



REGULAR CITY COUNCIL MEETING AGENDA

City Hall - Council Chambers
4381 Broadway St., Suite 201, American Canyon
May 16, 2023
6:30 PM

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

AMENDED AGENDA

This agenda is amended to add Item No. 3 Real Property Negotiation - 205 Wetlands Edge Road, American Canyon.

City Council and other public meetings will be conducted in person at City Hall, 4381 Broadway, Suite 201, American Canyon, CA 94503. This meeting is also available via Zoom Teleconferencing as a convenience for public participation. This meeting will be broadcast live to residents on Napa Valley TV, on our website [here](#) and on YouTube [here](#). Should technical issues with Zoom occur, please select another viewing option.

PUBLIC PARTICIPATION

Oral comments, during the meeting: Oral comments can be made in person during Open and Closed Session. A Zoom Webinar has been established for public comments made via zoom, during Open Session only. To give your public comment via zoom, 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. To allow for review of comments, eComments will close at 3:00 pm on the day of the meeting. All comments received will be posted online and become part of the meeting record.

Zoom Meeting Link: [Click here.](#)

Webinar ID: 852 5117 7763 **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.

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

AMERICANS WITH DISABILITIES ACT: The City Council will provide materials in appropriate alternative formats to comply with the Americans with Disabilities Act. Please send a written request to City Clerk at 4381 Broadway, Suite 201, American Canyon, CA 94503 or by email to

cityclerk@cityofamericancanyon.org. Include your name, address, phone number and brief description of the requested materials, as well as your preferred alternative format or auxiliary aid, at least three calendar days before the meeting.

5:30 P.M. – CLOSED SESSION

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.

CALL TO ORDER - CLOSED SESSION

ROLL CALL - CLOSED SESSION

PUBLIC COMMENTS - CLOSED SESSION ITEMS

This time is reserved for members of the public to address the City Council on Closed Session Items only. Comments must be made in person and are limited to 3 minutes. Comments for items on the Open Session agenda will be taken when the item is called in Open Session. Comments for Items not on the Closed Session or Open Session agenda will be heard during the Open Session Public Comment period.

MEETING RECESS - COUNCIL TO CONVENE IN CLOSED SESSION

5:30 P.M. CLOSED SESSION ITEMS

1. **Conference with Legal Counsel - Existing Litigation. Authorized pursuant to Government Code Section 54956.9(d)(1):**
 - a. **American Canyon I , LLC vs. Napa Unified School District (Napa Superior Court Case No. 22CV001145).**
 - b. **City of American Canyon v. City of Vallejo, et al. (Sacramento Superior Court Case No. 34-2022-00327471).**
 - c. **City of American Canyon v. Leon Dale Schmidt, Napa County Superior Court Case No. 22CV001041.**
 - d. **Center for Biological Diversity v. City of American Canyon et al., Napa County Superior Court Case No. 23CV000511.**
 - e. **Golden State Environmental Justice Alliance v. City of American Canyon et al., Napa Superior Court Case No. 23cv000510.**
 - f. **City of Vallejo v. City of American Canyon et al., Napa County Superior Court Case No. 23CV000517.**

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

3. **Conference with Real Property Negotiators - Authorized Pursuant to Government Code Section 54956.8
Property APN: 057-040-018-000 Site Address: 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.

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

CALL TO ORDER - COUNCIL TO RECONVENE IN OPEN SESSION

PLEDGE OF ALLEGIANCE

ROLL CALL - OPEN SESSION

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

PROCLAMATIONS AND PRESENTATIONS

4. **Proclamation - Memorial Day, May 29, 2023**
5. **Proclamation - Public Works Week**
6. **Proclamation - May 2023 as National Bike Month**
7. **Presentation from ACHS Link Crew**
8. **Presentation from Rotary of Napa & Spirit Horse**

PUBLIC COMMENTS - ITEMS NOT ON CLOSED SESSION OR OPEN SESSION AGENDA

This time is reserved for members of the public to address the City Council on items that are not on the Closed Session or Open Session agenda and are within the subject matter jurisdiction of the City Council. Comments are limited to 3 minutes. Comments for items on the Open Session agenda will be taken when the item is called in Open Session. 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.

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

9. **Minutes of the Regular City Council meeting of December 20, 2022.**
Recommendation: Approve the minutes of the Regular City Council meeting of May 2, 2023.
10. **Minutes of the Special Joint City Council American Canyon Fire Protection District Closed Session meeting of May 2, 2023**
Recommendation: Approve the minutes of the Special Joint City Council American Canyon Fire Protection District Closed Session meeting of May 2, 2023.
11. **Minutes of the Regular City Council meeting of May 2, 2023**
Recommendation: Approve the minutes of the Regular City Council meeting of May 2, 2023.

12. **Report Upon Return from Closed Session for the Special Joint City Council/American Canyon Fire Protection District Closed Session Meeting of May 2, 2023**
Recommendation: Approve the Report Upon Return from Closed Session for the Special Joint City Council/American Canyon Fire Protection District Closed Session meeting of May 2, 2023.
13. **Report Upon Return from Closed Session for the Regular City Council Meeting of May 2, 2023**
Recommendation: Approve the Report Upon Return from Closed Session for the Regular City Council meeting of May 2, 2023.
14. **Smoke Free Multi-Unit Housing Ordinance**
Recommendation: Waive final reading, read by title only, and adopt an Ordinance by the City Council of the City of American Canyon amending the American Canyon Municipal Code Chapter 9.04 "Neighborhood Preservation" to prohibit smoking in any unit of a multi-unit residence and any common area of a multi-unit residence in the City of American Canyon.
15. **Contract Amendment #1 with Robert Half International Inc. for Temporary Staffing Services**
Recommendation: Adopt a Resolution authorizing the City Manager to execute Amendment #1 to Agreement No. 2022-A148 with Robert Half International Inc.
16. **Napa County Animal and Licensing Services Agreement**
Recommendation: Adopt a Resolution approving Amendment 7 to Napa County Agreement No. 170919B between the City of American Canyon and the Napa County Sheriff's Office for animal and licensing services for the period of July 1, 2023, through June 30, 2024.
17. **Napa River Ecology Center Project Level Agreement**
Recommendation: Adopt a Resolution increasing the Wetland Restoration Plan (PR20-0300) Project Budget from \$450,000 to \$517,500 and approving a Project Level Agreement with the American Canyon Community and Parks Foundation for an amount not to exceed \$67,500.
18. **Projects Funded by SB1/Road Maintenance and Rehabilitation Account (RMRA) for Fiscal Year 2023/24**
Recommendation: Adopt a Resolution approving a list of projects for Fiscal Year 2023/24 funded by SB1: The Road Repair and Accountability Act of 2017.

PUBLIC HEARINGS

19. **Safe Gun Storage Ordinance**
Recommendation: Waive first reading by title only, and adopt an Ordinance amending Title 9 of the City of American Canyon Municipal code to add Chapter 8.19 Safe Firearm Storage requiring residents to safely store firearms in their residences.
20. **106 Wilson Way - Second Special Assessment Lien**

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

BUSINESS

21. [Review Proposed Fiscal Year 2023-24 Budget](#)

Recommendation: Review Proposed Fiscal Year 2023-24 Budget

MANAGEMENT AND STAFF ORAL REPORTS

22. [Maintenance and Utilities Department, Environmental Services Division Update](#)

Recommendation: Receive a Presentation on Maintenance and Utilities Department, Environmental Services Division Update.

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.

23. [City Council Committee Report - Vice Mayor Pierre Washington](#)

24. [City Council Committee Report - Councilmember Mark Joseph](#)

25. Future Agenda Items of Note:

June 6, 2023 Council Meeting

Juneteenth

LGBTQ Pride Month

Philippine Cultural Month

Fair Housing Napa Valley Presentation

Napa Housing Authority Annual Presentation

Final FY 23/24 Budget

LLAD Engineers Report

Napa River Ecology Center Term Sheet

June 20, 2023 Regular Council Meeting (6:30p)

June 20, 2023 Special City Council Meeting with Open Space, Active Transportation and Sustainability Commission (7:30p)

OSATS FY 23/24 Annual Work Plan

June 20, 2023 Special City Council Meeting with Parks and Community Services Commission (8:30p)

PCS FY 23/24 Annual Work Plan

July 4, 2023 Council Meeting Cancelled Due to Fourth of July Holiday

ADJOURNMENT

CERTIFICATION

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

Taresa Geilfuss, CMC, City Clerk

CITY OF AMERICAN CANYON PROCLAMATION



Memorial Day – May 29, 2023

WHEREAS, on Memorial Day, we undertake our solemn duty to remember the courageous men and women who made the ultimate sacrifice in the defense of our country and the cause of freedom around the world; and

WHEREAS, as we honor those who answered the call of duty, we understand and appreciate the values of patriotism, citizenship, commitment, honor, and duty; and

WHEREAS, when we consider the sacrifice, we must never forget that freedom comes at a cost, and we are the beneficiaries of their sacrifice; and

WHEREAS, even though the loss of a fallen hero can never be replaced, Memorial Day is an opportunity for all of us to recognize and honor our military fallen and Gold Star families through faith, love, and peace; and

WHEREAS, the American Canyon Troop Support, Vallejo VFW Post 1123, Napa American Legion Post 113, American Canyon Lions Club, Boy Scouts Troop 7062, and Cub Scout Troop 7178 joined Gold Star families, various community leaders, and members will be gathering in remembrance at Veterans Memorial Park on May 29, 2023, for a Memorial Day Ceremony.

NOW, THEREFORE, BE IT RESOLVED that I, Leon Garcia, Mayor of the City of American Canyon on behalf of the City Council, do proclaim Monday, May 29, 2023 as Memorial Day - a day for paying our respects and honoring the men and women who gave their lives serving our country, and to their families who continue to honor their memory and legacy.

Dated: May 16, 2023

Mayor Leon Garcia

CITY OF AMERICAN CANYON PROCLAMATION



May 2023 as National Bike Month

WHEREAS, the City of American Canyon recognizes May 2023 as National Bike Month which creates an opportunity for our community to celebrate the simple joys of getting outside and riding a bike; and

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

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

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

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

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

WHEREAS, The City of American Canyon encourages everyone to Bike to Work or School on Thursday, May 18th, 2023, and “Pledge to Ride” their bicycle for short trips at least once a week throughout the month of May 2023; and

WHEREAS, the City of American Canyon encourages everyone to participate in our Bike Bash Event on Saturday, May 20th, 2023 from 9:00am-12:00pm at Community Park I - in partnership with Napa County Bicycle Coalition, American Canyon Police Department, American Canyon Fire District, American Canyon Cycling, and American Canyon Bike Shop; and

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Leon Garcia, on behalf of the entire City Council, do hereby proclaim May 2023 as Bike Month and Thursday, May 18th, 2023 as Bike to Work and School Day in American Canyon.

Dated: May 16, 2023

Leon Garcia, Mayor

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

ACTION MINUTES
December 20, 2022

AMENDED AGENDA

PUBLIC ADDRESS – CLOSED SESSION

4:00 P.M. CLOSED SESSION

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

Position: Jason Holley, City Manager

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

CALL TO ORDER

The meeting was called to order at 6:34 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

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

Absent: None

Excused: None

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

City Attorney William Ross provided an oral report upon return from closed session. Closed session commenced at 4:00 p.m. Closed session adjourned at 6:15 p.m. A written report will be provided.

PROCLAMATIONS AND PRESENTATIONS

There were no proclamations or presentations. Police Chief Rich Greenberg introduced the new Police Lieutenant Nicolle Dudley.

PUBLIC COMMENTS - ITEMS NOT ON THE AGENDA

Mayor Garcia called for public comments. Justin Hamilton Hole was called to speak; Yvonne Baginski was called to speak. The public comments period was closed.

AGENDA CHANGES

There were no agenda changes.

CONSENT CALENDAR

Action: Motion to adopt CONSENT CALENDAR made by Councilmember David Oro, seconded by Councilmember Pierre Washington, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

Excused: None

2. Report Upon Return from Closed Session

Action: Approved the Report Upon Return from Closed Session from the Regular City Council Meeting of December 6, 2022.

3. AB361 In Person and Remote Teleconferenced Meetings - December 20, 2022 - January 19, 2022

Action: Adopted Resolution 2022-R110 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 December 20, 2022 - January 17, 2023, pursuant to the Ralph M. Brown Act.

4. Quarterly Investment Report for City and Fire District Fiscal Year 2022-23 Quarter 1

Action: Received and filed the City and Fire District's Treasurer's Report for the month ended September 30, 2022.

5. 2023 Local Commission and Committee Appointments List

Action: Received and filed the "2023 Local Commission and Committee Appointments List" and directed staff to recruit for vacant and expired positions.

PUBLIC HEARINGS

6. 106 Wilson Way - Special Assessment Lien Continued from December 6, 2022

Council received a staff report from City Attorney William Ross. Mayor Garcia opened the public hearing. Written comments: none. Oral comments: none. The Public Hearing was closed.

Action: Motion to adopt Resolution 2022-R111 of the City Council of the City of American Canyon confirming the report of proceedings and accounting for the costs incurred in abating the public nuisance located at 106 Wilson Way and notice of ordering the

imposition of a Special Assessment Lien made by Councilmember David Oro, seconded by Councilmember Pierre Washington, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

Excused: None

BUSINESS

7. New Open Space, Active Transportation, and Sustainability Commission

Council received a staff report from City Manager Jason Holley. Mayor Garcia called for public comments. Written comments: none. Oral comments: Nance Matson was called to speak; Barry Christian was called to speak; Beth Marcus was called to speak. The public comments period was closed.

Action: Motion to adopt Resolution 2022-R122 reconstituting the Open Space Advisory Committee as the Open Space, Active Transportation and Sustainability Commission, and approving the Commission's Fiscal Year 2022/2023 Work Plan as amended made by Councilmember Mark Joseph, seconded by Councilmember Pierre Washington, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

Excused: None

8. Human Resources Annual Presentation

Council received a staff report with a presentation from Assistant City Manager Maria Ojeda with Human Resources Officer II Scott Corey.

Action: Received and filed a report on City workforce trends and demographics from the Human Resources Division.

9. Matters relating to the selection of Vice Mayor and various City Council committee appointments for 2023

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

Action: Motion to adopt By Minute Order 2022-09, the selection of Pierre Washington to serve as Vice Mayor for a one-year term, January to December 2023 made by

Councilmember David Oro, seconded by Councilmember Mark Joseph, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

Excused: None

Mayor Garcia called for public comments on City Council committee appointments. Written comments: none. Oral comments: Beth Marcus was called to speak; Fran Lemos was called to speak. The public comments period was closed.

Action: Motion to adopt by Minute Order the "2023 City Council Appointments List" as amended, including LAFCO appointment remaining with Vice Mayor Aboudamous made by Councilmember Mark Joseph, seconded by Vice Mayor Mariam Aboudamous, and FAILED by roll call vote.

Ayes: Vice Mayor Mariam Aboudamous, Councilmember Mark Joseph

Nays: Mayor Leon Garcia, Councilmember David Oro, Councilmember Pierre Washington

Abstain: None

Absent: None

Excused: None

Action: Motion to adopt by Minute Order 2022-10 the approved the "2023 City Council Appointments List" as amended, excluding the LAFCO appointment to be considered at a future meeting, made by Councilmember Pierre Washington, seconded by Councilmember David Oro, and CARRIED by roll call vote.

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

Nays: Vice Mayor Mariam Aboudamous

Abstain: None

Absent: None

Excused: None

MANAGEMENT AND STAFF ORAL REPORTS

City Manager Jason Holley announced Juan Gomez will be joining our team as the new Finance Director on January, 2023.

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

10. Council Committee Report - Councilmember Mark Joseph

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

Councilmembers reported on items of interest to the community.

Selection of a LAFCO representative will be added to the January 17, 2023, agenda.

11. Future Agenda Items of Note:

January 17, 2023

Measure T Maintenance of Effort

OSATS Ordinance

Annual Cannabis Report

Parks, Buildings, and Recreation Update

February 7, 2023

Black History Month Proclamation

ARPA Funds: Skatepark and Playground Upgrades

Auditors Report FY 21/22

February 21, 2023

Giovanonni Project

Fire Impact Fees

Recreation User Fee Schedule

ADJOURNMENT

Council observed a moment of silence for Harry T. Price, Mayor of Fairfield, and adjourned to sing carols at 8:29 p.m.

CERTIFICATION

Respectfully Submitted,

Taresa Geilfuss, City Clerk

**CITY OF AMERICAN CANYON
SPECIAL JOINT CITY COUNCIL/AMERICAN CANYON FIRE PROTECTION DISTRICT
CLOSED SESSION MEETING**

ACTION MINUTES

May 2, 2023

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

CALL TO ORDER

The meeting was called to order at 4:30 p.m.

ROLL CALL

Present: Mayor/Board Chair Leon Garcia, Vice Mayor/Board Vice Chair Pierre Washington, Councilmember/Board Member Mark Joseph, Councilmember/Board Member David Oro

Absent: Councilmember/Board Member Mariam Aboudamous

PUBLIC COMMENT - ITEMS NOT ON THE AGENDA

Mayor/Board Chair Leon Garcia called for public comments. Written comments: none. Oral comments: none. The public comment period was closed.

Councilmember/Board Member Mariam Aboudamous joined the meeting at 4:32 p.m.

CLOSED SESSION ITEMS

1.) Matters Relating to Public Employment Public Employee Performance Evaluations Pursuant to Government Code Section 54957.

Position: City Manager

Position: City Attorney

Position: Fire Chief

Position: District Counsel

REPORT FROM CLOSED SESSION

Legal Counsel William Ross orally reported following Closed Session. A written Report Upon Return from Closed Session will be prepared consistent with Government Code Section 54957.1.

ADJOURNMENT

The meeting was adjourned at 5:09 p.m.

CERTIFICATION

Respectfully Submitted,

Taresa Geilfuss, CMC, City Clerk

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

ACTION MINUTES

May 2, 2023

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

CALL TO ORDER - CLOSED SESSION

The meeting was called to order at 5:33 p.m.

ROLL CALL - CLOSED SESSION

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

Absent: None

Excused: None

PUBLIC COMMENTS - CLOSED SESSION ITEMS

Mayor Garcia called for comments on Closed Session Items. Written comments: none. Oral comments: none. The public comment period was closed.

CLOSED SESSION ITEMS

1. Matters Relating to Public Employment Public Employee Performance Evaluation

Pursuant to Government Code Section 54957.

Position: Jason Holley, City Manager

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

3. Conference with Legal Counsel - Existing Litigation. Pursuant to Government Code Section 54956.9(d)(1):

American Canyon I , LLC vs. Napa Unified School District (Napa Superior Court Case No. 22CV001145).

City of American Canyon v. City of Vallejo, et al. (Sacramento Superior Court Case No. 34-2022-00327471).

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

Center for Biological Diversity v. City of American Canyon et al., Napa County Superior Court Case No. 23CV000511.

Golden State Environmental Justice Alliance v. City of American Canyon et al., Napa Superior Court Case No. 23cv000510.

City of Vallejo v. City of American Canyon et al., Napa County Superior Court Case No. 23CV000517.

MEETING RECESS - COUNCIL TO CONVENE IN CLOSED SESSION

Council recessed to Closed Session at 5:33 p.m.

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

CALL TO ORDER

The meeting was called to order at 6:41 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

Present: Councilmember Mark Joseph, Councilmember Mariam Aboudamous, 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 5:33 p.m. Closed session adjourned at 6:33 p.m. A written report will be provided.

Action: Motion to move Business Item 18. Kids Commerce up in the agenda to before Proclamations made by Councilmember David Oro, seconded by Vice Mayor Pierre Washington, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

Excused: None

18. Kids Commerce Business License Fee Waiver

Council received a presentation from Valerie Zizak-Morais, Chamber of Commerce. Child entrepreneurs accepted their new Business Licenses. Mayor Garcia opened Public Comments. Written: none. Oral: Silvia Regulado-Zaclad was called to speak. The public comment period was closed.

Action: Motion to adopt Minute Order 2023-11 waiving Business License Fees for youth participants in the American Canyon Chamber of Commerce's "Kid's Commerce" program by Councilmember David Oro, seconded by Councilmember Mariam Aboudamous, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

Excused: None

The meeting was recessed at 6:50 p.m. and reconvened at 7:05 p.m.

PROCLAMATIONS AND PRESENTATIONS

4. Proclamation - Older Americans Month May 2023

Mayor Garcia announced the proclamation. Proclamation was accepted by Mrs. Payne of the Agency on Aging.

5. Proclamation - Historic Preservation Month

Mayor Garcia announced the proclamation. The proclamation was accepted by Napa County Landmarks Board Member John Sensenbaugh.

6. Proclamation - Mental Health Matters Month

Mayor Garcia announced the proclamation. The proclamation was accepted by Mental Health Director Cassandra Eslami and Chair of the Mental Health Board Robert Palmer. They requested anyone interested in serving on the Napa County Mental Health Board contact them.

7. Proclamation - May 2023 Asian American and Native Hawaiian/Pacific Islander Heritage Month

Mayor Garcia announced the proclamation. The proclamation was accepted by Kasama Lee.

8. Proclamation - 54th Annual Professional Municipal Clerks Week

Mayor Garcia announced the proclamation. The proclamation was accepted by City Clerk Taresa Geilfuss and Deputy City Clerk Cherri Walton.

PUBLIC COMMENTS - ITEMS NOT ON CLOSED SESSION OR OPEN SESSION AGENDA

Mayor Garcia called for public comments. Russell Charpentier was called to speak; Jason Kishineff was called to speak; Justin Hamilton Hole was called to speak; Fran Lemos was called to speak. The public comments period was closed.

AGENDA CHANGES

There were no changes to the agenda.

CONSENT CALENDAR

Action: Motion to adopt the Consent Calendar made by Councilmember David Oro, seconded by Vice Mayor Pierre Washington, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

Excused: None

9. City Council Minutes of April 18, 2023

Action: Approved the minutes of the Regular City Council meeting of April 18, 2023.

10. Contract Amendment #8 Brightview Landscape

Action: Adopted Resolution 2023-31 authorizing the City Manager to execute Amendment 8 (Agreement 2023-45) to Agreement 2017-111 with BrightView Landscape Services in the amount of \$21,012 for a total contract amount not to exceed \$2,605,011 for ongoing landscape maintenance for the new Devlin Road Extension.

11. Title 10 - Vehicles and Traffic, Chapter 10.56 Speed Limits Code Update

Action: Waived second reading, read by title only, and adopt Ordinance 2023-04 amending Title 10 - Vehicles and Traffic, Chapter 10.56 Speed Limits of the American Canyon Municipal Code.

12. Interwest Consulting Group Building and Safety Services contract augment and one-year extension

Action: Adopted Resolution 2023-32 of the City Council of the City of American Canyon approving Amendment 16 (Agreement 2023-46) to Agreement 2011-A105 with the Interwest Consulting Group to extend the contract for Building and Safety Services to the end of Fiscal Year 2023/24 and increase the total contract amount by \$642,000 not to exceed \$3,784,500.

13. Lance Soll and Lunghard LLP contract amendment and extension

Action: Adopted Resolution 2023-33 of the City Council of the City of American Canyon approving Amendment 2 (2023-47) to Agreement 2022-A101 with Lance Soll and Lunghard LLP (Exhibit A) to increase the total contract amount by \$110,000 to an amount not to exceed \$159,900, extend

the contract term to June 30, 2024, and amend the Fiscal Year 2022/23 budget to account for the additional contract cost during the current fiscal year.

14. Quarterly Investment Report for City and Fire District for Fiscal Year 2022-23 Quarter 3

Action: Received and filed the City and Fire District's Treasurer's Report for the quarter ended March 31, 2023.

15. HdL Companies Cannabis Permit Management services 2-year contract extension

Action: Adopted Resolution 2023-34 of the City Council of the City of American Canyon approving Amendment No. 4 (2023-48) to Agreement No. 2018-177 with HdL Companies for a 2-year contract extension for Commercial Cannabis Permit Management Services from July 1, 2023, to June 30, 2025.

16. Report Upon Return from Closed Session - April 18, 2023

Action: Approved the Report Upon Return from Closed Session for the meeting of April 18, 2023.

PUBLIC HEARINGS

17. Smoke Free Multi-Unit Housing Ordinance

Council received a staff report from Community Development Director Brent Cooper with student partners on the Napa Youth Council. Mayor Garcia opened the public hearing and called for public comments. Linda Colin Jurado was called to speak; Briana Lopez was called to speak; Nance Matson was called to speak. Public comments and the public hearing were closed.

Action: Motion to Waive first reading, read by title only, and adopt an Ordinance by the City Council of the City of American Canyon amending the American Canyon Municipal Code Chapter 9.04 "Neighborhood Preservation" to prohibit smoking in any unit of a multi-unit residence and any common area of a multi-unit residence in the City of American Canyon made by Councilmember Mariam Aboudamous, seconded by Vice Mayor Pierre Washington, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

Excused: None

BUSINESS

19. Pooled Insurance Program

Council received a staff report from Assistant City Manager Maria Ojeda with a presentation by consultants from Alliant Insurance Services. Mayor Garcia called for public comments. Written comments: none. Oral comments: none. The public comments period was closed.

MANAGEMENT AND STAFF ORAL REPORTS

Council received oral updates from Parks & Recreation Director Alexandra Ikeda.

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

20. City Council Committee Report - Councilmember Joseph

21. City Council Committee Report - Councilmember Oro

22. Future Agenda Items of Note:

May 16, 2023, Council Meeting

Memorial Day

Public Works Week

Rotary of Napa and NCOE Presentation on Spirit Horse

Safe Gambling Student Presentation

Safe Gun Storage Ordinance

LLAD Draft Engineers Report

Proposed FY 23/24 Budget

June 6, 2023, Council Meeting

Juneteenth

LGBTQ Pride Month

Philippine Cultural Month

Final FY 23/24 Budget

LLAD Annual Budget

June 20, 2023, Council Meeting

Fair Housing Napa Valley Annual Report

Napa Housing Authority Annual Report

June 20, 2023, Special Meeting with Open Space, Active Transportation and Sustainability Commission (7:30p)

FY 23/24 Annual Work Plan

June 20, 2023, Special Meeting with Parks and Community Services Commission (8:30p)

FY 23/24 Annual Work Plan

July 4, 2023, Council Meeting Cancelled Due to Fourth of July Holiday

ADJOURNMENT

The meeting was adjourned at 8:58 p.m.

CERTIFICATION

Respectfully Submitted,

Taresa Geilfuss, CMC, City Clerk

William D. Ross
David Schwarz
Kypros G. Hostetter

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#25532
Los Angeles, CA 90025

File Nos: 199/6 & 199/3

May 5, 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

The Honorable Leon Garcia, Chair
and Members of the Board of
Directors
American Canyon Fire Protection District
911 Donaldson Way
American Canyon, CA 94503

Re: Report Upon Return from Closed Session; Virtual Special Joint Meeting; City of
American Canyon; American Canyon Fire Protection District; May 2, 2023

Council and Board Members:

This communication sets forth reportable action, if any, of the May 2, 2023 Joint Special Closed Session Meeting of the City Council (“Council”) of the City of American Canyon (“City”) and the Board of Directors (“Board”) of the American Canyon Fire Protection District (“District”), consistent with Government Code Section 54957.1.

Mayor/Board Chair Leon Garcia called the Joint Meeting to order in Open Session at 4:31 p.m. to determine if there were any public comments on the sole matter agendaized for Closed Session consideration and upon determination that there were no public comments, the Board and Council adjourned to Closed Session at 4:32 p.m.

There was one matter agendaized for City/District Closed Session consideration:

1. Matters Relating to Public Employment Public Employee Performance Evaluations Pursuant to Government Code Section 54957.
Position: City Manager
Position: City Attorney
Position: Fire Chief
Position: District Counsel

With respect to Closed Session Agenda Item No. 1., there was no reportable action under the provisions of Government Code Section 54957.

May 5, 2023

Page 2

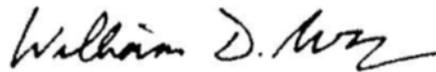
Your Council/Board concluded the Closed Session at 5:08 p.m.

It was indicated that a written report upon return from Closed Session consistent with Government Code Section 54957.1, would be prepared concerning the matters agendaized for Closed Session.

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

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

Very truly yours,

A handwritten signature in black ink, appearing to read "William D. Ross".

William D. Ross
City Attorney

WDR:jf

cc: Jason B. Holley, City Manager
Maria Ojeda, Assistant City Manager
Taresa Geilfuss, City Clerk
Cherri Walton, Deputy City Clerk
Geoff Belyea, District Chief
Martha Banuelos, Fire Executive Assistant/Office Administrator

William D. Ross
David Schwarz
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File No: 199/6

May 4, 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; May 2, 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 May 2, 2023, consistent with Government Code Section 54957.1.

Mayor Leon Garcia called the meeting to order in Open Session at 5:33 p.m. and upon concluding that there were no public comments on Closed Session matters, adjourned to Closed Session at 5:33 p.m.

There were three matters agendized for City Closed Session consideration.

1. Matters Relating to Public Employment Public Employee Performance Evaluation
Pursuant to Government Code Section 54957
Position: Jason Holley, City Manager
2. Conference with Legal Counsel - Anticipated Litigation
Authorized pursuant to Government Code Section 54956.9(d)(2)
One Matter
3. Conference with Legal Counsel – Existing Litigation pursuant to
Government Code Section 54956.9(d)(1):

The Honorable Leon Garcia, Mayor
and Members of the City Council
May 4, 2023
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- a. *American Canyon I, LLC v. Napa Valley Unified School District* (Napa County Superior Court Case No. 22CV001145).
- b. *City of American Canyon v. City of Vallejo, et al.* (Sacramento Superior Court Case No. 34-2022-00327471).
- c. *City of American Canyon v. Leon Dale Schmidt*, (Napa County Superior Court Case No. 22CV001041).
- d. *Center for Biological Diversity v. City of American Canyon et al.*, Napa County Superior Court Case No. 23CV000511.
- e. *Golden State Environmental Justice Alliance v. City of American Canyon et al.*, Napa County Superior Court Case No. 23CV000510
- f. *City of Vallejo v. City of American Canyon et al.*, Napa County Superior Court Case No. 23CV000517.

With respect to Closed Session Agenda Item No. 1., there was consideration of that matter.

With respect to Closed Session Agenda Item No. 2., specific direction was given to Staff to respond to the offer for settlement of California Trenchless, Inc., to refuse that offer and reaffirm the previous offer for settlement. Except as indicated, there was no other reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(2).

With respect to Closed Session Agenda Item No. 3.a. although there was Council direction, there was no reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(1). It was noted that there was a settlement meeting scheduled for Wednesday, May 3, 2023 at 2:30 p.m. with the Napa Valley Unified School District Superintendent, other School Officials and Counsel and the City Manager, City Attorney and City Planning Director.

With respect to Closed Session Agenda Item No. 3.b., there was no reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(1), except to note that it was related to Closed Session Agenda Item No. 3.d. *Infra*

With respect to Closed Session Agenda Item No. 3.c., although direction was given, there was no reportable action under the common law attorney-client privilege or that provided by Government Code Section 54956.9(d)(1).

The Honorable Leon Garcia, Mayor
and Members of the City Council
May 4, 2023
Page 3

With respect to Closed Session Agenda Item Nos. 3.d., 3.e. and 3.f., although specific direction was given, there was no reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(1), with an exception to Agenda Item No. 3.f., where direction was given (5-0) to appoint two Council representatives, Councilmembers Joseph and Oro, to attempt to meet with two members of the City of Vallejo (“Vallejo”) Council in order to discuss issues associated with Vallejo’s initiation of litigation.

Your Council concluded the Closed Session at 6:33 p.m.

In Open Session, it was indicated that a written report upon return from Closed Session consistent with Government Code Section 54957.1, would be prepared concerning the matters agendaized for Closed Session.

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

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

Very truly yours,



William D. Ross
City Attorney

WDR:jf

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



TITLE

Smoke Free Multi-Unit Housing Ordinance

RECOMMENDATION

Waive final reading, read by title only, and adopt an Ordinance by the City Council of the City of American Canyon amending the American Canyon Municipal Code Chapter 9.04 "Neighborhood Preservation" to prohibit smoking in any unit of a multi-unit residence and any common area of a multi-unit residence in the City of American Canyon.

CONTACT

Brent Cooper, AICP, Community Development Director

BACKGROUND & ANALYSIS

On May 2, 2023, the City Council adopted an ordinance amending the American Canyon Municipal Code Chapter 9.04 "Neighborhood Preservation" to prohibit smoking in any unit of a multi-unit residence and any common area of a multi-unit residence in the City of American Canyon. A copy of the Neighborhood Preservation Ordinance with the addition of smoke-free multiunit standards is included in Attachment 1.

The ordinance was sponsored by the Napa Youth Council and the Napa County Health and Human Services Agency because numerous studies have found that tobacco smoke is a major contributor to indoor air pollution, and that breathing secondhand smoke is a cause of disease, including lung cancer, in nonsmokers. At special risk are elderly people, individuals with cardiovascular disease, and individuals with impaired respiratory function, including asthmatics and those with obstructive airway disease. Adopting the ordinance will bolster efforts to reduce the number of people in American Canyon that die from tobacco-related diseases every year, making it the nation's leading cause of preventable death.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

Enforcement actions associated with the proposed Smoke Free Multi-Unit Ordinance will become a

part of the Code Enforcement service and is included in the current and future fiscal year budgets.

ENVIRONMENTAL REVIEW

Environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (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 and it prevents changes in the environment pending the completion of the contemplated municipal code review.

