



REGULAR CITY COUNCIL MEETING AGENDA

City Hall - Council Chambers
4381 Broadway St., Suite 201, American Canyon
August 2, 2022
4:30 PM

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

AMENDED AGENDA

This agenda has been amended to add Items 5, 6 and 7.

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, this City Council meetings will be conducted via zoom teleconferencing only 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 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: 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: 8414701 1779 **Passcode:** 060300

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

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

AMERICANS WITH DISABILITIES ACT: The City Council will provide materials in appropriate alternative formats to comply with the Americans with Disabilities Act. Please send a written request to City Clerk at 4381 Broadway, Suite 201, American Canyon, CA 94503 or by email to cityclerk@cityofamericancanyon.org. Include your name, address, phone number and brief

description of the requested materials, as well as your preferred alternative format or auxiliary aid, at least three calendar days before the meeting.

PUBLIC ADDRESS – THERE WILL BE NO CLOSED SESSION MEETING.

4:30 P.M. OPEN SESSION - REGULAR MEETING

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

THERE WILL BE NO REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

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

1. **Minutes of July 19, 2022**
Recommendation: Approve the Minutes of the City Council meeting of July 19, 2022.
2. **Purchase of Camera System for Sewer Collections**
Recommendation: Adopt a Resolution approving the purchase of Camera System for Sewer Collections in the amount not to exceed \$63,000.

BUSINESS

3. **Property Exchange with Napa Valley Unified School District**
Recommendation: Adopt a Resolution approving a Property Exchange and Acquisition Agreement to transfer approximately 5.6 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.

4. **Termination of Amended and Restated Improvement Agreement and First Amendment to Subdivision Improvement and Reimbursement Agreement for the Napa Logistics Phase 2 Project**

Recommendation: Adopt a Resolution taking the following actions in conjunction with the Napa Logistics Phase 2 Project:

1. Adopting the Initial Study/Addendum prepared by First Carbon Solutions, dated June 2022 for the NLP 2 Project; and,
2. Authorizing the City Manager to execute the Termination of Amended and Restated Improvement Agreement and First Amendment to Subdivision Improvement and Reimbursement Agreement for the Napa Logistics Phase 2 Project.

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.

5. **Matters Related to Arguments for Measure J**

6. **American Canyon 2022 Climate Action Plan**

7. **Future Agenda Items**

August 16

Eagle Scouts Wetlands Project Presentation

Solid Waste Rate Increase

Urban Water Management Plan

Local Streets and Roads Plan

August 30, 2022 Special Joint City Council/PCS Meeting

PCS Annual Work Plan

September 6, 2022

Latino Heritage Month

National CERT Week

Domestic Violence Awareness Month

SDG 217 Appeal

ADJOURNMENT

CERTIFICATION

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

Taresa Geilfuss, CMC, City Clerk

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

ACTION MINUTES

July 19, 2022

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

4:30 P.M. CLOSED SESSION

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

3. Conference with Legal Counsel - Existing Litigation.

Authorized pursuant to Government Code Section 54956.9(d)(1):

City of American Canyon v. City of Vallejo, et al. (Napa Superior Court Case No. 22CV000772)

4. 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

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

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

Absent: None

Excused: None

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

City Attorney William Ross provided an oral report upon return from closed session. Closed session commenced at 4:36 p.m. Council received one comment from Russ Charpentier. Agenda Item 1 had an action and direction given to staff, not reportable. Item 2 three matters, no reportable action. Item 3, no reportable action. Item 4, no reportable action. Closed session adjourned at 6:15 pm.

PROCLAMATIONS AND PRESENTATIONS

5. Presentation - Parks and Recreation Month, July 2022

Council received a presentation from Parks & Recreation Director Alexandra Ikeda in recognition of Parks & Recreation month.

6. Presentation - Local Roadway Safety Plan

Council received a presentation on our Local Roadway Safety Plan from Public Works Director Erica Ahman Smithies with Kathryn Kleinschmidt of GHD. Mayor Garcia called for public comments. Chris James was called to speak; Tammy Wong was called to speak. The public comments period was closed.

PUBLIC COMMENTS - ITEMS NOT ON THE AGENDA

Mayor Garcia called for public comments. William Baker was called to speak; Beth Marcus was called to speak.

AGENDA CHANGES

There were no changes to the agenda.

CONSENT CALENDAR

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

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

Nays: None

Abstain: None

Absent: None

Excused: None

7. Minutes of the June 7, 2022 City Council Meeting

Action: Approved the minutes of the Regular City Council meeting held on June 7, 2022.

8. Minutes of the June 21, 2022 City Council Meeting

Action: Approved the minutes of the Regular City Council meeting held on June 21, 2022.

9. AB361 In Person and Remote Teleconferenced Meetings - July 19 to August 18, 2022

Action: Adopted Resolution 2022-59 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 July 19, 2022 to August 18, 2022 pursuant to the Ralph M. Brown Act.

10. Declaration of the Result of the Primary Election of June 7, 2022 - Ballot Measure IA and IB

Action: Adopted Resolution 2022-60 of the City Council of the City of American Canyon reciting the fact of the primary election held on June 7, 2022, declaring the result and such other matters as provided by law.

11. Annual Granicus Agreement FY 2022-2023

Action: Adopted Resolution 2022-61 authorizing the City Manager to execute agreement(s) with Granicus for a combined amount not to exceed \$54,100 for website and meeting management applications.

12. Watson Ranch Offsite Public Utility Project

Action: Adopted Resolution 2022-62 accepting the public improvements associated with the Watson Ranch Offsite Public Utility Project in conjunction with the Watson Ranch Specific Plan Project.

PUBLIC HEARINGS

There are no Public Hearing items.

BUSINESS

13. 2022 National Community Survey Report

Council received a staff report from Communications Manager Jen Kansanback with Damema Mann and Brandon Barnett of POLCO. Mayor Garcia called for public comments. Written comments: none. Oral comments: none. The public comments period was closed.

14. Ballot Measure "J"

Council received a staff report from City Manager Jason Holley. Mayor Garcia called for public comments. Frank Cappola was called to speak; Eve Kahn was called to speak; Gary Margadant was called to speak; Evan Beganski was called to speak; Chris James was called to speak. The public comments period was closed.

Action: Motion to adopt Resolution 2022-63 accepting the certification of the Napa County Registrar of Voters as to the sufficiency of the initiative petition entitled "Add 157 Acres Owned by Green Island Property, LLC to the City of American Canyon Urban Limit

Line and Amend the General Plan to Expand Potential City Industrial Development" made by Councilmember David Oro, seconded by Councilmember Mark Joseph, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

Excused: None

Action: Motion to adopt Resolution 2022-64 ordering the submission of "Measure J" to the qualified electors of the City, relating to the addition of 157 acres of property to the American Canyon Urban Limit Line and requesting consolidation of the measure with the General Election to be held on November 8, 2022, and increasing elections budget item 100-10-130-42160 by \$50,000 from the unassigned general fund to accommodate the expenses of the Measure J addition made by Councilmember David Oro, seconded by Councilmember Mark Joseph, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

Excused: None

15. Water Supply and Demand Update, Enhanced Customer Portal Presentation

Council received a staff report from Maintenance & Utilities Director Felix Hernandez, III with Water Systems Manager Dominic Patrick and Communications Manager Jen Kansanback.

16. Voting Delegate and Alternate(s) for the League of California Cities 2022 Annual Business Meeting

Council received a staff report from City Manager Jason Holley. Council directed by minute order to appoint Mayor Leon Garcia as the voting delegate, with no alternate selected.

Action: Motion to direct by Minute Order that Mayor Leon Garcia is designated as the Voting Delegate for the League of California Cities 2022 Annual Business Meeting made by Councilmember David Oro, seconded by Councilmember Mark Joseph, and CARRIED by roll call vote.

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

Nays: None

Abstain: None
Absent: None
Excused: None

MANAGEMENT AND STAFF ORAL REPORTS

Council received management oral updates from Public Works Director Erica Ahman Smithies and Police Chief Rich Greenberg.

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

17. Council Committee Report - Councilmember Mark Joseph

Mayor and Councilmembers made comments on items of community interest.

ADJOURNMENT

CERTIFICATION

Respectfully Submitted,

Taresa Geilfuss, CMC, City Clerk



TITLE

Purchase of Camera System for Sewer Collections

RECOMMENDATION

Adopt a Resolution approving the purchase of Camera System for Sewer Collections in the amount not to exceed \$63,000.

CONTACT

Felix Hernandez, III, Maintenance and Utilities Director

Chris Morris, Sewer Collections Supervisor

BACKGROUND & ANALYSIS

The Sewer Collections Division maintains 54 miles of sanitary sewer mains that connect residents and businesses to the Water Reclamation Facility. The Sewer Collections Division responds to reports of sewer spills, back-ups, and monitors environmental compliance and water quality regulations.

California State regulations and executive orders require all municipalities to inspect their collection system. Sewer Collection Division's primary duties are:

1. Clean and Maintain the Collection System.
2. Inspect the Collection System.
3. Identify and Repair Deficiencies.
4. Protect Public Health.

The Sewer Collections Division has been unable to fully inspect the City's sewer collection system due lack of a replacement camera system. The current camera is antiquated, broken and unable to be repaired any further. Purchasing of a new camera system will replace antiquated, unserviceable equipment and allow staff to restart inspection of the entire collection system more thoroughly and efficiently.

In 2014, there was litigation by California River Watch which resulted in a settlement agreement with the City. A portion of the settlement agreement requires the City to inspect the sewer collection system via closed-circuit television (CCTV). All requirements from the litigation have been completed with the exception of CCTV inspection. Sewer collection system inspection is a

continuous process with state regulations requiring cities to inspect the entire system every ten years. The Sewer Collections Division will realize an added benefit by utilizing the new camera system for service calls and requests. This will allow staff to identify and repair problem areas more efficiently. A camera system and a Vactor Truck are the two main tools utilized by the Sewer Collections Division with most high functioning municipalities having this equipment on hand.

Staff have researched many camera systems and have concluded the Flexitrac C550-STD-C554 camera package is the best option for the City. The system is used to inspect underground facilities, assess the condition of the piping, and find anomalies or defects. Typically, capital improvements projects are generated from these inspections. The camera system selected is Geographic Information System (GIS) compatible allowing staff to share critical GIS information with the Public Works Department for integration into the City's Capital Improvement Program.

In fiscal year 21/22, staff request quotes to contract sewer collection system CCTV inspections. Staff contacted three (3) companies with only one response in the amount of \$27,000 for inspection of 3 miles of pipe (\$9,000/mile). The City's sewer collections system consists of over 54 miles of pipe. Presuming the \$9,000/mile rate is static, the City would incur a cost of \$486,000 to inspect the entire system.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

Although the Fiscal Year 22/23 fiscal budget did not include funds for this equipment, it did include funds in account 540-50-575-42190 for the Collection Service CCTV service agreement in the amount of \$50,000. (Miscellaneous Contractual Services). The remaining balance of \$13,000 will be transferred from account 540-50-570-42310 (General Repairs and Maintenance). The total funds (\$63,000) will be transferred to account 540-50-575-46130 (Major Equipment).

ENVIRONMENTAL REVIEW

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

ATTACHMENTS:

[1. Resolution - Camera System](#)

RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON APPROVE
THE PURCHASE OF CAMERA SYSTEM FOR SEWER COLLECTIONS IN THE AMOUNT NOT
TO EXCEED \$63,000**

WHEREAS, the Sewer Collections Division maintains ~54 miles of sanitary sewer mains that connect residents and businesses to the Water Reclamation Facility; and

WHEREAS, the Sewer Collections Division responds to reports of sewer spills, back-ups, and monitors environmental compliance and water quality regulations; and

WHEREAS, California State regulations and executive orders require all municipalities to inspect their collection system; and

WHEREAS, the Sewer Collections Division has been unable to fully inspect the City's sewer collection system due lack of a replacement camera system; and

WHEREAS, purchasing of a new camera system will replace antiquated, unserviceable equipment and allow staff to restart inspection of the entire collection system more thoroughly and efficiently; and

WHEREAS, Staff have researched many camera systems and have concluded the Flexitrax C550-STD-C554 camera package is the best option for the City. The system is used to inspect underground facilities, assess the condition of the piping, and find anomalies or defects; and

WHEREAS, funds from account 540-50-575-42190 in the amount of \$50,000. (Miscellaneous Contractual Services) and from account 540-50-570-42310 in the amount of \$13,000 (General Repairs and Maintenance). The total funds (\$63,000) will be transferred to account 540-50-575-46130 (Major Equipment).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby approves the purchase of Camera System for Sewer Collections in the amount not to exceed \$63,000

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 2nd day of August, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Leon Garcia, Mayor

ATTEST:

APPROVE AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney



TITLE

Property Exchange with Napa Valley Unified School District

RECOMMENDATION

Adopt a Resolution approving a Property Exchange and Acquisition Agreement to transfer approximately 5.6 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" (Attachment 2, Exhibit A).

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 2, Agreement Exhibit A).

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 3), 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 5.6-acre portion of the 100 Benton Way Property through the execution of a Quitclaim Deed (dashed area shown on Attachment 2, Agreement Exhibit B). 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 2, Agreement Exhibit C). 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.

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.

General Plan Update - Land Use Element

The City is currently processing a comprehensive update to its General Plan, including the Land-Use

Element. On May 5 and June 7, the City Council reviewed the General Plan Update Draft Environmental Impact Report (DEIR) Notice of Preparation (NOP), which included potential changes to the Land-Use Element (Attachment 4). The Agreement provides that City staff will include residential land-use designations for certain undeveloped parcels of land adjacent to the (new) Napa Junction Elementary School and the American Canyon High School, and these changes are shown in the DEIR NOP. The changes shown in the DEIR NOP will be incorporated into the Draft General Plan, which will be available for further review and comment by the public, before consideration/approval by the Council.

Next Steps

Assuming the Council approves the Agreement tonight, then the NVUSD Board is scheduled to consider items related to this property exchange at an upcoming meeting in August.

On August 4, the Parks and Community Services Commission will consider recommendations to City Council for locations to relocate the skate park, which is scheduled to be brought forward for Council consideration on August 16.

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

Increased Future Costs

The Agreement will 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 programming remains at the gymnasium, the cost is estimated 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 solely 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 Project is exempt under the California Environmental Quality Act (Pub. Res. Code § 21000 et seq., "CEQA") as it is not a "Project" under CEQA Guidelines § 15378(b), and is categorically exempt under CEQA Guidelines § 15312-sale of surplus government property, and statutorily exemption

under Government Code § 65996: Methods of considering and mitigating impacts on school facilities.

ATTACHMENTS:

1. Resolution - Napa Valley Unified School District
2. Exhibit A - Property Exchange and Acquisition Agreement
3. 1997 Agreement
4. PC Resolution GP Conformity
5. Excerpt from General Plan Update Draft EIR NOP

RESOLUTION NO. 2022- _____

A RESOLUTION APPROVING A PROPERTY EXCHANGE AND ACQUISITION AGREEMENT TO TRANSFER APPROXIMATELY 5.6 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.

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"); and

WHEREAS, pursuant to that certain *1997 Agreement between the Parties for Construction and Development of the American Canyon Middle School, Gymnasium/Civic Center and Aquatic Center*, the gym building located on the Community Center/ACMS Gym Property was intended to revert to joint ownership between City and Napa Valley Unified School District (District) upon payment in full of the City's debt related to said building; and

WHEREAS, City's debt related to said building is now paid; and

WHEREAS, instead of joint ownership of the gym building, District now desires sole fee ownership of approximately 5.6 acres of the Community Center/ACMS Gym Property ("City Exchange Property") – including the gym building - to facilitate and enhance the provision for District educational services in the City and the District; and

WHEREAS, the District is the fee owner of 6.57 acres of real property (APN 058-320-015) which is the former site of the Napa Junction Elementary School ("District Exchange Property"); and

WHEREAS, City desires fee ownership of the District Exchange Property for use for community and recreation purposes and to supplement vehicle access to implement, consistent with Government Code section 65103(b) and its General Plan, 2018 Circulation Element (Pgs. 11, 13, designating Napa Junction Road as a minor and major collector to the Oat Hill Residential Project); and,

WHEREAS, the Parties will mutually benefit by exchange ("Property Exchange") of the District Exchange Property and the City Exchange Property ("Subject Properties") on an "as-is" transactional basis; and

WHEREAS, the City Planning Commission reported on May 26, 2022, that exchange of Subject Properties conforms with the adopted City General Plan under Government Code section 65402; and

WHEREAS, the City Council provided public notice of the Property Exchange at a duly noticed public meeting on June 7, 2022; and

WHEREAS, the District is also the fee owner of that certain undeveloped parcels of land adjacent to the (new) Napa Junction Elementary School and the American Canyon High School ("Remnant District Parcels"); and

WHEREAS, the City is currently processing an update to its Comprehensive General Plan, for which City staff will include residential land-use designations for the Remnant District Parcels in the Draft Land Use Element.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves and authorizes the City Manager to modify as necessary – subject to approval by the City Attorney – and then execute the Property Exchange and Acquisition Agreement attached hereto as Exhibit A.

NOW, THEREFORE, BE IT FURTHER RESOLVED that consistent with Government Code 27281, the City Council hereby authorizes the City Manager to any and all action necessary to accept real property of behalf of the City as described in the Property Exchange and Acquisition Agreement.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council hereby determines the Property Exchange is not a "Project" subject to environmental review under California Environmental Quality Act pursuant to California Code of Regulations Section 15378(b), is categorically exempt under CEQA Guidelines § 15312-sale of surplus government property, and statutorily exempt under Government Code § 65996: Methods of considering and mitigating impacts on school facilities.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 2nd day of August 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

Exhibit A - Property Exchange and Acquisition Agreement

PROPERTY EXCHANGE AND ACQUISITION AGREEMENT

This Property Exchange and Acquisition Agreement (“Agreement”) is entered into by the Napa Valley Unified School District (“District”), and the City of American Canyon (the “City”), a municipal corporation. District and the City are sometimes collectively referred to herein as the “Parties” or each individually as a “Party.”

RECITALS

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") located in the City in Napa County, California, as more specifically depicted in **Exhibit “A”** attached hereto and incorporated herein by this reference, and pursuant to that certain Agreement between the Parties for Construction and Development of the American Canyon Middle School, Gymnasium/Civic Center and Aquatic Center, the Parties jointly own the gym building located on the Community Center/ACMS Gym Property, or said building will revert to joint ownership upon payment in full of the City’s debt related to said building; and,

WHEREAS, the District desires fee ownership of approximately 4.6 acres of the Community Center/ACMS Gym Property as more specifically depicted in **Exhibit “B”** (“City Exchange Property”) to facilitate and enhance the provision for District educational services in the City and the District; and,

WHEREAS, the District is the fee owner of 6.57 acres of real property (APN 058-320-015) which is the former site of the Napa Junction Elementary School (“District Exchange Property”), located in the City in Napa County, California, as more specifically depicted in **Exhibit “C”** attached hereto and incorporated herein by this reference; and,

WHEREAS, City desires fee ownership of the District Exchange Property for use for community and recreation purposes and to supplement vehicle access to implement, consistent with Government Code section 65103(b) and its General Plan, 2018 Circulation Element (Pgs. 11, 13, designating Napa Junction Road as a minor and major collector to the Oat Hill Residential Project); and,

WHEREAS, the Parties will mutually benefit by exchange of the District Exchange Property and the City Exchange Property, as subsequently described in this Agreement (jointly, “Subject Properties”) on an “as-is” transactional basis; and,

WHEREAS, the City Planning Commission reported on May 26, 2022, that exchange of Subject Properties conforms with the adopted City General Plan under Government Code section 65402; and,

WHEREAS, the District is also the fee owner of that certain parcel of land within the City, the “American Canyon Road Site” as depicted in attached **Exhibit “D,”** as well as that certain parcel of land identified as APN 058-030-067-000, a portion of which is undeveloped and hereinafter referred to as the “Eucalyptus Drive Site,” as depicted in attached **Exhibit “E.”** The American Canyon Road Site and the Eucalyptus Drive Site are sometimes referred to as the “Remnant District Parcels” in this Agreement; and,

WHEREAS, the City is currently processing an update to its Comprehensive General Plan, which will include land-use designations in its Land Use Element.

NOW, THEREFORE, incorporating the foregoing Recitals, the Parties agree as follows:

1. Property Exchange. The Parties shall cooperatively accomplish the following transactions to effectuate the property exchange:

a. The City will convey fee title to the City Exchange Property, including all right, title, and interest to all buildings and improvements located thereon, to the District by quitclaim deed substantially in the form attached as **Exhibit “F”** hereto (“City Exchange Property Quitclaim Deed”).

b. The District will convey fee title to the District Exchange Property, including all right, title, and interest to all buildings and improvements located thereon, to the City by quitclaim deed substantially in the form attached as **Exhibit “G”** hereto (“District Exchange Property Quitclaim Deed”).

2. Conditions of Property Exchange.

a. Conditions applied to District and City:

i. The Subject Properties will be transferred to the District and the City, respectively, in an “as-is” condition.

ii. The shared ownership/operation of Community Center/ACMS Gym Property by District and City will terminate as described in this Agreement. All past agreements regarding ACMS Gym Property not specifically referenced in this Agreement - including but not limited to - that certain *March 20, 1997 Sublease and Joint Use Agreement* between the Parties will terminate as of the Closing (as that term is defined in Section 8(b) hereof).

iii. Respective “Title(s)” to the Subject Properties shall be “free and clear” of any and all encumbrances before the Closing, including but not limited to removal of any current debt obligations secured by either of the Subject Properties. The intent is for the Subject Properties to be unencumbered at the time of Closing.

iii.iv. The Parties will take all actions reasonably necessary to cause the existing License Agreement (“License Agreement”) made and entered into July 23, 2020, by the City and Pacific Gas & Electric Company (“PG&E”) to be replaced and superseded by a new license agreement between the City, the District and PG&E.

iv.v. Promptly after the Closing, the Parties will notify any 3rd-party users of the Subject Properties about change in ownership and termination of use.

vi. After Closing, each Party will be responsible for paying the cost of utility services to their respective property.

b. City Obligations.

i. On or prior to the Effective Date, City will cease renting facilities at the City Exchange Property to community groups and other third-party users. In the event that City has scheduled any such rentals, District will honor scheduled rentals through ~~September 5~~October 30, 2022; provided, however, that the Parties will cooperate with one another to resolve any issues related to such rentals affecting District use or school activities. City shall take all actions necessary to cancel such rentals

scheduled after ~~September 5~~October 30, 2022. City shall provide District with reasonable documentation evidencing any such cancellations.

ii. City will remove the skate park within one-hundred-eighty (180) days of the Agreement Closing Date. District will grant City a temporary right of entry valid for one-hundred-eighty (180) days from the Agreement Closing Date to accomplish removal. District shall have the right in its sole discretion to fence off the skate park area so long as such fencing does not prevent the City from removing the skate park.

iii. ~~As evidenced by that certain “Notice of Preparation of the City of American Canyon General Plan Update”, dated July 5, 2022 (Exhibit “H”), City has designated City Staff will designate~~ the Remnant District Parcels as “Residential” in the Draft General Plan Land Use Element, with residential density similar to the immediately surrounding area.

~~iv. The Remnant District Parcels will receive a residential land use designation in the City Draft Comprehensive General Plan Update.~~

~~v.iv. City will ensure that all school impact fees required for the Oat Hill Residential Project (“Project”) pursuant to Education Code sections 17620, et seq., and Government Code sections 65995, et seq. (“Fees”), are provided to the District prior to Closing, through Escrow within thirty (30) days of the Effective Date. Fees will be based on the amount of fees calculated for the Project at the time of payment. In the event that the rate of such Fees increases subsequent to payment but prior to the City issuing any building permits for the Project, the District shall be entitled to collect the increased amount. City agrees not to issue any building permits for the Project unless and until the increased amount of Fees, if any, has been paid to the District, as evidenced by the certification required by Education Code section 17620(b). In the event that City issues any building permit(s) for the Project prior to receipt of said certification from the District, then the City will be jointly and severally liable to the District, along with the Project developer, for any increased amount of Fees owing.~~

c. District Obligations.

i. Consistent with the “Civic Center Act” and other applicable state law, District shall allow the American Canyon community to continue to use ACMS Property, subject to adopted District policies/fee schedule.

~~ii. On or before the Closing Date, City will cooperate with the District and take all actions reasonably necessary to cause the existing License Agreement (“License Agreement”) made and entered into July 23, 2020, by the City and Pacific Gas & Electric Company (“PG&E”) to be replaced and superseded by a new license agreement between the District and PG&E. If a new license agreement cannot be obtained, then the District shall have the right to terminate this Agreement.~~

~~iii.ii.~~ District has no obligation to maintain existing pedestrian access across ACMS Property.

~~iv.iii.~~ District has no obligation to maintain any trees ~~or~~, vegetation, or bank of the Rio Del Mar Creek that may be located on the ACMS Property. Notwithstanding the foregoing, any changes to the physical environment remain subject to local, state, and federal laws and regulations. Given that the pedestrian pathway bifurcates City Exchange Property, it is understood and acknowledged by the City that the community will likely not have access to the trees or vegetation through said Property after the exchange.

3. Consideration. In consideration of the property exchanges provided herein, the City, shall convey the City Exchange Property via quitclaim deed to the District, and the District shall convey the District Exchange Property via quitclaim deed to the City. No additional compensation will be owed to by either Party to the other. The total consideration provided to the City for the conveyance of the City Exchange Property consists of the District Exchange Property and the District's performance of the terms and conditions of this Agreement. The total consideration provided to the District for the conveyance of the District Exchange Property to the City consists of the City Exchange Property and the performance of the terms and conditions of this Agreement. Except as to any costs contemplated by this Agreement, there will be no cost to either the City or the District in connection with the Property Exchange. Except as otherwise provided herein, each Party is responsible for its own costs, fees, and charges necessary to complete the property exchange contemplated under this Agreement.

4. Costs. The Parties are responsible for their respective costs of staff and administrative time, or any other costs of performing their respective obligations under this Agreement, including but not limited to attorneys' fees related to drafting, reviewing, negotiating, and implementing the terms of this Agreement.

5. Representations and Warranties.

a. City covenants, represents, and warrants the following:

i. Full Authority to Convey All Interest in the City Exchange Property.

City has the full right, power, and authority to execute this Agreement, has the full right, power, and authority to perform all of the obligations hereunder, and has the full right, power and authority to dispose of or otherwise convey the City Exchange Property as described herein.

ii. Compliance with Applicable Law and No Pending Litigation Against the

City Exchange Property. To the best of City's actual knowledge, there is no violation of federal, state, or local law, code, ordinance, rule, regulation or requirement, nor is there any pending or threatened litigation in connection with the City Exchange Property which would prohibit the conveyance of the City Exchange Property, or the use of the City Exchange Property for the District's intended purposes.

iii. No Liens Securing Payment or Other Obligations on City Exchange

Property. City warrants that the City Exchange Property is not encumbered, or will not be encumbered by the Closing Date, by liens securing payment or other obligations which, if not performed, would entitle a third party or entity to foreclose on the City Exchange Property as collateral. Except as specifically disclosed to District in writing, City has not, and shall not without the prior written consent of District prior to the Closing Date, made any written commitments or agreements materially and adversely affecting the City Exchange Property, or any part thereof, or any interest therein, which will survive the Close of Escrow (as defined below), including agreements regarding the sale, rental, management, repair, or other matters affecting the City Exchange School Property. The Parties mutually acknowledge that certain rental agreements involving the Community Center/ACMS Gym Property will be honored as provided in Agreement Section 2.b.i., above.

iv. Survival. City's representations, warranties, and obligations under this

section 5 shall survive the Closing Date.

b. District covenants, represents and warrants the following:

i. Full Authority to Convey All Interest in the District Exchange Property.

The District has the full right, power, and authority to execute this Agreement, has the full right, power, and authority to perform all of the obligations hereunder, has the full right, power and authority to dispose

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of or otherwise convey the District Exchange Property as described herein.

ii. Compliance with Applicable Law and No Pending Litigation Against the District Exchange Property. To the best of the District’s actual knowledge, there is no violation of federal, state, or local law, code, ordinance, rule, regulation or requirement, nor is there any pending or threatened litigation in connection with the District Exchange Property which would prohibit the conveyance of the District Exchange Property or prohibit the use of the District Exchange Property for City’s intended purposes.

iii. No Liens Securing Payment or Other Obligations on District Exchange Property. The District warrants that the District Exchange Property is not encumbered, or will not be encumbered by the Closing Date, by liens securing payment or other obligations which, if not performed, would entitle a third party or entity to foreclose on the District Exchange Property as collateral. Except as specifically disclosed to City in writing, District has not, and shall not without the prior written consent of City prior to the Closing Date, made any written commitments or agreements materially and adversely affecting the District Exchange Property, or any part thereof, or any interest therein, which will survive the Close of Escrow, including agreements regarding the sale, rental, management, repair, or other matters affecting the District Exchange Property.

iv. Survival. The District’s representations, warranties, and obligations under this section 5 shall survive the Closing Date.

c. Incorrect Representations. If, by the Closing Date, either Party becomes aware of facts or circumstances which would make any of the other Party’s representations or warranties materially incorrect, the initial Party shall have the right to either: (i) terminate the Agreement, or (ii) waive such condition and proceed to Close of Escrow in accordance with this Agreement in which case the representations and warranties hereunder shall be deemed modified and remade to incorporate such fact or circumstance as an exception thereto.

6. Due Diligence / Condition of Title and Title Review.

a. Title. The Parties agree to take title to the Subject Properties in an “as-is” condition.

b. Due Diligence and Feasibility. The Parties shall have the period commencing from the date of the first public notice of the impending property transfer (June 7, 2022) on the Effective Date and ending on the date that is ~~thirty (30)~~ sixty (60) days thereafter (“Feasibility Period”) to review the condition of the Subject Properties, and conduct any and all appropriate tests and inspections they determine necessary or as required by state and local law. Each Party’s obligations under this Agreement are conditioned upon the Party’s approval of and satisfaction with the condition of the City Exchange Property or the District Exchange Property for each Party’s intended use. During the Feasibility Period, the District shall have the right to disapprove of the City Exchange Property, and the City shall have the right to disapprove of the District Exchange Property, but providing written notice to the other Party, upon receipt of which this Agreement shall terminate and neither Party shall have any further rights or obligations with respect to the other Party in connection with this Agreement, except as otherwise expressly provided in this Agreement.

During the Feasibility Period, each Party shall permit the other Party and its authorized agents to enter onto the City Exchange Property or the District Exchange Property, as applicable, for the purpose of making engineering, geological, planning, development and other studies, inspections and tests. Each Party agrees to conduct such entry and any inspections in connection therewith so as not to cause any

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disruption and otherwise in a manner reasonably acceptable to the other Party. Each Party shall notify the other, in writing, if it intends to conduct any testing. In the event that a Party performs testing or destructive investigation, that Party shall be responsible for returning the City Exchange Property or the District Exchange Property, as applicable, to the condition existing prior to such testing or destructive investigation.

Each Party shall indemnify, defend, and hold harmless the other Party and its governing body, employees, representatives, and agents from and against any and all damages, demands, claims, losses, liabilities, injuries, penalties, fines, liens, judgments, suits, actions, investigations, proceedings, costs and expenses whatsoever (including, without limitation, reasonable attorney fees and costs) arising out of or relating to any physical harm, physical damage, or personal injury or death caused by entry on the other Party's property pursuant to this Agreement. The foregoing indemnity shall survive beyond the Close of Escrow or, if the exchange is not consummated, beyond the termination of the Agreement.

c. Free of Debts and Encumbrances. The City warrants that the City Exchange Property shall be transferred to the District free and clear of monetary encumbrances, including that no current debt obligations are secured by the City Exchange Property. The District warrants that the District Exchange Property is free and clear of monetary encumbrances, including that no current debt obligations are secured by the District Exchange Property.

d. Title Review Period. ~~As soon as possible, but in no event later than five (5) business days after the Effective Date, the~~ The Parties shall cause Title Company to provide both Parties with Preliminary Title Reports issued by the Title Company as to the respective conditions of title of the City Exchange Property and the District Exchange Property, along with copies of all underlying title exception documents. Each Party shall then have a period of ~~fifteen (15)~~ thirty (30) days beginning on the day that all Preliminary Title Reports have been received by both Parties (July 5, 2022) (the "Title Review Period") to review, approve, or disapprove the status of title to the respective property it will be receiving under this Agreement.

e. Optional Title Insurance. During the Title Review Period, either Party may elect to have the Title Company issue a title insurance policy ("Title Policy") guaranteeing the Party requesting the Title Policy as fee owner of its respective property to be received pursuant to the property exchange. Any Title Policy issued pursuant to this Agreement must be issued on or shortly after Close of Escrow. Each Party shall bear the costs of its own respective Title Policy.

f. Disapproved Title Exceptions. Either Party (the "Disapproving Party") may, before the expiration of the Title Review Period, give written notice to the other Party and the Title Company that it disapproves of any of the exceptions to title shown in the Preliminary Title Report for the property it will be receiving under this Agreement ("Disapproved Title Exceptions"). Upon receipt of notice that a Party disapproves of certain title exceptions to the property it will be receiving under this Agreement, the Parties, for a period of fourteen (14) days after Title Company's receipt of the Disapproved Exceptions ("Title Correction Period"), shall cooperate in causing the Title Company to remove or endorse over the Disapproved Title Exceptions from the Title Policy to the satisfaction of the Disapproving Party. Either Party may, but shall not be obligated to, pay for the costs of removing or endorsing over any Disapproved Title Exceptions to the satisfaction of the Disapproving Party prior to the expiration of the Title Correction Period. Should the Title Company refuse to remove or endorse over any Disapproved Title Exceptions within the Title Correction Period, the Disapproving Party may terminate this Agreement without further penalty by notifying the other Party and Title Company in writing prior to expiration of the Title Correction Period. If a Disapproving Party does not notify the other Party and the Title Company of any Disapproved Title Exceptions, or if a Disapproving Party does not terminate the Agreement after submitting Disapproved Title Exceptions in accordance with the requirements of this Section, that Party

shall be deemed to have elected to proceed to Close of Escrow, pending satisfaction of all other terms and conditions of this Agreement.

7. Conditions to Closing.

a. District's obligation to proceed with the property exchange is subject to the fulfillment of the following conditions, each of which is for the benefit of District and any or all of which may only be waived by District in writing at its option:

i. City shall deposit into Escrow, on or prior to the Closing Date, a fully executed, notarized, and otherwise complete and binding version of the City Exchange Property Quitclaim Deed conveying all of City's right, title, and interest in and to the City Exchange Property to the District.

ii. City shall deposit into Escrow, on or prior to the Closing Date, a fully executed and otherwise complete and binding certificate of acceptance for the District Exchange Property.

iii. If District elects to obtain a Title Policy, then Title Company shall have issued to District on or before the Closing Date, in a form satisfactory to District, a binding commitment to issue a Title Policy to District.

iv. The Fees shall have been paid pursuant to section 2.b.v hereof.

v. City's covenants, representations, and warranties shown above shall be true as of the Closing Date.

vi. City must not be in breach or default of any of its obligations under this Agreement.

vii. The City will have deposited with the Title Company all of the items required of it under this Agreement, and all title costs, fees, and charges for which it is responsible, as necessary to complete the property exchange.

b. City's obligation to proceed with the property exchange is subject to the fulfillment of the following conditions, each of which is for the benefit of City and any or all of which may only be waived by City in writing at its option:

i. District shall deposit into Escrow, on or prior to the Closing Date, a fully executed, notarized, and otherwise complete and binding version of the District Exchange Property Quitclaim Deed conveying all of District's right, title, and interest in and to the District Exchange Property to the City.

ii. District shall deposit, on or prior to the Closing Date, a fully executed and otherwise complete and binding certificate of acceptance for the City Exchange Property.

iii. If City elects to obtain a Title Policy, then Title Company shall have issued to City on or before the Closing Date, in a form satisfactory to District, a binding commitment to issue a Title Policy to City.

iv. District's covenants, representations, and warranties shown above shall be true as of the Closing Date.

v. District must not be in breach or default of any of its obligations under this Agreement.

vi. The District will have deposited with the Title Company all of the items required of it under this Agreement, and all title costs, fees, and charges for which it is responsible, as necessary to complete the property exchange.

8. Escrow and Closing.

a. Escrow. The Parties will accomplish the property exchange contemplated by this Agreement through an escrow company. As soon as practicable, but ~~in no event later than five (5) business days following the Effective Date, as defined below, no later than August 25, 2022,~~ the Parties shall cause to be delivered a fully executed copy of the Agreement to First American Title Insurance Company, located at 497 Walnut Street, Napa, California 94559 (“Escrow Holder” or “Title Company”). Such delivery shall constitute the opening of escrow (“Escrow”) for the property exchange (“Opening of Escrow”). The Parties shall provide Escrow Holder with supplemental escrow instructions, if necessary, and any other documents necessary to open Escrow for the property exchange as contemplated by this Agreement.

b. The Closing. The “Closing” or “Closing Date” shall mean the date upon which the quitclaim deeds transferring title to the Subject Properties to the District and the City, respectively, are recorded with the Napa County Recorder. ~~The Parties agree to schedule a future date to effectuate Closing. Close of Escrow shall take place on the later to occur of: (i) thirty (30) days after expiration of the Feasibility Period; or (ii) five (5) days after both Parties have confirmed to the Title Company, in writing, that all covenants and conditions in this Agreement have been satisfied or waived, and that the Parties are prepared to proceed to Close of Escrow no later than August 30, 2022.~~

c. Signing of Other Documents; Compliance with Regulations. The Parties agree to cooperate and take all actions and sign all documents that are reasonably necessary for the Closing to occur consistent with the terms of this Agreement. Furthermore, the Parties will comply at their own expense with all applicable laws and governmental regulations required for the Closing to occur, including, but not limited to, any required filings with governmental authorities.

d. Closing Costs and Prorations. All Escrow and Closing costs shall be split equally between the District and the City. All revenues and expenses relating to the Subject Properties, including without limitation, assessments, utility charges and the like, shall be prorated on an accrual basis as of the Close of Escrow. The Parties will cooperate with one another to ensure that utility and service accounts are terminated or assigned to the other Party consistent with the acquiring Party’s preference.

e. Escrow Cancellation Charges. If Escrow fails to close because of the default of either Party, the defaulting Party shall be liable for all Escrow cancellation charges. If Escrow fails to close for any other reason, the Parties will equally share payment of all Escrow cancellation charges.

f. Title Company’s Obligations on the Closing.

i. The Title Company will provide the Parties with *pro forma* closing statements prior to Close of Escrow.

ii. Upon satisfaction of all conditions contained in Section 7 of this Agreement, Escrow Holder shall cause to be recorded with the Napa County Recorder’s Office on the Closing Date: (1) the District Exchange Property Quitclaim Deed, (2) the City Exchange Property

Quitclaim Deed, (3) all executed certificates of acceptance, and (4) all other documents necessary in order to accomplish the property exchange.

iii. Perform such other duties as, in the opinion of the Title Company, are necessary to carry out the terms and provisions of this Agreement.

iv. At or prior to Closing, Escrow Holder shall release the Fees to the District.

g. Distribution of Closing Documents. Title Company will deliver by mail and distribute the following documents promptly after Close of Escrow to the addresses set forth in Section 10:

i. To the District, after recordation, the original of the City Exchange Property Quitclaim Deed.

ii. To the City, after recordation, the original of the District Exchange Property Quitclaim Deed.

iii. To the District and/or City, copies of any Title Policies ordered pursuant to this Agreement.

iv. To the District and City, copies of such other documents, if any, not referenced herein and which are recorded at the Closing.

9. Cooperation in the Event of Legal Challenge. In the event of any administrative, legal, or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of this Agreement or all actions, discretionary or ministerial, relating to the exchange of the Subject Properties, the Parties will agree to jointly defend the validity and implementation of the Agreement and to cooperate with one another to the extent practicable in defending against the claims so asserted, with each Party bearing its own attorneys' fees and costs in connection with the defense of the Agreement. Participation in a joint defense as contemplated by this Agreement shall not constitute representation by counsel by one Party for another Party, nor shall such participation be grounds to disqualify counsel or experts from representing any Party. Further, each Party agrees to waive any conflict that may be created between Parties and/or their counsel and experts as a result of this Agreement. The Parties shall cooperate in defending such action or proceeding to settlement, stipulation, or final judgment including all appeals; provided, however, that nothing in this Section shall be construed as requiring either Party to defend a lawsuit or other administrative, legal, or equitable action or proceeding if such Party determines, in its sole and absolute discretion, that it would not be financially or otherwise prudent to do so.

10. Notices. Any notice, request, demand or other communication required or permitted to be given hereunder shall be in writing, may be personally served, telecopied, telexed or sent by an internationally recognized overnight delivery or courier service and shall be deemed to have been given when delivered in person or by courier or overnight service or upon receipt of a telecopy or telex, addressed to the recipients as follows:

The District:

Napa Valley Unified School District
Attn: Rosanna Mucetti, Superintendent
2425 Jefferson St.
Napa CA 94558

With a copy to:

Kelly Rem, Esq.

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Lozano Smith
2001 North Main Street, Suite 500
Walnut Creek, CA 94596
krem@lozanosmith.com

The City: Jason B. Holley, City Manager
4381 Broadway Street, Suite 201
American Canyon, CA 94503

With a copy to: Law Offices of William D. Ross
Attn: William Ross, City Attorney
400 Lambert Street
Palo Alto, CA 94306
wross@lawross.com

Either Party may change its address by giving notice thereof to the other Parties in accordance with this Section.

11. General Provisions

a. Successors and Assigns; Covenants run with the Land. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, and on all parties having or acquiring any right, title or interest in the parcels described above or any part thereof, and all of the covenants and conditions herein shall run with the land.

b. Further Assurances. Each Party agrees to cooperate with the other Party and take all actions reasonably required to carry out the intentions of the Parties under this Agreement.

c. Applicable Law and Venue. This Agreement shall be governed by and interpreted under the laws of the State of California. The venue for any legal action in State court filed by a Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. The venue for any legal action in Federal court filed by a Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement within the jurisdiction of the Federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation, or similar legal proceeding under this Agreement shall be in Napa County, California; however, nothing in this Agreement shall obligate a Party to submit to arbitration any dispute arising under this Agreement.

d. Attorneys' Fees. If any dispute arises under or by reason of this Agreement, the Party prevailing in such dispute shall be entitled to recover its costs, including reasonable attorneys' fees. Attorneys' fees under this Section shall include attorneys' fees on any appeal and, in addition, a Party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party in any lawsuit shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

e. Entire Agreement. This Agreement and the other documents and agreements referenced herein embody the entire agreement and understanding between the Parties hereto relating to the subject matter hereof, and supersede all prior negotiations, agreements and understandings, oral or written, with respect to that subject matter.

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f. Modification: Waiver. This Agreement may be amended, waived or discharged only by an instrument in writing executed by the Party against whom enforcement of such amendment, waiver or discharge is sought, expressly indicating the intention to amend, waive or discharge this Agreement. No waiver by any Party or any failure or refusal by another Party to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

g. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Signatures delivered electronically or by facsimile shall be as binding as originals upon the Parties so signing and delivering.

h. Effective Date. The Effective Date shall be that date on which all Parties have executed this Agreement.

i. Indemnification. The City hereby waives and releases, and shall indemnify, hold harmless, and defend District, its successors and assigns, its elected and appointed officers, agents, consultants, servants, attorneys and employees ("District Parties") from and against all Losses incurred by the District, arising in any manner out of the willful or negligent act or omission of the District or the District Parties in the performance of this Agreement. The District hereby waives and releases, and shall indemnify, hold harmless, and defend City, its successors and assigns, its elected and appointed officers, agents, consultants, servants, attorneys and employees ("City Parties") from and against all Losses incurred by the City, arising in any manner out of the willful or negligent act or omission of the City or the City Parties in the performance of this Agreement. As used in this Agreement, the term "Loss" or "Losses" means all losses, damages, claims, demands, costs, liabilities, judgments, fines, fees (including, without limitation, reasonable attorney fees) and expenses (including, without limitation, costs of investigation, defense expenses at arbitration, trial or appeal and without institution of arbitration or suit). The indemnity obligations of City and District under this Agreement shall survive any termination of this Agreement or transfer of title to the City and District.

j. Interpretation & Captions. In this Agreement, the neuter gender includes the feminine and masculine, the singular number includes the plural, and the words "person" and "party" include a corporation, partnership, firm, District, or association, whenever the context so requires. The captions of the sections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

k. Non-Business Days. Whenever notice must be given, documents must be delivered or any other action must be taken under this Agreement by a last day that falls on a day on which banking institutions in the State of California are authorized by law to close (a "Non-Business Day"), then the Parties shall have until the next following day that is not a Non-Business Day to take such action.

l. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, unenforceable, either in whole or in part, such decision shall not affect the remainder of this Agreement; and it is hereby declared to be the intention of the Parties that the term, provision, covenant or condition held invalid, void or unenforceable shall be limited by such court to the extent necessary to make it valid and enforceable.

m. Time of Essence. Time is of the essence in this Agreement.

n. Third Party Beneficiaries. This Agreement confers no rights on any party except the signatories to this Agreement.

o. Assignment. Neither Party shall have the right to transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. Further, the District may only assign this Agreement to another entity and be relieved of all liability or responsibility under this Agreement, provided that such assignee fully assumes all of the District's obligations hereunder in a writing approved and duly executed by the City and the assignee, and only where the assignee demonstrates to the satisfaction of the City its capability, both financial and practical, to properly and fully complete and perform all obligations hereunder; otherwise the District will retain all obligations.

p. Obligations Survive the Closing. All obligations to be performed at a time after the Closing, whether specifically referred to as surviving the Closing or not, and all covenants, representations and warranties of the Parties, will survive the Closing.

q. Rights and Remedies are Cumulative. Unless stated otherwise in this Agreement, the rights and remedies of the Parties are cumulative. A Party's exercise of any of its right or remedies will not preclude its exercise, at the same or at different times, of any other rights or remedies for the same, or any other default.

r. Force Majeure. No Party shall be deemed to be in default where failure or delay in the performance of any of its obligations under this Agreement is caused by floods, earthquakes, other acts of God, fires, wars, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond a Party's control, shortage of materials (exclusive of prefab/modular building products), prohibitory court actions (such as restraining orders or injunctions), or other causes beyond a Party's control. If any such events shall occur, the time for performance by any Party of its obligations hereunder shall be extended for the period of time that such events prevented such performance.

s. Agreement Mutually Drafted. Each Party has participated jointly in the drafting of this Agreement, which each Party acknowledges is the result of extensive negotiations between the Parties, and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. If an ambiguity or question of intent or interpretation arises, then this Agreement will accordingly be construed as drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party to this Agreement by virtue of the authorship of any of the provisions of this Agreement.

t. Specific Performance. The District and the City agree that the Napa Junction Rd. Property is unique, and that the City shall be entitled to the remedy of specific performance.

u. Exhibits. Exhibits "A," "B," "C," "D," "E," "F" ~~and~~ "G" and "H" to this Agreement are incorporated by this reference and made a part of this Agreement.

v. Authority to Sign. Each person executing this Agreement on behalf of either Party does hereby personally represent and warrant that he or she had the authority to execute the Agreement on behalf of and to fully bind such Party.

IN WITNESS WHEREOF, the Parties have executed this Property Exchange and Acquisition Agreement as of the day and year first written above.

CITY OF AMERICAN CANYON:

| _____ Date: ~~June~~-~~August~~_____, 2022
By: Jason B. Holley
Its: City Manager

Approved as to form:

| _____ Date: ~~June~~-~~August~~_____, 2022
By: William D. Ross
Its: City Attorney

NAPA VALLEY UNIFIED SCHOOL DISTRICT:

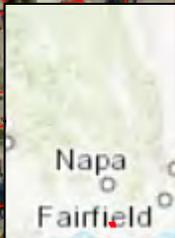
| _____ Date: ~~June~~-~~August~~_____, 2022
By: Rosanna Mucetti
Its: Superintendent

Approved as to form:

| _____ Date: ~~June~~-~~August~~_____, 2022
By: Kelly Rem
Its: District Counsel

EXHIBIT "A"

Community Center/American Canyon Middle School Gym/Track Property
(APN 058-040-026)

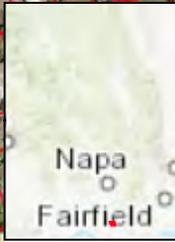


Community Center/ACMS Gym Property



EXHIBIT "B"

"City Exchange Property" (Portion of APN 058-040-026)

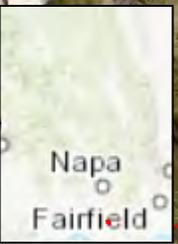


City Exchange Property (Dashed Area Only)



EXHIBIT "C"

(Former) Napa Junction Elementary School Property (APN 058-320-015)



District Exchange Property

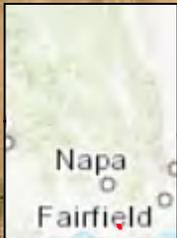


Disclaimer: This map was prepared for information purposes only. No liability is assumed for the accuracy of the data delineated herein.



EXHIBIT "D"

American Canyon Road Site

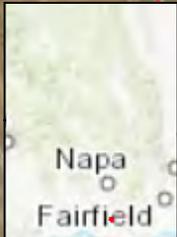


American Canyon Road Site



EXHIBIT "E"

Eucalyptus Drive Site



Eucalyptus Drive Site (Dashed Area Only)



EXHIBIT "F"

Quitclaim Deed for City Exchange Property

Recording Requested By:

Napa Valley Unified School District

[For Recorder's Use Only:]

When Recorded Mail to:

Napa Valley Unified School District
2425 Jefferson St
Napa, CA 94558
Attention: Rosanna Mucetti, Superintendent

**Exempt from Recording fees
pursuant to Gov. Code §27383**

QUITCLAIM DEED

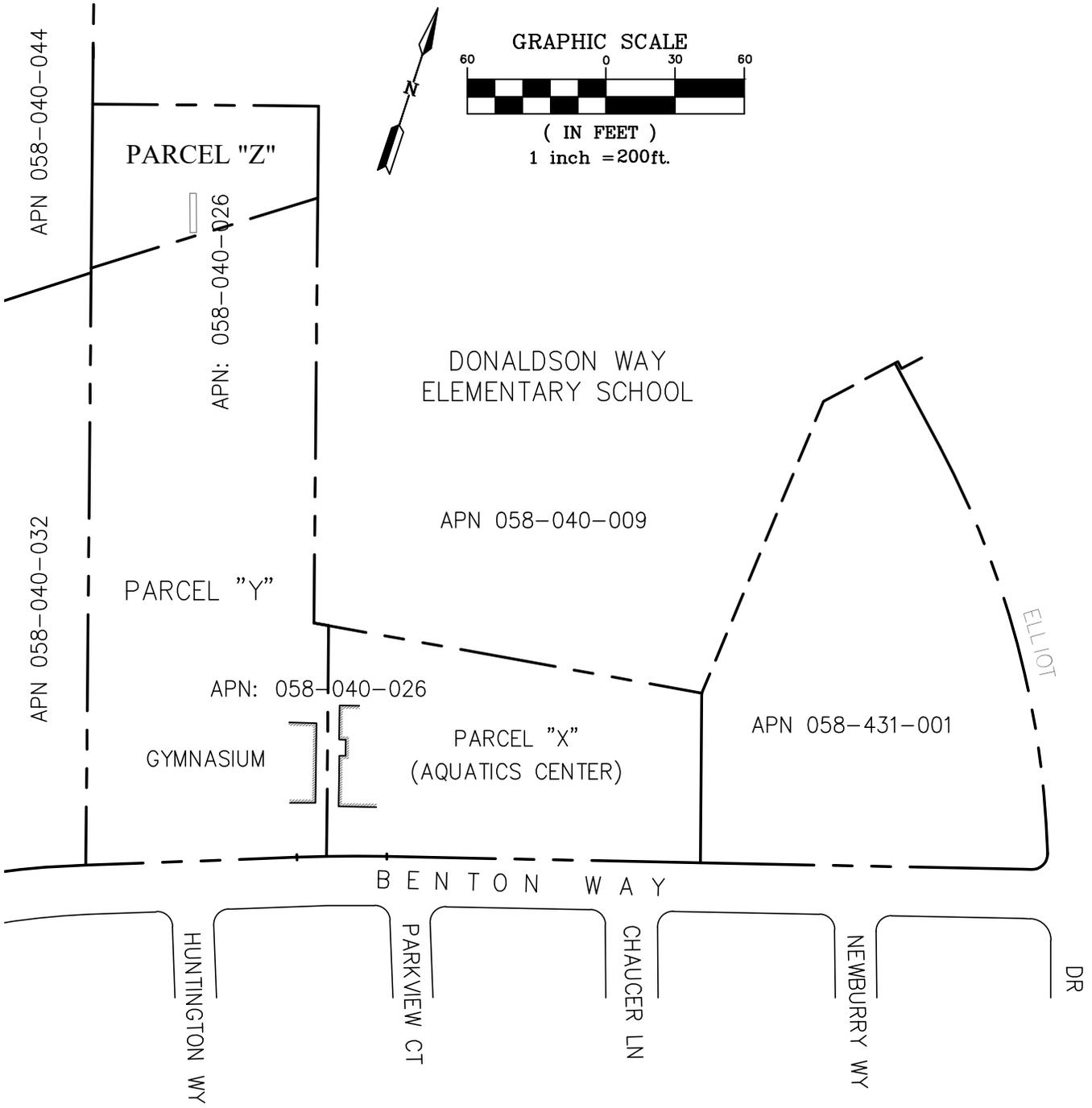
The CITY OF AMERICAN CANYON, a municipal corporation ("Grantor") hereby quitclaims to the NAPA VALLEY UNIFIED SCHOOL DISTRICT, a California public school district ("Grantee"), all of its right, title and interest in and to that certain real property identified as Parcel "Y" located in the County of Napa, State of California, bearing the legal description attached herewith as Exhibit "1" and incorporated herein by this reference.

Dated: _____, 2022.

CITY OF AMERICAN CANYON,
a municipal corporation

By: _____

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LEGEND

- N.C.R. NAPA COUNTY RECORDS
- P.O.B POINT OF BEGINNING
- (R) RADIAL BEARING
- ① COURSE NUMBERS

PREPARED FOR:

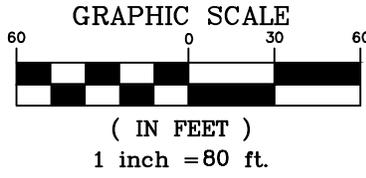
CITY OF AMERICAN CANYON
 4381 BROADWAY
 AMERICAN CANYON, CA 94503



CHAUDHARY & ASSOCIATES, INC.
 ENGINEERS SURVEYORS INSPECTORS

211 GATEWAY ROAD WEST, SUITE 204
 NAPA, CALIFORNIA 94558
 Tel: (707) 255-2729 FAX: (707) 255-5021 WWW.CHAUDHARY.COM
 JULY 15, 2022

EXHIBIT "1"
 TRANSFER OF LAND BETWEEN CITY
 OF AMERICAN CANYON AND NAPA
 VALLEY UNIFIED SCHOOL DISTRICT



P.O.B.

S87°41'35"E 493.31'

GYMNASIUM
BLDG.

AQUATICS
CENTER BLDG.

PARCEL "X"
AREA= 2.90 AC±

S07°29'00"E 220.67'

R=2034.00' L=78.21' Δ=2°12'10"

S83°08'43"W 407.66'

BENTON WAY

PARKVIEW
COURT

CHAUCER
LANE

LEGEND

- N.C.R. NAPA COUNTY RECORDS
- P.O.B. POINT OF BEGINNING
- (R) RADIAL BEARING
- ① COURSE NUMBERS

PREPARED FOR:

CITY OF AMERICAN CANYON
4381 BROADWAY
AMERICAN CANYON, CA 94503



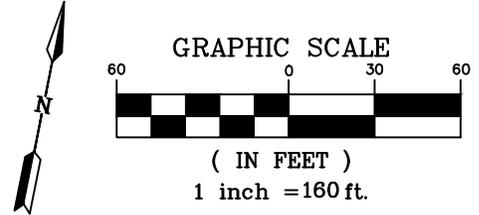
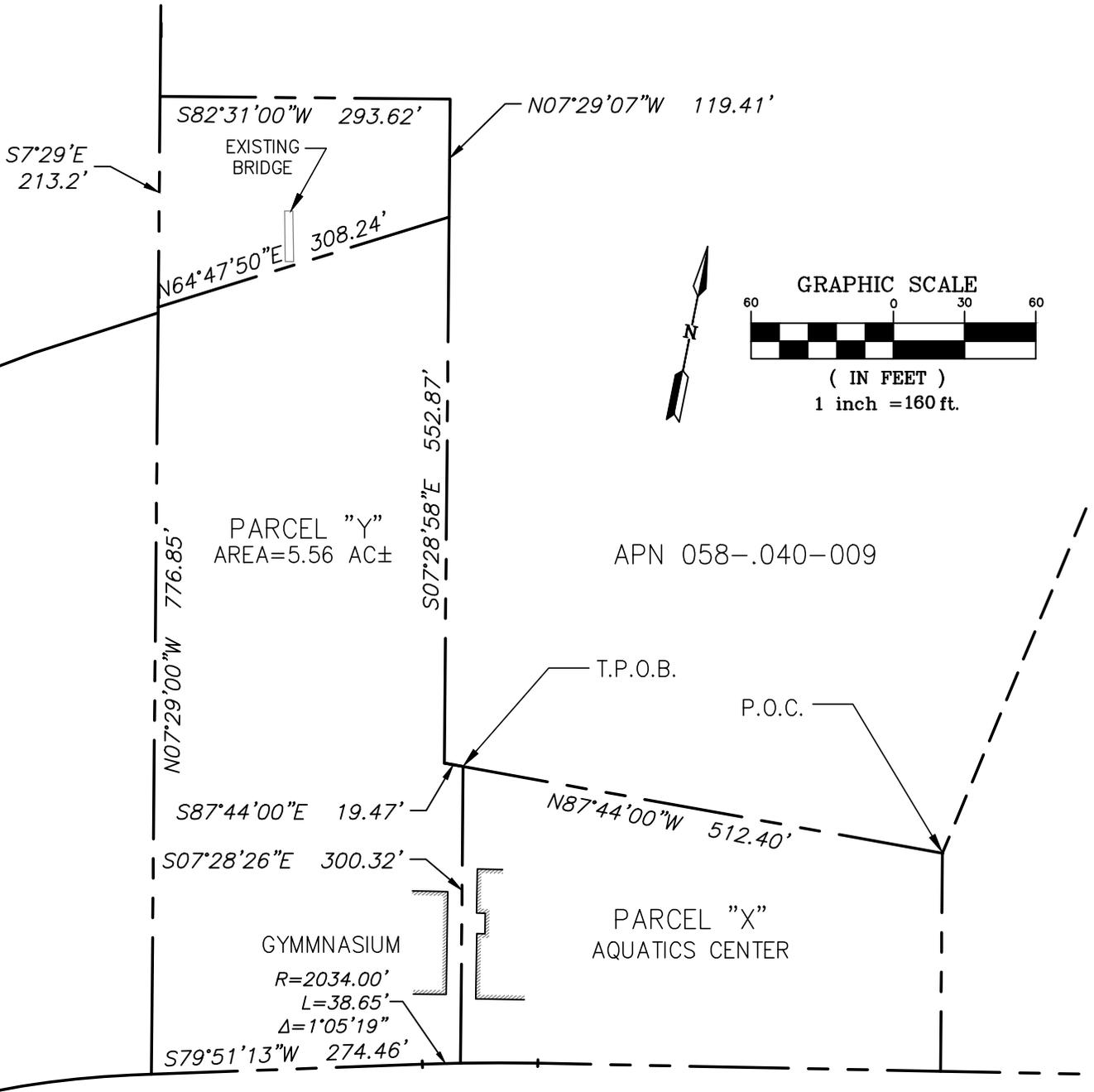
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JULY 15, 2022

EXHIBIT "1"
TRANSFER OF LAND BETWEEN CITY
OF AMERICAN CANYON AND NAPA
VALLEY UNIFIED SCHOOL DISTRICT

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LEGEND

- N.C.R. NAPA COUNTY RECORDS
- P.O.B POINT OF BEGINNING
- (R) RADIAL BEARING
- ① COURSE NUMBERS

PREPARED FOR:

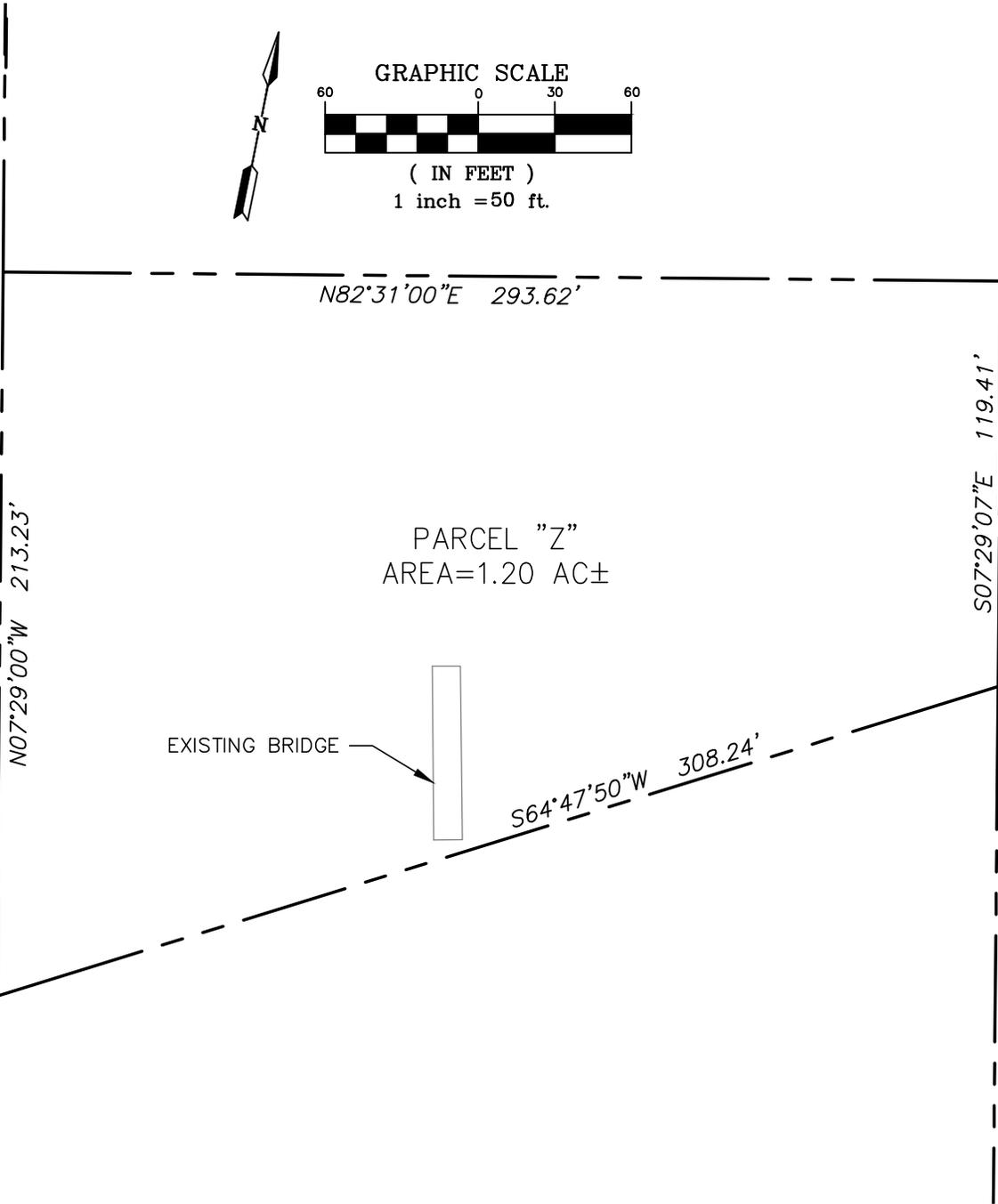
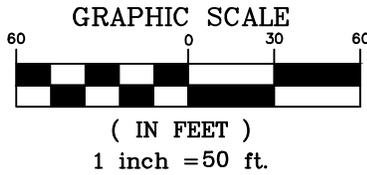
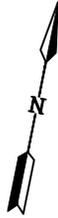
CITY OF AMERICAN CANYON
 4381 BROADWAY
 AMERICAN CANYON, CA 94503



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 JULY 15, 2022

EXHIBIT "1"
 TRANSFER OF LAND BETWEEN CITY
 OF AMERICAN CANYON AND NAPA
 VALLEY UNIFIED SCHOOL DISTRICT



LEGEND

- N.C.R. NAPA COUNTY RECORDS
- P.O.B POINT OF BEGINNING
- (R) RADIAL BEARING
- ① COURSE NUMBERS

PREPARED FOR:

CITY OF AMERICAN CANYON
4381 BROADWAY
AMERICAN CANYON, CA 94503



CHAUDHARY
& ASSOCIATES, INC.
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JULY 15, 2022

EXHIBIT "1"
TRANSFER OF LAND BETWEEN CITY
OF AMERICAN CANYON AND NAPA
VALLEY UNIFIED SCHOOL DISTRICT

ACKNOWLEDGMENT

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

State of California
County of Napa

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____ (Seal)

**CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE SECTION 27281**

This is to certify that the interest in real property conveyed by that certain Quitclaim Deed dated _____, from the City of American Canyon, a municipal corporation, as Grantor, to the Napa Valley Unified School District, a California public school district, as Grantee, is hereby accepted by the undersigned officer on behalf of the Napa Valley Unified School District pursuant to authority conferred by the California Constitution and California Education Code sections 1240, *et seq.*, and approval of the Napa Valley Unified School District's Governing Board on June 26, 2022, and the Napa Valley Unified School District consents to the recordation thereof by its duly authorized officer.

