



## REGULAR CITY COUNCIL MEETING AGENDA

City Hall - Council Chambers  
4381 Broadway St., Suite 201, American Canyon  
February 7, 2023  
6:30 PM

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

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*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:** 883 0140 0554 **Passcode:** 123456

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

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

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

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

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

**5:30 P.M. CLOSED SESSION**

- 1. **Conference with Real Property Negotiators - Authorized Pursuant to Government Code Section 54956.8**

**Property:**

**APN ADDRESS**  
**057-040-018-000 205 Wetlands Edge Road, American Canyon**

**Agency negotiator(s): City Manager Jason B. Holley & City Attorney William D. Ross**  
**Under negotiation: Terms of property acquisition.**

**Recommendation:** Closed Session Item.

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

**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**

- 3. **Proclamation - Black History**

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

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

**AGENDA CHANGES**

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

## CONSENT CALENDAR

4. **Minutes of Regular City Council Meeting on January 17, 2023**  
**Recommendation:** Approve the minutes of the Regular City Council meeting of January 17, 2023.
5. **Minutes of Special City Council Meeting of January 30, 2023**  
**Recommendation:** Approve the minutes of the Special City Council meeting of January 30, 2023.
6. **Report Upon Return from Closed Session**  
**Recommendation:** Approve the Report Upon Return from Closed Session from the Regular City Council Meeting of December 20, 2022.
7. **Energy Efficiency Resiliency and Sustainability Notice of Completion**  
**Recommendation:** Adopt a Resolution accepting the Citywide Energy Efficiency Resiliency and Sustainability Project (UM20-0100) as complete, Authorizing the Public Works Director to file a “Notice of Completion”, and releasing a retention payment to Engie Services, U.S., Inc.
8. **The addition of Chapter 2.30 to the American Canyon Municipal Code creating the Open Space, Active Transportation, and Sustainability Commission Second Reading.**  
**Recommendation:** Take the follows actions related to the Open Space, Active Transportation, and Sustainability Commission:  
1) Waive second reading, read by title only, and adopt an Ordinance of the City of American Canyon adding Chapter 2.30 to the American Canyon Municipal Code and creating the Open Space, Active Transportation, and Sustainability Commission; and  
2) Adopt a minute order appointing members of the former Open Space Advisory Committee to the Open Space, Active Transportation, and Sustainability Commission with terms expiring on December 31, 2024.
9. **Summary Vacation of Portion of Easements**  
**Recommendation:** Adopt a Resolution of the City Council of City of American Canyon, authorizing the City Manager to summarily vacate portions of easements dedicated for public roads and public utilities over, under and across a strip of land described in Watson Ranch Large Lot Final Map, recorded December 18, 2019, in Book 28 of Subdivision Maps at pages 6 through 13, Napa County Official Records.
10. **Street Sign Purchase Approval**  
**Recommendation:** Adopt a Resolution authorizing the purchase of street name signs from Sign Solutions USA in an amount to to exceed \$39,125.
11. **Design of the Melvin Road Sidewalk and Drainage Project (TR24-0200)**  
**Recommendation:** Adopt a Resolution authorizing the City Manager to enter into an agreement with Coastland for the Melvin Road Sidewalk and Drainage Project (TR24-0200)

for an amount not to exceed \$137,442.

**12. Heavy Equipment Trailer Purchase**

**Recommendation:** Adopt a Resolution authorizing the purchase of a 2023 Felling FT-24-2 LP heavy equipment trailer for use by the four maintenance divisions in Maintenance and Utilities and Public Works Departments in the amount of \$39,577.28.

**13. One Bay Area Grant Program (OBAG 3) Compliance Resolution**

**Recommendation:** A Resolution of the City Council of the City Council of the City of American Canyon, California agreeing to comply with State Housing Laws.

## **PUBLIC HEARINGS**

**14. Confirm Participation in the Statewide Community Infrastructure Program ("SCIP")**

**Recommendation:** Adopt an Amended and Restated Resolution to Confirm Participation in the California Statewide Communities Development Authority's ("CSCDA") Statewide Community Infrastructure Program ("SCIP").

## **BUSINESS**

**15. Skate Park Relocation and Upgrades to former Napa Junction School and Various Parks**

**Recommendation:** Take the following actions related to the relocation of the Skate Park, upgrades to the former Napa Junction School, and various City parks:

1. Adopt a Resolution increasing the Project Budget for the Skatepark Relocation Project (PR22-0100) from \$380,000 to \$708,000 with the source of funding being Fund 240 - "Federal Grant" (American Rescue Plan Act); awarding a construction contract to American Ramp Company in the amount of \$630,000 in conjunction with the Project; and authorizing the City Manager to award contract change orders in an amount not to exceed the Project Budget.
2. Adopt a Resolution amending the FY 2022/23 Capital Budget to create a new capital project "Former Napa Junction School Upgrades Project (CF23-0300)"; establishing a Project Budget in the amount of \$700,000 with the source of funding as the General Fund Capital Reserve; and authorizing the City Manager to award contracts and contract change orders in an amount not to exceed the Project Budget.
3. Adopt a Minute Order calling for a "Fiscal Year 2023/24 Budget Workshop" to discuss priorities for funding other capital improvements at various parks, including a shade structure at Northampton Park, permanent bathrooms at Northampton and Silver Oak Parks, and a new playground surface at Via Bellagio Park.

**16. Maintenance and Utilities Department, Parks, Building Maintenance, Fleet Update**

**Recommendation:** Receive a Presentation on Maintenance and Utilities Department, Parks, Building Maintenance, and Fleet Update.

**17. Parks and Recreation Department Quarterly Update**

**Recommendation:** Receive a Presentation on the Parks and Recreation Department Quarterly Update.

## 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.*

**18. [Council Committee Report - Mark Joseph](#)**

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

**February 21, 2023**

**AC Wolves Football Presentation  
Certificate of Recognition for outgoing commissions  
Giovannoni Project  
Mid-Year Budget  
PG&E Traffic Impact Fee Reduction**

**March 7, 2023**

**Women's History Month  
Utility Rate Study Update  
FY 2021-2022 Auditors Report  
Public Works Quarterly Update  
MUD Sewer/Wastewater Presentation  
Fee Study for American Canyon Fire Protection District**

**March 21, 2023**

**Acknowledging Ramadan Month (April)  
Fee Study for Parks and Recreation Department**

**April 4, 2023**

**Proclamation Acknowledging Arts in April  
Communications Annual Report**

## 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.

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Taresa Geilfuss, CMC, City Clerk

# CITY OF AMERICAN CANYON PROCLAMATION



## RECOGNIZING FEBRUARY 2023 AS BLACK HISTORY MONTH

**WHEREAS**, in 1915 Dr. Carter Godwin Woodson, noted Black scholar and son of former slaves, founded the Association for the study of Negro Life and History, which was later renamed the Association for the Study of African American Life and History (ASALH); and

**WHEREAS**, Dr. Woodson initiated Black History Week, February 12, 1926. For many years, the second week of February, chosen so as to coincide with the birthdays of Fredrick Douglas and Abraham Lincoln, was celebrated by African Americans in the United States; and

**WHEREAS**, in 1976, as part of the Nation's bicentennial, Black History Week was expanded and became established as Black History Month, and is now celebrated all over the world; and

**WHEREAS**, we pay tribute to the heroes, sung and unsung, of African-American history, recalling the inner strength that sustained millions in bondage. We remember the courage that led activists to defy lynch mobs and register their neighbors to vote. We carry forward the unyielding hope that guided a movement as it bent the arc of the moral universe toward justice. Even while we seek to dull the scars of slavery and legalized discrimination, we hold fast to the values gained through centuries of trial and suffering.

**WHEREAS**, Every American can draw strength from the story of hard-won progress, which not only defines the African-American experience, but also lies at the heart of our Nation as a whole. This story affirms that freedom is a gift from God, but it must be secured by His people here on earth. It inspires a new generation of leaders, and it teaches us all that when we come together in common purpose, we can right the wrongs of history and make our world anew; and

**WHEREAS**, Black History Month reminds us to continue to fight for justice and equality and should be a uniting call to our nation to continue to work for a more diverse, supportive, inclusive, and protective union; and

**NOW, THEREFORE, BE IT RESOLVED**, that I, Leon Garcia, Mayor of the City of American Canyon, on behalf of the American Canyon City Council, do hereby proclaim February 2023 as Black History Month and call upon public officials, educators, librarians, and encourage residents of the American Canyon community, to observe this month with appropriate programs, ceremonies, and activities.

Dated: February 7, 2023

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Leon Garcia, Mayor

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

**ACTION MINUTES**  
*January 17, 2023*

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

**5:30 P.M. CLOSED SESSION**

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

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

**Positions: Jason Holley, City Manager and William D. Ross, City Attorney**

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

The meeting was called to order at 6:40 P.M.

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

**ROLL CALL**

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

**Absent:** None

**Excused:** None

**REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION**

City Attorney William Ross provided an oral report upon return from closed session. Closed session commenced at 5:34 p.m. Closed session adjourned at 6:34 p.m. after hearing item 1 only, written report to follow. Item 2 may be considered at the conclusion of this meeting.

**PROCLAMATIONS AND PRESENTATIONS**

**3. Administer Oath of Office to Finance Director Juan Gomez**

City Clerk Taresa Geilfuss administered the Oath of Office to Finance Director Juan Gomez.

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

Mayor Garcia called for public comments. Written comments: None. Oral comments: Homar Crespo was called to speak; Margaret Sharkey was called to speak; William Baker was called to speak; Russel Charpentier was called to speak; Von Altizer was called to speak; Jason Giannini was called to speak; Lorenzo Servente was called to speak; Karina Servente was called to speak; Lisa Chu was called to speak; Rob Hall was called to speak; Silvia Regalado-Zachlad was called to speak; Tammy Wong was called to speak; Justin Hamilton Hole was called to speak. The public comments period was closed.

*Due to many public requests to speak on Item 15. LAFCO Representative, the item was moved forward in the agenda to be heard directly after Public Comment on Non Agenda Items..*

### **BUSINESS – (Item 15. Moved Up on the Agenda)**

#### **15. Local Agency Formation Commission (LAFCO) Representative**

Mayor Leon Garcia, Vice Mayor Pierre Washington, Councilmember Mark Joseph and Councilmember David Oro commented. City Manager Jason Holley provided information regarding the LAFCO appointment. Mayor Garcia called for public comments. Written Comments: Karen Fritz, Jamie Potter, Gary Margadant, Debbie Runkey, Silvia Regalado-Zachlod, Shanda Neumeier, Jeannette Goyetche, Kimberly McDonald, Nance Matson, Melissa Lamattina, Eve Kahn, Beverly Saxon Leonard, Robert Scalcione, Lynne Baker, Chris James, Sharon Parham, Yvonne Baginski, Hugh Marquez, Tammy Wong, Paul Moser, Jason Kishineff, Mark Lederer. Maglalang was called to speak; Gary Margadant was called to speak; Joy Barnes was called to speak; Yvonne Baginski was called to speak; Eve Kahn was called to speak; Karina Servente was called to speak; Silvia Regalado-Zachlon was called to speak; Shanda Neumeier was called to speak; Jeanette Goyetache was called to speak; Chris James was called to speak; Fran Lemos was called to speak; Beth Marcus was called to speak; Tammy Wong was called to speak; Karen Fritz was called to speak. The public comments period was closed. Councilmember Mariam Aboudamous commented.

**Action:** Motion to adopt Adopted Minute Order 2023-01 appointing Councilmember Mariam Aboudamous to the Local Agency Formation Commission made by Councilmember David Oro, seconded by Councilmember Mark Joseph, and CARRIED by roll call vote.

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

**Nays:** None

**Abstain:** None

**Absent:** None

**Excused:** None

Mayor Garcia Called for Recess at 8:50 p.m.

Meeting resumed at 9:00 p.m.

## AGENDA CHANGES

**Action:** Motion to continue Item 13. Confirm Participation in the Statewide Community Infrastructure Program ("SCIP") to the next Regular City Council Meeting on February 7, 2023, made by Councilmember Mark Joseph, seconded by Vice Mayor Pierre Washington, and CARRIED by roll call vote.

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

**Nays:** None

**Abstain:** None

**Absent:** None

**Excused:** None

## CONSENT CALENDAR

### 4. Minutes of Regular City Council Meeting of December 6, 2022

**Action:** Approved the minutes of Regular City Council meeting held on December 6, 2022

### 5. Minutes of Regular City Council Meeting of December 20, 2022

**Action:** Approved the minutes of Regular City Council meeting held on December 20, 2022

### 6. Report Upon Return from Closed Session

**Action:** Approved the Report Upon Return from Closed Session from the Regular City Council Meeting of December 20, 2022.

### 7. AB361 In Person and Remote Teleconferenced Meetings - January 17, 2023 – February 16, 2023

**Action:** Adopted Resolution 2023-01 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 January 17, 2023 – February 16, 2023, pursuant to the Ralph M. Brown Act.

### 8. Measure T MOE Certification for FY 2021-22

**Action:** Adopted Resolution 2023-02 approving the Maintenance of Effort (MOE) certification of \$370,015 as required under Measure "T" (The Napa Countywide Road Maintenance Act).

### 9. Green Valley Consulting Engineers - Amendment #6

**Action:** Adopted Resolution 2023-03 authorizing the City Manager to execute Amendment #6 to Agreement #2019-A167 with Green Valley Consulting Engineers, in the amount of \$107,000, for a total contract amount not to exceed \$705,000, for ongoing construction inspection services.

## **10. Annual Cannabis Business Permit Status Report**

**Action:** Received and filed the Annual Cannabis Business Permit Status Report.

## **11. Prohousing Designation Program Application**

**Action:** Adopted Resolution 2023-04 of the City Council of the City of American Canyon authorizing an application to and participation in the Prohousing Designation Program.

## **12. City Conflict of Interest Code Amendment - Adding Senior Planner**

**Action:** Adopted Resolution 2023-05 taking the following actions in conjunction with the City's Conflict of Interest Code: Approving the 2022 Conflict of Interest Code as amended to add the title of Senior Planner and Authorizing future updates by Resolution; and Authorizing the City Clerk to Complete and file the Amended 2022 Local Biennial Notice.

**Action:** Motion to adopt CONSENT CALENDAR made by Councilmember Mark Joseph, seconded by Vice Mayor Pierre Washington, and CARRIED by roll call vote.

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

**Nays:** None

**Abstain:** None

**Absent:** None

**Excused:** None

## **BUSINESS**

### **16. MCE Clean Energy Representative**

Council received a staff report from City Clerk Taresa Geilfuss. Mayor Garcia called for public comments. Written comments: none. Oral Comments: none. Mayor Garcia closed public comments.

**Action:** Motion to adopt Minute Order 2023-02 confirming continued representation for MCE Clean Energy by the Napa County Representative made by Councilmember David Oro, seconded by Councilmember Mariam Aboudamous, and CARRIED by roll call vote.

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

**Nays:** None

**Abstain:** None

**Absent:** None

**Excused:** None

### **17. Metropolitan Transportation Commission (MTC) Napa County Appointment**

Council received a staff report from City Clerk Taresa Geilfuss. Councilmember David Oro nominated Councilmember Mark Joseph to the appointment. Councilmember Mark Joseph declined. Mayor Garcia called for public comments. Written comments: none. Oral comments: none. Mayor Garcia closed public comments.

**Action:** Motion to adopt Minute Order 2023-02 confirming continued representation on the Metropolitan Transportation Commission (MTC) by Supervisor Alfredo Pedroza the Napa County Representative by Councilmember Mark Joseph, seconded by Councilmember Mariam Aboudamous, and CARRIED by roll call vote.

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

**Nays:** None

**Abstain:** Councilmember David Oro

**Absent:** None

**Excused:** None

Councilmember David Oro abstained from the vote because he nominated Councilmember Mark Joseph for the appointment, who declined.

### **18. Maintenance and Utilities Department, Parks, Building Maintenance, Fleet Update**

Item 18 was not heard.

### **19. Parks and Recreation Department Quarterly Update**

Item 19. was not heard.

## **PUBLIC HEARINGS**

### **13. Confirm Participation in the Statewide Community Infrastructure Program ("SCIP")**

Item 13 was continued to February 7, 2023, during Agenda Changes.

### **14. The addition of Chapter 2.30 to the American Canyon Municipal Code creating the Open Space, Active Transportation, and Sustainability Commission First Reading.**

Council received a staff report from City Manager Jason Holley. Mayor Garcia opened the public hearing and called for public comments. Written comments: none. Oral comments: none. The public comments period was closed.

**Action:** Motion to waive first reading, read by title only, and introduce Ordinance of the City of American Canyon adding Chapter 2.30 to the American Canyon Municipal Code

and creating the Open Space, Active Transportation, and Sustainability Commission as amended made by Councilmember Mark Joseph, seconded by Councilmember Mariam Aboudamous, and CARRIED by roll call vote.

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

**Nays:** None

**Abstain:** None

**Absent:** None

**Excused:** None

## **MANAGEMENT AND STAFF ORAL REPORTS**

Council received oral updates from Public Works Director Erica Ahman Smithies and Parks & Recreation Director Alexandra Ikeda.

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

Councilmember Mariam Aboudamous and Mayor Leon Garcia provided oral reports.

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

**Action:** Receive and file the Council Committee Report from Councilmember Mark Joseph.

Councilmember Mark Joseph made additional comments to his report.

### **21. Future Agenda Items of Note:**

**January 31, 2023**

**Housing Element**

**February 3, 2023**

**Strategic planning retreat**

**February 7, 2023**

**Black History Month**

**Auditors Report**

**Upgrades to playgrounds, skateboard park and former Napa Junction Elem.**

**February 21, 2023**

**Giovannoni Project**

**Recreation and Facility Fee Schedule**

**American Canyon Fire Protection District Fee Schedule**

**PG&E Traffic Impact Fee Reduction**

**Mid-Year Budget**

**March 7, 2023**

**Women's History Month  
Utility Rate Study Public Works Quarterly Update  
MUD Sewer/Wastewater Presentation**

**ADJOURNMENT**

Council adjourned to closed session at 9:40 p.m.

**CERTIFICATION**

Respectfully Submitted,

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Taresa Geilfuss, City Clerk

**CITY OF AMERICAN CANYON  
SPECIAL CITY COUNCIL MEETING**

**ACTION MINUTES**  
*January 30, 2023*

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**AMENDED AGENDA**

**5:30 P.M. OPEN SESSION - SPECIAL MEETING**

**CALL TO ORDER**

The meeting was called to order at 5:35 p.m.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

**ROLL CALL**

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

**Absent:** None

**Excused:** None

**BUSINESS**

**1. Parks & Community Services Commission Interviews**

The Parks and Community Services Commission interviews commenced. Arvind Nischal was called to interview; Charles Plummer participated by pre-recorded video, played during his interview time; David Garcia-Arreola was called to interview; Joey Palma was called to interview. The interviews were concluded.

**Action:** Adopt Minute Order 2023-04 appointing Charles Plummer and David Garcia-Arreola to serve on the Parks & Community Services Commission for a four-year term ending December 31, 2026, made by Councilmember Mark Joseph, seconded by Councilmember Oro.

City Clerk Taresa Geilfuss administered the Oath of Office to David Garcia-Arreola

Mayor Garcia called for a recess at 6:55 p.m.

The meeting was resumed at 7:03 p.m.

## 2. Napa County Library Commission Interviews

The Napa County Library Commission interviews commenced. Joe Shunk was called to interview; Aisha Nasir was called to interview via zoom; Mailynh Phan was called by phone and withdrew her application. The interviews concluded.

**Action:** Motion to adopt Minute Order 2023-05 appointing Aisha Nasir to serve on the Napa County Library Commission for a three-year term ending February 1, 2026 made by Councilmember Mark Joseph, seconded by Councilmember Pierre Washington, and CARRIED by roll call vote.

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

**Nays:** None

**Abstain:** None

**Absent:** None

**Excused:** None

## ADJOURNMENT

The meeting was adjourned at 7:45 p.m.

## CERTIFICATION

Respectfully Submitted,

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Taresa Geilfuss, CMC, City Clerk

William D. Ross  
David Schwarz  
Kypros G. Hostetter

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

File No: 199/6

January 23, 2023

**VIA E-MAIL**

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

Re: Report Upon Return from Closed Session; Virtual Regular City Council Closed  
Session Meeting of the American Canyon City Council; January 17, 2023

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 Regular City Council Closed Session Meeting of January 17, 2023, consistent with Government Code Section 54957.1.

The City Council convened in Open Session at 5:31 p.m. to determine if there were comments on matters agendized for Closed Session consideration. After determining that there were no comments on matters agendized for Closed Session consideration, the Council convened in Closed Session at 5:35 p.m.

There were two matters agendized for City Closed Session consideration:

1. Conference with Legal Counsel – Anticipated Litigation  
Authorized Pursuant to Government Code Section 54956.9(d)(2)  
Three Matters
2. Matters Relating to Public Employment Public Employee  
Performance Evaluations  
Pursuant to Government Code Section 54957  
Positions: Jason Holley, City Manager and William D. Ross, City  
Attorney

Your Council concluded the Closed Session at 6:34 p.m. after considering only Closed

The Honorable Leon Garcia, Mayor  
and Members of the City Council  
January 23, 2023  
Page 2

Session Agenda Item No. 1.

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

With respect to the third matter considered under Closed Session Agenda Item No. 1., there was reportable action in the form of unanimous Council direction (5-0) to hold a Public Workshop after inviting City of Vallejo (“Vallejo”) Officials and the Developer for the Homekey Project<sup>1</sup> to set forth known facts concerning the Project, including responses by Vallejo to the specific statutory authority applicable to the Homekey Project. Your Council subsequently confirmed this action in Open Session after comments made by members of the public under Open Session Agenda Item No. 4, again by unanimous vote (5-0).

Under the Agenda section concerning the Report Upon Return from Closed Session, it was indicated that a written Report Upon Return from Closed Session would be prepared consistent with the provisions of Government Code Section 54957.1, after your Council concluded the general Closed Session and after conclusion of the Open Session portion of the Meeting.

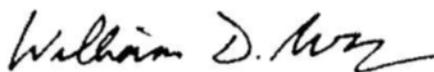
After conclusion of Open Session Agenda Item No. 4., your Council returned to Closed Session at 9:38 p.m. to consider Closed Session Agenda Item No. 2.

With respect to the Closed Session Agenda Item No. 2., there was no reportable action under the provisions of Government Code Section 54957. The Closed Session concluded at 10:28 p.m.

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

---

<sup>1</sup> The Vallejo Homekey Project located adjacent to the southern City limits of American Canyon, is being challenged by American Canyon Homeowners. *See, Russell Charpentier and William Baker v. City of Vallejo, et al.*, (Solano Superior Court Case No. FCS058765).

The Honorable Leon Garcia, Mayor  
and Members of the City Council  
January 23, 2023  
Page 3

WDR:jf

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



## **TITLE**

Energy Efficiency Resiliency and Sustainability Notice of Completion

## **RECOMMENDATION**

Adopt a Resolution accepting the Citywide Energy Efficiency Resiliency and Sustainability Project (UM20-0100) as complete, Authorizing the Public Works Director to file a "Notice of Completion", and releasing a retention payment to Engie Services, U.S., Inc.

## **CONTACT**

Felix Hernandez, III, Maintenance and Utilities Director  
Erica Ahmann Smithies, P.E., Public Works Director

## **BACKGROUND & ANALYSIS**

On May 19, 2020, the City Council authorized the award of a construction contract to Engie Services, U.S., Inc. (Engie) in an amount not to exceed the Project Budget of \$5,169,209 for the Citywide Energy Efficiency Resiliency and Sustainability Project (UM20-0100).

On April 20, 2021, City Council adopted Change Order No. 1 with Engie Services, U.S., Inc. in an amount of \$1,059,996 for a total contact amount not to exceed \$6,229,205 for the Citywide Energy Efficiency Resiliency and Sustainability Project (UM20-0100). Total project expenditures, including surveying, the construction contract, engineering and inspection services, material testing, and miscellaneous expenses, are \$6,229,205.

All contracted work, including Contract Change Order No. 1, is complete at a total cost of \$6,229,205; and Engie Services U.S., Inc. has completed all of the contracted work to the satisfaction of the Maintenance and Utilities Director and the Public Works Director.

## **COUNCIL PRIORITY PROGRAMS AND PROJECTS**

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

## **FISCAL IMPACT**

The Project Budget is \$6,229,205. The source of funding is \$331,167 from the Wastewater Fund (Fund 540), \$88,829 from the Water Operations Fund (Fund 510), \$600,000 from CalOES Grant

(Fund 230) and \$5,209,209 from a Tax-Exempt Lease Purchase. The total amount expended to date for construction contract work, construction services and miscellaneous items is \$6,229,205.

**ATTACHMENTS:**

1. [Resolution - Engie](#)
2. [NOC UM20-0100 Citywide Energy Efficiency Resiliency Sustainability](#)

**RESOLUTION NO. 2023-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON ACCEPTING THE CITYWIDE ENERGY EFFICIENCY RESILIENCY AND SUSTAINABILITY PROJECT (UM20-0100) AS COMPLETE, AUTHORIZING THE PUBLIC WORKS DIRECTOR TO FILE A NOTICE OF COMPLETION, AND RELEASING RETENTION PAYMENT TO ENGIE SERVICES, U.S., INC.**

**WHEREAS**, on May 19, 2020, the City Council authorized the award of a construction contract to Engie Services, U.S., Inc. (Engie) in an amount not to exceed the Project Budget of \$5,169,209 for the Citywide Energy Efficiency Resiliency and Sustainability Project (UM20-0100); and

**WHEREAS**, on April 20, 2021, City Council adopted Change Order No. 1 with Engie Services, U.S., Inc. in an amount of \$1,059,996 for a total contact amount not to exceed \$6,229,205 for the Citywide Energy Efficiency Resiliency and Sustainability Project (UM20-0100)

**WHEREAS**, total project expenditures, including surveying, the construction contract, engineering and inspection services, material testing, and miscellaneous expenses, are \$6,229,205; and

**WHEREAS**, all contracted work, including Contract Change Order No. 1, has been completed at a total cost of \$6,229,205; and

**WHEREAS**, Engie Services U.S., Inc. has completed all of the contracted work to the satisfaction of the Maintenance and Utilities Director and Public Works Director.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of American Canyon hereby accepts the Citywide Energy Efficiency Resiliency and Sustainability Project (UM20-0100) work as complete, authorizes the Public Works Director to file a Notice of Completion, and approves the release of a Retention payment to Engie Services U.S., Inc.

**PASSED, APPROVED and ADOPTED** at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 7<sup>th</sup> day of February, 2023, by the following vote:

AYES: Councilmembers Aboudamous, Joseph, Oro, Vice Mayor Washington, and Mayor Garcia  
NOES: None  
ABSTAIN: None  
ABSENT: Non

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

ATTEST:

APPROVE AS TO FORM:

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

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

**RECORDING REQUESTED BY:**

City of American Canyon  
4381 Broadway, Ste. 201  
American Canyon, CA 94503

**WHEN RECORDED RETURN TO:**

City of American Canyon  
4381 Broadway, Ste. 201  
American Canyon, CA 94503

***Exempt from recording fee pursuant to Government Code Section 27383***

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**NOTICE OF COMPLETION**

**NOTICE IS HEREBY GIVEN:**

1. That the interest or estate stated in Paragraph 3 herein in the real property herein described is owned by:

City of American Canyon  
4381 Broadway, Ste. 201  
American Canyon, CA 94503

2. That the full name and address of the owner of said interest or estate, if there is only one owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the original contract, if any, for said work of improvement was:

**CITYWIDE ENERGY EFFICIENCY, RESILIENCY, AND SUSTAINABILITY PROJECT: UM20-0100**

4. That on the 7th day of February, 2023 a work of improvement on the real property herein described was completed.
5. That the name of the original contractor for said work of improvement was:

Engie Services U.S., Inc.  
500 12<sup>th</sup> Street, Suite 300  
Oakland, CA 94607

6. That the name and address of the transferor is:

Engie Services U.S., Inc.  
500 12<sup>th</sup> Street, Suite 300  
Oakland, CA 94607

7. That the real property referred to herein is situated in the County of Napa, State of California, at the following location within the City of American Canyon, California.

Water Reclamation Facility, 151 Mezzetta Court, American Canyon, CA 94503  
Water Treatment Plant, 250 Kirkland Ranch Road, Napa, CA 94503  
Public Safety Building, 911 Donaldson Way East, American Canyon, CA 94503  
City Hall, 4381 Broadway Street, American Canyon, CA 94503  
Senior Center, 2185 Elliott Drive, American Canyon, CA 94503  
Fire Station, 225 James Road, American Canyon, CA 94503

**Notice of Completion**  
**Page 2**

By: CITY OF AMERICAN CANYON

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

\_\_\_\_\_  
Date



## **TITLE**

The addition of Chapter 2.30 to the American Canyon Municipal Code creating the Open Space, Active Transportation, and Sustainability Commission Second Reading.

## **RECOMMENDATION**

Take the follows actions related to the Open Space, Active Transportation, and Sustainability Commission:

- 1) Waive second reading, read by title only, and adopt an Ordinance of the City of American Canyon adding Chapter 2.30 to the American Canyon Municipal Code and creating the Open Space, Active Transportation, and Sustainability Commission; and
- 2) Adopt a minute order appointing members of the former Open Space Advisory Committee to the Open Space, Active Transportation, and Sustainability Commission with terms expiring on December 31, 2024.

## **CONTACT**

Jason Holley, City Manager

## **BACKGROUND & ANALYSIS**

On December 20, 2022, the City Council adopted a Resolution forming the Open Space, Active Transportation, and Sustainability (OSATS) Commission. The OSATS Commission is replacing the former Open Space Advisory Committee. The City of American Canyon plans to adopt an Ordinance to add Chapter 2.30 to the American Canyon Municipal Code to create the OSATs Commission. The OSATS Commission will serve in an advisory capacity for City staff and the City Council, and areas of purview will include, but not be limited to providing input on plans and policy documents supporting Open Space, Active Transportation, and Sustainability efforts, and recognizing further Open Space, Active Transportation, and Sustainability efforts needed.

The adoption to an Ordinance regarding the addition of Chapter 2.30 to the American Canyon Municipal Code creating the Open Space, Active Transportation, and Sustainability Commission will codify the existence of the OSATS Commission in the American Canyon Municipal Code, which is comparable to the City of American Canyon's Parks and Community Services Commission and Planning Commission.

Lastly, the Council expressed an interest in having the members of the former Open Space Advisory

Committee be appointed to the OSATS Commission with terms expiring at the same time their former terms expired (December 31, 2024). That can be accomplished tonight by the adoption of a Minute Order (Attachment 2)

## **COUNCIL PRIORITY PROGRAMS AND PROJECTS**

Organizational Effectiveness: "Deliver exemplary government services."

## **FISCAL IMPACT**

The annual cost to support the Commission is approximately \$20,000.00 - primarily due to staff costs that are already budgeted. No new staff is proposed in conjunction with the Recommended action.

For the remainder of FY 22/23, there are approximately 5 scheduled meetings. The Commission will consist of five (5) members, and each Commissioner will receive one hundred and five dollars (\$105.00) for each meeting - totaling approximately \$6,000.00 to cover Commissioner stipends and miscellaneous expenses for the remainder of FY 22/23.

Adoption of an Ordinance adding Chapter 2.30 to the American Canyon Municipal Code will authorize a budget transfer from the City of American Canyon's Undesignated Fund Balance to the Parks and Recreation Administrative Fund (100-70-710-41150) in the amount of \$6,000.00. This action will reduce the Undesignated Fund Balance for FY 22/23 and will increase the Administrative Fund by \$6,000.00.

## **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:**

[Attachment 1. - Ordinance - Open Space, Active Transportation and Sustainability Commission](#)

[Attachment 2.- OSATS New Members Minute Order](#)

**ORDINANCE NO. 2023-01**

**AN ORDINANCE OF THE CITY OF AMERICAN CANYON ADOPT TO AN ORDINANCE REGARDING THE ADDITION OF CHAPTER 2.30 TO THE AMERICAN CANYON MUNICIPAL CODE CREATING THE OPEN SPACE, ACTIVE TRANSPORTATION, AND SUSTAINABILITY COMMISSION**

The Council of the City of American Canyon does hereby ordain as follows:

**SECTION 1.** A new Chapter is hereby added to the American Canyon Municipal Code regarding the creation of an Open Space, Active Transportation, and Sustainability Commission, to read as follows:

**CHAPTER 2.30 OPEN SPACE, ACTIVE TRANSPORTATION, AND SUSTAINABILITY COMMISSION**

- Section 2.30.010      Creation of the Open Space, Active Transportation, and Sustainability Commission/Terms of Commissioners
- Section 2.30.020      Jurisdiction and Functions of Commission
- Section 2.30.030      Compensation of Commissioners
- Section 2.30.040      Designation of Chairperson and Vice Chairperson, Committees and Staff
- Section 2.30.050      Time and Place of Meetings, Definition of Commission Quorum
- Section 2.30.060      Commission Rules and Records

**Section 2.30.010 Creation of the Open Space, Active Transportation, and Sustainability Commission/Terms of Commissioners.**

There is created an Open Space, Active Transportation, and Sustainability Commission for the City of American Canyon. It shall consist of five (5) members, appointed in the manner and for the terms prescribed in Sections 2.04.070 and 2.28.010, respectively, of this Code.

**Section 2.30.020 Jurisdiction and Functions of Commission.**

- A. The Open Space, Active Transportation, and Sustainability Commission for the City of American Canyon shall perform all functions as described below and shall serve in an advisory capacity to City staff and the City Council.
- B. The functions, powers, and duties of the Open Space, Active Transportation, and Sustainability Commission shall include the review of issues referred to the Commission by the City Council, the City Manager, and City staff, residents, or organizations of the City; to provide advice, comment and make recommendations regarding such issues as requested; to organize or facilitate community benefit activities or functions; and other duties as assigned by the City Council.
- C. Areas of purview of the Commission shall include, but not be limited to, review and provide input on plans and policy documents supporting Open Space, Active

Transportation, and Sustainability efforts, and recognize further Open Space, Active Transportation, and Sustainability efforts needed.

- D. The City Council may from time to time refer a matter to the Commission for review, comment, recommendation, and action. All actions of the Open Space, Active Transportation, and Sustainability Commission are subject to appeal to the City Council by any person or organization affected by such action through the procedures set forth in Chapter 2.04 of this Code.
- E. All actions taken by the Commission shall be reported by City Staff to the City Clerk and shall be placed on the next regular agenda of the City Council after receipt of the report by the City Clerk. Actions taken by the Commission shall not be considered final until the City Council has heard and further considered the matter or has determined that further consideration of the matter is not required. When placed on the agenda of the City Council, the City Council may elect to consider the matter and may schedule the matter for a hearing of public hearing before the City Council. The City Council shall consider any appeal of an action taken by the Open Space, Active Transportation, and Sustainability Commission by an interested person or organization through the procedures set forth in Chapter 2.04 of this Code. The decision of the City Council, after considering or hearing the matter shall be final.

**Section 2.30.030 Compensation of Commissioners.**

The members of the Open Space, Active Transportation, and Sustainability Commission shall each receive compensation payable out of the general fund of the City, provided adequate funds have been budgeted, therefore, in the amount of one hundred and five dollars (\$105.00) per meeting. Standing or temporary committee or subcommittee members shall not be compensated. The compensation for Commissioners prescribed herein shall be exclusive of any amount payable as reimbursement for actual or necessary expenses authorized by the City Council and incurred in the performance of official duties for the City.

**Section 2.30.040 Designation of Chairperson and Vice Chairperson, Committees, and Staff.**

- A. Designation of the Chairperson and Vice Chairperson for the Commission shall be governed by section 2.28.20 of this Code.
- B. The Commission may, from time to time, create committees or subcommittees to study issues, to perform work on behalf of the Commission, to provide a service to the residents, or a segment of the residents, of the City, or to improve the quality of the environment of the City and living conditions of the residents of the City.
- C. Standing or temporary committee or subcommittee shall have at least one Commissioner assigned to the committees. The Commission shall make appointments of

committee and subcommittee members with the approval of the City Manager or designee.

- D. The City Manager may appoint a department head, or other staff, and provide compensation for their services as may be authorized by the City Council and by an annual City Budget.

**Section 2.30.050 Time and Place of Meetings, Definition of Commission Quorum.**

- A. The Commission shall hold at least one regular meeting each month at such time, date, and place designated by the Commission. The Chairperson or a majority of the Commission, after giving notice to the Commissioners, and to any media and members of the public who have previously requested such notices in writing, so that the notice is received at least twenty-four (24) hours before the meeting, may hold a special meeting.
- B. A majority of the Commissioners shall constitute a quorum.

**Section 2.30.060 Commission Rules and Records.**

The Open Space, Active Transportation, and Sustainability Commission shall adopt rules for the transaction of its business and shall keep a public record of its resolutions, transactions, findings, recommendations, and actions. Minutes of the Open Space, Active Transportation, and Sustainability Commission meetings shall be filed with the City Clerk.

**SECTION 2. EFFECTIVE DATE.** This ordinance shall take effect thirty (30) days after its adoption.

**SECTION 3. SEVERABILITY.** The ordinance shall be liberally constructed to achieve its purpose and preserve its validity. If any provision or clause of this ordinance or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are declared to be severable and are intended to have independent validity.

The foregoing ordinance was introduced and read at a regular meeting of the City Council of the City of American Canyon, State of California, held on the 17th day of January, 2023, 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



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Office of the City Clerk

**MINUTE ORDER NO. 2023-**

**A MINUTE ORDER OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON APPROVING THE PRESENT OSAC INCUMBENTS; NANCE MATSON, BARRY CHRISTIAN, AND SCOTT ARTIS AS THE NEW MEMBERS OF THE OPEN SPACE, ACTIVE TRANSPORTATION, AND SUSTAINABILITY COMMISSION, WITH THEIR CURRENT TERMS TO CONTINUE AND SET TO EXPIRE ON 12/31/2024, THE SAME TIME AS THEIR FORMER TERMS ON OSAC.**

At their meeting on February 7, 2023, the City Council of the City of American Canyon approved this item by the following motion and vote:

Motion by Council Member **NAME**, seconded by Council Member **NAME**, and carried unanimously, to approve the three OSAC incumbents; Nance Matson, Barry Christian, and Scott Artis as the new members of the Open Space, Active Transportation, and Sustainability Commission with their current terms to continue and set to expire on 12/31/2024, the same time as their former terms on OSAC.

---

Liz Lozano, Administrative Technician



## **TITLE**

Summary Vacation of Portion of Easements

## **RECOMMENDATION**

Adopt a Resolution of the City Council of City of American Canyon, authorizing the City Manager to summarily vacate portions of easements dedicated for public roads and public utilities over, under and across a strip of land described in Watson Ranch Large Lot Final Map, recorded December 18, 2019, in Book 28 of Subdivision Maps at pages 6 through 13, Napa County Official Records.

## **CONTACT**

Erica Ahmann Smithies, P.E. Public Works Director  
Edison Bisnar P.E., Engineer III

## **BACKGROUND & ANALYSIS**

On December 17, 2019, City Council approved the Watson Ranch Lot Final Map (PL16-0017) for finance and conveyance purposes and authorized the City Manager to accept grant deeds and easements for dedication including backbone street rights-of-way throughout the subdivision for the purpose of construction, operation and maintenance of public roads and public utilities. See Exhibit A (Large Lot Final Map).

On June 15, 2022, City of American Canyon Public Works approved the Watson Ranch final plans for the Phase 1 Backbone Improvements and the street alignments for Rio Del Mar and Rolling Hills Drive did not fit the original easements; therefore, portions of the easements will need to be abandoned and relocated. Some areas within the abandoned easement will be reserved for public access and public utilities. See Exhibit B (Plat & Legal Exhibit).

Sections 8333 (c) and 8340 (a) of the Streets and Highway Code provides a procedure for the City to vacate unneeded and unused public easement that has been superseded by relocation in a simple perfunctory manner; the procedure is known as a "Summary Vacation". Because the facts of the situation support the required findings, staff recommends the Council adopt a Resolution vacating the unused easements by way of Summary Vacation.

## **FISCAL IMPACT**

There is no fiscal impact associated with the proposed action.

### **ENVIRONMENTAL REVIEW**

An environmental review for the Project was previously completed pursuant to CEQA. The vacating of public easement is not a project as defined in Section 15378(a) of the California Environmental Quality Act guidelines.

### **ATTACHMENTS:**

1. [Resolution - Watson Easement Vacation](#)
2. [Exhibit A - Watson Ranch Final Map](#)
3. [Exhibit B - Watson Ranch Plat and Legal Exhibit](#)

**RECORDING REQUESTED BY:**  
City of American Canyon  
4381 Broadway, Ste. 201  
American Canyon, CA 94503

**WHEN RECORDED RETURN TO:**  
City of American Canyon  
4381 Broadway, Ste. 201  
American Canyon, CA 94503

Attn: City Clerk

MAIL TAX STATEMENTS TO: SAME AS ABOVE

SPACE ABOVE FOR RECORDERS USE

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103

**RESOLUTION NO. 2023-08**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON  
AUTHORIZING THE CITY MANAGER TO SUMMARILY VACATE PORTIONS OF EASEMENTS DEDICATED  
FOR PUBLIC ROADS AND PUBLIC UTILITIES PURPOSES OVER, UNDER AND ACROSS A STRIP OF LAND  
DESCRIBED IN WATSON RANCH LARGE LOT FINAL MAP, RECORDED DECEMBER 18, 2019, IN BOOK 28  
OF SUBDIVISION MAPS AT PAGES 6 THROUGH 13 OF NAPA COUNTY OFFICIAL RECORDS**

**WHEREAS**, on December 17, 2019, City Council approved the Watson Ranch Lot Final Map (PL16-0017) for finance and conveyance purposes and authorized the City Manager to accept grant deeds and easements for dedication including backbone street rights-of-way throughout the subdivision for the purpose of construction, operation and maintenance of public roads and public utilities; and

**WHEREAS**, on June 15, 2022, City of American Canyon Public Works approved the Watson Ranch the final plans for the Phase 1 Backbone Improvements and the street alignments for Rio Del Mar and Rolling Hills Drive did not fit the original easements; therefore, portions of the easements will need to be abandoned and relocated. Some areas within the abandoned easement will be reserved for public access and public utilities; and

**WHEREAS**, Section 8333(c) et seq. and 8340(a) et seq. of the Streets and Highway Code provides a procedure for the City to vacate unneeded and unused public easement in a simple perfunctory manner, known as summary vacation.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of American Canyon hereby authorizes the City Manager to summarily vacate portions of easements dedicated for the purpose of public roads and public utilities over, under and across a strip of land described in Watson Ranch Large Lot Final Map, recorded December 18, 2019, in Book 28 of Subdivision Maps at pages 6 through 13, Napa County Official Records.

