



REGULAR CITY COUNCIL MEETING AGENDA

City Hall - Council Chambers
4381 Broadway St., Suite 201, American Canyon
May 3, 2022
6:30 PM

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

AMENDED AGENDA

The agenda was amended to correct the title on Presentation Item No. 7 and replace Attachments 2 and 3 to Consent Item No. 11.

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 will be conducted both in person at City Hall, 4381 Broadway, Suite 201, and also via Zoom Teleconferencing to promote local, state, and federal guidelines and social distancing recommendations for the containment of the coronavirus. City officials and members of the public are invited to attend the meeting either in person or via teleconference. This meeting will be broadcast live to residents on Napa Valley TV, on our website [here](#) and on YouTube [here](#).

PUBLIC PARTICIPATION

Oral comments, during the meeting: Oral comments can be made in person during the meeting. A Zoom Webinar has been established for public comments made via zoom. To give your public comment via zoom, use the Register to Speak feature of eComments, connect via the below Zoom link and use the “raise your hand” tool, or call into the zoom meeting at 408-638-0968 and press *9 to “raise your hand” when the item is called. To avoid confusion, all hands raised outside of Public Comment periods will be lowered.

Written comments, via eComments: Please submit written comments through the eComments link, located on the Meetings & Agendas page of our website [here](#). Comments will be available to council members in real time. eComments will remain open throughout the meeting. All comments received will be posted online and become part of the meeting record.

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.

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

AMERICANS WITH DISABILITIES ACT: The City Council will provide materials in appropriate alternative formats to comply with the Americans with Disabilities Act. Please send a written

request to City Clerk at 4381 Broadway, Suite 201, American Canyon, CA 94503 or by email to cityclerk@cityofamericancanyon.org. Include your name, address, phone number and brief description of the requested materials, as well as your preferred alternative format or auxiliary aid, at least three calendar days before the meeting.

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

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

5:30 P.M. CLOSED SESSION

- 1. Conference with Real Property Negotiator: Authorized pursuant to Government Code section 54956.8.
Property: APN 058-320-015 (Right of Way at Napa Junction Road)
Agency Negotiator: Jason Holley, City Manager
Negotiating Parties: City of American Canyon and Napa Valley Unified School District
Under Negotiation: Terms of Acquisition of Property**
- 2. 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

- 3. Proclamation recognizing May as Water Safety Month.**
- 4. Proclamation recognizing May as National Bike Month.**
- 5. Proclamation recognizing May 1 - May 7, 2022 as Professional Municipal Clerk's Week.**
- 6. Proclamation recognizing May as Mental Health Awareness Month.**

7. **Receive a presentation from the Napa County Animal Shelter.**

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

8. **Minutes of April 19, 2022**

Recommendation: Approve the minutes of the April 19, 2022 City Council meeting.

9. **Report upon Return from Closed Session - April 19, 2022**

Recommendation: Approve the Report Upon Return from Closed Session for the meeting of April 19, 2022.

10. **AB 481 Military Equipment Ordinance**

Recommendation: Waive second reading, read by title only, and adopt an Ordinance establishing a Military Equipment Use Policy Pursuant to AB 481 for the American Canyon Police Department.

11. **Oat Hill Multifamily Residential Project – Final Maps and Agreements**

Recommendation: Adopt a Resolution taking the following actions in conjunction with the Oat Hill Multifamily Residential Project (“Project”):

1. Approving a two Final Maps to subdivide sub-divide the Property for development of 291 residential units and associated amenities on Parcels A and B and to accept the referenced dedications offered thereon
2. Approving a Subdivision Improvement Agreement for the Project; and
3. Approving a Fee Credit Reimbursement Agreement for the Project

PUBLIC HEARINGS

There are no Public Hearing Items.

BUSINESS

12. **Enhanced Solid Waste Services and Rates (SB 1383)**

Recommendation: Provide direction regarding enhanced solid waste services and rates

required by SB 1383.

13. Award Construction Contract for the Eucalyptus Sidewalk Gap Closure Project (TR19-0400)

Recommendation: Adopt a Resolution taking the following actions in conjunction with the Eucalyptus Sidewalk Gap Closure Project:

1. Increase the Eucalyptus Sidewalk Gap Closure Project Budget (TR19-0400) by \$40,000 to \$315,000;
2. Award a construction contract to FJ & I Engineering, Inc. in the amount of \$219,186; and
3. Authorize the Public Works Director to approve Contract Change Orders in an aggregate amount not to exceed the Project Budget.

14. Residential Recycled Water Delivery Program

Recommendation: Adopt a Resolution authorizing the City Manager to enter into an agreement with American Tank & Water Hauling in the amount not to exceed \$194,000 to administer the Residential Recycled Water Delivery Program.

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.

May 17, 2022

- Water Conservation Urgency Ordinance
- Annual Engineers Report LLAD
- Fiscal Year 22/23 Proposed Budget

June 7, 2022

- SB1383 Rate Increase Notice of Protest Hearing
- National Community Survey

15. City Council Committee Report - Councilmember Mark Joseph

16. City Council Committee Report - Councilmember Pierre Washington

ADJOURNMENT

CERTIFICATION

I, Cherri Walton, CMC, 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.

Cherri Walton, CMC, Deputy City Clerk

CITY OF AMERICAN CANYON PROCLAMATION



May 2022 as Water Safety Month

WHEREAS, we recognize the vital role that swimming and water-related activities play in sustaining good physical and mental health and enhancing the quality of life for all; and

WHEREAS, understanding the essential role that water safety education, following and reinforcing water safety rules, and teaching individuals how to swim is essential in preventing drownings and recreational water-related injuries; and

WHEREAS, according to the Drowning Prevention Foundation, drowning is a leading cause of injury-related deaths among California children ages four and under; and

WHEREAS, acknowledging the contributions made by the recreational water industry, as represented by the organizations involved in the National Water Safety Month Coalition in developing safe swimming facilities, aquatics programs, home pools and spas, and related activities providing healthy places to recreate, learn and grow, and build self-esteem, confidence and a sense of self-worth to the quality of life in our community; and

WHEREAS, the Phillip West Aquatics Center is an authorized provider through the American Red Cross to train our lifeguard staff on how to recognize and respond to aquatic emergencies, and provide high-quality aquatic programming to our community that teaches lifesaving skills; and

NOW, THEREFORE, BE IT PROCLAIMED that I, Leon Garcia, Mayor of the City of American Canyon, proclaim the month of May 2022 as Water Safety Month in American Canyon. I urge all citizens to learn the lifelong skill of swimming, support drowning prevention efforts and participate in aquatics programs offered at the Phillip West Aquatics Center.

Dated: May 3, 2022

Leon Garcia, Mayor

CITY OF AMERICAN CANYON PROCLAMATION



May 2022 as National Bike Month

WHEREAS, the City of American Canyon recognizes May 2022 as National Bike Month which creates an opportunity for our community to celebrate the simple joys of getting outside and riding a bike; and

WHEREAS, bicycling stimulates fun and inspires a healthy and active lifestyle for all ages and skills levels; and

WHEREAS, bicycle riding is an environmentally-friendly form of transportation that increases air quality, reduces air pollution, carbon dioxide, and greenhouse gas emissions that contribute to global climate change; and

WHEREAS, having bikeways are good for the entire community, calming traffic and reducing congestion on roadways creating a safer environment for people walking and children playing; and

WHEREAS, bicycling can help improve mental health by reducing stress, anxiety, and depression, can enhance creativity and productivity; and

WHEREAS, programs like Safe Routes to School, Kidical Mass Event, and Bike to Work and School Day, provide critical opportunities to both educate and encourage members of our community to walk and bike; and

WHEREAS, the City of American Canyon encourages everyone to participate in our Kidical Mass event on Saturday, May 7th, 2022 from 10 am-12 pm in partnership with Napa County Bicycle Coalition, American Canyon Police Department, American Canyon Fire District, and American Canyon Cycling; and

WHEREAS, The City of American Canyon encourages everyone to Bike to Work or School on Friday, May 20th, 2022, and “Pledge to Ride” their bicycle for short trips at least once a week throughout the month of May 2022; and

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Leon Garcia, on behalf of the entire City Council, do hereby proclaim the Month of May as Bike Month and Friday, May 20th, 2022 as Bike to Work and School Day in American Canyon.

Dated: May 3, 2022

Leon Garcia, Mayor

CITY OF AMERICAN CANYON PROCLAMATION



53RD ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK MAY 1 - MAY 7, 2022

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Leon Garcia Mayor of American Canyon, do recognize the week of May 1 through May 7, 2022, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerks, Taresa Geilfuss, City Clerk and Cherri Walton, Deputy City Clerk and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Date: May 3, 2022

Leon Garcia, Mayor

CITY OF AMERICAN CANYON PROCLAMATION



MENTAL HEALTH AWARENESS MONTH MAY 2022

WHEREAS, mental health challenges are one of the most common health conditions in California, affecting one out of six adults and impacting both the person experiencing mental health challenges and those persons who care and love the person facing the challenges; and

WHEREAS, early identification and treatment can make a difference to the millions of adults and youth who suffer from mental illness and can lead to recovery; and

WHEREAS, people face stigma related to mental health and may feel isolated and alone, going years before receiving any help and thus greater public awareness about mental health can change attitudes and behaviors; and

WHEREAS, it is critical that we create a community where everyone feels comfortable seeking support and prioritizing their mental health; and

WHEREAS, a holistic approach that includes prevention, early intervention, and comprehensive services is an effective way to meet the needs of individuals at-risk of or who have a mental illness; and

WHEREAS, we support the shared vision of a community in which anyone affected by mental illness can get the support and care they need to live fulfilling lives; and

WHEREAS, we encourage friends, relatives and people in our community to learn the signs, support someone who is struggling with a mental illness and help them seek help.

NOW, THEREFORE, I, Mayor Leon Garcia, on behalf of the City of American Canyon, do hereby proclaim May, 2022 as Mental Health Awareness Month and call upon every Napa County resident to be an ally to individuals with mental illness and to raise awareness about the support available so that no one feels alone in their struggle.

Date: May 3, 2022

Leon Garcia, Mayor

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

ACTION MINUTES

April 19, 2022

PUBLIC ADDRESS – CLOSED SESSION 4:30 P.M.

4:30 P.M. CLOSED SESSION

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

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

Excused: Vice Mayor Mariam Aboudamous

Absent: None

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

City Attorney William Ross provided an oral report upon return from closed session. Closed session commenced at 4:33 p.m. Two matters were added to Item 2 by a vote of 4-0. Closed session adjourned at 6:28 p.m. A written report will be provided.

PROCLAMATIONS AND PRESENTATIONS

4. Proclamation - Volunteers Week April 18 - 24, 2022

Mayor Garcia announced the proclamation. Nance Matson of the American Canyon Kiwanis accepted the proclamation.

PUBLIC COMMENTS - ITEMS NOT ON THE AGENDA

Mayor Garcia called for public comments. Written comments: Yvonne Lobo. Oral comments: Sherry Tennyson was called to speak; Justin Hamilton Hole was called to speak; Tammy Wong was called to speak. The public comments period was closed.

AGENDA CHANGES

Councilmember David Oro requested that Item 9 be pulled from the Consent Calendar for separate discussion.

CONSENT CALENDAR

Action: Motion approve the Consent Calendar made by Councilmember David Oro, seconded by Councilmember Mark Joseph, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: Vice Mayor Mariam Aboudamous (excused)

5. Minutes of April 5, 2022

Action: Approved the minutes of the April 5, 2022, City Council meeting.

6. Report Upon Return from Closed Session - April 5, 2022

Action: Approved the Report Upon Return from Closed Session for the meeting of April 5, 2022.

7. AB361 In Person and Remote Teleconferenced Meetings - April 19, 2022 - May 19, 2022

Action: Adopted Resolution 2022-29 reaffirming that due to the continuing COVID-19 Pandemic, a local emergency exists, re-ratifying the Proclamation of a State of Emergency by Governor Newsom on March 4, 2020, and authorizing in-person and remote teleconferenced meetings of legislative and advisory bodies of the City of American Canyon for the period of April 19, 2022 to May 19, 2022 pursuant to the Ralph M. Brown Act.

8. Amendment 18 to NCFWCWCD Agreement (AOO Claim)

Action: Adopted Resolution 2022-30 taking the following actions in conjunction with the Napa County Flood Control Water Conservation District: Authorizing the City Manager to execute Amendment 18 (Agreement 2022-41) to the Contract for Water Supply with Napa County Flood Control and Water Conservation District ("District") (District Agreement No. 423); and authorizing the District to pursue determination of the District's rights under the Area of Origin Settlement Agreement and Article 45 of the State Water Supply Agreement and determining the actions authorized by this action are exempt from CEQA.

9. Home2Suites Fair Share Reimbursement Agreement

Item 9 was pulled from the Consent Calendar and considered separately. Public Works Director Erica Ahman Smithies and Community Development Director Brent Cooper addressed council questions on this item.

Action: Motion to adopt Resolution 2202-31 of the City Council of the City of American Canyon, California authorizing a reimbursement agreement with Napa Valley Hospitality, LLC at 3701 Main Street, APN 057-072-002 in the amount of \$348,908 for proportional

over-sizing of conditioned improvements for the proposed Home2Suites Hotel (File No. PL19-0023) made by Councilmember David Oro, seconded by Councilmember Pierre Washington, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: Mariam Aboudamous (excused)

PUBLIC HEARINGS

10. Water Conservation Plan Ordinance - Continuation

Action: Motion to continue the first reading of the Water Conservation Plan Ordinance to a future agenda made by Councilmember David Oro, seconded by Councilmember Pierre Washington, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: Vice Mayor Mariam Aboudamous (excused)

BUSINESS

11. 2021 Annual Communications Report

Council received a staff report from Communications Manager Jen Kansanback, Police Chief Rick Greenberg, Police Lieutenant Kyle Eddelman, ACPD Public Information Officer Laura Provencher, and Shelby Corey with Tripepi Smith consultants Kaylee Cummings, Kayla Cao, Karen Villasenor and Jon Barilone. Mayor Garcia called for public comments. Written comments: none. Oral comments: none. The public comments period was closed.

Action: Council received and filed the Annual Communications Report for 2021.

12. AB 481 Military Equipment Ordinance - First Reading

Council received a staff report from Police Chief Rick Greenberg. Mayor Garcia called for public comments. Written comments: none. Oral comments: none. The public comments period was closed.

Action: Motion to adopt first reading of an Ordinance to establish a Military Equipment Use Policy for the American Canyon Police Department made by Councilmember Pierre Washington, seconded by Councilmember David Oro, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: Vice Mayor Mariam Aboudamous (excused)

13. Urban Limit Line Overview and Draft Comprehensive General Plan Update CEQA Notice of Preparation

Council received a staff report from Community Development Director Brent Cooper. Mayor Garcia called for public comments. Written comments: none. Oral comments: none. The public comments period was closed.

Action: Council received and filed a report on Urban Limit Line Overview and provided comments on the Draft Comprehensive General Plan Update CEQA Notice of Preparation.

MANAGEMENT AND STAFF ORAL REPORTS

Management and staff provided oral updates to the Council and community on items of community interest.

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

Councilmembers commented on their Committee Reports.

Future agenda items:

Action: Motion to add to a review of Key Performance Indexes on May 17, 2022, made by Councilmember Mark Joseph, seconded by Councilmember Pierre Washington, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: Vice Mayor Mariam Aboudamous

ADJOURNMENT

The meeting was adjourned at 9:54 p.m.

CERTIFICATION

Respectfully Submitted,

Taresa Geilfuss, City Clerk

William D. Ross
David Schwarz
Kypros G. Hostetter

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File No: 199/6

April 28, 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; April 19, 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 April 19, 2022 Regular Council Meeting, consistent with Government Code Section 54957.1.

After convening in Open Session at 4:33 p.m. and ascertaining that there were no public comments on the agendaized Closed Session matters, your Council adjourned to Closed Session at 4:33 p.m.

There were three matters agendaized for City Closed Session consideration.¹

1. Conference with Labor Negotiators: Authorized Pursuant to Government Code Section 54957.6
Agency Designated Representatives: City Manager Jason Holley and Labor Counsel Sloan, Sakai, Yeung & Wong LLP
Employee Organization: Teamsters

¹ Council, upon direction from the City Manager and City Attorney, unanimously (4-0) added two additional matters for consideration under Closed Session Agenda Item No. 2.

The Honorable Leon Garcia, Mayor
and Members of the City Council
April 28, 2022
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2. Conference with Legal Counsel – Anticipated Litigation
Pursuant to Government Code Section 54956.9(d)(2)
Four Matters, as Supplemented

3. Conference with Real Property Negotiator: Authorized Pursuant to
Government Code Section 54956.8
Property: APN 058-320-015 (Right-of-Way at Napa Junction Road)
Agency Negotiator: Jason Holley, City Manager
Negotiating Parties: City of American Canyon and Napa Valley
Unified School District
Under Negotiation: Terms of Acquisition of Property

With respect to Closed Session Agenda Item No. 1., there was no reportable action under the provisions of Government Code Section 54957.6.

With respect to Closed Session Agenda Item No. 2., for two of the matters considered, there was no reportable action under the provisions of Government Code Section 54956.9(d)(2).

With respect to an additional matter of anticipated litigation under Closed Session Agenda Item No. 2, there was reportable Council action in the form of unanimous direction (4-0) to terminate the Tolling Agreement between the County of Napa, the Napa County Airport Land Use Commission and RH Hess Development with respect to litigation concerning City approval of the Oat Hill Residential Project.

Also, with respect to an additional matter of anticipated litigation under Closed Session Agenda Item No. 2., there was further reportable action in the form of no action by the Council concerning the option to extend the current Agreement for Legal Services with Special Counsel, Michael Durkee for the City and AC-1, LLC concerning issues associated with the Watson Ranch Project.

With respect to Closed Session Agenda Item No. 3., although Council direction was given, that Council direction is not reportable consistent with the provisions of Government Code Section 54956.8 and the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(2).

The Closed Session concluded at 6:28 p.m., where it was indicated that a written report upon return consistent with Government Code Section 54957.1, would be prepared.

This communication should be reviewed under the Consent portion of the Agenda of your next Regular or Special City Council Meeting.

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The Honorable Leon Garcia, Mayor
and Members of the City Council
April 28, 2022
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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".

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



TITLE

AB 481 Military Equipment Ordinance

RECOMMENDATION

Waive second reading, read by title only, and adopt an Ordinance establishing a Military Equipment Use Policy Pursuant to AB 481 for the American Canyon Police Department.

CONTACT

Rick Greenberg, Chief of Police

BACKGROUND & ANALYSIS

Assembly Bill Number 481 (AB 481), codified at Government Code sections 7070 through 7075, requires the American Canyon Police Department (ACPD) to obtain approval from City Council of its military equipment use policy by ordinance by April 30, 2022, in order to continue the use of this previously acquired equipment effective May 1, 2022.

The term "military equipment", as used in AB 481, does not necessarily indicate equipment used by the military. Items deemed to be "military equipment" include, but are not limited to, unmanned aerial or ground vehicles, armored vehicles, command and control vehicles, pepper balls, less lethal shotguns, less lethal 40mm projectile launchers, long range acoustic devices, and flashbangs. The list of items considered "military equipment" by AB 481 are employed by many law enforcement agencies across the country as best practices to enhance citizen and officer safety.

Provided as an attachment is the inventory list of military equipment that the Napa County Sheriff Department (NSD) maintains. Also attached is the ACPD and NSD's military Equipment use policy. The use of the military equipment identified on the inventory list is vital to ACPD's mission and will continue to be strictly regulated through internal processes and oversight.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

The cost of the current equipment is included in the existing contract with the Napa County Sheriff

Department.

ENVIRONMENTAL REVIEW

None.

ATTACHMENTS:

1. [AB481 Equipment list](#)
2. [Military Equipment Policy](#)
3. [Ordinance AB481 military equipment](#)



Commitment to
Community

NAPA COUNTY OFFICE OF SHERIFF-CORONER

1535 AIRPORT BOULEVARD
NAPA, CALIFORNIA 94558-6292
(707) 253-4501

OSCAR ORTIZ
Sheriff - Coroner

Napa County Sheriff

AB 481 Equipment Report

April 2022



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Considerations:

The AB481-reportable equipment inventory sheets contained within this document were compiled near year-end 2021 and new-year 2022.

With respect to costs, funding, annual upkeep expenses and estimated effective lifespan, every effort has been made to be as accurate as possible while at the same time acknowledging that many factors directly affecting those aforementioned values are unpredictable.

Costs associated with the following items represent the best estimates at the time this document was prepared. Many of these items are not purchased from manufacturers, but from dealers, who adjust costs in accordance with market factors beyond the predictive abilities or control of Napa SO.

Due to the unpredictable nature of the law enforcement profession, many of the item estimated upkeep costs and effective lifespans are best estimates and may vary greatly on a year-to-year basis, due to the availability of training, type of operational incidents or other factors.

“Annual Allocation” refers to the quantity needed “on hand” over the course of a calendar year to meet all reasonably-anticipated operational and training needs. Some items may be carried over in inventory year to year depending on operational/training tempo.

With respect to terminology, “expendable equipment” items are items that typically have a one-time use and then cannot be used again, such as chemical agents or smoke grenades.

In an effort to be as efficient as possible, many items, both “expendable” and otherwise have operational applications across a diverse set of the Sheriff’s Office missions. For example, “40mm launcher (single and multi-shot capability)” is an item that is utilized by Patrol, SWAT, Mobile Field Force and other auxiliary assignments. The cost and unit allocation estimates that state “across all divisions” represents the best estimation of the requirements for those items to fill all needs for the Sheriff’s Office.

Additionally, there are costs for non-AB481 equipment that are intrinsically tied to the costs for the following items. For example, slings, carrying cases, magazines, sighting systems, flashlights, cleaning supplies, batteries and other non-AB481 reportable items are not included in the cost estimations, unit allocation or upkeep portions of this report.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

It should also be noted that the legislature has designated these items as “military equipment”. While the military may use some of the same equipment, the Sheriff’s Office (SO) deems all of this equipment as law enforcement equipment. Much the same as the military using handcuffs, there are items in common. The manner and reason they are used is significantly different.

For many years, this office has also displayed and offered education about our equipment and why we use it. The vast majority of equipment on this list was approved for funding through the County of Napa. From our Citizen’s Academy to National Night Out, we have always been open for discussion and education.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

12-Gauge Muzzle Bang/Launching Cartridge (1370 Launching Cup)

Description:

The 12-Gauge Muzzle Bang / Launching Cartridge incorporates an opaque shell and utilizes black powder as the propellant. It has the ability to be used alone as a Muzzle Bang for crowd management during riotous behavior as well as tactical deployment situations against or for propelling grenades (Chemical Agent/Smoke) when using the 1370 Launching Cup.

Purpose & Use:

The 12-Gauge Muzzle Bang / Launching Cartridge used alone produces 170 dB of sound output. It is designed to be aimed at the floor or wall at a 45° angle. This round should not be direct fired at personnel. It is used as a crowd management tool in crowd control situations as a means of warning, intimidation or diversion. It may be deployed in the air over crowds or to the side for dissuading movement in a given direction. It may also be deployed to the far side of buildings to divert the attention away from an approach or entry. We have this equipment for a worst case scenario when lives or property is threatened by hostile intentions.

Launching Cartridge application: The 12-Gauge Muzzle Bang / Launching Cartridge used in conjunction with the 1370 Launching Cup provides the operator with the ability of projecting the Pocket Tactical family of hand delivered grenades. The use of the Launching Cup will project the grenades further than can be hand delivered. This increases the distance between law enforcement and crowds, reducing the chance for injuries to both parties.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$7/ea. Annual estimated training and operational allocation of approximately 300 units.

Training Requirements:

Deputies must successfully complete department-approved training to be authorized to use the 12-Gauge Muzzle Bang / Launching Cartridge.

Compliance Protocols:

Use of the 12-Gauge Muzzle Bang / Launching Cartridge shall conform to all relevant SO policies, including but not limited to SO Policy 302.9, 404, 407 and 431.

Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:

SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

40 mm launcher (single and multi-shot capability)

Description:

The 40 mm less lethal launcher is device that has the ability to shoot multiple types of 40 mm projectiles.

Purpose & Use:

A 40 mm launcher is used to deploy less lethal munitions and chemical agents for a variety of missions. Specifically, this launcher has been used effectively to stop aggression from lethal force, open windows for viewing, and de-escalate situations.

Cost & Quantity Allocation:

This piece of equipment has no unique or temporary funding source. Unit cost of \$800. Annual estimated training and operational allocation of approximately 30 units across all divisions. Estimated effective lifespan 10+ years.

SWAT procedural rules that govern use:

The 40 mm launcher shall be used by SWAT team members under the direction of the SWAT team Commander.

Training Requirements:

Must complete annual SWAT firearms qualification and regularly required refresher training.

Compliance Protocols:

Use of the 40 mm launcher shall conform to all relevant SO policies, including but not limited to SO Policy 300,302,303,305,404, as well as all local, state and federal use of force laws.

Public complaint procedures:

SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

40MM Muzzle Blast Round

Description:

The 40mm Muzzle Blast Rounds incorporate an aluminum shell and utilize smokeless powder as the propellant. The 40mm Muzzle Blast Rounds are designed to deliver chemical agents in the immediate area (30 feet) of the grenadier. The 40mm Muzzle Blast Round is available in OC (Oleoresin Capsicum) or CS (Chlorobenzylidenemalononitrile). 40mm Muzzle Blast is deployed from a 40mm launcher.

Purpose & Use:

The 40mm Muzzle Blast Rounds are normally used as a crowd management solution for the immediate and close deployment of chemical agent in crowd control management during riotous behavior. However, it has proven successful during tactical operations. As a pain compliance round for riot management, the 40mm Muzzle Blast Rounds are a device for deploying chemical laden powder at close ranges for indoor or outdoor operations. The 40mm Muzzle Blast provides instantaneous emission of chemical agent directly at or on riotous, non-compliant subjects close to the police line or within confined spaces. As a tactical round, the Muzzle Blast Rounds have been used in operations such as barricaded subjects, room clearing, space denial, and a means of contaminating crawl spaces and attics. The purpose of the Muzzle Blast Round is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$28.00. Annual estimated training and operational allocation of approximately 10 units.

Training Requirements:

Deputies must successfully complete department-approved training to be authorized to use the 40mm Muzzle Blast Rounds.

Compliance Protocols:

Use of the 40mm Muzzle Blast Rounds shall conform to all relevant NSO policies, including but not limited to NSO Policy 404, 407 and 431. Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

NONEL (NONELECTIC DELAY DETONATOR) –Various lengths of orange shock tube

Description:

NONEL nonelectric delay detonator consist of a length of orange shock tube with a High Strength detonator attached to one end. They are available in various lengths.

Purpose & Use:

Nonel is an energetic material component in explosive breaching charge construction. Explosive breaching is surgical and often offers a safer method of opening doors. Specifically, some doors are unable to be opened by mechanical breaching in a timely manner putting a greater risk to loss of life.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$10/ea. Annual estimated training and operational allocation of approximately 700 units across all divisions.

SWAT procedural rules that govern use:

Nonel shall be handled only by Explosive Breaching trained deputies or under their direct supervision and direction while constructing explosive breaching charges. Grain weights, measurement lengths and all calculations shall be verified by a trained Explosive Breacher. All Nonel shall be stored in compliance with ATF regulations and handled in accordance with best practices as established by Explosive Breaching training standards.

Training Requirements:

Deputies must successfully complete FETT Basic/Intermediate or higher-level Explosive Breacher Course. Must complete required FETT Explosive Breacher re-certification courses at regularly required intervals.

Must maintain compliance with local, state and federal storage, transportation and handling regulations.

Compliance Protocols:

Use of Nonel as part of SWAT Operations shall conform to all relevant NSO policies, including but not limited to SO Policy 404, 407, 408 as well as all local, state and federal use of force legislation.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Armor Piercing (AP) projectiles (various calibers)

Description:

AP rounds is designed to penetrate through hardened material that other rounds are unable to.

Purpose & Use:

For the designated marksman (DM) to have the capability to stop various types of vehicles and penetrate harden objects.

Cost & Quantity Allocation:

This expendable piece of equipment has no unique or temporary funding source. Unit cost of \$2.50/round. Annual estimated training and operational allocation of approximately 500 units.

SWAT procedural rules that govern use:

AP rounds shall be used by SWAT team members under the direction of the SWAT team Commander.

Use of AP rounds shall conform to all relevant local, state and federal use of force legislation.

Training Requirements:

Must complete annual SWAT rifle qualification and regularly required firearms training.