Dated: _____

NAPA VALLEY UNIFIED SCHOOL DISTRICT
a California public school district

By: _____

Name: Rosanna Mucetti

Its: Superintendent

EXHIBIT "G"

Quitclaim Deed for District Exchange Property

Recording Requested By:
City of American Canyon

[For Recorder's Use Only:]

When Recorded Mail to:
City of American Canyon
4381 Broadway Street, Suite 201
American Canyon, CA 94503
Attention: Jason B. Holley, City Manager

**Exempt from Recording fees
pursuant to Gov. Code §27383**

QUITCLAIM DEED

The NAPA VALLEY UNIFIED SCHOOL DISTRICT, a California public school district ("Grantor") hereby quitclaims to the CITY OF AMERICAN CANYON, a municipal corporation ("Grantee"), all of its right, title and interest in and to that certain real property located in the County of Napa, State of California, bearing the legal description attached herewith as Exhibit "1" and incorporated herein by this reference.

Dated: _____, 2022.

NAPA VALLEY UNIFIED SCHOOL DISTRICT,
a California public school district

By: _____



**First American Title
Company of Napa**

ORDER NO: **T0021193-SME**

EXHIBIT A

LEGAL DESCRIPTION

The land referred to in this report is situated in the City of American Canyon County of Napa, State of California, and is described as follows:

COMMENCING at the Southwestern corner of the 8.452 acre tract of land described in the deed to F. Burton Jones and wife, dated November 26, 1940 and recorded December 7, 1940 in [Book 158 of Official Records, at page 355](#), said Napa County Records; said Point of Commencement also being the most Northern corner of "Homeland" Subdivision as shown on that certain Map entitled, "Map of Homeland Napa County, California", filed May 6, 1940 in the Office of the County Recorder of said Napa County; running thence South 89° 15' East along the Northern line of said subdivision 40.42 feet to the Northern extension of the Eastern line of Theresa Avenue as shown on said map of "Homeland"; thence North 8° 15' West parallel to the Western line of said 8.452 acre tract to the Northern line of the 18.87 acre Tract of land described in the deed to F. Burton Jones and wife dated August 6, 1942 and recorded August 7, 1942 in [Book 182 of Official Records, at page 147](#), said Napa County Records; thence West along the Northern line of said 18.87 acre tract to the most Western corner thereof; thence South 8° 15' East along the Western line of said 18.87 acre tract 1122.19 feet to the Southwest corner thereof; thence South 89° 15' East along the Southern line of said 18.87 acre tract 536.90 feet to the Western line of said "Homeland"; thence North 8° 15' West along said Western line 60.75 feet to the Point of Commencement.

EXCEPTING therefrom all that portion granted to the City of American Canyon in the document recorded May 1, 1998 as Series Number [1998-0011705](#).

APN: 058-320-015

ACKNOWLEDGMENT

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

State of California
County of Napa

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____ (Seal)

**CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE SECTION 27281**

This is to certify that the interest in real property conveyed by that certain Quitclaim Deed dated _____, from the Napa Valley Unified School District, a California public school district, as Grantor, to the City of American Canyon, a municipal corporation, as Grantee, is hereby accepted by the undersigned officer on behalf of the City of American Canyon pursuant to _____, and the City of American Canyon consents to the recordation thereof by its duly authorized officer.

Dated: _____

CITY OF AMERICAN CANYON

a municipal corporation

By: _____

Name:

Its:

EXHIBIT "H"

Notice of Preparation of the City of American Canyon General Plan Update (July 5, 0222)



NOTICE OF PREPARATION City of American Canyon General Plan Update

Date: July 5, 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: July 5, 2022 to August 4, 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 August 4, 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 proposed 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

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 August 4, 2022:

- Email: 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 **July 28, 2022 at 6:30 p.m.** To attend the scoping meeting, go to <https://zoom.us/join>.

Webinar ID: 884 4514 1942
Passcode: 038881
Dial: (408) 638 0968

The scoping presentation will be available to view after July 28, 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 depicted in Figure 3. The proposed 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 Senate Bill (SB) 379. This element update will require a vulnerability analysis to comply with State law.
- **Noise Element.** This element will require, consistent with Government Code Section 65302(f), the inclusion of 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 2023-2031 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 proposed project alternatives that, consistent with CEQA, meet most of the proposed 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 proposed 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

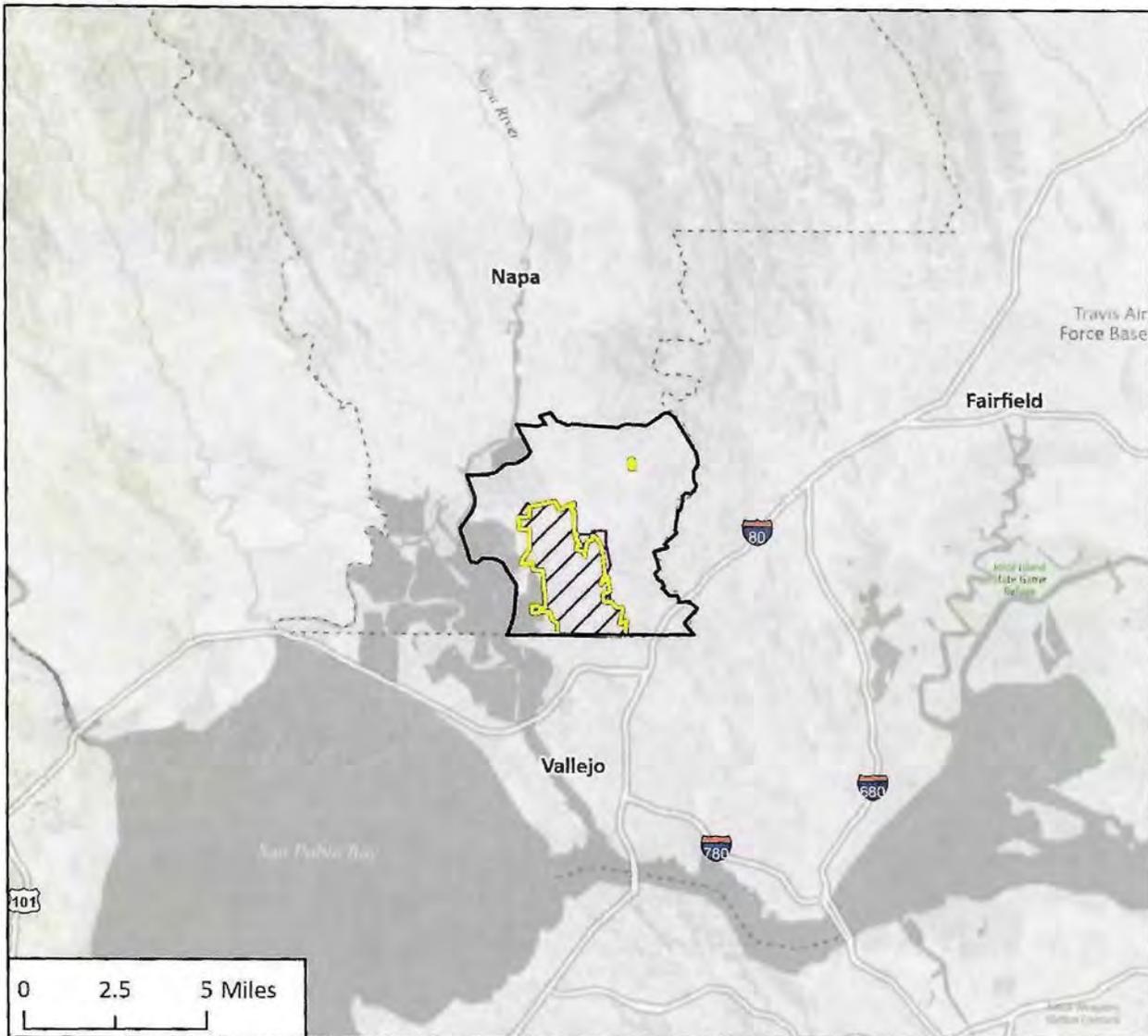


Brent Cooper, Community Development Director

6/29/22

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



Figure 2 Project Location

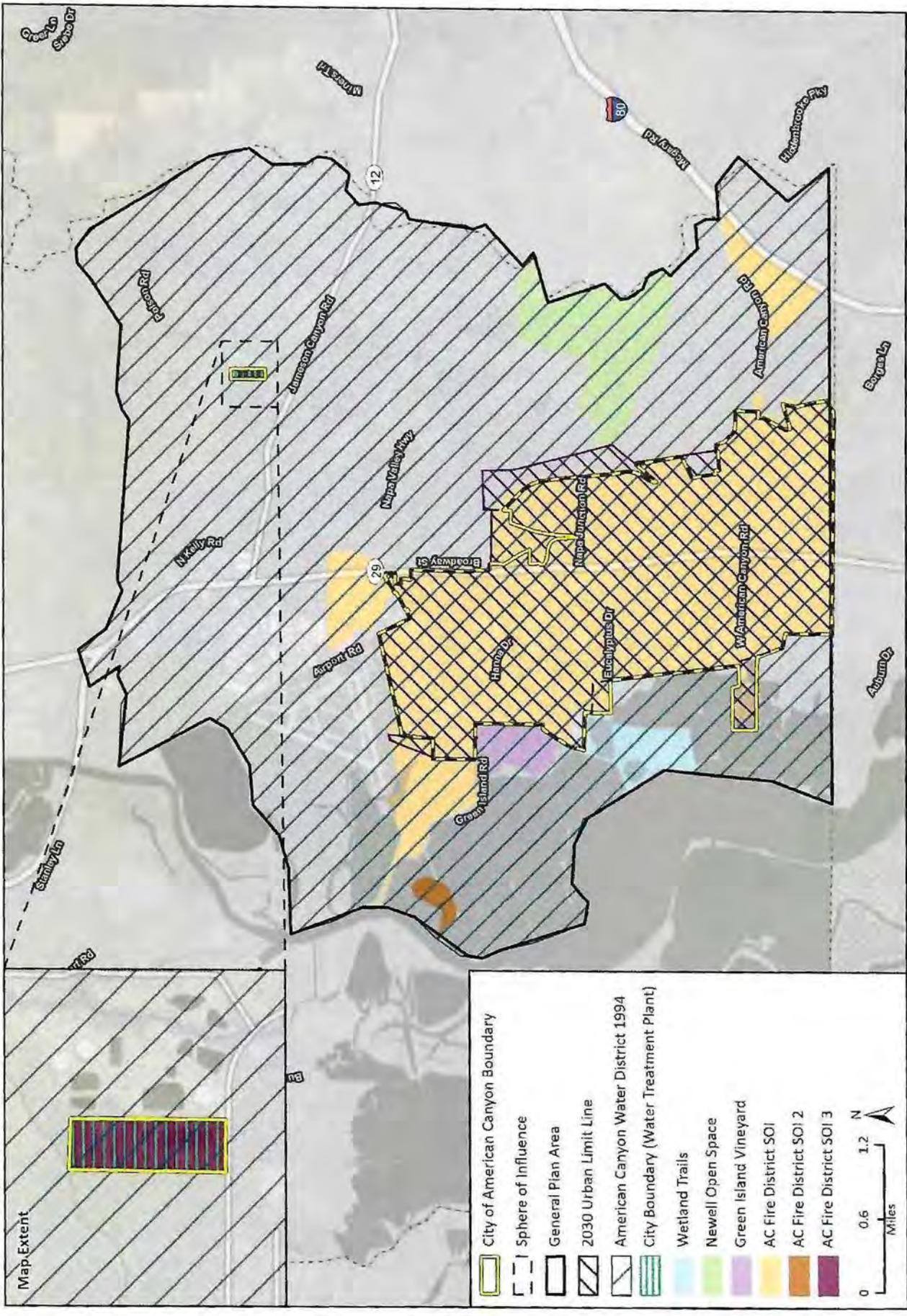


Figure 3 Area of Proposed Land Use Element Amendments

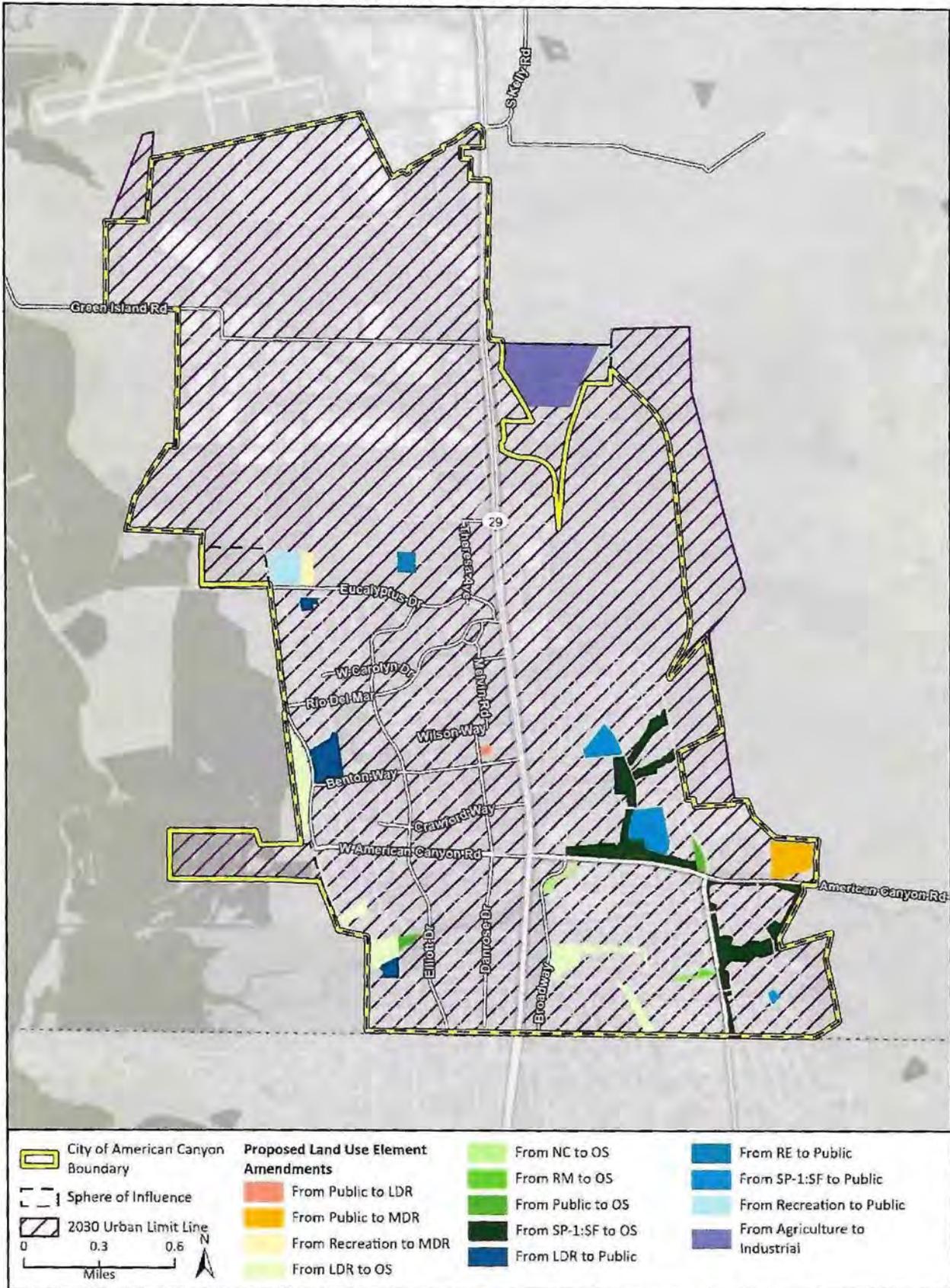
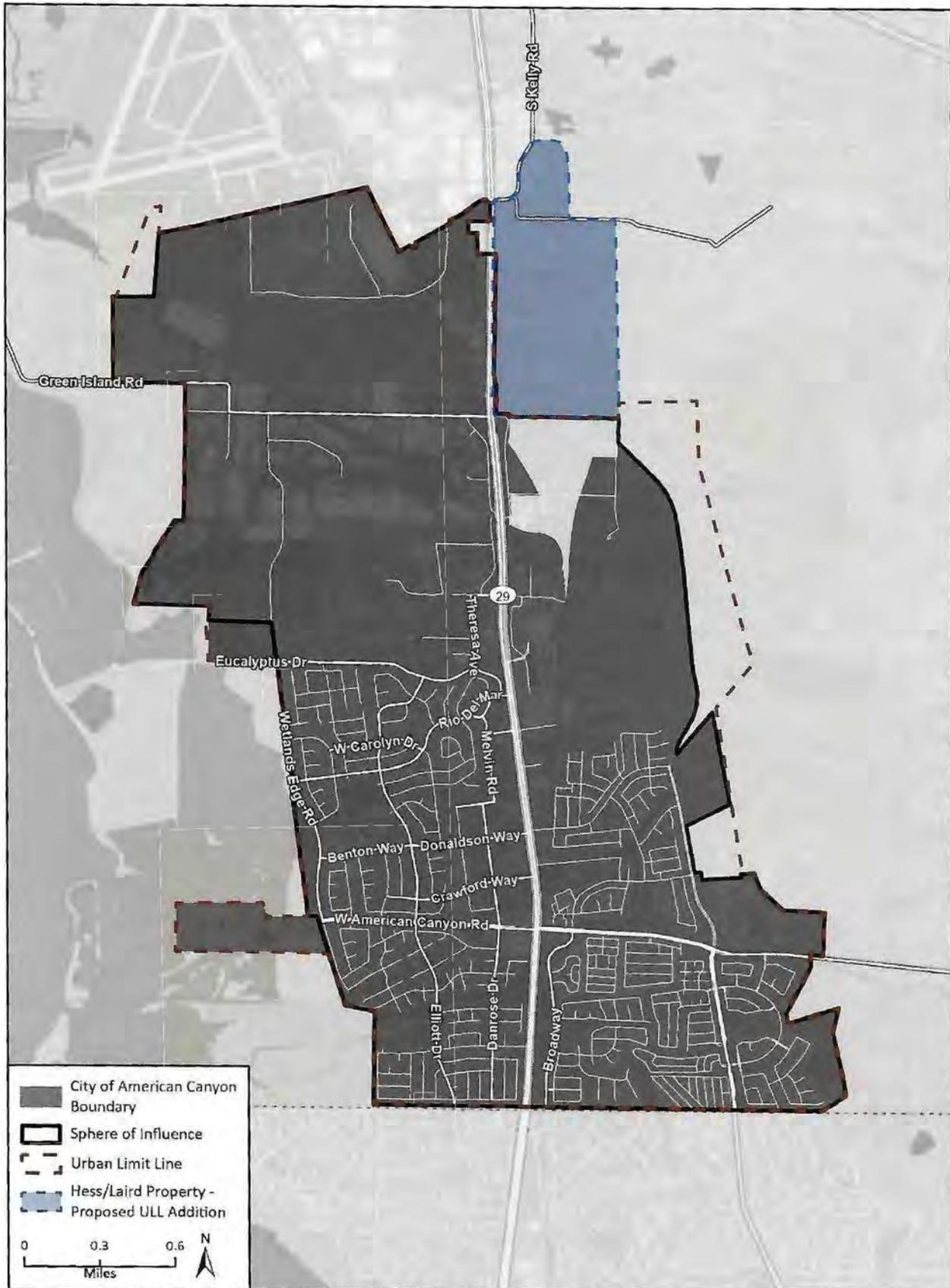


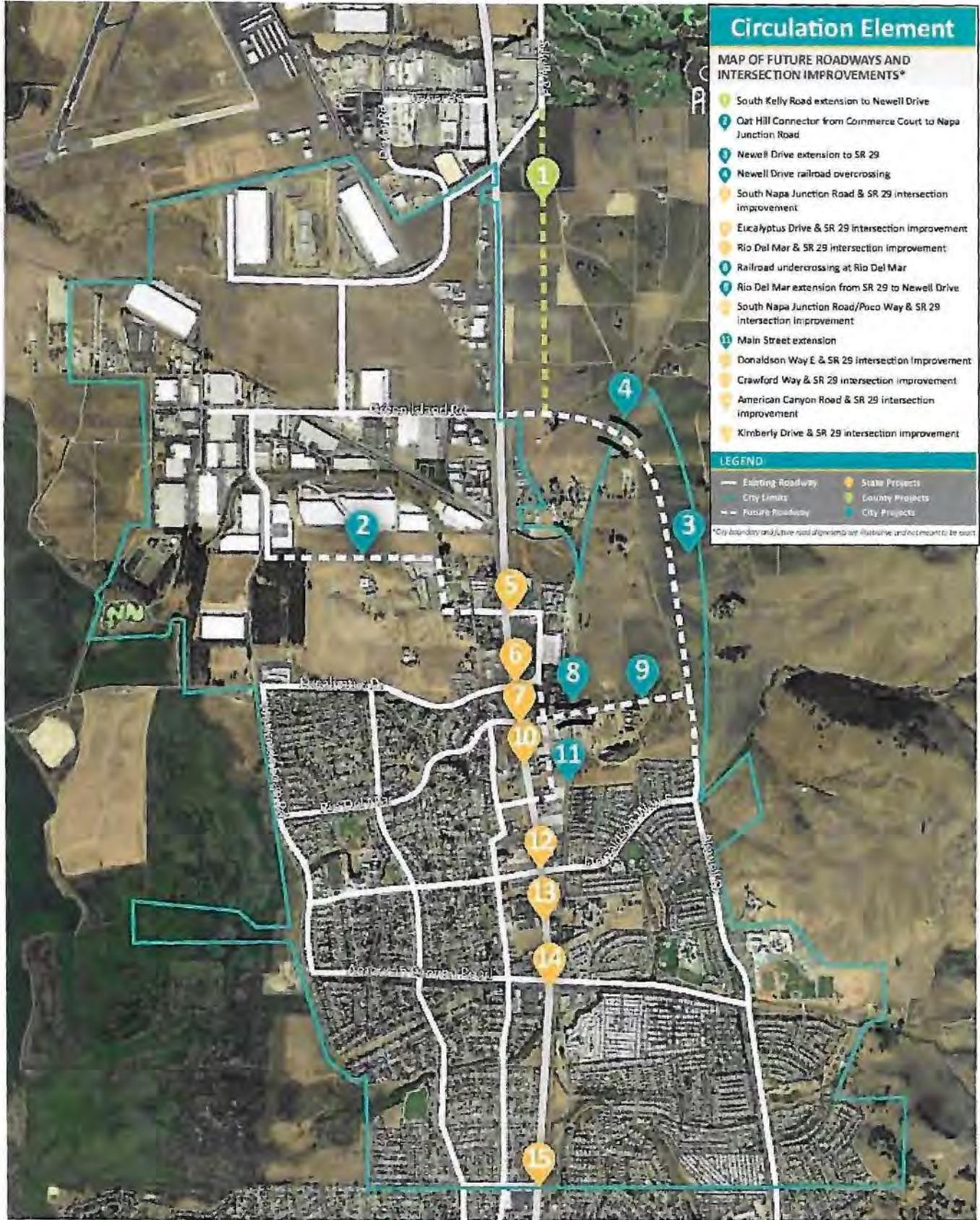
Figure 4 Proposed Urban Limit Line



Basemap provided by Microsoft Bing, Esri and their licensors © 2022.

Additional data provided by the City of American Canyon, 2021; Hess/Laird Property digitized from the Proposed Urban Limit Line Addition, 2022.

Figure 5 Proposed Circulation Element Amendments



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 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

SUBTOTAL-Napa Valley Unified School District	\$6.6
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<u>School Facilities Fees</u>	millions
Future Fees Collected for 3rd Classroom Cluster	\$1.0

SUBTOTAL-Napa Valley Unified School District	\$7.6
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City of American Canyon

<u>Lease Revenue Bonds</u>	millions
Issued by the City of American Canyon	\$3.9

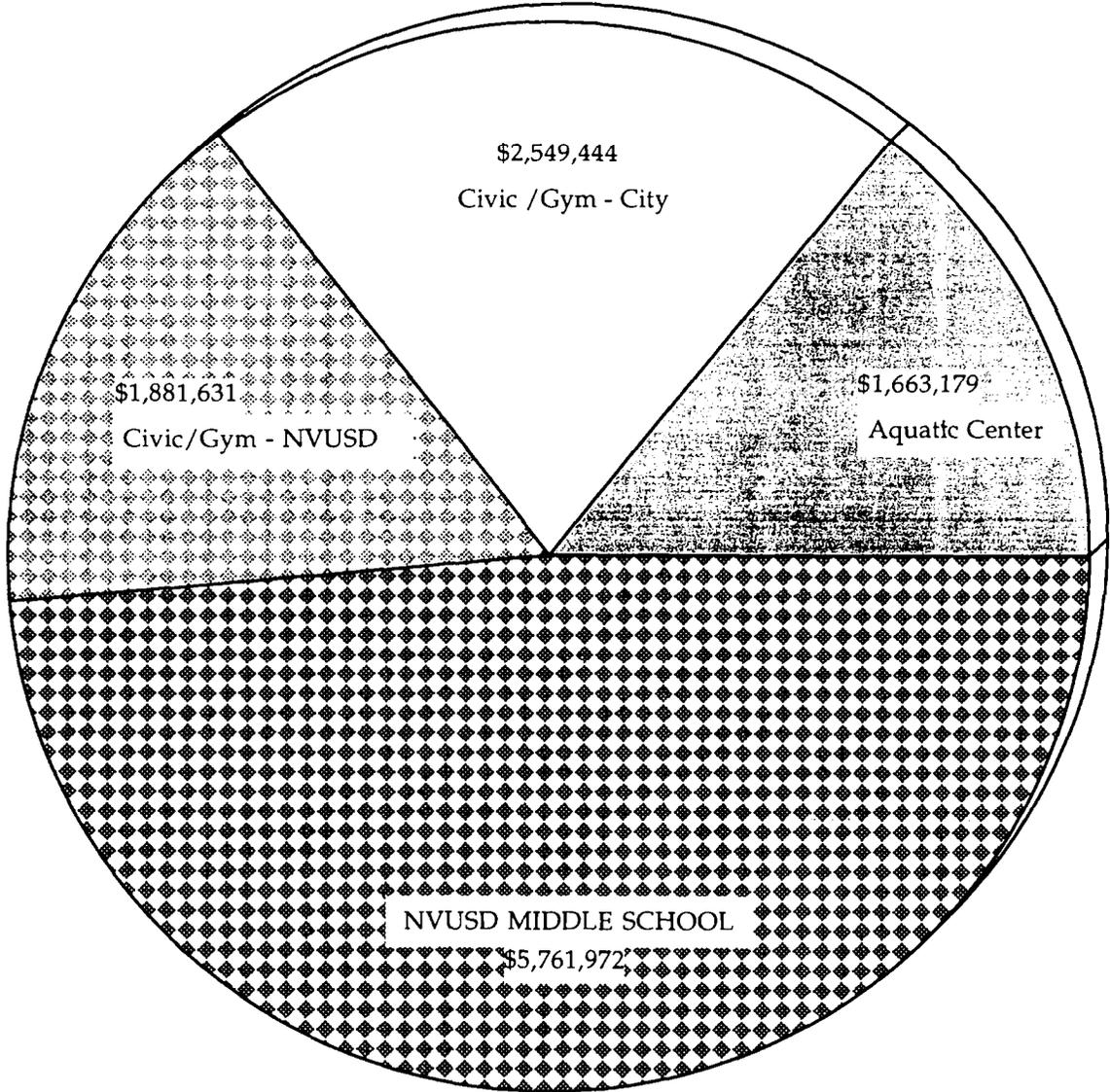
SUBTOTAL-City of American Canyon	\$3.9
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TOTAL-PROJECT	\$11.5
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City of American Canyon has purchased the land for the Middle School \$326,604.

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>
TOTAL	<u>\$11,856,226</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
SUBTOTAL-NVUSD Only	\$4,743,847	\$5,761,972

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	
SUBTOTAL - City of American Canyon Only	\$1,663,179	

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
SUBTOTAL	\$4,431,075		\$1,881,631		\$2,549,444
GRAND TOTAL - PROJECT	\$11,856,226		\$7,643,603		\$4,212,623

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

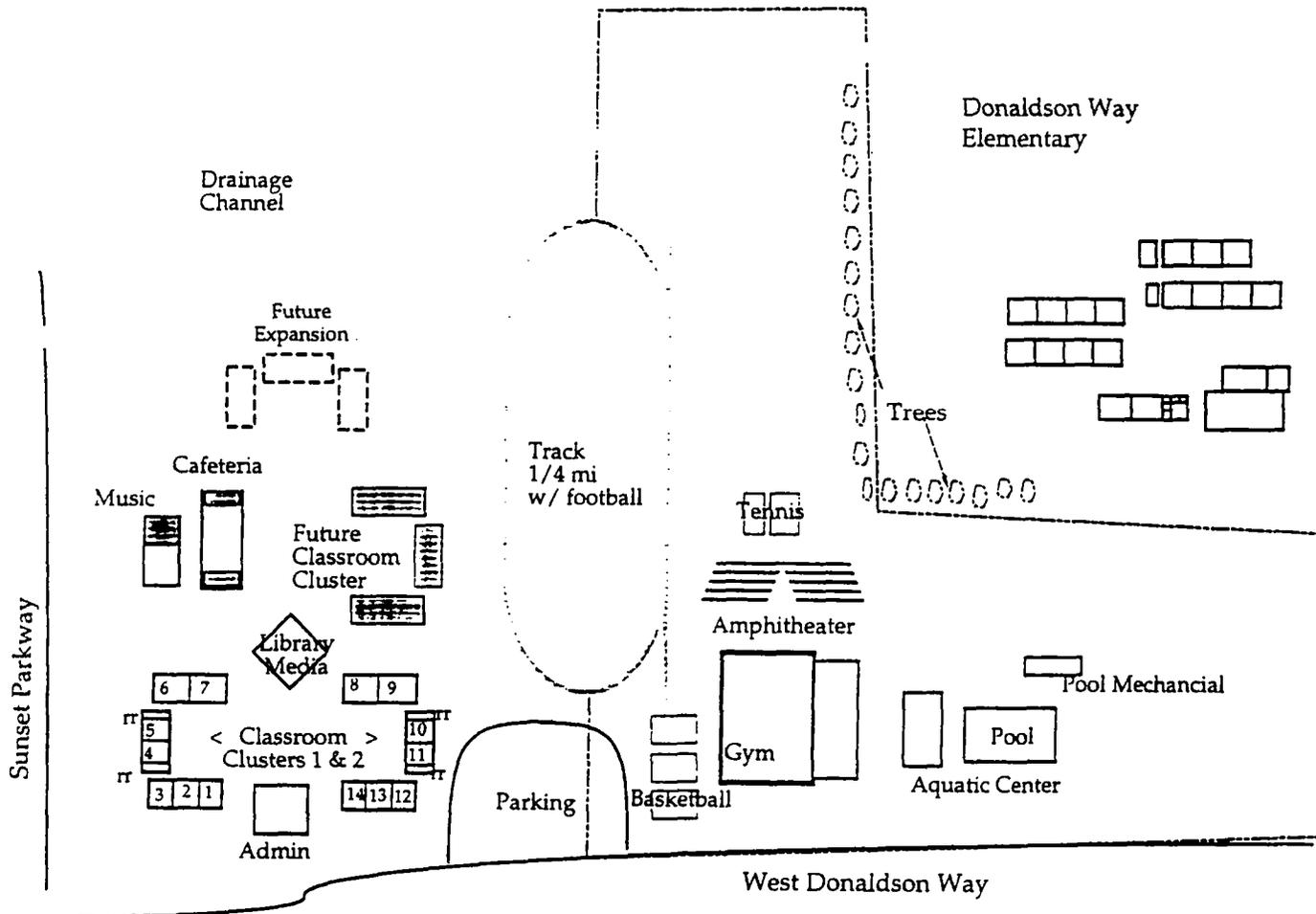
Countersigned by: Mark Joseph
Mark Joseph, City Manager
City of American Canyon

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.

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 26th day of May, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Crystal Mallare, Chair

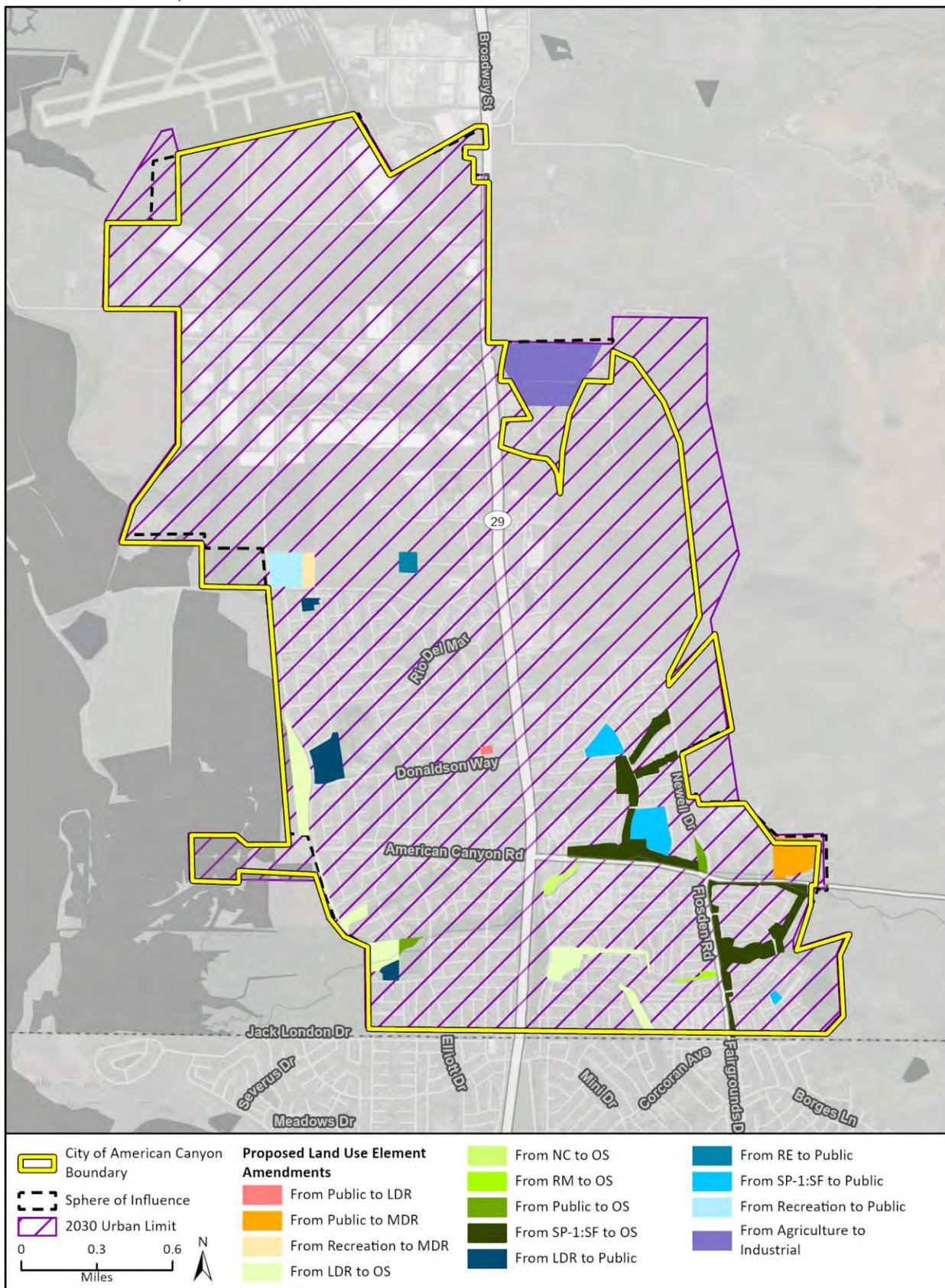
ATTEST:

APPROVED AS TO FORM:

Nicolle Jones, Administrative Technician

William D. Ross, City Attorney

Figure 3 Area of Proposed Land Use Element Amendments





TITLE

Termination of Amended and Restated Improvement Agreement and First Amendment to Subdivision Improvement and Reimbursement Agreement for the Napa Logistics Phase 2 Project

RECOMMENDATION

Adopt a Resolution taking the following actions in conjunction with the Napa Logistics Phase 2 Project:

1. Adopting the Initial Study/Addendum prepared by First Carbon Solutions, dated June 2022 for the NLP 2 Project; and,
2. Authorizing the City Manager to execute the Termination of Amended and Restated Improvement Agreement and First Amendment to Subdivision Improvement and Reimbursement Agreement for the Napa Logistics Phase 2 Project.

CONTACT

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

BACKGROUND & ANALYSIS

DWF IV NLP II, LLC ("Developer") is the developer of the Napa Logistics Park Phase 2 project ("Phase 2" or "Project"). Developer formerly owned the entirety of the Phase 2 site, consisting of an approximately 172.61-acre parcel (formerly Napa County Assessor Parcel Number 057-090-083). Developer currently owns Lots 1 and 2 of the Phase 2 site.

On December 15, 2015, the City Council (A) certified a Final Environmental Impact Report ("EIR") under the provisions of the California Environmental Quality Act (Pub. Res. Code § 21000 et seq.) ("CEQA") for the Project, and (B) approved a Conditional Use Permit ("CUP") for the Project. The CUP includes several conditions of approval, including conditions related to certain required public and private improvements (the "CUP Conditions").

On November 7, 2017, the City Council adopted Ordinance 2017-08, authorizing a Development Agreement for the Project that would to extend the CUP by an additional ten (10) years. To comply with CEQA, the City Council approved an Initial Study/Addendum prepared by First Carbon Solutions, dated August 31, 2017 ("2017 Addendum"). The City and Developer then entered into that certain

Development Agreement, dated November 7, 2017, and recorded on November 8, 2017 (the "Phase 2 Development Agreement").

On March 22, 2018, by Resolution No. 2018-06, the City Planning Commission approved a Tentative Parcel Map, further subdividing Phase 2 into six (6) legal lots: (a) three (3) buildable lots of 58.19 acres, 37.40 acres, and 24.51 acres each (the "Development Parcels"), and (b) the collective remainder lots including an 8.54 acre lot for storm drainage purposes, a designated remainder lot of 37.21 acres which is subject to a wetlands conservation easement, and public road rights of way totaling 6.67 acres (the "Tentative Map Approval"). The Tentative Map Approval includes several conditions of approval, including conditions related to certain required public and private improvements (the "Map Conditions"). Map Condition 8 incorporates by reference as Map Conditions all CUP Conditions.

On June 27, 2018 the City and Developer entered into an Amended and Restated Improvement Agreement (recorded on July 2, 2018) (the "Amended and Restated Improvement Agreement"), documenting certain improvement requirements for the Project.

On December 18, 2018, the City and Developer entered into that certain Subdivision Improvement and Reimbursement Agreement (recorded on December 18, 2018) (the "Subdivision Improvement and Reimbursement Agreement"), documenting certain improvement requirements for the Project.

On March 4, 2019, Developer recorded the Parcel Map-Napa Logistics Park Phase 2 ("Parcel Map"). Following recordation of the Parcel Map, Developer transferred Lot 4 to the Pacific Gas & Electric Company ("PG&E"), and Developer transferred Lot 3 and the designated remainder lot to the Napa Logistics Park Association. Developer and PG&E also entered into a partial assignment and assumption of the Phase 2 Development Agreement, by which Developer retained certain improvement obligations. Developer currently owns Lots 1 and 2 of the original Phase 2 site.

Both the Amended and Restated Improvement Agreement and the Subdivision Improvement and Reimbursement Agreement addressed and implemented requirements for certain roadway improvements at SR-29 and South Kelly Road (the "Original South Kelly Improvements"), as set forth in CUP Condition 16.1, the Map Conditions, MM-TRANS-1d, MM-TRANS-2a, the Napa Logistics Park Phase I approvals, and other Project approvals. The Subdivision Improvement and Reimbursement Agreement also addressed certain Transportation Demand Management ("TDM") requirements for the Project, as set forth in CUP Conditions 16. e and 17, MM-TRANS-1a and MM-TRANS-1b, and other Project approvals.

The Original South Kelly Improvements were premised on conservative assumptions about the Project's land uses, development square footage, and trip generation as analyzed in the Final EIR, and they were based on the City's, County's, Napa Valley Transportation Authority's ("NVTA"), and Caltrans' plans for traffic improvements along the SR-29 corridor as of 2015. The Project's actual buildout has resulted in less intensive land uses, reduced development square footage, and fewer

traffic trips compared to what was assumed and analyzed in the Final EIR and 2017 Addendum. In addition, the City, County, NVTA, and Caltrans have since updated their plans for traffic improvements along the SR-29 corridor.

Developer and the City now desire to modify the Original Roadway Improvements to reflect the actual land uses, development square footage, and trip generation for the Project as-built, and the agencies' updated improvement plans for the SR-29 corridor ("Modified South Kelly Improvements").

Developer and the City further desire to clarify the Transportation Demand Management ("TDM") requirements for the Project and the current status of those requirements.

Developer and the City further desire to document the Modified South Kelly Improvements and clarified TDM requirements in a single agreement.

The City has analyzed an Initial Study/Addendum prepared by First Carbon Solutions, dated July 2022 ("2022 Addendum"), which evaluated the Modified South Kelly Improvements and other items included in this Amendment and provided the basis and substantial evidence for the supporting the changes proposed in this Amendment.

Since the Amended and Restated Improvement Agreement and the Subdivision Improvement and Reimbursement Agreement both address the Original South Kelly Improvements and since there are no other improvements or Developer obligations otherwise outstanding under the Amended and Restated Improvement Agreement, the City and Developer now desire to: (1) terminate the Amended and Restated Improvement Agreement, and (2) amend the Subdivision Improvement and Reimbursement Agreement to require the Modified South Kelly Improvements in lieu of the Original South Kelly Improvements, to specify the Parties' respective rights and obligations for the construction and funding of the Modified South Kelly Improvements, to clarify the TDM requirements, and to make corresponding revisions to all other Project approvals, entitlements, and requirements.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

The fiscal impacts of the Project were addressed as part of the NLP 2 Project Conditional Use Permit and Development Agreement.

ENVIRONMENTAL REVIEW

The City examined the environmental effects of the Project (as defined in this Agreement) in an Environmental Impact Report prepared pursuant to the California Environmental Quality Act ("CEQA," Pub. Res. Code § 21000 et seq). The environmental impacts of the Project were adequately

considered in the certified Final Environmental Impact Report (“FEIR”) for the Napa Logistics Park Phase 2 Project (State Clearinghouse No. 2014082033) (including a Mitigation Monitoring and Reporting Program, and a statement of overriding considerations for the Project), and in the 2017 Napa Logistics Park Phase 2 Project Initial Study/Addendum.

The City has analyzed an Initial Study/Addendum prepared by First Carbon Solutions, dated July 2022, which evaluated whether approval of the Modified South Kelly Improvements and other items included in this Amendment have the potential to cause new or substantially more severe environmental impacts over the Project impacts evaluated and identified in the Final EIR and 2017 Addendum, or whether there is any new information of substantial importance, which was not known and could not have been known at the time the Final EIR was certified as complete, that would require additional environmental review pursuant to Public Resources Code section 21166 and the CEQA Guidelines sections 15162–15164. The 2022 Initial Study/Addendum determined that there is no potential for new or more severe significant environmental impacts, and the City Staff has determined that no subsequent EIR is required.

ATTACHMENTS:

1. [Resolution - NLP 2 Termination and SIA Amendment](#)
2. [Exhibit A to Resolution-American Canyon SR-29 South Kelly Road Addendum](#)
3. [Exhibit B to Resolution - First Amendment to Improvement Agreements](#)
4. [Exhibit A to Agreement - Parcel Map Lots 1 and 2](#)
5. [Exhibit C to Agreement - Modified South Kelly Improvement Plans](#)

RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON
AUTHORIZING THE CITY MANAGER TO EXECUTE A TERMINATION OF AMENDED AND
RESTATED IMPROVEMENT AGREEMENT AND FIRST AMENDMENT TO SUBDIVISION
IMPROVEMENT AND REIMBURSEMENT AGREEMENT FOR THE NAPA LOGISTICS PARK
PHASE 2 PROJECT**

WHEREAS, DWF IV NLP II, LLC (“Developer”) is the developer of the Napa Logistics Park Phase 2 project (“Phase 2” or “Project”). Developer formerly owned the entirety of the Phase 2 site, consisting of an approximately 172.61-acre parcel (formerly Napa County Assessor Parcel Number 057-090-083). Developer currently owns Lots 1 and 2 of the Phase 2 site; and

WHEREAS, on December 15, 2015, the City Council (A) certified a Final Environmental Impact Report (“EIR”) under the provisions of the California Environmental Quality Act (Pub. Res. Code § 21000 *et seq.*) (“CEQA”) for the Project, and (B) approved a Conditional Use Permit (“CUP”) for the Project. The CUP includes several conditions of approval, including conditions related to certain required public and private improvements (the “CUP Conditions”); and

WHEREAS, on November 7, 2017, the City Council adopted Ordinance 2017-08, authorizing a Development Agreement for the Project that would extend the CUP by an additional ten (10) years. To comply with CEQA, the City Council approved an Initial Study/Addendum prepared by First Carbon Solutions, dated August 31, 2017 (“2017 Addendum”). The City and Developer then entered into that certain Development Agreement, dated November 7, 2017, and recorded on November 8, 2017 (the “Phase 2 Development Agreement”); and

WHEREAS, on March 22, 2018, by Resolution No. 2018-06, the City Planning Commission approved a Tentative Parcel Map, further subdividing Phase 2 into six (6) legal lots: (a) three (3) buildable lots of 58.19 acres, 37.40 acres, and 24.51 acres each (the “Development Parcels”), and (b) the collective remainder lots including an 8.54 acre lot for storm drainage purposes, a designated remainder lot of 37.21 acres which is subject to a wetlands conservation easement, and public road rights of way totaling 6.67 acres (the “Tentative Map Approval”). The Tentative Map Approval includes several conditions of approval, including conditions related to certain required public and private improvements (the “Map Conditions”). Map Condition 8 incorporates by reference as Map Conditions all CUP Conditions.; and

WHEREAS, on June 27, 2018 the City and Developer entered into an Amended and Restated Improvement Agreement (recorded on July 2, 2018) (the “Amended and Restated Improvement Agreement”), documenting certain improvement requirements for the Project; and

WHEREAS, on December 18, 2018, the City and Developer entered into that certain Subdivision Improvement and Reimbursement Agreement (recorded on December 18, 2018) (the “Subdivision Improvement and Reimbursement Agreement”), documenting certain improvement requirements for the Project; and

WHEREAS, on March 4, 2019, Developer recorded the Parcel Map-Napa Logistics Park Phase 2 (“Parcel Map”). Following recordation of the Parcel Map, Developer transferred Lot 4 to the Pacific Gas & Electric Company (“PG&E”), and Developer transferred Lot 3 and the designated remainder lot to the Napa

Logistics Park Association. Developer and PG&E also entered into a partial assignment and assumption of the Phase 2 Development Agreement, by which Developer retained certain improvement obligations. Developer currently owns Lots 1 and 2 of the original Phase 2 site; and

WHEREAS, both the Amended and Restated Improvement Agreement and the Subdivision Improvement and Reimbursement Agreement addressed and implemented requirements for certain roadway improvements at SR-29 and South Kelly Road (the "Original South Kelly Improvements"), as set forth in CUP Condition 16.1, the Map Conditions, MM-TRANS-1d, MM-TRANS-2a, the Napa Logistics Park Phase I approvals, and other Project approvals. The Subdivision Improvement and Reimbursement Agreement also addressed certain Transportation Demand Management ("TDM") requirements for the Project, as set forth in CUP Conditions 16. e and 17, MM-TRANS-1a and MM-TRANS-1b, and other Project approvals; and

WHEREAS, the Original South Kelly Improvements were premised on conservative assumptions about the Project's land uses, development square footage, and trip generation as analyzed in the Final EIR, and they were based on the City's, County's, Napa Valley Transportation Authority's ("NVTA"), and Caltrans' plans for traffic improvements along the SR-29 corridor as of 2015. The Project's actual buildout has resulted in less intensive land uses, reduced development square footage, and fewer traffic trips compared to what was assumed and analyzed in the Final EIR and 2017 Addendum. In addition, the City, County, NVTA, and Caltrans have since updated their plans for traffic improvements along the SR-29 corridor.; and

WHEREAS, Developer and the City now desire to modify the Original Roadway Improvements to reflect the actual land uses, development square footage, and trip generation for the Project as-built, and the agencies' updated improvement plans for the SR-29 corridor ("Modified South Kelly Improvements"); and

WHEREAS, Developer and the City further desire to clarify the Transportation Demand Management ("TDM") requirements for the Project and the current status of those requirements; and

WHEREAS, Developer and the City further desire to document the Modified South Kelly Improvements and clarified TDM requirements in a single agreement; and

WHEREAS, the City has analyzed an Initial Study/Addendum prepared by First Carbon Solutions, dated June 2022 ("2022 Addendum"), which evaluated whether approval of the Modified South Kelly Improvements and other items included in this Amendment have the potential to cause new or substantially more severe environmental impacts over the Project impacts evaluated and identified in the Final EIR and 2017 Addendum, or whether there is any new information of substantial importance, which was not known and could not have been known at the time the Final EIR was certified as complete, that would require additional environmental review pursuant to Public Resources Code section 21166 and the CEQA Guidelines sections 15162–15164. The 2022 Initial Study/Addendum determined that there is no potential for new or more severe significant environmental impacts, and the City Staff has determined that no subsequent EIR is required; and

WHEREAS, the 2022 Addendum provides the basis and substantial evidence supporting the Modified South Kelly Improvements and modified TDM.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby adopts the 2022 Addendum which provides the basis and substantial evidence supporting the proposed Modified South Kelly Improvements and modified TDM attached hereto as Exhibit A and incorporated herein; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of American Canyon hereby authorizes the City Manager to execute the Termination of Amended and Restated Improvement Agreement and First Amendment to Subdivision Improvement and Reimbursement Agreement for the Napa Logistics Phase 2 Project, attached hereto as Exhibit B and incorporated herein; and

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 2nd day of August, 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

Initial Study/Addendum South Kelly Road and State Route 29 Improvements Project City of American Canyon, Napa County, California

Prepared for:
City of American Canyon
4383 Broadway, Suite 201
American Canyon, CA 94503
707.647.5345

Contact: Brent Cooper, AICP, Community Development Director

Prepared by:
FirstCarbon Solutions
1350 Treat Boulevard, Suite 380
Walnut Creek, CA 94597
925.357.2562

Contact: Mary Bean, Project Director

Date: July 28, 2022

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Appendix A: Transportation Memorandum

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ACRONYMS AND ABBREVIATIONS

ALUCP	Airport Land Use Compatibility Plan
AQP	Air Quality Plan
ARB	California Air Resources Board
ATCM	Airborne Toxic Control Measure
BAAQMD	Bay Area Air Quality Management District's
BMPs	best management practices
CalARP	California Accidental Release Prevention
CalEEMod	California Emissions Estimator Model
CalEMA	California Emergency Management Agency
CAP	Clean Air Plan
CASQA	California Stormwater Quality Association
CBC	California Building Standards Code
CCR	California Code of Regulations
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CNEL	Community Noise Equivalent Level
dBA	A-weighted decibel
EIR	Environmental Impact Report
FAA	Federal Aviation Administration
FCS	FirstCarbon Solutions
GHG	greenhouse gas
MM	Mitigation Measure
mgd	million gallons per day
mph	miles per hour
MT CO ₂ e	metric tons of carbon dioxide equivalents
NAHC	Native American Heritage Commission
ND	Negative Declaration
NLP2	Napa Logistics Park Phase II Project
NO _x	nitrogen oxides
PRC	Public Resources Code
RWQCB	Regional Water Quality Control Board
SR	State Route
SVP	Society of Vertebrate Paleontology
SWPPP	Storm Water Pollution Prevention Plan
TDM	Transportation Demand Management

Acronyms and Abbreviations

USACE	United States Army Corps of Engineers
USFWS	United States Fish and Wildlife Service
VMT	Vehicle Miles Traveled

SECTION 1: INTRODUCTION

This Initial Study/Addendum and attached supporting documents have been prepared to determine whether and to what extent the Napa Logistics Park Phase II Project (NLP2) 2015 Final Environmental Impact Report (2015 FEIR) (State Clearinghouse No. 2014082033) prepared for the City of American Canyon remains sufficient to address the potential impacts of the proposed South Kelly Road and State Route (SR) 29 Improvements Project (proposed improvements), or whether additional documentation is required under the California Environmental Quality Act (CEQA) (Public Resources Code [PRC] § 21000, *et seq.*).

1.1 - Environmental Checklist

Pursuant to Public Resources Code Section 21166, and CEQA Guidelines Sections 15162 and 15164, subdivision (a), the attached Addendum has been prepared to evaluate the proposed improvements. The attached Addendum uses the standard environmental checklist categories provided in Appendix G of the CEQA Guidelines but provides answer columns for evaluation consistent with the considerations listed under CEQA Guidelines Section 15162, subdivision (a).

1.2 - Environmental Analysis and Conclusions

CEQA Guidelines Section 15164, subdivision (a) provides that the lead agency or a responsible agency shall prepare an Addendum to a previously certified Environmental Impact Report (EIR) or Negative Declaration (ND) if some changes or additions are necessary but none of the conditions described in CEQA Guidelines Section 15162 calling for preparation of a subsequent Environmental Impact Report (EIR) or ND have occurred (CEQA Guidelines, § 15164, subd. (a)).

An Addendum need not be circulated for public review but can be included in or attached to the FEIR or ND (CEQA Guidelines § 15164, subd. (c)). The decision-making body shall consider the Addendum the 2015 FEIR prior to making a decision on the proposed improvements (CEQA Guidelines § 15164, subd. (d)). An agency must also include a brief explanation of the decision not to prepare a subsequent EIR or ND pursuant to Section 15162 (CEQA Guidelines § 15164, subd. (e)).

Consequently, once an EIR or ND has been certified for a project, no subsequent EIR or ND is required under CEQA unless, based on substantial evidence:

- (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or ND . . . due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;¹
- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or ND . . . due to the

¹ CEQA Guidelines Section 15382 defines “significant effect on the environment” as “. . . a substantial, or potentially substantial adverse change in any of the physical conditions within the area affected by the project, including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance . . .” (see also PRC § 21068).

involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

- (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, or the ND was adopted. . . shows any of the following:
 - A. The project will have one or more significant effects not discussed in the previous EIR or ND or negative declaration;
 - B. Significant effects previously examined will be substantially more severe than shown in the previous EIR or ND;
 - C. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - D. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR or ND would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative (CEQA Guidelines § 15162, subd. (a); see also PRC § 21166).

This Initial Study/Addendum, checklist, and attached documents constitute substantial evidence supporting the conclusion that preparation of a supplemental or subsequent EIR or ND is not required prior to approval of the above-referenced permits by responsible and trustee agencies and provides the required documentation under CEQA.

This Initial Study/Addendum addresses the impacts of the proposed South Kelly Road and SR-29 Improvements Project in relation to the conclusions of the 2015 FEIR.

1.2.1 - Findings

There are no substantial changes in the proposed improvements or in the circumstances in which the proposed improvements would be undertaken that would require major revisions of the 2015 FEIR. The proposed revisions do not require preparation of a new subsequent or supplemental EIR, due to either the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. As illustrated herein, the proposed improvements are consistent with the previous 2015 FEIR and would involve only minor changes; therefore, an Addendum is appropriate CEQA compliance for the proposed improvements.

1.2.2 - Conclusions

The City of American Canyon may approve the proposed South Kelly Road and SR-29 Improvements Project based on this Initial Study/Addendum. The impacts of the proposed improvements remain within the impacts previously analyzed in the EIR (CEQA Guidelines § 15164).

1.3 - Mitigation Monitoring and Reporting Program

As required by Public Resources Code Section 21081.6, subdivision (a)(1), an Amended Mitigation Monitoring and Reporting Program (MMRP) has been prepared for the proposed improvements in order to monitor the implementation of the mitigation measures that have been adopted for the proposed project. Any long-term monitoring of mitigation measures imposed on the overall development will be implemented through the MMRP.

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SECTION 2: PROJECT DESCRIPTION

2.1 - Location and Setting

2.1.1 - Location

The project site is located in the City of American Canyon, Napa County, California; refer to Exhibit 1. The project site consists of the segment of South Kelly Road between SR-29 and Devlin Road; refer to Exhibit 2. The project site is located on the *Cuttings Wharf, California*, United States Geological Survey 7.5-Minute Topographical Quadrangle (Latitude 38° 12' 26" North; Longitude 122° 15' 27" West).

2.1.2 - Environmental Setting

South Kelly Road is a two-lane collector that provides access to the Napa Valley Business Park² and Napa Logistics Park from SR-12 and SR-29. The intersection of SR-29/South Kelly Road is controlled by a signal, while the intersection of Devlin Road/South Kelly Road is all-way stop controlled. The existing South Kelly Road right-of-way contains asphalt-concrete pavement, curb, gutter, street lighting, and unpaved disturbed areas used for parking, non-native annual grassland with a substantial ruderal component, a seasonal wetland swale, which drains a larger seasonal wetland south of the project site to a double culvert draining runoff under the intersection South Kelly Rd and Devlin Rd to Napa River.

South Kelly Road is a truck route and carries a substantial number of heavy vehicles, which has resulted in significant wear and tear to the roadway. Evidence of asphalt concrete failure is visible in numerous places between SR-29 and Devlin Road. Exhibit 3 provides a photograph of South Kelly Road between SR-29 and Devlin Road.

2.2 - Project Background

In 2010, Napa County approved the entitlements for Phase I of the Napa Logistics Park. These entitlements included a use permit, tentative parcel map, and development agreement for a 646,000-square-foot warehouse on 38 acres of the project site. In 2011, the City of American Canyon annexed the entire 218-acre Napa Logistics Park property. The Napa Logistics Park applicant completed the Phase I warehouse in 2016 and the building is used as an IKEA customer fulfillment center.

In 2015, the American Canyon City Council approved a Conditional Use Permit for Phase II of the Napa Logistics Park and certified the 2015 FEIR. The 2015 FEIR contemplated the development of an up to 2.27-million-square-foot logistics center on 173 acres of the Napa Logistics Park property.

The 2015 FEIR required a number of circulation improvements to accommodate the anticipated 2.27 million square feet of development, including to the intersection of SR-29/South Kelly Road.

² The Napa Valley Business Park was formerly known as the Napa County Airport Industrial Area

Improvements contemplated at the time were set forth in Mitigation Measure (MM) TRANS-1d (components shown in ***bold italic*** are already constructed and operational as of 2022):

- (1) At the intersection of SR-29 at South Kelly Road:
 - Northbound approach: 3 through lanes, 2 left-turn lanes, 1 right-turn lane
 - Southbound approach: 3 through lanes, 1 left-turn lane, 1 right-turn lane
 - Eastbound approach: 1 through lane, 2 left-turn lanes, 1 right-turn lane
 - Westbound approach: 1 through lane, 2 left-turn lanes, 1 right-turn lane

- (2) At the intersection of South Kelly Road and Devlin Road:
 - Northbound approach: 1 through lane, ***1 right-turn lane***
 - Southbound approach: ***1 through lane, 1 left-turn lane***
 - Private driveway: None³
 - Westbound approach: 1 left-turn lane, 1 right-turn lane

- (3) South Kelly Road, between Devlin Road and SR-29 intersections:
 - 2 westbound receiving lanes, 1 eastbound lane, and 1 two-way left-turn lane.

In 2017, the Napa Logistics Park owner requested, and the City of American Canyon approved, a Development Agreement with a term of 10 years. The Napa Logistics Park owner has obtained four subsequent approvals from the City:

- (1) on January 25, 2018, the City Planning Commission approved a Design Permit for a building (“Building 4”). Building 4 is 702,000 square feet and is used as a warehouse;
- (2) on March 22, 2018, the City Planning Commission approved a Tentative Parcel Map, and the City Council approved a final Parcel Map on November 20, 2018;
- (3) on July 25, 2019, the City Planning Commission approved a Design Permit for a building (“Building 5”). Building 5 is 100,000 square feet and is used as a regional service center; and
- (4) on June 25, 2020, the City Planning Commission approved a Design Permit for a building (“Building 3”). Building 3 is 201,817 square feet and is used as a warehouse.

The parcel containing Building 5 was acquired by PG&E on December 23, 2020. PG&E obtained a new Design Permit and Variance from the City Planning Commission on September 30, 2021, for a 118,467-square-foot Regional Service Center.

2.3 - Project Characteristics

2.3.1 - Project Summary

With the construction of the PG&E Regional Service Center (anticipated in 2022), Napa Logistics Park will contain 1,003,817 square feet of development, which represents a reduction of 55 percent from the 2,270,640 million square feet of development that was evaluated and disclosed in the 2015 FEIR.

³ Although MM TRANS-1d did not indicate a need for a private driveway, as of 2022 a 1-lane, exit only driveway is constructed and operational.

Table 1 compares the end uses contemplated by the 2015 FEIR and the actual uses that were developed. Accordingly, the extent of roadway improvements included in the 2015 FEIR can appropriately be re-evaluated to confirm what is required to support the actual buildout of Napa Logistics Park.

Table 1: Comparison of End Uses

Building/Use	Square Footage	
	2015 FEIR	Actual (End User)
2	100,000	0
3	1,000,000	201,817 (Amazon Warehouse)
4	703,040	702,000 (Biagi Bros. Warehouse)
5	467,600	100,000 (PG&E regional service center)
Total	2,270,640	1,003,817
Difference	(1,266,823)	

Note: Building 2 will never be developed
Source: Orchard Partners 2022.

In light of the substantial reduction in square footage, the applicant proposes to amend the improvements required by the 2015 FEIR, First Amended and Restated Improvement Agreement, and related NLP2 approvals, as follows:

Amended CUP Condition 16.a/Amended MM TRANS-1d

The project applicant shall make a fair share payment to the City to support the City’s implementation of the following improvements to SR-29. This amended mitigation is based on improvements that have already been constructed, the project’s reduced trip generation, and the project’s reduced extent of development as documented in the 2022 transportation impact study.

- South Kelly Road between SR-29 and Devlin Road would be widened to accommodate a third maneuvering lane.
- The eastbound approach at SR-29 would have a left-turn lane, a shared left-turn/through lane, and a right-turn lane.
- The southbound approach would be widened to add a right-turn lane on SR-29.
- The northbound approach left-turn lane on SR-29 would be extended.
- SR-29 would not be widened to provide three through lanes, as contemplated in the 2015 FEIR.

Exhibit 4a, 4b, 5a, 5b depict the proposed improvements plan.

Table 2 shows the requested revisions to Mitigation Measure TRANS 1-D and 2-A in the 2015 FEIR.

Table 2: Revisions to Mitigation Measures TRANS 1-D and TRANS 2-A

Intersection/ Road Segment	Approach	Number of Travel Lanes	
		2015 FEIR Mitigation	Revised Mitigation
SR-29/South Kelly Road	Northbound	3 through, 2 left, 1 right	2 through, 1 left ¹
	Southbound	3 through, 1 left, 1 right	2 through, 1 left, 1 right
	Eastbound	1 through, 2 left, 1 right	1 left, 1 left/through, 1 right
	Westbound	1 through, 2 left, 1 right	1 through, 1 left ¹
Devlin Road/South Kelly Road	Northbound	1 through, 1 right	1 through ¹
	Southbound	1 through, 1 left	1 through, 1 left ¹
	Private Driveway	None ²	1 lane-exit only ¹
	Westbound	1 left, 1 right	1 left, 1 right
South Kelly Road: Devlin Road to SR-29	Westbound	2 receiving lanes	2 receiving lanes
	Eastbound	1 eastbound lane	1 eastbound lane
	Center Lane	1 two-way left-turn lane	1 two-way left-turn lane
Notes:			
¹ Existing Configuration			
² Did not exist at time of 2015 FEIR			

Amended CUP Conditions 16.e.; 17/Amended MM TRANS-1a and MM-TRANS-1b.

The project applicant shall establish a Transportation Demand Management (TDM) program, subject to review and approval by the City. The intent of the TDM program is to ensure that traffic volumes generated by the project do not exceed that which would occur from warehouse-only uses. Notwithstanding its intent, the applicant shall implement this mitigation measure regardless of the mix of uses (warehouse-only or warehouse/industrial/office) that is eventually built.

To ensure its enforceability, the project applicant shall incorporate the TDM program into the CC&Rs for the Napa Logistics Park. The CC&Rs shall require the Association to monitor each Occupant’s compliance with the TDM program and to allocate to an Owner or Owners any fines imposed by the City in connection with an Occupant’s violation of the TDM program.

The applicant has already fully complied with this condition and mitigation measure. The applicant submitted, and the City approved, a Transportation Demand Management program for the project, entitled “Napa Logistics Park Transportation Demand Management (TDM) Strategies and Monitoring,” prepared by Fehr & Peers and dated October 2020. The applicant incorporated the TDM program into the Declaration of Covenants, Conditions, and Restrictions and Grant of Easements for Napa Logistics Park (recorded on September 12, 2017, as Instrument No. 2017-0020645 in the Official Records of the County), as subsequently amended. Section 3.3.14 of the CC&Rs requires the Association to monitor each Occupant’s compliance with the TDM Program and

to allocate to an Owner or Owners any fines imposed by the City in connection with an Occupant's violation of the TDM Program.

