



REGULAR CITY COUNCIL MEETING AGENDA

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

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

Consistent with Government Code Section 54953 and the American Canyon City Council Resolution Declaring the Existence of a Local Emergency due to the COVID-19 Pandemic, City Council and other public meetings will be conducted both in person at City Hall, 4381 Broadway, Suite 201, and also via Zoom Teleconferencing to promote local, state, and federal guidelines and social distancing recommendations for the containment of the coronavirus. City officials and members of the public are invited to attend the meeting either in person or via teleconference. This meeting will be broadcast live to residents on Napa Valley TV, on our website [here](#) and on YouTube [here](#).

PUBLIC PARTICIPATION

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

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

Zoom Meeting Link: [Click here](#)
Webinar ID: 836 1946 5437 **Passcode:** 873516

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

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

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

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

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

4:00 P.M. CLOSED SESSION

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

- 2. Conference with Legal Counsel - Existing Litigation (2 matters). Authorized pursuant to Government Code Section 54956.9(d)(1):**
 - a. *City of American Canyon v. City of Vallejo, et al.* (Napa Superior Court Case No. 22CV000772)**
 - b. *City of American Canyon v. Leon Dale Schmidt* (Napa Superior Court Case No. 22CV001041)**

- 3. Matters Relating to Public Employment Public Employee Performance Evaluations Pursuant to Gov. Code Section 54957.**
Position: Jason Holley, City Manager

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

PROCLAMATIONS AND PRESENTATIONS

PUBLIC COMMENTS - ITEMS NOT ON THE AGENDA

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

AGENDA CHANGES

The Mayor and Council may change the order of the Agenda or request discussion of a Consent Item. A member of the

CONSENT CALENDAR

4. **Minutes of October 5, 2022**
Recommendation: Approve the minutes of the Special Joint City Council and Open Space Advisory Committee meeting of October 5, 2022.
5. **Minutes of the City Council Meeting on November 1, 2022**
Recommendation: Approve the minutes of the Regular City Council Meeting on November 15, 2022.
6. **Report Upon Return from Closed Session from November 1, 2022**
Recommendation: Approve the Report Upon Return from Closed Session for the City Council Meeting of November 1, 2022.
7. **AB361 In Person and Remote Teleconferenced Meetings - November 15, 2022 - December 15, 2022**
Recommendation: Adopt a Resolution 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 November 15, 2022 - December 15, 2022 pursuant to the Ralph M. Brown Act.
8. **Minimum Wage Update to Part-time Temporary Staff Pay Rates**
Recommendation: Adopt a Resolution approving part-time temporary staff pay rates, and updating the salary schedule and compensation plan for FY 2022/2023.
9. **Utility Rate Advisory Committee**
Recommendation: Adopt a Resolution establishing and appointing ratepayers to an ad-hoc Utility Rate Advisory Committee.
10. **2022 California Building Standards Code with local Amendments Second Reading**
Recommendation: Approve second reading by title only, and adopt an Ordinance of the City Council of the City of American Canyon repealing Chapters 16.01 through 16.09 and 16.13 of the City of American Canyon Municipal Code and all other conflicting ordinances and parts of Ordinances and Adopting by Reference the 2022 Editions of the California Code of Regulations Title 24 and Related Model Codes with Appendices and Amendments as identified herein through express Findings of Local Necessity.

PUBLIC HEARINGS

11. **Water Conservation Plan Municipal Code Update First Reading**
Recommendation: Waive first reading, read by title only, and adopt an Ordinance of the City Council of the City of American Canyon to repeal and replace Chapter 13.14.01 through 13.14.140 of the American Canyon Municipal Code.

12. 106 Wilson Way - Special Assessment Lien

Recommendation: Adopt a Resolution of the City Council of the City of American Canyon confirming the report of proceedings and accounting for the costs incurred in abating the public nuisance located at 106 Wilson Way and notice of ordering the imposition of a Special Assessment Lien.

BUSINESS

13. Update on Second Hand Smoke in Multifamily Settings

Recommendation: Staff recommends the Council receive information and provide possible direction to staff regarding second hand smoke in multifamily settings.

14. Contract Award for the Green Island Road Rule 20A/B Utility Undergrounding Project (TR16-0703).

Recommendation: Adopt a Resolution taking the following actions in conjunction with Green Island Rule 20A/B Utility Undergrounding Project:

1. Awarding a construction contract to St. Francis Electric, LLC in the amount of \$1,766,867,
2. Awarding a construction contract for overhead utility service conversions to RC Electric, Inc. in the amount of \$29,175.46,
3. Authorizing the City Manager to enter into an agreement with Consor North America, Inc. for construction management services in an amount not to exceed \$250,000, and
4. Authorizing the Public Works Director to approve Contract Change Orders in an aggregate amount not to exceed the Project Budget in conjunction with the Green Island Road Rule 20A/B Utility Undergrounding Project (TR16-0703).

15. Playground Replacement Project (PR21-0100)

Recommendation: Adopt a Resolution taking the following actions in conjunction with the Playground Replacement Project:

1. Authorizing a budget transfer from the Park Impact Fee Fund (310-85-450-48310) to the Capital Project Fund (350-85-450-37390) in the amount of \$351,980.00;
2. Approving Award of Construction and Equipment Purchase Agreement with Miracle PlaySystems, Inc. for CIP Project No. PR21-0100 (Playground Replacement Project) for Linwood Park, Via Bellagio Park, and Northampton Park for an amount not to exceed \$679,892.00; and
3. Authorizing the Public Works Director to approve and execute contract change orders in an aggregated amount not to exceed the project budget in conjunction with the Playground Replacement Project (PR21-0100).
4. Approve California Environmental Quality Act (CEQA) exemption pursuant to CEQA Guidelines Section 15302 for replacement and reconstruction of existing facilities.

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.

16. **Planning Commission Recruitment Update**
17. **Council Committee Report - Councilmember Mark Joseph**
Recommendation: Receive and file the Council Committee Report from Councilmember Mark Joseph.

18. **Future Agenda Items of Note:**

December 6, 2022

Giovannoni Logistics Center
Certify Election Results
Presentation on ARS 115 Trust
Award contract for 189 Taresa demolition
MUD - Environmental Compliance Update

December 20, 2022

Appointment of Boards & Commissions
Selection of Vice Mayor & Council Committee Assignments
FY 2021-2022 Auditors Report
Annual Employee Demographics
Open Space, Active Transportation and Sustainability Commission Re-authorization
Resolution & Work Plan
Watson Ranch Partial Notice of Completion

January 17, 2023

Speed Survey Results
Pavement Management Plan & Measure T MOE
Open Space, Active Transportation and Sustainability Commission Ordinance
Annual Cannabis Permit Status
PWD Update

Late January 2023 TBD

Council Strategic Planning for 2023

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
Special Joint City Council & Open Space Advisory Committee
4381 Broadway, Suite 201**

October 5, 2022

ACTION MINUTES

CALL TO ORDER

The meeting was called to order at 5:02p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

Roll Call was taken.

ATTENDANCE

City Council Members Present:

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

Open Space Advisory Committee Members Present:

Chair Nance Matson
Vice Chair Scott Artis
Committee Member Barry Christian
Committee Member Tara McClinton-Horner
Committee Member Kim Hester-Williams

Absent:

City Council – None
Open Space Advisory Committee - None

PUBLIC COMMENT

Mayor Garcia opened Public Comment.

Written Public Comment Received:

None

Oral Public Comment Received:

Justin Hamilton-Hole made a Public Comment

Mayor Garcia closed Public Comment.

AGENDA CHANGES

None

BUSINESS

1. Future of the Open Space Advisory Committee

City Manager Holley led a discussion with City Council and the Open Space Advisory Committee to determine the future of the Open Space Advisory Committee. City Manager Holley presented three (3) different options:

1. Re-authorize the Open Space Advisory Committee as the “Open Space and Bicycles Advisory Committee” and approve the FY 22/23 work plan.
2. Expand the purview of the Parks and Community Services Commission (PCS) to include “open space issues”, designate the Planning Commission as the “Bicycle Advisory Committee”, and discontinue the Open Space Advisory Committee.
3. Elevate the Open Space Advisory Committee to a paid commission and expand its purview to include sustainability issues.

The City Council and the Open Space Advisory Committee participated in a discussion regarding the three presented options to determine the Open Space Advisory Committee’s future.

Mayor Garcia opened Public Comment.

Written Public Comment Received:

1. Nance Matson
2. Kara Vernor
3. Tammy Wong
4. Kristin Einberger
5. Cathy Margolati

All written Public Comment received is attached to Meeting Minutes.

Oral Public Comment Received:

1. Justin Hamilton-Hole
2. Kara Vernor
3. Mario Valadez
4. Tammy Wong
5. Karina Servente

Mayor Garcia closed Public Comment.

ACTION:

Motion by Councilmember Mark Joseph, seconded by Councilmember David Oro, and carried unanimously, to approve the elevation of the Open Space Advisory Committee to a paid commission and expand its purview to include open space, sustainability issues and bike elements, AND for the Open Space Advisory Committee to submit to City Council for authorization their finalized work plan for fiscal year 22/23 that shall include sustainability issues and bike elements, AND establish an annual Joint City Council and OSAC Meeting.

Roll Call was conducted:

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

Nays: None

Abstain: None

Absent: None

ADJOURNMENT

The meeting was adjourned at 7:54p.m.

CERTIFICATION



Liz Lozano

Administrative Technician

Special Joint City Council/Open Space Advisory Committee

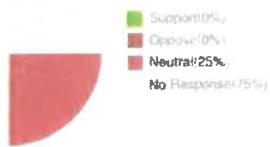
10-05-22 17:00

Agenda Name	Comments	Support	Oppose	Neutral
1.) Future of the Open Space Advisory Committee	4	0	0	1

Sentiments for All Agenda Items

The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Agenda Item: eComments for 1.) Future of the Open Space Advisory Committee

Overall Sentiment



Kristin Einberger

Location:

Submitted At: 8:29am 10-05-22

Hello. My name is Kristin Einberger and I am Chair of PCS. I would like to comment on Option 2 of the OSAC Work Plan discussion with the City Council. Though it is true that OSAC and PCS may be working on a couple items together, most notably perhaps the Clark Ranch Master Plan, the comment that their work can be absorbed into PCS with minimal additional resources because many of their proposed activities are already on our PCS Work Plan is, I believe, somewhat short sided. The Work Plan of PCS for this fiscal year has already been set and adding the Eco Center, Jaeger Open Space, an update of the Newell Management Plan, guidance related to volunteer conservation and more would add a great deal to an already large work plan to be accomplished in the next 9 months. I would recommend that the Council explore other options. Thank you.

T L Wong

Location:

Submitted At: 7:45pm 10-04-22

I walk, bicycle, or run every day in our city, for recreation and transportation. I particularly love the views of our Wetlands, appreciate the wildlife who live there, and enjoy seeing the community use and appreciate it for the

wonderful resource it is. I am thankful every day for our City's foresight and OSAC's contribution in developing it.

Our city is fortunate to have a strong partnership with the American Canyon Community Parks Foundation and the future establishment of the Eco-Center. With this synergy in mind, the possibility of merging PCS and OSAC into one commission (sans bicycling) is intriguing. I believe by leveraging the city's relationship with ACCPF for them to emphasize more of the current PCS responsibilities, this could enable the newly combined PCS/OSAC to absorb OSAC roles & responsibilities.

I am glad to see bicycling discussed. I have bicycled nearly 200 miles within our city limits this year. The vast majority of this mileage is replacing car trips to my community garden, and occasionally the dentist, post office, library or community meetings.

There is a need to execute the city's plan to expand and improve bicycle infrastructure, making it safer for users of all ages and abilities. To that goal, I believe a new bicycling commission with defined roles & responsibilities is best, with applicants specifically selected for their personal interest, knowledge of best practices and standards, as well as current available resources or lack thereof in our city.

I applaud the staff report for including sustainability. In my opinion, this is a huge area, and of utmost importance. Bicycling is a large part of the Climate Action interim plan, so I can see the synergy that would be created by combining the two interests into what NCBC proposes, an "Active Transportation and Sustainability Committee". So, either having separate committees for bicycling and sustainability, or leveraging the synergy of a combined committee, makes sense to me.

I do not support adding bicycling to the existing city commissions. I feel strongly that a new group with members interested in the respective topic and selected specifically for that purpose will fulfill this critical responsibility best. Furthermore, I strongly recommend having youth participation in the PCS/OSAC, sustainability and bicycling commission(s), as regular members or non-voting members, considering even a two-year term if that makes it more compatible with school terms.

Kara Vernor

Location:

Submitted At: 3:16pm 10-04-22

The Napa County Bicycle Coalition urges you to consider a 4th option as is done in St. Helena with their "Active Transportation & Sustainability Committee." Under the OSAC, which attempts to incorporate a Bicycle Advisory Committee (BAC), it seems that bicycles have been a focus only at times. In speaking with one OSAC member, they could not recall focusing on a bike project in the past two years, and none of the proposed OSAC workplan for 22/23 includes bike-related projects. Though OSAC is formally the BAC, it does not appear that staff has been eliciting advice on bike-related projects, so it seems the OSAC is the BAC in name only (though not that either). OSAC has also been the BAC since 2010, and its description still reads "serves in an advisory capacity to the City Council about matters pertaining to open space, trails and related issues" with no mention of bicycles.

Considering how the OSAC will move forward brings an opportunity to establish a true BAC, and there are many reasons to do so. Even with bicycle-friendly staff who have the best intentions of implementing the Bike Plan and Complete Streets policies, staff are often faced with tough decisions. Is the community in support of better bike facilities that also cost the City more? Which facility is best given potential right-of-way battles? These dilemmas benefit from the input of citizens, and citizen support is often key to moving a project forward. As well, new and improved solutions can come out of BACs; Napa is on track to implement its first buffered bike lane because of the design introduced via their BAC attendees (rather than via staff).

Councilmember Oro recently called for American Canyon to be a "bike-first city," a measure of which can be found in the "Bicycle Friendly Community" designation. A prominent factor weighed in this determination is whether a city has a BAC. Nationally, BACs are considered key to establishing bikeable cities. As well, Councilmember Joseph recently mentioned that Students for Climate Action may focus its efforts on bicycles this year, and a BAC would open a channel of regular communication about design and progress, providing a convenient way to participate in local government.

Please consider a 4th option that establishes an Active Transportation & Sustainability Committee or choose Option 3 with the caveat that staff commit to at least bimonthly reviews of bicycle-related projects so that the

committee truly does yield advice on bike infrastructure.

Nance Matson

Location:

Submitted At: 11:45am 10-04-22

Nance Matson comments for Oct 5th, 2022 Joint City Council / OSAC Meeting, part 1

Thank you for taking the time to discuss the various options for the ongoing work related to Open Space, Trails and Bicycles in American Canyon.

Since we last met with you on May 31st, I was told that OSAC would not meet until after City Council approved our workplan. Thus, the October 5th join meeting is the first time that OSAC members will be able to comment on the three options proposed by staff.

I'm submitting my comments in writing and look forward to our discussion.

Thanks,

- Nance Matson, OSAC Chair

Options

- Three options are interesting

- Option 1 – re-authorization:

o I am in favor of this option

o OSAC has shown over the years that we have the desire and expertise to participate successfully in the areas described in the reauthorization resolution.

o Re-authorization means that we don't lose momentum on current grant funded projects and Open Space, Trails and Bicycle activities.

o Re-authorization means that there continues to be a dedicated committee focused on keeping our open spaces natural and our trails and bicycle route systems available to our community.

- Option 2: Expand the purview of PCS to include "open space issues" and designate the Planning Commission as the bicycle committee to:

o PCS and Planning commissioners are all quite capable and are committed to the success and growth of our community, but I have two questions:

_ Does PCS have the bandwidth and expertise and desire to take on "open space issues", specifically the Newell Master Plan and review and further development and management input for Open Space and Trails?

_ Given the specific role of the planning commission is to review and decide on development applications, can they pivot to advocate greater bike transportation within American Canyon and push forward the implementation of the bike master plan and serve as the bike advisory committee? Do they have the bandwidth to do so?

(continued in next comment)

Cathy Margolati

Hi. My name is Cathy Margolati and I am a member of the PCS commission. I want to comment on the proposed options for the future of the OSAC committee I am concerned about Option 2 as a viable solution moving forward. At our last joint Council and Commission Meeting a work agenda was set for the next fiscal year for PCS of which no items are those that OSAC works on. If this option was selected attention and detail to areas in which OSAC has focused and worked on would unfortunately be left untouched. Moving forward, as PCS proposes items to Council for future consideration, you will find a long list of outstanding areas that are not related to Open Space/Bike Safety.

The OSAC committee members have many combined areas of expertise and knowledge that are relied upon for our valued Open Spaces and will be needed when our City possibly is gifted space in the Jaegar property. I feel that their role should continue as it is or as a newly formed Commission.

Thank you .

Nance Matson comments for Oct 5th, 2022 Joint City Council / OSAC Meeting

Thank you for taking the time to discuss the various options for the ongoing work related to Open Space, Trails and Bicycles in American Canyon.

Since we last met with you on May 31st, I was told that OSAC would not meet until after City Council approved our workplan. Thus, the October 5th join meeting is the first time that OSAC members will be able to comment on the three options proposed by staff.

I'm submitting my comments in writing and look forward to our discussion.

Thanks,

- Nance Matson, OSAC Chair

Options

- Three options are interesting
- Option 1 – re-authorization:
 - o I am in favor of this option
 - o OSAC has shown over the years that we have the desire and expertise to participate successfully in the areas described in the reauthorization resolution.
 - o Re-authorization means that we don't lose momentum on current grant funded projects and Open Space, Trails and Bicycle activities.
 - o Re-authorization means that there continues to be a dedicated committee focused on keeping our open spaces natural and our trails and bicycle route systems available to our community.
- Option 2: Expand the purview of PCS to include "open space issues" and designate the Planning Commission as the bicycle committee to:
 - o PCS and Planning commissioners are all quite capable and are committed to the success and growth of our community, but I have two questions:
 - Does PCS have the bandwidth and expertise and desire to take on "open space issues", specifically the Newell Master Plan and review and further development and management input for Open Space and Trails?
 - Given the specific role of the planning commission is to review and decide on development applications, can they pivot to advocate greater bike transportation within American Canyon and push forward the implementation of the bike master plan and serve as the bike advisory committee? Do they have the bandwidth to do so?
- Option 3: Elevate OSAC to a paid commission and expand its purview to include sustainability.
 - o This is an interesting option. I read the Climate Action Plan report and listened to the presentation at City Council on September 6th. I am impressed with the initial work and the report lays out a framework that a standalone committee or OSAC can run with. City Council is in the early stages of figuring out the next steps, so it may not move to a committee (or OSAC) quickly. With my career in

energy efficiency, this is in my wheelhouse. I look forward to finding out if other OSAC members are interested in expanding our purview to include the sustainability and climate action plan work.

Work Plan History

I reviewed OSAC's work plans and minutes. In the early days (2006-2009), we were working off our original charge. It appears that OSAC specific work plans may have been bundled into open space related Capital Improvement budget approvals by council. Starting in 2010, we developed annual work plans, many of which did come to City Council for review and approval. Looking at our minutes over the years, we were essentially within OSAC's purview and approved work plans. There were often discussions and coordination with other entities that enhanced work plan items and moved our Open Space and Trails even further (such as the RCD work in Newell and, along with PCS, reviewing developer plans regarding parks, bicycle and pedestrian circulation and Open Space areas. Other than Napa Cove and the apartments on Silver Oak trail, I think we've reviewed every residential development in town since the Napa Junction apartments near Walmart).

Here are my thoughts on the Current Work Plan:

- Newell Management Plan
 - o Committee member Myer and I did a read through the plan in 2013 and presented our findings to OSAC, including a list of sections that might need updating. Funds were approved by Council in or around 2019 to hire a consultant to update the plan, I believe at the same time as the Parks & Community Services Master Plan was to be updated. When the Parks & Rec Element subcommittee reconvened in 2021, I don't recall that the Newell Management Plan was included in the work scope.
 - o When the plan is updated, we do need to include the Napa Land Trust in the process as they hold the conservation easement.
- Update the Parks & Community Services Master Plan
 - o PCS was assigned the task of writing the Parks & Community Services Master Plan. In 2006, we were asked to help and we wrote the Open Space and Trails chapter (Myers/Christian) and the Bicycle and Pedestrian chapter (Novak/Stanfield).
 - o Parks & Rec Element subcommittee met in 2021 and provided initial comments, but that subcommittee has not met since. Matson and Artis were assigned to represent OSAC on this subcommittee.
- Implementation of the Clarke Ranch Master Plan
 - o OSAC had representatives on the initial feasibility study committee (Novak, 2007) and the original master plan subcommittee (Novak and Matson, 2017). Parks & Rec Element subcommittee redrafted the plan in 2021, but the plan has not come back to OSAC and PCS for review before coming to Council.
- Eco Center

- ACCPF asked in April 2022 for us to schedule a joint PCS/OSAC walking meeting at the Eco Center site so that we could see their proposed project and so they could get input from the committee/commission. That meeting has not yet been scheduled. I understand that the Eco Center is not a city project and that we have no jurisdiction over the Eco Center. Similar to other development projects in town, I'd like to understand the Eco Center project in terms of park, open space and trail amenities as well as hear about their potential recreation and environmental programs. OSAC has discussed getting a kayak launch in the area since 2006, so that will be of interest to the committee.
- Jaeger Open Space
 - Similar to our work regarding the development of the Newell Open Space and the Napa River Trail System, OSAC is well poised to review proposed use, trail systems and review and modify our current trail regulations if needed.
- Volunteer Projects
 - OSAC has been involved in Open Space and Trails-related volunteer projects since our inception in 2006. The baton has been passed back and forth between the committee and staff over the years. What should the committee's role be? Should we review and suggest volunteer projects? Should we be involved in the planning and implementation? Staff and OSAC need to discuss this part.
- (add?) City Bicycle Committee Activities
 - OSAC was designated by the City Bicycle Advisory Committee in 2010.
 - The Bicycle Plan, written by committee members Novak and Stanfield included in the original Parks & Community Services Master Plan, was integrated into the NVRTA Countywide Bicycle Plan.
 - Over the years, OSAC has reviewed and provided recommendations to City Council on each update to the Countywide Bicycle Plan, the first time in 2007 and the latest in 2019-2020. PCS was involved in at least one of these review cycles. Our original bicycle circulation plan has withstood the test of time, with very minor changes over the years.
 - OSAC started looking at Vine Trail segments through American Canyon in 2008. I think Paoli Loop is the last segment to figure out, but I may be wrong.
 - In 2012 and perhaps earlier, OSAC looked into going through the Bicycle Friendly Community application process as we would not only be certified at a specific level, we would get a roadmap from them on how to improve conditions for bicycling and guidance on what we'd need to do as a city to get to a better, bikeable community. We were told by staff that we would need help from Public Works to complete the application and that Public Works did not have the bandwidth to add it to their workplan. The Bicycle Friendly Community application may still be useful to do.
 - Since then, various bike routing issues have come to the attention of OSAC and we have reviewed and provided comments. We were told that the complete streets process requires bicycle paths be included, further clarification is needed on what that means.

- In talking with Planning Commissioner Wong over the summer, She and I discussed the bike plan and implementation. She mentioned that often the Planning Commission, in their review of development plans, looks at bicycle related issues such as bike parking and, I believe, bike access. A question she raised is whether we need to update our bicycles codes. Is this something the bicycle committee can be involved with?

I want to make sure we don't lose sight of any projects that have been on OSAC's radar, including projects with current grant funding:

Grant Funding – Progress is being made on all three of these, but when do these funds expire?

- Newell Habit Conservation Fund \$86,753 with \$86,753 city funding (50/50 match)
 - ADA parking lot and trail improvements for first 0.5 miles of Newell access trail.
 - 2 year extension was reported in Sept 1, 2021 OSAC meeting packet
- Measure AA - \$450,000 Wetlands Restoration, Reclamation, and Recreation Project
- Environmental Education Facilities Grant \$250,000

Funds have been set aside for Newell Open Space Projects by:

- ACCPF (Creekside trail improvements, \$\$ amount is?, timeline is?)
- Canyon Estates (\$100k or \$250k? I don't think a plan is in place for how these funds will be used).
- Grazing Fees Fund (\$\$ amount is?)

Here are some outstanding trail projects that I am aware of, not including the many routes in the bicycle plan:

- Vine Trail (Paoli Loop section, connector to Napa and Vallejo)
- SF Bay Trail (Kensington-Kimberly section) – we started looking at this in 2008, a feasibility study was completed in 2009-10, permitting started in 2016 but the project has been on hold for a few years.
- River to Ridge Trail
- SF Bay Water Trail (presentation in 2012)

I hope you find this helpful and I look forward to our discussion on Wednesday night.

Thanks,
- Nance Matson, OSAC Chair

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

ACTION MINUTES
November 1, 2022

PUBLIC ADDRESS – CLOSED SESSION 4:00 P.M.

4:00 P.M. CLOSED SESSION

1. Conference with Legal Counsel – Anticipated Litigation Authorized pursuant to Government Code Section 54956.9 (d)(2).One Matter.

2. Conference with Legal Counsel - Existing Litigation (4 matters). 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)
Russell Charpentier and William Baker v. City of Vallejo, et. al (Solano Superior Court Case No FCS058765)**

City of American Canyon v. Leon Dale Schmidt (Napa Superior Court Case No. 22CV001041)

3. Matters Relating to Public Employment Public Employee Performance Evaluations Pursuant to Gov. Code Section 54957.

Position: Jason Holley, City Manager

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

CALL TO ORDER

The meeting was called to order at 6:39 pm

PLEDGE OF ALLEGIANCE

ROLL CALL

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

Absent: None

Excused: None

The Pledge of Allegiance was recited.

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 5:03 p.m. Public comment was delayed until 5:30 p.m. Council returned to closed session to address items other than 2b. For Item 2b. public comment was heard from William Baker, Margaret Sharkey and Homar Crespo. Council returned to closed session and concluded at 6:25 p.m. A written report will be provided.

PROCLAMATIONS AND PRESENTATIONS

4. Proclamation recognizing November 11, 2022, as Veterans Day.

Mayor Garcia announced the proclamation.

PUBLIC COMMENTS - ITEMS NOT ON THE AGENDA

Mayor Garcia called for public comments. Written comments: none. Oral comments: Russell Charpentier was called to speak; Margaret Sharkey was called to speak; Homar Crespo was called to speak; William Baker was called to speak; Kevin Keith was called to speak; David Gilbreth was called to speak; Jeanette Goyetche was called to speak; Yvonne Baginski was called to speak; Tammy Wong was called to speak; Eve Kahn was called to speak; Jason Kishineff was called to speak; Hugh Marquez was called to speak; Arvind Nischal was called to speak; Beth Marcus was called to speak; Fran Lemos was called to speak. The public comments period was closed.

Council recessed to enjoy cake in celebration of Diwali at 7:30 p.m.

Council reconvened at 7:40 p.m.

AGENDA CHANGES

There were no changes.

CONSENT CALENDAR

5. Minutes of October 18, 2022

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

6. Report Upon Return from Closed Session for the meeting of October 18, 2022

Action: Approved the Report Upon Return from Closed Session for the meeting of October 18, 2022.

7. Report Upon Return from Closed Session for the meeting of October 24, 2022

Action: Approved the Report Upon Return from Closed Session from the Special City Council Closed Session meeting of October 24, 2022.

8. Eucalyptus Sidewalk Gap Closure Notice of Completion

Action: Adopted Resolution 2022-96 increasing the FY 22/23 Capital Budget and Project Budget for the Eucalyptus Sidewalk Gap Closure Project (TR19-0440), accepting the contracted work as

complete, authorizing the Public Works Director to file a Notice of Completion (Agreement 2022-A160) and releasing a retention payment to FJ & I Engineering, Inc.

9. AB1600 Annual Report

Action: Received and filed the Development Impact Fee Report for the Fiscal Year ended June 30, 2022.

PUBLIC HEARINGS

10) Municipal Code Water Conservation Plan Update First Reading

Council received a staff report from Maintenance & Utilities Director Felix Hernandez, III. Mayor Garcia opened the public hearing and called for public comments. Written comments: none. Oral comments: Tammy Wong was called to speak. Public comments and the public hearing were closed. Upon noticing this item was improperly titled, staff recommended to continue the item to November 15, 2022.

Action: Motion to Continue the Public Hearing for Municipal Code Water Conservation Plan Update to November 15, 2022. 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

11. Waive first reading, read by title only, and adopt an Ordinance amending American Canyon Municipal Code Title 16 to repeal the 2019 California Building Standards Code and replace it with the 2022 California Building Standards Code with local amendments.

Council received a staff report from Community Development Director Brent Cooper with Chief Building Official Tom Trimberger available for questions. Mayor Garcia opened the public hearing and called for public comments. Written: none. Oral: none. Public comments and the public hearing were closed.

Action: Motion to waive first reading and adopt an Ordinance of the City Council of the City of American Canyon repealing Chapters 16.01 through 16.09 and 16.13 of the City of American Canyon Municipal Code and all other conflicting ordinances and parts of Ordinances and Adopting by Reference the 2022 Editions of the California Code of Regulations Title 24 and Related Model Codes with Appendices and Amendments as identified herein through express Findings of Local Necessity made by Councilmember Mark Joseph, seconded by Councilmember David Oro, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

Excused: None

BUSINESS

12. Playground Replacement Project (PR21-0100) Options

Council received a staff report from Parks & Recreation Director Alexandra Ikeda. Mayor Garcia called for public comments. Written comments: Holly Vasquez. Oral comments: Sophie Borgeaud, Jenelle Sellick was called to speak; Beth Marcus was called to speak; Hugh Marquez was called to speak; Jason Kishineff was called to speak. The public comments period was closed.

13. Maintenance and Utilities Department, Water Operations Update

Council received a staff report from Maintenance & Utilities Director Felix Hernandez, III with Water Systems Manager Dominic Patrick. Mayor Garcia called for public comments. Written comments: none. Oral comments: none.

MANAGEMENT AND STAFF ORAL REPORTS

14. Community Cat Update

Council received an update on Community Cats from Assistant City Manager Maria Ojeda. Public Works Director Erica Ahman Smithies updated on the Green Island Rd Undergrounding Project bid opening. City Clerk Taresa Geilfuss announced the opening of the Parks & Community Services Commission recruitment.

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

15. Council Committee Report - Councilmember Mark Joseph

Council received and filed the Council Committee Report from Councilmember Mark Joseph. Mayor and councilmembers commented on items of interest.

16. Future Agenda Items of Note:

November 15, 2022, Playground Replacement Project Award
106 Wilson Property Lien
Update on Smoke-Free Multi Family Housing

December 6, 2022

189 Theresa Demolition
Giovannoni Logistics Center Certify
Election Results
Sewer/Wastewater Presentation

December 20, 2022
PARS 115 Trust
FY 2021-2022 Auditors Report
Planning Commission Appointments
Annual Employee Demographics

ADJOURNMENT

The meeting was adjourned at 9:30 p.m.

CERTIFICATION

Respectfully Submitted,

Taresa Geilfuss, City Clerk

William D. Ross
David Schwarz
Kypros G. Hostetter

Law Offices of
William D. Ross
400 Lambert Avenue
Palo Alto, California 94306
Telephone: (650) 843-8080
Facsimile: (650) 843-8093
www.lawross.com

Los Angeles Office:

11420 Santa Monica Blvd
#25532
Los Angeles, CA 90025

File No: 199/6

November 4, 2022

VIA E-MAIL

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

Re: Report Upon Return from Closed Session; Virtual Special City Council Closed Session Meeting of the American Canyon City Council; November 1, 2022

Dear Mayor Garcia and Members of the City Council:

This communication sets forth reportable action, if any, of the City Council (“Council”) of the City of American Canyon (“City”), consistent with provisions of the Ralph M. Brown Opening Meeting Act (Government Code Section 54950, *et seq.*) resulting from the Closed Session of the Virtual Special City Council Closed Session Meeting of November 1, 2022, consistent with Government Code Section 54957.1.

After convening in Open Session at 5:03 p.m. and ascertaining that there was public comment on Closed Session Agenda Item No. 2.b., but because of the change in time for the beginning of Closed Session, concerned parties could not appear until between 5:30 p.m. - 5:45 p.m. to comment on the Closed Session Item.

Accordingly, your Council agreed to convene in Closed Session at 5:04 p.m. to address other matters agendaized for Closed Session consideration, then reconvene in Open Session to receive the public comment upon appearance of concerned parties.

There were three matters agendaized for City Closed Session consideration.

1. Conference with Legal Counsel – Anticipated Litigation
Authorized Pursuant to Government Code Section 54956.9(d)(2)
One Matter
2. Conference with Legal Counsel – Existing Litigation (3 Matters)
Authorized Pursuant to Government Code Section 54956.9(d)(1):

- a. *City of American Canyon v. City of Vallejo, et al.* (Napa Superior Court Case No. 22CV000772)
 - b. *Russell Charpentier and William Baker v. City of Vallejo, et al* (Solano Superior Court Case No. FCS058765)
 - c. *City of American Canyon v. Leon Dale Schmidt* (Napa Superior Court Case No. 22CV001041)
3. Matters Relating to Public Employment Public employee Performance Evaluations
Pursuant to Government Code Section 54957
Position: Jason Holley, City Manager

With respect to Closed Session Agenda Item No. 1., there was no reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(2).

With respect to Closed Session Agenda Item No. 2.a., there was reportable action in the form of acknowledging matters of public record in the Court proceeding; that the answer of the City of Vallejo (“Vallejo”) was received on October 31, 2022; that outstanding discovery served on Vallejo on September 2, 2022 remained outstanding and that the time for response would be modified to some time in the middle of November 2022 because of involvement of Special Counsel for Vallejo. Except as indicated, there was no other reportable action concerning City Closed Session Agenda Item No. 2.a., under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(1).

It was reported that a water Wheeling Agreement with respect to the Canyon Estates Project with Vallejo as previously reported as being reached had been executed by City officials and forwarded to Vallejo officials for execution.

With respect to City Closed Session Agenda Item No. 2.c., it was indicated that there was reportable action in the form of acknowledging matters of public record in the Court proceeding; that the Defendant had not answered the involved Nuisance Complaint within the time period allowed and that the Complaint would be amended to confirm the property owner had continued retaining debris as previously abated on the property and that a motor vehicle had been placed on the property for purposes of human occupancy, violations of the Municipal Code.

At 5:30 p.m. it was determined that individuals wishing to comment on Closed Session matters were present. Your Council then reconvened in Open Session at 5:31 p.m. and sequentially heard William Baker, Margaret Sharkey and Homar Crespo concerning Agenda Item No. 2.b. At

The Honorable Leon Garcia, Mayor
and Members of the City Council
November 4, 2022
Page 3

the conclusion of those comments you reconvened into Closed Session.

With respect to City Closed Session Agenda Item No. 2.b., there was no reportable action except as to indicate that a further meeting had been scheduled with Vallejo officials to clarify aspects of the Homekey Project as to the type and kind of individuals it would serve.

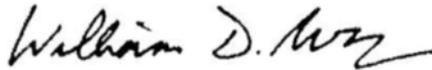
At 6:05 p.m., your Council began consideration of City Closed Session Agenda Item No. 3. Assistant City Manager Maria Ojeda and City Attorney William Ross were not present during this portion of the Closed Session. With respect to Closed Session Agenda Item No. 3, there was no reportable action consistent with the provisions of Government Code Section 54957.

Your Council concluded the Closed Session at 6:25 p.m. After convening in Open Session at 6:35 p.m., it was indicated that a written report upon return from Closed Session consistent with Government Code Section 54957.1, would be prepared.

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

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

Very truly yours,



William D. Ross
City Attorney

WDR:jf

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



TITLE

AB361 In Person and Remote Teleconferenced Meetings - November 15, 2022 - December 15, 2022

RECOMMENDATION

Adopt a Resolution 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 November 15, 2022 - December 15, 2022 pursuant to the Ralph M. Brown Act.

CONTACT

Taresa Geilfuss, CMC, City Clerk

BACKGROUND & ANALYSIS

Because of the COVID-19 Pandemic, the City Council, as well as the City Planning Commission and Board of Directors of the American Canyon Fire Protection District, have been conducting meetings via Zoom teleconference, as allowed by Executive Order N-29-20. However, the Executive Order expired on September 30, 2021.

Assembly Bill 361, which was approved at by the Governor on September 16, 2021, allows local agencies such as the City to continue to meet by Zoom or other teleconferencing methods, provided that certain conditions are met.

The effect of Executive Order N-29-20 was to suspend certain provisions of the Ralph M. Brown Open Meeting Act (Government Code Section 54950 et seq.), which only allowed remote teleconference participation by City Council Members through a posting process at each teleconferenced member's location, with agenda provisions indicating that each teleconferenced location be accessible to the public.

The attached Resolution complies with the provisions of AB 361 to allow continued Zoom meetings of the City Council, while also allowing the meetings to be conducted with in-person attendance. This "hybrid" style of meeting continues to promote social distancing by allowing members of the Council, City Staff, and members of the public to participate in the manner in which they feel most safe, thereby promoting public participation while simultaneously protecting vulnerable members of

the public, such as those with compromised immune systems.

The ability to continue to meet by Zoom, even in conjunction with Open Meetings, can be accomplished by the City Council provided that monthly resolutions as amended are enacted with provisions referencing appropriate confirmation of declared emergencies are described.

Stated plainly, the City Council will have to enact a "361 Resolution" at least every 30 days to allow the Zoom teleconferencing procedure to continue.

Changes to the first page of the City Council Agendas were made beginning October 2021, as the means for the public to participate via continued Zoom teleconference will have to be described consistent with the AB 361 procedures rather than the now-expired Executive Order N-29-20. These changes indicate that, pursuant to this authority, members of the public and members of the City Council may continue to participate by Zoom video/teleconferencing, or alternatively participate in-person at the designated physical meeting location.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Not applicable.

FISCAL IMPACT

None.

ENVIRONMENTAL REVIEW

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

ATTACHMENTS:

- [1. Resolution AB361 In-Person and Remote Teleconference Meetings](#)

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY OF AMERICAN CANYON CITY COUNCIL REAFFIRMING THAT A LOCAL EMERGENCY EXISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING IN-PERSON AND REMOTE TELECONFERENCED MEETINGS OF LEGISLATIVE AND ADVISORY BODIES OF THE CITY OF AMERICAN CANYON FOR THE PERIOD OF NOVEMBER 15, 2022 – DECEMBER 15, 2022, PURSUANT TO THE RALPH M. BROWN ACT

WHEREAS, the City of American Canyon (“City”) is committed to preserving and nurturing public access and participation in meetings of the American Canyon City Council (“City Council”), Council committees, Planning Commission, and all other advisory, elected and appointed committees and commissions (“City Decision Making Bodies”); and,

WHEREAS, all meetings of the City’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the City’s legislative bodies conduct their business; and,

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and,

WHEREAS, a required condition for such teleconference meetings is that a state of emergency be declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and,

WHEREAS, that proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the City’s boundaries, caused by natural, technological, or human-caused disasters; and,

WHEREAS, that proclamation also requires that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and,

WHEREAS, emergency conditions exist in the City, specifically, a State of Emergency has been proclaimed by Governor Newsom on March 4, 2020, proclaiming a State of Emergency to exist in California because of the threat of COVID-19; and,

WHEREAS, during the COVID-19 pandemic, the City Council has conducted remote, teleconferenced meetings consistent with the Governor’s Executive Orders promoting social distancing; and

WHEREAS, consistent with AB 361, as a condition of extending the use of the provisions found in section 54953(e), the City Council must reconsider the circumstances of the state of emergency that exists in the City, and the City Council has done so; and,

WHEREAS, in response to COVID-19, the Governor of the State of California issued a Proclamation of a State of Emergency in response to COVID-19 on March 4, 2020, and issued Executive Order N-25-20 on March 12, 2020, proclaiming temporary amendments to State law and regulations related thereto; and

WHEREAS, on March 16, 2020, the City’s Director of Emergency Services issued a Proclamation of a Local Emergency by the City of American Canyon Director of Emergency Services and Acknowledgement of a State Proclamation Declaring of a State of Emergency and Acknowledgement of a Federal Proclamation Declaring of a National Emergency (P2020-001) (the “Proclamation”); and

WHEREAS, due to the emergence of new variants of COVID-19, such as Delta Variant, followed by the surging Omicron Variant of COVID-19, not all members of the public may feel safe to participate personally at in-person meetings; and,

WHEREAS, the City Council has determined that conducting “hybrid” style meetings with the option for members of the public and members of the City Council to attend either virtually or in person would allow participation in a way individuals feel most safe, thereby promoting public participation while simultaneously promoting social distancing and protecting vulnerable members of the public, such as those with compromised immune systems; and,

WHEREAS, as a consequence of the local emergency, the City Council does hereby find that City Decision Making Bodies shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and,

WHEREAS, the City is providing teleconference access via a conference phone-line number to the meetings to ensure public access.

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

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Exists. The City Council hereby proclaims that a local emergency continues to exist throughout the city, and the surging of Delta and Omicron Variants of COVID-19 would present an imminent risk to meeting in person.

Section 3. Re-Ratification of the Governor’s Proclamation of a State of Emergency. The City Council hereby re-ratifies the Governor’s Proclamation of State of Emergency issued on March 4, 2020.

Section 4. Remote Teleconference Meetings. City Decision Making Bodies and City Staff are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public teleconferenced meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective for 30 days or until such time as the City Council adopts a subsequent Resolution in accordance with Government Code section 54953(e)(3) to extend the time during which City Decision Making Bodies may continue to conduct teleconferenced meetings without compliance with paragraph (3) of subdivision (b) of section 54953, whichever occurs sooner.

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

AYES:
NOES:
ABSTAIN:
ABSENT:

Leon Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney



TITLE

Minimum Wage Update to Part-time Temporary Staff Pay Rates

RECOMMENDATION

Adopt a Resolution approving part-time temporary staff pay rates, and updating the salary schedule and compensation plan for FY 2022/2023.

CONTACT

Maria Ojeda, Assistant City Manager
Scott Corey, Human Resources Officer II

BACKGROUND & ANALYSIS

In 2016, the State Legislature adopted and the Governor signed into law Senate Bill 3 (SB3), which required regular increases in the State minimum wage over a number of years until it reached \$15.00 per hour on January 1, 2022.

Beginning January 1, 2023, the minimum wage will adjust annually based on the Consumer Price Index, under Labor Code section 1182.12(c)(1). In July, the California Department of Finance determined the minimum wage would be \$15.50 per hour for all employers starting January 1, 2023.

Since 2018, the City Council annually adopted and approved a resolution establishing a “pay philosophy” for part-time temporary staff to establish a five-step salary range and ratios between various part-time, temporary job classifications. Consistent with state law, the philosophy adjusts with the minimum wage each year and ties positions in similar families together to ensure internal alignment.

The FY 2022/2023 Salary Schedule and Compensation Plan was adopted in August when the new labor agreements and amended Unrepresented Compensation Plan was approved. At that time, part-time classifications in job families with full-time classifications were adjusted consistent with the related full-time classifications.

Proposed changes to the Salary Schedule and Compensation Plan will be effective December 24, 2022, which is the beginning of the pay period containing January 1, 2023.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

Adoption of the proposed resolution will have no fiscal impact because these pay rate increases were budgeted in the City's FY 2022/2023 Budget.

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 Approving Part-Time Staff Pay Rates](#)
- [2. Exhibit A - Salary Schedule](#)

RESOLUTION NO. 2022-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON
 APPROVING PART-TIME TEMPORARY STAFF PAY RATES, AND
 UPDATING THE SALARY SCHEDULE AND COMPENSATION PLAN FOR FY 2022/2023

WHEREAS, each year since 2018, the City Council has adopted a resolution establishing a part-time temporary pay philosophy that maintains internal alignment and adjusts each year with the state mandated minimum wage increase; and

WHEREAS, on January 1, 2023, the State of California’s minimum wage will increase to \$15.50 per hour; and

WHEREAS, the FY2022/2023 Salary Schedule must be updated to comply with the state minimum wage and ensure the City can competitively recruit and retain qualified staff; and

WHEREAS, the following pay philosophy and hourly salary ranges are established for part-time temporary positions tied to the minimum wage:

2023 Min Wage / hour	\$15.50	2023 Proposed					Salary Philosophy *Positions tied to Min Wage are tied at Step A
		A	B	C	D	E	
Lifeguard (Temp)	Hourly	16.28	17.09	17.95	18.85	19.79	(+) 5% to rec leader
Lifeguard (WSI) (Temp)	Hourly	16.68	17.52	18.39	19.31	20.28	(+) 2.5% to lifeguard
Program Coord. (Seasonal)	Hourly	23.40	24.57	25.79	27.08	28.44	(+) 25% to sr lifeguard
Recreation Leader (Seasonal)	Hourly	15.50	16.28	17.09	17.95	18.85	(+) 0% to min wage
Cashier (Seasonal)	Hourly	15.50	16.28	17.09	17.95	18.85	(+) 0% to min wage
Sr. Lifeguard (WSI) (Temp)	Hourly	18.72	19.65	20.63	21.67	22.75	(+) 15% to lifeguard
Student Intern (Temp)	Hourly	15.50	16.28	17.09	17.95	18.85	(+) 0% to min wage
Sr Recreation Leader (Seasonal)	Hourly	17.83	18.72	19.65	20.63	21.67	(+) 15% to rec leader

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon does hereby approve Exhibit B of the Salary Schedule effective December 24, 2022, attached hereto as Exhibit “A”.

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

SALARY SCHEDULE FOR PART-TIME, RETIRED ANNUITANTS & EXTRA HELP - 2023 Effective December 24, 2022

The following pay ranges are the authorized pay levels for individuals working in a part-time, temporary, limited term or extra help capacity. The specific pay assignment with each level should be based on internal equity as well as training and experience of the individual filling the part-time or extra help position. Unless approved by the City Council, the pay of an individual working in any of the temporary job classifications listed below shall be within the approved range.

CLASS CODE	CLASSIFICATION	PAY BASIS	A	B	C	D	E
5601	Bus Driver (Non-Regular)	Hourly	19.64	20.62	21.65	22.73	23.87
5602	Cashier (Seasonal)	Hourly	15.50	16.28	17.09	17.94	18.84
5607	Lifeguard (Temporary)	Hourly	16.28	17.09	17.94	18.84	19.78
5605	Lifeguard (WSI) (Temporary)	Hourly	16.69	17.52	18.40	19.32	20.29
5609	Management Aide (At Will /Temp)	Hourly	Minimum 34.00				Maximum 150.00
6309	Management Fellow (At Will /Limited)	Hourly	Minimum 30.00				Maximum 58.00
5101	Office Assistant	Hourly	18.23	19.14	20.10	21.11	22.17
5603	Program Coordinator (Temporary)	Hourly	19.38	20.35	21.37	22.44	23.56
5604	Recreation Leader (Temporary)	Hourly	15.50	16.28	17.09	17.94	18.84
5608	Senior Lifeguard (WSI) (Temporary)	Hourly	18.72	19.66	20.64	21.67	22.75
5610	Senior Recreation Leader (Temporary)	Hourly	17.83	18.72	19.66	20.64	21.67
5606	Service Worker (Temporary)	Hourly	20.64	21.67	22.75	23.89	25.08
5401	Student Intern (Temporary)	Hourly	15.50	16.28	17.09	17.94	18.84

DEFINITIONS:

Part-time, temporary and extra help positions are limited to 980 hours per calendar & fiscal years. Salaries for PERS retired annuitants must meet PERS requirements and are limited to 960 hours per calendar & fiscal years. If a PERS retired annuitant is performing part-time services for a position identified on the City's Salary Schedule for full-time positions, the City pays the employee an hourly rate based on the Salary Schedule for full-time positions. Consult Human Resources for assistance in determining the appropriate hourly rates for part-time, extra-help or retired annuitants.

Fiscal Year 22/23 Modifications

1. Created separate Salary Schedule for classifications that can be filled on a part-time, temporary, seasonal, extra help and/or limited duration basis.
2. Increased the Minimum Wage and adjusted classes tied to it: Cashier, Lifeguard, Lifeguard (WSI), Program Coordinator, Recreation Leader, Senior Lifeguard, Senior Recreation Leader and Student Intern.



TITLE

Utility Rate Advisory Committee

RECOMMENDATION

Adopt a Resolution establishing and appointing ratepayers to an ad-hoc Utility Rate Advisory Committee.

