



## REGULAR CITY COUNCIL MEETING AGENDA

City Hall - Council Chambers  
4381 Broadway St., Suite 201, American Canyon  
**June 7, 2022**  
**6:30 PM**

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

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### AMENDED AGENDA

**This agenda has been amended by the following: added Item No. 3 - Joint City Council/American Canyon Fire Protection District Closed Session, Item No. 13 - revisions were made to the staff report and attachments.**

*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](mailto:cityclerk@cityofamericancanyon.org).

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

**AMERICANS WITH DISABILITIES ACT:** The City Council will provide materials in appropriate

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

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

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

### **5:30 P.M. SPECIAL JOINT CITY COUNCIL/AMERICAN CANYON FIRE PROTECTION DISTRICT CLOSED SESSION AGENDA**

1. **Conference with Legal Counsel – Anticipated Litigation Pursuant to Government Code Section 54956.9 (d)(2). Two Matter.**
  
2. **Conference with Real Property Negotiator: Authorized pursuant to Government Code section 54956.8.  
Property: APNs 058-320-015, 058-040-024, 058-040-026, 058-040-032 , 058-040-044  
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**
  
3. **Matter Related to Public Employment – Pursuant to Government Code Section 54757(b)  
Position: District Chief**

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

### **PROCLAMATIONS AND PRESENTATIONS**

4. **Proclamation recognizing June 19th, 2022 as Juneteenth**
  
5. **Proclamation recognizing June, 2022 as Pride Month**

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

*This time is reserved for members of the public to address the City Council on items of interest that are not on the*

Agenda and are within the subject matter jurisdiction of the City Council. Comments are limited to 3 minutes. Comments for items on the Agenda will be taken when the item is called. The City Council is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the City Council does not respond to public comment at this time. Speakers are asked to please speak clearly, and provide their name. Any handouts for distribution to the City Council must be emailed by 3:00 p.m. on meeting day. To comment via zoom during the meeting: click the "raise your hand" button if joining by computer, or press \*9 if joining by phone, when the item is called. To avoid confusion, hands raised outside of Public Comment periods will be lowered.

## AGENDA CHANGES

The Mayor and Council may change the order of the Agenda or request discussion of a Consent Item. A member of the Public may request discussion of a Consent Item by making that request during Public Comment.

## CONSENT CALENDAR

### 6. [Minutes of May 17, 2022](#)

**Recommendation:** Approve the minutes of the City Council meeting of May 17, 2022.

### 7. [Minutes of May 31, 2022](#)

**Recommendation:** Approve the minutes of the Joint City Council and Open Space Advisory Committee meeting of May 31, 2022.

### 8. [Report Upon Return from Closed Session - May 3, 2022](#)

**Recommendation:** Approve the Report Upon Return from Closed Session for the meeting of May 3, 2022.

### 9. [Report upon Return from Closed Session - May 31, 2022](#)

**Recommendation:** Approve the Report Upon From Closed Session for the meeting of May 31, 2022.

### 10. [Award a Construction Contract to VSS International, Inc. for the 2021 Annual Pavement Management Project \(TR21-0100\)](#)

**Recommendation:** Adopt a Resolution 1) amending the FY 2021-22 Capital Budget and increasing the Project Budget, 2) awarding a construction contract to VSS International, Inc. in the amount of \$975,439.50 and 3) authorizing the Public Works Director to approve and execute Contract Change Orders in an aggregate amount not to exceed the Project Budget in conjunction with the 2021 Annual Pavement Management Project (TR21-0100).

### 11. [National Community Survey Results](#)

**Recommendation:** Publish 2022 National Community Survey Report of Results for a public feedback period followed by return to City Council for discussion at the July 19, 2022 meeting.

### 12. [Engineer's Report for Citywide LLAD Fiscal Year LLAD 22-23](#)

**Recommendation:** Adopt a Resolution initiating proceedings, preliminarily approving the 2022/23 Annual Engineer's Report, declaring the intention to levy and collect annual assessments, and setting the Public Hearing for consideration of the American Canyon Landscaping and Lighting Assessment District assessments for Fiscal Year 2022/23 for June 21, 2022, at 6:30 p.m. in the Council Chambers.

13. **Water Supply and Demand Drought Emergency Stage 2**  
**Recommendation:** Receive and file a report on water supply and demand in the City of American Canyon Water Service Area.

## **PUBLIC HEARINGS**

There are no public hearing items.

## **BUSINESS**

14. **Enhanced Solid Waste Services and proposed Residential Rate Increase (SB 1383)**  
**Recommendation:** Adopt a Resolution declaring the City's intention to adopt increased residential solid waste rates, setting a public hearing for August 16, 2022, and directing the issuance of notices of a Proposition 218 Public Hearing to all solid waste customers and property owners within the City of American Canyon.
15. **Draft Comprehensive General Plan Update CEQA Notice of Preparation (NOP)**  
**Recommendation:** Provide Council comments on the Revised Draft Comprehensive General Plan Update CEQA Notice of Preparation (NOP).
16. **Property Exchange with Napa Valley Unified School District**  
**Recommendation:** Adopt a Minute Order providing notice of the City's intent to transfer approximately 4.6 acres of land where the community center/gymnasium is located to the Napa Valley Unified School District in exchange for receiving the 6.57-acre property where the former Napa Junction Elementary School is located (on Napa Junction Rd.) from the Napa Valley Unified School District.

## **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.*

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

## **ADJOURNMENT**

### **CERTIFICATION**

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

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Taresa Geilfuss, CMC, City Clerk

# CITY OF AMERICAN CANYON PROCLAMATION



## Juneteenth Independence Day

**WHEREAS**, on January 1, 1863, President Lincoln issued the Emancipation Proclamation, declaring that all enslaved people in the rebellious states would be then, thenceforward, forever free; and

**WHEREAS**, President Lincoln believed slavery to be in violation of the principles of the Declaration of Independence and that its abolition represented a “new birth of freedom” for the United States; and

**WHEREAS**, although President Lincoln signed the Emancipation Proclamation freeing slaves in January 1863, it was not until June 19<sup>th</sup>, 1865, that Union soldiers arrived in Galveston, Texas announcing the end of the Civil War and bearing federal orders proclaiming the end of slavery in the South and the Southwestern United States; and

**WHEREAS**, Juneteenth, or Juneteenth Independence Day, has a special meaning to African Americans which combines the words of June and Nineteenth, commemorating the traditional observance of the end of slavery in the United States and is observed annually on June 19<sup>th</sup>; and

**WHEREAS**, Juneteenth is an important opportunity to honor the principles of the Declaration of Independence and celebrate the achievements and contributions African Americans have made and continue to make in the City of American Canyon and across our Nation; and

**WHEREAS**, on June 19, 2022, in partnership with the American Canyon Arts Foundation, the City of American Canyon will be celebrating Juneteenth at Main Street Park from 1:00 p.m. to 6:00 p.m. This unforgettable community event will celebrate African American heritage, history, and freedom, through cultural ceremonies and activities that reflect the power of community, family, art, and tradition; and

**NOW, THEREFORE, BE IT RESOLVED** that I, Leon Garcia, Mayor of the City of American Canyon on behalf of the City Council, do proclaim June 19<sup>th</sup>, 2022, as Juneteenth Independence Day. In celebration of this day, I encourage the City of American Canyon community to attend the Juneteenth community event on June 19<sup>th</sup>, 2022 at Main Street Park.

Dated: June 7, 2022

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Mayor Leon Garcia

# CITY OF AMERICAN CANYON PROCLAMATION



## JUNE 2022 AS PRIDE MONTH

**WHEREAS**, the City of American Canyon recognizes and proclaims the month of June 2022 as Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ) “Pride Month” throughout the City of American Canyon; and

**WHEREAS**, the City of American Canyon observes Pride Month with a Pride flag-raising ceremony to honor the history of the LGBTQ liberation movement and to support the rights of all citizens to experience equality and freedom from discrimination; and

**WHEREAS**, the rainbow flag is widely recognized as a symbol of pride, inclusion, and support for social movements that advocate for LGBTQ people within our community; and

**WHEREAS**, all human beings are born free and equal in dignity and rights. LGBTQ individuals have made immeasurable impacts to the cultural, civic, and economic successes of our country; and

**WHEREAS**, the City of American Canyon is committed to supporting visibility, dignity, and equality for LGBTQ people in our diverse community; and

**WHEREAS**, while society at large increasingly supports LGBTQ equality, it is essential to acknowledge that the need for education and awareness remains vital to end discrimination and prejudice; and

**WHEREAS**, celebrating Pride Month influences awareness and provides support and advocacy for the American Canyon LGBTQ community, and is an opportunity to take action and engage in dialog to strengthen alliances, build acceptance and advance equal rights; and

**WHEREAS**, the City of American Canyon encourages everyone to participate in the Pride Pop-Up on June 18, 2022, from 9:00 am – 9:00 pm at Community Park II; and

**NOW, THEREFORE, BE IT RESOLVED** that I, Mayor Leon Garcia, do hereby proclaim June 2022 as Pride Month and that the rainbow flag will be raised for the entire month of June in support of our LGBTQ community to recognize the influential and lasting contributions, they continue to make in our vibrant community in which they live, work and visit.

**Dated: June 7, 2022**

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**Leon Garcia, Mayor**

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

**ACTION MINUTES**

*May 17, 2022*

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

**4:30 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 – Existing Litigation One Matter (People of the State of California v. Sean Vickers; Napa Superior Court Case No. 22CR000124)**
- 3. 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**

The meeting was called to order at 6:52 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

**Absent:** None

**Excused:** Vice Mayor Mariam Aboudamous

**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 4:30 p.m. Closed session adjourned at 6:40 p.m. A written report will be provided.

## PROCLAMATIONS AND PRESENTATIONS

### 4. Proclamation - Memorial Day, May 31, 2022

Mayor Garcia announced the proclamation. It was received by Councilmember Pierre Washington on behalf of VFW POST 1123.

### 5. Proclamation - Historic Preservation Month

Mayor Garcia announced the proclamation. It was received by Ernie Schlobohm, president of the Napa County Landmarks Board.

### 6. Proclamation - National Public Works Week

Mayor Garcia announced the proclamation. The proclamation was accepted by Public Works Director Erica Ahman Smithies and Maintenance & Utilities Director Felix Hernandez, III on behalf of Public Works and Maintenance and Utilities Departments, with many employees of those departments in attendance. Karina Servente requested to comment on this item and was called to speak.

### 7. Proclamation - Asian American and Native Hawaiian/Pacific Islander Heritage Month

Mayor Garcia announced the proclamation. It was accepted by Clarence Mamaril.

### 8. Presentation - Parks and Community Services CAPRCBM Recognition Award

Parks & Recreation Director Alexandra Ikeda announced the CAPRCBM award; it was accepted by the Parks & Community Services Commission.

## PUBLIC COMMENTS - ITEMS NOT ON THE AGENDA

Mayor Garcia called for public comments. Written: Consent Item 11 Jason Kishineff. Oral: Michelle Leightly was called to speak; Sylvia Quidit was called to speak; Rose Negrete was called to speak; Rose Maldonado was called to speak; Tammy Wong was called to speak; Justin Hamilton Hole was called to speak; Karina Servente was called to speak; Clarence Mamaril was called to speak; Beth Marcus was called to speak; Fran Lemos was called to speak. The public comments period was closed.

## AGENDA CHANGES

Councilmember Washington recommended closing tonight's meeting in a moment of silence for those 10 people killed in mass shooting in Buffalo, NY.

## CONSENT CALENDAR

**Action:** Motion to 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

**Excused:** Vice Mayor Mariam Aboudamous

### **9. Minutes of May 3, 2022**

**Action:** Approved the minutes of the City Council meeting of May 3, 2022.

### **10. AB361 In Person and Remote Teleconferenced Meetings - May 17, 2022 - June 17, 2022**

**Action:** Adopted Resolution 2022-35 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 May 17, 2022 – June 17, 2022 pursuant to Ralph M. Brown Act.

### **11. Mower Purchase Parks Maintenance**

**Action:** Adopted Resolution 2022-36 approving the purchase of a new RC MOWER TK -52XP for Parks Maintenance in an amount not to exceed \$65,000.

### **12. 3rd Quarter Investment Report for the City and Fire District**

**Action:** Received and filed the City and Fire District's Treasurer's Report for the month ended March 31, 2022.

### **13. Water Meter Purchase**

**Action:** Adopted Resolution 2022-37 approving the purchase of water meters from Aqua-Metric Sales, Co. in an amount not to exceed \$75,000.

## **PUBLIC HEARINGS**

There are no Public Hearings.

## **BUSINESS**

### **14. Proposed Fiscal Year 2022-23 Budget**

Council received a staff report from Finance Director Lincoln Bogard. Mayor Garcia called for public comments. Written: Tammy Wong. Oral: Beth Marcus was called to speak. The public comments period was closed. No council action was taken.

### **15. Law Enforcement Services Contract Amendment**

Council received a staff report from Police Chief Rich Greenberg. Mayor Garcia called for public comments. Beth Marcus was called to speak. The public comments period was closed.

**Action:** Motion to adopt Resolution 2022-38 approving Amendment 18 Agreement 2022-59 to Napa County Agreement No. 3220 with the Napa County Sheriff's Office for law enforcement services for the period January 7, 2023, through June 30, 2024. 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:** None

**Excused:** Vice Mayor Mariam Aboudamous

#### **16. Projects Funded by SB1/RMRA for Fiscal Year 2022/23**

Council received a staff report from Public Works Director Erica Ahman Smithies. Mayor Garcia called for public comments. Written: None. Oral: none.

**Action:** Motion to adopt Resolution 2022-39 approving a list of projects for Fiscal Year 2022-23 funded by SB1: The Road Repair and Accountability Act of 2017. made by Councilmember Mark Joseph, 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:** None

**Excused:** Vice Mayor Mariam Aboudamous

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

Public Works Director Erica Ahman Smithies, Maintenance & Utilities Director Felix Hernandez, III, Community Development Director Brent Cooper and Parks & Recreation Director Alexandra Ikeda provided oral reports to Council.

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

##### **17. City Council Committee Report - Councilmember Mark Joseph**

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

Mayor and Councilmembers announced items of community interest, including the Labor Partnership Awards from the California State Legislature and the US House of Representatives presented to the American Canyon City Council.

#### **ADJOURNMENT**

The meeting was adjourned at 10:05 p.m. with a moment of silence.

#### **CERTIFICATION**

Respectfully Submitted,

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Taresa Geilfuss, CMC  
American Canyon City Clerk

**CITY OF AMERICAN CANYON**  
**SPECIAL JOINT CITY COUNCIL/OPEN SPACE ADVISORY COMMITTEE MEETING**

**ACTION MINUTES**

*May 31, 2022*

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**CITY COUNCIL CLOSED SESSION - 5:30 P.M.**

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

**2. Real Property Acquisition**

**Pursuant to Government Code Section 54956.8**

**Property Location: APN 059-020-053, 059-020-054, 059-020-055, 059-020-000**

**SPECIAL JOINT CITY COUNCIL/OPEN SPACE ADVISORY COMMITTEE - 6:30 P.M.**

**CALL TO ORDER**

The meeting was called to order at 6:37 p.m.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

**MEETING ANNOUNCEMENT**

**ROLL CALL**

**Present:** Mayor Leon Garcia, Vice Mayor Mariam Aboudamous, Councilmember Mark Joseph, Councilmember David Oro, Councilmember Pierre Washington, Chair Nance Matson, Vice Chair Scott Artis, Committee Member Barry Christian, Committee Member Kim Hester-Williams, Committee Member Tara McClinton-Horner

**Absent:** None

**Excused:** None

**PUBLIC COMMENTS - ITEMS NOT ON THE AGENDA**

Mayor Garcia called for public comments. Scott Thomason was called to speak. The public comments period was closed.

**AGENDA CHANGES**

There were no agenda changes.

## **BUSINESS**

### **3. Re-Authorize the Open Space Advisory Committee and Draft Fiscal Year 22/23 Work Plan**

Council received a staff report from City Manager Jason Holley. Council and committee members engaged in discussion. Mayor Garcia called for public comments. Justin Hamilton Hole was called to speak. The public comments period was closed. City Manager Jason Holley provided a summary of notes for further council consideration at a later time.

## **ADJOURNMENT**

The meeting was adjourned at 8:27 p.m.

## **CERTIFICATION**

Respectfully Submitted,

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Taresa Geilfuss, City Clerk

William D. Ross  
David Schwarz  
Kypros G. Hostetter

Law Offices of  
**William D. Ross**  
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Palo Alto, California 94306  
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Los Angeles Office:

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Los Angeles, CA 90025

File No: 199/6

May 12, 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; May 3, 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 May 3, 2022 Regular Council Meeting, consistent with Government Code Section 54957.1.

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

There were two matters agendized for City Closed Session consideration.

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

The Honorable Leon Garcia, Mayor  
and Members of the City Council  
May 12, 2022  
Page 2

With respect to Closed Session Agenda Item No. 1., there was reportable action in the form of unanimous Council direction (4-0) to proceed with an exchange of real property with the Napa Valley Unified School District involving Napa Junction School site and the Middle School Gymnasium site. Except as indicated there was no other reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956.8.

With respect to one of the matters considered under Closed Session Agenda Item No. 2., there was unanimous direction (4-0) to proceed with the Settlement Agreement with the County of Napa and the Napa County Airport Land Use Commission with respect to the Oat Hill Residential Project. Except as indicated there was no other reportable action with respect to Agenda Item No. 2., under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(2).

The Closed Session concluded at 6:30 p.m., 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.

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

Very truly yours,



William D. Ross  
City Attorney

WDR:jf

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

William D. Ross  
David Schwarz  
Kypros G. Hostetter

Law Offices of  
**William D. Ross**  
400 Lambert Avenue  
Palo Alto, California 94306  
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Los Angeles Office:

11420 Santa Monica Blvd  
#25532  
Los Angeles, CA 90025

File No: 199/6

June 2, 2022

**VIA E-MAIL**

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

Re: Report Upon Return from Closed Session; Virtual Special Joint City Council/Open  
Space Advisory Committee Meeting; May 31, 2022

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Dear Mayor Garcia and Members of the City Council:

This communication sets forth reportable action, if any, of the City Council (“Council”) of the City of American Canyon (“City”), consistent with provisions of the Ralph M. Brown Opening Meeting Act (Government Code Section 54950, *et seq.*) resulting from the Closed Session of the Virtual May 31, 2022 Special Joint City Council/Open Space Advisory Committee Meeting, consistent with Government Code Section 54957.1.

After convening in Open Session at 5:30 p.m. and ascertaining that there were no public comments on the agendized Closed Session matter, your Council adjourned to Closed Session at 5:30 p.m.

There were two matters agendized for City Closed Session consideration.

1. Conference with Labor Negotiators: Authorized Pursuant to Government Code Section 54957.6  
Agency Designated Representative: City Manager Jason Holley and Labor Counsel Sloan, Sakai, Yeung and Wong  
Employee Organization: Teamsters
2. Real Property Acquisition  
Pursuant to Government Code Section 54956.8  
Property Location: APN 059-020-053, 059-020-054, 059-020-055 and 059-020-000

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

June 1, 2022

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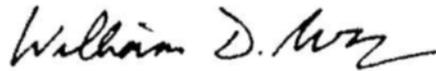
With respect to City Closed Session Agenda Item No. 2., there was no reportable action consistent with the provisions of Government Code Section 54956.8.

The Closed Session concluded at 6:30 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.

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



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## TITLE

Award a Construction Contract to VSS International, Inc. for the 2021 Annual Pavement Management Project (TR21-0100)

## RECOMMENDATION

Adopt a Resolution 1) amending the FY 2021-22 Capital Budget and increasing the Project Budget, 2) awarding a construction contract to VSS International, Inc. in the amount of \$975,439.50 and 3) authorizing the Public Works Director to approve and execute Contract Change Orders in an aggregate amount not to exceed the Project Budget in conjunction with the 2021 Annual Pavement Management Project (TR21-0100).

## CONTACT

Erica Ahmann Smithies, P.E., Public Works Director/City Engineer

Ron Ranada, P.E., Senior Civil Engineer

## BACKGROUND & ANALYSIS

The 2021 Annual Pavement Management Project (TR21-0100) ("Project") consists of pavement rehabilitation by means of chip seal with micro-surfacing at various locations throughout the City. Work includes, but is not limited to, mobilization, storm water pollution prevention, traffic control, curb ramp upgrades, chip seal, micro-surfacing, digout repairs, and striping on American Canyon Road East, Blanco Street, Brophy Street, Corsicana Drive, Commerce Boulevard, Folland Drive, Kemp Lane, Kemp Way, and Sheffield Way in American Canyon.

These segments of the City's street network, excluding Commerce Boulevard, have been identified for rehabilitation based on their Pavement Condition Index (PCI) as identified in prior Pavement Management Program Reports (most recently in 2020). Additionally, these segments (with the exception of Commerce Boulevard and American Canyon Road East) have been prioritized for maintenance work in the current adopted Measure T 5-year Expenditure Plan (Resolution 2021-94).

Commerce Boulevard was added to the Project to fulfill the objective of a supplemental improvement agreement wherein the Developer (SDG Commerce 330, LLC) agreed to pay the City to micro-seal the road extension improvements to ensure satisfactory performance and address pavement issues that arose prior to the acceptance and completion of the public improvements.

The rehabilitation of American Canyon Road East was originally established as a 'standalone' project (American Canyon Road East Pavement Maintenance Project (TR22-0100)) per Resolution 2022-28. The resolution provides for an agreement with Napa County (City Agreement No. 2022-40) wherein the County, as part of its work to rehabilitate the County-owned portion of American Canyon Road, would rehabilitate the City-owned portion from Flosden Road to the City limit. The County advertised the project (RDS 22-04) and received one bid. The single bid received was almost triple the engineer's estimate and exceeded the approved project budget. The bid prices were reviewed by City staff and were believed to not be reflective of reasonable and customary prices. Therefore, City staff informed the County of its decision to not participate in the County project, opting instead to include the same scope for American Canyon Road East to the 2021 Annual Pavement Management Project (TR21-0100) via bid addendum, given the similar scope of work.

The City solicited competitive bids for the Project on May 11, 2022. The Engineer's Estimate was \$925,600. On May 31, 2022, the following bids were received and publicly read aloud:

<b>Bidder</b>	<b>Total Bid Amount</b>
VSS International, Inc.	\$975,439.50
Pavement Coatings Co.	\$998,126.62

The bid submitted by VSS International, Inc. in the amount of \$975,439.50 was the apparent low bid. Staff has reviewed the bid from VSS International, Inc. and found it to be both responsive and responsible. Staff has verified the contractor's qualifications including valid Class A license, 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 VSS International, Inc. in the amount of \$975,439.50 in conjunction with the 2021 Annual Pavement Management Project (TR21-0100). If approved, construction is scheduled to begin in June and should be completed by the end of the summer.

**COUNCIL PRIORITY PROGRAMS AND PROJECTS**

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

**FISCAL IMPACT**

The FY 2021-22 Capital Budget currently provides for a Project Budget for the 2021 Annual Pavement Management Project (TR20-0100) in the amount of \$1,700,000.

With the inclusion of Commerce Boulevard to the Project scope, and in consideration of the bid prices in the contract to be awarded, staff recommends the Capital Budget be amended as follows to fund the work for Commerce Boulevard:

<b>Budget Line Item</b>	<b>Name</b>	<b>Amount</b>
350-85-450-46110	Transfer Commerce Blvd Warranty	\$26,000

213-85-450-48310	Transfer RMRA Fund	\$11,000
350-85-450-46110	Capital Outlay	\$37,000

With the inclusion of American Canyon Road East to the Project, staff proposes to reallocate the funds from the American Canyon Road East Pavement Maintenance Project (TR22-0100) to TR21-0100. TR22-0100 has an approved budget of \$300,000 from Fund 213 (RMRA) which provides for geotechnical testing services, reimbursement to Napa County for design, construction and inspection of the project, and City staff oversight throughout the project.

Staff has reviewed the Project's final scope of work and has determined that a reduction in Fund 510 (Water Ops) is appropriate, due to lesser than anticipated scope. Therefore, in addition to the Capital Budget amendment described in the table above, staff recommends that the Project Budget be amended and increased as follows:

Source	Current Amount	New Amount
Fund 211, Measure T	\$1,460,000	\$1,460,000
Fund 350, Capital Improvement Fund-Gen Gov	\$0	\$26,000
Fund 213, RMRA	\$0	\$311,000*
Fund 510, Water Ops Fund	\$210,000	\$30,000
Fund 540, Wastewater Ops Fund	\$30,000	\$30,000
Total	\$1,700,000	\$1,857,000*

\*This amount will be reduced by the total reimbursement costs for Napa County rendered services.

## 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 of Contract](#)

**RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON 1) AMENDING THE FY2021-22 CAPITAL BUDGET AND INCREASING PROJECT BUDGET, 2) AWARDED A CONSTRUCTION CONTRACT TO VSS INTERNATIONAL, INC. IN THE AMOUNT OF \$975,439.50, AND 3) AUTHORIZING THE PUBLIC WORKS DIRECTOR TO APPROVE AND EXECUTE CONTRACT CHANGE ORDERS IN AN AGGREGATE AMOUNT NOT TO EXCEED THE PROJECT BUDGET IN CONJUNCTION WITH THE 2021 ANNUAL PAVEMENT MANAGEMENT PROJECT (TR21-0100)**

**WHEREAS**, the 2021 Annual Pavement Management Project (TR21-0100) consists of pavement rehabilitation by means of chip seal with micro-surfacing at the following locations throughout the City: American Canyon Road East, Brophy Street, Corsicana Drive, Commerce Boulevard, Folland Drive, Kemp Lane, Kemp Way, and Sheffield Way in American Canyon; and

**WHEREAS**, Commerce Boulevard was added to the list of streets to fulfill the conditions of a supplemental improvement agreement wherein the Developer (SDG Commerce 330, LLC) agreed to pay the City to micro-seal the road extension improvements to ensure satisfactory performance and address pavement issues that arose prior to the acceptance and completion of the public improvements; and

**WHEREAS**, American Canyon Road East, originally established as a standalone City project called American Canyon Road East Pavement Maintenance Project (TR22-0100) and advertised as part of Napa County’s American Canyon Road Repair and Rehabilitation Project (RDS 22-04), was added to the Project scope of work after the County only received a single bid for the project, which exceeded the approved project budget; and

**WHEREAS**, the Engineer’s Estimate for the Project is \$925,600; and

**WHEREAS**, the City solicited competitive bids for the Project on May 11, 2022, and on May 31, 2022, the following bids were received and publicly read aloud; and

<b>Bidder</b>	<b>Total Bid Amount</b>
VSS International, Inc.	\$975,439.50
Pavement Coatings Co.	\$998,126.62

**WHEREAS**, staff has reviewed the bid from VSS International, Inc. and found it to be both responsive and responsible; and

**WHEREAS**, staff has verified the contractor’s qualifications 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.

**NOW, THEREFORE, BE IT RESOLVED** that with the inclusion of Commerce Boulevard to the Project scope, the City Council of the City of American Canyon hereby amends the FY 2021-22 Capital Budget as follows to fund the work for Commerce Boulevard; and

Budget Line Item	Name	Amount
350-85-450-46110	Transfer Commerce Blvd Warranty	\$26,000
213-85-450-48310	Transfer RMRA Fund	\$11,000
350-85-450-37271	Capital Outlay	\$37,000

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that with the inclusion of American Canyon Road East to the Project, the City Council of the City of American Canyon hereby approves reallocating the funds for TR22-0100 to TR21-0100, less all reimbursement costs for Napa County rendered services; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the City Council of the City of American Canyon hereby amends and increases the Project Budget for the 2021 Annual Pavement Management Project (TR21-0100) as follows; and

Source	Current Amount	New Amount
Fund 211, Measure T	\$1,460,000	\$1,460,000
Fund 350, Capital Improvement Fund-Gen Gov	\$0	\$26,000
Fund 213, RMRA	\$0	\$311,000*
Fund 510, Water Ops Fund	\$210,000	\$30,000
Fund 540, Wastewater Ops Fund	\$30,000	\$30,000
Total	\$1,700,000	\$1,857,000*

\*This amount will be reduced by the total reimbursement costs for Napa County rendered services.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the City Council of the City of American Canyon hereby 1) amends the FY 2021-22 Capital Budget to increase the project budget, 2) awards a construction contract to VSS International, Inc. in the amount of \$975,439.50 and 3) authorizes the Public Works Director to approve and execute Contract Change Orders in an aggregate amount not to exceed the Project Budget in conjunction with the 2021 Annual Pavement Management Project (TR21-0100).

**PASSED, APPROVED and ADOPTED** at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 7<sup>th</sup> day of June, 2022, by the following vote:

AYES:  
 NOES:  
 ABSTAIN:  
 ABSENT:

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

ATTEST:

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



## **TITLE**

National Community Survey Results

## **RECOMMENDATION**

Publish 2022 National Community Survey Report of Results for a public feedback period followed by return to City Council for discussion at the July 19, 2022 meeting.

## **CONTACT**

Jason B. Holley, City Manager

Jen Kansanback, Communications Manager

## **BACKGROUND & ANALYSIS**

The National Community Survey™ (The NCS™) report is about the “livability” of American Canyon. A livable community is a place that is not simply habitable, but that is desirable. It is not only where people do live, but where they want to live. The survey was developed by the experts from National Research Center at Polco.

Great communities are partnerships of the government, private sector, community-based organizations and residents, all geographically connected. The NCS captures residents’ opinions considering ten central facets of a community:

- Economy
- Mobility
- Community Design
- Utilities
- Safety
- Natural Environment
- Parks and Recreation
- Health and Wellness
- Education, Arts, and Culture
- Inclusivity and Engagement

The report provides the opinions of a representative sample of 335 residents of the City of American Canyon collected from February 7th, 2022 to March 28th, 2022. The margin of error around any

reported percentage is 5% for all respondents and the response rate for the 2022 survey was 13%. Survey results were weighted so that the demographic profile of respondents was representative of the demographic profile of adults in American Canyon.

The report will publish on the City's website - <https://www.cityofamericancanyon.org/CommunitySurvey> at 8 AM on Wednesday, June 8, 2022. From this page, the public can view the 2022 National Community Survey Report of Results, the "Full Trends," which represent the comparison of the current survey results to the 2015 results, and access the full data of the survey. A form is also available on this page to gather public feedback on the survey results. Public feedback will be received through 5 PM on Friday, July 8, 2022. The Survey Report of Results, along with the public feedback on the survey results, will be presented and discussed at the July 19, 2022 City Council Meeting.

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

Organizational Effectiveness: "Deliver exemplary government services."

### **FISCAL IMPACT**

There is no fiscal impact.

### **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. [The NCS Report - American Canyon, CA 2022](#)

# American Canyon, CA

## The National Community Survey

Report of Results  
2022

Report by:



Visit us online!  
[www.polco.us](http://www.polco.us)

## About The NCS™

The National Community Survey™ (The NCS™) report is about the “livability” of American Canyon. A livable community is a place that is not simply habitable, but that is desirable. It is not only where people do live, but where they want to live. The survey was developed by the experts from National Research Center at Polco.

Great communities are partnerships of the government, private sector, community-based organizations and residents, all geographically connected. The NCS captures residents’ opinions considering ten central facets of a community:

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- Inclusivity and Engagement

The report provides the opinions of a representative sample of 335 residents of the City of American Canyon collected from February 7th, 2022 to March 28th, 2022. The margin of error around any reported percentage is 5% for all respondents and the response rate for the 2021 survey was 13%. Survey results were weighted so that the demographic profile of respondents was representative of the demographic profile of adults in American Canyon.

### How the results are reported

For the most part, the percentages presented in the following tabs represent the “percent positive.” Most commonly, the percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, etc.). On many of the questions in the survey respondents may answer “don’t know.” The proportion of respondents giving this reply is shown in the full set of responses included in the tab “Complete data.” However, these responses have been removed from the analyses presented in most of the tabs. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

### Comparisons to benchmarks

NRC’s database of comparative resident opinion is comprised of resident perspectives gathered in surveys from over 600 communities whose residents evaluated the same kinds of topics on The National Community Survey. The comparison evaluations are from the most recent survey completed in each community in the last five years. NRC adds the latest results quickly upon survey completion, keeping the benchmark data fresh and relevant. The communities in the database represent a wide geographic and population range. In each tab, American Canyon’s results are noted as being “higher” than the benchmark, “lower” than the benchmark, or “similar” to the benchmark, meaning that the average rating given by American Canyon residents is statistically similar to or different (greater or lesser) than the benchmark. Being rated as “higher” or “lower” than the benchmark means that American Canyon’s average rating for a particular item was more than 10 points different than the benchmark. If a rating was “much higher” or “much lower,” then American Canyon’s average rating was more than 20 points different when compared to the benchmark.

The survey was administered during the COVID-19 pandemic, a time of challenge for many local governments. While we provide comparisons to national benchmarks, it is important to note that much of the benchmark data was collected prior to the pandemic. This may impact how your City’s 2021 ratings compare to other communities’ ratings from the past five years.



## Methods

### Selecting survey recipients

All households within the City of American Canyon were eligible to participate in the survey. A list of all households within the zip codes serving American Canyon was purchased from Go-Dog Direct based on updated listings from the United States Postal Service. Since some of the zip codes that serve the City of American Canyon households may also serve addresses that lie outside of the community, the exact geographic location of each housing unit was compared to community boundaries using the most current municipal boundary file. Addresses located outside of the City of American Canyon boundaries were removed from the list of potential households to survey. From that list, addresses were randomly selected as survey recipients, with multi-family housing units (defined as those with a unit number) sampled at a rate of 5:3 compared to single family housing units.

An individual within each household was selected using the birthday method. The birthday method selects a person within the household by asking the “person whose birthday has most recently passed” to complete the questionnaire. The underlying assumption in this method is that day of birth has no relationship to the way people respond to surveys. This instruction was contained in the introduction of the survey.

### Conducting the survey

The 2,700 randomly selected households received mailings beginning on February 7th, 2022 and the survey remained open for seven weeks. For 1,200 households, the first mailing was a postcard inviting the household to participate in the survey. The next mailing contained a cover letter with instructions, the survey questionnaire, and a postage-paid return envelope. The final mailing contained a reminder letter, another survey, and a postage-paid return envelope. For the remaining 1,500 households, the first mailing was a postcard inviting the household to participate, followed one week later by a reminder postcard. All mailings included a web link to give residents the opportunity to respond to the survey online. All follow-up mailings asked those who had not completed the survey to do so and those who had already done so to refrain from completing the survey again.

The survey was available in English, Spanish, and Tagalog. All mailings contained paragraphs in all languages instructing participants on how to complete the survey in their preferred language.

About 1% of the 2,700 mailed invitations or surveys were returned because the household address was vacant or the postal service was unable to deliver the survey as addressed. Of the remaining 2,668 households that received the invitations to participate, 335 completed the survey, providing an overall response rate of 13%. The response rate was calculated using AAPOR’s response rate #2\* for mailed surveys of unnamed persons.

It is customary to describe the precision of estimates made from surveys by a “level of confidence” and accompanying “confidence interval” (or margin of error). A traditional level of confidence, and the one used here, is 95%. The 95% confidence interval can be any size and quantifies the sampling error or imprecision of the survey results because some residents’ opinions are relied on to estimate all residents’ opinions. The margin of error for the City of American Canyon survey is no greater than plus or minus 5 percentage points around any given percent reported for all respondents (335 completed surveys).

In addition to the randomly selected “probability sample” of households, a link to an online open participation survey was publicized by the City of American Canyon. The open participation survey was identical to the probability sample survey with one small update; it included a question about where they heard about the survey. The open participation survey was open to all city residents and became available on March 7th, 2022. The survey remained open for three weeks. The data presented in the following tabs exclude the open participation survey data, but a tab at the end provides the complete frequency of responses to questions by the open participation respondents.

## Analyzing the data

Responses from mailed surveys were entered into an electronic dataset using a “key and verify” method, where all responses are entered twice and compared to each other. Any discrepancies were resolved in comparison to the original survey form. Range checks as well as other forms of quality control were also performed. Responses from surveys completed on Polco were downloaded and merged with the mailed survey responses.

The demographics of the survey respondents were compared to those found in the 2010 Census and 2019 American Community Survey estimates for adults in the City of American Canyon. The primary objective of weighting survey data is to make the survey respondents reflective of the larger population of the community. The characteristics used for weighting were age, sex, race, Hispanic origin, housing type, and housing tenure. No adjustments were made for design effects. Weights were calculated using an iterative, multiplicative raking model known as the ANES Weighting Algorithm.\* The results of the weighting scheme for the probability sample are presented in the following table.

NRC aligns demographic labels with those used by the U.S. Census for reporting purposes, when possible. Some categories (e.g., age, race/Hispanic origin, housing type, and length of residency) are combined into smaller subgroups.

		Unweighted	Weighted	Target*
Age	18-34	4%	21%	29%
	35-54	30%	42%	39%
	55+	65%	36%	33%
Hispanic origin	No, not Spanish, Hispanic, or Latino	83%	75%	75%
	Spanish, Hispanic, or Latino	17%	25%	25%
Housing tenure	Own	89%	77%	77%
	Rent	11%	23%	23%
Housing type	Attached	5%	22%	22%
	Detached	95%	78%	78%
Race & Hispanic origin	Not white alone	61%	74%	76%
	White alone, not Hispanic or Latino	39%	26%	24%
Sex	Female	62%	53%	51%
	Male	38%	47%	49%
Sex/age	Female 18-34	3%	13%	15%
	Female 35-54	19%	22%	20%
	Female 55+	40%	18%	16%
	Male 18-34	2%	8%	14%
	Male 35-54	12%	21%	19%
	Male 55+	25%	18%	17%

The survey datasets were analyzed using all or some of a combination of the Statistical Package for the Social Sciences (SPSS), R, Python, and Tableau. For the most part, the percentages presented in the reports represent the “percent positive.” The percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, essential/very important, etc.), or, in the case of resident behaviors/participation, the percent positive represents the proportion of respondents indicating “yes” or participating in an activity at least once a month.

On many of the questions in the survey respondents may answer “don’t know.” The proportion of respondents giving this reply is shown in the full set of responses included in the tab “Complete data”. However, these responses have been removed from the analyses presented in the reports. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

## Contact

The City of American Canyon funded this research. Please contact Jen Kansanback of the City of American Canyon at [jkansanback@cityofamericancanyon.org](mailto:jkansanback@cityofamericancanyon.org) if you have any questions about the survey.

## Survey Validity

See the Polco Knowledge Base article on survey validity at <https://info.polco.us/knowledge/statistical-vali>

\* See AAPOR’s Standard Definitions for more information at

<https://www.aapor.org/Publications-Media/AAPOR-Journals/Standard-Definitions.aspx>

\* Pasek, J. (2010). ANES Weighting Algorithm. Retrieved from

<https://web.stanford.edu/group/iriss/cgi-bin/anesrake/resources/RakingDescription.pdf>

\* Targets come from the 2010 Census and 2019 American Community Survey

## Highlights

### Residents appreciate American Canyon's governance and leadership.

All 2022 survey items pertaining to the City's governance received reviews on par with national benchmarks. Nearly 70% of residents gave positive evaluations to the overall quality of services provided by the City, similar to comparison communities across the nation. Three-quarters of respondents favorably rated the overall customer service by American Canyon employees, and American Canyon's public information services. Additionally, respondents gave high marks to City leadership, with about two-thirds of respondents feeling that residents were treated fairly and with respect. About 6 in 10 residents positively rated the job American Canyon government does at welcoming resident involvement. At least half of residents evaluated American Canyon officials as being honest and generally acting in the best interest of the community. In a set of questions unique to American Canyon, residents were asked to rate the City's response to COVID-19. Nearly 7 in 10 provided excellent or good ratings to the City for generally acting in the best interest of the community, being open and transparent to the public, informing residents about COVID-19 related issues facing the community, and resident's overall confidence in the government's COVID-19 response.

### Although some aspects of American Canyon's economy have seen small gains over time, this facet remains an area of opportunity for the community.

The economy is a concern for most residents within American Canyon, with 93% rating it an essential or very important focus area for the next few years. When asked what impact, if any, the economy would likely have on their family income in the next six months, only 19% of residents expected a positive impact, while 37% felt it would have a negative impact (a 17% decrease from American Canyon's 2015 survey results). About one-quarter of residents positively reviewed the City's vibrancy of downtown/commercial areas, which was a slight increase over the prior survey but scored much lower than in comparison communities across the country. A similar proportion of respondents were pleased with the City's shopping opportunities and employment opportunities, also lower than the national benchmarks. About 4 in 10 gave positive marks to American Canyon as a place to visit, as well as to the community's economic development. Roughly one-third gave favorable ratings to the variety of business and service establishments, but more than half indicated that the overall quality of business and service establishments was excellent or good (a 15% increase from the previous survey). In addition, the overall economic health of American Canyon improved slightly since 2015, with more than 6 in 10 respondents offering positive evaluations.

### Survey respondents indicate that crime may be a concern but value the City's safety services.

Nearly all residents (99%) rated safety as essential or very important for the City to focus on in the coming two years. About 8 in 10 residents scored the feeling of safety in their neighborhood during the day positively, which was on par with benchmark comparisons. Three-quarters reported feeling safe in American Canyon's downtown/commercial area during the day (lower than national benchmark comparisons). About 6 in 10 residents felt very or somewhat safe from violent crime and property crime, both of which were also lower than national benchmarks. The majority of residents gave favorable reviews of the City's fire services (91%) and ambulance or emergency medical services (83%). Three-quarters gave positive marks to police services and fire prevention and education, and a similar percentage reported feeling safe from fire, flood, or other natural disasters. About 6 in 10 residents reviewed crime prevention and emergency preparedness favorably. All of the safety services were on par with national averages.

### American Canyon residents see their community as welcoming and inclusive, contributing to a positive overall quality of life.

Most residents positively rated the City as a place to live (83% excellent or good) and the overall quality of life in American Canyon (77%). About 8 in 10 were also likely to recommend living in American Canyon and planned to remain in the City for the next few years. A similarly high proportion favorably reviewed American Canyon as a place to raise children (80%). Ratings for the City's inclusivity were also positive, likely contributing to the high quality of life experienced by residents. About 8 in 10 residents positively rated the community for valuing and respecting residents from diverse backgrounds and attracting people from diverse backgrounds, both of which scored higher than the national benchmark comparisons. Similarly, American Canyon received positive marks from three-quarters of residents for making all residents feel welcome. The majority of residents were pleased with the sense of community in American Canyon (68%) and the openness and acceptance of the community toward people of diverse backgrounds (69%). Additionally, at least half rated the neighborliness of residents and the civic/community pride as excellent or good.

## Facets of livability

Resident perceptions of quality and importance for each of the facets of community livability provide an overview of community strengths and challenges that are useful for planning, budgeting and performance evaluation. The charts below show the proportion of residents who rated the community facets positively for quality and the priority (importance) placed on each. Also displayed is whether local ratings were lower, similar, or higher than communities across the country (the national benchmark).

**Please rate each of the following characteristics as they relate to American Canyon as a whole.**  
(% excellent or good)

		vs. benchmark*
Overall economic health	65%	Similar
Overall quality of the transportation system	46%	Similar
Overall design or layout of residential and commercial areas	48%	Similar
Overall quality of the utility infrastructure	65%	Similar
Overall feeling of safety	67%	Similar
Overall quality of natural environment	79%	Similar
Overall quality of parks and recreation opportunities	74%	Similar
Overall health and wellness opportunities	62%	Similar
Overall opportunities for education, culture, and the arts	46%	Lower
Residents' connection and engagement with their community	56%	Similar

**Please rate how important, if at all, you think it is for the American Canyon community to focus on each of the following in the coming two years.**  
(% essential or very important)

Overall economic health	93%	Similar
Overall quality of the transportation system	85%	Similar
Overall design or layout of residential and commercial areas	87%	Similar
Overall quality of the utility infrastructure	89%	Similar
Overall feeling of safety	99%	Similar
Overall quality of natural environment	84%	Similar
Overall quality of parks and recreation opportunities	80%	Similar
Overall health and wellness opportunities	78%	Similar
Overall opportunities for education, culture, and the arts	74%	Similar
Residents' connection and engagement with their community	76%	Similar

\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

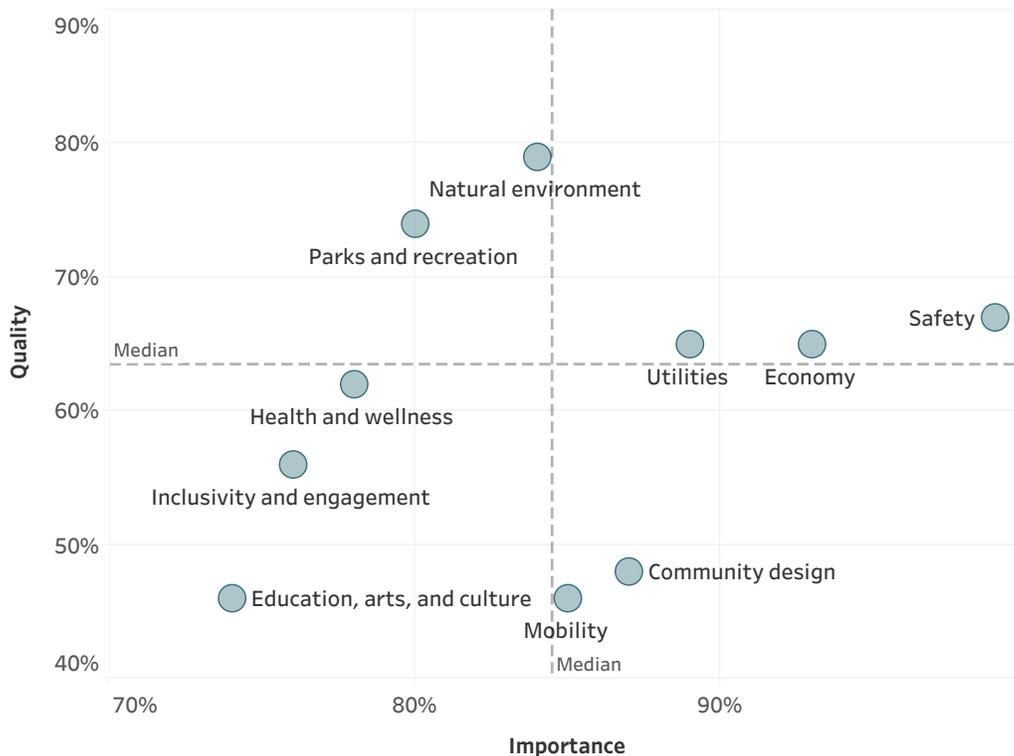
## Balancing performance and importance

Every jurisdiction must balance limited resources while meeting resident needs and striving to optimize community livability. To this end, it is helpful to know what aspects of the community are most important to residents and which they perceive as being of higher or lower quality. It is especially helpful to know when a facet of livability is considered of high importance but rated as lower quality, as this should be a top priority to address.

To help guide City staff and officials with decisions on future resource allocation, resident ratings of the importance of services were compared to their ratings of the quality of these services. To identify the services perceived by residents to have relatively lower quality at the same time as relatively higher importance, all services were ranked from highest perceived quality to lowest perceived quality and from highest perceived importance to lowest perceived importance. Some services were in the top half of both lists (higher quality and higher importance); some were in the top half of one list but the bottom half of the other (higher quality and lower importance or lower quality and higher importance); and some services were in the bottom half of both lists.

Services receiving quality ratings of excellent or good by 64% or more of respondents were considered of “higher quality” and those with ratings lower than 64% were considered to be of “lower quality.” Services were classified as “more important” if they were rated as essential or very important by 84% or more of respondents. Services were rated as “less important” if they received a rating of less than 84%. This classification uses the median ratings for quality and importance to divide the services in half.

The quadrants in the figure below show which community facets were given higher or lower importance ratings (right-left) and which had higher or lower quality ratings (up-down). Facets of livability falling closer to a diagonal line from the lower left to the upper right are those where performance ratings are more commensurate with resident priorities. Facets scoring closest to the lower right hand corner of the matrix ( higher in importance and lower in quality) are those that may warrant further investigation to see if changes to their delivery are necessary to improve their performance. This is the key part of this chart on which to focus. Facets falling in the top left hand corner of the chart (lower in importance but higher in quality) are areas where performance may outscore resident priorities, and may be a consideration for lower resource allocation.



## Quality of life

Measuring community livability starts with assessing the quality of life of those who live there, and ensuring that the community is attractive, accessible, and welcoming to all.

The overall quality of life in American Canyon



Please rate each of the following aspects of quality of life in American Canyon. (% excellent or good)

		vs. benchmark*
American Canyon as a place to live	83%	Similar
The overall quality of life	77%	Similar

Please indicate how likely or unlikely you are to do each of the following. (% very or somewhat likely)

Recommend living in American Canyon to someone who asks	82%	Similar
Remain in American Canyon for the next five years	80%	Similar

Please rate each of the following in the American Canyon community. (% excellent or good)

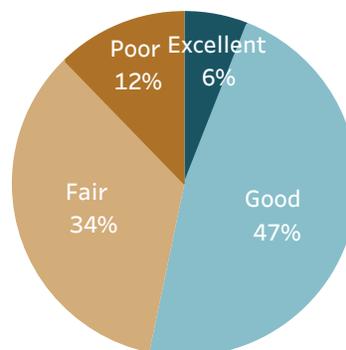
Overall image or reputation	61%	Similar
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\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

## Governance

Strong local governments produce results that meet the needs of residents while making the best use of available resources, and are responsive to the present and future needs of the community as a whole.

Overall confidence in American Canyon government



Please rate the quality of each of the following services in American Canyon. (% excellent or good)

		vs. benchmark*
Overall customer service by American Canyon employees	77%	Similar
Public information services	74%	Similar

Please rate the following categories of American Canyon government performance. (% excellent or good)

Treating residents with respect	67%	Similar
Treating all residents fairly	66%	Similar
The job American Canyon government does at welcoming resident involvement	60%	Similar
Generally acting in the best interest of the community	55%	Similar
Being honest	55%	Similar
Informing residents about issues facing the community	54%	Similar
Being open and transparent to the public	54%	Similar
Overall confidence in American Canyon government	53%	Similar
The value of services for the taxes paid to American Canyon	53%	Similar
The overall direction that American Canyon is taking	52%	Similar

**Overall, how would you rate the quality of the services provided by each of the following?**  
**(% excellent or good)**

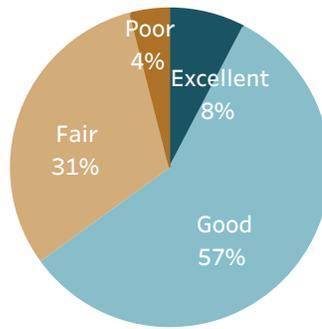
The City of American Canyon	68%	Similar
The Federal Government	40%	Similar

\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

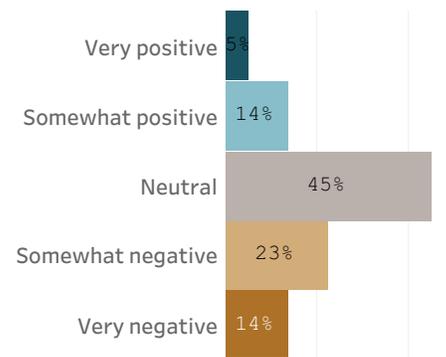
## Economy

Local governments work together with private and nonprofit businesses, and with the community at large, to foster sustainable growth, create jobs, and promote a thriving local economy.

Overall economic health of American Canyon



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



Please rate each of the following aspects of quality of life in American Canyon. (% excellent or good)

Aspect	Percentage	vs. benchmark*
American Canyon as a place to visit	43%	Lower
American Canyon as a place to work	35%	Lower

Please rate each of the following characteristics as they relate to American Canyon as a whole. (% excellent or good)

Characteristic	Percentage	vs. benchmark*
Overall economic health	65%	Similar

Please rate each of the following in the American Canyon community. (% excellent or good)

Characteristic	Percentage	vs. benchmark*
Overall quality of business and service establishments	55%	Lower
Variety of business and service establishments	37%	Lower
Cost of living	28%	Similar
Vibrancy of downtown/commercial area	26%	Much lower
Shopping opportunities	22%	Much lower
Employment opportunities	21%	Lower

Please rate the quality of each of the following services in American Canyon. (% excellent or good)

Service	Percentage	vs. benchmark*
Economic development	45%	Similar

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

**(% very or somewhat positive)**

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

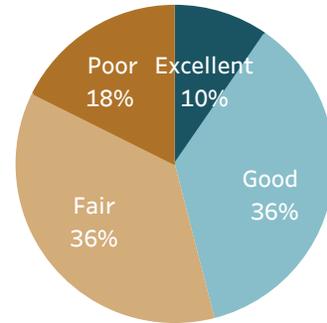
19%

Lower

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\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Overall quality of the transportation system in American Canyon



## Mobility

The ease with which residents can move about their communities, whether for commuting, leisure, or recreation, plays a major role in the quality of life for all who live, work, and play in the community.

Please rate each of the following characteristics as they relate to American Canyon as a whole.  
(% excellent or good)

		vs. benchmark*
Overall quality of the transportation system	46%	Similar

Please also rate each of the following in the American Canyon community.  
(% excellent or good)

Ease of public parking	63%	Similar
Ease of walking	54%	Similar
Ease of travel by bicycle	54%	Similar
Ease of travel by car	51%	Lower
Ease of travel by public transportation	44%	Similar
Traffic flow on major streets	20%	Much lower

Please indicate whether or not you have done each of the following in the last 12 months.  
(% yes)

Walked or biked instead of driving	66%	Similar
Carpooled with other adults or children instead of driving alone	41%	Similar
Used public transportation instead of driving	15%	Similar

Please rate the quality of each of the following services in American Canyon.  
(% excellent or good)

Street cleaning	65%	Similar
Street lighting	64%	Similar

Sidewalk maintenance	59%	Similar
Bus or transit services	55%	Similar
Traffic enforcement	47%	Similar
Street repair	35%	Similar
Traffic signal timing	34%	Lower

\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Overall design or layout of American Canyon's residential and commercial areas



## Community design

A well-designed community enhances the quality of life for its residents by encouraging smart land use and zoning, ensuring that affordable housing is accessible to all, and providing access to parks and other green spaces.

Please rate each of the following aspects of quality of life in American Canyon. (% excellent or good)

		vs. benchmark*
Your neighborhood as a place to live	79%	Similar

Please rate each of the following characteristics as they relate to American Canyon as a whole. (% excellent or good)

Overall design or layout of residential and commercial areas	48%	Similar
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Please also rate each of the following in the American Canyon community. (% excellent or good)

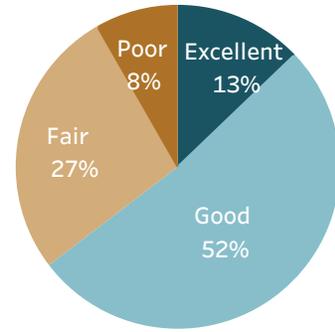
Well-designed neighborhoods	54%	Similar
Overall appearance	51%	Lower
Overall quality of new development	51%	Similar
Preservation of the historical or cultural character of the community	49%	Similar
Well-planned residential growth	42%	Similar
Public places where people want to spend time	40%	Lower
Variety of housing options	40%	Similar
Well-planned commercial growth	27%	Lower
Availability of affordable quality housing	26%	Similar

Please rate the quality of each of the following services in American Canyon. (% excellent or good)

Code enforcement	41%	Similar
Land use, planning and zoning	34%	Similar

\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Overall quality of the utility infrastructure in American Canyon



## Utilities

Services such as water, gas, electricity, and internet access play a vital role in ensuring the physical and economic health and well-being of the communities they serve.

Please rate the quality of each of the following services in American Canyon. (% excellent or good)

		vs. benchmark*
Garbage collection	82%	Similar
Sewer services	76%	Similar
Storm water management	73%	Similar
Drinking water	66%	Similar
Power (electric and/or gas) utility	63%	Lower
Utility billing	54%	Lower
Affordable high-speed internet access	52%	Similar

Please rate each of the following characteristics as they relate to American Canyon as a whole. (% excellent or good)

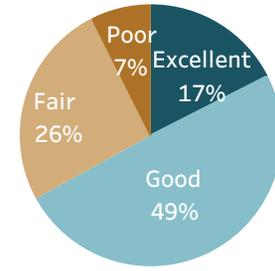
Overall quality of the utility infrastructure	65%	Similar
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\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

## Safety

Public safety is often the most important task facing local governments. All residents should feel safe and secure in their neighborhoods and in the greater community, and providing robust safety-related services is essential to residents' quality of life.

Overall feeling of safety in American Canyon



Please rate each of the following characteristics as they relate to American Canyon as a whole.  
(% excellent or good)

		vs. benchmark*
Overall feeling of safety	67%	Similar

Please rate how safe or unsafe you feel:  
(% very or somewhat safe)

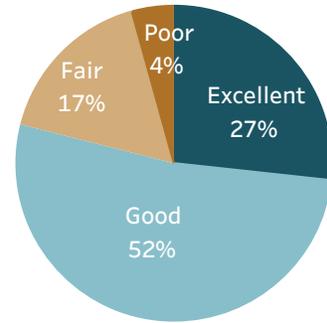
In your neighborhood during the day	86%	Similar
From fire, flood, or other natural disaster	76%	Similar
In American Canyon's downtown/commercial area during the day	75%	Lower
From violent crime	65%	Lower
From property crime	58%	Lower

Please rate the quality of each of the following services in American Canyon.  
(% excellent or good)

Fire services	91%	Similar
Ambulance or emergency medical services	83%	Similar
Fire prevention and education	78%	Similar
Police services	75%	Similar
Crime prevention	65%	Similar
Emergency preparedness	63%	Similar
Animal control	63%	Similar

\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Overall quality of natural environment in American Canyon



## Natural environment

The natural environment plays a vital role in the health and well-being of residents. The natural spaces in which residents live and experience their communities has a direct and profound effect on quality of life.

Please rate each of the following characteristics as they relate to American Canyon as a whole.  
(% excellent or good)

		vs. benchmark*
Overall quality of natural environment	79%	Similar

Please also rate each of the following in the American Canyon community.  
(% excellent or good)

Air quality	74%	Similar
Cleanliness	68%	Similar
Water resources	44%	Lower

Please rate the quality of each of the following services in American Canyon.  
(% excellent or good)

Yard waste pick-up	80%	Similar
Recycling	76%	Similar
American Canyon open space	74%	Similar
Preservation of natural areas	70%	Similar

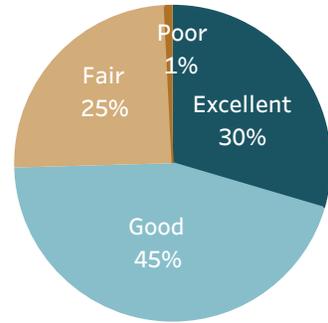
\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

## Parks and recreation

“There are no communities that pride themselves on their quality of life, promote themselves as a desirable location for businesses to relocate, or maintain that they are environmental stewards of their natural resources, without such communities having a robust, active system of parks and recreation programs for public use and enjoyment.”

- National Recreation and Park Association

Overall quality of the parks and recreation opportunities



Please rate each of the following characteristics as they relate to American Canyon as a whole.  
(% excellent or good)

		vs. benchmark*
Overall quality of parks and recreation opportunities	74%	Similar

Please also rate each of the following in the American Canyon community.  
(% excellent or good)

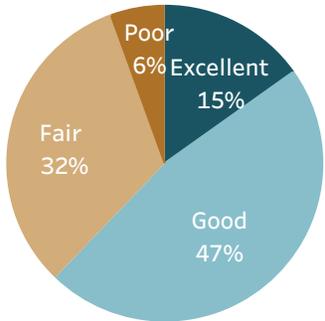
Availability of paths and walking trails	75%	Similar
Fitness opportunities	69%	Similar
Recreational opportunities	52%	Lower

Please rate the quality of each of the following services in American Canyon.  
(% excellent or good)

Recreation centers or facilities	70%	Similar
City parks	69%	Similar
Recreation programs or classes	65%	Similar

\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Overall health and wellness opportunities in American Canyon



## Health and wellness

The characteristics of and amenities available in the communities in which people live has a direct impact on the health and wellness of residents, and thus, on their quality of life overall.

Please rate each of the following characteristics as they relate to American Canyon as a whole.  
(% excellent or good)

		vs. benchmark*
Overall health and wellness opportunities	62%	Similar

Please also rate each of the following in the American Canyon community.  
(% excellent or good)

Availability of preventive health services	43%	Lower
Availability of affordable quality health care	42%	Lower
Availability of affordable quality food	42%	Lower
Availability of affordable quality mental health care	29%	Lower

Please rate the quality of each of the following services in American Canyon.  
(% excellent or good)

Health services	55%	Lower
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Please rate your overall health.  
(% excellent or very good)

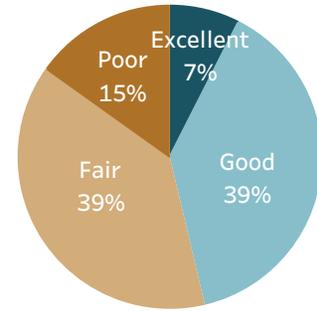
Please rate your overall health.	64%	Similar
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\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

## Education, arts, and culture

Participation in the arts, in educational opportunities, and in cultural activities is linked to increased civic engagement, greater social tolerance, and enhanced enjoyment of the local community.

Overall opportunities for education, culture and the arts



Please rate each of the following characteristics as they relate to American Canyon as a whole.  
(% excellent or good)

		vs. benchmark*
Overall opportunities for education, culture, and the arts	46%	Lower

Please also rate each of the following in the American Canyon community.  
(% excellent or good)

K-12 education	66%	Similar
Opportunities to attend special events and festivals	49%	Lower
Availability of affordable quality childcare/preschool	42%	Similar
Adult educational opportunities	37%	Lower
Community support for the arts	36%	Lower
Opportunities to attend cultural/arts/music activities	25%	Much lower

Please rate the quality of each of the following services in American Canyon.  
(% excellent or good)

Public library services	79%	Similar
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\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Residents' connection and engagement with their community



## Inclusivity and engagement

Inclusivity refers to a cultural and environmental feeling of belonging; residents who feel invited to participate within their communities feel more included, involved, and engaged than those who do not.

Please rate each of the following aspects of quality of life in American Canyon. (% excellent or good)

		vs. benchmark*
American Canyon as a place to raise children	80%	Similar
Sense of community	68%	Similar
American Canyon as a place to retire	60%	Similar

Please rate each of the following characteristics as they relate to American Canyon as a whole. (% excellent or good)

Residents' connection and engagement with their community	56%	Similar
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Please rate the job you feel the American Canyon community does at each of the following. (% excellent or good)

Valuing/respecting residents from diverse backgrounds	85%	Higher
Attracting people from diverse backgrounds	84%	Higher
Making all residents feel welcome	77%	Similar
Taking care of vulnerable residents	73%	Similar

Please also rate each of the following in the American Canyon community. (% excellent or good)

Openness and acceptance of the community toward people of diverse backgrounds	69%	Similar
Neighborliness of residents	61%	Similar
Opportunities to volunteer	60%	Similar

Sense of civic/community pride	54%	Similar
Opportunities to participate in community matters	53%	Similar
Opportunities to participate in social events and activities	43%	Lower

\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

## Residents' participation levels

Please indicate whether or not you have done each of the following in the last 12 months.  
(% yes)

		vs...
Voted in your most recent local election	79%	Similar
Contacted the City of American Canyon for help or information	40%	Similar
Watched a local public meeting	36%	Higher
Volunteered your time to some group/activity	27%	Similar
Campaigned or advocated for a local issue, cause, or candidate	20%	Similar
Contacted American Canyon elected officials to express your opinion	15%	Similar
Attended a local public meeting	11%	Similar

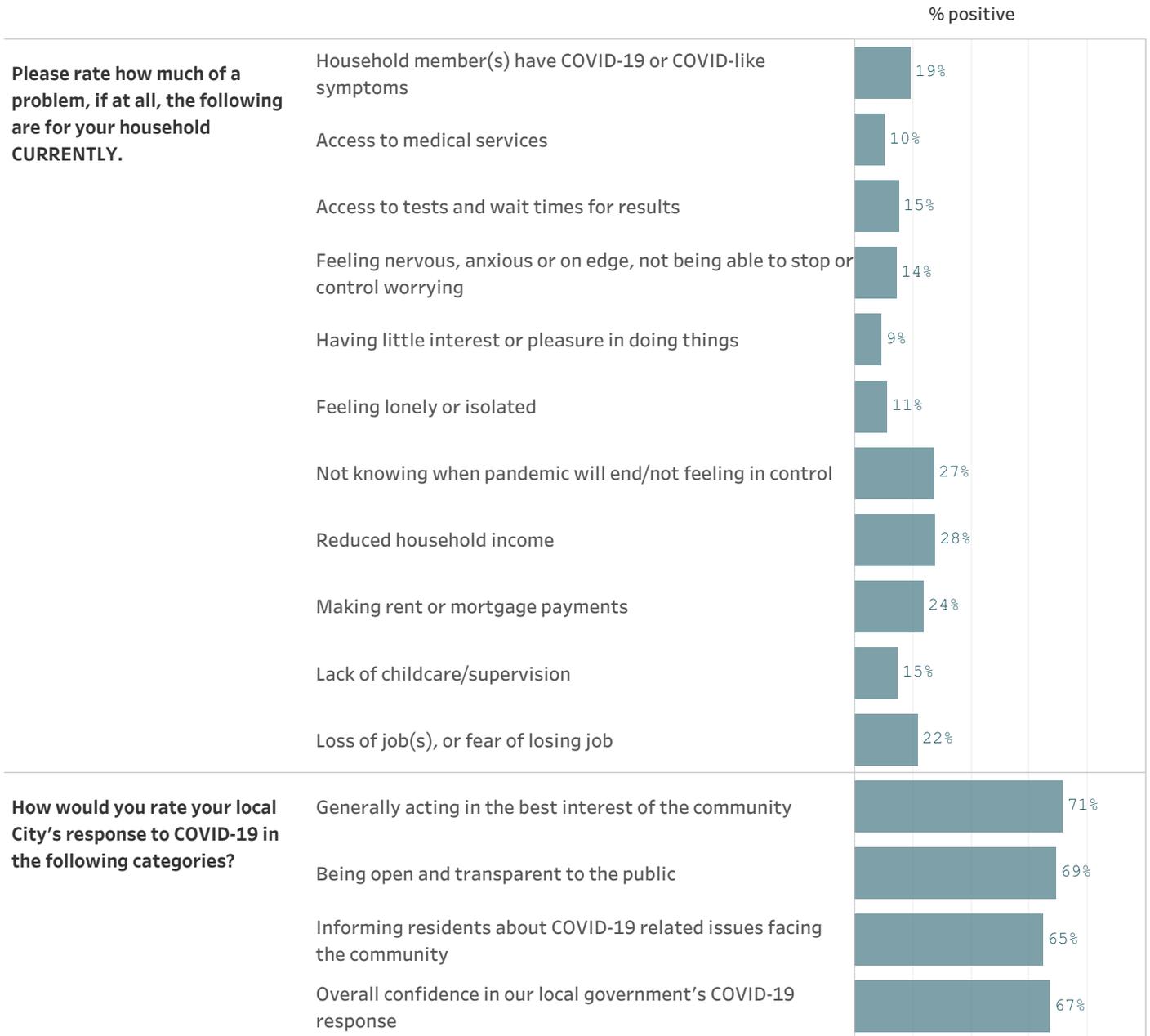
In general, how many times do you:  
(% a few times a week or more)

Access the internet from your home	94%	Similar
Access the internet from your cell phone	94%	Similar
Use or check email	93%	Similar
Visit social media sites	86%	Similar
Shop online	50%	Similar
Share your opinions online	31%	Similar

\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

## Custom questions

Below are the results of each custom question on the survey. The percentage of positive responses (Major/Moderate problem or Excellent/Good) is shown.



## National benchmark tables

This table contains the comparisons of American Canyon’s results to those from other communities. The first column shows the comparison of American Canyon’s rating to the benchmark. American Canyon’s results are noted as being “higher”, “lower” or “similar” to the benchmark, meaning that the average rating given by American Canyon residents is statistically similar to or different than the benchmark. The second column is American Canyon’s “percent positive.” Most commonly, the percent positive is the combination of the top two most positive response options (i.e., excellent/good). The third column is the rank assigned to American Canyon’s rating among communities where a similar question was asked. The fourth column is the number of communities that asked a similar question. The fifth column shows the percentile for American Canyon’s result -- that is what percent of surveyed communities had a lower rating than American Canyon.

			% positive	Rank	Number of communities	Percentile
<b>Please rate each of the following aspects of quality of life in American Canyon.</b>	American Canyon as a place to live	Similar	83%	249	399	37
	Your neighborhood as a place to live	Similar	79%	232	332	30
	American Canyon as a place to raise children	Similar	80%	206	401	48
	American Canyon as a place to work	Lower	35%	350	384	9
	American Canyon as a place to visit	Lower	43%	293	326	10
	American Canyon as a place to retire	Similar	60%	249	386	35
	The overall quality of life	Similar	77%	292	442	34
	Sense of community	Similar	68%	145	334	56
<b>Please rate each of the following characteristics as they relate to American Canyon as a whole.</b>	Overall economic health	Similar	65%	181	306	41
	Overall quality of the transportation system	Similar	46%	96	146	34
	Overall design or layout of residential and commercial areas	Similar	48%	243	300	19
	Overall quality of the utility infrastructure	Similar	65%	92	143	36
	Overall feeling of safety	Similar	67%	293	382	23
	Overall quality of natural environment	Similar	79%	176	311	43
	Overall quality of parks and recreation opportunities	Similar	74%	91	149	39
	Overall health and wellness opportunities	Similar	62%	214	301	29
	Overall opportunities for education, culture, and the arts	Lower	46%	263	304	13

	Residents' connection and engagement with their community	Similar	56%	84	144	42
<b>Please indicate how likely or unlikely you are to do each of the following.</b>	Recommend living in American Canyon to someone who asks	Similar	82%	221	317	30
	Remain in American Canyon for the next five years	Similar	80%	233	310	25
<b>Please rate how safe or unsafe you feel:</b>	In your neighborhood during the day	Similar	86%	301	366	17
	In American Canyon's downtown/commercial area during the day	Lower	75%	295	341	13
	From property crime	Lower	58%	133	154	14
	From violent crime	Lower	65%	135	154	11
	From fire, flood, or other natural disaster	Similar	76%	122	142	14
<b>Please rate the job you feel the American Canyon community does at each of the following.</b>	Making all residents feel welcome	Similar	77%	66	149	56
	Attracting people from diverse backgrounds	Higher	84%	9	147	94
	Valuing/respecting residents from diverse backgrounds	Higher	85%	17	147	89
	Taking care of vulnerable residents	Similar	73%	37	144	75
<b>Please rate each of the following in the American Canyon community.</b>	Overall quality of business and service establishments	Lower	55%	266	309	14
	Variety of business and service establishments	Lower	37%	134	144	7
	Vibrancy of downtown/commercial area	Much lower	26%	269	290	7
	Employment opportunities	Lower	21%	298	338	12
	Shopping opportunities	Much lower	22%	292	324	10
	Cost of living	Similar	28%	240	303	21
	Overall image or reputation	Similar	61%	276	379	27
<b>Please also rate each of the following in the American Canyon community.</b>	Traffic flow on major streets	Much lower	20%	342	355	3
	Ease of public parking	Similar	63%	120	280	57
	Ease of travel by car	Lower	51%	302	334	9
	Ease of travel by public transportation	Similar	44%	133	284	53
	Ease of travel by bicycle	Similar	54%	186	336	44
	Ease of walking	Similar	54%	251	336	25

Please also rate each of the following in the American Canyon community.

Well-planned residential growth	Similar	42%	106	146	28
Well-planned commercial growth	Lower	27%	127	146	13
Well-designed neighborhoods	Similar	54%	97	144	33
Preservation of the historical or cultural character of the community	Similar	49%	124	142	13
Public places where people want to spend time	Lower	40%	263	296	11
Variety of housing options	Similar	40%	240	312	23
Availability of affordable quality housing	Similar	26%	239	337	29
Overall quality of new development	Similar	51%	244	330	26
Overall appearance	Lower	51%	315	368	14
Cleanliness	Similar	68%	221	338	34
Water resources	Lower	44%	104	131	21
Air quality	Similar	74%	224	291	23
Availability of paths and walking trails	Similar	75%	139	340	59
Fitness opportunities	Similar	69%	190	292	35
Recreational opportunities	Lower	52%	269	323	17
Availability of affordable quality food	Lower	42%	274	287	4
Availability of affordable quality health care	Lower	42%	275	300	8
Availability of preventive health services	Lower	43%	262	283	7
Availability of affordable quality mental health care	Lower	29%	254	283	10
Opportunities to attend cultural/arts/music activities	Much lower	25%	304	320	5
Community support for the arts	Lower	36%	121	143	16
Availability of affordable quality childcare/preschool	Similar	42%	216	298	27
K-12 education	Similar	66%	182	303	40
Adult educational opportunities	Lower	37%	257	289	11
Sense of civic/community pride	Similar	54%	100	143	30

<b>Please also rate each of the following in the American Canyon community.</b>	Neighborliness of residents	Similar	61%	216	296	27
	Opportunities to participate in social events and activities	Lower	43%	272	303	10
	Opportunities to attend special events and festivals	Lower	49%	280	310	10
	Opportunities to volunteer	Similar	60%	275	300	8
	Opportunities to participate in community matters	Similar	53%	264	304	13
	Openness and acceptance of the community toward people of diverse backgrounds	Similar	69%	102	328	69
<b>Please indicate whether or not you have done each of the following in the last 12 months.</b>	Contacted the City of American Canyon for help or information	Similar	40%	274	357	23
	Contacted American Canyon elected officials to express your opinion	Similar	15%	192	298	35
	Attended a local public meeting	Similar	11%	276	297	7
	Watched a local public meeting	Higher	36%	36	276	87
	Volunteered your time to some group/activity	Similar	27%	216	302	28
	Campaigned or advocated for a local issue, cause, or candidate	Similar	20%	148	286	48
	Voted in your most recent local election	Similar	79%	66	145	55
	Used public transportation instead of driving	Similar	15%	128	266	52
	Carpooled with other adults or children instead of driving alone	Similar	41%	144	291	50
	Walked or biked instead of driving	Similar	66%	83	295	72
<b>Please rate the quality of each of the following services in American Canyon.</b>	Public information services	Similar	74%	154	322	52
	Economic development	Similar	45%	248	313	21
	Traffic enforcement	Similar	47%	324	382	15
	Traffic signal timing	Lower	34%	294	302	2
	Street repair	Similar	35%	285	382	25
	Street cleaning	Similar	65%	204	323	37
	Street lighting	Similar	64%	213	363	41
	Sidewalk maintenance	Similar	59%	191	328	42
	Bus or transit services	Similar	55%	136	278	51

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

Land use, planning and zoning	Similar	34%	274	326	16
Code enforcement	Similar	41%	274	382	28
Affordable high-speed internet access	Similar	52%	86	139	38
Garbage collection	Similar	82%	276	358	23
Drinking water	Similar	66%	242	325	25
Sewer services	Similar	76%	251	326	23
Storm water management	Similar	73%	182	350	48
Power (electric and/or gas) utility	Lower	63%	225	243	7
Utility billing	Lower	54%	257	278	7
Police services	Similar	75%	218	433	49
Crime prevention	Similar	65%	231	381	39
Animal control	Similar	63%	230	345	33
Ambulance or emergency medical services	Similar	83%	258	344	25
Fire services	Similar	91%	162	377	57
Fire prevention and education	Similar	78%	156	315	50
Emergency preparedness	Similar	63%	190	314	39
Preservation of natural areas	Similar	70%	93	295	68
American Canyon open space	Similar	74%	70	283	75
Recycling	Similar	76%	240	362	33
Yard waste pick-up	Similar	80%	146	304	52
City parks	Similar	69%	266	340	22
Recreation programs or classes	Similar	65%	247	334	26
Recreation centers or facilities	Similar	70%	200	307	35
Health services	Lower	55%	239	274	13
Public library services	Similar	79%	308	350	12

	Overall customer service by American Canyon employees	Similar	77%	262	397	34
<b>Please rate the following categories of American Canyon government performance.</b>	The value of services for the taxes paid to American Canyon	Similar	53%	240	405	40
	The overall direction that American Canyon is taking	Similar	52%	279	353	21
	The job American Canyon government does at welcoming resident involvement	Similar	60%	113	347	67
	Overall confidence in American Canyon government	Similar	53%	164	308	47
	Generally acting in the best interest of the community	Similar	55%	184	311	41
	Being honest	Similar	55%	191	301	36
	Being open and transparent to the public	Similar	54%	80	149	46
	Informing residents about issues facing the community	Similar	54%	85	155	45
	Treating all residents fairly	Similar	66%	138	308	55
	Treating residents with respect	Similar	67%	90	146	39
<b>Overall, how would you rate the quality of the services provided by each of the following?</b>	The City of American Canyon	Similar	68%	277	402	31
	The Federal Government	Similar	40%	170	288	41
<b>Please rate how important, if at all, you think it is for the American Canyon community to focus on each of the following in the coming two years.</b>	Overall economic health	Similar	93%	99	283	65
	Overall quality of the transportation system	Similar	85%	19	142	87
	Overall design or layout of residential and commercial areas	Similar	87%	12	283	96
	Overall quality of the utility infrastructure	Similar	89%	78	141	45
	Overall feeling of safety	Similar	99%	3	283	99
	Overall quality of natural environment	Similar	84%	104	283	63
	Overall quality of parks and recreation opportunities	Similar	80%	44	142	69
	Overall health and wellness opportunities	Similar	78%	106	283	62
	Overall opportunities for education, culture, and the arts	Similar	74%	153	283	46
	Residents' connection and engagement with their community	Similar	76%	140	283	50
<b>In general, how many times do you:</b>	Access the internet from your home	Similar	94%	77	142	46
	Access the internet from your cell phone	Similar	94%	64	142	55

<b>In general, how many times do you:</b>						
Visit social media sites	Similar	86%	9	141	94	
Use or check email	Similar	93%	132	142	7	
Share your opinions online	Similar	31%	65	142	54	
Shop online	Similar	50%	103	142	28	
Please rate your overall health.	Similar	64%	105	289	64	
What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	Lower	19%	258	292	11	

## Custom benchmark tables

This table contains the comparisons of American Canyon’s results to those from other communities with population 15,000 to 35,000. The first column shows the comparison of American Canyon’s rating to the benchmark. American Canyon’s results are noted as being “higher”, “lower” or “similar” to the benchmark, meaning that the average rating given by American Canyon residents is statistically similar to or different than the benchmark. The second column is American Canyon’s “percent positive.” Most commonly, the percent positive is the combination of the top two most positive response options (i.e., excellent/good). The third column is the rank assigned to American Canyon’s rating among communities where a similar question was asked. The fourth column is the number of communities that asked a similar question. The fifth column shows the percentile for American Canyon’s result -- that is what percent of surveyed communities had a lower rating than American Canyon.

			% positive	Rank	Number of communities	Percentile
<b>Please rate each of the following aspects of quality of life in American Canyon.</b>	American Canyon as a place to live	Similar	83%	69	99	31
	Your neighborhood as a place to live	Similar	79%	60	84	29
	American Canyon as a place to raise children	Similar	80%	61	97	38
	American Canyon as a place to work	Lower	35%	84	91	8
	American Canyon as a place to visit	Lower	43%	76	84	10
	American Canyon as a place to retire	Similar	60%	66	96	32
	The overall quality of life	Similar	77%	81	110	26
	Sense of community	Similar	68%	45	87	49
<b>Please rate each of the following characteristics as they relate to American Canyon as a whole.</b>	Overall economic health	Similar	65%	49	81	40
	Overall quality of the transportation system	Similar	46%	26	35	28
	Overall design or layout of residential and commercial areas	Similar	48%	71	80	12
	Overall quality of the utility infrastructure	Similar	65%	26	35	28
	Overall feeling of safety	Lower	67%	85	99	15
	Overall quality of natural environment	Similar	79%	50	84	41
	Overall quality of parks and recreation opportunities	Similar	74%	23	35	37
	Overall health and wellness opportunities	Similar	62%	54	79	32
	Overall opportunities for education, culture, and the arts	Lower	46%	71	81	13
	Residents’ connection and engagement with their community	Similar	56%	24	35	34
<b>Please indicate how likely or unlikely you are to do each of the following.</b>	Recommend living in American Canyon to someone who asks	Similar	82%	63	84	26
	Remain in American Canyon for the next five years	Similar	80%	69	82	17

<b>Please rate how safe or unsafe you feel:</b>	In your neighborhood during the day	Similar	86%	84	92	9
	In American Canyon's downtown/commercial area during the day	Lower	75%	89	92	4
	From property crime	Lower	58%	34	37	10
	From violent crime	Lower	65%	36	37	5
	From fire, flood, or other natural disaster	Lower	76%	32	35	11
<b>Please rate the job you feel the American Canyon community does at each of the following.</b>	Making all residents feel welcome	Similar	77%	20	36	47
	Attracting people from diverse backgrounds	Higher	84%	1	36	100
	Valuing/respecting residents from diverse backgrounds	Higher	85%	3	35	94
	Taking care of vulnerable residents	Similar	73%	13	35	65
<b>Please rate each of the following in the American Canyon community.</b>	Overall quality of business and service establishments	Similar	55%	67	82	19
	Variety of business and service establishments	Lower	37%	29	35	20
	Vibrancy of downtown/commercial area	Lower	26%	72	78	8
	Employment opportunities	Lower	21%	76	89	15
	Shopping opportunities	Lower	22%	74	88	17
	Cost of living	Similar	28%	66	81	19
	Overall image or reputation	Similar	61%	75	95	22
<b>Please also rate each of the following in the American Canyon community.</b>	Traffic flow on major streets	Much lower	20%	91	93	3
	Ease of public parking	Similar	63%	37	74	51
	Ease of travel by car	Lower	51%	80	86	8
	Ease of travel by public transportation	Similar	44%	36	68	48
	Ease of travel by bicycle	Similar	54%	55	87	37
	Ease of walking	Lower	54%	71	86	18
	Well-planned residential growth	Similar	42%	28	36	25
	Well-planned commercial growth	Similar	27%	29	36	22
	Well-designed neighborhoods	Similar	54%	24	36	36
	Preservation of the historical or cultural character of the community	Lower	49%	30	35	17
	Public places where people want to spend time	Lower	40%	71	80	12
	Variety of housing options	Similar	40%	62	84	27

<b>Please also rate each of the following in the American Canyon community.</b>	Availability of affordable quality housing	Similar	26%	66	88	26
	Overall quality of new development	Similar	51%	67	90	26
	Overall appearance	Lower	51%	88	98	11
	Cleanliness	Similar	68%	67	90	26
	Water resources	Lower	44%	24	30	23
	Air quality	Similar	74%	62	75	18
	Availability of paths and walking trails	Similar	75%	39	88	56
	Fitness opportunities	Similar	69%	50	78	37
	Recreational opportunities	Similar	52%	74	88	17
	Availability of affordable quality food	Lower	42%	78	79	2
	Availability of affordable quality health care	Lower	42%	72	80	11
	Availability of preventive health services	Lower	43%	72	78	8
	Availability of affordable quality mental health care	Lower	29%	69	77	11
	Opportunities to attend cultural/arts/music activities	Lower	25%	83	89	7
	Community support for the arts	Lower	36%	28	35	22
	Availability of affordable quality childcare/preschool	Similar	42%	63	81	23
	K-12 education	Similar	66%	54	83	36
	Adult educational opportunities	Lower	37%	69	78	12
	Sense of civic/community pride	Similar	54%	26	35	28
	Neighborliness of residents	Similar	61%	67	81	17
	Opportunities to participate in social events and activities	Lower	43%	72	82	13
	Opportunities to attend special events and festivals	Lower	49%	76	83	9
	Opportunities to volunteer	Similar	60%	75	81	8
	Opportunities to participate in community matters	Similar	53%	73	82	12
	Openness and acceptance of the community toward people of diverse backgrounds	Similar	69%	25	85	71
<b>Please indicate whether or not you have done each of the following in the last 12 months.</b>	Contacted the City of American Canyon for help or information	Similar	40%	74	90	18
	Contacted American Canyon elected officials to express your opinion	Similar	15%	51	79	36
	Attended a local public meeting	Similar	11%	75	80	7

<b>Please indicate whether or not you have done each of the following in the last 12 months.</b>	Watched a local public meeting	Higher	36%	5	72	94
	Volunteered your time to some group/activity	Similar	27%	61	81	25
	Campaigned or advocated for a local issue, cause, or candidate	Similar	20%	36	77	54
	Voted in your most recent local election	Similar	79%	18	37	54
	Used public transportation instead of driving	Similar	15%	30	64	54
	Carpooled with other adults or children instead of driving alone	Similar	41%	30	79	63
	Walked or biked instead of driving	Similar	66%	25	79	69
<b>Please rate the quality of each of the following services in American Canyon.</b>	Public information services	Similar	74%	45	85	47
	Economic development	Similar	45%	64	85	25
	Traffic enforcement	Lower	47%	92	97	6
	Traffic signal timing	Lower	34%	79	80	2
	Street repair	Similar	35%	80	100	21
	Street cleaning	Similar	65%	63	89	30
	Street lighting	Similar	64%	64	98	35
	Sidewalk maintenance	Similar	59%	58	93	38
	Bus or transit services	Similar	55%	40	71	45
	Land use, planning and zoning	Similar	34%	74	85	14
	Code enforcement	Similar	41%	76	98	23
	Affordable high-speed internet access	Similar	52%	20	34	44
	Garbage collection	Similar	82%	78	93	17
	Drinking water	Similar	66%	62	88	30
	Sewer services	Similar	76%	70	87	20
	Storm water management	Similar	73%	59	97	40
	Power (electric and/or gas) utility	Lower	63%	66	71	8
	Utility billing	Lower	54%	70	73	5
	Police services	Similar	75%	66	105	38
	Crime prevention	Similar	65%	69	97	29
Animal control	Similar	63%	56	89	38	

<b>Please rate the quality of each of the following services in American Canyon.</b>	Ambulance or emergency medical services	Similar	83%	74	89	17
	Fire services	Similar	91%	45	91	51
	Fire prevention and education	Similar	78%	51	83	39
	Emergency preparedness	Similar	63%	53	85	38
	Preservation of natural areas	Similar	70%	29	80	65
	American Canyon open space	Similar	74%	18	75	77
	Recycling	Similar	76%	67	93	29
	Yard waste pick-up	Similar	80%	43	82	48
	City parks	Similar	69%	73	89	19
	Recreation programs or classes	Similar	65%	69	89	23
	Recreation centers or facilities	Similar	70%	58	82	30
	Health services	Lower	55%	65	75	14
	Public library services	Lower	79%	82	88	7
	Overall customer service by American Canyon employees	Similar	77%	73	98	26
<b>Please rate the following categories of American Canyon government performance.</b>	The value of services for the taxes paid to American Canyon	Similar	53%	62	96	35
	The overall direction that American Canyon is taking	Similar	52%	73	89	19
	The job American Canyon government does at welcoming resident involvement	Similar	60%	34	90	62
	Overall confidence in American Canyon government	Similar	53%	48	82	42
	Generally acting in the best interest of the community	Similar	55%	51	83	39
	Being honest	Similar	55%	55	81	33
	Being open and transparent to the public	Similar	54%	23	35	37
	Informing residents about issues facing the community	Similar	54%	25	37	35
	Treating all residents fairly	Similar	66%	45	82	46
	Treating residents with respect	Similar	67%	24	35	34
<b>Overall, how would you rate the quality of the services provided by each ..</b>	The City of American Canyon	Similar	68%	80	99	20
	The Federal Government	Similar	40%	49	76	36
<b>Please rate how important, if at all, you think it is for the American Canyon community to focus on each of the following in the coming two years.</b>	Overall economic health	Similar	93%	29	78	64
	Overall quality of the transportation system	Similar	85%	6	35	85

<b>Please rate how important, if at all, you think it is for the American Canyon community to focus on each of the following in the coming two years.</b>	Overall design or layout of residential and commercial areas	Similar	87%	3	78	97
	Overall quality of the utility infrastructure	Similar	89%	17	35	54
	Overall feeling of safety	Similar	99%	2	78	98
	Overall quality of natural environment	Similar	84%	24	78	70
	Overall quality of parks and recreation opportunities	Similar	80%	11	35	71
	Overall health and wellness opportunities	Similar	78%	26	78	67
	Overall opportunities for education, culture, and the arts	Similar	74%	48	78	39
	Residents' connection and engagement with their community	Similar	76%	47	78	41
<b>In general, how many times do you:</b>	Access the internet from your home	Similar	94%	17	35	54
	Access the internet from your cell phone	Similar	94%	9	35	77
	Visit social media sites	Similar	86%	3	35	94
	Use or check email	Similar	93%	31	35	14
	Share your opinions online	Similar	31%	12	35	68
	Shop online	Similar	50%	26	35	28
	Please rate your overall health.	Similar	64%	28	79	65
	What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	Lower	19%	62	79	22

## Complete set of frequencies

This dashboard contains a complete set of responses to each question on the survey. By default, "Don't know" responses are excluded, but may be added to the table using the response filter to the right. When a table for a question that only permitted a single response does not total to exactly 100%, it is due to the common practice of percentages being rounded to the nearest whole number.

Please rate each of the following aspects of quality of life in American Canyon.	Question	Rating	Frequency	
			Percentage	Count
American Canyon as a place to live	American Canyon as a place to live	Excellent	33%	10
		Good	50%	15
		Fair	14%	4
		Poor	2%	1
Your neighborhood as a place to live	Your neighborhood as a place to live	Excellent	31%	9
		Good	48%	14
		Fair	19%	6
		Poor	2%	1
American Canyon as a place to raise children	American Canyon as a place to raise children	Excellent	39%	11
		Good	40%	11
		Fair	17%	5
		Poor	4%	1
American Canyon as a place to work	American Canyon as a place to work	Excellent	12%	3
		Good	24%	7
		Fair	40%	11
		Poor	24%	7
American Canyon as a place to visit	American Canyon as a place to visit	Excellent	11%	3
		Good	31%	9
		Fair	32%	9
		Poor	25%	7
American Canyon as a place to retire	American Canyon as a place to retire	Excellent	26%	7
		Good	34%	9
		Fair	24%	6
		Poor	16%	4
The overall quality of life	The overall quality of life	Excellent	21%	6
		Good	55%	15
		Fair	21%	6
		Poor	2%	1
Sense of community	Sense of community	Excellent	19%	5

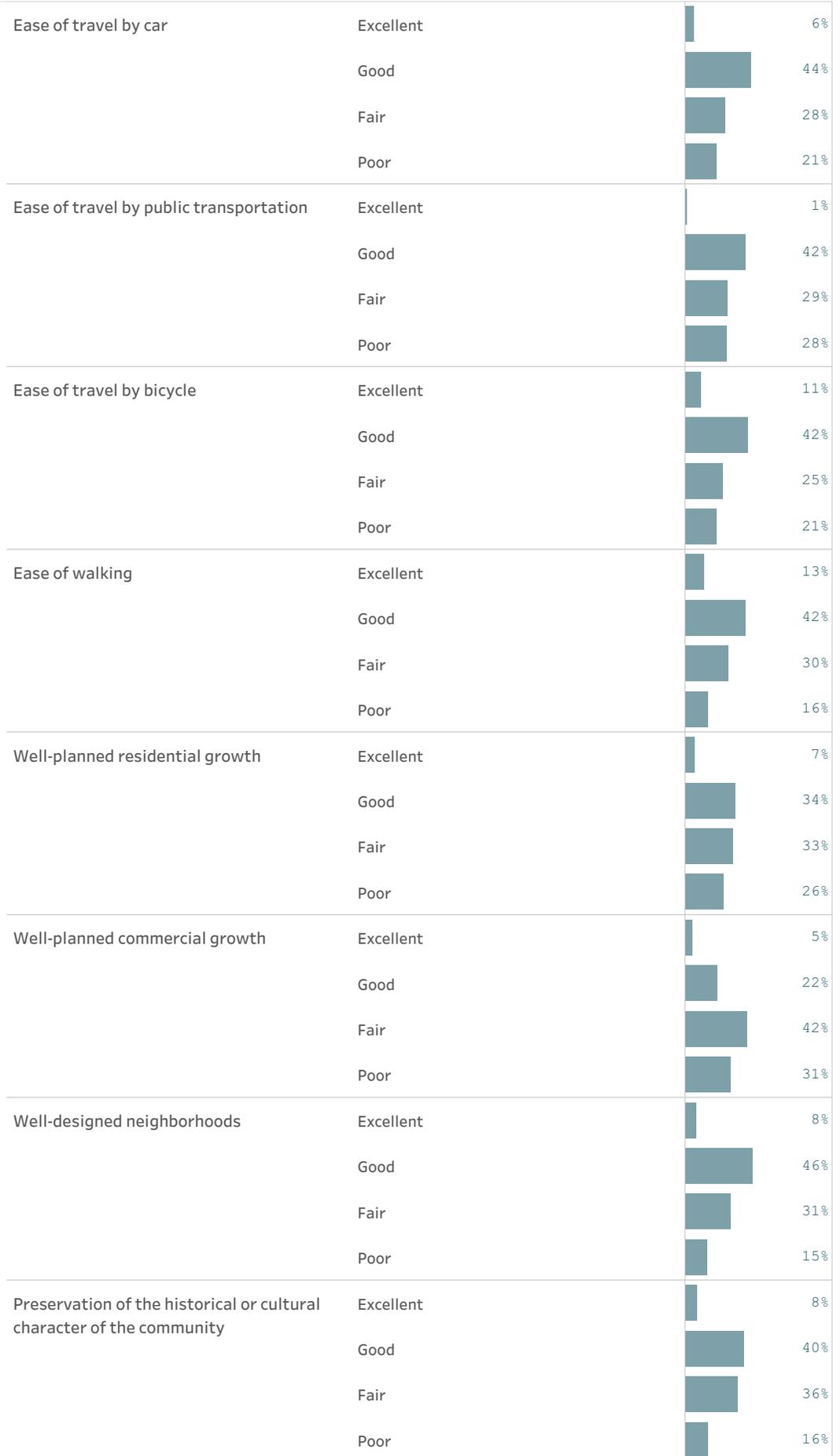
<b>Please rate each of the following aspects of quality of life in American Canyon.</b>	Sense of community	Good		49%
		Fair		24%
		Poor		7%
<b>Please rate each of the following characteristics as they relate to American Canyon as a whole.</b>	Overall economic health	Excellent		8%
		Good		57%
		Fair		31%
		Poor		4%
Overall quality of the transportation system	Excellent		10%	
	Good		36%	
	Fair		36%	
	Poor		18%	
Overall design or layout of residential and commercial areas	Excellent		10%	
	Good		38%	
	Fair		37%	
	Poor		15%	
Overall quality of the utility infrastructure	Excellent		13%	
	Good		52%	
	Fair		27%	
	Poor		8%	
Overall feeling of safety	Excellent		17%	
	Good		49%	
	Fair		26%	
	Poor		7%	
Overall quality of natural environment	Excellent		27%	
	Good		52%	
	Fair		17%	
	Poor		4%	
Overall quality of parks and recreation opportunities	Excellent		30%	
	Good		45%	
	Fair		25%	
	Poor		1%	
Overall health and wellness opportunities	Excellent		15%	

<b>Please rate each of the following characteristics as they relate to American Canyon as a whole.</b>	Overall health and wellness opportunities	Good		47%
		Fair		32%
		Poor		6%
	Overall opportunities for education, culture, and the arts	Excellent		7%
		Good		39%
		Fair		39%
		Poor		15%
	Residents' connection and engagement with their community	Excellent		10%
		Good		45%
Fair			35%	
Poor			10%	
<b>Please indicate how likely or unlikely you are to do each of the following.</b>	Recommend living in American Canyon to someone who asks	Very likely		43%
		Somewhat likely		40%
		Somewhat unlikely		8%
		Very unlikely		9%
	Remain in American Canyon for the next five years	Very likely		61%
		Somewhat likely		19%
		Somewhat unlikely		7%
		Very unlikely		13%
<b>Please rate how safe or unsafe you feel:</b>	In your neighborhood during the day	Very safe		57%
		Somewhat safe		29%
		Neither safe nor unsafe		10%
		Somewhat unsafe		3%
		Very unsafe		0%
	In American Canyon's downtown/commercial area during the day	Very safe		36%
		Somewhat safe		39%
		Neither safe nor unsafe		16%
		Somewhat unsafe		8%
		Very unsafe		2%
	From property crime	Very safe		22%
		Somewhat safe		36%
Neither safe nor unsafe			17%	

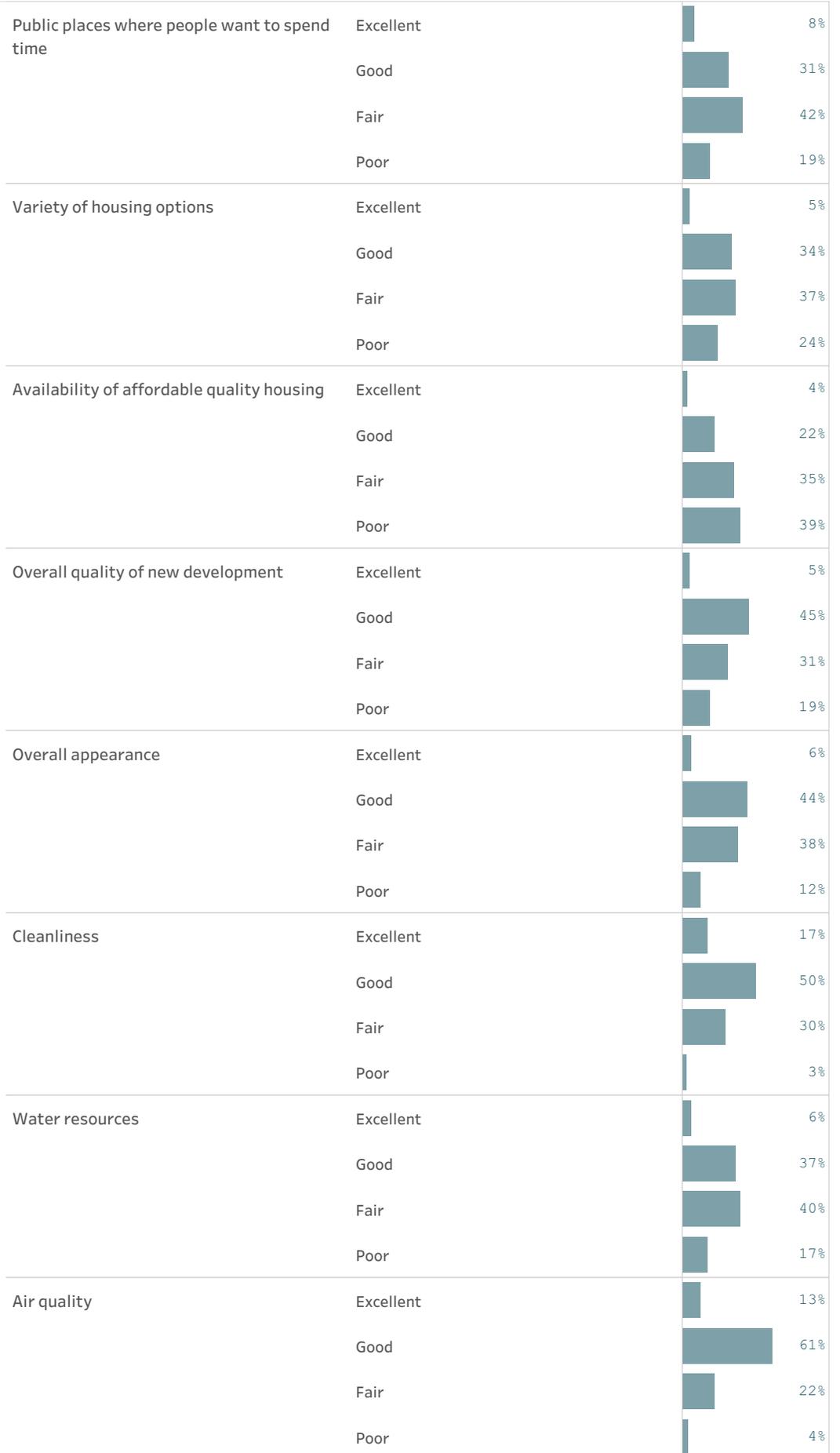
<b>Please rate how safe or unsafe you feel:</b>	From property crime	Somewhat unsafe		18%
		Very unsafe		8%
	From violent crime	Very safe		35%
		Somewhat safe		30%
		Neither safe nor unsafe		16%
		Somewhat unsafe		13%
		Very unsafe		7%
	From fire, flood, or other natural disaster	Very safe		25%
		Somewhat safe		51%
		Neither safe nor unsafe		11%
Somewhat unsafe			8%	
Very unsafe			5%	
<b>Please rate the job you feel the American Canyon community does at each of the following.</b>	Making all residents feel welcome	Excellent		18%
		Good		59%
		Fair		18%
		Poor		5%
	Attracting people from diverse backgrounds	Excellent		27%
		Good		57%
		Fair		10%
		Poor		6%
	Valuing/respecting residents from diverse backgrounds	Excellent		24%
		Good		61%
		Fair		11%
		Poor		4%
	Taking care of vulnerable residents	Excellent		16%
		Good		56%
		Fair		21%
		Poor		7%
<b>Please rate each of the following in the American Canyon community.</b>	Overall quality of business and service establishments	Excellent		5%
		Good		49%
		Fair		33%
		Poor		13%

<b>Please rate each of the following in the American Canyon community.</b>	Variety of business and service establishments	Excellent		3%
		Good		34%
		Fair		36%
		Poor		26%
	Vibrancy of downtown/commercial area	Excellent		3%
		Good		22%
		Fair		34%
		Poor		41%
	Employment opportunities	Excellent		3%
		Good		18%
		Fair		45%
		Poor		34%
	Shopping opportunities	Excellent		4%
		Good		18%
		Fair		40%
		Poor		38%
	Cost of living	Excellent		2%
		Good		26%
		Fair		45%
		Poor		27%
	Overall image or reputation	Excellent		10%
		Good		51%
		Fair		30%
		Poor		10%
<b>Please also rate each of the following in the American Canyon community.</b>	Traffic flow on major streets	Excellent		2%
		Good		17%
		Fair		30%
		Poor		50%
	Ease of public parking	Excellent		14%
		Good		48%
		Fair		30%
		Poor		8%

Please also rate each of the following in the American Canyon community.



**Please also rate each of the following in the American Canyon community.**



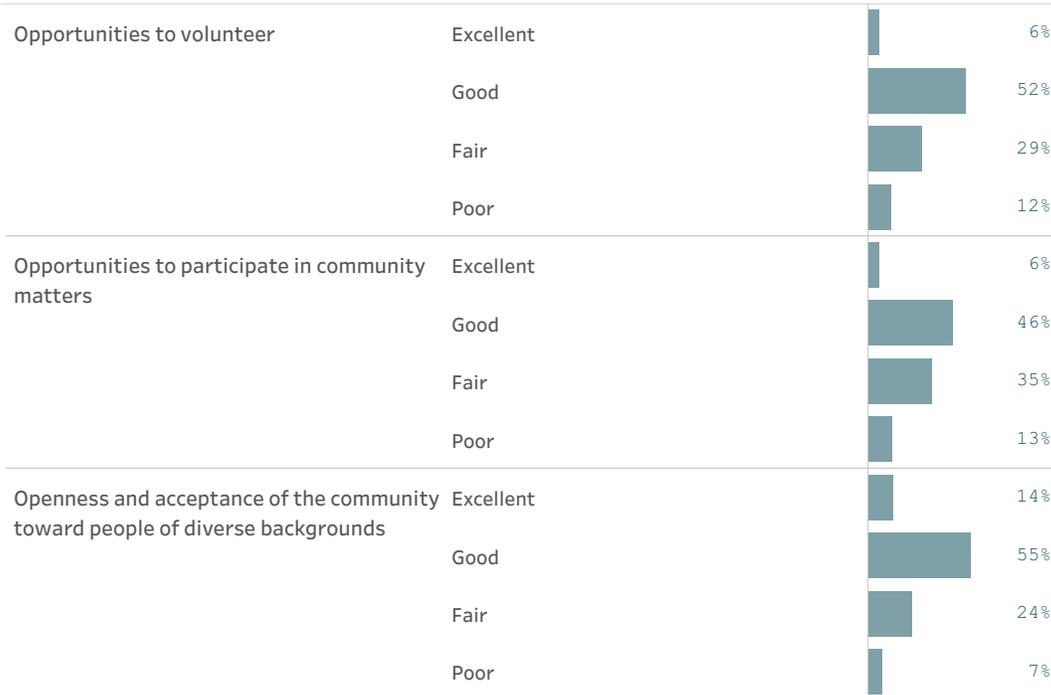
Please also rate each of the following in the American Canyon community.



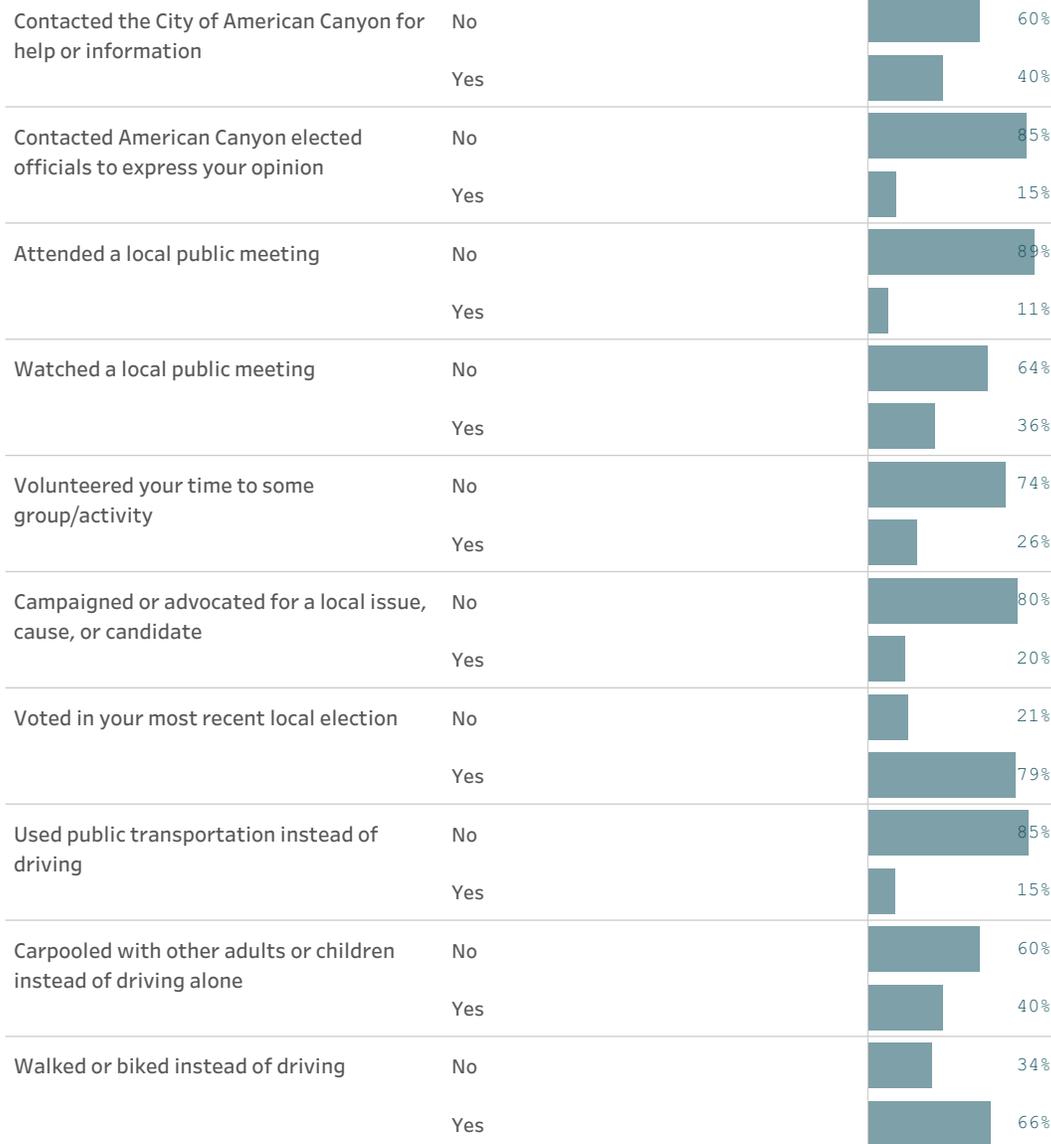
Please also rate each of the following in the American Canyon community.



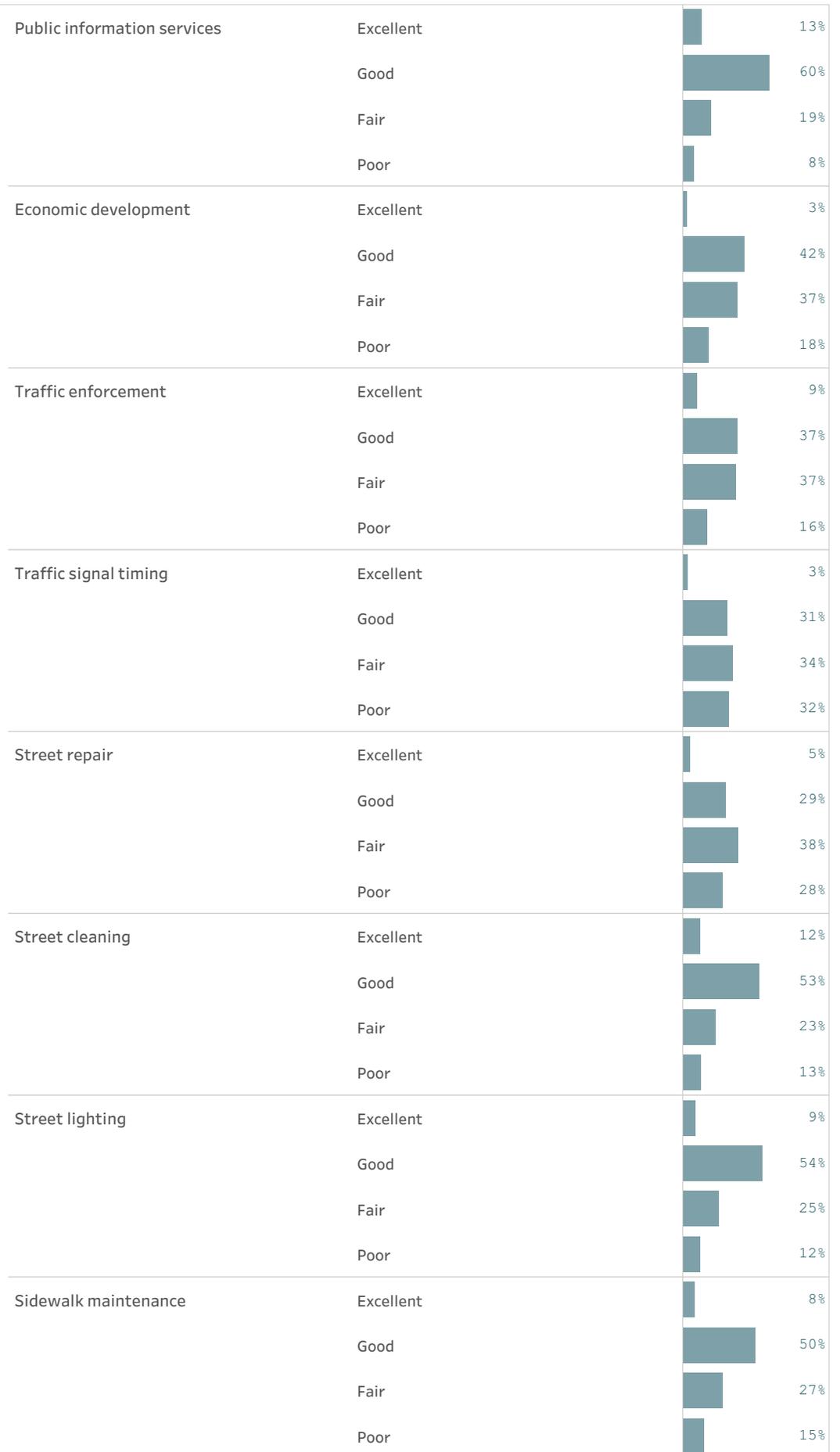
**Please also rate each of the following in the American Canyon community.**



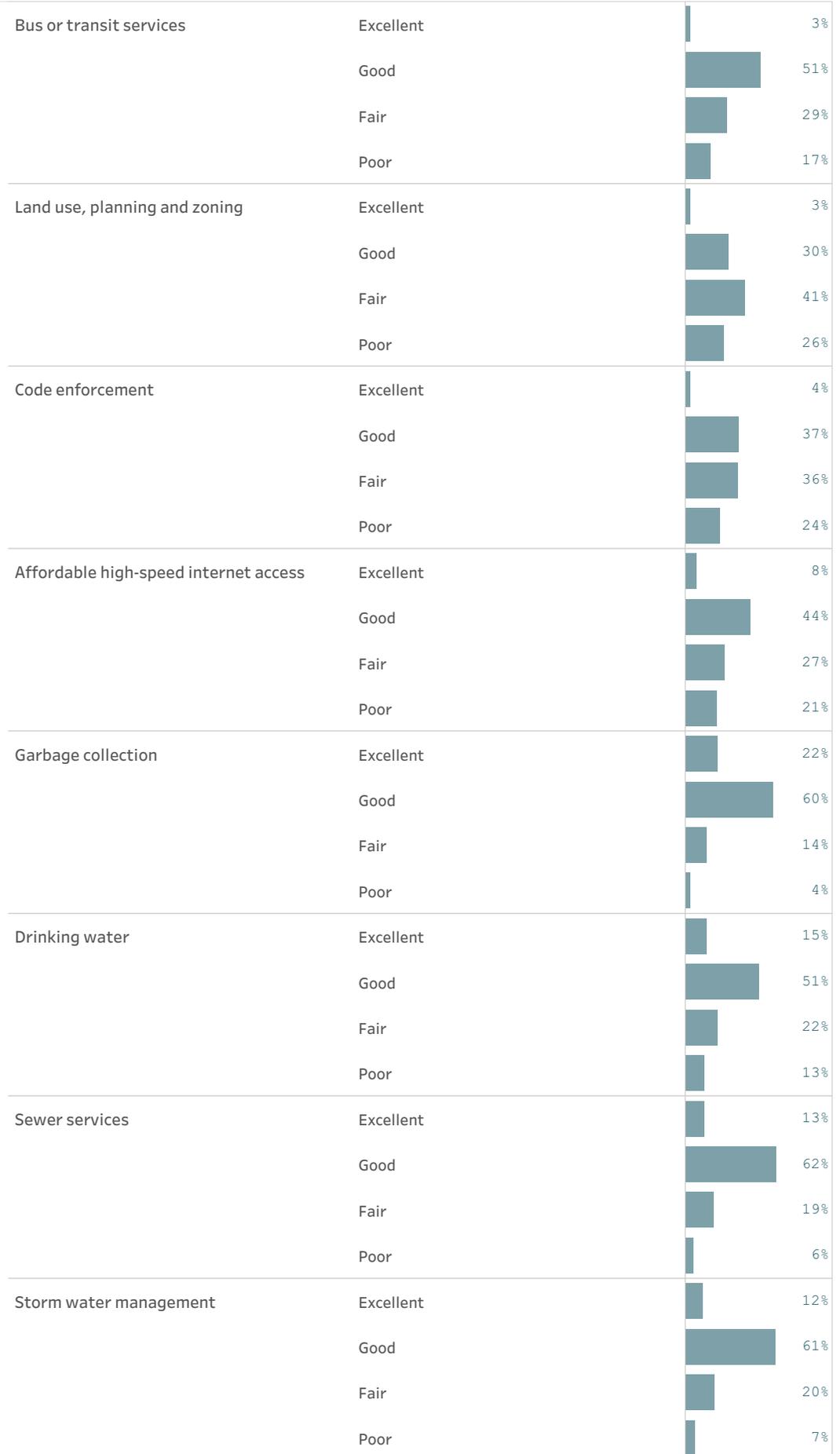
**Please indicate whether or not you have done each of the following in the last 12 months.**



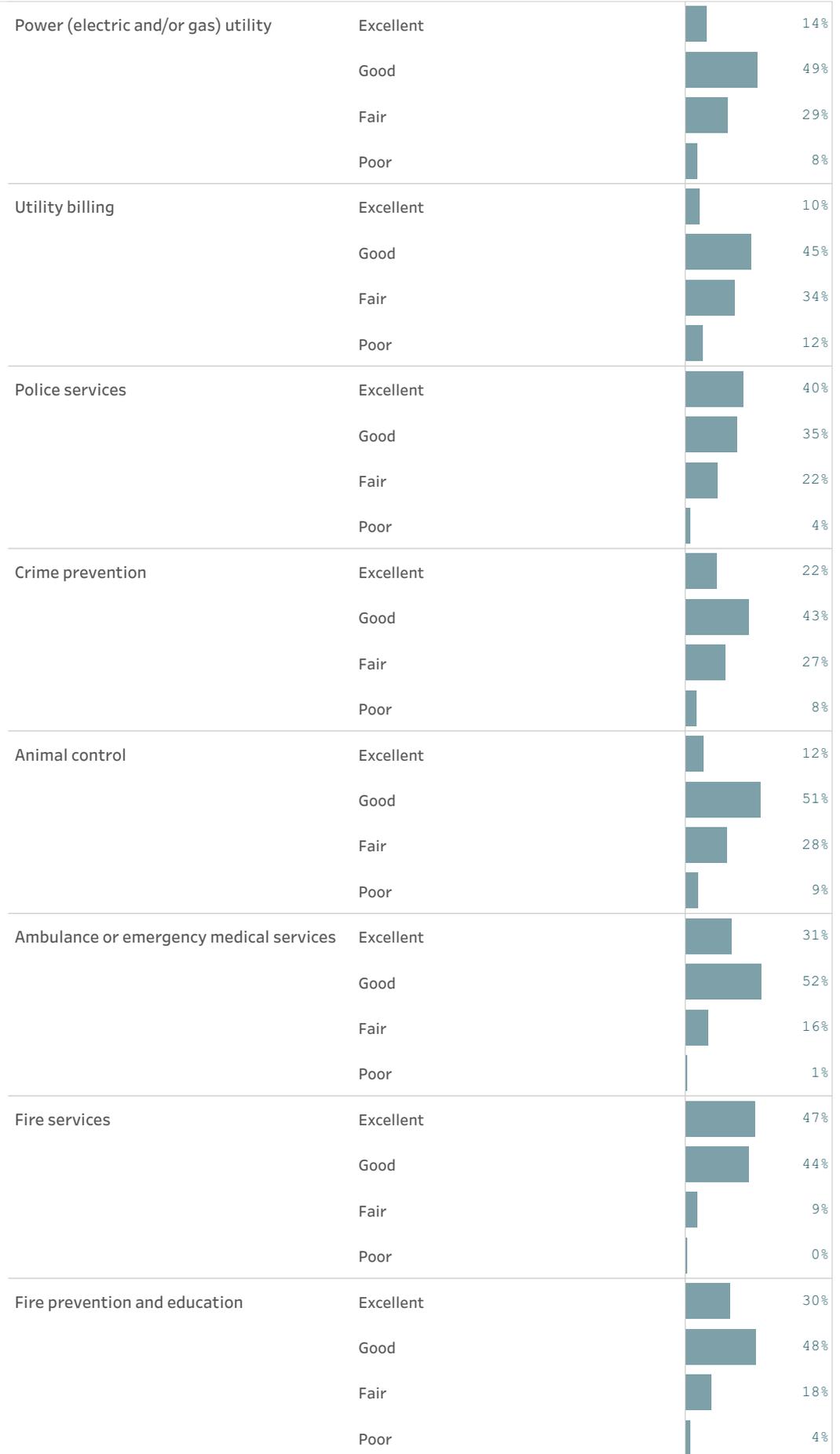
**Please rate the quality of each of the following services in American Canyon.**



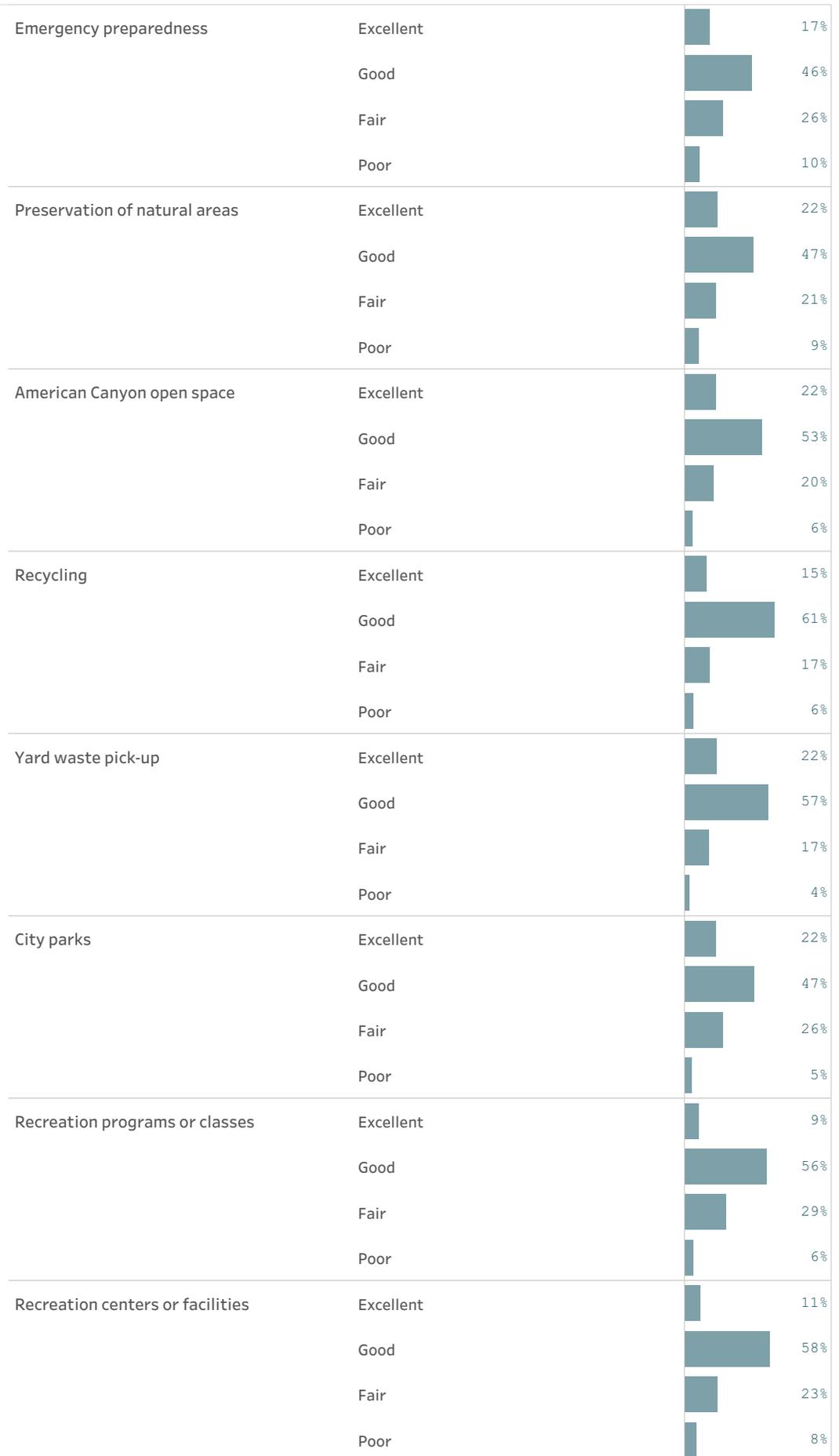
Please rate the quality of each of the following services in American Canyon.