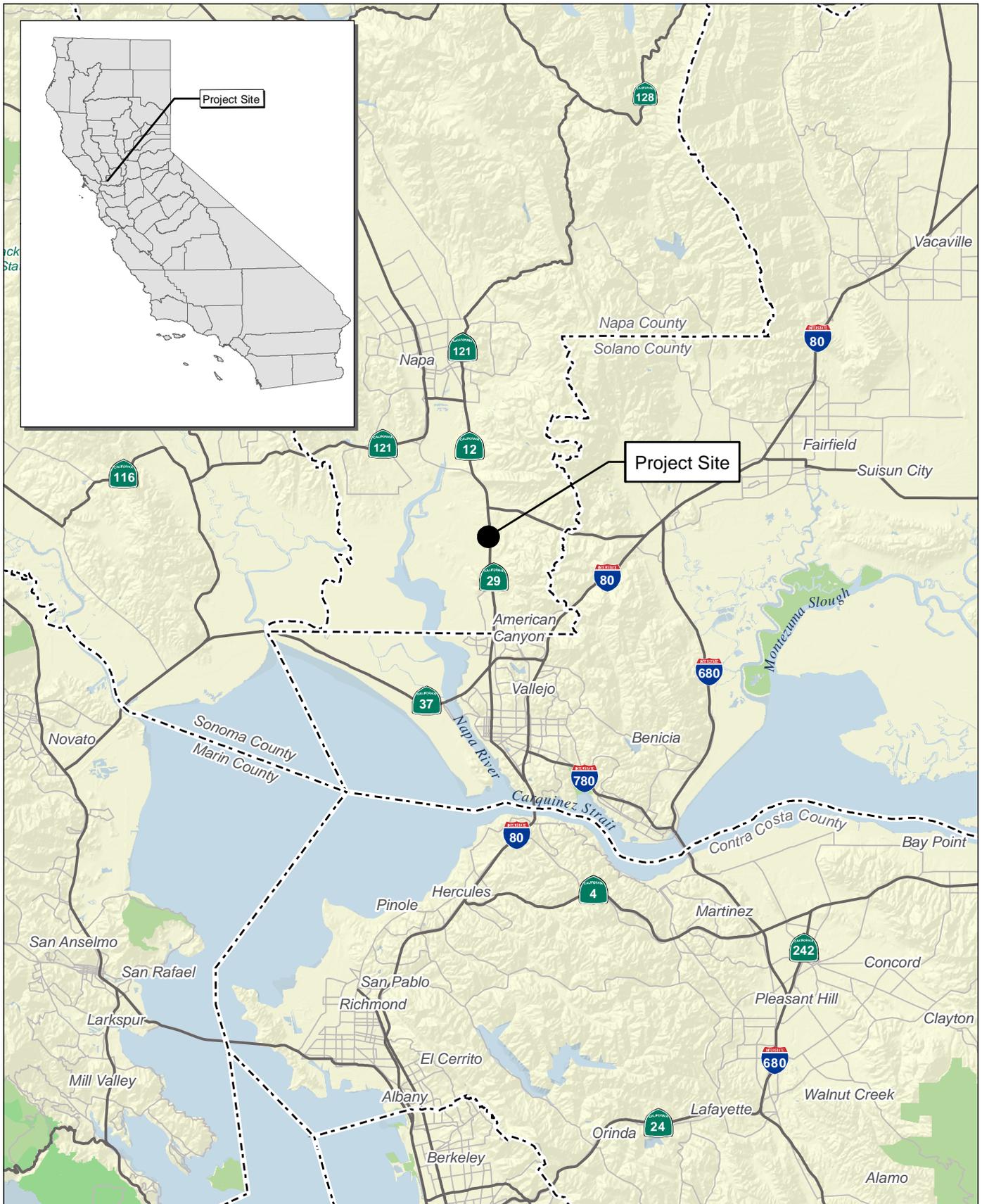
2.4 - Discretionary Approvals

The proposed improvements require discretionary approvals from the City of American Canyon, including but not limited to the following:

- Adoption of Addendum
- Approval of Preliminary Improvement Plans
- Approval of a Second Amended and Restated Improvement Agreement
- Adoption of Amended MMRP

The proposed improvements may also require approvals from other agencies, including but not limited to an encroachment permit from Caltrans.

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Source: Census 2000 Data, The California Spatial Information Library (CaSIL).

FIRSTCARBON
SOLUTIONS™



Exhibit 1 Regional Location Map

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Source: Google Earth Aerial Imagery. Kier + Wright, 02/03/2022.

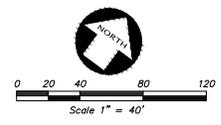
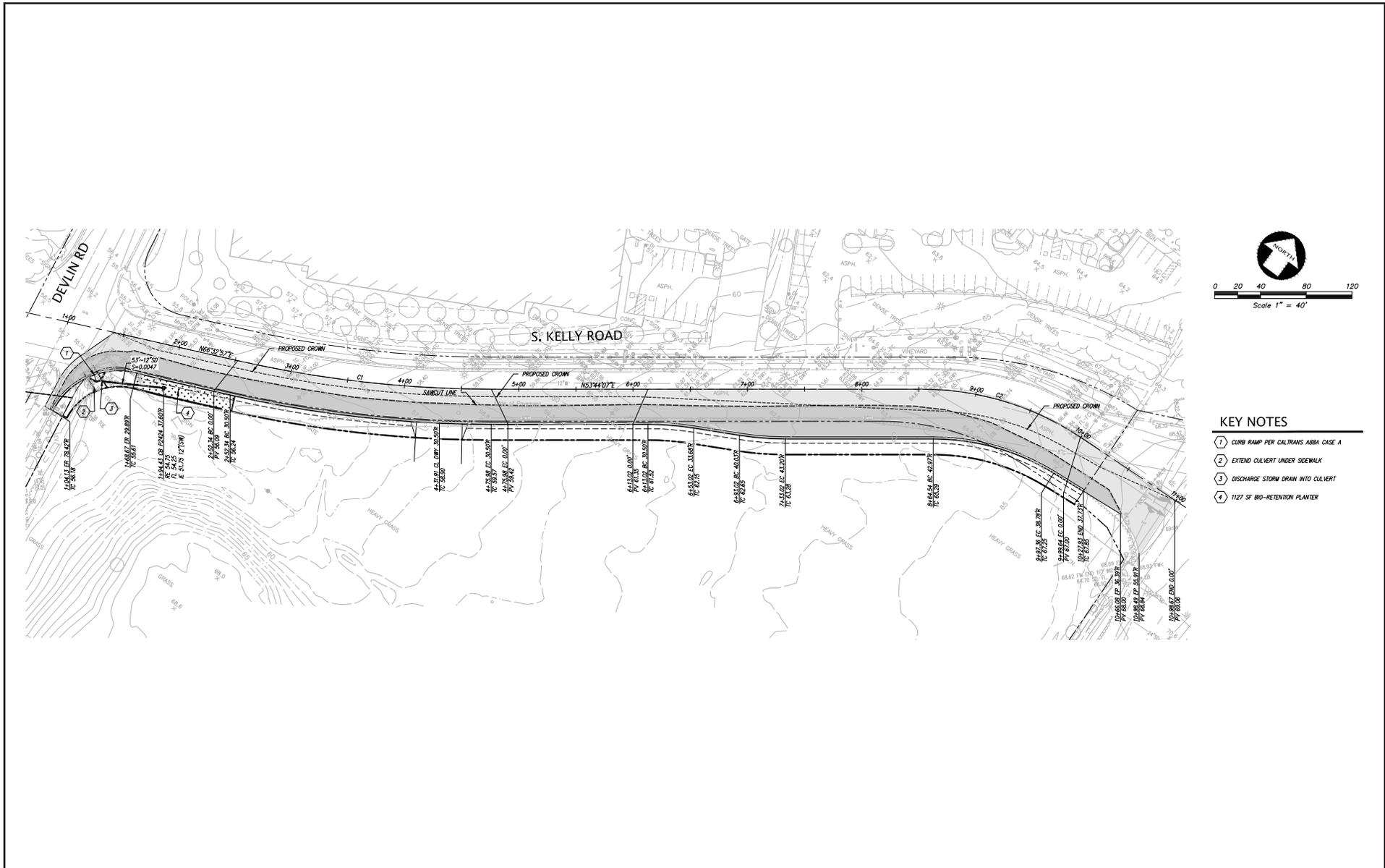


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View of S. Kelly Road looking east.

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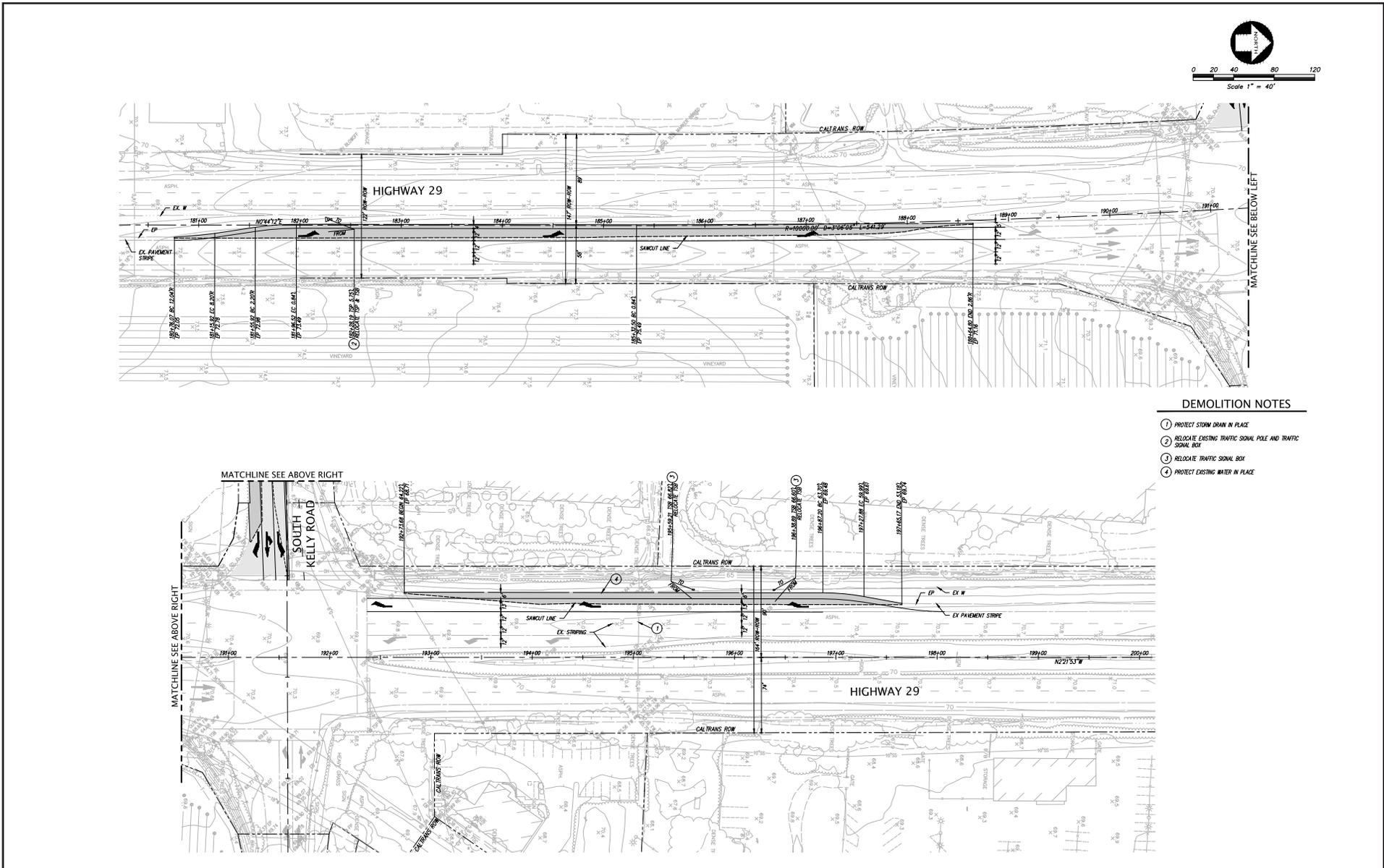
- KEY NOTES**
- 1 CURB RAMP PER CALTRANS AB81 CASE A
 - 2 EXTEND CULVERT UNDER SIDEWALK
 - 3 DISCHARGE STORM DRAIN INTO CULVERT
 - 4 1127 SF BIO-RETENTION PLANTER

Source: KIER + WRIGHT, February 2021.



Exhibit 4a S. Kelly Road Improvements Plan

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DEMOLITION NOTES

- ① PROTECT STORM DRAIN IN PLACE
- ② RELOCATE EXISTING TRAFFIC SIGNAL POLE AND TRAFFIC SIGNAL BOX
- ③ RELOCATE TRAFFIC SIGNAL BOX
- ④ PROTECT EXISTING WATER IN PLACE

Source: KIER + WRIGHT, July 2021.

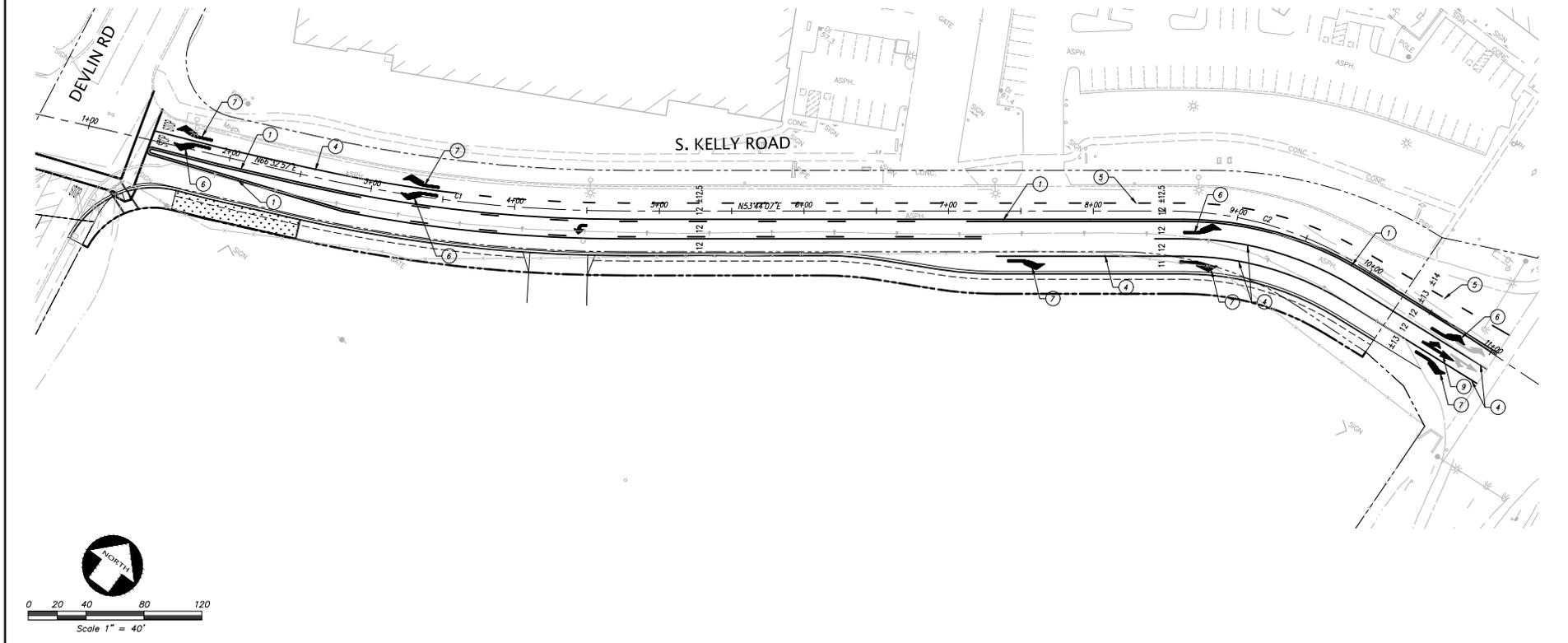


**Exhibit 4b
State Route 29 Improvements Plan**

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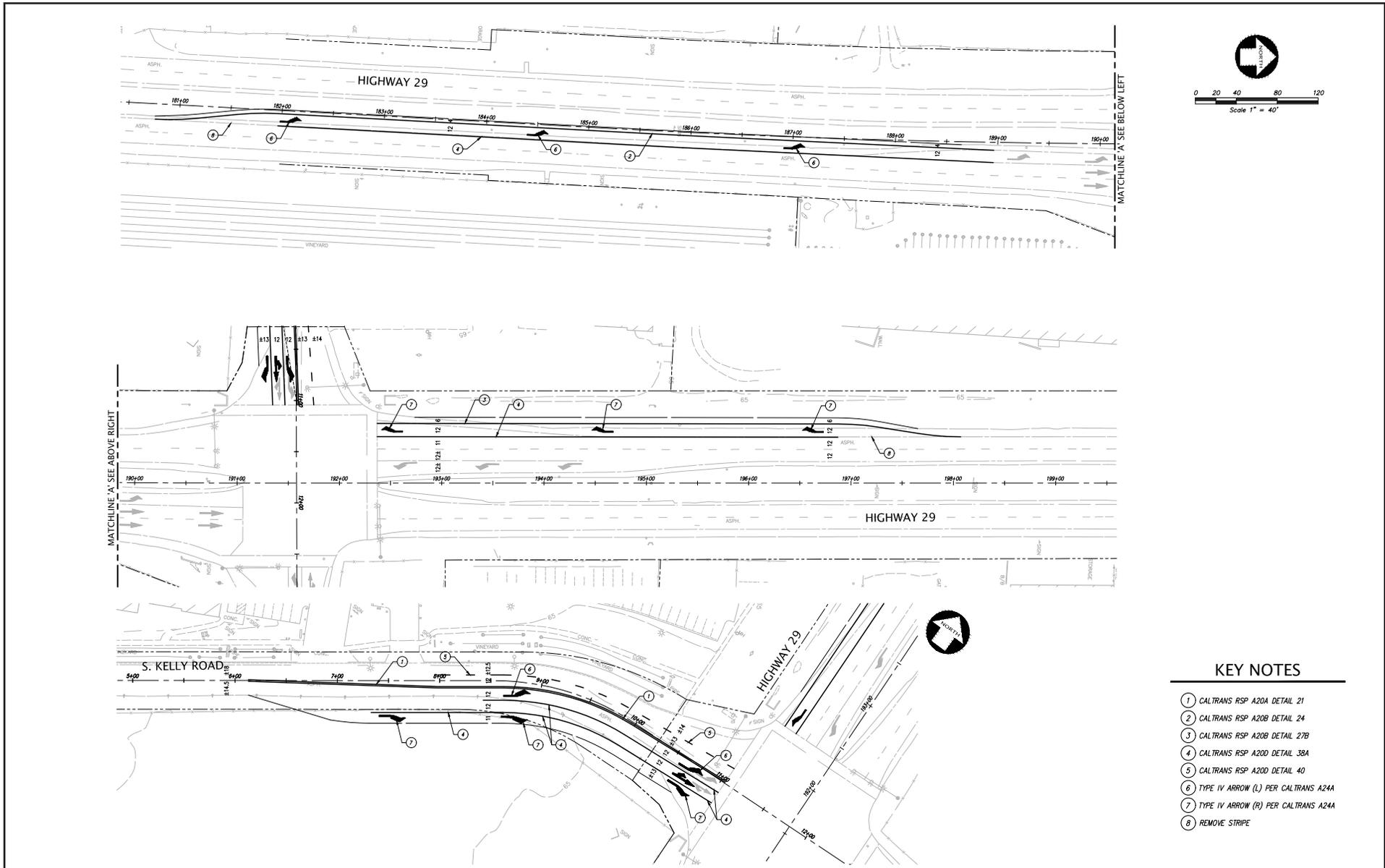
KEY NOTES

- ① CALTRANS RSP A20A DETAIL 21
- ② CALTRANS RSP A20B DETAIL 24
- ③ CALTRANS RSP A20B DETAIL 27B
- ④ CALTRANS RSP A20D DETAIL 38A
- ⑤ CALTRANS RSP A20D DETAIL 40
- ⑥ TYPE IV ARROW (L) PER CALTRANS A24A
- ⑦ TYPE IV ARROW (R) PER CALTRANS A24A
- ⑧ REMOVE STRIPE
- ⑨ TYPE VII ARROW (L) PER CALTRANS A24A



Source: KIER + WRIGHT, February 2021.

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Source: KIER + WRIGHT, July 2021.

KEY NOTES

- ① CALTRANS RSP A20A DETAIL 21
- ② CALTRANS RSP A20B DETAIL 24
- ③ CALTRANS RSP A20B DETAIL 27B
- ④ CALTRANS RSP A20D DETAIL 38A
- ⑤ CALTRANS RSP A20D DETAIL 40
- ⑥ TYPE IV ARROW (L) PER CALTRANS A24A
- ⑦ TYPE IV ARROW (R) PER CALTRANS A24A
- ⑧ REMOVE STRIPE

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SECTION 3: CEQA CHECKLIST

The purpose of the checklist is to evaluate the categories in terms of any changed condition (e.g., changed circumstances, project changes, or new information of substantial importance) that may result in a changed environmental result (e.g., a new significant impact or substantial increase in the severity of a previously identified significant effect) (CEQA Guidelines § 15162).

The questions posed in the checklist come from Appendix G of the CEQA Guidelines. A “no” answer does not necessarily mean that there are no potential impacts relative to the environmental category but that there is no change in the condition or status of the impact since it was analyzed and addressed with mitigation measures in the 2015 FEIR. These environmental categories might be answered with a “no” in the checklist, since the proposed improvements do not introduce changes that would result in a modification to the conclusion of the previously approved CEQA document.

This Initial Study/Addendum addresses the conclusions of the proposed South Kelly Road and SR-29 Improvements Project.

3.1 - Explanation of Checklist Evaluation Categories

(1) Conclusion in 2015 FEIR and Related Documents

This column summarizes the conclusion of the 2015 FEIR relative to the environmental issue listed under each topic.

(2) Do the Proposed Changes Involve New Impacts?

Pursuant to CEQA Guidelines Section 15162, subdivision (a)(1), this column indicates whether the changes represented by the proposed South Kelly Road and State Route 29 Improvements Project will result in new significant environmental impacts not previously identified or mitigated by the 2015 FEIR or whether the changes will result in a substantial increase in the severity of a previously identified significant impact.

(3) New Circumstances Involving New Impacts?

Pursuant to CEQA Guidelines Section 15162, subdivision (a)(2), this column indicates whether there have been substantial changes with respect to the circumstances under which the proposed South Kelly Road and State Route 29 Improvements Project is undertaken that will require major revisions to the 2019 FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

(4) New Information Requiring New Analysis or Verification?

Pursuant to CEQA Guidelines Section 15162, subdivision (a)(3)(A-D), this column indicates whether new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the 2015 FEIR was certified, shows any of the following:

- (A) The South Kelly Road and State Route 29 Improvements Project will have one or more significant effects not discussed in the previous EIR or negative declaration;
- (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
- (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the South Kelly Road and State Route 29 Improvements Project, but the project proponents decline to adopt the mitigation measure or alternative; or
- (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

If the additional analysis completed as part of this environmental review were to find that the conclusions of the proposed South Kelly Road and State Route 29 Improvements Project remain the same and no new significant impacts are identified, or identified impacts are not found to be substantially more severe, or additional mitigation is not necessary, then the question would be answered “no” and no additional environmental document would be required.

(5) Mitigation Measures Implemented or Address Impacts

Pursuant to CEQA Guidelines Section 15162, subdivision (a)(3), this column indicates whether the 2015 FEIR provides mitigation measures to address effects in the related impact category. Any previously adopted mitigation measures will identified. The response will also address proposed revisions to previously adopted mitigation measures. These mitigation measures will be implemented with the construction of the proposed improvements, as applicable. If “NA” is indicated, the 2015 FEIR has concluded that the impact either does not occur with this proposed project or is not significant, and therefore no additional mitigation measures are needed.

3.2 - Discussion and Mitigation Sections

(1) Discussion

A discussion of the elements of the checklist is provided under each environmental category in order to clarify the answers. The discussion provides information about the particular environmental issue, how the proposed improvements relate to the issue, and the status of any mitigation that may be required or that has already been implemented.

(2) Mitigation Measures

Applicable mitigation measures from the Initial Study that apply to the proposed improvements are listed under each environmental category.

(3) Conclusions

A discussion of the conclusion relating to the analysis is contained in each section.

Environmental Issue Area	Conclusion in 2015 FEIR	Do the Proposed Changes Involve New or More Severe Impacts?	New Circumstances Involving New or More Severe Impacts?	New Information Requiring New Analysis or Verification?	Mitigation Measures
I. Aesthetics, Light, and Glare <i>Except as provided in Public Resources Code Section 21099, would the project:</i>					
a) Have a substantial adverse effect on a scenic vista?	Less than significant impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on a scenic vista.	No. There are no new circumstances that would result in new or more severe impacts on a scenic vista.	No. No new information of substantial importance indicates the need for additional analysis of scenic vistas.	None
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic building within a State Scenic Highway?	No impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on State Scenic Highways.	No. There are no new circumstances that would result in new or more severe impacts on State Scenic Highways.	No. No new information of substantial importance indicates the need for additional analysis of State Scenic Highways.	None
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	Less than significant impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on visual character.	No. There are no new circumstances that would result in new or more severe impacts on visual character.	No. No new information of substantial importance indicates the need for additional analysis of visual character.	None
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	Less than significant impact after mitigation	No. The proposed improvements do not involve changes that would result in new or more severe impacts on light and glare.	No. There are no new circumstances that would result in new or more severe impacts on light and glare.	No. No new information of substantial importance indicates the need for additional analysis of light and glare.	MM AES-3 <i>[MM AES-3 does not apply to the proposed improvements]</i>

Discussion

- a) The 2015 FEIR indicated that the approximately 173-acre project site contains flat undeveloped land, seasonal marshes, the 37-acre Wetland Preserve, and No Name Creek. The project site does not contain any visual resources that would be considered a scenic vista, and the City of American Canyon General Plan does not identify any scenic vistas on the project site. The 2015 FEIR concluded that impacts would be less than significant.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The proposed improvements would consist of low-profile items such as additional turn lanes, curb, gutter, and storm drainage facilities, and they would be aesthetically comparable to the improvements studied in the 2015 FEIR. As such, the proposed improvements would not alter any aesthetic conclusions set forth in the 2015 FEIR.

- b) The 2015 FEIR indicated that SR-29 is located 0.3 mile to the east and is classified as an “Eligible” State Scenic Highway. However, because of the presence of structures, topography, and vegetation, the project site is not visible from SR-29. The 2015 FEIR indicated that no impacts would occur.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The proposed improvements would consist of low-profile items such as additional turn lanes, curb, gutter, and storm drainage facilities, and they would be aesthetically comparable to the improvements studied in the 2015 FEIR. As such, the proposed improvements would not alter any aesthetic conclusions set forth in the 2015 FEIR.

- c) The 2015 FEIR indicated that the approximately 173-acre project site contains flat undeveloped land, seasonal marshes, the 37-acre Wetland Preserve, and No Name Creek. The project site is surrounded by the Napa County Airport, the Devlin Road Transfer Station, Napa Logistics Phase I, the Napa Branch railroad line, and Devlin Road (and associated overcrossing). The NLP2 Project would develop approximately 2,271,000 square feet of industrial uses such as warehouse, distribution, e-commerce, manufacturing, and accessory retail/office uses. The 37-acre Wetland Preserve would be maintained by the NLP2 Project. The 2015 FEIR noted that project buildings would be similar in size, character, building materials, and end uses to other surrounding land uses and thus would be visually compatible. The 2015 FEIR concluded that development of the NLP2 Project would not degrade the visual character of the project site or its surroundings. Impacts would be less than significant.

The proposed improvements would consist of low-profile items such as additional turn lanes, curb, gutter, and storm drainage facilities, and they would be aesthetically comparable to the improvements studied in the 2015 FEIR. The proposed improvements would not conflict with any applicable zoning and other regulations governing scenic quality. As such, the proposed improvements would not alter any aesthetic conclusions set forth in the 2015 FEIR.

- d) The 2015 FEIR indicated that the project site does not contain any existing sources of light and glare. The project site is adjacent to the Napa County Airport and has the potential to introduce new sources of light and glare that may interfere with aviation activities. The 2015 FEIR set forth Mitigation Measure (MM) AES-3 requiring the project applicant, prior to issuance of building permits, to prepare a photometric plan demonstrating that all exterior light fixtures are directed downward or employ full cut-off fixtures to minimize light spillage and avoid interference with airport operations. With the implementation of MM AES-3, the 2015 FEIR concluded that impacts would be reduced to a level of less than significant.

Street lighting currently exists along the segment of South Kelly Road between SR-29 and Devlin Road. The proposed improvements would maintain the existing street lighting; no new lights would be installed. In addition, the applicant has already fully complied with and implemented MM AES-3 as the City has approved the photometric plan for the buildings and incorporated it into the final building plans. Thus, MM AES-3 would not apply to the proposed improvements and the proposed improvements would not alter any light and glare conclusions set forth in the 2015 FEIR.

Mitigation Measures

- MM AES-3** Prior to issuance of building permits for the proposed project, the project applicant shall prepare and submit a photometric plan to the City of American Canyon for review and approval. The photometric plan must demonstrate that all exterior light fixtures would be directed downward or employ full cutoff fixtures to minimize light spillage and avoid interference with aviation operations at the Napa County Airport. The approved plan shall be incorporated into the final building plans. **(This mitigation measure does not apply to the proposed improvements).**

Conclusion

The conclusions from the 2015 FEIR would remain unchanged with the approval of the improvements.

Environmental Issue Area	Conclusion in 2015 FEIR	Do the Proposed Changes Involve New or More Severe Impacts?	New Circumstances Involving New or More Severe Impacts?	New Information Requiring New Analysis or Verification?	Mitigation Measures
<p>II. Agricultural and Forest Resources <i>In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the State’s inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:</i></p>					
<p>a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?</p>	<p>No impact</p>	<p>No. The proposed improvements do not involve changes that would result in new or more severe impacts on Important Farmland.</p>	<p>No. There are no new circumstances that would result in new or more severe impacts on Important Farmland.</p>	<p>No. No new information of substantial importance indicates the need for additional analysis of Important Farmland.</p>	<p>None</p>
<p>b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?</p>	<p>No impact</p>	<p>No. The proposed improvements do not involve changes that would result in new or more severe impacts on agricultural zoning or Williamson Act contracts.</p>	<p>No. There are no new circumstances that would result in new or more severe impacts on agricultural zoning or Williamson Act contracts</p>	<p>No. No new information of substantial importance indicates the need for additional analysis of agricultural zoning or Williamson Act contracts.</p>	<p>None</p>
<p>c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?</p>	<p>No impact.</p>	<p>No. The proposed improvements do not involve changes that would result in new or more severe impacts on conflicts with forest zoning.</p>	<p>No. There are no new circumstances that would result in new or more severe impacts on conflicts with forest zoning.</p>	<p>No. No new information of substantial importance indicates the need for additional analysis of conflicts with forest zoning.</p>	<p>None</p>

Environmental Issue Area	Conclusion in 2015 FEIR	Do the Proposed Changes Involve New or More Severe Impacts?	New Circumstances Involving New or More Severe Impacts?	New Information Requiring New Analysis or Verification?	Mitigation Measures
d) Result in the loss of forest land or conversion of forest land to non-forest use?	No impact.	No. The proposed improvements do not involve changes that would result in new or more severe impacts on loss of forest land.	No. There are no new circumstances that would result in new or more severe impacts on loss of forest land.	No. No new information of substantial importance indicates the need for additional analysis of loss of forest land.	None
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	Less than significant impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on surrounding agricultural uses.	No. There are no new circumstances that would result in new or more severe impacts on surrounding agricultural uses.	No. No new information of substantial importance indicates the need for additional analysis of surrounding agricultural uses.	None

Discussion

- a) The 2015 FEIR indicated that the project site is mapped as “Farmland of Local Importance” and “Other Land,” which does not fall under the Important Farmland umbrella. Thus, the proposed NLP2 Project would not convert Important Farmland to non-agricultural use. The 2015 FEIR concluded that no impacts would occur.

The proposed improvements would not result in any change to the farmland designation for the project site and no updated designation has occurred since certification of the 2015 FEIR. The proposed improvement area remains mapped as “Urban Built-Up Land.” The proposed improvement area is not used, and has no potential to be used, for agriculture or forestry. As such, the proposed improvements would not alter any agriculture and forestry conclusions set forth in the 2015 FEIR.

- b) The 2015 FEIR indicated that the project site is zoned “Business/Industrial Park,” a non-agricultural zoning district, by the Napa County Airport Industrial Area Specific Plan. Additionally, the project site is not encumbered by an active Williamson Act contract. These conditions preclude the possibility of conflicts with agricultural zoning or Williamson Act contracts. The 2015 FEIR concluded that no impacts would occur.

The proposed improvements would not result in any change to the zoning applicable to the project site and no zoning changes have occurred since the 2015 FEIR was certified. The

proposed improvement area does not have a zoning designation. Additionally, no Williamson Act contracts have been executed for the project site or proposed improvement area since certification of the 2015 FEIR. The proposed improvement area is not used, and has no potential to be used, for agriculture or forestry. As such, the proposed improvements would not alter any agriculture and forestry conclusions set forth in the 2015 FEIR.

- c) The 2015 FEIR indicated that the project site is zoned “Business/Industrial Park” by the Napa County Airport Industrial Area Specific Plan, a non-forest zoning district. This condition precludes the possibility of conflicts with forest zoning. The 2015 FEIR concluded that no impacts would occur.

The proposed improvements would not change the zoning designation for the site and no changes have occurred with respect to the project site zoning designation since certification of the 2015 FEIR. The proposed improvement area does not have a zoning designation. The proposed improvement area is not used, and has no potential to be used, for agriculture or forestry. As such, the proposed improvements would not alter any agriculture and forestry conclusions set forth in the 2015 FEIR.

- d) The 2015 FEIR indicated that the project site contains undeveloped land and does not contain any stands of trees that would meet the State’s definition of forest land or timberland. Thus, the NLP2 Project would not convert forest land to non-forest use. The 2015 FEIR concluded that no impacts would occur.

The proposed improvements would not change the nature of the existing project site and no changes have occurred related to forest land or timberland on the site since the 2015 FEIR was certified. The proposed improvement area does not contain any stands of trees that would meet the State’s definition of forest land or timberland. The proposed improvement area is not used, and has no potential to be used, for agriculture or forestry. As such, the proposed improvements would not alter any agriculture and forestry conclusions set forth in the 2015 FEIR.

- e) The 2015 FEIR indicated that the project site is surrounded by urban uses and infrastructure on all sides and, therefore, would not result in the conversion of Important Farmland to non-agricultural use. The 2015 FEIR concluded that no impacts would occur.

The project site and the proposed improvement area remain surrounded by urban uses and infrastructure on all sides, and thus the proposed improvements have no potential to result in conversion of farmland or forest land. The proposed improvements would not change the nature of the existing project site and the surrounding area, and no changes related to agricultural, or forestry resources have occurred in the vicinity of the project site since the 2015 FEIR was certified. As such, the proposed improvements would not alter any agriculture and forestry conclusions set forth in the 2015 FEIR.

Mitigation Measures

None.

Conclusion

The conclusions from the 2015 FEIR would remain unchanged with the approval of the improvements.

Environmental Issue Area	Conclusion in 2015 FEIR	Do the Proposed Changes Involve New or More Severe Impacts?	New Circumstances Involving New or More Severe Impacts?	New Information Requiring New Analysis or Verification?	Mitigation Measures
III. Air Quality <i>Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:</i>					
a) Conflict with or obstruct implementation of the applicable air quality plan?	Significant unavoidable impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on an applicable air quality plan.	No. There are no new circumstances that would result in new or more severe impacts on an applicable air quality plan.	No. No new information of substantial importance indicates the need for additional analysis of an applicable air quality plan.	MM AIR-2, MM AIR-3a, and MM AIR-3b
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	Significant unavoidable impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts associated with any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard.	No. There are no new circumstances that would result in new or more severe impacts associated with any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard.	No. No new information of substantial importance indicates the need for additional analysis of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard.	MM AIR-3a and MM AIR-3b
c) Expose sensitive receptors to substantial pollutant concentrations?	Significant unavoidable impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on sensitive receptors.	No. There are no new circumstances that would result in new or more severe impacts on sensitive receptors.	No. No new information of substantial importance indicates the need for additional analysis of sensitive receptors.	MM AIR-2, MM AIR-3a, and MM AIR-3b
d) Result in other emissions (such as those leading to odors or) adversely affecting a substantial number of people?	Less than significant impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts associated with objectionable odors.	No. There are no new circumstances that would result in new or more severe impacts associated with objectionable odors.	No. No new information of substantial importance indicates the need for additional analysis of objectionable odors.	None

Discussion

- a) The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The proposed improvements would consist of low-profile items such as additional turn lanes, curb, gutter, and storm drainage facilities, and they would be comparable to, or less than, the roadway improvements studied as a part of the NLP2 2015 FEIR. The proposed improvements would not alter any air quality conclusions set forth in the 2015 FEIR.

The 2015 FEIR found that the NLP2 Project would have a significant and unavoidable impact related to its potential to conflict with or obstruct implementation of the applicable air quality plan, because operation of the NLP2 Project would exceed certain criteria pollutant thresholds. The 2015 FEIR evaluated three criteria related to the Bay Area Air Quality Management District's (BAAQMD's) 2010 Air Quality Plan (AQP), as described below. Since the release of the 2015 FEIR, BAAQMD has released a 2017 Clean Air Plan. Ramboll Environ compared how the delay in project implementation would affect the conclusions reached in the 2015 FEIR with respect to the 2010 AQP. The 2017 Clean Air Plan is based on an updated assessment of the Bay Area's emissions, but it does not change significance criteria for evaluating air quality and greenhouse gas impacts under CEQA. Thus, no other significance finding, or air quality assessment included in the 2015 FEIR would be impacted by the release of the 2017 Clean Air Plan.

The potential impacts of the NLP2 Project were considered significant and unavoidable due to the emissions exceedance described in Impact AIR-3. The conclusions of Impact AIR-3 would not change through the implementation of the proposed improvements, or with a comparison to the 2017 Clean Air Plan. Therefore, the conclusion of Impact AIR-1 from the 2015 FEIR would still apply to the proposed project.

Mitigation measures included in the 2015 FEIR to reduce air quality impacts, including MM AIR-2 and AIR-3a, continue to apply to the proposed project and will help to reduce the potential air quality impacts related to the construction, but the residual significance of the NLP2 Project impact would remain significant and unavoidable. As such, the implementation of the proposed improvements would not alter any conclusions set forth in the 2015 FEIR.

- b) The 2015 FEIR found that the NLP2 Project would emit criteria pollutants from construction and operational activities that would exceed BAAQMD significance thresholds.

As analyzed in the 2015 FEIR, NO_x (nitrogen oxides) emissions from construction exceeded the significance threshold before mitigation but were found to be below the threshold after mitigation. The NLP2 project is smaller in scope than what was contemplated as part of the 2015 FEIR, and the roadway improvements included as part of the proposed project are also less than what was included as part of the 2015 FEIR air quality analysis. MM AIR-3a requires that all diesel equipment be powered by Tier 3 engines or equivalent. The NLP2 Project would continue to be required to comply with this mitigation measure, including during construction of the proposed project. The criteria pollutant emissions generated by the construction of the

proposed project, including NO_x emissions, would be less than those originally contemplated in the 2015 FEIR, and would continue to remain below the BAAQMD significance thresholds with the implementation of required mitigation.

ROG and NO_x emissions from operations also exceeded the BAAQMD significance thresholds, as analyzed in the 2015 FEIR. MM AIR-3b mitigated emissions from heavy-duty trucks since emissions from heavy-duty trucks would be a large contributor to emissions. Since the effectiveness of this measure was uncertain, this impact was determined to be significant and unavoidable. Emissions from truck travel tend to decrease with time as new trucks with more effective emissions controls are phased into the fleet. Thus, with a delay in implementation, emissions from trucks would likely be lower than those estimated in the 2015 FEIR. Additionally, as further discussed in the Traffic Impact Study conducted by Fehr & Peers for the proposed project (included as Appendix A), the full build-out of the NLP2 Project will generate an estimated 45% fewer truck trips than originally expected, further reducing the emissions generated from heavy duty-trucks. The operation of the NLP2 Project would generate fewer criteria pollutants than those projected under the 2015 FEIR. The implementation of the roadway improvements that constitute the proposed project will further help to improve traffic flow, reducing congestion and traffic delays in the area, and further help to reduce the air quality impacts from the operation of the NLP2 project. The operation of the proposed project would not generate more emissions than those already included and analyzed in the 2015 FEIR.

MM AIR-2 and AIR-3a would apply to the proposed project, since they pertain to construction activities. MM AIR-3b continues to apply to the NLP2 Project but would not apply to the proposed project because it pertains to operational activities unrelated to the proposed project. The residual significance of this impact would remain significant and unavoidable. As such, the proposed improvements would not alter any conclusions set forth in the 2015 FEIR.

- c) The 2015 FEIR evaluated the potential human health impacts from the NLP2 Project on surrounding sensitive receptors, as well as the potential cumulative impact of the project. The cumulative impact was determined to be significant and unavoidable based on the NLP2 Project's contribution to existing community health risks in the NLP2 Project Area.

The health impact of construction activities is based on location and magnitude of emissions. A delay in implementation would not change the location of emissions. As discussed above, construction emissions are not expected to change with the delay in implementation. In fact, construction emissions tend to decrease with time because of the phase-in of equipment with cleaner engines. Thus, the impact from construction is not expected to increase as a result of a delay in implementation. Further, the proposed project includes less roadway improvements than what was analyzed as part of the 2015 FEIR, including less grading and paving activities. Therefore, the emissions that would occur due to the construction of the proposed project are less than those evaluated in the 2015 FEIR.

In the 2015 FEIR, the health impact of operations was based on on-road activity, rail activity, auto manufacturing, and emergency generators. None of these activities would be affected by the proposed improvements.

Additionally, the 2015 FEIR indicated that the NLP2 Project warehouse and manufacturing uses had the potential to handle hazardous materials and thus could result in the accidental release of hazardous air pollutants. The 2015 FEIR set forth MM HAZ-1b to reduce impacts to a level of less than significant. MM HAZ-1b requires that the tenant consult with the California Emergency Management Agency (CalEMA) to determine guidelines and regulations applicable to the operations and prepare a Risk Management Plan if required. This mitigation measure would not apply to the proposed improvements.

MM AIR-2 and AIR-3a would apply since they pertain to construction activities and would serve to reduce the potential air quality impacts of the proposed project. MM AIR-3b would not apply to the proposed project, because it pertains to operational activities. The residual significance of this impact would remain significant and unavoidable. As such, the proposed project would not alter any conclusions set forth in the 2015 FEIR.

- d) The 2015 FEIR acknowledged that the NLP2 Project’s potential manufacturing uses may involve the use of paint shops. The 2015 FEIR stated BAAQMD records for odor complaints at a similar facility in Fremont yielded no results from 2011 through 2014. This impact was considered less than significant, based on the lack of odor complaints at the surrogate facility, the similar distances of the residences to the facilities, and the respective positions of the facilities relative to the prevailing winds.

During construction activities, the various diesel-powered vehicles and equipment in use on-site would create localized odors that could travel off-site due to wind and atmospheric conditions. These odors would be intermittent and would not likely be noticeable for extended periods of time beyond the boundaries of project site. In addition, the construction equipment would operate sporadically throughout the project site and any odors would be spread over the site and not concentrated at one particular point. As a result, the potential for construction odor impacts from the proposed project would be less than significant.

The 2015 FEIR assumed an intense auto-manufacturing use, and so the analysis assessed a conservative, worst case for odor impacts. If manufacturing uses are not included in the final tenant mix, warehousing and E-commerce or other less intense uses allowed on the project site would have a reduced likelihood of odor impacts and are thus covered by the conservative analysis. Land uses that are typically identified as sources of objectionable odors include landfills, transfer stations, sewage treatment plants, wastewater pump stations, composting facilities, feed lots, coffee roasters, asphalt batch plants, and rendering plants. The proposed improvements involve additional turn lanes at SR-29/South Kelly Road and the reconstruction of South Kelly Road between SR-29 and Devlin Road. These activities would not involve manufacturing uses or paint shop uses. As such, the proposed improvements would not alter any conclusions set forth in the 2015 FEIR.

The proposed project would not result in any peculiar effects and would not result in new or more severe impacts related to odors during project construction or operation than what was previously analyzed in the 2015 FEIR.

Mitigation Measures

- MM AIR-2** All construction activity: During construction activities, the following air pollution control measures shall be implemented:
- All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day or more as needed.
 - All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
 - All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
 - All vehicle speeds on unpaved roads and surfaces shall be limited to 15 miles per hour (mph).
 - All roadways, driveways, and sidewalks shall be paved as soon as possible.
 - Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
 - Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 2 minutes (beyond the 5-minute limit required by the California Airborne Toxics Control Measure (ATCM) Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
 - All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator.
 - A publicly visible sign shall be posted with a name and telephone number of the applicant's representative for dust complaints. This person shall respond and take corrective action within 2 business days of a complaint or issue notification. The BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations.
- MM AIR-3a** During on-site construction activities, the applicant shall require the use of clean construction equipment. All diesel equipment shall be powered by Tier 3 engines or equivalent. In addition, all off-road equipment idling shall be limited to 2 minutes.
- MM AIR-3b** Prior to issuance of the final certificate of occupancy for each building, the following measures to reduce emissions from on-site heavy-duty trucks shall be implemented:
- a) Post signs in all loading/unloading areas informing truck drivers California Air Resources Board (ARB) diesel anti-idling regulations. The signs shall include

telephone numbers of the building facilities manager and the CARB to report violations.

- b) Require facility management to be trained in California ARB anti-idling regulations. Anti-idling training shall be incorporated into the facility operations manual or equivalent document.
- c) Provide tenants with information about SmartWay or other organizations that seek to reduce air emissions associated with goods movement. **(This mitigation measure does not apply to the proposed improvements).**

Conclusion

The conclusions from the 2015 FEIR related to air quality impacts would remain unchanged with the approval of the proposed improvements.

Environmental Issue Area	Conclusion in 2015 FEIR	Do the Proposed Changes Involve New or More Severe Impacts?	New Circumstances Involving New or More Severe Impacts?	New Information Requiring New Analysis or Verification?	Mitigation Measures
IV. Biological Resources <i>Would the project:</i>					
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or United States Fish and Wildlife Service?	Less than significant impact after mitigation	No. The proposed improvements do not involve changes that would result in new or more severe impacts on special status species.	No. There are no new circumstances that would result in new or more severe impacts on special status species.	No. No new information of substantial importance indicates the need for additional analysis of special status species.	MM BIO-1a, MM BIO-1b, MM BIO-1c, MM BIO-1d, MM BIO-2a, MM BIO-2b, and MM BIO-2c
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or United States Fish and Wildlife Service?	No impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on riparian habitat or on other sensitive natural community.	No. There are no new circumstances that would result in new or more severe impacts on riparian habitat.	No. No new information of substantial importance indicates the need for additional analysis of riparian habitat.	None
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	Less than significant impact after mitigation	No. The proposed improvements do not involve changes that could result in a new impact on potentially State or federally protected wetlands.	No. There are no new circumstances that would result in new or more severe impacts on State or federally protected wetlands.	No. No new information of substantial importance indicates the need for additional analysis of State or federally protected wetland (State and federal jurisdictional determination).	MM BIO-4a MM BIO-4b MM BIO-5a MM BIO-5b [Only MM BIO-4a would apply to the proposed improvements]

Environmental Issue Area	Conclusion in 2015 FEIR	Do the Proposed Changes Involve New or More Severe Impacts?	New Circumstances Involving New or More Severe Impacts?	New Information Requiring New Analysis or Verification?	Mitigation Measures
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites?	Less than significant impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on fish or wildlife movement.	No. There are no new circumstances that would result in new or more severe impacts on fish or wildlife movement.	No. No new information of substantial importance indicates the need for additional analysis of fish or wildlife movement.	None
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	Less than significant impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on local biological policies or ordinances.	No. There are no new circumstances that would result in new or more severe impacts on fish or local biological policies or ordinances.	No. No new information of substantial importance indicates the need for additional analysis of local biological policies or ordinances.	None
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan?	No impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on an adopted Habitat Conservation Plan or Natural Community Conservation Plan.	No. There are no new circumstances that would result in new or more severe impacts on an adopted Habitat Conservation Plan or Natural Community Conservation Plan.	No. No new information of substantial importance indicates the need for additional analysis of an adopted Habitat Conservation Plan or Natural Community Conservation Plan.	None

Discussion

- a) The 2015 FEIR indicated that the area provided suitable habitat for rare plants (alkali milk-vetch, big-scale balsamroot, Contra Costa goldfields, dwarf downingia, legenera, San Joaquin spearscale, saline clover, and showy Indian clover), California red-legged frog, western pond turtle, tricolored blackbird, Swainson’s hawk, nesting northern harrier, other ground-nesting raptors, nesting birds, and vernal pool fairy shrimp. The 2015 FEIR set forth MM BIO-1a, BIO-1b, BIO-2a, BIO-2b, and BIO-2c, which require surveys for the affected species prior to construction and implementation of avoidance or relocation measures, to reduce impacts to less than significant.

The proposed improvements would not result in new or more severe impacts. The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The existing right-of-way contains asphalt-concrete pavement, curb, gutter, disturbed areas, non-native annual grassland with a substantial ruderal component, a seasonal wetland swale, which drains a larger seasonal wetland south of the project site to a double culvert draining runoff under the intersection South Kelly Rd and Devlin Rd to Napa River. Trees suitable for bird nesting are present within disturbance distance of the proposed improvements, which includes construction activities and laydown areas which could produce noise that could disturb active nests in the project vicinity. Potential impacts to these habitat categories, nesting birds, and potentially occurring special-status or sensitive species are fully analyzed in the 2015 FEIR. There have been no changes to the habitat categories or potentially occurring special-status or sensitive species since the 2015 FEIR was certified.

Thus, MM BIO-1a, BIO-1b, BIO-1c, BIO-1d, BIO-2a, BIO-2b, and BIO-2c would apply and reduce impacts to a level of less than significant. As such, the proposed improvements would not alter any conclusions set forth in the 2015 FEIR.

- b) The 2015 FEIR indicated that the project site does not contain any riparian habitat, which precludes the possibility of impacts. The 2015 FEIR concluded that no impacts would occur.

The proposed improvements would not result in new or more severe impacts. There have not been any changes with respect to the presence of riparian habitat or other sensitive natural communities since the 2015 FEIR was certified. The proposed improvement area does not contain any riparian habitat or other sensitive natural community, which continues to preclude the possibility of impacts. As such, the proposed improvements would not alter any conclusions set forth in the 2015 FEIR.

- c) The 2015 FEIR indicated that the project site contains 3.49 acres of seasonal wetlands, with 0.24 acre impacted by proposed improvements development activities, including construction of a new sewer alignment. Additionally, the project site contains No Name Creek and proposed improvements activities would involve disturbance to portions of the waterway. The 2015 FEIR set forth MM BIO-4a, BIO-4b, BIO-5a, and BIO-5b, which require the applicant obtain the requisite approvals and implement the required mitigation measures imposed by the resource agencies to reduce impacts to a level of less than significant. These mitigation measures would apply to the additional wetland creation required under the Development Agreement. The 2015 FEIR concluded that impacts would be less than significant.

The proposed improvements would not result in new or more severe impacts. The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road, outside of the area around No Name Creek. The proposed sewer alignment has already been constructed and the proposed improvements would have no effect upon this component.

The existing right-of-way contains asphalt-concrete pavement, curb, gutter, disturbed areas, a non-native annual grassland with a substantial ruderal component, and a seasonal wetland

swale, which drains a larger seasonal wetland south of the project site to a double culvert draining runoff under the intersection South Kelly Road and Devlin Road to Napa River.

The seasonal wetland located partially within the project site is potentially a State and/or federally protected wetland, pending formal jurisdictional determination by the United States Army Corps of Engineers (USACE) and Regional Water Quality Control Board (RWQCB).

Thus, MM BIO-4a would apply and reduce impacts to a level of less than significant. As such, the proposed improvements would not alter any conclusions set forth in the 2015 FEIR. Mitigation Measures MM BIO-4b, 5a, and 5b would not apply as they related to development adjacent to the No Name Creek area as well as to a proposed sewer alignment that is already constructed and operational).

- d) The 2015 FEIR indicated that the project site does not serve as a wildlife or fish movement corridor because of surrounding barriers such as urban development and SR-29. The 2015 FEIR concluded that impacts would be less than significant.

The proposed improvements would not result in new or more severe impacts. The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The existing right-of-way contains asphalt-concrete pavement, curb, gutter, and disturbed areas. The proposed improvement area does not serve as a fish or wildlife corridor. It contains no natural waterways or other features that would facilitate fish and wildlife movement. The project site and proposed improvement area remain surrounded by barriers to wildlife and fish movement, including urban development and SR-29. As such, the proposed improvements would not alter any conclusions set forth in the 2015 FEIR.

- e) The 2015 FEIR indicated that there are no trees on the project site and, therefore, the NLP2 Project is not subject to the City of American Canyon tree preservation requirements (Municipal Code Chapter 18.40). No conflicts with local biological ordinances or policies would occur. The 2015 FEIR concluded that no impact would occur.

The proposed improvements would not result in new or more severe impacts. The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The existing right-of-way contains asphalt-concrete pavement, curb, gutter, and disturbed areas. There are no trees or other resources subject to local requirements within the right-of-way. As such, the proposed improvements would not alter any conclusions set forth in the 2015 FEIR.

- f) The 2015 FEIR indicated that the project site was not within the boundaries of an adopted habitat conservation plan or natural community conservation plan. No conflicts with adopted conservation plans would occur. The 2015 FEIR concluded that no impact would occur.

The proposed improvements would not result in new or more severe impacts. The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-

way between SR-29 and Devlin Road. The existing right-of-way contains asphalt-concrete pavement, curb, gutter, and disturbed areas. The right-of-way is not within the boundaries of an adopted habitat conservation plan or natural community conservation plan. As such, the proposed improvements would not alter any conclusions set forth in the 2015 FEIR.

Mitigation Measures

MM BIO-1a Prior to any vegetation removal or ground disturbing activities in the off-site development areas, focused surveys shall be conducted to determine the presence of special-status plant species with potential to occur in the off-site development area. Surveys shall be conducted in accordance with the Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities (CDFG 2009). These guidelines require rare plant surveys to be conducted at the proper time of year when rare or endangered species are both “evident” and identifiable. Field surveys shall be scheduled to coincide with known blooming periods, and/or during periods of physiological development that are necessary to identify the plant species of concern. If no special-status plant species are found on the off-site development areas, then the project will not have any impacts to the species and no additional mitigation measures are necessary. If any of the special-status plant species are found on the off-site development areas and cannot be avoided, the following measures shall be required:

- Where surveys determine that special-status plant species are present within the off-site development areas, direct and indirect impacts of the project on the species (e.g., alkali milk-vetch, big-scale balsamroot, Contra Costa goldfields, dwarf downingia, legenera, San Joaquin spearscale, saline clover, and showy Indian clover) shall be avoided where feasible through the establishment of activity exclusion zones, where no ground-disturbing activities shall take place, including construction of new facilities, construction staging, or other temporary work areas. Activity exclusion zones for special-status plant species shall be established prior to construction activities around each occupied habitat site, the boundaries of which shall be clearly marked with standard orange plastic construction exclusion fencing or its equivalent. The establishment of activity exclusion zones shall not be required if no construction-related disturbances would occur at SR-29/South Kelly Road and within 250 feet of the occupied habitat site. The size of activity exclusion zones may be reduced through consultation with a qualified biologist and with concurrence from the United States Fish and Wildlife Service (USFWS) or California Department of Fish and Wildlife (CDFW), as applicable, based on site-specific conditions.

MM BIO-1b If special status plants are found in the off-site development areas and cannot be avoided, the applicant shall retain a qualified biologist and consult with the United States Fish and Wildlife Service (USFWS) or California Department of Fish and Wildlife (CDFW), as applicable, to prepare a special-status plant mitigation and monitoring plan to determine feasible impact minimization and mitigation for those

special status plants, which may include but are not limited to elements as applicable to the species, based on the project impacts, and as modified by the resource agencies:

- On-site seed/propagule salvage and transplantation to mitigate for unavoidable temporary construction impacts to special status plants habitat in the off-site development areas.
- Incorporating project site management requirements designed to reduce ongoing impacts from project operation, including controlling public access to avoided special status plants habitat remaining on-site.
- A salvage/transplanting program shall be developed, as part of a special-status plant mitigation and monitoring plan, for the salvage and transfer of special status plants populations from the off-site development areas before the initiation of construction activities to another location either off-site or on-site that will be preserved in perpetuity (via conservation easement, deed restriction, or other appropriate legal means). Permits may be required from the CDFW or USFWS if a listed species is found and may require further mitigation in consultation with the appropriate agency or agencies. (Note: Salvage/transplantation methods for the salvaged plant population must be developed on a species-by-species basis and would likely include the involvement of local conservation easements/preserves/open space, where applicable to ensure preservation in perpetuity). The salvage of special-status plant species must be performed at the correct time of year and transplanting must be successfully completed during the same year as construction was completed. The propagation program shall include establishment of success criteria for the affected special status plants.
- Efforts shall be made to salvage portions of the habitat or plant populations that will be lost as a result of implementation of the proposed improvements. In addition to salvaging of special status plants themselves, salvage efforts shall include topsoil and seed-banks surrounding impacted plants, if doing so will not contribute to the spread of invasive or noxious plant species.
- If the resource agencies determine that implementation of MM BIO-1b is insufficient to mitigate for the loss of special status plants, the applicant shall instead implement MM BIO-1d.

MM BIO-1c If special status plants are found on-site and MM BIO-1b is implemented, the applicant shall design and implement a monitoring program as part of the special-status plant mitigation and monitoring plan to evaluate compliance with and the effectiveness of these mitigation measures. The monitoring program shall be conducted by a qualified botanist, and shall take place periodically during project construction, and annually, following the completion of construction, for 5 years. The project applicant shall bear the financial responsibility for mitigation measure monitoring and reporting for the entirety of the 5-year reporting period. If the monitoring program identifies mitigation measure noncompliance or ineffectiveness, the project applicant shall fund and implement remedial measures

including, but not limited to, on-site habitat restoration, re-seeding, the installation and maintenance of additional fencing, and other appropriate measures. The project applicant shall ensure that sufficient funding exists to complete all reasonably foreseeable remedial actions prior to the commencement of project construction. Annual monitoring reports shall be submitted to the United States Fish and Wildlife Service (USFWS) or California Department of Fish and Wildlife (CDFW) as applicable.

MM BIO-1d In lieu of on-site mitigation pursuant to MM BIO-1b and MM BIO-1c, as allowed in writing by the City (for CEQA-protected species only) or CDFW (for State-listed species) or USFWS (for federally listed species), mitigation requirements may be satisfied via the purchase of qualified mitigation credits or the preservation of off-site habitat.

Appropriate off-site conservation opportunities shall be identified and, if feasible, protected in perpetuity through the purchase of conservation easements and/or mitigation bank credits. The habitat value of off-site conservation areas shall be enhanced where feasible through means such as reducing grazing intensity and restricting access. At a minimum, the loss of individuals or acres of occupied habitat (as appropriate) of a special-status species shall be compensated for through the acquisition, protection, and subsequent management of other existing occurrences at a ratio of 1:1. The resource agencies may increase the ratio depending on the rarity of the affected rare plant species (i.e., a listed species), and the abundance of the rare plant habitat impacted.

MM BIO-2a (Swainson’s Hawk) Pre-construction surveys shall be conducted for a half-mile radius around all project activities and shall be completed for at least two survey periods immediately prior to project initiation. The surveys shall be conducted in accordance with CDFW’s “Recommended Timing and Methodology for Swainson’s Hawk Nesting Surveys in California’s Central Valley” (CDFG 2000), which identifies different survey windows throughout the pre-nesting and nesting season (ranging from January 1 through July 30/post-fledging) that have different survey methodologies and requirements, as set forth in the “Recommended Timing and Methodology for Swainson’s Hawk Nesting Surveys in California’s Central Valley.”

If no nesting Swainson’s hawks are identified during the April surveys (first survey), project construction can commence. If during the second survey (June), Swainson’s hawks are found nesting in the project vicinity and project construction commenced in April/May, it should be assumed that the Swainson’s hawks commenced nesting while the project site was under construction and, thus, that the hawks are habituated to the ambient level of noise and disturbance emanating from the project site.

If Swainson’s hawks nest on or within the area of influence of the project site (which is generally considered to be within 1,320 feet (.25 mile) of the project site, impacts to nesting Swainson’s hawks would be regarded as significant pursuant to the CEQA,

and implementation of avoidance measures below would be necessary to ensure the project does not impact the nesting Swainson's hawks.

If Swainson's hawks are found to be nesting on or within 1,320 feet (.25 mile) of the project site, a non-disturbance buffer shall be established that keeps all project activities a minimum of 1,320 feet from the nest site. If the 1,320-foot buffer only partially intersects the project site, that intersecting area shall be demarked in orange construction fencing and will ensure that noise/disturbance related impacts emanating from the project site remains at least 1,320 feet from the nest site. No project activities would be allowed in the orange construction fenced off area constituting the buffer.

If a qualified raptor biologist makes a determination that the nesting Swainson's hawks are shielded from disturbance by geographic barriers or are well acclimated to higher levels of disturbance (for example if the nesting attempt commenced after the project was under construction, or the nest site is adjacent to preexisting high levels of disturbance), the biologist may justify a recommendation for a smaller buffer. CDFW shall be consulted regarding the qualified raptor biologists' recommendations for an appropriate non-disturbance buffer. At that time the necessity of acquiring a Fish and Game Section 2081 management authorization would also be determined. A Section 2081 management authorization would be required if there was a valid concern that project activities could result in "take" of adult Swainson's hawks, their nestlings, or eggs.

Under all circumstances the nesting buffer must ensure that all project-related disturbance remains far enough away from the Swainson's hawk nest site to ensure that the level of construction related disturbance does not result in deleterious effects on the nesting hawks, their eggs, or nestlings. If the nesting buffer is reduced to less than 1,320 feet, a qualified raptor biologist shall monitor the nesting hawks initially for a period long enough to understand the nesting hawks response to disturbance, and thereafter on a routine basis (at least 3 times a week, or as required by the CDFW) until the nestlings successfully fledge and become independent of the nesting tree. Any buffer that is smaller than 1,320 feet may have to be increased in size again if the nesting hawks respond poorly to a reduced buffer.

No project-related disturbance shall be allowed in the nesting buffer until the young fledge the nest or the nesting attempt is otherwise complete for the year. The buffer should remain in place until the fledglings become independent of the nesting tree. The young can be considered successfully fledged when the hawks no longer return to the nesting tree for several consecutive nights.

Implementation of this mitigation measure would reduce potential impacts to Swainson's hawk to a level considered less than significant pursuant to CEQA.

- MM BIO-2b** (Northern Harrier and Ground Nesting Birds) Prior to ground disturbance a nesting survey shall be conducted for ground nesting raptors and birds, including the northern harrier, during the nesting season, between February 1 and September 1. Typically, the northern harrier builds a grass-lined nest on the ground in grassland habitat. In order to determine if this raptor or other ground-nesting species are nesting on-site, a qualified biologist shall conduct walking transects through the project site's herbaceous and grassland habitats. If a northern harrier nest is identified, a qualified biologist who frequently works with nesting raptors/birds shall prescribe adequate nesting buffers to protect the nesting birds from harm. These buffers shall be established with orange construction fencing. If the nest is located outside of the project site, then the buffer should be demarcated where the buffer intersects the project site. No construction or earth-moving activity shall occur at SR-29/South Kelly Road and within the established buffer until the young have fledged (that is, left the nest) and have attained sufficient flight skills to avoid project construction zones. If a qualified biologist is not hired to monitor the nesting raptors, then the buffers shall be maintained in place through the end of August.
- MM BIO-2c** (Tricolored Blackbird and Other Nesting Birds) If construction is to commence between February 1 and September 1, a nesting bird survey shall be conducted 15 days prior to earth moving or the commencement of construction work. If any birds are found nesting on the project site or within a zone of influence of the project site, qualified biologist who frequently works with nesting birds shall prescribe adequate nesting buffers to protect the nesting birds from harm. No construction or earth-moving activity shall occur at SR-29/South Kelly Road and within any nest protection buffer until it is determined by a qualified biologist that the nesting cycle is complete and any young that fledge have attained sufficient flight skills to avoid being impacted by the proposed improvements.
- MM BIO-4a** Prior to issuance of grading permits, the project applicant shall obtain all requisite approvals and permits from the United States Army Corps of Engineers (USACE) and Regional Water Quality Control Board (RWQCB) for on-site and off-site impacts to waters of the United States and waters of the State. Mitigation of impacts shall be achieved through either (1) creation and preservation of seasonal wetland habitat within the 37-acre Preserve Area, or (2) off-site restoration of features of equal or greater value, or (3) purchase of credits at an agency-approved mitigation bank in the region at a ratio to be determined through consultation with the USACE and RWQCB, but no less than a 1:1 ratio.
- MM BIO-4b** The project shall avoid impacts to wetlands occurring within the proposed sewer alignment by adjusting staging, access, and excavation areas to accommodate existing wetlands and by installing silt fence around the perimeter of any existing wetlands adjacent to pipeline installation work. **(This mitigation measure does not apply to the proposed improvements. The sewer pipeline has already been installed and the applicant has already complied with this mitigation measure.)**

MM BIO-5a Impacts within No Name Creek (above the ordinary high-water mark but below the top-of-bank) shall be mitigated to the satisfaction of the CDFW as part of the issuance of a Streambed Alteration Agreement pursuant to Section 1602 of the Fish and Game Code. Prior to issuance of grading permits, the project applicant shall obtain all requisite approvals and permits from CDFW for on-site and off-site impacts to No Name Creek.

Mitigation for impacts to the tops of bank of No Name Creek shall be mitigated at a ratio of at least 3:1 or at a higher mitigation ratio as required by CDFW based on the linear feet of creek bank impacted by the proposed clearspan bridge. The applicant shall implement mitigation that includes creation of riparian habitat along North Slough within the project boundary through the planting of native trees such as oaks and other riparian tree and/or shrub species as determined appropriate in the 1602 Agreement. The planting shall be irrigated through an establishment period as determined in the 1602 Agreement. The riparian enhancement shall be monitored for approximately 5 years or as otherwise determined in the 1602 Agreement, and annual monitoring reports shall be prepared throughout the monitoring period. The monitoring plan shall include success criteria as required by the 1602 Agreement. Monitoring reports shall be submitted to CDFW and the City of American Canyon.

