1									0
			1				11/6/2021	1									0
	1						11/6/2021	1									0
								0									0
								0									0
122		62		2			11/23/2021	186									0
								0									0
								0									0
								0									0
								0									0
8		8				143	8/22/2018	159	8		8		143			8/26/2021	159
						1	12/21/2021	1							1	12/22/2021	1

13	Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus				Notes
	14	15	16	17	18	19	20			21	22	23	24	25
How many of the units were Extremely Low Income?*	Was Project APPROVED using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes*
0	0						0		0					
	N	Y			Self-certified income survey									
	N	Y			Self-certified income survey									
	N	Y			Self-certified income survey									
	N	Y			Self-certified income survey									
	N	Y			Self-certified income survey									
	N	Y			Self-certified income survey									
	N	Y	Other, LIHTC	INC		55					2	Development Standards Modification	Yes	
	N	Y	Other	INC		55					2	Development Standards Modification	Yes	Part of Watson Ranch Specific Plan entitlement, approved in Nov. 2018.
	N	Y												Part of Watson Ranch Specific Plan entitlement, approved in Nov. 2018.
	N	Y												Part of Watson Ranch Specific Plan entitlement, approved in Nov. 2018.
	N	Y												
	N	Y		INC		55								
	N	N												

<b>Jurisdiction</b>	American Canyon	
<b>Reporting Year</b>	2021	(Jan. 1 - Dec. 31)
<b>Planning Period</b>	5th Cycle	01/31/2015 - 01/31/2023

**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**  
 (CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.  
 Please contact HCD if your data is different than the material supplied here

**Table B**  
**Regional Housing Needs Allocation Progress**  
**Permitted Units Issued by Affordability**

Income Level		1 RHNA Allocation by Income Level	2									3 Total Units to Date (all years)	4 Total Remaining RHNA by Income Level
			2015	2016	2017	2018	2019	2020	2021	2022	2023		
Very Low	Deed Restricted	116	-	-	49	8	-	-	122	-	-	182	-
	Non-Deed Restricted		-	-	-	-	1	-	2	-	-		
Low	Deed Restricted	54	9	-	20	8	-	-	62	-	-	109	-
	Non-Deed Restricted		-	-	-	3	-	3	4	-	-		
Moderate	Deed Restricted	58	-	-	-	-	-	-	2	-	-	143	-
	Non-Deed Restricted		140	-	1	-	-	-	-	-	-		
Above Moderate		164	-	-	-	143	-	-	1	-	-	144	20
<b>Total RHNA</b>		<b>392</b>											
<b>Total Units</b>			<b>149</b>	<b>-</b>	<b>70</b>	<b>162</b>	<b>1</b>	<b>3</b>	<b>193</b>	<b>-</b>	<b>-</b>	<b>578</b>	<b>20</b>

Note: units serving extremely low-income households are included in the very low-income permitted units totals and must be reported as very low-income units.

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will include units that were permitted since the start of the planning period.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at [apr@hcd.ca.gov](mailto:apr@hcd.ca.gov).



# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

(CCR Title 25 §6202)

<b>Jurisdiction</b>	American Canyon		
<b>Reporting Year</b>	2021	(Jan. 1 - Dec. 31)	
<b>Table D</b>			
<b>Program Implementation Status pursuant to GC Section 65583</b>			
<b>Housing Programs Progress Report</b>			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>Name of Program</b>	<b>Objective</b>	<b>Timeframe in H.E</b>	<b>Status of Program Implementation</b>
<b>Program I.2.1: No-Net-Loss Evaluation Procedure</b>	<b>Policies 2.1.1, 2.1.2</b>	<b>Project review is ongoing with annual report to HCD</b>	In 2018, one project has been approved on a 5-acre site. The project, HFP Church, utilized 1.5-acres for a new church, which reduces the number of developable housing units on the site by 33. The offset can be made up from the 1253 housing units entitled in the City's Watson Ranch Specific Plan that was approved on November 6, 2018.
<b>Program I.2.2: Maintain Inventory of Developable Sites</b>	<b>Policy 2.1.1</b>	<b>Update annually</b>	An inventory of housing sites and the number of permits issued in 2021 is available on the city's website and front counter for the Planning Division. The City approved the Broadway District Specific Plan (BDSP) in July of 2018, which identified a capacity for up to 1,200 new units in the Broadway corridor. The City approved the Oat Hill multifamily project that proposes 291 apartment units on a site outside of the current inventory. The project required a Zone Change and General Plan Amendment.
<b>Program I.2.3: Priority Sewer and Water Service for Affordable Housing</b>	<b>Policy 2.1.3</b>	<b>December of 2015</b>	The City modified their Sewer and Water Service to put affordable housing as the first priority in July of 2019. The update incorporated in APMC Section 13.10.020.

<b>Program I.2.4: Incentives for Second Units</b>	<b>Policy 2.2.4</b>	<b>Explore and adopt programs and/or incentives by 2018</b>	The City adopted new guidelines and standards for Second Units, or Accessory Dwelling Units (ADUs), in 2017 to match the State's regulations. The new guidelines are available in ACMC section 19.39. New incentives for ADUs include the removal of water and wastewater capacity fees, the reduction in parking and fire sprinkler requirements, and the reduction in impact fees. In 2018, staff created two handouts that explains the building permit and zoning requirements for ADUs. The City joined the Napa-Sonoma ADU coalition to develop ADU outreach materials and fee estimating software in March of 2019. The City revised the ADU ordinance to comply with the State's new laws in August of 2020.
<b>Program I.2.5: Neighborhood Preservation Program</b>	<b>Policy 2.4.1</b>	<b>Ongoing</b>	The City's Code Enforcement officer continues to implement this program
<b>Program I.2.6: Residential Rehabilitation Loan Program</b>	<b>Policies 2.5.1, 2.5.2, 2.5.3</b>	<b>Apply for funding annually</b>	A \$1 million grant was awarded in 2017. The City applied for a new \$1 million CDBG grant, which includes \$300,000 for owner-occupied rehabilitation assistance programs in February of 2019, but was not awarded.
<b>Program I.2.7: Code Enforcement</b>	<b>Policies 2.5.1, 2.5.2</b>	<b>Ongoing</b>	The City's Code Enforcement officer continues to implement this program
<b>Program I.2.8: City-owned Land for Affordable Housing</b>	<b>Policy 2.6.3</b>	<b>Review opportunities annually</b>	No city-owned land was made available during this period.
<b>Program I.2.9: Employee Housing Program</b>	<b>Policy 2.6.10</b>	<b>Begin exploring options by 2017 and adopt, as appropriate by 2019</b>	The City is on schedule to begin exploring options by 2017 and adopt, as appropriate by 2022.
<b>Program I.2.10: Affordable Housing Fund</b>	<b>Policy 2.6.5</b>	<b>Review opportunities annually</b>	The City approved up to \$1 million in funding support for the Valley View Affordable Senior Apartment Project in 2016. The City received \$8,521.61 in Affordable Housing Nexus fees in 2021.
<b>Program I.2.11: Incentives for Affordable Housing</b>	<b>Policies 2.6.3, 2.6.5</b>	<b>Ongoing</b>	The City required the Village at Vintage Ranch project increase the affordability term from 10 to 20 years for 8 Very Low and 8 Low income units in exchange for extending the term of their Design Permit approval. The City completed their update to the Density Bonus program to comply with the State's AB2753 Density Bonus Law in February of 2019.
<b>Program I.2.12: Density Bonus Program</b>	<b>Policy 2.6.3</b>	<b>Prepare brochure by 2016</b>	The density bonus brochure was posted to the City's website in 2016. See <a href="http://bit.ly/2kZ1ScQ">http://bit.ly/2kZ1ScQ</a> website link. The City updated their Density Bonus Ordinance in February of 2019. The City approved two projects, the Lemos Pointe Apartments and the Napa Cove Apartments, which both utilized the Density Bonus program and requested concessions to design standards. The Lemos Pointe project consisted of 186 affordable units and the Napa Cove project consisted of 66 affordable units.

<b>Program I.2.13: Planned Development Process</b>	<b>Policy 2.6.3</b>	<b>Ongoing</b>	The Village at Vintage Ranch will provide 16 units of low and very low income units.
<b>Program I.2.14: Assist in Accessing Grant Funding</b>	<b>Policies 2.6.5, 2.6.6, 2.6.7</b>	<b>Review funding opportunities annually</b>	The City received a HOME grant in 2017. The City applied for a CalHome Disaster Assistance funds in December of 2019 and was awarded \$2.2 million for down payment assistance. The funds are to assist low and moderate income households who are victims of the 2017-2018 fires in federally declared disasters. The City is also applying for \$1 million in HOME funds in January of 2020 and \$1 million in CalHome General Funds for OOR and ADU programs in February of 2020. The City also applied for the SB2 Planning Grant in December of 2019 and received \$160,000 in funding to update their building permit software and update their Housing Element. The City applied for the LEAP grant in March of 2020 and was awarded \$160,000 for pro-housing efforts.
<b>Program I.2.15: Incentives for Lot Consolidation</b>	<b>Policy 2.6.3</b>	<b>Identify appropriate incentives and post information on website by 2017</b>	Staff completed two lot mergers in 2016. There were no requests for consolidation and/or re-use of small lots to create larger parcels with greater affordable housing development potential in 2020.
<b>Program I.2.16: Partner with the Housing Authority</b>	<b>Policy 2.6.6</b>	<b>Ongoing</b>	The City Council approved a 2-year contract with the City of Napa Housing Authority in 2019.
<b>Program I.2.17: Inclusionary Housing Program</b>	<b>Policy 2.6.8</b>	<b>Amend Ordinance in 2015</b>	The City amended the Inclusionary Housing Program Ordinance in October of 2019. The new program made the option of paying for in-lieu fees a last resort for developers.
<b>Program I.2.18: Conduct Nexus Study for Affordable Housing Fees</b>	<b>Policy 2.6.9</b>	<b>Consider adopting fee in 2015</b>	The Nexus Study and Commercial linkage fee was adopted in 2016.
<b>Program I.2.19: Preserve At-Risk Housing</b>	<b>Policy 2.7.1</b>	<b>Ongoing</b>	The City of Napa Housing Authority worked with the Lodge apartments over 11 affordable units that were scheduled to expire in 2016. They worked with the property owner to provide financial incentives to tenants that wanted to vacate. In 2018, 9 of the 11 units vacated and the City expects the remaining 2 units to vacate in 2019.
<b>Program I.2.20: Monitor Section 8 Status</b>	<b>Policy 2.7.1</b>	<b>2007-2014</b>	The City of Napa Housing Authority monitors apartments for Section 8 status. In 2021, the Housing Authority administered 142 housing vouchers, in which 34 of them were for the Valley View Senior Apts.
<b>Program I.2.21: Mobilehome Park Rent Stabilization Program</b>	<b>Policies 2.7.4</b>	<b>Ongoing</b>	Ongoing