**PASSED, APPROVED and ADOPTED** at a regular meeting of the City Council of the City of American Canyon held on the 7<sup>th</sup> day of February 2023, by the following vote:

AYES: Councilmembers Aboudamous, Oro, Joseph, Vice Mayor Washington, and Mayor Garcia  
NOES: None  
ABSTAIN: None  
ABSENT: None

ATTEST:

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

APPROVED AS TO FORM:

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

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

Attachments:

Exhibit A: Watson Ranch Large Lot Final Map

Exhibit B: Right of Way Vacations and Easement Reservations Legal Descriptions and Maps

OWNER'S STATEMENT

THE UNDERSIGNED, AMERICAN CANYON I, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREBY STATES THAT THEY ARE THE ONLY ENTITY HAVING RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION HEREON ENTITLED "LARGE LOT FINAL MAP WATSON RANCH" CONSISTING OF 8 SHEETS; THAT IT DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED FOR DEDICATION TO THE CITY OF AMERICAN CANYON IN FEE FOR PUBLIC ROAD AND UTILITY PURPOSES:

- 1. NEWELL DRIVE
2. RIO DEL MAR
3. LOOP ROAD
4. ROLLING HILLS DRIVE

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

- 1. LOT 4
2. LOT 12
3. LOT 18
4. LOT 19

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

- 1. LOT 13. SAID LOT 13 IS RESERVED FOR PUBIC PURPOSES IN ACCORDANCE WITH THE APPROVED DEVELOPMENT AGREEMENT FOR SAID SUBDIVISION PER SERIES NUMBER 2019-0013806.
2. "PUBLIC ACCESS EASEMENT" OR "PAE" IS RESERVED FOR THE PURPOSE OF PUBLIC VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS ON, ACROSS, AND OVER THOSE DESIGNATED AREAS. SAID EASEMENTS ARE SUBJECT TO REPLACEMENT, RELOCATION, OR ABANDONMENT.
3. 16' VINE TRAIL EASEMENT IS RESERVED FOR THE PURPOSE OF PUBLIC PEDESTRIAN INGRESS AND EGRESS ON, ACROSS, AND OVER THOSE DESIGNATED AREAS.

WE HEREBY RETAIN OWNERSHIP OF LOTS 1-3, LOTS 5-11, LOTS 13-17, LOTS 20-24 AND PARCEL A.

AMERICAN CANYON I, LLC, A DELAWARE LIMITED LIABILITY COMPANY:

BY: [Signature] NAME: Terrence McGrath TITLE: Managing Member
BY: [Signature] NAME: JEFFREY L. JAEGER TITLE: MANAGING MEMBER

OWNER'S ACKNOWLEDGMENT

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

STATE OF California } SS.
COUNTY OF Napa }

ON December 17, 2019, BEFORE ME, Cherri S. Walton, A NOTARY PUBLIC, PERSONALLY APPEARED Terrence McGrath, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:
SIGNATURE: [Signature]
NAME (PRINT): Cherri S. Walton
PRINCIPAL COUNTY OF BUSINESS: Napa
MY COMMISSION NUMBER: 2263305
MY COMMISSION EXPIRES: October 22, 2022

OWNER'S ACKNOWLEDGMENT

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

STATE OF California } SS.
COUNTY OF Napa }

ON December 17, 2019, BEFORE ME, Cherri S. Walton, A NOTARY PUBLIC, PERSONALLY APPEARED Jeffrey L. Jaeger, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

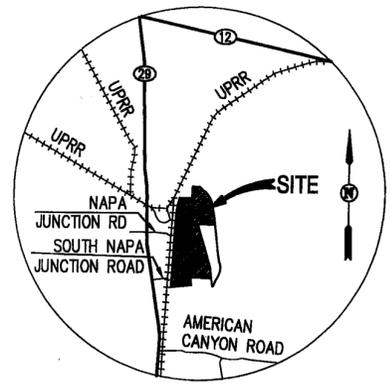
WITNESS MY HAND:
SIGNATURE: [Signature]
NAME (PRINT): Cherri S. Walton
PRINCIPAL COUNTY OF BUSINESS: Napa
MY COMMISSION NUMBER: 2263305
MY COMMISSION EXPIRES: October 22, 2022

COUNTY TAX COLLECTOR AND REDEMPTION OFFICER'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES (EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE) AGAINST ANY PART OF THE LAND INCLUDED IN THE WITHIN SUBDIVISION, AND THAT SECURITY IN THE AMOUNT OF \$ 0 HAS BEEN FILED WITH THE COUNTY TAX COLLECTOR AND REDEMPTION OFFICER TO GUARANTEE THE PAYMENT OF ALL TAXES AND ASSESSMENTS COLLECTED AS TAXES, WHICH ARE NOW A LIEN AGAINST THE PROPERTY IN THE WITHIN SUBDIVISION, BUT WHICH ARE NOT YET PAYABLE.

James B Hudak 12-18-19
JAMES B. HUDAK
COUNTY TAX COLLECTOR AND
REDEMPTION OFFICER
COUNTY OF NAPA, STATE OF CALIFORNIA

Daunte Martindale 12-18-19
DEPUTY
Must be recorded by 12/21/19



VICINITY MAP NOT TO SCALE

RECORDER'S STATEMENT

FILED FOR RECORD THIS 18 DAY OF December, 2019, AT 10:24 AM., IN BOOK 28 OF SUBDIVISION MAPS AT PAGES 6 THROUGH 13, INCLUSIVE, COUNTY OF NAPA, STATE OF CALIFORNIA, AT THE REQUEST OF THE CITY OF AMERICAN CANYON. FILE NO. 2019-0026196 FEES: \$ 22.00

JOHN TUTEUR
COUNTY RECORDER IN AND FOR THE COUNTY OF NAPA, STATE OF CALIFORNIA.

John Walker
DEPUTY COUNTY RECORDER
COUNTY OF NAPA
STATE OF CALIFORNIA

LARGE LOT FINAL MAP WATSON RANCH

CONSISTING OF 8 SHEETS
BEING A SUBDIVISION OF THE LANDS OF AMERICAN CANYON I, LLC DESCRIBED IN THE GRANT DEEDS RECORDED AS SERIES NO. 2004 - 0002720 AND 2011 - 0032012, OFFICIAL RECORDS OF NAPA COUNTY BEING A PORTION OF SECTIONS 13, 18, 19 AND 24, T.4W., R.3W., M.D.B.&M. APN : 059-020-031, 059-020-039, 059-020-040, 24 LOTS, AND 1 PARCEL, 251.78± AC. CITY OF AMERICAN CANYON, NAPA COUNTY, CALIFORNIA



SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM

CIVIL ENGINEERS SURVEYORS PLANNERS
DECEMBER 2019

**SURVEYOR'S STATEMENT**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF AMERICAN CANYON I, LLC., IN MARCH 2016. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 2021, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

*Mark H. Wehber*  
MARK H. WEHBER, P.L.S.  
L.S. NO. 7960

12/13/19  
DATE



**SIGNATURE OMISSIONS**

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

1. PACIFIC GAS AND ELECTRIC COMPANY: EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES PER BOOK 39, PAGE 15 OF OFFICIAL RECORDS, (PLOTTED HEREON).
2. PACIFIC GAS AND ELECTRIC COMPANY: EASEMENT FOR GAS PIPELINES AND INCIDENTAL PURPOSES PER BOOK 55, PAGE 181 OF OFFICIAL RECORDS OF OFFICIAL RECORDS, (PLOTTED HEREON).
3. PACIFIC GAS AND ELECTRIC COMPANY AND AMERICAN TELEPHONE AND TELEGRAPH COMPANY: EASEMENT FOR POLE LINE AND INCIDENTAL PURPOSES PER BOOK 405, PAGE 342 OF OFFICIAL RECORDS (PLOTTED HEREON).
4. PACIFIC GAS AND ELECTRIC COMPANY: EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES PER BOOK 1463, PAGE 786 OF OFFICIAL RECORDS, (PLOTTED HEREON).
5. SPRINT COMMUNICATIONS COMPANY, QWEST COMMUNICATIONS COMPANY, LEVEL 3 COMMUNICATIONS AND WILTEL COMMUNICATIONS: EASEMENT FOR TELECOMMUNICATIONS AND INCIDENTAL PURPOSES PER SERIES NUMBER 2013-0035312 OF OFFICIAL RECORDS (NOT LOCATABLE OF RECORD).

**CITY CLERK'S CERTIFICATE**

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON AT A REGULAR MEETING HELD ON THE 17<sup>th</sup> DAY OF December, 2019 HAS APPROVED THIS MAP ENTITLED "LARGE LOT FINAL MAP WATSON RANCH" AND HAS ACCEPTED ON BEHALF OF THE CITY OF AMERICAN CANYON PUBLIC, THE FOLLOWING DEDICATIONS AND ABANDONMENT SHOWN HEREON IN THE BODY OF SAID MAP:

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED FOR DEDICATION TO THE CITY OF AMERICAN CANYON IN FEE FOR PUBLIC ROAD AND UTILITY PURPOSES:

1. NEWELL DRIVE
2. RIO DEL MAR
3. LOOP ROAD
4. ROLLING HILLS DRIVE

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

1. LOT 4
2. LOT 12
3. LOT 18
4. LOT 19

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

1. LOT 13. SAID LOT 13 IS RESERVED FOR PUBIC PURPOSES IN ACCORDANCE WITH THE APPROVED DEVELOPMENT AGREEMENT FOR SAID SUBDIVISION PER SERIES NUMBER 2019-0013806.
2. "PUBLIC ACCESS EASEMENT" OR "PAE" IS RESERVED FOR THE PURPOSE OF PUBLIC VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS ON, ACROSS, AND OVER THOSE DESIGNATED AREAS. SAID EASEMENTS ARE SUBJECT TO REPLACEMENT, RELOCATION, OR ABANDONMENT.
3. 16' VINE TRAIL EASEMENT IS RESERVED FOR THE PURPOSE OF PUBLIC PEDESTRIAN INGRESS AND EGRESS ON, ACROSS, AND OVER THOSE DESIGNATED AREAS.

AND PURSUANT TO SECTION 66434(G) OF THE SUBDIVISION MAP ACT, THE FOLLOWING STREET EASEMENT WITHIN THE BOUNDARY OF THE MAP, WILL BE ABANDONED WITH THE FILING OF THIS MAP.

1. THE EXISTING 50' RIGHT OF WAY EASEMENT OF CENTER AVENUE, AS DESCRIBED IN BOOK 1 OF RECORD MAPS PAGE 66.

*Suellen Johnston*  
SUELLEN JOHNSTON, CMC  
CITY CLERK, CITY OF AMERICAN CANYON  
STATE OF CALIFORNIA

12/15/19  
DATE

**CITY ENGINEER'S STATEMENT**

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

*Jason B. Holley*  
\* JASON B. HOLLEY  
CITY ENGINEER, CITY OF AMERICAN CANYON  
STATE OF CALIFORNIA  
RCE 66176  
\* Jason B. Holley  
City Engineer

December 18, 2019  
DATE



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

*Richard A. Moshier*  
RICHARD A. MOSHIER  
STATE OF CALIFORNIA  
RCE 30696

12/17/2019  
DATE



**LARGE LOT FINAL MAP  
WATSON RANCH**

CONSISTING OF 8 SHEETS  
BEING A SUBDIVISION OF THE LANDS OF AMERICAN CANYON I, LLC  
DESCRIBED IN THE GRANT DEEDS RECORDED AS SERIES NO. 2004 - 0002720  
AND 2011 - 0032012, OFFICIAL RECORDS OF NAPA COUNTY  
BEING A PORTION OF SECTIONS 13, 18, 19 AND 24, T.4W., R.3W., M.D.B.&M.  
APN : 059-020-031, 059-020-039, 059-020-040, 24 LOTS, AND 1 PARCEL, 251.78± AC.  
CITY OF AMERICAN CANYON, NAPA COUNTY, CALIFORNIA



CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

SAN RAMON ■ (925) 866-0322  
SACRAMENTO ■ (916) 375-1877  
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DECEMBER 2019

## BASIS OF BEARINGS:

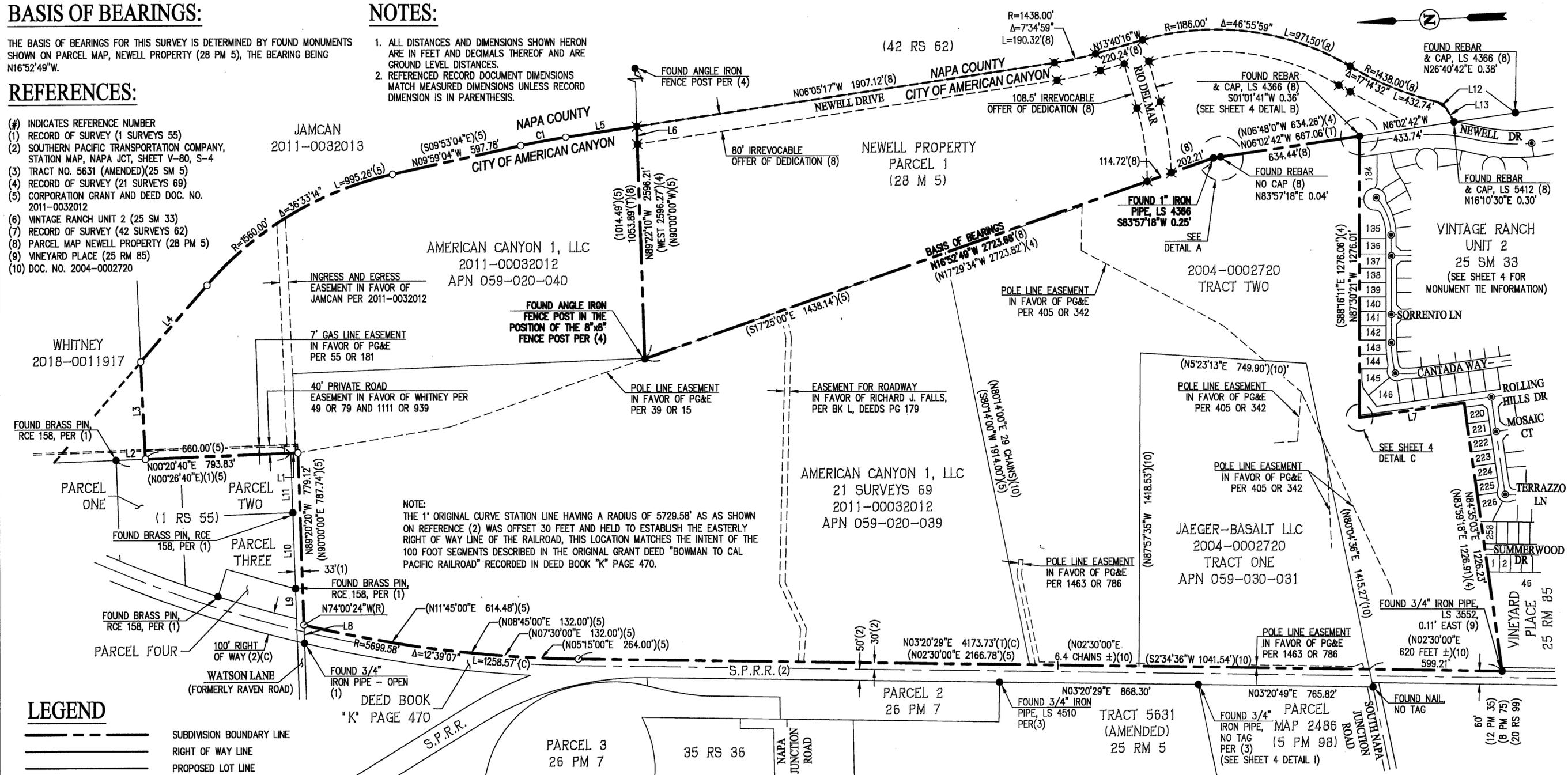
THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS SHOWN ON PARCEL MAP, NEWELL PROPERTY (28 PM 5), THE BEARING BEING N16°52'49"W.

## REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) RECORD OF SURVEY (1 SURVEYS 55)
- (2) SOUTHERN PACIFIC TRANSPORTATION COMPANY, STATION MAP, NAPA JCT, SHEET V-80, S-4
- (3) TRACT NO. 5631 (AMENDED)(25 SM 5)
- (4) RECORD OF SURVEY (21 SURVEYS 69)
- (5) CORPORATION GRANT AND DEED DOC. NO. 2011-0032012
- (6) VINTAGE RANCH UNIT 2 (25 SM 33)
- (7) RECORD OF SURVEY (42 SURVEYS 62)
- (8) PARCEL MAP NEWELL PROPERTY (28 PM 5)
- (9) VINEYARD PLACE (25 RM 85)
- (10) DOC. NO. 2004-0002720

## NOTES:

1. ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE GROUND LEVEL DISTANCES.
2. REFERENCED RECORD DOCUMENT DIMENSIONS MATCH MEASURED DIMENSIONS UNLESS RECORD DIMENSION IS IN PARENTHESIS.



NOTE:  
THE 1" ORIGINAL CURVE STATION LINE HAVING A RADIUS OF 5729.58' AS SHOWN ON REFERENCE (2) WAS OFFSET 30 FEET AND HELD TO ESTABLISH THE EASTERLY RIGHT OF WAY LINE OF THE RAILROAD. THIS LOCATION MATCHES THE INTENT OF THE 100 FOOT SEGMENTS DESCRIBED IN THE ORIGINAL GRANT DEED "BOWMAN TO CAL PACIFIC RAILROAD" RECORDED IN DEED BOOK "K" PAGE 470.

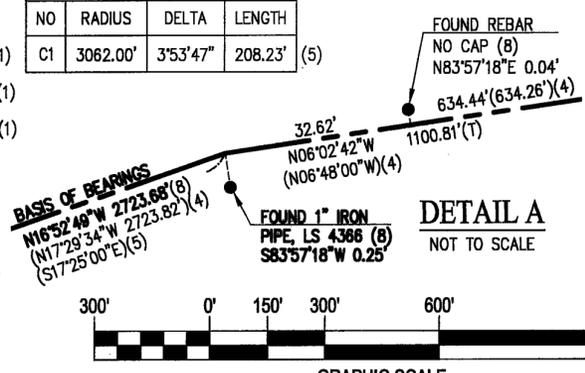
## LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- PROPOSED LOT LINE
- EXISTING LOT LINE
- EASEMENT LINE
- CENTERLINE
- CITY LIMIT LINE
- (C) CALCULATED
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- PAE PUBLIC ACCESS EASEMENT
- FOUND STANDARD STREET MONUMENT
- FOUND MONUMENT AS NOTED
- ⊗ FOUND 5/8" REBAR AND CAP, LS 7960 PER (8)
- SET 5/8" REBAR AND CAP, LS 7960

LINE TABLE		
NO	BEARING	LENGTH
L1	N00°39'40"E	33.00' (N00°00'00"E)(5)
L2	N00°20'40"E	133.83' (N00°26'40"E)(1)(132.00')(C)
L3	N89°54'00"E	441.43' (N90°00'00"E)(5)
L4	N46°32'18"W	458.92' (S46°26'18"E)(5)
L5	N06°05'17"W	324.18' (S05°59'17"E 312.38')(5)
L6	N89°22'10"W	80.55' (8)
L7	N05°28'37"W	478.74' (N05°20'20"E)(6)

LINE TABLE		
NO	BEARING	LENGTH
L8	N89°20'20"W	82.91' (S89°25'35"E 103.71')(1)
L9	N89°20'20"W	135.30' (N89°25'35"W 135.00')(1)
L10	N89°20'20"W	344.88' (N89°25'35"W 343.93')(1)
L11	N89°20'20"W	269.00' (N89°25'35"W)(1)
L12	N39°18'45"E	45.11' (N39°18'45"W)(8)
L13	N62°16'24"E	73.38' (8)

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	3062.00'	3°53'47"	208.23' (5)



## LARGE LOT FINAL MAP WATSON RANCH

CONSISTING OF 8 SHEETS  
BEING A SUBDIVISION OF THE LANDS OF AMERICAN CANYON I, LLC DESCRIBED IN THE GRANT DEEDS RECORDED AS SERIES NO. 2004-0002720 AND 2011-0032012, OFFICIAL RECORDS OF NAPA COUNTY BEING A PORTION OF SECTIONS 13, 18, 19 AND 24, T.4W., R.3W., M.D.B.&M. APN : 059-020-031, 059-020-039, 059-020-040, 24 LOTS, AND 1 PARCEL, 251.78± AC. CITY OF AMERICAN CANYON, NAPA COUNTY, CALIFORNIA



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SCALE: 1" = 300' DECEMBER 2019

## BASIS OF BEARINGS:

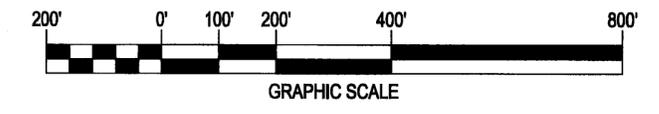
THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS SHOWN ON PARCEL MAP, NEWELL PROPERTY (28 PM 5), THE BEARING BEING N16°52'49"W.

## REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) RECORD OF SURVEY (1 SURVEYS 55)
- (2) SOUTHERN PACIFIC TRANSPORTATION COMPANY, STATION MAP, NAPA JCT, SHEET V-80, S-4
- (3) TRACT NO. 5631 (AMENDED)(25 SM 5)
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- (8) PARCEL MAP NEWELL PROPERTY (28 PM 5)
- (9) VINEYARD PLACE (25 RM 85)
- (10) DOC. NO. 2004-0002720

## NOTES:

- 1. SEE SHEET 3 FOR ALL REFERENCE DOCUMENTS.



## LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- PROPOSED LOT LINE
- EXISTING LOT LINE
- EASEMENT LINE
- CENTERLINE
- CITY LIMIT LINE
- (C) CALCULATED
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- PAE PUBLIC ACCESS EASEMENT
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- FOUND MONUMENT AS NOTED
- ⊗ FOUND 5/8" REBAR AND CAP, LS 7960 PER (8)
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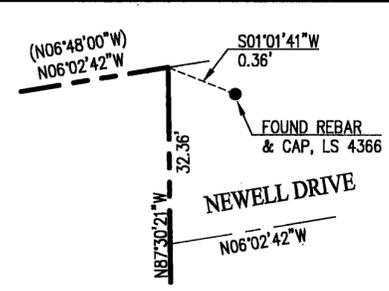
## LARGE LOT FINAL MAP WATSON RANCH

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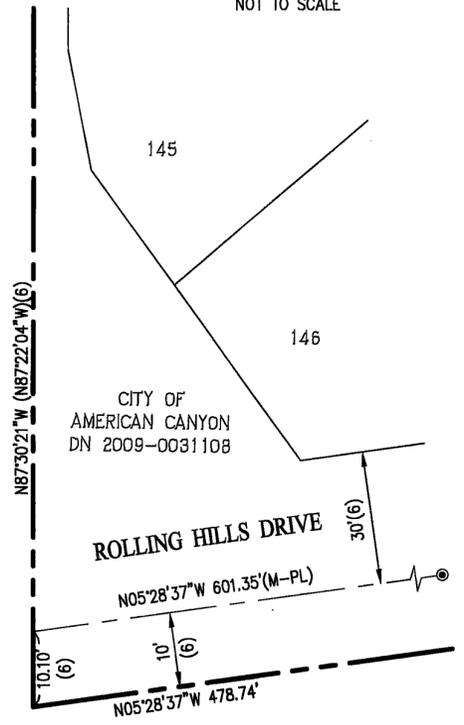


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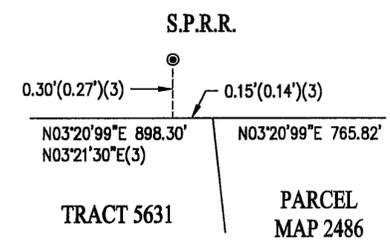
SCALE: 1" = 200' DECEMBER 2019



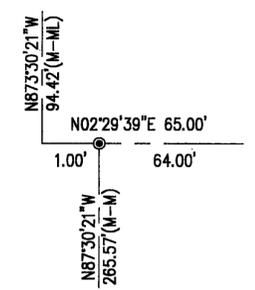
DETAIL B  
NOT TO SCALE



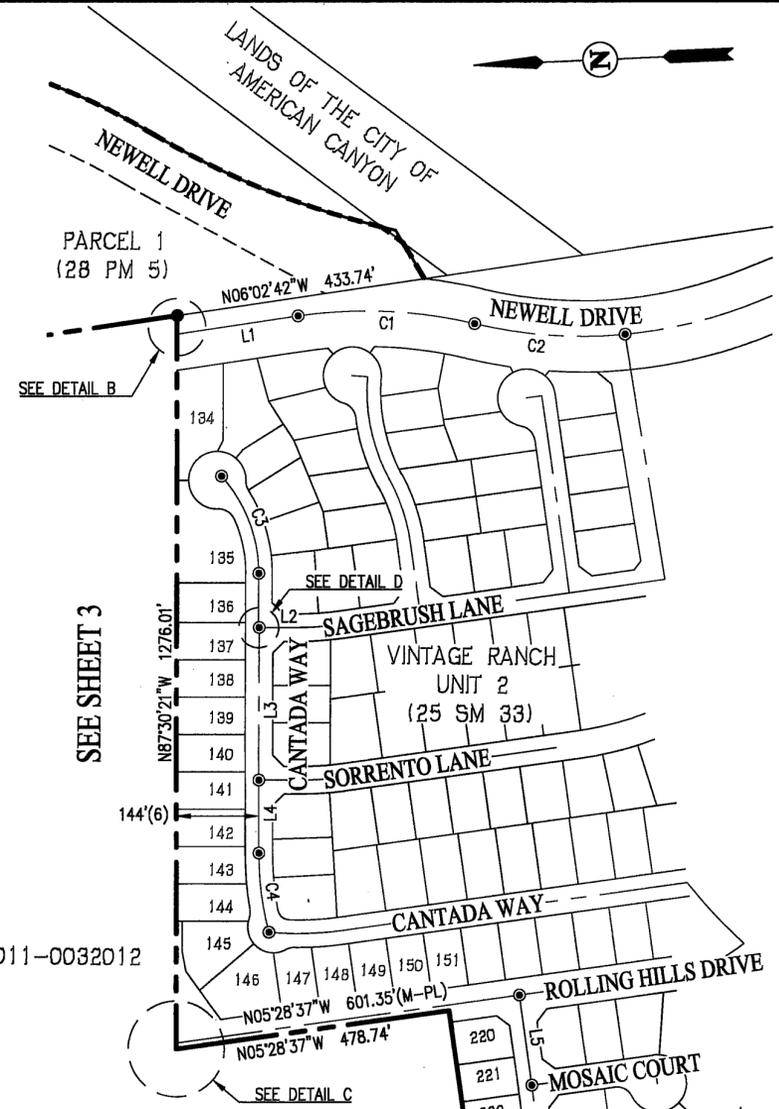
DETAIL C  
NOT TO SCALE



DETAIL I  
NOT TO SCALE

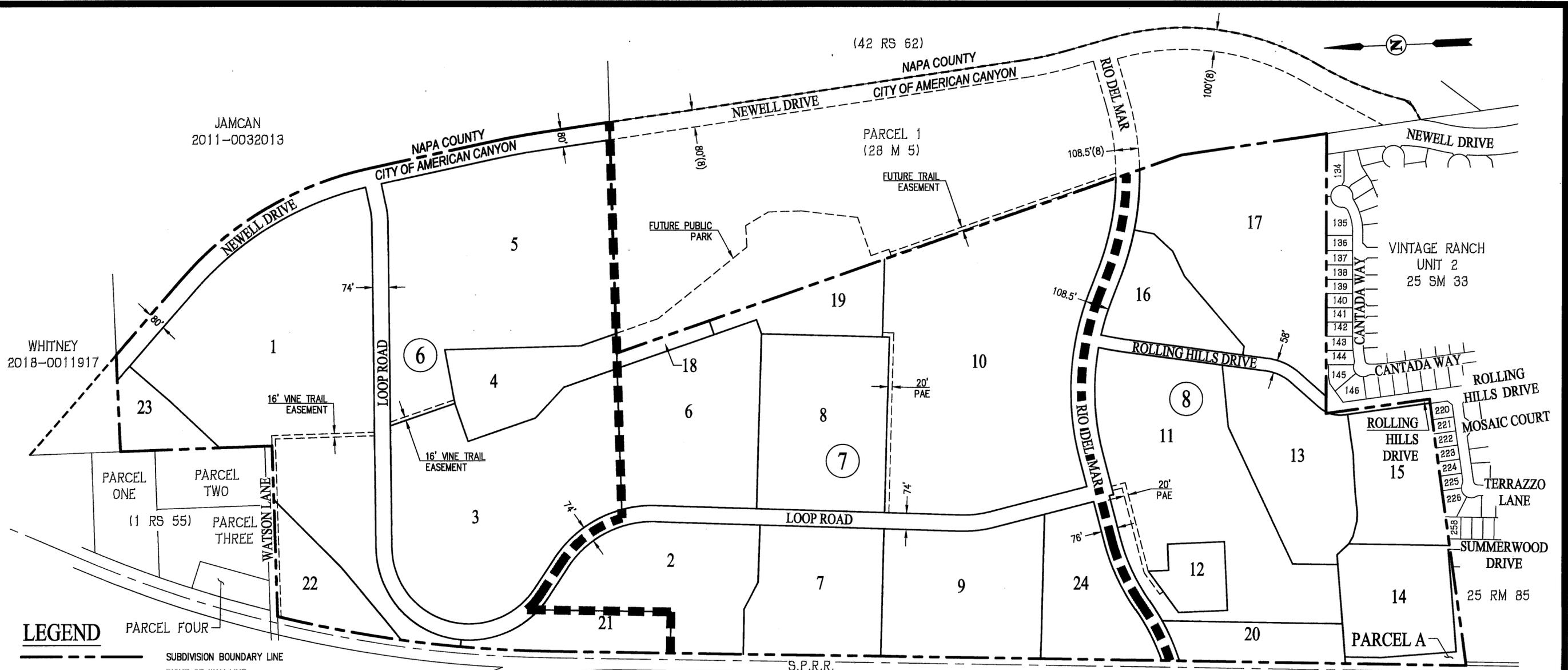


DETAIL D  
NOT TO SCALE



LINE TABLE			
NO	BEARING	LENGTH	
L1	N06°02'42"W	213.12'	(M-PL), (N05°54'25"W)(6)
L2	N02°29'39"E	64.00'	(M-M), (N02°37'56"E)(6)
L3	N87°30'21"W	265.57'	(M-M), (N87°22'04"W)(6)
L4	N87°30'21"W	127.19'	(M-M), (N87°22'04"W)(6)
L5	N84°35'03"E	158.00'	(M-M), (N84°43'20"E)(6)
L6	N84°35'03"E	288.02'	(M-M), (N84°43'20"E)(6)

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	800.00'	22°01'25"	307.51'
C2	800.00'	15°52'30"	511.61'
C3	250.00'	42°32'21"	185.61'
C4	550.00'	14°31'14"	139.39'



**LEGEND**

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- PROPOSED LOT LINE
- EXISTING LOT LINE
- EASEMENT LINE
- CENTERLINE
- CITY LIMIT LINE
- (C) CALCULATED
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- PAE PUBLIC ACCESS EASEMENT
- ⊙ FOUND STANDARD STREET MONUMENT
- FOUND MONUMENT AS NOTED
- ✱ FOUND 5/8" REBAR AND CAP, LS 7960 PER (B)
- SET 5/8" REBAR AND CAP, LS 7960
- 1 LOT NUMBER
- SHEET LIMIT
- # SHEET NUMBER

**NOTES:**

1. SEE SHEET 3 FOR ALL REFERENCE DOCUMENTS.



**LARGE LOT FINAL MAP  
WATSON RANCH**

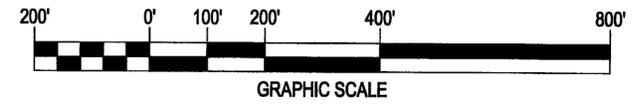
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 SCALE: 1" = 300' DECEMBER 2019

LINE TABLE		
NO	BEARING	LENGTH
L1	N82°39'18"W	31.61'
L2	N00°39'40"E	33.00'
L3	N89°22'10"W	90.00'
L4	N89°26'44"W	70.23'
L5	N54°17'28"W	165.23'
L6	N54°17'28"W	165.23'
L7	N80°00'56"E	96.35'
L8	N80°00'56"E	96.49'
L9	N89°54'00"E	116.09'
L10	N89°22'10"W	80.55'
L11	N47°28'52"E	23.38'
L12	S89°20'20"E	46.95'
L13	N88°18'19"W	16.00'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	5699.58'	2°43'51"	271.67'
C2	363.00'	11°40'45"	73.99'
C3	2982.00'	3°53'47"	202.79'
C4	437.00'	11°40'45"	89.08'
C5	3062.00'	3°53'47"	208.23'
C6	5699.58'	4°05'43"	407.37'
C7	427.00'	9°19'54"	69.54'

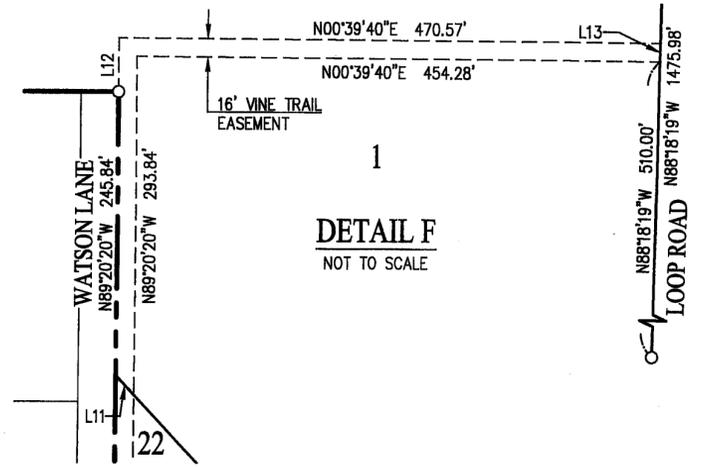


### LEGEND

- SUBDIVISION BOUNDARY LINE
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- (M-PL) MONUMENT TO PROPERTY LINE
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- FOUND STANDARD STREET MONUMENT
- FOUND MONUMENT AS NOTED
- ⊗ FOUND 5/8" REBAR AND CAP, LS 7960 PER (8)
- SET 5/8" REBAR AND CAP, LS 7960
- 1 LOT NUMBER

### NOTES:

- SEE SHEET 3 FOR ALL REFERENCE DOCUMENTS.

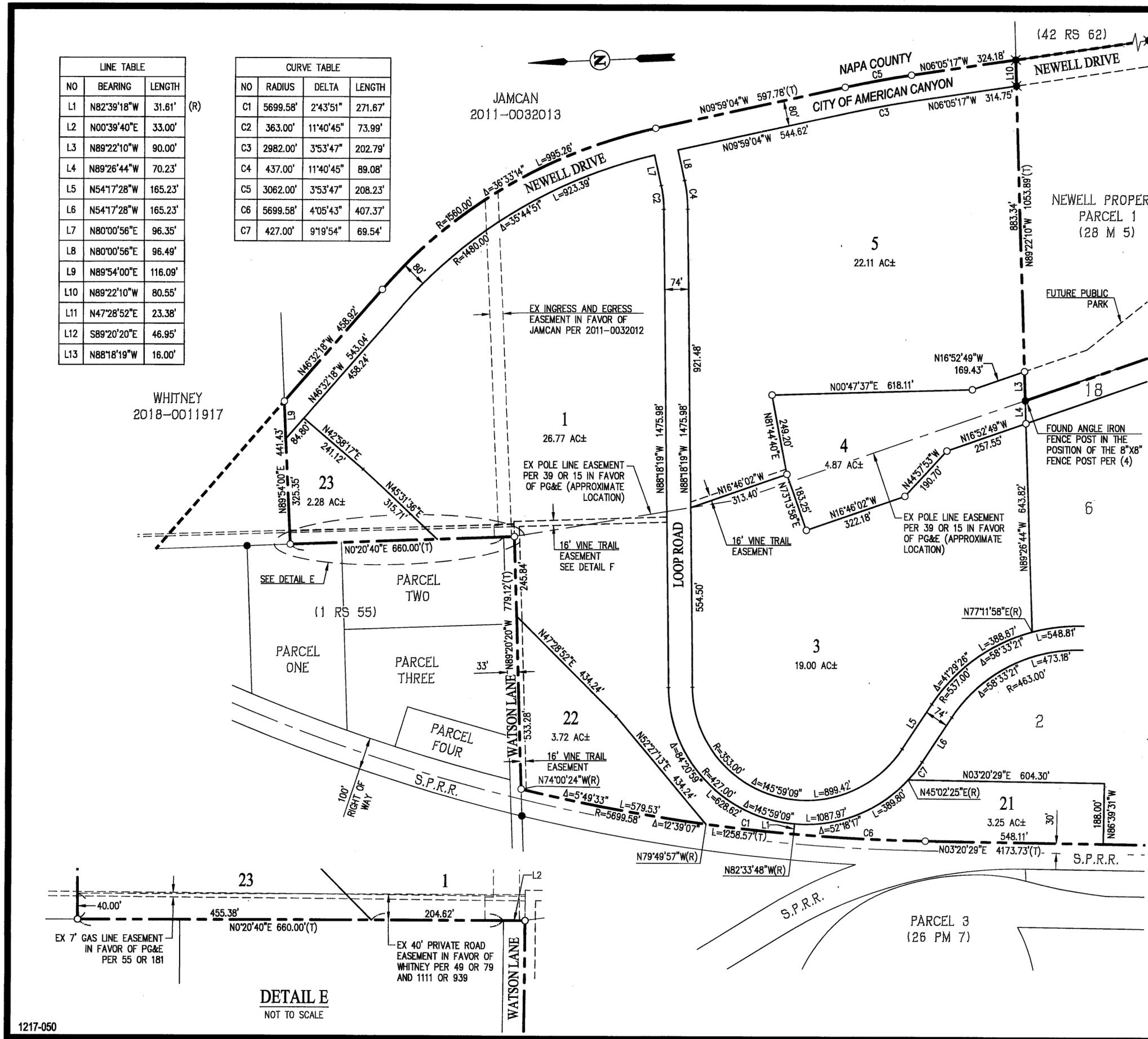


## LARGE LOT FINAL MAP WATSON RANCH

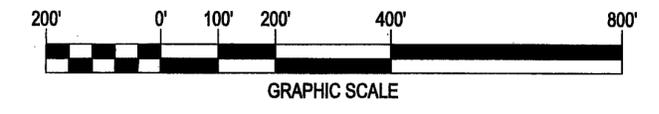
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 SCALE: 1" = 200' DECEMBER 2019



**DETAIL E**  
NOT TO SCALE



### LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	PROPOSED LOT LINE
	EXISTING LOT LINE
	EASEMENT LINE
	CENTERLINE
	CITY LIMIT LINE
(C)	CALCULATED
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
PAE	PUBLIC ACCESS EASEMENT
⊙	FOUND STANDARD STREET MONUMENT
●	FOUND MONUMENT AS NOTED
⊗	FOUND 5/8" REBAR AND CAP, LS 7960 PER (8)
○	SET 5/8" REBAR AND CAP, LS 7960
1	LOT NUMBER

### NOTES:

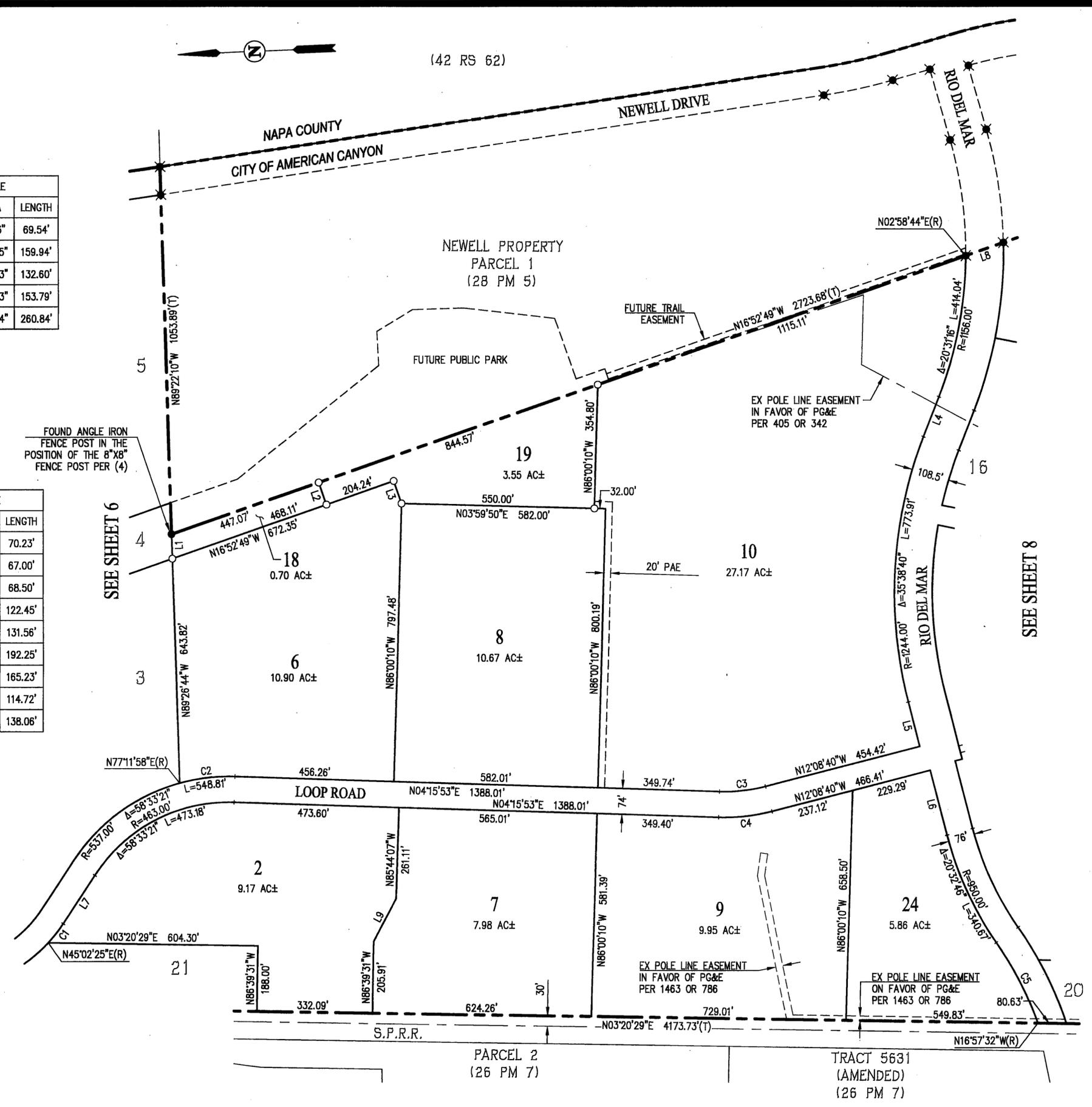
1. SEE SHEET 3 FOR ALL REFERENCE DOCUMENTS.