Compliance Protocols:

Use of the AP round shall conform to all relevant NSO policies, including but not limited to SO Policy 305,404

Public complaint procedures:

Napa SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

BALLISTIC BREACHING ROUND (HOLLOW POINT CUTTER ROUND)

Description:

The Ballistic Breaching Cutter Round is designed to work in correlation with a Ballistic Breaching Shot gun. The Ballistic Breaching Cutter Round is encased in a 12-gauge shotgun casing and usually consists of a hardened steel slug.

Purpose & Use:

A Ballistic Breaching Cutter Round is a shotgun shell specially made to be fired through hardened barriers, cut through concrete re-bar, penetrate security glass, car doors and punch into automotive engine blocks. These rounds may be used when the option of mechanical breaching would be ineffective.

Cost & Quantity Allocation:

This expendable piece of equipment has no unique or temporary funding source. Unit cost of \$30/box. Annual estimated training and operational allocation of approximately 5 units.

SWAT procedural rules that govern use:

The Ballistic Breaching Cutter Round shall be handled only by ballistic breaching trained deputies or under their direct supervision and direction. The firearm shall be handled in accordance with best practices as established by ballistic breaching standards.

Training Requirements:

Deputies must successfully complete a basic or higher-level Ballistic Breaching Course taught by an appropriate training company.

Must maintain compliance with local, state and federal use of force requirements.

Compliance Protocols:

Use of the Ballistic Breaching Round or Slug as part of SWAT Operations shall conform to all relevant SO policies, including but not limited to SO Policy 404, 407, 408.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

BALLISTIC BREACHING ROUND (various material components)

Description:

The Ballistic Breaching Round is designed to work in correlation with a Ballistic Breaching Shotgun. The Ballistic Breaching Round is encased in a 12-gauge shotgun casing and usually consists a variety of different materials allows for versatility of use based on target analysis.

Purpose & Use:

When properly utilized for a ballistic breaching task, it is designed to impact and structurally weaken the object it hits (thereby weakening the structure enough to allow successful tactical breaching) and then disperse into a relatively harmless powder. This round is used as an option to optimize mechanical breaching depending on the construction of the door.

Cost & Quantity Allocation:

This expendable piece of equipment has no unique or temporary funding source. Unit cost of \$25/box. Annual estimated training and operational allocation of approximately 10 units.

SWAT procedural rules that govern use:

The Ballistic Breaching Round or Slug shall be handled only by ballistic breaching trained deputies or under their direct supervision and direction. They shall be handled in accordance with best practices as established by ballistic breaching standards.

Training Requirements:

Deputies must successfully complete a basic or higher-level Ballistic Breaching Course. Must maintain compliance with local, state and federal use of force requirements.

Compliance Protocols:

Use of the Ballistic Breaching Round or Slug as part of SWAT Operations shall conform to all relevant SO policies, including but not limited to SO Policy 404, 407, 408.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

BALLISTIC BREACHING SHOTGUN

Description:

A short-barrel pistol-gripped 12-gauge pump action shotgun that has been modified to best perform ballistic breaching tasks. The breaching shotgun is designed to work in correlation with specific breaching rounds or slugs.

Purpose & Use:

When it is properly employed, a breaching shotgun can provide teams with safe and fast door breaching. Ballistic breach may also be employed to breach non-traditional barriers. This shotgun offers a reliable platform for entry into denied areas when unknown doors or barriers are encountered. It can also be used in a planned event when the construction of the door requires more than mechanical breaching.

Cost & Quantity Allocation:

This piece of equipment has no unique or temporary funding source. Unit cost of \$800/ea. Annual estimated training and operational allocation of approximately 2 units. Annual estimated upkeep costs dependent on rounds fired and preventative maintenance. Estimated effective lifespan 10+ years.

SWAT procedural rules that govern use:

The Breaching Shotgun shall be handled only by ballistic breaching trained deputies or under their direct supervision and direction. The firearm shall be handled in accordance with best practices as established by ballistic breaching standards.

Training Requirements:

Deputies must successfully complete a basic or higher-level Ballistic Breaching Course and receive regular refresher training.
Must maintain compliance with local, state and federal use of force requirements.

Compliance Protocols:

Use of the Ballistic Breaching Shotgun as part of SWAT Operations shall conform to all relevant SO policies, including but not limited to SO Policy 404, 407, 408.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

12-Gauge-Drag-Stabilized Munition

Description:

The 12-Gauge Drag Stabilized Munition is comprised of a translucent 12-Gauge shell loaded with a 40 gram, tear shaped bag made from a cotton and ballistic material blend and filled with #9 shot. The rounds are also available as green marking powder.

Purpose & Use:

12-Gauge Drag Stabilized Munition is a point-of-aim, point-of-impact, direct-fire munition that is most commonly used in situations where greater accuracy and deliverable energy is desired for the incapacitation of an aggressive, non-complaint subject at longer distances. These are considered Less Lethal Impact Munitions (LLIM). The munition is deployed from a designated and clearly marked less lethal 12-gauge shotgun.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$7.00. Annual estimated training and operational allocation of approximately 250 units.

Training Requirements:

Deputies must successfully complete department-approved training to be able to use 12-Gauge Drag Stabilized Munitions.

Compliance Protocols:

Use of 12-Gauge Drag Stabilized Munitions shall conform to all relevant SO policies, including but not limited to SO Policy 302.9, 404, 407 and 431.

Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Chemical Agents- handheld delivered grenade devices

Description:

The Chemical Agents handheld grenade devices utilizes an M201A1 Fuze with enclosed canister that come in a variety of sizes, configurations and irritant payloads. In the OC (Oleoresin Capsicum) or CS (Chlorobenzylidenemalononitrile) configurations, pelletized chemical agent is discharged through a gas port(s) from the canister.

Purpose & Use:

Chemical Agents handheld grenade devices can be used to conceal tactical movement. They can be used in crowd control management during riotous behavior as well as tactical deployment situations to detect and/or dislodge barricaded subjects. The purpose of Chemical Agents handheld grenade devices is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The different configurations allows for indoor or outdoor deployments.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$45. Annual estimated training and operational allocation of approximately 15 units.

Training Requirements:

Deputies must successfully complete department-approved training to be authorized to use Chemical Agents handheld grenade devices.

Compliance Protocols:

Use of Chemical Agents handheld grenade devices shall conform to all relevant SO policies, including but not limited to SO Policy 404, 407 and 431. Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

DETONATING CORD (DET CORD) (AKA – PRIMACORD) –Various grain weights per linear foot

Description:

PRIMACORD detonating cords (Det Cord) are flexible linear explosives with a core of PETN explosive encased in a textile outer jacket. They are available in various grain weights per linear foot.

Purpose & Use:

PRIMACORD is an energetic material component in explosive breaching charge construction. Explosive breaching is surgical and often offers a safer method of opening doors. Specifically, many commercial doors are unable to be opened by mechanical breaching in a timely manner putting a greater risk to loss of life.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$0.60/linear foot. Annual estimated training and operational allocation of approximately 4000 linear feet across all divisions.

SWAT procedural rules that govern use:

Det Cord shall be handled only by Explosive Breaching trained deputies or under their direct supervision and direction while constructing explosive breaching charges. Grain weights, measurement lengths and all calculations shall be verified by a trained Explosive Breacher. All Det Cord shall be stored in compliance with ATF regulations and handled in accordance with best practices as established by Explosive Breaching training standards.

Training Requirements:

Deputies must successfully complete FETT Basic/Intermediate or higher-level Explosive Breacher Course. Must complete required FETT Explosive Breacher re-certification courses at regularly required intervals.

Must maintain compliance with local, state and federal storage, transportation and handling regulations.

Compliance Protocols:

Use of Det Cord as part of SWAT Operations shall conform to all relevant SO policies, including but not limited to SO Policy 404, 407, 408 as well as all local, state and federal use of force legislation.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Exact/Direct Impact 40MM Sponge Munitions

Description:

The Exact Impact 40 MM Sponge Munition is a lightweight, high-speed projectile consisting of a plastic body and sponge nose. The round utilizes smokeless powder as the propellant, and, therefore, have velocities that are extremely consistent.

The Direct Impact 40 MM Foam Munition is a lightweight projectile that consists of a plastic body and a crushable foam nose that contains a powder payload. This payload area can hold inert, marking, OC (Oleoresin Capsicum) or CS (Chlorobenzylidenemalononitrile) powder. The crushable foam nose dissipates energy upon impact while releasing the powder payload. The munition is deployed from a 40mm launcher.

Purpose & Use:

The Exact Impact 40 MM Sponge Munition and the Direct Impact 40 MM Foam Round is a point-of-aim, point-of-impact, direct-fire munition that is most commonly used in situations where greater accuracy and deliverable energy is desired for the incapacitation of an aggressive, non-complaint subject at longer distances. These are considered Less Lethal Impact Munitions (LLIM).

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$25. Annual estimated training and operational allocation of approximately 40 units.

Training Requirements:

Deputies must successfully complete department-approved training to be authorized to use the Exact Impact 40 MM Sponge munition and the Direct Impact 40 MM Foam munition.

Compliance Protocols:

Use of the Exact Impact 40 MM Sponge munition and the Direct Impact 40 MM Foam munition shall conform to all relevant SO policies, including but not limited to SO Policy 302.9, 404, 407 and 431.

Must maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Ferret Round-40MM

Description:

The Ferret 40mm Round is a frangible projectile filled with chemical agent. It is designed to deliver chemical agents in barricade situations from a 40mm launcher. It is available with either liquid or powder carrier for the agent. The payload can hold OC (Oleoresin Capsicum) or CS (Chlorobenzylidenemalononitrile). Spin stabilization from barrel rifling affords maximum stand-off distance and accuracy for safety.

Purpose & Use:

The Ferret 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of the structure or vehicle. It is primarily used to dislodge barricaded subjects from very small confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$27. Annual estimated training and operational allocation of approximately 20 units.

Training Requirements:

Deputies must successfully complete department-approved training to be authorized to use the Ferret 40mm Round.

Compliance Protocols:

Use of the Ferret 40mm Round shall conform to all relevant SO policies, including but not limited to SO Policy 404, 407 and 431.

Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Noise/Flash Diversionary Device (NFDD AKA – Flashbangs) – 12 gram and 4 gram

Description:

NFDD utilizes an M201A1 type fuze with Hex design steel body. The bodies are reloadable and are reusable up to 25 times. The charges are available in full 12 gram loads, or 4 gram training charges.

Purpose & Use:

NFDD's are used to distract suspects during high risk operations.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$40/ea. Annual estimated training and operational allocation of approximately 50 units.

SWAT procedural rules that govern use:

NFDD's shall only be handled by trained deputies. Charges for the NFDD's will be installed by trained deputies. All devices shall be stored in compliance with ATF regulations and handled in accordance with best practices as established by NFDD training standards.

Training Requirements:

Certified instructors must complete certification every four years. Deputies must complete training to use NFDD from certified instructors prior to deployment, and receive annual instruction on deployment and use.

Compliance Protocols:

Use of NFDD as part of SWAT Operations shall conform to all relevant SO policies, including but not limited to SO Policy 404, 407, 408.

Must also maintain compliance with local, state and federal storage, transportation and handling regulations, as well as all local, state and federal use of force legislation.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Infrared laser (IR) designator (various configurations)

Description:

Infrared Laser signaling device.

Purpose & Use:

IR laser is used as a “laser pointer” style pointing device that can be seen through night vision and has the capability of attaching to a weapon system. IR lasers are not visible to the naked human eye. Marking or targeting locations with this system improves communication and lowers confusion.

Cost & Quantity Allocation:

This piece of equipment has no unique or temporary funding source. Unit cost of \$2000. Annual estimated training and operational allocation of approximately 4 units. Estimated annual upkeep costs dependent on warranty coverage and routine/preventative maintenance. Estimated lifespan 5+ years.

SWAT procedural rules that govern use:

IR laser device shall be used by SWAT team members under the direction of the SWAT team Commander.

Use of the IR Laser designator shall conform to all relevant local, state and federal use of force legislation.

Training Requirements:

Show proficiency in manipulation and annual qualification.

Compliance Protocols:

Use of the IR laser designator shall conform to all relevant SO policies, including but not limited to SO Policy 305,404

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

LENCO BEARCAT G3 ARMORED VEHICLE

Description

Off road and rural mission armored vehicle, seats 10-12 fully equipped officers, open floor plan that allows for rescue of downed personnel.

Purpose and Use

Armored vehicle system in a rugged off-road platform to provide enhanced off-road performance which allows for emergency response in rural regions and natural disasters scenarios for a variety of missions where standard armored SWAT vehicles would experience challenges. Optionally equipped with ram, "ramcam" that can penetrate a wall to allow live video feed inside a structure, technology meshing to allow the use of advanced technologies on scene, and all steel construction. Having the ability to safely approach areas of concern increases the ability of members of this office to conduct rescues or isolate violent offenders.

Cost & Quantity Allocation:

This equipment has no unique or temporary funding source. Unit cost of \$400,000/vehicle. Annual upkeep costs dependent on mileage, fuel, preventative maintenance. Annual estimated training and operational allocation of approximately 1 unit. Estimated effective lifespan approximately 10 years.

SWAT procedural rules that govern use

The Lenco Bearcat G3 is primarily operated by auxiliary drivers whose purpose is to drive and operate equipment on the Bearcat. However, all members of the SWAT team and auxiliary members have been provided in-person hands-on training on the vehicle and its capabilities.

Training Requirements

Every driver must possess a valid driver license, show competency when operating the Lenco Bearcat G3, and be up to date on the POST mandated Emergency Vehicle Operator Course (EVOC).

Compliance Protocols

Use of the Lenco Bearcat shall conform to all relevant SO policies, including but not limited to 308 – Vehicle Operations and Parking Procedures and 703 – Vehicle Use

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Recon Robotics Throwbot (AKA- Throwbot)

Description:

The Throwbot is a throwable micro-robot platform that enables operators to obtain instantaneous video and audio reconnaissance within indoor or outdoor environments.

Purpose & Use:

The Throwbot is used to gain mission critical information in harsh or hazardous environments. This system allows members of this office to gain information without putting a person in danger.

Cost & Quantity Allocation:

Any repairs or replacements will be through warranty and if it is not covered through warranty, then funding will come from the SWAT budget/funding source; there are no annual fees associated with this device. Annual estimated training and operational allocation of approximately 1 units. Estimated effective lifespan 5+ years.

SWAT procedural rules that govern use:

The Throwbot shall only be handled and controlled by trained deputies.

Training Requirements:

Deputies do not need to complete any formal training to be able to control the Throwbot with its easy-to-use, handheld controller.

Compliance Protocols:

Use of the Throwbot as part of SWAT Operations shall conform to all relevant SO policies, including but not limited to SO Policy 404, 407 and 408.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Robotex Avatar Tactical Robot (AKA- Avatar)

Description:

The Avatar is a robot platform that allows the operator the ability to inspect a dangerous situation through instantaneous video and audio reconnaissance (including push-to-talk/two-way audio capability) without the need to send personnel in to assess the situation. Optionally, the Avatar robot can be fitted with a “claw” that can provide limited lift/move/carry/manipulate of small objects to include opening doors.

Purpose & Use:

The Avatar is used to gain mission critical information in harsh or hazardous environments.

Cost & Quantity Allocation:

Any repairs or replacements will be through warranty and if it is not covered through warranty, then funding will come from the SWAT budget/funding source; there are no annual fees associated with this device. Annual estimated training and operational allocation of approximately 1 unit. Estimated effective lifespan 5+ years.

SWAT procedural rules that govern use:

The Avatar shall only be handled and controlled by trained deputies.

Training Requirements:

Deputies do not need to complete any formal training to be able to control the Avatar with its easy-to-use, handheld controller.

Compliance Protocols:

Use of the Avatar as part of SWAT Operations shall conform to all relevant SO policies, including but not limited to SO Policy 404, 407 and 408.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Zistos Under-the-Door Camera (AKA- Under-Door-Camera)

Description:

The Under-the-Door Camera provides a safe and covert way to view into a room.

Purpose & Use:

The Under-the-Door Camera provides operators the ability to gain critical mission information with limited penetration.

Cost & Quantity Allocation:

Any repairs or replacements will be through warranty and if it is not covered through warranty, then funding will come from the SWAT budget/funding source; there are no annual fees associated with this device. Annual estimated training and operational allocation of approximately 1 unit. Estimated effective lifespan 5+ years.

SWAT procedural rules that govern use:

The Under-the-Door Camera shall only be handled by trained deputies.

Training Requirements:

Deputies do not need to complete any formal training to be able to control the Under-the-Door-Camera with its easy-to-use, handheld controller.

Compliance Protocols:

Use of the Under-the-Door Camera as part of SWAT Operations shall conform to all relevant SO policies, including but not limited to SO Policy 404, 407 and 408.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Short barreled select fire AR-15 style rifle (various configurations)

Description:

A Short barreled select fire AR-15 style rifle available in a variety of calibers, barrel lengths and configurations.

Purpose & Use:

The short barreled select fire AR-15 style rifle is the type of firearms that SWAT team members are issued and employ for a wide variety of missions. This rifle is used to match the threats of highly violent offenders who are armed with weapons that could overwhelm responding deputies.

Cost & Quantity Allocation:

This piece of equipment has no unique or temporary funding source. Unit cost of \$1500. Ongoing costs determined by rounds fired operationally and in training, routine and preventative maintenance. Annual estimated training and operational allocation of approximately 20 units. Estimated effective lifespan 10+ years.

SWAT procedural rules that govern use:

The rifle shall be assigned and used by SWAT team members who meet the department-set rifle qualifications and under the direction of the SWAT commander.

Training Requirements:

Must complete annual SWAT rifle qualification and regular firearms training.

Compliance Protocols:

Use of A Short barreled select fire AR-15 style rifle as part of SWAT Operations shall conform to all relevant SO policies, including but not limited to SO Policy 305, as well as all local, state and federal use of force laws.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Smoke- handheld smoke grenade devices

Description:

The handheld smoke grenade devices utilizes an M201A1 Fuze with enclosed canister that come in a variety of sizes, colors, configurations that uses HC (Hexachlorethane) and SAF-Smoke. Smoke is discharged through gas ports located on the canister.

Purpose & Use:

Handheld smoke grenade devices can be used to conceal tactical movement. They can be used in crowd control during riotous behavior. It can be used to detect and/or dislodge a barricaded subject. It can also be used as an emergency signaling device. The different configurations allows for indoor or outdoor deployments.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$43.00. Annual estimated training and operational allocation of approximately 8 units.

Training Requirements:

Deputies must successfully complete department-approved training to be authorized to use handheld smoke grenade devices.

Compliance Protocols:

Use of handheld smoke grenade devices shall conform to all relevant SO policies, including but not limited to SO Policy 404, 407 and 431.

Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Spede-Heat 40mm Round

Description:

The Spede-Heat 40mm Round incorporates an aluminum shell and utilizes black powder as the propellant. The Spede-Heat 40mm Round is designed to deliver one dual-ported chemical or smoke canister from a 40mm launcher at various ranges, product dependent. The Spede-Heat 40mm Round is available in OC (Oleoresin Capsicum) or CS (Chlorobenzylidenemalononitrile) and Saf-Smoke. Spede-Heat 40mm round is deployed from a 40mm launcher.

Purpose & Use:

The Spede-Heat 40mm Round can be used to conceal tactical movement. They can be used in crowd control management during riotous behavior. The purpose of the Spede-Heat 40mm Round is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The different configurations allows for different distances and chemical agent or smoke deployments. These rounds are used for area denial both externally and inside structures.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$25. Annual estimated training and operational allocation of approximately 4 units.

Training Requirements:

Deputies must successfully complete department-approved training to be authorized to use the Spede-Heat 40mm Round.

Compliance Protocols:

Use of Spede-Heat 40mm Round shall conform to all relevant NSO policies, including but not limited to NSO Policy 404, 407 and 431.

Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Stinger Grenade

Description:

The Stinger Grenade with Safety Clip is a combination Less Lethal Impact Munitions (LLIM) and Distraction Device that may incorporate optional CS (Chlorobenzylidenemalononitrile) or OC (Oleoresin Capsicum) laden powder, if desired. The Stinger Grenade is a maximum effect device as it delivers up to four stimuli for psychological and physiological effect: rubber pellets, light, sound, and optional chemical agent or OC.

Purpose & Use:

The Stinger Grenade is most widely used in crowd control management during riotous behavior as well as tactical deployment situations to detect and/or dislodge barricaded subjects. Upon deployment, the blast is sufficient to project the rubber balls (32 cal. /60 cal. Option) and optional chemical agent in a 50 foot radius.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$50. Annual estimated training and operational allocation of approximately 8 units.

Training Requirements:

Deputies must successfully complete department-approved training to be authorized to use the Stinger Grenade.

Compliance Protocols:

Use of the Stinger Grenades shall conform to all relevant SO policies, including but not limited to SO Policy 404, 407 and 431.

Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Sub-compact select fire weapon system

Description:

A sub-compact select fire weapon system is a shoulder fired weapon system that varies in calibers.

Purpose & Use:

A more compact, more easily concealed weapon system that can be deployed for appropriate situations.

Cost & Quantity Allocation:

This piece of equipment has no unique or temporary funding source. Unit cost of \$0.00 – legacy items already exist in inventory. Estimated annual upkeep determined by rounds fired and routine/preventative maintenance. Estimated effective lifespan 10+ years.

SWAT procedural rules that govern use:

The sub-compact select fire weapon system shall be used by SWAT team members under the direction of the SWAT team Commander.

Training Requirements:

Must complete annual SWAT firearms qualification and regularly required firearms training.

Compliance Protocols:

Use of the sub compact select fire weapon system shall conform to all relevant SO policies, including but not limited to SO Policy 305,404, as well as all local, state and federal use of force laws.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Firearms Suppressor (various calibers, lengths, attachment styles)

Description:

A suppressor is a device typically attached at the end of a barrel of a firearm.

Purpose & Use:

A suppressor is used to muffle and distort the sound of a firearm as it is fired. Suppressors can decrease confusion during a violent confrontation by allowing deputies to communicate more effectively. It can also decrease muzzle blast allowing better vision during a violent encounter.

Cost & Quantity Allocation:

This piece of equipment has no unique or temporary funding source. Unit cost of \$1000. Annual estimated training and operational allocation of approximately 20 units (up to 1 unit per rifle). Estimated annual upkeep costs determined by rounds fired and routine/preventative maintenance. Estimated effective lifespan 10+ years.

SWAT procedural rules that govern use:

The suppressor shall be used by SWAT team members under the direction of the SWAT Commander.

Training Requirements:

Must complete annual SWAT rifle qualification and regularly required firearms training.

Compliance Protocols:

Use of a suppressor shall conform to all relevant SO policies, including but not limited to SO Policy 305,404

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

40 MM Warning/Signaling Round

Description:

The 40mm Aerial Warning/Signaling Round series are designed to produce 170 dB of sound, and 5 million candelas of light. Each munition is manufactured to deflagrate at a set distance and altitude and has the option of marking or irritant payloads. These distances are 50,100,200 and 300 meters from the point of origin. The munition is deployed from a 40mm launcher.

Purpose & Use:

40mm Aerial Warning/Signaling Round are used to distract/disorientate individuals and provide less lethal response against potential threats. It is also effective in directing the movement of riotous crowds.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$40. Annual estimated training and operational allocation of approximately 5 units.

Training Requirements:

Deputies must successfully complete department-approved training to be authorized to use the 40mm Aerial Warning/Signaling Round.

Compliance Protocols:

Use of the 40mm Aerial Warning/Signaling Round shall conform to all relevant SO policies, including but not limited to SO Policy 302.9, 404, 407 and 431. Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

sUAS - Small Unmanned Aircraft System

Description:

DJI Mavic small unmanned aircraft, quadcopter affixed with camera. Registered with the FAA as a small drone, used both commercially and privately for aerial photo / video. Flight Range; 4.3 miles, Flight time 27 minutes and top speed of 40 MPH. Expected lifespan; Approx. 5 years. Multiple factors can vary Manufacturer's description; Powerful flagship camera drone equipped with camera to facilitate professional-level imaging. It also offers omnidirectional obstacle sensing for a smooth flight experience.

Purpose & Use:

The members of the Napa County Sheriff's Office small Unmanned Aerial Systems (sUAS) Team shall provide aerial observation support for the Sheriff's Office and other law enforcement and public safety entities within Napa County. Missions will be accomplished lawfully, safely and professionally, while adhering to our Commitment to Community and respecting the privacy of the citizen's we serve.

Cost and Quantity:

\$3800-6000 initial cost; minimal annual maintenance. Quantity 7.

Legal and procedural rules:

Refer to SO policy 606. Refer to sUAS Program Operations and procedures manual and FAA COA's and Regulations.

Required training:

Agency-authored Pilot Training Program; FAA Part 107 license. Both are refreshed bi-annually.

Compliance mechanisms:

Operational use under the review of the sUAS Commander or Pilot in Command.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

sUAS - Small Unmanned Aircraft System

Description:

Inspired Flight IF1200, small unmanned hexacopter with batteries and remote control. Affixed with camera and registered with FAA. Capabilities; Flight Range 6 miles, Flight time 40 minutes and top speed of 49 MPH. Expected lifespan Approx. 5 years. Multiple factors can vary Manufacturer's description "Designed for the most demanding of industrial applications, the IF1200 supports 8kg payloads and up to 40 minute flight times. With unparalleled ruggedness, flight performance, and an open-system architecture, the IF1200 is a workhorse platform fully designed, manufactured & supported in the USA."

Purpose & Use:

The members of the Napa County Sheriff's Office small Unmanned Aerial Systems (sUAS) Team shall provide aerial observation support for the Sheriff's Office and other law enforcement and public safety entities within Napa County. Missions will be accomplished lawfully, safely and professionally, while adhering to our Commitment to Community and respecting the privacy of the citizen's we serve.

Cost and Quantity:

\$54,000 initial purchase; minimal annual expenses. Quantity 1.

Legal and procedural rules:

Refer to SO policy 606. Refer to sUAS Program Operations and procedures manual and FAA COA's and Regulations.

Required training:

Manufacturer Train the trainer course, Agency-authored Pilot Training Program; FAA Part 107 license. Both are refreshed bi-annually. Compliance mechanisms Operational use under the review of the sUAS Commander or Pilot in Command.

Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072). While the Legislatures defines our equipment as military equipment, this Office defines this equipment as law enforcement equipment.

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Office.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Napa County Sheriff's Office

Napa County SO Policy Manual

Military Equipment

706.2 POLICY

It is the policy of the Napa County Sheriff's Office that members of this office comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

The Sheriff should designate a member of this office to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying office equipment that qualifies as military equipment in the current possession of the Office, or the equipment the Office intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Napa County Sheriff's Office (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the office's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Sheriff and ensuring that the report is made available on the office website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Office will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Office:

[Insert attachment here]

706.5 APPROVAL

The Sheriff or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Sheriff or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the office website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

Military Equipment

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this office.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

706.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any member of this jurisdiction shall be approved for use and in accordance with this Office's policy. Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective military equipment use policies in rendering mutual aid.

706.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Sheriff or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Sheriff or the authorized designee should also make each annual military equipment report publicly available on the office website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in office inventory.

706.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Office shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Office should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON, STATE OF CALIFORNIA, ADOPTING A MILITARY EQUIPMENT USE POLICY PURSUANT TO AB 481

WHEREAS, Governor Gavin Newsom signed AB 481 into law on September 30, 2021; and

WHEREAS, the legislative intent behind AB 481 is to increase the public transparency by which California law enforcement agencies fund, acquire, and/or use military equipment as defined under AB 481; and

WHEREAS, AB 481 requires California law enforcement agencies, such as the Sheriff's Department, to obtain approval from their governing body of a military equipment use policy prior to taking certain actions relating to the funding, acquisition, and/or use of military equipment; and

WHEREAS as used in AB 481, the term "military equipment" does not necessarily indicate equipment used by the military, and includes items such as unmanned aerial or ground vehicles, armored vehicles, command and control vehicles, pepper balls, less lethal shotguns, long range acoustic devices, and flashbangs. The items defined by AB 481 as "military equipment" are employed by many law enforcement agencies across the country as best practices to enhance citizen and officer safety.

WHEREAS, AB 481 requires that the governing body make certain findings with respect to the military equipment use policy prior to its approval as set forth in Government Code Section 7071(d)(1); and

WHEREAS, AB 481 requires California law enforcement agencies that receive approval for a military equipment use policy to submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter so long as the military equipment is available for use; and

WHEREAS, AB 481 requires the applicable governing body of the California law enforcement agency to annually review the military equipment use policy to either disapprove a renewal of the authorization of a type of military equipment or amend the military equipment use policy; and

WHEREAS, in order to comply with AB 481, the Sheriff's Department has submitted its Military Equipment Use Policy No.706 for the City Council's review and adoption, along with the Military Equipment Report.

