



REGULAR CITY COUNCIL MEETING AGENDA

City Hall - Council Chambers
4381 Broadway St., Suite 201, American Canyon
April 19, 2022
6:30 PM

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

Consistent with Government Code Section 54953 and the American Canyon City Council Resolution Declaring the Existence of a Local Emergency due to the COVID-19 Pandemic, City Council and other public meetings are currently Teleconference Meetings Only to align with local and federal guidelines and social distancing recommendations for the containment of the coronavirus. This meeting will be broadcast live to residents on Napa Valley TV [here](#) and on YouTube [here](#).

You may submit public comments for any Agenda Item, Non-Agenda Item or make general public comments by one of the following methods:

Written comments, Via eComments: The eComments link is located on the Meetings & Agendas page of our website [here](#). Comments received before the 3:00 p.m. day-of-meeting cutoff time will be routed to all Councilmembers at that time. eComments will remain open throughout the meeting, and all comments received will be posted online and become part of the meeting record.

Oral comments, during the meeting: A Zoom Webinar has been established for public participation during the meeting related to a specific agenda item, or matters not on the agenda. To give your public comment directly to the legislative body during the meeting, use the Register to Speak feature of [eComments](#) or connect via below Zoom link and follow the instructions or by calling 408-638-0968.

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

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

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

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

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

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

4:30 P.M. CLOSED SESSION

- 1. Conference with Labor Negotiators: Authorized Pursuant to Government Code Section 54957.6**
Agency Designated Representatives: City Manager Jason Holley and Labor Counsel Sloan, Sekai, Yeung & Wong
Employee Organization: Teamsters
- 2. Conference with Legal Counsel – Anticipated Litigation Pursuant to Government Code Section 54956.9 (d)(2). Two Matters.**
- 3. Conference with Real Property Negotiator: Authorized pursuant to Government Code section 54956.8.**
Property: APN 058-320-015 (Right of Way at Napa Junction Road)
Agency Negotiator: Jason Holley, City Manager
Negotiating Parties: City of American Canyon and Napa Valley Unified School District
Under Negotiation: Terms of Acquisition of Property

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

PROCLAMATIONS AND PRESENTATIONS

- 4. [Proclamation - Volunteers Week April 18 - 24, 2022](#)**

PUBLIC COMMENTS - ITEMS NOT ON THE AGENDA

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

by phone, when the item is called. To avoid confusion, hands raised outside of Public Comment periods will be lowered.

AGENDA CHANGES

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

CONSENT CALENDAR

5. **Minutes of April 5, 2022**

Recommendation: Approve the minutes of the April 5, 2022 City Council meeting.

6. **Report Upon Return from Closed Session - April 5, 2022**

Recommendation: Approve the Report Upon Return from Closed Session for the meeting of April 5, 2022.

7. **AB361 In Person and Remote Teleconferenced Meetings - April 19, 2022 - May 19, 2022**

Recommendation: Adopt a Resolution reaffirming that, due to the continuing COVID-19 Pandemic, a local emergency exists, re-ratifying the Proclamation of a State of Emergency by Governor Newsom on March 4, 2020, and authorizing in-person and remote teleconferenced meetings of legislative and advisory bodies of the City of American Canyon for the period of April 19, 2022 to May 19, 2022 pursuant to to Ralph M. Brown Act.

8. **Amendment 18 to NCFWCD Agreement (AOO Claim)**

Recommendation: Adopt a Resolution taking the following actions in conjunction with the Napa County Flood Control Water Conservation District:

1. Authorize the City Manager to execute Amendment 18 to the Contract for Water Supply with Napa County Flood Control and Water Conservation District (“District”) (District Agreement No. 423); and
2. Authorize the District to pursue determination of the District's rights under the Area of Origin Settlement Agreement and Article 45 of the State Water Supply Agreement and determining the actions authorized by this action are exempt from CEQA.

9. **Home2Suites Fair Share Reimbursement Agreement**

Recommendation: Adopt a Resolution of the City Council of the City of American Canyon, California authorizing a reimbursement agreement with Napa Valley Hospitality, LLC at 3701 Main Street, APN 057-072-002 in the amount of \$348,908 forproportional over-sizing of conditioned improvements for the proposed Home2Suites Hotel (File No. PL19-0023).

PUBLIC HEARINGS

10. **Water Conservation Plan Ordinance - Continuation**

Recommendation: Continue the first reading of the Water Conservation Plan Ordinance to the next regular City Council meeting on May 3, 2022.

BUSINESS

11. **2021 Annual Communications Report**

Recommendation: Receive and file the Annual Communications Report for 2021.

12. AB 481 Military Equipment Ordinance - First Reading

Recommendation: Introduce first reading of an Ordinance establishing a Military Equipment Use Policy for the American Canyon Police Department.

13. Urban Limit Line Overview and Draft Comprehensive General Plan Update CEQA Notice of Preparation

Recommendation: Consider taking the following actions in conjunction with the Urban Limit Line:

1. Receive and file report on Urban Limit Line Overview; and
2. Provide Council comments on the Draft Comprehensive General Plan Update CEQA Notice of Preparation

MANAGEMENT AND STAFF ORAL REPORTS

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

The Mayor and Council may comment on matters of public concern and announce matters of public interest; no collective council action will be taken.

Anticipated Future Council Items of Note:

May 3, 2022

- SB 1383 Implementation Update
- Oat Hill Apartments Final Map
- 2020 Urban Water Management Plan
- Eucalyptus Sidewalk Project

May 17, 2022

- Annual Engineers Report
- Fiscal Year 22/23 Proposed Budget
- Eucalyptus Sidewalk Project

ADJOURNMENT

CERTIFICATION

I, Taresa Geilfuss, 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, City Clerk

CITY OF AMERICAN CANYON PROCLAMATION



National Volunteer Week

WHEREAS, the City of American Canyon recognizes April 17th through April 23, 2022 as National Volunteer Week; and

WHEREAS, our community partners and non profit organizations are essential to help us build a stronger community through volunteer projects and special events that help enhance our community's quality of life; and

WHEREAS, we shine a light on the people who inspire us to serve, recognizing and thanking volunteers who lend their time, talent and voice to make a difference within our community; and

WHEREAS, volunteers empower others to take action, to realize their ability to make a difference, and be a force that transforms the world; and

WHEREAS, we recognize and thank the following agencies for their continued support and dedication to our community:

Community Action of Napa Valley (County Food Bank),
America Canyon Kiwanis Club, and American Canyon Emergency Food Pantry,
the Napa Valley Community Organizations Active in Disaster (COAD),
Innovative Health Solutions,
American Canyon Boys and Girls Club,
Napa Valley Unified School District,
American Canyon Community Emergency Response Team (CERT),
OLE Health,
Harvest Freewill Baptist Church,
Holy Family Baptist Church,
Collabria Care,
Feeding it Forward,
Parents CAN,

Crosswalk Church,
American Canyon Community and Parks Foundation,
American Canyon Arts Foundation,
American Canyon High School Key Club,
American Canyon Lions Club,
Soroptimist International of American Canyon,
American Canyon Troop Support,
VFW Post 1123,
Napa Junction PTA,
Remax,
American Canyon Orthodontics,
American Canyon Pediatrics,
Brian Farmer Insurance,
Boy Scouts Troops #7062,
Cub Scouts Troop #7178,
Jameson Humane,
American Canyon Chamber of Commerce,
Catholic Charities,
various individual volunteers; and

WHEREAS, through their generosity of time, money, and in-kind services, many opportunities have been afforded to our community, including food and essential service distributions, community and fundraiser events, programs and services, community projects, and so much more; and

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Leon Garcia, on behalf of the American Canyon City Council, encourages the community to show appreciation to our community partners and non profit organizations by recognizing April 17th through April 23, 2022 as National Volunteer Week.

Date: April 19, 2022

Leon Garcia, Mayor

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

ACTION MINUTES

April 5, 2022

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

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

Absent: None

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

CALL TO ORDER

The meeting was called to order at 6:31 p.m.

PLEDGE OF ALLEGIANCE

Mayor Garcia led the Pledge of Allegiance.

ROLL CALL

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

City Attorney William Ross provided an oral report on Closed Session. Closed Session commenced at 4:33 P.M. Closed Session adjourned at 6:14 P.M. A written report will be provided.

PROCLAMATIONS AND PRESENTATIONS

4. Congressional Record Statement - American Canyon's 30th Anniversary

Mayor Garcia introduced a video message from Congressman Mike Thompson, then read the Congressional Record Statement.

5. Proclamation - Muslim Holiday of Ramadan

Mayor Garcia announced the Proclamation with Vice Mayor Aboudamous providing special remarks. Sheik Nidal accepted the Proclamation.

6. Proclamation - April as Arts Month

Mayor Garcia announced the Proclamation. The American Canyon Arts Foundation Board was in attendance, with the newest youth member Ethan Sabie, formally accepting the proclamation.

Mayor Garcia also recognized the Center for Volunteer & Nonprofit Leadership (CVNL) Heart of Napa award recipient American Canyon resident Powell Helems of Napa Valley Community Emergency Response Team, Volunteer of the Year.

PUBLIC COMMENTS - ITEMS NOT ON THE AGENDA

Mayor Garcia opened Public Comments. Written comments: none. Oral comments: none. Mayor Garcia closed Public Comments.

AGENDA CHANGES

Staff requested a continuation of Business item 11 to the City Council meeting of April 19, 2022.

CONSENT CALENDAR

Action: Motion to adopt CONSENT CALENDAR 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

7. Minutes of March 15, 2022

Action: Approved the minutes of the City Council meeting of March 15, 2022.

8. Revised Report Upon Return from Closed Session - February 15, 2022

Action: Approved the revised Report Upon Return from Closed Session for the meeting of February 15, 2022.

9. Partnership with Napa County to re-pave American Canyon Road East (TR22-0100)

Action: Adopted Resolution 2022-28 taking the following actions in conjunction with the American Canyon Road East Pavement Maintenance: Amending the Fiscal Year 2021-2022 adopted Capital Improvement Program Budget to include the American Canyon Road East Pavement Maintenance, City Project No. TR22-0100 and authorizing a budget of \$300,000; Appropriating \$300,000 of Road Maintenance and Rehabilitation Account (Fund 213) to American Canyon Road East Pavement Maintenance, City Project No. TR22-0100; and Authorizing the City Manager to execute a reimbursement agreement (Agreement 2022-40) between the City of American Canyon and Napa County to complete Project No. TR22-0100 for a not to exceed amount of \$275,000.

Vice Mayor Aboudamous was excused from the meeting at 7:30 p.m.

PUBLIC HEARINGS

There were no Public Hearing items.

BUSINESS

10. American Canyon Police Department's 2021 Annual Report

Council received a staff report from Police Chief Rick Greenberg.

Action: Received and filed the American Canyon Police Department's 2021 Annual Report.

11. 2021 Annual Communications Report

Action: On staff request, Item 11. Annual Communications Report was continued to April 19, 2022.

12. Water Supply and Demand Drought Emergency Stage 2

Council received a staff report from Maintenance & Utilities Director Felix Hernandez, III. Mayor Garcia opened Public Comments. Written comments: none. Oral comments: Johnette McNaughten was called to speak; Beth Marcus was called to speak; Justin Hamilton Hole was called to speak; Tammy Wong was called to speak. Mayor Garcia closed Public Comments.

Action: Council received and the filed report.

13. FY 2022/23 Budget Update

Council received a staff report from Finance Director Lincoln Bogard. Mayor Garcia opened Public Comments. Written comments: none. Oral comments: Beth Marcus was called to speak. Mayor Garcia closed Public Comments.

Action: Council received the update and provided direction.

MANAGEMENT AND STAFF ORAL REPORTS

Parks & Recreation Director Alexandra Ikeda provided community updates. City Clerk Taresa Geilfuss provided information regarding the upcoming annual City Clerks Association of California conference.

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

Mayor Garcia recognized the Center for Volunteer & Nonprofit Leadership (CVNL) Heart of Napa award recipients American Canyon residents Ximena Alvares-Parra of Mentis, Youth Volunteer of the Year, and Emily Long of the American Canyon Community and Parks Foundation, Youth Volunteer of the Year.

Councilmember Oro suggested a city emblem be hung behind the dais.

ADJOURNMENT

The meeting was adjourned at 9:01 p.m.

CERTIFICATION

Respectfully Submitted,

Taresa Geilfuss, City Clerk

William D. Ross
David Schwarz
Kypros G. Hostetter

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File No: 199/6

April 14, 2022

VIA E-MAIL

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

Re: Report Upon Return from Closed Session; Virtual Regular Meeting of the
American Canyon City Council; April 5, 2022

Dear Mayor Garcia and Members of the City Council:

This communication sets forth reportable action, if any, of the City Council (“Council”) of the City of American Canyon (“City”), consistent with provisions of the Ralph M. Brown Opening Meeting Act (Government Code Section 54950, *et seq.*) resulting from the Closed Session of the Virtual April 5, 2022 Regular Council Meeting, consistent with Government Code Section 54957.1.

After convening in Open Session at 4:33 p.m. and ascertaining that there were no public comments on the agendaized Closed Session matters, your Council adjourned to Closed Session at 4:33 p.m.

There were three matters agendaized for City Closed Session consideration.

1. Conference with Labor Negotiators: Authorized Pursuant to Government Code Section 54957.6
Agency Designated Representatives: City Manager Jason Holley and Labor Counsel Sloan, Sakai, Yeung & Wong LLP
Employee Organization: Teamsters
2. Conference with Real Property Negotiator: Authorized Pursuant to Government Code Section 54956.8
Property: APN 058-320-015 (Right-of-Way at Napa Junction Road)
Agency Negotiator: Jason Holley, City Manager

The Honorable Leon Garcia, Mayor
and Members of the City Council
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Negotiating Parties: City of American Canyon and Napa Valley
Unified School District
Under Negotiation: Terms of Acquisition of Property

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

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

With respect to Closed Session Agenda Item No. 2., although Council direction was given, that Council direction is not reportable consistent with the provisions of Government Code Section 54956.8 and the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(2).

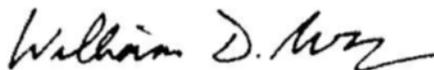
With respect to Closed Session Agenda Item No. 3., two matters were considered and with respect to those matters, there is no reportable action under the provisions of Government Code Section 54956.9(d)(2).

The Closed Session concluded at 6:14 p.m., where it was indicated that a written report upon return consistent with Government Code Section 54957.1, would be prepared.

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

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

Very truly yours,



William D. Ross
City Attorney

WDR:jf

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



TITLE

AB361 In Person and Remote Teleconferenced Meetings - April 19, 2022 - May 19, 2022

RECOMMENDATION

Adopt a Resolution reaffirming that, due to the continuing COVID-19 Pandemic, a local emergency exists, re-ratifying the Proclamation of a State of Emergency by Governor Newsom on March 4, 2020, and authorizing in-person and remote teleconferenced meetings of legislative and advisory bodies of the City of American Canyon for the period of April 19, 2022 to May 19, 2022 pursuant to the Ralph M. Brown Act.

CONTACT

William D. Ross, City Attorney

BACKGROUND & ANALYSIS

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

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

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

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

such as those with compromised immune systems.

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

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

Changes to the first page of the City Council Agendas were made beginning October 2021, as the means for the public to participate via continued Zoom teleconference will have to be described consistent with the AB 361 procedures rather than the now-expired Executive Order N-29-20.

These changes indicate that, pursuant to this authority, members of the public and members of the City Council may continue to participate by Zoom video/teleconferencing, or alternatively participate in person at the designated physical meeting location.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Not applicable.

FISCAL IMPACT

None.

ENVIRONMENTAL REVIEW

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

ATTACHMENTS:

[1. Resolution AB361](#)

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE CITY OF AMERICAN CANYON CITY COUNCIL REAFFIRMING THAT A LOCAL EMERGENCY EXISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING IN-PERSON AND REMOTE TELECONFERENCED MEETINGS OF LEGISLATIVE AND ADVISORY BODIES OF THE CITY OF AMERICAN CANYON FOR THE PERIOD OF APRIL 19, 2022 – MAY 19, 2022 PURSUANT TO THE RALPH M. BROWN ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the American Canyon City Council held on the 19th day of April 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Leon Garcia, Mayor

ATTEST:

APPROVED AS TO FORM

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney



TITLE

Amendment 18 to NCFWCWCD Agreement (AOO Claim)

RECOMMENDATION

Adopt a Resolution taking the following actions in conjunction with the Napa County Flood Control Water Conservation District:

1. Authorize the City Manager to execute Amendment 18 to the Contract for Water Supply with Napa County Flood Control and Water Conservation District ("District") (District Agreement No. 423); and
2. Authorize the District to pursue determination of the District's rights under the Area of Origin Settlement Agreement and Article 45 of the State Water Supply Agreement and determining the actions authorized by this action are exempt from CEQA.

CONTACT

Felix Hernandez, III, Maintenance and Utilities Director

BACKGROUND & ANALYSIS

Since 1963 the Napa County Flood Control and Water Conservation District ("District") and the California State Department of Water Resources ("DWR") have been party to the State Water Supply Agreement "Agreement." The District represents the only three entities, also referred to as "Member Units", in Napa County that own water supply entitlements as part of the State Water Project: City of Napa, American Canyon and Calistoga. This contracting relationship was a common practice during the establishment of the State Water Project to limit the number of agreements for the statewide project. At the time the agreement was established there were five member units, however over the last five decades consolidation of water entitlements has occurred within Napa County leaving only the three aforementioned cities holding water right entitlements. On behalf of the three cities, the District is a member of the State Water Contractors Association, which is comprised of all 29 entities statewide that contract for State Water Project water.

The City of American Canyon is a sub-contractor to Napa County Flood Control and Water Conservation District (District) for the contract with the State of California for the water received via the State Water Project (SWP) and the North Bay Aqueduct. The terms of the Contract between City of American Canyon (City) and the District are specified in District Agreement No. 423, hereinafter "Contract", entered into on April 5, 1966, and subsequent amendments Nos. 1 - 17. This

Amendment No. 18 to the Contract authorizing the District to pursue determination of the District's rights under the Area of Origin Settlement Agreement and Article 45 of the State Water Supply Agreement and determining the actions authorized by this action are exempt from CEQA.

In November 2007, the District filed a claim with the Department of Water Resources related to the amount of State Water Project water delivered each year pursuant to Article 18 of the State Water Supply Agreement. The District settled the matter with the Department of Water Resources and established Napa as a contractor in the Area of Origin therefore entitled to water rights allocation based on north of delta and typically 5-25% higher than south of delta allocations. Since the Settlement Agreement, Amendment No. 15 executed in October 2013, there is need to seek agreement with DWR, or judicial relief to restore carryover water storage lost in water year 2020 due to DWR's interpretation of the parties' North of Delta Allocation or obtain monetary compensation for the loss.

Amendment No. 18 is necessary to authorize the District to continue efforts on the City's behalf related to the claim. The firm of Somach, Simmons, and Dunn is representing the District, on behalf of the City of American Canyon and other municipal subcontractors in Napa County. In addition to the District, two other North of Delta SWP Contractors the Solano County Water Agency and the City of Yuba City make up the Area of Origin parties (AOO) parties. The Memorandum of Understanding between the District and the AOO parties governs the allocation of attorney's fees and costs arising from this important litigation. This joint effort is important to clarify the rights as previously agreed to under the 2013 AOO Settlement Agreement. As this litigation relates to clarification of the negotiated settlement, the terms of the Confidentiality Agreement for the original AOO litigation entered into on November 18, 2008 remain in effect.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

Pursuant to Agreement No. 1482 and Amendment No. 18 with the District, costs associated with the District's efforts on our behalf will be billed monthly as part of the invoice for State Water Project supply. Estimated costs to the City of American Canyon associated with Amendment No. 18 are \$3,900. These costs may go up or down depending on the complexity and timeframe of the litigation. Funding would come from account 100-10-140-42115.

ENVIRONMENTAL REVIEW

City staff recommends that the City Council determine that the Recommended Action is exempt from CEQA pursuant to CEQA Guidelines Section 15060(c).

ATTACHMENTS:

1. [Resolution - Amendment 18 to Agreement No. 423 NCFCD AOOCD](#)
2. [Exhibit A - Amendment No. 18 to Agreement No. 423 NCFCD AOO between District and the City](#)

3. MOU Between District and AOO Parties dated 12-07-2021
4. Confidentiality Agreement dated 11-18-2008

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON ADOPT AMENDMENT 18 TO THE CONTRACT FOR WATER SUPPLY WITH NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (“DISTRICT”) (DISTRICT AGREEMENT NO. 423); AUTHORIZING THE DISTRICT TO PURSUE DETERMINATION OF THE DISTRICT'S RIGHTS UNDER THE AREA OF ORIGIN SETTLEMENT AGREEMENT AND ARTICLE 45 OF THE STATE WATER SUPPLY AGREEMENT AND DETERMINING THE ACTIONS AUTHORIZED BY THIS ACTION ARE EXEMPT FROM CEQA.

WHEREAS, in 1963 the Napa County Flood Control and Water Conservation District (District) entered into a Water Supply Contract with the California Department of Water Resources (DWR) for water supply as part of the State Water Project (SWP); and

WHEREAS, the City of American Canyon is a Member Unit of the District for the purpose of receiving raw water for the City's water supply from the SWP; and

WHEREAS, the District represents the only three entities, also referred to as “Member Units”, in Napa County that own water supply entitlements as part of the State Water Project: City of Napa, American Canyon and Calistoga; and

WHEREAS, the District is a member of the State Water Contractors Association, which is comprised of all 29 entities statewide that contract for State Water Project; and

WHEREAS, Amendment No. 18 to the Contract authorizes the District, on behalf of the City, to execute Amendment No. 9 of this Agreement, Agency has been involved in litigation over its contract with the State of California Department of Water Resources (DWR) and what is commonly referred to as the Area of Origin (AOO) Litigation; and

WHEREAS, the District is scheduled to consider approval of Amendment No. 9 subject to approval of City of American Canyon with the attached Amendment No. 18, and other member units as required by their corresponding sub-contracts.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby authorizes authorizing the City Manager to execute Amendment 18 to the Contract for Water Supply with Napa County Flood Control and Water Conservation District (“District”) (District Agreement No. 423).

BE IT FURTHER RESOLVED that the City Council of the City of American Canyon hereby authorizes the District to pursue determination of the District's rights under the Area of Origin Settlement Agreement and Article 45 of the State Water Supply Agreement and determining the actions authorized by this action are exempt from CEQA.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 19th day of April, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:
ABSENT:

Leon Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

**AMENDMENT NO. 18 OF
NAPA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT AGREEMENT NO. 423**

(WATER SUPPLY CONTRACT WITH THE CITY OF AMERICAN CANYON)

THIS AMENDMENT NO. 18 OF NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 423, hereinafter referred to as “Amendment No. 18,” is made as of this _____ day of _____, 2022, by and between the NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter referred to as “Agency,” and the CITY OF AMERICAN CANYON, hereinafter referred to as “City.”

RECITALS

WHEREAS, Agency is party to a water supply agreement (“State Water Supply Agreement”) with the State of California, initially approved on December 19, 1963, and subsequently amended by the parties thereto, that specifies the amount of water available to Agency for disbursement to its Member Units (defined by Agreement paragraph 1(f)) in any given year and a number of component charges for water allocated and delivered through the North Bay Aqueduct; and

WHEREAS, City (through its predecessor in interest the American Canyon County Water District) and Agency entered into the “Contract for Water Supply from North Bay Aqueduct Between Napa County Flood Control and Water Conservation District and American Canyon Water District“ (Agency Agreement No. 423, hereinafter “Contract”) as of November 15, 1966, subsequently modified by Amendment No. 1 as of June 24, 1975, Amendment No. 2 as of December 21, 1982, Amendment No. 3 as of April 6, 1993, Amendment No. 4 as of December 3, 1998, Amendment No. 5 as of September 21, 2000, Amendment No. 6 as of December 7, 2004, Amendment No. 7 as of December 7, 2004, Amendment No. 8 as of November 7, 2006, Amendment No. 9 as of March 4, 2008, Amendment No. 10 as of April 15, 2008, Amendment Nos. 11 and 12 as of August 4, 2009, Amendment No. 13 as of October 6, 2009, Amendment No. 14 as of June 18, 2013, Amendment No. 15 as of October 15, 2013, and by Amendment 16 as of March 19, 2019, and by Amendment 17 as of December 15, 2020, under which Agency disburses to City as a member unit, a portion of the water allocated to Agency under the State Water Supply Agreement; and

WHEREAS, as authorized under Amendment 9 of this Agreement, Agency has been involved in litigation over its contract with the State of California Department of Water Resources (DWR) and what is commonly referred to as the Area of Origin (AOO) Litigation; and

WHEREAS, the AOO litigation as outlined in paragraph 19 of this Agreement culminated in a Settlement Agreement with DWR, and

WHEREAS, subsequent to the approval of the Settlement Agreement, the Agency on behalf of its subcontractor cities, and other North of Delta SWP Contractors, Solano County Water Agency and the City of Yuba City, collectively “AOO parties”, have disputed the AOO parties rights under the Settlement Agreement with DWR and Article 45 of the State Water Supply Agreement. The AOO parties seek an agreement with DWR, or otherwise desire to pursue appropriate judicial relief to restore the parties’ carryover storage water lost in water year 2020 due to DWR’s interpretation of the parties North of Delta (NOD) Allocation, or obtain monetary compensation for the loss (hereinafter “NOD Allocation negotiations and litigation”), and

WHEREAS, the governing boards of the AOO parties have each retained the law firm of Somach, Simmons and Dunn, and authorized negotiations with, and filing a claim against, and if necessary, the commencement of litigation against DWR and others, and have entered into a MOU (Exhibit A) governing the allocation of attorney’s fees and other costs arising from the NOD Allocation negotiation and litigation (hereinafter the 2021 AOO MOU).

TERMS

NOW, THEREFORE, IT IS MUTUALLY AGREED by Agency and City that the 2021 AOO MOU shall be incorporated into the State Water Supply Agreement and the Contract shall be amended as follows:

1. Paragraph 22 is added to the Contract for Water Supply from North Bay Aqueduct between Agency and City as part of Amendment No. 18, as follows:

22. Memorandum of Understanding with Solano County Water Agency and the City of Yuba City for participation in the negotiations and litigation against the California Department of Water Resources ("DWR") for the purpose of determining the Agency's rights under AOO Settlement Agreement and Article 45 of the State Water Supply Agreement.

(a) Agency has signed the 2021 AOO MOU with Solano County Water Agency and the City of Yuba City to govern the allocation of attorney's fees and other costs arising from determining the contractor’s rights under the AOO Settlement Agreement and Article 45 negotiations claims and potential litigation (as defined in the 2021 AOO MOU), the designation of leadcounsel, and related confidentiality and administrative issues in order to pursue appropriate judicial relief to restore the parties’ carryover storage water lost in water year 2020 due to DWR’s interpretation of the parties North of Delta (NOD) Allocation, or obtain monetary compensation for the loss.

(b) (i) City shall reimburse Agency for its proportionate of costs incurred due to the prosecution of the NOD Allocation negotiations and litigation against DWR, including the fees of any and all attorney's hired, in accordance with Paragraph 20(e) below, to represent the Agency on this item, and costs associated with the

Memorandum of Understanding including but not limited to litigation and expert costs, administrative costs, and potential costs under Code of Civil Procedure Section 1032. These costs shall be apportioned to all Member Units directly proportional to their ultimate Table A (29,025 AF total for Napa County) annual entitlements.

(ii) City shall pay its share of the costs described in sub-paragraph (b) (i) not later than thirty (30) days after receipt of Agency's invoices. Agency's invoices shall be in amounts sufficient to allow Agency to receive funds to pay City's proportionate share of Agency's current obligations of the 2021 AOO MOU no sooner than thirty (30) days prior to the date the same become due.

(c) Agency shall keep City informed of the status of litigation and/ or settlement negotiations and shall enter into a settlement agreement only after each of the Member Units agree in writing to the settlement agreement. The Agency shall not execute any settlement agreement unless each Member Unit has provided Agency with written consent to the settlement agreement. Settlement proceeds, if any, shall be apportioned among all Member Units directly proportional to their ultimate Table A Entitlements (29,025 AF total for Napa County) annual entitlements. City and Agency agree that the terms of the Confidentiality Agreement for the original AOO Litigation, entered into on November 18, 2008, remain in effect.

(d) City shall provide compensation for its proportionate share (5,200 AF of 29,025 AF or 17.92%) of the costs associated with the Agency's portion of the 2021 AOO MOU.

(e) Agency shall not withdraw from the 2021 MOU without written authorization from each of the Member Units and after compliance with 2021 MOU.

(f) Agency shall change attorneys and/or hire new attorneys to represent Agency on this AOC litigation only after each of the Member Units agrees in writing to the change(s)."

2. Regarding Paragraph 1 above, Agency and City acknowledge that it is the intent of the parties that the other Member Units (defined in Paragraph 1(f) of the Contract for Water Supply from North Bay Aqueduct between Agency and City) within the service area of Agency under the State Water Supply Agreement will also be amending their respective Agreements with Agency in substantially the same manner as set forth above.

3. Except as provided in (1) and (2) above, all of the terms and provisions of the Agreement shall remain, after the effective date set forth above, in full force and effect as previously approved and last amended.

4. The effective date of Amendment No. 18 shall be the date of execution by Agency and City.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 18 as of the date first above written.

CITY OF AMERICAN CANYON

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By _____
JASON HOLLEY
City Manager

By _____
BRAD WAGENKNECHT
Vice-Chairperson

ATTEST:

ATTEST:

By _____
TARESA GEILFUSS
City Clerk

By _____
NEHA HOSKINS
District Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By _____
WILLIAM D. ROSS
City Attorney

By Shana A. Bagley (e-sign)
SHANA A. BAGLEY
District Legal Counsel

COUNTERSIGNED:

By _____
LINCOLN BOGARD
Finance Director

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (Agreement) is entered into this ____ day of _____ 2021, by and between the parties listed in Exhibit “A” attached hereto (collectively “Contractors”).

RECITALS

A. The governing boards of the Contractors have authorized negotiations with, filing a claim against, and if necessary, the commencement of litigation against, the California Department of Water Resources (DWR) and others, for the purpose of determining the parties’ rights under the Settlement Agreements with DWR and Article 45 of the State Water Project Water Supply Contracts (SWP Contracts). In particular, the Contractors will seek an agreement with DWR, or otherwise pursue appropriate judicial relief (i.e., consent decree, declaratory judgment, etc.), to restore the Contractors’ carryover storage water lost in Water Year 2020 due to DWR’s interpretation of the Contractors’ North of Delta (NOD) Allocation, or obtain monetary compensation for the loss (hereinafter “NOD Allocation negotiations and litigation”).

B. The Contractors desire to enter into this Agreement governing the allocation of attorneys’ fees and other costs arising from the NOD Allocation negotiations and litigation, the designation of lead counsel, and related confidentiality and administrative issues.

NOW, THEREFORE, the parties enter into this Agreement as follows:

1. Allocation of Attorneys’ Fees and Costs. The parties agree that all attorneys’ fees, expert fees, and other costs collectively incurred, and arising from and reasonably related to the NOD Allocation negotiations and litigation shall be divided among the Contractors based on the percentage share that each Contractor’s loss of carryover in 2020

bears to the loss of carryover of all Contractors in 2020. The Contractors agree that the percentages set forth in Exhibit "A" of this Agreement illustrate the allocation of all attorneys' fees and costs collectively incurred in the NOD Allocation negotiations and litigation.

2. Addition and Withdrawal of Contractors. In the event that, following initial execution of this Agreement, additional Contractors desire to become parties to any litigation and this Agreement, or in the event of withdrawal from the NOD Allocation negotiations and litigation of one or more Contractors, the percentage shares designated in the formula set forth in paragraph 1 above shall be modified to conform with the allocation formula specified in paragraph 1 of this Agreement; provided, however, that a withdrawing Contractor shall remain obligated to pay its share of fees and costs incurred up to and including the date on which written notice of withdrawal is delivered to the lead attorney. In addition, if any Contractor withdraws, such Contractor shall not object to, and hereby waives any conflict regarding, the lead attorney's continued representation of the other remaining Contractors in the NOD Allocation negotiations and litigation, in accordance with paragraph 3, below.

3. Lead Counsel.

a. For the sake of efficiency and cost savings, the Contractors designate Andrew Hitchings and the law firm of Somach Simmons & Dunn to serve as Lead Counsel in the NOD Allocation negotiations and litigation. Lead Counsel shall be responsible for coordinating the conduct of the negotiations and litigation, and for keeping each Contractor's counsel informed as to the status thereof. In this regard, Lead Counsel shall timely schedule and coordinate meetings or conference calls with

the other Contractors' legal counsel as may be reasonably necessary to make strategic decisions.

b. The Contractors hereby authorize Somach Simmons & Dunn to file a claim against DWR with the Department of General Services, Government Claims Program, and, if necessary, a complaint and all other required pleadings on behalf of Contractors to pursue the litigation referenced above, in consultation with each Contractor's own counsel. Lead Counsel shall provide copies of draft pleadings to the other Contractors' legal counsel sufficiently in advance of court filing deadlines so as to allow adequate time for the other Contractors' legal counsel to review and comment on such draft pleadings before they are finalized and filed on behalf of the Contractors. Each Contractor may, in its discretion, elect to have its own counsel appear as attorney of record on its behalf in the NOD Allocation negotiations and litigation.

c. The reasonable fees and costs incurred by an attorney of a Contractor who has executed this Agreement that were provided at the request of Lead Counsel shall be allocated among the parties for reimbursement in accordance with paragraph 1; provided, however, that Lead Counsel shall use best efforts to ensure that fees and costs incurred by other counsel at the Lead Counsel's request are not duplicative of fees and costs incurred by Lead Counsel.

d. Lead Counsel serves as special counsel to Napa County Flood Control and Water Conservation District and the City of Yuba City on water matters. However, Lead Counsel's representation of all other Contractors is limited in scope to simply facilitate efficient administration of negotiations and litigation. This

Agreement shall not be construed as creating an attorney-client relationship between Somach Simmons & Dunn and any of the Contractors not specifically represented by Somach Simmons & Dunn on a regular basis, except for that limited purpose.