ATTACHMENTS:

1. [Ordinance - Smoke Free Multi Unit](#)

ORDINANCE NO. 2023-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON AMENDING AMERICAN CANYON MUNICIPAL CODE CHAPTER 9.04 "NEIGHBORHOOD PRESERVATION" TO PROHIBIT SMOKING IN ANY UNIT OF A MULTI-UNIT RESIDENCE AND ANY COMMON AREA OF A MULTI-UNIT RESIDENCE IN THE CITY OF AMERICAN CANYON

WHEREAS, numerous studies have found that tobacco smoke is a major contributor to indoor air pollution, and that breathing secondhand smoke is a cause of disease, including lung cancer, in nonsmokers. At special risk are elderly people, individuals with cardiovascular disease, and individuals with impaired respiratory function, including asthmatics and those with obstructive airway disease); and

WHEREAS, health hazards induced by breathing secondhand smoke include lung cancer, heart disease, respiratory infection, decreased respiratory function, broncho-constriction, and broncho-spasm; and

WHEREAS, more than 440,000 people die in the United States from tobacco-related diseases every year, making it the nation's leading cause of preventable death; and

WHEREAS, the United States Environmental Protection Agency has found secondhand smoke to be a risk to public health and has classified secondhand smoke as a Group "A" carcinogen, the most dangerous class of carcinogen; and

WHEREAS, the U.S. Surgeon General has concluded that there is no risk-free level of exposure to secondhand smoke; and

WHEREAS, just 30 minutes of exposure to secondhand smoke is sufficient to damage blood vessels in a healthy nonsmoker; and

WHEREAS, the California Air Resources Board has put secondhand smoke in the same category as the most toxic automotive and industrial air pollutants by categorizing it as a toxic air contaminant for which there is no safe level of exposure; and

WHEREAS, secondhand smoke exposure adversely affects fetal growth with elevated risk of low birth weight and increased risk of Sudden Infant Death Syndrome in infants of mothers who smoke; and

WHEREAS, in the United States, secondhand smoke is thought to cause about 46,000 heart disease deaths each year; and

WHEREAS, secondhand smoke can seep under doorways and through wall cracks; and

WHEREAS, the only way to fully protect nonsmokers from secondhand smoke is to completely eliminate smoking in indoor spaces. Separating smokers from nonsmokers, cleaning the air, and ventilating buildings cannot completely eliminate exposure to secondhand smoke; and

WHEREAS, cigarette butts pose a health threat to children. Small children who had ingested cigarette butts exhibited symptoms of illness such as spontaneous vomiting, nausea, lethargy, and gagging; and

WHEREAS, cigarette butts are a major and persistent source of litter. In the last 25 years of coastal clean-ups, cigarette and cigarette filters ranked as the number one source of waste comprising nearly 32% of all collected litter items; and

WHEREAS, electronic smoking devices and other unapproved nicotine delivery products have a high appeal to youth due to their high tech design and availability in child-friendly flavors like cotton candy, bubble gum, chocolate chip cookie dough and cookies and cream milkshake; and

WHEREAS, a CDC study showed that in 2011 4.7% of all high school students had tried e-cigarettes and that in 2012 that percentage more than doubled to 10.0% of all high school students; and

WHEREAS, nonsmokers who live in multiunit dwellings can be exposed to neighbors' secondhand smoke, as evidenced by the following:

- Residents of multiunit housing have higher levels of cotinine (a biomarker for nicotine) in their blood and saliva than those living in detached houses;ⁱ
- Among children who live in homes in which no one smokes indoors, those who live in multiunit housing have 45% higher cotinine levels than children who live in detached houses;ⁱⁱ
- Twelve studies have found between 26% and 64% of residents of multiunit housing report secondhand smoke drifting into their home;ⁱ
- Surveys have found that 65% to 90% of multiunit housing residents who experience secondhand smoke in their home are bothered by it,³⁶ and a 2019–2020 survey documented variations in secondhand smoke source among multiunit housing residents in Los Angeles County, who reported secondhand smoke exposure from tobacco (39%), marijuana (36%), and e-cigarettes (9%);ⁱⁱⁱ
- Between 44.0% and 46.2% of Californians living in multiunit housing with personal smoke-free home policies are exposed to secondhand smoke in their home;^{iv} and

WHEREAS, harmful residues from tobacco smoke can be absorbed by and cling to virtually all indoor surfaces long after smoking has stopped and then be emitted back into the air, making this “thirdhand smoke” a potential health hazard, as evidenced by the following:

- Thirdhand smoke contains carcinogenic materials that accumulate over time, presenting a health hazard long after the initial smoke is gone;^v
- Studies consistently find that thirdhand smoke remains months after nonsmokers have moved into units where smokers previously lived,^{vi} and a recent study documents that it can remain in units for years;^{vii}
- Human exposure to these thirdhand smoke carcinogens can occur through inhalation, ingestion, or skin absorption through contact with carpeting, furnishings, or clothing;^{viii}
- Thirdhand smoke potentially poses the greatest danger to infants and toddlers, who crawl on rugs and furnishings and place household items in their mouths;^{viii}
- Nonsmoking people who are exposed to thirdhand smoke have significantly higher nicotine and cotinine levels than those who have not been exposed to thirdhand smoke;^{vi}
- Research has shown that thirdhand smoke damages human cellular DNA^{45, ix} and is carcinogenic at exposure levels relevant to residents of multiunit housing;^x and

WHEREAS, secondhand smoke in multiunit housing is a significant threat to the health and safety of California children, as evidenced by the following:

- About a quarter of those who live in multiunit housing (25.2%) are under the age of 18;iv
- The home is the primary source of secondhand smoke exposure for children;
- A national survey found that 56.4% of U.S. youth living in apartment units in which no one smokes have elevated blood cotinine levels above 0.05 ng/mL, indicating they have been exposed to potentially dangerous levels of secondhand smoke;ii
- The same survey also found that children who live in homes in which no one smokes indoors have 45% higher cotinine levels if they live in apartments compared with detached homes;ii and

WHEREAS, research demonstrates that a majority of adults supports smoke-free policies in multiunit residences, as evidenced by the following:

- 73.7% of U.S. adults surveyed favor smoke-free public housing;^{xi}
- 63.5% of Californians surveyed favor restricting smoking inside apartment units;^{xii} and

WHEREAS, there are significant savings from adopting a smoke-free multiunit housing policy, as evidenced by the following:

- Prior to implementation, the U.S. Department of Housing and Urban Development’s smoke-free public housing policy was conservatively estimated to produce an annual savings of 4 to 8 million dollars a year for U.S. public housing authorities in renovation-related costs,^{xiii} and 30 to 109 million dollars per year in health care costs in California alone;^{xiv}
- Implementing statewide smoke-free policies in multiunit housing property would save property owners in California an estimated \$18.1 million in renovation expenses each year;^{xv} and

WHEREAS, smoke-free multiunit housing policies have been shown to have a meaningful impact on public health, as evidence by the following:

- An estimated 268% of Californians (or 10.17.3 million people) live in multiunit housing;^{xvi}
- The U.S. Surgeon General has concluded that eliminating smoking in indoor spaces is the only way to fully protect nonsmokers from secondhand smoke exposure; and that separating smokers from nonsmokers, cleaning the air, and ventilating buildings cannot completely prevent secondhand smoke exposure;^{xvii}
- Smoke-free housing policies resulted in a 24% reduction in self-reported exposure to secondhand smoke exposure among racially and ethnically diverse seniors living in low-income multiunit housing properties;^{xviii} and

WHEREAS, a duly-noticed public hearing was held by the City of American Canyon City Council on May 2, 2023 on the subject ordinance, at which time all those in attendance were given the opportunity to speak on this proposal and to submit comments.

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

SECTION 1: That smoking in all its forms in multiunit living environments is a nuisance.

SECTION 2: The purpose of this ordinance is to: (1) protect the public health and welfare by prohibiting smoking in any unit of a multi-unit residence and any common area of a multi-unit residence because there is no risk-free level of exposure to secondhand smoke, and (2) guarantee the right of nonsmokers to breathe smoke-free air at their place of residence.

SECTION 3: Amend American Canyon Municipal Code Chapter 9.04 “Neighborhood Preservation” as follows:

Chapter 9.04 NEIGHBORHOOD PRESERVATION

(All Content Displayed)

- 9.04.010 Findings and determination.
- 9.04.020 Declaration of public nuisances.
- 9.04.030 Chapter not exclusive.
- 9.04.040 Classification of nuisances.
- 9.04.050 Inspection.
- 9.04.060 Summary abatement of immediate dangers.
- 9.04.070 Notice to abate public nuisance.
- 9.04.080 Request for hearing.
- 9.04.090 Hearing by the city council.
- 9.04.100 Decision of the city council.
- 9.04.110 Limitation on filing judicial action.
- 9.04.120 Abatement by property owner.
- 9.04.130 Abatement by the city.
- 9.04.140 Record of cost of abatement notice and hearing to confirm.
- 9.04.150 Assessment lien.
- 9.04.160 Nuisance abatement lien.
- 9.04.170 Alternative actions available.

- [9.04.180 Violations—Penalties.](#)

9.04.010 Findings and determination.

The city council finds and determines that the restrictions in this chapter are necessary to promote the health, safety and general welfare of the public; to protect the integrity and character of residential neighborhoods and districts; to protect the appearance of the Highway 29 corridor; to prevent the devaluation of property values; and, to enhance and protect the livability, social and economic conditions of the city. (Ord. 94-07 § 1, 1994)

9.04.020 Declaration of public nuisances.

A. Any property, building or other improvements found to be maintained in violation of any one or more of the provisions of Section [9.04.040](#) of this chapter is declared to constitute a public nuisance and shall be abated by rehabilitation, repair, removal or demolition pursuant to the procedures set forth in this chapter.

B. Any property, building, or other improvement found to be maintained in such condition as to constitute a public nuisance as defined anywhere in this code, the statutes of the state of California or in the common law is declared to constitute a public nuisance subject to abatement under the procedures in this chapter. (Ord. 94-07 § 1, 1994)

9.04.030 Chapter not exclusive.

A. This chapter does not exclusively regulate the conditions and use of property within the city. This chapter shall supplement and be in addition to other provisions of this code and to other statutes, ordinances or regulations existing or subsequently enacted by the city, the state or any other legal entity or agency having jurisdiction.

B. The procedures for abatement set forth in this chapter are not exclusive and are in addition to any other provisions provided in this code or by state law for the abatement of public nuisances. (Ord. 94-07 § 1, 1994)

9.04.040 Classification of nuisances.

It is unlawful for any person owning, leasing, occupying, or having charge or possession of any property in the city to maintain or permit such property to be maintained in such a manner that any of the following conditions are found to exist thereon and to be of such magnitude as to be injurious or potentially injurious to the public health, safety and welfare or to have a tendency to degrade the appearance and property values of surrounding property or to cause damage to public rights-of-way:

A. Property Conditions.

1. Overgrown, diseased, dead or decayed trees, weeds or other vegetation which:

a. Constitute a fire hazard or a condition considered dangerous to the public health, safety and general welfare due to a variety of factors, including, but not limited to, impairment of vehicular traffic or obstruction of vehicular line of sight or the ability to clearly observe safety signs and signals,

b. Are likely to harbor rats, vermin or other pests. This provision identifies conditions which may be deemed to constitute a nuisance within portions of the city that are partially or fully developed because of the potential to adversely affect the public health, safety and welfare and to degrade the appearance and property values of surrounding property. Due to the diminished potential for such adverse effects, such condition would not constitute a nuisance when existing on grazing lands or large undeveloped parcels except when such conditions exist on properties immediately adjacent to developed property. American Canyon fire protection district standards for weed abatement continue to apply to property city-wide;

2. Accumulations of debris, rubbish and trash in the front or side yard areas visible from the public right-of-way or which constitute a health or fire hazard;

3. Storage, as to be visible at ground level from a public street or adjoining property for unreasonable periods or as a part of a continuing practice, any of the following:

a. Abandoned, inoperative, wrecked or dismantled motor vehicles of any kind, and abandoned, inoperative, wrecked or dismantled trailers, campers or boats,

b. Broken or discarded household furnishings and fixtures, appliances, boxes and cartons, play equipment, toys and similar materials,

c. Discarded, wrecked or inoperable machinery and tools,

d. Salvage materials, scrap metal or building and construction materials, including, but not limited to, dirt, sand, gravel, concrete, tile, rocks, bricks, and similar materials except when associated with agricultural uses or ongoing landscape projects;

4. Garbage or trash cans which cause offensive odors to neighbors or containers stored in front or side yards, which are visible from public streets unless all of the following conditions exist: a) The garbage/trash container(s) are stored within a defined area that is maintained in a neat and orderly condition, b) all trash is stored completely within a designated container, the container is covered, and no trash has spilled over or has fallen on the ground in the immediately surrounding area, and c) the trash cans/containers are stored behind the front wall plane of the dwelling;

5. Conditions which, due to their accessibility to the public, may prove hazardous or dangerous, including, but not limited to:

a. Unused and/or broken equipment such as ice boxes and refrigerators,

b. Abandoned wells, shafts or basements,

c. Hazardous or unprotected pools, pits, ponds or excavations,

- d. Machinery which is inadequately secured or protected,
 - e. Accumulations of lumber, refuse and waste matter, or discarded materials, including, but not limited to, building and construction materials;
6. Parking or storing construction equipment or machinery except during excavation, construction or demolition operations conducted pursuant to a building or grading permit or when associated with ongoing agricultural/noncommercial landscaping activities;
7. Parking of any motor vehicle, including a recreational vehicle, trailer, camper or boat on lawns or other landscaped areas within portions of the property visible from a public street where such areas are not paved or otherwise surfaced to allow parking. Allowable surface materials may include gravel, brick, grasscrete, concrete pavers, or similar materials that define the parking area and minimize erosion potential;
8. Parking of any motor vehicle, including a recreational vehicle, trailer, camper or boat on property adjacent to Highway 29 for the purpose of offering the same for sale to the general public where a “for sale” or similar sign is displayed on or in the vehicle, trailer, camper or boat which is visible to traffic on Highway 29 and constitutes or tends to constitute a traffic safety hazard or an unsightly appearance;
9. Smoking in any dwelling unit of a multi-unit residence and any common area of a multi-unit residence.
- i. "Smoke" or "smoking" "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device. Smoking does not include the use of traditional, sacred tobacco as part of an Indigenous practice or a lawfully recognized religious, spiritual, or cultural ceremony or practice.
 - ii. "Common area of multi-unit residence" means any enclosed area or unenclosed area that may be used by more than the residents of a single unit or room, including but not limited to shared lobbies, courtyards, lounges, hallways, elevators, stairs, community rooms, playgrounds, gym facilities, swimming pools, parking garages, parking lots, living and dining areas, kitchens, bathrooms, laundry rooms, lobbies, waiting rooms, and television rooms.
 - iii. "Dwelling Unit" means one or more rooms designed for residential use by a single household that contain cooking, living, sanitary, and sleeping facilities and that are physically separated from any other rooms or dwelling units that may be in the same structure. "Dwelling Unit" for purposes of smoking prohibition does not encompass hotels, motels, dormitories, campgrounds, rented single family housing, and manufactured housing parks.
 - iv. "Multiunit Residence" means a building or portion thereof designed or used for residential occupancy by two or more households in separate dwelling units.

B. Structural Conditions. Structures or buildings, both permanent and temporary, or other improvements, including, but not limited to walls and fences, which are subject to any of the following conditions:

1. Are structurally unsafe, either entirely or in part;
2. Constitute a fire hazard;
3. Have a faulty weather protection, including but not limited to crumbling, cracked, missing broken or loose exterior plaster or other siding, roofs, foundations or floors (including lack of paint or other protective finish), broken or missing windows or doors;
4. Have dry rot or warped materials, or are infested with termites;
5. Are abandoned, partially destroyed or left unreasonably in a state of partial construction. State of partial construction means building and structures which are partially constructed when the building permit for such construction has expired;
6. Are unoccupied and have been left unlocked or otherwise open or unsecured from intrusion by persons, animals or the elements;
7. Have exterior walls, fences, driveways or sidewalks which are in hazardous condition, hinder free access to public sidewalks or are in a state of disrepair as to be unsightly. (Ord. 94-07 § 1, 1994)

9.04.050 Inspection.

A. Authorized Representatives. The city manager and the community development director or their designated representatives are authorized to make inspections and take such actions as may be required by this chapter to abate public nuisances.

B. Inspection of Premises. Whenever there is a reasonable cause to believe that a condition, activity or use of property exists which constitutes a public nuisance, the city manager or community development director or a designated representative may seek to enter the premises at a reasonable time for the purpose of inspection. If the premises are occupied, entry shall be requested and proper credentials shall be presented. If the premises are unoccupied, a reasonable effort shall be made to locate the property owner. If entry is refused or if the property cannot be located, a twenty-four written notice of intent to inspect shall be left at the premises. The notice shall state that the property owner or occupant of the property has the right to refuse entry and if such entry is refused, the city may seek assistance from a court of competent jurisdiction to obtain entry to inspect the premises. (Ord. 94-07 § 1, 1994)

9.04.060 Summary abatement of immediate dangers.

Whenever any condition on or use of property causes or constitutes or reasonably appears to cause or constitute an imminent or immediate danger to the health or safety of the public or a significant portion thereof, the city manager or designee may order, without notice or judicial action, the

immediate abatement of the public nuisance. The expense of such abatement shall be collectible as provided in this chapter. (Ord. 94-07 § 1, 1994)

9.04.070 Notice to abate public nuisance.

A. Contents of Notice. Whenever the city manager or the community development director or designee finds that a nuisance, as declared in Section 9.04.030, exists on any property located within the city, the owner and any tenant or occupant or other person having charge or possession of the property shall receive a written notice. The notice shall:

1. Describe the property sufficient to identify the location of the public nuisance;
2. Identify the nuisance and reference the section(s) of this code that have been violated;
3. Direct abatement of the nuisance by a specified date;
4. State the available methods of abatement;
5. Contain a statement of the hearing rights of the owner or occupant of the property on which any public nuisance is located; and
6. Indicate that if no request for hearing is made or that if after a hearing an order of abatement is issued, and the nuisance is not properly abated, then the city may abate the nuisance and charge the expenses as a personal obligation and/or a special assessment or lien against the property.

The amount of time allowed to abate a nuisance shall be determined by considering the severity of nuisance and its effect on the health, safety, welfare and aesthetics of the community.

B. Service of Notice. A notice to abate shall be mailed, by registered or certified mail, to the owner and occupant of property, or shall be served upon the owner or occupant in person. The notification shall be sent to the owner at the address appearing on the latest tax assessment roll and if there is no such address, then in care of the property address. In addition to personal service or service by registered or certified mail, notice to abate shall be posted on two conspicuous places on the affected property attested to by affidavit of city official. Service shall be deemed complete at the time the notice is personally served or deposited in the mail with the correct amount of postage affixed and is posted on the affected property as described. The failure of any owner or other person to receive such notice shall not affect in any manner the validity of any proceedings taken pursuant to this chapter.

C. Property Owner Definition. The term "property owner" or "owner" as used in this chapter, shall mean the owner or owners of record of real property as shown on the last Napa County equalized assessment roll or supplemental roll, whichever is more current. (Ord. 94-07 § 1, 1994)

9.04.080 Request for hearing.

The city council shall hold a public hearing to determine that a public nuisance exists upon the written request of the owner or occupant of the property for which a notice to abate has been issued. The

request shall be made to the city clerk within ten days from the date of personal service or within fifteen days from the date of mailing of the notice to abate. The request for hearing shall state the grounds upon which the hearing is requested. The matter shall be scheduled for hearing and the city clerk shall notify the owner or occupant requesting the hearing of the same, not less than five days prior to such hearing, unless such notice is waived in writing by the person requesting the hearing. (Ord. 94-07 § 1, 1994)

9.04.090 Hearing by the city council.

At the time and place stated in the notice of public hearing, the city council shall hear and consider all relevant evidence, objections or protests, and shall receive testimony from owners, occupants, witnesses, city personnel and interested persons relative to the alleged public nuisance and to the proposed abatement measures. The hearing may be continued from time to time. (Ord. 94-07 § 1, 1994)

9.04.100 Decision of the city council.

A. Following the public hearing, the city council shall consider all evidence and determine whether the property, or any part of the property, constitutes a public nuisance as alleged. If the city council finds that a public nuisance does exist and that there is sufficient cause to abate the nuisance, the city council shall prepare a statement of findings and an order, which shall specify the nature of the nuisance, and order the owner or other person having charge or control of the premises to abate the nuisance, the method of abatement and the time within which the work shall be commenced and completed.

B. A copy of the statement of findings and order shall be served on the property owner and any occupant in the manner provided in Section [9.04.110](#). (Ord. 94-07 § 1, 1994)

9.04.110 Limitation on filing judicial action.

Action to review the city council statement of findings and order shall be commenced within thirty days of the date of service of the statement of findings and order and the same shall contain the statement advising of this time limit on seeking court review. After the expiration of thirty days from the date of service of the statement of findings and order, all objections to the decision shall be deemed waived. (Ord. 94-07 § 1, 1994)

9.04.120 Abatement by property owner.

The property owner, or person having charge or control of the property, may at their own expense abate the nuisance as prescribed by the notice to abate or the order of the city council, if any, prior to the expiration of the abatement period set forth in the notice or the order. If and when an owner or occupant undertakes to abate any such nuisance, the community development director or designated representative may impose such conditions as are necessary to protect the public health, safety and welfare. Any necessary permits and/or approvals shall be obtained by the owner or occupant. After the property has been inspected by the community development director or designated representative, and the nuisance has been fully abated in accordance with the notice to abate or order, the proceedings

shall terminate. The city manager or the community development director or designated representative may extend the abatement period specified in the notice to abate or any order to abate upon a showing of good cause. (Ord. 94-07 § 1, 1994)

9.04.130 Abatement by the city.

A. Failure to Abate. If a declared nuisance is not completely abated by the owner or person having charge or control of the property within the time prescribed in the notice to abate or after a public hearing, in the city council order, if any, the city manager or designee shall cause the same to be abated by city employees or private contract. The city manager or designated representative is expressly authorized to enter upon the property for the purpose of abating the nuisance.

B. Abatement of Motor Vehicles. Abatement of any motor vehicle registered or subject to registration with the Department of Motor Vehicles shall be carried out in conformance with the provisions of the [Vehicle Code](#) and Ordinance No. 92-19 of the city establishing the American Canyon traffic code and any amendments thereto.

C. Cost of Abatement Constitute Civil Debt. Upon the abatement of the public nuisance, or any portion thereof, by the city, all the costs, including incidental expenses shall be a civil debt owing to the city jointly and severally by the persons who have been given notice as provided in this chapter, except for any persons which the city council concludes pursuant to proof at the hearing to confirm the costs of abatement are not persons properly charged with responsibility of abatement. The costs shall be billed to the owner or occupant and shall be collectible in the same manner as any other civil debt owing the city. (Ord. 94-07 § 1, 1994)

9.04.140 Record of cost of abatement notice and hearing to confirm.

A. The city manager or designee shall keep an account of the costs, including incidental expenses, of abating such public nuisance on each separate lot or parcel of land where the work is done by the city and shall render an itemized report in writing to the city council showing the cost of abatement, including the rehabilitation, demolition or repair of said property, including any salvage value relating thereto; provided that before said report is submitted to the city council, a copy of the same together with a notice of the time when said report shall be heard by the city council for confirmation, shall be served upon the owner of the property in accordance with the provisions of Section [9.04.070](#) of this chapter at least ten days prior to submitting the same to the city council. Proof of said service shall be made by affidavit filed with the city clerk.

B. At the time fixed for hearing, the city council shall consider the correctness or reasonableness of the costs included in the accounting together with any protests or objections as may be offered against it, and shall correct, modify or amend the same, after which, by motion, the accounting as submitted, corrected, modified or amended shall be confirmed. The hearing may be continued from time to time.

C. The term "incidental expenses" means and includes, but is not limited to, the personnel costs, both direct and indirect, including attorneys' fees, costs incurred in documenting the nuisance, the actual expenses and costs of the city in the preparation of notices, specifications and contracts, and in inspecting the work, and the costs of printing and mailing required hereunder. (Ord. 94-07 § 1, 1994)

9.04.150 Assessment lien.

A. The total cost for abating such nuisance, as confirmed, by the city council, shall constitute a special assessment against the respective lot or parcel of land to which it relates, and upon recordation in the office of the county recorder of a notice of lien, as so made and confirmed, shall constitute a lien on said property for the amount of such assessment.

B. After such confirmation and recordation, a certified copy of the city council’s decision confirming the abatement costs shall be filed with the Napa County auditor-controller on or before August 1st each year, whereupon, it shall be the duty of the county auditor-controller to add the amounts of the respective assessments to the next regular tax bill levied against said respective lots and parcels of land for municipal purposes and thereafter said amounts shall be collected at the same time and in the same manner as ordinary taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to such special assessments.

C. In the alternative, after such recordation, such lien may be foreclosed by judicial or other sale in the manner and means provided by law. (Ord. 94-07 § 1, 1994)

9.04.160 Nuisance abatement lien.

As an alternative to the assessment lien procedure contained in Section 9.04.150 the total cost for abating such nuisance, as confirmed by the city council, may be collected pursuant to the procedures set forth in [Government Code](#) Section 38773.1 as a nuisance abatement lien.

A. Prior to the recordation of any nuisance abatement lien, the city shall provide notice of the same to the owner of record of the parcel or lot on which the nuisance is maintained as shown on the last equalized assessment roll or the supplemental roll, whichever is more current.

B. The notice shall be served in the same manner as a summons in a civil action in accordance with Article 3 (commencing with Section 415.10) of Chapter 4 of Title 5 of Part 2 of the [Code of Civil Procedure](#). If the owner of record, after diligent search cannot be found, the notice may be served by posting a copy thereof in a conspicuous place upon the property for a period of ten days and publication thereof in a newspaper of general circulation published in the county of Napa pursuant to [Government Code](#) Section 6062.

C. The notice of nuisance abatement lien shall specify the amount of the lien, that the city is the agency on whose behalf the lien is imposed, the date the notice to abate was served or the date on which the city council issued its order to abate, if any, the street address, legal description and assessor’s parcel number of the parcel on which the lien is imposed, and the name and address of the record owner of the parcel.

D. After recordation of the nuisance abatement lien, the city may foreclose the lien by an action brought by the city for a money judgment. (Ord. 94-07 § 1, 1994)

9.04.170 Alternative actions available.

A. Nothing in this chapter shall be deemed to prevent the city council or the city manager from ordering the city attorney to commence a civil or criminal proceeding to abate a public nuisance under applicable civil or penal code provisions as an alternative to the proceedings as set forth in this chapter.

B. Pursuant to [Government Code](#) Section 38773.7, upon the entry of a second or subsequent civil or criminal judgment within a two-year period finding that property owner is responsible for a public nuisance subject to abatement pursuant to this chapter, the city shall be entitled to an order of the court requiring the owner to pay treble the costs of the abatement. (Ord. 94-07 § 1, 1994)

9.04.180 Violations—Penalties.

A. The owner or other person having charge or control of any property, building or structure who maintains any condition described as a public nuisance in Section [9.04.040](#) or who fails to abate a nuisance within the time periods specified in a notice to abate or any city council order to abate is guilty of an infraction pursuant to Section [1.24.010](#) of this code.

B. Any occupant or person in possession of any such building or structure who fails to vacate such building or structure in accordance with an order given pursuant to this chapter is guilty of an infraction pursuant to Section [1.24.010](#) of this code.

C. Any person who obstructs, impedes or interferes with any authorized representative or agent of the city or with any person who owns or holds any estate or interest in a building which has been ordered to be vacated, repaired, rehabilitated or demolished, or with any person to whom such building has been lawfully sold pursuant to the provision of this code whenever any such person is engaged in proceedings involving the abatement of a nuisance is guilty of an infraction pursuant to Section [1.24.010](#) of this code.

D. Section [1.24.010](#) provides that each day of violation constitutes a separate offense and may be separately punished and that fourth and subsequent violations may be prosecuted as a misdemeanor.

E. Section [9.12.030](#) provides the penalty for any violation of any provision of this chapter. (Ord. 2017-01 § 2, 2017; Ord. 94-07 § 1, 1994)

SECTION 4. CEQA FINDINGS. The City Council finds the municipal code amendment 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 municipal code amendment is not a project under CEQA Regulation Section 15061(b)(3) because it has no potential for causing a significant effect on the environment.

SECTION 5. EFFECTIVE DATE. This ordinance shall become effective effect 30 days after its final passage pursuant to Government Code section 36937.

SECTION 6. SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 7. CUSTODIAN OF RECORDS. The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk’s office located at 4831 Broadway, Suite 201, American Canyon, CA 94503. The custodian of these records is the City Clerk.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of American Canyon, State of California, held on the 2nd day of May, 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 16th day of May, 2023, by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

ATTEST:

Leon Garcia, Mayor
APPROVED AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney

Footnotes:

ⁱ Snyder K, Vick JH, King BA. Smoke-free multiunit housing: a review of the scientific literature. *Tob Control*. 2016;25:9-20. doi:10.1136/tobaccocontrol-2014-051849.

ⁱⁱ Wilson KM, Klein JD, Blumkin AK, Gottlieb M, Winickoff JP. Tobacco smoke exposure in children who live in multiunit housing. *Pediatrics*. 2011;127(1):85-92. doi: 10.1542/peds.2010-2046.

ⁱⁱⁱ Toy P, Yount C, Meng YY, et al. Health at Risk: Policies Are Needed to End Cigarette, Marijuana, and E-Cigarette Secondhand Smoke in Multi-Unit Housing in Los Angeles. Los Angeles, Calif.: UCLA Center for Health Policy Research. 2020. Available at: <http://healthpolicy.ucla.edu/publications/Documents/PDF/2020/Health-at-Risk-policybrief-may2020.pdf>

^{iv} King BA, Babb SD, Tynan MA, Gerzoff RB. National and state estimates of secondhand smoke infiltration among U.S. multiunit housing residents. *Nicotine Tob Res*. 2013; 15(7):1316–1321. doi:10.1093/ntr/nts254.

^v Kuschner WG, Reddy S, Mehrotra N, Paintal HS. Electronic cigarettes and thirdhand tobacco smoke: two emerging health care challenges for the primary care provider. *Int J Gen Med*. 2011; 4:115–20. doi:10.2147/IJGM.S16908.

^{vi} Matt GE, Quintana PJE, Zakarian JM, et al. When smokers move out and non-smokers move in: residential thirdhand smoke pollution and exposure. *Tob Control*. 2011;20(1):e1. doi:10.1136/tc.2010.037382.

^{vii} Matt GE, Quintana PJE, Hoh E, et al. Persistent Tobacco Smoke Residue in Multiunit Housing: Legacy of Permissive Indoor Smoking Policies and Challenges in the Implementation of Smoking Bans. *Prev Med Rep*. 2020;18:101088. doi: 10.1016/j.pmedr.2020.101088.

^{viii} Sleiman M, Gundel LA, Pankow JF, Jacob P, Singer BC, Destailats H. Formation of carcinogens indoors by surface-mediated reactions of nicotine with nitrous acid, leading to potential thirdhand smoke hazards. *Proc Natl Acad Sci U S A*. 2010;107(15):6576–81. doi:10.1073/pnas.0912820107.

^{ix} Hang B, Sarker AH, Havel C, et al. Thirdhand smoke causes DNA damage in human cells. *Mutagenesis*. 2013;28(4):381–91. doi:10.1093/mutage/get013.

^x Hang B, Wang P, Zhao Y, et al. Thirdhand Smoke: Genotoxicity and Carcinogenic Potential. *Chronic Dis Transl Med*. 2019;6(1):27-34. doi: 10.1016/j.cdtm.2019.08.002.

^{xi} Wang TW, Lemos PR, McNabb S, King BA. Attitudes toward Smoke-Free Public Housing among US Adults, 2016. *Am J Prev Med*. 2018 Jan;54(1):113–118. doi: 10.1016/j.amepre.2017.08.026.

^{xii} American Lung Association of California. California Voter and Rural Voter Attitudes About Secondhand Smoke in Multi-Unit Housing: Public Opinion Survey. 2018.

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- ^{xiii} McFarlane A, Djoko Y, Woodward A. Instituting Smoke-Free Public Housing: An Economic Analysis. *Cityscape*. 2017;19(3):435-448. Available at: <https://www.huduser.gov/portal/periodicals/cityscape/vol19num3/ch24.pdf>.
- ^{xiv} King BA, Peck RM, Babb SD. National and State Cost Savings Associated with Prohibiting Smoking in Subsidized and Public Housing in the United States. *Prev Chronic Dis*. 2014;11:E171. doi:10.5888/pcd11.140222.
- ^{xv} Ong MK, Diamant AL, Zhou Q, Park HY, Kaplan RM. Estimates of smoking-related property costs in California multiunit housing. *Am J Public Health*. 2012; 102(3):490–493. doi:10.2105/AJPH.2011.300170.
- ^{xvi} Chambers C, Sung H, Max W. Home Exposure to Secondhand Smoke among People Living in Multiunit Housing and Single Family Housing: A Study of California Adults, 2003–2012. *J Urban Heal*. 2015;92(2):279-90. doi:10.1007/s11524-014-9919-y.
- ^{xvii} U.S. Department of Health and Human Services. The Health Consequences of Involuntary Exposure to Tobacco Smoke. A Report of the Surgeon General. Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health. 2006. Available at: www.cdc.gov/tobacco/data_statistics/sgr/2006/index.htm.
- ^{xviii} Hollar TL, Cook N, Quinn D, Phillips T, DeLuca M. Smoke-free multiunit housing policies show promise in reducing secondhand smoke exposure among racially and ethnically diverse, low-income seniors. *J Immigr Minor Health*. 2017;19(6):1281–1289. doi.org/10.1007/s10903-016-0430-2.



TITLE

Contract Amendment #1 with Robert Half International Inc. for Temporary Staffing Services

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute Amendment #1 to Agreement No. 2022-A148 with Robert Half International Inc.

CONTACT

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

BACKGROUND & ANALYSIS

In October 2022, the City entered into an agreement with Robert Half International Inc. for temporary staffing services to assist with an anticipated extended family leave absence within the Finance Department. The contract was entered with a maximum amount of \$50,000 and an end date of June 30, 2023, under the City Manager's authority using previously budgeted funds.

While that immediate need has been satisfied, the Finance Department now has a vacant position and a prolonged need for additional staff support through Fiscal Year 2023-2024. In addition, the Parks and Recreation Department identified a need for additional administrative support due to a recent vacancy.

Staff requests authority to increase the total amount of the contract by \$108,000 for a total contract not to exceed \$158,000, and to increase the length of the contract through June 30, 2024.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

Sufficient budgeted funds are available due to salary savings, for Temporary Agency Services in the Finance and Parks and Recreation departments to cover the expenses for the balance of Fiscal Year 2022-23 and Fiscal Year 2023-24.

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 - Robert Half](#)
2. [Exhibit A - Amendment #1 to Contract with Robert Half International Inc.](#)

RESOLUTION NO. 2023-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON
AUTHORING THE CITY MANAGER TO EXECUTE AMENDMENT #1 TO
AGREEMENT NO. 2022-A148 WITH ROBERT HALF INTERNATIONAL INC.**

WHEREAS, utilizing temporary staffing services agencies is a cost-effective way to supplement Regular and Temporary staffing during periods when sufficient City staff is unavailable due to anticipated extended absences or unanticipated staff turnover; and

WHEREAS, on October 5, 2022, the City entered into an Agreement for Temporary Staffing Services with Robert Half International Inc., in an amount not to exceed \$50,000 under the City Manager’s authority to provide staff services during an anticipated extended staff absence in the Finance Department; and

WHEREAS, the Finance Department and the Parks and Recreation Department identified an ongoing need for additional staff support through the balance of FY 2022-2023 and FY 2023-24 in an amount of \$118,000; and

WHEREAS, sufficient funds exist in FY 2022-23 and FY 2023-24 in Fund 100 account 100-20-230-42180 and account 100-70-710-42180; and

WHEREAS, Amendment #1 to Agreement No. 2022-A148 would establish a total not to exceed amount of \$158,000, and extend the contract through June 30, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon does hereby authorize the City Manager to execute amendment #1 to Agreement No. 2022-A148 with Robert Half International Inc., attached hereto as Exhibit “A”.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 16st day of May 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

CITY OF AMERICAN CANYON AGREEMENT NO. 2023-_____

AMENDMENT #1 TO AGREEMENT NO. 2022-A148 TO THE CITY OF AMERICAN CANYON STANDARD AGREEMENT FOR TEMPORARY STAFFING SERVICES WITH ROBERT HALF INTERNATIONAL INC.,

RECITALS

1. The City of American Canyon (“CITY”) and Robert Half International Inc., have entered into an Agreement dated October 5, 2022.
2. The Agreement provides for amendments to perform specific tasks under a specific scope of services that may arise during the term of the agreement.

NOW, THEREFORE, CITY and ROBERT HALF INTERNATIONAL INC., agree as follows:

1.00 SERVICES AND COMPENSATION

ROBERT HALF INTERNATIONAL INC. agrees to provide services as listed in Attachment “A” to increase the contract amount for additional services in the amount of \$118,000 for a total not to exceed contract amount of \$ 168,000.

2.00 TIME OF PERFORMANCE

The services covered by this Amendment shall be performed or provided by June 30, 2024.

3.00 REMAINING PROVISIONS

All other terms of the October 5, 2022, Agreement remain in full force and effect.