<b>Program I.2.22: Rental Assistance Program</b>	<b>Policy 2.7.1</b>	<b>Seek funding for rental assistance when available.</b>	The City Housing Authority secured 34 Section 8 vouchers for Homeless Veterans in 2016. The Housing Authority was awarded 11 Mainstream vouchers in 2018 and the City of American Canyon received those vouchers in 2019. The City applied for the CDBG Corona Response 1 (CARES grant) in August of 2020 and was awarded \$98,000 to provide rental assistance.
<b>Program I.2.23: Rehabilitation Loan Program Outreach to Elderly Homeowners</b>	<b>Policy 2.8.1</b>	<b>Prepare outreach materials by 2016</b>	The City Housing Authority provides on-going marketing of outreach materials to elderly citizens regarding Rehabilitation Loan Programs. The outreach consists of flyers, workshops, and newspaper advertisements. The City Housing Authority also conducts outreach meetings at the Senior Center and the Family Center in American Canyon. Due to the Governor's Shelter-In-Place order to prevent the spread of COVID-19, physical outreach meetings have been suspended in 2020 and 2021.
<b>Program I.2.24: Facilitate Construction of Housing for Persons with Disabilities</b>	<b>Policies 2.8.1, 2.8.5</b>	<b>Ongoing</b>	The Valley View affordable Senior housing project will provide handicap accessibility and on-site supportive services. The project received building permits in 2017 and was completed in 2019.
<b>Program I.2.25: Outreach to Developmentally Disabled</b>	<b>Policies 2.8.1, 2.8.5</b>	<b>Initiate coordination by 2016</b>	In 2016, the City coordinated with North Bay Regional Center and has a link to their services. See <a href="http://bit.ly/2k626Np">http://bit.ly/2k626Np</a> for a link to the website.
<b>Program I.2.26: Zoning for Small Group Homes</b>	<b>Policy 2.8.8</b>	<b>2016</b>	The City amended the zoning code in 2017 to classify small group homes, or residential care homes, as permitted uses for all residential zones.
<b>Program I.2.27: Zoning for Employee Housing</b>	<b>Policy 2.8.6</b>	<b>2016</b>	The City amended the zoning code in 2017 to add employee housing as a use classification with the class as a permitted use in all residential zones.
<b>Program I.2.28: Zoning for Single Room Occupancy</b>	<b>Policy 2.8.1</b>	<b>2016</b>	The City amended the zoning code in 2017 to add Single Room Occupancy facilities (SROs) use classification. The use is permitted in high-density residential zones.
<b>Program I.2.29: Facilitate Construction of Large Units</b>	<b>Policy 2.8.2</b>	<b>Prepare fliers by 2017</b>	The City prepared fliers in 2017 and they are available on the City's Housing website as well as the planning division counter. See <a href="http://bit.ly/2ySRuIN">http://bit.ly/2ySRuIN</a> for a link to the webpage.
<b>Program I.2.30: Farmworker Housing</b>	<b>Policy 2.8.6</b>	<b>Reach out to developers by 2017 and bi-annually thereafter</b>	The City added web links to farmworker housing resources on the City's housing website. See <a href="http://bit.ly/2Bw3VNA">http://bit.ly/2Bw3VNA</a> for a link to the web site.
<b>Program I.2.31: Distribute Homeless Shelter Information</b>	<b>Policy 2.8.9</b>	<b>Ongoing</b>	The City of Napa Housing Authority provides this service on an ongoing basis.
<b>Program I.2.32: Distribute Fair Housing Information</b>	<b>Policies 2.9.1, 2.9.2</b>	<b>Ongoing</b>	The City of Napa Housing Authority provides this service on an ongoing basis. Fair Housing posters are displayed at City Hall.

<b>Program I.2.33: Fair Housing Event</b>	<b>Policy 2.9.2</b>	<b>Annually</b>	The City of Napa Housing Authority provides this service on an ongoing basis.
<b>Program I.2.34: Encourage Sustainable Building</b>	<b>Policies 2.10.1, 2.10.3, 2.10.4</b>	<b>Ongoing</b>	The City adopted a new Electric Vehicle Ordinance that streamlines permit processing for residential projects in 2019. The City adopted the Broadway District Specific Plan in 2019, which requires new development in the 300-acre district to provide 15% more energy reduction than the California Building Code requires.
<b>Program I.2.35: Energy Conservation Fact Sheet</b>	<b>Policies 2.10.5, 2.10.7</b>	<b>Distribute fact sheet by 2016</b>	The Energy Conservation Fact sheet was prepared and is available on the City's website. See <a href="http://bit.ly/2jEKR2G">http://bit.ly/2jEKR2G</a> for a link to the website.
<b>Program I.2.36: Adjust Utility Allowances for Green Affordable Housing Units</b>	<b>Policy 2.10.1</b>	<b>2016</b>	The City adopted new utility allowances for affordable housing units and allowed for the adjustments of utility allowances for Green Affordable Housing units in 2017. See <a href="http://bit.ly/2ph3VOU">http://bit.ly/2ph3VOU</a> for a link to the website. The City updates the utility allowances on an annual basis.
<b>Program I.2.37: Annual Housing Element Report</b>	<b>Policies 2.11.1, 2.11.2</b>	<b>Annually</b>	The annual Housing Element report is scheduled to be reviewed by the Planning Commission on February of 2022 and the City Council at a public hearing on March of 2022.
<b>Program I.2.38: Maintain Adequate Staffing</b>	<b>Policy 2.11.1</b>	<b>Annual review of staffing levels</b>	Review of staffing levels occurred in conjunction with the annual fiscal year budget.

<b>Jurisdiction</b>	American Canyon	
<b>Reporting Period</b>	2021	(Jan. 1 - Dec. 31)
<b>Planning Period</b>	5th Cycle	01/31/2015 - 01/31/2023

# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field  
Cells in grey contain auto-calculation formulas

Table E									
Commercial Development Bonus Approved pursuant to GC Section 65915.7									
Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name <sup>+</sup>	Local Jurisdiction Tracking ID <sup>+</sup>	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									

<b>Jurisdiction</b>	American Canyon	
<b>Reporting Period</b>	2021	(Jan. 1 - Dec. 31)
<b>Planning Period</b>	5th Cycle	01/31/2015 - 01/31/2023

**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**  
 (CCR Title 25 §6202)

Note: "+" indicates an optional field  
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**Table F**

**Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)**

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA <sup>+</sup> Listed for Informational Purposes Only				Units that Count Towards RHNA <sup>+</sup> Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 <sup>+</sup>
	Extremely Low-Income <sup>+</sup>	Very Low-Income <sup>+</sup>	Low-Income <sup>+</sup>	TOTAL UNITS <sup>+</sup>	Extremely Low-Income <sup>+</sup>	Very Low-Income <sup>+</sup>	Low-Income <sup>+</sup>	TOTAL UNITS <sup>+</sup>	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

<b>Jurisdiction</b>	American Canyon	
<b>Reporting Period</b>	2021	(Jan. 1 - Dec. 31)
<b>Planning Period</b>	5th Cycle	01/31/2015 - 01/31/2023

**NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting year.**

Note: "+" indicates an optional field  
Cells in grey contain auto-calculation formulas

**ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation  
(CCR Title 25 §6202)**

<b>Table G</b>						
<b>Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of</b>						
<b>Project Identifier</b>						
<b>1</b>				<b>2</b>	<b>3</b>	<b>4</b>
<b>APN</b>	<b>Street Address</b>	<b>Project Name<sup>+</sup></b>	<b>Local Jurisdiction Tracking ID<sup>+</sup></b>	<b>Realistic Capacity Identified in the Housing Element</b>	<b>Entity to whom the site transferred</b>	<b>Intended Use for Site</b>
Summary Row: Start Data Entry Below						

<b>Jurisdiction</b>	American Canyon	
<b>Reporting Period</b>	2021	(Jan. 1 - Dec. 31)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**  
 (CCR Title 25 §6202)

<b>Table H</b>						
<b>Locally Owned Surplus Sites</b>						
<b>Parcel Identifier</b>				<b>Designation</b>	<b>Size</b>	<b>Notes</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>APN</b>	<b>Street Address/Intersection</b>	<b>Existing Use</b>	<b>Number of Units</b>	<b>Surplus Designation</b>	<b>Parcel Size (in acres)</b>	<b>Notes</b>
Summary Row: Start Data Entry Below						

<b>Jurisdiction</b>	American Canyon	
<b>Reporting Year</b>	2021	(Jan. 1 - Dec. 31)
<b>Planning Period</b>	5th Cycle	01/31/2015 - 01/31/2023

<b>Building Permits Issued by Affordability Summary</b>		
<b>Income Level</b>		<b>Current Year</b>
Very Low	Deed Restricted	122
	Non-Deed Restricted	2
Low	Deed Restricted	62
	Non-Deed Restricted	4
Moderate	Deed Restricted	2
	Non-Deed Restricted	0
Above Moderate		1
<b>Total Units</b>		<b>193</b>

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

<b>Units by Structure Type</b>	<b>Entitled</b>	<b>Permitted</b>	<b>Completed</b>
SFA	0	0	0
SFD	219	1	1
2 to 4	0	0	0
5 +	0	0	0
ADU	4	6	2
MH	0	0	0
<b>Total</b>	<b>223</b>	<b>7</b>	<b>3</b>

<b>Housing Applications Summary</b>	
Total Housing Applications Submitted:	5
Number of Proposed Units in All Applications Received:	70
Total Housing Units Approved:	70
Total Housing Units Disapproved:	0

<b>Use of SB 35 Streamlining Provisions</b>	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

<b>Units Constructed - SB 35 Streamlining Permits</b>			
<b>Income</b>	<b>Rental</b>	<b>Ownership</b>	<b>Total</b>
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

Cells in grey contain auto-calculation formulas



Very Low	Non-Deed Restricted	2
Low	Deed Restricted	62
	Non-Deed Restricted	4
Moderate	Deed Restricted	2
	Non-Deed Restricted	0
Above Moderate		1
<b>Total Units</b>		<b>193</b>

<b>Certificate of Occupancy Issued by Affordability Summary</b>		
<b>Income Level</b>		<b>Current Year</b>
Very Low	Deed Restricted	8
	Non-Deed Restricted	0
Low	Deed Restricted	8
	Non-Deed Restricted	2
Moderate	Deed Restricted	143
	Non-Deed Restricted	0
Above Moderate		1
<b>Total Units</b>		<b>162</b>



## **TITLE**

Laborers International Union of North America, Local 324 (LIUNA) Appeal

## **RECOMMENDATION**

Continue the Laborers International Union of North America, Local 324 (LIUNA) Appeal of the Planning Commission approval of the SDG Commerce 217 Warehouse Distribution Center Conditional Use Permit for 6 months to September 6, 2022.

## **CONTACT**

William He, AICP, Associate Planner  
William D. Ross, City Attorney

## **BACKGROUND & ANALYSIS**

In March 2020, the Stravinski Development Group (SDG) submitted a conditional use permit application for a 217,294 square foot single story wine storage and distribution warehouse at 1075 Commerce Court, APN 058-030-065, File Number PL20-0008. A Project Location map is included as Attachment 1.

The project was evaluated consistent with the California Environmental Quality Act (CEQA) and a Mitigated Negative Declaration (MND) was prepared. The MND was sent to the State Clearinghouse and circulated for a 30-day public review from December 18, 2020 to January 18, 2021.

On February 25, 2021, the Planning Commission conducted a public hearing and approved the SDG Commerce 217 project consisting of the MND and Conditional Use Permit (Resolution 2021-02 and 2021-03).

On March 5, 2021, the Laborers International Union of North America, Local 324 (LIUNA) filed an appeal to the Planning Commission's approval. The appeal requests the City Council rescind the project approval and require a new MND or EIR. A copy of the March 5, 2021 LIUNA letter is included as Attachment 2.

On August 9, 2021, the Project Applicant requested additional time for review of the Lead Agency (City Staff) analysis of the Project. Accordingly, the Council directed Staff to report on the Project analysis and the Appeal not later than December 7, 2021.

The *Sierra Watch v. County of Placer* (2021) 69 Cal.App.5th 86, 86 Court of Appeal opinion concluded that project CEQA analysis for traffic impacts using mandatory Vehicle Miles Traveled (VMT) methodology must consider regional cumulative VMT impact on the environmental setting, and regional environmental impacts, on among other things, air quality and noise. On the basis of the Sierra Watch case, staff has advised the applicant that additional environmental review is required, beginning with, but not limited to, a revised initial study. The supplemental environmental review, will specifically address the key issues from the Sierra Watch case and provide for a legally-defensible environmental review. This review will take several months. Thus, staff previously recommended continuing the LIUNA Appeal for 3 months. The Project Applicant agreed to the continuance.

On February 7, 2022, staff contacted the Project Applicant and inquired on the status of the environmental review. The Project Applicant requested an additional 6 months to complete the review. Because of the request, staff recommends continuing the LIUNA Appeal for 6 months, until the City Council meeting of September 6, 2022. A copy of the Project Applicant's e-mail requesting the continuance is included as Attachment 3.