4. Billing Procedures. The Contractors agree that Somach Simmons & Dunn shall have the responsibility for issuing invoices for attorneys' fees, and other fees and costs arising from the NOD Allocation negotiations and litigation, and that Somach Simmons & Dunn shall have the responsibility to apportion the invoices in accordance with the percentages allocated pursuant to paragraph 1, above. The Contractors agree to make payments on these invoices within 30 days of the date of the specific invoice.

5. Privileged Communications. All information related to the litigation that is shared between the Contractors and Somach Simmons & Dunn is privileged and confidential. In addition, the Contractors agree that the attorney-client privilege and work product doctrine apply to all communications between and among Contractors, their legal counsel, Lead Counsel, and any experts retained by Contractors under this Agreement. To the maximum extent permitted by law, legal counsel and Contractors agree to maintain the confidentiality of all such communications.

6. Entire Understanding. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings, whether written or oral. This Agreement may not be modified except by an instrument in writing executed by all of the parties hereto.

7. Counterparts. This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same Agreement.

8. Conflicts of Interest. The Contractors acknowledge that there may be conflicts of interest between them or between them and other petitioners/plaintiffs represented by Somach Simmons & Dunn in the negotiations and potential litigation, have been advised of these potential conflicts of interest, and hereby each waive any conflict of interest that may arise with respect to the negotiations or litigation. The Contractors also acknowledge that there may be conflicts of interest between them and existing or future clients represented or to be represented by Somach Simmons & Dunn on matters not related to the subject matter of this Agreement and hereby each waive any conflict of interest that exists or may arise with respect to these unrelated matters. Each Contractor warrants that it has consulted with legal counsel of its own choosing regarding these waivers before executing this document.

IN WITNESS WHEREOF, the parties hereto have entered into this Memorandum of Understanding effective as of the first date set forth above.

Dated: _____, 2021

CITY OF YUBA CITY

By: _____

Title: _____

Dated: Dec. 7, 2021

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: Paul Wright

Title: Chairperson of the Board of Directors

Dated: _____, 2021

SOLANO COUNTY WATER AGENCY

By: _____

Title: _____

EXHIBIT A

PARTY	2020 LOSS OF CARRYOVER (AF)	PERCENTAGE OF SHARE
City of Yuba City	960	20%
Napa County Flood Control and Water Conservation District	1,208	26%
Solano County Water Agency	2,533	54%
Total:	4,701	100%

*Percentages are rounded.

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (Agreement) is entered into this 18th day of November, 2008 by and between the NAPA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT (District), the COUNTY OF NAPA; the Cities of AMERICAN CANYON, YOUNTVILLE, ST. HELENA, CALISTOGA AND NAPA (collectively referred to herein as Agencies); and SOMACH SIMMONS & DUNN (Counsel).

1. **Background.** Napa County Flood Control & Water Conservation District holds a water service contract with the Department of Water Resources (DWR) for a water supply from the State Water Project. The District's contract with DWR benefits Napa County, the Cities of American Canyon, Yountville, St. Helena, Calistoga and Napa. Through Counsel, the District is pursuing claims against DWR for breach of its contract jointly with other similarly situated agencies and their respective counsels: Solano County Water Agency, Butte County, and City of Yuba City (collectively referred to herein as Co-Litigants). The Co-Litigants desire to insure that confidential legal opinions, attorney work-product and other information regarding their claims remain confidential even though disclosed to the Agencies, other parties and their respective counsel during the administrative claims process and subsequent litigation. To that end, the Co-Litigants executed a Confidentiality Agreement on March 19, 2008. This Agreement is to insure among and between the District and the Agencies that information which is the subject of the March 19, 2008 Confidentiality Agreement remains confidential and that the Agencies adhere to the requirements of the March 19, 2008 Confidentiality Agreement as specifically set forth herein.

2. **Definition.** For purposes of this Agreement, the term "Disclosure" shall mean any and all documents, electronic mail, or orally conveyed information conveyed from Counsel to District and/or Agencies, between the Parties, between the Parties and/or their respective counsel and consultants and designated in writing as "Confidential."

3. **Attorney-Client Privilege.** Any and all Disclosures from any of the counsel representing the Co-Litigants or from Counsel to the District and/or any of the Agencies shall not waive attorney-client privilege pursuant to California Evidence Code sections 952 and 954 as any and all Disclosures shall solely consist of confidential communications between Counsel and the District and/or Agencies in the course of their relationship, by a means which, so far as the District and Agencies are aware, discloses the information only to other counsel and Co-Litigants, to whom disclosure is reasonably necessary for the accomplishment of the purpose for which the counsel are consulted and includes legal opinions formed and the advice given by counsel in the course of their individual and collective relationship with Co-Litigants. (See Cal. Evid. Code, § 952; see also *STI Outdoor v. Superior Court* (2001) 91 Cal.App.4th 334, 341.)

4. Miscellaneous

a. Any and all Disclosures shall be maintained in strict confidence and shall not be disclosed in whole or in any part to any other party, agency, tribunal, court, person, company, or anyone at all, for any purpose, and shall be inadmissible for any purpose in any proceeding.

b. This Agreement may be executed in counterparts, each of which shall be deemed an original and will become effective and binding upon the District and Agencies as of the Effective Date.

c. Any and all Disclosures and/or copies of the Disclosures in any form (including data on computer hard drives, floppy disks, CD-ROMs, tapes, or other media) shall be and remain the exclusive property of the disclosing party and shall, upon written request of that party, be promptly returned to it or, at its sole option, destroyed upon the termination of this Agreement. Upon return or destruction, the party destroying or returning such copies shall certify in writing that all such Disclosures and/or copies thereof have been returned or destroyed.

d. Each party acknowledges and agrees that monetary damage would be inadequate remedy for a breach of this Agreement and that each party shall be entitled to specific performance or injunctive relief, or both, to prevent the breach or continued breach of this Agreement. The Parties agree that the prevailing party shall be entitled to recover any and all expenses, including, without limitation, reasonable attorneys' fees and court costs, which will be paid by the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf.

NAPA COUNTY FLOOD CONTROL
& WATER CONSERVATION DISTRICT

CITY OF AMERICAN CANYON

BY: *Brad Wagenknecht*
BRAD WAGENKNECHT, Chairperson

BY: _____

ATTEST: *Gladys I. Coil*
GLADYS I. COIL, Secretary of the District Board

ITS: _____

APPROVED AS TO FORM
Office of District Counsel
By: *Kurtan Green*
Date: November 18, 2008

APPROVED BY THE NAPA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
Date: *11-18-08*
Processed by: *Sherry Vathores*
Deputy Secretary of the District Board

CITY OF YOUNTVILLE

CITY OF ST. HELENA

BY: _____

BY: _____

ITS: _____

ITS: _____

4. Miscellaneous

a. Any and all Disclosures shall be maintained in strict confidence and shall not be disclosed in whole or in any part to any other party, agency, tribunal, court, person, company, or anyone at all, for any purpose, and shall be inadmissible for any purpose in any proceeding.

b. This Agreement may be executed in counterparts, each of which shall be deemed an original and will become effective and binding upon the District and Agencies as of the Effective Date.

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d. Each party acknowledges and agrees that monetary damage would be inadequate remedy for a breach of this Agreement and that each party shall be entitled to specific performance or injunctive relief, or both, to prevent the breach or continued breach of this Agreement. The Parties agree that the prevailing party shall be entitled to recover any and all expenses, including, without limitation, reasonable attorneys' fees and court costs, which will be paid by the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf.

NAPA COUNTY FLOOD CONTROL
& WATER CONSERVATION DISTRICT

CITY OF AMERICAN CANYON

BY: _____

BY: [Signature]

ITS: _____

ITS: City Manager

CITY OF YOUNTVILLE

CITY OF ST. HELENA

BY: _____

BY: _____

ITS: _____

ITS: _____

4. Miscellaneous

a. Any and all Disclosures shall be maintained in strict confidence and shall not be disclosed in whole or in any part to any other party, agency, tribunal, court, person, company, or anyone at all, for any purpose, and shall be inadmissible for any purpose in any proceeding.

b. This Agreement may be executed in counterparts, each of which shall be deemed an original and will become effective and binding upon the District and Agencies as of the Effective Date.

c. Any and all Disclosures and/or copies of the Disclosures in any form (including data on computer hard drives, floppy disks, CD-ROMs, tapes, or other media) shall be and remain the exclusive property of the disclosing party and shall, upon written request of that party, be promptly returned to it or, at its sole option, destroyed upon the termination of this Agreement. Upon return or destruction, the party destroying or returning such copies shall certify in writing that all such Disclosures and/or copies thereof have been returned or destroyed.

d. Each party acknowledges and agrees that monetary damage would be inadequate remedy for a breach of this Agreement and that each party shall be entitled to specific performance or injunctive relief, or both, to prevent the breach or continued breach of this Agreement. The Parties agree that the prevailing party shall be entitled to recover any and all expenses, including, without limitation, reasonable attorneys' fees and court costs, which will be paid by the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf.

NAPA COUNTY FLOOD CONTROL
& WATER CONSERVATION DISTRICT

CITY OF AMERICAN CANYON

BY: _____

BY: _____

ITS: _____

ITS: _____

TOWN OF YOUNTVILLE

CITY OF ST. HELENA

BY: SKR [Signature]

BY: _____

ITS: Town Manager

ITS: _____

party, be promptly returned to it or, at its sole option, destroyed upon the termination of this Agreement. Upon return or destruction, the party destroying or returning such copies shall certify in writing that all such Disclosures and/or copies thereof have been returned or destroyed.

d. Each party acknowledges and agrees that monetary damage would be inadequate remedy for a breach of this Agreement and that each party shall be entitled to specific performance or injunctive relief, or both, to prevent the breach or continued breach of this Agreement. The Parties agree that the prevailing party shall be entitled to recover any and all expenses, including, without limitation, reasonable attorneys' fees and court costs, which will be paid by the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf.

NAPA COUNTY FLOOD CONTROL
& WATER CONSERVATION DISTRICT

CITY OF AMERICAN CANYON

BY: _____
ITS: _____

BY: _____
ITS: _____

CITY OF YOUNTVILLE

CITY OF ST. HELENA

BY: _____
ITS: _____

BY: Bert Johnson 9/23/08
ITS: Bert Johnson, CITY MANAGER

CITY OF CALISTOGA

CITY OF NAPA

BY: _____
ITS: _____

BY: _____
ITS: _____

SOMACH SIMMONS & DUNN

BY: _____

CITY OF CALISTOGA

CITY OF NAPA

BY: James C. McLean
ITS: City Manager

BY: _____
ITS: _____

SOMACH SIMMONS & DUNN

BY: _____

CITY OF CALISTOGA

CITY OF NAPA

BY: _____

BY: _____

ITS: _____

ITS: _____

SOMACH SIMMONS & DUNN

[Handwritten Signature]
Public Works Director
Approved As To Form
[Handwritten Signature]
City Attorney

BY: _____

CITY OF CALISTOGA

CITY OF NAPA

BY: _____

BY: _____

ITS: _____

ITS: _____

SOMACH SIMMONS & DUNN

BY: 



TITLE

Home2Suites Fair Share Reimbursement Agreement

RECOMMENDATION

Adopt a Resolution of the City Council of the City of American Canyon, California authorizing a reimbursement agreement with Napa Valley Hospitality, LLC at 3701 Main Street, APN 057-072-002 in the amount of \$348,908 for proportional over-sizing of conditioned improvements for the proposed Home2Suites Hotel (File No. PL19-0023).

CONTACT

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

BACKGROUND & ANALYSIS

On January 23, 2020, the Planning Commission adopted Resolution No. 20-02 (PL19-0023) approving a Design Permit to Napa Valley Hospitality, LLC ("Developer") for a new four-story 58,544 square foot 102-room Home2Suites hotel on a 1.98-acre lot at 3701 Main Street (APN 057-072-002) between Palby's Junction and the Fairfield Inn & Suites.

The four-story Home2Suites by Hilton hotel is designed to appeal to extended stay and more traditional transient travelers featuring studio kitchens with refrigerators, microwaves, dishwashers, a breakfast area, laundry service, a fitness facility, and a pool and spa. This project is the first one to be approved following adoption of the Broadway District Specific Plan and is subject to certain Conditions of Approval such as frontage improvements on State Road 29. In addition, the City's development standards and site conditions requires additional utility and street infrastructure improvements to serve the project.

The Developer has provided estimated costs for constructing a portion of required Conditions of Approval No. 64 (a)-(c) and is requesting a fair share reimbursement allowance for constructing the following:

- a. **Main Street Extension.** Main Street as a public street within the existing 50-foot wide right-of-way from the existing street stub just north of Antonina Avenue to South Napa Junction Road. Along the frontage of the site, the curb-to-curb street width shall be 32-feet where parking is provided and 24-feet where the landscape areas bulb out on either side of the driveways. A 6-

foot wide sidewalk shall be provided along the frontage contiguous to the back of curb where on-street parking is provided and continuing along that same alignment north and south of the on-street behind the landscape bulb-outs. The landscape bulb outs shall be 7-foot wide including the curb width. North of the project frontage, the curb-to-curb street width shall be 24-feet with no sidewalks on either side. South of the project frontage extending to Antonina Avenue, the curb-to-curb street width shall be 24-feet. On the west side, provide a 6-foot wide sidewalk and landscape strip 7-foot wide including the curb width. Sidewalk is not required on the east side. Associated street improvements shall include curb and gutter along both sides, drainage improvements, streetlights and striping and signage. All 24-foot wide sections shall be signed " Fire Lane - No Parking." In addition to runoff from the roadway, the associated drainage improvements shall convey the runoff from the upland properties east of the Main Street extension. Grading and drainage shall be designed to prevent ponding on these properties. (City's fair share is 18.7% of the cost or \$155,035 equivalent in Traffic Impact Fees.)

- b. **Water Main Extension.** A new 12-inch diameter water main from the end of the existing 12-inch water main in State Route 29 just south of the subject site, north along its frontage to the Weber Street right-of-way, then east within that right-of-way to the Main Street (Central Avenue) right-of-way, then north within that right-of-way and connecting to the existing 6-inch water main in South Napa Junction Road. The final alignment shall be as approved by the City Engineer. (City's fair share is 46.6% of the cost or \$177,300 equivalent in Water Impact Fees.)
- c. **State Route 29 Frontage.** Curb, gutter and sidewalk along the State Route 29 frontage and extending to the north to connect to the existing curb, gutter and sidewalk. The existing roadside drainage ditch shall be replaced with and underground storm drain. The existing pavement shall be widened as necessary to match. Note that a portion of the existing pavement may have to be reconstructed to approximate the cross-slope and avoid creating an unacceptable hinge-point. (City's fair share is 9.09% of the cost or \$16,573 equivalent in Traffic Impact Fees.)

City staff has calculated a fair share reimbursement based on the proportional costs of the conditioned improvements needed for the project and future users and their respective in-lieu fee sources as follows:

Conditioned Improvement	Estimated Improvement Cost	Calculated Fair Share Percentage	Impact Fee Source	Fair Share Reimbursement
Main Street Extension	\$829,100	18.7%	Traffic	\$155,035
Water Main Extension	\$380,405	46.6%	Water	\$177,300
State Route 29 Frontage Improvements	\$182,301	9.09%	Traffic	\$16,573
Total	\$1,391,806			\$348,908

Fair Share reimbursement for infrastructure improvements is permitted under several conditions. Typical examples include:

The developer constructs an “oversized” infrastructure improvement with sufficient capacity to serve their project and future users.

The developer constructs a “citywide” infrastructure improvement that would normally be funded by impact fees (i.e.: an “in-Lieu” contribution).

Using accepted California and local standards, such as oversized infrastructure, the fair share reimbursement amounts to approximately \$348,908. Staff has prepared a reimbursement agreement which will allow the Developer to satisfy the project’s Conditions of Approval No. 64 (a)-(c). The agreement calls for the project to be completed by the Developer and be eligible for their respective fee credits. The agreement is still in a draft form and subject to additional modifications between the Developer's counsel and the City Attorney that are not related to the reimbursement amount.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Economic Development and Vitality: "Attract and expand diverse business and employment opportunities."

FISCAL IMPACT

The fiscal impacts of the Reimbursement are consistent with existing fair share reimbursement policy and consistent with Council priorities without costing more than conservatively estimated revenue projections. The proportional over-sizing of the conditioned improvements can be reimbursed by credits against Traffic Impact Fees (\$171,608) and Water Impact Fees (\$177,300) respectively, which are otherwise payable by the Developer as part of the Design Permit.

ENVIRONMENTAL REVIEW

The Home2Suites Reimbursement Agreement is categorically exempt from California Environmental Quality Act (CEQA) in accordance with Government Code 15321 – Enforcement Actions by Regulatory Agencies (Class 21). Class 21 applies as an exemption because the Reimbursement Request is consistent with existing fair share reimbursement policy and serves as an implementation tool for the Broadway District Specific Plan.

ATTACHMENTS:

- [1. Resolution Napa Valley Hospitality, LLC](#)
- [2. Exhibit A - Draft Napa Valley Hospitality, LLC Reimbursement Agreement](#)

RESOLUTION NO. 2022- XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON, CALIFORNIA AUTHORIZING A REIMBURSEMENT AGREEMENT WITH NAPA VALLEY HOSPITALITY, LLC AT 3701 MAIN STREET, APN 057-072-002 IN THE AMOUNT OF \$348,908 FOR PROPORTIONAL OVER-SIZING OF CONDITIONED IMPROVEMENTS FOR THE PROPOSED HOME2SUITES HOTEL (FILE NO. PL19-0023).

WHEREAS, on January 23, 2020, the Planning Commission adopted Resolution No. 20-02 (PL19-0023) approving a Design Permit to Napa Valley Hospitality, LLC ("Developer") for a new four-story 58,544 square foot 102-room Home2Suites hotel on a 1.98-acre lot at 3701 Main Street (APN 057-072-002) between Palby's Junction and the Fairfield Inn & Suites; and

WHEREAS, the four-story Home2 Suites by Hilton hotel is designed to appeal to extended stay and more traditional transient travelers featuring studio kitchens with refrigerators, microwaves, dishwashers, a breakfast area, laundry service, a fitness facility, and a pool and spa; and

WHEREAS, the project is the first one to be approved following adoption of the Broadway District Specific Plan; and

WHEREAS, the City's development standards and site conditions requires additional utility and street infrastructure improvements to serve the project and is subject to certain Conditions of Approval; and

WHEREAS, the Developer has requested a fair share reimbursement request to reduce the \$1.391 million cost of three required infrastructure improvements required of Conditions of Approval No. 64 (a)-(c): Main Street construction from South Napa Junction Road to Antonina; Water Main Extension and State Route 29 Frontage Improvements; and

WHEREAS, existing policy permits administrative approval of reimbursement requests for improvements that exceed the Project's "Fair Share" which is a technical calculation based on objective measurements; and

WHEREAS, using accepted California and local standards, the City's fair share reimbursement equals \$348,907; and

WHEREAS, staff has prepared a reimbursement agreement which will allow the Developer to satisfy the project's Conditions of Approval No. 64 (a)-(c). The agreement calls for the project to be completed by the Developer and be eligible for their respective fee credits; and

WHEREAS, the proportional over-sizing of the conditioned improvements can be reimbursed by credits against Traffic Impact Fees (\$171,608) and Water Impact Fees (\$177,300) respectively, which are otherwise payable by the Developer as part of the Design Permit; and

NOW THEREFORE BE IT RESOLVED that the American Canyon City Council hereby authorizes a reimbursement agreement with Napa Valley Hospitality, LLC at 3701 Main Street, APN 057-072-002 in the amount of \$348,908 for proportional over-sizing of conditioned improvements for the proposed Home2Suites Hotel (File No. PL19-0023).

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 19th day of April, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Leon Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

RECORDING REQUESTED BY
RECORDED MAIL:

CITY OF AMERICAN CANYON
4381 Broadway, Suite 201
American Canyon, California 94503
Attn: City Clerk

EXEMPT from recording fee pursuant to Government Code Section 27383

HOME2SUITES REIMBURSEMENT AGREEMENT

This HOME2SUITES REIMBURSEMENT AGREEMENT ("Agreement"), is made by and between CITY OF AMERICAN CANYON, a municipal corporation, (hereinafter, "City"), and Home 2 Suites a subsidiary of Hilton Hotels brand, a _____ company (hereinafter, "Developer"), and is effective this ____ day of April, 2022 ("Effective Date")

RECITALS

WHEREAS, Developer owns a 1.98-acre parcel (Napa County Assessor Parcel Number: 059-072-002-000) of vacant land commonly referred to as 3701 Main Street between Palby's Junction and the Fairfield Inn & Suites, as more particularly depicted in Exhibit "A" attached hereto (hereinafter, the "Property");

WHEREAS, on January 23, 2020, the Planning Commission adopted Resolution 2020-02, approving a Design Permit for a new four-story 58,544 square foot 102-room Home2Suites Hotel ("Project") on the Property, subject to certain Conditions of Approval (COA);

WHEREAS, pursuant to the California Environmental Quality Act, the Project is categorically exempt from California Environmental Quality Act (CEQA) in accordance with Government Code 15332 – In-Fill Development Projects (Class 32);

WHEREAS, COA No. 64 (a)-(c), requires Developer to construct certain Public Improvements (Improvements) depicted in Exhibit "B" and COA No. 68 (b) and (c) requires specific Improvements to be dedicated to and/or maintained by Caltrans as "State Improvements," and other improvements to be dedicated to and/or maintained by the City as "City Improvements";

WHEREAS, Developer is requesting a fair share reimbursement allowance depicted in Exhibit "C" for its cost in constructing those Improvements up to an amount that can reasonably be attributed to proportional over-sizing or additional capacity;

HOME2SUITES FUNDING

AGREEMENT

Page 2

WHEREAS, a fair share reimbursement to the Developer is subject to execution and delivery of a mutually satisfactory agreement between City and Developer (hereinafter "Parties"), and the Parties hereby agree that this Agreement shall constitute such satisfactory agreement;

WHEREAS, this Agreement solely addresses Developer's obligations under COA 64 of the Design Permit, and the Parties expressly do not waive Developer's obligations to fulfill any and all other COAs set forth in the Design Permit.

NOW, THEREFORE, for and in consideration of the agreement of Developer to provide fair share reimbursement for the Project, the Parties agree as follows:

1. **Performance of Work.** Developer shall cause all of the Public and Private Improvements required by the Conditions of Approval (COA) 64 contained within Planning Commission Resolution 2020-02 to be constructed in a good and workmanlike manner. All construction work must be performed solely by licensed contractors, and the word "Developer" when used in this Agreement shall be deemed to include all licensed contractors performing such construction on Developer's behalf or account. Pursuant to COA 64, Developer is required to construct the following:

(a) **Main Street Extension.** Main Street as a public street within the existing 50-foot wide right-of-way from the existing street stub just north of Antonina Avenue to South Napa Junction Road. Along the frontage of the site, the curb-to-curb street width shall be 32-feet where parking is provided and 24-feet where the landscape areas bulb out on either side of the driveways. A 6-foot wide sidewalk shall be provided along the frontage contiguous to the back of curb where on-street parking is provided and continuing along that same alignment north and south of the on-street behind the landscape bulb-outs. The landscape bulb outs shall be 7-feet wide including the curb width. North of the project frontage, the curb-to-curb street width shall be 24-feet with no sidewalks on either side. South of the project frontage extending to Antonina Avenue, the curb-to-curb street width shall be 24-feet. On the west side, provide a 6-foot wide sidewalk and landscape strip 7-feet wide including the curb width. Sidewalk is not required on the east side. Associated street improvements shall include curb and gutter along both sides, drainage improvements, streetlights and striping and signage. All 24-foot wide sections shall be signed " Fire Lane - No Parking."

In addition to runoff from the roadway, the associated drainage improvements shall convey the runoff from the upland properties east of the Main Street extension. Grading and drainage shall be designed to prevent ponding on these properties.

HOME2SUITES FUNDING

AGREEMENT

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(City's fair share is 18.7% of the cost or \$155,035 equivalent in Traffic Impact Fees.)

(b) Water Main Extension. A new 12-inch diameter water main from the end of the existing 12-inch water main in State Route 29 just south of the subject site, north along its frontage to the Weber Street right-of-way, then east within that right-of-way to the Main Street (Central Avenue) right-of-way, then north within that right-of-way and connecting to the existing 6-inch water main in South Napa Junction Road. The final alignment shall be as approved by the City Engineer. (City's fair share is 46.6% of the cost or \$177,300 equivalent in Water Impact Fees.)

(c) State Route 29 Frontage. Improvements. Curb, gutter and sidewalk along the State Route 29 frontage and extending to the north to connect to the existing curb, gutter and sidewalk. The existing roadside drainage ditch shall be replaced with an underground storm drain. The existing pavement shall be widened as necessary to match. Note that a portion of the existing pavement may have to be reconstructed to approximate the cross-slope and avoid creating an unacceptable hinge-point. (City's fair share is 9.09% of the cost or \$16,573 equivalent in Traffic Impact Fees.)

The terms and conditions applicable to the Developer Improvements are subject to the COA of the Design Permit. The City shall grant to Developer without cost to Developer all appropriate easements and rights of way for the construction, maintenance and operation of the same until such time as the same are accepted for dedication by the City.

2. **Reimbursement of Developer Funding.** City agrees that the proportional over-sizing of the Developer Improvements funded by Developer under Section 1 above is subject to reimbursement, without interest, by credits against Traffic Impact Fees (\$171,608) and Water Impact Fees (\$177,300) respectively, which are otherwise payable by Developer as part of the Design Permit. If such credits are insufficient to repay the Developer in full, the City shall reimburse the deficiency to Developer, within thirty (30) days after written demand by Developer delivered at any time after issuance of the final building permit for construction of the Development Project (or confirmation by Developer in a manner reasonably satisfactory to the City that no additional improvements to the Development Project will be constructed by Developer or its successors at the Property other than replacements of existing improvements, pursuant to the Design Permit.

3. **Contract Security And Labor And Material Bond.** Prior to commencing any construction work pursuant to this Agreement, Developer shall furnish either the surety bonds described in paragraph 9(a) below or any one of the bond equivalents described in paragraph 9(b) below.

HOME2SUITES FUNDING

AGREEMENT

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(a) The following bonds which shall be prepared on the standard forms provided by City and available from City's Engineer:

(i) A surety bond in the amount of \$ [REDACTED] which is equal to 100% of the estimated cost of the Public Improvements to be granted to the City as security for the faithful performance of all the provisions of this Agreement, including the repair and reconstruction of defective work provisions of this Agreement and as contained in Paragraph 11 hereof, this bond shall remain in effect at a minimum of thirty-five (35) days beyond the date of Notice of Completion, and

(ii) A surety bond or bonds in the amount of \$ [REDACTED] which is equal to 50% of the of the performance bond amount to be granted to City to guarantee payment in full of all persons who perform labor upon or furnish materials to be used in construction of the Public Improvements, this bond shall remain in effect at a minimum of thirty-five (35) days beyond the date of Notice of Completion, and,

(iii) A surety bond in the amount of \$ [REDACTED] which is equal to 10% of the performance bond amount to be granted to the City, as security for the warrantee of all the provisions of this Agreement, including the repair and reconstruction of defective work provisions of this Agreement and as contained in Paragraph 11 hereof, this bond shall remain in effect at a minimum of three hundred and sixty-five (365) days beyond the date of Notice of Completion; and

(iv) A surety bond in a form acceptable to the City in the amount of \$ [REDACTED] to cover enforcement costs in accordance with Section 66499.4 of the Government Code.(b) In lieu of the surety bonds described in Paragraph 9a, Developer may furnish irrevocable letters of credit, cash deposits, savings account(s), or certificate(s) payable to City in form satisfactory to City and equivalent to said surety bonds. All legal expenses incurred by City in reviewing and approving said bond equivalents shall be paid by Developer, subject to any applicable reimbursement obligations of the City pursuant to paragraph 31 below.

(b) Developer agrees to maintain such surety bonds or bond equivalents in full force and effect consistent with the terms of this Agreement, including any extensions of time as may be granted by the City.

4. **Title To Improvements.** Title to, and ownership of, all Public Improvements constructed hereunder by Developer which are to be delivered to City (or Caltrans, as the case may be) shall vest absolutely in City (or Caltrans, as the case may be) upon completion and acceptance of the Improvements by the City (or Caltrans, as the case may be).

5. **Repair Or Reconstruction Of Defective Work.** If, within a period of one (1) year after final acceptance of any work performed under this Agreement, any

HOME2SUITES FUNDING

AGREEMENT

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of the work done under this Agreement fails to fulfill any of the requirements of this Agreement or the specifications referred to herein, Developer shall, without delay and without any cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part of parts of the work. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified or act, City may, at its option, make the necessary repairs or replacements or perform the necessary work, and, unless the work was subject to the reimbursement obligations of the City under this Agreement, Developer shall pay to City the actual cost of such repairs plus fifteen percent (15%).

6. **Developer Not Agent of City.** Notwithstanding any other provision of this Agreement, neither Developer nor any of Developer's agents, contractors and/or subcontractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this Agreement.

7. **Cost Of Engineering And Inspection.** Developer shall be responsible to pay 100% of the costs incurred by City for plan check and inspection services, subject to any reimbursement obligation under this Agreement. Upon execution of this Agreement, Developer shall continue to maintain a minimum Developer Deposit balance of \$5,000 in accordance with City's ordinances, rules and regulations for all inspection, plan review and other services performed by the City's Engineer before and after the execution of this Agreement, and for the City's overhead expenses in connection with the development of the Improvements. Said costs for plan review, inspection, and other services will be the result of actual City staff time plus twenty percent (20%) thereof for City's overhead expenses. Should the City elect to utilize the services of a consultant, Developer shall, in lieu of payment to the City for such services as above, pay the actual cost of the consultant's time, plus fifteen percent (15%) thereof for City's overhead expenses, but only if such costs are not subject to any reimbursement obligation under this Agreement. Should the Developer's initial deposit for the project (DV19-0015) drop below \$5,000, City shall furnish to Developer a written statement of all actual costs and overhead showing the manner in which costs were incurred or expended and an invoice equal to the amount needed to bring the deposit balance to a minimum of \$5,000.

8. **Notice of Breach and Default.** After commencement of construction of the Improvements, if Developer refuses or fails to prosecute the work for which it is responsible, or any part thereof, with such diligence as will insure its completion within the time specified therefor, or any extensions thereof, or fails to complete said work within the required time, subject to extension, or if Developer should be adjudged as bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer or any of Developer's contractors, subcontractors, supplier, agents or employees, should violate any of the provisions

HOME2SUITES FUNDING

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of this Agreement, City's City Manager or City Council may serve written notice upon Developer.

9. **Remedies For Breach and Default.** Upon expiration of the ten (10) day period (or such longer period as may be specified in the Notice of Breach), City is entitled to seek all remedies in law and equity, appropriate under the circumstances of the controversy, and consistent with this Agreement, including, but not limited to, specific performance.

10. **Indemnification of City.** Consistent with Civil Code section 2782.8, Developer agrees to indemnify, hold harmless, and shall defend (with legal counsel selected by the City) the City, its elected and appointed officials, officers, directors, attorneys, agents (including outside consultants), and employees and each of them from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the Developer's failure to timely deliver the Developer Funding. Developer acknowledges that City would not enter into this Agreement without the commitment of Developer to indemnify and protect City as set forth in this section. This indemnity does not apply to liability for damages to the extent arising from the sole negligence, the active negligence, or the willful acts of the City. This paragraph shall survive the termination or completion of this Agreement for the full period of time allowed by law.

11. **Indemnification by City.** City agrees to indemnify, hold harmless, and shall defend (with legal counsel selected by City and reasonably approved by Developer), the Developer, its direct and indirect members, officers, directors, attorneys, agents (including outside consultants), and employees and each of them from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the City's performance of its obligations under this Agreement, including claims from any contractors, subcontractors and materialmen in connection with the Developer Funding; except to the extent arising from Developer's default under this Agreement. Contractors shall not be considered third party beneficiaries of this Agreement. City acknowledges that Developer would not enter into this Agreement without the commitment of City to indemnify and protect Developer as set forth in this section. This indemnity does not apply to liability for damages to the extent arising from the sole negligence, the active negligence, or the willful acts of Developer.