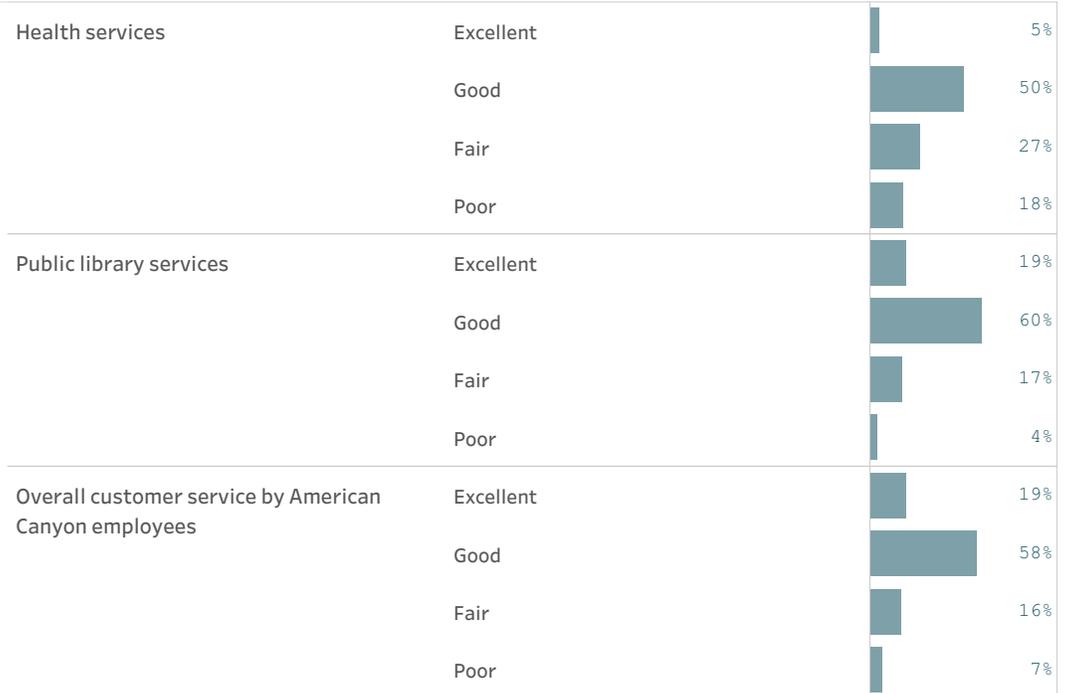
Please rate the quality of each of the following services in American Canyon.



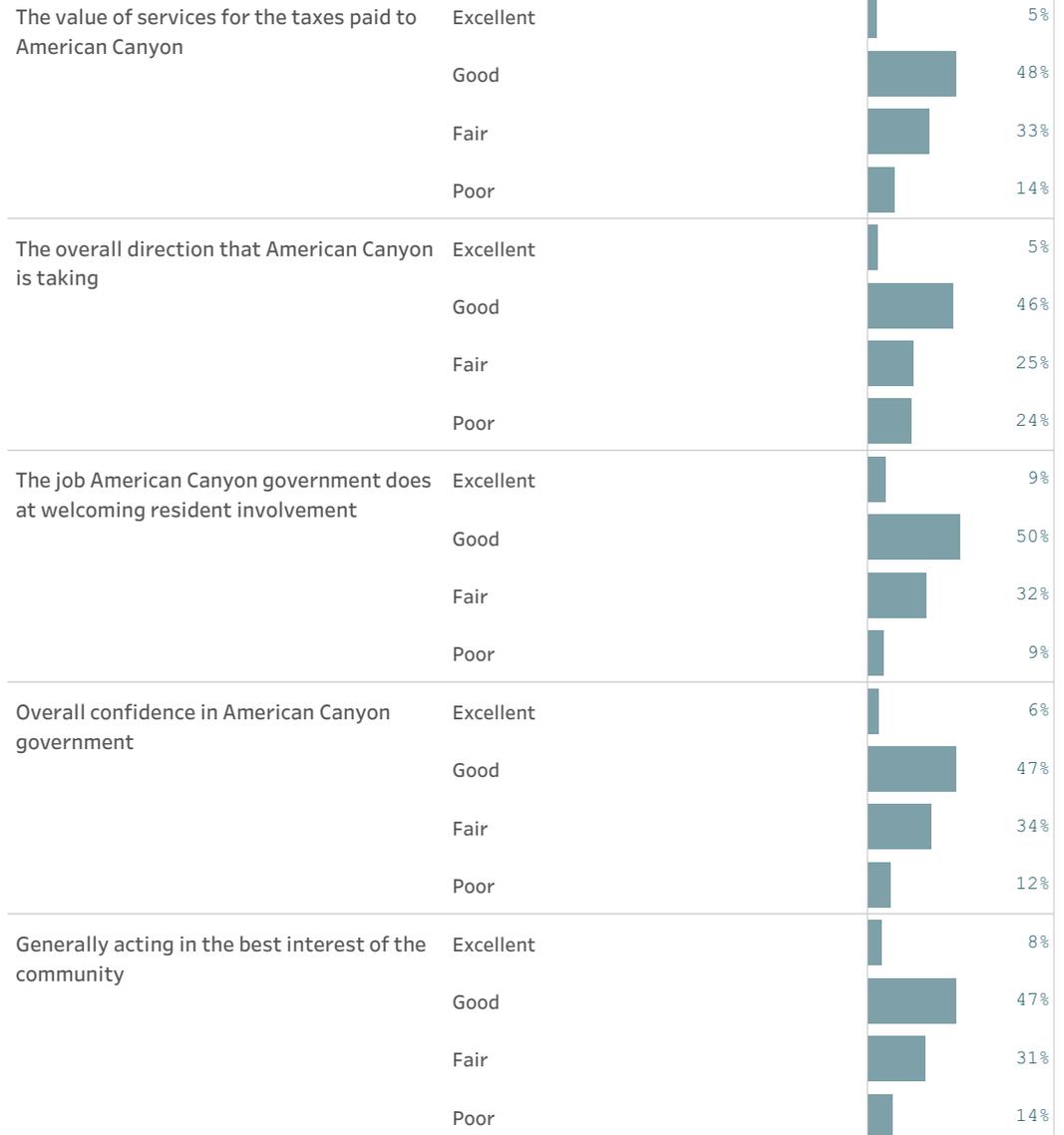
Please rate the quality of each of the following services in American Canyon.



**Please rate the quality of each of the following services in American Canyon.**

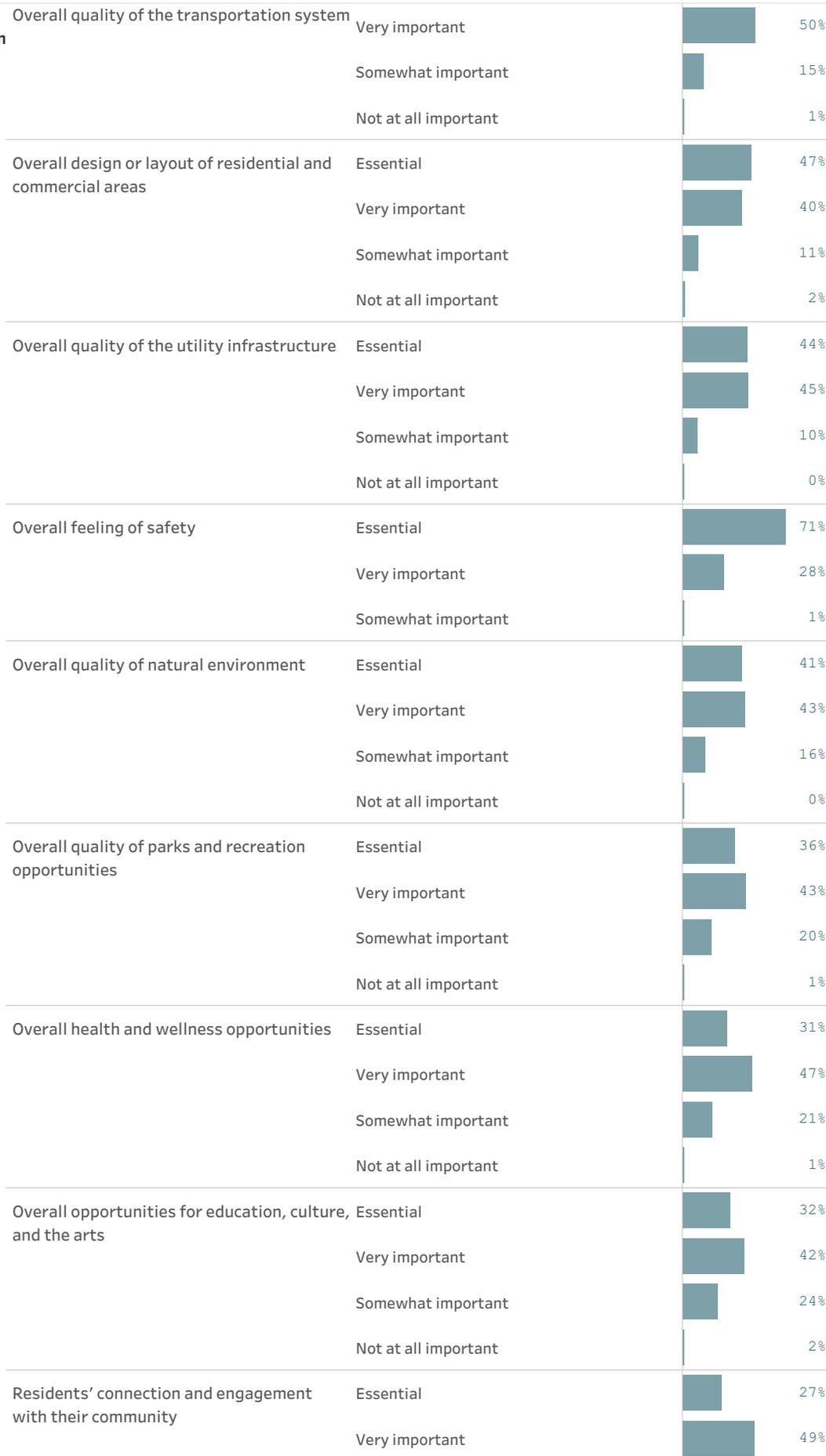


**Please rate the following categories of American Canyon government performance.**



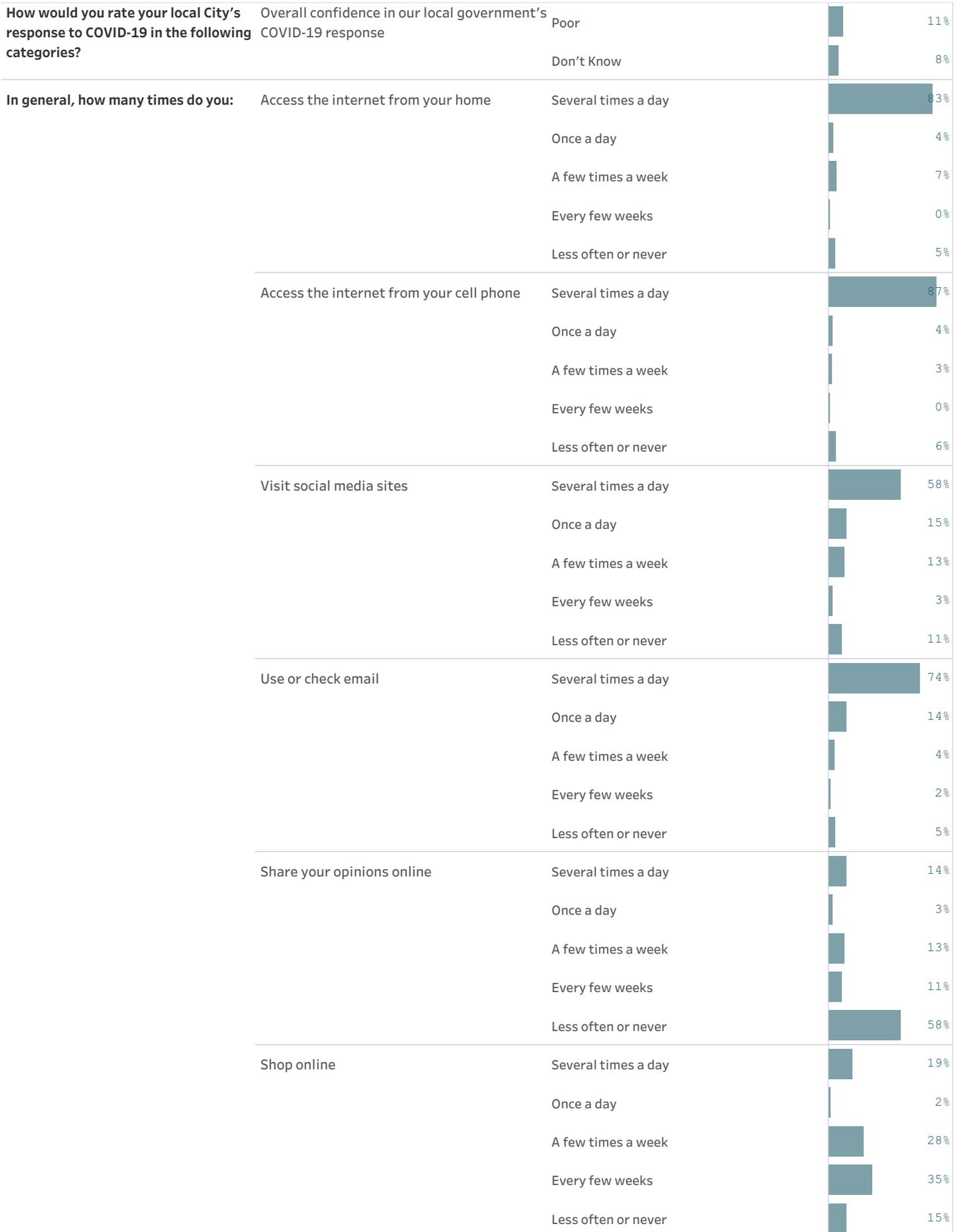
<b>Please rate the following categories of American Canyon government performance.</b>	Being honest	Excellent		7%
		Good		48%
		Fair		33%
		Poor		12%
	Being open and transparent to the public	Excellent		6%
		Good		47%
		Fair		35%
		Poor		12%
	Informing residents about issues facing the community	Excellent		9%
		Good		45%
		Fair		28%
		Poor		18%
	Treating all residents fairly	Excellent		10%
		Good		56%
		Fair		23%
		Poor		12%
Treating residents with respect	Excellent		11%	
	Good		56%	
	Fair		24%	
	Poor		9%	
<b>Overall, how would you rate the quality of the services provided by each of the following?</b>	The City of American Canyon	Excellent		14%
		Good		54%
		Fair		27%
		Poor		6%
	The Federal Government	Excellent		3%
		Good		36%
		Fair		36%
		Poor		24%
<b>Please rate how important, if at all, you think it is for the American Canyon community to focus on each of the following in the coming two years.</b>	Overall economic health	Essential		47%
		Very important		46%
		Somewhat important		7%
	Overall quality of the transportation system	Essential		35%

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



<b>Please rate how important, if at all, you think it is for the American Canyon community to focus on each of the following in the coming two years.</b>	Residents' connection and engagement with their community	Somewhat important		21%
		Not at all important		3%
<b>Please rate how much of a problem, if at all, the following are for your household CURRENTLY.</b>	Household member(s) have COVID-19 or COVID-like symptoms	Major problem		6%
		Moderate problem		14%
		Minor problem		8%
		Not a problem		73%
Access to medical services		Major problem		4%
		Moderate problem		6%
		Minor problem		16%
		Not a problem		74%
Access to tests and wait times for results		Major problem		7%
		Moderate problem		9%
		Minor problem		20%
		Not a problem		64%
Feeling nervous, anxious or on edge, not being able to stop or control worrying		Major problem		4%
		Moderate problem		10%
		Minor problem		30%
		Not a problem		56%
Having little interest or pleasure in doing things		Major problem		5%
		Moderate problem		5%
		Minor problem		22%
		Not a problem		69%
Feeling lonely or isolated		Major problem		6%
		Moderate problem		6%
		Minor problem		22%
		Not a problem		66%
Not knowing when pandemic will end/not feeling in control		Major problem		11%
		Moderate problem		15%
		Minor problem		26%
		Not a problem		47%
Reduced household income		Major problem		16%
		Moderate problem		12%

Please rate how much of a problem, if at all, the following are for your household CURRENTLY.				
Reduced household income	Minor problem		26%	
	Not a problem		47%	
Making rent or mortgage payments	Major problem		14%	
	Moderate problem		10%	
	Minor problem		13%	
	Not a problem		63%	
Lack of childcare/supervision	Major problem		7%	
	Moderate problem		7%	
	Minor problem		13%	
	Not a problem		72%	
Loss of job(s), or fear of losing job	Major problem		14%	
	Moderate problem		8%	
	Minor problem		13%	
	Not a problem		65%	
How would you rate your local City's response to COVID-19 in the following categories?	Generally acting in the best interest of the community	Excellent		16%
		Good		49%
		Fair		19%
		Poor		8%
		Don't Know		9%
Being open and transparent to the public	Excellent		18%	
	Good		44%	
	Fair		20%	
	Poor		8%	
	Don't Know		11%	
Informing residents about COVID-19 related issues facing the community	Excellent		17%	
	Good		42%	
	Fair		22%	
	Poor		11%	
	Don't Know		7%	
Overall confidence in our local government's COVID-19 response	Excellent		15%	
	Good		47%	
	Fair		19%	



Please rate your overall health.	Excellent		26%	
	Very good		38%	
	Good		29%	
	Fair		6%	
	Poor		1%	
What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	Very positive		5%	
	Somewhat positive		14%	
	Neutral		45%	
	Somewhat negative		23%	
	Very negative		14%	
How many years have you lived in American Canyon?	Less than 2 years		15%	
	2-5 years		12%	
	6-10 years		15%	
	11-20 years		34%	
	More than 20 years		23%	
Which best describes the building you live in?	One family house detached from any other houses		68%	
	Building with two or more homes (duplex, townhome, apartment or condominium)		19%	
	Mobile home		10%	
	Other		3%	
Do you rent or own your home?	Rent		23%	
	Own		77%	
<b>About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?</b>	About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance and homeowners' association (HOA) fees)?	Less than \$500		3%
		\$500 to \$999		12%
		\$1,000 to \$1,499		9%
		\$1,500 to \$1,999		13%
		\$2,000 to \$2,499		18%
		\$2,500 to \$2,999		18%
		\$3,000 to \$3,499		12%
		\$3,500 or more		15%
	Do any children 17 or under live in your household?	No		49%
Yes			51%	
Are you or any other members of your household aged 65 or older?	No		63%	

	Are you or any other members of your household aged 65 or older?	Yes		37%
	How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)	Less than \$25,000		9%
		\$25,000 to \$49,999		9%
		\$50,000 to \$74,999		23%
		\$75,000 to \$99,999		12%
		\$100,000 to \$149,999		17%
		\$150,000 or more		31%
<b>Are you Spanish, Hispanic, or Latino?</b>	Are you Spanish, Hispanic or Latino?	No, not Spanish, Hispanic, or Latino		75%
		Yes, I consider myself to be Spanish, Hispanic, or Latino		25%
	What is your race? (Mark one or more races to indicate what race you consider yourself to be.)	American Indian or Alaskan Native		7%
		Asian, Asian Indian, or Pacific Islander		19%
		Black or African American		8%
		Filipino American		25%
		White		43%
		Other		13%
	In which category is your age?	18-24 years		3%
		25-34 years		19%
		35-44 years		15%
		45-54 years		28%
		55-64 years		17%
		65-74 years		11%
		75 years or older		7%
	What is your gender?	Female		51%
		Male		47%
		Identify in another way		2%

## Full trends

This table contains the trends over time for the City of City. The combined "percent positive" responses for each survey year are presented (e.g., excellent/good or yes). If an item was not included during an administration of the survey, no percentage will be shown in the table. If the difference between the 2015 and 2022 surveys is greater than 7 percentage points, the change is statistically significant.

It is important to note that in 2020, The NCS survey was updated to include new and refreshed items. Consequently, some of the trends may be impacted due to wording modifications that could have potentially altered the meaning of the item for the respondent.

		2015	2022
<b>Please rate each of the following aspects of quality of life in American Canyon.</b>	American Canyon as a place to live	88%	83%
	Your neighborhood as a place to live	86%	79%
	American Canyon as a place to raise children	86%	80%
	American Canyon as a place to work	42%	35%
	American Canyon as a place to visit	44%	43%
	American Canyon as a place to retire	66%	60%
	The overall quality of life	78%	77%
	Sense of community	65%	68%
<b>Please rate each of the following characteristics as they relate to American Canyon as a whole.</b>	Overall economic health	58%	65%
	Overall quality of the transportation system		46%
	Overall design or layout of residential and commercial areas	55%	48%
	Overall quality of the utility infrastructure		65%
	Overall feeling of safety	85%	67%
	Overall quality of natural environment	79%	79%

<b>Please rate each of the following characteristics as they relate to American Canyon as a whole.</b>	Overall quality of parks and recreation opportunities	74%
	Overall health and wellness opportunities	52% 62%
	Overall opportunities for education, culture, and the arts	58% 46%
	Residents' connection and engagement with their community	56%
<b>Please indicate how likely or unlikely you are to do each of the following.</b>	Recommend living in American Canyon to someone who asks	90% 82%
	Remain in American Canyon for the next five years	90% 80%
<b>Please rate how safe or unsafe you feel:</b>	In your neighborhood during the day	95% 86%
	In American Canyon's downtown/commercial area during the day	90% 75%
	From property crime	58%
	From violent crime	65%
	From fire, flood, or other natural disaster	76%
<b>Please rate the job you feel the American Canyon community does at each of the following.</b>	Making all residents feel welcome	77%
	Attracting people from diverse backgrounds	84%
	Valuing/respecting residents from diverse backgrounds	85%
	Taking care of vulnerable residents	73%
<b>Please rate each of the following in the American Canyon community.</b>	Overall quality of business and service establishments	40% 55%
	Variety of business and service establishments	37%
	Vibrancy of downtown/commercial area	19% 26%
	Employment opportunities	17% 21%
	Shopping opportunities	24% 22%

<b>Please rate each of the following in the American Canyon community.</b>	Cost of living	34% 28%
	Overall image or reputation	71% 61%
<b>Please also rate each of the following in the American Canyon community.</b>	Traffic flow on major streets	26% 20%
	Ease of public parking	63%
	Ease of travel by car	46% 51%
	Ease of travel by public transportation	42% 44%
	Ease of travel by bicycle	58% 54%
	Ease of walking	65% 54%
	Well-planned residential growth	42%
	Well-planned commercial growth	27%
	Well-designed neighborhoods	54%
	Preservation of the historical or cultural character of the community	49%
	Public places where people want to spend time	57% 40%
	Variety of housing options	49% 40%
	Availability of affordable quality housing	38% 26%
	Overall quality of new development	42% 51%
	Overall appearance	71% 51%
	Cleanliness	76% 68%
	Water resources	44%
	Air quality	74%

<b>Please also rate each of the following in the American Canyon community.</b>	Availability of paths and walking trails	71% 75%
	Fitness opportunities	67% 69%
	Recreational opportunities	58% 52%
	Availability of affordable quality food	47% 42%
	Availability of affordable quality health care	42%
	Availability of preventive health services	43%
	Availability of affordable quality mental health care	29%
	Opportunities to attend cultural/arts/music activities	28% 25%
	Community support for the arts	36%
	Availability of affordable quality childcare/preschool	52% 42%
	K-12 education	66%
	Adult educational opportunities	37%
	Sense of civic/community pride	54%
	Neighborliness of residents	60% 61%
	Opportunities to participate in social events and activities	43% 43%
	Opportunities to attend special events and festivals	59% 49%
	Opportunities to volunteer	52% 60%
	Opportunities to participate in community matters	53% 53%
	Openness and acceptance of the community toward people of diverse backgrounds	71% 69%
<b>Please indicate whether or not you have done each of the following in the last 12 months.</b>	Contacted the City of American Canyon for help or information	43% 40%

<b>Please indicate whether or not you have done each of the following in the last 12 months.</b>	Contacted American Canyon elected officials to express your opinion	14%	15%
	Attended a local public meeting	13%	11%
	Watched a local public meeting	16%	36%
	Volunteered your time to some group/activity	33%	27%
	Campaigned or advocated for a local issue, cause, or candidate	14%	20%
	Voted in your most recent local election	79%	
	Used public transportation instead of driving	15%	
	Carpooled with other adults or children instead of driving alone	37%	41%
	Walked or biked instead of driving	62%	66%
	<b>Please rate the quality of each of the following services in American Canyon.</b>	Public information services	74%
Economic development		46%	45%
Traffic enforcement		64%	47%
Traffic signal timing		42%	34%
Street repair		48%	35%
Street cleaning		65%	65%
Street lighting		62%	64%
Sidewalk maintenance		58%	59%
Bus or transit services		57%	55%
Land use, planning and zoning		47%	34%
Code enforcement		47%	41%

**Please rate the quality of each of the following services in American Canyon.**

Affordable high-speed internet access	52%
Garbage collection	86% 82%
Drinking water	61% 66%
Sewer services	77% 76%
Storm water management	72% 73%
Power (electric and/or gas) utility	63%
Utility billing	73% 54%
Police services	88% 75%
Crime prevention	77% 65%
Animal control	61% 63%
Ambulance or emergency medical services	95% 83%
Fire services	95% 91%
Fire prevention and education	83% 78%
Emergency preparedness	59% 63%
Preservation of natural areas	65% 70%
American Canyon open space	67% 74%
Recycling	86% 76%
Yard waste pick-up	86% 80%
City parks	80% 69%
Recreation programs or classes	69% 65%

<b>Please rate the quality of each of the following services in American Canyon.</b>	Recreation centers or facilities	68% 70%
	Health services	55%
	Public library services	74% 79%
	Overall customer service by American Canyon employees	75% 77%
<b>Please rate the following categories of American Canyon government performance.</b>	The value of services for the taxes paid to American Canyon	52% 53%
	The overall direction that American Canyon is taking	61% 52%
	The job American Canyon government does at welcoming resident involvement	57% 60%
	Overall confidence in American Canyon government	51% 53%
	Generally acting in the best interest of the community	54% 55%
	Being honest	59% 55%
	Being open and transparent to the public	54%
	Informing residents about issues facing the community	54%
	Treating all residents fairly	62% 66%
	Treating residents with respect	67%
<b>Overall, how would you rate the quality of the services provided by each of the following?</b>	The City of American Canyon	74% 68%
	The Federal Government	40%
<b>Please rate how important, if at all, you think it is for the American Canyon community to focus on each of the following in the coming two years.</b>	Overall economic health	89% 93%
	Overall quality of the transportation system	85%
	Overall design or layout of residential and commercial areas	80% 87%
	Overall quality of the utility infrastructure	89%

<b>Please rate how important, if at all, you think it is for the American Canyon community to focus on each of the following in the coming two years.</b>	Overall feeling of safety	93% 99%
	Overall quality of natural environment	85% 84%
	Overall quality of parks and recreation opportunities	80%
	Overall health and wellness opportunities	71% 78%
	Overall opportunities for education, culture, and the arts	76% 74%
	Residents' connection and engagement with their community	82% 76%
<b>In general, how many times do you:</b>	Access the internet from your home	94%
	Access the internet from your cell phone	94%
	Visit social media sites	86%
	Use or check email	93%
	Share your opinions online	31%
	Shop online	50%
	Please rate your overall health.	61% 64%
	What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	36% 19%

## Methods (open participation)

As part of its participation in The National Community Survey™ (The NCST™), the City of American Canyon conducted a survey of 335 residents. Survey invitations were mailed to randomly selected households and data were collected from February 7th, 2022 to March 28th, 2022. The results from this main survey effort represent the most robust estimate of your residents’ opinions.

After the above data collection period was underway, a link to an online open participation survey was publicized by the City of American Canyon. The open participation survey was identical to the probability sample survey with one small update; it included a question about where they heard about the survey. The open participation survey was open to all city residents and became available on March 7th, 2022. The survey remained open for three weeks and there were 229 responses.

The open participation survey data were not collected through a random sample and it is unknown who in the community was aware of the survey; therefore, a level of confidence in the representativeness of the sample cannot be estimated. However, to reduce bias where possible, these data were statistically weighted to match the demographic characteristics of the 2010 Census and 2019 American Community Survey estimates for adults in the City of American Canyon. The characteristics used for weighting were age, sex, race, Hispanic origin, housing type, and housing tenure. No adjustments were made for design effects. Weights were calculated using an iterative, multiplicative raking model known as the ANES Weighting Algorithm.\* The results of the weighting scheme for the open participation survey are presented in the following table.

\* Pasek, J. (2010). ANES Weighting Algorithm. Retrieved from <https://web.stanford.edu/group/iriss/cgi-bin/anesrake/resources/RakingDescription.pdf>

		Unweighted	Weighted	Target*
Age	18-34	7%	21%	29%
	35-54	51%	44%	39%
	55+	42%	35%	33%
Hispanic	No, not Spanish, Hispanic, or Latino	82%	75%	75%
	Yes, I consider myself to be Spanish, Hispana..	18%	25%	25%
Housing type	Attached	1%	8%	22%
	Detached	99%	92%	78%
race	Not white	44%	66%	61%
	White	56%	34%	39%
Race/ethnicity	Not white alone	54%	77%	76%
	White alone, not Hispanic or Latino	46%	23%	24%
Sex	Female	65%	48%	51%
	Male	35%	52%	49%
Sex/age	Female 18-34	5%	13%	15%
	Female 35-54	33%	20%	20%
	Female 55+	26%	15%	16%
	Male 18-34	2%	9%	14%
	Male 35-54	17%	23%	19%
	Male 55+	16%	20%	17%
Tenure	Own	88%	87%	77%
	Rent	12%	13%	23%

## Open participation survey results

This dashboard contains a complete set of responses to each question on the open participation survey. By default, "don't know" responses are excluded, but may be added to the table using the response filter to the right. When a table for a question that only permitted a single response does not total to exactly 100%, it is due to the common practice of percentages being rounded to the nearest whole number.

Please rate each of the following aspects of quality of life in American Canyon.	Question	Rating	Percentage	
			Bar	Value
American Canyon as a place to live	American Canyon as a place to live	Excellent		31%
		Good		56%
		Fair		12%
		Poor		1%
Your neighborhood as a place to live	Your neighborhood as a place to live	Excellent		29%
		Good		57%
		Fair		12%
		Poor		3%
American Canyon as a place to raise children	American Canyon as a place to raise children	Excellent		34%
		Good		51%
		Fair		13%
		Poor		1%
American Canyon as a place to work	American Canyon as a place to work	Excellent		14%
		Good		33%
		Fair		20%
		Poor		32%
American Canyon as a place to visit	American Canyon as a place to visit	Excellent		8%
		Good		26%
		Fair		30%
		Poor		36%
American Canyon as a place to retire	American Canyon as a place to retire	Excellent		25%
		Good		35%
		Fair		24%
		Poor		16%
The overall quality of life	The overall quality of life	Excellent		22%
		Good		57%
		Fair		19%
		Poor		2%
Sense of community	Sense of community	Excellent		29%

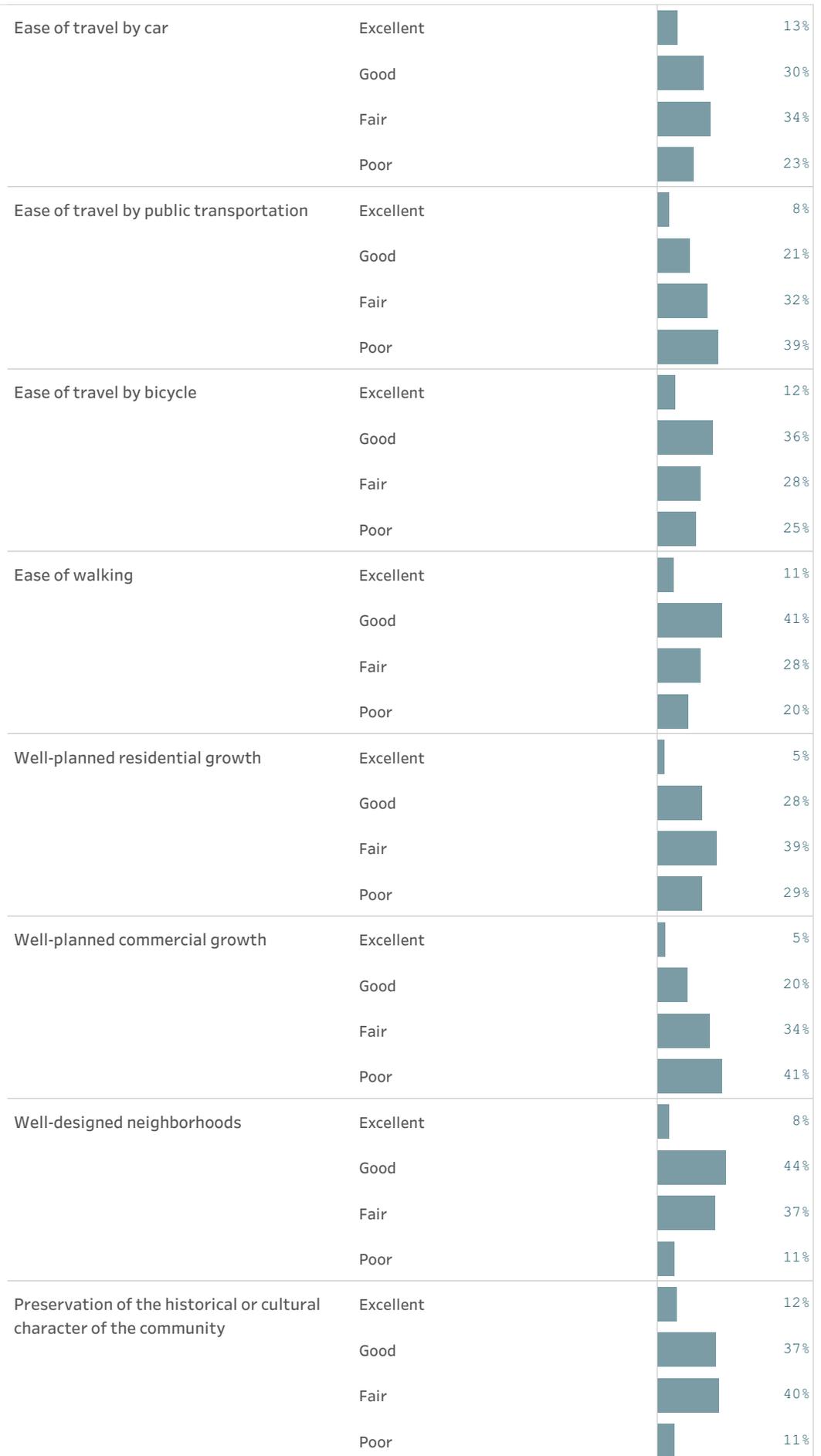
<b>Please rate each of the following aspects of quality of life in American Canyon.</b>	Sense of community	Good		44%
		Fair		23%
		Poor		4%
<b>Please rate each of the following characteristics as they relate to American Canyon as a whole.</b>	Overall economic health	Excellent		13%
		Good		52%
		Fair		28%
		Poor		7%
Overall quality of the transportation system	Excellent		12%	
	Good		24%	
	Fair		44%	
	Poor		21%	
Overall design or layout of residential and commercial areas	Excellent		9%	
	Good		32%	
	Fair		45%	
	Poor		15%	
Overall quality of the utility infrastructure	Excellent		14%	
	Good		44%	
	Fair		29%	
	Poor		13%	
Overall feeling of safety	Excellent		27%	
	Good		56%	
	Fair		13%	
	Poor		5%	
Overall quality of natural environment	Excellent		32%	
	Good		50%	
	Fair		16%	
	Poor		2%	
Overall quality of parks and recreation opportunities	Excellent		34%	
	Good		42%	
	Fair		17%	
	Poor		7%	
Overall health and wellness opportunities	Excellent		21%	

<b>Please rate each of the following characteristics as they relate to American Canyon as a whole.</b>	Overall health and wellness opportunities	Good		45%
		Fair		25%
		Poor		10%
	Overall opportunities for education, culture, and the arts	Excellent		18%
		Good		35%
		Fair		31%
		Poor		16%
	Residents' connection and engagement with their community	Excellent		16%
		Good		40%
Fair			36%	
Poor			9%	
<b>Please indicate how likely or unlikely you are to do each of the following.</b>	Recommend living in American Canyon to someone who asks	Very likely		44%
		Somewhat likely		44%
		Somewhat unlikely		8%
		Very unlikely		4%
	Remain in American Canyon for the next five years	Very likely		66%
		Somewhat likely		23%
		Somewhat unlikely		6%
		Very unlikely		5%
	<b>Please rate how safe or unsafe you feel:</b>	In your neighborhood during the day	Very safe	
Somewhat safe				35%
Neither safe nor unsafe				3%
Somewhat unsafe				3%
Very unsafe				1%
In American Canyon's downtown/commercial area during the day		Very safe		38%
		Somewhat safe		43%
		Neither safe nor unsafe		11%
		Somewhat unsafe		7%
		Very unsafe		2%
From property crime		Very safe		16%
		Somewhat safe		48%
	Neither safe nor unsafe		16%	

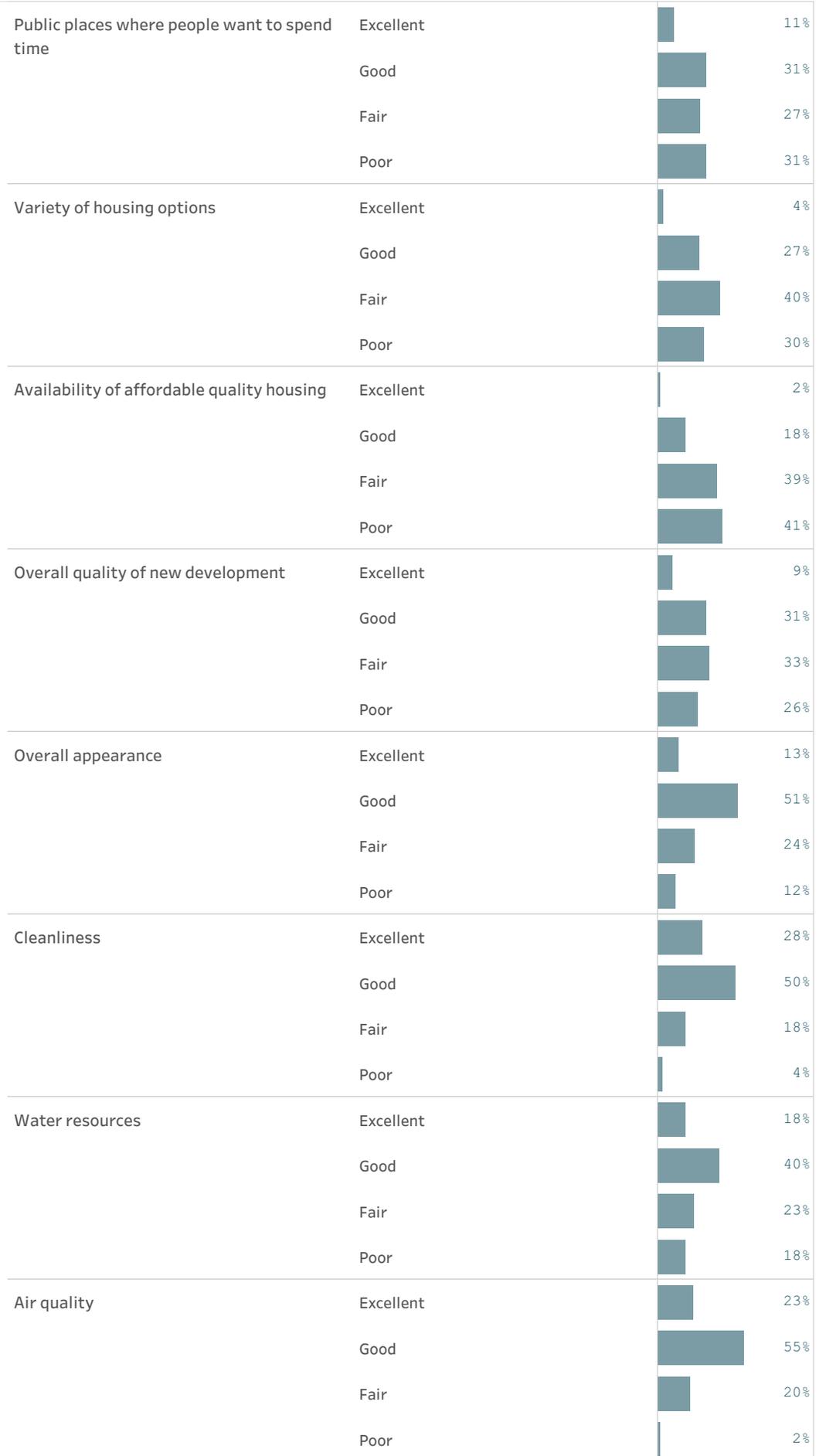
<b>Please rate how safe or unsafe you feel:</b>	From property crime	Somewhat unsafe		17%
		Very unsafe		4%
	From violent crime	Very safe		28%
		Somewhat safe		49%
		Neither safe nor unsafe		11%
		Somewhat unsafe		12%
		Very unsafe		0%
From fire, flood, or other natural disaster	Very safe		26%	
	Somewhat safe		50%	
	Neither safe nor unsafe		14%	
	Somewhat unsafe		10%	
	Very unsafe		0%	
<b>Please rate the job you feel the American Canyon community does at each of the following.</b>	Making all residents feel welcome	Excellent		31%
		Good		43%
		Fair		23%
		Poor		3%
	Attracting people from diverse backgrounds	Excellent		36%
		Good		44%
		Fair		16%
		Poor		5%
	Valuing/respecting residents from diverse backgrounds	Excellent		32%
		Good		46%
		Fair		18%
		Poor		4%
	Taking care of vulnerable residents	Excellent		16%
		Good		50%
		Fair		27%
		Poor		8%
<b>Please rate each of the following in the American Canyon community.</b>	Overall quality of business and service establishments	Excellent		13%
		Good		40%
		Fair		26%
		Poor		21%

Please rate each of the following in the American Canyon community.			
Variety of business and service establishments	Excellent		9%
	Good		23%
	Fair		39%
	Poor		29%
Vibrancy of downtown/commercial area	Excellent		5%
	Good		11%
	Fair		37%
	Poor		47%
Employment opportunities	Excellent		2%
	Good		22%
	Fair		36%
	Poor		40%
Shopping opportunities	Excellent		2%
	Good		19%
	Fair		36%
	Poor		43%
Cost of living	Excellent		2%
	Good		19%
	Fair		54%
	Poor		25%
Overall image or reputation	Excellent		16%
	Good		44%
	Fair		29%
	Poor		10%
Please also rate each of the following in the American Canyon community.			
Traffic flow on major streets	Excellent		2%
	Good		10%
	Fair		24%
	Poor		64%
Ease of public parking	Excellent		17%
	Good		44%
	Fair		29%
	Poor		11%

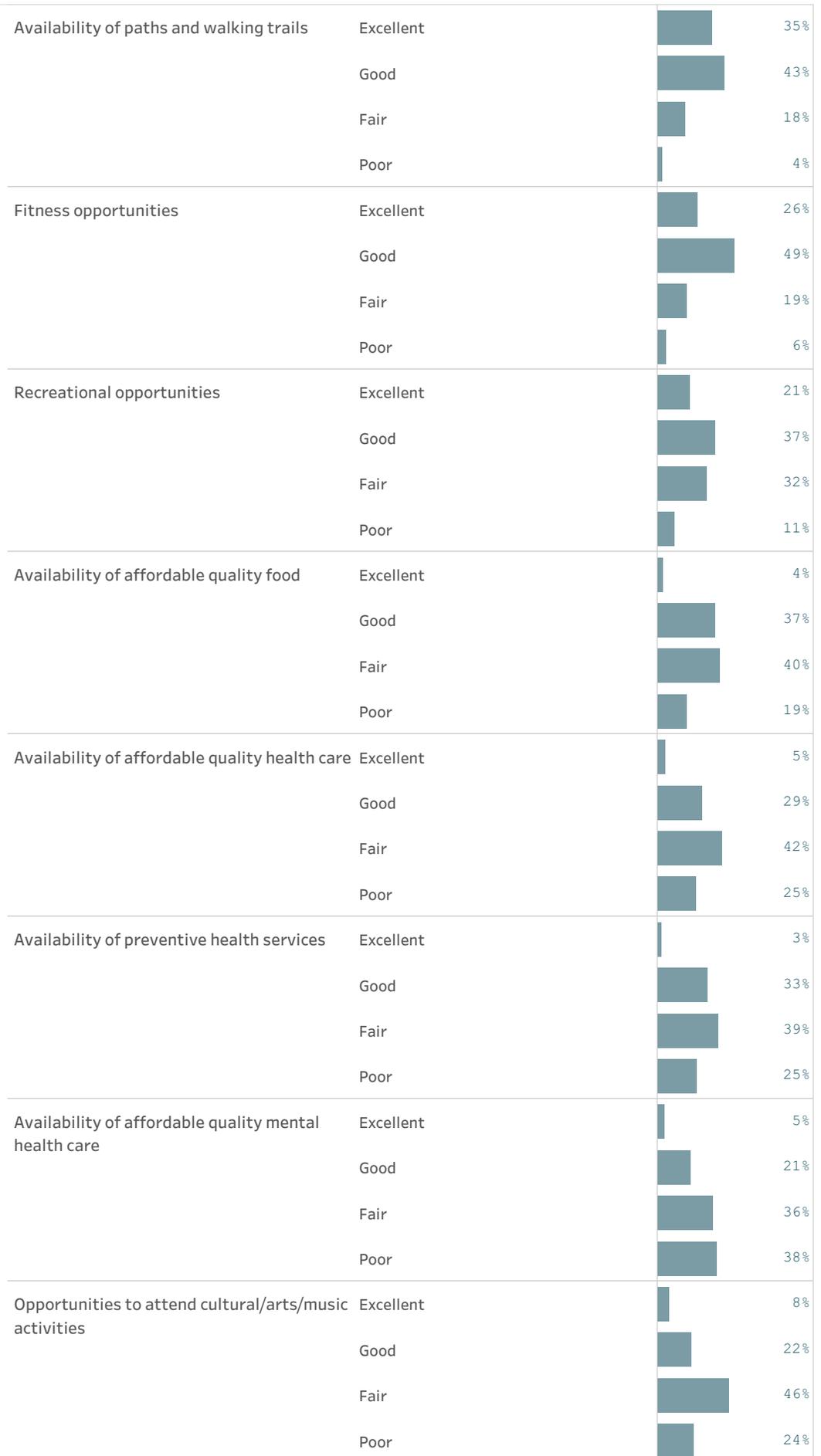
Please also rate each of the following in the American Canyon community.



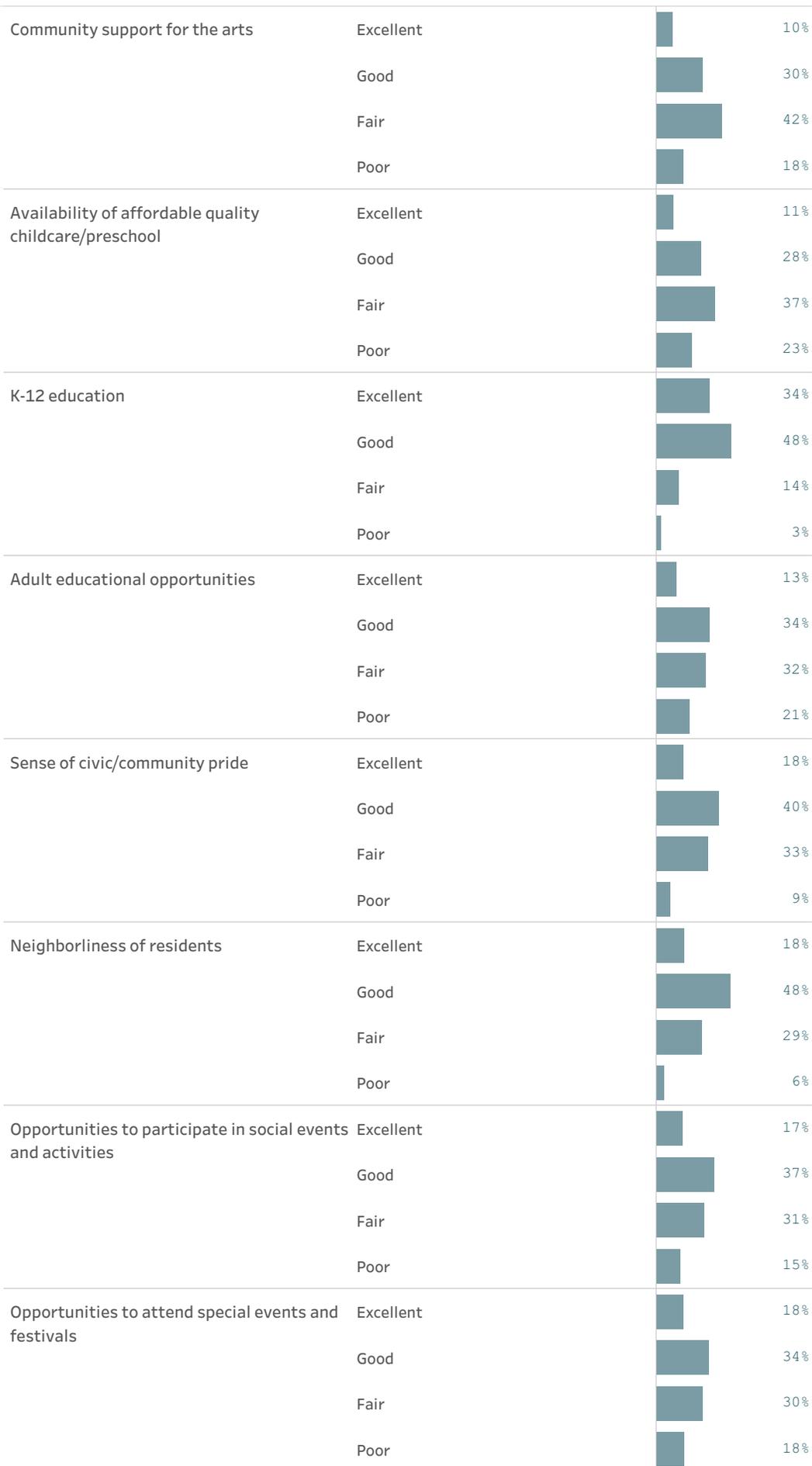
Please also rate each of the following in the American Canyon community.



Please also rate each of the following in the American Canyon community.



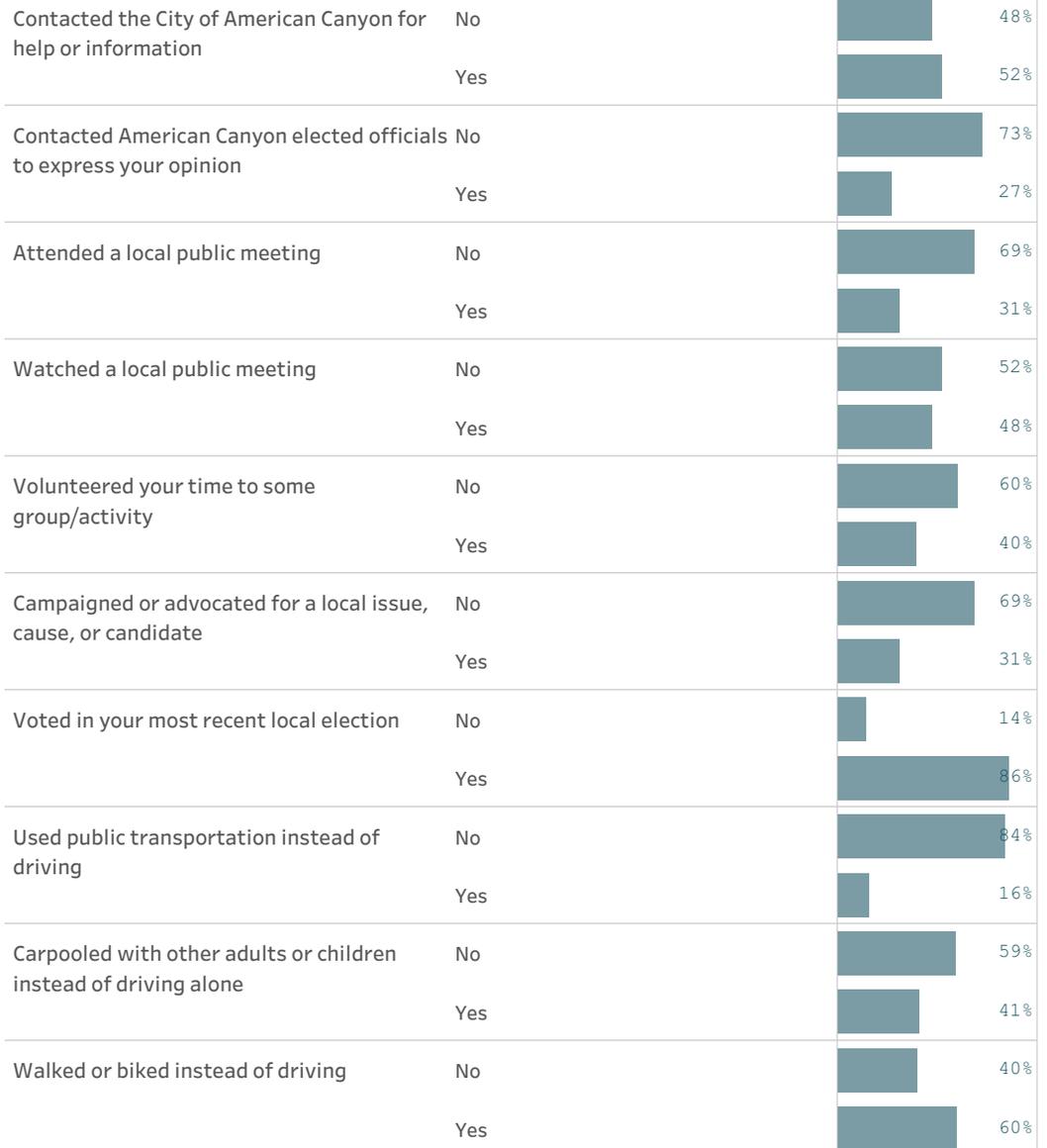
Please also rate each of the following in the American Canyon community.



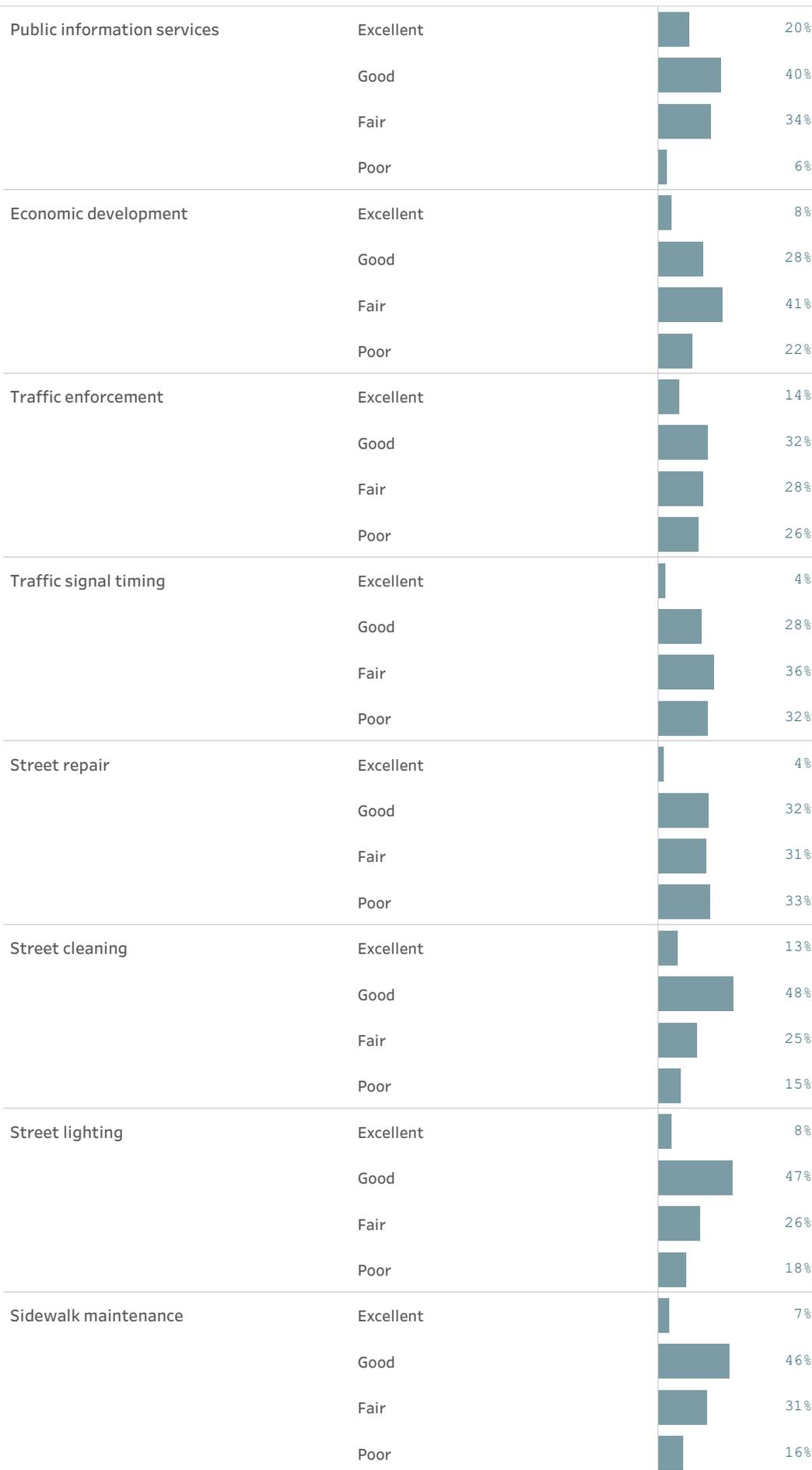
**Please also rate each of the following in the American Canyon community.**



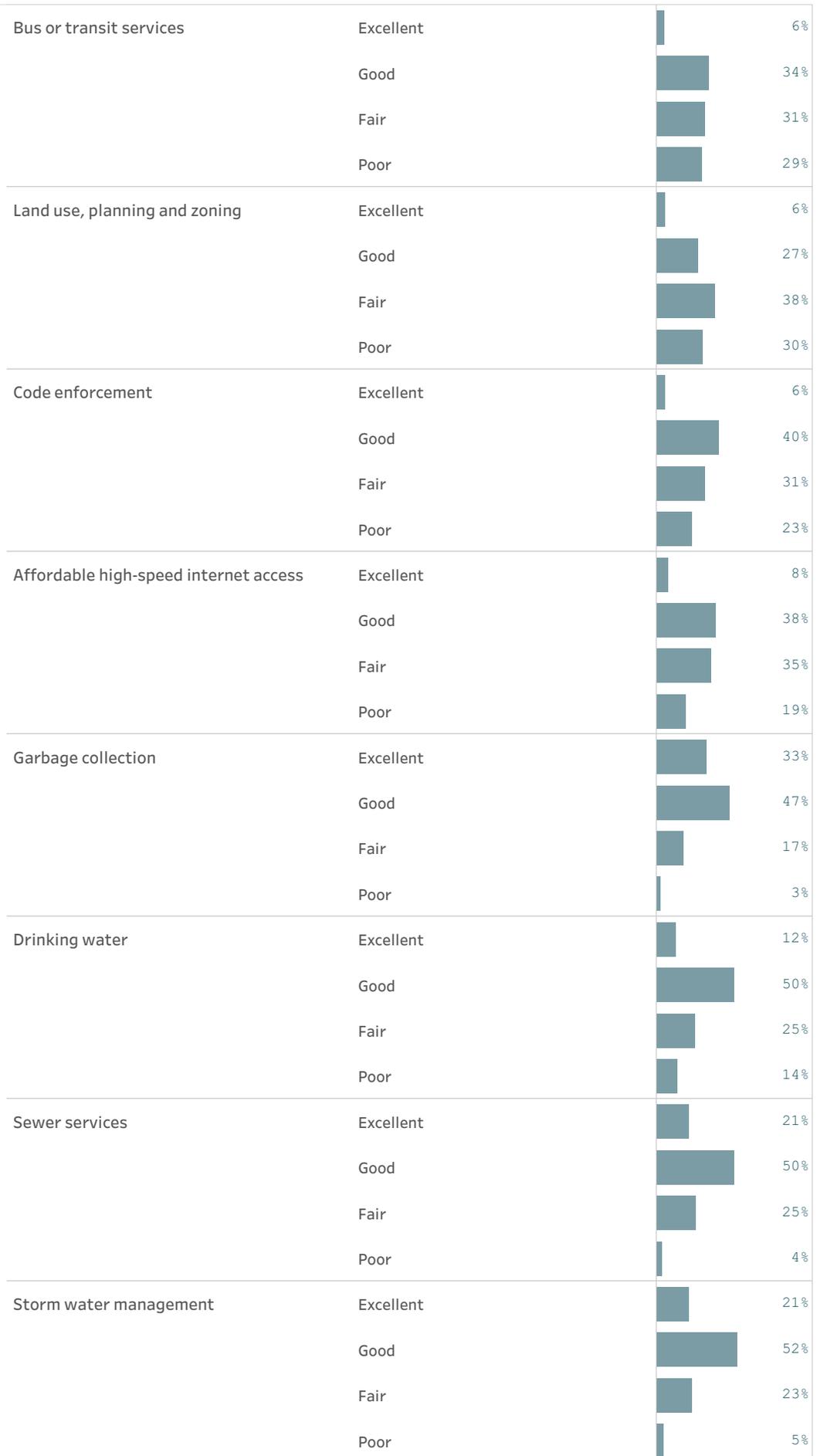
**Please indicate whether or not you have done each of the following in the last 12 months.**



**Please rate the quality of each of the following services in American Canyon.**



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



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

Power (electric and/or gas) utility	Excellent	18%
	Good	42%
	Fair	29%
	Poor	11%
Utility billing	Excellent	13%
	Good	47%
	Fair	29%
	Poor	12%
Police services	Excellent	46%
	Good	38%
	Fair	15%
	Poor	1%
Crime prevention	Excellent	28%
	Good	54%
	Fair	12%
	Poor	6%
Animal control	Excellent	20%
	Good	54%
	Fair	16%
	Poor	10%
Ambulance or emergency medical services	Excellent	38%
	Good	55%
	Fair	3%
	Poor	4%
Fire services	Excellent	54%
	Good	41%
	Fair	5%
Fire prevention and education	Excellent	33%
	Good	45%
	Fair	18%
	Poor	3%
Emergency preparedness	Excellent	29%

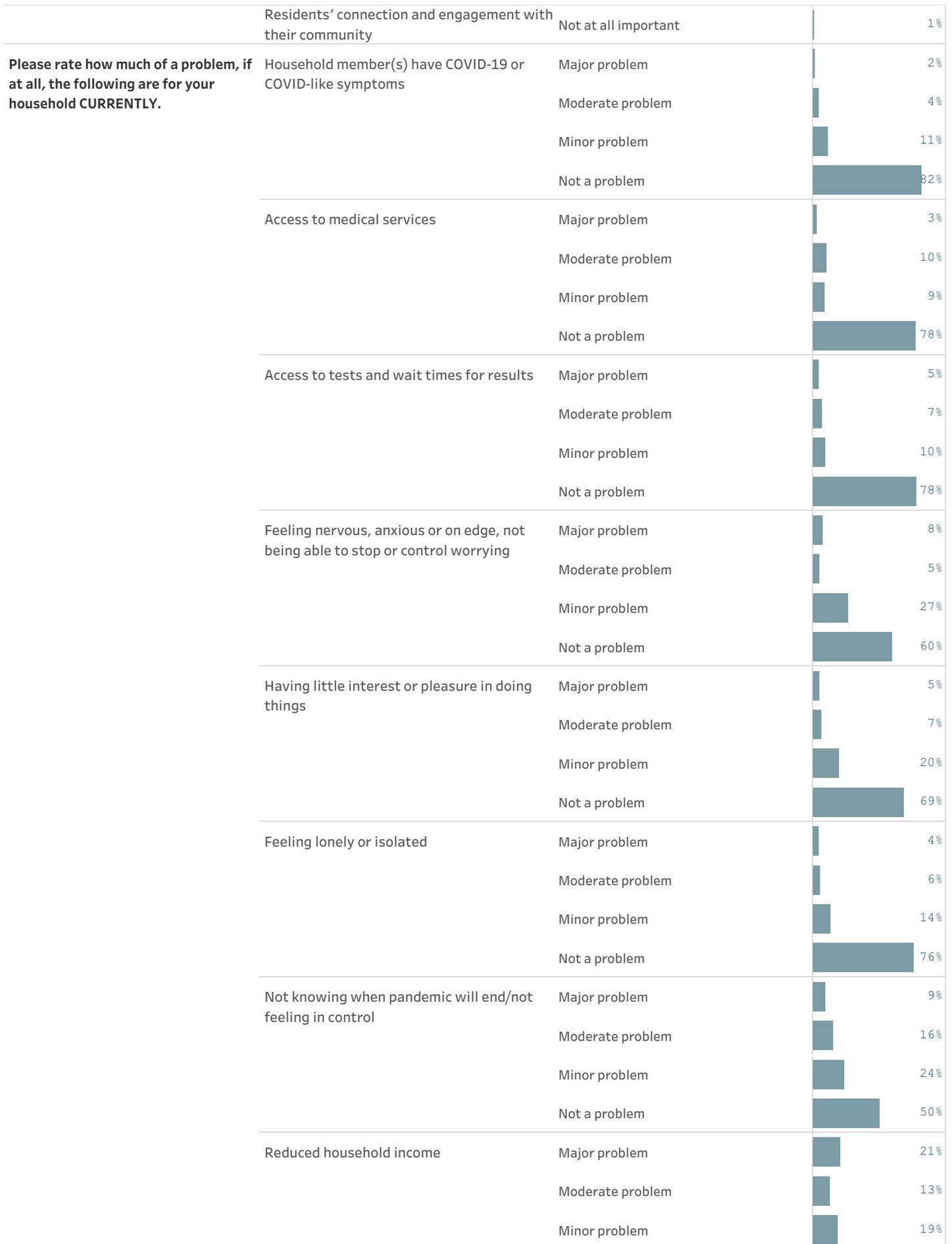
Please rate the quality of each of the following services in American Canyon.

Emergency preparedness	Good		39%
	Fair		27%
	Poor		5%
Preservation of natural areas	Excellent		34%
	Good		42%
	Fair		20%
	Poor		5%
American Canyon open space	Excellent		43%
	Good		34%
	Fair		20%
	Poor		4%
Recycling	Excellent		34%
	Good		42%
	Fair		17%
	Poor		6%
Yard waste pick-up	Excellent		33%
	Good		46%
	Fair		16%
	Poor		5%
City parks	Excellent		36%
	Good		43%
	Fair		14%
	Poor		7%
Recreation programs or classes	Excellent		28%
	Good		40%
	Fair		20%
	Poor		12%
Recreation centers or facilities	Excellent		24%
	Good		42%
	Fair		21%
	Poor		13%
Health services	Excellent		8%

<b>Please rate the quality of each of the following services in American Canyon.</b>	Health services	Good		41%
		Fair		36%
		Poor		15%
	Public library services	Excellent		28%
		Good		51%
		Fair		18%
		Poor		4%
	Overall customer service by American Canyon employees	Excellent		38%
		Good		45%
		Fair		13%
		Poor		3%
	<b>Please rate the following categories of American Canyon government performance.</b>	The value of services for the taxes paid to American Canyon	Excellent	
Good				36%
Fair				34%
Poor				15%
The overall direction that American Canyon is taking		Excellent		15%
		Good		33%
		Fair		32%
		Poor		20%
The job American Canyon government does at welcoming resident involvement		Excellent		26%
		Good		24%
		Fair		29%
		Poor		20%
Overall confidence in American Canyon government	Excellent		18%	
	Good		33%	
	Fair		31%	
	Poor		18%	
Generally acting in the best interest of the community	Excellent		16%	
	Good		35%	
	Fair		29%	
	Poor		20%	
Being honest	Excellent		17%	

<b>Please rate the following categories of American Canyon government performance.</b>	Being honest	Good		40%
		Fair		33%
		Poor		11%
	Being open and transparent to the public	Excellent		18%
		Good		34%
		Fair		32%
		Poor		16%
	Informing residents about issues facing the community	Excellent		17%
		Good		38%
Fair			26%	
Poor			19%	
Treating all residents fairly	Excellent		21%	
	Good		42%	
	Fair		26%	
	Poor		12%	
Treating residents with respect	Excellent		26%	
	Good		38%	
	Fair		29%	
	Poor		7%	
<b>Overall, how would you rate the quality of the services provided by each of the following?</b>	The City of American Canyon	Excellent		21%
		Good		46%
		Fair		27%
		Poor		6%
	The Federal Government	Excellent		5%
		Good		23%
		Fair		45%
		Poor		27%
<b>Please rate how important, if at all, you think it is for the American Canyon community to focus on each of the following in the coming two years.</b>	Overall economic health	Essential		55%
		Very important		33%
		Somewhat important		11%
		Not at all important		0%
	Overall quality of the transportation system	Essential		58%





<b>Please rate how much of a problem, if at all, the following are for your household CURRENTLY.</b>	Reduced household income	Not a problem		47%
	Making rent or mortgage payments	Major problem		13%
		Moderate problem		15%
		Minor problem		10%
		Not a problem		61%
	Lack of childcare/supervision	Major problem		10%
		Moderate problem		10%
		Minor problem		13%
		Not a problem		67%
	Loss of job(s), or fear of losing job	Major problem		18%
		Moderate problem		12%
		Minor problem		8%
		Not a problem		62%
<b>How would you rate your local City's response to COVID-19 in the following categories?</b>	Generally acting in the best interest of the community	Excellent		26%
		Good		41%
		Fair		22%
		Poor		5%
		Don't Know		5%
	Being open and transparent to the public	Excellent		22%
		Good		40%
		Fair		25%
		Poor		7%
		Don't Know		7%
	Informing residents about COVID-19 related issues facing the community	Excellent		23%
		Good		42%
		Fair		25%
		Poor		5%
		Don't Know		5%
	Overall confidence in our local government's COVID-19 response	Excellent		23%
		Good		36%
		Fair		26%
		Poor		10%

	Overall confidence in our local government's COVID-19 response	Don't Know	6%
<b>In general, how many times do you:</b>	Access the internet from your home	Several times a day	84%
		Once a day	6%
		A few times a week	5%
		Every few weeks	1%
		Less often or never	4%
Access the internet from your cell phone	Several times a day	89%	
	Once a day	8%	
	A few times a week	2%	
	Every few weeks	1%	
	Less often or never	0%	
Visit social media sites	Several times a day	60%	
	Once a day	12%	
	A few times a week	15%	
	Every few weeks	1%	
	Less often or never	12%	
Use or check email	Several times a day	76%	
	Once a day	22%	
	A few times a week	1%	
	Less often or never	0%	
Share your opinions online	Several times a day	12%	
	Once a day	2%	
	A few times a week	16%	
	Every few weeks	25%	
	Less often or never	45%	
Shop online	Several times a day	17%	
	Once a day	5%	
	A few times a week	38%	
	Every few weeks	26%	
	Less often or never	14%	
Please rate your overall health.	Excellent	22%	
	Very good	41%	

Please rate your overall health.	Good		27%	
	Fair		9%	
	Poor		1%	
What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	Very positive		2%	
	Somewhat positive		16%	
	Neutral		39%	
	Somewhat negative		32%	
	Very negative		10%	
How many years have you lived in American Canyon?	Less than 2 years		5%	
	2-5 years		14%	
	6-10 years		19%	
	11-20 years		36%	
	More than 20 years		25%	
Which best describes the building you live in?	One family house detached from any other houses		80%	
	Building with two or more homes (duplex, townhome, apartment or condominium)		5%	
	Mobile home		12%	
	Other		4%	
Do you rent or own your home?	Rent		11%	
	Own		89%	
<b>About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?</b>	About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance and homeowners' association (HOA) fees)?	Less than \$500		4%
		\$500 to \$999		8%
		\$1,000 to \$1,499		6%
		\$1,500 to \$1,999		13%
		\$2,000 to \$2,499		14%
		\$2,500 to \$2,999		21%
		\$3,000 to \$3,499		17%
		\$3,500 or more		18%
	Do any children 17 or under live in your household?	No		50%
Yes			50%	
Are you or any other members of your household aged 65 or older?	No		66%	
	Yes		34%	
How much do you anticipate your household's total income before taxes will	Less than \$25,000		1%	

How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)	\$25,000 to \$49,999	13%
	\$50,000 to \$74,999	17%
	\$75,000 to \$99,999	8%
	\$100,000 to \$149,999	25%
	\$150,000 or more	35%
<b>Are you Spanish, Hispanic, or Latino?</b> Are you Spanish, Hispanic or Latino?	No, not Spanish, Hispanic, or Latino	77%
	Yes, I consider myself to be Spanish, Hispanic, or Latino	23%
What is your race? (Mark one or more races to indicate what race you consider yourself to be.)	American Indian or Alaskan Native	2%
	Asian, Asian Indian, or Pacific Islander	21%
	Black or African American	6%
	Filipino American	23%
	White	44%
	Other	21%
In which category is your age?	18-24 years	3%
	25-34 years	19%
	35-44 years	19%
	45-54 years	27%
	55-64 years	17%
	65-74 years	11%
	75 years or older	5%
What is your gender?	Female	46%
	Male	53%
	Identify in another way	1%
How did you hear about this survey? (Select all that apply.)	The City's website	20%
	The City's social media (Facebook, Twitter, Instagram, etc.)	14%
	Received an email from the City	70%
	In a City newsletter or utility bill	11%
	Received a postcard or letter from the City	9%
	Nextdoor	11%
	In my Facebook feed	7%
	Saw it on a video of a public meeting or at a meeting I attended	2%
	Saw it on the City's cable channel	0%

How did you hear about this survey? (Select all that apply.)		
Saw a flyer or poster about it		0%
Heard about it from a family member, friend or neighbor		4%
Heard about it from a business or social organization in my community		1%
Polco's weekly email		1%
Other		3%



February 2022

Dear City of American Canyon Resident:

Please help us shape the future of American Canyon! You have been selected at random to participate in the 2022 American Canyon Community Survey. **If you have already completed the survey online, thank you. Please do not respond twice.**

Please take a few minutes to fill out the enclosed survey. Your participation in this survey is very important – especially since your household is one of only a small number of households being surveyed. Your feedback will help American Canyon make decisions that affect our City.

**A few things to remember:**

- **Your responses are confidential and no identifying information will be shared.**
- In order to hear from a diverse group of residents, the adult 18 years or older in your household who most recently had a birthday should complete this survey.
- **You may return the survey by mail in the enclosed postage-paid envelope, or you can complete the survey online at:**

<https://polco.us/placeholder>

**Please do not share your survey link.** This survey is for randomly selected households only. The City will conduct a separate survey that is open to all residents just a few weeks from now.

If you have any questions about the survey please call 707-647-5355. Thank you for your time and participation!

Sincerely,

Estimado Residente de la Ciudad de American Canyon:

¡Por favor ayúdenos a moldear el futuro de American Canyon! Usted ha sido seleccionado al azar para participar en la Encuesta de la Comunidad de American Canyon del 2022. **Si ya completó la encuesta en línea, gracias. Por favor no responda dos veces.**

Por favor tome unos minutos para completar la encuesta adjunta; si usted preferiría completar la encuesta en español, por favor siga las instrucciones abajo para acceder a la encuesta en español por medio de la red. Su participación en esta encuesta es muy importante – especialmente porque su hogar es uno de solamente un número pequeño de hogares que se están encuestando. Sus observaciones le ayudarán a American Canyon tomar decisiones que afectarán a nuestra Ciudad.

**Algunas cosas para recordar:**

- **Sus respuestas son confidenciales y no se compartirá ninguna información de identificación.**
- Para poder escuchar a un grupo diverso de residentes, el adulto de 18 años o más en su hogar que haya celebrado su cumpleaños más recientemente debe completar esta encuesta.
- **Puede devolver la encuesta por correo en el sobre pre-pagado adjunto, o puede completar la encuesta en línea en español en:**

<https://polco.us/placeholder>

**Por favor no comparta el enlace de su encuesta.** Esta encuesta es solamente para hogares seleccionados al azar. La Ciudad conducirá una encuesta separada que está abierta a todos los residentes dentro de unas semanas.

Si tiene alguna pregunta sobre la encuesta por favor llame al 707-647-5355. ¡Gracias por su tiempo y participación!

Atentamente,

Jason B. Holley  
City Manager/Administrador de la Ciudad/Tagapamahala ng Lungsod

Minamahal na Residente ng Lungsod ng American Canyon:

Mangyaring tulungan kaming hugisin ang kinabukasan ng American Canyon! Ikaw ay pasumalang napili na lumahok sa 2022 Pagsisiyasat ng Komunidad ng American Canyon. **Kung nakumpleto mo na ang pagsisiyasat online, salamat. Mangyaring huwag sumagot nang dalawang beses.**

Mangyaring maglaan ng ilang minuto upang punan ang kalakip na pagsisiyasat. Ang iyong paglahok sa pagsisiyasat na ito ay mahalagang-mahalaga - lalo na't ang iyong sambahayan ay isa lamang sa maliit na bilang sa sinusuri. Ang iyong feedback ay makakatulong sa American Canyon na gumawa ng mga desisyon na makakaapekto sa ating lungsod.

**Ilang bagay na dapat tandaan:**

- **Kumpidensyal ang iyong mga sagot at walang impormasyon na pagkakakilanlan ang ibabahagi.**
- Para makarinig mula sa iba't ibang grupo ng mga residente, ang adultog 18 taong gulang o mas matanda sa iyong sambahayan na pinakahuling nagkaroon ng kaarawan ay dapat magkumpleto ng pagsisiyasat na ito.
- **Maaari mong ibalik ang pagsisiyasat sa koreo sa nakapaloob na sobrang bayad ang selyo, o maaari mong kumpletuhin ang pagsisiyasat online sa:**

<https://polco.us/xxplaceholder>

**Mangyaring huwag ibahagi ang iyong link ng pagsisiyasat.** Ang pagsisiyasat na ito ay para sa mga pasumalang napiling mga sambahayan lamang. Ang lungsod ay magsasagawa ng isang hiwalay na pagsisiyasat na bukas sa lahat ng residente ilang lingo lamang mula ngayon.

Kapag mayroon kang mga tanong tungkol sa pagsisiyasat, maaaring tumawag sa 707-647-5355.

Salamat sa iyong oras at paglalahok!

Taos-puso,

Dear American Canyon Resident,

It won't take much of your time to make a big difference!

Your household has been randomly selected to participate in the 2022 American Canyon Community Survey. You can go online and complete the **confidential survey** at:

<https://polco.us/placeholder>

**Please do not share your survey link.** This survey is for randomly selected households only. The City will conduct a separate survey that is open to all residents just a few weeks from now.

If you have any questions about the survey, please call 707-647-5355.

Thank you for helping create a better City!

Sincerely,



Estimado Residente de American Canyon,

iNo le tomará mucho de su tiempo para marcar una gran diferencia!

Su hogar ha sido elegido al azar para participar en Encuesta de la Comunidad del 2022 de American Canyon. Puede completar la **encuesta confidencial** en línea en español en:

<https://polco.us/placeholder>

**Por favor no comparta el enlace de su encuesta.** Esta encuesta es solamente para hogares seleccionados al azar. La Ciudad conducirá una encuesta separada que está abierta a todos los residentes dentro de unas semanas.

Si tiene alguna pregunta sobre la encuesta, por favor llame al 707-647-5355.

iGracias por ayudar a crear una Ciudad mejor!

Atentamente,

Jason B. Holley  
City Manager/Administrador de la Ciudad/Tagapamahala ng Lungsod

Minamahal na Residente ng American Canyon,

Hindi aabutin ng maraming oras mo para makagawa ng malaking pagkakaiba!

Ang iyong sambahayan ay pasumalang napili na lumahok sa 2022 Pagsisiyasat ng Komunidad ng American Canyon. Maari kang pumunta online at kumpletuhin ang **kumpidensyal na pagsisiyasat** sa:

<https://polco.us/xxplaceholder>

**Mangyaring huwag ibahagi ang iyong link ng pagsisiyasat.** Ang pagsisiyasat na ito ay para sa mga pasumalang napiling mga sambahayan lamang. Ang lungsod ay magsasagawa ng isang hiwalay na pagsisiyasat na bukas para sa lahat ng residente ilang lingo lamang mula ngayon.

Kapag mayroon kang mga tanong tungkol sa pagsisiyasat, maaaring tumawag sa 707-647-5355.

Salamat sa pagtulong sa paglikha ng isang mas mahusay na lungsod!

Taos-puso,

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City Manager/Administrador de la Ciudad/Tagapamahala ng Lungsod

Minamahal na Residente ng American Canyon,

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Ang iyong sambahayan ay pasumalang napili na lumahok sa 2022 Pagsisiyasat ng Komunidad ng American Canyon. Maari kang pumunta online at kumpletuhin ang **kumpidensyal na pagsisiyasat** sa:

<https://polco.us/xxplaceholder>

**Mangyaring huwag ibahagi ang iyong link ng pagsisiyasat.** Ang pagsisiyasat na ito ay para sa mga pasumalang napiling mga sambahayan lamang. Ang lungsod ay magsasagawa ng isang hiwalay na pagsisiyasat na bukas para sa lahat ng residente ilang lingo lamang mula ngayon.

Kapag mayroon kang mga tanong tungkol sa pagsisiyasat, maaaring tumawag sa 707-647-5355.

Salamat sa pagtulong sa paglikha ng isang mas mahusay na lungsod!

Taos-puso,

# The City of American Canyon 2022 Community Survey

Please complete this survey if you are the adult (age 18 or older) in the household who most recently had a birthday (the year of birth does not matter). Your responses are confidential and no identifying information will be shared.

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

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

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

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall economic health of American Canyon.....	1	2	3	4	5
Overall quality of the transportation system (auto, bicycle, foot, bus) in American Canyon.....	1	2	3	4	5
Overall design or layout of American Canyon's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.).....	1	2	3	4	5
Overall quality of the utility infrastructure in American Canyon (water, sewer, storm water, electric, gas).....	1	2	3	4	5
Overall feeling of safety in American Canyon.....	1	2	3	4	5
Overall quality of natural environment in American Canyon.....	1	2	3	4	5
Overall quality of parks and recreation opportunities.....	1	2	3	4	5
Overall health and wellness opportunities in American Canyon.....	1	2	3	4	5
Overall opportunities for education, culture, and the arts.....	1	2	3	4	5
Residents' connection and engagement with their community.....	1	2	3	4	5

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

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

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

	<u>Very safe</u>	<u>Somewhat safe</u>	<u>Neither safe nor unsafe</u>	<u>Somewhat unsafe</u>	<u>Very unsafe</u>	<u>Don't know</u>
In your neighborhood during the day.....	1	2	3	4	5	6
In American Canyon's downtown/commercial area during the day.....	1	2	3	4	5	6
From property crime.....	1	2	3	4	5	6
From violent crime.....	1	2	3	4	5	6
From fire, flood, or other natural disaster.....	1	2	3	4	5	6

## 5. Please rate the job you feel the American Canyon community does at each of the following.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Making all residents feel welcome.....	1	2	3	4	5
Attracting people from diverse backgrounds.....	1	2	3	4	5
Valuing/respecting residents from diverse backgrounds.....	1	2	3	4	5
Taking care of vulnerable residents (elderly, disabled, homeless, etc.).....	1	2	3	4	5

## 6. Please rate each of the following in the American Canyon community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall quality of business and service establishments in American Canyon.....	1	2	3	4	5
Variety of business and service establishments in American Canyon.....	1	2	3	4	5
Vibrancy of downtown/commercial area.....	1	2	3	4	5
Employment opportunities.....	1	2	3	4	5
Shopping opportunities.....	1	2	3	4	5
Cost of living in American Canyon.....	1	2	3	4	5
Overall image or reputation of American Canyon.....	1	2	3	4	5

**7. Please also rate each of the following in the American Canyon community.**

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Traffic flow on major streets.....	1	2	3	4	5
Ease of public parking.....	1	2	3	4	5
Ease of travel by car in American Canyon.....	1	2	3	4	5
Ease of travel by public transportation in American Canyon.....	1	2	3	4	5
Ease of travel by bicycle in American Canyon.....	1	2	3	4	5
Ease of walking in American Canyon.....	1	2	3	4	5
Well-planned residential growth.....	1	2	3	4	5
Well-planned commercial growth.....	1	2	3	4	5
Well-designed neighborhoods.....	1	2	3	4	5
Preservation of the historical or cultural character of the community.....	1	2	3	4	5
Public places where people want to spend time.....	1	2	3	4	5
Variety of housing options.....	1	2	3	4	5
Availability of affordable quality housing.....	1	2	3	4	5
Overall quality of new development in American Canyon.....	1	2	3	4	5
Overall appearance of American Canyon.....	1	2	3	4	5
Cleanliness of American Canyon.....	1	2	3	4	5
Water resources (beaches, lakes, ponds, riverways, etc.).....	1	2	3	4	5
Air quality.....	1	2	3	4	5
Availability of paths and walking trails.....	1	2	3	4	5
Fitness opportunities (including exercise classes and paths or trails, etc.)... ..	1	2	3	4	5
Recreational opportunities.....	1	2	3	4	5
Availability of affordable quality food.....	1	2	3	4	5
Availability of affordable quality health care.....	1	2	3	4	5
Availability of preventive health services.....	1	2	3	4	5
Availability of affordable quality mental health care.....	1	2	3	4	5
Opportunities to attend cultural/arts/music activities.....	1	2	3	4	5
Community support for the arts.....	1	2	3	4	5
Availability of affordable quality childcare/preschool.....	1	2	3	4	5
K-12 education.....	1	2	3	4	5
Adult educational opportunities.....	1	2	3	4	5
Sense of civic/community pride.....	1	2	3	4	5
Neighborliness of residents in American Canyon.....	1	2	3	4	5
Opportunities to participate in social events and activities.....	1	2	3	4	5
Opportunities to attend special events and festivals.....	1	2	3	4	5
Opportunities to volunteer.....	1	2	3	4	5
Opportunities to participate in community matters.....	1	2	3	4	5
Openness and acceptance of the community toward people of diverse backgrounds.....	1	2	3	4	5

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

	<u>No</u>	<u>Yes</u>
Contacted the City of American Canyon (in-person, phone, email, or web) for help or information.....	1	2
Contacted American Canyon elected officials (in-person, phone, email, or web) to express your opinion.....	1	2
Attended a local public meeting (of local elected officials like City Council or County Supervisors, advisory boards, town halls, etc.).....	1	2
Watched (online or on television) a local public meeting.....	1	2
Volunteered your time to some group/activity in American Canyon.....	1	2
Campaigned or advocated for a local issue, cause, or candidate.....	1	2
Voted in your most recent local election.....	1	2
Used public transportation instead of driving.....	1	2
Carpooled with other adults or children instead of driving alone.....	1	2
Walked or biked instead of driving.....	1	2

# The City of American Canyon 2022 Community Survey

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

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

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

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The value of services for the taxes paid to American Canyon.....	1	2	3	4	5
The overall direction that American Canyon is taking.....	1	2	3	4	5
The job American Canyon government does at welcoming resident involvement.....	1	2	3	4	5
Overall confidence in American Canyon government.....	1	2	3	4	5
Generally acting in the best interest of the community.....	1	2	3	4	5
Being honest.....	1	2	3	4	5
Being open and transparent to the public.....	1	2	3	4	5
Informing residents about issues facing the community.....	1	2	3	4	5
Treating all residents fairly.....	1	2	3	4	5
Treating residents with respect.....	1	2	3	4	5

**11. Overall, how would you rate the quality of the services provided by each of the following?**

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The City of American Canyon .....	1	2	3	4	5
The Federal Government.....	1	2	3	4	5

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

	<u>Essential</u>	<u>Very important</u>	<u>Somewhat important</u>	<u>Not at all important</u>
Overall economic health of American Canyon .....	1	2	3	4
Overall quality of the transportation system (auto, bicycle, foot, bus) in American Canyon .....	1	2	3	4
Overall design or layout of American Canyon's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.) .....	1	2	3	4
Overall quality of the utility infrastructure in American Canyon (water, sewer, storm water, electric, gas).....	1	2	3	4
Overall feeling of safety in American Canyon.....	1	2	3	4
Overall quality of natural environment in American Canyon.....	1	2	3	4
Overall quality of parks and recreation opportunities.....	1	2	3	4
Overall health and wellness opportunities in American Canyon.....	1	2	3	4
Overall opportunities for education, culture, and the arts.....	1	2	3	4
Residents' connection and engagement with their community .....	1	2	3	4

**13. Please rate how much of a problem, if at all, the following are for your household CURRENTLY.**

	<u>Major problem</u>	<u>Moderate problem</u>	<u>Minor problem</u>	<u>Not a problem</u>	<u>Don't know</u>
Household member(s) have COVID-19 or COVID-like symptoms.....	1	2	3	4	5
Access to medical services .....	1	2	3	4	5
Access to tests and wait times for results .....	1	2	3	4	5
Feeling nervous, anxious or on edge, not being able to stop or control worrying.....	1	2	3	4	5
Having little interest or pleasure in doing things .....	1	2	3	4	5
Feeling lonely or isolated .....	1	2	3	4	5
Not knowing when pandemic will end/not feeling in control.....	1	2	3	4	5
Reduced household income.....	1	2	3	4	5
Making rent or mortgage payments .....	1	2	3	4	5
Lack of childcare/supervision .....	1	2	3	4	5
Loss of job(s), or fear of losing job .....	1	2	3	4	5

**14. How would you rate your local City's response to COVID-19 in the following categories?**

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Generally acting in the best interest of the community .....	1	2	3	4	5
Being open and transparent to the public.....	1	2	3	4	5
Informing residents about COVID-19 related issues facing the community..	1	2	3	4	5
Overall confidence in our local government's COVID-19 response .....	1	2	3	4	5

# The City of American Canyon 2022 Community Survey

Our last questions are about you and your household.  
Again, all of your responses to this survey are confidential and no identifying information will be shared.

**D1. In general, how many times do you:**

	Several times a day	Once a day	A few times a week	Every few weeks	Less often or never	Don't know
Access the internet from your home using a computer, laptop, or tablet computer .....	1	2	3	4	5	6
Access the internet from your cell phone.....	1	2	3	4	5	6
Visit social media sites such as Facebook, Twitter, Nextdoor, etc. ....	1	2	3	4	5	6
Use or check email.....	1	2	3	4	5	6
Share your opinions online.....	1	2	3	4	5	6
Shop online .....	1	2	3	4	5	6

**D2. Please rate your overall health.**

- Excellent   
  Very good   
  Good   
  Fair   
  Poor

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

**Do you think the impact will be:**

- Very positive   
  Somewhat positive   
  Neutral   
  Somewhat negative   
  Very negative

**D4. How many years have you lived in American Canyon?**

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

**D5. Which best describes the building you live in?**

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

**D6. Do you rent or own your home?**

- Rent  
 Own

**D7. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?**

- Less than \$500             \$2,000 to \$2,499  
 \$500 to \$999             \$2,500 to \$2,999  
 \$1,000 to \$1,499         \$3,000 to \$3,499  
 \$1,500 to \$1,999         \$3,500 or more

**D8. Do any children 17 or under live in your household?**

- No     Yes

**D9. Are you or any other members of your household aged 65 or older?**

- No     Yes

**D10. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)**

- Less than \$25,000     \$75,000 to \$99,999  
 \$25,000 to \$49,999     \$100,000 to \$149,999  
 \$50,000 to \$74,999     \$150,000 or more

**D11. Are you Spanish, Hispanic or Latino?**

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

**D12. What is your race? (Mark one or more races to indicate what race you consider yourself to be.)**

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

**D13. In which category is your age?**

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

**D14. What is your gender?**

- Female  
 Male  
 Identify in another way

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



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## TITLE

Engineer's Report for Citywide LLAD Fiscal Year LLAD 22-23

## RECOMMENDATION

Adopt a Resolution initiating proceedings, preliminarily approving the 2022/23 Annual Engineer's Report, declaring the intention to levy and collect annual assessments, and setting the Public Hearing for consideration of the American Canyon Landscaping and Lighting Assessment District assessments for Fiscal Year 2022/23 for June 21, 2022, at 6:30 p.m. in the Council Chambers.

## CONTACT

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

## BACKGROUND & ANALYSIS

This item for Council's consideration regarding the American Canyon Landscaping and Lighting Assessment District (LLAD). Harris & Associates is the Assessment Engineer for the American Canyon LLAD. In that role, they have prepared the 2022/23 Annual Engineer's Report.

The annual filing of an Engineer's Report is required by the Landscaping & Lighting Act of 1972.

Proposed adjustments to the annual assessments are described below. The complete FY 2022/23 Engineer's Report is shown in Attachment 1, Exhibit A. In addition to the report, City staff sent out an informational flier and online survey to all residents in Zones 1 and 2 to gain feedback on the LLAD. In addition to the December mailer, two informational in-person park pop-ups were held in April 2022.

Staff is requesting City Council to initiate proceedings, preliminarily approve the 2022/23 Annual Engineer's Report, declare the intention to levy and collect assessments, and set the Public Hearing for consideration of the American Canyon Landscaping and Lighting Assessment District assessments for Fiscal Year 2022/23 for June 21, 2022, at 6:30 p.m. in the Council Chambers.

The American Canyon LLAD is divided into three (3) zones:

- Zone 1: In January 2001, the City Council approved the formation of the LLAD. At the time, the purpose of the LLAD was to operate and maintain facilities constructed within the La Vigne subdivision. This area of the LLAD is known as Zone 1. The annual work associated with

maintaining the facilities within Zone 1 includes operation and maintenance of landscaping in public areas, pedestrian paths, the streetscape of Via Bellagio, and the park areas. Also included are the operation and maintenance of the streetlights within the neighborhood.

- Zone 2: Zone 2 encompasses the Vintage Ranch subdivision and includes operation and maintenance of parks, environmentally sensitive areas, bike trails, streetscape, water basins, fencing, walls, street lighting, and a portion of traffic signals within the subdivision.
- Zone 3: Zone 3 encompasses the Napa Junction mixed-use development consisting of phases I, II & III which includes the operation and maintenance of landscaping, streetscape, bikeways, water basins, park areas, fencing, street lighting and a portion of traffic signals serving the development. It also includes mowing the frontage along Highway 29 between Rio Del Mar and Napa Junction Road.

Assessment Methodology:

The Report includes a description of each zone in the LLAD, any proposed changes to the zones, the opposed costs to operate and maintain the improvements, the method of apportionment (spread) of the assessments, the assessment roll for all parcels, and the assessment diagrams (maps). As mentioned above, there will be no annexations to the LLAD this fiscal year.

Assessment Calculation:

The activities described in the report are paid for by assessments on parcels that derive special benefit from the amenities located within the LLAD. The assessments are updated annually in order account for changes in maintenance budgets and changes in development patterns. Staff has verified the proposed FY 2022/23 assessments do not exceed the maximum assessment allowed. The table below illustrates all of the proposed FY 2022/23 assessments:

Zone	Actual 20/21 Assessment	Actual 21/22 Assessment	Proposed 22/23 Assessment	Maximum 22/23 Assessment
1	\$400.00	\$400.00	<b>\$400.00</b>	\$646.31
2	\$302.42	\$302.42	<b>\$302.42</b>	\$990.70
3	\$1,022.01/acre (\$207.56/unit)	\$1,022.01/acre (\$207.56/unit)	<b>\$1,022.01/acre (\$207.56/unit)</b>	\$2,185.54/acre (\$362.34/unit)

Zone 1

The proposed assessment remains the same as FY 21/22. The La Vigne subdivision is more than 15 years old and many facilities within it require repair and replacement and funds that will need to be accumulated to account for those additional costs. Staff has included \$36,000 in funding in the Fiscal Year 2022/23 budget for the replacement of playground equipment in Via Bellagio Park.

Zone 2

The proposed assessment remains the same as FY 21/22. Parts of the subdivision are ten years old and many facilities are approaching the end of their useful life.

Zone 3

The proposed assessment remains the same as FY 21/22. The budget is based on current landscaping contracts, expected increases in landscaping contracts based on preliminary bids, historical cost review, and professional estimates of labor efforts required to maintain the facilities.

All Zones

A Capital Reserve and Replacement study was completed during the 2020-21 fiscal year to identify the increased services to be provided and to determine the annual costs to be assessed to the property owners. In preparation for those increased service levels, the assessment will need to be increased at some point in the future, but it is proposed that there be no increase for 2022-23. The Capital Reserve and Replacement study mentioned above will also be used to project future assessments for the Zone, and funds will need to be accumulated to account for those additional costs. Funds have been included in the in the FY 2022-23 budget for on-site inspections to identify and assist in prioritizing the improvements in most need of replacement. The costs have been spread pro-rata, to each of the three Zones.

**FISCAL IMPACT**

There is no General Fund impact by this action. All costs associated with the annual proceedings and the operation, maintenance, and administration of the Assessment District improvements are recovered from the assessments levied and collected on the parcels within each zone.

The total proposed Assessment District budget for FY 22/23 for all three Zones is as follows:

	As Preliminarily Filed with City
Zone 1 Budget	\$189,484
Zone 2 Budget	\$263,686
Zone 3 Budget	\$81,444
Operating Reserve Contributions	\$114,958
Capital Reserve Contributions	(\$37,416)
Balance to Assessment	\$189,484

A more detailed budget for each zone showing the prior year's expenses and projections for the next two fiscal years is shown in the attached Engineer’s Report for FY 22/23. This is done to provide each zone’s property owners with information on trends and potential upcoming expenses, including planned capital expenditures.

**ENVIRONMENTAL REVIEW**

The use or change of property assessments as a funding mechanism for the operations and maintenance of landscaping and lighting systems is not a project as defined in Section 15378(b)(4) of the California Environmental Quality Act guidelines.

**ATTACHMENTS:**

1. Resolution LLAD FY 22/23
2. Exhibit A LLAD FY22/23 Preliminary Engineers Report

**RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON INITIATING PROCEEDINGS, PRELIMINARILY APPROVING THE 2022/23 ANNUAL ENGINEER’S REPORT, DECLARING THE INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS, AND SETTING THE PUBLIC HEARING FOR CONSIDERATION OF THE AMERICAN CANYON LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT ASSESSMENTS FOR FISCAL YEAR 2022/23 FOR JUNE 21, 2022, AT 6:30 P.M. IN THE COUNCIL CHAMBERS**

**WHEREAS**, the American Canyon City Council has, by previous resolutions, formed and levied annual assessments for a special maintenance district pursuant to the terms of the “Landscaping and Lighting Act of 1972” (the “1972 Act”), being Division 15, Part 2 of the Streets and Highways Code of the State of California (commencing with Section 22500). Said special maintenance district is known and designated as “The American Canyon Consolidated Landscape and Lighting Assessment District” (the “District”). The District is comprised of several Zones which are identified below:

<b>ZONE NUMBER AND NAME</b>
Zone 1 – La Vigna
Zone 2 – Vintage Ranch
Zone 3 – Napa Junction

**WHEREAS**, the City Council has retained Harris & Associates for the purpose of assisting with the annual levy of the District and to prepare and file with the City Clerk, an Annual Assessment Report (the “Report”) for the District in accordance with the 1972 Act; and

**WHEREAS**, there has now been presented to this City Council the Report as required by the 1972 Act; and,

**WHEREAS**, the City Council has carefully examined and reviewed the Report as presented and is preliminarily satisfied with the District, each of the budget items and documents therein, and is satisfied that the assessment amounts, on a preliminary basis, have been spread to the assessable parcels in accordance with the special benefit received from the improvements and services provided.

**NOW, THEREFORE**, the City Council of the City of American Canyon City Council does resolve as follows:

1. That the above recitals are true and correct.
2. Annual Assessment Report: The City hereby orders Harris & Associates to prepare and file with the City Clerk, the Report concerning the annual levy and collection of assessments for the District. Said levy and collection shall be for the fiscal year commencing July, 1, 2022 and ending June 30, 2023 in accordance with *Chapter 3, Section 22622* of the 1972 Act. The Report details the improvements, any substantial changes to the improvements, the annual budgets for each Zone and the proposed assessment amounts for each parcel.
3. Proposed Improvements: The improvements within the District may include, but are not limited to: turf, shrubs, plants and trees, parks, landscaping, street lighting, irrigation and drainage systems, graffiti removal, pedestrian walkways, landscape lighting, masonry walls, and associated appurtenances within the public rights-of-way or specific easements. Services provided include

all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous and/or satisfactory operating condition. The specific improvements within each Zone are detailed in the Report.

4. Intention: The City Council hereby declares its intention to seek the annual levy and collection of assessments within the District pursuant to the 1972 Act, in order to pay for the costs of maintaining and servicing the above referenced improvements. The City Council finds that the public's best interests will be served by such levy and collection.
5. Public Hearing: The City Council hereby declares its intention to conduct a Public Hearing annually concerning the levy of assessments for the Districts in accordance with Chapter 3, Section 22626 of the 1972 Act.
6. Notice: The City Council shall give notice of the time and place of the Public Hearing to all property owners within the District by causing the publishing of this Resolution once in the local newspaper not less than ten (10) days before the date of the Public Hearing and by posting a copy of this Resolution on the official bulletin board customarily used by the City for the posting of notices. Any interested person may file a written protest with the City Clerk prior to the conclusion of the Public Hearing or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection and a protest by a property owner shall contain a description sufficient to identify the property owned by such property owner. All interested persons shall be afforded the opportunity to hear and be heard.
7. Notice of Public Hearing: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on the 21<sup>st</sup> day of June, 2022 at 6:30 p.m. at the City Council Chambers, located at 4381 Broadway Street, American Canyon.
8. The City Clerk shall certify to the adoption of this Resolution by the City Council and is hereby authorized and directed to give notice of said Public Hearing as provided by the 1972 Act.

**PASSED, APPROVED and ADOPTED** at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 7<sup>th</sup> day of June, 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 – City of American Canyon 2022/23 Annual Engineer’s Report



**CITY OF AMERICAN CANYON**  
**ENGINEER'S REPORT**  
**FISCAL YEAR 2022-23**  
**NAPA COUNTY, CALIFORNIA**  
**LANDSCAPE AND LIGHTING**  
**ASSESSMENT DISTRICT**

**JUNE 2022**

*PREPARED BY*

*Harris & Associates*

*1401 Willow Pass Road, Suite 500*

*Concord, CA 94520*

[www.weareharris.com](http://www.weareharris.com)

## CERTIFICATIONS

### Certifications

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached was filed with me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Taresa Geilfuss, City Clerk  
City of American Canyon, Napa County, CA

\_\_\_\_\_

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached was approved and confirmed by the City Council of the City of American Canyon, California on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Taresa Geilfuss, Acting City Clerk  
City of American Canyon, Napa County, CA

\_\_\_\_\_



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# STATEMENT OF ASSESSMENT ENGINEER'S

## Statement of Assessment Engineer

**AGENCY:** THE CITY OF AMERICAN CANYON

**PROJECT:** CITY OF AMERICAN CANYON LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT

**TO:** THE CITY COUNCIL OF THE  
CITY OF AMERICAN CANYON  
STATE OF CALIFORNIA

### ENGINEER'S REPORT FOR FISCAL YEAR 2022-23

The preparation of this Annual Engineer's Report ("Report") is in conformance with the obligation of the City Council for the American Canyon Landscape and Lighting Assessment District of the City of American Canyon to provide landscaping services upon each lot or parcel of land in the district in proportion to the estimated benefit to be received by each such lot or parcel of land for Fiscal Year 2022-23.

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 Division 15 of the Streets and Highways Code of the State of California, commencing with Section 22500) ("Act"), Article XIII D, Section 4(a) of the State of California Constitution, and in accordance with the City of American Canyon's Resolution being adopted by the City Council for:

### **CITY OF AMERICAN CANYON LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT**

(Hereinafter referred to as the "District"),

I, Alison Bouley, authorized representative of the District, the duly appointed Assessment Engineer submit the following Report which consists of the following four (4) parts and Appendices:

#### **PART I**

**Description of Improvements:** This part provides a general description of improvements proposed to be maintained in the District. Plans and specifications for the improvements are on file with the District Engineer.

#### **PART II**

**Estimate of Cost:** This part contains the cost estimate of the proposed maintenance including incidental costs and expenses for Fiscal Year 2022-23.

**PART III**

**Method of Apportionment of the Assessments:** This part describes the method of apportionment of assessments, based upon parcel classification of land within the District in proportion to the estimated special benefits to be received. The costs and expenses of the District have been assessed upon the parcels of land within the boundaries of District pursuant to the initial methodology established at the time of formation, in 2001. For particulars as to the identification of parcels, reference is made to the District Diagram.

**Appendices**

- Appendix A – Assessment Diagrams for the District
- Appendix B – Assessment Roll

In conclusion, it is my opinion that the costs and expenses of the District have been assessed to the lots and parcels within the boundaries of the District in proportion to the estimated benefits to be received by each lot or parcel from the services provided.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022

 Harris & Associates

---

Alison Bouley, P.E., Assessment Engineer  
R.C.E. No. C61383  
Engineer of Work



# **PART I – PLANS AND SPECIFICATION**

## **Plans and Specifications**

### **PURPOSE**

The purpose of this report is to set forth findings and the engineering analysis for the American Canyon Landscaping & Lighting District, City of American Canyon (City), for the subject year as directed by the City Council of the City of American Canyon (City Council), pursuant to Section 22620 of the Streets & Highways Code (Landscaping & Lighting Act of 1972) and Articles XIII C and D of the California State Constitution (Proposition 218).

### **BACKGROUND**

The American Canyon Landscaping & Lighting Assessment District (Assessment District) was formed in January 2001 to provide a dedicated source of funds to cover the costs associated with the operation and maintenance of landscaping and lighting improvements which provide a special benefit to the parcels within the La Vigne Subdivision (Zone 1). Both Proposition 218 and the Landscape and Lighting Act of 1972 require that the Engineer's Report approved at the time of formation for the District establish a method of assessment, a maximum assessment amount, and any escalation factors that will be used to allow the annual assessments to keep pace with inflation. In order to take inflation into account, the 2001 formation proceedings allowed assessments to be escalated in accordance with the All Urban Consumers (San Francisco Area) CPI from the U. S. Department of Labor, Bureau of Labor Statistics. Maximum Assessments may be increased annually by the approved inflation factor without the need to provide notices and assessment ballots to property owners within the Assessment District. However, if the City proposes increasing maximum assessments in an amount above the approved inflation factor, it must conduct an assessment balloting process in accordance with Proposition 218.

Once an Assessment District is created, it is possible to annex new zones or areas into existing zones as new subdivisions are developed and new facilities require maintenance. Since 2001, the Vintage Ranch Subdivision (Zone 2) and the Napa Junction Mixed Use Development (Zone 3) have been annexed into the Assessment District. In July of 2020, the Villages at Vintage Ranch, a 159 unit apartment complex was annexed into Zone 2. The same CPI escalator provision was also approved for these projects at the time they were annexed to the Assessment District.

The Landscaping & Lighting Act of 1972 requires that an Engineer's Report be prepared and adopted by the City Council each year, in order to levy and collect assessments in any following fiscal year. The City Council has appointed Harris & Associates as the Engineer of Work and directed the preparation and filing of this Annual Engineer's Report.

This Engineer's Report outlines the facilities to be maintained, the budgets proposed for this maintenance, and the assessments necessary to support these budgets. This Engineer's Report documents any land use changes in the zones (i.e. new subdivisions) and any proposed annexations. This Engineer's Report calculates the maximum allowable assessment for each zone based on the annual CPI escalator percentage (3.21% for 2022) and provides clear confirmation that the proposed assessments do not exceed the approved maximum including adjustments for inflation for each zone.

The table below summarizes the maximum annual assessments allowed in Zones 1, 2 and 3, including the CPI increase, and compares these to the assessments proposed to be levied and collected in Fiscal Year (FY) 2022-23. As shown, the proposed assessment within each Zone is less than the Maximum Assessment allowed, thus Proposition 218 balloting is not required in any zone.

Zone	FY 2021-22 Maximum Assessment (1)	Allowable CPI (2) Increase	FY 2022-23 Maximum Assessment	Preliminary FY 2022-23 Annual Assessment	Final FY 2022-23 Annual Assessment
Zone 1	\$626.20	\$20.11	\$646.31	\$400.00	
Zone 2	\$959.87	\$30.83	\$990.70	\$302.42	
Zone 3 - ESD	\$351.04	\$11.27	\$362.31	\$207.56	
Zone 3 - Acre	\$2,117.54	\$68.00	\$2,185.54	\$1,022.01	

Notes:

1 Refer to "FY 2021-22 Annual Engineer's Report".

2 United States Department of Labor, Bureau of Statistics, All Urban Consumers CPI (San Francisco Area), Annual average 2020 to 2021 = 3.21%.