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

Economic Development and Vitality: "Attract and expand diverse business and employment opportunities."

### **FISCAL IMPACT**

Not Applicable

### **ENVIRONMENTAL REVIEW**

Not Applicable

### **ATTACHMENTS:**

1. [Location Map](#)
2. [LIUNA Appeal](#)
3. [Applicant request for 6 months continuance](#)

**ATTACHMENT 1 – VICINITY MAP**





Appeal
City of American Canyon
Community Development Department
4381 Broadway, Suite 201
American Canyon, CA 94503

For Office Use Only:
Date Received: \_\_\_\_\_ By: \_\_\_\_\_
Case Numbers: \_\_\_\_\_
Approved: \_\_\_\_\_

Appeal Form please print or type

Project or application name SDG Commerce 217 Distribution Center (PL20-0008)

Project or application address or APN(s) 1075 Commerce Court (Assessor Parcel Number 058-030-065)

Appellant name LIUNA Local No. 324 Appellant address 611 Berrellesa St

City, state, zip Martinez, CA 94553 Phone no. 510-836-4200 x. 1 Fax no. \_\_\_\_\_

Bus License # \_\_\_\_\_

Appellant representative Michael Lozeau, Lozeau Drury LLP Representative address 1939 Harrison Street, Suite 150

City, state, zip Oakland, CA 94612 Phone no. 510-836-4200 Fax no. \_\_\_\_\_

Bus License # \_\_\_\_\_

Type of appeal:

- Appeal of Staff administrative decision Date of decision \_\_\_\_\_
Appeal of Planning Commission decision Date of decision February 25, 2021

Description of matter appealed:

- Approval of project or application
Denial of project or application
Conditions of project approval - number(s) \_\_\_\_\_
Other \_\_\_\_\_

The grounds upon which this appeal is filed are (list all grounds relied upon in making this appeal; please attach additional sheets if more space is needed):

There is substantial evidence of fair arguments that the Project may have significant impacts from increases in vehicle miles travelled, significant wildlife impacts, air quality, GHG, and health risk impacts requiring the preparation of an EIR for the project. The MND also is not supported by substantial evidence.

Each of these issues were raised in the comments submitted to the Planning Commission and attached hereto.

The specific action which the appellant wants the City Manager, Planning Commission or City Council to take is:

LIUNA requests the City Council rescind the approval of the project and its associated MND and require the preparation of a new MND that fully mitigates the Project's potential impacts or preparation of an EIR.

Appellant's Signature [Redacted] Date March 5, 2021
Representative's Signature [Redacted] Date March 5, 2021

# ATTACHMENTS



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*Via Email*

February 25, 2021

Tyrone Navarro, Chair  
Crystal Mallare, Vice Chair  
Eric Altman  
Andrew Goff  
Tammy Wong  
City of American Canyon Planning Commission  
Publiccomment@cityofamericancanyon.org

William He, AICP, Associate Planner  
City of American Canyon Community  
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4381 Broadway, Suite 201  
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**Re: SDG Commerce 217 Distribution Center (PL20-0008) - Mitigated Negative Declaration (February 25, 2021 Planning Commission Meeting, Agenda Item No. 5.2)**

Dear Commissioners and Mr. He:

Please accept this brief comment on behalf of Laborers International Union of North America, Local 324 (“LIUNA”) and its members living and working in and around the City of American Canyon regarding the Draft Initial Study and Mitigated Negative Declaration (“MND”) prepared for the proposed SDG Commerce 217 Distribution Center Project (the “Project”). Thank you for the responses prepared to our earlier comments submitted to the Commission on January 17, 2021.

We appreciate the acknowledgement in the responses that the original VMT analysis was incorrect and employed bike trip lengths that could not be substantiated in fact or based on any effort to gather information on bike commuting in general or in the American Canyon area. It appears, however, that the City’s consultant, in responding to those obvious shortcomings, has now embellished its VMT mitigation analysis with numerous other unsubstantiated claims and speculation. Rather than an objective analysis of the actual incremental VMT reductions that will

result from an 800-foot stretch of bike lane connecting two existing bike lanes, the effort seeks, without evidentiary basis, to achieve a desired outcome. The notion that an 800-foot connecting bike lane will, by itself, induce 96 new bike commuters to commute to jobs to the north of the Project and reduce VMTs by 1004 is farfetched. The only way the consultant generates such a number is by ignoring the terms of the federal guidance it claims to be applying, blatantly attempting to assign benefits of other parties' bike lane construction efforts to the applicant, and making believe that, without the connector bike lane, bike commuters from the neighborhood south of the Project heading north must ride on the shoulder of State Route 29. All of these efforts to invent a justification for not requiring sufficient VMT reductions to mitigate the Project's increases in VMT are not supported by the cited guidance or facts. These supplemental comments highlight this continued concern and the remaining fair argument that the Project may have significant environmental impacts from its unmitigated increase in VMTs.

**1. GHD's analysis is inconsistent with the NCHRP guidelines it cites.**

GHD claims to base its analysis of VMT reductions attributable to the bike lane connector on National Cooperative Highway Research Program Report 552, "Guidelines for Analysis of Investment in Bicycle Facilities." ("NCHRP Report"). The method set forth in the NCHRP Report for estimating induced bike commutes from a new bike facility relies on bike commuters from three buffer distances from a bike facility who would most likely use the facility. (NCHRP Report, p. 38.) These three buffers are less than 400 meters, 400 to 799 meters and 800 to 1599 meters. (*Id.*, pp. 38, Appendix B, B-6.) As the NCHRP Report explains:

Research for this project uncovered that people are more likely to ride a bicycle if they live within 1,600 m (1 mi) of a facility than if they live outside that distance (Appendix B). The likelihood of bicycling increases even more at 800 m and 400 m. The team therefore estimates existing and induced demand using 400-, 800-, and 1600-m buffers around a facility.

(*Id.*) The analysis identifies the population within each of those buffer areas and estimates the number of bike commuters in each buffer using the project region's "bicycle commute share."  
(*Id.*) The analysis also provides a method to calculate the total adult cyclists in the buffer areas.  
(*Id.*) The NCHRP Report developed "likelihood multipliers" for each of the three buffer zones to account for the fact that "people who live near a facility are more likely to bike than those that do not..." *Id.*, pp. 38-39. A different likelihood multiplier is provided for each of the three NCHRP buffer zones.

Rather than abide by the NCHRP Report's methodology, GHD took the liberty of adding a buffer zone beyond 1600 meters – from 1600 to 2400 meters from the proposed bike lane. (Agenda Packet ("AP"), pp. 302-303.) Substantial evidence includes "facts, reasonable assumptions predicated upon facts, and *expert opinion supported by facts.*" (CEQA Guidelines, § 15384(b) (emphasis added).) Because there is no justification based on the NCHRP Report to inflate induced bike commuter use by randomly expanding the buffers to include people living 1600 to 2400 meters away from a proposed bike lane, GHD's analysis is not based on substantial evidence.

The inconsistencies of GHD's analysis with the NCHRP Report do not however end there. In its analysis, GHD does not include the closest buffer zone identified in the NCHRP Report – 0 – 400 meters. Instead, it uses a 0 – 799 meter buffer, an 800 to 1599 meter buffer and its third made-up buffer from 1600 meters to 2400 meters. However, in calculating how many of the residents in each of these areas are induced to use the new bike lane, GHD then applies the NCHRP's "likelihood multipliers" for the original NCHRP buffer distances. GHD references the likelihood multipliers "[e]stablished by NCHRP 552 research; see Appendix B." AP, p. 304. However, the NCHRP Report and its Appendix B do not establish a likelihood multiplier for GHD's newly minted buffer zone from 1600 to 2400 meters from a facility. So, GHD could not have been applying a number from the NCHRP Report to that area. GHD does not explain which likelihood multipliers it applied to the three zones it selected. If GHD applied the three multipliers calculated by NCHRP for the 400, 800 and 1600 buffer zones to GHD's 800, 1600, and 2400 buffer zones, there would be no evidentiary basis for GHD's new, induced bike commuter computation. In any event, GHD provides no evidence supporting its application of a multiplier factor for the fictitious buffer it seeks to add surreptitiously to the NCHRP Report's methodology. GHD also does not provide evidence of which likelihood multipliers it applied to the 800 meter and 1600 meter zones in its analysis. Without this evidence, the analysis is not substantial evidence.

**2. GHD's effort to credit the Project with mitigation for the already completed Bay Trail bike facility adjacent to Wetlands Edge Road is entirely arbitrary and is not supported by evidence that the bike lane gap along 800-feet of Commerce Court is "non-traversable."**

GHD further attempts to inflate the VMTs attributable to the proposed 800 feet bike lane by claiming the VMT analysis should include all bike commuters induced by the 1.7 miles of Bay Trail bike access that was constructed along the western side of Wetlands Edge Road many years ago. (AP, pp. 290, 302.) According to GHD, the 800-foot stretch of Commerce Boulevard where it proposes to add bike lanes currently blocks or limits would-be bike commuters heading north from using the Bay Trail bike lanes to the west of Wetlands Edge Road.

First, there is no evidence that the 800-foot stretch of Commerce Boulevard currently blocks or will block any bike commuters from heading north towards the businesses clustered at the north end of Commerce Boulevard or even further north. The MND does not describe in any way the current condition of that road or, more importantly, the condition that will exist upon the completion of the Napa Junction Elementary School project at the corner of Commerce Boulevard and Eucalyptus. The elementary school is scheduled for occupancy this fall. (AP, p. 101.) Construction of the SDG Warehouse project is expected to be ongoing after the school is completed and open. (*Id.*, p. 124.)

The school project includes reconstructing Commerce Boulevard alongside the school property. (*See* Napa Junction Elementary School Replacement Project Draft Environmental Impact Report, p. 10-28 [available at <https://drive.google.com/open?id=13Ny2i9F6u2R6NFJBqlifGoNeUqaUoqTk>]; *see also id.*, p.

10-29 (“the proposed project would improve the roadway with asphalt concrete pavement and sidewalk”); Figures 3-5, 3-15 and 3-16 (plans showing bike lanes on Commerce Blvd.) Despite this brand new roadway running from Eucalyptus Avenue north to the existing SDG Commerce 330, GHD contends that this stretch of Commerce Boulevard is a “‘non -traversable’ gap between the residential areas of American Canyon and the employment centers north that precludes viable bicycle commuting choices.” (AP, p. 287.) Only from this premise does GHD then claim that bike commuters cannot get through this stretch of Commerce Boulevard and must instead head to State Route 29 “since the only connection to employment destinations north of Eucalyptus today is along the shoulders of SR 29 – a route navigable the only the most experienced and fearless riders.” (AP, p. 302.) Contrary to GHD’s assertions, a newly constructed stretch of Commerce Boulevard adjacent to the elementary school does not pose any barrier to bike commuters to travel between Eucalyptus Avenue and the bike path across from SDG Commerce 330. As a result, GHD’s and the final MND’s assertions that the proposed new bike lanes will unlock additional potential from the 1.7 miles of existing bikeway along Wetlands Edge Road is not supported by any substantial evidence. Well before the Project is completed, any commuting biker will be able to peddle unobstructed along the brand-new stretch of Commerce Boulevard whether the new bikeway is constructed or not.

Even if the stretch of Commerce Boulevard adjacent to the new elementary school did pose some limited impediment to bikers that required them to slow down for 800 feet does not justify GHD’s random proposal to attribute half of the VMT reductions of an already completed 1.7 mile bikeway to the Project. This blatant effort to inflate the VMT benefits of the Project’s proposed 800-foot bike lane has no basis in fact and is not a mitigation measure attributable to the Project.