### CURVE TABLE

NO	RADIUS	DELTA	LENGTH
C1	427.00'	9°19'53"	69.54'
C2	537.00'	17°03'55"	159.94'
C3	463.00'	16°24'33"	132.60'
C4	537.00'	16°24'33"	153.79'
C5	950.00'	15°43'54"	260.84'

### LINE TABLE

NO	BEARING	LENGTH
L1	N89°26'44"W	70.23'
L2	N73°07'11"E	67.00'
L3	N73°07'11"E	68.50'
L4	N66°30'00"W	122.45'
L5	N77°51'20"E	131.56'
L6	N77°51'20"E	192.25'
L7	N54°17'28"W	165.23'
L8	N16°52'49"W	114.72'
L9	N60°04'49"W	138.06'



## LARGE LOT FINAL MAP WATSON RANCH

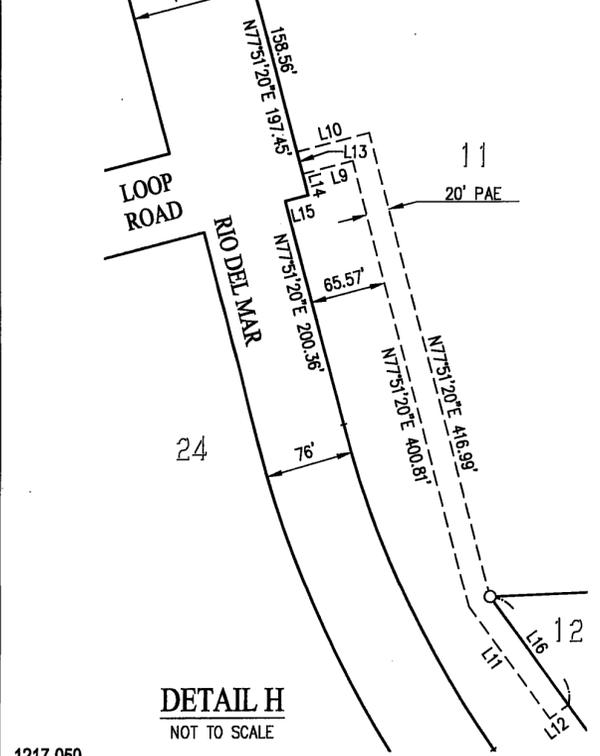
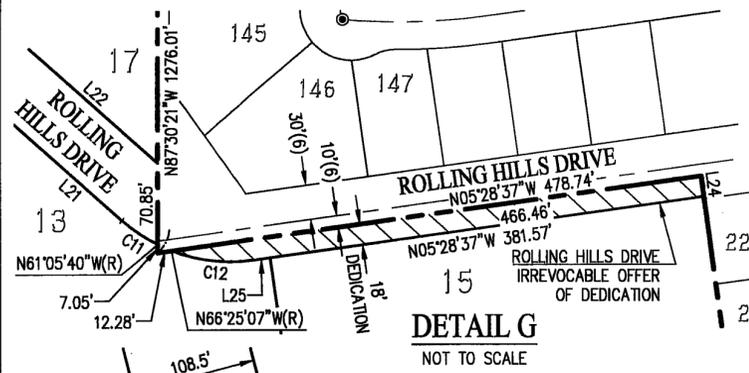
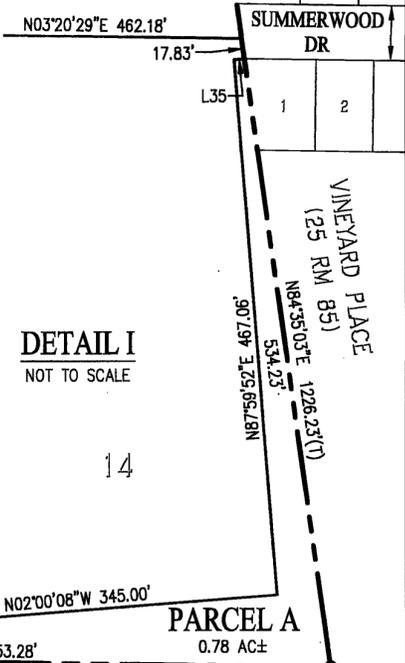
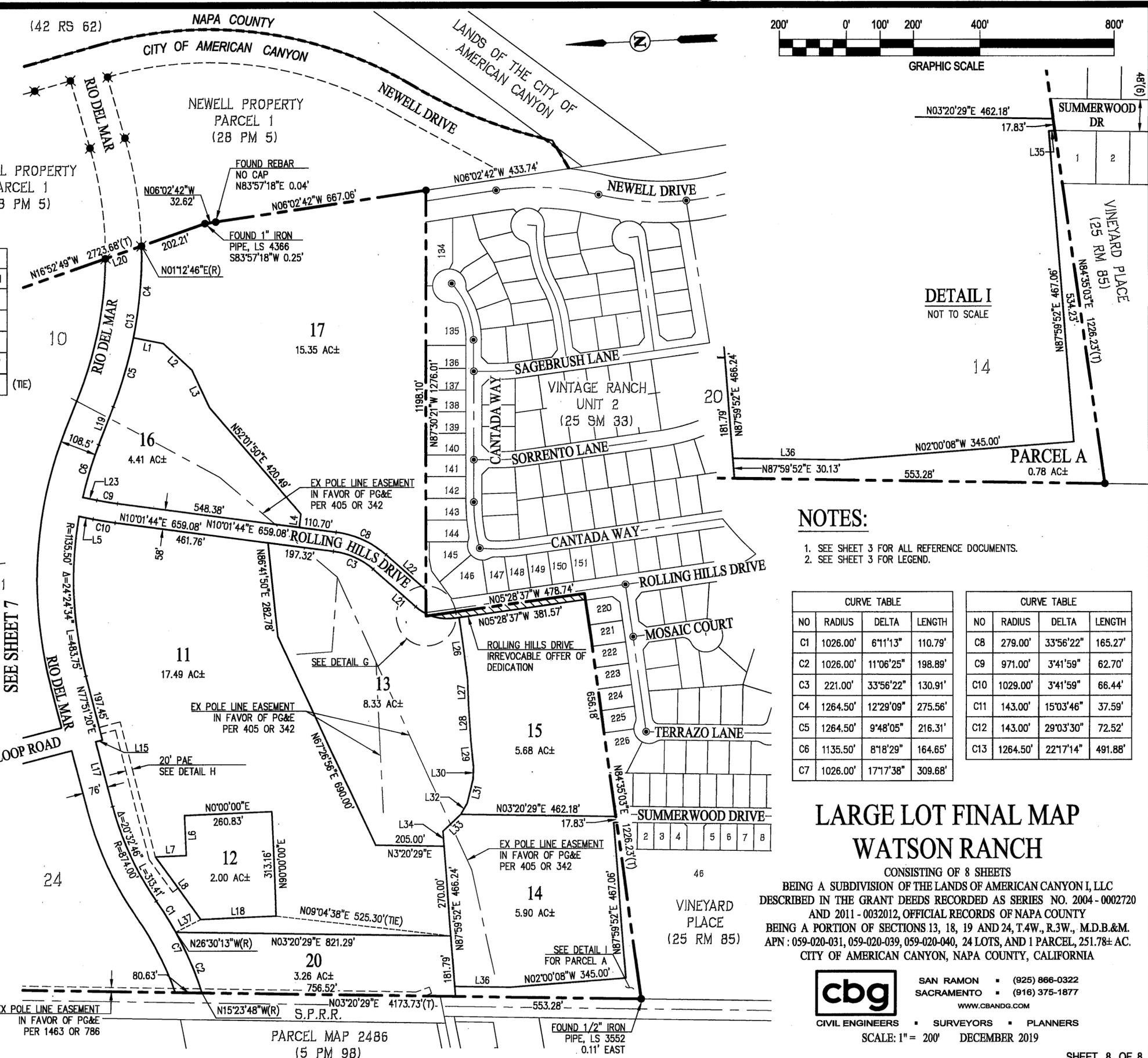
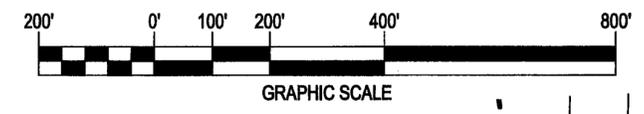
CONSISTING OF 8 SHEETS  
 BEING A SUBDIVISION OF THE LANDS OF AMERICAN CANYON I, LLC  
 DESCRIBED IN THE GRANT DEEDS RECORDED AS SERIES NO. 2004 - 0002720  
 AND 2011 - 0032012, OFFICIAL RECORDS OF NAPA COUNTY  
 BEING A PORTION OF SECTIONS 13, 18, 19 AND 24, T.4W., R.3W., M.D.B.&M.  
 APN : 059-020-031, 059-020-039, 059-020-040, 24 LOTS, AND 1 PARCEL, 251.78± AC.  
 CITY OF AMERICAN CANYON, NAPA COUNTY, CALIFORNIA

**cbg** SAN RAMON (925) 866-0322  
 SACRAMENTO (916) 375-1877  
 WWW.CBANDG.COM  
 CIVIL ENGINEERS SURVEYORS PLANNERS  
 SCALE: 1" = 200' DECEMBER 2019

NO	BEARING	LENGTH
L1	N13°41'55"E	91.50'
L2	N45°14'33"E	116.64'
L3	N67°19'19"E	125.18'
L4	N79°58'16"W	40.04'
L5	N13°43'43"E	43.13'
L6	N90°00'00"W	119.46'
L7	N00°00'00"E	92.86'
L8	N56°13'55"E	233.02'
L9	N12°08'40"W	45.07'
L10	N12°08'40"W	65.07'
L11	N56°13'55"E	120.33'
L12	N33°46'05"W	20.00'
L13	N77°51'20"E	20.00'
L14	N77°51'20"E	18.90'
L15	N12°08'40"W	20.50'
L16	N56°13'55"E	116.51'

NO	BEARING	LENGTH
L17	N77°51'20"E	200.36'
L18	N00°00'00"E	224.17'
L19	N66°30'00"W	122.45'
L20	N16°52'49"W	114.72'
L21	N43°58'06"E	169.91'
L22	N43°58'06"E	180.15'
L23	N13°43'43"E	43.13'
L24	N84°35'03"E	18.00'
L25	N05°28'37"W	15.42'
L26	N84°31'23"E	185.00'
L27	N89°55'24"W	80.38'
L28	N88°41'09"E	105.28'
L29	N86°34'51"E	80.05'
L30	N85°59'46"W	35.48'
L31	N73°26'04"W	75.52'
L32	N57°51'43"W	38.28'

NO	BEARING	LENGTH
L33	N40°37'51"W	74.03'
L34	N87°59'52"E	44.58'
L35	N02°00'08"W	9.06'
L36	N03°20'29"E	165.72'
L37	N24°26'58"W	84.58'



### NOTES:

- SEE SHEET 3 FOR ALL REFERENCE DOCUMENTS.
- SEE SHEET 3 FOR LEGEND.

NO	RADIUS	DELTA	LENGTH
C1	1026.00'	6°11'13"	110.79'
C2	1026.00'	11°06'25"	198.89'
C3	221.00'	33°56'22"	130.91'
C4	1264.50'	12°29'09"	275.56'
C5	1264.50'	9°48'05"	216.31'
C6	1135.50'	8°18'29"	164.65'
C7	1026.00'	17°17'38"	309.68'

NO	RADIUS	DELTA	LENGTH
C8	279.00'	33°56'22"	165.27'
C9	971.00'	3°41'59"	62.70'
C10	1029.00'	3°41'59"	66.44'
C11	143.00'	15°03'46"	37.59'
C12	143.00'	29°03'30"	72.52'
C13	1264.50'	22°17'14"	491.88'

## LARGE LOT FINAL MAP WATSON RANCH

CONSISTING OF 8 SHEETS  
BEING A SUBDIVISION OF THE LANDS OF AMERICAN CANYON I, LLC  
DESCRIBED IN THE GRANT DEEDS RECORDED AS SERIES NO. 2004 - 0002720  
AND 2011 - 0032012, OFFICIAL RECORDS OF NAPA COUNTY  
BEING A PORTION OF SECTIONS 13, 18, 19 AND 24, T.4W., R.3W., M.D.B.&M.  
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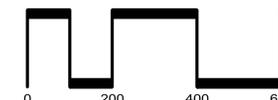
SAN RAMON (925) 866-0322  
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CIVIL ENGINEERS SURVEYORS PLANNERS  
SCALE: 1" = 200' DECEMBER 2019



1A	LOT 14/15 (1217-052)	ADDITIONAL PUE's FOR JOINT TRENCH FACILITIES	
1B	LOT 10 (1217-062)	ADDITIONAL PUE's FOR JOINT TRENCH FACILITIES	
2A	LOT 24 LEMOS POINTE (1217-052)	R.O.W DEDICATION: ADDRESS CITY COMMENT "EASEMENT" DEDICATION TO "FEE" DEDICATION	
2B	LOT 11 NVRG (1217-056)	R.O.W VACATION: ADDRESS CITY COMMENTS	
2C	LOT 16 HOTEL SITE (1217-056)	HOTEL SITE R.O.W DEDICATION & VACATION	
3A	BACKBONE (1217-061)	BACKBONE IMPROVEMENTS ADDITIONAL PUE's	
3B	LOT 24 LEMOS POINTE (1217-053)	SSE	
3C	LOT 11 & 20 NVRG (1217-056)	PUE's FOR PUBLIC UTILITIES	
4	LOT 7 & 9 (1217-061)	PUE's FOR PUBLIC UTILITIES	
5	LOT 17 HOTEL SITE (1217-056)	MALLEN WAY (PREVIOUSLY NEWELL DRIVE WEST) R.O.W. DEDICATION	

# PLAT & LEGAL EXHIBIT WATSON RANCH

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA  
SCALE: 1" = 200' DATE: NOVEMBER 14, 2022



SAN RAMON • (925) 866-0322  
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**EXHIBIT A  
LEGAL DESCRIPTION  
RIGHT OF WAY VACATIONS  
& EASEMENT RESERVATIONS**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF AMERICAN CANYON, COUNTY OF NAPA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF RIO DEL MAR (PUBLIC STREET), AS SAID PUBLIC STREET IS SHOWN AND SO DESIGNATED ON THAT CERTAIN MAP ENTITLED "LARGE LOT FINAL MAP WATSON RANCH", RECORDED DECEMBER 18, 2019, FILED IN BOOK 28 OF RECORD MAPS AT PAGES 6 THROUGH 13, IN THE OFFICE OF THE COUNTY RECORDER OF NAPA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF RIO DEL MAR, SAID POINT BEING THE NORTHEAST CORNER OF LOT 16 AS SAID LOT IS SHOWN ON SAID MAP;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID SOUTHERN LINE, WESTERLY ALONG THE ARC OF A 1264.50 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 13°41'55" EAST, THROUGH A CENTRAL ANGLE OF 09°48'05", AN ARC DISTANCE OF 216.31 FEET, TO THE **POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID SOUTHERN LINE OF RIO DEL MAR, THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 66°30'00" WEST 122.45 FEET,
- 2) ALONG THE ARC OF A TANGENT 1,135.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 04°01'07", AN ARC DISTANCE OF 79.64 FEET;

THENCE, LEAVING SAID SOUTHERN LINE, EASTERLY ALONG THE ARC OF A NON-TANGENT 70.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 11°28'59" EAST, THROUGH A CENTRAL ANGLE OF 41°57'02", AN ARC DISTANCE OF 51.25 FEET;

THENCE, ALONG THE ARC OF A REVERSE 1,264.50 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 30°28'04" EAST, THROUGH A CENTRAL ANGLE OF 06°58'04", AN ARC DISTANCE OF 153.77 FEET TO **SAID POINT OF BEGINNING**.

CONTAINING 866 SQUARE FEET OF LAND, MORE OR LESS.

**RESERVING THEREFROM AN EASEMENT FOR PUBLIC UTILITIES (PUE) :**

BEING A PORTION OF RIO DEL MAR LYING WITHIN THE VACATION AREA DESCRIBED HEREIN;

COMMENCING AT A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF RIO DEL MAR (PUBLIC STREET), SAID POINT BEING THE NORTHEAST CORNER OF LOT 16 AS SAID LOT IS SHOWN ON SAID MAP;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID SOUTHERN RIGHT OF WAY OF RIO DEL MAR, THE FOLLOWING THREE (3) COURSES:

- 1) WESTERLY ALONG THE ARC OF A 1264.50 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH  $13^{\circ}41'55''$  EAST, THROUGH A CENTRAL ANGLE OF  $09^{\circ}48'05''$ , AN ARC DISTANCE OF 216.31 FEET,
- 2) NORTH  $66^{\circ}30'00''$  WEST 122.45 FEET,
- 3) ALONG THE ARC OF A TANGENT 1135.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF  $01^{\circ}19'50''$ , AN ARC DISTANCE OF 26.37 FEET TO THE **POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID SOUTHERN LINE OF RIO DEL MAR, ALONG SAID 1,135.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF  $01^{\circ}08'27''$ , AN ARC DISTANCE OF 22.61 FEET;

THENCE, LEAVING SAID SOUTHERN LINE, NORTH  $14^{\circ}20'48''$  EAST 5.28 FEET;

THENCE, NORTH  $34^{\circ}43'12''$  WEST 7.11 FEET TO A POINT ON THE NORTHERN LINE OF SAID RIGHT OF WAY VACATION;

THENCE, ALONG SAID NORTHERN LINE, THE FOLLOWING TWO (2) COURSES:

- 1) NORTHEASTERLY ALONG THE ARC OF A NON-TANGENT 70.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH  $09^{\circ}56'37''$  WEST, THROUGH A CENTRAL ANGLE OF  $20^{\circ}31'27''$ , AN ARC DISTANCE OF 25.08 FEET,
- 2) ALONG THE ARC OF A REVERSE 1,264.50 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH  $30^{\circ}28'04''$  EAST, THROUGH A CENTRAL ANGLE OF  $00^{\circ}50'30''$ , AN ARC DISTANCE OF 18.58 FEET;

THENCE, LEAVING SAID NORTHERN LINE, NORTH  $89^{\circ}14'15''$  WEST 14.81 FEET;

THENCE, SOUTH  $30^{\circ}12'38''$  WEST 1.81 FEET TO SAID **POINT OF BEGINNING**.

CONTAINING 303 SQUARE FEET OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS SHOWN ON LARGE LOT FINAL MAP, WATSON RANCH (28 RM 6) THE BEARING BEING N16°52'49"W.

ATTACHED HERETO IS EXHIBIT B, A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

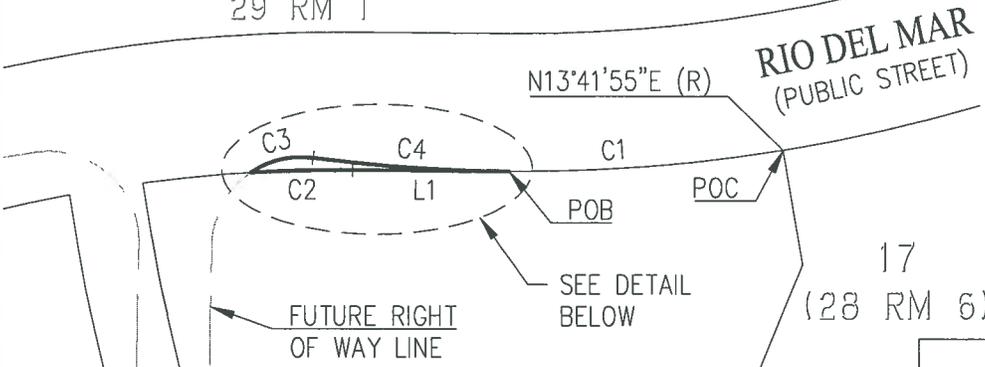


*[Handwritten signature]* 11/14/2022

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

WATSON RANCH LOT 10  
FINAL MAP-PHASE 1  
29 RM 1

LINE TABLE		
NO	BEARING	LENGTH
L1	N66°30'00"W	122.45'
L2	N14°20'48"E	5.28'
L3	N34°43'12"W	7.11'
L4	N89°14'15"W	14.81'
L5	S30°12'38"W	1.81'



11  
PARCEL ONE  
2021-0028467

16  
(28 RM 6)

SCALE: 1"=150'

ROLLING HILLS DRIVE  
(PUBLIC STREET)

17  
(28 RM 6)

**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS SHOWN ON LARGE LOT FINAL MAP, WATSON RANCH (28 RM 6) THE BEARING BEING N16°52'49"W.

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	1264.50'	9°48'05"	216.31'
C2	1135.50'	4°01'07"	79.64'
C3	70.00'	41°57'02"	51.25'
C4	1264.50'	6°58'04"	153.77'
C5	1135.50'	1°19'50"	26.37'
C6	1135.50'	1°08'27"	22.61'
C7	70.00'	20°31'27"	25.08'
C8	1264.50'	0°50'30"	18.58'

S11°28'59"E (R)

S09°56'37"W (R)

PUE AREA=303 SF±

RIGHT OF WAY VACATION AREA=866 SF±

11/14/2022



**LEGEND**

- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PUE PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- (T) TOTAL LENGTH

**DETAIL**

NOT TO SCALE 16 (28 RM 6)

EXHIBIT B

**PLAT TO ACCOMPANY LEGAL DESCRIPTION**

RIGHT OF WAY VACATION & PUBLIC UTILITY EASEMENT (PUE) RESERVATION

RIO DEL MAR (28 RM 6)

AMERICAN CANYON, NAPA COUNTY, CALIFORNIA

NOVEMBER 14, 2022

SHEET 1 OF 1



CIVIL ENGINEERS

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**EXHIBIT A  
LEGAL DESCRIPTION  
RIGHT OF WAY VACATIONS  
& EASEMENT RESERVATIONS**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF AMERICAN CANYON, COUNTY OF NAPA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING PORTIONS OF RIO DEL MAR (PUBLIC STREET) AND ROLLING HILLS DRIVE (PUBLIC STREET), AS SAID STREETS ARE SHOWN AND SO DESIGNATED ON THAT CERTAIN MAP ENTITLED "LARGE LOT FINAL MAP WATSON RANCH", RECORDED DECEMBER 18, 2019, FILED IN BOOK 28 OF SUBDIVISION MAPS AT PAGES 6 THROUGH 13, IN THE OFFICE OF THE COUNTY RECORDER OF NAPA COUNTY;

CONSISTING OF TWO (2) VACATION AREAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**RIGHT OF WAY VACATION AREA 1**

BEING A PORTION OF SAID RIO DEL MAR;

**BEGINNING** AT A POINT ON THE NORTHERN LINE OF LOT 11, AS SAID LOT IS SHOWN ON SAID "LARGE LOT FINAL MAP WATSON RANCH", SAID POINT BEING THE NORTHERLY TERMINUS OF THAT COURSE SHOWN AS "N12°08'40"W 20.50'" ON SAID MAP, AND ALSO BEING ON THE SOUTHERN RIGHT OF WAY OF RIO DEL MAR AS SHOWN ON SAID MAP;

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID SOUTHERN RIGHT OF WAY OF RIO DEL MAR, THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 77°51'20" WEST 200.36 FEET;
- 2) ALONG THE ARC OF A TANGENT 874.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 20°32'46", AN ARC DISTANCE OF 313.41 FEET;

THENCE, LEAVING SAID SOUTHERN LINE, NORTHEASTERLY ALONG THE ARC OF A NON-TANGENT 1,026.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 32°41'26" WEST, THROUGH A CENTRAL ANGLE OF 01°39'18", AN ARC DISTANCE OF 29.63 FEET;

THENCE, ALONG THE ARC OF A REVERSE 874.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 34°20'44" EAST, THROUGH A CENTRAL ANGLE OF 22°12'04", AN ARC DISTANCE OF 338.66 FEET;

THENCE, NORTH 77°51'20" EAST 149.26 FEET;

THENCE, SOUTH 12°08'40" EAST 20.00 FEET TO SAID **POINT OF BEGINNING**.

CONTAINING 6,789 SQUARE FEET OF LAND, MORE OR LESS.

**RESERVING THEREFROM AN EASEMENT FOR PUBLIC UTILITIES (PUE 1):**

BEING A PORTION OF RIO DEL MAR LYING WITHIN VACATION AREA 1 DESCRIBED  
HEREIN;

COMMENCING AT A POINT ON THE NORTHERN LINE OF LOT 11, AS SAID LOT IS  
SHOWN ON SAID "LARGE LOT FINAL MAP WATSON RANCH", SAID POINT BEING THE  
NORTHERLY TERMINUS OF THAT COURSE SHOWN AS "N12°08'40"W 20.50'" ON  
SAID MAP, AND ALSO BEING ON THE SOUTHERN RIGHT OF WAY OF RIO DEL MAR  
AS SHOWN ON SAID MAP;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID SOUTHERN RIGHT OF  
WAY OF RIO DEL MAR, THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 77°51'20" WEST 200.36 FEET;
- 2) ALONG THE ARC OF A TANGENT 874.00 FOOT RADIUS CURVE TO THE  
LEFT, THROUGH A CENTRAL ANGLE OF 08°54'36", AN ARC DISTANCE OF  
135.91 FEET TO THE **POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID SOUTHERN  
RIGHT OF WAY, ALONG THE ARC OF A TANGENT 874.00 FOOT RADIUS CURVE TO  
THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 21°03'16"  
EAST, THROUGH A CENTRAL ANGLE OF 01°18'49", AN ARC DISTANCE OF 20.04  
FEET;

THENCE, LEAVING SAID SOUTHERN RIGHT OF WAY, NORTH 25°16'27" WEST 8.94  
FEET TO A POINT ON THE NORTHERN LINE OF SAID VACATION AREA 1;

THENCE, ALONG SAID NORTHERN LINE, NORTHEASTERLY ON THE ARC OF A NON-  
TANGENT 874.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER  
OF SAID CURVE BEARS SOUTH 25°55'47" EAST, THROUGH A CENTRAL ANGLE OF  
01°18'40", AN ARC DISTANCE OF 20.00 FEET;

THENCE, LEAVING SAID NORTHERN LINE, SOUTH 25°16'27" EAST 10.18 FEET TO  
SAID **POINT OF BEGINNING**.

CONTAINING 191 SQUARE FEET OF LAND, MORE OR LESS.

**FURTHER RESERVING THEREFROM AN EASEMENT FOR PUBLIC UTILITIES (PUE 2):**

BEING A PORTION OF RIO DEL MAR LYING WITHIN VACATION AREA 1 DESCRIBED  
HEREIN;

COMMENCING AT A POINT ON THE NORTHERN LINE OF LOT 11, AS SAID LOT IS  
SHOWN ON SAID "LARGE LOT FINAL MAP WATSON RANCH", SAID POINT BEING THE  
NORTHERLY TERMINUS OF THAT COURSE SHOWN AS "N12°08'40"W 20.50'" ON  
SAID MAP, AND ALSO BEING ON THE SOUTHERN RIGHT OF WAY OF RIO DEL MAR  
AS SHOWN ON SAID MAP;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID SOUTHERN RIGHT OF WAY OF RIO DEL MAR, SOUTH 77°51'20" WEST 65.37 FEET TO THE **POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID SOUTHERN RIGHT OF WAY, SOUTH 77°51'20" WEST 14.98 FEET;

THENCE, LEAVING SAID SOUTHERN RIGHT OF WAY, NORTH 12°08'40" WEST 20.00 FEET TO A POINT ON THE NORTHERN LINE OF SAID VACATION AREA 1;

THENCE, ALONG SAID NORTHERN LINE, NORTH 77°51'20" EAST 80.34 FEET TO THE NORTHEAST CORNER OF SAID VACATION AREA 1;

THENCE, ALONG THE EASTERN LINE OF SAID VACATION AREA 1, SOUTH 12°08'40" EAST 12.50 FEET;

THENCE, LEAVING SAID EASTERN LINE, SOUTH 77°51'20" WEST 54.98 FEET;

THENCE, SOUTH 42°01'29" WEST 12.81 FEET TO SAID **POINT OF BEGINNING**.

CONTAINING 1,156 SQUARE FEET OF LAND, MORE OR LESS.

**RIGHT OF WAY VACATION AREA 2**

BEING PORTIONS OF SAID RIO DEL MAR AND ROLLING HILLS DRIVE;

**BEGINNING** AT THE NORTHEAST CORNER OF SAID LOT 11, SAID POINT BEING THE SOUTHWESTERN CORNER OF THE INTERSECTION OF RIO DEL MAR AND ROLLING HILLS DRIVE;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE SOUTHERN RIGHT OF WAY OF RIO DEL MAR, THE FOLLOWING THREE (3) COURSES:

- 1) WESTERLY ON THE ARC OF A 1,135.50 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 12°15'54" WEST, THROUGH A CENTRAL ANGLE OF 24°24'34", AN ARC DISTANCE OF 483.75 FEET;
- 2) SOUTH 77°51'20" WEST 197.45 FEET;
- 3) NORTH 12°08'40" WEST 20.00 FEET;

THENCE, LEAVING SAID SOUTHERN LINE, NORTH 77°51'20" EAST 341.72 FEET;

THENCE, ALONG THE ARC OF A TANGENT 700.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 27°30'10", AN ARC DISTANCE OF 336.01 FEET;

THENCE, ALONG THE ARC OF A COMPOUND 70.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 15°21'30" WEST, THROUGH A CENTRAL ANGLE OF 99°02'28", AN ARC DISTANCE OF 121.00 FEET;

THENCE, SOUTH 24°23'58" WEST 62.58 FEET;

THENCE, ALONG THE ARC OF A TANGENT 1,058.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°22'14", AN ARC DISTANCE OF 265.36 FEET, TO A POINT ON THE WESTERLY RIGHT OF WAY OF ROLLING HILLS DRIVE;

THENCE, ALONG SAID WESTERLY LINE THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 10°01'44" EAST 262.24 FEET;
- 2) ALONG THE ARC OF A TANGENT 1,029.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 03°41'58", AN ARC DISTANCE OF 66.44 FEET;
- 3) NORTH 13°43'43" EAST 43.13 FEET, TO SAID **POINT OF BEGINNING**.

CONTAINING 29,107 SQUARE FEET OF LAND, MORE OR LESS.

**RESERVING THEREFROM AN EASEMENT FOR PUBLIC UTILITIES (PUE 3):**

BEING A PORTION OF RIO DEL MAR LYING WITHIN VACATION AREA 2 DESCRIBED HEREIN;

**BEGINNING** AT A POINT ON THE NORTHERN LINE OF LOT 11, AS SAID LOT IS SHOWN ON SAID "LARGE LOT FINAL MAP WATSON RANCH", SAID POINT BEING THE SOUTHERLY TERMINUS OF THAT COURSE SHOWN AS "N12°08'40"W 20.50'" ON SAID MAP, AND ALSO BEING ON THE SOUTHERN RIGHT OF WAY OF RIO DEL MAR AS SHOWN ON SAID MAP;

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID SOUTHERN RIGHT OF WAY OF RIO DEL MAR, NORTH 12°08'40" WEST 20.00 FEET TO AN INTERSECTION WITH THE NORTHERN LINE OF SAID VACATION AREA 2;

THENCE, LEAVING SAID SOUTHERN RIGHT OF WAY, ALONG SAID NORTHERN LINE OF VACATION AREA 2, NORTH 77°51'20" EAST 50.90 FEET;

THENCE, LEAVING SAID NORTHERN LINE, SOUTH 12°08'40" EAST 20.00 FEET TO A POINT ON SAID SOUTHERN RIGHT OF WAY OF RIO DEL MAR;

THENCE, ALONG SAID SOUTHERN RIGHT OF WAY, SOUTH 77°51'20" WEST 50.90 FEET TO SAID **POINT OF BEGINNING**.

CONTAINING 1,018 SQUARE FEET OF LAND, MORE OR LESS.

**FURTHER RESERVING THEREFROM AN EASEMENT FOR PUBLIC ACCESS (PAE):**

BEING A PORTION OF RIO DEL MAR LYING WITHIN VACATION AREA 2 DESCRIBED  
HEREIN;

COMMENCING AT A POINT ON THE NORTHERN LINE OF LOT 11, AS SAID LOT IS  
SHOWN ON SAID "LARGE LOT FINAL MAP WATSON RANCH", SAID POINT BEING THE  
SOUTHERLY TERMINUS OF THAT COURSE SHOWN AS "N12°08'40"W 20.50'" ON  
SAID MAP, AND ALSO BEING ON THE SOUTHERN RIGHT OF WAY OF RIO DEL MAR  
AS SHOWN ON SAID MAP;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID SOUTHERN RIGHT OF  
WAY OF RIO DEL MAR, NORTH 77°51'20" EAST 18.90 FEET TO THE **POINT OF  
BEGINNING** FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID SOUTHERN RIGHT OF  
WAY, NORTH 12°08'40" WEST 20.00 TO A POINT ON THE NORTHERN LINE OF  
SAID VACATION AREA 2;

THENCE, ALONG SAID NORTHERN LINE, NORTH 77°51'20" EAST 20.00 FEET;

THENCE, LEAVING SAID NORTHERN LINE, SOUTH 12°08'40" EAST 20.00 FEET TO  
A POINT ON SAID SOUTHERN LINE OF RIO DEL MAR;

THENCE, ALONG SAID SOUTHERN LINE, SOUTH 77°51'20" WEST 20.00 FEET TO  
SAID **POINT OF BEGINNING**.

CONTAINING 400 SQUARE FEET OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS  
SHOWN ON LARGE LOT FINAL MAP, WATSON RANCH (28 RM 6) THE BEARING BEING  
N16°52'49"W.

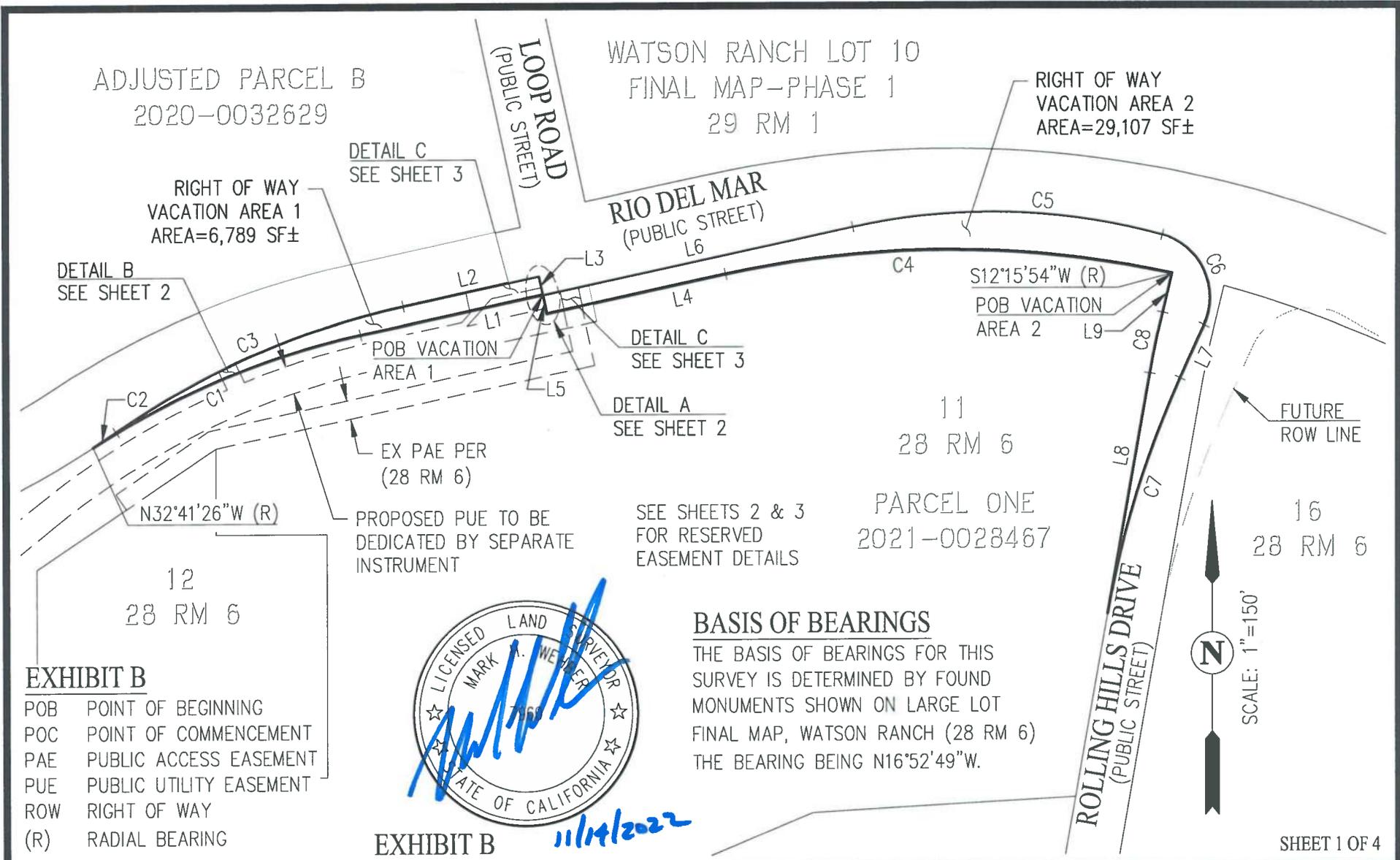
ATTACHED HERETO IS EXHIBIT B, A PLAT TO ACCOMPANY LEGAL DESCRIPTION,  
AND BY THIS REFERENCE MADE A PART HEREOF.