NOW THEREFORE, THE CITY OF AMERICAN CANYON DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council finds that the considerations and requirements in Government Code Section 7071(d) (1) have been met. Specifically, the City Council makes the following findings:

- A. The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;
- B. The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties;
- C. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and,
- D. There was no prior policy on use of military equipment and therefore no findings can be made with respect to compliance of prior use with prior policies.

SECTION 2. Napa County Sheriff Department Policy No.706, entitled "Military Equipment," and attached hereto as Exhibit A, is hereby adopted and approved.

SECTION 3. This Ordinance shall take effect thirty (30) days after its passage.

SECTION 4. The City Council of the City of American Canyon finds that adoption of this ordinance is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

SECTION 5. A summary of this Ordinance shall be published at least once five days before final adoption and at least once before the expiration of 15 days after its passage in a newspaper of general circulation published in the County of Napa, together with the names of members voting for and against the same.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of American Canyon, State of California, held on the 19th day of April, 2022 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of American Canyon, State of California, held on the _____ day of _____, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Leon Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney



TITLE

Oat Hill Multifamily Residential Project – Final Maps and Agreements

RECOMMENDATION

Adopt a Resolution taking the following actions in conjunction with the Oat Hill Multifamily Residential Project (“Project”):

1. Approving a two Final Maps to subdivide sub-divide the Property for development of 291 residential units and associated amenities on Parcels A and B and to accept the referenced dedications offered thereon
2. Approving a Subdivision Improvement Agreement for the Project; and
3. Approving a Fee Credit Reimbursement Agreement for the Project

CONTACT

William D. Ross, City Attorney
Erica Smithies, Public Works Director

BACKGROUND & ANALYSIS

In California, a subdivision map is required whenever land is proposed to be divided for sale. RH Hess Development Company (“Applicant”) owns certain real property comprised of approximately 20.8 acres on two parcels (Parcel A and Parcel B) and located southwest of the Napa Junction Road and Hess Road intersection known as Oat Hill in the City of American Canyon, California (APNs 058-380-008 and 058-320-001) (the “Property”),

On September 21, 2021, City Council adopted Resolution No. 2021-78 to approve a Tentative Subdivision Map for 206 condominium multifamily residential units on a 13.6-acre Oat Hill Parcel A (APN 058-380-008 and portion of 058-320-001). At the same time, the City Council also adopted Resolution 2021-79 to approve a Tentative Subdivision Map for 85 condominium multifamily residential units on a 7.2-acre Oat Hill Parcel B (portion of APN 058-320-001).

The Applicant has prepared Two Final Maps for Parcels A and B (Exhibits A and B to Resolution) and complied with all relevant Conditions of Approval except as discussed below.

Municipal Code Section 18.26.030 requires that “Prior to city council consideration of the final map,

the sub-divider shall execute a subdivision agreement between himself and the city. The agreement shall provide for installation of all improvements as shown on the approved plans and specifications for the project and specify the period of time within which he or his agent or contractor shall complete all improvement work to the satisfaction of the city engineer. In the event the sub-divider fails to complete such work within said period, the agreement shall include provisions for the city to complete all improvements and recover the full cost and expense thereof from the sub-divider.”

A Subdivision Improvement Agreement for Parcel A and Parcel B has been prepared (Exhibit C to Resolution). As the final improvement plans have not been finalized, final execution of the Agreement 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 Maps and the Subdivision Map Act. The Final Map for Parcel A includes the following offers of dedication to the City:

- Emergency Vehicle Access Easement (VAE)
- Public utility easement (PUE)

The Final Map for Parcel B includes the following offers of dedication to the City:

- Public Access Easement (PAE)
- 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 Agreement is recorded, and any outstanding fee or payments are received.

City Municipal Code section 13.06.110 authorizes the City to enter into fee credit and fee reimbursement agreements for the construction of off-site or oversized improvements to the City's water or sewer system. City Council Resolution Nos. 2021-76, -77, -78, and -79, approving Tentative Maps and Design Permits for the Project, provide that certain other water and road infrastructure improvements constructed by Developer qualify for fee credits and fee reimbursement for the costs of such improvements. To that end, the Project Applicant has proposed to construct certain eligible water, sewer, recycled water, and road improvements as part of the Project that would otherwise be financed by City fees and rates and built by the City.

Accordingly, a Fee Credit Reimbursement Agreement has been prepared that provides for the allocation of certain fee credits and fee reimbursement for the costs of such improvements. (Attached as Exhibit D to Resolution). As set forth in the Fee Credit Reimbursement Agreement, the Applicant will construct improvement projects in accordance with the Subdivision Improvement Agreement. As consideration for the applicant constructing certain additional improvements, the

City will allow certain fee credits to be provided to the applicant for specific projects relating to the following:

- Napa Junction Road Improvements (credits for which will be applied to the City's Traffic Impact Fee);
- Water Main Replacement in Napa Junction Road (credits for which will be applied to the City's Water Capacity Fee)
- Sanitary Sewer Main Replacement in Napa Junction Road and Theresa Avenue (credits for which will be applied to the City's Wastewater Capacity Fee)
- Recycled Water Main in Lombard Road and Hess Road (so that sufficient potable water demand will be provided to comply with the City's Zero Water Footprint Policy and negating any Zero Water Footprint fees); and
- Water Main Extension (credits for which will be applied to the City's Water Capacity Fee).

Staff recommends the City Council approve the Final Maps to sub-divide the Property approving the development of 291 residential units and associated amenities on Parcels A and B and to accept the referenced dedications offered thereon. Staff recommends the City Council authorize the City Manager to enter into Subdivision Improvement Agreement and Fee Reimbursement Agreement pending City approval of the Project Improvement Plans.

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

Consistent with the California Environmental Quality Act, the Oat Hill Multifamily Residential Project entitlements were evaluated in the Oat Hill Mitigated Negative Declaration (SCH #2021020107) and Mitigation and Monitoring Report approved September 7, 2021 (Resolution 2021-61). There are no new substantial environmental conditions or impacts that would require a change to the adopted Mitigation and Monitoring Report. Therefore, no further environmental review is required.

ATTACHMENTS:

1. [Resolution Oat Hill Final Maps](#)
2. [Exhibit A to Resolution - Oat Hill Parcel 1](#)
3. [Exhibit B to Resolution - Oat Hill Parcel 2](#)
4. [Exhibit C to Resolution - Subdivision Improvement Agreement](#)
5. [Exhibit D to Resolution - Fee Credit-Reimbursement Agreement](#)

RESOLUTION NO. 2022- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON TAKING THE FOLLOWING ACTIONS IN CONJUNCTION WITH THE OAT HILL MULTIFAMILY RESIDENTIAL PROJECT: 1) APPROVING TWO FINAL MAPs TO SUBDIVIDE THE PROPERTIES (PARCELS A, AND B, ASSESSOR'S PARCEL NUMBERS 058-380-008 and 058-320-001) TO CREATE 291 RESIDENTIAL UNITS AND ASSOCIATED AMENITIES; 2) APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT; AND 3) APPROVING A FEE REIMBURSEMENT AGREEMENT.

WHEREAS, Developer is the owner of certain real property comprised of approximately 20.8 acres on two parcels (Parcel A and Parcel B) and located southwest of the Napa Junction Road and Hess Road intersection in the City of American Canyon, California (APNs 058-380- 008 and 058-320-001); and

WHEREAS, on August 17, 2020, Developer submitted entitlement applications for the development of 291 residential units and associated amenities on Parcels A and B (the "Project" or "Oat Hill Multifamily Residential Project"); and

WHEREAS, on September 21, 2021, the City Council approved General Plan Amendments and Rezones to re-designate Parcel A as Residential High Density, 16 dwelling units per acre (RH-1), rezone Parcel A to Residential High Density (RH), redesignate Parcel 8 as Residential Medium Density, 12 dwelling units per acre (RM), and rezone Parcel 8 to Residential Medium Density (RM), as well as approved Tentative Maps and Design Permits and certified an Initial Study/Mitigated Negative Declaration, among other approvals (collectively, the "Project Approvals") pursuant to Ordinance Nos. 2021-05 and -06 and Resolution Nos. 2021-61, -62, -63, -64, -76, -77, -78, and -79; and

WHEREAS, two Final Maps entitled "Final Map for Condominium Purposes" for Parcel A (entitled Parcel 1 on the Map) and for Parcel B (entitled Parcel 2 on the Map) 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 access easement, emergency vehicle access easement, and public utility easement; and

WHEREAS, a duly noticed public hearing was held September 21, 2021 for the Oat Hill Multifamily Residential Project entitlements were evaluated in the Oat Hill Mitigated Negative Declaration (SCH #2021020107) and Mitigation and Monitoring Report approved September 7, 2021 (Resolution 2021-61).; and

WHEREAS, the Developer has agreed to enter into a Subdivision Improvement Agreements for the Project (attached hereto as Exhibit 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 Subdivision Improvement Agreement the Project will not become effective until the City acceptance of the Agreements Improvement Plans; and

WHEREAS, City Municipal Code section 13.06.110 authorizes the City to enter into fee credit and fee reimbursement agreements for the construction of off-site or oversized improvements to the City's water or sewer system. City Council Resolution Nos. 2021-76, -77, -78, and -79, approving the Project Tentative

Maps and Design Permits, provide that certain other water and road infrastructure improvements constructed by Developer qualify for fee credits and fee reimbursement for the costs of such improvements. To that end, the Applicant has proposed to construct certain eligible water, sewer, recycled water, and road improvements as part of the Project that would otherwise be financed by City fees and rates and built by the City; and

WHEREAS, the Parties have agreed to enter into a Fee Credit Reimbursement Agreement that provides for the allocation of certain fee credits and fee reimbursement for the costs of such improvements. (Attached as Exhibit D). As set forth in the Fee Credit Reimbursement Agreement, the Applicant will construct improvement projects in accordance with the Subdivision Improvement Agreement. As consideration for the applicant constructing certain additional improvements, the City will allow certain fee credits to be provided to the applicant for specific projects.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby approves the Final Maps for the Oat Hill Multifamily Residential Project Parcel A and Parcel B (APNs 058-380- 008 and 058-320-001); and

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

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of American Canyon hereby accepts the dedication of public access easement, emergency vehicle access easement, and public utility easement offered thereon.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of American Canyon hereby authorizes the City Manager to enter into a Fee Credit Reimbursement Agreement pending City approval of the Improvement Plans.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 3rd day of May, 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 – Oat Hill Final Map Parcel A
- Exhibit B – Oat Hill Final Map Parcel B
- Exhibit C – Subdivision Improvement Agreement
- Exhibit D – Fee Credit Reimbursement Agreement

OWNER'S STATEMENT

THE UNDERSIGNED, OAT HILL PROPERTIES II, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, HEREBY STATES THAT THEY ARE THE ONLY ENTITIES HAVING RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION HEREON ENTITLED "FINAL MAP PARCEL ONE" CONSISTING OF 3 SHEETS; THAT IT DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP.

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

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

WE HEREBY RESERVE A "PRIVATE STORM DRAIN EASEMENT" OR "PSDE" FOR THE PURPOSE OF STORM WATER DRAINAGE FACILITIES AND APPURTENANCES THERETO ON, ACROSS, AND OVER THOSE DESIGNATED AREAS. SAID EASEMENT IS FOR THE BENEFIT OF PARCEL 2 OF LOT LINE ADJUSTMENT _____.

OAT HILL PROPERTIES II, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY:

BY: _____ BY: _____
 NAME: _____ NAME: _____
 TITLE: _____ TITLE: _____

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 CALIFORNIA 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 CALIFORNIA 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 _____, 201 _____, 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

FINAL MAP OF PARCEL 1 FOR CONDOMINIUM PURPOSES

CONSISTING OF 3 SHEETS
 BEING A SUBDIVISION OF PARCEL 1 AS DESCRIBED IN THAT CERTIFICATE OF COMPLIANCE FOR LOT ADJUSTMENT RECORDED AS DOCUMENT NUMBER _____, NAPA COUNTY RECORDS
 APN: 058-380-008-000, 1 PARCEL, 13.60 AC +/-
 CITY OF AMERICAN CANYON, NAPA COUNTY CALIFORNIA



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

CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS
 APRIL 2022

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 TENTATIVE PARCEL 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.

NAME: _____
 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.

NAME: _____
 RICHARD A. MOSHER
 STATE OF CALIFORNIA
 RCE 30696

DATE: _____



CITY CLERK'S CERTIFICATE

I HEREBY STATE 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 "FINAL MAP OF PARCEL 1" AND HAS ACCEPTED ON BEHALF OF THE CITY OF AMERICAN CANYON PUBLIC, THE FOLLOWING DEDICATIONS SHOWN HEREON IN THE BODY OF SAID MAP:

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

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

DATE _____

COUNTY TAX COLLECTOR AND REDEMPTION OFFICER'S CERTIFICATE

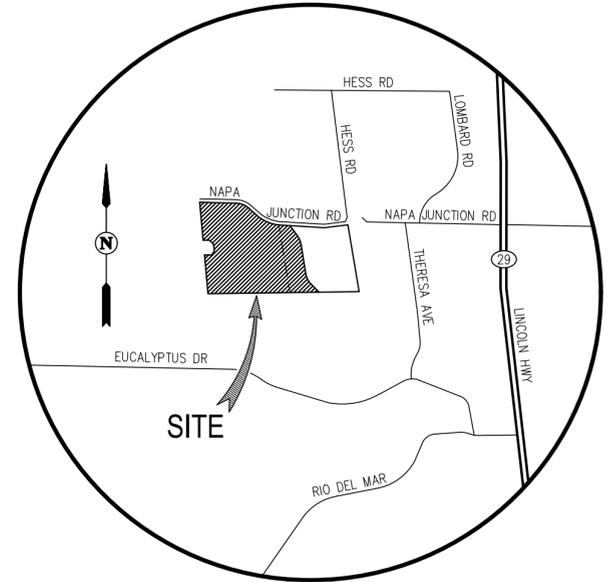
I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES (EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE) AGAINST ANY PART OF THE LAND INCLUDED IN THE WITHIN SUBDIVISION, AND THAT 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: _____



VICINITY MAP
 NOT TO SCALE

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 OAT HILL PROPERTIES II, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS TO PARCEL TWO, ON _____. 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 _____, 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 CONDITIONALLY APPROVED TENTATIVE MAP.

DATE _____



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

SIGNATURE OMISSIONS

PARTIES LISTED BELOW, OWNERS OF EASEMENTS PER DOCUMENTS NOTED BELOW HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 66436(a)(3)(A)(1) 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:

- AMERICAN CANYON COUNTY WATER DISTRICT: EASEMENT FOR PUBLIC WATER LINES PER BOOK 1338, PAGE 787 OF OFFICIAL RECORDS AND FINAL MAP OF OAT HILL UNIT NO.II (14 RM 4)
- AMERICAN CANYON COUNTY WATER DISTRICT: EASEMENT FOR PUBLIC WATER LINES PER BOOK 1338, PAGE 791 OF OFFICIAL RECORDS AND FINAL MAP OF OAT HILL UNIT NO.II (14 RM 4).
- PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION AND PACIFIC BELL, A CALIFORNIA CORPORATION: EASEMENT FOR ELECTRICAL FACILITIES AND COMMUNICATION FACILITIES PER BOOK 1355, PAGE 779, OF OFFICIAL RECORDS.

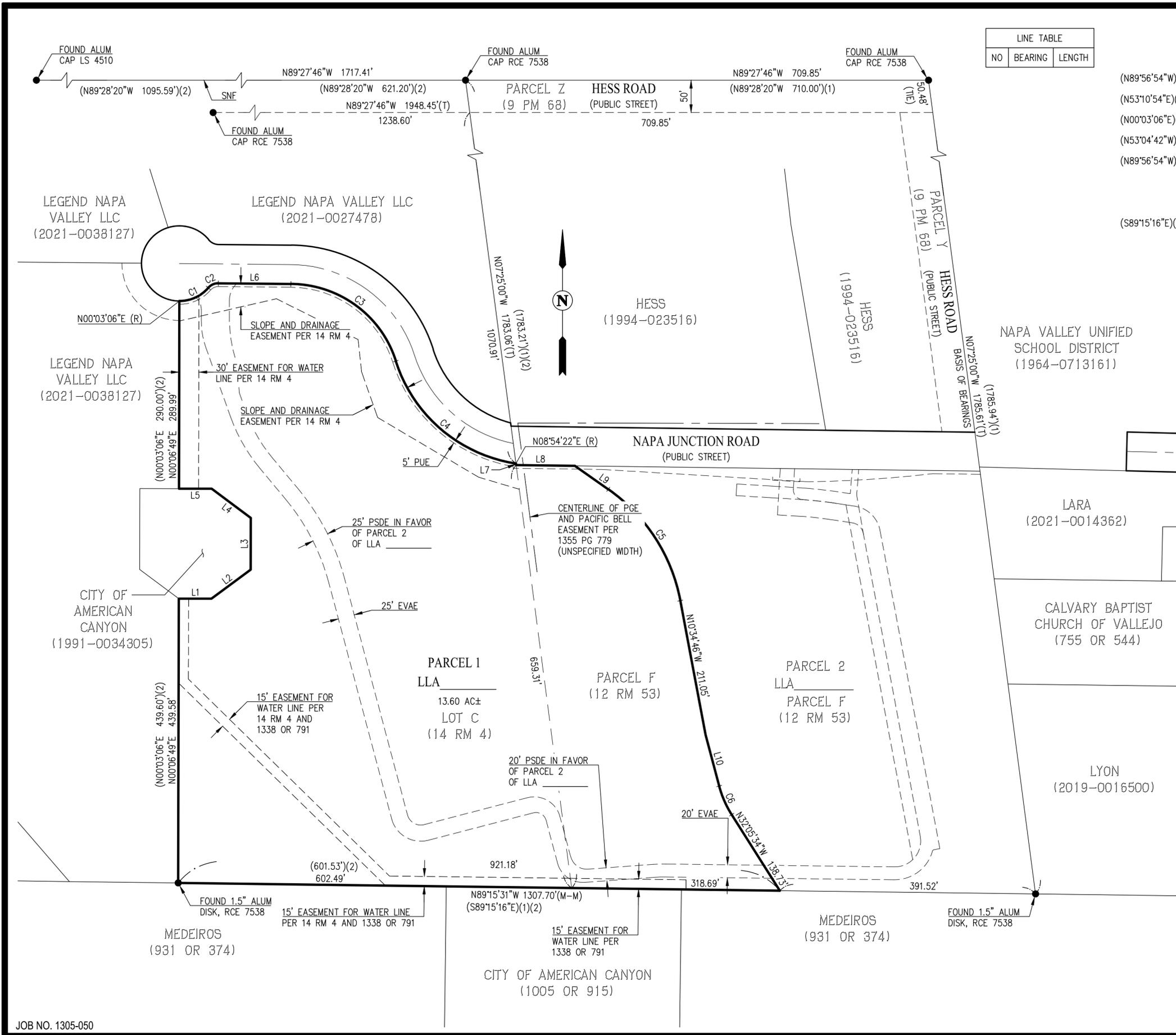
FINAL MAP OF PARCEL 1 FOR CONDOMINIUM PURPOSES

CONSISTING OF 3 SHEETS
 BEING A SUBDIVISION OF PARCEL 1 AS DESCRIBED IN THAT
 CERTIFICATE OF COMPLIANCE FOR LOT ADJUSTMENT RECORDED AS
 DOCUMENT NUMBER _____, NAPA COUNTY RECORDS
 APN: 058-380-008-000, 1 PARCEL, 13.60 AC +/-
 CITY OF AMERICAN CANYON, NAPA COUNTY CALIFORNIA



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

CIVIL ENGINEERS SURVEYORS PLANNERS
 APRIL 2022



LINE TABLE		
NO	BEARING	LENGTH

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH

(N89°56'54"W)(2)
 (N53°10'54"E)(2)
 (N00°03'06"E)(2)
 (N53°04'42"W)(2)
 (N89°56'54"W)(2)
 (S89°15'16"E)(2)

LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- CENTERLINE
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- FOUND MONUMENT AS NOTED
- ALUM ALUMINUM
- PUE PUBLIC UTILITY EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT

NOTE:

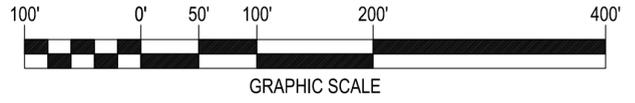
1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) FINAL MAP OF WARD & IRENE MAHER, HAROLD & BOBBIE HESS (12 RM 53)
- (2) FINAL MAP OF OAT HILL UNIT NO. 2 (14 RM 4)
- (3) LLA DOC.
- (4) PARCEL MAP (9 PM 68)

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS SHOWN HEREON, THE BEARING BEING N07°25'00"W ON THE EASTERN LINE OF PARCEL A AS SHOWN ON PARCEL MAP (9 PM 68).



FINAL MAP OF PARCEL 1 FOR CONDOMINIUM PURPOSES

CONSISTING OF 3 SHEETS
 BEING A SUBDIVISION OF PARCEL 1 AS DESCRIBED IN THAT CERTIFICATE OF COMPLIANCE FOR LOT ADJUSTMENT RECORDED AS DOCUMENT NUMBER _____, NAPA COUNTY RECORDS
 APN: 058-380-008-000, 1 PARCEL, 13.60 AC +/-
 CITY OF AMERICAN CANYON, NAPA COUNTY CALIFORNIA



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CIVIL ENGINEERS SURVEYORS PLANNERS

SCALE: 1" = 100' APRIL 2022

OWNER'S STATEMENT

THE UNDERSIGNED, OAT HILL PROPERTIES III, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, HEREBY STATES THAT THEY ARE THE ONLY ENTITIES HAVING RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION HEREON ENTITLED "FINAL MAP PARCEL ONE" CONSISTING OF 3 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. NAPA JUNCTION ROAD

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

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

WE HEREBY RESERVE A "PRIVATE STORM DRAIN EASEMENT" OR "PSDE" FOR THE PURPOSE OF STORM WATER DRAINAGE FACILITIES AND APPURTENANCES THERETO ON, ACROSS, AND OVER THOSE DESIGNATED AREAS. SAID EASEMENT IS FOR THE BENEFIT OF THE PARCEL DELINEATED ON THIS MAP.

OAT HILL PROPERTIES III, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY:

BY: _____ BY: _____
 NAME: _____ NAME: _____
 TITLE: _____ TITLE: _____

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 CALIFORNIA 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 CALIFORNIA 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 _____, 20____, 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

FINAL MAP OF PARCEL 2 FOR CONDOMINIUM PURPOSES

CONSISTING OF 3 SHEETS
 BEING A SUBDIVISION OF PARCEL 2 AS DESCRIBED IN THAT CERTIFICATE OF COMPLIANCE FOR LOT ADJUSTMENT RECORDED AS DOCUMENT NUMBER _____, NAPA COUNTY RECORDS
 APN: 058-320-001-000, 1 PARCEL, 7.22 AC +/-
 CITY OF AMERICAN CANYON, NAPA COUNTY CALIFORNIA



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

CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS
 APRIL 2022

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 TENTATIVE PARCEL 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.

NAME: _____
 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.

NAME: _____
 RICHARD A. MOSHER
 STATE OF CALIFORNIA
 RCE 30696



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: _____

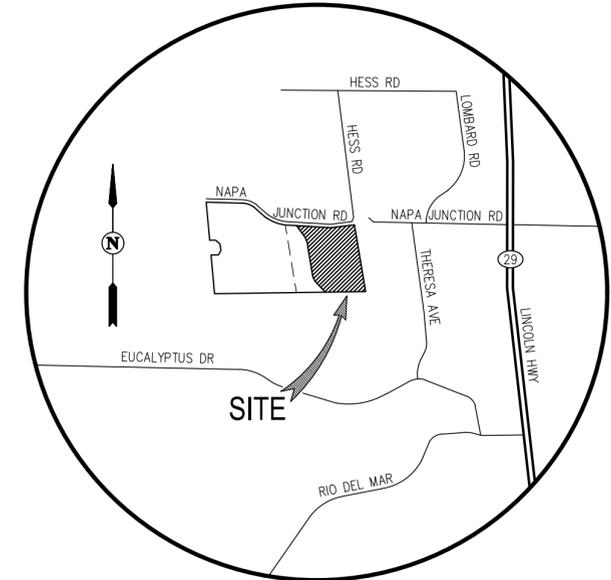
CITY CLERK'S CERTIFICATE

I HEREBY STATE 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 "FINAL MAP OF PARCEL 2" AND HAS ACCEPTED ON BEHALF OF THE CITY OF AMERICAN CANYON PUBLIC, THE FOLLOWING DEDICATIONS SHOWN HEREON IN THE BODY OF SAID MAP:

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

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

DATE _____



VICINITY MAP
 NOT TO SCALE

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 OAT HILL PROPERTIES III, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ON _____. 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 _____, 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.

DATE _____



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

FINAL MAP OF PARCEL 2 FOR CONDOMINIUM PURPOSES

CONSISTING OF 3 SHEETS
 BEING A SUBDIVISION OF PARCEL 2 AS DESCRIBED IN THAT
 CERTIFICATE OF COMPLIANCE FOR LOT ADJUSTMENT RECORDED AS
 DOCUMENT NUMBER _____, NAPA COUNTY RECORDS
 APN: 058-320-001-000, 1 PARCEL, 7.22 AC +/-
 CITY OF AMERICAN CANYON, NAPA COUNTY CALIFORNIA

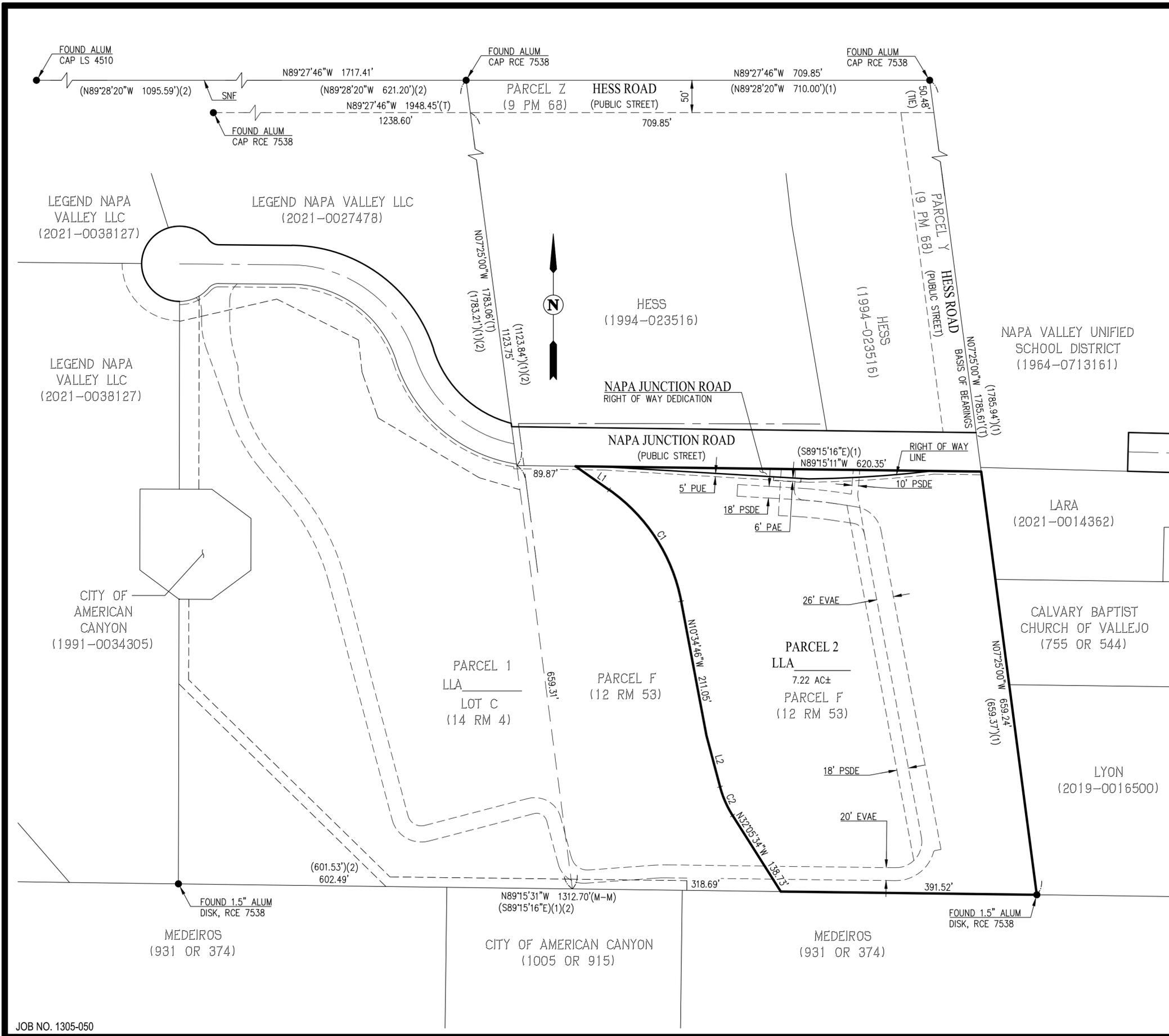


CIVIL ENGINEERS

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

SURVEYORS ■ PLANNERS

APRIL 2022



LINE TABLE		
NO	BEARING	LENGTH

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH

- ### LEGEND
- SUBDIVISION BOUNDARY LINE
 - RIGHT OF WAY LINE
 - ADJACENT PROPERTY LINE
 - EASEMENT LINE
 - CENTERLINE
 - (T) TOTAL
 - (R) RADIAL
 - (M-M) MONUMENT TO MONUMENT
 - FOUND MONUMENT AS NOTED
 - ALUM ALUMINUM
 - PUE PUBLIC UTILITY EASEMENT
 - PAE PUBLIC ACCESS EASEMENT
 - PSDE PRIVATE STORM DRAIN EASEMENT
 - EVAE EMERGENCY VEHICLE ACCESS EASEMENT

NOTE:
1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

- ### REFERENCES:
- (#) INDICATES REFERENCE NUMBER
 - (1) FINAL MAP OF WARD & IRENE MAHER, HAROLD & BOBBIE HESS (12 RM 53)
 - (2) FINAL MAP OF OAT HILL UNIT NO. 2 (14 RM 4)
 - (3) LLA DOC.
 - (4) PARCEL MAP (9 PM 68)

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS SHOWN HEREON, THE BEARING BEING N07°25'00"W ON THE EASTERN LINE OF PARCEL A AS SHOWN ON PARCEL MAP (9 PM 68).