12. **Payment of Reasonable Attorneys' Fees.** In case suit is brought on this Agreement, the non-prevailing party agrees to pay the prevailing party (as determined by a court of competent jurisdiction) all costs and reasonable expenses and fees incurred by prevailing party in successfully enforcing any obligations or rights created by this Agreement including reasonable attorneys' fees and costs, and upon entry of judgment all such costs, expenses, and fees shall be taxed as costs and included in any judgment rendered.

HOME2SUITES FUNDING

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13. **Notices.** All notices herein required shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of: (i) actual receipt, or (ii) five (5) days after a registered or certified mail containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, notice shall be deemed to have been given when delivered to the party to whom it is addressed.

Notices required to be given to City shall be addressed as follows:

City of American Canyon
Attention: City Manager
4381 Broadway, Suite 201
American Canyon, California 94503

And with copies to:

William D. Ross, Esq.
Law Office of William D. Ross
400 Lambert Street
Palo Alto, California 94306

Notices required to be given to Developer shall be addressed as follows:

Noble Hospitality, Inc.
c/o Mark Stumm
215 W. 18th Street, Suite 222
Kansas City, Missouri 64108

HOME2SUITES FUNDING

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And with copies to:

(Company)
c/o (as necessary)
(Address)
(City, State, Zip)
Attention:

14. **Ordinances, Rules, and Regulations.** Developer shall at all times be bound by and abide by all of City's ordinances, rules, and regulations now in effect or hereinafter amended or enacted. This Agreement shall prevail over the terms and conditions of any such ordinances, rules, and regulations if there is any conflict between such ordinances, rules, and regulations and this Agreement.

15. **Binding Form of Agreement.** It is agreed by and between the Parties to this Agreement that the Agreement firmly binds the Parties, their heirs, executors, administrators, successors, or assignees, jointly and severally.

16. **Governing Law and Venue.** This Agreement and the rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by the laws of the State of California. The venue for any legal action in State court filed by a party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. The venue for any legal action in Federal court filed by a party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement within the jurisdiction of the Federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation, or similar legal proceeding under this Agreement shall be in Napa County, California; however, nothing in this Agreement section shall obligate a party to submit to arbitration any dispute arising under this Agreement.

17. **No Waiver.** Any waiver at any time by any party hereto of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other default or matter.

18. **Assignment.** No assignment or transfer of this Agreement or any part hereof by Developer (other than to any entity affiliated with Developer) is permitted without the written consent of City, which shall not be unreasonably withheld, subject to the assignment of rights pursuant to Section 6, which shall be assignable without City's consent to one or more owners of the Phase 2 Development Project.

19. **Severability.** In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, in whole or in part or in any other respect, then such provision or provisions only shall be deemed null and void and shall not affect the validity of this Agreement, and the

**HOME2SUITES FUNDING
AGREEMENT
Page 9**

remaining provisions of this Agreement shall remain operative and in full force and effect and shall in no way be affected, prejudiced, or disturbed thereby.

20. **Entire Agreement**. This Agreement contains the entire agreement between the parties relating to Developer’s obligations under COA 64 of the Design Permit to pay the Developer Funding subject to reimbursement, and all prior or contemporaneous agreements, understandings, representations, or statements, oral or written, are superseded hereby.

21. **Interpretation**. The section headings or captions of this Agreement are for convenience of reference only, and shall not be deemed to define or limit the scope or intent of any of the provisions of this Agreement. No modification or amendment of this Agreement shall be valid unless the same is in writing and signed by City and all persons and entities that are then the Developer of the Property or Developer’s successors and assigns.

22. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

“City”

City of American Canyon

By: _____
Jason B. Holley
City Manager

“Developer”

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Taresa Geilfuss
City Clerk

APPROVED AS TO FORM:

By: _____
William D. Ross
City Attorney

**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY**

**EXHIBIT B
IMPROVEMENT PLANS FOR HOME2SUITES PROJECT**

**HOME2SUITES FUNDING
AGREEMENT
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SV 347929260v7



TITLE

2021 Annual Communications Report

RECOMMENDATION

Receive and file the Annual Communications Report for 2021.

CONTACT

Jen Kansanback, Communications Manager

BACKGROUND & ANALYSIS

The City of American Canyon has an estimated population of 21,837 people with 5,296 total households and an average household size of 4.12 people.

Effective communication and informed participation are critical to the successful delivery of the City of American Canyon's services and programs. The City aims to improve communication processes, toolsets, and tactics to communicate early and often to build trust, dialogue, engagement, understanding, relationships, and support within the community. The Communications Team collaborates with the City's Departments and community partners to ensure communication efforts are streamlined to increase our level of engagement. The Team manages the City's communications toolset, including frequent evaluation of target audiences and messaging content. The foundation of the Team's work is to get the right information to the right people at the right time, with the highest emphasis on safety and essential services.

The 2021 Communications Annual Report provides an overview of the communications activity throughout the year. The Report highlights the "Hot Topics by Month" to provide insight on the initiatives or incidents during the specific timeframes. Additionally, the Report contains analytical data on website visitors, email subscribers, social media profiles, and the media articles published on the City's activities.

In 2022, the Team will continue to participate in regional communication collaborative efforts to include drought response, emergency preparedness, public health, and the upcoming fire season.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

1. [2021 Annual Communications Report](#)



Annual Communications Report

January through December 2021

Overview

Effective communication and informed participation are critical to the successful delivery of the City of American Canyon's services and programs. The City aims to improve communication processes, toolsets, and tactics to communicate early and often to build trust, dialogue, engagement, understanding, relationships, and support within the community.

The Communications Team collaborates with the City's Departments and community partners to ensure communication efforts are streamlined to increase our level of engagement. The Team manages the City's communications toolset, including frequent evaluation of target audiences and messaging content. The foundation of the Team's work is to get the right information to the right people at the right time, with the highest emphasis on safety and essential services.

The following report is an overview of communications activity that occurred from January through December 2021.

Your Communications Team

[Jen Kansanback, Communications Manager](#)

The Communications Manager develops and manages the City's external communications. The manager is responsible for development of communications collateral and distribution through the City's communications tools, including website, social media, and email. The manager is the primary contact for all communications-related work for the City.

[Shelby Corey, Communications Coordinator](#)

The Communications Coordinator assists the Communications Manager in execution of the City's external communications.

[Jon Barilone, Karen Villaseñor, Kalee Cummings, & Kayla Cao Tripepi Smith](#)

The City engaged Tripepi Smith, a marketing and communications consulting firm, to provide on-call crisis communications support and general communications support. In addition to regular business hours, Tripepi Smith is available on evenings and weekends to assist with emergency-related communications (including translation), as necessary.

[Chief Rick Greenberg, American Canyon Police Department & Laura Provencher, American Canyon Fire Protection District](#)
Public Safety Collaborative Partners.

2021 Hot Topics by Month

January	February	March	April	May	June
COVID-19 Mindfulness / Mental Health Resources New Year New You	COVID-19 Heart Your Parks Month We <3 Everyone Diversity Campaign	Lucky Fun Fit Trail	COVID-19 Earth Day	Memorial Day Asian Solidarity Celebration at Shenandoah Park Oscar Ortiz appointed new Napa County Sheriff	Drought Emergency Proclamation ACCPF Summer Celebration COVID-19 restriction changes
July	August	September	October	November	December
Drought Stage 2 Proclamation Fourth of July Watson Ranch Groundbreaking New Police Chief	Drought Clean Energy Program	October event announcements	Fall leaves messaging Active crisis comms Crisis prevention	Holiday season events	Holiday posts Water conservation Storm alerts Traffic advisories

Website

Total Page Visits

2021 – 725,067
2020 – 149,540

A visit is defined as a series of page requests from the same uniquely identified visitor with a time of no more than 30 minutes between each page request.

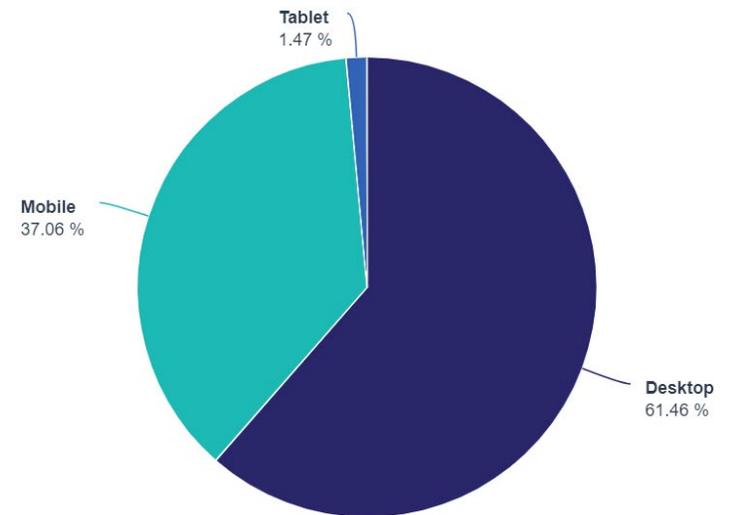
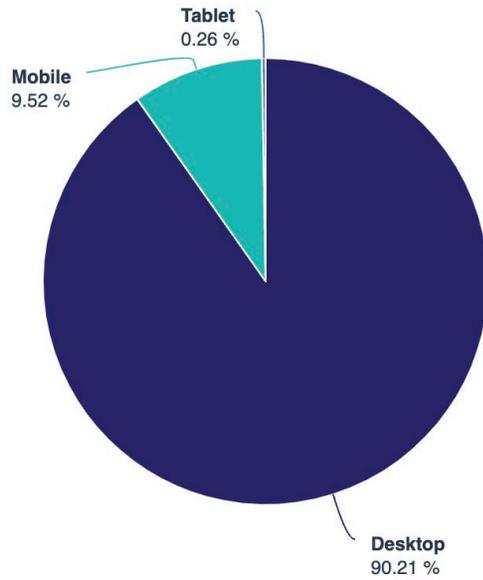
Total Page Views

2021 – 1,010,917
2020 – 414,444

A page view is a count of how many times a page has been viewed on a website or the chosen group within the chosen period of time. All page views are counted no matter how many times a user has visited the website in the chosen period of time.

Viewer Device

2021



Website

Top Ten Viewed Pages

	Title	URL	Page Views	% of total	Visits	% of total
1	Virtual City Hall City of American Canyon, CA	https://www.cityofamericancanyon.org	57,219	5.70%	44,017	6.10%
2	Utility Billing City of American Canyon, CA	https://www.cityofamericancanyon.org/community/residents/service-center/utility-billing	17,753	1.80%	14,591	2.00%
3	City of American Canyon, CA	https://www.cityofamericancanyon.org/?navid=2557	17,270	1.70%	15,438	2.10%
4	Aquatics Offerings City of American Canyon, CA	https://www.cityofamericancanyon.org/government/recreation/aquatics-offerings	14,927	1.50%	11,523	1.60%
5	Recreation City of American Canyon, CA	https://www.cityofamericancanyon.org/government/recreation	14,342	1.40%	11,054	1.50%
6	Job Opportunities City of American Canyon, CA	https://www.cityofamericancanyon.org/government/city-hall/human-resources/job-opportunities	11,766	1.20%	9,431	1.30%
7	City Holidays City of American Canyon, CA	https://www.cityofamericancanyon.org/community/about/city-holidays	11,433	1.10%	10,953	1.50%
8	Fourth of July City of American Canyon, CA	https://www.cityofamericancanyon.org/government/recreation/community-events/fourth-of-july	11,112	1.10%	9,559	1.30%
9	Meetings & Agendas City of American Canyon, CA	https://www.cityofamericancanyon.org/government/city-hall/city-clerk/meetings-agendas	8,761	0.90%	7,592	1.00%
10	Activity Offerings City of American Canyon, CA	https://www.cityofamericancanyon.org/government/recreation/activity-offerings	8,236	0.80%	6,369	0.90%

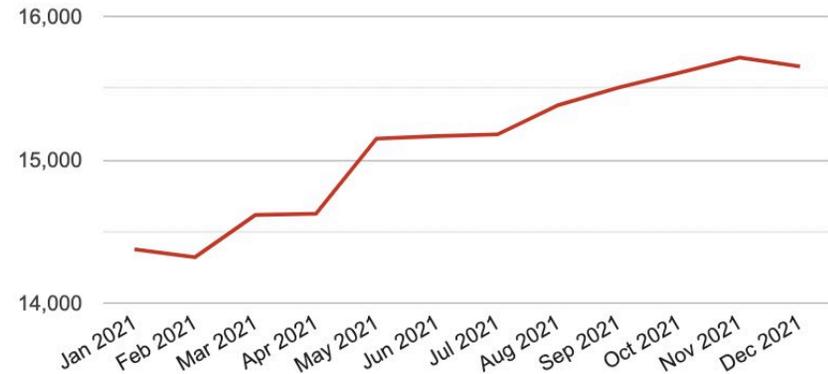
Email Subscribers

Change in Total Subscriptions  **+ 15,996**

Total subscriptions as of 01/2022  **46,616**

Percent growth past 12 months:
52.24%

Total Subscribers



GovDelivery Network

Top Agency Contributors to our Subscribers

Agency	Subscribers to Your Account	Current *
County of Marin	59	✓
City of Walnut Creek	36	✓
City of Roseville	34	✓
Federal Emergency Management Agency (FEMA)	29	
City of Berkeley	27	✓
MTC and ABAG	24	✓
Solano County	20	✓
San Mateo County	20	✓
Alameda County	19	✓
The City of Santa Rosa	18	✓

* current indicates whether your account is still in their network

Email Details

	JAN 2021	FEB 2021	MAR 2021	APR 2021	MAY 2021	JUNE 2021	JULY 2021	AUG 2021	SEPT 2021	OCT 2021	NOV 2021	DEC 2021
Emails Sent	33	23	15	26	27	20	21	26	27	43	23	24
Total Emails Delivered	2,079,343											

Subscriber Snapshot

PUBLICATION SUBJECT	JAN 2021	FEB 2021	MAR 2021	APR 2021	MAY 2021	JUNE 2021	JULY 2021	AUG 2021	SEPT 2021	OCT 2021	NOV 2021	DEC 2021
Around Town Newsletter	1,938	1,937	2,017	2,050	2,097	2,143	2,181	2,267	2,343	2,461	2,509	2,442
City Managers Updates	13,146	13,071	13,062	13,026	13,500	13,437	13,399	13,539	13,559	13,604	13,680	13,572
General Plan Updates	1,464	1,490	1,525	1,549	1,575	1,615	1,646	1,696	1,755	1,853	1,876	1,799
Neighborhood Watch Updates	2,599	2,628	2,674	2,701	2,748	2,796	2,833	2,912	2,981	3,094	3,140	3,070
Park & Rec Newsletter	2,603	2,613	2,649	2,684	2,736	2,802	2,843	2,908	2,963	3,071	3,097	3,027

Email Engagement

64.0% Engagement Rate

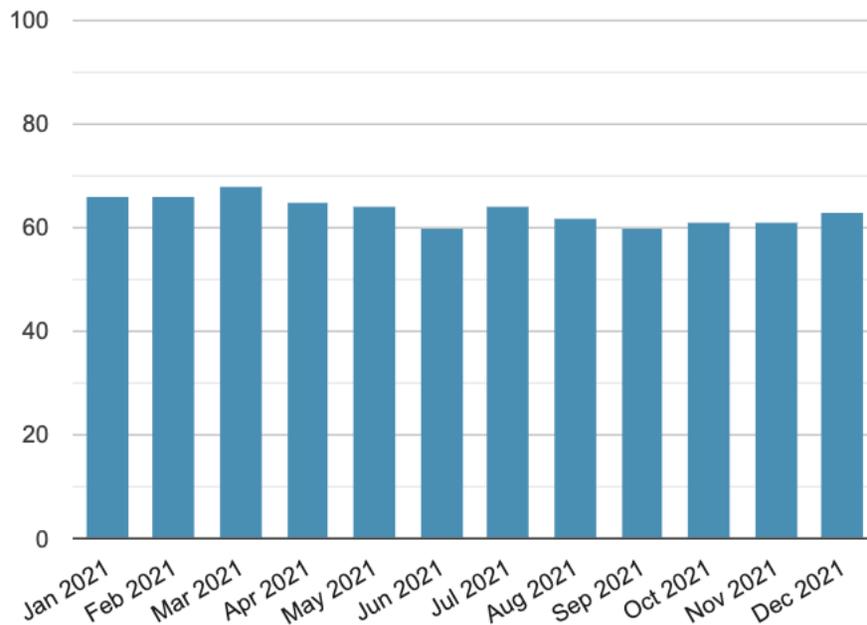
Percentage of recipients who opened or clicked on a link in a bulletin in the 12-month period ending 12/2021

Engagement Rate indicates how well your communications drive participation among subscribers. Each measurement considers bulletins sent over a 90-day time period. If a recipient opened the bulletin or clicked on a link, that recipient is considered Engaged. The Engagement Rate is the percentage of message recipients who are Engaged.

Engagement by Month

MONTH	UNIQUE RECIPIENTS	ENGAGEMENT RATE *
12/2021	14,313	63.50%
11/2021	14,290	61.93%
10/2021	14,203	61.45%
09/2021	14,453	60.78%
08/2021	14,357	62.90%
07/2021	14,216	64.24%
06/2021	14,172	60.31%
05/2021	13,717	64.96%
04/2021	13,747	65.37%
03/2021	13,585	68.75%
02/2021	13,590	66.97%
01/2021	13,601	66.81%

Engagement Rate Percentage



Social Media & Applications

FOLLOWERS/ SUBSCRIBERS	JAN 2021	FEB 2021	MAR 2021	APR 2021	MAY 2021	JUNE 2021	JULY 2021	AUG 2021	SEPT 2021	OCT 2021	NOV 2021	DEC 2021	% CHANGE BY YEAR
Facebook (City)*	4,877	4,872	4,878	4,891	4,906	4,910	4,922	5,163	5,172	5,131	5,137	5,143	5.2%
Instagram (Parks & Rec)	1,148	1,148	1,155	1,164	1,171	1,167	1,184	1,218	1,216	1,214	1,212	1,221	6%
Nextdoor	-	-	6,491	6,603	6,715	6,717	6,780	6,839	6,889	6,974	7,019	7,055	8%
YouTube	228	245	270	273	287	296	307	316	325	332	334	338	32%

*A Facebook page for Recreation was soft launched in late 2021.



Urgent Incident & Emergency Communications

The American Canyon Team, consisting of city and public safety staff, collaborate to ensure timely messaging is provided on any incident that could cause disruptions in our community.

There are two types of messages:

Urgent Incidents = Could cause a significant impact to access on streets or quality of life services that have the potential to result in additional risks to public safety. Not life-threatening.

These messages consist of the basic information known at the time and are posted on the city, Fire Protection District, Police Department Facebook pages, and shared on Nextdoor to enhance the spread of the messaging.

A Nixle message may also be sent primarily through the Napa County Sheriff's Office. The decision to send a Nixle is at the discretion of the incident commander. Typically, a Nixle is issued when an incident will cause a significant impact to access on streets, or quality of life services that could result in additional risks to residents' safety.

Emergency Incidents = Requires immediate action (or knowledge) by residents to maintain public safety and reduce loss of life.

As part of the Napa County Operational Area, emergency incident notification in American Canyon is a collaboration between the City of American Canyon, American Canyon Fire Protection District, American Canyon Police Department (ACPD), Napa County Sheriff's Office (NCSO), and the Napa County Office of Emergency Services (OES). Personnel within these teams work collaboratively year-round with the goal of keeping all residents informed during situations that pose risk to the community.

Critical emergency incidents requiring immediate life-saving actions to be taken by our residents will warrant WEA (Reverse 911) initiated by County OES and/or Hi-Lo Siren Alerts initiated by ACPD/NCSO.



Napa County Evacuation Zones

Napa County and its incorporated municipalities have partnered with Zonehaven to establish standardized evacuation zones for the entire county. In the past, evacuation zones were different for each incident, now zones will remain mostly the same. Learn your zone for home and work and be ready to go when an evacuation order or warning for your zone is issued. Do you know your Zone? Look up your evacuation zone at MyZone.Zonehaven.com

Urgent Incident & Emergency Communications

Facebook – 16,443 Total Followers

<https://www.facebook.com/AmCanFire>

<https://www.facebook.com/American.Canyon.Police.Department>

<https://www.facebook.com/CityofAmericanCanyon>

Nextdoor – 7,055 Members

<https://nextdoor.com/agency-detail/ca/american-canyon/city-of-american-canyon/>



Get the Everbridge App!



Nixle

Nixle is an incredibly important tool for **emergency notifications**; in times of **crisis**, quickly distributing urgent messages can literally save residents' lives. Residents can sign up by texting their zip code to 888-777 or downloading the Everbridge app to receive mobile app notifications for Nixle alerts and advisories. Instructions on how to keep accounts up to date and ensure receipt of important emergency communications are available at Nixle.com.

FOLLOWERS/ SUBSCRIBERS	JAN 2021	FEB 2021	MAR 2021	APR 2021	MAY 2021	JUNE 2021	JULY 2021	AUG 2021	SEPT 2021	OCT 2021	NOV 2021	DEC 2021	% CHANGE BY YEAR
Nixle 94503	17,989	17,999	18,017	18,042	18,059	18,083	18,107	18,141	18,160	18,395	18,414	18,428	2.4%

In the News...

December 16, 2021, *Napa Valley Register*
[Overnight flooding reported on south Napa County roads](#)

December 14, 2021, *Vallejo Times-Herald*
[American Canyon High wrestler Toby Bunch is athlete of the week](#)

December 14, 2021, *Napa Valley Register*
[American Canyon wants "town center" cement plant ruins to be historic and safe](#)

December 13, 2021, *Vallejo Times-Herald*
[American Canyon High boys and girls wrestling program has five champions in tournament](#)

December 13, 2021, *Vallejo Times-Herald*
[American Canyon High boys basketball team wins finale in Mark Madsen Invitation](#)

December 13, 2021, *Napa Valley Register*
[12 Days of Giving: American Canyon Parks Foundation gets things done, big and small](#)

December 12, 2021, *Napa Valley Register*
[Police: Two arrested after man robbed in American Canyon](#)

December 12, 2021, *Napa Valley Register*
[American Canyon firefighters join car club in Christmas toy drive](#)

December 11, 2021, *Napa Valley Register*
[Napa County wants to shift some of housing mandate to cities](#)

December 10, 2021, *Times-Herald Online*
[American Canyon girls soccer team edges out Fairfield](#)

December 9, 2021, *Napa Valley Register*
[Police: Two drive stolen car to American Canyon Walmart, then steal from store](#)

December 9, 2021, *Napa Valley Register*
[Napa Valley Prep Basketball: American Canyon girls off to 7-2 start](#)

December 7, 2021, *Vallejo Times-Herald*
[American Canyon High boys basketball team blows out Armijo](#)

December 6, 2021, *Vallejo Times-Herald*
[American Canyon High girls basketball team beats Santa Rosa to claim Winter Wolf Classic](#)

December 5, 2021, *Kilgore News Herald*
[American Canyon embraces Christmas cheer with Magic of the Season festival](#)

December 5, 2021, *Napa Valley Register*
[American Canyon Middle School Honor Roll, First Trimester 2021-2022](#)

December 5, 2021, *Napa Valley Register*
[Photos: American Canyon's Magic of the Season festival celebrates Christmas spirit](#)

December 4, 2021, *Vallejo Times-Herald*
[American Canyon High girls basketball team beats Vacaville](#)

December 3, 2021, *Vallejo Times-Herald*
[American Canyon High girls basketball team beats Vallejo in Winter Wolf Classic](#)

December 2, 2021, *Napa Valley Register*
[Update: PG&E stops gas line rupture in American Canyon, sheltering order ends](#)

December 2, 2021, *Napa Valley Register*
[Update: PG&E stops gas leak in American Canyon after construction crew hits pipe](#)

December 2, 2021, *Napa Valley Register*
[Gas line rupture reported in American Canyon; traffic disruptions expected](#)

December 1, 2021, *City of American Canyon Media Release*
[Suspicious Circumstance Leads to Pursuit and Arrest](#)

December 1, 2021, *Napa Valley Register*
[Police chase begins at American Canyon gas station, ends with arrest at Fairfield mall](#)

November 30, 2021, *Vallejo Times-Herald*
[American Canyon High guard Trinity Billingsley is athlete of the week](#)

November 28, 2021, *Vallejo Times-Herald*
[American Canyon High girls basketball team beats Foothill](#)

November 26, 2021, *Napa Valley Register*
[American Canyon police pursuit of stolen vehicle ends with arrest in Vallejo](#)

November 23, 2021, *City of American Canyon Media Release*
[American Canyon's Magic of the Season Event Scheduled for December 4, 2021](#)

November 23, 2021, *City of American Canyon Media Release*
[Interrupted Catalytic Converter Theft](#)

November 12, 2021, *City of American Canyon Media Release*
[City of American Canyon Receives the Distinguished Budget Presentation Award from the Government Finance Officers Association \(GFOA\)](#)

November 11, 2021, *Napa Valley Register*
[Napa County residents again gather on Veterans Day to thank those who served](#)

November 10, 2021, *Napa Valley Register*
[Students of the month for visual and performing arts](#)

November 6, 2021, *Napa Valley Register*
[Napa Valley Prep Football: American Canyon blanks Petaluma in fourth to seal 35-28 win](#)

November 5, 2021, *City of American Canyon Media Release*
[Traffic Stop Leads to Arrest](#)

November 3, 2021, *California Patch*
[American Canyon Veterans Day Ceremony](#)

November 2, 2021, *Napa Valley Register*
[Police: Ammunition found in vehicle of theft suspects at American Canyon Walmart](#)

November 2, 2021, *City of American Canyon Media Release*
[Theft at Wal-Mart Leads to High Capacity Magazine and Ammo Arrest](#)

November 2, 2021, *Napa Valley Register*
[American Canyon's Reindeer Run returns Dec. 4](#)

October 29, 2021, *City of American Canyon Media Release*
[Notice of Application Period to Fill Vacancies for American Canyon Representation on Board & Committees](#)

October 27, 2021, *City of American Canyon Media Release*
[Vehicle pursuit following a burglary](#)

October 27, 2021, *KRON 4 News*
[American Canyon police arrest man threatening Walmart employee with axe](#)

October 27, 2021, *City of American Canyon Media Release*
[Threats with an Axe During Theft at Walmart](#)

October 23, 2021, *Napa Valley Register*
[Napa Valley Prep Football: American Canyon back on top after 48-30 win over Casa Grande](#)

October 22, 2021, *Napa Valley Register*
[2020-21 Napa County Girls Basketball Player of the Year: Fontilla brings team up with her this time](#)

October 22, 2021, *Napa Valley Register*
[Napa Valley Prep Volleyball: AmCan JV finishes 12-0 in VVAL](#)

October 21, 2021, *Napa Valley Register*
[American Canyon discusses city council term limits](#)

October 15, 2021, *Vallejo Times-Herald*
[American Canyon High girls volleyball team falls to first place Justin-Siena](#)

October 14, 2021, *Napa Valley Register*
[People can opine on proposed American Canyon/Highway 29 roundabouts](#)

October 13, 2021, *ABC News*
[WWE star surprises 9-year-old cancer survivor from American Canyon](#)

October 13, 2021, *Napa Valley Register*
[American Canyon launches quest for regional eco-center](#)

October 13, 2021, *Napa Valley Register*
[The money comes for American Canyon-to-Vallejo Vine Trail fund gap](#)

October 13, 2021, *Napa Valley Register*
[Napa Valley Sports Report: Wolves win bracket at volleyball tourney](#)

October 13, 2021, *Times Herald Online*
[American Canyon High girls tennis team beats Petaluma](#)

October 12, 2021, *City of American Canyon Media Release*
[Early Morning Arrest](#)

October 12, 2021, *Napa Valley Register*
[Man arrested on gun, identity theft allegations after American Canyon traffic stop](#)

October 12, 2021, *MCU Times*
[Crews respond to American Canyon grass fire](#)

October 11, 2021, *Vallejo Times-Herald*
[American Canyon girls volleyball takes first bracket at Stockton tournament](#)

October 8, 2021, *Vallejo Times-Herald*
[American Canyon High girls tennis team beats Sonoma Valley](#)

October 7, 2021, *Napa Valley Register*
[PG&E moving ahead with American Canyon regional service center](#)

October 6, 2021, *Vallejo Times-Herald*
[American Canyon High girls volleyball team sweeps Napa](#)

October 4, 2021, *Napa Valley Register*
[Longtime local Fil-Am club gets shot in the arm](#)

October 2, 2021, *Vallejo Times-Herald*
[American Canyon High football team wins shootout with Napa](#)

October 1, 2021, *Vallejo Times-Herald*
[The American Canyon High girls tennis team beats Casa Grande](#)

September 28, 2021, *Napa Valley Register*
[Napa Valley Prep Cross Country Outlook: Runners back on hill and vying for state](#)

September 27, 2021, *Napa Valley Register*
[Napa Valley Prep Volleyball: American Canyon hosts tournament, wins bracket](#)

September 24, 2021, *Napa Valley Register*
[Seasonal Celebrations, halted by COVID-19 in 2020, set to return to Napa Valley](#)

September 21, 2021, *FLAGG*
[Inside Napa Valley Summer/Fall 2021](#)

September 15, 2021, *Vallejo Times-Herald*
[American Canyon High junior varsity volleyball team beats Sonoma Valley](#)

September 15, 2021, *Vallejo Times-Herald*
[American Canyon High girls volleyball team swept by Sonoma Valley](#)

September 15, 2021, *Napa Valley Register*
[Voters may wait until 2024 to tweak Measure T](#)

September 14, 2021, *Vallejo Times-Herald*
[American Canyon High Football Player Kapono Liu is Athlete of the Week](#)

September 9, 2021, *Vallejo Times-Herald*
[Vallejo paying tribute to 9/11 on Saturday](#)

September 8, 2021, *Napa Valley Register*
[American Canyon rebuffs Napa County concerns over Oat Hill housing](#)

September 8, 2021, *Napa Valley Register*
[Napa Valley ceremonies Saturday will mark 20th anniversary of 9/11 attacks](#)

September 8, 2021, *City of American Canyon Media Release*
[American Canyon Launches Two Online Tools to Help Residents Provide Input to the City](#)

September 6, 2021, *Napa Valley Register*
[Napa Redistricting efforts will soon move forward](#)

September 1, 2021, *Western City*
[How the public and private sectors are creating more energy-efficient cities](#)

August 31, 2021, *Napa Valley Register*
[Napa County want to remain whole amid state, Congressional districts](#)

August 24, 2021, *Napa Valley Register*
[American Canyon Football Preview: New stars emerging for young Wolves](#)

August 22, 2021, *Napa Valley Register*
[Airport commission, American Canyon at odds over Oat Hill condos](#)

August 22, 2021, *Napa Valley Register*
[Napa public schools enter new year with lower enrollment](#)

August 21, 2021, *Napa Valley Register*
[2020-21 Napa County Boys Soccer Superlatives](#)

August 21, 2021, *Napa Valley Register*
[American Canyon decides food truck won't blight Highway 29](#)

August 20, 2021, *Napa Valley Register*
[Napa County jobless rate dips in July](#)

August 20, 2021, *Napa Valley Register*
[Biz buzz: American Canyon Walmart remodel complete](#)

August 20, 2021, *Napa Valley Register*
[Napa Valley Notes and Quotes: Area players on All YSN Basketball teams](#)

August 17, 2021, *Napa Valley Register*
[Fire breaks out in American Canyon mobile home; no injuries reported](#)

August 17, 2021, *Napa Valley Register*
[Napa County woman, sons, turned love of sewing into growing upholstery business](#)

August 17, 2021, *The Guardian*
[This town is the first in America to ban new gas stations – is the tide turning?](#)

August 14, 2021, *Napa Valley Register*
[Napa County recycled water used at record levels amid drought](#)

August 12, 2021, *Napa Valley Register*
[Census shows slow Napa County growth rate](#)

August 10, 2021, *Patch.com*
[American Canyon Opts Into 100% Renewable Energy For Facilities](#)

August 6, 2021, *Napa Valley Register*
[Coca-Cola says it will close American Canyon plant](#)

August 5, 2021, *Napa Valley Register*
[Napa County requires mask wearing in indoor public spaces starting Friday, as COVID-19 cases mount](#)

August 3, 2021, *Napa Valley Register*
[American Canyon plots the future look of Highway 29](#)

July 27, 2021, *Kron 4*
[American Canyon Mandates Water Conservation](#)

July 26, 2021, *Napa Valley Register*
[New archery range opens bow-and-arrow skills, and 4-H awareness, to American Canyon youth](#)

July 25, 2021, *Napa Valley Register*
[American Canyon calls for 20% water use cut](#)

July 16, 2021, *San Francisco Chronicle*
[The Bay Area highway most exposed to sea level rise](#)

July 12, 2021, *City of American Canyon Media Release*
[American Canyon Welcomes New City Clerk Taresa Geilfuss](#)

July 7, 2021, *Napa Valley Register*
[Watson Ranch groundbreaking means big, new American Canyon community](#)

June 28, 2021, *Winebusiness.com*
[Warehouses and new road envisioned for Hess vineyards near American Canyon](#)

June 27, 2021, *Napa Valley Register*
[Post pandemic Pride party in American Canyon a success on Sunday](#)

June 27, 2021, *Daily Republic*
[NorthBay breaks ground on urgent care clinic in American Canyon](#)

June 23, 2021, *Napa Valley Register*
[Capt. Rick Greenburg to serve as interim chief of police in American Canyon](#)

June 20, 2021, *Napa Valley Register*
[American Canyon wants Highway 29 traffic off city streets](#)

June 18, 2021, *KTVU 2*
[American Canyon's free Storywalk event helps families as they emerge from the pandemic](#)

June 17, 2021, *National Recreation and Park Association*
[How Parks and Recreation Safely Brought Back Aquatics Programming](#)

June 15, 2021, *Napa Valley Register*
[The 'real work' begins: American Canyon High School seniors graduate](#)

June 14, 2021, *Napa Valley Register*
[American Canyon planning street fairs to restart community life](#)

June 9, 2021, *League of California Cities*
[Aquatic Center in American Canyon wins award for COVID-19 response](#)

June 9, 2021, *Napa Valley Register*
[American Canyon asking customers to curb water use](#)

June 7, 2021, *Napa Valley Register*
[American Canyon Park Foundation helps ease back-to-normalcy for families](#)

June 4, 2021, *PRWeb.com*
[The New York Conservatory for Dramatic Arts Awards Third Annual "Your Start in Arts" High School Drama Grant](#)

June 2, 2021, *City of American Canyon Media Release*
[City of American Canyon City Council Declares Drought
Emergency Stage 1, Calling for Voluntary Conservation](#)

June 2, 2021, *Napa Valley Register*
[Napa Valley LGBTQ Pride Month](#)

May 28, 2021, *Napa Valley Register*
[American Canyon approves affordable housing project](#)

May 25, 2021, *Napa Valley Register*
[Napa County Library announces Summer Library
Adventure for all ages](#)

May 23, 2021, *Napa Valley Register*
[Photos: Faces and Places, May 23](#)

May 23, 2021, *Napa Valley Register*
[Vehicle burglaries reported in American Canyon
neighborhood](#)

May 20, 2021, *Napa Valley Register*
[Update: Firefighters subdue blaze at Bronco Wine
Storage center in south Napa](#)

May 18, 2021, *Napa Valley Register*
[Napa supervisors accept Sheriff Robertson's resignation,
tentatively appoint Ortiz sheriff](#)

May 9, 2021, *Napa Valley Register*
[Napa's LGBTQ Connection expands into American
Canyon](#)

May 7, 2021, *Napa Valley Register*
[American Canyon feels water pinch in the face of
drought](#)

March 28, 2021, *Napa Valley Register*
[Napa County's new 25-year draft transportation plan
unveiled](#)

March 20, 2021, *Napa Valley Register*
[American Canyon grants hazard pay to grocery store
workers](#)

March 10, 2021, *Napa Valley Register*
[Erica Ahmann Smithies to serve as American Canyon's
new public works director](#)

March 9, 2021, *Napa Valley Register*
[American Canyon temporarily puts brakes on new gas
stations](#)

March 2, 2021, *Napa Valley Register*
[Appointments available for COVID-19 vaccine clinics in
American Canyon](#)

March 2, 2021, *Napa Valley Register*
[American Canyon approves another wine warehouse,
with bike trail extension to Napa](#)

February 25, 2021, *Napa Valley Register*
[American Canyon expecting building boom this year](#)

February 22, 2021, *Napa Valley Register*
[American Canyon Man heralded as a hero for saving a
child](#)

February 18, 2021, *Patch.com*
[Questions Sought For American Canyon State of the
City](#)

February 16, 2021, *Times-Herald*
[Photo: Parks Get Hearts in American Canyon](#)

February 15, 2021, *Napa Valley Register*
[American Canyon explores proposed homes on landmark hill](#)

February 10, 2021, *Municipal Magazine*
[How American Canyon Fast-tracked Safe Solutions in Response to the Pandemic](#)

February 8, 2021, *Napa Valley Register*
[American Canyon considers temporary moratorium on new gas stations](#)

February 4, 2021, *KSRO Sonoma County's FM News Talk*
[American Canyon Fire Protection District Unveils Plans to Buy A Second Station](#)

February 3, 2021, *Napa Valley Register*
[American Canyon will buy a site for a second fire station](#)

February 1, 2021, *Napa Valley Register*
[American Canyon Community & Parks Foundation Kicks Off Heart Your Parks month](#)

January 30, 2021, *Napa Valley Register*
[American Canyon approves indoor cannabis cultivation](#)

January 23, 2021, *Napa Valley Register*
[American Canyon cement plant ruins poised for town center transformation](#)

January 7, 2021 *Napa Valley Register*
[American Canyon Recognized for Pandemic Response](#)

January 2, 2021, *Napa Valley Register*
[COVID-Related fallout and a tragic homicide top American Canyon's 2020 news year](#)



TITLE

AB 481 Military Equipment Ordinance - First Reading

RECOMMENDATION

Introduce first reading of an Ordinance establishing a Military Equipment Use Policy for the American Canyon Police Department.