**END OF DESCRIPTION**



*[Handwritten signature]* 11/14/2022

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



# PLAT TO ACCOMPANY LEGAL DESCRIPTION

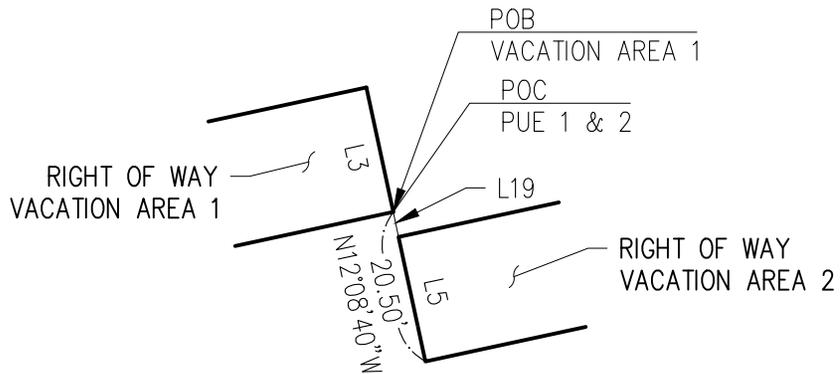
RIGHT OF WAY VACATION  
RIO DEL MAR & ROLLING HILLS DRIVE (28 RM 6)  
AMERICAN CANYON, NAPA COUNTY, CALIFORNIA

NOVEMBER 14, 2022



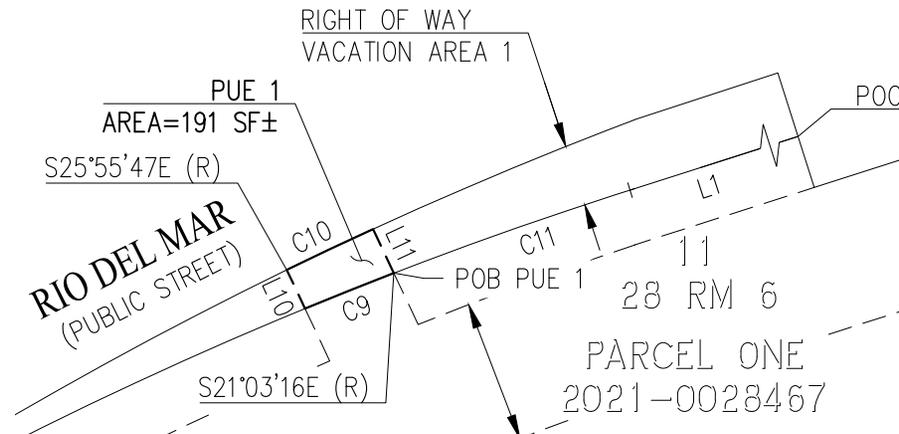
SAN RAMON (925) 866-0322  
ROSEVILLE (916) 788-4456  
WWW.CBANDG.COM

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**DETAIL A**

NOT TO SCALE



**DETAIL B**

NOT TO SCALE

**EXHIBIT B**

- EX EXISTING
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PAE PUBLIC ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- (R) RADIAL BEARING

**EXHIBIT B**

SHEET 2 OF 4

**PLAT TO ACCOMPANY LEGAL DESCRIPTION**

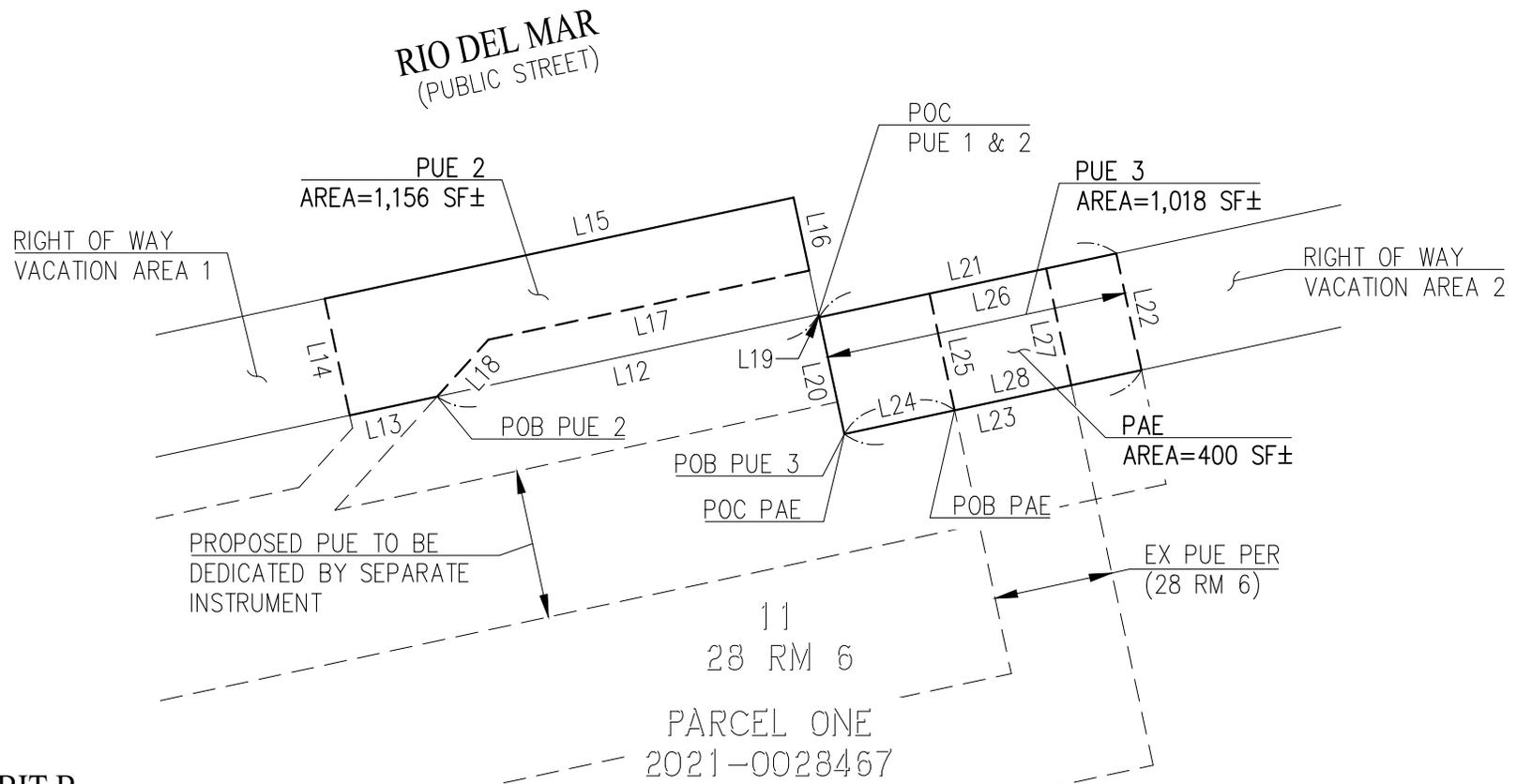
PUBLIC UTILITY EASEMENT (PUE) & PUBLIC ACCESS EASEMENT (PAE) RESERVATIONS  
 RIO DEL MAR & ROLLING HILLS DRIVE (28 RM 6)  
 AMERICAN CANYON, NAPA COUNTY, CALIFORNIA

NOVEMBER 14, 2022



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**EXHIBIT B**

- EX EXISTING
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PAE PUBLIC ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT OF WAY
- (R) RADIAL BEARING

**DETAIL C**

1"=30'

**EXHIBIT B**

SHEET 3 OF 4

**PLAT TO ACCOMPANY LEGAL DESCRIPTION**

PUBLIC UTILITY EASEMENT (PUE) & PUBLIC ACCESS EASEMENT (PAE) RESERVATIONS  
 RIO DEL MAR & ROLLING HILLS DRIVE (28 RM 6)  
 AMERICAN CANYON, NAPA COUNTY, CALIFORNIA

NOVEMBER 14, 2022



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LINE TABLE		
NO	BEARING	LENGTH
L1	S77°51'20"W	200.36'
L2	N77°51'20"E	149.26'
L3	S12°08'40"E	20.00'
L4	S77°51'20"W	197.45'
L5	N12°08'40"W	20.00'
L6	N77°51'20"E	341.72'
L7	S24°23'58"W	62.58'
L8	N10°01'44"E	262.24'
L9	N13°43'43"E	43.13'
L10	N25°16'27"W	8.94'
L11	S25°16'27"E	10.18'
L12	S77°51'20"W	65.37'
L13	S77°51'20"W	14.98'
L14	N12°08'40"W	20.00'

LINE TABLE		
NO	BEARING	LENGTH
L15	N77°51'20"E	80.34'
L16	S12°08'40"E	12.50'
L17	S77°51'20"W	54.98'
L18	S42°01'29"W	12.81'
L19	N12°08'40"W	0.50'
L20	N12°08'40"W	20.00'
L21	N77°51'20"E	50.90'
L22	S12°08'40"E	20.00'
L23	S77°51'20"W	50.90'
L24	N77°51'20"E	18.90'
L25	N12°08'40"W	20.00'
L26	N77°51'20"E	20.00'
L27	S12°08'40"E	20.00'
L28	S77°51'20"W	20.00'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	874.00'	20°32'46"	313.41'
C2	1026.00'	1°39'18"	29.63'
C3	874.00'	22°12'04"	338.66'
C4	1135.50'	24°24'34"	483.75'
C5	700.00'	27°30'10"	336.01'
C6	70.00'	99°02'28"	121.00'
C7	1058.00'	14°22'14"	265.36'
C8	1029.00'	3°41'58"	66.44'
C9	874.00'	1°18'49"	20.04'
C10	874.00'	1°18'40"	20.00'
C11	874.00'	8°54'36"	135.91'

EXHIBIT B

SHEET 4 OF 4

# PLAT TO ACCOMPANY LEGAL DESCRIPTION

RIGHT OF WAY VACATION AND (PUE) & (PAE) RESERVATIONS  
 RIO DEL MAR & ROLLING HILLS DRIVE (28 RM 6)  
 AMERICAN CANYON, NAPA COUNTY, CALIFORNIA

NOVEMBER 14, 2022



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## **TITLE**

Street Sign Purchase Approval

## **RECOMMENDATION**

Adopt a Resolution authorizing the purchase of street name signs from Sign Solutions USA in an amount to to exceed \$39,125.

## **CONTACT**

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

Bob Dunn, Streets Supervisor

## **BACKGROUND & ANALYSIS**

In May 2012, the Manual on Uniform Traffic Control Devices (MUTCD) revised Part 2 – Signs; which changed the standards regarding letter size and reflectivity of street name signs. The MUTCD recommended a “systematic replacement program” over multiple years.

The City has approximately 800 street name signs. When the City Logo was updated in 2015, the standard street name sign template was updated as well. This change prompted staff to begin a citywide systematic replacement program. The strategy was to order additional signs each time a sign required replacement. This method proved not to be a robust enough replacement program, so in FY 19/20 a three year replacement program was implemented with the intention to replace all remaining signs throughout the city.

At the end of 2019 staff went to Council for the purchase of 366 signs, for the west side of Highway 29. However, the order was not fulfilled due to the Covid-19 pandemic, and the program was halted for the next 2 years. In FY 22/23, the City has budgeted to replace 603 street name signs. This will replace all the remaining street name signs that City that has not yet been brought up to current standards.

In January, staff requested quotes from 7 street sign vendors, of those, 4 were responsive. Staff recommends the Council approve the purchase of 603 street name signs from the lowest priced vendor, Sign Solutions USA for a not to exceed of \$39, 125.

## **COUNCIL PRIORITY PROGRAMS AND PROJECTS**

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

## **FISCAL IMPACT**

There is sufficient budget in FY2022/23 General Repairs & Maintenance, Streets (100-50-520-42310) to implement the Recommended Action.

## **ENVIRONMENTAL REVIEW**

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

## **ATTACHMENTS:**

- [1. Resolution - Sign Purchase](#)

**RESOLUTION NO. 2023-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON AUTHORIZES THE  
PURCHASE OF STREET NAME SIGNS FROM SIGN SOLUTIONS USA  
IN AN AMOUNT NOT TO EXCEED \$39,125**

**WHEREAS**, the Manual on Uniform Traffic Control Devices updated the street name signs standards in 2012; and

**WHEREAS**, the City desires to replace 603 street name signs within the City; and

**WHEREAS**, Staff requested quotes from 7 vendors and received quotes from 4 vendors; and

**WHEREAS**, Sign Solutions USA had the lowest quote at \$39,125; and

**WHEREAS**, sufficient funds exist in the FY 2022/23 Budget line item 100-50-520-42310 Streets, General Repairs & Maintenance.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of American Canyon hereby authorizes the purchase of street name signs from Sign Solutions USA in an amount not to exceed \$39,125

**PASSED, APPROVED and ADOPTED** at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 7<sup>th</sup> day of February, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTEST:

APPROVE AS TO FORM:

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

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



## **TITLE**

Design of the Melvin Road Sidewalk and Drainage Project (TR24-0200)

## **RECOMMENDATION**

Adopt a Resolution authorizing the City Manager to enter into an agreement with Coastland for the Melvin Road Sidewalk and Drainage Project (TR24-0200) for an amount not to exceed \$137,442.

## **CONTACT**

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

## **BACKGROUND & ANALYSIS**

On March 15, 2022, City Council approved Resolution No. 2022-27 appropriating approximately \$500,000 of American Rescue Plan Act (ARPA) funding to the Melvin Road Sidewalk and Drainage Project (TR24-0200). Melvin Road is one of six capital projects identified in Resolution No. 2022-27 to receive a portion of the City's ARPA funding.

There are two main improvement components to the Melvin Road project. The first component is to provide additional sidewalk and pedestrian connectivity within the City's right-of-way on both sides of Melvin Road between Cassayre Drive and James Road. Completing the sidewalk gap along Melvin Road will provide more access for residents in the area to the adjacent schools, commerce, and facilities in the surrounding areas. The second component of this project is to install additional storm drain infrastructure that will improve the area's hydrology and resiliency during storm events. Following the survey and preliminary design, the consultant will engage with the City to discuss whether additional right of way is needed to complete the project.

On July 3, 2018, the City Council approved the selection of Coastland Civil Engineering, Inc. (Coastland) as one of several firms for on-call professional services agreements to assist City staff with various engineering and staff augmentation services. Coastland's on-going work with the City includes reviewing development applications, building permit applications, civil improvement plans, construction inspections, and assisting with water supply determinations.

There are also traffic calming efforts underway for Melvin Road in connection with the Napa Cove affordable housing project. The traffic calming design and implementation will be coordinated with the sidewalk and storm drainage work.

## **COUNCIL PRIORITY PROGRAMS AND PROJECTS**

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

### **FISCAL IMPACT**

There is sufficient funding available in the FY22/23 project budget. The Melvin Road Sidewalk and Drainage Project (TR24-0200) has an adopted FY22/23 design budget of \$150,000, of which \$50,000 is ARPA Grant Fund 240 and \$100,000 is from Fund 210 (Measure A). Additional ARPA and Measure A funds will be appropriated in the FY23/24 budget to construct the project.

The estimated total project budget is \$1,050,000 and includes approximately \$500,000 of ARPA funds and \$550,000 of Measure A funds.

### **ENVIRONMENTAL REVIEW**

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

### **ATTACHMENTS:**

1. [Resolution Coastland](#)
2. [Coastland Proposal for Melvin Road](#)
3. [Melvin Project Budget FY 2023-2027](#)
4. [Melvin Road Project Map](#)

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH COASTLAND FOR THE MELVIN ROAD SIDEWALK AND DRAINAGE PROJECT (TR24-0200) FOR AN AMOUNT NOT TO EXCEED \$137,442**

**WHEREAS**, the City of American Canyon City Council identified the Melvin Road Sidewalk and Drainage Project (TR24-0200) as one of six capital projects to receive a portion of the City's American Rescue Plan Act (ARPA) funding; and

**WHEREAS**, the Melvin Road Sidewalk and Drainage Project will close a significant sidewalk gap to both sides of Melvin Road between Cassayre Drive and James Road as well provide storm drain infrastructure that will improve the area's hydrology and resiliency during storm events; and

**WHEREAS**, on July 3, 2018 the City entered into Agreement #2018-157, an on-call contract for civil engineering services with Coastland; and

**WHEREAS**, Coastland has been providing engineering and staff augmentation assistance to the City for over 15 years; and

**WHEREAS**, Coastland continues to meet the needs of the City and provides excellent service to City staff, Developers and Residents; and

**WHEREAS**, Coastland provided a proposal to complete the Melvin Road Sidewalk and Drainage Project (TR24-0200) in an amount of \$137,442; and

**WHEREAS**, there is sufficient funding available in the FY22/23 project budget; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the City Council of the City of American Canyon hereby authorizes the City Manager to enter into an agreement with Coastland for the Melvin Road Sidewalk and Drainage Project (TR24-0200) for an amount not to exceed \$137,442.

**PASSED, APPROVED and ADOPTED** at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 7<sup>th</sup> day of February, 2023 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

December 16, 2022

Ms. Erica Ahman Smithies  
Director of Public Works/City Engineer  
City of American Canyon  
4381 Broadway Street, Suite 201  
American Canyon, CA 94503

Subject: **Proposal for TR24-0200: Melvin Road Sidewalk and Drainage Improvements Design**

Dear Erica,

In response to your request and our recent discussions, we are pleased to present this letter proposal for professional engineering services associated with providing plans, specifications, and construction cost estimates for sidewalk and storm drain improvements along Melvin Road. We have enjoyed working with you and for the City and are excited about this opportunity to work on this important project.

## PROJECT UNDERSTANDING

The following provides an overview of our understanding of the project's objectives, constraints, and opportunities.

### OBJECTIVES

The purpose of this project is to provide additional sidewalk and pedestrian connectivity within the City's right-of-way (ROW) along Melvin Road. Completing the infill sections of sidewalk needed along Melvin Road will provide more access for residents in the area to the adjacent schools, commerce, and facilities in the surrounding areas. This project also provides an opportunity to install additional storm drain infrastructure that can improve the area's hydrology and resiliency during storm events.

### CONSTRAINTS AND OPPORTUNITIES

The project area is flat (typical running slope of streets appears to be 1-2% +/-). The topography of Melvin Road will need to be reviewed to determine where storm drain inlets can be practically located. Existing high and low points need to be evaluated.

Along the westerly side of Melvin Road, some of the existing residential lots appear to have improvements within the ROW that will need to be removed, modified or conformed to in order to complete the installation of the proposed curb, gutter and sidewalk improvements. Additionally, some of the lot grades appear to be steep and the installation of retaining walls or grade control features may be needed at the back of the sidewalk along some of the lots. These conditions will be evaluated on a case-by-case basis as the project design is refined. Based on our preliminary evaluation of the project, roughly 750 lineal feet of sidewalk will be needed along the westerly limits of the ROW based on our preliminary review.

**Santa Rosa**  
1400 Neotomas Avenue  
Santa Rosa, CA 95405  
Tel: 707.571.8005

**Auburn**  
11641 Blocker Drive, Ste. 170  
Auburn, CA 95603  
Tel: 530.888.9929

**Pleasant Hill**  
3478 Buskirk Avenue, Ste. 1000  
Pleasant Hill, CA 94523  
Tel: 925.233.5333

**Fairfield**  
324 Campus Lane, Ste. A  
Fairfield, CA 94534  
Tel: 707.702.1961

Along the easterly side of Melvin Road, there is very little existing sidewalk. There are some lengths of sidewalk in the vicinity of Melvin Park, but approximately 1,750 lineal feet of sidewalk will be needed to provide full frontage connectivity along the easterly limits of the ROW.

The potential points of connection to the existing storm drain network are some distance away, and the existing lines may require upsizing to provide sufficient capacity. Towards the south there is an existing closed conduit network that extends from Donaldson Way West northerly along James Road that terminates part of the way up the road. We will review the possibility of extending this storm drain further along James Road/Wilson Road/Melvin Road. To the north the closest closed conduits appear to be located at the intersection of Rio Del Mar and Cassayre Drive. Our drainage study will evaluate the potential for a portion of the Melvin Road drainage to be routed north into the storm drain system in this vicinity.

Due to the lack of existing sidewalk along the easterly side of Melvin Road, we will evaluate opportunities for installing the “trunk” storm drain lines along the easterly side of the roadway. If this is a viable option, it may significantly cut down on trench paving along Melvin Road and the sidewalk can be installed over the storm drain trench.

## PROJECT APPROACH

In order to design the sidewalk and drainage improvements along Melvin Road, a topographic survey of the project areas will be needed. The survey will include establishing the limits of the ROW and collecting field data. This data will be utilized to design the infill sidewalk sections, as well as generate sufficient information for the plan and profile layouts for the proposed storm drainage improvements.

Coastland | DCCM will develop a project specific drainage study to further evaluate the hydrology and hydraulics for the proposed project improvements. As part of the drainage study, we will evaluate the existing storm drain system capacity that runs within James Road below Donaldson Way West. A portion of the Melvin Road areas will likely drain to the south, and our review will further evaluate the tentative design for storm drain improvements proposed by the Napa Cove project. For the portions of Melvin Road that will drain to north, our drainage study will evaluate the potential to route waters northeast towards Rio Del Mar in either a closed conduit or open channel flow system.

We understand that the TR24-0200 project has allocated \$690,000 for the construction contract. In the design and scoping for the project, we will work to value engineer the most efficient use of these funds. The final extent of the sidewalk and storm drainage improvements will be discussed with City staff to ensure that the City’s priorities are met.

## SCOPE OF SERVICES

### TASK 1 – FIELD INVESTIGATIONS AND BACKGROUND INFORMATION

We will assemble the available City information pertaining to the project including as-built drawings, benchmark information, utility information, base maps, ROW data and additional pertinent information for the project.

We will perform a field visit and take digital photos of the site to identify any unusual or special conditions that may affect the project design or construction.

We will work with outside utility companies to ensure that existing facilities, both underground and overhead, are identified accurately during the design phase. This task will include writing letters to PG&E, AT&T and Comcast informing them of the project and requesting their facility drawings.

### TASK 2 – SURVEYING

Our subconsultant, Cinquini and Passarino, Inc. (CPI), will conduct a topographic survey of the project area. The topographic survey will be at a drawing scale of 1 inch = 20 feet, with a one-foot contour interval.

The topographic survey will include the following:

- Melvin Road from Cassayre Drive to Wilson Way
- Wilson Way from Melvin Road to James Road
- James Road from Wilson Way to Donaldson Way
- A strip 50-feet in width, the westerly line of the strip will be the existing rear fence lines from 31 Cassayre Drive adjacent to Melvin Road to 35 Rio Del Mar (note that this area is outside of the City's ROW on private property)

Topographic survey will include all necessary work to produce a topographic map, including features such as, but not limited to; edges of pavement, curb lines, water meters, sewer cleanouts, valves, manholes (including rim, invert and pipe information), utility markings on the pavement, utility poles, driveway locations, sidewalks, trees six inches and larger, retaining walls and any other pertinent information that could apply to the project during design within the public ROW.

Topographic survey will be provided on North American Vertical Datum of 1988 as established by GNSS observations. Topographic map to horizontally relate to California Coordinate System of 1983, Zone II, Epoch 2017.50.

CPI will locate existing survey monumentation to establish the record ROW along the project corridor. CPI will review existing record maps, county maps, deeds and other pertinent documents. Once the records research and field monument ties have been completed, CPI will draft the ROW and provide the information to the design team for their use.

With respect to any additional ROW or easements that may be needed due to the improvements designed with this project, this scope of work does not include work associated with preparing any ROW or easement plats or descriptions. During the course of the design, if it is determined that descriptions and plats are needed, we will provide a scope and fee for this work.

### TASK 3 – PROJECT DRAINAGE STUDY: HYDROLOGY AND STORM DRAIN HYDRAULIC FEASIBILITY REVIEW

In order to properly design the anticipated storm drainage improvements along Melvin Road, we will complete a project-specific study of the existing and proposed hydrologic conditions for the project area.

This study will identify the opportunities and constraints for installation of storm drainage improvements. This study will be coordinated with the overall Storm Drain Master Plan update that Coastland | DCCM will be completing, but will utilize the detailed topographic data collected for the TR24-0200 scope to assemble a detailed model of the hydrology and existing site conditions.

This study will also evaluate the hydraulics of the storm drain network by completing backwater calculations for the anticipated outfall locations and completing a model of the proposed closed conduit system. This study will be the basis of the construction plans, specifications, and cost estimate that will be assembled for the Melvin Road project areas.

#### TASK 4 – PUBLIC OUTREACH

Critical to the success of the project will be informing the community of the project goals and activities. After the survey data is collected, Coastland | DCCM will work with the City to identify any parcels where there are private improvements within the ROW that may require adjustment or removal. Community outreach actions will include the development of project description content for the City's webpage, preparation of a mailer to be distributed to property owners in the vicinity of the project areas and the preparation of a PowerPoint presentation and attendance at one neighborhood meeting, if needed.

#### TASK 5 – DESIGN AND DOCUMENT PREPARATION

Following the field investigations, background gathering and project drainage study, Coastland | DCCM will assemble a full set of construction drawings, specifications, and cost estimate (PS&E) as needed for the actions proposed for the project areas. We will provide the City with submittals at the following design benchmarks (50%, 90%, and Final).

The 50% design PS&E will incorporate the findings of the project's hydrology and hydraulic modeling and further detail the extent of the sidewalk and drainage improvements. We will use this initial design review to coordinate with the City and ensure that the proposed scope of work is efficiently utilizing the funding that available for the TR24-0200 project.

Following City review of the 50% PS&E we will prepare 90% documents. The project will essentially be complete for this submittal. All comments from the City's review of the 50% submittal will be addressed. As part of the submittal, we will prepare preliminary technical specifications and an estimate of probable construction costs. This proposal assumes the City will provide the boiler plate for the front end specifications. The engineer's construction cost estimate will be updated to include all work items. A constructability review will also be performed by Coastland | DCCM's Construction Manager at this phase.

Following the City's 90% review, we will address any comments on the 90% submittal and provide the City with electronic copies of final drawings, final estimate/itemized bid sheet, and electronic front end and technical specifications for a review to verify all comments have been addressed. Following the City's final review, we will prepare final bid documents, including stamped and signed drawings and specifications. The final approved drawings in electronic AutoCAD format and all related files in MS Word, MS Excel, and PDF formats, as appropriate, will be provided to the City.

We propose to meet with City staff periodically during the design process to discuss project details, review City comments and coordinate efforts. This proposal includes a meeting for the project kick-off and three (3) design review meetings at 50%, 90% and final (100%) submittals.

#### TASK 6 – BIDDING SUPPORT

During the bidding process, we will provide bid assistance to the City to answer questions that may arise during the bidding phase. This will include assisting the City in preparing up to two (2) addendums that may be necessary. If requested, we will also attend a pre-bid conference for prospective bidders.

Please note that the time associated with this task does not include any time necessary for bid protests. If a bid protest is issued by any of the bidders, we can provide this as an additional service on a time and materials basis, as the time to process the protest is unknown.

#### TASK 7 – CONSTRUCTION DESIGN SUPPORT

During construction, Coastland | DCCM will provide design support services, which includes assisting the City with answering up to eight (8) Request for Information (RFI's) and up to eight (8) submittals from the Contractor and up to two (2) site visits. We understand and appreciate the importance of construction support. We will also assist the City in preparing up to one (1) Contract Change Order, if required. Our intention is to be an extension of City staff. Please note that our effort for this task is only an estimate. If significant input is requested during construction, we will notify the City and provide a modified scope and fee for the City's consideration

#### TASK 8 – CONSTRUCTION MANAGEMENT AND INSPECTION (OPTIONAL)

If desired, Coastland | DCCM can also provide construction management and inspection services for this project. As the design of the improvements are more defined (90% stage) we would be happy to provide a detailed scope of work and fee proposal for these services for the City's review and consideration.

## SCHEDULE

Coastland | DCCM is prepared to begin work upon receipt of a Notice to Proceed. Our first task will be to work with the City to finalize a project schedule and identify milestones of each task.

We have included the following assumptions and exclusions in preparing the scope of work for this proposal.

#### ASSUMPTIONS

- Our drainage calculations specific to this project will use the same basis of design & model inputs as the Master Plan Update that we will be concurrently developing for the overall storm drain system.
- The City has record drawings, base maps, or other available information, including rim, top of curb and invert elevations, as well as pipe material, size and slope that we can utilize to complete the storm drain base mapping.

#### EXCLUSIONS

- Record of Survey
- Water quality analysis and NPDES permit compliance
- Hydraulic analysis or modeling of open channels, creeks or streams
- Geotechnical investigations
- Environmental studies and permitting
- ROW acquisition services including legal description and plats
- Construction management & construction inspections (optional task)
- Record Drawings

## PROJECT FEE

As outlined in the attached work estimate, we anticipate that we will spend up to 615 total hours performing the work outlined in this proposal. We propose to provide these services on a time and materials basis with a not-to-exceed budget of \$137,442. The total amount we have specified is only for our described Scope of Work. If the City requests work to be performed outside the scope of work or if the scope of work changes, we reserve the right to renegotiate the cost for the additional work. Please note that we have estimated a budget of \$700 for reimbursable costs. This amount is included in the above total and is for reimbursable costs that are typically billed on an as-incurred basis plus 15%.

We hope this proposal meets your expectations. If you have any questions regarding this proposal, you can reach John at (707) 636-7023 or [wanger@coastlandcivil.com](mailto:wanger@coastlandcivil.com). We thank you for this opportunity and look forward to working with you.

Sincerely,  
Coastland Civil Engineering, LLP



John Wanger, PE  
CEO



Heidi Utterback, PE  
Supervising Engineer

Cc: Paul W. Wade

COASTLAND   BCCM		WORK ESTIMATE							City of American Canyon		
TR24-0200 Melvin Road Sidewalk & Drainage Improvements		Engineering Design Services							City of American Canyon		
Task Information									Subconsultant Cost	Hours & Cost	
TASK	Principal Engineer	Supervising Engineer	Senior Engineer	Assistant Engineer	Senior Eng. Technician	Construction Manager	Admin	Cinquinni and Passarino	TOTAL HOURS	TOTAL FEE	
	\$215	\$195	\$185	\$160	\$160	\$185	\$100				
<b>1 Field Investigations and Project Startup</b>											
1.1 Background Information		4	6	4					14	\$2,530	
1.2 Topographic Survey & Field Utility Review		1	4	4	8			\$29,762.00	17	\$32,617	
Subtotal									31	\$35,147	
<b>2 Site Specific Hydrology Study &amp; SD Feasibility</b>											
2a.1 Review / Coordination with Master Plan Study		4	6	4					14	\$2,530	
2a.2 Hydrology & Hydraulic Feasibility Review		4	24	8	24				60	\$10,340	
2a.3 QC Review	2	4							6	\$1,210	
Subtotal									80	\$14,080	
<b>3 Public Outreach</b>											
3.1 Assemble Project Description & Outreach Materials		1	1	2	4				8	\$1,340	
3.2 One Neighborhood Meeting	1	4	4				1		10	\$1,835	
Subtotal									18	\$3,175	
<b>4 Design and Document Preparation</b>											
<b>4a 50% Submittal</b>											
4a.1 Field Walkthrough with City Staff		4	4						8	\$1,520	
4a.2 50% Plans		8	40	12	40		2		102	\$17,480	
4a.3 Draft Technical Specifications and Engineer's Estimate			8	12	4		2		26	\$4,240	
4a.4 QC Review	4	4				4			12	\$2,380	
4a.4 Meeting with City		2	2						4	\$760	
Subtotal									152	\$26,380	
<b>4b 90% Submittal</b>											
4b.1 90% Plans		8	40	8	60		2		118	\$20,040	
4b.2 Specifications and Engineer's Estimate			8	16	4		2		30	\$4,880	
4b.3 QC Review	4	4				4			12	\$2,380	
4b.4 Meeting with City		2	2						4	\$760	
Subtotal									164	\$28,060	
<b>4c Final Submittal</b>											
4c.1 Final Plans		6	24	6	30		2		68	\$11,570	
4c.2 Final Specifications and Engineer's Estimate			6	10	2		2		20	\$3,230	
4c.3 QC Review	4	4				4			12	\$2,380	
4c.4 Meeting with City		1	1						2	\$380	
Subtotal									102	\$17,560	
<b>5 Bidding Support</b>											
5.3 Bidding Assistance	1	2	4						7	\$1,345	
5.1 Addendum, RFIs (Assumes 2 Instances)	1	1	4	4					10	\$1,790	
Subtotal									17	\$3,135	
<b>6 Construction Design Support</b>											
6.1 On-Site Pre-Construction Meeting (1 Meeting)		4	4						8	\$1,520	
6.2 RFI Response (Assumes 8 Inquiries)		2	8	6		2			18	\$3,200	
6.3 Review of Contractor Submittals (Assumes 8 Instances)		1	4	8					13	\$2,215	
6.4 Site Visit / Construction Observation (1 Visit)		4	4						8	\$1,520	
6.5 Contract Change Order (Assumes 1 Instance)		1	1			2			4	\$750	
Subtotal									51	\$9,205	
Direct Costs (repro, mileage, etc.)										\$700	
<b>Total Cost</b>	<b>17</b>	<b>80</b>	<b>209</b>	<b>104</b>	<b>176</b>	<b>16</b>	<b>13</b>	<b>\$29,762</b>	<b>615</b>	<b>\$137,442</b>	



**Project Title:** Melvin Road Sidewalk and Drainage  
**Address:** Melvin Road  
**Project Number:** TR24-0200

**Project Purpose and Description:**

ARPA Melvin Road Sidewalk and Drainage Improvements - Sidewalk gap closure and drainage improvements between Melvin from Cassayre to James Road.

**Financial Overview:**

Phase	Prior Years			2023-2027 CIP BUDGET						
	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected					
	FY 20/21	FY 21/22	FY 21/22		FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total
Design				\$100,000						\$100,000
Land & Easements				\$50,000						\$50,000
Construction Management					\$100,000					\$100,000
Construction Contract					\$690,000					\$690,000
Contingency					\$110,000					\$110,000
<b>Total</b>	\$0	\$0	\$0	<b>\$150,000</b>	<b>\$900,000</b>	\$0	\$0	\$0	\$0	<b>\$1,050,000</b>
Funding Sources	Actual Life to Date thru	Estimated	Estimated Life to date thru	Proposed Budget	Projected					
	FY 20/21	FY 21/22	FY 21/22		FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total
	Measure A				\$ 100,000	\$ 450,000				\$ 550,000
Grant: ARPA				\$ 50,000	\$ 450,000				\$ 500,000	
<b>Total</b>	\$0	\$0	\$0	<b>\$150,000</b>	<b>\$900,000</b>	\$0	\$0	\$0	\$0	<b>\$1,050,000</b>

# MELVIN ROAD SIDEWALK AND DRAINAGE IMPROVEMENTS PROJECT



CITY OF AMERICAN CANYON  
SIDEWALK AND STORM DRAIN IMPROVEMENTS

DRAWING NO.  
PROJ 4  
SHT 04 OF 06



## **TITLE**

Heavy Equipment Trailer Purchase

## **RECOMMENDATION**

Adopt a Resolution authorizing the purchase of a 2023 Felling FT-24-2 LP heavy equipment trailer for use by the four maintenance divisions in Maintenance and Utilities and Public Works Departments in the amount of \$39,577.28.

## **CONTACT**

Brian Materne, Maintenance and Utilities Superintendent  
Felix Hernandez, III, Maintenance and Utilities Director

## **BACKGROUND & ANALYSIS**

The City's Maintenance and Utilities and Public Works Departments divisions include Water Distribution, Sewer Collections, Parks Maintenance, and Streets Divisions. Within the City's existing fleet, the divisions own two (2) dump trucks, and two (2) Backhoes but only one (1) heavy equipment trailer that are shared between the four divisions causing scheduling conflicts between departments when heavy equipment is needed on scheduled jobs.

Purchasing an additional equipment trailer will alleviate the problem and allow City Staff to be more efficient. Further, the additional of a new heavy equipment trailer will take some of the wear off the older one.

## **COUNCIL PRIORITY PROGRAMS AND PROJECTS**

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

## **FISCAL IMPACT**

The FY22/23 Budget for the Fleet Maintenance Department includes \$50,000 for a Major Equipment purchase, budget code 652-50-530-46130.

## **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 - 2023 Felling FT-24-2 LP heavy equipment trailer](#)

**RESOLUTION NO. 2023-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON APPROVING THE PURCHASE OF A 2023 FELLING FT-24-2 LP HEAVY EQUIPMENT TRAILER FOR USE BY THE FOUR MAINTENANCE DIVISIONS IN MAINTENANCE AND UTILITIES AND PUBLIC WORKS DEPARTMENTS IN THE AMOUNT OF \$39,577.28**

**WHEREAS**, the City’s Maintenance and Utilities and Public Works divisions include Water Distribution, Sewer Collections, Parks Maintenance and Streets Maintenance departments; and

**WHEREAS**, Within the City’s existing fleet, the divisions own two (2) dump trucks, and two (2) Backhoes but only one (1) heavy equipment trailer that are shared between the four divisions causing scheduling conflicts between departments when heavy equipment is needed on scheduled jobs; and

**WHEREAS**, purchasing an additional equipment trailer will alleviate the problem and allow City Staff to be more efficient; and

**WHEREAS**, the additional of a new heavy equipment trailer will take some of the wear off the older one; and

**WHEREAS**, the FY 22/23 fiscal budget includes funds for the purchase in account 652-50-530-46130 Major Equipment.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of American Canyon hereby authorize the City Manager to approve the purchase of a 2023 Felling FT-24-2 LP Heavy Equipment Trailer in the amount of \$39,577.28.

**PASSED, APPROVED and ADOPTED** at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 7<sup>th</sup> day of February, 2023 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



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## TITLE

One Bay Area Grant Program (OBAG 3) Compliance Resolution

## RECOMMENDATION

A Resolution of the City Council of the City of American Canyon, California agreeing to comply with State Housing Laws.

## CONTACT

Brent Cooper, AICP, Community Development Director

## BACKGROUND & ANALYSIS

On September 28, 2022, the Metropolitan Transportation Commission (MTC) adopted Resolution No. 4505, outlining the programming policy and project selection criteria for the One Bay Area Grant Program (OBAG 3).

OBAG 3 guides funding criteria for allocating federal Surface Transportation Block Grant Program (STP) and Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds over a four-year period covering federal fiscal year (FY) 2022-23 through FY 2025-26.

The OBAG 3 County & Local Program continues to prioritize investments in Priority Development Areas (PDAs). American Canyon's PDA is represented by the Broadway District Specific Plan. A minimum of 50% of the County & Local Program investments must be directed to PDAs as administered by the Napa Valley Transportation Authority (NVTA).

As a member of the NVTA joint powers authority, there are numerous City policies needed to qualify NVTA for OBAG 3 funds. Fortunately, the City has already complied with most of these policies. One policy needed to qualify for OBAG 3 funds includes a requirement for the City Council to adopt a Resolution to self-certify that the City will comply with state housing laws related to surplus lands, accessory dwelling units, density bonuses, and the Housing Accountability Act.

The City is one of the few municipalities in California that has not only met, but *exceeded*, its Regional Housing Needs Allocation ("RHNA") obligations. Further, the City is on track to meet or exceed its upcoming RHNA requirements. The City therefore continues its longstanding history of complying with State Housing laws, so approving a Resolution to acknowledge this practice is a

house-keeping task and not a new policy direction.

A copy of the State Housing Law Resolution is included as Attachment 1.

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

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

### **FISCAL IMPACT**

Adopting the attached resolution enables the NVRTA to be eligible to obtain OBAG 3 grant funds for important roadway and complete streets improvements within American Canyon. Once eligibility is established, the actual amount of OBAG 3 funds received by the City will be dependent upon the Napa Valley Transportation Authority Board as they weigh competing applications for eligible projects within Napa County.

### **ENVIRONMENTAL REVIEW**

Adopting a resolution to enable the City to be eligible for OBAG 2 grant applications is not subject to the California Environmental Quality Act ("CEQA") pursuant to Section 15060(c)(2) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment; and Section 15060(c)(3) because the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3 because it has no potential for resulting in physical change to the environment, directly or indirectly. In addition, the grant application is not a project under CEQA Regulation Section 15061(b)(3) because it has no potential for causing a significant effect on the environment.

### **ATTACHMENTS:**

[1. Resolution Housing Laws Support](#)

RESOLUTION NO. 2023- \_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON, CALIFORNIA  
AGREEING TO COMPLY WITH STATE HOUSING LAWS**

**WHEREAS**, the San Francisco region has the highest housing costs in the United States; and

**WHEREAS**, the Bay Area produced less than 30% of the need for low- and moderate-income housing units from 2007-2014, and is on track to similarly underproduce low-income units during the 2015-2023 time period; and

**WHEREAS**, there are limited funding sources available to secure land for the construction of low- and moderate-income housing; and

**WHEREAS**, public lands can play a critical role in increasing the supply of land for affordable housing; and

**WHEREAS**, accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) provide an important option to increase the availability and affordability of housing, especially in existing, lower density neighborhoods; and

**WHEREAS**, density bonuses are an effective tool to increase the financial feasibility of housing and incentivize the creation of affordable housing; and

**WHEREAS**, the Metropolitan Transportation Commission adopted Resolution No. 4505, outlining the programming policy and project selection criteria for the One Bay Area Grant Program (OBAG 3), including certain requirements to access these funds; and

**WHEREAS**, the City Council considered all of the written and oral testimony presented at the public meeting on February 7, 2023 in making its decision.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of American Canyon, State of California, as follows:

That the City of American Canyon agrees to comply with the terms of Surplus Land Act (California Government Code § 54220 et seq.), as exists now or may be amended in the future, including, but not limited to, AB 1255 (Rivas, 2019), which requires jurisdictions to compile and report annually an inventory of surplus lands to the California Department of Housing and Community Development; and

That the [Jurisdiction] agrees to comply with state laws related to ADUs and JADUs, as it exists now or may be amended in the future, including, but not limited to California Government Code §§ 65852.150, 65852.2, 65852.22, et seq. and California Health & Safety Code §§ 17980.12; and

That the City of American Canyon agrees to comply with state Density Bonus Law (California Government Code § 65915 et seq.), as exists now or may be amended in the future; and

That the City of American Canyon warrants and represents that is in compliance with the aforementioned state housing laws and that there are [no claims, actions, suits](#), or [proceedings pending](#) to the best of the City of American Canyon's [knowledge](#), alleging violations of the state housing laws by the City of American Canyon.

**PASSED, APPROVED and ADOPTED** at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 7<sup>th</sup> day of February, 2023, 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**

Confirm Participation in the Statewide Community Infrastructure Program ("SCIP")

## **RECOMMENDATION**

Adopt an Amended and Restated Resolution to Confirm Participation in the California Statewide Communities Development Authority's ("CSCDA") Statewide Community Infrastructure Program ("SCIP").

## **CONTACT**

Jason Holley, City Manager

## **BACKGROUND & ANALYSIS**

This item pertains to the City's continued participation in the Statewide Community Infrastructure Program ("SCIP"), which is sponsored by the California Statewide Communities Development Authority ("CSCDA"). Following Council discussion, a public hearing to take public testimony on SCIP and bonds to be issued by CSCDA, and consideration of an Amended and Restated Resolution making certain findings and authorizing certain matters is necessary for the City of American Canyon (the "City") to confirm its participation in SCIP. Approving the Resolution will help facilitate development of Watson Ranch, among other projects.

CSCDA is a joint powers authority sponsored by the League of California Cities and the California State Association of Counties. 530 cities, counties and special districts throughout California are members of CSCDA, including the City. SCIP was instituted by CSCDA in 2002 to allow owners of property in participating cities and counties to finance the development impact fees that would be payable by property owners upon receiving development entitlements or building permits through pooled special assessment districts program. SCIP was expanded to include financing of public capital improvements directly in addition to just fees, and has now been further expanded to include community facilities districts ("CFDs"), as provided for in the proposed Amended and Restated Resolution. Since its inception SCIP has issued over \$1 billion in land secured special assessment and CFD bonds for development projects in California.

The City joined SCIP in 2007. The question before the City Council is to consider modifications to its SCIP participation to allow financing of fees and facilities through the formation of CFDs in addition to the current assessment district program. By adding CFDs, developers can finance a broader range

of City fees such as the police, fire, library, general city fee and the housing in-lieu fee. It will also allow developers more flexibility in adjusting tax rates by specific product type, assist in forming separate improvement areas when projects need to be phased, and provide for more facilities to be financed similar in type to the fees.

If a property owner chooses to participate, and the City approves the application, the selected public capital improvements, facilities and/or development impact fees owed to the City will be financed by the issuance of tax-exempt bonds by CSCDA. CSCDA will form the district and impose an assessment or special tax, as applicable, on the owner's property to repay the portion of the bonds issued to finance the fees paid with respect to the property (no one developer within the SCIP pool is responsible for the payment related to any other project). With respect to impact fees, the property owner will either pay the impact fees at the time of permit issuance, and will be reimbursed from the SCIP bond proceeds when the SCIP bonds are issued, or the fees will be funded directly from the proceeds of the SCIP bonds. In both cases, the fees are subject to requisition by the City at any time to make authorized fee expenditures, and the City is never at risk for payment of its fees. If improvements or facilities are contemplated, the proposed Amended and Restated Resolution includes a form of acquisition agreement, which outlines how a developer will be reimbursed for improvements as they are certified complete by the City.

The benefits to the property owner include:

- Only property owners who choose to participate in the program will have assessments or special taxes imposed on their property.
- Instead of paying cash for public capital improvements and/or development impact fees, the property owner receives low-cost, long-term tax-exempt financing of those fees, freeing up capital for other purposes.
- The property owner can choose to pay off the assessments or special taxes at any time.
- For home buyers, paying for the costs of public infrastructure through an assessment or special tax is superior to having those costs "rolled" into the cost of the home. Although the tax bill is higher, the amount of the mortgage is smaller, making it easier to qualify. Moreover, because the assessment/special tax financing is at tax-exempt rates, it typically comes at lower cost than mortgage rates.
- Owners of smaller projects, both residential and commercial, can have access to tax-exempt financing of infrastructure. Before the inception of SCIP, only projects large enough to justify the formation of an assessment or community facilities district had access to tax-exempt financing. SCIP can finance projects as low as \$500,000, which would not be economical on a stand-alone basis.

The benefits to the City include:

- As in conventional assessment district and CFD financing, the City is not liable to repay the bonds issued by CSCDA or the assessments or special taxes, as applicable, imposed on the

participating properties.