GRAPHIC SCALE

FINAL MAP OF PARCEL 2 FOR CONDOMINIUM PURPOSES

CONSISTING OF 3 SHEETS
BEING A SUBDIVISION OF PARCEL 2 AS DESCRIBED IN THAT
CERTIFICATE OF COMPLIANCE FOR LOT ADJUSTMENT RECORDED AS
DOCUMENT NUMBER _____, NAPA COUNTY RECORDS
APN: 058-320-001-000, 1 PARCEL, 7.22 AC +/-
CITY OF AMERICAN CANYON, NAPA COUNTY CALIFORNIA

cbg
CIVIL ENGINEERS

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

SURVEYORS PLANNERS
SCALE: 1" = 100' APRIL 2022

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City OF AMERICAN CANYON
4381 Broadway, Suite 201
American Canyon, California 94503

EXEMPT from recording fee pursuant to Government Code Section 27383

SUBDIVISION IMPROVEMENT AGREEMENT

This Subdivision Improvement Agreement (this "Agreement"), is made by and between the CITY OF AMERICAN CANYON (hereinafter "City") and R.H. HESS DEVELOPMENT COMPANY, INC. (hereinafter "Developer"), and is effective this 3rd day of May, 2022 (the "Effective Date").

RECITALS

WHEREAS, Developer is the owner of certain real property comprised of approximately 20.8 acres on two parcels (Parcel A and Parcel B) and located southwest of the Napa Junction Road and Hess Road intersection in the City of American Canyon, California (APNs 058-380-008 and 058-320-001), as more particularly depicted on Exhibit A attached hereto (hereinafter the "Property"); and

WHEREAS, on September 21, 2021, the City Council approved General Plan Amendments and Rezones to re-designate Parcel A as Residential High Density, 16 dwelling units per acre (RH-1), rezone Parcel A to Residential High Density (RH), re-designate Parcel B as Residential Medium Density, 12 dwelling units per acre (RM), and rezone Parcel B to Residential Medium Density (RM), as well as approved Tentative Maps and Design Permits and certified an Initial Study/Mitigated Negative Declaration, among other approvals (collectively, the "Project Approvals") pursuant to Ordinance Nos. 2021-05 and -06 and Resolution Nos. 2021-61, -62, -63, -64, -76, -77, -78, and -79; and

WHEREAS, Developer intends to construct 291 multi-family residential units and associated improvements and infrastructure (the "Project") on the Property pursuant to the Project Approvals; and

WHEREAS, certain of the Project Approvals include several conditions of approval, including conditions related to certain required public and private improvements (the "Conditions"); and

WHEREAS, City and Developer, by this Agreement, each desire to document and secure the other's improvement and performance obligations related to the

Conditions. The improvements that are the subject of this Agreement are set forth on Schedule A attached hereto (the “Improvements”).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and Developer (the “Parties” or each a “Party”) hereby agree as follows:

AGREEMENT

1. Improvement Agreement. The following subsections of this Section 1 apply to the construction of the Improvements and constitute the requisite “Improvement Agreement” for such Improvements as contemplated by the Project Approvals:

a. **Improvements.** Subject to the terms and conditions of this Agreement, Developer hereby acknowledges and agrees that prior to the issuance of the first certificate of occupancy for the Project, all the Improvements described in Schedule A must be constructed in accordance with the plans and specifications accepted by City staff and in accordance with the Conditions. However, no certificate of occupancy shall be withheld if Developer is unable to complete certain of the Improvements due to the inability to obtain any required property rights (the “Rights,” as defined below) from third parties as described in subsection b. below or due to any delays due to approvals or consents by third-party agencies or for other reasons outside of the reasonable control of Developer.

b. **Right-of Way Acquisition.** Developer, at its sole cost and expense, shall secure all necessary property rights, including but not limited to rights-of-way and public and private easements, for the Improvements (collectively, the “Rights”) and such Rights shall either be set forth on the Project’s final map or be granted by separate instrument. Notwithstanding the foregoing, should Developer, after exercising its good faith efforts to acquire any such Rights, be unable to do so, then at the request of Developer, City shall exercise its power of eminent domain to acquire such Rights; provided that Developer enters first into an agreement with the City to pay for all costs incurred by the City to acquire such Rights. If the City does not acquire the Rights necessary to allow the Improvements to be completed by Developer within the statutory timeline provided by law, then Developer shall be relieved of the obligation to construct those Improvements only to the extent they require property not currently owned by Developer or the City. All necessary Rights for the Improvements to be dedicated to City shall be granted to City concurrently with the inspection and acceptance by the City of the applicable Improvement.

c. **Performance of Work.** Developer, at its sole expense, may engage one or more licensed general contractors and/or subcontractors (hereinafter “Contractors”) to install the Improvements and shall cause all of the Improvements to be constructed in a good and workmanlike manner. Developer shall cause all of the Improvements to be performed at the places, with the materials, in the manner, and at the grades in accordance with the plans and specifications accepted by City staff.

d. **Work: Milestone for Completion of Improvements.** Except as otherwise provided in Section 1(a) above, prior to the issuance of a certificate of occupancy, the Improvements shall be completed to the satisfaction of the City as evidenced by a notice of completion filed with the Napa County Recorder's Office; provided, however, that the City agrees to issue certificates of occupancy for any building if the only Improvements that remain incomplete are those that are (i) subject to an eminent domain action necessary to require the Rights, (ii) delayed by inaction or delays caused by third-party reviewing agencies or other delays outside of the reasonable control of Developer. Furthermore, in the event that any Improvements are not completed prior to the time that the Developer seeks City approval for a certificate of occupancy, the City shall not unreasonably withhold issuance of a certificate of occupancy.

e. **Time is of Essence – Extension.** Time is of the essence for the completion of the Improvements provided, however, that in the event “good cause” is shown therefore, City may extend the time for commencement or completion of the Improvements so as to not unreasonably withhold a certificate of occupancy for any building in the Project.

f. **Repairs and Replacements.** Developer shall cause the replacement 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 property damaged or destroyed by reason of any work done hereunder, whether such 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. Any such repair or replacement shall be to the satisfaction and subject to the approval of the said City's Engineer.

g. **Permits; Compliance with Law.** Developer shall cause, at its sole expense, all permits and licenses necessary for the approval and construction of the Improvements to be obtained and shall cause all necessary notices to be issued and all required fees and taxes to be paid. Such permits shall include but not be limited to City Encroachment Permit(s) if necessary. Developer shall cause the furnishment of proof of the required workers' compensation insurance coverage prior to the Contractors commencement of activities in conjunction with the Improvements.

h. **Inspection by City.** Developer shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work of the Improvements, to assure that the work done shall be done in accordance with the plans and specifications accepted by City staff. Inspections by City are solely for the benefit of City. City shall not be responsible for any defective work or materials which could have been discovered by Developer through independent inspection regardless of whether or not the City undertook such inspections.

i. **Securities.** Prior to issuance of the first building permit for the Project, and in accordance with Government Code section 66499 et seq., Developer shall provide, or cause its Contractor to provide, improvement security for the Improvements based on the

estimated costs thereof in favor of the City in an amount and form reasonably acceptable to the City.

Said security shall be prepared on the standard forms provided by City and available from City's Engineer. Also, the security may be provided separately for each Improvement as shown on Schedule A.

Irrevocable letters of credit or cash deposits or savings account(s) or certificate(s) payable to City in form reasonably satisfactory to City and equivalent to said surety bonds may be accepted by City in place of the bonds with all legal expenses incurred by City in reviewing and approving said bond equivalents to be paid by Developer.

Developer agrees to maintain such surety bonds and/or approved and applicable irrevocable letter(s) of credit, or cash deposit(s), or savings account(s) or other acceptable certificate(s) payable to the City in full force and effect consistent with the terms of this Agreement, including any extensions of time as may be granted by the City.

As and when various discrete components of the Improvements have been constructed and completed and have been accepted by the City pursuant to the terms and conditions of this Agreement, City agrees to issue a notice of completion and acceptance of such components of the Improvements (individually, a "Notice of Completion") and cooperate with Developer to reduce the outstanding amount of the security to reflect the then remaining unpaid costs of the Improvements.

j. **Title to Improvements.** Title to, and ownership of, all Improvements constructed hereunder by Developer which are to be delivered to City or for which there is an irrevocable offer of dedication as set forth on the Project Approvals shall vest absolutely in City upon completion and acceptance of such Improvements by the City. For the avoidance of any doubt, the City shall be deemed to have accepted any irrevocable offers of dedication upon its issuance of a certificate or notice of completion with respect to any Improvements constructed therein and thereon.

k. **Repair or Reconstruction of Defective Work.** If, within a period of one (1) year after the notice of completion evidencing final acceptance of any work of an Improvement performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement, fails to fulfill any of the requirements of this Agreement or the specifications referred to herein, Developer shall, without delay and without any cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part of parts of the work or structure. Should Developer fail to make, or undertake with due diligence, the aforesaid repairs within twenty (20) calendar days after City has given written notice of such failure or should the exigencies of the case require repairs or replacements to be made before Developer can be notified or act, City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to City the actual cost of such repairs. The security described in subsection i. shall be released upon expiration of such one-year period if no claim is made within such period.

l. **Developer Not Agent of City.** Notwithstanding any other provision of this Agreement, neither Developer nor any of Developer's agents, contractors and/or subcontractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this Agreement.

m. **Cost of Engineering and Inspection.** Developer shall be responsible to pay 100% of the costs incurred by City for plan check and inspection services. Should the City elect to utilize the services of a consultant, Developer shall pay the actual and reasonable cost of the consultant's time.

n. **Notice of Breach and Default.** After commencement of work of the Improvements, if Developer refuses or fails to obtain prosecution of the work, or any several parts thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, subject to extension, or if Developer should be adjudged as bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer or any of Developer's contractors, subcontractors, supplier, agents or employees, should violate any of the provisions of this Agreement, City's City Manager or City Council may serve written notice upon Developer and the applicable surety of breach of this Agreement, or any portion thereof, and default of Developer; provided, however, that Developer shall be provided a reasonable period of time within which to cure such defaults.

In the event any such notice of breach is given and surety is present, Developer's surety shall have the duty to take over and complete the work of the Improvements after the expiration of any applicable cure period; 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 five (5) 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 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.

o. **Insurance.** During the work of the Improvements, Developer agrees to have and require its Contractors to maintain the policies set forth in Exhibit B entitled "INSURANCE REQUIREMENTS," which Exhibit is attached and incorporated by this reference. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the parties. A lapse in any required insurance coverage during the work of the Improvements shall be a breach of this Agreement.

Developer shall procure and maintain insurance as set forth in Exhibit B, attached and incorporated by this reference. Developer's obligation to maintain such insurance shall

commence upon the commencement of the work of any of the Improvements and shall expire upon the issuance of the last notice of completion with respect to the Improvements (subject to any so-called "tail" requirements in Exhibit B).

Developer agrees to cause and maintain in force at all times during this Agreement, the provision of workers' compensation insurance as required by law.

Developer agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Developer agree to be bound to Developer and City in the same manner and to the same extent as Developer is bound to City under this Agreement and any other applicable contract documents. Subcontractor further agrees to include these same provisions with any sub-subcontractor. A copy of the indemnity and insurance provisions in this Agreement will be furnished to the subcontractor upon request. Developer shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and will provide proof of compliance to the City.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California.

Developer agrees that if the aforesaid insurance is not kept in full force and effect, City may terminate this Agreement upon ten (10) days prior notice to Developer, unless Developer delivers evidence of insurance to City within such ten (10) day period.

At all times during the term of this Agreement, Developer shall be required to maintain on file with the City a certificate or certificates of the required insurance as set forth in Exhibit B showing that the required insurance policies are in effect in the required amounts.

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of an insurance policy or proceeds available to the named insured.

Developer shall name the City as an additional insured as required in Exhibit B.

p. **Notice of Condition of Property.** Developer will at all times from the effective date of this Agreement to the completion and acceptance of said work of Improvement by the City, give good and adequate warning of each and every dangerous condition caused by the construction of said Improvement and will protect the traveling public therefrom.

q. **Right of Entry.** The City, its officers, agents and employees and the surety of any bond shall have the right from and after date hereof to enter upon the Property and any Rights where the Improvements are located for purposes of inspection and investigation of same at any and all reasonable times.

r. **Expiration of this Section 1.** Upon expiration of the one (1) year period described in subsection k. above (or if a warranty claim has been made within such period, upon full and final resolution of such claim), City at Developer's request shall confirm the termination of this Agreement as it relates to this Section 1 and execute such recordable instruments as may be reasonably requested by Developer to evidence such termination.

2. **Reimbursement Agreement.** Developer and City have entered into a that certain Fee Credit/Fee Reimbursement Agreement, dated as of even date herewith. The provisions of the Fee Credit/Fee Reimbursement Agreement shall continue to apply to the Creditable Improvements (as defined therein), as indicated in Schedule A to this Agreement.

3. **Indemnification of City.** Subject to the final sentence of this Section 3, Developer, by execution of this Agreement, specifically agrees to assume the defense of, indemnify and hold harmless City and its elected representatives, officers, employees, agents, consultants, and volunteers (the "Indemnitees"), from and against all liabilities, actions, damages, claims, losses, or expenses of every type and description, including attorneys' and consultants' fees and expenses (collectively, "Liabilities"), to which they may be subjected or put, by reason of or resulting from the design, construction, or installation of the Improvements, except to the extent the Liabilities arise from the sole negligence, active negligence, or willful misconduct of City and/or the Indemnitees. This indemnification shall extend to Liabilities occurring after this Agreement is terminated as well as while it is in force. Notwithstanding the foregoing, following the acceptance of the Improvements by City, or if there is an applicable warranty, following the end of any applicable warranty period, the Developer shall not be obligated to indemnify the Indemnitees for Liabilities to the extent that such Liabilities arise from Indemnitees' active or passive negligence.

4. **Transfer and Assignments.** Developer shall have the full right to assign this Agreement, in connection with any sale, transfer or conveyance of the Property or portion thereof. Upon the express written assumption by the assignee of such assignment and the conveyances of Developer's interest in the Property related thereto, Developer shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed. If the transferred Property consists of a less than the entire Property, or less than Developer's entire title to or interest in the Property, Developer shall have the right to transfer, sell and/or assign to the transferee only those of Developer's rights and obligations under this Agreement that are allocable or attributable to the transferred Property. Any transferee shall assume in writing the obligations of Developer under this Agreement arising or accruing from and after the effective date of such transfer, sale, or assignment. Developer shall provide City with written notice of any assignment

or transfer of this Agreement no later than thirty (30) days after such assignment or transfer.

5. Attorneys' Fees. In case suit is brought on this Agreement, each Party agrees to pay its own costs and expenses and fees incurred in enforcing any obligations or rights created by this Agreement, including attorneys' fees.

6. Notices. Any notice, payment, or instrument required or permitted by this Agreement to either party shall be deemed to have been received when personally delivered to that party or seventy-two (72) hours following deposit of the same in any United States Post Office, first class, postage prepaid, addressed as follows.

City of American Canyon
Attention: City Manager
4381 Broadway, Suite 201
American Canyon, California 94503

And with copies to:
William D. Ross, Esq.
[address]

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

R.H. Hess Development Company, Inc.
3423 Broadway Street, Suite D-5
American Canyon, CA 94503
Attn: Richard Hess

And with copies to:
Clark Morrison, Esq.
Cox, Castle & Nicholson LLP
50 California Street, Suite 3200
San Francisco, CA 94111

Notices required to be given any surety shall be addressed to its address shown on its bond; provided, that any party or the surety may change such address by notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

7. Ordinances, Rules and Regulations. Developer shall at all times be bound by and abide by all of City's ordinances, rules and regulations now in effect or hereinafter amended or enacted as applicable to the Improvements. This Agreement shall prevail over the terms and conditions of any such ordinances, rules and regulations if there is any conflict between such ordinances, rules and regulations and this Agreement.

8. **Binding Form of Agreement.** It is agreed by and between the Parties to this Agreement that the Agreement firmly binds the Parties, their heirs, executors, administrators, successors or assignees, jointly and severally. Upon expiration of the one (1) year period described in Section 1.k. (or if a warranty claim has been made within such period, upon full and final resolution of such claim), City at Developer's request shall confirm the termination of this Agreement as it relates to Section 1 and execute such recordable instruments as may be reasonably requested by Developer to evidence such termination.

9. **Governing Law and Venue.** This Agreement and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of California. The venue for any legal action in state court filed by a Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. The venue for any legal action in federal court filed by a Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement within the jurisdiction of the Federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceeding under this Agreement shall be in Napa County, California; however, nothing in this Agreement section shall obligate a Party to submit to arbitration any dispute arising under this Agreement.

10. **No Waiver.** Any waiver at any time by any Party hereto of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other default or matter.

11. **Severability.** In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any other respect, then such provision or provisions only shall be deemed null and void and shall not affect the validity of this Agreement, and the remaining provisions of this Agreement shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.

12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all of which when taken together shall constitute but one Agreement.

[Agreement continued on next page]

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

"City"

City of American Canyon

By: _____

City Manager

"Developer"

R.H. Hess Development Company, Inc.

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Deputy City Clerk

APPROVED AS TO FORM:

By: _____

William D. Ross

City Attorney

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B
INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. Those that have an "X" indicated in the space before the requirement apply.

Developer shall procure and maintain for the duration of the Agreement as it relates to the construction of the Improvements insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Developer, its agents, representatives, employees or subcontractors.

Developer shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Developer shall furnish City with copies of original endorsements affecting coverage required by this Exhibit B. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Developer's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

- ___ Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- ___ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- ___ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

- ___ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), or if Developer has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.

- ___ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.

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

Professional Liability (Errors and Omissions):

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

- ___ Insurance appropriate to the Developer or Developer's Consultant profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate

- ___ (If Design/Build), with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

- ___ Insurance appropriate to the Developer or Developer's Consultant profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

- ___ Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Not required if Developer provides written verification it has no employees)*

The Developer (or its Contractors) makes the following certification, required by Section 1861 of the California Labor Code:

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

Developer (or Contractor) Signature

Builder's Risk (Course of Construction):

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

Surety Bonds:

____ Contractor shall provide the following Surety Bonds or Irrevocable letters of credit or cash deposits or savings account(s) or certificate(s) payable to City:

1. Performance Bond
2. Payment Bond
3. Maintenance Bond

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

Developer's Pollution Legal Liability:

____ Developer's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **\$1,000,000** per occurrence or claim and **\$2,000,000** policy aggregate.

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

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

Additional Insured Status:

The insurance policies are to contain, or be endorsed to contain the following provision:

The City, its elected and appointed officials, officers, attorneys, agents, and employees are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Developer or Consultant or any Subcontractors including materials, parts, or equipment furnished in connection with such work or operations, including completed operations. General liability coverage can be provided in the form of an endorsement to the Developer's or Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

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

Primary Coverage:

The insurance policies are to contain, or be endorsed to contain the following provision:

For any claims related to this contract, the **Developer's insurance coverage shall be primary insurance** as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees. Any insurance or self-insurance maintained by the City its elected and appointed officials, officers, attorneys, agents, and employees shall be in excess of the Developer's insurance and shall not contribute with it.

Notice of Cancellation, Suspension or Otherwise Voiding Policies:

Each insurance policy required above shall contain, or be endorsed to contain **that**

coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

Waiver of Subrogation:

Developer hereby grants to City a waiver of any right to subrogation which any insurer of said Developer may acquire against the City by virtue of the payment of any loss under such insurance. Developer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation Policy shall be endorsed with a waiver of subrogation** in favor of the City for all work performed by Developer or Contractor, its employees, agents and subcontractors.

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

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

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

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

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

Completed Operations

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

Acceptability of Insurers:

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

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

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

Subcontractors:

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

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

Verification of Coverage:

Developer shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All

certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Developer's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

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

Failure to Comply:

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

Applicability of Coverage:

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

Oat Hill Multi-Family Residential Project
City of American Canyon
Schedule A: Improvements

IMPROVEMENT	REIMBURSEMENT
<p><u>Napa Junction Road Improvements:</u></p> <ul style="list-style-type: none"> • Construct an approximately 300-foot segment of Napa Junction Road between the Hess Road/Napa Junction Road intersection and the existing roadway fronting Napa Junction Magnet Elementary School. The preliminary roadway shall have a curb-to-curb width of 40-feet with 5-foot wide (includes curb width) attached sidewalks on both sides. The final roadway section shall be as determined by the City Engineer. The extent of the roadway construction may be extended as necessary to meet City roadway geometric standards. • Construct a new 5-foot wide (includes curb width) attached sidewalk along the south side of Napa Junction Road between the east end of the new road segment described above to the existing sidewalk approximately 100-feet west of Theresa Avenue. • Construct a new 5-foot wide attached sidewalk along the south side of Napa Junction Road between the Hess Road intersection and the western limit of Parcel A. 	<p>Subject to Fee Credit/Fee Reimbursement Agreement</p>
<p><u>Water Main Replacement in Napa Junction Road:</u></p> <ul style="list-style-type: none"> • Replace approximately 590 linear feet of the existing 6-inch water main in Napa Junction Road with a new 12-inch water main between the intersection with Theresa Avenue to the intersection with Hess Road, connecting to the existing water mains in those intersections. 	<p>Subject to Fee Credit/Fee Reimbursement Agreement</p>
<p><u>Sanitary Sewer Main Replacement in Napa Junction Road and Theresa Avenue:</u></p> <ul style="list-style-type: none"> • Replace approximately 1,800 linear feet of the existing 6-inch sanitary sewer mains in Napa Junction Road between Hess Road and Theresa Avenue and in Theresa Avenue from Napa 	<p>Subject to Fee Credit/Fee Reimbursement Agreement</p>

IMPROVEMENT	REIMBURSEMENT
<p>Junction Road to a point approximately 1,200 linear feet south thereof with new 8-inch and 10-inch sanitary sewer mains. The Engineer of Record shall conduct a capacity analysis for the new sanitary sewers to determine where it should upsize from 8-inch to 10-inch.</p>	
<p><u>Recycled Water Main in Lombard Road and Hess Road:</u></p> <ul style="list-style-type: none"> • Install approximately 1,300 linear feet of a new 8-inch recycled water main in Lombard Road between the cul-de-sac at its northern terminus and Hess Drive and in Hess Drive between Lombard Road and the Little League fields. 	<p>Subject to Fee Credit/Fee Reimbursement Agreement</p>
<p><u>Water Main in Napa Junction Road</u></p> <ul style="list-style-type: none"> • Install approximately 1,310 linear feet of 12-inch water main in Napa Junction Road from the intersection of Hess Road to the Oat Hill Tank #2, connecting to the existing 12-inch water mains. 	<p>Subject to Fee Credit/Fee Reimbursement Agreement</p>
<p><u>Fire Flow Demand:</u></p> <ul style="list-style-type: none"> • Install public water system improvements sufficient to meet the domestic and fire flow demands of the project by upgrading the City's existing Oat Hill Pump Station that feeds Oat Hill Tank #2 from Oat Hill Tank #1. 	
<p><u>Storm Drain Facilities:</u></p> <ul style="list-style-type: none"> • Construct private on-site drainage facilities, detention facilities, and other appurtenances to collect and convey all surface drainage to an approved private storm drain facility or outfall. Onsite drainage facilities shall provide for the positive drainage of all adjacent upstream or upgrade properties to prevent ponding. Existing run-on from adjacent properties shall not be obstructed and shall be conveyed onsite. Off-site peak storm water discharge shall not exceed 90% of the undeveloped peak flow from the 24-hour, 100-year event. The storm drains and detention facilities shall be substantially consistent with the Preliminary Plans. However, the sizing of all 	

IMPROVEMENT	REIMBURSEMENT
<p>storm drains and detention facilities shall be determined by the approved final drainage report.</p>	
<p><u>Stormwater Quality Facilities:</u></p> <ul style="list-style-type: none"> • Permanent on-site private post-construction stormwater treatment BMPs shall be designed and constructed in accordance with the approved final Stormwater Control Plan (SWCP). Runoff from all roof drains shall be conveyed to the onsite stormwater treatment facilities. 	
<p><u>Emergency Vehicle Access Road</u></p> <ul style="list-style-type: none"> • Construct a 20-foot wide paved vehicle road on Oat Hill Parcel A and across Oat Hill Parcel B connecting to Napa Junction Road. 	

CITY OF AMERICAN CANYON
FEE CREDIT / FEE REIMBURSEMENT AGREEMENT
FOR WATER, SEWER, AND ROAD INFRASTRUCTURE
IMPROVEMENTS

R.H. HESS DEVELOPMENT COMPANY
OAT HILL MULTI-FAMILY PROJECT

This Fee Credit / Fee Reimbursement Agreement (the “**Agreement**”) is entered into as of the 3rd day of May, 2022, by and between the City of American Canyon, a municipal corporation (the “**City**”), and R.H. Hess Development Company, Inc. (“**Developer**”).

RECITALS

WHEREAS, Developer is the owner of certain real property comprised of approximately 20.8 acres on two parcels (Parcel A and Parcel B) and located southwest of the Napa Junction Road and Hess Road intersection in the City of American Canyon, California (APNs 058-380-008 and 058-320-001), as shown in Exhibit A;

WHEREAS, on August 17, 2020, Developer submitted entitlement applications for the development of 291 residential units and associated amenities on Parcels A and B (the “**Project**”);

WHEREAS, on September 21, 2021, the City adopted Ordinance Nos. 2021-05 and -06, approving a General Plan Amendment and Rezone to re-designate Parcel A as Residential High Density, 16 dwelling units per acre (RH-1), rezone Parcel A to Residential High Density (RH), re-designate Parcel B as Residential Medium Density, 12 dwelling units per acre (RM), and rezone Parcel B to Residential Medium Density (RM). On that date, the City also adopted Resolution Nos. 2021-61, -62, -63, -64, -76, -77, -78, and -79, approving Tentative Maps and Design Permits for the Project and certifying an Initial Study/Mitigated Negative Declaration for the Project, among other approvals;

WHEREAS, City Municipal Code section 13.06.110 authorizes the City to enter into fee credit and fee reimbursement agreements for the construction of off-site or oversized improvements to the City’s water or sewer system;

WHEREAS, Resolution Nos. 2021-76, -77, -78, and -79, approving Tentative Maps and Design Permits for the Project, provide that certain other water and road infrastructure improvements constructed by Developer qualify for fee credits and fee reimbursement for the costs of such improvements;

WHEREAS, Developer proposes to construct certain eligible water, sewer, recycled water, and road improvements as part of the Project that would otherwise be financed by City fees and rates and built by the City; and

WHEREAS, this Agreement provides for the allocation of certain fee credits and fee reimbursement for the costs of such improvements.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and Developer hereby agree as follows:

AGREEMENT

Section 1 Construction of Facilities

1.1 Prior to the issuance of the first certificate of occupancy for the Project, subject to the requirements of the Subdivision Improvement Agreement and except as provided therein, Developer will construct the improvement projects depicted in Exhibit B and listed in Exhibit C and identified in Conditions of Approval (“COA”) provided in Resolution Nos. 2021-76 (COA No. 76), -77 (COA No. 73), -78 (COA No. 75), and -79 (COA No. 74), approving Tentative Maps and Design Permits for the Project (the “**Creditable Improvements**”).