Executed on _____, 2023, at American Canyon, California.

CITY:

ROBERT HALF INTERNATIONAL INC.:

By: _____
Jason B. Holley
City Manager

By: _____
Sarah Cush
Vice President



TITLE

Napa County Animal and Licensing Services Agreement

RECOMMENDATION

Adopt a Resolution approving Amendment 7 to Napa County Agreement No. 170919B between the City of American Canyon and the Napa County Sheriff's Office for animal and licensing services for the period of July 1, 2023, through June 30, 2024.

CONTACT

Maria Ojeda, Assistant City Manager

BACKGROUND & ANALYSIS

In 1996, the City of American Canyon entered into an agreement with the Napa County Sheriff's Office (NSO) to provide Animal Control Services to American Canyon. This agreement is separate from the Law Enforcement Services agreement provided by the Napa County Sheriff's Office that provides police service to the City and is also separate from the Napa County Animal Shelter agreement, as the Napa County animal shelter is not part of the Sheriff's Department.

For Animal Control Field Services, the NSO Animal Services Bureau is comprised of 1 Sergeant (sworn), 1 senior Animal Services Officer (ASO), and 5 additional ASOs. These officers have specialized training, vehicles, and equipment to handle a large variety of animal related calls for services, to include the capturing of animals, finding owners for re-unification, transporting animals to the shelter, and transporting to a veterinary hospital. Often, they serve as the injured animal "ambulance" services. They have enforcement authority related to animal vaccination requirements, licensing requirements, leash laws, and animal neglect/abuse statutes. The ASO officers also assist the Police Department with animals in traffic incidents, vicious animal investigations, animal cruelty investigations, and wildlife related calls that impact neighborhood or community safety. ASO officers are available seven (7) days a week, Monday through Friday from 8:00 a.m. until 1 hour after sunset, Saturday and Sunday from 8:00 a.m. to 5:00 p.m., Holidays on - call/stand-by and at least on call at all other times.

In 2020, the City of American Canyon approved Amendment 6 of the Agreement, for the period of July 1, 2020 through June 30, 2023. That term included rates of \$51,401 for Fiscal Year 2020-2021, \$52,943 for Fiscal Year 2021-2022, and \$54,531 for Fiscal Year 2022-2023. The cost for Animal

Control Services for Fiscal year 2023/24 will be \$62,970, an increase of \$8,439.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

The contract cost for Animal Control Services will be \$62,970. This amount is included as part of the 2023/2024 Budget.

ENVIRONMENTAL REVIEW

Approval of Amendment 7 of Napa County Agreement No. 170919B is not a "project" as defined by the California Environmental Quality Act.

ATTACHMENTS:

- [1. Resolution - Animal Control Services](#)
- [2. Animal Control Services Contract](#)

RESOLUTION NO. 2023-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON,
AUTHORIZING THE CITY MANGER TO SIGN AMENDEMENT # 7, NAPA COUNTY
AGREEMENT NO. 170919B WITH THE NAPA COUNTY SHERIFF’S OFFICE FOR ANIMAL
LICENSING SERVICES FOR THE PERIOD OF JULY 1, 2023 THROUGH JUNE 30, 2024**

WHEREAS, the County of Napa Sheriff's Office has provided the City of American Canyon with Animal Control Services since 1996; and

WHEREAS, the County has experienced increases in salaries/benefits and fuel cost since 2020; and

WHEREAS, the City is satisfied with the Animal Control Services provided by the Napa County Sheriff’s Office and wishing to continue the contract for services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon authorizes the City Manager to sign Amendment #7 Napa County Agreement No. 170919B with the Napa County Sheriff's Office for animal and licensing services for the period of July 1, 2023 through June 30, 2024.

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

AMENDMENT NO. 7

**NAPA COUNTY AGREEMENT NO. 170919B
CITY OF AMERICAN CANYON AGREEMENT NO. 2003-28**

**AGREEMENT FOR ANIMAL AND LICENSING SERVICES BETWEEN THE
COUNTY OF NAPA AND THE CITY OF AMERICAN CANYON, CALIFORNIA**

THIS AMENDMENT NO. 7 (“Amendment”) to NAPA COUNTY AGREEMENT NO. 170919B, CITY OF AMERICAN CANYON AGREEMENT NO. 2003-28 (“Agreement”), is made and entered into as of this 1st day of July, 2023, by and between the NAPA COUNTY, a political subdivision of the State of California (hereinafter referred to as “COUNTY”), and the CITY OF AMERICAN CANYON, a municipal corporation of the State of California (hereinafter referred to as “CITY”).

RECITALS

WHEREAS, COUNTY presently provides certain animal services to CITY under the Agreement between the parties; and

WHEREAS, the parties desire to modify the annual compensation for the services provided under the Agreement commencing July 1, 2023.

TERMS

NOW, THEREFORE, CITY and COUNTY amend the Agreement as follows:

- A. Paragraph 4 of the Agreement is amended to read as follows:
 - 4. **Compensation.** In consideration of COUNTY's fulfillment of the promised work, CITY shall pay COUNTY at the rate of Sixty-Two Thousand Nine Hundred Seventy Dollars (\$62,970) for Fiscal Year 2023-2024. COUNTY shall retain those fees described in Exhibit “B-7” attached hereto and incorporated herein by reference.
- B. Exhibit “A-7,” relating to Scope of Services, is attached hereto and is incorporated by reference herein. References in the Agreement to Exhibit “A” shall be deemed to mean Exhibit “A-7” for purposes of the obligations of the parties effective as of the date of this Amendment.
- C. Exhibit “B-7,” relating to Compensation and Fees, is attached hereto and is incorporated by reference herein. References in the Agreement to Exhibit “B” shall be deemed to mean Exhibit “B-7” for purposes of the obligations of the parties effective as of the date of this Amendment.
- D. The City has provided notice of non-renewal of the Agreement commencing with the 2024-2025 fiscal year, and accordingly, the Agreement shall be terminated effective June 30, 2024.
- E. All other terms and conditions of the Agreement not amended hereby shall remain in full

force and effect.

F. This Amendment No. 7 shall be effective as of July 1, 2023.

EXECUTED in the County of Napa, State of California as of the day and year first above written.

NAPA COUNTY

By: _____
BELIA RAMOS
Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: S. Darbinian Date: April 11, 2023	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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CITY OF AMERICAN CANYON

By: _____
JASON HOLLEY
City Manager

ATTEST: CHERRI WALTON American Canyon Deputy City Clerk By: _____	APPROVED AS TO FORM: WILLIAM D. ROSS, City Attorney By: _____
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**EXHIBIT “A-7”
SCOPE OF SERVICES**

1. **Services Provided By County.** COUNTY shall enforce the CITY CODE and shall provide to CITY the following services:

a. Animal Control Officers: COUNTY agrees to maintain at least one animal control officer on duty to respond to calls within the CITY area during all regular working hours and at least on call at all other times.

b. Field Services: Field services shall be provided on the following schedule:

Monday through Friday	8:00 A.M. - 1 hr. after sunset
Saturday & Sundays	8:00 A.M. - 5:00 P.M.
Holidays	No regular field services; however on-call/stand-by for emergencies will be available

Field services will be provided as follows:

- (1) Enforcement of dog at large provisions of the Municipal Code
- (2) Routine patrol for stray dogs
- (3) Animal bite investigation
- (4) Injured animal pick-up and treatment
- (5) Stray livestock control
- (6) Enforcement of license and vaccination provisions of the Municipal Code
- (7) Dead animal removal (dogs and cats only; public property only)
- (8) Eradication of rabid or suspected rabid animals
- (9) Assistance to CITY Police including but not limited to:
 - a) Animals in traffic.
 - b) Vicious animal investigations.
 - c) Cruelty investigations.
 - d) Neighborhood Improvement Program.

COUNTY’s Animal Control Officer shall have authority to provide the following field services, but primary responsibility for enforcement shall lie with CITY:

- (1) Enforcement of animal regulations in CITY Parks
- (2) Enforcement of the municipal code leash law provisions.

c. Emergency Field Services:

- (1) Emergency field services will be provided at all times that regular animal shelter and field services are not provided. Emergency field services will be provided by having an animal control officer on on-call or stand-by status.
- (2) Emergency Field Services will be provided as follows:
 - a) Injured animals
 - b) Dog bite investigations

- c) Rabid animals
- d) Traffic hazard
- e) Assistance to CITY Police

2. Parameters of Animal Services to be Provided.

- a. COUNTY's obligation to keep an animal control officer on stand-by is limited to emergency field services.
- b. Regular field services, including patrol, shall be provided by the COUNTY to the CITY on an eight (8) hour basis on Saturdays and Sundays.
- c. **Reports to be provided to the CITY by the COUNTY.** County shall report to CITY quarterly the level of animal services activity with the CITY. Such reports will describe activities undertaken by COUNTY Animal Control officers assigned to work within CITY limits. Reports shall contain:

- Number of CITY cases
- Number of citations
- Number of Hearings (Potentially Dangerous or Vicious Animals)
- Number of bite reports
- Number of warning letters sent
- Number of Correction notices

3. Potentially Dangerous and Vicious Animal Violations Under County Code and Policies.

The City has enacted American Canyon Municipal Code Section 8.05, entitled "Dangerous Animals," which authorizes investigation, enforcement and adjudication of potentially dangerous or vicious animal violations and contains substantively equivalent provisions to the Napa County Code Chapter 6.16. So long as CITY retains Section 8.05 substantially equivalent to Section 6.16, COUNTY shall provide all services relating to investigation, enforcement and adjudication of such matters relating to violations of section 8.05, including provision of a Dangerous Animal Hearing Panel and staffing thereof.

4. Services Not Provided By COUNTY. COUNTY shall not enforce nor provide services to CITY that exceed or extend beyond the current provisions of the Napa County Code, including but not limited to the following:

- a. COUNTY will not enforce any zoning regulations, including those relating to agricultural operations or animal husbandry, or regulations concerning barking or howling dogs or other similar nuisances caused by animals.
- b. COUNTY will not undertake to represent CITY in any judicial or administrative proceedings in relation to CITY's ordinance unless at the time of such representation the provisions of CITY's ordinance are substantively equivalent to the animal control and dangerous animal enforcement and adjudication provisions of Napa County Code Chapter 6.16 as determined by the Napa County Counsel. Notwithstanding the foregoing, COUNTY employees, compelled by a lawful subpoena, will testify as witnesses in judicial or administrative proceedings in which CITY's ordinance may be implicated if not in strict compliance with the COUNTY CODE.

**EXHIBIT “B-7”
COMPENSATION AND FEES**

1. **Annual Compensation for Services.** As CITY desires a service level above what the COUNTY is required to provide by law, CITY shall pay COUNTY at the rate of Sixty-Two Thousand Nine Hundred Seventy Dollars (\$62,970) for Fiscal Year 2023-2024. Payments are to be made quarterly each fiscal year. Said amount is intended to cover the salaries of additional personnel that will include two full-time animal control officers to work within the jurisdictional limits of CITY.
2. **CITY’s Sale of Licenses.** CITY retains the right to develop its own programs to issue dog licenses. COUNTY will allow CITY to retain 25% of the fee collected directly by CITY in the sale of CITY dog licenses.
3. **COUNTY’s Collection of Revenues Sale of Licenses.** COUNTY shall collect and retain all revenues from the COUNTY’s licensing of dogs within CITY limits, and shall also collect and retain all fees and charges (including but not limited to redemption fees) received at the animal shelter in relation to animals that originate within CITY limits.
4. **CITY’s Payment of Veterinarian Bills.** CITY shall pay all veterinarian bills and special care bills for injured animals and for the care of exotic animals outside of the COUNTY Shelter. Any cost recovered for these services by COUNTY shall be credited to CITY.
5. **CITY’s Payment of Veterinarian Bills.** CITY shall pay all veterinarian bills and special care bills for injured animals and for the care of exotic animals outside of the COUNTY Shelter. Any cost recovered for these services by COUNTY shall be credited to CITY.



TITLE

Napa River Ecology Center Project Level Agreement

RECOMMENDATION

Adopt a Resolution increasing the Wetland Restoration Plan (PR20-0300) Project Budget from \$450,000 to \$517,500 and approving a Project Level Agreement with the American Canyon Community and Parks Foundation for an amount not to exceed \$67,500.

CONTACT

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

BACKGROUND & ANALYSIS

For over 20 years the City has envisioned a new home for the Corporation Yard and a new public use for the property located at 205 Wetlands Edge Road. In 2020 the City applied for and received a \$450,000 Measure AA grant from the San Francisco Bay Restoration Authority to develop a Wetlands Restoration Plan to guide restoration, protection, and improvement of the North Slough and Lower Napa River wetlands and uplands along the City's shoreline. The plan includes the feasibility of an Education Center (now named Napa River Ecology Center) at the Corporation Yard Site.

In September 2021, the City and American Canyon Community and Parks Foundation (ACCPF) signed an Exclusive Negotiating Agreement identifying ACCPF as the formal project partner for the Ecology Center. ACCPF has raised seed funding, hired architect and engineering firms, and is ready to move forward with Phase II of the project.

On November 3, 2022, Measure AA grant representatives from the San Francisco Bay Restoration Authority (Authority) visited the City's wetlands restoration project area and offered an additional \$67,500 in grant funding to specifically support ACCPF's further development of the Ecology Center. The City in coordination of ACCPF has updated the grant work plan to reflect the additional scope of work and recommends subcontracting with ACCPF to manage the development portion of the project. On May 1, 2023, the Authority approved the grant amendment for the additional funding.

On September 18, 2018, the American Canyon City Council approved a Memorandum of Understanding (MOU), Agreement regarding the partnership between the City of American Canyon

(City) and American Canyon Community and Parks Foundation (ACCPF). The MOU anticipated project level agreements to frame partnership expectations for specific projects, programs and events within the community. The MOU calls for City Council, and the ACCPF Board of Directors, to approve Project Level Agreements when the value of the project is greater than \$50,000. The ACCPF Board reviewed and approved the Project Level Agreement for the subcontract work planned at the Ecology Center on May 4, 2023.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

The Fiscal Year 2022/2023 Capital Improvement Program established a project budget of \$450,000 for the Wetland Restoration Plan (PR20-0300) with the sole source of funding from Fund 230 Measure AA, a state grant. The San Francisco Bay Authority that manages the Measure AA grant has authorized a grant increase of \$67,500 for a total grant amount of \$517,500; therefore staff recommends that the project budget be increased from \$450,000 to \$517,500.

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 - Wetlands Restoration Plan](#)
2. [Napa Ecology Center Project Level Agreement](#)
3. [ACCPF MOU](#)
4. [Amended Measure AA Grant Agreement](#)
5. [Measure AA Grant Agreement Work Plan](#)

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON INCREASING THE WETLAND RESTORATION PLAN (PR20-0300) PROJECT BUDGET FROM \$450,000 TO \$517,500 AND APPROVING A PROJECT LEVEL AGREEMENT WITH THE AMERICAN CANYON COMMUNITY AND PARKS FOUNDATION FOR AN AMOUNT NOT TO EXCEED \$67,500

WHEREAS, on January 21, 2021, City Council approved Resolution No. 2021-03, approving San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Measure (Measure AA) grant funds from the San Francisco Bay Restoration Authority (Authority) in the amount of \$450,000; and

WHEREAS, Measure AA is funding the American Canyon Wetlands Restoration Plan (PR20-0300) (Project) described in the City's Fiscal Year 2022/23 budget as the North Slough Restoration, Reclamation and Recreation Access Project; and

WHEREAS, the Wetlands Restoration Plan includes the feasibility of an Education Center (now named Napa River Ecology Center) at the City Corporation Yard located at 205 Wetlands Edge Road; and

WHEREAS, in September 2021, the City and American Canyon Community and Parks Foundation (ACCPF) signed an Exclusive Negotiating Agreement identifying ACCPF as the formal project partner for the Ecology Center; and

WHEREAS, on November 3, 2022, Measure AA grant representatives from the San Francisco Bay Restoration Authority (Authority) visited the City's wetlands restoration project area and offered an additional \$67,500 in grant funding to specifically support ACCPF's further development of the Ecology Center; and

WHEREAS, City staff recommends that the project budget be increased from \$450,000 to \$517,500 to reflect the \$67,500 increase of Fund 230 (Measure AA grant); and

WHEREAS, the American Canyon City Council approved a Memorandum of Understanding (MOU), Agreement regarding the partnership between the City and ACCPF which included working on specific projects through Project Level Agreements; and

WHEREAS, the MOU calls for City Council, and the ACCPF Board of Directors, to approve Project Level Agreements when the value of the project is greater than \$50,000; and

WHEREAS, a Project Level Agreement in the amount of \$67,500 has been prepared to reflect the scope of work that ACCPF will be working on in partnership with the City to further development of the Napa River Ecology Center.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby increases the Wetland Restoration Plan (PR20-0300) Project Budget from \$450,000 to \$517,500 with the source of funding being Fund 230 (Measure AA Grant).

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of American Canyon hereby approves a Project Level Agreement with the American Canyon Community and Parks Foundation for an amount not to exceed \$67,500.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 16th day of May, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Leon Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

**PROJECT LEVEL AGREEMENT
CITY OF AMERICAN CANYON AGREEMENT FOR SERVICES
WITH THE AMERICAN CANYON COMMUNITY AND PARKS FOUNDATION**

RECITALS:

WHEREAS, the American Canyon City Council approved a Memorandum of Understanding (MOU), Agreement regarding the partnership between the City of American Canyon (CITY) and American Canyon Community and Parks Foundation (ACCPF), and,

WHEREAS, the MOU anticipates creating Project Level Agreements to frame partnership expectations for specific projects, programs or events; and,

WHEREAS, the MOU calls for City Council, and the Board of Directors, to approve Project Level Agreements when the value of the project is greater than \$50,000 (Section 7); and,

WHEREAS, the ACCPF has exceptional expertise and experience in managing Ecology Center development

WHEREAS, the ACCPF has committed staffing and resources to manage the project

WHEREAS, the City and ACCPF share a common vision for repurposing the Corporation Yard into an Ecology Center

WHEREAS, the addition of the Ecology Center project supports the City's goal of healthy lifestyles and environmental sustainability; and,

WHEREAS, the ACCPF is qualified, able to perform and oversee such efforts as described herein; and

WHEREAS, the ACCPF is agreeable to providing the services on the terms and conditions hereinafter set forth.

NOW THEREFORE, the parties agree as follows:

1. Purpose of Project: Contract with ACCPF for development of the Napa River Ecology Center Project
2. Background: For over 20 years the City has envisioned a new home for the Corporation yard and a new public use for the property located at 205 Wetlands Edge Road. In 2020 the City received a \$450,000 Measure AA grant from the San Francisco Bay Restoration Authority to study Wetlands Restoration and the development of an Education Center (now named Napa River Ecology Center) at the Corporation Yard Site. In September 2021 the City and ACCPF signed an Exclusive Negotiating Agreement identifying ACCPF as the formal project partner. ACCPF has raised seed funding, hired architect and engineering firms, and is ready to move forward with Phase II of the project. On May 1, 2023 the San Francisco Bay Restoration Authority approved an

additional \$67,500 in grant funding to support further development of the Ecology Center. The City wishes to subcontract with ACCPF to manage the project and will dedicate the additional funding to its development.

3. Project Partners:

- a. City of American Canyon
- b. American Canyon Community and Parks Foundation

4. Roles and Responsibilities:

- a. ACCPF is responsible for the following Ecology Center duties:
 - i. Conduct neighborhood and community outreach
 - ii. Conduct partner and program research
 - iii. Prepare various site exhibits and outreach materials
 - iv. Provide project summary including copies of design exhibits, community outreach materials, and displays
 - v. Provide summary of program, partner, and funding alternatives
- b. CITY is responsible for the following duties:
 - i. Reimburse ACCPF for expenses related to task items listed above
 - ii. Support outreach efforts through City marketing channels
 - iii. Provide access to project site for purposes of conducting outreach

5. Contacts:

- a. City:
Allie Ikeda
Parks and Recreation Director
City of American Canyon Parks and Recreation Department
aikeda@cityofamericancanyon.org
- b. City:
Erica Ahmann Smithies
Public Works Director
esmithies@cityofamericancanyon.org

- c. ACCPF
Janelle Sellick
Executive Director
American Canyon Community and Parks Foundation
Janelle@acparks.org

6. Timeline:

- a. May - June 2023 – Neighborhood and Community Outreach
- b. July 2023 – Project Summary
- c. July 2023 – Submit Project Entitlements

7. Staffing:

- a. ACCPF Staff will serve as Project Manager

8. Constraints:

Weather: Weather related issues may occur. These include rain, heat or wind that may cancel or delay a scheduled program.

Funding: ACCPF will make every attempt to provide funding to support ongoing programming. Should funding issues arise ACCPF Executive Director and City Parks and Recreation Director will review and adjust plans as needed.

Measure AA Grant: As a subcontractor to the City, ACCPF will insure that all Measure AA grant requirements as outlined in Exhibit A of this Agreement and subsequent Measure AA agreement amendments are followed.

9. Agreement Change Process: Should the expectations change, the ACCPF Executive Director and Parks and Recreation Director shall confirm changes via email and amend the Project Level Agreement.

10. Insurance: ACCPF shall the following insurance coverages and limits:

- a. Commercial General Liability Insurance: Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees,

attorneys and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

- b. Commercial General Liability – Complete Operations Coverage: Contractor shall maintain and provide completed operations coverage and to the additional insured using ISO form CG 20 37. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.
- c. Workers’ Compensation Insurance: Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
 - i. The Contractor or Consultant makes the following certification, required by section 1861 of the California Labor Code:
 - ii. I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor/Consultant Signature

Agreed to on this day, May _____

Janelle Sellick, Executive Director
American Canyon Community and Parks Foundation

Date

Jason B. Holley, City Manager
City of American Canyon

Date



AGREEMENT NUMBER SFB0021-RA018	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 68-026744	

STANDARD AGREEMENT

(RA 3/2018)

THIS AGREEMENT, made and entered into this 29th day of December, 2020 in the State of California, by and between the San Francisco Bay Restoration Authority, a regional public entity, through its duly appointed

TITLE OF OFFICER ACTING FOR PUBLIC ENTITY Executive Officer	PUBLIC ENTITY San Francisco Bay Restoration Authority	, hereafter called the Authority, and
GRANTEE'S NAME City of American Canyon		, hereafter called the Grantee.

The Grantee and the Authority hereby agree as follows:

SCOPE OF AGREEMENT

Pursuant to the San Francisco Bay Restoration Authority Act, California Government Code 66700-66706, the San Francisco Bay Restoration Authority (“the Authority”) hereby grants to The City of American Canyon (“the grantee”) a sum not to exceed \$450,000 (four hundred fifty thousand dollars), subject to this agreement. The grantee shall use these funds to prepare a Wetlands Restoration Plan, conduct feasibility studies, form a Technical Advisory Committee, and prepare a Monitoring Plan (collectively “the project”) for the North Slough adjacent to the City of American Canyon and Napa River, as shown on Exhibit 1, which is incorporated by reference and attached.

(Continued on following pages)

The provisions on the following pages constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

GRANTOR		GRANTEE	
AGENCY San Francisco Bay Restoration Authority		GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) City of American Canyon	
BY (Authorized Signature) <i>Sam Schuchat</i>	12/29/2020	BY (Authorized Signature) <i>Jason Holley</i>	12/29/2020
PRINTED NAME AND TITLE OF PERSON SIGNING Samuel Schuchat, Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Jason Holley, City Manager	
ADDRESS & PHONE NUMBER 1515 Clay Street, 10th Floor Oakland, CA 94612 Phone: (510) 286-1015		ADDRESS 4381 Broadway Street, Suite 201 American Canyon, CA 94503 Phone: (707) 647-4351	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$450,000.00	PROGRAM/CATEGORY (CODE AND TITLE) Measure AA
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0-	WORK ITEM NUMBER 1777
TOTAL AMOUNT ENCUMBERED TO DATE \$450,000.00	PROJECT NAME American Canyon Wetlands Restoration Plan

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

PRINTED NAME AND TITLE OF PERSON SIGNING Raymond Woo Budget Manager	SIGNATURE DocuSigned by: <i>Raymond Woo</i>	DATE 12/29/2020
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- GRANTEE ACCOUNTING PROJECT MANAGER AGREEMENT FILE

City of American Canyon
Grant Agreement No SFB0021-RA018
Page 2

The project will result in the development of a Wetlands Restoration Plan and a Monitoring Plan. The Wetlands Restoration Plan will summarize opportunities for projects that will protect, restore, and enhance wetland and upland habitat along the City's shoreline in Napa County. The Monitoring Plan will *identify* appropriate monitoring strategies for each project identified in the Wetlands Restoration Plan. The City will form a Technical Advisory Committee (TAC) comprised of several supporting agencies and will conduct three feasibility studies to inform the development of these plans. The feasibility studies will address strategies for flood protection and habitat restoration; opportunities for education, community engagement, and public access; strategies for managing wastewater overflow; and potential impacts of sea level rise to the project area.

The grantee shall carry out the project in accordance with this agreement and a work program as provided in the "WORK PROGRAM" section, below. The grantee shall provide any funds beyond those granted under this agreement which are needed to complete the project.

CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT

The grantee shall not commence the project and the Authority shall not be obligated to disburse any funds under this agreement until the following conditions precedent have been met:

1. The City Council of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Authority ("Executive Officer") has approved in writing:
 - a. The work program for the project as provided in the "WORK PROGRAM" section, below.
 - b. All contractors that the grantee intends to retain in connection with the project.
 - c. A plan for acknowledging Authority funding of the project as described in the "WORK PRODUCTS AND ACKNOWLEDGMENT OF AUTHORITY SUPPORT" section, below.
3. The grantee has provided written evidence to the Authority that:
 - a. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in the "INSURANCE" section, below.

ADDITIONAL GRANT CONDITIONS

City of American Canyon
Grant Agreement No SFB0021-RA018
Page 3

The grantee shall also meet the following conditions:

1. **The Publication of Project Information.** The grantee shall upload project information, including periodic monitoring data, to the project tracker for “EcoAtlas”, an online database and web-based viewer of stream and wetland maps, restoration information, and monitoring results (currently available at <http://ptrack.ecoatlas.org/>), to track project information and aggregate data.
2. Using the Lessons Learned Report form provided by the Authority and in accordance with the deadline set forth in the PROJECT COMPLETION section, below, the grantee shall submit a report describing whether the project met the project goals and information learned from project implementation that could help others more effectively implement similar projects.

TERM OF AGREEMENT

This agreement shall take effect when signed by both parties and received in the office of the Authority together with the resolution described in the “CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT” section of this agreement. This agreement may be signed using an electronic process specified by the Authority.

This agreement shall run from its effective date through December 1, 2022 (“the termination date”) unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by September 1, 2022 (“the completion date”).

AUTHORIZATION

The signature of the Executive Officer of the Authority on this agreement certifies that at its July 17, 2020 meeting, the Authority adopted the resolution included in the staff recommendation attached as Exhibit 2. This agreement is executed under that authorization.

City of American Canyon
Grant Agreement No SFB0021-RA018
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Standard Provisions

WORK PROGRAM

Before beginning the project, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with this grant agreement. The work program shall include:

1. The specific tasks to be performed.
2. A schedule of completion for the project, specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget shall describe all labor and materials costs of completing each component of the project. For each project component, the project budget shall list all intended funding sources including the Authority's grant and all other sources of monies, materials, or labor.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, then the grantee shall, prior to initiating any contractor selection process, submit the selection package to the Executive Officer for review and written approval as to consistency with the purposes of this grant agreement. Upon approval by the Executive Officer, the grantee shall proceed with the contractor selection process. Prior to final selection of a contractor, the grantee shall submit to the Executive Officer for written approval the names of all contractors that the grantee intends to hire. The grantee shall then comply with the above paragraph regarding submission and approval of a work program prior to project commencement.

The work program shall have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement shall control.

The grantee shall carry out the project in accordance with the approved work program.

COORDINATION AND MEETINGS

The grantee shall coordinate closely with Authority staff and other involved entities, including local, state and federal agencies, and shall participate in meetings and other communications as necessary to ensure coordination.

WORK PRODUCTS AND ACKNOWLEDGMENT OF AUTHORITY SUPPORT

City of American Canyon
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All material, data, information, and written, graphic or other work produced, developed or acquired under this agreement is subject to the unqualified and unconditional right of the Authority to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the Authority is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Authority as a third-party beneficiary of those provisions.

The grantee shall not utilize the work produced under this agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.

To acknowledge the Authority's support of the project, the Authority's name and logo shall be included in the final report in a prominent location. The grantee shall mention the Authority's support in its project-related press releases, contacts with the media, and social media postings, and on its website. The grantee shall submit a plan for compliance with this paragraph to the Executive Officer for review and approval, and the grantee shall comply with the approved plan.

COSTS AND DISBURSEMENTS

When the Authority determines that all "CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" have been fully met, the Authority shall disburse to the grantee, in accordance with the approved project budget, a total amount not to exceed the amount of this grant, as follows:

The withholding for this agreement is ten percent. The Authority shall disburse funds for costs incurred to date, less ten percent, upon the grantee's satisfactory progress under the approved work program and upon submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Authority's fiscal year ends on June 30. For all costs the grantee incurs through the end of the Authority's fiscal year, Requests for Disbursement shall be submitted by July 20th. The Authority shall disburse the ten percent withheld upon the grantee's satisfactory completion of the project and compliance with the "PROJECT COMPLETION" section, below, and upon the Authority's acceptance of the project.

The Authority will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Authority will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the

City of American Canyon
Grant Agreement No SFB0021-RA018
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California Code of Regulations (“CCR”), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. The Authority will reimburse the grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.

The grantee shall request disbursements by filing with the Authority a fully executed “Request for Disbursement” form (available from the Authority). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred, of all work done for which disbursement is requested. Hourly rates billed to the Authority and specified in the approved work program budget shall be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The form shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee shall sign the form. Each form shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. A supporting progress report summarizing the current status of the work and comparing it to the status required by the work program (budget, timeline, tasks, etc.), including written substantiation of completion of the portion of the project for which the grantee is requesting disbursement.

The grantee’s failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Authority of its obligation to disburse funds to the grantee unless and until the grantee corrects all deficiencies.

EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

City of American Canyon
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The total amount of this grant may not be increased except by written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overhead and indirect costs, may vary by as much as ten percent without prior approval by the Executive Officer, provided that the grantee first submits a revised budget to the Authority and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Authority may withhold payment for items that exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

PROJECT COMPLETION

The grantee shall complete the project by the completion date provided in the “TERM OF AGREEMENT” section, above. Upon completion of the project, the grantee shall supply the Authority with evidence of completion by submitting:

1. The plan and any other work products specified in the work program for the project, each in a format or formats (for example, paper, digital, photographic) approved by the Executive Officer.
2. A fully executed final “Request for Disbursement.”
3. The Lessons Learned Report.

Within thirty days of the grantee’s submission of the above, the Authority shall determine whether the grantee has satisfactorily completed the project. If so, the Authority shall issue to the grantee a letter of acceptance of the project. The project shall be deemed complete as of the date of the letter.

EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

Before the project is complete, the Authority may terminate or suspend this agreement for any reason by providing the grantee with seven days notice in writing. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Authority. The Authority shall be responsible for any reasonable and non-

City of American Canyon
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cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement shall remain in effect until further written notice from the Authority authorizes work to resume.

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Authority with seven days notice in writing and repaying to the Authority all amounts disbursed by the Authority under this agreement. The Authority may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.

On or before the date of termination of the agreement under this section, whether terminated by the grantee or the Authority, the grantee shall provide the Authority with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this agreement (whether completed or partial), in appropriate, readily useable form.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement, the grantee shall be liable for immediate repayment to the Authority of all amounts disbursed by the Authority under this agreement. The Authority may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Authority may have for breach of this agreement.

INDEMNIFICATION AND HOLD HARMLESS

The grantee shall be responsible for, indemnify and hold harmless the Authority, its officers, agents and employees from any and all liabilities, claims, demands, damages, or costs, including without limitation litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Authority, its officers, agents or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code Section 2778. This agreement supersedes any right the grantee may have as a public entity to indemnify and contribution as provided in Gov. Code Sections 895 et seq.

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The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the Authority, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

INSURANCE

Throughout the term of this agreement, the grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the grantee or its agents, representatives, employees, or contractors associated with the project undertaken pursuant to this agreement.

As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage required by this section in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Insurance Services Office ("ISO") Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
 - b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
 - c. Workers' Compensation insurance as required by the Labor Code of the State of California.

2. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:

- a. General Liability: *(Including operations, products and completed operations, as applicable)* \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the

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general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
4. Required Provisions Concerning the Authority.
 - a. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by first class mail has been given to the Authority; or in the event of cancellation of coverage due to nonpayment, after ten days prior written notice to the Authority. The grantee shall notify the Authority within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Authority with evidence of renewal or replacement of the policy.
 - b. The grantee hereby grants to the Authority, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the Authority, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.
 - c. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:
 - (i) The Authority, its officers, agents and employees are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with such work or operations.
 - (ii) For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance with respect to the Authority, its officers, agents and employees, and not excess to any insurance or self-insurance of the Authority.
 - (iii) The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.

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5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Authority and approved in writing by the Executive Officer.
6. Verification of Coverage. The grantee shall furnish the Authority with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project
8. Premiums and Assessments. The Authority is not responsible for premiums and assessments on any insurance policy.

AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, "records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to work under the agreement. Time and effort reports are also required. The grantee shall maintain adequate supporting records in a manner that permits tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Authority or its agents may review, obtain, and copy all records relating to performance of the agreement. The grantee shall provide the Authority or its agents with any relevant information requested and shall permit the Authority or its agents access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

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The grantee shall retain the required records for a minimum of three years following final disbursement by the Authority. The records shall be subject to examination and audit by the Authority and the Bureau of State Audits during the retention period.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Authority may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

COMPUTER SOFTWARE

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this contract, Authority funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

NONDISCRIMINATION

During the performance of this agreement, the grantee and its contractors shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Authority to implement such article. The grantee shall permit access by representatives of the Department of Fair Employment and Housing and the Authority upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Authority shall require to ascertain compliance with this clause. The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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The grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this agreement.

PREVAILING WAGE

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

The grantee shall review applicable statutory provisions and the regulations adopted under the provisions and the information available on the Department of Industrial Relations website (<http://www.dir.ca.gov/Public-Works/PublicWorks.html>) to determine its responsibilities. For additional information, the grantee may also review the State Coastal Conservancy publication, *Information on Current Status of Prevailing Wage Laws for State Coastal Conservancy Grantees (March 2015)*, available from the Authority on request.

INDEPENDENT CAPACITY

The grantee, and the agents and employees of the grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the Authority.

ASSIGNMENT

Without the written consent of the Executive Officer, this agreement is not assignable by the grantee in whole or in part.

TIMELINESS

Time is of the essence in this agreement.

EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate an Authority project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

City of American Canyon
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AMENDMENT

Except as expressly provided in this agreement, no change in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

LOCUS

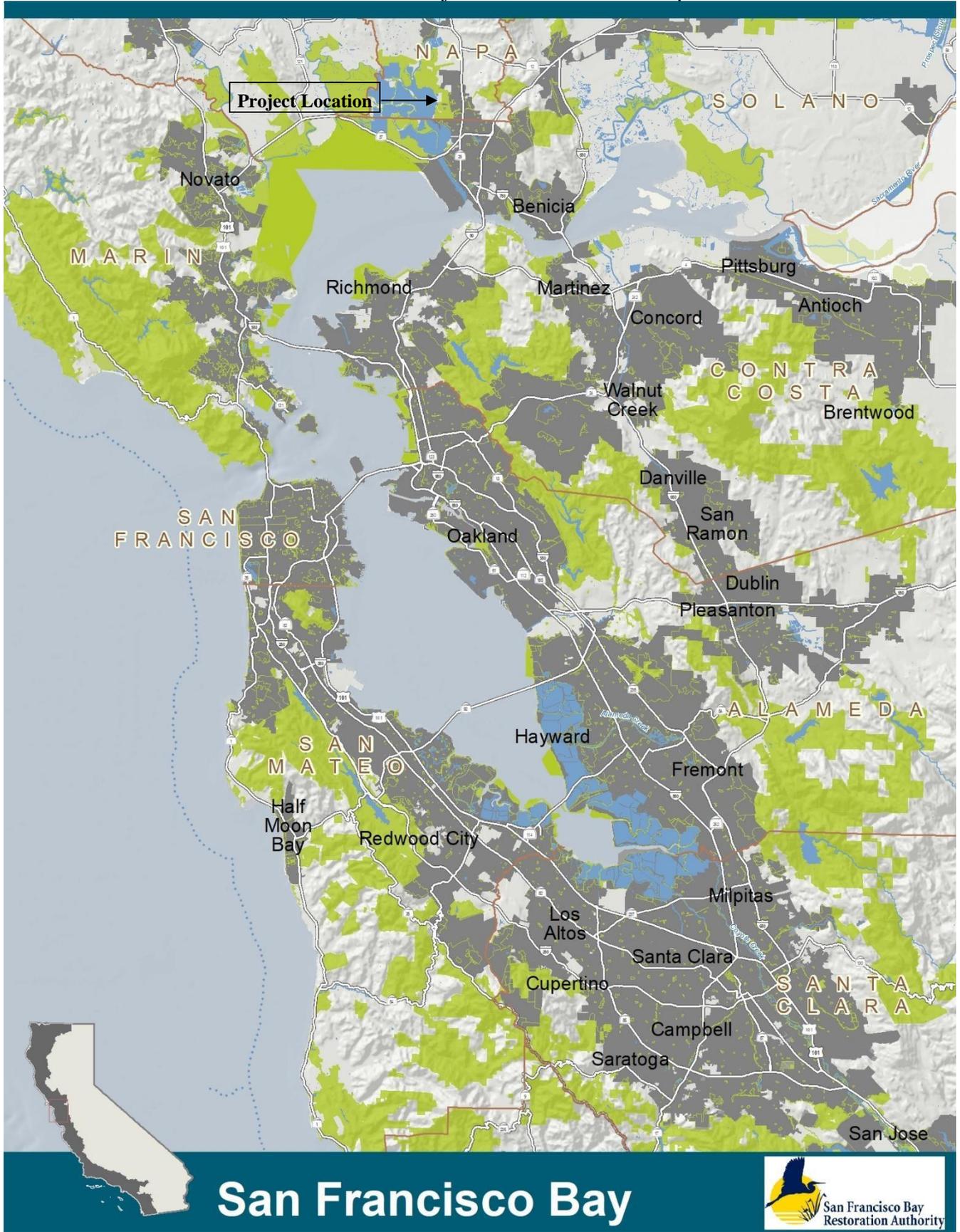
This agreement is deemed to be entered into in the County of Alameda.

SURVIVAL

The obligations in the “WORK PRODUCTS AND ACKNOWLEDGMENT OF AUTHORITY SUPPORT” and “INDEMNIFICATION AND HOLD HARMLESS” sections, above, shall survive the termination of this agreement.

Exhibit 1

Exhibit 1: Project Location and Site Maps



San Francisco Bay



Exhibit 1: Project Location and Site Maps



Exhibit 1
Exhibit 1: Project Location and Site Maps

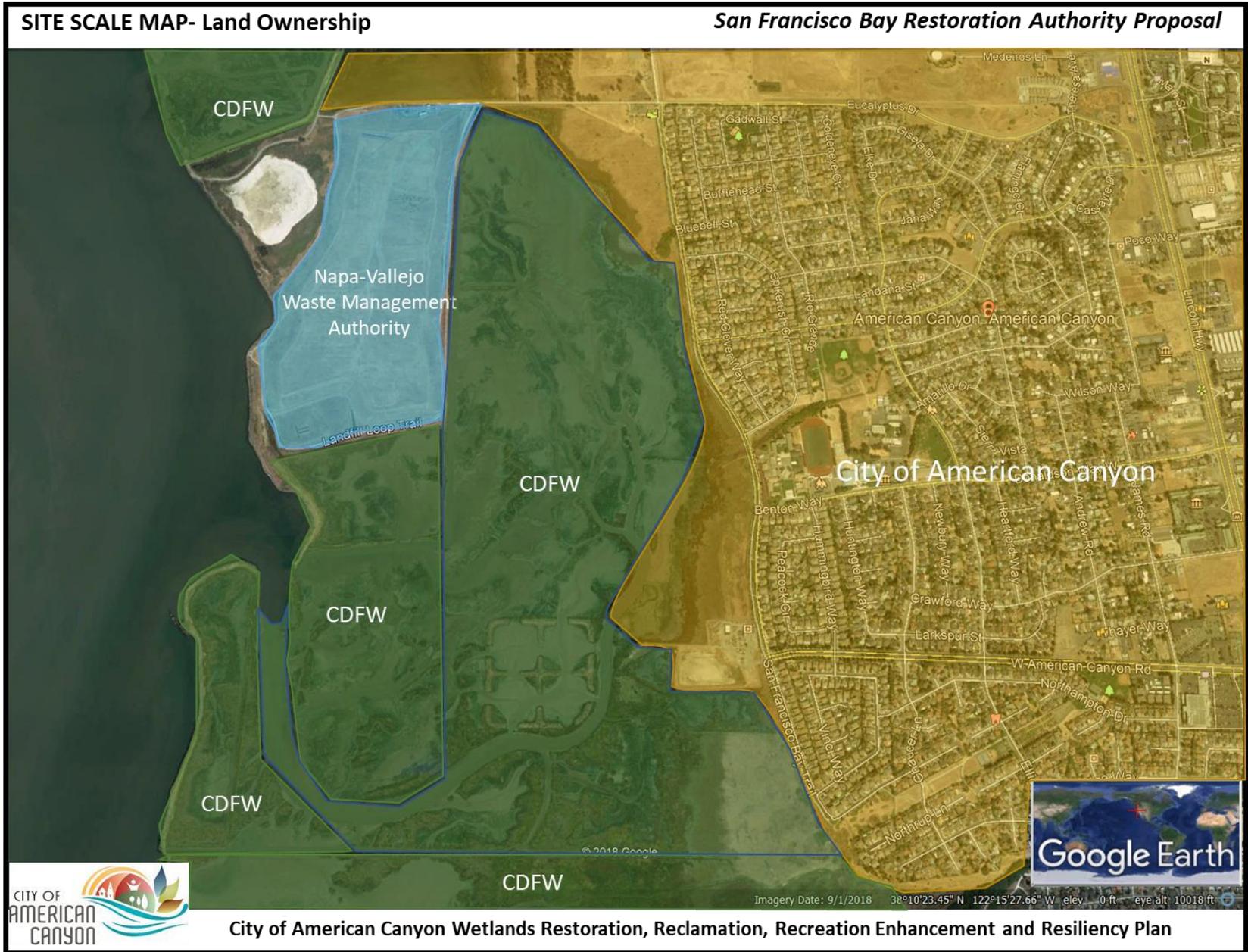


Exhibit 2
SAN FRANCISCO BAY RESTORATION AUTHORITY

Staff Recommendation
July 17, 2020

American Canyon Wetlands Restoration Plan

Project No. RA-018
Project Manager: Maggie Jenkins

RECOMMENDED ACTION: Authorization to disburse up to \$450,000 to the City of American Canyon to conduct feasibility studies, form a Technical Advisory Committee, prepare a Wetlands Restoration Plan, and prepare a Monitoring Plan. The American Canyon Wetlands Restoration Plan will summarize opportunities for projects that will protect, restore, and enhance wetland and upland habitat along the City’s shoreline in Napa County. The feasibility studies will address strategies for flood protection and habitat restoration; opportunities for education, community engagement, and public access; strategies for managing wastewater overflow; and potential impacts of sea level rise to the project area.

LOCATION: City of American Canyon, Napa County; Measure AA Region: North Bay

MEASURE AA PROGRAM CATEGORY: Safe, Clean Water and Pollution Prevention Program; Vital Fish, Bird and Wildlife Habitat Program; Integrated Flood Protection Program; Shoreline Public Access Program.

EXHIBITS

Exhibit 1: [Project Location and Site Map](#)

Exhibit 2: [Project Designs and Photographs](#)

Exhibit 3: [Project Letters](#)

RESOLUTION AND FINDINGS:

Staff recommends that the San Francisco Bay Restoration Authority adopt the following resolution pursuant to The San Francisco Bay Restoration Authority Act, Gov. Code Sections 66700-66706:

“The San Francisco Bay Restoration Authority hereby authorizes the disbursement of an amount not to exceed four hundred fifty thousand dollars (\$450,000) to the City of American Canyon to conduct feasibility studies, form a Technical Advisory Committee, prepare a Wetlands Restoration Plan, and prepare a Monitoring Plan. The American Canyon Wetlands Restoration Plan will summarize opportunities for projects that will protect, restore, and enhance wetland and upland habitat along the City’s shoreline in Napa County. Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Authority the following:

Exhibit 2
Item 9 |

- a. A detailed work program, schedule, and budget.
- b. Names and qualifications of any contractors to be employed in carrying out the project.
- c. A plan for acknowledgement of Authority funding.”

Staff further recommends that the Authority adopt the following findings:
“Based on the accompanying staff report and attached exhibits, the San Francisco Bay Restoration Authority hereby finds that:

1. The proposed authorization is consistent with The San Francisco Bay Restoration Authority Act, Gov. Code Sections 66700-66706.
2. The proposed authorization is consistent with The San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Measure (Measure AA).”

PROJECT SUMMARY:

Staff recommends that the Authority authorize a grant up to four hundred and fifty thousand dollars (\$450,000) to the City of American Canyon to prepare a comprehensive Wetlands Restoration Plan (“Plan”), conduct feasibility studies, form a Technical Advisory Committee, and prepare a Monitoring Plan (collectively “the project”). The Plan will analyze opportunities for target projects to improve habitat, reduce flooding, reduce wastewater contamination risk, increase public access, and increase resiliency to sea level rise along the American Canyon shoreline. The project area consists of the North Slough, Lower Napa River wetlands, and upland habitats bordering the American Canyon community. The City of American Canyon identified five main issues within the project area, including habitat degradation, flooding, wastewater contamination, limited public access, and susceptibility to rising seas. The wetlands surrounding the North Slough are divided by an eroding levee road and culvert system, which impedes the natural flow of water, fish and mammals. The stretch of levee road (Eucalyptus Drive) over the culverts has been decommissioned and now functions as a part of the San Francisco Bay Trail. Seasonal flooding of the Bay Trail at the levee road limits safe trail access and threatens nearby infrastructure located approximately 700 yards away. Alternative flood management strategies are needed to improve habitat and reduce flood risk. In the upland habitat within the southern region of the project area, the wastewater overflow pond sits adjacent to the Corporation Yard (Corp Yard), which was historically used for wastewater treatment. The wastewater overflow pond poses a contamination threat to the adjacent wetlands and uplands; and therefore, new strategies are needed to manage wastewater overflow for improved water quality.

Throughout the entire project area, there are limited education and recreation opportunities due to minimal public access to the water and wetlands. The Plan aims to evaluate opportunities to provide both education and recreation opportunities within the project area. Lastly, the project area and nearby homes and other infrastructure are threatened by projected sea level rise. Resilience strategies are needed to lessen the impacts on the habitats and structures along the shoreline. Development of the Plan is needed to help inform future restoration actions within the project area.

The project will include the following elements:

Exhibit 2

- **Technical Advisory Committee (TAC):** A Technical Advisory Committee will be formed to allow experts to provide insight on the proposed Plan and feasibility studies.
- **Feasibility Studies:** Three studies will be conducted to evaluate the feasibility of various improvements, which are described in detail below. Each study will identify possible project partners and funding sources for design, construction, and operation. The studies will also determine the potential benefits to habitat conditions from the proposed restoration and/or enhancement actions.
 - The North Slough Levee Flood Protection and Habitat Restoration Study will analyze potential solutions to improve habitat and reduce flooding. The study will evaluate the following: 1) removing existing culverts at the levee; 2) implementing nature-based flood protection strategies; and 3) altering the levee and culvert design to restore natural tidal flows (i.e. box culvert, open bottom culvert, or bridge). The analysis will inform the development of the Plan by identifying solutions to prevent flooding, reduce erosion, improve the levee site, and preserve tidal marsh.
 - The Corp Yard Wastewater Overflow Pond and Environmental Education Facilities Opportunities Study will consist of two main parts. The first part will evaluate potential solutions for reducing wastewater contamination risk, improving habitat, and increasing resiliency to sea level rise. This effort will include 1) identifying the risk of contamination to wetlands and uplands habitat from the wastewater overflow ponds; 2) assessing the value of restoring the wastewater overflow pond and portions of the Corp Yard to functioning wetland and upland habitat areas; 3) evaluating alternative options for wastewater overflow management; and 4) assessing future impacts of sea level rise to ensure sustainable project development. The second part of the study will identify opportunities for increased public access and education. The Corp Yard maintenance buildings will be evaluated as potential sites for an educational center and a public restroom facility.
 - The Kayak Launch Recreational Facility Study will determine the most suitable location for an inclusive, Americans with Disabilities Act (ADA)-accessible kayak launch to be included in the San Francisco Bay Area Water Trail in order to improve public access and recreational opportunities. Three sites are being considered for the kayak launch, including the Corp Yard Site, North Slough Levee, and Glass Beach. The site selection process will include an evaluation of the potential adverse effects on wildlife. The study will also identify opportunities for interpretive signage and public outreach events to improve education and community engagement.
- **Wetlands Restoration Plan:** A comprehensive Wetlands Restoration Plan will be developed to identify potential projects that may be implemented to help improve habitat, reduce flooding, reduce wastewater contamination risk, increase public access, and increase resiliency to sea level rise along the American Canyon shoreline. The plan will incorporate results from the three feasibility studies and feedback from the community and Technical Advisory Committee (TAC).
- **Monitoring Plan:** The Monitoring Plan will identify appropriate monitoring strategies for each project identified in the Plan. The plan will outline recommended evaluation methods and suggest baseline and post-project measures. The California

Exhibit 2

Rapid Assessment Method (CRAM) will be utilized to generate baseline reports and projectspecific guidance will be developed to further evaluate wetlands and riparian habitats. The Monitoring Plan will incorporate feedback from the TAC and rely on guidance from EPA's National Wetlands Monitoring Workgroup's published resources. Where appropriate, data will be made available to the public through online information resources, such as EcoAtlas (<https://www.ecoatlas.org/>).

The City of American Canyon's project team and partners are well qualified to carry out the development of the Plan. A core team of four City staff will support the Plan development, including the Parks and Open Space Project Coordinator, Outdoor Recreation and Environmental Coordinator, Environmental Services Manager, and the Director of Parks. The City's project team has extensive experience in coastal resource conservation, environmental permitting and monitoring, and public engagement. The City has successfully completed multiple grant-funded projects and has the capacity to satisfy grant requirements. Past projects have included public access, education, recreation, and restoration components. The City contributed to the development of the Newell Open Space Preserve Management Plan and received grant funding from the California State Parks' Habitat Conservation Fund to enhance and protect the Newell Open Space Preserve. As a part of the first phase of the Clarke Ranch Master Plan, the City acquired grant funds to support the American Canyon's Wetlands Edge Park Environmental Education project.

The City will draw on input from local experts in the TAC who will help to guide the development of the proposed Plan and its feasibility studies. The TAC will be comprised of six supporting agencies, including American Canyon Community and Parks Foundation (ACCPF), California Department of Fish and Wildlife (CDFW), Napa County Flood Control and Water

Conservation District, Napa County Regional Park and Open Space District, Napa County Resource Conservation District (RCD), and the American Canyon Open Space Advisory Committee. Collectively, these organizations have expertise in wetland biology and ecology, flood management, biological monitoring, watershed management, and outdoor education and recreation. The City is dedicated to finding a qualified consultant to develop the plan and will utilize the TAC's expertise to select a qualified consultant.

The project has broad public support and will incorporate community input throughout the planning process. The City has received six letters of support from local agencies and has commitment from several agencies to serve on the TAC. In particular, the proposed kayak launch and wetland restoration activities are well supported. Citizens of American Canyon identified a kayak launch as the most needed recreational item in the 2015 recreational needs assessment and identified wetlands restoration as a priority in the 2017 Clarke Ranch Community Park Master Plan. The City of American Canyon plans to actively seek community input through outreach events and public meetings. The TAC and City staff will host at least four public meetings and will accommodate diverse groups by hosting meetings at alternative times (nights, weekends) and sites (online and at title 1 schools, cultural and community gatherings, and youth sporting events when possible). The resulting Plan will benefit the community by providing strategies for improved flood management, water quality, and public access.

The project incorporates several proposed public access components that connect to the Bay Trail and Water Trail. The Kayak Launch Recreational Facility Study and Corp Yard: Wastewater Overflow Pond & Environmental Education Facilities Opportunities Study both focus on developing strategies for improved public access. There are currently only two

Exhibit 2

Water Trail access points within Napa County, both of which are north of the project site. The proposed recreational kayak launch would provide an additional trailhead on the Water Trail. In addition, the Corp Yard: Wastewater Overflow Pond & Environmental Education Facilities Opportunities Study will investigate further opportunities for education and public access at the Corp Yard Site, which is directly adjacent to the Bay Trail along Wetlands Edge road.

Site Description:

The project area encompasses 150 acres within the Napa River watershed and is bordered to the east by the City of American Canyon and to the west by the Napa-Sonoma Marshes Wildlife Area and the Napa River. The project area consists of diked baylands north of the levee road (Eucalyptus Drive) and mudflats and tidal marsh south of the levee road, with a shallow channel running through the slough. A seasonal tributary, originating in the hills east of American Canyon, feeds into the North Slough. Just north of Highway 29 and Napa Junction Road, the North Slough runs westerly along vineyards and warehouses before turning south, flowing through the culvert system under the levee road (Eucalyptus Drive). It then continues through the Lower Napa River wetlands, open waters of the Napa River, and out towards San Pablo Bay. These wetlands are tidally influenced by the Napa River, and experience an approximately 5 ft daily tidal exchange. The wetlands transition to upland habitat along the eastern edge of planning area.

The North Slough wetlands provide diverse food resources for migratory birds along the Pacific Flyway, and provide habitat for the endangered salt marsh harvest mouse. They also provide habitat for a myriad of other birds, mammals, reptiles, and insects, including the North American beaver, the North American river otter, garter snake, western fence lizard, great blue heron, least sandpiper, and monarch butterfly, among others. Although the wetland habitat is functioning, portions of the upland habitat are degraded, such as the Corp Yard site. The feasibility studies will involve the wetlands and uplands areas along the North Slough in the Lower Napa River wetlands, including the North Slough levee and Corp Yard site. At the northern end of the project site, the Bay Trail follows the levee road (Eucalyptus drive), which divides the North Slough wetlands. A pipe culvert system allows water to pass through several medium-sized pipes (approximately 24-36 inches in diameter) underneath the levee road. South of the levee road, the Bay Trail runs parallel to Wetlands Edge Road along the eastern edge of the project area. At the southern end of the project site, the Corp Yard sits directly adjacent to the Bay Trail within the upland habitat. The Corp Yard contains several maintenance buildings and parking areas. There is a gravel access road that leads to the North Slough channel. The wastewater overflow ponds are situated in the wetland habitat directly adjacent to the Corp Yard. The project area is owned in part by the City of American Canyon and in part by CDFW.

PROJECT FINANCING

San Francisco Bay Restoration Authority	\$450,000
Others	\$0
Project Total	\$450,000

The City of American Canyon will provide in-kind staff time, totaling an estimated \$43,000 to conduct project management activities.

Exhibit 2

CONSISTENCY WITH AUTHORITY'S ENABLING LEGISLATION, THE SAN FRANCISCO BAY RESTORATION AUTHORITY ACT:

The proposed project is consistent with Government Code Section 66704.5 of the Authority's enabling legislation, and therefore is eligible for grant funding from the Authority. The project location is within the Authority's jurisdiction, as defined by Government Code Section 66704.5(a). The project area, which includes wetlands and uplands adjacent to the City of American Canyon in Napa County, is within a shoreline parcel in the San Francisco Bay area and is outside of the Delta primary zone. The City of American Canyon meets the grantee eligibility criteria defined in Government Code Section 66704.5(a). Consistent with Government Code Section 66704.5(b), the project involves planning for the restoration of tidal wetlands and managed ponds; enhancement of a shoreline levee; and improvement of public access and recreation by adding a trailhead on the San Francisco Bay Area Water Trail and expanding educational opportunities. Funding this planning project is consistent with Section 66704.5(e), which allows the Authority to award grants for "all phases of planning, construction, monitoring, operation, and maintenance" of eligible projects.

CONSISTENCY WITH MEASURE AA PROGRAMS AND ACTIVITIES:

The proposed project is consistent with the programs and activities of Measure AA, as outlined below:

The project would support the *Safe, Clean Water and Pollution Prevention Program's* purpose of providing clean water for fish, birds, wildlife and people, through developing wastewater overflow management strategies and planning for the restoration of wetlands that provide natural filters and remove pollution from the Bay's water.

The project would help implement the *Vital Fish, Bird and Wildlife Habitat Program's* purpose of significantly improving wildlife habitat to support and increase vital populations of fish, birds, and other wildlife in and around the Bay. The proposed feasibility studies address the need for providing expanded and improved habitat for fish, birds and mammals, and for restoring wetlands and other shoreline habitats to benefit wildlife. The North Slough Levee Flood Protection and Habitat Restoration Study will investigate reconfiguration of the North Slough levee to reduce impediment of fish, birds, and mammals. In addition, the Corp Yard: Wastewater Overflow Pond Study will evaluate the potential expansion of upland and wetland areas into the historic wastewater overflow pond and Corp Yard site.

The project is consistent with the goals of the *Integrated Flood Protection Program* to protect communities from coastal flooding. The North Slough Levee Flood Protection and Habitat Restoration Study will investigate how to best enhance the existing flood protection levee and will develop strategies for improving nature-based flood protection.

The *Shoreline Public Access Program's* purpose is to enhance the quality of life of Bay Area residents, including those with disabilities, through safer and improved public access, as part of and compatible with wildlife habitat restoration projects in and around the Bay. The project would support implementation of this program by planning the addition of an all-access kayak launch, which would function as a new trailhead on the Water Trail. The feasibility studies will also evaluate the Corp Yard site for education and public access opportunities. In addition, the project aims to identify locations for interpretative signage and locations for shoreline clean-up outreach events.

Exhibit 2

CONSISTENCY WITH MEASURE AA PRIORITIZATION CRITERIA:

1. **Greatest positive impact.** The project's feasibility studies will result in a Wetlands Restoration Plan that will contribute to enhancing the Napa River watershed. The goal of the feasibility studies is to identify projects that will improve wildlife habitat and provide clean water and multiple benefits to Bay Area residents including flood protection and opportunities for public access, recreation, and outdoor education. The Corp Yard: Wastewater Overflow Pond Study will identify solutions to reduce risk of wastewater contamination and improve water quality. This will have cascading benefits to downstream areas, as water flows from the North Slough through wetlands into the Napa River and San Pablo Bay. In addition, the feasibility studies will contribute to enhanced public access to the Napa River and wetlands by analyzing opportunities for an ADA-accessible kayak launch, education center at the Corp Yard site, interpretive signage, and outreach events. In particular, the proposed kayak launch would provide recreational opportunities beyond the project site itself, by creating an additional trailhead on the Water Trail.
2. **Greatest long-term impact.** The City is considering the long-term sustainability of the planned projects. The Corp Yard: Wastewater Overflow Pond & Environmental Education Facilities Opportunities Study will investigate sea level rise impacts to the Corp Yard project area and will ensure that resiliency and sustainability are factored into consideration for proposed projects.
3. **Leveraging resources and partnerships.** The project will involve coordination and input from the following agencies: American Canyon Community and Parks Foundation, California Department of Fish and Wildlife, Napa County Flood Control and Water Conservation District, Napa County Regional Park and Open Space District, Napa County Resource Conservation District, and the American Canyon Open Space Advisory Committee. Members from the agencies listed above will serve on the Technical Advisory Committee to provide expertise on feasibility studies and advice on effective community engagement.
4. **Economically disadvantaged communities.** The development of the Wetlands Restoration Plan would benefit an economically disadvantaged community in the City of American Canyon. The area directly adjacent to the wetlands and Bay Trail, bordered to the north by Rio Del Mar and to the south by Benton Way, is designated as a low-income Community Block Group based on the 2017 SFBRA 80% Median Income Map. This community will benefit from plans for flood protection, sea-level rise resilience, and increased public access, and will be engaged in the planning process through a series of community meetings. The project team plans to offer free access for individuals and school groups to the proposed kayak launch site.
5. **Benefits to economy.** Reducing flooding risk provides an economic benefit, as flooding can threaten local communities and infrastructure. Therefore, investing in flood

Exhibit 2

management and sea level rise resilience planning can yield long-term economic benefits. The Plan will incorporate flood protection and sea level rise resilience planning through two of its feasibility studies. In addition, the kayak launch is expected to generate revenue directly for the City by collecting fees from organized tourist groups. There will be no fee collected for individuals utilizing the kayak launch.

6. **Engage youth and young adults.** Two of the feasibility studies will analyze opportunities for education, interpretation and outreach. The project team will be seeking input from several organizations to facilitate involvement of youth and young adults. They will consult with the American Canyon Community and Parks Foundation, The Napa County Resource Conservation District, the Napa County Flood Control and Water Conservation District, and the Napa County Regional Park and Open Space District. These partner organizations have experience engaging with youth and teaching natural resource protection skills.
7. **Monitoring, maintenance, and stewardship.** The project team will develop a detailed Monitoring Plan that outlines recommended evaluation methods and suggested baseline and post-project measures for each proposed project. Funding sources and project partners will be identified as a part of each feasibility study. The California Rapid Assessment Method (CRAM) will be combined with project-specific monitoring guidance for wetlands and riparian habitats. The project team will seek input on monitoring operations from the TAC and rely on guidance from the EPA's National Wetlands Monitoring Group. In addition, they will seek guidance from the TAC on developing community stewardship through education and outreach events.
8. **Coastal Conservancy's San Francisco Bay Area Conservancy Program.**
 - a. The project is supported by regional plans including: *Restoring the Estuary, The Baylands and Climate Change, Recovery Plan for Tidal Marsh Ecosystems for Northern and Central California, Comprehensive Conservation and Management Plan for the San Francisco Estuary, Surviving the Storm, San Francisco Bay Trail Plan, Water Quality Control Plan for the San Francisco Bay Basin.*
 - b. The proposed project serves a regional constituency. The results of the feasibility studies will inform future implementation phases that will have benefits beyond the immediate project site. One major focus of the plan is improving public access. The Bay Trail serves the entire San Francisco Bay, connecting communities to open spaces and outdoor education opportunities. Visitors will benefit from proposed education and recreation opportunities located directly adjacent to the Bay Trail at the Corp Yard site and kayak launch. In addition, the water flowing through the project site is connected to the lower reaches of the Napa River and feeds into San Pablo Bay. Therefore, identifying solutions to reduce wastewater contamination risk and improve water quality at the project site will also benefit constituents in San Pablo Bay.
 - c. The proposed project can be implemented in a timely way. The project can begin as soon as funding is secured through the propose authorization and is projected to be completed by 2022.

Exhibit 2

- d. The proposed project provides opportunities for benefits that could be lost if the project is not quickly implemented. The Plan will address several urgent issues including flooding, habitat degradation, water contamination, limited public access, and sea level rise.
9. **San Francisco Bay Conservation and Development Commission's Coastal Management Program.** The feasibility studies address several policies of BCDC's San Francisco Bay Plan, part of its Coastal Management Program:
- Tidal Marshes and Tidal Flats Policy 5: The Plan will recommend a mechanism to restore natural tidal flows at the North Slough levee, preserving tidal marsh;
- Tidal Marshes and Tidal Flats Policy 6: The project will include the development of a monitoring program with project-specific monitoring recommendations. The Wetlands Restoration Plan will be based on analysis of tidal flows, localized sediment erosion, and resilience to sea level rise and climate change;
- Public Access Policy 3: The project will consult with appropriate agencies as a part of the TAC involvement to determine the appropriate location for public access;
- Public Access Policy 4: Public access will be sited, designed and managed to prevent significant adverse effects on wildlife;
- Public Access Policy 5: Project plans include outreach to a diverse group of community members and specify plans to create inclusive public access;
- Environmental Justice and Social Equity Policy 3: Equitable community outreach and engagement will be conducted;
- Public Access Policy 6: Public access at the Corp Yard site will be sited, designed, and managed to avoid significant adverse impacts from sea level rise and shoreline flooding.
- Public Access Policy 8: The public access improvements will be designed to encourage diverse Bay-related activities and will provide barrier free access for persons with disabilities;
- Public Access Policy 14: Public access is being integrated early into the planning and design of a habitat restoration project;
- Climate Change Policy 4: The project will give special consideration for preservation and habitat enhancement to areas vulnerable to future flooding;
- Climate Change Policy 5: The project will incorporate sea level rise adaptation approaches where feasible and appropriate for the Corp Yard site;
- Recreation Policy 1: The project will incorporate plans for an accessible water-oriented recreation opportunity as a part of the Kayak Launch Recreational Facility Study.

10. **San Francisco Bay Joint Venture's Implementation Strategy.**

The proposed project is not currently on the Joint Venture's list, but the project is consistent with the Joint Venture's Implementation Strategy. The resulting Wetlands Restoration Plan will contribute to the Joint Venture's goal of protecting, restoring and enhancing wetlands and associated uplands. For the North Bay Subregion, which includes Napa County, the Joint Venture aims to restore 15,000 acres of bay habitats and enhance 13,000 acres of bay habitats. Specifically in Napa County, where the project is located, the Joint Venture aims to ensure maximum protection of important habitats as a part of the North Bay ecosystem. Through three feasibility studies, the project will develop a Plan to guide the restoration of wetlands and uplands habitat. Lastly, the Implementation Strategy emphasizes the need to

Exhibit 2

control pollutants to improve water quality, which will be directly addressed by the Corp Yard: Wastewater Overflow Pond feasibility study.

COMPLIANCE WITH CEQA:

The proposed project is statutorily exempt from the requirement to prepare an environmental document under the California Environmental Quality Act and categorically exempt from CEQA under 14 Cal. Code of Regulations Sections 15262 and 15306, as it only involves preparation of feasibility and planning studies for possible future actions that have not yet been approved, adopted or funded, and basic data collection, research and resource evaluation activities that will not result in serious or major disturbance to an environmental resource. The planning studies will consider environmental factors. Staff will file a Notice of Exemption upon approval of the proposed project.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF AMERICAN CANYON
AND THE AMERICAN CANYON COMMUNITY PARKS FOUNDATION**

This Memorandum of Understanding ("MOU") is entered into by and between the City of American Canyon, a municipal corporation ("CITY"), and the American Canyon Community Parks Foundation ("ACCPF or FOUNDATION") effective September 18, 2018 ("Effective Date"). The CITY and ACCPF and FOUNDATION are sometimes referred to singularly as "PARTY" or collectively as "PARTIES" in this MOU.

RECITALS

WHEREAS, the ACCPF is a non-profit public benefit corporation recognized by the State of California and the Federal Government; and

WHEREAS, the ACCPF exists to raise money and develop organizational infrastructure to support Parks, Programs, and Play in our community; and

WHEREAS, the CITY is a general law city, whose vision is home to an engaged, diverse community; A destination for outdoor recreation and natural beauty; and hub for opportunity and economic vitality; and

WHEREAS, the CITY Parks and Recreation Department's mission is committed to supporting healthy lifestyles by creating enjoyable experiences through outstanding events, programs and facilities; and

WHEREAS, the CITY owns or operates and maintains recreational facilities, buildings, parks, and other real property, and provides a wide variety of programs and services to the diverse American Canyon Community in furtherance of the mission; and

WHEREAS, the FOUNDATION wishes to support the mission of the CITY and its Parks and Recreation Department, and through the raising of private funds has the opportunity to accomplish more than public funding allows; and

WHEREAS, the CITY and the FOUNDATION have different but complementary missions, and desire to establish the framework for their mutual cooperation and coordination in furtherance of their goals and purposes; and

WHEREAS, the FOUNDATION wishes to assure the CITY that it will operate effectively and responsibly.

NOW THEREFORE, based on the foregoing, the Parties enter into the following MOU:

AGREEMENT

1. INCORPORATION OF RECITALS

The introductory paragraph and recitals are incorporated into this MOU by this reference.

2. PURPOSE OF MOU

The FOUNDATION and CITY have a history of collaborating on alternative funding method options for park, recreation and open space related projects which they wish to continue as prescribed in this MOU.

3. GOALS

The primary goals of the CITY and FOUNDATION partnership are to:

- A. Establish a greater connection to the philanthropic community and the unique expertise of private sector funding;
- B. Foster alternative fundraising options to support development and enhancement of parks, open space, trails, programs and events in the CITY; and,
- C. Provide a framework for use of Project-Level Agreements to define specific expectations for each project in which the FOUNDATION is involved.

4. TERM OF MOU

This MOU will be in effect for five (5) years. This MOU can be modified by written agreement of the Parties. Either Party may propose modifications to the MOU by giving the other Party a 90-days written notice to:

City of American Canyon:

Parks & Recreation Director
City of American Canyon
100 Benton Way
American Canyon, CA 94503

City Manager
City of American Canyon
4381 Broadway
American Canyon, CA 94503

American Canyon Community Parks Foundation:

ACCPF, Board Secretary
101 W. American Canyon Rd Ste. 508-102
American Canyon, CA 94503

ACCPF, Executive Director
101 W. American Canyon Rd. Ste. 508-102
American Canyon, CA 94503

5. EXPECTATIONS

With this partnership, and furtherance of the goals referenced above, each party has expectations of the other. Expectations of each and jointly are listed.

A. CITY expectations of the FOUNDATION:

- i. Operate as a private non-profit organization legally separate from the CITY.
- ii. Develop an annual operating budget and work plan based on input from FOUNDATION members, the CITY, and the community.
- iii. Adhere to sound fiscal procedures and provide fiscal information to the CITY for review or audit upon request.
- iv. Submit Project Level Agreements for approval by FOUNDATION Board before entering into an agreement with the CITY.
- v. When FOUNDATION resources are available, consider providing the CITY in-kind professional expertise and research in support of fundraising policies, project delivery, operation, and programming.

- vi. Operations shall not significantly inhibit day-to-day operations of the CITY's Parks and Recreation Programs, unless outlined in a letter of agreement.
- vii. Events and programs should not duplicate those of the CITY.
- viii. Help to share information and resources about parks and recreation programs, services and facilities through its assets.
- ix. As needed, make reports to official bodies of the CITY, including but not limited to CITY Council, CITY Manager, Parks and Community Service Commission and Open Space Advisory Committee.
- x. Provide insurance for all FOUNDATION-sponsored events and fundraisers when in partnership with the CITY or when using CITY facilities or property.
- xi. Secure written permission of the CITY to sublet or allow any other use of CITY parks and facilities.
- xii. Maintain insurance coverage required by the CITY, schedules and procedures, which shall be furnished annually by the CITY.