Applying the NCHRP buffer zones that are actually included in that methodology (800 and 1600 meters) and the actual length of the bike facility proposed by the Project (800 feet), and assuming the rest of GHD’s calculations are correct, the number of new bike commuters induced by the 800-foot bike lane is at most 22 cyclists. Assuming GHD’s estimate of bike commute distance is reasonable, that amounts to, at most, a VMT reduction of 229 VMTs. As a result, substantial evidence of a fair argument exists that the Project’s VMT increases may have a significant environmental impact.

**3. GHD’s estimate of commuter bike trip lengths does not eliminate the substantial evidence of a fair argument that average bike commute lengths in California are 1.5 miles as published by the California Air Resources Board.**

GHD relies on a study of Portland, Oregon to borrow an estimated bike commute length for American Canyon. (AP, p. 290, citing “Understanding and Measuring Bicycling Behavior: a Focus on Travel Time and Route Choice”, Oregon Transportation Research and Education Consortium, OTREC -RR -08 -03, December 2008.) GHD provides no rationale in its report why Portland bicycle commute lengths would be representative of American Canyon bicycle commute lengths. This is despite a CARB approved distance of 1.5 miles for bike trips used to calculate VMT reductions from bikeways. (AP, p. 684.) There is no substantial evidence to support the use of bike commute distances from a highly urbanized area like Portland versus a

more rural/suburban setting such as American Canyon. Using 1.5 miles as the lower end of a bike commute distance estimates yields a mere 33 VMT reduction from the 800-foot bike lane.

**4. The inclusion of the new VMT calculations and efforts to justify the limited bike lane mitigation require the City to recirculate the MND for public review and comment.**

The law is well-established that even if an EIR is not required, a revised negative declaration must be circulated for full public review if it adds new mitigation measures or identifies new impacts. *Gentry v. Murrieta*, 36 Cal.App.4th 1359, 1392, 1411, 1417. The MND's substantial 'changes to its VMT analysis and new mitigation proposals based on the so-called non-traversability of Commerce Boulevard are significant changes to the MND that should be recirculated to the public for review and comment.

Despite the responses to our earlier comments, substantial evidence of a fair argument still exists in the record that the Project may have significant health risks and impacts on wildlife. For all of these reasons and those discussed in our prior comment, the MND is inadequate and an EIR is required to analyze and mitigate the Project's potentially significant environmental impacts. Thank you for your attention to these supplemental comments.

Sincerely,

A solid black rectangular redaction box covering the signature of Michael Lozeau.

Michael Lozeau  
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***Via Email***

January 19, 2021

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**Re: SDG Commerce 217 Distribution Center (PL20-0008) - Mitigated Negative Declaration**

Dear Mr. He:

I am writing on behalf of Laborers International Union of North America, Local 324 (“LIUNA”) and its members living and working in and around the City of American Canyon regarding the Draft Initial Study and Mitigated Negative Declaration (“MND”) prepared for the proposed SDG Commerce 217 Distribution Center Project (the “Project”).

After reviewing the MND prepared for the Project along with our experts, we believe there is a fair argument that the Project may have significant adverse environmental impacts and that an environmental impact report (“EIR”) should therefore be prepared pursuant to the California Environmental Quality Act (“CEQA”), Public Resources Code §§ 21000, et seq.

LIUNA submits herewith the expert comments of wildlife ecologist Dr. Shawn Smallwood. Dr. Smallwood’s expert comments and resume are attached hereto as Exhibit A. LIUNA also submits herewith comments on the Project’s air and greenhouse gas emissions from the environmental consulting firm Soil/Water/Air Protection Enterprise (“SWAPE”). SWAPE’s comments and the resumes of their consultants are attached hereto as Exhibit B.

**PROJECT DESCRIPTION**

The Project proposes to issue a conditional use permit to construct and operate a 217,294 square foot wine distribution center on a 10.39-acre parcel in close proximity to the Napa River and an area identified by the Audubon Society as an “Important Bird Area.” In addition to the 10.39 acre building site, the Project also involves excavation and operation of a borrow area

covering most of the adjacent 10.17 acre parcel immediately to the south of the building site. The proposed building would be bordered by 134 parking stalls on the north edge of the building parcel and 21 truck docking bays on the north side of the proposed building. The building would be heavily insulated and refrigerated. Grading and filling will occur throughout the Project site as well as most of the adjacent borrow area parcel. During construction, about 17,000 cubic yards of stockpiled soil will be transported and another 21,000 cubic yards of soil will be excavated from the adjacent site. Construction of the project would be done in a single phase lasting approximately 9.5 months. Types of heavy diesel equipment to be used to construct the facility will include a self-loading dirt scraper, bulldozer, motor grader, compactor, roller, water truck, backhoe, excavator, trencher, drilling auger, front end loader, paving machine, laser screed, concrete finishing trowels, tractor, crane, forklift, generator, man lift, scissor lift, welding machine, and light tower. Operation of the Project is estimated to generate a total of 367 daily project trips and, prior to mitigation, increase the daily vehicle miles travelled (“VMT”) in the area by 2,355 VMT. The closest residence is about 500 feet from the Project’s borrow area.

### **LEGAL STANDARDS**

As the California Supreme Court held, “[i]f no EIR has been prepared for a nonexempt project, but substantial evidence in the record supports a fair argument that the project may result in significant adverse impacts, the proper remedy is to order preparation of an EIR.”

(*Communities for a Better Environment v. South Coast Air Quality Management Dist.* (2010) 48 Cal.4th 310, 319-320 [“*CBE v. SCAQMD*”], citing, *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal.3d 68, 75, 88; *Brentwood Assn. for No Drilling, Inc. v. City of Los Angeles* (1982) 134 Cal.App.3d 491, 504–505.) “The ‘foremost principle’ in interpreting CEQA is that the Legislature intended the act to be read so as to afford the fullest possible protection to the environment within the reasonable scope of the statutory language.” (*Communities for a Better Environment v. Calif. Resources Agency* (2002) 103 Cal.App.4th 98, 109 [“*CBE v. CRA*”].)

The EIR is the very heart of CEQA. (*Bakersfield Citizens for Local Control v. City of Bakersfield* (2004) 124 Cal.App.4th 1184, 1214; *Pocket Protectors v. City of Sacramento* (2004) 124 Cal.App.4th 903, 927.) The EIR is an “environmental ‘alarm bell’ whose purpose is to alert the public and its responsible officials to environmental changes before they have reached the ecological points of no return.” (*Bakersfield Citizens*, 124 Cal.App.4th at 1220.) The EIR also functions as a “document of accountability,” intended to “demonstrate to an apprehensive citizenry that the agency has, in fact, analyzed and considered the ecological implications of its action.” (*Laurel Heights Improvements Assn. v. Regents of University of California* (1988) 47 Cal.3d 376, 392.) The EIR process “protects not only the environment but also informed self-government.” (*Pocket Protectors*, 124 Cal.App.4th at 927.)

An EIR is required if “there is substantial evidence, in light of the whole record before the lead agency, that the project may have a significant effect on the environment.” (Pub. Resources Code, § 21080(d); see also *Pocket Protectors*, 124 Cal.App.4th at 927.) In limited circumstances, an agency may avoid preparing an EIR by issuing a negative declaration, a written statement briefly indicating that a project will have no significant impact thus requiring no EIR (14 Cal. Code Regs., § 15371 [“CEQA Guidelines”]), only if there is not even a “fair

argument” that the project will have a significant environmental effect. (Pub. Resources Code, §§ 21100, 21064.) Since “[t]he adoption of a negative declaration . . . has a terminal effect on the environmental review process,” by allowing the agency “to dispense with the duty [to prepare an EIR],” negative declarations are allowed only in cases where “the proposed project will not affect the environment at all.” (*Citizens of Lake Murray v. San Diego* (1989) 129 Cal.App.3d 436, 440.)

Where an initial study shows that the project may have a significant effect on the environment, a mitigated negative declaration may be appropriate. However, a mitigated negative declaration is proper *only* if the project revisions would avoid or mitigate the potentially significant effects identified in the initial study “to a point where clearly no significant effect on the environment would occur, and...there is no substantial evidence in light of the whole record before the public agency that the project, as revised, may have a significant effect on the environment.” (Public Resources Code §§ 21064.5 and 21080(c)(2); *Mejia v. City of Los Angeles* (2005) 130 Cal.App.4th 322, 331.) In that context, “may” means a *reasonable possibility* of a significant effect on the environment. (Pub. Resources Code, §§ 21082.2(a), 21100, 21151(a); *Pocket Protectors*, 124 Cal.App.4th at 927; *League for Protection of Oakland's etc. Historic Resources v. City of Oakland* (1997) 52 Cal.App.4th 896, 904–905.)

Under the “fair argument” standard, an EIR is required if any substantial evidence in the record indicates that a project may have an adverse environmental effect—even if contrary evidence exists to support the agency’s decision. (CEQA Guidelines, § 15064(f)(1); *Pocket Protectors*, 124 Cal.App.4th at 931; *Stanislaus Audubon Society v. County of Stanislaus* (1995) 33 Cal.App.4th 144, 150-15; *Quail Botanical Gardens Found., Inc. v. City of Encinitas* (1994) 29 Cal.App.4th 1597, 1602.) The “fair argument” standard creates a “low threshold” favoring environmental review through an EIR rather than through issuance of negative declarations or notices of exemption from CEQA. (*Pocket Protectors, supra*, 124 Cal.App.4th at 928.)

The “fair argument” standard is virtually the opposite of the typical deferential standard accorded to agencies. As a leading CEQA treatise explains:

This ‘fair argument’ standard is very different from the standard normally followed by public agencies in making administrative determinations. Ordinarily, public agencies weigh the evidence in the record before them and reach a decision based on a preponderance of the evidence. [Citations]. The fair argument standard, by contrast, prevents the lead agency from weighing competing evidence to determine who has a better argument concerning the likelihood or extent of a potential environmental impact. The lead agency’s decision is thus largely legal rather than factual; it does not resolve conflicts in the evidence but determines only whether substantial evidence exists in the record to support the prescribed fair argument.

(Kostka & Zishcke, *Practice Under CEQA*, §6.29, pp. 273-274.) The Courts have explained that “it is a question of law, not fact, whether a fair argument exists, and the courts owe no deference to the lead agency’s determination. Review is de novo, with a *preference for resolving doubts in favor of environmental review.*” (*Pocket Protectors*, 124 Cal.App.4th at 928 [emphasis in

original].)

As a matter of law, “substantial evidence includes . . . expert opinion.” (Pub. Resources Code, § 21080(e)(1); CEQA Guidelines, § 15064(f)(5).) CEQA Guidelines demand that where experts have presented conflicting evidence on the extent of the environmental effects of a project, the agency must consider the environmental effects to be significant and prepare an EIR. (CEQA Guidelines § 15064(f)(5); Pub. Res. Code § 21080(e)(1); *Pocket Protectors*, 124 Cal.App.4th at 935.) “Significant environmental effect” is defined very broadly as “a substantial or potentially substantial adverse change in the environment.” (Pub. Resources Code, § 21068; see also CEQA Guidelines, § 15382.) An effect on the environment need not be “momentous” to meet the CEQA test for significance; it is enough that the impacts are “not trivial.” (*No Oil, Inc.*, 13 Cal.3d at 83.) In *Pocket Protectors*, the court explained how expert opinion is considered. The Court limited agencies and courts to weighing the admissibility of the evidence. (*Pocket Protectors*, 124 Cal.App.4th at 935.) In the context of reviewing a negative declaration, “neither the lead agency nor a court may ‘weigh’ conflicting substantial evidence to determine whether an EIR must be prepared in the first instance.” (*Id.*) Where a disagreement arises regarding the validity of a negative declaration, the courts require an EIR. As the Court explained, “[i]t is the function of an EIR, not a negative declaration, to resolve conflicting claims, based on substantial evidence, as to the environmental effects of a project.” (*Id.*)

CEQA requires that an environmental document include a description of the project’s environmental setting or “baseline.” (CEQA Guidelines, § 15063(d)(2).) The CEQA “baseline” is the set of environmental conditions against which to compare a project’s anticipated impacts. (*CBE v. SCAQMD*, 48 Cal.4th at 321.) CEQA Guidelines section 15125(a) states, in pertinent part, that a lead agency’s environmental review under CEQA:

...must include a description of the physical environmental conditions in the vicinity of the project, as they exist at the time [environmental analysis] is commenced, from both a local and regional perspective. This environmental setting will normally constitute the baseline physical conditions by which a Lead Agency determines whether an impact is significant.