1.2 Developer shall cause the construction of the Creditable Improvements in accordance with the Subdivision Improvement Agreement.

1.3. In consideration of Developer constructing the Creditable Improvements, the City agrees to provide fee credits and fee reimbursement to Developer subject to the terms of this Agreement.

Section 2 Permits, Process, and Procedures

2.1 Developer shall be responsible for obtaining all necessary permits for construction of the Creditable Improvements, provided the City shall use its best efforts to expedite plan and permitting review associated with the Creditable Improvements and the Project.

2.2 The Developer shall be responsible for complying with all applicable laws, codes, and regulations relating to contracting and construction procedures for publicly-funded public works projects, including, but not limited to, competitively bidding the construction work and paying prevailing wages, to the extent such requirements apply.

Section 3 Fee Credits for the Costs of the Creditable Improvements

3.1 In consideration of Developer’s construction of the Creditable Improvements, the City shall credit the Developer for all amounts spent, or authorized to be spent, in connection with the planning, financing, acquisition, and development of the Creditable Improvements, based upon the Actual Costs thereof, as approved by the City Engineer (the “**Fee Credits**”).

“**Actual Costs**” means all of the costs incurred by the Developer to construct the Creditable Improvements. Actual Costs shall consist of the costs of (i) construction of the Creditable Improvements, based on the price included in any construction contract or reasonable change orders for the construction of the Creditable Improvements and (ii) traffic control, staging and storm water pollution prevention implementation measures (i.e., structural BMPs) related to such construction, plus (iii) an allowance for Soft Costs associated with construction. “**Soft Costs**” shall include, without limitation, costs associated with storm water pollution prevention monitoring and management (i.e., non-structural BMPs) and engineering, design, environmental, permitting, inspection, testing, surveying, and bonding related to the construction of the

Creditable Improvements. In no event shall Soft Costs exceed the amount of 25 percent of the Actual Costs. Developer must provide contracts, invoices and any other form of documentation to substantiate the Actual Costs. However, in consideration of the foregoing 25 percent allowance for Soft Costs based on the Actual Costs, Developer shall not be obligated to provide contracts, invoices or any other form of documentation to substantiate the actual amount of Soft Costs incurred, nor shall Developer be allowed to request a greater amount due to actual Soft Costs exceeding this fixed-percentage allowance.

For construction change orders to be given consideration for Fee Credit or Fee Reimbursement, the Developer must:

- Present the change order request to the extent the change order is in excess of 5% of the aggregate Estimated Costs and estimated cost along with supporting information to the City; and
- Fully document any work performed under a change order to verify all associated costs.

Failure to comply with any of these procedures may result in the ineligibility of the requested change order for Fee Credit/Fee Reimbursement.

3.2 The Fee Credits shall be available upon full execution of this Agreement. City and Developer acknowledge that the Actual Costs are unknown at the time of execution of this Agreement. Accordingly, the Fee Credits or Fee Reimbursements available shall be based on the Estimated Costs of the planning, financing, and development of the Creditable Improvements, which will be determined by the City Engineer and Developer prior to the issuance of building permits (the “**Estimated Costs**”). The City Engineer and Developer will reasonably determine the Estimated Costs for the following improvements:

- Napa Junction Road Improvements;
- Water Main Replacement in Napa Junction Road;
- Sanitary Sewer Main Replacement in Napa Junction Road and Theresa Avenue;
- Recycled Water Main in Lombard Road and Hess Road; and
- Water Main Extension.

3.3 The Fee Credits shall apply to the following City fees charged by the City. When and as fees are imposed for each building permit, the Developer may use a portion of the Fee Credit, on a dollar for dollar basis, against the fees charged. Usage of Fee Credits by Developer for each building permit shall serve to reduce the total Fee Credit in an equivalent amount to the amount of credit used.

- Napa Junction Road Improvements shall apply to the City’s Traffic Impact Fee;
- Water Main Replacement in Napa Junction Road shall apply to the City’s Water Capacity Fee;
- Sanitary Sewer Main Replacement in Napa Junction Road and Theresa Avenue shall apply to the City’s Wastewater Capacity Fee;

- Recycled Water Main in Lombard Road and Hess Road shall be assumed to provide a sufficient potable water demand offset to comply with the City’s Zero Water Footprint policy such that the Project shall not be required to pay any Zero Water Footprint fees; and
- Water Main Extension shall apply to the City’s Water Capacity Fee.

3.4 City and Developer acknowledge that the Actual Costs may vary from the Estimated Costs. Any variation in costs shall be agreed to and/or resolved by the parties as provided in Section 6 below.

Section 4 Fee Reimbursements

4.1 Notwithstanding Section 3, above, the amount of Fee Credits granted to Developer pursuant to this Agreement shall not exceed the amount of City fees due from the Developer as a result of the Project. If the amount of the Fee Credit from Section 3 exceeds the fee obligation of the Developer for the Project, the remaining balance shall be paid as a reimbursement to Developer pursuant to the procedures set forth herein (the “**Fee Reimbursement**”).

4.2 The Fee Reimbursement, if any, shall be paid by the City as fee and rate revenues are collected within the City. After completion of the Creditable Improvements, such payments shall be made by the City at least quarterly throughout the year as funds become available. Developer shall have first priority for reimbursement over any reimbursement obligations promised, agreed to, and/or approved by the City after the Effective Date of this Agreement.

4.3 The Fee Reimbursement shall accrue interest thereon at the rate of four percent (4%) per annum, commencing as of the Effective Date of this Agreement and continuing until the Fee Reimbursement is paid in full or until the Fee Reimbursement reverts to a Fee Credit as described in Section 4.4, below.

4.4 If, after five (5) years, the City has not paid the full amount of the Fee Reimbursement due to Developer, the balance shall revert to a Fee Credit, which Developer may use on any property in the City or transfer to other owners, builders, or developers, as set forth in Section 8, below.

4.5 This Section 4 shall not apply to the Recycled Water Main in Lombard Road and Hess Road Creditable Improvement project which, upon completion, shall be assumed to provide a sufficient potable water demand offset to comply with the City’s Zero Water Footprint policy such that the Project shall not be required to pay any Zero Water Footprint fees.

Section 5 Annual Adjustments to Fee Credits and Fee Reimbursements

5.1 On each annual anniversary date of the Effective Date, the amount of the Fee Credit granted to Developer hereunder, and the amount of the Fee Reimbursement owed to Developer hereunder, if any, shall be adjusted, up or down, by the annual change in the Engineering News Record Construction Cost Index or comparable index (the “CCI”), provided

any such downward adjustment shall not go below the Actual Cost of the Creditable Improvements, as approved by the City.

5.2 This Section 5 shall not apply to the Recycled Water Main in Lombard Road and Hess Road Creditable Improvement project which, upon completion, shall be assumed to provide a sufficient potable water demand offset to comply with the City's Zero Water Footprint policy such that the Project shall not be required to pay any Zero Water Footprint fees.

Section 6 **"True Up" of Fee Credits**

6.1 Upon completion of the Creditable Improvements, the final determination of the Actual Costs upon with the Fee Credit/Fee Reimbursement amounts are based shall be determined by the City Engineer, based on documentation thereof provided by Developer.

6.2 In order to secure final Fee Credit and/or commitment for Fee Reimbursement, Developer shall provide the following items to the City Engineer upon completion of the Creditable Improvements in order for the City to determine the Actual Costs incurred by Developer for the Creditable Improvements:

- a) Copies of the original construction contracts and any change orders that have been agreed to by the Developer, contractor, and the City. The portion of each change order associated with the Creditable Improvements must be itemized separately;
- b) Copies of all invoices and certified payroll records, with unconditional lien releases, submitted by the contractor;
- c) Copies of all checks issued by the Developer with related invoices indicated; and
- d) A summary tabulation of all contractor invoices and Developer payments.

6.3 If the Actual Costs for the Creditable Improvements exceeds the Estimated Costs on which the Fee Credits are based, the difference will be treated as additional Fee Reimbursement amounts, due and payable as described in Section 4, above.

6.4 If the Actual Costs of the Creditable Improvements are less than the Estimated Costs on which the Fee Credits are based, the difference will first be used to reduce the amount of any Fee Reimbursement and then to relinquish the amount of any unused Fee Credits. If and to the extent any Fee Credits have been used in excess of the Actual Costs, Developer, or Developer's assigns, shall repay such excess in cash, within thirty (30) calendar days of receipt of notice from the City of the amount to be repaid.

6.5 This Section 6 shall not apply to the Recycled Water Main in Lombard Road and Hess Road Creditable Improvement project which, upon completion, shall be assumed to provide a sufficient potable water demand offset to comply with the City's Zero Water Footprint policy such that the Project shall not be required to pay any Zero Water Footprint fees.

Section 7 **Application of Fee Credits**

7.1 Fee Credits provided pursuant to this Agreement are personal to the owner of the Project but are not limited to the Project. Fee Credits may be applied by the owner of the Project to any property located in the City, upon notice from the Developer, in accordance with the form

attached hereto as Exhibit D. Such Fee Credits shall apply to the same type of City fees identified in Section 3.3.

7.2 This Section 7 shall not apply to the Recycled Water Main in Lombard Road and Hess Road Creditable Improvement project which, upon completion, shall be assumed to provide a sufficient potable water demand offset to comply with the City's Zero Water Footprint policy such that the Project shall not be required to pay any Zero Water Footprint fees. The Recycled Water Main in Lombard Road and Hess Road Creditable Improvement project is limited to the Project.

Section 8 **Transfer of Fee Credits and Fee Reimbursements**

8.1 Fee Credits and Fee Reimbursements granted to Developer pursuant to this Agreement may be transferred to other owners, builders, or developers. To effect such a transfer, Developer shall submit a completed form to the City Engineer in substantially the same format as set forth in Exhibit E that will (i) reference this Agreement; (ii) identify the Developer and assignee if Fee Credits or Fee Reimbursements are being assigned to a builder or other party; and (iii) identify the Fee Credit or Fee Reimbursement balance before and after the transfer. The form must be signed by the Developer, its Assignee, and the City Engineer, and an executed copy of the form shall be kept on file. Section 4.4, above, shall apply to any Fee Reimbursements transferred pursuant to this section.

Section 9 **Inspection and Completion**

9.1 City shall, at all times, upon reasonable advance notice, have reasonable access to the construction site during construction of the Creditable Improvements, and Developer shall furnish City with all reasonable information necessary for ascertaining full knowledge of the Creditable Improvements with respect to the progress, workmanship, and character of materials and equipment used and employed in the work.

9.2 Whenever the contractors retained by Developer vary the normal period during which work or any portion of it is carried out on each day, Developer shall give timely notice to the City so that the City's representative may, if he or she wishes, be present to observe the work in progress. Developer shall give timely notice to the City in advance of backfilling or otherwise covering any part of the work so that the City's representative may, if he or she wishes, observe the work before it is concealed.

9.3 Observation of the work by the City shall not relieve Developer of any of its obligations to complete construction in accordance with the plans and specifications approved by the City Engineer.

9.4 At such time as the Developer believes a Creditable Improvement is complete, the Developer shall provide written notice of completion to the City, requesting an inspection. Within ten (10) business days following the date of receipt of the Developer's written notice of completion, the City shall conduct a final inspection of the Creditable Improvements. If, during the final inspection, the City determines that the Creditable Improvements have not been completed in accordance with all applicable codes, regulations, permits and approved plans, the

City shall prepare a punch list of all items to be completed by the Developer and shall provide such punch list to the Developer within five (5) business days following the final inspection, or as soon as practical thereafter. If the City delivers such punch list to the Developer, then the Developer shall undertake to repair such punch list items in a diligent manner within sixty (60) calendar days. Upon completion of the punch list work, the Developer shall request another final inspection from the City and within five (5) business days following such written notice from the Developer, the City shall conduct another final inspection. If the City determines that the punch list work is complete and no other deficiencies are identified, the Developer will be deemed to have successfully completed the final inspection. If the City determines that the punch list work is not complete, then City and Developer shall repeat the inspection/punch list procedures specified in this Section 9.4 until the successful completion of the punch list work and a final inspection. At such time as Developer has successfully completed the final inspection, City shall take all actions necessary to accept the completed Creditable Improvements within thirty (30) calendar days, or as soon as practical, thereafter.

Section 10 Improvement Security

10.1 Prior to issuance of the first building permit for the Project, and in accordance with Government Code section 66499 et seq., Developer shall provide, or cause its contractor to provide, improvement security for the Creditable Improvements based on the Estimated Costs thereof in favor of the City in an amount and form acceptable to the City.

Section 11 Limited City Obligation

11.1 The obligations arising from this Agreement are not a debt of the City, nor a legal or equitable pledge, charge, lien, or encumbrance, upon any of its property, or upon any of its income, receipts, or revenues, and are payable only from water and sewer capacity fees and rates and traffic impact fees paid to the City.

Section 12 Conveyance of Creditable Improvements

12.1 Once Developer has completed construction of the Creditable Improvements and the Creditable Improvements are accepted and deemed satisfactory by the City, the Creditable Improvements automatically become the property of the City. Developer and City shall take any and all actions necessary to convey and vest full, complete and clear title in said facilities to the City.

Section 13 Delivery of As-Built Plans and Specifications

13.1 Prior to acceptance of the Creditable Improvements by City, Developer shall deliver to City copies of all as-built plans (if any), specifications, operating manuals, service manuals, warranties and other documents relating to the design, construction, and operation of the Creditable Improvements described in this Agreement.

Section 14 Liens, Claims, and Encumbrances

14.1 Notwithstanding any other provision or term of this Agreement, the City shall have no obligation to apply Fee Credits or pay Fee Reimbursements after final acceptances for

the Creditable Improvements until Developer has cleared any and all liens, claims and encumbrances from said facility, and provided the required guarantee documentation, guarantee, and assurance in writing, to the satisfaction of the City. Nothing herein shall prevent the application of Fee Credits prior to final acceptance of the Creditable Improvements, so long as Developer is not otherwise in breach of this Agreement.

Section 15 Intentionally Deleted. [NOTE TO CITY. THIS IS COVERED IN THE SUBDIVISION IMPROVEMENT AGREEMENT]

Section 16 Third Party Liability

16.1 City does not assume any liability, duty or obligation to Developer’s contractors, subcontractors or agents by execution or performance of this Agreement and no contractors, subcontractors, agents or any parties are third party beneficiaries of this Agreement.

Section 17 Intentionally Deleted. [NOTE TO CITY. THIS IS COVERED IN THE SUBDIVISION IMPROVEMENT AGREEMENT]

17.1 **Section 18 Binding on Successors and Assigns**

18.1 Each and every provision of this Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto, in the same manner as if such parties had been expressly named herein.

18.2 Developer shall have the right to assign or transfer this Agreement to any person, firm, or corporation at any time during the term of the Agreement. Developer shall provide City with written notice of any assignment or transfer of this Agreement no later than thirty (30) days after such assignment or transfer. Express written assumption by such assignee or transferee of the burdens and obligations of the Agreement shall release and relieve Developer of such burdens and obligations.

Section 19 Authority to Enter into Agreement

19.1 Developer and City certify that they are legally empowered to enter into this Agreement.

Section 20 Notice

20.1 Any notice, payment, or instrument required or permitted by this Agreement to either party shall be deemed to have been received when personally delivered to that party or seventy-two (72) hours following deposit of the same in any United States Post Office, first class, postage prepaid, addressed as follows:

City: City of American Canyon
 Public Works Department
 4381 Broadway Street, Suite 201
 American Canyon, CA 94503
 Attn: _____

Developer: R.H. Hess Development Company, Inc.
3423 Broadway Street, Suite D-5
American Canyon, CA 94503
Attn: Richard Hess

20.2 Either party hereto may, by notice given hereunder, designate a different address to which subsequent notices, payments, and instruments shall be delivered to it.

Section 21 **Term**

21.1 The term of this Agreement shall start on the day and year duly executed by all parties and shall remain in effect for a period of ten (10) years or until all the terms and conditions contained in this Agreement have been satisfied, whichever comes first.

21.2 Notwithstanding Section 21.1, any outstanding Fee Credits or Fee Reimbursements due to Developer or its transfers, successors, or assigns shall survive termination of this Agreement.

Section 22 **Captions**

22.1 Captions to Sections of this Agreement are for convenience purposes only, and are not part of this Agreement.

Section 23 **Severability**

23.1 If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

Section 24 **Governing Law; Venue**

24.1 This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of Napa, State of California.

Section 25 **Exhibits**

25.1 The Exhibits attached hereto are hereby incorporated herein by this reference. In the event of any conflict between this Agreement and its Exhibits, the provisions of this Agreement shall govern.

Section 26 **Entire Agreement**

26.1 This Agreement contains the entire agreement between the parties with respect to the matters contained herein and may be amended only by subsequent written agreement signed by both parties.

26.2 Notwithstanding the above, Developer and City have entered into a that certain Subdivision Improvement Agreement, dated of even date herewith (“Subdivision Improvement Agreement”). The provisions of the Subdivision Improvement Agreement shall continue to apply to the Improvements (as defined therein).

Section 27 **Counterparts**

27.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one instrument.

Section 28 **Construction and Interpretation**

28.1 Developer and City agree and acknowledge that the provisions of this Agreement have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Agreement shall not be resolved against the drafting party.

Section 29 **Appeals/Dispute Resolution**

29.1 Developer may appeal any final determination by the City Engineer to the City Manager and thereafter to the City Council. Prior to submitting the matter to the City Council, the City Manager may, in his/her discretion, elect to engage the services of a mediator to attempt to mediate the dispute in a non-binding fashion, not to exceed a total of thirty (30) calendar days. Any decision of the City Council shall be final with no right of further appeal or action thereafter.

Section 30 **Effective Date**

30.1 The date of approval by the City Council of this Agreement shall be deemed to be the “**Effective Date**” of this Agreement. Upon execution of this Agreement by the City, the City shall insert the Effective Date in the Preamble to this Agreement and provide a copy of this fully executed and dated Agreement to Developer.

IN WITNESS WHEREOF, the City of American Canyon, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. _____, adopted by the Council of the City of American Canyon on the 3rd day of May, 2022, and Developer has caused this Agreement to be executed.

[SIGNATURES ON FOLLOWING PAGE(S)]

CITY:

CITY OF AMERICAN CANYON,
a municipal corporation

By: _____
Its: City Manager

DEVELOPER:

R.H. HESS DEVELOPMENT COMPANY,
INC.

By: Richard Hess
Title: _____

ATTEST:

By: _____
Its: City Clerk

APPROVED AS TO FORM:

By: _____
Its: City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
Its: Public Works Director

EXHIBIT A
[Project Location Map]

EXHIBIT B
[Figures of Improvements]

EXHIBIT C

[List/Description of Improvements]

1. Napa Junction Road Improvements:
 - a. Construct an approximately 300-foot segment of Napa Junction Road between the Hess Road/Napa Junction Road intersection and the existing roadway fronting Napa Junction Magnet Elementary School. The preliminary roadway shall have a curb-to-curb width of 40-feet with 5-foot wide (includes curb width) attached sidewalks on both sides. The final roadway section shall be as determined by the City Engineer. The extent of the roadway construction may be extended as necessary to meet City roadway geometric standards.
 - b. Construct a new 5-foot wide (includes curb width) attached sidewalk along the south side of Napa Junction Road between the east end of the new road segment described above to the existing sidewalk approximately 100-feet west of Theresa Avenue.
 - c. Construct a new 5-foot wide attached sidewalk along the south side of Napa Junction Road between its intersection with Hess Road and the west end of Parcel A's frontage.
2. Water Main Replacement in Napa Junction Road: Replace approximately 590 linear feet of the existing 6-inch water main in Napa Junction Road with a new 12-inch water main between the intersection with Theresa Avenue to the intersection with Hess Road, connecting to the existing water mains in those intersections.
3. Sanitary Sewer Main Replacement in Napa Junction Road and Theresa Avenue: Replace approximately 1,800 linear feet of the existing 6-inch sanitary sewer mains in Napa Junction Road between Hess Road and Theresa Avenue and in Theresa Avenue from Napa Junction Road to a point approximately 1,200 linear feet south thereof with new 8- inch and 10-inch sanitary sewer mains. The Engineer of Record shall conduct a capacity analysis for the new sanitary sewers to determine where it should upsize from 8-inch to 10-inch.
4. Recycled Water Main in Lombard Road and Hess Road: Install approximately 1,300 linear feet of a new 8-inch recycled water main in Lombard Road between the cul-de-sac at its northern terminus and Hess Drive and in Hess Drive between Lombard Road and the Little League fields.
5. Water Main Extension: Install approximately 1,310 linear feet of 12-inch water main in Napa Junction Road from the intersection of Hess Road to the Oat Hill Tank #2, connecting to the existing 12-inch water mains.

EXHIBIT D

Form of Certificate of Application of Fee Credits

The undersigned Developer, as the holder of certain Fee Credits related to the Fee Credit / Fee Reimbursement Agreement between Developer and the City of American Canyon, dated _____ (the "Agreement"), hereby elects to apply the amount of Fee Credits indicated below as a credit against the fees otherwise payable in connection with the issuance of building permit(s) for development of the property within the City described below:

Developer's Legal Name: _____

Project Name: _____

Amount of Applied Fee Credits: \$ _____

Fee Credit Balance Available under Agreement Before Application: \$ _____

Fee Credit Balance Available under Agreement After Application: \$ _____

APPROVED: City Engineer: _____

DEVELOPER:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT E

Form of Certificate of Assignment and Transfer of Fee Credit / Fee Reimbursement

The undersigned Developer, as the holder of certain Fee Credits or Fee Reimbursements related to the Fee Credit / Fee Reimbursement Agreement between Developer and the City of American Canyon, dated _____ (the "Agreement"), hereby assigns, transfers and conveys to the undersigned Assignee the amount of Fee Credits or Fee Reimbursements as indicated below:

Developer's Legal Name: _____

Assignee's Name: _____

Amount of Assigned Fee Credits/Reimbursements: \$ _____

Fee Credit/Reimbursement Balance Available under Agreement Before Transfer: \$ _____

Fee Credit/Reimbursement Balance Available under Agreement After Transfer: \$ _____

APPROVED: City Engineer: _____

DEVELOPER:

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE:

By: _____

Name: _____

Title: _____

Date: _____

Contact Information: _____



TITLE

Enhanced Solid Waste Services and Rates (SB 1383)

RECOMMENDATION

Provide direction regarding enhanced solid waste services and rates required by SB 1383.

CONTACT

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

BACKGROUND & ANALYSIS

On November 16, 2021, City Council adopted Ordinance No. 2021-08 modifying Title 8 (Health and Safety) of the American Canyon Municipal Code to add Chapter 8.20 Mandatory Municipal Solid Waste, Recycling and Compost Material Disposal Reduction. The adopted Ordinance is a requirement of State Senate Bill 1383 (SB 1383), the Short-lived Climate Pollutant Reduction Act of 2016, requiring the California Department of Resources Recycling and Recovery (CalRecycle) to develop regulations to reduce organics in landfills as a source of methane and went into effect on January 1, 2022.

As adopted by CalRecycle, these SB 1383 regulations require all jurisdictions to implement a mandatory organic recycling ordinance and enforcement mechanisms to ensure that all covered residential and commercial generators are compliant with the regulations. This legislation requires all businesses, residents, and multi-family apartments to have access to recycling programs that capture food scraps, landscaping waste, among other organic waste materials.

On December 21, 2021, City Council was provided the following steps for implementing SB1383:

1. Recology needs to provide a cost for the additional programs mandated by SB 1383 in order to facilitate a contract amendment.
2. The County of Napa, with all municipal agencies participating, has started a countywide Edible Food Recovery study identifying all Tier One and Tier Two generators and assessing the capacity and developing a capacity plan countywide.
3. The City's Environmental Specialist that oversaw solid waste and several other City programs retired in 2021, and the City has not filled the vacancy. The City is utilizing a combination of staff augmentation through consultants and current City staff to work on site assessments, enforcement, training, and monitoring needed to successfully get all residential and

commercial accounts set up with organics collection and reporting to CalRecycle.

Following the December meeting, City staff and Recology met on several occasions to discuss the rate increases needed to implement the baseline requirements of SB 1383 and several service options to consider. The baseline requirements and options to consider are below:

- SB1383 Requirements (baseline increase)
 - Organics collection for all residential customers, including food waste
 - Color-compliant carts and containers
- Additional Service Options
 - Route reviews (inspecting trash bins)
 - Public Outreach & Education
 - New City Recycling Coordinator (City Hire)

The attached presentation details the various rate structure options proposed for the City as well as a solid waste rate comparison of other agencies within Napa County and immediately adjacent City agencies. The below table is a snapshot of the current City residential rate, baseline increase (meets the minimum SB1383 requirement) and City staff recommendation:

Residential Bin Size	Current Residential Rates	Baseline Increase (Option 1*)	Staff Recommendation (Option 3**)
32-gallon	\$25.46	\$27.24	\$29.79
64-gallon	\$38.71	\$41.42	\$45.29
96-gallon	\$56.24	\$60.18	\$65.80

* Increase for Residential Food Waste Only

** Residential for Food Waste and 8.2% franchise fee (City) for 1 full time employee

City staff have been able to meet the needs for commercial inspection and reporting requirements to date, but the implementation of the residential requirements of SB1383 is a new unfunded mandate that will take a considerable amount of time for inspection, reporting, enforcement, and public outreach. Note: commercial rates are not increasing at this time as recycling requirements, including inspection, reporting, and enforcement, have been in place for some time with the current rate structure; therefore the focus is on residential rates.

With the implementation of SB1383, there is a potential opportunity for residents to reduce their larger landfill bin size depending on their ability to recycle organics in their yard waste bin. In addition, eligible residents are able to apply for the Recology Cares Program which equates to an approximate 15% rate reduction to their bill.

Recology has informed the City that implementation of the SB1383 residential requirements could be implemented immediately following an adopted rate structure and amended franchise

agreement.

Staff is requesting City Council to discuss and provide feedback on the various rate options. Solid Waste rates are governed by the Proposition 218 (Prop 218) process; therefore pending City Council consensus on a preferred option, City staff will return to City Council on June 7, 2022 to set a public hearing date for the preferred option. The Prop 218 process requires a 45-day noticing period so it is anticipated the earliest hearing date would be scheduled for August 2, 2022.

Concurrent with the Prop 218 process, City staff will continue contract negotiations with Recology with regard to contract term and annual rate increase (i.e. CPI vs WST). Ideally, the contract would be executed immediately following the adoption of a new rate structure in order to implement the requirements of SB 1383.

FISCAL IMPACT

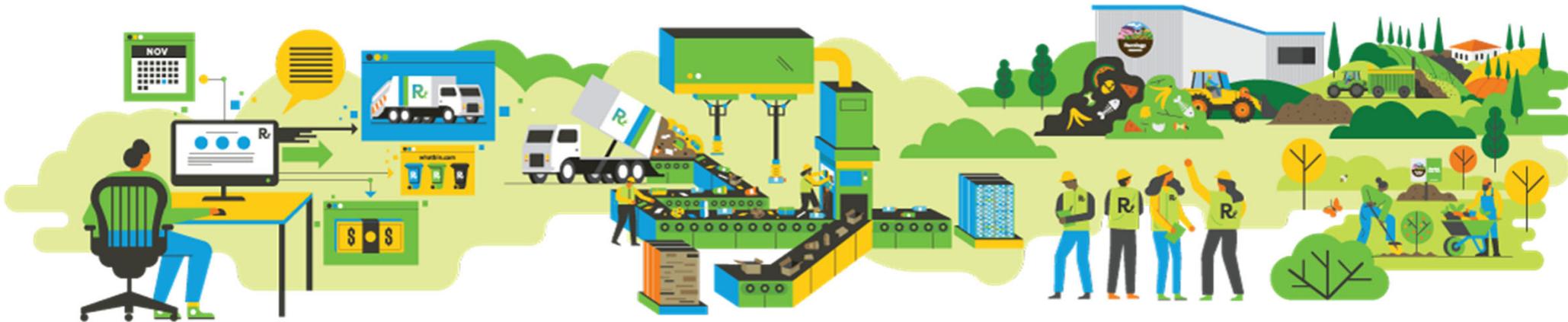
While the initial costs associated with the City's compliance of SB 1383 are currently being covered by existing budget appropriations, the long term implementation and enforcement needs for the residential requirements are unknown at this time. In the short term, there will be additional demand either through City staff or contract services to provide regular program outreach, review of waiver requests, business audits/inspections, and enforcement of the ordinance as it develops. In addition, there will be a cost to participate in the Countywide Food Recovery Study that is being initiated by the County of Napa. Recology, the City's franchise hauler, has provided several service rate options for implementing the new residential requirements of SB 1383 and what this translates to American Canyon rate payers and the City.