- CSCDA handles all district formation, district administration, bond issuance and bond administration functions. A participating city, county or special district can provide tax-exempt financing to property owners through SCIP while committing virtually no staff time to administer the program.
- Providing tax-exempt financing helps participating cities and counties cushion the impact of rising public capital improvements costs and development impact fees on new development. Many developers rely on assessment district or CFD financing through SCIP in making the decision to purchase land thereby improving a City's competitive advantage in attracting new development.
- The availability of financing will encourage developers to pull permits and pay fees in larger blocks, giving the participating city, county or special district immediate access to revenues for public infrastructure, rather than receiving a trickle of revenues stretched out over time. As part of the entitlement negotiation process, the possibility of tax-exempt financing of fees can be used to encourage a developer to pay fees up front.
- In some cases, the assessments or special taxes on successful projects can be refinanced through refunding bonds. Savings achieved through refinancing may be directed back to the participating city, county or special district for use on public infrastructure, or lower property taxes subject to applicable federal tax limitations.

The proposed Amended and Restated Resolution authorizes CSCDA to accept applications from owners of property within their planning jurisdiction to apply for tax-exempt financing of public capital improvements and development impact fees through SCIP. It also authorizes CSCDA to form assessment districts and community facilities districts within our City's boundaries, conduct assessment and special tax proceedings and levy assessments and special taxes against the property of participating owners. The authorization of CSCDA to form assessment districts within the City's boundaries, conduct assessment proceedings, and levy assessments against the property of participating owners previously approved by this City Council would remain in effect. It approves the form of an acquisition agreement, attached to the Amended and Restated Resolution as Exhibit B, to be entered into between the City and the participating property owner/developer, if applicable, to provide the terms and conditions under which financing for public capital improvements will be provided and to establish the procedure for disbursement of bond proceeds to pay for completed facilities. It also authorizes miscellaneous related actions and makes certain findings and determinations required by law.

After the discussing and/or asking questions, staff recommends the Council open the public hearing to order and invite any interested members of the public to provide testimony regarding SCIP and the proposed action. Upon the close of the hearing, if the City Council wishes to join SCIP for CFD's and become a participating member agency in this program, it should adopt the proposed Amended and Restated Resolution.

## **COUNCIL PRIORITY PROGRAMS AND PROJECTS**

Community and Sense of Place: "Build on the strength of our local community to develop a clear 'sense of place' and establish our unique identity."

## **FISCAL IMPACT**

The Recommended Action will have no impact on the FY 2022/23 Budget.

## **ENVIRONMENTAL REVIEW**

The Recommended Action has been reviewed under the California Environmental Quality Act ("CEQA") through the Final Environmental Impact Report ("Final EIR") for the Watson Ranch Specific Plan Project (State Clearinghouse No. 2015022030) certified by the City October 16, 2018. The Final EIR anticipated and analyzed development of the proposed assigned properties. Pursuant to CEQA Guidelines, Section 15162, no further environmental review is necessary because there are no changes in the project, changes in project circumstances or new information which would result in significantly increased or new environmental impacts, or changes in the feasibility of project alternatives or mitigation measures.

## **ATTACHMENTS:**

- [1. Resolution - Statewide Communities Development Authority](#)
- [2. Exhibits A-E - Form of Resolution of Intent California Statewide Communities Development Authority](#)

## RESOLUTION NO. 2023-13

**AN AMENDED AND RESTATED RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON AUTHORIZING THE CITY TO JOIN THE STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT SPECIAL ASSESSMENT PROCEEDINGS AND LEVY ASSESSMENTS AND SPECIAL TAXES AND TO FORM ASSESSMENT DISTRICTS AND COMMUNITY FACILITIES DISTRICTS WITHIN THE TERRITORY OF THE CITY OF AMERICAN CANYON; EMBODYING A JOINT COMMUNITY FACILITIES AGREEMENT SETTING FORTH THE TERMS AND CONDITIONS OF COMMUNITY FACILITIES DISTRICT FINANCINGS; APPROVING FORM OF ACQUISITION AGREEMENT FOR USE WHEN APPLICABLE; AND AUTHORIZING RELATED ACTIONS**

**WHEREAS**, the California Statewide Communities Development Authority (the “Authority”) is a joint exercise of powers authority, lawfully formed and operating within the State pursuant to an agreement (the “Joint Powers Agreement”) entered into as of June 1, 1988 under the authority of Title 1, Division 7, Chapter 5 (commencing with Section 6500) of the California Government Code (the “JPA Law”), the members of which include numerous cities, counties and local agencies in the State of California, including the City of American Canyon (the “City”); and

**WHEREAS**, the Joint Powers Agreement authorizes the Authority to undertake financing programs under any applicable provisions of State law to promote economic development, the stimulation of economic activity, and the increase of the tax base within the jurisdictional boundaries of its members (such members, the “Program Participants”); and

**WHEREAS**, as one of the Programs under the Joint Powers Agreement, the Authority has established the Statewide Community Infrastructure Program (“SCIP”) to allow the financing of certain public capital improvements to be constructed by or on behalf of property owners for acquisition by the City or another public agency (the “Improvements”) and improvements eligible for funding from certain development impact fees (the “Fees”) levied in accordance with the Mitigation Fee Act (California Government Code Sections 66000 and following) and other authority providing for the levy of fees on new development to pay for public capital improvements (collectively, the “Fee Act”) through the levy of special assessments pursuant to the Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the “1913 Act”) and the issuance of improvement bonds under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the “1915 Act”) upon the security of the unpaid special assessments; and

**WHEREAS**, the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 (beginning with Section 53311) of the Government Code of the State (the “Mello-Roos Act”) is an applicable provision of State law available to, among other things, finance public improvements necessary to meet increased demands placed upon local agencies as a result of development;

**WHEREAS**, the Authority also uses SCIP to allow the financing of Fees and Improvements through

the levy of special taxes and the issuance of improvement bonds under the Mello-Roos Act upon the security of the special taxes; and

**WHEREAS**, the City desires to allow the owners of property being developed within its jurisdiction (“Participating Developers”) to participate in SCIP and to allow the Authority to conduct proceedings and to form community facilities districts (“CFDs”) and to issue improvement bonds under the Mello-Roos Act, as well as to conduct assessment proceedings to form assessment districts (“Assessment Districts”) under the 1913 Act and to issue improvement bonds under the 1915 Act, to finance Fees levied on such properties and Improvements, provided that such Participating Developers voluntarily agree to participate and consent to the levy of such assessments or special taxes, as applicable; and

**WHEREAS**, from time to time when eligible property owners within the jurisdiction of the City elect to be Participating Developers, the Authority will conduct proceedings under the 1913 Act and the Mello-Roos Act and issue improvement bonds under the 1915 Act and the Mello-Roos Act to finance Fees payable by such property owners and Improvements and, at the conclusion of such proceedings, will levy assessments or special taxes, as applicable on such property within the territory of the City;

**WHEREAS**, both the Authority and the City are “local agencies” under the Mello-Roos Act;

**WHEREAS**, the Mello-Roos Act permits two or more local agencies to enter into a joint community facilities agreement to exercise any power authorized by the Mello-Roos Act;

**WHEREAS**, the City desires to enter into such an agreement with the Authority to authorize the Authority to form CFDs from time to time within the territorial limits of the City to finance Fees payable by such property owners and Improvements;

**WHEREAS**, the City has previously presented Resolution No. 2007-127 of the City Council of the City of American Canyon, authorizing the City to join the Statewide Community Infrastructure Program; authorizing the California Statewide Communities Development Authority to accept applications from property owners, conduct special assessment proceedings and levy assessments within the territory of the City of American Canyon; approving a form of acquisition agreement; and authorizing related actions (the “Original Resolution”), and such Original Resolution was adopted on July 19, 2007;

**WHEREAS**, the City now wishes to amend and restate the Original Resolution;

**WHEREAS**, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by the Authority in connection with assessment proceedings (the “ROI”), a copy of which is attached hereto as Exhibit A, and the territory within which assessments may be levied for SCIP (provided that each Participating Developer consents to such assessment) shall be coterminous with the City’s official boundaries of record at the time of adoption of such ROI (the “Proposed Boundaries”), and reference is hereby made to such boundaries for the plat or map required to be included in this Amended and Restated Resolution pursuant to Section 10104 of the Streets and

Highways Code; and

**WHEREAS**, there has also been presented to this meeting a proposed form of Acquisition Agreement (the “Acquisition Agreement”), a copy of which is attached hereto as Exhibit B, to be approved as to form for use with respect to any Improvements to be constructed and installed by a Participating Developer and for which the Participating Developer requests acquisition financing as part of its SCIP application; and

**WHEREAS**, the City will not be responsible for the conduct of any proceedings; the levy or collection of assessments or special taxes or any required remedial action in the case of delinquencies in such assessment or special tax payments; or the issuance, sale or administration of the improvement bonds or any other bonds issued in connection with SCIP; and

**WHEREAS**, pursuant to SCIP, the Authority periodically issues improvement bonds (the “Local Obligations”) on behalf of the local agency participants in SCIP to provide financing for the Fees and Improvements and then concurrently issues its revenue bonds pursuant to the Marks-Roos Local Bond Pooling Act of 1985, consisting of Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the California Government Code (the “Marks-Roos Act”), the proceeds of which are used to purchase the Local Obligations; and

**WHEREAS**, the City Council of the City of American Canyon previously adopted its Resolution No. 2020-35 (the “Watson Ranch Resolution”) on April 21, 2020, authorizing, among other things, the Authority to form a CFD, for the development project known as “Watson Ranch”, within the territorial limits of the City and embodying a joint community facilities agreement setting forth the terms and conditions of the CFD financing; and

**WHEREAS**, the Authority has formed the California Statewide Communities Development Authority Community Facilities District No. 2022-07 (Watson Ranch), City of American Canyon, County of Napa, State of California (“Watson Ranch CFD”) including Improvement Area No. 1 (“Improvement Area No. 1”) therein in accordance with the Mello-Roos Act; and

**WHEREAS**, the City wishes to also approve the issuance of bonds by the Authority under the Marks-Roos Act to purchase any or all Local Obligations issued for the Watson Ranch CFD; and

**WHEREAS**, pursuant to Government Code Section 6586.5, notice was published at least five days prior to the adoption of this Amended and Restated Resolution at a public hearing, which was duly conducted by this City Council concerning the significant public benefits of SCIP and the financing of the Improvements and the public capital improvements to be paid for with the proceeds of the Fees.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of American Canyon as follows:

Section 1. This Amended and Restated Resolution shall constitute full “local approval,” under Section 9 of the Joint Powers Agreement, and under the Authority’s Local Goals and Policies (defined below), for the Authority to undertake and conduct proceedings in accordance herewith and under

the Mello Roos Act to form CFDs with boundaries that shall be coterminous with the City's official boundaries of record at the time of such proceedings or any portion thereof (the "Proposed Boundaries"), and to authorize a special tax and to issue bonds with respect thereto; provided that the Participating Developers, who shall be the legal owners of such property at the time of formation of the CFD, execute a written consent to the levy of special tax in connection with SCIP by the Authority and execute a ballot in favor of the formation of such CFD and the Mello-Roos Act.

Section 2. The City hereby consents to the conduct of special assessment proceedings by the Authority in connection with SCIP pursuant to the 1913 Act and the issuance of Local Obligations under the 1915 Act on any property within the Proposed Boundaries; provided, that:

- (1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI; and
- (2) The Participating Developers, who shall be the legal owners of such property at the time of the formation of the Assessment District, execute a written consent to the levy of assessments in connection with SCIP by the Authority and execute an assessment ballot in favor of such assessment in compliance with the requirements of Section 4 of Article XIID of the State Constitution.

Section 3. The Joint Powers Agreement, together with the terms and provisions of this Amended and Restated Resolution, shall together constitute a separate joint community facilities agreement between the City and the Authority under the Mello-Roos Act for each CFD formed. As, without this Amended and Restated Resolution, the Authority has no power to finance City Fees and/or City Improvements (as such terms are defined herein) in proceedings under the Mello-Roos Act to form the CFD, adoption by the Commission of the Authority of each Resolution of Intention to form a CFD under the Mello-Roos Act to finance City Fees and City Improvements shall constitute acceptance of the terms hereof by the Authority with respect to such CFD.

Section 4. This Amended and Restated Resolution and the agreement it embodies are determined to be beneficial to the residents/customers of the City and are in the best interests of the residents of the City, and of the future residents of the area within the proposed CFDs and Assessment Districts. The City hereby finds and declares that the issuance of revenue bonds by the Authority to purchase Local Obligations in connection with SCIP, including Local Obligations for the Watson Ranch CFD, will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs, and the more efficient delivery of local agency services to residential and commercial development within the City.

Section 5. The Authority has adopted Local Goals and Policies as required by Section 53312.7 of the Mello-Roos Act. The City approves the use of those Local Goals and Policies in connection with the formation of CFDs. The City hereby agrees that the Authority may act in lieu of the City under those Local Goals and Policies in forming and administering the CFDs.

Section 6. The Authority has prepared and will update from time to time the "SCIP Manual of Procedures" (the "Manual"), and the City will handle Fee revenues and funds for Improvements for properties participating in SCIP in accordance with the procedures set forth in the Manual.

Section 7. Pursuant to the Mello-Roos Act and this Amended and Restated Resolution, the

Authority may conduct proceedings under the Mello-Roos Act to form the CFDs and to have such CFDs authorize the financing of any or all of the facilities and Fees set forth on Exhibit C, attached hereto. All of the facilities, whether to be financed directly or through Fees, shall be facilities that have an expected useful life of five years or longer and are facilities that the City or other local public agencies, as the case may be, are authorized by law to construct, own or operate, or to which they may contribute revenue. Exhibit C may be modified from time to time by written agreement between an authorized representative of the Authority and of the City. The facilities are referred to herein as the "Improvements," and the Improvements to be owned by the City are referred to as the "City Improvements." The Fees paid or to be paid to the City are referred to as the "City Fees."

Section 8. For Fees paid or to be paid to another agency by any particular CFD (an "Other Local Agency"), the Authority will obtain the written consent of that Other Local Agency before issuing Local Obligations to fund such Fees, as required by the Mello-Roos Act. For the Improvements to be owned by an Other Local Agency, the Authority will separately identify them in its proceedings, and will enter into a joint community facilities agreement with such Other Local Agency prior to issuing Local Obligations to finance such Improvements, as required by the Mello-Roos Act. Each joint community facilities agreement with each Other Local Agency will contain a provision that the Other Local Agency will provide indemnification to the City to the same extent that the City provides indemnification to the Other Local Agency under the terms of this Amended and Restated Resolution.

Section 9. At the time of formation of each CFD, the City will certify to the Commission of the Authority that all of the City Improvements including the improvements to be constructed or acquired with the proceeds of City Fees to be funded by such CFD are necessary to meet increased demands placed upon the City as a result of development occurring or expected to occur within the proposed CFDs in the form attached hereto as Exhibit D. Any appropriate officer or staff of the City is authorized to execute and deliver such certificate in substantially the form attached hereto as Exhibit D, with such changes as such signatory shall approve. Joint community facilities agreements with other local agencies will each contain a requirement that each Other Local Agency will make identical certification in connection with respect to the Improvements to be owned by, and Fees paid or to be paid to, such Other Local Agency equivalent to that made by the City in this paragraph.

Section 10. The Authority will apply the special tax collections initially as required by the documents under which any Local Obligations are issued; and thereafter, to the extent not provided in the Local Obligations documents, may pay its own reasonable administrative costs incurred in the administration of the CFDs. The Authority will remit any special tax revenues from any particular CFD remaining after the final retirement of all related Local Obligations to the City and to the other local agencies in the proportions specified in the Authority's proceedings. The City will apply any such special tax revenues it receives for authorized City Improvements or City Fees and its own administrative costs only as permitted by the Mello-Roos Act. The joint community facilities agreements with each Other Local Agency must require the Other Local Agency to apply the special tax revenues they receive for their authorized Improvements and Fees under the CFDs and for their own related administrative costs only as permitted by the Mello-Roos Act.

Section 11. The Authority will administer the CFDs, including employing and paying all

consultants, annually levying the special tax and all aspects of paying and administering the Local Obligations, and complying with all State and Federal requirements appertaining to the proceedings, including the requirements of the United States Internal Revenue Code. The City will cooperate fully with the Authority in respect of the requirements of the Internal Revenue Code and to the extent information is required of the City to enable the Authority to perform its disclosure and continuing disclosure obligations with respect to the Local Obligations and any revenue bonds, although the City will not participate in nor be considered to be a participant in the proceedings respecting the CFDs (other than as a party to the agreement embodied by this Amended and Restated Resolution) nor will the City be or be considered to be an issuer of the Local Obligations nor any revenue bonds. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with each Other Local Agency.

Section 12. In the event the Authority completes issuance and sale of Local Obligations, and Local Obligation proceeds become available to finance the Improvements, the Authority shall establish and maintain one or more special funds for each development project (collectively, the "Acquisition and Construction Fund"). The portion of Local Obligation proceeds which is intended to be utilized to finance the Improvements and Fees shall be deposited in the Acquisition and Construction Fund. The Acquisition and Construction Fund will be available both for City Improvements and City Fees and for the Improvements and Fees pertaining to each Other Local Agency. Subaccounts shall be created as necessary.

Section 13. As respects the Authority and each Other Local Agency, the City agrees to fully administer, and to take full governmental responsibility for, the construction or acquisition of the City Improvements and for the administration and expenditure of the City Fees including but not limited to environmental review, approval of plans and specifications, bid requirements, performance and payment bond requirements, insurance requirements, contract and construction administration, staking, inspection, acquisition of necessary property interests in real or personal property, the holding back and administration of retention payments, punch list administration, and the Authority and each Other Local Agency shall have no responsibility in that regard. The City reserves the right, as respects each Participating Developer, to require the Participating Developer to contract with the City to assume any portion or all of this responsibility. The Authority is required to obtain provisions equivalent to this paragraph in the joint community facilities agreement with each Other Local Agency.

Section 14. The City agrees to indemnify and to hold the Authority, its other members, and its other members' officers, agents and employees, and each Other Local Agency and their officers, agents and employees (collectively, the "Indemnified Parties") harmless from any and all claims, suits and damages (including costs and reasonable attorneys' fees) arising out of the design, engineering, construction and installation of the City Improvements and the improvements to be financed or acquired with the City Fees. The City reserves the right, as respects each Participating Developer, to require the Participating Developer to assume by contract with the City any portion or all of this responsibility. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with each Other Local Agency naming the City and its officers, agents and employees as Indemnified Parties with respect to each Other Local Agency's respective Improvements and the improvements to be constructed or acquired with each

## Other Local Agency's Fees.

Section 15. As respects the Authority and each Other Local Agency, the City agrees – once the City Improvements are constructed according to the approved plans and specifications, and the City and the Participating Developer have put in place their agreed arrangements for the funding of maintenance of the City Improvements – to accept ownership of the City Improvements, to take maintenance responsibility for the City Improvements, and to indemnify and hold harmless the Indemnified Parties to the extent provided in the preceding paragraph from any and all claims, etc., arising out of the use and maintenance of the City Improvements. The City reserves the right, as respects the Participating Developer, to require the Participating Developer by contract with the City to assume any portion or all of this responsibility. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with each Other Local Agency naming the City and its officers, agents and employees as Indemnified Parties.

Section 16. The City acknowledges the requirement of the Mello-Roos Act that if the City Improvements are not completed prior to the adoption by the Commission of the Authority of the Resolution of Formation of the CFD for each respective development project, the City Improvements must be constructed as if they had been constructed under the direction and supervision, or under the authority of, the City. The City acknowledges that this means all City Improvements must be constructed under contracts that require the payment of prevailing wages as required by Section 1720 and following of the Labor Code of the State of California. The Authority makes no representation that this requirement is the only applicable legal requirement in this regard. The City reserves the right, as respects the Participating Developer, to assign appropriate responsibility for compliance with this paragraph to the Participating Developer.

Section 17. The form of the Acquisition Agreement attached hereto as Exhibit B is hereby approved, and the [City Manager] or such officer's designee (the "Authorized Officer") is authorized to execute, and deliver to the Participating Developer, the Acquisition Agreement on behalf of the City in substantially that form, with such changes as shall be approved by the Authorized Officer after consultation with the City Attorney and the Authority's bond counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 18. After completion of the City Improvements and appropriate arrangements for the maintenance of the City Improvements, or any discrete portion thereof as provided in Section 53313.51 of the Mello-Roos Act and in the Acquisition Agreement, to the satisfaction of the City, and in conjunction with the City's acceptance thereof, acquisition of the City Improvements shall be undertaken as provided in the Acquisition Agreement.

Section 19. The City hereby consents to the formation of the CFDs in accordance with this Amended and Restated Resolution and consents to the assumption of jurisdiction by the Authority for the proceedings respecting the CFDs with the understanding that the Authority will hereafter take each and every step required for or suitable for consummation of the proceedings, the levy, collection and enforcement of the special tax, and the issuance, sale, delivery and administration of the Local Obligations, all at no cost to the City and without binding or obligating the City's general fund or taxing authority.

Section 20. The terms of the Agreement embodied by this Amended and Restated Resolution may be amended by a writing duly authorized, executed and delivered by the City and the Authority, except that no amendment may be made after the issuance of the Local Obligations by the Authority that would be detrimental to the interests of the bondholders without complying with all of the bondholder consent provisions for the amendment of the bond resolutions, bond indentures or like instruments governing the issuance, delivery and administration of all outstanding Local Obligations.

Section 21. Except to the extent of the indemnifications extended to each Other Local Agency in the Agreement embodied by this Amended and Restated Resolution, and the City's agreement to take responsibility for and ownership of the City Improvements, no person or entity, including the Participating Developer, shall be deemed to be a third party beneficiary of this Amended and Restated Resolution, and nothing in this Amended and Restated Resolution (either express or implied) is intended to confer upon any person or entity other than the Authority and the City (and their respective successors and assigns) any rights, remedies, obligations or liabilities under or by reason of this Amended and Restated Resolution.

Section 22. The City shall be identified as a third-party beneficiary of all joint community facilities agreements between the Authority and each Other Local Agency to the extent of the indemnification provisions and the provisions whereby each Other Local Agency agrees to take responsibility for and ownership of their Improvements.

Section 23. The appropriate officials and staff of the City are hereby authorized and directed to make SCIP applications available to all property owners who are subject to Fees for new development within the City and/or who are conditioned to install Improvements and to inform such owners of their option to participate in SCIP; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The staff persons listed on the attached Exhibit E, together with any other staff persons chosen by the City Manager from time to time, are hereby designated as the contact persons for the Authority in connection with SCIP.

Section 24. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents, including but not limited to such documents as may be required by bond counsel in connection with the participation in SCIP of any districts, authorities or other third-party entities entitled to own Improvements and/or to levy and collect fees on new development to pay for public capital improvements within the jurisdiction of the City, as are reasonably required by the Authority in accordance with the Manual to implement SCIP and to evidence compliance with the requirements of federal and state law in connection with the issuance by the Authority of the Local Obligations and any other bonds for SCIP. To that end, and pursuant to Treasury Regulations Section 1.150-2, the staff persons listed on Exhibit E, or other staff person acting in the same capacity for the City with respect to SCIP, are hereby authorized and designated to declare the official intent of the City with respect to the public capital improvements to be paid or reimbursed through participation in SCIP.

Section 25. This Amended and Restated Resolution shall take effect immediately upon its adoption. The City Clerk of the City of American Canyon is hereby authorized and directed to transmit a certified copy of this Amended and Restated Resolution to the Secretary of the Authority. This Amended and Restated Resolution shall remain in force with respect to any Assessment District and CFD formed until all Local Obligations have been retired and the authority to levy the special tax conferred by any CFD proceedings and to levy the assessment conferred by any assessment proceedings has ended or is otherwise terminated. The Original Resolution shall remain in force with respect to any SCIP application approved by the City and any Assessment District formed pursuant to its authority until all Local Obligations have been retired and the authority to levy the assessment conferred by any assessment proceedings carried out pursuant to the Original Resolution has ended or is otherwise terminated..

**PASSES, APPROVED and ADOPTED** at a regular meeting of the City Council of the City of American Canyon on the 7<sup>th</sup> day of February, 2023 by the following vote:

AYES: Councilmembers Aboudamous, Joseph, Oro, Vice Mayor Washington, and Mayor Garcia  
NOES: None  
ABSTAIN: None  
ABSENT: None

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

ATTEST:

APPROVE AS TO FORM:

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

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

**EXHIBIT A TO THE RESOLUTION**

FORM OF RESOLUTION OF INTENTION  
TO BE ADOPTED BY CSCDA

**RESOLUTION NO. \_\_SCIP-**

**RESOLUTION OF INTENTION OF THE CALIFORNIA STATEWIDE  
COMMUNITIES DEVELOPMENT AUTHORITY TO FINANCE CAPITAL  
IMPROVEMENTS AND/OR THE PAYMENT OF DEVELOPMENT IMPACT  
FEES FOR PUBLIC CAPITAL IMPROVEMENTS IN THE PROPOSED  
STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM ASSESSMENT  
DISTRICT NO. \_\_ (*NAME OF PROJECT*) [CITY OF \_\_\_\_\_], [COUNTY  
OF \_\_\_\_\_], APPROVING A PROPOSED BOUNDARY MAP, MAKING  
CERTAIN DECLARATIONS, FINDINGS AND DETERMINATIONS  
CONCERNING RELATED MATTERS, AND AUTHORIZING RELATED  
ACTIONS IN CONNECTION THEREWITH**

**WHEREAS**, under the authority of the Municipal Improvement Act of 1913 (the “1913 Act”), being Division 12 (commencing with Sections 10000 and following) of the California Streets and Highways Code (the “Code”), the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”) intends to finance, through its Statewide Community Infrastructure Program, the payment of certain development impact fees for public improvements (the “Improvement Fees”) and/or to finance certain public capital improvements to be constructed by or on behalf of the property owner(s) and to be acquired by the [City/County] of [\_\_\_\_\_] or another local agency (the “Improvements”) as described in Exhibit A attached hereto and by this reference incorporated herein, all of which are of benefit to the property within the proposed Statewide Community Infrastructure Program Assessment District No. \_\_ (*name of project*) [City of \_\_\_\_\_], [County of \_\_\_\_\_] (the “Assessment District”);

**WHEREAS**, the Commission finds that the land specially benefited by the Improvements and/or the Improvement Fees is shown within the boundaries of the map entitled “Proposed Boundaries of California Statewide Communities Development Authority Statewide Community Infrastructure Program Assessment District No. \_\_ (*name of project*) [City of \_\_\_\_\_], [County of \_\_\_\_\_], State of California,” a copy of which map is on file with the Secretary and presented to this Commission meeting, and determines that the land within the exterior boundaries shown on the map shall be designated “Statewide Community Infrastructure Program Assessment District No. \_\_ (*name of project*) [City of \_\_\_\_\_], [County of \_\_\_\_\_], State of California”;

**WHEREAS**, the [City/County] of [\_\_\_\_\_] is a member of the Authority and has approved the adoption on its behalf of this Resolution of Intention and has consented to the levy of the assessments in the Assessment District;

**NOW, THEREFORE, BE IT RESOLVED** that the Commission of the California Statewide Communities Development Authority hereby finds, determines and resolves as follows:

Section 1. The above recitals are true and correct.

Section 2. Pursuant to Section 2961 of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (the “1931 Act”), being Division 4 (commencing with Section 2800) of the

Code, the Commission hereby declares its intent to comply with the requirements of the 1931 Act by complying with Part 7.5 thereof.

Section 3. The Commission has designated a registered, professional engineer as Engineer of Work for this project, and hereby directs said firm to prepare the report containing the matters required by Sections 2961(b) and 10204 of the Code, as supplemented by Section 4 of Article XIID of the California Constitution.

Section 4. The proposed boundary map of the Assessment District is hereby approved and adopted. Pursuant to Section 3111 of the Code, the Secretary of the Authority is directed to file a copy of the map in the office of the County Recorder of the [County of \_\_\_\_\_] within fifteen (15) days of the adoption of this resolution.

Section 5. The Commission determines that the cost of financing the Improvements and/or the payment of the Improvement Fees shall be specially assessed against the lots, pieces or parcels of land within the Assessment District benefiting from the financing of the Improvements and/or the payment of the Improvement Fees. The Commission intends to levy a special assessment upon such lots, pieces or parcels in accordance with the special benefit to be received by each such lot, piece or parcel of land, respectively, from the financing of the Improvements and/or the payment of the Improvement Fees.

Section 6. The Commission intends, pursuant to subparagraph (f) of Section 10204 of the Code, to provide for an annual assessment upon each of the parcels of land in the proposed Assessment District to pay various costs and expenses incurred from time to time by the Authority and not otherwise reimbursed to the Authority which result from the administration and collection of assessment installments or from the administration or registration of the improvement bonds and the various funds and accounts pertaining thereto.

Section 7. Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, will be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10 of the Code), and the last installment of the bonds shall mature not to exceed twenty-nine (29) years from the second day of September next succeeding twelve (12) months from their date.

Section 8. The procedure for the collection of assessments and advance retirement of bonds under the Improvement Bond Act of 1915 shall be as provided in Part 11.1 thereof.

Section 9. Neither the Authority nor any member agency thereof will obligate itself to advance available funds from its or their own funds or otherwise to cure any deficiency which may occur in the bond redemption fund. A determination not to obligate itself shall not prevent the Authority or any such member agency from, in its sole discretion, so advancing funds.

Section 10. The amount of any surplus remaining in the improvement fund after acquisition of the Improvements and/or payment of Improvement Fees and all other claims shall be distributed in accordance with the provisions of Section 10427.1 of the Code.

Section 11. To the extent any Improvement Fees are paid to the Authority in cash with respect to property within the proposed Assessment District prior to the date of issuance of the bonds, the amounts so paid shall be reimbursed from the proceeds of the bonds to the property owner or developer that made the payment.

**PASSED AND ADOPTED** by the California Statewide Communities Development Authority this \_\_\_ day of \_\_\_\_\_, 20\_\_.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_  
Authorized Signatory  
California Statewide Communities  
Development Authority

EXHIBIT A TO THE RESOLUTION OF INTENTION

DESCRIPTION OF WORK

The payment of development impact fees levied within the Assessment District and/or public capital improvements to be acquired and owned by the [City/County] of [\_\_\_\_\_] or another local agency upon or for the benefit of parcels within the Assessment District, for the project known as [Project Name], which are authorized to be financed pursuant to the Municipal Improvement Act of 1913 and as to which the owners of the applicable parcels within the Assessment District have applied for participation in SCIP, as more particularly described below.

PAYMENT OF IMPACT FEES

CAPITAL IMPROVEMENTS\*

*\*Capital improvements includes funding for incidental costs associated with the capital improvements, including but not limited to, contingency, design, engineering, and construction management*

[End of Form of Resolution of Intention]

**EXHIBIT B TO THE RESOLUTION**  
FORM OF ACQUISITION AGREEMENT

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CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY  
STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM

**ACQUISITION AGREEMENT**

BY AND BETWEEN  
CITY OF AMERICAN CANYON  
AND  
[DEVELOPER]

Dated as of \_\_\_\_\_, 20\_\_

## ACQUISITION AGREEMENT

### Recitals

A. The parties to this Acquisition Agreement (the “Agreement”) are the [CITY/COUNTY] OF \_\_\_\_\_, (the “Local Agency”), and [DEVELOPER], a [*indicate type of legal entity*] (the “Developer”).

B. The effective date of this Agreement is \_\_\_\_\_, 20\_\_ (the “Effective Date”).

C. The Developer has applied for the financing of, among other things, certain public capital improvements to be owned by the Local Agency (collectively, the “Acquisition Improvements”) through the California Statewide Communities Development Authority (the “Authority”) and its Statewide Community Infrastructure Program (“SCIP”). [*For CFDs:*][The Acquisition Improvements are to be owned and operated by the Local Agency, and the financing is to be accomplished through a community facilities district which will be administered by the Authority under and pursuant to the Mello-Roos Community Facilities Act of 1982 – California Government Code Sections 53311 and following (the “Act”). On \_\_\_\_\_, 20[ ], the Local Agency entered into a Joint Community Facilities Agreement authorizing the Authority to form a community facilities district within the territorial limits of the Local Agency to finance, among other things, the Acquisition Improvements. On \_\_\_\_\_, 20[ ], the Authority formed the District and, on the same date, a landowner election was conducted in which all of the votes were cast unanimously in favor of conferring the District authority on the Authority Commission.] [*For Assessment Districts:*][The Acquisition Improvements are to be owned and operated by the Local Agency, and the financing is to be accomplished through an assessment district which will be administered by the Authority under and pursuant to Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the “1913 Act”) and the issuance of improvement bonds (the “Local Obligations”) under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the “1915 Act” and, together with the “1913 Act” the “Act”).]

D. The administration, payment and reimbursement of the capital facilities fees is agreed to be governed by the provisions of the SCIP Manual of Procedures as it may be amended from time to time. The administration, payment and reimbursement of the Acquisition Improvements shall be as provided herein.

E. Under SCIP, the Authority intends to levy [assessments] [special taxes] and issue bonds, in one or more series, to fund, among other things, all or a portion of the costs of the Acquisition Improvements. The portion of the proceeds of [the special taxes and] the bonds allocable to the cost of the Acquisition Improvements, together with interest earned thereon, is referred to herein as the “Available Amount” and is subject to the restrictions on the use of proceeds, if any, for the acquisition of specific Acquisition Improvements as set forth in Exhibit A hereto.

F. The Authority will provide financing for the acquisition by the Local Agency of the Acquisition Improvements and the payment of the Acquisition Price (as defined herein) of the Acquisition Improvements from the Available Amount. Attached hereto as Exhibit A is a

description of the Acquisition Improvements, which includes authorized discrete and usable portions, if any, of the public capital improvements, [pursuant to Section 53313.51 of the Act,] to be acquired from the Developer.

G. The parties anticipate that, upon completion of the Acquisition Improvements and subject to the terms and conditions of this Agreement, the Local Agency will acquire such completed Acquisition Improvements with the Available Amount.

H. Any and all monetary obligations of the Local Agency arising out of this Agreement are the special and limited obligations of the Local Agency payable only from the Available Amount, and no other funds whatsoever of the Local Agency shall be obligated therefor.

I. Attached to this Agreement are Exhibit A (*Acquisition Improvements and the Eligible Portions thereof*) and Exhibit B (*Form of Requisition*), which are incorporated into this Agreement for all purposes.

In consideration of Recitals A through I, inclusive, and the mutual covenants, undertakings and obligations set forth below, the Local Agency and the Developer agree as stated below.

## Agreement

### ARTICLE I

#### DEFINITIONS; DISTRICT FORMATION AND FINANCING PLAN

Section 1.01. Definitions. As used herein, the following capitalized terms shall have the meanings ascribed to them below:

“Acceptable Title” means free and clear of all monetary liens, encumbrances, assessments, whether any such item is recorded or unrecorded, and taxes, except those items which are reasonably determined by the Local Agency Engineer not to interfere with the intended use and therefore are not required to be cleared from the title.

“Acquisition Account” means any Local Agency subaccount established by the Authority pursuant to Section 1.03 hereof.

“Acquisition and Construction Fund” means, collectively and individually, each fund and account established by the Authority pursuant to Section 1.03 hereof for the purpose of paying the Acquisition Price of the Acquisition Improvements and which fund may be held as a subaccount within a fund established under the Authority Trust Agreement and may be commingled with acquisition and construction fund monies available for other public capital improvements.

“Acquisition Improvement” shall have the meaning assigned to such term in the recitals and are further described in Exhibit A.

“Acquisition Price” means the total amount eligible to be paid to the Developer upon

acquisition of an Acquisition Improvement as provided in Section 2.03 not to exceed the Actual Cost of the Acquisition Improvement.

“Act” has the meaning ascribed thereto in Recital C.

“Actual Cost” means the total cost of an Acquisition Improvement, as documented by the Developer to the satisfaction of the Local Agency and as certified by the Local Agency Engineer in an Actual Cost Certificate including, without limitation, (a) the Developer’s cost of constructing such Acquisition Improvement including grading, labor, material and equipment costs, (b) the Developer’s cost of designing and engineering the Acquisition Improvement, preparing the plans and specifications and bid documents for such Acquisition Improvement, and the costs of inspection, materials testing and construction staking for such Acquisition Improvement, (c) the Developer’s cost of any performance, payment and maintenance bonds and insurance, including title insurance, required hereby for such Acquisition Improvement, (d) the Developer’s cost of any real property or interest therein that is either necessary for the construction of such Acquisition Improvement (e.g., temporary construction easements, haul roads, etc.), or is required to be conveyed with such Acquisition Improvement in order to convey Acceptable Title thereto to the Local Agency or its designee, (e) the Developer’s cost of environmental evaluation or mitigation required for such Acquisition Improvement, (f) the amount of any fees actually paid by the Developer to governmental agencies in order to obtain permits, licenses or other necessary governmental approvals and reviews for such Acquisition Improvement, (g) the Developer’s cost for construction and project management, administration and supervision services for such Acquisition Improvement, (h) the Developer’s cost for professional services related to such Acquisition Improvement, including engineering, accounting, legal, financial, appraisal and similar professional services, and (i) the costs of construction financing incurred by the Developer with respect to such Acquisition Improvement.

“Actual Cost Certificate” means a certificate prepared by the Developer detailing the Actual Cost of an Acquisition Improvement, or an Eligible Portion thereof, to be acquired hereunder, as may be revised by the Local Agency Engineer pursuant to Section 2.03.

“Agreement” means this Acquisition Agreement, dated as of [\_\_\_\_\_], 20[ ].

“Authority” means the California Statewide Communities Development Authority.

“Authority Trust Agreement” means a Trust Agreement entered into by the Authority and an Authority Trustee in connection with the issuance of a series of bonds.

“Authority Trustee” means the financial institution identified as trustee in an Authority Trust Agreement.

“Available Amount” shall have the meaning assigned to the term in Recital E.

“Bonds” means bonds or other indebtedness issued by the Authority as tax-exempt or taxable bonds or other indebtedness, in one or more series, that is to be repaid by the District.

“Code” means the Streets and Highways Code or the Government Code of the State of California, as applicable.

“Developer” means [*Developer*], its successors and assigns.

“Disbursement Request Form” means a requisition for payment of funds from the Acquisition and Construction Fund for an Acquisition Improvement, or an Eligible Portion thereof in substantially the form contained in Exhibit B hereto.

“District” means [*name of Assessment District or CFD*] [*For CFDs, if applicable:*][, including Improvement Area No. [1] therein,] for which the Acquisition Improvements are being funded or any other assessment district or community facilities district (including any future annexation area thereto) established after the Effective Date that includes property that will benefit from the Acquisition Improvements.

“Eligible Portion” shall have the meaning ascribed to it in Section 2.03 below.

“Installment Payment” means an amount equal to ninety percent (90%) of the Actual Cost of an Eligible Portion.

“Local Agency” means the City of American Canyon.

“Local Agency Engineer” means the Engineer of the Local Agency or his/her designee who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

“Project” means the Developer’s development of the property in the District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer within the District or otherwise benefitting the [*name of project*] project.

[“Special Taxes” means annual special taxes, and prepayments thereof, authorized by the District to be levied by the Commission of the Authority.]

“Title Documents” means, for each Acquisition Improvement acquired hereunder, a grant deed or similar instrument necessary to transfer title to any real property or interests therein (including easements), or an irrevocable offer of dedication of such real property with interests therein necessary to the operation, maintenance, rehabilitation and improvement by the Local Agency of the Acquisition Improvement (including, if necessary, easements for ingress and egress) and a bill of sale or similar instrument evidencing transfer of title to the Acquisition Improvement (other than said real property interests) to the Local Agency, where applicable.

Section 1.02. Participation in SCIP. [*For CFDs:*][The Local Agency has entered into a Joint Community Facilities Agreement with the Authority for the purpose of accepting applications from time to time of developers within the Local Agency’s jurisdictional boundaries.] Developer has applied for financing through SCIP, in one or more phases, of the Acquisition Improvements and such application has been approved by the Local Agency. Developer and Local Agency agree that until and unless a series of bonds is issued by the Authority and the Available Amount in respect of the Acquisition Improvement financed by such series of bonds is deposited in the Acquisition Account (as defined in Section 1.03 below), neither the Developer nor the Local Agency shall have any obligations under this agreement. Developer agrees to cooperate with the

Local Agency and the Authority in the completion of SCIP financing from time to time for the Acquisition Improvements.

Section 1.03. Deposit and Use of Available Amount.

(a) Upon completion of the SCIP financing for any series of bonds, the Available Amount will be deposited by the Authority in the Acquisition Account established for such series of bonds.

(b) The Authority will cause the SCIP Trustee to establish and maintain a subaccount (the “Acquisition Account”) within the Acquisition and Construction Fund in respect of each series of bonds that funds all or portion of the Acquisition Improvements for the purpose of holding all funds for the payment of such Acquisition Improvements. All earnings on amounts in the Acquisition and Construction Fund shall remain in the Acquisition and Construction Fund for use as provided herein and pursuant to the Authority Trust Agreement. Money in the Acquisition and Construction Fund shall be available to respond to delivery of a Disbursement Request Form and to be paid to the Developer or its designee to pay the Acquisition Price of the Acquisition Improvements, as specified in Article II hereof. Upon completion of all of the Acquisition Improvements and the payment of all costs thereof, any remaining funds in the Acquisition and Construction Fund (less any amount determined by the Local Agency as necessary to reserve for claims against the account) (i) shall be applied to pay the costs of any additional Acquisition Improvements eligible for acquisition with respect to the Project as approved by the Authority and, to the extent not so used, (ii) shall be applied by the Authority [to call Bonds or to reduce Special Taxes as the Authority shall determine][as provided in Section 10427.1 of the Code to pay a portion of the assessments levied on the Project property in the District].

Section 1.04. No Local Agency Liability; Local Agency Discretion; No Effect on Other Agreements. In no event shall any actual or alleged act by the Local Agency or any actual or alleged omission or failure to act by the Local Agency with respect to SCIP subject the Local Agency to monetary liability therefor. Further, nothing in this Agreement shall be construed as affecting the Developer’s or the Local Agency’s duty to perform their respective obligations under any other agreements, public improvement standards, land use regulations or subdivision requirements related to the Project, which obligations are and shall remain independent of the Developer’s and the Local Agency’s rights and obligations under this Agreement.