CONTACT

Rick Greenberg, Police Chief

BACKGROUND & ANALYSIS

Assembly Bill Number 481 (AB 481), codified at Government Code sections 7070 through 7075, requires the American Canyon Police Department (ACPD) to obtain approval from City Council of its military equipment use policy by ordinance by April 30, 2022, in order to continue the use of this previously acquired equipment, effective May 1, 2022.

The term "military equipment", as used in AB 481, does not necessarily indicate equipment used by the military. Items deemed to be "military equipment" include, but are not limited to, unmanned aerial or ground vehicles, armored vehicles, command and control vehicles, pepper balls, less lethal shotguns, less lethal 40mm projectile launchers, long range acoustic devices, and flashbangs. The list of items considered "military equipment" by AB 481 are employed by many law enforcement agencies across the country as best practices to enhance citizen and officer safety.

Provided as an attachment is the inventory list of military equipment that the Napa County Sheriff maintains. Also attached is the American Canyon Police Department and Napa Sheriff's Military Equipment Use Policy. The use of the military equipment identified on the inventory list is vital to ACPD's mission and will continue to be strictly regulated through internal processes and oversight.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

The cost of the current equipment is included in the existing contract with the Napa County Sheriff's

Office.

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

1. Ordinance - AB481 Military Equipment Use
2. Exhibit A - Napa County Sherriff's Policy 706 - Military Equipment
3. AB481 Equipment list

ORDINANCE NO. 2022-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON, STATE OF CALIFORNIA, ADOPTING A MILITARY EQUIPMENT USE POLICY PURSUANT TO AB 481

WHEREAS, Governor Gavin Newsom signed AB 481 into law on September 30, 2021; and

WHEREAS, the legislative intent behind AB 481 is to increase the public transparency by which California law enforcement agencies fund, acquire, and/or use military equipment as defined under AB 481; and

WHEREAS, AB 481 requires California law enforcement agencies, such as the Sheriff's Department, to obtain approval from their governing body of a military equipment use policy prior to taking certain actions relating to the funding, acquisition, and/or use of military equipment; and

WHEREAS as used in AB 481, the term "military equipment" does not necessarily indicate equipment used by the military, and includes items such as unmanned aerial or ground vehicles, armored vehicles, command and control vehicles, pepper balls, less lethal shotguns, long range acoustic devices, and flashbangs. The items defined by AB 481 as "military equipment" are employed by many law enforcement agencies across the country as best practices to enhance citizen and officer safety.

WHEREAS, AB 481 requires that the governing body make certain findings with respect to the military equipment use policy prior to its approval as set forth in Government Code Section 7071(d)(1); and

WHEREAS, AB 481 requires California law enforcement agencies that receive approval for a military equipment use policy to submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter so long as the military equipment is available for use; and

WHEREAS, AB 481 requires the applicable governing body of the California law enforcement agency to annually review the military equipment use policy to either disapprove a renewal of the authorization of a type of military equipment or amend the military equipment use policy; and

WHEREAS, in order to comply with AB 481, the Sheriff's Department has submitted its Military Equipment Use Policy No.706 for the City Council's review and adoption, along with the Military Equipment Report.

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

SECTION 1. The City Council finds that the considerations and requirements in Government Code Section 7071(d)(1) have been met. Specifically, the City Council makes the following findings:

- A. The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;
- B. The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties;
- C. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and,
- D. There was no prior policy on use of military equipment and therefore no findings can be made with respect to compliance of prior use with prior policies.

SECTION 2. Napa County Sheriff Department Policy No.706, entitled "Military Equipment," and attached hereto as Exhibit A, is hereby adopted and approved.

SECTION 3. This Ordinance shall take effect thirty (30) days after its passage.

SECTION 4. The City Council of the City of American Canyon finds that adoption of this ordinance is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

SECTION 5. A summary of this Ordinance shall be published at least once five days before final adoption and at least once before the expiration of 15 days after its passage in a newspaper of general circulation published in the County of Napa, together with the names of members voting for and against the same.

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 19th day of April, 2022 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

AYES:
NOES:
ABSTAIN:
ABSENT:

Leon Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072). While the Legislatures defines our equipment as military equipment, this Office defines this equipment as law enforcement equipment.

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Office.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Military Equipment

706.2 POLICY

It is the policy of the Napa County Sheriff's Office that members of this office comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

The Sheriff should designate a member of this office to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying office equipment that qualifies as military equipment in the current possession of the Office, or the equipment the Office intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Napa County Sheriff's Office (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the office's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Sheriff and ensuring that the report is made available on the office website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Office will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Office:

[Insert attachment here]

706.5 APPROVAL

The Sheriff or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Sheriff or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the office website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

Military Equipment

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this office.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

706.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any member of this jurisdiction shall be approved for use and in accordance with this Office's policy. Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective military equipment use policies in rendering mutual aid.

706.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Sheriff or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Sheriff or the authorized designee should also make each annual military equipment report publicly available on the office website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in office inventory.

706.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Office shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Office should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.



Commitment to
Community

NAPA COUNTY OFFICE OF SHERIFF-CORONER

1535 AIRPORT BOULEVARD
NAPA, CALIFORNIA 94558-6292
(707) 253-4501

OSCAR ORTIZ
Sheriff - Coroner

Napa County Sheriff

AB 481 Equipment Report

April 2022



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Considerations:

The AB481-reportable equipment inventory sheets contained within this document were compiled near year-end 2021 and new-year 2022.

With respect to costs, funding, annual upkeep expenses and estimated effective lifespan, every effort has been made to be as accurate as possible while at the same time acknowledging that many factors directly affecting those aforementioned values are unpredictable.

Costs associated with the following items represent the best estimates at the time this document was prepared. Many of these items are not purchased from manufacturers, but from dealers, who adjust costs in accordance with market factors beyond the predictive abilities or control of Napa SO.

Due to the unpredictable nature of the law enforcement profession, many of the item estimated upkeep costs and effective lifespans are best estimates and may vary greatly on a year-to-year basis, due to the availability of training, type of operational incidents or other factors.

“Annual Allocation” refers to the quantity needed “on hand” over the course of a calendar year to meet all reasonably-anticipated operational and training needs. Some items may be carried over in inventory year to year depending on operational/training tempo.

With respect to terminology, “expendable equipment” items are items that typically have a one-time use and then cannot be used again, such as chemical agents or smoke grenades.

In an effort to be as efficient as possible, many items, both “expendable” and otherwise have operational applications across a diverse set of the Sheriff’s Office missions. For example, “40mm launcher (single and multi-shot capability)” is an item that is utilized by Patrol, SWAT, Mobile Field Force and other auxiliary assignments. The cost and unit allocation estimates that state “across all divisions” represents the best estimation of the requirements for those items to fill all needs for the Sheriff’s Office.

Additionally, there are costs for non-AB481 equipment that are intrinsically tied to the costs for the following items. For example, slings, carrying cases, magazines, sighting systems, flashlights, cleaning supplies, batteries and other non-AB481 reportable items are not included in the cost estimations, unit allocation or upkeep portions of this report.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

It should also be noted that the legislature has designated these items as “military equipment”. While the military may use some of the same equipment, the Sheriff’s Office (SO) deems all of this equipment as law enforcement equipment. Much the same as the military using handcuffs, there are items in common. The manner and reason they are used is significantly different.

For many years, this office has also displayed and offered education about our equipment and why we use it. The vast majority of equipment on this list was approved for funding through the County of Napa. From our Citizen’s Academy to National Night Out, we have always been open for discussion and education.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

12-Gauge Muzzle Bang/Launching Cartridge (1370 Launching Cup)

Description:

The 12-Gauge Muzzle Bang / Launching Cartridge incorporates an opaque shell and utilizes black powder as the propellant. It has the ability to be used alone as a Muzzle Bang for crowd management during riotous behavior as well as tactical deployment situations against or for propelling grenades (Chemical Agent/Smoke) when using the 1370 Launching Cup.

Purpose & Use:

The 12-Gauge Muzzle Bang / Launching Cartridge used alone produces 170 dB of sound output. It is designed to be aimed at the floor or wall at a 45° angle. This round should not be direct fired at personnel. It is used as a crowd management tool in crowd control situations as a means of warning, intimidation or diversion. It may be deployed in the air over crowds or to the side for dissuading movement in a given direction. It may also be deployed to the far side of buildings to divert the attention away from an approach or entry. We have this equipment for a worst case scenario when lives or property is threatened by hostile intentions.

Launching Cartridge application: The 12-Gauge Muzzle Bang / Launching Cartridge used in conjunction with the 1370 Launching Cup provides the operator with the ability of projecting the Pocket Tactical family of hand delivered grenades. The use of the Launching Cup will project the grenades further than can be hand delivered. This increases the distance between law enforcement and crowds, reducing the chance for injuries to both parties.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$7/ea. Annual estimated training and operational allocation of approximately 300 units.

Training Requirements:

Deputies must successfully complete department-approved training to be authorized to use the 12-Gauge Muzzle Bang / Launching Cartridge.

Compliance Protocols:

Use of the 12-Gauge Muzzle Bang / Launching Cartridge shall conform to all relevant SO policies, including but not limited to SO Policy 302.9, 404, 407 and 431.

Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:

SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

40 mm launcher (single and multi-shot capability)

Description:

The 40 mm less lethal launcher is device that has the ability to shoot multiple types of 40 mm projectiles.

Purpose & Use:

A 40 mm launcher is used to deploy less lethal munitions and chemical agents for a variety of missions. Specifically, this launcher has been used effectively to stop aggression from lethal force, open windows for viewing, and de-escalate situations.

Cost & Quantity Allocation:

This piece of equipment has no unique or temporary funding source. Unit cost of \$800. Annual estimated training and operational allocation of approximately 30 units across all divisions. Estimated effective lifespan 10+ years.

SWAT procedural rules that govern use:

The 40 mm launcher shall be used by SWAT team members under the direction of the SWAT team Commander.

Training Requirements:

Must complete annual SWAT firearms qualification and regularly required refresher training.

Compliance Protocols:

Use of the 40 mm launcher shall conform to all relevant SO policies, including but not limited to SO Policy 300,302,303,305,404, as well as all local, state and federal use of force laws.

Public complaint procedures:

SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

40MM Muzzle Blast Round

Description:

The 40mm Muzzle Blast Rounds incorporate an aluminum shell and utilize smokeless powder as the propellant. The 40mm Muzzle Blast Rounds are designed to deliver chemical agents in the immediate area (30 feet) of the grenadier. The 40mm Muzzle Blast Round is available in OC (Oleoresin Capsicum) or CS (Chlorobenzylidenemalononitrile). 40mm Muzzle Blast is deployed from a 40mm launcher.

Purpose & Use:

The 40mm Muzzle Blast Rounds are normally used as a crowd management solution for the immediate and close deployment of chemical agent in crowd control management during riotous behavior. However, it has proven successful during tactical operations. As a pain compliance round for riot management, the 40mm Muzzle Blast Rounds are a device for deploying chemical laden powder at close ranges for indoor or outdoor operations. The 40mm Muzzle Blast provides instantaneous emission of chemical agent directly at or on riotous, non-compliant subjects close to the police line or within confined spaces. As a tactical round, the Muzzle Blast Rounds have been used in operations such as barricaded subjects, room clearing, space denial, and a means of contaminating crawl spaces and attics. The purpose of the Muzzle Blast Round is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$28.00. Annual estimated training and operational allocation of approximately 10 units.

Training Requirements:

Deputies must successfully complete department-approved training to be authorized to use the 40mm Muzzle Blast Rounds.

Compliance Protocols:

Use of the 40mm Muzzle Blast Rounds shall conform to all relevant NSO policies, including but not limited to NSO Policy 404, 407 and 431. Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

NONEL (NONELECTIC DELAY DETONATOR) –Various lengths of orange shock tube

Description:

NONEL nonelectric delay detonator consist of a length of orange shock tube with a High Strength detonator attached to one end. They are available in various lengths.

Purpose & Use:

Nonel is an energetic material component in explosive breaching charge construction. Explosive breaching is surgical and often offers a safer method of opening doors. Specifically, some doors are unable to be opened by mechanical breaching in a timely manner putting a greater risk to loss of life.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$10/ea. Annual estimated training and operational allocation of approximately 700 units across all divisions.

SWAT procedural rules that govern use:

Nonel shall be handled only by Explosive Breaching trained deputies or under their direct supervision and direction while constructing explosive breaching charges. Grain weights, measurement lengths and all calculations shall be verified by a trained Explosive Breacher. All Nonel shall be stored in compliance with ATF regulations and handled in accordance with best practices as established by Explosive Breaching training standards.

Training Requirements:

Deputies must successfully complete FETT Basic/Intermediate or higher-level Explosive Breacher Course. Must complete required FETT Explosive Breacher re-certification courses at regularly required intervals.

Must maintain compliance with local, state and federal storage, transportation and handling regulations.

Compliance Protocols:

Use of Nonel as part of SWAT Operations shall conform to all relevant NSO policies, including but not limited to SO Policy 404, 407, 408 as well as all local, state and federal use of force legislation.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Armor Piercing (AP) projectiles (various calibers)

Description:

AP rounds is designed to penetrate through hardened material that other rounds are unable to.

Purpose & Use:

For the designated marksman (DM) to have the capability to stop various types of vehicles and penetrate harden objects.

Cost & Quantity Allocation:

This expendable piece of equipment has no unique or temporary funding source. Unit cost of \$2.50/round. Annual estimated training and operational allocation of approximately 500 units.

SWAT procedural rules that govern use:

AP rounds shall be used by SWAT team members under the direction of the SWAT team Commander.

Use of AP rounds shall conform to all relevant local, state and federal use of force legislation.

Training Requirements:

Must complete annual SWAT rifle qualification and regularly required firearms training.

Compliance Protocols:

Use of the AP round shall conform to all relevant NSO policies, including but not limited to SO Policy 305,404

Public complaint procedures:

Napa SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

BALLISTIC BREACHING ROUND (HOLLOW POINT CUTTER ROUND)

Description:

The Ballistic Breaching Cutter Round is designed to work in correlation with a Ballistic Breaching Shot gun. The Ballistic Breaching Cutter Round is encased in a 12-gauge shotgun casing and usually consists of a hardened steel slug.

Purpose & Use:

A Ballistic Breaching Cutter Round is a shotgun shell specially made to be fired through hardened barriers, cut through concrete re-bar, penetrate security glass, car doors and punch into automotive engine blocks. These rounds may be used when the option of mechanical breaching would be ineffective.

Cost & Quantity Allocation:

This expendable piece of equipment has no unique or temporary funding source. Unit cost of \$30/box. Annual estimated training and operational allocation of approximately 5 units.

SWAT procedural rules that govern use:

The Ballistic Breaching Cutter Round shall be handled only by ballistic breaching trained deputies or under their direct supervision and direction. The firearm shall be handled in accordance with best practices as established by ballistic breaching standards.

Training Requirements:

Deputies must successfully complete a basic or higher-level Ballistic Breaching Course taught by an appropriate training company.
Must maintain compliance with local, state and federal use of force requirements.

Compliance Protocols:

Use of the Ballistic Breaching Round or Slug as part of SWAT Operations shall conform to all relevant SO policies, including but not limited to SO Policy 404, 407, 408.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

BALLISTIC BREACHING ROUND (various material components)

Description:

The Ballistic Breaching Round is designed to work in correlation with a Ballistic Breaching Shotgun. The Ballistic Breaching Round is encased in a 12-gauge shotgun casing and usually consists a variety of different materials allows for versatility of use based on target analysis.

Purpose & Use:

When properly utilized for a ballistic breaching task, it is designed to impact and structurally weaken the object it hits (thereby weakening the structure enough to allow successful tactical breaching) and then disperse into a relatively harmless powder. This round is used as an option to optimize mechanical breaching depending on the construction of the door.

Cost & Quantity Allocation:

This expendable piece of equipment has no unique or temporary funding source. Unit cost of \$25/box. Annual estimated training and operational allocation of approximately 10 units.

SWAT procedural rules that govern use:

The Ballistic Breaching Round or Slug shall be handled only by ballistic breaching trained deputies or under their direct supervision and direction. They shall be handled in accordance with best practices as established by ballistic breaching standards.

Training Requirements:

Deputies must successfully complete a basic or higher-level Ballistic Breaching Course. Must maintain compliance with local, state and federal use of force requirements.

Compliance Protocols:

Use of the Ballistic Breaching Round or Slug as part of SWAT Operations shall conform to all relevant SO policies, including but not limited to SO Policy 404, 407, 408.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

BALLISTIC BREACHING SHOTGUN

Description:

A short-barrel pistol-gripped 12-gauge pump action shotgun that has been modified to best perform ballistic breaching tasks. The breaching shotgun is designed to work in correlation with specific breaching rounds or slugs.

Purpose & Use:

When it is properly employed, a breaching shotgun can provide teams with safe and fast door breaching. Ballistic breach may also be employed to breach non-traditional barriers. This shotgun offers a reliable platform for entry into denied areas when unknown doors or barriers are encountered. It can also be used in a planned event when the construction of the door requires more than mechanical breaching.

Cost & Quantity Allocation:

This piece of equipment has no unique or temporary funding source. Unit cost of \$800/ea. Annual estimated training and operational allocation of approximately 2 units. Annual estimated upkeep costs dependent on rounds fired and preventative maintenance. Estimated effective lifespan 10+ years.

SWAT procedural rules that govern use:

The Breaching Shotgun shall be handled only by ballistic breaching trained deputies or under their direct supervision and direction. The firearm shall be handled in accordance with best practices as established by ballistic breaching standards.

Training Requirements:

Deputies must successfully complete a basic or higher-level Ballistic Breaching Course and receive regular refresher training.
Must maintain compliance with local, state and federal use of force requirements.

Compliance Protocols:

Use of the Ballistic Breaching Shotgun as part of SWAT Operations shall conform to all relevant SO policies, including but not limited to SO Policy 404, 407, 408.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

12-Gauge-Drag-Stabilized Munition

Description:

The 12-Gauge Drag Stabilized Munition is comprised of a translucent 12-Gauge shell loaded with a 40 gram, tear shaped bag made from a cotton and ballistic material blend and filled with #9 shot. The rounds are also available as green marking powder.

Purpose & Use:

12-Gauge Drag Stabilized Munition is a point-of-aim, point-of-impact, direct-fire munition that is most commonly used in situations where greater accuracy and deliverable energy is desired for the incapacitation of an aggressive, non-complaint subject at longer distances. These are considered Less Lethal Impact Munitions (LLIM). The munition is deployed from a designated and clearly marked less lethal 12-gauge shotgun.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$7.00. Annual estimated training and operational allocation of approximately 250 units.

Training Requirements:

Deputies must successfully complete department-approved training to be able to use 12-Gauge Drag Stabilized Munitions.

Compliance Protocols:

Use of 12-Gauge Drag Stabilized Munitions shall conform to all relevant SO policies, including but not limited to SO Policy 302.9, 404, 407 and 431.

Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Chemical Agents- handheld delivered grenade devices

Description:

The Chemical Agents handheld grenade devices utilizes an M201A1 Fuze with enclosed canister that come in a variety of sizes, configurations and irritant payloads. In the OC (Oleoresin Capsicum) or CS (Chlorobenzylidenemalononitrile) configurations, pelletized chemical agent is discharged through a gas port(s) from the canister.

Purpose & Use:

Chemical Agents handheld grenade devices can be used to conceal tactical movement. They can be used in crowd control management during riotous behavior as well as tactical deployment situations to detect and/or dislodge barricaded subjects. The purpose of Chemical Agents handheld grenade devices is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The different configurations allows for indoor or outdoor deployments.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$45. Annual estimated training and operational allocation of approximately 15 units.

Training Requirements:

Deputies must successfully complete department-approved training to be authorized to use Chemical Agents handheld grenade devices.

Compliance Protocols:

Use of Chemical Agents handheld grenade devices shall conform to all relevant SO policies, including but not limited to SO Policy 404, 407 and 431. Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

DETONATING CORD (DET CORD) (AKA – PRIMACORD) –Various grain weights per linear foot

Description:

PRIMACORD detonating cords (Det Cord) are flexible linear explosives with a core of PETN explosive encased in a textile outer jacket. They are available in various grain weights per linear foot.

Purpose & Use:

PRIMACORD is an energetic material component in explosive breaching charge construction. Explosive breaching is surgical and often offers a safer method of opening doors. Specifically, many commercial doors are unable to be opened by mechanical breaching in a timely manner putting a greater risk to loss of life.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$0.60/linear foot. Annual estimated training and operational allocation of approximately 4000 linear feet across all divisions.

SWAT procedural rules that govern use:

Det Cord shall be handled only by Explosive Breaching trained deputies or under their direct supervision and direction while constructing explosive breaching charges. Grain weights, measurement lengths and all calculations shall be verified by a trained Explosive Breacher. All Det Cord shall be stored in compliance with ATF regulations and handled in accordance with best practices as established by Explosive Breaching training standards.

Training Requirements:

Deputies must successfully complete FETT Basic/Intermediate or higher-level Explosive Breacher Course. Must complete required FETT Explosive Breacher re-certification courses at regularly required intervals.

Must maintain compliance with local, state and federal storage, transportation and handling regulations.

Compliance Protocols:

Use of Det Cord as part of SWAT Operations shall conform to all relevant SO policies, including but not limited to SO Policy 404, 407, 408 as well as all local, state and federal use of force legislation.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Exact/Direct Impact 40MM Sponge Munitions

Description:

The Exact Impact 40 MM Sponge Munition is a lightweight, high-speed projectile consisting of a plastic body and sponge nose. The round utilizes smokeless powder as the propellant, and, therefore, have velocities that are extremely consistent.

The Direct Impact 40 MM Foam Munition is a lightweight projectile that consists of a plastic body and a crushable foam nose that contains a powder payload. This payload area can hold inert, marking, OC (Oleoresin Capsicum) or CS (Chlorobenzylidenemalononitrile) powder. The crushable foam nose dissipates energy upon impact while releasing the powder payload. The munition is deployed from a 40mm launcher.

Purpose & Use:

The Exact Impact 40 MM Sponge Munition and the Direct Impact 40 MM Foam Round is a point-of-aim, point-of-impact, direct-fire munition that is most commonly used in situations where greater accuracy and deliverable energy is desired for the incapacitation of an aggressive, non-complaint subject at longer distances. These are considered Less Lethal Impact Munitions (LLIM).

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$25. Annual estimated training and operational allocation of approximately 40 units.

Training Requirements:

Deputies must successfully complete department-approved training to be authorized to use the Exact Impact 40 MM Sponge munition and the Direct Impact 40 MM Foam munition.

Compliance Protocols:

Use of the Exact Impact 40 MM Sponge munition and the Direct Impact 40 MM Foam munition shall conform to all relevant SO policies, including but not limited to SO Policy 302.9, 404, 407 and 431.

Must maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Ferret Round-40MM

Description:

The Ferret 40mm Round is a frangible projectile filled with chemical agent. It is designed to deliver chemical agents in barricade situations from a 40mm launcher. It is available with either liquid or powder carrier for the agent. The payload can hold OC (Oleoresin Capsicum) or CS (Chlorobenzylidenemalononitrile). Spin stabilization from barrel rifling affords maximum stand-off distance and accuracy for safety.

Purpose & Use:

The Ferret 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of the structure or vehicle. It is primarily used to dislodge barricaded subjects from very small confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$27. Annual estimated training and operational allocation of approximately 20 units.

Training Requirements:

Deputies must successfully complete department-approved training to be authorized to use the Ferret 40mm Round.

Compliance Protocols:

Use of the Ferret 40mm Round shall conform to all relevant SO policies, including but not limited to SO Policy 404, 407 and 431.

Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Noise/Flash Diversionary Device (NFDD AKA – Flashbangs) – 12 gram and 4 gram

Description:

NFDD utilizes an M201A1 type fuze with Hex design steel body. The bodies are reloadable and are reusable up to 25 times. The charges are available in full 12 gram loads, or 4 gram training charges.

Purpose & Use:

NFDD's are used to distract suspects during high risk operations.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$40/ea. Annual estimated training and operational allocation of approximately 50 units.

SWAT procedural rules that govern use:

NFDD's shall only be handled by trained deputies. Charges for the NFDD's will be installed by trained deputies. All devices shall be stored in compliance with ATF regulations and handled in accordance with best practices as established by NFDD training standards.

Training Requirements:

Certified instructors must complete certification every four years. Deputies must complete training to use NFDD from certified instructors prior to deployment, and receive annual instruction on deployment and use.

Compliance Protocols:

Use of NFDD as part of SWAT Operations shall conform to all relevant SO policies, including but not limited to SO Policy 404, 407, 408.

Must also maintain compliance with local, state and federal storage, transportation and handling regulations, as well as all local, state and federal use of force legislation.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Infrared laser (IR) designator (various configurations)

Description:

Infrared Laser signaling device.

Purpose & Use:

IR laser is used as a “laser pointer” style pointing device that can be seen through night vision and has the capability of attaching to a weapon system. IR lasers are not visible to the naked human eye. Marking or targeting locations with this system improves communication and lowers confusion.

Cost & Quantity Allocation:

This piece of equipment has no unique or temporary funding source. Unit cost of \$2000. Annual estimated training and operational allocation of approximately 4 units. Estimated annual upkeep costs dependent on warranty coverage and routine/preventative maintenance. Estimated lifespan 5+ years.

SWAT procedural rules that govern use:

IR laser device shall be used by SWAT team members under the direction of the SWAT team Commander.

Use of the IR Laser designator shall conform to all relevant local, state and federal use of force legislation.

Training Requirements:

Show proficiency in manipulation and annual qualification.

Compliance Protocols:

Use of the IR laser designator shall conform to all relevant SO policies, including but not limited to SO Policy 305,404

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

LENCO BEARCAT G3 ARMORED VEHICLE

Description

Off road and rural mission armored vehicle, seats 10-12 fully equipped officers, open floor plan that allows for rescue of downed personnel.

Purpose and Use

Armored vehicle system in a rugged off-road platform to provide enhanced off-road performance which allows for emergency response in rural regions and natural disasters scenarios for a variety of missions where standard armored SWAT vehicles would experience challenges. Optionally equipped with ram, "ramcam" that can penetrate a wall to allow live video feed inside a structure, technology meshing to allow the use of advanced technologies on scene, and all steel construction. Having the ability to safely approach areas of concern increases the ability of members of this office to conduct rescues or isolate violent offenders.

Cost & Quantity Allocation:

This equipment has no unique or temporary funding source. Unit cost of \$400,000/vehicle. Annual upkeep costs dependent on mileage, fuel, preventative maintenance. Annual estimated training and operational allocation of approximately 1 unit. Estimated effective lifespan approximately 10 years.

SWAT procedural rules that govern use

The Lenco Bearcat G3 is primarily operated by auxiliary drivers whose purpose is to drive and operate equipment on the Bearcat. However, all members of the SWAT team and auxiliary members have been provided in-person hands-on training on the vehicle and its capabilities.

Training Requirements

Every driver must possess a valid driver license, show competency when operating the Lenco Bearcat G3, and be up to date on the POST mandated Emergency Vehicle Operator Course (EVOC).

Compliance Protocols

Use of the Lenco Bearcat shall conform to all relevant SO policies, including but not limited to 308 – Vehicle Operations and Parking Procedures and 703 – Vehicle Use

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Recon Robotics Throwbot (AKA- Throwbot)

Description:

The Throwbot is a throwable micro-robot platform that enables operators to obtain instantaneous video and audio reconnaissance within indoor or outdoor environments.

Purpose & Use:

The Throwbot is used to gain mission critical information in harsh or hazardous environments. This system allows members of this office to gain information without putting a person in danger.

Cost & Quantity Allocation:

Any repairs or replacements will be through warranty and if it is not covered through warranty, then funding will come from the SWAT budget/funding source; there are no annual fees associated with this device. Annual estimated training and operational allocation of approximately 1 units. Estimated effective lifespan 5+ years.

SWAT procedural rules that govern use:

The Throwbot shall only be handled and controlled by trained deputies.

Training Requirements:

Deputies do not need to complete any formal training to be able to control the Throwbot with its easy-to-use, handheld controller.

Compliance Protocols:

Use of the Throwbot as part of SWAT Operations shall conform to all relevant SO policies, including but not limited to SO Policy 404, 407 and 408.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Robotex Avatar Tactical Robot (AKA- Avatar)

Description:

The Avatar is a robot platform that allows the operator the ability to inspect a dangerous situation through instantaneous video and audio reconnaissance (including push-to-talk/two-way audio capability) without the need to send personnel in to assess the situation. Optionally, the Avatar robot can be fitted with a “claw” that can provide limited lift/move/carry/manipulate of small objects to include opening doors.