ENVIRONMENTAL REVIEW

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

ATTACHMENTS:

1. [Rate Presentation by Recology and City of American Canyon staff](#)



SB1383 Service Options
May 3, 2022



CAL FIRE

Bigger Wildfires



SB 1383 services must include:

- ✓ Organics collection for all customers, including food waste
- ✓ Color-compliant carts & containers
- Route reviews
- Outreach & Education
- New City Recycling Coordinator (City Hire)

Current Residential Rates

32-gallon	\$25.46
64-gallon	\$38.71
96-gallon	\$56.24

Option 1 Baseline

32-gallon	\$27.24
64-gallon	\$41.42
96-gallon	\$60.18

- Residential Food waste

Option 2

32-gallon	\$28.52
64-gallon	\$43.36
96-gallon	\$62.99

- Residential Food waste
- +6.9% to franchise fee for ½ FTE

Option 3 Staff Recommendation

32-gallon	\$29.79
64-gallon	\$45.29
96-gallon	\$65.80

- Residential Food waste
- +8.2% to franchise fee for 1 FTE

Option 4

32-gallon	\$27.75
64-gallon	\$42.19
96-gallon	\$61.30

- Residential Food waste
- SB 1383 outreach & route reviews

Option 5

32-gallon	\$28.77
64-gallon	\$43.74
96-gallon	\$63.55

- Residential Food waste
- +6.9% to franchise fee for ½ FTE
- SB 1383 outreach & route reviews

Option 6

32-gallon	\$30.04
64-gallon	\$45.68
96-gallon	\$66.36

- Residential Food waste
- +8.2% to franchise fee for 1 FTE
- SB 1383 outreach & route reviews

**Option 3
Staff
Recommendation**

32-gallon	\$29.79
64-gallon	\$45.29
96-gallon	\$65.80

- Residential Food waste
- +8.2% to franchise fee for 1 FTE

Vallejo Rates

32-gallon	\$38.33
64-gallon	\$60.85
96-gallon	\$86.05

Benicia Rates

32-gallon	\$34.03
64-gallon	\$42.56
96-gallon	\$58.70

- Every other week organic/green waste collection

**Napa (City)
Rates**

32-gallon	\$38.29
64-gallon	\$58.71
96-gallon	\$90.30

**Napa (County)
Rates**

32-gallon	\$39.78
64-gallon	\$58.49
96-gallon	\$84.12

**Napa Upper Valley
Rates**

32-gallon	\$44.86
64-gallon	\$89.72
96-gallon	\$134.58

**Yountville
Rates**

32-gallon	\$33.75
64-gallon	\$67.50
96-gallon	\$101.25

**St. Helena
Rates**

32-gallon	\$32.62
64-gallon	\$65.24
96-gallon	\$97.86

City of American Canyon

Current Residential Rates

32-gallon	\$25.46
64-gallon	\$38.71
96-gallon	\$56.24

Option 1 Baseline

32-gallon	\$27.24
64-gallon	\$41.42
96-gallon	\$60.18

- Residential Food waste

Option 3 Staff Recommendation

32-gallon	\$29.79
64-gallon	\$45.29
96-gallon	\$65.80

- Residential Food waste
- +8.2% to franchise fee for 1 FTE

Next Steps

- Feedback and Direction to City Staff (5/3/22, City Council Meeting)
- Prop 218 process, set hearing date (6/7/22, City Council Meeting)
- Prop 218 protest hearing/ rate approval (8/2/22, City Council Meeting)
- Approval of Recology Franchise Amendment (following rate approval)





TITLE

Award Construction Contract for the Eucalyptus Sidewalk Gap Closure Project (TR19-0400)

RECOMMENDATION

Adopt a Resolution taking the following actions in conjunction with the Eucalyptus Sidewalk Gap Closure Project:

1. Increase the Eucalyptus Sidewalk Gap Closure Project Budget (TR19-0400) by \$40,000 to \$315,000;
2. Award a construction contract to FJ & I Engineering, Inc. in the amount of \$219,186; and
3. Authorize the Public Works Director to approve Contract Change Orders in an aggregate amount not to exceed the Project Budget.

CONTACT

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

BACKGROUND & ANALYSIS

The Eucalyptus Sidewalk Gap Closure Project consists of the construction of approximately 400LF of curb, gutter, and sidewalk, curb ramps, storm drain improvements, pavement widening, and signage and striping on Eucalyptus Drive from Theresa Avenue to 400 feet west. Construction of the sidewalk will complete a gap in pedestrian access to the new Napa Junction Elementary School (from points east) and to the SR29 corridor (from points west). This improvement is a priority which has been identified in the Napa County-wide Pedestrian Plan, as well as voiced by local residents.

The City solicited competitive bids for the Project on March 25, 2022. The Engineer’s Estimate was \$200,700. On April 19, 2022, the following bids were received and publicly read aloud:

Bidder	Total Bid Amount
FJ & I Engineering, Inc.	\$219,186.00
Bauman Landscape and Construction Inc.	\$236,028.00
WR Forde Associates, Inc.	\$271,507.00

Norgo Engineering	\$277,742.00
Lister Construction, Inc.	\$300,231.58
Redgwick Construction Co.	\$361,328.00
FBD Vanguard Construction, Inc.	\$447,929.00
G.D. Nielson Construction, Inc.	\$483,619.90
Kerex Engineering, Inc.	\$489,339.00

The bid submitted by FJ & I Engineering, Inc., in the amount of \$219,186, was the apparent low bid. Staff has reviewed the bid from FJ & I Engineering, Inc. and found it to be both responsive and responsible. Staff has verified the contractor's qualifications including a valid Class A Contractor License No. 1040314, DIR registration, and references, and found them to be satisfactory and acceptable. The prices of the Bid Items reflect reasonable and customary costs of completing the work. Staff recommends the Council award a construction contract to FJ & I Engineering, Inc. in the amount of \$219,186 in conjunction with the Eucalyptus Sidewalk Gap Closure Project (TR19-0400). If approved, construction is scheduled to begin in June and should be completed by the end of the summer.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

The FY 2021-22 Capital Improvement Program includes a Project Budget of \$275,000. The source of funding is \$98,454 from Fund 230 (TDA funds) and \$176,546 from Fund 211 (Measure T), for the Eucalyptus Sidewalk Gap Closure Project (TR19-0400).

The Recommended Action will increase the Project Budget from \$270,000 to \$310,000. The recommend source of funding is \$40,000 for Measure T (Fund 211) for a total appropriation of \$216,546 from this fund, while the amount of appropriation of Fund 230 remains unchanged.

The Project Budget provides funds for right of way services, right of way acquisition, construction services such as material testing by one of the City’s on-call consultants, as well as in-house construction management and inspection services. In addition, the Project Budget includes contingency funds to cover unforeseen costs. Staff also recommends that the Council authorize the Public Works Director to execute contract change orders in an aggregate amount not to exceed the Total Project Budget:

Item	Total
Right of Way Services and Acquisition	\$40,000
Construction	\$219,186
Construction Services	\$17,000
Construction Contingency	\$38,814
Total	\$315,000

ENVIRONMENTAL REVIEW

15301 - The Project is exempt from review under the California Environmental Quality Act ("CEQA") under the Class 1 exemption of existing facilities of Section 15301 of Title 14 of the California Code of Regulations and said exemption is not negated by any exception under Section 15300.2 of said Regulations.

ATTACHMENTS:

- 1. Resolution - Award Construction Contract to FJ & I Engineering, Inc
- 2. TR19-0400 Eucalyptus Sidewalk Gap Closure Project

RESOLUTION NO. 2022-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON 1) INCREASING THE EUCALYPTUS SIDEWALK GAP CLOSURE PROJECT (TR19-0400) BUDGET TO \$315,000; 2) AWARDING A CONSTRUCTION CONTRACT TO FJ & I ENGINEERING, INC. IN THE AMOUNT OF \$219,186; AND 3) AUTHORIZING THE PUBLIC WORKS DIRECTOR TO APPROVE CONTRACT CHANGE ORDERS IN AN AGGREGATE AMOUNT NOT TO EXCEED THE PROJECT BUDGET

WHEREAS, Eucalyptus Sidewalk Gap Closure Project (TR19-0400) consists of the construction of approximately 400LF of curb, gutter, and sidewalk, curb ramps, storm drain improvements, pavement widening, and signage and striping on Eucalyptus Drive between Theresa Avenue and Donaldson Way in American Canyon; and

WHEREAS, the Project is in the FY21-22 Capital Improvement Program, and has a Project Budget of \$275,000, which includes \$98,454 from Fund 230 (TDA funds) and \$176,546 from Fund 211 (Measure T); and

WHEREAS, due to right of way services and right of way acquisition, there is a need to increase the project budget by \$40,000 for a total project of \$315,000; and

WHEREAS, there is sufficient funding in Fund 211 (Measure T) to accommodate the \$40,000 increase in the project budget; and

WHEREAS, the City solicited competitive bids for the Project on March 25, 2022, and on April 19, 2022, the following bids were received and publicly read aloud:

Bidder	Total Bid Amount
FJ & I Engineering, Inc.	\$219,186.00
Bauman Landscape and Construction Inc.	\$236,028.00
WR Forde Associates, Inc.	\$271,507.00
Norgo Engineering	\$277,742.00
Lister Construction, Inc.	\$300,231.58
Redgwick Construction Co.	\$361,328.00
FBD Vanguard Construction, Inc.	\$447,929.00
G.D. Nielson Construction, Inc.	\$483,619.90
Kerex Engineering, Inc.	\$489,339.00

WHEREAS, staff has reviewed the bid from FJ & I Engineering, Inc. and found it to be both responsive and responsible; and

WHEREAS, staff has verified the contractor’s qualifications including valid Class A License No. 1040314, DIR registration, and references, and found them to be satisfactory and acceptable; and

WHEREAS, staff finds the prices of the Bid Items reflect reasonable and customary costs of completing the work; and

WHEREAS, the Project is Categorically Exempt from CEQA per Section 15301c, Existing Facilities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby 1) increase the Eucalyptus Sidewalk Gap Closure Project (TR19-0400) budget to \$315,000; 2) award a construction contract to FJ & I Engineering, Inc., in the amount of \$219,186, and 3) authorize the Public Works Director to approve Contract Change Orders in an aggregate amount not to exceed the Project Budget.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 3rd day of May, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Leon Garcia, Mayor

ATTEST:

Taresa Geilfuss, City Clerk

GENERAL CONSTRUCTION NOTES

- CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY REPRESENTATIVES HARMLESS FROM ANY AND ALL LIABILITY, REAL AND/OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THIS PROJECT.
- CONTRACTOR SHALL VERIFY LOCATIONS, LEVELS, DISTANCES, AND FEATURES THAT MAY AFFECT THE WORK. SHOULD EXISTING CONDITIONS DIFFER FROM THOSE SHOWN OR INDICATED, OR IF IT APPEARS THAT THESE PLANS, STANDARDS, SPECIFICATIONS, AND SPECIAL PROVISIONS DO NOT ADEQUATELY DETAIL THE WORK TO BE DONE, CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS DIRECTOR PRIOR TO CONTINUING WITH ANY RELATED WORK. NO ALLOWANCE WILL BE MADE ON HIS BEHALF FOR ANY EXTRA EXPENSE RESULTING FROM FAILURE OR NEGLIGENCE IN DETERMINING THE CONDITIONS UNDER WHICH WORK IS TO BE PERFORMED. NOTED DIMENSION TAKE PRECEDENCE OVER SCALE.
- A SET OF SIGNED BLUEPRINTS AND A SET OF SPECIFICATIONS WILL BE KEPT AT ALL TIMES AT THE JOB SITE ON WHICH ALL CHANGES OR VARIATIONS IN THE WORK, INCLUDING ALL EXISTING UTILITIES, ARE TO BE RECORDED AND/OR CORRECTED DAILY AND SUBMITTED TO THE PUBLIC WORKS DIRECTOR WHEN THE WORK TO BE DONE IS COMPLETED.
- CONTRACTOR SHALL NOTIFY ALL PUBLIC OR PRIVATE UTILITY COMPANIES 48 HOURS PRIOR TO COMMENCEMENT OF WORK ADJACENT TO EXISTING UTILITY LINES UNLESS ENCROACHMENT PERMIT SPECIFIES OTHERWISE.
- CONTRACTOR SHALL PROVIDE AND MAINTAIN SUFFICIENT BARRICADES TO PROVIDE FOR THE SAFETY OF THE GENERAL PUBLIC TO THE SATISFACTION OF THE PUBLIC WORKS DIRECTOR.
- CONTRACTOR SHALL CONTACT THE PUBLIC WORKS DIRECTOR, OR HIS DESIGNEE, TO ARRANGE A PRE-CONSTRUCTION MEETING FOR THE PURPOSE OF REVIEWING JOB REQUIREMENTS AND CITY PROCEDURES. THE CONTRACTOR SHALL CONTACT THE PUBLIC WORKS OFFICE AT (707) 647-4562, TO ARRANGE THE MEETING.
- PRIOR TO THE START OF CONSTRUCTION, CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (800-642-2444) FOR THE LOCATION OF EXISTING UTILITY FACILITIES.
- ALL MATERIALS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL COORDINATE ALL NECESSARY UTILITY RELOCATIONS, IF REQUIRED, WITH THE APPROPRIATE UTILITY COMPANIES.
- PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES, CONTRACTOR SHALL LOCATE, BY EXCAVATION, EXISTING UTILITIES TO ASCERTAIN VERTICAL AND HORIZONTAL POSITIONS AND THE PUBLIC WORKS DIRECTOR SHALL BE NOTIFIED AND AN ALTERNATE DESIGN WILL BE SUBMITTED TO CONTRACTOR.
- NOTES AND DETAILS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. IN THE EVENT THAT CERTAIN FEATURES OF THE CONSTRUCTION ARE NOT SHOWN OR CALLED FOR, THEN THEIR CONSTRUCTION SHALL BE OF THE SAME CHARACTER AS SIMILAR CONDITIONS SHOWN OR NOTED.
- WHERE A SPECIAL SEQUENCE FOR CONSTRUCTION IS REQUIRED TO ENSURE STRUCTURAL STABILITY AND SAFETY, THE CONTRACTOR SHALL OBSERVE THE SEQUENCE CALLED FOR IN THE DRAWINGS AND SPECIFICATIONS ACCORDING TO THE INSTRUCTIONS OF THE PUBLIC WORKS DIRECTOR.
- EQUIVALENT MATERIALS SUBSTITUTED PER "APPROVED EQUIVALENT" NOTE SHALL BE APPROVED BY THE PUBLIC WORKS DIRECTOR BEFORE USE. ANY MATERIAL DESIGNATED WITH A MANUFACTURER'S NAME MAY BE SUBSTITUTED WITH ITS EQUAL IF THE SO CALLED EQUIVALENT IS FIRST APPROVED BY THE PUBLIC WORKS DIRECTOR. THE GENERAL CONTRACTOR AND HIS SUBCONTRACTOR MUST SUBMIT IN WRITING ANY REQUEST FOR MODIFICATIONS TO THE PLANS AND SPECIFICATIONS. SHOP DRAWINGS SUBMITTED TO THE PUBLIC WORKS DIRECTOR FOR HIS REVIEW WHICH BEAR SUCH MODIFICATIONS DO NOT CONSTITUTE REQUEST IN WRITING. TO BE ACCEPTABLE, SUCH SUBMITTALS SHALL BE ACCOMPANIED BY A LETTER ITEMIZING THE PROPOSED CHANGES.
- THE CONTRACTOR SHALL SUPPLY ALL LABOR, MATERIALS, AND EQUIPMENT AND SERVICES OF EVERY KIND (INCLUDING WATER AND POWER) NECESSARY FOR THE PROPER EXECUTION OF THE WORK SHOWN OR INDICATED ON THESE DRAWINGS. ALL MATERIALS SHALL BE NEW AND MATERIALS AND WORKMANSHIP SHALL BE OF A GOOD QUALITY. ALL WORKMEN AND SUBCONTRACTORS SHALL BE SKILLED IN THEIR TRADE.
- THE CONTRACTOR SHALL REPLACE ANY DEFECTIVE MATERIALS AND CORRECT POOR WORKMANSHIP AT NO ADDITIONAL COST TO THE CITY OF AMERICAN CANYON AND SHALL REMEDY ANY DEFECTS IN MATERIAL OR WORKMANSHIP WHICH APPEAR WITHIN ONE YEAR OF THE DATE OF ISSUANCE OF A NOTICE OF COMPLETION BY THE CITY. THIS WARRANTY APPLIES TO WORK DONE BY SUBCONTRACTORS AS WELL AS WORK DONE BY THE EMPLOYEES OF THE CONTRACTOR.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL EXECUTION PROCEDURES INCLUDING LAGGING AND SHORING AND FOR PROTECTION OF ADJACENT PROPERTY, STRUCTURES, STREETS AND UTILITIES IN ACCORDANCE WITH THE REQUIREMENTS OF THE PUBLIC WORKS DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE OR INJURY RESULTING FROM HIS OR HER ACTIONS AND/OR NEGLIGENCE.
- CONSTRUCTION SHALL PROCEED IN SUCH A MANNER THAT THE DAILY FLOW OF TRAFFIC ON ALL ADJACENT STREETS SHALL BE MAINTAINED AS REQUIRED BY THE PUBLIC WORKS DIRECTOR AND/OR ANY OTHER GOVERNMENT BODY WHICH MAY HAVE JURISDICTION OVER THE STREETS IN QUESTION. THE PREMISES SHALL BE KEPT FREE FROM ACCUMULATION OF WASTE MATERIALS AND DEBRIS ON A DAILY BASIS. AT THE END OF THE JOB, THE CONTRACTOR SHALL REMOVE ALL RUBBISH, SURPLUS MATERIALS, AND TOOLS AND LEAVE THE WORK AREA BROOM CLEAN.
- APPROVAL OF THESE PLANS DOES NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR CORRECTION OF MISTAKES, ERRORS, OR OMISSIONS BY SAME. IF DURING THE COURSE OF CONSTRUCTION OF THESE IMPROVEMENTS, PUBLIC INTEREST REQUIRES A MODIFICATION OR DEPARTURE FROM THE CITY'S SPECIFICATIONS, DETAILS, OR THESE IMPROVEMENT PLANS THE PUBLIC WORKS DIRECTOR SHALL HAVE THE AUTHORITY TO REQUIRE, IN WRITING, SUCH MODIFICATION OR DEPARTURE AND SPECIFY THE MANNER IN WHICH SAME IS DONE.
- ALL STREET MONUMENTS AND OTHER PERMANENT MONUMENTS DISTURBED DURING THE PROCESS OF CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE BEFORE ACCEPTANCE OF THE IMPROVEMENTS BY THE CITY OF AMERICAN CANYON, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL CONTROL DUST AT ALL TIMES DURING CONSTRUCTION AS REQUIRED BY THE PUBLIC WORKS DIRECTOR.
- PRIOR TO EXCAVATING NEAR ANY UNDERGROUND UTILITIES, CALL U.S.A. AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE. PHONE (800) 227-2600.
- CONTRACTOR TO VERIFY LOCATION OF EXISTING UTILITIES BY MEANS OF POTHOLES.
- EXISTING PUBLIC FACILITIES DAMAGED DURING THE COURSE OF CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR, AT HIS SOLE EXPENSE, TO THE SATISFACTION OF THE PUBLIC WORKS DIRECTOR.
- THE PUBLIC WORKS DIRECTOR SHALL BE NOTIFIED TWO WORKING DAYS PRIOR TO THE START OF CONSTRUCTION TO SCHEDULE INSPECTION SERVICES. THE PUBLIC WORKS DIRECTOR OR A DESIGNATED INSPECTOR OF RECORD SHALL BE NOTIFIED IMMEDIATELY OF ANY CONFLICTS DURING CONSTRUCTION OF THIS PROJECT.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, LICENSES, APPROVALS, FEE NOTICES, ETC., PRIOR TO BEGINNING CONSTRUCTION.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE PUBLIC WORKS DIRECTOR AND BE RESOLVED BEFORE PROCEEDING WITH WORK.
- DETAILS AND DIMENSIONS OF EXISTING CONDITIONS AS SHOWN ON THESE DRAWINGS ARE NOT GUARANTEED AS TO THEIR ACCURACY. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND DETAILS.
- CONSTRUCTION BIDS SHALL BE BASED ON WORK REQUIRED BY THIS PLAN SET, WHETHER OR NOT SPECIFICALLY ITEMIZED ON THE BID SHEET.
- THE LOCATION OF EXISTING PIPELINES, CONDUITS AND BURIED FACILITIES ARE BASED ON AVAILABLE RECORDS. NO GUARANTEE IS MADE AS TO THE ACCURACY OF SUCH INFORMATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE, PROTECT AND MAINTAIN ALL EXISTING UTILITIES WHETHER OR NOT SHOWN ON THE PLANS. BECAUSE OF THE NATURE OF THIS WORK, ADJUSTMENTS WILL BE REQUIRED IN THE FIELD TO MEET EXISTING CONDITIONS.
- EXISTING UTILITIES SHALL BE MAINTAINED IN PLACE BY THE CONTRACTOR, UNLESS OTHERWISE NOTED.
- SURPLUS MATERIALS, RESULTING FROM EXCAVATIONS, DEMOLITION OR TRENCHING OPERATIONS THAT ARE NOT REQUIRED FOR BACKFILL OR EMBANKMENT CONSTRUCTIONS SHALL BECOME THE PROPERTY OF THE CONTRACTOR, AND THE CONTRACTOR SHALL DISPOSE OF THE SURPLUS MATERIALS OFF THE PROJECT SITE IN AN ACCEPTABLE MANNER.

- IF UNUSUAL AMOUNTS OF BONE, STONE OR ARTIFACTS ARE UNCOVERED, WORK WITHIN 50 METERS OF THE AREA SHALL CEASE IMMEDIATELY AND A QUALIFIED ARCHAEOLOGIST SHALL BE CONSULTED TO DEVELOP, IF NECESSARY, MITIGATION MEASURES TO REDUCE ANY ARCHAEOLOGICAL IMPACT TO A LESS THAN SIGNIFICANT EFFECT BEFORE CONSTRUCTION RESUMES IN THE AREA.
- THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN WHEN WORK IMPACTS A SIDEWALK, VEHICLE LANE OR BIKE LANE WITHIN THE PROJECT SITE. VEHICLE, BICYCLE, AND PEDESTRIAN CONTROL PLANS SHALL CONFORM TO THE CURRENT MUTCD. THE TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO THE START OF WORK.
- DURING CONSTRUCTION, THE CONTRACTOR SHALL IMPLEMENT DUST CONTROL PROCEDURES AS RECOMMENDED FOR ALL CONSTRUCTION SITES BY THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT. ONLY RECLAIMED WATER WILL BE ALLOWED FOR DUST CONTROL.
- NOISE LIMITS SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF AMERICAN CANYON MUNICIPAL CODE SECTION 8.12.0802A.
- WORK SHALL NOT BE CONDUCTED BETWEEN THE HOURS OF 7:00PM AND 7:00AM MONDAY THRU FRIDAY; WORK ON SATURDAY, SUNDAY, AND HOLIDAYS MUST BE REQUESTED IN WRITING AND SUBMITTED TO THE ENGINEER PRIOR APPROVAL.
- CONTRACTOR SHALL COMPLY WITH THE LATEST EDITION OF OSHA REGULATIONS CONCERNING EXCAVATIONS.

STORM WATER POLLUTION PREVENTION NOTES

- THE CONTRACTOR MUST COMPLY WITH THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES ORDER NO. 2004-0004-DWG NPDES NO. CAS000002.
- PRIOR TO THE START OF WORK, THE CONTRACTOR SHALL PREPARE AND SUBMIT A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) TO THE REGIONAL WATER QUALITY CONTROL BOARD (RWQCB). THE APPLICANT'S REPRESENTATIVE SHALL PROVIDE THE ENGINEER WITH THE COPIES OF THE NOTICE OF INTENT (NOI) AND THE SWPPP PRIOR TO THE START OF THE WORK.
- THE SWPPP MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION AND BE ACCESSIBLE AT ALL TIMES AT THE CONSTRUCTION SITE. THE CONTRACTOR IS ADVISED THAT HE SHALL CONFORM TO THE REQUIREMENTS AND SHALL IMPLEMENT ALL OF THE MEASURES REQUIRED BY THE SWPPP, INCLUDING MAINTENANCE AND DILIGENT RECORD KEEPING AND LOGS. THE CONTRACTOR MUST KEEP COPIES OF THESE RECORDS AND LOGS WITH THE SWPPP AT THE CONSTRUCTION SITE FOR VIEWING BY THE SPOKER AND CITY.
- PRIOR TO THE START OF THE WORK, THE CONTRACTOR SHALL SUBMIT AN EROSION AND SEDIMENT CONTROL PLAN FOR REVIEW AND APPROVAL. ALONG WITH THE PLAN, THE CONTRACTOR SHALL COMPLETE AND SUBMIT THE EROSION AND SEDIMENT CONTROL PLAN TEMPLATE, APPENDIX A OF THE NAPA COUNTYWIDE STORMWATER POLLUTION PREVENTION PROGRAM EROSION AND SEDIMENT CONTROL PLAN GUIDANCE FOR APPLICANTS AND REVIEW STAFF.
- NO GRADING AND/OR EXCAVATION SHALL BE PERFORMED EXCEPT IN ACCORDANCE WITH THE APPROVED EROSION AND SEDIMENT CONTROL PLAN AND SCHEDULE. THE CONTRACTOR SHALL HAVE ALL EROSION CONTROL MEASURES ON SITE DURING THE COURSE OF THE WORK AND INSTALLED IN ACCORDANCE WITH THE APPROVED EROSION AND SEDIMENT CONTROL PLAN AND SCHEDULE.
- EROSION AND SEDIMENT CONTROL MUST BE IMPLEMENTED FOR THE DURATION OF CONSTRUCTION ON A CONTINUOUS BASIS, UPDATED AS SITE CONDITIONS WARRANT.