In the event that any stormwater outfall is necessary within No Name Creek, mitigation for these impacts will be included in the mitigation requirements described above. If impacts occur at SR-29/South Kelly Road and within USACE jurisdiction, the mitigation for the impacts shall be included within a Corps permit application and impacts shall be mitigated via the creation of new wetlands at a minimum ratio of 2:1 (or as otherwise determined by the USACE) within the 37-acre wetland preserve on-site. Monitoring of the created wetlands shall be conducted for at least 5 years and annual monitoring reports shall be prepared and submitted to the USACE, the RWQCB, and the City of American Canyon. Success criteria shall be established in accordance with the USACE permit. **(This mitigation measure does not apply to the proposed improvements. The applicant has already completed the work within No Name Creek and complied with this mitigation measure. The proposed improvements will not involve impacts to No Name Creek.)**

MM BIO-5b The project shall bore and jack the new sewer and recycled water lines under No Name Creek, if the western alignment is selected, to avoid potential impacts to waters of the U.S. or the creek. Prior to the issuance of construction permits for the off-site utilities, the applicant shall submit a plan for this work demonstrating that no impacts to the waters of the U.S. shall occur. All necessary approvals from CDFW or USACE shall be obtained prior to the start of this construction. **(This mitigation measure does not apply to the proposed improvements. The applicant has already installed the new sewer and recycled water lines and complied with this mitigation measure.)**

Conclusion

The conclusions from the 2015 FEIR would remain unchanged with the approval of the proposed improvements.

Environmental Issue Area	Conclusion in 2015 FEIR	Do the Proposed Changes Involve New or More Severe Impacts?	New Circumstances Involving New or More Severe Impacts?	New Information Requiring New Analysis or Verification?	Mitigation Measures
V. Cultural and Tribal Cultural Resources					
<i>Would the project:</i>					
a) Cause a substantial adverse change in the significance of a historical resource as pursuant to Section 15064.5?	Less than significant impact with mitigation	No. The proposed improvements do not involve changes that would result in new or more severe impacts on historic resources.	No. There are no new circumstances that would result in new or more severe impacts on historic resources.	No. No new information of substantial importance indicates the need for additional analysis of historic resources.	MM CUL-1
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	Less than significant impact with mitigation	No. The proposed improvements do not involve changes that would result in new or more severe impacts on archaeological resources.	No. There are no new circumstances that would result in new or more severe impacts on archaeological resources.	No. No new information of substantial importance indicates the need for additional analysis of archaeological resources.	MM CUL-1
c) Disturb any human remains, including those interred outside of formal cemeteries?	Less than significant impact with mitigation	No. The proposed improvements do not involve changes that would result in new or more severe impacts on burial sites.	No. There are no new circumstances that would result in new or more severe impacts on burial sites.	No. No new information of substantial importance indicates the need for additional analysis of burial sites.	MM CUL-4
<i>Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:</i>					
d) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or	N/A	No. The proposed improvements do not involve changes that would result in new or more severe impacts on tribal cultural resources.	No. There are no new circumstances that would result in new or more severe impacts on tribal cultural resources.	No. No new information of substantial importance indicates the need for additional analysis of tribal cultural resources.	MM CUL-1

Environmental Issue Area	Conclusion in 2015 FEIR	Do the Proposed Changes Involve New or More Severe Impacts?	New Circumstances Involving New or More Severe Impacts?	New Information Requiring New Analysis or Verification?	Mitigation Measures
e) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	N/A	No. The proposed improvements do not involve changes that would result in new or more severe impacts on tribal cultural resources.	No. There are no new circumstances that would result in new or more severe impacts on tribal cultural resources.	No. No new information of substantial importance indicates the need for additional analysis of tribal cultural resources.	MM CUL-1

Discussion

Cultural Resources

- a) The 2015 FEIR indicated that the cultural resources field survey identified a collapsed water tank on-site. The structure was assessed for historic significance, and the assessment determined that the water tank did not meet national or state criteria for listing on a historic register and was not a historic resource. The 2015 FEIR concluded that no tribal cultural resources had been recorded within the NLP2 Project vicinity, nor were any encountered during the field survey. However, subsurface construction activities associated with new development, such as trenching and grading, could potentially damage or destroy previously undiscovered historic resources. This was found to be a potentially significant impact, and MM CUL-1 was proposed that requires cessation of construction activities if previously undiscovered resources are encountered during construction. In the event of discovery, an evaluation of the resource or resources must be conducted by a qualified archaeologist, and proper recovery and recordation procedures must be followed. Implementation of this mitigation measure would reduce impacts to a level of less than significant.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The existing right-of-way contains asphalt-concrete pavement, curb, gutter, and disturbed areas. Although the likelihood of finding undiscovered historic resources is low, MM CUL-1 would continue to apply and reduce impacts to a level of less than significant. As such, the proposed improvements would not alter any cultural resources conclusions set forth in the 2015 FEIR.

- b) The 2015 FEIR concluded that no archaeological resources, including tribal cultural resources, had been recorded within the NLP2 Project vicinity, nor were any encountered during the field survey. However, subsurface construction activities associated with new development, such as trenching and grading, could potentially damage or destroy previously undiscovered archaeological resources. This was found to be a potentially significant impact, and MM CUL-1 was proposed that requires cessation of construction activities if previously undiscovered resources are encountered during construction. In the event of discovery, an evaluation of the resource or resources must be conducted by a qualified archaeologist, and proper recovery and recordation procedures must be followed. Implementation of this mitigation measure would reduce impacts to a level of less than significant.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The existing right-of-way contains asphalt-concrete pavement, curb, gutter, and disturbed areas. Although the likelihood of finding undiscovered archaeological resources is low, MM CUL-1 would continue to apply and reduce impacts to a level of less than significant. As such, the proposed improvements would not alter any cultural resources conclusions set forth in the 2015 FEIR.

- c) The 2015 FEIR concluded that no known human remains were known to be present within the project site, nor were any encountered during the field survey. However, subsurface construction activities associated with new development such as trenching, and grading could potentially encounter previously undiscovered human remains. This was determined to be a potentially significant impact. Accordingly, MM CUL-4 requires notification of the Napa County Coroner and the Native American Heritage Commission (NAHC) in the event human remains are encountered and the implementation of appropriate treatment procedures. Implementation of this mitigation measure would reduce impacts to a level of less than significant.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The existing right-of-way contains asphalt-concrete pavement, curb, gutter, and disturbed areas. Although the likelihood of finding undiscovered human remains is low, MM CUL-4 would continue to apply and reduce impacts to a level of less than significant. As such, the proposed improvements would not alter any cultural resources conclusions set forth in the 2015 FEIR.

Tribal Cultural Resources

- d-e) The 2015 FEIR did not evaluate tribal cultural resources, as this topic was not on the CEQA Appendix G Checklist at the time the EIR was certified. The proposed improvements have no potential to cause new or more severe impacts to tribal cultural resources as compared to the improvements originally required in the 2015 FEIR. The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The existing right-of-way contains asphalt-concrete pavement, curb, gutter, and disturbed areas. There are no known tribal cultural resources within the right-of-way and the likelihood of finding undiscovered tribal cultural resources is low. In addition, MM CUL-1 would

continue to apply and reduce any potential impacts to a level of less than significant. As such, the proposed improvements would not alter any cultural resources conclusions set forth in the 2015 FEIR.

Mitigation Measures

MM CUL-1 If prehistoric or historic-period archaeological resources are encountered, all construction activities within 100 feet of the find shall halt and the City of American Canyon shall be notified. Prehistoric archaeological materials might include obsidian and chert flaked stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil (“midden”) containing heat-affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs); and battered stone tools, such as hammerstones and pitted stones. Historic-period materials might include stone, concrete, or adobe footings and walls; filled wells or privies; and deposits of metal, glass, and/or ceramic refuse. A Secretary of the Interior-qualified archaeologist shall inspect the findings within 24 hours of discovery. If it is determined that the project could damage a historical resource or a unique archaeological resource (as defined pursuant to the CEQA Guidelines) mitigation shall be implemented in accordance with PRC Section 21083.2 and Section 15126.4 of the CEQA Guidelines, with a preference for preservation in place. Consistent with Section 15126.4(b)(3), this may be accomplished through planning construction to avoid the resource; incorporating the resource within open space; capping and covering the resource; or deeding the site into a permanent conservation easement. If avoidance is not feasible, a qualified archaeologist shall prepare and implement a detailed treatment plan in consultation with the City of American Canyon. Treatment of unique archaeological resources shall follow the applicable requirements of PRC Section 21083.2. Treatment for most resources would consist of (but would not be not limited to) sample excavation, artifact collection, site documentation, and historical research, with the aim to target the recovery of important scientific data contained in the portion(s) of the significant resource to be impacted by the proposed improvements. The treatment plan shall include provisions for analysis of data in a regional context, reporting of results within a timely manner, curation of artifacts and data at an approved facility, and dissemination of reports to local and state repositories, libraries, and interested professionals.

MM CUL-4 In the event of discovery or recognition of any human remains during construction activities, such activities within 100 feet of the find shall cease until the Napa County Coroner has been contacted to determine that no investigation of the cause of death is required. The Native American Heritage Commission (NAHC) will be contacted within 24 hours if it is determined that the remains are Native American. The NAHC will then identify the person or persons it believes to be the most likely descendant from the deceased Native American (PRC §5097.98), who in turn would make recommendations to the City of American Canyon for the appropriate means of treating the human remains and any associated funerary objects [CEQA Guidelines §15064.5(d)].

Conclusion

The conclusions from the 2015 FEIR would remain unchanged with the approval of the improvements.

Environmental Issue Area	Conclusion in 2015 FEIR	Do the Proposed Changes Involve New or More Severe Impacts?	New Circumstances Involving New or More Severe Impacts?	New Information Requiring New Analysis or Verification?	Mitigation Measures
VI. Energy <i>Would the project:</i>					
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	N/A	No. The proposed improvements do not involve changes that would result in new or more severe impacts on energy consumption.	No. There are no new circumstances that would result in new or more severe impacts on energy consumption.	No. No new information of substantial importance indicates the need for additional analysis of energy consumption.	None
b) Conflict with or obstruct a State or local plan for renewable energy or energy efficiency?	N/A	No. The proposed improvements do not involve changes that would result in new or more severe impacts on renewable energy or energy efficiency.	No. There are no new circumstances that would result in new or more severe impacts on renewable energy or energy efficiency.	No. No new information of substantial importance indicates the need for additional analysis of renewable energy or energy efficiency.	None

Discussion

- a) The 2015 FEIR did not evaluate energy conservation as this topic was not on the CEQA Appendix G Checklist at the time the EIR was certified. The proposed improvements consist of reconstructing South Kelly Road between SR-29 and Devlin Road and adding turn lanes at the eastbound approach to SR-29. Construction of the proposed improvements would involve the same or less energy use as compared to the improvements originally analyzed under the 2015 FEIR. Construction activities would involve the use of diesel fuel. The limited scope of the improvements would allow them to be implemented over a relatively short construction schedule. In addition, construction vehicles and equipment would comply with new regulatory requirements intended to improve construction efficiency, including limiting idling time and use of U.S. EPA tiered equipment. Thus, wasteful, inefficient, or unnecessary consumption of diesel fuel would not occur. No net increase in operational energy consumption is anticipated as no additional light fixtures or other electrical devices would be installed as a part of the proposed improvements. Thus, energy consumption would not be wasteful, inefficient, or unnecessary, and the proposed improvements would not result in new or more severe energy impacts.

- b) The 2015 FEIR did not evaluate conflicts with renewable energy or energy efficiency plans as this topic was not on the CEQA Appendix G Checklist at the time the EIR was certified. The proposed improvements consist of reconstructing South Kelly Road between SR-29 and Devlin Road and adding turn lanes at eastbound approach to SR-29. Construction of the proposed improvements would not result in any new or more severe impacts compared to the improvements originally required by the 2015 FEIR.

The proposed improvements would not conflict with any renewable energy or energy efficiency plans, such as Title 24 or CalGreen, as these do not apply to road improvement projects. No net increase in operation energy consumption is anticipated as no additional light fixtures or other electrical devices would be installed. Thus, no conflicts with renewable energy or energy efficiency plans would occur and the proposed improvements would not result in new or more severe impacts.

2015 FEIR Mitigation Measures

None.

Conclusion

The conclusions from the 2015 FEIR would remain unchanged with the approval of the improvements.

Environmental Issue Area	Conclusion in 2015 FEIR	Do the Proposed Changes Involve New or More Severe Impacts?	New Circumstances Involving New or More Severe Impacts?	New Information Requiring New Analysis or Verification?	Mitigation Measures
VII. Geology, Seismicity, and Soils <i>Would the project:</i>					
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:					
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	Less than significant impact with mitigation	No. The proposed improvements do not involve changes that would result in new or more severe impacts on an earthquake fault.	No. There are no new circumstances that would result in new or more severe impacts on an earthquake fault.	No. No new information of substantial importance indicates the need for additional analysis of an earthquake fault.	MM GEO-1a <i>[MM GEO-1a does not apply to the proposed improvements]</i>
ii) Strong seismic ground shaking?	Less than significant impact with mitigation	No. The proposed improvements do not involve changes that would result in new or more severe impacts on strong seismic ground shaking.	No. There are no new circumstances that would result in new or more severe impacts on strong seismic ground shaking.	No. No new information of substantial importance indicates the need for additional analysis of strong seismic ground shaking.	MM GEO-1b
iii) Seismic-related ground failure, including liquefaction?	Less than significant impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on seismic-related ground failure, including liquefaction.	No. There are no new circumstances that would result in new or more severe impacts on seismic-related ground failure, including liquefaction.	No. No new information of substantial importance indicates the need for additional analysis of seismic-related ground failure, including liquefaction.	None
iv) Landslides?	Less than significant impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on landslides.	No. There are no new circumstances that would result in new or more severe impacts on landslides.	No. No new information of substantial importance indicates the need for additional analysis of landslides.	None

Environmental Issue Area	Conclusion in 2015 FEIR	Do the Proposed Changes Involve New or More Severe Impacts?	New Circumstances Involving New or More Severe Impacts?	New Information Requiring New Analysis or Verification?	Mitigation Measures
b) Result in substantial soil erosion or the loss of topsoil?	Less than significant impact with mitigation	No. The proposed improvements do not involve changes that would result in new or more severe impacts on soil erosion.	No. There are no new circumstances that would result in new or more severe impacts on soil erosion.	No. No new information of substantial importance indicates the need for additional analysis of soil erosion.	MM HYD-1a
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	Less than significant impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on unstable geologic units or soils.	No. There are no new circumstances that would result in new or more severe impacts on unstable geologic units or soils.	No. No new information of substantial importance indicates the need for additional analysis of unstable geologic units or soils.	None
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	Less than significant impact with mitigation	No. The proposed improvements do not involve changes that would result in new or more severe impacts on expansive soils.	No. There are no new circumstances that would result in new or more severe impacts on expansive soils.	No. No new information of substantial importance indicates the need for additional analysis of expansive soils.	MM GEO-1b
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	No impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on septic systems.	No. There are no new circumstances that would result in new or more severe impacts on septic systems.	No. No new information of substantial importance indicates the need for additional analysis of septic systems.	None
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	Less than significant impact with mitigation	No. The proposed improvements do not involve changes that would result in new or more severe impacts on paleontological resources.	No. There are no new circumstances that would result in new or more severe impacts on paleontological resources.	No. No new information of substantial importance indicates the need for additional analysis of paleontological resources.	MM CUL-3

Discussion

- a) The 2015 FEIR indicated that the project site is within an Alquist-Priolo Earthquake Fault Zone associated with the West Napa Fault. The 2015 FEIR set forth MM GEO-1a, which requires the applicant to retain a geologist or geotechnical engineer to conduct a fault investigation and establish appropriate fault setbacks, to reduce impacts to a level of less than significant.

The 2015 FEIR indicated that the NLP2 Project may be susceptible to strong ground shaking. As such, the 2015 FEIR set forth MM GEO-1b, which requires compliance with all applicable California Building Standards Code seismic design standards, to reduce impacts to a level of less than significant.

The 2015 FEIR concluded that the NLP 2 Project vicinity is characterized by flat relief. This condition precludes the possibility of earthquake-induced landsliding. Accordingly, the 2015 FEIR found that no impacts resulting from landsliding would occur.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The existing right-of-way contains asphalt-concrete pavement, curb, gutter, and disturbed areas. There have been no changes to the underlying fault zones since the 2015 FEIR was certified, and the proposed improvements do not present any new or more severe seismic risk compared to the improvements originally required in the 2015 FEIR. In addition, new information shows that no earthquake faults are located within the proposed improvement area. Thus, MM GEO-1a would not apply. However, MM GEO-1b would apply and reduce impacts to a level of less than significant. As such, the proposed improvements would not alter any geology, soils, or seismicity conclusions set forth in the 2015 FEIR.

- b) The 2015 FEIR concluded that there could be potential erosion impacts resulting from grading and excavation during construction activities. During these activities, the potential exists for surface water to carry sediment from on-site erosion into the stormwater system and local waterways, and soil erosion may occur along project boundaries during construction in areas where temporary soil storage is required. The 2015 FEIR set forth MM HYD-1a, which requires implementation of erosion control measures, and which would reduce impacts to a level of less than significant.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. Because the project under review consists of roadway improvements and is not a structure, this mitigation measure does not apply. However, the project would be designed to comply with the City's standard construction best practices for erosion and stormwater runoff. The existing right-of-way contains asphalt-concrete pavement, curb, gutter, and disturbed areas. Construction activities would involve demolition of existing asphalt-concrete sections, grading, paving, and installation of storm drainage improvements. The proposed construction would be substantially similar to the construction activities for the improvements originally required by the 2015 FEIR and do not have the potential to cause new or more severe erosion impacts. In addition, MM HYD-1a

would continue to apply and reduce impacts to a level of less than significant. As such, the proposed improvements would not alter any geology, soils, or seismicity conclusions set forth in the 2015 FEIR.

- c) The 2015 FEIR indicated that the project site is underlain by well compacted alluvium soils, which are stable geologic units and suitable for supporting the NLP2 Project. These characteristics indicate that the NLP2 Project would not be susceptible to landslides, lateral spreading, subsidence, collapse, ground failure, liquefaction, or liquefaction-related phenomena. The 2015 FEIR concluded that impacts would be less than significant.

There have been no changes to the underlying soils or geological units since the 2015 FEIR was certified, and the proposed improvements do not present any new or more severe seismic risk compared to the improvements originally required in the 2015 FEIR. As such, the proposed improvements would not alter any geology, soils, or seismicity conclusions set forth in the 2015 FEIR.

- d) The 2015 FEIR concluded that the soils underlying the project site possessed significant shrink/swell potential and therefore were expansive. The 2015 FEIR set forth MM GEO-1b, which requires compliance with all applicable California Building Standards Code (CBC) design standards to reduce impacts to a level of less than significant.

There have been no changes to the underlying soils since the 2015 FEIR was certified, and the proposed improvements do not present any new or more severe seismic risk compared to the improvements originally required in the 2015 FEIR. MM GEO-1b would apply and reduce impacts to a level of less than significant. As such, the proposed improvements would not alter any geology, soils, or seismicity conclusions set forth in the 2015 FEIR.

- e) The NLP2 Project would be served with sanitary sewer service provided by the City of American Canyon; no septic or alternative wastewater disposal systems would be used. This condition precludes the possibility of related impacts. The 2015 FEIR concluded that no impacts would occur.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. No sewer, septic or alternative wastewater disposal systems would be installed. As such, the proposed improvements would not alter any geology, soils, or seismicity conclusions set forth in the 2015 FEIR.

- f) The 2015 FEIR concluded that no known recorded paleontological resources were present within the NLP2 Project vicinity. However, subsurface construction activities associated with new development such as trenching, and grading could potentially damage or destroy previously undiscovered paleontological resources. This was determined to be a potentially significant impact. Accordingly, MM CUL-3 requires a qualified paleontologist to evaluate any fossils encountered during construction. Implementation of this mitigation measure would reduce impacts to a level of less than significant.

There have been no changes with respect to paleontological resources since the 2015 FEIR was certified, and the proposed improvements do not have the potential for new or more severe paleontological impacts compared to the improvements originally required in the 2015 FEIR. The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The existing right-of-way contains asphalt-concrete pavement, curb, gutter, and disturbed areas. There are no known paleontological resources within the proposed improvement area. Although the likelihood of finding undiscovered paleontological resources is low, MM CUL-3 would continue to apply and reduce impacts to a level of less than significant. As such, the proposed improvements would not alter any paleontological resources conclusions set forth in the 2015 FEIR.

Mitigation Measures

- MM GEO-1a** Prior to the issuance of the first construction permit, the project applicant shall retain a California registered geologist or geotechnical engineer to prepare a fault investigation study for the portion of the West Napa Fault that is located within the project site. The fault investigation study shall identify the location of the fault within the project site and determine appropriate setback requirements in accordance with the Alquist-Priolo Earthquake Fault Zoning Act and the California Building Standards Code (CBC). The fault investigation study shall be submitted to the City of American Canyon for review and approval as part of the construction permit application. The recommendations of the approved study shall be incorporated into the project plans and all applicable construction-related permits to ensure all geotechnical issues are addressed in compliance with current building code requirements. **(This mitigation measure does not apply to the proposed improvements).**
- MM GEO-1b** Prior to the issuance of building permits for each structure, the project applicant shall submit a design-level Geotechnical Investigation to the City of American Canyon for review and approval. The investigation shall be prepared by a qualified engineer and identify necessary grading and building practices necessary to achieve compliance with the latest adopted edition of the California Building Standards Code geologic, soils, and seismic requirements, including abatement of expansive soil conditions. The report shall also determine the final design parameters for walls, foundations, foundation slabs, and surrounding related improvements (e.g., utilities roadways, parking lots, and sidewalks). The measures identified in the approved report shall be incorporated into the project plans and all applicable construction-related permits. **(Because the project under review consists of roadway improvements, and is not a structure, this mitigation measure does not apply.)**
- MM CUL-3** If potential fossils are discovered during project implementation, all earthwork or other types of ground disturbance within 100 feet of the find shall stop immediately until a qualified professional paleontologist can assess the nature and importance of the find. The paleontologist shall report his/her findings to the City of American Canyon. Based on the scientific value or uniqueness of the find, the paleontologist shall either record the find and recommend that the City of American Canyon allow

work to continue or recommend salvage and recovery of the fossil. The paleontologist shall, if required, propose modifications to the stop-work radius based on the nature of the find, site geology, and the activities occurring on the site. If treatment and salvage is required, recommendations will be consistent with Society of Vertebrate Paleontology (SVP) guidelines and currently accepted scientific practice. If required, treatment for fossil remains shall include preparation and recovery of fossil materials so that they can be housed in an appropriate museum or university collection, and, if required, shall also include preparation of a report for publication describing the finds.

Conclusion

The conclusions from the 2015 FEIR would remain unchanged with the approval of the improvements.

Environmental Issue Area	Conclusion in 2015 FEIR	Do the Proposed Changes Involve New or More Severe Impacts?	New Circumstances Involving New or More Severe Impacts?	New Information Requiring New Analysis or Verification?	Mitigation Measures
VIII. Greenhouse Gas Emissions <i>Would the project:</i>					
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	Less than significant impact after mitigation	No. The proposed improvements do not involve changes that would result in new or more severe impacts on greenhouse gas emissions.	No. There are no new circumstances that would result in new or more severe impacts on greenhouse gas emissions.	No. No new information of substantial importance indicates the need for additional analysis of greenhouse gas emissions.	MM AIR-3b
b) Conflict with any applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	Less than significant impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on greenhouse gas reduction plans.	No. There are no new circumstances that would result in new or more severe impacts on greenhouse gas reduction plans.	No. No new information of substantial importance indicates the need for additional analysis of greenhouse gas reduction plans.	None

Discussion

- a) The 2015 FEIR indicated that the NLP2 Project would emit short-term construction greenhouse gas (GHG) emissions totaling 5,451 metric tons of carbon dioxide equivalents (MTCO₂e), which were determined to be less than significant.

The 2015 FEIR indicated that the NLP2 Project would result in unmitigated operational GHG emissions totaling 28,396 MTCO₂e annually. The BAAQMD annual threshold for operational emissions is 10,000 MTCO₂e. The 2015 FEIR set forth MM AIR-3b to reduce impacts; however, it would not reduce annual emissions to below 10,000 MTCO₂e. The 2015 FEIR concluded that the residual significance of this impact was significant and unavoidable.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. Construction of the proposed improvements would result in short-term GHG emissions. These emissions were contemplated by the 2015 FEIR and would be within the 5,451 metric-ton GHG emissions budget. The proposed improvement would not generate new trips or introduce new operational GHG emissions sources. Thus, MM AIR-3b would not apply. As such, the proposed improvements would not alter any GHG impact conclusions set forth in the 2015 FEIR.

- b) The 2015 FEIR concluded that no conflicts with an applicable plan, policy, or regulation of an agency adopted for the purpose of reducing the emissions of GHG would occur, and impacts would be less than significant.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. Construction of the proposed improvements would result in short-term GHG emissions. These emissions were contemplated by the 2015 FEIR and would be within the 5,451 metric-ton GHG emissions budget. The proposed improvement would not generate new trips or introduce new operational GHG emissions sources. Thus, the improvements would not have the potential to conflict with an applicable plan, policy, or regulation of an agency adopted for the purpose of reducing the emissions of GHG. As such, the proposed improvements would not alter any GHG impact conclusions set forth in the Final EIR.

Mitigation Measures

MM AIR-3b.

Conclusion

The conclusions from the 2015 FEIR would remain unchanged with the approval of the proposed improvements.

Environmental Issue Area	Conclusion in 2015 FEIR	Do the Proposed Changes Involve New or More Severe Impacts?	New Circumstances Involving New or More Severe Impacts?	New Information Requiring New Analysis or Verification?	Mitigation Measures
IX. Hazards and Hazardous Materials <i>Would the project:</i>					
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	Less than significant impact after mitigation	No. The proposed improvements do not involve changes that would result in new or more severe impacts on hazardous materials.	No. There are no new circumstances that would result in new or more severe impacts on hazardous materials.	No. No new information of substantial importance indicates the need for additional analysis of hazardous materials.	MM HAZ-1a, MM HAZ-1b, and MM HAZ-1c <i>[MM HAZ-1b does not apply to the proposed improvements]</i>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	Less than significant impact after mitigation	No. The proposed improvements do not involve changes that would result in new or more severe impacts on reasonably foreseeable upset and accident conditions.	No. There are no new circumstances that would result in new or more severe impacts on reasonably foreseeable upset and accident conditions.	No. No new information of substantial importance indicates the need for additional analysis of reasonably foreseeable upset and accident conditions.	MM HAZ-1a, MM HAZ-1b, and MM HAZ-1c <i>[MM HAZ-1b does not apply to the proposed improvements]</i>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	No impact.	No. The proposed improvements do not involve changes that would result in new or more severe impacts on hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste.	No. There are no new circumstances that would result in new or more severe impacts on hazardous or acutely hazardous materials, substances, or waste.	No. No new information of substantial importance indicates the need for additional analysis of hazardous or acutely hazardous materials, substances, or waste.	None.
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create	Less than significant impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on hazardous materials sites	No. There are no new circumstances that would result in new or more severe impacts on hazardous materials sites compiled pursuant to Government	No. No new information of substantial importance indicates the need for additional analysis of hazardous	None

Environmental Issue Area	Conclusion in 2015 FEIR	Do the Proposed Changes Involve New or More Severe Impacts?	New Circumstances Involving New or More Severe Impacts?	New Information Requiring New Analysis or Verification?	Mitigation Measures
a significant hazard to the public or the environment?		compiled pursuant to Government Code Section 65962.5.	Code Section 65962.5.	materials sites compiled pursuant to Government Code Section 65962.5.	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	Less than significant impact after mitigation	No. The proposed improvements do not involve changes that would result in new or more severe impacts on airports.	No. There are no new circumstances that would result in new or more severe impacts on airports.	No. No new information of substantial importance indicates the need for additional analysis of airports.	MM LU-3 <i>[MM LU-3 does not apply to the proposed improvements]</i>
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	Less than significant impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on emergency evacuation or response.	No. There are no new circumstances that would result in new or more severe impacts on emergency evacuation or response.	No. No new information of substantial importance indicates the need for additional analysis of emergency evacuation or response.	None
g) Expose people or structures, either directly or indirectly to a significant risk of loss, injury or death involving wildland fires?	No impact.	No. The proposed improvements do not involve changes that would result in new or more severe impacts on wildland fires.	No. There are no new circumstances that would result in new or more severe impacts on wildland fires.	No. No new information of substantial importance indicates the need for additional analysis of wildland fires.	None.

Discussion

a-b) The 2015 FEIR indicated that construction and operational activities would involve the use of hazardous materials. The 2015 FEIR set forth MMs HAZ-1a, HAZ-1b, and HAZ-1c, which require training of construction workers in spill prevention and response, preparation of Risk

Management Plan for any use that would handle hazardous materials, and proper disposal of hazardous wastes, respectively, to reduce impacts to a level of less than significant.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. Construction activities would involve the use of the same types of hazardous materials disclosed and analyzed in the EIR, such as diesel fuel, greases, lubricants, and oils, and would not create the potential for new or more severe hazard impacts from routine transport, use, or disposal of hazardous materials, or reasonably foreseeable upset and accident conditions. MMs HAZ-1a and HAZ-1c would continue to apply and reduce impacts to a level of less than significant. MM HAZ-1b would not apply since it pertains to operational activities. As such, the proposed improvements would not alter any hazards or hazardous materials conclusions set forth in the 2015 FEIR.

- c) The 2015 FEIR indicated that the nearest school (Napa Junction Elementary School) was located 1.3 miles to the southeast and thus was not within 0.25 mile of the project site. This condition precluded the possibility of the proposed uses having adverse impacts on schools located within a 0.25-mile radius of the project site. The 2015 FEIR concluded that no impact would occur.

Napa Junction Elementary School has since closed. There are no other schools within 0.25 mile of the proposed improvements. As such, the proposed improvements would not alter any hazards or hazardous materials conclusions set forth in the 2015 FEIR.

- d) The 2015 FEIR indicated that a Phase I Environmental Site Assessment (Phase I ESA) had been prepared for the project site. The Phase I ESA included records review, site reconnaissance, and soil testing, and found that the project site was not listed on a hazardous material database compiled pursuant to Government Code Section 65962.5 and did not contain any recognized environmental constraints that required abatement. The 2015 FEIR concluded that impacts would be less than significant.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The existing right-of-way contains asphalt-concrete pavement, curb, gutter, and disturbed areas. The Phase I prepared as part of the 2015 FEIR covers the proposed improvement areas. The State Water Resources Control Board Geotracker database indicates that there are no documented releases of hazardous materials within the right-of-way. The improvement area is not listed on a hazardous material database compiled pursuant to Government Code Section 65962.5 and does not contain any recognized environmental constraints that require abatement. As such, the proposed improvements would not alter any hazards or hazardous materials conclusions set forth in the 2015 FEIR.

- e) The 2015 FEIR indicated that the project site was within Zone D of the Napa County Airport Land Use Compatibility Plan. The 2015 FEIR found that the proposed 2,271,000 square feet of warehouse, distribution, e-commerce, manufacturing, and accessory retail/office were consistent with the Airport Land Use Compatibility Plan's (ALUCP's) compatibility requirements. The 2015 FEIR acknowledged that the Phase I project was required to develop and implement

a Wildlife Management Plan for the Wetland Preserve. The NLP2 Project was required to prepare a Wildlife Management Plan for the detention ponds and project site landscaping (MM LU-3.) With the implementation of MM LU-3, the 2015 FEIR concluded that impacts would be less than significant. The project sponsor has since prepared a Wildlife Management Plan addressing the requirements for Phase I and NLP2 and has fully complied with MM LU-3 (see Appendix C.)

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The proposed improvements would consist of low-profile items such as additional turn lanes, curb, gutter, and storm drainage facilities that are consistent with the ALUCP and that would not have the potential to create aviation noise impacts or safety hazards. Furthermore, the proposed improvements would not involve the introduction of sources of electrical interference, distracting lights, or wildlife attractants (e.g., ponds) near Napa County Airport. Thus, MM LU-3 and the Wildlife Management Plan would not apply. As such, the proposed improvements would not alter any aviation conclusions set forth in the 2015 FEIR.

- f) The 2015 FEIR indicated that the NLP2 Project would take primary access from Devlin Road and secondary gated access from the Napa County Airport and provide two points of access. Additionally, the City's planned extension of Devlin Road to Green Island Road would create an additional emergency response and evacuation route. The 2015 FEIR concluded that impacts would be less than significant.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The improvements would improve emergency access and evacuation to the project vicinity by providing a second westbound lane on South Kelly Road. Furthermore, the planned extension of Devlin Road is under construction at the time of this writing and is expected to be completed by the end of 2022. Overall, the South Kelly Road improvements and the Devlin Road extension would improve emergency access and evacuation in the project vicinity. As such, the proposed improvements would not alter any emergency response and evacuation conclusions set forth in the 2015 FEIR.

- g) The 2015 FEIR indicated that the NLP2 Project site is surrounded by urban development and infrastructure on three sides and undeveloped marshy habitat on the fourth side; thus, it would not be susceptible to wildland fires. The 2015 FEIR concluded that no impact would occur.

The surrounding conditions remain the same as studied in the 2015 FEIR and continue to preclude wildfire impacts. The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The surrounding area consists of the Devlin Road Transfer Station (west), light industrial uses (north), SR-29 (east), and a vacant property contemplated to support commercial/industrial development (south). This area is characterized as mostly developed and, thus, is not susceptible to wildland fire risks. As such, the proposed improvements would not alter any wildland fire conclusions set forth in the 2015 FEIR.

Mitigation Measures

- MM HAZ-1a** Prior to construction, all contractor and subcontractor personnel shall receive training regarding the appropriate work practices necessary to effectively comply with the applicable environmental laws and regulations, including, without limitation, hazardous material spill prevention and response measures.
- MM HAZ-1b** Prior to issuance of the certificate of occupancy for any uses that involve the storage or use of acutely hazardous materials, the tenant shall consult with the California Emergency Management Agency (CalEMA) to determine the guidelines and regulations applicable to the operations. If required, tenants shall prepare a Risk Management Plan consistent with the California Accidental Release Prevention (CalARP) Program prior to undertaking any storage or use of acutely hazardous materials. **(This mitigation measure does not apply to the proposed improvements).**
- MM HAZ-1c** During construction and operations, hazardous materials shall not be disposed of or released onto the ground, the underlying groundwater, or any surface water. Totally enclosed containment shall be provided for all trash. All hazardous construction waste shall be removed to a hazardous waste facility permitted or otherwise authorized to treat, store or dispose of such materials.

Conclusion

The conclusions from the 2015 FEIR would remain unchanged with the approval of the improvements.

Environmental Issue Area	Conclusion in 2015 FEIR	Do the Proposed Changes Involve New or More Severe Impacts?	New Circumstances Involving New or More Severe Impacts?	New Information Requiring New Analysis or Verification?	Mitigation Measures
X. Hydrology and Water Quality <i>Would the project:</i>					
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	Less than significant impact after mitigation	No. The proposed improvements do not involve changes that would result in new or more severe impacts on water quality standards or waste discharge requirements.	No. There are no new circumstances that would result in new or more severe impacts on water quality standards or waste discharge requirements.	No. No new information of substantial importance indicates the need for additional analysis of water quality standards or waste discharge requirements.	MM HYD-1a and MM HYD-1b <i>[MM HYD-1b does not apply to the proposed improvements]</i>
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	Less than significant impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on groundwater.	No. There are no new circumstances that would result in new or more severe impacts on groundwater.	No. No new information of substantial importance indicates the need for additional analysis of groundwater.	None
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:					
(i) result in substantial erosion or siltation on- or off-site;	Less than significant impact after mitigation	No. The proposed improvements do not involve changes that would result in new or more severe impacts on erosion.	No. There are no new circumstances that would result in new or more severe impacts on erosion.	No. No new information of substantial importance indicates the need for additional analysis of erosion.	MM HYD-1a and MM HYD-1b <i>[MM HAZ-1b does not apply to the proposed improvements]</i>

Environmental Issue Area	Conclusion in 2015 FEIR	Do the Proposed Changes Involve New or More Severe Impacts?	New Circumstances Involving New or More Severe Impacts?	New Information Requiring New Analysis or Verification?	Mitigation Measures
(ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	Less than significant impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on flooding.	No. There are no new circumstances that would result in new or more severe impacts on flooding.	No. No new information of substantial importance indicates the need for additional analysis of flooding.	None
(iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	Less than significant impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on runoff.	No. There are no new circumstances that would result in new or more severe impacts on runoff.	No. No new information of substantial importance indicates the need for additional analysis of runoff.	None
(iv) impede or redirect flood flows?	Less than significant impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on flood flows.	No. There are no new circumstances that would result in new or more severe impacts on flood flows.	No. No new information of substantial importance indicates the need for additional analysis of flood flows.	None
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	No impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on seiches, tsunamis, or mudflows.	No. There are no new circumstances that would result in new or more severe impacts on seiches, tsunamis, or mudflows.	No. No new information of substantial importance indicates the need for additional analysis of seiches, tsunamis, or mudflows.	None
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	N/A	No. The proposed Development Agreement does not involve changes that would result in new or more severe impacts on water quality	No. There are no new circumstances that would result in new or more severe impacts on water quality control or sustainable groundwater	No. No new information of substantial importance indicates the need for additional analysis of water quality control	Mitigation Measure HYD-1a

Environmental Issue Area	Conclusion in 2015 FEIR	Do the Proposed Changes Involve New or More Severe Impacts?	New Circumstances Involving New or More Severe Impacts?	New Information Requiring New Analysis or Verification?	Mitigation Measures
		control or sustainable groundwater management plans.	management plans.	or sustainable groundwater management plans.	

Discussion

- a) The 2015 FEIR indicated that construction and operational activities associated with development of the NLP2 Project had the potential to result in pollution entering downstream waterways. The 2015 FEIR set forth MMs HYD-1a (short-term construction water quality measures) and HYD-1b (long-term operational water quality measures) to reduce impacts to a level of less than significant.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The existing right-of-way contains asphalt-concrete pavement, curb, gutter, and disturbed areas. Construction activities would involve demolition of existing asphalt-concrete sections, grading, paving, and installation of storm drainage improvements. MM HYD-1a would apply and would require that stormwater pollution prevention measures be implemented during construction. This would reduce impacts to a level of less than significant. MM HYD-1b would not apply because it pertains to privately-owned and maintained storm drainage improvements whereas the proposed storm drainage improvements would be part of the municipal system. As such, the proposed improvements would not alter any water quality conclusions set forth in the 2015 FEIR.

- b) The 2015 FEIR indicated that there is an existing agricultural well within the project site that is used to irrigate site improvements associated Napa Logistics Park Phase I; however, use of this well would be discontinued once recycled water services is extended to the project site. Additionally, the 2015 FEIR indicated that the project site is not well suited for groundwater recharge because of the underlying clay soils. Thus, the NLP2 Project would not contribute to groundwater overdraft or interfere with groundwater recharge. The 2015 FEIR concluded that impacts would be less than significant.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The existing right-of-way contains asphalt-concrete pavement, curb, gutter, and disturbed areas. There are no groundwater wells within the right-of-way and, thus, none would be altered by the proposed improvements. Furthermore, the proposed improvements would not require any form of irrigation (including groundwater) or have any other groundwater demand. As such, the proposed improvements would not alter any groundwater conclusions set forth in the 2015 FEIR.

- c) The 2015 FEIR indicated that the NLP2 Project contemplated a network of storm drainage facilities consisting of catch basins, underground piping, and bio swales that would route runoff to several detention basins. The basins would be designed such that runoff is impounded and discharged a rate less than the pre-development condition of the project site into No Name Creek. This would serve to prevent runoff from inundating downstream waterways in a manner that causes erosion or flooding. The 2015 FEIR concluded that impacts would be less than significant.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. Construction activities would involve the installation of storm drainage improvements that would be designed in accordance with City standards to ensure that runoff does not inundate downstream waterways. As such, the proposed improvements would not alter any water quality conclusions set forth in the 2015 FEIR.

- d) The 2015 FEIR indicated that there are no inland bodies of water susceptible to a seiche in the project vicinity, and it noted that the project site is not located along the Pacific coast and thus would not be susceptible to tsunami inundation. In addition, the 2015 FEIR found that there are no steep slopes or volcanic features that could produce a mudflow the project vicinity. The 2015 FEIR concluded that no impact would occur.

The conditions in the vicinity of the project site remain the same as studied in the 2015 FEIR and preclude the possibility of seiche, tsunami, or mudflow impacts. The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. This area is more than 2.5 miles from the Napa River and contains flat relief. As such, the proposed improvements would not alter any seiche, tsunami, or mudflow conditions conclusions set forth in the 2015 FEIR.

- e) The 2015 FEIR did not evaluate conflicts with water quality control or groundwater sustainability plans, as this topic was not on the CEQA Appendix G Checklist at the time the EIR was certified. The proposed improvements would not involve the drilling of new groundwater wells and, therefore, would not conflict with a water quality control or groundwater sustainability plan. No impact would occur.

Mitigation Measures

- MM HYD-1a** Prior to issuance of grading permits for the proposed project, the City of American Canyon shall verify that the applicant has prepared a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the requirements of the statewide Construction General Permit. The SWPPP shall be designed to address the following objectives: (1) all pollutants and their sources, including sources of sediment associated with construction, construction site erosion, and all other activities associated with construction activity are controlled; (2) where not otherwise required to be under a Regional Water Quality Control Board (RWQCB) permit, all non-stormwater discharges are identified and either eliminated, controlled, or

treated; (3) site best management practices (BMPs) are effective and result in the reduction or elimination of pollutants in stormwater discharges and authorized non-stormwater discharges from construction activity; and (4) stabilization BMPs are installed to reduce or eliminate pollutants after construction are completed. The SWPPP shall be prepared by a qualified SWPPP developer. The SWPPP shall include the minimum BMPs required for the identified Risk Level. BMP implementation shall be consistent with the BMP requirements in the most recent version of the California Stormwater Quality Association's (CASQA's) Stormwater Best Management Handbook—Construction or the Caltrans Stormwater Quality Handbook Construction Site BMPs Manual.

MM HYD-1b Prior to issuance of building permits for the proposed project, the project applicant shall prepare a Stormwater Control Plan that includes post-construction stormwater controls in the site design to satisfy requirements of the Phase II Small MS4 Permit. This shall include a review of the final Stormwater Control Plan by the City of American Canyon to ensure the required controls are in place.

Provision E.12.h of the MS4 Permit requires an operation and maintenance program be implemented for post-construction stormwater management features. Responsible parties and funding for long-term maintenance of all BMPs must be specified. This plan shall specify a regular inspection schedule of stormwater treatment facilities in accordance with the requirements of the MS4 Permit. Reports documenting inspections and any remedial action conducted shall be submitted regularly to the City for review and approval. **(This mitigation measure would not apply because it pertains to privately-owned and maintained storm drainage improvements whereas the proposed storm drainage improvements would be part of the municipal system).**

Conclusion

The conclusions from the 2015 FEIR would remain unchanged with the approval of the improvements.

Environmental Issue Area	Conclusion in 2015 FEIR	Do the Proposed Changes Involve New or More Severe Impacts?	New Circumstances Involving New or More Severe Impacts?	New Information Requiring New Analysis or Verification?	Mitigation Measures
XI. Land Use and Planning <i>Would the project:</i>					
a) Physically divide an established community?	No impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on division of an established community.	No. There are no new circumstances that would result in new or more severe impacts on division of an established community.	No. No new information of substantial importance indicates the need for additional analysis of division of an established community.	None
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	Less than significant impact after mitigation	No. The proposed improvements do not involve changes that would result in new or more severe impacts on conflicts with any applicable land use plan, policy, or regulation.	No. There are no new circumstances that would result in new or more severe impacts on conflicts with any applicable land use plan, policy, or regulation.	No. No new information of substantial importance indicates the need for additional analysis of conflicts with any applicable land use plan, policy, or regulation.	MM LU-3 <i>[MM LU-3 does not apply to the proposed improvements]</i>

Discussion

- a) The 2015 FEIR indicated that the project site contains undeveloped land; there are no occupied structures on-site. This condition precludes the possibility of division of an established community. The 2015 FEIR concluded that no impact would occur.

There are no established communities in the vicinity. In addition, the proposed improvements would occur within an existing right-of-way which already contains asphalt-concrete pavement, curb, gutter, and disturbed areas. Because the road right-of-way already exists, the proposed improvements have no potential to create new or more severe impacts with respect to dividing an established community. As such, the proposed improvements would not alter any land use conclusions set forth in the 2015 FEIR.

- b) The 2015 FEIR indicated that the NLP2 Project’s 2,271,000 square feet of warehouse, distribution, e-commerce, manufacturing, and accessory retail/office uses were consistent with the allowable uses and development standards of the General Plan’s land use designation of “Industrial” and the Napa County Airport Industrial Area Specific Plan’s zoning of “Business/Industrial Park.” The 2015 FEIR found that the proposed 2,271,000 square feet of

warehouse, distribution, e-commerce, manufacturing, and accessory retail/office were consistent with the Airport Land Use Compatibility Plan’s compatibility requirements; however, the proposed detention ponds and landscaping had the potential to create wildlife attractant hazards for aviation. The 2015 FEIR set forth MM LU-3, requiring the applicant to retain a qualified biologist to prepare a Wildlife Management Plan to ensure that the detention ponds and landscaping will be designed and managed to reduce wildlife impacts. The 2015 FEIR concluded that impacts would be less than significant.

The proposed improvements were contemplated by the 2015 FEIR, which was certified by the American Canyon City Council in 2015. As such, they represent the official circulation policy of the City of American Canyon and, thus, are consistent with General Plan and zoning. The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The proposed improvements would consist of low-profile items such as additional turn lanes, curb, gutter, and storm drainage facilities that would not have the potential to create aviation safety hazards. Furthermore, the proposed improvements would not involve the introduction of sources of electrical interference, distracting lights, or wildlife attractants (e.g., ponds) near Napa County Airport. Thus, MM LU-3 would not apply. In addition, for the same reasons explained above, the proposed improvements are consistent with the ALUCP, and MM LU-3 would not apply. As such, the proposed improvements would not alter any land use conclusions set forth in the 2015 FEIR.

Mitigation Measures

MM LU-3 Prior to issuance of the first building permit, the project applicant shall retain a qualified biologist to prepare a Wildlife Management Plan for the landscaping and storm water detention basins. The plan shall incorporate applicable Federal Aviation Administration (FAA) guidance for wildlife management and provide recommendations for the design and operation of the landscaping and stormwater detention basins to ensure that they do not serve as attractants for wildlife or large flocks of birds that may be potentially incompatible with aviation operations. As part of plan development, the applicant shall consult with Napa County Airport representatives. The City of American Canyon shall confirm that the Wildlife Management Plan’s recommendations are reflected in the design and maintenance plans for the landscaping and stormwater detention basins. The plan shall:

- If necessary, refine or adapt water management designs to comply with the guidance set forth FAA guidance. Once developed, the project proponent shall provide copies of its stormwater management plans to the airport management for review by an FAA qualified Wildlife Biologist to confirm that the proposed slope design and bio retention plantings are consistent with Advisory Circular 150/5200-33B.
- Refine or adapt project landscape designs to include materials that will not be attractive to potentially hazardous wildlife. The project proponent should provide copies of its proposed landscape plans and plant palettes to airport management

for review by an FAA-qualified Wildlife Hazard Damage Biologist to confirm that the proposed landscaping will be consistent with airport operations.

- Develop design standards to address aviation and wildlife hazard management concerns. The project applicant shall develop specific design standards for incorporation into lease documents that address wildlife hazard management. For example, site users shall be directed to store all refuse in covered bins or dumpsters and equip signs and light standards with non-perching devices.
- Establish a process for ongoing coordination with the Napa County Airport staff regarding wildlife management, facility management procedures, and airport operations so that changes in wildlife activity during or following project construction can be identified and addressed. **(This mitigation measure would not apply).**

Conclusion

The conclusions from the 2015 FEIR would remain unchanged with the approval of the improvements.

Environmental Issue Area	Conclusion in 2015 FEIR	Do the Proposed Changes Involve New or More Severe Impacts?	New Circumstances Involving New or More Severe Impacts?	New Information Requiring New Analysis or Verification?	Mitigation Measures
XII. Mineral Resources <i>Would the project:</i>					
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?	No impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on loss of known mineral resources of statewide importance.	No. There are no new circumstances that would result in new or more severe impacts on loss of known mineral resources of statewide importance.	No. No new information of substantial importance indicates the need for additional analysis of known mineral resources of statewide importance.	None
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	No impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on loss of known mineral resources of local importance.	No. There are no new circumstances that would result in new or more severe impacts on loss of known mineral resources of local importance.	No. No new information of substantial importance indicates the need for additional analysis of known mineral resources of local importance.	None

Discussion

a-b) The 2015 FEIR indicated that the project site contains undeveloped land and does not support mineral extraction operation. This condition precludes the loss of mineral resources. The 2015 FEIR concluded that no impact would occur.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The existing right-of-way contains asphalt-concrete pavement, curb, gutter, and disturbed areas. No mineral resources of statewide or local importance exist within this area. As such, the proposed improvements would not alter any mineral resources conclusions set forth in the 2015 FEIR.

Mitigation Measures

None.

Conclusion

The conclusions from the 2015 FEIR would remain unchanged with the approval of the improvements.

Environmental Issue Area	Conclusion in 2015 FEIR	Do the Proposed Changes Involve New or More Severe Impacts?	New Circumstances Involving New or More Severe Impacts?	New Information Requiring New Analysis or Verification?	Mitigation Measures
XIII. Noise <i>Would the project:</i>					
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	Less than significant impact after mitigation	No. The proposed improvements do not involve changes that would result in new or more severe impacts associated with noise levels in excess of standards established by applicable local, regional, or national regulations.	No. There are no new circumstances that would result in new or more severe impacts associated with noise levels in excess of standards established by applicable local, regional, or national regulations.	No. No new information of substantial importance indicates the need for additional analysis of noise levels in excess of standards established by applicable local, regional, or national regulations.	MM NOI-1
b) Generation of excessive groundborne vibration or groundborne noise levels?	Less than significant impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts associated with groundborne vibration.	No. There are no new circumstances that would result in new or more severe impacts associated with groundborne vibration.	No. No new information of substantial importance indicates the need for additional analysis of groundborne vibration.	None
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	Less than significant impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts associated with aviation noise.	No. There are no new circumstances that would result in new or more severe impacts associated with aviation noise.	No. No new information of substantial importance indicates the need for additional analysis of aviation noise.	None

Discussion

- a) The 2015 FEIR found that construction activities associated with NLP2 Project construction had the potential to expose surrounding receptors to noise levels in excess of adopted standards. The 2015 FEIR set forth MM NOI-1 requiring the implementation of construction noise

attenuation measures, including limits on hours of activities, the use of noise-reduction features on construction equipment, and the use of temporary noise barriers when construction activities occur at SR-29/South Kelly Road and within 300 feet of an occupied residence. With the implementation of MM NOI-1, the 2015 FEIR concluded that impacts would be reduced to a level of less than significant.

The proposed off-site roadway improvements are overall less than what were analyzed in the 2015 FEIR. These current proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The closest sensitive receptor to proposed construction footprint is the single-family residence south of S. Kelly Road and west of SR-29. This receptor location was also identified and analyzed in the 2015 FEIR. The façade of this closest residence would be located approximately 310 feet from the nearest proposed construction footprint. At this distance, reasonable worst-case construction noise levels could range up to approximately 73 dBA L_{max} , intermittently, and could have an hourly average of up to 69 dBA L_{eq} , at the façade of the nearest single-family residential home when multiple pieces of equipment operate simultaneously at the nearest construction footprint. These noise levels would occur for only a short period, as noise levels would drop off at a rate of 6 decibels per doubling of distance as construction equipment moves across the site. Therefore, noise levels from construction activities would be less than the City's daytime standard of 75 dBA L_{eq} between the hours of 7:00 a.m. and 7:00 p.m. at the closest residential receptor.

Compliance with MM NOI-1, which includes limits on construction activities to daytime hours, would ensure that project construction activities would not result in a substantial temporary increase in nighttime ambient noise levels that would result in annoyance or sleep disturbance of nearby sensitive receptors. Therefore, similar to the overall conclusion of the 2015 FEIR, temporary construction noise impacts would be less than significant with implementation of MM NOI-1.

Furthermore, since the proposed improvements only consist of a roadway improvement project, it would not result in any new stationary noise sources. In addition, the proposed improvements are not a trip generating project, and would therefore not result in any increase in traffic noise levels along roadway segments in the project vicinity.

Therefore, the project would not result in new or more severe temporary or permanent substantial noise increase impacts beyond what was previously analyzed in the 2015 FEIR.

- b) The 2015 FEIR indicated that the closest vibration-sensitive land use was 1,500 feet from areas that would be disturbed by construction activities. Because the intensity of groundborne vibration dissipates with distance, this structure is located sufficiently far enough away that construction and operational activities would not cause structural damage. The 2015 FEIR concluded that impacts would be less than significant.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. Construction activities would involve the

heavy equipment that would generate vibration. The closest structure to the proposed construction footprint is the warehouse structure located north of S. Kelly Road. The façade of this closest structure would be located approximately 55 feet from the nearest proposed construction footprint. At this distance, reasonable worst-case groundborne vibration levels would range up to 0.06 PPV from operation of the types of equipment that would produce the highest vibration levels (a large vibratory roller). This is below the FTA's Construction Vibration Impact Criteria⁴ of 0.3 PPV for this type of structure, a building of engineered concrete and masonry construction. In addition, the closest residential structure to the construction footprint where heavy construction equipment would operate is the single-family residence south of S. Kelly Road and west of SR-29. As noted previously, this receptor location was also identified and analyzed in the 2015 FEIR. The façade of this closest residence would be located approximately 310 feet from the nearest proposed construction footprint. At this distance, reasonable worst-case groundborne vibration levels would range up to 0.005 PPV from operation of the types of equipment that would produce the highest vibration levels. This is below the FTA's Construction Vibration Impact Criteria⁵ of 0.2 PPV for this type of structure, a building of non-engineered timber and masonry construction. Therefore, project related construction vibration impacts would be less than significant.

Furthermore, since the proposed improvements are not a trip generating project, implementation of the proposed project would not include any new permanent sources that would generate groundborne vibration levels that could be perceptible without instruments as measured at existing land uses in the project vicinity. Therefore, the proposed project would not generate groundborne vibration or groundborne noise levels in excess of established standards and there would be no impact related to operational groundborne vibration.

Therefore, the project would not result in any new or more severe impacts related to groundborne vibration impacts beyond what was previously analyzed in the 2015 FEIR.

- c) The 2015 FEIR indicated that Napa County Airport is located immediately north of the project site. The developable portions of the project site are outside the 65 dBA Community Noise Equivalent Level (CNEL) aviation noise contour for the airport for Year 2022 aircraft operations. Thus, the portions of the project site where aviation noise levels would be observed by humans would be within acceptable standards. The 2015 FEIR concluded that impacts would be less than significant.

The proposed improvements would occur within the previously analyzed project boundaries, at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The site of these roadway improvements is not located within the vicinity of a private airstrip. The nearest public airport to the project site is the Napa County Airport, located approximately 0.75 miles northwest of the project boundaries. The project site is located outside of the 65 dBA CNEL airport noise contours of this closest airport. Therefore, implementation of the project would not expose persons residing or working in the project

⁴ Federal Transit Administration (FTA). 2018. Transit Noise and Vibration Impact Assessment Manual. September.

⁵ Ibid.

vicinity to noise levels from airport activity in excess of normally acceptable standards, and a less than significant impact would occur. Therefore, the project would not result in any peculiar effects and would not result in new impacts related to airport noise impacts beyond what was previously analyzed in the 2015 FEIR.

Mitigation Measures

MM NOI-1 During construction activities, the following noise attenuation measures and practices shall be implemented:

- Construction activities shall be limited to the hours between 7:00 a.m. and 7:00 p.m. The City of American Canyon shall have the discretion to permit construction activities to occur outside of allowable hours if compelling circumstances warrant such an exception (e.g., weather conditions necessary to pour concrete).
- All construction equipment shall use noise-reduction features (e.g., mufflers and engine shrouds) that are no less effective than those originally installed by the manufacturer. If no noise reduction features were installed by the manufacturer, then the contractor shall require that at least a muffler be installed on the equipment.
- Construction staging and heavy equipment maintenance activities shall be performed a minimum distance of 300 feet from the nearest residence, unless safety or technical factors take precedence (e.g., a heavy equipment breakdown).
- During the grading phase of the off-site utility work, temporary sound barriers shall be utilized to block the line of site from operating heavy construction equipment to any residence within 150 feet of an active construction area.

Conclusion

The conclusions from the 2015 FEIR would remain unchanged with the approval of the improvements.

Environmental Issue Area	Conclusion in 2015 FEIR	Do the Proposed Changes Involve New or More Severe Impacts?	New Circumstances Involving New or More Severe Impacts?	New Information Requiring New Analysis or Verification?	Mitigation Measures
XIV. Population and Housing <i>Would the project:</i>					
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	No impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts associated with growth inducement.	No. There are no new circumstances that would result in new or more severe impacts associated with growth inducement.	No. No new information of substantial importance indicates the need for additional analysis of growth inducement.	None
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	No impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts associated with displacement of housing.	No. There are no new circumstances that would result in new or more severe impacts associated with displacement of housing.	No. No new information of substantial importance indicates the need for additional analysis of displacement of housing.	None

Discussion

- a) The 2015 FEIR indicated that the NLP2 Project’s 2,271,000 square feet of warehouse, distribution, e-commerce, manufacturing, and accessory retail/office would create as many as 5,801 jobs. The California Employment Development Department indicated that there were more than 15,000 unemployed persons in Napa and Solano Counties as of July 2015, and, therefore, there was enough available labor that the NLP2 Project employment opportunities could be filled from the local labor force. Additionally, the NLP2 Project contemplated the extension of recycled water and sewer from Green Island Road to the project site. The 2015 FEIR noted that the extension of these utility lines would occur through lands that are within the boundaries of the Napa County Airport Industrial Area Specific Plan and thus have already been contemplated to support urban development. Thus, these extensions would be “growth accommodating” because they would serve planned growth. The 2015 FEIR concluded that impacts would be less than significant.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The proposed improvements do not have the potential to induce unplanned population growth in the area, either directly or indirectly. The improvements are intended to address the transportation needs of growth and development that has already occurred in the project vicinity. Furthermore, the areas that

would directly benefit from the improvements are already developed or entitled for urban development; the improvements would not open new areas to urban development. Lastly, the improvements do not involve the development of new dwelling units or permanent employment opportunities and, thus, would not facilitate direct population growth in this regard. As such, the proposed improvements would not alter any growth inducement conclusions set forth in the 2015 FEIR.

- b) The 2015 FEIR indicated that the project site does not contain any dwelling units. This condition precludes the possibility of displacement of persons or housing. The 2015 FEIR concluded that no impact would occur.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. No dwelling units exist within this area. As such, the proposed improvements would not alter any housing displacement conclusions set forth in the 2015 FEIR.

Mitigation Measures

None.

Conclusion

The conclusions from the 2015 FEIR would remain unchanged with the approval of the improvements.

Environmental Issue Area	Conclusion in 2015 FEIR	Do the Proposed Changes Involve New or More Severe Impacts?	New Circumstances Involving New or More Severe Impacts?	New Information Requiring New Analysis or Verification?	Mitigation Measures
XV. Public Services <i>Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:</i>					
a) Fire protection?	Less than significant impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on fire protection.	No. There are no new circumstances that would result in new or more severe impacts on fire protection.	No. No new information of substantial importance indicates the need for additional analysis of fire protection.	None
b) Police protection?	Less than significant impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on police protection.	No. There are no new circumstances that would result in new or more severe impacts on police protection.	No. No new information of substantial importance indicates the need for additional analysis of police protection.	None
c) Schools?	No impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on schools.	No. There are no new circumstances that would result in new or more severe impacts on schools.	No. No new information of substantial importance indicates the need for additional analysis of schools.	None
d) Parks?	No impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on parks.	No. There are no new circumstances that would result in new or more severe impacts on parks.	No. No new information of substantial importance indicates the need for additional analysis of parks.	None
e) Other public facilities?	No impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on other public facilities.	No. There are no new circumstances that would result in new or more severe impacts on other public facilities.	No. No new information of substantial importance indicates the need for additional analysis of other public facilities.	None

Discussion

- a) The 2015 FEIR indicated that the American Canyon Fire Protection District would provide fire protection and emergency medical services to the NLP2 Project. The Fire Protection District provided a written response indicating that response times to the Green Island Industrial Area are often below the 5-minute response time objective, but the planned extension of Devlin Road to Green Island Road would be expected to improve this condition. The Fire Protection District also noted that new development would be required to pay a Fire Mitigation Fee and a Fire Service Fee, which would serve to maintain adequate levels of fire protection and emergency medical services. Finally, the Fire Protection District indicated that Station 11 was adequate to serve the NLP2 Project. The 2015 FEIR concluded that impacts would be less than significant.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The improvements would improve emergency access to the project vicinity by providing a second westbound lane on South Kelly Road. Furthermore, the improvements do not involve the development of new dwelling units or permanent employment opportunities and, thus, would not increase demand for fire protection or emergency medical services such that new or expanded facilities would be required. As such, the proposed improvements would not alter any public services conclusions set forth in the 2015 FEIR.

- b) The 2015 FEIR indicated the American Canyon Police Department would provide law enforcement services to the NLP2 Project. The Police Department indicated that alarm calls are its primary concern and noted that the City's standard conditions of approvals require that police review of a project's security plan. The 2015 FEIR concluded that impacts would be less than significant.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The improvements would ease emergency access to the project vicinity by providing additional through lanes and turn lanes as described in MM TRANS-1d, thereby facilitating service by emergency responders. Furthermore, the improvements do not involve the development of new dwelling units or permanent employment opportunities and, thus, would not increase demand for police protection such that new or expanded facilities would be required. As such, the proposed improvements would not alter any public services conclusions set forth in the 2015 FEIR.

- c) The 2015 FEIR indicated that the NLP2 Project does not include any residential uses and therefore would not directly induce population growth. Additionally, the employment opportunities created by the NLP2 Project would not cause substantial indirect population growth. The 2015 FEIR concluded that the NLP2 Project would not create a need for new or expanded school facilities, and, therefore, no impacts would occur.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The improvements would not involve the

development of new dwelling units or permanent employment opportunities and, thus, would not increase enrollment in local schools such that new or expanded facilities would be required. As such, the proposed improvements would not alter any public services conclusions set forth in the 2015 FEIR.

- d) The 2015 FEIR indicated that the NLP2 Project does not include any residential uses and therefore would not directly induce population growth. Additionally, the employment opportunities created by the NLP2 Project would not cause substantial indirect population growth. The 2015 FEIR concluded that the NLP2 Project would not create a need for new or expanded park facilities, and, therefore, no impacts would occur.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The improvements would not involve the development of new dwelling units or permanent employment opportunities and, thus, would not increase use of local parks such that new or expanded facilities would be required. As such, the proposed improvements would not alter any public services conclusions set forth in the 2015 FEIR.

- e) The 2015 FEIR indicated that the NLP2 Project does not include any residential uses and therefore would not directly induce population growth. Additionally, the employment opportunities created by the NLP2 Project would not cause substantial indirect population growth. The 2015 FEIR concluded that the NLP2 Project would not create a need for new or expanded public facilities such as libraries, and, therefore, no impacts would occur.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The improvements would not involve the development of new dwelling units or permanent employment opportunities and, thus, would not increase use of public facilities (e.g., libraries) such that new or expanded facilities would be required. As such, the proposed improvements would not alter any public services conclusions set forth in the 2015 FEIR.

Mitigation Measures

None.

Conclusion

The conclusions from the 2015 FEIR would remain unchanged with the approval of the improvements.

Environmental Issue Area	Conclusion in 2015 FEIR	Do the Proposed Changes Involve New or More Severe Impacts?	New Circumstances Involving New or More Severe Impacts?	New Information Requiring New Analysis or Verification?	Mitigation Measures
XVI. Recreation <i>Would the project:</i>					
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	No impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on deterioration of existing park lands.	No. There are no new circumstances that would result in new or more severe impacts on deterioration of existing park lands.	No. No new information of substantial importance indicates the need for additional analysis of deterioration of existing park lands.	None
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	No impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on new or expanded park facilities.	No. There are no new circumstances that would result in new or more severe impacts on new or expanded park facilities.	No. No new information of substantial importance indicates the need for additional analysis of new or expanded park facilities.	None

Discussion

a-b) The 2015 FEIR indicated that the NLP2 Project does not involve the development of residential uses and would not directly induce population growth that result in a need for new or expanded recreational facilities. Additionally, the 2015 FEIR indicated that the NLP2 Project would not cause a physical deterioration of existing recreational facilities. The 2015 FEIR concluded that no impacts would occur.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The improvements would not involve the development of new dwelling units or permanent employment opportunities and, thus, would not increase use of local parks or recreational facilities such that new or expanded facilities would be required. As such, the proposed improvements would not alter any growth inducement conclusions set forth in the 2015 FEIR.

Mitigation Measures

None.

Conclusion

The conclusions from the 2015 FEIR would remain unchanged with the approval of the improvements.

Environmental Issue Area	Conclusion in 2015 FEIR	Do the Proposed Changes Involve New or More Severe Impacts?	New Circumstances Involving New or More Severe Impacts?	New Information Requiring New Analysis or Verification?	Mitigation Measures
XVII. Transportation <i>Would the project:</i>					
a) Conflict with a program plan, ordinance, or policy of the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	Significant unavoidable impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on measures of effectiveness of transportation.	No. There are no new circumstances that would result in new or more severe impacts on measures of effectiveness of transportation.	No. No new information of substantial importance indicates the need for additional analysis of measures of effectiveness of transportation.	MM TRANS-1a, MM TRANS-1b, MM TRANS-1c, MM TRANS-1d, MM TRANS-1e, MM TRANS-1f, MM TRANS-2a <i>[MM TRANS-1d as modified would apply to the proposed improvements; none of the other listed measures would apply]</i>
b) Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	N/A	No. The proposed improvements do not involve changes that would result in new or more severe impacts on measures of effectiveness of transportation.	No. There are no new circumstances that would result in new or more severe impacts on measures of effectiveness of transportation.	No. No new information of substantial importance indicates the need for additional analysis of measures of effectiveness of transportation.	None
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	Less than significant impact after mitigation	No. The proposed improvements do not involve changes that would result in new or more severe impacts on hazards due to a design feature.	No. There are no new circumstances that would result in new or more severe impacts on hazards due to a design feature.	No. No new information of substantial importance indicates the need for additional analysis of hazards due to a design feature.	MM TRANS-6 and MM TRANS-9 <i>[MM TRANS-9 would apply to the proposed improvements]</i>
d) Result in inadequate emergency access?	Less than significant impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on emergency access.	No. There are no new circumstances that would result in new or more severe impacts on emergency access.	No. No new information of substantial importance indicates the need for additional analysis of emergency access.	None

Discussion

The analysis in this section is based on a Memorandum prepared by Fehr & Peers, which is provided in Appendix A.