CONTACT

Felix Hernandez, III, Maintenance & Utilities Director

BACKGROUND & ANALYSIS

In 2017, the City Council formed an ad-hoc committee for advice during the most recent water rate study. This focused, in-depth community engagement led to a widely regarded outcome related to a new water rate structure.

Staff is currently undertaking a review of all utility rates (water, wastewater, and recycled water) and recommends appointing various ratepayers to another committee again this time around. The intent is to have an advisory group of independent ratepayers to advise the Council on issues arising from this study. The committee played a key role during the prior study and staff believes a similar group would be useful this time around. Simply put, staff believes re-forming the committee to be comprised solely of ratepayers who aren't otherwise involved with the city would allow for most substantive, independent advice for the Council.

Once the new utility rates are adopted, Utility Rate Advisory Committee (URAC) will be decommissioned. In this way, the URAC would be analogous to a "general plan update committee" that is commonly used throughout the state to advise the Council on single limited-term issues.

Membership in the URAC is not limited, staff recommends all applicants be accepted as members, all of which would be current ratepayers.

It is anticipated that the URAC will meet approximately a total of 5 times over the next 6 months as needed. It will be supported by staff from the Maintenance and Utilities and Finance Departments, who will arrange for the meeting location, the required notification, agenda, and meeting minutes.

If approved by Council, staff will begin to prepare a schedule and agenda for the URAC membership meetings.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

There is no fiscal impact associated with this item.

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 - Utility Rate Advisory Committee](#)
2. [Utility Rate Advisory Committee Applications](#)

RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON
ESTABLISHING AND APPOINT RATEPAYER TO AN AD-HOC “UTILITY RATE ADVISORY
COMMITTEE”**

WHEREAS, staff is undertaking a study of utility rates; and

WHEREAS, the City Council seeks to form an independent, ad-hoc committee of current utility service customers (ratepayers) to advise the Council on the study;

WHEREAS, members of the Utility Rate Advisory Committee (URAC) shall not be members of the City Council or members of any other committees or commissions appointed by the City Council; and

WHEREAS, once the study is complete and new water rates are adopted, the URAC will be decommissioned.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby establishes a limited term “Utility Rate Advisory Committee” for the express purpose of advising the Council on the 2022 Utility Rate Study and consisting of the following membership:

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

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Leon Garcia, Mayor

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney



Board, Commission or Committee Application

To apply for an appointment to a City of American Canyon Board, Commission or Committee please complete the following questionnaire. For more information please email the [Office of the City Clerk](mailto:cityclerk@cityofamericancanyon.org). (<http://mailto:cityclerk@cityofamericancanyon.org>)

Date

10/1/2022

Biographical Information

Name*

Albert Iliff

Address*

Street Address

260 American Canyon Road Sp.119

Address Line 2

City

American Canyon

State / Province / Region

California

Postal / Zip Code

94503

Country

Napa

Daytime Phone Number*

707-342-1395

required format 123-456-7890

Email*

seniorone46@gmail.com

Place of Employment

Retired

Position Held

Security Supervisor

Business Address

Street Address

830 Loring Ave

Address Line 2

City

Crockett

State / Province / Region

California

Postal / Zip Code

Country

Contra Costra

Questionnaire

This application is to serve as a member of: *

Water Rate Advisory Ad-hoc Committee

Committee not listed above:

How long have you lived in American Canyon? *

24

Are you a registered voter? *

Yes No

Availability for meetings? *

Daytime

Evening

What are your principle areas of interest in our City government? *

Water Rates

Please list education, training or special knowledge which might be relevant to this appointment: *

High School, Community College

Please list employment, membership in service or community organizations, or volunteer work which might be relevant to this appointment: *

None

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates of service. *

None

Please indicate any further information that will be of value regarding your appointment.

None

Signature *



Date *

10/1/2022



Board, Commission or Committee Application

To apply for an appointment to a City of American Canyon Board, Commission or Committee please complete the following questionnaire. For more information please email the [Office of the City Clerk](mailto:cityclerk@cityofamericancanyon.org). (<http://mailto:cityclerk@cityofamericancanyon.org>)

Date

10/8/2022

Biographical Information

Name*

Arvind Nischal

Address*

Street Address

27 Bluebell Street

Address Line 2

City

American Canyon

Postal / Zip Code

94503

State / Province / Region

ca

Country

Napa

Daytime Phone Number*

707-853-4693

required format 123-456-7890

Email*

arvindnischal@hotmail.com

Place of Employment

The UPS Store in American Canyon

Position Held

Owner

Business Address

Street Address

101 W. American Canyon Rd # 508

Address Line 2

City

American Canyon

Postal / Zip Code

94503

State / Province / Region

CA

Country

Napa

Questionnaire

This application is to serve as a member of: *

Water Rate Advisory Ad-hoc Committee

Committee not listed above:

How long have you lived in American Canyon? *

30

Are you a registered voter? *

Yes No

Availability for meetings? *

Daytime

Evening

What are your principle areas of interest in our City government? *

Finance

Please list education, training or special knowledge which might be relevant to this appointment: *

Bachelor of Arts good sales person and negotiator

Please list employment, membership in service or community organizations, or volunteer work which might be relevant to this appointment: *

Business owner The UPS Store, Do lots of Community service, Board member Chamber of Commerce and do events in town.

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates of service. *

no

Please indicate any further information that will be of value regarding your appointment.

no

Signature *

Arvind Nischal

Date *

10/7/2022



Board, Commission or Committee Application

To apply for an appointment to a City of American Canyon Board, Commission or Committee please complete the following questionnaire. For more information please email the [Office of the City Clerk](mailto:cityclerk@cityofamericancanyon.org). (<http://mailto:cityclerk@cityofamericancanyon.org>)

Date

10/8/2022

Biographical Information

Name*

Brigid Bostow

Address*

Street Address

29 Palazzo Way

Address Line 2

City

American Canyon

Postal / Zip Code

94503

State / Province / Region

California

Country

United States

Daytime Phone Number*

707-342-2419

required format 123-456-7890

Email*

blbostow@yahoo.com

Place of Employment

retired

Position Held

Former Insurance Broker

Business Address

Street Address

29 Palazzo Way

Address Line 2

City

American Canyon

Postal / Zip Code

94503

State / Province / Region

California

Country

United States

Questionnaire

This application is to serve as a member of: *

Other

Committee not listed above:

water, sewer utility rate commission

How long have you lived in American Canyon? *

18 yrs

Are you a registered voter? *

Yes No

Availability for meetings? *

Daytime

Evening

What are your principle areas of interest in our City government? *

I am interested in this group because of the recycled water delivery and water usage issues in general. It seems to me that it is one area where American Canyon has excelled as long as they follow their guidelines.

Please list education, training or special knowledge which might be relevant to this appointment: *

I have an AA degree and additional classes. I am interested in the facilitating of various water conservation efforts. I am a big fan of the gray water program and am now getting 300 gallons every other week.

Please list employment, membership in service or community organizations, or volunteer work which might be relevant to this appointment: *

I am a Master Gardener in the Solano/Yolo group and have been part of environmental efforts over the years. I am also a former Insurance Broker handling all types of Property and Casualty insurance. I am very aware of various liability issues as well as financial risks.

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates of service. *

no

Please indicate any further information that will be of value regarding your appointment.

Signature *



Date *

10/8/2022



Board, Commission or Committee Application

To apply for an appointment to a City of American Canyon Board, Commission or Committee please complete the following questionnaire. For more information please email the [Office of the City Clerk](mailto:cityclerk@cityofamericancanyon.org). (<http://mailto:cityclerk@cityofamericancanyon.org>)

Date

10/5/2022

Biographical Information

Name*

Christina Hall

Address*

Street Address

131 Andrew Rd

Address Line 2

City

American Canyon

Postal / Zip Code

94503

State / Province / Region

California

Country

USA

Daytime Phone Number*

707-363-7459

required format 123-456-7890

Email*

CLHALL@coca-cola.com

Place of Employment

Coca-Cola

Position Held

Management Systems Facilitator

Business Address

Street Address

1201 Commerce Blvd

Address Line 2

City

American Canyon

Postal / Zip Code

94503

State / Province / Region

California

Country

USA

Questionnaire

This application is to serve as a member of: *

Other

Committee not listed above:

Utility Rate Advisory Committee

How long have you lived in American Canyon? *

19 years

Are you a registered voter? *

Yes No

Availability for meetings? *

Daytime

Evening

What are your principle areas of interest in our City government? *

Funds management, resource management

Please list education, training or special knowledge which might be relevant to this appointment: *

Program/process auditing, data analytics, some budgeting experience

Please list employment, membership in service or community organizations, or volunteer work which might be relevant to this appointment: *

Coca-Cola associate for the last 17 years, former Citizen's Academy alum

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates of service. *

None

Please indicate any further information that will be of value regarding your appointment.

None

Signature *



Date *

10/5/2022



Board, Commission or Committee Application

To apply for an appointment to a City of American Canyon Board, Commission or Committee please complete the following questionnaire. For more information please email the [Office of the City Clerk](mailto:cityclerk@cityofamericancanyon.org). (<http://mailto:cityclerk@cityofamericancanyon.org>)

Date

10/11/2022

Biographical Information

Name*

Davet Mohammed

Address*

Street Address

6 Oriole Ct

Address Line 2

City

American Canyon

Postal / Zip Code

94503

State / Province / Region

CA

Country

USA

Daytime Phone Number*

707-315-3084

required format 123-456-7890

Email*

davet.mohammed@gmail.com

Place of Employment

Kindred Hospital

Position Held

Nurse Liaison

Business Address

Street Address

2800 Benedict Drive

Address Line 2

City

San Leandro

Postal / Zip Code

94577

State / Province / Region

CA

Country

USA

Questionnaire

This application is to serve as a member of: *

Water Rate Advisory Ad-hoc Committee

Committee not listed above:

How long have you lived in American Canyon? *

8

Are you a registered voter? *

Yes No

Availability for meetings? *

Daytime

Evening

What are your principle areas of interest in our City government? *

The principle areas of interest in our City government are accountability, transparency, fairness and responsibility to the community. We need to continue to have a vision and appetite for the city's future.

Please list education, training or special knowledge which might be relevant to this appointment: *

Motivated professional with 20+ years of progressive experience within the healthcare sales and marketing industry demonstrating the skills that drive business growth, exceed marketing targets, and effectively manage all aspects of daily sales operations. Proficient in client relations, assessing markets and developing strategies to capitalize their business potential. Proactive leader with excellent people skills and the ability to organize and facilitate a team approach needed to achieve organizational objectives.

Please list employment, membership in service or community organizations, or volunteer work which might be relevant to this appointment: *

Current: Secretary, Holy Family Pastoral Council

Black Belt Instructor, J Corpus Martial Arts

History: Den Leader (Cub Scouts), Troop Leader (Daisy Girl Scouts), Cheer Coach (Benicia Youth Football, St. Basil's), team mom (soccer, basketball, volleyball, dance), Parents Club President (St Basil's), School Board Secretary (St. Basil's)

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates of service. *

No. N/A

Please indicate any further information that will be of value regarding your appointment.

I am interested in learning more about educating our community on the different programs available through our water usage portal and our water system. If we can be transparent and get the word out to teach families on water usage and water conservation, it would help our city in the drought situation that we are in.

Signature *



Date *

10/11/2022



Board, Commission or Committee Application

To apply for an appointment to a City of American Canyon Board, Commission or Committee please complete the following questionnaire. For more information please email the [Office of the City Clerk](mailto:cityclerk@cityofamericancanyon.org). (<http://mailto:cityclerk@cityofamericancanyon.org>)

Date

10/11/2022

Biographical Information

Name*

Hugh Marquez

Address*

Street Address

58 Crawford Way

Address Line 2

City

American Canyon

Postal / Zip Code

94503

State / Province / Region

Ca

Country

USA

Daytime Phone Number*

707-328-9870

required format 123-456-7890

Email*

fyredogg69@yahoo.com

Place of Employment

Position Held

Business Address

Street Address

Address Line 2

City

Postal / Zip Code

State / Province / Region

Country

Questionnaire

This application is to serve as a member of: *

Other

Committee not listed above:

Utility Rate Advisory Committee

How long have you lived in American Canyon? *

24 years

Are you a registered voter? *

Yes No

Availability for meetings? *

Daytime

Evening

What are your principle areas of interest in our City government? *

Traffic, utility rate structure, housing

Please list education, training or special knowledge which might be relevant to this appointment: *

Concerned Citizen

Please list employment, membership in service or community organizations, or volunteer work which might be relevant to this appointment: *

Traffic Committee, ACCPF, 4H

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates of service. *

Yes

Traffic committee

Please indicate any further information that will be of value regarding your appointment.

Signature *

Date *

10/11/2022

A rectangular box containing a handwritten signature in black ink. The signature appears to be "Angel" written in a cursive style.



Board, Commission or Committee Application

To apply for an appointment to a City of American Canyon Board, Commission or Committee please complete the following questionnaire. For more information please email the [Office of the City Clerk](mailto:cityclerk@cityofamericancanyon.org). (<http://mailto:cityclerk@cityofamericancanyon.org>)

Date

10/6/2022

Biographical Information

Name*

Ian Bronswick

Address*

Street Address

35 Via La Morra

Address Line 2

City

American Canyon

Postal / Zip Code

94503

State / Province / Region

CA

Country

United States

Daytime Phone Number*

916-600-7681

required format 123-456-7890

Email*

iabronswick@gmail.com

Place of Employment**Position Held****Business Address**

Street Address

Address Line 2

City

Postal / Zip Code

State / Province / Region

Country

Questionnaire

This application is to serve as a member of: *

Water Rate Advisory Ad-hoc Committee

Committee not listed above:

How long have you lived in American Canyon? *

2.5 years

Are you a registered voter? *

Yes No

Availability for meetings? *

Daytime

Evening

What are your principle areas of interest in our City government? *

Effective use of city funds, including establishing and maintaining increased utility costs for residents that makes fiscal sense for the City of American Canyon.

Please list education, training or special knowledge which might be relevant to this appointment: *

Registered Civil Engineer with over 5 years of municipal public works experience and 4 additional years working for a local special district with focus on resource recovery, wastewater treatment, and recycled water production serving a population of approximately 250k persons.

Please list employment, membership in service or community organizations, or volunteer work which might be relevant to this appointment: *

PE license (civil) looking to get involved in the community.

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates of service. *

N/A

Please indicate any further information that will be of value regarding your appointment.

I very much want to see the quality and cost of delivering utility services meet the needs of the community while ensuring these delivery systems are maintained and remain viable for the future.

Signature *



Date *

10/6/2022



Board, Commission or Committee Application

To apply for an appointment to a City of American Canyon Board, Commission or Committee please complete the following questionnaire. For more information please email the [Office of the City Clerk](mailto:cityclerk@cityofamericancanyon.org). (<http://mailto:cityclerk@cityofamericancanyon.org>)

Date

10/5/2022

Biographical Information

Name*

James Ridley

Address*

Street Address

14 Mockingbird Drive

Address Line 2

City

American Canyon

Postal / Zip Code

94503

State / Province / Region

CA

Country

United States

Daytime Phone Number*

707-631-1723

required format 123-456-7890

Email*

james@ridley.org

Place of Employment

Self

Position Held

Pripietor

Business Address

Street Address

14 Mockingbird Drive

Address Line 2

City

American Canyon

Postal / Zip Code

94503

State / Province / Region

CA

Country

United States

Questionnaire

This application is to serve as a member of: *

Other

Committee not listed above:

Utility Rate Advisory Committee

How long have you lived in American Canyon? *

21 Years

Are you a registered voter? *

Yes No

Availability for meetings? *

Daytime

Evening

What are your principle areas of interest in our City government? *

utility rates, traffic, emergency services, and growth

Please list education, training or special knowledge which might be relevant to this appointment: *

N/A

Please list employment, membership in service or community organizations, or volunteer work which might be relevant to this appointment: *

N/A

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates of service. *

NO

Please indicate any further information that will be of value regarding your appointment.

I care about the future of American Canyon as a community and as a city. Our circumstances are especially unique compared to many cities our size in CA.

Signature *

Date *



10/5/2022



Board, Commission or Committee Application

To apply for an appointment to a City of American Canyon Board, Commission or Committee please complete the following questionnaire. For more information please email the [Office of the City Clerk](mailto:cityclerk@cityofamericancanyon.org). (<http://mailto:cityclerk@cityofamericancanyon.org>)

Date

10/6/2022

Biographical Information

Name*

Jim Potter

Address*

Street Address

351 Los Altos

Address Line 2

City

American Canyon

Postal / Zip Code

94503

State / Province / Region

CA

Country

United States

Daytime Phone Number*

707-280-6233

required format 123-456-7890

Email*

jim@potterclan.com

Place of Employment

Retired

Position Held**Business Address**

Street Address

Address Line 2

City

Postal / Zip Code

State / Province / Region

Country

Questionnaire

This application is to serve as a member of: *

Other

Committee not listed above:

Utility rates, water, sewer, recycled water

How long have you lived in American Canyon? *

51 + years

Are you a registered voter? *

Yes No

Availability for meetings? *

Daytime

Evening

What are your principle areas of interest in our City government? *

Water, sewer, infrastructure

Please list education, training or special knowledge which might be relevant to this appointment: *

35 years of teaching, last 21 at Cal State Hayward

Former American Canyon Water Board member

Former water rate committee member

Please list employment, membership in service or community organizations, or volunteer work which might be relevant to this appointment: *

Former charter member of the Lions Club, long time President and secretary

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates of service. *

Former American Water Board member, about 1974-1980

Please indicate any further information that will be of value regarding your appointment.

genuine interest in wanting the best for the city

Signature *



Date *

10/6/2022



Board, Commission or Committee Application

To apply for an appointment to a City of American Canyon Board, Commission or Committee please complete the following questionnaire. For more information please email the [Office of the City Clerk](mailto:cityclerk@cityofamericancanyon.org). (<http://mailto:cityclerk@cityofamericancanyon.org>)

Date

10/5/2022

Biographical Information

Name*

JOEY PALMA

Address*

Street Address

877 Spring Mountain Lane

Address Line 2

City

American Canyon

Postal / Zip Code

94503

State / Province / Region

CA

Country

USA

Daytime Phone Number*

510-224-8637

required format 123-456-7890

Email*

jhp020202@yahoo.com

Place of Employment

American Canyon

Position Held

President/CFO

Business Address

Street Address

3860 Broadway

Address Line 2

Suite 102

City

American Canyon

Postal / Zip Code

94503

State / Province / Region

CA

Country

USA

Questionnaire

This application is to serve as a member of: *

Water Rate Advisory Ad-hoc Committee

Committee not listed above:

How long have you lived in American Canyon? *

18

Are you a registered voter? *

Yes No

Availability for meetings? *

Daytime

Evening

What are your principle areas of interest in our City government? *

Economic Development and Public Policy.

Please list education, training or special knowledge which might be relevant to this appointment: *

BSC-Accounting, Master in Development Management, Civil Law, Theology, Timothy Leadership Trainor, Businessman.

Please list employment, membership in service or community organizations, or volunteer work which might be relevant to this appointment: *

President/Owner - Abba In-Home Care Services, American Canyon for 22 years
Chairman of the Board, Filipino-American Chamber of Commerce of Solano County, 5 years
Chairman of the Board, Reynassance Family Center, 7 years
Pastor, Praise Chapel Christian Fellowship-American Canyon, 16 years
Member, American Can Chamber of Commerce, 3 years
Adviser, Filipino-American Association of American Canyon, 2 years

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates of service. *

no

Please indicate any further information that will be of value regarding your appointment.

I am invested in American Canyon but why do our kids work and raise their family somewhere else?
I know that requires a long-term solution and I would like to contribute for the betterment of their future.

Thank you.

Signature *



Date *

10/5/2022



Board, Commission or Committee Application

To apply for an appointment to a City of American Canyon Board, Commission or Committee please complete the following questionnaire. For more information please email the [Office of the City Clerk](mailto:cityclerk@cityofamericancanyon.org). (<http://mailto:cityclerk@cityofamericancanyon.org>)

Date

10/13/2022

Biographical Information

Name*

Mark Mehelis

Address*

Street Address

170 Gadwall Street

Address Line 2

City

American Canyon

Postal / Zip Code

94503

State / Province / Region

California

Country

United States

Daytime Phone Number*

707-812-4419

required format 123-456-7890

Email*

mlmehelis@hotmail.com

Place of Employment

Veteran's Health Administration

Position Held

Program Specialist

Business Address

Street Address

Address Line 2

City

Postal / Zip Code

State / Province / Region

Country

Questionnaire

This application is to serve as a member of: *

Water Rate Advisory Ad-hoc Committee

Committee not listed above:

How long have you lived in American Canyon? *

10 years

Are you a registered voter? *

Yes No

Availability for meetings? *

Daytime

Evening

What are your principle areas of interest in our City government? *

I am interested in the water useage, both potable and recycled.

Please list education, training or special knowledge which might be relevant to this appointment: *

Project Management Professional

Please list employment, membership in service or community organizations, or volunteer work which might be relevant to this appointment: *

Federal Government employee for 19 years with experience in contracting and project management.

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates of service. *

None

Please indicate any further information that will be of value regarding your appointment.

Signature *

A handwritten signature in black ink on a light gray rectangular background. The signature is cursive and appears to read "L. Smith".

Date *

10/13/2022



Board, Commission or Committee Application

To apply for an appointment to a City of American Canyon Board, Commission or Committee please complete the following questionnaire. For more information please email the [Office of the City Clerk](mailto:cityclerk@cityofamericancanyon.org). (<http://mailto:cityclerk@cityofamericancanyon.org>)

Date

10/7/2022

Biographical Information

Name*

melissa lamattina

Address*

Street Address

201 Jana Way

Address Line 2

City

American Canyon

Postal / Zip Code

94503

State / Province / Region

CA

Country

United States

Daytime Phone Number*

707-738-3685

required format 123-456-7890

Email*

mellamattina@yahoo.com

Place of Employment

Napa County

Position Held

Social Worker II

Business Address

Street Address

650 Imperial Way, Suite101

Address Line 2

City

Napa

Postal / Zip Code

94559

State / Province / Region

CA

Country

United States

Questionnaire

This application is to serve as a member of: *

Other

Committee not listed above:

Utility Rate committee

How long have you lived in American Canyon? *

46 years

Are you a registered voter? *

Yes No

Availability for meetings? *

Daytime

Evening

What are your principle areas of interest in our City government? *

To ensure we are a community first government, find other solutions to keep rates down, environment protection, transparency

Please list education, training or special knowledge which might be relevant to this appointment: *

County social worker visits people in their homes here in American Canyon and throughout Napa. Listening to peoples concerns and struggles including the high prices of almost everything and connecting people to resources

Please list employment, membership in service or community organizations, or volunteer work which might be relevant to this appointment: *

County of napa

Live Healthy Napa County

Completed the American Canyon Citizen Academy

Completed the Napa Sheriffs citizens academy

Co-President of Soroptimist International of American Canyon

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates of service. *

No

Please indicate any further information that will be of value regarding your appointment.

I'm very passionate about American Canyon. I want our city to be the best it can be

Signature *

Date *



10/7/2022



Board, Commission or Committee Application

To apply for an appointment to a City of American Canyon Board, Commission or Committee please complete the following questionnaire. For more information please email the [Office of the City Clerk](mailto:cityclerk@cityofamericancanyon.org). (<http://mailto:cityclerk@cityofamericancanyon.org>)

Date

10/3/2022

Biographical Information

Name*

Michael McCamish

Address*

Street Address

636 Chaucer Lane

Address Line 2

City

American Canyon

Postal / Zip Code

94502

State / Province / Region

California

Country

Napa

Daytime Phone Number*

707-373-7395

required format 123-456-7890

Email*

bfmilkman@aol.com

Place of Employment

Retired

Position Held**Business Address**

Street Address

Address Line 2

City

Postal / Zip Code

State / Province / Region

Country

Questionnaire

This application is to serve as a member of: *

Water Rate Advisory Ad-hoc Committee

Committee not listed above:

How long have you lived in American Canyon? *

45 years

Are you a registered voter? *

Yes No

Availability for meetings? *

Daytime

Evening

What are your principle areas of interest in our City government? *

Youth and senior activities and involvement. I am available most nights and some days!

Please list education, training or special knowledge which might be relevant to this appointment: *

Two years of college completed Studied accounting and some pre law! I have served as president on a number of boards! I currently serve in leader ship from my church. I have also served previously on a water rate commission a number of years ago.

Please list employment, membership in service or community organizations, or volunteer work which might be relevant to this appointment: *

I was a milkman for 35 years with Berkeley Farms. served as shop steward and board member of my union for a number of years. I am a past president of the Lions Club here in American Canyon for a number of years. I have also served in leader ship for Lions here in Northern California. I have served on the board here in American Canyon for little league. I have also served in a number of positions in my church. And I currently serve in leadership for my church.

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates of service. *

I currently serve as a clergy for a senior organization in Vallejo called Sirs.

Please indicate any further information that will be of value regarding your appointment.

Signature *



Date *

10/3/2022



Board, Commission or Committee Application

To apply for an appointment to a City of American Canyon Board, Commission or Committee please complete the following questionnaire. For more information please email the [Office of the City Clerk](mailto:cityclerk@cityofamericancanyon.org). (<http://mailto:cityclerk@cityofamericancanyon.org>)

Date

10/6/2022

Biographical Information

Name*

Nathan Su

Address*

Street Address

110 W. American Canyon Rd. L-8

Address Line 2

City

American Canyon

State / Province / Region

CA

Postal / Zip Code

94503

Country

Napa

Daytime Phone Number*

707-456-7815

required format 123-456-7890

Email*

nathan.su2020@gmail.com

Place of Employment**Position Held****Business Address**

Street Address

Address Line 2

City

Postal / Zip Code

State / Province / Region

Country

Questionnaire

This application is to serve as a member of: *

Water Rate Advisory Ad-hoc Committee

Committee not listed above:

How long have you lived in American Canyon? *

22 years

Are you a registered voter? *

Yes No

Availability for meetings? *

Daytime

Evening

What are your principle areas of interest in our City government? *

City council and leadership roles that would determine the future of the city.

Please list education, training or special knowledge which might be relevant to this appointment: *

High school, In communication with many members of the community.

Please list employment, membership in service or community organizations, or volunteer work which might be relevant to this appointment: *

Owned and operated the Junction Brewery & Grill in town since 2014

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates of service. *

No

Please indicate any further information that will be of value regarding your appointment.

Signature *



Date *

10/6/2022



Board, Commission or Committee Application

To apply for an appointment to a City of American Canyon Board, Commission or Committee please complete the following questionnaire. For more information please email the [Office of the City Clerk](mailto:cityclerk@cityofamericancanyon.org). (<http://mailto:cityclerk@cityofamericancanyon.org>)

Date

9/28/2022

Biographical Information

Name*

Ravi Yarlagadda

Address*

Street Address

528 Silver Oak Trl

Address Line 2

City

American Canyon

Postal / Zip Code

94503

State / Province / Region

CA

Country

Napa

Daytime Phone Number*

707-927-6447

required format 123-456-7890

Email*

ryarla11@gmail.com

Place of Employment

Position Held

Business Address

Street Address

Address Line 2

City

Postal / Zip Code

State / Province / Region

Country

Questionnaire

This application is to serve as a member of: *

Water Rate Advisory Ad-hoc Committee

Committee not listed above:

How long have you lived in American Canyon? *

~13 Years

Are you a registered voter? *

Yes No

Availability for meetings? *

Daytime

Evening

What are your principle areas of interest in our City government? *

Planning commission

Please list education, training or special knowledge which might be relevant to this appointment: *

Post Graduate in engineering (may not be relevant).

Please list employment, membership in service or community organizations, or volunteer work which might be relevant to this appointment: *

Part of earlier water rate advisory committee (~2017)

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates of service. *

Part of American Canyon water rate advisory committee (~2017).

Please indicate any further information that will be of value regarding your appointment.

I can help with data analysis /visualization

Signature *



Date *

9/28/2022



Board, Commission or Committee Application

To apply for an appointment to a City of American Canyon Board, Commission or Committee please complete the following questionnaire. For more information please email the [Office of the City Clerk](mailto:cityclerk@cityofamericancanyon.org). (<http://mailto:cityclerk@cityofamericancanyon.org>)

Date

10/10/2022

Biographical Information

Name*

Rog C Dacanay

Address*

Street Address

3 Wter Fern Ct

Address Line 2

City

American Cyn

Postal / Zip Code

94503

State / Province / Region

CA

Country

Napa

Daytime Phone Number*

925-558-9411

required format 123-456-7890

Email*

rog.dacanay@gmail.com

Place of Employment

(Retired)

Position Held

Business Address

Street Address

Address Line 2

City

Postal / Zip Code

State / Province / Region

Country

Questionnaire

This application is to serve as a member of: *

Water Rate Advisory Ad-hoc Committee

Committee not listed above:

How long have you lived in American Canyon? *

10 months

Are you a registered voter? *

Yes No

Availability for meetings? *

Daytime

Evening

What are your principle areas of interest in our City government? *

Utility Services

Please list education, training or special knowledge which might be relevant to this appointment: *

MS Electrical Engineering; Retired Professional Engineer (CA)

Please list employment, membership in service or community organizations, or volunteer work which might be relevant to this appointment: *

PG&E, Hawaiian Electric, XCEL Energy (Colorado, Texas), Electrical Engineering Consultant (Private)

Knights of Columbus

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates of service. *

No

Please indicate any further information that will be of value regarding your appointment.

Signature *

Date *

Rog C Decaney

10/10/2022



Board, Commission or Committee Application

To apply for an appointment to a City of American Canyon Board, Commission or Committee please complete the following questionnaire. For more information please email the [Office of the City Clerk](mailto:cityclerk@cityofamericancanyon.org). (<http://mailto:cityclerk@cityofamericancanyon.org>)

Date

10/5/2022

Biographical Information

Name*

Selwa Berbawy Hamati

Address*

Street Address

10 Truman Court

Address Line 2

City

American Canyon

Postal / Zip Code

94503

State / Province / Region

CA

Country

United States

Daytime Phone Number*

707-315-5320

required format 123-456-7890

Email*

selwahamati@gmail.com

Place of Employment

Self Employed

Position Held

Owner

Business Address

Street Address

Address Line 2

City

Postal / Zip Code

State / Province / Region

Country

Questionnaire

This application is to serve as a member of: *

Other

Committee not listed above:

Utility Rate Advisory Committee

How long have you lived in American Canyon? *

19+

Are you a registered voter? *

Yes No

Availability for meetings? *

Daytime

Evening

What are your principle areas of interest in our City government? *

Any areas that affect residents and businesses! I love my city and want to be proactive.

Please list education, training or special knowledge which might be relevant to this appointment: *

Office Admin.

Self Help

Please list employment, membership in service or community organizations, or volunteer work which might be relevant to this appointment: *

Member of Governmental Affairs Committee. Used to be involved in the Chamber of Commerce, Napa Valley Education Foundation, and like to support Food Bank and Boys and Girls Club.

I am working on getting active in the community again.

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates of service. *

Not sure if GAC counts.

Served on Water Rate Advisory Committee a few years ago.

Please indicate any further information that will be of value regarding your appointment.

Just being a resident and business owner in the community.

Signature *

Date *



Selva Berbany Hamati

10/5/2022



Board, Commission or Committee Application

To apply for an appointment to a City of American Canyon Board, Commission or Committee please complete the following questionnaire. For more information please email the [Office of the City Clerk](mailto:cityclerk@cityofamericancanyon.org). (<http://mailto:cityclerk@cityofamericancanyon.org>)

Date

10/5/2022

Biographical Information

Name*

Seth Michael Anderson

Address*

Street Address

404 Marshcreek Dr

Address Line 2

City

American Canyon

Postal / Zip Code

94504

State / Province / Region

CA

Country

USA

Daytime Phone Number*

707-386-0911

required format 123-456-7890

Email*

LBcker55@aol.com

Place of Employment

City of Napa

Position Held

Senior Budget Analyst

Business Address

Street Address

Address Line 2

City

Postal / Zip Code

State / Province / Region

Country

Questionnaire

This application is to serve as a member of: *

Water Rate Advisory Ad-hoc Committee

Committee not listed above:

How long have you lived in American Canyon? *

3 years

Are you a registered voter? *

Yes No

Availability for meetings? *

Daytime

Evening

What are your principle areas of interest in our City government? *

Sound finances, levels of service, community development.

Please list education, training or special knowledge which might be relevant to this appointment: *

Bachelor's Degree in World Trade & Development, 16 years of government accounting & budget. Utility rates, enterprise funds & assessment districts background.

Please list employment, membership in service or community organizations, or volunteer work which might be relevant to this appointment: *

16 years with City of Napa.

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates of service. *

No.

Please indicate any further information that will be of value regarding your appointment.

Looking to serve my community in a way that takes advantage of my extensive government finances experience.

Signature *



Date *

10/5/2022



Board, Commission or Committee Application

To apply for an appointment to a City of American Canyon Board, Commission or Committee please complete the following questionnaire. For more information please email the [Office of the City Clerk](mailto:cityclerk@cityofamericancanyon.org). (<http://mailto:cityclerk@cityofamericancanyon.org>)

Date

10/16/2022

Biographical Information

Name*

Stephen Brook

Address*

Street Address

127 Heartford Way

Address Line 2

City

American Canyon

Postal / Zip Code

94503

State / Province / Region

California

Country

USA

Daytime Phone Number*

707-319-9057

required format 123-456-7890

Email*

sbrook8888@gmail.com

Place of Employment

Retired

Position Held

Business Address

Street Address

Address Line 2

City

Postal / Zip Code

State / Province / Region

Country

Questionnaire

This application is to serve as a member of: *

Planning Commission - CLOSED

Committee not listed above:

Utility Rates Advisory

How long have you lived in American Canyon? *

16 yr

Are you a registered voter? *

Yes No

Availability for meetings? *

Daytime

Evening

What are your principle areas of interest in our City government? *

Responsible planning and administration.

Please list education, training or special knowledge which might be relevant to this appointment: *

Nurse for 43 years. Management position for the last 15 years

Please list employment, membership in service or community organizations, or volunteer work which might be relevant to this appointment: *

USN 1973 - 1977, Kaiser Permanente 1978 - 2014

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates of service. *

Eastside connector committee

Please indicate any further information that will be of value regarding your appointment.

Signature *



Date *

10/16/2022



Board, Commission or Committee Application

To apply for an appointment to a City of American Canyon Board, Commission or Committee please complete the following questionnaire. For more information please email the [Office of the City Clerk](mailto:cityclerk@cityofamericancanyon.org). (<http://mailto:cityclerk@cityofamericancanyon.org>)

Date

10/5/2022

Biographical Information

Name*

william b baker

Address*

Street Address

58 Ventana Dr

Address Line 2

City

American Canyon

Postal / Zip Code

94503

State / Province / Region

CA

Country

United States

Daytime Phone Number*

707-819-6425

required format 123-456-7890

Email*

wbaker1949@icloud.com

Place of Employment

Napa County Library

Position Held

Librarian

Business Address

Street Address

300 Crawford Way

Address Line 2

City

American Canyon

Postal / Zip Code

94503

State / Province / Region

CA - California

Country

Questionnaire

This application is to serve as a member of: *

Other

Committee not listed above:

Utility Rate Advisory Committee

How long have you lived in American Canyon? *

4 years

Are you a registered voter? *

Yes No

Availability for meetings? *

Daytime

Evening

What are your principle areas of interest in our City government? *

planning and compliance

Please list education, training or special knowledge which might be relevant to this appointment: *

Worked with government officials for more than 10 years while in the private sector in the area of investment, particularly in modern agriculture development projects

Please list employment, membership in service or community organizations, or volunteer work which might be relevant to this appointment: *

American Canyon West side connector citizens group

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates of service. *

American Canyon West side connector citizens group

Please indicate any further information that will be of value regarding your appointment.

Signature *

william baker

Date *

10/5/2022



TITLE

2022 California Building Standards Code with local Amendments Second Reading

RECOMMENDATION

Approve second reading by title only, and adopt an Ordinance of the City Council of the City of American Canyon repealing Chapters 16.01 through 16.09 and 16.13 of the City of American Canyon Municipal Code and all other conflicting ordinances and parts of Ordinances and Adopting by Reference the 2022 Editions of the California Code of Regulations Title 24 and Related Model Codes with Appendices and Amendments as identified herein through express Findings of Local Necessity.

CONTACT

Tom Trimberger, Contract Chief Building Official
Brent Cooper, AICP, Community Development Director

BACKGROUND & ANALYSIS

On November 1, 2022, the City Council introduced the first reading of an Ordinance to repeal the 2019 California Building Standards Code and replace it with the 2022 California Building Standards Code with local amendments. A copy of the 2022 California Building Standards Code with local amendments is included as Attachment 1.

The proposed Building Code Ordinance will update the City's Municipal Code and provide an opportunity to incorporate local amendments for portions of the 2022 California Building Standards, thereby creating local editions.

The California Building Standards Commission (CBSC) is responsible for administering the adoption, publication, and implementation of the California Building Codes, which are contained in the California Code of Regulations, Title 24. Since 1989, the CBSC has published triennial editions of these codes. Local jurisdictions are required to enforce the State building codes.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

There is no fiscal impact related to this code adoption. Costs associated with training and updated code materials were included in the FY 22/23 Budget.

ENVIRONMENTAL REVIEW

Adoption of the proposed Ordinance is not a project that has the potential for causing a significant effect on the environment and therefore is not subject to review under the California Environmental Quality Act (CEQA). In addition, the proposed ordinance amendment is exempt under the definition of Project in Section 15378 (b) (3) in that it concerns general policy and procedure making.

ATTACHMENTS:

1. [2022 Building Code Ordinance](#)

ORDINANCE NO. 2022- ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON REPEALING CHAPTERS 16.01 THROUGH 16.09 and 16.13 OF THE CITY OF AMERICAN CANYON MUNICIPAL CODE AND ALL OTHER CONFLICTING ORDINANCES AND PARTS OF ORDINANCES AND ADOPTING BY REFERENCE THE 2022 EDITIONS OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24 AND RELATED MODEL CODES WITH APPENDICES AND AMENDMENTS AS IDENTIFIED HEREIN THROUGH EXPRESS FINDINGS OF LOCAL NECESSITY

WHEREAS, in July 2022, the California Building Standards Commission ("Commission") adopted the California Codes as part of the California State Building Standards Code; and

WHEREAS, California Health and Safety Code Section 17958.5 authorizes cities and counties to modify the California State Building Standards Code by adopting more restrictive standards if such entities determine that such standards are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, the City of American Canyon has reviewed each of the referenced California and model Codes and it has been determined that certain local amendments are necessary to protect the health, safety, and welfare of its residents; and

WHEREAS, Government Code section 50022 et seq., empowers the City to adopt by reference various Codes including the CALIFORNIA BUILDING CODE, 2022 Edition; CALIFORNIA ELECTRICAL CODE, 2022 Edition; the CALIFORNIA MECHANICAL CODE, 2022 Edition; the CALIFORNIA PLUMBING CODE, 2022 Edition; the CALIFORNIA ENERGY CODE, 2022 Edition; the CALIFORNIA HISTORICAL CODE, 2022 Edition; the CALIFORNIA EXISTING BUILDING CODE, 2022 EDITION; the CALIFORNIA GREEN BUILDING CODE, 2022 EDITION; the CALIFORNIA ADMINISTRATIVE CODE, 2022 EDITION; and the INTERNATIONAL PROPERTY MAINTENANCE CODE, 2021 EDITION; INTERNATIONAL SWIMMING POOL AND SPA CODE, 2021 EDITION; and

WHEREAS, pursuant to the Government Code, the City has adopted by reference various provisions of the above referenced California and model Codes, subject to particular additions, amendments and deletions as set forth in the Municipal Code; and

WHEREAS, on November 1, 2022 the City Council conducted a duly noticed public hearing considered all of the written and oral testimony presented at the public meeting in making its decision.

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

SECTION 1: Repeal and Replace Chapters 16.01 through 16.08 of the City of American Canyon Municipal Code.

- CHAPTER 16.01 GENERAL PROVISIONS;
- CALIFORNIA BUILDING CODE CHAPTER 16.02 CALIFORNIA BUILDING CODE, 2022 EDITION;
- CHAPTER 16.03 CALIFORNIA RESIDENTIAL CODE 2022 EDITION;
- CHAPTER 16.04 CALIFORNIA ELECTRICAL CODE, 2022 EDITION;
- CHAPTER 16.05 CALIFORNIA MECHANICAL CODE, 2022 EDITION;

- CHAPTER 16.06 CALIFORNIA PLUMBING CODE, 2022; EDITION;
- CHAPTER 16.07 CALIFORNIA ENERGY CODE, 2022 EDITION;
- CHAPTER 16.08 CALIFORNIA HISTORICAL CODE, 2022 EDITION;
- CHAPTER 16.09 CALIFORNIA EXISTING BUILDING CODE, 2022 EDITION;
- CHAPTER 16.11 CALIFORNIA GREEN BUILDING STANDARDS CODE, 2022 EDITION;
- CHAPTER 16.16 CALIFORNIA ADMINISTRATIVE CODE, 2022 EDITION;
- CHAPTER 16.17 CALIFORNIA REFERENCE STANDARDS CODE; 2022 EDITION;
- CHAPTER 16.18 INTERNATIONAL PROPERTY MAINTENANCE CODE, 2021 EDITION.

AMENDING THOSE UNIFORM CODES AND CALIFORNIA BUILDING STANDARDS AS IDENTIFIED HEREIN THROUGH EXPRESSED FINDINGS OF LOCAL NECESSITY; and all other ordinances or parts of ordinances in conflict herewith are hereby repealed as set forth in Exhibit A, attached herein and incorporated by reference.

SECTION 2: Amend the following Chapters: 16.01 GENERAL PROVISIONS; and 16.15 STREAMLINED RESIDENTIAL ROOFTOP SOLAR ENERGY PERMIT.

SECTION 3: No Change to the following Chapters: 16.10 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS; 16.12 SAFETY ASSESSMENT PLACARDS; 16.13 REPAIR AND RECONSTRUCTION CODE; and 16.14 WATER EFFICIENT LANDSCAPING.

SECTION 4: The City Council of the City of American Canyon finds and declares that the additions, modifications, and changes made to these codes are necessary for protection of public health, safety, and welfare due to climatic, geological, or topographical conditions. These amendments are authorized under Health and Safety Code Sections 18941.5 and 17958 and are read as set forth in Exhibit B.

SECTION 5: The adoption of the proposed ordinance is not a project that has the potential for causing a significant effect on the environment and therefore is not subject to review under the California Environmental Quality Act (CEQA). In addition, the proposed ordinance amendment is exempt under the definition of Project in Section 15378 (b) (3) in that it concerns general policy and procedure making.

SECTION 6: The Mayor shall sign this Ordinance and the City Clerk shall attest thereto and shall within fifteen days of its adoption cause a summary of it to be published in a newspaper and circulated in the City and thereupon and thereafter this Ordinance shall take effect and be in force according to law.

SECTION 7: This ordinance is enacted pursuant to and in compliance with Health and Safety Code Section 18941.5 and as expressly permitted in Government Code Section 50022.2. For all codes, the effective date of this Ordinance shall be January 1, 2023.

SECTION 8: The City Clerk is hereby directed to file a copy of this ordinance with the California Building Standards Commission of the State of California.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of American Canyon, State of California, held on the 1ST day of November, 2022 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Leon Garcia, Mayor
APPROVED AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney

Exhibit A Local Building Codes
Exhibit B Required Findings and Determination

EXHIBIT A

Title 16 BUILDING AND CONSTRUCTION CODES

Chapters

- 16.01 General Provisions
- 16.02 California Building Code
- 16.03 California Residential Code
- 16.04 California Electrical Code
- 16.05 California Mechanical Code
- 16.06 California Plumbing Code
- 16.07 California Energy Code
- 16.08 California Historical Building Code
- 16.09 California Existing Building Code
- 16.10 Uniform Code for the Abatement of Dangerous Buildings
- 16.11 California Green Building Standards Code
- 16.12 Safety Assessment Placards
- 16.13 Repair and Reconstruction
- 16.14 Water-Efficient Landscaping
- 16.15 Streamlined Residential Rooftop Solar Energy Permit
- 16.16 California Administrative Code
- 16.17 California Reference Standards Code
- 16.18 International Property Maintenance Code
- 16.18 International Swimming Pool and Spa Code
- 16.18 International Wildland Interface Code

****Note to Codifier: Code that remains unchanged is not included in this document. Only new and amended code is presented below.**

Chapter 16.02 CALIFORNIA BUILDING CODE

16.02.010 Title.

This chapter shall be cited as the [California Building Code](#) of the city and any reference in the city municipal code or any chapter thereof to the [California Building Code](#) applies to this chapter. (Ord. 2019-12 § 2016-12 § 2, 2016)

16.02.020 Code adoption.

The City of American Canyon does hereby adopt all those certain documents marked and designated, as "[California Building Code](#), 2022 Edition," published and copyrighted by the International Code Council. The documents identified in this section are adopted in their entirety excepting additions, revisions and omissions listed in Sections [16.02.030](#) through [16.02.260](#) of this chapter. A copy of the adopted [California Building Code](#) shall be kept on file in the office of the Building Official for use and examination by members of the public. (Ord. 2019-12 § 2016-12 § 2, 2016)

16.02.030 Appendices.

The Building Code as adopted by Section [16.02.020](#) is amended and adopted with the following appendices:

Appendix Chapter C, Group U – Agricultural Buildings

Appendix Chapter F, Rodent Proofing

Appendix Chapter G, Flood Resistant Construction

Appendix Chapter H, Signs

Appendix Chapter I, Patio Covers

Appendix Chapter J, Grading

Appendix Chapter O, Emergency Housing

(Ord. 2019-12 § 2016-12 § 2, 2016)

16.02.040 Findings and determination.

As permitted in [Health and Safety Code](#) Section 17958.7, the City of American Canyon finds and determines the local amendments to the 2022 [California Building Code](#) are either administrative in nature or reasonably necessary to protect the health, safety and general welfare of the public due to local climatic, geological or topographical conditions. Those findings are as follows:

Express Finding Number 1: Climatic. The city is located in a climatic zone with precipitation ranging from fifteen to twenty-six inches per year. Ninety-five percent of precipitation falls during the months of November through April, leaving a dry period of approximately six months each year. Relative humidity remains moderate most of the time. High temperatures in the summer average in the mid-eighty degrees Fahrenheit and in the winter in the mid-fifty degrees Fahrenheit. Prevailing winds in the area are common with gusts up to thirty-five miles per hour. These climatic conditions, along with our topography, necessitate a greater requirement for fire-sprinklers in residential construction, a minimum Class A roof covering and adequate spark arrestors.

Express Finding Number 2: Geological. The city is located in Seismic Design Category D, which is indicative of high seismic vulnerability. The West Napa fault is documented to be present in our city. The area includes various soil conditions and areas with significant movement potential. Buildings and other structures in Seismic Design Category D can experience major seismic damage. These geological conditions necessitate the prohibition of gypsum as a lateral-resisting building element, and the restriction of Portland cement plaster as a lateral-resisting building element to one story structures of R-3 and U-1 occupancies.

Express Finding Number 3: Topographical. Areas of highly combustible dry grasses, weeds, brush and trees adjacent to structures are common throughout the city. Above ground electrical power transmission lines are suspended through trees and above large areas of dry vegetation. The arrangement of man-made features around many buildings greatly limits any approach to all but one side of a building. The area immediately adjacent to the eastern border of the city has been classified as high and very high fire severity zones under the Fire and Resource Assessment Program of the California Department of Forestry and Fire Protection. These topographical conditions, along with our climate, necessitate a greater requirement for fire-sprinklers in residential construction, a minimum Class A roof covering and adequate spark arrestors. (Ord. 2019-12 § 2016-12 § 2, 2016)

16.02.060 Amend Section 101.4.1 Gas.

Section 101.4.1 first sentence is amended to read as follows:

101.4.1 Gas. The provisions of the [California Plumbing Code](#) and [California Mechanical Codes](#) shall apply in the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code.

The remainder of the paragraph is retained as published. (Ord. 2019-12 § 2016-12 § 2, 2016)

16.-02.070 Amend Section 105.2 exception 1 Work exempt from permit

Section 105.2 exception 1. is hereby deleted and amended to read as follows:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet. It is permissible for these structures to be regulated by Section 337 despite exemption from permit when they provide habitable living space.