B. FOUNDATION expectations of the CITY:

- i. Provide meeting spaces for FOUNDATION and/or joint planning meetings if available.
- ii. Identify the FOUNDATION as the CITY's primary philanthropic partner for parks, open space, trails, programs and events.
- iii. Collaborate with the FOUNDATION on fundraising efforts which may be described more particularly by side letter where private sector involvement, in-kind contributions, or local financial matches are necessary.
- iv. Consider fee-for-service agreements when the FOUNDATION has exceptional expertise and the CITY has professional service needs related to park and recreation needs.
- v. Provide input and advice on CITY priorities eligible for fundraising.
- vi. Provide brand and marketing presence for the FOUNDATION in written and social media, and at CITY events and facilities.
- vii. Collaborate with the FOUNDATION on design processes outlined in letters of agreement.
- viii. Only spend funds provided by the FOUNDATION for purposes that are consistent with their specific projects or programs as specified by the FOUNDATION and/or donor.
- ix. Allow the Foundation to have in-kind access to staff and facilities for activities that effectively support the joint goals of the CITY and the FOUNDATION.
- x. Jointly sponsored events with the CITY will be covered by the CITY's insurance unless specifically arranged.
- xi. Consult with the FOUNDATION prior to budget or capital improvement project shifts that impact Project-Level Agreements.

C. COMMON EXPECTATIONS:

- i. Utilize Project-Level Agreements to outline FOUNDATION involvement in specific parks and recreation facility, open space and trails improvement projects and recreation programs and events.
- ii. Commit to work jointly when targeting fundraising and grants wherever practical. Where applying for grant funding would be more successful independently or jointly, the FOUNDATION and the CITY will cooperate to maximize to potential for success.
- iii. All requests for staff support will be arranged between Parks and Recreation Director/Executive Director.
- iv. The CITY and FOUNDATION commit to work together to maximize the benefit to the community from the FOUNDATION.
- v. Permission to use each other's logos for the purpose of raising funds and promoting events.
- vi. Meet minimally to discuss concerns, upcoming plans and any other relevant issues.
- vii. In preparation for the CITY fiscal year, the CITY and FOUNDATION shall develop and agree upon an Annual Operational Partnership Plan, which will outline specific partnership expectation for the upcoming year. Issues to be considered include:
 - a. Administrative support and copying
 - b. Meeting space needs
 - c. Office space needs
 - d. Program and event partnership
 - e. Physical improvement project
 - f. Joint public relations campaigns
 - g. Grant management and recruitment

6. COMMUNICATION AND COORDINATION

The success of this partnership is reliant upon good communication and coordination regarding programs and projects worked upon jointly. Minimum communication and coordination expectation are listed.

- A. The Parks and Recreation Director and/or City Manager and Foundation Executive Director and/or President shall meet as frequently as necessary to achieve successful positive coordination and understanding of each other's related projects and interests.
- B. The Foundation shall make reports to City Council and/or citizen committees as requested and appropriate.
- C. The Parks and Recreation Director shall attend Foundation Board Meetings as necessary, but at least once per quarter.

7. AMENDMENTS

Amendments to the Annual Operation Partnership Plan, or amendments to or authorization of Project-Level Agreements shall be negotiated and agreed to by Parks and Recreation Director and Executive Director pursuant to each other's signatory authority.

- A. CITY – Any amendment or authorization resulting in a value exceeding \$50,000 must be approved by City Council.
- B. FOUNDATION – Any amendment or authorization resulting in a value exceeding signatory authority in the current Executive Director contract must be approved by the Board of Directors.

8. ANTICIPATED OUTCOMES

The partnership between the FOUNDATION and the CITY allows park development to be accomplished faster and more robustly than could occur without the partnership. They key outcomes are:

- A. Leverage of a broader than typical range of capital resources, especially philanthropy.
- B. Leverage of combined public and private sector expertise.
- C. Establishment of deeper connection between our parks and underserved communities.
- D. Acceleration of project implementation.
- E. Broader and deeper community engagement, commitment and support.
- F. Creation of more robust parks to meet the needs of the next generation.

9. RECOGNITION OF CONSTRAINTS

- A. Neither the FOUNDATION nor the CITY can guarantee funding aspirations identified in Project-Level Agreements.
- B. The use of private sector funds often carries restrictions on use that may impact project flexibility.
- C. Unforeseen fluctuations occur in the philanthropy environment and general economy that could impact the FOUNDATION's ability to achieve fundraising milestones identified in Project-Level Agreements.
- D. The CITY and the FOUNDATION have complementary but different missions.
- E. Both parties have limits to organizational capacity, especially in the areas of staffing, volunteer time and financial resources.
- F. The ability to maintain project timelines is often beyond the control of the CITY due to unforeseeable changes in public funding, land acquisition challenges, permitting delays, soil conditions and other factors.
- G. Constructing capital projects according to the design intent envisioned during fundraising campaigns as well as operating those projects (once open) to a high standard of care will impact on-going philanthropic success.

- H. CITY projects are often subject to public review, comment and discussion; this process may result in unforeseen changes or delays to projects. Moreover, actions by the CITY are contingent upon approval and direction by the City Council, and this MOU cannot and does not obligate or require the CITY to make any specific approvals or take any specific action regarding particular projects or terms for Project-Level Agreements.

10. FUNDRAISING

- A. The CITY recognizes the FOUNDATION's right to raise funds for parks, programs and projects. Project-Level Agreements will outline fundraising specifics.
- B. The CITY recognizes the FOUNDATON's right to fundraise for other projects that fulfill its mission.
- C. The FOUNDATION will coordinate and lead the pursuit of philanthropy including donor prospect strategy, communications and timing as described in Project-Level Agreements.
- D. The CITY will direct philanthropic inquires to the FOUNDATION as agreed upon by the Parks and Recreation Director and Foundation Executive Director.
- E. Third party funding pursuits as identified in Project-level agreements will be closely coordinated between the FOUNDATION and the CITY.
- F. The CITY will actively pursue State and/or Federal funding as agreed upon for project-level work.

11. RESOLUTION OF DISAGREEMENTS

- A. Any disagreements in implementing this MOU will be addressed initially on an informal, staff-level basis.
- B. Disagreements between FOUNDATION and CITY program managers that cannot be resolved will be elevated to the FOUNDATION Executive Director (or Board President if the Executive Director position is vacant) and the CITY Parks and Recreation Director.
 - i. It is expected that the FOUNDATION Executive Director and CITY Parks Director will be able to resolve most issues. In the rare case that disagreements cannot be resolved the Executive Director will consult the FOUNDATION Board for direction.
 - ii. Should the City need to escalate beyond the Parks and Recreation Director, the City Manager shall serve as the escalation authority and retain final decision-making authority.
- C. Should any disagreement regarding implementing or interpreting this MOU remain, the parties will pursue mediation, at shared expense, and attempt in good faith to resolve any remaining disputes.
- D. This MOU shall be governed by the laws of the state of California. The venue for any litigation shall be the Superior Court for Napa, California or in the United States District Court for Northern District of California

12. CONFLICT OF INTEREST

Each Party, including their respective officers and officials, will comply with all applicable ethical and conflict of interest standards, including potential recusal from decisions in which an actual or apparent conflict of interests may arise, depending on the existing facts and circumstances.

13. TERMINATION OF AGREEMENT

Either Party may terminate this MOU by submitting to the other Party thirty (30) days' written notice. Upon termination, each Party shall remain responsible for unresolved debts or liabilities incurred under this MOU or any executed Project-Level Agreements.

Executed on Sept. 18, 2018, at American Canyon, California.

CITY
CITY of American Canyon

FOUNDATION
American Canyon Community Park Foundation

By 
Creighton Wright
Parks and Recreation Director

By 
Janelle Sellick, Executive Director
ACCPF

EXHIBIT 1
Annual Operational Partnership Plan
2018-2019

According to Section 4 of the MOU between the City of American Canyon (“City”) and the American Canyon Community and Parks Foundation (“Foundation”), we shall agree upon and formalize an Annual Operational Partnership Plan. The proposal is for the 2018-2019 Fiscal Year, however, it shall continue as is unless requested to be changed.

1. Administrative support and copying
 - a. Minimal administrative support is available as needed. Should the Foundation need become regular or laborious, the agreement and expectation should be amended.
 - b. City agrees to make up to 200 copies per month for official Foundation business.
2. Meeting space needs
 - a. The City shall grant monthly access to the Senior Center for board meetings and other meeting spaces as needed.
3. Program and Event Spaces
 - a. Should the Foundation need indoor or outdoor facility space for Foundation Programs and Events, the space shall be granted at no fee. The process to reserve those spaces needs to follow normal reservation process.
4. Office space needs – None.
5. Program and event partnership:
 - a. Gala – Silent or Live Auction Package items
 - b. Volunteer Planting Day
 - c. Community Camp Out
6. Physical improvement project:
 - a. Project Level Agreement shall be developed
7. Joint public relations campaigns:
 - a. Wild AC
 - b. Other programs and events related to the organization’s missions
8. Grant management recruitment
 - a. Letters of support for City grants
 - b. ACCPF will seek and write grants for programs and projects as agreed upon between both parties

9. Sponsorship of City Programs or Events

- a. Program and Event Sponsorship to be determined via Project Level Agreements

10. Scholarship Program

- a. ACCPF will donate \$6,000 per year to be used to fund the Parks and Recreation Scholarship Program

EXHIBIT 2
Project Level Agreement Template

1. Purpose of Project Level Agreement: *provide a description of the program, event or physical improvement project.*
2. Background: *describe the background and steps leading to this agreement*
3. Project Partners: *provide an overview of parties involved in the agreement and a description of the intended audience*
4. Roles and Responsibilities: *provide a list of list of roles and responsibilities for the agreement*
 - ACCPF
 - City of American Canyon
 - Other
5. Contacts: *provide contact information for each party*
6. Project Level Expectations: *list the expectations that parties agree to*
7. Timeline: *Provide the anticipated timeline for project completion*
8. Payment: *Describe the method of payment as agreement upon by both parties*
9. Constraints: *List potential barriers or issues that could affect the successful outcome of the agreement.*
10. Agreement Change Process: *Document the process that will be used to address changes to the agreement*

ACCPF Executive Director _____

Date _____

City of American Canyon _____

Date _____



AGREEMENT NUMBER SFB0021-RA018	AM. NO. 2
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 68-026744	

STANDARD AGREEMENT

(RA 3/2018)

THIS AGREEMENT, made and entered into this 1 day of May, 2023 in the State of California, by and between the San Francisco Bay Restoration Authority, a regional public entity, through its duly appointed

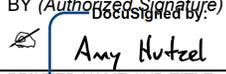
TITLE OF OFFICER ACTING FOR PUBLIC ENTITY Executive Officer	PUBLIC ENTITY San Francisco Bay Restoration Authority	, hereafter called the Authority, and
GRANTEE'S NAME City of American Canyon		, hereafter called the Grantee.

The Grantee and the Authority hereby agree as follows:

The amount of this agreement is increased to \$517,500 (five hundred seventeen thousand five hundred dollars).

All other terms of the existing agreement shall remain in effect.

The provisions on the following pages constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

GRANTOR	GRANTEE
AGENCY San Francisco Bay Restoration Authority	GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) City of American Canyon
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Amy Hutzel, Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Jason Holley, City Manager
ADDRESS & PHONE NUMBER 1515 Clay Street, 10th Floor Oakland, CA 94612 Phone: (510) 286-1015	ADDRESS 4381 Broadway Street, Suite 201 American Canyon, CA 94503 Phone: (707) 647-4351

AMOUNT ENCUMBERED BY THIS DOCUMENT \$67,500.00	PROGRAM/CATEGORY (CODE AND TITLE) Measure AA
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$450,000.00	WORK ITEM NUMBER 441-1777-19-5850
TOTAL AMOUNT ENCUMBERED TO DATE \$517,500.00	PROJECT NAME American Canyon Wetlands Restoration Plan

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

PRINTED NAME AND TITLE OF PERSON SIGNING Suzanne Bode Accounting Mgr	SIGNATURE 	DATE 5/1/2023
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- GRANTEE
 ACCOUNTING
 PROJECT MANAGER
 AGREEMENT FILE

San Francisco Bay Restoration Authority (7/2021)

AGREEMENT OR WORK PROGRAM MODIFICATION FORM

To approve a work program modification, complete the form through part 1 and attach the new work program and budget. To process a contract amendment, complete part 2 (and part 1 if necessary). The signed form should be placed in the contract file with a copy of the work program.

Grantee/Contractor: <p style="text-align: center;">City of American Canyon</p>	Agreement No.: SFB0021-RA018
Project Name: <p style="text-align: center;">American Canyon Wetlands Restoration Plan</p>	Amendment No.: <p style="text-align: center;">2</p>
Project Manager: <p style="text-align: center;">Virgilio Cuasay</p>	

<h3 style="margin: 0;">PART 1: WORK PROGRAM MODIFICATION</h3> <p style="margin: 0;">Attach copy of revised work program.</p>	
Project Manager: <small>DocuSigned by:</small> <div style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block;"> <i>Virgilio Cuasay</i> </div>	(Deputy) Program Manager: <small>DocuSigned by:</small> <div style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block;"> <i>Jessica Savenport</i> </div>

<h3 style="margin: 0;">PART 2: AGREEMENT MODIFICATION</h3>	
Termination Date: 5/1/24	Extend to: N/A
Completion Date: 2/1/24	Extend to: N/A
Justification for Completion/Term Extension or modification(s): (Attach description needed) Augment needed to support additional public outreach, prepare design exhibits for the environmental education facilities, and allow for partner/program research related to the Napa River Ecology Center, which is part of the existing scope previously approved for this project.	
Funding Modification (Check One): No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> (Attach justification & Approved Work Transmittal)	
Other Changes No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> For all other changes, project manager drafts contract amendment, creates folder in Share\Contracts\Draft Amendments\ and works with attorney to finalize language before sending to contract staff.	
Instruction Given by (Project Manager): <div style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block;"> <i>Virgilio Cuasay</i> </div>	Approved by ((Deputy) Program Manager): <div style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block;"> <i>Jessica Savenport</i> </div>
Approved by: (E.O. /D.E.O.) <div style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block; margin-left: 100px;"> <i>Mary Small</i> </div>	

WORK PROGRAM

Grantee Name: City of American Canyon

Project Name: American Canyon Wetlands Restoration Plan

SFBRA Grant Agreement # SFB0021-RA018

DATE: February 23, 2023

I. PROJECT DESCRIPTION

The purpose of this project is to develop a Wetlands Restoration Plan to guide restoration, protection, and improvement of the North Slough and Lower Napa River wetlands and uplands along the City's shoreline. The City of American Canyon (Grantee) will conduct three feasibility studies: The North Slough Levee Flood Protection and Habitat Restoration Study, The Corp Yard Wastewater Overflow Pond and Environmental Education Facilities Opportunities Study, and The Kayak Launch Recreational Facility Study. The City will consult with a Technical Advisory Committee (TAC) to help direct the development of the feasibility studies and the resulting Wetlands Restoration Plan. The Wetlands Restoration Plan will include a Monitoring Plan and will identify projects to improve habitat, reduce flooding, reduce wastewater contamination risk, increase public access, and increase resiliency to sea level rise along the American Canyon shoreline. The Plan will achieve the following objectives:

- Identify solutions to prevent flooding, reduce erosion, and improve the levee site, preserving 120 acres of tidal marsh.
- Identify the level of contamination from the Corp Yard's wastewater overflow pond and identify solutions for improved water quality and habitat value, enhancing 20 acres of wetlands and 5 acres of tidal marsh. Identify feasible location(s) for an ADA-accessible kayak launch to provide public access to the wetlands and increase stewardship of the critical habitat. Evaluate city buildings at the Corp Yard site for interpretive educational opportunities and assess future impacts of sea level rise to ensure sustainable project development.
- Provide the foundation for environmental and design phases for shovel-ready projects that can compete for grant funding from the SFBRA and other state and federal agencies.

II. SCOPE OF WORK

Task 1: Project Management

Before hiring subcontractors for work under this grant agreement, Grantee will submit subcontractor qualifications to perform specified tasks for the review and approval of the Authority Project Manager. In the progress reports, the Grantee shall document all subcontractor activities, deliverables completed, progress, issues and proposed resolutions.

SFBRA Grant Agreement # SFB0021-RA018
Work Program, July 19th, 2022

The City will coordinate with the SFBRA Project Manager to keep her him informed about the status of the project. The City will be responsible for managing the budget and schedule, submitting requests for disbursement, and other project management activities. The City will hold a Project Kick-Off Meeting to: define project scope, create RFP for Consultants, negotiate/approve contract, and identify Consultants. The City will also work with the TAC, who will assist in scoring proposals for, and selecting a Qualified Consultant/Subcontractor. The City shall submit subcontractor qualifications and the draft contract(s) to SFBRA for review and approval prior to execution. The contract shall describe the scope of work and the products expected from each consultant. In the progress reports, the City shall document all subcontractor activities, deliverables completed, progress, issues and proposed resolutions.

Task Deliverable(s): progress reports, invoices, and subcontract documentation.

Task 2: Conduct Three Interconnected Feasibility Studies

Activities below will overlap and occur concurrently in some instances. There will be three interconnected feasibility studies performed to develop the Wetlands Restoration Plan including: The North Slough Levee Flood Protection and Habitat Restoration Feasibility Study; Corp Yard: Wastewater Overflow Pond & Environmental Education Facilities Opportunities Study; and the Kayak Launch Recreational Facility Study.

For each Study, the following will occur:

- a) Define Parameters of Plan Components (2 months)
- b) Review and Provide a Summary of Existing Studies and Plans, Engineering Designs of Existing Structures, Environmental Documentation Relevant to the Project Area (2 months)
- c) Conduct Community Outreach and Education (2 months)
- d) Conduct Individual Feasibility Studies Assessing Existing and Future Scientific and Engineering Challenges and Solutions in Project Areas and Develop a List of Proposed Projects and Associated Costs, Identify Alternatives, and Complete Analyses (18 months)
- e) Gather Community and TAC feedback on Alternatives and Identify Preferred Projects (2 months)
- f) Develop Monitoring Plan (3 months)
- g) Develop a List of Proposed Partnerships, projects, and Funding Sources for Future Phases (1 month)
- h) Conduct neighborhood outreach and prepare design exhibits for Environmental Education Facilities. (2 months)
- i) Conduct partner and program research for Environmental Education Facilities (2 months)

SFBRA Grant Agreement # SFB0021-RA018
Work Program, July 19th, 2022

Task Deliverable(s):

- Three Feasibility Studies that can be used independently or in concert in the Plan for preliminary environmental and design work. And a Monitoring Plan.
- One page summary of Environmental Education Center outreach efforts including goals and outcomes
- Copies of design exhibits, community outreach materials, and displays
- Summary of program and partner alternatives for Environmental Education Center

Task 3: Develop Draft American Canyon Wetlands Restoration Plan

Develop Draft Wetlands Restoration Plan and hold meeting with TAC and City Council (2 months).

Task Deliverable(s):

- Draft Wetlands Restoration Plan
- Technical Advisory Committee Member List
- Meeting Agendas
- Notes and Summaries
- Public Outreach Meeting Notices, Agendas, Notes, Photos, and Summaries
- Report: Environmental Education Center Project
 - summary of existing plans, site studies, and reports
 - recommendations for next steps

Task 4: Develop Final American Canyon Wetlands Restoration Plan

Develop Final Wetlands Plan and hold final meeting of TAC to Review and accept/adopt proposed Wetlands Restoration Plan and present for adoption by City Council (2 months).

Task Deliverable(s): Final Wetlands Restoration Plan

III. SCHEDULE

Work Completion Date:	2/1/24
Final Request for Disbursement and Final Progress Report:	3/1/24
Grant Termination Date:	5/1/24

SFBRA Grant Agreement # SFB0021-RA018
Work Program, July 19th, 2022

The Grantee will submit project deliverables as listed in the schedule below. In the event the Grantee anticipates a delay in the project schedule, the Grantee shall inform the Authority Project Manager by email prior to the scheduled due date of that task or deliverable.

In the event the project cannot be completed prior to the completion date of the Grant Agreement, the Grantee shall request an extension by email, providing justification for the extension and a revised schedule of completion. There is no guarantee that the grant agreement will be extended.

SFBRA Grant Agreement # SFB0021-RA018
Work Program, July 19th, 2022

Task Number	Task Title	Deliverable	Estimated Start Date	Estimated Completion Date
1	Project Management	<ul style="list-style-type: none"> Requests for Disbursement (Invoices), Progress Reports, Copies of Subcontracts 	Not Applicable	Monthly or quarterly throughout the contract term
2	Conduct Three Interconnected Feasibility Studies	<ul style="list-style-type: none"> Three Feasibility Studies that can be used independently or in concert in the Plan for preliminary environmental and design work. Monitoring Plan One page summary of Environmental Education Center outreach efforts including goals and outcomes Copies of design exhibits, community outreach materials, and displays Summary of program and partner alternatives for Environmental Education Center 	3/1/22	7/31/2023
3	Develop Draft American Canyon Wetlands Restoration Plan	<ul style="list-style-type: none"> Technical Advisory Committee Member List Meeting Agendas Notes and Summaries 	5/1/22	7/31/23
		<ul style="list-style-type: none"> Draft Wetlands Restoration Plan Public Outreach Meeting Notices, Agendas, Notes, Photos, and Summaries Report: Environmental Education Center Project 	3/1/23	9/30/23
4	Develop Final American Canyon Wetlands Restoration Plan	<ul style="list-style-type: none"> Final Wetlands Restoration Plan 	6/1/23	12/31/23

SFBRA Grant Agreement # SFB0021-RA018
Work Program, July 19th, 2022

BUDGET OVERVIEW

<u>Task</u>	<u>Task Title</u>	<u>Restoration Authority Grant</u>
1	Project Management	\$0
2	Conduct 3 Feasibility Studies	\$489,500
3	Develop Draft Wetlands Restoration Plan	\$18,000
4	Develop Final Wetlands Restoration Plan	\$10,000
TOTAL		\$517,500

Note: The City of American Canyon will provide an in-kind contribution of \$43,000 of staff time for project management.

IV. BUDGET DETAIL

5.1 Direct Costs

- Project Supplies and Services: Direct costs associated with project supplies and service include the cost of conducting the three feasibility studies, developing the draft Wetlands Restoration Plan, and developing the final Wetlands Restoration Plan.

5.2 Travel Costs

The City will not bill travel costs to the SFBRA Grant.

5.3 Indirect Costs

The City will not bill indirect costs to the SFBRA Grant.

V. SUBCONTRACTORS

The City advertised a request for proposals to potential subcontractors in October 2021 and with the assistance of the TAC, selected Environmental Science Associates (ESA) to complete the work in January 2022. ESA's scope of work, deliverables, schedule, and brief statement of

SFBRA Grant Agreement # SFB0021-RA018
Work Program, July 19th, 2022

qualifications were submitted to the Authority Project Manager for review and approval prior to the Grantee officially awarding a professional services agreement on February 15, 2022.

The City will sub contract with the American Canyon Community and Parks Foundation (ACCPF) to expand community outreach and communications, provide design exhibits, and create site layouts for the Environmental Education Center portion of the project. ACCPF will provide a summary of existing plans, documents, and reports on the project so far. In addition they will provide a plan for the next phase of development including potential partners, funding sources, program opportunities, and operational plans.

VI. PLAN FOR ACKNOWLEDGMENT

The City of American Canyon will acknowledge the Authority funding through posting and sharing on various City-wide online platforms as project milestones and community information and outreach warrant. The City of American Canyon provides monthly touchpoints through the City Manager update newsletter, which has accumulated 13,278 subscribers and residents in the community. The City of American Canyon will also acknowledge the Authority funding through posting on social media platforms including Facebook and Nextdoor, which also reaches a vast audience within the American Canyon and adjacent community.

San Francisco Bay Restoration Authority (2021)

SFBRA Funding Reservation Form

PROJECT INFORMATION

Project Manager	Virgilio Cuasay		
Project Name	American Canyon Wetlands Restoration Plan		
Agreement #	SFB0021-RA018	Amendment #	2
City/County	American Canyon, Napa County		
Grantee (Legal Name)	City of American Canyon		
Date CEQA document submitted to State Clearinghouse			

FUNDING AUTHORIZATION

New Board Authorization

(Attach Certification of Resolutions)

Prior Board Authorization

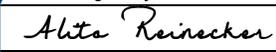
(Attach prior reservation form/s)

EO Augment Authority

(Attach prior reservation form/s)

Date Authorized		Amount Authorized	
Notes			
<i>If this reservation is part of Prior Board Authorization, also complete section below:</i>			
Date to be Reserved	4/13/23	Amount to be Reserved	\$67,500
Prior Amount Reserved (to date)	\$450,000	Total Amount Reserved (prior amount + this reservation)	\$517,500
Notes			
<i>If using EO Augment Authority, also complete section below:</i>			
Date to be Augmented	4/13/23	Amount to be Augmented (max. \$100,000 *)	\$67,500
% Augmented (max. 15% *)	15%	Total Amount (Authorized + Augmented)	\$517,500
Notes	Funding reservation is for an augment utilizing EO authority		
EO Signature			

* SFBRA Board Resolution 28 delegates to the Executive Officer (EO) the authority to augment grant agreements by up to 15%, not to exceed \$100,000.

Certifying Availability of Funds	
MTC Finance Signature	
Date	4/14/2023
Work Item #	441-1777-19-5850

San Francisco Bay Restoration Authority (2021)

DocuSign Envelope ID: 989FA688-DA94-4405-B809-9A6758838DD9



WORK TRANSMITTAL

(One page per Project)

PROJECT INFORMATION

Project Manager: Maggie Jenkins Date: 06/29/2020

Project Name: American Canyon Wetlands Restoration Plan

Project # RA-018

City/County: American Canyon, Napa County

Grantee (Legal Name): City of American Canyon

If Nonprofit: Is Nonprofit Questionnaire complete? Yes No N/A
 Is Nonprofit file complete and current? Yes No N/A

Total Amount to be Authorized: \$ 450,000

1. Program Manager: Jessica Davenport Date: 6/29/2020

2. Legal: Kate Krueger Date: 7/1/2020

3. EO/DEO: Sam Schuchat Date: 7/1/2020

Project Entered onto SFBRA Tracking Sheet? Yes No Date: 06/01/2020

STAFF RECOMMENDATION REVIEW (For 07/17/2020 Board Meeting Date / N/A)

1. Prg Mgr: Jessica Davenport Date: 7/2/2020

2. Legal: Kate Krueger Date: 7/7/2020

3. EO/DEO: Sam Schuchat Date: 7/7/2020

4. *Legal: _____ Date: _____

* At EO/DEO's discretion

NEW AGREEMENT/AMENDMENT REVIEW

CEQA Submitted Date: 7/29/2020 Agreement # SFB0021-RA018

Am. # _____

Budgeted Amount To Be Encumbered \$ 450,000 (of \$ _____, if of previous Authorization, atchd)

Signature Certifying the Availability of these Funds: Helen Woo Date: 9/15/2020

Work Item #: 1777

Contract Entered onto SFBRA Tracking Sheet? Yes No Date: 06/01/2020

MAIL OUT APPROVALS

Legal: Kate Krueger Date: 10/13/2020 Project Manager: Maggie Jenkins Date: 10/15/2020



TITLE

Projects Funded by SB1/Road Maintenance and Rehabilitation Account (RMRA) for Fiscal Year 2023/24

RECOMMENDATION

Adopt a Resolution approving a list of projects for Fiscal Year 2023/24 funded by SB1: The Road Repair and Accountability Act of 2017.

CONTACT

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

BACKGROUND & ANALYSIS

The Road Repair and Accountability Act of 2017 (commonly referred to as SB1) provides funding for road maintenance projects through the Road Maintenance and Rehabilitation Account (RMRA). The RMRA requires annual reporting to the California Transportation Commission (CTC). The City is required to submit a list of potential projects to the CTC by July 1, 2023 in order to receive RMRA funds in FY 2023/24.

On December 7, 2021, the Council approved the revised 5-year Measure T Expenditure Plan. The Expenditure Plan included all proposed road maintenance projects regardless of funding source with segments of Benton Way between Wetlands Edge Road and Elliot Drive at the top of the list to be completed.

In order to comply with CTC requirements, the City must submit a list of only those streets anticipated to be funded with RMRA funds. The recommended project list is as follows:

Street Name	Treatment
Benton Way Pavement Rehabilitation	Road rehabilitation, signage, striping and pavement markings, and ADA curb ramp upgrades

The above street project represents only one of many streets proposed to be improved in FY 2023/24 with other funds such as Measure T. The RMRA funds do carryover from year to year and any unused funds can be spent on other City funded projects in accordance with local needs and

priorities so long as the projects are consistent with RMRA.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

As of January 2023, the State RMRA revenue projections for FY 2023/24 are \$535,391. There is no additional fiscal impact with the adoption of the resolution approving the RMRA Project List for Fiscal Year 2023/24.

ENVIRONMENTAL REVIEW

The procurement of RMRA funding is not a "Project" subject to the California Environmental Quality Act ("CEQA") because securing the funding is exempt under the definition of a "Project" in CEQA Guidelines Section 15378(b)(3) in that it concerns a government funding mechanism or fiscal activity that does not involve a non-exempt activity that may result in a potentially significant physical impact on the environment. Further, the treatment of the existing streets subject to the funding is exempt consistent with CEQA Guidelines section 15301(c) – repair and maintenance of existing streets and sidewalks, and CEQA Guidelines Section 15302 – replacement or reconstruction of existing facilities where the new facilities are located at the same site and will have substantially the same purpose and capacity as the facilities being replaced.

ATTACHMENTS:

- [1. Resolution - Road Maintenance and Rehabilitation Account](#)
- [2. Exhibit A - FY 23/24 Project List](#)

RESOLUTION NO. 2023-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$535,391 in RMRA funding in FY 2023/24 from SB1; and

WHEREAS, this is the seventh year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to assist in developing the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate streets, roads, bridges, add active transportation infrastructure throughout the City this year and similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an at-risk condition and this revenue will help the City increase the overall quality of our road system and over the next decade will bring our streets and roads into a good to excellent condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide and;

WHEREAS, prior to receiving funds for FY 2023/24, the City is required to submit a list of potential projects to the California Transportation Commission; and

WHEREAS, those streets anticipated to be repaired with SB 1 funds are identified in Exhibit A; and

WHEREAS, budget for the list of street repairs located in Exhibit A will be incorporated into the recommendations for the FY 2023/24 Capital Budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon adopts the Road Maintenance and Rehabilitation Account Project List for FY 2023/24 RMRA Revenues, as shown in Exhibit A, attached hereto and made a part thereof.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 16th day of May, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Leon Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

Attachments:

Exhibit A - Road Maintenance and Rehabilitation Account Project List for FY 2023/24

**City of American Canyon
Road Maintenance and Rehabilitation Account (RMRA)
Fiscal Year 2023-24 Project List**

Project Title	Description	Location	Funding Source	Components	Linear Feet	Engineers Estimate	Estimated Start	Estimated Completion	Estimated Useful Life
Benton Way Pavement Rehabilitation	Road rehabilitation, signage, striping and pavement markings, and ADA curb ramp upgrades	Benton Way from Wetlands Edge to Elliot Drive	RMRA	Pre-construction and Construction	2,000	\$ 1,434,000	Mar-23	Sep-24	20 years
Total					2,000	\$ 1,434,000			



TITLE

Safe Gun Storage Ordinance

RECOMMENDATION

Waive first reading by title only, and adopt an Ordinance amending Title 9 of the City of American Canyon Municipal code to add Chapter 8.19 Safe Firearm Storage requiring residents to safely store firearms in their residences.

CONTACT

Rick Greenberg, Police Chief

BACKGROUND & ANALYSIS

Existing California law makes it a crime for a gun owner to store a loaded firearm in a home, or within an area of the owner's control and to do so when the owner knows, or should know, that a child could access it without a parent's permission (California Penal Code Section 25100). If an owner knows that a child could access a stored firearm, the owner should: (1) ensure that the firearm is unloaded; and, (2) store it in a place that the child cannot access (for example, a locked container with a combination lock or a key lock). A violation of the above law is a misdemeanor offense punishable by up to one year in county jail, with greater sentencing if a child accesses the weapon and causes harm, great bodily injury, or death.

Similarly, California law also makes it a criminal offense for a firearm owner to: (1) store a loaded gun in a home, or within an area of the owner's control and do so when the owner knows, or should know, that a person prohibited from possessing a firearm under state law or federal law could access it. If an owner knows that an adult who cannot possess a firearm can get to the stored weapon, the owner should: (1) make certain that it is unloaded; and, (2) store it in a place outside of the adult's access (such as a locked container). A violation of the above law is charged as a misdemeanor. The crime is punishable by up to one year in county jail. This punishment increases if an adult accesses the weapon and causes harm, great bodily injury, or death. In such cases, the crime can be charged as a felony and lead to custody in state prison for up to three (3) years.

Several California jurisdictions have adopted "safe gun storage" ordinances to bolster firearm safety in the home.

A 2017 Pew Research Center survey found that 42% of adults live in a gun-owning household.^{0F[1]} The Centers for Disease Control and Prevention report that in 2019, there were 39,707 firearm-related deaths in the United States.^{1F[2]} In 2019, firearms were used in 23,941 suicides in the United States.^{2F[3]} However, applying trigger locks or using lockboxes to store unsupervised firearms in the home can reduce firearm related violence and accidents.

The City of American Canyon ("City") Council directed staff to prepare a safe firearms storage Ordinance for the City. The proposed ordinance requires any person in a residence in the City to store firearms in a locked container or disable them with an appropriate safety device in the home. Keeping a firearm locked when it is not being carried prevents unauthorized users, including children, from accessing and using firearms which can reduce unintentional discharges, firearm theft, and suicide.

The requirements of this ordinance do not apply when a firearm is legally carried on the person, or otherwise in his or her immediate possession and control, nor when the firearm is in the immediate possession and control of a peace officer. The ordinance as proposed does not create a substantial to burden to persons lawfully carrying and storing firearms in the home, but it requires safe firearm storage in an effort to decrease the risk of harm to children and the entire community.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

There is no anticipated direct or indirect fiscal impact as a result of this item.