ARTICLE II

DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

Section 2.01. Letting and Administering Design Contracts. The parties presently anticipate that the Developer has awarded and administered or will award and administer engineering design contracts for the Acquisition Improvements to be acquired from Developer. All eligible expenditures of the Developer for design engineering and related costs in connection with the Acquisition Improvements (whether as an advance to the Local Agency or directly to the design consultant) shall be reimbursed at the time of acquisition of such Acquisition Improvements. The Developer shall be entitled to reimbursement for any design costs of the

Acquisition Improvements only out of the Acquisition Price as provided in Section 2.03 and shall not be entitled to any payment for design costs independent of or prior to the acquisition of Acquisition Improvements.

Section 2.02. Letting and Administration of Construction Contracts; Indemnification. State law requires that all Acquisition Improvements not completed prior to the formation of the District shall be constructed as if they were constructed under the direction and supervision, or under the authority, of the Local Agency. In order to assure compliance with those provisions, except for any contracts entered into prior to the date hereof, Developer agrees to comply with the requirements set forth in Exhibit C hereto with respect to the bidding and contracting for the construction of the Acquisition Improvements. The Developer agrees that all the contracts shall call for payment of prevailing wages as required by the Labor Code of the State of California. The Developer's indemnification obligation set forth in Section 3.01 of this Agreement shall also apply to any alleged failure to comply with the requirements of this Section, and/or applicable State laws regarding public contracting and prevailing wages.

Section 2.03. Sale of Acquisition Improvements. The Developer agrees to sell to the Local Agency each Acquisition Improvement to be constructed by Developer (including any rights-of-way or other easements necessary for the Acquisition Improvements, to the extent not already publicly owned), when the Acquisition Improvement is has been constructed and is complete to the satisfaction of the Local Agency for an amount not to exceed the lesser of (i) the Available Amount or (ii) the Actual Cost of the Acquisition Improvement. Exhibit A, attached hereto and incorporated herein, contains a list of the Acquisition Improvements. Portions of an Acquisition Improvement eligible for Installment Payments prior to completion of the entire Acquisition Improvement are described as eligible, discrete and usable portions in Exhibit A (each, an "Eligible Portion"). At the time of completion of each Acquisition Improvement, or Eligible Portion thereof, the Developer shall deliver to the Local Agency Engineer a written request for acquisition, accompanied by an Actual Cost Certificate, and by executed Title Documents for the transfer of the Acquisition Improvement where necessary. In the event that the Local Agency Engineer finds that the supporting paperwork submitted by the Developer fails to demonstrate the required relationship between the subject Actual Cost and eligible work, the Local Agency Engineer shall advise the Developer that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from the Developer. If the further documentation is still not adequate, the Local Agency Engineer may revise the Actual Cost Certificate to delete any disallowed items and the determination shall be final and conclusive.

Certain soft costs for the Acquisition Improvements, such as civil engineering, may have been incurred pursuant to single contracts that include work relating also to the private portions of the Project. In those instances, the total costs under such contracts will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer. Where a specific contract has been awarded for design or engineering work relating solely to an Acquisition Improvement, one hundred percent (100%) of the costs under the contract will be allocated to that Acquisition Improvement. Amounts allocated to an Acquisition Improvement will be further allocated among the Eligible Portions of that Acquisition Improvement, if any, in the same proportion as the amount to be reimbursed for hard costs for each Eligible Portion bears to the amount to be reimbursed for hard costs for the entire Acquisition Improvement. Costs will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer. The costs of certain environmental

mitigation required to mitigate impacts of the public and private portions of the Project will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer.

In the event that the Actual Cost is in excess of the Available Amount, the Local Agency shall withdraw the Available Amount from the relevant Acquisition Account and transfer said amount to the Developer. In the event that the Actual Cost is less than the Available Amount, the Local Agency shall withdraw an amount from the relevant Acquisition Account equal to the Actual Cost, and shall transfer said amount to the Developer. Any amounts then remaining in such Acquisition Account shall be applied as provided in Section 1.03.

In no event shall the Local Agency be required to pay the Developer more than the aggregate amount on deposit in the Acquisition Accounts at the time such payment is requested.

Section 2.04. Conditions Precedent to Payment of Acquisition Price. Payment to the Developer or its designee of the Acquisition Price for an Acquisition Improvement from the Acquisition Account shall in every case be conditioned first upon the determination of the Local Agency Engineer, pursuant to Section 2.03, that the Acquisition Improvement satisfies all Local Agency regulations and ordinances and is otherwise complete and ready for acceptance by the Local Agency, and shall be further conditioned upon satisfaction of the following additional conditions precedent:

(a) The Developer shall have provided the Local Agency with lien releases or other similar documentation satisfactory to the Local Agency Engineer as evidence that none of the property (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvement, to the extent not already publicly owned) comprising the Acquisition Improvement, and the property which is subject to the [assessments/Special Taxes] of any District, is not subject to any prospective mechanics lien claim respecting the Acquisition Improvements.

(b) All due and payable property taxes, and installments of [assessments/Special Taxes] shall be current on property owned by the Developer or under option to the Developer that is subject to the lien of the District.

(c) The Developer shall certify that it is not in default with respect to any loan secured by any interest in the Project.

(d) The Developer shall have provided the Local Agency with Title Documents needed to provide the Local Agency with title to the site, right-of-way, or easement upon which the subject Acquisition Improvements are situated. All such Title Documents shall be in a form acceptable to the Local Agency (or applicable governmental agency) and shall convey Acceptable Title. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the Local Agency Engineer insuring the Local Agency as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the Local Agency and the Developer. Each title insurance policy required hereunder shall be in the amount equal to or greater than the Acquisition Price.

Section 2.05. SCIP Requisition. Upon a determination by the Local Agency Engineer to pay the Acquisition Price of the Acquisition Improvements pursuant to Section 2.04,

the Local Agency Engineer shall cause a SCIP Requisition to be submitted to the Program Administrator. The Program Administrator will review the SCIP Requisition and forward it with instructions to the SCIP Trustee and the SCIP Trustee shall make payment directly to the Developer of such amount pursuant to the relevant SCIP Trust Agreement. The Local Agency and the Developer acknowledge and agree that the SCIP Trustee shall make payment strictly in accordance with the SCIP Requisition and shall not be required to determine whether or not the Acquisition Improvements have been completed or what the Actual Costs may be with respect to such Acquisition Improvements. The SCIP Trustee shall be entitled to rely on the SCIP Requisition on its face without any further duty of investigation.

### ARTICLE III

#### MISCELLANEOUS

Section 3.01. Indemnification and Hold Harmless. The Developer hereby assumes the defense of, and indemnifies and saves harmless the Local Agency, the Authority, and each of its respective officers, directors, employees and agents, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from or alleged to have resulted from the acts or omissions of the Developer or its agents and employees in the performance of this Agreement, or arising out of any contract for the design, engineering and construction of the Acquisition Improvements or arising out of any alleged misstatements of fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the Authority's underwriter, financial advisor, appraiser, district engineer or bond counsel or regarding the Developer, its proposed developments, its property ownership and its contractual arrangements contained in the official statement relating to the SCIP financing (provided that the Developer shall have been furnished a copy of such official statement and shall not have objected thereto); and provided, further, that nothing in this Section 3.01 shall limit in any manner the Local Agency's rights against any of the Developer's architects, engineers, contractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of the Developer for payment of damages resulting from the operations of the Developer, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that the Developer agrees to indemnify the Local Agency, the Authority or any of its respective officers, directors, employees or agents, for any negligent or wrongful acts or omissions to act of the Local Agency, Authority its officers, employees, agents or any consultants or contractors.

Section 3.02. Audit. The Local Agency shall have the right, during normal business hours and upon the giving of ten days' written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer (for which the Developer seeks reimbursement) in constructing the Acquisition Improvements.

Section 3.03. Cooperation. The Local Agency and the Developer agree to cooperate with respect to the completion of the SCIP financing for the Acquisition Improvements. The Local Agency and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

Section 3.04. General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval or acceptance of either party hereto or any of their respective employees, officers or agents shall be deemed to require that such consent, approval or acceptance not be unreasonably withheld or delayed, unless such provision expressly incorporates a different standard. The foregoing provision shall not apply to provisions in the Agreement which provide for decisions to be in the sole discretion of the party making the decision.

Section 3.05. Third Party Beneficiaries. The Authority and its officers, employees, agents or any consultants or contractors are expressly deemed third party beneficiaries of this Agreement with respect to the provisions of Section 3.01. It is expressly agreed that, except for the Authority with respect to the provisions of Section 3.01, there are no third party beneficiaries of this Agreement, including without limitation any owners of bonds, any of the Local Agency's or the Developer's contractors for the Acquisition Improvements and any of the Local Agency's, the Authority's or the Developer's agents and employees.

Section 3.06. Conflict with Other Agreements. Nothing contained herein shall be construed as releasing the Developer or the Local Agency from any condition of development or requirement imposed by any other agreement between the Local Agency and the Developer, and, in the event of a conflicting provision, such other agreement shall prevail unless such conflicting provision is specifically waived or modified in writing by the Local Agency and the Developer.

Section 3.07. Notices. All invoices for payment, reports, other communication and notices relating to this Agreement shall be mailed to:

If to the Local Agency:

City of American Canyon  
[Address to come]

If to the Developer:

[Developer]  
[Address to come]

Either party may change its address by giving notice in writing to the other party.

Section 3.08. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 3.09. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 3.10. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement.

Section 3.11. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 3.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 3.13. Successors and Assigns. This Agreement is binding upon the heirs, assigns and successors-in-interest of the parties hereto. The Developer may not assign its rights or obligations hereunder, except to successors-in-interest to the project known as *[name of project]* within the District, without the prior written consent of the Local Agency.

Section 3.14. Remedies in General. It is acknowledged by the parties that the Local Agency would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement or the application thereof, other than for the payment to the Developer of any (i) moneys owing to the Developer hereunder, or (ii) moneys paid by the Developer pursuant to the provisions hereof which are misappropriated or improperly obtained, withheld or applied by the Local Agency.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that the Local Agency shall not be liable in damages to the Developer, or to any assignee or transferee of the Developer other than for the payments to the Developer specified in the preceding paragraph. Subject to the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Agreement.

*[The remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

CITY OF AMERICAN CANYON

By: .....  
[City Manager]

ATTEST:  
City Clerk of the City of American Canyon

By: .....

[DEVELOPER],  
a [here indicate type of legal entity]

By: .....  
*Signature*

.....  
*Print Name*

Exhibit A to the Acquisition Agreement

DESCRIPTION OF ACQUISITION IMPROVEMENTS AND BUDGETED AMOUNTS

[To be completed based on Final Engineer's Report]

*Funding includes amounts for incidental costs associated with the capital improvements, including, but not limited to, contingency, design, engineering, and construction management.*

<u>ACQUISITION IMPROVEMENTS</u>	<u>TOTAL AMOUNT*</u>
<input type="checkbox"/> .....	\$ <input type="checkbox"/>
<input type="checkbox"/> .....	\$ <input type="checkbox"/>

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\* Estimated. Acquisition Price will be determined based on Actual Cost as further described in this Acquisition Agreement.

Exhibit B to the Acquisition Agreement

FORM OF SCIP REQUISITION

To: BLX Group LLC  
SCIP Program Administrator  
777 S. Figueroa St., Suite 3200  
Los Angeles, California 90017  
Attention: Vo Nguyen  
Fax: 213-612-2499

Re: Statewide Community Infrastructure Program

The undersigned, a duly authorized officer of the CITY OF AMERICAN CANYON hereby requests a withdrawal from the [DEVELOPER] ACQUISITION ACCOUNT, as follows:

Request Date: [Insert Date of Request]

Name of Developer: [Developer]

Withdrawal Amount: [Insert Acquisition Price]

Acquisition Improvements: [Insert Description of Acquisition Improvement(s) from Ex. A]

Payment Instructions: [Insert Wire Instructions or Payment Address for Developer]

The undersigned hereby certifies as follows:

1. The Withdrawal is being made in accordance with a permitted use of such monies pursuant to the Acquisition Agreement, and the Withdrawal is not being made for the purpose of reinvestment.
2. None of the items for which payment is requested have been reimbursed previously from other sources of funds.
3. If the Withdrawal Amount is greater than the funds held in the Acquisition Account, the SCIP Program Administrator is authorized to amend the amount requested to be equal to the amount of such funds.
4. To the extent the Withdrawal is being made prior to the date bonds have been issued on behalf of SCIP, this withdrawal form serves as the declaration of official intent of the CITY OF AMERICAN CANYON, pursuant to Treasury Regulations 1.150-2, to reimburse with respect expenditures made from the Acquisition Account listed above in the amount listed above.

CITY OF AMERICAN CANYON

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT C TO THE RESOLUTION**

### **ELIGIBLE FACILITIES AND FEES**

Eligible facilities and fees that may be financed by a CFD formed by CSCDA through SCIP include all improvements and fees authorized under the Mello-Roos Act, including but not limited to the following:

#### **Transportation Improvements**

Eligible roadway improvements include, but are not limited to: acquisition of land and easements; roadway design; project management; bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete and/or pavers; joint trenches, underground utilities and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including onsite and off-site), enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters, bus and transit improvements including transfer stations and regional public transit improvements; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed herein also include any and all necessary underground potable and recycled water, sanitary sewer, and storm drainage system improvements.

#### **Water System Improvements**

Authorized facilities include any and all water facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: water storage, treatment and distribution facilities including waterlines and appurtenances, gate valves, pressure reducing stations, flow meters, fire hydrants, and other improvements related thereto such as site clearing, grading and paving; curbs and gutters; booster pump stations & power; stand-by generators; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates, and fencing; and striping and signage.

#### **Recycled Water System Improvements**

Authorized facilities include any and all recycled water system facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: treatment and distribution facilities including pipelines and appurtenances, gate valves, flow meters, booster pump pressurization system, and other improvements related thereto - such as site clearing, grading and paving; curbs and gutters; booster pump stations; stand-by generators; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates, and fencing; and striping and signage.

#### **Drainage System Improvements**

Authorized facilities include any and all drainage and storm drain improvements designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: excavation and grading, pipelines and appurtenances, outfalls and water quality measures, detention/retention basins, drainage pretreatment facilities, drainage ways/channels, pump stations, landscaping and irrigation; access roads, gates, and fencing; and striping and signage and

other improvements related thereto.

### **Wastewater System Improvements**

Authorized facilities include any and all wastewater facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to, pipelines and all appurtenances thereto; manholes; tie-in to existing main lines; force mains; lift stations; upgrades to existing lift stations; odor-control facilities; and permitting related thereto; and related sewer system improvements.

### **Park, Parkway and Open Space Improvements**

Authorized facilities include any and all improvements to parks, parkways and open space required for development within the CFD. These facilities include, but may not be limited to: grading, turf, shrubs and trees, landscaping irrigation, site lighting, drainage, sanitary sewer and water service, pedestrian and bicycle trails, protective fencing (including soundwalls), pedestrian/bicycle bridges, storm drain crossings, wetland mitigation, hawk mitigation for authorized facilities herein, access gates and fencing and related open space improvements. Authorized facilities include acquisition of any and all parkland as well as open space/bike trail/public access easements required for development within the CFD.

### **School and Educational Facilities**

Authorized facilities include classroom renovation, updates to school safety and security systems, technology improvements, energy efficiency improvements, school modernization and retrofitting, and new classroom and school construction as required for development within the CFD.

### **Development Impact Fees**

Authorized facilities include the direct funding of any of the above referenced facility types for which the Local Agency collects a development impact fee.

### **Other Incidental Expenses and Bond Issuance Costs**

In addition to the above facilities, other incidental expenses as authorized by the Mello-Roos Community Facilities Act of 1982, including, but not limited to, the cost of planning and designing the facilities (including the cost of environmental evaluation, remediation and mitigation); engineering and surveying; construction staking; utility relocation and demolition costs incidental to the construction of the public facilities; costs of project/construction management; costs (including the costs of legal services) associated with the formation of the CFD; issuance of bonds (if any); determination of the amount of taxes; collection of taxes; payment of taxes; costs of calculating and providing reimbursements from one-time special tax payments; or costs otherwise incurred in order to carry out the authorized purposes of the CFD; and any other expenses incidental to the formation and implementation of the CFD and to the construction, completion, inspection and acquisition of the authorized facilities.

**EXHIBIT D TO THE RESOLUTION**

FORM OF INCREASED DEMANDS CERTIFICATE

To: California Statewide Communities Development Authority

Re: Statewide Community Infrastructure Program – Community Facilities District for  
[Project]

The undersigned, a duly authorized officer of the CITY OF AMERICAN CANYON (the “Local Agency”) hereby certifies that the public capital improvements and development impact fees identified below are necessary to meet increased demands placed upon the Local Agency as a result of development within the proposed community facilities district for the [Project]:

[List improvements/fees here]

CITY OF AMERICAN CANYON

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT E TO THE RESOLUTION**

CITY OF AMERICAN CANYON CONTACTS FOR SCIP PROGRAM

**Primary Contact**

Name: Jason Holley  
Title: City Manager  
Mailing Address: 4381 Broadway, American Canyon, CA 94503  
Delivery Address (if different):  
E-mail: [jholley@cityofamericancanyon.org](mailto:jholley@cityofamericancanyon.org)  
Telephone: 707-647-4351  
Fax:

**Secondary Contact**

Name: Juan Gomez  
Title: Finance Director  
Mailing Address: 4381 Broadway, American Canyon, CA 94503  
Delivery Address (if different):  
E-mail: [jgomez@cityofamericancanyon.org](mailto:jgomez@cityofamericancanyon.org)  
Telephone: 707-647-4362  
Fax:

*[Add additional contacts as needed]*



## TITLE

Skate Park Relocation and Upgrades to former Napa Junction School and Various Parks

## RECOMMENDATION

Take the following actions related to the relocation of the Skate Park, upgrades to the former Napa Junction School, and various City parks:

1. Adopt a Resolution increasing the Project Budget for the Skatepark Relocation Project (PR22-0100) from \$380,000 to \$708,000 with the source of funding being Fund 240 - "Federal Grant" (American Rescue Plan Act); awarding a construction contract to American Ramp Company in the amount of \$630,000 in conjunction with the Project; and authorizing the City Manager to award contract change orders in an amount not to exceed the Project Budget.
2. Adopt a Resolution amending the FY 2022/23 Capital Budget to create a new capital project "Former Napa Junction School Upgrades Project (CF23-0300)"; establishing a Project Budget in the amount of \$700,000 with the source of funding as the General Fund Capital Reserve; and authorizing the City Manager to award contracts and contract change orders in an amount not to exceed the Project Budget.
3. Adopt a Minute Order calling for a "Fiscal Year 2023/24 Budget Workshop" to discuss priorities for funding other capital improvements at various parks, including a shade structure at Northampton Park, permanent bathrooms at Northampton and Silver Oak Parks, and a new playground surface at Via Bellagio Park.

## CONTACT

Jason Holley, City Manager

Felix Hernandez, Maintenance and Utilities Director

Alexandra Ikeda, Parks and Recreation Director

## BACKGROUND & ANALYSIS

The Council has previously approved facility upgrades throughout the City. The item tonight focusses on three areas: 1) the Skatepark, 2) former Napa Junction School and 3) Northampton, Via Bellagio and Silver Oak Parks.

### Skatepark Relocation

On September 6, 2022, the Council approved the Skatepark Relocation Project (PR22-0100) and

established a Project Budget in the amount of \$380,000. This Project includes the relocation of the metal skatepark equipment from its current location (behind ACMS) to a new location at Veterans Park. As shown in Attachment 4, "Option 1 - Status Quo" re-uses the existing metal above-ground features (straight rail, pyramid corner, ledges, boxes, gap, curb, and berm) and provides for a unique shape and a few new concrete elements.

Since that time, staff has identified an opportunity to create a more enhanced and enviable recreational experience. As shown in Attachment 5, "Option 2- Enhanced" includes new features like a concrete mini-bowl (1 ft. depth), a larger concrete big bowl (2 levels from 4 ft. to 6 ft.), "ollie" obstacles, stages and rails, ledges, banks, stairs, boxes, long quarters, step-ups, straight rail, pyramid corner, curb, and gap. While being more interesting and appealing to users, these concrete features will also be more durable. Option 2 is more expensive and an additional \$328,000 would be needed. This amount includes a 10% contingency and the pre-project equipment inspection - which is needed regardless of which option is chosen.

Staff reviewed these options with the Parks and Community Services Commissions who unanimously recommended the Council select Option 2. Staff understands Council's desire to create notable and high-quality experiences and recommends the Council choose to move forward with Option 2 tonight. As discussed below, the source of funding for Option 2 is recommended to be a portion of the remaining American Rescue Plan Act (ARPA) funding. Staff also recommend hiring the original contractor (American Ramp Company) to undertake this work because of their unique understanding of the equipment and the specialized nature of the work. The amount of the contract with American Ramp Company will be \$630,000, with the remaining Project Budget being for contingency (\$63,000) and to pay for the inspection (\$15,000).

#### Former Napa Junction School

Last September, the City acquired the former Napa Junction School (NJS) property and gave up its partial interest in the Middle School Gymnasium/Community Center through the property exchange with the Napa Valley Unified School District (NVUSD). This exchange is a great opportunity for the City, serving multiple interests and needs including expanding parks and recreation programs and services, and City maintenance needs. This was an "as-is" property swap with NVUSD; despite City staff and community cleanup efforts, we have identified a need to fix broken windows and doors, paint and clean the facility, and secure the property from future vandalism before we can use it for community, staff, and program needs.

In addition, the City has long sought to move its current "corporation yard" away from the residential uses and wetlands habitat at its current location. In fact, the City is currently negotiating with the American Canyon Community and Parks Foundation for the adaptive reuse of the facility on Wetlands Edge Road (once City maintenance operations relocate). While a final, permanent location has still not been determined, the former NJS property presents a new opportunity to relocate maintenance operations to facilitate the Eco Center.

Ultimately, a master plan for the former NJS property the (City-owned) Little League, and surrounding underutilized commercial properties is needed. That community-engagement process is not slated to begin for at least a few years. In the meantime, the NJS property can still serve a couple of purposes. The NJS property is envisioned to be bifurcated with new fencing - the parking lot in the western area would be used for maintenance operations while the classrooms in the eastern area would be available for recreation programming, summer camps, facility rental, and community partner organization storage. In order to keep costs low, staff has not hired an architect or space planner to prepare comprehensive plans. Instead, the existing footprint will remain and the buildings will just be fixed- up and reused.

The result of these efforts will be new capital assets and it is appropriate to create a "capital improvement project" to undertake the renovations. Staff recommends the creation of a new project entitled "Former Napa Junction School Upgrades (CF23-0300)". The scope work will include replacing broken windows, painting, new alarms & security, fencing, table and chairs, kitchen appliances, lighting new shop facilities and covered parking, upgrade electrical and telecommunications services, door locks and keys. As shown in Attachment 6, the total cost for this work is approximately \$700,000. As discussed below, the source of funding for the work at former NJS is recommended to be the General Fund Capital Reserve.

#### Northampton, Via Bellagio and Silver Oak Parks

On November 15, 2022, the Council approved the Playground Replacement Project (PR21-0100). The Project Budget is \$679,892 and includes new playground equipment at Linwood Park, Via Bellagio Park, and Northampton Parks. Of note, the new playground equipment at Northampton will be the City's first and only all-inclusive park with amenities serving users of all abilities. The equipment is expected to arrive in May and will be installed this summer.

The Council also expressed interest in the following: 1) adding a steel shade structure (38'x18') to the group picnic area at Northampton Park; 2) adding new restrooms to Northampton and Silver Oak Parks; and 3) replacing the engineered wood fiber surface with a rubber surface at Via Bellagio Park. As shown in Attachment 7, the cost of these items totals approximately \$500,000. There are a variety of funding sources that could be used to fund these additional items, including ARPA funds and LLAD funds (for Silver Oak and Via Bellagio Parks). Given the breadth of other desired facility upgrades beyond those identified by Council on November 15, staff does not recommend moving those projects forward until a broader discussion of needs occurs. Staff recommends the Council hold a FY 2023/24 Budget Workshop in March, which can be memorialized by adopting the Minute Order shown in Attachment 3.

## **COUNCIL PRIORITY PROGRAMS AND PROJECTS**

Outdoors and Recreation: "Expand opportunities for use of outdoor recreation and an active and healthy lifestyle."

## **FISCAL IMPACT**

The impact of the Recommended Action to proceed with Skatepark Option 2 will increase the Project Budget for the Skatepark Relocation Project (PR22-0100) by \$328,000 (from \$380,000 to \$708,000) and correspondingly reduce the Fund Balance of Fund 240 "Federal Grants" by \$328,000. Thus, the amount of ARPA funds within Fund 240 will be reduced from \$516,000 to \$188,000.

The impact of the Recommended Action to proceed with the "Former Napa Junction School Upgrades Project (CF23-0300)" will be to increase the Project Budget for the Former Napa Junction School Upgrades Project (CF23-0300) by \$700,000 (from \$0 to \$700,000) and correspondingly reduce the General Fund Capital Reserve from \$2,000,000 to \$1,300,000.

## **ENVIRONMENTAL REVIEW**

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

## **ATTACHMENTS:**

1. [Resolution Skate Park Option 2](#)
2. [Resolution Former NJS](#)
3. [Minute Order](#)
4. [Skatepark Option 1](#)
5. [Skatepark Option 2](#)
6. [Estimated costs for former NJS](#)
7. [Estimated costs for playground enhancements.pdf](#)

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON INCREASING THE PROJECT BUDGET FOR THE SKATEPARK RELOCATION PROJECT (PR22-0100) FROM \$380,000 TO \$708,000 WITH THE SOURCE OF FUNDING BEING FUND 240 "FEDERAL GRANTS" (AMERICAN RESCUE PLAN ACT); AWARDING A CONSTRUCTION CONTRACT TO THE AMERICAN RAMP COMPANY IN THE AMOUNT OF \$630,000 IN CONJUNCTION WITH THE PROJECT; AND AUTHORIZING THE CITY MANAGER TO AWARD CONTRACT CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED THE PROJECT BUDGET.**

**WHEREAS**, the City of American Canyon has identified a need to relocate the Skatepark to accommodate the proposed property exchange agreement between the City of American Canyon and the Napa Valley Unified School District; and

**WHEREAS**, the Skatepark is located in a temporary location behind the American Canyon Middle School and the Phillip West Aquatics Center. The current footprint is approximately 12,900 sqft.; and

**WHEREAS**, skateparks bring people together from all different backgrounds and economic statuses, and skating is considered a diverse and multigenerational sport that is loved by many within the American Canyon community; and

**WHEREAS**, the Skatepark Relocation Project (PR22-0100) will relocate the City of American Canyon's Skatepark to an existing prominent, visible, and accessible park location for community residents to enjoy and use for years to come; and

**WHEREAS**, the relocation of the Skatepark will be determined by City Council with a minimum site footprint of 13,000 square feet to accommodate the current park equipment. City staff will determine the best configuration of the equipment to ensure optimal use and maximize play; and

**WHEREAS**, American Ramp Company is original skatepark contractor and the most qualified vendor to disassemble and move the Skatepark equipment and construct and install the concrete pad; and

**WHEREAS**, American Ramp Company has provided a quote to create a better recreation experience that is more interesting and appealing to users and includes new skating features like a concrete mini-bowl (1 ft. depth), a larger concrete big bowl (2 levels from 4 ft. to 6 ft.), "ollie" obstacles, stages and rails, ledges, banks, stairs, boxes, long quarters, step-ups, straight rail, pyramid corner, curb, and gap; and

**WHEREAS**, the estimated cost for American Ramp Company to complete this work (known as "Option 2") is \$630,000; and

**WHEREAS**, and the new Project Budget of \$708,000 is established; and.

**WHEREAS**, there are sufficient funds available in Budget Line Item 240-85-960-48310 to appropriate \$380,000 to the Project; and

**WHEREAS**, the relocation of the Skatepark to an existing community park is considered a minor alteration to an existing facility. The project site 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 15301, Class 1, which exempts the operation, leasing, or minor alteration of existing facilities.

**NOW THEREFORE BE IT FURTHER RESOLVED** that the American Canyon City Council does hereby:

1. Amend the Capital Improvement Program Budget for Fiscal Year 2022/23 to increase the Project Budget for Skatepark Relocation Project (PR22-0100) from \$380,000 to \$708,000 with the source funding being Budget Line Item 240-85-960-48310.
2. Authorize the City Manager to award a construction contract to the American Ramp Company in an amount not to exceed \$630,000.
3. Authorize the City Manager to approve and execute Contract Change Orders in an aggregate amount not to exceed the Project Budget in conjunction with the relocation of the Skatepark project.

**PASSED, APPROVED and ADOPTED** at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 7<sup>th</sup> day of February 2023, 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

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON AMENDING THE FY 2022/23 CAPITAL BUDGET TO CREATE A NEW CAPITAL PROJECT "FORMER NAPA JUNCTION SCHOOL UPGRADES PROJECT (CF23-0300)"; ESTABLISHING A PROJECT BUDGET IN THE AMOUNT OF \$700,000 WITH THE SOURCE OF FUNDING AS THE GENERAL FUND CAPITAL RESERVE; AND AUTHORIZING THE CITY MANAGER TO AWARD CONTRACTS AND CONTRACT CHANGE ORDER IN AN AMOUNT NOT TO EXCEED THE PROJECT BUDGET**

**WHEREAS**, the City acquired the former Napa Junction School (NJS) property and gave up its partial interest in the Middle School Gymnasium/Community Center through the property exchange with the Napa Valley Unified School District (NVUSD) in September 2022.

**WHEREAS**, the former NJS property will serve multiple interests and needs including expanding parks and recreation programs and services, and City maintenance needs; and

**WHEREAS**, staff has identified the need to fix broken windows and doors, paint and clean the facility, and secure the former NJS property from future vandalism before we can use it for community, staff, and program needs; and

**WHEREAS**, the City has long sought to move its current "corporation yard" away from the residential uses and wetlands habitat at its current location and is currently negotiating with the American Canyon Community and Parks Foundation for the adaptive re-use of the facility on Wetlands Edge Road (once City maintenance operations relocate); and

**WHEREAS**, while a final, permanent location has still not been determined, the former NJS property presents a new opportunity to relocate maintenance operations to facilitate the Eco Center; and

**WHEREAS**, the former NJS property is envisioned to be bifurcated with new fencing - the parking lot in the western area would be used for maintenance operations while the classrooms in the eastern area would be available for recreation programming, summer camps, facility rental, and community partner organization storage; and

**WHEREAS**, the creation of a new capital project entitled "Former Napa Junction School Upgrades Project (CF23-0300) will undertake the renovations; and

**WHEREAS**, the Project scope of work will include replacing broken windows, painting, new alarms & security, fencing, table and chairs, kitchen appliances, lighting new shop facilities and covered parking, upgrade electrical and telecommunications services, door locks and keys and the total cost is approximately \$700,000; and

**WHEREAS**, there is sufficient funding in the General Fund Capital Reserve to cover the cost of the Project; and.

**WHEREAS**, the City will solicit competitive bids from qualified vendors to undertake the Project scope of work; and

**WHEREAS**, staff will review the bid proposals to determine the lowest responsible and responsive bidders, and provide a recommendation to the City Manager as to the award of the various contracts; and

**WHEREAS**, upgrades to an existing school facility are considered a minor alteration to an existing facility. The project site 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 the adoption of this resolution is exempt from the requirements of CEQA pursuant to Section 15301, Class 1, which exempts the operation, leasing, or minor alteration of existing facilities.

**NOW THEREFORE BE IT FURTHER RESOLVED** that the American Canyon City Council does hereby:

- 1) Amend FY 2022/23 Capital Budget to create a new capital project "Former Napa Junction School Upgrades Project (CF23-0300)"
- 2) Establish a Project Budget in the amount of \$700,000 with the source of funding as the General Fund Capital Reserve.
- 3) Authorize the City Manager to award contracts and contract change orders in an amount not to exceed the Project Budget.

**PASSED, APPROVED and ADOPTED** at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 7<sup>th</sup> day of February 2023, 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



## Office of the City Clerk

### MINUTE ORDER NO. 2023-

**A MINUTE ORDER OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON CALLING FOR A “FISCAL YEAR 2023/24 BUDGET WORKSHOP” TO DISCUSS PRIORITIES FOR FUNDING OF OTHER CAPITAL IMPROVEMENTS AT VARIOUS PARKS, INCLUDING A SHADE STRUCTURE AT NORTHAMPTON PARK, PERMANENT BATHROOMS AT NORTHAMPTON AND SILVER OAK PARKS, AND A NEW PLAYGROUND SURFACE AT VIA BELLAGIO PARK.**

At their meeting on February 7, 2023, the City Council of the City of American Canyon approved this item by the following motion and vote:

Motion by Council Member **NAME**, seconded by Council Member **NAME**, and carried unanimously, to approve a “Fiscal Year 2023/24 Budget Workshop” to discuss priorities for funding of other capital improvements at various parks, including a shade structure at Northampton Park, permanent bathrooms at Northampton and Silver Oak Parks, and a new playground surface at Via Bellagio Park.

---

Liz Lozano, Administrative Technician



Pivot Custom  
601 McKinley Ave.  
Joplin, MO 64801  
800-949-2024

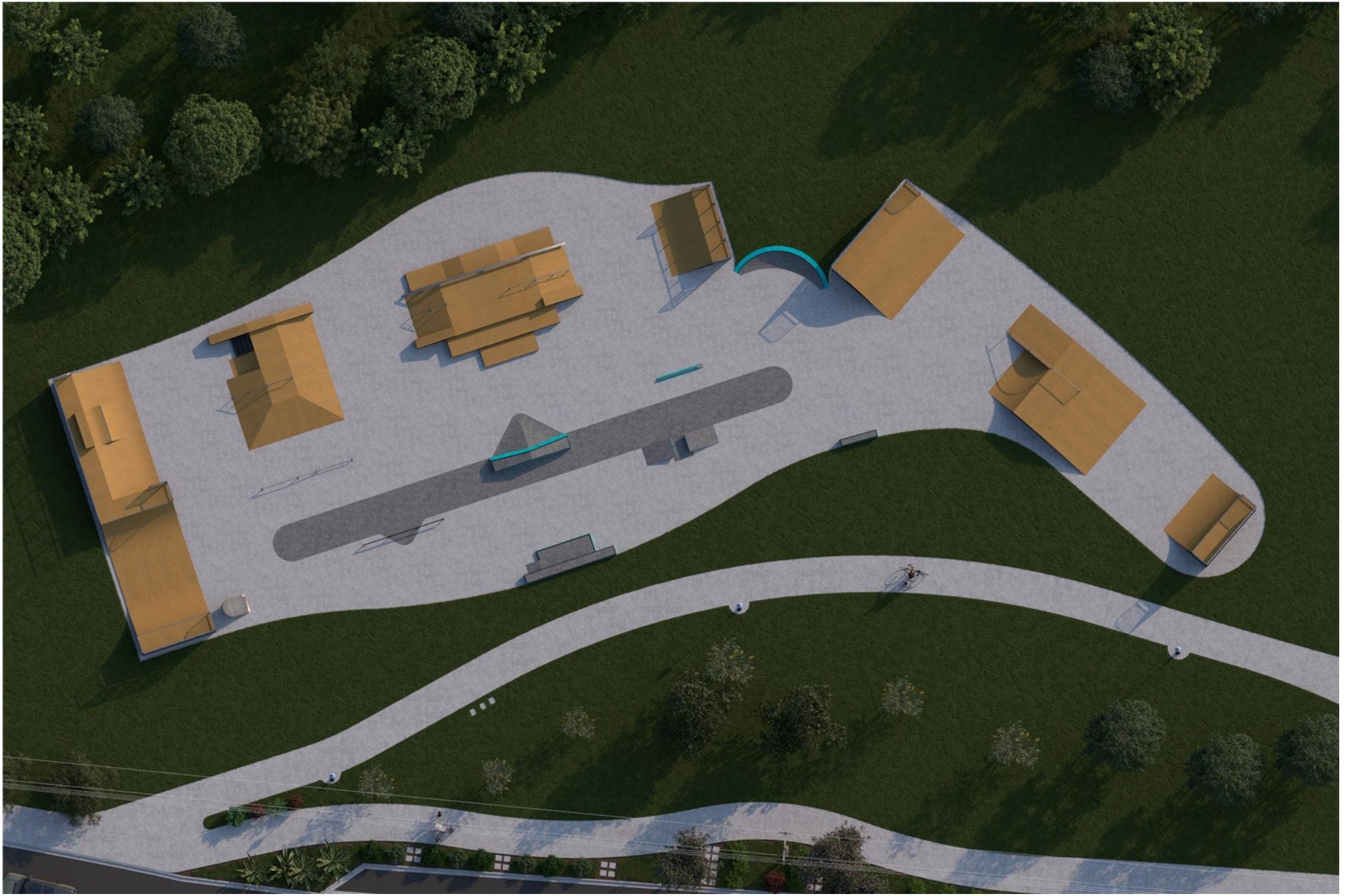
Design #7918  
Veteran's Memorial Park Skatepark

Site Plan View

American Canyon, CA  
November 20, 2022

PG. 1

124



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601 McKinley Ave.  
Joplin, MO 64801  
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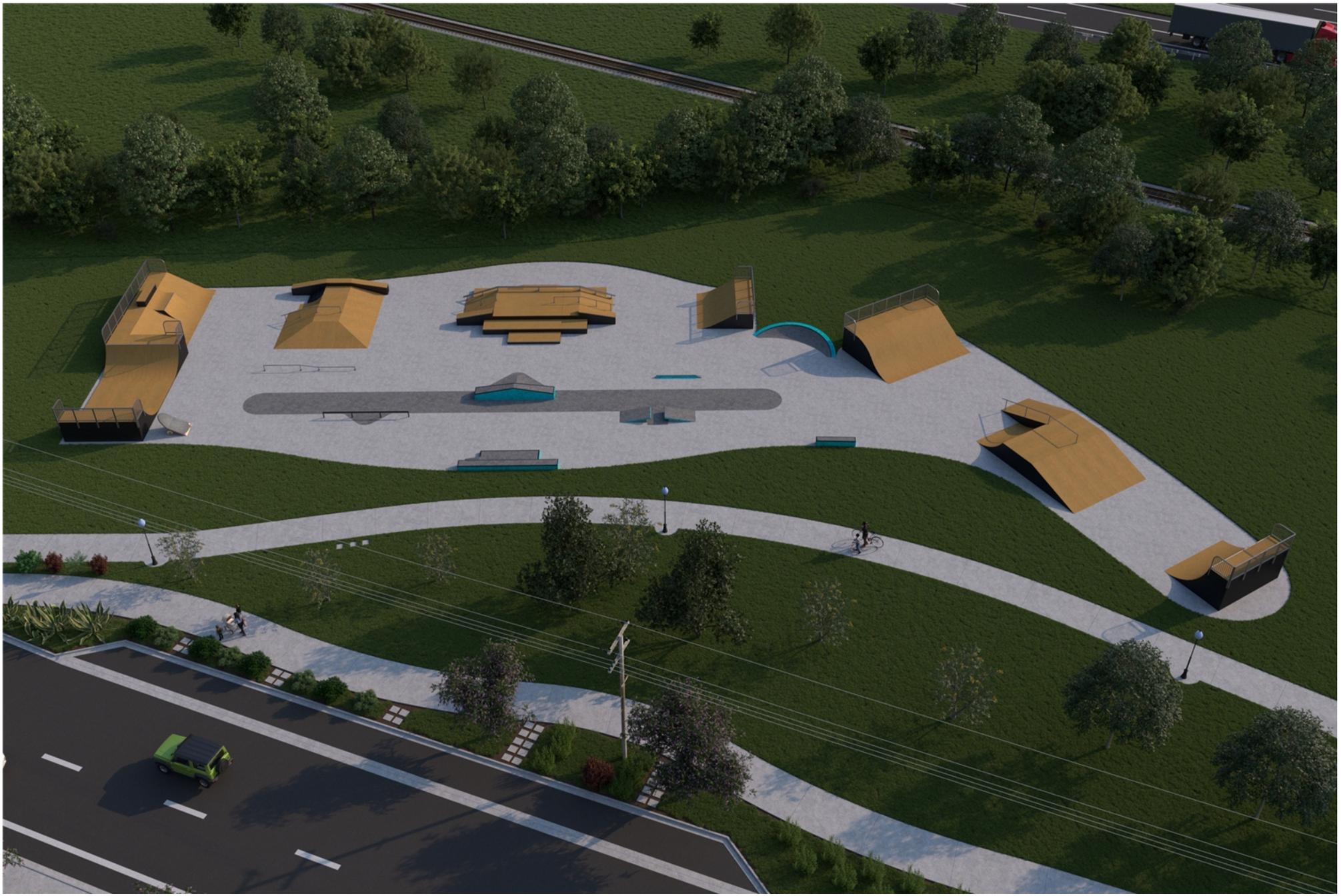
Design #7918  
Veteran's Memorial Park Skatepark

3D Rendering

American Canyon, CA  
November 20, 2022

PG. 2

125



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3D Rendering

American Canyon, CA  
November 20, 2022

PG. 3

126



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Joplin, MO 64801  
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Design #7918  
Veteran's Memorial Park Skatepark