Purpose & Use:

The Avatar is used to gain mission critical information in harsh or hazardous environments.

Cost & Quantity Allocation:

Any repairs or replacements will be through warranty and if it is not covered through warranty, then funding will come from the SWAT budget/funding source; there are no annual fees associated with this device. Annual estimated training and operational allocation of approximately 1 unit. Estimated effective lifespan 5+ years.

SWAT procedural rules that govern use:

The Avatar shall only be handled and controlled by trained deputies.

Training Requirements:

Deputies do not need to complete any formal training to be able to control the Avatar with its easy-to-use, handheld controller.

Compliance Protocols:

Use of the Avatar as part of SWAT Operations shall conform to all relevant SO policies, including but not limited to SO Policy 404, 407 and 408.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Zistos Under-the-Door Camera (AKA- Under-Door-Camera)

Description:

The Under-the-Door Camera provides a safe and covert way to view into a room.

Purpose & Use:

The Under-the-Door Camera provides operators the ability to gain critical mission information with limited penetration.

Cost & Quantity Allocation:

Any repairs or replacements will be through warranty and if it is not covered through warranty, then funding will come from the SWAT budget/funding source; there are no annual fees associated with this device. Annual estimated training and operational allocation of approximately 1 unit. Estimated effective lifespan 5+ years.

SWAT procedural rules that govern use:

The Under-the-Door Camera shall only be handled by trained deputies.

Training Requirements:

Deputies do not need to complete any formal training to be able to control the Under-the-Door-Camera with its easy-to-use, handheld controller.

Compliance Protocols:

Use of the Under-the-Door Camera as part of SWAT Operations shall conform to all relevant SO policies, including but not limited to SO Policy 404, 407 and 408.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Short barreled select fire AR-15 style rifle (various configurations)

Description:

A Short barreled select fire AR-15 style rifle available in a variety of calibers, barrel lengths and configurations.

Purpose & Use:

The short barreled select fire AR-15 style rifle is the type of firearms that SWAT team members are issued and employ for a wide variety of missions. This rifle is used to match the threats of highly violent offenders who are armed with weapons that could overwhelm responding deputies.

Cost & Quantity Allocation:

This piece of equipment has no unique or temporary funding source. Unit cost of \$1500. Ongoing costs determined by rounds fired operationally and in training, routine and preventative maintenance. Annual estimated training and operational allocation of approximately 20 units. Estimated effective lifespan 10+ years.

SWAT procedural rules that govern use:

The rifle shall be assigned and used by SWAT team members who meet the department-set rifle qualifications and under the direction of the SWAT commander.

Training Requirements:

Must complete annual SWAT rifle qualification and regular firearms training.

Compliance Protocols:

Use of A Short barreled select fire AR-15 style rifle as part of SWAT Operations shall conform to all relevant SO policies, including but not limited to SO Policy 305, as well as all local, state and federal use of force laws.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Smoke- handheld smoke grenade devices

Description:

The handheld smoke grenade devices utilizes an M201A1 Fuze with enclosed canister that come in a variety of sizes, colors, configurations that uses HC (Hexachlorethane) and SAF-Smoke. Smoke is discharged through gas ports located on the canister.

Purpose & Use:

Handheld smoke grenade devices can be used to conceal tactical movement. They can be used in crowd control during riotous behavior. It can be used to detect and/or dislodge a barricaded subject. It can also be used as an emergency signaling device. The different configurations allows for indoor or outdoor deployments.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$43.00. Annual estimated training and operational allocation of approximately 8 units.

Training Requirements:

Deputies must successfully complete department-approved training to be authorized to use handheld smoke grenade devices.

Compliance Protocols:

Use of handheld smoke grenade devices shall conform to all relevant SO policies, including but not limited to SO Policy 404, 407 and 431.

Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Spede-Heat 40mm Round

Description:

The Spede-Heat 40mm Round incorporates an aluminum shell and utilizes black powder as the propellant. The Spede-Heat 40mm Round is designed to deliver one dual-ported chemical or smoke canister from a 40mm launcher at various ranges, product dependent. The Spede-Heat 40mm Round is available in OC (Oleoresin Capsicum) or CS (Chlorobenzylidenemalononitrile) and Saf-Smoke. Spede-Heat 40mm round is deployed from a 40mm launcher.

Purpose & Use:

The Spede-Heat 40mm Round can be used to conceal tactical movement. They can be used in crowd control management during riotous behavior. The purpose of the Spede-Heat 40mm Round is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The different configurations allows for different distances and chemical agent or smoke deployments. These rounds are used for area denial both externally and inside structures.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$25. Annual estimated training and operational allocation of approximately 4 units.

Training Requirements:

Deputies must successfully complete department-approved training to be authorized to use the Spede-Heat 40mm Round.

Compliance Protocols:

Use of Spede-Heat 40mm Round shall conform to all relevant NSO policies, including but not limited to NSO Policy 404, 407 and 431.

Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:

Napa SO Department Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Stinger Grenade

Description:

The Stinger Grenade with Safety Clip is a combination Less Lethal Impact Munitions (LLIM) and Distraction Device that may incorporate optional CS (Chlorobenzylidenemalononitrile) or OC (Oleoresin Capsicum) laden powder, if desired. The Stinger Grenade is a maximum effect device as it delivers up to four stimuli for psychological and physiological effect: rubber pellets, light, sound, and optional chemical agent or OC.

Purpose & Use:

The Stinger Grenade is most widely used in crowd control management during riotous behavior as well as tactical deployment situations to detect and/or dislodge barricaded subjects. Upon deployment, the blast is sufficient to project the rubber balls (32 cal. /60 cal. Option) and optional chemical agent in a 50 foot radius.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$50. Annual estimated training and operational allocation of approximately 8 units.

Training Requirements:

Deputies must successfully complete department-approved training to be authorized to use the Stinger Grenade.

Compliance Protocols:

Use of the Stinger Grenades shall conform to all relevant SO policies, including but not limited to SO Policy 404, 407 and 431.

Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Sub-compact select fire weapon system

Description:

A sub-compact select fire weapon system is a shoulder fired weapon system that varies in calibers.

Purpose & Use:

A more compact, more easily concealed weapon system that can be deployed for appropriate situations.

Cost & Quantity Allocation:

This piece of equipment has no unique or temporary funding source. Unit cost of \$0.00 – legacy items already exist in inventory. Estimated annual upkeep determined by rounds fired and routine/preventative maintenance. Estimated effective lifespan 10+ years.

SWAT procedural rules that govern use:

The sub-compact select fire weapon system shall be used by SWAT team members under the direction of the SWAT team Commander.

Training Requirements:

Must complete annual SWAT firearms qualification and regularly required firearms training.

Compliance Protocols:

Use of the sub compact select fire weapon system shall conform to all relevant SO policies, including but not limited to SO Policy 305,404, as well as all local, state and federal use of force laws.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

Firearms Suppressor (various calibers, lengths, attachment styles)

Description:

A suppressor is a device typically attached at the end of a barrel of a firearm.

Purpose & Use:

A suppressor is used to muffle and distort the sound of a firearm as it is fired. Suppressors can decrease confusion during a violent confrontation by allowing deputies to communicate more effectively. It can also decrease muzzle blast allowing better vision during a violent encounter.

Cost & Quantity Allocation:

This piece of equipment has no unique or temporary funding source. Unit cost of \$1000. Annual estimated training and operational allocation of approximately 20 units (up to 1 unit per rifle). Estimated annual upkeep costs determined by rounds fired and routine/preventative maintenance. Estimated effective lifespan 10+ years.

SWAT procedural rules that govern use:

The suppressor shall be used by SWAT team members under the direction of the SWAT Commander.

Training Requirements:

Must complete annual SWAT rifle qualification and regularly required firearms training.

Compliance Protocols:

Use of a suppressor shall conform to all relevant SO policies, including but not limited to SO Policy 305,404

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

40 MM Warning/Signaling Round

Description:

The 40mm Aerial Warning/Signaling Round series are designed to produce 170 dB of sound, and 5 million candelas of light. Each munition is manufactured to deflagrate at a set distance and altitude and has the option of marking or irritant payloads. These distances are 50,100,200 and 300 meters from the point of origin. The munition is deployed from a 40mm launcher.

Purpose & Use:

40mm Aerial Warning/Signaling Round are used to distract/disorientate individuals and provide less lethal response against potential threats. It is also effective in directing the movement of riotous crowds.

Cost & Quantity Allocation:

This expendable equipment has no unique or temporary funding source. Unit cost of \$40. Annual estimated training and operational allocation of approximately 5 units.

Training Requirements:

Deputies must successfully complete department-approved training to be authorized to use the 40mm Aerial Warning/Signaling Round.

Compliance Protocols:

Use of the 40mm Aerial Warning/Signaling Round shall conform to all relevant SO policies, including but not limited to SO Policy 302.9, 404, 407 and 431. Must also maintain compliance with local, state and federal storage, transportation and handling regulations and all relevant local, state and federal use of force legislation.

Public complaint procedures:

SO Policy Number 1009 shall apply to all personnel complaints.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

sUAS - Small Unmanned Aircraft System

Description:

DJI Mavic small unmanned aircraft, quadcopter affixed with camera. Registered with the FAA as a small drone, used both commercially and privately for aerial photo / video. Flight Range; 4.3 miles, Flight time 27 minutes and top speed of 40 MPH. Expected lifespan; Approx. 5 years. Multiple factors can vary Manufacturer's description; Powerful flagship camera drone equipped with camera to facilitate professional-level imaging. It also offers omnidirectional obstacle sensing for a smooth flight experience.

Purpose & Use:

The members of the Napa County Sheriff's Office small Unmanned Aerial Systems (sUAS) Team shall provide aerial observation support for the Sheriff's Office and other law enforcement and public safety entities within Napa County. Missions will be accomplished lawfully, safely and professionally, while adhering to our Commitment to Community and respecting the privacy of the citizen's we serve.

Cost and Quantity:

\$3800-6000 initial cost; minimal annual maintenance. Quantity 7.

Legal and procedural rules:

Refer to SO policy 606. Refer to sUAS Program Operations and procedures manual and FAA COA's and Regulations.

Required training:

Agency-authored Pilot Training Program; FAA Part 107 license. Both are refreshed bi-annually.

Compliance mechanisms:

Operational use under the review of the sUAS Commander or Pilot in Command.



NAPA COUNTY OFFICE OF SHERIFF-CORONER

Commitment to
Community

sUAS - Small Unmanned Aircraft System

Description:

Inspired Flight IF1200, small unmanned hexacopter with batteries and remote control. Affixed with camera and registered with FAA. Capabilities; Flight Range 6 miles, Flight time 40 minutes and top speed of 49 MPH. Expected lifespan Approx. 5 years. Multiple factors can vary Manufacturer's description "Designed for the most demanding of industrial applications, the IF1200 supports 8kg payloads and up to 40 minute flight times. With unparalleled ruggedness, flight performance, and an open-system architecture, the IF1200 is a workhorse platform fully designed, manufactured & supported in the USA."

Purpose & Use:

The members of the Napa County Sheriff's Office small Unmanned Aerial Systems (sUAS) Team shall provide aerial observation support for the Sheriff's Office and other law enforcement and public safety entities within Napa County. Missions will be accomplished lawfully, safely and professionally, while adhering to our Commitment to Community and respecting the privacy of the citizen's we serve.

Cost and Quantity:

\$54,000 initial purchase; minimal annual expenses. Quantity 1.

Legal and procedural rules:

Refer to SO policy 606. Refer to sUAS Program Operations and procedures manual and FAA COA's and Regulations.

Required training:

Manufacturer Train the trainer course, Agency-authored Pilot Training Program; FAA Part 107 license. Both are refreshed bi-annually. Compliance mechanisms Operational use under the review of the sUAS Commander or Pilot in Command.



TITLE

Urban Limit Line Overview and Draft Comprehensive General Plan Update CEQA Notice of Preparation

RECOMMENDATION

Consider taking the following actions in conjunction with the Urban Limit Line:

1. Receive and file report on Urban Limit Line Overview; and
2. Provide Council comments on the Draft Comprehensive General Plan Update CEQA Notice of Preparation

CONTACT

Brent Cooper, AICP, Community Development Director

BACKGROUND & ANALYSIS

In response to the Council's request for information, this staff report provides background information on the City's Urban Limit Line. In addition, as part of the ongoing effort to update the City's General Plan, staff has prepared a draft Notice of Preparation (NOP) for the General Plan Program Environmental Impact Report. The NOP is important because it describes the proposed General Plan update scope and marks the beginning of the General Plan environmental review process.

Issue 1: Urban Limit Line

The City's Urban Limit Line (ULL) was described in a 2008 Agreement between the City Council and the Napa County Board of Supervisors. A map depicting the Urban Limit Line is included as Attachment 1.

Subject to limitations, the Agreement provided the City with County assurance that they would support City annexation of three properties in the Napa Airport Specific Plan. In return, the County received benefits as described below:

- Napa Airport Specific Plan properties within the proposed Urban Limit Line were required to have Industrial Easements to ensure they would not be used for non-industrial purposes (see ULL Agreement Part II Section A.1).
- The City's water service policies were to be revised to permit Outside Customers to obtain

water service with the same terms or conditions as City Customers, except that Outside Customers were subject to a higher water service rate (see ULL Agreement Part II Section A.2 and Exhibit E and F).

- The City agreed to limit its municipal boundary to within the ULL until at least 2030 (see ULL Agreement Part III Section A).

A copy of the ULL Agreement 2008-93 is included as Attachment 2.

ULL Agreement Adoption Timeframe

The ULL Agreement required the City to amend its General Plan to revise the ULL consistent with the Agreement no later than August 8, 2008. Furthermore, the ULL was required to be affirmed through an Initiative no later than the November 2008 general election.

In a very short time, the *Urban Limit Line and Rezoning Act Initiative* received more than enough qualifying signatures. The petition was delivered to the Napa County Election Division on July 16, 2008 and was certified on July 18, 2008. On August 5, 2008, the City Council accepted the Napa County Clerk's *Urban Limit Line and Rezoning Act Initiative* certification. The Initiative achieved the General Plan and Zoning Ordinance amendments as called for in the ULL Agreement three days before the August 8 deadline. A copy of Resolution 2008-106 is included as Attachment 3.

ULL vs Annexation

Approval of the ULL Agreement itself does not "annex" land to the City. To annex land, the City or Property Owner(s) must submit an application to the Napa County Local Agency Formation Commission (LAFCO). In most cases, the proposed annexation area must be located within the City's Sphere of Influence (SOI) - a boundary administered by LAFCO. Except in a few narrow situations, an SOI amendment and annexation is possible only when the City and County agree. Apart from the Napa Airport Industrial properties, the ULL Agreement did not assure County concurrence with City annexation applications, but it helped achieve a cooperative environment where concurrence was possible.

The ULL Today

In the years following the ULL Agreement, the City received LAFCO approval of numerous annexation applications. Between 2008 to today, the City boundaries increased from 4.13 square miles to just over 6 square miles. These annexed areas and the year certified by LAFCO are shown below:

- Watson Ranch (2011)
- Napa Logistics Park and Panattoni Properties (2011)
- Eucalyptus Grove and Clarke Ranch Park (2011)
- NVUSD Properties (2011)
- Canyon Estates (2015)

A map depicting these annexation areas are included as Attachment 4. Remaining ULL properties outside the City limits are depicted in pink. This map includes a pending application to annex the Paoli/Watson Lane properties.

The Future ULL

The ULL Agreement and Initiative states that the ULL will expire in 2030. According to the ULL Agreement and Initiative, ULL amendments prior to 2030 would require a subsequent Initiative. As shown in Attachment 4, there are certain properties - mostly east of Watson Ranch- within the ULL that have not been annexed into the City. If the ULL expires in 2030 with no replacement or extension, annexing these remaining ULL areas could become more challenging.

Issue 2: General Plan Update Notice of Preparation (NOP)

The American Canyon General Plan update serves as a long-term framework for future growth and development. The General Plan represents the community’s view of its future and contains the goals and polices upon which the City Council, Planning Commission, staff, and the entire community will base land use and resource decisions.

California Environmental Quality Act

The Genal Plan Update requires environmental review pursuant to the California Environmental Quality Act (CEQA). To comply with CEQA, the City serves as the “Lead Agency.” Given the broad range of potential environmental impacts caused by buildout of the city consistent with the General Plan Update, the City will prepare a Program Environmental Impact Report (Program EIR).

The Notice of Preparation (NOP) is the first step in preparing the Program EIR. The NOP provides a summary of the General Plan Update; includes the City’s preliminary identification of the potential environmental issues to be analyzed in the EIR; and provides information on how to comment on the scope of the EIR.

Release of the NOP is a formal process to request comments and guidance from “Responsible Agencies,” “Trustee Agencies,” interested public agencies, organizations, and the general public on the scope and content of the Program EIR (CEQA Guidelines Section 15082).

- A “Trustee Agency is a public agency that has jurisdiction by law over natural resources that are held in trust for the people of California. An example includes the California Department of Fish and Wildlife (CDFW).
- A “Responsible Agency” is a public agency that has some discretionary authority over a portion of the General Plan but is not the Lead Agency. An example is the Bay Area Air Quality Management District, among other regional agencies.

Potential Environmental Effect Areas

The EIR will describe the reasonably foreseeable and potentially significant adverse effects of the proposed General Plan Update (both direct and indirect). The EIR also will evaluate the cumulative

impacts of the project when considered in conjunction with other related past, present, and reasonably foreseeable future projects. The NOP identifies a list of potentially significant environmental impacts. This list is included as Attachment 5.

General Plan Update Scope

To provide a contemporary plan that will guide the community through the next 20 years, the General Plan update will emphasize technical updates that reflect recent development decisions and changes in State law. A second phase of the General Plan Update will emphasize new policy initiatives. This two-phase approach is intended to expedite an updated General Plan that complies with current State Laws.

The major components of the Phase 1 Comprehensive Technical General Plan Update include:

- **General Plan Study Area.**

California state law requires a general plan “for the physical development of the county or city, and any land outside its boundaries which in the planning agency’s judgment bears relation to its planning” (Gov. Code § 65300). Consistent with State Law, the General Plan Study Area has been broadened from the current General Plan boundary (City and Sphere of Influence) to include the historic boundary of the American Canyon Water Service Area (Water Service Area). Broadening the Study Area to include the Water Service Area reflects the need to plan for ongoing Water and Wastewater services the city provides to properties outside the City limits. A graphic depicting the proposed General Plan Study Area is included as Attachment 6.

- **Land Use Element.** As the first of two phases, the Technical General Plan Update is intended to expedite an updated General Plan that complies with current State Laws. Thus, the Technical General Plan Update includes only minor changes to the Land Use Plan.

One category of proposed land use changes focuses on correcting inconsistencies between the land use and General Plan designation. Examples include changing public-school sites from “Residential” to “Public”; and changing creeks and open space from “Residential” to “Open Space.” A second category of proposed land use changes focuses on the Napa Valley School District’s request to amend surplus property to a “Residential” designation. A third category of proposed land use changes focuses on the pending Paoli/Watson Lane Annexation. These changes would amend “Agriculture” land use to “Industrial.” Proposed Land Use Amendments are depicted in Attachment 7.

- **Circulation Element.** This element will incorporate Vehicle Miles Travelled policies consistent with Senate Bill 743 (SB 743); incorporate the “West Side Connector” roadway alignment; update street standards for all modes, including pedestrians, bicyclists, and transit consistent with the California Complete Streets Act.

- **Community Services Element.** This element will focus on goals and policies related to public

services, including police, fire, and emergency services.

- **Open Space and Recreation Element.** This element will address the wide variety of parks, trails, and open spaces serving the diverse recreation needs of American Canyon residents, particularly youth, and The General Plan Update will ensure the General Plan is internally consistent and maintains a balance of land uses; maintains and supports quality-of-life, community satisfaction, and safety for all residents; and meets new State requirements.
- **Conservation Element.** This element will consider the effects of existing and planned development on natural resources located on public lands, including military installations, consistent with Government Code Section 65302(d). This Element will address State law requirements, including air quality, greenhouse gas emissions, and climate change adaptation.
- **Safety Element.** This element will cover seismic activity, other geologic hazards, fire hazards, hazardous materials, flooding, and other potential hazards, consistent with Government Code Section 65302(g). It will also address resiliency and risks from natural hazards in American Canyon, pursuant to SB 379. This element update will require a vulnerability analysis to comply with State law.
- **Noise Element.** This element will noise element requirements, consistent with Government Code Section 65302(f), including new existing noise contours as well as projected noise contours based on future traffic volumes projected to arise from improvements planned for in the Circulation Element.
- **Housing Element.** This element will be an update for the 2022-2030 RHNA cycle to adequately plan to meet the housing needs of everyone in the community, consistent with Government Code Section 65583. Due to State-Mandated deadlines, the Housing Element update is anticipated to be completed earlier than the rest of the comprehensive technical General Plan update.
- **Urban Limit Line (ULL).** As discussed above, the ULL will expire in 2030. Policies to address whether to expire, extend or amend the ULL will take time to consider. Although there is no reason to preclude starting now, it will likely take more time to address the future for the ULL than the Technical Update schedule. For this reason, staff has scheduled any ULL revisions for the Phase 2 Comprehensive General Plan Update.
- **Implementation.** This chapter will be a comprehensive implementation strategy with discrete, tangible actions that the City will undertake to carry out all the Plan's goals, policies, and objectives. It will also highlight goals, policies, and programs related to administration of the General Plan. The chapter will detail timing, potential funding sources, and the responsible parties for each implementation measure.
- **Project Alternatives.** The EIR will evaluate a reasonable range of project alternatives that, consistent with CEQA, meet most of the project objectives and reduce or avoid potential

environmental effects, including a required No Project Alternative.

A copy of the Draft NOP is included as Attachment 8.

Schedule

As mentioned above, the Phase 1 Technical General Plan update is intended to expedite an updated General Plan that complies with current State Laws. The schedule for Phase 1 contemplates a completion date in approximately twelve months from now. Separate from the Comprehensive General Plan Update is the Housing Element Update. This effort is also underway and is anticipated to be completed on or before the Phase 1 General Plan Update. A graphic depicting the schedule is included as Attachment 9.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

This project (CIP CD19-0100) has a budget of \$787,500. Expenses to date total \$239,800. The estimated cost of the General Plan Update is \$1.5 million. One potential funding option in Fiscal Year 2022-23 is the Economic Development Reserve.

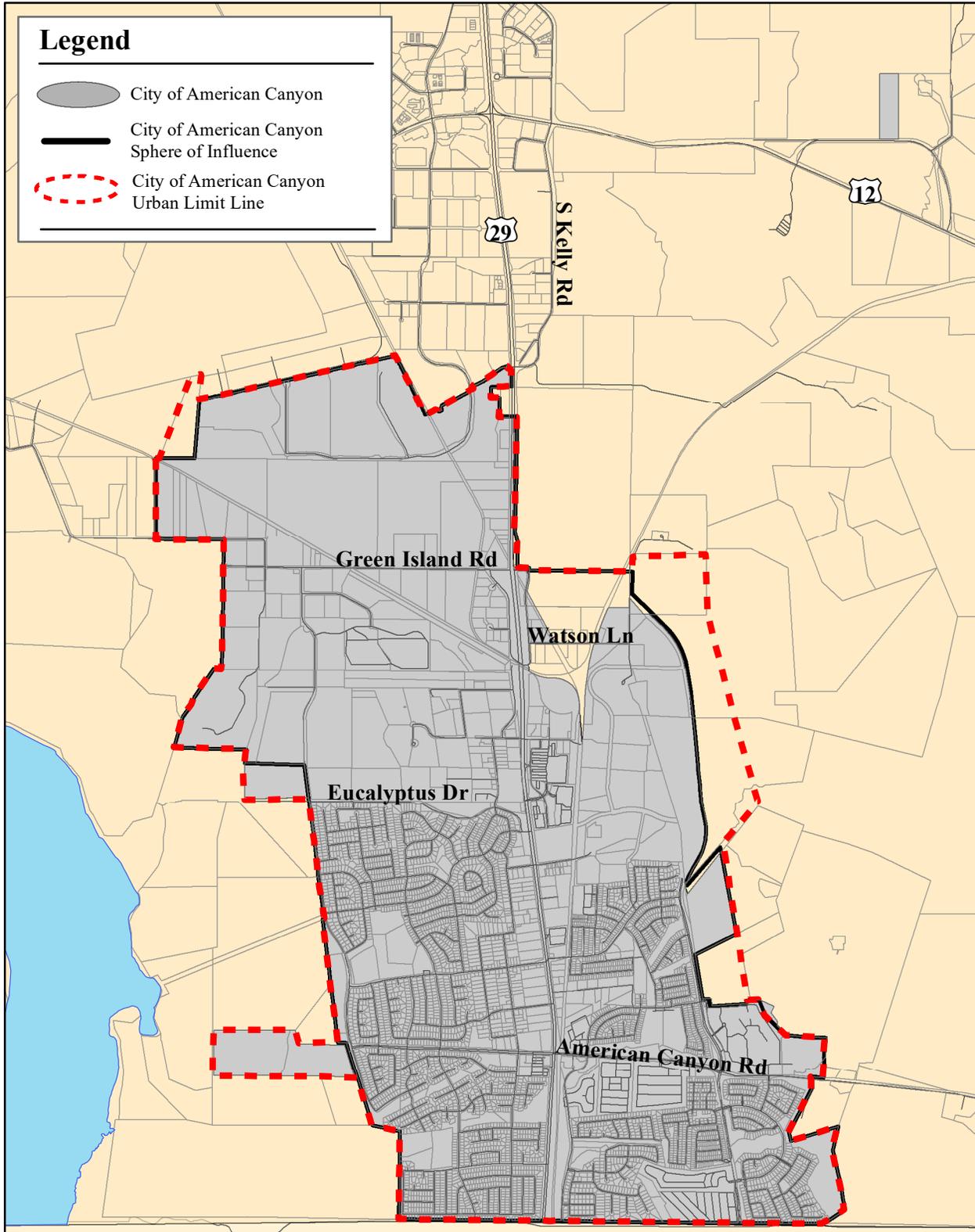
ENVIRONMENTAL REVIEW

The Recommended Action described in this Agenda Report is not subject to CEQA, pursuant to General Rule Section 15060(b)(3), No effect on environment.

ATTACHMENTS:

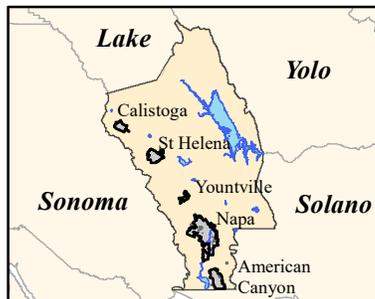
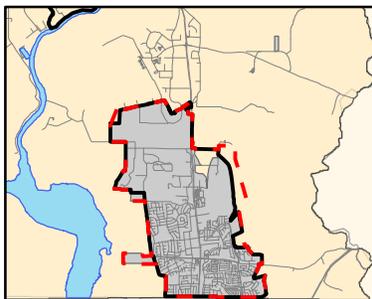
1. [AmericanCanyon_ULL](#)
2. [ULL Agreement 2008-93 Napa County No 7070](#)
3. [ULL Initiative RESOLUTION 2008-R106](#)
4. [ULL Annexations](#)
5. [NOP CEQA Topics](#)
6. [General Plan Study Area Boundary](#)
7. [Land Use Amendments](#)
8. [Draft NOP](#)
9. [Phase 1 General Plan Update Schedule](#)

City of American Canyon



Legend

-  City of American Canyon
-  City of American Canyon Sphere of Influence
-  City of American Canyon Urban Limit Line



Not to Scale
November 10, 2021
Prepared by BF



LAFCO of Napa County
1754 Second Street, Suite C
Napa, California 94559
www.napa.lafco.ca.gov

Napa County Agreement No. 7070
 American Canyon Agreement No. 2008-93

**AGREEMENT
 BETWEEN THE COUNTY OF NAPA
 AND
 THE CITY OF AMERICAN CANYON**

This Agreement (hereafter "Agreement") is entered into and effective as of July 3, 2008 by and between the County of Napa, a political subdivision of the State of California (hereafter "County"), and the City of American Canyon, a municipal corporation (hereafter "City").

WHEREAS, the parties recognize the importance of agricultural preservation and open space in the County and desire to preserve agricultural and open space lands in the County so as to maintain a viable agriculture-based economy, preserve open space, prevent urban sprawl, and direct growth and development into already urbanized areas; and

WHEREAS, the parties desire to implement the planned development of the City and adjacent lands within the County; and

WHEREAS, the parties recognize the importance of the Napa County Airport ("Airport") to the economy of the County and have a longstanding interest in protecting the Airport from the encroachment of incompatible land uses; and

WHEREAS, the parties recognize that citizens, businesses and employees within both jurisdictions benefit when the parties collaborate successfully and solve disagreements amicably; and

WHEREAS, the parties seek to provide a solid footing for future planning and decision-making by recognizing a mutually agreed upon City urban growth boundary that will remain in place without change until 2030; and

WHEREAS, the parties are taking such steps as may be necessary to ensure that an adjusted urban growth boundary in the form of an amended City Urban Limit Line will not be changed until the year 2030; and

WHEREAS, in the County's view, industrial development within the County Airport Industrial Area Specific Plan ("Airport Specific Plan") boundaries supports agricultural uses in the County, benefits the local economy, and will contribute to the construction of necessary infrastructure improvements; and

WHEREAS, the parties recognize that upon incorporation in 1992, the City assumed the rights and responsibilities of the former American Canyon County Water District; and

WHEREAS, the parties recognize that the City provides water service to properties located within the City's Water Service Area, which includes the Airport Specific Plan area, and

that it is essential for the City to continue to provide water service to these properties in an environmentally sensitive, reasonable and fair manner.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PART I. AGREEMENT DEFINITIONS

When used in this Agreement, the following words or phrases shall have the following meanings unless the context clearly indicates otherwise:

“Airport Industrial Area Specific Plan” or “Airport Specific Plan” shall mean the 1986 Napa County Airport Industrial Area Specific Plan, as amended through the effective date of this Agreement.

“CEQA” shall mean the California Environmental Quality Act, Public Resources Code section 21000 *et seq.*

“City” shall mean the City of American Canyon.

“City Customers” shall mean all persons and entities presently receiving water service from the City, and all persons and entities that are requesting or in the future request new or increased water service from the City, for parcels that are located within City’s incorporated limits.

“City’s Water Service Area” shall mean all lands within the area depicted in Exhibit H, attached hereto and incorporated herein by this reference.

“County” shall mean the County of Napa.

“LAFCO” shall mean the Napa County Local Agency Formation Commission.

“Outside Customers” shall mean all persons and entities presently receiving water service from the City, and all persons and entities that are requesting or in the future request new or increased water service from the City for parcels that are located outside the City’s limits but within the Airport Industrial Area Specific Plan boundaries.

“Panattoni Property” shall mean that real property described by Assessor Parcel Numbers 057-090-075 and 057-090-076, consisting of approximately 16.30 acres and 34.40 acres, respectively, as is more fully described in Exhibit A, attached hereto and incorporated herein by this reference.

“Subject Parcels” shall mean:

1. The parcel commonly known as the “Headwaters property,” Assessor Parcel Number 057-090-069 consisting of approximately 218.06 acres as is more fully described in Exhibit B, attached hereto and incorporated herein by this reference.
2. The parcel commonly known as the “Atkins property,” Assessor Parcel Number 057-040-007 consisting of approximately 25.44 acres as is more fully described in Exhibit C, attached hereto and incorporated herein by this reference.

“Sphere of Influence” shall mean the LAFCO-approved plan for the probable physical boundary and service area of the City of American Canyon, as defined in Government Code section 56076.

“Urban Limit Line” or “ULL” shall mean that line which describes the boundaries described in Exhibit D, attached hereto and incorporated herein by this reference, beyond which the City and the City’s Sphere of Influence shall not expand prior to 2030 unless the citizens of the City first approve an expansion of the line.

**PART II. PRE-CONDITIONS TO THE AGREEMENT TAKING EFFECT;
ANNEXATION OF PANATTONI PROPERTY**

A. Preconditions to Agreement Effectiveness

This Agreement, excluding Agreement Section II.B, shall become effective only if each and every one of the following events occurs within its respective time frame. Therefore, if any one of the preconditions fails to occur within the time frame set forth in this Agreement for that precondition, then this Agreement and the obligations of the parties as set forth in Agreement Section III shall automatically become null and void.

1. *Industrial Easements.*

The City shall ensure that the owners of the Subject Parcels and the Panattoni Property, prior to amendment of the City’s sphere of influence and completion of annexation of the Subject Parcels and the Panattoni Property to the City:

a. Grant and record industrial easements in favor of the County in perpetuity, in a form acceptable to the County Counsel and the City Attorney, ensuring that the Subject Parcels and the Panattoni Property may be developed in accordance with the uses permitted for those parcels by the Airport Specific Plan, and

b. Deed restrict, in a form acceptable to the County Counsel and the City Attorney, the Subject Parcels and Panattoni Property prior to development or use of the same, ensuring that the Subject Parcels and the Panattoni Property shall be developed in accordance with the uses permitted for those parcels in the Airport Specific Plan.

c. The City shall ensure that any development approvals sought by the owners of the Subject Parcels and the Panattoni Property in the City shall be conditioned by the City to be industrial uses as permitted for those parcels by the Airport Specific Plan and that the owners of these parcels grant and record avigation (flight) easements in favor of the County, in a form acceptable to the County Counsel and the City Attorney.