(See, *Save Our Peninsula Committee v. County of Monterey* (2001) 87 Cal.App.4th 99, 124-125 [“*Save Our Peninsula*”].)

A threshold of significance may be useful to determine whether an environmental impact normally should be considered significant. (CEQA Guidelines, § 15064.7(a).) “A threshold of significance is an identifiable quantitative, qualitative or performance level of a particular environmental effect, non-compliance with which means the effect will normally be determined to be significant by the agency and compliance with which means the effect normally will be determined to be less than significant.” (*CBE v. California Resources Agency*, 103 Cal.App.4th at 111.)

“A threshold of significance is not conclusive, however, and does not relieve a public agency of the duty to consider the evidence under the fair argument standard.” (*Mejia v. City of*

*Los Angeles* (2005) 130 Cal.App.4th 322, 342; see also *Protect the Historic Amador Waterways v. Amador Water Agency* (2004) 116 Cal.App.4th 1099, 1108-1109; *CBE v. California Resources Agency*, 103 Cal.App.4th at 110-114; CEQA Guidelines, § 15064(b.) A public agency cannot, as the City does here, apply a threshold of significance or regulatory standard “in a way that forecloses the consideration of any other substantial evidence showing there may be a significant effect.” (*CBE v. California Resources Agency*, 103 Cal.App.4th at 114.)

## ANALYSIS

### **I. There is a Fair Argument That the Project May Have Significant Traffic and GHG Impacts Because the Purported Mitigation Measure for VMT is Not Supported by Substantial Evidence and Defies Common Sense.**

The MND’s analysis of the Project’s VMT impacts is not based on substantial evidence because it relies upon entirely unrealistic assumptions about the distance a bike commuter would ride to and from work. The MND would have one believe that by constructing a 300 feet long Tier 1 bike lane down the street from the Project, 32 commuters would no longer drive an average of 34.6 miles to and from work, but would instead **bike 34.6 miles** to and from work. (MND, Appendix, GHD Draft Technical Memorandum, p. 6 (Nov. 19, 2020) (“VMT Memo”).

The MND identifies a threshold of significance for assessing a Project’s VMT-related impacts of requiring a 15 percent reduction in VMT for the Project “compared with current regional VMT generation for similar uses.” (MND, p. 91.) Relying on an analysis conducted by GHD, the MND identifies that the “[c]ountywide average daily VMTs for employees and visitors are 11.7 and 31.3 miles, with an average of 17.4 daily VMT.” (*Id.*) Based on these numbers, the MND states that the “average daily project trip length has been calculated to be 17.3 miles, with a total daily 2,355 VMT.” (*Id.*) The MND identifies a baseline threshold of 1,354 VMT as the VMT level that is 15 percent less than the County’s average VMT. (VMT Memo, p. 4.) Thus, in order to be consistent with the 15 percent reduction from the average VMT threshold, the MND states that the Project must reduce its estimated VMT of 2,355 by 1,001 VMT. (*Id.*)

GHD then recommends a single measure purporting to achieve this dramatic reduction in the Project’s estimated VMT. GHD and the MND state that extending by a mere 300 feet the Class I bike path on Commerce Court, which currently runs past the existing SDG Commerce 330 warehouse, to connect to the northern driveway of the elementary school under construction would reduce the Project’s VMT by 1,119 VMT. (*Id.*, p. 6.) GHD’s rationale for this assertion is based, in part, on an estimate of the number of new bike commuters that would be added to the City’s bike network by the addition of the 300-foot connector lane. GHD estimates the new lane would entice 32 new bike commuters. (*Id.*, p. 18.) GHD then claims that these 32 new bike commuters would take the place of 32 car commuters who otherwise would each have driven 34.6 miles to and from work. (*Id.*)

Assuming GHD’s estimate of 32 new commuters biking to work as a result of constructing the 300-foot bike lane is correct, the car trip lengths that GHD claims those users’ bike trips would replace are preposterous. There is no evidence that the new bike commuters

who would be enticed onto their bikes by the new 300-foot of bike lane would include any car commuter who currently travels 17.3 miles to and from their work. The 17.3 mile figure applied by GHD has nothing to do with the average length of bike commuter trips. Instead, that number is the average trip length for commuters traveling by *automobile* calculated for the project area. (*Id.*, p. 4.)

The average length of a bike commuter trip is much lower than the average length of a commute by car. The California Air Resources Board (“CARB”) has published a quantification methodology to estimate VMT reductions associated with bike facilities. (CARB, Quantification Methodology (Nov. 1, 2019) (attached as Exhibit C).) Equation 22 of that guidance provides a formula for estimating “VMT Reductions for Bicycle Facility or Walkway.” (*Id.*, p. 18.) GHD completely ignores this guidance in its analysis. Putting that aside, CARB’s factors include its expert determination of the average bike trip length to be used in a VMT reduction calculation. CARB pins the “[a]verage length of auto trip replaced” at “1.5 miles for cycling.” (*Id.* See also ITS Report, p. 5. See *id.*, p. 7 (“The trip length factor, L, is based on the average length of bicycle trips taken for any purpose, using the default 1.5-mile average from most recent California Household Travel Survey data”) (attached as Exhibit D).)

Even assuming GHD’s overly simplistic equation is otherwise correct, applying CARB’s 1.5 mile average of auto trip replaced by a bike trip dramatically reduces the MND’s inflated VMT reduction claim. Based on a realistic trip length for bicycles that would use the 300-foot lane, and according to GHD’s truncated equation, the new 300-foot bike lane would only reduce VMT by 97.5 VMT (65 daily commute trips by new bike commuters x 1.5 bicycle trip length). Thus, GHD’s claim that the 300-foot length of bike lane would miraculously remove 1,119 VMTs from Commerce Court is entirely without basis in evidence or common sense. Instead, that modest bike facility would only remove about 97.5 VMT, leaving the Project over 900 VMT short of the 15 percent reduction from the County average necessary to eliminate the Project’s significant transportation impacts. As a result, the MND is inconsistent with the CEQA Guidelines, 14 Cal.Admin Code § 15064.3 which requires that “[a]ny assumptions used to estimate vehicle miles traveled and any revisions to model outputs should be documented and explained in the environmental document prepared for the project.” Moreover, there is a fair argument that the Project may have significant transportation impacts requiring the preparation of a full EIR.

## **II. An EIR is Required because the Project will have Significant Impacts on Biological Resources.**

### **A. THE MND Fails to Adequately Analyze Impacts to Biological Resources Because It Relies Upon an Incomplete Baseline and the Project May Have Adverse Impacts on Numerous Sensitive Species Currently Using the Site or Adjacent Areas.**

On January 23, 2019 and January 5, 2021, Dr. Shawn Smallwood visited the site. (Smallwood Comments, p. 1.) His first-hand observations of wildlife at the site as well as his review of reliable bird sightings reported on eBird demonstrate that the MND relies upon a

truncated list of species present at the site and fails to address impacts on numerous sensitive species that currently use the site. Dr. Smallwood's observations and expert comments are substantial evidence that the Project may have significant biological impacts, including adverse impacts on bald eagles, northern harriers, peregrine falcons, Cooper's hawks, red-tailed hawks, great horned owls, Swainson's hawks, burrowing owls, Nuttall's woodpecker, and other bird species. (*Id.*, p. 2.)

During his brief visit on January 23, 2019, Dr. Smallwood observed a bald eagle flying over and hunting the site and identified a northern harrier and Cooper's hawk foraging on the project site. (Smallwood Comments, pp. 2, 5.) He also observed numerous other bird species. (*Id.*, pp. 2-9.) Many species were not just passing by the site but actively engaged in using the habitat available there. (*Id.*, p. 2.) For example, Dr. Smallwood observed many species spending considerable time at the site and displaying courtship or territorial behaviors indicative of breeding. (*Id.*) Such species included red-winged blackbirds, Say's phoebe, red-tailed hawks, and American kestrels. (*Id.*) He also observed a great-horned owl perched immediately adjacent to the site. (*Id.*)

Dr. Smallwood also has gathered information regarding numerous bird sightings in and around the site that are posted on a web-based service called eBird. (Smallwood Comments, pp. 13-16.) Dr. Smallwood's experience with this service indicates that it is a reliable source of bird sighting information, being based on the observations of reputable birders. (*See id.*, p. 16.) He also points out the limitations of the MND only relying upon the California Natural Diversity Data Base ("CNDDDB") to document the potential presence of wildlife species at and around the Project site. (*Id.*, pp. 11, 16.) Numerous additional sensitive species are identified near the site that are not addressed in the biological report or the MND, including the endangered Willow flycatcher and species of concern including the Oak titmouse, Loggerhead shrike, tricolored blackbirds and many others. (*Id.*, pp. 13-15.)

As a result of the omission of numerous sensitive species using the site and evidence of even more additional species in the immediate vicinity of the site, the MND's evaluation of the project's biological impacts is not supported by substantial evidence. Dr. Smallwood's observations and expert comment is substantial evidence of a fair argument that the project may have an adverse impact on bald eagles, various hawks, and other species currently utilizing the site for courtship, foraging habitat and for movement.

The MND does mention a number of species, including Swainson's hawks and burrowing owls. However, the biological report fails to disclose information that these species have been observed much closer to the project site than is indicated in the MND or the biological report. (Smallwood Comments, p. 16.) For example, the MND indicates that Swainson's hawks and burrowing owls are, respectively, 2.5 and 2.6 miles away from the project site. However, Dr. Smallwood identifies sightings of these two species within 0.2 miles of the site. As he states, this indicates a high likelihood that these species are using this open foraging area as well.

The MND is particularly unreliable regarding its treatment of another species of special concern, the Northern harrier. As Dr. Smallwood explains:

Relying on CNDDDB records, Monk & Associates (2020) claim the nearest northern harrier location was 2.7 miles away. However, not only did I see a northern harrier fly over the project site, but multiple other observers reported northern harrier sightings nearby.

(Smallwood Comments, p. 16.)

Regarding impacts to burrowing owls, the MND improperly downplays potential impacts by claiming that, although the site contains many ground squirrel burrows that are frequently relied upon by burrowing owls, their significance is downplayed because Monk & Associates claims they are of “recent origin.” (Smallwood Comments, p. 12.) Dr. Smallwood, relying on his own studies of burrowing owls, refutes the relevance of the age of ground squirrel burrows to their likely use by burrowing owls. (*Id.*)

Likewise, the MND relies on a claim that because the site was cleared of eucalyptus trees in 2012, that somehow that activity over eight years ago continues to affect the site’s use by wildlife. The MND asserts that “[t]he loss of foraging habitat associated with the project is not considered substantial as the entire project site consisted of a eucalyptus grove until 2012, and thus did not historically provide potential foraging habitat.” (MND, p. 33.) Dr. Smallwood discusses the scientific problems with this assertion, concluding that “[t]he [MND] misleads where it claims that the removal of a eucalyptus grove years ago doomed the occurrence of wildlife species there today.” (Smallwood Comments, p. 12.)

Dr. Smallwood notes the likely presence of bats utilizing the site for foraging and movement. (Smallwood Comments, p. 16.) The MND claims that the Project will not impact bats because the Project site “contains no roosting or nesting habitat because it has no trees, rock faces, structures, or cliffs.” (MND, p. 34.) However, as Dr. Smallwood points out, “Trees surround the site. Bats undoubtedly roost in those trees. The site supports those roosts by providing forage. Night roosts of pallid bat, in particular, are typically located close to forage on open ground.” (Smallwood Comments, p. 16.)