3D Rendering

American Canyon, CA  
November 20, 2022

PG. 4

127



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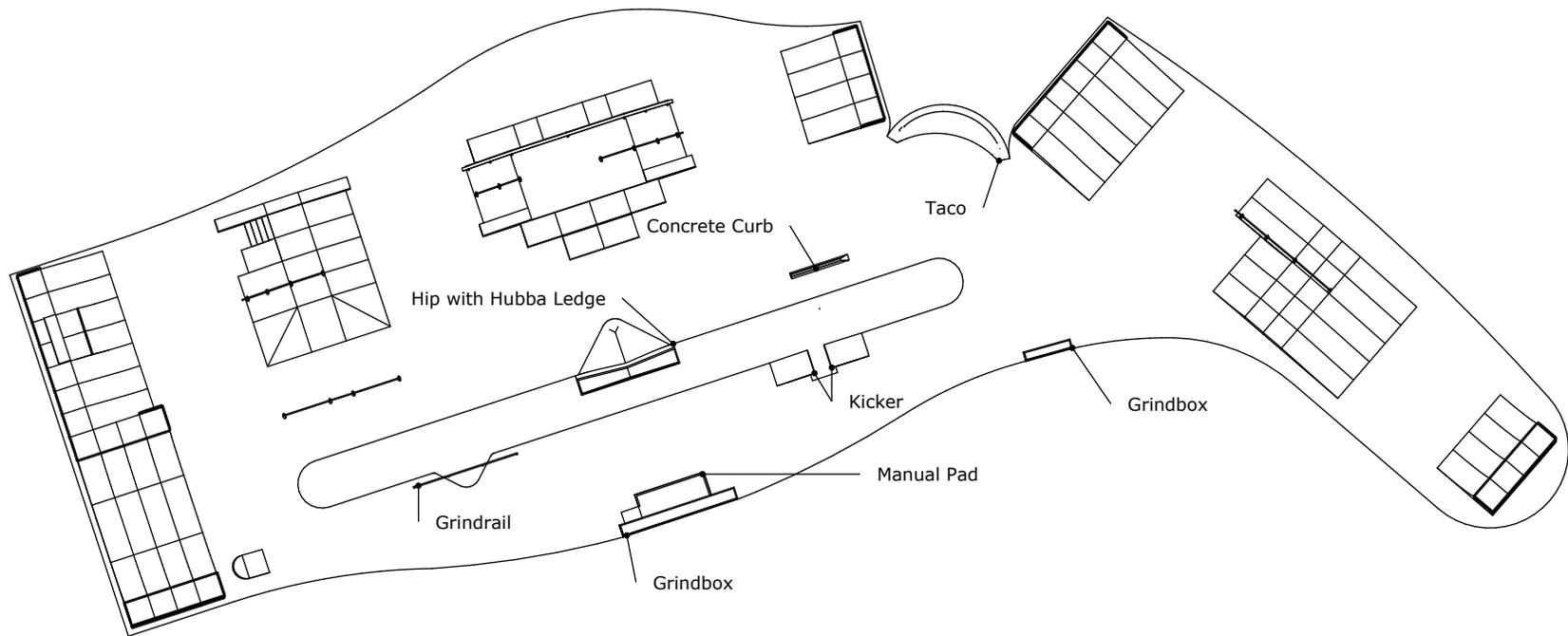
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Veteran's Memorial Park Skatepark

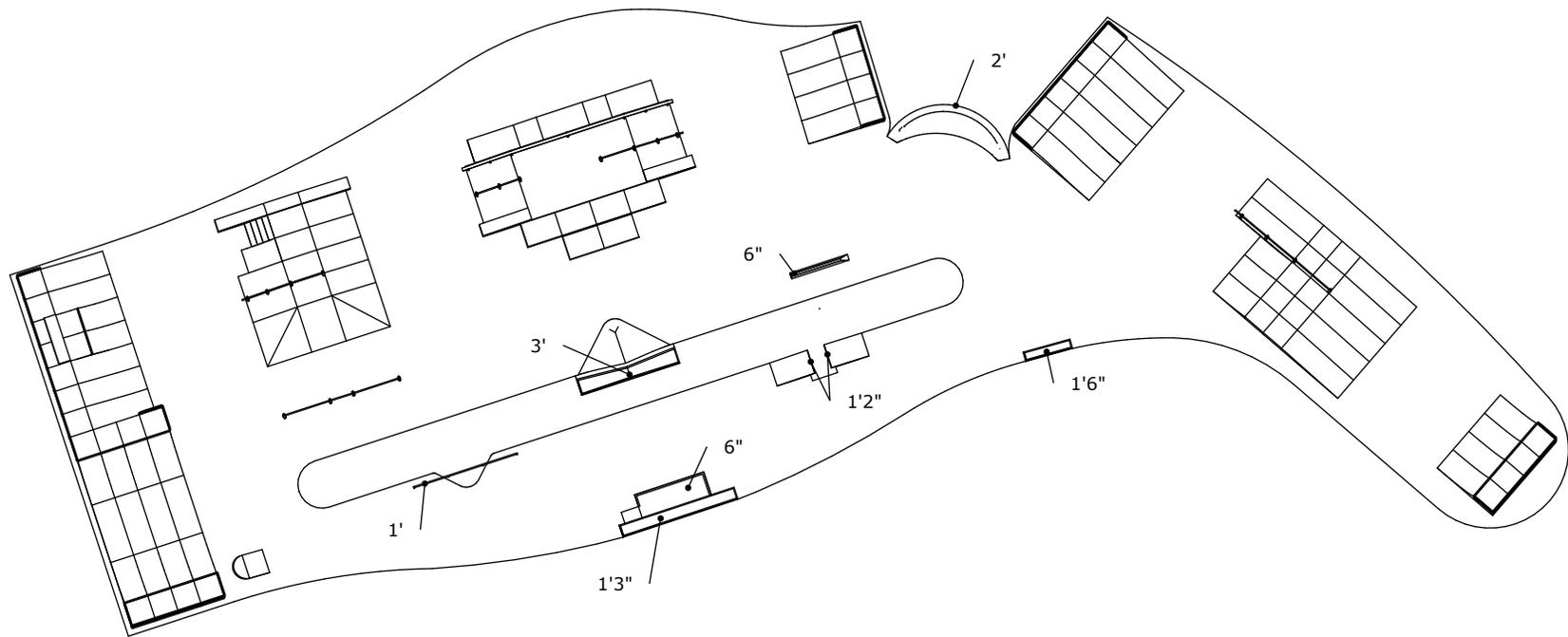
3D Rendering

American Canyon, CA  
November 20, 2022

PG. 5

128





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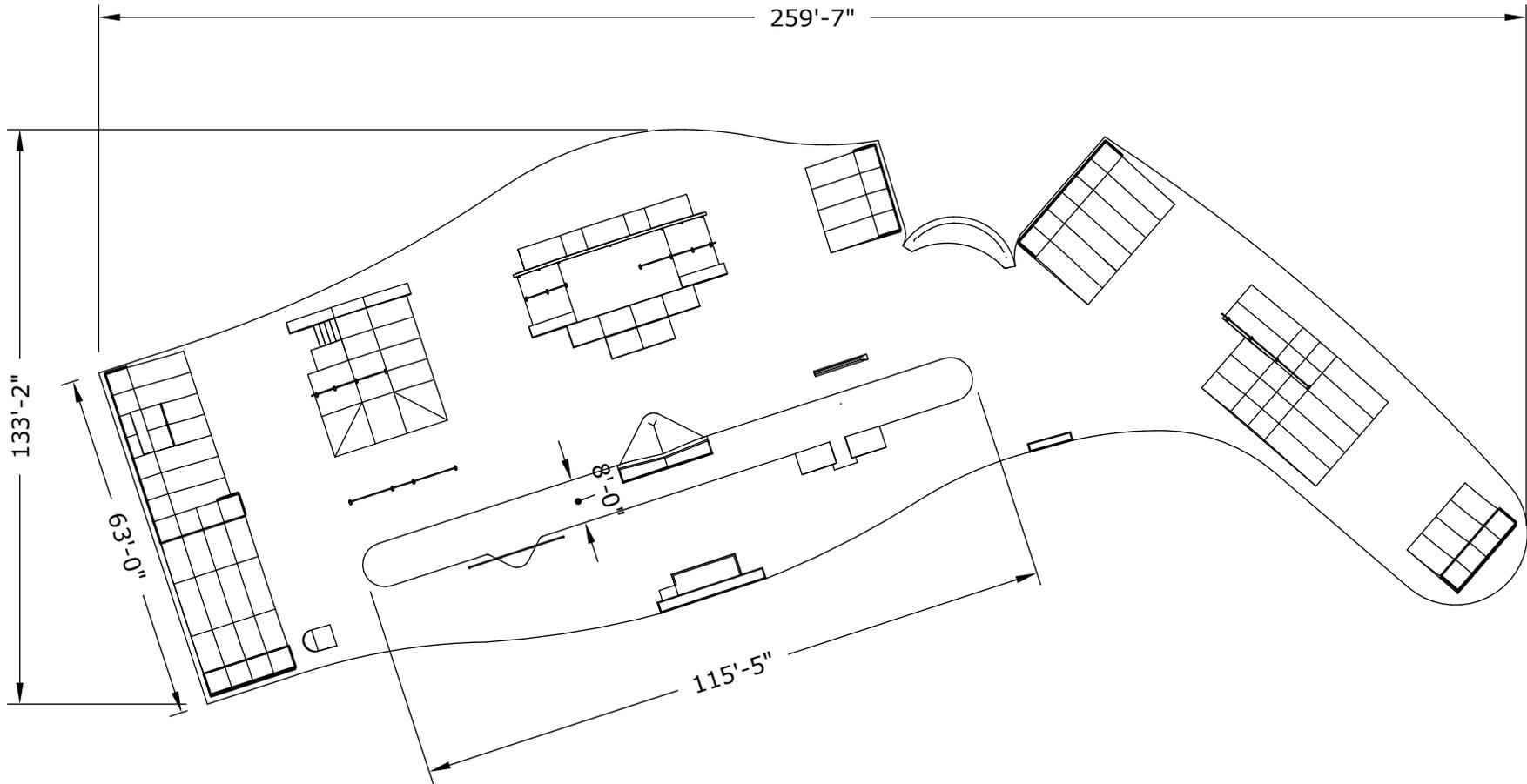
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 Veteran's Memorial Park Skatepark

Elevations

American Canyon, CA  
 November 20, 2022

PG. 7

130



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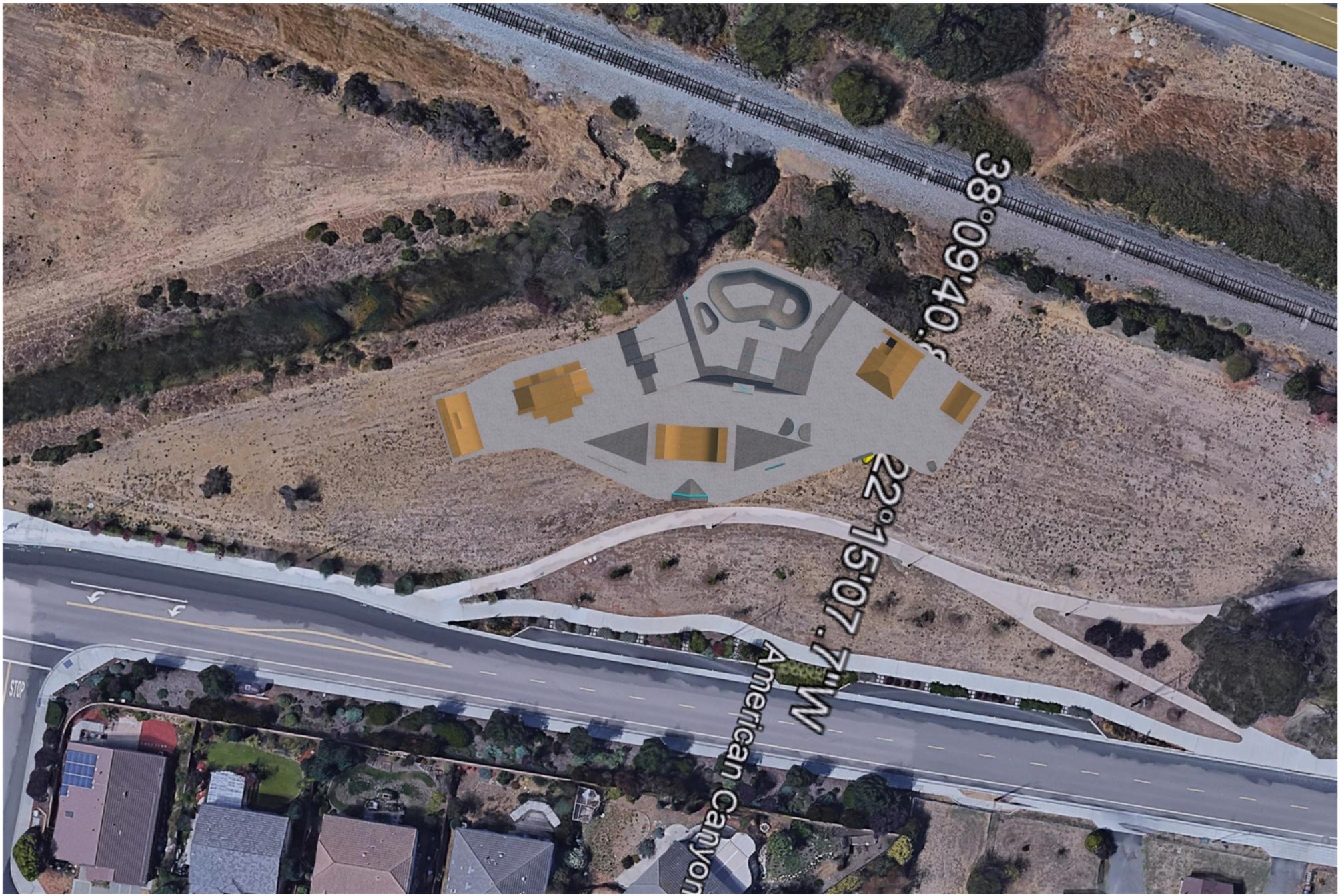
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 Veteran's Memorial Park Skatepark

Dimensions

American Canyon, CA  
 November 20, 2022

PG. 8

131



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Veteran's Memorial Park Skatepark

Site Plan View

American Canyon, CA  
November 20, 2022

PG. 1

132



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Veteran's Memorial Park Skatepark

3D Rendering

American Canyon, CA  
November 20, 2022

PG. 2

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Veteran's Memorial Park Skatepark

3D Rendering

American Canyon, CA  
November 20, 2022

PG. 3

134



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Veteran's Memorial Park Skatepark

3D Rendering

American Canyon, CA  
November 20, 2022

PG. 4

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3D Rendering

American Canyon, CA  
November 20, 2022

PG. 5

136



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Veteran's Memorial Park Skatepark

3D Rendering

American Canyon, CA  
November 20, 2022

PG. 6

137



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Design #7910  
Veteran's Memorial Park Skatepark

3D Rendering

American Canyon, CA  
November 20, 2022

PG. 7

138



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800-949-2024

Design #7910  
Veteran's Memorial Park Skatepark

3D Rendering

American Canyon, CA  
November 20, 2022

PG. 8

139



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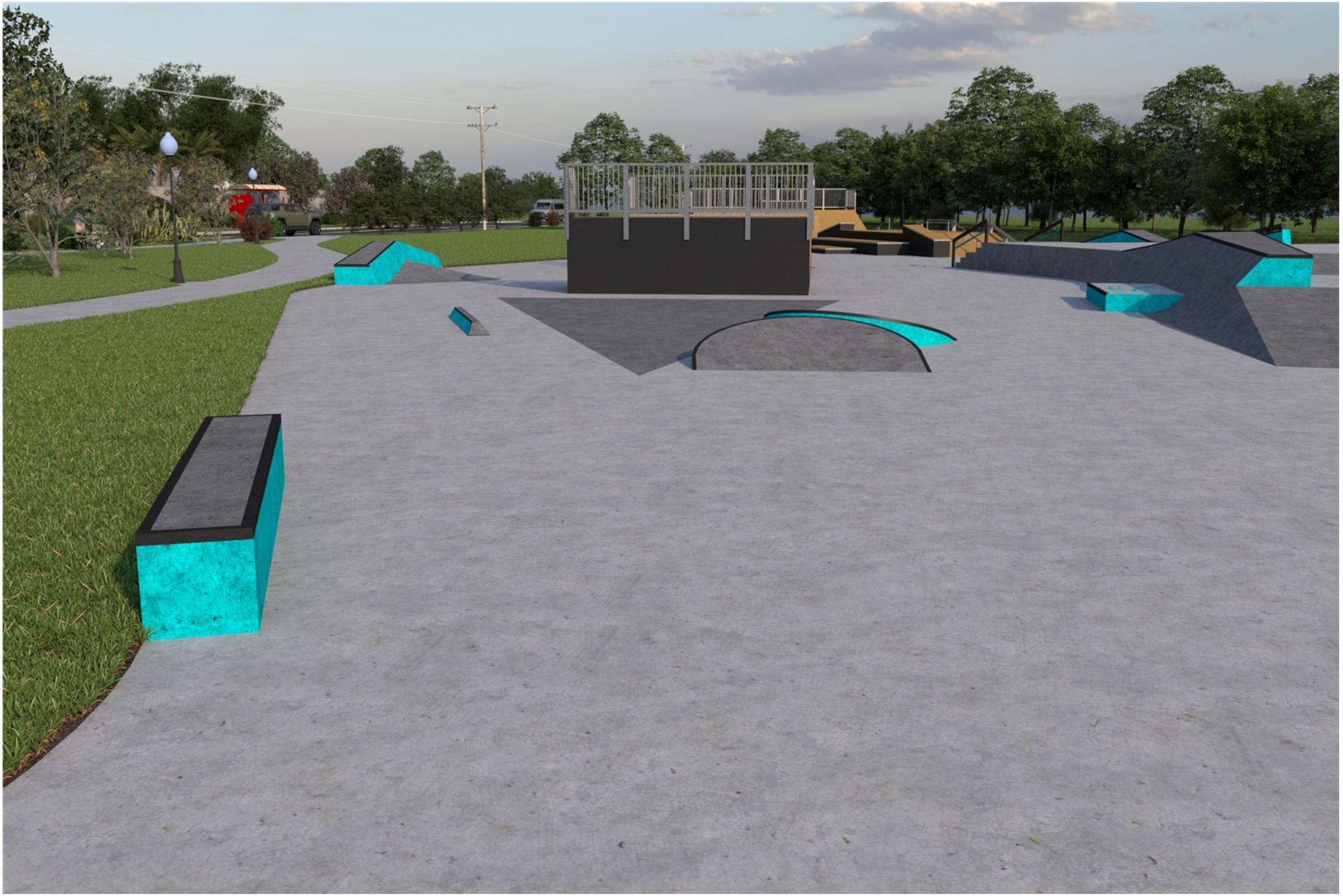
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Veteran's Memorial Park Skatepark

3D Rendering

American Canyon, CA  
November 20, 2022

PG. 9

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Joplin, MO 64801  
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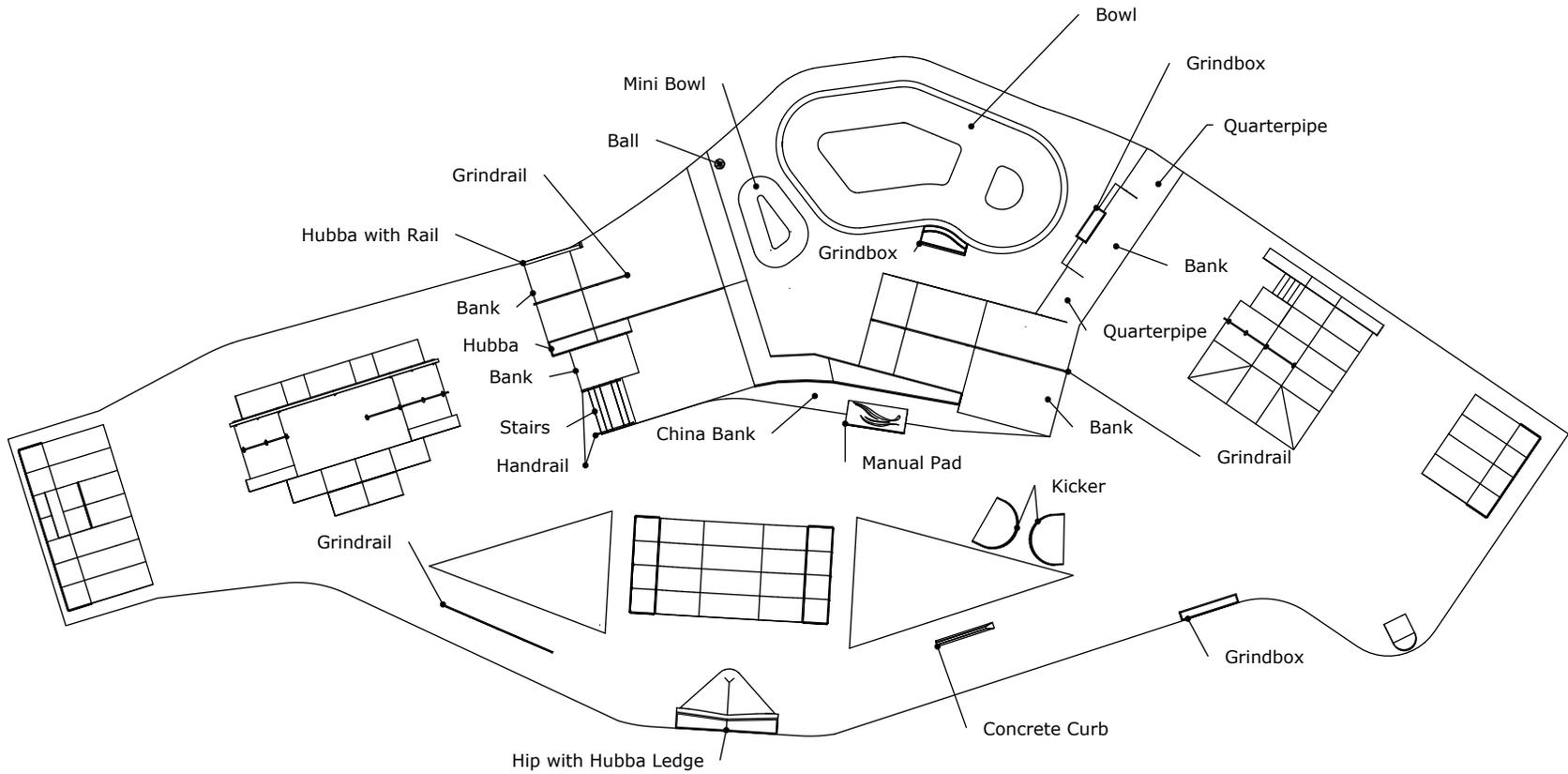
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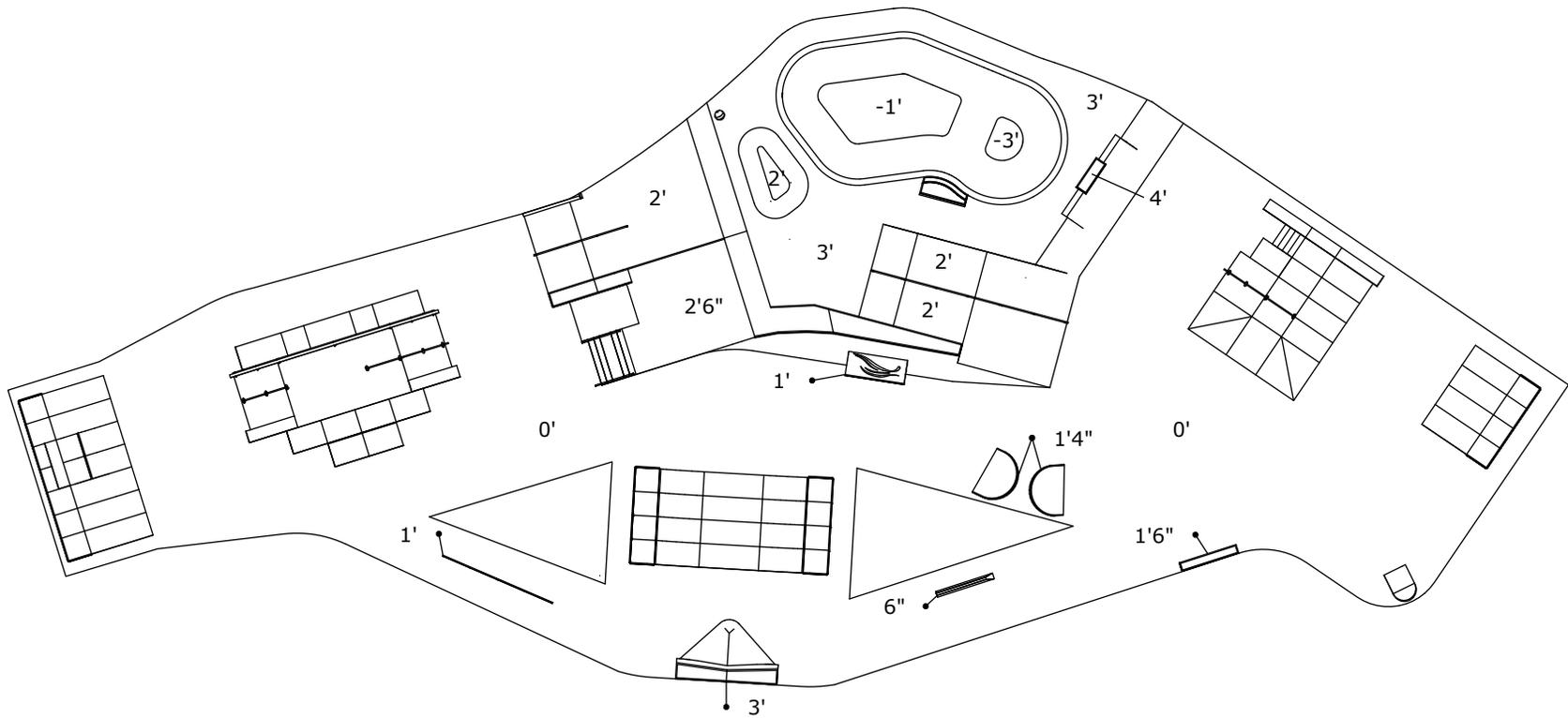
3D Rendering

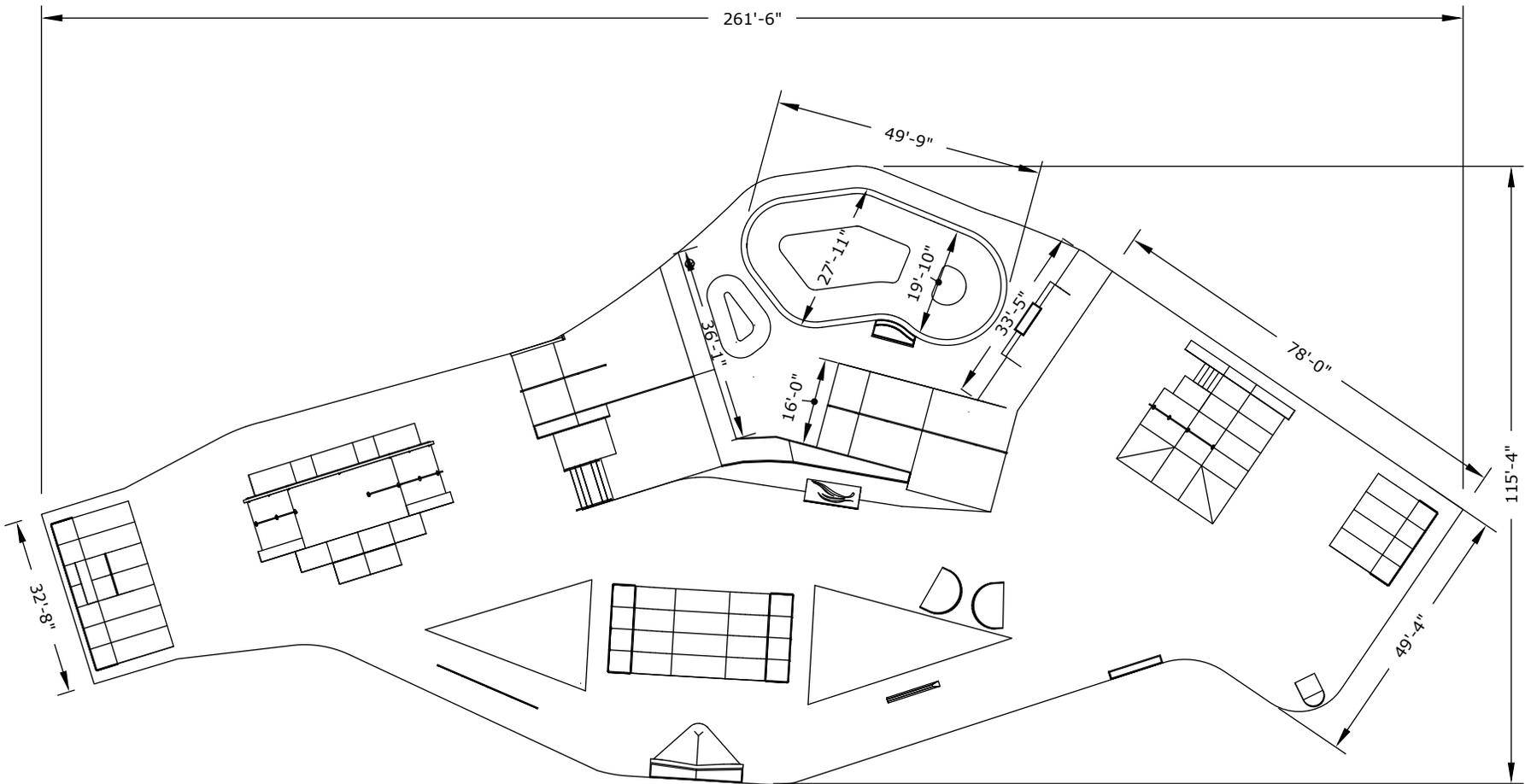
American Canyon, CA  
November 20, 2022

PG. 10

141







Pivot Custom  
 601 McKinley Ave.  
 Joplin, MO 64801  
 800-949-2024

Design #7910  
 Veteran's Memorial Park Skatepark

Dimensions

American Canyon, CA  
 November 20, 2022

PG. 13

144



DATE: January 31, 2023

TO: Jason Holley, City Manager

FROM: Felix Hernandez, III Maintenance and Utilities Director

COPY: Alexandra Ikeda, Parks and Recreation Director  
 Brian Materne, Public Works Superintendent

RE: Former Napa Junction School Upgrades Project (CF23-0100)

Below is a summary of estimated costs for this Project:

Item	Estimated Cost
Replace Broken Glass	\$ 25,000
New Paint	\$ 32,000
Alarm & Security	\$ 15,000
Fencing	\$ 80,000
Covered Parking Solar Array	\$ 240,000
Tables and Chairs	\$ 25,000
Maintenance Workshop	\$ 200,000
Kitchen Appliances	\$ 15,000
Cleanup / Retrofit / Electrical	\$ 50,000
EV Charging Station	\$ 10,000
Locks & Keys	\$ 8,000
<b>Subtotal</b>	<b>\$ 700,000</b>

Some of these items as based on formal quotes received to date, while others are informal based on pricing for comparable items on previous projects. Of note, there are potential outside funding sources for the solar array and EV charging station that warrant further investigation.



DATE: January 31, 2023

TO: Jason Holley, City Manager

FROM: Alexandra Ikeda, Parks and Recreation Director

COPY: Felix Hernandez, III Maintenance and Utilities Director  
Brian Materne, Public Works Superintendent

RE: Additional Enhancements at Northampton, Silver Oak and Via Bellagio Parks in conjunction with the Playground Replacement Project (PR21-0100)

---

As a follow up to the November 15, 2022 Council meeting, below is a summary of estimated costs for additional enhancements:

Item	Estimated Cost
Northampton Park - Shape Canopy Fabric	\$ 40,000
Northampton Park - Shape Canopy Metal	\$ 120,000
Northampton Park - Restroom	\$ 165,000
Silver Oak Park - Restroom	\$ 165,000
Via Bellagio Playground Surface	\$ 150,000

These estimates are based on quotes received to date. Of note, there are potential non-General Fund funding sources because Silver Oak Park and Via Bellagio Park are Landscaping and Lighting Assessment District (LLAD) assets. The decision whether to proceed with these enhancements does not affect the playground equipment replacement – which is due to begin in June once the materials arrive.



---

## **TITLE**

Maintenance and Utilities Department, Parks, Building Maintenance, Fleet Update

## **RECOMMENDATION**

Receive a Presentation on Maintenance and Utilities Department, Parks, Building Maintenance, and Fleet Update.

## **CONTACT**

Felix Hernandez, III, Maintenance and Utilities Director

Brian Materne, Maintenance and Utilities Superintendent

## **BACKGROUND & ANALYSIS**

The Maintenance and Utilities Department is responsible for the management of the City's facilities and fleet; and the treatment and distribution of drinking water; the collection, reclamation, and reuse of wastewater; compliance with all environmental regulations related to water, wastewater, stormwater, and solid waste. The city operates the Corporation Yard, Water Reclamation Facility, and Water Treatment Plant. Fleet, Building, and Parks are housed at the Corporation Yard.

Fleet, Building, and Parks encompasses the management of fleet-wide registration and vehicle and equipment inspections, and fleet procurement through the Enterprise Fleet Leasing contract. It maintains and manages all City Facilities to provide a safe and comfortable environment, managing janitorial services, supplies, electrical, plumbing, HVAC, keycard access systems, gates, and roofing. The Parks Division maintains the maintenance of Newell Open Space, Wetlands Bay Trail, and Open Spaces in the Riparian and fields along creeks, maintains water chemistry at the Phillip West Aquatics Center, maintains all 22 city parks and playgrounds, oversees maintenance contracts with landscapers, and the Citywide irrigation system control upgrade to smart irrigation for maximizing water conservation efforts.

## **COUNCIL PRIORITY PROGRAMS AND PROJECTS**

Organizational Effectiveness: "Deliver exemplary government services."

## **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. [Presentation - Fleet Buildings and Parks Maintenance](#)



**Maintenance and Utilities Department  
Fleet, Building, and Parks Maintenance Divisions**

City Council Update

January 17, 2023

# Fleet Maintenance

*Maintains safe vehicles and equipment.*

Staffed by 1 Full-Time Mechanic

- ✓ Manages fleet-wide registration and vehicle inspections
  - Public Works Fleet – 53+ Vehicles & Equipment
  - Parks Maintenance Tractors & Mowers
  - Police Fleet – 18+ vehicles
- ✓ Performs 90-day California Highway Patrol Safety Inspections
- ✓ Manages Fleet Procurement through Enterprise Fleet Leasing Contract

Photo of George Gill, Fleet Mechanic





# Fleet Highlights

In 2022, the City Received:

- 7 Police Interceptors
- 3 Ford Escape Hybrid Pool Vehicles
- 1 All Electric Transit Van
- 1 Eco Boost F-150 Pick Up Truck
- 1 Ford Explorer



In the Queue:

- 1 Police Interceptor
- 1 Ford Maverick Pick Up Truck
- 9 F-150 Pick Up Trucks
- 5 F-550 Utility Body Trucks



# Building Maintenance

*Maintains facilities to provide a safe and comfortable environment.*

Staffed by 1 Full-Time Maintenance Worker

- Position vacant since June 2022

For 13 City-owned Facilities:

- ✓ Manages electrical, plumbing, HVAC, keycard access systems, gates, and roofing
- ✓ Procurement and inventory of all janitorial supplies
- ✓ All miscellaneous maintenance





# Building Highlights

- Onboarding New Staff Member
- Upgrading Keycard System at City Hall
- Preparing 300 Napa Junction Road Facility for Corporation Yard and Parks & Recreation Occupancy; including:
  - Installing Fencing and Gates
  - Replacing Windows
  - Painting
  - Security System Installations
  - Collaboration of IT/Communications
  - Outfitting New Workshops



# Parks Maintenance

*Maintains outdoor facilities in a safe and clean manner.*

Staffed by a Parks Supervisor, 1 Senior Maintenance Worker, and 4 Maintenance Workers

- ✓ Maintenance of Newell Open Space, Wetlands Bay Trail, and Open Spaces in the Riparian and Fields along Creeks
- ✓ Maintenance of Water Chemistry at Phillip West Aquatic Center
- ✓ 22 Parks: Trash & Debris Removal on Weekly Basis, Weed Abatement, Graffiti Removal, and the Care of Playgrounds, Shrubs and Turf





# Parks Highlights

## Recent Accomplishments:

- ✓ Fall/Winter Season Tree Care
- ✓ Open Space Weed Abatement
- ✓ Holiday Tree Decoration
- ✓ Repair of Several Irrigation Leaks
- ✓ Deployed Remote-control Mower

## Coming Up:

- Citywide Shrub Pruning
- Baseball Field Season Opening Prep
- Bocce Ball Court Season Opening Prep
- Seasonal Irrigation System Updates
- Citywide Irrigation System Control Upgrade to Smart Irrigation for Maximize Water Conservation Efforts





Questions?



## **TITLE**

Parks and Recreation Department Quarterly Update

## **RECOMMENDATION**

Receive a Presentation on the Parks and Recreation Department Quarterly Update.

## **CONTACT**

Alexandra Ikeda, Parks and Recreation Director

## **BACKGROUND & ANALYSIS**

The City of American Canyon's Parks and Recreation Department is committed to enhancing our community's quality of life, and we play a significant role in shaping the City's character and sense of place. We strive to meet the needs of our diverse and multigenerational community by offering a wide variety of recreational programs, services, parks, trails, and open spaces. We promote physical, emotional, and mental health by encouraging physical fitness and outdoor play; we foster social cohesiveness by celebrating diversity and promoting social equity; we create memorable experiences through our community events and community partnerships; we sustain and steward natural resources by protecting habitats and sensitive species within our open spaces; and we support economic vitality by partnering and supporting our local partners and nonprofit organizations.

The Parks and Recreation Department is staffed by (1) Full-Time Interim Recreation Manager, (4) Full-Time Recreation Coordinators, (1) Full-Time Administrative Technician, (1) Full-Time Administrative Clerk I, and various part-time (non benefited) staff - who are directly tied to our programs and services, with management and oversight by the Parks and Recreation Director.

Throughout the pandemic, the Parks and Recreation Department has proven to be an essential function of the City. Since the lifting of the Health Order in February 2022, our department has been hard at work bringing back popular programs and services, expanding programs and rental offerings, and we continue to support and assist our community nonprofits and partners in their efforts.

Below is an overview of our program registration activity, community volunteer efforts, and support provided to our community nonprofit organizations, partners, and local youth sports organizations from March 2022 through December 2022.

### **Program Registration**

In January 2022, the department changed registration platforms from ActiveNet to CivicRec. To date, we have 5,473 CivicRec users and we have processed 6,341 registrations (online, over the phone, and in person) for our programs and services, we had 289 group picnic rentals (for American Canyon residents only) at our parks and 5 indoor facility rentals (started in December 2022), and there were 844 cancellations/refunds.

<b>Program / Service</b>	<b>Total Registration (March-December 2022)</b>
Senior Services	392
Sports Programs	2,318
Dance Programs	981
Enrichment Programs	88
Special Programs	418
Swim Lessons	1,200
Lap Swim	378
Water Exercise	566
Group Picnic Rentals	289 <ul style="list-style-type: none"><li>• Shenandoah A: 72 Rentals</li><li>• Shenandoah B: 54 Rentals</li><li>• Silver Oak Park: 50 Rentals</li><li>• Community Park I: 49 Rentals</li><li>• Community Park II: 21</li><li>• Gadwall Park: 30</li><li>• Via Bellagio Park: 1</li><li>• Main Street Park: 11</li><li>• Linwood Park: 1</li></ul>
Indoor Facility Rentals	5

### **Community Volunteer Opportunities**

We recognize the importance of our volunteers and how they help make our community a better place to live, work, and play. Since March, we have made great efforts to bring back a robust Volunteer Program, focusing on community efforts within our parks, events, and programs. To date, we have worked alongside 137 volunteers, equating to 660 volunteer hours.

### **Community Nonprofit Organizations and Partners**

Our Community Nonprofit organizations and partners foster civic engagement and leadership and provide educational, recreational, cultural, and social services that are needed and valued by our community. Our department works with over 21 American Canyon community nonprofit organizations and partners where we provide various City resources - such as staff support, supplies, and facilities at no cost, that support the success of their programs, services, and events.

Program / Services	City Resource Provided
Facility / Park Rental	246 Hours
City Staff Support	140 Hours
Programs	<ul style="list-style-type: none"> <li>• 10,000 Easter Eggs Donated (equivalent to \$1500).</li> <li>• 230 kids from Boys &amp; Girls Club - Summer Rec Swim Reduced Rate.</li> </ul>

### **Community Sports Organizations**

Sports organizations play a significant role within our department and community. Although we provide a wide variety of high-quality sports programs, we work closely with several community sports organizations that provide an advanced competitive sports experience. The City values these partnerships as they promote high-quality sports leagues within our community, teach sportsmanship and teamwork, and they help form meaningful relationships and community bonds. Our support and involvement with these organizations are minimal, however, the City resources that are allocated to support them provide great value to their organization and the participants that participate in their programs. To date, we have provided over 3,771 rental hours at no cost to these organizations.

Organization	Free Facility Rental Hours
American Canyon Youth Football League	280 Hours
American Canyon Youth Soccer Organization	434 Hours
American Canyon Little League	2,945 Hours
American Canyon Bocce Ball League	112 Hours

### **Projects**

- **Playground Replacement Project (PR21-0100):** The Playground equipment for Northampton Park, Via Bellagio Park, and Linwood Park has been ordered with Miracle PlaySystems, Inc. the project is expected to start around May 2023; one park will be completed at a time.
- **Skatepark Relocation Project (PR22-0100):** The City has scheduled an equipment inspection with American Ramp Company that is expected to take place mid-January 2023 - this inspection will determine the condition of the equipment and identify any unforeseen equipment maintenance costs that were not accounted for when this project was approved by Council on September 6, 2022. City staff is expected to bring this project back to Council in February 2023 for consideration regarding additional project options and discuss if needed, any unforeseen additional equipment maintenance costs.
- **Wetlands Edge Enhancement Project (PR19-0100):** The City received the California State Parks Outdoor Environmental Education Facilities Grant in the amount of \$246K which will be

used to construct an outdoor education area (open-air seating for up to 40 people), install 20 interpretive signs and elements, and construct a gender-neutral restroom at Wetlands Edge Preserve. This project was identified and adopted as part of the Five-Year Capital Improvement Project Budget for FY 23/27.

### **Next Steps**

As we move into 2023, we are actively planning our upcoming summer including coordinating our seasonal community events and volunteer opportunities and restarting our indoor facility rental program. We will continue to work with and support our community nonprofit organizations, partners, and local youth sports organizations with their City resource needs. We will continue to collaborate and partner with City departments with the goal to complete the planned FY 22/23 Capital Improvement Program projects for the Parks and Recreation Department.

*Summer Recruitment:* We are working with the Human Resources Department where we have started our 2023 summer recruitment efforts. We are looking to hire 15 Lifeguards/Swim Instructors (total needed: 32), 13 Recreation Leaders (total needed: 43), and 2 Program Coordinators for Facility Rentals (total needed: 5), totaling 43 new part-time (non-benefited) staff by April 29, 2023. Once our staff is hired, we will train our team to prepare them for the first day of summer - June 20, 2023.