2. *Standards for Providing Water Service.* On or before September 1, 2008 the City shall take the following actions:

a. Revise its water policies to confirm that the City will provide water service to all Outside Customers upon request under all of the same terms and conditions under which the City provides water service to City Customers, and that the City will not impose any term or condition on any water service to any Outside Customer that is different from the terms and conditions that the City imposes on City Customers, except that the City may continue to

impose higher water rates on Outside Customers consistent with *Hansen v. City of San Buenaventura* (1986) 42 Cal.3d 1172; and

b. Amend City Municipal Code sections 13.10.010, 13.10.020, and 13.10.040, and all other related Municipal Code provisions, implementing resolutions and policies, so that they will be consistent with Agreement Sections II.A.2.a, III.E, and Exhibit E. The City shall schedule a public hearing for this purpose. The City shall make all of the revisions and amendments referenced in Agreement Section II.A.1 and II.A.2 before the City files any requests for any amendment of the City's Sphere of Influence or any annexations of the Subject Parcels and the Panattoni Property.

3. ***Preconditions Are Prerequisite to Sphere of Influence Amendment and Annexation.*** Satisfaction of the requirements set forth in Agreement Section II.A.1 (Industrial Easements) and II.A.2 (Standards for Providing Water Service) are preconditions to this Agreement. If these preconditions are not satisfied, this Agreement shall be null and void.

B. Immediate Annexation of Panattoni Property

Notwithstanding any other provision of this Agreement, as an indication of good faith of both parties, the County shall, upon execution of this Agreement and upon satisfaction of the requirements set forth in Agreement Sections II.A.1 (Industrial Easements), II.A.2 (Standards for Providing Water Service) and III.F.2 (Property Tax Revenue Sharing Agreement), provide written support of that portion of City's application before LAFCO involving a sphere amendment or annexation of the Panattoni Property to the City.

PART III. AGREEMENT OBLIGATIONS

A. City's Urban Limit Line

The parties agree that the City's growth boundary shall not expand beyond the ULL described and depicted in Exhibit D until at least 2030. To implement this ULL agreement, the parties will take one or more of the following actions which are intended to ensure that the ULL will not change prior to 2030.

1. If a citizen's initiative is circulated that establishes an ULL as a part of the City General Plan that is consistent with Exhibit D and that cannot be changed without a vote of the people until 2030, and if that initiative gathers a sufficient number of valid signatures to require the City to either adopt the initiative or place the matter on the ballot, then the City shall either: (a) adopt the initiative without alteration at the regular meeting at which the certification of the initiative petition is presented to the City Council or within 10 days after it is submitted; or (b) place the matter on the ballot. Otherwise, this Agreement shall become null and void, except that the parties may agree otherwise concerning the 60 foot strip in the unincorporated territory separating Area 1 from Area 2, as described and depicted in Exhibit D.

2. If a notice of intent to circulate a citizen's initiative to establish an ULL consistent with Agreement Section III.A.1 is not filed with the City elections official on or before June 30, 2008, then a ballot measure that will establish an ULL in the City General Plan that is consistent with Exhibit D and cannot be changed without a vote of the people until 2030 shall be placed on

the November 2008 municipal ballot by the City Council. The order of election shall be adopted by the City Council no later than August 8, 2008. Any such ballot measure shall expressly provide that any further changes to the ULL described and depicted in Exhibit D prior to 2030 shall take effect only following the approval by a majority of the voters of the City at a regularly scheduled municipal election. If the City fails to place such a measure on the ballot, this Agreement shall automatically become null and void, except that the parties may agree otherwise concerning the 60 foot strip in the unincorporated territory separating Area 1 from Area 2, as described and depicted in Exhibit D.

3. If a notice of intent to circulate a citizen's initiative to establish an ULL in the City's General Plan that is consistent with Exhibit D and cannot be changed without a vote of the people until 2030 is filed with the City election official on or before June 30, 2008, and the initiative is circulated but fails to achieve the necessary number of signatures to qualify for the November 2008 ballot, then a ballot measure that will establish an ULL as a part of the City's General Plan that is consistent with Exhibit D and cannot be changed without a vote of the people until 2030 shall be placed on the November 2008 municipal ballot by the City Council. The order of election shall be adopted by the City Council no later than August 8, 2008. Any such ballot measure shall expressly provide that changes to the ULL depicted in Exhibit D that cannot be changed without a vote of the people prior to 2030 shall take effect only following the approval by a majority of the voters of the City at a regularly scheduled municipal election. If the City fails to place such a measure on the ballot, or if a referendum successfully repeals action of the City, this Agreement shall automatically become null and void, except that the parties may agree otherwise concerning the 60 foot strip in the unincorporated territory separating Area 1 from Area 2, as described and depicted in Exhibit D.

4. If the City fails to satisfy the requirements of Section III.A of this Agreement, or if the City is successfully challenged in court on its action as authorized in Agreement Section III.A, this Agreement shall automatically become null and void, excepting the obligations of Agreement Section II.B.

5. If Agreement Section III.A.1 is applicable and the City Council places the matter on the November 2008 ballot rather than adopting the initiative measure without alteration and the initiative does not pass, then this Agreement shall automatically become null and void, excepting the obligations of Agreement Section II.B.

6. If Agreement Section III.A.2 or III.A.3 is applicable, and Agreement Section III.A.1 is not, and if a majority of the voters of the City do not approve the ULL depicted in Exhibit D with the condition that it cannot be changed without a vote of the people until 2030, then this Agreement shall automatically become null and void, excepting the obligations of Agreement Section II.B.

7. Area 4 as described and depicted in Exhibit D (commonly known as "Clark Ranch West") is currently in an Agriculture, Watershed and Open Space land use designation. As a condition of this Agreement, the City will keep this area in open space, recreation, and/or wildlife conservation when the area is annexed to the City and will take all actions necessary to ensure that this property remains in open space, recreation and/or wildlife conservation.

B. Sphere of Influence Amendments of the Subject Parcels

Within ten days of execution of this Agreement, City shall amend its pending application for an amendment of its Sphere of Influence, which was filed with LAFCO in 2007, so that the application is consistent with this Agreement. City shall not pursue any applications with LAFCO for a Sphere of Influence amendment and/or annexation of any properties, other than the Panattoni Property as set forth in Agreement Section II.B, until the preconditions in Agreement Section II.A have been satisfied.

The parties recognize that any expansion of City's Sphere of Influence must be heard and approved by LAFCO. County agrees to provide written support of City's application to expand its Sphere of Influence to include the Subject Parcels described in Exhibits B and C but only if the voters of the City, or the City, as the case may be, first approves adoption of the ULL described in Exhibit D, with the condition that the approval occurred in such a manner that the approved ULL cannot be changed prior to 2030 except by the voters of the City. Otherwise, the County reserves the right to oppose including such parcels within the City's Sphere of Influence. This County obligation to support the City's application to expand its Sphere of Influence for the Subject Parcels is in addition to, and separate from the County's obligation to support any Sphere of Influence amendment necessary to complete the annexation of the Panattoni Property, as required by Agreement Section II.B.

C. Annexation of the Subject Parcels

The parties recognize that expansion of the City by annexation is a matter to be heard and approved by LAFCO. County agrees to provide written support of the City's application to LAFCO for annexation of the Subject Parcels described in Exhibits B and C only if the voters of the City, or the City, as the case may be, have first approved adoption of the ULL described in Exhibit D and further providing that the approval occurred in such a manner that the approved ULL cannot be changed prior to 2030 unless first approved by the voters of the City. Otherwise, the County reserves the right to oppose the annexation of the Subject Parcels. This obligation in support of the City's applications to annex the Subject Parcels is in addition to, and separate from, the obligation to support the annexation of the Panattoni Property as required by Agreement Section II.B.

It is further understood and agreed that nothing contained in this Agreement shall be construed as requiring the County to support annexations of parcels located within the ULL to the City or the inclusion of those parcels in the City's Sphere of Influence, other than the Subject Parcels and the Panattoni Property.

D. Parties to Amend Their Respective General Plans

1. *County Requirements Following Voter Approval of the ULL Depicted in Exhibit D.* The County will amend the Goals, Policies and implementing measures of all applicable maps, tables and diagrams of its General Plan to reflect the City adjusted ULL in a manner that is consistent with Exhibit D, concurrent with the completion of City's obligations described in Agreement Section III.A.

2. **City Requirements if an Initiative Adopting the ULL Depicted in Exhibit D is successful.** The City will amend the Goals, Policies and implementing measures of all applicable maps, tables and diagrams of its General Plan to reflect the City adjusted ULL in a manner that is consistent with Exhibit D, concurrent with the completion of City's obligations described in Agreement Section III.A.

E. City Water Services to the Airport Industrial Specific Plan Area

The City shall continue to provide water service to existing Outside Customers and, upon request, the City shall provide new or increased water service to all Outside Customers under the same terms and conditions under which the City provides water service to City Customers, as provided in Agreement Section II.A.2.a. The City shall provide all new City Customers and all new Outside Customers with water service under the conditions in Exhibit E, attached hereto and incorporated herein by this reference. Nothing in this Agreement shall limit or affect the rights of City water customers for parcels that are located outside the City's limits and the Airport Specific Plan area but within the City's Water Service Area.

F. Property Tax Revenue Sharing Agreements

1. Within 120 days of execution of this Agreement and as a condition of County's support of annexation of the Subject Parcels to City, the parties will enter into an agreement setting forth the method of sharing those incremental real property taxes (the "Tax Revenue Sharing Agreement") generated by the Subject Parcels subsequent to annexation of those parcels to the City. This Tax Revenue Sharing Agreement will become effective only upon annexation of the Subject Parcels to the City. The Tax Revenue Sharing Agreement shall provide that the City and County will each receive forty-seven and one-half percent (47.5%) of the property tax increment, with the American Canyon Fire Protection District, a subsidiary special district of the City receiving five percent (5%). The Agreement shall expressly provide that the City's proposed annexation of parcels within the voter approved ULL, other than the Subject Parcels and the Panattoni Property, are not subject to the Tax Revenue Sharing Agreement.

2. Within 120 days of execution of this Agreement and as a condition of County's support of annexation of the Panattoni Property to City, the parties will enter into a separate Tax Revenue Sharing Agreement setting forth the method of sharing those incremental real property taxes generated by the Panattoni Property subsequent to annexation of those parcels to the City. This Tax Revenue Sharing Agreement will become effective only upon annexation of the Panattoni Property to the City. The Tax Revenue Sharing Agreement shall provide that the City and County will each receive forty-seven and one-half percent (47.5%) of the property tax increment, with the American Canyon Fire Protection District, a subsidiary special district of the City receiving five percent (5%). The Agreement shall expressly provide that the City's proposed annexation of parcels within the approved ULL, other than the Subject Parcels and the Panattoni Property, are not subject to the Tax Revenue Sharing Agreement.

G. Return of Tax Revenues

1. Any party who violates one or more of the provisions contained in Agreement Section III.G.2. shall return to the other party the following incremental property tax revenues the offending party has received and will receive pursuant to the Tax Revenue Sharing

Agreements referenced in Agreement Section III.F.1 and III.F.2:

- a. All such property tax revenues received for the four (4) fiscal years prior to the fiscal year in which the violation occurred; and
- b. All such property tax revenues received for the fiscal year in which the violation occurred; and
- c. All such property tax revenues received in all future fiscal years following the fiscal year in which the violation occurred (i.e. in perpetuity).

2. A violation of the Agreement triggering Agreement Section III.G shall be deemed to have occurred if any of the following occurs:

- a. The ULL described and depicted in Exhibit D is changed on or before January 1, 2030, by the City, by the passage of an initiative measure placed on the ballot by the City, or by the passage of an initiative measure which resulted from a successful petition circulated by registered voters of the City which qualifies for the ballot.

- b. The City files an application with LAFCO prior to January 1, 2030 seeking to expand the City's Sphere of Influence to include parcels outside the ULL described and depicted in Exhibit D.

- c. The County fails to support the City's Sphere of Influence application and related annexation of the Subject Parcels in the manner and within the timeframes contemplated by this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to require any member of the County Board of Supervisors to vote in any certain manner when sitting as a Commissioner on LAFCO.

- d. The City fails to provide a water service will-serve letter to any person or entity requesting such a letter in a manner that is consistent with the terms of this Agreement. If City fails to provide such a will-serve letter within 90 days after receiving a request for such a letter, and if a mutual agreement between the City and the property owner making the request to extend that 90 day period for up to an additional 180 days has not been executed within the original 90 day period, then it shall be conclusively presumed that the City has violated the requirement to provide water service will-serve letters upon request. This paragraph shall not apply if during that entire 90 day period the City has in effect a policy of refusing to provide water service to all new City Customers, and of refusing to provide increased levels of water to all existing City Customers, due to factors relating to water shortages encountered by the City. When said policy ceases to be applied, a requirement to provide the requested will-serve letters within the 90 day period following the termination of the policy shall automatically go into effect.

- e. The City fails to provide water service to, or unlawfully discriminates against any Outside Customer in the provision of water services, or the City otherwise does not provide water service to any Outside Customer in a manner that is consistent with this Agreement. However, the amount of water service that the City is obligated to provide shall be subject to the City's Zero Water Footprint Methodology, provided the City applies this Zero

Water Footprint Methodology equally to City Customers and Outside Customers in a manner that does not result in conditions of approval that differ between similarly situated Outside Customers and City Customers. The list of Water Conditions that the City will impose on all parcels for which new water service is requested is attached to this Agreement as Exhibit E, and a copy of the Zero Water Footprint Methodology is attached to this Agreement as Exhibit F. The process for Outside Customers to appeal conditions imposed by the City as a result of implementing the Zero Water Footprint Methodology is described in Exhibit G to this Agreement. Exhibits E, F and G are incorporated herein by this reference and may only be changed upon mutual consent of the parties.

f. The City imposes a requirement that any future Outside Customer, other than the owner or owners of record of the Subject Parcels, must consent to, or waive objection to, annexation of his, her, or its parcel to the City as a condition of receiving water services from the City.

g. The County amends its Airport Specific Plan prior to 2030 to allow residential uses in the Airport Specific Plan area.

II. Development of Parcels

As a precondition to the grant of final entitlements to any of the Subject Parcels or the Panattoni Property that are not challenged within the applicable statute of limitations, the party having land use authority over that parcel shall ensure that all of the following are accomplished conditions of approval, either through a development agreement or a reimbursement agreement:

1. Subject to any claims the County is obligated to perform related to the Montalcino Project (Napa County Use Permit #98177-UP and #P05-0220-MOD), traffic mitigation fees attributable to the Subject Parcels and the Panattoni Property that the County receives pursuant to its Airport Industrial Area Traffic Mitigation Program, to the extent those parcels are developed in the unincorporated area shall be placed in a restricted account, if not already appropriated and expended by the County. All such fees shall be placed in a segregated account by the County Auditor and may only be disbursed to construct improvements to and/or extend Devlin Road from Tower Road to Airpark Road, as depicted in Exhibit I (attached to this Agreement and incorporated herein by this reference), including the construction of a two lane bridge ("Bridge") including pedestrian and bike lanes across Fagan Creek. If any of the Subject Parcels or the Panattoni Property is annexed to the City prior to development same, then the City shall pay to the County the amount of fees the County would have collected under the Airport Industrial Area Traffic Mitigation Program had that parcel been developed in the unincorporated area. City's obligation to pay those fees shall be due and payable within ten days of (1) issuance of the building permit or (2) whenever development would have triggered payment of the traffic mitigation fee under the County's Airport Industrial Area Traffic Mitigation Program had the parcel been developed in the unincorporated area, whichever date is earlier. The fees shall be used by the County to offset costs to construct improvements to and/or extend Devlin Road as described in this Agreement, or to reimburse County for expenditures it may have previously made toward the design and construction of Devlin Road in the event development on these parcels lags any portion of the development of Devlin Road.

2. The County shall take appropriate steps to ensure that the Devlin Road and Bridge are completed prior to 2018. This shall include the design, acquisition of right-of-way and construction of the Devlin Road extension and Bridge (including pedestrian and bike lanes) over Fagan Creek.

3. Development of the Headwaters property shall be conditioned upon dedication of a secondary public access road to support the Airport. That access road shall at a minimum be a Type H Collector including two travel lanes, parallel parking, and consisting of 56 feet of public right-of-way in accordance with Napa County Road and Street Standards.

4. The parties further agree that in order to implement the provisions of Agreement Sections III.H.1, III.H.2 and III.H.3, the Public Works Directors of the City and the County shall annually report to their respective entities with respect to the generation of all traffic revenue within the affected area and their expenditures to accomplish the described improvements.

PART IV. GENERAL PROVISIONS

A. Warranty of Legal Authority

Each party warrants and covenants that it has the present legal authority to enter into this Agreement and to perform the acts required of it hereunder. If any party is found to lack the authority to perform the acts required of it hereunder or is prevented from performing the acts by a court of competent jurisdiction, then this Agreement shall be null and void.

B. Assignment/Delegation

Neither party hereto shall assign or transfer any benefit or obligation of this Agreement without the prior written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

C. Severability

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

D. Waiver

Any waiver (express or implied) by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach.

E. Venue

This Agreement shall be governed and construed in accordance with the laws of the State of California. Any claim, action, arbitration or other proceeding arising from this Agreement shall be initiated and conducted only in the County of Napa.

F. Notices

All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt

requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the addresses set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this Paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

City of American Canyon:
City Manager
300 Crawford Way
American Canyon, California 94503

With copy to:
City Attorney
Law Offices of William Ross
400 Lambert Street
Palo Alto, California 94306

County of Napa:
Napa County Executive Officer
1195 Third Street, Suite 310
Napa, CA 94559

With copy to:
Napa County Counsel
County of Napa
1195 Third Street, Suite 301
Napa, CA 94559

G. Amendment

This Agreement may only be amended in writing by an amendment authorized by the City Council and County Board of Supervisors, except as provided in Agreement Section IV.K below.

H. Recitals Adopted

The parties hereby agree to, and adopt, the Agreement recitals as portions of the Agreement.

I. Termination for Cause

Either party may terminate this Agreement for cause of non-performance. Such termination shall be based upon ninety (90) days notice given to the other party in the manner set forth in Agreement Section IV.F. Such notice shall also constitute a notice of default, which shall provide the defaulting party with an automatic right to cure the default within sixty (60) days.

J. Joint Defense in Event of Third Party Challenges to the Agreement

In the event of a third party challenge of any type to this Agreement, the parties agree to jointly

defend the validity and implementation of the Agreement.

K. Extension of Dates by Mutual Agreement

The dates provided for the performance of any of the terms of this Agreement may be changed and/or extended by mutual written agreement of the parties, the City acting through its City Manager and the County acting through its County Executive Officer.

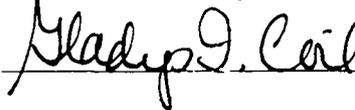
L. Entire Agreement

This document is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. This Agreement may be executed in two counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

COUNTY OF NAPA
By: 
BRAD WAGENKNECHT,
Chair of the Board

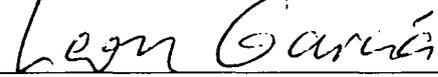
ATTEST: Gladys I. Coil
Clerk of the Board of Supervisors

By: 

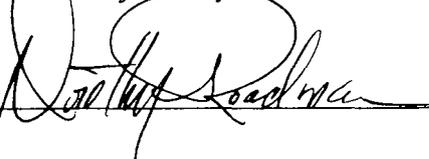
APPROVED AS TO FORM:
ROBERT WESTMEYER, County Counsel

By: 

CITY OF AMERICAN CANYON

By: 
LEON GARCIA,
Mayor

ATTEST: Dorothy Roadman
American Canyon City Clerk

By: 

APPROVED AS TO FORM:
WILLIAM D. ROSS, City Attorney

By: 

EXHIBIT A

Legal Description of Panattoni Parcel

Commencing at the southwest corner of the 0.504 acre parcel of land described in the Deed to the State of California, recorded January 27, 1949 in Book 301 at page 69 of Official Records of Napa County; thence along the western line of the lands of said State of California; northerly along a curve to the left, from a tangent that bears N 0°12'55.6"W having a radius of 9910 feet, through a central angle of 2°16'39.4" an arc distance of 393.94 feet; thence N02°29'35"W 16.21 feet to a point on the south line of a 0.16 acre parcel of land described in Exhibit "B" of the Grant Deed recorded at series number 1993-037831 in the office of the Napa County Recorder; thence N63°49'30"W along the south line of said parcel 31.32 feet; thence N84°18'26"W along said south line 35.36 feet; thence N02°26'14"W to the centerline of Kelly Road South as shown on Exhibit "B" as shown on the Grant Deed recorded at series number 1993-037831 in the office of the Napa County Recorder; thence S87°25'31"W along said centerline 28.33 feet to a curve concave to the south, having a radius of 250 feet; thence westerly and southerly along said curve through a central angle of 33°41'24" an arc length of 147.00 feet; thence S53°44'07"W 376.66 feet to the beginning of a curve concave to the northwest, having a radius of 1000.00 feet; thence southerly and westerly along said curve through a central angle of 12°48'50" an arc length of 223.64 feet; thence S66°32'57"W 117.18 feet to the eastern line of a 35.29 acre parcel of land described in Exhibit "A" of the Grant Deed recorded at series number 1993-037831 in the Office of the Napa County Recorder; thence S08°41'22"E along said eastern line 65.93 feet to the southeast corner of said parcel; thence S61°04'46"W along the southern line of said parcel, 36.24 feet; thence S8°35'53"E 115.44 feet to the beginning of a curve concave to the west having a radius of 1000.00 feet; thence southerly along said curve through a central angle of 13°38'08" an arc length of 237.99 feet; thence S05°02'15"W 494.58 feet to the beginning of a curve concave to the northwest having a radius of 475.00 feet; thence southerly along said curve through a central angle of 51°02'54" an arc length of 423.21 feet; thence S56°05'09"W 312.76 feet to the northeastern line of the Napa Valley Branch of the Southern Pacific Railroad and/or the San Francisco, Napa and Calistoga Railway; thence S27°45'25"E along the northeastern line of said railway 282.16 feet to the south line of the 397.75 acre tract of land described as Parcel One in the Deed to Louis Gonsalves, et ux, recorded July 13, 1944 in Book 211 at Page 476 of Official Records of Napa County; thence east along the south line of said 397.75 acre parcel of land to the southwestern corner of the parcel of land described in the Deed to Ray L. Welch, et ux, recorded December 7, 1953 in Book 428 at page 398 of Official Records of Napa County; thence along the western line of the land of said Welch, N00°36'30"E 582.14 feet to the southwestern corner of the 2.5 acre parcel of land described in the Deed to Arthur C. Pollard, et ux, recorded June 23, 1947 in Book 271 at page 168 of Official Records of Napa County; thence along the western line of the Land of Pollard, N28°36'W 124.4 feet and N17°04'E 302.3 feet to the southwestern corner of the 3.54 acre parcel of land described in the Deed to James K. Pendery, et ux, recorded November 13, 1947 in Book 278 at page 403 of Official Records of Napa County; thence along the western line of the lands of said Pendery N00°36'E 468.30 feet, more or less, to the southeastern corner of the 1 acre parcel of land described in the Deed to William Gonsalves, et ux, recorded November 13, 1961 in Book 640 at page 583 of Official Records of Napa County; thence along the southern line of the land of said Gonsalves, N89°24'W 208 feet to the southwestern corner thereof; thence along the western line of said land N00°36'E, 208 feet to the northwestern corner thereof; thence along the northern line of said land S89°24'E 208 feet to the northeastern corner thereof, said corner also being the northwestern corner of the land of James K. Pendery, above referred to; thence along the northern line of the land of said Pendery S89°24'E, 203.76 feet, more or less, to the point of beginning.

APN 057-090-076

Commencing at the southeasterly corner of the lands of the South Napa Waste Management Authority (S.N.W.M.A.) Exhibit "A" recorded November 19, 1993 as Instrument Number 1993-037831 in the office of the Napa County Recorder and shown on the Record of Survey of a portion of the lands of South Napa Waste Management Authority (S.N.W.M.A.) recorded February 25, 1997 in Book 31 of Surveys at Pages 8-10 in the office of the Napa County Recorder; thence South $61^{\circ} 04' 46''$, 36.24 feet to the TRUE POINT OF BEGINNING; thence from said true point of beginning South $08^{\circ} 35' 53''$ East 115.44 feet to the beginning of a curve concave to the west having a radius of 1000.00 feet; thence southerly along said curve through a central angle of $13^{\circ} 38' 08''$ an arc length of 237.99 feet; thence South $05^{\circ} 02' 15''$ West 494.58 feet to the beginning of a curve concave to the northwest having a radius of 475.00 feet; thence southerly along said curve through a central angle of South $51^{\circ} 02' 54''$ an arch length of 423.21 feet; thence South $56^{\circ} 05' 09''$ West to the northeastern line of the Napa Valley Branch of the Southern Pacific Railroad and/or the San Francisco, Napa and Calistoga Railway; thence northwest along the northeastern line of the Napa Valley Branch of the Southern Pacific Railroad and/or the San Francisco, Napa and Calistoga Railway to the southerly corner of the said South Napa Waste Management Authority parcel; thence northeasterly along the southeasterly boundary of the South Napa Waste Management Authority to the TRUE POINT OF BEGINNING.

APN 057-090-075

EXHIBIT B

Legal Description of Headwaters Parcel

Beginning at the intersection of the south line of the land described in the Deed to the County of Napa recorded December 31, 1986 in Book 1489 at page 213 in the office of the Napa County Recorder and the southwest line of the Napa Valley Branch of the Southern Pacific Railroad and/or the San Francisco, Napa, and, Calistoga Railway; thence South 75°30'04"West along the south line of the said lands of Napa County 4509.24 feet to the southwest corner of said lands of Napa County, said corner also being a point on the western line of the Lands of Louis Gonsalves described as Parcel One in the deed to Louis Gonsalves, et ux, recorded July 13, 1944 in Book 211 at page 476 of official records of Napa County; thence southerly along the western line of said land to the southwestern corner thereof, thence east along the south line of said 397.75 acre parcel of land to the southwestern line said Railway; thence northwesterly along the southwestern line of said Railway to the Point of Beginning.

APN 057-090-069

EXHIBIT C

Legal Description of Atkins Parcel

Commencing at the Southeastern corner of the 140.04 acre tract of land described in the Deed to Steve O. Atkins, et al, recorded January 4, 1954, in book 430, Page 186 Official Records of Napa County, running thence South 87 degrees 54 minutes 30 seconds West, along the Southern line of said tract, 859.82 feet to the Northeastern Right of Way line of the Santa Rosa Branch of the Southern Pacific Railroad; thence North 68 degrees 44 minutes 48 seconds West, along said Northeastern line, 90.77 feet to the most Southerly corner of that certain 52.95 acre tract of land described in the Deed to County of Napa recorded August 16, 1956, in book 521 of Official Records at page 292; thence along the Easterly line of said 52.95 acre tract of land, North 21 degrees 38 minutes East 1919.15 feet to the most Northerly corner of said 52.95 acre tract; being a point in the Southern line of the Napa County Airport as described in the Judgment of Condemnation recorded April 12, 1944 in book 208, page 364, Official Records of Napa County; thence North 76 degrees 08 minutes 23 seconds East along said Southern line, 281.89 feet to the Northeastern corner of the 140.04 acre tract above referred to; thence South 1 degree 03 minutes 57 seconds West, along the Eastern line of said tract, 1859.55 feet to the point of commencement.

Excepting from said Parcel One an undivided 1/2 interest in and to all of the oil, gas and other minerals and mineral rights of whatsoever nature, as granted to Charles I. Joens, et ux, in Deed recorded March 17, 1967, in book 762 of Official Records, at page 759, Napa County Records.

APN 057-040-007

EXHIBIT D

Legal Description - Proposed Urban Limit Line for American Canyon, CA

AREA #1:

A portion of Township 4 North, Range 3, 4, and 5 West, Mount Diablo Base and Meridian (and also being shown on the attached plat entitled "Plat of Description - Proposed American Canyon, CA. Urban Limit Line" attached hereto, for illustrative purposes only, as EXHIBIT "D-1"), more particularly described as follows:

BEGINNING at a t-bar and tag stamped "R.C.E. 6250", marking the westernmost corner of Parcel B-1, as shown on the map entitled "Survey and Division of the Madigan Ranch in Napa County and Solano County, California", filed December 17, 1971 in Book 3 of Parcel Maps at Page 67-68 in the office of the County Recorder of Napa County, California, all further references to filing or recording being made to said Napa County Recorder unless otherwise stated for purposes of this description; said Point of Beginning being a point on the Napa - Solano County line; thence westerly along said Napa - Solano County line 9460± feet to the southwest corner of Parcel A as shown on the map entitled "Final Map of Napa Meadows Unit 8" filed July 27, 2000 in Book 22 of Record Maps at Page 10-15 in the office of the County Recorder of Napa County, California; thence northerly along the extended westerly line of Parcels A, C & B as shown on said "Final Map of Napa Meadows Unit 8" 1900± feet to the southeast corner of the lands known as "Napa Meadows Unit 7" as shown on the map entitled "Final Map of Napa Meadows Unit 7" filed October 26, 2000 in Book 22 of Record Maps at Page 27-33 in the office of the County Recorder of Napa County, California; thence westerly and northwesterly along the southerly and extended westerly lines of said "Napa Meadows Unit 7" to a t-bar and tag stamped "R.C.E. 6250" at the easterly terminus of a line labeled "N87°45'00"W 187.83'" marking a point on the easterly line of the lands of Pauline Burastero, et al, as shown on the map entitled "Record of Survey of the lands of American Canyon Sanitary Land Fill Co., Inc., and the lands of Pauline Burastero, et al" filed May 31, 1974 in Book 18 of Surveys at Page 71; thence westerly, northerly and westerly along the lines of said lands of Pauline Burastero, et al 9700± feet to a ¾" iron pipe stamped "R.C.E. 3389" marking the northwest corner thereof, said point being also the southwest corner of the 58.49 acre parcel of land described in the Judgment and Final Order of Condemnation filed February 15, 2006 and recorded as Document No. 2006-0005485; thence northerly and easterly along the lines of said 58.49 acre parcel of land 2016± feet to a ¾" iron pipe stamped "R.C.E. 11649" marking the southwest corner of Parcel 1 as shown on the map entitled "Parcel Map of the lands of Louis O. Wurz Jr., et al and Covenant Presbyterian Church of Napa" filed December 1, 1986 in Book 15 of Parcel Maps at Page 20; thence northerly along the westerly line of said Parcel 1, 2280± feet to the northwest corner thereof, said northwest corner being also the southwest corner of Parcel One as shown on the map entitled "Parcel Map of the Lands of Napa Mill Development Company..." filed October 12, 2006 in Book 25 of Parcel Maps at Page 29-32; thence northerly along the West line of said Parcel One 575± feet to the southerly right of way line of Green Island Road; thence westerly along said southerly right of way line of Green Island Road 1510± feet to the intersection with the extended westerly line of the lands of All Technical Engineering & Construction, Inc, as shown on the map entitled "Record of Survey of the lands of All Technical Engineering & Construction, Inc.", filed October 6, 1978 in Book 20 of Surveys at Page 88; thence northerly along the extended westerly line of said lands of All Technical Engineering & Construction, Inc. 1820± feet to the southerly line of the lands described in the Grant Deed filed October 11, 2005 and recorded as Document No. 2005-0041461; thence northwesterly and northeasterly along said lands 2010± feet to the northwest corner thereof; thence northeasterly along the northerly line of said lands 282± feet to the northeast corner thereof; thence southerly along the easterly line of said lands 545± feet to the northwest corner of the lands described in the Grant Deed filed September 7, 2006 and recorded as Document No. 2006-0031319; thence northeasterly along the northerly line of said lands 4510± feet to the northeastern corner thereof; said

corner being a point on the southwesterly right of way line of the Napa Valley Branch of the Southern Pacific Railroad right of way; thence southeasterly along said southwesterly right of way line 1510± feet to the intersection with the extended southerly line of the lands of S.N.W.M.A. as shown on the map entitled "Record of Survey of South Napa Waste Management Authority..." filed February 25, 1997 in Book 31 of Surveys at Page 8-10; thence northeasterly along said southerly line 1250± feet to the southerly right of way line of Kelly Road South, as shown on the same map entitled "Record of Survey of South Napa Waste Management Authority..."; thence northeasterly along said southerly right of way line 850± feet to the westerly right of way line of State Highway 29; thence southerly along said westerly right of way line 350± feet to the northeast corner of the lands described in the Grant Deed filed August 16, 2007 and recorded as Document No. 2006-0028706; thence westerly along the northerly line of said lands 225± feet to the northwestern corner thereof; said northwestern corner being also the northeastern corner of the lands described in the Grant Deed filed November 13, 1961 and recorded in Book 640 at Page 583; thence westerly along the northerly line of said lands 208± feet to the northwestern corner thereof; thence southerly 208± feet to the southwesterly corner thereof; thence easterly 208± feet to the southeasterly corner thereof, said southeasterly corner being also a point on the westerly line of the aforementioned lands described in the Grant Deed filed August 16, 2007 and recorded as Document No. 2006-0028706; thence southerly along said westerly line 468± feet to the southwestern corner thereof; thence easterly along the extended southerly line of said lands 380± feet to a point on the easterly right of way line of State Highway 29, said easterly right of way line of State Highway 29 being also the westerly line of Parcel C as shown on the map entitled "Parcel Map of the lands of Security Owners Corporation..." filed August 24, 1995 in Book 21 of Parcel Maps at Page 50-51; thence southerly along said westerly line of Parcel C 3460± feet to the southwestern corner thereof; thence easterly along the southerly line of said Parcel C 2500± feet to the southeastern corner thereof, said southeastern corner being also a point on the westerly line of Parcel One as described in the Corporation Grant Deed filed December 31, 1997 and recorded as Document No. 1997-031470; thence northerly along said westerly line 375± feet to the northwestern corner thereof; thence easterly along the northerly line of said Parcel One 1678± feet to the northeastern corner thereof; thence southerly along the extended easterly line of said Parcel One 3580± feet to the a point on the northerly line of the lands of John D. & Lorraine D. Cantoni as shown on the map entitled "Record of Survey of the lands of John D. & Lorraine D. Cantoni" filed April 23, 1980 in Book 21 of Surveys at Page 69; thence leaving said northerly line 2200± feet to a nail and tag stamped "R.C.E. 15390" in a corner post at the northerly terminus of a line labeled "N40°13'46"E 2463.39'" on said map; thence southwesterly along the last mentioned line 1300± feet to the point of intersection with the northerly extension of the line labeled "N9°56'50"W 1007.63'" shown on the map entitled "Record of Survey of the lands of Amcan Land Holdings Inc..." filed February 18, 1999 in Book 32 of Surveys at Page 34; thence southerly along said extended line labeled "N9°56'50"W 1007.63'" 3460± feet to the southerly terminus thereof, said line terminus being also a point on the easterly line of Parcel One as described in the Grant Deed filed January 25, 2007 and recorded as Document No. 2007-0002762; thence southeasterly along said easterly line 2600± feet to a point on the southerly line of said Parcel One, said point being also the northwest corner of the lands of Palm, marked by a ½" rebar and tag stamped "L.S. 4510" as shown on the map entitled "Parcel Map of the lands of a portion of the lands of Mary C. Avilla" filed December 10, 1986 in Book 15 of Parcel Maps at Page 23-24; thence southerly along the extended westerly line of said lands of Palm 350± feet to the southerly right of way line of American Canyon Road; thence westerly along said southerly right of way line of American Canyon Road 170± feet to a t-bar and tag stamped "R.C.E. 6250", marking the northeastern corner of Parcel B, as shown on the map entitled "Survey and Division of the Madigan Ranch in Napa County and Solano County, California", filed December 17, 1971 in Book 3 of Parcel Maps at Page 67-68; thence southwesterly, northeasterly, southerly and southwesterly along the eastern line of said Parcel B 5100± feet to a t-bar and tag stamped "R.C.E. 6250", marking the westernmost corner of Parcel B-1 as shown on said map entitled "Survey and Division of the Madigan Ranch in Napa County and Solano County, California", said point being the TRUE POINT OF BEGINNING.