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

[1. Ordinance- Firearm Storage](#)

ORDINANCE NO. 2023-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON, STATE OF CALIFORNIA, AMENDING TITLE 9 OF CITY OF AMERICAN CANYON MUNICIPAL CODE TO ADD CHAPTER 8.19 SAFE FIREARM STORAGE

WHEREAS, the City of American Canyon ("City") does not presently regulate firearm storage within residential locations;

WHEREAS, firearm injuries have a significant adverse public health and safety impact nationally, regionally, and locally;

WHEREAS, improperly stored firearms may result in accidental firearm injuries and/or deaths, particularly in homes with children;

WHEREAS, in California, numerous people die each year from injuries related to firearms, and many more are hospitalized for non-fatal gunshot wounds;

WHEREAS, having a loaded or unlocked firearm in the home has been associated with an increased risk of firearm-related injury and death, as well as theft of the firearm;

WHEREAS, a firearm stored while loaded or unlocked increases the risk of an accidental shooting;

WHEREAS, quick access to a loaded firearm heightens the risk that a person's impulsive decision to commit suicide may be carried out without reflection or seeking help, and that the impulsive attempt will be fatal;

WHEREAS, utilizing gun locks or lock boxes when storing firearms in the home reduces the risk of firearm injury and death, as well as theft;

WHEREAS, keeping a firearm locked when it is not being carried ensures that it cannot be accessed or used by others without the owner's knowledge or permission, decreasing the risk that the gun will be used to commit suicide, homicide, or inflict injury, whether intentionally or unintentionally;

WHEREAS, the International Association of Chiefs of Police and the American Academy of Pediatrics recommend the safe storage of firearms;

WHEREAS, both gun control and gun rights activists, including the National Rifle Association, endorse the use of locking devices when storing firearms to ensure that unauthorized and untrained persons cannot access firearms to inflict injury or cause death;

WHEREAS, requiring stored, unsupervised firearms to be secured with gun locks or in a locked container does not substantially burden the right or ability to use firearms for self-defense in the home;

WHEREAS, the proposed locking requirements apply to firearms that are not being legally carried. Legal firearm owners and adults over 18 may still carry loaded and unlocked firearms in their home at any time consistent with applicable law. The safe storage requirements also permit legal owners to store their firearms fully loaded consistent with applicable law if they wish;

WHEREAS, firearm security does not preclude quick access. Portable lockboxes with simplex or biometric locks can store loaded handguns such that they are always within easy reach on counters, tables, or nightstands. Such safely stored handguns may be more quickly and easily retrieved for use in self-defense than unlocked handguns hidden away in seldom-used or remote locations; and,

WHEREAS, the City Council finds that requiring safe storage of firearms would constitute a sensible safety regulation and would not be unduly burdensome for firearm owners.

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

SECTION 1. Recitals. The above recitals are incorporated as though set forth in this section.

SECTION 2. Adoption. City Municipal Code Title 8, Chapter 8.19 is hereby adopted as set forth below. Accordingly, the Table of Contents for the City of American Canyon Municipal Code Title 8 is hereby amended to add reference to Chapter 8.19 "Safe Firearm Storage."

Chapter 8.19, 8.19.010, 8.19.020 and 8.19.030 Safe Firearm Storage are hereby added to the American Canyon Municipal Code, to read as follows:

Chapter 8.19.010 Storage of Firearms in a Residence

Except when carried on his or her person, or otherwise in his or immediate control and possession, no person shall keep a firearm (as defined in California Penal Code section 16520, as it may be amended from time to time) in any residence in American Canyon owned or controlled by that person unless the firearm is stored in a locked container (as defined in California Penal Code section 16850, as it may be amended from time to time) or the firearm is disabled with a safety device listed on the California Department of Justice's roster of firearm safety devices (as defined in California Penal Code sections 16540 & 23635, as may be amended from time to time).

Chapter 8.19.020 Violations

The violation of this Chapter shall constitute an infraction. This Chapter may be enforced as described in Title 1 of this Code.

Chapter 8.19.030 Exceptions and Other Laws

The requirements of section 8.19.010 do not apply when a firearm is carried on the person of, or is otherwise in the immediate control and possession of, an individual in accordance with applicable local, state, and/or federal laws.

This Chapter does not apply when a firearm is carried on the person of, or is otherwise in the immediate control and possession of a peace officer (as defined in California Penal Code sections 830 et seq, as may be amended from time to time).

It is not the intention of this Chapter to regulate any conduct if the regulation of such conduct has been preempted by state or federal law.

SECTION 3. CEQA. The adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), which provides that CEQA only applies to projects which have the potential for causing a significant effect on the environment. Where it can be determined that the proposed project will not have a significant adverse effect on the environment, the project is not subject to CEQA. This Ordinance sets requirements for safe storage of firearms in residential locations, and does not propose nor authorize any action or specific project that would have the potential to cause a significant adverse effect on the environment.

SECTION 4. Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable, or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

SECTION 5. Publication; Effective Date. This Ordinance shall take effect and be enforced within thirty (30) days from and after the date of its adoption by the City Council at a second reading and shall be posted and published in accordance with the California Government Code.

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

The foregoing Ordinance was introduced at a Regular Meeting of the City Council of the City of American Canyon, State of California, held on the 16th day of May, 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

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 _____, 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

106 Wilson Way - Second Special Assessment Lien

RECOMMENDATION

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

CONTACT

William D. Ross, City Attorney

BACKGROUND & ANALYSIS

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

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

Chapter 9.04 et seq. and 10.36 et seq. of the American Canyon Municipal Code outlines the process for City-led abatement of property and vehicles. The Code requires an itemized report by the City Manager to be filed with the City Council. Following the filing of the report and confirmation by Council, the City Clerk will deliver the Resolutions by certified mail to the Napa County Recorder's

Office to establish special assessment liens for the cost of the abatement. The total cost of abating both the property and the vehicles through September 30, 2022, was \$181,016.50.

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

On December 20, 2022, the City Council adopted Resolution 2022 - R111 which confirmed the Report of Proceedings and Accounting for costs incurred in abating the public nuisance at 106 Wilson Way through September 30, 2022.

Since September 30, 2022, there has been ongoing litigation entitled City of American Canyon v. Leon Dale Schmidt, Napa County Superior Court case number 22CV001041 regarding the public nuisance. Further, Property Owner has started reaccumulating items on his property, living out a vehicle parked on the property, and urinating on the property (Attachment 5), all of which constitute continued public nuisances that have been the subject of issued code enforcement violations by City Staff and will need further abatement action.

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

The Resolution accounts for costs incurred by the City through April 30, 2023. Additional costs will be presented to the City Council for consideration at future City Council meetings. The City Manager's Report contains an itemized accounting of expenses incurred through April 30, 2023 (Attachment 2). The invoices reflecting the line items for the expenses incurred are attached as Attachments 3-4.

Due to the reaccumulation of waste and debris (Attachment 5), it is anticipated that future Public Hearings will be necessary regarding ongoing costs of abating the Property as subsequent Notices of violation have already been issued (Attachment 6).

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

The City has been billed for expenses incurred for this abatement. Previous bills include clean up fees, City Attorney fees, and staff time costs through September 30, 2022. Current bills include City Attorney fees and staff time costs through April 30, 2022. If the second special assessment lien is confirmed by Council, the amount of \$26,891.04 can be a second lien against the Property and eventually recovered and remitted to the City General Fund. The Special Assessment Lien Resolution passed on December 20, 2022 was in the amount of \$181,016.50.

ENVIRONMENTAL REVIEW

Not a Project under CEQA Guidelines Section 15378.

ATTACHMENTS:

1. Resolution 106 Wilson Way
2. Itemized Accounting for Public Nuisance Abatement 5.16.23
3. LOWDR Invoices - 106 Wilson Way
4. Personnel Costs
5. Reaccumulation Photos
6. Citations Issued

RESOLUTION NO. 2023-

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

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

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

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

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

WHEREAS, the City has obtained a default judgement in litigation entitled *City of American Canyon v. Leon Dale Schmidt*, Napa County Superior Court case number 22CV001041 regarding the continued public nuisance and need for abatement of the Property;

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

SECTION 1. Approves the reports of Proceedings and Accounting of the cost in the total amount of \$26,891.04.

SECTION 2. That a second special assessment lien in the amount of \$26,891.04 is hereby imposed upon the Property described herein.

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

SECTION 4. That the County Recorder is respectfully requested to record the notice of second special assessment lien in the amount of \$26,891.04 against 106 Wilson Way.

SECTION 5. That after recordation, the City Clerk shall cause a certified copy of the City Council's decision confirming the abatement costs to be filed with the Napa County auditor-controller. The auditor-controller is respectfully requested to add \$26,891.04 to the next regular tax bill levied against for 106 Wilson Way on the County Tax Roll opposite the parcel of land referred to, and that thereafter said amount shall be collected at the same time and in the same manner as ordinary municipal taxes.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 16th day of May, 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



PROCEEDINGS AND ACCOUNTING SECOND REPORT

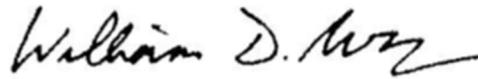
PUBLIC NUISANCE PROPERTY ABATEMENT

- I. LOCATION/LEGAL:
- Assessor's Parcel Number: 058-370-002
- Address: 106 Wilson Way
- II. OWNER OF RECORD: Lee Schmidt
- III. PROCEDURE:
- a. Notice of Violation: 7/1/2021
 - b. Non-Compliance: 7/22/2021
 - c. Notice of Violation: 9/21/2021
 - d. Non-Compliance: 10/5/2021
 - e. Notice of Violation: 2/2/2022
 - f. Non-Compliance: 2/7/2022
 - g. *Ex-Parte* Application filed: 7/28/2022
 - h. Inspection Warrant/Abatement Order Issued: 7/29/2022
 - i. *Ex-Parte* Renewal Application filed: 8/15/2022
 - j. Inspection Warrant/Abatement Order Issued: 8/17/2022
 - k. *Ex-Parte* Extension Application filed: 9/1/2022
 - l. Inspection Warrant/Abatement Order Issued: 9/2/2022
 - m. *City of American Canyon v. Leon Dale Schmidt*, case number 22CV001041 filed: 9/9/2022
 - n. *Ex-Parte* Extension Application filed: 9/16/2022
 - o. Inspection Warrant/Abatement Order Issued: 9/16/2022
 - p. CVE Abatement Work Completion: 9/27/2022
 - q. Notice of Administrative Citation Issued: 3/14/2023
 - r. Request for Default Judgment filed: 3/16/2023
 - s. Notice of Administrative Citation Issued: 3/22/2023/4/14/2023
 - t. Request for Court-Ordered Default Judgment filed: 4/24/2023
 - u. Court-Ordered Default Judgment Granted: 4/25/2023
 - v. Notice of Entry of Judgment filed
- IV. ACCOUNTING (from October 1, 2022 through April 30, 2023):
-
- | | |
|----------------|-----------------------|
| Attorneys Fees | \$2,067.11 (October) |
| | \$6,749.00 (November) |
| | \$812.50 (December) |
| | \$152.50 (January) |
| | \$2,947.00 (February) |
| | \$4,814.75 (March) |
-

PROCEEDINGS AND ACCOUNTING SECOND REPORT
PUBLIC NUISANCE ABATEMENT

Page 2

	\$8,548.25 (April)
Personnel Costs	\$799.93 (Tiffany Ford)
Total	\$26,891.04



William D. Ross, City Attorney



Law Offices of William D. Ross

400 Lambert Avenue
 Palo Alto, CA 94306
 Phone: (650) 843-8080
 Fax: (650) 843-8093
 lawross.com

Invoice To:
 City of American Canyon
 4381 Broadway, Suite 201
 American Canyon, CA 94503

Payable To:
 400 Lambert Avenue
 Palo Alto, CA 94306
 Phone: (650) 843-8080
 Fax: (650) 843-8093
 lawross.com

INVOICE

Invoice # 10763
 Date: 11/16/2022

Invoice Number	Total
10763	\$2,067.11
	Subtotal \$2,067.11
	Tax \$0.00
	Amount Due \$0.00

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INVOICE

Invoice # 10817
 Date: 12/12/2022

Invoice Number	Total
10817	\$6,749.00
	Subtotal \$6,749.00
	Tax \$0.00
	Amount Due \$0.00

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INVOICE

Invoice # 10866
 Date: 01/10/2023

Invoice Number	Total
10866	\$812.50
	Subtotal \$812.50
	Tax \$0.00
	Amount Due \$0.00

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INVOICE

Invoice # 10915
 Date: 02/08/2023

Invoice Number	Total
10915	\$152.50
	Subtotal \$152.50
	Tax \$0.00
	Amount Due \$152.50

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 Palo Alto, CA 94306
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 Fax: (650) 843-8093
 lawross.com

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 4381 Broadway, Suite 201
 American Canyon, CA 94503

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 Palo Alto, CA 94306
 Phone: (650) 843-8080
 Fax: (650) 843-8093
 lawross.com

INVOICE

Invoice # 10967
 Date: 03/15/2023

Invoice Number	Total
10967	\$2,947.00
	Subtotal \$2,947.00
	Tax \$0.00
	Amount Due \$0.00

Law Offices of William D. Ross

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 Palo Alto, CA 94306
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 Fax: (650) 843-8093
 lawross.com

Invoice To:
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 American Canyon, CA 94503

Payable To:
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 Palo Alto, CA 94306
 Phone: (650) 843-8080
 Fax: (650) 843-8093
 lawross.com

INVOICE

Invoice # 11030
 Date: 04/13/2023

Invoice Number	Total
11030	\$4,814.75
	Subtotal \$4,814.75
	Tax \$0.00
	Amount Due \$4,814.75

Law Offices of William D. Ross

400 Lambert Avenue
 Palo Alto, CA 94306
 Phone: (650) 843-8080
 Fax: (650) 843-8093
 lawross.com

Invoice To:
 City of American Canyon
 4381 Broadway, Suite 201
 American Canyon, CA 94503

Payable To:
 400 Lambert Avenue
 Palo Alto, CA 94306
 Phone: (650) 843-8080
 Fax: (650) 843-8093
 lawross.com

INVOICE

Invoice # 11041
 Date: 05/04/2023

Invoice Number	Total
11041	\$8,548.25
	Subtotal \$8,548.25
	Tax \$0.00
	Amount Due \$8,548.25

From: Tiffany Ford <tford@cityofamericancanyon.org>
Sent: Wednesday, May 3, 2023 3:18 PM
To: Christina Bellardo
Cc: Kypros Hostetter
Subject: RE: 106 Wilson Way; Staff Time; October 1, 2022 - April 30, 2023

Good afternoon Christina,

I have calculated that I've spent approximately 375 minutes on enforcement for 106 Wilson Way between 10/1/2022 and 4/30/2023. My fully burdened hourly rate is \$127.99 for code enforcement. Here's how I did the math:

375 minutes divided by 60 = 6.25 hours x \$127.99 = \$799.93 or approximately \$800.00

Please let me know if you need anything else.

Kind regards,

Tiffany Ford
Code Enforcement Officer, Community Development Department
City of American Canyon | 4381 Broadway Street, Suite 201 | American Canyon, CA 94503
(707)647-4599 | tford@cityofamericancanyon.org











NOTICE OF ADMINISTRATIVE CITATION

Citation No. CE2303-004

CITY OF AMERICAN CANYON

[] COMMUNITY DEVELOPMENT DEPARTMENT
[X] CODE ENFORCEMENT DIVISION
4381 Broadway, Suite 201
American Canyon, CA 94503
(707) 647-4599

[] POLICE DEPARTMENT
911 Donaldson Way East
American Canyon, CA 94503
(707) 551-0600

Citation/Correction Date: Mar. 14, 2022 Time: 2:30 PM
An inspection of the premises located at 106 WILSON WAY in the City of American Canyon, revealed a violation(s) of the American Canyon Municipal Code.

Name of owner or business: LEE SCHMIDT
Address if different than violation:

- [] 1ST CITATION \$100.00.....IS NOW DUE AND PAYABLE
[X] THE NEXT LEVEL CITATION IS NOW PENDING AND YOU MAY BE CITED EACH DAY THE VIOLATION CONTINUES. OTHER ENFORCEMENT ACTION AND PENALTIES MAY ALSO RESULT IF COMPLIANCE IS NOT ACHIEVED OR IF YOU CONTINUE TO IGNORE THIS CITATION.
[X] 2ND CITATION \$200.00.....IS NOW DUE AND PAYABLE
[] 4th CITATION \$500.00.....IS NOW DUE AND PAYABLE

THIS VIOLATION(S) WAS ORIGINALLY BROUGHT TO YOUR ATTENTION ON 8/20/2020, AND YOU HAVE NOT CORRECTED OR RESOLVED THE VIOLATION(S).

Table with 2 columns: AMERICAN CANYON CODE SECTION(S) and DESCRIPTION OF VIOLATION(S). Rows include 9.04.040(A)(2) Accumulation of rubbish and trash, 9.04.040(A)(3)a Inoperable vehicles, 10.36.040(E) Vehicle used for storage/ as living quarters, IPMC 302.1 Sanitation, IPMC 308.1 Rubbish/Trash accumulation, H&S 17920.3 (c) Any Nuisance, H&S 17920.3 (j) Health & Safety hazard on premises.

CORRECTION(S) REQUIRED: Remove all debris, rubbish, and trash from the property. Remove inoperable vehicles from being stored in public view or provide proof of current registration and demonstrate operability. Refrain from storing trash and debris inside the vehicles. Refrain from the using the Coachmen RV or other vehicles on the property as living quarters. Met compliance by 3/21/2023.

SERVED VIA CERTIFIED AND US MAIL
RECEIPT ACKNOWLEDGED BY DATE 3/14/2023

SIGNATURE OF OFFICER PRINT NAME OF OFFICER ID#
Tiffany Ford Tiffany Ford CEO

VIOLATION(S) CLEARED AS OF (DATE INSPECTED)

IMPORTANT – READ CAREFULLY
THE LAW REQUIRES

City of American Canyon Administrative Citation Program

American Canyon Municipal Code Chapter 9.12 provides for the issuance of Administrative Citations for Municipal and Zoning Code violations, failure to comply with conditions to an entitlement such as a Use Permit or Design Permit, and applicable State Codes. There are three levels of citations that can be issued progressively for a violation. The fines, as indicated on the front of the citation, are \$100.00 for the First Citation, \$200.00 for the Second Citation and \$500.00 for the Third and subsequent Citations for violations of the same Ordinance, entitlement, or State Code within one year. **These fines are cumulative and citations may be issued each day the violation exists.** A warning, if issued, does not incur a fine and, therefore, may not be appealed.

Rights of Appeal

You have the right to appeal this Administrative Citation within fifteen (15) days from the citation/correction date together with an advanced deposit of the fine along with a Request for Hearing form. An appeal must be in writing to the address on the front of this citation and to the attention of “Administrative Citation Hearing Officer.” A properly filed appeal will result in an administrative hearing.

Failure of any person to properly file a written appeal within fifteen (15) CONSECUTIVE days from the citation/correction date shall constitute a waiver of his or her right to an administrative hearing and adjudication of the Administrative Citation or any portion thereof and the total amount of the fine.

How to Pay Fine

The amount of the fine is indicated on the front of this Administrative Citation. Prior to receiving an invoice from the Finance Department, you may pay by mail or in person at 4381 Broadway, Finance Department, American Canyon City Hall. Payment should be made by personal check, cashier’s check, or money order, payable to the City of American Canyon. Please write the citation or account number on your check or money order.

If the citation is not paid or appealed within the statutory time, you will receive an invoice from the City’s Finance Department. Please follow the instructions on the invoice to ensure proper processing of your payment. Payment of the fine shall not excuse the failure to correct the violation nor shall it bar further enforcement action by the City of American Canyon.

Consequence of Failure to Pay the Fines

The failure of any person to pay the fine assessed by the Administrative Citation within the time specified on the Citation or on the invoice from the Finance Department may result in a claim with the Small Claims Court or any legal remedy available to collect such money. The City has the authority to collect all costs associated with the filing of such actions. Failure to pay fine requirements may be found in American Canyon Municipal Code Section 9.12.110.

Consequence of Failure to Correct Violations

There are numerous enforcement options that can be used to encourage the correction of violations. These options include, but are not limited to: civil penalties, abatement, criminal prosecution, civil litigation, recording the violation with the County Recorder and forfeiture of certain State tax benefits for substandard residential rental property. These options can empower the City to collect fines up to \$100,000, to demolish structures or make necessary repairs at the owner’s expense, and to incarcerate violators. Any of these options or others may be used if the administrative citations do not achieve compliance.

If you need further clarification about payment of the citation, please call (707) 647-4360 for the Finance Department.

If you need further information about the violations and/or how to comply, please call the Enforcement Officer that signed the Administrative Citation.

A full description of the hearing process for the City’s Administrative Hearings for Municipal Code violations, failure to comply with conditions to an entitlement, or applicable State Codes and your rights in that process are found in American Canyon Municipal Code Sections 9.12.090 and 9.12.110.

NOTICE OF ADMINISTRATIVE CITATION

Citation No. CE2303-005

CITY OF AMERICAN CANYON

[] COMMUNITY DEVELOPMENT DEPARTMENT
[X] CODE ENFORCEMENT DIVISION
4381 Broadway, Suite 201
American Canyon, CA 94503
(707) 647-4599

[] POLICE DEPARTMENT
911 Donaldson Way East
American Canyon, CA 94503
(707) 551-0600

Citation/Correction Date: Mar. 22, 2022 Time: 10:30 PM
An inspection of the premises located at 106 WILSON WAY in the City of American Canyon, revealed a violation(s) of the American Canyon Municipal Code.

Name of owner or business: LEE SCHMIDT
Address if different than violation:

- [] 1ST CITATION \$100.00.....IS NOW DUE AND PAYABLE
[X] THE NEXT LEVEL CITATION IS NOW PENDING AND YOU MAY BE CITED EACH DAY THE VIOLATION CONTINUES. OTHER ENFORCEMENT ACTION AND PENALTIES MAY ALSO RESULT IF COMPLIANCE IS NOT ACHIEVED OR IF YOU CONTINUE TO IGNORE THIS CITATION.
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[] 3rd CITATION \$500.00.....IS NOW DUE AND PAYABLE

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SERVED VIA CERTIFIED AND US MAIL

RECEIPT ACKNOWLEDGED BY DATE 3/22/2023

SIGNATURE OF OFFICER PRINT NAME OF OFFICER ID#
Tiffany Ford Tiffany Ford CEO

VIOLATION(S) CLEARED AS OF (DATE INSPECTED)

IMPORTANT – READ CAREFULLY
THE LAW REQUIRES

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Consequence of Failure to Pay the Fines

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Consequence of Failure to Correct Violations

There are numerous enforcement options that can be used to encourage the correction of violations. These options include, but are not limited to: civil penalties, abatement, criminal prosecution, civil litigation, recording the violation with the County Recorder and forfeiture of certain State tax benefits for substandard residential rental property. These options can empower the City to collect fines up to \$100,000, to demolish structures or make necessary repairs at the owner’s expense, and to incarcerate violators. Any of these options or others may be used if the administrative citations do not achieve compliance.

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If you need further information about the violations and/or how to comply, please call the Enforcement Officer that signed the Administrative Citation.

A full description of the hearing process for the City’s Administrative Hearings for Municipal Code violations, failure to comply with conditions to an entitlement, or applicable State Codes and your rights in that process are found in American Canyon Municipal Code Sections 9.12.090 and 9.12.110.



TITLE

Review Proposed Fiscal Year 2023-24 Budget

RECOMMENDATION

Review Proposed Fiscal Year 2023-24 Budget

BACKGROUND & ANALYSIS

The Fiscal Year 2023-24 budget process kicked off in February and finance staff has been actively developing the budget in collaboration with city departments, the Assistant City Manager and the City Manager. This new budget includes significant changes to the fund balance structure. Staff presented at the City Council Budget Workshop on March 24, 2023, the existing fund balances in the General Fund and recommended the creation of new renovation and replacement funds to systematically set money aside for small to medium sized projects, and replacement of city assets. These new renovation and replacement funds will allow the city to build up reserves to replace aging infrastructure, including park assets, civic facilities and streets. Staff also recommended the creation of a pension stabilization fund to assist the city in smoothing out any potential large spikes in pension annual required contributions.

The March 24th Workshop focused primarily on fund balances, specifically the undesignated reserve, economic development reserve and the general fund capital projects reserve. A new way of budgeting was introduced to City Council, whereby the elimination of the economic development and capital improvement reserve was recommended and the establishment of renovation and replacement funds, as well as a pension stabilization fund. Future contributions to these new funds will be incorporated in future budgets. This new budget will include transfers out of general fund reserves in the amount of \$5,037,000 to initially fund these new internal service funds and complete several parks projects which were also discussed at that meeting. This report today provides the Finance Subcommittee with a summary of all City Funds – and an update to the newly incorporated projections for the General Fund. The City's overall Budget is comprised of *Governmental Funds* such as General Fund, Special Revenue Funds, Capital Projects Funds, and Debt Service Funds; *Enterprise Funds* such as Water Enterprise Fund, Wastewater Enterprise Fund, and Recycled Water Enterprise Fund; and *Internal Service Funds*, such as Building Maintenance, Fleet, Information Technology, Legal Services and the newly proposed Renovation and Replacement Funds as well as a Pension Stabilization Fund.

The "Proposed Budget" will be presented to City Council on May 16th and the "Final Budget" will be brought forth to Council on June 6th for adoption. The General Fund proposed budget has an operational surplus of \$388,535, however when we take into account the proposed transfers out to the newly created funds discussed above, the net General Fund fund balance will decrease by \$4,648,465. Although presentation wise the budget will show a deficit due to transfers out, this is a one-time outflow partially offset using one-time revenues from last fiscal year and restructuring fund balances.

The Fiscal Year 2023-24 Budget appropriations for all funds is approximately \$116.7M (an increase of 53% or approximately \$40.5M from the Fiscal Year 2022-23 Adopted Budget), with General Fund appropriations of approximately \$33.6M (an increase of 26.5% or approximately \$6.8M). [Attachment 1](#) shows the overall budget categories at their aggregate levels.

General Fund

General Fund Revenues total approximately \$29.0M. Property taxes are expected to increase 4.4% due to the strong real estate market in 2022, sales in calendar year 2022 are placed on the January 2023 tax roll and reflected in FY 2023-24 revenues. Sales tax revenues are estimated to continue to grow by at \$130k in FY2023-24, excluding one-time revenues received in FY2022-23. The City received a favorable State of California sales tax audit determination in FY2022-23, in which a business within the city limits was considered the point of sale and therefore sales tax dollars were allocated to the City. Transient Occupancy Taxes (TOT) from the 3 existing hotels are expected to remain strong in the coming fiscal year (approximately \$1.9M). Additional hotels (Home to Suites, Hampton Inn, and Watson Ranch Hotel) including one currently under construction and two planned for completion in the coming years are expected to double our TOT revenues. Home to Suites is scheduled to be completed by January 2024 and is included in projected revenues for FY2023-24. We are expecting other taxes such Franchise Fees (\$1.1m) to continue modestly in the coming years as the city continues to grow. Most of these estimates are based on consultant analysis of economic performance. The remainder of the revenues are budgeted conservatively and will be reassessed as more information becomes available. If no updates are obtained before the Final Budget is presented to Council for adoption in June, we will reassess trends during the midyear budget amendment process.

General Fund Expenditures total approximately \$33.6M. Expenditures include cost of living adjustments for employee salaries, projected step increases for eligible employees, and increased costs for Other Post Employment Benefits. CalPERS retirement costs decreased as a result of favorable pension system investment returns in FY2021 resulting in a lower Unfunded Actuarial Liability payment, however based on the pension system's FY2022 negative returns, we will see an increase to our retirement costs beginning in FY2024-25. Non-personnel expenditures include adding a Sergeant in January 2024 for the Sheriff Contract for Police Services, contributions to the Internal Service Fund budgets for Fleet and Information Technology, increased insurance and contractual services costs, and finally transfers out to the newly created renovation and replacement funds as well as a pension stabilization fund in the amount of \$5,037,000.

The proposed budget includes decreasing the General Fund Reserve by the \$5,037,000 transfers. The Capital Projects Reserve and the Economic Development Reserve will be eliminated which previously had fund balances of \$1,300,000 and \$1,000,000 respectively. The new proposed General Fund fund balance will meet the city's policy of setting aside 25% of previous years expenditures in the General Fund contingency, projected at \$6,636,491. The remaining fund balance will be comprised of \$1,529,909 in restricted fund balance, and \$2,077,032 in undesignated reserve.

FY 2023-24 Capital Improvement Program

The current funding for ongoing projects is primarily from restricted Governmental Funds sources, as well as Enterprise Funds, where appropriate. The current year CIP expenses are \$31M, major projects include \$9.5M for Green Island Rd Reconstruction/Utility Undergrounding and \$3.3M for Recycled Water Expansion/Fill Stations. City Council appropriated \$4.7M of the \$4.9M of American Rescue Plan Act (ARPA) funding that will also be combined with other sources to provide previously approved improvements.

Water Enterprise Fund

Water Fund proposed revenue is \$20.6M. Water Fund proposed expenditure is \$15.9M. The larger than normal revenues are a result of active development in the city and large capacity fee revenues, this funding will be utilized as the water system is expanded. A rate study is currently underway to identify future needs and resources, which will be brought to Council for consideration later this year.

Wastewater Enterprise Fund

Wastewater Fund proposed revenue is \$11.1M. Wastewater Fund proposed expenditure is \$10.7M. Like the water fund, larger than normal capacity fee revenues are expected to be collected in FY 2023-24. Again, a rate study is currently underway to identify future needs and resources, which will be brought to Council for consideration.

Recycled Water Enterprise Fund

This was a newly created fund as of FY 2020-21 and is now reported as a separate enterprise fund in our financial statements. Recycled Water is a key aspect of our water supply system – and as such – it was appropriate to create a separate enterprise fund separate from the Water and Wastewater Enterprise Funds. The proposed fund revenue totals \$3.6M and proposed expenditures total \$4.6M. FY 2023-24 is the first year that employees will be partially allocated to this fund which is reflected in the operational costs for the fund. Rate studies have not been completed for Recycled Water to date and it is included in the rate study that is currently underway to identify future needs and resources, which will be brought to Council for consideration.

Internal Services Funds (ISF)

The City has historically maintained four internal service funds to support city services: Building

Maintenance, Fleet, Information Technology, and Legal Services; this proposed budget will create several new Renovation and Replacement Funds as well as a new Pension Stabilization Fund bringing the total internal service funds to nine. The goal of any ISF is to breakeven over time, fund Balances are allowable if there is a plan to use those resources to fulfill the objective of the fund, such as Information Technology infrastructure, fleet replacements or other asset replacements such as playground equipment, streets, or civic facilities. Total ISF expenditures for FY 2023-24 are budgeted to increase by \$1.7M to \$4.5M. This large increase is a result of newly created parks renovation and replacement fund incurring expenses for shade structures, a park restroom and irrigation controller upgrades at city owned parks, totaling \$737k and adding funding to the legal services ISF to eliminate the negative fund balance.

Debt Service

The City maintains total debt of \$11.1M (June 30, 2022) – with annual debt service payments of \$1.3M in FY 2022-23 and \$0.9M in FY 2023-24 across a number of funding sources, excluding non-financed long-term liabilities such as compensated absences, claims and judgments, net pension liability, and other post-employment benefits.

Looking towards the Future

Projected growth in American Canyon will increase our property tax base, which accounts for over half of the City's discretionary income. New residential, industrial and commercial development will also likely increase sales tax revenues to help pay for City services as more residents shop and dine in town and more businesses open up. There are also 3 proposed new hotels, with one currently under construction that would supplement TOT revenues and a new fast casual restaurant, which is expected to open in spring 2024.

The City has recovered from the pandemic lows and with new developments underway the city has a mix of healthy future revenue growth projections. Our projections for Fiscal Year 2023-24 continue to evolve with continued inflationary pressures that are partially an impact of the COVID-19 Pandemic response and the economic uncertainty. The Federal Reserve has raised target overnight rates from 0.25% to 5.00% in the last year, with one more increase forecast in 2023. Along with increased fuel costs and food costs, overall borrowing is becoming more expensive reducing the disposable income for households and increasing borrowing costs for all.

Currently, the Proposed Budget continues to bring back many services to pre-pandemic levels. Staff continues to refine the 10-Year Budget Forecast, which will be incorporated into the Final June Budget. Thereafter staff will continue to develop a more dynamic and robust Long-Term Financial Forecast (LTFF).

Next Steps

Staff will provide the City Council with a Recommended Fiscal Year 2023-24 Budget as well as the 2024-2028 Capital Improvement Program Budget for adoption on June 6, 2023.