- a) The 2015 FEIR evaluated NLP2 Project-related impacts on traffic under Existing Plus Project, Existing Plus Background Development Plus Project, and Cumulative Conditions. The analysis found that the NLP2 Project would contribute new trips to up to 20 intersections that would operate at unacceptable levels during one or more peak hours evaluated. The 2015 FEIR set forth MM TRANS-1a, MM TRANS-1b, MM TRANS-1c, MM TRANS-1d, MM TRANS-1e, MM TRANS-1f, and MM TRANS-2a, which require implementation of a transportation demand management program and improvements at impacted facilities; however, not all facilities would be restored to acceptable levels because of the lack of feasible or effective mitigation. The 2015 FEIR concluded that impacts would be significant and unavoidable.

The proposed improvements consist of a modification of those contemplated by MM TRANS-1a, MM TRANS-1b, MM TRANS-1d, and MM TRANS-2a. To determine if the modified improvements would facilitate acceptable level of service, Fehr & Peers evaluated the actual trip generation from the NLP2 Project and determined that there was a net decrease of 836 AM Peak Hour trips and 850 PM Peak Hour trips relative to what was disclosed in the 2015 FEIR. As such, the modified improvements facilitate acceptable level of service. Furthermore, the proposed improvements themselves do not trigger additional vehicle trips that would create a need for additional traffic improvements. The remaining MMs (TRANS-1c, TRANS-1e, and TRANS-1f) do not apply because they involve transportation demand management measures, require payment of traffic impact fees, or pertain to other intersections. As such, the proposed improvements would not alter any emergency response conclusions set forth in the 2015 FEIR.

- b) The 2015 FEIR did not evaluate vehicle miles traveled, as this topic was not on the CEQA Appendix G Checklist at the time the EIR was certified. The proposed improvements consist of reconstructing South Kelly Road between SR-29 and Devlin Road and adding turn lanes at SR-29/South Kelly Road. The improvements are intended to accommodate traffic from existing and planned projects in the vicinity; they would not generate any new trips by themselves. As such, the improvements would not increase vehicle miles traveled.
- c) The 2015 FEIR indicated that the NLP2 Project would not contribute to collision rates at study intersections that are above average or increase railroad grade crossing safety hazards. The 2015 FEIR assessed site access and internal circulation and set forth MM TRANS-6, which requires additional site design features be incorporated to reduce impacts to a level of less than significant. Lastly, the 2015 FEIR assessed temporary construction traffic and parking impacts and set forth MM TRANS-9, which requires the applicant to prepare a Construction Management Plan to reduce impacts to a level of less than significant. The 2015 FEIR concluded that impacts would be less than significant.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. These improvements do not possess any site access or internal circulation features and, therefore, MM TRANS-6 does not apply. Construction of the improvements would result in temporary lane closures and detours and, therefore, MM TRANS-9 would apply and reduce impacts to a level of less than significant. As such, the proposed improvements would not alter any emergency response conclusions set forth in the 2015 FEIR.

- d) The 2015 FEIR indicated that the NLP2 Project would take primary access from Devlin Road and secondary gated access from the Napa County Airport and thus would provide two points of access. Additionally, the planned extension of Devlin Road to Green Island Road would create an additional emergency response route. The 2015 FEIR concluded that impacts would be less than significant.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The improvements would improve emergency access to the project vicinity by providing a second westbound lane on South Kelly Road. Furthermore, the planned extension of Devlin Road is under construction at the time of this writing and is expected to be completed by the end of 2022. Overall, the South Kelly Road improvements and the Devlin Road extension would improve emergency access in the project vicinity. As such, the proposed improvements would not alter any emergency response conclusions set forth in the 2015 FEIR.

Mitigation Measures

MM TRANS-1a *[This mitigation measure has been amended, based on a 2022 Transportation Impact Study prepared by Fehr & Peers]*

The project applicant shall establish a Transportation Demand Management (TDM) program, subject to review and approval by the City. The intent of the TDM program is to ensure that traffic volumes generated by the Project do not exceed that which would occur from warehouse-only uses. Notwithstanding its intent, the applicant shall implement this mitigation measure regardless of the mix of uses (warehouse-only or warehouse/industrial/office) that is eventually built.

(The applicant has already fully complied with this condition and mitigation measure. The applicant submitted, and the City approved, a Transportation Demand Management program for the Project, entitled “Napa Logistics Park Transportation Demand Management (TDM) Strategies and Monitoring,” prepared by Fehr & Peers and dated October 2020. The applicant incorporated the TDM program into the Declaration of Covenants, Conditions, and Restrictions and Grant of Easements for Napa Logistics Park (recorded on September 12, 2017, as Instrument No. 2017-0020645 in the Official Records of the County), as subsequently amended. Section 3.3.14 of the CC&Rs requires the Association to monitor each Occupant’s compliance with the TDM Program and to allocate to an

Owner or Owners any fines imposed by the City in connection with an Occupant's violation of the TDM Program.)

To mitigate this significant impact of greater trip generation from more intense land uses on the project site, the applicant shall establish a Transportation Demand Management (TDM) program. The intent of the TDM program is to ensure that traffic volumes generated by Project do not exceed that which would occur from warehouse-only uses. Notwithstanding its intent, the applicant shall implement this mitigation measure regardless of the mix of uses (warehouse-only or warehouse/industrial/office) that is eventually built.

The applicant shall enter into a TDM Agreement prior to the issuance of the first building permit. The TDM Agreement shall require that an effective TDM program be implemented prior to the first certificate of occupancy and be subjected to on-going periodic monitoring thereafter. The TDM Agreement shall also include a financial guarantee satisfactory to the City. The City will deem the TDM program to be effective if the monitoring results indicate that AM peak-hour volumes are no more than 780 vehicles (and PM peak-hour volumes are no more than 704 vehicles).

The TDM program shall be implemented at the applicant's cost, with no cost to the City, regardless of the eventual mix of uses and shall at a minimum include a permanent vehicle counting station at the single public access point. Examples of measures that may be considered as part of an effective TDM program include but are not limited to the following:

- Starting and ending workday shifts during off-peak hours (i.e., not between 7:00 a.m. and 9:00 a.m. or 3:00 p.m. and 6:00 p.m.)—if done for the manufacturing use, this would decrease overall AM peak-hour vehicle trips from 1,310 to 510 and PM peak-hour vehicle trips from 1,243 to 479.
- Implement shuttle service to key employment centers or park-and-ride lots in the area for those employees whose workday shift start during peak hours.
- Car-share program
- Shuttles to regional transit
- Transit subsidies
- Carpool/vanpool subsidies
- Employer-owned/sponsored vanpools
- Flex-time and telecommute programs
- Use of rail to transport employees and/or the delivery of goods

The applicant shall retain a transportation planning/engineering consultant to analyze the effectiveness of the TDM program in a written report. The TDM Report will include data collected from the permanent vehicle counting station and a determination of employee commute methods, which shall be informed by surveying all employees working at the site. The TDM Report shall be submitted to the City on a periodic on-going basis, and it shall form the basis of on-going

determinations by the City as to the effectiveness of the TDM program. So long as the City deems the TDM program effective (i.e., when monitoring results indicate that AM peak-hour volumes are no more than 780 vehicles and PM peak-hour volumes are no more than 704 vehicles), the additional, potentially significant traffic impacts related to the mix of warehouse, industrial and office are mitigated to a less than significant level. At any time that the City determines the TDM program is not effective, then this additional significant traffic impact shall be mitigated by the implementation of MM TRANS-1b. **(This mitigation measure does not apply to the proposed improvements. The TDM plan has already been completed and is included in the CC&Rs for all Napa Logistics Park properties.)**

MM TRANS-1b *[This mitigation measure has been amended, based on a 2022 Transportation Impact Study prepared by Fehr & Peers]*

To ensure its enforceability, the project applicant shall incorporate the TDM program into the CC&Rs for the Napa Logistics Park. The CC&Rs shall require the Association to monitor each Occupant's compliance with the TDM program and to allocate to an Owner or Owners any fines imposed by the City in connection with an Occupant's violation of the TDM program.

(The applicant has already fully complied with this condition and mitigation measure. The applicant submitted, and the City approved, a Transportation Demand Management program for the Project, entitled "Napa Logistics Park Transportation Demand Management (TDM) Strategies and Monitoring," prepared by Fehr & Peers and dated October 2020. The applicant incorporated the TDM program into the Declaration of Covenants, Conditions, and Restrictions and Grant of Easements for Napa Logistics Park (recorded on September 12, 2017, as Instrument No. 2017-0020645 in the Official Records of the County), as subsequently amended. Section 3.3.14 of the CC&Rs requires the Association to monitor each Occupant's compliance with the TDM Program and to allocate to an Owner or Owners any fines imposed by the City in connection with an Occupant's violation of the TDM Program.)

If at any point the City determines the TDM program established as part of the MM TRANS-1a is not effective to reduce peak-hour traffic so that it does not exceed the TDM thresholds (780 vehicles during the AM peak hour and 704 vehicles during the PM peak hour), then the applicant shall pay an additional amount for each and every peak-hour trip that is recorded by the counting device that exceeds the TDM threshold, based on the method described in the EIR Impact Analysis for this mitigation measure. The "on-going TIF" paid pursuant to this mitigation measure is in addition to the "one-time TIF" paid at the time of issuance of the first building permit in accordance with MM TRANS-1c. This mitigation measure shall be incorporated into the TDM agreement required as part of MM TRANS-1a. **(This mitigation measure does not apply to the proposed improvements. The TDM plan**

has already been completed and is included in the CC&Rs for all Napa Logistics Park properties).

MM TRANS-1c The project applicant will be responsible for paying the City’s Traffic Impact Fee for the proposed development. The funds collected under this program would be used to make improvements to a number of intersections throughout American Canyon which improvements would lessen the significant cumulative transportation impacts. However, because these projects for which the applicant would make a fair share contribution pursuant to this mitigation measure rely upon a discretionary funding and approval by a third party (Caltrans), the impact would remain significant and unavoidable. **(This mitigation measure has already been addressed and does not apply to the proposed improvements).**

MM TRANS-1d *[This mitigation measure has been amended, based on a 2022 Transportation Impact Study prepared by Fehr & Peers]*

The project applicant shall make a fair share contribution to support construction by the City of identified improvements to SR-29, based on the reduced extent of development as codified in the 2022 transportation impact study:

- (1) At the intersection of SR-29 at South Kelly Road:
 - Northbound approach: 3 through lanes, 2 left-turn lanes, 1 right-turn lane *(existing configuration)*
 - Southbound approach: 3 through lanes 2 through lanes, 1 left-turn lane, 1 right-turn lane
 - Eastbound approach: 1 left-turn lane, 1 left/through lane, 1 through lane, 2 left-turn lanes, 1 right-turn lane
 - Westbound approach: 1 through lane, 1 left-turn lane, 2 left-turn lanes, 1 right-turn lane *(existing configuration)*

- (2) At the intersection of South Kelly Road and Devlin Road:
 - Northbound approach: 1 through lane, 1 right-turn lane *(existing configuration)*
 - Southbound approach: 1 through lane, 1 left-turn lane *(existing configuration)*
 - Private driveway: None, One-lane exit only *(existing configuration)*
 - Westbound approach: 1 left-turn lane, 1 right-turn lane **(this improvement is included in the improvement plans to be implemented by DWF IV Napa Logistics Holdings.)**

- (3) South Kelly Road, between Devlin Road and SR-29 intersections:
 - 2 westbound receiving lanes, 1 eastbound lane, and 1 two-way left-turn lane. **(this improvement is included in the improvement plans to be implemented by DWF IV Napa Logistics Holdings.)**

The length of the turn lanes on SR-29 shall be in accordance with the Caltrans Highway Design Manual requirements for a 55-mph highway and shall accommodate sufficient vehicle storage length for STAA vehicles under Existing Plus Background Plus Project conditions such that the intersection operates at least LOS D.

The length of the turn lanes on South Kelly Road shall accommodate sufficient vehicle storage length under Existing Plus Background Plus Project conditions such that the intersection operates at least LOS D.

The applicant shall fund 100 percent of the cost of this improvement. To the extent this improvement represents oversizing that is over and above what would be necessary to mitigate the impacts of the project, the applicant shall be eligible for reimbursement for costs above its fair share from other nearby private development that will also contribute traffic to this intersection. Prior to incurring any expenses for they may be eligible for reimbursement; the applicant shall enter into a reimbursement agreement with the City.

The implementation of this mitigation measure would be done in conjunction with construction that has already been planned and approved. The additional construction activity may incrementally increase construction traffic, noise, and air emissions in the activity area, but would not change the analysis, conclusions, or mitigation measures in this EIR. Construction activity associated with this mitigation measure would be required to comply with all applicable local and State laws and regulations such as dust suppression, limitations on hours of construction, stormwater runoff controls, and other similar requirements designed to reduce or avoid environmental impacts.

Because the South Kelly Road intersection at SR-29 is impacted in the PM peak hour as a result of downstream queues, the impact at this intersection would remain significant and unavoidable with the implementation of this mitigation measure without changes to SR-29 through the City of American Canyon (between Napa Junction Road and American Canyon Road).

As a result of the implementation of this mitigation measure, the significant impacts at the South Kelly Road intersection with Devlin Road are reduced to a less than significant level.

MM TRANS-1e Prior to issuance of the first construction permit for each building in the proposed project, the project applicant shall pay a fair share contribution of the estimated construction costs for regional projects on the state highway system. The fair share shall be calculated at the time payment is required, based on the projected traffic of the proposed use of the building, and the estimated cost of the construction at that time. Fair share shall be calculated by following the “Method for Calculating Equitable Mitigation Measures” from Caltrans Guide to the Preparation of Transportation Impact Studies (2002).

The SR-12-29/SR221-Soscol Ferry Road Flyover Ramp is currently estimated at \$40 million according to the Draft EIR (dated March 2015).

Because this project, for which the applicant would make a fair share contribution pursuant to this mitigation measure, relies upon discretionary funding and approval by a third party (Caltrans), the impact would remain significant and unavoidable. The aforementioned parties (Caltrans, NCTPA, and the City of American Canyon, at minimum) will need to develop formal agreements regarding the funding sources for these projects and the mechanism for collecting and transferring the funds for this mitigation measures to be feasible. **(This mitigation measure does not apply to the proposed improvements as no building construction permit would be issued).**

MM TRANS-1f Prior to issuance of the first construction permit for each building in the proposed project, the project applicant shall pay a fair share contribution of the estimated construction costs for regional projects on the state highway system. The fair share shall be calculated at the time payment is required, based on the projected traffic of the proposed use of the building, and the estimated cost of the construction at that time. Fair share shall be calculated by following the “Method for Calculating Equitable Mitigation Measures” from Caltrans Guide to the Preparation of Transportation Impact Studies (2002).

The grade-separated Airport Boulevard/SR-12-29 Interchange Project planned by Caltrans is currently estimated at \$73 million according to the NCTPA SR-29 Gateway Corridor Improvement Plan (dated February 2014).

Because this project for which the applicant would make a fair share contribution pursuant to this mitigation measure rely upon discretionary funding and approval by a third party (Caltrans), the impact would remain significant and unavoidable. The aforementioned parties (Caltrans, NCTPA, and the City of American Canyon, at minimum) will need to develop formal agreements regarding the funding sources for these projects and the mechanism for collecting and transferring the funds for this mitigation measures to be feasible. **(This mitigation measure does not apply to the proposed improvements as no building construction permit would be issued).**

MM TRANS-2a Prior to issuance of the first certificate of occupancy for the proposed project or when monitoring determines that it is warranted, the project applicant shall construct improvements at the intersection of South Kelly Road/Devlin Road (#1). The improvements shall consist of the installation of a signal and a westbound left-turn pocket on South Kelly Road, with a reimbursement agreement for the cost in excess of its fair share of the signal cost, thus improving the intersection LOS to acceptable conditions. The roadway change to westbound South Kelly Road is currently proposed as part of MM TRANS-1d. **(This mitigation measure does not apply to the proposed improvements as no certificate of occupancy would be issued).**

- MM TRANS-6** Prior to issuance of building permits for each building, the project applicant shall prepare and submit a site plan to the City of American Canyon for review and approval that depicts a minimum number of ADA-accessible parking spaces at each building; the internal stop signs depicted on Exhibit 3.11-14; and the bike racks or lockers at strategic locations to serve the project buildings. The approved plans shall be incorporated into the improvement plans for the project. **(This mitigation measure does not apply to the proposed improvements as no building permit would be issued).**
- MM TRANS-8** Prior to issuance of building permits for each building, the project applicant shall prepare and submit a site plan to the City of American Canyon for review and approval that depicts pedestrian facilities and crosswalks that facilitate safe, accessible pedestrian travel between the internal roadways and the building entrances. The approved plans shall be incorporated into the improvement plans for the project. **(This mitigation measure does not apply to the proposed improvements as no building permit would be issued).**
- MM TRANS-9** The project applicant shall develop and submit a Construction Management Plan (CMP) to the City of American Canyon prior to commencement of any construction activities, including construction activities associated with the transportation mitigation measures. The provisions of a CMP shall specifically address the characteristics of construction-related traffic associated with development. Such plans identify construction phasing and the level and type of construction-related traffic. The CMP shall identify construction truck routes to access the project site, lane closures on existing public streets (if needed) including a plan for any necessary traffic control measures, and on-site staging requirements, and other information as required by the City.

Once the construction truck routes have been approved, but before construction has started, the applicant shall conduct a survey of existing conditions of pavement along the approved truck routes and submit documentation of the results to the City. When construction has been substantially completed such that there will be no further construction truck trips, the applicant shall re-survey the construction truck routes. The project applicant shall be responsible for repairing damage to roadways used for construction vehicle access to the site and attributable to the project so that the roadway conditions are returned to their pre-construction conditions (or better) as documented in the pre-construction survey along the truck routes following the construction of the project.

Conclusion

The conclusions from the 2015 FEIR would remain unchanged with the approval of the improvements.

Environmental Issue Area	Conclusion in 2015 FEIR	Do the Proposed Changes Involve New or More Severe Impacts?	New Circumstances Involving New or More Severe Impacts?	New Information Requiring New Analysis or Verification?	Mitigation Measures
XVIII. Utilities and Service Systems <i>Would the project:</i>					
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	Less than significant impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on utilities.	No. There are no new circumstances that would result in new or more severe impacts on utilities.	No. No new information of substantial importance indicates the need for additional analysis of utilities.	None
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	Less than significant impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on water supply.	No. There are no new circumstances that would result in new or more severe impacts on water supply.	No. No new information of substantial importance indicates the need for additional analysis of water supply.	None
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	Less than significant impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on wastewater.	No. There are no new circumstances that would result in new or more severe impacts on wastewater.	No. No new information of substantial importance indicates the need for additional analysis of wastewater.	None
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	Less than significant impact with mitigation incorporated	No. The proposed improvements do not involve changes that would result in new or more severe impacts on solid waste.	No. There are no new circumstances that would result in new or more severe impacts on solid waste.	No. No new information of substantial importance indicates the need for additional analysis of solid waste.	MM PSU-6 <i>[This measure does not apply to the proposed improvements]</i>

Environmental Issue Area	Conclusion in 2015 FEIR	Do the Proposed Changes Involve New or More Severe Impacts?	New Circumstances Involving New or More Severe Impacts?	New Information Requiring New Analysis or Verification?	Mitigation Measures
e) Comply with federal, State, and local management and reduction statutes and regulations related to solid waste?	Less than significant impact with mitigation incorporated	No. The proposed improvements do not involve changes that would result in new or more severe impacts on solid waste.	No. There are no new circumstances that would result in new or more severe impacts on solid waste.	No. No new information of substantial importance indicates the need for additional analysis of solid waste.	MM PSU-6 <i>[This measure does not apply to the proposed improvements]</i>

Discussion

- a) The 2015 FEIR indicated that the NLP2 Project would generate an average of 59,926 gallons per day of effluent per day. The 2015 FEIR noted that the American Canyon Wastewater Treatment Plant has 2.5 million gallons per day (mgd) of treatment capacity, with plans to expand it to 4.0 mgd. The proposed project’s effluent would represent 2.4 percent of existing capacity and 1.6 percent of the expanded capacity. The 2015 FEIR concluded that impacts would be less than significant.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The improvements do not involve the development of new dwelling units or permanent employment opportunities and, thus, would not increase demand for water or wastewater such that new or expanded facilities would be required. As such, the proposed improvements would not alter any utility conclusions set forth in the 2015 FEIR.

- b) The 2015 FEIR indicated that a Water Supply Assessment had been prepared that served as the basis for the assessment of impacts on water supply. The Water Supply Assessment determined that the NLP2 Project would demand 39.74 acre-feet of potable water and 88.47 acre-feet of recycled water annually. The Water Supply Assessment indicated that the City of American Canyon’s potable water supplies were anticipated to increase from 5,591 acre-feet in 2015 to 6,723 acre-feet in 2035, and recycled water supplies were anticipated to increase from 370 acre-feet in 2015 to 1,225 acre-feet in 2035; therefore, sufficient supplies would be available to serve the proposed improvements. The 2015 FEIR concluded that impacts would be less than significant.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The improvements do not involve the development of new dwelling units or permanent employment opportunities and, thus, would not increase demand for water such that new supplies or expanded facilities would be required. As such, the proposed improvements would not alter any water conclusions set forth in the 2015 FEIR.

- c) The 2015 FEIR indicated that the NLP2 Project would generate an average of 59,926 gallons per day of effluent per day. The 2015 FEIR noted that the American Canyon Wastewater Treatment Plant has 2.5 mgd of treatment capacity, with plans to expand it to 4.0 mgd. The proposed project's effluent would represent 2.4 percent of existing capacity and 1.6 percent of the expanded capacity. The 2015 FEIR concluded that impacts would be less than significant.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The improvements do not involve the development of new dwelling units or permanent employment opportunities and, thus, would not increase demand for wastewater such that additional treatment capacity would be required. As such, the proposed improvements would not alter any utility conclusions set forth in the 2015 FEIR.

- d-e) The 2015 FEIR indicated that the NLP2 Project would generate 6,148 cubic yards of solid waste during construction and 7,631 cubic yards of solid waste annually during operations. As such, the 2015 FEIR set forth MM PSU-6 (Waste Management Plan) to reduce impacts to a level of less than significant.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The improvements do not involve the development of new dwelling units or permanent employment opportunities and, thus, would not increase generation of solid waste such that additional landfill capacity would be required. Thus, MM PSU-6 would not apply. As such, the proposed improvements would not alter any solid waste conclusions set forth in the 2015 FEIR.

Mitigation Measures

- MM PSU-6** Prior to issuance of building permits, the project applicant shall prepare and submit a Waste Management Plan to the City of American Canyon for review and approval. The plan shall estimate volume or weight of project construction and demolition debris; materials type to be generated; the maximum volume or weight of such materials that can feasibly be diverted via reuse or recycling, the vendor or facility proposed to use, collect, or receive that material; the estimated volume or weight of construction and demolition materials that will be land filled; and project square footage. The approved plan shall be implemented during construction activities (**This mitigation measure does not apply to roadway improvement projects**).

Conclusion

The conclusions from the 2015 FEIR would remain unchanged with the approval of the improvements.

Environmental Issue Area	Conclusion in 2015 FEIR	Do the Proposed Changes Involve New or More Severe Impacts?	New Circumstances Involving New or More Severe Impacts?	New Information Requiring New Analysis or Verification?	Mitigation Measures
XIX. Wildfire <i>If located in or near State Responsibility Areas or lands classified as very high fire hazard severity zones, would the project:</i>					
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	Less than significant impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on wildfire.	No. There are no new circumstances that would result in new or more severe impacts on wildfire.	No. No new information of substantial importance indicates the need for additional analysis of wildfire.	None
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	Less than significant impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on wildfire.	No. There are no new circumstances that would result in new or more severe impacts on wildfire.	No. No new information of substantial importance indicates the need for additional analysis of wildfire.	None
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	Less than significant impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on wildfire.	No. There are no new circumstances that would result in new or more severe impacts on wildfire.	No. No new information of substantial importance indicates the need for additional analysis of wildfire.	None
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	Less than significant impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts on wildfire.	No. There are no new circumstances that would result in new or more severe impacts on wildfire.	No. No new information of substantial importance indicates the need for additional analysis of wildfire.	None

Discussion

- a-d) The 2015 FEIR indicated that the NLP2 Project site is surrounded by urban development and infrastructure on three sides and undeveloped marshy habitat on the fourth side; thus, it would not be susceptible to wildland fires. The 2015 FEIR concluded that no impact would occur.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The surrounding area consists of the Devlin Road Transfer Station (west), light industrial uses (north), SR-29 (east), and a vacant property contemplated to support commercial/industrial development (south). This area is characterized as mostly developed and, thus, is not susceptible to wildland fire risks. Thus, it would not affect emergency response to wildfires, require the installation of wildfire fighting infrastructure, or be susceptible to post-fire hazards. As such, the proposed improvements would not alter any wildfire conclusions set forth in the 2015 FEIR.

Mitigation Measures

None.

Conclusion

The conclusions from the 2015 FEIR would remain unchanged with the approval of the improvements.

Environmental Issue Area	Conclusion in 2015 FEIR	Do the Proposed Changes Involve New or More Severe Impacts?	New Circumstances Involving New or More Severe Impacts?	New Information Requiring New Analysis or Verification?	Mitigation Measures
XX. Mandatory Findings of Significance					
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number, or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	Less than significant impact with mitigation	No. The proposed improvements do not involve changes that would result in new or more severe impacts associated with degrading the quality of the environment, substantially reducing the habitat of a fish or wildlife species, causing a fish or wildlife population to drop below self-sustaining levels, threatening to eliminate a plant or animal community, reducing the number or restrict the range of a rare or endangered plant or animal, or eliminating important examples of the major periods of California history or prehistory.	No. There are no new circumstances that would result in new or more severe impacts associated with degrading the quality of the environment, substantially reducing the habitat of a fish or wildlife species, causing a fish or wildlife population to drop below self-sustaining levels, threatening to eliminate a plant or animal community, reducing the number or restrict the range of a rare or endangered plant or animal, or eliminating important examples of the major periods of California history or prehistory.	No. No new information of substantial importance indicates the need for additional analysis of degrading the quality of the environment, substantially reducing the habitat of a fish or wildlife species, causing a fish or wildlife population to drop below self-sustaining levels, threatening to eliminate a plant or animal community, reducing the number or restrict the range of a rare or endangered plant or animal, or eliminating important examples of the major periods of California history or prehistory.	MM BIO-1a, MM BIO-1b, MM BIO-2a, MM BIO-2b, MM BIO-2c, MM BIO-4a, MM BIO-4b, MM BIO-5a, MM BIO-5b, MM CUL-1, MM CUL-3, and MM CUL-4 [MM BIO-1a, MM BIO-1b, MM BIO-2a, MM BIO-2b, MM BIO-2c, MM BIO-4a, MM BIO-4b, MM CUL-1, MM CUL-3, and MM CUL-4 Would apply to the proposed improvements]
b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other	Less than significant impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts associated with cumulatively considerable impacts.	No. There are no new circumstances that would result in new or more severe impacts associated with cumulatively considerable impacts	No. No new information of substantial importance indicates the need for additional analysis of cumulatively considerable impacts	None

Environmental Issue Area	Conclusion in 2015 FEIR	Do the Proposed Changes Involve New or More Severe Impacts?	New Circumstances Involving New or More Severe Impacts?	New Information Requiring New Analysis or Verification?	Mitigation Measures
current projects, and the effects of probable future projects)?					
c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?	Less than significant impact	No. The proposed improvements do not involve changes that would result in new or more severe impacts associated with environmental effects that will cause substantial adverse effects on human beings.	No. There are no new circumstances that would result in new or more severe impacts associated with environmental effects that will cause substantial adverse effects on human beings.	No. No new information of substantial importance indicates the need for additional analysis of environmental effects that will cause substantial adverse effects on human beings.	None

Discussion

- a) The 2015 FEIR indicated that the NLP2 Project would have a less than significant impact on listed species, migratory species, or riparian habitat. The NLP2 Project would incorporate MMs BIO-1a, BIO-1b, BIO-2a, BIO-2b, BIO-2c, BIO-4a, BIO-4b, BIO-5a, and BIO-5b, which ensure that precautions are taken prior to construction to ensure that protected bird species would not be disturbed. The 2015 FEIR indicated that construction activities may encounter undiscovered cultural resources, and, therefore, MMs CUL-1, CUL-3, and CUL-4 would be implemented to reduce impacts to a level of less than significant. The 2015 FEIR concluded impacts would be less than significant.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. MMs BIO-1a, BIO-1b, BIO-2a, BIO-2b, BIO-2c, BIO-4a, would apply; however, MMs BIO-4b, BIO-5a, and BIO-5b would not. As such, the proposed improvements would not alter any conclusions set forth in the 2015 FEIR.

- b) The 2015 FEIR indicated that many of the NLP2 Project’s impacts would occur during construction, with a few lasting operational effects. With regard to remaining areas of analysis, cumulatively, the NLP2 Project would not result in significant long-term impacts that would substantially combine with impacts of other current or probable future impacts. The NLP2 Project would not create impacts that are cumulatively considerable. The 2015 FEIR concluded impacts would be less than significant.

The proposed improvements would occur at SR-29/South Kelly Road and within the South Kelly Road right-of-way between SR-29 and Devlin Road. The improvements are intended to address traffic impacts from existing and approved projects in the vicinity. It would not generate new

vehicle trips. As such, the proposed improvements would not alter any conclusions set forth in the 2015 FEIR.

- c) The preceding sections of this Initial Study/Addendum discuss various types of impacts that could have adverse effects on human beings, including:
- Dust and air pollutants during project construction activities (Section 3, Air Quality)
 - Operational emissions (Section 3, Air Quality)

Each type of impact with the potential to cause substantial adverse effects on human beings has been evaluated, and this Initial Study/Addendum concludes that these potential impacts would not substantially increase with development of the NLP2 project and would be consistent with the results concluded in the 2015 FEIR.

Mitigation Measures

MMs BIO-1a, BIO-1b, BIO-2a, BIO-2b, BIO-2c, BIO-4a, BIO-4b, BIO-5a, BIO-5b, CUL-1, CUL-3, and CUL-4

Conclusion

The conclusions from the 2015 FEIR would remain unchanged with the approval of the improvements.

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Appendix A:
Transportation Memorandum
FORTHCOMING

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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of American Canyon
4381 Broadway, Suite 201
American Canyon, California 94503

EXEMPT from recording fee pursuant to Government Code Section 27383

**TERMINATION OF AMENDED AND RESTATED IMPROVEMENT
AGREEMENT**

AND

**FIRST AMENDMENT TO SUBDIVISION IMPROVEMENT AND
REIMBURSEMENT AGREEMENT**

Napa Logistics Park

This Termination of Amended and Restated Improvement Agreement and First Amendment to Subdivision Improvement and Reimbursement Agreement (collectively, this “Amendment”), is made by and between the CITY OF AMERICAN CANYON (“City”), a California Municipal Corporation, and DWF IV NLP II, LLC, a Delaware limited liability company (“Developer”) and is effective as of August ___, 2022 (the “Effective Date”).

RECITALS

A. Developer is the developer of the Napa Logistics Park Phase 2 project (“Phase 2” or “Project”). Developer formerly owned the entirety of the Phase 2 site, consisting of an approximately 172.61-acre parcel (formerly Napa County Assessor Parcel Number 057-090-083). Developer currently owns Lots 1 and 2 of the Phase 2 site, as more particularly described on Exhibit A.

B. On December 15, 2015, the City Planning Commission recommended the City Council certify a Final Environmental Impact Report (“EIR”) under the provisions of the California Environmental Quality Act (Pub. Res. Code § 21000 *et seq.*) (“CEQA”) for the Project, and the City Council: (A) (i) certified the Final EIR as adequate to address environmental impacts associated with the Project, (ii) adopted a Statement of Overriding Considerations for the Project, and (iii) adopted the Mitigation Monitoring and Reporting Program (“MMRP”) for the Project, based on all of the evidence presented to the City Council, as set out in City Council Resolution 2015-106, and (B) approved a Conditional Use Permit (“CUP”) for the Project by adopting City Council Resolution 2015-107. The CUP

includes several conditions of approval, including conditions related to certain required public and private improvements (the “CUP Conditions”).

C. On November 7, 2017, the City Council adopted Ordinance 2017-08, authorizing a Development Agreement for the Project to extend the CUP by an additional ten (10) years. To comply with CEQA, the City Council approved an Initial Study/Addendum prepared by First Carbon Solutions, dated August 31, 2017 (“2017 Addendum”). The City and Developer then entered into that certain Development Agreement, dated November 7, 2017, and recorded on November 8, 2017, as Instrument No. 2017-0025000 in the Official Records of the County (the “Phase 2 Development Agreement”).

D. On January 25, 2018, by Resolution No. 2018-02, the City Planning Commission approved a Design Permit application for a building in Phase 2 and issued conditions of approval in connection therewith (the “Building 4 Conditions”).

E. On March 22, 2018, by Resolution No. 2018-06, the City Planning Commission approved a Tentative Parcel Map, further subdividing Phase 2 into six (6) legal lots: (a) three (3) buildable lots of 58.19 acres, 37.40 acres, and 24.51 acres each (the “Development Parcels”), and (b) the collective remainder lots including an 8.54 acre lot for storm drainage purposes, a designated remainder lot of 37.21 acres which is subject to a wetlands conservation easement, and public road rights of way totaling 6.67 acres (the “Tentative Map Approval”). The Tentative Map Approval includes several conditions of approval, including conditions related to certain required public and private improvements (the “Map Conditions”). Map Condition 8 incorporates by reference as Map Conditions all CUP Conditions.

F. On June 27, 2018 the City and Developer entered into that certain Amended and Restated Improvement Agreement (recorded on July 2, 2018 as Instrument No. 2018-0013094 in the Official Records of the County) (the “Amended and Restated Improvement Agreement”), documenting certain improvement requirements for the Project.

G. On December 18, 2018, the City and Developer entered into that certain Subdivision Improvement and Reimbursement Agreement (recorded on December 18, 2018, as Instrument No. 2018-0024204 in the Official Records of the County) (the “Subdivision Improvement and Reimbursement Agreement”), documenting certain improvement requirements for the Project.

H. On March 4, 2019, Developer recorded Parcel Map—Napa Logistics Park Phase 2 in Book 28 of Parcel Maps, Pages 1 through 4, in the Official Records of the County (“Parcel Map”). Following recordation of the Parcel Map, Developer transferred Lot 4 to the Pacific Gas & Electric Company (“PG&E”), and Developer transferred Lot 3 and the designated remainder lot to the Napa Logistics Park Association. Developer and PG&E also entered into a partial assignment and assumption of the Phase 2 Development Agreement, by which Developer retained

certain improvement obligations. Developer currently owns Lots 1 and 2 of the original Phase 2 site, as more particularly described on Exhibit A.

I. On June 25, 2020, by Resolution No. 2020-06, the City Planning Commission approved a Design Permit application for a building in Phase 2 and issued conditions of approval in connection therewith (the “Building 3 Conditions”).

J. Both the Amended and Restated Improvement Agreement and the Subdivision Improvement and Reimbursement Agreement addressed and implemented requirements for certain roadway improvements at SR-29 and South Kelly Road (the “Original South Kelly Improvements”), as set forth in CUP Condition 16.1, the Map Conditions, MM-TRANS-1d, MM-TRANS-2a, the Napa Logistics Park Phase I approvals, and other Project approvals. The Subdivision Improvement and Reimbursement Agreement also addressed certain Transportation Demand Management (“TDM”) requirements for the Project, as set forth in CUP Conditions 16.e and 17, MM-TRANS-1a and MM-TRANS-1b, and other Project approvals.

K. The Original South Kelly Improvements were premised on conservative assumptions about the Project’s land uses, development square footage, and trip generation as analyzed in the Final EIR, and were based on the City’s, County’s, Napa Valley Transportation Authority’s (“NVTA”), and Caltrans’ plans for traffic improvements along the SR-29 corridor as of 2015. The Project’s actual buildout has resulted in less intensive land uses, reduced development square footage, and fewer traffic trips compared to what was assumed and analyzed in the Final EIR and 2017 Addendum. In addition, the City, County, NVTA, and Caltrans have since updated their plans for traffic improvements along the SR-29 corridor.

L. Developer and the City now desire to modify the Original Roadway Improvements to reflect the actual land uses, development square footage, and trip generation for the Project as-built, and the agencies’ updated improvement plans for the SR-29 corridor (“Modified South Kelly Improvements”). The Modified South Kelly Improvements are depicted in the preliminary plans, engineer’s estimate, and contractor’s estimate previously submitted to the City and listed on Exhibit C (the “Modified South Kelly Improvement Plans”), and are described on Exhibit D and in the Project’s Amended MMRP, dated June 2022.

M. Developer and the City further desire to clarify the Transportation Demand Management (“TDM”) requirements for the Project and the current status of those requirements. The clarified TDM requirements for the Project are described on Exhibit D and in the Project’s Amended MMRP, dated June 2022.

N. Developer and the City further desire to document the Modified South Kelly Improvements and clarified TDM requirements in a single agreement.

O. The City has approved an Initial Study/Addendum prepared by First Carbon Solutions, dated July 2022 (“2022 Addendum”), which evaluated whether approval of the Modified South Kelly Improvements and other items included in this Amendment have the potential to cause new or substantially more severe environmental impacts over the Project impacts evaluated and identified in the Final EIR and 2017 Addendum, or whether there is any new information of substantial importance, which was not known and could not have been known at the time the Final EIR was certified as complete, that would require additional environmental review pursuant to Public Resources Code section 21166 and the CEQA Guidelines sections 15162–15164. The 2022 Initial Study/Addendum determined that there is no potential for new or more severe significant environmental impacts, and the City has determined that no subsequent EIR is required. The City has also approved an Amended MMRP for the Project, dated June 2022, which addresses the Modified South Kelly Improvements and the TDM requirements, and which identifies those Mitigation Measures that continue to apply to the Project and those that have been completed or no longer apply.

P. Since the Amended and Restated Improvement Agreement and the Subdivision Improvement and Reimbursement Agreement both address the Original South Kelly Improvements and since there are no other improvements or Developer obligations otherwise outstanding under the Amended and Restated Improvement Agreement, the Parties now desire to: (1) terminate the Amended and Restated Improvement Agreement, and (2) amend the Subdivision Improvement and Reimbursement Agreement to require the Modified South Kelly Improvements in lieu of the Original South Kelly Improvements, to specify the Parties’ respective rights and obligations for the construction and funding of the Modified South Kelly Improvements, to clarify the TDM requirements, and to make corresponding revisions to all other Project approvals, entitlements, and requirements.

NOW, THEREFORE, for and in consideration of the City and Developer (“Parties”) agree as follows:

TERMINATION OF AMENDED AND RESTATED IMPROVEMENT AGREEMENT

Napa Logistics Park Phases I and II

1. Termination. The Parties agree that the Amended and Restated Improvement Agreement is terminated as of the Effective Date.

2. Improvements. Developer shall have no further obligations with respect to the Improvements listed in Section 2, including subsections (a) through (e), of the Amended and Restated Improvement Agreement. These Improvements

are superseded and replaced by the Modified South Kelly Improvements, which will be governed by this Amendment, as set forth below.

3. Security. The Parties acknowledge that Developer caused Bank of America, N.A. to issue and annually renew Irrevocable Standby Letters of Credit, naming the City as beneficiary, as security for the obligations set forth in the Amended and Restated Improvement Agreement (the “Letters of Credit”). The Parties agree that the Letters of Credit may now be cancelled. The City shall provide Developer with its written consent to cancel the Letters of Credit within five (5) business days following Developer’s payment of the fair share obligation described in Section 4 of this Amendment.

FIRST AMENDMENT TO SUBDIVISION IMPROVEMENT AND REIMBURSEMENT AGREEMENT

Napa Logistics Park Phase 2

4. Amendment to Section 2.c. Section 2.c of the Subdivision Improvement and Reimbursement Agreement is deleted and replaced in its entirety as follows.

CUP Condition 16.a: South Kelly Improvements. The Parties hereby agree to modify the roadway improvements required at SR-29 and South Kelly Road, as originally set forth in CUP Condition 16.a, Mitigation Measure TRANS-1d, and Mitigation Measure TRANS-2a (“Original South Kelly Improvements”). The modified improvements at SR-29 and South Kelly Road (“Modified South Kelly Improvements”) are depicted on the improvement plans listed on Exhibit C, and are described on Exhibit D and in the Project’s Amended MMRP dated June 2022.

The Parties agree and acknowledge that Developer shall have no further obligations with respect to the Original South Kelly Improvements, and that the City did not require construction of the Original South Kelly Improvements prior to issuing certificates of occupancy for the Project.

Developer’s obligation with respect to the Modified South Kelly Improvements is limited to making a fair share payment to the City, in the amount of \$1,001,354.12, reflecting 83% of the engineer’s estimate for the work. The fair share payment shall be due to the City within 60 days following the Effective Date.

The City shall be responsible for all other obligations relating to the Modified South Kelly Improvements, including without limitation, obtaining any required encroachment permits from the County or

Caltrans; acquiring any necessary easements or rights-of-way; constructing, repairing, and replacing the Modified South Kelly Improvements; and satisfying any other applicable obligations for the Modified South Kelly Improvements identified in Section 1 of this Subdivision Improvement and Reimbursement Agreement.

5. Amendment to Section 2.d. Section 2.d of the Subdivision Improvement and Reimbursement Agreement is deleted and replaced in its entirety as follows.

CUP Condition 17: TDM. The Parties agree and acknowledge that Developer has submitted, and the City has approved, a Transportation Demand Management program for the Project, entitled “Napa Logistics Park Transportation Demand Management (TDM) Strategies and Monitoring,” prepared by Fehr & Peers and dated October 2020 (the “TDM Program”). The Parties further agree and acknowledge that the TDM Program has been incorporated into the Declaration of Covenants, Conditions, and Restrictions and Grant of Easements for Napa Logistics Park (recorded on September 12, 2017 as Instrument No. 2017-0020645 in the Official Records of the County), as subsequently amended (the “CC&Rs”). Section 3.3.14 of the CC&Rs requires the Association to monitor each Occupant’s compliance with the TDM Program and to allocate to an Owner or Owners any fines imposed by the City in connection with an Occupant’s violation of the TDM Program.

The Parties hereby agree to clarify and/or modify the TDM requirements as originally set forth in the Project approvals, including CUP Condition 16.e, CUP Condition 17, and Mitigation Measures TRANS-1a and TRANS-1b, such that Developer is not required to satisfy any further TDM requirements beyond those it has already completed as described in the paragraph above. Without limitation, Developer is not required to enter into any further TDM Agreement, conduct additional monitoring, install a permanent vehicle counting station, or make any further financial guarantee to the City. The City finds that the TDM Program as implemented through the CC&Rs is effective, and Developer is hereby deemed to have complied with all applicable TDM requirements for the Project.

6. Addition of New Section 2.f. A new Section 2.f is added to the Subdivision Improvement and Reimbursement Agreement as follows.

Applicability to Other Project Approvals. The provisions of this Subdivision and Improvement Agreement, including the requirements for the Modified South Kelly Improvements and TDM requirements as described herein, shall control over and be automatically substituted into all

other Project approvals, entitlements, and agreements that address the same improvements or requirements.

7. **Amendment to Exhibit C.** Exhibit C to the Subdivision Improvement and Reimbursement Agreement, listing the Improvement Plans, is hereby amended to include the Improvement Plans listed on Exhibit C to this Amendment.

8. **Amendment to Exhibit D.** Exhibit D to the Subdivision Improvement and Reimbursement Agreement, describing the covered Improvements, is hereby amended with respect to CUP Conditions 16.a, 16.e, and 17 as shown on Exhibit D to this Amendment.

9. **Section 3.b.** The Parties agree and acknowledge that Developer's payment under Section 4 of this Amendment represents the Project's fair share of the construction costs for the Modified South Kelly Improvements. The reimbursement provisions of Section 3.b of the Subdivision Improvement and Reimbursement Agreement shall continue to apply only for the limited purpose of entitling Developer to reimbursement for the planning and engineering costs for the Modified South Kelly Improvements, which Developer paid for and advanced 100%.

10. **Deletion of Section 3.e.** Section 3.e of the Subdivision Improvement and Reimbursement Agreement is hereby deleted in its entirety. City shall be solely responsible for constructing the Modified South Kelly Improvements and Developer shall be responsible only for making the fair share payment described in Section 4 of this Amendment.

11. **Full Force and Effect.** The Subdivision Improvement and Reimbursement Agreement, as amended by this Amendment, shall continue to remain in full force and effect. This Amendment and the Subdivision Improvement and Reimbursement Agreement shall be construed as a whole in order to effectuate the intent of the Parties as specified in this Amendment. All provisions of the Subdivision Improvement and Reimbursement Agreement affected by this Amendment shall be deemed amended regardless of whether so specified in this Amendment. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

12. **Indemnification.** Developer shall defend, indemnify, and hold harmless the City of American Canyon, its elected and appointed officials, employees, volunteers, and legal counsel, as set forth in the Phase 2 Development Agreement.

MISCELLANEOUS AGREEMENTS

13. **Defined Terms.** Defined terms used in this Amendment which are not defined herein shall have the same meaning as set forth in the Subdivision Improvement and Reimbursement Agreement.

14. Captions. The section headings or captions appearing in this Amendment are for convenience only, are not a part of this Amendment and are not to be considered in interpreting this Amendment.

15. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same document.

16. Entire Agreement; Modification. This Amendment constitutes the complete agreement between the Parties regarding the subject matter hereof, and supersedes any prior oral or written agreements between the Parties. There are no verbal agreements that change this Amendment, and no waiver of any of their respective terms will be effective, unless in writing executed by the Parties.

[Amendment continued on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

"City"

City of American Canyon

By: _____

Jason B. Holley
City Manager

"Developer"

DWF IV NLP II, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Taresa Geilfuss
City Clerk

APPROVED AS TO FORM:

By: _____

William D. Ross
City Attorney

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

State of California

County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

State of California

County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

(INTENTIONALLY OMITTED)

EXHIBIT C

LIST OF MODIFIED SOUTH KELLY IMPROVEMENT PLANS

(Kier & Wright, dated July 2021)

EXHIBIT D

AMENDED IMPROVEMENTS

AMENDED IMPROVEMENTS
<p>Amended CUP Condition 16.a/Amended MM TRANS-1d</p> <p>The project applicant shall make a fair share payment to the City to support the City’s implementation of the following improvements to SR-29. This scope is based on improvements that have already been constructed, the project’s reduced trip generation, and the project’s reduced extent of development as documented in the 2022 transportation impact study.</p> <ol style="list-style-type: none">(1) At the intersection of SR-29 at South Kelly Road:<ul style="list-style-type: none">- Southbound approach: construct 1 new right-turn lane- Eastbound approach: replace existing left-turn lane and through-right lane with 1 new left-turn lane, 1 new left-through lane, and 1 new right-turn lane.(2) At the intersection of South Kelly Road and Devlin Road:<ul style="list-style-type: none">- Westbound approach: construct 1 new left-turn lane(3) South Kelly Road, between Devlin Road and SR-29 intersections:<ul style="list-style-type: none">- Westbound lane: construct new 2nd westbound lane- Center Lane: construct 1 new two-way left-turn lane
<p>Amended CUP Conditions 16.e.; 17/Amended MM TRANS-1a and MM-TRANS-1b.</p> <p>The project applicant shall establish a Transportation Demand Management (TDM) program, subject to review and approval by the City. The intent of the TDM program is to ensure that traffic volumes generated by the Project do not exceed that which would occur from warehouse-only uses. Notwithstanding its intent, the applicant shall implement this mitigation measure regardless of the mix of uses (warehouse-only or warehouse/industrial/office) that is eventually built.</p> <p>To ensure its enforceability, the project applicant shall incorporate the TDM program into the CC&Rs for the Napa Logistics Park. The CC&Rs shall require the Association to monitor each Occupant’s compliance with the TDM program and to allocate to an Owner or Owners any fines imposed by the City in connection with an Occupant’s violation of the TDM program.</p> <p>(The applicant has already fully complied with this condition and mitigation measure. The applicant submitted, and the City approved, a Transportation Demand Management program for the Project, entitled “Napa Logistics Park Transportation Demand Management (TDM) Strategies and Monitoring,” prepared by Fehr & Peers and dated October 2020. The applicant incorporated the TDM program into the Declaration of Covenants, Conditions, and Restrictions and Grant of Easements for Napa Logistics Park (recorded on September 12, 2017 as Instrument No. 2017-0020645</p>

AMENDED IMPROVEMENTS

in the Official Records of the County), as subsequently amended. Section 3.3.14 of the CC&Rs requires the Association to monitor each Occupant's compliance with the TDM Program and to allocate to an Owner or Owners any fines imposed by the City in connection with an Occupant's violation of the TDM Program.)

28PM1/4

OWNER'S STATEMENT

THE UNDERSIGNED DOES HEREBY STATE THAT THEY ARE THE ONLY ENTITY HAVING A RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE DISTRICT BOUNDARY OF THIS PARCEL MAP SHOWN HEREON ENTITLED "PARCEL MAP NAPA LOGISTICS PARK PHASE 2", CONSISTING OF 4 SHEETS INCLUDING THIS ONE, THAT THEY DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP, AND THAT THEY HEREBY IRREVOCABLY OFFER FOR DEDICATION:

- DEVILIN ROAD DEDICATION AS A PUBLIC ROAD RIGHT OF WAY AND PUBLIC UTILITY EASEMENT
- BOONE DRIVE, DEDICATION "A" AS A PUBLIC ROAD RIGHT OF WAY AND PUBLIC UTILITY EASEMENT
- 20 FOOT WIDE PUBLIC STORM DRAIN EASEMENT (DESIGNATED 20' PUBLIC S.D.E.)
- 6 FOOT WIDE PUBLIC UTILITY EASEMENTS (DESIGNATED 6' P.U.E.)
- TEMPORARY 20' WIDE PUBLIC SEWER EASEMENT, TO EXPIRE AFTER 10 YEARS (DESIGNATED 20' TEMPORARY PUBLIC S.S.E.)

AS SHOWN HEREON IN THE BODY OF SAID MAP.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS 12 DAY OF December 2018.

DWF IV NLP II, LLC, A DELAWARE LIMITED LIABILITY COMPANY;

BY: Steve Novick ITS: MANAGING AUTHORIZED SIGNATORY

OWNER'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA COUNTY OF SAN FRANCISCO) S.S.

ON December 12, 2018 BEFORE ME, Janyana Radenkovic, Notary Public PERSONALLY APPEARED Steve Novick WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER /THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND.



SIGNATURE: Janyana Radenkovic PRINT NAME: Janyana Radenkovic MY COMMISSION NUMBER: 25775

MY COMMISSION EXPIRES: July 29, 2022 PRINCIPAL COUNTY OF BUSINESS: San Francisco

COUNTY TAX COLLECTOR AND REDEMPTION OFFICER CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE THERE ARE NO LIENS FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES (EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE) AGAINST ANY PART OF THE LAND INCLUDED IN THE WITHIN SUBDIVISION THAT SECURITY IN THE AMOUNT OF \$12,100 HAS BEEN FILED WITH THE COUNTY TAX COLLECTOR AND REDEMPTION OFFICER TO GUARANTEE THE PAYMENT OF ALL TAXES AND ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST THE PROPERTY IN THE WITHIN SUBDIVISION BUT WHICH ARE NOT PAYABLE.

JAMES B. HUDAK, COUNTY TAX COLLECTOR AND REDEMPTION OFFICER

James B. Hudak, County Tax Collector

James B. Hudak, County Tax Collector

James B. Hudak, County Tax Collector

SIGNATURE OMISSIONS

SIGNATURES OF OWNERS OF THE FOLLOWING EASEMENTS HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT. THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO FEE TITLE AND SUCH SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

Table with columns: NAME, RECORDED, NATURE OF INTEREST. Includes entries for Arthur H. Draughon, American Canyon County, South Napa Waste Management Authority, Albert R. Saraiya, County of Napa, Napa Airport Corporate Center, LLC, Golden State Land Conservancy, Qwest Communications Co., City of American Canyon, and DWF IV Napa Logistics Center.

CITY ENGINEER'S STATEMENT

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

STEVEN L. HARTWIG, R.C.E. 43666 CITY ENGINEER, CITY OF AMERICAN CANYON

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

RICHARD A. MOSHER, R.C.E. 30696



CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON HAS APPROVED THIS PARCEL MAP ENTITLED "PARCEL MAP NAPA LOGISTICS PARK PHASE 2", AND HAS ACCEPTED THE VACATION OF THE 20' WIDE PUBLIC WATER AND SEWER EASEMENT (DESIGNATED 20' PUBLIC WATER & SEWER EASEMENT), AND HAS ACCEPTED THE FOLLOWING DEDICATIONS ON BEHALF OF THE PUBLIC SHOWN HEREON IN THE BODY OF SAID MAP:
- DEVILIN ROAD DEDICATION AS A PUBLIC ROAD RIGHT OF WAY AND PUBLIC UTILITY EASEMENT, SUBJECT TO IMPROVEMENT
- BOONE DRIVE DEDICATION "A" AS A PUBLIC ROAD RIGHT OF WAY AND PUBLIC UTILITY EASEMENT, SUBJECT TO IMPROVEMENT
- BOONE DRIVE DEDICATION "B" AS A PUBLIC ROAD RIGHT OF WAY AND PUBLIC UTILITY EASEMENT, SUBJECT TO IMPROVEMENT
- 20 FOOT WIDE PUBLIC STORM DRAIN EASEMENT (DESIGNATED 20' PUBLIC S.D.E.)
- 6 FOOT WIDE PUBLIC UTILITY EASEMENTS (DESIGNATED 6' P.U.E.)
- TEMPORARY 20' WIDE PUBLIC SEWER EASEMENT, TO EXPIRE AFTER 10 YEARS (DESIGNATED 20' TEMPORARY PUBLIC S.S.E.)

SUELEEN JOHNSTON, CITY CLERK, CITY OF AMERICAN CANYON

COUNTY RECORDER'S CERTIFICATE

FILED AT THE REQUEST OF THE CITY OF AMERICAN CANYON AT 10:52 AM MINUTES PAST 10 O'CLOCK ON THE 4 DAY OF December 2018 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF NAPA, STATE OF CALIFORNIA IN BOOK 28 OF PARCEL MAPS AT PAGES 1-4

RECORDERS SERIAL NO. 2019-003324

FEE PAID: \$89. DATE: 3/4/19

JOHN TUTEUR, COUNTY RECORDER COUNTY OF NAPA, STATE OF CALIFORNIA

DEPUTY COUNTY RECORDER COUNTY OF NAPA, STATE OF CALIFORNIA

PARCEL MAP

NAPA LOGISTICS PARK PHASE 2

BEING A FOUR (4) LOT SUBDIVISION OF THE LANDS OF DWF IV NLP II AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JUNE 30, 2015 AS INSTRUMENT NO. 2015-0016794, OFFICIAL RECORDS OF NAPA COUNTY, BEING THE DESIGNATED REMAINDER AS SHOWN ON THAT CERTAIN PARCEL MAP OF NAPA LOGISTICS PARK PHASE 1, FILED FOR RECORD ON JUNE 19, 2015, IN BOOK 27 OF PARCEL MAPS, AT PAGES 26-29, OFFICIAL RECORDS OF NAPA COUNTY, CONTAINING 135.40 ACRES OF LAND, MORE OR LESS.

APN = 057-090-083-000

CITY OF AMERICAN CANYON - NAPA COUNTY - CALIFORNIA

DECEMBER 2018

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC. 2850 Collier Canyon Road Livermore, California 94551 Phone (925) 245-8788 Fax (925) 245-8796 www.kierwright.com

JOB NO.: A13631-17

SHEET 1 OF 4 SHEETS

SURVEYORS STATEMENT

I, RICHARD JAMES HICKENBOTTOM, DO HEREBY STATE THAT THE PARCELS SHOWN ON THIS MAP ENTITLED "PARCEL MAP NAPA LOGISTICS PARK PHASE 2", IS BASED ON A FIELD SURVEY MADE BY ME OR UNDER MY DIRECTION IN JULY 2018, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ORCHARD PARTNERS. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE PARCEL MAP, IF ANY, AND THAT ALL MONUMENTS SHOWN ON SAID MAP ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN ONE YEAR OF THE DATE OF FILING SAID MAP, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



RICHARD JAMES HICKENBOTTOM, P.L.S. 8654

12/5/18 DATE

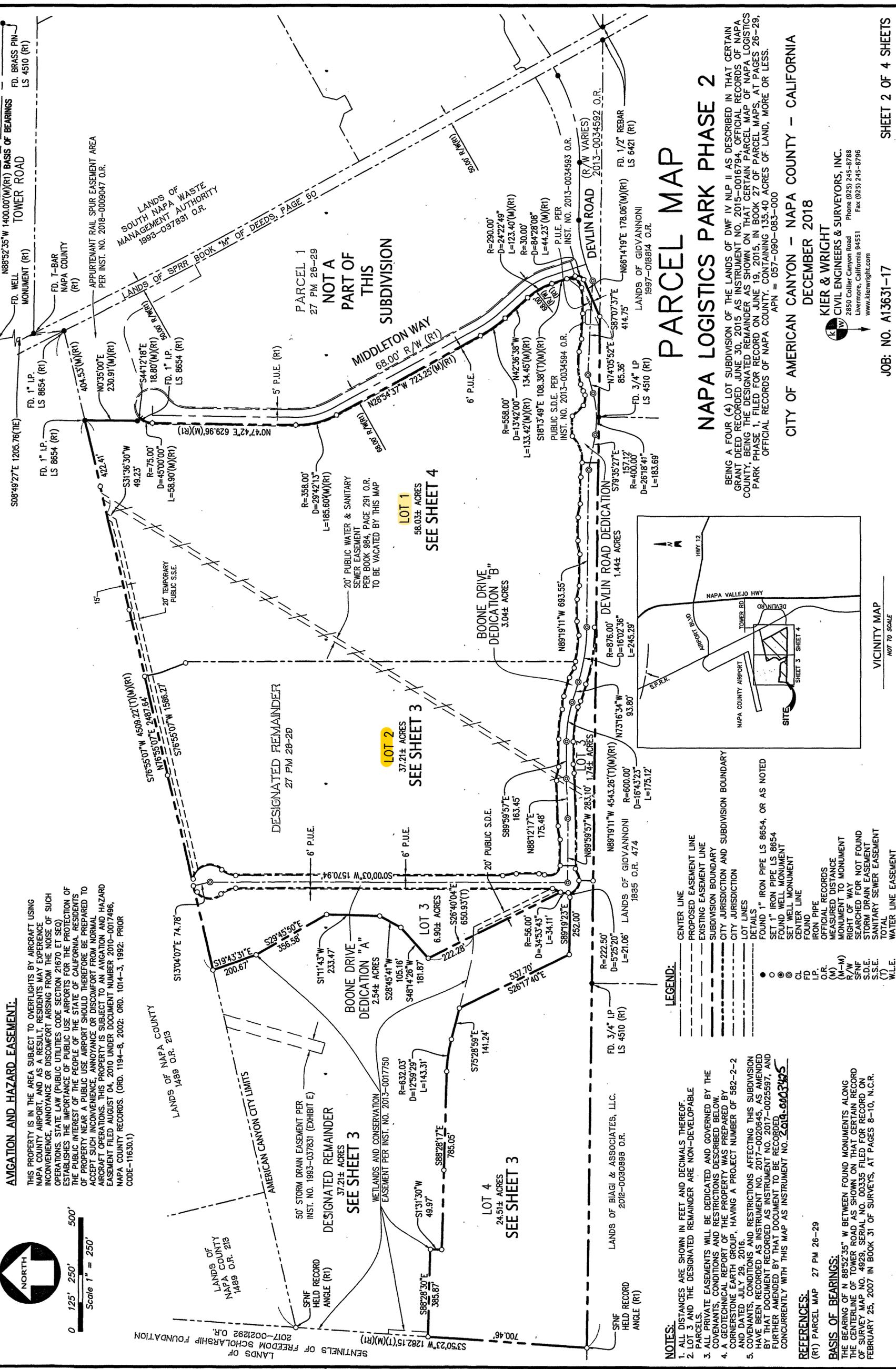
28PM2



0 125' 250' 500'
Scale 1" = 250'

AVIGATION AND HAZARD EASEMENT:

THIS PROPERTY IS IN THE AREA SUBJECT TO OVERFLIGHTS BY AIRCRAFT USING NAPA COUNTY AIRPORT, AND AS A RESULT, RESIDENTS MAY EXPERIENCE INCONVENIENCE, ANNOYANCE OR DISCOMFORT ARISING FROM THE NOISE OF SUCH OPERATIONS. STATE LAW (PUBLIC UTILITIES CODE SECTION 21670 ET SEQ) ESTABLISHES THE IMPORTANCE OF PUBLIC USE AIRPORTS FOR THE PROTECTION OF THE PUBLIC INTEREST OF THE PEOPLE OF THE STATE OF CALIFORNIA. RESIDENTS OF PROPERTY NEAR A PUBLIC USE AIRPORT SHOULD THEREFORE BE PREPARED TO ACCEPT SUCH INCONVENIENCE, ANNOYANCE OR DISCOMFORT FROM NORMAL AIRCRAFT OPERATIONS. THIS PROPERTY IS SUBJECT TO AN AVIGATION AND HAZARD EASEMENT FILED AUGUST 04, 2010 UNDER DOCUMENT NUMBER 2010-0017496, NAPA COUNTY RECORDS. (ORD. 1194-8, 2002; ORD. 1014-3, 1992; PRIOR CODE-11630.1)



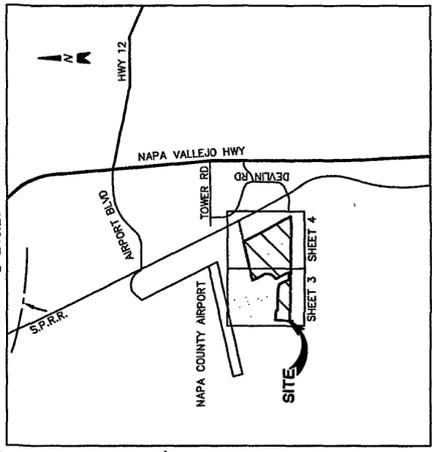
PARCEL MAP
NAPA LOGISTICS PARK PHASE 2

BEING A FOUR (4) LOT SUBDIVISION OF THE LANDS OF DWF IV NLP II AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JUNE 30, 2015 AS INSTRUMENT NO. 2015-0016794, OFFICIAL RECORDS OF NAPA COUNTY, BEING THE DESIGNATED REMAINDER AS SHOWN ON THAT CERTAIN PARCEL MAP OF NAPA LOGISTICS PARK PHASE 1, FILED FOR RECORD ON JUNE 19, 2015, IN BOOK 27 OF PARCEL MAPS, AT PAGES 26-29, OFFICIAL RECORDS OF NAPA COUNTY, CONTAINING 135.40 ACRES OF LAND, MORE OR LESS.
APN = 057-090-083-000

CITY OF AMERICAN CANYON - NAPA COUNTY - CALIFORNIA
DECEMBER 2018



JOB: NO. A13631-17
SHEET 2 OF 4 SHEETS



- NOTES:**
1. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.
 2. LOT 3 AND THE DESIGNATED REMAINDER ARE NON-DEVELOPABLE PARCELS.
 3. ALL PRIVATE EASEMENTS WILL BE DEDICATED AND GOVERNED BY THE COVENANTS, CONDITIONS AND RESTRICTIONS DESCRIBED BELOW.
 4. A GEOTECHNICAL REPORT OF THE PROPERTY WAS PREPARED BY CORNERSTONE EARTH GROUP, HAVING A PROJECT NUMBER OF 582-2-2 AND DATED JULY 29, 2016.
 5. COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THIS SUBDIVISION HAVE BEEN RECORDED AS INSTRUMENT NO. 2017-0020645, AS AMENDED BY THAT DOCUMENT RECORDED AS INSTRUMENT NO. 2017-0025597, AND FURTHER AMENDED BY THAT DOCUMENT TO BE RECORDED CONCURRENTLY WITH THIS MAP AS INSTRUMENT NO. 2018-0003795
- LEGEND:**
- CENTER LINE
 - - - PROPOSED EASEMENT LINE
 - - - EXISTING EASEMENT LINE
 - - - SUBDIVISION BOUNDARY
 - - - CITY JURISDICTION AND SUBDIVISION BOUNDARY
 - - - CITY JURISDICTION
 - - - LOT LINES
 - - - DETAILS
 - FOUND 1" IRON PIPE LS 8654, OR AS NOTED
 - SET 1" IRON PIPE LS 8654
 - ⊙ FOUND WELL MONUMENT
 - ⊙ SET WELL MONUMENT
 - ⊙ CENTER LINE
 - ⊙ FOUND IRON PIPE
 - ⊙ IRON PIPE
 - ⊙ I.P.
 - ⊙ O.R.
 - ⊙ (M)
 - ⊙ (M-M)
 - ⊙ R/W
 - ⊙ SFNF
 - ⊙ S.D.E.
 - ⊙ STORM DRAIN EASEMENT
 - ⊙ S.S.E.
 - ⊙ TOTAL
 - ⊙ WATER LINE EASEMENT
- REFERENCES:**
(R1) PARCEL MAP 27 PM 26-29
- BASIS OF BEARINGS:**
THE BEARING OF N 88°52'35" W BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF TOWER ROAD AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP NO. 4923, SERIAL NO. 00335 FILED FOR RECORD ON FEBRUARY 25, 2007 IN BOOK 31 OF SURVEYS, AT PAGES 8-10, N.C.R.