The total proposed Assessments for FY 2022-23 for all three Zones is \$612,156. Expenses include \$529,614, with \$109,958 contributed to operating reserves and \$27,416 taken from capital reserves. No General Fund contributions are proposed.

**FACILITIES**

**ZONE 1 – LA VIGNE**

**Improvements Maintained**

Zone 1 provides for funding for the following improvements, illustrated on the Zone 1 Assessment Diagram found in Appendix A:

1. The maintenance and operation including repair, replacement, and servicing of street light standards, luminaries, wiring and appurtenances necessary to provide street lighting within Zone 1.
2. The installation, maintenance and operation to include repair, replacement and servicing of street trees, shrubs, planting and irrigation systems together with earth berms, slopes, curbs, root deflectors, decorative paving, masonry walls and concrete or wood appurtenances, all as delineated on the improvements plans for A.P.N. 059-100-006 prepared by Carlson, Barbee & Gibson, Inc. dated June 1, 1999 or as specified in the City of American Canyon Public Works Department, Engineering Division Standard Details and Specifications. Specifically this work includes the following:



- Along the entire north side of Parcel A: landscaping and the public walkway adjacent to the creek running through La Vigne subdivision.
- Parcel B: landscape right-of-way area along east side of Flosden Road including the median area directly adjacent to parcel B; landscape and park area north of Parcel A and south of the north Via Bellagio entry including the entry monument and the median area in Via Bellagio and special amenities.
- Parcel C: landscape right-of-way area along east side of Flosden Road including the median area directly adjacent to Parcel C; landscaping and detention basin including entry monument and special amenities and the median area within Via Bellagio.
- Parcel D: landscape right-of-way area along east side of Flosden Road, including the median area directly adjacent to Parcel D; landscaping and sound wall west of Parcel J including entry monument and special amenities.
- Parcel E: landscape right-of-way area along east side of Flosden Road including the median area directly adjacent to Parcel E and right-of-way area along south side of American Canyon Road to Via Firenze; median landscape areas within Via Firenze at the intersection of American Canyon Road, landscaping and sound wall north and west of La Vigne Unit 1 including entry monuments and special amenities.
- Parcel F: landscape right-of-way area along south side of American Canyon Road to the wetlands restoration area, asphalt and DG trail, sound wall and landscape area north of Parcel F, entry monuments, and special amenities.
- Parcel G: Asphalt trail extending from Parcel F to southern subdivision boundary.
- Parcel H: special amenities and landscape within park site, "Via Bellagio Park".
- Parcel K: special amenities and landscape within park site, "Pelleria Park".
- Via Bellagio including the entire length of the landscape right-of-way area from back of curb to face of sidewalk including ancillary medians that intersect Via Bellagio from adjoining parcels and neighborhoods. Entry monuments are not included as they are noted in other parcel descriptions.

Prior to the (FY 2013-14) Engineer's Report, property owners within Zone 1 believed that there had been inconsistent information regarding Zone 1's responsibility of funding the maintenance of certain improvements located within parcels A, F, & G, or portions thereof.

In an attempt to provide clarity and finality to the issue, City Staff in collaboration with the City Attorney, performed an exhaustive records search of a variety of documentation regarding the specific improvements to be maintained by the District and the financial obligations of property owners within Zone 1 of the LLAD. Several property owners within Zone 1 did not agree with the findings made by the City Attorney as to the maintenance funding responsibilities for certain improvements located within parcels A, F, & G. With the desire to provide closure to this issue, the City and Zone 1 property owners agreed to have a mutually agreed upon neutral third party (William Abbott of Abbott & Kindermann, LLP) review the documents and the findings of the City Attorney.



Because the funding responsibility for certain improvements located within parcels A, F, & G were in dispute, no funds were included in the Zone 1 budget for FY 2013-14 for the maintenance of the disputed facilities by the District.

A memorandum was issued by Mr. Abbott dated December 3, 2013 that summarized the background and issues he was tasked to evaluate and make findings on. The memo concluded that “the documentation in 2001 supports the City’s interpretation that maintenance of the trails on parcels A, F, and G were included within the purposes of the district assessment in 2001.” Based on these findings, this report and all future engineers’ reports will include the necessary improvements associated with parcels A, F, and G, and the corresponding budget line items for maintenance and/or replacement.

The assessments collected in the Zone may also fund any and all incidental expenses in connection therewith, all as more particularly authorized pursuant to the Landscaping and Lighting Act.

**Property Assessed**

Zone 1 is built out and no new annexations are proposed for FY 2022-23. Zone 1 has 466.0 Equivalent Single Family Dwelling (ESD) units, the same as last year.

**Proposed Budgets**

All Zone 1 improvements have been completed and accepted. The total proposed Zone 1 budget (Total Expenses) for FY 2022-23 is \$189,484. This budget is based on current landscaping contracts, expected increases in landscaping contracts based on preliminary bids, historical cost review, and professional estimates of labor efforts required to maintain the facilities. The proposed funding will be \$186,400 from FY 2022-23 assessments, and \$3,084.00 from available reserves. No general fund contributions are proposed.

A Capital Reserve and Replacement study was completed during the 2020-21 fiscal year to identify the increased services to be provided and to determine the annual costs to be assessed to the property owners. In preparation for those increased service levels, the assessment will need to be increased at some point in the future, but it is proposed that there be no increase for 2022-32. The Capital Reserve and Replacement study mentioned above will also be used to project future assessments for the Zone, and funds will need to be accumulated to account for those additional costs. Funds have been included in the in the FY 2022-23 budget for on-site inspections to identify the improvements in most need of replacement. The costs have been spread pro-rata, to each of the three Zones.

Staff has also included \$36,000 in funding in the Fiscal Year 2022/23 budget for the replacement of playground equipment in Via Bellagio park.

**Proposed Assessments**

The proposed Zone 1 annual assessment rate to levy and collect is proposed to be \$400.00 per ESD. The new maximum annual assessment for Zone 1 is \$646.31 per ESD including the allowed 3.21% CPI increase.



## **ZONE 2 – VINTAGE RANCH**

### **Improvements Maintained**

Zone 2 provides funding for the maintenance of landscaping, public walkways, creeks and their related improvements, creek trails, water quality basins and ponds, streetscapes, Class 1 bikeways, walls and fences, maintenance and electricity of street lighting, a portion of intersection traffic signals, and parks within Vintage Ranch. The Assessment Diagram in Appendix A illustrates the location of these improvements including:

- Silver Oak Park, “LOT A”
- Shenandoah Park, “LOT H”
- PG&E Linear Park, “LOT F”
- Environmentally sensitive areas located on Lots A, C, D, G & in setback areas and ponds <sup>1</sup>
- The Creek Trail System along the south side of the tract, north of parcel C
- Streetscapes within Vintage Ranch, including landscaped areas at the end of Farentino and the end of the Newhall right-of-way (at the dead end)
- The Class 1 Bikeway on Newell Drive
- Fence and Wall Maintenance
- Water Quality Basins 1, 2, 3 & 4
- Street Lighting
- 25% of the traffic signals at Flosden and American Canyon Road; Silver Oak and American Canyon Road, Newell and Silver Oak, and Donaldson and Highway 29

The assessments collected may also fund any and all incidental expenses in connection therewith, all as more particularly authorized pursuant to the Landscaping and Lighting Act of 1972.

### **Property Assessed**

The FY 2022-23 assessments are proposed to be levied on 860.40 ESD units, which remain unchanged from the ESD units the previous year, as this zone is fully developed. Part III provides additional discussion and findings related to the benefits provided by the zone and the parcels that receive these benefits.

In Fiscal Year 2020-21, the Villages at Vintage Ranch, a 159 unit apartment complex on the northeast corner of American Canyon Road and Highway 29, was annexed into Zone 2 of the LLAD. This annexation increased the Zone ESD by 95.40, bring the total Zone ESD to 860.40 beginning in 2020-21 as mentioned above.

In addition to the On-site Inspection to be performed in FY 2022/23, additional funding has been included to provide an estimate for landscaping improvements along Newell Drive. Once an estimate has been received, the project can be designed and implemented. The project may not be completed until Fiscal Year 2023/24.

### **Proposed Budgets**

The total proposed Zone 2 budget (Total Expenses) for FY 2022-23 is \$268,686. This budget is based on current landscaping contracts and expected increases based on preliminary bids, historical cost review, and professional estimates of labor efforts required to maintain the facilities.



The proposed funding will be \$260,202 from FY 2022-23 assessments, and \$8,483.00 from available reserves. No general fund contributions are proposed. The proposed budget includes the full year maintenance funding for all facilities including the Environmentally Sensitive Areas.

**Proposed Assessments**

The assessment rate is not proposed to increase for FY 2022-23 based upon the estimated maintenance costs and anticipated, future capital replacement costs. The proposed Zone 2 annual assessment to levy and collect is \$302.42. The new maximum assessment is \$990.70 including the allowed 3.21% CPI increase.

**ZONE 3 – NAPA JUNCTION MIXED USE PROJECT**

**Improvements Maintained**

Zone 3 maintains landscaping, streetscape, bikeways, water basins, park areas, fencing, street lighting and traffic signals within the Napa Junction Mixed Use Project. The Assessment Diagram in Appendix A illustrates the location of these improvements specifically:

- Streetscapes
- Class 1 Bikeways
- Highway 29 Ditch (Water Quality Basin 1)
- Small Park (Water Quality Basin 3)
- Street Lighting
- 25% of the traffic signal at Eucalyptus and Highway 29
- Caltrans right-of-way maintenance along the westerly border of the zone adjacent to the Napa Junction Phase I & II commercial development
- Improvements along the north and south sides of Napa Junction Road as part of the Napa Junction III development
- Multi-Use path/utility access road along the western property line of the Napa Junction III development
- Parcel 4 – Open space and Wetlands parcel\*

A split rail fence at was installed, along with new irrigation and landscaping on the North east corner of Napa Junction Road during the 2021/22 fiscal year. The split-rail fencing replaced some older chain link fencing along Highway 29 in Zone 3.

The assessments collected may also fund any and all incidental expenses in connection therewith, all as more particularly authorized pursuant to the Landscaping and Lighting Act of 1972.



**Property Assessed**

During the annexation proceedings for Zone 3, it was determined the benefits received from certain improvements would be more equitably spread by the acreage, or portion thereof, of each parcel while the benefits received from certain other improvements would be more equitably spread by Equivalent Single Family Dwelling (ESD) units.

Zone 3 therefore, has a two-part assessment formula that includes both ESD units and Acres. The Method of Apportionment of Assessment (Part C) includes a complete description of the methodology used to calculate assessments.

The FY 2022-23 assessments are proposed to be levied on 570.92 ESD units which is the same number of units from the previous year. The FY 2022-23 assessments are proposed to be levied on 46.40 acres which is also the same number of acres from the previous year. No annexations are proposed for FY 2022-23.

A mixed use (multi-family residential/commercial) development (commonly referred to as Napa Junction III), Assessor Parcel Number (APN) 059-020-001-000 was annexed into Zone 3 during the FY 2015-16 annual assessment process. It will be a phased development with street lighting and landscaping improvements to be serviced as a part of the overall Zone 3 budget. Because there were improvements in place to maintain during FY 2016-17, these new parcels were assessed the same rate as those within Napa Junction I & II beginning in FY 2016-17.

**Proposed Budgets**

The total proposed Zone 3 budget for FY 2022-23 is \$71,444. This budget is based on current landscaping contracts, expected increases in landscaping contracts based on preliminary bids, historical cost review, and professional estimates of labor efforts required to maintain the facilities. The proposed funding will be \$165,553 from FY 2022-23 assessments and \$94,109 to reserves. No general fund contributions are proposed.

**Proposed Assessments**

The proposed annual assessment to levy and collect for each parcel within Zone 3 is \$1,022.01 per acre or portion thereof plus \$207.56 per ESD. The new maximum assessment is \$2,185.54 per acre or portion thereof and \$362.31 per ESD. The new maximum assessments include the allowed 3.21% CPI increase.

A Capital Reserve and Replacement study was completed during the 2020-21 fiscal year to identify the need for any increased services to be provided and to determine the annual costs to be assessed to the property owners in each Zone. The Capital Reserve and Replacement study was provided to the City and will be used to project future assessment amounts and replacement needs.



## PART II – COST ESTIMATE

### Cost Estimate

The attached sheets include the budgets for FY 2022-23 for all those costs associated with the operation and maintenance in Zones 1, 2, and 3 within the Assessment District. The budget format has been modified to more closely match the format of the City's Annual Budget. The total budget summary for FY 2022-23 for the Assessment District is as follows:

	As Preliminarily Filed with City	As Presented at Public Hearing
Zone 1 Budget	\$189,484	
Zone 2 Budget	\$268,686	
Zone 3 Budget	\$71,444	
Operating Reserve Contributions	\$109,958	
Capital Reserve Contributions	(\$27,416)	
Balance to Assessment	\$612,156	

The planned capital expenditures for each Zone for Fiscal Year 2022-23 are shown in the budget for each Zone and will be funded using the available Capital Reserve Funds for that Zone.

The budgets shown on the following pages for each Zone reflect the FY 2020-21 Actual Budgets, the FY 2021-22 Adjusted Budget and Estimated Year End amounts, and the Proposed Budgets for FY 2022-23. The Projected Budgets for FY 2023-24 and FY 2024-25 are also shown and are based upon the Proposed Budgets for FY 2022-23 with a projected cost increase of 2% per year where applicable. The year to date FY 2021-22 expenditures are available on the City's web-site or the City's Finance Division.

The budgets for each Zone also show the estimated fund balance (unrestricted, or Operating Reserve and restricted, or Capital Reserve) for the zone. Also shown for each Zone, is the Maximum Allowable Assessment based upon the annual change the Consumer Price Index as approved at the time the Assessment District was formed, the recommended Assessments for FY 2022-23, and the level of assessment that would be required to fully fund the Assessment District if funds from the reserve fund(s) were not used/available to reduce the total amount which needed to be levied.



LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT						
ZONE 1 - LA VIGNE SUBDIVISION						
FY 2022-23 BUDGET						
	Actual	Adjusted	Estimated YE	Proposed	Projected	Projected
	2020-21	Budget	2021-22	Budget	Budget	Budget
		2021-22	2021-22	2022-23	2023-24 <sup>1</sup>	2024-25 <sup>1</sup>
<b>MAINTENANCE COSTS</b>						
General Repairs & Maintenance (Code 261-85-430-42310)	\$ 39,905	\$ 65,000	\$ 65,000	\$ 71,000	\$ 72,420	\$ 73,868
Annual Maintenance Contract	\$ 40,000	\$ 54,000	\$ 54,000	\$ 50,000	\$ 51,000	\$ 52,020
Playground Equipment Replacement	\$ -	\$ -	\$ -	\$ 36,000	\$ -	\$ -
On-Site Inspection/Assessment of Facilities	\$ -	\$ -	\$ -	\$ 3,545	\$ -	\$ -
Playground Surface Maintenance	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Open Space Fire Break	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DG Pathway Repairs	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -
Wood and Wire Fence Repairs	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -
Replacement Plantings	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
Utilities - Electric (Code 261-85-430-43210)	\$ 17,210	\$ 21,265	\$ 20,580	\$ 17,465	\$ 17,810	\$ 18,170
Utilities - Water (Code 261-85-430-43230)	\$ 30,000	\$ 55,000	\$ 55,000	\$ 44,739	\$ 45,634	\$ 46,546
<b>SUBTOTAL MAINTENANCE COSTS</b>	<b>\$ 87,115</b>	<b>\$ 141,265</b>	<b>\$ 140,580</b>	<b>\$ 172,749</b>	<b>\$ 135,864</b>	<b>\$ 138,585</b>
<b>CAPITAL PROJECT/REPAIRS COSTS</b>						
Recycled Water Conversion-Infrastructure Prep. (Code 261-85-430-42310)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Refresh Flosden Road South Landscaping	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>SUBTOTAL CAPITAL PROJECT COSTS</b>	<b>\$ -</b>	<b>\$ -</b>				
<b>RESERVE CONTRIBUTIONS</b>						
Capital Reserve Contribution (Code XFER TO RESERVE)	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
<b>SUBTOTAL RESERVE COSTS</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>				
<b>DISTRICT EXPENSES</b>						
Engineering Contract Services (Code 261-85-430-42130 & 42190)	\$ 6,502	\$ 6,502	\$ 6,502	\$ 6,502	\$ 6,502	\$ 6,502
Inspection/Contract Documents/LLAD Administration (Code 261-85-430-48115)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Napa County Auditor Charges (Code 261-85-430-42290)	\$ 233	\$ 233	\$ 233	\$ 233	\$ 233	\$ 233
<b>SUBTOTAL DISTRICT EXPENSES</b>	<b>\$ 6,735</b>	<b>\$ 6,735</b>				
<b>TOTAL EXPENSES</b>	<b>\$ 103,850</b>	<b>\$ 158,000</b>	<b>\$ 157,315</b>	<b>\$ 189,484</b>	<b>\$ 152,599</b>	<b>\$ 155,320</b>
<b>Collections/(Credits) Applied to Levy</b>						
Unrestricted/Operating Reserve Collection/(Transfer)	\$ 82,550	\$ 28,400	\$ 29,085	\$ (3,084)	\$ 37,529	\$ 38,611
Capital Improvement Fund Collection/(Transfer)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Fund Loan Repayment/(Advance)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Revenues/(General Fund Contributions)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL ADJUSTMENTS</b>	<b>\$ 82,550</b>	<b>\$ 28,400</b>	<b>\$ 29,085</b>	<b>\$ (3,084)</b>	<b>\$ 37,529</b>	<b>\$ 38,611</b>
<b>Balance to Levy (Budgeted)</b>	<b>\$ 186,400</b>	<b>\$ 186,400</b>	<b>\$ 186,400</b>	<b>\$ 186,400</b>	<b>\$ 190,128</b>	<b>\$ 193,931</b>
<b>Applied Charge</b>	<b>\$ 186,400</b>	<b>\$ 186,400</b>	<b>\$ 186,400</b>	<b>\$ 186,400</b>	<b>\$ 190,128</b>	<b>\$ 193,931</b>
<b>FUND BALANCE INFORMATION</b>						
Est. Unrestricted/Operating Reserve Fund Balance 7/1	\$ 21,124	\$ 103,674	\$ 132,074	\$ 161,159	\$ 158,075	\$ 195,604
Reserve Fund Adjustments	\$ 82,550	\$ 28,400	\$ 29,085	\$ (3,084)	\$ 37,529	\$ 38,611
Prior/Penalties/Public Damage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Projected Unrestricted/Operating Reserve Balance end of year 6/30	\$ 103,674	\$ 132,074	\$ 161,159	\$ 158,075	\$ 195,604	\$ 234,215
Est. Restricted/Capital Reserve Fund Balance 7/1	\$ 66,994	\$ 76,994	\$ 86,994	\$ 96,994	\$ 106,994	\$ 116,994
Contributions	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Reserve Fund Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Projected Restricted/Capital Reserve Balance end of year 6/30	\$ 76,994	\$ 86,994	\$ 96,994	\$ 106,994	\$ 116,994	\$ 126,994
<b>Transfer/(Contribution) from Unrestricted Operating Reserves</b>	<b>\$ 82,550</b>	<b>\$ 28,400</b>	<b>\$ 29,085</b>	<b>\$ (3,084)</b>	<b>\$ 37,529</b>	<b>\$ 38,611</b>
<b>Transfer/(Contribution) from Capital Reserves</b>	<b>\$ -</b>	<b>\$ -</b>				
<b>BALANCE TO ASSESSMENT</b>	<b>\$ 186,400</b>	<b>\$ 186,400</b>	<b>\$ 186,400</b>	<b>\$ 186,400</b>	<b>\$ 190,128</b>	<b>\$ 193,931</b>
Total Revenue at Maximum Rate	\$ 286,870	\$ 291,809	\$ 291,809	\$ 301,180	\$ 307,204	\$ 313,348
Variance above/(below) Maximum Revenue	\$ (100,470)	\$ (105,409)	\$ (105,409)	\$ (114,780)	\$ (117,076)	\$ (119,418)
<b>Maximum Allowable Assessment</b>	<b>\$ 615.60</b>	<b>\$ 626.20</b>	<b>\$ 626.20</b>	<b>\$ 646.31</b>	<b>\$ 659.24</b>	<b>\$ 672.42</b>
<b>Assessment to Fully Fund Maintenance Costs and Reserve Contributions</b>	<b>\$ 244.31</b>	<b>\$ 360.52</b>	<b>\$ 359.05</b>	<b>\$ 428.08</b>	<b>\$ 348.92</b>	<b>\$ 354.76</b>
<b>Actual/Proposed Assessment</b>	<b>\$ 400.00</b>	<b>\$ 400.00</b>	<b>\$ 400.00</b>	<b>\$ 400.00</b>	<b>\$ 408.00</b>	<b>\$ 416.16</b>

<sup>1</sup> Future Year Budgets assumes 2% increase



LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT ZONE 2 VINTAGE RANCH SUBDIVISION FY 2022-23 BUDGET						
	Actual 2020-21	Adjusted Budget 2021-22	Estimated YE 2021-22	Proposed Budget 2022-23	Projected Budget 2023-24 <sup>1</sup>	Projected Budget 2024-25 <sup>1</sup>
<b>MAINTENANCE COSTS</b>						
General Repairs & Maintenance (Code 262-85-430-42310 & 43115)	\$ 127,308	\$ 124,855	\$ 138,000	\$ 138,000	\$ 140,760	\$ 143,575
Annual Maintenance Contract	\$ 118,308	\$ 115,855	\$ 124,000	\$ 124,000	\$ 124,000	\$ 124,000
NEW Village at Vintage Ranch Frontage Landscaping Maintenance	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ -
On-Site Inspection/Assessment of Facilities	\$ -	\$ -	\$ -	\$ 9,925	\$ -	\$ -
Service Portable Restrooms	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
Wood and Wire Fence Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Replace Playground Bark	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ -
Utilities - Electric (Code 262-85-430-43210)	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,500	\$ 26,010
Utilities - Water (Code 262-85-430-43230)	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,700	\$ 36,414
<b>SUBTOTAL MAINTENANCE COSTS</b>	<b>\$ 187,308</b>	<b>\$ 184,855</b>	<b>\$ 198,000</b>	<b>\$ 207,925</b>	<b>\$ 201,960</b>	<b>\$ 205,999</b>
<b>CAPITAL PROJECT/REPAIRS COSTS</b>						
Tuscan Oak/Rolling Hills Landscape Reno	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shenandoah Drive Landscape Reno	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Silver Oak Drive Landscape Reno	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shenandoah Park Landscape Reno	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair/Replace Picnic Tables-8ea. (Code 262-85-430-42310)	\$ -	\$ 7,200	\$ 3,600	\$ 3,600	\$ -	\$ -
Newell Dr. West Side ROW Renovation - \$80,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Silver Oak Picnic Cover (Code 262-85-430-42310)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Refresh landscaping at Entry Monuments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Playground Resurface @ Shenandoah (Code 262-85-430-42310)	\$ -	\$ -	\$ 24,602	\$ 23,816	\$ -	\$ -
<b>SUBTOTAL CAPITAL PROJECT COSTS</b>	<b>\$ -</b>	<b>\$ 7,200</b>	<b>\$ 28,202</b>	<b>\$ 27,416</b>	<b>\$ -</b>	<b>\$ -</b>
<b>RESERVE CONTRIBUTIONS</b>						
Capital Reserve Contribution (Code XFER TO RESERVE)	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
<b>SUBTOTAL RESERVE COSTS</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>
<b>DISTRICT EXPENSES</b>						
Engineering Contract Services (Code 262-85-430-42130 & 42190)	\$ 7,962	\$ 7,962	\$ 7,962	\$ 7,962	\$ 7,962	\$ 7,962
Inspection/Contract Documents/LLAD Administration (Code 262-85-430-48115)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Napa County Auditor Charges (Code 262-85-430-42290)	\$ 383	\$ 383	\$ 383	\$ 383	\$ 383	\$ 383
<b>SUBTOTAL DISTRICT EXPENSES</b>	<b>\$ 8,344</b>	<b>\$ 8,345</b>	<b>\$ 8,345</b>	<b>\$ 8,345</b>	<b>\$ 8,345</b>	<b>\$ 8,345</b>
<b>TOTAL EXPENSES</b>	<b>\$ 220,652</b>	<b>\$ 225,400</b>	<b>\$ 259,547</b>	<b>\$ 268,686</b>	<b>\$ 235,305</b>	<b>\$ 239,344</b>
<b>Collections/(Credits) Applied to Levy</b>						
Unrestricted/Operating Reserve Collection/(Transfer)	\$ 10,699	\$ 42,003	\$ 28,858	\$ 18,933	\$ 30,102	\$ 31,371
Capital Improvement Fund Collection/(Transfer)	\$ -	\$ (7,200)	\$ (28,202)	\$ (27,416)	\$ -	\$ -
General Fund Loan Repayment/(Advance)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Revenues/(General Fund Contributions)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL ADJUSTMENTS</b>	<b>\$ 10,699</b>	<b>\$ 34,803</b>	<b>\$ 656</b>	<b>\$ (8,483)</b>	<b>\$ 30,102</b>	<b>\$ 31,371</b>
<b>Balance to Levy (Budgeted)</b>	<b>\$ 231,351</b>	<b>\$ 260,202</b>	<b>\$ 260,202</b>	<b>\$ 260,202</b>	<b>\$ 265,406</b>	<b>\$ 270,714</b>
<b>Applied Charge</b>	\$ 231,351	\$ 260,202	\$ 260,202	\$ 260,202	\$ 265,406	\$ 270,714
<b>FUND BALANCE INFORMATION</b>						
Est. Unrestricted/Operating Reserve Fund Balance 7/1	\$ 289,960	\$ 300,659	\$ 342,662	\$ 371,520	\$ 390,452	\$ 420,554
Reserve Fund Adjustments	\$ 10,699	\$ 42,003	\$ 28,858	\$ 18,933	\$ 30,102	\$ 31,371
Prior/Penalties/Public Damage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Projected Unrestricted/Operating Reserve Balance end of year 6/30	\$ 300,659	\$ 342,662	\$ 371,520	\$ 390,452	\$ 420,554	\$ 451,925
Est. Restricted/Capital Reserve Fund Balance 7/1	\$ 549,807	\$ 574,807	\$ 592,607	\$ 589,405	\$ 586,989	\$ 611,989
Contributions	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Reserve Fund Adjustments	\$ -	\$ (7,200)	\$ (28,202)	\$ (27,416)	\$ -	\$ -
Projected Restricted/Capital Reserve Balance end of year 6/30	\$ 574,807	\$ 592,607	\$ 589,405	\$ 586,989	\$ 611,989	\$ 636,989
Transfer/(Contribution) from Unrestricted Operating Reserves	\$ 10,699	\$ 42,003	\$ 28,858	\$ 18,933	\$ 24,898	\$ 26,062
Transfer/(Contribution) from Capital Reserves	\$ -	\$ (7,200)	\$ (28,202)	\$ (27,416)	\$ -	\$ -
<b>BALANCE TO ASSESSMENT</b>	<b>\$ 231,351</b>	<b>\$ 260,202</b>	<b>\$ 260,202</b>	<b>\$ 260,202</b>	<b>\$ 260,202</b>	<b>\$ 265,406</b>
Total Revenue at Maximum Rate	\$ 721,869	\$ 825,872	\$ 825,872	\$ 852,398	\$ 869,446	\$ 886,835
Variance above/(below) Maximum Revenue	\$ (490,518)	\$ (565,670)	\$ (565,670)	\$ (592,196)	\$ (604,040)	\$ (616,121)
<b>Maximum Allowable Assessment</b>	<b>\$ 943.62</b>	<b>\$ 959.87</b>	<b>\$ 959.87</b>	<b>\$ 990.70</b>	<b>\$ 1,010.51</b>	<b>\$ 1,030.72</b>
<b>Assessment to Fully Fund Maintenance Costs and Reserve Contributions</b>	<b>\$ 321.11</b>	<b>\$ 282.66</b>	<b>\$ 297.94</b>	<b>\$ 309.47</b>	<b>\$ 302.54</b>	<b>\$ 307.23</b>
<b>Actual/Proposed Assessment</b>	<b>\$ 302.42</b>	<b>\$ 302.42</b>	<b>\$ 302.42</b>	<b>\$ 302.42</b>	<b>\$ 308.47</b>	<b>\$ 314.64</b>

<sup>1</sup> Future Year Budgets assumes 2% increase



LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT ZONE 3 - NAPA JUNCTION MIXED USE PROJECT FY 2022-23 BUDGET						
	Actual 2020-21	Adjusted Budget 2021-22	Estimated YE 2021-22	Proposed Budget 2022-23	Projected Budget 2023-24 <sup>1</sup>	Projected Budget 2024-25 <sup>1</sup>
<b>MAINTENANCE COSTS</b>						
General Repair & Maintenance (Code 263-85-430-42310)	\$ 34,960	\$ 41,800	\$ 41,800	\$ 45,874	\$ 46,791	\$ 47,727
Annual Maintenance Contract	\$ 31,960	\$ 38,800	\$ 38,800	\$ 42,374	\$ -	\$ -
On-Site Inspection/Assessment of Facilities	\$ -	\$ -	\$ -	\$ 1,530	\$ -	\$ -
Service Portable Restrooms	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,500	\$ -	\$ -
Utilities - Electric (Code 263-85-430-43210)	\$ 2,000	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,550	\$ 2,601
Utilities - Water (Code 263-85-430-43230)	\$ 3,778	\$ 4,685	\$ 4,685	\$ 8,325	\$ 8,492	\$ 8,661
<b>SUBTOTAL MAINTENANCE COSTS</b>	<b>\$ 40,738</b>	<b>\$ 48,985</b>	<b>\$ 48,985</b>	<b>\$ 58,229</b>	<b>\$ 57,833</b>	<b>\$ 58,990</b>
<b>CAPITAL PROJECT/REPAIRS COSTS</b>						
Play structure repair/replacement (Code 263-85-430-42310)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Seating wall repairs (Code 263-85-430-42310)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NJ3 Split Rail Fence Repairs	\$ -	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -
Walmart Driveway Reno	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Playground Resurface @ Main St. Park (Code 263-85-430-42310)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water and Landscaping for Phase 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Basin modifications - All remaining Phases (Code 263-85-430-42310)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>SUBTOTAL CAPITAL PROJECT COSTS</b>	<b>\$ -</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>RESERVE CONTRIBUTIONS</b>						
Capital Reserve Contribution(Code XFER TO RESERVE)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>SUBTOTAL RESERVE COSTS</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>DISTRICT EXPENSES</b>						
Engineering Contract Services (Code 263-85-430-42130 & 42190)	\$ 4,114	\$ 4,114	\$ 4,114	\$ 4,114	\$ 4,114	\$ 4,114
Other Professional Services (Code 263-85-430-42160)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inspection/Contract Documents/LLAD Administration (Code 263-85-430-48115)	\$ 9,094	\$ 9,094	\$ 9,094	\$ 9,094	\$ 9,094	\$ 9,094
Napa County Auditor Charges (Code 263-85-430-42290)	\$ 7	\$ 7	\$ 7	\$ 7	\$ 7	\$ 7
<b>SUBTOTAL DISTRICT EXPENSES</b>	<b>\$ 13,215</b>	<b>\$ 13,215</b>	<b>\$ 13,215</b>	<b>\$ 13,215</b>	<b>\$ 13,215</b>	<b>\$ 13,215</b>
<b>TOTAL EXPENSES</b>						
	<b>\$ 53,953</b>	<b>\$ 72,200</b>	<b>\$ 72,200</b>	<b>\$ 71,444</b>	<b>\$ 71,048</b>	<b>\$ 72,205</b>
<b>Collections/(Credits) Applied to Levy</b>						
Unrestricted/Operating Reserve Collection/(Transfer)	\$ 8,138	\$ 103,354	\$ 103,353	\$ 94,109	\$ 97,816	\$ 100,037
Capital Improvement Fund Collection/(Transfer)	\$ -	\$ (10,000)	\$ (10,000)	\$ -	\$ -	\$ -
General Fund Loan Repayment/(Advance)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Revenues/(General Fund Contributions)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL ADJUSTMENTS</b>	<b>\$ 8,138</b>	<b>\$ 93,354</b>	<b>\$ 93,353</b>	<b>\$ 94,109</b>	<b>\$ 97,816</b>	<b>\$ 100,037</b>
<b>Balance to Levy (Budgeted)</b>	<b>\$ 62,091</b>	<b>\$ 165,553</b>	<b>\$ 165,553</b>	<b>\$ 165,553</b>	<b>\$ 168,865</b>	<b>\$ 172,242</b>
<b>Applied Charge</b>	<b>\$ 165,553</b>	<b>\$ 165,553</b>	<b>\$ 165,553</b>	<b>\$ 165,553</b>	<b>\$ 168,865</b>	<b>\$ 172,242</b>
<b>FUND BALANCE INFORMATION</b>						
Est. Unrestricted/Operating Reserve Fund Balance 7/1	\$ 284,884	\$ 293,022	\$ 396,376	\$ 499,729	\$ 593,839	\$ 691,655
Reserve Fund Adjustments	\$ 8,138	\$ 103,354	\$ 103,353	\$ 94,109	\$ 97,816	\$ 100,037
Transfer from/(to) Restricted Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Prior/Penalties/Public Damage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Projected Unrestricted/Operating Reserve Balance end of year 6/30	\$ 293,022	\$ 396,376	\$ 499,729	\$ 593,839	\$ 691,655	\$ 791,692
Est. Restricted/Capital Reserve Fund Balance 7/1	\$ 207,211	\$ 207,211	\$ 197,211	\$ 187,211	\$ 187,211	\$ 187,211
Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserve Fund Adjustments	\$ -	\$ (10,000)	\$ (10,000)	\$ -	\$ -	\$ -
Transfer from/(to) Unrestricted Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Projected Restricted/Capital Reserve Balance end of year 6/30	\$ 207,211	\$ 197,211	\$ 187,211	\$ 187,211	\$ 187,211	\$ 187,211
<b>Transfer/(Contribution) from Unrestricted Operating Reserves</b>	<b>\$ 8,138</b>	<b>\$ 103,354</b>	<b>\$ 103,353</b>	<b>\$ 94,109</b>	<b>\$ 97,816</b>	<b>\$ 100,037</b>
<b>Transfer/(Contribution) from Capital Reserves</b>	<b>\$ -</b>	<b>\$ (10,000)</b>	<b>\$ (10,000)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>BALANCE TO ASSESSMENT</b>	<b>\$ 62,091</b>	<b>\$ 165,553</b>	<b>\$ 165,553</b>	<b>\$ 165,553</b>	<b>\$ 168,865</b>	<b>\$ 172,242</b>
Total Revenue at Maximum Rate (ESD)	\$ 197,024	\$ 200,416	\$ 200,416	\$ 206,850	\$ 210,987	\$ 215,207
Variance above/(below) Maximum Revenue (ESD)	\$ (154,306)	\$ (86,515)	\$ (86,515)	\$ (92,949)	\$ (94,808)	\$ (96,704)
Total Revenue at Maximum Rate (Acre)	\$ 95,841	\$ 97,492	\$ 97,492	\$ 100,622	\$ 102,635	\$ 104,687
Variance above/(below) Maximum Revenue (Acre)	\$ (76,469)	\$ (45,839)	\$ (45,839)	\$ (48,970)	\$ (49,949)	\$ (50,948)
<b>ESD Budget total (includes ratio of overhead costs)</b>	<b>\$ 42,719</b>	<b>\$ 113,901</b>	<b>\$ 113,901</b>	<b>\$ 113,901</b>	<b>\$ 116,179</b>	<b>\$ 118,502</b>
<b>Acreage Budget total (includes ratio of overhead costs)</b>	<b>\$ 19,372</b>	<b>\$ 51,653</b>	<b>\$ 51,653</b>	<b>\$ 51,653</b>	<b>\$ 52,686</b>	<b>\$ 53,739</b>
Estimated Number of ESD Units	570.92	570.92	570.92	570.92	570.92	570.92
Estimated assessable Acres	46.04	46.04	46.04	46.04	46.04	46.04
<b>Maximum Allowable Assessment per ESD</b>	<b>\$ 345.10</b>	<b>\$ 351.04</b>	<b>\$ 351.04</b>	<b>\$ 362.31</b>	<b>\$ 369.56</b>	<b>\$ 376.95</b>
<b>Assessment to Fully Fund Maintenance Costs and Res. Contr. per ESD</b>	<b>\$ 65.02</b>	<b>\$ 87.01</b>	<b>\$ 87.01</b>	<b>\$ 86.10</b>	<b>\$ 85.62</b>	<b>\$ 87.01</b>
<b>Actual/Proposed Assessment per ESD</b>	<b>\$ 207.56</b>	<b>\$ 207.56</b>	<b>\$ 207.56</b>	<b>\$ 207.56</b>	<b>\$ 211.71</b>	<b>\$ 215.95</b>
<b>Maximum Allowable Assessment per Acre</b>	<b>\$ 2,081.69</b>	<b>\$ 2,117.54</b>	<b>\$ 2,117.54</b>	<b>\$ 2,185.54</b>	<b>\$ 2,229.25</b>	<b>\$ 2,273.84</b>
<b>Assessment to Fully Fund Maintenance Costs and Res. Contr. per Acre</b>	<b>\$ 365.62</b>	<b>\$ 489.28</b>	<b>\$ 489.28</b>	<b>\$ 484.16</b>	<b>\$ 481.47</b>	<b>\$ 489.31</b>
<b>Actual/Proposed Assessment per Acre</b>	<b>\$ 1,022.01</b>	<b>\$ 1,022.01</b>	<b>\$ 1,022.01</b>	<b>\$ 1,022.01</b>	<b>\$ 1,042.45</b>	<b>\$ 1,063.30</b>

<sup>1</sup> Future Year Budgets assumes 2% increase



The following definitions describe the costs and expenses included in the District Budget:

**Maintenance Cost**

General Repairs and Maintenance (Code-42310): This item includes the costs of materials, supplies and contract services for the repair and/or maintenance of district facilities and improvements including irrigation system repairs, maintenance of water quality basins and appurtenant facilities, repairs to play structures, concrete or asphalt pathways, decorative entry walls and other improvements as listed in this report within the District. This item also includes costs of incidental miscellaneous materials and supplies used by City staff for the maintenance and repair of Assessment District improvements.

Electric (Code-43210): This item includes the costs to furnish electricity required for the operation and maintenance of the sprinklers and irrigation controllers, and street lights.

Water (Code-43230): This item includes the costs to furnish irrigation water for the landscaping within the District.

**Capital Repair/Maintenance Costs**

Funds will be transferred annually from the restricted reserve fund balance within each zone as needed to fund the completion of the projects listed in the current year's budget for each of the zones. Any funds not expended will remain in the restricted reserve until needed for the completion of future capital projects or major maintenance activities. This will include the replacement/rehabilitation of the facilities shown in the capital reserve plan which is being developed for each zone.

**District Expenses**

Engineering Contract Services (Code-42130): This item includes the costs for the preparation of the Annual Engineer's Report and Assessment Roll as required by law for the placement of the assessments on the property tax roll.

Inspection/Contract Documents/LLAD Administration (Code-48115): This item includes the costs of all departments and staff and consultants of the City for providing the coordination of District services, contract management, inspections, annual bid management, responding to public concerns, public education, and procedural matters associated with the District.

Napa County Auditor Charges (Code-42290): This item includes the cost charged by the County for the placement and collection of the assessments on the County Property Tax roll.



**Reserve Funds**

Un-Restricted/Operating Reserve Collection: This item includes the amount to be collected to maintain reserves to enable the City to pay for the maintenance and servicing of the improvements prior to December 10 of the fiscal year, or whenever the City expects to receive its apportionment of special assessments and tax collections from the County, whichever is later. The Reserve Fund contribution will continue until such a time the Reserve Fund balance is approximately one half of the annual costs.

Repair/Replacement – Restricted/Capital Reserve: This item includes funds for the repair/replacement of improvements or the installation of new improvements to further enhance the level and quality of service provided within the boundaries of the District. The fund may be allowed to accumulate in anticipation of any unforeseen expenses not included in the yearly maintenance costs. This may include, but is not limited to the repair/replacement of improvements at the end of their useful life, upgrading or enhancement of improvements within the District, repair of damaged equipment due to vandalism, storms and other similar events where the costs cannot be covered by the annual assessment levy.



## PART III – METHOD OF APPORTIONMENT

### Method of Apportionment

Initial apportionment information relating to all zones and made a part of this report by reference here, can be found in the City of American Canyon Maintenance District No. 2001-02- (A.P.N. 059-100-006) Engineer's Report, Establishment of District and Assessments for FY 2001-02, Part D, City of American Canyon Maintenance District No. 2001-02- (A.P.N. 059-100-006) Method of Assessment. The following is a brief description of the manner the annual assessment has been apportioned to each parcel in Zones 1, 2 and 3 within the Assessment District consistent with the approved method.

#### **GENERAL**

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include operation, maintenance, rehabilitation and servicing of street lights, traffic signals, parks and landscaping.

The 1972 Act requires that maintenance assessments be levied according to benefit rather than according to assessed value. Section 22573 provides that:

*"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefit to be received by each such lot or parcel from the improvements."*

The Act permits the designation of zones of benefit within any individual assessment district if "by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement" (Sec. 22547). Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax."

In addition, Prop. 218 requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Prop. 218 provides that only special benefits are assessable and the City must separate the general benefits from the special benefits.

#### **SPECIAL BENEFIT ANALYSIS**

The Assessment District provides for the maintenance and repair of public parks and landscaping, water quality basins, environmentally sensitive areas, trail, bikeways, streetlights and traffic signals. As determined at the time of formation, when these facilities are well maintained and in good working order they provide benefits that are unique and special to the property within the district including:



- Satisfaction of project design and mitigation requirements included within the CEQA documents for the development included in each zone. Satisfying these requirements uniquely benefits the property in the zone because it allows the various land uses being developed.
- Satisfaction of Conditions of Approval for the development included in each zone. Satisfying these requirements uniquely benefits the property in the zone because it allows the various land uses being developed.
- Provision of public safety benefits resulting from well-lit streets. Street lighting uniquely benefits the property within the zones that is adjacent to the lighting provided.
- Provision of public safety benefits resulting from functioning traffic signals. Traffic signals benefit property within the zone by providing for safe ingress and egress from the property. Traffic signals also provide general benefits to all motorists that are able to travel safely on the roadway system. Twenty-five percent of the traffic signal maintenance costs are allocated to the benefitting zones reflecting the approximate amount of trips associated with development in the zones.
- Provision of public safety benefits resulting from water quality detention basins. The water quality detention basins are part of the storm water management system which allows for adequate drainage and prevents flooding within the zones. Adequate drainage and protection from flooding is a unique and special benefit experience by the properties within the zones.
- Provision of public recreation benefits resulting from the parks and open spaces. The parks and open spaces within each zone are designed as local features that are integrated within the development and easily accessible to neighboring properties. These features are part of the overall park system, which also includes community facilities, which provide more regionally appropriate facilities (ball fields etc.). The local parks and open spaces uniquely benefit the property within each zone because they have been designed to be accessible and useful for the developed property in each zone.
- Provision of aesthetic benefits resulting from parks, open space and other landscaping features. The parks, open space and landscaping features are internal or directly adjacent to the properties in the zone, hence the aesthetic benefits provided from well-maintained landscaping features are experienced by the properties in the zone.
- Provision of public safety benefits resulting from the maintenance of parks and open spaces. Unmaintained parks and open spaces can attract litter, vectors and other undesirable features that create health and safety problems for adjoining properties. Adequate maintenance uniquely benefits the property in each zone because these potentially adverse effects do not occur.



## **METHOD OF APPORTIONMENT**

### **ZONES 1 AND 2 METHOD OF ASSESSMENT**

The method of apportionment (spread) equates all parcels in Zones 1 and 2 to an Equivalent Single Family Dwelling (ESD) unit, or portion thereof. The following ESD units were established for the American Canyon Landscaping and Lighting Assessment District, at its formation, and reflect the relative benefit accruing to parcels of land, in various stages of development, from the landscape and lighting facilities:

1. Vacant parcel in undeveloped area 1/10 unit
2. Vacant parcel in developed area 1/2 unit
3. Single dwelling parcel 1 unit
4. Multi-Family dwelling 0.60 unit

Vacant parcels in undeveloped areas experience the benefits provided from satisfying approval conditions but not the full benefits experienced when the facilities maintained by the zone are operational hence they are assigned 1/10 of an ESD unit. Vacant parcels in developed areas experience the benefits provided from satisfying approval conditions and the public safety benefits associated with sound drainage systems. These parcels also experience some fraction of the benefits associated with safe lighting and ingress and egress but not at the same level as a fully developed parcel, hence they are assigned 1/2 of an ESD unit. Fully developed parcels experience all benefits provided by the zone. Because the land uses on both Zone 1 and 2 are relatively uniform single family dwelling units, benefits are experienced equally. This relative equality of benefits results in an assessment methodology that spreads costs equally at full build out.

ESD units for each zone are determined annually based on the development pattern. Each zone's operation and maintenance expenses for the upcoming fiscal year is then divided by the total number of ESD units in order to calculate the annual cost per ESD unit (assessment rate) for the upcoming fiscal year. The annual assessment for each parcel is calculated by multiplying the annual cost per ESD unit (assessment rate) by the total number ESD units on the parcel in the upcoming fiscal year.

The method of apportionment for Zones 1 and 2 can be expressed mathematically as:

$$\text{Cost per ESD Unit (Rate)} = \text{Fiscal Year Budget for Zone} / \text{Total Number of ESD Units in Zone}$$

$$\text{Assessment per Parcel} = \text{Cost per ESD Unit (Rate)} \times \text{No. of ESD Units on Parcel}$$

Although Section 22663 of the Streets and Highways Code typically requires that public property not be assessed, Article XIII, Section 4(a) of Proposition 218 requires that public property shall not be exempt from assessment if the property benefits from the facilities being maintained.

Zones 1 and 2 include publically owned property which is utilized for parks, creeks, open spaces, public right-of-way and easements. These properties serve to provide landscape, open space, drainage and recreational benefits to the adjoining residential property. Because these properties provide special benefits rather than receive special benefits they do not receive an annual assessment.



Likewise school sites, which provide for open space and recreational opportunities, enhance the special benefits received by residential property. In addition, school locations are required by the approval documents for the development and therefore help provide the special benefits associated with compliance with project CEQA documents and conditions of approval. Therefore because these properties provide benefits rather than receive benefits, they are also not assessed.

Civic properties including public safety facilities and utility facilities which were constructed as a condition of approval for the residential development serve to support the special benefits received by residential properties. Because these properties support the provision of special benefits rather than receiving special benefits, they are also not assessed.

**ZONE 3 METHOD OF ASSESSMENT**

Unlike Zones 1 and 2, Zone 3 contains a mix of residential, commercial, industrial and retail land uses. In order to apportion costs proportional to benefit, the method of apportionment (spread) for Zone 3 utilizes both an ESD unit component and an acreage component.

The benefits provided by the Class I bike path, three-rail fencing, street lights, traffic signal, and the detention pond and right of way maintenance along Highway 29 are apportioned by acreage because the size of the property provides a reasonable measure of the number trips (vehicular and bicycle), length of fencing and runoff detained. Therefore the cost of operating and maintaining these facilities is apportioned to the benefitting property based on its acreage.

The benefits provided by the streetscape, large and small parks are apportioned by ESD unit, as is done in the other two zones. These items provide benefit to and are accessible to resident families and employees of local businesses to enjoy during lunch breaks or after work hours. Non-residential land uses are converted to residential land uses using a square footage in order to maintain equality between the average size residential unit in the zone and the nonresidential units.

The following benefit units were established for the American Canyon Landscaping and Lighting Assessment Zone 3 (Napa Junction) at the time it was annexed to the Assessment District and these reflect the relative benefit accruing the various parcels of land within the zone:

<b>Land Use Description</b>	<b>Total ESD's</b>
SingleFamily Dwelling (SFD)	1/Unit
Condominium	1/Unit
Multiple Family Residential	1/Unit
Mobile Home	1/Unit
Commercial	1/1,500 sf floor space*
Commercial with Dwelling Unit - Includes Hotel	1/1,500 sf floor space + 1/Unit
All Land Use Types	Acres

ESD units for Zone 3 are determined annually based on the development pattern. The operational and maintenance expenses for the upcoming fiscal year for the streetscape, large park and small park facilities are then divided by the total number of ESD units in order to calculate the annual cost per ESD unit for the upcoming fiscal year.



Acreage units within Zone 3 are also determined annually based on development. The operational and maintenance expenses for the upcoming fiscal year for Class I bike path, three-rail fencing, street lights, traffic signal, and the detention pond and right of way maintenance along Highway 29 are then divided by the total acreage units in order to calculate the annual cost per acreage unit for the upcoming fiscal year. The annual assessment for each parcel is calculated by:

1. Multiplying the number of ESD units on the parcel by the annual cost per ESD unit to arrive at the ESD assessment for the parcel
2. Multiplying the acreage of the parcel by the annual cost per acreage unit to arrive at the acreage assessment; and
3. Adding the ESD assessment to the acreage assessment to arrive at the total assessment for the parcel.

The allocation formula for Zone 3 can be expressed mathematically as:

$$\text{Cost per ESD Unit} = \text{Fiscal Year Budget for ESD Unit Items in Zone} / \text{Total ESD Units in Zone}$$

$$\text{Cost per Acre} = \text{Fiscal Year Budget for Acreage Items in Zone} / \text{Total Acreage in Zone}$$

$$\text{Assessment per Parcel} = (\text{Cost per ESD} \times \text{No. of ESD Units on Parcel}) + (\text{Cost per Acre} \times \text{No. of Acres on Parcel})$$

Although Section 22663 of the Streets and Highways Code typically requires that public property not be assessed, Article XIII, Section 4(a) of Proposition 218 requires that public property shall not be exempt from assessment if the property benefits from the facilities being maintained.

Zone 3 includes publically owned property which is utilized for parks, creeks, open spaces, public rights-of-way and easements. These properties serve to provide landscape, open space and recreational benefits to the adjoining property. Because these properties provide special benefits rather than receive special benefits they do not receive an annual assessment.



## **APPENDIX A – DISTRICT DIAGRAM**

The following page is the Assessment Diagram for Zones 1, 2 and 3 within the Assessment District. Please note the lines and dimensions of each parcel, as well as the distinctive Assessor's Parcel Number, are shown on the Assessor's Maps for the City of American Canyon available at the County of Napa Assessor's Office. The reference to the appropriate Assessor Books at the County of Napa Assessor's Office for the respective subdivisions in each Zone are listed below.

### **ZONE 1 - LA VIGNE**

All the land lying within the La Vigne Unit 1 Subdivision filed in the Recorder's office of the County of Napa in Book 22 of Recorded Maps, Pages 42 through 57.

All the land lying within the La Vigne Unit 2 Subdivision filed in the Recorder's office of the County of Napa in Book 22 of Recorded Maps, Pages 82 through 97.

### **ZONE 2 - VINTAGE RANCH**

All the land within the Scally Ranch Unit 1 Subdivision filed in the Recorder's office of the County of Napa in Book 24 of Recorded Maps, Pages 1 through 22.

All the land within the Amended Scally Ranch Unit 1 Subdivision filed in the Recorder's office of the County of Napa in Book 24 of Recorded Maps, Pages 36 through 57.

All of the land within the Vintage Ranch Unit 2 Subdivision filed in the Recorder's office of the County of Napa in Book 25 of Recorded Maps, Pages 35 through 51.

All of the land within the Vintage Ranch Unit 3 Subdivision filed in the Recorder's office of the County of Napa in Book 25 of Recorded Maps, Pages 52 through 57.

Vineyard Crossing and Vineyard Place parcels were de-annexed from Zone 2 by City Council Resolution No. 2011-37.

The Villages at Vintage Ranch were annexed in the Zone in FY 2020-21 by City Council Resolution No. 2020-68.

### **ZONE 3 - NAPA JUNCTION MIXED USE PROJECT**

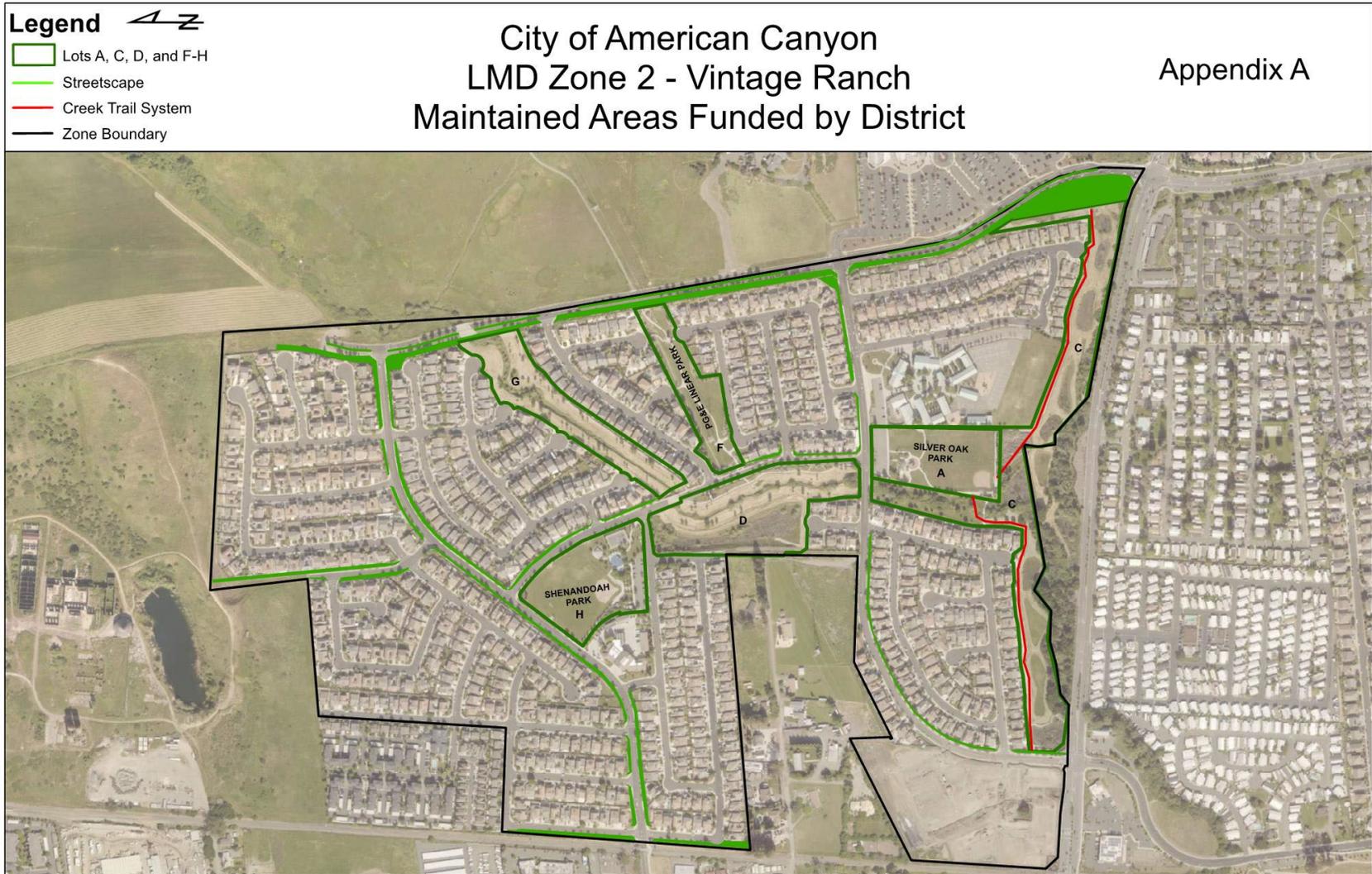
All the land within the Napa Junction Phase 1 Subdivision filed in the Recorder's office of the County of Napa in Book 24 of Recorded Maps, Pages 81 through 87.

All the land within the Amended Napa Junction Phase 1 Subdivision filed in the Recorder's office of the County of Napa in Book 25, Pages 5 through 11.

City of American Canyon  
LMD Zone 1 - La Vigne Subdivision

Appendix A









## **APPENDIX B – ASSESSMENT ROLL**

### **Assessment Roll**

The Assessment Roll for FY 2022-23 for the American Canyon Landscaping and Lighting Assessment District are listed on the following pages. The annual assessment for each parcel within Zones 1, 2 and 3 of the Assessment District are shown individually. The lines and dimensions of each parcel are shown on the Assessor's Maps for the City of American Canyon available at the County of Napa Assessor's Office.

ZONE	ASMT NO.	APN	USE CODE	ACRES	ESD UNITS	Rate per ESD	2022-23 ASSESSMENT	PROPERTY ADDRESS
1	1	059191001000	80	1.83	-	\$400.00	\$0.00	
1	2	059191002000	81	0	1.00	\$400.00	\$400.00	172 VIA BELLAGIO
1	3	059191003000	82	0	1.00	\$400.00	\$400.00	168 VIA BELLAGIO
1	4	059191004000	83	0	1.00	\$400.00	\$400.00	164 VIA BELLAGIO
1	5	059191005000	84	0	1.00	\$400.00	\$400.00	160 VIA BELLAGIO
1	6	059191006000	85	0	1.00	\$400.00	\$400.00	138 CASTELLINA CIR
1	7	059191007000	86	0	1.00	\$400.00	\$400.00	134 CASTELLINA CIR
1	8	059191008000	87	0	1.00	\$400.00	\$400.00	130 CASTELLINA CIR
1	9	059191009000	88	0	1.00	\$400.00	\$400.00	126 CASTELLINA CIR
1	10	059191010000	89	0	1.00	\$400.00	\$400.00	122 CASTELLINA CIR
1	11	059191011000	90	0	1.00	\$400.00	\$400.00	118 CASTELLINA CIR
1	12	059191012000	91	0	1.00	\$400.00	\$400.00	114 CASTELLINA CIR
1	13	059191013000	92	0	1.00	\$400.00	\$400.00	110 CASTELLINA CIR
1	14	059191014000	93	0	1.00	\$400.00	\$400.00	106 CASTELLINA CIR
1	15	059191015000	94	0	1.00	\$400.00	\$400.00	102 CASTELLINA CIR
1	16	059191016000	95	0	1.00	\$400.00	\$400.00	98 CASTELLINA CIR
1	17	059191017000	96	0	1.00	\$400.00	\$400.00	94 CASTELLINA CIR
1	18	059191018000	97	0	1.00	\$400.00	\$400.00	90 CASTELLINA CIR
1	19	059191019000	98	0	1.00	\$400.00	\$400.00	86 CASTELLINA CIR
1	20	059191020000	99	0	1.00	\$400.00	\$400.00	82 CASTELLINA CIR
1	21	059191021000	100	0	1.00	\$400.00	\$400.00	78 CASTELLINA CIR
1	22	059191022000	101	0	1.00	\$400.00	\$400.00	74 CASTELLINA CIR
1	23	059191023000	102	0	1.00	\$400.00	\$400.00	70 CASTELLINA CIR
1	24	059191024000	103	0	1.00	\$400.00	\$400.00	66 CASTELLINA CIR
1	25	059191025000	104	0	1.00	\$400.00	\$400.00	62 CASTELLINA CIR
1	26	059191026000	105	0	1.00	\$400.00	\$400.00	58 CASTELLINA CIR
1	27	059191027000	106	0	1.00	\$400.00	\$400.00	54 CASTELLINA CIR
1	28	059191028000	107	0	1.00	\$400.00	\$400.00	50 CASTELLINA CIR
1	29	059191029000	108	0	1.00	\$400.00	\$400.00	45 CASTELLINA CIR
1	30	059191030000	109	0	1.00	\$400.00	\$400.00	35 VIA FIRENZE
1	31	059191031000	110	0	1.00	\$400.00	\$400.00	31 VIA FIRENZE
1	32	059191032000	111	0	1.00	\$400.00	\$400.00	27 VIA FIRENZE
1	33	059191033000	112	0	1.00	\$400.00	\$400.00	23 VIA FIRENZE
1	34	059191034000	113	0	1.00	\$400.00	\$400.00	19 VIA FIRENZE
1	35	059191035000	114	0	1.00	\$400.00	\$400.00	15 VIA FIRENZE
1	36	059191036000	115	0	1.00	\$400.00	\$400.00	11 VIA FIRENZE
1	37	059191037000	116	0	1.00	\$400.00	\$400.00	7 VIA FIRENZE
1	38	059191038000	117	0	1.00	\$400.00	\$400.00	3 VIA FIRENZE
1	39	059191039000	118	0	1.00	\$400.00	\$400.00	136 VIA BELLAGIO
1	40	059191040000	119	0	1.00	\$400.00	\$400.00	140 VIA BELLAGIO
1	41	059191041000	120	0	1.00	\$400.00	\$400.00	144 VIA BELLAGIO
1	42	059191042000	121	0	1.00	\$400.00	\$400.00	148 VIA BELLAGIO
1	43	059191043000	122	0	1.00	\$400.00	\$400.00	152 VIA BELLAGIO
1	44	059191044000	123	0	1.00	\$400.00	\$400.00	156 VIA BELLAGIO
1	45	059191045000	124	0	1.00	\$400.00	\$400.00	2 CASTELLINA CIR
1	46	059191046000	125	0	1.00	\$400.00	\$400.00	6 CASTELLINA CIR
1	47	059191047000	126	0	1.00	\$400.00	\$400.00	10 CASTELLINA CIR
1	48	059191048000	127	0	1.00	\$400.00	\$400.00	14 CASTELLINA CIR
1	49	059191049000	128	0	1.00	\$400.00	\$400.00	18 CASTELLINA CIR



ZONE	ASMT NO.	APN	USE CODE	ACRES	ESD UNITS	Rate per ESD	2022-23 ASSESSMENT	PROPERTY ADDRESS
1	50	059191050000	129	0	1.00	\$400.00	\$400.00	22 CASTELLINA CIR
1	51	059191051000	130	0	1.00	\$400.00	\$400.00	26 CASTELLINA CIR
1	52	059191052000	131	0	1.00	\$400.00	\$400.00	30 CASTELLINA CIR
1	53	059191053000	132	0	1.00	\$400.00	\$400.00	34 CASTELLINA CIR
1	54	059191054000	133	0	1.00	\$400.00	\$400.00	38 CASTELLINA CIR
1	55	059191055000	134	0	1.00	\$400.00	\$400.00	42 CASTELLINA CIR
1	56	059192001000	135	0	1.00	\$400.00	\$400.00	87 CASTELLINA CIR
1	57	059192002000	136	0	1.00	\$400.00	\$400.00	83 CASTELLINA CIR
1	58	059192003000	137	0	1.00	\$400.00	\$400.00	79 CASTELLINA CIR
1	59	059192004000	138	0	1.00	\$400.00	\$400.00	75 CASTELLINA CIR
1	60	059192005000	139	0	1.00	\$400.00	\$400.00	71 CASTELLINA CIR
1	61	059192006000	140	0	1.00	\$400.00	\$400.00	67 CASTELLINA CIR
1	62	059192007000	141	0	1.00	\$400.00	\$400.00	63 CASTELLINA CIR
1	63	059192008000	142	0	1.00	\$400.00	\$400.00	59 CASTELLINA CIR
1	64	059192009000	143	0	1.00	\$400.00	\$400.00	55 CASTELLINA CIR
1	65	059192010000	144	0	1.00	\$400.00	\$400.00	51 CASTELLINA CIR
1	66	059192011000	145	0	1.00	\$400.00	\$400.00	35 CASTELLINA CIR
1	67	059192012000	146	0	1.00	\$400.00	\$400.00	31 CASTELLINA CIR
1	68	059192013000	147	0	1.00	\$400.00	\$400.00	27 CASTELLINA CIR
1	69	059192014000	148	0	1.00	\$400.00	\$400.00	23 CASTELLINA CIR
1	70	059192015000	149	0	1.00	\$400.00	\$400.00	19 CASTELLINA CIR
1	71	059192016000	150	0	1.00	\$400.00	\$400.00	15 CASTELLINA CIR
1	72	059192017000	151	0	1.00	\$400.00	\$400.00	11 CASTELLINA CIR
1	73	059192018000	152	0	1.00	\$400.00	\$400.00	7 CASTELLINA CIR
1	74	059192019000	153	0	1.00	\$400.00	\$400.00	3 CASTELLINA CIR
1	75	059201001000	154	0	1.00	\$400.00	\$400.00	14 VIA FIRENZE
1	76	059201002000	155	0	1.00	\$400.00	\$400.00	18 VIA FIRENZE
1	77	059201003000	156	0	1.00	\$400.00	\$400.00	22 VIA FIRENZE
1	78	059201004000	157	0	1.00	\$400.00	\$400.00	113 VIA PESCARA
1	79	059201005000	158	0	1.00	\$400.00	\$400.00	109 VIA PESCARA
1	80	059201006000	159	0	1.00	\$400.00	\$400.00	105 VIA PESCARA
1	81	059201007000	160	0	1.00	\$400.00	\$400.00	101 VIA PESCARA
1	82	059201008000	161	0	1.00	\$400.00	\$400.00	97 VIA PESCARA
1	83	059201009000	162	0	1.00	\$400.00	\$400.00	93 VIA PESCARA
1	84	059201010000	163	0	1.00	\$400.00	\$400.00	89 VIA PESCARA
1	85	059201011000	164	0	1.00	\$400.00	\$400.00	85 VIA PESCARA
1	86	059201012000	165	0	1.00	\$400.00	\$400.00	81 VIA PESCARA
1	87	059201013000	166	0	1.00	\$400.00	\$400.00	57 VIA PESCARA
1	88	059201014000	167	0	1.00	\$400.00	\$400.00	53 VIA PESCARA
1	89	059201015000	168	0	1.00	\$400.00	\$400.00	49 VIA PESCARA
1	90	059201016000	169	0	1.00	\$400.00	\$400.00	45 VIA PESCARA
1	91	059201017000	170	0	1.00	\$400.00	\$400.00	27 VIA PESCARA
1	92	059201018000	171	0	1.00	\$400.00	\$400.00	23 VIA PESCARA
1	93	059201019000	172	0	1.00	\$400.00	\$400.00	19 VIA PESCARA
1	94	059201020000	173	0	1.00	\$400.00	\$400.00	15 VIA PESCARA
1	95	059201021000	174	0	1.00	\$400.00	\$400.00	6 ELBA CT
1	96	059201022000	175	0	1.00	\$400.00	\$400.00	10 ELBA CT
1	97	059201023000	176	0	1.00	\$400.00	\$400.00	14 ELBA CT
1	98	059201024000	177	0	1.00	\$400.00	\$400.00	19 ELBA CT



ZONE	ASMT NO.	APN	USE CODE	ACRES	ESD UNITS	Rate per ESD	2022-23 ASSESSMENT	PROPERTY ADDRESS
1	99	059201025000	178	0	1.00	\$400.00	\$400.00	15 ELBA CT
1	100	059201026000	179	0	1.00	\$400.00	\$400.00	11 ELBA CT
1	101	059201027000	180	0	1.00	\$400.00	\$400.00	7 ELBA CT
1	102	059201028000	181	0	1.00	\$400.00	\$400.00	3 ELBA CT
1	103	059202001000	182	0	1.00	\$400.00	\$400.00	118 VIA PESCARA
1	104	059202002000	183	0	1.00	\$400.00	\$400.00	114 VIA PESCARA
1	105	059202003000	184	0	1.00	\$400.00	\$400.00	110 VIA PESCARA
1	106	059202004000	185	0	1.00	\$400.00	\$400.00	106 VIA PESCARA
1	107	059202005000	186	0	1.00	\$400.00	\$400.00	102 VIA PESCARA
1	108	059202006000	187	0	1.00	\$400.00	\$400.00	98 VIA PESCARA
1	109	059202007000	188	0	1.00	\$400.00	\$400.00	94 VIA PESCARA
1	110	059202008000	189	0	1.00	\$400.00	\$400.00	90 VIA PESCARA
1	111	059202009000	190	0	1.00	\$400.00	\$400.00	86 VIA PESCARA
1	112	059202010000	191	0	1.00	\$400.00	\$400.00	82 VIA PESCARA
1	113	059202011000	192	0	1.00	\$400.00	\$400.00	78 VIA PESCARA
1	114	059202012000	193	0	1.00	\$400.00	\$400.00	74 VIA PESCARA
1	115	059202013000	194	0	1.00	\$400.00	\$400.00	70 VIA PESCARA
1	116	059202014000	195	0	1.00	\$400.00	\$400.00	66 VIA PESCARA
1	117	059202015000	196	0	1.00	\$400.00	\$400.00	62 VIA PESCARA
1	118	059202016000	197	0	1.00	\$400.00	\$400.00	58 VIA PESCARA
1	119	059202017000	198	0	1.00	\$400.00	\$400.00	54 VIA PESCARA
1	120	059202018000	199	0	1.00	\$400.00	\$400.00	50 VIA PESCARA
1	121	059202019000	200	0	1.00	\$400.00	\$400.00	46 VIA PESCARA
1	122	059202020000	201	0	1.00	\$400.00	\$400.00	42 VIA PESCARA
1	123	059202021000	202	0	1.00	\$400.00	\$400.00	38 VIA PESCARA
1	124	059202022000	203	0	1.00	\$400.00	\$400.00	34 VIA PESCARA
1	125	059202023000	204	1.07	-	\$400.00	\$0.00	
1	126	059202024000	205	0	1.00	\$400.00	\$400.00	108 VIA BELLAGIO
1	127	059202025000	206	0	1.00	\$400.00	\$400.00	112 VIA BELLAGIO
1	128	059202026000	207	0	1.00	\$400.00	\$400.00	116 VIA BELLAGIO
1	129	059202027000	208	0	1.00	\$400.00	\$400.00	120 VIA BELLAGIO
1	130	059202028000	209	0	1.00	\$400.00	\$400.00	124 VIA BELLAGIO
1	131	059202029000	210	0	1.00	\$400.00	\$400.00	128 VIA BELLAGIO
1	132	059202030000	211	0	1.00	\$400.00	\$400.00	132 VIA BELLAGIO
1	133	059202031000	212	0	1.00	\$400.00	\$400.00	2 VIA PESCARA
1	134	059202032000	213	0	1.00	\$400.00	\$400.00	6 VIA PESCARA
1	135	059202033000	214	0	1.00	\$400.00	\$400.00	10 VIA PESCARA
1	136	059202034000	215	0	1.00	\$400.00	\$400.00	14 VIA PESCARA
1	137	059202035000	216	0	1.00	\$400.00	\$400.00	18 VIA PESCARA
1	138	059202036000	217	0	1.00	\$400.00	\$400.00	22 VIA PESCARA
1	139	059202037000	218	0	1.00	\$400.00	\$400.00	26 VIA PESCARA
1	140	059202038000	219	0	1.00	\$400.00	\$400.00	30 VIA PESCARA
1	141	059211001000	220	1	-	\$400.00	\$0.00	
1	142	059211002000	221	0	1.00	\$400.00	\$400.00	50 MONTECARLO WAY
1	143	059211003000	222	0	1.00	\$400.00	\$400.00	46 MONTECARLO WAY
1	144	059211004000	223	0	1.00	\$400.00	\$400.00	42 MONTECARLO WAY
1	145	059211005000	224	0	1.00	\$400.00	\$400.00	38 MONTECARLO WAY
1	146	059211006000	225	0	1.00	\$400.00	\$400.00	34 MONTECARLO WAY
1	147	059211007000	226	0	1.00	\$400.00	\$400.00	30 MONTECARLO WAY
1	148	059211008000	227	0	1.00	\$400.00	\$400.00	26 MONTECARLO WAY



ZONE	ASMT NO.	APN	USE CODE	ACRES	ESD UNITS	Rate per ESD	2022-23 ASSESSMENT	PROPERTY ADDRESS
1	149	059211009000	228	0	1.00	\$400.00	\$400.00	22 MONTECARLO WAY
1	150	059211010000	229	0	1.00	\$400.00	\$400.00	18 MONTECARLO WAY
1	151	059211011000	230	0	1.00	\$400.00	\$400.00	14 MONTECARLO WAY
1	152	059211012000	231	0	1.00	\$400.00	\$400.00	10 MONTECARLO WAY
1	153	059211013000	232	0	1.00	\$400.00	\$400.00	6 MONTECARLO WAY
1	154	059211014000	233	0	1.00	\$400.00	\$400.00	2 MONTECARLO WAY
1	155	059212001000	234	0	1.00	\$400.00	\$400.00	59 MONTECARLO WAY
1	156	059212002000	235	0	1.00	\$400.00	\$400.00	63 MONTECARLO WAY
1	157	059212003000	236	0	1.00	\$400.00	\$400.00	67 MONTECARLO WAY
1	158	059212004000	237	0	1.00	\$400.00	\$400.00	42 PIENZA DR
1	159	059212005000	238	0	1.00	\$400.00	\$400.00	38 PIENZA DR
1	160	059212006000	239	0	1.00	\$400.00	\$400.00	34 PIENZA DR
1	161	059212007000	240	0	1.00	\$400.00	\$400.00	30 PIENZA DR
1	162	059212008000	241	0	1.00	\$400.00	\$400.00	26 PIENZA DR
1	163	059212009000	242	0	1.00	\$400.00	\$400.00	22 PIENZA DR
1	164	059212010000	243	0	1.00	\$400.00	\$400.00	18 PIENZA DR
1	165	059212011000	244	0	1.00	\$400.00	\$400.00	14 PIENZA DR
1	166	059212012000	245	0	1.00	\$400.00	\$400.00	10 PIENZA DR
1	167	059212013000	246	0	1.00	\$400.00	\$400.00	35 MONTECARLO WAY
1	168	059212014000	247	0	1.00	\$400.00	\$400.00	39 MONTECARLO WAY
1	169	059212015000	248	0	1.00	\$400.00	\$400.00	43 MONTECARLO WAY
1	170	059212016000	249	0	1.00	\$400.00	\$400.00	47 MONTECARLO WAY
1	171	059212017000	250	0	1.00	\$400.00	\$400.00	51 MONTECARLO WAY
1	172	059212018000	251	0	1.00	\$400.00	\$400.00	55 MONTECARLO WAY
1	173	059213001000	252	0	1.00	\$400.00	\$400.00	71 MONTECARLO WAY
1	174	059213002000	253	0	1.00	\$400.00	\$400.00	75 MONTECARLO WAY
1	175	059213003000	254	0	1.00	\$400.00	\$400.00	79 MONTECARLO WAY
1	176	059213004000	255	0	1.00	\$400.00	\$400.00	167 VIA BELLAGIO
1	177	059213005000	256	0	1.00	\$400.00	\$400.00	163 VIA BELLAGIO
1	178	059213006000	257	0	1.00	\$400.00	\$400.00	159 VIA BELLAGIO
1	179	059213007000	258	0	1.00	\$400.00	\$400.00	155 VIA BELLAGIO
1	180	059213008000	259	0	1.00	\$400.00	\$400.00	151 VIA BELLAGIO
1	181	059213009000	260	0	1.00	\$400.00	\$400.00	147 VIA BELLAGIO
1	182	059213010000	261	0	1.00	\$400.00	\$400.00	143 VIA BELLAGIO
1	183	059213011000	262	0	1.00	\$400.00	\$400.00	139 VIA BELLAGIO
1	184	059213012000	263	0	1.00	\$400.00	\$400.00	135 VIA BELLAGIO
1	185	059213013000	264	0	1.00	\$400.00	\$400.00	131 VIA BELLAGIO
1	186	059213014000	265	0	1.00	\$400.00	\$400.00	127 VIA BELLAGIO
1	187	059213015000	266	0	1.00	\$400.00	\$400.00	123 VIA BELLAGIO
1	188	059213016000	267	0	1.00	\$400.00	\$400.00	119 VIA BELLAGIO
1	189	059213017000	268	0	1.00	\$400.00	\$400.00	115 VIA BELLAGIO
1	190	059213018000	269	0	1.00	\$400.00	\$400.00	111 VIA BELLAGIO
1	191	059213019000	270	0	1.00	\$400.00	\$400.00	107 VIA BELLAGIO
1	192	059213020000	271	0	1.00	\$400.00	\$400.00	3 PIENZA DR
1	193	059213021000	272	0	1.00	\$400.00	\$400.00	7 PIENZA DR
1	194	059213022000	273	0	1.00	\$400.00	\$400.00	11 PIENZA DR
1	195	059213023000	274	0	1.00	\$400.00	\$400.00	15 PIENZA DR
1	196	059213024000	275	0	1.00	\$400.00	\$400.00	19 PIENZA DR
1	197	059213025000	276	0	1.00	\$400.00	\$400.00	23 PIENZA DR



ZONE	ASMT NO.	APN	USE CODE	ACRES	ESD UNITS	Rate per ESD	2022-23 ASSESSMENT	PROPERTY ADDRESS
1	198	059213026000	277	0	1.00	\$400.00	\$400.00	27 PIENZA DR
1	199	059213027000	278	0	1.00	\$400.00	\$400.00	31 PIENZA DR
1	200	059213028000	279	0	1.00	\$400.00	\$400.00	35 PIENZA DR
1	201	059213029000	280	0	1.00	\$400.00	\$400.00	39 PIENZA DR
1	202	059213030000	281	0	1.00	\$400.00	\$400.00	43 PIENZA DR
1	203	059213031000	282	0	1.00	\$400.00	\$400.00	47 PIENZA DR
1	204	059213032000	283	0	1.00	\$400.00	\$400.00	51 PIENZA DR
1	205	059221001000	284	0.15	1.00	\$400.00	\$400.00	59 VIA LA MORRA
1	206	059221002000	285	0.15	1.00	\$400.00	\$400.00	55 VIA LA MORRA
1	207	059221003000	286	0.2	1.00	\$400.00	\$400.00	51 VIA LA MORRA
1	208	059221004000	287	0.18	1.00	\$400.00	\$400.00	47 VIA LA MORRA
1	209	059221005000	288	0.16	1.00	\$400.00	\$400.00	43 VIA LA MORRA
1	210	059221006000	289	0.13	1.00	\$400.00	\$400.00	39 VIA LA MORRA
1	211	059221007000	290	0.12	1.00	\$400.00	\$400.00	35 VIA LA MORRA
1	212	059221008000	291	0.14	1.00	\$400.00	\$400.00	31 VIA LA MORRA
1	213	059221009000	292	0.14	1.00	\$400.00	\$400.00	27 VIA LA MORRA
1	214	059221010000	293	0.12	1.00	\$400.00	\$400.00	23 VIA LA MORRA
1	215	059221011000	294	0.13	1.00	\$400.00	\$400.00	19 VIA LA MORRA
1	216	059221012000	295	0.17	1.00	\$400.00	\$400.00	15 VIA LA MORRA
1	217	059221013000	296	0.16	1.00	\$400.00	\$400.00	11 VIA LA MORRA
1	218	059221014000	297	0.14	1.00	\$400.00	\$400.00	7 VIA LA MORRA
1	219	059221015000	298	0.23	1.00	\$400.00	\$400.00	3 VIA LA MORRA
1	220	059221016000	299	0.19	1.00	\$400.00	\$400.00	69 VIA BELLAGIO
1	221	059221017000	300	0.14	1.00	\$400.00	\$400.00	61 VIA BELLAGIO
1	222	059221018000	301	0.16	1.00	\$400.00	\$400.00	55 VIA BELLAGIO
1	223	059222001000	302	0.17	1.00	\$400.00	\$400.00	62 VIA LA MORRA
1	224	059222002000	303	0.15	1.00	\$400.00	\$400.00	58 VIA LA MORRA
1	225	059222003000	304	0.17	1.00	\$400.00	\$400.00	54 VIA LA MORRA
1	226	059222004000	305	0.2	1.00	\$400.00	\$400.00	50 VIA LA MORRA
1	227	059222005000	306	0.15	1.00	\$400.00	\$400.00	15 BIELLA CT
1	228	059222006000	307	0.12	1.00	\$400.00	\$400.00	11 BIELLA CT
1	229	059222007000	308	0.14	1.00	\$400.00	\$400.00	7 BIELLA CT
1	230	059222008000	309	0.26	1.00	\$400.00	\$400.00	3 BIELLA CT
1	231	059222009000	310	0.29	1.00	\$400.00	\$400.00	2 BIELLA CT
1	232	059222010000	311	0.13	1.00	\$400.00	\$400.00	6 BIELLA CT
1	233	059222011000	312	0.18	1.00	\$400.00	\$400.00	10 BIELLA CT
1	234	059222012000	313	0.25	1.00	\$400.00	\$400.00	18 VIA LA MORRA
1	235	059222013000	314	0.24	1.00	\$400.00	\$400.00	14 VIA LA MORRA
1	236	059222014000	315	0.23	1.00	\$400.00	\$400.00	10 VIA LA MORRA
1	237	059222015000	316	0.34	1.00	\$400.00	\$400.00	6 VIA LA MORRA
1	238	059222016000	317	0.17	1.00	\$400.00	\$400.00	51 VIA BELLAGIO
1	239	059222017000	318	0.13	1.00	\$400.00	\$400.00	47 VIA BELLAGIO
1	240	059222018000	319	0.13	1.00	\$400.00	\$400.00	43 VIA BELLAGIO
1	241	059222019000	320	0.13	1.00	\$400.00	\$400.00	39 VIA BELLAGIO
1	242	059222020000	321	0.13	1.00	\$400.00	\$400.00	35 VIA BELLAGIO
1	243	059222021000	322	0.13	1.00	\$400.00	\$400.00	31 VIA BELLAGIO
1	244	059222022000	323	0.13	1.00	\$400.00	\$400.00	27 VIA BELLAGIO
1	245	059222023000	324	0.13	1.00	\$400.00	\$400.00	23 VIA BELLAGIO
1	246	059222024000	325	0.13	1.00	\$400.00	\$400.00	19 VIA BELLAGIO
1	247	059222025000	326	0.13	1.00	\$400.00	\$400.00	15 VIA BELLAGIO



ZONE	ASMT NO.	APN	USE CODE	ACRES	ESD UNITS	Rate per ESD	2022-23 ASSESSMENT	PROPERTY ADDRESS
1	248	059222026000	327	0.13	1.00	\$400.00	\$400.00	11 VIA BELLAGIO
1	249	059222027000	328	0.13	1.00	\$400.00	\$400.00	7 VIA BELLAGIO
1	250	059222028000	329	0.15	1.00	\$400.00	\$400.00	3 VIA BELLAGIO
1	251	059231001000	330	0.21	1.00	\$400.00	\$400.00	14 VIA BELLAGIO
1	252	059231002000	331	0.22	1.00	\$400.00	\$400.00	18 VIA BELLAGIO
1	253	059231003000	332	0.23	1.00	\$400.00	\$400.00	22 VIA BELLAGIO
1	254	059231004000	333	0.23	1.00	\$400.00	\$400.00	26 VIA BELLAGIO
1	255	059231005000	334	0.22	1.00	\$400.00	\$400.00	30 VIA BELLAGIO
1	256	059231006000	335	0.2	1.00	\$400.00	\$400.00	34 VIA BELLAGIO
1	257	059231007000	336	0.2	1.00	\$400.00	\$400.00	38 VIA BELLAGIO
1	258	059231008000	337	0.18	1.00	\$400.00	\$400.00	42 VIA BELLAGIO
1	259	059231009000	338	0.18	1.00	\$400.00	\$400.00	46 VIA BELLAGIO
1	260	059231010000	339	0.18	1.00	\$400.00	\$400.00	50 VIA BELLAGIO
1	261	059231011000	340	0.21	1.00	\$400.00	\$400.00	54 VIA BELLAGIO
1	262	059231012000	341	0.19	1.00	\$400.00	\$400.00	27 PELLERIA DR
1	263	059231013000	342	0.15	1.00	\$400.00	\$400.00	31 PELLERIA DR
1	264	059231014000	343	0.15	1.00	\$400.00	\$400.00	35 PELLERIA DR
1	265	059231015000	344	0.15	1.00	\$400.00	\$400.00	39 PELLERIA DR
1	266	059231016000	345	0.15	1.00	\$400.00	\$400.00	43 PELLERIA DR
1	267	059231017000	346	0.15	1.00	\$400.00	\$400.00	47 PELLERIA DR
1	268	059231018000	347	0.15	1.00	\$400.00	\$400.00	51 PELLERIA DR
1	269	059231019000	348	0.27	1.00	\$400.00	\$400.00	59 VIA MARCIANA
1	270	059232001000	349	0.17	1.00	\$400.00	\$400.00	78 VIA BELLAGIO
1	271	059232002000	350	0.21	1.00	\$400.00	\$400.00	74 VIA BELLAGIO
1	272	059232003000	351	0.22	1.00	\$400.00	\$400.00	70 VIA BELLAGIO
1	273	059232004000	352	0.21	1.00	\$400.00	\$400.00	66 VIA BELLAGIO
1	274	059232005000	353	0.19	1.00	\$400.00	\$400.00	62 VIA BELLAGIO
1	275	059232006000	354	0.23	1.00	\$400.00	\$400.00	58 VIA BELLAGIO
1	276	059232007000	355	0.18	1.00	\$400.00	\$400.00	23 PELLERIA DR
1	277	059232008000	356	0.14	1.00	\$400.00	\$400.00	19 PELLERIA DR
1	278	059232009000	357	0.14	1.00	\$400.00	\$400.00	15 PELLERIA DR
1	279	059232010000	358	0.15	1.00	\$400.00	\$400.00	11 PELLERIA DR
1	280	059232011000	359	0.2	1.00	\$400.00	\$400.00	7 PELLERIA DR
1	281	059232012000	360	0.19	1.00	\$400.00	\$400.00	3 PELLERIA DR
1	282	059232013000	361	0.17	1.00	\$400.00	\$400.00	27 VIA MONTALCINO
1	283	059232014000	362	0.14	1.00	\$400.00	\$400.00	23 VIA MONTALCINO
1	284	059232015000	363	0.14	1.00	\$400.00	\$400.00	19 VIA MONTALCINO
1	285	059232016000	364	0.14	1.00	\$400.00	\$400.00	15 VIA MONTALCINO
1	286	059232017000	365	0.14	1.00	\$400.00	\$400.00	11 VIA MONTALCINO
1	287	059232018000	366	0.14	1.00	\$400.00	\$400.00	7 VIA MONTALCINO
1	288	059232019000	367	0.22	1.00	\$400.00	\$400.00	3 VIA MONTALCINO
1	289	059232020000	368	0.26	1.00	\$400.00	\$400.00	4 PALAZZO WAY
1	290	059232021000	369	0.16	1.00	\$400.00	\$400.00	8 PALAZZO WAY
1	291	059232022000	370	0.16	1.00	\$400.00	\$400.00	12 PALAZZO WAY
1	292	059232023000	371	0.16	1.00	\$400.00	\$400.00	16 PALAZZO WAY
1	293	059232024000	372	0.16	1.00	\$400.00	\$400.00	20 PALAZZO WAY
1	294	059232025000	373	0.17	1.00	\$400.00	\$400.00	24 PALAZZO WAY
1	295	059232026000	374	0.17	1.00	\$400.00	\$400.00	28 PALAZZO WAY
1	296	059232027000	375	0.17	1.00	\$400.00	\$400.00	32 PALAZZO WAY

ZONE	ASMT NO.	APN	USE CODE	ACRES	ESD UNITS	Rate per ESD	2022-23 ASSESSMENT	PROPERTY ADDRESS
1	297	059232028000	376	0.19	1.00	\$400.00	\$400.00	36 PALAZZO WAY
1	298	059232029000	377	0.23	1.00	\$400.00	\$400.00	40 PALAZZO WAY
1	299	059232030000	378	0.2	1.00	\$400.00	\$400.00	44 PALAZZO WAY
1	300	059232031000	379	0.17	1.00	\$400.00	\$400.00	48 PALAZZO WAY
1	301	059233001000	380	0.21	1.00	\$400.00	\$400.00	50 PELLERIA DR
1	302	059233002000	381	0.19	1.00	\$400.00	\$400.00	46 PELLERIA DR
1	303	059233003000	382	0.19	1.00	\$400.00	\$400.00	42 PELLERIA DR
1	304	059233004000	383	0.19	1.00	\$400.00	\$400.00	38 PELLERIA DR
1	305	059233005000	384	0.2	1.00	\$400.00	\$400.00	34 PELLERIA DR
1	306	059233006000	385	0.21	1.00	\$400.00	\$400.00	30 PELLERIA DR
1	307	059233007000	386	0.21	1.00	\$400.00	\$400.00	26 PELLERIA DR
1	308	059233008000	387	0.22	1.00	\$400.00	\$400.00	22 PELLERIA DR
1	309	059233009000	388	0.26	1.00	\$400.00	\$400.00	18 PELLERIA DR
1	310	059233010000	389	0.16	1.00	\$400.00	\$400.00	14 VIA MONTALCINO
1	311	059233011000	390	0.15	1.00	\$400.00	\$400.00	10 VIA MONTALCINO
1	312	059233012000	391	0.16	1.00	\$400.00	\$400.00	6 VIA MONTALCINO
1	313	059233013000	392	0.19	1.00	\$400.00	\$400.00	2 VIA MONTALCINO
1	314	059233014000	393	0.15	1.00	\$400.00	\$400.00	21 PALAZZO WAY
1	315	059233015000	394	0.14	1.00	\$400.00	\$400.00	25 PALAZZO WAY
1	316	059233016000	395	0.14	1.00	\$400.00	\$400.00	29 PALAZZO WAY
1	317	059233017000	396	0.14	1.00	\$400.00	\$400.00	33 PALAZZO WAY
1	318	059233018000	397	0.14	1.00	\$400.00	\$400.00	37 PALAZZO WAY
1	319	059233019000	398	0.14	1.00	\$400.00	\$400.00	41 PALAZZO WAY
1	320	059233020000	399	0.14	1.00	\$400.00	\$400.00	45 PALAZZO WAY
1	321	059233021000	400	0.14	1.00	\$400.00	\$400.00	49 PALAZZO WAY
1	322	059233022000	401	0.13	1.00	\$400.00	\$400.00	53 PALAZZO WAY
1	323	059233023000	402	0.13	1.00	\$400.00	\$400.00	57 PALAZZO WAY
1	324	059241001000	403	0.2	1.00	\$400.00	\$400.00	30 VIA TREVISO
1	325	059241002000	404	0.17	1.00	\$400.00	\$400.00	26 VIA TREVISO
1	326	059241003000	405	0.17	1.00	\$400.00	\$400.00	22 VIA TREVISO
1	327	059241004000	406	0.17	1.00	\$400.00	\$400.00	18 VIA TREVISO
1	328	059241005000	407	0.17	1.00	\$400.00	\$400.00	14 VIA TREVISO
1	329	059241006000	408	0.17	1.00	\$400.00	\$400.00	10 VIA TREVISO
1	330	059241007000	409	0.16	1.00	\$400.00	\$400.00	6 VIA TREVISO
1	331	059241008000	410	0.22	1.00	\$400.00	\$400.00	2 VIA TREVISO
1	332	059241009000	411	0.23	1.00	\$400.00	\$400.00	22 SARCEDO WAY
1	333	059241010000	412	0.17	1.00	\$400.00	\$400.00	26 SARCEDO WAY
1	334	059241011000	413	0.18	1.00	\$400.00	\$400.00	30 SARCEDO WAY
1	335	059241012000	414	0.18	1.00	\$400.00	\$400.00	34 SARCEDO WAY
1	336	059241013000	415	0.18	1.00	\$400.00	\$400.00	38 SARCEDO WAY
1	337	059241014000	416	0.18	1.00	\$400.00	\$400.00	42 SARCEDO WAY
1	338	059241015000	417	0.18	1.00	\$400.00	\$400.00	46 SARCEDO WAY
1	339	059241016000	418	0.2	1.00	\$400.00	\$400.00	50 SARCEDO WAY
1	340	059241017000	419	0.05	-	\$400.00	\$0.00	
1	341	059241018000	420	0.21	1.00	\$400.00	\$400.00	54 SARCEDO WAY
1	342	059241019000	421	0.17	1.00	\$400.00	\$400.00	58 SARCEDO WAY
1	343	059241020000	422	0.16	1.00	\$400.00	\$400.00	62 SARCEDO WAY
1	344	059241021000	423	0.16	1.00	\$400.00	\$400.00	66 SARCEDO WAY
1	345	059241022000	424	0.16	1.00	\$400.00	\$400.00	70 SARCEDO WAY
1	346	059241023000	425	0.16	1.00	\$400.00	\$400.00	74 SARCEDO WAY

ZONE	ASMT NO.	APN	USE CODE	ACRES	ESD UNITS	Rate per ESD	2022-23 ASSESSMENT	PROPERTY ADDRESS
1	347	059241024000	426	0.15	1.00	\$400.00	\$400.00	78 SARCEDO WAY
1	348	059241025000	427	0.15	1.00	\$400.00	\$400.00	82 SARCEDO WAY
1	349	059241026000	428	0.15	1.00	\$400.00	\$400.00	86 SARCEDO WAY
1	350	059241027000	429	0.15	1.00	\$400.00	\$400.00	90 SARCEDO WAY
1	351	059241028000	430	0.16	1.00	\$400.00	\$400.00	94 SARCEDO WAY
1	352	059241029000	431	0.16	1.00	\$400.00	\$400.00	98 SARCEDO WAY
1	353	059242001000	432	0.3	1.00	\$400.00	\$400.00	55 SARCEDO WAY
1	354	059242002000	433	0.21	1.00	\$400.00	\$400.00	59 SARCEDO WAY
1	355	059242003000	434	0.25	1.00	\$400.00	\$400.00	35 VIA PESARO
1	356	059242004000	435	0.19	1.00	\$400.00	\$400.00	15 VIA PESARO
1	357	059242005000	436	0.15	1.00	\$400.00	\$400.00	11 VIA PESARO
1	358	059242006000	437	0.15	1.00	\$400.00	\$400.00	7 VIA PESARO
1	359	059242007000	438	0.21	1.00	\$400.00	\$400.00	3 VIA PESARO
1	360	059243001000	439	0.2	1.00	\$400.00	\$400.00	75 SARCEDO WAY
1	361	059243002000	440	0.17	1.00	\$400.00	\$400.00	79 SARCEDO WAY
1	362	059243003000	441	0.21	1.00	\$400.00	\$400.00	83 SARCEDO WAY
1	363	059243004000	442	0.17	1.00	\$400.00	\$400.00	59 VIA TREVISO
1	364	059243005000	443	0.16	1.00	\$400.00	\$400.00	55 VIA TREVISO
1	365	059243006000	444	0.2	1.00	\$400.00	\$400.00	51 VIA TREVISO
1	366	059243016000	445	0.27	1.00	\$400.00	\$400.00	2 VIA PESARO
1	367	059243017000	446	0.2	1.00	\$400.00	\$400.00	6 VIA PESARO
1	368	059243018000	447	0.17	1.00	\$400.00	\$400.00	10 VIA PESARO
1	369	059243019000	448	0.17	1.00	\$400.00	\$400.00	14 VIA PESARO
1	370	059243020000	449	0.16	1.00	\$400.00	\$400.00	18 VIA PESARO
1	371	059243021000	450	0.29	1.00	\$400.00	\$400.00	22 VIA PESARO
1	372	059243022000	451	0.19	1.00	\$400.00	\$400.00	26 VIA PESARO
1	373	059243023000	452	0.17	1.00	\$400.00	\$400.00	30 VIA PESARO
1	374	059243024000	453	0.2	1.00	\$400.00	\$400.00	47 VIA TREVISO
1	375	059243025000	454	0.15	1.00	\$400.00	\$400.00	43 VIA TREVISO
1	376	059243026000	455	0.15	1.00	\$400.00	\$400.00	39 VIA TREVISO
1	377	059243027000	456	0.15	1.00	\$400.00	\$400.00	35 VIA TREVISO
1	378	059243028000	457	0.15	1.00	\$400.00	\$400.00	31 VIA TREVISO
1	379	059243029000	458	0.15	1.00	\$400.00	\$400.00	27 VIA TREVISO
1	380	059243030000	459	0.15	1.00	\$400.00	\$400.00	23 VIA TREVISO
1	381	059243031000	460	0.15	1.00	\$400.00	\$400.00	19 VIA TREVISO
1	382	059243032000	461	0.21	1.00	\$400.00	\$400.00	15 VIA TREVISO
1	383	059244001000	462	0.18	1.00	\$400.00	\$400.00	34 VIA TREVISO
1	384	059244002000	463	0.16	1.00	\$400.00	\$400.00	38 VIA TREVISO
1	385	059244003000	464	16	1.00	\$400.00	\$400.00	42 VIA TREVISO
1	386	059244004000	465	0.29	1.00	\$400.00	\$400.00	46 VIA TREVISO
1	387	059244005000	466	0.16	1.00	\$400.00	\$400.00	50 VIA TREVISO
1	388	059244006000	467	0.17	1.00	\$400.00	\$400.00	54 VIA TREVISO
1	389	059244007000	468	0.17	1.00	\$400.00	\$400.00	58 VIA TREVISO
1	390	059244008000	469	0.17	1.00	\$400.00	\$400.00	62 VIA TREVISO
1	391	059244009000	470	0.17	1.00	\$400.00	\$400.00	66 VIA TREVISO
1	392	059244010000	471	0.21	1.00	\$400.00	\$400.00	70 VIA TREVISO
1	393	059244011000	472	0.23	1.00	\$400.00	\$400.00	2 VIA BELLAGIO
1	394	059244012000	473	0.2	1.00	\$400.00	\$400.00	6 VIA BELLAGIO
1	395	059244013000	474	0.2	1.00	\$400.00	\$400.00	10 VIA BELLAGIO

ZONE	ASMT NO.	APN	USE CODE	ACRES	ESD UNITS	Rate per ESD	2022-23 ASSESSMENT	PROPERTY ADDRESS
1	396	059251001000	475	0.23	1.00	\$400.00	\$400.00	2 PALESTRINA CT
1	397	059251002000	476	0.18	1.00	\$400.00	\$400.00	6 PALESTRINA CT
1	398	059251003000	477	0.19	1.00	\$400.00	\$400.00	10 PALESTRINA CT
1	399	059251004000	478	0.17	1.00	\$400.00	\$400.00	14 PALESTRINA CT
1	400	059251005000	479	0.16	1.00	\$400.00	\$400.00	18 PALESTRINA CT
1	401	059251006000	480	0.16	1.00	\$400.00	\$400.00	22 PALESTRINA CT
1	402	059251007000	481	0.15	1.00	\$400.00	\$400.00	26 PALESTRINA CT
1	403	059251008000	482	0.16	1.00	\$400.00	\$400.00	30 PALESTRINA CT
1	404	059251009000	483	0.15	1.00	\$400.00	\$400.00	34 PALESTRINA CT
1	405	059251010000	484	0.15	1.00	\$400.00	\$400.00	38 PALESTRINA DR
1	406	059251011000	485	0.15	1.00	\$400.00	\$400.00	42 PALESTRINA DR
1	407	059251012000	486	0.15	1.00	\$400.00	\$400.00	46 PALESTRINA DR
1	408	059251013000	487	0.15	1.00	\$400.00	\$400.00	50 PALESTRINA DR
1	409	059251014000	488	0.17	1.00	\$400.00	\$400.00	54 PALESTRINA DR
1	410	059251015000	489	0.18	1.00	\$400.00	\$400.00	3 VIA MARCIANA
1	411	059251016000	490	0.13	1.00	\$400.00	\$400.00	7 VIA MARCIANA
1	412	059251017000	491	0.13	1.00	\$400.00	\$400.00	11 VIA MARCIANA
1	413	059251018000	492	0.13	1.00	\$400.00	\$400.00	15 VIA MARCIANA
1	414	059251019000	493	0.13	1.00	\$400.00	\$400.00	19 VIA MARCIANA
1	415	059251020000	494	0.13	1.00	\$400.00	\$400.00	23 VIA MARCIANA
1	416	059251021000	495	0.13	1.00	\$400.00	\$400.00	27 VIA MARCIANA
1	417	059251022000	496	0.13	1.00	\$400.00	\$400.00	31 VIA MARCIANA
1	418	059251023000	497	0.13	1.00	\$400.00	\$400.00	35 VIA MARCIANA
1	419	059251024000	498	0.16	1.00	\$400.00	\$400.00	39 VIA MARCIANA
1	420	059252001000	499	0.16	1.00	\$400.00	\$400.00	43 VIA MARCIANA
1	421	059252002000	500	0.14	1.00	\$400.00	\$400.00	47 VIA MARCIANA
1	422	059252003000	501	0.14	1.00	\$400.00	\$400.00	51 VIA MARCIANA
1	423	059252004000	502	0.14	1.00	\$400.00	\$400.00	55 VIA MARCIANA
1	424	059252005000	503	1.06	-	\$400.00	\$0.00	
1	425	059254001000	504	0.22	1.00	\$400.00	\$400.00	3 MARCELLO CT
1	426	059254002000	505	0.13	1.00	\$400.00	\$400.00	7 MARCELLO CT
1	427	059254003000	506	0.15	1.00	\$400.00	\$400.00	11 MARCELLO CT
1	428	059254004000	507	0.19	1.00	\$400.00	\$400.00	15 MARCELLO CT
1	429	059254005000	508	0.18	1.00	\$400.00	\$400.00	19 MARCELLO CT
1	430	059254006000	509	0.19	1.00	\$400.00	\$400.00	60 PALAZZO WAY
1	431	059254007000	510	0.15	1.00	\$400.00	\$400.00	56 PALAZZO WAY
1	432	059254008000	511	0.16	1.00	\$400.00	\$400.00	52 PALAZZO WAY
1	433	059255001000	512	0.21	1.00	\$400.00	\$400.00	3 CAMERINO CT
1	434	059255002000	513	0.16	1.00	\$400.00	\$400.00	7 CAMERINO CT
1	435	059255003000	514	0.17	1.00	\$400.00	\$400.00	11 CAMERINO CT
1	436	059255004000	515	0.17	1.00	\$400.00	\$400.00	15 CAMERINO CT
1	437	059255005000	516	0.17	1.00	\$400.00	\$400.00	19 CAMERINO CT
1	438	059255006000	517	0.18	1.00	\$400.00	\$400.00	18 MARCELLO CT
1	439	059255007000	518	0.19	1.00	\$400.00	\$400.00	14 MARCELLO CT
1	440	059255008000	519	0.17	1.00	\$400.00	\$400.00	10 MARCELLO CT
1	441	059255009000	520	0.17	1.00	\$400.00	\$400.00	6 MARCELLO CT
1	442	059255010000	521	0.31	1.00	\$400.00	\$400.00	2 MARCELLO CT
1	443	059256001000	522	0.19	1.00	\$400.00	\$400.00	3 PALESTRINA CT
1	444	059256002000	523	0.15	1.00	\$400.00	\$400.00	7 PALESTRINA CT



ZONE	ASMT NO.	APN	USE CODE	ACRES	ESD UNITS	Rate per ESD	2022-23 ASSESSMENT	PROPERTY ADDRESS
1	445	059256003000	524	0.25	1.00	\$400.00	\$400.00	11 PALESTRINA CT
1	446	059256004000	525	0.16	1.00	\$400.00	\$400.00	15 PALESTRINA CT
1	447	059256005000	526	0.14	1.00	\$400.00	\$400.00	19 PALESTRINA CT
1	448	059256006000	527	0.19	1.00	\$400.00	\$400.00	2 TOLENTINO DR
1	449	059256007000	528	0.18	1.00	\$400.00	\$400.00	6 TOLENTINO DR
1	450	059256008000	529	0.2	1.00	\$400.00	\$400.00	10 TOLENTINO DR
1	451	059256009000	530	0.19	1.00	\$400.00	\$400.00	14 CAMERINO CT
1	452	059256010000	531	0.18	1.00	\$400.00	\$400.00	10 CAMERINO CT
1	453	059256011000	532	0.19	1.00	\$400.00	\$400.00	6 CAMERINO CT
1	454	059256012000	533	0.31	1.00	\$400.00	\$400.00	2 CAMERINO CT
1	455	059257001000	534	0.21	1.00	\$400.00	\$400.00	2 VIA MARCIANA
1	456	059257002000	535	0.15	1.00	\$400.00	\$400.00	6 VIA MARCIANA
1	457	059257003000	536	0.15	1.00	\$400.00	\$400.00	10 VIA MARCIANA
1	458	059257004000	537	0.15	1.00	\$400.00	\$400.00	14 VIA MARCIANA
1	459	059257005000	538	0.14	1.00	\$400.00	\$400.00	18 VIA MARCIANA
1	460	059257006000	539	0.14	1.00	\$400.00	\$400.00	22 VIA MARCIANA
1	461	059257007000	540	0.14	1.00	\$400.00	\$400.00	26 VIA MARCIANA
1	462	059257008000	541	0.21	1.00	\$400.00	\$400.00	68 PALAZZO WAY
1	463	059257009000	542	0.22	1.00	\$400.00	\$400.00	64 PALAZZO WAY
1	464	059257010000	543	0.15	1.00	\$400.00	\$400.00	31 TOLENTINO DR
1	465	059257011000	544	0.14	1.00	\$400.00	\$400.00	27 TOLENTINO DR
1	466	059257012000	545	0.14	1.00	\$400.00	\$400.00	23 TOLENTINO DR
1	467	059257013000	546	0.14	1.00	\$400.00	\$400.00	19 TOLENTINO DR
1	468	059257014000	547	0.13	1.00	\$400.00	\$400.00	15 TOLENTINO DR
1	469	059257015000	548	0.13	1.00	\$400.00	\$400.00	11 TOLENTINO DR
1	470	059257016000	549	0.15	1.00	\$400.00	\$400.00	7 TOLENTINO DR
1	471	059257017000	550	0.18	1.00	\$400.00	<u>\$400.00</u>	3 TOLENTINO DR
							<b>\$186,400.00</b>	

ZONE	ASMT NO.	APN	USE CODE	ACRES	ESD UNITS	Rate per ESD	2022-23 ASSESSMENT	PROPERTY ADDRESS
2	1	59040058000	81	10	-	\$302.42	\$0.00	475 SILVER OAK TR
2	2	59040059000	80	14	-	\$302.42	\$0.00	485 SILVER OAK TR
2	3	59040060000	80	5.54	-	\$302.42	\$0.00	
2	4	59040061000	80	2.94	-	\$302.42	\$0.00	
2	5	59040064000	80	4.85	-	\$302.42	\$0.00	
2	789	59080012000	218	8.35	95.40	\$302.42	\$28,850.86	Village at Vintage Ranch
2	790	59080041000	20	2.86	-	\$302.42	\$0.00	Village at Vintage Ranch
2	6	59301001000	111	0	1.00	\$302.42	\$302.42	20 WHITE OAK DR
2	7	59301002000	111E	0	1.00	\$302.42	\$302.42	24 WHITE OAK DR
2	8	59301003000	111	0	1.00	\$302.42	\$302.42	28 WHITE OAK DR
2	9	59301004000	111	0	1.00	\$302.42	\$302.42	32 WHITE OAK DR
2	10	59301005000	111	0	1.00	\$302.42	\$302.42	36 WHITE OAK DR
2	11	59301006000	111	0	1.00	\$302.42	\$302.42	40 WHITE OAK DR
2	12	59301007000	111	0	1.00	\$302.42	\$302.42	44 WHITE OAK DR
2	13	59301008000	111	0	1.00	\$302.42	\$302.42	48 WHITE OAK DR
2	14	59301009000	111	0	1.00	\$302.42	\$302.42	52 WHITE OAK DR
2	15	59301010000	111E	0	1.00	\$302.42	\$302.42	56 WHITE OAK DR
2	16	59301011000	111E	0	1.00	\$302.42	\$302.42	51 RENWOOD LN
2	17	59301012000	111	0	1.00	\$302.42	\$302.42	47 RENWOOD LN
2	18	59301013000	111	0	1.00	\$302.42	\$302.42	43 RENWOOD LN
2	19	59301014000	111	0	1.00	\$302.42	\$302.42	39 RENWOOD LN
2	20	59301015000	111	0	1.00	\$302.42	\$302.42	35 RENWOOD LN
2	21	59301016000	111	0	1.00	\$302.42	\$302.42	31 RENWOOD LN
2	22	59301017000	111	0	1.00	\$302.42	\$302.42	27 RENWOOD LN
2	23	59301018000	111	0	1.00	\$302.42	\$302.42	23 RENWOOD LN
2	24	59301019000	111E	0	1.00	\$302.42	\$302.42	19 RENWOOD LN
2	25	59302001000	111	0	1.00	\$302.42	\$302.42	39 WHITE OAK DR
2	26	59302002000	111	0	1.00	\$302.42	\$302.42	35 WHITE OAK DR
2	27	59302003000	111	0	1.00	\$302.42	\$302.42	31 WHITE OAK DR
2	28	59302004000	111	0	1.00	\$302.42	\$302.42	27 WHITE OAK DR
2	29	59302005000	111	0	1.00	\$302.42	\$302.42	23 WHITE OAK DR
2	30	59302006000	111	0	1.00	\$302.42	\$302.42	19 WHITE OAK DR
2	31	59302007000	111E	0	1.00	\$302.42	\$302.42	11 RENWOOD PL
2	32	59302008000	111	0	1.00	\$302.42	\$302.42	7 RENWOOD PL
2	33	59302009000	80	5.58	-	\$302.42	\$0.00	
2	34	59302010000	80	1.63	-	\$302.42	\$0.00	
2	35	59302011000	111E	0	1.00	\$302.42	\$302.42	2 RENWOOD PL
2	36	59302012000	111E	0	1.00	\$302.42	\$302.42	6 RENWOOD PL
2	37	59302013000	111	0	1.00	\$302.42	\$302.42	10 RENWOOD PL
2	38	59302014000	111	0	1.00	\$302.42	\$302.42	14 RENWOOD LN
2	39	59302015000	111	0	1.00	\$302.42	\$302.42	18 RENWOOD LN
2	40	59302016000	111	0	1.00	\$302.42	\$302.42	22 RENWOOD LN
2	41	59302017000	111	0	1.00	\$302.42	\$302.42	26 RENWOOD LN
2	42	59302018000	111E	0	1.00	\$302.42	\$302.42	30 RENWOOD LN
2	43	59302019000	111	0	1.00	\$302.42	\$302.42	34 RENWOOD LN
2	44	59302020000	111	0	1.00	\$302.42	\$302.42	38 RENWOOD LN
2	45	59302021000	111	0	1.00	\$302.42	\$302.42	42 RENWOOD LN
2	46	59302022000	111	0	1.00	\$302.42	\$302.42	46 RENWOOD LN
2	47	59302023000	111	0	1.00	\$302.42	\$302.42	50 RENWOOD LN
2	48	59311001000	111	0	1.00	\$302.42	\$302.42	536 SILVER OAK TR

ZONE	ASMT		USE CODE	ACRES	ESD UNITS	Rate per		2022-23 ASSESSMENT	PROPERTY ADDRESS
	NO.	APN				ESD	ESD		
2	49	59311002000	111	0	1.00	\$302.42	\$302.42	532 SILVER OAK TR	
2	50	59311003000	111	0	1.00	\$302.42	\$302.42	528 SILVER OAK TR	
2	51	59311004000	111	0	1.00	\$302.42	\$302.42	524 SILVER OAK TR	
2	52	59311005000	111	0	1.00	\$302.42	\$302.42	520 SILVER OAK TR	
2	53	59311006000	111	0	1.00	\$302.42	\$302.42	516 SILVER OAK TR	
2	54	59311007000	111	0	1.00	\$302.42	\$302.42	512 SILVER OAK TR	
2	55	59311008000	111	0	1.00	\$302.42	\$302.42	508 SILVER OAK TR	
2	56	59311009000	111	0	1.00	\$302.42	\$302.42	504 SILVER OAK TR	
2	57	59311010000	111	0	1.00	\$302.42	\$302.42	500 SILVER OAK TR	
2	58	59312003000	111	0	1.00	\$302.42	\$302.42	90 STONECREEK DR	
2	59	59312004000	111E	0	1.00	\$302.42	\$302.42	86 STONECREEK DR	
2	60	59312005000	111	0	1.00	\$302.42	\$302.42	82 STONECREEK DR	
2	61	59312006000	111	0	1.00	\$302.42	\$302.42	78 STONECREEK DR	
2	62	59312007000	111	0	1.00	\$302.42	\$302.42	74 STONECREEK DR	
2	63	59312008000	111	0	1.00	\$302.42	\$302.42	70 STONECREEK DR	
2	64	59312009000	111	0	1.00	\$302.42	\$302.42	66 STONECREEK DR	
2	65	59312010000	111E	0	1.00	\$302.42	\$302.42	62 STONECREEK DR	
2	66	59312011000	111	0	1.00	\$302.42	\$302.42	58 STONECREEK DR	
2	67	59312012000	111	0	1.00	\$302.42	\$302.42	54 STONECREEK DR	
2	68	59312013000	111	0	1.00	\$302.42	\$302.42	50 STONECREEK DR	
2	69	59312014000	111	0	1.00	\$302.42	\$302.42	46 STONECREEK DR	
2	70	59312015000	111E	0	1.00	\$302.42	\$302.42	42 STONECREEK DR	
2	71	59312016000	111	0	1.00	\$302.42	\$302.42	38 STONECREEK DR	
2	72	59312017000	111	0	1.00	\$302.42	\$302.42	34 STONECREEK DR	
2	73	59312018000	111E	0	1.00	\$302.42	\$302.42	30 STONECREEK DR	
2	74	59312019000	111	0	1.00	\$302.42	\$302.42	26 STONECREEK DR	
2	75	59312020000	111	0	1.00	\$302.42	\$302.42	22 STONECREEK DR	
2	76	59312021000	111	0	1.00	\$302.42	\$302.42	18 STONECREEK DR	
2	77	59312022000	111	0	1.00	\$302.42	\$302.42	14 STONECREEK DR	
2	78	59312023000	111	0	1.00	\$302.42	\$302.42	10 STONECREEK DR	
2	79	59312024000	111	0	1.00	\$302.42	\$302.42	6 STONECREEK DR	
2	80	59312025000	111	0	1.00	\$302.42	\$302.42	2 STONECREEK DR	
2	81	59312026000	111E	0.15	1.00	\$302.42	\$302.42	98 STONECREEK DR	
2	82	59312027000	111E	0.13	1.00	\$302.42	\$302.42	94 STONECREEK DR	
2	83	59313001000	111E	0	1.00	\$302.42	\$302.42	75 STONECREEK DR	
2	84	59313002000	111	0	1.00	\$302.42	\$302.42	71 STONECREEK DR	
2	85	59313003000	111	0	1.00	\$302.42	\$302.42	67 STONECREEK DR	
2	86	59313004000	111E	0	1.00	\$302.42	\$302.42	63 STONECREEK DR	
2	87	59313005000	111	0	1.00	\$302.42	\$302.42	59 STONECREEK DR	
2	88	59313006000	111E	0	1.00	\$302.42	\$302.42	55 STONECREEK DR	
2	89	59313007000	111	0	1.00	\$302.42	\$302.42	51 STONECREEK DR	
2	90	59313008000	111	0	1.00	\$302.42	\$302.42	47 STONECREEK DR	
2	91	59313009000	111	0	1.00	\$302.42	\$302.42	43 STONECREEK DR	
2	92	59313010000	111	0	1.00	\$302.42	\$302.42	39 STONECREEK DR	
2	93	59313011000	111	0	1.00	\$302.42	\$302.42	35 STONECREEK DR	
2	94	59313012000	111	0	1.00	\$302.42	\$302.42	31 STONECREEK DR	
2	95	59313013000	111E	0	1.00	\$302.42	\$302.42	27 STONECREEK DR	
2	96	59313014000	111	0	1.00	\$302.42	\$302.42	23 STONECREEK DR	