16.02.080 Amend Section 105.5 Expiration

Section 105.5. is hereby deleted and amended to read as follows:

Every permit issued by the Building Official under the provisions of this code shall expire by limitation and become null and void if the building, structure, equipment or work authorized by such permit is not commenced within twelve (12) months from the date of such permit, or if the building, structure, equipment or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days.

Before such work can recommence, a new permit shall be first obtained to do so, and the recommence fee shall be one half the amount required for a new permit (i.e. building, electrical, plumbing and mechanical fees only) for such work, provided no changes have been made or will be made in the original plans and specifications for such work, and provided further such suspension or abandonment has not exceeded one year. To renew a permit after expiration for over one year, the permittee shall pay new full permit fee. The maximum life of any permit is three (3) years.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time frame required by this section for good and satisfactory reasons. The Building Official may extend the time for action by the permittee for a period not exceeding one hundred eighty (180) days on written request by the permittee showing circumstances beyond the control of the permittee that prevented action from being taken.

16.02.090 Amend Section 107.1.2 Electric vehicle charging stations.

Section 107.1.2 of Chapter 1 of Division II of the [California Building Code](#) is hereby added to read:

107.1.2 Electric vehicle charging stations. Applications for electric vehicle charging stations may be processed utilizing the City of American Canyon Electric Vehicle Charging Station Expedited/Streamlined ordinance.

(Ord. 2019-02 § 1, 2019)

16.02.095 Amend Section 202 General definitions.

Section 202 of Chapter 2 of the [California Building Code](#) is hereby amended to add or modify the following definitions to read:

City of American Canyon Electric Vehicle Charging Station Expedited/Streamlined Permitting Process: A ministerial permitting process for electric vehicle charging station installations that utilizes an application checklist to expedite review of an electric vehicle charging station permit. For such installations, the process, including permit issuance, may be conducted entirely online utilizing digital forms or may be conducted at the City’s Building Permit Counter utilizing printed forms.

(Ord. 2019-02 § 1, 2019)

16.02.100 Amend Section 109.2 Schedule of permit fees.

Section 109.2 is deleted and replaced as follows:

109.2 Permit fees. Each building, structure, structure, electrical, gas, mechanical, and plumbing system or alteration that requires a permit shall include a fee payment in accordance with a schedule established by City Council Resolution.

The Building Official shall collect fees for permits and services specified in this title. Where the Building Official Director or designee finds the fees prescribed in this title do not cover the cost of providing the service which is the subject of the fee, the Building Official may charge a supplemental fee for the unpaid cost of the services provided.

(Ord. 2019-12 § 2016-12 § 2, 2016)

16.02.110 Amend Section 109.4 Work commencing before permit issuance.

Section 109.4 is deleted and replaced as follows:

109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee establish by the Building Official that shall be in addition to the required permit fees. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall not exceed five times the permit fee required by this code. The minimum investigation fee set forth in the fee schedule adopted by this jurisdiction or a lesser fee than the fee resolution may be permitted on the merits of each individual case by the Building

Official. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

(Ord. 2019-12 § 2016-12 § 2, 2016)

16.02.120 Amend Section 901.2 Fire protection systems.

Chapter 9, Section 901.2 is hereby amended by repealing the first two sentences of Section 901.2 (thus, the provisions of Section 902.2.1 remain in effect) and replacing it with the following:

901.2 Construction documents. The Fire Chief shall have the authority to require construction documents and calculations for all fire protection systems and to require permits be issued for the installation, rehabilitation or modification of any fire protection system. Construction documents for fire protection systems shall be submitted for review and approval prior to the issuance of a building permit.

(Ord. 2019-12 § 2016-12 § 2, 2016)

16.02.130 Amend Section 903.2 Where required.

Section 903.2 of Chapter 9 is deleted in its entirety based upon Express Findings 1 and 3 in Section 16.02.040, and replaced with the following section:

903.2: Item 1, Approved automatic sprinkler systems shall be installed throughout all existing commercial or multi-family residential building when the floor area of an addition (including mezzanines) exceeds 50% of the existing floor area of the building or when an additional story is added.

903.2: Item 2, Any change of occupancy when the proposed new occupancy classification is more hazardous based on a fire and life safety evaluation by the Fire Code Official and Building Code Official, including conversion of buildings to single-family residences, accessory dwelling units, bed and breakfast, inns, lodging houses or congregate residences for 10 or less persons or other similar uses an automatic fire sprinkler system shall be installed throughout.

903.2 Where required. Approved automatic fire sprinkler systems shall be provided in new and existing buildings in the locations described in this section.

903.2.1 New Construction.

Regardless of any exception listed above or in the remainder of this code or the [California Building Code](#), all buildings shall be equipped throughout with an approved fully automatic fire sprinkler system.

Fire Sprinklers shall not be required if one or more of the following exceptions are met:

1. Must comply with the American Canyon General Building Standards for residential, multi-family residential, commercial and industrial occupancies.

2. When approved by the Fire Code Official spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic fire alarm system and are separated from the remainder of the building by fire barriers consisting of no less than 1-hour fire-resistance-rated wall and 2-hour fire-resistance-rate floor/ceiling assemblies.
3. Automatic fire sprinkler protection for fixed guideway transit systems shall be as per Section 903.2.17.
4. Detached Group U private garages and carports accessory to a Group R-3 occupancy and less than 1,000 square feet and with non-habitable space above.
5. Detached pool houses, workshops, barns and similar structures, built in conjunction with existing non-sprinkled single-family residences and provided the new structure is less than 1,000 square feet and is not intended for use as a dwelling unit.
6. Detached non-combustible canopies less than 3,000 square feet in roof area used exclusively for vehicle washing facilities or vehicle fuel dispensing stations.
7. Group B or M occupancies less than 600 square feet.
8. Detached, unenclosed gazebos, solar trellises or shade structures less than 1,000 square feet.
9. Detached restroom facilities associated with golf courses, parks and similar uses.

903.2.2 Additions. An automatic sprinkler system shall be installed throughout any existing commercial or multi-family residential building when the floor area of an addition (including mezzanines) within any three-year period exceeds 50% of the existing floor area of the building or when an additional story is added.

903.2.3 Change of occupancy. Any change of occupancy when the proposed new occupancy classification is more hazardous based on a fire and life safety evaluation by the Fire Code Official and Building Code Official, including conversion of buildings to single-family residences, accessory dwelling units, bed and breakfast, inns, lodging houses or congregate residences for 10 or less persons or other similar uses an automatic fire sprinkler system shall be installed throughout.

903.2.4 Floor control valves. Approved supervised indicating control valves and flow switches shall be provided at the point of connection to the riser on each floor in buildings two or more stories in height.

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.

An automatic sprinkler system designed in accordance with Section 903.3.1.3 shall not be utilized in Group R-2.1 or Group R-4 Occupancies.

(Ord. 2019-12 § 2016-12 § 2, 2016)

16.02.140 Amend Section 905.3.1 Height.

Item 2 of Section 905.3.1 is deleted based upon Express Findings 1 and 3 in Section 16.02.040, and replaced with the following section:

905.3.1 Height.

2. Class I standpipes shall be installed in buildings three or more stories in height with approved outlets provided at each level including the roof when required by the Fire Code Official.

(Ord. 2019-12 § 2016-12 § 2, 2016)

16.02.150 Amend California Building Code Table 1505.1 Minimum Roof Covering Classification.

Table 1505.1 is to be deleted and based upon Express Findings 1 and 3 in Section 16.02.040, and replaced with the following:

**Table 1505.1
MINIMUM ROOF COVERING
CLASSIFICATION
FOR TYPES OF CONSTRUCTION**

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A	A	A	A	A	A	A	A	A

(Ord. 2019-12 § 2016-12 § 2, 2016)

16.02.160 Amend Section 1512 Reroofing.

Section 1512 is amended and based upon Express Findings 1 and 3 in Section 16.02.040, to add the following section:

1512.6 Spark arrestor. Whenever a permit has been issued for reroofing a spark arrestor conforming to Section 2802 shall be installed (or the existing replaced if not in conformance with Section 2802) on all fireplace chimneys before final inspection and approval.

(Ord. 2019-12 § 2016-12 § 2, 2016)

16.02.180 Amend Section 1705.3 Concrete construction. Deleted Chapter 16.02.180. Should read RESERVED

16.02.190 Amend Section 1809.8 Plain concrete footings.

Delete Section 1809.8 and replace as follows:

1809.8 Plain concrete footings. The edge thickness of plain concrete footings supporting walls of other than light-frame construction shall not be less than 8 inches (203 mm) where placed on soil and in all cases, as a minimum, one ½" (51 mm) continuous rebar shall be placed at the top and at the bottom of all grade beams and spread footings.

Exception: For plain concrete footings supporting Groups R-3 and one-story Group U occupancies the edge thickness is permitted to be 6 inches (152 mm), provided the footing does not extend beyond a distance greater than the thickness of the footing on either side of the supported wall. In all cases, as a minimum, one ½" (51 mm) continuous rebar shall be placed at the top and at the bottom of all grade beams and spread footings.

(Ord. 2019-12 § 2016-12 § 2, 2016)

16.02.210 Amend Section 1905.1.7 ACI 318-19, Section 14.1.4.

Section 1905.1.7 is deleted and based upon Express Findings 1 and 3 in Section 16.02.040 is amended to read as follows:

1905.1.7 ACI 318, Section 22.10. Delete ACI 318, Section 22.10, and replace with the following:

22.10 - Plain concrete in structures assigned to seismic design category C, D, E or F.

22.10.1 - Structures assigned to Seismic Design Category C, D, E or F shall not have elements of structural plain concrete, except as follows:

- (a) Isolated footings of plain concrete supporting pedestals or columns are permitted, provided the projection of the footing beyond the face of the supported member does not exceed the footing thickness.

Exception: In detached one- and two-family dwelling three stories or less in height, the projection of the footing beyond the face of the supported member does not exceed the footing thickness.

- (b) Plain concrete footing supporting walls are permitted, provided the footings have at least two continuous longitudinal reinforcing bars. Bars shall not be smaller than No. 4 and shall have a total area of not less than 0.002 times the gross cross-sectional area of the footing. A minimum of one bar shall be provided at the top and bottom of the footing. Continuity of reinforcement shall be provided at corners and intersections.

Exception: In detached one- and two-family dwellings three stories or less in height and constructed with stud bearing walls, plain concrete footings with at least two continuous longitudinal reinforcing bars not smaller than No. 4 are permitted to have a total area of less than 0.002 times the gross cross-sectional area of the footing.

(Ord. 2019-12 § 2016-12 § 2, 2016)

16.02.220 Amend Section 1907.1 General.

Section 1907.1 General is deleted and based upon Express Findings 1 and 3 in Section 16.02.040 is amended to read as follows:

1907.1 General. The thickness of concrete floor slabs supported directly on the ground shall not be less than 3 1/2 inches (89 mm). A 6-mil (0.006 inch; 0.15 mm) polyethylene retarder with joints lapped not less than 6 inches (152 mm) shall be placed between the base course or subgrade and the concrete floor slab, or other approved equivalent methods or materials shall be used to retard vapor transmission through the floor slab. As a minimum and in all cases where a slab is to be placed inside of a building, the slab shall be reinforced with not less than six inches by six inches ten-gauge welded wire mesh or an approved alternate installed at mid height of the slab.

Exception: A vapor retarder is not required:

1. For detached structures accessory to occupancies in Group R-3, such as garages, utility buildings or other unheated facilities.
2. For unheated storage rooms having an area of less than 70 square feet (6.5 m²) and carports attached to occupancies in Group R-3.
3. For buildings of other occupancies where migration of moisture through the slab from below will not be detrimental to the intended occupancy of the building.
4. For driveways, walks, patios and other flatwork which will not be enclosed at a later date.
5. Where approved based on local site conditions.

In all slabs under habitable spaces, a 4-inch (10 mm) crushed rock capillary water barrier shall be provided under the minimum 6 mil vapor retarder.

(Ord. 2019-12 § 2016-12 § 2, 2016)

16.02.260 Amend Appendix H Section H101.2 Signs exempt from permits.

Appendix Chapter H Section H101.2 is deleted and replaced as follows:

H101.2 Signs exempt from building and/or electrical permits. The following signs are exempt from the requirements to obtain a building and/or electrical permit before erection:

1. Painted non-illuminated signs not exceeding 9 square feet (2.74 m²).
2. Temporary signs announcing the sale or rent of property not exceeding 9 square feet (2.74 m²).
3. Signs erected by transportation authorities.
4. Projecting signs not exceeding 2.5 square feet (0.23 m²).
5. The changing of moveable parts of an approved sign that is designed for such changes, or the repainting or repositioning of display matter shall not be deemed an alteration.

(Ord. 2019-12 § 2016-12 § 2, 2016)

Chapter 16.03 CALIFORNIA RESIDENTIAL CODE

16.03.010 Title.

This chapter shall be cited as the [California Residential Code](#) of the city and any reference in the city municipal code or any chapter thereof to the [California Residential Code](#) applies to this chapter. (Ord. 2019-12 § 2016-12 § 2,

16.03.020 Code adoption.

The City of American Canyon adopts all those certain documents marked and designated, as “[California Residential Code](#), 2022 Edition,” together with Appendix H and V published and copyrighted by the International Code Council. The documents identified in this section are adopted in their entirety excepting additions, revisions and omissions listed in Sections [16.03.030](#) through [16.03.080](#) of this chapter. A copy of the adopted [California Residential Code](#) shall be kept on file in the office of the Building Official for use and examination by members of the public. (Ord. 2019-12 § 2016-12 § 2, 2016)

16.03.030 Appendices.

The Residential Code as adopted by Section [16.03.020](#) is amended and adopted with the following appendices:

Appendix Chapter AH, Patio Covers

(Ord. 2019-12 § 2016-12 § 2, 2016)

Appendix Chapter AX, Swimming Pool Safety Act

Section 115922 is hereby deleted and amended to read as follows:

Except as provided in Section 115925, when a building permit is issued for construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa at a private single-family home, the respective swimming pool or spa shall be equipped with all three of the following drowning prevention safety features:

1. An enclosure that meets the requirements of Section 1215923 and isolates the swimming pool or spa from the private single-family home.
2. A self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor on the private single-family’s home doors providing direct access to the swimming pool or spa.
3. Exit alarms on the private single-family home’s doors that provide direct access to the swimming pool or spa shall be equipped with audible alarm of sufficient volume that can be heard throughout the dwelling. The exit alarm may cause either an alarm noise or a verbal warning, such as a repeating notification that “the door to the pool is open. The alarm device shall be approved by the Building Official; or
4. A safety pool cover complying with the ASTM, in compliance with standard F1346-91 or approved by the Building Official may be used in lieu of alarm devices required for doors and sliding doors.

16.03.040 Section R105.2.1 Work exempt from permits.

Item 1 of Section R105.2 exemptions is hereby deleted and amended to read as follows:

1. One-story detached accessory structure, used as tool sheds and storage sheds, playhouses and similar uses provided the floor area does not exceed 120 square feet, (11.15 m²). The height of the one story detached accessory structure shall not exceed 15 feet (4.75 m) at any point or as specified by local zoning ordinance. It is permissible these structures shall be regulated by Section 710 and R337 despite exemption from permit.

(Ord. 2019-12 § 2016-12 § 2, 2016)

16.03.040 Amend Section R105.5. Expiration

Section R105.5 is hereby deleted and amended to read as follows:

Every permit issued by the Building Official under the provisions of this code shall expire by limitation and become null and void if the building, structure, equipment or work authorized by such permit is not commenced within 12 months from the date of such permit, or if the building, structure, equipment or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee shall be one half the amount required for a new permit (i.e. building, electrical, plumbing and mechanical fees only) for such work, provided no changes have been made or will be made in the original plans and specifications for such work, and provided further that such suspension or abandonment has not exceeded one year. To renew action on a permit after expiration, the permittee shall pay new full permit fee.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time frame required by this section for good and satisfactory reasons. The Building Official may extend the time for action by the permittee for a period not exceeding 180 days on written request by the permittee showing circumstances beyond the control of the permittee that have prevented action from being taken.

16.03.050 Section R108.7 Re-inspection fee.

Section R108.7 is hereby added to read as follows:

R108.7 Re-inspection Fee. A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is not complete or when corrections called for are not made.

This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this code, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection.

Re-inspection fees may be assessed when the inspection record card is not posted or otherwise available on the work site, the approved plans are not readily available to the inspector. For failure to

provide access on the date for which inspection is requested, or for deviating from plans requiring the approval of the Building Official.

(Ord. 2019-12 § 2016-12 § 2, 2016)

16.03.060 Section R108.8 Violation penalties.

Section R108.8 is hereby added to read as follows:

108.8 Violation penalties. Any persons who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall not exceed five times the permit fee required by this code. The minimum investigation fee set forth in the fee schedule adopted by this jurisdiction or a lesser fee than the fee resolution may be permitted on the merits of each individual case by the Building Official. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

(Ord. 2019-12 § 2016-12 § 2, 2016)

16.03.065 Section R313.2 One- and two-family dwellings automatic fire systems, Exception.

Section R313.2, Exception number 1 is hereby deleted and replaced by the following sentence:

An automatic sprinkler system shall be installed throughout any existing one- or two-family dwelling when the floor area of the addition (including mezzanines) exceeds 50% of the existing floor area of the building or when an additional story is added.

(Ord. 2019-12 § 2016-12 § 2, 2016)

16.03.070 Amend Section R506.2.4 Reinforcement support.

Section R506.2.4 is deleted and based upon Express Findings 1 and 3 in Section 16.03.030 is amended to read as follows:

R506.2.4 Reinforcement support. Where provided in slabs on ground, reinforcement shall be supported to remain in place from the center to upper one third of the slab for the duration of the concrete placement. As a minimum, and in all cases where a slab is to be placed inside of a building, the slab shall be reinforced with not less than six inches by six inches ten-gauge welded wire mesh, or an approved alternate.

In all slabs under habitable spaces, a minimum of 4 inches (102 mm) of crushed rock capillary water barrier shall be provided under a minimum 10 mil vapor retarder. The vapor barrier shall be protected by a minimum of 2 inches (51 mm) of sand or equivalent protection.

(Ord. 2019-12 § 2016-12 § 2, 2016)

16.03.080 Amend Section R907 Rooftop Mounted Photovoltaic Panel Systems.

Section R907.1.1. and 907.1.2 are hereby added based upon Express Findings 1 and 3 in Section 16.03.030 to read as follows:

R907.1.1 Solar photovoltaic panels/modules. Solar photovoltaic panels/modules installed upon a roof or as an integral part of a roof assembly shall comply with the requirements of this code and the [California Fire Code](#) as amended by the City of American Canyon.

R907.1.2 Structural fire-resistance. The structural frame and roof construction supporting the load imposed upon the roof by the photovoltaic panels/modules shall comply with the requirements of the [California Building Code](#) Sections 1510 and 1511.

(Ord. 2019-12 § 2016-12 § 2, 2016)

16.03.090 Amend Section R202 General definitions.

Section R202 of Chapter 2 of the [California Residential Code](#) is hereby amended to add the following definitions to read:

City of American Canyon Electric Vehicle Charging Station Expedited/Streamlined Permitting Process: A ministerial permitting process for electric vehicle charging station installations that utilizes an application checklist to expedite review of an electric vehicle charging station permit. For such installations, the process, including permit issuance, may be conducted entirely online utilizing digital forms or may be conducted at the City’s Building Permit Counter utilizing printed forms.

(Ord. 2019-02 § 1, 2019)

Chapter 16.04 CALIFORNIA ELECTRICAL CODE

16.04.010 Title.

This chapter shall be cited as the “[California Electrical Code](#)” of the City of American Canyon and any reference in the city municipal code or any chapter thereof to the [California Electrical Code](#), CEC, or Electrical Code, refers and applies to this chapter. (Ord. 2019-12 § 2016-12 § 2, 2016)

16.04.020 Code adoption.

The City of American Canyon does hereby adopt all those certain documents marked and designated, as “[California Electrical Code](#), 2022 Edition,” published by BNI Publications, Inc., and copyrighted by the National Fire Protection Association and the California Building Standards Commission. The documents identified in this section are adopted in their entirety. A copy of the adopted [California Electrical Code](#) shall be kept on file in the office of the Building Official for use and examination by members of the public. (Ord. 2019-12 § 2016-12 § 2, 2016)

Chapter 16.05 CALIFORNIA MECHANICAL CODE

16.05.010 Title.

This chapter shall be cited as the “[California Mechanical Code](#)” of the city and any reference in the city municipal code or any chapter thereof to the [California Mechanical Code](#), CMC or Mechanical Code refers and applies to this chapter. (Ord. 2019-12 § 2016-12 § 2, 2016)

16.05.020 Code adoption.

The City of American Canyon does hereby adopt all those certain documents marked and designated, as “California Mechanical Code, 2022 Edition,” published by International Association of Plumbing and Mechanical Officials and copyrighted by International Association of Plumbing and Mechanical Officials and the California Building Standards Commission. The documents identified in this section are adopted in their entirety. A copy of the adopted California Mechanical Code shall be kept on file in the office of the Building Official for use and examination by members of the public. (Ord. 2019-12 § 2016-12 § 2, 2016)

Chapter 16.06 CALIFORNIA PLUMBING CODE

16.06.010 Title.

This chapter shall be cited as the “California Plumbing Code” of the city and any reference in the city municipal code or any chapter thereof to the Uniform Plumbing Code, CPC or Plumbing Code refers and applies to this chapter. (Ord. 2019-12 § 2016-12 § 2, 2016)

16.06.020 Code adoption.

The City of American Canyon does hereby adopt all those certain documents marked and designated, as “California Plumbing Code, 2022 Edition,” published by International Association of Plumbing and Mechanical Officials and copyrighted by International Association of Plumbing and Mechanical Officials and the California Building Standards Commission. The documents identified in this section are adopted in their entirety excepting additions, revisions and omissions listed in Sections 16.06.030 and 16.06.040 of this chapter. A copy of the adopted California Plumbing Code shall be kept on file in the office of the Building Official for use and examination by members of the public. (Ord. 2019-12 § 2016-12 § 2, 2016)

16.06.030 Appendices.

The Plumbing Code as adopted by Section 16.04.020 is amended and adopted with the following appendices sections:

Appendix C Alternate Plumbing Systems

Appendix D Sizing Storm Water Drainage Systems

Appendix I Installation Standards

(Ord. 2019-12 § 2016-12 § 2, 2016)

16.06.040 Adopt Chapter 16A, Part II Non-potable water reuse systems.

Chapter 16A, Part II is adopted in its entirety. (Ord. 2019-12 § 2016-12 § 2, 2016)

Chapter 16.07 CALIFORNIA ENERGY CODE

16.07.010 Title.

This chapter shall be cited as the “California Energy Code” of the City of American Canyon and any reference in the city municipal code or any chapter thereof to the California Energy Code, or Energy Code, refers and applies to this chapter. (Ord. 2019-12 § 2016-12 § 2, 2016)

16.07.020 Code adoption.

The City of American Canyon does hereby adopt all those certain documents marked and designated, as “California Energy Code, 2022 Edition,” by the California Building Standards Commission. The documents identified in this section are adopted in their entirety. A copy of the adopted California Energy Code shall be kept on file in the office of the Building Official for use and examination by members of the public. (Ord. 2019-12 § 2016-12 § 2, 2016)

Chapter 16.08 CALIFORNIA HISTORICAL BUILDING CODE

16.08.010 Title.

This chapter shall be cited as the “California Historical Code” of the City of American Canyon and any reference in the city municipal code or any chapter thereof to the California Historical Building Code, or Historical Building Code, refers and applies to this chapter. (Ord. 2019-12 § 2016-12 § 2, 2016)

16.08.020 Code adoption.

The City of American Canyon does hereby adopt all those certain documents marked and designated, as “California Historical Building Code, 2022 Edition,” published by the International Code Council and copyrighted by the California Building Standards Commission. The documents identified in this section are adopted in their entirety. A copy of the adopted California Historical Building Code shall be kept on file in the office of the Building Official for use and examination by members of the public. (Ord. § 2019-12 § 2, 2016)

Chapter 16.09 CALIFORNIA EXISTING BUILDING CODE

16.09.010 Title.

This chapter shall be cited as the “California Existing Building Code” of the City of American Canyon and any reference in the city municipal code or any chapter thereof to the California Existing Building Code, refers and applies to this chapter.

16.09.020 Code adoption.

The City of American Canyon does hereby adopt all those certain documents marked and designated, as “California Existing Building Code, 2022 Edition,” published by the International Code Council and copyrighted by the California Building Standards Commission. The documents identified in this section are adopted in their entirety. A copy of the adopted California Existing Building Code shall be kept on file in the office of the Building Official for use and examination by members of the public.

Chapter 16.11 CALIFORNIA GREEN BUILDING STANDARDS CODE

16.11.010 Title.

This chapter shall be cited as the “California Green Building Standards Code” of the City of American Canyon and any reference in the city municipal code or any chapter thereof to the California Green Building Standards Code, or CALGreen, refers and applies to this chapter.

16.11.020 Code adoption.

The City of American Canyon does hereby adopt all those certain documents marked and designated, as “California Green Building Standards Code, 2022 Edition,” published by the California Building Standards Commission. The documents identified in this section are adopted in their entirety. A copy of the adopted California Green Building Standards Code shall be kept on file in the office of the Building Official for use and examination by members of the public.

Chapter 16.13 REPAIR AND RECONSTRUCTION

16.13.010 Adoption and intent.

This chapter establishes regulations as amendments to the building code for the expeditious repair of damaged structures. In the event an amendment to the California Building Standards Code results in differences between these building standards and the California Building Standards Code, the text of these building standards shall govern. In accordance with California Health and Safety Code Section 17958.7, express findings that modifications to the California Building Standards Code are reasonably necessary because of local climatic, geological or topographical conditions are either already on file with the California Building Standards Commission prior to the effective date of the ordinance codified in this chapter. In accordance with California Government Code Section 50022.6, at least one true copy of the California Building Code has been on file with the Building Official since fifteen days prior to enactment of the ordinance codified in this chapter. While this chapter is in force, a true copy of this chapter shall be kept for public inspection in the office of the Building Official. (Ord. 2008-13, 2008)

16.13.020 Definitions.

For the purposes of this chapter, the following definition applies and is hereby added to Section 3402.1 Definitions of the 2022 California Building Code (CBC):

Substantial Structural Damage. A condition where:

3403. In any story, the vertical elements of the lateral-force-resisting system, have suffered damage such that the lateral load-carrying capacity of the structure in any direction has been reduced by more than 20 percent from its pre-damaged condition, or

3403. The capacity of any vertical gravity load-carrying component, or any group of such components, that supports more than 30 percent of the total area of the structure’s floor(s) and roof(s) has been reduced more than 20 percent from its pre-damaged condition, and the remaining capacity of such affected elements with respect to all dead and live loads is less than 75 percent of that required by the building code for new buildings of similar structure, purpose, and location.

(Ord. 2008-13, 2008)

16.13.030 Repairs.

For the purposes of this chapter, the following repair requirements are hereby added as a new Subsection 3403.5 to Section 3403 Additions, Alterations or Repair in the 2022 California Building Code (CBC):

3403.5.1 Repairs. Repairs of structural elements shall comply with this section.

3403.5.1.1.1 Seismic Evaluation and Design. Seismic evaluation and design of an existing building and its components shall be based on the following criteria.

3403.5.1.1.1.1 Evaluation and Design Procedures. The seismic evaluation and design shall be based on the procedures specified in the building code, ASCE 41 Seismic Evaluation of Existing Buildings (for evaluation only) or ASCE 41 Seismic Rehabilitation of Existing Buildings. The procedures contained in Appendix A of the International Existing Building Code shall be permitted to be used as specified in Section 3403.5.1.1.3.

3403.5.1.1.2 CBC Level Seismic Forces. When seismic forces are required to meet the building code level, they shall be one of the following:

1. 100 percent of the values in the building code. The R factor used for analysis in accordance with Chapter 16 of the building code shall be the R factor specified for structural systems classified as “Ordinary” unless it can be demonstrated that the structural system satisfies the proportioning and detailing requirements for systems classified as “Intermediate” or “Special.”

3403. Forces corresponding to BSE-1 and BSE-2 Earthquake Hazard Levels defined in ASCE 41. Where ASCE 41 is used, the corresponding performance levels shall be those shown in Table 3403.5.1.1.2.

**Table 3403.5.1.1.2
ASCE 41 Performance Levels**

Occupancy Category (Based on IBC Table 1604.5)	Performance Level for Use With ASCE 41 BSE-1 Earthquake Hazard Level	Performance Level for Use With ASCE 41 BSE-2 Earthquake Hazard Level
I	Life Safety (LS)	Collapse Prevention (CP)
II	Life Safety (LS)	Collapse Prevention (CP)
III	Note (a)	Note (a)
IV	Immediate Occupancy (IO)	Life Safety (LS)

3403. Performance Levels for Occupancy Category III shall be taken as halfway between the performance levels specified for Occupancy Category II and Occupancy Category IV.

3403.6.1.1.3 Reduced CBC Level Seismic Forces. When seismic forces are permitted to meet reduced building code levels, they shall be one of the following:

1. 75 percent of the forces prescribed in the building code. The R factor used for analysis in accordance with Chapter 16 of the building code shall be the R factor as specified in Section 3403.6.1.1.2.

3403. In accordance with the applicable chapters in Appendix A of the International Existing Building Code as specified in Items 2.1 through 2.5 below. Structures or portions of structures that comply with the requirements of the applicable chapter in Appendix A shall be deemed to comply with the requirements for reduced building code force levels.

2.1. The seismic evaluation and design of unreinforced masonry bearing wall buildings in Occupancy Category I or II are permitted to be based on the procedures specified in Appendix Chapter A1.

2.2. Seismic evaluation and design of the wall anchorage system in reinforced concrete and reinforced masonry wall buildings with flexible diaphragms in Occupancy Category I or II are permitted to be based on the procedures specified in Appendix Chapter A2.

2.3. Seismic evaluation and design of cripple walls and sill plate anchorage in residential buildings of light-frame wood construction in Occupancy Category I or II are permitted to be based on the procedures specified in Appendix Chapter A3.

2.4. Seismic evaluation and design of soft, weak, or open-front wall conditions in multiunit residential buildings of wood construction in Occupancy Category I or II are permitted to be based on the procedures specified in Appendix Chapter A4.

2.5. Seismic evaluation and design of concrete buildings and concrete with masonry infill buildings in all Occupancy Categories are permitted to be based on the procedures specified in Appendix Chapter A5.

3. Those associated with the BSE-1 Earthquake Hazard Level defined in ASCE 41 and the performance level as shown in Table 3403.6.1.1.2. Where ASCE 41 is used, the design spectral response acceleration parameters S_x and S_{x1} shall not be taken less than 75 percent of the respective design seismic coefficients 2.5Ca and Cv as defined in Tables 16-Q and 16-R of the [International Building Code](#).

3403.6.1.2 Wind Design. Wind design of existing buildings shall be based on the procedures specified in the building code.

3403.6.2 Repairs to Damaged Buildings. Repairs to damaged buildings shall comply with this section.

3403.6.2.1 Unsafe Conditions. Regardless of the extent of structural damage, unsafe conditions shall be eliminated.

3403.6.2.2 Substantial Structural Damage to Vertical Elements of the Lateral–Force-Resisting System. A building that has sustained substantial structural damage to the vertical elements of its lateral-force-resisting system shall be evaluated and repaired in accordance with the applicable provisions of Section 3403.6.2.2.1 through 3403.6.2.2.3.

3403.6.2.2.1 Evaluation. The building shall be evaluated by a registered design professional, and the evaluation findings shall be submitted to the code official. The evaluation shall establish whether the damaged building, if repaired to its pre-damage state, would comply with the provisions of the building code. Wind forces for this evaluation shall be those prescribed in the building code. Seismic forces for

this evaluation are permitted to be the reduced level seismic forces specified in Code Section 3403.6.1.1.3.

3403.6.2.2.2 Extent of Repair for Compliant Buildings. If the evaluation establishes compliance of the pre-damage building in accordance with Section 3403.6.2.2.1, then repairs shall be permitted that restore the building to its pre-damage state, using materials and strengths that existed prior to the damage.

3403.6.2.2.3 Extent of Repair for Non-Compliant Buildings. If the evaluation does not establish compliance of the pre-damage building in accordance with Section 3403.6.2.2.1, then the building shall be rehabilitated to comply with applicable provisions of the building code for load combinations including wind or seismic forces. The wind design level for the repair shall be as required by the building code in effect at the time of original construction unless the damage was caused by wind, in which case the design level shall be as required by the code in effect at the time of original construction or as required by the building code, whichever is greater. Seismic forces for this rehabilitation design shall be those required for the design of the predamaged building, but not less than the reduced level seismic forces specified in Section 3403.6.1.1.3. New structural members and connections required by this rehabilitation design shall comply with the detailing provisions of the building code for new buildings of similar structure, purpose, and location.

3403.6.2.3 Substantial Structural Damage to Vertical Load-Carrying Components. Vertical load-carrying components that have sustained substantial structural damage shall be rehabilitated to comply with the applicable provisions for dead and live loads in the building code. Undamaged vertical load-carrying components that receive dead or live loads from rehabilitated components shall also be rehabilitated to carry the design loads of the rehabilitation design. New structural members and connections required by this rehabilitation design shall comply with the detailing provisions of the building code for new buildings of similar structure, purpose, and location.

3403.6.2.3.1 Lateral Force-Resisting Elements. Regardless of the level of damage to vertical elements of the lateral force-resisting system, if substantial structural damage to vertical load-carrying components was caused primarily by wind or seismic effects, then the building shall be evaluated in accordance with Section 3403.6.2.2.1 and, if non-compliant, rehabilitated in accordance with Section 3403.6.2.2.3.

3403.6.2.4 Less than Substantial Structural Damage. For damage less than substantial structural damage, repairs shall be allowed that restore the building to its pre-damage state, using materials and strengths that existed prior to the damage. New structural members and connections used for this repair shall comply with the detailing provisions of the building code for new buildings of similar structure, purpose, and location.

3403.6.3 Referenced Standards.

Standard Referenced

Reference In Code

Number Title Section Number

ASCE 41-03 Seismic Evaluation of Existing Buildings 3403.6.1.1.1

TABLE 3403.6.1.1.2, 3403.6.1.1.3

ASCE 41-06 Seismic Rehabilitation of Existing Buildings 3403.6.1.1.1, 3403.6.1.1.2

TABLE 3403.6.1.1.2, 3403.6.1.1.3

(Ord. 2019-12, 2008-13, 2008)

Chapter 16.15 STREAMLINED RESIDENTIAL ROOFTOP SOLAR ENERGY PERMIT

16.15.010 Intent and purpose.

The intent and purpose of this chapter is to adopt an expedited, streamlined solar permitting process that complies with the Solar Rights Act and AB 2188 (Chapter 521, Statutes 2014) to achieve timely and cost-effective installations of small residential rooftop solar energy systems. This chapter is designed to encourage the use of solar systems by removing unreasonable barriers, minimizing costs to property owners and the city, and expanding the ability of property owners to install solar energy systems. This chapter allows the city to achieve these goals while protecting the public health and safety. (Ord. 2015-09 § 1, 2015)

16.15.020 Applicability.

- A. This chapter applies to the permitting of all small residential rooftop solar energy systems in the city.
- B. Small residential rooftop solar energy systems legally established or permitted prior to the effective date of the ordinance codified in this chapter are not subject to the requirements of this chapter unless physical modifications or alterations are undertaken that materially change the size, type, or components of a small rooftop solar energy system in such a way as to require new permitting. Routine operation and maintenance of like-kind replacements shall not require a permit. (Ord. 2015-09 § 1, 2015)

16.15.030 Definitions.

“Association” means a nonprofit corporation or unincorporated association created for the purpose of managing a common interest development.

“Building division” means the building and safety division for the City of American Canyon.

“Building Official” means the Chief Building Official for the City of American Canyon.

“City” means the City of American Canyon.

“Common interest development” means any of the following:

1. A community apartment project.
2. A condominium project.
3. A planned development.
4. A stock cooperative.

“Electronic submittal” means the utilization of one or more of the following:

1. Email;
2. The Internet; or
3. Facsimile.

“Expedited permitting,” and “expedited review,” means the process outlined in Section 16.15.070 entitled “Expedited permit review and inspection requirements.”

A “feasible method to satisfactorily mitigate or avoid the specific, adverse impact” includes, but is not limited to, any cost-effective method, condition or mitigation imposed by the city on another similarly situated application in a prior successful application for a similar permit.

“Reasonable restrictions” on a solar energy system are those restrictions that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.

“Restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance” means:

1. For water heater systems or solar swimming pool heating systems: an amount exceeding ten percent of the cost of the system, but in no case more than one thousand dollars, or decreasing the efficiency of the solar energy system by an amount exceeding ten percent as originally specified and proposed.
2. For photovoltaic systems: an amount not to exceed one thousand dollars over the cost of the system as originally specified and proposed, or a decrease in system efficiency of an amount exceeding ten percent as originally specified and proposed.

“Small residential rooftop solar energy system” means all of the following:

1. A solar energy system that is not larger than ten kilowatts alternating current nameplate rating or thirty kilowatts thermal.
2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the City of American Canyon and all state of California health and safety standards.
3. A solar energy system that is installed on a single- or duplex-family dwelling.
4. A solar panel or module array that does not exceed the maximum legal building height as defined by the City of American Canyon.

“Solar energy system” means either of the following:

1. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating, space cooling, electric generation, or water heating.
2. Any structural design feature of a building whose primary purpose is to provide for the collection, storage, and distribution of solar energy for electricity generation, space heating, space cooling or water heating.

“Specific, adverse impact” means a significant, quantifiable, direct and unavoidable impact, based on objective, identified and written public health or safety standards, policies or conditions as they existed on the date the application was deemed complete. (Ord. 2015-09 § 1, 2015)

16.15.040 Solar energy system requirements.

A. All solar energy systems shall meet applicable health and safety standards and requirements imposed by the City and the State of California.

B. Solar energy systems for heating water in single-family residences and for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined by the California Plumbing and Mechanical Code.

C. Solar energy systems for producing electricity shall meet all applicable safety and performance standards established by the [California Electrical Code](#), the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability. (Ord. 2015-09 § 1, 2015)

16.15.050 Aesthetic installation.

Electrical metallic tubing (EMT) and other forms of conduit is not permitted in exposed exterior locations visible from the public right-of-way. Exposed conduit placed toward the rear of the house out of view of the public right-of-way shall be painted to match the color of the house. (Ord. 2015-09 § 1, 2015)

16.15.060 Duties of Community Development Department and Building Official.

A. All documents required for the submission of an expedited small residential rooftop solar energy system application shall be made available on the city's publicly accessible website.

B. Electronic submittal of the required permit application and documents via email, the city's website, or facsimile shall be made available to all small residential rooftop solar energy system permit applicants.

C. An applicant's electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature.

D. The building division shall adopt a standard plan and checklist of all requirements with which small residential rooftop solar energy systems shall comply to be eligible for expedited review.

E. The small residential rooftop solar system permit process, standard plans, and checklist shall substantially conform to the recommendations for expedited permitting, including the checklist and standard contained in the most current version of the *California Solar Permitting Guidebook* adopted by the Governor's Office of Planning and Research.

F. All fees prescribed for the permitting of small residential rooftop solar energy systems must comply with [Government Code](#) Sections 65850.55 and 66015 and [Health and Safety Code](#) Section 17951. (Ord. 2015-09 § 1, 2015)

16.15.070 Expedited permit review and inspection requirements.

A. The building division shall adopt an administrative, nondiscretionary review process to expedite the approval of small residential rooftop solar energy system applications within thirty days of adoption of this chapter. For an application for a small residential rooftop solar energy system that meets the requirements of the approved checklist and standard plan, the building division shall issue a building permit or other non-discretionary permit within three business days. The Building Official may require an applicant to apply for a use permit if the official finds, based on substantial evidence, that the solar energy system could have a specific, adverse impact upon the public health and safety.

B. Review of the application shall be limited to the Building Official’s review of whether the applicant meets local, state and federal health and safety requirements.

C. If a use permit is required, the Building Official may deny an application for the use permit if the official makes written findings based upon substantive evidence in the record that the proposed installation would have a specific, adverse impact upon public health or safety and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. Such findings shall include the basis for the rejection of the potential feasible alternative for preventing the adverse impact.

D. Any condition imposed on an application shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost. The city shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of [Civil Code](#) Section 714(d)(1)(A) and (B).

E. The city shall not condition the approval of an application on the approval of an association as defined in [Civil Code](#) Section 4080.

F. If an application for a small residential rooftop solar energy system is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permitting shall be sent to the applicant for resubmission.

G. Only one inspection shall be required and performed by the building division for small residential rooftop solar energy systems eligible for expedited review.

H. The inspection shall be done in a timely manner and should include consolidated inspections. An inspection will be scheduled within two business days of a request.

I. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized but need not conform to the requirements of this chapter. (Ord. 2015-09 § 1, 2015)

Chapter 16.16 CALIFORNIA ADMINISTRATIVE CODE – ADDED NEW CHAPTER

16.16.010 Title.

This chapter shall be cited as the “[California Administrative Code](#)” of the City of American Canyon and any reference in the city municipal code or any chapter thereof to the [California Administrative Code](#), refers and applies to this chapter.

16.16.020 Code adoption.

The City of American Canyon does hereby adopt all those certain documents marked and designated, as “[California Administrative Code](#), 2022 Edition,” published by the International Code Council and copyrighted by the California Building Standards Commission. The documents identified in this section are adopted in their entirety. A copy of the adopted [California Administrative Code](#) shall be kept on file in the office of the Building Official for use and examination by members of the public.

Chapter 16.17 CALIFORNIA REFERENCE STANDARDS CODE – ADDED NEW CHAPTER

16.17.010 Title.

This chapter shall be cited as the “[California Reference Standards Code](#)” of the City of American Canyon and any reference in the city municipal code or any chapter thereof to the [California Reference Standards Code](#), refers and applies to this chapter.

16.17.020 Code adoption.

The City of American Canyon does hereby adopt all those certain documents marked and designated, as “California Reference Standards Code, 2022 Edition,” published by the International Code Council and copyrighted by the California Building Standards Commission. The documents identified in this section are adopted in their entirety. A copy of the adopted California Reference Standards Code shall be kept on file in the office of the Building Official for use and examination by members of the public.

Chapter 16.18 INTERNATIONAL PROPERTY MAINTENANCE CODE – ADDED NEW CHAPTER

16.18.010 Title.

This chapter shall be cited as the “International Property Maintenance Code” of the City of American Canyon and any reference in the city municipal code or any chapter thereof to the International Property Maintenance Code, refers and applies to this chapter.

16.18.020 Code adoption.

The City of American Canyon does hereby adopt all those certain documents marked and designated, as “International Property Maintenance Code, 2021 Edition,” published by the International Code Council and copyrighted by the International Code Council. The documents identified in this section are adopted in their entirety. A copy of the adopted International Property Maintenance Code shall be kept on file in the office of the Building Official for use and examination by members of the public.

EXHIBIT B

16.02.040 Findings and determination.

As permitted in **Health and Safety Code** Section 17958.7, the City of American Canyon finds and determines the local amendments to 2022 **California Building Code** are either administrative in nature or reasonably necessary to protect the health, safety and general welfare of the public due to local climatic, geological or topographical conditions. Those findings are as follows:

Express Finding Number 1: Climatic. The city is located in a climatic zone with precipitation ranging from fifteen to twenty-six inches per year. Ninety-five percent of precipitation falls during the months of November through April, leaving a dry period of approximately six months each year. Relative humidity remains moderate most of the time. High temperatures in the summer average in the mid-eighty degrees Fahrenheit and in the winter in the mid-fifty degrees Fahrenheit. Prevailing winds in the area are common with gusts up to thirty-five miles per hour. These climatic conditions, along with our topography, necessitate a greater requirement for fire-sprinklers in residential construction, a minimum Class A roof covering and adequate spark arrestors.

Express Finding Number 2: Geological. The city is located in Seismic Design Category D, which is indicative of high seismic vulnerability. The West Napa fault is documented to be present in our city. The area includes various soil conditions and areas with significant movement potential. Buildings and other structures in Seismic Design Category D can experience major seismic damage. These geological conditions necessitate the prohibition of gypsum as a lateral-resisting building element, and the restriction of Portland cement plaster as a lateral-resisting building element to one story structures of R-3 and U-1 occupancies.

Express Finding Number 3: Topographical. Areas of highly combustible dry grasses, weeds, brush and trees adjacent to structures are common throughout the city. Above ground electrical power transmission lines are suspended through trees and above large areas of dry vegetation. The arrangement of man-made features around many buildings greatly limits any approach to all but one side of a building. The area immediately adjacent to the eastern border of the city has been classified as high and very high fire severity zones under the Fire and Resource Assessment Program of the California Department of Forestry and Fire Protection. These topographical conditions, along with our climate, necessitate a greater requirement for fire-sprinklers in residential construction, a minimum Class A roof covering and adequate spark arrestors. (Ord. 2019-12 § 2016-12 § 2, 2016)



TITLE

Water Conservation Plan Municipal Code Update First Reading

RECOMMENDATION

Waive first reading, read by title only, and adopt an Ordinance of the City Council of the City of American Canyon to repeal and replace Chapter 13.14.01 through 13.14.140 of the American Canyon Municipal Code.

CONTACT

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

BACKGROUND & ANALYSIS

In response to the severe drought of 2012-2016, new legislation in 2018 created a Water Shortage Contingency Plan (WSCP) mandate replacing the water shortage contingency analysis under former law. The new requirements are more prescriptive to have consistency throughout California. The City Municipal Code Water Conservation Plan Chapter 13.14 (Attachment 1) serves as the City's WSCP and may be amended as needed without amending the 2020 Urban Water Master Plan (UWMP). Redlines to the Water Conservation Plan Ordinance (Attachment 2) meet new requirements to the new legislation in 2018. The plan is for City Council to adopt the Ordinance on November 15, 2022.

The City's WSCP details the stages of actions to be taken during a reduction in available water supply. These actions are broken up based upon six possible stages of water shortage. Reductions in supply are most frequently associated with drought, but could also be the result of flooding, major fire emergencies, earthquakes, regional power outages, water contamination, and any other situations that could impact the City's water supply.

The goal of a WSCP is to have a procedure for managing and mitigating shortages allowing the city to respond in an efficient and timely manner. Water shortage response actions include demand reduction, supply augmentation, operational changes, and mandatory prohibitions to address shortage levels. The stages of action in response to water supply shortages, including greater than 50 percent reduction in water supply are summarized in table 8-1 of the 2020 UWMP water shortage contingency plan levels (Attachment 3).

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

There is no fiscal impact to the Municipal Code Water Conservation Plan Update.

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. [Ordinance Repeal and Replacing Water Conservation Plan Chapter 13.14](#)
2. [Redlines - Ordinance Water Conservation Plan](#)
3. [Table 8-1 Water Shortage Contingency Plan Levels.](#)

ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON REPEAL AND REPLACE CHAPTER 13.14.01 THROUGH 13.14.140 OF THE AMERICAN CANYON MUNICIPAL CODE

WHEREAS, the Water Code section 10632 et seq. and California Urban Water Management Planning Act, Water Code section 10610 et seq. mandates that every urban water supplier, prepare and adopt a Water Shortage Contingency Plan meeting the requirements of the code; and

WHEREAS, the City of American Canyon is an urban water supplier for the purposes of the code, and approved and adopted its most recent City Water Conservation Plan in May 2015; and

WHEREAS, the City, in accordance with applicable law including requirements of the Code has prepared its Water Conservation Plan and has undertaken certain agency coordination, public notice, public involvement and outreach, public comment, and other procedures in relation to its Water Conservation Plan; and

WHEREAS, the City has prepared its Water Conservation Plan with its own staff, with the assistance of consulting professionals, and in cooperation with other governmental agencies and has utilized and relied upon industry standards and the expertise of industry professionals in preparing its Water Conservation Plan and has utilized and relied upon the Department of Water Resources *2020 Urban Water Management Plans Guidebook for Urban Water Suppliers* (March 2021); and

WHEREAS, in accordance with applicable law, including Water Code sections 10632, and Government Code section 6066, the City made its Water Conservation Plan available for public inspection, and caused to be published within the jurisdiction of the City at least two notices of public hearing regarding the City's Water Conservation Plan, which publication dates included March 23, 2022 and April 6, 2022; and

WHEREAS, pursuant to the public hearing on the Water Conservation Plan the City encouraged the active involvement of diverse social, cultural, and economic elements of the population within the City's service area with regard to the preparation and adoption of the Water Conservation Plan, encouraged input by members of the public and any other interested party regarding all aspects of the Water Conservation Plan, encouraged community input regarding the City's plan for complying with the Water Conservation Act of 2009, considered the economic impacts of complying with the Water Conservation Act of 2009; and

WHEREAS, the City Council has reviewed and considered the purposes and requirements of the Urban Water Management Planning Act, Water Code section 10632 et seq, and the Water Conservation Act of 2009, the contents of the Water Conservation Plan, the documentation contained in the administrative record in support of the Water Conservation Plan, and all public and agency input received with regard

to the Water Conservation Plan, and has determined that the factual analyses and conclusions set forth in the Water Conservation Plan are supported by substantial evidence.