AREA #2 :

BEING that 62.779 acre parcel designated "American Canyon County Water District" as shown on the map entitled "Record of Survey of the lands of American Canyon Sanitary Land Fill Co., Inc., and the lands of Pauline Burastero, et al" filed May 31, 1974 in Book 18 of Surveys at Page 71 in the office of the County Recorder at Napa County, California.

AREA #4 :

A portion of the lands of Pauline Burastero, et al as the same is shown on the map entitled "Record of Survey of the lands of American Canyon Land Fill Co. ...and of the lands of Pauline Burastero, et al" filed May 31, 1974 in Book 18 of Surveys at Page 71 in the office of the Recorder of Napa County, California, more particularly described as follows:

BEGINNING at a ¾" iron pipe tagged "R.C.E. 3389" marking the northeast corner of the lands of Pauline Burastero, et al as shown on the map entitled "Record of Survey of the lands of American Canyon Land Fill Co. ...and of the lands of Pauline Burastero, et al" filed May 31, 1974 in Book 18 of Surveys at Page 71 in the office of the Recorder of Napa County, California; thence along the northerly line of said lands of Burastero N 89°14'40" W 1318.94 feet to an angle point on said northerly line; thence leaving said northerly line S 3°46'32" E 790.22 feet to a point on the northerly right of way line of Eucalyptus Drive; thence along said northerly right of way line of Eucalyptus Drive S 89°46'10" E 1365.83 feet to the intersection of the northerly right of way line of Eucalyptus Drive with the easterly line of said lands of Burastero; thence along the easterly line of the lands of Burastero N 7°16'00" W 782.90 feet to the POINT OF BEGINNING.

EXHIBIT E

Water Conditions To Be Imposed On All Parcels (City Customers and Outside Customers) For Which New Water Service is Requested

The City of American Canyon ("City") may impose the conditions listed below on new water services for Outside Customers by including these conditions in the "will-serve" letters that the City provides to such Outside Customers, but only if the City also imposes the same conditions on all new water services for parcels with similar uses within the City's limits. The County shall include these same conditions in all new land use development permits for parcels within the Airport Industrial Area Specific Plan area.

1. **City Capacity Fees and Conditions of Approval for Water Service.** Capacity Fees charged for parcels within the City's Water Service Area shall be established by the City and will be periodically reviewed and updated. Capacity Fees (also known as Connection Fees) will be uniform throughout the Water Service Area, regardless of whether the parcel to which the fee applies is inside or outside the City's Limits. The Capacity Fee and any conditions on new water service will be determined based on the Water Supply Report, which shall contain the analysis described in Part II.C. of Exhibit "F" of this Agreement, and which will be consistent with the City's Zero Water Footprint Policy, adopted by the City on October 23, 2007.

2. **Cost of Water Service.** The cost of new water service shall be imposed through the capacity fees in the City's Ordinance 2007-09 or through new capacity fees approved by the County and enacted in a new City ordinance. However, if the Water Supply Report finds, consistent with the City's Zero Water Footprint Policy (see Exhibit F), that the City will have to obtain additional water supplies to meet "dry year" shortfalls, then the cost of water to meet such "dry year" shortfalls will be the sole responsibility of the Applicant. In determining whether or not such "dry year" shortfalls will occur, the City shall include in the base supplies available to the City during "dry years" the new water supplies that have been or will be included in the calculations used to set the City's Capacity Fees and water rates. The City will conclude that "dry year" shortfalls will occur only if such base supplies will not be adequate to meet anticipated "dry year" demands. The City may not impose any costs on the Applicant under this section to reimburse the City for any capital or operating costs that have been or will be included in the calculations used to set the City's Capacity Fees or water rates. The City may impose the additional costs described in the preceding sentence on Outside Customers only if the City also imposes such additional costs uniformly on City Customers.

3. **Maximum Allowable Water Use.** Water received from the City for use on parcels within the Airport Industrial Area Specific Plan area and on parcels with similar uses within the City's limits shall be limited to an average of 650 gallons of water per day per acre (measured monthly), and Applicants for new or increased City water service for all such parcels shall be required to demonstrate to the City while the City is preparing the Water Supply Report for the Applicant the maximum extent to which the Applicant can further reduce its water consumption by applying the following best management practices:

- No Flow or Low Flow Fixtures. These Applicants shall be required to install no flow or low flow water fixtures, and to implement other reasonable water conservation measures that are described in the City's Water Conservation Guidelines adopted in the City's Resolution No. 2008-08 or in new City water conservation guidelines approved by the County and adopted in a new City ordinance or resolution.
- Drought Tolerant Landscape & Irrigation with Recycled Water. These Applicants shall be required to use only drought tolerant landscaping, and they may only irrigate landscaped areas with recycled water, when it is available.
- Purple Pipe. These Applicants shall be required to dual plumb their buildings and install "purple pipe" in all landscape areas in anticipation of the availability of recycled water and shall use the recycled water when available.
- These Applicants shall follow the water conservation methods that are described in the Water Conservation Guidelines adopted in the City's Resolution No. 2008-08 or in new City water conservation guidelines approved by the County and adopted in a new City ordinance or resolution.

The City may apply the provisions of this Paragraph 3 to Applicants for new or increased City water service for parcels within the Airport Industrial Area Specific Plan area only if the City also uniformly applies these provisions to all Applicants for new or increased City water service for parcels with similar uses within the City's limits.

4. **Water Offsets.** Applicants for City water service for parcels within the Airport Industrial Area Specific Plan area and for parcels with similar uses within the City's limits that wish to use more than an average of 650 gallons of water per day per acre (measured monthly) shall offset the proposed water use over 650 gallons per day per acre (measured monthly) through the use of one or more options that are made available by the City to the Applicants. These options include, but are not limited to, retrofitting of existing residences with low flow fixtures, purchase of otherwise developable land as permanent open space, or acquisition of other water supply resources as provided for by a water supply analysis that follows the Zero Water Footprint Methodology described in Exhibit F. The City shall make all such options available uniformly to Applicant for City water service for parcels within the Airport Industrial Area Specific Plan area and for parcels with similar uses within the City's limits, and that seek such offsets.

5. **Drought Restrictions.** To the extent permitted by law, the City may curtail or ration the use of water provided by the City below the limit of 650 gallons per day per acre (measured monthly) in dry years through the imposition of drought restrictions that are uniformly applied throughout the City's Water Service Area.

EXHIBIT F

Zero Water Footprint and Water Supply Report Methodology

I. PURPOSE

To implement the Zero Water Footprint Policy adopted by the City Council on October 23, 2007. In this policy, "Zero Water Footprint" is defined as:

"No loss in reliability or increase in water rates for existing water service customers due to requested increased demand for water within the City's Water Service Area."

II. PROCEDURES

- A) Initial Request.** Applicants for all projects requiring additional water supplies from the City of American Canyon, either inside City limits or in the City's Water Service Area but outside of City limits, shall complete a water supply worksheet estimating average and peak use for indoor and outdoor uses and provide the completed worksheet to the City's Engineering Division.
- B) Evaluation of Water Footprint.** The Engineering Division shall evaluate the water footprint of the project, using the water supply worksheet provided by the Applicant, to determine whether a Water Supply Report is required. A Water Supply Report will not be required if the project meets the adopted Zero Water Footprint definition. This can be accomplished by projects with no additional water demand or by projects which offset increased water demand by off-site conservation measures.
- C) Water Supply Report.** A Water Supply Report shall be prepared for all projects that do not meet the adopted Zero Water Footprint definition. The Water Supply Report shall be prepared by the City of American Canyon at the cost of the project applicant. The Water Supply Report shall be substantially in the form of the report approved in the City's Resolution No. 2008-02, or in a new form approved by the County and approved by the City in a new resolution and shall include the following analysis:
- 1) Water service request
 - a) Description of project
 - b) Water service request
 - (i) Average Daily Demand
 - (ii) Peak Day Demand
 - c) Conservation Measures Included in Project
 - 2) Consistency
 - a) Urban Water Management Plan
 - b) Recycled Water Facilities Plan
 - c) Water Conservation Implementation Guidelines
 - 3) Water footprint
 - a) Zero Water Footprint Definition
 - b) Project's impact on reliability
 - c) Project's impact on rates

- d) Project's water footprint
- 4) Project's contribution
 - a) Capacity fee
 - b) Reimbursable improvements
- 5) Capital program status
 - a) Summary
 - b) System planning status
 - c) Water supply
 - (i) Water supply implementation status
 - (ii) Water supply alternatives
 - d) Water treatment
 - (i) Water treatment implementation status
 - (ii) Water treatment alternatives
 - e) Water storage, transmission, and distribution status
 - f) Water capital program financial status
- 6) Vineyards analysis
 - a) Vineyards decision
 - b) Facts with respect to solutions to water supply problems
 - c) Water supply over the life of the project
 - d) Impacts of likely future water sources
 - e) Possible replacement sources and their impacts
- 7) Recommended mitigations
 - a) Long term water mitigations
 - b) Short term water mitigations
- 8) Opportunities to reduce project's water footprint
 - a) On-site conservation opportunities
 - b) Off-site conservation opportunities

D) Applicant Review of Water Supply Report. The Water Supply Report, once approved by the City, will be furnished to the project applicant. If the applicant elects to revise the project to reduce the water footprint, the Water Supply Report may be revised at the applicant's cost.

E) Water Will Serve Letter. Water will-serve letters are required for projects outside of the Napa Valley Gateway project limits that are requesting increased water services from the City. The Napa Valley Gateway project is subject to the terms and conditions of a will-serve letter for the entire project agreed upon between the City of American Canyon and Charles Slutzkin of Napa Valley Gateway Limited in a will-serve letter agreement dated December 13, 2002. So long as the terms and conditions of that will-serve letter agreement are complied with, developments of parcels within the Napa Valley Gateway project limits will not require any Water Supply Report or additional will-serve letters.

EXHIBIT G

Appeal Procedure: Zero Water Footprint Methodology

1. **Grounds for Appeal- Conditions of Approval.** If the water service application is for a parcel outside the City's limits, then the City shall, within 30 days of receipt of such application, provide to the Applicant and the County any conditions of approval that the City proposes to impose on the parcel at least 90 days before imposing the conditions of approval.

Conditions of approval that result from the Water Supply Report and that the City proposes to include in a water service will-serve letter that will be issued by the City for a parcel outside of the City's limits may be appealed by an Applicant under the process described in Section 3 below.

2. **Exceptions:** An appeal may not challenge water rates imposed by the City that are consistent with *Hansen v. City of San Buenaventura* (1986) 42 Cal.3d 1172, and the City's Ordinance 2007-13. An appeal also may not challenge Capacity Fees that are set pursuant to the City's Ordinance 2007-09, or new capacity fees approved by the County and enacted in a new City ordinance.

3. **Appeal Process and Appeal Panel.** An appeal of water service conditions of approval that the City proposes for a parcel outside the City's limits may be filed within ninety (90) days after the proposed conditions are forwarded to the Applicant and the County for inclusion in a development permit. The appeal will be heard by the panel described in the following paragraph, and this panel will determine whether any of the conditions under appeal is inconsistent with any provision of this Agreement.

The Appeal Panel will be made up of one member selected by the County Executive Officer, one member selected by the City Manager and one member selected by the two appointed members. If the two appointed members cannot agree on the third member, the name of each candidate shall be placed in a hat to be drawn for selection. The decision of the Appeal Panel will be final, but subject to judicial review pursuant to Code of Civil Procedure section 1094.5. The reasonable cost of the Appeal Panel shall be borne by the Applicant.

Being a portion of that parcel of land conveyed to the Brown Trust by deed filed November 4, 1987 and recorded in Book 1547 of Official Records at Page 932 in the office of the Recorder of Napa County, California; being also a portion of Parcel "B" as shown on the Record of Survey filed February 24, 1960 and recorded in Book 5 of Surveys at Page 59 in the office of the Recorder of Napa County, California, and also shown on the "Plat of Description" attached hereto and made a part hereof by reference; more particularly described as follows:

A STRIP OF LAND, 68 feet wide, the centerline of which is described as follows:

BEGINNING at a point on the northerly line of the aforementioned lands of Brown, said point being also the southerly terminus of the centerline of "Devlin Road", as shown on the Final Map filed February 19, 1999 and recorded in Book 21 of Record Maps at Page 30 - 33 in the office of the Recorder of Napa County, California; said point being also a point on a compound curve concave to the northwest having a radius of 585.00; thence southerly 182.85 feet along said curve through a central angle of $17^{\circ}54'31''$ to the beginning of a reverse curve concave to the southeast having a radius of 585.00 feet and to which beginning a radial line bears $N 55^{\circ}44'20'' W$; thence southerly 342.40 feet through a central angle of $33^{\circ}32'04''$; thence leaving said curve along a line parallel to and 34 feet westerly of the easterly line of Parcel "B" as shown on the aforementioned Record of Survey filed February 24, 1960 and recorded in Book 5 of Surveys at Page 59 in the office of the Recorder of Napa County, California, $S 00^{\circ}59'33'' W$ 523.46 feet more or less to the northerly right of way line of Tower Road.

The sidelines of the above described 68 foot strip to be extended or shortened to terminate at the northerly line of that parcel of land conveyed to the Brown Trust by deed filed November 4, 1987 and recorded in Book 1547 of Official Records at Page 932 in the office of the Recorder of Napa County, California, and the northerly right of way line of Tower Road.

A portion of Napa County Assessor's Parcel Numbers 057-110-012, 023 & 070

Containing 70942 square feet or 1.63 Acres, more or less.

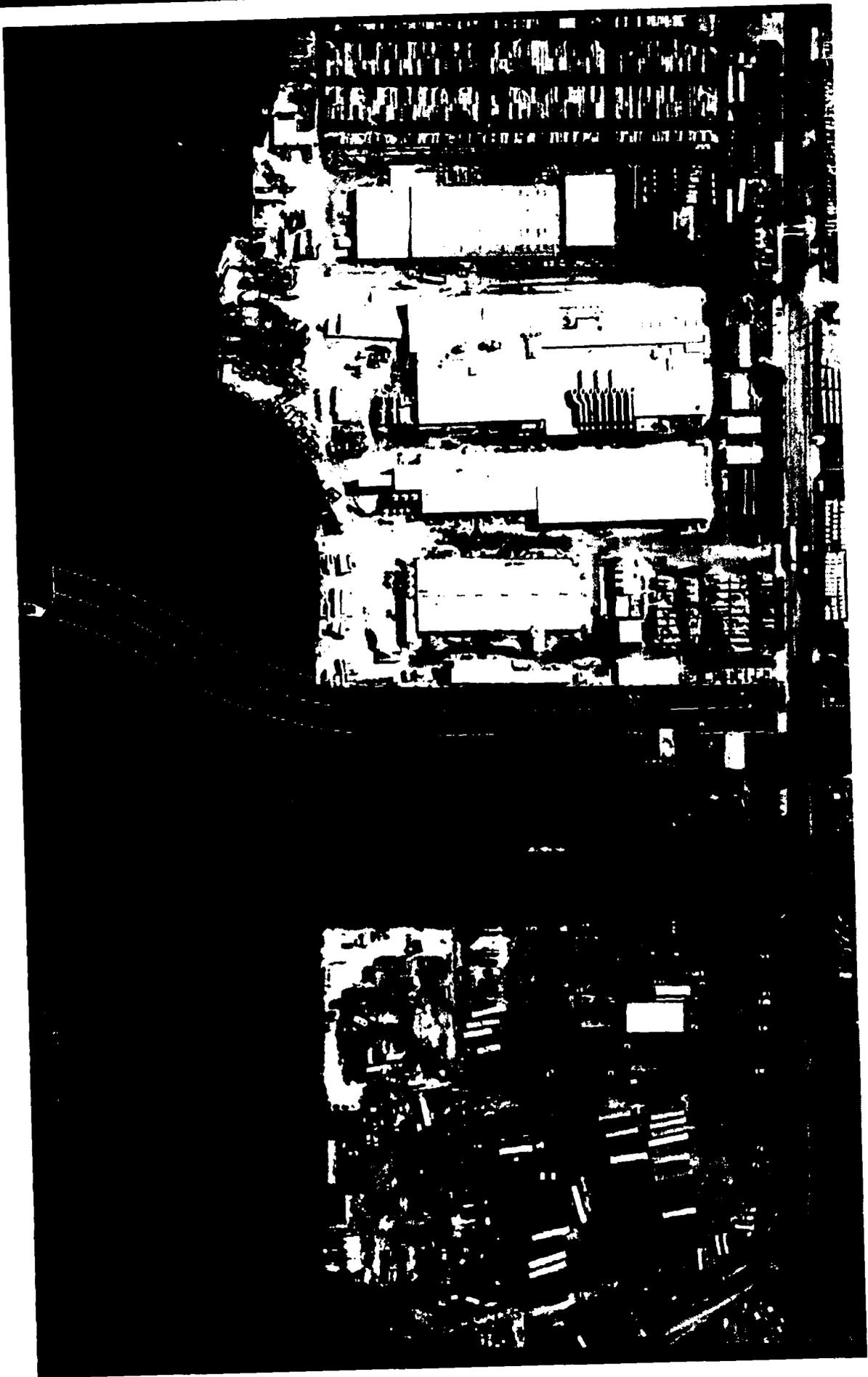


EXHIBIT LIST

<u>EXHIBIT A</u>	Legal Description of Panattoni Parcel
<u>EXHIBIT B</u>	Legal Description of Headwaters Parcel
<u>EXHIBIT C</u>	Legal Description of Atkins Parcel
<u>EXHIBIT D</u>	Legal Description - Proposed Urban Limit Line for American Canyon, CA
<u>EXHIBIT E</u>	Water Conditions To Be Imposed On All Parcels (City Customers and Outside Customers) For Which New Water Service is Requested
<u>EXHIBIT F</u>	Zero Water Footprint and Water Supply Report Methodology
<u>EXHIBIT G</u>	Appeal Procedure: Zero Water Footprint Methodology
<u>EXHIBIT H</u>	City's Water Service Area
<u>EXHIBIT I</u>	Devlin Road Extension

RESOLUTION 2008 -106

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF AMERICAN CANYON, ACCEPTING THE NAPA COUNTY CLERK'S
CERTIFICATION OF CITY URBAN LIMIT LINE
AND PREZONING ACT INITIATIVE.**

WHEREAS, On July 15, 2008, Proponents submitted to the Office of the City Clerk petitions for a proposed measure for the City of American Canyon City Urban Limit Line and Prezoning Act; and

WHEREAS, after a prima facie review of the petitions for required number of signatures, and a legal review by the City Attorney of the format of the petitions, the Office of the City Clerk determined that the petitions were sufficient to the extent to be forwarded for further review by the Napa County Elections Division to verify the number of registered voters; and

WHEREAS, the Napa County Elections Division completed the certification of the Initiative Petition on July 18, 2008 using a random sample verification process authorized by the California Election Code, and based upon the results of the random sample, the petition was deemed qualified and could be considered for further action by the American Canyon City Council at their regular meeting on August 5, 2008.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of American Canyon hereby accepts the certification by the Napa County Clerk, of the Initiative Petition submitted on Wednesday, July 16, 2008, a copy of which certificate is attached hereto as Exhibit A.

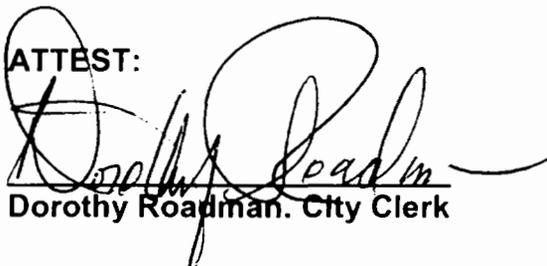
PASSED, APPROVED, AND ADOPTED by the City Council of the City of American Canyon at a regular meeting held on the 5th day of August, 2008 by the following votes:

AYES:	Garcia, Coffey, Bennett, Callison, West
NOES:	None
ABSTAIN:	None
ABSENT:	None



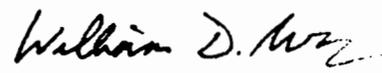
Leon Garcia, Mayor

ATTEST:



Dorothy Roadman, City Clerk

APPROVED AS TO FORM:



William D. Ross, City Attorney

CLERKS CERTIFICATE TO REFERENDUM PETITION

I John Tuteur, Registrar of Voters of the County of Napa, State of California, hereby certify:
that the City of American Canyon Urban Limit Line and Rezoning Act Initiative Petition was
transmitted to this office on July 16, 2008.

That each section contains signatures purporting to be the signatures of qualified electors of
the City of American Canyon.

That attached to this petition at the time it was filed was an affidavit of the person who
solicited the signatures, and also containing the dates between which the purported
qualified electors signed this petition;

That the affiant stated his or her own qualifications, that he or she had solicited the
signatures upon that section, that all of the signatures were made in his or her presence and
that to the best of his or her knowledge and belief each signature to that section was the
genuine signature of the person;

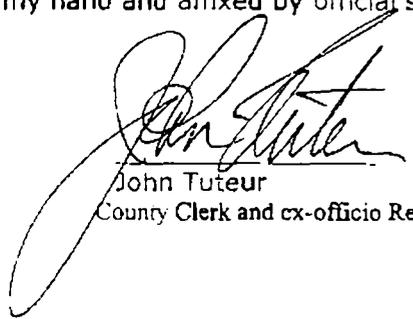
That upon the request of the City Clerk of the City of American Canyon, with whom the
proponent filed this petition, we tabulated the number of valid signatures by examining the
records of registration in the City of American Canyon, current and in effect at the
respective dates of such signing, to determine what number of qualified electors signed the
petition, and from that examination it has been determined;

1. Number of sections	66
2. Number of unverified signatures filed (raw count)	1864
3. Number of signatures verified	500
a. Number of signatures found sufficient	424
b. Number of signatures found not sufficient	76
c. Number of duplicate signatures	1

**USING THE GUIDELINES SET FORTH BY THE CALIFORNIA SECRETARY OF STATE FOR
CALCULATING SUFFICIENT SIGNATURES WHEN USING A RANDOM SAMPLE, I HAVE
DETERMINED THAT THE PETITION HAS SUFFICIENT SIGNATURES TO QUALIFY FOR FURTHER
ACTION BY THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON PURSUANT TO THE
CALIFORNIA ELECTION CODE**

In witness whereof, I have hereunto set my hand and affixed by official seal this day of
18 July, 2008.

(seal)


John Tuteur
County Clerk and ex-officio Registrar of Voters

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

The City Attorney of American Canyon has prepared the following title and summary of the chief purpose and points of the proposed measure:

CITY OF AMERICAN CANYON CITY URBAN LIMIT LINE AND PREZONING ACT

The proposed initiative would establish a City Urban Limit Line for the City of American Canyon to guide future growth and development in a manner consistent with the City of American Canyon General Plan, and prezone certain lands within the City of American Canyon ("City") Urban Limit Line which are not already within the City's boundaries. The measure would do this by amending both the City General Plan and the City Zoning Ordinance. The proposed initiative would, by amending the City General Plan: (1) create a City Urban Limit Line around the entire City; (2) revise multiple figures in the General Plan to reflect the City Urban Limit Line; and add text about the City Urban Limit Line to the General Plan. The proposed initiative would amend the City's existing Zoning Map to prezone specific areas outside the City limits, but within the City Urban Limit Line. "Prezoning" is a method to establish zoning for unincorporated territory the City wishes to annex. The proposed initiative would also expand the area known as the Town Center project by amending figures and text contained in the City General Plan. The proposed initiative would also amend the City Zoning Ordinance with respect to the Town Center District and create a new zoning district entitled "Special Study Zone District." The City Urban Limit Line established by the proposed measure could only be changed by a subsequent vote of the voters of the City at a City election and would remain in effect until January 1, 2030.

To the Honorable City Council of the City of American Canyon:

We, the signers of this petition, registered and qualified voters and residents of the City of American Canyon, comprising not less than 10 per cent of the registered voters of the city, hereby propose a measure as set forth herein and request that the proposed measure be submitted to a vote of the people at the earliest regular or special election for which this petition qualifies pursuant to the California Elections code. The text of the proposed measure, and accompanying exhibits, are set forth below and on subsequent pages.

The People of the City of American Canyon do ordain as follows:

CITY OF AMERICAN CANYON CITY URBAN LIMIT LINE AND PREZONING ACT

SECTION 1. Title.

This measure shall be known and may be cited as the City of American Canyon City Urban Limit Line and Prezoning Act or the "Act."

SECTION 2. Findings and Purposes.

The people of the City of American Canyon ("City") hereby make the following findings and declare that their purpose in enacting this Act is as follows:

- (a) The City must plan for its future to protect the quality of life enjoyed by its residents.
- (b) To guide future growth and development in the manner consistent with the City's General Plan, the people of American Canyon should establish an urban limit line. Establishment of an urban limit line will help preserve agriculture, open space, prevent urban sprawl and help implement the planned development of the City.
- (c) Establishment of an urban limit line will foster sustainable growth and allow the residents of American Canyon to control the future growth of the City and implement a vision that provides a balance between housing and jobs.
- (d) This Act establishes the City Urban Limit Line ("City Urban Limit Line") to guide future growth and development in the City.
- (e) This Act will facilitate development of the expanded Town Center project by amending the City's General Plan Map and Zoning Ordinance. The Town Center project will provide the residents of the City with significant community benefits.
- (f) The prezoning of lands designated by the Act is a necessary first step so that the City may proceed to annex these lands. The prezoning of these lands is important as it will allow the City to direct growth and development into an area where there is agreement that such growth should occur.
- (g) The City Urban Limit Line and prezoning established by this Act are consistent with the goals and policies of the City's General Plan and Zoning Ordinance.
- (h) The City Urban Limit Line cannot be changed without a vote of the voters of the City at a subsequent City election.
- (i) Establishment of the City Urban Limit Line and the prezoning of lands designated by the Act will give the residents of the City control over their future.
- (j) For all of the foregoing reasons, this Act serves the public health, safety and welfare of the City.

CITY OF AMERICAN CANYON CITY URBAN LIMIT LINE AND PREZONING ACT
SECTION 1. Title.

This measure shall be known and may be cited as the City of American Canyon City Urban Limit Line and Prezoning Act or the "Act."

SECTION 2. Findings and Purposes.

The people of the City of American Canyon ("City") hereby make the following findings and declare that their purpose in enacting this Act is as follows:

(a) The City must plan for its future to protect the quality of life enjoyed by its residents.

(b) To guide future growth and development in the manner consistent with the City's General Plan, the people of American Canyon should establish an urban limit line. Establishment of an urban limit line will help preserve agriculture, open space, prevent urban sprawl and help implement the planned development of the City.

(c) Establishment of an urban limit line will foster sustainable growth and allow the residents of American Canyon to control the future growth of the City and implement a vision that provides a balance between housing and jobs.

(d) This Act establishes the City Urban Limit Line ("City Urban Limit Line") to guide future growth and development in the City.

(e) This Act will facilitate development of the expanded Town Center project by amending the City's General Plan Map and Zoning Ordinance. The Town Center project will provide the residents of the City with significant community benefits.

(f) The prezoning of lands designated by the Act is a necessary first step so that the City may proceed to annex these lands. The prezoning of these lands is important as it will allow the City to direct growth and development into an area where there is agreement that such growth should occur.

(g) The City Urban Limit Line and prezoning established by this Act are consistent with the goals and policies of the City's General Plan and Zoning Ordinance.

(h) The City Urban Limit Line cannot be changed without a vote of the voters of the City at a subsequent City election.

(i) Establishment of the City Urban Limit Line and the prezoning of lands designated by the Act will give the residents of the City control over their future.

(j) For all of the foregoing reasons, this Act serves the public health, safety and welfare of the City.

SECTION 3. City of American Canyon General Plan Amendments.

The City of American Canyon General Plan is amended as follows:

(a) Figure 3 (Planning Area) at page ix of the Introduction is hereby amended to establish the City Urban Limit Line as shown on Exhibit 1, attached hereto and incorporated herein by reference and as more particularly described in Exhibit 2, attached hereto and incorporated herein by reference.

(b) Policy 1.1.1 (Land Use Schedule—Mixed Use, Town Center (TC)) at page 1-9 of the Land Use Element is hereby amended as follows:

MIXED USE		
Town Center (TC)	<p>Government and community services, retail commercial, professional offices, entertainment, restaurants, cultural facilities (museums, libraries, etc.), visitor-serving facilities (hotels, information centers), <u>event/conference center, wineries, transit, parking, multi-family dwelling units (either vertically integrated with commercial uses or free standing structures), variety of housing types including single family attached and detached, townhouses, condominiums, mixed-use and apartments</u> and public park and school and other amenities.</p> <p>Minimum development shall include a mix of these uses, including housing and a public park/square.</p>	<p>Nonresidential uses: FAR of 0.5</p> <p>Mixed use structure: FAR of 1.5, with a maximum of 0.5 of commercial portion</p> <p>Residential: 16 to 20 units per gross acre</p> <p><u>Residential densities and intensities of non-residential development shall be determined through subsequent specific plan(s)</u></p>

(c) Figure 1-1 (Land Use Plan) at page 1-13 of the Land Use Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 3A. Figure 1-1 (Land Use Plan) at page 1-13 is also hereby amended to show the extension of the Town Center Land Use Category, the application of the Special Study Land Use Category to land east of the Town Center and the location of a public school site. This amendment to Figure 1-1 is shown on Exhibit 3B, attached hereto and incorporated herein by reference.

(d) The "Multi-Family Residential Design Principles" at pages 1-19 and 1-20 of the Land Use Element are deleted in their entirety.