Dr. Smallwood notes that the MND and accompanying biological report fail to provide the information necessary to corroborate the level of effort and adequacy of the reconnaissance level survey done by the City’s consultant. As Dr. Smallwood explains:

Monk & Associates reported no details of their surveys, such as who exactly did the surveys, when they arrived, how long they stayed, and what methods they used. The reporting did not include the most basic information that a wildlife ecologist would need for assessing whether the survey truly met due diligence standards.

(Smallwood Comments, p. 10.) This exacerbates the absence of substantial evidence to justify the MND’s wildlife baseline.

Dr. Smallwood also debunks the MND’s effort to bolster the cursory biological

assessment with a so-called peer review. As Dr. Smallwood notes, no description of the peer-review nor any responses to review comments is provided in the MND and the date of the peer review appears inconsistent with the date of Monk & Associates site visit. (Smallwood Comments, p. 10.)

The evidence of nearby sightings of numerous sensitive species and the flaws in the MND and accompanying biological report identified by Dr. Smallwood support a fair argument that the Project may have adverse impacts on their foraging and movement. For this reason and those discussed above, an EIR must be prepared to address impacts to these many sensitive bird and bat species.

### **B. The Project will have a Significant Impact on Wildlife Movement and Habitat Fragmentation.**

The MND fails to adequately analyze the Project's impact on wildlife movement. Instead, the MND improperly dismisses the Project's potential to impact wildlife movement by claiming there needs to be a "corridor" on the site to effect wildlife movement, that other nearby areas are better movement areas, or otherwise asserting without evidence that this particular large warehouse would not disrupt wildlife movement. As Dr. Smallwood states:

The project would obviously interfere with wildlife movement in the region. Having studied millions of GPS telemetry data from 35 golden eagles tracked since 2013, I noticed a strong avoidance of anthropogenic structures such as warehouses and residential neighborhoods. I assume bald eagles express a similar level of avoidance. If this assumption is true, then the bald eagle I saw fly over the site in 2019 might not do so again since the SDG Commerce 330 warehouse was built. Many other species would continue to fly over the project site despite the neighboring warehouse. I have recorded many observations of animals moving across fields next to warehouses, including red-tailed hawks, peregrine falcons, and many others.

(Smallwood Comments, p. 20.) Dr. Smallwood's direct observations and expert opinion are substantial evidence of a fair argument that the Project may have adverse impacts on wildlife movement at the site and in the vicinity.

### **C. The MND Fails to Analyze the Project's Impacts on Wildlife from Additional Traffic Generated by the Project.**

The MND contains no analysis of the impacts of the Project's added road traffic on special-status species of wildlife, including species such as the California red-legged frog and California tiger salamanders. (Smallwood Comments, p. 20-21.) Regardless of whether these species live on site, these and other special status species must cross roadways that will experience increased traffic volume as a result of the Project. (*Id.*)

As Dr. Smallwood explains, "[i]ncreased use of existing roads will increase wildlife

fatalities....” (*Id.*, p. 20.)

The traffic would effectively extend the project’s footprint well beyond the floor space, as trucks and cars traveling to and from the warehouse will drive over roads and highways that are also crossed by wildlife. On 23 January 2019 I saw two road-killed striped skunks on American Canyon Drive, and on 15 January 2021 I saw a road-killed striped skunk and an opossum killed on the same road—a road likely to be used by trucks and cars servicing the project. California red-legged frogs (*Rana draytonii*), which Monk & Associates (2020) concluded will suffer no impacts because CNDDDB records are lacking west of Highway 29, will cross roads used by vehicles servicing the project. A shortfall of the [MND] is its failure to analyze the impacts of the project’s added road traffic on special-status species of wildlife, including California red-legged frog, California tiger salamander (*Ambystoma californiense*), and American badgers (*Taxidea taxus*) that, regardless of whether they live on the site, must cross roadways that will experience increased traffic volume caused by this project.

(*Id.*) Given the fair argument of a threat to wildlife posed by existing traffic and additional traffic from the Project, as discussed by Dr. Smallwood, an EIR is necessary to evaluate the direct and cumulative impacts of the Project’s vehicle collisions with wildlife.

#### **D. The MND Fails to Analyze the Project’s Impacts from the use of Pest Control Measures.**

The MND does not discuss the potential impact of using pesticides inside and outside of the proposed warehouse. As a wine storage distribution facility, there will likely be steps taken to abate pests. There are many businesses that provide services for controlling stored products pests, perching birds, and rodents and other mammal pests within and around distribution warehouses. (Smallwood, p. 21.) These businesses advertise exclusion strategies and fumigation for stored products pests, glue boards for rodents, and other measures including anticoagulant poisons and acute toxicants. “[T]he use of toxicants can harm non-target wildlife through direct exposure and indirect exposure via predation and scavenging.” (*Id.*) “[P]est control involving toxicants can result in the spread of toxicants beyond the project site.” (*Id.*)

An EIR is needed to analyze the potential impacts of animal damage control associated with the proposed Project. Anticipated animal control strategies at the Project should be detailed, and impacts mitigated.

#### **E. The Project will have Cumulative Impacts on Biological Resources.**

Dr. Smallwood concludes that the Project will have a significant cumulative impact on biological resources. (Smallwood Comments, p. 22.) An EIR is needed to fully analyze and mitigate the Project’s cumulative biological impacts, including not only future projects but the existing impacts as well.

**III. The IS Utilized Unsubstantiated Input and Output Parameters to Estimate Project Emissions.**

**A. The MND fails to explain how the City Calculated the Project's Average Daily Construction Emissions of ROGs and NOx.**

The MND and Appendix B fail to provide sufficient information for a reviewer to understand and corroborate how the average daily emissions during construction were derived. As SWAPE explains, it is entirely unclear where the emissions estimates reported in the MND come from, because the estimates do not match those provided in any of the CalEEMod output files. (SWAPE Comments, pp. 2-3.) The MND provides the Project's emissions estimates in pounds per day. (MND, p. 22.) This indicates that the estimates should have come from either the winter or summer output file. (SWAPE Comments, pp. 2-3.) However, reviewing both the summer and winter output files and the emissions estimates, SWAPE's review could not match either. Insufficient details are provided in the MND either to inform the reader of the full extent of the air pollution and impacts that will result from the Project or how the insignificant determination was calculated and derived. The MND does not disclose a valid average daily emission calculation. For this reason, there is a fair argument that the Project may have significant air quality impacts.

**B. The MND Used Improper Modeling Inputs, Including for Water Use for Parking and Solid Waste Generation.**

Review of the Project's CalEEMod output files also demonstrates that the Project Applicant fails to adequately support substantial reductions in several air quality modelling inputs. In particular, the input for water use rate is decreased by almost 100 percent from the default value of 50,248,312.50 gallons per year ("gpy") to a mere 768 gpy. (SWAPE Comments, p. 8.) However, the Project is estimated to require an average of 142 gallons per day ("gpd") of potable water and 541 gpd of recycled water, resulting in a total daily water demand of 683 gpd or 249,295 gpy. Thus, the model underestimates the Project's total yearly water demand by approximately 239,186 gpy.

SWAPE also points out the lack of justification for the reduction in modeling inputs for solid waste generation by the Project. It is not explained how the Project would have dramatically lower solid waste rates than other typical projects. (SWAPE Comments, pp. 7-8.) Likewise, further corroboration that there would not be any weekend trips occurring at the facility or the lack of any potential for natural gas use by the Project should be further corroborated and explained in the MND. (*Id.*, pp. 5-7.) Lastly, the modelling relies on surface watering and limited vehicle speeds among other BMPs identified by BAAQMD. However, nothing in the MND sets forth these measures as mandatory BMPs or conditions of the Project. (*Id.*, pp. 9-11; MND, p. 23.) Because of the uncertainty resulting from inadequate justifications or miscalculation of annual water use, the MND's reliance on the CalEEMod analysis is not supported by substantial evidence that eliminates a fair argument that the Project may have significant air quality impacts.

**IV. SWAPE’s CalEEMod Modeling Run Indicates a Fair Argument That the Project May Have a Significant Air Quality Impact.**

SWAPE reran the CalEEMod run for the Project adjusting for the deficiencies in the inputs that it identified. (SWAPE Comments, p. 11.) The resulting model result indicates that the Project may exceed the BAAQGM daily emission threshold of 54 lbs/day. This is substantial evidence of a fair argument that the Project may have a significant air quality impact.

**V. The IS Inadequately Evaluates Emissions of Diesel Particulate Matter.**

Diesel particulate matter (“DPM”) is a known human carcinogen. The MND attempts to piggy-back on a health risk assessment performed for the nearby SDG Commerce 330 warehouse. (MND, p. 26.) This effort to borrow the HRA performed for that other project is problematic for a number of reasons.

**A. The HRA Fails to Account for the Fact That the Nearest Sensitive Receptor to the Project’s Emissions is Located Only 500 Feet From the Soil Borrow Site.**

Although the MND notes that there is “one residence about 1,000 feet east of the site (on the Couch property),” this is referring to the site of the proposed warehouse building. (MND, p. 74.) In fact, the closest receptor is only 500-feet from the borrow pit portion of the Project. (*Id.*, p. 77 (Table Noise-4).) For the SDG Commerce 330 project, the sensitive receptor distance was about 900 feet. Because the closest receptor to the Project’s affected area is only 500 feet, a new health risk assessment specific to the Project must be prepared. (SWAPE Comments, pp. 12-14.) Based on the current MND, there remains a fair argument that the Project may have a significant health risk impact on the nearest sensitive receptor.

**B. SWAPE’s Analysis Provides Substantial Evidence of a Fair Argument that the Project may have Significant Health Risk Impacts from its Emissions of Toxic Air Contaminants.**

Based on the limited information provided by the MND, a fair argument exists that the Project may have a significant health risk impact to nearby sensitive receptors. SWAPE has prepared a Level 2 health risk screening assessment (“HRSA”) for the project. BAAQMD recommends a significance threshold of an increased cancer risk of 10 in one million and an increased cumulative cancer risk of 100 in a million from all local sources. Applying the U.S. Environmental Protection Agency’s AERSCREEN model, as recommended by OEHHA and the California Air Pollution Control Officers Association, SWAPE calculates that construction and operation of the Project will result in cancer risks to adults, infants, children and nearby residents over the course of a 30-year residential lifetime of, respectively, 11 in one million, 86 in one million, 73 in one million, and 180 in one million, all in excess of BAAQMD’s threshold. (SWAPE Comment, pp. 14-18.) Based on this substantial screening evidence, a fair argument is present that the Project may have significant health risk impacts on nearby residents.

**VI. There is a Fair Argument That the Project May Have Significant GHG Impacts.**

SWAPE also reviewed the MND’s discussion of the Project’s potential GHG impacts. In addition to the deficiencies in the air modelling discussed above, a number of glaring problems with the analysis demonstrates that a fair argument remains that the Project may have significant GHG impacts.

**A. The MND’s Reliance on the 1,100 MT CO<sub>2</sub>e Per Year Threshold is Only Designed to Achieve the GHG Reductions Required by 2020 and is Insufficient to Align the Project With the State’s 2030 GHG Reduction Targets.**

As the BAAQMD states in its 2017 CEQA guidelines, BAAQMD based its GHG “bright line” significance threshold on the amount of GHG reductions that were necessary in the Bay area to achieve the AB 32 reduction goals by 2020. (BAAQMD CEQA Guidelines, p. D-16 (available at [https://www.baaqmd.gov/~media/files/planning-and-research/ceqa/ceqa\\_guidelines\\_may2017-pdf.pdf?la=en](https://www.baaqmd.gov/~media/files/planning-and-research/ceqa/ceqa_guidelines_may2017-pdf.pdf?la=en).) The threshold referenced in the MND is a bright-line threshold of 1,100 MT CO<sub>2</sub>e. (*Id.*, p. D-21. See SWAPE Comments, pp. 19-20.) That threshold was only intended to ensure compliance with AB 32’s reduction goals required by 2020. (*Id.*) The 2020 GHG reduction goals sought to reduce business as usual GHG emissions to 1990 levels. In 2018, the Air Resources Board established the subsequent GHG reduction goal to reduce 1990 levels by another 40 percent by 2030. (California’s 2017 Climate Change Scoping Plan, Executive Summary (Nov. 2017) (available at [https://ww2.arb.ca.gov/sites/default/files/classic/cc/scopingplan/scoping\\_plan\\_2017\\_es.pdf](https://ww2.arb.ca.gov/sites/default/files/classic/cc/scopingplan/scoping_plan_2017_es.pdf).) That is the current goal with which the Project must ensure consistency order to claim no fair argument of a potential GHG impact.