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

SECTION 1: Repeal and Replace Chapters 13.14.01 through 13.14.140 of the City of American Canyon Municipal Code.

- CHAPTER 13.14.010 TITLE
- CHAPTER 13.14.020 PURPOSE AND INTENT
- CHAPTER 13.14.030 DEFINITIONS
- CHAPTER 13.14.060 WATER WASTE PROHIBITIONS
- CHAPTER 13.14.070 WATER CONSERVATION STAGES
- CHAPTER 13.14.080 MANDATORY CONSERVATION PHASE IMPLEMENTATION

AMENDING CHAPTERS 13.14.01 THROUGH 13.14.140 OF THE CITY OF AMERICAN CANYON MUNICIPAL CODE; and all other ordinances of parts of ordinances in conflict herewith are repealed as set forth in Exhibit A, attached herein and incorporated by reference.

SECTION 2: Amend the following Chapters: 13.14.010 TITLE; 13.14.020 PURPOSE AND INTENT; 13.14.030 DEFINITIONS; 13.14.060 WATER WASTE PROHIBITIONS; 13.14.070 WATER CONSERVATION STAGES; 13.14.080 MANDATORY CONSERVATION PHASE IMPLEMENTATION.

SECTION 3: No Change to the following Chapters: 13.14.040 AUTHORIZATION; 13.14.050 APPLICATION; 13.14.065 RECYCLED WATER SERVICE REQUIRED; 13.14.090 DURATION OF CONSERVATION STAGES; 13.14.100 DROUGHT SURCHARGE; 13.14.110 EXCEPTIONS AND APPLICATION PROCEDURES FOR EXCEPTIONS; 13.14.120 VIOLATION—ENFORCEMENT; 13.14.130 VIOLATION—PENALTIES; 13.14.140 VIOLATION—ADDITIONAL REMEDY.

SECTION 4: This ordinance shall take effect thirty (30) days after its passage. The effective date of this Ordinance shall be January 5, 2023.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of American Canyon, State of California, held on the 15th day of November, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

AYES:
NOES:
ABSTAIN:

ABSENT:

Leon Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney

Exhibit A Chapter 13.14 Water Conservation Plan Codes

EXHIBIT A

Title 13 WATER SERVICE SYSTEM

Chapter 13.14 WATER CONSERVATION PLAN

Chapters

13.14.010 TITLE

13.14.020 PURPOSE AND INTENT

13.14.030 DEFINITIONS

13.14.040 AUTHORIZATION

13.14.050 APPLICATION

13.14.060 WATER WASTE PROHIBITIONS

13.14.065 RECYCLED WATER SERVICE REQUIRED

13.14.070 WATER CONSERVATION STAGES

13.14.080 MANDATORY CONSERVATION PHASE IMPLEMENTATION

13.14.090 DURATION OF CONSERVATION STAGES

13.14.100 DROUGHT SURCHARGE

13.14.110 EXCEPTIONS AND APPLICATION PROCEDURES FOR EXCEPTIONS

13.14.120 VIOLATION—ENFORCEMENT

13.14.130 VIOLATION—PENALTIES

13.14.140 VIOLATION—ADDITIONAL REMEDY

Chapter 13.14 WATER CONSERVATION PLAN

13.14.010 Title.

This chapter shall be known as the “Water Conservation Plan” of the city of American Canyon and may be so cited. This chapter serves as the city’s water shortage contingency plan. (Ord. 2015-07 § 2, 2015)

13.14.020 Purpose and intent.

The purpose of this chapter is to have a plan for water conservation resulting from a reduced supply of water such as may result from drought, water supply shortages, or limitations of water delivery conditions.

Nothing in this chapter will preclude the city council from passing an emergency resolution for the immediate curtailment of water use by its customers due to water supply shortages and delivery limitations caused by catastrophic events and conditions, either natural or unnatural.

In the event any provision of this chapter conflicts or overlaps with any mandatory state regulation related to water conservation, the most stringent shall apply. (Ord. 2015-07 § 2, 2015)

13.14.030 Definitions.

The terms used in this chapter shall have the following meanings:

“City” means the city of American Canyon acting by and through the city of American Canyon public works department as operator of the city of American Canyon water and recycled water systems.

“Customer” means any person, firm, partnership, association, corporation, company, organization, property, or governmental entity, whether within or outside the geographic boundaries of the city of American Canyon, who uses water supplied by the city.

“Essential water use” means water necessary for human consumption, sanitation, and fire protection. All other uses of water that are not specifically required to meet these needs shall be considered non-essential.

“GPD” means gallons per day.

“Low-flow toilet” means a toilet that uses no more than 1.6 gallons of water per flush or less.

“Manager” is the city manager of the city of American Canyon.

“Nonresidential uses” means all other uses not classified as residential pursuant to ACMC 19.05.040.

“Ornamental (or decorative)” means a water feature where artificially supplied open water performs solely an aesthetic function. Ornamental (or decorative) water features do not include recreational water features, such as swimming pools and spas.

“Maintenance and Utilities Director” is the public works department head of the city of American Canyon.

“Recycled water” means water treated in accordance with Title 22, Section 60301 et seq., of the California Code of Regulations and suitable for reuse under the circumstances outlined.

“Residential uses” means all those uses classified as residential pursuant to ACMC 19.05.040.

“Turf” means a species of grass that was developed to be used as a lawn together with the surface layer of earth held together by its roots.

“Water” means potable water. (Ord. 2015-07 § 2, 2015)

13.14.040 Authorization.

The manager or designee is authorized and directed to implement the applicable provisions of this chapter upon adoption of a city council resolution determining that such implementation is necessary to protect the public health, safety and welfare. (Ord. 2015-07 § 2, 2015)

13.14.050 Application

The provisions of this chapter shall apply to all persons, customers and properties served by the city including expressly those outside the geographic boundaries of the city of American Canyon. (Ord. 2015-07 § 2, 2015)

13.14.060 Water waste prohibitions.

The following uses of water are defined as “waste of water” and are absolutely prohibited:

- A. Failing to repair a leak and/or otherwise permit the escape of water through breaks or leaks within the customer’s plumbing or private distribution system for any substantial period of time

within which such break or leak should reasonably have been discovered and corrected. It shall be presumed that a period of seventy-two hours after the customer discovers such a break or leak or receives notice from the city, is a reasonable time within which to correct such a break or leak or, at a minimum, to stop the flow of water from such break or leak.

- B. Use water to irrigate grass, lawns, groundcover, shrubbery, crops, trees or other vegetation or in such a manner as to result in runoff to any gutter, ditch, drain or impermeable surface. Every customer is deemed to have his or her water system under control at all times, to know the manner and extent of his or her water use and any run-off, and to employ available alternatives to apply irrigation water in an efficient manner.
- C. Washing cars, boats, trailers or other vehicles and machinery directly with a hose not equipped with a shutoff nozzle.
- D. Water for non-recycling decorative water fountains.
- E. Water for single-pass evaporative cooling systems for air conditioning in all connections installed after the effective date of the ordinance codified in this chapter, unless required for health or safety reasons.
- F. Water for non-recirculating conveyor car wash systems, industrial clothes wash systems, and/or other commercial purposes for which recirculated or recycled water can safely and effectively serve the same purpose.
- G. Water for the irrigation of turf for nonresidential uses.
- H. Water for the flushing of toilets for nonresidential uses with the exception of water for flushing low-flow toilets and/or as provided by Section 13.14.110.
- I. The use of water for earth compaction, dust control, or other construction use, including the testing of new sewer lines unless the water is obtained from a source expressly approved by the Maintenance and Utilities Director; provided, however, notwithstanding the foregoing, that water may be used for purposes of testing new water service lines.
- J. Withdrawal of water from fire hydrants within the service area of the city, except for purposes of fire-fighting, water system maintenance, and other uses as permitted by the city.
- K. All restaurants, hotels, cafés, cafeterias, bars, or other public places where food or drink are served and/or purchased are to serve water to customers only when specifically requested by the customer.
- L. All hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guestroom using clear and easily understood language.
- M. The irrigation with water of landscapes outside of newly constructed homes and buildings in a manner inconsistent with Chapter 16.14.

N. Use of water that is inconsistent with state or federal regulations. (Ord. 2015-07 § 2, 2015)

13.14.065 Recycled water service required.

Following a public hearing, the city's nonresidential water customers whose properties may be served by recycled water shall connect their property to recycled water for those uses for which the use of potable domestic water would be deemed a waste or unreasonable use of water as specified in Division 7, Chapter 7, of the California Water Code (Section 13550 et seq.). Recycled water customers shall pay for recycled water at the rate established by the city council.

Upon written notification from the city, new development shall construct the infrastructure to accept recycled water from the city. New development shall pay any applicable recycled water connection fees at the rate established by the city council.

Upon written notification from the city, new development abutting on any street in which there is now or may in the future be located a public recycled water line, is required to connect the property directly to the recycled water line, provided that the public recycled water line is within two hundred feet of the nearest point of the property. The expense to extend the public recycled water line and associated appurtenances to and across the street frontage is the sole responsibility of the developer.

Upon written notification from the city, new development abutting on any street in which there may be located a public recycled water line in the future is required to construct the recycled water line and associated appurtenances along the street frontage at the developer's sole expense, including the new development's connection thereto.

Failure of a water customer to accept service of recycled water when it is made available, where use of potable water would otherwise be deemed a waste or unreasonable use of water, may be grounds for termination of the customer's potable water service.

Failure of a recycled water customer to comply with the city's conditions for recycled water use shall be deemed a violation and shall be subject to enforcement as outlined in Section 13.14.120.

Water customers may appeal the city's determination that recycled water of suitable quality is available as outlined in Section 13.14.110. (Ord. 2015-07 § 2, 2015)

13.14.070 Water conservation stages.

The intent of this section is to provide for the escalation of customer demand management strategies that may be necessary due to an emergency caused by drought and/or water supply shortages. There are six stages of strategies, each of which builds upon its predecessor stage and are to be implemented as the severity of conditions increase. Stage 6 can be implemented at any time due to catastrophic events and conditions, either natural or unnatural, including flooding, major fire emergencies, earthquakes, regional power outages, water contamination, and emergencies other than water shortage. No customer of the city shall make, cause, use, or permit the use of water from the city for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this chapter, or in an amount in excess of what is permitted in accordance with the provisions of this chapter. The reductions shall be based upon the amount of water used during that base period defined as the amount of water used on a customer's property during the corresponding monthly billing period in the previous year, or other year as may be designated by the

city council. New services or services without a base year billing history shall be allotted on comparable customer usage.

- A. Stage 1. Voluntary Conservation. The intent of Stage 1 is to achieve an overall system-wide demand reduction of ten percent. The city council may by resolution declare a “Drought Emergency Stage 1 (Voluntary Conservation)” upon recommendation by the manager and based on water supply and delivery projections by the Maintenance and Utilities Director, that an overall system-wide reduction of ten percent is necessary. During Stage 1, all water customers of the city shall be requested to implement the following best practices:
 1. Apply irrigation water only during the evening and early morning hours to reduce evaporation losses.
 2. Utilize water conservation incentive, rebate and giveaway programs to replace water guzzling plumbing fixtures and appliances with water efficient models.
 3. Utilize city information regarding using water efficiently, reading water meters, repairing ordinary leaks, and water efficient landscape.
 4. Wash automobiles, trucks, trailers, boats, airplanes, and other types of mobile equipment during the evening and early morning hours to reduce evaporation losses. Such washing shall be done with a hand-held bucket, or hand-held hose equipped with a positive shutoff nozzle used for quick rinses.
 5. Reduce monthly demand by ten percent when compared to the same time period in the established base year.

- B. Stage 2. Mandatory Compliance—Water Alert. The intent of Stage 2 is to achieve an overall system-wide demand reduction of twenty percent. The city council may by resolution declare a “Drought Emergency Stage 2 (Mandatory Compliance—Water Alert)” upon recommendation by the manager and based on water supply and delivery projections by the Maintenance and Utilities Director, that an overall system-wide reduction of twenty percent is necessary. In addition to the mandatory twenty percent reduction for each water customer, and in addition to the requirements in Stage 1, the following activities shall be prohibited:
 1. Gardening and landscape irrigation utilizing individual sprinklers or sprinkler systems on lawns, gardens, landscaped areas, trees, shrubs, or other plants except as expressly provided for by resolution of the city council.
 2. The washing of automobiles, trucks, trailers, boats, airplanes, and other types of mobile equipment except as expressly allowed by the adoption of a resolution by city council.
 3. The washing of sidewalks, driveways, parking areas, tennis courts, patios, or other paved areas except as expressly allowed by the adoption of a resolution by city council.
 4. The irrigation of turf on street medians with water.
 5. The use of water to fill a new or existing swimming pool, spa, pond, or similar recreational basin of water.
 6. The operation of any ornamental fountain or other structure making similar or otherwise ornamental use of water outside.

- C. Stage 3. Mandatory Compliance—Water Emergency. The intent of Stage 3 is to achieve an overall system-wide demand reduction of thirty percent. The city council may, by resolution, declare a “Drought Emergency Stage 3 (Mandatory Compliance—Water Emergency)” upon recommendation by the manager and based on water supply and delivery projections by the Maintenance and Utilities Director, that an overall system-wide demand reduction of thirty percent is necessary. In addition to a mandatory reduction of thirty percent for each water customer, and in addition to the requirements in Stages 1 and 2, the following activities shall be prohibited:
1. Planting any new landscaping, except for native, drought tolerant species as defined by Chapter 16.22.
- D. Stage 4. Mandatory Compliance—Critical Water Emergency. The intent of Stage 4 is to achieve an overall system-wide demand reduction of forty percent. The city council may, by resolution, declare a “Drought Emergency Stage 4 (Mandatory Compliance—Critical Water Emergency)” upon recommendation by the manager and based on water supply and delivery projections by the Maintenance and Utilities Director, that an overall system-wide demand reduction of forty percent is necessary. In addition to the mandatory conservation goals for each water customer, and in addition to the requirements in Stages 1, 2, and 3, the following activities shall be prohibited:
1. Residential development unless the developer has submitted a complete building permit application to the City prior to the Stage 4 declaration. Building permit applications may proceed with a deferral of landscape installation, until the water shortage level has been lifted.
 2. Linen/towel exchanges more frequently than once every three nights or for the entire stay, whichever is shorter, except for health and safety.
- E. Stage 5. Mandatory Compliance—Severe Water Emergency. The intent of Stage 5 is to achieve an overall system-wide demand reduction of fifty percent. The city council may, by resolution, declare a “Drought Emergency Stage 5 (Mandatory Compliance—Severe Water Emergency)” upon recommendation by the manager and based on water supply and delivery projections by the Maintenance and Utilities Director, that an overall system-wide demand reduction of fifty percent is necessary. During Stage 5, mandatory water rationing will occur on a property by property basis. Regardless of water consumption in the prior or other base year, the city council may set water allocation amounts based on minimum health and safety standards. In addition to the mandatory conservation goals for each water customer, and in addition to the requirements in Stages 1, 2, 3 and 4, the following activities shall be prohibited:
1. The use of water outside of a home or business except as expressly provided for by resolution of the city council.
 2. Use of water in excess of the allocation to a property. (Ord. 2015-07 § 2, 2015)
- F. Stage 6. Mandatory Compliance—Catastrophic Interruption of Water Supplies. The intent of Stage 6 is to achieve an overall system-wide demand reduction of greater than fifty percent. The city council may, by resolution, declare a “Drought Emergency Stage 6 (Mandatory Compliance—Catastrophic Interruption of Water Supplies)” upon recommendation by the manager and based on water supply and delivery projections by the Maintenance and Utilities Director, that an

overall system-wide demand reduction of greater than fifty percent is necessary. In addition to the mandatory conservation goals for each water customer, and in addition to the requirements in Stages 1, 2, 3, 4, and 5, the following activities shall be prohibited:

1. Non-essential water use. Water use is restricted to essential water uses only.

13.14.080 Mandatory conservation phase implementation.

After the city council, by resolution, declares a Stage 1, 2, 3, 4, 5 or 6 Drought Emergency, the manager shall order that the appropriate stage of water conservation be implemented in accordance with the applicable provisions of this chapter. Said order shall be made by public announcement; shall be published a minimum of one time in a daily newspaper of general circulation. The city council shall receive a report at least monthly, noticed on a city council agenda, regarding the city's water supply situation as long as the drought conditions remain in effect. (Ord. 2015-07 § 2, 2015)

13.14.090 Duration of conservation stages.

Mandatory stages shall be effective upon the effective date of the ordinance codified in this chapter and may be implemented as authorized by city council resolution. Current conservation stages as authorized by city council will be modified at such time that conditions indicate a more or less restrictive stage is necessary. (Ord. 2015-07 § 2, 2015)

13.14.100 Drought surcharge.

Customers will receive prior notification of the standard allotment basis, applicable rates, and the opportunity to request exceptions to the standard allotment basis.

Water use beyond the maximum allowed for each water conservation stage shall be subject to a drought surcharge pursuant to the schedule set forth below. The customer of record may request an increase in this basic allotment as set forth in Section 13.14.110 hereof. Application forms and instructions will be available at the American Canyon City Hall.

In addition to the general water service rates, each customer shall pay, during each billing period, a drought surcharge for water delivered in excess of the basic allotment. The surcharge is as follows:

- A. Up to 10% in excess of allotment = 1.0 times the applicable volume charge.
- B. 10.01% to 20% in excess of allotment = 2.0 times the applicable volume charge.
- C. Over 20% in excess of allotment = 3.0 times the applicable volume charge.

Customers whose water usage falls in Tier 1 of the rate schedule are assumed to have maximized their conservation effort and will not be subject to a drought surcharge if their water consumption is not further reduced.

In addition to the drought surcharge, if drought usage exceeds the allowed allotment, a warning will be issued and enforcement actions may be taken as described in Section 13.14.120. (Ord. 2015-07 § 2, 2015)

13.14.110 Exceptions and application procedures for exceptions.

All water use associated with the operation and maintenance of fire suppression equipment or employed by the city for water quality flushing and sanitation purposes shall be exempt from the

provisions of this chapter. Use of water supplied by a private well or from a rain water utilization system is also exempt.

Any customer of the city may make written application for an exception to uses and activities prohibited by this chapter. Said application shall describe in detail why applicant believes an exception is justified.

- A. The manager may grant exceptions for use of water otherwise prohibited or required by this section upon finding and determining that failure to do so would cause an emergency condition affecting the health, sanitation, fire protection or safety of the applicant or public; or, cause an unnecessary and undue hardship on applicant or the public, including, but not limited to, adverse economic impacts, such as loss of production or jobs.
- B. In the event of an appeal of a drought surcharge, customers who can clearly demonstrate that they have taken steps to reduce their water consumption (by installing water efficient appliances, drip irrigation, drought tolerant landscaping, etc.) shall be considered favorably in granting waivers.
- C. No increase in the basic water allotment shall be granted unless the customer has installed all water-saving devices which are feasible. Water saving devices include: (1) ultra-low flush toilets utilizing 1.6 gallons per flush or less; (2) low-flow shower heads; (3) low-flow faucet restrictors utilizing two gallons per minute or less; (4) drip irrigation systems.
- D. The decision of the manager may be appealed to the city council by submitting a written appeal to the city clerk within fifteen calendar days of the date of the decision. Upon granting any appeal, the city council may impose any conditions it determines to be just and proper. Exceptions granted by the city council shall be prepared in writing and the city council may require the exception be recorded at applicant's expense. (Ord. 2015-07 § 2, 2015)

13.14.120 Violation—Enforcement.

The violation of each provision of this chapter, and each separate violation thereof, shall be deemed a separate offense, and shall be enforced accordingly.

- A. Any customer that violates any provision of this chapter shall, in addition to the imposition of the drought surcharge rates of Section 13.14.100 hereof, receive a personal contact by the city at the address of the water service. If personal contact is unsuccessful, written notice of the violation, including a date that the violation is to be corrected, may be left on the premises, with a copy of the notice sent by certified mail to the customer.
- B. If after issuance of the written warning, the manager determines that the customer has continued or is continuing to violate the provisions of this chapter, the manager may authorize and implement installation of a flow restricting device on the service line or reduce the amount of water available to the customer. Any costs incurred by the city to authorize and implement the flow restricting device or reduce the amount of water available to the customer shall be borne by the customer. The flow restricting device shall be removed and the prior water supply amount resumed no sooner than sixty days after the date of the installation of the flow restricting device or a reduction in water available, provided that no further violations have occurred within that time.

- C. If after implementation of a flow restricting device or reduction of water available to a customer, the customer continues to violate the provisions of the chapter, the city may disconnect the service to the customer for a period of three days. All costs or expenses incurred by the city for enforcement of this section shall be borne by the customer.
- D. The unauthorized use of water following a disconnection of service pursuant to subsection C above, or any other unauthorized use of water from a fire hydrant or other use bypassing an installed meter, shall be subject to an automatic fine of two thousand five hundred dollars for the first offense and five thousand dollars for the second offense. (Ord. 2015-07 § 2, 2015)

13.14.130 Violation—Penalties.

In addition to all other remedies provided herein, any person who violates any provision of this chapter after having received a written notice to refrain as provided in Section 13.14.120, is guilty of an infraction. The violation of each provision of this chapter and each separate violation thereof shall be deemed a separate offense and shall be punishable pursuant to Chapter 1.24. (Ord. 2015-07 § 2, 2015)

13.14.140 Violation—Additional remedy.

As an additional remedy, the violation of any provision of this chapter by any person who has received more than one written warning pursuant to Section 13.14.120 to refrain from the same or any other violation under this chapter in one calendar year shall be deemed and is declared to be, a public nuisance and may be subject to abatement in accordance with Chapter 8.04 of the city of American Canyon Municipal Code. (Ord. 2015-07 § 2, 2015)

Chapter 13.14 WATER CONSERVATION PLAN

13.14.010 Title.

This chapter shall be known as the “Water Conservation Plan” of the city of American Canyon and may be so cited. This chapter serves as the city’s water shortage contingency plan. (Ord. 2015-07 § 2, 2015)

13.14.020 Purpose and intent.

The purpose of this chapter is to have a plan for water conservation resulting from a reduced supply of water such as may result from drought, water supply shortages, or limitations of water delivery conditions.

Nothing in this chapter will preclude the city council from passing an emergency resolution for the immediate curtailment of water use by its customers due to water supply shortages and delivery limitations caused by catastrophic events and conditions, either natural or unnatural.

In the event any provision of this chapter conflicts or overlaps with any mandatory state regulation related to water conservation, the most stringent shall apply. (Ord. 2015-07 § 2, 2015)

13.14.030 Definitions.

The terms used in this chapter shall have the following meanings:

“City” means the city of American Canyon acting by and through the city of American Canyon public works department as operator of the city of American Canyon water and recycled water systems.

“Customer” means any person, firm, partnership, association, corporation, company, organization, property, or governmental entity, whether within or outside the geographic boundaries of the city of American Canyon, who uses water supplied by the city.

“Essential water use” means water necessary for human consumption, sanitation, and fire protection. All other uses of water that are not specifically required to meet these needs shall be considered non-essential.

“GPD” means gallons per day.

“Low-flow toilet” means a toilet that uses no more than 1.6 gallons of water per flush or less.

“Manager” is the city manager of the city of American Canyon.

“Nonresidential uses” means all other uses not classified as residential pursuant to ACMC 19.05.040.

“Ornamental (or decorative)” means a water feature where artificially supplied open water performs solely an aesthetic function. Ornamental (or decorative) water features do not include recreational water features, such as swimming pools and spas.

“Maintenance and Utilities Director,” is the public works department head of the city of American Canyon.

Deleted: Public works director

“Recycled water” means water treated in accordance with Title 22, Section 60301 et seq., of the California Code of Regulations and suitable for reuse under the circumstances outlined.

“Residential uses” means all those uses classified as residential pursuant to APMC 19.05.040.

“Turf” means a species of grass that was developed to be used as a lawn together with the surface layer of earth held together by its roots.

“Water” means potable water. (Ord. 2015-07 § 2, 2015)

13.14.040 Authorization.

The manager or designee is authorized and directed to implement the applicable provisions of this chapter upon adoption of a city council resolution determining that such implementation is necessary to protect the public health, safety and welfare. (Ord. 2015-07 § 2, 2015)

13.14.050 Application.

The provisions of this chapter shall apply to all persons, customers and properties served by the city including expressly those outside the geographic boundaries of the city of American Canyon. (Ord. 2015-07 § 2, 2015)

13.14.060 Water waste prohibitions.

The following uses of water are defined as “waste of water” and are absolutely prohibited:

A. Failing to repair a leak and/or otherwise permit the escape of water through breaks or leaks within the customer’s plumbing or private distribution system for any substantial period of time within which such break or leak should reasonably have been discovered and corrected. It shall be presumed that a period of seventy-two hours after the customer discovers such a break or leak or receives notice from the city, is a reasonable time within which to correct such a break or leak or, at a minimum, to stop the flow of water from such break or leak.

B. Use water to irrigate grass, lawns, groundcover, shrubbery, crops, trees or other vegetation or in such a manner as to result in runoff to any gutter, ditch, drain or impermeable surface. Every customer is deemed to have his or her water system under control at all times, to know the manner and extent of his or her water use and any run-off, and to employ available alternatives to apply irrigation water in an efficient manner.

C. Washing cars, boats, trailers or other vehicles and machinery directly with a hose not equipped with a shutoff nozzle.

D. Water for non-recycling decorative water fountains.

E. Water for single-pass evaporative cooling systems for air conditioning in all connections installed after the effective date of the ordinance codified in this chapter, unless required for health or safety reasons.

F. Water for non-recirculating conveyor car wash systems, industrial clothes wash systems, and/or other commercial purposes for which recirculated or recycled water can safely and effectively serve the same purpose.

G. Water for the irrigation of turf for nonresidential uses.

H. Water for the flushing of toilets for nonresidential uses with the exception of water for flushing low-flow toilets and/or as provided by Section 13.14.110.

I. The use of water for earth compaction, dust control, or other construction use, including the testing of new sewer lines unless the water is obtained from a source expressly approved by the [Maintenance and Utilities Director](#); provided, however, notwithstanding the foregoing, that water may be used for purposes of testing new water service lines.

Deleted: public works director

J. Withdrawal of water from fire hydrants within the service area of the city, except for purposes of fire-fighting, water system maintenance, and other uses as permitted by the city.

K. All restaurants, hotels, cafés, cafeterias, bars, or other public places where food or drink are served and/or purchased are to serve water to customers only when specifically requested by the customer.

L. All hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guestroom using clear and easily understood language.

M. The irrigation with water of landscapes outside of newly constructed homes and buildings in a manner inconsistent with Chapter 16.14.

N. Use of water that is inconsistent with state or federal regulations. (Ord. 2015-07 § 2, 2015)
13.14.065 Recycled water service required.

Following a public hearing, the city's nonresidential water customers whose properties may be served by recycled water shall connect their property to recycled water for those uses for which the use of potable domestic water would be deemed a waste or unreasonable use of water as specified in Division 7, Chapter 7, of the California Water Code (Section 13550 et seq.). Recycled water customers shall pay for recycled water at the rate established by the city council.

Upon written notification from the city, new development shall construct the infrastructure to accept recycled water from the city. New development shall pay any applicable recycled water connection fees at the rate established by the city council.

Upon written notification from the city, new development abutting on any street in which there is now or may in the future be located a public recycled water line, is required to connect the property directly to the recycled water line, provided that the public recycled water line is within two hundred feet of the nearest point of the property. The expense to extend the public recycled water line and associated appurtenances to and across the street frontage is the sole responsibility of the developer.

Upon written notification from the city, new development abutting on any street in which there may be located a public recycled water line in the future is required to construct the recycled water line and associated appurtenances along the street frontage at the developer's sole expense, including the new development's connection thereto.

Failure of a water customer to accept service of recycled water when it is made available, where use of potable water would otherwise be deemed a waste or unreasonable use of water, may be grounds for termination of the customer's potable water service.

Failure of a recycled water customer to comply with the city's conditions for recycled water use shall be deemed a violation and shall be subject to enforcement as outlined in Section 13.14.120.

Water customers may appeal the city's determination that recycled water of suitable quality is available as outlined in Section 13.14.110. (Ord. 2015-07 § 2, 2015)

13.14.070 Water conservation stages.

The intent of this section is to provide for the escalation of customer demand management strategies that may be necessary due to an emergency caused by drought and/or water supply shortages. There are six stages of strategies, each of which builds upon its predecessor stage and are to be implemented as the severity of conditions increase. Stage 6 can be implemented at any time due to catastrophic events and conditions, either natural or unnatural, including flooding, major fire emergencies, earthquakes, regional power outages, water contamination, and emergencies other than water shortage. No customer of the city shall make, cause, use, or permit the use of water from the city for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this chapter, or in an amount in excess of what is permitted in accordance with the provisions of this chapter. The reductions shall be based upon the amount of water used during that base period defined as the amount of water used on a customer's property during the corresponding monthly billing period in the previous year, or other year as may be designated by the city council. New services or services without a base year billing history shall be allotted on comparable customer usage.

Deleted: four

A. Stage 1. Voluntary Conservation. The intent of Stage 1 is to achieve an overall system-wide demand reduction of ten percent. The city council may by resolution declare a "Drought Emergency Stage 1 (Voluntary Conservation)" upon recommendation by the manager and based on water supply and delivery projections by the Maintenance and Utilities Director, that an overall system-wide reduction of ten percent is necessary. During Stage 1, all water customers of the city shall be requested to implement the following best practices:

Deleted: public works director

1. Apply irrigation water only during the evening and early morning hours to reduce evaporation losses.
2. Utilize water conservation incentive, rebate and giveaway programs to replace water guzzling plumbing fixtures and appliances with water efficient models.
3. Utilize city information regarding using water efficiently, reading water meters, repairing ordinary leaks, and water efficient landscape.
4. Wash automobiles, trucks, trailers, boats, airplanes, and other types of mobile equipment during the evening and early morning hours to reduce evaporation losses. Such washing shall be done with a hand-held bucket, or hand-held hose equipped with a positive shutoff nozzle used for quick rinses.
5. Reduce monthly demand by ten percent when compared to the same time period in the established base year.

B. Stage 2. Mandatory Compliance—Water Alert. The intent of Stage 2 is to achieve an overall system-wide demand reduction of twenty percent. The city council may by resolution declare a “Drought Emergency Stage 2 (Mandatory Compliance—Water Alert)” upon recommendation by the manager and based on water supply and delivery projections by the [Maintenance and Utilities Director](#), that an overall system-wide reduction of twenty percent is necessary. In addition to the mandatory twenty percent reduction for each water customer, and in addition to the requirements in Stage 1, the following activities shall be prohibited:

Deleted: public works director

1. Gardening and landscape irrigation utilizing individual sprinklers or sprinkler systems on lawns, gardens, landscaped areas, trees, shrubs, or other plants except as expressly provided for by resolution of the city council.

2. The washing of automobiles, trucks, trailers, boats, airplanes, and other types of mobile equipment ~~except as expressly allowed by the adoption of a resolution by city council.~~

Deleted: is

3. The washing of sidewalks, driveways, parking areas, tennis courts, patios, or other paved areas except as expressly allowed by the adoption of a resolution by city council.

4. The irrigation of turf on street medians with water.

5. The use of water to fill a new ~~or existing~~ swimming pool, spa, pond, or similar recreational basin of water.

6. The operation of any ornamental fountain or other structure making similar or otherwise ornamental use of water outside.

C. Stage 3. Mandatory Compliance—Water Emergency. The intent of Stage 3 is to achieve an overall system-wide demand reduction of thirty percent. The city council may, by resolution, declare a “Drought Emergency Stage 3 (Mandatory Compliance—Water Emergency)” upon recommendation by the manager and based on water supply and delivery projections by the [Maintenance and Utilities Director](#), that an overall system-wide demand reduction of thirty percent is necessary. In addition to a mandatory reduction of thirty percent for each water customer, and in addition to the requirements in Stages 1 and 2, the following activities shall be prohibited:

Deleted: public works director

1. Planting any new landscaping, except for native, drought tolerant species as defined by Chapter 16.22.

~~D. Stage 4. Mandatory Compliance—Critical Water Emergency. The intent of Stage 4 is to achieve an overall system-wide demand reduction of forty percent. The city council may, by resolution, declare a “Drought Emergency Stage 4 (Mandatory Compliance—Critical Water Emergency)” upon recommendation by the manager and based on water supply and delivery projections by the [Maintenance and Utilities Director](#), that an overall system-wide demand reduction of forty percent is necessary. In addition to the mandatory conservation goals for each water customer, and in addition to the requirements in Stages 1, 2, and 3, the following activities shall be prohibited:~~

Deleted: E

~~1. Residential development unless the developer has submitted a complete building permit application to the City prior to the Stage 4 declaration. Building permit applications may proceed with a deferral of landscape installation, until the water shortage level has been lifted.~~

2. Linen/towel exchanges more frequently than once every three nights or for the entire stay, whichever is shorter, except for health and safety.

E. Stage 5. Mandatory Compliance—Severe Water Emergency. The intent of Stage 5 is to achieve an overall system-wide demand reduction of fifty percent. The city council may, by resolution, declare a “Drought Emergency Stage 5 (Mandatory Compliance—Severe Water Emergency)” upon recommendation by the manager and based on water supply and delivery projections by the [Maintenance and Utilities Director](#), that an overall system-wide demand reduction of fifty percent is necessary. During Stage 5, mandatory water rationing will occur on a property by property basis. Regardless of water consumption in the prior or other base year, the city council may set water allocation amounts based on minimum health and safety standards. In addition to the mandatory conservation goals for each water customer, and in addition to the requirements in Stages 1, 2, 3 and 4, the following activities shall be prohibited:

1. The use of water outside of a home or business except as expressly provided for by resolution of the city council.
2. Use of water in excess of the allocation to a property. (Ord. 2015-07 § 2, 2015)

F. Stage 6. Mandatory Compliance—Catastrophic Interruption of Water Supplies. The intent of Stage 6 is to achieve an overall system-wide demand reduction of greater than fifty percent. The city council may, by resolution, declare a “Drought Emergency Stage 6 (Mandatory Compliance—Catastrophic Interruption of Water Supplies)” upon recommendation by the manager and based on water supply and delivery projections by the [Maintenance and Utilities Director](#), that an overall system-wide demand reduction of greater than fifty percent is necessary. In addition to the mandatory conservation goals for each water customer, and in addition to the requirements in Stages 1, 2, 3, 4, and 5, the following activities shall be prohibited:

1. Non-essential water use. Water use is restricted to essential water uses only.

13.14.080 Mandatory conservation phase implementation.

After the city council, by resolution, declares a Stage 1, 2, 3, 4, 5 or 6 Drought Emergency, the manager shall order that the appropriate stage of water conservation be implemented in accordance with the applicable provisions of this chapter. Said order shall be made by public announcement; shall be published a minimum of one time in a daily newspaper of general circulation. The city council shall receive a report at least monthly, noticed on a city council agenda, regarding the city’s water supply situation as long as the drought conditions remain in effect. (Ord. 2015-07 § 2, 2015)

13.14.090 Duration of conservation stages.

Mandatory stages shall be effective upon the effective date of the ordinance codified in this chapter and may be implemented as authorized by city council resolution. Current conservation stages as authorized by city council will be modified at such time that conditions indicate a more or less restrictive stage is necessary. (Ord. 2015-07 § 2, 2015)

13.14.100 Drought surcharge.

- Deleted: D
- Deleted: 4
- Deleted: 4
- Deleted: 4
- Deleted: public works director
- Deleted: 4
- Deleted: 3

Deleted:

Deleted: 4

Customers will receive prior notification of the standard allotment basis, applicable rates, and the opportunity to request exceptions to the standard allotment basis.

Water use beyond the maximum allowed for each water conservation stage shall be subject to a drought surcharge pursuant to the schedule set forth below. The customer of record may request an increase in this basic allotment as set forth in Section 13.14.110 hereof. Application forms and instructions will be available at the American Canyon City Hall.

In addition to the general water service rates, each customer shall pay, during each billing period, a drought surcharge for water delivered in excess of the basic allotment. The surcharge is as follows:

- A. Up to 10% in excess of allotment = 1.0 times the applicable volume charge.
- B. 10.01% to 20% in excess of allotment = 2.0 times the applicable volume charge.
- C. Over 20% in excess of allotment = 3.0 times the applicable volume charge.

Customers whose water usage falls in Tier 1 of the rate schedule are assumed to have maximized their conservation effort and will not be subject to a drought surcharge if their water consumption is not further reduced.

In addition to the drought surcharge, if drought usage exceeds the allowed allotment, a warning will be issued and enforcement actions may be taken as described in Section 13.14.120. (Ord. 2015-07 § 2, 2015)

13.14.110 Exceptions and application procedures for exceptions.

All water use associated with the operation and maintenance of fire suppression equipment or employed by the city for water quality flushing and sanitation purposes shall be exempt from the provisions of this chapter. Use of water supplied by a private well or from a rain water utilization system is also exempt.

Any customer of the city may make written application for an exception to uses and activities prohibited by this chapter. Said application shall describe in detail why applicant believes an exception is justified.

A. The manager may grant exceptions for use of water otherwise prohibited or required by this section upon finding and determining that failure to do so would cause an emergency condition affecting the health, sanitation, fire protection or safety of the applicant or public; or, cause an unnecessary and undue hardship on applicant or the public, including, but not limited to, adverse economic impacts, such as loss of production or jobs.

B. In the event of an appeal of a drought surcharge, customers who can clearly demonstrate that they have taken steps to reduce their water consumption (by installing water efficient appliances, drip irrigation, drought tolerant landscaping, etc.) shall be considered favorably in granting waivers.

C. No increase in the basic water allotment shall be granted unless the customer has installed all water-saving devices which are feasible. Water saving devices include: (1) ultra-low flush toilets utilizing 1.6 gallons per flush or less; (2) low-flow shower heads; (3) low-flow faucet restrictors utilizing two gallons per minute or less; (4) drip irrigation systems.

D. The decision of the manager may be appealed to the city council by submitting a written appeal to the city clerk within fifteen calendar days of the date of the decision. Upon granting any appeal, the city council may impose any conditions it determines to be just and proper. Exceptions granted by the city council shall be prepared in writing and the city council may require the exception be recorded at applicant's expense. (Ord. 2015-07 § 2, 2015)

13.14.120 Violation—Enforcement.

The violation of each provision of this chapter, and each separate violation thereof, shall be deemed a separate offense, and shall be enforced accordingly.

A. Any customer that violates any provision of this chapter shall, in addition to the imposition of the drought surcharge rates of Section 13.14.100 hereof, receive a personal contact by the city at the address of the water service. If personal contact is unsuccessful, written notice of the violation, including a date that the violation is to be corrected, may be left on the premises, with a copy of the notice sent by certified mail to the customer.

B. If after issuance of the written warning, the manager determines that the customer has continued or is continuing to violate the provisions of this chapter, the manager may authorize and implement installation of a flow restricting device on the service line or reduce the amount of water available to the customer. Any costs incurred by the city to authorize and implement the flow restricting device or reduce the amount of water available to the customer shall be borne by the customer. The flow restricting device shall be removed and the prior water supply amount resumed no sooner than sixty days after the date of the installation of the flow restricting device or a reduction in water available, provided that no further violations have occurred within that time.

C. If after implementation of a flow restricting device or reduction of water available to a customer, the customer continues to violate the provisions of the chapter, the city may disconnect the service to the customer for a period of three days. All costs or expenses incurred by the city for enforcement of this section shall be borne by the customer.

D. The unauthorized use of water following a disconnection of service pursuant to subsection C above, or any other unauthorized use of water from a fire hydrant or other use bypassing an installed meter, shall be subject to an automatic fine of two thousand five hundred dollars for the first offense and five thousand dollars for the second offense. (Ord. 2015-07 § 2, 2015)

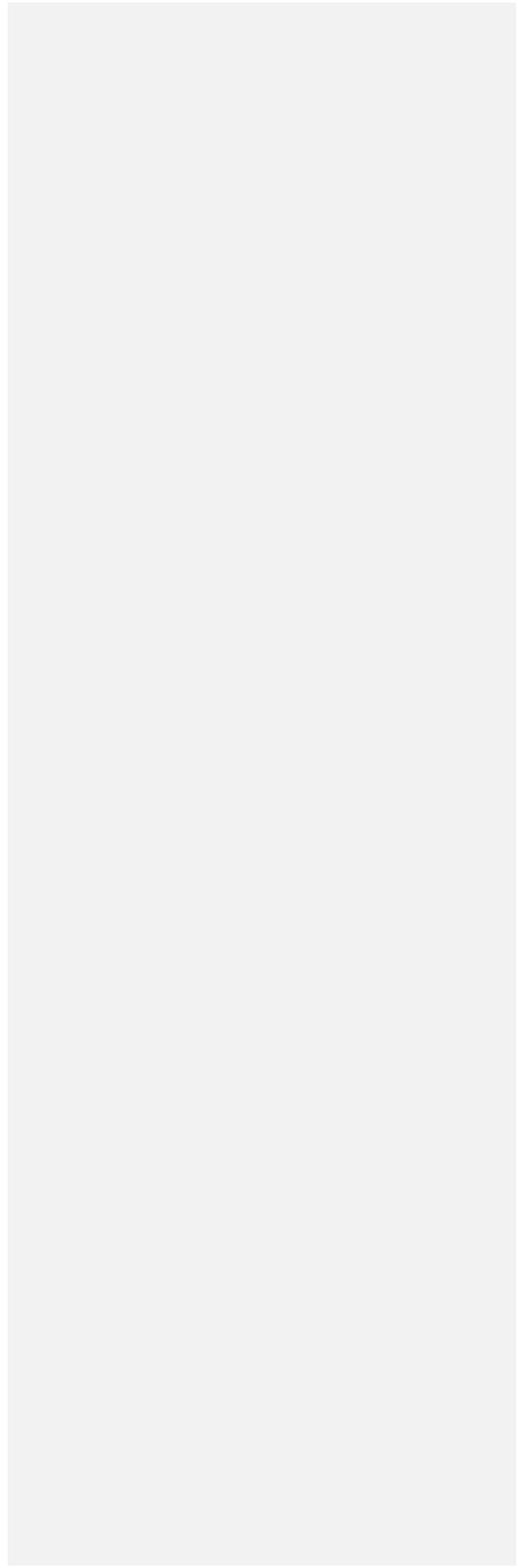
13.14.130 Violation—Penalties.

In addition to all other remedies provided herein, any person who violates any provision of this chapter after having received a written notice to refrain as provided in Section 13.14.120, is guilty of an infraction. The violation of each provision of this chapter and each separate violation thereof shall be deemed a separate offense and shall be punishable pursuant to Chapter 1.24. (Ord. 2015-07 § 2, 2015)

13.14.140 Violation—Additional remedy.

As an additional remedy, the violation of any provision of this chapter by any person who has received more than one written warning pursuant to Section 13.14.120 to refrain from the same or any other violation under this chapter in one calendar year shall be deemed and is declared to be, a public

nuisance and may be subject to abatement in accordance with Chapter 8.04 of the city of American Canyon Municipal Code. (Ord. 2015-07 § 2, 2015)



Submittal Table 8-1 Water Shortage Contingency Plan Levels		
Shortage Level	Percent Shortage Range	Shortage Response Actions <i>(Narrative description)</i>
1	Up to 10%	Voluntary Conservation
2	Up to 20%	Water Alert
3	Up to 30%	Water Emergency
4	Up to 40%	Critical Water Emergency
5	Up to 50%	Severe Water Emergency
6	>50%	Catastrophic Interruption of Water Supplies (1)

NOTES: (1) Major catastrophe or contamination of the water supply including flooding, major fire emergencies, earthquakes, regional power outages, water contamination, and emergencies other than water shortage.



TITLE

106 Wilson Way - Special Assessment Lien

RECOMMENDATION

Adopt a Resolution of the City Council of the City of American Canyon confirming the report of proceedings and accounting for the costs incurred in abating the public nuisance located at 106 Wilson Way and notice of ordering the imposition of a Special Assessment Lien.

CONTACT

William D. Ross, City Attorney

BACKGROUND & ANALYSIS

On or about April 9, 2021, a fire partially burned the single-family residence located at 106 Wilson Way, in American Canyon, CA, 94503 (the "Property"). During their response firefighters observed excessive amounts of trash and debris in and around the house making it a greater fire hazard as well as more difficult to extinguish the fire. City Staff had received multiple complaints prior to the fire regarding the condition of the Property. City Staff issued multiple notices of violation for numerous health and nuisance violations.

In October 2021 and February 2022, the property, by and through Property Owner's insurance carrier, was partially abated by a private contractor. Since February 2022 health and nuisance violations continued and worsened on the Property. Due to the continuing and progressively more severe violations, on July 28, 2022, the City Attorney filed an *Ex-Parte* Application for Inspection Warrant and Abatement Order with the Napa County Superior Court. Finding cause to issue, the Court granted and issued the Inspection Warrant and Abatement Order on July 29, 2022. City Staff began the process of inspecting the property and preparing to abate the public nuisance on the Property. An independent contractor was hired to perform the hazardous abatement of both the property and the abandoned, wrecked, or inoperable vehicles. Due to the extent of the public nuisance the work was not completed until September 27, 2022.

Chapter 9.04 *et seq.* and 10.36 *et seq.* of the American Canyon Municipal Code outlines the process for City-led abatement of property and vehicles. The Code requires an itemized report by the City Manager to be filed with the City Council. Following the filing of the report and confirmation by Council, the City Clerk will deliver the Resolutions by certified mail to the Napa County Recorder's Office to establish special assessment liens for the cost of the abatement. The total cost of abating both the property and the vehicles through September 30, 2022, was \$181,016.50.

On November 2, 2022, the City Manager delegated the responsibility of drafting the itemized Report to the City Attorney.

By adopting the Resolution (Attachment 1) the City Council will authorize the City Clerk to process the filing of the Resolution to allow for a special assessment to be placed on the 106 Wilson Way property tax rolls for monies owed to the City for abatement.

The Resolution accounts for costs incurred by the City through September 31, 2022. Additional costs will be presented to the City Council for consideration at future City Council meetings. The City Manager's Report contains an itemized accounting of expenses incurred through September 30, 2022 (Attachments 2 and 7). The invoices reflecting the line items for the expenses incurred are attached as Exhibits 3-10.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

The City has been billed for expenses incurred for this abatement. Current bills include City Attorney fees, abatement contractor costs, and staff time costs through September 30, 2022. If the special assessment lien is confirmed by Council, the amount of \$181,016.50 can be a lien against the Property and eventually recovered and remitted to the City General Fund.

ENVIRONMENTAL REVIEW

Not a Project under CEQA Guidelines Section 15378.

ATTACHMENTS:

- [1. Resolution - 106 Wilson Way](#)
- [2. Itemized Accounting for Property Abatement](#)

3. CVE Invoice for Property Abatement
4. Delta One Security Invoice
5. Law Offices of William D. Ross Invoices
6. Personnel Costs Documentation
7. Itemized Accounting for Vehicle Abatement
8. CVE Invoice for Vehicle Abatement
9. Before-During Abatement Photographs
10. CVE Completion Report

RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON
CONFIRMING THE REPORT OF PROCEEDINGS AND ACCOUNTING FOR THE COSTS INCURRED IN
ABATING THE PUBLIC NUISANCE LOCATED AT 106 WILSON WAY AND NOTICE OF ORDERING THE
IMPOSITION OF A SPECIAL ASSESSMENT LIEN**

WHEREAS, the City has taken actions to abate a public nuisance located on the property described as 106 Wilson Way, American Canyon, California; and

WHEREAS, said property is listed as Assessor's Parcel No. 058-370-002 (the "Property"); and

WHEREAS, the Code Enforcement Officer has issued violation notices in accordance with Chapter 9.04 *et seq.* and 10.36 *et seq.* of the American Canyon Municipal Code for nuisance; and,

WHEREAS, pursuant to the referenced provisions of the Code, the City abated the public nuisance located on the Property by a Court Order.