ZONE	ASMT NO.	APN	USE CODE	ACRES	ESD UNITS	Rate per ESD	2022-23 ASSESSMENT	PROPERTY ADDRESS
2	97	59313015000	111	0	1.00	\$302.42	\$302.42	19 STONECREEK DR
2	98	59313016000	111	0	1.00	\$302.42	\$302.42	15 STONECREEK DR
2	99	59313017000	111	0	1.00	\$302.42	\$302.42	11 STONECREEK DR
2	100	59313018000	111	0	1.00	\$302.42	\$302.42	7 STONECREEK DR
2	101	59313019000	111	0	1.00	\$302.42	\$302.42	3 STONECREEK DR
2	102	59313020000	111	0	1.00	\$302.42	\$302.42	39 SEQUOIA GROVE W
2	103	59313021000	111	0	1.00	\$302.42	\$302.42	35 SEQUOIA GROVE W
2	104	59313022000	111	0	1.00	\$302.42	\$302.42	31 SEQUOIA GROVE W
2	105	59313023000	111	0	1.00	\$302.42	\$302.42	27 SEQUOIA GROVE W
2	106	59313024000	111	0	1.00	\$302.42	\$302.42	23 SEQUOIA GROVE W
2	107	59313025000	111	0	1.00	\$302.42	\$302.42	19 SEQUOIA GROVE W
2	108	59313026000	111	0	1.00	\$302.42	\$302.42	2 KARLY CT
2	109	59313027000	111E	0	1.00	\$302.42	\$302.42	6 KARLY CT
2	110	59313028000	111	0	1.00	\$302.42	\$302.42	10 KARLY CT
2	111	59313029000	111	0	1.00	\$302.42	\$302.42	14 KARLY CT
2	112	59313030000	111	0	1.00	\$302.42	\$302.42	18 KARLY CT
2	113	59313031000	111	0	1.00	\$302.42	\$302.42	22 KARLY CT
2	114	59313032000	111	0	1.00	\$302.42	\$302.42	23 KARLY CT
2	115	59313033000	111E	0	1.00	\$302.42	\$302.42	19 KARLY CT
2	116	59313034000	111	0	1.00	\$302.42	\$302.42	15 KARLY CT
2	117	59313035000	111	0	1.00	\$302.42	\$302.42	11 KARLY CT
2	118	59313036000	111	0	1.00	\$302.42	\$302.42	7 KARLY CT
2	119	59313037000	111E	0	1.00	\$302.42	\$302.42	3 KARLY CT
2	120	59313038000	111E	0	1.00	\$302.42	\$302.42	2 DEAVER CT
2	121	59313039000	111	0	1.00	\$302.42	\$302.42	6 DEAVER CT
2	122	59313040000	111	0	1.00	\$302.42	\$302.42	10 DEAVER CT
2	123	59313041000	111E	0	1.00	\$302.42	\$302.42	14 DEAVER CT
2	124	59313042000	111	0	1.00	\$302.42	\$302.42	18 DEAVER CT
2	125	59313043000	111	0	1.00	\$302.42	\$302.42	11 DEAVER CT
2	126	59313044000	111	0	1.00	\$302.42	\$302.42	7 DEAVER CT
2	127	59313045000	111	0	1.00	\$302.42	\$302.42	3 DEAVER CT
2	128	59313046000	111E	0	1.00	\$302.42	\$302.42	36 TOSCANA DR
2	129	59313047000	111E	0	1.00	\$302.42	\$302.42	40 TOSCANA DR
2	130	59314001000	111E	0	1.00	\$302.42	\$302.42	63 TOSCANA DR
2	131	59314002000	111E	0	1.00	\$302.42	\$302.42	59 TOSCANA DR
2	132	59314003000	111E	0	1.00	\$302.42	\$302.42	55 TOSCANA DR
2	133	59314004000	111E	0	1.00	\$302.42	\$302.42	51 TOSCANA DR
2	134	59314005000	111E	0	1.00	\$302.42	\$302.42	47 TOSCANA DR
2	135	59314006000	111E	0	1.00	\$302.42	\$302.42	43 TOSCANA DR
2	136	59314007000	111E	0	1.00	\$302.42	\$302.42	39 TOSCANA DR
2	137	59314008000	111E	0	1.00	\$302.42	\$302.42	35 TOSCANA DR
2	138	59314009000	111E	0	1.00	\$302.42	\$302.42	31 TOSCANA DR
2	139	59314010000	111	0	1.00	\$302.42	\$302.42	27 TOSCANA DR
2	140	59314011000	111	0	1.00	\$302.42	\$302.42	23 TOSCANA DR
2	141	59314012000	111	0	1.00	\$302.42	\$302.42	19 TOSCANA DR
2	142	59314013000	111	0	1.00	\$302.42	\$302.42	15 TOSCANA DR
2	143	59314014000	111	0	1.00	\$302.42	\$302.42	11 TOSCANA DR

ZONE	ASMT		USE CODE	ACRES	ESD UNITS	Rate per	2022-23	PROPERTY ADDRESS
	NO.	APN				ESD	ASSESSMENT	
2	144	59314015000	111	0	1.00	\$302.42	\$302.42	7 TOSCANA DR
2	145	59314016000	111	0	1.00	\$302.42	\$302.42	3 TOSCANA DR
2	146	59314017000	111	0	1.00	\$302.42	\$302.42	7 SEQUOIA GROVE CT
2	147	59314018000	111	0	1.00	\$302.42	\$302.42	3 SEQUOIA GROVE CT
2	148	59314019000	111	0	1.00	\$302.42	\$302.42	2 SEQUOIA GROVE CT
2	149	59314020000	111	0	1.00	\$302.42	\$302.42	6 SEQUOIA GROVE CT
2	150	59314021000	111	0	1.00	\$302.42	\$302.42	10 SEQUOIA GROVE C
2	151	59314022000	111	0	1.00	\$302.42	\$302.42	14 SEQUOIA GROVE W
2	152	59314023000	111	0	1.00	\$302.42	\$302.42	18 SEQUOIA GROVE W
2	153	59314024000	111	0	1.00	\$302.42	\$302.42	22 SEQUOIA GROVE W
2	154	59314025000	111	0	1.00	\$302.42	\$302.42	26 SEQUOIA GROVE W
2	155	59314026000	111	0	1.00	\$302.42	\$302.42	30 SEQUOIA GROVE W
2	156	59314027000	111	0	1.00	\$302.42	\$302.42	34 SEQUOIA GROVE W
2	157	59314028000	111	0	1.00	\$302.42	\$302.42	38 SEQUOIA GROVE W
2	158	59314029000	111	0	1.00	\$302.42	\$302.42	42 SEQUOIA GROVE W
2	159	59314030000	111E	0	1.00	\$302.42	\$302.42	46 SEQUOIA GROVE W
2	160	59314031000	111	0	1.00	\$302.42	\$302.42	50 SEQUOIA GROVE W
2	161	59314032000	111	0	1.00	\$302.42	\$302.42	54 SEQUOIA GROVE W
2	162	59314033000	111	0	1.00	\$302.42	\$302.42	58 SEQUOIA GROVE W
2	163	59321001000	111	0	1.00	\$302.42	\$302.42	3 SPINETTA CT
2	164	59321002000	111	0	1.00	\$302.42	\$302.42	7 SPINETTA CT
2	165	59321003000	111	0	1.00	\$302.42	\$302.42	11 SPINETTA CT
2	166	59321004000	111	0	1.00	\$302.42	\$302.42	15 SPINETTA CT
2	167	59321005000	111	0	1.00	\$302.42	\$302.42	14 SPINETTA CT
2	168	59321006000	111	0	1.00	\$302.42	\$302.42	10 SPINETTA CT
2	169	59321007000	111	0	1.00	\$302.42	\$302.42	6 SPINETTA CT
2	170	59321008000	111	0	1.00	\$302.42	\$302.42	2 SPINETTA CT
2	171	59322001000	111	0	1.00	\$302.42	\$302.42	94 OAKSTONE WAY
2	172	59322002000	111	0	1.00	\$302.42	\$302.42	98 OAKSTONE WAY
2	173	59322003000	111	0	1.00	\$302.42	\$302.42	102 OAKSTONE WAY
2	174	59322004000	111E	0	1.00	\$302.42	\$302.42	106 OAKSTONE WAY
2	175	59322005000	111	0	1.00	\$302.42	\$302.42	110 OAKSTONE WAY
2	176	59322006000	111	0	1.00	\$302.42	\$302.42	114 OAKSTONE WAY
2	177	59322007000	111	0	1.00	\$302.42	\$302.42	118 OAKSTONE WAY
2	178	59322008000	111	0	1.00	\$302.42	\$302.42	122 OAKSTONE WAY
2	179	59322009000	111	0	1.00	\$302.42	\$302.42	126 OAKSTONE WAY
2	180	59323001000	111	0	1.00	\$302.42	\$302.42	101 OAKSTONE WAY
2	181	59323002000	111E	0	1.00	\$302.42	\$302.42	97 OAKSTONE WAY
2	182	59323003000	111	0	1.00	\$302.42	\$302.42	93 OAKSTONE WAY
2	183	59323004000	111	0	1.00	\$302.42	\$302.42	89 OAKSTONE WAY
2	184	59323005000	111E	0	1.00	\$302.42	\$302.42	85 OAKSTONE WAY
2	185	59323006000	111	0	1.00	\$302.42	\$302.42	81 OAKSTONE WAY
2	186	59323007000	111	0	1.00	\$302.42	\$302.42	77 OAKSTONE WAY
2	187	59323008000	111	0	1.00	\$302.42	\$302.42	73 OAKSTONE WAY
2	188	59323009000	111	0	1.00	\$302.42	\$302.42	69 OAKSTONE WAY
2	189	59323010000	111	0	1.00	\$302.42	\$302.42	65 OAKSTONE WAY
2	190	59324001000	80	0	-	\$302.42	\$0.00	

**Engineer's Report**  
**Landscape and Lighting Assessment District**  
**City of American Canyon**  
**Fiscal Year 2022-23**



ZONE	ASMT		USE CODE	ACRES	ESD UNITS	Rate per		2022-23 ASSESSMENT	PROPERTY ADDRESS
	NO.	APN				ESD	ESD		
2	191	59324002000	111	0	1.00	\$302.42	\$302.42	90 OAKSTONE WAY	
2	192	59324003000	111	0	1.00	\$302.42	\$302.42	86 OAKSTONE WAY	
2	193	59324004000	111	0	1.00	\$302.42	\$302.42	82 OAKSTONE WAY	
2	194	59324005000	111	0	1.00	\$302.42	\$302.42	78 OAKSTONE WAY	
2	195	59324006000	111	0	1.00	\$302.42	\$302.42	74 OAKSTONE WAY	
2	196	59324007000	111	0	1.00	\$302.42	\$302.42	70 OAKSTONE WAY	
2	197	59324008000	111	0	1.00	\$302.42	\$302.42	66 OAKSTONE WAY	
2	198	59324009000	111	0	1.00	\$302.42	\$302.42	62 OAKSTONE WAY	
2	199	59324010000	111	0	1.00	\$302.42	\$302.42	58 OAKSTONE WAY	
2	200	59324011000	111	0	1.00	\$302.42	\$302.42	54 OAKSTONE WAY	
2	201	59324012000	111	0	1.00	\$302.42	\$302.42	50 OAKSTONE WAY	
2	202	59324013000	111	0	1.00	\$302.42	\$302.42	46 OAKSTONE WAY	
2	203	59325001000	111	0	1.00	\$302.42	\$302.42	60 WHITE OAK DR	
2	204	59325002000	111E	0	1.00	\$302.42	\$302.42	64 WHITE OAK DR	
2	205	59325003000	111E	0	1.00	\$302.42	\$302.42	68 WHITE OAK DR	
2	206	59325004000	111	0	1.00	\$302.42	\$302.42	72 WHITE OAK DR	
2	207	59325005000	111	0	1.00	\$302.42	\$302.42	76 WHITE OAK DR	
2	208	59325006000	111	0	1.00	\$302.42	\$302.42	80 WHITE OAK DR	
2	209	59325007000	111	0	1.00	\$302.42	\$302.42	84 WHITE OAK DR	
2	210	59325008000	111E	0	1.00	\$302.42	\$302.42	88 WHITE OAK DR	
2	211	59325009000	111	0	1.00	\$302.42	\$302.42	92 WHITE OAK DR	
2	212	59325010000	111E	0	1.00	\$302.42	\$302.42	96 WHITE OAK DR	
2	213	59325011000	111E	0	1.00	\$302.42	\$302.42	91 RENWOOD LN	
2	214	59325012000	111E	0	1.00	\$302.42	\$302.42	87 RENWOOD LN	
2	215	59325013000	111E	0	1.00	\$302.42	\$302.42	83 RENWOOD LN	
2	216	59325014000	111E	0	1.00	\$302.42	\$302.42	79 RENWOOD LN	
2	217	59325015000	111E	0	1.00	\$302.42	\$302.42	75 RENWOOD LN	
2	218	59325016000	111E	0	1.00	\$302.42	\$302.42	71 RENWOOD LN	
2	219	59325017000	111E	0	1.00	\$302.42	\$302.42	67 RENWOOD LN	
2	220	59325018000	111	0	1.00	\$302.42	\$302.42	63 RENWOOD LN	
2	221	59325019000	111E	0	1.00	\$302.42	\$302.42	59 RENWOOD LN	
2	222	59325020000	111	0	1.00	\$302.42	\$302.42	55 RENWOOD LN	
2	223	59326001000	111	0	1.00	\$302.42	\$302.42	54 RENWOOD LN	
2	224	59326002000	111	0	1.00	\$302.42	\$302.42	58 RENWOOD LN	
2	225	59326003000	111E	0	1.00	\$302.42	\$302.42	62 RENWOOD LN	
2	226	59326004000	111	0	1.00	\$302.42	\$302.42	66 RENWOOD LN	
2	227	59326005000	111E	0	1.00	\$302.42	\$302.42	70 RENWOOD LN	
2	228	59326006000	111E	0	1.00	\$302.42	\$302.42	74 RENWOOD LN	
2	229	59326007000	111	0	1.00	\$302.42	\$302.42	78 RENWOOD LN	
2	230	59326008000	111	0	1.00	\$302.42	\$302.42	82 RENWOOD LN	
2	231	59326009000	111	0	1.00	\$302.42	\$302.42	86 RENWOOD LN	
2	232	59326010000	111	0	1.00	\$302.42	\$302.42	90 RENWOOD LN	
2	233	59326011000	111E	0	1.00	\$302.42	\$302.42	94 RENWOOD LN	
2	234	59331001000	111	0	1.00	\$302.42	\$302.42	48 IRONHORSE DR	
2	235	59331002000	111	0	1.00	\$302.42	\$302.42	44 IRONHORSE DR	
2	236	59331003000	111	0	1.00	\$302.42	\$302.42	40 IRONHORSE DR	
2	237	59331004000	80	3.54	-	\$302.42	\$0.00		

ZONE	ASMT		USE CODE	ACRES	ESD UNITS	Rate per		2022-23 ASSESSMENT	PROPERTY ADDRESS
	NO.	APN				ESD	ESD		
2	238	59331005000	111	0	1.00	\$302.42	\$302.42	14 IRONHORSE DR	
2	239	59331006000	111	0	1.00	\$302.42	\$302.42	10 IRONHORSE DR	
2	240	59331007000	111E	0	1.00	\$302.42	\$302.42	6 IRONHORSE DR	
2	241	59331008000	111	0	1.00	\$302.42	\$302.42	2 IRONHORSE DR	
2	242	59331009000	111	0	1.00	\$302.42	\$302.42	2 OAKSTONE CT	
2	243	59331010000	111E	0	1.00	\$302.42	\$302.42	6 OAKSTONE CT	
2	244	59331011000	111	0	1.00	\$302.42	\$302.42	10 OAKSTONE CT	
2	245	59331012000	111E	0	1.00	\$302.42	\$302.42	14 OAKSTONE WAY	
2	246	59331013000	111E	0	1.00	\$302.42	\$302.42	18 OAKSTONE WAY	
2	247	59331014000	111	0	1.00	\$302.42	\$302.42	22 OAKSTONE WAY	
2	248	59331015000	111	0	1.00	\$302.42	\$302.42	26 OAKSTONE WAY	
2	249	59331016000	111	0	1.00	\$302.42	\$302.42	30 OAKSTONE WAY	
2	250	59331017000	111E	0	1.00	\$302.42	\$302.42	34 OAKSTONE WAY	
2	251	59331018000	111	0	1.00	\$302.42	\$302.42	38 OAKSTONE WAY	
2	252	59331019000	111	0	1.00	\$302.42	\$302.42	42 OAKSTONE WAY	
2	253	59332001000	111	0	1.00	\$302.42	\$302.42	39 IRONHORSE DR	
2	254	59332002000	111	0	1.00	\$302.42	\$302.42	35 IRONHORSE DR	
2	255	59332003000	111	0	1.00	\$302.42	\$302.42	31 IRONHORSE DR	
2	256	59332004000	111	0	1.00	\$302.42	\$302.42	27 IRONHORSE DR	
2	257	59332005000	111	0	1.00	\$302.42	\$302.42	23 IRONHORSE DR	
2	258	59332006000	111	0	1.00	\$302.42	\$302.42	19 IRONHORSE DR	
2	259	59332007000	111	0	1.00	\$302.42	\$302.42	15 IRONHORSE DR	
2	260	59332008000	111	0	1.00	\$302.42	\$302.42	11 IRONHORSE DR	
2	261	59332009000	111E	0	1.00	\$302.42	\$302.42	7 IRONHORSE DR	
2	262	59332010000	111	0	1.00	\$302.42	\$302.42	3 IRONHORSE DR	
2	263	59332011000	111	0	1.00	\$302.42	\$302.42	2 SIRAH DR	
2	264	59332012000	111	0	1.00	\$302.42	\$302.42	6 SIRAH DR	
2	265	59332013000	111E	0	1.00	\$302.42	\$302.42	10 SIRAH DR	
2	266	59332014000	111	0	1.00	\$302.42	\$302.42	14 SIRAH DR	
2	267	59332015000	111E	0	1.00	\$302.42	\$302.42	18 SIRAH DR	
2	268	59332016000	111	0	1.00	\$302.42	\$302.42	22 SIRAH DR	
2	269	59332017000	111	0	1.00	\$302.42	\$302.42	26 SIRAH DR	
2	270	59332018000	111E	0	1.00	\$302.42	\$302.42	30 SIRAH DR	
2	271	59332019000	111	0	1.00	\$302.42	\$302.42	34 SIRAH DR	
2	272	59332020000	111	0	1.00	\$302.42	\$302.42	38 SIRAH DR	
2	273	59333001000	111E	0	1.00	\$302.42	\$302.42	39 SIRAH DR	
2	274	59333002000	111	0	1.00	\$302.42	\$302.42	35 SIRAH DR	
2	275	59333003000	111	0	1.00	\$302.42	\$302.42	31 SIRAH DR	
2	276	59333004000	111	0	1.00	\$302.42	\$302.42	27 SIRAH DR	
2	277	59333005000	111	0	1.00	\$302.42	\$302.42	23 SIRAH DR	
2	278	59333006000	111	0	1.00	\$302.42	\$302.42	19 SIRAH DR	
2	279	59333007000	111	0	1.00	\$302.42	\$302.42	15 SIRAH DR	
2	280	59333008000	111	0	1.00	\$302.42	\$302.42	11 SIRAH DR	
2	281	59333009000	111	0	1.00	\$302.42	\$302.42	7 SIRAH DR	
2	282	59333010000	111	0	1.00	\$302.42	\$302.42	3 SIRAH DR	
2	283	59341001000	111	0	1.00	\$302.42	\$302.42	584 GRANITE SPRING	
2	284	59341002000	111	0	1.00	\$302.42	\$302.42	580 GRANITE SPRING	

ZONE	ASMT		USE CODE	ACRES	ESD UNITS	Rate per		2022-23 ASSESSMENT	PROPERTY ADDRESS
	NO.	APN				ESD	ESD		
2	285	59341003000	111	0	1.00	\$302.42	\$302.42	576 GRANITE SPRING	
2	286	59341004000	111E	0	1.00	\$302.42	\$302.42	572 GRANITE SPRING	
2	287	59341005000	111	0	1.00	\$302.42	\$302.42	568 GRANITE SPRING	
2	288	59341006000	111	0	1.00	\$302.42	\$302.42	564 GRANITE SPRING	
2	289	59341007000	111	0	1.00	\$302.42	\$302.42	560 GRANITE SPRINGS W	
2	290	59341008000	111	0	1.00	\$302.42	\$302.42	556 GRANITE SPRING	
2	291	59341009000	111E	0	1.00	\$302.42	\$302.42	552 GRANITE SPRING	
2	292	59341010000	111	0	1.00	\$302.42	\$302.42	548 GRANITE SPRING	
2	293	59341011000	111E	0	1.00	\$302.42	\$302.42	544 GRANITE SPRING	
2	294	59341012000	111	0	1.00	\$302.42	\$302.42	540 GRANITE SPRING	
2	295	59341013000	111	0	1.00	\$302.42	\$302.42	536 GRANITE SPRING	
2	296	59341014000	111	0	1.00	\$302.42	\$302.42	532 GRANITE SPRING	
2	297	59341015000	111E	0	1.00	\$302.42	\$302.42	528 GRANITE SPRING	
2	298	59341016000	111	0	1.00	\$302.42	\$302.42	524 GRANITE SPRING	
2	299	59341017000	111E	0	1.00	\$302.42	\$302.42	520 GRANITE SPRING	
2	300	59341018000	111E	0	1.00	\$302.42	\$302.42	516 GRANITE SPRING	
2	301	59341019000	111	0	1.00	\$302.42	\$302.42	512 GRANITE SPRING	
2	302	59341020000	111	0	1.00	\$302.42	\$302.42	508 GRANITE SPRING	
2	303	59341021000	111	0	1.00	\$302.42	\$302.42	504 GRANITE SPRING	
2	304	59341022000	111	0	1.00	\$302.42	\$302.42	500 GRANITE SPRING	
2	305	59342001000	111	0	1.00	\$302.42	\$302.42	575 GRANITE SPRING	
2	306	59342002000	111	0	1.00	\$302.42	\$302.42	571 GRANITE SPRING	
2	307	59342003000	111E	0	1.00	\$302.42	\$302.42	567 GRANITE SPRING	
2	308	59342004000	111	0	1.00	\$302.42	\$302.42	563 GRANITE SPRING	
2	309	59342005000	111E	0	1.00	\$302.42	\$302.42	559 GRANITE SPRING	
2	310	59342006000	111	0	1.00	\$302.42	\$302.42	3 SADIE PL	
2	311	59342007000	111E	0	1.00	\$302.42	\$302.42	2 SADIE PL	
2	312	59342008000	111	0	1.00	\$302.42	\$302.42	6 SADIE PL	
2	313	59342009000	111E	0	1.00	\$302.42	\$302.42	545 GRANITE SPRING	
2	314	59342010000	111	0	1.00	\$302.42	\$302.42	541 GRANITE SPRING	
2	315	59342011000	111	0	1.00	\$302.42	\$302.42	537 GRANITE SPRING	
2	316	59342012000	111	0	1.00	\$302.42	\$302.42	533 GRANITE SPRING	
2	317	59342013000	111E	0	1.00	\$302.42	\$302.42	529 GRANITE SPRING	
2	318	59342014000	111	0	1.00	\$302.42	\$302.42	27 MARSALA PL	
2	319	59342015000	111E	0	1.00	\$302.42	\$302.42	23 MARSALA PL	
2	320	59342016000	111	0	1.00	\$302.42	\$302.42	19 MARSALA PL	
2	321	59342017000	111E	0	1.00	\$302.42	\$302.42	15 MARSALA PL	
2	322	59342018000	111	0	1.00	\$302.42	\$302.42	11 MARSALA PL	
2	323	59342019000	111	0	1.00	\$302.42	\$302.42	7 MARSALA PL	
2	324	59342020000	111E	0	1.00	\$302.42	\$302.42	3 MARSALA PL	
2	325	59342021000	111	0	1.00	\$302.42	\$302.42	2 MARSALA PL	
2	326	59342022000	111E	0	1.00	\$302.42	\$302.42	6 MARSALA PL	
2	327	59342023000	111E	0	1.00	\$302.42	\$302.42	10 MARSALA PL	
2	328	59342024000	111E	0	1.00	\$302.42	\$302.42	14 MARSALA PL	
2	329	59342025000	111	0	1.00	\$302.42	\$302.42	18 MARSALA PL	
2	330	59342026000	111	0	1.00	\$302.42	\$302.42	22 MARSALA PL	
2	331	59342027000	111	0	1.00	\$302.42	\$302.42	26 MARSALA PL	

ZONE	ASMT		USE CODE	ACRES	ESD UNITS	Rate per		2022-23 ASSESSMENT	PROPERTY ADDRESS
	NO.	APN				ESD	ESD		
2	332	59342028000	111	0	1.00	\$302.42	\$302.42	30 MARSALA PL	
2	333	59361001000	111E	0.15	1.00	\$302.42	\$302.42	227 CANTADA WAY	
2	334	59361002000	111E	0.15	1.00	\$302.42	\$302.42	231 CANTADA WAY	
2	335	59361003000	111E	0.15	1.00	\$302.42	\$302.42	235 CANTADA WAY	
2	336	59361004000	111E	0.15	1.00	\$302.42	\$302.42	239 CANTADA WAY	
2	337	59361005000	111E	0.15	1.00	\$302.42	\$302.42	243 CANTADA WAY	
2	338	59361006000	111E	0.15	1.00	\$302.42	\$302.42	247 CANTADA WAY	
2	339	59361007000	111E	0.16	1.00	\$302.42	\$302.42	251 CANTADA WAY	
2	340	59361008000	111E	0.27	1.00	\$302.42	\$302.42	255 CANTADA WAY	
2	341	59361009000	111E	0.23	1.00	\$302.42	\$302.42	259 CANTADA WAY	
2	342	59361010000	111E	0.19	1.00	\$302.42	\$302.42	263 CANTADA WAY	
2	343	59361011000	111E	0.18	1.00	\$302.42	\$302.42	267 CANTADA WAY	
2	344	59361012000	111E	0.18	1.00	\$302.42	\$302.42	271 CANTADA WAY	
2	345	59361013000	111E	0.18	1.00	\$302.42	\$302.42	275 CANTADA WAY	
2	346	59361014000	111E	0.18	1.00	\$302.42	\$302.42	279 CANTADA WAY	
2	347	59361015000	111E	0.18	1.00	\$302.42	\$302.42	283 CANTADA WAY	
2	348	59361016000	111E	0.18	1.00	\$302.42	\$302.42	287 CANTADA WAY	
2	349	59361017000	111E	0.18	1.00	\$302.42	\$302.42	291 CANTADA WAY	
2	350	59361018000	111E	0.19	1.00	\$302.42	\$302.42	295 CANTADA CT	
2	351	59361019000	111E	0.36	1.00	\$302.42	\$302.42	299 CANTADA CT	
2	352	59361020000	111E	0.3	1.00	\$302.42	\$302.42	311 CANTADA CT	
2	353	59361021000	111E	0.28	1.00	\$302.42	\$302.42	312 CANTADA CT	
2	354	59361022000	111E	0.15	1.00	\$302.42	\$302.42	308 CANTADA CT	
2	355	59361023000	111E	0.17	1.00	\$302.42	\$302.42	304 CANTADA CT	
2	356	59361024000	111E	0.17	1.00	\$302.42	\$302.42	300 CANTADA CT	
2	357	59361025000	111E	0.18	1.00	\$302.42	\$302.42	236 SAGEBRUSH LN	
2	358	59361026000	111E	0.17	1.00	\$302.42	\$302.42	232 SAGEBRUSH LN	
2	359	59361027000	111E	0.19	1.00	\$302.42	\$302.42	228 SAGEBRUSH LN	
2	360	59361028000	111E	0.17	1.00	\$302.42	\$302.42	19 FARENTINO PL	
2	361	59361029000	111E	0.16	1.00	\$302.42	\$302.42	15 FARENTINO PL	
2	362	59361030000	111E	0.17	1.00	\$302.42	\$302.42	11 FARENTINO PL	
2	363	59361031000	111E	0.2	1.00	\$302.42	\$302.42	7 FARENTINO PL	
2	364	59361032000	111E	0.19	1.00	\$302.42	\$302.42	3 FARENTINO PL	
2	365	59362001000	111	0.17	1.00	\$302.42	\$302.42	222 CANTADA WAY	
2	366	59362002000	111	0.17	1.00	\$302.42	\$302.42	226 CANTADA WAY	
2	367	59362003000	111	0.17	1.00	\$302.42	\$302.42	230 CANTADA WAY	
2	368	59362004000	111E	0.17	1.00	\$302.42	\$302.42	234 CANTADA WAY	
2	369	59362005000	111E	0.2	1.00	\$302.42	\$302.42	238 CANTADA WAY	
2	370	59362006000	111E	0.21	1.00	\$302.42	\$302.42	242 CANTADA WAY	
2	371	59362007000	111E	0.18	1.00	\$302.42	\$302.42	264 CANTADA WAY	
2	372	59362008000	111E	0.16	1.00	\$302.42	\$302.42	268 CANTADA WAY	
2	373	59362009000	111E	0.17	1.00	\$302.42	\$302.42	272 CANTADA WAY	
2	374	59362010000	111E	0.17	1.00	\$302.42	\$302.42	235 SORRENTO LN	
2	375	59362011000	111E	0.15	1.00	\$302.42	\$302.42	231 SORRENTO LN	
2	376	59362012000	111E	0.15	1.00	\$302.42	\$302.42	227 SORRENTO LN	
2	377	59362013000	111E	0.15	1.00	\$302.42	\$302.42	223 SORRENTO LN	
2	378	59362014000	111E	0.15	1.00	\$302.42	\$302.42	219 SORRENTO LN	

ZONE	ASMT		USE CODE	ACRES	ESD UNITS	Rate per		2022-23 ASSESSMENT	PROPERTY ADDRESS
	NO.	APN				ESD	ESD		
2	379	59362015000	111E	0.17	1.00	\$302.42	\$302.42	215 SORRENTO LN	
2	380	59363001000	111E	0.21	1.00	\$302.42	\$302.42	206 SORRENTO LN	
2	381	59363002000	111E	0.17	1.00	\$302.42	\$302.42	210 SORRENTO LN	
2	382	59363003000	111E	0.17	1.00	\$302.42	\$302.42	214 SORRENTO LN	
2	383	59363004000	111E	0.17	1.00	\$302.42	\$302.42	218 SORRENTO LN	
2	384	59363005000	111E	0.17	1.00	\$302.42	\$302.42	222 SORRENTO LN	
2	385	59363006000	111E	0.2	1.00	\$302.42	\$302.42	226 SORRENTO LN	
2	386	59363007000	111E	0.2	1.00	\$302.42	\$302.42	230 SORRENTO LN	
2	387	59363008000	111E	0.22	1.00	\$302.42	\$302.42	234 SORRENTO LN	
2	388	59363009000	111E	0.17	1.00	\$302.42	\$302.42	282 CANTADA WAY	
2	389	59363010000	111E	0.15	1.00	\$302.42	\$302.42	286 CANTADA WAY	
2	390	59363011000	111E	0.17	1.00	\$302.42	\$302.42	290 CANTADA WAY	
2	391	59363012000	111E	0.18	1.00	\$302.42	\$302.42	231 SAGEBRUSH LN	
2	392	59363013000	111E	0.18	1.00	\$302.42	\$302.42	227 SAGEBRUSH LN	
2	393	59363014000	111E	0.15	1.00	\$302.42	\$302.42	223 SAGEBRUSH LN	
2	394	59363015000	111E	0.15	1.00	\$302.42	\$302.42	219 SAGEBRUSH LN	
2	395	59363016000	111E	0.15	1.00	\$302.42	\$302.42	215 SAGEBRUSH LN	
2	396	59363017000	111E	0.15	1.00	\$302.42	\$302.42	211 SAGEBRUSH LN	
2	397	59363018000	111E	0.15	1.00	\$302.42	\$302.42	207 SAGEBRUSH LN	
2	398	59363019000	111E	0.16	1.00	\$302.42	\$302.42	203 SAGEBRUSH LN	
2	399	59363020000	80	0.02	-	\$302.42	\$0.00		
2	400	59364001000	111E	0.17	1.00	\$302.42	\$302.42	212 SAGEBRUSH LN	
2	401	59364002000	111E	0.15	1.00	\$302.42	\$302.42	216 SAGEBRUSH LN	
2	402	59364003000	111E	0.17	1.00	\$302.42	\$302.42	220 SAGEBRUSH LN	
2	403	59364004000	111E	0.15	1.00	\$302.42	\$302.42	18 FARENTINO PL	
2	404	59364005000	111E	0.17	1.00	\$302.42	\$302.42	14 FARENTINO PL	
2	405	59364006000	111E	0.15	1.00	\$302.42	\$302.42	10 FARENTINO PL	
2	406	59364007000	111E	0.15	1.00	\$302.42	\$302.42	6 FARENTINO PL	
2	407	59364008000	111E	0.19	1.00	\$302.42	\$302.42	2 FARENTINO PL	
2	408	59364009000	111E	0.24	1.00	\$302.42	\$302.42	3 SELVINO CT	
2	409	59364010000	111E	0.22	1.00	\$302.42	\$302.42	7 SELVINO CT	
2	410	59364011000	111E	0.17	1.00	\$302.42	\$302.42	11 SELVINO CT	
2	411	59364012000	111E	0.17	1.00	\$302.42	\$302.42	15 SELVINO CT	
2	412	59371001000	111E	0.14	1.00	\$302.42	\$302.42	350 SUMMERWOOD DR	
2	413	59371002000	111E	0.11	1.00	\$302.42	\$302.42	346 SUMMERWOOD DR	
2	414	59371003000	111E	0.11	1.00	\$302.42	\$302.42	342 SUMMERWOOD DR	
2	415	59371004000	111E	0.11	1.00	\$302.42	\$302.42	338 SUMMERWOOD DR	
2	416	59371005000	111E	0.11	1.00	\$302.42	\$302.42	334 SUMMERWOOD DR	
2	417	59371006000	111E	0.11	1.00	\$302.42	\$302.42	330 SUMMERWOOD DR	
2	418	59371007000	111E	0.11	1.00	\$302.42	\$302.42	326 SUMMERWOOD DR	
2	419	59371008000	111E	0.11	1.00	\$302.42	\$302.42	322 SUMMERWOOD DR	
2	420	59371009000	111	0.11	1.00	\$302.42	\$302.42	318 SUMMERWOOD DR	
2	421	59371010000	111	0.11	1.00	\$302.42	\$302.42	314 SUMMERWOOD DR	
2	422	59371011000	111	0.11	1.00	\$302.42	\$302.42	310 SUMMERWOOD DR	
2	423	59371012000	111	0.11	1.00	\$302.42	\$302.42	306 SUMMERWOOD DR	
2	424	59371013000	111	0.16	1.00	\$302.42	\$302.42	302 SUMMERWOOD DR	
2	425	59371014000	111	0.16	1.00	\$302.42	\$302.42	126 TAPESTRY LN	

ZONE	ASMT		USE CODE	ACRES	ESD UNITS	Rate per	2022-23	PROPERTY ADDRESS
	NO.	APN				ESD	ASSESSMENT	
2	426	59371015000	111	0.14	1.00	\$302.42	\$302.42	122 TAPESTRY LN
2	427	59371016000	111	0.13	1.00	\$302.42	\$302.42	118 TAPESTRY LN
2	428	59371017000	111	0.13	1.00	\$302.42	\$302.42	114 TAPESTRY LN
2	429	59371018000	111	0.13	1.00	\$302.42	\$302.42	110 TAPESTRY LN
2	430	59371019000	111E	0.15	1.00	\$302.42	\$302.42	106 TAPESTRY LN
2	431	59371020000	111E	0.16	1.00	\$302.42	\$302.42	102 TAPESTRY LN
2	432	59371021000	111	0.15	1.00	\$302.42	\$302.42	103 TERRAZZO LN
2	433	59371022000	111	0.15	1.00	\$302.42	\$302.42	107 TERRAZZO LN
2	434	59371023000	111E	0.15	1.00	\$302.42	\$302.42	111 TERRAZZO LN
2	435	59371024000	111	0.15	1.00	\$302.42	\$302.42	115 TERRAZZO LN
2	436	59371025000	111E	0.18	1.00	\$302.42	\$302.42	119 TERRAZZO LN
2	437	59371026000	111	0.15	1.00	\$302.42	\$302.42	123 TERRAZZO LN
2	438	59371027000	111E	0.18	1.00	\$302.42	\$302.42	127 TERRAZZO LN
2	439	59371028000	111E	0.15	1.00	\$302.42	\$302.42	131 TERRAZZO LN
2	440	59371029000	111	0.15	1.00	\$302.42	\$302.42	135 TERRAZZO LN
2	441	59371030000	111	0.15	1.00	\$302.42	\$302.42	139 TERRAZZO LN
2	442	59371031000	111	0.15	1.00	\$302.42	\$302.42	143 TERRAZZO LN
2	443	59371032000	111	0.18	1.00	\$302.42	\$302.42	147 TERRAZZO LN
2	444	59371033000	111	0.24	1.00	\$302.42	\$302.42	151 TERRAZZO LN
2	445	59371034000	111E	0.18	1.00	\$302.42	\$302.42	155 TERRAZZO LN
2	446	59371035000	111	0.15	1.00	\$302.42	\$302.42	159 TERRAZZO LN
2	447	59371036000	111	0.15	1.00	\$302.42	\$302.42	163 TERRAZZO LN
2	448	59371037000	111	0.15	1.00	\$302.42	\$302.42	167 TERRAZZO LN
2	449	59371038000	111E	0.15	1.00	\$302.42	\$302.42	171 TERRAZZO LN
2	450	59371039000	111	0.17	1.00	\$302.42	\$302.42	175 TERRAZZO LN
2	451	59372001000	111E	0.15	1.00	\$302.42	\$302.42	181 GOLD VALLEY WA
2	452	59372002000	111E	0.15	1.00	\$302.42	\$302.42	177 GOLD VALLEY WA
2	453	59372003000	111	0.17	1.00	\$302.42	\$302.42	173 GOLD VALLEY WA
2	454	59372004000	111	0.15	1.00	\$302.42	\$302.42	106 TERRAZZO LN
2	455	59372005000	111	0.15	1.00	\$302.42	\$302.42	110 TERRAZZO LN
2	456	59372006000	111	0.15	1.00	\$302.42	\$302.42	114 TERRAZZO LN
2	457	59372007000	111	0.17	1.00	\$302.42	\$302.42	118 TERRAZZO LN
2	458	59372008000	111	0.15	1.00	\$302.42	\$302.42	134 TERRAZZO LN
2	459	59372009000	111	0.15	1.00	\$302.42	\$302.42	138 TERRAZZO LN
2	460	59372010000	111	0.15	1.00	\$302.42	\$302.42	142 TERRAZZO LN
2	461	59372011000	111	0.15	1.00	\$302.42	\$302.42	146 TERRAZZO LN
2	462	59372012000	111	0.15	1.00	\$302.42	\$302.42	160 TERRAZZO LN
2	463	59372013000	111E	0.15	1.00	\$302.42	\$302.42	164 TERRAZZO LN
2	464	59372014000	111	0.15	1.00	\$302.42	\$302.42	11 MOSAIC CT
2	465	59372015000	111	0.15	1.00	\$302.42	\$302.42	7 MOSAIC CT
2	466	59372016000	111	0.15	1.00	\$302.42	\$302.42	3 MOSAIC CT
2	467	59372017000	111	0.31	1.00	\$302.42	\$302.42	2 MOSAIC CT
2	468	59372018000	111E	0.18	1.00	\$302.42	\$302.42	6 MOSAIC CT
2	469	59372019000	111	0.16	1.00	\$302.42	\$302.42	10 MOSAIC CT
2	470	59372020000	111	0.17	1.00	\$302.42	\$302.42	12 MOSAIC CT
2	471	59373001000	111	0.15	1.00	\$302.42	\$302.42	223 CANTADA WAY
2	472	59373002000	111	0.15	1.00	\$302.42	\$302.42	219 CANTADA WAY

ZONE	ASMT		USE CODE	ACRES	ESD UNITS	Rate per		2022-23 ASSESSMENT	PROPERTY ADDRESS
	NO.	APN				ESD	ESD		
2	473	59373003000	111	0.15	1.00	\$302.42	\$302.42	215 CANTADA WAY	
2	474	59373004000	111	0.18	1.00	\$302.42	\$302.42	211 CANTADA WAY	
2	475	59373005000	80	0.02	-	\$302.42	\$0.00		
2	476	59374001000	111	0.19	1.00	\$302.42	\$302.42	202 CANTADA WAY	
2	477	59374002000	111	0.24	1.00	\$302.42	\$302.42	206 CANTADA WAY	
2	478	59374003000	111	0.19	1.00	\$302.42	\$302.42	210 CANTADA WAY	
2	479	59374004000	111	0.17	1.00	\$302.42	\$302.42	214 CANTADA WAY	
2	480	59374005000	111	0.17	1.00	\$302.42	\$302.42	218 CANTADA WAY	
2	481	59374006000	111E	0.17	1.00	\$302.42	\$302.42	211 SORRENTO LN	
2	482	59374007000	111E	0.17	1.00	\$302.42	\$302.42	207 SORRENTO LN	
2	483	59374008000	111E	0.2	1.00	\$302.42	\$302.42	203 SORRENTO LN	
2	484	59374009000	80	0.03	-	\$302.42	\$0.00		
2	485	59375001000	111	0.17	1.00	\$302.42	\$302.42	178 GOLD VALLEY WA	
2	486	59375002000	111E	0.15	1.00	\$302.42	\$302.42	174 GOLD VALLEY WA	
2	487	59375003000	111E	0.15	1.00	\$302.42	\$302.42	170 GOLD VALLEY WA	
2	488	59375004000	111	0.15	1.00	\$302.42	\$302.42	166 GOLD VALLEY WA	
2	489	59381001000	111	0.15	1.00	\$302.42	\$302.42	22 SELVINO CT	
2	490	59381002000	111	0.15	1.00	\$302.42	\$302.42	18 SELVINO CT	
2	491	59381003000	111E	0.17	1.00	\$302.42	\$302.42	14 SELVINO CT	
2	492	59381004000	111	0.15	1.00	\$302.42	\$302.42	10 SELVINO CT	
2	493	59381005000	111	0.18	1.00	\$302.42	\$302.42	6 SELVINO CT	
2	494	59382001000	80	1.09	-	\$302.42	\$0.00		
2	495	59383001000	111	0.11	1.00	\$302.42	\$302.42	151 HORIZON WAY	
2	496	59383002000	111	0.12	1.00	\$302.42	\$302.42	147 HORIZON WAY	
2	497	59383003000	111	0.12	1.00	\$302.42	\$302.42	143 HORIZON WAY	
2	498	59383004000	111	0.15	1.00	\$302.42	\$302.42	139 HORIZON WAY	
2	499	59383005000	111	0.13	1.00	\$302.42	\$302.42	135 HORIZON WAY	
2	500	59383006000	111	0.16	1.00	\$302.42	\$302.42	131 HORIZON WAY	
2	501	59383007000	111	0	1.00	\$302.42	\$302.42	127 HORIZON WAY	
2	502	59383008000	111	0.16	1.00	\$302.42	\$302.42	123 HORIZON WAY	
2	503	59383009000	111E	0.13	1.00	\$302.42	\$302.42	119 HORIZON WAY	
2	504	59383010000	111	0.16	1.00	\$302.42	\$302.42	115 HORIZON WAY	
2	505	59383011000	111	0.14	1.00	\$302.42	\$302.42	111 HORIZON WAY	
2	506	59383012000	111	0.16	1.00	\$302.42	\$302.42	107 HORIZON WAY	
2	507	59383013000	111	0.14	1.00	\$302.42	\$302.42	103 HORIZON WAY	
2	508	59384001000	111E	0.16	1.00	\$302.42	\$302.42	23 HORIZON CT	
2	509	59384002000	111E	0.16	1.00	\$302.42	\$302.42	19 HORIZON CT	
2	510	59384003000	111	0.14	1.00	\$302.42	\$302.42	15 HORIZON CT	
2	511	59384004000	111E	0.13	1.00	\$302.42	\$302.42	11 HORIZON CT	
2	512	59384005000	111	0.16	1.00	\$302.42	\$302.42	7 HORIZON CT	
2	513	59385001000	111	0.16	1.00	\$302.42	\$302.42	134 HORIZON WAY	
2	514	59385002000	111	0.13	1.00	\$302.42	\$302.42	130 HORIZON WAY	
2	515	59385003000	111	0	1.00	\$302.42	\$302.42	126 HORIZON WAY	
2	516	59385004000	111	0.14	1.00	\$302.42	\$302.42	122 HORIZON WAY	
2	517	59385005000	111	0.13	1.00	\$302.42	\$302.42	118 HORIZON WAY	
2	518	59385006000	111E	0.14	1.00	\$302.42	\$302.42	114 HORIZON WAY	
2	519	59385007000	111	0.16	1.00	\$302.42	\$302.42	110 HORIZON WAY	

ZONE	ASMT		USE CODE	ACRES	ESD UNITS	Rate per		2022-23 ASSESSMENT	PROPERTY ADDRESS
	NO.	APN				ESD	ESD		
2	520	59385008000	111	0.13	1.00	\$302.42	\$302.42	106 HORIZON WAY	
2	521	59385009000	111E	0.16	1.00	\$302.42	\$302.42	102 HORIZON WAY	
2	522	59385010000	111	0.16	1.00	\$302.42	\$302.42	103 HALLMARK LN	
2	523	59385011000	111	0.14	1.00	\$302.42	\$302.42	107 HALLMARK LN	
2	524	59385012000	111	0.14	1.00	\$302.42	\$302.42	111 HALLMARK LN	
2	525	59385013000	111E	0.15	1.00	\$302.42	\$302.42	115 HALLMARK LN	
2	526	59385014000	111E	0.13	1.00	\$302.42	\$302.42	119 HALLMARK LN	
2	527	59385015000	111E	0.16	1.00	\$302.42	\$302.42	123 HALLMARK LN	
2	528	59385016000	111	0.13	1.00	\$302.42	\$302.42	127 HALLMARK LN	
2	529	59386001000	111	0	1.00	\$302.42	\$302.42	26 HORIZON CT	
2	530	59386002000	111	0.11	1.00	\$302.42	\$302.42	22 HORIZON CT	
2	531	59386003000	111	0.11	1.00	\$302.42	\$302.42	18 HORIZON CT	
2	532	59386004000	111E	0.11	1.00	\$302.42	\$302.42	14 HORIZON CT	
2	533	59386005000	111	0.16	1.00	\$302.42	\$302.42	10 HORIZON CT	
2	534	59386006000	111E	0.12	1.00	\$302.42	\$302.42	6 HORIZON CT	
2	535	59386007000	111	0.11	1.00	\$302.42	\$302.42	2 HORIZON CT	
2	536	59386008000	111	0.15	1.00	\$302.42	\$302.42	3 HALLMARK CT	
2	537	59386009000	111E	0.15	1.00	\$302.42	\$302.42	7 HALLMARK CT	
2	538	59386010000	111	0.13	1.00	\$302.42	\$302.42	11 HALLMARK CT	
2	539	59386011000	111	0.16	1.00	\$302.42	\$302.42	15 HALLMARK CT	
2	540	59386012000	111	0.13	1.00	\$302.42	\$302.42	19 HALLMARK CT	
2	541	59386013000	111	0.13	1.00	\$302.42	\$302.42	23 HALLMARK CT	
2	542	59386014000	111	0.16	1.00	\$302.42	\$302.42	27 HALLMARK CT	
2	543	59387001000	111	0.16	1.00	\$302.42	\$302.42	26 HALLMARK CT	
2	544	59387002000	111E	0.14	1.00	\$302.42	\$302.42	22 HALLMARK CT	
2	545	59387003000	111E	0.13	1.00	\$302.42	\$302.42	18 HALLMARK CT	
2	546	59387004000	111	0.15	1.00	\$302.42	\$302.42	14 HALLMARK CT	
2	547	59391001000	80	0.38	-	\$302.42	\$0.00		
2	548	59392001000	111	0.17	1.00	\$302.42	\$302.42	102 TUSCAN OAK TR	
2	549	59392002000	111E	0.12	1.00	\$302.42	\$302.42	106 TUSCAN OAK TR	
2	550	59392003000	111	0.17	1.00	\$302.42	\$302.42	110 TUSCAN OAK TR	
2	551	59392004000	111	0.13	1.00	\$302.42	\$302.42	114 TUSCAN OAK TR	
2	552	59392005000	111E	0.13	1.00	\$302.42	\$302.42	118 TUSCAN OAK TR	
2	553	59392006000	111E	0.18	1.00	\$302.42	\$302.42	122 TUSCAN OAK TR	
2	554	59392007000	111	0.17	1.00	\$302.42	\$302.42	126 TUSCAN OAK TR	
2	555	59392008000	111	0.13	1.00	\$302.42	\$302.42	130 TUSCAN OAK TR	
2	556	59392009000	111	0.13	1.00	\$302.42	\$302.42	134 TUSCAN OAK TR	
2	557	59392010000	111	0.17	1.00	\$302.42	\$302.42	138 TUSCAN OAK TR	
2	558	59392011000	111	0.13	1.00	\$302.42	\$302.42	253 GOLDEN BROOK L	
2	559	59392012000	111E	0.13	1.00	\$302.42	\$302.42	251 GOLDEN BROOK L	
2	560	59392013000	111E	0.13	1.00	\$302.42	\$302.42	143 CRESTWOOD LN	
2	561	59392014000	111E	0.18	1.00	\$302.42	\$302.42	139 CRESTWOOD LN	
2	562	59392015000	111	0.13	1.00	\$302.42	\$302.42	135 CRESTWOOD LN	
2	563	59392016000	111	0.13	1.00	\$302.42	\$302.42	131 CRESTWOOD LN	
2	564	59392017000	111E	0.12	1.00	\$302.42	\$302.42	127 CRESTWOOD LN	
2	565	59392018000	111	0.12	1.00	\$302.42	\$302.42	123 CRESTWOOD LN	
2	566	59392019000	111	0.13	1.00	\$302.42	\$302.42	119 CRESTWOOD LN	

ZONE	ASMT		USE CODE	ACRES	ESD UNITS	Rate per		2022-23 ASSESSMENT	PROPERTY ADDRESS
	NO.	APN				ESD	ESD		
2	567	59392020000	111	0.18	1.00	\$302.42	\$302.42	115 CRESTWOOD LN	
2	568	59392021000	111	0.13	1.00	\$302.42	\$302.42	111 CRESTWOOD LN	
2	569	59392022000	111	0.13	1.00	\$302.42	\$302.42	107 CRESTWOOD LN	
2	570	59392023000	111	0.13	1.00	\$302.42	\$302.42	103 CRESTWOOD LN	
2	571	59393001000	111E	0.13	1.00	\$302.42	\$302.42	102 CRESTWOOD LN	
2	572	59393002000	111	0.17	1.00	\$302.42	\$302.42	106 CRESTWOOD LN	
2	573	59393003000	111	0.13	1.00	\$302.42	\$302.42	110 CRESTWOOD LN	
2	574	59393004000	111E	0.13	1.00	\$302.42	\$302.42	114 CRESTWOOD LN	
2	575	59393005000	111	0.17	1.00	\$302.42	\$302.42	118 CRESTWOOD LN	
2	576	59393006000	111	0.13	1.00	\$302.42	\$302.42	122 CRESTWOOD LN	
2	577	59393007000	111	0.13	1.00	\$302.42	\$302.42	126 CRESTWOOD LN	
2	578	59393008000	111E	0.18	1.00	\$302.42	\$302.42	130 CRESTWOOD LN	
2	579	59393009000	111E	0.11	1.00	\$302.42	\$302.42	134 CRESTWOOD LN	
2	580	59393010000	111	0.17	1.00	\$302.42	\$302.42	138 CRESTWOOD LN	
2	581	59393011000	111	0.13	1.00	\$302.42	\$302.42	142 CRESTWOOD LN	
2	582	59393012000	111	0.16	1.00	\$302.42	\$302.42	139 SUMMERWOOD DR	
2	583	59393013000	111	0.12	1.00	\$302.42	\$302.42	135 SUMMERWOOD DR	
2	584	59393014000	111	0	1.00	\$302.42	\$302.42	131 SUMMERWOOD DR	
2	585	59393015000	111	0	1.00	\$302.42	\$302.42	127 SUMMERWOOD DR	
2	586	59393016000	111E	0.11	1.00	\$302.42	\$302.42	123 SUMMERWOOD DR	
2	587	59393017000	111	0	1.00	\$302.42	\$302.42	119 SUMMERWOOD DR	
2	588	59393018000	111	0.17	1.00	\$302.42	\$302.42	115 SUMMERWOOD DR	
2	589	59393019000	111E	0.15	1.00	\$302.42	\$302.42	111 SUMMERWOOD DR	
2	590	59393020000	111	0.12	1.00	\$302.42	\$302.42	107 SUMMERWOOD DR	
2	591	59393021000	111	0.17	1.00	\$302.42	\$302.42	103 SUMMERWOOD DR	
2	592	59394001000	111	0.14	1.00	\$302.42	\$302.42	127 TAPESTRY LN	
2	593	59394002000	111	0.13	1.00	\$302.42	\$302.42	123 TAPESTRY LN	
2	594	59394003000	111	0.13	1.00	\$302.42	\$302.42	119 TAPESTRY LN	
2	595	59394004000	111E	0.12	1.00	\$302.42	\$302.42	115 TAPESTRY LN	
2	596	59394005000	111	0.11	1.00	\$302.42	\$302.42	111 TAPESTRY LN	
2	597	59394006000	111	0.14	1.00	\$302.42	\$302.42	107 TAPESTRY LN	
2	598	59394007000	111E	0.14	1.00	\$302.42	\$302.42	147 GOLD VALLEY WA	
2	599	59394008000	111E	0.11	1.00	\$302.42	\$302.42	143 GOLD VALLEY WA	
2	600	59394009000	111E	0.11	1.00	\$302.42	\$302.42	139 GOLD VALLEY WA	
2	601	59394010000	111E	0.14	1.00	\$302.42	\$302.42	135 GOLD VALLEY WA	
2	602	59394011000	111E	0.15	1.00	\$302.42	\$302.42	102 GOLDEN BROOK L	
2	603	59394012000	111E	0.15	1.00	\$302.42	\$302.42	106 GOLDEN BROOK L	
2	604	59394013000	111E	0.15	1.00	\$302.42	\$302.42	110 GOLDEN BROOK L	
2	605	59394014000	111	0.14	1.00	\$302.42	\$302.42	202 SUMMERWOOD DR	
2	606	59394015000	111	0.15	1.00	\$302.42	\$302.42	206 SUMMERWOOD DR	
2	607	59395001000	111E	0.15	1.00	\$302.42	\$302.42	102 SUMMERWOOD DR	
2	608	59395002000	111	0.13	1.00	\$302.42	\$302.42	106 SUMMERWOOD DR	
2	609	59395003000	111	0.17	1.00	\$302.42	\$302.42	110 SUMMERWOOD DR	
2	610	59395004000	111	0.11	1.00	\$302.42	\$302.42	114 SUMMERWOOD DR	
2	611	59395005000	111	0.17	1.00	\$302.42	\$302.42	118 SUMMERWOOD DR	
2	612	59395006000	111	0.17	1.00	\$302.42	\$302.42	122 SUMMERWOOD DR	
2	613	59395007000	111	0.13	1.00	\$302.42	\$302.42	126 SUMMERWOOD DR	

ZONE	ASMT		USE CODE	ACRES	ESD UNITS	Rate per		2022-23 ASSESSMENT	PROPERTY ADDRESS
	NO.	APN				ESD	ESD		
2	614	59395008000	111E	0.17	1.00	\$302.42	\$302.42	130 SUMMERWOOD DR	
2	615	59395009000	111	0.13	1.00	\$302.42	\$302.42	111 GOLDEN BROOK L	
2	616	59395010000	111	0.12	1.00	\$302.42	\$302.42	107 GOLDEN BROOK L	
2	617	59395011000	111E	0.16	1.00	\$302.42	\$302.42	103 GOLDEN BROOK L	
2	618	59395012000	111E	0.15	1.00	\$302.42	\$302.42	123 GOLD VALLEY CT	
2	619	59395013000	111E	0.11	1.00	\$302.42	\$302.42	119 GOLD VALLEY CT	
2	620	59395014000	111E	0.29	1.00	\$302.42	\$302.42	115 GOLD VALLEY CT	
2	621	59395015000	111E	0.24	1.00	\$302.42	\$302.42	102 GOLD VALLEY CT	
2	622	59395016000	111E	0.25	1.00	\$302.42	\$302.42	106 GOLD VALLEY CT	
2	623	59395017000	111E	0.15	1.00	\$302.42	\$302.42	110 GOLD VALLEY CT	
2	624	59395018000	111E	0.12	1.00	\$302.42	\$302.42	114 GOLD VALLEY CT	
2	625	59395019000	111E	0.12	1.00	\$302.42	\$302.42	118 GOLD VALLEY CT	
2	626	59395020000	111E	0.12	1.00	\$302.42	\$302.42	122 GOLD VALLEY CT	
2	627	59395021000	111E	0.12	1.00	\$302.42	\$302.42	126 GOLD VALLEY CT	
2	628	59395022000	111E	0.12	1.00	\$302.42	\$302.42	130 GOLD VALLEY CT	
2	629	59395023000	111E	0.12	1.00	\$302.42	\$302.42	134 GOLD VALLEY WA	
2	630	59395024000	111E	0.12	1.00	\$302.42	\$302.42	138 GOLD VALLEY WA	
2	631	59395025000	111E	0.12	1.00	\$302.42	\$302.42	142 GOLD VALLEY WA	
2	632	59395026000	111E	0.12	1.00	\$302.42	\$302.42	146 GOLD VALLEY WA	
2	633	59395027000	111E	0.12	1.00	\$302.42	\$302.42	150 GOLD VALLEY WA	
2	634	59395028000	111E	0.12	1.00	\$302.42	\$302.42	154 GOLD VALLEY WA	
2	635	59395029000	80	0.07	-	\$302.42	\$0.00		
2	636	59395030000	111	0.15	1.00	\$302.42	\$302.42	158 GOLD VALLEY WAY	
2	637	59395031000	111	0.17	1.00	\$302.42	\$302.42	162 GOLD VALLEY WA	
2	638	59401001000	80	1.01	-	\$302.42	\$0.00	911 DONALDSON E WA	
2	639	59401002000	80	3.81	-	\$302.42	\$0.00		
2	640	59402001000	111E	0.17	1.00	\$302.42	\$302.42	199 SIENNA WAY	
2	641	59402002000	111E	0.14	1.00	\$302.42	\$302.42	195 SIENNA WAY	
2	642	59402003000	111E	0.14	1.00	\$302.42	\$302.42	191 SIENNA WAY	
2	643	59402004000	111E	0.14	1.00	\$302.42	\$302.42	187 SIENNA WAY	
2	644	59402005000	111E	0.13	1.00	\$302.42	\$302.42	183 SIENNA WAY	
2	645	59402006000	111E	0.14	1.00	\$302.42	\$302.42	179 SIENNA WAY	
2	646	59402007000	111E	0.13	1.00	\$302.42	\$302.42	175 SIENNA WAY	
2	647	59402008000	111	0.12	1.00	\$302.42	\$302.42	171 SIENNA WAY	
2	648	59402009000	111	0.18	1.00	\$302.42	\$302.42	167 SIENNA WAY	
2	649	59402010000	80	0.03	-	\$302.42	\$0.00		
2	650	59402011000	111E	0.23	1.00	\$302.42	\$302.42	163 HORIZON WAY	
2	651	59402012000	111	0.12	1.00	\$302.42	\$302.42	159 HORIZON WAY	
2	652	59402013000	111	0.11	1.00	\$302.42	\$302.42	155 HORIZON WAY	
2	653	59403001000	111E	0.16	1.00	\$302.42	\$302.42	178 SIENNA WAY	
2	654	59403002000	111E	0.13	1.00	\$302.42	\$302.42	174 SIENNA WAY	
2	655	59403003000	111E	0.17	1.00	\$302.42	\$302.42	170 SIENNA WAY	
2	656	59403004000	111E	0	1.00	\$302.42	\$302.42	138 HORIZON WAY	
2	657	59403005000	111	0.14	1.00	\$302.42	\$302.42	131 HALLMARK LN	
2	658	59403006000	111	0.15	1.00	\$302.42	\$302.42	135 HALLMARK LN	
2	659	59404001000	80	0.05	-	\$302.42	\$0.00		
2	660	59404002000	111E	0.16	1.00	\$302.42	\$302.42	223 SIENNA CT	

ZONE	ASMT		USE CODE	ACRES	ESD UNITS	Rate per	2022-23	PROPERTY ADDRESS
	NO.	APN				ESD	ASSESSMENT	
2	661	59404003000	111E	0.17	1.00	\$302.42	\$302.42	219 SIENNA CT
2	662	59404004000	111E	0.12	1.00	\$302.42	\$302.42	215 SIENNA CT
2	663	59404005000	111E	0.13	1.00	\$302.42	\$302.42	211 SIENNA CT
2	664	59404006000	111E	0.17	1.00	\$302.42	\$302.42	207 SIENNA CT
2	665	59405001000	111E	0.18	1.00	\$302.42	\$302.42	216 SIENNA CT
2	666	59405002000	111E	0.22	1.00	\$302.42	\$302.42	212 SIENNA CT
2	667	59405003000	111E	0.17	1.00	\$302.42	\$302.42	208 SIENNA CT
2	668	59405004000	111E	0.16	1.00	\$302.42	\$302.42	204 SIENNA WAY
2	669	59405005000	111E	0.16	1.00	\$302.42	\$302.42	200 SIENNA WAY
2	670	59405006000	111E	0.15	1.00	\$302.42	\$302.42	196 SIENNA WAY
2	671	59405007000	111E	0.15	1.00	\$302.42	\$302.42	192 SIENNA WAY
2	672	59405008000	111E	0.14	1.00	\$302.42	\$302.42	188 SIENNA WAY
2	673	59405009000	111E	0.17	1.00	\$302.42	\$302.42	184 SIENNA WAY
2	674	59405010000	111	0.16	1.00	\$302.42	\$302.42	31 SERENA PL
2	675	59405011000	111	0.13	1.00	\$302.42	\$302.42	27 SERENA PL
2	676	59405012000	111	0.15	1.00	\$302.42	\$302.42	23 SERENA PL
2	677	59405013000	111E	0.14	1.00	\$302.42	\$302.42	19 SERENA PL
2	678	59405014000	111	0.13	1.00	\$302.42	\$302.42	15 SERENA PL
2	679	59405015000	111	0.14	1.00	\$302.42	\$302.42	11 SERENA PL
2	680	59405016000	111E	0.16	1.00	\$302.42	\$302.42	7 SERENA PL
2	681	59405017000	111	0.16	1.00	\$302.42	\$302.42	3 SERENA PL
2	682	59406001000	111	0.13	1.00	\$302.42	\$302.42	2 SERENA PL
2	683	59406002000	111E	0.15	1.00	\$302.42	\$302.42	6 SERENA PL
2	684	59406003000	111	0.15	1.00	\$302.42	\$302.42	10 SERENA PL
2	685	59406004000	111	0.16	1.00	\$302.42	\$302.42	14 SERENA PL
2	686	59406005000	111	0.13	1.00	\$302.42	\$302.42	18 SERENA PL
2	687	59406006000	111	0.16	1.00	\$302.42	\$302.42	22 SERENA PL
2	688	59406007000	111	0.16	1.00	\$302.42	\$302.42	26 SERENA PL
2	689	59406008000	111	0.17	1.00	\$302.42	\$302.42	19 SAGEBRUSH CT
2	690	59406009000	111	0.14	1.00	\$302.42	\$302.42	15 SAGEBRUSH CT
2	691	59406010000	111	0.15	1.00	\$302.42	\$302.42	11 SAGEBRUSH CT
2	692	59406011000	111E	0.15	1.00	\$302.42	\$302.42	7 SAGEBRUSH CT
2	693	59406012000	111E	0.18	1.00	\$302.42	\$302.42	3 SAGEBRUSH CT
2	694	59411001000	111	0.18	1.00	\$302.42	\$302.42	22 TUSCAN OAK TR
2	695	59411002000	111	0.12	1.00	\$302.42	\$302.42	18 TUSCAN OAK TR
2	696	59411003000	111	0.12	1.00	\$302.42	\$302.42	14 TUSCAN OAK TR
2	697	59411004000	111	0.12	1.00	\$302.42	\$302.42	10 TUSCAN OAK TR
2	698	59411005000	111	0.12	1.00	\$302.42	\$302.42	6 TUSCAN OAK TR
2	699	59411006000	111	0.15	1.00	\$302.42	\$302.42	2 TUSCAN OAK TR
2	700	59411007000	111	0.16	1.00	\$302.42	\$302.42	206 SONOMA CREEK W
2	701	59411008000	111	0.12	1.00	\$302.42	\$302.42	202 SONOMA CREEK W
2	702	59411009000	111E	0.12	1.00	\$302.42	\$302.42	198 SONOMA CREEK W
2	703	59411010000	111	0.12	1.00	\$302.42	\$302.42	194 SONOMA CREEK W
2	704	59411011000	111	0.2	1.00	\$302.42	\$302.42	190 SONOMA CREEK W
2	705	59411012000	111	0.2	1.00	\$302.42	\$302.42	186 SONOMA CREEK W
2	706	59411013000	111	0.13	1.00	\$302.42	\$302.42	182 SONOMA CREEK W
2	707	59411014000	111	0.12	1.00	\$302.42	\$302.42	178 SONOMA CREEK W

ZONE	ASMT NO.	APN	USE CODE	ACRES	ESD UNITS	Rate per ESD	2022-23 ASSESSMENT	PROPERTY ADDRESS
2	708	59411015000	111E	0.12	1.00	\$302.42	\$302.42	174 SONOMA CREEK W
2	709	59411016000	111	0.12	1.00	\$302.42	\$302.42	170 SONOMA CREEK W
2	710	59411017000	111	0.12	1.00	\$302.42	\$302.42	166 SONOMA CREEK W
2	711	59411018000	111E	0.12	1.00	\$302.42	\$302.42	162 SONOMA CREEK W
2	712	59411019000	111E	0.12	1.00	\$302.42	\$302.42	158 SONOMA CREEK W
2	713	59411020000	111E	0.13	1.00	\$302.42	\$302.42	154 SONOMA CREEK W
2	714	59411021000	111E	0.2	1.00	\$302.42	\$302.42	150 SONOMA CREEK W
2	715	59412001000	80	1.07	-	\$302.42	\$0.00	
2	716	59412002000	80	0.96	-	\$302.42	\$0.00	
2	717	59413001000	111	0.17	1.00	\$302.42	\$302.42	183 SONOMA CREEK W
2	718	59413002000	111	0.11	1.00	\$302.42	\$302.42	179 SONOMA CREEK W
2	719	59413003000	111	0.11	1.00	\$302.42	\$302.42	175 SONOMA CREEK W
2	720	59413004000	111	0.11	1.00	\$302.42	\$302.42	171 SONOMA CREEK W
2	721	59413005000	111	0.11	1.00	\$302.42	\$302.42	167 SONOMA CREEK W
2	722	59413006000	111E	0.11	1.00	\$302.42	\$302.42	163 SONOMA CREEK W
2	723	59413007000	111E	0.11	1.00	\$302.42	\$302.42	159 SONOMA CREEK W
2	724	59413008000	111E	0.11	1.00	\$302.42	\$302.42	155 SONOMA CREEK W
2	725	59413009000	111E	0.11	1.00	\$302.42	\$302.42	151 SONOMA CREEK W
2	726	59413010000	111E	0.11	1.00	\$302.42	\$302.42	147 SONOMA CREEK W
2	727	59413011000	111E	0.11	1.00	\$302.42	\$302.42	143 SONOMA CREEK W
2	728	59413012000	111E	0.11	1.00	\$302.42	\$302.42	139 SONOMA CREEK W
2	729	59413013000	111E	0.11	1.00	\$302.42	\$302.42	135 SONOMA CREEK W
2	730	59413014000	111	0.11	1.00	\$302.42	\$302.42	131 SONOMA CREEK W
2	731	59413015000	111E	0.11	1.00	\$302.42	\$302.42	127 SONOMA CREEK W
2	732	59413016000	111	0.11	1.00	\$302.42	\$302.42	123 SONOMA CREEK W
2	733	59413017000	111	0	1.00	\$302.42	\$302.42	119 SONOMA CREEK W
2	734	59413018000	111E	0.11	1.00	\$302.42	\$302.42	115 SONOMA CREEK W
2	735	59413019000	111	0.11	1.00	\$302.42	\$302.42	111 SONOMA CREEK W
2	736	59413020000	111	0	1.00	\$302.42	\$302.42	107 SONOMA CREEK W
2	737	59413021000	111E	0	1.00	\$302.42	\$302.42	103 SONOMA CREEK W
2	738	59413022000	111E	0	1.00	\$302.42	\$302.42	102 HEARTHSTONE DR
2	739	59413023000	111	0.12	1.00	\$302.42	\$302.42	106 HEARTHSTONE DR
2	740	59413024000	111	0.11	1.00	\$302.42	\$302.42	110 HEARTHSTONE DR
2	741	59413025000	111	0	1.00	\$302.42	\$302.42	114 HEARTHSTONE DR
2	742	59413026000	111	0.12	1.00	\$302.42	\$302.42	118 HEARTHSTONE DR
2	743	59413027000	111	0.18	1.00	\$302.42	\$302.42	122 HEARTHSTONE DR
2	744	59413028000	111E	0.11	1.00	\$302.42	\$302.42	126 HEARTHSTONE DR
2	745	59413029000	111	0.12	1.00	\$302.42	\$302.42	130 HEARTHSTONE DR
2	746	59413030000	111E	0.12	1.00	\$302.42	\$302.42	134 HEARTHSTONE DR
2	747	59413031000	111	0.12	1.00	\$302.42	\$302.42	138 HEARTHSTONE DR
2	748	59413032000	111	0.12	1.00	\$302.42	\$302.42	142 HEARTHSTONE DR
2	749	59413033000	111E	0.18	1.00	\$302.42	\$302.42	146 HEARTHSTONE DR
2	750	59413034000	111	0.12	1.00	\$302.42	\$302.42	150 HEARTHSTONE DR
2	751	59413035000	111E	0.12	1.00	\$302.42	\$302.42	154 HEARTHSTONE DR
2	752	59413036000	111E	0.12	1.00	\$302.42	\$302.42	158 HEARTHSTONE DR
2	753	59413037000	111E	0.12	1.00	\$302.42	\$302.42	162 HEARTHSTONE DR
2	754	59413038000	111	0.12	1.00	\$302.42	\$302.42	166 HEARTHSTONE DR

ZONE	ASMT NO.	APN	USE CODE	ACRES	ESD UNITS	Rate per ESD	2022-23 ASSESSMENT	PROPERTY ADDRESS
2	755	59413039000	111	0.18	1.00	\$302.42	\$302.42	170 HEARTHSTONE DR
2	756	59413040000	111E	0.12	1.00	\$302.42	\$302.42	174 HEARTHSTONE DR
2	757	59413041000	111	0.12	1.00	\$302.42	\$302.42	178 HEARTHSTONE DR
2	758	59413042000	111	0.17	1.00	\$302.42	\$302.42	182 HEARTHSTONE DR
2	759	59414001000	80	0.31	-	\$302.42	\$0.00	
2	760	59414002000	111	0.13	1.00	\$302.42	\$302.42	211 HEARTHSTONE DR
2	761	59414003000	111	0.13	1.00	\$302.42	\$302.42	207 HEARTHSTONE DR
2	762	59414004000	111E	0.13	1.00	\$302.42	\$302.42	203 HEARTHSTONE DR
2	763	59414005000	111	0.12	1.00	\$302.42	\$302.42	199 HEARTHSTONE DR
2	764	59414006000	111	0.12	1.00	\$302.42	\$302.42	195 HEARTHSTONE DR
2	765	59414007000	111	0.18	1.00	\$302.42	\$302.42	191 HEARTHSTONE DR
2	766	59414008000	111	0.11	1.00	\$302.42	\$302.42	187 HEARTHSTONE DR
2	767	59414009000	111	0.11	1.00	\$302.42	\$302.42	183 HEARTHSTONE DR
2	768	59414010000	111	0.11	1.00	\$302.42	\$302.42	179 HEARTHSTONE DR
2	769	59414011000	111E	0.12	1.00	\$302.42	\$302.42	175 HEARTHSTONE DR
2	770	59414012000	111E	0.11	1.00	\$302.42	\$302.42	171 HEARTHSTONE DR
2	771	59414013000	111E	0.11	1.00	\$302.42	\$302.42	167 HEARTHSTONE DR
2	772	59414014000	111E	0.11	1.00	\$302.42	\$302.42	163 HEARTHSTONE DR
2	773	59414015000	111E	0.18	1.00	\$302.42	\$302.42	159 HEARTHSTONE DR
2	774	59414016000	111	0.11	1.00	\$302.42	\$302.42	155 HEARTHSTONE DR
2	775	59414017000	111	0.12	1.00	\$302.42	\$302.42	151 HEARTHSTONE DR
2	776	59414018000	111	0.11	1.00	\$302.42	\$302.42	147 HEARTHSTONE DR
2	777	59414019000	111	0.11	1.00	\$302.42	\$302.42	143 HEARTHSTONE DR
2	778	59414020000	111	0.11	1.00	\$302.42	\$302.42	139 HEARTHSTONE DR
2	779	59414021000	111	0.18	1.00	\$302.42	\$302.42	135 HEARTHSTONE DR
2	780	59414022000	111	0.12	1.00	\$302.42	\$302.42	131 HEARTHSTONE DR
2	781	59414023000	111	0.12	1.00	\$302.42	\$302.42	127 HEARTHSTONE DR
2	782	59414024000	111E	0.12	1.00	\$302.42	\$302.42	123 HEARTHSTONE DR
2	783	59414025000	111E	0.11	1.00	\$302.42	\$302.42	119 HEARTHSTONE DR
2	784	59414026000	111	0	1.00	\$302.42	\$302.42	115 HEARTHSTONE DR
2	785	59414027000	111E	0	1.00	\$302.42	\$302.42	111 HEARTHSTONE DR
2	786	59414028000	111	0.11	1.00	\$302.42	\$302.42	107 HEARTHSTONE DR
2	787	59414029000	111	0.12	1.00	\$302.42	\$302.42	103 HEARTHSTONE DR
2	788	59415001000	80	0.01	-	\$302.42	<u>\$0.00</u>	
							<b>\$ 260,202.16</b>	

**Engineer's Report**  
**Landscape and Lighting Assessment District**  
**City of American Canyon**  
**Fiscal Year 2022-23**



ZONE	ASMT NO.	APN	USE CODE	ESD	ACRES	FLOOR SPACE SF	ESD FACTOR	ACREAGE FACTOR	2022-23 ASSESSMENT	PROPERTY ADDRESS
3	13	59020045000	50	0	3.99	0	\$207.56	\$1,022.01	\$0.00	OPEN SPACE
3	14	59020051000	50	12.53	2.79	18,795	\$207.56	\$1,022.01	\$5,452.14	418 NAPA JUNCTION <i>Tractor Supply Co. - Retail</i>
3	14	59020052000	50	1.00	1.14	1,500	\$207.56	\$1,022.01	\$1,372.66	418 NAPA JUNCTION <i>Tractor Supply Co. - Parking lot</i>
3	15	59020047000	50	4.66	1.01	6,990	\$207.56	\$1,022.01	\$1,999.46	406 NAPA JUNCTION <i>Verizon</i>
3	16	59020048000	50	1.33	1.00	1,995	\$207.56	\$1,022.01	\$1,298.06	408 NAPA JUNCTION <i>Taco Bell</i>
3	17	59020049000	50	4.56	1.08	6,840	\$207.56	\$1,022.01	\$2,050.24	410 NAPA JUNCTION <i>DD, Mt. Mikes, etc.</i>
3	18	59020050000	50	151.40	5.97	5,100	\$207.56	\$1,022.01	\$37,525.98	440 NAPA JUNCTION <i>Apts. &amp; Clubhouse - 148 units</i>
3	1	59351007000	80	0	0.26	0	\$207.56	\$1,022.01	\$0.00	
3	2	59351008000	80	0	1.01	0	\$207.56	\$1,022.01	\$0.00	
3	3	59351010000	51	113.17	13.96	169,755	\$207.56	\$1,022.01	\$37,756.82	7011 MAIN ST <i>Walmart</i>
3	4	59351011000	81	0	2.81	0	\$207.56	\$1,022.01	\$0.00	MAIN STREET PARK
3	5	59351012000	218	216.00	10.00	0	\$207.56	\$1,022.01	\$55,053.06	5500 EUCALYPTUS DR <i>Lodge Apts - 216 units</i>
3	6	59351013000	51	2.09	0.86	3,135	\$207.56	\$1,022.01	\$1,312.74	401 NAPA JUNCTION <i>Gas Station</i>
3	7	59351014000	51	4.53	0.79	6,795	\$207.56	\$1,022.01	\$1,747.62	7021 MAIN ST <i>Retail Stores</i>
3	8	59351015000	51	1.09	1.19	1,635	\$207.56	\$1,022.01	\$1,442.42	6055 MAIN ST <i>Sonic Drive-In</i>
3	9	59351016000	51	7.47	1.41	11,205	\$207.56	\$1,022.01	\$2,991.50	6040 MAIN ST #142 <i>Coldwell Bank</i>
3	10	59352001000	51	12.83	2.36	19,245	\$207.56	\$1,022.01	\$5,074.94	5055 MAIN ST #100 <i>Panda Express, Round Table, Bank</i>
3	11	59352002000	513	<u>38.26</u>	<u>2.48</u>	16,890	\$207.56	\$1,022.01	<u>\$10,475.84</u>	5001 MAIN ST <i>Holiday Inn Express</i>
				<b>570.92</b>	<b>46.04</b>				<b>\$165,553.50</b>	

Asmt No.12 (now deleted), former APN 59020001000, was subdivided into six new parcel numbers at the time of the filing of the FY 2106-17 Engineer's Report. The new APN's are shown above (059-020-045 through 059-020-050) and will be assessed according to the established rate and Method of Apportionment described in the Engineer's Report and as adopted by City Council Resolution No. 2016-57. Assessment No. 14, former APN 059-020-046, was subdivided into parcels 051 and 052 for the 2017/18 levy.

ESD for each parcel is determined by dividing the commercial floor space SF by 1,500 (minimum 1,500) and adding any residential units



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## TITLE

Water Supply and Demand Drought Emergency Stage 2

## RECOMMENDATION

Receive and file a report on water supply and demand in the City of American Canyon Water Service Area.

## CONTACT

Felix Hernandez, III, Maintenance and Utilities Director

Dominic Patrick, Water Systems Manager

## BACKGROUND & ANALYSIS

### *Summary*

Due to the limited rain throughout California this past winter, the April 1st 2022 snow pack was just 68% in the Sierras and (which is the source of the City's water supply). Additionally, the State of California Water Watch reported on June 1, 2022 reservoir storage level is estimated 70% of historical average in the 23 managed state reservoirs. (Attachment 1) California is experiencing three consecutive dry years 2020, 2021 and 2022. Drought conditions state-wide continue to persist. With the combination of warmer than average temperatures and minimal precipitation experienced in the state, the Department of Water Resources (DWR) indicates that 2021 was the fourth driest year on record statewide. The United States Drought Monitoring USDM data reflects local regions are in server drought conditions (Attachment 2).

In response to the extraordinary situation, DWR delivered only 5 percent of requested State Water Project (SWP) supplies in Year 2021. As a result, the City received just 260 acre-feet (AF) of our 5,200 AF "Table A" entitlements. (Attachment 3)

In 2022, American Canyon will receive just 15% of its Table A entitlement from the SWP (780 AF). The City will utilize another 500 AF of "Emergency Vallejo Permit Water" and is pursuing additional supplies from various statewide transfer programs.

It's worth noting customer demand in 2020 (2,884 AF) and 2021 (2,795 AF) was nearly identical to

demands in 2015 (2,890 AF) - the last year of the prior state-wide drought. Assuming no reduction in demand this year 2022 compared to 2021, the City is facing a deficit of approximately 470 AF in 2022.

Regular Water Supply

780 AF Table A

896 AF Advance Table A

500 AF Vallejo Permit

176 AF Article 21

300 AF Vallejo Treated Water

2,325 AF Subtotal

Additional Water Supply

500 AF Vallejo Emergency Permit

TBD AF Dry Year Transfer Program

TBD AF Yuba Accord

Historical water demand since 2018 has ranged from 2,603 AFY to 2,890 ADFY as shown below:

2018 2,720 AF

2019 2,603 AF

2020 2,884 AF

2021 2,795 AF

Currently the City has consumed an estimated 845 AF from it's water sources year to date 2022, nearly a 10% reduction compared to 2021. Though it is to early to predict with summer ahead and another drought year upon us, it is critical to increase focus and attention to our drought response programs and Drought Emergency Stages. The amount of additional supplies identified to be available matches the anticipate deficit, but with little margin for error and no supplies to be carried over into 2022. Although other supply programs may be available, reducing customer demand is the key strategy for 2022.

*Demand Patterns*

The City Maintenance & Utilities Department uses automatic metering infrastructure (AMI) and sounding leak equipment to find and repair leaks, 16 leaks have been repaired this Year 2022. Current data reflects total potable water consumption has reduced by 6.7% for the City of American Canyon Year to Date 2022 as compared to Year 2021. This includes total water consumed from all classes including Residential, Commercial, City and other. Current data also reflects during May 2022 compared to May 2021 the City of American Canyon had a total potable reduction of 3.4% (Attachment 4) Residential total potable reduction 8.5 % (Attachment 5) City total potable reduction 29.9% (Attachment 6) Commercial had a 4.8% increase in May 2022 compared to May 2021 (Attachment 7) however an over all a 7.5% reduction this Year 2022 compared to Year 2021. Private Fire Protection and construction meters classified as "other" has increased 8 Acre-Feet, a 25%

increase Year 2022 compared Year 2021, this maybe due to an increase in development projects that will subside when recycle water mains are extended. (Attachment 8)

### *Current Drought Emergency*

California is experiencing nearly it's sixth serve drought in 100 years, Calmatters.org reported the current drought is over 840 days of drought conditions for the State of California. On March 28, 2022, California's Governor Newsom signed updates to the Statewide (all Counties) Drought Emergency Executive Order N-7-22. (Attachment 9). In July 2021, Governor Newsom called on Californians to voluntarily reduce their water use by 15%. At the end of March 2022 after the state failed to meet its 15% goal, the Governor issued an Executive Order calling on local water agencies to escalate their response to the ongoing drought. On March 28, 2022, Governor Newsom directed the State Water Board to consider adopting an emergency regulation for urban water conservation.

### *State of California Update*

On May 24, 2022, the State Water Board adopted an emergency regulation. The emergency regulation is expected to take effect on or around June 10, 2022. (Attachment 10) It will remain in effect for one year from the effective date, unless the State Water Board acts to end, modify, or readopt it.

### *History*

On July 20, 2021, City Council declared a Stage 2 Drought Emergency and called for a 20% reduction in water use by all customers. Unfortunately, demand did not achieve the desired outcome. Although residential customers achieved a 12% reduction and commercial customers achieved a 13% reduction the City did not achieve it's demand Year 2021 compare to its Year 2020, 20% reduction goal. The Stage 2 Emergency remains in effect.

### *Call to Action*

Simply put, the trend is not decreasing enough and further action is needed. All customers (residential, commercial/industrial, and governmental) are subject to the same request for a 20% reduction in use. Generally, a 10-20% reduction can be achieved by implementing one or more of the following best practices:

- No more than 2 days per week for irrigating landscaping - especially turf lawns - and do so only during the late evening and early morning hours (between 6:00 p.m. to 6:00 a.m.)
- Inspect all irrigation systems, repair leaks, and adjust spray heads to eliminate avoidable over-spray.
- No more than 2 minutes of run-time for each irrigation cycle. If water begins to run-off to gutters or sidewalks, then recue the cycle time or water by hand.
- Replace thirsty, non-native turf with native, drought tolerant landscaping.
- Replace all old high-flow toilets.
- Utilize water conservation incentive and rebate programs to replace plumbing fixtures and appliances with water efficient models.

- Limit the duration of showers to 5 minutes or less, turning off the faucet when brushing teeth and flushing toilets only when necessary each day.

### *Categories of Use*

It is important to distinguish a hierarchy of types of water use. Categories such as "health and safety", "commercial/economic" and "decorative" are applicable.

Examples of "health and human safety use" (HHS) would be for drinking, cooking, and bathing - its worth noting the State has set a standard of 55 gallons per person per day for this purpose. For American Canyon (population 21,800), that would equate to approximately 1,300 AF per year. The remaining demand is either commercial/economic or decorative.

Examples of "commercial/economic use" (CII) would be businesses - particularly those who utilize water in their production. Economic/commercial water serves a purpose by contributing employment and economic activity to the community.

Examples of "decorative use" would be outdoor landscaping, fountains, swimming pools, etc. Decorative use is water that does not fit the other categories.

In general, HHS uses are the priority followed by CII uses, and then decorative uses. At this time, a drastic reduction/elimination of decorative uses is needed.

Of note, irrigation of turf is the single largest decorative use that is being targeted for elimination, the City offers recycled water for these purposes.

Moreover, there is a distinction between decorative use of water for commercial/industrial properties vs. residential properties. Namely, the former contributes only a minuscule amount to the value of the business enterprise whereas the latter can play a larger in determining "curb appeal" and can bear a relationship to salability. In short, the call for action for the business community to eliminate all outdoor turf potable irrigation while the call for action for residents to reduce outdoor turf irrigation and otherwise mindfully use water.

However, staff recommends delaying the implementation of certain provisions of APMC Section 13.14 – namely enforcement of mandatory 20% reductions and Drought Surcharges – until a future date. The primary reason is that staff believes it will be more effective to work cooperatively with our customers to reduce demands rather than to implement punitive measure such as fines and surcharges. Furthermore, there are practical and logistical utility billing challenges that must be overcome before the surcharges can be implemented appropriately.

For the remainder of 2022, a 20% reduction compared to 2020 demand is needed to counteract the underwhelming response and allocations provided by DWR.

Implementing these practices now will hopefully forestall punitive measure and subsequent stages mandating reductions, including Stage 3 - 30% reduction (mandatory), and Stage 4 reduction - 50% (mandatory).

Additionally, the Drought Strike Team continues to identify City facilities where consumption may be reduced. For example, converting Community Parks I & II to recycled water for irrigation is a top priority for this summer. The Team is generally focused on operations (both potable and recycled water supply), facilities (parks and buildings), enforcement and public outreach including the recycled water deliveries and fill stations. In addition to updates to the City's website and the City Manager's recent email updates, ongoing outreach activities include inserts in monthly utility bills.

Although prior Council action provides the Mayor and City Manager authority to carry out transactions to procure additional supplies, reducing customer demand is a key strategy for 2022.

Such action is consistent with Governor Newsome's May 10, 2021 Declaration of Drought Emergency for Napa County (and elsewhere). (Attachment 11)

## **COUNCIL PRIORITY PROGRAMS AND PROJECTS**

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

## **FISCAL IMPACT**

Reducing demand will decrease revenue received from selling the treated water. In the short run, the Water Fund FY21-22 Budget has sufficient funds to withstand a short-term increase in cost to acquire additional supplies while experiencing a decrease in revenue due to reduced sales. Impending purchases include Dry-Year Transfer Program, Yuba Accord Water, and Vallejo Emergency Permit Water.

## **ENVIRONMENTAL REVIEW**

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

## **ATTACHMENTS:**

1. [California's Current Reservoir Conditions May 31, 2022](#)
2. [Current Drought Monitor Conditions in California](#)
3. [SWP Allocation](#)
4. [Total Potable Water Consumption January 1, 2022 - May 31, 2022](#)
5. [Residential Total Potable Water Consumption January 1, 2022 - May 31, 2022](#)
6. [City Total Potable Water Consumption January 1, 2022 - May 31, 2022](#)
7. [Commercial Total Potable Water Consumption January 1, 2022 - May 31, 2022](#)
8. [Other Total Potable Water Consumption January 1, 2022 - May 31, 2022](#)

9. Governor Newsom Executive Order N-7-22
10. Adopt Emergency Regulation May 24, 2022
11. Emergency Regulation in Response to Governor's EO N-7-22

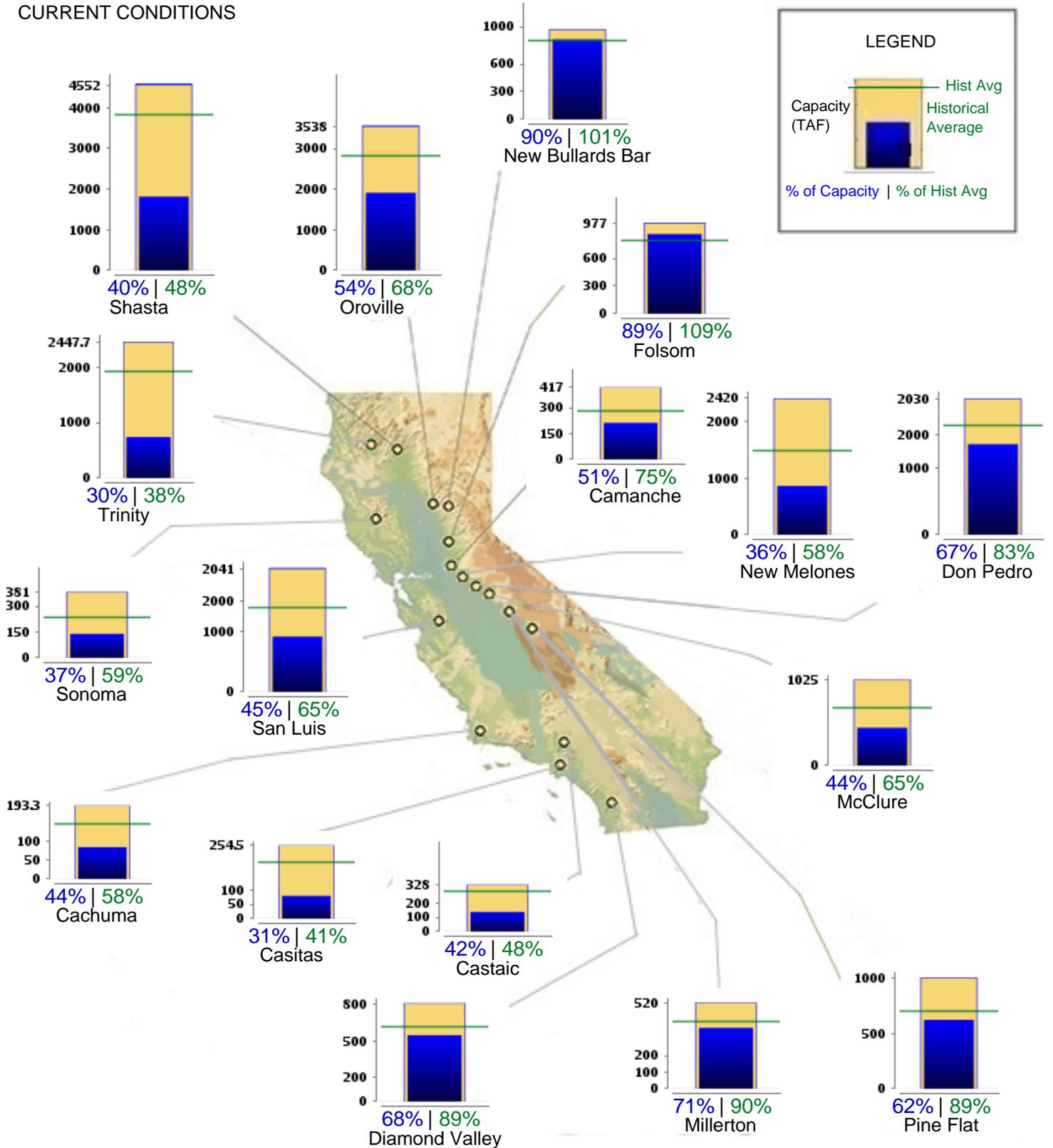


# CURRENT RESERVOIR CONDITIONS

## CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

Midnight - May 31, 2022

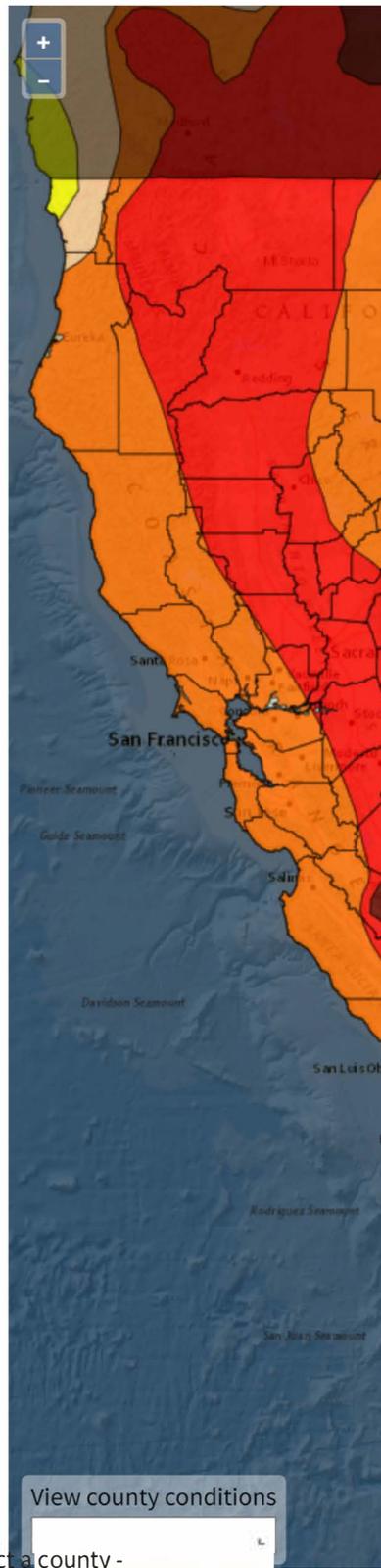
### CURRENT CONDITIONS



The U.S. Drought Monitor (USDM) is updated each Thursday to show the location and intensity of drought across the country. This map shows drought conditions across California using a five-category system, from Abnormally Dry (D0) conditions to Exceptional Drought (D4). The USDM is a joint effort of the National Drought Mitigation Center, USDA, and NOAA. [Learn more.](#)

The following state-specific drought impacts were compiled by the [National Drought Mitigation Center](#). While these impacts are not exhaustive, they can help provide a clearer picture of drought in California.

	<p><b>D0 - Abnormally Dry</b></p> <ul style="list-style-type: none"> <li>• Soil is dry; irrigation delivery begins early</li> <li>• Dryland crop germination is stunted</li> <li>• Active fire season begins</li> </ul>	<p><b>100.0%</b> of CA (D0–D4)</p>
	<p><b>D1 - Moderate Drought</b></p> <ul style="list-style-type: none"> <li>• Dryland pasture growth is stunted; producers give supplemental feed to cattle</li> <li>• Landscaping and gardens need irrigation earlier; wildlife patterns begin to change</li> <li>• Stock ponds and creeks are lower than usual</li> </ul>	<p><b>99.9%</b> of CA (D1–D4)</p>
	<p><b>D2 - Severe Drought</b></p> <ul style="list-style-type: none"> <li>• Grazing land is inadequate</li> <li>• Fire season is longer, with high burn intensity, dry fuels, and large fire spatial extent</li> <li>• Trees are stressed; plants increase reproductive mechanisms; wildlife diseases increase</li> </ul>	<p><b>97.6%</b> of CA (D2–D4)</p>
	<p><b>D3 - Extreme Drought</b></p> <ul style="list-style-type: none"> <li>• Livestock need expensive supplemental feed; cattle and horses are sold; little pasture remains; fruit trees bud early; producers begin irrigating in the winter</li> <li>• Fire season lasts year-round; fires occur in typically wet parts of state; burn bans are implemented</li> <li>• Water is inadequate for agriculture, wildlife, and urban needs; reservoirs are extremely low; hydropower is restricted</li> </ul>	<p><b>59.8%</b> of CA (D3–D4)</p>
	<p><b>D4 - Exceptional Drought</b></p> <ul style="list-style-type: none"> <li>• Fields are left fallow; orchards are removed; vegetable yields are low; honey harvest is small</li> <li>• Fire season is very costly; number of fires and area burned are extensive</li> <li>• Fish rescue and relocation begins; pine beetle infestation occurs; forest mortality is high; wetlands dry up; survival of native plants and animals is low; fewer wildflowers bloom; wildlife death is widespread; algae blooms appear</li> </ul>	<p><b>11.6%</b> of CA (D4)</p>



**NOTICE TO STATE WATER PROJECT CONTRACTORS****Date: March 18, 2022****Number: 22-03****Subject: 2022 State Water Project Table A Allocation Decrease from 15 to 5 Percent**

**From:**   
**Ted Craddock**  
**Deputy Director, State Water Project**  
**Department of Water Resources**

Based on the driest January and February in more than 100 years and other aspects of current water supply conditions, the Department of Water Resources (DWR) is decreasing the State Water Project (SWP) Table A Allocation from 15 percent to 5 percent of most SWP long-term contractors' 2022 requested Table A amounts. Attached is the revised 2022 SWP allocation table.

In addition, DWR will continue to allocate water to meet the human health and safety (HH&S) needs as defined in NTC 21-07 issued on December 1, 2021. Please note that this revised Table A Allocation will continue to reduce, on a 1:1 basis, any HH&S need volumes that were previously identified in the SWP contractors' submittals to DWR.

This Table A Allocation decrease is made consistent with the long-term water supply contracts, legal requirements, and public policy. In determining available SWP supplies, DWR has considered several factors including SWP contractors' 2022 demand, existing storage in SWP conservation reservoirs, estimates of future runoff under very dry conditions, SWP operational and regulatory constraints such as, federal Endangered Species Act, California Endangered Species Act requirements, and water rights obligations under the State Water Resources Control Board's authority. DWR may revise this and any subsequent allocations if warranted by the year's developing hydrologic conditions and available SWP water supplies.

To develop the 5 percent water delivery schedule, DWR will utilize the SWP Contractors' 5 percent schedules that were submitted in October 2021 (as part of initial requests), including any subsequent updates that may have been provided to DWR. If a Contractor foresees significant changes to previously submitted schedules (including HH&S needs), they are requested to communicate such changes to DWR at the earliest possible time. DWR will provide approved monthly water delivery schedules to the SWP Contractors.

If you have any questions or need additional information, please contact John Leahigh, Water Operations Executive Manager, at (916) 902-9876.

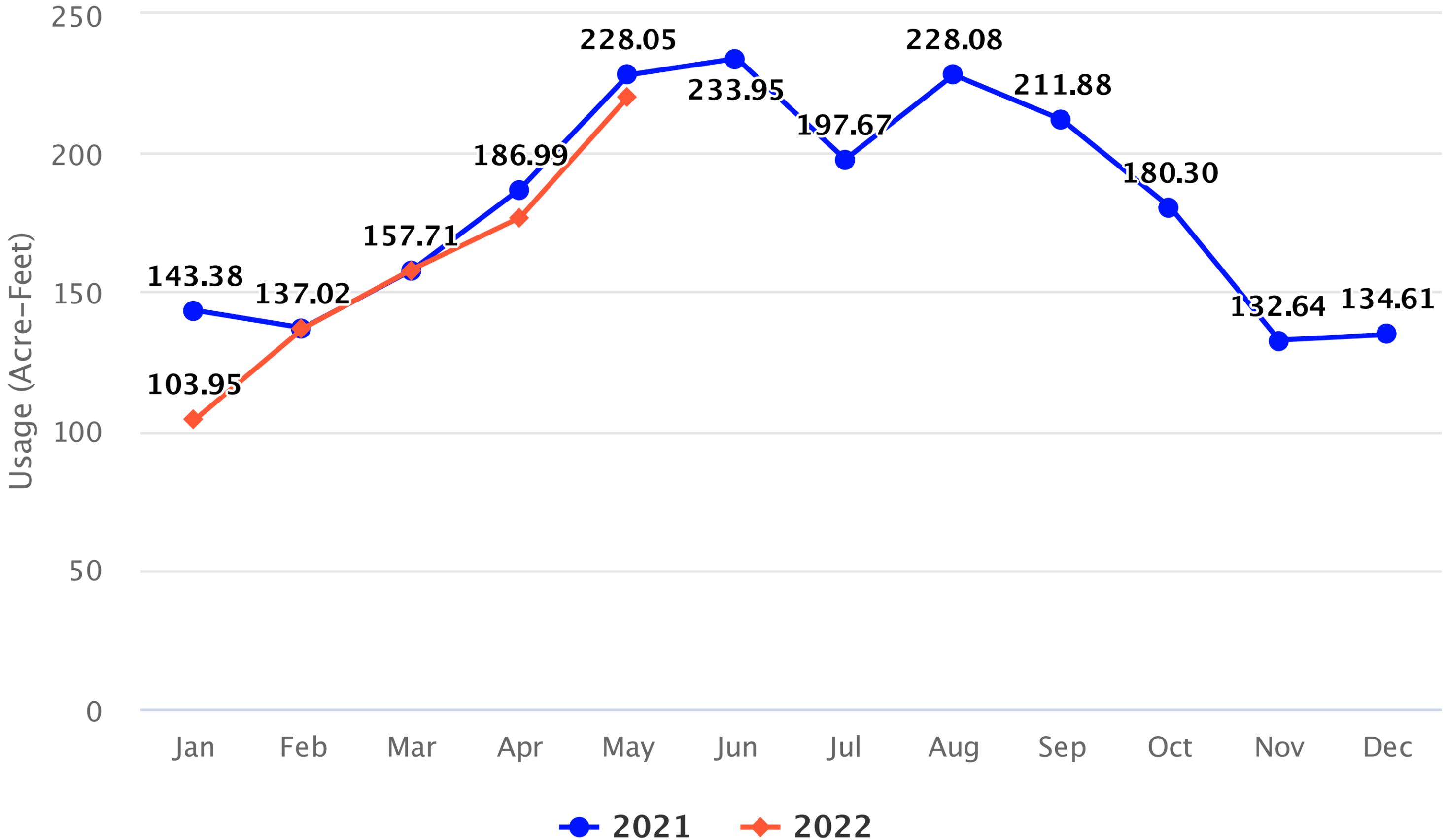
Attachment

Attachment  
2022 STATE WATER PROJECT ALLOCATION

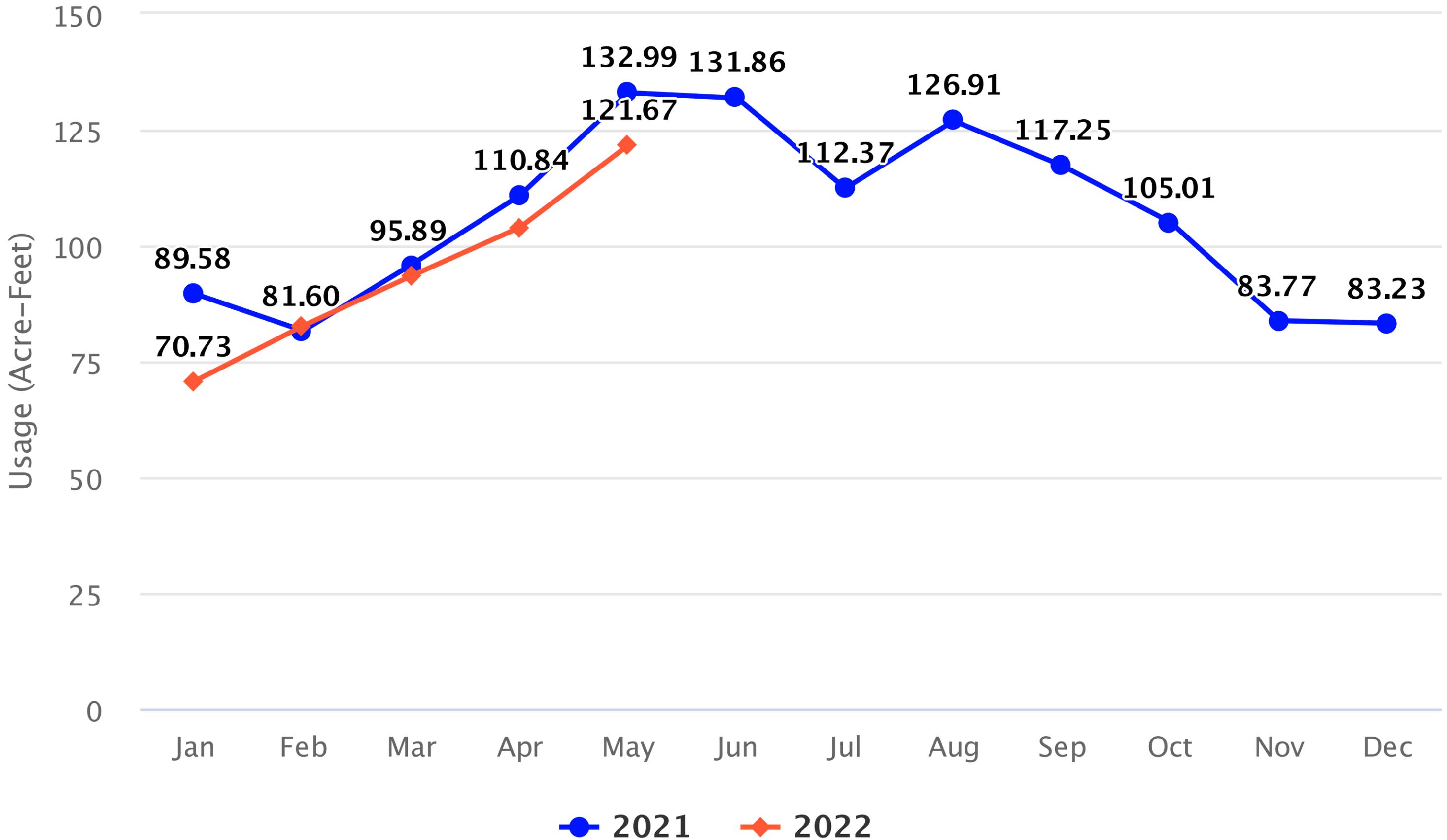
March 18, 2022

SWP CONTRACTORS	TABLE A (Acre-Feet)	INITIAL REQUEST (Acre-Feet)	APPROVED ALLOCATION (Acre-Feet)	PERCENT INITIAL REQUEST APPROVED
	(1)	(2)	(3)	(4) = (3)/(2)
<b><u>FEATHER RIVER</u></b>				
County of Butte	27,500	27,500	3,000	11%
Plumas County FC&WCD	2,700	2,700	135	5%
City of Yuba City	9,600	9,600	1,440	15%
<b>Subtotal</b>	<b>39,800</b>	<b>39,800</b>	<b>4,575</b>	
<b><u>NORTH BAY</u></b>				
Napa County FC&WCD	29,025	29,025	4,354	15%
Solano County WA	47,756	47,756	7,164	15%
<b>Subtotal</b>	<b>76,781</b>	<b>76,781</b>	<b>11,518</b>	
<b><u>SOUTH BAY</u></b>				
Alameda County FC&WCD, Zone 7	80,619	80,619	4,031	5%
Alameda County WD	42,000	42,000	2,100	5%
Santa Clara Valley WD	100,000	100,000	5,000	5%
<b>Subtotal</b>	<b>222,619</b>	<b>222,619</b>	<b>11,131</b>	
<b><u>SAN JOAQUIN VALLEY</u></b>				
Oak Flat WD	5,700	5,700	285	5%
County of Kings	9,305	9,305	466	5%
Dudley Ridge WD	41,350	41,350	2,068	5%
Empire West Side ID	3,000	3,000	150	5%
Kern County WA	982,730	982,730	49,137	5%
Tulare Lake Basin WSD	87,471	87,471	4,374	5%
<b>Subtotal</b>	<b>1,129,556</b>	<b>1,129,556</b>	<b>56,480</b>	
<b><u>CENTRAL COASTAL</u></b>				
San Luis Obispo County FC&WCD	25,000	25,000	1,250	5%
Santa Barbara County FC&WCD	45,486	45,486	2,275	5%
<b>Subtotal</b>	<b>70,486</b>	<b>70,486</b>	<b>3,525</b>	
<b><u>SOUTHERN CALIFORNIA</u></b>				
Antelope Valley-East Kern WA	144,844	144,844	7,243	5%
Santa Clarita Valley WA	95,200	95,200	4,760	5%
Coachella Valley WD	138,350	138,350	6,918	5%
Crestline-Lake Arrowhead WA	5,800	5,800	290	5%
Desert WA	55,750	55,750	2,788	5%
Littlerock Creek ID	2,300	2,300	115	5%
Metropolitan WDSC	1,911,500	1,911,500	95,575	5%
Mojave WA	89,800	89,800	4,490	5%
Palmdale WD	21,300	21,300	1,065	5%
San Bernardino Valley MWD	102,600	102,600	5,130	5%
San Gabriel Valley MWD	28,800	28,800	1,440	5%
San Geronio Pass WA	17,300	17,300	865	5%
Ventura County WPD	20,000	20,000	1,000	5%
<b>Subtotal</b>	<b>2,633,544</b>	<b>2,633,544</b>	<b>131,679</b>	
<b>TOTAL</b>	<b>4,172,786</b>	<b>4,172,786</b>	<b>218,908</b>	<b>5%</b>

American Canyon Total Potable Consumption Acre-Feet  
January 1, 2021- May 31, 2022

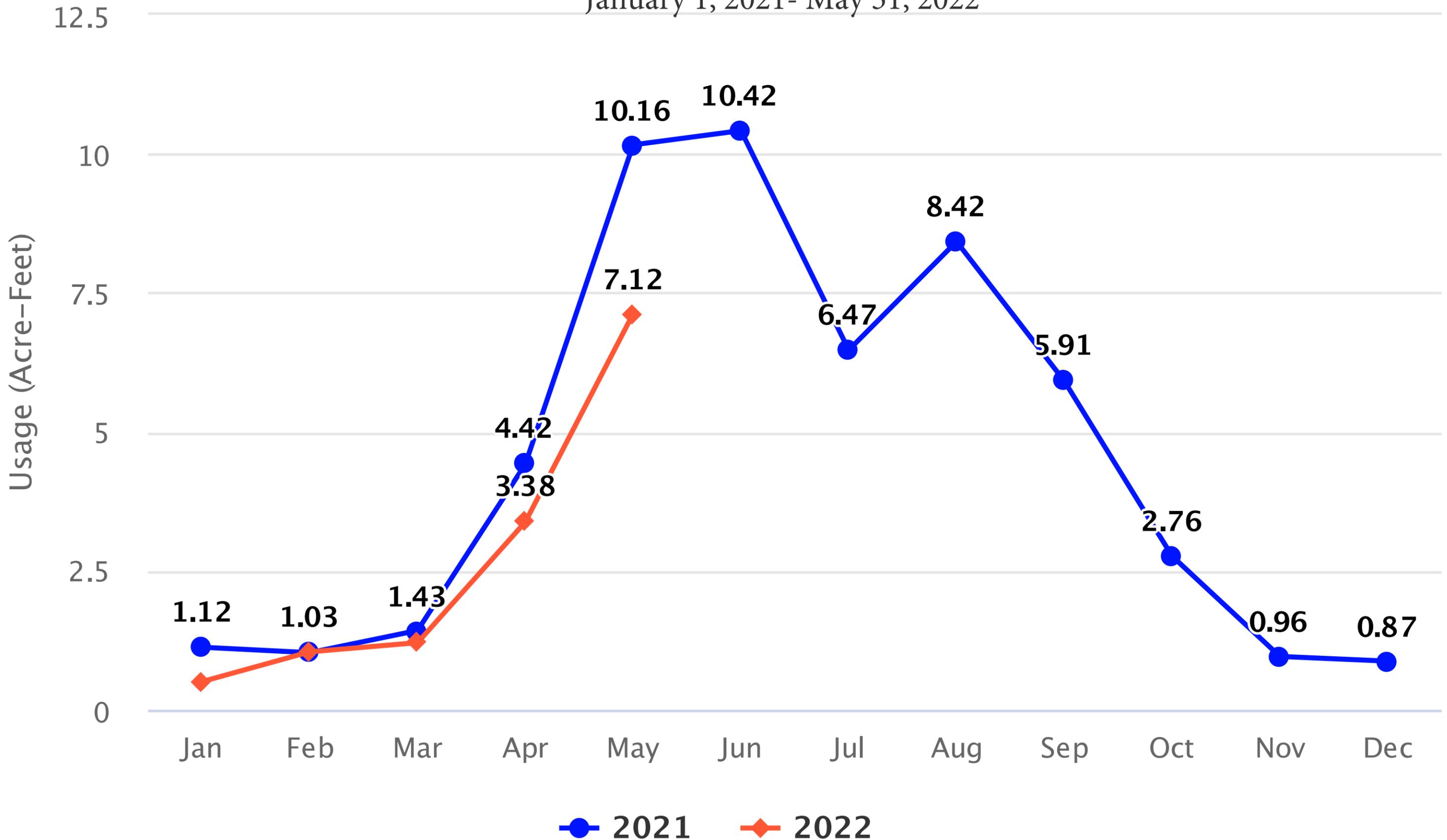


Residential Total Potable Consumption Acre-Feet  
January 1, 2021- May 31, 2022



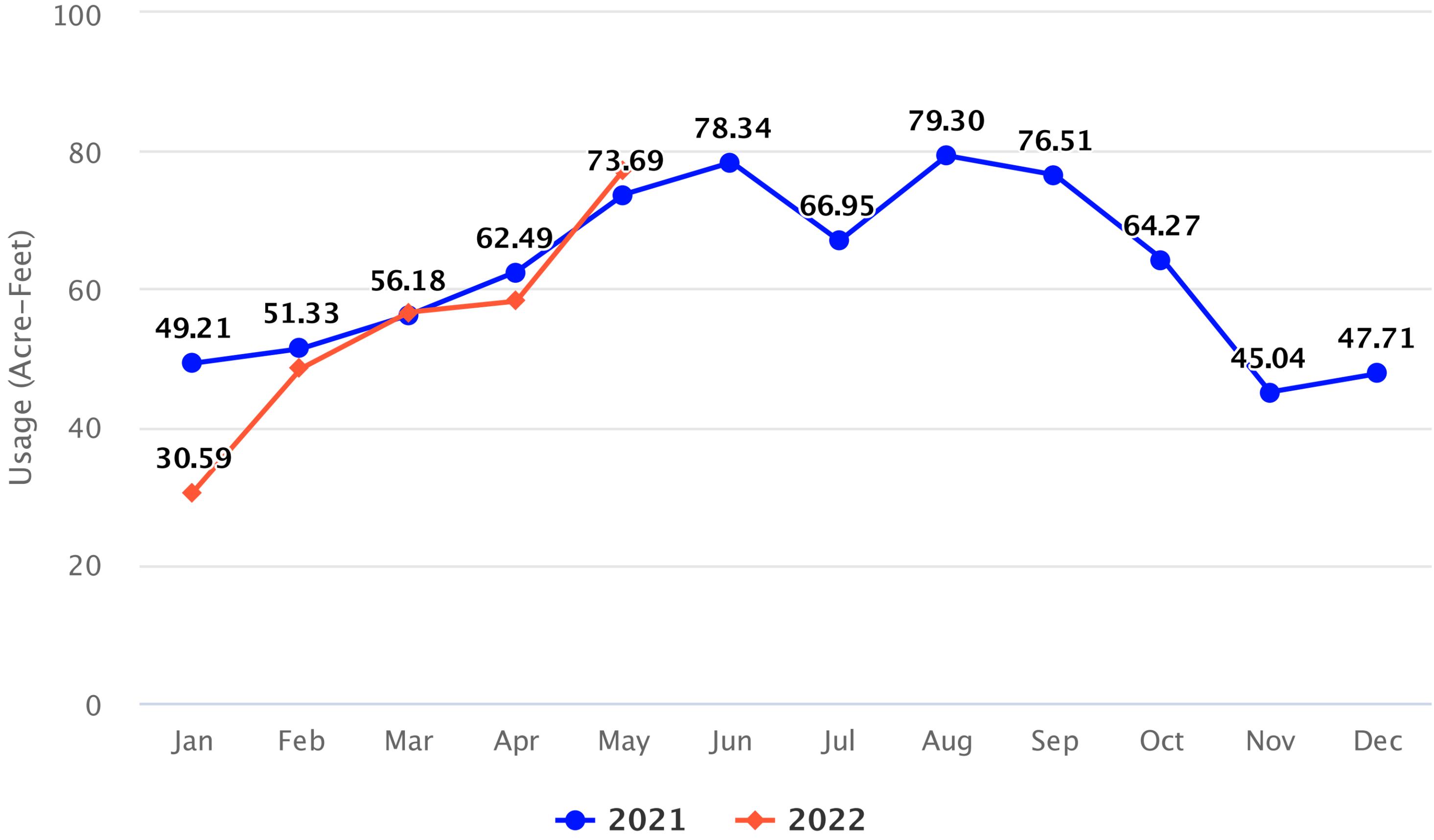
# City Total Potable Consumption Acre-Feet

January 1, 2021- May 31, 2022

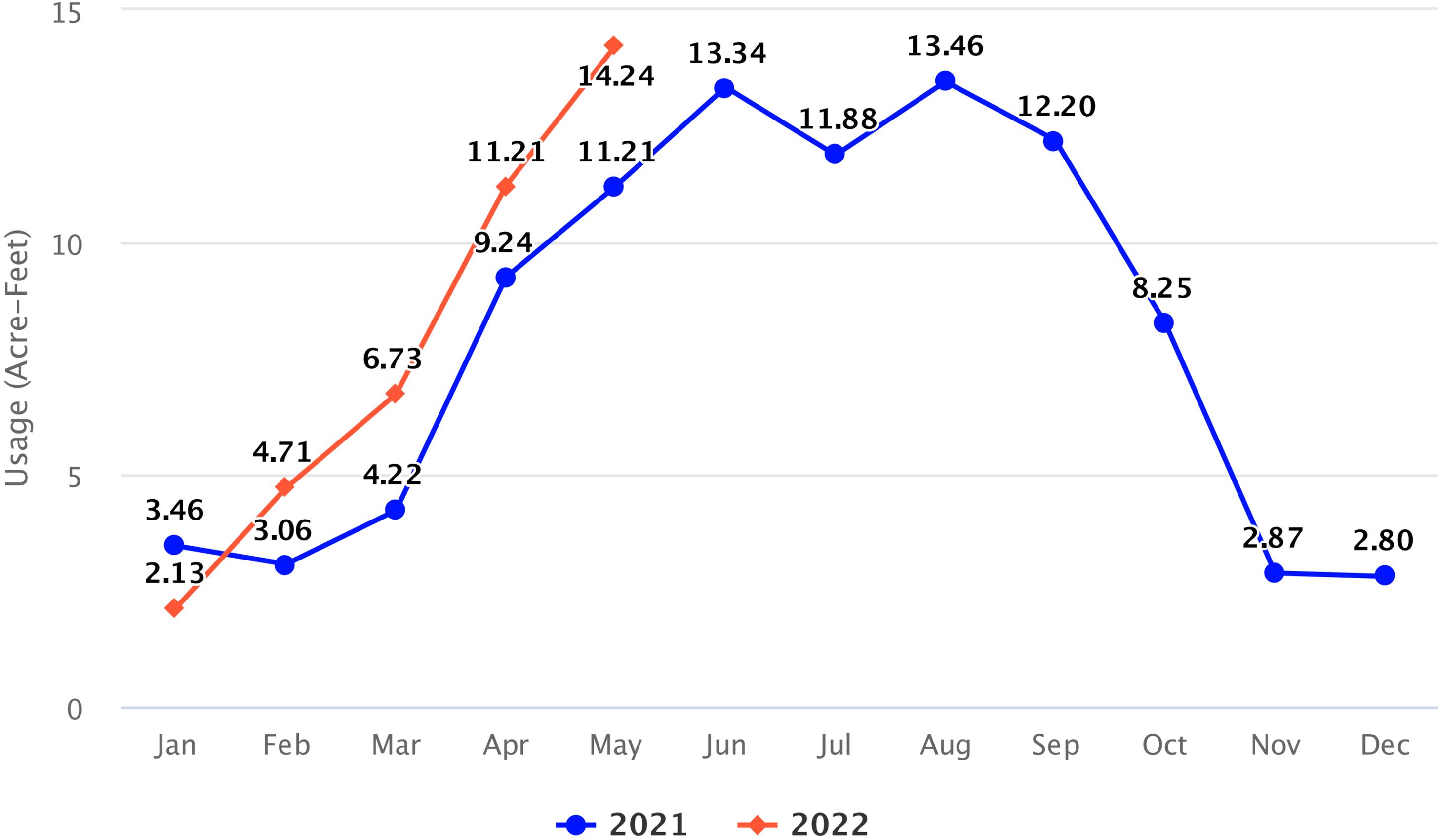


# Commercial Total Potable Consumption Acre-Feet

## January 1, 2021- May 31, 2022



Other Total Potable Consumption Acre-Feet  
January 1, 2021- May 31, 2022



EXECUTIVE DEPARTMENT  
STATE OF CALIFORNIA

EXECUTIVE ORDER N-7-22

**WHEREAS** on April 12, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, I proclaimed states of emergency that continue today and exist across all the counties of California, due to extreme and expanding drought conditions; and

**WHEREAS** climate change continues to intensify the impacts of droughts on our communities, environment, and economy, and California is in a third consecutive year of dry conditions, resulting in continuing drought in all parts of the State; and

**WHEREAS** the 21st century to date has been characterized by record warmth and predominantly dry conditions, and the 2021 meteorological summer in California and the rest of the western United States was the hottest on record; and

**WHEREAS** since my October 19, 2021 Proclamation, early rains in October and December 2021 gave way to the driest January and February in recorded history for the watersheds that provide much of California's water supply; and

**WHEREAS** the ongoing drought will have significant, immediate impacts on communities with vulnerable water supplies, farms that rely on irrigation to grow food and fiber, and fish and wildlife that rely on stream flows and cool water; and

**WHEREAS** the two largest reservoirs of the Central Valley Project, which supplies water to farms and communities in the Central Valley and the Santa Clara Valley and provides critical cold-water habitat for salmon and other anadromous fish, have water storage levels that are approximately 1.1 million acre-feet below last year's low levels on this date; and

**WHEREAS** the record-breaking dry period in January and February and the absence of significant rains in March have required the Department of Water Resources to reduce anticipated deliveries from the State Water Project to 5 percent of requested supplies; and

**WHEREAS** delivery of water by bottle or truck is necessary to protect human safety and public health in those places where water supplies are disrupted; and

**WHEREAS** groundwater use accounts for 41 percent of the State's total water supply on an average annual basis but as much as 58 percent in a critically dry year, and approximately 85 percent of public water systems rely on groundwater as their primary supply; and

**WHEREAS** coordination between local entities that approve permits for new groundwater wells and local groundwater sustainability agencies is important to achieving sustainable levels of groundwater in critically overdrafted basins; and

**WHEREAS** the duration of the drought, especially following a multiyear drought that abated only five years ago, underscores the need for California to redouble near-, medium-, and long-term efforts to adapt its water management and delivery systems to a changing climate, shifting precipitation patterns, and water scarcity; and

**WHEREAS** the most consequential, immediate action Californians can take to extend available supplies is to voluntarily reduce their water use by 15 percent from their 2020 levels by implementing the commonsense measures identified in operative paragraph 1 of Executive Order N-10-21 (July 8, 2021); and

**WHEREAS** to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of the drought conditions, and under Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions.