As SWAPE points out, the Association of Environmental Professionals (“AEP”) has derived a threshold of significance that is consistent with achieving the 2030 GHG reduction goals for projects coming online after 2020. AEP and SWAPE identify a “2030 Land Use Efficiency Threshold” of 2.6 metric tons of CO<sub>2</sub> equivalents per service population per year (“MT CO<sub>2</sub>e/SP/year”) as a threshold of significance necessary for any specific project to be consistent with the 2030 reduction goals. As AEP states:

Once the state has a full plan for 2030 (which is expected in 2017), and then a project with a horizon between 2021 and 2030 should be evaluated based on a threshold using the 2030 target. A more conservative approach would be to apply a 2030 threshold based on SB 32 for any project with a horizon between 2021 and 2030 regardless of the status of the Scoping Plan Update.

(*Final White Paper Beyond 2020 and Newhall: A Field Guide to New CEQA Greenhouse Gas Thresholds and Climate Action Plan Targets for California*, October 18, 2016, p. 40 (available at: [https://califaep.org/docs/AEP-2016\\_Final\\_White\\_Paper.pdf](https://califaep.org/docs/AEP-2016_Final_White_Paper.pdf).)

Applying the Project’s estimate that it will create 50 new jobs, SWAPE calculates the

2030 Land Use Efficiency Threshold for the project to be 11.80 MT CO<sub>2</sub>e/SP/year - well in excess of the calculated significance threshold of 2.6 MT CO<sub>2</sub>e/SP/year. (SWAPE Comments, pp. 20-21.) Based on this substantial evidence, there is a fair argument that the Project may have significant GHG impacts.

**B. The Project's Failure to Reduce its Expected VMT and Its Levels of VMT Per Capita are Evidence of a Fair Argument That the Project May Have Significant GHG Emission Impacts.**

In addition to failing to reduce its VMT by fifteen percent of the Project area average, as discussed above, the MND also is inconsistent with CARB's 2017 Scoping Plan's guidance on evaluating GHG impacts using a Project's VMT per capita calculations. CARB has provided County- and State-based VMT per capita baseline calculations and the necessary per capita reductions necessary to be consistent with the Scoping Plan's GHG reduction targets. (SWAPE Comments, p. 22, n. 44.) SWAPE has applied that guideline to calculate the Project's VMT per capita. (*Id.*, p. 22 & Attachment C.) Using the tables provided by CARB, SWAPE calculates that VMT per capita within Napa County must be reduced to 19.37 in order to be consistent with the 2030 GHG reduction target. (*Id.*, p. 22.) SWAPE calculates the Project's daily VMT per capita to be 33.21, well in excess of the VMT per capita levels necessary to meet the State reduction goals for 2030. (*id.*, p. 22.) As a result, the MND is incorrect in asserting that the Project is consistent with the 2017 Scoping Plan and AB 32. SWAPE's analysis is substantial evidence of a fair argument that the Project may have significant GHG emission impacts.

**CONCLUSION**

For the foregoing reasons, the MND is inadequate and an EIR is required to analyze and mitigate the Project's potentially significant environmental impacts. LIUNA reserves the right to supplement these comments in advance of and during public hearings concerning the Project. *Galante Vineyards v. Monterey Peninsula Water Management Dist.*, 60 Cal. App. 4th 1109, 1121 (1997). Thank you for your attention to these comments.

Sincerely,

A solid black rectangular box redacting the signature of Michael Lozeau.

Michael Lozeau  
Lozeau | Drury LLP

**William He**

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**From:** Neil S. Thompson <nsthompson@stravinski.com>  
**Sent:** Thursday, February 10, 2022 11:14 AM  
**To:** Brent Cooper  
**Cc:** Jason Holley; Bill Ross - External; William He; Peter Stravinski; Steve@landvalueinvestment.com; Brian Doswald; John Wojtas; Stewart Elliott  
**Subject:** RE: [External] SDG 217 Status for Council Meeting

Brent,

This note is to confirm our phone conversation this morning wherein Stravinski Development Group, LLC is requesting six (6) month continuance on the appeal hearing.

Please let me know if you need any additional information.

Neil

Neil Thompson  
 Stravinski Development Group, LLC  
 413 W. Yosemite Ave., Suite 105  
 Madera, CA 93637  
 (559) 674-0906 office  
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**From:** Brent Cooper <bcooper@cityofamericancanyon.org>  
**Sent:** Monday, February 7, 2022 9:47 AM  
**To:** Neil S. Thompson <nsthompson@stravinski.com>  
**Cc:** Jason Holley <jholley@cityofamericancanyon.org>; Bill Ross - External <wross@lawross.com>; William He <whe@cityofamericancanyon.org>  
**Subject:** SDG 217 Status for Council Meeting

Hello Neil,

At the December 7 meeting, the Council continued the SDG 217 appeal for 90 days (to March 7, 2022). The Council will resume the appeal hearing at the March 1<sup>st</sup> meeting. We have a staff report deadline of 2/21 for the upcoming March 1 meeting.

Do you have an update that we can include in the staff report, or would you request an additional continuance (and for how long)?

Many thanks!

**Brent Cooper, AICP**  
**Community Development Director**  
 City of American Canyon | Broadway Street, Suite 201 | American Canyon, CA 94503  
 (707) 647-4335

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**Coronavirus (COVID-19) Update – City Offices Closed, Staff Still At Work**

As a result of the COVID-19 Pandemic, all American Canyon City offices are closed to the public. By modifying services, using social distancing, and offering assistance and service over the phone, we can do our part to minimize COVID-19 exposure to City staff and the public. Paperwork can be sent by mail to 4381 Broadway, Suite 201, American Canyon, CA 94503. For more information on COVID-19 and for Virtual City Hall, visit: <https://www.cityofamericancanyon.org/>

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## TITLE

6th Cycle Housing Element Update Presentation

## RECOMMENDATION

Receive and file 6th Cycle Housing Element Update Presentation.

## CONTACT

Brent Cooper, AICP, Community Development Director

## BACKGROUND & ANALYSIS

Every eight years, the State requires each jurisdiction to update its Housing Element to adequately plan to meet the housing needs of everyone in the community. The State Department of Housing and Community Development (HCD) is responsible for tracking and determining compliance with the state housing law and ultimately certifying each jurisdiction's Housing Element. The City must have an HCD-certified Housing Element to be eligible for certain state funding opportunities.

As with past Housing Element Updates with annual status reports, the 6th Cycle Housing Element Update (HEU) will demonstrate that the City is providing opportunities to provide and develop housing in accordance with state mandates.

### *6th Cycle Housing Element Website*

To provide information and outreach for the HEU, the City as established a Housing Element Update website. The website includes a short video in English and Spanish that explains the Housing Element, upcoming workshops, community surveys and more. The website can be found at this link: <https://bit.ly/3rP5nGu>.

### *2023-2031 Regional Housing Needs Assessment*

A key issue with the HEU is the Regional Housing Needs Assessment (RHNA) allocation. For the upcoming eight years HCD has determined the housing need for the Bay Area Region is 441,176 housing units. The Association of Bay Area Governments (ABAG), using their developed methodology, allocates each city and county jurisdiction in the region with their respective share.

For American Canyon, the RHNA allocation is 446 dwelling units for the next 8-years. The RHNA is divided among four income groups:

- Very Low Income (<50% of Area Median Income): 112 units
- Low Income (50-80% of Area Median Income): 65 units
- Moderate Income (80-120% of Area Median Income): 75 units
- Above Moderate Income (>120% of Area Median Income): 194 units

A chart showing the RHNA Allocation for American Canyon and the other Napa County Jurisdictions is included as Attachment 1.

The City has two RHNA transfer agreements with Napa County that will be included in this HEU. One Agreement from 2010 enabled the City to annex the Watson Ranch property. A second Agreement from 2017 brought additional County funding for the Valley View project. A letter from Napa County Planning, Building, and Environmental Services Director describing the RHNA Transfer process for these two agreements is included as Attachment 2.

Fortunately, the City has planned for future growth with approval of Watson Ranch, the Broadway District Specific Plan, and Oat Hill Homes. Implementation of these projects is anticipated to provide sufficient housing capacity to accommodate the City's RHNA allocation and our obligations under the County RHNA transfer agreements.

#### *Affirmatively Furthering Fair Housing*

In 2018, the California State Legislature passed AB 686 to expand upon fair housing requirements and protections outlined in the Fair Employment and Housing Act (FEHA). The law requires public agencies to address fair housing disparities and patterns of segregation in Housing Element updates prepared on or after January 1, 2021, to foster more inclusive communities.

Consistent with HCD guidance and AB 686, the HEU will analyze fair housing enforcement and outreach, integration and segregation patterns and trends, racially and ethnically concentrated area of poverty, disparities in access to opportunities, and disproportionate housing needs.

#### *Public Outreach*

Cities are required to make a diligent effort to achieve public participation involving all economic segments of the community in the HEU process. To fulfill this requirement, the City will solicit input from community stakeholders and the general public with Planning Commission and City Council workshops and meetings, popup events, a survey, stakeholder interviews, individual meeting requests, and interviews with community organizations. Meetings will be publicized in various media platforms including print, social media, email notification, on the City's website page, and newsletters. The first scheduled workshop will occur at the March 1, 2022 City Council meeting.

#### *Housing Element Schedule*

The schedule requires a draft Housing Element by early Summer 2022. When the draft is ready, it is sent to HCD for review and comment. HCD has 90 days to review the draft and report its findings back to the jurisdiction. After receiving comments, the City addresses the comments and presents

the Housing Element to the Planning Commission and City Council for approval. After the Housing Element is approved, it is submitted to HCD for a second review. HCD has 60 days to review the approved Housing Element. HCD certification is required by January 31, 2023.

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

Organizational Effectiveness: "Deliver exemplary government services."

### **FISCAL IMPACT**

N/A

### **ENVIRONMENTAL REVIEW**

The Housing Element Update will be evaluated consistent with Public Resources Code Section 21000, et seq., the California Environmental Quality Act, ("CEQA).

### **ATTACHMENTS:**

1. [RHNA Table - Napa County](#)
2. [RHNA Letter American Canyon](#)

## Napa County Jurisdiction 6th Cycle Housing Element RHNA

Jurisdiction	Very Low Income (<50% Area Median Income)	Low Income (50-80% Area Median Income)	Moderate Income (80-120% Area Median Income)	Above Moderate Income (>120% Area Median Income)	Total
<b>American Canyon</b>	<b>112</b>	<b>65</b>	<b>75</b>	<b>194</b>	<b>446</b>
Calistoga	31	19	19	50	119
Napa	504	291	319	825	1,939
St Helena	103	59	26	66	254
Yountville	19	11	12	30	72
Unincorporated Napa County	369	213	120	312	1,014
<b>Totals</b>	<b>1,138</b>	<b>658</b>	<b>571</b>	<b>1,477</b>	<b>3,844</b>



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[www.countyofnapa.org](http://www.countyofnapa.org)

David Morrison  
Director

January 27, 2022

Mr. Brent Cooper  
Community Development Director  
City of American Canyon  
City Hall, 4381 Broadway Street  
American Canyon, CA 94503  
By email to: [bcooper@cityofamericancanyon.org](mailto:bcooper@cityofamericancanyon.org)

RE: RHNA Transfer per California Government Code Section 65584.07

Dear Brent,

The County of Napa and the City of American Canyon have entered into contractual agreements in which the City has agreed to accept a portion of the County's Regional Housing Needs Allocation (RHNA) for the 6<sup>th</sup> housing cycle, which commences in 2023. Our first agreement was in 2010 and facilitated annexation of the Town Center/Lower Watson parcels to the City of American Canyon, and our second agreement from 2017 provided \$2,250,000 in County affordable housing funds for the Valley View Senior Homes.