*Summer Registration (for programs from May-August 2023):*

- Rec Expo Week (American Canyon Residents Only): 3/20-3/24
- Non-Resident Summer Registration Opening Date: 3/29

*Upcoming Volunteer Opportunities:*

- 2/25: Wetlands Edge Preserve Cleanup and Planting from 9am-12pm
- 3/18: Community Garden Cleanup Day from 9am-12pm
- 4/08: Newell Trail Cleanup from 9am-12pm (in partnership with RCD)

*Community Events:*

- 3/12: Festival of Colors (Holi) at Community Park II from 2pm-4pm.
- 5/20: Bike Bash at Donaldson Parking Lot from 9am-12pm.
- 5/29: Memorial Day at Veterans Park (in partnership with VFW, Troop Support, and Lions Club).
- 6/03: National Trails Day at Newell Open Space Preserve - tabling event at 9am.
- TBD: Meet me in the Streets - Chamber of Commerce Community Events.
- TBD: AC Pride at Community Park II.
- 6/18: Juneteenth Celebration - American Canyon Arts Foundation and Brenda Knight Events.
- 7/04: 4th of July Celebration.
- 8/01: National Night Out - time TBD.
- 8/05: Water Carnival at the Phillip West Aquatics Center from 1:00pm-5:00pm.
- 8/12: Smores and Meteors at Wetland Edge Preserve from 8:30pm-11:30pm.

## **COUNCIL PRIORITY PROGRAMS AND PROJECTS**

Organizational Effectiveness: "Deliver exemplary government services."

## **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. Parks & Recreation Quarterly Update](#)



# Parks and Recreation Department Quarterly Update

January 17, 2023

# Summary

- Program Registration
- Community Volunteer Opportunities
- Community Nonprofit Organizations and Partners
- Community Sports Organizations
- FY 22/23 Projects
- Looking Forward

# Program Registration

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- March – December 2022
  - 5,473 CivicRec Users
  - Processed 6,341 registrations
  - Processed 289 group picnic rentals
  - Processed 5 indoor facility rentals
  - Processed 844 cancellations/refunds

Program/Service	Total Registration
Senior Services	392
Sports Programs	2,318
Dance Programs	981
Enrichment Programs	88
Special Programs	418
Swim Lessons	1,200
Lap Swim	378
Water Exercise	566

# Community Volunteer Opportunities

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- Provided 8 volunteer opportunities throughout the city
  - 137 volunteers
  - 660 hours



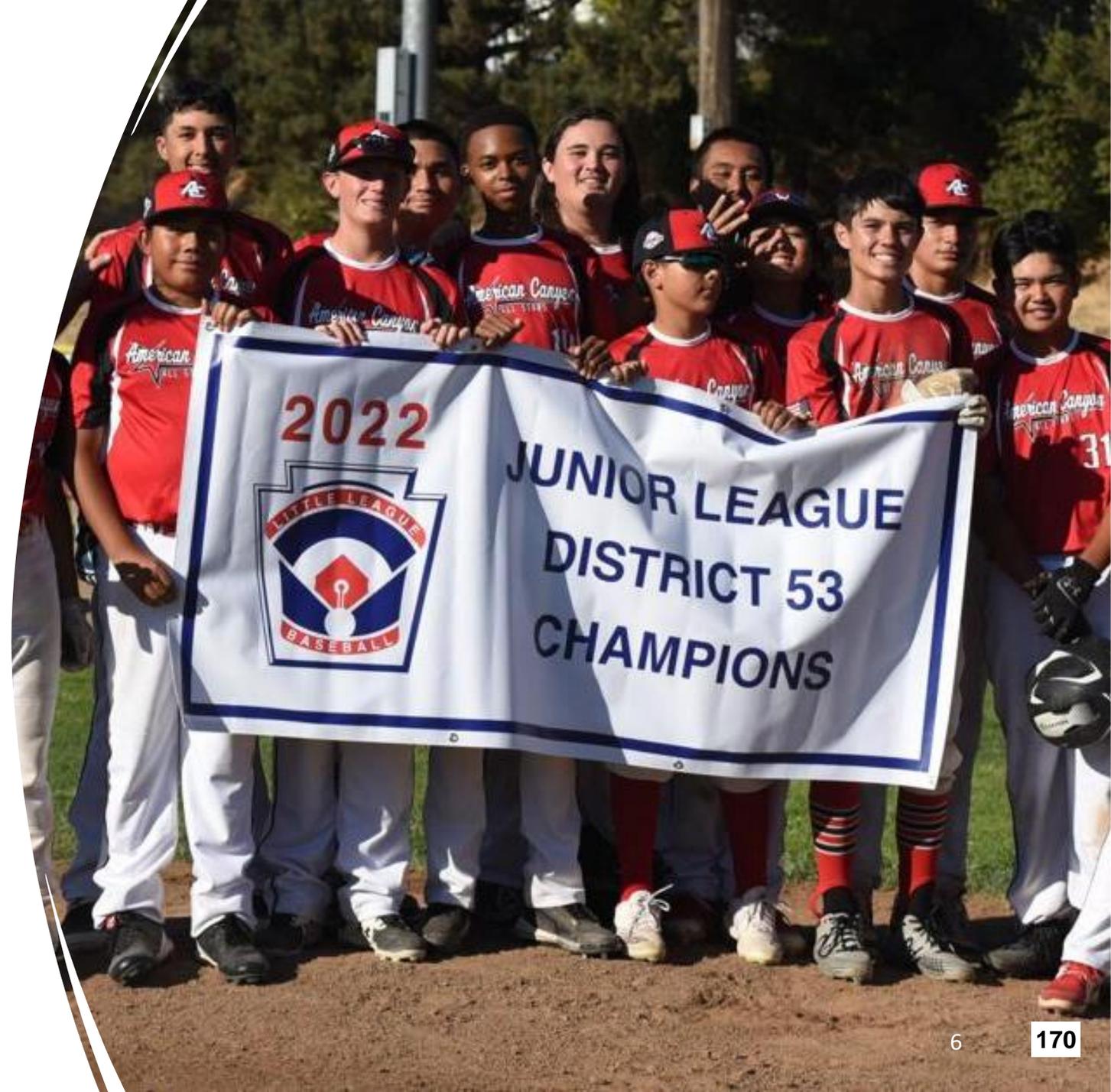
# Community Nonprofit Organizations & Partners

Program/Services	City Resources Provided
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Programs	<ul style="list-style-type: none"><li>• 10,000 Easter Eggs (NVUSD – American Canyon PTO)</li><li>• 230 Kids – Reduced Summer Rec Swim (Boys &amp; Girls Club)</li></ul>



# Community Sports Organizations

Organization	Rental Hours
AC Youth Football League	280 Hours
AC Youth Soccer Organization	434 Hours
AC Little League	2,945 Hours
AC Bocce Ball League	112 Hours





# Projects

- **Playground Replacement Project (PR21-100)**
- **Skatepark Relocation Project (PR22-100)**
- **Wetlands Edge Enhancement Project (PR19-100)**

# Looking Forward

## Summer Recruitment

- Potentially hiring 43 total temporary part-time staff
  - 15 Lifeguards/Swim Instructors
  - 13 Recreation Leaders
  - 2 Program Coordinators

## Summer Registration

- Rec Expo Week (American Canyon Residents): 3/20-3/24
- Non-Resident Registration starts on 3/29

## Volunteer Opportunities

- 2/25: Wetlands Edge Preserve Cleanup and Planting
- 3/18: Community Garden Cleanup Day
- 4/08: Newell Trail Cleanup
- 4/22: Earth Day

## Community Events

- 3/12: Festival of Colors (Holi) at Community Park II
- 5/20: Bike Bash at Donaldson Way Parking Lot
- 5/29: Memorial Day in partnership with VFW, Lions, & Troop Support
- TBD: AC Pride at Community Park II
- 6/18: Juneteenth
- 7/04: 4<sup>th</sup> of July Celebration at Community Park II
- 8/01: National Night Out
- 8/5: Water Carnival at Phillip West Aquatics Center
- 8/12: Smores and Meteors at Wetlands Edge Preseve



Questions?



# City Council Committee Report

Submitted by: \* Councilmember Mark Joseph

Council Meeting Date: 02/07/2023

Event Date: 2023-01-18      Event Type: Committee Report

Event Title: \* Napa Valley Transportation Authority (NVTA)

- Event Report:
- Attended the monthly Board meeting and reviewed quarterly project updates (attached), the Authority's financial reports (we're in good shape), and learned MTC Chair Pedroza has secured \$1.5-\$3.0 million in funds for the environmental review of our SR29 Corridor Project! We also moved forward with a Power Purchase Agreement to install solar power on the new Maintenance Facility;
  - Welcomed new NVTA Members (6 total, even though 2 from Calistoga didn't make the meeting); and
  - I was appointed to the Stakeholder Committee for the "Vision Zero" study that NVTA is conducting. This will focus on how to eliminate traffic-related fatalities in Napa Valley.

Related to NVTA, I attended a webinar on the **Regional Network Mgmt. framework** for the Bay Area--essentially, an effort to improve inter-agency coordination for transit services.

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Event Date:      Event Type: Committee Report

Event Title: \* Climate Actions - general

- Event Report:
- The monthly **Countywide Climate Action Committee** January meeting was cancelled, since we are adding 6 new members (out of 12 total!). County staff should be reaching out to the new members (in our case, Mayor Garcia), for orientation. The Mayor and I will also meet before the next CAC meeting for background purposes.
  - The **Ad hoc Climate Committee** met, primarily to review a draft PowerPoint on our interim Climate Action Plan, a student survey on Climate Action, and to prepare for a School Rally on February 8. I will be sending out invites to the Council beforehand.
  - I have been working with students, ACHS faculty and Climate Action NOW members on the Kickoff for the Climate Challenge app (including setting up a team for City Council and staff! Please join) and to plan the Feb. 8 School Rally. There may even be Healthy bites for the participants. We are working on inviting members of the public.

Related to Climate, I was invited to join the **Bay Adapt Local Elected's Regional Task Force**, relating to the implementation of a plan to address sea level rise in the bay area. The link to the plan is [here](#); the shorter version is attached. This task force is expected to conclude later this year.

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Event Date:      Event Type: Other

Event Title: \* One-on-One Meetings

- Event Report:
- **Lisa Chu, NVUSD Trustee:** we met to discuss how the School District could participate in Healthy People/Healthy Planet activities, and ways we can work together.

- **Mark Van Gorder, PGE:** met for lunch (I paid) and talked about a process to expedite undergrounding PGE Powerlines along SR 29, which may include fronting the engineering costs for PGE. We also talked about potential micro-grids for American Canyon, possibly involving hydrogen fuel as the backup (vs. diesel generators). Lastly, we talked about a possible tour of their new facility being built in the Napa Logistics Park. *Note: I emphasized I was **not** speaking for the Council; just me!*
- **Sherry Tennyson, et al:** Sherry set up a lunch meeting with representatives from NVC, Solano Black Chamber of Commerce and Housing Agencies. Vice-Mayor Washington also attended. It was a great way to meet advocates for housing, jobs, veterans and social justice. We plan on having more networking meetings.
- **Janelle Sellick, ACCPF:** met with Janelle to talk about the Eco-Center, how to work together on Earth Day efforts and life in general! Very excited about the direction of the Ecology Center.
- **Residences at Napa Junction:** Vice-Mayor Washington and I met with the project team (and City staff) on this proposed project. We were candid about the concerns, and possible mitigations. The drawings look attractive, they do have some positive elements (child care onsite and a community center, both of which could be available for the general public), and it will probably be a net benefit to us financially. One other element that needs to be acknowledged is that they are taking advantage of the *State's Housing Density Law, which is to say, the State has limited our ability to reject it out of hand.*

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**Event Date:** **Event Type** Community Event

**Event Title: \*** Various Community Events and Activities

- Event Report:**
- **Kiwanis:** In addition to club activities (board meetings and internal operations), we are planning for the upcoming ***Crab Feed (March 4).***
  - **AmCan Arts Foundation:** We held our annual dinner at Laso Restaurant--thank you to Council members that attended! Distributed our annual report and worked on plans for our upcoming Board Retreat. Internally, we're finishing up several grants and applying for new ones. Much of our operations are becoming grant-funded, and last year we generated the most revenue in our history! Lastly, we organized our second annual dinner/walking tour of ***Napa's Lighted Art Festival.*** Loved the displays and we talked about what we might be able to do for American Canyon.
  - **Chamber Coffee Mixer:** Met at the Chamber office to network with business and community members. Always a good opportunity to talk up new ideas and collaborations.
  - **Napa County Democratic Central Committee:** The board held their regular meeting at a special time to accommodate the Statewide Delegate elections.
  - **Napa Community Benefits Coalition:** the group met online to review housing elements (they agreed to send an "attaboy" letter to HCD regarding the positive approach among the jurisdictions in Napa County), and also about a workshop to discuss how we can take advantage of all the infrastructure dollars coming from the Federal Government.
  - **ACHS Academic Decathlon:** I was a mock judge for public speaking--basically, giving our students a dress rehearsal before the real event! From Ms. Gonzalez, the Coach:

Please congratulate the team on a job well done! Any name in bold will be going to state as part of the team. Any name in italic decided to compete as an individual at the state competition.

Honors:

**Arianne Adrineda**  
*Linda Colin Jurado*  
**Katherine Marsden**  
**Zachary Zeng**

Scholastic:

**Joshua Barnes**  
*Ezekiel Castaneda*  
*Jesus Coria*  
**Elena Countouriotis**  
**Mischa Sanchez**  
*Haylene Sierra*

Varsity:

**Jayden Barrera**  
**Ananya Sriram**

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# Project Updates

JANUARY 18, 2023

# Vine Trail -St. Helena to Calistoga

**Project Manager: Grant Bailey**

Project will build an 8-mile segment of the Vine Trail connecting Calistoga and St. Helena and furthers the ultimate buildout of the 47-mile Vine Trail that connects Calistoga and Vallejo.

## Milestones

- ❑ Construction began July 5<sup>th</sup> in Calistoga
- ❑ Caltrans signed the Maintenance Agreement with the City of St Helena
- ❑ Reach 7 paving complete September 30<sup>th</sup>

## Upcoming Work

- ❑ Install remaining retaining walls in reaches 4-6
- ❑ Final grading/paving of reaches 4-6
- ❑ Signalization work at Bothe-Napa SP trail crossing

## Issues/Risks

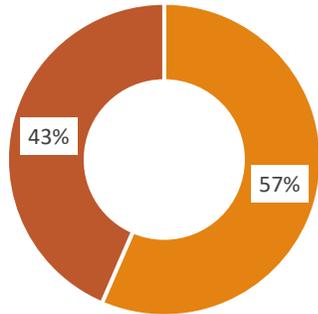
- ❑ Conflicts and delays associated with PGE utility relocation
- ❑ Weather delays
- ❑ Archaeological Discoveries



# Vine Trail -St. Helena to Calistoga

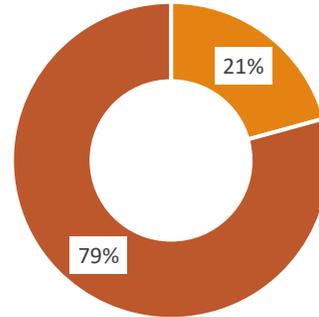
## Project Progress through December 2022

Working Days

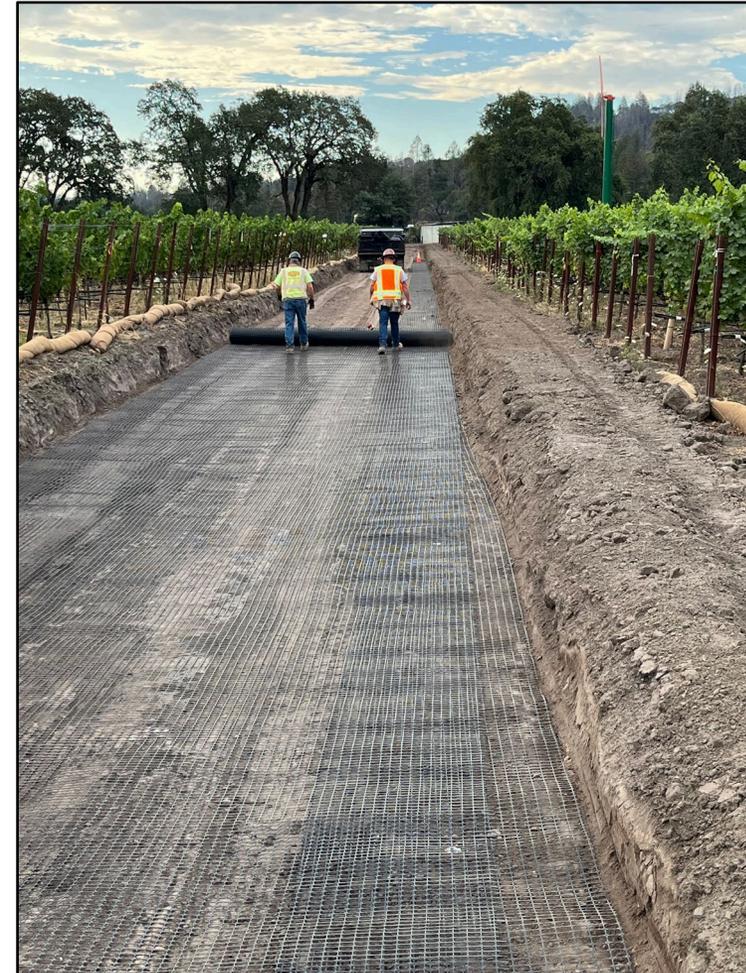


■ Days Worked ■ Days Remaining

Progress Payments



■ Payments Made ■ Payments Remaining



# Vine Bus Maintenance Facility

**Project Manager: Grant Bailey**

The project located on Sheehy Court replaces the current outdated facility on Jackson Street with a new modern 6 bus bay maintenance facility and operations center and bus wash. The new facility will accommodate NVRTA's new electric bus fleet transition.

## Milestones

- ❑ Construction Began: January 2022
- ❑ Structural steel complete: January 2023
- ❑ Upcoming – Underground utilities and building roofs complete: March 2023

## Current Status

- ❑ Maintenance building weather barrier in progress
- ❑ Operations building roof installation
- ❑ Operations building interior wall framing layout

## Issues/Risks

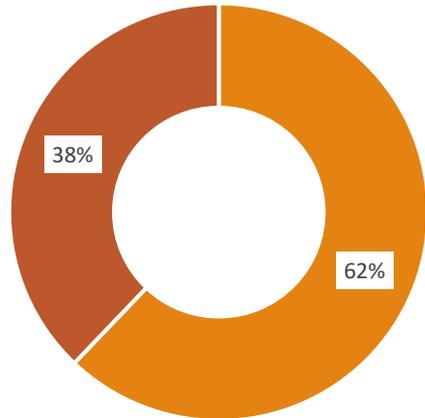
- ❑ Electrical equipment procurement lead times
- ❑ Water line replacement
- ❑ Weather delays



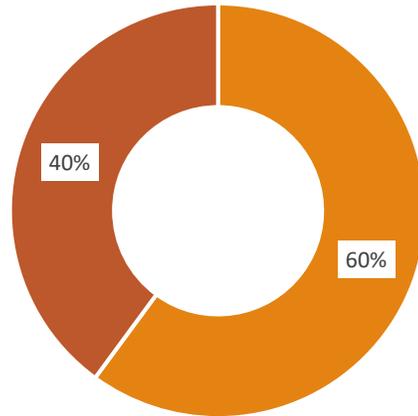
# Vine Bus Maintenance Facility

## Project Progress through December 2022

Working Days



Progress Payments



■ Days Worked   ■ Days Remaining   ■ Payments Made   ■ Payments Remaining



# Vine Bus Electric Fleet Transition

The NVTA is committed to replacing its entire diesel and gasoline powered fleet with **zero emission buses** by 2030 – 10 years before the California Air Resources Board mandate.



7 buses received to date; \$14 million in new grant funding to purchase 14 additional buses and charging infrastructure.

# Imola Ave. Park & Ride Improvements

Project Manager: Alberto Esqueda

## MILESTONES

- ❑ Construction began Jan. 10, 2022
- ❑ 99% complete, punch list remaining

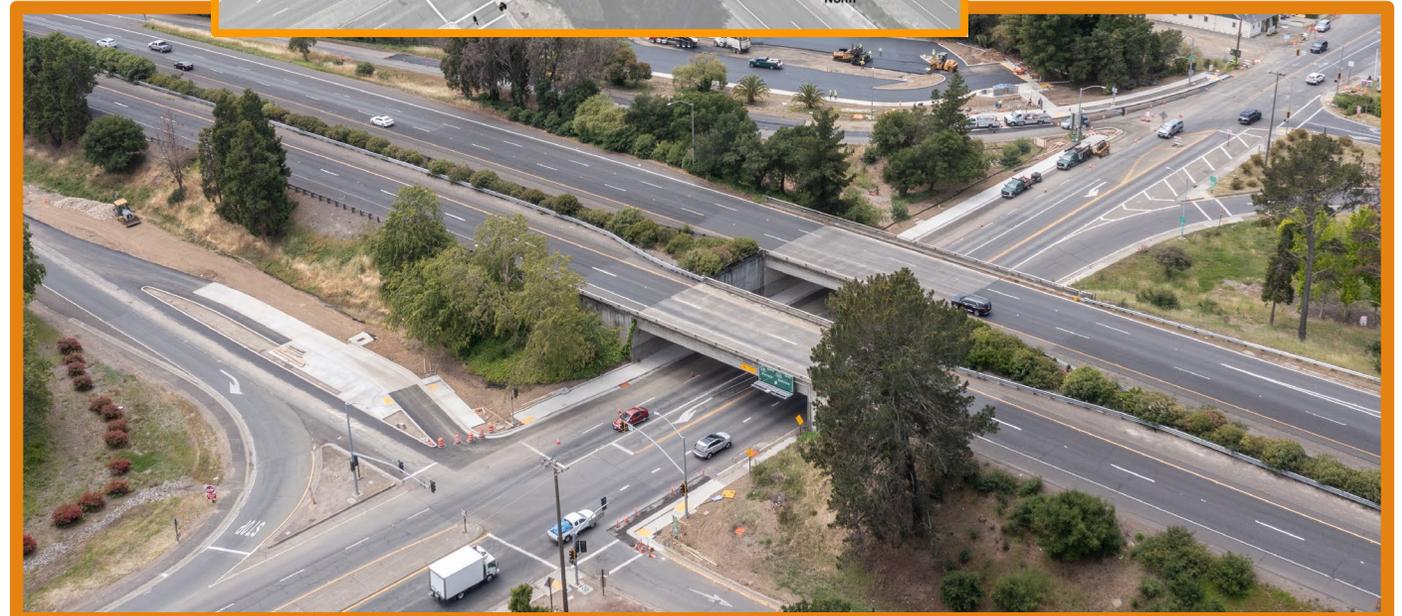
## ISSUES/CONCERNS

- ❑ Electrical equipment procurement lead times

## SCHEDULE

- ❑ Construction Complete – October 2022
- ❑ Vine service to the Park and Ride began October 30, 2022
- ❑ Ribbon Cutting occurred on October 13<sup>th</sup>

Park and Ride Electrification – late 2023

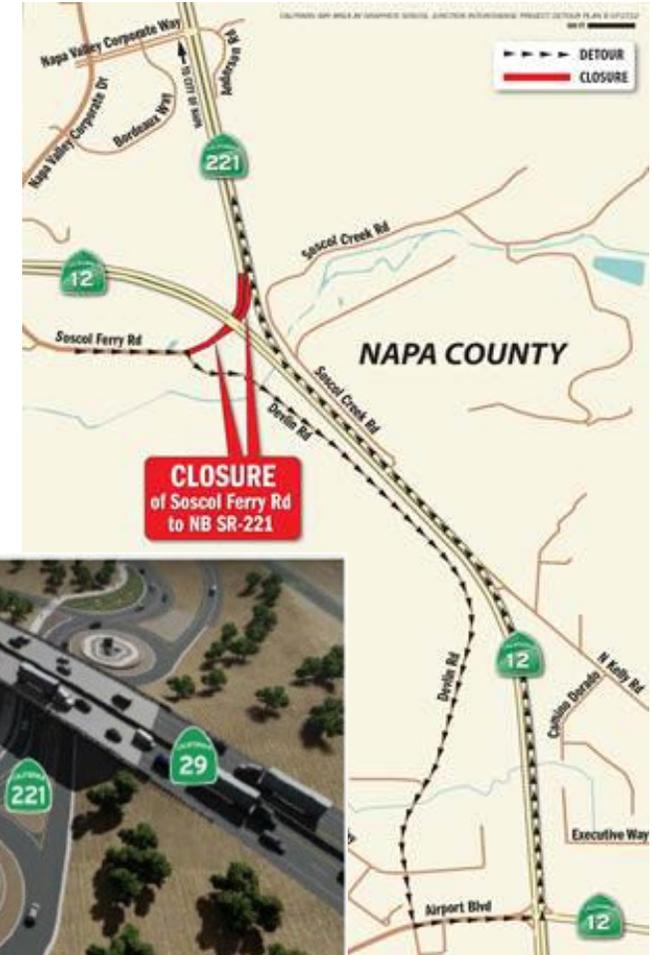


# Soscol Junction Project

Project Manager: Grant Bailey

Project will reduce congestion on SR29 by removing a signalized intersection at SR 221/Soscol Ferry Rd and SR 29 through grade separated roundabouts.

- ❑ Status
  - ❑ Soscol Ferry Rd closed to SR 29 & SR 221 - detoured
  - ❑ Demolition of Soscol Ferry and mass excavation
  - ❑ Drainage installation ongoing
- ❑ Change Orders/Risks –
  - ❑ Roadway traffic impacts, phasing and closures
  - ❑ Weather delays and impacts
  - ❑ Materials costs and availability
  - ❑ Excavation costs
- ❑ Soscol Junction Schedule:
  - ❑ Construction Contract Award – April 2022
  - ❑ Groundbreaking – June 22, 2022
  - ❑ Construction – June 2022 - October 2024



# SR 29 American Canyon Multimodal Improvements

Project will make operational and intersection improvements and add multimodal facilities along SR 29 between Napa Junction Road and American Canyon Road.

## Cost:

Pre-construction - \$20 million

Construction - \$55 million

## Potential Funding Opportunities:

Environmental – OBAG 3 - \$1.5 million confirmed; \$1.5 million on the program contingent list.

Other phases:

State funds – SB 1 funds – SCCP/LPP/ATP

Federal funds – RAISE, Safe Streets for All

Regional funds – RM 3

## Tentative Timeline (pending funding):

Winter 2023 – PID approval

2023-24 – Environmental

2024-25 Design

2024-25 Right-of-way

2026 – Construction

Project Manager: Danielle Schmitz



# Napa Valley Forward - SR 29 Intersection Improvements

**Project Managers: Danielle Schmitz and Kate Miller**

Intersection improvements including roundabouts and/traffic calming for all modes at the following intersections on SR29:

**Phase 1:**

- Rutherford Rd
- Oakville Cross Rd

**Phase 2:**

- Madison Ave

**Project Cost**

Pre-construction - \$5.5 million

Construction - \$18 million

**Risks:**

Right of way approval, environmental mitigation and costs

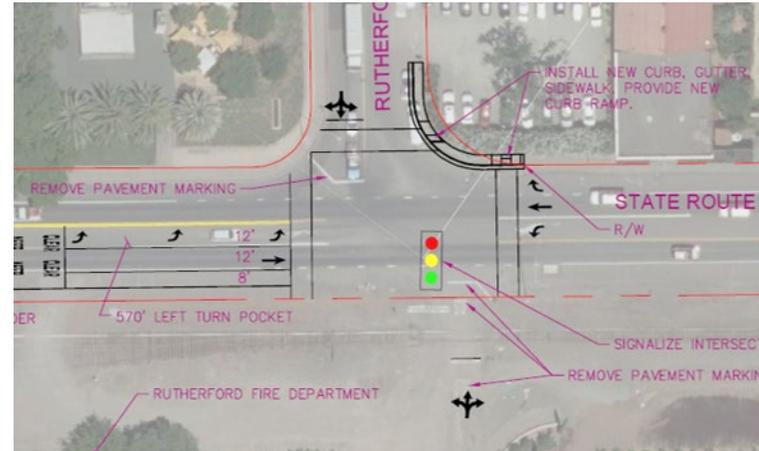
**Potential Funding Opportunities:**

Federal Grants – RAISE

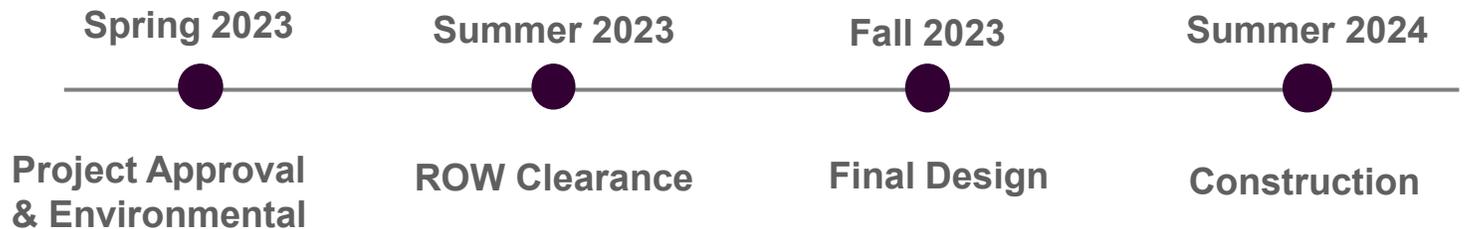
State Funds – LPP

Regional Funds – MTC Bay Area Forward

**Traffic Signal Control**



**Roundabouts**



# Imola Corridor Complete Streets Improvements

Project Manager: Diana Meehan

The Imola Corridor Complete Streets Project proposes several multimodal and safety improvements along Imola Avenue from Foster Rd. in the City of Napa to Fourth Avenue in unincorporated Napa County.

## Cost:

Pre-construction: \$3.5 million

Construction: \$17.5 million

## Potential funding sources:

Local – Measure T, Local funds

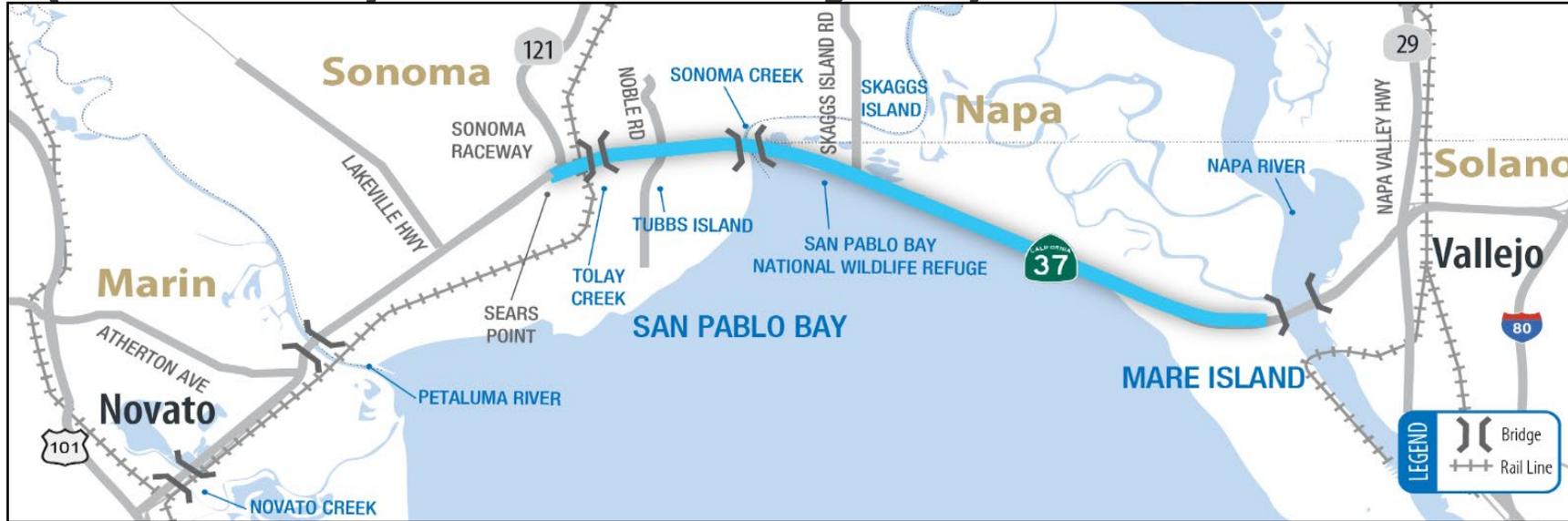
State – SHOPP, ATP, HSIP

Federal – Safe Streets for All



# SR 37 Sears Point to Mare Island Improvement Project (Formerly Interim Project)

Project Managers: Danielle Schmitz and Kate Miller



This project will add an HOV lane to improve traffic flow and peak travel times, increase vehicle occupancy, and making transit viable on the SR 37 corridor.

## Key Milestones

- Draft EIR: January 2022
- Final EIR: Winter 2023
- Design: 2022 - 2024
- Construction: 2025 – 2026

## Next Step

- Secure Funding to Advance Design: \$20M

Cost:

Pre-construction - \$51 million

Construction - \$378 million

Potential Funding Sources:

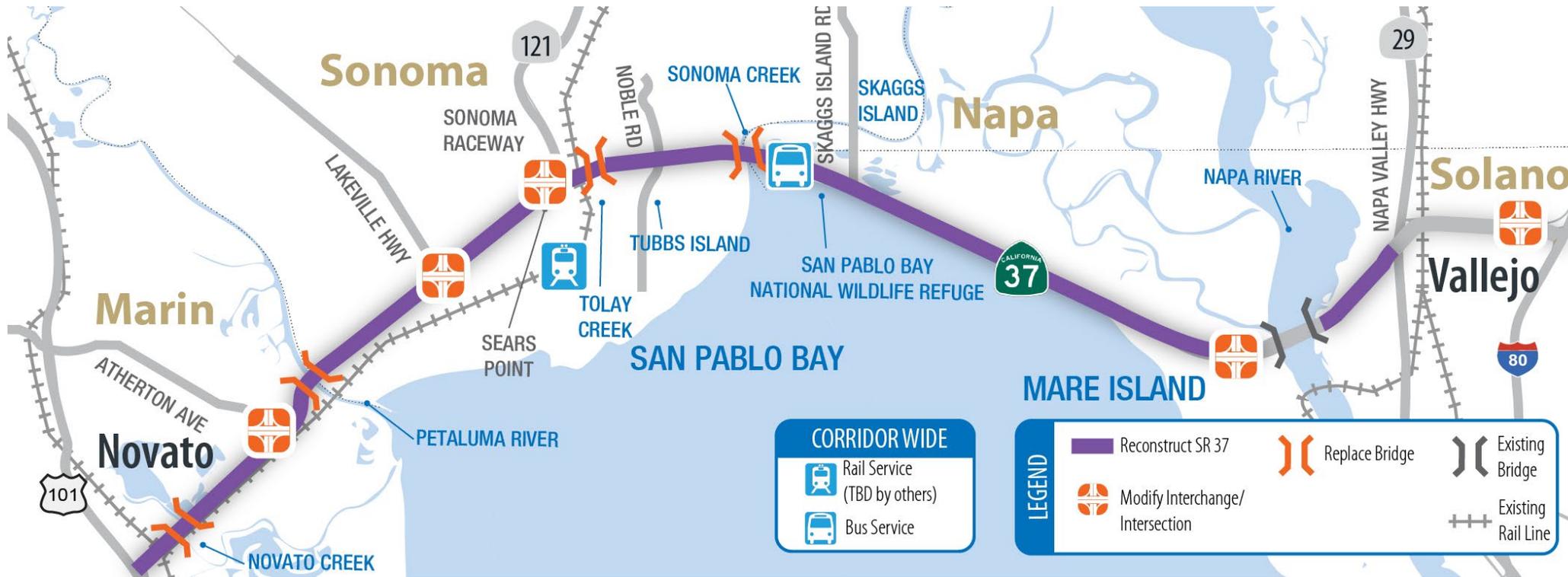
Regional Measure 3, Bay Bridge Forward, Tolls

State SB 1 – SCCP, TCEP

Federal Funds – Rural Transportation Program, RAISE, PROTECT (resiliency funding)



# SR 37 Corridor – Ultimate Project



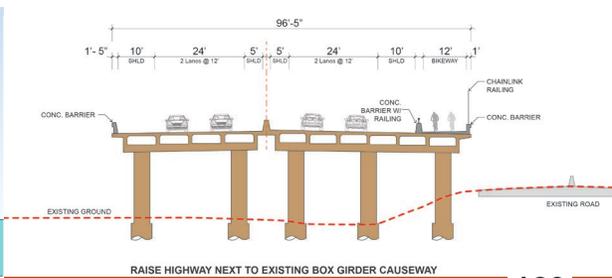
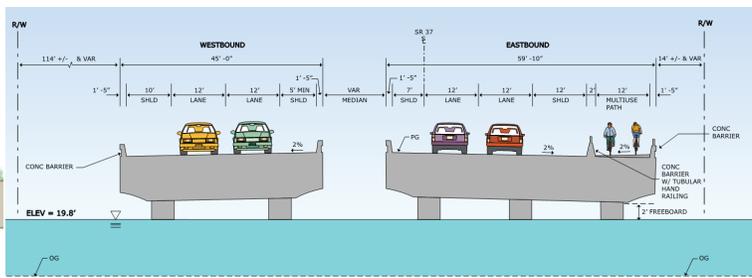
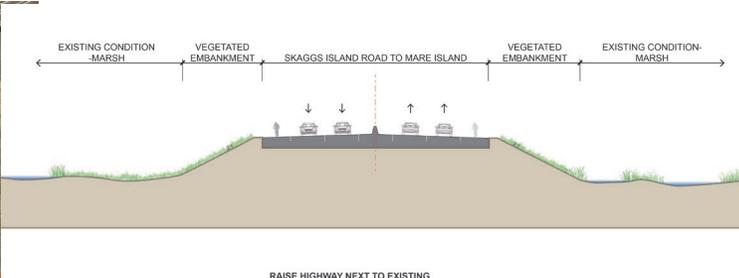
**Deliver in 15-20 Years**

**CORRIDOR WIDE**

- Rail Service (TBD by others)
- Bus Service

**LEGEND**

- Reconstruct SR 37
- Replace Bridge
- Existing Bridge
- Modify Interchange/Intersection
- Existing Rail Line



**Reconstruction Options**



# Regional Shoreline Adaptation Plan

An implementing project of **BAY ADAPT**

## What is the Shoreline Plan?

Rising sea levels from climate change are already encroaching along our shorelines and will only accelerate in the coming decades. The impacts of sea level rise – and resources to plan and prepare for them – are unevenly distributed across the nine-county Bay Area. If everyone “goes it alone,” we risk *maladaptation* - catastrophic consequences such as unintentional flooding of our neighbors, leaving behind communities most at risk and with the least resources to adapt, and missing out on opportunities to find shared solutions that benefit both local communities and the region as a whole.

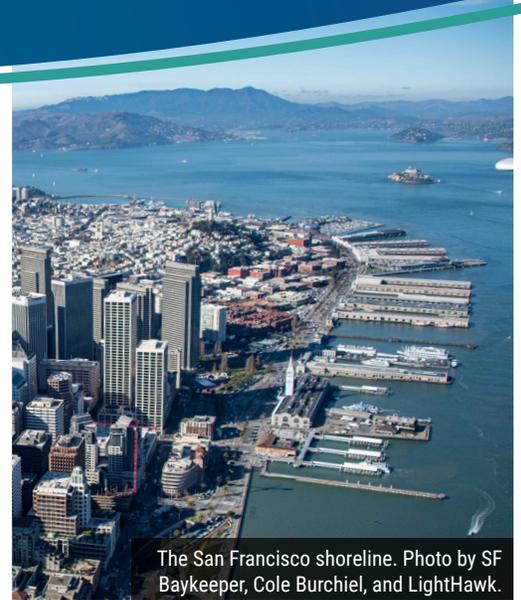
The Regional Shoreline Adaptation Plan (“Shoreline Plan”) will set the region on a path towards more coordinated and consistent local adaptation planning that advances the region as a whole. The Shoreline Plan will be collaboratively developed and include:

1. Vision and Goals
2. Regional Guidelines
3. Local Adaptation Plans

Following adoption of the Vision and Regional Guidelines by BCDC’s Commission in mid-2024, BCDC will support cities and counties to develop sub-regional adaptation plans that align with the guidelines to ensure that the region is prepared for sea level rise both locally and in alignment with the region.

### What will the Shoreline Plan do?

- Create guidelines that provide **minimum standards and best practices** for local adaptation plans.
- Define shared **planning horizons** and **flood projections** for regionally consistent adaptation planning.
- Provide **support to local jurisdictions and communities** on applying regional guidelines in their local context.
- Build a pipeline to **more effectively fund** local adaptation plans and projects that align with regional guidelines.



The San Francisco shoreline. Photo by SF Baykeeper, Cole Burchiel, and LightHawk.

### Who is BCDC?

The San Francisco Bay Conservation and Development Commission (“BCDC”) is a California State regulatory and planning agency in the nine-county San Francisco Bay Area with a mission to **protect and enhance the resources of the San Francisco Bay and ensure its responsible and productive use for this and future generations.**

[www.bcdc.ca.gov](http://www.bcdc.ca.gov)

### What is Bay Adapt?

**Bay Adapt: Regional Strategy for a Rising Bay** is a BCDC-led initiative that brings together partners across the San Francisco Bay Area to establish regional agreement on the actions necessary to protect people and the natural and built environment from rising sea levels. The **Joint Platform** was adopted by BCDC in 2021 and has been endorsed by 55 cities and counties, regional, state, and federal agencies, non-profit organizations and more. [www.BayAdapt.org](http://www.BayAdapt.org)



Palo Alto Baylands Nature Preserve. Photo by Stanislav Sedov, CC BY 2.0.

## Local Electeds Regional Task Force

BCDC’s Local Electeds Regional Task Force is comprised of elected officials from cities and counties across the 9-county Bay Area. The Task Force will ensure that local efforts and interests are successfully married with regional goals as the Bay Area develops its first Regional Shoreline Adaptation Plan. The Regional Shoreline Adaptation Plan will seek to address, at a minimum, the following topic areas:

- Environmental Justice communities
- Legacy contamination
- Natural habitats
- New and re-development
- Critical infrastructure
- Transportation

### Elevating Equity and Diverse Representation

BCDC is committed to meaningfully engaging communities and promoting equitable outcomes throughout its work. **As part of this effort to elevate diverse voices**, we sought to include individuals on the Local Electeds Regional Task Force that serve underrepresented communities and/or identify as BIPOC (Black, Indigenous, and/or Person of Color).

### Local Electeds Regional Task Force Time Commitment

#### Duration

- Project timeline is January 2023 to May 2024

#### Meetings:

- Six (6) two-hour meetings

## Anticipated Timeline

Please see below an outline of the six Task Force meetings to take place from January 2023 to May 2024.