28PM3

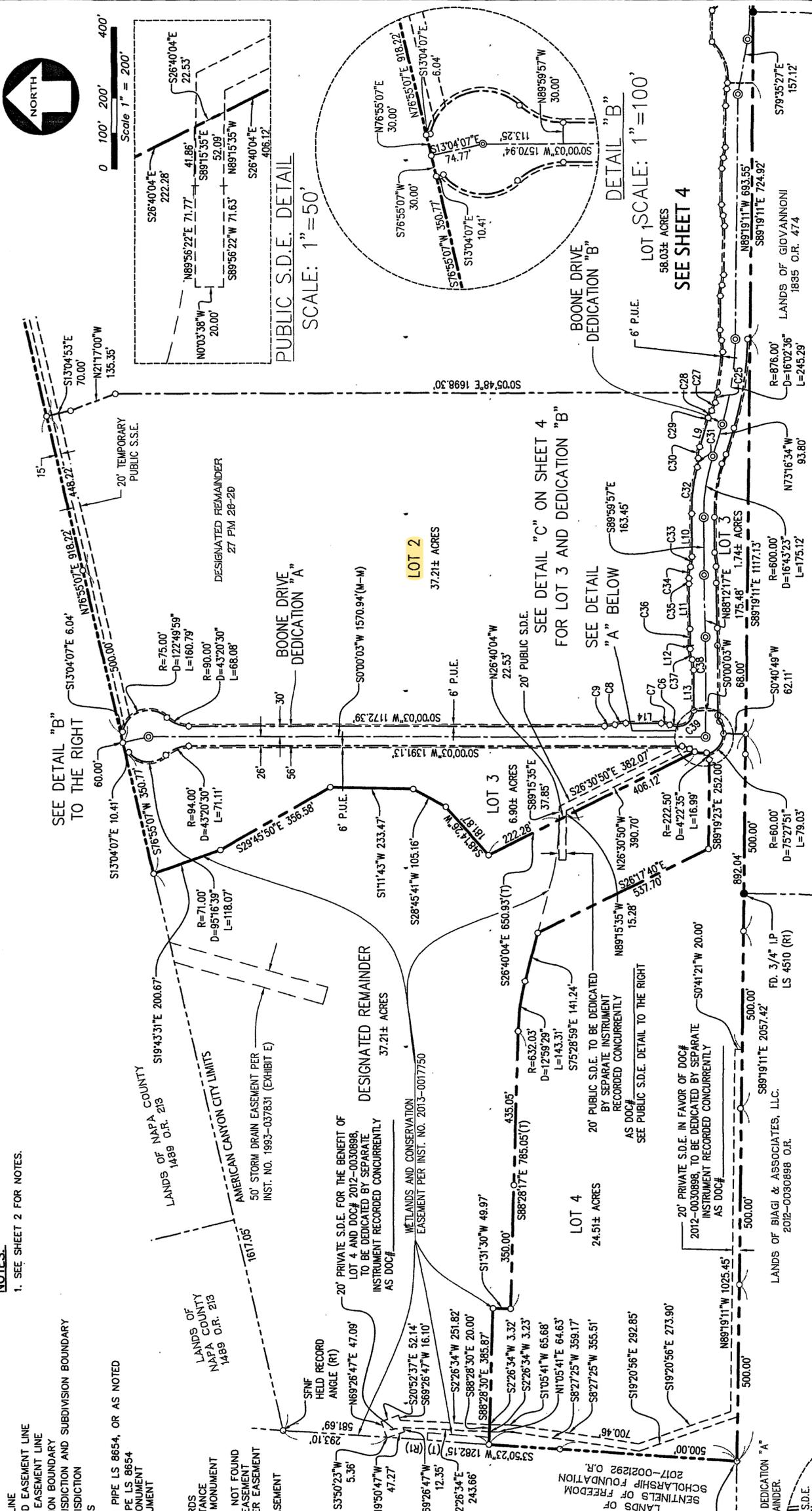


NOTES:
1. SEE SHEET 2 FOR NOTES.

LEGEND:

- CENTER LINE
- - - PROPOSED EASEMENT LINE
- - - EXISTING EASEMENT LINE
- - - SUBDIVISION BOUNDARY
- - - CITY JURISDICTION AND SUBDIVISION BOUNDARY
- - - CITY JURISDICTION
- - - LOT LINES
- - - DETAILS
- FOUND 1" IRON PIPE LS 8654, OR AS NOTED
- SET 1" IRON PIPE LS 8654
- FOUND WELL MONUMENT
- SET WELL MONUMENT
- CENTER LINE
- IRON PIPE FOUND
- I.P.
- O.R.
- (M)
- (M-M)
- R/W
- SEARCHED FOR NOT FOUND
- SFNF STORM DRAIN EASEMENT
- S.D.E. SANITARY SEWER EASEMENT
- (T) TOTAL
- W.L.E. WATER LINE EASEMENT

LINE #	DIRECTION	LENGTH
L1	S87°07'37"E	112.32
L2	S87°07'37"E	34.00
L3	S89°19'11"E	117.91
L4	S83°01'43"E	18.06
L5	S89°24'37"E	88.33
L6	S89°19'11"E	102.00
L7	S89°19'11"E	138.15
L8	S89°19'11"E	97.00
L9	S73°16'34"E	78.62
L10	N89°59'57"W	122.10
L11	S88°12'17"W	127.71
L12	N89°59'57"W	9.73
L13	S89°59'57"E	114.55
L14	N0°00'02"E	99.91



PARCEL MAP

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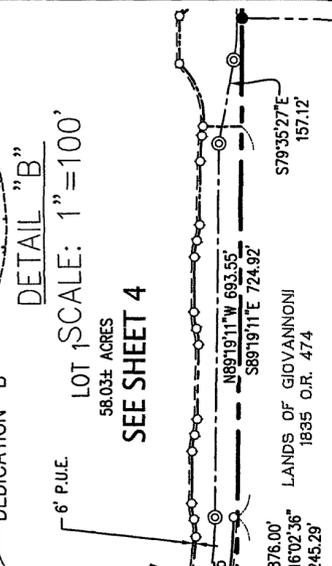
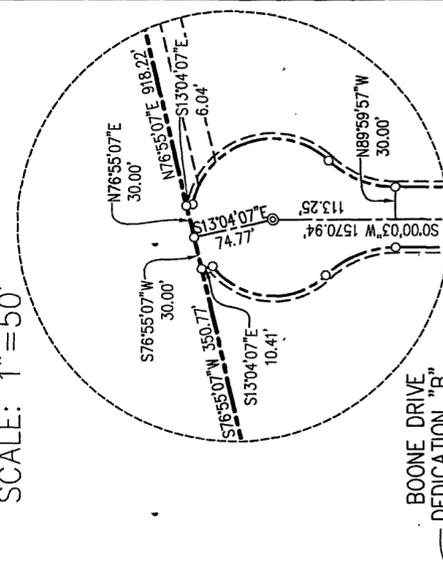
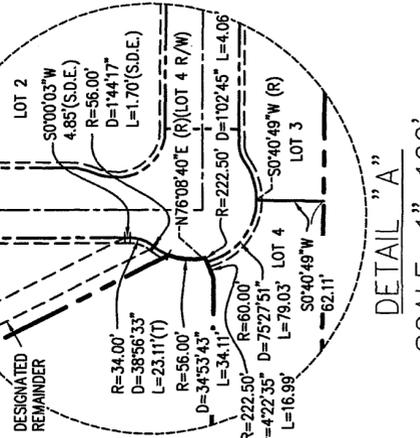
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JOB: NO. A13631-17 SHEET 3 OF 4 SHEETS

CURVE TABLE		
CURVE #	RADIUS	LENGTH
C31	100.00'	25.87'
C32	563.00'	132.30'
C33	100.00'	29.26'
C34	104.00'	32.63'
C35	1567.00'	15.97'
C36	1481.00'	46.43'
C37	104.00'	31.01'
C38	100.00'	29.81'
C39	45.00'	70.86'

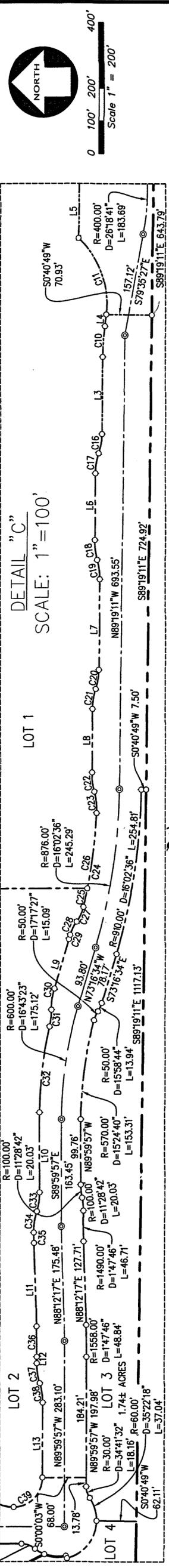
CURVE TABLE		
CURVE #	RADIUS	LENGTH
C21	104.00'	31.01'
C22	104.00'	29.74'
C23	100.00'	32.99'
C24	842.00'	145.05'
C25	842.00'	29.04'
C26	842.00'	116.01'
C27	60.00'	24.92'
C28	64.00'	22.82'
C29	833.00'	6.87'
C30	104.00'	32.82'

CURVE TABLE		
CURVE #	RADIUS	LENGTH
C11	136.00'	128.90'
C12	186.00'	67.86'
C13	50.00'	46.82'
C14	100.00'	19.79'
C15	104.00'	32.81'
C16	100.00'	29.81'
C17	104.00'	31.01'
C18	104.00'	31.01'
C19	100.00'	29.81'
C20	100.00'	29.81'



DETAIL "A"
SCALE: 1" = 100'

289PM4



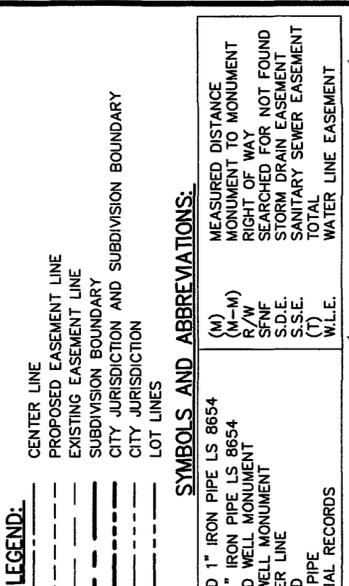
DETAIL "C"
SCALE: 1"=100'

LOT 1

LOT 2

LOT 3

LOT 4



LINE TABLE

LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	S87°07'37"E	112.32	L8	S89°19'11"E	97.00'
L2	S87°07'37"E	34.00'	L9	S73°16'34"E	78.62'
L3	S89°19'11"E	117.91'	L10	N89°59'57"W	122.10'
L4	S83°01'43"E	18.06'	L11	S88°12'17"W	127.71'
L5	S89°24'37"E	88.33'	L12	N89°59'57"W	9.73'
L6	S89°19'11"E	102.00'	L13	S89°59'57"E	114.55'
L7	S89°19'11"E	138.15'	L14	N0°00'02"E	99.91'

CURVE TABLE

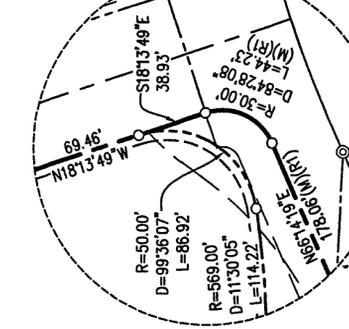
CURVE #	RADIUS	DELTA	LENGTH	CURVE #	RADIUS	DELTA	LENGTH
C2	569.00'	11°30'05"	114.22'	C12	186.00'	20°54'17"	67.86'
C3	100.00'	16°05'56"	28.10'	C13	50.00'	53°39'13"	46.82'
C4	104.00'	16°05'56"	29.22'	C14	100.00'	11°20'28"	19.79'
C5	437.00'	14°21'19"	109.49'	C15	104.00'	18°04'27"	32.81'
C6	60.00'	21°57'51"	23.00'	C16	100.00'	17°04'57"	29.81'
C7	64.00'	21°57'52"	24.53'	C17	104.00'	17°04'57"	31.01'
C8	104.00'	17°07'51"	31.10'	C18	104.00'	17°04'57"	31.01'
C9	100.00'	17°04'57"	29.81'	C19	100.00'	17°04'57"	29.81'
C10	430.00'	6°17'28"	47.21'	C20	100.00'	17°04'57"	29.81'
C11	136.00'	54°18'13"	128.90'	C21	104.00'	17°04'57"	31.01'

CURVE TABLE

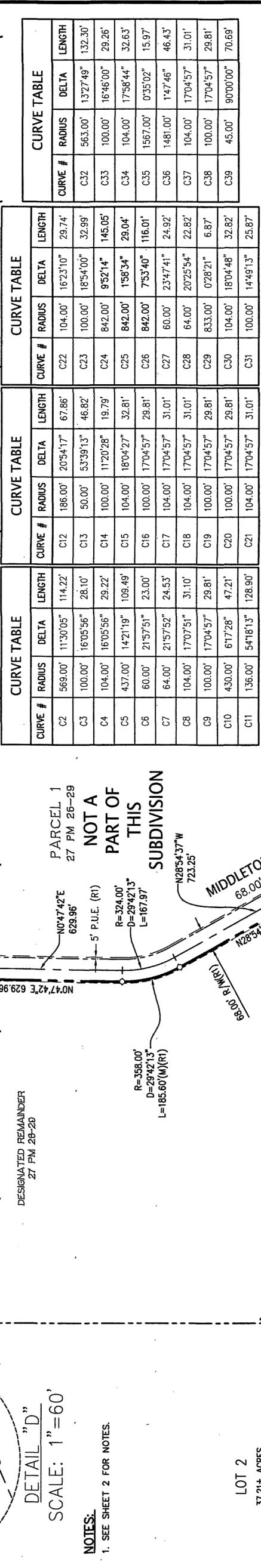
CURVE #	RADIUS	DELTA	LENGTH	CURVE #	RADIUS	DELTA	LENGTH
C22	104.00'	16°23'10"	29.74'	C32	563.00'	13°27'49"	132.30'
C23	100.00'	18°54'00"	32.99'	C33	100.00'	16°46'00"	29.26'
C24	842.00'	9°52'14"	145.05'	C34	104.00'	17°58'44"	32.63'
C25	842.00'	1°58'34"	29.04'	C35	1567.00'	0°35'02"	15.97'
C26	842.00'	7°53'40"	116.01'	C36	1481.00'	1°47'46"	46.43'
C27	60.00'	23°47'41"	24.92'	C37	104.00'	17°04'57"	31.01'
C28	64.00'	20°25'54"	22.82'	C38	100.00'	17°04'57"	29.81'
C29	833.00'	0°28'21"	6.87'	C39	45.00'	90°00'00"	70.69'

LINE TABLE

LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	S87°07'37"E	112.32	L8	S89°19'11"E	97.00'
L2	S87°07'37"E	34.00'	L9	S73°16'34"E	78.62'
L3	S89°19'11"E	117.91'	L10	N89°59'57"W	122.10'
L4	S83°01'43"E	18.06'	L11	S88°12'17"W	127.71'
L5	S89°24'37"E	88.33'	L12	N89°59'57"W	9.73'
L6	S89°19'11"E	102.00'	L13	S89°59'57"E	114.55'
L7	S89°19'11"E	138.15'	L14	N0°00'02"E	99.91'



DETAIL "D"
SCALE: 1"=60'



DETAIL "C"
SCALE: 1"=100'

LOT 1

LOT 2

LOT 3

LOT 4



LINE TABLE

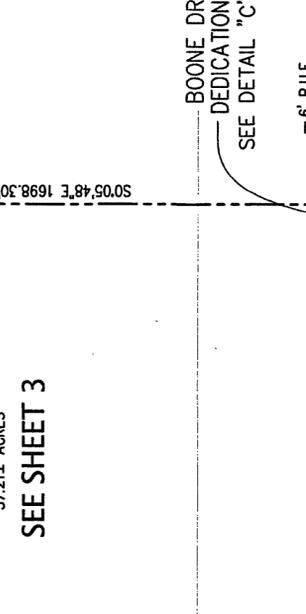
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CURVE TABLE

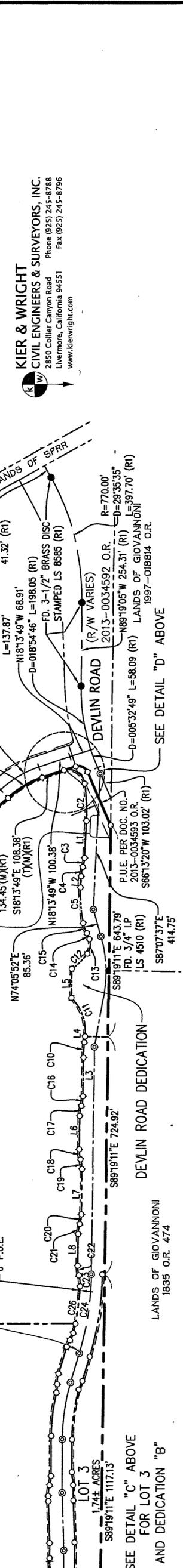
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C8	104.00'	17°07'51"	31.10'	C18	104.00'	17°04'57"	31.01'
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SCALE: 1"=60'



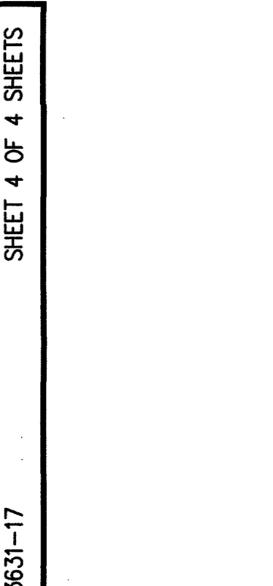
DETAIL "C"
SCALE: 1"=100'

LOT 1

LOT 2

LOT 3

LOT 4



LINE TABLE

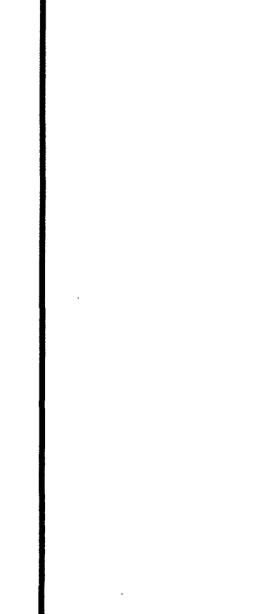
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DETAIL "D"
SCALE: 1"=60'

PARCEL MAP NAPA LOGISTICS PARK PHASE 2

BEING A FOUR (4) LOT SUBDIVISION OF THE LANDS OF DWV IV NLP II AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JUNE 30, 2015 AS INSTRUMENT NO. 2015-0016794, OFFICIAL RECORDS OF NAPA COUNTY, BEING THE DESIGNATED REMAINDER AS SHOWN ON THAT CERTAIN PARCEL MAP OF NAPA LOGISTICS PARK PHASE 1, FILED FOR RECORD ON JUNE 19, 2015, IN BOOK 27 OF PARCEL MAPS, AT PAGES 26-29, OFFICIAL RECORDS OF NAPA COUNTY, CONTAINING 135.40 ACRES OF LAND, MORE OR LESS.

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CITY OF AMERICAN CANYON - NAPA COUNTY - CALIFORNIA
DECEMBER 2018

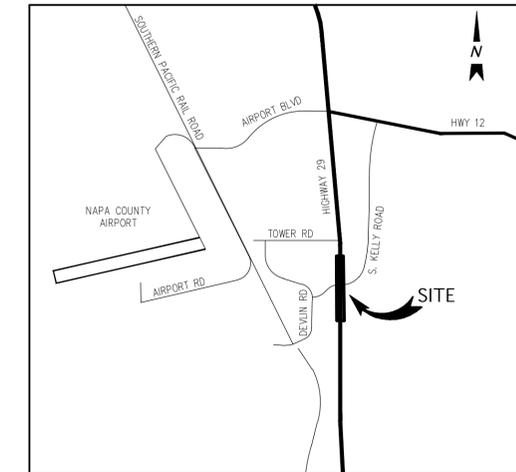
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2850 Collier Canyon Road
Livermore, California 94551
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JOB: NO. A13631-17

SHEET 4 OF 4 SHEETS

STREET IMPROVEMENT PLANS OF HWY 29 POST MILE 2.3 TO POST MILE 5.0,

AMERICAN CANYON, NAPA COUNTY, CALIFORNIA
JULY, 2021



VICINITY MAP

NOT TO SCALE

SHEET INDEX

SHEET	DESCRIPTION
C1.0	COVER SHEET
C2.0	NOTES
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C4.0	HWY 29 - STA 180+50 TO STA 200+00
C5.0	SOUTH KELLY ROAD - STA 6+00 TO 11+00
C6.0	SIGNING AND STRIPING
C7.0	EROSION CONTROL PLAN

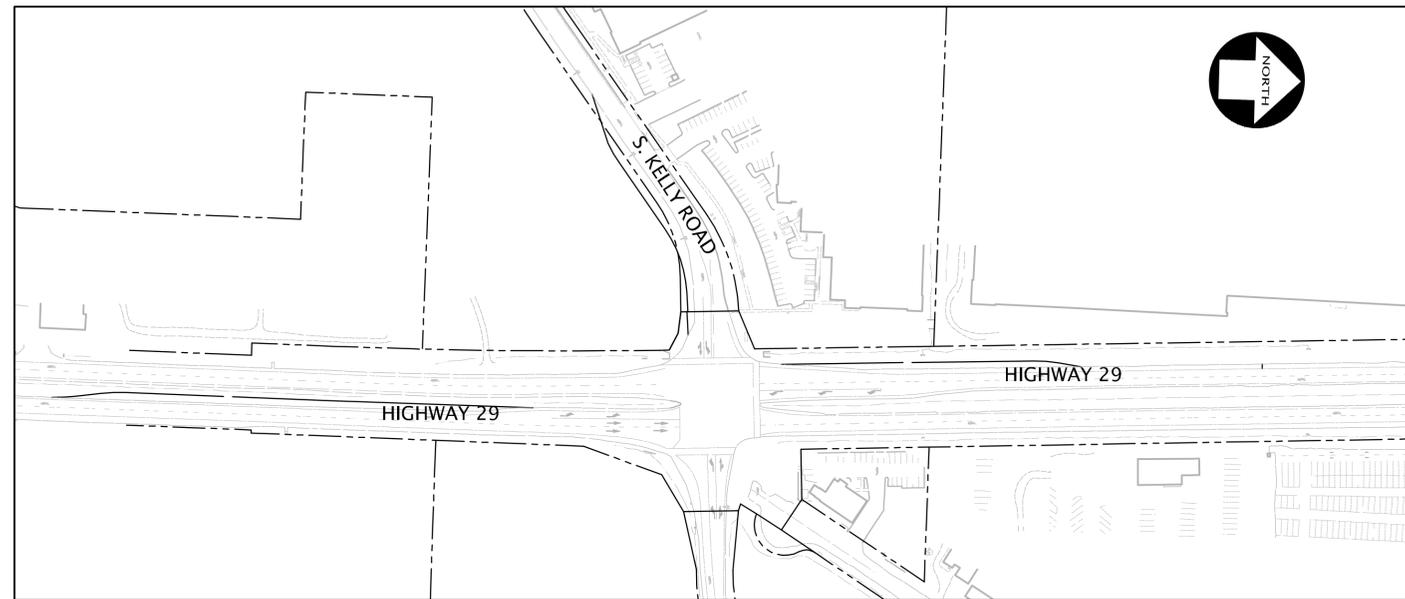
DEVELOPER: ERNIE KNODEL
ORCHARD PARTNERS, LLC
3697 MT. DIABLO BOULEVARD, SUITE 200
LAFATETTE, CA 94549
(415) 272-5252

CIVIL ENGINEER: ADAM MAHONEY
KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.
2850 COLLIER CANYON ROAD
LIVERMORE, CALIFORNIA 94551
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SURVEYOR: JOSEPH D. THOMPSON
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GEOTECHNICAL: DANH TRAN
CORNERSTONE EARTH GROUP
1259 OAKMEAD PKWY
SUNNYVALE CA 94085
(408) 245-4600

TRAFFIC: CHRIS KINZEL
TKM
4305 HACIENDA DR
PLEASANTON, CA 94588
(925) 463-0611



KEY MAP

SCALE 1" = 150'

ABBREVIATIONS

AD	AREA DRAIN
ARV	AIR RELEASE VALVE
AVP	AIR VALVE POST
ASR	AUTOMATIC SPRINKLER RISER
BFPD	BACKFLOW PREVENTION DEVICE
BOV	BLOWOFF VALVE
BW	BACK OF WALK
BLDG	BUILDING
BL	BUILDING LINE
C	CONCRETE
CB	CATCH BASIN
CATVB	CABLE TELEVISION BOX
CTB	CALTRANS BOX
CB	CATCH BASIN
COTG	CLEANOUT TO GRADE
DS	DOWN SPOUT
ESMT	EASEMENT
EW	EDGE OF WALK
EB	ELECTRIC BOX
FB	FACE OF BERM
FC	FACE OF CURB
FF	FINISHED FLOOR
FH	FIRE HYDRANT
FL	FLOW LINE
FOM	FIBER OPTICS MARKER
GM	GAS METER
GV	GAS VALVE
GB	GRADE BREAK
GA	GUY ANCHOR
HP	HIGH POINT
IE	INVERT ELEVATION
IB	IRRIGATION BOX
JP	JOINT POWER POLE
LT	LIGHT
LP	LOW POINT
OV	OVERFLOW
PV	PAVEMENT
POC	POINT OF CONNECTION
PIV	POST INDICATOR VALVE
PP	POWER POLE
RWL	RAIN WATER LEADER
R	RIDGE
RE	RIM ELEVATION
RD	ROOF DRAIN
SSCO	SANITARY SEWER CLEANOUT
SSMH	SANITARY SEWER MANHOLE
SMH	SPRINT MANHOLE
SM	SPRINT MARKER
SDMH	STORM DRAIN MANHOLE
SDJB	STORM DRAIN JUNCTION BOX
SL	STREET LIGHT
SLB	STREET LIGHT BOX
SOCB	SIDE OPEN CATCH BASIN
SWL	SWALE
TB	TELEPHONE BOX
TC	TOP OF CURB
T	TRANSFORMER
TSB	TRAFFIC SIGNAL BOX
TSP	TRAFFIC SIGNAL POLE
TE	TRASH ENCLOSURE
WB	WATER BOX
WM	WATER METER
WV	WATER VALVE

LEGEND

PROPOSED	EXISTING	
		ASPHALT BERM
		BLOCK/RETAINING WALL
		BACKFLOW PREVENTION DEVICE
		BUILDING LINE
		CONCRETE FLUSH CURB
		CONCRETE CURB
		CONCRETE CURB CUT
		CONCRETE CURB & GUTTER
		CONTOUR LINE
		DRIVEWAY
		EDGE OF PAVEMENT
		ELECTRIC LINE
		ELECTROLIER
		FENCE LINE
		FIRE SERVICE & VALVE
		FIRE HYDRANT
		FIBER OPTICS LINE
		GAS LINE-VALVE & METER
		GUARD RAIL
		JOINT TRENCH LINE
		LOT LINE
		MONUMENT/MONUMENT LINE
		OVERHEAD POWER LINE
		PERFORATED STORM DRAIN PIPE
		POST INDICATOR VALVE
		POWER POLE/JOINT POLE
		PROPERTY LINE
		RAINWATER LEADER
		SANITARY SEWER-MANHOLE & CLEANOUT
		SIDEWALK
		STORM DRAIN-MANHOLE & CATCH BASIN
		SPOT ELEVATION
		TELEPHONE LINE
		THRU CURB DRAIN
		TRAFFIC SIGN
		TRANSFORMER
		TREE
		UTILITY BOX
		WATER LINE & VALVE

UTILITY PROVIDERS

WATER:	CITY OF AMERICAN CANYON
SEWER:	CITY OF AMERICAN CANYON
GAS & ELECTRIC:	PACIFIC GAS AND ELECTRIC
TELEPHONE:	AT&T
CABLE TELEVISION:	COMCAST CABLE

BASIS OF BEARINGS

THE BEARING OF SOUTH 88°52'35" EAST, TAKEN ON THE MONUMENT LINE OF TOWER ROAD AS SHOWN ON MAP NO. 4929, FILED FOR RECORD IN BOOK 31 OF SURVEYS AT PAGES 8-10, NAPA COUNTY RECORDS, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP.

PROJECT BENCH MARK

BENCHMARK: MONUMENT ON DEVLIN ROAD NORTH OF KELLY ROAD. ELEVATION= 56.22 NGVD 29

APPROVED FOR CONFORMANCE TO CITY ENGINEERING STANDARDS, SPECIFICATIONS, AND APPURTENANT CONDITIONS OF APPROVAL

ERICA AHMANN SMITHIES, P.E., 65468
PUBLIC WORKS DIRECTOR/CITY ENGINEER
CITY OF AMERICAN CANYON, CALIFORNIA

DATE



Know what's below.
Call before you dig.

NO.	REVISION
1	CALTRANS SUBMITTAL 07/08/2021



KIER+WRIGHT
2850 Collier Canyon Road
Livermore, CA 94551
Phone: (925) 245-8788
www.kierwright.com

COVER SHEET
HIGHWAY 29
IMPROVEMENT PLANS
AMERICAN CANYON, CALIFORNIA

DATE	JULY, 2021
SCALE	AS SHOWN
DESIGNER	KAS
JOB NO.	A13631-32
SHEET	C1.0
OF	7 SHEETS

CITY OF AMERICAN CANYON CONSTRUCTION NOTES:

- 1. CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY REPRESENTATIVES HARMLESS FROM ANY AND ALL LIABILITY, REAL AND/OR ALLEGED, IN CONJUNCTION WITH THE PERFORMANCE OF THIS PROJECT.
2. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING STRUCTURES AND UTILITIES DURING CONSTRUCTION.
3. CONTRACTOR SHALL VERIFY LOCATIONS, LEVELS, DISTANCES, AND FEATURES THAT MAY AFFECT THE WORK. SHOULD EXISTING CONDITIONS DIFFER FROM THOSE SHOWN OR INDICATED, OR IF IT APPEARS THAT THESE PLANS, STANDARD SPECIFICATIONS, AND SPECIAL PROVISIONS DO NOT ADEQUATELY DETAIL THE WORK TO BE DONE, CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONTINUING WITH ANY RELATED WORK. NO ALLOWANCE WILL BE MADE IN HIS BEHALF FOR ANY EXTRA EXPENSE RESULTING FROM FAILURE OR NEGLIGENCE IN DETERMINING THE CONDITIONS UNDER WHICH WORK IS TO BE PERFORMED. NOTED DIMENSIONS TAKE PRECEDENCE OVER SCALE.
4. A SET OF SIGNED BLUEPRINTS AND A SET OF SPECIFICATIONS WILL BE KEPT AT ALL TIMES AT THE JOB SITE ON WHICH ALL CHANGES OR VARIATIONS IN THE WORK, INCLUDING ALL EXISTING UTILITIES, ARE TO BE RECORDED AND/OR CORRECTED DAILY AND SUBMITTED TO THE CITY ENGINEER WHEN THE WORK TO BE DONE IS COMPLETED.
5. CONTRACTOR TO EXPOSE AND CHECK LOCATIONS OF EXISTING INVERTS PRIOR TO CONSTRUCTION.
6. CONTRACTOR SHALL NOTIFY ALL PUBLIC OR PRIVATE UTILITY COMPANIES 48 HOURS PRIOR TO COMMENCEMENT OF WORK ADJACENT TO EXISTING UTILITY LINES UNLESS ENCROACHMENT PERMIT SPECIFIES OTHERWISE.
7. CONTRACTOR SHALL CONTACT THE CITY'S DIRECTOR OF PUBLIC WORKS, OR HIS DESIGNEE, TO ARRANGE A PRE-CONFERENCE FOR THE PURPOSE OF REVIEWING JOB REQUIREMENTS AND CITY PROCEDURES.
8. PRIOR TO THE START OF CONSTRUCTION, CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (800-642-2444) FOR THE LOCATION OF EXISTING UTILITY FACILITIES.
9. ALL MATERIALS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR UNLESS OTHERWISE NOTED.
10. CONTRACTOR SHALL COORDINATE ALL NECESSARY UTILITY RELOCATIONS, IF REQUIRED, WITH THE APPROPRIATE UTILITY COMPANIES.
11. CONTRACTOR SHALL NOTIFY THE DIRECTOR OF PUBLIC WORKS AT LEAST 72 HOURS IN ADVANCE OF COMMENCEMENT OF ANY PART OF THE WORK.
12. PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES, CONTRACTOR SHALL LOCATE, BY EXCAVATION, EXISTING WATER FACILITIES TO ASCERTAIN VERTICAL AND HORIZONTAL POSITION. IF CONFLICTS ARISE, DEVELOPER'S ENGINEER SHALL SUBMIT AN ALTERNATE DESIGN ACCEPTABLE TO THE CITY'S DIRECTOR OF PUBLIC WORKS.
13. CONTRACTOR SHALL PROVIDE RECORD DRAWINGS PER CITY OF AMERICAN CANYON REQUIREMENTS.

CALTRANS GENERAL NOTES

- 1. ALL CONSTRUCTION SHALL CONFORM TO THESE PLANS, LATEST VERSION OF CALTRANS STANDARD DETAILS AND SPECIFICATIONS, THE STANDARD DETAILS AND SPECIFICATIONS OF THE CITY OF AMERICAN CANYON, DATED 1995 THE COUNTY OF NAPA STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION, WHERE APPLICABLE.
2. ALL WORK PERFORMED WITHIN STATE HIGHWAY RIGHT-OF-WAY MUST CONFORM TO ALL APPLICABLE DEPARTMENTAL CONSTRUCTION STANDARDS INCLUDING BUT NOT LIMITED TO: STANDARD SPECIFICATIONS, STANDARD PLANS, PROJECT DEVELOPMENT PROCEDURES MANUAL, HIGHWAY DESIGN MANUAL AND SPECIAL PROVISIONS.
3. CONTRACTOR MUST KEEP THE PERMIT PACKAGE OR A COPY THEREOF AT THE WORK SITE AT ALL TIMES AND MUST SHOW IT UPON REQUEST TO ANY DEPARTMENT REPRESENTATIVE OR LAW ENFORCEMENT OFFICE.
4. DEVIATIONS FROM PLANS, SPECIFICATIONS, AND/OR THE PERMIT CONDITIONS AS DEFINED IN GENERAL PROVISION NUMBER 5 ARE NOT ALLOWED WITHOUT PRIOR APPROVAL FROM THE DEPARTMENT'S REPRESENTATIVE.
5. CONTRACTOR NEED TO PROVIDE LANE CLOSURE REQUEST SUBMITTALS AND NOTIFICATION OF CLOSURES TO THE DEPARTMENT PER STANDARD SPECIFICATIONS. THE CONTRACTOR MUST NOTIFY THE DEPARTMENT'S REPRESENTATIVE AND THE TRAFFIC MANAGEMENT CENTER (TMC) BEFORE INITIATING A LANE CLOSURE OR CONDUCTING AN ACTIVITY THAT MAY CAUSE A TRAFFIC IMPACT. IN EMERGENCY SITUATIONS WHEN THE CORRECTIVE WORK OR THE EMERGENCY ITSELF MAY AFFECT TRAFFIC, THE DEPARTMENT'S REPRESENTATIVE AND THE TMC MUST BE NOTIFIED AS SOON AS POSSIBLE.
6. AS REQUIRED BY LAW, THE CONTRACTOR MUST PROVIDE TRAFFIC CONTROL PROTECTION, WARNING SIGNS, LIGHTS, SAFETY DEVICES, ETC., AND TAKE ALL OTHER MEASURES NECESSARY FOR THE TRAVELING PUBLIC'S SAFETY. WHILE PROVIDING TRAFFIC CONTROL, THE NEEDS OF ALL ROAD USERS, INCLUDING BUT NOT LIMITED TO MOTORISTS, BICYCLISTS AND PEDESTRIANS, INCLUDING PERSONS WITH DISABILITIES IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, MUST BE AN ESSENTIAL PART OF THE WORK ACTIVITY.
7. PERMITTEE IS RESPONSIBLE FOR RESTORATION AND REPAIR OF STATE HIGHWAY RIGHT-OF-WAY RESULTING FROM PERMITTED WORK (STREETS AND HIGHWAYS CODE, SECTION 670 ET SEQ.).
8. UPON COMPLETION OF WORK, CONTRACTOR MUST REMOVE AND DISPOSE OF ALL SCRAPS, REFUSE, BRUSH, TIMBER, MATERIALS, ETC. OFF THE STATE HIGHWAY RIGHT-OF-WAY. THE AESTHETICS OF THE HIGHWAY MUST BE AS IT WAS BEFORE WORK STARTED OR BETTER.
9. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER 48 HOURS PRIOR TO REQUIRED INSPECTIONS AND CONSTRUCTION STAKING.
10. CONTRACTOR SHALL KEEP THE NAPA COUNTY SHERIFF, AMERICAN CANYON FIRE DISTRICT, AND ENGINEER INFORMED DAILY REGARDING EXCAVATIONS, BARRICADES, AND DETOURS.
11. CONTRACTOR SHALL LEAVE EMERGENCY TELEPHONE NUMBERS WITH THE ABOVE DEPARTMENTS AND ENGINEER.
12. THE CONTRACTOR SHALL KEEP EXISTING STREETS FREE FROM DIRT AND DEBRIS DURING ALL PHASES OF CONSTRUCTION.
13. THE CONTRACTOR SHALL PROVIDE DUST CONTROL AT ALL TIMES. PRIOR TO OBTAINING WATER FROM FIRE HYDRANTS, THE CONTRACTOR SHALL OBTAIN A HYDRANT WATER METER FROM THE CALIFORNIA WATER SERVICE COMPANY (OR CITY WATER RESOURCES DIVISION, WHERE APPROPRIATE).
14. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) 800-227-2600, 48 HOURS PRIOR TO START OF EXCAVATION OR DEMOLITION OF IMPROVEMENTS SO THAT UTILITIES MAY BE NOTIFIED AND LINES MARKED.
15. ANY DAMAGE TO THE EXISTING FACILITIES, INCLUDING LANDSCAPING, IRRIGATION, FENCES, WALLS, SIDEWALK AND OTHER PAVEMENT SURFACES, SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.

KIER & WRIGHT GENERAL NOTES

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ELEVATIONS OF THE EXISTING STORM DRAINS, SEWERS AND WATER PRIOR TO COMMENCING THE WORK. NOTIFY THE ENGINEER IF ACTUAL IS DIFFERENT FROM PLANS.
2. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THE PROJECT, EXPECTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.
3. TOPOGRAPHY SHOWN ON THE PLANS REPRESENTS APPROXIMATE CONDITIONS AS OF SEPTEMBER 2013.
4. CONTRACTOR SHALL REPLACE OR REPAIR, AT CONTRACTOR'S OWN EXPENSE, ALL DAMAGED, REMOVED, OR OTHERWISE DISTURBED WALLS, FENCES, SERVICES, UTILITIES, IMPROVEMENTS OF FEATURES OF WHATEVER NATURE TO THEIR ORIGINAL CONDITION WHETHER SHOWN ON THE PLANS OR NOT; PROVIDED SUCH REPAIR OR REPLACEMENT IS CAUSED BY CONTRACT WORK OPERATORS.
5. UNAUTHORIZED CHANGES AND USES: THE ENGINEER PREPARING THESE PLAN WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARE OF THESE PLANS.
6. LOCATIONS OF EXISTING UNDERGROUND FACILITIES AND UTILITIES SHOWN ARE APPROXIMATE AND ARE BASED ON FIELD SURVEY AND/OR AVAILABLE UTILITY COMPANY INFORMATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE ACTUAL LOCATION OF UTILITIES PRIOR TO THE COMMENCEMENT OF WORK. AS REQUIRED, PHYSICAL VERIFICATION OF UTILITY LOCATION SHALL BE PERFORMED BY POT HOUNG OR HAND DIGGING AND CAREFUL SUBSURFACE PROBING IN CONFORMANCE WITH ARTICLE 6 OF THE CAL/OSHA CONSTRUCTION SAFETY ORDER. ANY DEVIATIONS FROM LOCATIONS SHOWN ON THE PLANS SHALL BE BROUGHT TO THE ENGINEERS ATTENTION BEFORE STARTING CONSTRUCTION.
7. CONSTRUCTION CONTRACTORS SHALL MUFFLE AND SHIELD INTAKES AND EXHAUSTS, SHROUD OR SHIELD IMPACT TOOLS, AND USE ELECTRIC-POWERED RATHER THAN DIESEL-POWERED CONSTRUCTION EQUIPMENT (AS FEASIBLE).
8. ALL STATIONARY NOISE-GENERATING EQUIPMENT SHALL BE LOCATED AS FAR AWAY AS POSSIBLE FROM NEIGHBORING PROPERTY LINES.
9. ALL CONSTRUCTION EQUIPMENT SHALL BE MAINTAINED AND OPERATED ACCORDING TO MANUFACTURER'S MAINTENANCE SCHEDULES AND RECOMMENDATIONS TO MINIMIZE NOISE AND EXHAUST EMISSIONS (PARTICULAR NITROGEN OXIDES).
10. THE DEVELOPER SHALL BE RESPONSIBLE FOR SECURING AND COMPLYING WITH APPROPRIATE PERMITS FROM THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT FOR ANY EQUIPMENT OR PROCESSES THAT COULD RESULT IN EMISSIONS OF CRITERIA, TOXIC OR ODOROUS EMISSIONS.
11. THE CONTRACTOR IS REQUIRED TO HIRE A TESTING LABORATORY TO PERFORM COMPACTION TESTS. THE TEST RESULTS SHALL BE SUBMITTED TO THE CITY'S CONSTRUCTION ENGINEER PRIOR TO ANY OFF-SITE PAVING.
12. GRADING CONTRACTOR SHALL MAINTAIN A WATER TRUCK ON SITE DURING ALL GRADING ACTIVITY TO WATER GRADE MATERIAL AND CONTROL DUST. CONTRACTOR SHALL COVER STOCKPILED DIRT WITH PLASTIC AND ANCHOR THE PLASTIC TO THE GROUND. ALL GRADING, EARTH-MOVING OR EXCAVATION SHALL CEASE WHEN WINDS EXCEED 20 MPH.

CULTURAL RESOURCE NOTES:

- 1. THE PROJECT SPONSOR WILL HIRE A QUALIFIED ARCHAEOLOGIST TO MONITOR ALL EXCAVATION ACTIVITIES, INCLUDING GRADING AND TRENCHING ACTIVITIES, WHO WILL ADVISE THE SPONSOR ON APPROPRIATE EXCAVATION LEVELS, AND CONDUCT SPOT CHECKS OF ALL EXCAVATED MATERIALS AND OPEN EXCAVATION AREAS. THE ARCHAEOLOGIST WILL ALSO BRIEF PROJECT PERSONNEL AND CONSTRUCTION WORKERS ON THE POTENTIAL FOR FINDING ARCHAEOLOGICAL RESOURCES AT THE SITE, PREPARE MATERIALS THAT DESCRIBE THE APPURTENANCE OF POTENTIAL RESOURCES, AND APPRISE PERSONNEL OF THE PROCEDURES TO FOLLOW IF SUCH RESOURCES ARE FOUND.
2. IF ARCHAEOLOGICAL RESOURCES ARE UNCOVERED, WORK AT THE PLACE OF DISCOVERY SHALL BE HALTED IMMEDIATELY, FOR A PERIOD NOT TO EXCEED FOUR WEEKS, AND A QUALIFIED ARCHAEOLOGIST SHOULD EVALUATE THE FIND. PREHISTORIC ARCHAEOLOGICAL SITE INDICATORS INCLUDE; OBSIDIAN AND CHART FLAKES AND CHIPPED STONE TOOLS; GRINDING AND MASHING IMPLEMENTS SUCH AS SLABS AND HANDSTONES, AND MORTARS AND PESTLES; AND LOCALLY DARKENED MIDDEN SOILS CONTAINING SOME OF THE PREVIOUSLY LISTED ITEMS PLUS FRAGMENTS OF BONE AND FIRE AFFECTED STONES. IF THE ARCHAEOLOGICAL RESOURCES ARE DETERMINED BY THE ARCHAEOLOGIST TO BE SIGNIFICANT, THE PROJECT SPONSOR WILL, AFTER CONSULTATION WITH NAPA COUNTY, CONSTRUCT A PUBLICLY ACCESSIBLE HISTORIC DISPLAY THAT DOCUMENTS THE FIND AT THE PROJECT SITE.
3. IF HUMAN REMAINS ARE ENCOUNTERED DURING PROJECT CONSTRUCTION, THE PROJECTS SPONSOR AND/OR ITS EMPLOYEES SHALL NOTIFY THE NAPA COUNTY CORNER'S OFFICE IMMEDIATELY. UPON DETERMINATION BY THE COUNTY CORNER'S THAT THE REMAINS ARE NATIVE AMERICAN, THE CORONER SHALL CONTACT THE CALIFORNIA NATIVE AMERICAN HERITAGE COMMISSION. PURSUANT TO SUBDIVISION(C) OF SECTION 7050.5 OF THE HEALTH AND SAFETY CODE, AND THE COUNTY COORDINATOR OF INDIAN AFFAIRS.

NOTES -GEOTECHINCAL REPORT

- 1. THE PROJECT GEOTECHNICAL REPORT PREPARED BY CORNERSTONE EARTH GROUP, DATED NOVEMBER 2, 2017 SHOULD BE USED AND REFERRED TO FOR ADDITIONAL RECOMMENDATIONS NOT PROVIDED IN THESE NOTES.
2. SITE PREPARATION: AREAS TO BE DEVELOPED SHOULD BE CLEARED OF VEGETATION AND DEBRIS, INCLUDING THAT LEFT BY THE REMOVAL OF OBSOLETE STRUCTURES. TREES AND SHRUBS THAT WILL NOT BE PART OF THE PROPOSED DEVELOPMENT SHOULD BE REMOVED AND THEIR PRIMARY ROOT SYSTEM GRUBBED. CLEARED AND GRUBBED MATERIAL SHOULD BE REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH COUNTY HEALTH DEPARTMENT GUIDELINES.
3. VOIDS CREATED DURING CLEARING SHOULD BE BACKFILLED WITH ENGINEERED FILL AS RECOMMENDED HEREIN.
4. STRIPPING, AREAS TO BE GRADED SHOULD BE STRIPPED OF THE UPPER FEW INCHES OF SOIL CONTAINING ORGANIC MATTER. SOIL CONTAINING MORE THAN THREE PERCENT BY WEIGHT ORGANIC MATTER SHOULD BE CONSIDERED ORGANIC. SURFICIAL STRIPPING SHOULD EXTEND ABOUT 3 TO 6 INCHES BELOW EXISTING GRADE IN VEGETATED AREAS. THE ACTUAL STRIPPING DEPTHS SHOULD BE DETERMINED BY REPRESENTATIVE OF THE GEOTECHNICAL ENGINEER IN THE FIELD AT THE TIME OF STRIPPING. THE STRIPPING SHOULD BE REMOVED FROM THE SITE OR IS SUITABLE STOCKPILED FOR RE-USE AS TOPSOIL IN LANDSCAPING.
5. AT ALL TIMES, TEMPORARY CONSTRUCTION EXCAVATIONS SHOULD CONFORM TO THE REGULATIONS OF THE DATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS, DIVISIONS OF INDUSTRIAL SAFETY OR OTHER STRICTER GOVERNING REGULATIONS.
6. ALL FILL MATERIALS SHOULD BE FREE OF PERISHABLE MATTER AND ROCKS OR LUMPS OVER 6 INCHES IN DIAMETER, AND MUST BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO USE.
7. WE JUDGE THE ON-SITE SOILS GENERALLY SUITABLE FOR USE AS GENERAL FILL BUT WILL NOT BE SUITABLE FOR USE AS NON-EXPANSIVE FILL UNLESS THEY ARE CHEMICALLY TREATED.
8. IN GENERAL, IMPORTED FILL, IF NEEDED SHOULD BE INORGANIC WITH A PLASTICITY INDEX (PI) OF 15 OR LESS, AND NOT CONTAIN RECYCLED ASPHALT CONCRETE WHERE IT WILL BE USED WITHIN THE BUILDING AREA. THE GEOTECHNICAL ENGINEER SHOULD APPROVE IMPORTED MATERIAL PRIOR TO USE AS COMPACT FILL. THE GRADING CONTRACTOR IS RESPONSIBLE FOR SUBMITTING, AT LEAST 5 DAYS IN ADVANCE OF ITS INTENDED USE, SAMPLES OF THE PROPOSED IMPORT MATERIALS FOR LABORATORY TESTING AND APPROVAL BY THE SOIL ENGINEER.
9. APPROVED FILL MATERIAL SHOULD BE PLACED IN 8-INCH LIFTS. UNIFORMLY MOISTURE-CONDITIONED TO NEAR OPTIMUM AND PROPERLY COMPACTED. FILL PLACEMENT, MOISTURE CONDITIONING, AND COMPACTION SHOULD BE IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.
10. ALL STRUCTURE FILLS, INCLUDING THOSE PLACED TO ESTABLISH SITE SURFACE DRAINAGE, SHOULD BE COMPACTED TO AT LEAST 90 PERCENT RELATIVE COMPACTION OR PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.
11. EXPANSIVE SOILS USED AS FILL SHOULD BE MOISTURE-CONDITIONED TO AT LEAST 3 PERCENT ABOVE OPTIMUM PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.
12. IN GENERAL, CUT AND FILL SLOPES SHOULD BE DESIGNED AND CONSTRUCTED AT SLOPE GRADIENTS OF 3:1 (HORIZONTAL TO VERTICAL) OR FLATTER, UNLESS OTHERWISE APPROVED BY THE GEOTECHNICAL ENGINEER IN SPECIFIED AREAS.

GRADING NOTES

- 1. ALL GRADING SHALL BE DONE IN ACCORDANCE WITH RECOMMENDATIONS IN THE GEOTECHNICAL AND FOUNDATION INVESTIGATION PREPARED FOR THIS SITE.
2. CONTRACTOR SHALL DETERMINE HIS OWN EARTH QUANTITIES AND BASE HIS BID ACCORDINGLY.
3. TOP OF CURB ELEVATION IS 0.5' ABOVE THE A.C. PAVING AND SPOT ELEVATIONS ARE TO FINISHED SURFACE (UNLESS OTHERWISE NOTED).
4. COMPACTION TO BE DETERMINED USING ASTM D1557, LATEST EDITION LABORATORY TEST PROCEDURE.
5. ALL UTILITY STRUCTURES INCLUDING, BUT NOT LIMITED TO MANHOLES, CATCH BASINS, WATER VALVES, FIRE HYDRANTS, TELEPHONE AND ELECTRIC VAULTS, AND PULL BOXES, THAT LIE WITHIN THE PUBLIC RIGHT-OF-WAY EASEMENTS OR AREAS AFFECTED BY WORK ON THIS PROJECT SHALL BE ADJUSTED TO GRADE BY THE CONTRACTOR OR THE RESPECTIVE UTILITY COMPANY FOR WHICH THE CONTRACTOR IS RESPONSIBLE TO AFFECT COORDINATION.
6. THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, THE ENGINEER CAN NOT ASSUME RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THEIR DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED, BUT ARE NOT SHOWN ON THESE DRAWINGS.
7. CONTRACTOR SHALL UNCOVER AND EXPOSE ALL EXISTING UTILITY AND SEWER LINES WHERE THEY ARE TO BE CROSSED, ABOVE OR BELOW, BY THE NEW FACILITY BEING CONSTRUCTED IN ORDER TO VERIFY THE GRADE AND TO ASSURE THAT THERE IS SUFFICIENT CLEARANCE. PIPE SHALL NOT BE STRUNG NOR TRENCHING COMMENCED UNTIL ALL CROSSINGS HAVE BEEN VERIFIED FOR CLEARANCE. IF THE CONTRACTOR FAILS TO FOLLOW THIS PROCEDURE, HE WILL BE SOLELY RESPONSIBLE FOR ANY EXTRA WORK OR MATERIAL REQUIRED IF MODIFICATIONS TO THE DESIGN ARE NECESSARY.
8. THE CONTRACTOR SHALL SET HIS STRING OR WIRE THROUGH AT LEAST THREE GRADE STAKES TO VERIFY GRADE. IF THE STAKES DO NOT PRODUCE A UNIFORM GRADE, NOTIFY THE ENGINEER IMMEDIATELY AND HAVE THE GRADES CHECKED PRIOR THE TRENCHING OR PLACEMENT OF CONCRETE.
9. ALL WORK, IN THE PUBLIC RIGHT-OF-WAY, SHALL CONFORM TO THE CALTRANS STANDARD SPECIFICATIONS AND REQUIREMENTS.

EROSION AND SEDIMENT CONTROL MEASURES

- 1. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE EFFECTIVE FOR THE DURATION OF CONSTRUCTION.
2. AFTER THE UNDERGROUND STORM DRAIN SYSTEM IS INSTALLED, THE CATCH BASINS WILL BE INSTALLED (AS SOON AS PRACTICAL) AND ROCK BARRIER BAGS WILL BE PLACED AROUND THOSE CATCH BASINS AS SHOWN ON THIS PLAN UNTIL THIS SITE IS PAVED.
3. SHOULD THE ON-SITE STORM DRAINS NOT BE INSTALLED COMPLETELY BY OCTOBER 15, THE CONTRACTOR SHALL CONSTRUCT TEMPORARY SEDIMENT BASINS AT THE EXISTING STORM PIPES STUBBED TO THE SITE.
4. PERSON RESPONSIBLE FOR IMPLEMENTATION OF EROSION AND SEDIMENTATION PLAN.
NAME: TBD
ADDRESS: TBD
TELEPHONE: TBD
5. THE CONTRACTOR SHALL PLACE 3"-6" COARSE AGGREGATE AS A GRAVEL ROADWAY (12" MIN. THICK FOR THE FULL WIDTH AND 50 FEET LONG) AT EACH D/W ENTRANCE TO SITE. ANY MUD THAT IS TRACKED ONTO PUBLIC STREETS SHALL BE REMOVED THAT SAME DAY AND AS REQUIRED BY THE CITY OF AMERICAN CANYON.
6. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL DISTURBED AREAS ARE STABILIZED AND CHANGES TO THIS EROSION AND SEDIMENT CONTROL PLAN SHALL BE MADE TO MEET FIELD CONDITIONS ONLY WITH THE APPROVAL OF OR AT THE DIRECTION OF THE CITY ENGINEER.
7. ALL PAVED AREAS SHALL BE KEPT CLEAR OF EARTH MATERIAL AND DEBRIS. THE SITE SHALL BE MAINTAINED SO AS TO MINIMIZE SEDIMENT-LADEN RUN-OFF TO ANY STORM DRAINAGE SYSTEM.
8. ALL EROSION CONTROL FACILITIES MUST BE INSPECTED AND REPAIRED AT THE END OF EACH WORKING DAY.
9. SEDIMENT BASINS SHALL BE CLEANED OUT WHENEVER SEDIMENT REACHES THE SEDIMENT CLEANOUT LEVEL INDICATED ON THE PLANS.
10. BORROW AREAS AND TEMPORARY STOCKPILES SHALL BE PROTECTED WITH APPROPRIATE EROSION CONTROL MEASURES TO THE SATISFACTION OF THE CITY ENGINEER.
11. ALL CUT AND FILL SLOPES ARE TO BE PROTECTED TO PREVENT OVERBANK FLOW.
12. INLETS WHICH ARE NOT USED IN CONJUNCTION WITH ROCK BARRIER BAGS OR SEDIMENT BASINS SHOULD BE COVERED, OR OTHERWISE ADJUSTED TO PREVENT INFLOW, UNLESS THE AREA DRAINED IS UNDISTURBED OR STABILIZED.

DUST ABATEMENT NOTES:

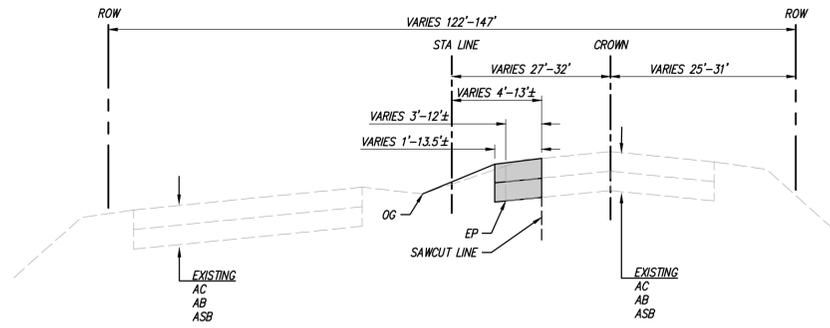
- THE CONSTRUCTION CONTRACTOR IS REQUIRED TO IMPLEMENT A DUST ABATEMENT PROGRAM. ELEMENTS OF THIS PROGRAM SHALL INCLUDE THE FOLLOWING.
1. WATER ALL ACTIVE CONSTRUCTION AREAS AT LEAST TWICE DAILY;
2. COVER ALL TRUCKS HAULING SOIL, SAND, AND OTHER LOOSE MATERIALS OR REQUIRE ALL TRUCKS TO MAINTAIN AT LEAST TWO FEET OF FREEBOARD (I.E. THE MINIMUM REQUIRED SPACE BETWEEN THE TOP OF THE LOAD AND THE TOP OF THE TRAILER);
3. PAVE, APPLY WATER THREE TIMES DAILY, OR APPLY (NON-TOXIC) SOIL STABILIZERS ON ALL UNPAVED ACCESS ROADS, PARKING AREAS AND STAGING AREAS AT CONSTRUCTION SITE;
4. SWEEP DAILY (PREFERABLY WITH WATER SWEEPERS) ALL PAVED ACCESS ROADS, PARKING AREAS, AND AREAS AT CONSTRUCTION SITE;
5. SWEEP STREETS DAILY (PREFERABLY WITH WATER SWEEPERS) IF VISIBLE SOIL MATERIAL IS CARRIED ONTO ADJACENT PUBLIC STREETS;
6. HYDROSEED OR APPLY (NON-TOXIC) SOIL STABILIZERS TO INACTIVE CONSTRUCTION AREAS (PREVIOUSLY GRADED AREAS INACTIVE FOR TEN DAYS OR MORE);
7. ENCLOSE, COVER, WATER TWICE DAILY OR APPLY (NON-TOXIC) SOIL STABILIZER TO EXPOSED STOCKPILES (DIRT, SAND, ETC.);
8. LIMIT TRAFFIC SPEEDS ON UNPAVED ROADS TO 15 MILES PER HOUR;

Table with columns for NO., REVISION, and DATE. Includes a grid for tracking changes and a revision history table.



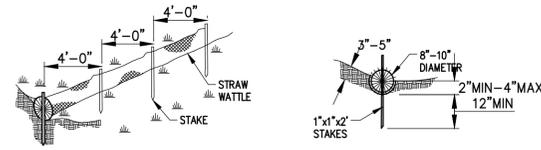
KIER+WRIGHT logo and contact information: 2850 Collier Canyon Road, Livermore, CA 94551. Phone: (925) 245-6788, www.kierwright.com

NOTES HIGHWAY 29 IMPROVEMENT PLANS AMERICAN CANYON, CALIFORNIA. Includes project title, date (JULY, 2021), scale (AS SHOWN), designer (KAS), job no. (A13631-32), sheet (C2.0), and page (Page 2 of 23).



HIGHWAY 29
STA: 180+76 TO 188+65

NOT TO SCALE



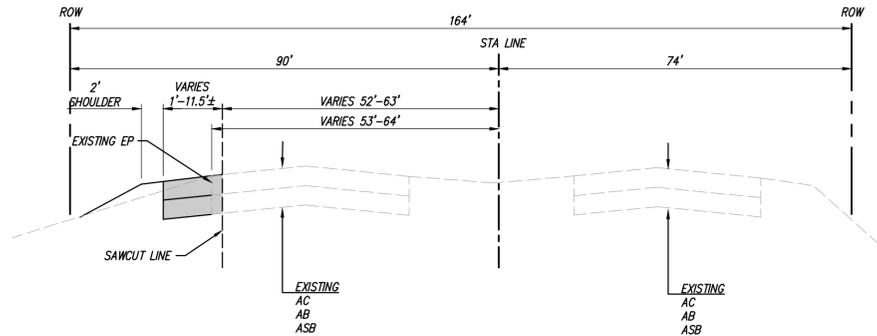
NOTE:

1. STRAW WATTLES ARE TUBES MADE FROM STRAW BOUND W/BIO-DEGRADABLE NETTING. NO PLASTIC MATERIALS ALLOWED. THEY ARE APPROX. 8"-10" DIA AND 20-30 FT LONG.
2. STRAW WATTLES TRAP SEDIMENT AND REDUCE SHEET AND HILL EROSION BY REDUCING SLOPE GRADIENT, INCREASING INFILTRATION RATES AND BY PRODUCING A FAVORABLE ENVIRONMENT FOR PLANT ESTABLISHMENT.
3. STRAW WATTLE INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE WATTLE IN A TRENCH 2"-4" DEEP, DUG ON CONTOUR. RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND WATTLE.
4. IF MORE THAN ONE FIBER ROLL IS PLACED IN A ROW, THE ROLLS MUST BE OVERLAPPED, NOT ABUTTED.
5. TURN THE ENDS OF THE FIBER ROLL UP-SLOPE TO PREVENT RUNOFF FROM GOING AROUND THE ROLL.

"WILDLIFE FRIENDLY" STRAW WATTLE
SEDIMENT TRAP/FILTER

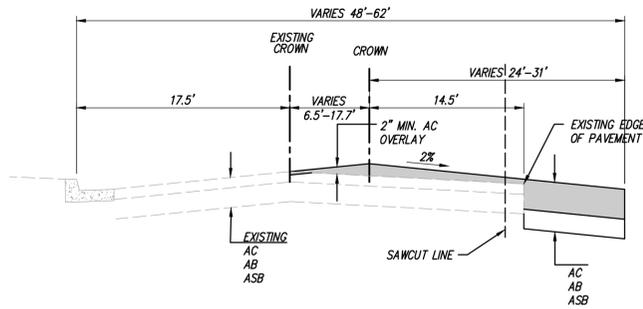
NOT TO SCALE

1



HIGHWAY 29
STA: 192+73 TO 197+65

NOT TO SCALE



SOUTH KELLY
STA: 6+00 TO 10+00

NOT TO SCALE

NO.	REVISION
1	CALTRANS SUBMITTAL 07/08/2021

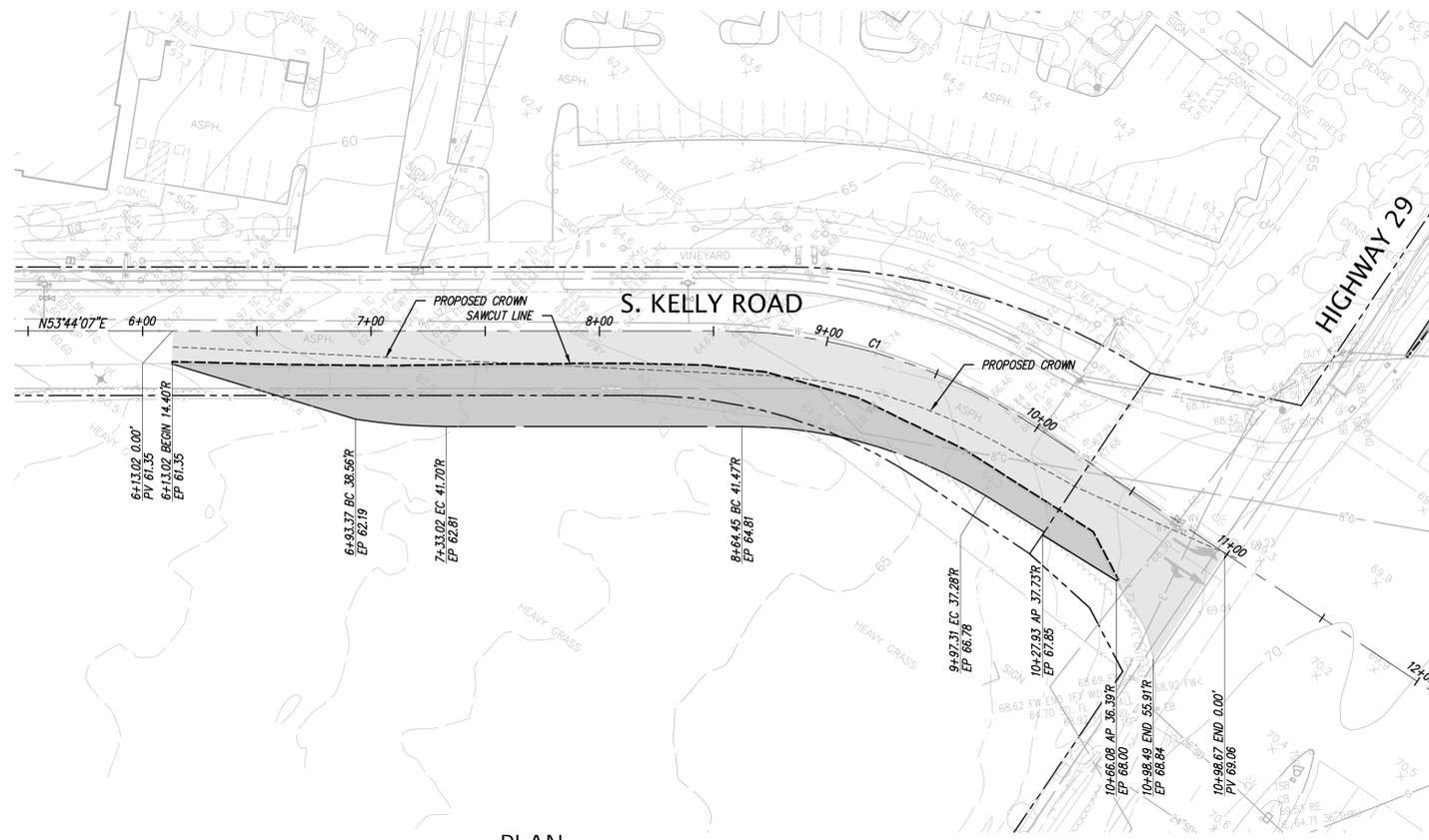


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Livermore, CA 94551
Phone: (925) 245-6788
www.kierwright.com

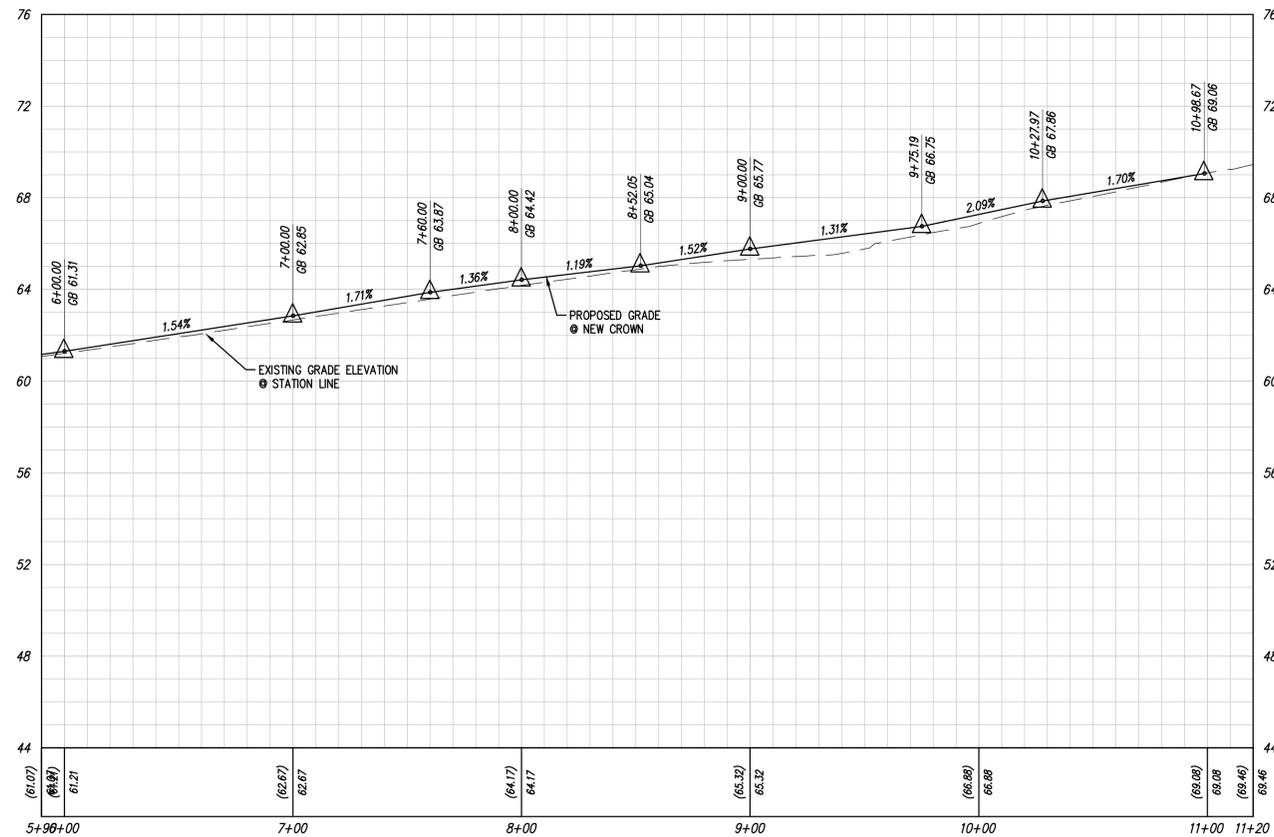
CALIFORNIA

DETAILS
HIGHWAY 29
IMPROVEMENT PLANS
AMERICAN CANYON,

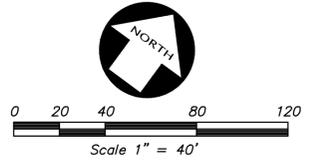
DATE	JULY, 2021
SCALE	AS SHOWN
DESIGNER	KAS
JOB NO.	A13631-32
SHEET	C3.0
OF	7 SHEETS



PLAN
SCALE: 1" = 40'



PROFILE
1" = 40' HORIZ.
1" = 4' VERT.



CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	250.00'	33°41'24"	147.00'

KEY NOTES

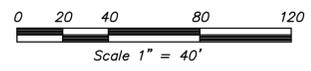
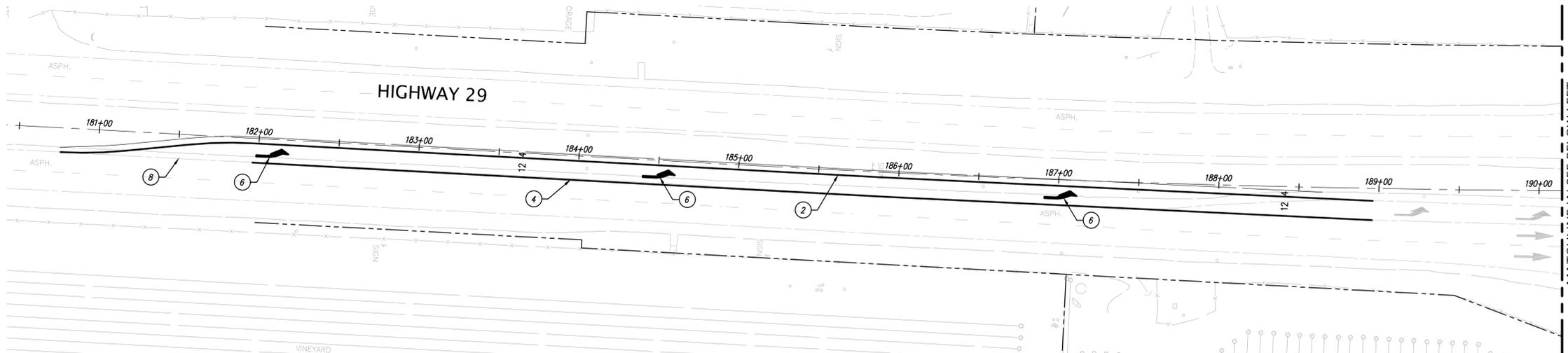
- 1 CURB RAMP PER CALTRANS AB8A CASE A

NO.	REVISION
1	CALTRANS SUBMITTAL 07/08/2021

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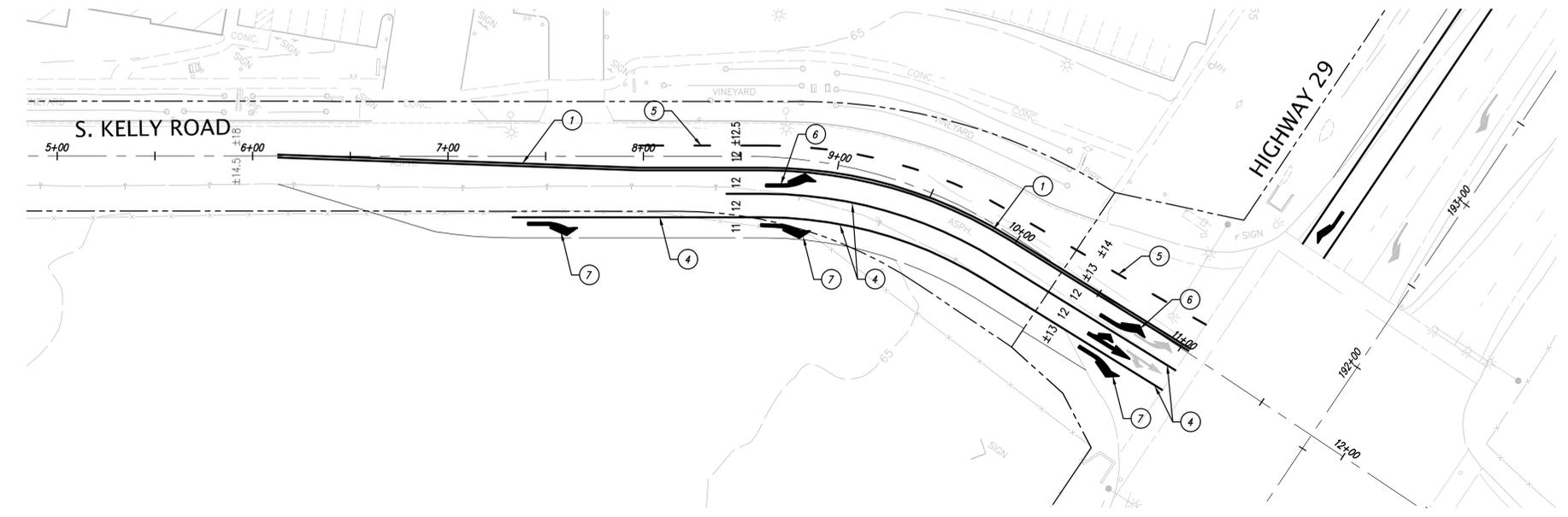
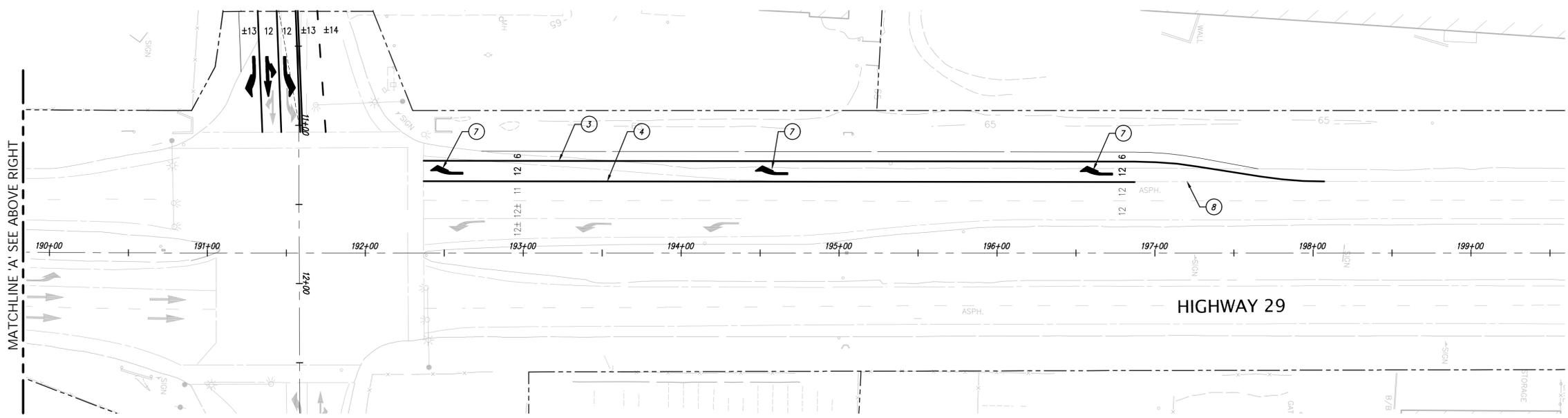
SOUTH KELLY ROAD - STA 6+00 TO 11+00
 HIGHWAY 29
 IMPROVEMENT PLANS
 AMERICAN CANYON, CALIFORNIA

DATE	JULY, 2021
SCALE	AS SHOWN
DESIGNER	KAS
JOB NO.	A13631-32
SHEET	C5.0
OF	7 SHEETS



KEY NOTES

- 1 CALTRANS RSP A20A DETAIL 21
- 2 CALTRANS RSP A20B DETAIL 24
- 3 CALTRANS RSP A20B DETAIL 27B
- 4 CALTRANS RSP A20D DETAIL 38A
- 5 CALTRANS RSP A20D DETAIL 40
- 6 TYPE IV ARROW (L) PER CALTRANS A24A
- 7 TYPE IV ARROW (R) PER CALTRANS A24A
- 8 REMOVE STRIPE



NO.	BY	REVISION
	JAM	CALTRANS SUBMITTAL 07/08/2021



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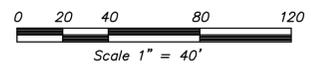
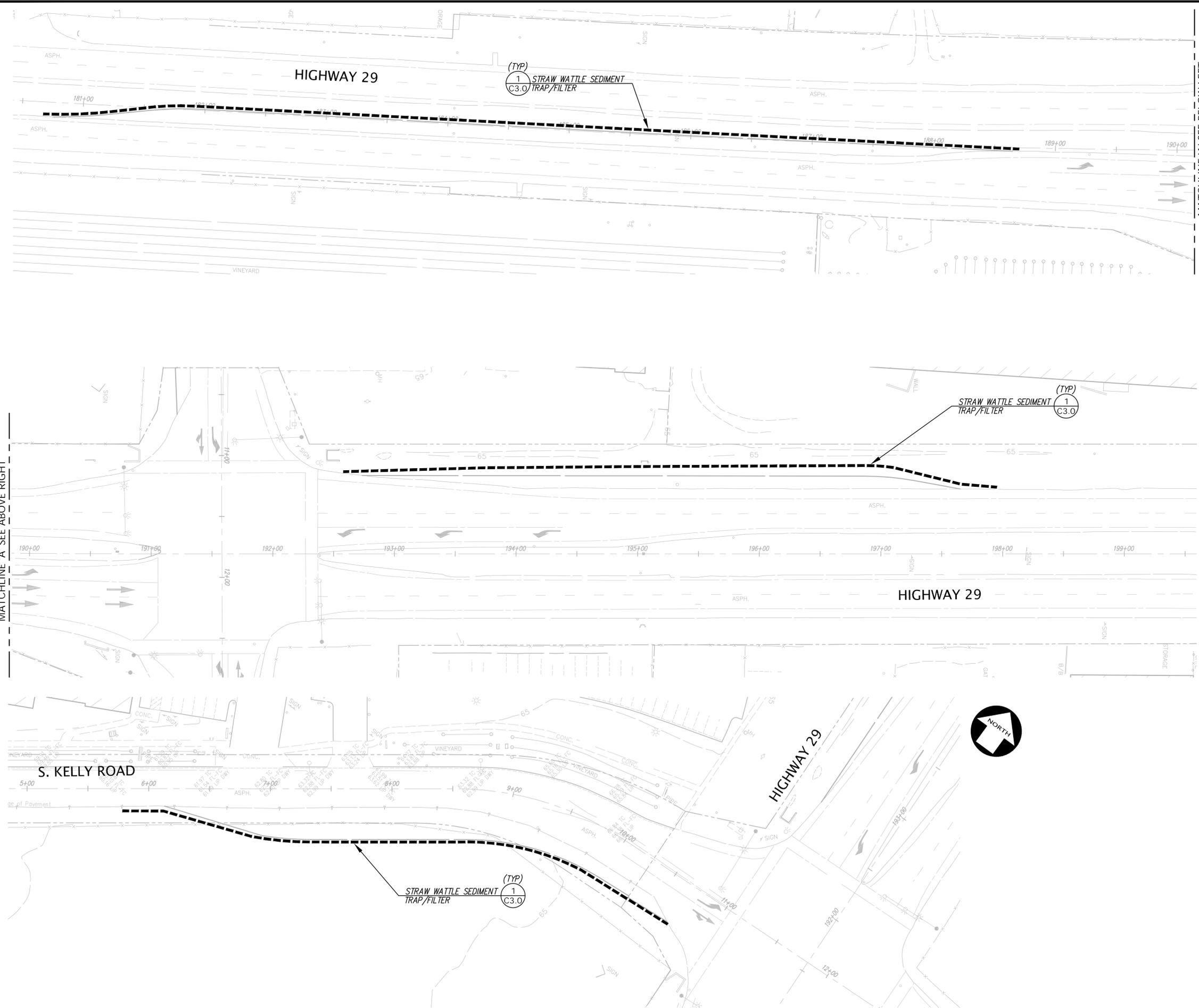
2850 Collier Canyon Road
Livermore, CA 94551

Phone: (925) 245-6788
www.kierwright.com

SIGNING AND STRIPING
HIGHWAY 29
IMPROVEMENT PLANS
AMERICAN CANYON,
CALIFORNIA

DATE	JULY, 2021
SCALE	1" = 40'
DESIGNER	KAS
JOB NO.	A13631-32
SHEET	C6.0
OF	7 SHEETS

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LEGEND



NO.	BY	REVISION
	JAM	CALTRANS SUBMITTAL 07/08/2021



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EROSION CONTROL PLAN
 HIGHWAY 29
 IMPROVEMENT PLANS
 AMERICAN CANYON,
 CALIFORNIA

DATE	JULY, 2021
SCALE	1" = 40'
DESIGNER	KAS
JOB NO.	A13631-32
SHEET	C7.0
OF	7 SHEETS

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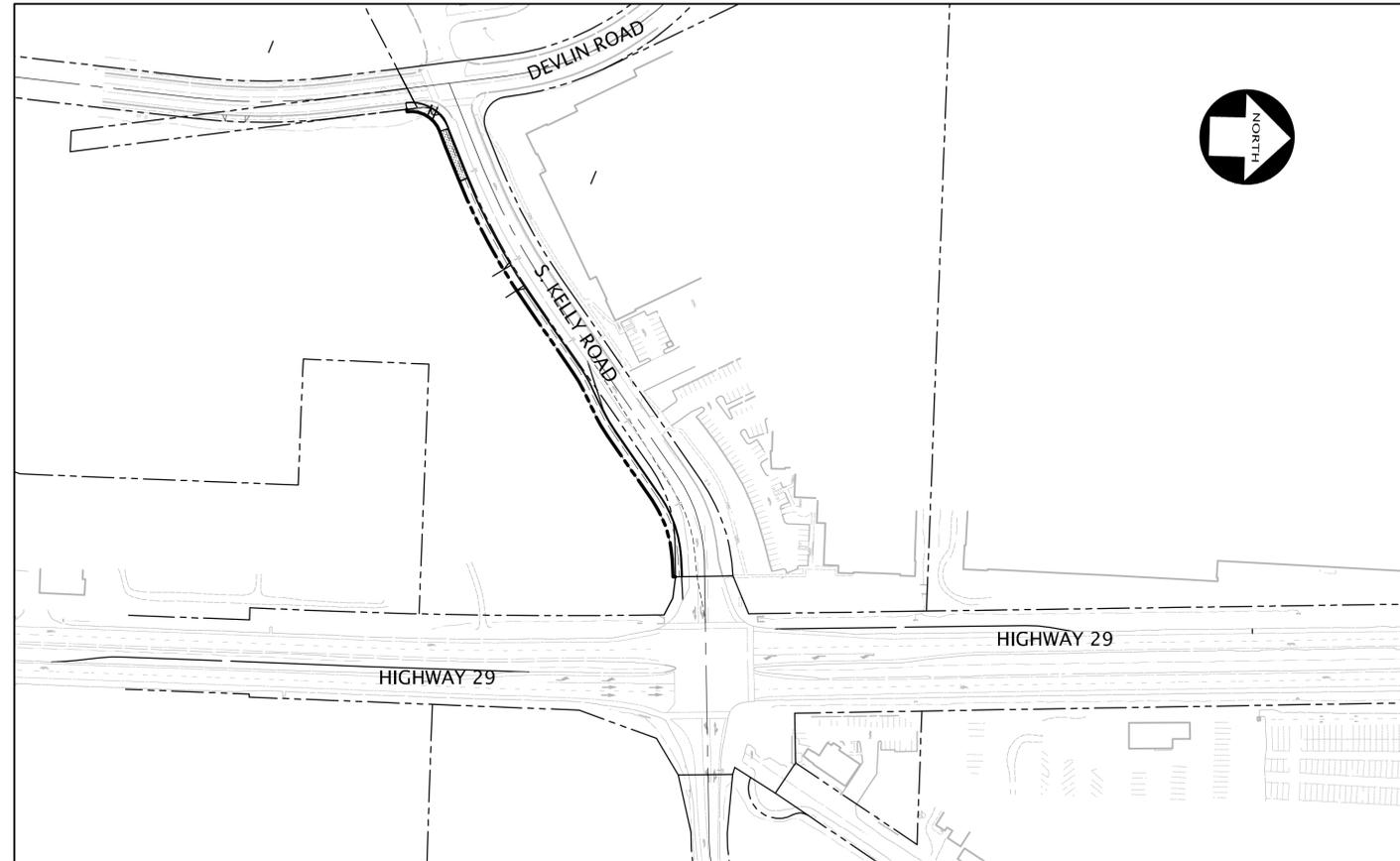
STREET IMPROVEMENT PLANS OF SOUTH KELLY ROAD AMERICAN CANYON, NAPA COUNTY, CALIFORNIA JULY, 2021

ABBREVIATIONS

AD	AREA DRAIN
ARV	AIR RELEASE VALVE
AVP	AIR VALVE POST
ASR	AUTOMATIC SPRINKLER RISER
BFPD	BACKFLOW PREVENTION DEVICE
BOV	BLOWOFF VALVE
BW	BACK OF WALK
BLDG	BUILDING
BL	BUILDING LINE
C	CONCRETE
CB	CATCH BASIN
CATVB	CABLE TELEVISION BOX
CTB	CALTRANS BOX
CB	CATCH BASIN
COTG	CLEANOUT TO GRADE
DS	DOWN SPOUT
ESMT	EASEMENT
EW	EDGE OF WALK
EB	ELECTRIC BOX
FB	FACE OF BERM
FC	FACE OF CURB
FF	FINISHED FLOOR
FH	FIRE HYDRANT
FL	FLOW LINE
FOM	FIBER OPTICS MARKER
GM	GAS METER
GV	GAS VALVE
GB	GRADE BREAK
GA	GUY ANCHOR
HP	HIGH POINT
IE	INVERT ELEVATION
IB	IRRIGATION BOX
JP	JOINT POWER POLE
LT	LIGHT
LP	LOW POINT
OF	OVERFLOW
PV	PAVEMENT
POC	POINT OF CONNECTION
PIV	POST INDICATOR VALVE
PP	POWER POLE
RWL	RAIN WATER LEADER
R	RIDGE
RE	RIM ELEVATION
RD	ROOF DRAIN
SSCO	SANITARY SEWER CLEANOUT
SSMH	SANITARY SEWER MANHOLE
SMH	SPRINT MANHOLE
SM	SPRINT MARKER
SDMH	STORM DRAIN MANHOLE
SDJB	STORM DRAIN JUNCTION BOX
SL	STREET LIGHT
SLB	STREET LIGHT BOX
SOCB	SIDE OPEN CATCH BASIN
SWL	SWALE
TB	TELEPHONE BOX
TC	TOP OF CURB
T	TRANSFORMER
TSB	TRAFFIC SIGNAL BOX
TSP	TRAFFIC SIGNAL POLE
TE	TRASH ENCLOSURE
WB	WATER BOX
WM	WATER METER
WV	WATER VALVE

LEGEND

PROPOSED	EXISTING	
		ASPHALT BERM
		BLOCK/RETAINING WALL
		BACKFLOW PREVENTION DEVICE
		BUILDING LINE
		CONCRETE FLUSH CURB
		CONCRETE CURB
		CONCRETE CURB CUT
		CONCRETE CURB & GUTTER
		CONTOUR LINE
		DRIVEWAY
		EDGE OF PAVEMENT
		ELECTRIC LINE
		ELECTROLUER
		FENCE LINE
		FIRE SERVICE & VALVE
		FIRE HYDRANT
		FIBER OPTICS LINE
		GAS LINE-VALVE & METER
		GUARD RAIL
		JOINT TRENCH LINE
		LOT LINE
		MONUMENT/MONUMENT LINE
		OVERHEAD POWER LINE
		PERFORATED STORM DRAIN PIPE
		POST INDICATOR VALVE
		POWER POLE/JOINT POLE
		PROPERTY LINE
		RAINWATER LEADER
		SANITARY SEWER-MANHOLE & CLEANOUT
		SIDEWALK
		STORM DRAIN-MANHOLE & CATCH BASIN
		SPOT ELEVATION
		TELEPHONE LINE
		THRU CURB DRAIN
		TRAFFIC SIGN
		TRANSFORMER
		TREE
		UTILITY BOX
		WATER LINE & VALVE



KEY MAP

SCALE 1" = 150'

UTILITY PROVIDERS

WATER:	CITY OF AMERICAN CANYON
SEWER:	CITY OF AMERICAN CANYON
GAS & ELECTRIC:	PACIFIC GAS AND ELECTRIC
TELEPHONE:	AT&T
CABLE TELEVISION:	COMCAST CABLE

BASIS OF BEARINGS

THE BEARING OF SOUTH 88°52'35" EAST, TAKEN ON THE MONUMENT LINE OF TOWER ROAD AS SHOWN ON MAP NO. 4929, FILED FOR RECORD IN BOOK 31 OF SURVEYS AT PAGES 8-10, NAPA COUNTY RECORDS, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP.

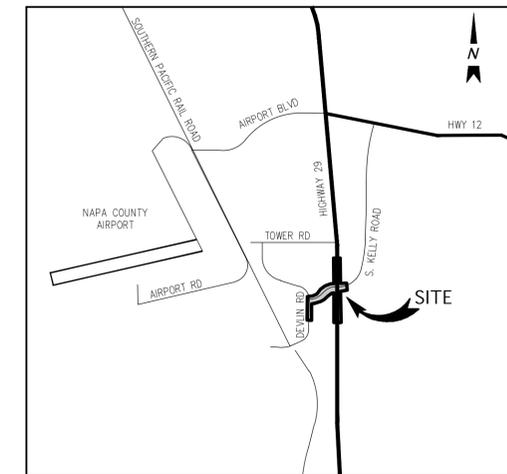
PROJECT BENCHMARK

BENCHMARK: MONUMENT ON DEVLIN ROAD NORTH OF KELLY ROAD. ELEVATION= 56.22 NGVD 29

APPROVED FOR CONFORMANCE TO CITY ENGINEERING STANDARDS, SPECIFICATIONS, AND APPURTENANT CONDITIONS OF APPROVAL

ERICA AHMANN SMITHIES, P.E., 65468
PUBLIC WORKS DIRECTOR/CITY ENGINEER
CITY OF AMERICAN CANYON, CALIFORNIA

DATE



VICINITY MAP

NOT TO SCALE

SHEET INDEX

SHEET	DESCRIPTION
C1.0	COVER SHEET
C1.1	NOTES
C2.1	DETAILS
C3.1	TYPICAL CROSS SECTIONS
C4.0	SOUTH KELLY ROAD - STA 1+00 TO 11+00
C5.0	SIGNING AND STRIPING
C6.0	EROSION CONTROL PLAN

DEVELOPER: ERNIE KNODEL
ORCHARD PARTNERS, LLC
3697 MT. DIABLO BOULEVARD, SUITE 200
LAFATETTE, CA 94549
(415) 272-5252

CIVIL ENGINEER: ADAM MAHONEY
KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.
2850 COLLIER CANYON ROAD
LIVERMORE, CALIFORNIA 94551
(925) 245-8788

SURVEYOR: JOSEPH D. THOMPSON
KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.
2850 COLLIER CANYON ROAD
LIVERMORE, CALIFORNIA 94551
(925) 245-8788

GEOTECHNICAL: DANH TRAN
CORNERSTONE EARTH GROUP
1259 OAKMEAD PKWY
SUNNYVALE CA 94085
(408) 245-4600

TRAFFIC: CHRIS KINZEL
TJKM
4305 HACIENDA DR
PLEASANTON, CA 94588
(925) 463-0611



Know what's below.
Call before you dig.

PRELIMINARY NOT FOR CONSTRUCTION

COVER SHEET

S. KELLY ROAD AT HIGHWAY 29
STREET IMPROVEMENT PLANS
AMERICAN CANYON, CALIFORNIA

DATE FEBRUARY, 2021

SCALE AS SHOWN

DESIGNER KAS

JOB NO. A13631-32

SHEET C1.0

OF 7 SHEETS

Page 8 of 23

NO.	REVISION
1	CITY SUBMITTAL - 02/12/2021
2	CITY SUBMITTAL - 07/08/2021



KIER+WRIGHT
2850 Collier Canyon Road
Livermore, CA 94551
Phone: (925) 245-8788
www.kierwright.com

CITY OF AMERICAN CANYON CONSTRUCTION NOTES:

- 1. CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY REPRESENTATIVES HARMLESS FROM ANY AND ALL LIABILITY, REAL AND/OR ALLEGED, IN CONJUNCTION WITH THE PERFORMANCE OF THIS PROJECT.
2. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING STRUCTURES AND UTILITIES DURING CONSTRUCTION.
3. CONTRACTOR SHALL VERIFY LOCATIONS, LEVELS, DISTANCES, AND FEATURES THAT MAY AFFECT THE WORK. SHOULD EXISTING CONDITIONS DIFFER FROM THOSE SHOWN OR INDICATED, OR IF IT APPEARS THAT THESE PLANS, STANDARD SPECIFICATIONS, AND SPECIAL PROVISIONS DO NOT ADEQUATELY DETAIL THE WORK TO BE DONE, CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONTINUING WITH ANY RELATED WORK. NO ALLOWANCE WILL BE MADE IN HIS BEHALF FOR ANY EXTRA EXPENSE RESULTING FROM FAILURE OR NEGLIGENCE IN DETERMINING THE CONDITIONS UNDER WHICH WORK IS TO BE PERFORMED. NOTED DIMENSIONS TAKE PRECEDENCE OVER SCALE.
4. A SET OF SIGNED BLUEPRINTS AND A SET OF SPECIFICATIONS WILL BE KEPT AT ALL TIMES AT THE JOB SITE ON WHICH ALL CHANGES OR VARIATIONS IN THE WORK, INCLUDING ALL EXISTING UTILITIES, ARE TO BE RECORDED AND/OR CORRECTED DAILY AND SUBMITTED TO THE CITY ENGINEER WHEN THE WORK TO BE DONE IS COMPLETED.
5. CONTRACTOR TO EXPOSE AND CHECK LOCATIONS OF EXISTING INVERTS PRIOR TO CONSTRUCTION.
6. CONTRACTOR SHALL NOTIFY ALL PUBLIC OR PRIVATE UTILITY COMPANIES 48 HOURS PRIOR TO COMMENCEMENT OF WORK ADJACENT TO EXISTING UTILITY LINES UNLESS ENCROACHMENT PERMIT SPECIFIES OTHERWISE.
7. CONTRACTOR SHALL CONTACT THE CITY'S DIRECTOR OF PUBLIC WORKS, OR HIS DESIGNEE, TO ARRANGE A PRE-CONFERENCE FOR THE PURPOSE OF REVIEWING JOB REQUIREMENTS AND CITY PROCEDURES.
8. PRIOR TO THE START OF CONSTRUCTION, CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (800-642-2444) FOR THE LOCATION OF EXISTING UTILITY FACILITIES.
9. ALL MATERIALS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR UNLESS OTHERWISE NOTED.
10. CONTRACTOR SHALL COORDINATE ALL NECESSARY UTILITY RELOCATIONS, IF REQUIRED, WITH THE APPROPRIATE UTILITY COMPANIES.
11. CONTRACTOR SHALL NOTIFY THE DIRECTOR OF PUBLIC WORKS AT LEAST 72 HOURS IN ADVANCE OF COMMENCEMENT OF ANY PART OF THE WORK.
12. PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES, CONTRACTOR SHALL LOCATE, BY EXCAVATION, EXISTING WATER FACILITIES TO ASCERTAIN VERTICAL AND HORIZONTAL POSITION. IF CONFLICTS ARISE, DEVELOPER'S ENGINEER SHALL SUBMIT AN ALTERNATE DESIGN ACCEPTABLE TO THE CITY'S DIRECTOR OF PUBLIC WORKS.
13. CONTRACTOR SHALL PROVIDE RECORD DRAWINGS PER CITY OF AMERICAN CANYON REQUIREMENTS.

CALTRANS GENERAL NOTES

- 1. ALL CONSTRUCTION SHALL CONFORM TO THESE PLANS, CALTRANS STANDARD DETAILS AND SPECIFICATION, DATED JULY 2015, THE STANDARD DETAILS AND SPECIFICATIONS OF THE CITY OF AMERICAN CANYON, DATED 1995 THE COUNTY OF NAPA STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION, WHERE APPLICABLE.
2. THE ENGINEER SHALL PROVIDE STAKING TO ESTABLISH GRADE AS PROVIDED FOR IN THE PROJECT SPECIFICATIONS.
3. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER 48 HOURS PRIOR TO REQUIRED INSPECTIONS AND CONSTRUCTION STAKING.
4. CONTRACTOR SHALL KEEP THE NAPA COUNTY SHERIFF, AMERICAN CANYON FIRE DISTRICT, AND ENGINEER INFORMED DAILY REGARDING EXCAVATIONS, BARRICADES, AND DETOURS.
5. CONTRACTOR SHALL LEAVE EMERGENCY TELEPHONE NUMBERS WITH THE ABOVE DEPARTMENTS AND ENGINEER.
6. THE CONTRACTOR SHALL KEEP EXISTING STREETS FREE FROM DIRT AND DEBRIS DURING ALL PHASES OF CONSTRUCTION.
7. THE CONTRACTOR SHALL PROVIDE DUST CONTROL AT ALL TIMES. PRIOR TO OBTAINING WATER FROM FIRE HYDRANTS, THE CONTRACTOR SHALL OBTAIN A HYDRANT WATER METER FROM THE CALIFORNIA WATER SERVICE COMPANY (OR CITY WATER RESOURCES DIVISION, WHERE APPROPRIATE).
8. THE CONTRACTOR SHALL MAINTAIN ACCESS TO PLACES OF RESIDENCE AND BUSINESS ALONG THE STREETS TO BE REPAIRED THROUGHOUT THE LIFE OF THE CONTRACT. ALL STREETS SHALL BE FULLY OPEN TO THROUGH TRAFFIC BETWEEN THE HOURS OF 3:30 PM AND 7:00 AM.
9. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) 800-227-2600, 48 HOURS PRIOR TO START OF EXCAVATION OR DEMOLITION OF IMPROVEMENTS SO THAT UTILITIES MAY BE NOTIFIED AND LINES MARKED.
10. THE CONTRACTOR WILL BE REQUIRED TO PAY ANY ADDITIONAL FEES FOR INSPECTION OF ANY WORK PERFORMED OUTSIDE OF THE CITY'S NORMAL WORKING HOURS. SAID FEE WILL BE IN ACCORDANCE WITH THE LATEST PUBLIC WORKS OVERTIME INSPECTION FEE POLICY AND ARRANGEMENTS FOR INSPECTIONS SERVICES DETERMINED PRIOR TO THE WORK.
11. ANY DAMAGE TO THE EXISTING FACILITIES, INCLUDING LANDSCAPING, IRRIGATION, FENCES, WALLS, SIDEWALK AND OTHER PAVEMENT SURFACES, SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.
12. COMPACTION TESTING WILL BE PERFORMED ON ALL STREET WORK TO VERIFY THAT COMPACTION CONFORMS TO CITY STANDARDS.
13. THE INITIAL TEST AND ONE RETEST WILL BE PERFORMED BY THE CITY (24 HOURS NOTICE REQUIRED). ALL ADDITIONAL TESTING WILL BE AT THE CONTRACTOR'S EXPENSE.
14. ALL RETURN RADI AND CURVE DATA ARE TO FACE OF CURB OR TO CONTROL LINES.

KIER & WRIGHT GENERAL NOTES

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ELEVATIONS OF THE EXISTING STORM DRAINS, SEWERS AND WATER PRIOR TO COMMENCING THE WORK. NOTIFY THE ENGINEER IF ACTUAL IS DIFFERENT FROM PLANS.
2. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THE PROJECT, EXPECTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.
3. TOPOGRAPHY SHOWN ON THE PLANS REPRESENTS APPROXIMATE CONDITIONS AS OF SEPTEMBER 2013.
4. CONTRACTOR SHALL REPLACE OR REPAIR, AT CONTRACTOR'S OWN EXPENSE, ALL DAMAGED, REMOVED, OR OTHERWISE DISTURBED WALLS, FENCES, SERVICES, UTILITIES, IMPROVEMENTS OF FEATURES OF WHATEVER NATURE TO THEIR ORIGINAL CONDITION WHETHER SHOWN ON THE PLANS OR NOT; PROVIDED SUCH REPAIR OR REPLACEMENT IS CAUSED BY CONTRACT WORK OPERATORS.
5. UNAUTHORIZED CHANGES AND USES: THE ENGINEER PREPARING THESE PLAN WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARE OF THESE PLANS.
6. LOCATIONS OF EXISTING UNDERGROUND FACILITIES AND UTILITIES SHOWN ARE APPROXIMATE AND ARE BASED ON FIELD SURVEY AND/OR AVAILABLE UTILITY COMPANY INFORMATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE ACTUAL LOCATION OF UTILITIES PRIOR TO THE COMMENCEMENT OF WORK. AS REQUIRED, PHYSICAL VERIFICATION OF UTILITY LOCATION SHALL BE PERFORMED BY POT HOLING OR HAND DIGGING AND CAREFUL SUBSURFACE PROBING IN CONFORMANCE WITH ARTICLE 6 OF THE CAL/OSHA CONSTRUCTION SAFETY ORDER. ANY DEVIATIONS FROM LOCATIONS SHOWN ON THE PLANS SHALL BE BROUGHT TO THE ENGINEERS ATTENTION BEFORE STARTING CONSTRUCTION.
7. CONSTRUCTION CONTRACTORS SHALL MUFFLE AND SHIELD INTAKES AND EXHAUSTS, SHROUD OR SHIELD IMPACT TOOLS, AND USE ELECTRIC-POWERED RATHER THAN DIESEL-POWERED CONSTRUCTION EQUIPMENT (AS FEASIBLE).
8. ALL STATIONARY NOISE-GENERATING EQUIPMENT SHALL BE LOCATED AS FAR AWAY AS POSSIBLE FROM NEIGHBORING PROPERTY LINES.
9. ALL CONSTRUCTION EQUIPMENT SHALL BE MAINTAINED AND OPERATED ACCORDING TO MANUFACTURER'S MAINTENANCE SCHEDULES AND RECOMMENDATIONS TO MINIMIZE NOISE AND EXHAUST EMISSIONS (PARTICULAR NITROGEN OXIDES).
10. THE DEVELOPER SHALL BE RESPONSIBLE FOR SECURING AND COMPLYING WITH APPROPRIATE PERMITS FROM THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT FOR ANY EQUIPMENT OR PROCESSES THAT COULD RESULT IN EMISSIONS OF CRITERIA, TOXIC OR ODOROUS EMISSIONS.
11. THE CONTRACTOR IS REQUIRED TO HIRE A TESTING LABORATORY TO PERFORM COMPACTION TESTS. THE TEST RESULTS SHALL BE SUBMITTED TO THE CITY'S CONSTRUCTION ENGINEER PRIOR TO ANY OFF-SITE PAVING.
12. GRADING CONTRACTOR SHALL MAINTAIN A WATER TRUCK ON SITE DURING ALL GRADING ACTIVITY TO WATER GRADE MATERIAL AND CONTROL DUST. CONTRACTOR SHALL COVER STOCKPILED DIRT WITH PLASTIC AND ANCHOR THE PLASTIC TO THE GROUND. ALL GRADING, EARTH-MOVING OR EXCAVATION SHALL CEASE WHEN WINDS EXCEED 20 MPH.

CULTURAL RESOURCE NOTES:

- 1. THE PROJECT SPONSOR WILL HIRE A QUALIFIED ARCHAEOLOGIST TO MONITOR ALL EXCAVATION ACTIVITIES, INCLUDING GRADING AND TRENCHING ACTIVITIES, WHO WILL ADVISE THE SPONSOR ON APPROPRIATE EXCAVATION LEVELS, AND CONDUCT SPOT CHECKS OF ALL EXCAVATED MATERIALS AND OPEN EXCAVATION AREAS. THE ARCHAEOLOGIST WILL ALSO BRIEF PROJECT PERSONNEL AND CONSTRUCTION WORKERS ON THE POTENTIAL FOR FINDING ARCHAEOLOGICAL RESOURCES AT THE SITE, PREPARE MATERIALS THAT DESCRIBE THE APPURTENANCE OF POTENTIAL RESOURCES, AND APPRISE PERSONNEL OF THE PROCEDURES TO FOLLOW IF SUCH RESOURCES ARE FOUND.
2. IF ARCHAEOLOGICAL RESOURCES ARE UNCOVERED, WORK AT THE PLACE OF DISCOVERY SHALL BE HALTED IMMEDIATELY, FOR A PERIOD NOT TO EXCEED FOUR WEEKS, AND A QUALIFIED ARCHAEOLOGIST SHOULD EVALUATE THE FIND. PREHISTORIC ARCHAEOLOGICAL SITE INDICATORS INCLUDE; OBSIDIAN AND CHART FLAKES AND CHIPPED STONE TOOLS; GRINDING AND MASHING IMPLEMENTS SUCH AS SLABS AND HANDSTONES, AND MORTARS AND PESTLES; AND LOCALLY DARKENED MIDDEN SOILS CONTAINING SOME OF THE PREVIOUSLY LISTED ITEMS PLUS FRAGMENTS OF BONE AND FIRE AFFECTED STONES. IF THE ARCHAEOLOGICAL RESOURCES ARE DETERMINED BY THE ARCHAEOLOGIST TO BE SIGNIFICANT, THE PROJECT SPONSOR WILL, AFTER CONSULTATION WITH NAPA COUNTY, CONSTRUCT A PUBLICLY ACCESSIBLE HISTORIC DISPLAY THAT DOCUMENTS THE FIND AT THE PROJECT SITE.
3. IF HUMAN REMAINS ARE ENCOUNTERED DURING PROJECT CONSTRUCTION, THE PROJECTS SPONSOR AND/OR ITS EMPLOYEES SHALL NOTIFY THE NAPA COUNTY CORNER'S OFFICE IMMEDIATELY. UPON DETERMINATION BY THE COUNTY CORNER'S THAT THE REMAINS ARE NATIVE AMERICAN, THE CORONER SHALL CONTACT THE CALIFORNIA NATIVE AMERICAN HERITAGE COMMISSION. PURSUANT TO SUBDIVISION(C) OF SECTION 7050.5 OF THE HEALTH AND SAFETY CODE, AND THE COUNTY COORDINATOR OF INDIAN AFFAIRS.

NOTES -GEOTECHINCAL REPORT

- 1. THE PROJECT GEOTECHNICAL REPORT PREPARED BY CORNERSTONE EARTH GROUP, DATED XXXXXXXX SHOULD BE USED AND REFERRED TO FOR ADDITIONAL RECOMMENDATIONS NOT PROVIDED IN THESE NOTES.
2. SITE PREPARATION: AREAS TO BE DEVELOPED SHOULD BE CLEARED OF VEGETATION AND DEBRIS, INCLUDING THAT LEFT BY THE REMOVAL OF OBSOLETE STRUCTURES. TREES AND SHRUBS THAT WILL NOT BE PART OF THE PROPOSED DEVELOPMENT SHOULD BE REMOVED AND THEIR PRIMARY ROOT SYSTEM GRUBBED. CLEARED AND GRUBBED MATERIAL SHOULD BE REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH COUNTY HEALTH DEPARTMENT GUIDELINES.
3. VOIDS CREATED DURING CLEARING SHOULD BE BACKFILLED WITH ENGINEERED FILL AS RECOMMENDED HEREIN.
4. STRIPPING, AREAS TO BE GRADED SHOULD BE STRIPPED OF THE UPPER FEW INCHES OF SOIL CONTAINING ORGANIC MATTER. SOIL CONTAINING MORE THAN THREE PERCENT BY WEIGHT ORGANIC MATTER SHOULD BE CONSIDERED ORGANIC. SURFICIAL STRIPPING SHOULD EXTEND ABOUT 3 TO 6 INCHES BELOW EXISTING GRADE IN VEGETATED AREAS. THE ACTUAL STRIPPING DEPTHS SHOULD BE DETERMINED BY REPRESENTATIVE OF THE GEOTECHNICAL ENGINEER IN THE FIELD AT THE TIME OF STRIPPING. THE STRIPPING SHOULD BE REMOVED FROM THE SITE OR IS SUITABLE STOCKPILED FOR RE-USE AS TOPSOIL IN LANDSCAPING.
5. AT ALL TIMES, TEMPORARY CONSTRUCTION EXCAVATIONS SHOULD CONFORM TO THE REGULATIONS OF THE DATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS, DIVISIONS OF INDUSTRIAL SAFETY OR OTHER STRICTER GOVERNING REGULATIONS.
6. ALL FILL MATERIALS SHOULD BE FREE OF PERISHABLE MATTER AND ROCKS OR LUMPS OVER 6 INCHES IN DIAMETER, AND MUST BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO USE.
7. THE UPPER 6 INCHES OF FILL BENEATH THE BUILDING AREA SHOULD CONSIST OF NON-EXPANSIVE, CRUSHED GRANULAR BASE HAVING AN R-VALUE OF AT LEAST 50 AND NO MORE THAN 10 PERCENT PASSING THE NO. 200 SIEVE, SUCH AS A CLASS 2 AGGREGATE BASE.
8. WE JUDGE THE ON-SITE SOILS GENERALLY SUITABLE FOR USE AS GENERAL FILL BUT WILL NOT BE SUITABLE FOR USE AS NON-EXPANSIVE FILL UNLESS THEY ARE CHEMICALLY TREATED.
9. IN GENERAL, IMPORTED FILL, IF NEEDED SHOULD BE INORGANIC WITH A PLASTICITY INDEX (PI) OF 15 OR LESS, AND NOT CONTAIN RECYCLED ASPHALT CONCRETE WHERE IT WILL BE USED WITHIN THE BUILDING AREA. THE GEOTECHNICAL ENGINEER SHOULD APPROVE IMPORTED MATERIAL PRIOR TO USE AS COMPACT FILL. THE GRADING CONTRACTOR IS RESPONSIBLE FOR SUBMITTING, AT LEAST 5 DAYS IN ADVANCE OF ITS INTENDED USE, SAMPLES OF THE PROPOSED IMPORT MATERIALS FOR LABORATORY TESTING AND APPROVAL BY THE SOIL ENGINEER.
10. APPROVED FILL MATERIAL SHOULD BE PLACED IN 8-INCH LIFTS. UNIFORMLY MOISTURE-CONDITIONED TO NEAR OPTIMUM AND PROPERLY COMPACTED. FILL PLACEMENT, MOISTURE CONDITIONING, AND COMPACTION SHOULD BE IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.
11. ALL STRUCTURE FILLS, INCLUDING THOSE PLACED TO ESTABLISH SITE SURFACE DRAINAGE, SHOULD BE COMPACTED TO AT LEAST 90 PERCENT RELATIVE COMPACTION OR PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.
12. EXPANSIVE SOILS USED AS FILL SHOULD BE MOISTURE-CONDITIONED TO AT LEAST 3 PERCENT ABOVE OPTIMUM PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.
13. IN GENERAL, CUT AND FILL SLOPES SHOULD BE DESIGNED AND CONSTRUCTED AT SLOPE GRADIENTS OF 3:1 (HORIZONTAL TO VERTICAL) OR FLATTER, UNLESS OTHERWISE APPROVED BY THE GEOTECHNICAL ENGINEER IN SPECIFIED AREAS.

GRADING NOTES

- 1. ALL GRADING SHALL BE DONE IN ACCORDANCE WITH RECOMMENDATIONS IN THE GEOTECHNICAL AND FOUNDATION INVESTIGATION PREPARED FOR THIS SITE.
2. CONTRACTOR SHALL DETERMINE HIS OWN EARTH QUANTITIES AND BASE HIS BID ACCORDINGLY.
3. TOP OF CURB ELEVATION IS 0.5' ABOVE THE A.C. PAVING AND SPOT ELEVATIONS ARE TO FINISHED SURFACE (UNLESS OTHERWISE NOTED).
4. COMPACTION TO BE DETERMINED USING ASTM D1557, LATEST EDITION LABORATORY TEST PROCEDURE.
5. STORM DRAIN PIPE WITHIN THE PUBLIC OR PRIVATE STREET RIGHT OF WAY SHALL BE RCP CLASS III OR BETTER UNLESS OTHERWISE NOTED. BEDDING SHALL BE PER THE CITY OF AMERICAN CANYON STANDARDS.
6. ON-SITE STORM DRAIN PIPE SHALL BE: 10" DIAMETER AND SMALLER SDR 35 PVC OR HDPE WITH RUBBER GASKETS MEETING ASTM F477. 12" DIAMETER TO BE SDR 35 PVC, CLASS III RCP OR BLUE SEAL HDPE AS MANUFACTURED BY HANCOR WITH WATER TIGHT JOINTS MEETING ASTM F477 AND ASTM D3212. 15" THROUGH 24" DIAMETERS; PIPE TO BE CLASS III RCP OR BLUE SEAL HDPE AS SPECIFIED ABOVE. PIPES LARGER THAN 24" IN DIAMETER SHALL BE CLASS III RCP UNLESS OTHERWISE NOTED. NO MATERIAL SUBSTITUTION SHALL BE ALLOWED FOR DUCTILE IRON PIPE (DIP).
7. ALL UTILITY STRUCTURES INCLUDING, BUT NOT LIMITED TO MANHOLES, CATCH BASINS, WATER VALVES, FIRE HYDRANTS, TELEPHONE AND ELECTRIC VAULTS, AND PULL BOXES, THAT LIE WITHIN THE PUBLIC RIGHT-OF-WAY EASEMENTS OR AREAS AFFECTED BY WORK ON THIS PROJECT SHALL BE ADJUSTED TO GRADE BY THE CONTRACTOR OR THE RESPECTIVE UTILITY COMPANY FOR WHICH THE CONTRACTOR IS RESPONSIBLE TO AFFECT COORDINATION.
8. THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, THE ENGINEER CAN NOT ASSUME RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THEIR DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTED, BUT ARE NOT SHOWN ON THESE DRAWINGS.
9. CONTRACTOR SHALL UNCOVER AND EXPOSE ALL EXISTING UTILITY AND SEWER LINES WHERE THEY ARE TO BE CROSSED, ABOVE OR BELOW, BY THE NEW FACILITY BEING CONSTRUCTED IN ORDER TO VERIFY THE GRADE AND TO ASSURE THAT THERE IS SUFFICIENT CLEARANCE. PIPE SHALL NOT BE STRUNG NOR TRENCHING COMMENCED UNTIL ALL CROSSINGS HAVE BEEN VERIFIED FOR CLEARANCE. IF THE CONTRACTOR FAILS TO FOLLOW THIS PROCEDURE, HE WILL BE SOLELY RESPONSIBLE FOR ANY EXTRA WORK OR MATERIAL REQUIRED IF MODIFICATIONS TO THE DESIGN ARE NECESSARY.
10. THE CONTRACTOR SHALL SET HIS STRING OR WIRE THROUGH AT LEAST THREE GRADE STAKES TO VERIFY GRADE. IF THE STAKES DO NOT PRODUCE A UNIFORM GRADE, NOTIFY THE ENGINEER IMMEDIATELY AND HAVE THE GRADES CHECKED PRIOR THE TRENCHING OR PLACEMENT OF CONCRETE.
11. ADJUSTMENTS TO BUILDING PAD ELEVATIONS OR PARKING LOT GRADES TO ACHIEVE EARTHWORK BALANCE SHALL BE MADE ONLY WITH APPROVAL OF THE ENGINEER.
12. ALL WORK, ON-SITE AND IN THE PUBLIC RIGHT-OF-WAY, SHALL CONFORM TO THE CITY OF AMERICAN CANYON STANDARDS AND REQUIREMENTS.

EROSION AND SEDIMENT CONTROL MEASURES

- 1. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE EFFECTIVE FOR THE DURATION OF CONSTRUCTION.
2. AFTER THE UNDERGROUND STORM DRAIN SYSTEM IS INSTALLED, THE CATCH BASINS WILL BE INSTALLED (AS SOON AS PRACTICAL) AND ROCK BARRIER BAGS WILL BE PLACED AROUND THOSE CATCH BASINS AS SHOWN ON THIS PLAN UNTIL THIS SITE IS PAVED.
3. SHOULD THE ON-SITE STORM DRAINS NOT BE INSTALLED COMPLETELY BY OCTOBER 15, THE CONTRACTOR SHALL CONSTRUCT TEMPORARY SEDIMENT BASINS AT THE EXISTING STORM PIPES STUBBED TO THE SITE.
4. PERSON RESPONSIBLE FOR IMPLEMENTATION OF EROSION AND SEDIMENTATION PLAN.
NAME: XXX
ADDRESS: XXX
TELEPHONE: XXX
5. THE CONTRACTOR SHALL PLACE 3"-6" COARSE AGGREGATE AS A GRAVEL ROADWAY (12" MIN. THICK FOR THE FULL WIDTH AND 50 FEET LONG) AT EACH D/W ENTRANCE TO SITE. ANY MUD THAT IS TRACKED ONTO PUBLIC STREETS SHALL BE REMOVED THAT SAME DAY AND AS REQUIRED BY THE CITY OF AMERICAN CANYON.
6. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL DISTURBED AREAS ARE STABILIZED AND CHANGES TO THIS EROSION AND SEDIMENT CONTROL PLAN SHALL BE MADE TO MEET FIELD CONDITIONS ONLY WITH THE APPROVAL OF OR AT THE DIRECTION OF THE CITY ENGINEER.
7. ALL PAVED AREAS SHALL BE KEPT CLEAR OF EARTH MATERIAL AND DEBRIS. THE SITE SHALL BE MAINTAINED SO AS TO MINIMIZE SEDIMENT-LADEN RUN-OFF TO ANY STORM DRAINAGE SYSTEM.
8. ALL EROSION CONTROL FACILITIES MUST BE INSPECTED AND REPAIRED AT THE END OF EACH WORKING DAY.
9. SEDIMENT BASINS SHALL BE CLEANED OUT WHENEVER SEDIMENT REACHES THE SEDIMENT CLEANOUT LEVEL INDICATED ON THE PLANS.
10. BORROW AREAS AND TEMPORARY STOCKPILES SHALL BE PROTECTED WITH APPROPRIATE EROSION CONTROL MEASURES TO THE SATISFACTION OF THE CITY ENGINEER.
11. ALL CUT AND FILL SLOPES ARE TO BE PROTECTED TO PREVENT OVERBANK FLOW.
12. INLETS WHICH ARE NOT USED IN CONJUNCTION WITH ROCK BARRIER BAGS OR SEDIMENT BASINS SHOULD BE COVERED, OR OTHERWISE ADJUSTED TO PREVENT INFLOW, UNLESS THE AREA DRAINED IS UNDISTURBED OR STABILIZED.

UTILITY NOTES

- 1. BACKFILLING AND COMPACTION FOR ALL TRENCHES SHALL BE INSPECTED AND APPROVED BY THE GEOTECHNICAL ENGINEER.
2. CONTRACTOR TO VERIFY ALL EXISTING INVERT ELEVATIONS FOR STORM DRAIN AND SANITARY SEWER CONSTRUCTION PRIOR TO ANY SITE WORK. ALL WORK FOR STORM DRAIN AND SANITARY SEWER INSTALLATION SHALL BEGIN AT THE DOWNSTREAM CONNECTION POINT. THIS WILL ALLOW FOR ANY NECESSARY ADJUSTMENTS TO BE MADE PRIOR TO THE INSTALLATION OF THE ENTIRE LINE. IF THE CONTRACTOR FAILS TO BEGIN AT THE DOWNSTREAM CONNECTION POINT AND WORKS UPSTREAM, HE SHALL PROCEED AT HIS OWN RISK AND BE RESPONSIBLE FOR ANY ADJUSTMENTS NECESSARY.
3. ALL WORK ON WATER AND SEWER SYSTEMS, SHALL CONFORM TO THE CITY OF AMERICAN CANYON STANDARDS AND REQUIREMENTS.
4. GENERAL CONTRACTOR SHALL COORDINATE ALL UNDERGROUND UTILITIES. PROVIDE 6" MINIMUM BETWEEN PIPES CROSSING ELECTRICAL LINES HORIZONTALLY AND 12" MINIMUM BETWEEN PARALLEL PIPES CROSSING ELECTRICAL LINES.
5. FOR UTILITY MATERIALS AND TYPES, SEE THE PROJECT SPECIFICATIONS.
6. WATER LINES SHALL BE 12" MINIMUM ABOVE SANITARY SEWER LINE AT ALL CROSSINGS.
7. ASBESTOS CEMENT (A.C.P.) PIPE SHALL NOT BE ALLOWED UNDER ANY CIRCUMSTANCES.
8. TRENCHING AND BACKFILL SHALL COMPLY WITH AMERICAN CANYON STANDARDS. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE SAFETY STANDARDS FOR TRENCH SAFETY. ALL PIPES HAVING LESS THAN 3' OF COVER SHALL BE BACKFILLED WITH CLASS II AGGREGATE BASE.

DUST ABATEMENT NOTES:

THE CONSTRUCTION CONTRACTOR IS REQUIRED TO IMPLEMENT A DUST ABATEMENT PROGRAM. ELEMENTS OF THIS PROGRAM SHALL INCLUDE THE FOLLOWING.

- 1. WATER ALL ACTIVE CONSTRUCTION AREAS AT LEAST TWICE DAILY;
2. COVER ALL TRUCKS HAULING SOIL, SAND, AND OTHER LOOSE MATERIALS OR REQUIRE ALL TRUCKS TO MAINTAIN AT LEAST TWO FEET OF FREEBOARD (I.E. THE MINIMUM REQUIRED SPACE BETWEEN THE TOP OF THE LOAD AND THE TOP OF THE TRAILER);
3. PAVE, APPLY WATER THREE TIMES DAILY, OR APPLY (NON-TOXIC) SOIL STABILIZERS ON ALL UNPAVED ACCESS ROADS, PARKING AREAS AND STAGING AREAS AT CONSTRUCTION SITE;
4. SWEEP DAILY (PREFERABLY WITH WATER SWEEPERS) ALL PAVED ACCESS ROADS, PARKING AREAS, AND AREAS AT CONSTRUCTION SITE;
5. SWEEP STREETS DAILY (PREFERABLY WITH WATER SWEEPERS) IF VISIBLE SOIL MATERIAL IS CARRIED ONTO ADJACENT PUBLIC STREETS;
6. HYDROSEED OR APPLY (NON-TOXIC) SOIL STABILIZERS TO INACTIVE CONSTRUCTION AREAS (PREVIOUSLY GRADED AREAS INACTIVE FOR TEN DAYS OR MORE);
7. ENCLOSE, COVER, WATER TWICE DAILY OR APPLY (NON-TOXIC) SOIL STABILIZER TO EXPOSED STOCKPILES (DIRT, SAND, ETC.);
8. LIMIT TRAFFIC SPEEDS ON UNPAVED ROADS TO 15 MILES PER HOUR;

PRELIMINARY NOT FOR CONSTRUCTION



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NOTES
S. KELLY ROAD AT HIGHWAY 29
STREET IMPROVEMENT PLANS
AMERICAN CANYON, CALIFORNIA

Table with project details: DATE FEBRUARY, 2021; SCALE AS SHOWN; DESIGNER KAS; JOB NO. A13631-32; SHEET C1.1 OF 7 SHEETS; Page 9 of 23

TYPE "A"

TYPE "B"

TYPE "C"

NOTES:

- ALL CONCRETE SHALL BE CLASS A, 3000 P.S.I. MINIMUM, WITH 1 1/2 LBS. POLYPROPYLENE FIBERS PER CUBIC YARD.
- ALL CORNERS SHALL BE FINISHED WITH A 1/2 INCH RADIUS.
- BROAD FINISH WALK AT RIGHT ANGLES TO CURB; CURB AND GUTTER PARALLEL TO STREET.
- INSCRIBE A 3 INCH HIGH "W" OR "S" ON FACE OF THE CURB DIRECTLY ABOVE THE WATER OR SANITARY SEWER SERVICE.
- ALL CONCRETE SHALL HAVE A MINIMUM 4" CUSHION OF CLASS 2 A.B. @ 95% RELATIVE COMPACTION (D1557-78) ON COMPACTED SUB-GRADE.

CITY OF AMERICAN CANYON

CURB AND GUTTER

DATE: 5/1/95
SCALE: NONE
STANDARD DWG. #: 3.07

NOTES:

- WEAKENED JOINTS 1/4" WIDE x 3/4" DEEP IN SIDEWALKS, 1/4" WIDE x 1-1/2" DEEP IN CURB.
- EXPANSION JOINTS—MATERIAL TO BE 1/4" THICK PREMOULDED JOINT FILLER FULL THICKNESS OF CONCRETE, OR TONGUE AND GROOVE.
- SCORE MARK—FOR SIDEWALKS 6" AND MORE IN WIDTH—LONGITUDINAL SCORE MARK ALONG CENTER OF WALK.
- EXPANSION JOINTS SHALL BE INSTALLED IN THE CURB AND GUTTER AT ALL CURB RETURNS.
- EXPANSION JOINTS SHALL BE PLACED IN THE SIDEWALK AT THE SAME LOCATION AS THOSE IN THE CURB AND GUTTER WHEN THE SIDEWALK IS ADJACENT TO THE CURB AND GUTTER.
- SIDEWALK SHALL HAVE A 4" BASE OF CLASS 2 A.B. CONCRETE SLAB AND SLOPE 1/4" PER FOOT TOWARD THE STREET.
- STANDARD WIDTH OF SIDEWALK IS 5', 6" FOR CONTINUOUS, 10' CONTINUOUS WITH TREE WELLS, AND 5' WITH PLANTER STRIP.

CITY OF AMERICAN CANYON

SPACING EXPANSION JOINTS

DATE: 5/1/95
SCALE: NONE
STANDARD DWG. #: 3.08

NOTES:

- ECCENTRIC CONES SHALL BE USED WHERE SPECIFIED ON THE PLANS. JOINTS MAY BE EITHER KEYS OR TONGUE AND GROOVE.
- RAN-NEX OR APPROVED EQUAL MAY BE USED IN JOINTS, ELIMINATING NECESSITY FOR OUTSIDE PLASTERING OF JOINTS.
- CONE SECTION MAY BE EITHER CONCENTRIC OR ECCENTRIC.
- LARGER DIAMETER BARRELS MAY BE REQUIRED UNDER SPECIAL CIRCUMSTANCES, SEE TABLE.
- CONCRETE BLOCK AND BASE SHALL BE A MIN. OF CLASS A/3000 PSI CONCRETE.
- ALL CONCRETE JOINTS SHALL BE CLEANED, WETTED AND MORTARED PRIOR TO SETTING NEXT JOINT. JOINTS SHALL THEN BE PATCHED, TROWELED AND BRUSED SMOOTH. BASE OF MANHOLE SHALL BE GROUTED AND SACKED.
- MANHOLE COVER FRAME SHALL BE ADJUSTED TO GROVE AND CROSS-SLOPE OF PAVEMENT PRIOR TO POURING CONCRETE BLOCK.

CITY OF AMERICAN CANYON

STANDARD PRECAST MANHOLE FRAME & COVER

DATE: 5/1/95
SCALE: NONE
STANDARD DWG. #: 5.01

NOTES:

- COVER MAY BE FURNISHED WITH OR WITHOUT RIBS BUT MUST BE DESIGNED FOR H-20 HIGHWAY LOADING. PICK HOLE SHALL FIT A STANDARD PICK AND BE FORMED OR PROVIDED WITH A CUP OR CHANNEL SECTION BENEATH THE PICK HOLES SUCH THAT BARS OR STICKS CANNOT FALL THROUGH.
- ALL MATERIAL USED IN MANUFACTURING SHALL CONFORM TO A.S.T.M. DESIGNATION A-159-G3000.
- MINIMUM WEIGHT COMPONENTS: COVER - 130 LBS. FRAME - 135 LBS.

CITY OF AMERICAN CANYON

STANDARD MANHOLE FRAME & COVER

DATE: 5/1/95
SCALE: NONE
STANDARD DWG. #: 6.05

PLAN

ELEVATION

NOTES:

- A BLUE HYDRANT MARKER OF STIMSONITE 88 OR EQUAL SHALL BE INSTALLED IN THE STREET MARKING THE LOCATION OF EACH HYDRANT (PUBLIC OR PRIVATE) 12" FROM THE CENTERLINE ON THE HYDRANT SIDE.
- ENCASE ALL METALLIC SURFACES BELOW GROUND WITH POLYETHYLENE.
- FIRE HYDRANT SHALL BE CLOW MODEL #960, MUELLER A481 OR LONG BEACH #915 (TYPE III, 2 1/2" & 1 1/2" OUTLETS).
- ALL HOSE OUTLET CAPS SHALL BE ATTACHED TO HYDRANT BY CHAIN.
- VALVE BOX TO BE SET ON TWO 3/4" G.S. PIPES EXTENDED ACROSS TRENCH AND INTO UNDISTURBED EARTH.

CITY OF AMERICAN CANYON

FIRE HYDRANT INSTALLATION WATER DISTRIBUTION SYSTEM

DATE: 5/1/95
SCALE: NONE
STANDARD DWG. #: 7.07

SECTION A-A

CAST-IN-DRILLED-HOLES FOUNDATION DETAILS

BASE DETAILS

SPECIFICATIONS

- CAP: STEEL WITH SET SCREWS
- POLE AND ARM: 11 GAUGE STEEL WITH A YIELD STRENGTH OF 33,000 PSI MINIMUM. THE POLE AND ARM SHALL BE CYLINDRICAL WITH A TAPER OF ABOUT 0.14 INCH PER FOOT. ARM O.D. AT SMALL END TO BE 2.37 INCHES. "OVALIZE" LARGE END TO ABOUT 2.5 INCHES IN THE HORIZONTAL DIMENSION.
- HANDHOLE: 4" x 6-1/2" WITH A WELDED REINFORCING FRAME. FURNISH A COVER AND MOUNTING HARDWARE.
- ANCHOR BOLTS: 4 EACH 1" x 36" x 4" WITH 8 INCH MINIMUM THREAD LENGTH. FURNISH 2 HEX NUTS AND 2 ROUND WASHERS WITH EACH BOLT.
- FINISH: GALVANIZE ALL PARTS AFTER ALL CUTTING AND WELDING. POLE AND ARM PER ASTM 123. REMOVABLE PARTS PER ASTM 153.