ATTACHMENTS:

Summary of General Fund Revenues, Expenditures, and Fund Balances FY2023-24

Proposed Budget General Fund Revenues and Expenditures

REVENUES	2017-18 Actuals	2018-19 Actuals	2019-20 Actuals	2020-21 Actuals	2021-22 Actuals	2022-23 Midyear Budget	2023-24 Budget (Proposed)
PROPERTY TAX	9,778,187.00	10,552,090.00	11,140,203.00	11,348,827.00	12,194,040.00	12,721,093.00	13,281,568.00
SALES TAX	2,800,575.00	2,710,944.00	2,463,610.00	2,848,230.00	3,095,329.00	5,890,000.00	4,520,000.00
TRANSIENT OCCUPANCY TAX	1,593,331.00	1,548,920.00	1,140,969.00	885,394.00	1,643,934.00	1,560,000.00	1,904,000.00
OTHER TAXES	657,300.00	688,897.00	382,440.00	319,570.00	561,532.00	600,450.00	622,600.00
TOTAL TAX REVENUES	14,829,393.00	15,500,851.00	15,127,222.00	15,402,021.00	17,494,835.00	20,771,543.00	20,328,168.00
FRANCHISE FEES	738,064.00	750,990.00	784,698.00	814,696.00	839,555.00	969,700.00	1,133,520.00
LICENSES AND PERMITS	565,919.00	218,405.00	308,107.00	362,504.00	505,802.00	893,947.00	887,400.00
FINES, FORFEITURES, AND PENALTIES	79,428.00	139,272.00	60,068.00	70,242.00	102,326.00	83,130.00	108,500.00
INTERGOVERNMENTAL	60,934.00	290,984.00	61,093.00	82,743.00	61,789.00	58,723.00	58,100.00
CHARGES FOR SERVICES	2,162,656.00	1,825,774.00	944,836.00	1,164,863.00	1,651,732.00	1,679,501.00	1,923,986.00
INVESTMENT EARNINGS (INTEREST AND RENTS)	210,046.00	987,814.00	1,070,610.00	92,279.00	(831,019.00)	471,534.00	445,563.00
MISCELLANEOUS	548,623.00	715,515.00	480,117.00	371,170.00	515,850.00	567,864.00	504,536.00
TOTAL OPERATING REVENUES	4,365,670.00	4,928,754.00	3,709,529.00	2,958,497.00	2,846,035.00	4,724,399.00	5,061,605.00
TRANSFERS IN - INTERFUND FOR SUPPORT SERVICES	1,183,700.00	1,313,800.00	1,385,500.00	1,486,362.00	1,529,924.00	1,899,153.00	2,386,393.00
TRANSFERS IN - GASOLINE TAX	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00
TRANSFERS IN - CAPITAL PROJECTS	161,102.00	520,292.00	371,030.00	416,398.00	163,491.00	-	-
TRANSFERS IN - OTHER	51,217.00	300,800.00	183,654.00	429,752.00	440,326.00	1,156,212.00	878,250.00
TOTAL TRANSFERS IN	1,696,019.00	2,434,892.00	2,240,184.00	2,632,512.00	2,433,741.00	3,355,365.00	3,564,643.00
TOTAL REVENUES	20,891,082.00	22,864,497.00	21,076,935.00	20,993,030.00	22,774,611.00	28,851,307.00	28,954,416.00
EXPENDITURES							
SALARIES	4,852,526.00	4,680,995.00	5,090,516.00	4,392,433.00	4,975,258.00	5,869,249.00	6,279,168.00
BENEFITS	1,152,180.00	1,231,393.00	1,204,813.00	1,292,298.00	1,284,293.00	1,410,873.00	1,596,556.00
RETIREMENT (CalPERS)	610,070.00	659,567.00	731,134.00	730,520.00	851,515.00	969,745.00	875,886.00
RETIREE MEDICAL (OPEB)	413,918.00	312,405.00	287,655.00	476,347.00	519,659.00	515,781.00	526,342.00
TOTAL PERSONNEL	7,028,694.00	6,884,360.00	7,314,118.00	6,891,598.00	7,630,725.00	8,765,648.00	9,277,952.00
SUPPLIES AND SERVICES	5,211,845.00	5,578,997.00	4,620,694.00	3,658,525.00	5,243,955.00	7,893,423.00	7,743,403.00
INTERNAL SERVICE FEES	1,086,200.00	1,230,500.00	363,500.00	1,443,200.00	1,602,995.00	1,443,886.00	2,124,398.00
DEBT SERVICE	896,300.00	792,769.00	473,159.00	54,670.00	135,380.00	133,737.00	505,589.00
SHERIFF CONTRACT	6,029,430.00	6,210,313.00	6,751,165.00	6,778,700.00	7,227,151.00	7,666,071.00	8,502,293.00
UTILITES	445,103.00	441,740.00	492,072.00	469,878.00	425,258.00	613,338.00	488,300.00
CAPITAL OUTLAY	49,043.00	23,712.00	103,432.00	29,107.00	183,764.00	18,000.00	20,000.00
MISCELLANEOUS	(65,700.00)	(236,059.00)	(36,680.00)	(45,807.00)	(56,549.00)	(55,927.00)	(96,054.00)
TOTAL NON-PERSONNEL	13,652,221.00	14,041,972.00	12,767,342.00	12,388,273.00	14,761,954.00	17,712,528.00	19,287,929.00
TRANSFERS OUT - CAPITAL PROJECTS	69,274.00	136,057.00	524,912.00	-	-	67,790.00	-
TRANSFERS OUT - OTHER	-	-	38,666.00	299,646.00	-	-	5,037,000.00
TOTAL TRANSFERS OUT	69,274.00	136,057.00	563,578.00	299,646.00	-	67,790.00	5,037,000.00
TOTAL EXPENDITURES	20,750,189.00	21,062,389.00	20,645,038.00	19,579,517.00	22,392,679.00	26,545,966.00	33,602,881.00
Revenues Less Expenditures	140,893.00	1,802,108.00	431,897.00	1,413,513.00	381,932.00	2,305,341.00	(4,648,465.00)
Total Fund Balance	8,557,106.00	10,359,214.00	10,791,111.00	12,204,624.00	12,586,556.00	14,891,897.00	10,243,432.00

* Transfers to newly created Renovation & Replacement Funds and Pension Stabilization Fund

Proposed Budget Special Revenue Funds Revenues and Expenditures

REVENUES	2017-18 Actuals	2018-19 Actuals	2019-20 Actuals	2020-21 Actuals	2021-22 Actuals	2022-23 Budget Midyear	2023-24 Budget (Proposed)
PROPERTY TAX	583,065.00	581,237.00	637,547.00	668,114.00	665,443.00	670,500.00	640,500.00
SALES TAX	361,497.00	9,434,516.00	1,731,038.00	1,218,056.00	1,885,379.00	1,600,000.00	1,760,000.00
<i>TOTAL TAX REVENUES</i>	944,562.00	10,015,753.00	2,368,585.00	1,886,170.00	2,550,822.00	2,270,500.00	2,400,500.00
LICENSES AND PERMITS	-	-	-	-	-	-	-
INTERGOVERNMENTAL	1,118,904.00	2,830,048.00	1,744,147.00	4,544,174.00	5,041,915.00	10,534,087.00	1,374,341.00
CHARGES FOR SERVICES	-	-	100,000.00	2,342.00	6,913.00	39,444.00	54,273.00
INVESTMENT EARNINGS (INTEREST AND RENTS)	47,941.00	192,943.00	242,413.00	72,179.00	(79,054.00)	86,649.00	246,532.00
MISCELLANEOUS	78,110.00	37,823.00	12,540.00	494,094.00	37,083.00	3,292,196.00	94,000.00
<i>TOTAL OPERATING REVENUES</i>	1,244,955.00	3,060,814.00	2,099,100.00	5,112,789.00	5,006,857.00	13,952,376.00	1,769,146.00
TRANSFERS IN - OTHER	-	-	-	232,146.00	-	-	-
TOTAL REVENUES	2,189,517.00	13,076,567.00	4,467,685.00	7,231,105.00	7,557,679.00	16,222,876.00	4,169,646.00
EXPENDITURES							
SUPPLIES AND SERVICES	444,825.00	1,081,227.00	480,590.00	455,710.00	733,575.00	1,939,738.00	1,331,093.00
DEBT SERVICE	300,000.00	-	-	-	-	-	-
UTILITIES	184,401.00	116,794.00	102,788.00	115,704.00	97,122.00	196,141.00	152,300.00
<i>TOTAL NON-PERSONNEL</i>	929,226.00	1,198,021.00	583,378.00	571,414.00	830,697.00	2,135,879.00	1,483,393.00
TRANSFERS OUT - CAPITAL PROJECTS	1,436,296.00	1,268,375.00	1,484,049.00	4,705,952.00	4,109,291.00	7,845,724.00	18,969,684.00
TRANSFERS OUT - OTHER	546,675.00	984,739.00	642,630.00	832,321.00	844,229.00	1,086,212.00	918,250.00
<i>TOTAL TRANSFERS OUT</i>	1,982,971.00	2,253,114.00	2,126,679.00	5,538,273.00	4,953,520.00	8,931,936.00	19,887,934.00
TOTAL EXPENDITURES	2,912,197.00	3,451,135.00	2,710,057.00	6,109,687.00	5,784,217.00	11,067,815.00	21,371,327.00
Revenues Less Expenditures	(722,680.00)	9,625,432.00	1,757,628.00	1,121,418.00	1,773,462.00	5,155,061.00	(17,201,681.00)
Total Fund Balance	809,820.00	10,435,252.00	12,192,880.00	13,314,298.00	15,087,760.00	20,242,821.00	3,041,140.00

Proposed Budget Capital Projects Funds Revenues and Expenditures

REVENUES	2017-18 Actuals	2018-19 Actuals	2019-20 Actuals	2020-21 Actuals	2021-22 Actuals	2022-23 Budget Midyear	2023-24 Budget (Proposed)
CHARGES FOR SERVICES	6,019,393.00	681,838.00	2,702,106.00	1,666,282.00	2,108,046.00	6,079,076.00	11,629,914.00
INVESTMENT EARNINGS (INTEREST AND RENTS)	70,202.00	166,629.00	160,035.00	41,200.00	(44,459.00)	42,342.00	124,600.00
MISCELLANEOUS	20,000.00	159,685.00	91,898.00	11,059.00	29,138.00	1,001,354.00	6,000.00
<i>TOTAL OPERATING REVENUES</i>	6,109,595.00	1,008,152.00	2,954,039.00	1,718,541.00	2,092,725.00	7,122,772.00	11,760,514.00
TRANSFERS IN - GASOLINE TAX	1,289.00	142,887.00	(33,531.00)	-	-	-	-
TRANSFERS IN - CAPITAL PROJECTS	1,671,899.00	1,538,534.00	2,132,940.00	6,419,788.00	4,537,661.00	10,022,748.00	20,861,961.00
TRANSFERS IN - OTHER	23,477.00	161,419.00	542,959.00	-	-	-	-
<i>TOTAL TRANSFERS IN</i>	1,696,665.00	1,842,840.00	2,642,368.00	6,419,788.00	4,537,661.00	10,022,748.00	20,861,961.00
TOTAL REVENUES	7,806,260.00	2,850,992.00	5,596,407.00	8,138,329.00	6,630,386.00	17,145,520.00	32,622,475.00
EXPENDITURES							
SUPPLIES AND SERVICES	307,262.00	119,360.00	1,373,121.00	132,000.00	389,287.00	185,001.00	291,670.00
DEBT SERVICE	-	-	286,977.00	284,024.00	2,072,431.00	-	-
CAPITAL OUTLAY	1,764,275.00	1,837,531.00	2,642,367.00	6,181,988.00	4,681,249.00	9,595,771.71	22,625,640.00
<i>TOTAL NON-PERSONNEL</i>	2,071,537.00	1,956,891.00	4,302,465.00	6,598,012.00	7,142,967.00	9,780,772.71	22,917,310.00
TRANSFERS OUT - CAPITAL PROJECTS	1,427,384.00	1,075,117.00	633,406.00	487,409.00	25,510.00	1,770,817.00	2,701,498.00
TRANSFERS OUT - OTHER	-	212,500.00	162,500.00	237,800.00	-	-	-
<i>TOTAL TRANSFERS OUT</i>	1,427,384.00	1,287,617.00	795,906.00	725,209.00	25,510.00	1,770,817.00	2,701,498.00
TOTAL EXPENDITURES	3,498,921.00	3,244,508.00	5,098,371.00	7,323,221.00	7,168,477.00	11,551,589.71	25,618,808.00
Revenues Less Expenditures	4,307,339.00	(393,516.00)	498,036.00	815,108.00	(538,091.00)	5,593,930.29	7,003,667.00
Total Fund Balance	7,459,166.00	7,065,650.00	7,563,686.00	8,378,794.00	7,840,703.00	13,434,633.29	20,438,300.29

Proposed Budget Debt Service Funds Revenues and Expenditures

REVENUES	2017-18 Actuals	2018-19 Actuals	2019-20 Actuals	2020-21 Actuals	2021-22 Actuals	2022-23 Budget Midyear	2023-24 Budget (Proposed)
INVESTMENT EARNINGS (INTEREST AND RENTS)	(2,802.00)	3,335.00	(1,128.00)	(172.00)	-	-	-
MISCELLANEOUS	-	-	-	5,100,924.00	-	-	-
<i>TOTAL OPERATING REVENUES</i>	(2,802.00)	3,335.00	(1,128.00)	5,100,752.00	-	-	-
TRANSFERS IN - INTERFUND FOR SUPPORT SERVICES	896,300.00	792,769.00	760,136.00	338,694.00	-	-	-
TRANSFERS IN - OTHER	-	-	-	-	288,815.00	133,737.00	505,588.00
<i>TOTAL TRANSFERS IN</i>	896,300.00	792,769.00	760,136.00	338,694.00	288,815.00	133,737.00	505,588.00
<i>TOTAL REVENUES</i>	893,498.00	796,104.00	759,008.00	5,439,446.00	288,815.00	133,737.00	505,588.00
EXPENDITURES							
DEBT SERVICE	896,124.00	825,784.00	760,136.00	4,910,490.00	135,381.00	133,737.00	505,588.00
TRANSFERS OUT - OTHER	-	-	-	463,231.00	64,597.00	-	-
<i>TOTAL EXPENDITURES</i>	896,124.00	825,784.00	760,136.00	5,373,721.00	199,978.00	133,737.00	505,588.00
Revenues Less Expenditures	(2,626.00)	(29,680.00)	(1,128.00)	65,725.00	88,837.00	-	-
Total Fund Balance	29,680.00	-	(1,128.00)	64,597.00	153,434.00	153,434.00	153,434.00

Proposed Budget Water Enterprises Funds Revenues and Expenditures

REVENUES	2017-18 Actuals	2018-19 Actuals	2019-20 Actuals	2020-21 Actuals	2021-22 Actuals	2022-23 Budget Midyear	2023-24 Budget (Proposed)
FINES, FORFEITURES, AND PENALTIES	77,173.00	81,256.00	69,102.00	-	93,977.00	112,291.00	114,300.00
INTERGOVERNMENTAL	7,766.00	-	3,676.00	3,636.00	-	-	-
CHARGES FOR SERVICES	9,157,361.00	7,087,957.00	7,675,161.00	9,404,079.00	9,664,894.00	11,775,343.00	17,897,854.00
INVESTMENT EARNINGS (INTEREST AND RENTS)	165,411.00	326,813.00	311,733.00	1,272,103.00	(314,687.00)	173,130.00	136,378.00
MISCELLANEOUS	259,400.00	210,200.00	198,341.00	604,979.00	240,304.00	371,000.00	359,300.00
<i>TOTAL OPERATING REVENUES</i>	9,667,111.00	7,706,226.00	8,258,013.00	11,284,797.00	9,684,488.00	12,431,764.00	18,507,832.00
TRANSFERS IN - CAPITAL PROJECTS	488,599.00	1,291,469.00	534,237.00	5,686,595.00	-	-	-
INTRA-FUND TRANSFERS IN	-	-	-	587,591.00	89,641.00	85,675.00	2,127,356.00
<i>TOTAL TRANSFERS IN</i>	488,599.00	1,291,469.00	534,237.00	6,274,186.00	89,641.00	85,675.00	2,127,356.00
TOTAL REVENUES	10,155,710.00	8,997,695.00	8,792,250.00	17,558,983.00	9,774,129.00	12,517,439.00	20,635,188.00
EXPENSES							
SALARIES	922,056.00	861,510.00	1,017,524.00	922,624.00	995,678.00	1,236,742.00	1,255,112.00
BENEFITS	258,358.00	292,312.00	345,149.00	446,617.00	357,309.00	361,934.00	429,264.00
RETIREMENT (CalPERS)	123,929.00	134,315.00	142,735.00	160,516.00	159,730.00	169,637.00	145,299.00
RETIREE MEDICAL (OPEB)	52,905.00	53,911.00	65,897.00	146,654.00	80,835.00	80,882.00	122,517.00
<i>TOTAL PERSONNEL</i>	1,357,248.00	1,342,048.00	1,571,305.00	1,676,411.00	1,593,552.00	1,849,195.00	1,952,192.00
SUPPLIES AND SERVICES	2,617,629.00	2,773,451.00	3,089,647.00	3,094,249.00	4,566,223.00	6,498,920.00	5,634,811.00
INTERNAL SERVICE FEES	261,700.00	191,200.00	97,500.00	178,300.00	363,150.00	464,068.00	830,683.00
DEBT SERVICE	421,142.00	431,124.00	427,373.00	275,989.00	438,906.00	178,413.00	191,013.00
UTILITES	123,536.00	139,116.00	135,096.00	175,716.00	73,194.00	98,628.00	85,400.00
CAPITAL OUTLAY	513,762.00	1,291,469.00	539,440.00	586,549.00	30,000.00	76,700.00	2,038,185.00
MISCELLANEOUS	763,214.00	(32,245.00)	684,332.00	805,496.00	1,279,768.00	(136,135.00)	-
<i>TOTAL NON-PERSONNEL</i>	4,700,983.00	4,794,115.00	4,973,388.00	5,116,299.00	6,751,241.00	7,180,594.00	8,780,092.00
TRANSFERS OUT - CAPITAL PROJECTS	488,599.00	469,278.00	534,237.00	536,601.00	716,989.00	1,303,900.00	1,763,509.00
TRANSFERS OUT - OTHER	604,300.00	622,156.00	672,993.00	4,504,054.00	823,607.00	1,178,214.00	1,284,203.00
INTRA-FUND TRANSFERS OUT	-	-	-	587,590.00	89,641.00	85,675.00	2,127,356.00
<i>TOTAL TRANSFERS OUT</i>	1,092,899.00	1,091,434.00	1,207,230.00	5,628,245.00	1,630,237.00	2,567,789.00	5,175,068.00
TOTAL EXPENSES	7,151,130.00	7,227,597.00	7,751,923.00	12,420,955.00	9,975,030.00	11,597,578.00	15,907,352.00
Revenues Less Expenses	3,004,580.00	1,770,098.00	1,040,327.00	5,138,028.00	(200,901.00)	919,861.00	4,727,836.00
Total Net Position	32,238,673.00	34,008,771.00	35,049,098.00	40,187,126.00	39,986,225.00	40,906,086.00	45,633,922.00

Proposed Budget Wastewater Enterprises Funds Revenues and Expenditures

REVENUES	2017-18 Actuals	2018-19 Actuals	2019-20 Actuals	2020-21 Actuals	2021-22 Actuals	2022-23 Budget Midyear	2023-24 Budget (Proposed)
FINES, FORFEITURES, AND PENALTIES	56,000.00	64,802.00	44,943.00	-	64,931.00	74,350.00	90,000.00
INTERGOVERNMENTAL	10,976.00	5,430.00	5,393.00	-	36,189.00	-	-
CHARGES FOR SERVICES	5,946,294.00	4,489,068.00	4,546,339.00	5,070,156.00	5,398,272.00	5,728,198.00	8,323,510.00
INVESTMENT EARNINGS (INTEREST AND RENTS)	273,103.00	334,159.00	305,318.00	192,391.00	56,053.00	19,757.00	264,186.00
MISCELLANEOUS	18,767.00	9,249.00	22,878.00	52,451.00	17,936.00	22,500.00	8,593.00
<i>TOTAL OPERATING REVENUES</i>	6,305,140.00	4,902,708.00	4,924,871.00	5,314,998.00	5,573,381.00	5,844,805.00	8,686,289.00
TRANSFERS IN - INTERFUND FOR SUPPORT SERVICES	389,500.00	389,500.00	389,444.00	-	-	-	-
TRANSFERS IN - CAPITAL PROJECTS	1,488,298.00	724,229.00	659.00	57,125.00	64,597.00	480,070.00	250,000.00
TRANSFERS IN - OTHER	334,354.00	81,991.00	-	-	-	-	-
INTRA-FUND TRANSFERS IN	-	-	-	3,140,382.00	1,273,515.00	2,015,595.00	2,206,752.00
<i>TOTAL TRANSFERS IN</i>	2,212,152.00	1,195,720.00	390,103.00	3,197,507.00	1,338,112.00	2,495,665.00	2,456,752.00
TOTAL REVENUES	8,517,292.00	6,098,428.00	5,314,974.00	8,512,505.00	6,911,493.00	8,340,470.00	11,143,041.00
EXPENSES							
SALARIES	1,070,778.00	1,029,837.00	1,085,841.00	1,037,860.00	799,376.00	1,310,008.00	1,298,383.00
BENEFITS	384,409.00	303,780.00	270,735.00	376,555.00	621,676.00	332,914.00	370,692.00
RETIREMENT (CalPERS)	156,471.00	168,410.00	173,543.00	179,676.00	196,820.00	246,674.00	218,895.00
RETIREE MEDICAL (OPEB)	69,996.00	69,641.00	77,958.00	74,459.00	44,764.00	91,089.00	128,160.00
<i>TOTAL PERSONNEL</i>	1,681,654.00	1,571,668.00	1,608,077.00	1,668,550.00	1,662,636.00	1,980,685.00	2,016,130.00
SUPPLIES AND SERVICES	668,322.00	717,351.00	647,897.00	689,418.00	959,145.00	2,068,356.00	1,505,182.00
INTERNAL SERVICE FEES	235,800.00	230,600.00	115,100.00	249,100.00	321,050.00	501,929.00	762,351.00
DEBT SERVICE	1,053,707.00	994,911.00	1,007,461.00	2,258,905.00	1,259,844.00	962,011.00	240,029.00
UTILITES	340,936.00	378,339.00	323,049.00	475,771.00	360,531.00	326,935.00	518,700.00
CAPITAL OUTLAY	1,496,356.00	876,023.00	4,269.00	4,822,678.00	1,617,717.00	3,380,288.00	2,191,678.00
MISCELLANEOUS	(494,129.00)	(251,812.00)	637,736.00	(4,210,761.00)	(1,190,122.00)	(876,722.00)	-
<i>TOTAL NON-PERSONNEL</i>	3,300,992.00	2,945,412.00	2,735,512.00	4,285,111.00	3,328,165.00	6,362,797.00	5,217,940.00
TRANSFERS OUT - CAPITAL PROJECTS	252,007.00	833,477.00	659.00	7,637.00	20,449.00	-	95,550.00
TRANSFERS OUT - OTHER	968,900.00	1,086,988.00	1,112,839.00	1,739,155.00	765,906.00	1,038,429.00	1,123,854.00
INTRA-FUND TRANSFERS OUT	-	-	-	3,140,382.00	1,273,515.00	2,015,595.00	2,206,752.00
<i>TOTAL TRANSFERS OUT</i>	1,220,907.00	1,920,465.00	1,113,498.00	4,887,174.00	2,059,870.00	3,054,024.00	3,426,156.00
TOTAL EXPENSES	6,203,553.00	6,437,545.00	5,457,087.00	10,840,835.00	7,050,671.00	11,397,506.00	10,660,226.00
Revenues Less Expenses	2,313,739.00	(339,117.00)	(142,113.00)	(2,328,330.00)	(139,178.00)	(3,057,036.00)	482,815.00
Total Net Position	34,440,727.00	34,101,610.00	33,959,497.00	31,631,167.00	31,491,989.00	28,434,953.00	28,917,768.00

Proposed Budget Recycled Water Enterprises Funds Revenues and Expenditures

	2020-21 Actuals	2021-22 Actuals	2022-23 Budget Midyear	2023-24 Budget (Proposed)
REVENUES				
CHARGES FOR SERVICES	113,591.00	478,916.00	203,365.00	207,000.00
INVESTMENT EARNINGS (INTEREST AND RENTS)	263.00	4,101.00	3,468.00	8,000.00
MISCELLANEOUS	55,358.00	-	1,950.00	-
<i>TOTAL OPERATING REVENUES</i>	169,212.00	483,017.00	208,783.00	215,000.00
TRANSFERS IN - CAPITAL PROJECTS	4,700,294.00	368.00	820,413.00	3,223,628.00
INTRA-FUND TRANSFERS IN				120,000.00
<i>TOTAL TRANSFERS IN</i>				3,343,628.00
TOTAL REVENUES	4,869,506.00	483,385.00	1,029,196.00	3,558,628.00
EXPENSES				
SALARIES	-	-	-	200,969.00
BENEFITS	-	-	-	72,636.00
RETIREMENT (CalPERS)	-	-	-	25,774.00
RETIREE MEDICAL (OPEB)	-	-	-	3,224.00
<i>TOTAL PERSONNEL</i>	-	-	-	302,603.00
SUPPLIES AND SERVICES	139.00	49,871.00	194,997.00	258,500.00
INTERNAL SERVICE FEES	-	-	-	63,578.00
DEBT SERVICE	717.00	21,246.00	55,776.00	121,813.00
CAPITAL OUTLAY	53,500.00	368.00	820,414.00	3,413,628.00
MISCELLANEOUS	(35,053.00)	222,773.00	-	-
<i>TOTAL NON-PERSONNEL</i>	19,303.00	294,258.00	1,071,187.00	3,857,519.00
TRANSFERS OUT - CAPITAL PROJECTS	5,519,721.00	-	-	109,614.00
TRANSFERS OUT - OTHER	202,916.00	-	52,510.00	188,336.00
INTRA-FUND TRANSFERS OUT	-	-	-	120,000.00
<i>TOTAL TRANSFERS OUT</i>	5,722,637.00	-	52,510.00	417,950.00
TOTAL EXPENSES	5,741,940.00	294,258.00	1,123,697.00	4,578,072.00
Revenues Less Expenses	(872,434.00)	189,127.00	(94,501.00)	(1,019,444.00)
Total Net Position	(872,434.00)	(683,307.00)	(777,808.00)	(1,797,252.00)

Proposed Budget Internal Service Funds Revenues and Expenditures

REVENUES	2017-18 Actuals	2018-19 Actuals	2019-20 Actuals	2020-21 Actuals	2021-22 Actuals	2022-23 Budget Midyear	2023-24 Budget (Proposed)
CHARGES FOR SERVICES	1,583,700.00	1,652,300.00	576,100.00	1,870,600.00	2,282,600.00	2,439,900.00	3,765,687.00
INVESTMENT EARNINGS (INTEREST AND RENTS)	694.00	23,469.00	18,362.00	1,483.00	2,339.00	916.00	11,270.00
MISCELLANEOUS	-	61,189.00	212,201.00	-	84,281.00	50,000.00	121,000.00
<i>TOTAL OPERATING REVENUES</i>	1,584,394.00	1,736,958.00	806,663.00	1,872,083.00	2,369,220.00	2,490,816.00	3,897,957.00
TRANSFERS IN - CAPITAL PROJECTS	2.00	-	-	67,500.00	-	-	-
TRANSFERS IN - OTHER							5,037,000.00
TOTAL REVENUES	1,584,396.00	1,736,958.00	806,663.00	1,939,583.00	2,369,220.00	2,490,816.00	8,934,957.00
EXPENSES							
SALARIES	179,931.00	171,786.00	202,530.00	173,333.00	186,862.00	236,333.00	297,728.00
BENEFITS	62,246.00	75,699.00	93,239.00	93,998.00	76,820.00	80,185.00	90,985.00
RETIREMENT (CaIPERS)	25,758.00	27,867.00	32,587.00	34,050.00	22,423.00	49,517.00	53,575.00
RETIREE MEDICAL (OPEB)	11,691.00	10,607.00	12,326.00	21,284.00	15,512.00	15,980.00	25,793.00
<i>TOTAL PERSONNEL</i>	279,626.00	285,959.00	340,682.00	322,665.00	301,617.00	382,015.00	468,081.00
SUPPLIES AND SERVICES	805,073.00	722,476.00	802,230.00	1,102,707.00	1,397,161.00	1,772,003.00	2,267,482.00
DEBT SERVICE	56,418.00	36,757.00	106,601.00	117,072.00	45,807.00	173,168.00	516,572.00
UTILITIES	46,324.00	44,469.00	50,282.00	62,939.00	68,377.00	70,137.00	150,550.00
CAPITAL OUTLAY	192,716.00	245,210.00	62,971.00	474,382.00	23,743.00	445,455.00	238,000.00
MISCELLANEOUS	(20,280.00)	(32,304.00)	160,691.00	(319,504.00)	155,268.00	-	-
TRANSFERS OUT - CAPITAL PROJECTS							886,693.00
<i>TOTAL NON-PERSONNEL</i>	1,080,251.00	1,016,608.00	1,182,775.00	1,437,596.00	1,690,356.00	2,460,763.00	4,059,297.00
TOTAL EXPENSES	1,359,877.00	1,302,567.00	1,523,457.00	1,760,261.00	1,991,973.00	2,842,778.00	4,527,378.00
Revenues Less Expenses	224,519.00	434,391.00	(716,794.00)	179,322.00	377,247.00	(351,962.00)	4,407,579.00
Total Net Position	1,058,688.00	1,493,079.00	776,285.00	955,607.00	1,332,854.00	980,892.00	5,388,471.00

FY 2023-24 Proposed Budget Fund Balance Projection

Fund Number and Description	June 30, 2022 Fund Balance	FY 2022-23 Estimated Revenues	FY 2022-23 Estimated Expenses	FY 2022-23 Estimated Fund Balance	FY 2023-24 Budgeted Revenues	FY 2023-24 Budgeted Expenses	FY 2023-24 Budgeted Fund Balance
100 GENERAL FUND	11,972,531.17	27,720,177.00	25,686,966.00	14,005,742.17	27,770,716.00	32,501,883.00	9,274,575.17
105 DEVELOPER PROJECTS	614,026.11	1,131,130.00	859,000.00	886,156.11	1,183,700.00	1,101,000.00	968,856.11
210 STORM DRAIN/MEASURE A	6,579,026.38	52,458.00	750,000.00	5,881,484.38	99,000.00	1,459,833.00	4,520,651.38
211 MEASURE T	3,563,828.77	1,603,842.00	1,864,495.00	3,303,175.77	1,817,000.00	2,326,594.00	2,793,581.77
212 GAS TAX/ROAD MAINTENANCE	494,418.85	593,173.00	591,000.00	496,591.85	611,700.00	599,483.00	508,808.85
213 GAS TAX RMRA	1,364,454.07	476,446.00	300,000.00	1,540,900.07	555,391.00	800,000.00	1,296,291.07
215 CALHOME PROGRAM	5,501.01	306,034.00	306,000.00	5,535.01	60,090.00	35,199.00	30,426.01
216 CDBG - REHAB LOAN PROGRAM	9,963.03	57,599.00	-	67,562.03	800.00	80,751.00	(12,388.97)
217 HOME PROGRAM	25,427.39	500,028.00	500,000.00	25,455.39	63,400.00	48,949.00	39,906.39
218 STATE SUPP LAW ENF (COPS)	4,649.78	163,132.00	163,000.00	4,781.78	174,450.00	173,250.00	5,981.78
220 BEGIN PROGRAM	73,273.76	34,609.00	-	107,882.76	34,000.00	-	141,882.76
230 STATE GRANTS	(511,942.13)	1,998,750.00	1,341,736.00	145,071.87	-	2,662,443.00	(2,517,371.13)
240 FEDERAL GRANTS	(149,543.70)	6,500,000.00	1,187,307.00	5,163,149.30	-	4,113,844.00	1,049,305.30
252 NEWELL OPEN SPACE PRESERVE	244,400.84	7,067.00	14,100.00	237,367.84	4,000.00	16,750.00	224,617.84
254 LAVIGNE OPEN SPACE MAINTEN	175,025.27	421.00	7,600.00	167,846.27	1,442.00	8,000.00	161,288.27
261 LLAD Zone 1, LaVigne	558,067.72	201,068.00	175,476.00	583,659.72	210,000.00	682,913.00	110,746.72
262 LLAD Zone 2, Vintage Ranch	1,041,628.48	283,246.00	290,432.00	1,034,442.48	291,000.00	651,435.00	674,007.48
263 LLAD Zone 3, Napa Junction	1,344,764.31	174,331.00	175,804.00	1,343,291.31	185,500.00	181,983.00	1,346,808.31
275 GP UPDATE FEE FUND	103,073.87	39,893.00	195,865.00	(52,898.13)	54,873.00	193,244.00	(191,269.13)
280 CANNABIS FUND	(13,881.87)	-	5,000.00	(18,881.87)	-	3,000.00	(21,881.87)
281 COMM FACILITIES DIST FUND	(248,668.08)	3,230,000.00	3,200,000.00	(218,668.08)	-	7,333,656.00	(7,552,324.08)
282 LEGAL SETTLEMENT	424,290.01	779.00	-	425,069.01	7,000.00	-	432,069.01
310 PARKS IMPACT FEE FUND	1,681,807.19	2,258,159.00	885,883.00	3,054,083.19	5,795,946.00	1,946,230.00	6,903,799.19
320 TRAFFIC IMPACT FEE FUND	3,477,152.78	1,420,393.00	392,426.00	4,505,119.78	2,109,235.00	223,438.00	6,390,916.78
330 CIVIC IMPACT FEE FUND	1,375,672.06	677,159.00	-	2,052,831.06	1,096,889.00	-	3,149,720.06
340 AFFORDABLE HOUSING	242,587.93	1,527,677.00	-	1,770,264.93	1,585,163.00	-	3,355,427.93
350 CAPITAL PROJECTS	101,848.71	11,024,102.00	9,280,950.71	1,845,000.00	20,861,961.00	22,625,640.00	81,321.00
360 AMCAN RD E ASSMT DIST	322,900.56	75.00	314,821.00	8,154.56	4,000.00	-	12,154.56
370 ZERO WATER FOOTPRINT	477,963.92	237,579.00	677,509.00	38,033.92	1,166,681.00	663,500.00	541,214.92
380 UTILITY UNDERGROUND FUND	160,772.16	376.00	-	161,148.16	2,600.00	160,000.00	3,748.16
420 CABERNET VILLAGE LSE DS	-	98,235.00	98,235.00	-	468,639.00	468,639.00	-
440 ENGIE EQUIP/LEASE DEBT SVC	153,435.00	35,502.00	35,502.00	153,435.00	36,949.00	36,949.00	153,435.00

FY 2023-24 Proposed Budget Fund Balance Projection

Fund Number and Description	June 30, 2022 Fund Balance	FY 2022-23 Estimated Revenues	FY 2022-23 Estimated Expenses	FY 2022-23 Estimated Fund Balance	FY 2023-24 Budgeted Revenues	FY 2023-24 Budgeted Expenses	FY 2023-24 Budgeted Fund Balance
510 WATER OPERATIONS	33,073,633.00	10,557,690.00	10,626,401.00	33,004,922.00	9,955,618.00	13,711,006.00	29,249,534.00
515 WTR DEBT SERVICE FUND	(33,481.00)	85,675.00	21,682.00	30,512.00	89,171.00	89,171.00	30,512.00
520 WATER CAPACITY FEE FUND	5,014,443.00	1,874,074.00	949,494.00	5,939,023.00	8,552,214.00	68,990.00	14,422,247.00
530 WATER CIP	1,931,629.00	-	-	1,931,629.00	2,038,185.00	2,038,185.00	1,931,629.00
540 WASTEWATER OPERATIONS	25,254,905.00	5,069,260.00	8,115,845.00	22,208,320.00	5,261,283.00	7,531,279.00	19,938,324.00
545 WW DEBT SERVICE FUND	(3,245,811.00)	206,641.00	52,296.00	(3,091,466.00)	215,074.00	215,074.00	(3,091,466.00)
550 WASTEWATER CAPACITY FEE	5,510,453.00	774,671.00	422,194.00	5,862,930.00	3,417,006.00	747,194.00	8,532,742.00
560 WW CIP	3,585,003.00	2,214,024.00	2,807,171.00	2,991,856.00	2,166,678.00	2,166,678.00	2,991,856.00
570 WW CAPITAL RESERVE	387,439.00	75,874.00	-	463,313.00	83,000.00		546,313.00
580 RECYCLED WATER FUND	(683,306.08)	208,783.00	303,283.00	(777,806.08)	215,000.00	1,234,444.00	(1,797,250.08)
585 RECYCLED WTR CAPACITY FEE	-	-	-	-	-		-
590 RECYCLED WATER CIP	-	820,413.00	820,413.00	-	3,343,628.00	3,343,628.00	-
601 LAVIGNE SAD REASSMT REV BO	1,374,304.00	-	-	1,374,304.00	-		1,374,304.00
602 AMCAN RD E INF REV BOND	1,091,409.00	-	-	1,091,409.00	-		1,091,409.00
603 COMM FACILITIES DISTRICT	5,049,051.00	-	-	5,049,051.00	-		5,049,051.00
610 TOURISM IMPROVEMENT DIST	88,015.28	-	-	88,015.28	-		88,015.28
651 ISF - BLDG MAINTENANCE	158,865.00	666,866.00	698,833.00	126,898.00	994,001.00	1,082,840.00	38,059.00
652 ISF - FLEET	1,128,932.00	722,857.00	1,001,516.00	850,273.00	1,173,021.00	1,156,528.00	866,766.00
653 ISF - INFO TECHNOLOGY	246,274.00	916,093.00	957,429.00	204,938.00	1,118,769.00	1,114,818.00	208,889.00
654 ISF - LEGAL SERVICES	(201,217.65)	185,000.00	185,000.00	(201,217.65)	612,166.00	386,500.00	24,448.35



TITLE

Maintenance and Utilities Department, Environmental Services Division Update

RECOMMENDATION

Receive a Presentation on Maintenance and Utilities Department, Environmental Services Division Update.

CONTACT

Felix Hernandez, III, Maintenance and Utilities Director

Pam Phillips, Environmental Services Manager

BACKGROUND & ANALYSIS

The Maintenance and Utilities Department is responsible for the treatment and distribution of drinking water; the collection, reclamation, and reuse of wastewater; compliance with all environmental regulations related to water, wastewater, stormwater, hazardous waste and solid waste; and management of the City's facilities and fleet. The City operates a Water Treatment Plant, Water Reclamation Facility and Corporation Yard. The Water Reclamation Facility processes wastewater for either discharge to receiving waters or for recycled water production and distribution. Environmental Services is housed at the Water Reclamation Facility.

The Environmental Services Division encompasses programs that are public facing and others administrative and required by other government agencies. The Environmental Service Division monitors federal, state and city laws, regulations, and codes in regard to NPDES (National Pollutant Discharge Elimination System) wastewater discharge, recycled water applications, solid waste, industrial pretreatment, pollution prevention, stormwater discharge, biosolid disposal, greenhouse gas emissions, and water conservation. This division implements environmental program activities such as water quality analysis, inspections, field/plant sample collection, data validating and reporting and educational outreach. The division administers environmental programs, including issuing permits, performing site inspections, identifying pollution sources, mitigating illicit discharges, and interfacing with regulatory agencies. The division develops, implements, modifies, coordinates, and monitors elements of a water conservation program that includes recycled water.