These agreements and a formal request for the transfers must be submitted to the Association of Bay Area Governments (ABAG) in the period between adoption of the final RHNA allocation by ABAG and the deadline for adoption of the Housing Element (January 2023). With adoption of the *Final Regional Housing Needs Allocation (RHNA) Plan: San Francisco Bay Area, 2023-2031*, by ABAG in December 2021, the County is requesting a RHNA transfer pursuant to Government Code Section 66584.07. We are writing to let you know that the County will shortly be submitting the attached transfer request to ABAG based on our agreements.

Because the County has secured transfer agreements with other cities as well as American Canyon, our transfer request will be for fewer units than the total number of units allowed for in our agreements. Specifically, and as shown in Table 1, attached, we will be requesting the transfer of 176 units from the County to the City of American Canyon, rather than 198 as allowed for under our agreements.

I plan to send the County's request to ABAG early next week. Please reach out to me as soon as possible if you have any questions about the County's upcoming request or if you would like to discuss the distribution of units between income categories shown in Table 1. The distribution of units ensures that the County's request is in compliance with Government Code Section 65584.07(a)(3), which requires that the transfer of lower income housing (Very Low + Low Income) units be proportional to the transfer of Moderate + Above Moderate units.

Thank you as always for your partnership.

Respectfully,

A handwritten signature in blue ink, appearing to read "David Morrison".

David Morrison, Director

**Table 1:**  
**County & American Canyon RHNA Transfer Agreements and County Transfer Request**  
*Source: Napa County, January 2022*

	<b>Very Low Income Units</b>	<b>Low Income Units</b>	<b>Moderate Income Units</b>	<b>Above Mod Income Units</b>	<b>Total Units</b>
<b>May 25, 2010 Agreement</b>	46	38	46	56	168 <sup>1</sup>
Requested Transfer <sup>2</sup>	46	38	18	47	149
<b>May 2, 2017 Agreement<sup>3</sup></b>	Not specified	Not specified	Not specified	Not specified	30
Requested Transfer	11	6	2	8	27
<b>Total Requested Transfer<sup>4</sup></b>	57	44	20	55	176
<p><sup>1</sup>Total of prior columns is 186, but the agreement is for the transfer of 168 units.  <sup>2</sup>The May 25, 2010 agreement calls for the City and County to “meet and confer in good faith” on any adjustment to the allocation of units between income categories. The County is proposing to reduce the number of Moderate &amp; Above Moderate units to be transferred to meet the requirements of state law.  <sup>3</sup>No distribution between income categories is specified within the May 2, 2017 agreement in which the parties agree to take all steps necessary to comply with Section 65584.07.  <sup>4</sup>The County is requesting a transfer of 176 units rather than 198 as allowed under the agreements, and a distribution of units such that the Very Low + Low income units in the County’s RHNA are reduced in proportion to Moderate + Above Moderate units consistent with Government Code Section 65584.07(a)(3).</p>					



## City Council Committee Report

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**Meeting Date:** March 1, 2022 **Submitted By:** Pierre R. Washington, City Councilmember

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

***American Canyon State of the City 2022:*** February 23, 2022 attended the State of the City Virtual meeting. Nicely done by City staff and our Developer Terry McGrath.

***Climate Action NOW:*** February 22, 2022, Met with Climate Action NOW group lead Bob Figoni and supporters Naama Brenner-Abramovitch and Margaratt Smeatana and we discussed the goal of the ordinance to migrate from disposables to reusable.

***North Bay Water Reuse Authority (NBWRA):*** February 24, 2022, I attended the NBWRA meeting along with County Supervisor Belia Ramos and we reviewed the Technical Advisory Committee (TAC) History, developed a revised MOU. Discuss how the TAC will function moving forward.

***Climate Action Plan Council Ad Hoc Committee:*** February 17, 2022, Community meeting to discuss citywide planning as it relates to AC Climate Action commitments. Facilitated by Councilmember Mark Joseph. Mark was able to secure a future meeting with a PG&E representative, Sebastian Conn to discuss MCE. According to Mr. Conn, as of late 2021, American Canyon customers have an 86.9% participation rate in MCE service, with 0.6% of customers being enrolled in Deep Green.

Here is an article, courtesy of Linda Brown about an upcoming IPCC installment that puts the “2045?” question to the state’s current policy.

<https://www.scientificamerican.com/article/earth-could-surpass-ability-of-ecosystems-to-recover-from-warming/>

***City of AC & NVUSD 2 by 2:*** February 15, 2022, The City Manager and Councilmember Mark Joseph and I met with NVUSD Leadership and the NVUSD elected Board of Trustees to discuss the Districts needs to sell excess parcels, particularly the old Napa Junction site. Discussed Sublease and Joint Agreement responsibilities between NVUSD & City of AC.

***Napa County Resource Conservation District (RCD):*** February 10, 2022 A Special Board Meeting to further discuss recruiting and on-boarding new Associate Directors with expertise and connections that represent current gaps or weaknesses. Board-Staff interaction and relationships, and increasing the visibility of the District. Discussed recruitment and the need for diversity and inclusion within the RCD Board and associate Board.

The National Association of Conservation Districts highlights Napa RCD’s and NRCS’ support of the Napa Valley Community Forest envisioned by Paul Asmuth at St Helena’s Wastewater Treatment Plant property! Great work everyone!

<https://www.nacdnet.org/2022/02/22/rcd-helping-bring-community-forest-to-life/>

## **Community Events:**

**Veterans of Foreign Wars (VFW), Post 1123**, February 21, 2022, monthly meeting Karl Kreh Vallejo VFW Post 1123 420 Admiral Callaghan Lane, Vallejo, CA 94591. Every 1<sup>st</sup> and 3<sup>rd</sup> Monday

## **Community 1:1's**

**Brad Wagenkneck**, Napa County Supervisor, met to discuss Climate Action NOW awareness on disposables to reusable concept in the restaurant industry locally.

**Belia Ramos**, Napa County Supervisor, met to catch up on city development and my first year on council. We discussed the Climate Action Crisis and awareness on disposables to reusable concept in the restaurant industry locally.

**Buzz Butler**, Developer, met to discuss recent professional burglaries to local businesses and solutions for detergency.

**Terry Hudson**, AC Resident: met to discuss his increased water bill and to arrange an inspection of his utilities. City Manager Jason Holley was very instrumental in identifying the problem for this resident. Thank you Jason!!

**Pastor James Williams**, AC Resident met with him to discuss having him provide the opening prayer for Veterans Day. He accepted, yay!

**Mina Diaz**, Vallejo City Councilmember, met to discuss collaboration on the homelessness problem and outreach programs in our communities.

**Clyde T Gambles**, US Military Veterans Family Service Representative, Mare Island; to discuss outreach to local veterans to educate them about their VA benefits and housing opportunities.

**Tammy Wong, Rose Maldonado**, AC Residents to discuss the City's Community Cat Ad Hoc Committee future agenda.

## **Training & Education:**

**Harassment Training:** I attended and completed the City of AC instructor lead Harassment training provided on November 2, 2021.

## What We Do



## News & Events

Volunteer- MLK Day of Service 2022

SWEEP and Healthy Soils Program  
Virtual Workshops

Volunteer – Community Oak  
Planting Day – Nov 26

Volunteer – Help Collect Local  
Acorns

Napa County Coastal Cleanup 2021

« Older Entries

## Unpaved Road Storm-proofing

Erosion prevention and “storm-proofing” of unpaved roads can have an immediate benefit to stream systems by reducing sediment input. Along with water quality improvements, these practices can also reduce annual maintenance costs.



## Fish Barrier Removal

Human-built structures such as road crossings and dams impact migratory fish species by restricting access to potential spawning and rearing habitat and have led to declines in local salmonid populations. The RCD and our partners are working with private landowners and public agencies to remove or improve these barriers wherever possible.



If you'd like more information about RCD here's a link to sign up for their eNewsletter  
<https://naparc.org/what-we-do/help-farmers-and-ranchers/>

## Carbon Farm Plans

Napa RCD is working with farmers to develop Carbon Farm Plans that identify practices that allow agricultural operations to increase carbon sequestration, reduce greenhouse gas emissions, and quantify climate benefits of implementing practices at the farm scale.



## Irrigation Evaluation

The Napa RCD is currently offering to conduct irrigation assessments for vineyards focused on measuring uniformity of irrigation water applied throughout the vineyard.



AC/DC Local Traffic Safety Zoom Meeting **January 24, 2022** Facilitated by Councilmember Mark Joseph

Speakers:

- AC Police Chief Rick Greenberg

- AC Fired District Chief Mike Cahill
- AAC Public Workers Director Erica Smithies
- Slow Down Napa Joyce Stavert

Meeting Date: **March 1, 2022**

Submitted By: **Mark Joseph, Council member**

Committee Name: **Napa Valley Transportation Authority (NVTA)**

The regular board meeting handled a number of items—most important was agreeing to eliminate the six-lane option for SR29 (something the Council endorsed earlier). We also heard a project update on several issues, including the Soscol Junction Overpass. See [link](#) for the full report.

Then, on February 18 (during horrific traffic congestion!), I attended the **groundbreaking for the new Vine Maintenance Building**. See photo (obviously, I'm trying to compete with Council member Oro's presentation skills!)



Committee Name: **NVUSD 2x2 meeting**

Councilmember Washington and I attended the regular 2x2 meeting with the School District. Most of the meeting was consumed discussing our need for right of way from the District. I believe the City and District can work out something that benefits all of us (including our mutual customers!), but the timing may be a challenge.

Committee Name: **Climate Ad Hoc Committee**

Councilmember Washington and I also attended the Ad Hoc Committee to develop an updated Climate Action Plan. We reviewed a template for the ultimate document as well as heard from Gopal Shanker regarding some of the financial incentives for climate-friendly actions. We will hear from MCE and others at our next meeting. On a similar note, I watched a **webinar on EV charging infrastructure**—good news is, the President's Infrastructure Bill will facilitate a fast-charging structure nationwide (vs. something that would have been obsolete before it was up and running).

Committee Name: **One-on-Ones**

Met with **Ross Hillsheim**, regarding his Circle K/Gas Station project. It is moving along very well; he has plans to add at least 2 EV Charging stations, and has the capacity to expand, as market conditions change. He is also very interested in seeing American Canyon prosper. Met with the **Police Chief** to talk about the Sheriff's High-Speed Chase policy and the department in general. And met with NCOE Trustee **Sindy Biederman**, **Jon Riley** (Central Labor Council) and **Gayle Young** of the Napa Teacher's Union, regarding the pending appeal of the Mayacamas Charter School.



## CITY COUNCIL COMMITTEE REPORT

Committee Name: Community Events and Activities

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Worked on the ***Kiwanis' Crab Feed fund raiser***, ordering supplies and monitoring ticket sales. You can still [order](#) tickets online, until March 4. The online Auction is now [open](#), and on behalf of the Kiwanis, I encourage you to bid high and often! Made it to the Wetlands and enjoyed ***coffee with the Parks Foundation***. It was a beautiful morning—if we're going to have a drought, at least we're getting great weather in exchange! Also stopped by the ***Chamber's Coffee event***—the new version of their Mixers. Attended the monthly meetings of the ***Napa County Central Democratic Committee*** and the ***Napa Valley Democrats***—this month, the topic was gun violence, with ***California Attorney General Rob Bonta*** as one of their speakers. And last, but not least, watched the ***City's State of the City*** Program on You Tube. Looking forward to the Transparency Portal for Finance, as well as trying out the Hybrid Council meetings!