**NOW, THEREFORE, I, GAVIN NEWSOM**, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

**IT IS HEREBY ORDERED THAT:**

1. The orders and provisions contained in my April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021 Proclamations remain in full force and effect, except as modified by those Proclamations and herein. State agencies shall continue to implement all directions from those Proclamations and accelerate implementation where feasible.
2. To help the State achieve its conservation goals and ensure sufficient water for essential indoor and outdoor use, I call on all Californians to strive to limit summertime water use and to use water more efficiently indoors and out. The statewide Save Our Water conservation campaign at [SaveOurWater.com](http://SaveOurWater.com) provides simple ways for Californians to reduce water use in their everyday lives. Furthermore, I encourage Californians to understand and track the amount of water they use and measure their progress toward their conservation goals.
3. By May 25, 2022, the State Water Resources Control Board (Water Board) shall consider adopting emergency regulations that include all of the following:
  - a. A requirement that each urban water supplier, as defined in section 10617 of the Water Code, shall submit to the Department of Water Resources a preliminary annual water supply and demand assessment consistent with section 10632.1 of the Water Code no later than June 1, 2022, and submit a final annual water

supply and demand assessment to the Department of Water Resources no later than the deadline set by section 10632.1 of the Water Code;

- b. A requirement that each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, the shortage response actions adopted under section 10632 of the Water Code for a shortage level of up to twenty percent (Level 2), by a date to be set by the Water Board; and
- c. A requirement that each urban water supplier that has not submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, shortage response actions established by the Water Board, which shall take into consideration model actions that the Department of Water Resources shall develop for urban water supplier water shortage contingency planning for Level 2, by a date to be set by the Water Board.

To further conserve water and improve drought resiliency if the drought lasts beyond this year, I encourage urban water suppliers to conserve more than required by the emergency regulations described in this paragraph and to voluntarily activate more stringent local requirements based on a shortage level of up to thirty percent (Level 3).

- 4. To promote water conservation, the Department of Water Resources shall consult with leaders in the commercial, industrial, and institutional sectors to develop strategies for improving water conservation, including direct technical assistance, financial assistance, and other approaches. By May 25, 2022, the Water Board shall consider adopting emergency regulations defining "non-functional turf" (that is, a definition of turf that is ornamental and not otherwise used for human recreation purposes such as school fields, sports fields, and parks) and banning irrigation of non-functional turf in the commercial, industrial, and institutional sectors except as it may be required to ensure the health of trees and other perennial non-turf plantings.
- 5. In order to maximize the efficient use of water and to preserve water supplies critical to human health and safety and the environment, Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended, with respect to the directives in paragraphs 3 and 4 of this Order and any other projects and activities for the purpose of water conservation to the extent necessary to address the impacts of the drought, and any permits necessary to carry out such projects or activities. Entities that desire to conduct activities under this suspension, other than the directives in paragraphs 3 and 4 of this Order, shall first request that the Secretary of the Natural Resources Agency make a determination that the proposed activities are eligible to be conducted under this suspension. The Secretary shall use sound discretion in applying this Executive Order to ensure that the suspension serves the purpose of accelerating conservation projects that are necessary to address impacts of the drought, while at the same time

protecting public health and the environment. The entities implementing these directives or conducting activities under this suspension shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

6. To support voluntary approaches to improve fish habitat that would require change petitions under Water Code section 1707 and either Water Code sections 1425 through 1432 or Water Code sections 1725 through 1732, and where the primary purpose is to improve conditions for fish, the Water Board shall expeditiously consider petitions that add a fish and wildlife beneficial use or point of diversion and place of storage to improve conditions for anadromous fish. California Code of Regulations, title 23, section 1064, subdivisions (a)(1)(A)(i)-(ii) are suspended with respect to any petition that is subject to this paragraph.
7. To facilitate the hauling of water for domestic use by local communities and domestic water users threatened with the loss of water supply or degraded water quality resulting from drought, any ordinance, regulation, prohibition, policy, or requirement of any kind adopted by a public agency that prohibits the hauling of water out of the water's basin of origin or a public agency's jurisdiction is hereby suspended. The suspension authorized pursuant to this paragraph shall be limited to the hauling of water by truck or bottle to be used for human consumption, cooking, or sanitation in communities or residences threatened with the loss of affordable safe drinking water. Nothing in this paragraph limits any public health or safety requirement to ensure the safety of hauled water.
8. The Water Board shall expand inspections to determine whether illegal diversions or wasteful or unreasonable use of water are occurring and bring enforcement actions against illegal diverters and those engaging in the wasteful and unreasonable use of water. When access is not granted by a property owner, the Water Board may obtain an inspection warrant pursuant to the procedures set forth in Title 13 (commencing with section 1822.50) of Part 3 of the Code of Civil Procedure for the purposes of conducting an inspection pursuant to this directive.
9. To protect health, safety, and the environment during this drought emergency, a county, city, or other public agency shall not:
  - a. Approve a permit for a new groundwater well or for alteration of an existing well in a basin subject to the Sustainable Groundwater Management Act and classified as medium- or high-priority without first obtaining written verification from a Groundwater Sustainability Agency managing the basin or area of the basin where the well is proposed to be located that groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan adopted by that Groundwater Sustainability

Agency and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan; or

- b. Issue a permit for a new groundwater well or for alteration of an existing well without first determining that extraction of groundwater from the proposed well is (1) not likely to interfere with the production and functioning of existing nearby wells, and (2) not likely to cause subsidence that would adversely impact or damage nearby infrastructure.

This paragraph shall not apply to permits for wells that will provide less than two acre-feet per year of groundwater for individual domestic users, or that will exclusively provide groundwater to public water supply systems as defined in section 116275 of the Health and Safety Code.

10. To address household or small community drinking water shortages dependent upon groundwater wells that have failed due to drought conditions, the Department of Water Resources shall work with other state agencies to investigate expedited regulatory pathways to modify, repair, or reconstruct failed household or small community or public supply wells, while recognizing the need to ensure the sustainability of such wells as provided for in paragraph 9.
11. State agencies shall collaborate with tribes and federal, regional, and local agencies on actions related to promoting groundwater recharge and increasing storage.
12. To help advance groundwater recharge projects, and to demonstrate the feasibility of projects that can use available high water flows to recharge local groundwater while minimizing flood risks, the Water Board and Regional Water Quality Control Boards shall prioritize water right permits, water quality certifications, waste discharge requirements, and conditional waivers of waste discharge requirements to accelerate approvals for projects that enhance the ability of a local or state agency to capture high precipitation events for local storage or recharge, consistent with water right priorities and protections for fish and wildlife. For the purposes of carrying out this paragraph, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, and Chapter 3 (commencing with section 85225) of Part 3 of Division 35 of the Water Code and regulations adopted pursuant thereto are hereby suspended to the extent necessary to address the impacts of the drought. This suspension applies to (a) any actions taken by state agencies, (b) any actions taken by local agencies where the state agency with primary responsibility for the implementation of the directives concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b). The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.
13. With respect to recharge projects under either Flood-Managed Aquifer Recharge or the Department of Water Resources Sustainable

Groundwater Management Grant Program occurring on open and working lands to replenish and store water in groundwater basins that will help mitigate groundwater conditions impacted by drought, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Department of Water Resources concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b), Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought. The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

14. To increase resilience of state water supplies during prolonged drought conditions, the Department of Water Resources shall prepare for the potential creation and implementation of a multi-year transfer program pilot project for the purpose of acquiring water from willing partners and storing and conveying water to areas of need.
15. By April 15, 2022, state agencies shall submit to the Department of Finance for my consideration proposals to mitigate the worsening effects of severe drought, including emergency assistance to communities and households and others facing water shortages as a result of the drought, facilitation of groundwater recharge and wastewater recycling, improvements in water use efficiency, protection of fish and wildlife, mitigation of drought-related economic or water-supply disruption, and other potential investments to support short- and long-term drought response.

**IT IS FURTHER ORDERED** that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 28th day of March 2022.



GAVIN NEWSOM  
Governor of California

**ATTEST:**

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SHIRLEY N. WEBER, PH.D.  
Secretary of State

**STATE WATER RESOURCES CONTROL BOARD  
RESOLUTION NO. 2022-0018**

**TO ADOPT AN EMERGENCY REGULATION  
TO REDUCE WATER DEMAND AND IMPROVE WATER CONSERVATION**

**WHEREAS:**

1. On April 21, May 10, July 8, and October 19, 2021, Governor Newsom issued proclamations that a state of emergency exists statewide due to severe drought conditions and directed state agencies to take immediate action to preserve critical water supplies and mitigate the effects of drought and ensure the protection of health, safety, and the environment.
2. These proclamations urge Californians to reduce their water use.
3. On March 28, 2022, Governor Newsom signed an Executive Order directing the State Water Resources Control Board (State Water Board or Board) to consider adopting emergency regulations to increase water conservation. The Executive Order includes a request that the Board require urban water suppliers to implement Level 2 of their water shortage contingency plans, establish water shortage response actions for urban water suppliers that have not submitted water shortage contingency plans, taking into consideration model actions that the Department of Water Resources, and establish a ban on the irrigation of non-functional turf by entities in the commercial, industrial, and institutional sectors.
4. Many Californians and urban water suppliers have taken bold steps over the years to reduce water use; nevertheless, the severity of the current drought requires additional conservation actions from urban water suppliers, residents, and the commercial, industrial, and institutional sectors.
5. Water conservation is the easiest, most efficient, and most cost-effective way to quickly reduce water demand and extend limited water supplies through this summer and into the next year, providing flexibility for all California communities. Water saved is water available next year, giving water suppliers added flexibility to manage their systems effectively over time. The more water that is conserved now, the less likely it is that a community will experience dire shortages that may require water rationing or other emergency actions.
6. Most Californians use more water outdoors than indoors. In many areas, 50 percent or more of daily water use is for irrigation of lawns and outdoor landscaping irrigation. Outdoor water use is generally discretionary, and many irrigated landscapes would not suffer greatly from receiving a decreased amount of water.

7. The use of potable water to irrigate turf on commercial, industrial, or institutional properties that is not regularly used for human recreational purposes or for civic or community events can be reduced in commercial, industrial, and institutional areas to protect local water resources and enhance water resiliency.
8. Public information and awareness are critical to achieving conservation goals, and the Save Our Water campaign ([SaveOurWater.com](https://www.saveourwater.com)), run jointly by the Department of Water Resources (DWR) and the Association of California Water Agencies, is an excellent resource for conservation information and messaging that is integral to effective drought response.
9. [SaveWater.CA.Gov](https://www.savewater.ca.gov) is an online tool designed to help save water in communities. This website lets anyone easily report water waste from their phone, tablet, or computer by simply selecting the type of water waste they see, typing in the address where the waste is occurring, and clicking send. These reports are filed directly with the State Water Board and relevant local water supplier.
10. Enforcement against water waste is a key tool in conservation programs. When conservation becomes a social norm in a community, the need for enforcement is reduced or eliminated.
11. On March 28, 2022, the Governor suspended the environmental review required by the California Environmental Quality Act to allow State Water Board-adopted drought conservation emergency regulations and other actions to take place quickly to respond to emergency conditions.
12. Water Code section 1058.5 grants the State Water Board the authority to adopt emergency regulations in certain drought years in order to: “prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion, of water, to promote water recycling or water conservation, to require curtailment of diversions when water is not available under the diverter’s priority of right, or in furtherance of any of the foregoing, to require reporting of diversion or use or the preparation of monitoring reports.”
13. On May 13, 2022, the State Water Board issued public notice that it will consider the adoption of the regulation at the Board’s regularly scheduled May 24, 2022 public meeting, in accordance with applicable State laws and regulations. The State Water Board also distributed for public review and comment a Finding of Emergency that complies with State laws and regulations.
14. The emergency regulation exempts suppliers from enforcing connection moratoria, if their Level 2 demand management actions call for them, because new residential connections are critical to addressing the state’s housing supply shortage. However, the Board recognizes connections for other projects may not be appropriate given the shortage conditions and urges water suppliers to carefully evaluate new development projects for their water use impacts.

15. Disadvantaged communities may require assistance responding to Level 2 conservation requirements, including irrigation restrictions, temporary changes to rate structures, and prohibited water uses. State shortage contingency plans aimed at increasing water conservation, and state and local agencies should look for opportunities to provide assistance in promoting water conservation. This assistance should include but not be limited to translation of regulation text and dissemination of water conservation announcements into languages spoken by at least 10 percent of the people who reside in a water supplier's service area, such as in newspaper advertisements, bill inserts, website homepage, social media, and notices in public libraries.
16. The Board directs staff to consider the following in pursuing any enforcement of section 996, subdivision (e): before imposing monetary penalties, staff shall provide one or more warnings; monetary penalties must be based on an ability to pay determination, consider allowing a payment plan of at least 12 months, and shall not result in a tax lien; and Board enforcement shall not result in shutoff.
17. The Board encourages entities other than Board staff that consider any enforcement of this regulation to apply these same factors identified in resolved paragraph 16. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Moreover, the Water Code does not impose a mandatory penalty for violations of the regulation adopted by this resolution, and local agencies retain their enforcement discretion in enforcing the regulation, to the extent authorized, and may develop their own progressive enforcement practices to encourage conservation.

THEREFORE BE IT RESOLVED THAT:

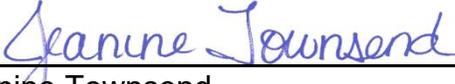
1. The State Water Board adopts California Code of Regulations, title 23, section 996, as appended to this resolution as an emergency regulation that applies to urban water suppliers, as defined by Water Code section 10617.
2. State Water Board staff shall submit the regulation to the Office of Administrative Law (OAL) for final approval.
3. If, during the approval process, State Water Board staff, the State Water Board, or OAL determines that minor corrections to the language of the regulation or supporting documentation are needed for clarity or consistency, the State Water Board Executive Director or designee may make such changes.

4. This regulation shall remain in effect for one year after filing with the Secretary of State unless the State Water Board determines that it is no longer necessary due to changed conditions or unless the State Water Board renews the regulation due to continued drought conditions, as described in Water Code section 1058.5.
5. The State Water Board directs State Water Board staff to work with the Department of Water Resources and the Save Our Water campaign to disseminate information regarding the emergency regulation.
6. The State Water Board directs staff to, by January 1, 2023, survey urban water suppliers on their experience protecting trees and tree cover during drought, with attention to disadvantaged communities. The survey shall inquire about challenges encountered, strategies used, costs, and successes in protecting trees.
7. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Local agencies are encouraged to develop their own progressive enforcement practices to promote conservation.

### CERTIFICATION

The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on May 24, 2022.

AYE:           Chair E. Joaquin Esquivel  
                   Vice Chair Dorene D'Adamo  
                   Board Member Sean Maguire  
                   Board Member Laurel Firestone  
  
 NAY:           None  
  
 ABSENT:      Board Member Nichole Morgan  
  
 ABSTAIN:     None


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 Jeanine Townsend  
 Clerk to the Board

# ADOPTED EMERGENCY REGULATION TEXT

Version: May 24, 2022

## Title 23. Waters

### Division 3. State Water Resources Control Board and Regional Water Quality Control Boards

#### Chapter 3.5. Urban Water Use Efficiency and Conservation

#### Article 2. Prevention of Drought Wasteful Water Uses

##### § 996. Urban Drought Response Actions

(a) As used in this section:

(1) “Commercial, industrial and institutional” refers to commercial water users, industrial water users, and institutional water users as respectively defined in Water Code, section 10608.12, subdivisions (e), (i), and (j), and includes homeowners’ associations, common interest developments, community service organizations, and other similar entities but does not include the residences of these entities’ members or separate interests.

(2) “Common interest development” has the same meaning as in section 4100 of the Civil Code.

(3) “Community service organization or similar entity” has the same meaning as in section 4110 of the Civil Code.

(4) “Homeowners’ association” means an “association” as defined in section 4080 of the Civil Code.

(5) “Non-functional turf” means turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events. Non-functional turf does not include sports fields and turf that is regularly used for human recreational purposes or for civic or community events.

(6) “Plant factor” has the same meaning as in section 491.

(7) “Separate interest” has the same meaning as in section 4185 of the Civil Code.

(8) “Turf” has the same meaning as in section 491.

(9) “Urban water supplier” has the same meaning as Water Code section 10617.

(10) “Water shortage contingency plan” means the plan required by Water Code section 10632.

(b) Each urban water supplier shall submit to the Department of Water Resources a preliminary annual water supply and demand assessment consistent with section

10632.1 of the Water Code no later than June 1, 2022, and submit a final annual water supply and demand assessment to the Department of Water Resources no later than the deadline set by section 10632.1 of the Water Code.

- (c) (1) Each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources shall implement by June 10, 2022, at a minimum, all demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2).
- (2) Notwithstanding subdivision (c)(1), urban water suppliers shall not be required to implement new residential connection moratoria pursuant to this section.
- (3) Notwithstanding subdivision (c)(1), an urban water supplier may implement the actions identified in subdivision (d) in lieu of implementing the demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code section 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2), provided the supplier meets all of the following:
- (i) The supplier's annual water supply and demand assessment submitted to the Department of Water Resources demonstrates an ability to maintain reliable supply until September 30, 2023.
- (ii) The supplier does not rely on, for any part of its supply, the Colorado River, State Water Project, or Central Valley Project, and no more than ten (10) percent of its supply comes from critically overdrafted groundwater basins as designated by the Department of Water Resources.
- (iii) The supplier's average number of gallons of water used per person per day by residential customers for the year 2020 is below 55 gallons, as reported to the Board in the Electronic Annual Report.
- (d) Each urban water supplier that has not submitted a water shortage contingency plan to the Department of Water Resources shall, by June 10, 2022, and continuing until the supplier has implemented all demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2), implement at a minimum the following actions:
- (1) Initiate a public information and outreach campaign for water conservation and promptly and effectively reach the supplier's customers, using efforts such as email, paper mail, bill inserts, customer app notifications, news articles, websites, community events, radio and television, billboards, and social media.
- (2) Implement and enforce a rule or ordinance limiting landscape irrigation with potable water to no more than two (2) days per week and prohibiting landscape irrigation with potable water between the hours of 10:00 a.m. and 6:00 p.m.
- (3) Implement and enforce a rule or ordinance banning, at a minimum, the water uses prohibited by section 995. Adoption of a rule or ordinance is not required if the supplier has authority to enforce, as infractions, the prohibitions in section 995 and takes enforcement against violations.

- (e) (1) To prevent the unreasonable use of water and to promote water conservation, the use of potable water is prohibited for the irrigation of non-functional turf at commercial, industrial, and institutional sites.
- (2) Notwithstanding subdivision (e)(1), the use of water is not prohibited by this section to the extent necessary to ensure the health of trees and other perennial non-turf plantings or to the extent necessary to address an immediate health and safety need.
- (3) Notwithstanding subdivision (e)(1), an urban water supplier may approve a request for continued irrigation of non-functional turf where the user certifies that the turf is a low water use plant with a plant factor of 0.3 or less, and demonstrates the actual use is less than 40% of reference evapotranspiration.
- (f) The taking of any action prohibited in subdivision (e) is an infraction punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs. The fine for the infraction is in addition to, and does not supersede or limit, any other remedies, civil or criminal.
- (g) A decision or order issued under this section by the Board, or an officer or employee of the Board, is subject to reconsideration under article 2 (commencing with section 1122) of chapter 4 of part 1 of division 2 of the Water Code.

Authority: Section 1058.5, Water Code.

References: Article X, Section 2, California Constitution; Sections 4080, 4100, 4110, and 4185, Civil Code; Section 8627.7, Government Code; Sections 102, 104, 105, 275, 350, 377, 491, 1122, 10608.12, 10617, 10632, and 10632.1, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463; *Stanford Vina Ranch Irrigation Co. v. State of California* (2020) 50 Cal.App.5th 976.

PUBLIC WEBINAR

# Consideration of Urban Water Conservation Emergency Regulation in Response to Governor's EO N-7-22

**STARTING AT 1:30PM**  
**Please mute with video off**  
 Rename in Zoom to Your Name & Affiliation  
 For **tech help**, text in Zoom chat or unmute (Ⓞ\*6)  
**WEBINAR WILL BE RECORDED**

**CALIFORNIA Water Boards**

For more information, go to [bit.ly/conservationreg](https://bit.ly/conservationreg)

Office of Research, Planning, & Performance April 21, 2022

1

## Webinar purpose: opportunity for questions & feedback in advance of formal rulemaking

### How to participate

During presentation:

- Clarifying questions in Zoom chat

After Presentation: Q&A

- Raise Hand feature (Ⓞ\*9)
- Rename to Your Name & Affiliation
- You will be asked to unmute (Ⓞ\*6)

After webinar:

- Public comment notice in mid-May
- Subscribe (under "Stay Informed") at [bit.ly/conservationreg](https://bit.ly/conservationreg)

### Webinar outline

1. Introduce State Water Board
2. Timeline of rulemaking
3. Overview of staff working draft
4. Questions and answers

*Webinar is being recorded and will be posted at [bit.ly/conservationreg](https://bit.ly/conservationreg)*

California Water Boards Slide 2

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# Emergency regulation may be in effect by June 10, depending on Board action & OAL

By Mid-May 2022

Notice posted and public comment begins

By May 24, 2022

Board consideration of adoption

By June 10, 2022

Emergency regulation may be in effect

*Depending on Office of Administrative Law (OAL) process*

**Water Conservation Emergency Regulation webpage**  
Sign up for email updates under "Stay Informed"  
Go to [bit.ly/conservationreg](https://bit.ly/conservationreg)



3

# Governor ordered State Water Board to consider regulation on Level 2 actions & non-functional turf

1. By June 1, submit to DWR supply & demand assessments
2. Implement Level 2 actions by deadline defined by State Water Board
3. Ban irrigation of non-functional turf in commercial, industrial, and institutional sectors (CII)



4

# 1. Submit preliminary annual water supply and demand assessments by June 1, 2022

- Urban water suppliers
- Submit to Department of Water Resources
- Water Code section 10632.1
- Resources
  - Annual Assessment Draft Guidance (2/2022)  
[wuedata.water.ca.gov/manage\\_resources.asp](http://wuedata.water.ca.gov/manage_resources.asp)
  - Urban Water Management Plans webpage  
[water.ca.gov/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/Urban-Water-Management-Plans](http://water.ca.gov/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/Urban-Water-Management-Plans)



California Water Boards

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# April 28 DWR webinar on preliminary supply and demand assessments

- Time: April 28 at 1-3pm PT
- Topics
  - Preliminary Annual Water Shortage Assessment Report requirements
  - Submittal process due June 1, 2022
- Hosts: Department of Water Resources & Association of California Water Agencies
- Zoom registration required  
[https://csus.zoom.us/webinar/register/WN\\_U8Ap5FefScCGnlfIPccLdA](https://csus.zoom.us/webinar/register/WN_U8Ap5FefScCGnlfIPccLdA)



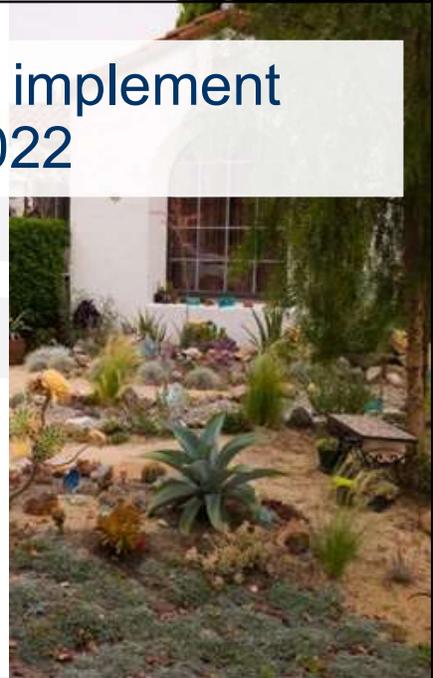
California Water Boards

Slide 6

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## 2. Urban water suppliers must implement Level 2 actions by June 10, 2022

- Water Shortage Contingency Plan (WSCP)
- Level 2 water shortage response actions
- If WSCP has not yet been submitted
  - Department of Water Resources provided information for consideration
  - State Water Board will finalize minimum required actions
- Deadline to be finalized by State Water Board



California Water Boards

Slide 7

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## 3. Ban irrigation of non-functional turf in commercial, industrial & institutional sectors (CII)

- Non-functional turf is solely ornamental and not regularly used for human recreational purposes or for civic or community events
- Currently, staff working draft applies only to potable water
- Final definition will be informed by public comment before regulation is put in effect



California Water Boards

Slide 8

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### 3. Ban irrigation of non-functional turf in commercial, industrial & institutional sectors (CII)

In current staff working draft:

- non-functional turf does NOT include
  - sports fields
  - human recreational purposes or for civic or community events
- ban does NOT apply
  - to the residential sector
  - when required for health of trees & other perennial plantings in CII sectors
  - when addressing immediate health & safety needs

Water suppliers expected to communicate to CII customers about the ban



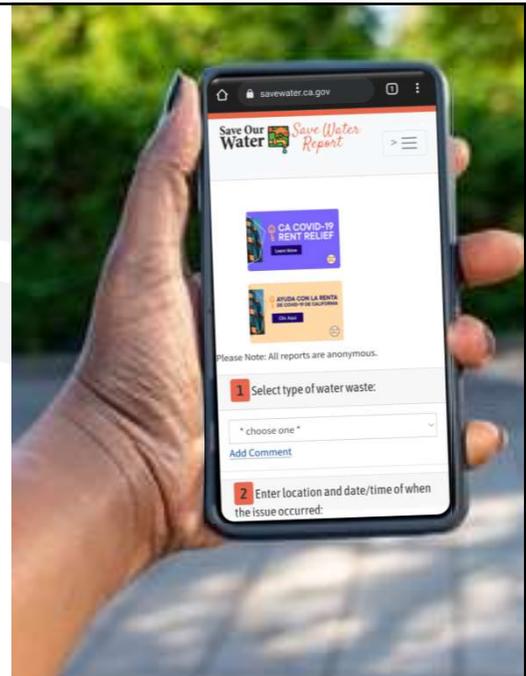
California Water Boards

Slide 9

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### Go to SaveWater.CA.Gov to report water waste you see

- Smartphone web browser
- Anyone can file complaint
- Upload photos
- Sent to local water supplier
  - Water suppliers: ensure your agency has updated staff contact information on the site



California Water Boards

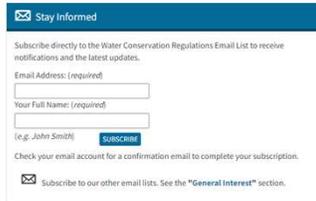
Slide 10

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Emails for rulemaking & public comment announcements

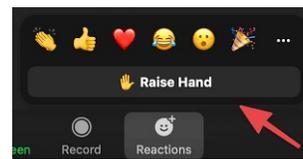


### State Water Board contacts

- Christopher.Hyun@waterboards.ca.gov
- Paola.Gonzalez@waterboards.ca.gov

### Live Q&A

- Raise Hand feature (🙋\*9)
- Rename to Your Name & Affiliation
- You will be asked to unmute (🔊\*6)



*Webinar is being recorded  
and will be posted at [bit.ly/conservationreg](https://bit.ly/conservationreg)*



## **TITLE**

Enhanced Solid Waste Services and proposed Residential Rate Increase (SB 1383)

## **RECOMMENDATION**

Adopt a Resolution declaring the City's intention to adopt increased residential solid waste rates, setting a public hearing for August 16, 2022, and directing the issuance of notices of a Proposition 218 Public Hearing to all solid waste customers and property owners within the City of American Canyon.

## **CONTACT**

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

## **BACKGROUND & ANALYSIS**

### Background

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 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 local agencies 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.

SB 1383 is the most significant waste reduction unfunded mandate the State of California has adopted in the last 30 years. It requires the State to reduce organic waste into landfills by 75% by 2025, which equates to over 20 million tons annually. The purpose of this effort is to reduce the amount of methane gas released into the atmosphere as food and green waste decomposes in landfills. The law also requires the State to increase edible food recovery by 20%. Since the law establishes statewide targets, a prescriptive approach to compliance is being used. This is different

from AB 939 (Integrated Waste Management Act), which set local agency waste diversion mandates and allowed local governments to develop their own programs for reaching compliance.

AB 341 (mandatory commercial and multi-family recycling) and AB 1826 (mandatory commercial and multi-family organics recycling) are incorporated into SB 1383 regulations. These two (2) unfunded State mandates make local jurisdictions ultimately responsible for ensuring 100% compliance with the State's recycling goals. SB 1383 further extended the implementation of organic waste recycling programs to single family homes and made local jurisdictions directly responsible for programming and enforcement actions starting on January 1, 2022.

The following is a summary of unfunded SB 1383 mandates that the City is required to comply with:

- Recycle all food waste generated by all waste generators, including residents, businesses, City facilities, and large events and venues;
- Monitor and enforce compliance for all generators and track activities via an electronic database for annual reporting;
- Implement ordinances or similarly enforceable mechanisms;
- Establish (via ordinance and otherwise) all required enforcement protocols that include a schedule of fines for non-compliant entities. This ordinance must match State developed standards, including minimum fine structure;
- Establish an edible food recovery program that recovers edible food from the waste stream for human consumption;
- Conduct regular outreach and education to generators, haulers, facilities, and edible food recovery organizations;
- Conduct regular inspections of waste generator facilities to ensure regulatory compliance and to reduce contamination of recyclable materials; and,
- Procure products derived from California recycled organic waste such as compost, mulch, and renewable natural gas (RNG) produced from organic waste at levels to be prescribed by the State annually. Such procurement standards must also be incorporated into the new City ordinance.

### Analysis

In 2003, the City entered into a Franchise Agreement ("Agreement") for solid waste collection services with USA Waste of California, LLC which through ownership changes is now known as Recology, Inc. ("Recology"). Agreement Article 6 Compensation and Rates and subsequent amendments, provided that solid waste rates are to be adjusted annually based on the Consumer Price Index ("CPI") for All Urban Customers for the San Francisco, Oakland, and San Jose metropolitan area as published in the Bureau of Labor Statistics for the 12-month period ending in August, multiplied by the then-current rate for each service. In addition to annual CPI, Recology and/or the City can consider a Special Rate Review, if there is change in law that was not reasonably known to the Collector before the date of the Agreement, that Collector substantiates would result in a significant and direct increase in Collector's cost of providing Collection Services to the City.

Recology is proposing an adjustment to residential rates effective September 1, 2022, in response to the State unfunded mandate of SB1383.

Other than the annual CPI adjustment, 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. The last non-CPI related residential and commercial rate adjustment took place in December 2013.

In addition, to the provisions established in the Franchise Agreement, the City's ability to adjust rates is governed by Proposition 218. In 1996, California voters approved Proposition 218 which requires a specific process for cities to impose or increase certain types of fees. The provisions of Proposition 218 set forth in Article XIII D of the California Constitution provide that certain types of "Property Related Fees," such as fees for refuse, water and sewer, are subject to a "majority protest" process.

The fees must be set so that:

- The revenues generated by the fee do not exceed the cost of service;
- No property owner's fee exceeds his/her proportionate share of the costs; and,
- The City does not impose a property-related fee for a service that is not available to the property owner.

In preparation for the Proposition 218 process, on May 3, 2022, Recology and City staff presented to City Council six different residential rate increase options to implement the baseline collection requirements of SB 1383 and several service options to consider to meet the City's obligation to implement SB 1383 program outreach, monitoring, and enforcement. The baseline requirements and options considered 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
  - City staff member

The presentation detailed the various rate structure options proposed as well as a solid waste rate comparison of other agencies within Napa County and immediately adjacent agencies. After careful deliberation, City Council reached consensus on Rate Option 3.

The table below is a snapshot of the current City residential rate, baseline increase referred to as Rate Option 1, and the recommended increase, Rate Option 3:

Residential Bin Size	Current Residential Rates	Baseline Increase (Option 1*)	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

Recology's anticipated expenditures to cover the SB1383 mandates for residential customers:

Recology Expenses	Baseline Increase (Option 1)	Recommendation (Option 3)
Increase in Franchise Fees (Distributed to City)	\$0	\$150,000
Liability insurance	\$3,537.19	\$8,474.22
Disposal Costs	\$111,181.79	\$111,181.79
Regional Allocations	\$2,476.04	\$5,931.95
Corporate Allocations	\$6,190.09	\$14,829.88
Total Expenses	\$123,385.11	\$290,417.84

The Option 3 recommendation will provide the funding equivalent to one full-time City staff member, currently the Environmental Specialist series classification, to implement the City recycling and waste management related programs. While there will be one dedicated staff member to the program, the intent will be to cross-train the environmental team with solid waste requirements and as needed be able to provide for contract services to navigate the new solid waste mandates. Again, the various State mandates are currently unfunded requiring all jurisdictions in California to bring their commercial businesses and/or residents into compliance.

The dedicated City Staff member will coordinate with the City's waste hauler, will perform outreach and monitoring, and will address reporting requirements established by CalRecycle under the various legislation mentioned above. In addition, this person will serve as the main point of contact for residents and businesses alike to resolve service issues with Recology as well as an educational resource to ensure compliance with State law.

Proposed City residential rate increase in comparison to other agencies:

Agency Rates	32-gallon	64-gallon	96-gallon
City of American Canyon (Proposed Rate Increase)	\$29.79	\$45.29	\$65.80
City of St. Helena	\$32.62	\$65.24	\$97.86
Town of Yountville	\$33.75	\$67.50	\$101.25

City of Benicia	\$34.03	\$42.56	\$58.70
City of Napa	\$38.29	\$58.71	\$90.30
City of Vallejo	\$38.33	\$60.85	\$86.05
Napa County	\$39.78	\$58.49	\$84.12
Napa Upper Valley	\$44.86	\$89.72	\$134.58

As seen in the rate table above, the City of American Canyon will still have the lowest collection rates for 32-gallon sized bins, and other than Benicia, will remain the lowest for 64-gallon and 96-gallon bins for all of Napa County and the City of Vallejo with the recommended rate increase. Once the residential rates are adopted, the rates will be adjusted annually based on CPI and the provisions in the Agreement.

With the adoption of the proposed rates and implementation of the organics waste recycling, 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.

Conclusion

Staff recommends that the City Council adopt a resolution that sets a public hearing date of August 16, 2022 for the rate increase to conform with Proposition 218 and direct Staff to commence the 45-day protest process consistent with Proposition 218. A notice including procedures for submitting a written protest will be mailed to all property owners shown on the last equalized property tax assessment roll of single-family households and all current residential customers (listing provided by Recology). The notice will include information about refuse collection services in the City, the reason for the proposed rate increase, as well as the current rates and proposed rates. Owners will be informed that if they wish to protest the proposed new rates, they must submit their written protest to the City Clerk in advance or on the night of the public hearing prior to the close of the hearing.

Concurrent with the Proposition 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 in conjunction with the adoption of the new residential rates in order to implement the requirements of SB 1383 by September 1, 2022.

**FISCAL IMPACT**

The cost for postage for mailing the public hearing notice for the proposed rate increase to residential trash services is estimated at \$6,000. There are budgeted funds in the FY 2020-21 Refuse Administration Budget to cover these costs, so there is no impact to the General Fund.

**ENVIRONMENTAL REVIEW**

The recommended 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. [Resolution Solid Waste Rate Increase](#)
2. [Exhibit A Monthly Residential Rates](#)
3. [5/3/22 Solid Waste Presentation](#)
4. [Draft City of AmCan Prop 218 Public Hearing Notice](#)

**RESOLUTION NO. 2022- XX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON, CALIFORNIA DECLARING ITS INTENTION TO ADOPT INCREASED RESIDENTIAL SOLID WASTE RATES, SETTING A PUBLIC HEARING FOR AUGUST 16, 2022, AND DIRECTING THE ISSUANCE OF NOTICES OF A PROPOSITION 218 PUBLIC HEARING TO ALL SOLID WASTE CUSTOMERS AND PROPERTY OWNERS WITHIN THE CITY OF AMERICAN CANYON.**

**WHEREAS**, the City of American Canyon (“City”) is committed to meeting its mandated solid waste diversion requirements through program implementation of its Solid Waste, Recycling and Organic Mandatory Collection Implementation plan; and

**WHEREAS**, Senate Bill (SB) 1383 (Lara, 2016) was signed into law and establishes methane emissions reduction goals of 50 percent in the level of the statewide landfill disposal of organic waste from the 2014 level by 2020 and 75 percent by 2025 and an increase edible food recovery by 20 percent by 2025; and

**WHEREAS**, the State Department of Resources Recycling and Recovery (CalRecycle) developed regulations in California Code of Regulations (“CCR”) Title 14 Natural Resources, Division 7, Chapter 12, to implement the goals of SB 1383; and

**WHEREAS**, CCR Section 18984 entitled Organic Waste Collection Services requires jurisdictions implement an organic waste diversion program that provides organic waste collection services to all businesses and residences; and

**WHEREAS**, the City’s solid waste and recyclables collection, processing and disposal services Franchise Agreement (Agreement) with Recology, Inc. (Recology) does not presently include organic waste collection services to residences; and

**WHEREAS**, Recology has requested the consideration of a special rate increase for providing organic waste collection services to residences in accordance with the Agreement with the City; and

**WHEREAS**, Recology has submitted documentation outlining the cost increase due to residential organic waste collection services associated with the new SB1383 mandates; and

**WHEREAS**, the City has requested a Franchise Fee adjustment to be included in Recology’s residential rate structure to provide full implementation of all SB1383 recycling and waste management related program requirements; and

**WHEREAS**, the requested rate adjustments will help ensure the health and safety of the community while protecting the City’s financial health; and

**WHEREAS**, the City Council intends to adopt the solid waste residential rate structure proposed by the analysis following the procedures required by Proposition 218, article XIII D, section 6 of the California Constitution; and

**NOW THEREFORE BE IT RESOLVED** that the American Canyon City Council does hereby resolve as follows:

1. The City hereby initiates proceedings to adopt increased residential solid waste rates to meet the unfunded mandates of SB1383 as set forth in attached Exhibit A.

2. The City Council hereby designates the 16<sup>th</sup> day of August 2022, at 6:30 p.m. at the Chambers of the City Council, City Hall, 4381 Broadway Street, 2<sup>nd</sup> Floor, American Canyon, California 94503, as the time and place for a public hearing (“Public Hearing”) on the proposed solid waste rate adjustments.
3. The City Clerk is hereby instructed to provide notice of the proposed solid waste rate adjustments in conformity with Proposition 218.
4. At the August 16, 2022 Public Hearing, the City Council shall consider all objections or protests, if any to the proposed solid waste rate adjustments, and any person shall be permitted to present written or oral testimony. Although oral comments at the Public Hearing will not qualify as a formal protest, the City Council welcomes community input during the Public Hearing.
5. At the conclusion of the Public Hearing, all protests submitted will be tabulated in conformity with the City’s tabulation guidelines.
6. A majority protest exists if protests are submitted in opposition to the proposed solid waste rate adjustments by a majority (50% plus 1) of property owners and solid waste customers.
7. If there is a majority protest against the imposition of the solid waste rate adjustments, the City Council shall not adopt the proposed changes to the current solid waste rates.

**PASSED, APPROVED and ADOPTED** at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 7th day of June, 2022, by the following vote:

AYES:  
 NOES:  
 ABSTAIN:  
 ABSENT:

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

ATTEST:

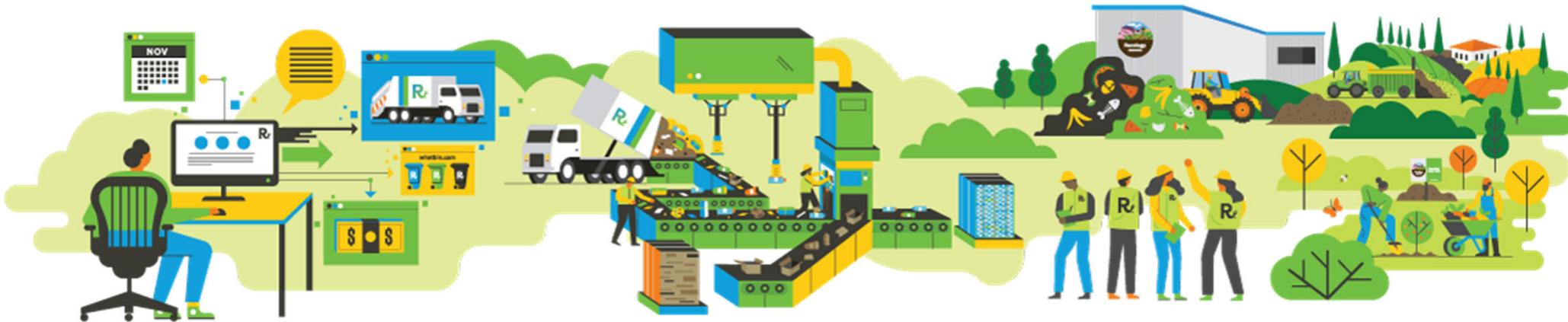
APPROVED AS TO FORM:

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

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

**CITY OF AMERICAN CANYON  
SOLID WASTE AND RECYCLABLES COLLECTION, PROCESSING AND DISPOSAL SERVICES  
PROPOSED RESIDENTIAL MONTHLY RATE INCREASE**

Can Size	Current Rates <small>(effective 1/1/22)</small>	Proposed Rates <small>(effective 9/1/22)</small>	Monthly Increase
<b>32-gallon</b>	<b>\$25.46</b>	<b>\$29.79</b>	<b>\$4.33</b>
<b>64-gallon</b>	<b>\$38.71</b>	<b>\$45.29</b>	<b>\$6.58</b>
<b>96-gallon</b>	<b>\$56.24</b>	<b>\$65.80</b>	<b>\$9.56</b>



**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)





# NOTICE OF PUBLIC HEARING FOR PROPOSED RATE INCREASES

**Adjustments for Residential  
Garbage, Recycling, &  
Organic Waste Customers**

## Why Are My Rates Changing?

In September 2016, Governor Brown signed Senate Bill (SB) 1383 into law. SB 1383 establishes methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants. Food waste alone accounts for approximately 17-18% of total land fill disposal.

To comply with the requirements of SB 1383, the City of American Canyon and Recology have amended their franchise agreement to expand the solid waste services provided to customers. Unfortunately, SB 1383 is an unfunded state mandate for the organics programs that are now required.

After extensive negotiations, Recology and the City have agreed to a rate structure that will fund the costs of these expanded services.

This site aims to let the American Canyon Community know about planned changes to solid waste service and rates and allow the community to be involved in the City's regulatory process.

**SB 1383 has two major objectives:**



## What is Organic Waste?

- » Food Scraps, Coffee Grounds, Tea Bags
- » Food-Soiled Paper Products
  - *Pizza Boxes, Coffee Filters, Egg and Paper Cartons, To-go Bags/Boxes (no Styrofoam or Plastic)*
- » Green Waste
  - *Landscape & Pruning, Leaves, Flowers, Sludge*
- » Lumber, Wood

For More Information on  
SB 1383 & How Organic Waste  
Disposal Will Affect You, Please  
Visit the City's Website  
(using your cell phone camera, scan the QR code)

Area to be created

# What's Changing?

Starting September 2022, residential garbage and recycling services will include:

- » **Weekly Organic Waste Cart Service.**
  - Residents will now be able to put green waste, food waste, and food-soiled paper in an organic waste container!
- » **Annually, Residents will be Mailed One Free “Dump Coupon”.**
  - Dump one load of bulky household waste at the Devlin Road Transfer Station.
- » **Increased Illegal Dumping Support.**

## New Monthly Rates - Residential

### Standard

Can Size	Current Rates <i>(effective 1/1/22)</i>	Proposed Rates <i>(effective 9/1/22)</i>	Monthly Increase
32-Gal	\$ 25.46	\$ 29.79	\$ 4.33
64-Gal	\$ 38.71	\$ 45.29	\$ 6.58
96-Gal	\$ 56.24	\$ 65.80	\$ 9.56



# Public Hearing

**When:** August 16, 2022, 6:30 PM

**Where:** City of American Canyon Council Chambers  
4381 Broadway Street, American Canyon, CA 94503

## How to Protest This Increase

The City will accept written protests against the proposed rate increase from property owners and customers of record (PLEASE NOTE: emails or faxes will NOT be accepted). Objections to the rate increase can be submitted at the public hearing until the end of the public input portion of the hearing. They can also be mailed but must be received before the Public Hearing or hand-delivered to the City Clerk mailbox located outside of City Hall (4381 Broadway Street, Suite 201) at or before the Public Hearing. If the majority (51%) of our residential customers submit valid written protests, the proposed rate increase will not be implemented.

### Valid Written Protests Must Include:

1. Customer name
2. Customer signature
3. Service address or parcel number
4. A statement that you are protesting the proposed rate increase

US Postage  
UNPAID

Area to be created



## **TITLE**

Draft Comprehensive General Plan Update CEQA Notice of Preparation (NOP)

## **RECOMMENDATION**

Provide Council comments on the Revised Draft Comprehensive General Plan Update CEQA Notice of Preparation (NOP).

## **CONTACT**

Brent Cooper, AICP, Community Development Director

## **BACKGROUND & ANALYSIS**

On April 19, 2022, staff presented a report on the General Plan Urban Limit Line and draft Notice of Preparation (NOP) for the Technical General Plan Update Environmental Impact Report (EIR). The NOP is important because it describes the proposed General Plan update scope and marks the beginning of the General Plan Update environmental review process. A copy of the April 19, 2022 staff report with the background information is included as Attachment 4.

### *NOP Revisions*

At the conclusion of the April 19, 2022 agenda item discussion, the Council directed staff to revise the General Plan NOP scope with two specific changes:

1. Revise the Urban Limit Line to include the Hess/Liard property. This property is located immediately north of the current Urban Limit line, generally east of Highway 29, between Paoli Loop and S. Kelly Road. The Hess/Laird Property is proposed for industrial development in unincorporated Napa County but would be served by the City's water and wastewater utility service district.

The addition of the Green Island Vineyard to the Urban Limit Line was discussed, but this property is anticipated to become the subject of a voter-initiative Urban Limit Line amendment in the November General Election. Thus, there is no need for Council to include the Green Island Vineyard property in the Urban Limit Line at this time because the voter initiative process has not yet been completed. A map depicting the proposed the Hess/Laird Property Urban Limit Line addition is included as Attachment 1.

2. Revise the proposed Circulation Element map to include the proposed Newell Drive extension between Paoli Loop and S. Kelly Drive.

As discussed on April 19, 2022, the proposed Hess/Laird Property development includes an extension of Newell Drive between Paoli Loop and S. Kelly Drive. Extending Newell Drive between Paoli Loop to S. Kelly Road would accomplish an important Council goal to provide a new parallel roadway on the east side of Highway 29.

In addition to the Newell Drive extension, proposed Circulation Element map amendments include the proposed West Side Connector roadway between Commerce Court and Hess Drive. In conjunction with the new West Side Connector roadway segment, the Circulation Element would be amended to delete the planned Commerce Court alignment from the southern cul-de-sac to Eucalyptus Drive. The Newell Drive extension and West Side Connector roadway alignment amendments are depicted on Attachment 2.

### *General Plan Vision*

The Council expressed a desire to review and update the “bigger picture” vision statements for the City. For example, there was a suggestion to recognize the need to address climate change and social equity issues. Although not a needed revision to the Notice of Preparation, “bigger picture” vision statements are a regular part of the General Plan update process. A copy of the revised Draft NOP is included as Attachment 3.

## **COUNCIL PRIORITY PROGRAMS AND PROJECTS**

Organizational Effectiveness: "Deliver exemplary government services."

## **FISCAL IMPACT**

The estimated cost of the General Plan Update is \$1.5 million. For Fiscal Year 2021-22, \$905,000 is proposed (CIP CD19-0100).

## **ENVIRONMENTAL REVIEW**

The Recommended Action described in this Agenda Report is not subject to CEQA, pursuant to General Rule Section 15060(b)(3), No effect on environment.

## **ATTACHMENTS:**

- [1. Proposed ULL 06-07-22](#)
- [2. Proposed Circulation Element Map](#)
- [3. Draft EIR NOP 6-07-22](#)
- [4. 04-19-22 Council Staff Report](#)

Proposed Urban Limit Line Addition

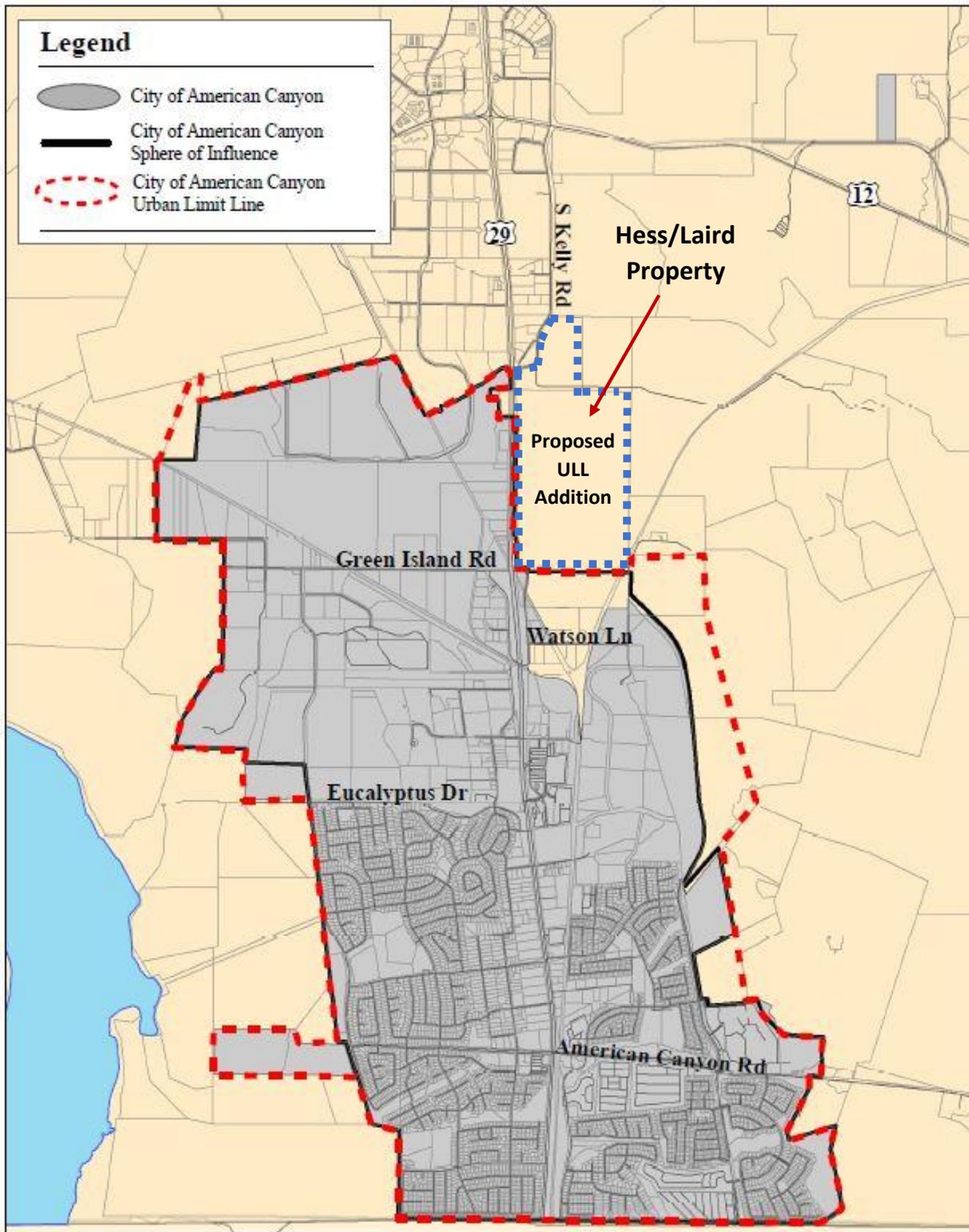
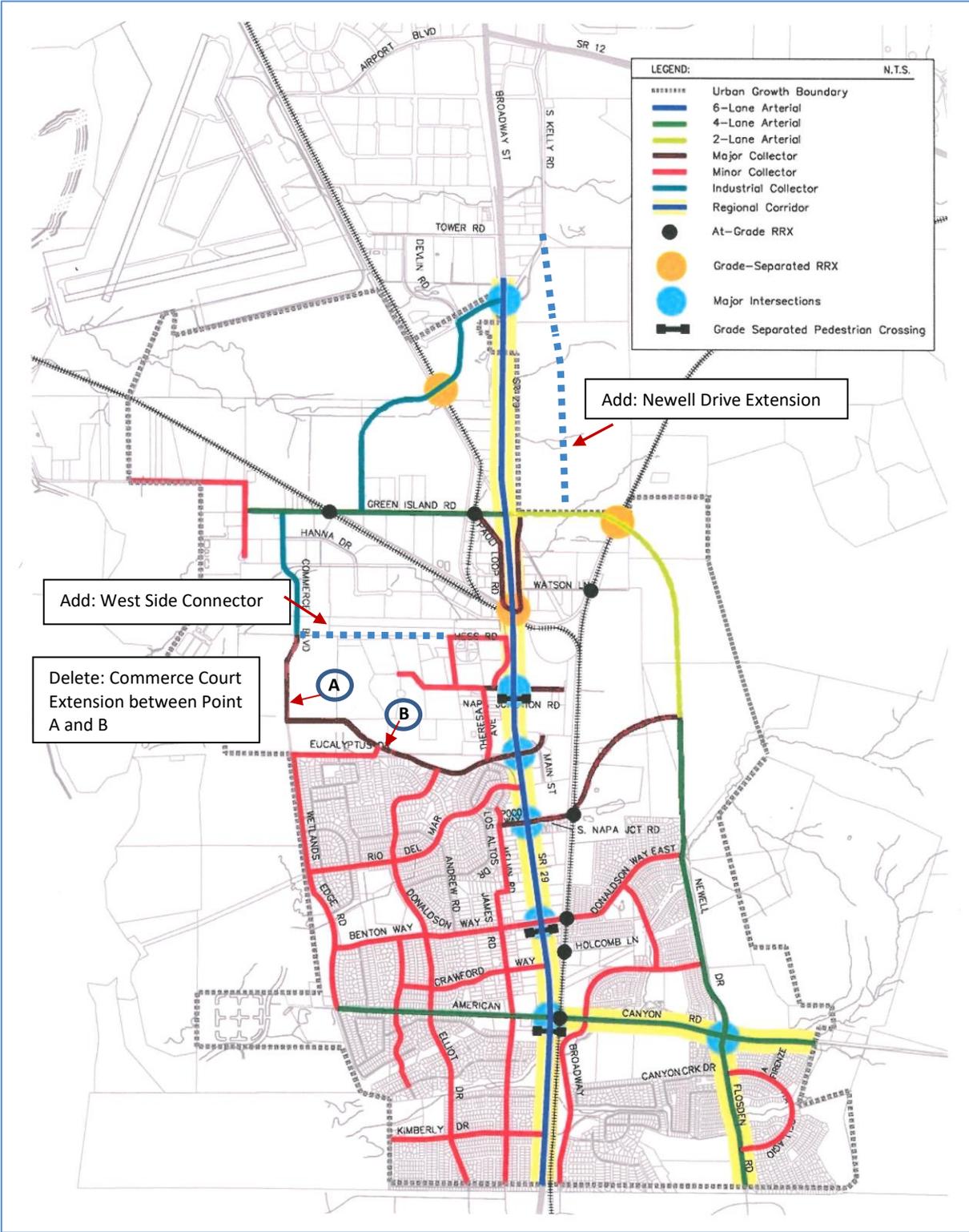


FIGURE 4:  
2040 CIRCULATION MAP





## NOTICE OF PREPARATION City of American Canyon General Plan Update

**Date:** June 7, 2022

**To:** Reviewing Agencies, Interested Parties, and Organizations

**Subject:** Notice of Preparation of a Draft Environmental Impact Report for the City of American Canyon General Plan Update

The City of American Canyon (City) is preparing an update to the City's General Plan. The City has determined that a Program Environmental Impact Report (EIR) will be necessary to evaluate environmental impacts of the General Plan Update pursuant to the California Environmental Quality Act (CEQA). In compliance with CEQA, the City will be the Lead Agency and will prepare the Program EIR. The City is requesting comments and guidance on the scope and content of the Program EIR from responsible and trustee agencies, interested public agencies, organizations, and the general public (CEQA Guidelines Section 15082).

This Notice of Preparation (NOP) provides a summary of the General Plan Update; includes the City's preliminary identification of the potential environmental issues to be analyzed in the EIR; and provides information on how to comment on the scope of the EIR.

**Notice of Preparation Public Review Period:** June XX, 2022 to July XX, 2022

The City requests your careful review and consideration of this notice, and it invites any and all input and comments from interested agencies, persons, and organizations regarding the preparation of the Program EIR. Comments and responses to this notice must be in writing and submitted to the Lead Agency Contact through July XX, 2022 at 4:00 p.m. If applicable, please indicate a contact person for your agency or organization. If your agency is a responsible agency as defined by CEQA Guidelines Section 15381, your agency may use the environmental documents prepared by the City when considering permits or approvals for action regarding the project.

**Lead Agency Contact:**

Brent Cooper, Community Development Director  
 City of American Canyon Community Development Department  
 4381 Broadway Street, Suite 201  
 American Canyon, California 94503  
[bcooper@cityofamericancanyon.org](mailto:bcooper@cityofamericancanyon.org)

**Written Comments:** Please submit written comments within 30 days of the date of this notice to any of the below by 4:00 p.m. on **July XX, 2022**:

- Email: [njones@cityofamericancanyon.org](mailto:njones@cityofamericancanyon.org)
- Regular Mail: Nicolle Jones, Community Development Department, City of American Canyon, 4381 Broadway Street, Suite 201, American Canyon, California 94503

**Public Scoping Meeting:** The City will hold a virtual scoping meeting to provide an opportunity for agency staff and interested members of the public to submit written and oral comments on the scope of the environmental issues to be addressed in the EIR. The scoping meeting will be held on **June XX, 2022 at 6:00 p.m.** To attend the scoping meeting, go to <https://zoom.us/join>.

Webinar ID: 879 2535 9973

Passcode: 253149

Dial: (408) 638 0968

The scoping presentation will be available to view after **June XX, 2022** on <https://www.cityofamericancanyon.org/government/city-hall/city-clerk/meetings-agendas>.

**Project Background:** The City must undertake a technical update to its General Plan to ensure the General Plan is internally consistent and maintains a balance of land uses; maintains and supports quality-of-life, community satisfaction, and safety for all residents; and meets new State requirements. A Regional Location map is included as Figure 1.

**Project Location:** The General Plan Update will encompass the City of American Canyon city limits, the Sphere of Influence, Urban Limit Line, and historic water service area (Figure 2).

**Proposed Project:** The American Canyon General Plan update will serve as a long-term framework for future growth and development. The General Plan represents the community's view of its future and contains the goals and polices upon which the City Council, Planning Commission, staff, and the entire community will base land use and resource decisions. To provide a contemporary plan that will guide the community through the next 20 years, the General Plan update will reflect recent development decisions and changes in State law. Major components of the comprehensive technical General Plan Update include:

- **Land Use Element.** This element will resolve inconsistencies between existing and General Plan land uses, expand the Urban Limit Line to include the "Hess/Laird Property," and accommodate land use amendments for certain properties owned by the Napa Valley Unified School District. Proposed land use amendments are shown in Figure 3. The proposed revised Urban Limit Line is shown in Figure 4.
- **Circulation Element.** This element will incorporate Vehicle Miles Travelled policies consistent with Senate Bill 743 (SB 743); update street standards for all modes, including pedestrians, bicyclists, and transit consistent with the California Complete Streets Act; include two new Industrial Collector roadways: 1) a new "West Side Connector" roadway segment and 2) a Newell Drive roadway segment between Paoli Loop and S. Kelly Drive and delete former planned connection between Commerce Court and Eucalyptus Drive. See Figure 5.
- **Community Services Element.** This element will focus on goals and policies related to public services, including police, fire, and emergency services.

- **Open Space and Recreation Element.** This element will address the wide variety of parks, trails, and open spaces serving the diverse recreation needs of American Canyon residents, particularly youth, and emphasize the unique features of the City’s natural environment – from the Newell Open Space to the east to the wetlands and trails to the west.
- **Conservation Element.** This element will consider the effects of existing and planned development on natural resources located on public lands, including military installations, consistent with Government Code Section 65302(d). This Element will address State law requirements, including air quality, greenhouse gas emissions, and climate change adaptation.
- **Safety Element.** This element will cover seismic activity, other geologic hazards, fire hazards, hazardous materials, flooding, and other potential hazards, consistent with Government Code Section 65302(g). It will also address resiliency and risks from natural hazards in American Canyon, pursuant to SB 379. This element update will require a vulnerability analysis to comply with State law.
- **Noise Element.** This element will noise element requirements, consistent with Government Code Section 65302(f), including new existing noise contours as well as projected noise contours based on future traffic volumes projected to arise from improvements planned for in the Circulation Element.
- **Housing Element.** This element will be an update for the 2022-2030 RHNA cycle to adequately plan to meet the housing needs of everyone in the community, consistent with Government Code Section 65583. Due to State-Mandated deadlines, the Housing Element update is anticipated to be completed earlier than the rest of the comprehensive technical General Plan update.
- **Implementation.** This chapter will be a comprehensive implementation strategy with discrete, tangible actions that the City will undertake to carry out all the Plan’s goals, policies, and objectives. It will also highlight goals, policies, and programs related to administration of the General Plan. The chapter will detail timing, potential funding sources, and the responsible parties for each implementation measure.

**Project Alternatives:** The EIR will evaluate a reasonable range of project alternatives that, consistent with CEQA, meet most of the project objectives and reduce or avoid potential environmental effects, including a required No Project Alternative.

**Potential Environmental Effect Areas:** The EIR will describe the reasonably foreseeable and potentially significant adverse effects of the proposed project (both direct and indirect). The EIR also will evaluate the cumulative impacts of the project when considered in conjunction with other related past, present, and reasonably foreseeable future projects. The City preliminarily anticipates that the proposed project could result in potentially significant environmental impacts in the following topic areas, which will be further evaluated in the EIR.

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Greenhouse Gas Emissions
- Land Use and Planning
- Noise
- Population and Housing
- Public Services and Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire
- Cumulative Effects
- Growth Inducing Effects

When the Draft EIR is completed, it will be available for review at the City's offices located at 4381 Broadway Street, Suite 201, American Canyon, California 94503 and online at: <https://www.cityofamericancanyon.org/government/community-development/planning-zoning/general-plan-update>. The City will issue a Notice of Availability of a Draft EIR at that time to inform the public and interested agencies, groups, and individuals of how to access the Draft EIR and provide comments.

If you have questions regarding this NOP or the scoping meeting, please contact Brent Cooper at (707) 647-4335 or via email at [bcooper@cityofamericancanyon.org](mailto:bcooper@cityofamericancanyon.org)

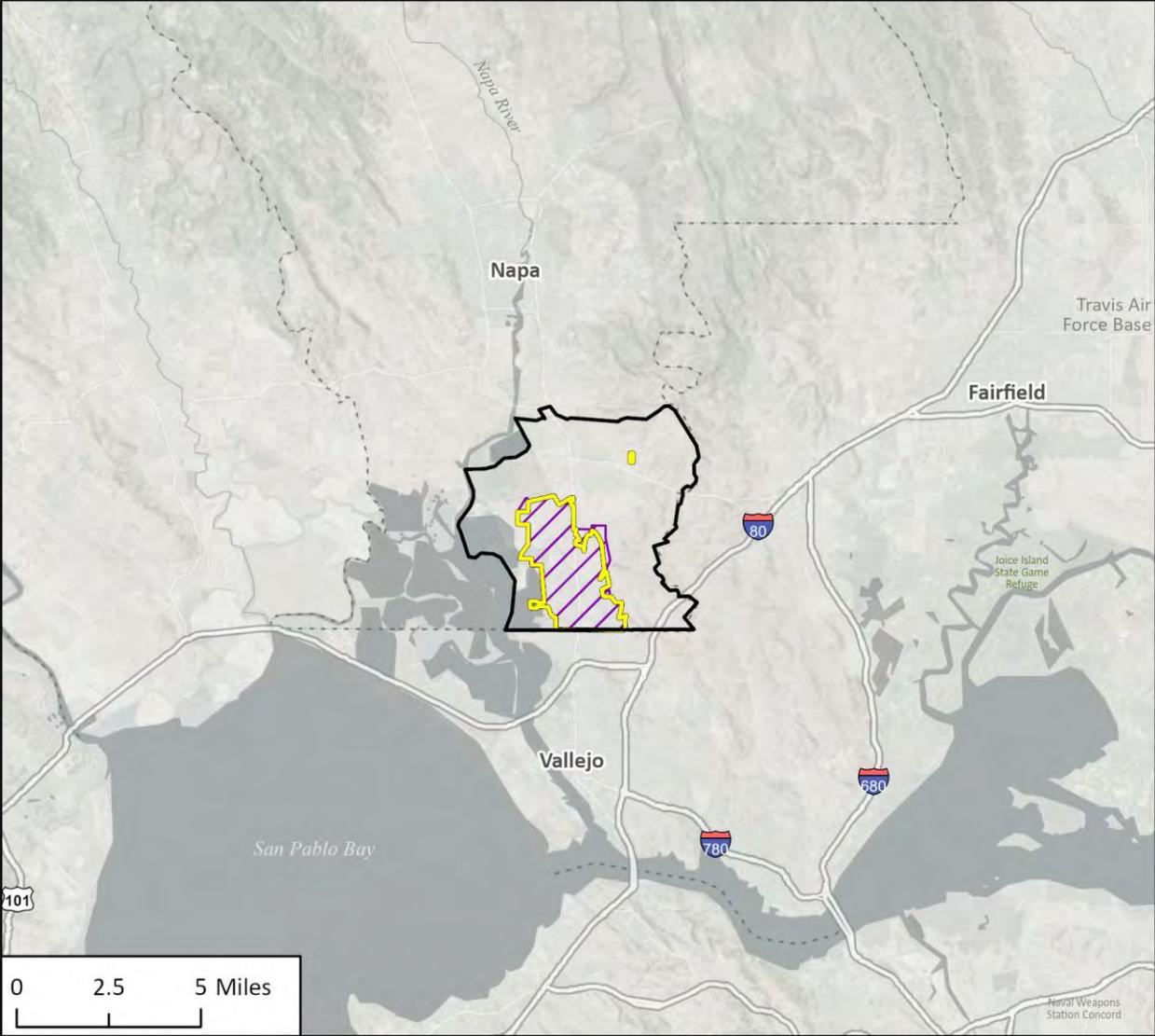
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Brent Cooper, Community Development Director

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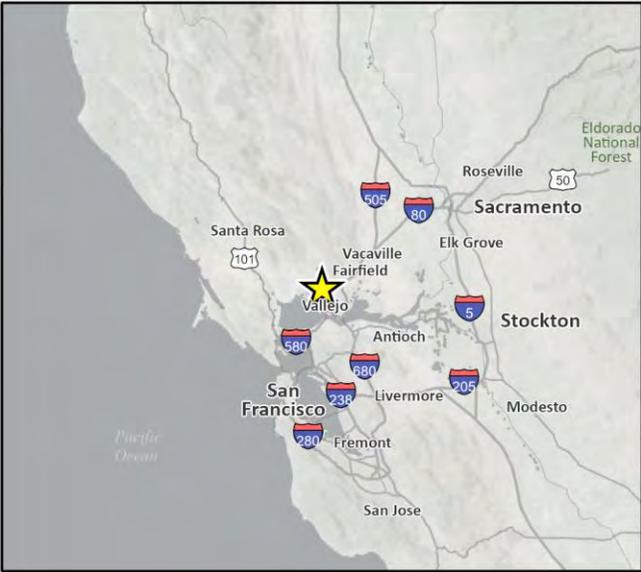
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Figure 1 Regional Location



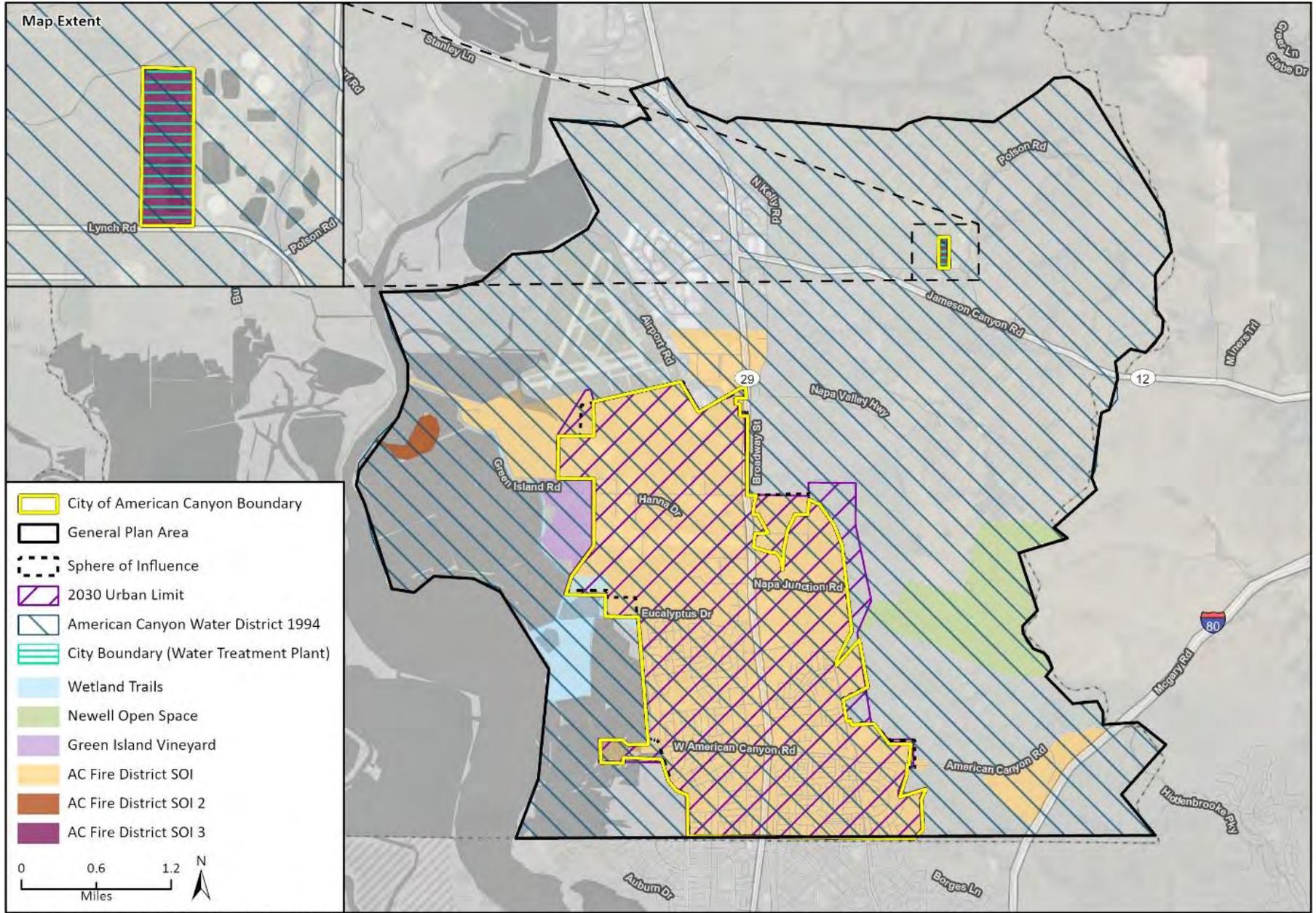
Basemap provided by Microsoft Bing, Esri and their licensors © 2022.  
 Additional data provided by the City of American Canyon, 2022.

-  City of American Canyon Boundary
-  General Plan Area
-  2030 Urban Limit
-  Project Location



American Canyon GIS and GIS

Figure 2 Project Location



Base map provided by Microsoft Bing, Esri and their licensors © 2022.  
 Additional data provided by the City of American Canyon, 2022.

City of American Canyon  
 2022 Planning Department

Figure 3 Area of Proposed Land Use Element Amendments

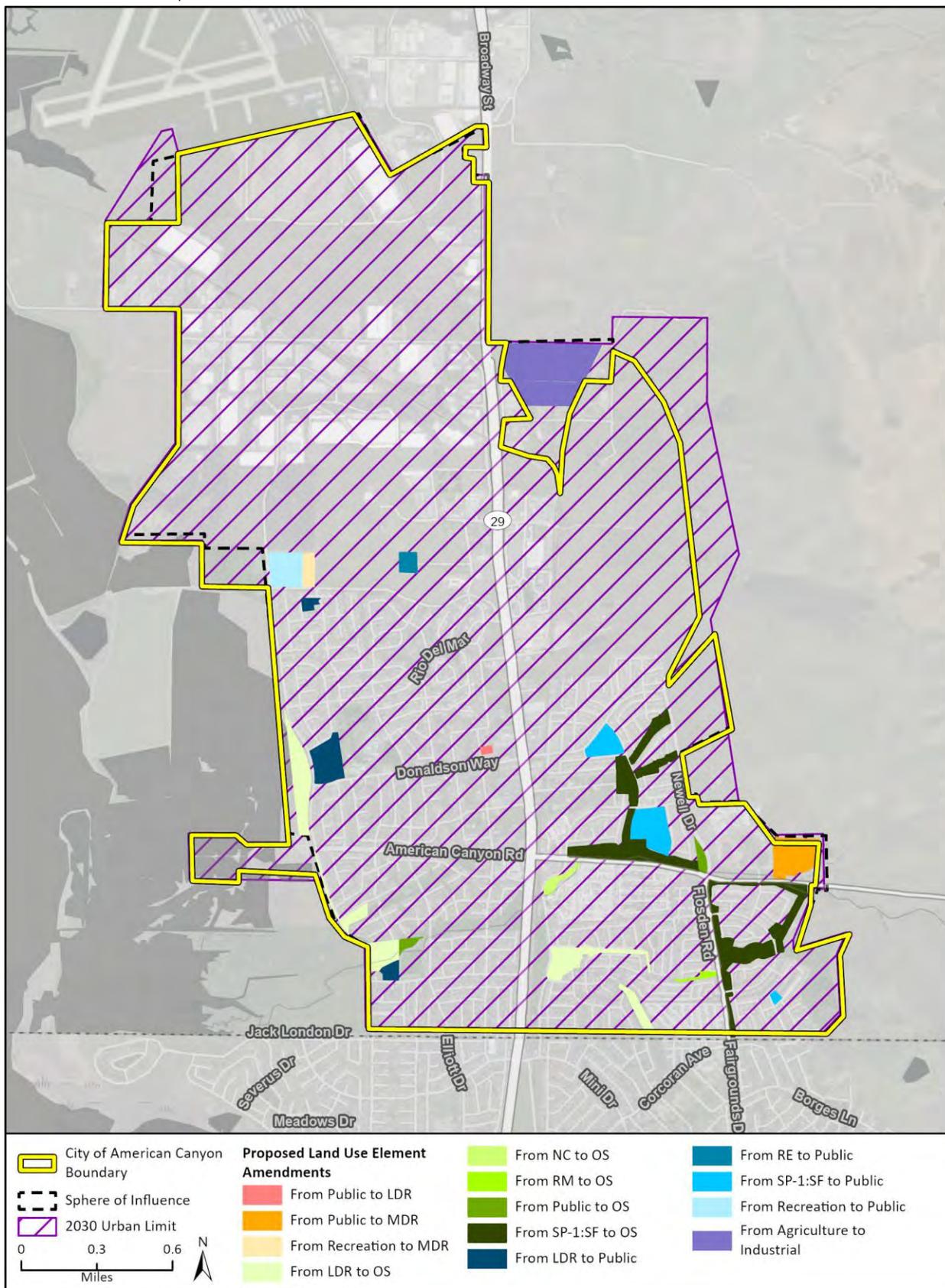


Figure 4 Proposed Urban Limit Line

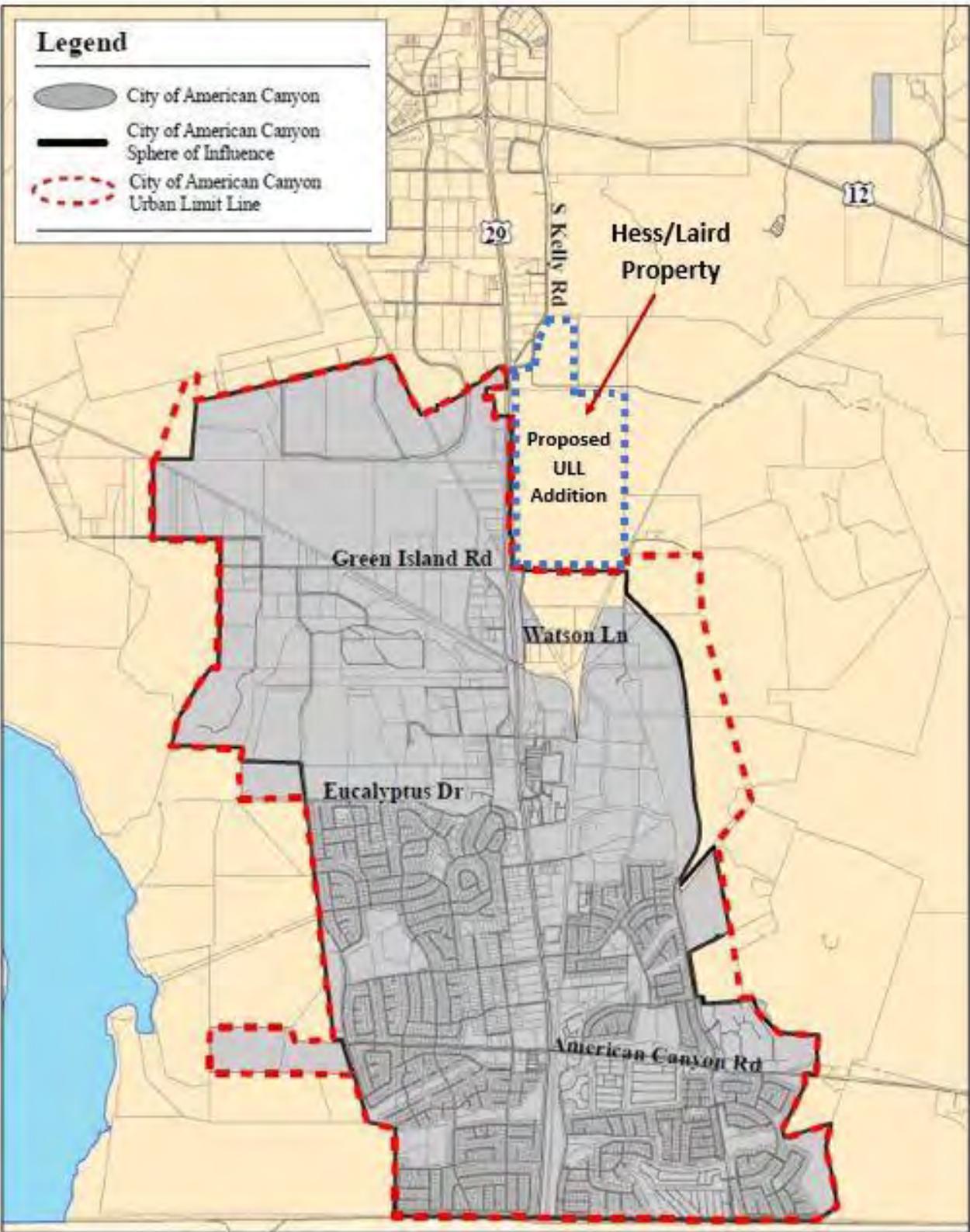
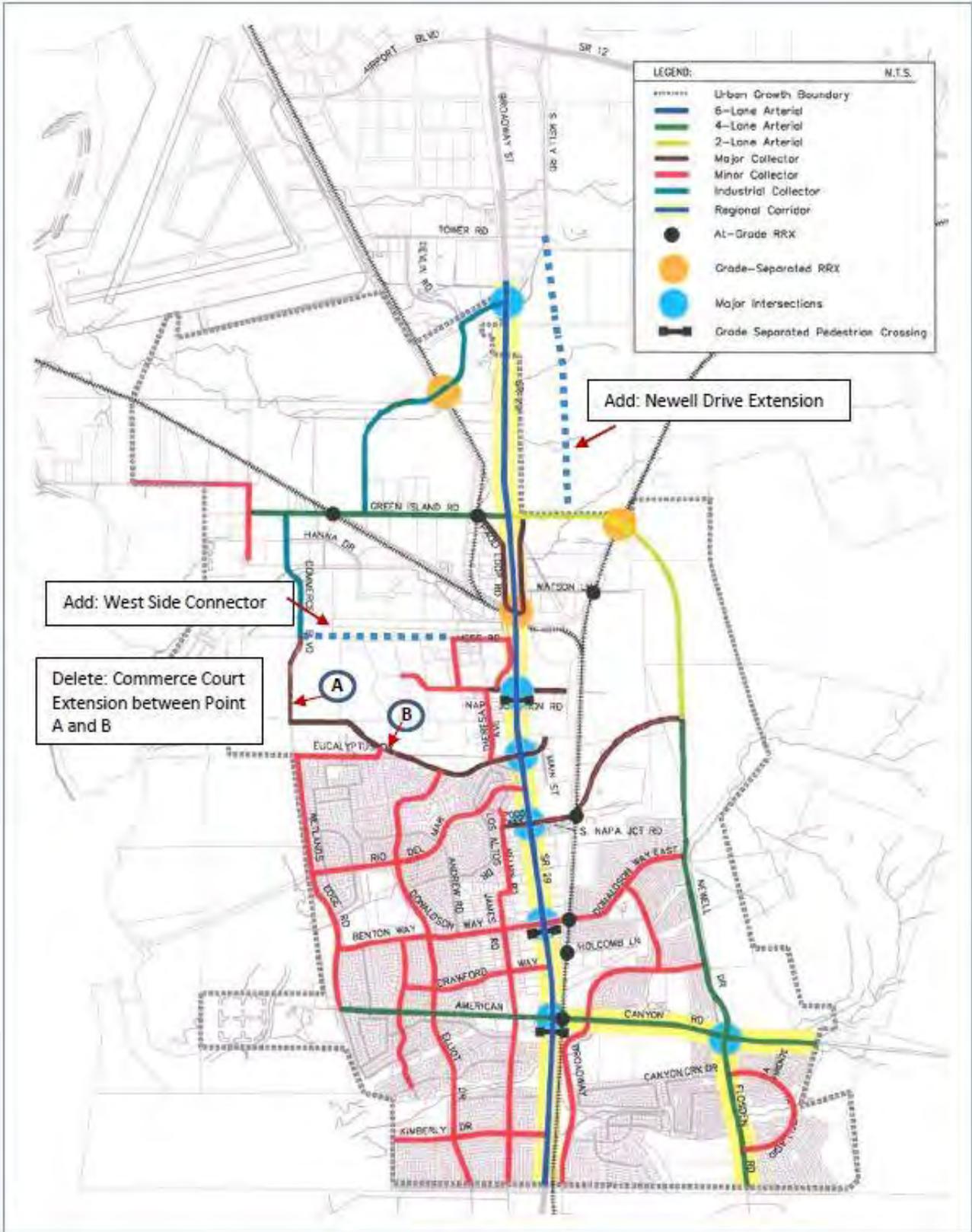


Figure 5 Proposed Circulation Element Amendments



# ATTACHMENT 4

## CITY COUNCIL STAFF REPORT

APRIL 19, 2022



## **TITLE**

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

## **RECOMMENDATION**

Consider taking the following actions in conjunction with the Urban Limit Line:

1. Receive and file report on Urban Limit Line Overview; and
2. Provide Council comments on the Draft Comprehensive General Plan Update CEQA Notice of Preparation

## **CONTACT**

Brent Cooper, AICP, Community Development Director

## **BACKGROUND & ANALYSIS**

In response to the Council's request for information, this staff report provides background information on the City's Urban Limit Line. In addition, as part of the ongoing effort to update the City's General Plan, staff has prepared a draft Notice of Preparation (NOP) for the General Plan Program Environmental Impact Report. The NOP is important because it describes the proposed General Plan update scope and marks the beginning of the General Plan environmental review process.

### ***Issue 1: Urban Limit Line***

The City's Urban Limit Line (ULL) was described in a 2008 Agreement between the City Council and the Napa County Board of Supervisors. A map depicting the Urban Limit Line is included as Attachment 1.

Subject to limitations, the Agreement provided the City with County assurance that they would support City annexation of three properties in the Napa Airport Specific Plan. In return, the County received benefits as described below:

- Napa Airport Specific Plan properties within the proposed Urban Limit Line were required to have Industrial Easements to ensure they would not be used for non-industrial purposes (see ULL Agreement Part II Section A.1).
- The City's water service policies were to be revised to permit Outside Customers to obtain

water service with the same terms or conditions as City Customers, except that Outside Customers were subject to a higher water service rate (see ULL Agreement Part II Section A.2 and Exhibit E and F).

- The City agreed to limit its municipal boundary to within the ULL until at least 2030 (see ULL Agreement Part III Section A).

A copy of the ULL Agreement 2008-93 is included as Attachment 2.

#### *ULL Agreement Adoption Timeframe*

The ULL Agreement required the City to amend its General Plan to revise the ULL consistent with the Agreement no later than August 8, 2008. Furthermore, the ULL was required to be affirmed through an Initiative no later than the November 2008 general election.

In a very short time, the *Urban Limit Line and Rezoning Act Initiative* received more than enough qualifying signatures. The petition was delivered to the Napa County Election Division on July 16, 2008 and was certified on July 18, 2008. On August 5, 2008, the City Council accepted the Napa County Clerk's *Urban Limit Line and Rezoning Act Initiative* certification. The Initiative achieved the General Plan and Zoning Ordinance amendments as called for in the ULL Agreement three days before the August 8 deadline. A copy of Resolution 2008-106 is included as Attachment 3.

#### *ULL vs Annexation*

Approval of the ULL Agreement itself does not "annex" land to the City. To annex land, the City or Property Owner(s) must submit an application to the Napa County Local Agency Formation Commission (LAFCO). In most cases, the proposed annexation area must be located within the City's Sphere of Influence (SOI) - a boundary administered by LAFCO. Except in a few narrow situations, an SOI amendment and annexation is possible only when the City and County agree. Apart from the Napa Airport Industrial properties, the ULL Agreement did not assure County concurrence with City annexation applications, but it helped achieve a cooperative environment where concurrence was possible.

#### *The ULL Today*

In the years following the ULL Agreement, the City received LAFCO approval of numerous annexation applications. Between 2008 to today, the City boundaries increased from 4.13 square miles to just over 6 square miles. These annexed areas and the year certified by LAFCO are shown below:

- Watson Ranch (2011)
- Napa Logistics Park and Panattoni Properties (2011)
- Eucalyptus Grove and Clarke Ranch Park (2011)
- NVUSD Properties (2011)
- Canyon Estates (2015)

A map depicting these annexation areas are included as Attachment 4. Remaining ULL properties outside the City limits are depicted in pink. This map includes a pending application to annex the Paoli/Watson Lane properties.

#### *The Future ULL*

The ULL Agreement and Initiative states that the ULL will expire in 2030. According to the ULL Agreement and Initiative, ULL amendments prior to 2030 would require a subsequent Initiative. As shown in Attachment 4, there are certain properties - mostly east of Watson Ranch- within the ULL that have not been annexed into the City. If the ULL expires in 2030 with no replacement or extension, annexing these remaining ULL areas could become more challenging.

#### ***Issue 2: General Plan Update Notice of Preparation (NOP)***

The American Canyon General Plan update serves as a long-term framework for future growth and development. The General Plan represents the community's view of its future and contains the goals and polices upon which the City Council, Planning Commission, staff, and the entire community will base land use and resource decisions.

#### *California Environmental Quality Act*

The Genal Plan Update requires environmental review pursuant to the California Environmental Quality Act (CEQA). To comply with CEQA, the City serves as the "Lead Agency." Given the broad range of potential environmental impacts caused by buildout of the city consistent with the General Plan Update, the City will prepare a Program Environmental Impact Report (Program EIR).

The Notice of Preparation (NOP) is the first step in preparing the Program EIR. The NOP provides a summary of the General Plan Update; includes the City's preliminary identification of the potential environmental issues to be analyzed in the EIR; and provides information on how to comment on the scope of the EIR.

Release of the NOP is a formal process to request comments and guidance from "Responsible Agencies," "Trustee Agencies," interested public agencies, organizations, and the general public on the scope and content of the Program EIR (CEQA Guidelines Section 15082).

- A "Trustee Agency is a public agency that has jurisdiction by law over natural resources that are held in trust for the people of California. An example includes the California Department of Fish and Wildlife (CDFW).
- A "Responsible Agency" is a public agency that has some discretionary authority over a portion of the General Plan but is not the Lead Agency. An example is the Bay Area Air Quality Management District, among other regional agencies.

#### *Potential Environmental Effect Areas*

The EIR will describe the reasonably foreseeable and potentially significant adverse effects of the proposed General Plan Update (both direct and indirect). The EIR also will evaluate the cumulative

impacts of the project when considered in conjunction with other related past, present, and reasonably foreseeable future projects. The NOP identifies a list of potentially significant environmental impacts. This list is included as Attachment 5.

### *General Plan Update Scope*

To provide a contemporary plan that will guide the community through the next 20 years, the General Plan update will emphasize technical updates that reflect recent development decisions and changes in State law. A second phase of the General Plan Update will emphasize new policy initiatives. This two-phase approach is intended to expedite an updated General Plan that complies with current State Laws.

The major components of the Phase 1 Comprehensive Technical General Plan Update include:

- **General Plan Study Area.**

California state law requires a general plan “for the physical development of the county or city, and any land outside its boundaries which in the planning agency’s judgment bears relation to its planning” (Gov. Code § 65300). Consistent with State Law, the General Plan Study Area has been broadened from the current General Plan boundary (City and Sphere of Influence) to include the historic boundary of the American Canyon Water Service Area (Water Service Area). Broadening the Study Area to include the Water Service Area reflects the need to plan for ongoing Water and Wastewater services the city provides to properties outside the City limits. A graphic depicting the proposed General Plan Study Area is included as Attachment 6.

- **Land Use Element.** As the first of two phases, the Technical General Plan Update is intended to expedite an updated General Plan that complies with current State Laws. Thus, the Technical General Plan Update includes only minor changes to the Land Use Plan.

One category of proposed land use changes focuses on correcting inconsistencies between the land use and General Plan designation. Examples include changing public-school sites from “Residential” to “Public”; and changing creeks and open space from “Residential” to “Open Space.” A second category of proposed land use changes focuses on the Napa Valley School District’s request to amend surplus property to a “Residential” designation. A third category of proposed land use changes focuses on the pending Paoli/Watson Lane Annexation. These changes would amend “Agriculture” land use to “Industrial.” Proposed Land Use Amendments are depicted in Attachment 7.

- **Circulation Element.** This element will incorporate Vehicle Miles Travelled policies consistent with Senate Bill 743 (SB 743); incorporate the “West Side Connector” roadway alignment; update street standards for all modes, including pedestrians, bicyclists, and transit consistent with the California Complete Streets Act.

- **Community Services Element.** This element will focus on goals and policies related to public

services, including police, fire, and emergency services.

- **Open Space and Recreation Element.** This element will address the wide variety of parks, trails, and open spaces serving the diverse recreation needs of American Canyon residents, particularly youth, and The General Plan Update will ensure the General Plan is internally consistent and maintains a balance of land uses; maintains and supports quality-of-life, community satisfaction, and safety for all residents; and meets new State requirements.
- **Conservation Element.** This element will consider the effects of existing and planned development on natural resources located on public lands, including military installations, consistent with Government Code Section 65302(d). This Element will address State law requirements, including air quality, greenhouse gas emissions, and climate change adaptation.
- **Safety Element.** This element will cover seismic activity, other geologic hazards, fire hazards, hazardous materials, flooding, and other potential hazards, consistent with Government Code Section 65302(g). It will also address resiliency and risks from natural hazards in American Canyon, pursuant to SB 379. This element update will require a vulnerability analysis to comply with State law.
- **Noise Element.** This element will noise element requirements, consistent with Government Code Section 65302(f), including new existing noise contours as well as projected noise contours based on future traffic volumes projected to arise from improvements planned for in the Circulation Element.
- **Housing Element.** This element will be an update for the 2022-2030 RHNA cycle to adequately plan to meet the housing needs of everyone in the community, consistent with Government Code Section 65583. Due to State-Mandated deadlines, the Housing Element update is anticipated to be completed earlier than the rest of the comprehensive technical General Plan update.
- **Urban Limit Line (ULL).** As discussed above, the ULL will expire in 2030. Policies to address whether to expire, extend or amend the ULL will take time to consider. Although there is no reason to preclude starting now, it will likely take more time to address the future for the ULL than the Technical Update schedule. For this reason, staff has scheduled any ULL revisions for the Phase 2 Comprehensive General Plan Update.
- **Implementation.** This chapter will be a comprehensive implementation strategy with discrete, tangible actions that the City will undertake to carry out all the Plan's goals, policies, and objectives. It will also highlight goals, policies, and programs related to administration of the General Plan. The chapter will detail timing, potential funding sources, and the responsible parties for each implementation measure.
- **Project Alternatives.** The EIR will evaluate a reasonable range of project alternatives that, consistent with CEQA, meet most of the project objectives and reduce or avoid potential

environmental effects, including a required No Project Alternative.

A copy of the Draft NOP is included as Attachment 8.

#### *Schedule*

As mentioned above, the Phase 1 Technical General Plan update is intended to expedite an updated General Plan that complies with current State Laws. The schedule for Phase 1 contemplates a completion date in approximately twelve months from now. Separate from the Comprehensive General Plan Update is the Housing Element Update. This effort is also underway and is anticipated to be completed on or before the Phase 1 General Plan Update. A graphic depicting the schedule is included as Attachment 9.

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

Organizational Effectiveness: "Deliver exemplary government services."

### **FISCAL IMPACT**

This project (CIP CD19-0100) has a budget of \$787,500. Expenses to date total \$239,800. The estimated cost of the General Plan Update is \$1.5 million. One potential funding option in Fiscal Year 2022-23 is the Economic Development Reserve.

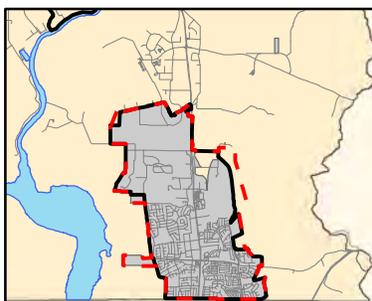
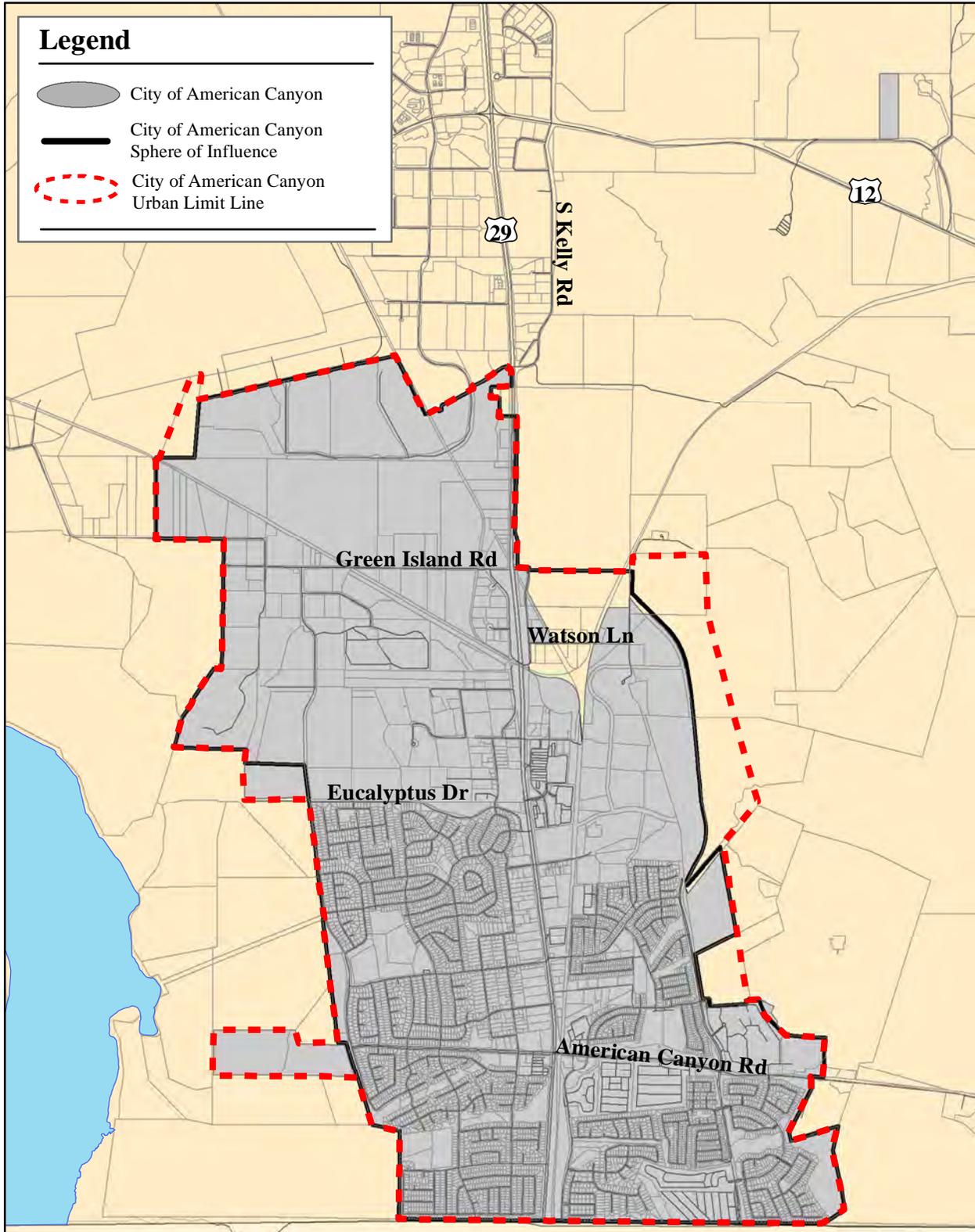
### **ENVIRONMENTAL REVIEW**

The Recommended Action described in this Agenda Report is not subject to CEQA, pursuant to General Rule Section 15060(b)(3), No effect on environment.

### **ATTACHMENTS:**

1. [AmericanCanyon\\_ULL](#)
2. [ULL Agreement 2008-93 Napa County No 7070](#)
3. [ULL Initiative RESOLUTION 2008-R106](#)
4. [ULL Annexations](#)
5. [NOP CEQA Topics](#)
6. [General Plan Study Area Boundary](#)
7. [Land Use Amendments](#)
8. [Draft NOP](#)
9. [Phase 1 General Plan Update Schedule](#)

# City of American Canyon



Not to Scale  
November 10, 2021  
Prepared by BF

**LAFCO of Napa County**  
1754 Second Street, Suite C  
Napa, California 94559  
www.napa.lafco.ca.gov

Napa County Agreement No. 7070  
 American Canyon Agreement No. 2008-93

**AGREEMENT  
 BETWEEN THE COUNTY OF NAPA  
 AND  
 THE CITY OF AMERICAN CANYON**

This Agreement (hereafter "Agreement") is entered into and effective as of July 3, 2008 by and between the County of Napa, a political subdivision of the State of California (hereafter "County"), and the City of American Canyon, a municipal corporation (hereafter "City").

**WHEREAS**, the parties recognize the importance of agricultural preservation and open space in the County and desire to preserve agricultural and open space lands in the County so as to maintain a viable agriculture-based economy, preserve open space, prevent urban sprawl, and direct growth and development into already urbanized areas; and

**WHEREAS**, the parties desire to implement the planned development of the City and adjacent lands within the County; and

**WHEREAS**, the parties recognize the importance of the Napa County Airport ("Airport") to the economy of the County and have a longstanding interest in protecting the Airport from the encroachment of incompatible land uses; and

**WHEREAS**, the parties recognize that citizens, businesses and employees within both jurisdictions benefit when the parties collaborate successfully and solve disagreements amicably; and

**WHEREAS**, the parties seek to provide a solid footing for future planning and decision-making by recognizing a mutually agreed upon City urban growth boundary that will remain in place without change until 2030; and

**WHEREAS**, the parties are taking such steps as may be necessary to ensure that an adjusted urban growth boundary in the form of an amended City Urban Limit Line will not be changed until the year 2030; and

**WHEREAS**, in the County's view, industrial development within the County Airport Industrial Area Specific Plan ("Airport Specific Plan") boundaries supports agricultural uses in the County, benefits the local economy, and will contribute to the construction of necessary infrastructure improvements; and

**WHEREAS**, the parties recognize that upon incorporation in 1992, the City assumed the rights and responsibilities of the former American Canyon County Water District; and

**WHEREAS**, the parties recognize that the City provides water service to properties located within the City's Water Service Area, which includes the Airport Specific Plan area, and

that it is essential for the City to continue to provide water service to these properties in an environmentally sensitive, reasonable and fair manner.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**PART I. AGREEMENT DEFINITIONS**

When used in this Agreement, the following words or phrases shall have the following meanings unless the context clearly indicates otherwise:

“Airport Industrial Area Specific Plan” or “Airport Specific Plan” shall mean the 1986 Napa County Airport Industrial Area Specific Plan, as amended through the effective date of this Agreement.

“CEQA” shall mean the California Environmental Quality Act, Public Resources Code section 21000 *et seq.*

“City” shall mean the City of American Canyon.

“City Customers” shall mean all persons and entities presently receiving water service from the City, and all persons and entities that are requesting or in the future request new or increased water service from the City, for parcels that are located within City’s incorporated limits.

“City’s Water Service Area” shall mean all lands within the area depicted in Exhibit H, attached hereto and incorporated herein by this reference.

“County” shall mean the County of Napa.

“LAFCO” shall mean the Napa County Local Agency Formation Commission.

“Outside Customers” shall mean all persons and entities presently receiving water service from the City, and all persons and entities that are requesting or in the future request new or increased water service from the City for parcels that are located outside the City’s limits but within the Airport Industrial Area Specific Plan boundaries.

“Panattoni Property” shall mean that real property described by Assessor Parcel Numbers 057-090-075 and 057-090-076, consisting of approximately 16.30 acres and 34.40 acres, respectively, as is more fully described in Exhibit A, attached hereto and incorporated herein by this reference.

“Subject Parcels” shall mean:

1. The parcel commonly known as the “Headwaters property,” Assessor Parcel Number 057-090-069 consisting of approximately 218.06 acres as is more fully described in Exhibit B, attached hereto and incorporated herein by this reference.
2. The parcel commonly known as the “Atkins property,” Assessor Parcel Number 057-040-007 consisting of approximately 25.44 acres as is more fully described in Exhibit C, attached hereto and incorporated herein by this reference.

“Sphere of Influence” shall mean the LAFCO-approved plan for the probable physical boundary and service area of the City of American Canyon, as defined in Government Code section 56076.

“Urban Limit Line” or “ULL” shall mean that line which describes the boundaries described in Exhibit D, attached hereto and incorporated herein by this reference, beyond which the City and the City’s Sphere of Influence shall not expand prior to 2030 unless the citizens of the City first approve an expansion of the line.

**PART II. PRE-CONDITIONS TO THE AGREEMENT TAKING EFFECT;  
ANNEXATION OF PANATTONI PROPERTY**

**A. Preconditions to Agreement Effectiveness**

This Agreement, excluding Agreement Section II.B, shall become effective only if each and every one of the following events occurs within its respective time frame. Therefore, if any one of the preconditions fails to occur within the time frame set forth in this Agreement for that precondition, then this Agreement and the obligations of the parties as set forth in Agreement Section III shall automatically become null and void.

**1. *Industrial Easements.***

The City shall ensure that the owners of the Subject Parcels and the Panattoni Property, prior to amendment of the City’s sphere of influence and completion of annexation of the Subject Parcels and the Panattoni Property to the City:

a. Grant and record industrial easements in favor of the County in perpetuity, in a form acceptable to the County Counsel and the City Attorney, ensuring that the Subject Parcels and the Panattoni Property may be developed in accordance with the uses permitted for those parcels by the Airport Specific Plan, and

b. Deed restrict, in a form acceptable to the County Counsel and the City Attorney, the Subject Parcels and Panattoni Property prior to development or use of the same, ensuring that the Subject Parcels and the Panattoni Property shall be developed in accordance with the uses permitted for those parcels in the Airport Specific Plan.

c. The City shall ensure that any development approvals sought by the owners of the Subject Parcels and the Panattoni Property in the City shall be conditioned by the City to be industrial uses as permitted for those parcels by the Airport Specific Plan and that the owners of these parcels grant and record avigation (flight) easements in favor of the County, in a form acceptable to the County Counsel and the City Attorney.

**2. *Standards for Providing Water Service.*** On or before September 1, 2008 the City shall take the following actions:

a. Revise its water policies to confirm that the City will provide water service to all Outside Customers upon request under all of the same terms and conditions under which the City provides water service to City Customers, and that the City will not impose any term or condition on any water service to any Outside Customer that is different from the terms and conditions that the City imposes on City Customers, except that the City may continue to

impose higher water rates on Outside Customers consistent with *Hansen v. City of San Buenaventura* (1986) 42 Cal.3d 1172; and

b. Amend City Municipal Code sections 13.10.010, 13.10.020, and 13.10.040, and all other related Municipal Code provisions, implementing resolutions and policies, so that they will be consistent with Agreement Sections II.A.2.a, III.E, and Exhibit E. The City shall schedule a public hearing for this purpose. The City shall make all of the revisions and amendments referenced in Agreement Section II.A.1 and II.A.2 before the City files any requests for any amendment of the City's Sphere of Influence or any annexations of the Subject Parcels and the Panattoni Property.

3. ***Preconditions Are Prerequisite to Sphere of Influence Amendment and Annexation.*** Satisfaction of the requirements set forth in Agreement Section II.A.1 (Industrial Easements) and II.A.2 (Standards for Providing Water Service) are preconditions to this Agreement. If these preconditions are not satisfied, this Agreement shall be null and void.

**B. Immediate Annexation of Panattoni Property**

Notwithstanding any other provision of this Agreement, as an indication of good faith of both parties, the County shall, upon execution of this Agreement and upon satisfaction of the requirements set forth in Agreement Sections II.A.1 (Industrial Easements), II.A.2 (Standards for Providing Water Service) and III.F.2 (Property Tax Revenue Sharing Agreement), provide written support of that portion of City's application before LAFCO involving a sphere amendment or annexation of the Panattoni Property to the City.

**PART III. AGREEMENT OBLIGATIONS**

**A. City's Urban Limit Line**

The parties agree that the City's growth boundary shall not expand beyond the ULL described and depicted in Exhibit D until at least 2030. To implement this ULL agreement, the parties will take one or more of the following actions which are intended to ensure that the ULL will not change prior to 2030.

1. If a citizen's initiative is circulated that establishes an ULL as a part of the City General Plan that is consistent with Exhibit D and that cannot be changed without a vote of the people until 2030, and if that initiative gathers a sufficient number of valid signatures to require the City to either adopt the initiative or place the matter on the ballot, then the City shall either: (a) adopt the initiative without alteration at the regular meeting at which the certification of the initiative petition is presented to the City Council or within 10 days after it is submitted; or (b) place the matter on the ballot. Otherwise, this Agreement shall become null and void, except that the parties may agree otherwise concerning the 60 foot strip in the unincorporated territory separating Area 1 from Area 2, as described and depicted in Exhibit D.

2. If a notice of intent to circulate a citizen's initiative to establish an ULL consistent with Agreement Section III.A.1 is not filed with the City elections official on or before June 30, 2008, then a ballot measure that will establish an ULL in the City General Plan that is consistent with Exhibit D and cannot be changed without a vote of the people until 2030 shall be placed on

the November 2008 municipal ballot by the City Council. The order of election shall be adopted by the City Council no later than August 8, 2008. Any such ballot measure shall expressly provide that any further changes to the ULL described and depicted in Exhibit D prior to 2030 shall take effect only following the approval by a majority of the voters of the City at a regularly scheduled municipal election. If the City fails to place such a measure on the ballot, this Agreement shall automatically become null and void, except that the parties may agree otherwise concerning the 60 foot strip in the unincorporated territory separating Area 1 from Area 2, as described and depicted in Exhibit D.

3. If a notice of intent to circulate a citizen's initiative to establish an ULL in the City's General Plan that is consistent with Exhibit D and cannot be changed without a vote of the people until 2030 is filed with the City election official on or before June 30, 2008, and the initiative is circulated but fails to achieve the necessary number of signatures to qualify for the November 2008 ballot, then a ballot measure that will establish an ULL as a part of the City's General Plan that is consistent with Exhibit D and cannot be changed without a vote of the people until 2030 shall be placed on the November 2008 municipal ballot by the City Council. The order of election shall be adopted by the City Council no later than August 8, 2008. Any such ballot measure shall expressly provide that changes to the ULL depicted in Exhibit D that cannot be changed without a vote of the people prior to 2030 shall take effect only following the approval by a majority of the voters of the City at a regularly scheduled municipal election. If the City fails to place such a measure on the ballot, or if a referendum successfully repeals action of the City, this Agreement shall automatically become null and void, except that the parties may agree otherwise concerning the 60 foot strip in the unincorporated territory separating Area 1 from Area 2, as described and depicted in Exhibit D.

4. If the City fails to satisfy the requirements of Section III.A of this Agreement, or if the City is successfully challenged in court on its action as authorized in Agreement Section III.A, this Agreement shall automatically become null and void, excepting the obligations of Agreement Section II.B.

5. If Agreement Section III.A.1 is applicable and the City Council places the matter on the November 2008 ballot rather than adopting the initiative measure without alteration and the initiative does not pass, then this Agreement shall automatically become null and void, excepting the obligations of Agreement Section II.B.

6. If Agreement Section III.A.2 or III.A.3 is applicable, and Agreement Section III.A.1 is not, and if a majority of the voters of the City do not approve the ULL depicted in Exhibit D with the condition that it cannot be changed without a vote of the people until 2030, then this Agreement shall automatically become null and void, excepting the obligations of Agreement Section II.B.

7. Area 4 as described and depicted in Exhibit D (commonly known as "Clark Ranch West") is currently in an Agriculture, Watershed and Open Space land use designation. As a condition of this Agreement, the City will keep this area in open space, recreation, and/or wildlife conservation when the area is annexed to the City and will take all actions necessary to ensure that this property remains in open space, recreation and/or wildlife conservation.