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

SECTION 1. Approves the reports of Proceedings and Accounting of the cost in the total amount of \$181,016.50.

SECTION 2. That a special assessment lien in the amount of \$181,016.50 is hereby imposed upon the property described herein.

SECTION 3. That the City Clerk, or other designee, shall file a certified copy of this Resolution and the Property Reports with the Napa County Recorder's office.

SECTION 4. That the County Recorder is respectfully requested to record the notice of special assessment lien in the amount of \$181,016.50 against 106 Wilson Way.

SECTION 5. That after recordation, the City Clerk shall cause a certified copy of the city council's decision confirming the abatement costs to be filed with the Napa County auditor-controller. The auditor-controller is respectfully requested to add \$181,016.50 to the next regular tax bill levied against for 106 Wilson Way on the County Tax Roll opposite the parcel of land referred to, and that thereafter said amount shall be collected at the same time and in the same manner as ordinary municipal taxes.

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



PROCEEDINGS AND ACCOUNTING REPORT

PUBLIC NUISANCE PROPERTY ABATEMENT

- I. LOCATION/LEGAL:
- Assessor's Parcel Number: 058-370-002
Address: 106 Wilson Way
- II. OWNER OF RECORD: Lee Schmidt
- III. PROCEDURE:
- | | |
|---|-----------|
| a. Notice of Violation: | 7/1/2021 |
| b. Non-Compliance: | 7/22/2021 |
| c. Notice of Violation: | 9/21/2021 |
| d. Non-Compliance: | 10/5/2021 |
| e. Notice of Violation: | 2/2/2022 |
| f. Non-Compliance: | 2/7/2022 |
| g. <i>Ex-Parte</i> Application filed: | 7/28/2022 |
| h. Inspection Warrant/Abatement Order Issued: | 7/29/2022 |
| i. <i>Ex-Parte</i> Renewal Application filed: | 8/15/2022 |
| j. Inspection Warrant/Abatement Order Issued: | 8/17/2022 |
| k. <i>Ex-Parte</i> Extension Application filed: | 9/1/2022 |
| l. Inspection Warrant/Abatement Order Issued: | 9/2/2022 |
| m. <i>Ex-Parte</i> Extension Application filed: | 9/16/2022 |
| n. Inspection Warrant/Abatement Order Issued: | 9/16/2022 |
| o. Abatement Work Completion: | 9/27/2022 |
- IV. ACCOUNTING (through September 30, 2022):
- | | |
|--------------------|----------------------------|
| Property Abatement | \$109,630.00 |
| Security | \$21,937.50 |
| Attorneys Fees | \$ 8,605.00 (July) |
| | \$19,966.25 (Aug) |
| | \$19,011.25 (Sept) |
| Personnel Costs | \$ 1,866.52 (Tiffany Ford) |
| Total | \$ 181,016.52 |


William D. Ross, City Attorney



CENTRAL VALLEY ENVIRONMENTAL

North Bay: 135 Utility Court Suite A, Rohnert Park, CA 94928
San Diego: 7912 Armour Street, San Diego, CA 92111

Tax I.D.# 45-4398710

Invoice

BILL TO:
LEE SCHMIDT
4381 BROADWAY ST.
SUITE 201
AMERICAN CANYON, CA

INVOICE #: 1429
DATE: 09/21/2022
DUE DATE: 10/01/2022
TERMS: NET 10

PROJECT #	PROJ. MANAGER	JOBSITE ADDRESS	P.O. #	CLAIM #
30220345	JESUS VILLAREAL	106 WILSON WAY, AMERICAN CANYON, CA		

DESCRIPTION	ITEM PRICE	% COMPLETE (THIS PERIOD)	% COMPLETE (TOTAL)	RETAINAGE	AMOUNT DUE
DEBRIS & BIOHAZARD CLEANUP	\$91,421.00	100.00%	100.00%	\$0.00	\$91,421.00

TOTAL	\$91,421.00
PAYMENTS/CREDITS	\$0.00
BALANCE DUE	\$91,421.00

Thank you for allowing CVE to be part of your project!

Remit payments online, or by mail

Accounts Receivable
Phone: (559) 222-1122
Fax: (559) 222-1174
AR@cvecorp.com

By Mail:
Central Valley Environmental
Attn: Accounts Receivable – NB
4263 N. Selland Ave.
Fresno, CA 93722

Online: www.cvecorp.com/paymentsNB

A late fee of 1.5% will be added to the balance for every 30 days that the invoice remains unpaid



CENTRAL VALLEY ENVIRONMENTAL

Invoice

North Bay: 135 Utility Court Suite A, Rohnert Park, CA 94928
San Diego: 7912 Armour Street, San Diego, CA 92111

Tax I.D.# 45-4398710

BILL TO:
LEE SCHMIDT
4381 BROADWAY ST.
SUITE 201
AMERICAN CANYON, CA

INVOICE #: 1458
DATE: 09/22/2022
DUE DATE: 10/02/2022
TERMS: NET 10

PROJECT #	PROJ. MANAGER	JOBSITE ADDRESS	P.O. #	CLAIM #
30220345	JESUS VILLAREAL	106 WILSON WAY, AMERICAN CANYON, CA		

DESCRIPTION	ITEM PRICE	% COMPLETE (THIS PERIOD)	% COMPLETE (TOTAL)	RETAINAGE	AMOUNT DUE
CO #1	\$18,209.00	100.00%	100.00%	\$0.00	\$18,209.00

TOTAL	\$18,209.00
PAYMENTS/CREDITS	\$0.00
BALANCE DUE	\$18,209.00

Thank you for allowing CVE to be part of your project!

Remit payments online, or by mail

Accounts Receivable
Phone: (559) 222-1122
Fax: (559) 222-1174
AR@cvecorp.com

By Mail:
Central Valley Environmental
Attn: Accounts Receivable – NB
4263 N. Selland Ave.
Fresno, CA 93722

Online: www.cvecorp.com/paymentsNB

A late fee of 1.5% will be added to the balance for every 30 days that the invoice remains unpaid

Delta One Security, Inc.

P.O. Box 2849
Suisun City, CA 94585

Invoice

Date 10/6/2022

Invoice # 5416

Phone # 707-425-9346 accounting@delta1security.com
Fax # 707-425-8846

PAST DUE

Bill To
City of American Canyon 4381 Broadway St. Ste 201 American Canyon, CA 94503

Terms Net 15

Due Date 10/21/2022

P.O. #	
---------------	--

Description	Qty	Rate	Amount
September Invoice			
Site Location: 106 Wilson Way American Canyon, CA 94503			
1 Unarmed Security Officer w/ marked patrol vehicle 9/6/2022 from 0800-1600 and 1 from 1600-2400	16	45.00	720.00
1 Unarmed Security Officer w/ marked patrol vehicle 9/7/2022 from 2400-0800, 1 from 0800-1600 and 1 from 1600-2400	24	45.00	1,080.00
1 Unarmed Security Officer w/ marked patrol vehicle 9/8/2022 from 2400-0800, 1 from 0800-1600 and 1 from 1600-2400	24	45.00	1,080.00
1 Unarmed Security Officer w/ marked patrol vehicle 9/9/2022 from 2400-0800, 1 from 0800-1600 and 1 from 1600-2400	24	45.00	1,080.00
1 Unarmed Security Officer w/ marked patrol vehicle 9/10/2022 from 2400-0800, 1 from 0800-1600 and 1 from 1600-2400	24	45.00	1,080.00
1 Unarmed Security Officer w/ marked patrol vehicle 9/11/2022 from 2400-0800, 1 from 0800-1600 and 1 from 1600-2400	24	45.00	1,080.00
1 Unarmed Security Officer w/ marked patrol vehicle 9/12/2022 from 2400-0800, 1 from 0800-1600 and 1 from 1600-2400	24	45.00	1,080.00
1 Unarmed Security Officer w/ marked patrol vehicle 9/13/2022 from 2400-0800, 1 from 0800-1600 and 1 from 1600-2400	24	45.00	1,080.00
1 Unarmed Security Officer w/ marked patrol vehicle 9/14/2022 from 2400-0800, 1 from 0800-1600 and 1 from 1600-2400	24	45.00	1,080.00
1 Unarmed Security Officer w/ marked patrol vehicle 9/15/2022 from 2400-0800, 1 from 0800-1600 and 1 from 1600-2400	24	45.00	1,080.00
1 Unarmed Security Officer w/ marked patrol vehicle 9/16/2022 from 2400-0800, 1 from 0800-1600 and 1 from 1600-2400	24	45.00	1,080.00
1 Unarmed Security Officer w/ marked patrol vehicle 9/17/2022 from 2400-0800, 1 from 0800-1600 and 1 from 1600-2400	24	45.00	1,080.00

Payments/Credits

Current Invoice

Please make checks payable to: Delta One Security, Inc.

Account Balance Due

Delta One Security, Inc.

P.O. Box 2849
Suisun City, CA 94585

Invoice

Date 10/6/2022
Invoice # 5416

Phone # 707-425-9346 accounting@delta1security.com
Fax # 707-425-8846

PAST DUE

Bill To
City of American Canyon 4381 Broadway St. Ste 201 American Canyon, CA 94503

Terms Net 15

Due Date 10/21/2022

P.O. #	
---------------	--

Description	Qty	Rate	Amount
1 Unarmed Security Officer w/ marked patrol vehicle 9/18/2022 from 2400-0800, 1 from 0800-1600 and 1 from 1600-2400	24	45.00	1,080.00
1 Unarmed Security Officer w/ marked patrol vehicle 9/19/2022 from 2400-0800, 1 from 0800-1600 and 1 from 1600-2400	24	45.00	1,080.00
1 Unarmed Security Officer w/ marked patrol vehicle 9/20/2022 from 2400-0800, 1 from 0800-1600 and 1 from 1600-2400	24	45.00	1,080.00
1 Unarmed Security Officer w/ marked patrol vehicle 9/21/2022 from 2400-0800, 1 from 0800-1600 and 1 from 1600-2400	24	45.00	1,080.00
1 Unarmed Security Officer w/ marked patrol vehicle 9/22/2022 from 2400-0800, 1 from 0800-1600 and 1 from 1600-2400	24	45.00	1,080.00
1 Unarmed Security Officer w/ marked patrol vehicle 9/23/2022 from 2400-0800, 1 from 0800-1600 and 1 from 1600-2400	24	45.00	1,080.00
1 Unarmed Security Officer w/ marked patrol vehicle 9/24/2022 from 2400-0800, 1 from 0800-1600 and 1 from 1600-2400	24	45.00	1,080.00
1 Unarmed Security Officer w/ marked patrol vehicle 9/25/2022 from 2400-0800, 1 from 0800-1600 and 1 from 1600-2400	24	45.00	1,080.00
1 Unarmed Security Officer w/ marked patrol vehicle 9/26/2022 from 2400-0800 and 1 from 0800-1530	15.5	45.00	697.50

Payments/Credits \$0.00

Current Invoice \$21,937.50

Please make checks payable to: Delta One Security, Inc.

Account Balance Due \$21,937.50

Law Offices of William D. Ross

400 Lambert Avenue
Palo Alto, CA 94306
Phone: (650) 843-8080
Fax: (650) 843-8093
lawross.com

Invoice To:
City of American Canyon
4381 Broadway, Suite 201
American Canyon, CA 94503

Payable To:
400 Lambert Avenue
Palo Alto, CA 94306
Phone: (650) 843-8080
Fax: (650) 843-8093
lawross.com

INVOICE

Invoice # 10597
Date: 08/17/2022

Invoice Number	Total
10597	\$8,605.00
	Subtotal \$8,605.00
	Tax \$0.00
	Amount Due \$0.00

Law Offices of William D. Ross

400 Lambert Avenue
Palo Alto, CA 94306
Phone: (650) 843-8080
Fax: (650) 843-8093
lawross.com

INVOICE

Invoice # 10597
Date: 08/17/2022

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

199/6.92 106 Wilson Way

Date	Attorney	Notes	Quantity	Rate	Total
07/06/2022	CB	Review and revise Inspection/Abatement Warrant; legal research re Municipal and Civil Code procedures; confer with Mr. Hostetter re same; email to Mr. Ross re same	1.50	\$120.00	\$180.00
07/06/2022	KH	Confer with Mr. Ross re status of Inspection Warrant at 106 Wilson Way; confer with Ms. Bellardo re same; review and reform revisions	0.50	\$250.00	\$125.00
07/08/2022	CB	Review and revise Ms. Ford Declaration; research re Municipal Code Section 9.04 et seq. and Code of Civil Procedure 1822.50 et seq. and 731; confer with Mr. Hostetter multiple times	2.00	\$120.00	\$240.00
07/08/2022	KH	Confer with Mr. Ross re finalizing 106 Wilson Way Affidavit with respect to new facts; analyze and reform Ms. Ford Affidavit re same; confer with Ms. Bellardo re outstanding steps to finalize Warrant; transmit Ford Affidavit to Ms. Ford; review and analyze response communication by Ms. Ford re same	1.00	\$250.00	\$250.00
07/09/2022	CB	Review and revise documents for 106 Wilson Way Inspection Warrant and Abatement Order, including Ms. Ford's revised Affidavit, Ex Parte Application, Proposed Order, and Memorandum of Points and Authorities	1.50	\$120.00	\$180.00
07/10/2022	KH	Brief review and approval of proposed peer review changes to Ford Affidavit proposed by Ms. Bellardo	0.25	\$250.00	\$62.50
07/11/2022	CB	Review and revise 106 Wilson Way documents	0.50	\$120.00	\$60.00
07/11/2022	KH	Confer with Ms. Bellardo re finalization of 106 Wilson Way and remaining changes to the Inspection Warrant	0.25	\$250.00	\$62.50
07/12/2022	CB	Review and revise 106 Wilson Way Inspection Warrant and Abatement Order documents; confer with Mr. Hostetter multiple times re same	3.00	\$120.00	\$360.00
07/12/2022	KH	Confirm schedule for Ex Parte Hearings to hear	0.25	\$250.00	\$62.50

Inspection Warrant in 106 Wilson Way matter					
07/13/2022	CB	Contact Court re 106 Wilson Way Inspection Warrant Hearing date/time; review and revise Points and Authorities; research re Abatement Warrant/Order; confer with Mr. Hostetter multiple times re same	2.50	\$120.00	\$300.00
07/13/2022	KH	Review and reform Memorandum of Points and Authorities re 106 Wilson Way in preparation for filing Ex Parte Application re same; confer with Mr. Ross and Ms. Bellardo re same	0.75	\$250.00	\$187.50
07/14/2022	KH	Continue review and reform 106 Wilson Way re Points and Authorities in preparation for finalizing same	0.75	\$250.00	\$187.50
07/15/2022	KH	Review and reform Ex Parte Application for Inspection Warrant; confer with Ms. Bellardo re conformity to supporting documents in preparation for filing same	0.75	\$250.00	\$187.50
07/20/2022	KH	Further revision of Memorandum of Points and Authorities for consistency with Ex Parte Application and Mr. Ross Declaration; confer with Ms. Ford re revising of Affidavit	0.50	\$250.00	\$125.00
07/21/2022	KH	Review email from Ms. Ford re status of 106 Wilson Way Warrant Application; confer with Ms. Ford re same; review revisions to same by Ms. Bellardo; revise Ford Affidavit to support revised provisions in 106 Wilson Way Points and Authorities to support abatement and remove outdated violations and include newer violations	1.00	\$250.00	\$250.00
07/22/2022	CB	Confer with Mr. Ross, Mr. Hostetter and Mr. Schwarz re 106 Wilson Way; continue revision of 106 Wilson Way documentation (.50)	0.50	\$120.00	\$60.00
07/22/2022	WR	Confer with Mr. Schwarz and Mr. Hostetter re 106 Wilson Way	0.50	\$375.00	\$187.50
07/22/2022	KH	Confer with Ms. Ford re finalizing her Affidavit in support of Inspection Warrant; revise and reform same per Ms. Ford; revise Points and Authorities consistent with same; confer with Mr. Schwarz re same	1.50	\$250.00	\$375.00
07/23/2022	CB	Review 106 Wilson Way documentation and gather exhibits for filing	1.50	\$120.00	\$180.00
07/25/2022	CB	Finalize 106 Wilson Way Inspection Warrant and Abatement Order documents; confer with Mr. Ross and Mr. Hostetter multiple times re same; email with Ms. Ford re same; research Mr. Schmidt contact information; review Court docket multiple times after Hearing for executed Warrant	4.75	\$120.00	\$570.00
07/25/2022	WR	Confer with Ms. Tiffany Ford, Mr. Hostetter and Mr. Schmidt re Inspection Warrant and timing for access of property in association with Inspection Warrant	1.25	\$375.00	\$468.75

07/25/2022	KH	Confer with Mr. Ross and Ms. Bellardo re finalizing 106 Wilson Way Warrant Application packet, review, reform and revise all documents for filing; review for consistency and proper pleading form; confer with Ms. Bellardo re ensuring proper filing of same	3.25	\$250.00	\$812.50
07/25/2022	RK	Calendar Ex Parte Hearing for 106 Wilson Way (.25); help with compiling exhibits for Ex Parte documents; confer with Ms. Bellardo re same (.75)	1.00	\$120.00	\$120.00
07/26/2022	CB	Finalize 106 Wilson Way Inspection Warrant and Abatement Order documents; confer with Mr. Ross and Mr. Hostetter multiple times re same; email with Ms. Ford re same; contact Clerk re filings; file Inspection Warrant/Abatement Order; request personal service of documentation by Ms. Ford; draft Proof of Service; begin APS research	4.50	\$120.00	\$540.00
07/26/2022	KH	Oversee final review and filing of Application for Ex Parte Warrant for 106 Wilson Way; confer with Mr. Ross and Ms. Bellardo re filing regulations; direct personal service of documents to Mr. Schmidt; direct Proof of Service by Ms. Ford of same	1.50	\$250.00	\$375.00
07/28/2022	CB	Contact Clerk and Court re rejected 106 Wilson Way filing; confer with Mr. Hostetter re same; refile pleadings; email to Mr. Ross and Mr. Hostetter re same	0.75	\$120.00	\$90.00
07/28/2022	CB	Draft, revise, and review Inspection Warrant; research re same; confer with Mr. Ross and Mr. Hostetter re same; preparation of physical filing for Court	3.25	\$120.00	\$390.00
07/28/2022	WR	Review and revise Application for Inspection Warrant for 106 Wilson Way after conferring with Ms. Bellardo	1.00	\$375.00	\$375.00
07/29/2022	CB	Confer with Mr. Ross multiple times re Ex Parte Hearing; prepare documentation for Court; efile Warrant/Order; attempt to locate a Court reporter	1.75	\$120.00	\$210.00
07/29/2022	WR	Preparation for and attendance at Ex Parte Hearing re Inspection Warrant for 106 Wilson Way (2.00); confer with Ms. Ford re same (.25); return to Court to obtain Executed Order re same (.25); confer with Mr. Holley re same (.25)	2.75	\$375.00	\$1,031.25

Quantity Subtotal 46.75

Quantity Total 46.75

Subtotal \$8,605.00

Total \$8,605.00

Payment (10/04/2022) -\$8,605.00

Balance Owing \$0.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10707	10/13/2022	\$19,011.25	\$0.00	\$19,011.25

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10597	08/17/2022	\$8,605.00	\$8,605.00	\$0.00
Outstanding Balance				\$19,011.25
Total Amount Outstanding				\$19,011.25

Please make all amounts payable to: Law Offices of William D. Ross

Payment is due upon receipt.

Law Offices of William D. Ross

400 Lambert Avenue
Palo Alto, CA 94306
Phone: (650) 843-8080
Fax: (650) 843-8093
lawross.com

Invoice To:
City of American Canyon
4381 Broadway, Suite 201
American Canyon, CA 94503

Payable To:
400 Lambert Avenue
Palo Alto, CA 94306
Phone: (650) 843-8080
Fax: (650) 843-8093
lawross.com

INVOICE

Invoice # 10656
Date: 09/13/2022

Invoice Number	Total
10656	\$19,966.25
	Subtotal \$19,966.25
	Tax \$0.00
	Amount Due \$0.00

Law Offices of William D. Ross

400 Lambert Avenue
Palo Alto, CA 94306
Phone: (650) 843-8080
Fax: (650) 843-8093
lawross.com

INVOICE

Invoice # 10656
Date: 09/13/2022

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

199/6.92 106 Wilson Way

Services

Date	Attorney	Notes	Quantity	Rate	Total
08/01/2022	WR	Transmit Inspection Warrant for review by Staff	0.50	\$375.00	\$187.50
08/01/2022	KH	Review status re executed Inspection Warrant for City's immediate use in proceeding with inspection/abatement	0.25	\$250.00	\$62.50
08/02/2022	RK	Review and analysis of Doodle Poll for meeting re 106 Wilson Way; reply to same; confer with Mr. Ross re confirmation of availability; email and confer with Ms. Flathers re same; update the calendar with information for City Council Meeting; confer with Mr. Ross re same	0.50	\$120.00	\$60.00
08/02/2022	WR	Review conditions of property	0.50	\$375.00	\$187.50
08/03/2022	CB	Confer with HHS Department re Mr. Lee Schmidt; research follow up after conference; confer with Mr. Ross and Mr. Hostetter re same	1.00	\$120.00	\$120.00
08/03/2022	KH	Confer with Ms. Bellardo re options from HHS for a conservatorship and continued enforcement of Inspection Warrant in preparation for advice to client; analyze memorandum re options for conservatorship	0.50	\$250.00	\$125.00
08/03/2022	WR	Confer with Ms. Ford re inspection of 106 Wilson Way and next steps (.50); confer with Mr. Hostetter re same (.50); confer with Chief Greenberg re same (.25); meeting with Ms. Lan Nguyen re Development Application (1.00)	2.25	\$375.00	\$843.75
08/04/2022	KH	Confer with Mr. Ross re the potential of extension of Inspection Warrant in light of vehicles on property and the need for additional inspection and County's program for assisted living; confer with Ms. Bellardo re obtaining new Declaration from Ms. Ford for renewal of Inspection and Abatement Warrant	0.50	\$250.00	\$125.00
08/04/2022	WR	Review and revise Declaration of Assistant Chief	1.75	\$375.00	\$656.25

		Comisky with respect to continuing an enlarged problem onsite for Fire Code compliance (1.00); confer with Mr. Hostetter re same (.25); confer with Ms. Ford re verification of quantification of abandoned vehicles on property (.50);			
08/05/2022	KH	Review email from Mr. Comisky re external inspection of property for Fire Code violations; confer with Mr. Ross and Ms. Bellardo re integrating Declaration re renewal of Inspection Warrant	0.50	\$250.00	\$125.00
08/07/2022	CB	Draft Application, Affidavit, and Declaration re 106 Wilson Way Inspection Warrant extension; email same to Mr. Hostetter	1.50	\$120.00	\$180.00
08/07/2022	KH	Initial review of Comisky Affidavit for renewal of Inspection Warrant for further refinement	0.25	\$250.00	\$62.50
08/08/2022	CB	Review and revise extension of deadline Application, Declaration, and Affidavit re 106 Wilson Way	0.75	\$120.00	\$90.00
08/08/2022	KH	Review, analyze, and reform Affidavit for Extension/ Renewal of Inspection Warrant; confer with Mr. Ross and Ms. Bellardo re same; analyze Fire Code for potential additional violations	1.25	\$250.00	\$312.50
08/10/2022	CB	Research re vehicle abatement; confer with Mr. Hostetter multiple times; review and revise Affidavit to Renew Inspection Warrant; conference with Mr. Ross, Mr. Schwarz, Mr. Hostetter re strategy; draft Notice of Intent to Abate and Remove Abandoned Vehicle; email of same to Mr. Ross, Mr. Schwarz, Mr. Hostetter; request Abatement quotes; confer with three (3) abatement companies	3.50	\$120.00	\$420.00
08/10/2022	WR	Participation in 106 Wilson Way follow-up meeting	0.50	\$375.00	\$187.50
08/10/2022	KH	Confer with Ms. Bellardo re research re City procedures for abatement of vehicles; review and conduct own research; strategy conference call with Ms. Bellardo and Mr. Ross re abatement of vehicles; review and reform Notice of Intent to Abate in preparation for advice to client; additional strategy discussion re additional abatement procedures; review potential abatement companies and potential to use Police Department to abate vehicles; confer with Mr. Ross re same; reform Application for Renewal of Abatement Warrant	2.50	\$250.00	\$625.00
08/10/2022	WR	Instructions re cost for cleanup bid estimates (.25); confer with Mr. Hostetter re extension of Inspection Warrant and needed supporting evidence (.25); confer with Chief Greenberg re law enforcement jurisdiction for abandoned vehicles (.25)	0.75	\$375.00	\$281.25
08/11/2022	CB	Research Vehicle Abatement Procedure, general and vehicle abatement cost recovery; draft, review, revise	5.50	\$120.00	\$660.00

		and email on Vehicle Abatement Procedure and recovery of abatement costs to Mr. Ross, Mr. Hostetter, and Mr. Schwarz; review and revise Warrant renewal documents; confer with Mr. Hostetter multiple times			
08/11/2022	RK	Confer with Mr. Ross re obtaining Title Report for 106 Wilson Way, confer with Mr. Kevin Dornbush at First American Title re obtaining Title Report for 106 Wilson Way, emails re same; order Title Report	1.25	\$120.00	\$150.00
08/11/2022	KH	Review additional Abatement Procedures for expediting the abatement of 106 Wilson Way; review and analyze research re City Vehicle Abatement Procedures; confer with Ms. Bellardo re same; transmit same to Mr. Cooper; confer with Mr. Cooper re effectuating posting of vehicle notices on vehicles prior to Warrant expiring; confer with Mr. Ross re Title Report for 106 Wilson Way; direct obtaining of Title Report re same	1.75	\$250.00	\$437.50
08/12/2022	CB	Review and revise for Warrant renewal; confer with multiple abatement companies re availability and quotes; coordinate site visit with Mr. Hostetter; confer with Mr. Ross and Mr. Hostetter multiple times; begin drafting Nuisance Complaint; draft Remote Hearing Notice; contact Clerk and Court for follow up; set up Renewal Hearing	2.75	\$120.00	\$330.00
08/12/2022	KH	Review and reform renewal of abatement proceedings documents; confer 2x with Mr. Cooper re abatement companies' quotes and procedure when Ms. Ford is gone; confer with Mr. Ross re same; review email from Mr. Cooper re successful posting of notices on vehicles; confirm mailing of notices as well; review and reform Affidavit of Comisky in support of renewal of abatement; confer with Ms. Bellardo re same; review email from Mr. Comisky re same; draft email to Mr. Comisky re executed Affidavit; review and analyze executed Affidavit in preparation of filing same; confirm procedures for Zoom appearance; confer same with Ms. Bellardo	1.50	\$250.00	\$375.00
08/14/2022	CB	Draft Nuisance Complaint	1.00	\$120.00	\$120.00
08/15/2022	CB	Finalize all Warrant renewal documentation; confer with Mr. Ross and Mr. Hostetter multiple times; contact Court to verify Judicial Officer; file all Warrant renewal documents with the Court; draft Declaration of Non-Notice; confer with Mr. Hostetter re same file; file same with Court	5.00	\$120.00	\$600.00
08/15/2022	DS	Review Title Report re 106 Wilson Way and confer with Mr. Ross re strategy for nuisance abatement and Court Order re same	0.25	\$250.00	\$62.50
08/15/2022	KH	Draft Closed Session memorandum re status of 106 Wilson Way; confer with Mr. Ross re same; reform per Mr. Ross; direct and review research re law	3.00	\$250.00	\$750.00

		differentiating renewal and extension of Warrant; confer with Ms. Bellardo re same; review, analyze, and reform Application and supporting documents for Ex Parte Order renewing Warrant and Abatement Order; oversee filing of same; analyze research re timeline for Appeal of automobile abatement in preparation for advice to client; confer with Mr. Ross re same; review law re notice declaration for ex parte appearance for Warrant renewal; analyze and reform same; confer with Mr. Schwarz re City limits for expenditures on with respect to abatement costs in preparation for advice to client; analyze current expenditure delegations re same; review research on appointed Vehicle Abatement Officer in preparation for advice to client			
08/16/2022	CB	Confer with Mr. Hostetter multiple times re Ex Parte Hearing; draft and file Notice of Remote Appearance for Mr. Hostetter; confer with Mr. Ross re hearing; begin drafting first Warrant Return	2.75	\$120.00	\$330.00
08/16/2022	WR	Confer with Mr. Hostetter re Ex Parte Hearing (.25); confirm timing for Property clean up and necessity for further inspection to clarify content in view of Ms. Ford's findings (.25)	0.50	\$375.00	\$187.50
08/16/2022	RK	Review and analysis of Title Report received from First American Title; forward same to Mr. Ross and Mr. Hostetter for review	0.50	\$120.00	\$60.00
08/16/2022	KH	Prepare for and attend Ex Parte Hearing for renewal of Warrant; confer with Ms. Bellardo re same; confer with Mr. Ross re outcome of Warrant Hearing; revise Closed Session memorandum re same in preparation for advice to client; direct additional quotes for abatement including request from 188 abatement; review and analyze Title Report for 106 Wilson Way for potential clouds on title for liens; confer with Mr. Ross re same	2.50	\$250.00	\$625.00
08/17/2022	CB	Confer with Mr. Hostetter; continue to draft Warrant Return	0.25	\$120.00	\$30.00
08/18/2022	CB	Finalize 106 Wilson Way Warrant Return; email same to Mr. Hostetter; email with Mr. Ross and Mr. Hostetter re demand for public hearing	0.50	\$120.00	\$60.00
08/18/2022	KH	Confer with Ms. Bellardo re return needed for initial Inspection Warrant; review and reform and approve form Return; confer with Mr. Ross re same; review email to Ms. Geilfuss re review of mail for potential Appeals of Vehicle Abatement Notices; message to Ms. Geilfuss re same; confer with Mr. Ross re same	0.50	\$250.00	\$125.00
08/19/2022	KH	Direct obtaining of multiple bids for abatement; review proposal re same; review County animal control procedures re same; review email from Mr. Cooper re moving forward with abatement company; confer with Mr. Cooper re same and timeline for execution of	1.50	\$250.00	\$375.00

Warrant/Order; confer with Mr. Ross re same					
08/22/2022	CB	Finalize Warrant Return; confer with Mr. Hostetter multiple times re same; email Ms. Ford and Mr. Cooper re same; confer with abatement company about proposal; confer with Mr. Hostetter and Mr. Ross re same; draft and transmit email to Ms. Ford and Mr. Cooper re same and Project coordination; file Inspection Warrant Return with Court	3.50	\$120.00	\$420.00
08/22/2022	WR	Confirm content of return on initial Inspection Warrant (.25); confer with Mr. Hostetter re sequential remediation on site within contract authority of City Manager (.25); confer with Ms. Ford re continual inspection of property (.25); confirm timing with respect to abandoned vehicle removal (.25)	1.00	\$375.00	\$375.00
08/22/2022	KH	Confer with Mr. Ross and Ms. Bellardo re continued abatement efforts; draft status email to Ms. Ford re continuing to proceed with abatement under renewed Warrant; confer with Ms. Ford and Mr. Cooper re same; final review of approval and oversee the filing of Return on original Warrant; multiple calls with Ms. Ford and Mr. Cooper re arranging for abatement; confer with Mr. Ross re same; review Mr. Cooper's final changes to Return on Warrant; finalize same; draft email to Ms. Geilfuss reminding review of City desk to determine if an Appeal on vehicle abatement has been lodged	2.00	\$250.00	\$500.00
08/23/2022	CB	Confer with Mr. Hostetter multiple times; confer with abatement company re proposals; confer with Mr. Ross and Mr. Hostetter re proposals and Council direction; review and revise memorandum re same	2.00	\$120.00	\$240.00
08/23/2022	WR	Confer with Ms. Ojeda and Mr. Hostetter re further implementation of 106 Wilson Way cleanup; documentation for same (.50); confer with Ms. Ford re same and continued inspection of property (.25)	0.75	\$375.00	\$281.25
08/23/2022	KH	Confer with Ms. Ford and Mr. Cooper re abatement efforts; direct obtaining proposal for Central Valley Environmental (CVE) for abatement; analyze and research City limits for expenditures to pay for abatement; obtain and review new bid split into multiple proposals; review email approval from Mr. Holley; review email from Ms. Ojeda requesting confirmation of City Council approval for additional expenditures; strategy conference call with Mr. Ross and Mr. Schwarz re same; draft confirming memorandum to Ms. Ojeda re same; revise per Mr. Ross; finalize same and cause to be transmitted to Mr. Holley and Ms. Ojeda; confer with Ms. Ford and Mr. Cooper re same; confirm and reject other abatement company bid involvement as untimely	2.50	\$250.00	\$625.00
08/25/2022	WR	Confirm transmittal of Agreements for clean-up on August 29th and 30th after conferring with Ms. Ford	0.50	\$375.00	\$187.50

08/25/2022	KH	Continue to oversee abatement proceedings; confer with Ms. Ford and Mr. Cooper re same; confer with Mr. Ross re same; draft email directing Ms. Ford to proceed with executing Abatement Contract; review email from Ms. Ojeda questioning whether abatement proposal must be paid up front; or whether its an invoice; draft email to Ms. Ojeda re same; confer with Mr. Villereal re same	2.25	\$250.00	\$562.50
08/26/2022	CB	Confer with Mr. Ross and Mr. Hostetter multiple times; phone calls and text message to Ms. Jones re status of DocuSign proposal; standard form Agreement for contract for services; confer with Mr. Hostetter and Mr. Schwarz re same; transmittal to Ms. Ford and Chief Greenburg re deputy presence on site at time of clean up	1.00	\$120.00	\$120.00
08/26/2022	WR	Confirm approval and execution of CVE proposals for site clean up and radiation (.50); confirm schedule with Ms. Ford after confirming presence of police officer on site with Chief Greenberg (.50); confirm timing of vehicle abatement with Mr. Hostetter (.25)	1.25	\$375.00	\$468.75
08/26/2022	KH	Continue to oversee abatement proceedings; confer with Ms. Ford re execution of final Contract with abatement company; direct additional abatement company to be contacted to decline their services due to untimeliness; confirm abatement company is prepared to begin abatement on August 29, 2022; confer with Mr. Ross and Ms. Bellardo several times to effectuate same	2.00	\$250.00	\$500.00
08/29/2022	WR	Telephone calls with Ms. Ford and Mr. Holley re implementation of Order (.75); verification of no appeals filed on abandoned vehicles on site (.25)	1.00	\$375.00	\$375.00
08/29/2022	CB	Confer with Mr. Hostetter multiple times re status of active abatement and vehicle abatement; begin research re Lee Schmidt AKA; legal research re returned notices under Municipal Code and State Vehicle Code; confer with Mr. Hostetter multiple times re same; confer with Ms. Ford multiple times re status of active abatement; confer with Ms. Foster re NCIC/ Triple I	3.00	\$120.00	\$360.00
08/29/2022	KH	Continue to oversee abatement proceedings; confer with Ms Ford multiple times re same; review returned mailed Notice of Vehicle Abatements; direct investigation into the potential of returned mailed notices belonging to Mr Schmidt; confer with Ms Ford re same; confer with Mr. Ross and Ms. Bellardo re same; review email to Mr. Greenberg requesting 3i Report re same; review email re inability to do so because of non-criminal matter; confer with Mr. Ross re strategy for abatement going forward	2.50	\$250.00	\$625.00
08/30/2022	CB	Confer with Mr. Hostetter re legal research into Vehicle	3.75	\$120.00	\$450.00

		Code and returned notices; continue research into Mr. Schmidt AKA; review existing documentation and code citations and administrative citations re same; review of Title Report re same; confer with Mr. Hostetter and Mr. Ross multiple times re status of NCIC/Triple I; draft, review, revise, and send communication to Ms. Detwiler re same; confer with Ms. Ford and Mr. Hostetter multiple times re status of active abatement; confer with Mr. Hostetter and Mr. Ross re extension due to more time needed by CVE to abate; begin drafting extension paperwork			
08/30/2022	WR	Final request to Napa County Sheriff re verification of information on specific identified abandoned vehicles on site	0.25	\$375.00	\$93.75
08/30/2022	KH	Continue to oversee abatement proceedings; confer with Ms. Ford multiple times re same; review returned mailed notice of vehicle abatements; continue to verify known aliases of Mr. Schmidt to ensure abatement of vehicles; confer with Ms. Ford re more time needed for abatement due to unforeseen scope of work and interference of resident; strategy conference with Mr. Ross and Ms. Bellardo; begin drafting and review the Application for Extension of Warrant/Order; confer with Ms. Ford re same; confer with Mr. Ross re necessary involvement of additional City personnel including law enforcement; review and analyze new evidence supporting abatement extension; confer with Mr. Cooper re same; continue reviewing and drafting Application for Extension and review applicable law and evidence in support	3.50	\$250.00	\$875.00
08/31/2022	CB	Confer with Ms. Ford, Mr. Hostetter, and Mr. Ross multiple times re current abatement process and progress; confer with Mr. Hostetter and Mr. Ross re strategy for abatement and further abatement proceedings going forward, and extension especially with current Property Owner interference; legal research and analysis of cost recovery; email to Mr. Ross and Mr. Hostetter re same; legal research re Owner interference, criminal and civil penalties, and ability to arrest; confer with Mr. Hostetter and Mr. Ross multiple times re same; draft, review, and revise all pleadings for Application for Extension of Inspection Warrant and Abatement Order; confer with Mr. Hostetter and Ms. Ford multiple times re Ford Affidavit; revise and final same; compile all documents for filing; file same	8.50	\$120.00	\$1,020.00
08/31/2022	CB	Troubleshoot eFiling issues (N/C)	2.00	\$0.00	\$0.00
08/31/2022	WR	Confer with Mr. Holley, Mr. Cooper, Mr. Hostetter and Chief Greenberg re implementation of existing Inspection Warrant and Removal Order (.50); service of Notice of Ex Parte Hearing for Extension on Mr. Schmitt (.25); confer with Mr. Hostetter re additional evidence in	1.25	\$375.00	\$468.75

support of Extension (.50)

08/31/2022	RK	Confer with Ms. Bellardo re filing of Ex Parte Application for Extension to Inspection Warrant; review of same; try to fix issues with the same for filing	0.50	\$120.00	\$60.00
08/31/2022	KH	Continue to oversee abatement proceedings; review, reform, and finalize the Application for Extension of Warrant/Order; confer multiple times with Ms. Bellardo re same; confer multiple times with Mr. Ross re same; confer with Ms. Bellardo re difficulties with filing system, and ensuring filing is completed; confer with Mr. Ross re same	3.00	\$250.00	\$750.00

Quantity Subtotal 98.25

Services Subtotal \$19,286.25

Expenses

Date	Notes	Quantity	Rate	Total
08/11/2022	Preliminary Title Report	1.00	\$500.00	\$500.00
08/31/2022	LexisNexis	1.00	\$180.00	\$180.00

Expenses Subtotal \$680.00

Quantity Total 98.25

Subtotal \$19,966.25

Total \$19,966.25

Payment (10/31/2022) -\$19,966.25

Balance Owing \$0.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10707	10/13/2022	\$19,011.25	\$0.00	\$19,011.25

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
----------------	--------	------------	-------------------	-------------

10656	09/13/2022	\$19,966.25	\$19,966.25	\$0.00
			Outstanding Balance	\$19,011.25
			Total Amount Outstanding	\$19,011.25

Please make all amounts payable to: Law Offices of William D. Ross

Payment is due upon receipt.

Law Offices of William D. Ross

400 Lambert Avenue
Palo Alto, CA 94306
Phone: (650) 843-8080
Fax: (650) 843-8093
lawross.com

Invoice To:
City of American Canyon
4381 Broadway, Suite 201
American Canyon, CA 94503

Payable To:
400 Lambert Avenue
Palo Alto, CA 94306
Phone: (650) 843-8080
Fax: (650) 843-8093
lawross.com

INVOICE

Invoice # 10707
Date: 10/13/2022

Invoice Number	Total
10707	\$19,011.25
	Subtotal \$19,011.25
	Tax \$0.00
	Amount Due \$19,011.25

Law Offices of William D. Ross

400 Lambert Avenue
 Palo Alto, CA 94306
 Phone: (650) 843-8080
 Fax: (650) 843-8093
 lawross.com

INVOICE

Invoice # 10707
 Date: 10/13/2022

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

199/6.92 106 Wilson Way

Services

Date	Attorney	Notes	Quantity	Rate	Total
09/01/2022	CB	Legal research re extent of abatement; confer with Mr. Hostetter multiple times re same; confer with Mr. Ross and Mr. Hostetter multiple times re status of abatement; confer with Mr. Ross and Mr. Hostetter for preparation of Court Hearing; confer with Sheriff's Office re AKAs and vehicles; email re same to Ms. Detwiler, Mr. Ross, and Mr. Hostetter	2.25	\$120.00	\$270.00
09/01/2022	CB	Attend Strategy Session and Court Hearing (1.00)(N/C)	1.00	\$0.00	\$0.00
09/01/2022	RK	Confer with Mr. Hostetter re review of files for litigation involving nuisance complaints; review of files for same; forward information to Mr. Hostetter for review (1.00) (.50) (N/C)	0.50	\$120.00	\$60.00
09/01/2022	KH	Confer with Mr. Ross re preparation for Ex Parte Hearing on the Extension of Warrant; confirm filing of supporting documents re same; prepare for and attend Ex Parte Hearing; draft summary of results of Ex Parte Hearing for City use; review per Mr. Ross; confer with Mr. Ross re same; review email from Chief Greenberg re same; confer with Mr. Ross re confirmation of security company for 106 Wilson Way after Extension of Warrant; continue to oversee abatement procedures including verifying the identity of Property Owner's alias; confer with Ms. Bellardo re potential Nuisance Complaint	2.75	\$250.00	\$687.50
09/01/2022	WR	Confer with Mr. Hostetter re Ex Parte Order (.25); confirm implementation with Ms. Ford; confer with CVE representatives re extent of contract and prospective schedule (.25); confer with Chief Greenberg re same (.25); confer with Mr. Schwarz and Mr. Hostetter re remediation and assistance for Owner (.75) (.25) (N/C)	1.25	\$375.00	\$468.75

09/01/2022	DS	Review materials and assist in preparing for Court Hearing re Extension of Inspection Warrant/Abatement Order; confer with Mr. Hostetter re same (.50) (.25) (N/C)	0.25	\$250.00	\$62.50
09/02/2022	CB	Participation in strategy meeting; confer with Mr. Hostetter re strategy going forward and Nuisance Complaint; draft same; contact Court multiple times for signed copy of Order; email of same to City abatement team	2.00	\$120.00	\$240.00
09/02/2022	KH	Attend abatement team strategy meeting; oversee abatement proceedings including conferring with Mr. Cooper and Ms. Ford; review current status re same; review proposed Agreement with security company; research restrictions of security when not business hours of Warrant; confer with Ms. Bellardo re same in preparation for advice to client	2.25	\$250.00	\$562.50
09/02/2022	WR	Participate in status conference re abatement efforts; retention of Security Service; citations for debris in public right-of-way; distribution of Court Order (.75) (N/C)	0.75	\$0.00	\$0.00
09/04/2022	CB	Draft Nuisance Complaint	4.00	\$120.00	\$480.00
09/04/2022	KH	Review and analysis of draft Nuisance Complaint preparation revising and drafting same; reform same (1.50) (.50) (N/C)	1.00	\$250.00	\$250.00
09/05/2022	CB	Review and revise Nuisance Complaint; confer with Mr. Hostetter multiple times re same; confer with Mr. Schwarz re same	5.00	\$120.00	\$600.00
09/05/2022	KH	Review, reform and finalize Nuisance Complaint; confer with Mr. Ross and Ms. Bellardo re same; oversee filing of same; research applicable Court Rules; confer with Ms. Kirk re same	4.50	\$250.00	\$1,125.00
09/06/2022	CB	Confer with Mr. Hostetter multiple times re Nuisance Complaint and content of Coroner's Report and Fire Report re Schmidt behavior the night of the fire; confer with Mr. Ross re same; draft email to Greenberg re Incident Report; email same to Mr. Hostetter; continue to review and revise Nuisance Complaint; research on Municipal Code re animal keeping standards; confer with Mr. Hostetter re same; locate and send Contract for Delta One; review of Civil Case Cover Sheet; preliminary research on case preference and precedence; confer with Mr. Hostetter re same; research of specific injunctive relief; confer with Mr. Hostetter re same (6.50) (1.50) (N/C)	5.00	\$120.00	\$600.00
09/06/2022	RK	Confer with Mr. Hostetter several times re filing of Complaint for 106 Wilson Way; research re requirements for filing and documents re same; preparation of Civil Case Cover Sheet and Summons;	2.00	\$120.00	\$240.00

		research re entitlement to preference (3.00) (1.00) (N/C)			
09/06/2022	KH	Confer with Ms. Bellardo re status of amendments to Complaint; confer with Mr. Ross re same; review research re conservatorship for potential inclusion in Complaint; direct Ms. Kirk re Civil Case Cover Sheet and additional documents that must be filed along with Nuisance Complaint; review Mr. Ross changes to Complaint; confer with Ms. Bellardo re additions to Complaint; reform Complaint re same; oversee and review additional procedural documents to accompany Complaint; review law re preference and precedence granted to abatement cases; research same; direct further research re same; draft email to Chief Greenberg re Incident Report for 106 Wilson Way fire; review and analyze Incidence Report re same; review law re mandatory/temporary injunctions and further authority for preference; review and reform draft Complaint prior to sending to Mr. Holley for review; confer with Ms. Bellardo re additions needed for Complaint prior to filing (5.25) (.50) (N/C)	4.75	\$250.00	\$1,187.50
09/06/2022	WR	Revise and final advice memorandum to Council (.75); confer with Delta 1 re status of onsite security (.25) (N/C); confer with Mr. Holley re Agreement and approval (.25) (N/C)	0.75	\$375.00	\$281.25
09/07/2022	CB	Review and revise Nuisance Complaint; research on receivership; memorandum to Mr. Ross and Mr. Hostetter re same; confer with Mr. Ross and Mr. Hostetter re same; retrieval of Oakand v. Chau Complaint; review of same; confer with Mr. Hostetter re same; further research re injunctive relief prayer; confer with Mr. Hostetter re same; review Civil Case Cover Sheet and Summons; confer with Mr. Hostetter and Ms. Kirk re Summons; preparation of final Complaint packet for efilng; efile same; research on Temporary Restraining Order (TRO) process; communication of same to Mr. Hostetter	5.00	\$120.00	\$600.00
09/07/2022	KH	Confer with Ms. Bellardo re status re potential of receivership for Mr. Schmidt as part of Complaint; review order proposal for receivership; confer with Mr. Ross and Ms. Bellardo re additional refinements needed for Nuisance Complaint finalization; review amendments to Complaint in preparation for filing Complaint; final review and approval of Complaint; confer with Ms. Bellardo re options for injunctive relief after Complaint is served on Mr. Schmidt	2.50	\$250.00	\$625.00
09/07/2022	RK	Confer with Ms. Bellardo re filing of Summons; continue research re same (1.00) (.25) (N/C)	0.75	\$120.00	\$90.00
09/07/2022	WR	Confirm content of Nuisance Complaint after review; approve for filing	1.00	\$375.00	\$375.00