The Environmental Services Division works with other jurisdictions, community service providers and other agencies in environmental program development and coordination efforts. The division works

closely with all other departments in the City, building effective working relationships so that we all can be stewards of the environment.

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:

[City Council Update](#)

CITY OF
AMERICAN
CANYON



Maintenance and Utilities Department

City Council Update

May 16, 2023

Environmental Services Division Update



Environmental Service Division Programs

Water Reclamation Facility (WRF) Water Quality Compliance/Reporting

Pretreatment Inspections/Permits

Pollution Prevention/Outreach

Recycled Water Permits/Programs/Spill Reporting

Water Conservation Public Programs

Solid Waste Franchise/SB 1383 Regulations/Hazardous Waste

Bay Area Air Quality Management District Permits

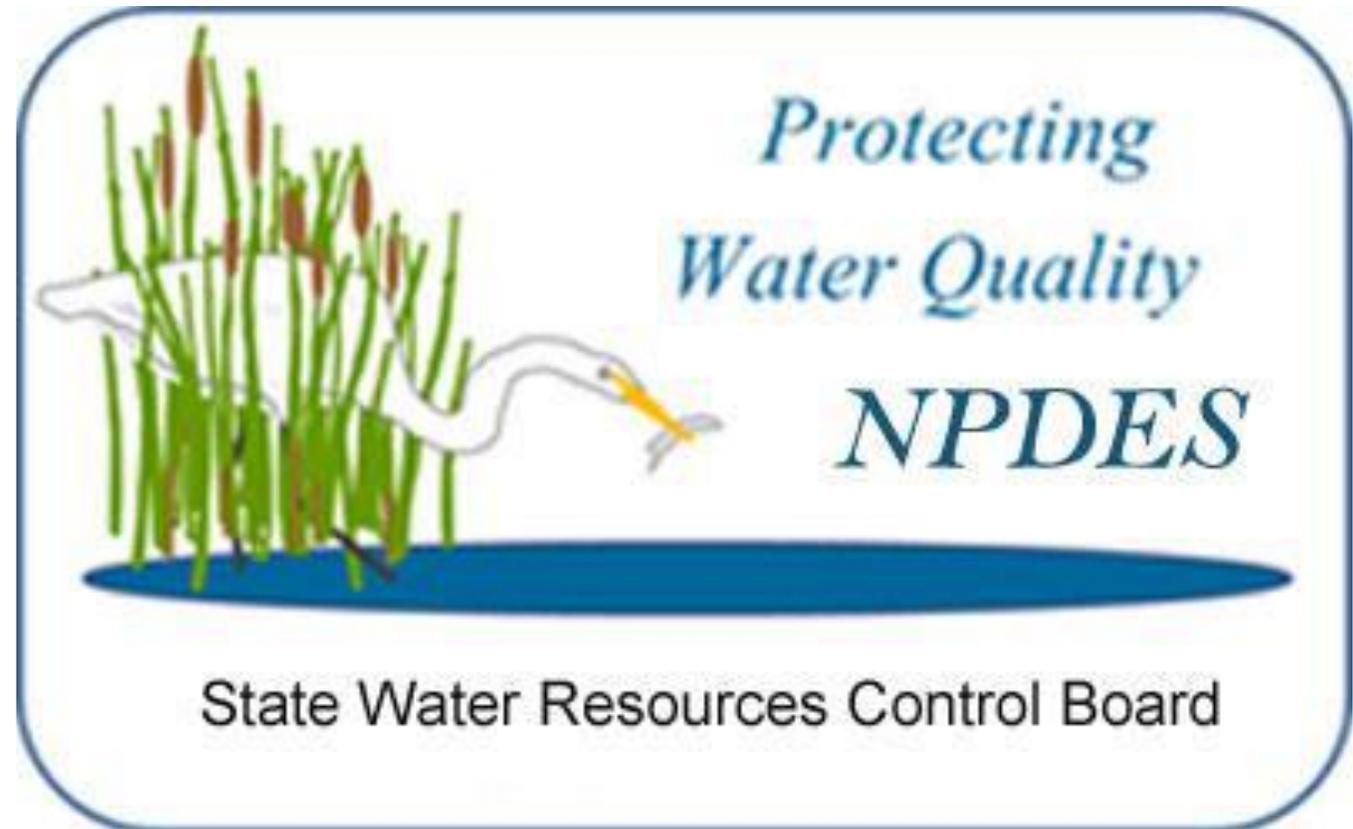
Hazardous Materials Business Plan (HMBP) Unified Program

Support Stormwater Illicit Discharges/Reporting

Sustainability/EV Charging System/Solar

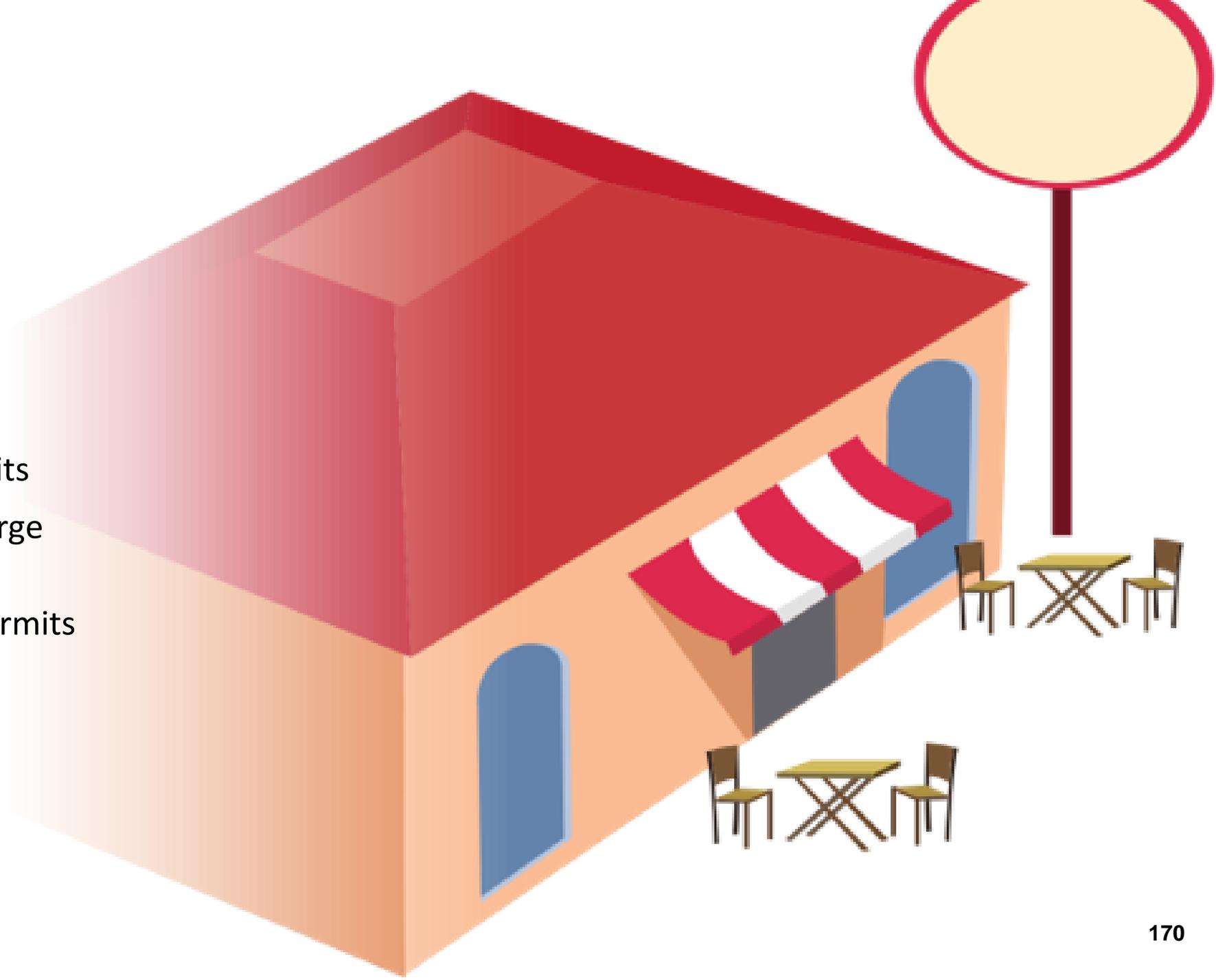
2022 Annual Reports

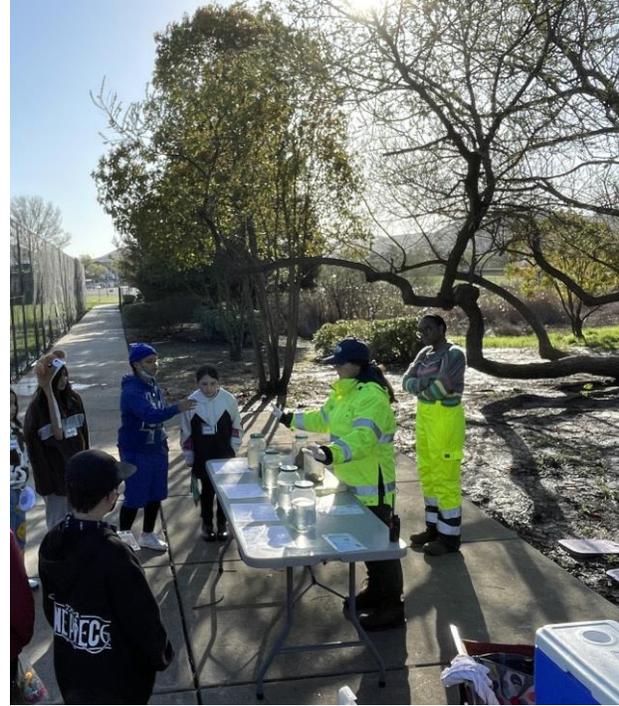
- Self Monitoring Report (WRF)
 - No self reported violations
 - Treated 545.62 MG Wastewater
- Constructed Wetlands Annual Report
- Biosolids Annual Report
 - Off hauled 17.967 dry metric tons
- Pollution Prevention Report
 - Pollutants of Concerns
 - Sources of Pollutants
 - Outreach
- Pre Treatment Report
 - SIU Compliance
- Recycled Water Report
 - 5 spills
 - 159.13 MG produced



Permits

- Renewed 49 Commercial Permits
- 4 new Commercial Permits
- Renewed 18 Zero Discharge Permits
- 2 New Zero Discharge Permits
- Renewed 3 SIU Permits

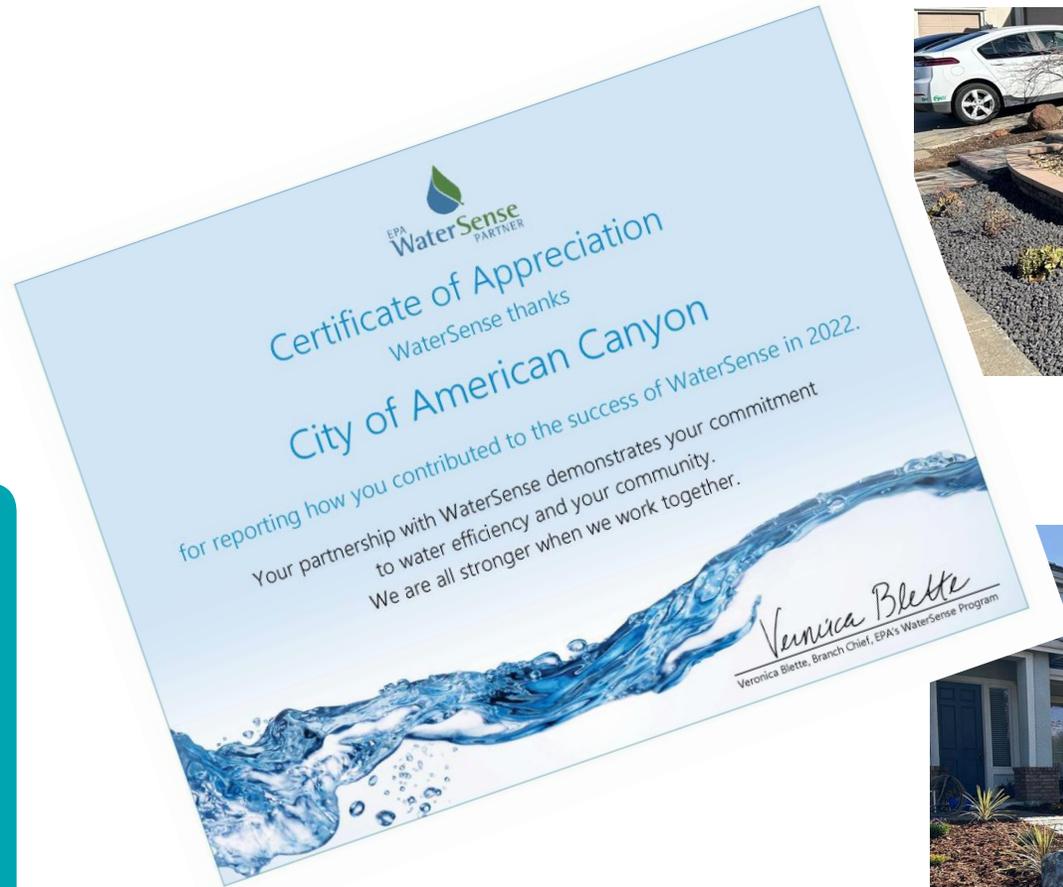




Outreach

- ACCPF
- Watershed Explorer Program
 - Napa Junction Elementary
 - Silver Oak Elementary
- Earth Day Celebration

Water Conservation



2023 Rebate Program Participation

Cash for Grass

- 5,034 sq ft

Toilet Rebates

- 10 Toilets

Solid Waste

4381 Broadway S
American Canyon, CA 94503

This FREE kitchen pail is yours to keep to collect food-soiled paper & food scraps for convenient transfer to your green composting bin.

How to keep your pail clean:

- Line the pail with a newspaper, paper towel, or paper bag.
- Empty the pail every day or two into your organics (green) bin.

Learn More about Organics Recycling at [Recology.com/SB1383](https://www.recology.com/SB1383)

Recology
American Canyon
waste zero

CITY OF AMERICAN CANYON

Have Questions? (707) 647-4529

- SB1383

- Kitchen pail giveaway at various locations within the city
- 250 pails have been given to residents
- 13 Commercial Business Waivers approved

City Hall



American Canyon Library

Bay Area Air Quality Management District Napa County HMBP

- 4 New back up generators
 - Inspected and Permitted with BAAQMD
 - Inspected and Permitted with Napa County Environmental Management



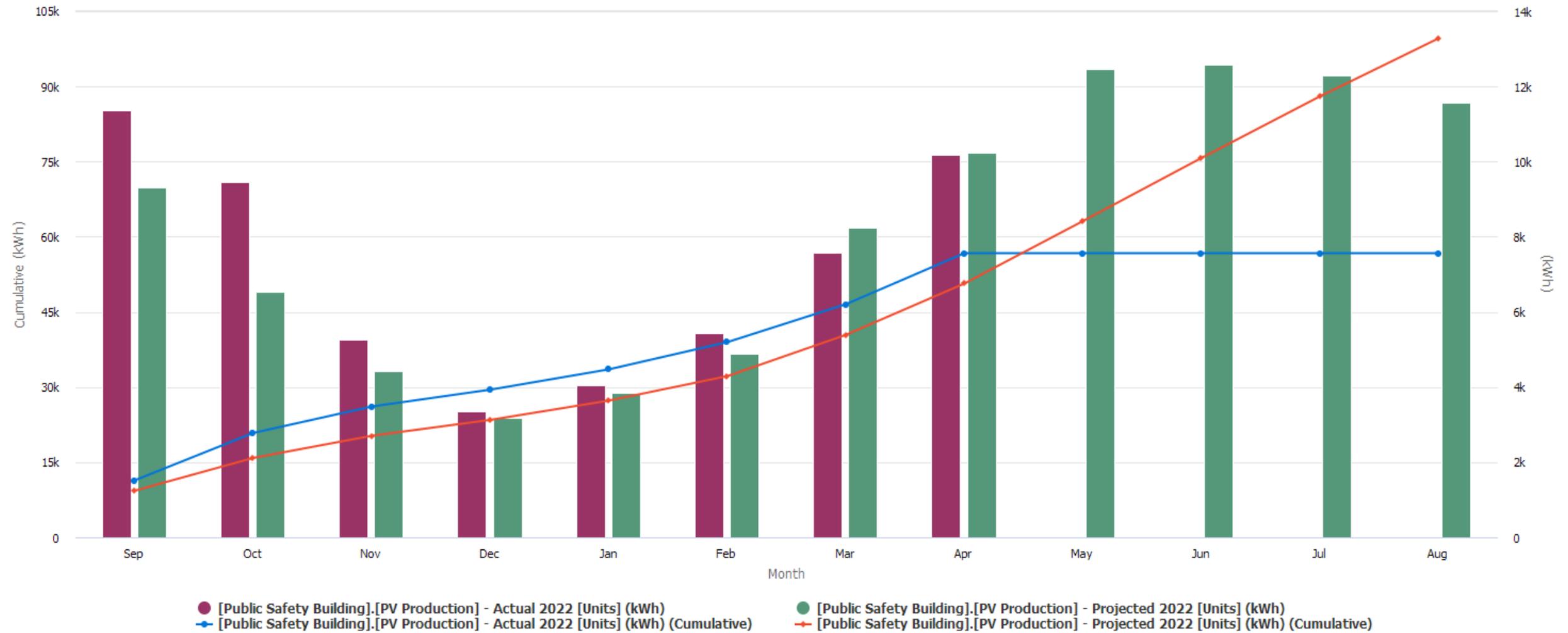
Stormwater Support Illicit Discharge

- During the rainy season, helped address BMPs that were not properly in place to ensure our storm drains were not impacted.

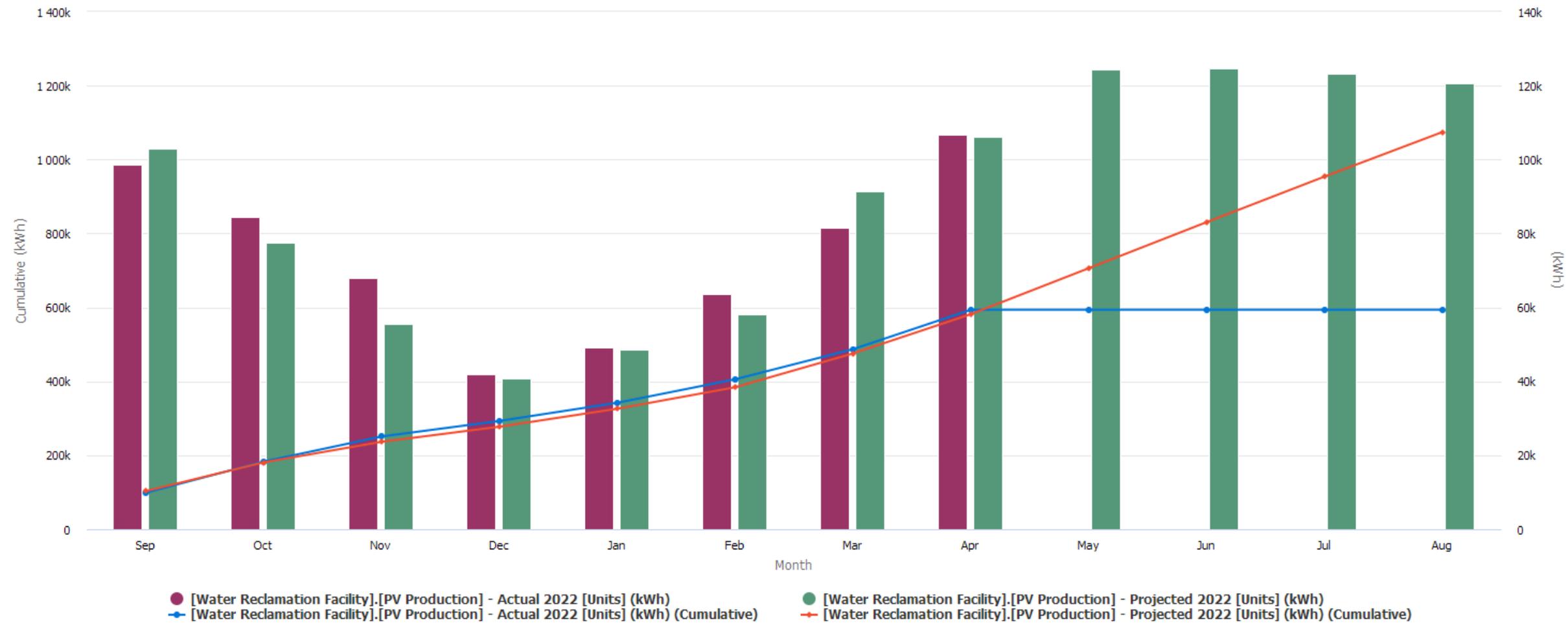


Sustainability/EV Charging System/Solar

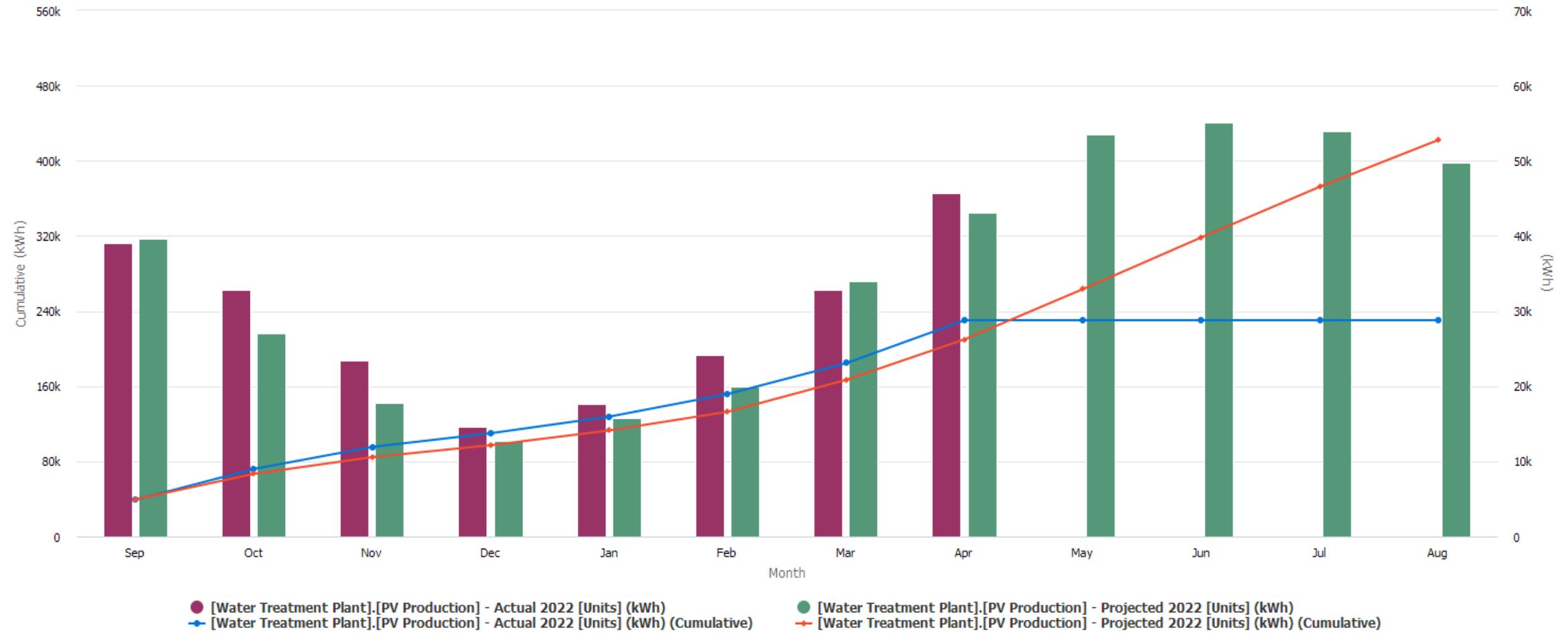




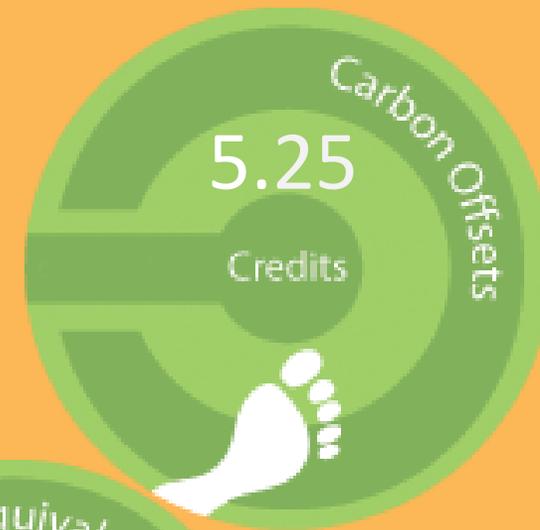
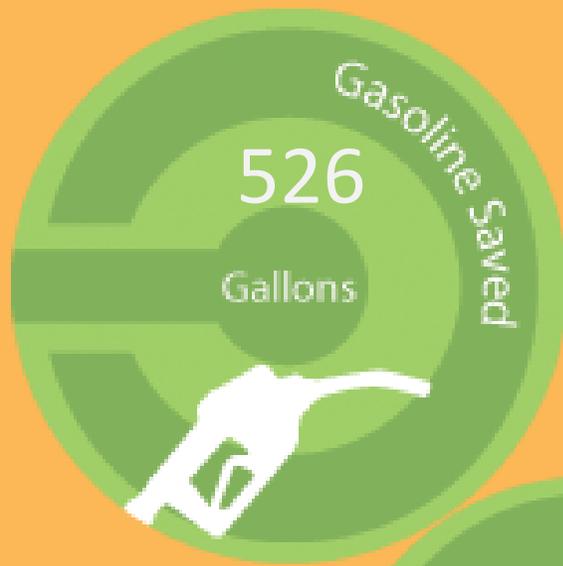
Public Safety Building Solar Production



Water Reclamation Solar Production



Water Treatment Plant Solar Production



City Hall EV Charging Station

January - April 2023

403 Total Charge Sessions

82,918 Total Charge Minutes

Staff Training





CITY OF
AMERICAN
CANYON

Questions?



City Council Committee Report

Submitted by: * Vice Mayor Pierre Washington

Council Meeting Date: 05/16/2023

Event Date: 2023-05-05 **Event Type:** Community Event

Event Title: * ACHS Senior Career Presentation for Elizabeth Goff

Event Report: On Friday, May 5, 2023 I met with American High School Teacher/Advisor Elizabeth Goff to Speak to her Period 3, Period 4 and Period 5 students about Career Development, Mapping out their Career development plan, Identifying their passions and Talents.

All of the students had lots of questions about City Government, The Corporate world, Public Safety (*Law Enforcement & Fire Department*). The students and teachers were very engaged in conversation.

Below is some information regarding this years graduating class ceremony:

Graduation information is posted on the American Canyon High School website www.amcanhs.nvusd.org

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Event Date: 2023-04-13 **Event Type:** Committee Report

Event Title: * Napa RCD Board Meeting

Event Report: A Special Board Meeting to further discuss recruiting and on-boarding new Associate Directors with expertise and connections that represent current gaps or weaknesses. Board-Staff interaction and relationships, and increasing the visibility of the District. Discussed recruitment and the need for diversity and inclusion within the RCD Board and associate Board.

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Event Date: 2023-05-08 **Event Type:** Community Event

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

Event Report: May 8, 2023, Monthly meeting promoting patriotisms and ensuring the care of veterans and their families. Discuss the 2023 Memorial Day event both in Vallejo and in American Canyon. Karl Kreh Vallejo VFW Post 1123 420 Admiral Callaghan Lane, Vallejo, CA 94591. Every 1st and 3rd Monday

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Event Date: 2023-05-11 **Event Type:** Committee Report

Event Title: * American Canyon Sub Finance Committee w/ Juan Gomez & Maria Ojeda

Event Report: On May 12, 2023 at 9:00 am Mayor Leon Garcia and I attended the City of American Canyon's Sub Financial Committee

meeting. The presenter was our Finance Director Juan Gomez. We received the recommendation for Fiscal Year 2023-2024 proposal budget that will be presented to City Council on May 16, 2023.

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Event Date: 2023-05-11 **Event Type** Committee Report

Event Title: * Napa County League of Governments (NCLOG)

Event Report: The City Manager, City Staff , The Mayor & Council participated in the 2023 Quarterly Napa County League of Governments in St. Helena to network with County elected officials in neighboring cities and with our County representatives. The Business meeting consisted of discussions about the structure of the NCLOG meetings, a panel discussion on existing countywide shared service models (*City/County Managers and Staffing*).

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Event Date: 2023-05-06 **Event Type** Community Event

Event Title: * Juneteenth Celebration Sub Committee with Brenda Knight Entertainment

Event Report: On Saturday May 6, the Juneteenth Subcommittee met to discuss the Juneteenth Celebration itinerary scheduled for **Sunday, June 18th, 2023 from 1pm to 6 pm.**

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Max file size for all uploads is 25 MB

Event Date: 2023-05-30 **Event Type** Community Event

Event Title: * Memorial Day Sub Committee

Event Report: Memorial Day Recognition scheduled for **Monday May 29, 2023** at Veterans Memorial Park. Subcommittee consistent of: Stacey Johnson, Alex Ikeda, Alana Behn, Sindy Biederman, and Rich Peterman.

Final touches on the Memorial Day 2023 Program to include all presenters and the Guest Speaker (*It's a surprise...*)

File/Photo Upload Max file size for all uploads is 25 MB

The City of American Canyon
in partnership with American Canyon Arts Foundation

2nd Annual

JUNETEENTH

Celebration

Featuring: Artists, Speakers, Live Entertainment, Dancers, Vendors, Food Trucks & Kid Zone

Main Street Park/Napa Junction, Hwy 29 and Eucalyptus, American Canyon, CA

Admission is **FREE**. Limited reserved seating available for **\$30**

Juneteenth + Father's Day = A Family Day of Celebration

*For additional information: Brenda Knight Events – (707) 319-4773
Arts Foundation website: www.amcanart.org*

SAVE
THE
DATE!

SUNDAY

18 JUNE 2023

1:00-6:00 p.m.



City Council Committee Report

Submitted by: * Councilmember Mark Joseph

Council Meeting Date: 05/16/2023

Event Date: 2023-04-28 Event Type: Committee Report

Event Title: * Climate Action Activities

- Event Report:**
- **Monthly Countywide Climate Action Committee:** The Mayor and I carpooled to our first in-person meeting. We heard a presentation on CARB's rules that would outlaw gas powered heating (space and water) over the next few years. We also reviewed the draft Short-Lived Climate Pollutants. Methane is the overwhelming pollutant, but the level of data is so generic that we really didn't get much in the way of direction moving forward. The Committee did make some very good suggestions and the next draft should be of more value. We also have a carbon sequestration report to receive.
 - **OSATS Commission Meeting:** I attended this meeting, mainly to listen to a discussion on their work plan for next year. I made a few comments and supported including sustainability elements. They asked for additional information from staff and I believe they will have a well-balanced plan of action for the Council to consider in June.
 - **Napa County Climate Challenge Desktop App:** Attended a zoom meeting to review this app--it is doing well with students, but we need to expand it to other segments of our community. We also said farewell to Patrick Journey, who is leaving for a new job.
 - **BayRen webinar on Heat Pump Water Heaters:** I wanted to learn more about this product, which has been around since the 1970's. The first half was very informative to a policy maker; the second half demonstrated why the seminar was designed for building inspectors!!

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Event Date: 2023-05-08 Event Type: Committee Report

Event Title: * Napa Valley Transportation Authority (NVTA)

Event Report: Attended the Agenda-setting meeting with Kate Miller and Liz Alessio. Our next meeting will be a half-day Retreat focused on Transit. But we will have a number of consent items to approve.

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Event Date: 2023-04-29 Event Type: Community Event

Event Title: * Volunteer Recognition Event

Event Report: After a 4 year hiatus, we introduced a new format for our annual recognition event. Clearly, the Boys & Girls Club is a smaller venue than the Community Gym, but staff did a great job presenting. The program was shorter and sticking with appetizers kept the costs down. (Asking our Volunteers to pay for a dinner honoring them always seemed a little strange!) Going forward, I think we learned a lot about the process, and I look forward to the de-briefing.

And congratulations to **Clarence Mamaril**, our 2023 Gateway Award Winner!! Truly deserved it.

File/Photo Upload Clarence Mamaril - Gateway Award Winner and Jedi Master.jpg 440.19KB

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**Event
Date:**

Event Type Community Event

Event Title: * American Canyon Arts Foundation

- Event Report:**
- **Napa Valley Presents grant:** ACAF was fortunate to receive a \$7500 grant from Napa Valley Presents to underwrite our second annual ACHS Arts and Music Fest. The funds will cover the cost to produce and promote the event, as well as provide supplies to our various Visual And Performing Arts (VAPA) instructors. We're very excited about this grant, because it will help us grow this event over time.
 - **ACAF Scholarships:** We reviewed several students who want to pursue a career in the arts. We found 3 that were exceptional and they each will receive a \$500 scholarship.
 - **Juneteenth:** Brenda Knight and ACAF are working on this annual event. Right now the focus is on securing funds-- we have submitted grant requests to several organizations, as well as to local businesses. The event will be at Main Street Park on Sunday, June 18, from 1-6pm.
 - **Board Meeting:** We covered a lot of topics, from grants to social events. Our next event is a "Paint Party" at the Chamber's Welcome Center, Tuesday, May 23, from 6-8pm. Price is \$40, which includes the instructor, supplies and appetizers (including wine). We're also planning an artist reception for our High School Photography Class, and will start planning a "Battle of the Bands" event with the Chamber (as part of the August Meet Me in the Street).

File/Photo Upload

Paint Party.jpg

790.69KB

Max file size for all uploads is 25 MB

**Event
Date:**

Event Type Community Event

Event Title: * Community Events and Activities

- Event Report:**
- **Chamber's Coffee Chat:** Late arrival, but got a chance to meet and greet with some of our local businesses.
 - **Bocce League Meeting:** We hope to have around 8 teams for this year's season. Contact me if you're interested in joining a team.
 - **Newell Hike:** Billed as a "Pollinator Hike" it was really a chance to get out to the Preserve and enjoy nature. With all the rains, there's a lot of trail mowing needed, but we were able to get up to where the planned campsite is (where the loop trail starts). ACCPF and RCD organized the event.
 - **Napa County Democratic Central Committee meeting:** This month we heard from two candidates running for Controller.
 - **Kiwanis Board Meeting:** Our Lt. Gov. made it to our meeting, and we had a good discussion about the Food Pantry, certifying our annual elections, and more!

File/Photo Upload

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Winners Never

AMERICAN CANCER SOCIETY
Cancer Moment
March 2018

TUESDAY
6:00-8:00PM

23
MAY

Paint Party!



↻
11 X 14
Canvas

FLOWER *Fun*

\$40

HOST: Laura Keiser
c/o Jonette 707-812-2333
American Canyon Arts Foundation
[Facebook.com/americancanyonartsfoundation](https://www.facebook.com/americancanyonartsfoundation)

A portion will be donated to the Arts Foundation

LOCATION:
American Canyon
Welcome Center
3860 Broadway #103
American Canyon, CA
94503