**B. Sphere of Influence Amendments of the Subject Parcels**

Within ten days of execution of this Agreement, City shall amend its pending application for an amendment of its Sphere of Influence, which was filed with LAFCO in 2007, so that the application is consistent with this Agreement. City shall not pursue any applications with LAFCO for a Sphere of Influence amendment and/or annexation of any properties, other than the Panattoni Property as set forth in Agreement Section II.B, until the preconditions in Agreement Section II.A have been satisfied.

The parties recognize that any expansion of City's Sphere of Influence must be heard and approved by LAFCO. County agrees to provide written support of City's application to expand its Sphere of Influence to include the Subject Parcels described in Exhibits B and C but only if the voters of the City, or the City, as the case may be, first approves adoption of the ULL described in Exhibit D, with the condition that the approval occurred in such a manner that the approved ULL cannot be changed prior to 2030 except by the voters of the City. Otherwise, the County reserves the right to oppose including such parcels within the City's Sphere of Influence. This County obligation to support the City's application to expand its Sphere of Influence for the Subject Parcels is in addition to, and separate from the County's obligation to support any Sphere of Influence amendment necessary to complete the annexation of the Panattoni Property, as required by Agreement Section II.B.

**C. Annexation of the Subject Parcels**

The parties recognize that expansion of the City by annexation is a matter to be heard and approved by LAFCO. County agrees to provide written support of the City's application to LAFCO for annexation of the Subject Parcels described in Exhibits B and C only if the voters of the City, or the City, as the case may be, have first approved adoption of the ULL described in Exhibit D and further providing that the approval occurred in such a manner that the approved ULL cannot be changed prior to 2030 unless first approved by the voters of the City. Otherwise, the County reserves the right to oppose the annexation of the Subject Parcels. This obligation in support of the City's applications to annex the Subject Parcels is in addition to, and separate from, the obligation to support the annexation of the Panattoni Property as required by Agreement Section II.B.

It is further understood and agreed that nothing contained in this Agreement shall be construed as requiring the County to support annexations of parcels located within the ULL to the City or the inclusion of those parcels in the City's Sphere of Influence, other than the Subject Parcels and the Panattoni Property.

**D. Parties to Amend Their Respective General Plans**

1. ***County Requirements Following Voter Approval of the ULL Depicted in Exhibit D.*** The County will amend the Goals, Policies and implementing measures of all applicable maps, tables and diagrams of its General Plan to reflect the City adjusted ULL in a manner that is consistent with Exhibit D, concurrent with the completion of City's obligations described in Agreement Section III.A.

2. ***City Requirements if an Initiative Adopting the ULL Depicted in Exhibit D is successful.*** The City will amend the Goals, Policies and implementing measures of all applicable maps, tables and diagrams of its General Plan to reflect the City adjusted ULL in a manner that is consistent with Exhibit D, concurrent with the completion of City's obligations described in Agreement Section III.A.

**E. City Water Services to the Airport Industrial Specific Plan Area**

The City shall continue to provide water service to existing Outside Customers and, upon request, the City shall provide new or increased water service to all Outside Customers under the same terms and conditions under which the City provides water service to City Customers, as provided in Agreement Section II.A.2.a. The City shall provide all new City Customers and all new Outside Customers with water service under the conditions in Exhibit E, attached hereto and incorporated herein by this reference. Nothing in this Agreement shall limit or affect the rights of City water customers for parcels that are located outside the City's limits and the Airport Specific Plan area but within the City's Water Service Area.

**F. Property Tax Revenue Sharing Agreements**

1. Within 120 days of execution of this Agreement and as a condition of County's support of annexation of the Subject Parcels to City, the parties will enter into an agreement setting forth the method of sharing those incremental real property taxes (the "Tax Revenue Sharing Agreement") generated by the Subject Parcels subsequent to annexation of those parcels to the City. This Tax Revenue Sharing Agreement will become effective only upon annexation of the Subject Parcels to the City. The Tax Revenue Sharing Agreement shall provide that the City and County will each receive forty-seven and one-half percent (47.5%) of the property tax increment, with the American Canyon Fire Protection District, a subsidiary special district of the City receiving five percent (5%). The Agreement shall expressly provide that the City's proposed annexation of parcels within the voter approved ULL, other than the Subject Parcels and the Panattoni Property, are not subject to the Tax Revenue Sharing Agreement.

2. Within 120 days of execution of this Agreement and as a condition of County's support of annexation of the Panattoni Property to City, the parties will enter into a separate Tax Revenue Sharing Agreement setting forth the method of sharing those incremental real property taxes generated by the Panattoni Property subsequent to annexation of those parcels to the City. This Tax Revenue Sharing Agreement will become effective only upon annexation of the Panattoni Property to the City. The Tax Revenue Sharing Agreement shall provide that the City and County will each receive forty-seven and one-half percent (47.5%) of the property tax increment, with the American Canyon Fire Protection District, a subsidiary special district of the City receiving five percent (5%). The Agreement shall expressly provide that the City's proposed annexation of parcels within the approved ULL, other than the Subject Parcels and the Panattoni Property, are not subject to the Tax Revenue Sharing Agreement.

**G. Return of Tax Revenues**

1. Any party who violates one or more of the provisions contained in Agreement Section III.G.2. shall return to the other party the following incremental property tax revenues the offending party has received and will receive pursuant to the Tax Revenue Sharing

Agreements referenced in Agreement Section III.F.1 and III.F.2:

a. All such property tax revenues received for the four (4) fiscal years prior to the fiscal year in which the violation occurred; and

b. All such property tax revenues received for the fiscal year in which the violation occurred; and

c. All such property tax revenues received in all future fiscal years following the fiscal year in which the violation occurred (i.e. in perpetuity).

2. A violation of the Agreement triggering Agreement Section III.G shall be deemed to have occurred if any of the following occurs:

a. The ULL described and depicted in Exhibit D is changed on or before January 1, 2030, by the City, by the passage of an initiative measure placed on the ballot by the City, or by the passage of an initiative measure which resulted from a successful petition circulated by registered voters of the City which qualifies for the ballot.

b. The City files an application with LAFCO prior to January 1, 2030 seeking to expand the City's Sphere of Influence to include parcels outside the ULL described and depicted in Exhibit D.

c. The County fails to support the City's Sphere of Influence application and related annexation of the Subject Parcels in the manner and within the timeframes contemplated by this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to require any member of the County Board of Supervisors to vote in any certain manner when sitting as a Commissioner on LAFCO.

d. The City fails to provide a water service will-serve letter to any person or entity requesting such a letter in a manner that is consistent with the terms of this Agreement. If City fails to provide such a will-serve letter within 90 days after receiving a request for such a letter, and if a mutual agreement between the City and the property owner making the request to extend that 90 day period for up to an additional 180 days has not been executed within the original 90 day period, then it shall be conclusively presumed that the City has violated the requirement to provide water service will-serve letters upon request. This paragraph shall not apply if during that entire 90 day period the City has in effect a policy of refusing to provide water service to all new City Customers, and of refusing to provide increased levels of water to all existing City Customers, due to factors relating to water shortages encountered by the City. When said policy ceases to be applied, a requirement to provide the requested will-serve letters within the 90 day period following the termination of the policy shall automatically go into effect.

e. The City fails to provide water service to, or unlawfully discriminates against any Outside Customer in the provision of water services, or the City otherwise does not provide water service to any Outside Customer in a manner that is consistent with this Agreement. However, the amount of water service that the City is obligated to provide shall be subject to the City's Zero Water Footprint Methodology, provided the City applies this Zero

Water Footprint Methodology equally to City Customers and Outside Customers in a manner that does not result in conditions of approval that differ between similarly situated Outside Customers and City Customers. The list of Water Conditions that the City will impose on all parcels for which new water service is requested is attached to this Agreement as Exhibit E, and a copy of the Zero Water Footprint Methodology is attached to this Agreement as Exhibit F. The process for Outside Customers to appeal conditions imposed by the City as a result of implementing the Zero Water Footprint Methodology is described in Exhibit G to this Agreement. Exhibits E, F and G are incorporated herein by this reference and may only be changed upon mutual consent of the parties.

f. The City imposes a requirement that any future Outside Customer, other than the owner or owners of record of the Subject Parcels, must consent to, or waive objection to, annexation of his, her, or its parcel to the City as a condition of receiving water services from the City.

g. The County amends its Airport Specific Plan prior to 2030 to allow residential uses in the Airport Specific Plan area.

## **II. Development of Parcels**

As a precondition to the grant of final entitlements to any of the Subject Parcels or the Panattoni Property that are not challenged within the applicable statute of limitations, the party having land use authority over that parcel shall ensure that all of the following are accomplished conditions of approval, either through a development agreement or a reimbursement agreement:

1. Subject to any claims the County is obligated to perform related to the Montalcino Project (Napa County Use Permit #98177-UP and #P05-0220-MOD), traffic mitigation fees attributable to the Subject Parcels and the Panattoni Property that the County receives pursuant to its Airport Industrial Area Traffic Mitigation Program, to the extent those parcels are developed in the unincorporated area shall be placed in a restricted account, if not already appropriated and expended by the County. All such fees shall be placed in a segregated account by the County Auditor and may only be disbursed to construct improvements to and/or extend Devlin Road from Tower Road to Airpark Road, as depicted in Exhibit I (attached to this Agreement and incorporated herein by this reference), including the construction of a two lane bridge ("Bridge") including pedestrian and bike lanes across Fagan Creek. If any of the Subject Parcels or the Panattoni Property is annexed to the City prior to development same, then the City shall pay to the County the amount of fees the County would have collected under the Airport Industrial Area Traffic Mitigation Program had that parcel been developed in the unincorporated area. City's obligation to pay those fees shall be due and payable within ten days of (1) issuance of the building permit or (2) whenever development would have triggered payment of the traffic mitigation fee under the County's Airport Industrial Area Traffic Mitigation Program had the parcel been developed in the unincorporated area, whichever date is earlier. The fees shall be used by the County to offset costs to construct improvements to and/or extend Devlin Road as described in this Agreement, or to reimburse County for expenditures it may have previously made toward the design and construction of Devlin Road in the event development on these parcels lags any portion of the development of Devlin Road.

2. The County shall take appropriate steps to ensure that the Devlin Road and Bridge are completed prior to 2018. This shall include the design, acquisition of right-of-way and construction of the Devlin Road extension and Bridge (including pedestrian and bike lanes) over Fagan Creek.

3. Development of the Headwaters property shall be conditioned upon dedication of a secondary public access road to support the Airport. That access road shall at a minimum be a Type H Collector including two travel lanes, parallel parking, and consisting of 56 feet of public right-of-way in accordance with Napa County Road and Street Standards.

4. The parties further agree that in order to implement the provisions of Agreement Sections III.H.1, III.H.2 and III.H.3, the Public Works Directors of the City and the County shall annually report to their respective entities with respect to the generation of all traffic revenue within the affected area and their expenditures to accomplish the described improvements.

#### **PART IV. GENERAL PROVISIONS**

##### **A. Warranty of Legal Authority**

Each party warrants and covenants that it has the present legal authority to enter into this Agreement and to perform the acts required of it hereunder. If any party is found to lack the authority to perform the acts required of it hereunder or is prevented from performing the acts by a court of competent jurisdiction, then this Agreement shall be null and void.

##### **B. Assignment/Delegation**

Neither party hereto shall assign or transfer any benefit or obligation of this Agreement without the prior written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

##### **C. Severability**

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

##### **D. Waiver**

Any waiver (express or implied) by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach.

##### **E. Venue**

This Agreement shall be governed and construed in accordance with the laws of the State of California. Any claim, action, arbitration or other proceeding arising from this Agreement shall be initiated and conducted only in the County of Napa.

##### **F. Notices**

All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt

requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the addresses set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this Paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

***City of American Canyon:***  
City Manager  
300 Crawford Way  
American Canyon, California 94503

With copy to:  
City Attorney  
Law Offices of William Ross  
400 Lambert Street  
Palo Alto, California 94306

***County of Napa:***  
Napa County Executive Officer  
1195 Third Street, Suite 310  
Napa, CA 94559

With copy to:  
Napa County Counsel  
County of Napa  
1195 Third Street, Suite 301  
Napa, CA 94559

**G. Amendment**

This Agreement may only be amended in writing by an amendment authorized by the City Council and County Board of Supervisors, except as provided in Agreement Section IV.K below.

**H. Recitals Adopted**

The parties hereby agree to, and adopt, the Agreement recitals as portions of the Agreement.

**I. Termination for Cause**

Either party may terminate this Agreement for cause of non-performance. Such termination shall be based upon ninety (90) days notice given to the other party in the manner set forth in Agreement Section IV.F. Such notice shall also constitute a notice of default, which shall provide the defaulting party with an automatic right to cure the default within sixty (60) days.

**J. Joint Defense in Event of Third Party Challenges to the Agreement**

In the event of a third party challenge of any type to this Agreement, the parties agree to jointly

defend the validity and implementation of the Agreement.

**K. Extension of Dates by Mutual Agreement**

The dates provided for the performance of any of the terms of this Agreement may be changed and/or extended by mutual written agreement of the parties, the City acting through its City Manager and the County acting through its County Executive Officer.

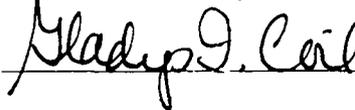
**L. Entire Agreement**

This document is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. This Agreement may be executed in two counterparts, each of which shall constitute an original.

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

COUNTY OF NAPA  
By:   
BRAD WAGENKNECHT,  
Chair of the Board

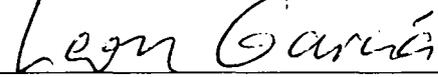
ATTEST: Gladys I. Coil  
Clerk of the Board of Supervisors

By: 

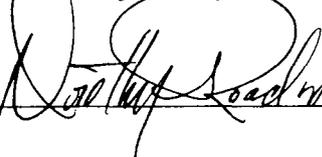
APPROVED AS TO FORM:  
ROBERT WESTMEYER, County Counsel

By: 

CITY OF AMERICAN CANYON

By:   
LEON GARCIA,  
Mayor

ATTEST: Dorothy Roadman  
American Canyon City Clerk

By: 

APPROVED AS TO FORM:  
WILLIAM D. ROSS, City Attorney

By: 

## EXHIBIT A

### Legal Description of Panattoni Parcel

Commencing at the southwest corner of the 0.504 acre parcel of land described in the Deed to the State of California, recorded January 27, 1949 in Book 301 at page 69 of Official Records of Napa County; thence along the western line of the lands of said State of California; northerly along a curve to the left, from a tangent that bears N 0°12'55.6"W having a radius of 9910 feet, through a central angle of 2°16'39.4" an arc distance of 393.94 feet; thence N02°29'35"W 16.21 feet to a point on the south line of a 0.16 acre parcel of land described in Exhibit "B" of the Grant Deed recorded at series number 1993-037831 in the office of the Napa County Recorder; thence N63°49'30"W along the south line of said parcel 31.32 feet; thence N84°18'26"W along said south line 35.36 feet; thence N02°26'14"W to the centerline of Kelly Road South as shown on Exhibit "B" as shown on the Grant Deed recorded at series number 1993-037831 in the office of the Napa County Recorder; thence S87°25'31"W along said centerline 28.33 feet to a curve concave to the south, having a radius of 250 feet; thence westerly and southerly along said curve through a central angle of 33°41'24" an arc length of 147.00 feet; thence S53°44'07"W 376.66 feet to the beginning of a curve concave to the northwest, having a radius of 1000.00 feet; thence southerly and westerly along said curve through a central angle of 12°48'50" an arc length of 223.64 feet; thence S66°32'57"W 117.18 feet to the eastern line of a 35.29 acre parcel of land described in Exhibit "A" of the Grant Deed recorded at series number 1993-037831 in the Office of the Napa County Recorder; thence S08°41'22"E along said eastern line 65.93 feet to the southeast corner of said parcel; thence S61°04'46"W along the southern line of said parcel, 36.24 feet; thence S8°35'53"E 115.44 feet to the beginning of a curve concave to the west having a radius of 1000.00 feet; thence southerly along said curve through a central angle of 13°38'08" an arc length of 237.99 feet; thence S05°02'15"W 494.58 feet to the beginning of a curve concave to the northwest having a radius of 475.00 feet; thence southerly along said curve through a central angle of 51°02'54" an arc length of 423.21 feet; thence S56°05'09"W 312.76 feet to the northeastern line of the Napa Valley Branch of the Southern Pacific Railroad and/or the San Francisco, Napa and Calistoga Railway; thence S27°45'25"E along the northeastern line of said railway 282.16 feet to the south line of the 397.75 acre tract of land described as Parcel One in the Deed to Louis Gonsalves, et ux, recorded July 13, 1944 in Book 211 at Page 476 of Official Records of Napa County; thence east along the south line of said 397.75 acre parcel of land to the southwestern corner of the parcel of land described in the Deed to Ray L. Welch, et ux, recorded December 7, 1953 in Book 428 at page 398 of Official Records of Napa County; thence along the western line of the land of said Welch, N00°36'30"E 582.14 feet to the southwestern corner of the 2.5 acre parcel of land described in the Deed to Arthur C. Pollard, et ux, recorded June 23, 1947 in Book 271 at page 168 of Official Records of Napa County; thence along the western line of the Land of Pollard, N28°36'W 124.4 feet and N17°04'E 302.3 feet to the southwestern corner of the 3.54 acre parcel of land described in the Deed to James K. Pendery, et ux, recorded November 13, 1947 in Book 278 at page 403 of Official Records of Napa County; thence along the western line of the lands of said Pendery N00°36'E 468.30 feet, more or less, to the southeastern corner of the 1 acre parcel of land described in the Deed to William Gonsalves, et ux, recorded November 13, 1961 in Book 640 at page 583 of Official Records of Napa County; thence along the southern line of the land of said Gonsalves, N89°24'W 208 feet to the southwestern corner thereof; thence along the western line of said land N00°36'E, 208 feet to the northwestern corner thereof; thence along the northern line of said land S89°24'E 208 feet to the northeastern corner thereof, said corner also being the northwestern corner of the land of James K. Pendery, above referred to; thence along the northern line of the land of said Pendery S89°24'E, 203.76 feet, more or less, to the point of beginning.

APN 057-090-076

Commencing at the southeasterly corner of the lands of the South Napa Waste Management Authority (S.N.W.M.A.) Exhibit "A" recorded November 19, 1993 as Instrument Number 1993-037831 in the office of the Napa County Recorder and shown on the Record of Survey of a portion of the lands of South Napa Waste Management Authority (S.N.W.M.A.) recorded February 25, 1997 in Book 31 of Surveys at Pages 8-10 in the office of the Napa County Recorder; thence South  $61^{\circ} 04' 46''$ , 36.24 feet to the TRUE POINT OF BEGINNING; thence from said true point of beginning South  $08^{\circ} 35' 53''$  East 115.44 feet to the beginning of a curve concave to the west having a radius of 1000.00 feet; thence southerly along said curve through a central angle of  $13^{\circ} 38' 08''$  an arc length of 237.99 feet; thence South  $05^{\circ} 02' 15''$  West 494.58 feet to the beginning of a curve concave to the northwest having a radius of 475.00 feet; thence southerly along said curve through a central angle of South  $51^{\circ} 02' 54''$  an arch length of 423.21 feet; thence South  $56^{\circ} 05' 09''$  West to the northeastern line of the Napa Valley Branch of the Southern Pacific Railroad and/or the San Francisco, Napa and Calistoga Railway; thence northwest along the northeastern line of the Napa Valley Branch of the Southern Pacific Railroad and/or the San Francisco, Napa and Calistoga Railway to the southerly corner of the said South Napa Waste Management Authority parcel; thence northeasterly along the southeasterly boundary of the South Napa Waste Management Authority to the TRUE POINT OF BEGINNING.

APN 057-090-075

**EXHIBIT B**

Legal Description of Headwaters Parcel

Beginning at the intersection of the south line of the land described in the Deed to the County of Napa recorded December 31, 1986 in Book 1489 at page 213 in the office of the Napa County Recorder and the southwest line of the Napa Valley Branch of the Southern Pacific Railroad and/or the San Francisco, Napa, and, Calistoga Railway; thence South 75°30'04"West along the south line of the said lands of Napa County 4509.24 feet to the southwest corner of said lands of Napa County, said corner also being a point on the western line of the Lands of Louis Gonsalves described as Parcel One in the deed to Louis Gonsalves, et ux, recorded July 13, 1944 in Book 211 at page 476 of official records of Napa County; thence southerly along the western line of said land to the southwestern corner thereof, thence east along the south line of said 397.75 acre parcel of land to the southwestern line said Railway; thence northwesterly along the southwestern line of said Railway to the Point of Beginning.

APN 057-090-069

## EXHIBIT C

### Legal Description of Atkins Parcel

Commencing at the Southeastern corner of the 140.04 acre tract of land described in the Deed to Steve O. Atkins, et al, recorded January 4, 1954, in book 430, Page 186 Official Records of Napa County, running thence South 87 degrees 54 minutes 30 seconds West, along the Southern line of said tract, 859.82 feet to the Northeastern Right of Way line of the Santa Rosa Branch of the Southern Pacific Railroad; thence North 68 degrees 44 minutes 48 seconds West, along said Northeastern line, 90.77 feet to the most Southerly corner of that certain 52.95 acre tract of land described in the Deed to County of Napa recorded August 16, 1956, in book 521 of Official Records at page 292; thence along the Easterly line of said 52.95 acre tract of land, North 21 degrees 38 minutes East 1919.15 feet to the most Northerly corner of said 52.95 acre tract; being a point in the Southern line of the Napa County Airport as described in the Judgment of Condemnation recorded April 12, 1944 in book 208, page 364, Official Records of Napa County; thence North 76 degrees 08 minutes 23 seconds East along said Southern line, 281.89 feet to the Northeastern corner of the 140.04 acre tract above referred to; thence South 1 degree 03 minutes 57 seconds West, along the Eastern line of said tract, 1859.55 feet to the point of commencement.

Excepting from said Parcel One an undivided 1/2 interest in and to all of the oil, gas and other minerals and mineral rights of whatsoever nature, as granted to Charles I. Joens, et ux, in Deed recorded March 17, 1967, in book 762 of Official Records, at page 759, Napa County Records.

APN 057-040-007

## EXHIBIT D

### Legal Description - Proposed Urban Limit Line for American Canyon, CA

#### AREA #1:

A portion of Township 4 North, Range 3, 4, and 5 West, Mount Diablo Base and Meridian (and also being shown on the attached plat entitled "Plat of Description - Proposed American Canyon, CA. Urban Limit Line" attached hereto, for illustrative purposes only, as EXHIBIT "D-1"), more particularly described as follows:

BEGINNING at a t-bar and tag stamped "R.C.E. 6250", marking the westernmost corner of Parcel B-1, as shown on the map entitled "Survey and Division of the Madigan Ranch in Napa County and Solano County, California", filed December 17, 1971 in Book 3 of Parcel Maps at Page 67-68 in the office of the County Recorder of Napa County, California, all further references to filing or recording being made to said Napa County Recorder unless otherwise stated for purposes of this description; said Point of Beginning being a point on the Napa - Solano County line; thence westerly along said Napa - Solano County line 9460± feet to the southwest corner of Parcel A as shown on the map entitled "Final Map of Napa Meadows Unit 8" filed July 27, 2000 in Book 22 of Record Maps at Page 10-15 in the office of the County Recorder of Napa County, California; thence northerly along the extended westerly line of Parcels A, C & B as shown on said "Final Map of Napa Meadows Unit 8" 1900± feet to the southeast corner of the lands known as "Napa Meadows Unit 7" as shown on the map entitled "Final Map of Napa Meadows Unit 7" filed October 26, 2000 in Book 22 of Record Maps at Page 27-33 in the office of the County Recorder of Napa County, California; thence westerly and northwesterly along the southerly and extended westerly lines of said "Napa Meadows Unit 7" to a t-bar and tag stamped "R.C.E. 6250" at the easterly terminus of a line labeled "N87°45'00"W 187.83'" marking a point on the easterly line of the lands of Pauline Burastero, et al, as shown on the map entitled "Record of Survey of the lands of American Canyon Sanitary Land Fill Co., Inc., and the lands of Pauline Burastero, et al" filed May 31, 1974 in Book 18 of Surveys at Page 71; thence westerly, northerly and westerly along the lines of said lands of Pauline Burastero, et al 9700± feet to a ¾" iron pipe stamped "R.C.E. 3389" marking the northwest corner thereof, said point being also the southwest corner of the 58.49 acre parcel of land described in the Judgment and Final Order of Condemnation filed February 15, 2006 and recorded as Document No. 2006-0005485; thence northerly and easterly along the lines of said 58.49 acre parcel of land 2016± feet to a ¾" iron pipe stamped "R.C.E. 11649" marking the southwest corner of Parcel 1 as shown on the map entitled "Parcel Map of the lands of Louis O. Wurz Jr., et al and Covenant Presbyterian Church of Napa" filed December 1, 1986 in Book 15 of Parcel Maps at Page 20; thence northerly along the westerly line of said Parcel 1, 2280± feet to the northwest corner thereof, said northwest corner being also the southwest corner of Parcel One as shown on the map entitled "Parcel Map of the Lands of Napa Mill Development Company..." filed October 12, 2006 in Book 25 of Parcel Maps at Page 29-32; thence northerly along the West line of said Parcel One 575± feet to the southerly right of way line of Green Island Road; thence westerly along said southerly right of way line of Green Island Road 1510± feet to the intersection with the extended westerly line of the lands of All Technical Engineering & Construction, Inc, as shown on the map entitled "Record of Survey of the lands of All Technical Engineering & Construction, Inc.", filed October 6, 1978 in Book 20 of Surveys at Page 88; thence northerly along the extended westerly line of said lands of All Technical Engineering & Construction, Inc. 1820± feet to the southerly line of the lands described in the Grant Deed filed October 11, 2005 and recorded as Document No. 2005-0041461; thence northwesterly and northeasterly along said lands 2010± feet to the northwest corner thereof; thence northeasterly along the northerly line of said lands 282± feet to the northeast corner thereof; thence southerly along the easterly line of said lands 545± feet to the northwest corner of the lands described in the Grant Deed filed September 7, 2006 and recorded as Document No. 2006-0031319; thence northeasterly along the northerly line of said lands 4510± feet to the northeastern corner thereof; said

corner being a point on the southwesterly right of way line of the Napa Valley Branch of the Southern Pacific Railroad right of way; thence southeasterly along said southwesterly right of way line 1510± feet to the intersection with the extended southerly line of the lands of S.N.W.M.A. as shown on the map entitled "Record of Survey of South Napa Waste Management Authority..." filed February 25, 1997 in Book 31 of Surveys at Page 8-10; thence northeasterly along said southerly line 1250± feet to the southerly right of way line of Kelly Road South, as shown on the same map entitled "Record of Survey of South Napa Waste Management Authority..."; thence northeasterly along said southerly right of way line 850± feet to the westerly right of way line of State Highway 29; thence southerly along said westerly right of way line 350± feet to the northeast corner of the lands described in the Grant Deed filed August 16, 2007 and recorded as Document No. 2006-0028706; thence westerly along the northerly line of said lands 225± feet to the northwestern corner thereof; said northwestern corner being also the northeastern corner of the lands described in the Grant Deed filed November 13, 1961 and recorded in Book 640 at Page 583; thence westerly along the northerly line of said lands 208± feet to the northwestern corner thereof; thence southerly 208± feet to the southwesterly corner thereof; thence easterly 208± feet to the southeasterly corner thereof, said southeasterly corner being also a point on the westerly line of the aforementioned lands described in the Grant Deed filed August 16, 2007 and recorded as Document No. 2006-0028706; thence southerly along said westerly line 468± feet to the southwestern corner thereof; thence easterly along the extended southerly line of said lands 380± feet to a point on the easterly right of way line of State Highway 29, said easterly right of way line of State Highway 29 being also the westerly line of Parcel C as shown on the map entitled "Parcel Map of the lands of Security Owners Corporation..." filed August 24, 1995 in Book 21 of Parcel Maps at Page 50-51; thence southerly along said westerly line of Parcel C 3460± feet to the southwestern corner thereof; thence easterly along the southerly line of said Parcel C 2500± feet to the southeastern corner thereof, said southeastern corner being also a point on the westerly line of Parcel One as described in the Corporation Grant Deed filed December 31, 1997 and recorded as Document No. 1997-031470; thence northerly along said westerly line 375± feet to the northwestern corner thereof; thence easterly along the northerly line of said Parcel One 1678± feet to the northeastern corner thereof; thence southerly along the extended easterly line of said Parcel One 3580± feet to a point on the northerly line of the lands of John D. & Lorraine D. Cantoni as shown on the map entitled "Record of Survey of the lands of John D. & Lorraine D. Cantoni" filed April 23, 1980 in Book 21 of Surveys at Page 69; thence leaving said northerly line 2200± feet to a nail and tag stamped "R.C.E. 15390" in a corner post at the northerly terminus of a line labeled "N40°13'46"E 2463.39'" on said map; thence southwesterly along the last mentioned line 1300± feet to the point of intersection with the northerly extension of the line labeled "N9°56'50"W 1007.63'" shown on the map entitled "Record of Survey of the lands of Amcan Land Holdings Inc..." filed February 18, 1999 in Book 32 of Surveys at Page 34; thence southerly along said extended line labeled "N9°56'50"W 1007.63'" 3460± feet to the southerly terminus thereof, said line terminus being also a point on the easterly line of Parcel One as described in the Grant Deed filed January 25, 2007 and recorded as Document No. 2007-0002762; thence southeasterly along said easterly line 2600± feet to a point on the southerly line of said Parcel One, said point being also the northwest corner of the lands of Palm, marked by a ½" rebar and tag stamped "L.S. 4510" as shown on the map entitled "Parcel Map of the lands of a portion of the lands of Mary C. Avilla" filed December 10, 1986 in Book 15 of Parcel Maps at Page 23-24; thence southerly along the extended westerly line of said lands of Palm 350± feet to the southerly right of way line of American Canyon Road; thence westerly along said southerly right of way line of American Canyon Road 170± feet to a t-bar and tag stamped "R.C.E. 6250", marking the northeastern corner of Parcel B, as shown on the map entitled "Survey and Division of the Madigan Ranch in Napa County and Solano County, California", filed December 17, 1971 in Book 3 of Parcel Maps at Page 67-68; thence southwesterly, northeasterly, southerly and southwesterly along the eastern line of said Parcel B 5100± feet to a t-bar and tag stamped "R.C.E. 6250", marking the westernmost corner of Parcel B-1 as shown on said map entitled "Survey and Division of the Madigan Ranch in Napa County and Solano County, California", said point being the TRUE POINT OF BEGINNING.

AREA #2 :

BEING that 62.779 acre parcel designated "American Canyon County Water District" as shown on the map entitled "Record of Survey of the lands of American Canyon Sanitary Land Fill Co., Inc., and the lands of Pauline Burastero, et al" filed May 31, 1974 in Book 18 of Surveys at Page 71 in the office of the County Recorder at Napa County, California.

AREA #4 :

A portion of the lands of Pauline Burastero, et al as the same is shown on the map entitled "Record of Survey of the lands of American Canyon Land Fill Co. ...and of the lands of Pauline Burastero, et al" filed May 31, 1974 in Book 18 of Surveys at Page 71 in the office of the Recorder of Napa County, California, more particularly described as follows:

BEGINNING at a ¾" iron pipe tagged "R.C.E. 3389" marking the northeast corner of the lands of Pauline Burastero, et al as shown on the map entitled "Record of Survey of the lands of American Canyon Land Fill Co. ...and of the lands of Pauline Burastero, et al" filed May 31, 1974 in Book 18 of Surveys at Page 71 in the office of the Recorder of Napa County, California; thence along the northerly line of said lands of Burastero N 89°14'40" W 1318.94 feet to an angle point on said northerly line; thence leaving said northerly line S 3°46'32" E 790.22 feet to a point on the northerly right of way line of Eucalyptus Drive; thence along said northerly right of way line of Eucalyptus Drive S 89°46'10" E 1365.83 feet to the intersection of the northerly right of way line of Eucalyptus Drive with the easterly line of said lands of Burastero; thence along the easterly line of the lands of Burastero N 7°16'00" W 782.90 feet to the POINT OF BEGINNING.

## EXHIBIT E

### Water Conditions To Be Imposed On All Parcels (City Customers and Outside Customers) For Which New Water Service is Requested

The City of American Canyon ("City") may impose the conditions listed below on new water services for Outside Customers by including these conditions in the "will-serve" letters that the City provides to such Outside Customers, but only if the City also imposes the same conditions on all new water services for parcels with similar uses within the City's limits. The County shall include these same conditions in all new land use development permits for parcels within the Airport Industrial Area Specific Plan area.

1. **City Capacity Fees and Conditions of Approval for Water Service.** Capacity Fees charged for parcels within the City's Water Service Area shall be established by the City and will be periodically reviewed and updated. Capacity Fees (also known as Connection Fees) will be uniform throughout the Water Service Area, regardless of whether the parcel to which the fee applies is inside or outside the City's Limits. The Capacity Fee and any conditions on new water service will be determined based on the Water Supply Report, which shall contain the analysis described in Part II.C. of Exhibit "F" of this Agreement, and which will be consistent with the City's Zero Water Footprint Policy, adopted by the City on October 23, 2007.

2. **Cost of Water Service.** The cost of new water service shall be imposed through the capacity fees in the City's Ordinance 2007-09 or through new capacity fees approved by the County and enacted in a new City ordinance. However, if the Water Supply Report finds, consistent with the City's Zero Water Footprint Policy (see Exhibit F), that the City will have to obtain additional water supplies to meet "dry year" shortfalls, then the cost of water to meet such "dry year" shortfalls will be the sole responsibility of the Applicant. In determining whether or not such "dry year" shortfalls will occur, the City shall include in the base supplies available to the City during "dry years" the new water supplies that have been or will be included in the calculations used to set the City's Capacity Fees and water rates. The City will conclude that "dry year" shortfalls will occur only if such base supplies will not be adequate to meet anticipated "dry year" demands. The City may not impose any costs on the Applicant under this section to reimburse the City for any capital or operating costs that have been or will be included in the calculations used to set the City's Capacity Fees or water rates. The City may impose the additional costs described in the preceding sentence on Outside Customers only if the City also imposes such additional costs uniformly on City Customers.

3. **Maximum Allowable Water Use.** Water received from the City for use on parcels within the Airport Industrial Area Specific Plan area and on parcels with similar uses within the City's limits shall be limited to an average of 650 gallons of water per day per acre (measured monthly), and Applicants for new or increased City water service for all such parcels shall be required to demonstrate to the City while the City is preparing the Water Supply Report for the Applicant the maximum extent to which the Applicant can further reduce its water consumption by applying the following best management practices:

- No Flow or Low Flow Fixtures. These Applicants shall be required to install no flow or low flow water fixtures, and to implement other reasonable water conservation measures that are described in the City's Water Conservation Guidelines adopted in the City's Resolution No. 2008-08 or in new City water conservation guidelines approved by the County and adopted in a new City ordinance or resolution.
- Drought Tolerant Landscape & Irrigation with Recycled Water. These Applicants shall be required to use only drought tolerant landscaping, and they may only irrigate landscaped areas with recycled water, when it is available.
- Purple Pipe. These Applicants shall be required to dual plumb their buildings and install "purple pipe" in all landscape areas in anticipation of the availability of recycled water and shall use the recycled water when available.
- These Applicants shall follow the water conservation methods that are described in the Water Conservation Guidelines adopted in the City's Resolution No. 2008-08 or in new City water conservation guidelines approved by the County and adopted in a new City ordinance or resolution.

The City may apply the provisions of this Paragraph 3 to Applicants for new or increased City water service for parcels within the Airport Industrial Area Specific Plan area only if the City also uniformly applies these provisions to all Applicants for new or increased City water service for parcels with similar uses within the City's limits.

4. **Water Offsets.** Applicants for City water service for parcels within the Airport Industrial Area Specific Plan area and for parcels with similar uses within the City's limits that wish to use more than an average of 650 gallons of water per day per acre (measured monthly) shall offset the proposed water use over 650 gallons per day per acre (measured monthly) through the use of one or more options that are made available by the City to the Applicants. These options include, but are not limited to, retrofitting of existing residences with low flow fixtures, purchase of otherwise developable land as permanent open space, or acquisition of other water supply resources as provided for by a water supply analysis that follows the Zero Water Footprint Methodology described in Exhibit F. The City shall make all such options available uniformly to Applicant for City water service for parcels within the Airport Industrial Area Specific Plan area and for parcels with similar uses within the City's limits, and that seek such offsets.

5. **Drought Restrictions.** To the extent permitted by law, the City may curtail or ration the use of water provided by the City below the limit of 650 gallons per day per acre (measured monthly) in dry years through the imposition of drought restrictions that are uniformly applied throughout the City's Water Service Area.

## EXHIBIT F

### Zero Water Footprint and Water Supply Report Methodology

#### I. PURPOSE

To implement the Zero Water Footprint Policy adopted by the City Council on October 23, 2007. In this policy, "Zero Water Footprint" is defined as:

"No loss in reliability or increase in water rates for existing water service customers due to requested increased demand for water within the City's Water Service Area."

#### II. PROCEDURES

- A) Initial Request.** Applicants for all projects requiring additional water supplies from the City of American Canyon, either inside City limits or in the City's Water Service Area but outside of City limits, shall complete a water supply worksheet estimating average and peak use for indoor and outdoor uses and provide the completed worksheet to the City's Engineering Division.
- B) Evaluation of Water Footprint.** The Engineering Division shall evaluate the water footprint of the project, using the water supply worksheet provided by the Applicant, to determine whether a Water Supply Report is required. A Water Supply Report will not be required if the project meets the adopted Zero Water Footprint definition. This can be accomplished by projects with no additional water demand or by projects which offset increased water demand by off-site conservation measures.
- C) Water Supply Report.** A Water Supply Report shall be prepared for all projects that do not meet the adopted Zero Water Footprint definition. The Water Supply Report shall be prepared by the City of American Canyon at the cost of the project applicant. The Water Supply Report shall be substantially in the form of the report approved in the City's Resolution No. 2008-02, or in a new form approved by the County and approved by the City in a new resolution and shall include the following analysis:
- 1) Water service request
    - a) Description of project
    - b) Water service request
      - (i) Average Daily Demand
      - (ii) Peak Day Demand
    - c) Conservation Measures Included in Project
  - 2) Consistency
    - a) Urban Water Management Plan
    - b) Recycled Water Facilities Plan
    - c) Water Conservation Implementation Guidelines
  - 3) Water footprint
    - a) Zero Water Footprint Definition
    - b) Project's impact on reliability
    - c) Project's impact on rates

- d) Project's water footprint
- 4) Project's contribution
  - a) Capacity fee
  - b) Reimbursable improvements
- 5) Capital program status
  - a) Summary
  - b) System planning status
  - c) Water supply
    - (i) Water supply implementation status
    - (ii) Water supply alternatives
  - d) Water treatment
    - (i) Water treatment implementation status
    - (ii) Water treatment alternatives
  - e) Water storage, transmission, and distribution status
  - f) Water capital program financial status
- 6) Vineyards analysis
  - a) Vineyards decision
  - b) Facts with respect to solutions to water supply problems
  - c) Water supply over the life of the project
  - d) Impacts of likely future water sources
  - e) Possible replacement sources and their impacts
- 7) Recommended mitigations
  - a) Long term water mitigations
  - b) Short term water mitigations
- 8) Opportunities to reduce project's water footprint
  - a) On-site conservation opportunities
  - b) Off-site conservation opportunities

**D) Applicant Review of Water Supply Report.** The Water Supply Report, once approved by the City, will be furnished to the project applicant. If the applicant elects to revise the project to reduce the water footprint, the Water Supply Report may be revised at the applicant's cost.

**E) Water Will Serve Letter.** Water will-serve letters are required for projects outside of the Napa Valley Gateway project limits that are requesting increased water services from the City. The Napa Valley Gateway project is subject to the terms and conditions of a will-serve letter for the entire project agreed upon between the City of American Canyon and Charles Slutzkin of Napa Valley Gateway Limited in a will-serve letter agreement dated December 13, 2002. So long as the terms and conditions of that will-serve letter agreement are complied with, developments of parcels within the Napa Valley Gateway project limits will not require any Water Supply Report or additional will-serve letters.

## EXHIBIT G

### Appeal Procedure: Zero Water Footprint Methodology

1. **Grounds for Appeal- Conditions of Approval.** If the water service application is for a parcel outside the City's limits, then the City shall, within 30 days of receipt of such application, provide to the Applicant and the County any conditions of approval that the City proposes to impose on the parcel at least 90 days before imposing the conditions of approval.

Conditions of approval that result from the Water Supply Report and that the City proposes to include in a water service will-serve letter that will be issued by the City for a parcel outside of the City's limits may be appealed by an Applicant under the process described in Section 3 below.

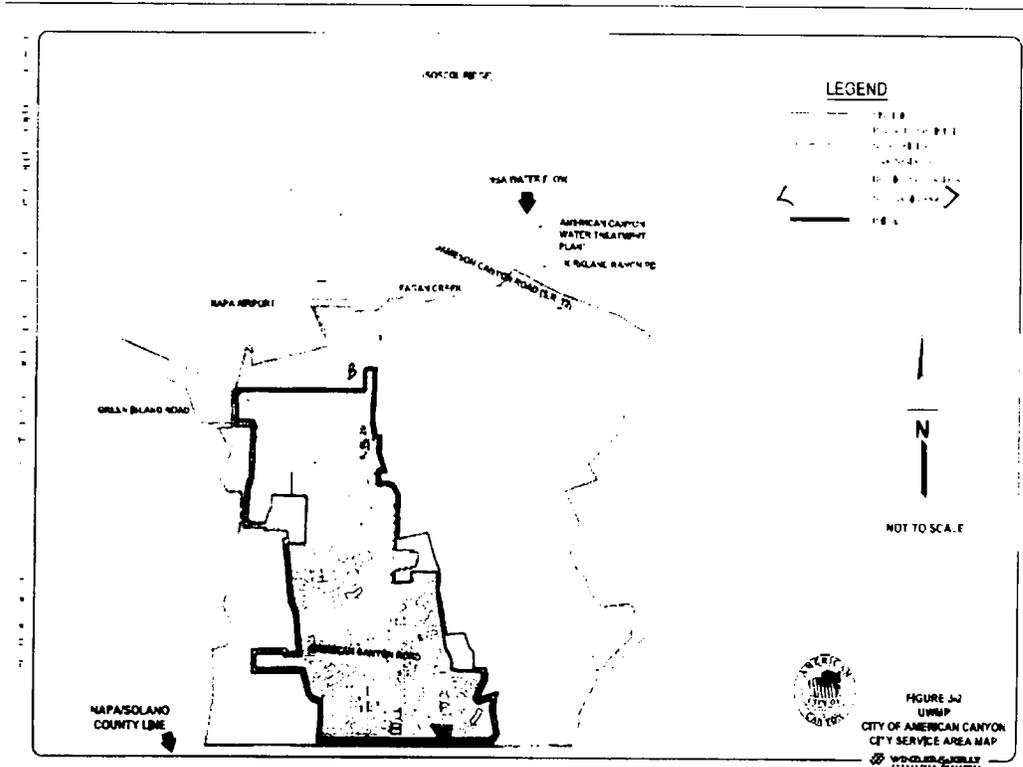
2. **Exceptions:** An appeal may not challenge water rates imposed by the City that are consistent with *Hansen v. City of San Buenaventura* (1986) 42 Cal.3d 1172, and the City's Ordinance 2007-13. An appeal also may not challenge Capacity Fees that are set pursuant to the City's Ordinance 2007-09, or new capacity fees approved by the County and enacted in a new City ordinance.

3. **Appeal Process and Appeal Panel.** An appeal of water service conditions of approval that the City proposes for a parcel outside the City's limits may be filed within ninety (90) days after the proposed conditions are forwarded to the Applicant and the County for inclusion in a development permit. The appeal will be heard by the panel described in the following paragraph, and this panel will determine whether any of the conditions under appeal is inconsistent with any provision of this Agreement.

The Appeal Panel will be made up of one member selected by the County Executive Officer, one member selected by the City Manager and one member selected by the two appointed members. If the two appointed members cannot agree on the third member, the name of each candidate shall be placed in a hat to be drawn for selection. The decision of the Appeal Panel will be final, but subject to judicial review pursuant to Code of Civil Procedure section 1094.5. The reasonable cost of the Appeal Panel shall be borne by the Applicant.

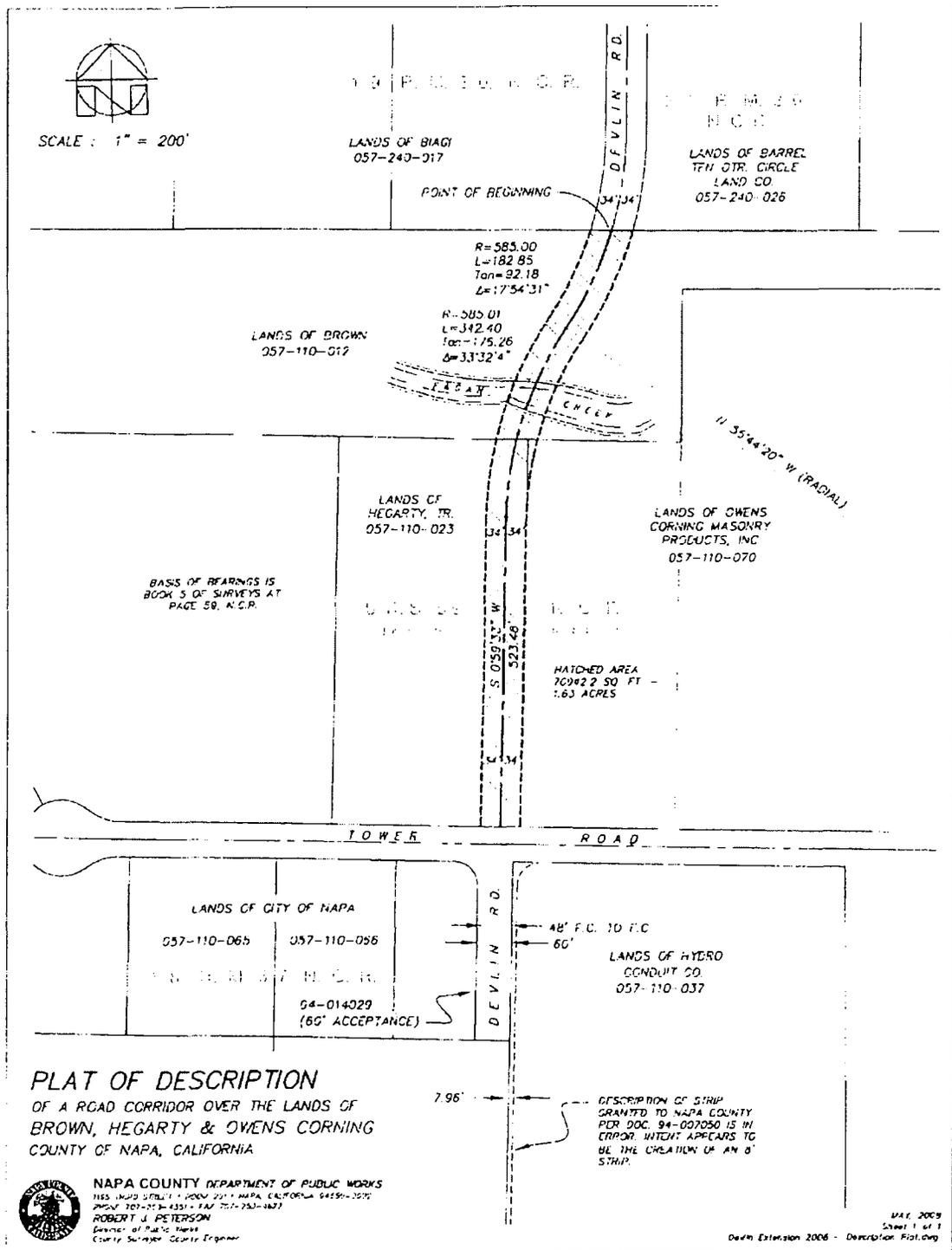
**EXHIBIT H**

City's Water Service Area



# EXHIBIT I

## Devlin Road Extension



Being a portion of that parcel of land conveyed to the Brown Trust by deed filed November 4, 1987 and recorded in Book 1547 of Official Records at Page 932 in the office of the Recorder of Napa County, California; being also a portion of Parcel "B" as shown on the Record of Survey filed February 24, 1960 and recorded in Book 5 of Surveys at Page 59 in the office of the Recorder of Napa County, California, and also shown on the "Plat of Description" attached hereto and made a part hereof by reference; more particularly described as follows:

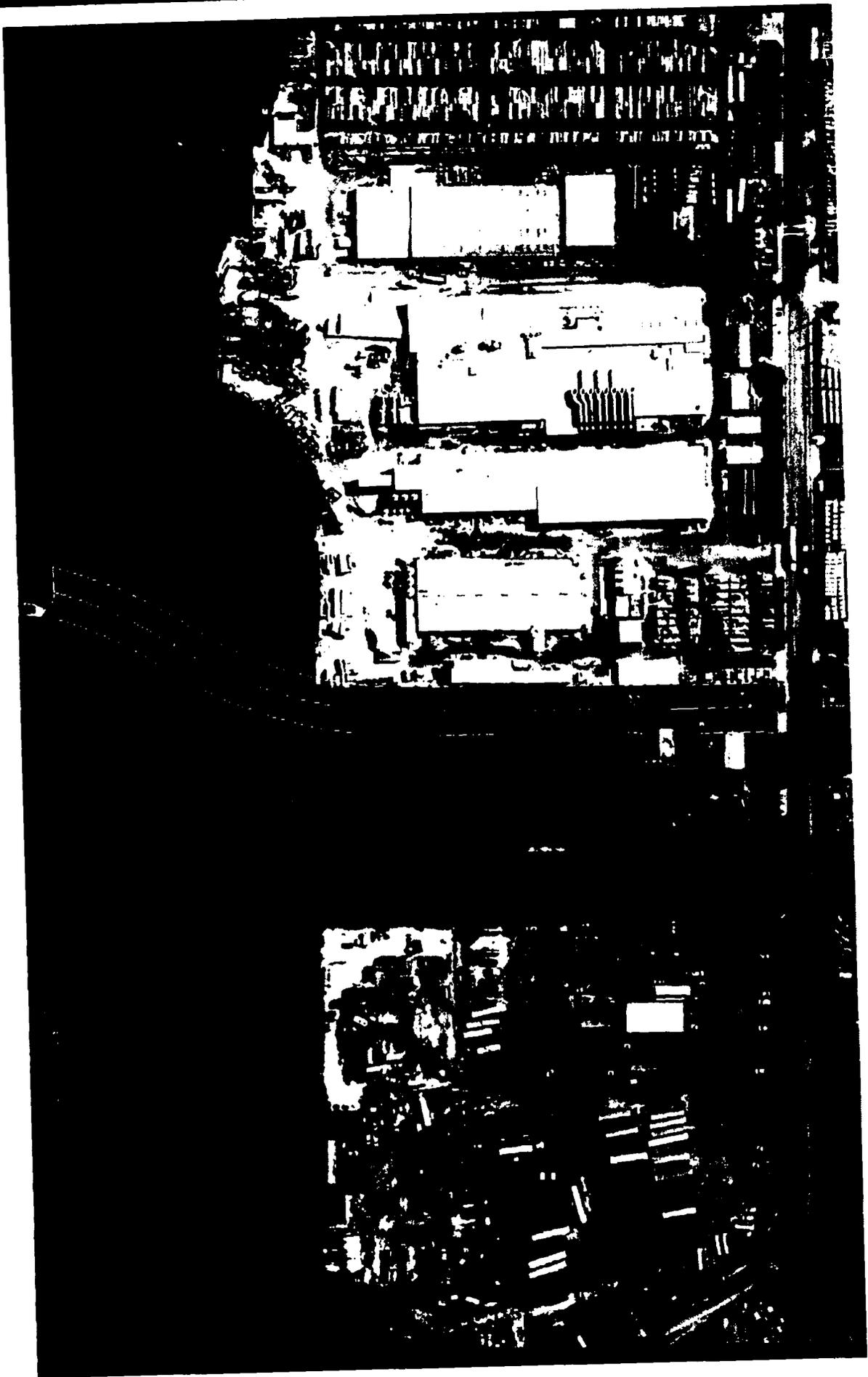
A STRIP OF LAND, 68 feet wide, the centerline of which is described as follows:

BEGINNING at a point on the northerly line of the aforementioned lands of Brown, said point being also the southerly terminus of the centerline of "Devlin Road", as shown on the Final Map filed February 19, 1999 and recorded in Book 21 of Record Maps at Page 30 - 33 in the office of the Recorder of Napa County, California; said point being also a point on a compound curve concave to the northwest having a radius of 585.00; thence southerly 182.85 feet along said curve through a central angle of  $17^{\circ}54'31''$  to the beginning of a reverse curve concave to the southeast having a radius of 585.00 feet and to which beginning a radial line bears  $N 55^{\circ}44'20'' W$ ; thence southerly 342.40 feet through a central angle of  $33^{\circ}32'04''$ ; thence leaving said curve along a line parallel to and 34 feet westerly of the easterly line of Parcel "B" as shown on the aforementioned Record of Survey filed February 24, 1960 and recorded in Book 5 of Surveys at Page 59 in the office of the Recorder of Napa County, California,  $S 00^{\circ}59'33'' W$  523.46 feet more or less to the northerly right of way line of Tower Road.

The sidelines of the above described 68 foot strip to be extended or shortened to terminate at the northerly line of that parcel of land conveyed to the Brown Trust by deed filed November 4, 1987 and recorded in Book 1547 of Official Records at Page 932 in the office of the Recorder of Napa County, California, and the northerly right of way line of Tower Road.

A portion of Napa County Assessor's Parcel Numbers 057-110-012, 023 & 070

Containing 70942 square feet or 1.63 Acres, more or less.



## EXHIBIT LIST

<b><u>EXHIBIT A</u></b>	Legal Description of Panattoni Parcel
<b><u>EXHIBIT B</u></b>	Legal Description of Headwaters Parcel
<b><u>EXHIBIT C</u></b>	Legal Description of Atkins Parcel
<b><u>EXHIBIT D</u></b>	Legal Description - Proposed Urban Limit Line for American Canyon, CA
<b><u>EXHIBIT E</u></b>	Water Conditions To Be Imposed On All Parcels (City Customers and Outside Customers) For Which New Water Service is Requested
<b><u>EXHIBIT F</u></b>	Zero Water Footprint and Water Supply Report Methodology
<b><u>EXHIBIT G</u></b>	Appeal Procedure: Zero Water Footprint Methodology
<b><u>EXHIBIT H</u></b>	City's Water Service Area
<b><u>EXHIBIT I</u></b>	Devlin Road Extension

## RESOLUTION 2008 -106

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF AMERICAN CANYON, ACCEPTING THE NAPA COUNTY CLERK'S  
CERTIFICATION OF CITY URBAN LIMIT LINE  
AND PREZONING ACT INITIATIVE.**

**WHEREAS**, On July 15, 2008, Proponents submitted to the Office of the City Clerk petitions for a proposed measure for the City of American Canyon City Urban Limit Line and Prezoning Act; and

**WHEREAS**, after a prima facie review of the petitions for required number of signatures, and a legal review by the City Attorney of the format of the petitions, the Office of the City Clerk determined that the petitions were sufficient to the extent to be forwarded for further review by the Napa County Elections Division to verify the number of registered voters; and

**WHEREAS**, the Napa County Elections Division completed the certification of the Initiative Petition on July 18, 2008 using a random sample verification process authorized by the California Election Code, and based upon the results of the random sample, the petition was deemed qualified and could be considered for further action by the American Canyon City Council at their regular meeting on August 5, 2008.

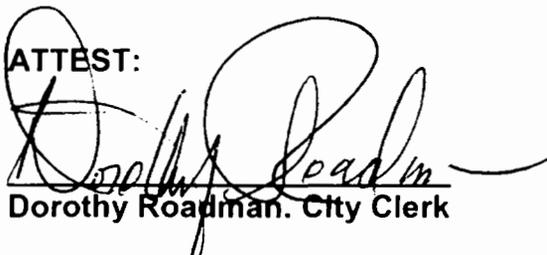
**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of American Canyon hereby accepts the certification by the Napa County Clerk, of the Initiative Petition submitted on Wednesday, July 16, 2008, a copy of which certificate is attached hereto as Exhibit A.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of American Canyon at a regular meeting held on the 5th day of August, 2008 by the following votes:

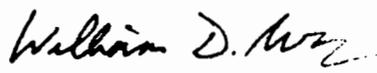
<b>AYES:</b>	Garcia, Coffey, Bennett, Callison, West
<b>NOES:</b>	None
<b>ABSTAIN:</b>	None
<b>ABSENT:</b>	None

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

**ATTEST:**

  
\_\_\_\_\_  
Dorothy Roadman, City Clerk

**APPROVED AS TO FORM:**

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

**CLERKS CERTIFICATE TO REFERENDUM PETITION**

I John Tuteur, Registrar of Voters of the County of Napa, State of California, hereby certify:  
that the City of American Canyon Urban Limit Line and Rezoning Act Initiative Petition was  
transmitted to this office on July 16, 2008.

That each section contains signatures purporting to be the signatures of qualified electors of  
the City of American Canyon.

That attached to this petition at the time it was filed was an affidavit of the person who  
solicited the signatures, and also containing the dates between which the purported  
qualified electors signed this petition;

That the affiant stated his or her own qualifications, that he or she had solicited the  
signatures upon that section, that all of the signatures were made in his or her presence and  
that to the best of his or her knowledge and belief each signature to that section was the  
genuine signature of the person;

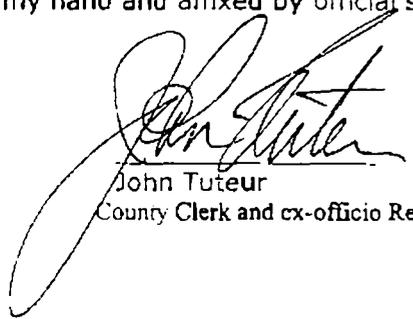
That upon the request of the City Clerk of the City of American Canyon, with whom the  
proponent filed this petition, we tabulated the number of valid signatures by examining the  
records of registration in the City of American Canyon, current and in effect at the  
respective dates of such signing, to determine what number of qualified electors signed the  
petition, and from that examination it has been determined;

1. Number of sections	66
2. Number of unverified signatures filed (raw count)	1864
3. Number of signatures verified	500
a. Number of signatures found <b>sufficient</b>	424
b. Number of signatures found <b>not sufficient</b>	76
c. Number of duplicate signatures	1

**USING THE GUIDELINES SET FORTH BY THE CALIFORNIA SECRETARY OF STATE FOR  
CALCULATING SUFFICIENT SIGNATURES WHEN USING A RANDOM SAMPLE, I HAVE  
DETERMINED THAT THE PETITION HAS SUFFICIENT SIGNATURES TO QUALIFY FOR FURTHER  
ACTION BY THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON PURSUANT TO THE  
CALIFORNIA ELECTION CODE**

In witness whereof, I have hereunto set my hand and affixed by official seal this day of  
18 July, 2008.

(seal)

  
John Tuteur  
County Clerk and ex-officio Registrar of Voters

## INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

The City Attorney of American Canyon has prepared the following title and summary of the chief purpose and points of the proposed measure:

### CITY OF AMERICAN CANYON CITY URBAN LIMIT LINE AND PREZONING ACT

The proposed initiative would establish a City Urban Limit Line for the City of American Canyon to guide future growth and development in a manner consistent with the City of American Canyon General Plan, and prezone certain lands within the City of American Canyon ("City") Urban Limit Line which are not already within the City's boundaries. The measure would do this by amending both the City General Plan and the City Zoning Ordinance. The proposed initiative would, by amending the City General Plan: (1) create a City Urban Limit Line around the entire City; (2) revise multiple figures in the General Plan to reflect the City Urban Limit Line; and add text about the City Urban Limit Line to the General Plan. The proposed initiative would amend the City's existing Zoning Map to prezone specific areas outside the City limits, but within the City Urban Limit Line. "Prezoning" is a method to establish zoning for unincorporated territory the City wishes to annex. The proposed initiative would also expand the area known as the Town Center project by amending figures and text contained in the City General Plan. The proposed initiative would also amend the City Zoning Ordinance with respect to the Town Center District and create a new zoning district entitled "Special Study Zone District." The City Urban Limit Line established by the proposed measure could only be changed by a subsequent vote of the voters of the City at a City election and would remain in effect until January 1, 2030.

To the Honorable City Council of the City of American Canyon:

We, the signers of this petition, registered and qualified voters and residents of the City of American Canyon, comprising not less than 10 per cent of the registered voters of the city, hereby propose a measure as set forth herein and request that the proposed measure be submitted to a vote of the people at the earliest regular or special election for which this petition qualifies pursuant to the California Elections code. The text of the proposed measure, and accompanying exhibits, are set forth below and on subsequent pages.

The People of the City of American Canyon do ordain as follows:

### CITY OF AMERICAN CANYON CITY URBAN LIMIT LINE AND PREZONING ACT

#### SECTION 1. Title.

This measure shall be known and may be cited as the City of American Canyon City Urban Limit Line and Prezoning Act or the "Act."

#### SECTION 2. Findings and Purposes.

The people of the City of American Canyon ("City") hereby make the following findings and declare that their purpose in enacting this Act is as follows:

- (a) The City must plan for its future to protect the quality of life enjoyed by its residents.
- (b) To guide future growth and development in the manner consistent with the City's General Plan, the people of American Canyon should establish an urban limit line. Establishment of an urban limit line will help preserve agriculture, open space, prevent urban sprawl and help implement the planned development of the City.
- (c) Establishment of an urban limit line will foster sustainable growth and allow the residents of American Canyon to control the future growth of the City and implement a vision that provides a balance between housing and jobs.
- (d) This Act establishes the City Urban Limit Line ("City Urban Limit Line") to guide future growth and development in the City.
- (e) This Act will facilitate development of the expanded Town Center project by amending the City's General Plan Map and Zoning Ordinance. The Town Center project will provide the residents of the City with significant community benefits.
- (f) The prezoning of lands designated by the Act is a necessary first step so that the City may proceed to annex these lands. The prezoning of these lands is important as it will allow the City to direct growth and development into an area where there is agreement that such growth should occur.
- (g) The City Urban Limit Line and prezoning established by this Act are consistent with the goals and policies of the City's General Plan and Zoning Ordinance.
- (h) The City Urban Limit Line cannot be changed without a vote of the voters of the City at a subsequent City election.
- (i) Establishment of the City Urban Limit Line and the prezoning of lands designated by the Act will give the residents of the City control over their future.
- (j) For all of the foregoing reasons, this Act serves the public health, safety and welfare of the City.

**CITY OF AMERICAN CANYON CITY URBAN LIMIT LINE AND PREZONING ACT**  
**SECTION 1. Title.**

This measure shall be known and may be cited as the City of American Canyon City Urban Limit Line and Prezoning Act or the "Act."

**SECTION 2. Findings and Purposes.**

The people of the City of American Canyon ("City") hereby make the following findings and declare that their purpose in enacting this Act is as follows:

(a) The City must plan for its future to protect the quality of life enjoyed by its residents.

(b) To guide future growth and development in the manner consistent with the City's General Plan, the people of American Canyon should establish an urban limit line. Establishment of an urban limit line will help preserve agriculture, open space, prevent urban sprawl and help implement the planned development of the City.

(c) Establishment of an urban limit line will foster sustainable growth and allow the residents of American Canyon to control the future growth of the City and implement a vision that provides a balance between housing and jobs.

(d) This Act establishes the City Urban Limit Line ("City Urban Limit Line") to guide future growth and development in the City.

(e) This Act will facilitate development of the expanded Town Center project by amending the City's General Plan Map and Zoning Ordinance. The Town Center project will provide the residents of the City with significant community benefits.

(f) The prezoning of lands designated by the Act is a necessary first step so that the City may proceed to annex these lands. The prezoning of these lands is important as it will allow the City to direct growth and development into an area where there is agreement that such growth should occur.

(g) The City Urban Limit Line and prezoning established by this Act are consistent with the goals and policies of the City's General Plan and Zoning Ordinance.

(h) The City Urban Limit Line cannot be changed without a vote of the voters of the City at a subsequent City election.

(i) Establishment of the City Urban Limit Line and the prezoning of lands designated by the Act will give the residents of the City control over their future.

(j) For all of the foregoing reasons, this Act serves the public health, safety and welfare of the City.

**SECTION 3. City of American Canyon General Plan Amendments.**

The City of American Canyon General Plan is amended as follows:

(a) Figure 3 (Planning Area) at page ix of the Introduction is hereby amended to establish the City Urban Limit Line as shown on Exhibit 1, attached hereto and incorporated herein by reference and as more particularly described in Exhibit 2, attached hereto and incorporated herein by reference.

(b) Policy 1.1.1 (Land Use Schedule—Mixed Use, Town Center (TC)) at page 1-9 of the Land Use Element is hereby amended as follows:

<b>MIXED USE</b>		
<b>Town Center (TC)</b>	<p>Government and community services, retail commercial, professional offices, entertainment, restaurants, cultural facilities (museums, libraries, etc.), visitor-serving facilities (hotels, information centers), <u>event/conference center, wineries, transit, parking, multi-family dwelling units (either vertically integrated with commercial uses or free standing structures), variety of housing types including single family attached and detached, townhouses, condominiums, mixed-use and apartments</u> and public park and school and other amenities.</p> <p><del>Minimum development shall include a mix of these uses, including housing and a public park/square.</del></p>	<p><del>Nonresidential uses: FAR of 0.5</del></p> <p><del>Mixed use structure: FAR of 1.5, with a maximum of 0.5 of commercial portion</del></p> <p><del>Residential: 16 to 20 units per gross acre</del></p> <p><u>Residential densities and intensities of non-residential development shall be determined through subsequent specific plan(s)</u></p>

(c) Figure 1-1 (Land Use Plan) at page 1-13 of the Land Use Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 3A. Figure 1-1 (Land Use Plan) at page 1-13 is also hereby amended to show the extension of the Town Center Land Use Category, the application of the Special Study Land Use Category to land east of the Town Center and the location of a public school site. This amendment to Figure 1-1 is shown on Exhibit 3B, attached hereto and incorporated herein by reference.

(d) The "Multi-Family Residential Design Principles" at pages 1-19 and 1-20 of the Land Use Element are deleted in their entirety.

(e) Objective 1.19 at page 1-34 of the Land Use Element is hereby amended as follows:

Provide for the development of a Town Center that physically and functionally serves as the symbolic and identifiable focus of community activities and events ~~activity and identity~~ for the City of American Canyon and which is a regional destination within acts as an entry to Napa Valley. and is linked with adjacent land uses. ~~The Town Center shall have two principal land use areas: (a) Town Center Core Area, and (b) Town Center Residential Neighborhoods. The Town Center Core Area shall mean the area around the basalt industrial ruins which will be developed with the land uses described in Policy 1.19.2 below to create a true "downtown" for American Canyon. The Town Center Residential Neighborhoods shall mean the residential areas portion of Town Center that surrounds the Town Center Core Area, which shall be developed with the land uses described in 1.19.4 below.~~

(f) Policies 1.19.1 through 1.19.11 at pages 1-34 and 1-36 of the Land Use Element and the "Town Center Design Principles at page 1-35 are hereby deleted in their entirety and are replaced with new Policies 1.19.1 through 1.19.14 as follows:

*Permitted Uses*

~~1.19.1 Accommodate the development of a diversity of uses that function as the "downtown" for American Canyon including, but not limited to, governmental offices, professional offices, retail commercial, hotel/motel, community services, entertainment, restaurant, community auditorium, public meeting rooms, cultural facilities (museums, libraries, theater, etc.), community and visitor information centers, and similar uses in areas designated as "Town Center (TC)" on the Land Use Plan Map (Figure 1-1).~~

~~1.19.2 Promote the development of mixed use structures that accommodate housing above lower level retail, office, or other commercial uses.~~

~~1.19.3 Require the inclusion of a plaza or square, which functions as a "stage" for public events and festivals, and casual pedestrian activity and allow for the inclusion of other public amenities.~~

*Density (as determined by the portion of the total site on which the use is located)*

~~1.19.4 Accommodate the development of commercial uses at a maximum density of a floor area ratio of 0.5 and a height of three (3) stories.~~

~~1.19.5 Accommodate the development of mixed use structures, vertically integrating housing with commercial, at a maximum density of a floor area ratio of 1.5 provided that a minimum FAR of 0.25 and a maximum of 0.5 is developed for commercial use, and height of four (4) stories.~~

~~1.19.6 Accommodate the development of free standing multi family dwellings in accordance with Policies 1.8.2 and 1.8.3.~~

*Design and Development Principles*

~~1.19.7 Require that a Master or Specific Plan be submitted prior to individual project approval that provides for the cohesive and integrated development of the Town Center in accordance with the principles and standards stipulated herein.~~

~~1.19.8 Require that commercial and mixed use buildings be sited and designed to establish a unified pedestrian oriented "village" environment considering the following (in addition to the principles defined by Policies 1.18.1-1.18.2);~~

~~a. sitting of a portion of the buildings in proximity to the principal access street and other appropriate streets, establishing a "Main Street" character, with parking located to the rear of the structures;~~

~~b. inclusion of a major "public square" as a gathering place for public activity (musical groups, concerts, plays, and other spontaneous or programmed community events) and highly visible and accessible public meeting facilities;~~

~~c. incorporation of uses in the first floor along the street frontage that stimulate pedestrian activity; limiting professional offices, data computing, and other similar uses to the rear or above the first floor; and~~

~~d. assurance that the front setbacks are visually and physically accessible to pedestrians, except as may be required for security.~~

~~1.19.9 Require that free standing multi family dwelling units be designed to convey a high quality image in accordance with Policy 1.8.4~~

~~1.19.10~~ ~~Require that mixed-use structures be designed to mitigate potential conflicts between the commercial and residential uses (e.g. noise, lighting, security, and truck and automobile access) and provide adequate amenities for residential occupants.~~

~~1.19.11~~ ~~Require the implementation of public streetscape improvements that uniquely identify the Town Center, including elements such as landscape, street furniture, signage, and pedestrian-sealed lighting.~~

Permitted Uses

1.19.1 Ensure that the Town Center shall have two principal land use areas: (a) Town Center Core Area, and (b) Town Center Residential Neighborhoods.

1.19.2 Require that the Town Center Core Area will be the “downtown” for the City of American Canyon, centered around the basalt industrial ruins and quarry lake, including:

a. a rich diversity of land uses which may include government and community services, retail commercial, professional offices, entertainment, restaurants, cultural facilities (museums, libraries, etc.), visitor-serving facilities (hotels, information centers), event center/conference center, wineries, transit, parking, variety of housing types including single family attached and detached, townhouses, condominiums, mixed-use and apartments and public park and other amenities;

b. a plaza or “town square” to facilitate community gatherings and events.

1.19.3 Require that the Town Center Core Area is surrounded by the Town Center Residential Neighborhoods in order to satisfy the City’s need for housing and to support the economic vitality of the commercial uses within the Town Center Core Area.

1.19.4 Provide for a broad range of housing types within the Town Center Residential Neighborhoods, including single family detached, attached single family, townhouses, condominiums, and apartments.

1.19.5 Require that the Town Center Residential Neighborhoods provide sites for a public park and a public school, with the size of facilities corresponding to the future population of the Town Center and which may allow community facilities that support residences.

1.19.6 Provide for the extension of Newell Drive, which will define the eastern boundary the Town Center, connecting with Highway 29 in the vicinity of Green Island Road and for the extension of South Napa Junction Road from Highway 29 to Newell Drive.

1.19.7 Determine the location of land uses within the Town Center through the subsequent approval of one or more Specific Plans.

Density and Intensity

1.19.8 Determine the range of residential densities allowed through the subsequent approval of one or more Specific Plans, with the guiding principle that, in general, densities will be highest around the Town Center Core Area with decreasing density further away.

1.19.9 Determine the range of intensities of non-residential uses, as measured in building height and/or floor area ratio, through the subsequent approval of one or more Specific Plans, with the guiding principle that in general, intensity will be highest around the Town Center Core Area with decreasing intensity further away.

Design and Development Principles

1.19.10 Provide for unified design standards and a cohesive development through the adoption of one or more Specific Plans for the Town Center.

1.19.11 Ensure that the Town Center is a sustainable, “green” development through the implementation of such features as:

a. use of recycled water for landscape irrigation

- b. use of drought tolerant vegetation
- c. energy efficient buildings
- d. pedestrian and bicycle circulation system
- e. mix of land uses which reduce travel

1.19.12 Require that the Town Center Core Area provide a pedestrian-oriented, "village" environment, including a plaza or town square as a gathering place for community activities.

1.19.13 Require the implementation of public streetscape improvements that uniquely identify the Town Center, including elements such as landscape, street furniture, signage, and lighting; public street sections may vary from citywide standards in order to create this unique identity.

1.19.14 Require that development of Town Center incorporate the natural and cultural resources on site including:

a. preserving portions of the basalt industrial ruins and incorporating them into the commercial and public activities, to the extent it is economically viable;

b. preserving the quarry lake as a future public park site, for the benefit of both Town Center residents and the residents of the City as a whole.

(g) The "Special Study Zone" section at page 1-42 of the Land Use Element is hereby amended as follows:

***SPECIAL STUDY ZONE***

**Goal**

**1L Provide flexibility for the study and potential development of additional lands between Newell Drive and the City Urban Limit Line, which will provide a transition from urban development on the west side of Newell Drive and the long-term agricultural and open space lands to the east. ~~immediately adjacent to the City boundaries to ensure adequate lands are available for urban growth.~~**

**Objective**

1.25 Designate certain parcels as "special study" areas that may be needed for future urban growth, but for which appropriate land use designations have yet to be determined.

**Policies**

***Permitted Uses***

1.25.1 Allow for the development interim uses of as open space and agriculture at uses in the interim in accordance with Policies 1.6.1 through 1.6.9 in areas designated as "Special Study (SS)" on the Land Use Plan Map (Figure 1-1).

***General***

1.25.2 Conduct a planning study to determine the appropriate long term use and development of areas designated for Special Study when market demand and City priorities so determine, subject to public input and comment, which may encompasses a revision of the General Plan Land Use Plan Map and pertinent goals, objectives, and policies and environmental review in accordance with the requirements of the California Environmental Quality Act.

1.25.3 Ensure that future development, if any, within the Special Study Area is required to provide:

- View corridors from Newell Drive to the agricultural and open space lands to the east
- Points of public access from Newell Drive through the Special Study Area to any abutting public open space or public park land to the east

(h) Figure 1-2 (Planning Sub Area Map) at page 1-44 of the Land Use Element is hereby amended to show the establishment of the City Urban Limit Line and changes in certain Subareas as shown on Exhibit 4, attached hereto and incorporated herein by reference.

(i) Subarea B—Town Center Residential—Uses/Density at page 1-45 of the Land Use Element is hereby deleted in its entirety as follows:

~~B~~ ~~Uses/Density~~ \* Residential Medium (RM)  
~~Town Center~~ \* Neighborhood serving uses (daycare, community meeting  
~~Residential~~ rooms, recreation facilities, and religious facilities)  
 \* Hiking, biking, and equestrian trails

(j) 1.26.1 (Subarea M—Town Center—Uses/Density and Design and Development at page 1-49 of the Land Use Element is hereby amended as follows:

M Town Center	Uses/Density	<ul style="list-style-type: none"> <li>• <u>Location and types of land uses, residential densities and non-residential intensities shall be determined through approval of subsequent Specific Plan(s) Town Center (TC), including public "square," in accordance with Policies 1.19.1-1.19.6</u></li> </ul>
	Design and Development	<ul style="list-style-type: none"> <li>• <del>Master or</del> Specific Plan required prior to development of any portion of the site (including land use and parcel plan, circulation plan, infrastructure plan, public facility plan, conceptual landscape plan, and similar elements)</li> </ul>
		<ul style="list-style-type: none"> <li>• Adherence to Town Center <u>Design and Development Principles</u> 1.19.8-1.19.10, 1.19.10-1.19.14</li> </ul>
		<ul style="list-style-type: none"> <li>• <del>Incorporate a well defined access corridor from Highway 29, which functions as a "monumental" entry using extensive landscape, such as a double row of trees, lighting, and other elements</del></li> </ul>
		<ul style="list-style-type: none"> <li>• <u>Create a "main street" design in the commercial portion of the Town Center Core Area with such items as on-street parking, town square/plaza and buildings built constructed to the right-of-way line. Locate a portion of the buildings on the primary access road</u></li> </ul>
		<ul style="list-style-type: none"> <li>• Incorporate pedestrian and bicycle <u>circulation</u> linkages to the Community Commercial Center <u>along South Napa Junction Road</u></li> </ul>
		<ul style="list-style-type: none"> <li>• Provide view corridors to the Napa River,</li> </ul>

		valley, and foothills
		<ul style="list-style-type: none"> <li>• Encourage the retention and integration of existing structures previously used for the basalt plant operations</li> </ul>
		<ul style="list-style-type: none"> <li>• <u>Town Center Core Area will be centered around the basalt industrial ruins and quarry lake; this mixed-use area will have higher residential densities and higher intensity of non-residential uses; Residential Neighborhoods will surround the Core Area and will generally have lower residential densities and will include community facilities such as a park. Site area may be expanded to incorporate site to east designated as "RM" (Subarea B) to create a unified development. Designated Town Center area may be expanded to include the detached northern portion of subarea "A," subarea "B," and/or a portion or all of subarea "N."</u></li> </ul>

(k) The Town Center and Community Commercial Illustrative Concept (Planning Sub-Area "M" and "N") at page 1-50 of the Land Use Element is hereby deleted in its entirety.

(l) The Land Use Element is amended at page 1-64 to add a new section entitled "City Urban Limit Line" as follows:

**CITY URBAN LIMIT LINE**

Goal 1T Establish a City Urban Limit Line for the City of American Canyon which describes its future geographic boundary until January 1, 2030.

Objective

1.35 Ensure that the incorporated City boundary expands to be coterminous with the City Urban Limit Line, providing for effective "home rule" of the City's destiny.

1.36 Define the limits of urban development of the City, preserving agricultural and open space outside of the City Urban Limit Line on a long-term basis.

Policies

1.35.1 Take all appropriate actions with LAFCO ("Napa County Local Agency Formation Commission") to ensure that the area outside of the current city limits and within the City Urban Limit Line is:

- Included within the Sphere of Influence of the City and American Canyon Fire District
- Annexed to the City and the American Canyon Fire District

1.35.2. Ensure that annexations within the City Urban Limit Line are accomplished in a planned and orderly manner, consistent with the City's ability to provide necessary municipal services and facilities.

1.35.3 Ensure that lands outside of the City Urban Limit Line shall not be developed until January 1, 2030 or later, except as provided by Policy 1.35.4 below.

1.35.4 Acquire lands for public uses and construct and operate public facilities outside of the City Urban Limit Line, if necessary and appropriate, provided that those facilities are designed to serve development within the City Urban Limit Line.

(m) Policies 4.2.1 through 4.2.13 at pages 4-5 and 4-6 of the Circulation Element are hereby amended by adding new Policy 4.2.14 to read as follows:

- 4.2.1 Establish a street system hierarchy within the City of American Canyon that is defined, yet flexible enough to address the unique circumstances that may arise.
- 4.2.2 Reserve rights-of-way for future roadways, extensions or widenings.
- 4.2.3 Prioritize existing and future facility needs in order to properly allocate limited funds to areas of highest need.
- 4.2.4 Pursue the timely extension of Flosden Road (and consider the phasing of east/west connectors to Highway 29), including the realignment of its intersection with American Canyon Road, and the development of other necessary primary north-south roadways such as the Western Parallel along the wetlands edge.
- 4.2.5 Review the need for extending east-west roadways across SR-29 to the east side of the City.
- 4.2.6 Improve the connection between Green Island Road and SR-29.
- 4.2.7 Consider alternative circulation concepts that provide street or driveway connectivity between parcels fronting on SR-29 to consolidate driveway access along SR-29 as well as consolidate parking for the businesses along this roadway.
- 4.2.8 Require that developers provide all required onsite infrastructure and contribute their proportional share to offsite improvements.
- 4.2.9 Implement an impact fee system in order to offset the cost of transportation required by new development.
- 4.2.10 Consider whether it is appropriate to establish a transportation benefits district for the area along the American Canyon Road Corridor east of SR-29.
- 4.2.11 Create a second access to the Green Island Industrial Park, possibly through the construction of the new Wetlands Edge Road and Devlin Road extension from the north.
- 4.2.12 Provide linkages between industrially zoned areas, paying specific attention to connecting the industrial areas north and south of the railroad tracks.
- 4.2.13 Allow for modifications of standard right-of-way sections contained in the General Plan where there is a transition from one right-of-way section standard to another or where there is a transition between existing roadways and the new right-of-way standards contained in the General Plan.
- 4.2.14 Through the adoption of a Specific Plan, the City may allow modifications to the standard right-of-way sections contained in the General Plan in order to achieve other public goals. City Council shall adopt findings explaining why the modifications from the standards are necessary and appropriate.

(n) The "General Plan Network Improvements" section at Page 4-25 of the Circulation Element is hereby amended as follows:

#### **GENERAL PLAN NETWORK IMPROVEMENTS**

Based on a review of the existing transportation system and discussion with the City of American Canyon staff, an updated circulation network was established. This new network reflects build out (year 2010) of the 1994 General plan. The following is the list of network improvements recommended for the General Plan circulation network:

1. An extension of Flosden Avenue north to the Kelly Road alignment a connection with SR-29 near Green Island Road as shown on Figure 1-2, Figure 3, Figure 4-2a, Figure 4-2b, Figure 4-7, Figure 7-1, Figure 8-1, Figure 8-3, Figure 9-1, Figure 9-2a, Figure 9-2b, Figure 9-3, Figure 10-1, Figure 11-1, Figure 11-3, Figure 11-4, Figure 11-4a and Figure 11-5;

2. Geometric, signal and traffic flow orientation changes to the intersection of Flosden Avenue and American Canyon Road;

3. Addition of necessary acceleration and deceleration lanes on Flosden Avenue and American Canyon Road in order to improve access and safety at entrances to adjacent residential and commercial developments;

4. An extension of Donaldson Way from SR-29 east to the new Flosden Avenue extension;

5. Development of a scenic Wetlands Edge Road extending from American Canyon Road to Green Island Road, with an additional local connection from American Canyon Road south to Kimberly;

6. A further eastward realignment of the intersection of Broadway and American Canyon Drive or the restriction of left turn movements from Broadway to American Canyon Road; and

7. Provision of a roadway connection from Paoli Loop Road south over the railroad tracks to connect the two industrial areas together.

(o) Figure 4-2a (Arterial and Collector System) at page 4-20 of the Circulation Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 5, attached hereto and incorporated herein by reference.

(p) Figure 4-2b (Circulation Improvements Plan) at page 4-21 of the Circulation Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 6, attached hereto and incorporated herein by reference.

(q) Figure 4-7 (Study Area—Potential Hike/Bike Trail Alignments) at page 4-31 of the Circulation Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 7, attached hereto and incorporated herein by reference.

(r) Figure 7-1 (Existing Parks and Recreational Facilities) at page 7-5 of the Parks and Recreation Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 8, attached hereto and incorporated herein by reference.

(s) Figure 8-1 (Biological Habitats) at page 8-6 of the Natural and Historic/Cultural Resources Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 9, attached hereto and incorporated herein by reference.

(t) Figure 8-2 (Sensitive Elements of Biological Diversity) at page 8-8 of the Natural and Historic/Cultural Resources Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 10, attached hereto and incorporated herein by reference.

(u) Figure 8-3 (Mineral Deposits) at page 8-21 of the Natural and Historic/Cultural Resources Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 11, attached hereto and incorporated herein by reference.

(v) Figure 9-1 (West Napa Fault (Alquist-Priolo Special Study Zone)) at page 9-6 of the Geology Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 12, attached hereto and incorporated herein by reference.

(w) Figure 9-2a (Critical, Sensitive & High Occupancy Buildings/Sites) at page 9-9 of the Geology Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 13, attached hereto and incorporated herein by reference.

(x) Figure 9-2b (Critical, Sensitive & High Occupancy Buildings/Sites) at page 9-10 of the Geology Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 14, attached hereto and incorporated herein by reference.

(y) Figure 9-3 (Dam/Reservoir Failure) at page 9-15 of the Geology Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 15, attached hereto and incorporated herein by reference.

(z) Figure 10-1 (Major Drainage Facilities and 100 Year Flood Event) at page 10-5 of the Flood Hazards Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 16, attached hereto and incorporated herein by reference.

(aa) Figure 11-1 (Compatibility Plan (Napa County Airport)) at page 11-3 of the Noise Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 17, attached hereto and incorporated herein by reference.

(bb) Figure 11-3 (Sensitive Noise Areas) at page 11-7 of the Noise Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 18, attached hereto and incorporated herein by reference.

(cc) Figure 11-4 (Generalized Noise Contours (City of American Canyon)) at page 11-8 of the Noise Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 19, attached hereto and incorporated herein by reference.

(dd) Figure 11-4a (Generalized Future Noise Contours (City of American Canyon)) at page 11-9 of the Noise Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 20, attached hereto and incorporated herein by reference.

(ee) Figure 11-5 (Napa County Airport Noise Impacts) at page 11-10 of the Noise Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 21, attached hereto and incorporated herein by reference.

#### **SECTION 4. City of American Canyon Zoning Ordinance Text Amendments.**

(a) Chapter 19.12 of the City of American Canyon Zoning Ordinance is hereby deleted in its entirety and is replaced with the text as follows:

#### **~~Chapter 19.12 Town Center~~**

##### **~~Sections:~~**

~~19.12.010 Purpose~~

~~19.12.020 Permitted Uses~~

~~19.12.010 Purpose.~~

~~The purpose for establishing the Town Center District and permitted uses is to:~~

- ~~A. Provide for the development of a Town Center that physically and functionally serves as the symbolic and identifiable focus of activity and identity for the City, acts as an entry to Napa Valley, and is linked with adjacent land uses.~~
- ~~B. Accommodate the development of a diversity of uses that function as the "downtown" for American Canyon.~~
- ~~C. Promote the development of mixed-use structures that accommodate housing above lower level retail, office or other commercial uses.~~
- ~~D. Require the inclusion of a plaza or square.~~
- ~~E. Assure that buildings be sited and designed to establish a unified pedestrian oriented "village" environment considering the following principles:~~
  - ~~1. Siting a portion of the buildings in proximity to the principal access street to establish a "Main Street" character.~~

2. Inclusion of a major "Public Square" as a gathering place.
3. Incorporation of uses in the first floor along the street frontage.
4. Assurance that the front setbacks are visually and physically accessible to pedestrians.

**19.12.020 Permitted Uses.**

Table 1 of this Chapter sets forth the permitted and conditionally permitted uses for the Town Center District. A "P" designates a permitted use. A "C" indicates a conditionally permitted use subject to approval of a Use Permit by the Planning Commission. If no letter is found a particular use, it is not permitted in the Town Center District.

**Table 1  
Permitted and Conditionally Permitted Uses in TC District**

Use Classifications		Related Provisions
<b>Residential Uses</b>		
Garden Apartments	P	GP Policy 1.20.3
Multi-Family Residential	C	GP Policy 1.20.3
Townhouse	P	GP Policy 1.20.3
<b>Commercial Uses</b>		
Animal Retail Sales	P	
Bank, Savings and Loan	P	
Catering	P	
Eating and Drinking Establishments	P	
Entertainment, Indoor	C	
- Amusement Centers	C	
Health Services	P	
Liquor Consumption, On-Premise	C	
- Tasting Rooms	C	
Lodging Services	P	
Nursery	P	
Offices, Business and Professional	P	
Personal Improvement Services	P	
- Night Use	C	
Personal Services	P	
Printing, Commercial	-	
- Limited	P	
Recycling Collection Center	C	
Retail Food Sales	P	
- Convenience Store	C	
- Liquor Store	C	
Retail Sales	P	
Vehicle/Equipment Sales & Services		
- Service Station	C	
<b>Recreational Uses</b>		
Recreation Facilities, Private	P	
Recreation Facilities, Public	C	

Recreation and Sports, Indoor	C	
Recreation and Sports, Outdoor	C	
<b>Public and Quasi-Public Uses</b>		
Antenna	P	
^ Exceeding Height Limitations	C	
^ Commercial	C	
Charitable Uses	P	
Club, Lodge	C	
Community Center	P	
Conference Center	C	
Cultural Facility	C	
Government Facility	C	
Public Information Center	P	
Public Parking	P	
Public Safety Facility	C	
Religious Facility	C	GP Policy 1.23.4
School	C	
Transportation Terminal	C	
Utilities, Major	C	
Utilities, Minor	P	
<b>Accessory Uses</b>		
Accessory Dwelling Unit	C	Chapter 19.10
Cafeteria	P	
Home Occupation	P	Chapter 19.29
Horticulture, Limited	P	
Recreation Facilities, Private	P	
<b>Temporary Uses</b>		
Animal Show	C	
Circus, Carnival	C	
Commercial Filming	C	
Live Entertainment	C	
Mobile Structure	C	Chapter 19.30
Personal Property, Sales	P	
Retail Sales, Outdoor	C	
Seasonal Sales	C	
Street Fair	C	
Tent	C	

Chapter 19.12  
Town Center Zone District

Sections:

- 19.12.010 Purpose
- 19.12.020 Applicability
- 19.12.030 Permitted Uses
- 19.12.040 Conditionally Permitted Uses
- 19.12.050 Development Standards

**19.12.010 Purpose**

The purpose of the Town Center Zone District is to:

- A. Provide a broad range of commercial, residential and public land uses in the physical context of a traditional downtown with surrounding residential neighborhoods. The district may include a diverse range of land uses including but not limited to: government and community services, retail commercial, professional offices, entertainment, restaurants, cultural facilities (museums, libraries, etc.), visitor-serving facilities (hotels, information centers), event/conference center, wineries, transit, parking, variety of housing types including single family attached and detached, townhouses, condominiums, mixed-use and apartments and public park and school and other amenities.
- B. Create a physical setting and mix of land uses that serve as a focus of neighborhood, community and regional activities and events.
- C. Create a pedestrian-oriented environment which also meets the needs of vehicular traffic.

**19.12.020 Applicability**

- A. Development shall occur pursuant to a specific plan adopted by the City Council for all or a portion of the Town Center Zone District.

**19.12.030 Permitted Uses**

- A. Permitted uses shall be those uses designated as permitted uses by a specific plan adopted by the City Council for all or a portion of the Town Center Zone District.
- B. Agricultural or grazing uses.
- C. Temporary uses as may be permitted by the City.

**19.12.040 Conditionally Permitted Uses**

- A. Conditionally permitted uses shall be those uses designated as conditionally permitted uses by a specific plan adopted by the City Council for all or a portion of the Town Center Zone District.

**19.12.050 Development Standards**

- A. Development standards shall be those standards included in a specific plan adopted by the City Council for all or a portion of the Town Center Zone District. Development standards include but are not limited to: building heights, building setbacks, landscaping, parking requirements, lot size, residential density, and floor-area ratio for non-residential development.
- B. Performance standards shall be those standards included in a specific plan adopted by the City Council for all or a portion of the Town Center Zone District. Performance standards include but are not limited to: lighting, noise, and hours of operation.

(b) The City of American Canyon Zoning Ordinance is amended by adding Chapter

19.50 (Special Study Zone District) to read as follows:

**Chapter 19.50**

**Special Study Zone District**

**Sections:**

19.50.010 Purpose

19.50.020 Applicability

19.50.030 Permitted Uses

19.50.040 Conditionally Permitted Uses

**19.50.010 Purpose**

The purpose of the Special Study Zone District is to:

A. Allow properties to be zoned or rezoned until the City has completed appropriate planning studies to determine the types and intensities of land uses through an amendment of the City's General Plan.

B. Allow agricultural, grazing, open space and public uses within the district as interim uses.

**19.50.020 Applicability**

A. Properties designated as "Special Study Zone" by the General Plan shall be within the Special Study Zone District.

**19.50.030 Permitted Uses**

A. Permitted uses shall be: agriculture, grazing, open space and public uses, except as provided in 19.12.040.

**19.50.040 Conditionally Permitted Uses**

A. Any structure greater than 10,000 square feet shall be a conditionally permitted use.

**SECTION 5. City of American Canyon Zoning Map Amendments.**

The Zoning Map of the City of American Canyon Zoning Ordinance is amended to prezone certain lands as shown in Exhibit 22, attached hereto and incorporated by reference.

**SECTION 6. Finding of Consistency.**

The City of American Canyon General Plan amendments including the Urban Limit Line established by this Act are consistent with the American Canyon General Plan. The City of American Canyon Zoning Ordinance amendment including the Town Center Zone District, the Special Study Zone District and the rezoning established by this Act are consistent with the City of American Canyon General Plan and Zoning Ordinance.

**SECTION 7. Implementation.**

Upon the effective date of this Act, the Act shall be deemed inserted in the City of American Canyon General Plan and the City of American Canyon Zoning Ordinance as amendments thereof, except that if the four amendments of the mandatory elements of the City of American Canyon General Plan permitted by state law for any given calendar year have already been utilized prior to the effective date of this Act, the portions of the Act pertaining to the City of American Canyon General Plan shall be deemed inserted in the City of American Canyon General Plan as of January 1, 2009.

**SECTION 8. Amendments.**

The City Urban Limit Line as shown on the General Plan figures that are amended in Section 3 may only be changed by a vote of the voters at a subsequent City election. Nothing in this Act shall prevent the City Council from amending any other part of the General Plan and the Zoning Ordinance, except that the City Council may amend the provisions of the General Plan text and map and Zoning Ordinance regarding Town Center only in conjunction with the approval of a Specific Plan for all or a portion of Town Center.

Notwithstanding the foregoing, in conjunction with approval of an initial Specific Plan for the Town Center by the City Council, the City Council shall amend any section of the General Plan or Zoning Ordinance that relates to the Town Center if necessary so as to assure consistency between the General Plan and the Specific Plan provided the amendment(s) are consistent with the purposes of the Act.

**SECTION 9. City Urban Limit Line No Longer Effective After January 1, 2030.**

The City Urban Limit Line established pursuant to this Act shall remain in effect until January 1, 2030.

**SECTION 10. Severability.**

If any provisions of this Act or the application thereof to any person or circumstances is held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Act, and to this end the provisions of this Act are severable.

**NOTICE OF INTENT TO CIRCULATE PETITION**

Notice is hereby given by the persons whose names appear hereon of their intention to circulate the petition within the City of American Canyon for the purpose of qualifying an initiative for the November 4, 2008 ballot.

A statement of the reasons of the proposed action as contemplated in the petition is as follows:

The City of American Canyon must plan for its future to protect the quality of life enjoyed by its residents. To guide future growth and development in the manner consistent with the City's General Plan, the people of American Canyon should establish an urban limit line. Establishment of an urban limit line will help preserve agriculture, open space, prevent urban sprawl and help implement the planned development of the City.

Establishment of an urban limit line will foster sustainable growth and allow the residents of American Canyon to control the future growth of the City and implement a vision that provides a balance between housing and jobs. This Act establishes the City Urban Limit Line ("City Urban Limit Line") to guide future growth and development in American Canyon.

This Act will facilitate development of the expanded Town Center project by amending the City of American Canyon General Plan Map and Zoning Ordinance. The Town Center project will provide the residents of the City with significant community benefits.

The rezoning of lands designated by the Act is a necessary first step so that the City of American Canyon may proceed to annex these lands. The rezoning of these lands is important as it will allow the City of American Canyon to direct growth and development into an area where there is agreement that such growth should occur.

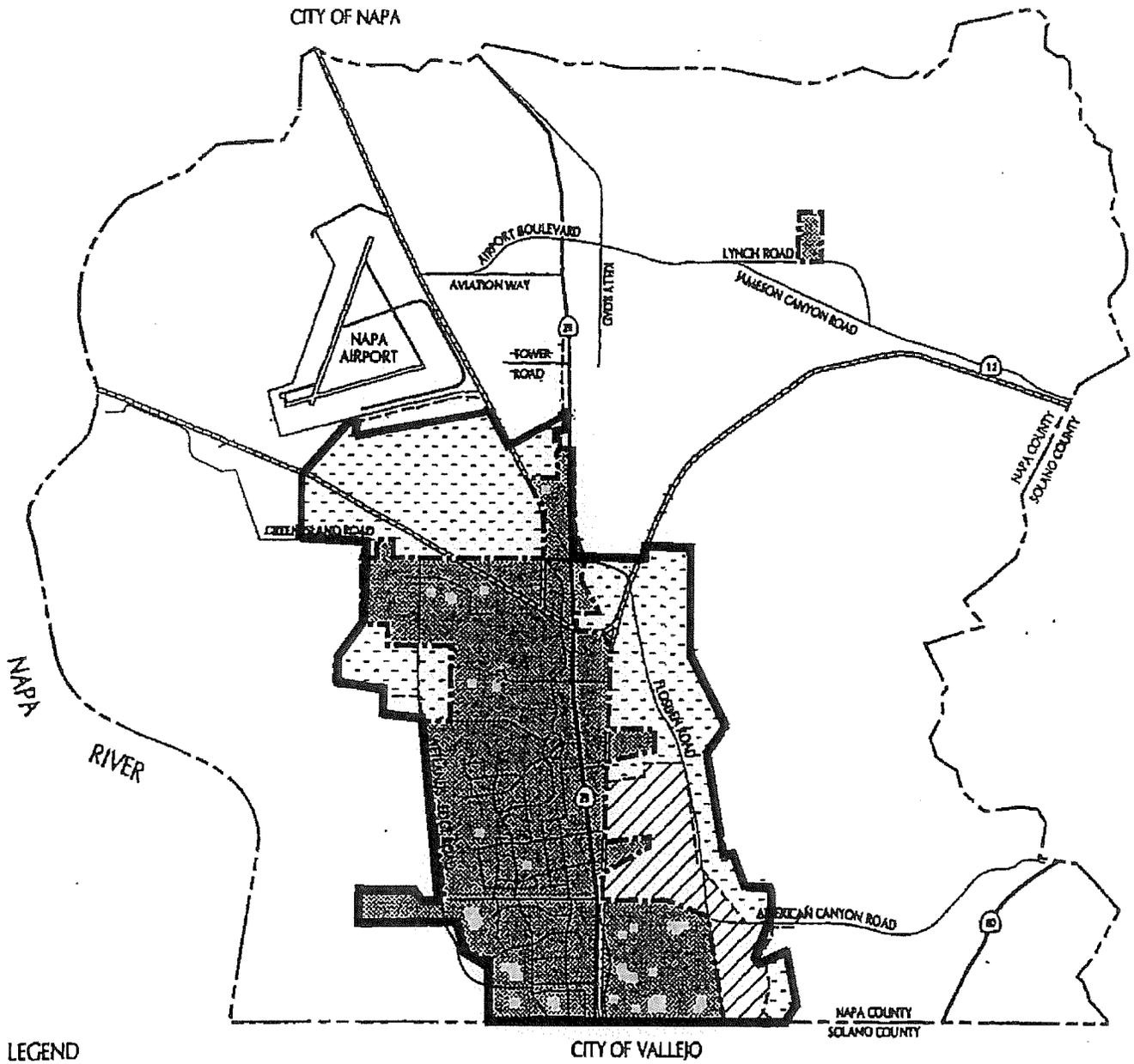
The City Urban Limit Line and rezoning established by this Act are consistent with the goals and policies of the American Canyon General Plan and Zoning Ordinance. The City Urban Limit Line cannot be changed without a vote of the voters of the City of American Canyon at a city election.

Establishment of the City Urban Limit Line and the rezoning of lands designated by the Act will give the residents of the City of American Canyon control over their future. For all of the foregoing reasons, this Act serves the public health, safety and welfare of the City.

/S/ Mark Joseph

# American Canyon

## GENERAL PLAN



**LEGEND**

-  Planning Area
-  City of American Canyon
-  Sphere of Influence
-  City Urban Limit Line

SOURCE: City of American Canyon, 1993

Envicore Computer Graphics

### PLANNING AREA

EXHIBIT 1  
ix

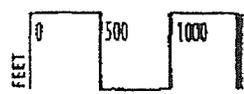


FIGURE 3  
16

## EXHIBIT 2

### Legal Description - City Urban Limit Line for American Canyon, CA

A portion of Township 4 North, Range 3, 4, and 5 West, Mount Diablo Base and Meridian (and also being shown on the attached plat entitled "Plat of Description - City Urban Limit Line", attached hereto for illustrative purposes only), more particularly described as follows:

BEGINNING at a t-bar and tag stamped "R.C.E. 6250", marking the westernmost corner of Parcel B-1, as shown on the map entitled "Survey and Division of the Madigan Ranch in Napa County and Solano County, California", filed December 17, 1971 in Book 3 of Parcel Maps at Page 67-68 in the office of the County Recorder of Napa County, California, all further references to filing or recording being made to said Napa County Recorder unless otherwise stated for purposes of this description; said Point of Beginning being a point on the Napa - Solano County line; thence westerly along said Napa - Solano County line 9460± feet to the southwest corner of Parcel A as shown on the map entitled "Final Map of Napa Meadows Unit 8" filed July 27, 2000 in Book 22 of Record Maps at Page 10-15 in the office of the County Recorder of Napa County, California; thence northerly along the extended westerly line of Parcels A, C & B as shown on said "Final Map of Napa Meadows Unit 8" 1900± feet to the southeast corner of the lands known as "Napa Meadows Unit 7" as shown on the map entitled "Final Map of Napa Meadows Unit 7" filed October 26, 2000 in Book 22 of Record Maps at Page 27-33 in the office of the County Recorder of Napa County, California; thence westerly and northwesterly along the said "Napa Meadows Unit 7" to the easterly prolongation of the southern line of that 62.779 acre parcel as shown on the map entitled "Record of Survey of the Lands of American Canyon Sanitary Land Fill Co., Inc. and the Lands of Pauline Burastero, et al", filed May 31, 1974 in Book 18 of Surveys at Page 71; thence westerly along said prolongation line to a t-bar and tag stamped "R.C.E. 6250" at the southeast corner of said 62.779 acre parcel; thence westerly, northerly and easterly along said 62.779 acre parcel to the intersection with the northerly line of said 62.779 acre parcel and the northerly line of the "60' Right of Way" as shown on said Record of Survey (18 surveys 71); thence along said northerly right of way line to a ¾" iron pipe and tag stamped "R.C.E. 10648" at the westerly terminus of a line labeled "N87°45'00"W 187.83'" as shown on said Record of Survey (18 Survey 71); thence northerly along the lines of said lands of Pauline Burastero, et al 5450± feet to a point on the northerly right of way line of Eucalyptus Drive; thence along said northerly right of way line N 89°46'10"W 1365.83 feet; thence leaving said northerly line N3°46'32" W 790.22 feet to a t-bar, and tag stamped "R.C.E. 6250" at the westerly terminus of a line labeled "S89°14'40"E 1319.94'" as shown on said Record of Survey (18 Surveys 71); thence, northerly and westerly along said lands of Pauline Burastero, et al to a ¾" iron pipe stamped "R.C.E. 3389" marking the northwest corner thereof, said point being also the southwest corner of the 58.49 acre parcel of land described in the Judgment and Final Order of Condemnation filed February 15, 2006 and recorded as Document No. 2006-0005485; thence northerly and easterly along the lines of said 58.49 acre parcel of land 2016± feet to a ¾" iron pipe stamped "R.C.E. 11649" marking the southwest corner of Parcel 1 as shown on the map entitled "Parcel Map of the lands of Louis O. Wurz Jr., et al and Covenant Presbyterian Church of Napa" filed December 1, 1986 in Book 15 of Parcel Maps at Page 20; thence northerly along the westerly line of said Parcel 1, 2280± feet to the northwest corner thereof, said northwest corner being also the southwest corner of Parcel One as shown on the map entitled "Parcel Map of the Lands of Napa Mill Development Company..." filed October 12, 2006 in Book 25 of Parcel Maps at Page 29-32; thence northerly along the West line of said Parcel One 575± feet to the southerly right of way line of Green Island Road; thence westerly along said southerly right of way line of Green Island Road 1510± feet to the intersection with the extended westerly line of the lands of All Technical Engineering & Construction, Inc, as shown on the map entitled "Record of Survey of the lands of All Technical Engineering & Construction, Inc.", filed October 6, 1978 in Book 20 of Surveys at Page 88; thence northerly along the extended westerly line of said lands of All Technical Engineering & Construction, Inc. 1820± feet to the

southerly line of the lands described in the Grant Deed filed October 11, 2005 and recorded as Document No. 2005-0041461; thence northwesterly and northeasterly along said lands 2010± feet to the northwest corner thereof; thence northeasterly along the northerly line of said lands 282± feet to the northeast corner thereof; thence southerly along the easterly line of said lands 545± feet to the northwest corner of the lands described in the Grant Deed filed September 7, 2006 and recorded as Document No. 2006-0031319; thence northeasterly along the northerly line of said lands 4510± feet to the northeastern corner thereof; said corner being a point on the southwesterly right of way line of the Napa Valley Branch of the Southern Pacific Railroad right of way; thence southeasterly along said southwesterly right of way line 1510± feet to the intersection with the extended southerly line of the lands of S.N.W.M.A. as shown on the map entitled "Record of Survey of South Napa Waste Management Authority..." filed February 25, 1997 in Book 31 of Surveys at Page 8-10; thence northeasterly along said southerly line 1250± feet to the southerly right of way line of Kelly Road South, as shown on the same map entitled "Record of Survey of South Napa Waste Management Authority..."; thence northeasterly along said southerly right of way line 850± feet to the westerly right of way line of State Highway 29; thence southerly along said westerly right of way line 350± feet to the northeast corner of the lands described in the Grant Deed filed August 16, 2007 and recorded as Document No. 2006-0028706; thence westerly along the northerly line of said lands 225± feet to the northwestern corner thereof; said northwestern corner being also the northeastern corner of the lands described in the Grant Deed filed November 13, 1961 and recorded in Book 640 at Page 583; thence westerly along the northerly line of said lands 208± feet to the northwestern corner thereof; thence southerly 208± feet to the southwesterly corner thereof; thence easterly 208± feet to the southeasterly corner thereof; said southeasterly corner being also a point on the westerly line of the aforementioned lands described in the Grant Deed filed August 16, 2007 and recorded as Document No. 2006-0028706; thence southerly along said westerly line 468± feet to the southwestern corner thereof; thence easterly along the extended southerly line of said lands 380± feet to a point on the easterly right of way line of State Highway 29, said easterly right of way line of State Highway 29 being also the westerly line of Parcel C as shown on the map entitled "Parcel Map of the lands of Security Owners Corporation..." filed August 24, 1995 in Book 21 of Parcel Maps at Page 50-51; thence southerly along said westerly line of Parcel C 3460± feet to the southwestern corner thereof; thence easterly along the southerly line of said Parcel C 2500± feet to the southeastern corner thereof, said southeastern corner being also a point on the westerly line of Parcel One as described in the Corporation Grant Deed filed December 31, 1997 and recorded as Document No. 1997-031470; thence northerly along said westerly line 375± feet to the northwestern corner thereof; thence easterly along the northerly line of said Parcel One 1678± feet to the northeastern corner thereof; thence southerly along the extended easterly line of said Parcel One 3580± feet to the a point on the northerly line of the lands of John D. & Lorraine D. Cantoni as shown on the map entitled "Record of Survey of the lands of John D. & Lorraine D. Cantoni" filed April 23, 1980 in Book 21 of Surveys at Page 69; thence leaving said northerly line 2200± feet to a nail and tag stamped "R.C.E. 15390" in a corner post at the northerly terminus of a line labeled "N40°13'46"E 2463.39'" on said map; thence southwesterly along the last mentioned line 1300± feet to the point of intersection with the northerly extension of the line labeled "N9°56'50"W 1007.63'" shown on the map entitled "Record of Survey of the lands of Amcan Land Holdings Inc..." filed February 18, 1999 in Book 32 of Surveys at Page 34; thence southerly along said extended line labeled "N9°56'50"W 1007.63'" 3460± feet to the southerly terminus thereof, said line terminus being also a point on the easterly line of Parcel One as described in the Grant Deed filed January 25, 2007 and recorded as Document No. 2007-0002762; thence southeasterly along said easterly line 2600± feet to a point on the southerly line of said Parcel One, said point being also the northwest corner of the lands of Palm, marked by a ½" rebar and tag stamped "L.S. 4510" as shown on the map entitled "Parcel Map of the lands of a portion of the lands of Mary C. Avilla" filed December 10, 1986 in Book 15 of Parcel Maps at Page 23-24; thence southerly along the extended westerly line of said lands of Palm 350± feet to the southerly right of way line of American Canyon Road; thence westerly along said southerly right of way line of American Canyon Road 170± feet to a t-bar and tag stamped "R.C.E. 6250", marking the northeastern corner of Parcel B, as shown on the map entitled "Survey and Division of the Madigan Ranch in Napa County and Solano County, California", filed

December 17, 1971 in Book 3 of Parcel Maps at Page 67-68; thence southwesterly, northeasterly, southerly and southwesterly along the eastern line of said Parcel B 5100± feet to a t-bar and tag stamped "R.C.E. 6250", marking the westernmost corner of Parcel B-1 as shown on said map entitled "Survey and Division of the Madigan Ranch in Napa County and Solano County, California", said point being the TRUE POINT OF BEGINNING.



**LEGEND**

- Assessor's Parcel Lines (approximate)
- Existing Arroyo Canyon City Boundary - June, 2008
- City Urban Limit Line

Date: June 18, 2008  
 D.P. Henry, L&E  
 Napa County Department of Public Works  
 Engineering Services Division

Horizontal Datum: NAD 83,  
 CA State Plane Coordinates,  
 Zone 8, NAD

**EXHIBIT 2**  
**- PLAT OF DESCRIPTION -**  
**CITY URBAN LIMIT LINE**

20

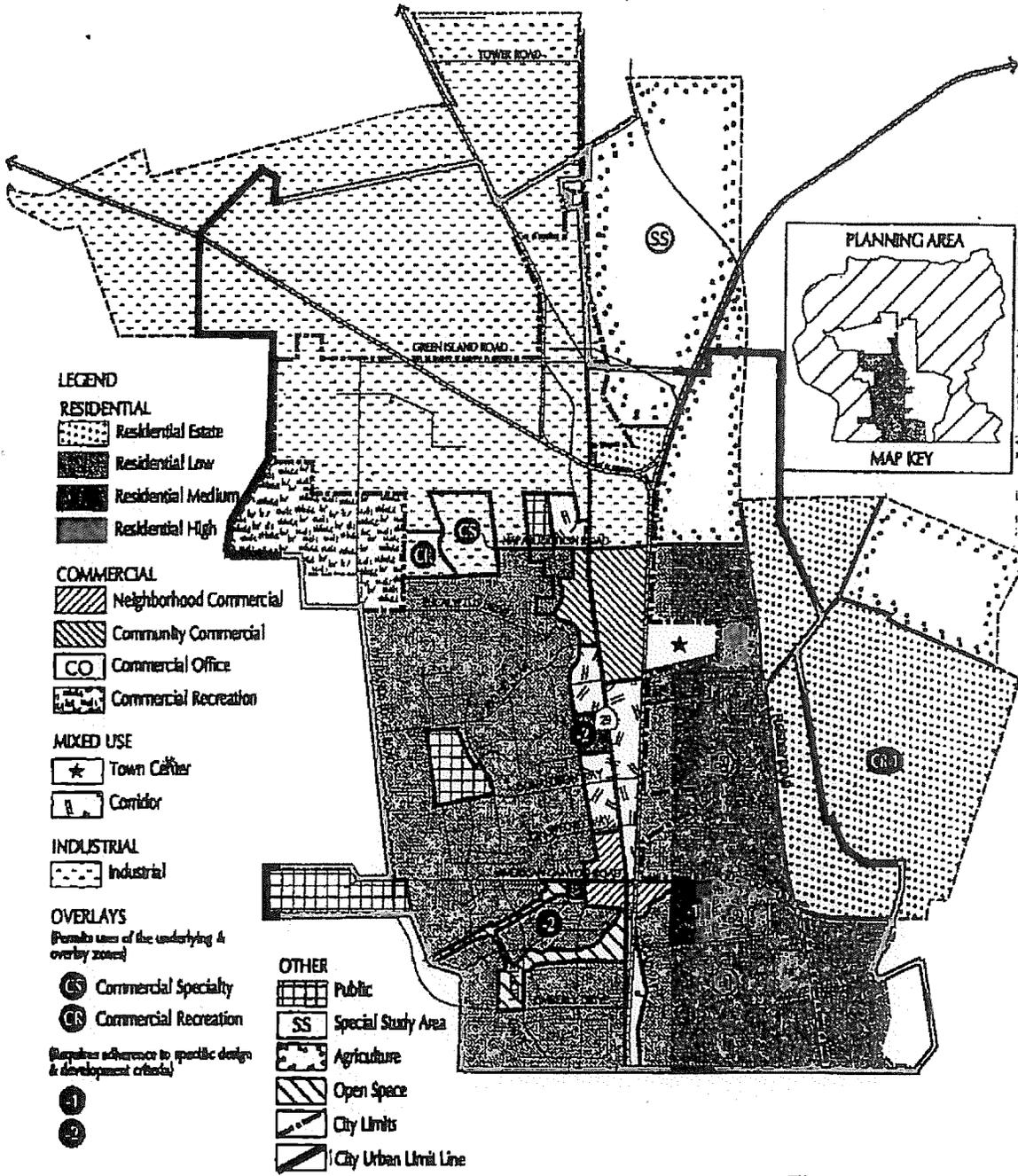
POINT OF BEGINNING



COUNTY OF NAPA  
 Department of Public Works  
 Director Robert J. Felarsen  
 Asst. Director Donald G. Redenhour

DOES NOT REFLECT  
AMENDMENTS SINCE  
1994.