GENERAL NOTES

- WHEN SETTING POLES IN WIDE SIDEWALKS (GREATER THAN 6' WIDE), SET C OF POLE 2'-0" FROM FACE OF CURB.
- WHEN SETTING POLES PROVIDE A DRAINAGE HOLE UNDER THE STEEL PLATE TO THE CENTER OF THE POLE. FORM HOLE BEFORE CONCRETE SETS USING A PIECE OF WELDING ROD OR EQUIVALENT.
- 8-FOOT MAST ARMS FOR RESIDENTIAL STREETS, 10-FOOT MAST ARMS FOR MAJOR COMMERCIAL STREETS.
- INSTALL A NO. 3-1/2 PULLBOX PER CAL-TRANS STANDARD EVERY 200 FEET AND AT EVERY POLE LOCATION.
- MOUNTING HEIGHT FOR RESIDENTIAL OR CUL-DE-SAC SHALL BE 26' ALL OTHERS SHALL BE 32'.

CITY OF AMERICAN CANYON

STANDARD STREET LIGHT POLE

DATE: 5/1/95
SCALE: NONE
STANDARD DWG. #: 8.01

NOTE:

- STRAW WATTLES ARE TUBES MADE FROM STRAW BOUND W/BIO-DEGRADABLE NETTING. NO PLASTIC MATERIALS ALLOWED. THEY ARE APPROX. 8"-10" DIA AND 20-30 FT LONG.
- STRAW WATTLES TRAP SEDIMENT AND REDUCE SHEET AND HILL EROSION BY REDUCING SLOPE GRADIENT, INCREASING INFILTRATION RATES AND BY PRODUCING A FAVORABLE ENVIRONMENT FOR PLANT ESTABLISHMENT.
- STRAW WATTLE INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE WATTLE IN A TRENCH 2'-4" DEEP, DUG ON CONTOUR. RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND WATTLE.
- IF MORE THAN ONE FIBER ROLL IS PLACED IN A ROW, THE ROLLS MUST BE OVERLAPPED, NOT ABUTTED.
- TURN THE ENDS OF THE FIBER ROLL UP-SLOPE TO PREVENT RUNOFF FROM GOING AROUND THE ROLL.

"WILDLIFE FRIENDLY" STRAW WATTLE SEDIMENT TRAP/FILTER

NOT TO SCALE

1

EXISTING CURB INLET FILTER DETAIL

NOT TO SCALE

2

PRELIMINARY NOT FOR CONSTRUCTION

DETAILS

S. KELLY ROAD AT HIGHWAY 29
STREET IMPROVEMENT PLANS
AMERICAN CANYON, CALIFORNIA

DATE: FEBRUARY, 2021
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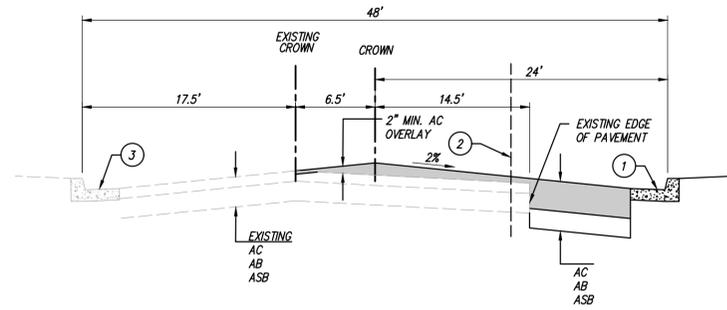
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REVISION
CITY SUBMITTAL - 02/12/2021
CITY SUBMITTAL - 07/08/2021

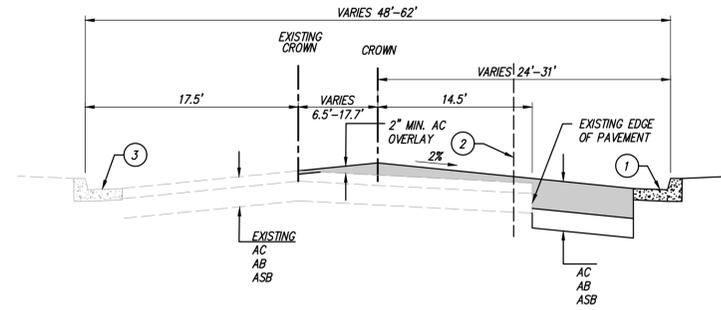
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SOUTH KELLY
STA: 2+00 TO 6+00

NOT TO SCALE



SOUTH KELLY
STA: 6+00 TO 10+00

NOT TO SCALE

KEYNOTES

- ① CONCRETE CURB AND GUTTER PER AMERICAN CANYON STD 3.07 TYPE "A"
- ② SAWCUT LINE
- ③ EXISTING CURB TO REMAIN
- ④ EXISTING CURB AND GUTTER TO BE REMOVED

NO.	REVISION
1	CITY SUBMITTAL - 02/12/2021
2	CITY SUBMITTAL - 07/08/2021
3	
4	

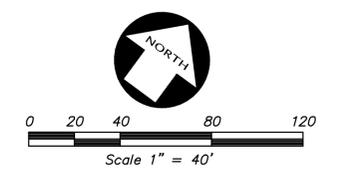
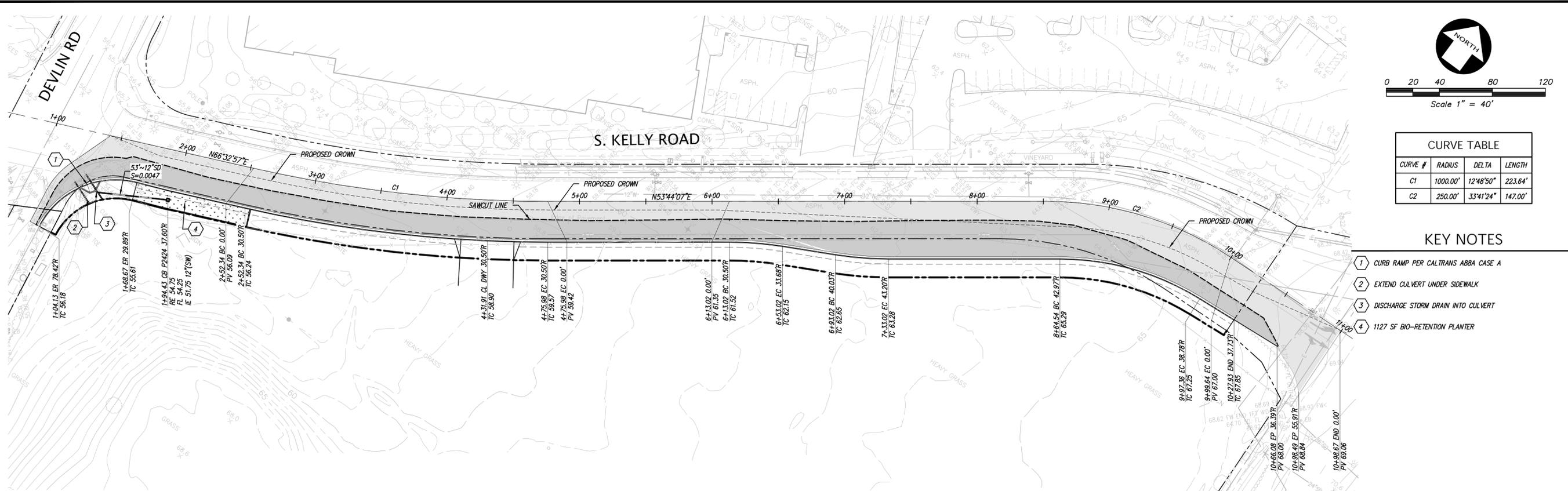


KIER+WRIGHT
 2850 Collier Canyon Road
 Livermore, CA 94551
 Phone: (925) 245-6788
 www.kierwright.com

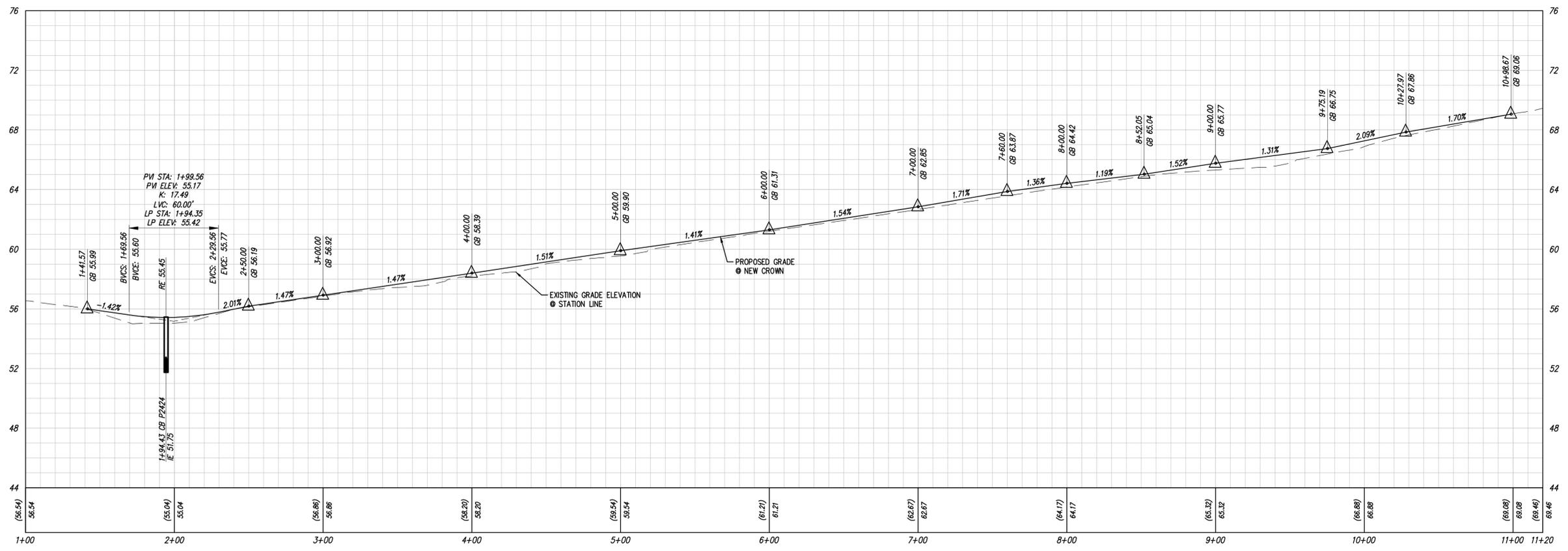
TYPICAL CROSS SECTIONS
 S. KELLY ROAD AT HIGHWAY 29
 STREET IMPROVEMENT PLANS
 AMERICAN CANYON, CALIFORNIA

DATE	FEBRUARY, 2021
SCALE	AS SHOWN
DESIGNER	KAS
JOB NO.	A13631-32
SHEET	C3.1
OF	7 SHEETS

PRELIMINARY NOT FOR CONSTRUCTION



PLAN
SCALE: 1" = 40'



PROFILE
1" = 40' HORIZ.
1" = 4' VERT.

NO.	REVISION
1	CITY SUBMITTAL - 02/12/2021
2	CITY SUBMITTAL - 07/08/2021



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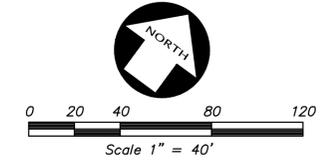
2850 Collier Canyon Road
Livermore, CA 94551

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SOUTH KELLY ROAD - STA 1+00 TO 11+00
S. KELLY ROAD AT HIGHWAY 29
STREET IMPROVEMENT PLANS
AMERICAN CANYON, CALIFORNIA

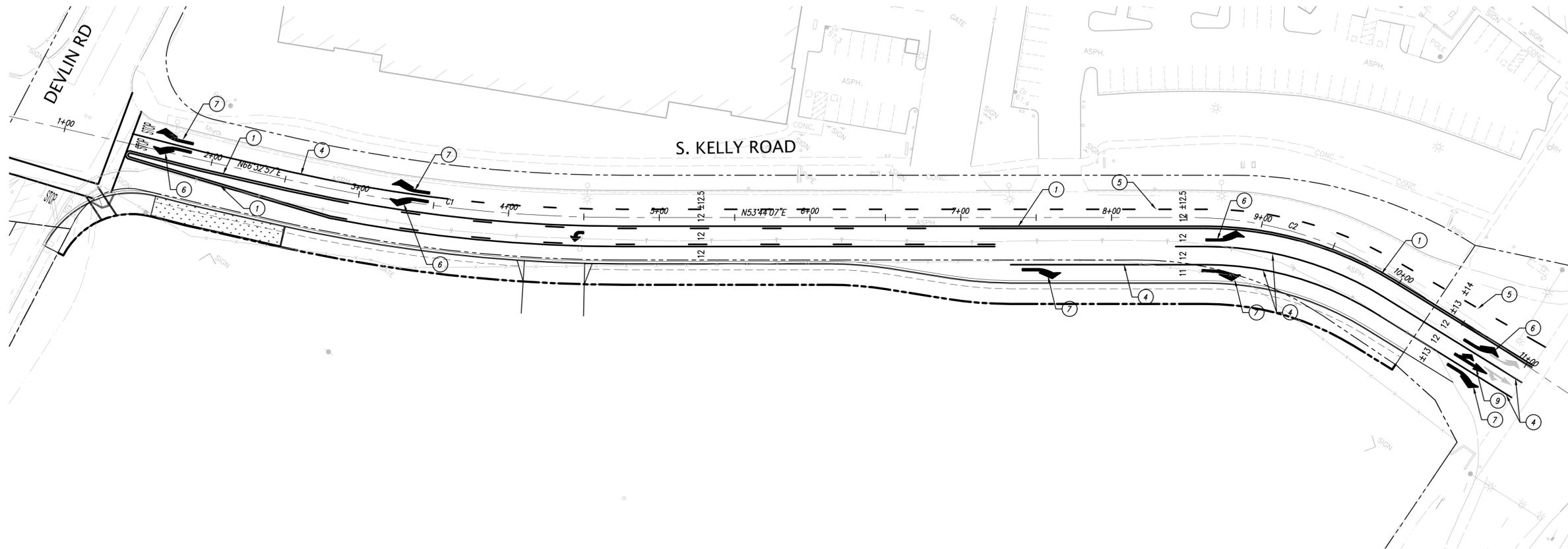
DATE	FEBRUARY, 2021
SCALE	AS SHOWN
DESIGNER	KAS
JOB NO.	A13631-32
SHEET	C4.0
OF	7 SHEETS

PRELIMINARY NOT FOR CONSTRUCTION



KEY NOTES

- 1 CALTRANS RSP A20A DETAIL 21
- 2 CALTRANS RSP A20B DETAIL 24
- 3 CALTRANS RSP A20B DETAIL 27B
- 4 CALTRANS RSP A20D DETAIL 38A
- 5 CALTRANS RSP A20D DETAIL 40
- 6 TYPE IV ARROW (L) PER CALTRANS A24A
- 7 TYPE IV ARROW (R) PER CALTRANS A24A
- 8 REMOVE STRIPE
- 9 TYPE VII ARROW (L) PER CALTRANS A24A



PRELIMINARY NOT FOR CONSTRUCTION

SIGNING AND STRIPING

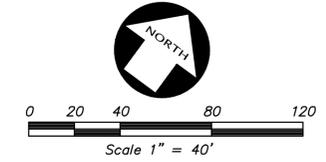
S. KELLY ROAD AT HIGHWAY 29
STREET IMPROVEMENT PLANS
AMERICAN CANYON,
CALIFORNIA

DATE	FEBRUARY, 2021
SCALE	AS SHOWN
DESIGNER	KAS
JOB NO.	A13631-32
SHEET	C5.0
OF	7 SHEETS



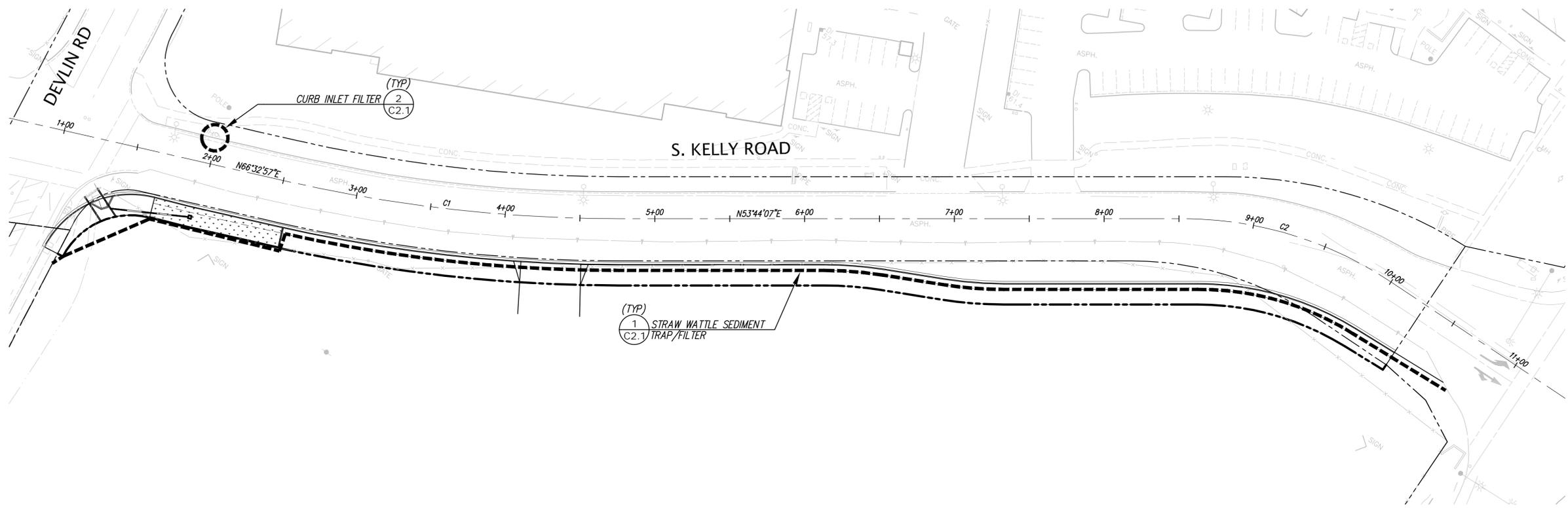
KIER+WRIGHT
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Livermore, CA 94551
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NO.	1	2	3	4	5	6	7	8	9
REVISION									
	CITY SUBMITTAL - 02/12/2021								
	CITY SUBMITTAL - 07/08/2021								



LEGEND

- (1) STRAW WATTLE SEDIMENT TRAP/FILTER
- (2) CURB INLET FILTER



NO.	REVISION	BY	JAM
	CITY SUBMITTAL - 02/12/2021		
	CITY SUBMITTAL - 07/08/2021		



KIER+WRIGHT
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 Livermore, CA 94551
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 www.kierwright.com

EROSION CONTROL PLAN
 S. KELLY ROAD AT HIGHWAY 29
 STREET IMPROVEMENT PLANS
 AMERICAN CANYON, CALIFORNIA

DATE	FEBRUARY, 2021
SCALE	AS SHOWN
DESIGNER	KAS
JOB NO.	A13631-32
SHEET	C6.0
OF	7 SHEETS

PRELIMINARY NOT FOR CONSTRUCTION

2022 ESTIMATED CITY COST TO DELIVER PROJECT

Anticipated City Cost to Deliver

Off-site Improvements South Kelly Road (City)	\$	535,000.00
Off-site Improvements Highway 29 (Caltrans)	\$	297,035.00
Anticipated Construction Cost subtotal	\$	832,035.00

Final Design/Caltrans Encroachment/City Administration (10%)	\$	83,203.50
Construction Management (15%)	\$	124,805.25
Construction Contingency (20%)	\$	166,407.00
Soft Cost Subtotal	\$	374,415.75

Grand Total \$ **1,206,450.75**

NLP's 83% Share	\$	1,001,354.12
------------------------	-----------	---------------------

**ENGINEERS OPINION OF PROBABLE COST
KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS**

Project No. A13631-9 (within City Right-of-Way)
City of American Canyon

A. GENERAL ITEMS / EARTHWORK / STAGING

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
1	SITE PREPARATION / MOBILIZATION	LS	1	\$ 25,000.00	\$ 25,000.00
2	EARTHWORK (CUT)	CY	750	\$ 30.00	\$ 22,500.00
3	SWPPP IMPLEMENTATION AND EROSION CONTROL	LS	1	\$ 25,000.00	\$ 25,000.00
4	TRAFFIC CONTROL / STAGING	LS	1	\$ 40,000.00	\$ 40,000.00

GENERAL ITEMS / EARTHWORK / STAGING \$ 112,500.00 SUB TOTAL

B. SURFACE IMPROVEMENTS

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
1	FULL DEPTH ASPHALT PAVEMENT (X" AC /X" AB)	SF	18500	\$ 10.00	\$ 185,000.00
2	2" ASPHALT CONCRETE (AC)GRIND AND OVERLAY	SF	15020	\$ 3.00	\$ 45,060.00
3	CURB & GUTTER PER AMERICAN CANYON STANDARD DWG. #3.07, TYPE A	LF	1080	\$ 20.00	\$ 21,600.00
4	PEDESTRIAN SIDEWALK (4" CONC/4" AB)	SF	8530	\$ 8.00	\$ 68,240.00
5	DRIVEWAYS / CONCRETE PAVING (6" CONCRETE OVER 4" AB)	SF	1400	\$ 10.00	\$ 14,000.00
6	ACCESSIBLE RAMPS PER CALTRANS A88A CASE A	EA	1	\$ 2,000.00	\$ 2,000.00

SURFACE IMPROVEMENTS \$ 335,900.00 SUB TOTAL

C. STORM DRAIN IMPROVEMENTS

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
1	12" RCP STORM DRAIN LINE	LF	45	\$ 70.00	\$ 3,150.00
2	CURB INLET	EA	1	\$ 6,500.00	\$ 6,500.00

STORM DRAIN IMPROVEMENTS \$ 9,650.00 SUB TOTAL

D. WATER

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
1	RELOCATE FIRE HYDRANT	EA	1	\$ 6,000.00	\$ 6,000.00
2	RELOCATE WATER METER	EA	2	\$ 4,000.00	\$ 8,000.00

WATER IMPROVEMENTS \$ 14,000.00 SUB TOTAL

E. TRAFFIC SIGNALS, STRIPING AND SIGNAGE

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
1	OTHER MISC. TRAFFIC SIGN/POLE INSTALLATION PER SIGNING PLAN	EA	8	\$ 200.00	\$ 1,600.00
2	PAVEMENT ARROW MARKINGS (TYPE IV) IN THERMOPLASTIC	EA	11	\$ 150.00	\$ 1,650.00
3	STOP/YEILD LEGEND IN THERMOPLASTIC	EA	4	\$ 350.00	\$ 1,400.00
4	12" WHITE THERMOPLASTIC CROSSWALK	LF	290	\$ 4.00	\$ 1,160.00
5	DETAIL 38 IN THERMOPLASTIC	LF	460	\$ 3.00	\$ 1,380.00
5	DETAIL 39 IN THERMOPLASTIC	LF	210	\$ 3.00	\$ 630.00
6	DETAIL 39A IN THERMOPLASTIC	LF	180	\$ 2.50	\$ 450.00
7	DETAIL 32 IN THERMOPLASTIC	LF	900	\$ 2.50	\$ 2,250.00
8	DETAIL 22 IN THERMOPLASTIC	LF	300	\$ 3.00	\$ 900.00
9	DETAIL 9 IN THERMOPLASTIC	LF	690	\$ 3.00	\$ 2,070.00

SIGNALS, STRIPING AND SIGNAGE \$ 13,490.00 SUB TOTAL

F. MISCELLANEOUS ITEMS

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
1	STREET MONUMENT	EA	1	\$ 1,000.00	\$ 1,000.00
2	ADJUST MANHOLE TO GRADE	EA	1	\$ 1,200.00	\$ 1,200.00
3	RELOCATE ELECTRICAL BOX	EA	3	\$ 2,000.00	\$ 6,000.00
4	ADJUST WATERVALVE TO GRADE	SF	3	\$ 600.00	\$ 1,800.00
5	RELOCATE STREET LIGHT	EA	1	\$ 3,000.00	\$ 3,000.00

MISCELLANEOUS ITEMS \$ 13,000.00 SUB TOTAL

**ENGINEERS OPINION OF PROBABLE COST
KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS**

Project No. A13631-9 (within City Right-of-Way)
City of American Canyon

G. LANDSCAPE

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
1	IRRIGATED LANDSCAPE AREAS	SF	1980	\$ 6.50	\$ 12,870.00

LANDSCAPE \$ 12,870.00 SUB TOTAL

H. DEMOLITION

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
1	REMOVE CURB AND GUTTER	LF	255	\$ 6.00	\$ 1,530.00
2	REMOVE ASPHALT PAVEMENT	SF	1120	\$ 3.50	\$ 3,920.00
3	REMOVE EXISTING STRIPING	LF	420	\$ 2.00	\$ 840.00
4	REMOVE SIGN/POLE AND FOUNDATION	EA	1	\$ 100.00	\$ 100.00
5	REMOVE EXISTING FENCE/GATE AND INSTALL AT RIGHT OF WAY	LF	860	\$ 20.00	\$ 17,200.00

DEMOLITION \$ 23,590.00 SUB TOTAL

\$ 535,000.00 TOTAL

\$ 53,500.00 10% CONTINGENCY

\$ 588,500.00 GRAND TOTAL

NOTE:

ESTIMATE IS BY ON 1/14/21 PLOT SET

**ENGINEERS OPINION OF PROBABLE COST
KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS**

Project No. A13631-9 (within Caltrans Right-of-way)
City of American Canyon

A. GENERAL ITEMS / EARTHWORK / STAGING

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
1	SITE PREPARATION / MOBILIZATION	LS	1	\$ 20,000.00	\$ 20,000.00
2	EARTHWORK (CUT)	CY	650	\$ 20.00	\$ 13,000.00
3	SWPPP IMPLEMENTATION AND EROSION CONTROL	LS	1	\$ 25,000.00	\$ 25,000.00
4	TRAFFIC CONTROL / STAGING (INCLUDING K-RAILS)	LS	1	\$ 50,000.00	\$ 50,000.00
5	GUARD RAIL	LS	1	\$ 3,000.00	\$ 3,000.00

GENERAL ITEMS / EARTHWORK / STAGING \$ 111,000.00 SUB TOTAL

B. SURFACE IMPROVEMENTS

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
1	FULL DEPTH ASPHALT PAVEMENT (X" AC /X" AB)	SF	13000	\$ 12.00	\$ 156,000.00

SURFACE IMPROVEMENTS \$ 156,000.00 SUB TOTAL

C. STRIPING AND SIGNAGE

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
1	OTHER MISC. TRAFFIC SIGN/POST INSTALLATION PER SIGNING PLAN	EA	2	\$ 200.00	\$ 400.00
2	PAVEMENT ARROW MARKINGS (IV) IN THERMOPLASTIC	EA	6	\$ 200.00	\$ 1,200.00
3	DETAIL 25 IN THERMOPLASTIC	LF	1420	\$ 3.50	\$ 4,970.00
4	DETAIL 38 IN THERMOPLASTIC	LF	1150	\$ 3.50	\$ 4,025.00
5	RESTRIPES EXISTING DETAIL 25 IN THERMOPLASTIC	LF	210	\$ 3.00	\$ 630.00
6	RESTRIPES EXISTING DETAIL 38 IN THERMOPLASTIC	LF	220	\$ 3.00	\$ 660.00

SIGNALS, STRIPING AND SIGNAGE \$ 11,885.00 SUB TOTAL

C. ELECTRICAL IMPROVEMENTS

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
1	LOOPS	EA	2	\$ 5,000.00	\$ 10,000.00

ELECTRICAL IMPROVEMENTS \$ 10,000.00 SUB TOTAL

D. DEMOLITION

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
1	SAWCUT AND REMOVE ASPHALT PAVEMENT	SF	1630	\$ 5.00	\$ 8,150.00

DEMOLITION \$ 8,150.00 SUB TOTAL

\$ 297,035.00 TOTAL
 \$ 29,703.50 10% CONTINGENCY
 \$ 326,738.50 GRAND TOTAL

September 28, 2021

Orchard Partners, LLC
3697 Mt. Diablo Boulevard Suite 200
Lafayette, CA 94539

Attention: Mr. Ernie Knodel

Subject: Scope of Work Summary and Proposal for S. Kelly / Hwy 29
Improvements project located in American Canyon, CA.
DeSilva Gates Estimate #2107048

Dear Mr. Knodel,

DeSilva Gates Construction is pleased to provide for your review the attached proposal for the S. Kelly Road and Hwy 29 street Improvements project in American Canyon. This Proposal is based solely on Unapproved South Kelly Road Street Improvement Plans and the Hwy 29 Post Mile 2.3 to Post Mile 5.0 Street Improvement Plans both dated February 2021 and both prepared by Kier & Wright.

The following Qualifications govern our Proposal and are considered as included in any future Contract Agreement reached between Orchard Partners, LLC and DeSilva Gates Construction (DGC) for this project.

SPECIFIC INCLUSIONS:

1. Includes equipment mobilizations in and out: One (1) each Mobilization for each phase of work.
2. USA site and pothole improvements as needed to protect any new or existing utilities.
3. We reserve the right to complete our own site topography if awarded the job in order to compare the existing topographic elevations to those provided by the engineer's plans for bidding purposes. If DGC decides to build a model of the site for utilizing a GPS system, we request all files and other information needed from the engineer to be given to DGC at no additional cost. If variations in existing grades are found upon review of the DeSilva Gates Construction survey, we reserve the right to discuss the discrepancies with the Owner and Engineer, and to make any final quantity adjustments to the bid and contract.
4. Install one each Construction Entrances and remove (See alternates); rumble plates are not included.
5. Includes traffic control plan for both Hwy 29 and S. Kelly.
6. Includes 4 each Changeable Message boards; one for each leg of the Hwy 29 and S. Kelley intersection. Two months of rental is included.
7. Includes installation and removal of Krail adjacent to the S. Kelly and Hwy 29 improvements. Also, included are three (3) each ABSORB 350 arrays at the end of each length of the krail.
8. Export an anticipated +/- 2,920 cy of "Clean" material offsite. Quantities are based on Engineer's plan topo, prior to DGC performing their own topographic survey to confirm site elevations.

9. Install and modify Storm Drain per the plans and the attached bid form.
10. Finish grade site areas from back of walk to back of walk including sidewalks, curb and gutter and asphalt concrete paving areas.
11. Furnish and install Recycled CL II AB per plans and the attached bid form.
12. Furnish and install site concrete (C&G, Sidewalk) per the plans and attached bid form. Includes Bioswale curbs.
13. Back up curbs and walks with native material.
14. Furnish and install asphalt concrete per the plans and the attached bid form. Proposal is based on installing the entire paving section during the same paving mobilization. Includes lowering existing water valves prior to the grind and overlay and raise to grade after paving. Grind and Overlay is variable thickness; asphalt overlay based on an average of 3.3”
15. Includes bioswale improvements; excavation and offhaul of 135 cy, furnish and install 100 lf of 4” perforated PVC pipe, 12” CL2 Permeable and 18” Bioswale soil. Does not include any irrigation or planting.
16. Work 5 each 8 hour “**NIGHT**” shifts as required; if work can be performed behind Krail without impeding traffic night shifts will not be used.
17. Site sanitary for DGC crews / subcontractors.
18. Includes dust control during the actual performance of work while actively working onsite; “off-hours and or weekends” dust control is not included.
19. Cleanup of generated debris after completion

ADDITIONAL QUALIFICATIONS / CLARIFICATIONS:

1. All soil or soil rock mixtures to be exported from the site shall be free of deleterious materials and are assumed to be suitable for unrestricted re-use on residential or commercial sites. Owner to provide all necessary soil sampling and analysis requested by soil re-use site.
2. No price protection for the oil used in asphalt concrete, prime coat, and fog seals can be obtained or extended on this project. Today’s F.O.B refinery cost of asphalt oil is **\$625.00** per ton. Any increases in the price of asphalt oil between now and the placement of asphalt concrete pavement may result in additional costs that are to be negotiated prior to performing the asphalt concrete paving work.
3. Construction water was bid from the existing local governing Water Agency at fire hydrants adjacent to the site. Cost of water, all hook-ups and obtaining temporary hydrant meters to be paid by DGC. (No other source of construction water is included in our unit prices. Hauling water from offsite sources excluded. Assumes no drought restrictions for obtaining water from existing hydrants or blow-offs on the project).
4. Offhaul is based on dumpsite / receiving site availability after a weather event.
5. **The future / potential impacts of AB5 are unknown at this time. All impacts to this Proposal due to the effects of AB5 are excluded from this Proposal.**
6. Alternate No. 1 & 2 Construction Entrance. Includes installation and remove of one each Construction Entrance.
7. Alternate No. 3 Temp Strip for Krail. Includes restriping as required prior to installation of Krail.

SPECIFIC EXCLUSIONS:

1. Removal of surface or buried debris, tree trimming, arborist cost, or handling of any neighbor's personal property (fences, landscape, debris, irrigation, etc.); MBTA survey; any other above or below ground demolition, relocation, salvage or removal; debris picking, or removal not shown on the plans.
2. Locating, testing, identifying, handling, removing, transporting or any associated disposal fees for hazardous, toxic or contaminated material whether naturally occurring or man-made.
3. Removing, replacing, handling or processing of over optimum, unsuitable material.
4. Signal Modifications.
5. Removal, replacement or modification of existing headwall at the southeast corner intersection of S. Kelly and Devlin Road.
6. Air, dust or vibration monitoring.
7. Work in inclement weather or in over optimum moisture conditions.
8. Amending of native soils or import of topsoil.
9. SC-70 prime oil and SS-1 fog seal.
10. SWPPP or Erosion Control installation or removal, site winterization, access roads; QSD or QSP testing, monitoring plans or implementation.
11. OCIP Credits.
12. Irrigation or landscaping.
13. Repairs to existing roadways due to construction traffic.
14. Survey, obtaining or cost of permits including but not limited to grading permit, haul route permit, bonds, fees, plans, *staking*, layout, engineering, compaction or material analysis testing or inspection.
15. Joint trench, electrical, irrigation or landscaping.
16. SWPPP or Erosion Control installation or removal, site winterization, access roads; QSD or QSP testing, monitoring plans or implementation.

STANDARD CONDITIONS:

1. One initial move-in per phase of work and one continuous operation each move-in.
2. Any phasing of work will result in additional costs due to reduction in production and additional move-ins.
3. Quantities and pricing are subject to review of final signed and approved plans along with any topographic discrepancies which may occur after the site is re-surveyed prior to starting the earthwork.
4. Any work requested by the Owner/Client to be performed in inclement weather or over optimum moisture conditions, will result in additional costs and will be billed as Time and Material.
5. DeSilva Gates Construction's price for erosion control will be for the construction of only those erosion control facilities and SWPPP devices shown on the plans, which facilities have been designed for the Owner by third parties. DGC's sole responsibility as to the erosion control and SWPPP is to furnish and install the facilities shown on the plans in a workmanlike manner. Owner will be fully responsible for, and DGC assumes no responsibility for the design, effectiveness or adequacy of the erosion control facilities and SWPPP. Any and all work required to remove, repair, maintain, replace, augment or modify the erosion control facilities and SWPPP will be performed on a Time and

Material basis at the written direction of the Owner. All losses (including without limitation, all fines and/ or citations) whatsoever relating in any manner to the erosion control and SWPPP will be the sole responsibility of Pulte, unless the losses are solely attributable to the contractor's failure to install the facilities in a workmanlike manner.

6. All Inclusions, Exclusions and Conditions are to be incorporated as an Exhibit to any contract reached between the two parties.
7. All excavated material encountered onsite is assumed to be acceptable as engineered fill. No special handling, re-handling, or select material stockpiling has been figured into our bid proposal prices for earthwork.
8. There will be no repairs of damage to work performed and installed by others, at our expense, without written approval by DeSilva Gates "prior" to any damage repairs.
9. If the job is operated with any non-union subcontractor's onsite, a separate gate may be required for the use of DGC employees and its Subcontractors.
10. This proposal is based upon the (Owner and/or General Contractor) and DeSilva Gates Construction reaching mutual agreement in the Terms and Conditions of a Contract for this project.
11. This proposal remains in effect for thirty (30) days from receipt.

We look forward to working with you on this project. Please do not hesitate to call us with any questions or comments you may have in regards to the attached Bid Proposal.

Sincerely,
DeSilva Gates Construction, L.P.

Troy Snyder
Estimator

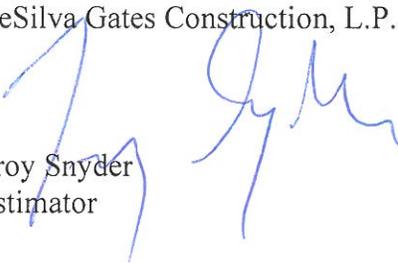


EXHIBIT C

09/28/2021
 2107048
 *** Troy Snyder

13:50
 S. KELLY RD & HWY 29

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
SOUTH KELLY ROAD / HWY 29					
1	MOBILIZATION/PROJECT STARTUP/SUPERVISION	1.000	LS	63,500.00	63,500.00
2	KRAIL (SET & REMOVE)	2,500.000	LF	55.00	137,500.00
SUBTOTAL					\$201,000.00

SOUTH KELLY RD IMPROVEMENTS					
1	EXCAVATION & OFFHAUL - CLEAN	1,505.000	CY	48.00	72,240.00
2	12" RCP CL3	53.000	LF	295.00	15,635.00
3	CB 2424	1.000	EA	7,200.00	7,200.00
4	24" TWIN STORM DRAIN	20.000	LF	800.00	16,000.00
5	CONNECT 24" TO EXISTING HEADWALL	2.000	EA	4,900.00	9,800.00
6	CONNECT 12" RCP TO NEW 24" RCP (12X24)	1.000	EA	4,700.00	4,700.00
7	F&I 22.5" CL2 AB - STREET	16,670.000	SF	9.50	158,365.00
8	F&I 4" CL2 AB - SIDEWALK / DRIVEWAY	2,515.000	SF	1.80	4,527.00
9	C&G TYPE A (PER SD 3.07)	930.000	LF	44.00	40,920.00
10	ADA CURB RAMP (CT TYPE A)	1,056.000	SF	11.00	11,616.00
11	BIO CURB & GUTTER	88.000	LF	167.00	14,696.00
12	BIO VERTICAL WALL	117.000	LF	132.00	15,444.00
13	GRIND & OVERLAY (VARIABLE)	16,695.000	SF	4.45	74,292.75
14	F&I 7.5" AC - STREET	16,370.000	SF	8.95	146,511.50
15	ADJUST EXISTING WATER VALVES	4.000	EA	3,900.00	15,600.00
16	REM CONFLICTING & INSTALL THERMO STRIP & MARK	1.000	LS	19,509.25	19,509.25
17	BIOSWALES - EXC/12"CL2 PERM/18" BIO SOIL	1,200.000	SF	28.00	33,600.00
SUBTOTAL S. KELLY IMPROVEMENTS					\$660,656.50

HWY 29 IMPROVEMENTS (TURN POCKETS)					
1	EXCAVATION & OFFHAUL - CLEAN	1,280.000	CY	48.00	61,440.00
2	22.5" CL2 AB - STREET	13,030.000	SF	9.50	123,785.00
3	F&I 7.5" AC - STREET	13,030.000	SF	8.95	116,618.50
4	REM CONFLICTING & INSTALL THERMO STRIP & MARK	1.000	LS	21,000.00	21,000.00
SUBTOTAL HWY 29 (TURN POCKETS)					\$322,843.50

BASE BID \$1,184,500.00

ALTERNATES / ALLOWANCE					
1	CONSTRUCTION ENTRANCE	1.000	EA	5,100.00	5,100.00
2	REMOVE CONSTRUCTION ENTRANCE	1.000	EA	4,800.00	4,800.00
2	TEMP STRIP FOR KRAIL	1.000	LS	10,600.00	10,600.00

Climate Action Interim Plan – City of American Canyon

August 1, 2022

Introduction

This report is the product of a City Council ad hoc committee (the Committee), consisting not only of two council members, but members of the public and stakeholders, all committed to “a goal of Net Zero Climate Pollution, measured in terms of net contribution to excess trapped heat, by or before 2030.” With adoption of a Climate Emergency Resolution on February 1, 2022 [Attachment 2], the City Council also created the Climate Action Ad Hoc Committee. This Committee has met regularly and now presents its preliminary findings and recommendations.

Even before this Committee, a Countywide Climate Action Committee (CAC) has met since 2019. It is an advisory body with representation from all jurisdictions in Napa County, including the same two Councilmembers representing the City on this Committee. It received several very informative and timely presentations on Climate Change topics and spearheaded a Countywide Greenhouse Gas (GHG) inventory, including an inventory of carbon dioxide and other long-lived gases, as well as the short-lived pollutant, methane. It is also considering the development of a Countywide Climate Action Plan. Such a regional approach would allow this Committee to focus on specific actions and programs, some of which would presumably be incorporated into the Countywide plan.

Given the fact that the GHG Inventory and a decision on a regional Climate Action Plan will occur *after* this Committee’s August 1 deadline, a summary of goals and projects are provided for now. After feedback is received from Council and the public, the Committee can proceed with more specific actions and details, such as timelines, resources and partnerships, and a more complete implementation plan. We would also coordinate our efforts with the more regional approach.

For now, this American Canyon Climate Action Plan focuses on four guiding principles:

- The plan should be data-driven, with a dashboard of key performance indicators and/or target completion dates.
- We need to “Lead by Example” (particularly the City itself) and consider the impacts on the Climate in all our actions, from procurement to disposal, including everyday activities.
- There should be an emphasis on public awareness and engagement, followed by individual actions and advocacy; and
- The Council should adopt, and staff implement, specific programs and activities.

Data Driven

There is a saying: “What gets measured, gets done.” In our research efforts we discovered there is a great deal of data that we can collect and monitor. We envision a dashboard of key indicators, such as the number of Solar Panel and battery storage installations, Electric Vehicle registrations, EV Charger installations, Gas appliances replaced with electric alternatives, energy efficiency audits and retrofits, etc. By tracking this data on a regular basis, we can monitor our effectiveness in reducing greenhouse gas emissions. We can also evaluate how effective we are in implementing the various programs and activities. The information can also be used to report to the public on our progress. Attached to this

report is a draft Dashboard [Attachment 1], that tracks ongoing metrics as well as one-time projects/studies. It will be refined during the next phase of this Action Plan.

Likewise, as the Emergency Resolution notes, the City needs to “evaluate all planning and policy decisions through the lens of this [Net Zero Climate Pollution] pledge.” As such, the Environmental Review portion of Council Agenda Staff Reports should consider the larger consequences of Climate Change when evaluating specific policy options for Council consideration.

Lead by Example

Addressing the impacts of Climate Change will be difficult in large part because it will mean making monumental changes in the way we live and do business. Fear of change—especially if we need to change too quickly—can become a powerful roadblock. Therefore, leading by example is critical. The City’s elected and appointed officials all need to recognize we must do our part to make changes. Even if our changes do not immediately appear to “move the needle” they are still important. For example, converting our fleet to electric, wherever possible, is an important step. Installing solar panels and battery storage units, and retrofitting City buildings, are additional examples. As individuals, we need to step up and make changes to our homes and travel modes. Other respected leaders in the community need to be encouraged to do the same.

Encouraging Individual Actions

One of the first major observations of the Committee was the realization that the biggest impact will occur if we can persuade our residents and businesses to make changes, since a substantial part of our climate footprint is from the energy use and transportation sectors at home and at work. A lot of people taking little steps will add up.

We learned about one online tool, for instance, currently known as Regeneration Napa, that offers three features: 1) the software can calculate your carbon footprint; 2) it offers a wide array of online resources and suggestions to reduce that footprint; and 3) it allows teams and other groups of individuals to “compete” with each other, to encourage greater participation. This program can be used to educate and motivate people to implement the changes we need to meet our long-term goals.

In addition, we want to work with community groups to promote climate actions at several events, such as Earth Day, in which we reach out to all segments of the community. We can develop small group sessions on healthy eating (plant-based diets, for example, are not only healthier but have a smaller impact on our environment), use of e-bikes and other ways of reducing vehicle miles traveled, or simple energy efficiency projects. Public and private advocacy are key to collective changes needed to implement emissions reduction policies at the speed and scale the science demands.

Specific programs and activities

Following is the Committee’s initial list of ideas for actions that can reduce the carbon footprint for this community. We have broken the items into several categories, such as transportation and buildings, and briefly outlined the programs consistent with those target areas. Once the full Council and public have had a chance to review this list and refine it, we will meet to include potential stakeholders and allies, discuss resources needed, and determine general timelines. Key metrics will also be identified,

whenever possible, so we can measure success. In effect, it is this list of programs/actions that will be used to track our progress and success.

With this summary in mind, we offer the following programs for Council consideration.

Target Area: Transportation

Goal One: Reduce Vehicle Miles Traveled (VMT)

1. ***Implement the City's 2019 Pedestrian/Bike Plan:*** The adopted plan, and any related amendments, should be a priority both for recreational and job opportunity purposes, as a means of reducing Vehicle Miles Traveled. Studies indicate most trips are less than 5 miles; this makes trips by bike (or e-bike) very competitive with vehicles, provided there are safe routes for bikers and pedestrians. Related to the physical aspects of the plan is the concept of traffic calming in general; that is, slowing vehicle speeds on local streets improves the safety of bikers and pedestrians to use our streets to bike/walk, while we build out our bike/ped network.
2. ***Increase Biking/Walking to Schools:*** Making it safer for children to walk or bike to school would reduce the number of vehicle miles traveled, particularly on local streets, and reduce idling emissions at school parking lots, which are harmful to both health and the climate. This would also require progress implementing the City's Bike/Pedestrian Plan. Further, as young children get comfortable walking/riding to school, it will hopefully spill over into their adult lives.
3. ***Support the completion of the Napa Valley Vine Trail:*** In addition to being an iconic recreational and visitor-serving amenity, the Vine Trail could also be used for employment and more functional purposes, particularly with the use of e-Bikes. It will connect all the Cities within the County when completed, thereby facilitating longer trips. Large portions of this Trail have already been completed or are under construction. American Canyon's portion is primarily driven by private development, with portions of the Trail built as a condition of approval. The City will eventually need to fund a "gap" project, connecting any remaining portions of the trail. Solano County is constructing the Trail from American Canyon to Vallejo, which will provide convenient access to ferries and buses to the larger Bay Area. Connections already exist (or under construction) connecting Napa City through Yountville, and St. Helena to Calistoga.
4. ***Increase the purchase and use of Bicycles and e-Bikes, and installation of supportive infrastructure:*** As noted above, many trips are five miles or less—this is a 10–15-minute bike ride. More local trips can convert to bike (or pedestrian) trips, especially if e-Bikes are considered. Electronic Bikes include a small electric motor which can be engaged as needed, either for climbing hills or if the rider wants a break from peddling. Because of this additional convenience, e-Bikes could easily make VMT reductions more appealing. Electric bikes are also far less expensive than Electric Vehicles, which could make them a viable alternative to a second vehicle altogether. And there are state programs available to support these efforts, as well as model programs in other Bay Area communities.
5. ***Increase the number of transit trips originating in American Canyon:*** Transit is a viable alternative for longer trips, particularly for residents who work throughout the Bay area. NVTa is doing a good job expanding express routes from American Canyon to BART or the Vallejo

Ferry, and more can be done. These lines have proven to be the most likely to grow in ridership. Increasing incentives for individuals to utilize such options will be important.

6. Track local employment by zip code: If the City modified its Business License application to require Employers to report both the number of employees and their residence by zip code, it would be easier to calculate employment related VMT. Hiring locally has several benefits, from increasing retail opportunities to improving a sense of community. In the context of Climate Action, the more locals working in town means less vehicle miles traveled, even if by vehicle. As noted above, a substantial number of these local trips could be converted to bike trips (or walking). This goal would necessarily require significant coordination within the City, especially in terms of housing availability and affordability.

Goal Two: Increase the share of Electric Vehicles/equipment

7. Monitor the number of Electric Vehicles registered in American Canyon: We should track how many new EV's are registered in American Canyon, as well as the overall total.
8. Require Electric Vehicle (EV) chargers as a condition of new development: Currently, American Canyon has relatively few EV Chargers. This number needs to increase significantly over the next few years. An amendment to the City's Zoning Ordinance should be adopted that would require EV Chargers as part of any new multi-family, retail, or commercial/industrial development. The specifics (for example, Level 2 chargers vs. Fast Chargers; number of stations/ports per site, etc.) would need to be refined, based on current industry standards. The City should also work with outside funding sources, such as MCE, PGE, and the Bay Area Air Quality Management District (BAAQMD), to ensure we can help reduce the capital investment. We also need to work with the private sector (Tesla, for example) to identify programs they may offer for businesses to expand their networks. These comments also apply for the next program area below.
9. Encourage installation of EV Chargers in existing developments: Since the City has less authority over existing developments, incentives and good working relationships need to be emphasized. Working with the Chamber of Commerce and outside funding groups, we need to promote retrofitting existing parking lots. A strong case can be made that these new charging stations could encourage more business. Financial incentives can help reduce the out-of-pocket expense, and service fees could be charged to provide a modest revenue stream.
10. Replace gas-powered equipment with electric powered: A variety of landscaping equipment can be converted from gas-powered to electric. The City should consider either a mandatory ban (similar to the Town of Yountville and others), a phasing-out of gas-powered equipment, or just encourage the conversion with cash incentives. At a minimum, the City should require its operations to only use electric equipment and that any of their contractors must have electric powered equipment. Looking beyond landscaping equipment, we could also work with our industrial businesses to convert to electric forklift trucks and other logistical equipment.
11. The City leads by example: The City has already committed to a more consistent vehicle replacement strategy—it needs to make EV conversion a priority. As noted above, it should accelerate the replacement of any gas-powered equipment in its operations and require any contractors we use to operate with electric-powered equipment. Lastly, although we have

installed solar panels on some of our buildings, we should explore expanding this program to most of our buildings, even if there is no immediate financial gain. With battery backup, it would still improve our carbon footprint and enhance our resilience in the case of emergencies.

Target Area: Buildings

Goal Three: Reduce Greenhouse Gas emissions from homes and businesses

12. Increase the number of energy efficiency audits in existing residential and business areas: Although great strides have been made in new buildings, we still have a lot of older homes and businesses that could significantly reduce their GHG emissions by becoming more energy efficient. We need to work with PGE, MCE, and other groups to promote home audits, as well as in existing buildings. Rebates and other incentives need to be identified to ensure energy upgrades are cost-effective for property owners.
13. Reduce/eliminate gas powered appliances in existing homes/businesses: Water heaters, HVACs, clothes dryers, cooking stoves and other building appliances can now be converted to electric powered devices. We need to establish cash incentives to swap out gas powered devices, relying on PGE and other sources. We also need to promote the health aspects of reducing natural gas use inside buildings. In addition, consider the use of outdoor clothes lines as a low-tech alternative to a clothes dryer, whether gas or electric-powered.
14. Discourage, or ban outright, the use of wood-burning stoves and fireplaces: Most newer homes no longer include wood-burning fireplaces, so this is an issue for older homes. There are products on the market that electrically heats a room, but still provides the look of a wood-burning fireplace. As we encourage solar with battery backup, this conversion becomes even more cost-effective.
15. Eliminate natural gas for all new residential development and require new commercial and industrial uses to justify the use of natural gas: The so-called “all electric reach” building codes are likely to occur within the next few years; by acting earlier, we can avoid GHG emissions (and methane) in a more cost-effective manner. More and more jurisdictions are taking this action, and we can learn from their experiences. Allowing some discretion for non-residential uses may be necessary for bona fide business purposes.

Goal Four: Increase the amount of renewable energy used, generated, or stored from homes and businesses

16. Increase the number of solar installations: Often, it is financially beneficial to convert to solar, which should make it easier to sell—provided the customer understands this. Hence, we need to promote public awareness and education campaigns, as well as relying on private contractors. Trade shows hosted by the City is another method of increasing awareness of, and options for, solar.
17. Increase the percentage of “Deep Green” customers: Currently, very few customers opt for the 100% renewable energy, due to costs. Given that this added cost is quite modest, it could be addressed through local incentives. Customers with solar (and particularly with battery backup) should be able to upgrade with no real out-of-pocket cost (assuming their net energy is zero or less). This represents a relatively easy market segment to approach.

18. Encourage battery backup for existing solar customers: All existing solar customers without battery backup should be contacted about the benefits of battery backup. Quick building audits would be needed to verify if a battery can be installed and the relative cost.
19. Require all new construction to include battery backup: This would apply to residential and non-residential developments. Currently, State law requires new construction to be energy neutral, which generally means solar installation. But a battery is not required. Amending the City's building code to make that a requirement would assist in reducing peak energy demands, which is a major source of fossil fuel energy use by Energy Companies (and when renewable energy is at its lowest).
20. Consider using the Solar App+ program: This is an issue that has been discussed by the Countywide Climate Action Committee. There has been some pushback by our Building Officials, primarily due to the existing streamlined permitting processes already implemented. However, we should study the pros and cons of both approaches (particularly from the customer's perspective), as well as any financial incentives, before reaching a conclusion.
21. Explore the development of Solar Farms: Two viable options exist for this area. The first is a traditional solar farm at the abandoned landfill site. There may be some issues to be resolved, including landfill settling, working with an organization that is not motivated to act, and the economics of the project. A second option relates to our industrial park. Many existing industrial buildings at our Green Island Industrial Park may be suitable for solar panels. Although it may not be cost-effective for the building owner to install solar, it may be viable if MCE, the City, or some other group, "leased" the rooftops for a nominal fee and then installed solar and sold it to the Grid. Financing and legal arrangements would need to be worked out.
22. Explore the feasibility of requiring concrete with lower GHG emissions for all new construction: Particularly in our industrial park, the use of concrete is extensive. Concrete is also a major source of GHG emissions. Currently, there are several new techniques that generate a smaller carbon footprint. This issue should be studied in more detail, and include input from our industrial developers, to determine if the use of these new materials is cost-effective and viable.

Target Area: Public Awareness and Lifestyle Changes

Goal Five: Engage the Public in efforts to reduce Greenhouse Gas Emissions and Short-lived pollutants

23. Encourage American Canyon residents to participate in the Napa County Climate Challenge: Formerly known as Regeneration Napa County, this app has three components: participants can develop their GHG profile and determine their overall carbon footprint; they can then look up a wide array of action items (from car purchases to lifestyle changes to solar installations) that can reduce that carbon footprint; and lastly, they can combine into groups and engage in healthy competition to see which groups can make the biggest impacts. The City should promote this program and work with local businesses to offer prizes and other inducements. Furthermore, the program's author has indicated a willingness to modify parts of the program—for example, can we make the program more appealing to students, since in many cases they are the best advocates for changing family behaviors. There are other online programs that we can promote, provided by [MCE](#) and [others](#).

24. Engage the community in programs and events that educate the public on Climate Change and personal actions individuals can take: There are many annual events and topics that support respect for our natural environment, from Earth Day to Healthy People/Healthy Planet, and even programs that highlight the latest in EV's and e-bikes. Several actions have co-benefits, such as the health benefits of a plant-based diet or more human-powered transit. Some bigger issues, such as keeping our population in check, could be discussed, even if we can only make a small impact. These efforts should be supported and encouraged in and around American Canyon. We should track the number of participants that attend and follow up with requests to join the Napa County Climate Challenge.
25. Support the development of the Eco-Center in American Canyon: Currently, the American Canyon Community Parks Foundation (ACCPF) is exploring the feasibility of converting the City's Corp Yard into an Eco-Center. This project could easily become the home base for environmental and climate action in American Canyon, if not the entire Napa Valley. Educational opportunities abound once this facility is up and running.

Target Area: Other Efforts

Goal Six: Preserve and enhance current levels of carbon sequestration and stocking:

26. Wherever possible, preserve existing trees and forests: Consistent with the saying "Do no further harm", we should protect trees from removal to maintain and enhance the urban forest as a net carbon sink. Ways of avoiding tree removal should be considered in private and public improvement projects. A recent case in point is the Watson Ranch developer, who went to considerable expense to move and protect mature trees on his site. The City should also do the same when it comes to their capital improvements.
27. Increase tree planting on publicly owned properties in or around the City: Land owned by the City should be targeted for planting new trees. Although it will take decades before these trees make a big impact on carbon sequestration, they still need to be planted as soon as possible. Some areas include Newell Open Space Preserve, and land around Highway 29 at the south end of town.
28. Establish a Street Tree Canopy Program: Ensuring trees are planted along roadways provides shade to keep homes cooler, as well as aesthetics and cleaner air. Building Codes could be reviewed to ensure trees are required for new installations for residential and commercial development. Parkways or tree-lined medians could be encouraged as a means of increasing tree plantings. A potential opportunity site is Kimberly Drive, which is a wide street and could easily accommodate a tree-lined median.
29. Enhance the carbon sequestration of our Wetlands: Wetlands are very effective at sequestering carbon. A feasibility study should be conducted to accomplish two objectives: first, verify the estimated sequestration currently occurring in our Wetlands areas; and second, identify ways to expand/enhance the existing wetlands. Such expansion should also consider positive impacts on threatened species and recreational potentials.
30. Support efforts to reduce food and organic wastes from our landfill: The primary method is based on SB1383, in which 75% of food and organic wastes need to be diverted from our

landfill. Other steps to be taken would include zero waste events, and compostable food ware programs.

31. Reduce Methane leaks: Part of the GHG Inventory expected in the fall of 2022 will include methane leaks. We need to use that study to identify areas in American Canyon that have a high concentration of methane leaks. This could be residential areas, businesses or possibly the abandoned landfill, in which residual methane is being flared off. Because of the high climate potency of methane relative to carbon dioxide, especially in the short-term, these efforts should be given a priority to address.

Goal Seven: Improve our Resiliency in the face of Climate Change

32. Track development on our wetland edges for sea level rise: Current forecasts suggest we should be okay in the future, but such maps may be updated. Steps should be taken to avoid development too close to our wetland edges. Setbacks should be enhanced to ensure future safety to our community.
33. Develop our capacity to handle emergencies caused by Climate Change: As a community, we have been relatively fortunate compared to the rest of the Valley, in terms of wildland fires and power outages. Nonetheless, we need to include Climate Change impacts in all our Emergency Master plans, developed by the City, Fire District and Police Department.

Implementation and Advocacy

Management: The program should be based in the City Manager’s Office and be able to interact with all departments and the community. A volunteer-based support group should be established to assist in the implementation of this Plan, particularly as it relates to public outreach and engagement.

Financial: The City should provide a baseline level of financial support, above and beyond the Management staff support. Grants should be aggressively sought after, and a Climate Impact Fee, similar to our Zero Water Footprint fee, should be considered. In addition, there are a variety of databases and resources now available providing examples of ordinances and programs in other municipalities around the Bay Area, the state and country that can serve as models for our efforts, to avoid having to start from scratch.

Monitoring: Council and the public should receive quarterly updates on the progress of the above stated goals. The Information Dashboard that will be developed should be added to the City’s Website and updated at least monthly, based on the nature of the data inputs.

Advocacy: The Volunteer-based support group should monitor local, State and National actions relating to Climate Change and encourage the Council to support/oppose those actions, consistent with the Climate Action Plan.

Marketing: Outreach efforts have been discussed throughout this document, but we should also work to develop strong partners, including schools and students (in particular, we need to find Teacher Advocates); neighborhood groups (Neighborhood Watch, for example) and community groups such as the Moms Club or ACCPF. We can also sponsor an annual Video Contest in the schools and use the winning videos for marketing purposes.

Climate Action Dashboard--**DRAFT**

<u>Item</u>	<u>2005</u>	<u>2010</u>	<u>2015</u>	<u>2022</u>	<u>2027</u>
GHG Inventory – in Metric Tons	91,449*				
GHG Inventory—per capita	6.44*				
Short-lived Pollutants—in Metric Tons					
Short-lived Pollutants—per capita					

* 2009 Draft Napa County Climate Action Plan

<u>Goal</u>	<u>Metric</u>	<u>Source</u>	<u>Frequency</u>	<u>Results</u>	<u>Date</u>
Reduce Vehicle Miles Traveled (VMT)					
	Ped/bike lanes built: this period/City total	City PW			
	E-Bike Rebates	City			
	Transit trips originating in American Canyon	NVTA			
	Local Hires/City Total	City Bus. Lic.			
Increase Electric-powered Vehicles & Equipment					
	Electric Vehicle Car Registrations	DMV			
	EV Charging Stations Installed	City Planning			
	Battery-powered equipment rebates	City			
Reduce GHG Emissions in Buildings and Homes					
	Energy Audits Completed	City			
	Electric Appliance Rebates	City			
Increase Renewal Energy					
	Solar Installations	City Planning			
	Battery Backup Installations	City Planning			
	Deep Green Customers	MCE			
Engage the Public					
	Active “Climate Challenge” accounts	App			
	Active “Climate Challenge” teams	App			
	GHG Reduction (in Metric Tons)	App			
	Number of Climate Action events	City			
	Estimated Participants	City			
Other Factors					
	Tree Plantings	City			
	Organic Waste Diversion	Recology			
	Methane Leaks detected/fixed	City			

PROJECT SUMMARY

<u>Project Description</u>	<u>Est. Start</u>	<u>Act. Start</u>	<u>Est. Finish</u>	<u>Act. Finish</u>	<u>Status</u>
EV Charging Ordinance					
All Electric Reach Code					
Electrified Yard Maintenance Equip. Ord.					
Climate Action Incentives Program					
Solar Farm Feasibility study					
Concrete Feasibility study					
Wetlands Enhancement study					
Tree Canopy Ordinance					
Climate Change/Emergency response					

Status Codes:

Project on schedule

Minor delays/problems

Serious delays/problems

Project not approved/on hold

RESOLUTION NO. 2022-07**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON ADOPTING THE AD-HOC CLIMATE ACTION COMMITTEE'S RECOMMENDATION TO DECLARE A CLIMATE EMERGENCY**

WHEREAS, there is broad scientific consensus that climate change caused by human activity represents a growing danger to human health, safety, and economic prosperity, and the window of opportunity for long term climate preservation is rapidly closing; and

WHEREAS, 195 countries signed the "Paris Agreement" acknowledging the threat of climate change and urgent need to combat it, agreeing to keep global mean temperature "well below 2 degrees Celsius above pre-industrial levels" and to "pursue efforts to limit temperature increase to 1.5 degrees Celsius;" and

WHEREAS, the 2018 Intergovernmental Panel on Climate Change (IPCC) report, "Global Warming of 1.5 degrees Celsius," affirmed that "Limiting global warming to 1.5 degrees Celsius would require rapid, far-reaching and unprecedented changes in all aspects of society," and further projected the earth could reach and exceed this temperature threshold as soon as 2030, far earlier than previously anticipated; and

WHEREAS, the 2018 US government report, "Fourth National Climate Assessment," detailed the massive threat to the American economy posed by climate change and underscored the need for immediate climate emergency action at all levels of government; and

WHEREAS, California, Napa County and their residents, economy, and environment have already experienced dramatic adverse effects from climate change, including prolonged wildfire seasons, firestorms, rising temperatures, mudslides, severe droughts, property destruction, damage to infrastructure, and loss of life; and

WHEREAS, climate breakdown, while endangering all people, disproportionately impacts young and older residents and the most vulnerable, exacerbating existing social justice and other inequities; and

WHEREAS, today's children represent a particularly vulnerable group because increasing greenhouse gases and trapped heat will almost certainly have a profound negative impact throughout their lives, as well as the lives of future generations; and

WHEREAS, on June 18, 2019, the City Council issued a Proclamation to join with Napa County Jurisdictions dedicated to working together with community organizations, businesses, schools, and regional partners and jurisdictions to educate, mobilize, expand, and accelerate local, regional, and statewide support for comprehensive, immediate, and sustained action; and

WHEREAS, as used above, the term "Climate Emergency" does not refer to an "Emergency", a "Local Emergency", or a "State of Emergency" as defined in American Canyon Municipal Code Chapter 2.48 "Civil Defense and Disaster Relief, Article I "Organization of City for Emergency Response" and the City Council does not confer any emergency powers to the City Manager/Director of Emergency Services as it relates to this Proclamation.

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

1. That a Climate Emergency exists, and that it threatens our city, state, country, and the planet;

2. That the City of American Canyon joins a growing list of communities committed to a goal of Net Zero Climate Pollution, measured in terms of net contribution to excess trapped heat, by or before 2030, and further commits to evaluate all planning and policy decisions through the lens of this pledge, and to implement both immediate and sustained actions in support of its achievement; and

3. That the City Council recognizing the need for full community participation and support, commits to providing leadership and services in working with community organizations, businesses, schools, and regional partners and jurisdictions to educate, mobilize, expand, and accelerate local, regional and statewide support for comprehensive, immediate, and sustained action to achieve its goal of net zero climate pollution by or before 2030; and

4. That the City Council will consider amendments to its General Plan and its 2012 Energy Efficiency/Climate Action Plan, consistent with its commitment to net zero climate pollution by or before 2030.

BE IT FURTHER RESOLVED that the City Council directs its Ad Hoc Climate Action Committee to complete the following:

1. Develop specific recommendations and measurable outcomes to achieve the goal of Net Zero Climate Pollutants by 2030 in the following areas:

- a. Transportation
- b. Buildings
- c. Renewable Energy and Storage
- d. Other Environmental issues, including but not limited to, water conservation, urban agriculture and food composting, and recycling
- e. Carbon Sequestration
- f. Public Awareness and Education regarding individual actions, including individual lifestyles and business operations
- g. Climate Resiliency Efforts

2. Work with City staff, stakeholders and community leaders and organizations and the public at large.

3. Identify funding sources and grant opportunities.

4. Present its findings and recommendations within six months.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 1st day of February, 2022, by the following vote:

AYES: Councilmembers Joseph, Oro, Washington, Vice Mayor Aboudamous, and Mayor Garcia
NOES: None
ABSTAIN: None
ABSENT: None

DocuSigned by:
Leon Garcia
BA1BB3340DAC47C...
Leon Garcia, Mayor

ATTEST:
DocuSigned by:
Taresa Geilfuss
609347883BC94DC...
Taresa Geilfuss, City Clerk

APPROVED AS TO FORM:
DocuSigned by:
William Ross
285D50133D93421...
William D. Ross, City Attorney