UTILITY CONSTRUCTION NOTES

- ALL TRENCHING, BACKFILL, AND RESURFACING REQUIRED FOR INSTALLATION OF UTILITIES SHALL BE PER ACSPS DRAWINGS 4.01 AND 4.02, UNLESS NOTED OTHERWISE.
- START EXCAVATION BY EXPOSING END OF EXISTING MAIN TO DETERMINE ITS LINE AND GRADE. START NEW MAIN 8'-10" FROM AND ON THE SAME LINE AND GRADES AS THE EXISTING MAIN. PIPE LAYING SHALL THEN BE ADJUSTED TO THE DEPTH OF THE NEW MAIN.
- PIPE MATERIAL FOR 8" WATER MAIN SHALL BE CLASS 200 POLYVINYL CHLORIDE (PVC) PIPE.
- CONNECTIONS BETWEEN PVC PIPE AND FITTINGS INCLUDING ELLS, TEES, VALVES, HYDRANT BURIES SHALL BE DUCTILE IRON OF THE FLANGE JOINT TYPE.
- NO. 12 INSULATED COPPER WIRE SHALL BE LAID ON TOP OF AND ALONG THE ENTIRE LENGTH OF ALL NON-METALLIC LINES AND SHALL BE EXTENDED TO THE SURFACE AT ALL VALVE LOCATIONS, BLOW-OFFS, AIR RELEASE VALVES, AND METER BOXES SUFFICIENTLY FOR LOCATOR EQUIPMENT TO BE ATTACHED. FASTEN THE WIRE TO THE CENTER LINE AT THE TOP OF THE PIPE SO AS NOT TO BE DISPLACED BY BACKFILLING PROCEDURE.
- CAUTION TAPE SHALL BE LAID ON THE TOP OF INITIAL BACKFILL, ALONG THE ENTIRE LENGTH OF ALL WATER LINES. CAUTION TAPE SHALL BE BLUE PLASTIC TAPE, 3-INCH WIDE, MARKED "WATERLINE BURIED BELOW".
- AT THE LOCATION OF EACH WATER SERVICE LATERAL, THE LETTER "W" SHALL BE INSCRIBED INTO THE FACE OF THE CURB. THE LETTER "W" SHALL BE THREE INCHES HIGH AND COMPLETELY LEGIBLE.
- EXISTING WATER VALVES TO BE OPERATED BY CITY PERSONNEL ONLY.
- ALL SALVAGEABLE APPURTENANCES SHALL BE RETURNED TO THE CITY OF AMERICAN CANYON CORPORATION YARD LOCATED AT 205 WETLANDS EDGE ROAD, UNLESS OTHERWISE DIRECTED.
- THERE SHALL BE NO UN-METERED CONNECTIONS TO THE CITY'S WATER SYSTEM, INCLUDING CONNECTIONS BYPASSING METERS FOR TESTING ON-SITE PLUMBING OR FOR OBTAINING CONSTRUCTION WATER. PRESSURE TESTING AGAINST VALVES WILL NOT BE ALLOWED.
- MINIMUM COVER FOR ALL WATER MAINS SHALL BE 42" FROM TOP OF PIPE TO FINISHED GRADE.
- WATER SERVICES SHALL BE INSTALLED OVER THE TOP OF THE UNDERGROUND JOINT TRENCH UTILITIES. MAINTAIN MINIMUM COVER PER CITY STANDARD SPECIFICATIONS.
- VERTICAL AND HORIZONTAL DEFLECTIONS IN WATER MAINS SHALL NOT EXCEED MANUFACTURER'S RECOMMENDATIONS OR FITTINGS AND THRUST BLOCKS WILL BE REQUIRED.
- ALL BUTTERFLY VALVES SHALL BE EQUIPPED WITH FL6X4J ADAPTER WHEN USING PVC C400 PIPE.
- ALL HARDWARE USED FOR UNDERGROUND INSTALLATION OF VALVES, FITTINGS, AND ALL OTHER APPURTENANCES, SHALL BE STAINLESS STEEL.
- WATER LINES SHALL NOT BE PHYSICALLY CONNECTED TO THE AMERICAN CANYON WATER SYSTEM UNTIL TESTED, CHLORINATED, AND APPROVED BY CITY PERSONNEL.
- ALL DUCTILE IRON PIPE AND APPURTENANCES SHALL BE WRAPPED IN 8 MIL THICK POLYETHYLENE TUBING, GAD WELDED, AND HAVE APPROVED CATHODIC PROTECTION. ANY APPURTENANCES REMAINING EXPOSED SHALL RECEIVE TWO COATS OF KOPPER'S BITUMASTIC NO. 505, PER MANUFACTURER'S INSTRUCTIONS.
- BACKFILL AROUND WATER LINES SHALL BE CLASS 2 AGGREGATE BASE.
- PIPE MATERIAL FOR STORM DRAIN SHALL BE REINFORCED CONCRETE PIPE.
- MINIMUM COVER FOR ALL STORM DRAIN PIPE SHALL BE 30" FROM TOP OF PIPE TO FINISHED GRADE.

STANDARD ABBREVIATIONS

A	AGGREGATE BASE	M	MAXIMUM MANHOLE MECHANICAL JOINT
AB	ASPHALT CONCRETE	MB	MINIMUM
AC		MI	
		MIN	
		KJ	
B	BEGIN CURVE	N	NOT TO SCALE
BC	BEGIN CURVED CURVE	NTS	
BF	BLIND FLANGE	OV	
BW	BACK OF WALK		
BR	BEGIN REVERSE CURVE		
C	CATCH BASIN	O	ON CENTER
CB	CLEAR DISTANCE	OC	
CLR	CLEAN OUT	OD	OUTSIDE DIAMETER
CONC	CONCRETE		
CTY	CITY	P	PROPERTY LINE
D	DECOMPOSED GRANITE	FL	PROPERTY LINE
DG	DUCTILE IRON PIPE	FG	POINT ON CURVATURE
DIP	DIAMETER	PIE	PUBLIC UTILITY EASEMENT
DIA	DRAINING	PVC	POLYVINYL CHLORIDE
DWG	DRIVEWAY	PVMT	PAVEMENT
DHY		R	RADIUS
E	EACH	R	REINFORCED CONCRETE PIPE
EA	END CURVE	RCP	
EG	EDGE OF PAVEMENT	RT	RIGHT
EP	EXISTING	RM	RECLAIMED WATER
EX		S	SCHEDULE
F	FINISHED GRADE	SGH	STORM DRAIN
FG	FINE HYDRANT	SD	SEWER FORCE MAIN
FL	FLANGE	SPEC	SPECIFICATIONS
FLG		SS	SANITARY SEWER
G	GRADE BREAK	STA	STATION
GB	GRADE	STD	STANDARD
GR		STL	STEEL
H	HYDRAULIC GRADE LINE	T	TELEPHONE VAULT
HGL	HYDRANT	TC	TOP OF CURB
HYD		TS	TOP OF GRATE
I	INSIDE DIAMETER	TYP	TYPICAL
ID	INVERT	U	UNLESS OTHERWISE NOTED
INV		UW	
L	LINEAR FEET	V	VERIFY IN FIELD
LF	LIP OF GUTTER	VIF	VALLEY
LS		VS	GUTTER
LT	LEFT	W	WATER

CIVIL LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
---	PROPERTY LINE INDICATOR	☼	(N) FIRE HYDRANT PER CITY STD. 7.07
→	SURFACE DRAINAGE	☼	(N) AIR RELEASE VALVE PER CITY STD. 7.05
○	CHAIN LINK FENCE	☼	(N) BLOW-OFF ASSEMBLY PER CITY STD. 7.04
□	WOOD POST FENCE	☼	BLOW-OFF BOX
▨	DEMO/PREP (E) AREAS FOR (N) PVMT/FLATWORK	☼	EX. SS MANHOLE
▩	DEMO (E) AC FOR NEW PAVEMENT	☼	EX. SD MANHOLE
▧	AGGREGATE BASE	☼	(N) SD MANHOLE
▦	CONCRETE	☼	CLEANOUT
▤	(N) AC	☼	SEWER TAP
▣	(N) DWY PER CITY STD. 3.10	☼	POTHOLE
▢	(N) DWY - CURB ADJACENT SIDEWALK	☼	MAILBOX
□	(N) STORM DRAIN	☼	SIGN
■	(E) STORM DRAIN	☼	CENTERLINE
▤	C - PRECAST CONCRETE, COMMUNICATION VAULT	☼	PROPERTY LINE
▣	E - PRECAST CONCRETE, ELECTRICAL VAULT	☼	
▢	F - PRECAST CONCRETE, FUEL OIL VAULT	☼	
□	G - PRECAST CONCRETE, NATURAL GAS VAULT	☼	
■	T - PRECAST CONCRETE, TELEPHONE VAULT	☼	
▲	THRUST BLOCK	☼	
⊥	TEE FITTING	☼	
⊕	(E) VALVE - SUBDUED W/ NO SHADING	☼	
⊖	(N) VALVE	☼	

NOTE: EXISTING CONDITIONS ARE SHOWN AS DASHED OR SUBDUED. NOTE ALL SYMBOLS ARE USED

EARTHWORK

ROAD EXCAVATION
NORTH SIDE
CUT: 55 CY
FILL: 32 CY
NET: 23 CY EXCESS

SOUTH SIDE
CUT: 125 CY
FILL: 10 CY
NET: 115 CY EXCESS

NOTES:

- THE ABOVE QUANTITIES DO NOT ACCOUNT FOR STORM DRAIN UTILITY WORK. STORM DRAIN BID ITEMS SHALL INCLUDE ALL ASSOCIATED EARTHWORK, INCLUDING BUT NOT LIMITED TO EXCAVATION, FILL, AND SPOILS.
- THE ABOVE QUANTITIES DO NOT ACCOUNT FOR WORK RELATED TO THE DEMOLITION AND RECONSTRUCTION OF EXISTING DRIVEWAYS. DRIVEWAY BID ITEMS SHALL INCLUDE ALL ASSOCIATED EARTHWORK, INCLUDING BUT NOT LIMITED TO EXCAVATION, FILLS, AND SPOILS.

EUCALYPTUS SIDEWALK GAP CLOSURE

NOTES



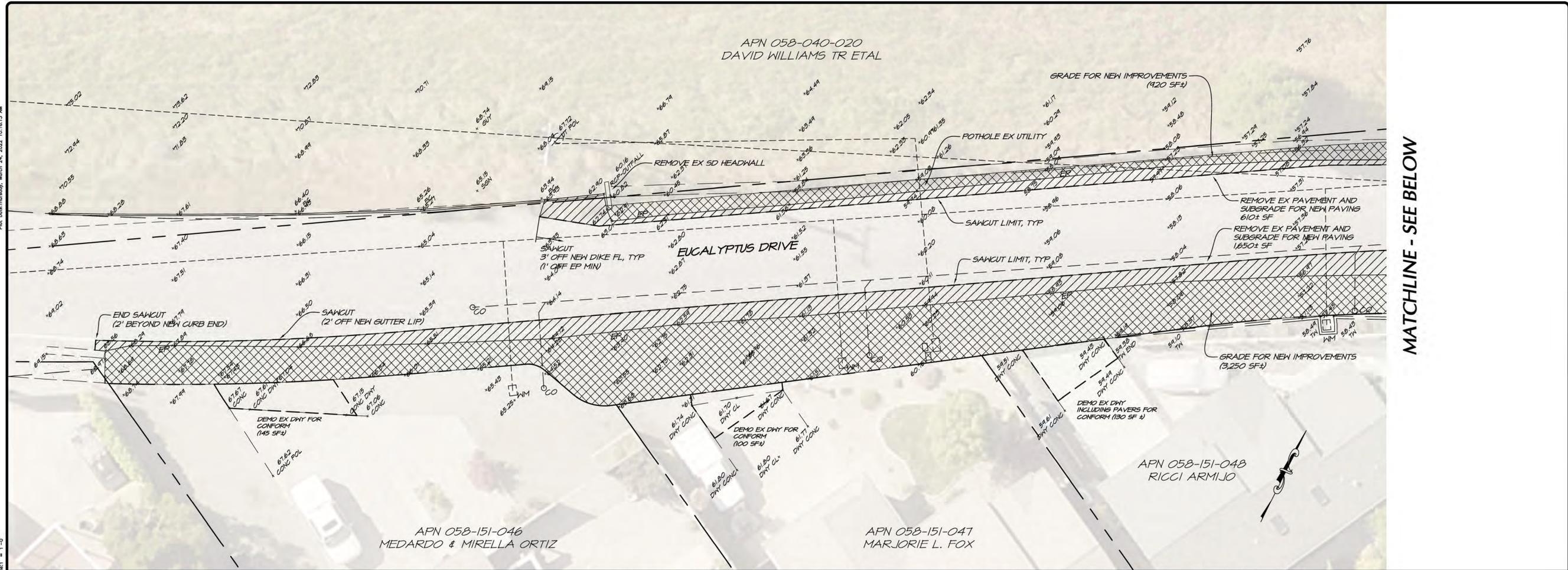
DESIGNED BY: R. RANAVA
DRAWN BY: R. RANAVA
APPROVED BY: R. RANAVA
SCALE: AS NOTED
PROJECT NO: TR19-0400
DRAWING NO:

C-2
2 OF 9 SHEETS

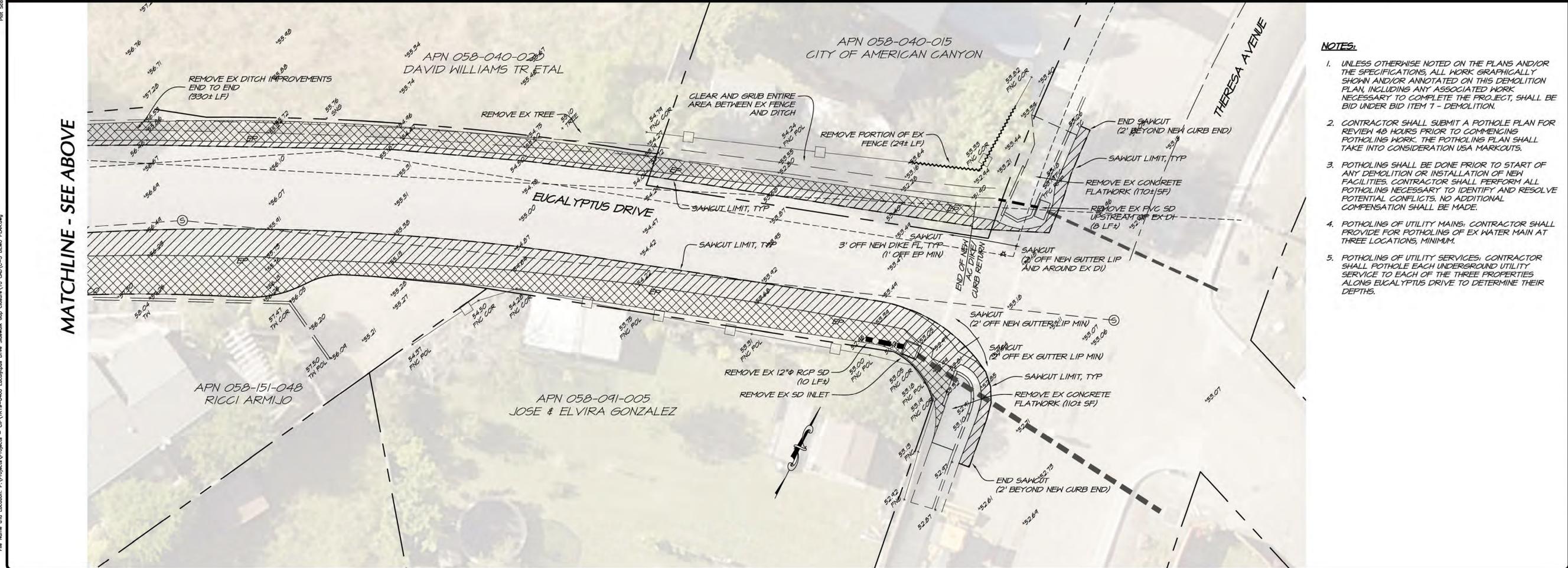
Plot Date: Thursday, March 24, 2022 10:16:15 AM

Plot Scale: 1" = 10'

File Name and Location: P:\Projects\Projects - CIP\1916-000 Eucalyptus Drive Sidewalk Gap Closure\1916-000 Eucalyptus Drive Sidewalk Gap Closure.dwg



MATCHLINE - SEE BELOW



MATCHLINE - SEE ABOVE

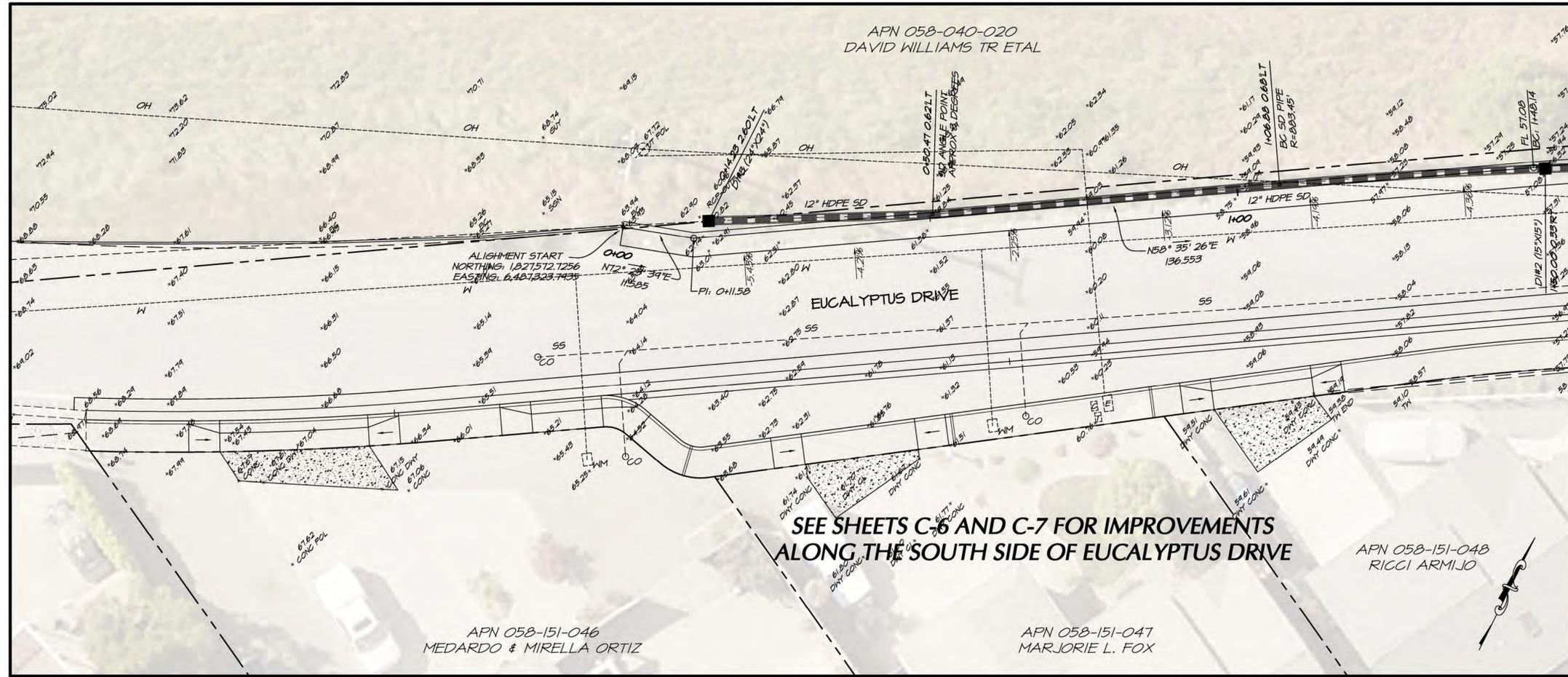
- NOTES:**
- UNLESS OTHERWISE NOTED ON THE PLANS AND/OR THE SPECIFICATIONS, ALL WORK GRAPHICALLY SHOWN AND/OR ANNOTATED ON THIS DEMOLITION PLAN, INCLUDING ANY ASSOCIATED WORK NECESSARY TO COMPLETE THE PROJECT, SHALL BE BID UNDER BID ITEM 7 - DEMOLITION.
 - CONTRACTOR SHALL SUBMIT A POTHOLE PLAN FOR REVIEW 48 HOURS PRIOR TO COMMENCING POTHOLING WORK. THE POTHOLING PLAN SHALL TAKE INTO CONSIDERATION USA MARKOUTS.
 - POTHOLING SHALL BE DONE PRIOR TO START OF ANY DEMOLITION OR INSTALLATION OF NEW FACILITIES. CONTRACTOR SHALL PERFORM ALL POTHOLING NECESSARY TO IDENTIFY AND RESOLVE POTENTIAL CONFLICTS. NO ADDITIONAL COMPENSATION SHALL BE MADE.
 - POTHOLING OF UTILITY MAINS: CONTRACTOR SHALL PROVIDE FOR POTHOLING OF EX WATER MAIN AT THREE LOCATIONS, MINIMUM.
 - POTHOLING OF UTILITY SERVICES: CONTRACTOR SHALL POTHOLE EACH UNDERGROUND UTILITY SERVICE TO EACH OF THE THREE PROPERTIES ALONG EUCALYPTUS DRIVE TO DETERMINE THEIR DEPTHS.

REVISION	DESCRIPTION	APPROVED	DATE

PROJECT: EUCALYPTUS SIDEWALK GAP CLOSURE
 DEMOLITION PLAN
 SHEET TITLE: DEMOLITION PLAN



DESIGNED BY: R. RANADA
 DRAWN BY: R. RANADA
 APPROVED BY: E. ANIMAN SMITHIES
 SCALE: 1" = 10'
 PROJECT NO. TR19-0400
 DRAWING NO. C-3
 3 OF 9 SHEETS

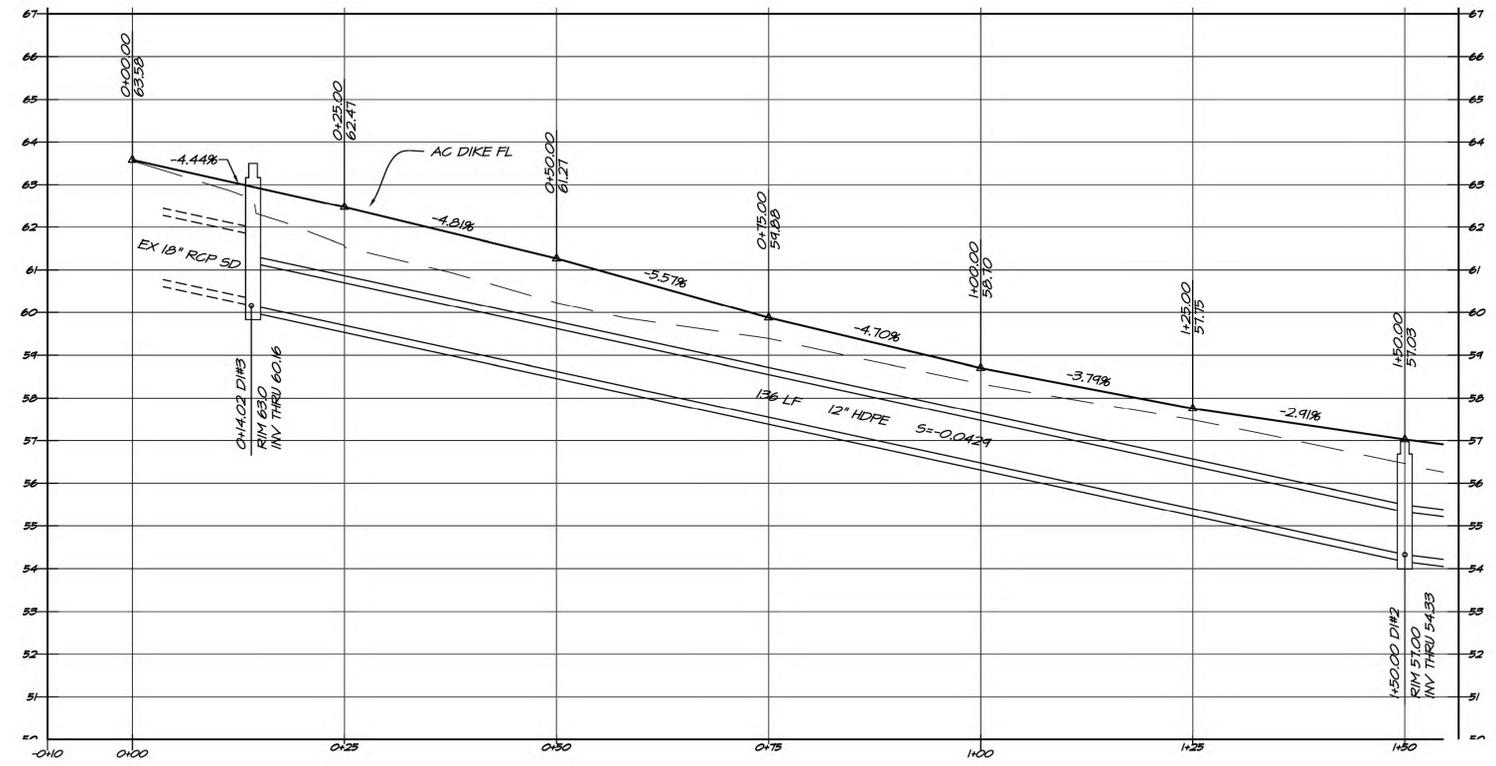


MATCHLINE 1+50
SEE SHEET C-5

SEE SHEETS C-6 AND C-7 FOR IMPROVEMENTS
ALONG THE SOUTH SIDE OF EUCALYPTUS DRIVE

- NOTES:**
1. STORM DRAIN PIPE SHALL BE ADS N-12 DUAL WALL PIPE OR APPROVED EQUIVALENT.