09/07/2022	DS	Review and revise draft materials re Nuisance Complaint to be filed with the Superior Court re clean up and abatement at the Property; confer with Mr. Hostetter and Ms. Bellardo re same; review and supplement legal authority for including in the supporting legal Brief	2.50	\$250.00	\$625.00
09/08/2022	RK	Confer with Ms. Nicole Hall re Agreement with Delta One Security; review of files for information re same; email to attorneys re same (1.00) (.50) (N/C)	0.50	\$120.00	\$60.00
09/08/2022	WR	Confer with Mr. Cooper re current status (.25); confirm next steps in Nuisance Complaint litigation (.25) (N/C)	0.25	\$375.00	\$93.75
09/09/2022	CB	Confer with Mr. Ross, Mr. Schwarz, and Mr. Hostetter re Nuisance Complaint and TRO; update efilings; call to clerk re filings	0.50	\$120.00	\$60.00
09/09/2022	KH	Confer with Mr. Ross re Nuisance Complaint filing and service issues; research TRO law for filing next week to take control of 106 Wilson Way property; confer with Mr. Ross re same and Ms. Bellardo re strategy re same	2.25	\$250.00	\$562.50
09/10/2022	CB	Research, review, and confirm legal standards re TRO and Preliminary Injunction; draft preliminary arguments re same; confer with Mr. Hostetter multiple times re same; draft email re same to Mr. Ross, Mr. Hostetter, and Mr. Schwarz	3.00	\$120.00	\$360.00
09/10/2022	KH	Confer with Ms. Bellardo re necessity for compelling irreparable harm for immediate TRO versus a later temporary injunction in preparation for advice to client	0.50	\$250.00	\$125.00
09/12/2022	KH	Confer with Mr. Ross re service of Nuisance Complaint by Deputy and form of temporary relief sought in preparation for advice to client; analyze law re applicability of receivership to prevent nuisance; confer with Ms. Bellardo re same; confirm status of filed Complaint	0.75	\$250.00	\$187.50
09/12/2022	CB	Draft Application for Preliminary Injunction/TRO; review filings re same; confer with Mr. Hostetter re same; obtain service documentation; email to Chief re same	1.00	\$120.00	\$120.00
09/12/2022	WR	Confer with Ms. Ford and Mr. Hostetter re service of Nuisance Complaint and status of cleanup onsite (.75) (.25) (N/C)	0.50	\$375.00	\$187.50
09/13/2022	KH	Confer with Mr. Ross re Demolition Permit needed to be transferred re completing residential building demolition; review and analyze remaining structures to be demolished; draft email to Ms. Trimberger re transfer of Demolition Permit; oversee abatement efforts at 106 Wilson Way	1.00	\$250.00	\$250.00
09/14/2022	CB	Confer with Mr. Hostetter multiple times re progress of abatement; strategy conference with Mr. Ross and Mr.	0.50	\$120.00	\$60.00

Hostetter re TRO/Nuisance Complaint					
09/14/2022	KH	Oversee abatement efforts at 106 Wilson Way; analyze and confirm Demolition Permit transfer to Mr. Villareal; confer with Mr. Villareal re same; confer with Mr. Cooper and Mr. Ross re same; review email from Mr. Cooper re same; draft email to Mr. Cooper re same	2.00	\$250.00	\$500.00
09/14/2022	WR	Meet onsite with Ms. Ford and Mr. Chad Jones of CVE to review status (1.25); dictate summary of conversation with Property Owner (.50)	1.75	\$375.00	\$656.25
09/15/2022	CB	Confer with Mr. Hostetter re whether another extension is required; confer with Mr. Ross and Mr. Hostetter re same; contact Court to be put on Ex Parte calendar for September 16, 2022; provide telephonic notice of same to Mr. Schmidt; draft filings for extension; email of same to Mr. Hostetter for review; confer with Mr. Hostetter multiple times re same; confer with CVE multiple times re same	5.50	\$120.00	\$660.00
09/15/2022	KH	Confer with Mr. Ross and Ms. Bellardo in preparation for Inspection Warrant; review email from Ms. Ford re status of abatement; confer with Ms. Villareal re timing of abatement of the building; confer with Mr. Cooper re same; strategy conference with Ms. Bellardo and Mr. Ross re finalizing abatement; confer with Ms. Bellardo re draft Warrant; review and revise same; review email from Mr. Villareal re extension needed for abatement of building; confer with Ms. Bellardo re same; draft email to Mr. Holley and Mr. Cooper with associated proposal to remove building; review same; review final verification of inoperable vehicles let on property; confer with Mr. Villareal re Inspection Warrant to be transmitted to tow company; confer with Ms. Bellardo to ensure completion of same	3.50	\$250.00	\$875.00
09/16/2022	CB	Review and confirm final Municipal Code and Health and Safety Code citations for Application; confer with Mr. Hostetter re finalizing filings; efile same; confer with Mr. Hostetter re developments at Property yesterday during vehicle abatement; confer with Mr. Hostetter multiple times about hearing and abatement issues; contact Court re Hearing; attend Extension Hearing; draft and send mental health resources for Mr. Schmidt to Mr. Ross; distribution of signed Order	2.00	\$120.00	\$240.00
09/16/2022	WR	View site; confer with Ms. Ford, Contractor, Chief Greenberg and Mr. Hostetter re condition of property and next steps (1.50) (.25) (N/C)	1.25	\$375.00	\$468.75
09/16/2022	KH	Oversee 106 Wilson Way abatement; multiple calls to Mr. Villareal, Mr. Ross; oversee filing of Warrant; preparation for Extension Warrant Hearing; attend Warrant Hearing; confer with Mr. Ross re additional 106 Wilson Way tenant information; strategy conference with Mr. Ross re medical intervention; review email	3.75	\$250.00	\$937.50

		from Mr. Cooper re service of Warrant; draft email to Mr. Cooper re same			
09/16/2022	DS	Review and assist with preparation of materials for Ex Parte Hearing on Inspection Warrant; confer with Mr. Hostetter and Ms. Bellardo re same; confirm legal authority in Health and Safety Code, Building Code, and City Municipal Code for supporting abatement re burnt or charred structures and building materials	1.75	\$250.00	\$437.50
09/19/2022	WR	Confer with Ms. Ford re status (.25); confer with Mr. Cooper re status and service of extended Warrant and Order (.25)	0.50	\$375.00	\$187.50
09/19/2022	KH	Confer with Ms. Ford re status of final abatement for closing out file on same in preparation for advice to client	0.25	\$250.00	\$62.50
09/20/2022	KH	Confer with Ms. Ford re status of chimney removal for final inspection in preparation for closing out abatement process	0.25	\$250.00	\$62.50
09/21/2022	CB	Confer with Mr. Hostetter re coordination with CVE, quote, and Demolition Permit/scope of work re chimney/fireplace (N/C)	0.25	\$0.00	\$0.00
09/21/2022	KH	Oversee finalization of abatement proceedings; confer with Mr. Villareal and Mr. Cooper re outstanding chimney left on the property; confer with Mr. Ross re same; review scope of work for abatement and Demolition Permit re same; draft email to Ms. Ford re finalizing inspection of property for current code violations; confer with Ms. Ford re same	1.75	\$250.00	\$437.50
09/22/2022	CB	Confer with Mr. Hostetter re code violation inspection and final determination of scope of work completed in preparation for conference with Mr. Ross; confer with Mr. Hostetter and Mr. Ross to determine next steps	0.50	\$120.00	\$60.00
09/22/2022	KH	Oversee finalization of 106 Wilson Way remediation; confer with Mr. Cooper re same; confer with Mr. Ross re same; confer with Mr. Villareal re same in preparation for finalizing same; draft memorandum to Ms. Ford and Mr. Cooper re necessary property inspection; revise per Mr. Ross re same; finalize and transmit same; review email from Mr. Cooper re inspection of 106 Wilson Way property; confer with Mr. Ross re outstanding cleanup issues; draft email to Mr. Villareal re same	2.75	\$250.00	\$687.50
09/23/2022	KH	Confer with Mr. Cooper re remaining abatement issues on 106 Wilson Way property; confer with Ms. Bellardo and Mr. Schwarz re same in preparation for advice to client	1.00	\$250.00	\$250.00
09/26/2022	CB	Confer with Mr. Hostetter multiple times re security team, mental health resources, Warrant Return, and	0.50	\$120.00	\$60.00

status memorandum					
09/26/2022	KH	Oversee finalization of termination of abatement actions; confer with Mr. Cooper re terminating security; research receivership and mental health options for Property Owner in preparation for advice to client; draft email to abatement team re finalization of security at property and outstanding wrap-up matters; confer with Delta One Security 2x; strategy conference with Ms. Bellardo and Mr. Schwarz re same in preparation for advice to client	2.50	\$250.00	\$625.00
09/27/2022	KH	Review and analyze final Scope of Work Report from Mr. Villareal; draft email to Mr. Villareal re same in preparation for advice to client	0.50	\$250.00	\$125.00
09/28/2022	KH	Review email from Mr. Ross re final issues re 106 Wilson way; draft email to Mr. Ross re same	0.25	\$250.00	\$62.50
			Quantity Subtotal		95.0
			Services Subtotal		\$18,891.25

Expenses

Date	Notes	Quantity	Rate	Total
09/30/2022	LexisNexis	1.00	\$120.00	\$120.00
			Expenses Subtotal	\$120.00
			Quantity Total	95.0
			Subtotal	\$19,011.25
			Total	\$19,011.25

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10707	10/13/2022	\$19,011.25	\$0.00	\$19,011.25
			Outstanding Balance	\$19,011.25
			Total Amount Outstanding	\$19,011.25

Please make all amounts payable to: Law Offices of William D. Ross

Payment is due upon receipt.

Subject: Time calculations for 106 Wilson Way

Date: Friday, October 28, 2022 at 2:27:40 PM Pacific Daylight Time

From: Tiffany Ford <tford@cityofamericancanyon.org>

To: William Ross <wross@lawross.com>

CC: Kypros Hostetter <khostetter@lawross.com>, Christina Bellardo <cbellardo@lawross.com>, Brent Cooper <bcooper@cityofamericancanyon.org>

Good afternoon Bill,

I have calculated that I've spent approximately 875 minutes on enforcement for 106 Wilson Way. My fully burdened hourly rate is \$127.99 for code enforcement. Here's how I did the math:

845 minutes divided by 60 = 14.5 hours x \$127.99 = \$1,866.52

Please let me know if you need anything else.

Kind regards,

Tiffany Ford

Code Enforcement Officer, Community Development Department

City of American Canyon | 4381 Broadway Street, Suite 201 | American Canyon, CA 94503

(707)647-4599 | tford@cityofamericancanyon.org



PROCEEDINGS AND ACCOUNTING REPORT

PUBLIC NUISANCE VEHICLE ABATEMENT

I. LOCATION/LEGAL:

Assessor's Parcel Number: 058-370-002
Address: 106 Wilson Way

II. FIVE OF THE FOLLOWING VEHICLES REMOVED AND DISPOSED OF (see photos):

Plate	VIN	Year	Make	Model	Color
8R74803	JT4YR29V4G5001054	1986	Toyota	Van	Unknown
4R05108	JT4YR29V8G5027169	1986	Toyota	Van	Unknown
8H13117	JT4YR29VXH5057632	1987	Toyota	Cargo Van	Unknown
812UTK	JT2AL32V1G3638037	1986	Toyota	Tercel	Silver
128WKW	JT2AL32H8E3562260	1984	Toyota	Tercel	Blue
2AGW852	E11HHEF4502	1979	Ford	Unknown	Brown/Tan
2S43468	1FTEE14F1FHC09110	1985	Ford	F-150	Unknown
571KZR	JT5RN44D0D1146584	1984	Toyota	Pick-up	Unknown
1G59358	Unknown	UNK	Dodge	Van	Brown

III. PROCEDURE:

a. <i>Ex-Parte</i> Application filed:	7/28/2022
b. Inspection Warrant/Abatement Order Issued:	7/29/2022
c. Notice of Violation Posted:	8/12/2022
d. <i>Ex-Parte</i> Renewal Application filed:	8/15/2022
e. Inspection Warrant/Abatement Order Issued:	8/17/2022
f. <i>Ex-Parte</i> Extension Application filed:	9/1/2022
g. Inspection Warrant/Abatement Order Issued:	9/2/2022
h. <i>Ex-Parte</i> Extension Application filed:	9/16/2022
i. Inspection Warrant/Abatement Order Issued:	9/16/2022
j. Abatement Work Completion:	9/27/2022

IV. ACCOUNTING (through September 30, 2022):

Vehicle Abatement	\$4,050.00
Total	\$4,050.00

William D. Ross, City Attorney



OFFICE
SUPPLIES

(707) 224-8303



1407 Second St.









CENTRAL VALLEY ENVIRONMENTAL

North Bay: 135 Utility Court Suite A, Rohnert Park, CA 94928
San Diego: 7912 Armour Street, San Diego, CA 92111

Tax I.D.# 45-4398710

Invoice

BILL TO:
LEE SCHMIDT
4381 BROADWAY ST.
SUITE 201
AMERICAN CANYON, CA

INVOICE #: 1463
DATE: 09/23/2022
DUE DATE: 10/23/2022
TERMS: NET 30

PROJECT #	PROJ. MANAGER	JOBSITE ADDRESS	P.O. #	CLAIM #
30220345	JESUS VILLAREAL	106 WILSON WAY, AMERICAN CANYON, CA		

DESCRIPTION	ITEM PRICE	% COMPLETE (THIS PERIOD)	% COMPLETE (TOTAL)	RETAINAGE	AMOUNT DUE
VEHICLE DISPOSAL	\$4,050.00	100.00%	100.00%	\$0.00	\$4,050.00

TOTAL	\$4,050.00
PAYMENTS/CREDITS	\$0.00
BALANCE DUE	\$4,050.00

Thank you for allowing CVE to be part of your project!

Remit payments online, or by mail

Accounts Receivable
Phone: (559) 222-1122
Fax: (559) 222-1174
AR@cvecorp.com

By Mail:
Central Valley Environmental
Attn: Accounts Receivable – NB
4263 N. Selland Ave.
Fresno, CA 93722

Online: www.cvecorp.com/paymentsNB

A late fee of 1.5% will be added to the balance for every 30 days that the invoice remains unpaid





























CENTRAL VALLEY ENVIRONMENTAL

Corporate Office- 4263 N Selland Ave. Fresno, CA. 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
North Bay-135 Utility Court, Suite A– Rohnert Park, CA 94928- Ph: (707) 584-1900 –FAX: (707) 584-1911
San Diego- 7912 Armour St San Diego, CA. 92111 Ph: (619) 838-4035 F: (707) 584-1911
CONTRACTOR’S LICENSE #: 974852 DOSH REG#1064

September 27, 2022

On August 26, 2022, CVE was hired to perform a property clean up at 106 Wilson Way American Canyon CA, the property was filled with a high volume of debris, vehicles, and biohazard waste. The scope of work was to remove and dispose of all debris, fire hazards, and abandoned vehicles within the property. In addition, at the request of code enforcement, we have removed and disposed of the remaining fire damaged structure wall, and associated carport, and red brick fireplace. The scope of work was completed on Thursday September 22, 2022. Feel free to reach out with any questions, see attached before and after photos. Thank you.

Sincerely,

Jesus Villarreal
Estimator/Project Manager/Safety Compliance officer
Jesusv@cvecorp.com
707-978-8997



CENTRAL VALLEY ENVIRONMENTAL

Corporate Office- 4263 N Selland Ave. Fresno, CA. 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
North Bay-135 Utility Court, Suite A– Rohnert Park, CA 94928- Ph: (707) 584-1900 –FAX: (707) 584-1911
San Diego- 7912 Armour St San Diego, CA. 92111 Ph: (619) 838-4035 F: (707) 584-1911
CONTRACTOR'S LICENSE #: 974852 DOSH REG#1064

Before





CENTRAL VALLEY ENVIRONMENTAL

Corporate Office- 4263 N Selland Ave. Fresno, CA. 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
North Bay-135 Utility Court, Suite A- Rohnert Park, CA 94928- Ph: (707) 584-1900 -FAX: (707) 584-1911
San Diego- 7912 Armour St San Diego, CA. 92111 Ph: (619) 838-4035 F: (707) 584-1911
CONTRACTOR'S LICENSE #: 974852 DOSH REG#1064

Before





CENTRAL VALLEY ENVIRONMENTAL

Corporate Office- 4263 N Selland Ave. Fresno, CA. 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
North Bay-135 Utility Court, Suite A– Rohnert Park, CA 94928- Ph: (707) 584-1900 –FAX: (707) 584-1911
San Diego- 7912 Armour St San Diego, CA. 92111 Ph: (619) 838-4035 F: (707) 584-1911
CONTRACTOR'S LICENSE #: 974852 DOSH REG#1064

Before





CENTRAL VALLEY ENVIRONMENTAL

Corporate Office- 4263 N Selland Ave. Fresno, CA. 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
North Bay-135 Utility Court, Suite A– Rohnert Park, CA 94928- Ph: (707) 584-1900 –FAX: (707) 584-1911
San Diego- 7912 Armour St San Diego, CA. 92111 Ph: (619) 838-4035 F: (707) 584-1911
CONTRACTOR’S LICENSE #: 974852 DOSH REG#1064

Before





CENTRAL VALLEY ENVIRONMENTAL

Corporate Office- 4263 N Selland Ave. Fresno, CA. 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
North Bay-135 Utility Court, Suite A- Rohnert Park, CA 94928- Ph: (707) 584-1900 -FAX: (707) 584-1911
San Diego- 7912 Armour St San Diego, CA. 92111 Ph: (619) 838-4035 F: (707) 584-1911
CONTRACTOR'S LICENSE #: 974852 DOSH REG#1064

Before





CENTRAL VALLEY ENVIRONMENTAL

Corporate Office- 4263 N Selland Ave. Fresno, CA. 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
North Bay-135 Utility Court, Suite A- Rohnert Park, CA 94928- Ph: (707) 584-1900 –FAX: (707) 584-1911
San Diego- 7912 Armour St San Diego, CA. 92111 Ph: (619) 838-4035 F: (707) 584-1911
CONTRACTOR'S LICENSE #: 974852 DOSH REG#1064

Before





CENTRAL VALLEY ENVIRONMENTAL

Corporate Office- 4263 N Selland Ave. Fresno, CA. 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
North Bay-135 Utility Court, Suite A- Rohnert Park, CA 94928- Ph: (707) 584-1900 –FAX: (707) 584-1911
San Diego- 7912 Armour St San Diego, CA. 92111 Ph: (619) 838-4035 F: (707) 584-1911
CONTRACTOR'S LICENSE #: 974852 DOSH REG#1064

Before





CENTRAL VALLEY ENVIRONMENTAL

Corporate Office- 4263 N Selland Ave. Fresno, CA. 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
North Bay-135 Utility Court, Suite A- Rohnert Park, CA 94928- Ph: (707) 584-1900 –FAX: (707) 584-1911
San Diego- 7912 Armour St San Diego, CA. 92111 Ph: (619) 838-4035 F: (707) 584-1911
CONTRACTOR'S LICENSE #: 974852 DOSH REG#1064

After





CENTRAL VALLEY ENVIRONMENTAL

Corporate Office- 4263 N Selland Ave. Fresno, CA. 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
North Bay- 135 Utility Court, Suite A- Rohnert Park, CA 94928- Ph: (707) 584-1900 –FAX: (707) 584-1911
San Diego- 7912 Armour St San Diego, CA. 92111 Ph: (619) 838-4035 F: (707) 584-1911
CONTRACTOR'S LICENSE #: 974852 DOSH REG#1064

After





CENTRAL VALLEY ENVIRONMENTAL

Corporate Office- 4263 N Selland Ave. Fresno, CA. 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
North Bay-135 Utility Court, Suite A- Rohnert Park, CA 94928- Ph: (707) 584-1900 –FAX: (707) 584-1911
San Diego- 7912 Armour St San Diego, CA. 92111 Ph: (619) 838-4035 F: (707) 584-1911
CONTRACTOR'S LICENSE #: 974852 DOSH REG#1064

After





CENTRAL VALLEY ENVIRONMENTAL

Corporate Office- 4263 N Selland Ave. Fresno, CA. 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
North Bay- 135 Utility Court, Suite A- Rohnert Park, CA 94928- Ph: (707) 584-1900 -FAX: (707) 584-1911
San Diego- 7912 Armour St San Diego, CA. 92111 Ph: (619) 838-4035 F: (707) 584-1911
CONTRACTOR'S LICENSE #: 974852 DOSH REG#1064

After





CENTRAL VALLEY ENVIRONMENTAL

Corporate Office- 4263 N Selland Ave. Fresno, CA. 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
North Bay-135 Utility Court, Suite A- Rohnert Park, CA 94928- Ph: (707) 584-1900 –FAX: (707) 584-1911
San Diego- 7912 Armour St San Diego, CA. 92111 Ph: (619) 838-4035 F: (707) 584-1911
CONTRACTOR'S LICENSE #: 974852 DOSH REG#1064

After





CENTRAL VALLEY ENVIRONMENTAL

Corporate Office- 4263 N Selland Ave. Fresno, CA. 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
North Bay-135 Utility Court, Suite A- Rohnert Park, CA 94928- Ph: (707) 584-1900 –FAX: (707) 584-1911
San Diego- 7912 Armour St San Diego, CA. 92111 Ph: (619) 838-4035 F: (707) 584-1911
CONTRACTOR'S LICENSE #: 974852 DOSH REG#1064

After





CENTRAL VALLEY ENVIRONMENTAL

Corporate Office- 4263 N Selland Ave. Fresno, CA. 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
North Bay- 135 Utility Court, Suite A- Rohnert Park, CA 94928- Ph: (707) 584-1900 -FAX: (707) 584-1911
San Diego- 7912 Armour St San Diego, CA. 92111 Ph: (619) 838-4035 F: (707) 584-1911
CONTRACTOR'S LICENSE #: 974852 DOSH REG#1064

After





TITLE

Update on Second Hand Smoke in Multifamily Settings

RECOMMENDATION

Staff recommends the Council receive information and provide possible direction to staff regarding second hand smoke in multifamily settings.

CONTACT

Jason Holley, City Manager

Jennifer Kansanback, Communications Manager

BACKGROUND & ANALYSIS

On December 7, 2021, the City Council received a presentation regarding health dangers of second hand smoke (SHS) in multifamily (MFR) settings. In response to the presentation, the Council expressed an interest in learning more about the issue - including a potential smoking prohibition of both tobacco and cannabis in MFR settings.

Since then, staff has met with representatives of the Napa County Health and Human Services Agency and the "Napa Youth Council", who provided additional information (Attachment 2). Staff also met with stakeholders representing multi-family complex owners and mobile home park owners and investigated whether privately, anti-smoking rules are already in place related to SHS.

The housing stock in American Canyon is much different than other parts of the County – namely, we have a higher percentage of single family homes that are principally home-owner occupied, and a smaller percentage of multi-family units. Staff's has determined American Canyon has seven (7) apartment complexes and five (5) mobile home parks, all of which we classify as “multi-family” for zoning purposes. Approximately 4,300 people live within 1,600 dwelling units at these locations.

As shown in Attachment 1, smoking is already prohibited inside all of these multi-family complexes. Moreover, the rule do not distinguish between tobacco or cannabis. This not surprising because most of American Canyon's multi-family settings were built within the last 15 years and SHS would damage the owner's substantial financial investment. Also, it is highly unlikely that developers of new multi-family units will allow smoking either.

Of note, all mobile home parks allow smoking inside privately-owned trailers (but prohibit smoking in the rental trailers). Two of the five parks allow smoking outside, but only in designated locations.

Given the private prohibitions already in place, it's unclear whether the Council will want to enact further public prohibitions. One stakeholder suggested their tenant management/eviction process might be assisted by the classification of "fugitive smoke" as a "nuisance" as per American Canyon Municipal Code Section 9.04.040 (because this could provide additional justification for eviction), however this could prove problematic for outdoor barbeques, etc. in residential neighborhoods.

Staff requests further guidance from Council regarding what (if any) action should be pursued at this time.

Lastly, on a separate note, staff is preparing an Ordinance that will prohibit Cannabis use in City parks. Tobacco use is already prohibited here and the change is proposed to help law enforcement by not requiring they distinguish between the two smoking substances.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Not applicable.

FISCAL IMPACT

Not applicable

ENVIRONMENTAL REVIEW

Not applicable

ATTACHMENTS:

- [1. Multi Family Smoking in American Canyon MFR](#)
- [2. Understanding Second Hand Smoke](#)

Location	# Of Units	Estimated # of Residents	Allows Indoor Smoking – Rented Unit	Allows Indoor Smoking – Privately Owned Unit	Allows Outdoor Smoking
Canyon Ridge at Napa Junction 800 Reliant Way	148	300	NO	NO	NO
The Lodge at Napa Junction 5500 Eucalyptus Drive	216	300	NO	NO	NO
Village at Vintage Ranch Apartment Townhomes 100 Toscana Drive	159	350	NO	NO	NO
Canyon Manor Apartments 941 Danrose Drive	48	96	NO	NO	NO
Vineyard Crossings 202 Tapestry Lane	146	300	NO	NO	NO
Valley View Senior Homes 1 Natalie Lane	70	72	NO	NO	NO
World Marine Estates 2555 Flosden Road	126	325	N/A***	YES**	NO
Fairgrounds Mobile Estates 2525 Flosden Road	231	1000	NO	YES**	NO
Las Casitas Napa Mobile Home Park 3000 Broadway	96	150	N/A***	YES**	YES*
Olympia Mobilodge of Napa 244 American Canyon Road	201	600	NO	YES**	YES*
American Canyon Mobile Home Park 260 American Canyon Road	191	750	N/A***	YES**	NO
American Canyon Apartments 300 American Canyon Road	34	90	NO	NO	NO

*Designated areas only away from building entry.

**Existing park rules prohibit smoke emanating from inside a privately-owned unit from interfering with another unit.

***There are no rented units at these parks.

Tobacco and Marijuana Secondhand Smoke

What's the Concern?

Understanding Tobacco and Marijuana Secondhand Smoke (SHS)

- Tobacco SHS can cause lung cancer, heart disease, serious respiratory illnesses such as bronchitis and asthma, low birth weight, and sudden infant death syndrome.^[1]
- Despite differences in the chemicals found in tobacco and marijuana secondhand smoke, they share similarities.^[2]

Tobacco SHS	Marijuana SHS
Tobacco SHS contains more than 7,000 chemicals, including 70 that are known to cause cancer. ^[1]	Marijuana SHS contains thousands of chemicals including 33 that are known to cause cancer. ^[3]
Tobacco SHS contains chemicals including tar, hydrogen cyanide, cadmium, lead, ammonia, and carbon monoxide. ^[1]	Marijuana SHS contains 2 times as much tar and ammonia and 8 times as much hydrogen cyanide as tobacco smoke. ^[3]

How is "smoking" defined in California smokefree laws?

California law defines "smoking" as inhaling, exhaling, burning or carrying any lighted or heated tobacco **or plant product** intended for inhalation, whether natural or synthetic, in any manner or in any form. This includes the use of an electronic smoking device.^[4]

How does California law restrict marijuana use and possession? California law^[5] prohibits^[1]:

- Smoking marijuana in any location where smoking tobacco is prohibited.
- Smoking, vaping or consuming marijuana (includes all parts of the plant) or using marijuana products (this includes concentrates, edibles and topicals) in a public place.
- Smoking marijuana within 1,000 feet of a school, day care center, or youth center when children are present.
- Possessing or using marijuana or marijuana products on the grounds of a school, day care center, or youth center while children are present.
- Smoking or consuming marijuana or possessing an open container of marijuana while driving or riding as a passenger in a motor vehicle, boat, aircraft, or other vehicle used for transportation.
- Smoking, vaping or consuming marijuana in personal vehicles when a minor under 18 years of age is present in the vehicle whether in motion or at rest^[6]
- Smoking or vaping marijuana on certain residential properties, including rental homes, if a property owner or landlord has prohibited smoking on the property.^[7]

¹ Some exemptions apply. See California Health and Safety Code Section 11362.3 (a) and Business and Professions Code Section 26200 for local authority for the full policy.



Public Locations Where Smoking Tobacco and Marijuana are Prohibited by California Law

Indoor Workspaces

Smoking is prohibited in most enclosed places of employment^[8] including:

- Public and private offices and office buildings
- Government buildings, inside and within 20 feet of an entrance, exit, or window
- Restaurants, bars, gaming clubs, bingo halls, and pool halls
- Malls, movie theaters, and gyms
- Hotel and motel lobbies, common areas, employee-only areas, meeting or banquet rooms, and at least 80% of guest rooms within a hotel must be smokefree
- Social organizations such as Elks Lodges or Veteran's Clubs
- Covered parking lots, public transportation systems, state-owned vehicles, taxi cabs, and cabs of motor trucks and tractor trailers if nonsmokers are present
- Owner-operated businesses with no other employees

Outdoor Spaces

Smoking is prohibited in many outdoor spaces, including:

- Certified farmers' markets^[9]
- Within state parks and state coastal beaches^[10]
- Within 25 feet of playgrounds, tot lots, or recreational areas specifically designated for use by children^[11]

Youth-Sensitive Areas

Smoking is prohibited in youth-sensitive areas such as:

- Licensed day care centers, including private residences licensed as family day care homes^[12]
- K-12 public schools (including charter schools) and school vehicles^[13, 14]
- Licensed children's residential facilities, foster family homes, or resource family homes^[15]
- Youth buses^[16]
- Within 250 feet of youth sporting events^[11]

California allows local governments the legal authority to pass zoning and licensing ordinances that prevent marijuana retailers and dispensaries from operating in their communities. It also gives local governments the authority to control whether or not they will allow temporary events in their jurisdictions.^[17]

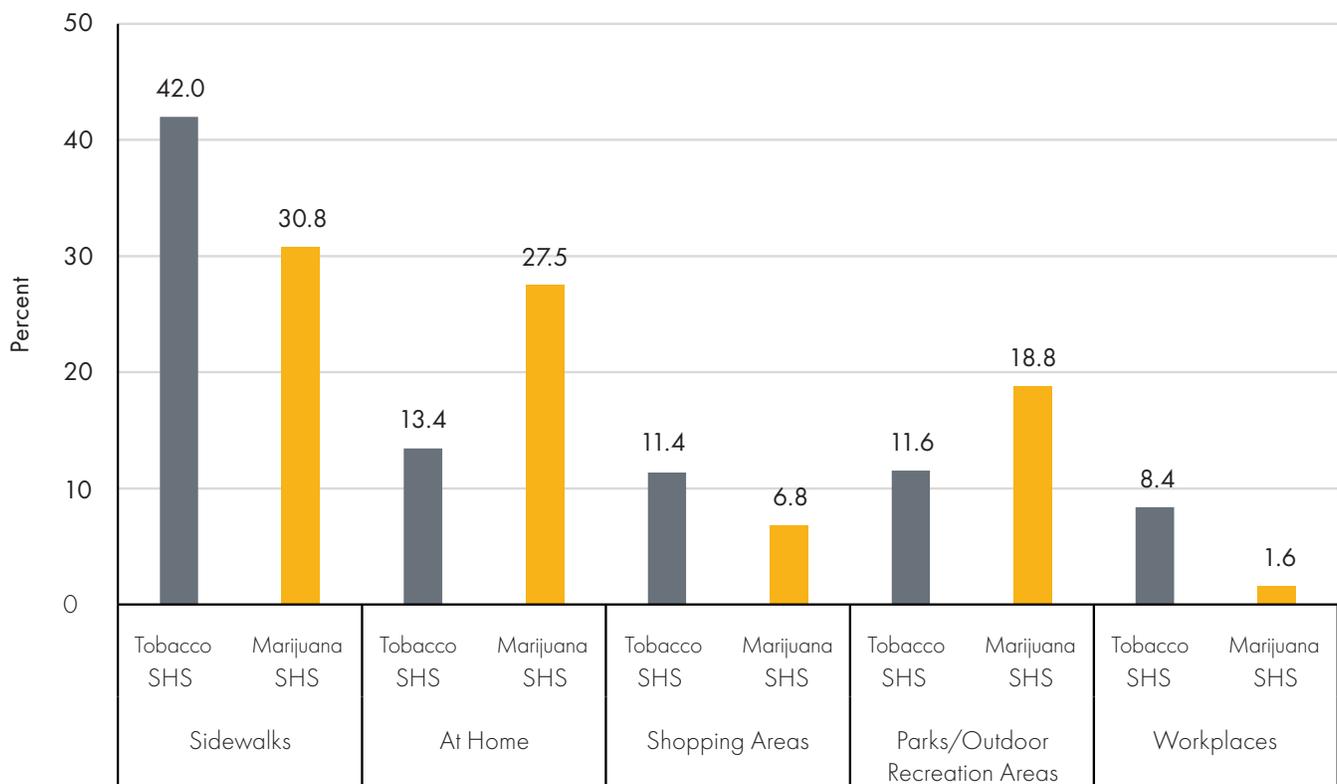
Tobacco and Marijuana Secondhand Smoke Exposure in California

- 60% of California adults report being exposed to tobacco SHS in the past two weeks. ^[18]
- 50% of California adults report being exposed to marijuana SHS in the past two weeks. ^[18]

SHS Exposure by Location

The most common location of recent exposure to marijuana SHS is on sidewalks, ^[18] followed by in the home, ^[18] and at parks and outdoor recreation areas ^[18] (Fig. 1). More people report recent exposure to marijuana SHS than tobacco SHS in the home, ^[18] at parks, ^[18] and other outdoor or recreation areas ^[18].

Figure 1. Percentage of adults aged 18-64 exposed to tobacco SHS or marijuana SHS by location of most recent exposure (among those individuals who report recent exposure).



Data: 2019 Online California Adult Tobacco Survey, Wave 1 and 2.

The U.S. Surgeon General continues to warn the public that there is no safe level of exposure to secondhand smoke. Comprehensive smokefree ordinances can protect the public's health and provide everyone the right to breathe smokefree air.

References

1. U.S. Department of Health and Human Services, *The Health Consequences of Involuntary Exposure to Tobacco Smoke: A Report of the Surgeon General*, U.S. Department of Health and Human Services, Center for Disease Control and Prevention,, , Editor. 2006, Coordinating Center for Helath Promotion, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health: Atlanta, GA.
2. Moir, D., Rickert, W. S., Lefebvre, G., Larose, Y., Maertens, R., White, P., & Desjardins, S., A Comparison of Mainstream and Sidestream Marijuana and Tobacco Cigarette Smoke Produced Under Two Machine Smoking Conditions. *Chemical Research in Toxicology*, 2008. **21**(2): p. 494-502.
3. Reproductive and Cancer Hazard and Assessment Branch, *Evidence on the Carcinogenicity of Marijuana Smoke*, C.E.P.A. Office of Environmental Health Hazard Assessment, Editor. 2009.
4. Section 22950.5(c), in California Business and Professions Code.
5. California Health and Safety Code Section 11362.3 (a).
6. Cummings, K.M., et al., Marketing to America's youth: evidence from corporate documents. *Tobacco Control*, 2002. **11**(suppl 1): p. i5-i17.
7. Boonn, A., *State Cigarette Excise Tax Rates & Rankings*. 2016, Campaign for Tobacco Free Kids: Washington, D.C.
8. Leatherdale, S.T. and J.M. Strath, Tobacco retailer density surrounding schools and cigarette access behaviors among underage smoking students. *Annals of Behavioral Medicine*. **33**(1): p. 105-111.
9. McCarthy, W.J., et al., Density of Tobacco Retailers Near Schools: Effects on Tobacco Use Among Students. *American Journal of Public Health*, 2009. **99**(11): p. 2006-2013.
10. Public Resources Code Section 5008.10.
11. Moreland-Russell, S., et al., Disparities and Menthol Marketing: Additional Evidence in Support of Point of Sale Policies. *International Journal of Environmental Research and Public Health*, 2013. **10**(10): p. 4571-4583.
12. Balbach, E.D., R.J. Gasior, and E.M. Barbeau, R.J. Reynolds' Targeting of African Americans: 1988–2000. *American Journal of Public Health*, 2003. **93**(5): p. 822-827.
13. Chuang, Y.-C., et al., Effects of neighbourhood socioeconomic status and convenience store concentration on individual level smoking. *Journal of Epidemiology and Community Health*, 2005. **59**(7): p. 568-573.
14. Peterson, N.A., et al., Tobacco outlet density and demographics at the tract level of analysis in New Jersey: A statewide analysis. *Drugs: Education, Prevention and Policy*, 2011. **18**(1): p. 47-52.
15. Henriksen, L., et al., Reaching youth at the point of sale: cigarette marketing is more prevalent in stores where adolescents shop frequently. *Tobacco Control*, 2004. **13**(3): p. 315-318.
16. Henriksen, L., et al., Is adolescent smoking related to the density and proximity of tobacco outlets and retail cigarette advertising near schools? *Preventive Medicine*, 2008. **47**(2): p. 210-214.
17. Business and Professions Codes Section 26200.
18. California Department of Public Health, California Tobacco Control Program. Online California Adult Tobacco Survey 2019 (Wave 1 and 2). Sacramento, CA: California Department of Public Health; 2020.

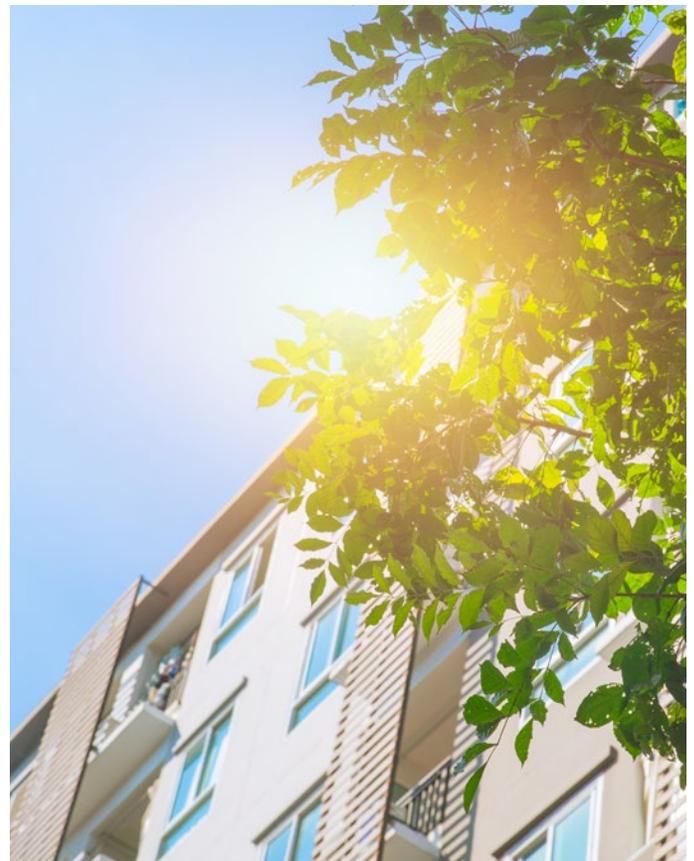


REGULATING SMOKING IN MULTI-UNIT HOUSING



Exposure to secondhand smoke is not just a discomfort and an annoyance, but a serious health hazard.¹

For tenants and owners of multi-unit housing, such as apartments and common interest communities, commercial tobacco smoke from a neighboring unit that infiltrates their homes can pose a daily problem.² As a result, many local governments, housing authorities, and property owners of multi-unit housing are taking proactive steps to prevent or eliminate secondhand smoke from infiltrating living space and to provide housing that is 100 percent smoke-free. This guide provides basic guidelines to communities about policies that address secondhand smoke infiltration in multi-unit housing.³



The Public Health Law Center has created this series of legal technical assistance guides to serve as a starting point for organizations interested in implementing certain tobacco control measures. We encourage you to consult with local legal counsel before attempting to implement these measures.⁴ For more details about these policy considerations, please contact the Center.

Policy Benefits

A smoke-free policy for a multi-unit housing complex, such as an apartment building or common interest community, can benefit all parties concerned — residents, as well as landlords and property owners.

- **Protection from Secondhand Smoke:** Secondhand smoke travels through lighting fixtures, cracks in walls, around plumbing, under doors, and in shared heating/ventilation. Drifting smoke outdoors can travel into nearby windows, doors, and ventilation systems. Tobacco smoke exposes users and bystanders to serious health risks, such as lung cancer, cardiovascular disease, asthma attacks, respiratory infections, sudden infant death syndrome, and other conditions.⁵ Air quality experts have concluded that “the only means of avoiding health effects and eliminating indoor [environmental tobacco smoke] exposure is to ban all smoking activity inside and near buildings.”⁶ The most important benefit of a smoke-free housing policy is that it enables residents, employees, and other visitors to breathe air free of hazardous secondhand smoke.
- **Market Advantage:** Surveys show that a growing number of residents and owners are seeking smoke-free housing and are willing to pay more to ensure their home environments are smoke-free.⁷ Apartments, and units in common interest communities that smell of smoke are harder to rent and sell.
- **Reduced Costs:** Smoke-free housing policies can save landlords and property owners excess building maintenance costs, because cleaning and replacement expenses are significantly higher in units with residents who smoke. Depending on the length of residency and amount of smoking in a unit, turnover costs can be hundreds of dollars higher for units in which smoking has occurred. All of the following can add to these costs: cleaning or repainting walls; cleaning or replacing carpets, drapes, appliances and fixtures exposed to smoke; or replacing floors and countertops burned by cigarettes.⁸
- **Reduced Fire Risk:** The use of cigarettes and other combustible tobacco products is a leading cause of residential building fires and a cause of almost a quarter (23 percent) of annual home fire deaths.⁹ A smoke-free policy reduces the risk of fire and provides increased safeguards to tenants and their property.
- **Positive Modeling:** Multi-unit housing developments are often highly visible within a community. Thus, when a development adopts a smoke-free policy, the public, local government and organizations learn of the benefits of such a policy and may be encouraged to adopt similar measures in other settings. Moreover, since children and youth

often reside in multi-unit housing developments, a smoke-free policy can help reduce youth initiation through positive modeling behavior.

- **Legal Liability:** The rise of smoke-free housing policies has spurred an increased awareness of the legal liability of landlords, management companies, condominium associations, co-op owners and residents who smoke to prevent secondhand smoke exposure.¹⁰ Lawsuits related to secondhand smoke exposure in housing include claims based on legal theories such as nuisance, warranty of habitability, and quiet enjoyment.¹¹ In addition, residents with pre-existing physical conditions aggravated by secondhand smoke may file complaints under disability laws, such as the Fair Housing Act.¹²

Policy Elements

An effective smoke-free housing policy typically includes the following elements:

- An introduction that explains the policy's purpose.
- Clear, consistent definitions of important terms, such as "smoking," "smoke," "premises," and "common area," to help ensure that the policy is interpreted, implemented, and enforced in ways that effectively protect the entire community within a building or complex.
 - A comprehensive definition of smoking would include the use of electronic cigarettes and lighted or heated tobacco, nicotine, or other plant products, including hookah and marijuana.
- Description of who must comply, such as tenants, guests, employees, and business visitors.
- Disclaimers that the landlord, management company, or homeowners association is not acting as a guarantor of the policy. This provision helps protect landlords, management companies, or homeowners associations of smoke-free buildings from claims brought by tenants injured as a result of unknown policy violations.
- A provision allowing one tenant to bring a claim directly against another tenant based on secondhand smoke intrusion. The non-smoking tenant could get a court order requiring the tenant who smokes to take action to stop the smoke infiltration.
- Graduated enforcement provisions that provide warnings, cessation information and opportunities for residents to remedy violations before more punitive measures are taken, such as fines or eviction.¹³

- Clear guidelines related to enforcement, including the following:
 - Where the policy will be enforced (e.g., in common areas, units, balconies, patios, outdoor areas, and/or setbacks from entrances)
 - How it will be enforced (e.g., through verbal warnings, warning letters, fines, and/or eviction)
 - The responsibilities of property managers, including requirements to post warning signs and consistently enforce the policy
 - The responsibilities of tenants, including an obligation to notify guests and visitors of the policy and to report violations)
 - A requirement that smoke-free leases and agreements be signed by both parties (e.g., the tenant and the landlord)

Other Policy Considerations

Some jurisdictions encourage or require landlords, management companies, or homeowners associations to adopt smoke-free policies in multi-unit dwellings. Before adopting a smoke-free policy, landlords, management companies, or homeowners associations should review the local laws to ensure that the property's smoke-free policy will complement any existing requirements.

Smoke-free Affordable Housing. The trend toward smoke-free affordable housing is accelerating. In recent years, multiple federal agencies and the Surgeon General have encouraged the development of smoke-free affordable housing.¹⁴ Significantly, the U.S. Department of Housing and Urban Development (HUD) now prohibits smoking in all public housing, meaning that individuals may no longer smoke in individual units, common areas, or within 25 feet of residential and administrative public housing buildings.¹⁵ Some public housing authorities are also requiring mixed-finance properties and project-based housing voucher properties to be smoke-free, and some are making their smoke-free policies stricter than HUD requires (by, for example, prohibiting e-cigarette use).¹⁶ Landlords that accept individual Housing Choice Vouchers may adopt smoke-free policies of their own.¹⁷ For more information about this rule, visit the [HUD website](#) or read HUD's *Smoke-free Public Housing Rule: An Overview*.

Low Income Housing Tax Credit. The [Low Income Housing Tax Credit](#) program provides federal tax credits to states and local government units to stimulate the development of affordable housing.¹⁸ Local governments can develop criteria for the type of housing they want in their communities. States such as California,¹⁹ Maine,²⁰ Minnesota,²¹ and New Hampshire,²² as well as cities such as Minneapolis and St. Paul, Minnesota,²³ have included the adoption of smoke-



free policies for proposed building projects as mandatory prerequisites or as optional criteria for consideration in the awarding of tax credits.

Requiring Smoke-free Multi-Unit Housing. Some jurisdictions prohibit smoking in multi-unit housing. In Belmont, California, for example, smoking is not allowed in common areas, individual units of multi-unit housing, or outdoors within 20 feet of windows or doors.²⁴ As of March 2021, the only such policies are city or county policies in California. A list of jurisdictions with these policies in place is available from the [American Nonsmokers' Rights Foundation](#).²⁵

Disclosing Smoking Policies for Multi-Unit Buildings. A growing number of communities are requiring that multi-unit rental apartment buildings and common interest communities disclose their smoking policies to prospective tenants and buyers. For example, Oakland, California,²⁶ and the State of Oregon²⁷ have passed laws that require the owners of rental apartment buildings to disclose the smoking policies for their buildings, whether the policies are smoking permitted, smoking restricted, or smoke-free. The laws do not mandate that units be smoke-free; they simply require that prospective tenants be notified of the smoking policies and location of smoking and non-smoking units. The Oakland ordinance also requires that sellers of condominiums disclose the smoking policy for the unit and the complex.²⁸ When a smoke-free or smoking permitted disclosure statement is included in a standard lease for multi-unit dwellings, tenants are alerted to living environments that may be hazardous to their health.

Disclosure policies are not as effective in protecting public health as policies that prohibit smoking, but they can serve a role in alerting policymakers to the dangers of secondhand smoke in residential settings and provide prospective tenants or buyers with helpful information.

Examples of Select Policies

Below are examples of smoke-free policies in select multi-unit housing locations. If you consider adapting any language from these policies, take care to ensure the provision in question is practical and legal in your jurisdiction. Please note that the Public Health Law Center does not endorse or recommend any of the following policies. These examples are included simply to illustrate how different multi-unit housing developments have approached the smoke-free issue.

Name	Location	Sample Policy
California Apartment Association	California	Sample Smoke-free Lease Addendum
Breathe Easy Maine	Maine	Model Smoke-free Policies and Other Documents
Smoke-Free Apartments	Maryland	Rental Model Smoke-free Lease Addendum for Multi-Unit Dwellings Common Interest Community Model Smoke-free Lease Addendum for Multi-Unit Dwellings
Live Smoke Free	Minnesota	Model Smoke-free Policies and Other Documents
Utah Department of Health	Utah	Model Smoke Free Policies and Related Documents

Other Helpful Resources

The [Public Health Law Center](#) has a [web page](#) containing several publications and resources on smoke-free policies in apartments, [condominiums](#), [affordable housing](#), and other multi-unit dwellings, and best practices for smoke-free policies. In addition, the site includes a Minnesota-specific [Model Smoke-Free Lease Addendum \(2020\)](#); [Model Smoke-Free Condo Policy \(2020\)](#); and information on [Smoke-Free Tribal Housing Policies \(2020\)](#); [Smoke-free Multi-Unit Housing: Equitable Enforcement Strategies \(2020\)](#); and [Marijuana in Multi-Unit Residential Settings \(2019\)](#). Other organizations, such as [Americans for Nonsmokers' Rights](#), have [web pages](#) containing the latest news and resources on smoke-free housing initiatives.

Contact Us

Please feel free to contact the Public Health Law Center at publichealthlaw@mitchellhamline.edu with any questions about the information included in this guide or to discuss local concerns you may have about implementing such a policy.

This publication was prepared by the Public Health Law Center at Mitchell Hamline School of Law, Saint Paul, Minnesota. The Center provides information and technical assistance on law and policy issues related to public health. The Center does not provide legal advice or enter into attorney-client relationships, and this document should not be considered legal advice. This publication was made possible by funding from Clean Air for All: The Smoke-Free Public Housing Project and the Robert Wood Johnson Foundation. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of Clean Air for All or the Foundation.