American Canyon  
GENERAL PLAN



LAND USE PLAN



THE CITY OF AMERICAN CANYON GENERAL PLAN

1-13  
EXHIBIT 3A

# AMENDMENT TO LAND USE PLAN FIGURE 1-1, AT PAGE 1-13

## Legend

— General Plan Amendment Boundary

★ Town Center

SS Special Study Area

Public

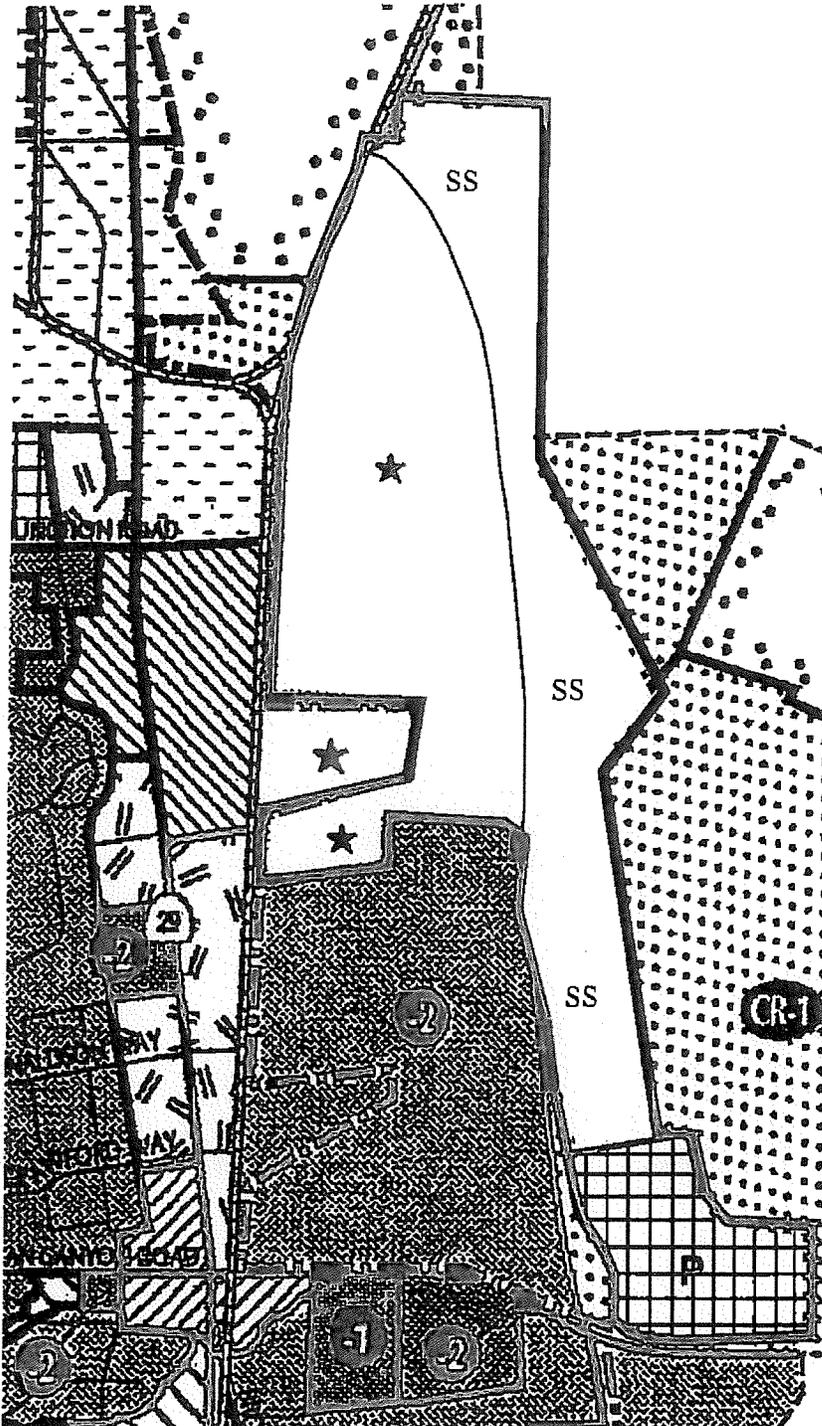
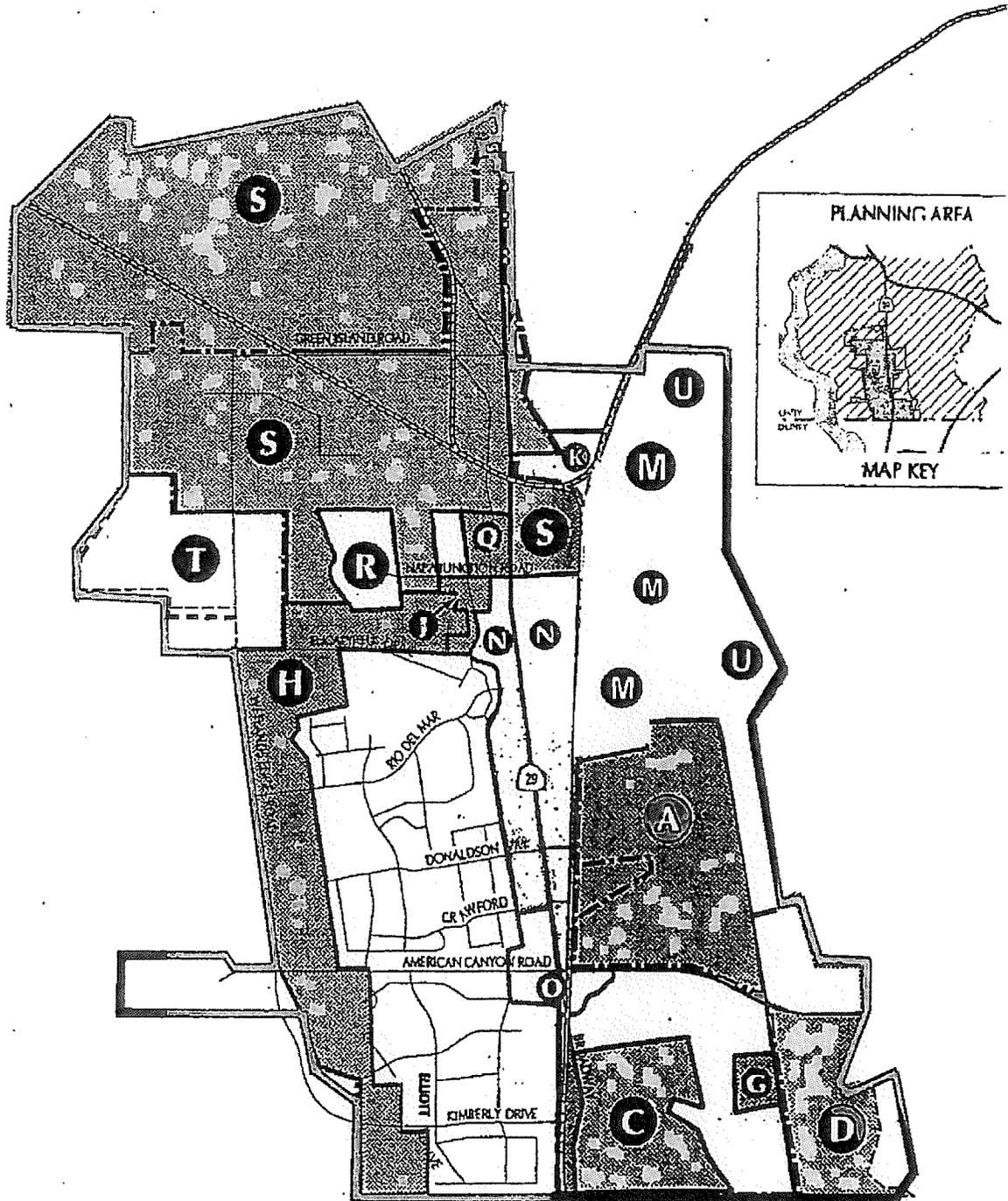


EXHIBIT 3B

# American Canyon

## GENERAL PLAN



**LEGEND**

-  City Limits
-  City Urban Limit Line

Environ Corporation Graphics

### PLANNING SUB AREA MAP

EXHIBIT 4  
1-44

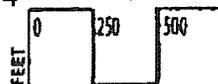
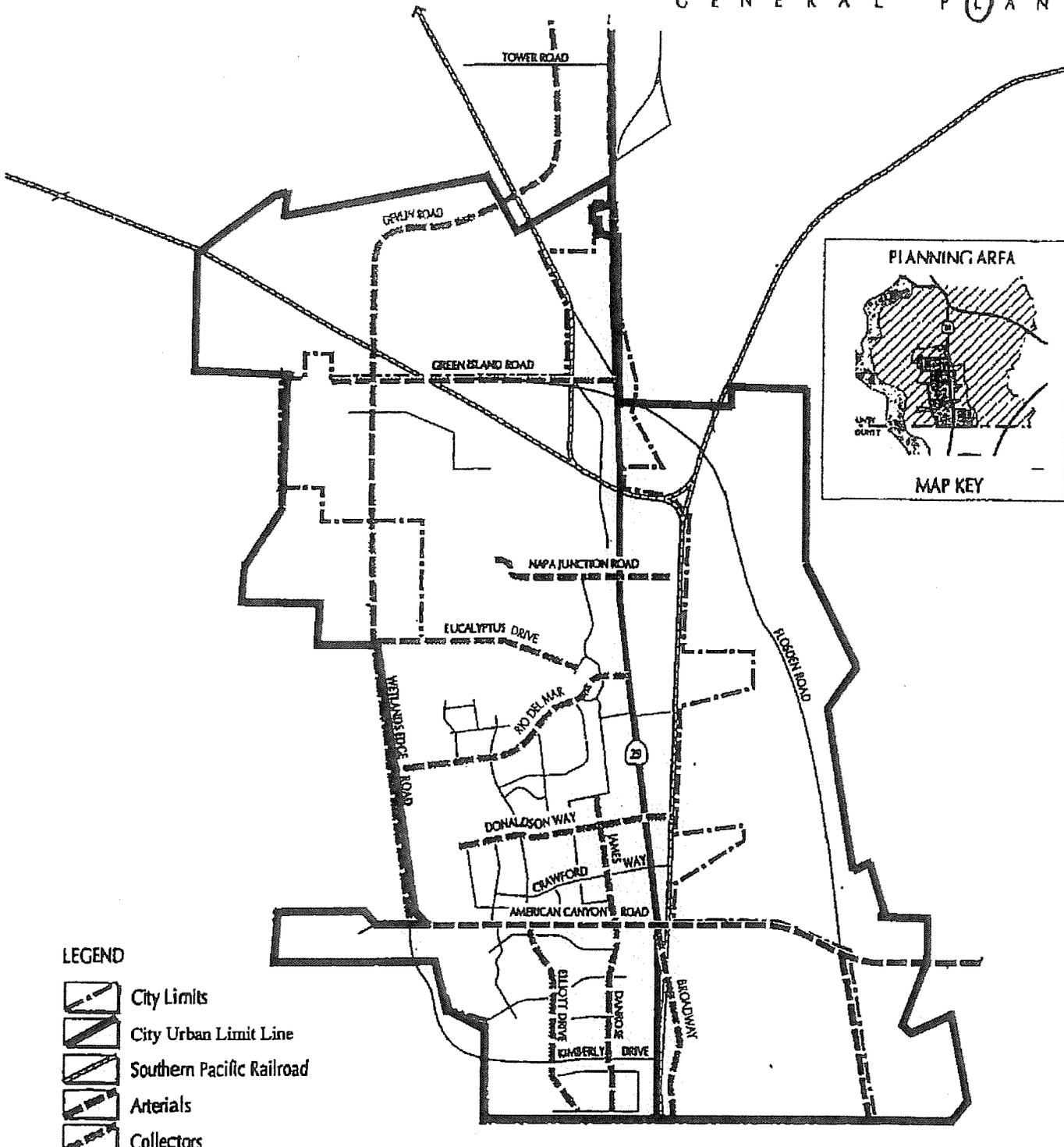


FIGURE 1-2

# American Canyon

## GENERAL PLAN



**LEGEND**

- City Limits
- City Urban Limit Line
- Southern Pacific Railroad
- Arterials
- Collectors

SOURCE: Wilbur Smith Associates

Envicore Corporation Graphics

### ARTERIAL & COLLECTOR SYSTEM

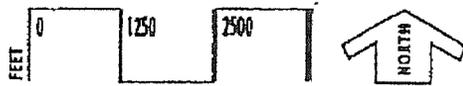
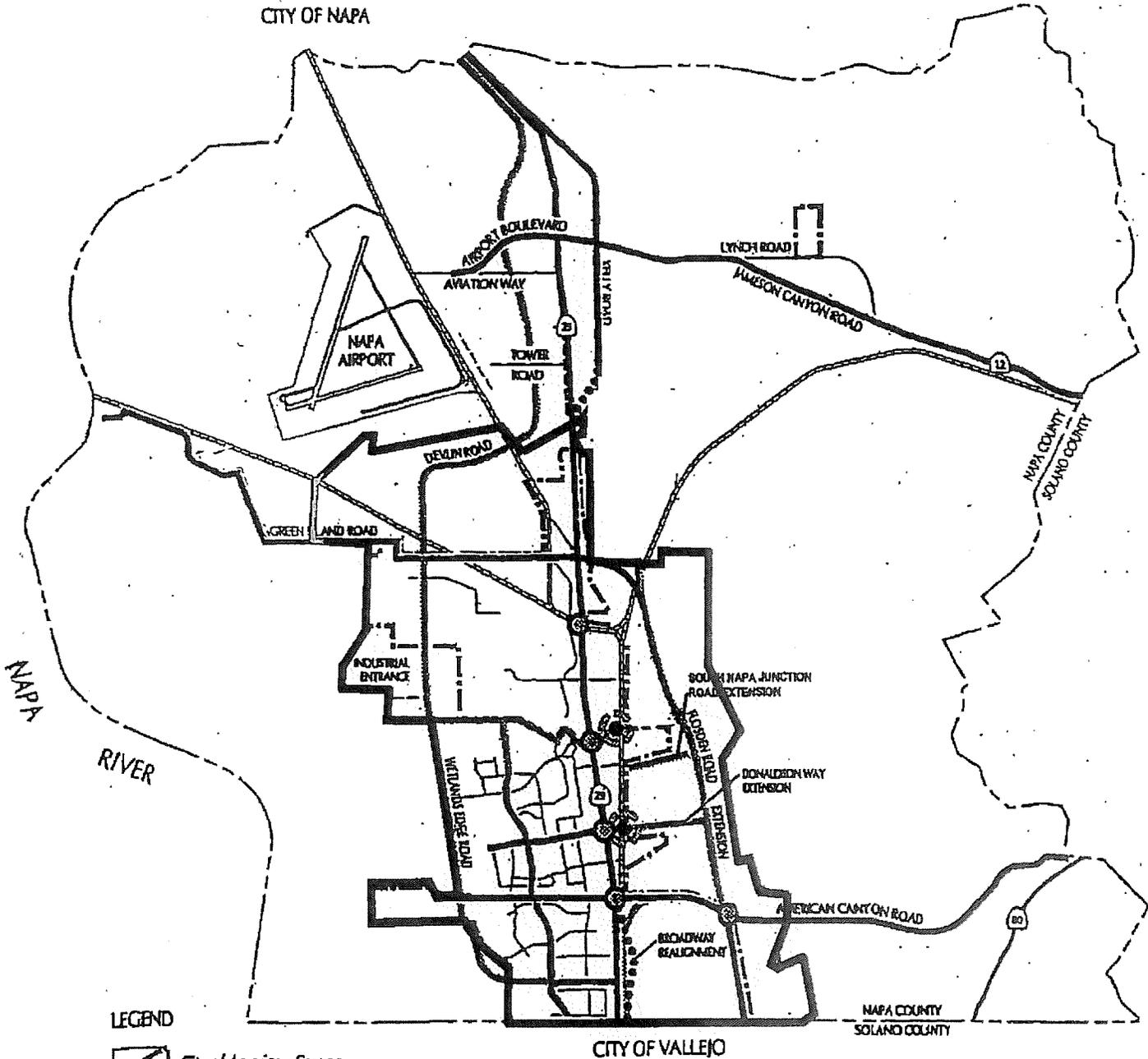


FIGURE 4-2a

EXHIBIT 5

# American Canyon

## GENERAL PLAN



**LEGEND**

-  City of American Canyon
-  Planning Area
-  City Urban Limit Line
-  Southern Pacific Railroad
-  Existing Roadway Network
-  Proposed Extensions or New Roadways
-  Existing Roadways Deleted
-  Potential Transit Center
-  Improvements (Alignment, Crossings, etc.)

SOURCE: Wilbur Smith Associates

Envicam Corporation Graphics

### CIRCULATION IMPROVEMENTS PLAN

EXHIBIT 6  
4-21

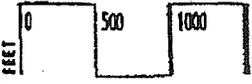
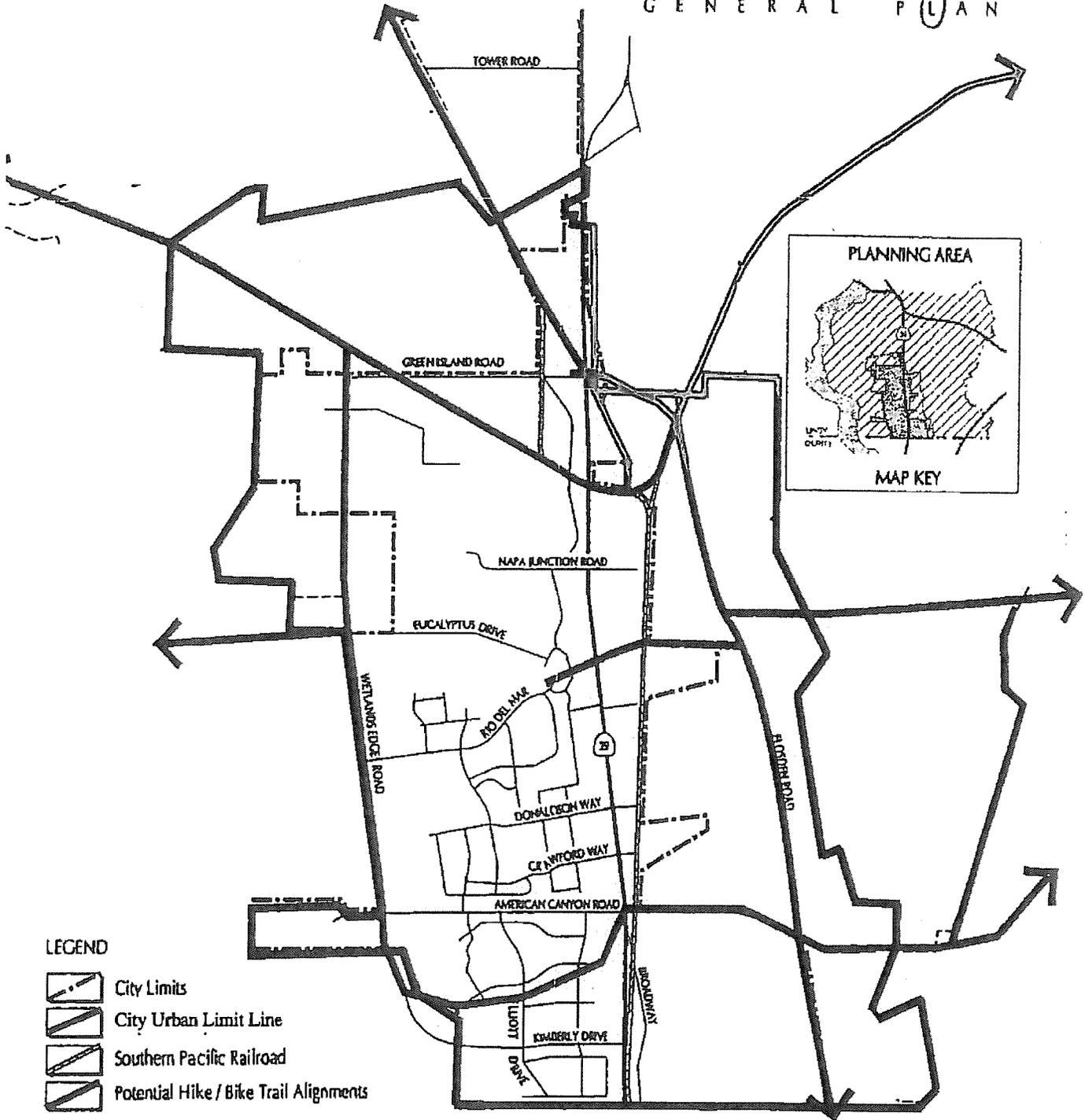


FIGURE 4-2b

# American Canyon

## GENERAL PLAN



### LEGEND

-  City Limits
-  City Urban Limit Line
-  Southern Pacific Railroad
-  Potential Hike / Bike Trail Alignments

SOURCE: Wilbur Smith Associates

Envirocon Corporation Graphics

STUDY AREA  
POTENTIAL HIKE / BIKE TRAIL ALIGNMENTS

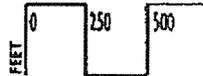


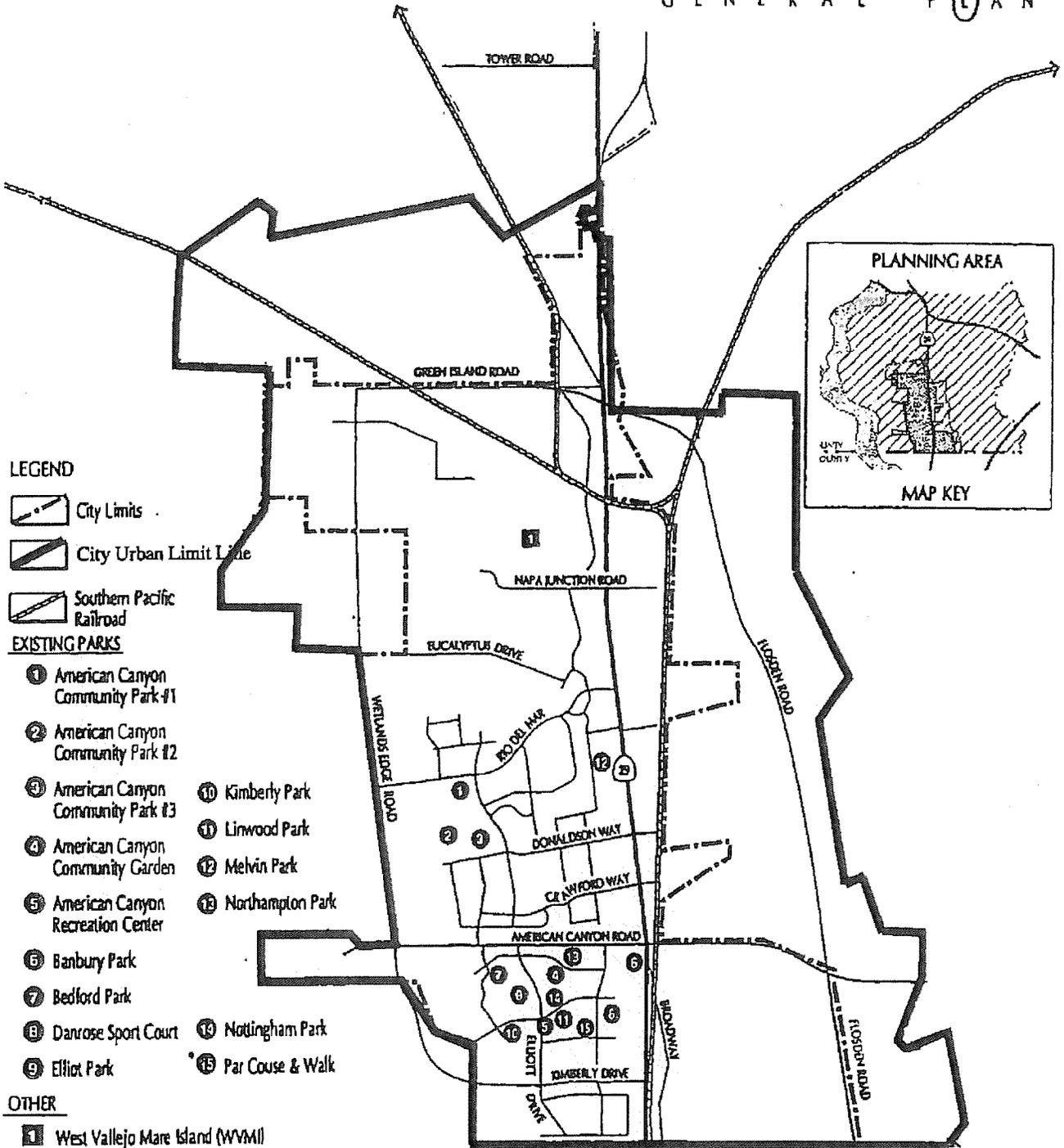
FIGURE 4-7

EXHIBIT 7

4-31

# American Canyon

## GENERAL PLAN



**LEGEND**

- City Limits
- City Urban Limit Line
- Southern Pacific Railroad

**EXISTING PARKS**

- ① American Canyon Community Park #1
- ② American Canyon Community Park #2
- ③ American Canyon Community Park #3
- ④ American Canyon Community Garden
- ⑤ American Canyon Recreation Center
- ⑥ Banbury Park
- ⑦ Bedford Park
- ⑧ Danrose Sport Court
- ⑨ Elliot Park
- ⑩ Kimberly Park
- ⑪ Linwood Park
- ⑫ Melvin Park
- ⑬ Northampton Park
- ⑭ Nottingham Park
- ⑮ Par Course & Walk

**OTHER**

- ① West Vallejo Mare Island (WVMI) Little League Fields

\* Par Course Location is Generalized

SOURCE: City of American Canyon

Envirom Corporation Graphics

### EXISTING PARKS AND RECREATIONAL FACILITIES

EXHIBIT 8

7-5

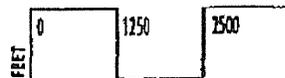
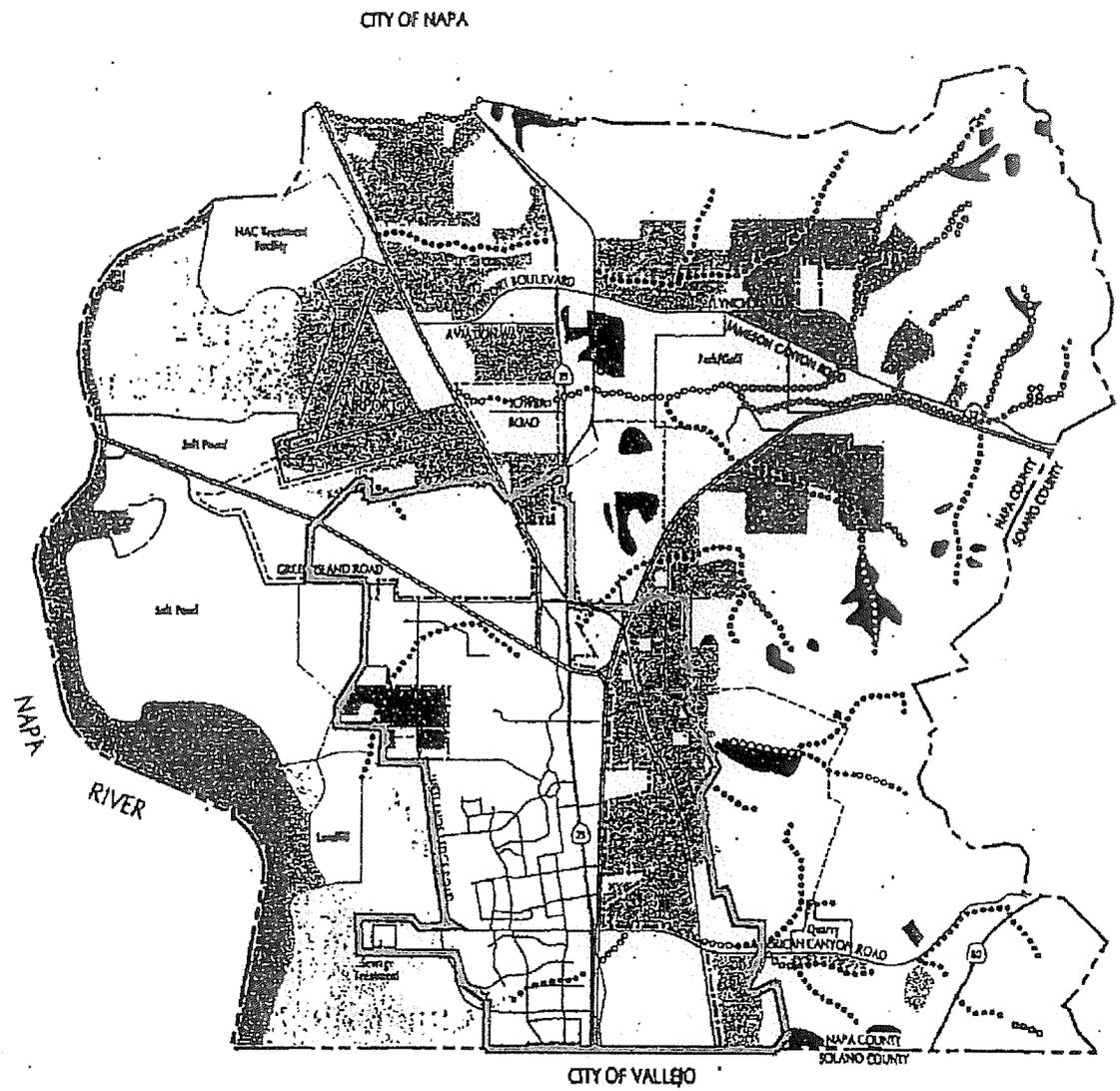


FIGURE 7-1

# American Canyon

## GENERAL PLAN

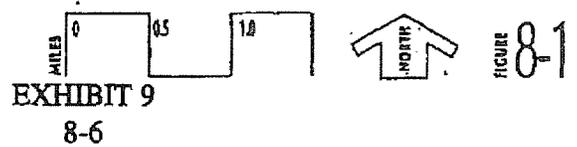


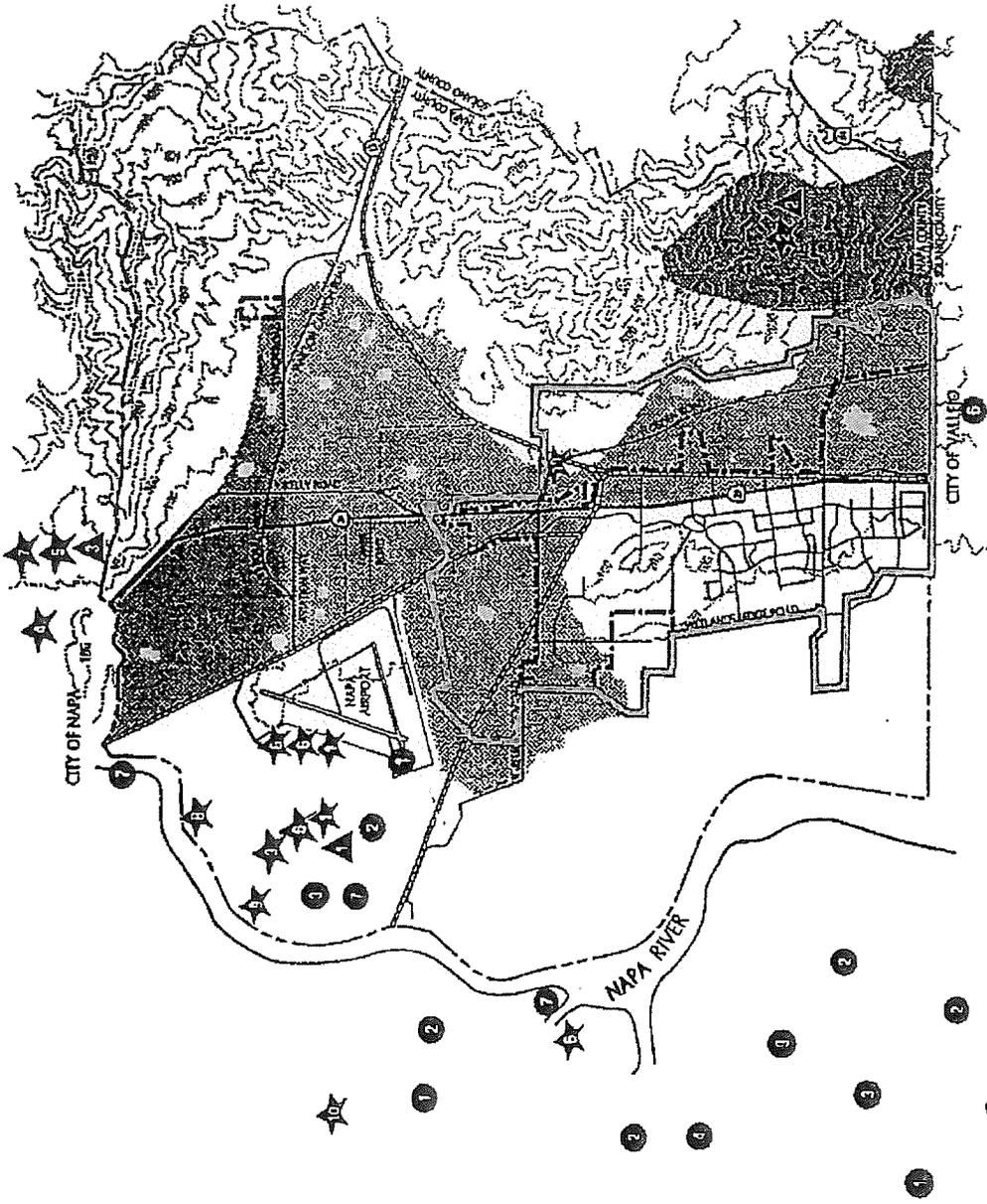
- LEGEND**
- |  |                           |  |  |
|--|---------------------------|--|--|
|  | City of American Canyon   |  | Agriculture, including disturbed areas             |
|  | Planning Area             |  | Mixed Hardwood Forest                              |
|  | City Urban Limit Line     |  | Oak Savannah                                       |
|  | Southern Pacific Railroad |  | Eucalyptus Forest                                  |
|  | Riverine                  |  | Urbanized, Residential/Commercial/Industrial/Other |
|  | Coastal Saltmarsh         |  | Riparian Woodland/Forest                           |
|  | Coastal Prairie           |  | Other Riparian and Blue-Line Steams                |

SOURCE: Various Corporations, 1991

Envirom Corporation Graphics

### BIOLOGICAL HABITATS





- LEGEND**
- City of American Canyon
  - Planning Area
  - City Urban Limit Line
  - Southern Pacific Railroad
- HABITATS**
- 1 Coastal Brackish Marsh
  - 2 Sedgehine Bunchgrass
  - 3 Northern Vernal Pool
- Extent of Sedgehine Flacks**
- Potential Extent of Vernal Pools (Generalized)**
- PLANTS**
- 1 *Aster chilensis lentus*
  - 2 *Casilleja neglecta*
  - 3 *Complanatus m. mollis*
  - 4 *Downingia humilis*
  - 5 *Lathraea confertiflora*
  - 6 *Lathyrus J. japonif*
  - 7 *Legenere limosa*
  - 8 *Ullisoppis masonii*
  - 9 *Polygonum maritimum*
  - 10 *Tribolium amoenum*
- ANIMALS**
- 1 California Black Rail
  - 2 California Chopper Rail
  - 3 Saltmarsh Common Yellowthroat
  - 4 Western Snowy Plover
  - 5 Golden Eagle
  - 6 Burrowing Owl
  - 7 Saltmarsh Harvest Mouse
  - 8 Salt Marsh Shrew

SOURCE: Entomom Corporation, 1993

SENSITIVE ELEMENTS OF BIOLOGICAL DIVERSITY

EXHIBIT 10

0 0.5 1.0  
MILES

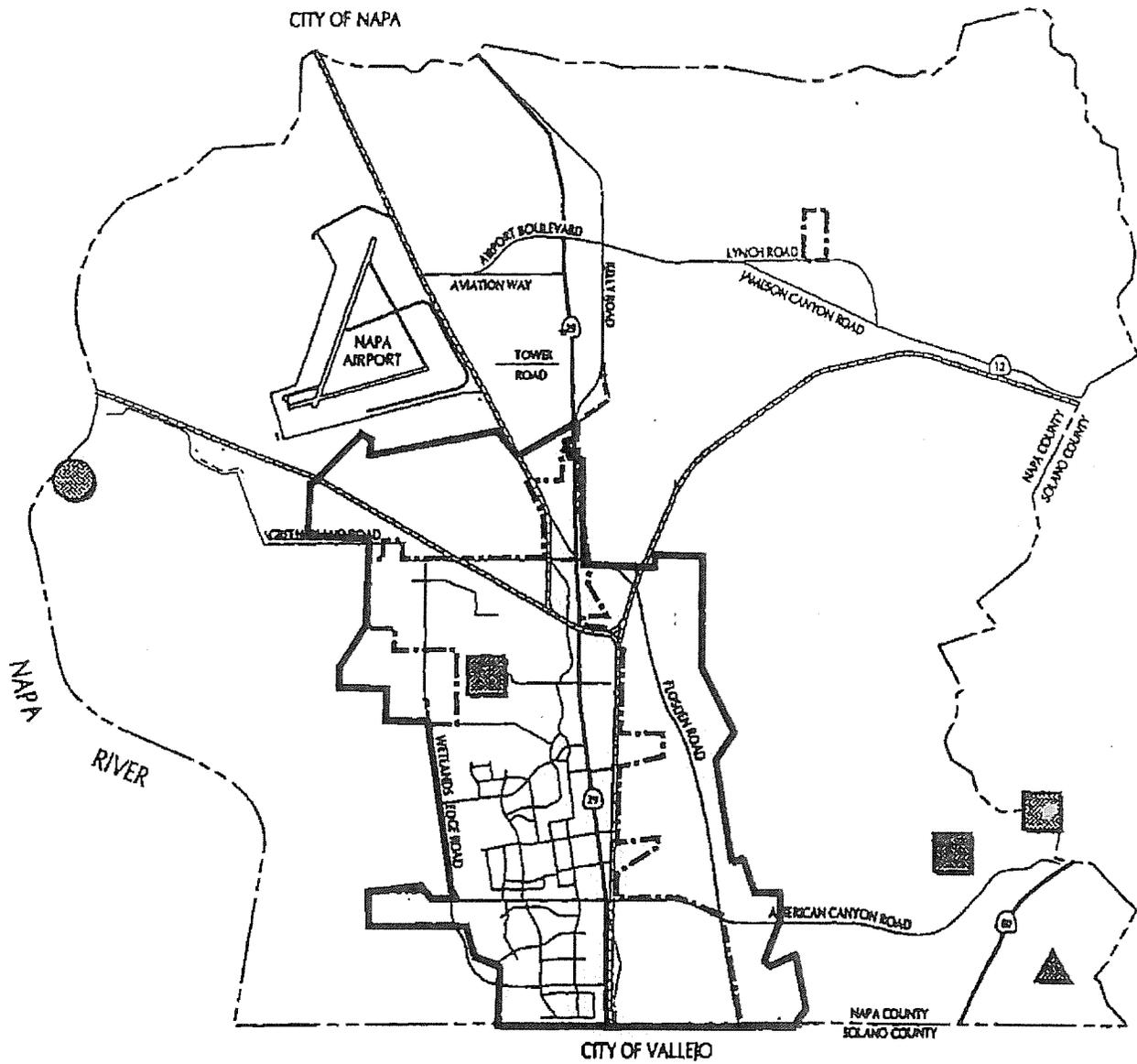
↑ NORTH

1982

Entomom Corporation Graphics

# American Canyon

GENERAL PLAN



**LEGEND**

- |  |                           |  |                                |
|--|---------------------------|--|--------------------------------|
|  | City of American Canyon   |  | Sand, Gravel and Rock Products |
|  | Planning Area             |  | Salt Operations                |
|  | City Urban Limit Line     |  | Mercury - Mine                 |
|  | Southern Pacific Railroad |  |                                |

SOURCE: Envirocom Corporation, 1993

Envirocom Corporation Graphics

**MINERAL DEPOSITS**

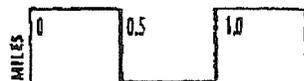
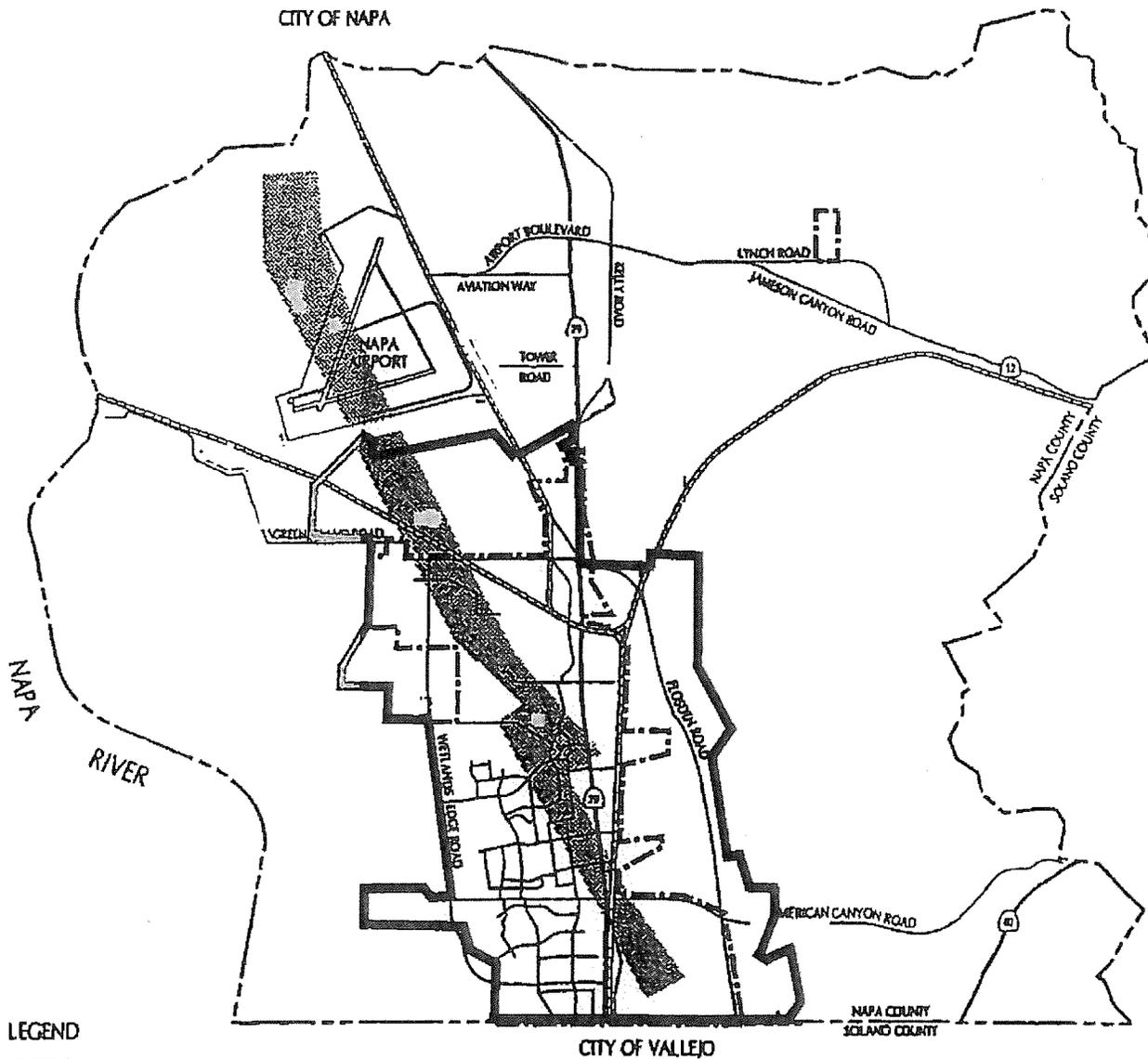


FIGURE 8-3

EXHIBIT 11  
8-21

# American Canyon

## GENERAL PLAN



- LEGEND**
- City of American Canyon
  - Planning Area
  - City Urban Limit Line
  - Southern Pacific Railroad
  - Alquist-Priolo Special Study Zone

SOURCE: Envirocon Corporation, 1993

Envirocon Corporation Graphics

WEST NAPA FAULT  
(ALQUIST-PRIOLO SPECIAL STUDY ZONE)

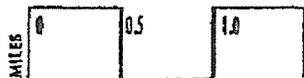
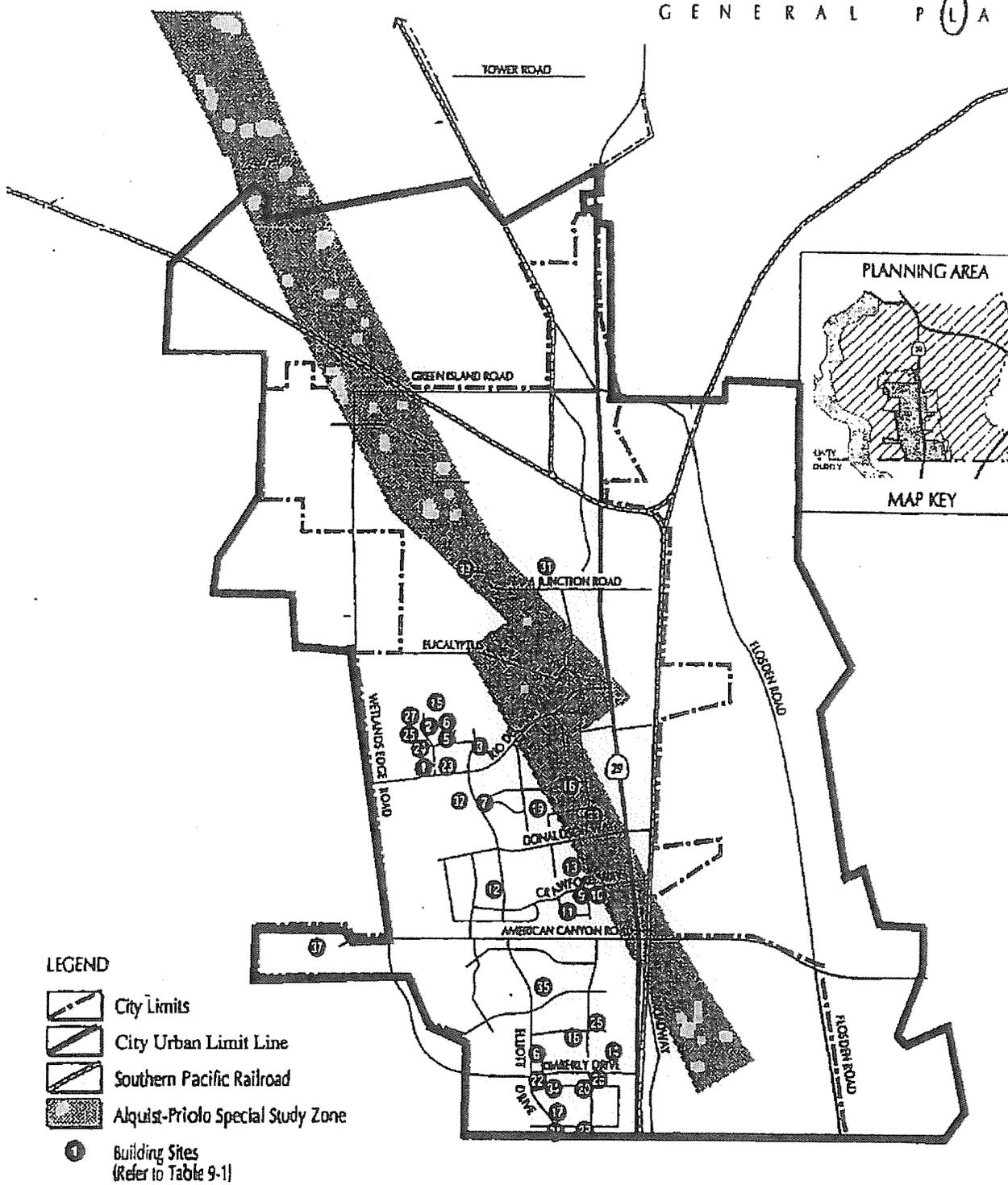


FIGURE 9-1

EXHIBIT 12  
9-6

# American Canyon

## GENERAL PLAN



SOURCE: City of American Canyon

Envicam Corporation Graphics

CRITICAL, SENSITIVE & HIGH  
OCCUPANCY BUILDINGS / SITES

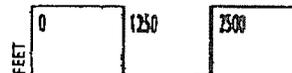


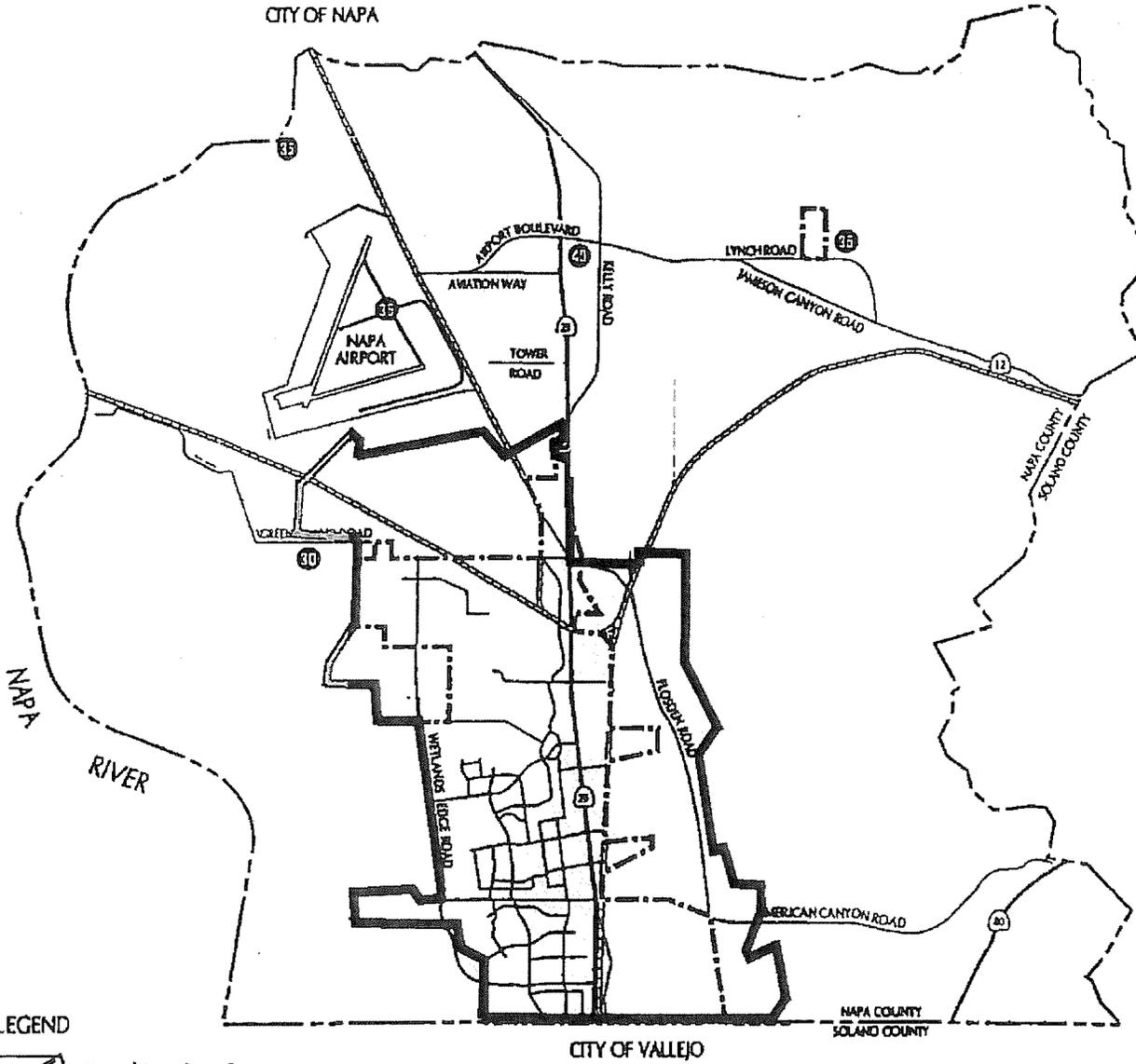
FIGURE 9-2a

EXHIBIT 13

9-9

# American Canyon

## GENERAL PLAN



**LEGEND**

- City of American Canyon
- Planning Area
- City Urban Limit Line
- Southern Pacific Railroad
- Building Sites  
(Refer to Table 9-1)

SOURCE: City of American Canyon

Envicom Corporation Graphics

### CRITICAL, SENSITIVE & HIGH OCCUPANCY BUILDINGS / SITES

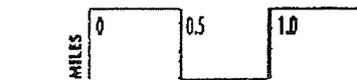
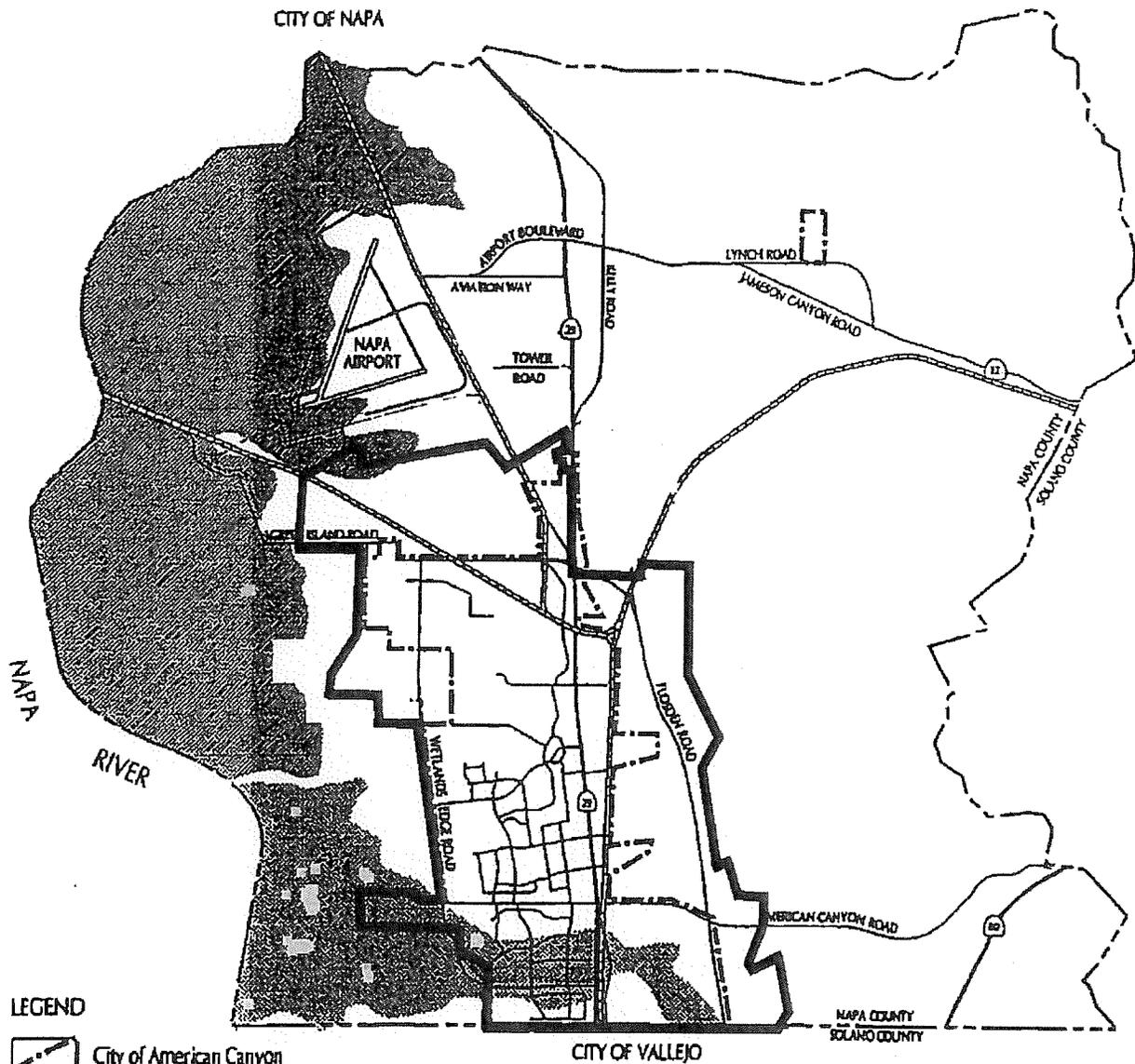


FIGURE 9-2b

EXHIBIT 14  
9-10



**LEGEND**

-  City of American Canyon
-  Planning Area
-  City Urban Limit Line
-  Southern Pacific Railroad
-  Inundation Area for Conn and Milliken Dams, and Rector Reservoir
-  Inundation Area for Summit Reservoir

SOURCE: Napa County Sensitivity Map

Enviro Corporation Graphics

**DAM / RESERVOIR FAILURE**

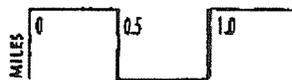
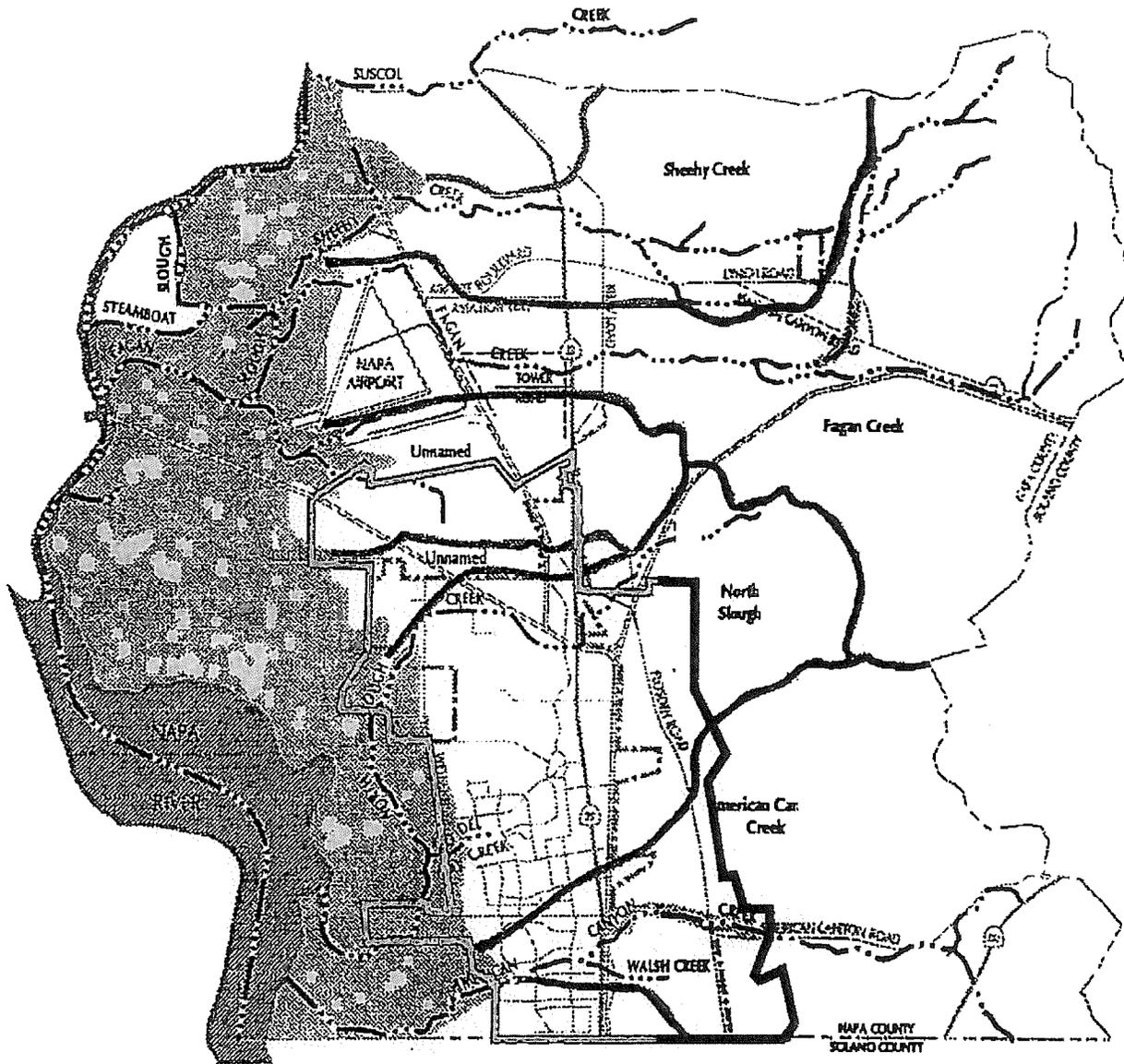


FIGURE 9-3

EXHIBIT 15  
9-15

# American Canyon

GENERAL PLAN



**LEGEND**

- |   |                           |   |                     |
|---|---------------------------|---|---------------------|
|  | City of American Canyon   |  | Drainage Course     |
|  | Planning Area             |  | Body of Water       |
|  | City Urban Limit Line     |  | 100 Year Flood Area |
|  | Southern Pacific Railroad |   |                     |
|  | Watershed Boundary        |   |                     |

SOURCE: West Yost Associates, 1993

 Envirom Corporation Gaphica

## MAJOR DRAINAGE FACILITIES AND 100 YEAR FLOOD EVENT

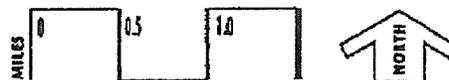
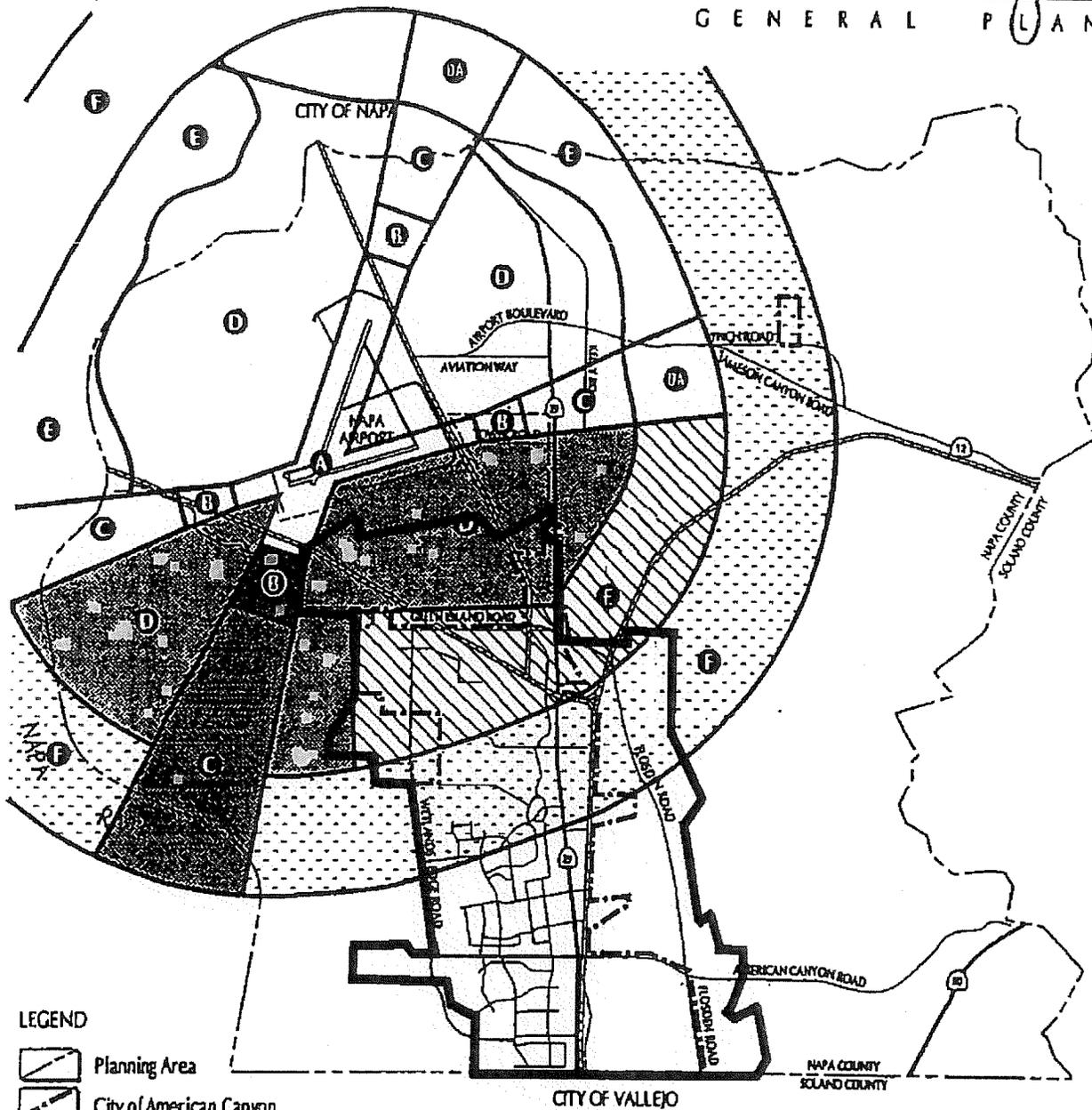


FIGURE 10-1

EXHIBIT 16  
10-5

# American Canyon

## GENERAL PLAN



**LEGEND**

- Planning Area
- City of American Canyon
- City Urban Limit Line
- Southern Pacific Railroad
- Zone B - "Inner Approach / Departure Zones"
  - Substantial Accident Risk
  - High Noise Levels
  - Low Overflights Below 100 Feet
- Zone C - "Outer Approach / Departure Zones"
  - Moderate Accident Risk
  - Substantial Noise
  - Low Overflights Below 300 Feet
- Zone D - "Traffic Pattern Area"
  - Moderate Accident Risk
  - Frequent Noise Intrusion
  - Routine Overflight Below 1000 Feet
- Zone E - "Common Flight Path"
  - Limited Accident Risk
  - Frequent Noise Intrusion
  - Overflight Annoyance
- Zone F - "Other Airport Environs"
  - Low Accident Risk
  - Overflight Annoyance

SOURCE: Napa County Airport Land Use Compatibility Plan, 1991

Envicom Corporation Graphics

**COMPATIBILITY PLAN**  
(Napa County Airport)

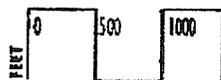


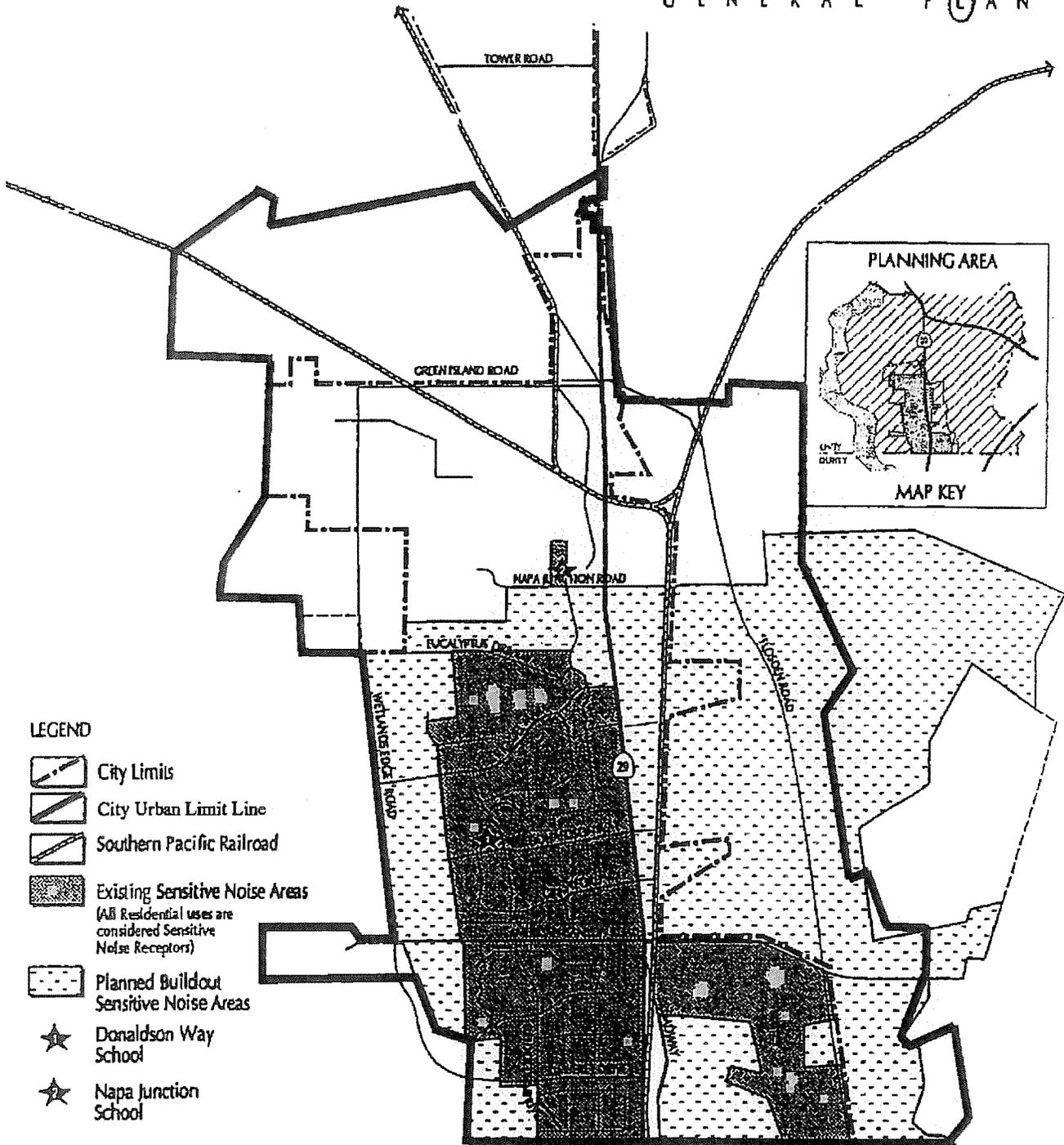
FIGURE 11-1

**EXHIBIT 17**

11-3

# American Canyon

## GENERAL PLAN



SOURCE: Envirocom Corporation, 1993

Envirocom Corporation Graphics

**SENSITIVE  
NOISE AREAS**

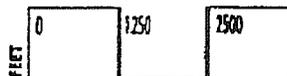
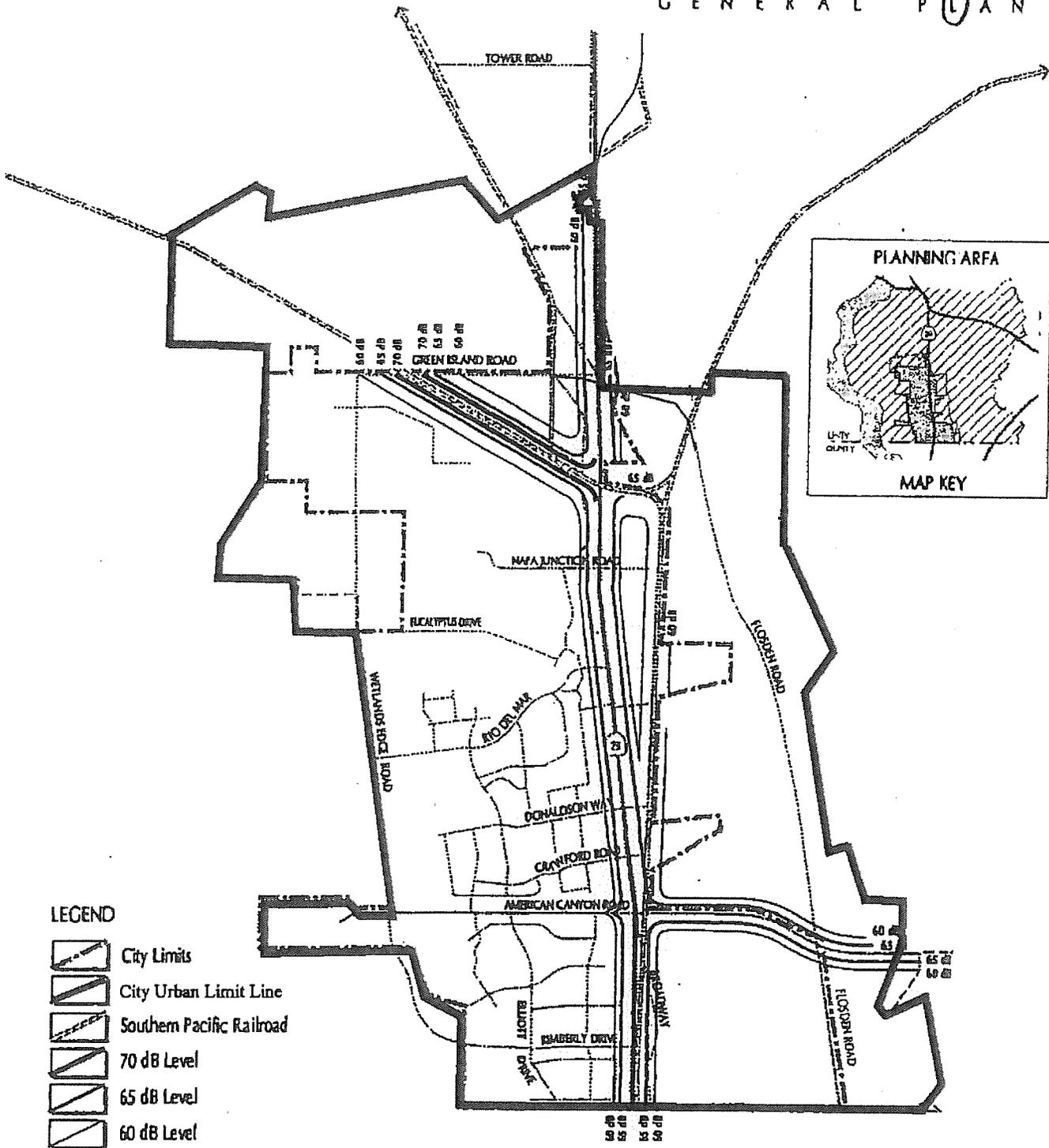


FIGURE 11-3

EXHIBIT 18

# American Canyon

## GENERAL PLAN



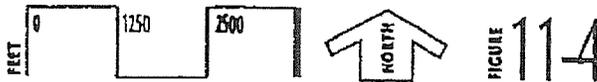
**LEGEND**

- City Limits
- City Urban Limit Line
- Southern Pacific Railroad
- 70 dB Level
- 65 dB Level
- 60 dB Level

SOURCE: Envirocam Corporation, 1993

Envirocam Corporation Graphics

**GENERALIZED EXISTING NOISE CONTOURS  
(CITY OF AMERICAN CANYON)**

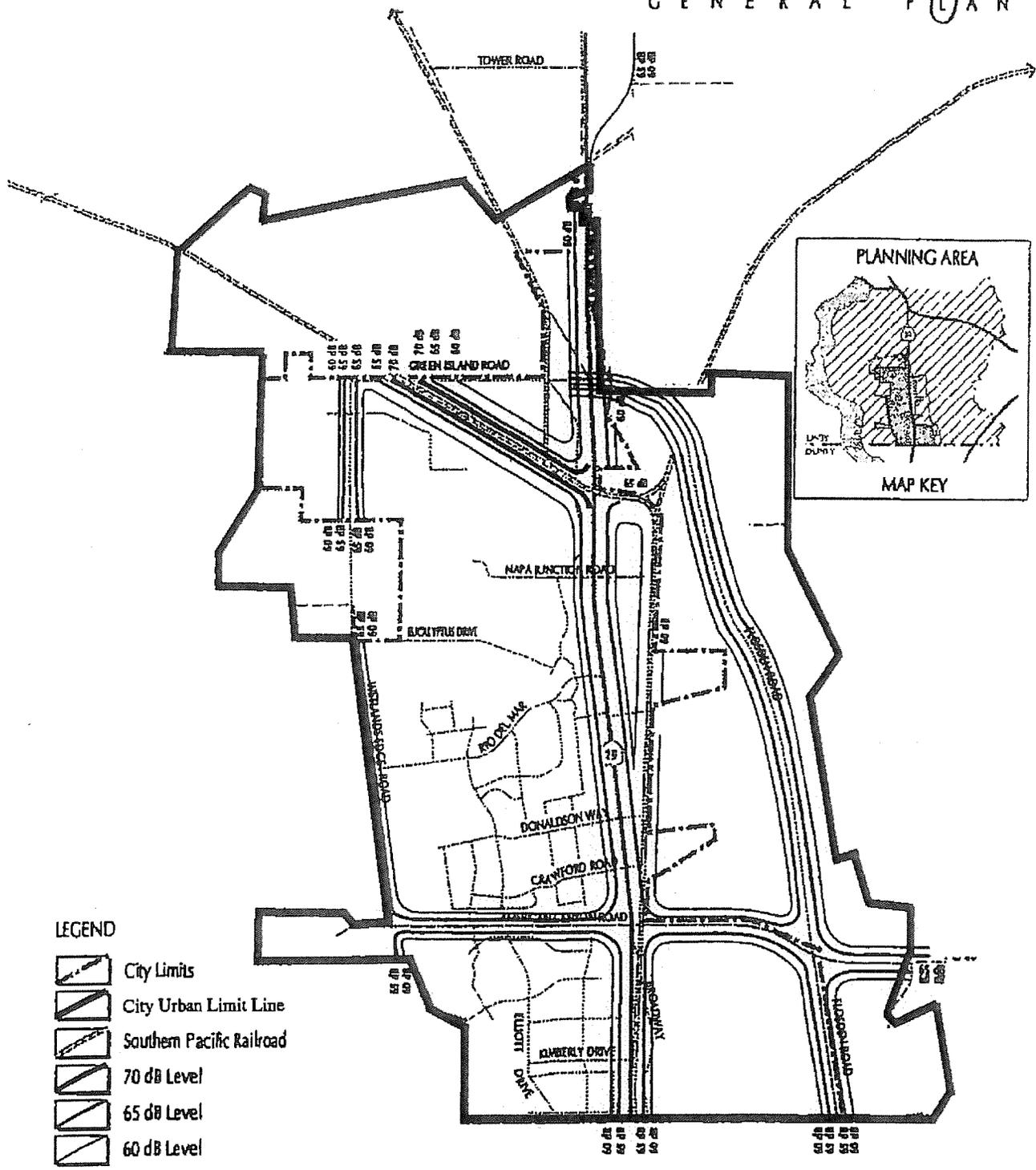


**EXHIBIT 19**

11-8

# American Canyon

## GENERAL PLAN



- LEGEND**
- City Limits
  - City Urban Limit Line
  - Southern Pacific Railroad
  - 70 dB Level
  - 65 dB Level
  - 60 dB Level

SOURCE: Envirocon Corporation, 1993

Envirocon Corporation Graphics

GENERALIZED FUTURE NOISE CONTOURS  
(CITY OF AMERICAN CANYON)

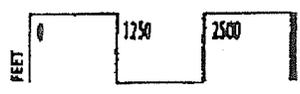
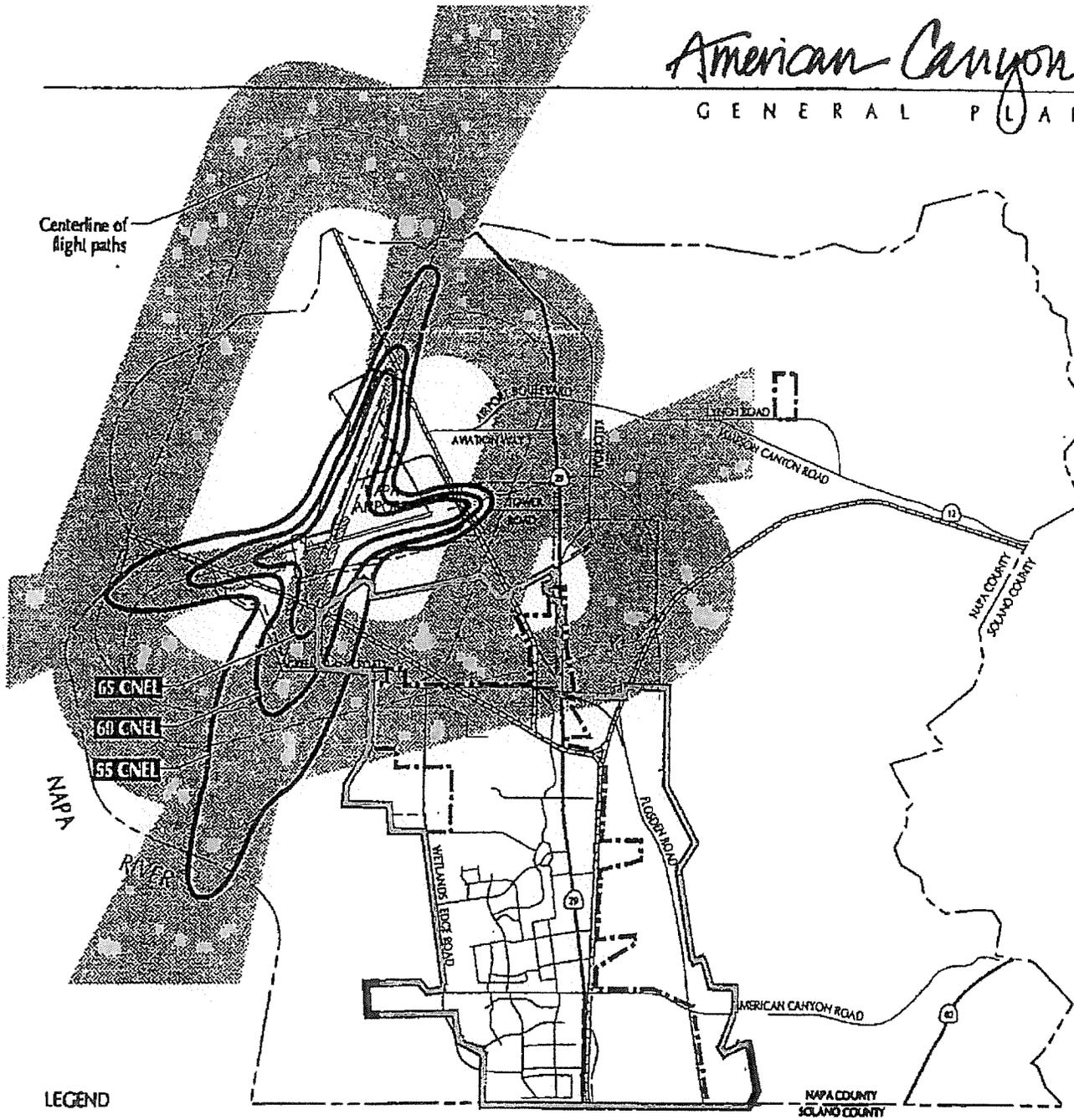


FIGURE 11-4a

EXHIBIT 20  
11-9

# American Canyon

## GENERAL PLAN



- LEGEND**
- City of American Canyon
  - City Urban Limit Line
  - Proposed City Urban Limit Line
  - Southern Pacific Railroad
  - Traffic Patterns & Overflight Areas

SOURCE: Napa County Airport Compatibility Plan, 1991

Envicom Corporation Graphics

### NAPA COUNTY AIRPORT NOISE IMPACTS

MILES 0 0.5 1.0

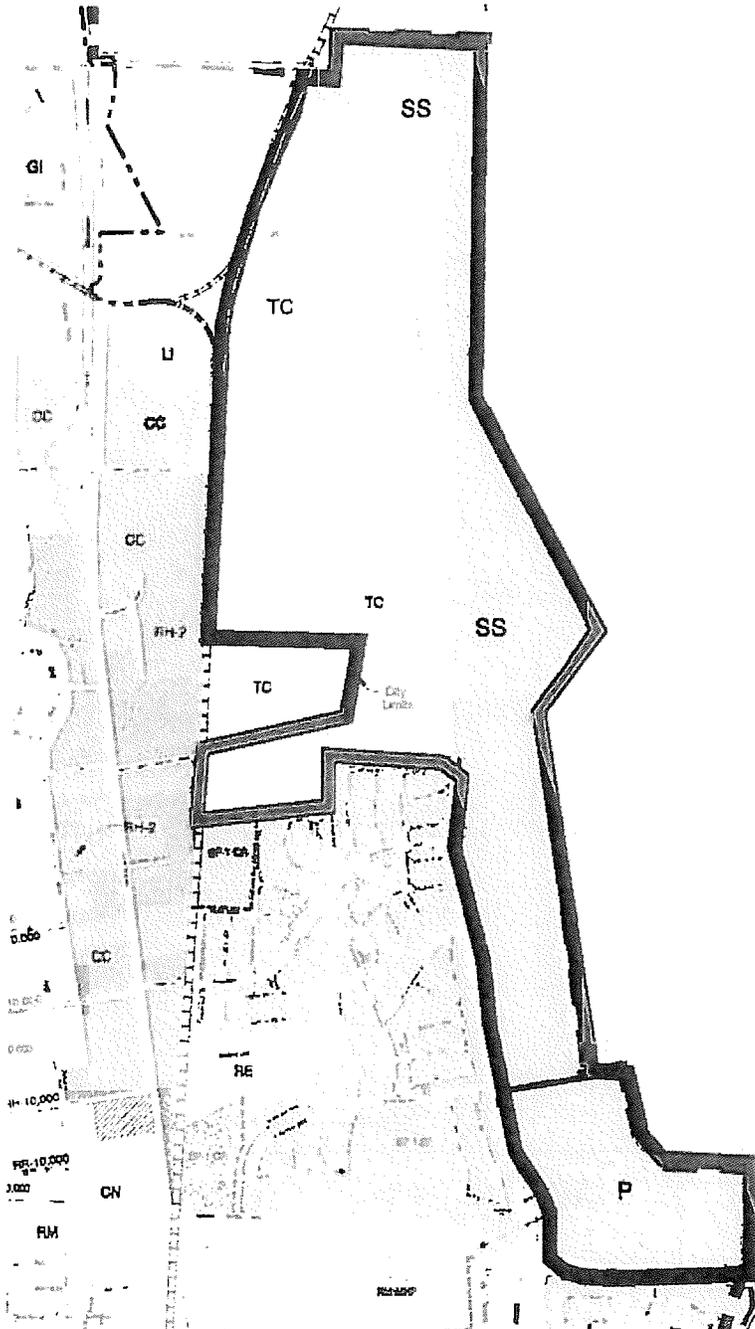
NORTH

FIGURE 11-5

EXHIBIT 21  
11-10

# Legend

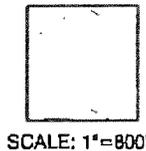
- TC Town Center Zone District  
REF: Chapter 19.12 of the American Canyon Zoning Ordinance
- SS Special Study Zone District  
REF: Chapter 19.50 of the American Canyon Zoning Ordinance
- P Public Zone District  
REF: Chapter 19.13 of the American Canyon Zoning Ordinance
-  Prezoning Boundary



The Prezoning Boundary includes all of Assessor Parcel Numbers 057-120-017, 059-020-008, 059-020-009, 059-020-010, 059-020-011, 059-020-026, 059-020-030, 059-020-032, 059-040-057 and 059-040-066, and a portion of 059-020-029, 059-030-004, 059-030-030, 059-040-048, 059-040-049 and 059-040-050.

Amends the Official Zoning Map of the Zoning Ordinance of the City of American Canyon, Title 19, Chapter 19.03 of the Municipal Code, Section 19.03.010, Ordinance No. 2001-02 §1 (part), 2001.

Note: The boundary line between the Town Center Zone District and the Special Study Zone District, which is shown by a dotted line on this Exhibit 22, shall generally be the alignment of the extension of the Newell Road (formerly known as Flosden Road) adopted by the City of American Canyon City Council.



**Exhibit 22**

**INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS**

The City Attorney of American Canyon has prepared the following title and summary of the chief purpose and points of the proposed measure:

**CITY OF AMERICAN CANYON CITY URBAN LIMIT LINE AND PREZONING ACT**

The proposed initiative would establish a City Urban Limit Line for the City of American Canyon to guide future growth and development in a manner consistent with the City of American Canyon General Plan, and prezone certain lands within the City of American Canyon ("City") Urban Limit Line which are not already within the City's boundaries. The measure would do this by amending both the City General Plan and the City Zoning Ordinance. The proposed initiative would, by amending the City General Plan: (1) create a City Urban Limit Line around the entire City; (2) revise multiple figures in the General Plan to reflect the City Urban Limit Line; and add text about the City Urban Limit Line to the General Plan. The proposed initiative would amend the City's existing Zoning Map to prezone specific areas outside the City limits, but within the City Urban Limit Line. "Prezoning" is a method to establish zoning for unincorporated territory the City wishes to annex. The proposed initiative would also expand the area known as the Town Center project by amending figures and text contained in the City General Plan. The proposed initiative would also amend the City Zoning Ordinance with respect to the Town Center District and create a new zoning district entitled "Special Study Zone District." The City Urban Limit Line established by the proposed measure could only be changed by a subsequent vote of the voters of the City at a City election and would remain in effect until January 1, 2030.

**NOTICE TO THE PUBLIC: THIS PETITION MAY BE CIRCULATED BY A PAID SIGNATURE GATHERER OR A VOLUNTEER. YOU HAVE THE RIGHT TO ASK.**

ALL SIGNERS OF THIS PETITION MUST BE REGISTERED VOTERS OF THE CITY OF AMERICAN CANYON.

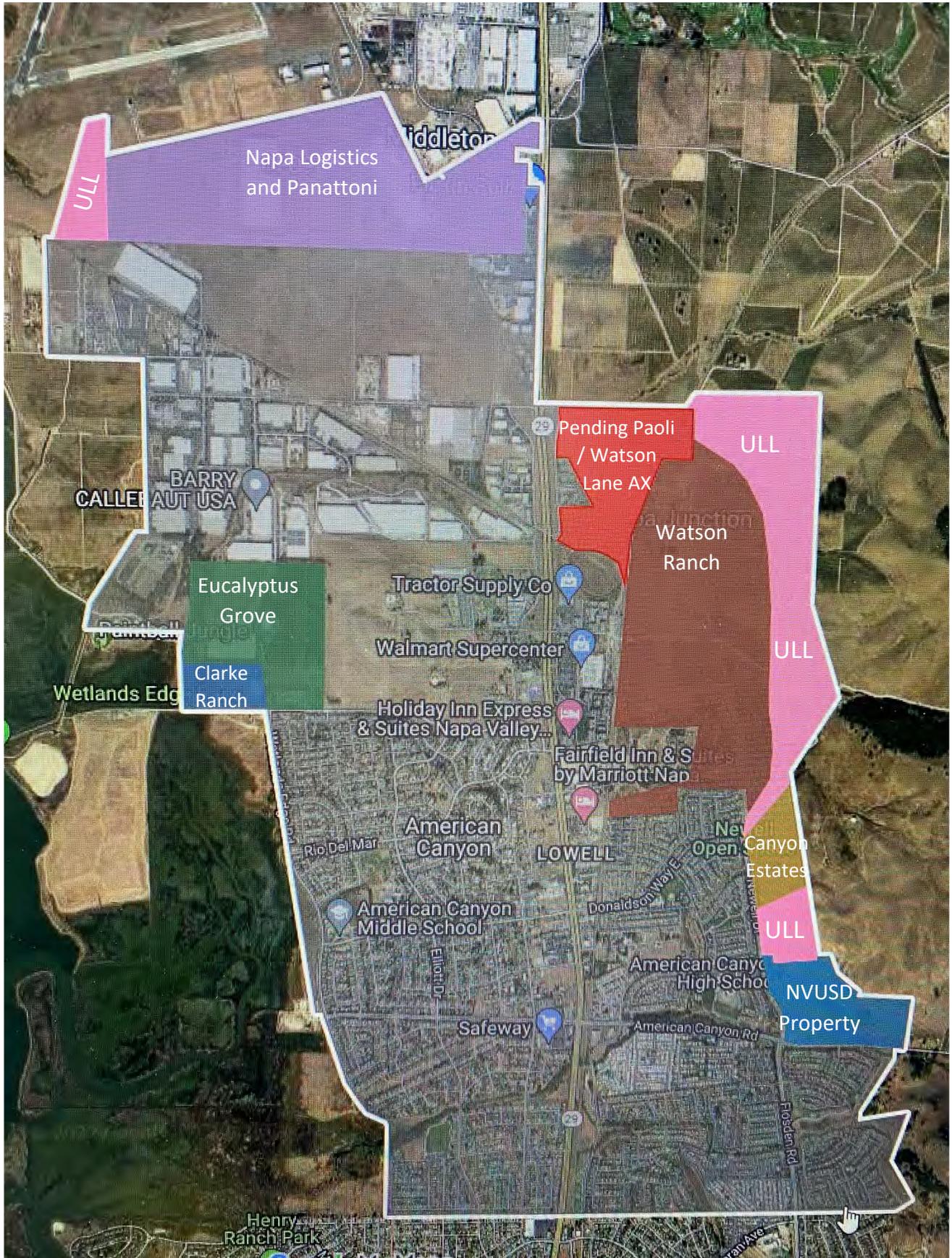
Official Use Only

**REGISTERED VOTERS ONLY**

**REGISTERED VOTERS ONLY**

<b>NEW REGISTRATION</b>	1. _____ Print Your Name	_____ <small>Residence Address ONLY</small>	
	_____ <small>Sign as Registered To Vote</small>	_____ <small>City</small> _____ <small>Zip</small>	
<b>NEW REGISTRATION</b>	2. _____ Print Your Name	_____ <small>Residence Address ONLY</small>	
	_____ <small>Sign as Registered To Vote</small>	_____ <small>City</small> _____ <small>Zip</small>	
<b>NEW REGISTRATION</b>	3. _____ Print Your Name	_____ <small>Residence Address ONLY</small>	
	_____ <small>Sign as Registered To Vote</small>	_____ <small>City</small> _____ <small>Zip</small>	
<b>NEW REGISTRATION</b>	4. _____ Print Your Name	_____ <small>Residence Address ONLY</small>	
	_____ <small>Sign as Registered To Vote</small>	_____ <small>City</small> _____ <small>Zip</small>	
<b>NEW REGISTRATION</b>	5. _____ Print Your Name	_____ <small>Residence Address ONLY</small>	
	_____ <small>Sign as Registered To Vote</small>	_____ <small>City</small> _____ <small>Zip</small>	

Urban Limit Line  
Annexations Labelled  
Remaining ULL Shown in Pink



## POTENTIALLY SIGNIFICANT ENVIRONMENTAL IMPACTS

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Greenhouse Gas Emissions
- Land Use and Planning
- Noise
- Population and Housing
- Public Services and Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire
- Cumulative Effects
- Growth Inducing Effects

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Greenhouse Gas Emissions
- Land Use and Planning
- Noise
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- Public Services and Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire
- Cumulative Effects
- Growth Inducing Effects

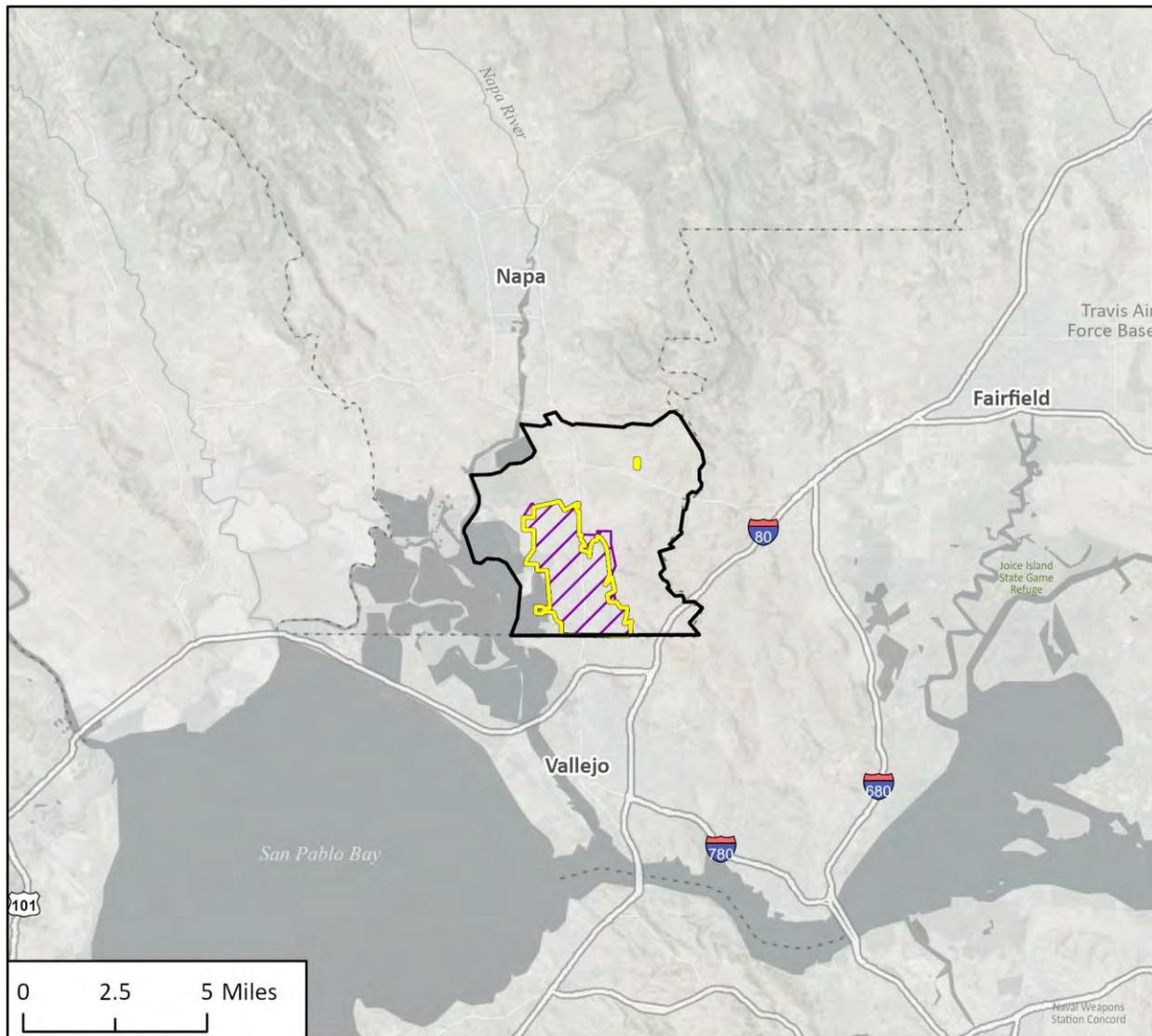
When the Draft EIR is completed, it will be available for review at the City’s offices located at 4381 Broadway Street, Suite 201, American Canyon, California 94503 and online at: <https://www.cityofamericancanyon.org/government/community-development/planning-zoning/general-plan-update>. The City will issue a Notice of Availability of a Draft EIR at that time to inform the public and interested agencies, groups, and individuals of how to access the Draft EIR and provide comments.

If you have questions regarding this NOP or the scoping meeting, please contact Brent Cooper at (707) 647-4335 or via email at [bcooper@cityofamericancanyon.org](mailto:bcooper@cityofamericancanyon.org)

\_\_\_\_\_  
Brent Cooper, Community Development Director

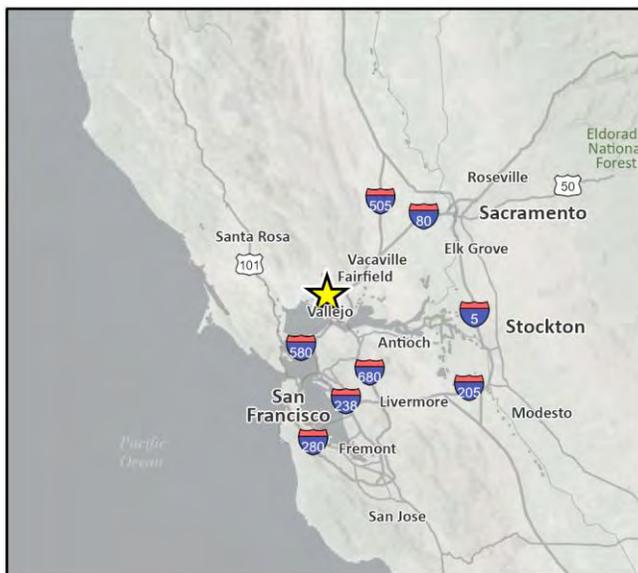
\_\_\_\_\_  
Date

Figure 1 Regional Location



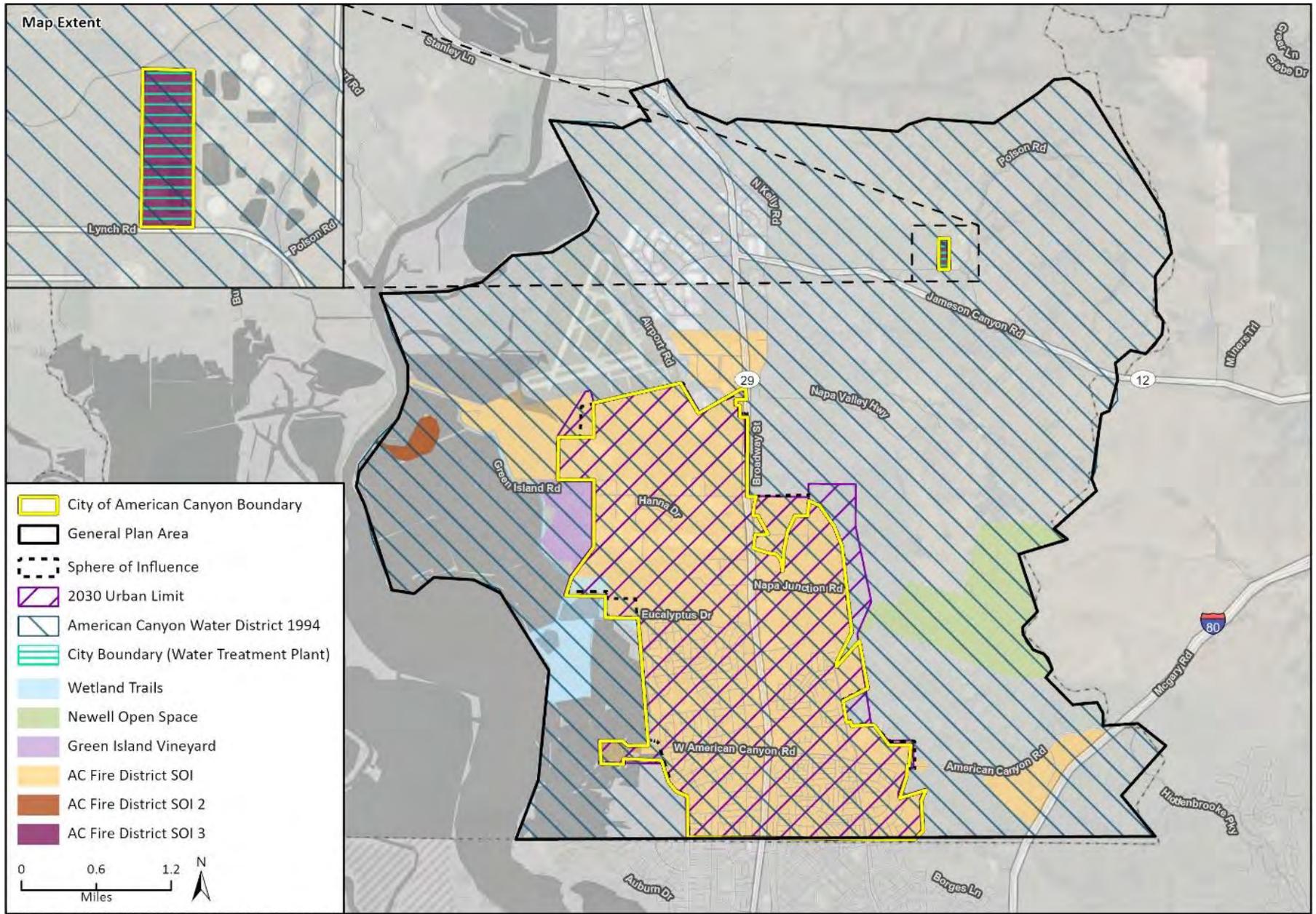
Basemap provided by Microsoft Bing, Esri and their licensors © 2022.  
 Additional data provided by the City of American Canyon, 2022.

-  City of American Canyon Boundary
-  General Plan Area
-  2030 Urban Limit
-  Project Location



American Canyon GIS and GIS

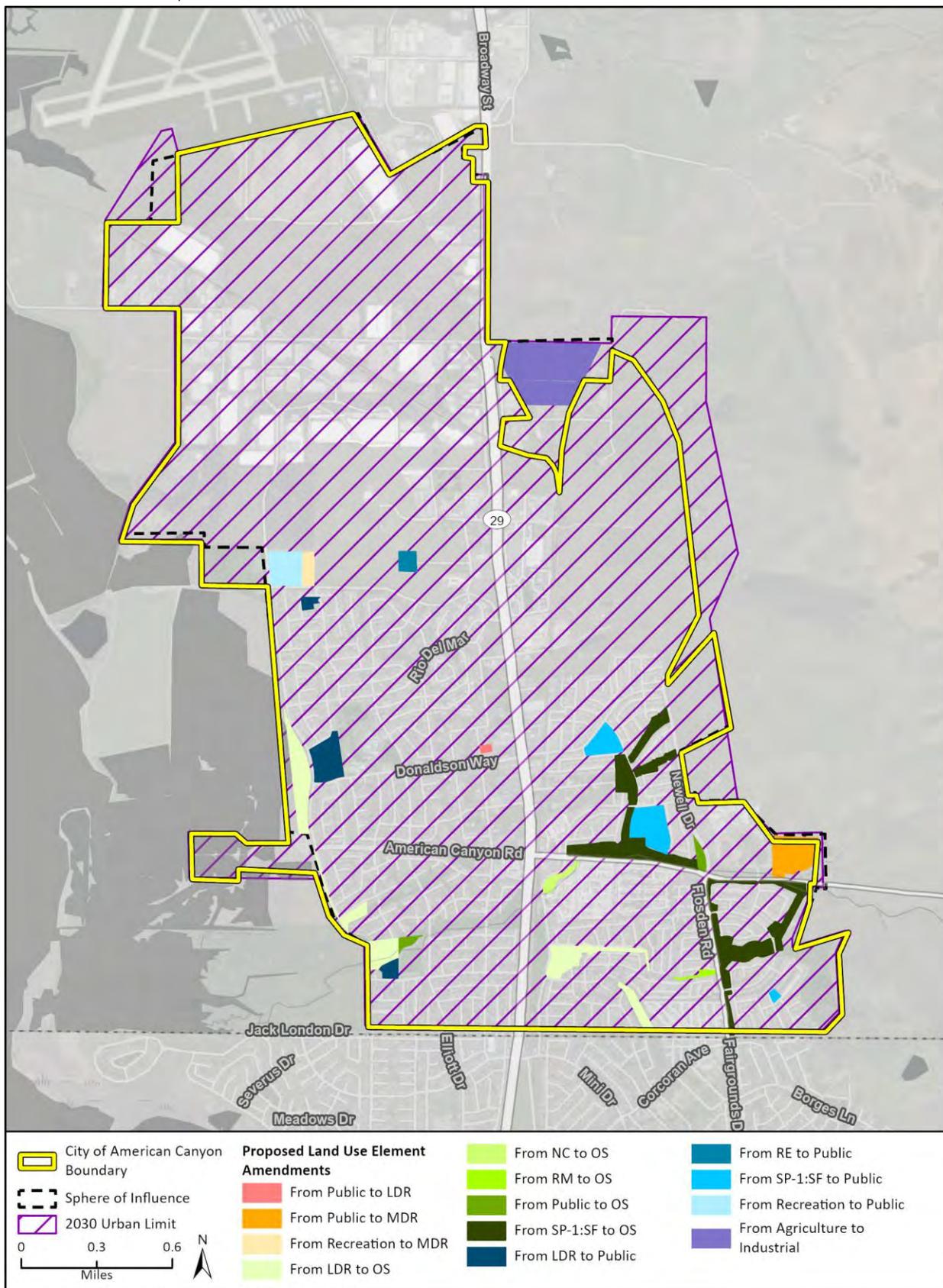
Figure 2 Project Location



Base map provided by Microsoft Bing, Esri and their licensors © 2022.  
 Additional data provided by the City of American Canyon, 2022.

City of American Canyon  
 2022 Planning Department

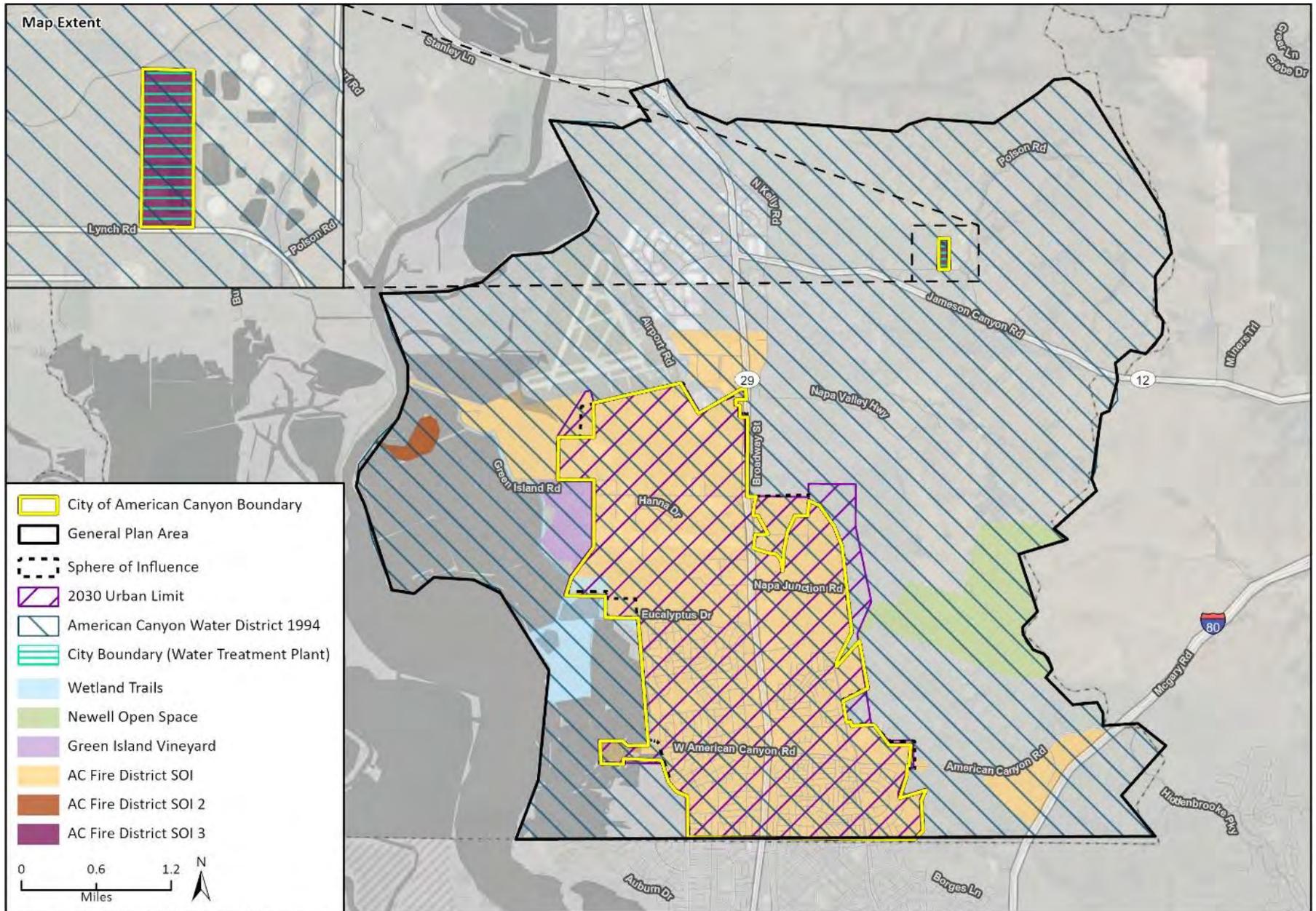
Figure 3 Area of Proposed Land Use Element Amendments



Basemap provided by Microsoft Bing, Esri and their licensors © 2022.  
 Additional data provided by the City of American Canyon, 2022.

American Canyon GIS and GIS  
 GIS & Research Unit - The Planning Department

General Plan Study Area



**Map Extent**

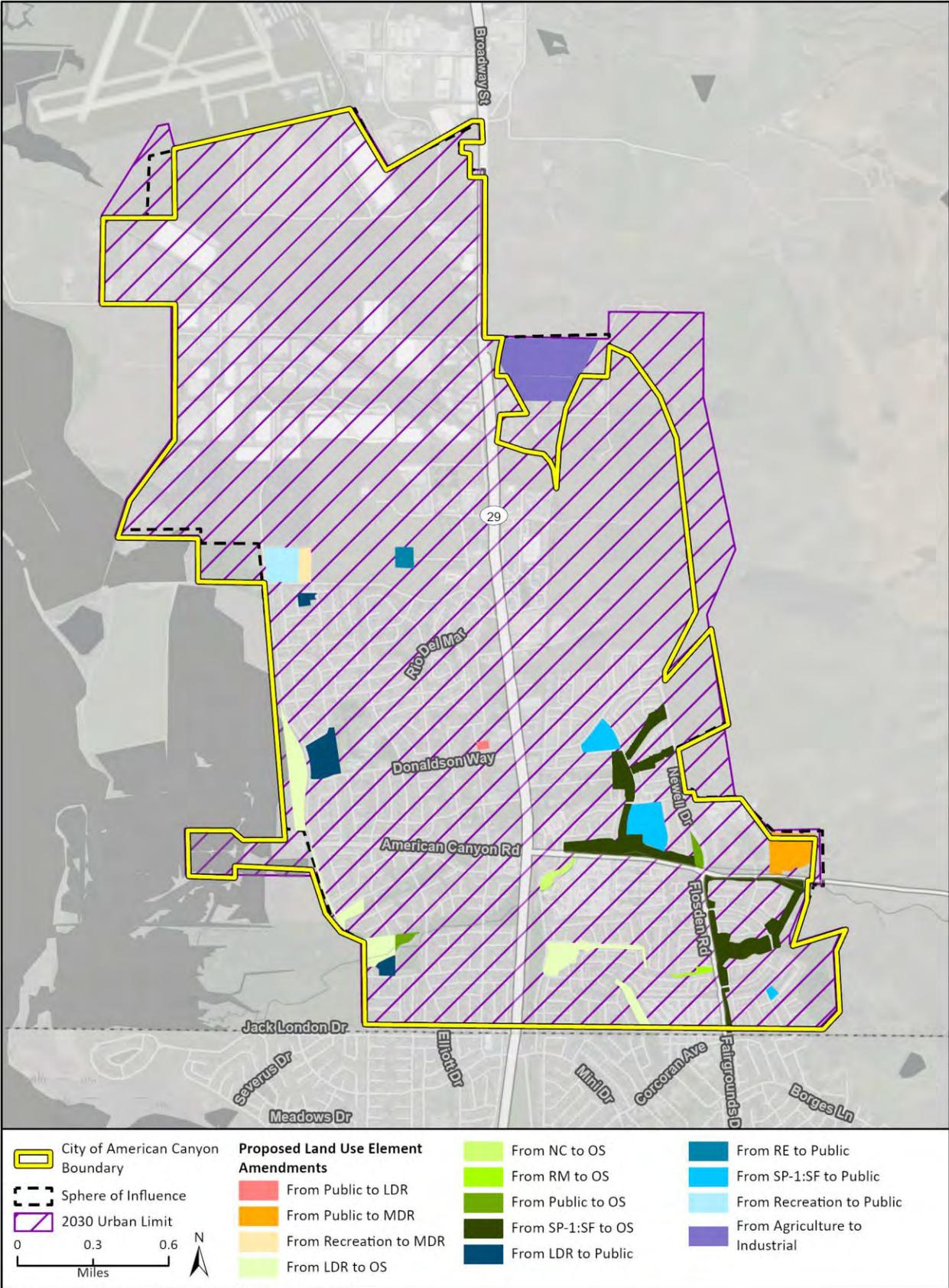
- City of American Canyon Boundary
- General Plan Area
- Sphere of Influence
- 2030 Urban Limit
- American Canyon Water District 1994
- City Boundary (Water Treatment Plant)
- Wetland Trails
- Newell Open Space
- Green Island Vineyard
- AC Fire District SOI
- AC Fire District SOI 2
- AC Fire District SOI 3

0 0.6 1.2 Miles

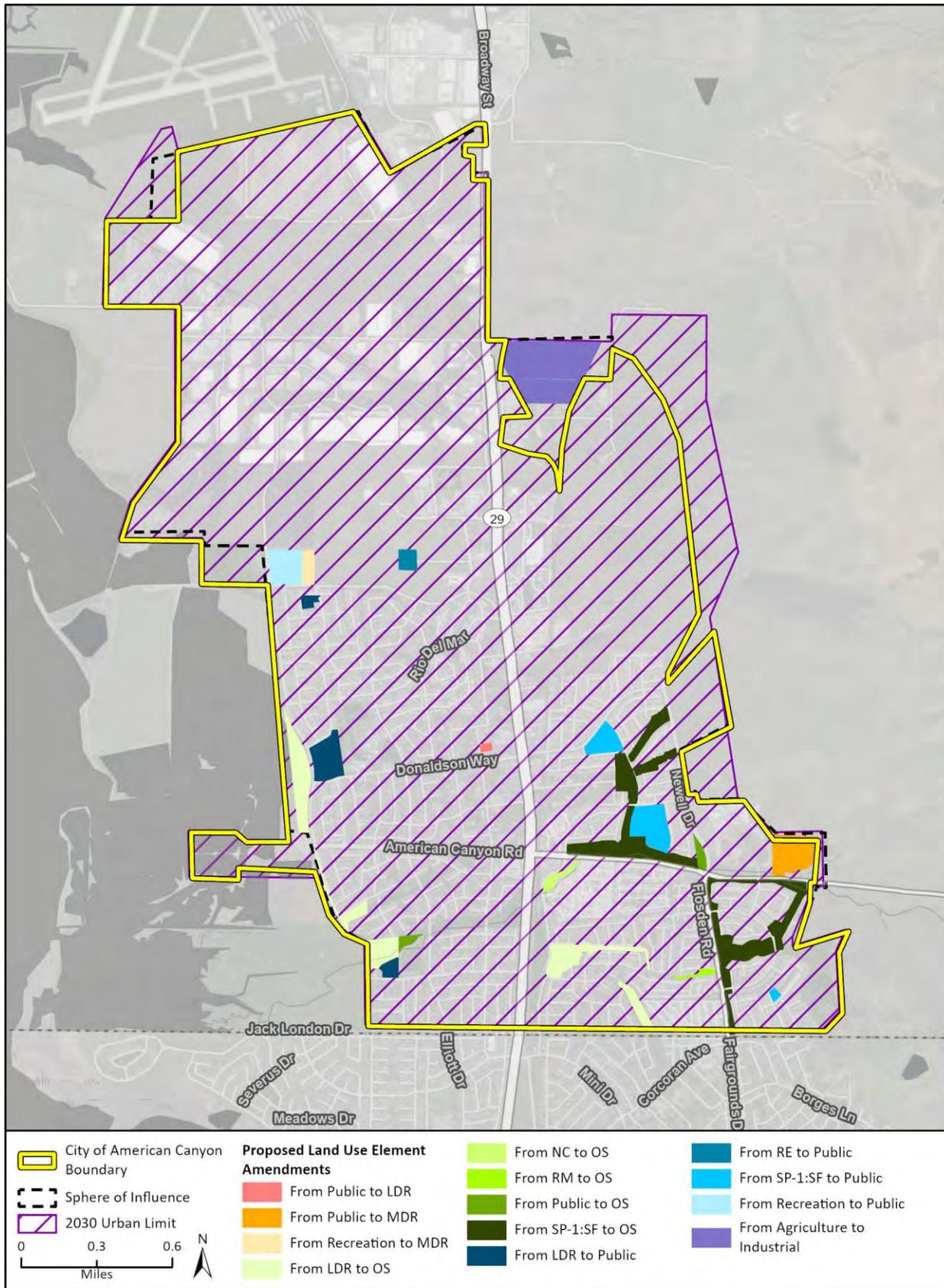
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Basemap provided by Microsoft Bing, Esri and their licensors © 2022.  
 Additional data provided by the City of American Canyon, 2022.