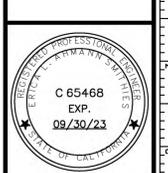
PLAN
1"=10'



PROFILE
H: 1"=10' V: 1"=2'

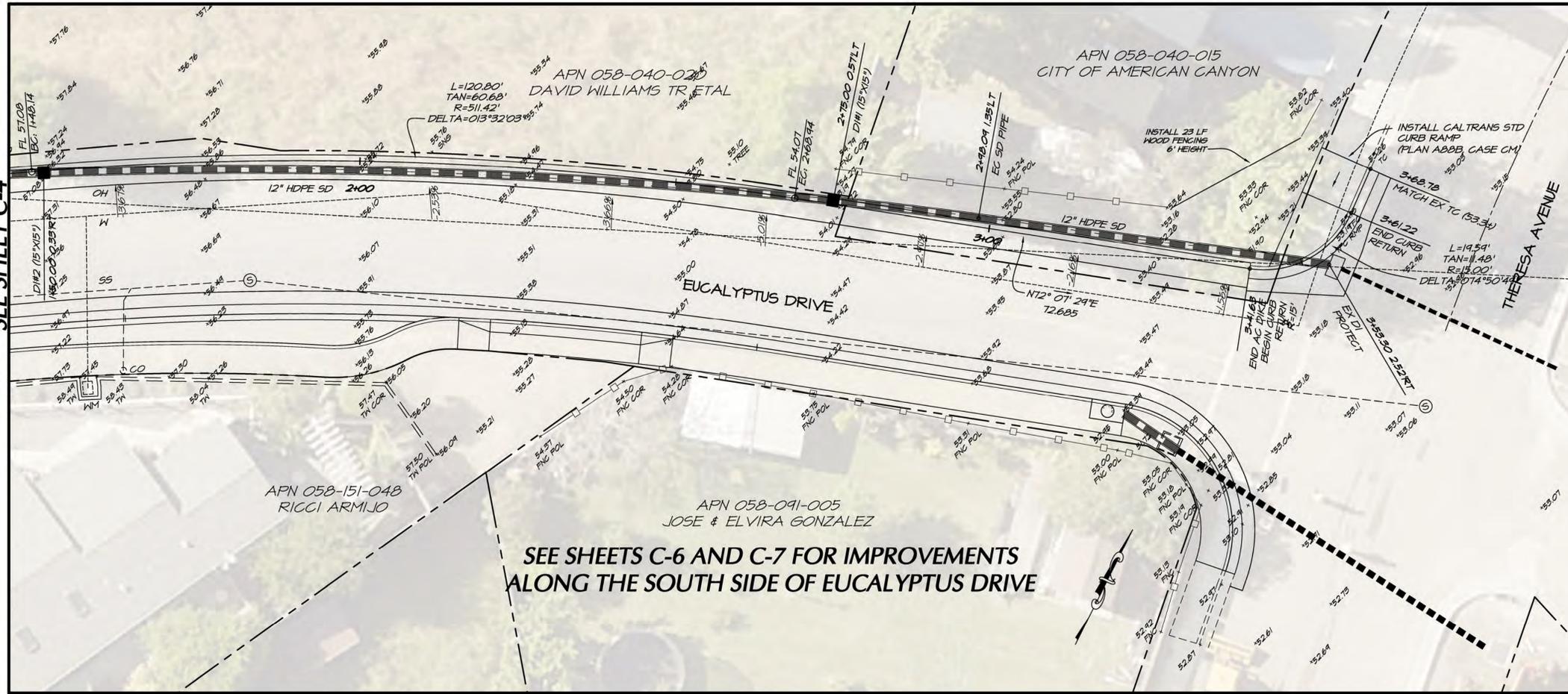
REVISION	DESCRIPTION	APPROVED	DATE

PROJECT: EUCALYPTUS SIDEWALK GAP CLOSURE
 SHEET TITLE: PLAN AND PROFILE - NORTH
 SHEET NO.: C-4
 4 OF 9 SHEETS

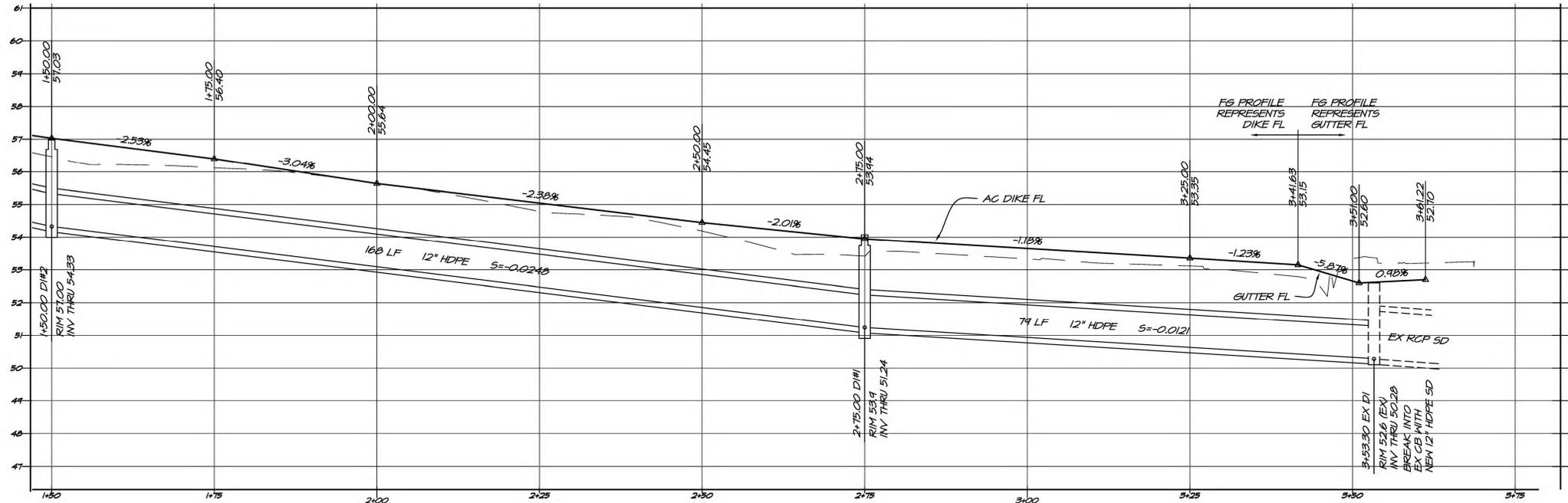


DESIGNED BY: R. RANADA
 DRAWN BY: R. RANADA
 APPROVED BY: E. ANNAN SMITHIES
 SCALE: AS NOTED
 PROJECT NO: TR19-0400
 DRAWING NO: C-4

MATCHLINE 1+50
SEE SHEET C-4



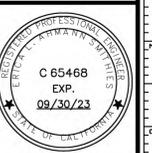
PLAN
1"=10'



PROFILE
H: 1"=10' V: 1"=2'

REVISION	DESCRIPTION	APPROVED	DATE

PROJECT: EUCALYPTUS SIDEWALK GAP CLOSURE
 SHEET TITLE: PLAN AND PROFILE - NORTH

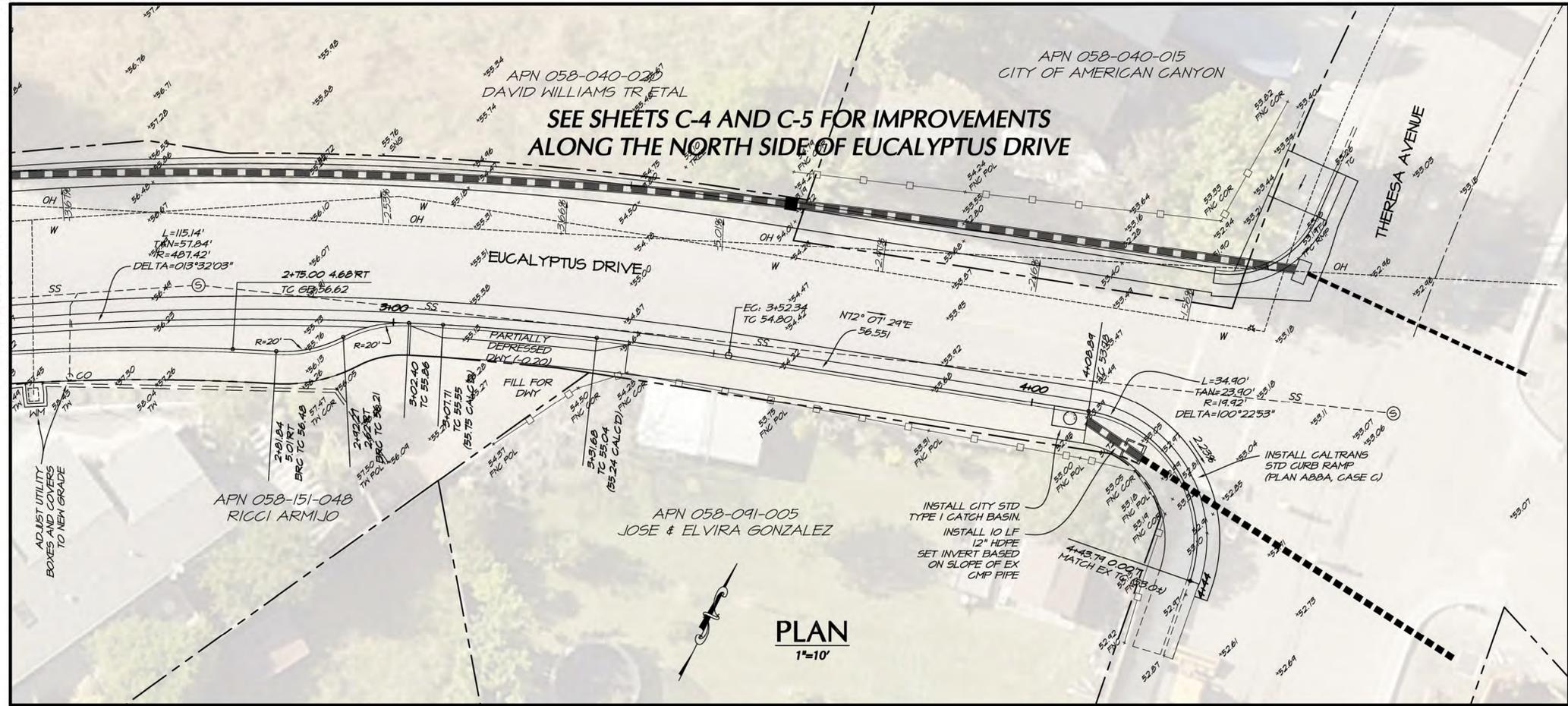


DESIGNED BY: R. RANADA
 DRAWN BY: R. RANADA
 APPROVED BY: E. ANKANN SMITHIES
 SCALE: AS NOTED
 PROJECT NO. TR19-0400
 DRAWING NO.

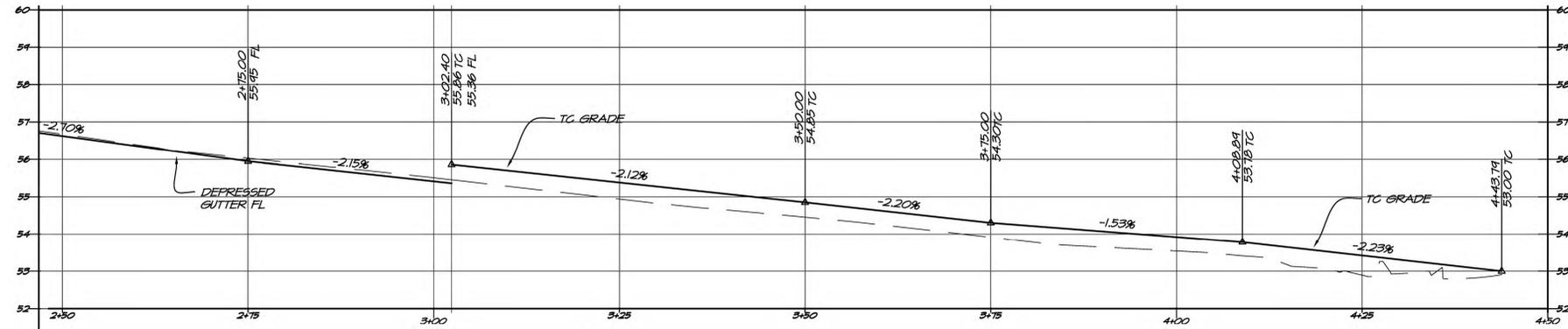
C-5
 5 OF 9 SHEETS

ORIGINAL SCALE: 1" = 10' HORIZONTAL, 1" = 2' VERTICAL

MATCHLINE 2+50
SEE SHEET C-6



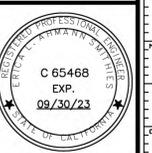
PLAN
1"=10'



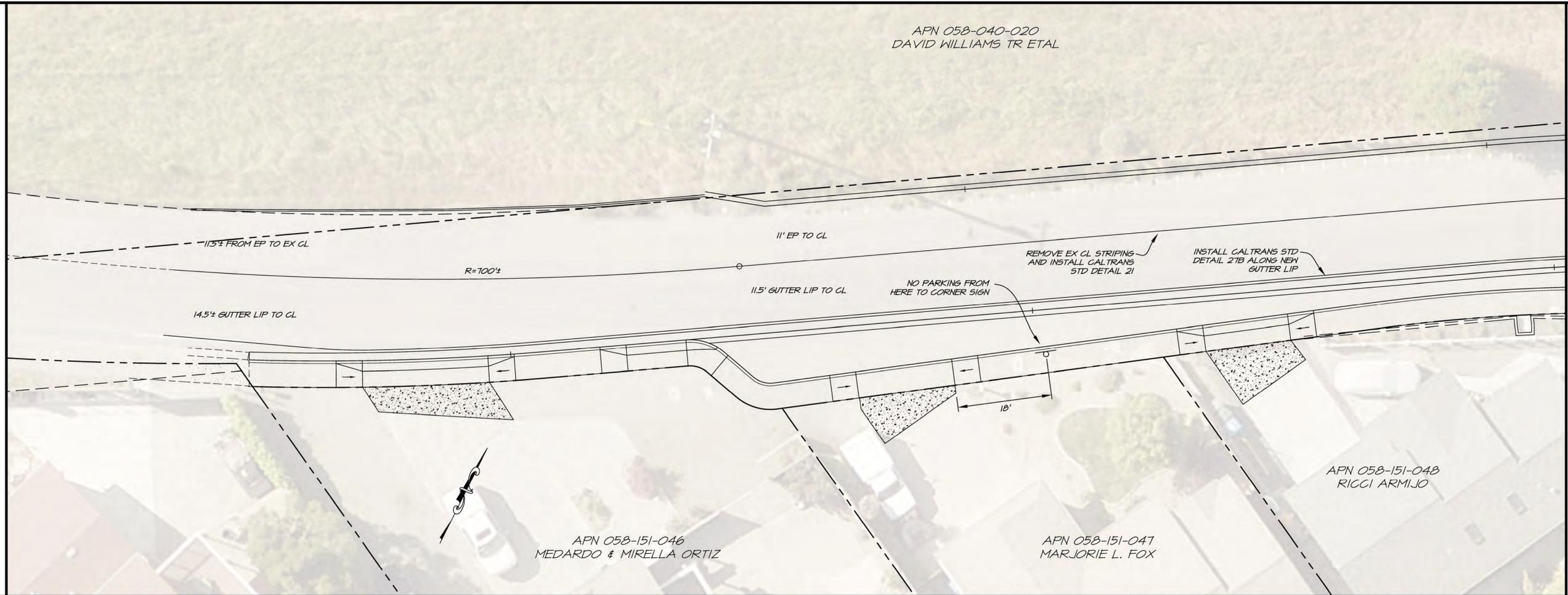
PROFILE
H: 1"=10' V: 1"=2'

REVISION	DESCRIPTION	APPROVED	DATE

PROJECT: EUCALYPTUS SIDEWALK GAP CLOSURE
SHEET TITLE: PLAN AND PROFILE - SOUTH

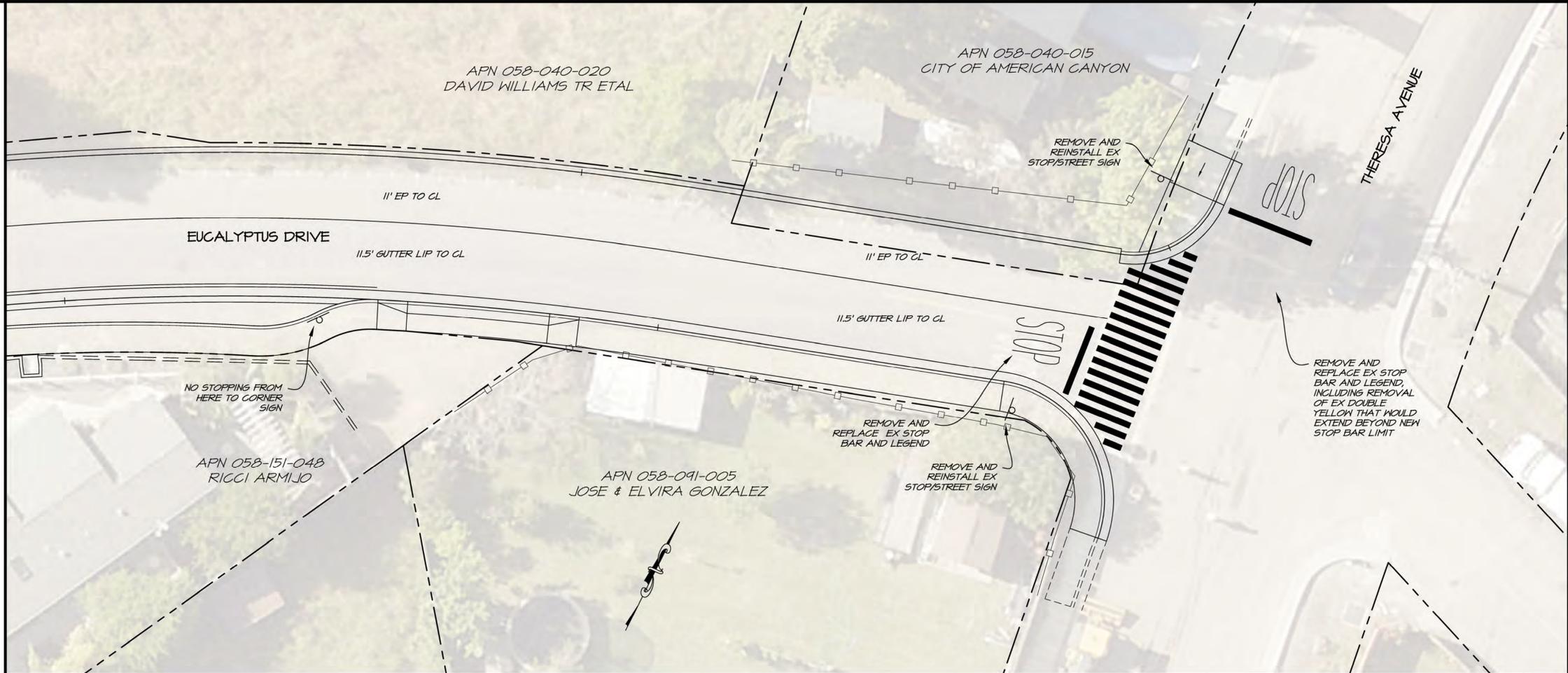


DESIGNED BY: R. RANADA
DRAWN BY: R. RANADA
APPROVED BY: E. ANNAN SMITHIES
SCALE: AS NOTED
PROJECT NO: TR19-0400
DRAWING NO: C-7
7 OF 9 SHEETS



MATCHLINE (SEE BELOW)

MATCHLINE (SEE ABOVE)



REVISION	DESCRIPTION	APPROVED	DATE

PROJECT: EUCALYPTUS SIDEWALK GAP CLOSURE
 SHEET TITLE: SIGNAGE & STRIPING



DESIGNED BY: R. RANADA
 DRAWN BY: R. RANADA
 APPROVED BY: E. ANIMANN SMITHIES
 SCALE: AS NOTED
 PROJECT NO. TR19-0400
 DRAWING NO. C-9
 9 OF 9 SHEETS



TITLE

Residential Recycled Water Delivery Program

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to enter into an agreement with American Tank & Water Hauling in the amount not to exceed \$194,000 to administer the Residential Recycled Water Delivery Program.

CONTACT

Felix Hernandez, III, Maintenance and Utilities Director
Pam Phillips, Lab Analyst

BACKGROUND & ANALYSIS

Last summer the City was facing a water deficit and one of the driest years in the state. The City went from a Stage 1 Drought Emergency in the first part of summer quickly to a Stage 2 Drought Emergency; asking residents to reduce water usage by 20%. The City was able to assist the residents to achieve what was asked of them by creating a recycled water delivery program. The Water Reclamation Facility produces title 22 water and had a residential recycled water fill station already being utilized at the corporation yard. A recycled water delivery program was developed to help residents maintain their landscapes and gardens while still conserving potable water.

Residents filled out applications to be a recycled water user and have water delivered to them. The delivery program started with about 50 customers and grew to just over 300 at the conclusion of the program in November 2021. To date, there are 550 approved recycled water users who have completed recycled water training videos and applications. This program was well received by the community and continues grow.

During the inaugural season of recycled water delivery, it was developed and maintained utilizing city staff from the Maintenance and Utilities Department with delivery being conducted by the same department as well as the Public Works Department. Both Departments were key to making the program a success during the delivery season (mid July thru early November) staff contributed many hours taking phone calls, answering questions, filing applications, creating route sheets, assisting constituents with applications, creating partnerships for water containers donations, and delivering the water.

As the City continues in Drought Emergency Stage 2, staff are assisting the community to reduce water usage by 20% and anticipates the recycled water delivery program will help. Staff researched and analyzed different scenarios for delivering the program.

1. Renting a truck and using staff to deliver water and administer the program.
2. Renting a truck and driver to deliver water and using staff to administer the program.
3. Contracting for a truck, driver and administrator of the program.

Staff received quotes from four companies and is recommending the City partner with American Tank & Water Hauling to administer all aspects of the Residential Recycled Water Delivery Program to include delivering the water from mid-May through the end of October. American Tank & Water Hauling will develop the routing, scheduling, text/email alerts for expected and completed delivery as well as reports for deliveries and work logs. Staff will work closely with the hauling company to ensure the program is being administered as outlined.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

Although not budgeted, there are sufficient funds for FY 2021/22 in the Recycled Water Operations Fund in the Budget Line Item 580-50-590-43350 (AC Recycled Water) to cover the expenditures for FY 2021/22. There are sufficient funds appropriated for FY 2022/23 budget in the Recycled Water Operations Fund in the Budget Line Item 580-50-590-42190 (Miscellaneous Contractual Services).

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 - Residential Recycled Water Delivery Program](#)
2. [Delivery Cost Analysis](#)

RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AMERICAN
TANK & WATER HAULING IN THE AMOUNT NOT TO EXCEED \$194,000 TO ADMINISTER
THE RESIDENTIAL RECYCLED WATER DELIVERY PROGRAM**

WHEREAS, the City of American Canyon was facing a water deficit and one of the driest years in the state. The city went from a Stage 1 Drought Emergency in the first part of last summer and quickly to a Stage 2 Drought Emergency; asking residents to reduce water usage by 20%; and

WHEREAS, the Water Reclamation Facility produces title 22 water and had a residential recycled water fill station already being utilized at the Corporation Yard; and

WHEREAS, the City The city was able to assist the residents to achieve what was asked of them by creating a recycled water delivery program so that residents could maintain their yards and gardens while still conserving potable water; and

WHEREAS, the program was well received by the community with 550 approved recycled water users and there has been continued interest in the program; and

WHEREAS, the city continues in Drought Emergency Stage 2, staff are assisting the community to reduce water usage by 20% and anticipates the recycled water delivery program will help; and

WHEREAS, four quotes were received and Staff recommends the City partner with American Tank & Water Hauling to administer all aspects of the Residential Recycled Water Delivery Program; and

WHEREAS, there are there are sufficient funds for FY 2021/22 in the Recycled Water Operations Fund in the Budget Line Item 580-50-590-43350 (AC Recycled Water) to cover the expenditures for FY 2021/22. There are sufficient funds appropriated for FY 2022/23 budget in the Recycled Water Operations Fund in the Budget Line Item 580-50-590-42190 (Miscellaneous Contractual Services).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby authorize the City Manager to enter into an agreement with American Tank & Water Hauling in the amount not to exceed \$194,000 to administer the Residential Recycled Water Delivery Program.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 3rd day of May 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

Recycled Water Delivery Cost Analysis

In House Delivery/Renting Truck	Hourly Charge	5/1 - 10/31	total cost
United Rentals 2000 - 2999 gal		\$22,322.36	\$98,676.56
Cresco 2000 gal		\$21,712.82	\$98,067.02
Holt 200 gal		\$26,171.95	\$102,526.15
2 FTE delivering	\$61.04	\$63,481.60	
1/4 FTE Program Management	\$49.51	\$12,872.60	
<hr/>			
Contract Out Delivery	Hourly Charge, includes driver	5/1 - 10/31	total cost includes staff time
Browns Water Trucks	\$145.00	\$150,800.00	\$163,672.60
HB Wells Equipment	\$140.00	\$145,600.00	\$158,472.60
American Tank & Water Hauling	\$155.00	\$161,200.00	\$161,200.00
The Purple Pipe Company		\$452,500.00	
<hr/>			
Purchase Water Truck			
New (no new trucks available until late fall)			
	2000 gal		
Used	2000 gal	\$90K - \$120K	



City Council Committee Report

Submitted by: * Councilmember Mark Joseph

Council Meeting Date: 04/19/2022

Event Date: 2022-04-07 **Event Type:** Conference

Event Title: * Fire District Association Conference (FDAC)

Event Report: Attended the annual conference in Napa Ca. Went to a number of sessions, including General Governance (good review of the basics); Recruitment & Retention (a lot of good ideas about attracting new firefighters); Legislative Update (really more about the upcoming State Assembly/Senate races, and Fire's share of the State Budget); Emergency Medical Services (really good info); and PIO in Fire (with our own Laura Provencher as the presenter- she did a great job).

Going back to EMS, it is amazing how private ambulance services have gamed the system, provided there is a Fire/Paramedic service available. I also learned about the various ways the ambulance company can be exempted from meeting their response times, leading to some areas with 5-10 fold increases in the number of exemptions over the last 5-10 years. One ray of hope is new legislation, AB 389, which allows a City Fire Service to compete to provide transport services, as long as they subcontract the actual transporting!

File/Photo Upload

Event Date: 2022-04-19 **Event Type:** Committee Report

Event Title: * Napa Valley Unified School District (NVUSD) 2X2 meeting

Event Report: Council member Washington and I, along with City Manager Jason Holley, met with School staff and Trustees. We have tentatively worked out an arrangement in which the right-of-way for the Oat Hill Apartments may be secured without the cost of eminent domain. Assuming this does work out, we can then focus on the "big picture" issues that also need to be addressed. We are meeting later this month.

File/Photo Upload

Event Date: 2022-04-12 **Event Type:** Community Event

Event Title: * American Canyon Arts Foundation

Event Report: The Board met and reviewed a number of upcoming projects. First, the Juneteenth event, in which we are the fiscal sponsor for Brenda Knight to produce the City's first Juneteenth Celebration. Second, we held a planning session for a grant-funded Art and Music event at the High School, using student (and alumni) talent. Third, we are planning another grant-funded Latino Celebration program as part of the Meet Me in the Street series (July 13). We also set up two member "Social Events:" attending the High School's production of "Spelling Bee" on April 29 and an afternoon on Mare Island Sunday, May 22. We are also looking to provide 2-3 scholarships to graduating Seniors.

File/Photo Upload

Event Date:

2022-04-13

Event Type

Community Event

Event Title: * Kiwanis Club of American Canyon

Event Report: Now that the Crab Feed is over (and we made a little over \$16,000), our last board meeting focused on charitable giving. We approved two scholarships; funding for Grad Nite; an in-kind sponsorship for the Little League's Hoedown; and a donation to the Kiwanis Family House in Sacramento (similar to the Ronald McDonald House). Also, helped with the Food Pantry.

File/Photo Upload

Event Date:

Event Type

Community Event

Event Title: * Various Community Events and Activities

Event Report:

- Attended with dedication of the **Canyon Oaks Elementary** School's Digital Marquee, along with Mayor Garcia
- Attended the ribbon-cutting for a new business in town, **Adapt Real Estate** (also with Mayor Garcia)
- One-on-ones with **Sherry Tennyson** with Napa Valley College (talked about training opportunities and possible outreach to local businesses)
- One-on-one with **Elmer Manaid**, with the FilAm Club (talked about how his group can work with the AC/DC's May 15 event)
- Attended the **Napa County Democratic Central Committee**, representing our area. The NCDCC endorsed Joelle Gallagher and Anna Chouteau for Board of Supervisors; as well as Measure L, the Fire Tax.
- Attended the monthly **Napa Working Families Coalition**. Heard a presentation relating to the Fire Tax, legislative updates and a status report on the Napa City General Plan.

File/Photo Upload



City Council Committee Report

Submitted by: * Councilmember Pierre Washington

Council Meeting Date: 05/03/2022

Event Date: 2022-04-24 Event Type: Committee Report

Event Title: * Climate Action Plan Council Ad Hoc Committee

Event Report: Committee meeting facilitated by Councilmember Mark Joseph. Guest speaker Patrick Journey, from Re-Generation Napa County. Discussed Earth Day and the different models of electric vehicles (EV) and Soletrac electric tractor that will be/was on display and their owners available to answer questions at Oxbow Commons (1268 McKinstry Street) during Napa's Earth Day celebrations.

Listened to EV drivers and enthusiasts about the thrill of owning and driving an EV, charging it at home, never having to go to a gas station, savings on gas.

File/Photo Upload

Event Date: 2022-04-15 Event Type: Other

Event Title: * Community 1:1's

Event Report: **Ben Anderson & Hugh Marquez:** AC Resident breakfast/coffee chat at Canyon Café to discuss state of the city.

Eva Angelina Pelayo Napa Sierra Clubs newest Student Intern & ACHS Sophomore to participate in a Youth Sierra Club Podcast that she facilitates to discuss Earth Day Celebration. Her Teacher sponsor is Nicholas Cheranich.

<https://www.sierraclub.org/redwood/napa/blog/2022/03/napa-sierra-club-newsletter-march-2022>

Julia Salvador, AC resident to discuss traffic Calming concerns and recent soft speed bumps on Wetland Edge Road.

File/Photo Upload

Event Date: 2022-04-04 Event Type: Committee Report

Event Title: * Veterans of Foreign Wars (VFW), Post 1123

Event Report: **Veterans of Foreign Wars (VFW), Post 1123,** April 4, 2022, monthly meeting Karl Kreh Vallejo VFW Post 1123 420 Admiral Callaghan Lane, Vallejo, CA 94591. Every 1st and 3rd Monday

File/Photo Upload

Event Date: 2022-04-22 **Event Type:** Other

Event Title: * Community Cat Ad-Hoc

Event Report: On 4/22/2022 I toured a colony of cats in American Canyon with the Community Cat Ad-Hoc committee to learn about the safe and humane tactics used to identify and control the preproduction of community cats.

Listed below are the statistics related to surrenders of community cats and the use of the spay/neuter vouchers for American Canyon:

Cats or kittens surrendered from American Canyon:

2018: 168 cats/kittens (18%)

2019: 192 cats/kittens (21%)

2020: 135 cats/kittens (22%)

The Spay and Neuter Voucher data includes two categories: Spay and Neuter Vouchers or Feral Vouchers. The Spay and Neuter Voucher information includes dogs and cats and shows the vouchers issued to pet owners but does not specify dog or cat. The Feral Cat Vouchers pertain only to trapped feral cats:

2018:

88 Feral Cat Vouchers

75 Spay and Neuter Vouchers

2019:

100 Feral Cat Vouchers

19 Spay and Neuter Vouchers

2020:

170 Feral Cat Vouchers

57 Spay and Neuter Vouchers

2021:

113 Feral Cat Vouchers

30 Spay and Neuter Vouchers

File/Photo Upload

Event Date: 2022-06-19 **Event Type:** Community Event

Event Title: * Juneteenth Celebration -

Event Report: City of American Canyon 1st Annual Juneteenth Celebration in Partnership with American Canyon Arts Foundation Main Street Park, 6040 Eucalyptus, Drive American Canyon, CA. Speakers, Live Entertainment, Food Trucks, Vendors, Kidzone.

File/Photo Upload Admission is Free. Limited reserved seating \$30. For additional information: Brenda Knight Events (707) 319-4773.

American Canyon will celebrate its first ever Juneteenth celebration. Bring out the family and friends. I'm also blessed to be invited to speak.