Endnotes

- 1 U.S. DEP'T OF HEALTH & HUMAN SERVS., THE HEALTH CONSEQUENCES OF SMOKING — 50 YEARS OF PROGRESS: A REPORT OF THE SURGEON GENERAL (2014), <https://www.hhs.gov/sites/default/files/consequences-smoking-exec-summary.pdf>.
- 2 The Public Health Law Center recognizes that traditional and commercial tobacco are different in the ways they are planted, grown, harvested, and used. Traditional tobacco is and has been used in sacred ways by Indigenous communities and tribes for centuries. Comparatively, commercial tobacco is manufactured with chemical additives for recreational use and profit resulting in disease and death. For more information visit: <http://www.keepitsacred.itcml.org>. When the word "tobacco" is used throughout this document, a commercial context is implied and intended.
- 3 This publication contains general guidelines on smoke-free housing that could apply to all multi-unit housing types, including common interest communities and rental properties, including condominium associations, as well as tenants and property managers.
- 4 The information contained in this document is not intended to constitute or replace legal advice.
- 5 U.S. DEP'T OF HEALTH & HUMAN SERVS., *supra* note 1, at 2-4.
- 6 AM. SOC'Y OF HEATING, REFRIGERATING & AIR-CONDITIONING ENG'RS, ASHRAE POSITION DOCUMENT ON ENVIRONMENTAL TOBACCO SMOKE 5 (2020), https://www.ashrae.org/File%20Library/About/Position%20Documents/pd_environmental-tobacco-smoke-2020-07-1.pdf.
- 7 SMOKEFREE HOUSING PROJECT, A LANDLORD'S GUIDE TO NO-SMOKING POLICIES 5, https://www.co.lincoln.or.us/sites/default/files/fileattachments/health_amp_human_services/page/4327/landlordguide.pdf.
- 8 Rachel E. Wilbur et al., *12 Smoke-Free Multiunit Housing Policy: Caretakers' Perspectives on Economic and Personal Impacts*, INT'L J. ENV'T RSCH. PUB. HEALTH 8092, 8093 (2015), <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4515710/pdf/ijerph-12-08092.pdf> ("Few studies ... have attempted to document the actual cost savings achieved at properties with a smoke-free MUH policy. Ong et al. found that properties with a comprehensive smoke-free policy experienced fewer smoking-related costs than properties with a partial or non-existent smoke-free policy, with properties experiencing average smoking-related costs of \$282 per unit. Further, in a study of affordable housing properties in North Carolina, property managers reported that turnover costs are on average \$348 higher in units where tenants have smoked.").
- 9 MARTY AHRENS, NAT'L FIRE PROT. ASS'N, HOME FIRES STARTED BY SMOKING 1 (2019), <https://www.nfpa.org/-/media/Files/News-and-Research/Fire-statistics-and-reports/US-Fire-Problem/Fire-causes/ossmoking.ashx>.

- 10 Susan Schoenmarklin, Tobacco Control Legal Consortium, *Infiltration of Secondhand Smoke into Condominiums, Apartments and Other Multi-Unit Dwellings: 2009* (2009), <https://publichealthlawcenter.org/sites/default/files/resources/tclc-syn-condos-2009.pdf>.
- 11 *Id.* at 4-10.
- 12 Fair Housing Act, 42 U.S.C. §§ 3601-3631. The Fair Housing Act prohibits discrimination against people with disabilities, including those with severe breathing problems. It applies to owners and operators of most housing, including apartments and project-based housing vouchers and other HUD-assisted housing.
- 13 Public Health Law Center, *Smoke-free Multi-unit Housing: Equitable Enforcement Strategies* (2020), <https://www.publichealthlawcenter.org/sites/default/files/resources/SF-MUH-Equitable-Enforcement-Strategies.pdf>.
- 14 FED. HEALTHY HOMES WORK GRP., *ADVANCING HEALTHY HOUSING: A STRATEGY FOR ACTION* (2013), https://www.hud.gov/sites/documents/STRATPLAN_FINAL_11_13.PDF; U.S. DEP'T OF HOUSING & URBAN DEV., *LEADING OUR NATION TO HEALTHIER HOMES: THE HEALTHY HOMES STRATEGIC PLAN* (2009), https://www.hud.gov/sites/dfiles/HH/documents/hh_strategic_plan_web_posting.pdf; Unnumbered Letter from Tammye Treviño, Administrator, Housing and Community Facilities Program, to State Directors Rural Development, November 21, 2012, http://www.carh.org/wp-content/uploads/2015/08/MC_RD-SmokeFreePolicy.pdf.
- 15 U.S. DEP'T OF HOUSING & URBAN DEV., *SMOKE-FREE POLICY RECOMMENDED CHECKLIST*, https://www.hud.gov/sites/documents/2_SMOKEF_POLICYCHECKLIST.PDF.
- 16 *Id.*; *Smokefree Public Housing — One Year Later*, AM. NONSMOKERS' RIGHTS FOUND. (July 11, 2019), <https://no-smoke.org/smokefree-public-housing-one-year-later>.
- 17 See *Smokefree Public Housing — One Year Later*, *supra* note 16.
- 18 *Low-income Housing Tax Credits*, U.S. DEP'T OF HOUSING & URBAN DEV., <https://www.huduser.gov/PORTAL/datasets/lihtc.html> (last updated June 5, 2020).
- 19 CAL. CODE REGS. tit. 4, § 10325(c)(8)(C) (2019).
- 20 99-346 Me. St. Hous. Auth. § 5(L) (2020).
- 21 LIVE SMOKE FREE, *LOW-INCOME HOUSING TAX CREDITS IN MINNESOTA 1* (2020), <https://mnsmokefreehousing.org/wp-content/uploads/Low-Income-Housing-Tax-Credits-in-MN.pdf>.
- 22 N.H. Hous. Fin. Auth. 109.06(I) (2020).
- 23 LIVE SMOKE FREE, *LOW-INCOME HOUSING TAX CREDITS IN MINNESOTA 1* (2020), <https://mnsmokefreehousing.org/wp-content/uploads/Low-Income-Housing-Tax-Credits-in-MN.pdf>.
- 24 BELMONT, CAL., MUNICIPAL CODE § 20.5-3(a)(3)-(4) (2021).
- 25 AM. NONSMOKERS' RIGHTS FOUND., *U.S. LAWS FOR 100% SMOKEFREE MULTI-UNIT HOUSING* (2021), <https://no-smoke.org/wp-content/uploads/pdf/smokefreemuh.pdf>.
- 26 OAKLAND, CAL., MUNICIPAL CODE § 8.30.050 (2021)..
- 27 OR. REV. STAT. § 90.220(4) (2021).
- 28 OAKLAND, CAL., MUNICIPAL CODE § 8.30.050 (2021).



Matrix of Smokefree Multi-Unit Housing Policies in California

March 2022

California municipalities are at the forefront of expanding smokefree air protections by adopting policies that regulate smoking in multi-unit housing in order to create healthier living environments for residents by reducing exposure to drifting secondhand smoke.

This matrix provides an overview of key policy provisions in the 90 California municipalities that have enacted ordinances that **at minimum** regulate smoking in private units of multi-unit housing. Overall, 185 California municipalities regulate smoking in multi-unit housing to some extent. The municipalities not included on this matrix have enacted policies that regulate smoking in multi-unit housing to a lesser extent than in private units (i.e. indoor common areas, outdoor common areas, and/or outdoor private use areas like balconies and patios) or limit the regulation of smoking to publically owned/affordable multi-unit housing.

Note: This matrix includes **both** policies that are on the PETS website, which is current through March 31, 2021, **and** more recently enacted and analyzed policies that are not yet in the PETS database. Jurisdictions with new or updated policy provisions on this matrix, but not yet on PETS, are denoted by ~. The matrix does not include policies that have not yet been analyzed by ANRF staff. See note on last page for further info.

90 California municipalities have enacted ordinances that regulate smoking in private units of multi-unit housing (MUH):*

- **38** municipalities require all MUH properties with 2 or more units to be 100% smokefree indoors—both rental units **and** condominium/owner-occupied units—and including e-cigarette use and marijuana smoking/vaping.** The names of municipalities with these strongest policies are in **bold**.
- **52** municipalities require all MUH properties with 2 or more units to be 100% smokefree indoors for tobacco—both rental units **and** condominium/owner-occupied units—but may not fully include e-cigarette use and/or marijuana smoking/vaping in the policy.
- **10** municipalities require all **rental** MUH properties with 2 or more units to be 100% smokefree indoors **but** exempt some or all condominium/owner-occupied units.
- **19** municipalities have partial policies that require some, but not all, units or buildings to be smokefree, or contain other exemptions such as allowing existing residents to continue smoking in their unit. These weaker, partial policies are in [blue text](#).

* The 90 municipalities that regulate smoking in private units of multi-unit housing to some extent cover **5,112,610 Californians**, or **13%** of the state population.

** The 38 municipalities with the strongest multi-unit housing laws cover **1,988,512 Californians**, or **5.1%** of the state population.

See Definitions and Explanatory Notes starting on page 9.

		Policy Provisions								
Municipality	County	Key Enactment Date	Effective Date (Phase-in Time)	Population	Minimum # of Units	% of Units Smokefree	Exempts Existing Residents	Includes Condos	Includes E-Cigarette Use	Includes Smoking/Vaping Marijuana
1. Alameda	Alameda	11/15/2011	1/1/2013 (13.5 months)	78,522	2	100%	No	Yes	Yes	Yes
2. Albany	Alameda	2/21/2017	3/24/2018 (13 months)	19,804	2	100%	No	Yes	Yes	Yes
3. Baldwin Park	Los Angeles	11/2/2011	6/21/12 new, 12/2/14 existing (3 years)	75,892	2	100% new/ 80% existing	No	Yes	Yes	Smoking Prohibited
4. Bell Gardens	Los Angeles	10/14/2019	6/1/2021 (20 months)	42,421	3	100%	No	Yes	Yes	Yes
5. Belmont	San Mateo	10/9/2007	1/8/2009 (15 months)	27,097	2	100%	No	Yes	Yes	Yes
6. Belvedere	Marin	10/10/2016	11/9/2017 (13 months)	2,134	2	100%	No	Yes	Yes	Yes
7. Benicia	Solano	12/3/2019	9/2/2020 (9 months)	28,192	2	100%	No	Yes	Yes	Yes
8. Berkeley~	Alameda	12/17/2013, 10/27/2020	5/1/2014 (4.5 months)	121,485	2	100%	No	Yes	Yes	Yes
9. Beverley Hills	Los Angeles	10/3/2017	1/1/2019 (15 months)	34,186	2	100%	No	Yes	Yes	Vaping Prohibited
10. Brisbane	San Mateo	11/3/2016	6/3/2017 (6.5 months)	4,697	2	100%	No	Yes	Yes	Medical Use Exempt
11. Burbank	Los Angeles	10/5/2010	5/1/2011 (7 months)	103,703	2	N/S ¹	No	Yes	No (Not Addressed)	Yes

		Policy Provisions								
Municipality	County	Key Enactment Date	Effective Date (Phase-in Time)	Population	Minimum # of Units	% of Units Smokefree	Exempts Existing Residents	Includes Condos	Includes E-Cigarette Use	Includes Smoking/Vaping Marijuana
12. Burlingame	San Mateo	8/17/2015	2/13/2016 (6 months)	30,576	2	100%	No	No	No (Not Addressed)	Medical Use Exempt
13. Calabasas	Los Angeles	1/16/2008	1/1/2012 (4 years)	23,988	2	80%	Yes	No	Yes	Yes
14. Clayton	Contra Costa	5/1/2018	5/1/2019 (12 months)	12,083	2	100%	No	Yes	Yes	Yes
15. Compton	Los Angeles	10/25/2011	1/1/2013 (14 months)	96,803	3	100%	No	Yes	Yes	Yes
16. Concord	Contra Costa	1/7/2020	1/1/2021 (12 months)	129,183	2	100%	No	Yes	Yes	Yes
17. Contra Costa County^	Contra Costa	3/13/2018	7/1/2019 (15.5 months)	177,494	2	100%	No	Yes	Yes	Yes
18. Corte Madera~	Marin	5/6/2014, 5/4/2021	12/2/14 new, 6/5/15 existing (13 months)	9,838	2	100%	No	Yes	Yes	Yes
19. Cotati	Sonoma	10/13/2015	1/1/2017 (14.5 months)	7,454	2	100%	No	Yes	Yes	Medical Use Exempt
20. Crescent City	Del Norte	11/16/2020	1/1/21 new, 1/1/22 existing (14 months)	6,676	2	100%	No	Yes	Yes	Yes
21. Culver City	Los Angeles	10/27/2014	5/26/2016 (19 months)	39,169	2	100%	No	Yes	Specifically Exempt	Smoking Prohibited
22. Cupertino~	Santa Clara	6/16/2021	10/1/2021 (3.5 months)	60,257	2	100%	No	Yes	Yes	Yes
23. Daly City	San Mateo	10/22/2012	1/21/2014 (15 months)	106,677	2	100%	No	No	Yes	Yes
24. Danville	Contra Costa	11/17/2015	5/1/2016 (5.5 months)	44,605	3	100%	No	Yes	Yes	Yes
25. Dublin	Alameda	7/19/2011	1/1/2013 (17.5 months)	61,240	16	75%	No	No	Yes	Yes

		Policy Provisions								
Municipality	County	Key Enactment Date	Effective Date (Phase-in Time)	Population	Minimum # of Units	% of Units Smokefree	Exempts Existing Residents	Includes Condos	Includes E-Cigarette Use	Includes Smoking/Vaping Marijuana
26. El Cerrito	Contra Costa	10/7/2014	10/1/2015 (12 months)	25,398	2	100%	No	Yes	Yes	Yes
27. El Monte	Los Angeles	1/19/2016	8/19/2017 (19 months)	115,517	3	100%	No	Yes	Yes	Medical Use Exempt
28. Emeryville	Alameda	9/17/2018	7/1/2019 (9.5 months)	11,899	2	100%	No	Yes	Yes	Yes
29. Fairfax	Marin	6/1/2011	9/1/2012 (15 months)	7,578	4	75%	No	No	Yes	Yes
30. Firebaugh	Fresno	5/20/2019	7/1/2019 (1.5 months)	8,300	2	100%	No	Yes	Yes	Yes
31. Foster City	San Mateo	11/17/2014	11/5/2015 (11.5 months)	33,997	N/S	100%	No	Yes	Yes	Yes
32. Fremont	Alameda	12/6/2016	2/1/2017 (2 months)	235,740	2	100% new/ 0% existing	No	Yes	Yes	Yes
33. Glendale	Los Angeles	5/28/2013	6/27/2013 (1 month)	200,232	2	100% new/ 0% existing	No	Yes	No (Not Addressed)	Yes
34. Half Moon Bay	San Mateo	10/16/2018	1/15/2020 (15 months)	12,834	2	100%	No	Yes	Yes	Medical Vaping Exempt
35. Healdsburg	Sonoma	5/6/2019	5/6/2020 (12 months)	11,845	2	100%	No	Yes	Yes	Yes
36. Hercules	Contra Costa	5/14/2019	7/1/2020 (14 months)	25,616	10	100%	No	Yes	Yes	Yes
37. Huntington Park	Los Angeles	3/5/2012	7/1/2013 (16 months)	58,353	2	100% rental/ 80% condos	Yes, condos	80%	Yes	Yes
38. Jurupa Valley~	Riverside	2/4/2021	3/6/21 new, 8/3/21 designated units (6 months)	105,653	3	100% new/ designated existing units	Yes	No	Yes	Yes

		Policy Provisions								
Municipality	County	Key Enactment Date	Effective Date (Phase-in Time)	Population	Minimum # of Units	% of Units Smokefree	Exempts Existing Residents	Includes Condos	Includes E-Cigarette Use	Includes Smoking/Vaping Marijuana
39. Lafayette	Contra Costa	11/12/2013	2/10/2014 (3 months)	26,305	3	100% new/ 0% existing	Yes	Yes	Specifically Exempt	No (Not Addressed)
40. Larkspur	Marin	4/20/2011	5/20/11 new, 11/17/11 existing (7 months)	12,319	2	100% new/ 80% existing	Yes	Yes	No (Not Addressed)	Yes
41. Loma Linda	San Bernardino	6/24/2008	1/1/2012 (3.5 years)	24,184	2	70%	Yes	No	No (Not Addressed)	Smoking Prohibited
42. Los Gatos	Santa Clara	5/26/2016	6/25/2017 (13 months)	30,729	2	100%	No	No	Yes	Yes
43. Manhattan Beach	Los Angeles	10/20/2015	5/5/2017 (18.5 months)	35,500	3	100%	No	Yes	Yes	Yes
44. Marin County^	Marin	5/22/2012	2/16/13 new, 8/20/13 existing (15 months)	68,252	2	100% new/ 80% existing	No	Yes	Specifically Exempt	Medical Use Exempt
45. Mill Valley	Marin	10/19/2015	11/18/2016 (13 months)	14,330	2	100%	No	Yes	Yes	Yes
46. Millbrae	San Mateo	7/23/2019	1/1/2020 (5 months)	22,625	2	100%	No	Yes	Yes	Yes
47. Milpitas~	Santa Clara	6/15/2021	1/1/2022 (6.5 months)	79,517	2	100%	No	Yes	Yes	Yes
48. Moorpark	Ventura	12/20/2017	2/1/2019 (13.5 months)	36,372	2	100%	No	No	Yes	Yes
49. Morro Bay	San Luis Obispo	4/28/2020	8/1/2020 (3 months)	10,578	2	100%	No	Yes	Yes	Yes
50. Mountain View~	Santa Clara	6/8/2021	1/1/2022 (6.5 months)	81,656	3	100%	No	Yes	Yes	Yes
51. Novato	Marin	1/24/2017	1/1/2018 (11 months)	55,642	2	100%	No	Yes	Yes	Yes

		Policy Provisions								
Municipality	County	Key Enactment Date	Effective Date (Phase-in Time)	Population	Minimum # of Units	% of Units Smokefree	Exempts Existing Residents	Includes Condos	Includes E-Cigarette Use	Includes Smoking/Vaping Marijuana
52. Oakley	Contra Costa	2/11/2014	4/1/2014 (1.5 months)	41,324	2	100% new/ 0% existing	No	Yes	No (Not Addressed)	Vaping Exempt
53. Pacific Grove	Monterey	12/18/2019	10/1/2021 (21.5 months)	15,522	2	100%	No	Yes	Yes	Yes
54. Pacifica	San Mateo	9/9/2019	10/9/2020 (13 months)	38,984	2	100%	No	Yes	Yes	Yes
55. Palo Alto~	Santa Clara	1/9/2017	1/1/2018 (12 months)	66,573	2	100%	No	Yes	Yes	Smoking Prohibited
56. Pasadena	Los Angeles	7/11/2011	1/1/2013 (18 months)	141,258	2	100%	No	Yes	No (Not Addressed)	Yes
57. Petaluma	Sonoma	1/28/2013	1/1/2014 (11 months)	60,767	2	100%	No	Yes	Yes	Yes
58. Pinole	Contra Costa	9/17/2019	10/18/2019 (1 month)	19,279	2	100%	No	Yes	Yes	No (Not Addressed)
59. Pleasant Hill	Contra Costa	4/5/2010	4/5/10 new, 1/1/16 existing (5 years)	34,840	4	100% new/ 50% existing	No	No	Yes	Vaping Prohibited
60. Pleasanton	Alameda	9/5/2017	10/4/2018 (13 months)	81,717	2	100%	No	No	Yes	Medical Use Exempt in Outdoor area
61. Rancho Cordova	Sacramento	10/5/2020	10/5/2021 (12 months)	73,147	2	100%	No	Yes	Yes	Yes
62. Redwood City	San Mateo	11/13/2017	1/1/2019 (13.5 months)	85,784	2	100%	No	Yes	Yes	Yes
63. Richmond	Contra Costa	7/21/2009	1/1/2011 (17.5 months)	109,884	2	100%	No	Yes	Yes	Medical Smoking Exempt
64. Rohnert Park	Sonoma	1/23/2018	4/23/2018 (3 months)	42,902	2	100%	No	Yes	Yes	Yes

		Policy Provisions								
Municipality	County	Key Enactment Date	Effective Date (Phase-in Time)	Population	Minimum # of Units	% of Units Smokefree	Exempts Existing Residents	Includes Condos	Includes E-Cigarette Use	Includes Smoking/Vaping Marijuana
65. Ross	Marin	1/11/2019	2/9/2020 (13 months)	2,290	2	100%	No	Yes	Yes	Yes
66. San Anselmo	Marin	12/9/2014	1/8/2016 (13 months)	12,525	2	100%	No	Yes	Yes	Yes
67. San Bruno	San Mateo	11/22/2016	2/22/2018 (15 months)	43,083	2	100%	No	Yes	Yes	Yes
68. San Carlos	San Mateo	4/8/2019	7/8/2020 (15 months)	30,154	2	100%	No	Yes	Yes	Yes
69. San Mateo	San Mateo	7/17/2017	8/16/2017 (1 month)	104,333	2	100%	No	Yes	Yes	Yes
70. San Mateo County^	San Mateo	11/4/2014	2/4/2016 (15 months)	65,392	2	100%	No	Yes	Yes	Specifically Exempt
71. San Pablo	Contra Costa	2/18/2020	7/1/2021 (16.5 months)	30,967	2	100%	No	No	Yes	Yes
72. San Rafael	Marin	10/15/2012	11/14/2013 (13 months)	58,775	3	100%	No	Yes	Specifically Exempt	No (Not Addressed)
73. Santa Clara	Santa Clara	2/5/2019	8/1/2019 (6 months)	127,721	2	100%	No	Yes	Yes	Yes
74. Santa Clara County^	Santa Clara	11/9/2010	2/9/2012 (15 months)	83,699	2	100%	No	Yes	Yes	No (Not Addressed)
75. Santa Monica	Los Angeles	10/23/2012	11/22/2012 (1 month)	91,577	N/S	100% new/ Designated existing units	Yes	Yes	Yes	Yes
76. Santa Rosa	Sonoma	7/7/2015	8/7/2016 (13 months)	179,701	2	100%	No	Yes	Yes	Yes
77. Saratoga	Santa Clara	8/17/2016	9/16/2016 (1 month)	30,697	4	100%	No	No	Yes	Yes
78. Sausalito	Marin	7/31/2012	2/27/13 new, 8/30/13 existing (13 months)	7,116	2	100% new/ 80% existing	No	Yes	Yes	Medical Smoking Exempt

		Policy Provisions								
Municipality	County	Key Enactment Date	Effective Date (Phase-in Time)	Population	Minimum # of Units	% of Units Smokefree	Exempts Existing Residents	Includes Condos	Includes E-Cigarette Use	Includes Smoking/Vaping Marijuana
79. Sebastopol	Sonoma	8/3/2010	11/2/2011 (15 months)	7,760	2	100%	No	Yes	Yes	Medical Use Exempt
80. Sonoma	Sonoma	11/8/2016	12/12/2016 (1 month)	11,075	2	100%	No	Yes	Yes	Yes
81. Sonoma County^	Sonoma	9/13/2011	1/12/2013 (16 months)	142,067	2	100%	No	Yes	No (Not Addressed)	No (Not Addressed)
82. South Pasadena	Los Angeles	8/4/2010	3/3/11 new, 9/4/13 existing (3 years)	25,661	2	100% new/ 80% existing	No	Yes	Yes	Yes
83. South San Francisco	San Mateo	11/9/2016	11/9/2017 (12 months)	67,408	2	100%	No	Yes	Yes	Yes
84. Sunnyvale	Santa Clara	2/23/2016	9/23/2016 (7 months)	152,770	2	100%	No	Yes	Yes	Yes
85. Temecula	Riverside	5/8/2007	11/8/07 new, 6/7/12 existing (5 years)	113,381	10	25%	Yes	N/S	No (Not Addressed)	Medical Use Exempt
86. Tiburon	Marin	7/18/2018	10/18/2018 (3 months)	9,144	3	100%	No	Yes	Yes	Yes
87. Union City	Alameda	11/23/2010	2/23/2012 (15 months)	74,722	2	100%	No	No	Yes	Yes
88. Walnut Creek	Contra Costa	10/1/2013	1/30/2014 (4 months)	69,567	2	100%	No	Yes	Yes	Medical Vaping Exempt
89. West Hollywood~	Los Angeles	4/19/2021	5/19/2021 (1 month)	36,450	3	100% new/ 0% existing	No	Yes	Specifically Exempt	Smoking and Vaping Exempt
90. Windsor	Sonoma	5/17/2017	8/15/2017 (3 months)	27,447	2	100%	No	Yes	Yes	Yes

Explanatory Notes:

Policies that require all rental **and** condominium/owner-occupied properties with 2 or more units to be 100% smokefree—and include e-cigarette use and marijuana smoking/vaping—are in **bold**.

Policies that require all rental **and** condominium/owner-occupied properties with 2 or more units to be 100% smokefree—whether or not the policy addresses e-cigarette use and marijuana smoking/vaping—have a blue background.

Policies that require MUH units to be 100% smokefree but apply to buildings with 3 or more units, or do not fully include e-cigarette use and/or marijuana smoking/vaping in the policy—are not bolded.

Partial policies that require less than 100% of rental units to be smokefree are listed in [blue text](#).

^ = Policy applies only to unincorporated areas of the county. Population listed is for unincorporated areas of the county.

~ = Jurisdiction has new or updated policy provisions not yet available on the PETS website.

N/S = Not Specified: The law does not provide details on this policy provision.

¹ = Smoking prohibited in multi-unit buildings when units share heating or cooling systems.

Note: ANRF is aware of additional smokefree housing policies enacted in jurisdictions—including Alameda County, Fresno, and Marin County—which will be added to the matrix once the policies have undergone PETS analysis.

Definitions:

Key Enactment Dates: The date of the jurisdiction's primary policy addressing smoking in units of MUH, as well as the dates of any significant amendments to the policy. Jurisdictions may have enacted multiple policies regulating smoking in MUH. **Effective Date:** The final date when the primary policy is in full effect. Policies often have an initial effective date for when common areas and newly occupied units must be smokefree, and a final effective date when the policy is in effect for residents living in the building at the time the policy is enacted.

Phase-in Time: The length of time between the policy's enactment date and when it went into full effect. The phase-in time does not reflect the unknown date in the future when buildings will be 100% smokefree for policies that exempt existing residents indefinitely.

Minimum # of Units: The minimum number of units in MUH buildings that are necessary for the policy to apply. The best practice is for policies to apply to MUH buildings with 2 or more units.

% of Units Smokefree: The percent of units in MUH buildings that are required to be smokefree when the law is fully in effect. The best practice is for policies to require 100% of units in all MUH buildings to be smokefree. If a policy has different requirements for new units versus existing units, the percentages are specified as “X% new, Y% existing.”

Existing Residents Exempt: Indicates if the policy allows residents living in MUH buildings at the time the law is adopted to continue smoking in their unit indefinitely. This exemption is often referred to as a grandfathering provision.

Includes Condos: Indicates if the policy covers condominiums, townhomes, and other types of owner-occupied MUH buildings.

Includes E-Cigarettes: Indicates if policy regulates the use of electronic smoking devices, like e-cigarettes and other vaping products, in the same manner as it regulates smoking tobacco. As of 2016, the [California Business and Professions Code Section 22950.5\(c\)](#) defines smoking to include the use of an electronic smoking device. This matrix reflects the language included in each municipal policy, some of which do not address the use of these products or include exemptions that may not be consistent with current state definitions.

Includes Marijuana: Indicates if policy regulates smoking and vaping marijuana/cannabis in the same manner as it regulates smoking tobacco. Since 2017, [California Health and Safety Code Section 11362.1\(2\)](#) prohibits smoking marijuana/cannabis in almost all locations where smoking tobacco is prohibited, including residential areas. This matrix reflects the language included in each municipal policy, some of which do not address marijuana/cannabis or include exemptions that may not be consistent with current state definitions.

ANR Foundation is actively collecting policies for the PETS Database. **If you know of local laws that you think should be included in this matrix**, or want to inquire about additional information on particular laws, please contact the ANR Foundation at PETS-TA@no-smoke.org.

© 2022, California Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the California Department of Public Health.



TITLE

Contract Award for the Green Island Road Rule 20A/B Utility Undergrounding Project (TR16-0703).

RECOMMENDATION

Adopt a Resolution taking the following actions in conjunction with Green Island Rule 20A/B Utility Undergrounding Project:

1. Awarding a construction contract to St. Francis Electric, LLC in the amount of \$1,766,867,
2. Awarding a construction contract for overhead utility service conversions to RC Electric, Inc. in the amount of \$29,175.46,
3. Authorizing the City Manager to enter into an agreement with Consor North America, Inc. for construction management services in an amount not to exceed \$250,000, and
4. Authorizing the Public Works Director to approve Contract Change Orders in an aggregate amount not to exceed the Project Budget in conjunction with the Green Island Road Rule 20A/B Utility Undergrounding Project (TR16-0703).

CONTACT

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

BACKGROUND & ANALYSIS

Overall design of the Green Island Road Reconstruction and Widening Project (TR16-0700) is ongoing and nearing completion. As part of the road project, the section of Green Island Road from Commerce Boulevard to Paoli Loop will be widened to improve existing, and provide new transportation facilities, including three traffic lanes (two travel lanes and one center turn lane), and a dedicated Class I trail. Existing utility poles and the overhead wireline facilities on them conflict with the proposed roadway improvements, and therefore need to be relocated. The relocation process has been undertaken via Rule 20 of the California Public Utilities Commission, and consequently the formation of the Green Island Road Underground Utility District (UUD) No. 1. As part of this process, staff has worked with the various utility companies (Pacific Gas and Electric, AT&T, Comcast, and CableCom), and has completed the design of an underground joint trench project into which the overhead facilities will be relocated to. Staff has subsequently completed the bid package for the Green Island Road Rule 20A/B Utility Undergrounding Project (TR16-0703).

The City solicited competitive bids for the Project on September 26, 2022. The Engineer's Estimate

was \$1,820,000. On November 1, 2022, the following bids were received and publicly read aloud:

Bidder	Total Bid Amount
St. Francis Electric, LLC	\$1,766,867.00
Smith Dennison Construction Co.	\$2,333,101.00
Teichert Utilities	\$2,361,200.00
A&B Construction	\$2,882,188.00
Veteran Pipeline Construction	\$3,540,601.00

The bid submitted by St. Francis Electric, LLC in the amount of \$1,766,867.00 was the apparent low bid. Staff has reviewed the bid from St. Francis Electric and found it to be both responsive and responsible. Staff has verified the contractor's qualifications including valid Class A license, DIR registration, and references, and found them to be satisfactory and acceptable. The prices of the bid items reflect reasonable and customary costs of completing the work. In addition, the construction contract includes a Project Labor Agreement (Agreement) between the City and the Napa-Solano Building and Construction Trades Council. The purpose of the Agreement is to promote the efficiency of construction operations for the City of American Canyon through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project covered by this Agreement. St. Francis Electric, LLC will be required to sign the Agreement as part of their construction contract.

Staff recommends the Council award a construction contract to St. Francis Electric, LLC in the amount of \$1,766,867.00 in conjunction with the Green Island Road Rule 20A/B Utility Undergrounding Project (TR16-0703). If approved, and weather permitting, construction is likely to begin in January 2023, and should be completed by May 2023.

Additionally, the utility undergrounding effort also involves the conversion of existing overhead utility services to properties within the UUD. There are four (4) such properties for the Project. Given the nature and timing of this effort, staff pursued the work under a separate contract. Staff solicited proposals via the informal bid process, and determined the proposal from RC Electric, Inc. to be the lowest responsible and responsive bid. Staff recommends the Council award a construction contract for overhead utility service conversions to RC Electric, Inc. in the amount of \$29,175.46 in conjunction with the Green Island Road Rule 20A/B Utility Undergrounding Project (TR16-0703).

Lastly, at the start of Project design, the City had solicited proposals for Design and Construction Management Services for the Project, for which Consor North America, Inc. (Consor; formerly Quincy Engineering, Inc.) was ultimately selected. However, the City elected to enter into an agreement for the Design services component only because of the anticipated time that would elapse until the Construction Management services were needed, which would have likely rendered Consor's proposal outdated. The City's intention was to execute the agreement with Consor for construction phase services at a future date. Hence, staff recently requested an updated proposal

for Construction Management services from Consor, and has received a scope of services and fee that staff has reviewed and found to be acceptable. Staff recommends the Council authorize the City Manager to enter into an agreement with Consor North America, Inc. for construction management services in an amount not to exceed \$250,000 in conjunction with the Green Island Road Rule 20A/B Utility Undergrounding Project (TR16-0703).

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

The FY 2022-23 Capital Budget currently provides for a Project Budget of \$3,271,975. Fund sources include TIF (Fund 320; \$72,000), the Green Island CFD Special Tax (Fund 281; \$3,040,000), and revenues from Utility Underground In-Lieu fees (Fund 380; \$160,000).

The cost for the Rule 20 utility undergrounding Project is estimated as follows:

Expense Items	Amount
Construction – Joint Trench	\$1,766,867
Construction Management & Inspection	\$250,000
Material Testing Services	\$90,000
Service Conversions	\$30,000
Contingency (20%)	\$430,000
Total Construction Budget	\$2,570,000

The above allocations for the undergrounding project would result in a remaining balance of approximately \$700,000 in the Project Budget. Other Project activities/expenditures for the fiscal year include:

1. Completing design of the road project and advertisement of the construction contract (award is currently scheduled for Fiscal Year 23/24).
2. Working with NHA on the second bond issuance to procure the remaining funding available from the GIR CFD.

The noted project budget balance is sufficient for the above activities.

ENVIRONMENTAL REVIEW

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

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

ATTACHMENTS:

1. [Resolution - Green Island Road Utility Project](#)

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON

1) AWARING A CONSTRUCTION CONTRACT TO ST. FRANCIS ELECTRIC, LLC IN THE AMOUNT OF \$1,766,867, 2) AWARING A CONSTRUCTION CONTRACT TO RC ELECTRIC, INC. IN THE AMOUNT OF \$29,175.46.00 AND 3) AUTHORIZING THE PUBLIC WORKS DIRECTOR TO APPROVE CONTRACT CHANGE ORDERS IN AN AGGREGATE AMOUNT NOT TO EXCEED THE PROJECT BUDGET IN CONJUNCTION WITH THE GREEN ISLAND ROAD RULE 20A/B UTILITY UNDERGROUNDING PROJECT (TR16-0703)

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

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

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

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

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

WHEREAS, the Engineer’s Estimate for the Project is \$1,820,000; and

WHEREAS, the City solicited competitive bids for the Project on September 26, 2022, and on November 1, 2022, the following bids were received and publicly read aloud:

Bidder	Total Bid Amount
St. Francis Electric, LLC	\$1,766,867.00
Smith Dennison Construction Co.	\$2,333,101.00
Teichert Utilities	\$2,361,200.00
A&B Construction	\$2,882,188.00
Veteran Pipeline Construction	\$3,540,601.00

;and

WHEREAS, staff has reviewed the bid from St. Francis Electric, LLC and found it to be both responsive and responsible; and

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

WHEREAS, staff has verified the contractor’s qualifications including valid Class A license, DIR registration, and references, and found them to be satisfactory and acceptable; and

WHEREAS, staff also informally solicited three (3) competitive bids for the conversion of existing overhead services to four (4) properties, and received the following proposals:

Bidder	Total Bid Amount
RC Electric, Inc.	\$29,175.46.00
Pinnacle Power	\$33,551.78.00
Napa Valley Electric	Non-responsive

;and

WHEREAS, staff has reviewed the bid from RC Electric, Inc. and found it to be both responsive and responsible; and

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

WHEREAS, staff has verified the contractor’s qualifications including valid license, DIR registration, and references, and found them to be satisfactory and acceptable; and

WHEREAS, Consor North America, Inc. (Conсор; previously Quincy Engineering, Inc.) had been previously selected for both Design and Construction Management Services for the Project; and

WHEREAS, due to the elapsed time, staff has requested an updated proposal from Consor for Construction Management Services; and

WHEREAS, Consor has provided an updated scope of services with a corresponding fee of \$248,600, which staff has reviewed and found to be satisfactory and acceptable; and

WHEREAS, the Project is in the FY22-23 Capital Budget, and has a Project Budget of \$3,271,975, which includes \$72,000 from Fund 320 (TIF), \$3,040,000 from Fund 281 (CFD Special Tax), and \$160,000 from Fund 380 (Utility Undergrounding In-Lieu fees); and

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

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

WHEREAS, a public hearing for consideration of the Project and its IS/MND was noticed and held on October 1, 2019, before the City Council, which at that meeting determined 1) based upon the record that the Project will not have a significant effect upon the environment if the mitigation measures listed in the MND and MMRP are implemented; 2) adopted the IS/MND for the Project; 3) adopted the MMRP for the

Project, and 4) directed staff to file a Notice of Determination for the Project consistent with the CEQA Guidelines; and

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

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

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of American Canyon hereby 1) awards a construction contract to St. Francis Electric, LLC in the amount of \$1,766,867, 2) awards a construction contract for overhead utility service conversions to RC Electric, Inc. in the amount of \$29,175.46.00, 3) authorizes the City Manager to enter into an agreement with Consor North America, Inc. for construction management services in an amount not to exceed \$250,000, and 4) authorizes the Public Works Director to approve Contract Change Orders in an aggregate amount not to exceed the Project Budget in conjunction with the Green Island Road Rule 20A/B Utility Undergrounding Project (TR16-0703).

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

AYES:
NOES:
ABSTAIN:
ABSENT:

Leon Garcia, Mayor

ATTEST:

Taresa Geilfuss CMC, City Clerk



TITLE

Playground Replacement Project (PR21-0100)

RECOMMENDATION

Adopt a Resolution taking the following actions in conjunction with the Playground Replacement Project:

1. Authorizing a budget transfer from the Park Impact Fee Fund (310-85-450-48310) to the Capital Project Fund (350-85-450-37390) in the amount of \$351,980.00;
2. Approving Award of Construction and Equipment Purchase Agreement with Miracle PlaySystems, Inc. for CIP Project No. PR21-0100 (Playground Replacement Project) for Linwood Park, Via Bellagio Park, and Northampton Park for an amount not to exceed \$679,892.00; and
3. Authorizing the Public Works Director to approve and execute contract change orders in an aggregated amount not to exceed the project budget in conjunction with the Playground Replacement Project (PR21-0100).
4. Approve California Environmental Quality Act (CEQA) exemption pursuant to CEQA Guidelines Section 15302 for replacement and reconstruction of existing facilities.

CONTACT

Alexandra Ikeda, Parks and Recreation Director
Erica Ahmann Smithies, P.E., Public Works Director

BACKGROUND & ANALYSIS

In partnership with the American Canyon Community and Parks Foundation (ACCPF), the City of American Canyon was awarded the State of California, Department of Parks and Recreation 2018 Parks Bond Act Per Capita Grant in the amount of \$177,912. This project identified playground replacements at Via Bellagio Park, Linwood Park, and Northampton Park.

The Playground Replacement Project (PR21-0100) was approved by City Council on June 21, 2022, as part of the Five-Year Capital Improvement Project (CIP) List - in the amount of \$327,912.

After receiving feedback from community members and the Council on desired design features, staff and Miracle PlaySystems, Inc. developed project designs and engineer estimates for Linwood Park (Attachments 2 and 3), Via Bellagio Park (Attachments 4 and 5), and Northampton Park

(Attachments 6 and 7). Each playground design is unique and turn-key. Linwood Park and Via Bellagio Park are consistent with the concept developed as part of the CIP. Northampton Park contains universal and "all-access" play experiences to meet the accessibility needs of our community.

The Playground Replacement Project (PR21-0100) was presented and discussed at the Parks and Community Services Commission (PCS) meeting on Thursday, October 13, 2022. The Commission recommended the Council include all the proposed components outlined above.

The City Council reviewed the Project on November 1 and directed staff to proceed with the an all-access experience option. The Council also expressed interest in an expanded and/or more robust canopy structure as well as a different playground surface at Via Bellagio.

In accordance with the City of American Canyon Municipal Code Title 3, Chapter 3.12.270 D Exceptions to competitive bidding requirement, Council may authorize the execution of contracts for contractual services without observing the bidding procedures where the amount of the contract exceeds the value of five thousand dollars. Sourcewell's Cooperative Contracts (RFP 030117) (Attachment 8 and Attachment 9) are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/providence, municipal, K-12 and higher education, tribal government, and other public entities.

In accordance with the City of American Canyon Municipal Code Title 3, Chapter 3.12, staff is recommending the Council award an equipment purchase agreement to Miracle PlaySystems, Inc. in reliance on Sourcewell's award schedule to purchase and install playground equipment for the Playground Replacement Project (PR21-0100). The lead time for playground equipment and supplies can take 10 to 20 weeks, during this time, demolition, facility preparation, and onsite construction can take place to be ready for delivery and installation of the playground equipment. The additional options for canopy structures and a different playground surface at Via Bellagio will be brought back to Council for further discuss/action at a later date.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

The source of the current project budget is \$327,912, where \$177,912 is from the 2018 Parks Bond Act Per Capital Grant, \$25,000 from the LLAD Fund for Via Bellagio Park, and \$125,000 from the Park Impact Fee Fund.

An additional appropriation from the Park Impact Fee Fund of \$351,980 is necessary to cover the

proposed project budget of \$679,892.00. The Park Impact Fee Fund (310-85-450-48310) balance is sufficient to cover the appropriation.

Approving an increased project budget for CIP Project No. PR21-0100 will authorize a budget transfer from the Park Impact Fee Fund (310-85-450-48310) to the Capital Project Fund (350-85-450-37390) in the amount of \$351,980. This action will reduce the Park Impact Fee Fund balance for FY 22/23 from \$766,757 to \$414,777 and will increase the Capital Project Fund by \$351,980.

ENVIRONMENTAL REVIEW

15302 - The Project is exempt from review under the California Environmental Quality Act ("CEQA") under the Class 2 exemption of replacement or reconstruction of existing facilities of Section 15302 of Title 14 of the California Code of Regulations and said exemption is not negated by any exception under Section 15300.2 of said Regulations.

ATTACHMENTS:

1. [Resolution - for CIP PR21-0100](#)
2. [Linwood Park - Playground Design](#)
3. [Linwood Park - Engineer Estimate](#)
4. [Via Bellagio Park - Playground Design](#)
5. [Via Bellagio Park - Engineer Estimate](#)
6. [Northampton Park - Playground Design](#)
7. [Northampton Park - Engineer Estimate](#)
8. [Miracle PlaySystems, Inc. - Sourcewell Letter](#)
9. [Miracle PlaySystems, Inc - Sourcewell Contract](#)

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON 1) AUTHORIZING A BUDGET TRANSFER FROM THE PARK IMPACT FEE FUND (310-85-450-48310) TO THE CAPITAL PROJECT FUND (350-85-450-46110) IN THE AMOUNT OF \$351,980.00; 2) APPROVING AWARD OF CONSTRUCTION AND EQUIPMENT PURCHASE AGREEMENT WITH MIRACLE PLAYSYSTEMS, INC FOR CIP PROJECT NO. PR21-0100 (PLAYGROUND REPLACEMENT PROJECT) FOR LINWOOD PARK, VIA BELLAGIO PARK, AND NORTHAMPTON PARK FOR AN AMOUNT NOT TO EXCEED \$679,892.00; AND 3) AUTHORIZING THE PUBLIC WORKS DIRECTOR TO APPROVE AND EXECUTE CONTRACT CHANGE ORDERS IN AN AGGREGATED AMOUNT NOT TO EXCEED THE PROJECT BUDGET IN CONJUNCTION WITH THE PLAYGROUND REPLACEMENT PROJECT (PR21-0100).

WHEREAS, Linwood Park, Via Bellagio Park, and Northampton Park are important community amenities that provide recreational opportunities, contribute to the health and wellness of our community, and create valuable green space that is enjoyed and loved by all within the City of American Canyon; and

WHEREAS, the City of American Canyon, in partnership with the American Canyon Community and Park Foundation applied for the State of California, Department of Parks and Recreation 2018 Parks Bond Act Per Capita Grant (Per Capita Grant) and was awarded \$177,912.00 toward the purchase and installation of three playgrounds at Linwood Park, Via Bellagio Park, and Northampton Park; and

WHEREAS, the Per Capita Grant will partially fund the project that includes demolition, purchase of equipment, construction, and installation at all three park locations; and

WHEREAS, the Playground Replacement Project (PR21-0100) was approved by City Council on June 21, 2022, as part of the Five-Year Capital Improvement Project list in the Amount of \$327,912.00. The sources of that budget include \$177,912.00 from the Per Capita Grant, \$25,000.00 from the LLAD Fund for Via Bellagio Park, and \$125,000 from the Park Impact Fee Fund; and

WHEREAS, after receiving feedback from community members, the Parks and Community Services Commission, and City Council members on the desired playground design and features, City staff worked exclusively with Miracle PlaySystems, Inc. to include playground equipment that provides all access and universal play experiences for all; and

WHEREAS, staff received the Project Scope of Work, including the Engineer's Estimate for Demolition and Construction for each park location for the Project in the amount of \$679,892.00; and

WHEREAS, there are sufficient funds available in Park Impact Fee Fund 310-85-450-48310 to appropriate an additional \$351,980.00 to the project; and

WHEREAS, in accordance with the City of American Canyon Municipal Code Title 3, Chapter 3.12.270 D Exceptions to competitive bidding requirement, City Council may authorize the execution of contracts for contractual services without observing the bidding procedures where the amount of the contract exceeds the value of five thousand dollars; and

WHEREAS, Sourcewell's Cooperative Contracts (RFP 030117) are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/providence, municipal, K-

12 and higher education, tribal government, and other public entities; and

WHEREAS, in accordance with the City of American Canyon Municipal Code Title 3, Chapter 3.12, staff is recommending the City award an equipment purchase agreement to Miracle PlaySystems, Inc. in reliance on Sourcewell's award schedule to purchase and install playground equipment for CIP Project No. PR21-0100 in the amount not to Exceed \$679,892.00; and

WHEREAS, the playground equipment replacement for Linwood Park, Via Bellagio Park, and Northampton Park for the existing park equipment is considered a minor alteration to an existing facility. These project sites will not be located in an environmentally sensitive area and there are no cumulative impacts, unusual circumstances, or other factors that would make the exemption inapplicable.

NOW THEREFORE BE IT RESOLVED that the American Canyon City Council hereby finds that adoption of this resolution is exempt from the requirements of CEQA pursuant to Section 15302, Class 2, which exempts the replacement or reconstruction of existing facilities.

NOW THEREFORE BE IT FURTHER RESOLVED that the American Canyon City Council does hereby resolve as follows:

1. Authorizes a budget transfer from the Park Impact Fee Fund (310-85-450-48310) to the Capital Project Fund (350-85-450-46110) in the amount of \$351,980.00.
2. Approve Award of Construction and Equipment Purchase Agreement with Miracle PlaySystems, Inc. for CIP Project No. PR21-0100 (Playground Replacement Project) for Linwood Park, Via Bellagio Park, and Northampton Park for an amount not to exceed \$679,892.00.
3. Authorizes the Public Works Director to approve and execute Contract Change Orders in an aggregate amount not to exceed the Project Budget in conjunction with the Playground Replacement Project (PR21-0100).