Figure 1 Area of Proposed Land Use Element Amendments



Proposed Land Use Element Amendments



Basemap provided by Microsoft Bing, Esri and their licensors © 2022.  
 Additional data provided by the City of American Canyon, 2022.

American Canyon GIS and GIS  
 10000 Broadway Blvd, Suite 100, American Canyon, CA 94926



## NOTICE OF PREPARATION City of American Canyon General Plan Update

**Date:** April 19, 2022

**To:** Reviewing Agencies, Interested Parties, and Organizations

**Subject:** Notice of Preparation of a Draft Environmental Impact Report for the City of American Canyon General Plan Update

The City of American Canyon (City) is preparing an update to the City's General Plan. The City has determined that a Program Environmental Impact Report (EIR) will be necessary to evaluate environmental impacts of the General Plan Update pursuant to the California Environmental Quality Act (CEQA). In compliance with CEQA, the City will be the Lead Agency and will prepare the Program EIR. The City is requesting comments and guidance on the scope and content of the Program EIR from responsible and trustee agencies, interested public agencies, organizations, and the general public (CEQA Guidelines Section 15082).

This Notice of Preparation (NOP) provides a summary of the General Plan Update; includes the City's preliminary identification of the potential environmental issues to be analyzed in the EIR; and provides information on how to comment on the scope of the EIR.

**Notice of Preparation Public Review Period:** April 19, 2022 to May 19, 2022

The City requests your careful review and consideration of this notice, and it invites any and all input and comments from interested agencies, persons, and organizations regarding the preparation of the Program EIR. Comments and responses to this notice must be in writing and submitted to the Lead Agency Contact through May 19, 2022 at 4:00 p.m. If applicable, please indicate a contact person for your agency or organization. If your agency is a responsible agency as defined by CEQA Guidelines Section 15381, your agency may use the environmental documents prepared by the City when considering permits or approvals for action regarding the project.

**Lead Agency Contact:**

Brent Cooper, Community Development Director  
 City of American Canyon Community Development Department  
 4381 Broadway Street, Suite 201  
 American Canyon, California 94503  
[bcooper@cityofamericancanyon.org](mailto:bcooper@cityofamericancanyon.org)

**Written Comments:** Please submit written comments within 30 days of the date of this notice to any of the below by 4:00 p.m. on May 19, 2022:

- Email: [njones@cityofamericancanyon.org](mailto:njones@cityofamericancanyon.org)
- Regular Mail: Nicolle Jones, Community Development Department, City of American Canyon, 4381 Broadway Street, Suite 201, American Canyon, California 94503

**Public Scoping Meeting:** The City will hold a virtual scoping meeting to provide an opportunity for agency staff and interested members of the public to submit written and oral comments on the scope of the environmental issues to be addressed in the EIR. The scoping meeting will be held on **Wednesday, May 5, 2022 at 6:00 p.m.** To attend the scoping meeting, go to <https://zoom.us/join>.

Webinar ID: 879 2535 9973

Passcode: 253149

Dial: (408) 638 0968

The scoping presentation will be available to view after May 9, 2022 on <https://www.cityofamericancanyon.org/government/city-hall/city-clerk/meetings-agendas>.

**Project Background:** The City must undertake a technical update to its General Plan to ensure the General Plan is internally consistent and maintains a balance of land uses; maintains and supports quality-of-life, community satisfaction, and safety for all residents; and meets new State requirements. A Regional Location map is included as Figure 1.

**Project Location:** The General Plan Update will encompass the City of American Canyon city limits, the Sphere of Influence, Urban Limit Line, and historic water service area (Figure 2).

**Proposed Project:** The American Canyon General Plan update will serve as a long-term framework for future growth and development. The General Plan represents the community's view of its future and contains the goals and polices upon which the City Council, Planning Commission, staff, and the entire community will base land use and resource decisions. To provide a contemporary plan that will guide the community through the next 20 years, the General Plan update will reflect recent development decisions and changes in State law. Major components of the comprehensive technical General Plan Update include:

- **Land Use Element.** This element will resolve inconsistencies between existing and General Plan land uses and accommodate land use amendments for certain properties owned by the Napa Valley Unified School District. Proposed land use amendments are depicted in Figure 3.
- **Circulation Element.** This element will incorporate Vehicle Miles Travelled policies consistent with Senate Bill 743 (SB 743); incorporate the "West Side Connector" roadway alignment; update street standards for all modes, including pedestrians, bicyclists, and transit consistent with the California Complete Streets Act.
- **Community Services Element.** This element will focus on goals and policies related to public services, including police, fire, and emergency services.
- **Open Space and Recreation Element.** This element will address the wide variety of parks, trails, and open spaces serving the diverse recreation needs of American Canyon residents, particularly youth, and

emphasize the unique features of the City’s natural environment – from the Newell Open Space to the east to the wetlands and trails to the west.

- **Conservation Element.** This element will consider the effects of existing and planned development on natural resources located on public lands, including military installations, consistent with Government Code Section 65302(d). This Element will address State law requirements, including air quality, greenhouse gas emissions, and climate change adaptation.
- **Safety Element.** This element will cover seismic activity, other geologic hazards, fire hazards, hazardous materials, flooding, and other potential hazards, consistent with Government Code Section 65302(g). It will also address resiliency and risks from natural hazards in American Canyon, pursuant to SB 379. This element update will require a vulnerability analysis to comply with State law.
- **Noise Element.** This element will noise element requirements, consistent with Government Code Section 65302(f), including new existing noise contours as well as projected noise contours based on future traffic volumes projected to arise from improvements planned for in the Circulation Element.
- **Housing Element.** This element will be an update for the 2022-2030 RHNA cycle to adequately plan to meet the housing needs of everyone in the community, consistent with Government Code Section 65583. Due to State-Mandated deadlines, the Housing Element update is anticipated to be completed earlier than the rest of the comprehensive technical General Plan update.
- **Implementation.** This chapter will be a comprehensive implementation strategy with discrete, tangible actions that the City will undertake to carry out all the Plan’s goals, policies, and objectives. It will also highlight goals, policies, and programs related to administration of the General Plan. The chapter will detail timing, potential funding sources, and the responsible parties for each implementation measure.

**Project Alternatives:** The EIR will evaluate a reasonable range of project alternatives that, consistent with CEQA, meet most of the project objectives and reduce or avoid potential environmental effects, including a required No Project Alternative.

**Potential Environmental Effect Areas:** The EIR will describe the reasonably foreseeable and potentially significant adverse effects of the proposed project (both direct and indirect). The EIR also will evaluate the cumulative impacts of the project when considered in conjunction with other related past, present, and reasonably foreseeable future projects. The City preliminarily anticipates that the proposed project could result in potentially significant environmental impacts in the following topic areas, which will be further evaluated in the EIR.

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Greenhouse Gas Emissions
- Land Use and Planning
- Noise
- Population and Housing
- Public Services and Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire
- Cumulative Effects
- Growth Inducing Effects

When the Draft EIR is completed, it will be available for review at the City's offices located at 4381 Broadway Street, Suite 201, American Canyon, California 94503 and online at: <https://www.cityofamericancanyon.org/government/community-development/planning-zoning/general-plan-update>. The City will issue a Notice of Availability of a Draft EIR at that time to inform the public and interested agencies, groups, and individuals of how to access the Draft EIR and provide comments.

If you have questions regarding this NOP or the scoping meeting, please contact Brent Cooper at (707) 647-4335 or via email at [bcooper@cityofamericancanyon.org](mailto:bcooper@cityofamericancanyon.org)

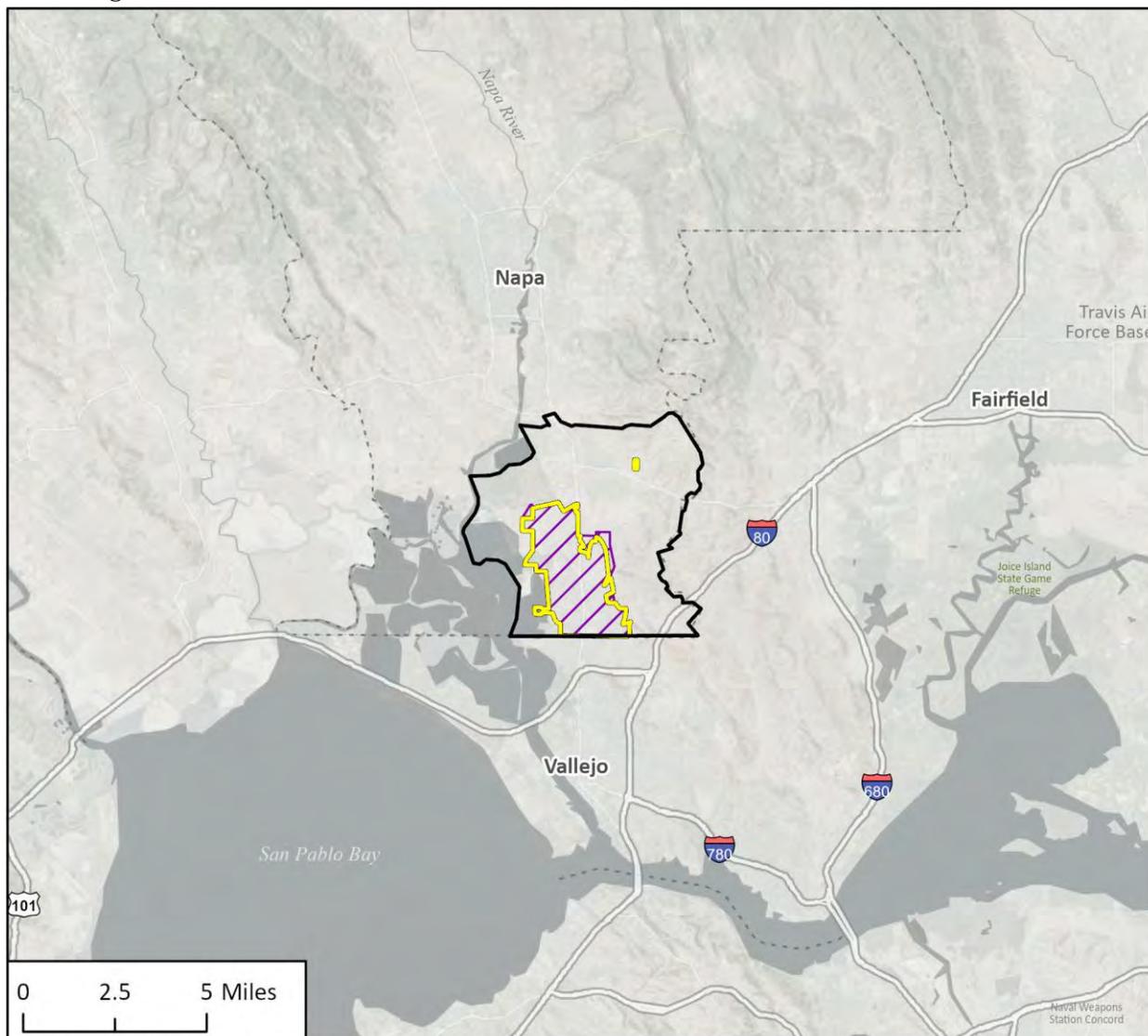
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Brent Cooper, Community Development Director

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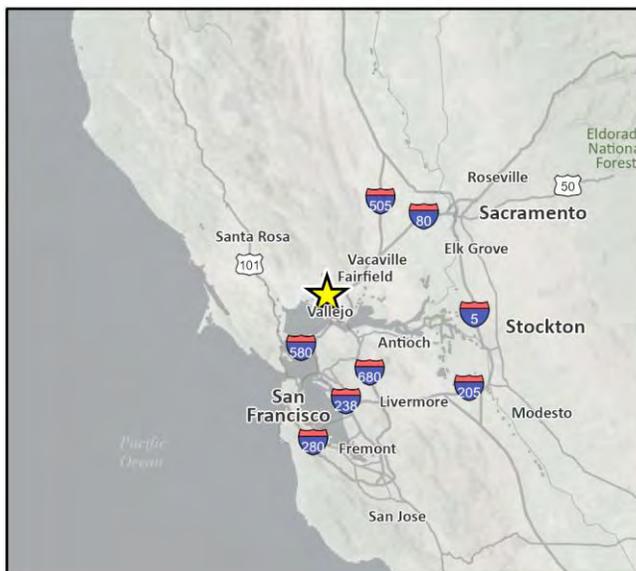
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Figure 1 Regional Location



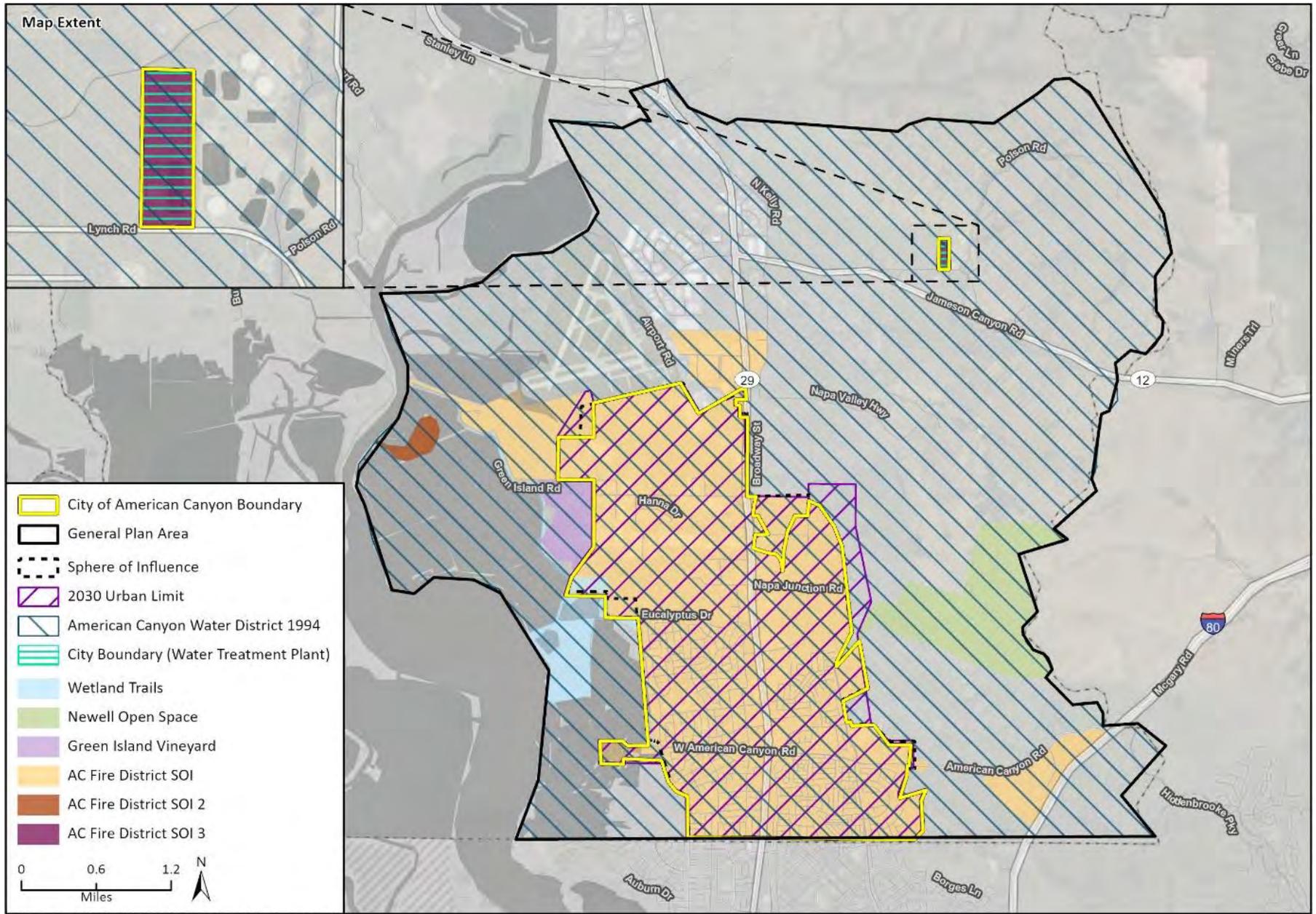
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 Additional data provided by the City of American Canyon, 2022.

-  City of American Canyon Boundary
-  General Plan Area
-  2030 Urban Limit
-  Project Location



American Canyon GIS and GIS

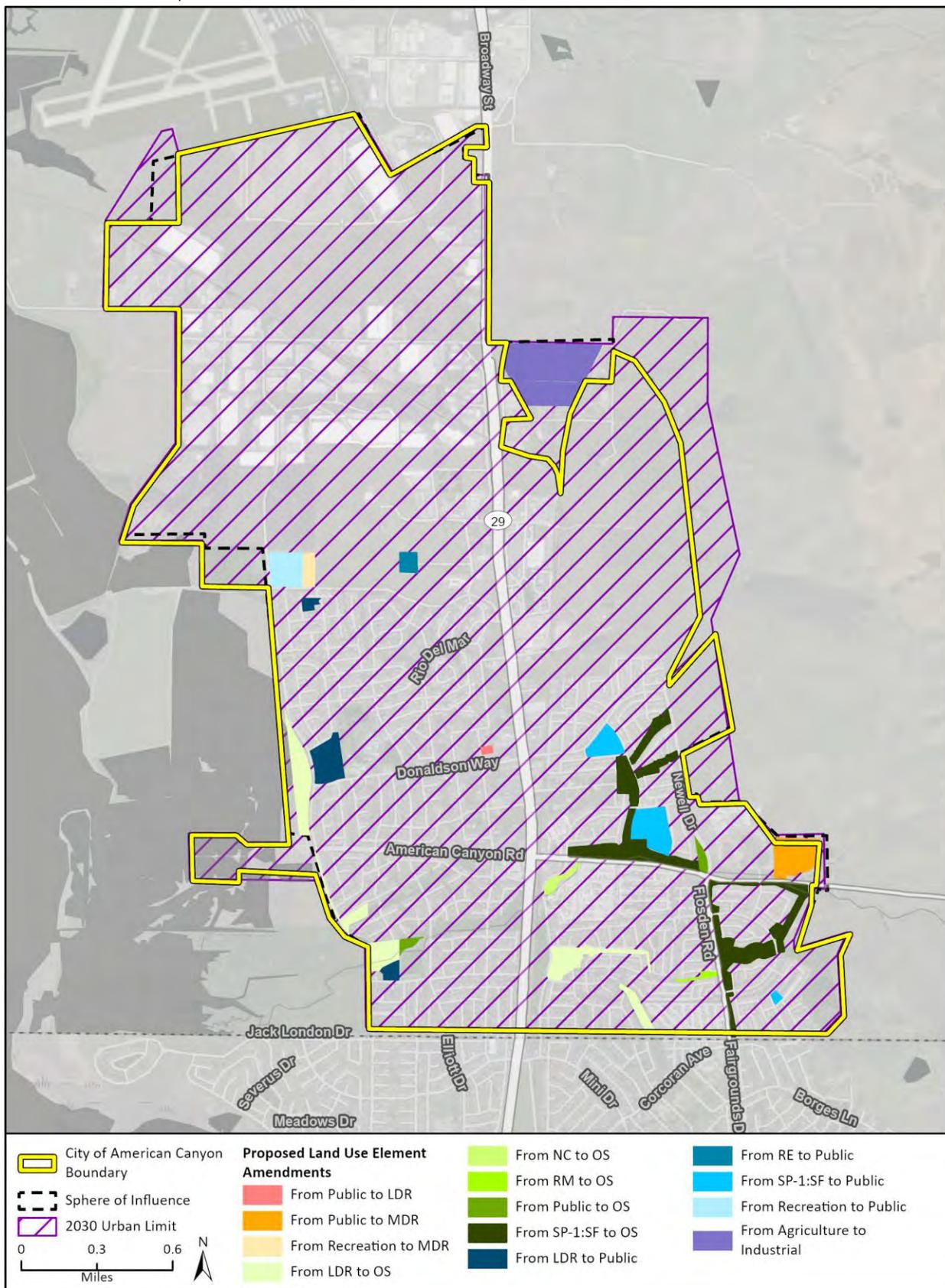
Figure 2 Project Location



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 Additional data provided by the City of American Canyon, 2022.

City of American Canyon  
 2022 Planning Department

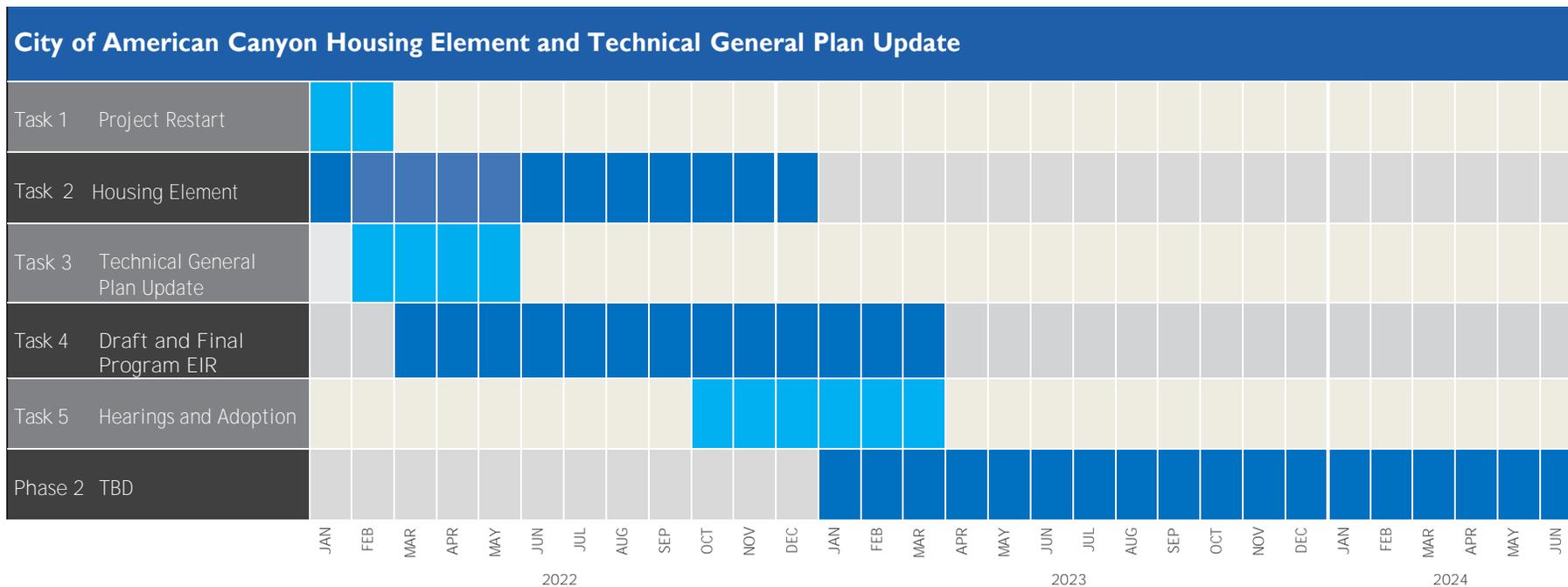
Figure 3 Area of Proposed Land Use Element Amendments



Basemap provided by Microsoft Bing, Esri and their licensors © 2022.  
 Additional data provided by the City of American Canyon, 2022.

American Canyon GIS and GIS  
 GIS & Research Unit - The Planning Department

Phase 1 General Plan Update Schedule



Prepared by Mintier Harnish | February 17, 2022



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## TITLE

Property Exchange with Napa Valley Unified School District

## RECOMMENDATION

Adopt a Minute Order providing notice of the City's intent to transfer approximately 4.6 acres of land where the community center/gymnasium is located to the Napa Valley Unified School District in exchange for receiving the 6.57-acre property where the former Napa Junction Elementary School is located (on Napa Junction Rd.) from the Napa Valley Unified School District.

## CONTACT

Jason Holley, City Manager

## BACKGROUND & ANALYSIS

The City of American Canyon and the Napa Valley Unified School District (NVUSD) are the two largest landowners in American Canyon. As the City's population grew from 6,200 people at incorporation in 1992 to nearly 22,000 people today, the City worked with the NVUSD to expand educational opportunities here. Twenty-five years ago, this unique partnership manifested itself in the creation of a joint civic complex that includes the American Canyon Middle School (ACMS), a community center/gymnasium and the Philip West Aquatics Center (PWAC).

Tonight the Council will discuss the parties' intention to collaborate on the future of school and civic sites within American Canyon. The discussions pertain to various properties, including the site of the former Napa Junction Elementary School (located on Napa Junction Road), the community center/gymnasium at ACMS, and vacant lands on Eucalyptus Drive and American Canyon Road. Key components of the new partnership include the City relinquishing its role as the co-owner of the community center/gymnasium and NVUSD transitioning its ownership of the former Napa Junction Elementary school site to the City. The City and NVUSD intend upon accomplishing this exchange by through a "Property Exchange and Acquisition Agreement".

Importantly, the City and NVUSD are committed to ensuring existing civic facilities will remain available for use by the community through the City's and NVUSD's respective facility rental programs. As noted in a recent joint press release, NVUSD Superintendent Dr. Rosanna Mucetti states, "It is our duty and responsibility to provide the best educational programs for students across the district, and this exchange will allow us flexibility for enhanced programs for American

Canyon students. At the same time, our collective hope with the City is to maximize the space for the broader community – so we believe this exchange will represent a ‘win-win’ for everyone.” Meanwhile City Manager Holley added, “The future of the former school site is a ‘blank slate’ and after an agreement is finalized, the City Council will begin its process for listening to the community’s ideas and interests before ultimately deciding its new future. The continued sharing of our respective civic facilities and maximizing their use remains essential for the community's benefit. The City appreciates our collaborative relationship with NVUSD and values our partnership”.

### *100 Benton Way Property*

The City currently owns a 9.66 acre-property (APN 058-040-026) located at 100 Benton Way, which is used for education and community recreation purposes. The "L-shaped" property was dedicated by a developer to the former American Canyon County Water District in 1986, and it became a City asset at Incorporation in 1992 (Attachment 1).

The "100 Benton Way Property" contains the community center/gymnasium, a portion of the ACMS track and field, a temporary skateboard park, and the PWAC. Per "1997 Agreements" (Attachment 2), the NVUSD is a "tenant" of the City for the first 20-years and then starting July 1, 2022, the NVUSD and the City are to become "co-owners" of the gymnasium/community center. Additionally, each party retains separate sole ownership of the ACMS and PWAC respectively.

Unfortunately, the 1997 Agreements are relatively silent as to details of the future transition from landlord-tenant relationship to one of co-ownership. Of note, the NVUSD is not a tenant nor do they "co-own" any other educational facilities districtwide. Suffice it to say, standards for educational facilities and the general public are different. Prospectively this juxtaposition is likely resolve in favor of the most conservative conditions.

For example, the ACMS track/field straddles the ACMS Property and 100 Benton Way Property. The maintenance standards for this facility are not severable based upon separate ownership and must meet the more strict CA Department of Education (Cal-Ed) and NVUSD requirements. Under a co-ownership scenario, the City may have to pay for a portion (if not all) of any needed repairs, even though it rarely uses the facility. Likewise, this concept holds true for the gymnasium/community center itself - a 20-year old building approaching significant lifecycle maintenance costs (e.g. roof replacement, etc.) Lastly, after discussing future co-ownership issues with the "NVUSD 2x2 Committee" (Joseph/Washington), it also became clear changes to allowable uses at the building were imminent. In particular, consistent with State Law (California Business and Professions Code Section 25608) and NVUSD policy, the use of alcohol would be prohibited at the community center/gymnasium.

Under the proposed agreement, the City would relinquish its (impending) co-ownership of a 4.6-acre portion of the 100 Benton Way Property through the execution of a Quitclaim Deed (dashed area shown on Attachment 1). The community center/gymnasium, a portion of the ACMS track and field, a temporary skateboard park are all located on the portion of land to be transferred to

NVUSD. The PWAC would stay under City ownership on a new (smaller) parcel.

Prospectively, the gymnasium will be available for City and community use consistent with the NVUSD policies and facility rental program. Additionally, the temporary skateboard park will be relocated to a location that is still TBD. Lastly, the northern (rear) of the property will be secured in the same manner as the northern boundary of the ACMS property to prevent unauthorized access and thus, pedestrians will no longer access the property from the north.

#### *Former Napa Junction Elementary School Property*

NVSUD owns a 6.57-acre property (APN 058-320-0015) which is the site of the (former) Napa Junction Elementary School ("Napa Junction Rd. Property"). Napa Junction Elementary was moved from its former location due to the damage from the 2014 earthquake and recently opened a brand-new campus on Eucalyptus Drive. The City's acquisition of the Napa Junction Rd. Property is for public community and recreation purposes and to continue vehicle access for Napa Junction Road. The property abuts the 7-acre Little League Field - which came under City ownership in conjunction with the 1997 Agreement and is an example of the prior land exchange. All told, the City would own 13.5-acres of land bounded by Napa Junction Rd. and Hess Road (on 2 sides) (Attachment 3). While the existing buildings can be re-used, development of new buildings will be constrained by the presence of earthquake faults. Unoccupied facilities such as new parks, ballfields, parking lots and unoccupied structures would not be constrained.

In the near term, the City intends to develop a full-time operational presence on a portion of the now vacant property to prevent vandalism, etc. Additionally, the multi-purpose room (with kitchen) and classrooms are intended to be made available for public through the City's facility rental program. Long-term, the property is a blank slate. Strategically located next to the City-owned Little League Field and underdeveloped property to the east, there are numerous opportunities for public serving amenities.

#### *Property Exchange Agreement (General Plan Conformity)*

Consistent with California Government Code Section 65402, on May 26, the Planning Commission unanimously confirmed the proposed exchange of public properties conforms with the City's General Plan (Attachment 4). Of note, the Commission determined the City's co-ownership interests in a portion of the 100 Benton Way Property" containing the community center/gymnasium et al. to be exchanged to the District will be unnecessary for the City as it will be gaining the Napa Junction Rd. Property from the District intended for community and recreation purposes and to continue vehicle access to implement, consistent with Government Code Section 65103(b) its General Plan, 2018 Circulation Element (Pps. 11, 13), designating Napa Junction Road as a minor and major collector.

#### Next Steps

While the City and NVUSD are still finalizing the details of the Agreement, each party is committed to moving forward with their own process once the terms of an agreement are set. Details will be

forthcoming, including updates on discussions, timeline and proposed land maps. The Council is scheduled to consider approval of the Agreement at its June 21 meeting, while the the NVUSD Board is scheduled to consider items related to this exchange at its June 9 & 23 meetings.

## **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 - adopt a Minute Order providing notice of the City's intent to transfer property with the Napa Valley Unified School District - will have no fiscal impact on the City's General Fund.

### *Increased Future Costs*

Prospectively, the terms of the Agreement are expected to result in increased one-time costs of at least approximately \$100k for the relocation of the temporary skate park. One-time costs for renovations of the former school property have not been determined and will depend upon future decisions about short-term and long-term uses. Additionally, the City's is expected to incur increased on-going costs to for renting the gymnasium. If all of the current recreation programing remains at the gymnasium, the cost is estimate to be \$60k; however staff anticipates moving some programming to the Napa Junction Rd. location to reduce cost.

### *Avoided Future Costs*

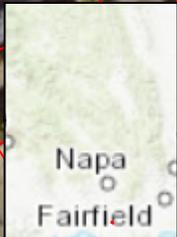
The Agreement is expected to contain "as-is" provisions - meaning each party is sole responsible for future maintenance costs, liabilities, etc. Thus, all future costs to maintain/repair/replace the ACMS track and field, gymnasium etc. up to "education standards" will be borne by the NVUSD. Near-term estimates of the costs for the ACMS track and field exceed one million dollars. Future costs for the building have not been estimated, but expected to be significant.

## **ENVIRONMENTAL REVIEW**

The Recommended Action - adopt a Minute Order memorializing notice of the City's intent to transfer property with the Napa Valley Unified School District - is not considered a "project" under the California Environmental Quality Act (CEQA).

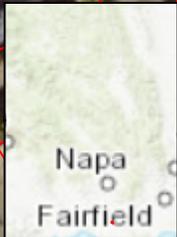
## **ATTACHMENTS:**

1. [100 Benton Way Property](#)
2. [1997 Agreement](#)
3. [Napa Junction Rd. Property](#)
5. [PC Resolution GP Conformity](#)



# 100 Benton Way Property (Current)





# 100 Benton Way (City Exchange Property)



Disclaimer: This map was prepared for information purposes only. No liability is assumed for the accuracy of the data delineated hereon.



**AGREEMENT**  
**between**  
**NAPA VALLEY UNIFIED SCHOOL DISTRICT**  
**and**  
**CITY OF AMERICAN CANYON**  
**for Construction and Development of the**  
**American Canyon Middle School,**  
**Gymnasium/Civic Center and Aquatic Center**

This Agreement is entered into by and between the following legal entities:

Napa Valley Unified School District  
2425 Jefferson Street  
Napa, CA 94558  
and  
City of American Canyon  
2185 Elliott Drive  
American Canyon, CA 94589-1331

**WHEREAS**, Napa Valley Unified School District and the City of American Canyon have worked together for several years toward the vision of a middle school and community center to be located near the existing Donaldson Way Elementary School; and

**WHEREAS**, the City of American Canyon and the Napa Valley Unified School District wish to cooperate in the joint development of the American Canyon Middle School, Community Center/Gymnasium and Aquatic Center for educational and recreational purposes;

**WHEREAS**, this joint project represents a unique opportunity to provide educational, recreational and civic facilities needed in the community of American Canyon; and

**WHEREAS**, the parties desire to formalize their vision into an agreement for the construction and development of the facilities; and

**WHEREAS**, Section 6500 et seq. the Government Code of the State of California authorize public agencies to enter into agreements for the joint exercise of powers which are common to the parties of such agreement;

**NOW, THEREFORE**, the Napa Valley Unified School District and the City of American Canyon hereby agree to the following terms and conditions:

**1. Project Description.**

The purpose of this agreement is to facilitate the construction of a Middle School, Community Center/ Gymnasium, and Aquatic Center.

- a. School Facilities - The School Facilities shall be constructed on land acquired by the City of American Canyon and conveyed to Napa Valley Unified School District (hereinafter referred to as the "Middle School site") and specified as approximately 9.12 acres located at the Southwestern corner of West Donaldson Way and Sunset Parkway and Southeastern corner of West Donaldson Way and Elliott Drive (Appendix A - Legal Description) which is adjacent to park land known as the American Canyon Community Park and located at the corner of West Donaldson Way and Elliott Drive. The School Facilities shall consist of classrooms, administrative offices, restrooms, cafeteria and kitchen facilities, together with other facilities normally associated with a Middle School ("School Facilities").
- b. Community Center/ Gymnasium - The Community Center/ Gymnasium shall be constructed on land owned by the City of American Canyon which is known as the American Canyon Community Park and located at the corner of West Donaldson Way and Elliott Drive. The Community Center/ Gymnasium shall consist of gymnasium, administrative offices, restrooms, stage, locker area and storage facilities, together with other facilities normally associated with this type of facility ("Community Center/ Gymnasium").
- c. Aquatic Center - An Aquatic Center shall be constructed on land owned by the City of American Canyon which is known as the American Canyon Community Park and located at the corner of West Donaldson Way and Elliott Drive ("Aquatic Center"). The City of American Canyon will be solely responsible for the construction, operation, and security of the Aquatic Center. The City of American Canyon shall supervise the Aquatic Center during the hours that it is used for City of American Canyon programs. The Aquatic Center shall be built to generally accepted standards of safety, access, and other safeguards for pool operations and shall comply with all provisions of the "Field Act" as set forth in the Education Code.

2. Land Acquisition and Exchange.

- a. The City of American Canyon shall be responsible for all costs of acquiring and conveying the land for the School Facilities (9.12 acres located at the Southwestern corner of West Donaldson Way and Sunset Parkway and Southeastern corner of West Donaldson Way and Elliott Drive) from the current owner(s) of the property to Napa Valley Unified School District.
- b. The Napa Valley Unified School District will exchange approximately 7 acres of ball fields at Napa Junction School (Appendix A - Legal Description) for the American Canyon Middle School Facilities Site.
- c. The ball fields at Napa Junction School are currently leased to youth organizations for baseball. Napa Valley Unified School District shall allow those organizations to continue to use these fields until such time as the property is exchanged.

- d. City of American Canyon may allow those organizations to continue to use these fields after the property is exchanged, subject to an agreement between the City of American Canyon and these organizations.
- e. The Napa Valley Unified School District shall continue to have access to these ball fields at Napa Junction School during school hours so long as the Napa Junction Elementary School remains in operation at no cost to the Napa Valley Unified School District, subject to the City of American Canyon's operating needs. The terms and conditions related to the use of the ball fields by Napa Valley Unified School District, shall be set forth in a specific joint use agreement between the City of American Canyon and the Napa Valley Unified School District.
- f. The City of American Canyon shall provide for the Sunset Parkway to include unimpeded drainage of property to the north and east along the existing natural channel. The purpose of this drainage is to prevent or minimize any possible flooding of School Facilities.

3. **Title and Debt Obligations.**

- a. The City of American Canyon shall convey title to the Napa Valley Unified School District to the school site (9.12 acres located at the Southwestern corner of West Donaldson Way and Sunset Parkway and Southeastern corner of West Donaldson Way and Elliott Drive) as soon as possible, but no later than ninety (90) days after the execution of this agreement. No construction bid awards for the construction of the Middle School shall be made by the Napa Valley Unified School District until title is conveyed to the District.
- b. Napa Valley Unified School District shall hold title to the site and all buildings and improvements for School Facilities built on the school site.
- c. The City of American Canyon shall hold title to all of the improvements comprising the Community Center/Gymnasium as required by their debt financing for that facility. Notwithstanding the foregoing, City of American Canyon and Napa Valley Unified School District shall share the costs of construction for the facility as set forth in Exhibit C. The District's construction cost contribution and entitlement to use of the facility for programs during and after school hours shall be specified in a lease agreement to be entered into by the Napa Valley Unified School District and the City of American Canyon. Upon payment in full of the City of American Canyon's debt for the Community Center/Gymnasium, the title shall revert to joint ownership between the City of American Canyon and the Napa Valley Unified School District.

Construction of the Community Center/Gymnasium is contingent upon the execution of the lease agreement. No construction bid awards shall be made until said lease agreement has been executed.

- d. City of American Canyon shall maintain title to all buildings and improvements comprising the Aquatic Center.
- e. Any debt obligation incurred by either party for this project shall be the sole responsibility of the party incurring the debt. In the event any agency must encumber any of its interests in the assets owned by that agency, such encumbrance shall expressly provide that such obligation shall not encumber the interests of the other party and no action by any lender shall disturb the nondefaulting agency's right to use, occupancy and ownership of the improvements owned jointly or solely by it.
- f. The Napa Valley Unified School District shall convey title to the City of American Canyon to 7 acres of ball fields at Napa Junction School within one hundred eighty (180) days of the execution of this agreement.

4. **Future Joint Venture Agreement**

The Napa Valley Unified School District and the City of American Canyon recognize that this project could not be accomplished but for their joint efforts. It is the intent of the parties that they continue their joint efforts for the benefit of the citizens of American Canyon and students within the District in any future development of the existing Napa Junction Elementary School site.

Therefore, the Napa Valley Unified School District and City of American Canyon agree to enter into a joint venture agreement in accordance with Education Code Section 17732.3 for any future development of the Napa Junction Elementary School site and adjacent ball fields.

- a. Napa Valley Unified School District shall be solely responsible for determining the need for moving the Napa Junction Elementary School to a replacement site and for determining whether the existing Napa Junction school site would be needed for school purposes within 30 years from the time the decision to develop the site is made pursuant to Education Code Section 17732.3.
- b. At such time as the Napa Valley Unified School District determines the need for moving the current Napa Junction Elementary School site, the City of American Canyon shall assist Napa Valley Unified School District in locating, securing approvals for and facilitating the District's acquisition of a replacement school site. It is the intent of the parties that the replacement school site be at least fourteen acres so that the City of American Canyon could also relocate the ball fields to that site, however, the replacement of the ball fields shall be determined by the parties based on a consideration of the development opportunities for the existing Napa Junction school site and ball fields (approximately 14 acres) available, and other relevant issues of concern to the City and District, at the time these decisions are made.
- c. It is the intent of the parties to enter a joint venture agreement in order to generate revenues for school facilities purposes and other city purposes as allowed by law. In

order to maximize potential revenues from the joint venture development of the property, the Napa Valley Unified School District and the City of American Canyon agree to contribute sufficient value to the joint venture agreement. To that end, the parties agree that their first priority will be to develop the entire 14 acres of the current Napa Junction school site and ball fields, but that a smaller area may be developed by mutual agreement of the parties. The parties shall determine the extent of the joint venture based on a consideration of the development opportunities available and other relevant issues of concern to the City and District, at the time.

- d. The apportionment of value and revenues derived from any future joint venture development of the ball fields and/or the Napa Junction school site between the Napa Valley Unified School District and the City of American Canyon shall be in direct proportion to the value or investment contributed by each agency to the joint venture. The District acknowledges the efforts of the City in acquiring and conveying the land for the American Canyon middle school site and that the exchange of district ball fields for that land is not an acre for acre exchange. The District further acknowledges the City's waiver of water and sewer connection fees for the middle school project and wishes to recognize these contributions to the middle school project in any future joint venture agreement for the development of the Napa Junction Elementary School site.
- e. The joint venture agreement shall be in writing and shall comply with the requirements of Education Code Section 17732.2 or any amended or successor statute enacted by the Legislature and in effect at the time said agreement is entered between Napa Valley Unified School District and the City of American Canyon. The terms of the agreement shall incorporate the intentions and provisions of this Paragraph.

5. **California Environmental Quality Act.**

The City of American Canyon shall be the lead agency and responsible for undertaking all required California Environmental Quality Act review of the proposed project for the School Facilities, Community Center/ Gymnasium, and Aquatic Center.

6. **California Department of Education.**

The Napa Valley Unified School District shall be responsible for coordinating the California Department of Education's approval of the school site (9.12 acres located at the Southwestern corner of West Donaldson Way and Sunset Parkway and Southeastern corner of West Donaldson Way and Elliott Drive).

7. **California Department of General Services, Office of Regulatory Services. - Division of State Architect.**

To assure student use of all facilities being considered for this project and to be in compliance with the Field Act, building plans must be reviewed and approved by the California Department of General Services, Office of Regulatory Services - Division of State Architect.

8. **Other Agency Approval(s).**

The Napa Valley Unified School District and City of American Canyon shall be responsible for contacting and coordinating any other local, state, or federal agency having jurisdiction over the Project. The assignment of responsibility shall be determined based on appropriateness of expertise and need.

9. **Financial Plan for Construction.**

The City of American Canyon and Napa Valley Unified School District shall agree to a financial plan for the completion of this project as identified in Appendix B. Attached to this agreement is the mutual disclosure of each agency's construction financial plan for the project.

10. **Construction Funding.**

- a. The City of American Canyon and Napa Valley Unified School District agree to the expenditure plan attached as Exhibit C. The City of American Canyon and Napa Valley Unified School District shall secure 100% of the total projected construction cost of the following improvements prior to the construction bid award.
- b. The Napa Valley Unified School District's construction financial commitment to the project shall not exceed the amounts identified in Exhibit C, unless amended by a subsequent agreement prior to the incursion of those costs.
- c. The City of American Canyon's construction financial commitment to the project shall not exceed the amounts identified in Exhibit C, unless amended by a subsequent agreement prior to the incursion of those costs.
- d. The City of American Canyon shall waive any fees that otherwise would be charged to the Napa Valley Unified School District in relation to this project.

11. **Off-Site Improvements.**

The City of American Canyon shall bear responsibility for one (1/2) of the cost of the extension of West Donaldson Road and for covering the storm drain located on the Middle School Site. City of American Canyon and developer shall be responsible for all other off-site improvements in conjunction with the project, including, but not limited to sewage disposal lines, road construction, and water lines.

12. Term.

- a. Napa Valley Unified School District and City of American Canyon shall use their best efforts to complete this project in a timely fashion.
- b. The term of this Agreement shall commence on the date of execution of this Agreement by both parties and shall be in force so long as these properties are under construction, are jointly used by and/or the joint venture agreement pursuant to Paragraph 4 of this agreement is implemented between Napa Valley Unified School District and City of American Canyon.

13. Use.

The property and improvements (School Facilities, Community Center/ Gymnasium, and Aquatic Center) described above shall be used by Napa Valley Unified School District and City of American Canyon exclusively for the following purposes.

- a. Education and extracurricular activities of the Napa Valley Unified School District.
- b. Community Recreation Activities
- c. Senior Activities
- d. Other activities by mutual agreement of the Napa Valley Unified School District and City of American Canyon.
- e. Under the Civic Center Act the School Facilities and Community Center/ Gymnasium will be available for public use.

The Napa Valley Unified School District and City of American Canyon shall execute a joint use agreement specifying times of use of the School Facilities and Aquatic Center by each party. The joint use agreement shall, at a minimum, include:

- a. Education and extracurricular activities will take precedence for School Facilities and Community Center/ Gymnasium use during school hours.
- b. That, subject to Education Code Section 39470, the City of American Canyon may use the School Facilities, free of charge, when they are not being used by the Napa Valley Unified School District.
- c. Provisions for shared maintenance and operating costs of the Aquatic Center based on hours of use. Napa Valley Unified School District intends to use the pool as part of its physical education program, however, such use is contingent on available financial resources and instructional/educational priorities.

- d. Use of the Aquatic Center for Civic Center purposes shall be scheduled through the City of American Canyon.

The lease agreement required under Paragraph 12.c. above shall specify times of use by each party and provide for shared maintenance and operating costs for the Community Center/Gymnasium and shall include, at a minimum:

- a. Education and extracurricular activities will take precedence for the Community Center/ Gymnasium use during school hours.
- b. Use of the Community Center/ Gymnasium for Civic Center purposes shall be scheduled through the City of American Canyon.

14. **Construction Management**

- a. Napa Valley Unified School District shall act as construction manager for construction of the Middle School and the Community Center/Gymnasium. Construction management will include developing and calling for construction bids, awarding bids, oversight of the architect and general contractor during construction, receipt of progress payment billings and approval of construction progress and payment of billings.
- b. City of American Canyon shall be the construction manager for construction of the Aquatic Center. Construction management will include developing and calling for construction bids, awarding bids, oversight of the architect and general contractor during construction, receipt of progress payment billings and approval of construction progress and payment of billings.
- c. Notwithstanding the above, the Napa Valley Unified School District and City of American Canyon shall coordinate oversight and approvals of the construction of the Community Center/Gymnasium.

15. **Construction Progress Payments for the Community Center/ Gymnasium**

- a. All general contractor progress payments for the Community Center/Gymnasium will be addressed to the Napa Valley Unified School District.
- b. Said progress payment billings shall be: (1) reviewed by the Architect, who shall determine their accuracy and proportionate share of payments between the Napa Valley Unified School District and City of American Canyon, (2) approved by the City Manager for the City of American Canyon, and (3) approved by the Administrator for General Services for the Napa Valley Unified School District. All change orders must be approved by the District Board of Education and the City Council.
- c. Upon approval, the Napa Valley Unified School District shall make its proportionate share payment to the City of American Canyon pursuant to the this agreement and the executed lease between the parties.

d. The City of American Canyon shall then make all progress payments to the general contractor.

16. **Compliance With Law.**

Napa Valley Unified School District and City of American Canyon shall each comply and conform to all laws and regulations, municipal, state, and federal, and any and all requirements, orders, and permits, of any municipal, state, or federal board of authority, present or future, in any way relating to the condition, use, or occupancy of the premises throughout the entire term of this Agreement and any extensions thereof; provided, however, Napa Valley Unified School District's construction of the School Facilities shall be governed by the provisions of the Field Act and not the local building code.

17. **Waste.**

Napa Valley Unified School District and City of American Canyon shall not commit any waste or suffer any waste to be committed upon the premises (School Facilities, Community Center/ Gymnasium, and Aquatic Center).

18. **Impact of Project.**

Napa Valley Unified School District and City of American Canyon shall mitigate any adverse environmental impact the project as specified in the mitigated Negative Declaration for the Project. The Napa Valley Unified School District and City of American Canyon shall make reasonable efforts to address any neighborhood issues related to the Project.

19. **Insurance.**

a. **Insurance for School Facilities**

1.) **General Liability and Auto Insurance**

Napa Valley Unified School District shall carry and maintain, during the construction of the school facilities, at its own cost and expense, the following types of liability insurance:

a. General liability insurance and auto insurance (if applicable) with limits of no less than \$5,000,000 combined single limit per occurrence; subject to no less than \$5,000,000 annual aggregate limit for the School Facilities.

b. Such general liability insurance and auto insurance shall:

i) Be provided by insurance companies admitted in California and rated at least A in Best's Insurance Guide or, if not admitted in California, from companies rated at least A:X in the latest Best's

Insurance Guide; or such other insurance companies, insurance pools or self-insurance programs as are acceptable to the City of American Canyon and Napa Valley Unified School District.

- ii) Provide primary and not excess coverage.
- iii) Claims made policies are not acceptable.

2.) Property Insurance

The Napa Valley Unified School District shall carry and maintain during the construction of the School Facilities:

a. Property insurance shall be maintained for the construction of School Facilities with limits of no less than the replacement cost of the buildings. Napa Valley Unified School District maintains a self-insured retention (deductible) of \$100,000 per occurrence and purchases excess coverage for \$100,000 up to \$100,000,000. If any damage or destruction to the School Facilities occurs Napa Valley Unified School District shall contribute to the full cost of the deductible for its property insurance.

b. Such property insurance shall:

- i) Be provided by insurance companies admitted in California and rated at least A in Best's Insurance Guide or, if not admitted in California, from companies rated at least A:X in the latest Best's Insurance Guide; or such other insurance companies, insurance pools or self-insurance programs as are acceptable to the City of American Canyon and Napa Valley Unified School District.
- ii) Provide primary and not excess coverage.
- iii) Claims made policies are not acceptable.

b. Insurance for the Community Center/Gymnasium

1.) General Liability and Auto Insurance

Napa Valley Unified School District and City of American Canyon shall carry and maintain, during construction of the Community Center/ Gymnasium, each at their own cost and expense, the following types of liability insurance:

a. General liability insurance and auto insurance (if applicable) with limits of no less than \$5,000,000 combined single limit per occurrence; subject to no less than \$5,000,000 annual aggregate limit for Community Center/ Gymnasium.

b. Such general liability insurance and auto insurance shall:

- i) Be provided by insurance companies admitted in California and rated at least A in Best's Insurance Guide or, if not admitted in California, from companies rated at least A:X in the latest Best's Insurance Guide; or such other insurance companies, insurance pools or self-insured programs as are acceptable to the City of American Canyon and Napa Valley Unified School District.
- ii) Provide primary and not excess coverage.
- iii) Name City of American Canyon and Napa Valley Unified School District as an additional insured on each other's policies.
- iv) Claims made policies are not acceptable.
- v) Require that City of American Canyon and Napa Valley Unified School District be given at least thirty (30) days written notice before any such insurance can be canceled or changed with respect to the party's coverage or limits of liability.

2.) Property Insurance

The Napa Valley Unified School District and City of American Canyon shall carry and maintain during the construction of the Community Center/Gymnasium:

a. Property insurance shall be maintained for the Community Center/Gymnasium with limits of no less than the replacement cost of the buildings. Napa Valley Unified School District maintains a self-insured retention (deductible) of \$100,000 per occurrence and purchases excess coverage for \$100,000 up to \$100,000,000. If any damage or destruction to the Community Center/Gymnasium occurs Napa Valley Unified School District shall contribute to the full cost of the deductible for its property insurance. Any additional cost of providing insurance for Community Center/ Gymnasium shall be borne by these two parties in equal shares.

b. Such property insurance shall:

- i) Be provided by insurance companies admitted in California and rated at least A in Best's Insurance Guide or, if not admitted in California, from companies rated at least A:X in the latest Best's Insurance Guide; or such other insurance companies, insurance pools or self-insurance programs as are acceptable to the City of American Canyon and Napa Valley Unified School District

- ii) Provide primary and not excess coverage.
- iii) Name City of American Canyon and Napa Valley Unified School District as an additional insured.
- iv) Waive subrogation rights, if any, which the insurer may have against the City of American Canyon and Napa Valley Unified School District. Napa Valley Unified School District agrees that it shall not make any claim against or seek to recover from City of American Canyon for any loss or damage to its property or the property of others resulting from fire or other hazards covered by such insurance. City of American Canyon agrees that it shall not make any claim against or seek to recover from Napa Valley Unified School District for any loss or damage to its property or the property of others resulting from fire or other hazards covered by such insurance; provided, however, this release shall not apply to damage arising from the willful misconduct of the other agency or resulting from conduct that abrogates the waiver of subrogation clause provided by insurer.
- v) Require that City of American Canyon and Napa Valley Unified School District be given at least thirty (30) days written notice before any such insurance can be canceled or changed with respect to the party's coverage or limits of liability.

c. Insurance for the Aquatic Center

1.) General Liability and Auto Insurance

The City of American Canyon shall carry and maintain, during the construction of the Aquatic Center, at its own cost and expense, the following types of liability insurance:

- a. General liability insurance and auto insurance (if applicable) with limits of no less than \$5,000,000 combined single limit per occurrence; subject to no less than \$5,000,000 annual aggregate limit for the Aquatic Center.
- b. Such general liability insurance and auto insurance shall:
  - i) Be provided by insurance companies admitted in California and rated at least A in Best's Insurance Guide or, if not admitted in California, from companies rated at least A:X in the latest Best's Insurance Guide; or such other insurance companies, insurance pools or self-insured programs as are acceptable to the City of American Canyon and Napa Valley Unified School District.

- ii) Provide primary and not excess coverage.
- iii) Claims made policies are not acceptable.

2.) Property Insurance

The City of American Canyon shall carry and maintain during the construction of the Aquatic Center:

- (a) Property insurance with limits of no less than the replacement cost of the buildings. City of American Canyon shall be responsible for securing the insurance under its policy for the Aquatic Center. In the event of damage or destruction of the building, the City of American Canyon shall contribute up to the amount of the deductible on the policy.
- b. Such property insurance shall:
  - i) Be provided by insurance companies admitted in California and rated at least A in Best's Insurance Guide or, if not admitted in California, from companies rated at least A:X in the latest Best's Insurance Guide; or such other insurance companies as are acceptable to the City of American Canyon and Napa Valley Unified School District.
  - ii) Provide primary and not excess coverage.
  - iii) Claims made policies are not acceptable.

20. Indemnification.

- a. The Napa Valley Unified School District and the City of American Canyon mutually agree to indemnify and hold each other, their agents, and employees, harmless for any and all liability to the extent caused by the negligence or omission of the Napa Valley Unified School District or the City of American Canyon, their officers, agents, or employees, arising out of the performance of this Agreement, and to pay any all claims, damages, judgments, legal costs, and attorney's fees related thereto. It is also understood and agreed that pursuant to Government Code Section 895.4, the Napa Valley Unified School District and the City of American Canyon shall fully indemnify and hold each other harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reasons of anything done or omitted to be done by the Napa Valley Unified School District or the City of American Canyon, their officers, agents, or employees, under this Agreement, or in connection with any work or authority delegated to the Napa Valley Unified School District or the City of American Canyon pursuant to this Agreement.

This obligation on the part of Napa Valley Unified School District includes, but is not limited to, any claims of discrimination based on any actual or claimed change in the racial composition of the student bodies of the schools which make up the Napa Valley Unified School District as a result of the construction and operation of the School Facilities with the City of American Canyon pursuant to this Agreement. Napa Valley Unified School District shall further indemnify, and defend City of American Canyon from and against all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

- b. Notwithstanding the foregoing, neither party shall indemnify the other for reckless misconduct or willful misconduct of that other party.

21. **Damage or Destruction.**

Except as set forth here, any damage or destruction to the premises shall not terminate this Agreement. If the existing laws do not permit the restoration, either party can terminate this Agreement immediately by giving notice to the other party.

The Napa Valley Unified School District and the City of American Canyon shall make every effort to sufficiently insure the premises, including the School Facilities, Community Center/Gymnasium, and the Aquatic Center to provide adequate coverage for repair and replacement in the event of damage or destruction of the premises during the construction and joint use and operation of the premises, pursuant to Paragraph 19 of this Agreement.

This section shall only apply in situations in which full insurance coverage for the particular type of damage or destruction is not available.

- a. In the event that the improvements comprising the School Facilities are damaged then Napa Valley Unified School District shall have the obligation to restore the improvements but only so long as Napa Valley Unified School District's out of pocket costs would not exceed ten percent (10%) of the replacement cost of the improvements after the Napa Valley Unified School District has met any deductible or self-insured portions of the property damage insurance.
- b. If Napa Valley Unified School District's out of pocket costs (due to the fact that the damage or destruction is not covered under an insurance policy required under this Agreement, or if the cost of the restoration exceeds the amount of insurance proceeds received by Napa Valley Unified School District and the City of American Canyon by more than ten percent (10%) of the replacement cost of those improvements after the payment of any deductibles or self-insured retention, then the Napa Valley Unified School District may elect to terminate this Agreement by giving notice to the City of American Canyon within sixty (60) days after determining that the Napa Valley Unified School District's out of pocket costs would exceed this standard and Napa Valley Unified School District is unable to contribute in excess of this amount. If Napa Valley Unified School District elects to terminate this Agreement, then City of

American Canyon, within thirty (30) days after receiving the Napa Valley Unified School District's notice to terminate, may elect to pay the difference between the amounts Napa Valley Unified School District is obligated to contribute out of pocket and the actual cost of restoration, in which case Napa Valley Unified School District shall restore the improvements constructed by it. Napa Valley Unified School District shall give City of American Canyon satisfactory evidence that all sums contributed by City of American Canyon as provided in this section have been expended by Napa Valley Unified School District in paying the cost of restoration.

- c. In the event that any improvements comprising the Aquatic Center are damaged then the City of American Canyon shall have the obligation to restore those improvements so long as City of American Canyon's out of pocket costs do not exceed ten percent (10%) of the replacement costs for all improvements constructed solely by the City of American Canyon after the payment of any deductibles or self-insured portions of the City of American Canyon's property damage insurance.
- d. If the City of American Canyon's out of pocket costs due to the fact that the damage or destruction is not covered under an insurance policy required under this Agreement, or if the cost of the restoration exceeds the amount of insurance proceeds received by it by more than ten percent (10%) of the replacement cost of those improvements after the City of American Canyon has paid the deductible or self-insured portion of its insurance, then the City of American Canyon can elect to terminate this Agreement by giving notice to the Napa Valley Unified School District within sixty (60) days after determining that its out of pocket costs would exceed this standard and it is unable to contribute in excess of this amount. If the City of American Canyon elects to terminate this Agreement, then the Napa Valley Unified School District within thirty (30) days after receiving the City of American Canyon's notice to terminate, can elect to pay the difference between the amounts the City of American Canyon is obligated to contribute out of pocket and the actual cost of restoration, in which case shall the City of American Canyon restore the improvements constructed by it after giving to the Napa Valley Unified School District satisfactory evidence that all sums contributed by Napa Valley Unified School District as provided in this section have been expended to pay the cost of restoration. If the City of American Canyon's out of pocket costs exceed this standard and Napa Valley Unified School District is unwilling to contribute to the excess, then City of American Canyon shall have the right to terminate the Agreement unless Napa Valley Unified School District agrees to bear the difference within the same time frames as are applicable for Napa Valley Unified School District's improvements not fully insured.
- e. In the event that any of the improvements comprising the Community Center/Gymnasium are damaged, and the insurance proceeds, if any, are inadequate to cover the costs of restoration, the parties shall contribute in proportion to their original contributions toward the construction costs; provided, however, if the out of pocket costs of either party would exceed twenty five percent (25%) of the replacement costs of such improvement after the payment of deductibles of self-insured portions of the property

damage insurance then such party shall have the right to terminate this Agreement unless the other party agrees to bear the excess costs under provisions set forth above.

22. **Right to Inspect.**

The Napa Valley Unified School District and City of American Canyon or representatives or agents shall have the right to enter the premises at all reasonable times during the term of this Agreement to inspect the same.

23. **Reversion of Property.**

If, at some future time, the Napa Valley Unified School District determines that a school is no longer the appropriate use of this site, the Napa Valley Unified School District shall retain ownership of the site and all improvements constructed on it. In such event, disposition of the site and improvements shall occur in accordance with the provisions prescribed by the Education Code or any subsequent statute.

24. **Entire Agreement.**

This instrument constitutes the entire agreement between the Napa Valley Unified School District and the City of American Canyon relative to the construction of premises and this agreement may be altered, amended or revoked only by an instrument in writing signed by both the Napa Valley Unified School District and the City of American Canyon except that the City of American Canyon and the Napa Valley Unified School District shall enter into a joint use agreement regarding the use of the School Facilities and Aquatic Center, a lease regarding the use of the Community Center/Gymnasium and may enter into a joint venture agreement regarding the future development of the Napa Junction Elementary School site.

The Napa Valley Unified School District and the City of American Canyon agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives are merged in or revoked by this agreement.

25. **Severability.**

If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

26. **Default and Dispute Resolution.**

All rights and remedies of the Napa Valley Unified School District and the City of American Canyon herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law, or equity; and likewise, the exercise by the Napa Valley

Unified School District and the City of American Canyon of any remedy provided for herein or allowed by law or equity shall not be to the exclusion of any other remedy. The parties to this Agreement agree to mediate any dispute or claim between them arising out of this Agreement or any resulting transaction before resorting to court action. Mediation is a process in which parties attempt to resolve a dispute by submitting it to an impartial, neutral mediator who is authorized to facilitate the resolution of the dispute but who is not empowered to impose a settlement on the parties. The mediation fee, if any, shall be divided equally among the parties involved. Before the mediation begins, the parties agree to sign a document limiting the admissibility in arbitration or any civil action of anything said, any admission made, and any documents prepared, in the course of the mediation, consistent with Evidence Code §1152.5. IF ANY PARTY COMMENCES A COURT ACTION BASED ON A DISPUTE OR CLAIM TO WHICH THIS PARAGRAPH APPLIES WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION, THEN IN THE DISCRETION OF THE ARBITRATORS(S) OR JUDGE, THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY'S FEES EVEN IF THEY WOULD BE OTHERWISE BE AVAILABLE TO THAT PARTY IN SUCH A COURT ACTION. However, the filing of a judicial action to enable the recording or preservation of an order of attachment, receivership, injunction, mechanic's liens or stop notice, or other provisional remedies, shall not in itself constitute a loss of the right to recovery attorney's fees under this provision.

27. **Time: Cumulative Remedies.**

Time is of the essence of this Agreement and each and every provision hereof, except as to the conditions relating to the delivery of possession of the premises to the Napa Valley Unified School District and the City of American Canyon. All rights and remedies of the parties shall be cumulative and non-exclusive of any other remedy at law or in equity.

28. **Waiver.**

No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

29. **Notices.**

All notices or demands of any kind required or desired to be given by the Napa Valley Unified School District and the City of American Canyon thereunder shall be either by personal delivery or in writing and shall be deemed delivered forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the Napa Valley Unified School District and the City of American Canyon respectively at the addresses set forth after their signatures at the end of this Agreement.

IN WITNESS WHEREOF, the Napa Valley Unified School District and the City of American Canyon have executed this Agreement on the 20th day of March, 1997.

NAPA VALLEY UNIFIED SCHOOL DISTRICT  
BY: Bruce Heid

Bruce Heid, President, Board of Education

BY: David E. Brown

Dr. David E. Brown, Superintendent

CITY OF AMERICAN CANYON  
BY: Ben Anderson

Ben Anderson, Mayor, City of American Canyon

BY: Mark Joseph

Mark Joseph, City Manager

APPROVED AS TO FORM:

DATE:

BY: Sally Jensen Dutcher

3/20/97

Sally Jensen Dutcher, General Counsel

Napa Valley Unified School District  
BY: Myra J. Prestidge

3/20/97

Myra J. Prestidge, Assistant City Attorney

City of American Canyon

Exhibit A

Legal Description - American Canyon Middle School Site

All that real property situated in the City of American Canyon, County of Napa, State of California, described as follows:

Commencing at a point from which the intersection of the monument line of Carolyn Drive with the westerly boundary of that certain map "Rancho Del Mar No. 9A", filed for record in Book 6 maps at pages 63 and 64, bears south 07 degrees 19 minutes 57 seconds east 14.42 feet; thence from said point of commencement south 07 degrees 19 minutes 57 seconds east 1433.10 feet to the true point of beginning; thence south 64 degrees 18 minutes 48 seconds west 131.07 feet; thence south 61 degrees 34 minutes 47 seconds west 122.00 feet; thence south 58 degrees 36 minutes 55 seconds west 104.32 feet; thence south 55 degrees 10 minutes 01 second west 90.66 feet; thence south 57 degrees 30 minutes 41 seconds west 111.87 feet; thence south 51 degrees 51 minutes 05 seconds west 90.04 feet to a curve to the right, having a radius of 1034.00 feet, from which the center of said curve bears south 76 degrees 46 minutes 29 seconds west; thence southerly along said curve through a central angle 01 degree 14 minutes 51 seconds 22.51 feet; thence south 11 degrees 58 minutes 40 seconds east 355.15 feet to a tangent curve to the right having a radius 880.00 feet; thence along said curve through a central angle of 10 degrees 29 minutes 12 seconds 161.06 feet; thence south 45 degrees 13 minutes 11 seconds east 27.65 feet to a curve to the left having a radius of 816.00 feet, from which the center of said curve bears north 01 degree 03 minutes 06 seconds east; thence along said curve through a central angle of 23 degrees 41 minutes 11 seconds 337.34 feet to a reverse curve having a radius of 884.00 feet; thence along said curve through a central angle of 13 degrees 55 minutes 27 seconds 214.83 feet to a point on the north line of West Donaldson Way, said point also being on the westerly line of that certain map "Napa Glen - Unit 2" filed for record in Book 16 of maps at pages 40 through 46, inclusive; thence along said westerly line north 07 degrees 19 minutes, 57 seconds west 770.99 feet, to the point of beginning.

Containing 397,312 square feet or 9.12 acres more or less.

Legal Description - 7 acres of Land at the Napa Junction Elementary School Site

All that real property situated in the City of American Canyon, County of Napa, State of California, described as follows:

To be conveyed to City of American Canyon within  
one hundred eighty (180) days of the execution of this agreement.

Exhibit B  
Financial Plan

Napa Valley Unified School District

A financing plan for the American Canyon Middle School assumes the following:

Napa Valley Unified School District

<u>School Facilities Fees</u>	millions
As of 6/30/96 (currently allocated)	\$2.3

<u>General Fund</u>	millions
From 6/30/95 Ending Balance (Architectural and Engineer)	\$0.3
From 6/30/96 Unallocated Ending Balance	\$2.8
From 6/30/97 Unallocated Ending Balance	<u>\$0.6</u>
Subtotal - General Fund	\$3.7

<u>G.O. Bond 6/4/96</u>	millions
From General Obligation Bond	\$0.6

<b>SUBTOTAL-Napa Valley Unified School District</b>	<b>\$6.6</b>
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<u>School Facilities Fees</u>	millions
Future Fees Collected for 3rd Classroom Cluster	\$1.0

<b>SUBTOTAL-Napa Valley Unified School District</b>	<b>\$7.6</b>
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City of American Canyon

<u>Lease Revenue Bonds</u>	millions
Issued by the City of American Canyon	\$3.9

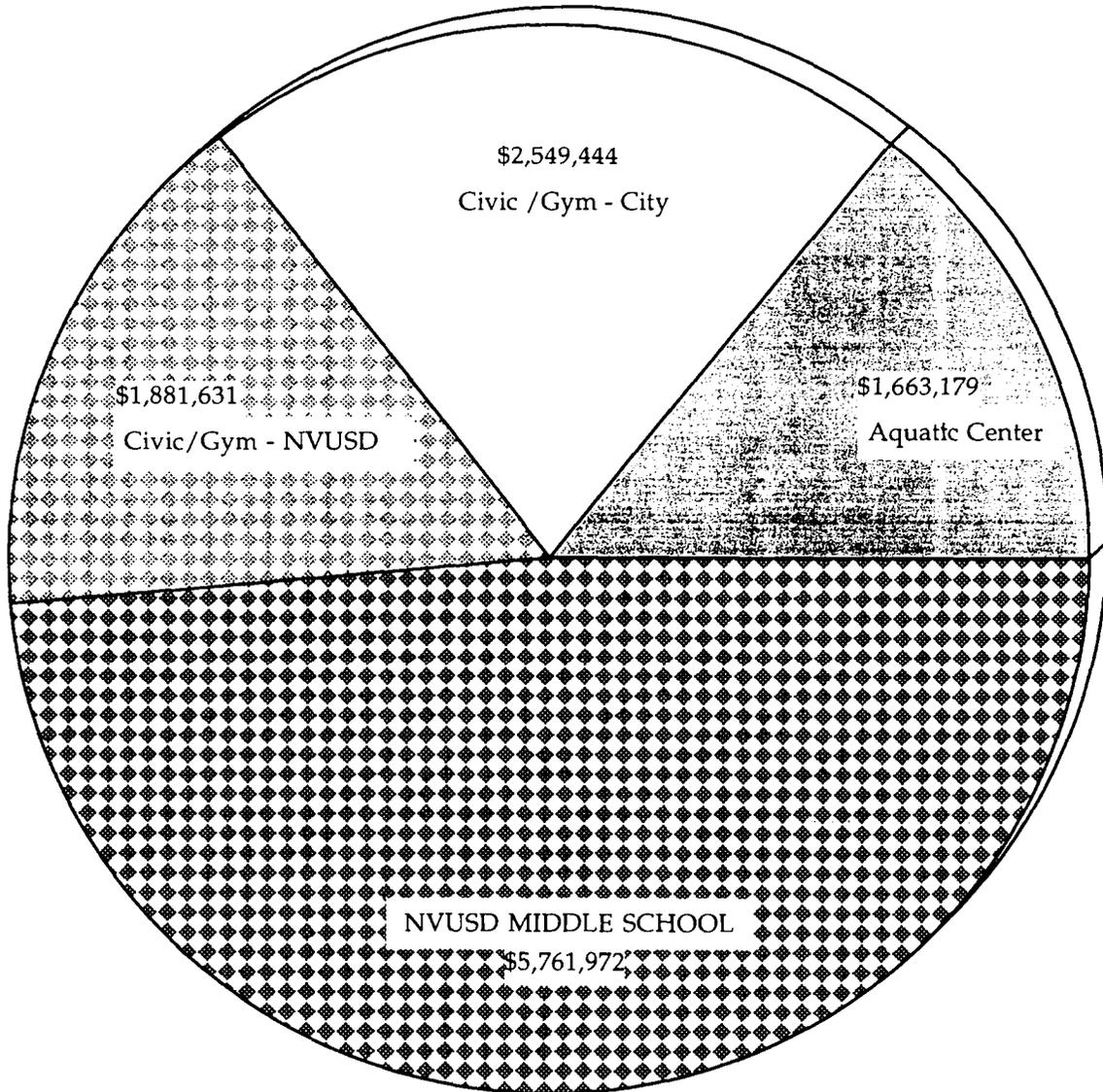
<b>SUBTOTAL-City of American Canyon</b>	<b>\$3.9</b>
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<b>TOTAL-PROJECT</b>	<b>\$11.5</b>
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City of American Canyon has purchased the land for the Middle School \$326,604.

Exhibit C  
PROJECT BUDGET

SUMMARY OF PROJECT BUDGET



American Canyon Middle School	\$5,761,972
Community Center/Gymnasium - NVUSD	\$1,881,631
Community Center/Gymnasium - City	\$2,549,444
Aquatic Center	<u>\$1,663,179</u>
<b>TOTAL</b>	<u><b>\$11,856,226</b></u>

Exhibit C  
PROJECT BUDGET

MIDDLE SCHOOL -NVUSD ONLY	2 Classroom	3/20/97
Description	<u>Cluster ONLY</u>	<u>Total Budget</u>
3 Modular Classroom Clusters	\$1,152,000	\$1,987,000
Modular Cafeteria/Kitchen Bldg.	\$500,000	\$500,000
Library Media Center (modular)	\$500,000	\$500,000
Administration Building (modular)	\$500,000	\$500,000
Modular Music/Performing Arts Bldg.	\$159,000	\$159,000
Earthwork	\$176,275	\$251,275
Water, Sewer, Storm Drain Utilities	\$159,308	\$242,433
Power and Gas Service (inc. on-site signal systems)	\$514,171	\$514,171
On-site walks and paving	\$327,828	\$327,828
Off-site work	\$0	\$0
Landscaping (includes channel revegetation)	\$141,399	\$141,399
Signal system within buildings	\$100,142	\$120,142
Contingency	\$20,000	\$20,000
DSA and Design Fees	\$201,177	\$206,177
Geotechnical Engineering	\$39,047	\$39,047
Inspector	\$22,000	\$22,000
Testing Lab	\$25,000	\$25,000
Kitchen Equipment	\$25,250	\$25,250
Furniture and Equipment	\$150,000	\$150,000
3% escalation for construction start	\$0	\$0
Energy Management System	\$31,250	\$31,250
<b>SUBTOTAL-NVUSD Only</b>	<b>\$4,743,847</b>	<b>\$5,761,972</b>

Exhibit C  
 PROJECT BUDGET continued . . .

AQUATIC CENTER CITY COSTS ONLY		3/20/97
Description	<u>Total Budget</u>	
Comm. Serv. Building/Pool/Concession	\$693,370	
Pool Mechanical Equipment Bldg.	\$78,750	
25 Meter Pool	\$324,166	
Pool Structures	\$30,000	
Pool Deck Trellis	\$20,000	
Pool Deck & Fencing	\$70,000	
Tot Lot Allowance	\$30,000	
Parking Lot Lighting	\$62,500	
Contingency	\$125,000	
DSA and Design Fees	\$166,454	
3% escalation for construction start	\$62,939	
<b>SUBTOTAL - City of American Canyon Only</b>	<b>\$1,663,179</b>	

Exhibit C  
PROJECT BUDGET continued . . .

COMMUNITY CENTER					
JOINT COSTS	3/20/97 TOTAL BUDGET		NVUSD		American Canyon
Description					
Gymnasium/Locker Bldg. (site built)	\$2,186,270	50%	\$1,093,135	50%	\$1,093,135
City Library	\$0	0%	\$0	0%	\$0
Land Acquisition	\$326,604	0%	\$0	100%	\$326,604
Covered Walks and Entry	\$100,000	50%	\$50,000	50%	\$50,000
Earthwork	\$153,320	50%	\$76,660	50%	\$76,660
Water, Sewer, Storm Utilities	\$78,025	40%	\$31,210	60%	\$46,815
Power and Gas Service	\$52,000	40%	\$20,800	60%	\$31,200
On-site walks and paving	\$340,340	20%	\$68,068	80%	\$272,272
Off-site work	\$0	0%	\$0	0%	\$0
Landscaping (includes channel revegetation)	\$235,000	19%	\$44,000	81%	\$191,000
Basketball and Tennis	\$20,000	50%	\$10,000	50%	\$10,000
Parking Lot Lighting		0%	\$0	100%	\$0
Contingency	\$375,000	50%	\$187,500	50%	\$187,500
DSA and Design Fees (includes DSA for pool)	\$323,140	52%	\$167,070	48%	\$156,070
Geotechnical Engineering	\$15,946	50%	\$7,973	50%	\$7,973
Estimated Appraisal	\$5,000	50%	\$2,500	50%	\$2,500
Topographic Survey	\$10,430	50%	\$5,215	50%	\$5,215
Inspector	\$25,000	100%	\$25,000	0%	\$0
Testing Lab	\$35,000	50%	\$17,500	50%	\$17,500
Furniture and Equipment	\$150,000	50%	\$75,000	50%	\$75,000
3% escalation construction start	\$0	0%	\$0	0%	\$0
<b>SUBTOTAL</b>	<b>\$4,431,075</b>		<b>\$1,881,631</b>		<b>\$2,549,444</b>
<b>GRAND TOTAL - PROJECT</b>	<b>\$11,856,226</b>		<b>\$7,643,603</b>		<b>\$4,212,623</b>

WHEREAS, the Napa Valley Unified School District and City of American Canyon wish to apply for such funding by including in this agreement the terms required by Section 17751 and the State Allocation Board Joint Use Policy of June 30, 1997. These terms include (1) that the parties will each deposit an amount equal to the total cost of the Community Center/ Gymnasium that is calculated to be beyond the needs of the district, prior to signing the construction contract; (2) staffing, maintenance, materials acquisition, and other matters related to the administration and operating costs of the joint-use facility; (3) procedures for amendment or termination of the contract, including the disposition of materials housed in the joint-use facility should termination of the contract occur; (4) the district is the sublessee of a lease from the City for the site and building for a term of forty (40) years.

NOW, THEREFORE, Napa Valley Unified School District and the City of American Canyon hereby mutually covenant and agree as follows:

This "Sublease and Joint Use Agreement" is entered into by and between the City of American Canyon and Napa Valley Unified School District,

Each party hereto agrees to the following terms and conditions:

1. **Premises.**

City of American Canyon hereby subleases to the Napa Valley Unified School District, upon the terms and conditions herein set forth, the land and building to be constructed and located in the City of American Canyon, delineated on the map attached hereto as Exhibit A, hereinafter referred as the Community Center/ Gymnasium.

2. **Term.**

a. The term of this Sublease and Joint Use Agreement for the site and building shall commence on August 1, 1997 and end on July 31, 2037. The term "Lease Year" shall be defined as the annual anniversary of the commencement date of the Lease. It is the intent of the parties that the term of this sublease be amended, as provided in Paragraph 20 of this agreement, to exclude the building and include only the underlying real property, at such time as the City of American Canyon has repaid its Lease Revenue Bonds in full, which is expected to occur in twenty-five (25) years, or June 1, 2022.

- b. This Sublease and Joint Use Agreement shall be automatically renewed at the expiration of the term set forth above for an additional ten (10) years, and for an additional ten year period thereafter and at the end of each successive term, unless Napa Valley Unified School District or the City of American Canyon gives written notice to the other party of its intent not to renew this Sublease and Joint Use Agreement at least ninety (90) days before expiration of the initial or any extended term.

3. **Rental.**

The City of American Canyon and Napa Valley Unified School District agree that the District's obligation to pay rent to the City for use of the Community Center/ Gymnasium shall be fully satisfied by District's payment of its share of the construction costs for the Community Center/ Gymnasium as set forth in Paragraph 10 and Exhibit C of the Agreement between the Napa Valley Unified School District and the City of American Canyon for the construction and development of the American Canyon Middle School, Community Center/ Gymnasium, and Aquatic Center executed by the parties on March 20, 1997.

4. **Construction Funding**

The City of American Canyon and Napa Valley Unified School District have agreed to a construction funding plan for the Community Center/ Gymnasium and have agreed to secure 100% of the total projected construction costs prior to the award of construction bids for the project, in their Construction and Development Agreement dated March 20, 1997 at Paragraph 10 and Exhibit C. Should the District be successful in its application for state joint use facility funding, the parties agree to deposit in a county school lease-purchase fund, an amount equal to the total cost of any space in the Community Center/ Gymnasium (that is calculated to be beyond the needs of the district based on a state formula for school construction) prior to signing the construction contract for the project, as required by Education Code Section 17751.

5. Use.

During the term of this Sublease and Joint Use Agreement, the property and improvements known as the Community Center/ Gymnasium as described above shall be used by Napa Valley Unified School District and City of American Canyon exclusively for the following purposes.

- a. Education and extracurricular activities of the Napa Valley Unified School District will take precedence for Community Center/ Gymnasium use during school hours.
- b. Community Recreation Activities
- c. Senior Activities
- d. Other activities by mutual agreement of the Napa Valley Unified School District and City of American Canyon.
- e. Under the Civic Center Act the Community Center/ Gymnasium will be available for public use. Use of the Community Center/ Gymnasium for these purposes shall be scheduled through the City of American Canyon.

6. Operating Costs

a. Instructional and City Personnel.

- 1) Napa Valley Unified School District shall pay for the costs of site-assigned instructional and other personnel including but not limited to teachers, instructional aides, principals, etc. for the District's programs operated at the Community Center/ Gymnasium. The Napa Valley Unified School District shall provide appropriate personnel to directly provide and supervise Napa Valley Unified School District's program at the facility.
- 2) City of American Canyon shall pay for the costs of site-assigned City of American Canyon personnel for the Community Center/ Gymnasium, for the City's programs operated at the Community Center/ Gymnasium and during the hours the facility is used by City of American Canyon.

b. Clerical and Office Personnel.

- 1) Napa Valley Unified School District shall pay for the costs of site-assigned clerical and office personnel for its programs operated at the **Community Center/ Gymnasium.**
- 2) City of American Canyon shall pay for the costs of site-assigned clerical and office personnel for its programs operated at the **Community Center/ Gymnasium.**

c. Custodial and Groundskeeping Personnel.

City of American Canyon and the Napa Valley Unified School District shall share the costs of site-assigned custodial and groundskeeping personnel for the **Community Center/ Gymnasium** in an equitable manner based on their proportional use of the facility.

d. Cleaning and Housekeeping Supplies

- 1) Napa Valley Unified School District and City of American Canyon shall share the costs of cleaning and housekeeping supplies for buildings used jointly by each agency in the **Community Center/ Gymnasium** in an equitable manner based on their proportional use of the facility.
- 2) City of American Canyon may contract with Napa Valley Unified School District to acquire cleaning and housekeeping supplies. In this case, Napa Valley Unified School District shall provide cleaning and housekeeping supplies to City of American Canyon on a cost only basis.
- 3) Graffiti removal shall be a priority of both agencies. Graffiti removal shall occur as soon as practical and generally within 24 hours of discovery. The City of American Canyon shall be responsible for the removal of graffiti at the **Community Center/ Gymnasium.**

e. Utilities.

- 1) Napa Valley Unified School District and City of American Canyon shall pay a prorated share for the costs of the following utilities: water, gas, electricity, heat, light, phone and alternative power source for buildings used jointly by each agency (Community Center/ Gymnasium). The method of allocation shall be based on hours of the proportional use of the facility by each agency.
  
- 2) City of American Canyon shall provide water services to the Community Center/ Gymnasium on a metered rate basis at the applicable American Canyon Municipal Code rates or at a rate mutually agreed to by the parties. The City shall also provide sewer services to the District at the applicable American Canyon Municipal Code rates, or at a rate mutually agreed to by the parties, based on a proportional basis to the District's usage of the facility.

f. Maintenance and Repairs.

Napa Valley Unified School District shall maintain all heating ventilation, air conditioning equipment, all mechanical maintenance, electrical facilities, security systems, exterior painting, the exterior walls and roofs of the buildings, and communication systems of the Community Center/ Gymnasium and City of American Canyon shall maintain or cause to be maintained all concrete and asphalt surfaces and areas, and all common areas including, but not limited to, parking areas, sidewalks, roadways, play areas and fields, the water system, all plumbing and sewage systems, lighting and landscaping relating to the Community Center/ Gymnasium.

g. Garbage Service.

City of American Canyon shall provide all garbage service for the Community Center/ Gymnasium.

h. Other Supplies.

Napa Valley Unified School District and City of American Canyon shall provide all other supplies for their own programs operated at the Community Center/ Gymnasium which have not been provided for in this Paragraph.

i. **Equipment and Furnishings Replacement.**

- 1) Napa Valley Unified School District shall provide school related equipment and furnishings for its programs operated at the Community Center/ Gymnasium at its cost. City of American Canyon shall provide City related equipment and furnishings for its programs operated at the Community Center/ Gymnasium at its cost.
- 2) Each agency shall determine its own replacement schedule for equipment and furnishings replacement. Equipment and furnishings shall be replaced in a timely manner so as not to contribute to a safety hazard or interfere with the efficient operation of the Community Center/ Gymnasium.
- 3) Napa Valley Unified School District and the City of American Canyon may agree, when practicable to do so, to jointly provide equipment and furnishings for use in either of their programs in the Community Center/ Gymnasium. Both agencies shall replace equipment and furnishings jointly provided on an equitable basis.

7. **Building Fixtures**

- a. Napa Valley Unified School District may install at its sole cost school related building fixtures for its programs operated at the Community Center/ Gymnasium. City of American Canyon may install at its sole cost City related building fixtures for its programs operated at the Community Center/ Gymnasium. The parties may, by mutual agreement, share the costs of building fixtures to be used by the City of American Canyon and Napa Valley Unified School District and the costs shall be shared by the parties on an equitable basis.
- b. Each agency shall review and approve a replacement schedule for their respective building fixtures and the shared building fixtures in the Community Center/ Gymnasium.
- c. Each party shall engage in a reasonable preventive maintenance program to assure long-life from its building fixtures. Any malfunction of fire and life safety fixture components shall be repaired or replaced immediately.

d. At the expiration of or amendment pursuant to Paragraph 20, to this Sublease and Joint Use Agreement, the Napa Valley Unified School District and the City of American Canyon may remove, at its discretion, building fixtures installed by it on the premises, unless, by mutual agreement, the parties agree to have the fixtures become and remain a part of the building. Any removal of such fixtures shall be effected solely at the expense of the party who installed the fixture and without injury or damage to the premises. Each party covenants to repair immediately, at its own expense, any injury or damage caused by such removal. This subparagraph shall survive the termination of this Sublease and Joint Use Agreement.

8. **Alterations**

Napa Valley Unified School District and City of American Canyon shall meet and confer prior to any alterations of the facility. All alterations shall meet the relevant laws, building codes or regulations pertaining to school and City facilities. In the event that a conflict arises between the legal standards applicable to school and those applicable to City facilities, the most rigorous standard shall prevail. In the event that costs are shared, the City of American Canyon and Napa Valley Unified School District shall determine in advance each agencies contribution to proposed alteration.

9. **Assignment and Subletting**

Except as provided herein, the City of American Canyon shall not assign or sublet this sublease to any other person, firm or corporation. This sublease shall be assigned to the American Canyon Joint Powers Financing Authority or its assignees if the City of American Canyon is in default of its Lease Agreement between the City of American Canyon and the American Canyon Joint Powers Financing Authority dated May 1, 1997 and said Lease Agreement is terminated pursuant to Paragraph 9.2(b) of that agreement. It is understood between the parties that the District's right to possession shall be superior to any default remedies of the agreement between the City of American Canyon and the American Canyon Joint Powers Financing Authority and that default by the City of American Canyon of that agreement shall not permit any party to eject the Napa Valley Unified School District and relet the premises to convert the use of the Community Center/ Gymnasium to other than a public school and recreational facility operated by the Napa Valley Unified School District as provided herein and in Paragraph 9.2 of that agreement.

10. Insurance.

a. General Liability and Auto Insurance

Napa Valley Unified School District and City of American Canyon shall carry and maintain, during operation of the **Community Center/ Gymnasium**, each at their own cost and expense, the following types of liability insurance:

- 1) General liability insurance and auto insurance (if applicable) with limits of no less than \$5,000,000 combined single limit per occurrence; subject to no less than \$5,000,000 annual aggregate limit for **Community Center/ Gymnasium**.
  
- 2) Such general liability insurance and auto insurance shall:
  - i) Be provided by insurance companies admitted in California and rated at least A in Best's Insurance Guide or, if not admitted in California, from companies rated at least A:X in the latest Best's Insurance Guide; or such other insurance companies, insurance pools or self-insured programs as are acceptable to the City of American Canyon and Napa Valley Unified School District.
  
  - ii) Provide primary and not excess coverage.
  
  - iii) Name City of American Canyon and Napa Valley Unified School District as an additional insured on each other's policies.
  
  - iv) Claims made policies are not acceptable.
  
  - v) Require that City of American Canyon and Napa Valley Unified School District be given at least thirty (30) days written notice before any such insurance can be canceled or changed with respect to the party's coverage or limits of liability.

b. Property Insurance

The Napa Valley Unified School District and City of American Canyon shall carry and maintain during the operation of the **Community Center/ Gymnasium**:

- 1) Property insurance shall be maintained for the **Community Center/ Gymnasium** with limits of no less than the replacement cost of the buildings. Napa Valley Unified School District maintains a self-insured retention (deductible) of \$100,000 per occurrence and purchases excess coverage for \$100,000 up to \$100,000,000. If any damage or destruction to the **Community Center/ Gymnasium** occurs Napa Valley Unified School District shall contribute to the full cost of the deductible for its property insurance. Any additional cost of providing insurance for **Community Center/ Gymnasium** shall be borne by these two parties in equal shares.
- 2) Such property insurance shall:
  - i) Be provided by insurance companies admitted in California and rated at least A in Best's Insurance Guide or, if not admitted in California, from companies rated at least A:X in the latest Best's Insurance Guide; or such other insurance companies, insurance pools or self-insurance programs as are acceptable to the City of American Canyon and Napa Valley Unified School District.
  - ii) Provide primary and not excess coverage.
  - iii) Name City of American Canyon and Napa Valley Unified School District as an additional insured.

- iv) Waive subrogation rights, if any, which the insurer may have against the City of American Canyon and Napa Valley Unified School District. Napa Valley Unified School District agrees that it shall not make any claim against or seek to recover from City of American Canyon for any loss or damage to its property or the property of others resulting from fire or other hazards covered by such insurance. City of American Canyon agrees that it shall not make any claim against or seek to recover from Napa Valley Unified School District for any loss or damage to its property or the property of others resulting from fire or other hazards covered by such insurance; provided, however, this release shall not apply to damage arising from the willful misconduct of the other agency or resulting from conduct that abrogates the waiver of subrogation clause provided by insurer.
  
- v) Require that City of American Canyon and Napa Valley Unified School District be given at least thirty (30) days written notice before any such insurance can be canceled or changed with respect to the party's coverage or limits of liability.

c. Annual Review of Insurance Coverage

The City of American Canyon and the Napa Valley Unified School District shall jointly review all insurance coverage for the Community Center/ Gymnasium on at least an annual basis in order to ensure that the facility and the activities of each agency at the facility are sufficiently insured.

11. **Indemnification.**

- a. The Napa Valley Unified School District and the City of American Canyon mutually agree to indemnify, defend and hold each other, their agents, and employees, harmless for any and all liability to the extent caused by the negligence or omission of the Napa Valley Unified School District or the City of American Canyon, their officers, agents, or employees, arising out of this agreement, or any other liability or claims of same arising out of this Agreement, and to pay any and all claims, damages, judgments, legal costs, and attorney's fees related thereto. It is also understood and agreed that pursuant to Government Code Section 895.4, the Napa Valley Unified School District and the City of American Canyon shall fully indemnify and hold each other harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reasons of anything done or omitted to be done by the Napa Valley Unified School District or the City of American Canyon, their officers, agents, or employees, under this Agreement, or in connection with any work or authority delegated to the Napa Valley Unified School District or the City of American Canyon pursuant to this Agreement.

The Napa Valley Unified School District and the City of American Canyon shall reasonably cooperate in the defense of any claims, actions, or proceedings, brought against either agency by third parties. All actions brought against either the City of American Canyon or the Napa Valley Unified School District shall be defended by competent legal counsel approved by both parties.

This obligation on the part of Napa Valley Unified School District includes, but is not limited to, any claims of discrimination based on any actual or claimed change in the racial composition of the student bodies of the schools which make up the Napa Valley Unified School District as a result of the construction and operation of the School Facilities with the City of American Canyon pursuant to this Agreement. Napa Valley Unified School District shall further indemnify, and defend City of American Canyon from and against all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

- b. Notwithstanding the foregoing, neither party shall indemnify the other for reckless misconduct or willful misconduct of that other party.

12. Damage or Destruction.

Except as set forth here, any damage or destruction to the premises shall not terminate this Agreement. If the existing laws do not permit the restoration, either party can terminate this Agreement immediately by giving notice to the other party.

The Napa Valley Unified School District and the City of American Canyon shall make every effort to sufficiently insure the premises to provide adequate coverage for repair and replacement in the event of damage or destruction of the premises.

This section shall only apply in situations in which full insurance coverage for the particular type of damage or destruction is not available.

In the event that any of the improvements comprising the Community Center/ Gymnasium are damaged, and the insurance proceeds, if any, are inadequate to cover the costs of restoration, the parties shall contribute in proportion to their original contributions toward the construction costs; provided, however, if the out of pocket costs of either party would exceed twenty five percent (25%) of the replacement costs of such improvement after the payment of deductibles or self-insured portions of the property damage insurance then such party shall have the right to terminate this Agreement unless the other party agrees to bear the excess costs under provisions set forth above.

13. Default and Dispute Resolution

All rights and remedies of the Napa Valley Unified School District and the City of American Canyon herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law, or equity; and likewise, the exercise by the Napa Valley Unified School District and the City of American Canyon of any remedy provided for herein or allowed by law or equity shall not be to the exclusion of any other remedy. The parties to this Agreement agree to mediate any dispute or claim between them arising out of this Agreement or any resulting transaction before resorting to court action. Mediation is a process in which parties attempt to resolve a dispute by submitting it to an impartial, neutral mediator who is authorized to facilitate the resolution of the dispute but who is not empowered to impose a settlement on the parties. The mediation fee, if any, shall be divided equally among the parties involved. Before the mediation begins, the parties agree to sign a document limiting the admissibility in arbitration or any civil action of anything said, any admission made, and any documents prepared, in the course of the mediation, consistent with Evidence Code §1152.5. IF ANY PARTY COMMENCES A COURT ACTION BASED ON A DISPUTE OR CLAIM TO WHICH THIS PARAGRAPH APPLIES WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION, THEN IN THE DISCRETION OF THE ARBITRATORS(S) OR JUDGE, THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY'S FEES EVEN IF THEY WOULD BE OTHERWISE BE AVAILABLE TO THAT PARTY IN SUCH A COURT ACTION. However, the filing of a judicial action to enable the recording or preservation of an order of attachment, receivership, injunction, mechanic's liens or stop notice, or other provisional remedies, shall not in itself constitute a loss of the right to recovery attorney's fees under this provision.

14. Right to Inspect.

The Napa Valley Unified School District and City of American Canyon or representatives or agents shall have the right to enter the premises at all reasonable times during the term of this Agreement to inspect the same.

15. **Entire Agreement.**

This Lease constitutes the entire agreement between the Lessor and Lessee relative to the Premises and this agreement may be altered, amended or revoked only by an instrument in writing signed by both Lessor and Lessee. Lessor and Lessee agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the Premises are merged in or revoked by this agreement.

16. **Time: Joint and Several Liability.**

Time is of the essence in the performance of this Sublease and Joint Use Agreement and each and every provision hereof, except to the conditions relating to the delivery of possession of the Premises to Lessee. All the terms, covenants, and conditions contained in this Lease to be performed by either party, if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and non-exclusive of any other remedy at law or in equity.

17. **Binding Effect: Choice of Law.**

The parties hereto agree that all the provisions hereof are to be construed as both covenants and conditions as though the words imparting such covenants and conditions were used in each separate paragraph hereof; subject to any provisions hereof restricting assignment or subletting by Lessee all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the of the State of California.

18. **Waiver.**

No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or, condition. Acceptance by Lessor of any performance by Lessee after the time the same shall have become due shall not constitute a waiver by Lessor of the breach or default of any covenant, term, or condition unless otherwise expressly agreed to by Lessor in writing.

19. Notices.

All notices or demands of any kind required or desired to be given by Lessor or Lessee hereunder shall be in writing and shall be deemed delivered forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the Lessor or Lessee respectively at the addresses set forth after their signatures at the end of this Lease.

20. Amendments

This Sublease and Joint Use Agreement may be amended or any of its terms modified, upon written consent of the Napa Valley Unified School District and the City of American Canyon.

It is the intent of the parties that the term of this sublease be amended to exclude the Community Center/ Gymnasium building and include only the underlying real property at such time as the City of American Canyon has repaid its Lease Revenue Bonds in full. It is expected the repayment will be completed in twenty-five (25) years, or June 1, 2022.

It is further the intent of the parties that, upon repayment of the City's Lease Revenue Bonds, title to the building shall be reconveyed to the Napa Valley Unified School District and City of American Canyon in joint ownership in proportion to their respective contributions to the construction costs of the Community Center/ Gymnasium as specified in the Agreement between the District and City for Construction and Development of the American Canyon Middle School, Community Center/ Gymnasium and Aquatic Center Paragraph 10 and Exhibit C, dated March 20, 1997.

21. Termination

This Sublease and Joint Use Agreement may not be terminated by either the Napa Valley Unified School District and the City of American Canyon in the absence of default of the other party under the terms of this agreement or the Agreement between the Napa Valley Unified School District and the City of American Canyon for the Construction and Development of the American Canyon Middle School, Community Center/ Gymnasium and Aquatic Center entered into by the parties on March 20, 1997 during the initial term of this Sublease and Joint Use Agreement as set forth in Paragraph 2.

After July 31, 2037, this agreement may be terminated by the Napa Valley Unified School District or the City of American Canyon in the event of default of either party, or upon mutual written agreement of the parties.

In the event of an alleged default, the party making the claim of default shall give written notice to the other party of the nature of the default, the Paragraph(s) of this Sublease and Joint Use Agreement and/or the Agreement between the Napa Valley Unified School District and the City of American Canyon for the Construction and Development of the American Canyon Middle School, Community Center/ Gymnasium and Aquatic Center entered into by the parties on March 20, 1997 that have been violated and the relief sought.

The party against whom the claim of default is asserted shall be given written notice of and at least thirty (30) days in which to cure the default, in the absence of an immediate threat to the health and safety of persons using the Community Center/ Gymnasium facility, in which case the default shall be cured as quickly as practicable.

If the default is not cured within the applicable time period or if either party notifies the other that the claimed default is disputed, the claim of default will be considered disputed and shall be subject to mediation pursuant to Paragraph 13 of this Agreement. If mediation cannot resolve the dispute within sixty (60) days after notice to cure the default has been given, the Agreement may be terminated.

Should this agreement be terminated for cause, disposition of materials housed in the facility shall be in a manner prescribed in the Education Code, Government Code, or other manner determined by federal, state, or local statute.

Disposition of materials housed in the facility shall revert to the original agency. In the event, the materials were jointly purchased, the either agency may elect to keep the materials by mutual consent of the other agency. In the event mutually acquired materials are sold, the sale proceeds shall revert to the original agency in the same proportion as the original contribution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the 31st day of July, 1997.

NAPA VALLEY UNIFIED SCHOOL DISTRICT

By: David Brown  
David Brown, Superintendent,  
Secretary to the Board of Education

Countersigned by: Michael G. Dencavage  
Michael G. Dencavage, Assistant Superintendent/Business Services

Napa Valley Unified School District  
2425 Jefferson Street  
Napa, California 94558

APPROVED AS TO FORM: Sally Jensen Dutcher  
General Counsel

CITY OF AMERICAN CANYON

By: Ben Anderson  
Ben Anderson, Mayor  
City of American Canyon

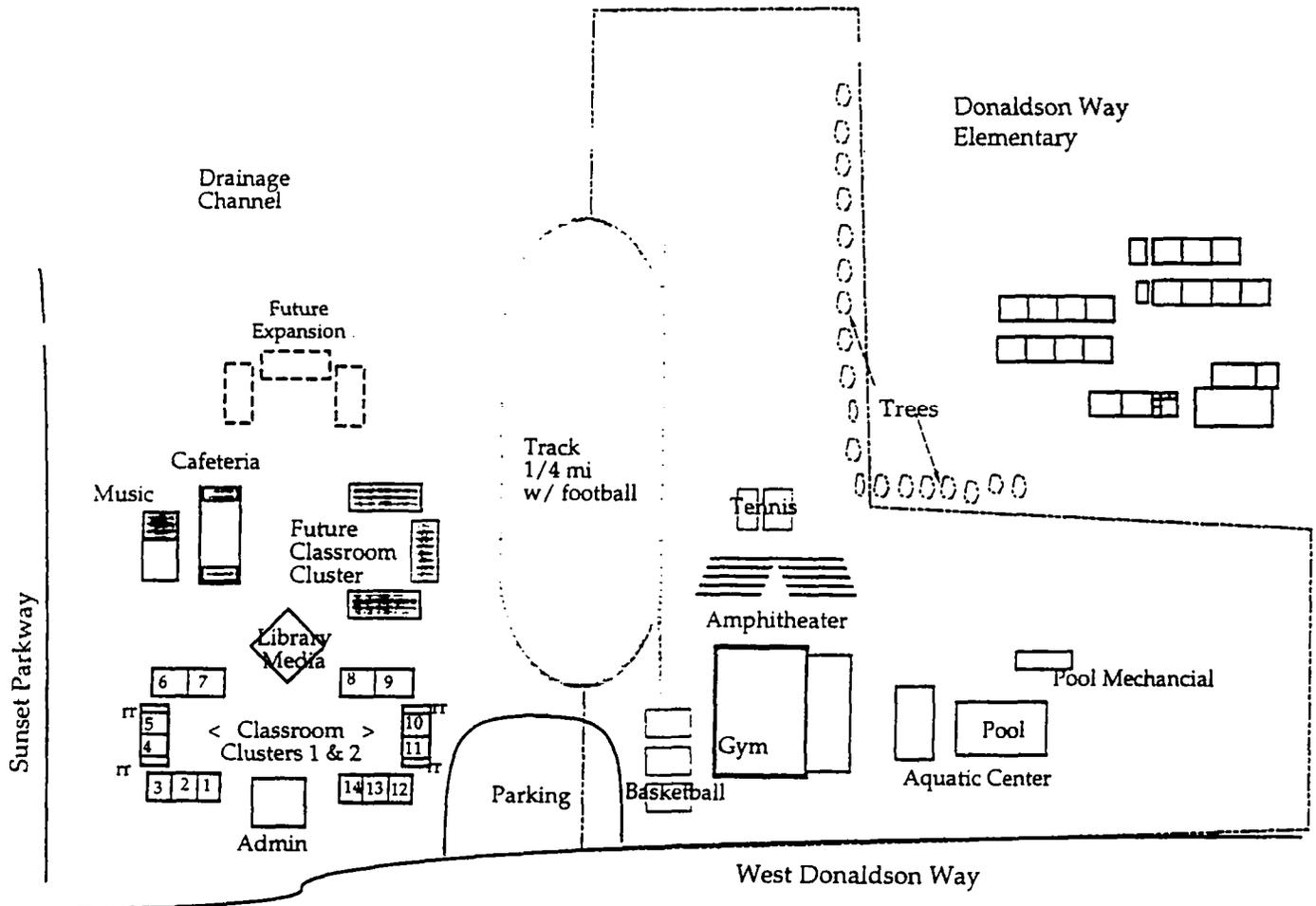
Countersigned by: Mark Joseph  
Mark Joseph, City Manager  
City of American Canyon

City of American Canyon  
2185 Elliott Drive  
American Canyon, CA 94589-1331

APPROVED AS TO FORM: William D. ...  
City Attorney

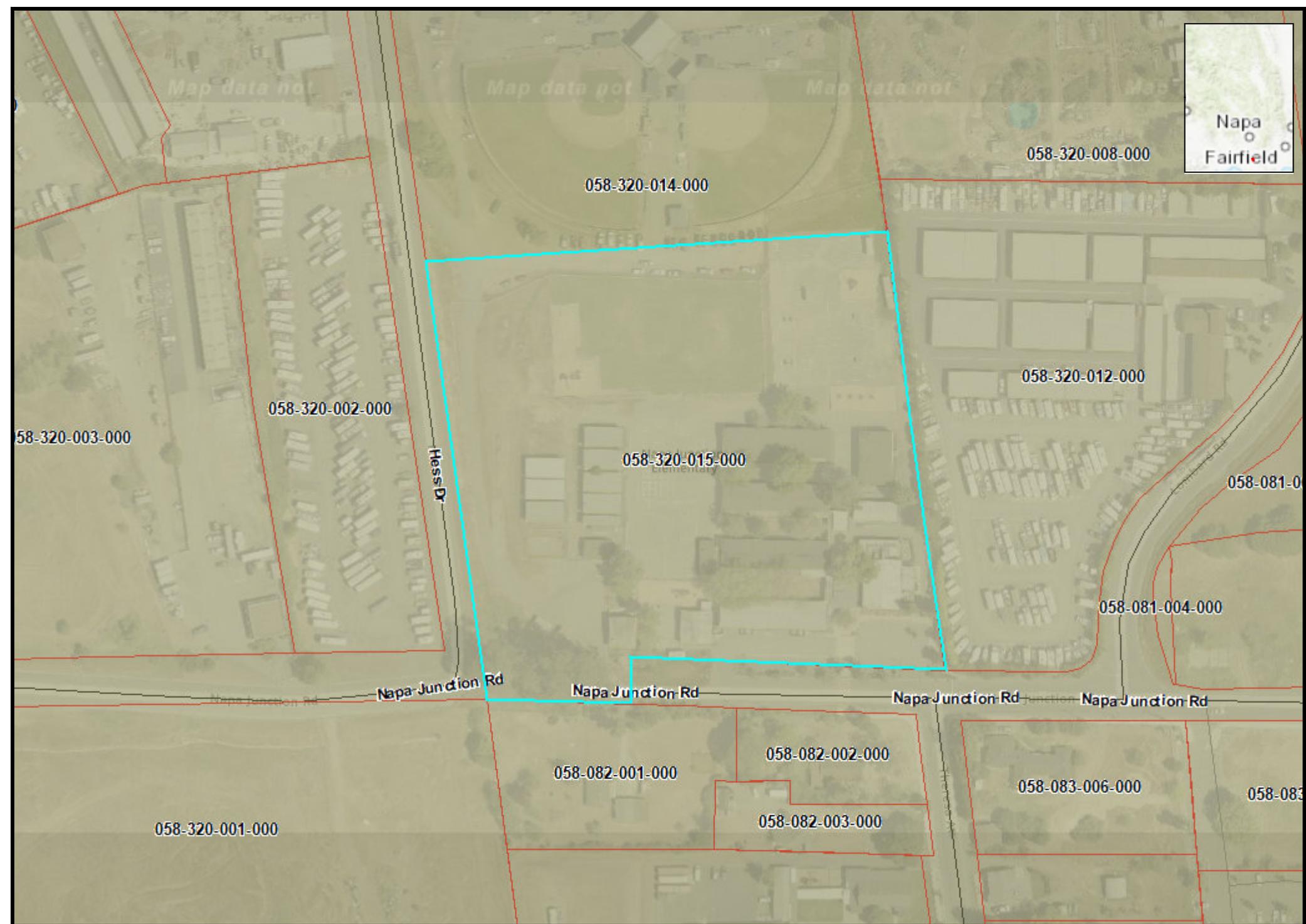
NAPA VALLEY UNIFIED SCHOOL DISTRICT  
 and  
 CITY OF AMERICAN CANYON  
**American Canyon Middle School  
 Community Center/ Gymnasium  
 Aquatic Center**

American Canyon, CA 94559  
 Exhibit A



- NVUSD
- Future Phases
- NVUSD
- City/NVUSD
- City
- City Land

- Admin Bldg 3,855 s.f.
- Cafeteria 2,880/4,800 s.f.
- Classrooms 1-14 16,640 s.f.
- Gym 14,168 s.f.
- Library Media 3,855 s.f.
- Music 1,920/3,840 s.f.
- Aquatic Center 3,125 s.f.
- Pool Mechanical 1,120 s.f.



# Napa Junction Road Property



Disclaimer: This map was prepared for information purposes only. No liability is assumed for the accuracy of the data delineated hereon.

**RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF AMERICAN CANYON DETERMINING GENERAL PLAN CONFORMITY PURSUANT TO GOVERNMENT CODE SECTION 65402 FOR THE PROPOSED PROPERTY EXCHANGE OF THE COMMUNITY CENTER/AMERICAN CANYON MIDDLE SCHOOL GYM PROPERTY AND THE NAPA JUNCTION ELEMENTARY SCHOOL SITE PROPERTY**

**WHEREAS**, City is the fee owner of 9.66 acres of real property (APN 058-040-026) known as the Community Center/American Canyon Middle School Gym/Track property ("Community Center/ACMS Gym Property"), which the City uses for community and recreation purposes, located in the City in Napa County, California; and

**WHEREAS**, the District is the fee owner of 6.57 acres of real property (APN 058-320-0015) which is the site of the (former) Napa Junction Elementary School ("Napa Junction Rd. Property"), located in the City in Napa County, California; and

**WHEREAS**, the City processing a Lot Line Adjustment whereby approximately 4.6 acres of APN 058-040-026 consisting of portions of the Community Center/ACMS Gym Property will be transferred the District ("Transferred ACMS Gym Property") in exchange for specific real property from the District; and

**WHEREAS**, all referenced properties have a General Plan Land Use Designation of "P" (Public Use); and

**WHEREAS**, the City desires to acquire the Napa Junction Rd. Property for public community and recreation purposes and to continue vehicle access to implement, consistent with Government Code section 65103(b) of its General Plan, 2018 Circulation Element (Pps. 11, 13, designating Napa Junction Road as a minor and major collector) and to meet General Plan Land Use Element Goal 1A and Parks and Recreation Element Goal 7 to provide for a wide variety of land uses and supporting services to enrich the lives of the existing and future American Canyon residents; and

**WHEREAS**, District desires fee ownership of the Transferred ACMS Gym Property to better manage and provide District educational activities, and to continue to allow members of the American Canyon Public to use the property for community purposes subject to District fee schedules; and

**WHEREAS**, the City and District are negotiating a Property Exchange Agreement to exchange the Transferred ACMS Gym Property for the Napa Junction Rd. Property; and

**WHEREAS**, California Government Code Section 65402 requires the Planning Commission to review the proposed exchange of public properties conformity with the adopted General Plan; and

**WHEREAS**, the Transferred ACMS Gym Property to be exchanged to the District will be unnecessary for the City as it will be gaining the Napa Junction Rd. Property from the District intended for community and recreation purposes and to continue vehicle access to implement, consistent with Government Code section 65103(b) its General Plan, 2018 Circulation Element (Pps. 11, 13), designating Napa Junction Road as a minor and major collector ; and

**WHEREAS**, the City of American Canyon Planning Commission considered the properties to be exchanged at the regularly scheduled public meeting of May 26, 2022, at which time all those in attendance were given the opportunity to speak on the proposal; and

**WHEREAS**, the determination of conformity with the General Plan pursuant to Government Code Section 65402 is not considered a "project" under the California Environmental Quality Act (CEQA); and

**WHEREAS**, all legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, BE IT RESOLVED** the Planning Commission does hereby find that the exchange of the Transferred ACMS Gym Property and Napa Junction Rd. Property is in conformity with the adopted City of American Canyon General Plan.

**PASSED, APPROVED and ADOPTED** at a regularly scheduled meeting of the Planning Commission held on the 26<sup>th</sup> day of May, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Crystal Mallare, Chair

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Nicolle Jones, Administrative Technician

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



## City Council Committee Report

**Submitted by:** \* Councilmember Mark Joseph

**Council Meeting Date:** 06/07/2022

**Event Date:** 2022-05-18 **Event Type:** Committee Report

**Event Title: \*** Napa Valley Transportation Authority (NVTa)

**Event Report:** There weren't too many major actions at this meeting. It was more of a regular business session. We heard about the rollout of all electric busses (and more will be coming); a quarterly update on the Vine Service; we established an ad hoc nominating committee for next year's Chair/Vice-Chair; formally adopted a two-year budget; and approved a COLA for the Executive Director. We also approved going for proposals for the One Bay Area Grant (OBAG), recognizing about 2/3 of the allocation has already been earmarked (some for our Green Island Road project; and some for St. Helena and Napa City's 5-way intersection on Silverado).

**File/Photo Upload** Max file size for all uploads is 10 MB

**Event Date:** 2022-05-27 **Event Type:** Committee Report

**Event Title: \*** Climate Action Committee

**Event Report:** Some excitement here!

First, we heard a presentation from the Bay Area Air Quality Management District (BAAQMD) regarding their new Climate Action air quality standards. Basically, if we want to be able to meet our Climate Action portion of any new EIR, we need to require compliance with BAAQMD's standards, or adopt our own standards. BAAQMD requires a number of significant elements: for new buildings, no use of natural gas (in effect, the all-electric reach code becomes the de facto policy); no wasteful energy use; for transportation, at least a 15% reduction in Vehicle Miles Traveled (VMT) and installation of EV Chargers.

Second, there was a good discussion about whether we should invest in a Countywide Climate Action Plan. The CAC embraced this concept and recommended each representative take it back to their respective jurisdiction for feedback and direction. I support the regional approach, but also want us to focus on doing things while we take a year or two to develop a plan.

We also received a regular update on the Greenhouse Gas (GHG) inventory. We should be getting the results later this fall.

**File/Photo Upload** Max file size for all uploads is 10 MB

**Event Date:** **Event Type:** Community Event

**Event Title: \*** Community Events and Activities

**Event Report:**

- **Kiwanis:** attended our monthly board meeting as well as the General Membership Meeting (heard a presentation from Brenda Knight on Juneteenth; and honored our graduating Key Club members); also

attended a regular Key Club meeting at ACHS.

- **ACAF:** Attended the regular board meeting; took advantage of an afternoon on Mare Island as part of our monthly Social Event; and worked on several upcoming ACAF events (ACHS Art & Music Event; Juneteenth, Latino Heritage Celebration, etc.)
- **Chamber:** attended the Mixer at Adobe Lumber--great appetizers and I won a \$100 gift certificate from Adobe!! also made it to the Chamber's regular Coffee at Redwood Credit Union.
- **Organized Labor:** attended their annual Spring Salute at Hann's Park in Vallejo; attended their Community Benefits Coalition meeting and discussed the status of Napa City's General Plan; due to meeting conflicts, could not attend the Apprenticeship Event in Vacaville but did provide a sponsorship
- **American Canyon Democratic Club:** our first in-person meeting had a good turnout and Bill Dodd and Cecilia Aguiar-Curry were there and spoke to the crowd. Good music, good food, good company! Also, completed a survey in which the respondents want more emphasis on national affairs. Our next program will be on either gun violence or abortion.
- **Special Events:** Attended the Gap Closure ribbon-cutting for the Vine Trail in Napa City, but missed the Groundbreaking for the Calistoga to St. Helena Vine Trail portion; Made it to the Devlin Road Ribbon cutting and was excited to use the road for the first time; sponsored and attended the Little League's Hoedown, but didn't try the mechanical bull! Good food, though! rode my bike to the Memorial Day Ceremony, and was very impressed with how well the event was organized and presented; showed up for the Family Resource Center's ribbon cutting, but had to leave early for the Fire District Meeting;

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**Event  
Date:**

**Event  
Type**

Other

**Event Title: \*** City Events and Activities

**Event Report:** Made it to **Justin Moreno's memorial**--current and former City employees contributed towards a park bench in his memory; Also, attended the **Public Works Picnic** and enjoyed the camaraderie of our staff. Was not able to attend the **Traffic Calming Workshop**, but listened to it afterwards--I believe we need to bring this matter back to Council for some additional direction and clarification. Traffic Calming is also a fairly expensive investment, so we need to be judicious and fair about it. Happy to be at a meeting with **Engie top Executives--we toured the Wastewater Treatment Plant** and talked about the upcoming project to expand our industrial treatment options. And lastly, attended a meeting of the **neighbors concerned about Napa Cove**--we had a long conversation, and was able to clarify/resolve a few of their concerns and there are still one or two items outstanding. They were reasonable even if they weren't happy with the outcome--I think we need to find better ways to let neighbors know about proposals that impact their neighborhoods, whether they are likely to be applauded or objected to!

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