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

AYES:
NOES:
ABSTAIN:
ABSENT:

Leon Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney

Linwood Park

American Canyon, CA

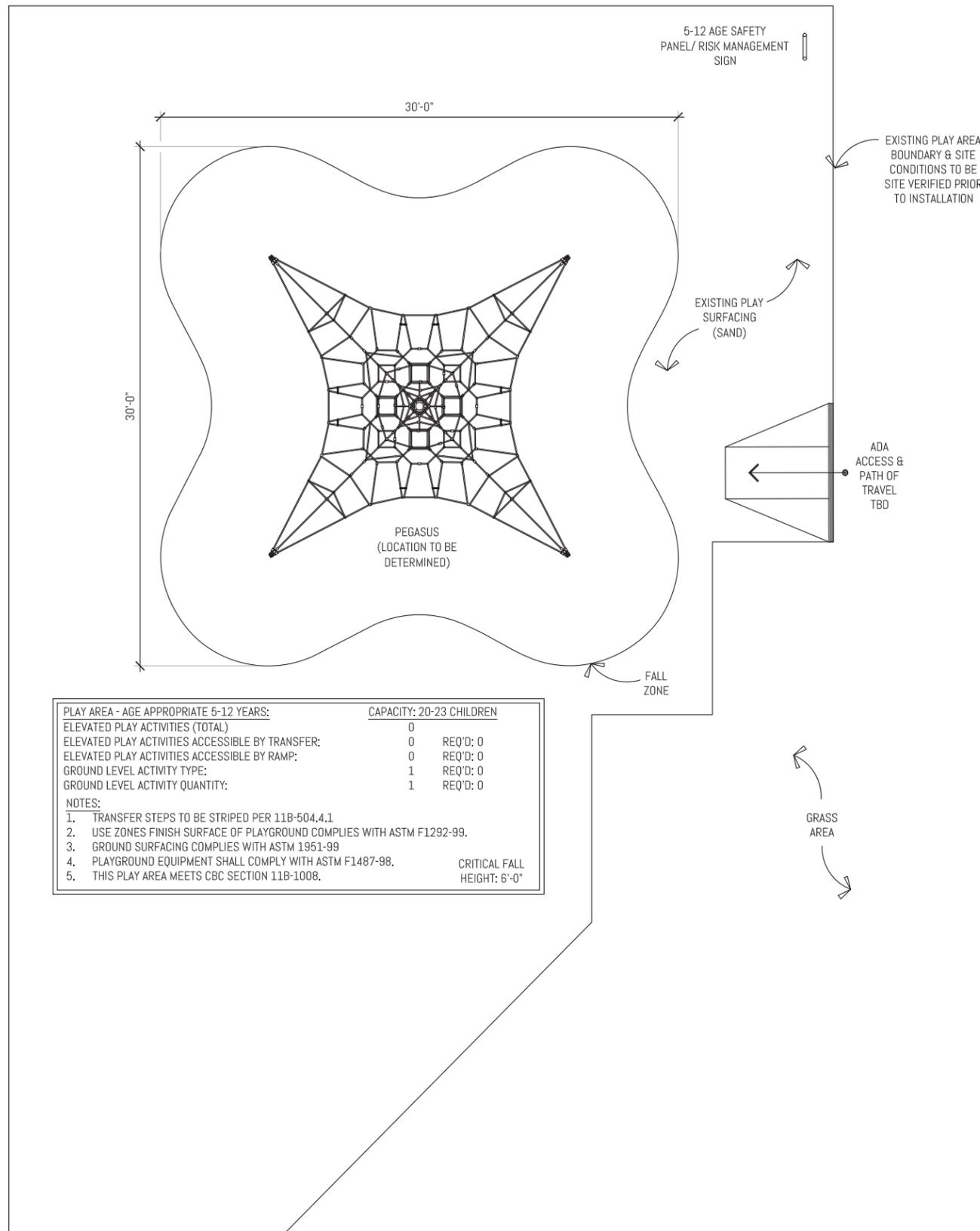
Prepared for: City of American Canyon



Prepared By

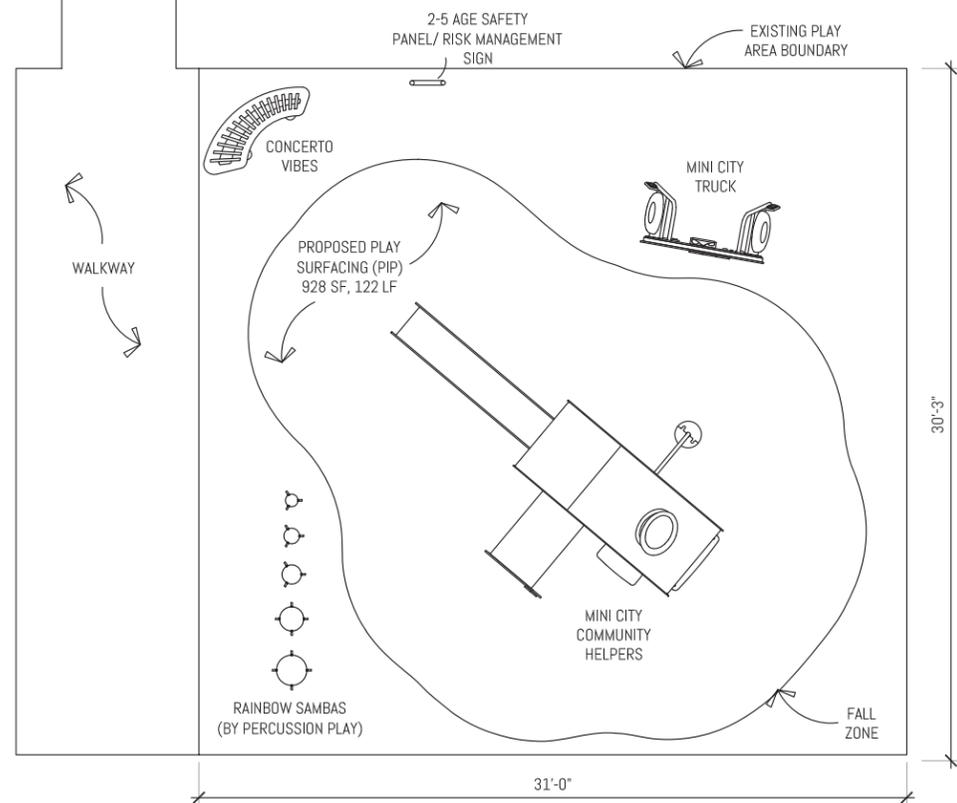
Karl Maniglia
Sales Account Manager
Miracle Play Systems Inc
karl@miracleplaygroup.com
(916)317-0545





PLAY AREA - AGE APPROPRIATE 5-12 YEARS:		CAPACITY: 20-23 CHILDREN	
ELEVATED PLAY ACTIVITIES (TOTAL)	0	REQ'D: 0	
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER:	0	REQ'D: 0	
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP:	0	REQ'D: 0	
GROUND LEVEL ACTIVITY TYPE:	1	REQ'D: 0	
GROUND LEVEL ACTIVITY QUANTITY:	1	REQ'D: 0	
NOTES:			
1. TRANSFER STEPS TO BE STRIPED PER 11B-504.4.1			
2. USE ZONES FINISH SURFACE OF PLAYGROUND COMPLIES WITH ASTM F1292-99.			
3. GROUND SURFACING COMPLIES WITH ASTM 1951-99			
4. PLAYGROUND EQUIPMENT SHALL COMPLY WITH ASTM F1487-98.			
5. THIS PLAY AREA MEETS CBC SECTION 11B-1008.			
		CRITICAL FALL HEIGHT: 6'-0"	

PLAY AREA - AGE APPROPRIATE 2-5 YEARS:		CAPACITY: 33-37 CHILDREN	
ELEVATED PLAY ACTIVITIES (TOTAL)	2	REQ'D: 1	
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER:	0	REQ'D: 0	
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP:	0	REQ'D: 0	
GROUND LEVEL ACTIVITY TYPE:	3	REQ'D: 1	
GROUND LEVEL ACTIVITY QUANTITY:	12	REQ'D: 1	
NOTES:			
1. TRANSFER STEPS TO BE STRIPED PER 11B-504.4.1			
2. USE ZONES FINISH SURFACE OF PLAYGROUND COMPLIES WITH ASTM F1292-99.			
3. GROUND SURFACING COMPLIES WITH ASTM 1951-99			
4. PLAYGROUND EQUIPMENT SHALL COMPLY WITH ASTM F1487-98.			
5. THIS PLAY AREA MEETS CBC SECTION 11B-1008.			
		CRITICAL FALL HEIGHT: 3'-6"	



NORTH



LINWOOD PARK

AMERICAN CANYON

LINEAR FEET:	PER AREA
CRITICAL FALL HEIGHT:	PER AREA

22_1089_LinwoodPark_003

SITE AREA:	PER AREA
SCALE:	1/8"=1'-0"

DATE: 08/24/2022

DRAWN BY: KD



ALL DRAWINGS ARE SUBJECT TO CHANGE AND SHOULD BE REVIEWED BEFORE FINAL SALE. ALL SITE DIMENSIONS WILL NEED TO BE VERIFIED PRIOR TO SALE AND INSTALLATION.



Colors Used In Renderings

-  Teal
-  Lime
-  Orange
-  Plum
-  Dark Brown
-  Blue
-  Forest Green

*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.



RAINBOW SAMBAS (BY PERCUSSION PLAY)

*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.



RAINBOW SAMBAS (BY PERCUSSION PLAY)

*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.



RAINBOW SAMBAS (BY PERCUSSION PLAY)

*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.

Job Number: 22-1089
Job: Linwood Park
Quote Name: Quote-22-1089-Linwood Park_003
Quote Number: Q-04018



Prepared by:
 KarlManiglia
 karl@miracleplaygroup.com

Terms: Net 30
Remit to: Miracle Playsystems, Inc.
 1276 S Main St., Salinas, CA 93901

Sub Total: \$106,518.00
Freight: \$2,899.20
Estimated Tax: \$4,835.37
Total: \$114,252.57

Miracle

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
EQUIP1	MIRACLE PLAY EQUIPMENT: MINI CITY AND MUSIC FOR AGES 2-5; PEGASUS CLIMBER FOR AGES 5-12 (PER DESIGN 003)	1	\$46,898.00	\$46,898.00	\$3,634.60

Percussion Play

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
EQUIP11	PERCUSSION PLAY EQUIPMENT: RAINBOW SAMBAS, GROUND FIX	1	\$3,105.00	\$3,105.00	\$240.64

Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B03	Pullback & Reinstall Existing Sand and Wood Fiber as Necessary	1	\$1,797.00	\$1,797.00	\$0.00

Linwood Park
 MIRACLE PLAYSYSTEMS, INC. – PO BOX 263, ALAMO, CA 94507 – (800) 879-7730 – (510) 893-2163 (FAX)
 CSL: 981433 (Exp Date 03/23) – DIR: 1000015853

Page 1 of 4

B20	Demo & Offhaul Existing Play Structure, Swings, and ADA Ramp	1	\$5,530.00	\$5,530.00	\$0.00
B15	Installation only of Miracle Play Structures: 22_1089_LinwoodPark_003. ADA Ramp not Included.	1	\$28,540.00	\$28,540.00	\$0.00

Rubber Surfacing

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
C3	928 sf of EnduraFlex with a color mix of 50% Black and 50% Standard Color TBD with AROMATIC urethane binder	928	\$13.35	\$12,388.80	\$960.13
C1	Installation of a 2.0" system comprised of a 1.5" cushion layer and a 0.5" wear layer accounting for up to a 4' fall height.	928	\$8.90	\$8,259.20	\$0.00

Sub Total: \$106,518.00
Total Freight: \$2,899.20
Total Estimated Tax: \$4,835.37
Grand Total: \$114,252.57

Company: _____

Signature: _____

Name: _____

Date: _____

Please confirm or edit order information below.

End User Company:
City of American Canyon

End User Contact:

End User Email:

Delivery Contact:

Delivery Email:

Delivery Phone:

Delivery Address:

Site Address:

285 Linwood Ln
American Canyon

Bill To Email:

Bill To:

City of American Canyon,
100 Benton Way,,
American Canyon, CA,
94503

Customer Reference #:

INDEMNITY

Client/Owner shall defend, indemnify and hold harmless Miracle Playsystems, Inc., its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle Playsystems, Inc., or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s); provided, however, Miracle Playsystems, Inc. duty to indemnify shall be limited to the percentage or the degree Miracle Playsystems, Inc. comparative negligence caused any damages.

STANDARD NOTES

- Price quotation is good for 30 days. Accurate color selections must be made in writing prior to equipment going into production. Colors to be confirmed with your local sales representative.
- PLEASE MAKE PURCHASE ORDER TO MIRACLE PLAYSYSTEMS, INC at PO Box 263 Alamo, CA 94507
- PLEASE REMIT CHECKS TO: MIRACLE PLAYSYSTEMS INC., 1276 S MAIN ST, SALINAS, CA 93901
- Please email/fax quotation with your signature to accept this quote and place order. Fax 510-893-2163 or email Info@MiraclePlayGroup.com
- Unless otherwise specified, Miracle Playsystems, Inc **DOES NOT** include the following in this proposal:
 - Engineered drawings
 - Installation of equipment or other site amenities
 - Specialty trades, equipment, power supply required to install equipment
- Any insurance requiring in excess of \$1M/\$2M per occurrence, special insurance coverage or wording, Prevailing/Certified wage rates, local permitting, bid/performance bonds, temp fencing, geo tech surveys, playground safety inspection, equipment offload, and testing services.
- Inspect equipment upon delivery. Color discrepancy must be reported at time of delivery. Installation constitutes acceptance of colors.
- Warranty does not cover labor for reinstallation.

TERMS & CONDITIONS

- Purchase contract terms & conditions of sale: The client/customer's acceptance and understanding of these terms & conditions and all other supporting documentation provided as part of this package is evidenced by signing of this estimate/quote.
- Payment terms: Standard terms (on approved credit), unless otherwise noted are 50% with order and balance to ship equipment (no retention). Should any changes be required to the products after order is placed, modifications or changes will be at client/customers expense. Miracle Playsystems, Inc maintains a no return policy and asks

Linwood Park
MIRACLE PLAYSYSTEMS, INC. — PO BOX 263, ALAMO, CA 94507 — (800) 879-7730 — (510) 893-2163 (FAX)
CSL: 981433 (Exp Date 03/23) — DIR: 1000015853

Page 3 of 4

all clients to determine feature, layout and color selection prior to ordering. Should any order be cancelled after production has started a 30% restocking fee will be charged to client. Credit card convenience fee is 3.5% which will be added to all credit card charges

- Lead times: Estimated lead times for the time the order is released into production until it is delivered will vary.
- **Lead times may currently be extended due to reasons such as supply chain issues, shipping delays, raw material shortages, and other COVID-19 related impacts.**
- Custom play feature lead times are determined on a case by case basis.

CONSTRUCTION SERVICES (if applicable)

Unless otherwise noted, we exclude responsibility for material delivery & offloading equipment, removal & disposal of packaging accumulated by equipment packaging, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts or delay of other trades, removal of spoils from job site, locating underground: utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples, CPSI. Conditions: Grades; stable, compacted & workable with 95% compaction and less than 1% grade, adequate access to site for labor, materials, tools and equipment. Estimate good for 90 days from quote or Dec. 31 of current calendar year, whichever comes first. Terms: Upon completion.

GENERAL TERMS

- THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN: Miracle Playsystems, Inc. objects to any other terms proposed by client, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Client authorizes Miracle Playsystems, Inc. to ship equipment and agrees to pay the total specified. Shipping terms are FOB the place of shipment via common carrier.
- Client and owner/operator agree to indemnify and hold Miracle Playsystems, Inc. harmless from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, resulting from any and all claims, liens, damages, actions, suits, judgments or settlements, injuries arising or alleged to arise out of their failure, or failure of architect, contractors, subcontractors, installers, employees, agents and assigns to assemble, install, inspect and/or maintain the play equipment and impact absorbing surfacing in full compliance with each manufacturers installation instructions and safety requirements and their misuse and/or alteration of the play equipment.

Company: _____

Signature: _____

Name: _____

Date: _____



Via Bellagio Park

American Canyon, CA

Prepared for: City of American Canyon

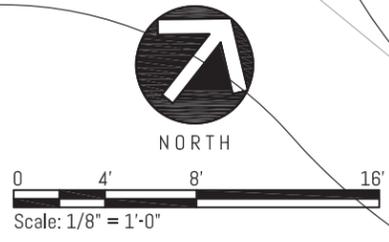
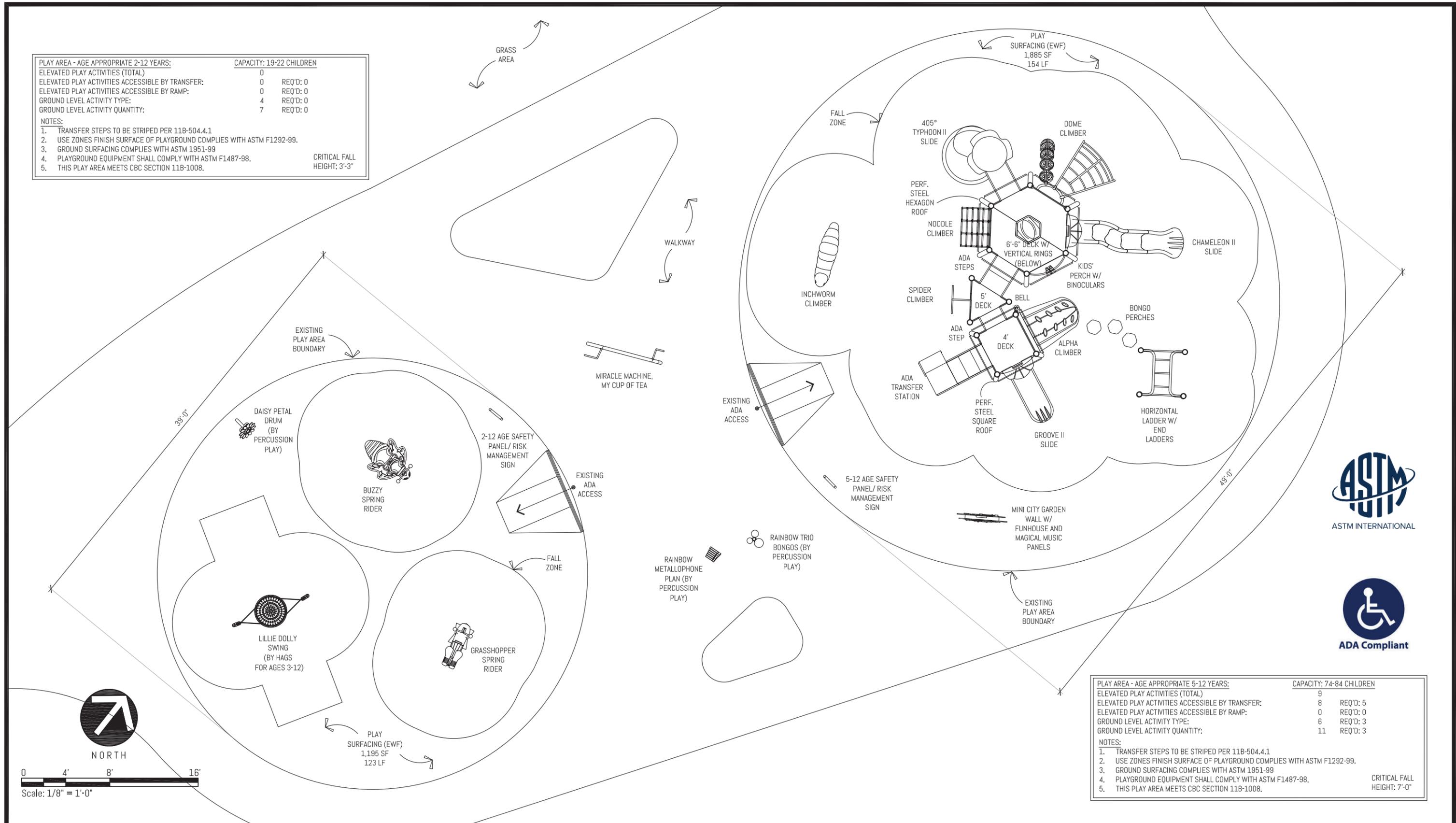


Prepared By

Karl Maniglia
Sales Account Manager
Miracle PlaySystems Inc
karl@miracleplaygroup.com
(916)317-0545



PLAY AREA - AGE APPROPRIATE 2-12 YEARS:		CAPACITY: 19-22 CHILDREN	
ELEVATED PLAY ACTIVITIES (TOTAL)	0	REQ'D: 0	
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER:	0	REQ'D: 0	
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP:	0	REQ'D: 0	
GROUND LEVEL ACTIVITY TYPE:	4	REQ'D: 0	
GROUND LEVEL ACTIVITY QUANTITY:	7	REQ'D: 0	
NOTES:			CRITICAL FALL HEIGHT: 3'-3"
1. TRANSFER STEPS TO BE STRIPED PER 11B-504.4.1			
2. USE ZONES FINISH SURFACE OF PLAYGROUND COMPLIES WITH ASTM F1292-99.			
3. GROUND SURFACING COMPLIES WITH ASTM 1951-99			
4. PLAYGROUND EQUIPMENT SHALL COMPLY WITH ASTM F1487-98.			
5. THIS PLAY AREA MEETS CBC SECTION 11B-1008.			



PLAY AREA - AGE APPROPRIATE 5-12 YEARS:		CAPACITY: 74-84 CHILDREN	
ELEVATED PLAY ACTIVITIES (TOTAL)	9	REQ'D: 5	
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER:	8	REQ'D: 0	
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP:	0	REQ'D: 0	
GROUND LEVEL ACTIVITY TYPE:	6	REQ'D: 3	
GROUND LEVEL ACTIVITY QUANTITY:	11	REQ'D: 3	
NOTES:			CRITICAL FALL HEIGHT: 7'-0"
1. TRANSFER STEPS TO BE STRIPED PER 11B-504.4.1			
2. USE ZONES FINISH SURFACE OF PLAYGROUND COMPLIES WITH ASTM F1292-99.			
3. GROUND SURFACING COMPLIES WITH ASTM 1951-99			
4. PLAYGROUND EQUIPMENT SHALL COMPLY WITH ASTM F1487-98.			
5. THIS PLAY AREA MEETS CBC SECTION 11B-1008.			

VIA BELLAGIO PARK

AMERICAN CANYON, CA

LINEAR FEET: PER AREA
CRITICAL FALL HEIGHT: PER AREA

22_1090_ViaBellagioPark_002

SITE AREA: PER AREA
SCALE: 1/8"=1'-0"

DATE: 08/19/2022

DRAWN BY: KD



ALL DRAWINGS ARE SUBJECT TO CHANGE AND SHOULD BE REVIEWED BEFORE FINAL SALE. ALL SITE DIMENSIONS WILL NEED TO BE VERIFIED PRIOR TO SALE AND INSTALLATION.



Ages 5-12

Colors Used In Renderings



Dark Gray



Anti-Microbial Desert Dunes



Tropical Yellow



Blue



Teal

*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.



Ages 5-12

*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.



Ages 5-12

*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.



Ages 5-12

*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.



Ages 5-12

*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.



LILLIE DOLLY SWING
(BY HAGS)

DAISY PETAL DRUM (BY PER-
CUSSION PLAY)

Ages 2-12

*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.



LILLIE DOLLY SWING
(BY HAGS)

RAINBOW
METALLOPHONE
& BONGOS (BY
PERCUSSION PLAY)

Ages 2-12

*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.

Job Number: 22-1090
Job: Via Bellagio Park
Quote Name: Quote-22-1090-Via Bellagio Park_002
Quote Number: Q-04004



Prepared by:
 KarlManiglia
 karl@miracleplaygroup.com

Terms: Net 30
Remit to: Miracle Playsystems, Inc.
 1276 S Main St., Salinas, CA 93901

Sub Total: \$144,564.23
Freight: \$10,550.16
Estimated Tax: \$7,366.42
Total: \$162,480.81

Miracle

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
EQUIP1	MIRACLE PLAY STRUCTURE FOR AGES 5-12, SPRING RIDERS AND OTHER FREESTANDING COMPONENTS PER DESIGN 002	1	\$84,386.00	\$84,386.00	\$6,539.92

Percussion Play

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
EQUIP11	DAISY PETAL DRUM, GROUND FIX	1	\$2,330.00	\$2,330.00	\$180.58
EQUIP11	RAINBOW METALLOPHONE, SURFACE FIX	1	\$1,885.00	\$1,885.00	\$146.09
EQUIP11	RAINBOW TRIO BONGOS, SURFACE FIX	1	\$1,455.00	\$1,455.00	\$112.77

Via Bellagio Park
 MIRACLE PLAYSYSTEMS, INC. – PO BOX 263, ALAMO, CA 94507 – (800) 879-7730 – (510) 893-2163 (FAX)
 CSL: 981433 (Exp Date 03/23) – DIR: 1000015853

HAGS

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
EQUIP6	LILLIE DOLLY SWING (ITEM #8070758), CAST-IN-PLACE, COLOR TBD	1	\$3,244.03	\$3,244.03	\$251.41

Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B03	Pullback & Reinstall Existing Wood Fiber as Necessary	1	\$1,778.00	\$1,778.00	\$0.00
B20	Demo & Offhaul Existing 2-5 and 5-12 Play Structures	1	\$10,226.00	\$10,226.00	\$0.00
B15	Installation only of Miracle 2-5 and 5-12 Play Structures: 22_1090_ViaBellagioPark_002	1	\$36,343.00	\$36,343.00	\$0.00

Wood Fiber Surfacing

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
C16	Wood Fiber Material Only	40	\$43.76	\$1,750.40	\$135.65
C13	Wood Fiber Blown In (Prevailing Wage Rate Applied)	40	\$29.17	\$1,166.80	\$0.00

Sub Total: \$144,564.23
Total Freight: \$10,550.16
Total Estimated Tax: \$7,366.42
Grand Total: \$162,480.81

Company: _____

Signature: _____

Name: _____

Date: _____

Via Bellagio Park
 MIRACLE PLAYSYSTEMS, INC. – PO BOX 263, ALAMO, CA 94507 – (800) 879-7730 – (510) 893-2163 (FAX)
 CSL: 981433 (Exp Date 03/23) – DIR: 1000015853

Please confirm or edit order information below.

End User Company:

City of American Canyon

End User Contact:

End User Email:

Delivery Contact:

Delivery Email:

Delivery Phone:

Delivery Address:

Site Address:

100 Via Bellagio

American Canyon

Bill To Email:

Bill To:

City of American Canyon,
100 Benton Way,,
American Canyon, CA,
94503

Customer Reference #:

INDEMNITY

Client/Owner shall defend, indemnify and hold harmless Miracle PlaySystems, Inc., its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle PlaySystems, Inc., or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s); provided, however, Miracle PlaySystems, Inc. duty to indemnify shall be limited to the percentage or the degree Miracle PlaySystems, Inc. comparative negligence caused any damages.

STANDARD NOTES

- Price quotation is good for 30 days. Accurate color selections must be made in writing prior to equipment going into production. Colors to be confirmed with your local sales representative.
- PLEASE MAKE PURCHASE ORDER TO MIRACLE PLAYSYSTEMS, INC at PO Box 263 Alamo, CA 94507
- PLEASE REMIT CHECKS TO: MIRACLE PLAYSYSTEMS INC., 1276 S MAIN ST, SALINAS, CA 93901
- Please email/fax quotation with your signature to accept this quote and place order. Fax 510-893-2163 or email Info@MiraclePlayGroup.com
- Unless otherwise specified, Miracle PlaySystems, Inc **DOES NOT** include the following in this proposal:
 - Engineered drawings
 - Installation of equipment or other site amenities
 - Specialty trades, equipment, power supply required to install equipment
- Any insurance requiring in excess of \$1M/\$2M per occurrence, special insurance coverage or wording, Prevailing/Certified wage rates, local permitting, bid/performance bonds, temp fencing, geo tech surveys, playground safety inspection, equipment offload, and testing services.
- Inspect equipment upon delivery. Color discrepancy must be reported at time of delivery. Installation constitutes acceptance of colors.
- Warranty does not cover labor for reinstallation.

TERMS & CONDITIONS

Via Bellagio Park

MIRACLE PLAYSYSTEMS, INC. – PO BOX 263, ALAMO, CA 94507 – (800) 879-7730 – (510) 893-2163 (FAX)
CSL: 981433 (Exp Date 03/23) – DIR: 1000015853

Page 3 of 4

- Purchase contract terms & conditions of sale: The client/customer’s acceptance and understanding of these terms & conditions and all other supporting documentation provided as part of this package is evidenced by signing of this estimate/quote.
- Payment terms: Standard terms (on approved credit), unless otherwise noted are 50% with order and balance to ship equipment (no retention). Should any changes be required to the products after order is placed, modifications or changes will be at client/customers expense. Miracle Playsystems, Inc maintains a no return policy and asks all clients to determine feature, layout and color selection prior to ordering. Should any order be cancelled after production has started a 30% restocking fee will be charged to client. Credit card convenience fee is 3.5% which will be added to all credit card charges
- Lead times: Estimated lead times for the time the order is released into production until it is delivered will vary.
- **Lead times may currently be extended due to reasons such as supply chain issues, shipping delays, raw material shortages, and other COVID-19 related impacts.**
- Custom play feature lead times are determined on a case by case basis.

CONSTRUCTION SERVICES (if applicable)

Unless otherwise noted, we exclude responsibility for material delivery & offloading equipment, removal & disposal of packaging accumulated by equipment packaging, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts or delay of other trades, removal of spoils from job site, locating underground: utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples, CPSI. Conditions: Grades; stable, compacted & workable with 95% compaction and less than 1% grade, adequate access to site for labor, materials, tools and equipment. Estimate good for 90 days from quote or Dec. 31 of current calendar year, whichever comes first. Terms: Upon completion.

GENERAL TERMS

- THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN: Miracle Playsystems, Inc. objects to any other terms proposed by client, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Client authorizes Miracle Playsystems, Inc. to ship equipment and agrees to pay the total specified. Shipping terms are FOB the place of shipment via common carrier.
- Client and owner/operator agree to indemnify and hold Miracle Playsystems, Inc. harmless from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, resulting from any and all claims, liens, damages, actions, suits, judgments or settlements, injuries arising or alleged to arise out of their failure, or failure of architect, contractors, subcontractors, installers, employees, agents and assigns to assemble, install, inspect and/or maintain the play equipment and impact absorbing surfacing in full compliance with each manufacturers installation instructions and safety requirements and their misuse and/or alteration of the play equipment.

Company: _____

Signature: _____

Name: _____

Date: _____



Via Bellagio Park
 MIRACLE PLAYSYSTEMS, INC. – PO BOX 263, ALAMO, CA 94507 – (800) 879-7730 – (510) 893-2163 (FAX)
 CSL: 981433 (Exp Date 03/23) – DIR: 1000015853

Northampton Park

American Canyon, CA

Prepared for: City of American Canyon



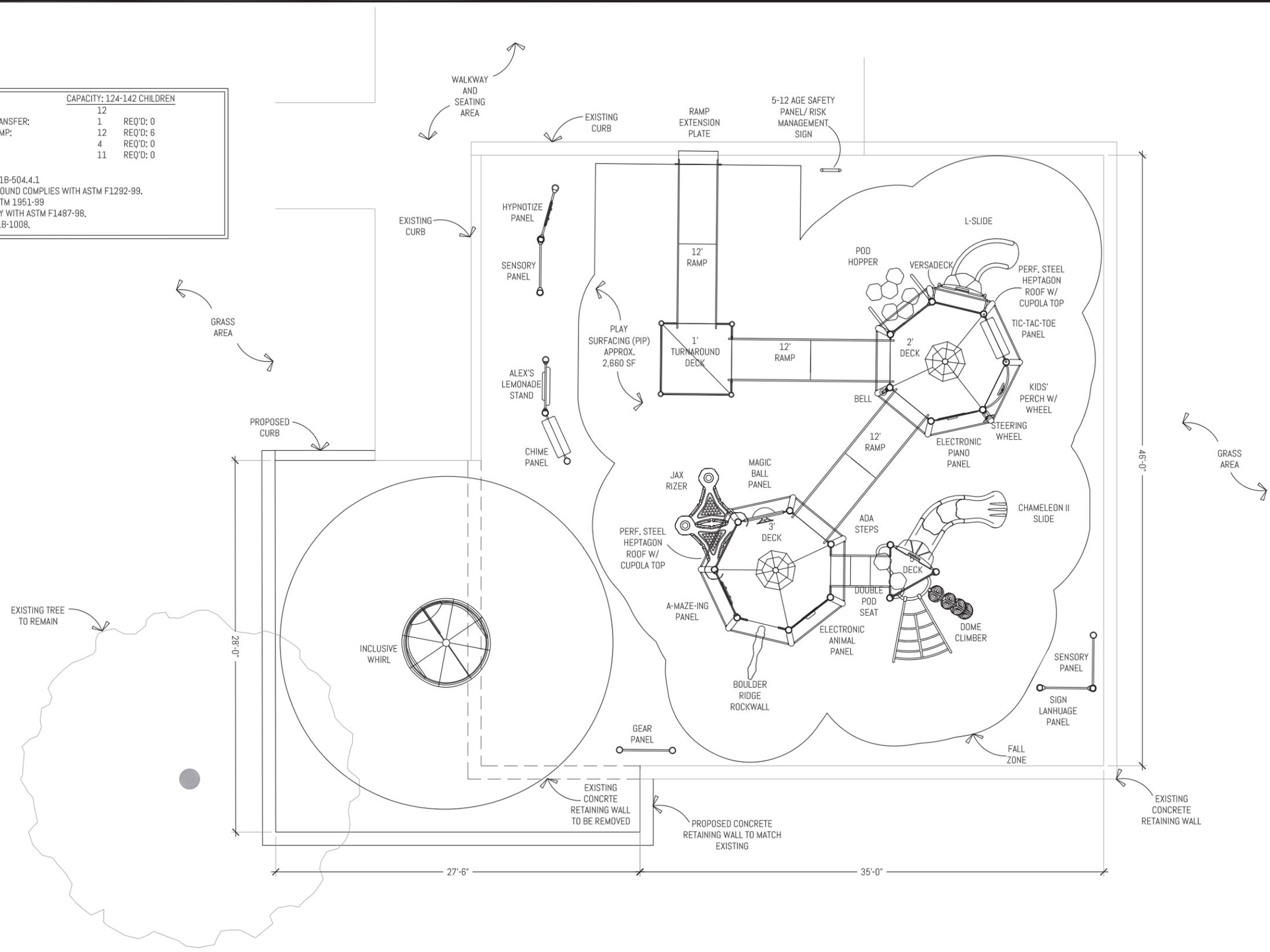
Prepared By

Karl Maniglia
Sales Account Manager
Miracle PlaySystems Inc
karl@miracleplaygroup.com
(916)317-0545



Creating Fun Play Environments to Enrich Communities

PLAY AREA - AGE APPROPRIATE 5-12 YEARS:		CAPACITY: 124-142 CHILDREN	
ELEVATED PLAY ACTIVITIES (TOTAL)	12	REQ'D: 0	
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER:	1	REQ'D: 0	
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP:	12	REQ'D: 6	
GROUND LEVEL ACTIVITY TYPE:	4	REQ'D: 0	
GROUND LEVEL ACTIVITY QUANTITY:	11	REQ'D: 0	
NOTES:			
1. TRANSFER STEPS TO BE STRIPED PER 11B-504.4.1			
2. USE ZONES FINISH SURFACE OF PLAYGROUND COMPLIES WITH ASTM F1292-99.			
3. GROUND SURFACING COMPLIES WITH ASTM 1951-99			
4. PLAYGROUND EQUIPMENT SHALL COMPLY WITH ASTM F1487-98.			
5. THIS PLAY AREA MEETS CBC SECTION 11B-1008.			



NOTE:
ALL EXISTING CONDITIONS NEED SITE
VERIFICATION PRIOR TO INSTALLATION.



0 4' 8' 16'
Scale: 1/8" = 1'-0"



NORTHAMPTON PARK

AMERICAN CANYON

LINEAR FEET:	228 LF	SITE AREA:	2,660 SF
CRITICAL FALL HEIGHT:	5'-0"	SCALE:	1/8"=1'-0"
22_1088_Northampton_006		DATE:	09/28/22
		DRAWN BY:	KD



ALL DRAWINGS ARE SUBJECT TO CHANGE AND SHOULD BE REVIEWED BEFORE FINAL SALE.
ALL SITE DIMENSIONS WILL NEED TO BE VERIFIED PRIOR TO SALE AND INSTALLATION.



Colors Used In Renderings



Dark Gray



Anti-Microbial Desert Dunes



Chartreuse



Blue



Teal



Plum

*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.



*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.



*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.



*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.



*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.



*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.

Job Number: 22-1088
Job: Northampton Park
Quote Name: Quote-22-1088-Northampton Park_006
Quote Number: Q-04232



Prepared by:
 KarlManiglia
 karl@miracleplaygroup.com

Terms: Net 30
Remit to: Miracle Playsystems, Inc.
 1276 S Main St., Salinas, CA 93901

Sub Total: \$317,376.20
Freight: \$5,722.00
Estimated Tax: \$18,059.23
Total: \$341,157.43

Miracle

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC EQUIP	MIRACLE RAMPED PLAY STRUCTURE (KID'S CHOICE) AND OTHER FREESTANDING ITEMS (PER DEISGN 006)	1	\$128,444.00	\$128,444.00	\$9,954.41

Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B11	Demo & Offhaul Existing Play Structures and ADA Ramp	1	\$6,230.00	\$6,230.00	\$0.00
B03	Remove Existing EWF, Leave Onsite in Planter Boxes	1	\$2,636.00	\$2,636.00	\$0.00
B18	Demo & Offhaul Existing 36lf 10"x18" Concrete Retaining Wall	1	\$5,964.00	\$5,964.00	\$0.00
B05	Excavate 482sf 8" in Preparation for 3.5" PIP. Soils to be used to backfill play area.	1	\$3,514.00	\$3,514.00	\$0.00
B08	Install 68lf 4"x8" Concrete Curb	1	\$7,321.00	\$7,321.00	\$567.38

Northampton Park
 MIRACLE PLAYSYSTEMS, INC. – PO BOX 263, ALAMO, CA 94507 – (800) 879-7730 – (510) 893-2163 (FAX)
 CSL: 981433 (Exp Date 03/23) – DIR: 1000015853

B06	Furnish & Install 2162sf 24" Compacted Base Rock	1	\$57,032.00	\$57,032.00	\$4,419.98
B06	Furnish & Install 482sf 4" Compacted Base Rock	1	\$4,741.00	\$4,741.00	\$367.43
B15	Installation only of Miracle Play Structure 22_1088_Northampton_006	1	\$42,389.00	\$42,389.00	\$0.00

Rubber Surfacing

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
C4	2,660 sf of EnduraFlex with a color mix of 50% Black and 50% Standard Color TBD with AROMATIC urethane binder	2,660	\$13.34	\$35,484.40	\$2,750.03
C1	Installation of a 2.5" system comprised of a 2.0" cushion layer and a 0.5" wear layer accounting for up to a 5' fall height.	2,660	\$8.88	\$23,620.80	\$0.00

Sub Total: \$317,376.20
Total Freight: \$5,722.00
Total Estimated Tax: \$18,059.23
Grand Total: \$341,157.43

Company: _____

Signature: _____

Name: _____

Date: _____

Please confirm or edit order information below.

End User Company:

City of American Canyon

End User Contact:

End User Email:

Delivery Contact:

Delivery Email:

Delivery Phone:

Delivery Address:

Site Address:

242 Northampton Drive

American Canyon

Bill To Email:

Bill To:

City of American Canyon,

100 Benton Way,,

American Canyon, CA,

94503

Customer Reference #:

INDEMNITY

Client/Owner shall defend, indemnify and hold harmless Miracle PlaySystems, Inc., its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle PlaySystems, Inc., or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s); provided, however, Miracle PlaySystems, Inc. duty to indemnify shall be limited to the percentage or the degree Miracle PlaySystems, Inc. comparative negligence caused any damages.

STANDARD NOTES

- Price quotation is good for 30 days. Accurate color selections must be made in writing prior to equipment going into production. Colors to be confirmed with your local sales representative.
- PLEASE MAKE PURCHASE ORDER TO MIRACLE PLAYSYSTEMS, INC at PO Box 263 Alamo, CA 94507
- PLEASE REMIT CHECKS TO: MIRACLE PLAYSYSTEMS INC., 1276 S MAIN ST, SALINAS, CA 93901
- Please email/fax quotation with your signature to accept this quote and place order. Fax 510-893-2163 or email Info@MiraclePlayGroup.com
- Unless otherwise specified, Miracle PlaySystems, Inc **DOES NOT** include the following in this proposal:
 - Engineered drawings
 - Installation of equipment or other site amenities
 - Specialty trades, equipment, power supply required to install equipment
- Any insurance requiring in excess of \$1M/\$2M per occurrence, special insurance coverage or wording, Prevailing/Certified wage rates, local permitting, bid/performance bonds, temp fencing, geo tech surveys, playground safety inspection, equipment offload, and testing services.
- Inspect equipment upon delivery. Color discrepancy must be reported at time of delivery. Installation constitutes acceptance of colors.
- Warranty does not cover labor for reinstallation.

Northampton Park
MIRACLE PLAYSYSTEMS, INC. – PO BOX 263, ALAMO, CA 94507 – (800) 879-7730 – (510) 893-2163 (FAX)
CSL: 981433 (Exp Date 03/23) – DIR: 1000015853

Page 3 of 4

TERMS & CONDITIONS

- Purchase contract terms & conditions of sale: The client/customer’s acceptance and understanding of these terms & conditions and all other supporting documentation provided as part of this package is evidenced by signing of this estimate/quote.
- Payment terms: Standard terms (on approved credit), unless otherwise noted are 50% with order and balance to ship equipment (no retention). Should any changes be required to the products after order is placed, modifications or changes will be at client/customers expense. Miracle Playsystems, Inc maintains a no return policy and asks all clients to determine feature, layout and color selection prior to ordering. Should any order be cancelled after production has started a 30% restocking fee will be charged to client. Credit card convenience fee is 3.5% which will be added to all credit card charges
- Lead times: Estimated lead times for the time the order is released into production until it is delivered will vary.
- **Lead times may currently be extended due to reasons such as supply chain issues, shipping delays, raw material shortages, and other COVID-19 related impacts.**
- Custom play feature lead times are determined on a case by case basis.

CONSTRUCTION SERVICES (if applicable)

Unless otherwise noted, we exclude responsibility for material delivery & offloading equipment, removal & disposal of packaging accumulated by equipment packaging, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts or delay of other trades, removal of spoils from job site, locating underground: utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples, CPSI. Conditions: Grades; stable, compacted & workable with 95% compaction and less than 1% grade, adequate access to site for labor, materials, tools and equipment. Estimate good for 90 days from quote or Dec. 31 of current calendar year, whichever comes first. Terms: Upon completion.

GENERAL TERMS

- THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN: Miracle Playsystems, Inc. objects to any other terms proposed by client, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Client authorizes Miracle Playsystems, Inc. to ship equipment and agrees to pay the total specified. Shipping terms are FOB the place of shipment via common carrier.
- Client and owner/operator agree to indemnify and hold Miracle Playsystems, Inc. harmless from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, resulting from any and all claims, liens, damages, actions, suits, judgments or settlements, injuries arising or alleged to arise out of their failure, or failure of architect, contractors, subcontractors, installers, employees, agents and assigns to assemble, install, inspect and/or maintain the play equipment and impact absorbing surfacing in full compliance with each manufacturers installation instructions and safety requirements and their misuse and/or alteration of the play equipment.

Company: _____

Signature: _____

Name: _____

Date: _____



Northampton Park
 MIRACLE PLAYSYSTEMS, INC. – PO BOX 263, ALAMO, CA 94507 – (800) 879-7730 – (510) 893-2163 (FAX)
 CSL: 981433 (Exp Date 03/23) – DIR: 1000015853

October 7, 2020

Re: Recreation and Playground Equipment, Accessories, and Supplies
Contract# 030117-LTS

To Whom it May Concern:

PlayPower Inc.'s response to Sourcewell's Request for Proposal (RFP) 030117 outlines on Form A, Question #18 that PlayPower permits Miracle PlaySystems, inc. to provide services on behalf of PlayPower, Inc. through the contract they hold with Sourcewell. Miracle PlaySystems, Inc. is the exclusive supplier for Miracle in the Northern California territory, they are authorized and incorporated into the contract as indicated in the language of the proposal as an authorized dealer.

If any additional information is needed please feel free to call or email.

Sincerely,



Kelly Pearson | Supplier Development Administrator

Office: 218-895-4139 |

Website: www.sourcewell-mn.gov



**Solicitation Number: RFP #010521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PlayPower, Inc., 11515 Vanstory Drive #100, Huntersville, NC 28078 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

PlayPower, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

DocuSigned by:
W. Todd Brinker
B286C633F68749C...
By: _____
W. Todd Brinker
Title: Senior Vice President Global Sales &
Marketing Outdoor Play

2/15/2021 | 10:36 PM CST
Date: _____

2/15/2021 | 2:23 PM CST
Date: _____

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...
By: _____
Chad Coquette
Title: Executive Director/CEO
2/15/2021 | 10:46 PM CST
Date: _____



City Council Committee Report

Submitted by: * Councilmember Mark Joseph

Council Meeting Date: 11/15/2022

Event Date: 2022-10-27 **Event Type:** Committee Report

Event Title: * Ad hoc Climate Action Committee

Event Report: The Committee met and reviewed the status of meetings with the High School and the rebranded "Napa County Climate Challenge" app (formerly, Regeneration Napa). We agreed to meet every other Thursday evenings at 6pm, via zoom.

Jim Wilson and I met with Crystal Lopez, ACHS Principal, about organizing a school rally of sorts to kick off the use of a Climate Challenge. It would be a six-week challenge with weekly check-ins, and organized around approximately 60 classroom teams. The goal would be to kick this off in January 2023. We also discussed organizing a community-wide appeal to discuss the 32 interim Climate Action Plan proposals, getting public feedback.

File/Photo Upload Max file size for all uploads is 10 MB

Event Date: **Event Type:** Committee Report

Event Title: * Napa Valley Transportation Authority (NVTA)

Event Report: Met with the Chair and Executive Director to review the upcoming November NVTA Agenda. We are going to get our annual legislative updates from the two firms we use for monitoring/advocating for State and Federal legislation. We will also update our annual legislative goals, and various other regular updates.

We are also preparing for the Director's annual Performance Review--the Chair and I met with the immediate past Chair for insights and suggestions, and then we met with the Director to review prior year accomplishments and clarifying compensation requests. The goal is to resolve this in a timely manner (ie., prior to the end of the calendar year). This would be the first time in many years--hats off to Liz Allesio, the Chair, who made it happen.

File/Photo Upload Max file size for all uploads is 10 MB

Event Date: **Event Type:** Community Event

Event Title: * Various City Events and activities

- Event Report:**
- Had lunch with the owners of the Napa Valley Casino, and discussed potential business opportunities for their business. I had the privilege of introducing them to Laso Restaurant--they hadn't eaten there and loved it!
 - Along with the Mayor, attended the Open Space meeting and listened to their work editing their Enabling Resolution and work plan. It is moving slowly in the right direction.
 - Attended the regular TBID (Tourism Business Improvement District) meeting, via zoom, and listened to the discussion on revising their Local Funding policy.
 - Election Day went well, although local turnout might not be as big as I hoped. Thank you to all that voted.

File/Photo Upload Max file size for all uploads is 10 MB

Event Date: **Event Type:** Community Event

Event Title: * Various Community Events and activities

Event Report:

- Attended the SpiritHorse Halloween event. A nice crowd and it was a fun activity--maybe we could combine it with other October events (think Pumpkin Path and 4H pumpkin sales)
- Received the famous Fran Lemos tour of American Canyon, which included a reporter from the North Bay Biz Journal magazine. They are doing a story on American Canyon, and using Fran's tour as the basis. Exciting.
- On Halloween day, Sindy Biederman and I were the judges at the Middle School Costume Party. It was a tough job trying to judge so many great outfits, but the Belle costume stood out for me--it was very elegant.
- Also gave out candy at Canyon Plaza as part of the Chamber's Halloween at the Plazas event. Seemed like Canyon Plaza had the biggest crowds, probably because it was the original site when Sherry Tennyson and Rick Hess first organized this event. There must have been hundreds of kids and their parents.
- Went to Las Casitas MHP to watch Luchi Marte conduct a class on Parol (Lantern)-making. She will hold another one soon, and then we will push for a bigger event this December 11 in the afternoon at the City's Adult Activity Center. This December event is part of the AC Arts Foundation's Arts & Culture program, in turn funded by a grant we received from Napa County. The FilAm Club of American Canyon is actually producing the event.
- Attended the AC Arts Foundation board meeting, where we reviewed the status of our various projects. We want to host our Holiday Boutique and be a part of the City's Magic of the Season Marketplace, selling See's Candies.
- Made it to the Bel-King ribbon cutting--their food is great! A nice crowd was present.
- Attended the Kiwanis Board meeting and reviewed our upcoming events, including the beginnings of our plans for the 2023 Crab Feed!

File/Photo Upload

Max file size for all uploads is 10 MB