(e) Objective 1.19 at page 1-34 of the Land Use Element is hereby amended as follows:

Provide for the development of a Town Center that physically and functionally serves as the symbolic and identifiable focus of community activities and events ~~activity and identity~~ for the City of American Canyon and which is a regional destination within acts as an entry to Napa Valley. and is linked with adjacent land uses. ~~The Town Center shall have two principal land use areas: (a) Town Center Core Area, and (b) Town Center Residential Neighborhoods. The Town Center Core Area shall mean the area around the basalt industrial ruins which will be developed with the land uses described in Policy 1.19.2 below to create a true "downtown" for American Canyon. The Town Center Residential Neighborhoods shall mean the residential areas portion of Town Center that surrounds the Town Center Core Area, which shall be developed with the land uses described in 1.19.4 below.~~

(f) Policies 1.19.1 through 1.19.11 at pages 1-34 and 1-36 of the Land Use Element and the "Town Center Design Principles at page 1-35 are hereby deleted in their entirety and are replaced with new Policies 1.19.1 through 1.19.14 as follows:

Permitted Uses

~~1.19.1 — Accommodate the development of a diversity of uses that function as the "downtown" for American Canyon including, but not limited to, governmental offices, professional offices, retail commercial, hotel/motel, community services, entertainment, restaurant, community auditorium, public meeting rooms, cultural facilities (museums, libraries, theater, etc.), community and visitor information centers, and similar uses in areas designated as "Town Center (TC)" on the Land Use Plan Map (Figure 1-1).~~

~~1.19.2 — Promote the development of mixed use structures that accommodate housing above lower level retail, office, or other commercial uses.~~

~~1.19.3 — Require the inclusion of a plaza or square, which functions as a "stage" for public events and festivals, and casual pedestrian activity and allow for the inclusion of other public amenities.~~

Density (as determined by the portion of the total site on which the use is located)

~~1.19.4 — Accommodate the development of commercial uses at a maximum density of a floor area ratio of 0.5 and a height of three (3) stories.~~

~~1.19.5 — Accommodate the development of mixed use structures, vertically integrating housing with commercial, at a maximum density of a floor area ratio of 1.5 provided that a minimum FAR of 0.25 and a maximum of 0.5 is developed for commercial use, and height of four (4) stories.~~

~~1.19.6 — Accommodate the development of free standing multi family dwellings in accordance with Policies 1.8.2 and 1.8.3.~~

Design and Development Principles

~~1.19.7 — Require that a Master or Specific Plan be submitted prior to individual project approval that provides for the cohesive and integrated development of the Town Center in accordance with the principles and standards stipulated herein.~~

~~1.19.8 — Require that commercial and mixed use buildings be sited and designed to establish a unified pedestrian oriented "village" environment considering the following (in addition to the principles defined by Policies 1.18.1-1.18.2);~~

~~a. — siting of a portion of the buildings in proximity to the principal access street and other appropriate streets, establishing a "Main Street" character, with parking located to the rear of the structures;~~

~~b. — inclusion of a major "public square" as a gathering place for public activity (musical groups, concerts, plays, and other spontaneous or programmed community events) and highly visible and accessible public meeting facilities;~~

~~c. — incorporation of uses in the first floor along the street frontage that stimulate pedestrian activity; limiting professional offices, data computing, and other similar uses to the rear or above the first floor; and~~

~~d. — assurance that the front setbacks are visually and physically accessible to pedestrians, except as may be required for security.~~

~~1.19.9 — Require that free standing multi family dwelling units be designed to convey a high quality image in accordance with Policy 1.8.4~~

~~1.19.10~~ ~~Require that mixed-use structures be designed to mitigate potential conflicts between the commercial and residential uses (e.g. noise, lighting, security, and truck and automobile access) and provide adequate amenities for residential occupants.~~

~~1.19.11~~ ~~Require the implementation of public streetscape improvements that uniquely identify the Town Center, including elements such as landscape, street furniture, signage, and pedestrian-sealed lighting.~~

Permitted Uses

1.19.1 Ensure that the Town Center shall have two principal land use areas: (a) Town Center Core Area, and (b) Town Center Residential Neighborhoods.

1.19.2 Require that the Town Center Core Area will be the “downtown” for the City of American Canyon, centered around the basalt industrial ruins and quarry lake, including:

a. a rich diversity of land uses which may include government and community services, retail commercial, professional offices, entertainment, restaurants, cultural facilities (museums, libraries, etc.), visitor-serving facilities (hotels, information centers), event center/conference center, wineries, transit, parking, variety of housing types including single family attached and detached, townhouses, condominiums, mixed-use and apartments and public park and other amenities;

b. a plaza or “town square” to facilitate community gatherings and events.

1.19.3 Require that the Town Center Core Area is surrounded by the Town Center Residential Neighborhoods in order to satisfy the City’s need for housing and to support the economic vitality of the commercial uses within the Town Center Core Area.

1.19.4 Provide for a broad range of housing types within the Town Center Residential Neighborhoods, including single family detached, attached single family, townhouses, condominiums, and apartments.

1.19.5 Require that the Town Center Residential Neighborhoods provide sites for a public park and a public school, with the size of facilities corresponding to the future population of the Town Center and which may allow community facilities that support residences.

1.19.6 Provide for the extension of Newell Drive, which will define the eastern boundary the Town Center, connecting with Highway 29 in the vicinity of Green Island Road and for the extension of South Napa Junction Road from Highway 29 to Newell Drive.

1.19.7 Determine the location of land uses within the Town Center through the subsequent approval of one or more Specific Plans.

Density and Intensity

1.19.8 Determine the range of residential densities allowed through the subsequent approval of one or more Specific Plans, with the guiding principle that, in general, densities will be highest around the Town Center Core Area with decreasing density further away.

1.19.9 Determine the range of intensities of non-residential uses, as measured in building height and/or floor area ratio, through the subsequent approval of one or more Specific Plans, with the guiding principle that in general, intensity will be highest around the Town Center Core Area with decreasing intensity further away.

Design and Development Principles

1.19.10 Provide for unified design standards and a cohesive development through the adoption of one or more Specific Plans for the Town Center.

1.19.11 Ensure that the Town Center is a sustainable, “green” development through the implementation of such features as:

a. use of recycled water for landscape irrigation

- b. use of drought tolerant vegetation
- c. energy efficient buildings
- d. pedestrian and bicycle circulation system
- e. mix of land uses which reduce travel

1.19.12 Require that the Town Center Core Area provide a pedestrian-oriented, "village" environment, including a plaza or town square as a gathering place for community activities.

1.19.13 Require the implementation of public streetscape improvements that uniquely identify the Town Center, including elements such as landscape, street furniture, signage, and lighting; public street sections may vary from citywide standards in order to create this unique identity.

1.19.14 Require that development of Town Center incorporate the natural and cultural resources on site including:

- a. preserving portions of the basalt industrial ruins and incorporating them into the commercial and public activities, to the extent it is economically viable;
- b. preserving the quarry lake as a future public park site, for the benefit of both Town Center residents and the residents of the City as a whole.

(g) The "Special Study Zone" section at page 1-42 of the Land Use Element is hereby amended as follows:

SPECIAL STUDY ZONE

Goal

1L Provide flexibility for the study and potential development of additional lands between Newell Drive and the City Urban Limit Line, which will provide a transition from urban development on the west side of Newell Drive and the long-term agricultural and open space lands to the east. ~~immediately adjacent to the City boundaries to ensure adequate lands are available for urban growth.~~

Objective

1.25 Designate certain parcels as "special study" areas that may be needed for future urban growth, but for which appropriate land use designations have yet to be determined.

Policies

Permitted Uses

1.25.1 Allow for the development interim uses of as open space and agriculture at uses in the interim in accordance with Policies 1.6.1 through 1.6.9 in areas designated as "Special Study (SS)" on the Land Use Plan Map (Figure 1-1).

General

1.25.2 Conduct a planning study to determine the appropriate long term use and development of areas designated for Special Study when market demand and City priorities so determine, subject to public input and comment, which may encompasses a revision of the General Plan Land Use Plan Map and pertinent goals, objectives, and policies and environmental review in accordance with the requirements of the California Environmental Quality Act.

1.25.3 Ensure that future development, if any, within the Special Study Area is required to provide:

- View corridors from Newell Drive to the agricultural and open space lands to the east
- Points of public access from Newell Drive through the Special Study Area to any abutting public open space or public park land to the east

(h) Figure 1-2 (Planning Sub Area Map) at page 1-44 of the Land Use Element is hereby amended to show the establishment of the City Urban Limit Line and changes in certain Subareas as shown on Exhibit 4, attached hereto and incorporated herein by reference.

(i) Subarea B—Town Center Residential—Uses/Density at page 1-45 of the Land Use Element is hereby deleted in its entirety as follows:

~~B~~ ~~Uses/Density~~ * Residential Medium (RM)
~~Town Center~~ * Neighborhood serving uses (daycare, community meeting
~~Residential~~ rooms, recreation facilities, and religious facilities)
 * Hiking, biking, and equestrian trails

(j) 1.26.1 (Subarea M—Town Center—Uses/Density and Design and Development at page 1-49 of the Land Use Element is hereby amended as follows:

M Town Center	Uses/Density	<ul style="list-style-type: none"> • <u>Location and types of land uses, residential densities and non-residential intensities shall be determined through approval of subsequent Specific Plan(s) Town Center (TC), including public "square," in accordance with Policies 1.19.1-1.19.6</u>
	Design and Development	<ul style="list-style-type: none"> • Master or Specific Plan required prior to development of any portion of the site (including land use and parcel plan, circulation plan, infrastructure plan, public facility plan, conceptual landscape plan, and similar elements)
		<ul style="list-style-type: none"> • Adherence to Town Center <u>Design and Development Principles</u> 1.19.8-1.19.10, 1.19.10-1.19.14
		<ul style="list-style-type: none"> • Incorporate a well defined access corridor from Highway 29, which functions as a "monumental" entry using extensive landscape, such as a double row of trees, lighting, and other elements
		<ul style="list-style-type: none"> • <u>Create a "main street" design in the commercial portion of the Town Center Core Area with such items as on-street parking, town square/plaza and buildings built constructed to the right-of-way line. Locate a portion of the buildings on the primary access road</u>
		<ul style="list-style-type: none"> • Incorporate pedestrian and bicycle <u>circulation</u> linkages to the Community Commercial Center <u>along South Napa Junction Road</u>
		<ul style="list-style-type: none"> • Provide view corridors to the Napa River,

		valley, and foothills
		<ul style="list-style-type: none"> • Encourage the retention and integration of existing structures previously used for the basalt plant operations
		<ul style="list-style-type: none"> • <u>Town Center Core Area will be centered around the basalt industrial ruins and quarry lake; this mixed-use area will have higher residential densities and higher intensity of non-residential uses; Residential Neighborhoods will surround the Core Area and will generally have lower residential densities and will include community facilities such as a park. Site area may be expanded to incorporate site to east designated as "RM" (Subarea B) to create a unified development. Designated Town Center area may be expanded to include the detached northern portion of subarea "A," subarea "B," and/or a portion or all of subarea "N."</u>

(k) The Town Center and Community Commercial Illustrative Concept (Planning Sub-Area "M" and "N") at page 1-50 of the Land Use Element is hereby deleted in its entirety.

(l) The Land Use Element is amended at page 1-64 to add a new section entitled "City Urban Limit Line" as follows:

CITY URBAN LIMIT LINE

Goal 1T Establish a City Urban Limit Line for the City of American Canyon which describes its future geographic boundary until January 1, 2030.

Objective

1.35 Ensure that the incorporated City boundary expands to be coterminous with the City Urban Limit Line, providing for effective "home rule" of the City's destiny.

1.36 Define the limits of urban development of the City, preserving agricultural and open space outside of the City Urban Limit Line on a long-term basis.

Policies

1.35.1 Take all appropriate actions with LAFCO ("Napa County Local Agency Formation Commission") to ensure that the area outside of the current city limits and within the City Urban Limit Line is:

- Included within the Sphere of Influence of the City and American Canyon Fire District
- Annexed to the City and the American Canyon Fire District

1.35.2. Ensure that annexations within the City Urban Limit Line are accomplished in a planned and orderly manner, consistent with the City's ability to provide necessary municipal services and facilities.

1.35.3 Ensure that lands outside of the City Urban Limit Line shall not be developed until January 1, 2030 or later, except as provided by Policy 1.35.4 below.

1.35.4 Acquire lands for public uses and construct and operate public facilities outside of the City Urban Limit Line, if necessary and appropriate, provided that those facilities are designed to serve development within the City Urban Limit Line.

(m) Policies 4.2.1 through 4.2.13 at pages 4-5 and 4-6 of the Circulation Element are hereby amended by adding new Policy 4.2.14 to read as follows:

- 4.2.1 Establish a street system hierarchy within the City of American Canyon that is defined, yet flexible enough to address the unique circumstances that may arise.
- 4.2.2 Reserve rights-of-way for future roadways, extensions or widenings.
- 4.2.3 Prioritize existing and future facility needs in order to properly allocate limited funds to areas of highest need.
- 4.2.4 Pursue the timely extension of Flosden Road (and consider the phasing of east/west connectors to Highway 29), including the realignment of its intersection with American Canyon Road, and the development of other necessary primary north-south roadways such as the Western Parallel along the wetlands edge.
- 4.2.5 Review the need for extending east-west roadways across SR-29 to the east side of the City.
- 4.2.6 Improve the connection between Green Island Road and SR-29.
- 4.2.7 Consider alternative circulation concepts that provide street or driveway connectivity between parcels fronting on SR-29 to consolidate driveway access along SR-29 as well as consolidate parking for the businesses along this roadway.
- 4.2.8 Require that developers provide all required onsite infrastructure and contribute their proportional share to offsite improvements.
- 4.2.9 Implement an impact fee system in order to offset the cost of transportation required by new development.
- 4.2.10 Consider whether it is appropriate to establish a transportation benefits district for the area along the American Canyon Road Corridor east of SR-29.
- 4.2.11 Create a second access to the Green Island Industrial Park, possibly through the construction of the new Wetlands Edge Road and Devlin Road extension from the north.
- 4.2.12 Provide linkages between industrially zoned areas, paying specific attention to connecting the industrial areas north and south of the railroad tracks.
- 4.2.13 Allow for modifications of standard right-of-way sections contained in the General Plan where there is a transition from one right-of-way section standard to another or where there is a transition between existing roadways and the new right-of-way standards contained in the General Plan.
- 4.2.14 Through the adoption of a Specific Plan, the City may allow modifications to the standard right-of-way sections contained in the General Plan in order to achieve other public goals. City Council shall adopt findings explaining why the modifications from the standards are necessary and appropriate.

(n) The "General Plan Network Improvements" section at Page 4-25 of the Circulation Element is hereby amended as follows:

GENERAL PLAN NETWORK IMPROVEMENTS

Based on a review of the existing transportation system and discussion with the City of American Canyon staff, an updated circulation network was established. This new network reflects build out (year 2010) of the 1994 General plan. The following is the list of network improvements recommended for the General Plan circulation network:

1. An extension of Flosden Avenue north to the Kelly Road alignment a connection with SR-29 near Green Island Road as shown on Figure 1-2, Figure 3, Figure 4-2a, Figure 4-2b, Figure 4-7, Figure 7-1, Figure 8-1, Figure 8-3, Figure 9-1, Figure 9-2a, Figure 9-2b, Figure 9-3, Figure 10-1, Figure 11-1, Figure 11-3, Figure 11-4, Figure 11-4a and Figure 11-5;

2. Geometric, signal and traffic flow orientation changes to the intersection of Flosden Avenue and American Canyon Road;

3. Addition of necessary acceleration and deceleration lanes on Flosden Avenue and American Canyon Road in order to improve access and safety at entrances to adjacent residential and commercial developments;

4. An extension of Donaldson Way from SR-29 east to the new Flosden Avenue extension;

5. Development of a scenic Wetlands Edge Road extending from American Canyon Road to Green Island Road, with an additional local connection from American Canyon Road south to Kimberly;

6. A further eastward realignment of the intersection of Broadway and American Canyon Drive or the restriction of left turn movements from Broadway to American Canyon Road; and

7. Provision of a roadway connection from Paoli Loop Road south over the railroad tracks to connect the two industrial areas together.

(o) Figure 4-2a (Arterial and Collector System) at page 4-20 of the Circulation Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 5, attached hereto and incorporated herein by reference.

(p) Figure 4-2b (Circulation Improvements Plan) at page 4-21 of the Circulation Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 6, attached hereto and incorporated herein by reference.

(q) Figure 4-7 (Study Area—Potential Hike/Bike Trail Alignments) at page 4-31 of the Circulation Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 7, attached hereto and incorporated herein by reference.

(r) Figure 7-1 (Existing Parks and Recreational Facilities) at page 7-5 of the Parks and Recreation Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 8, attached hereto and incorporated herein by reference.

(s) Figure 8-1 (Biological Habitats) at page 8-6 of the Natural and Historic/Cultural Resources Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 9, attached hereto and incorporated herein by reference.

(t) Figure 8-2 (Sensitive Elements of Biological Diversity) at page 8-8 of the Natural and Historic/Cultural Resources Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 10, attached hereto and incorporated herein by reference.

(u) Figure 8-3 (Mineral Deposits) at page 8-21 of the Natural and Historic/Cultural Resources Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 11, attached hereto and incorporated herein by reference.

(v) Figure 9-1 (West Napa Fault (Alquist-Priolo Special Study Zone)) at page 9-6 of the Geology Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 12, attached hereto and incorporated herein by reference.

(w) Figure 9-2a (Critical, Sensitive & High Occupancy Buildings/Sites) at page 9-9 of the Geology Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 13, attached hereto and incorporated herein by reference.

(x) Figure 9-2b (Critical, Sensitive & High Occupancy Buildings/Sites) at page 9-10 of the Geology Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 14, attached hereto and incorporated herein by reference.

(y) Figure 9-3 (Dam/Reservoir Failure) at page 9-15 of the Geology Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 15, attached hereto and incorporated herein by reference.

(z) Figure 10-1 (Major Drainage Facilities and 100 Year Flood Event) at page 10-5 of the Flood Hazards Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 16, attached hereto and incorporated herein by reference.

(aa) Figure 11-1 (Compatibility Plan (Napa County Airport)) at page 11-3 of the Noise Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 17, attached hereto and incorporated herein by reference.

(bb) Figure 11-3 (Sensitive Noise Areas) at page 11-7 of the Noise Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 18, attached hereto and incorporated herein by reference.

(cc) Figure 11-4 (Generalized Noise Contours (City of American Canyon)) at page 11-8 of the Noise Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 19, attached hereto and incorporated herein by reference.

(dd) Figure 11-4a (Generalized Future Noise Contours (City of American Canyon)) at page 11-9 of the Noise Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 20, attached hereto and incorporated herein by reference.

(ee) Figure 11-5 (Napa County Airport Noise Impacts) at page 11-10 of the Noise Element is hereby amended to show the establishment of the City Urban Limit Line as shown on Exhibit 21, attached hereto and incorporated herein by reference.

SECTION 4. City of American Canyon Zoning Ordinance Text Amendments.

(a) Chapter 19.12 of the City of American Canyon Zoning Ordinance is hereby deleted in its entirety and is replaced with the text as follows:

~~Chapter 19.12 Town Center~~

Sections:

~~19.12.010 Purpose~~

~~19.12.020 Permitted Uses~~

~~19.12.010 Purpose.~~

~~The purpose for establishing the Town Center District and permitted uses is to:~~

- ~~A. Provide for the development of a Town Center that physically and functionally serves as the symbolic and identifiable focus of activity and identity for the City, acts as an entry to Napa Valley, and is linked with adjacent land uses.~~
- ~~B. Accommodate the development of a diversity of uses that function as the "downtown" for American Canyon.~~
- ~~C. Promote the development of mixed-use structures that accommodate housing above lower level retail, office or other commercial uses.~~
- ~~D. Require the inclusion of a plaza or square.~~
- ~~E. Assure that buildings be sited and designed to establish a unified pedestrian oriented "village" environment considering the following principles:~~
 - ~~1. Siting a portion of the buildings in proximity to the principal access street to establish a "Main Street" character.~~

2. Inclusion of a major "Public Square" as a gathering place.
3. Incorporation of uses in the first floor along the street frontage.
4. Assurance that the front setbacks are visually and physically accessible to pedestrians.

19.12.020 Permitted Uses.

Table 1 of this Chapter sets forth the permitted and conditionally permitted uses for the Town Center District. A "P" designates a permitted use. A "C" indicates a conditionally permitted use subject to approval of a Use Permit by the Planning Commission. If no letter is found a particular use, it is not permitted in the Town Center District.

**Table 1
Permitted and Conditionally Permitted Uses in TC District**

Use Classifications		Related Provisions
Residential Uses		
Garden Apartments	P	GP Policy 1.20.3
Multi-Family Residential	C	GP Policy 1.20.3
Townhouse	P	GP Policy 1.20.3
Commercial Uses		
Animal Retail Sales	P	
Bank, Savings and Loan	P	
Catering	P	
Eating and Drinking Establishments	P	
Entertainment, Indoor	C	
- Amusement Centers	C	
Health Services	P	
Liquor Consumption, On-Premise	C	
- Tasting Rooms	C	
Lodging Services	P	
Nursery	P	
Offices, Business and Professional	P	
Personal Improvement Services	P	
- Night Use	C	
Personal Services	P	
Printing, Commercial	-	
- Limited	P	
Recycling Collection Center	C	
Retail Food Sales	P	
- Convenience Store	C	
- Liquor Store	C	
Retail Sales	P	
Vehicle/Equipment Sales & Services		
- Service Station	C	
Recreational Uses		
Recreation Facilities, Private	P	
Recreation Facilities, Public	C	

Recreation and Sports, Indoor	E	
Recreation and Sports, Outdoor	E	
Public and Quasi-Public Uses		
Antenna	P	
^ Exceeding Height Limitations	E	
^ Commercial	E	
Charitable Uses	P	
Club, Lodge	E	
Community Center	P	
Conference Center	E	
Cultural Facility	E	
Government Facility	E	
Public Information Center	P	
Public Parking	P	
Public Safety Facility	E	
Religious Facility	E	GP Policy 1.23.4
School	E	
Transportation Terminal	E	
Utilities, Major	E	
Utilities, Minor	P	
Accessory Uses		
Accessory Dwelling Unit	E	Chapter 19.10
Cafeteria	P	
Home Occupation	P	Chapter 19.29
Horticulture, Limited	P	
Recreation Facilities, Private	P	
Temporary Uses		
Animal Show	E	
Circus, Carnival	E	
Commercial Filming	E	
Live Entertainment	E	
Mobile Structure	E	Chapter 19.30
Personal Property, Sales	P	
Retail Sales, Outdoor	E	
Seasonal Sales	E	
Street Fair	E	
Tent	E	

Chapter 19.12
Town Center Zone District

Sections:

- 19.12.010 Purpose
- 19.12.020 Applicability
- 19.12.030 Permitted Uses
- 19.12.040 Conditionally Permitted Uses
- 19.12.050 Development Standards

19.12.010 Purpose

The purpose of the Town Center Zone District is to:

- A. Provide a broad range of commercial, residential and public land uses in the physical context of a traditional downtown with surrounding residential neighborhoods. The district may include a diverse range of land uses including but not limited to: government and community services, retail commercial, professional offices, entertainment, restaurants, cultural facilities (museums, libraries, etc.), visitor-serving facilities (hotels, information centers), event/conference center, wineries, transit, parking, variety of housing types including single family attached and detached, townhouses, condominiums, mixed-use and apartments and public park and school and other amenities.
- B. Create a physical setting and mix of land uses that serve as a focus of neighborhood, community and regional activities and events.
- C. Create a pedestrian-oriented environment which also meets the needs of vehicular traffic.

19.12.020 Applicability

- A. Development shall occur pursuant to a specific plan adopted by the City Council for all or a portion of the Town Center Zone District.

19.12.030 Permitted Uses

- A. Permitted uses shall be those uses designated as permitted uses by a specific plan adopted by the City Council for all or a portion of the Town Center Zone District.
- B. Agricultural or grazing uses.
- C. Temporary uses as may be permitted by the City.

19.12.040 Conditionally Permitted Uses

- A. Conditionally permitted uses shall be those uses designated as conditionally permitted uses by a specific plan adopted by the City Council for all or a portion of the Town Center Zone District.

19.12.050 Development Standards

- A. Development standards shall be those standards included in a specific plan adopted by the City Council for all or a portion of the Town Center Zone District. Development standards include but are not limited to: building heights, building setbacks, landscaping, parking requirements, lot size, residential density, and floor-area ratio for non-residential development.
- B. Performance standards shall be those standards included in a specific plan adopted by the City Council for all or a portion of the Town Center Zone District. Performance standards include but are not limited to: lighting, noise, and hours of operation.

(b) The City of American Canyon Zoning Ordinance is amended by adding Chapter

19.50 (Special Study Zone District) to read as follows:

Chapter 19.50

Special Study Zone District

Sections:

- 19.50.010 Purpose
- 19.50.020 Applicability
- 19.50.030 Permitted Uses
- 19.50.040 Conditionally Permitted Uses

19.50.010 Purpose

The purpose of the Special Study Zone District is to:

A. Allow properties to be zoned or rezoned until the City has completed appropriate planning studies to determine the types and intensities of land uses through an amendment of the City's General Plan.

B. Allow agricultural, grazing, open space and public uses within the district as interim uses.

19.50.020 Applicability

A. Properties designated as "Special Study Zone" by the General Plan shall be within the Special Study Zone District.

19.50.030 Permitted Uses

A. Permitted uses shall be: agriculture, grazing, open space and public uses, except as provided in 19.12.040.

19.50.040 Conditionally Permitted Uses

A. Any structure greater than 10,000 square feet shall be a conditionally permitted use.

SECTION 5. City of American Canyon Zoning Map Amendments.

The Zoning Map of the City of American Canyon Zoning Ordinance is amended to prezone certain lands as shown in Exhibit 22, attached hereto and incorporated by reference.

SECTION 6. Finding of Consistency.

The City of American Canyon General Plan amendments including the Urban Limit Line established by this Act are consistent with the American Canyon General Plan. The City of American Canyon Zoning Ordinance amendment including the Town Center Zone District, the Special Study Zone District and the rezoning established by this Act are consistent with the City of American Canyon General Plan and Zoning Ordinance.

SECTION 7. Implementation.

Upon the effective date of this Act, the Act shall be deemed inserted in the City of American Canyon General Plan and the City of American Canyon Zoning Ordinance as amendments thereof, except that if the four amendments of the mandatory elements of the City of American Canyon General Plan permitted by state law for any given calendar year have already been utilized prior to the effective date of this Act, the portions of the Act pertaining to the City of American Canyon General Plan shall be deemed inserted in the City of American Canyon General Plan as of January 1, 2009.

SECTION 8. Amendments.

The City Urban Limit Line as shown on the General Plan figures that are amended in Section 3 may only be changed by a vote of the voters at a subsequent City election. Nothing in this Act shall prevent the City Council from amending any other part of the General Plan and the Zoning Ordinance, except that the City Council may amend the provisions of the General Plan text and map and Zoning Ordinance regarding Town Center only in conjunction with the approval of a Specific Plan for all or a portion of Town Center.

Notwithstanding the foregoing, in conjunction with approval of an initial Specific Plan for the Town Center by the City Council, the City Council shall amend any section of the General Plan or Zoning Ordinance that relates to the Town Center if necessary so as to assure consistency between the General Plan and the Specific Plan provided the amendment(s) are consistent with the purposes of the Act.

SECTION 9. City Urban Limit Line No Longer Effective After January 1, 2030.

The City Urban Limit Line established pursuant to this Act shall remain in effect until January 1, 2030.

SECTION 10. Severability.

If any provisions of this Act or the application thereof to any person or circumstances is held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Act, and to this end the provisions of this Act are severable.

NOTICE OF INTENT TO CIRCULATE PETITION

Notice is hereby given by the persons whose names appear hereon of their intention to circulate the petition within the City of American Canyon for the purpose of qualifying an initiative for the November 4, 2008 ballot.

A statement of the reasons of the proposed action as contemplated in the petition is as follows:

The City of American Canyon must plan for its future to protect the quality of life enjoyed by its residents. To guide future growth and development in the manner consistent with the City's General Plan, the people of American Canyon should establish an urban limit line. Establishment of an urban limit line will help preserve agriculture, open space, prevent urban sprawl and help implement the planned development of the City.

Establishment of an urban limit line will foster sustainable growth and allow the residents of American Canyon to control the future growth of the City and implement a vision that provides a balance between housing and jobs. This Act establishes the City Urban Limit Line ("City Urban Limit Line") to guide future growth and development in American Canyon.

This Act will facilitate development of the expanded Town Center project by amending the City of American Canyon General Plan Map and Zoning Ordinance. The Town Center project will provide the residents of the City with significant community benefits.

The rezoning of lands designated by the Act is a necessary first step so that the City of American Canyon may proceed to annex these lands. The rezoning of these lands is important as it will allow the City of American Canyon to direct growth and development into an area where there is agreement that such growth should occur.

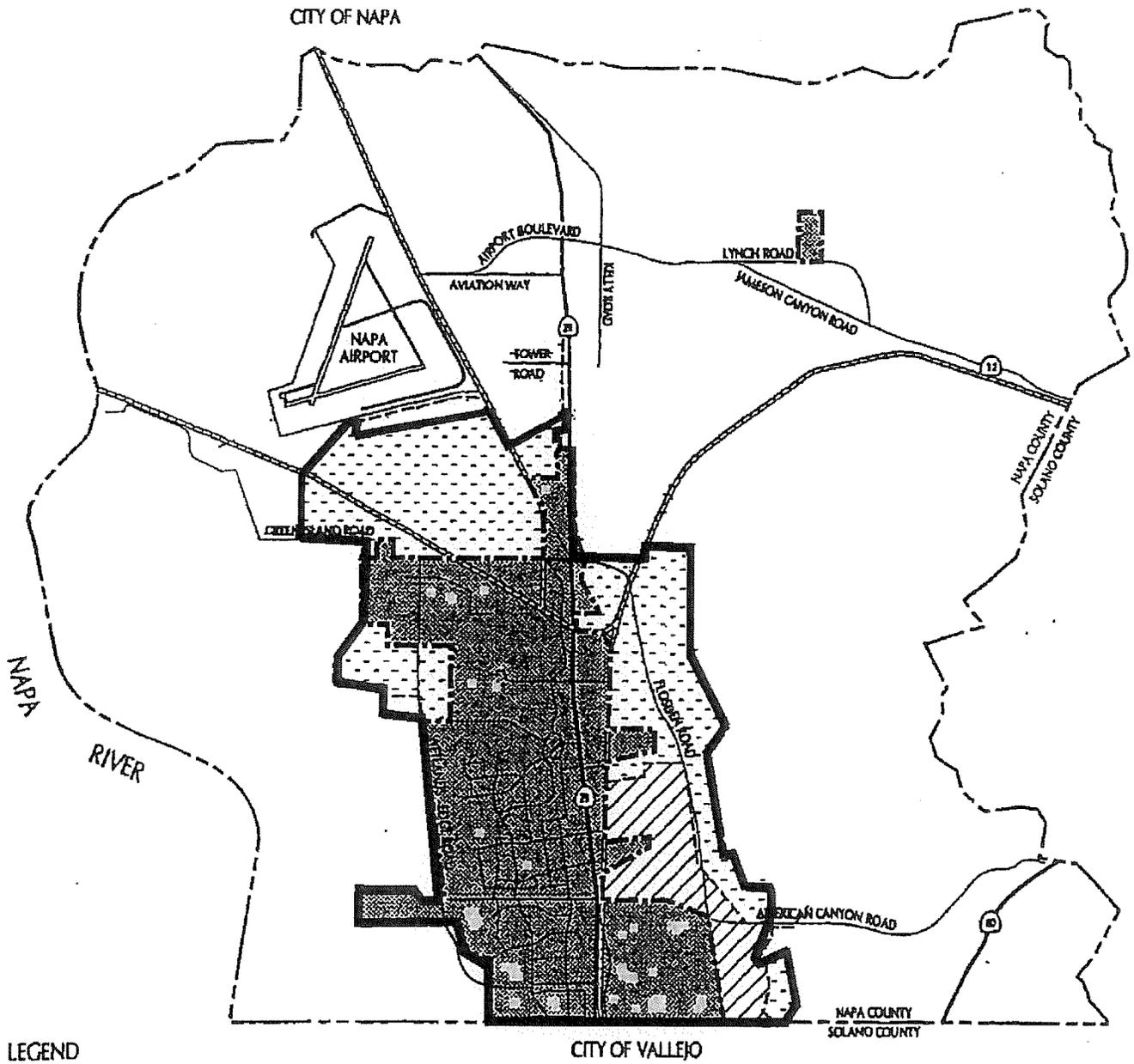
The City Urban Limit Line and rezoning established by this Act are consistent with the goals and policies of the American Canyon General Plan and Zoning Ordinance. The City Urban Limit Line cannot be changed without a vote of the voters of the City of American Canyon at a city election.

Establishment of the City Urban Limit Line and the rezoning of lands designated by the Act will give the residents of the City of American Canyon control over their future. For all of the foregoing reasons, this Act serves the public health, safety and welfare of the City.

/S/ Mark Joseph

American Canyon

GENERAL PLAN



LEGEND

-  Planning Area
-  City of American Canyon
-  Sphere of Influence
-  City Urban Limit Line

SOURCE City of American Canyon, 1993

Envicore Computer Graphics

PLANNING AREA

EXHIBIT 1
ix



FIGURE 3
16

EXHIBIT 2

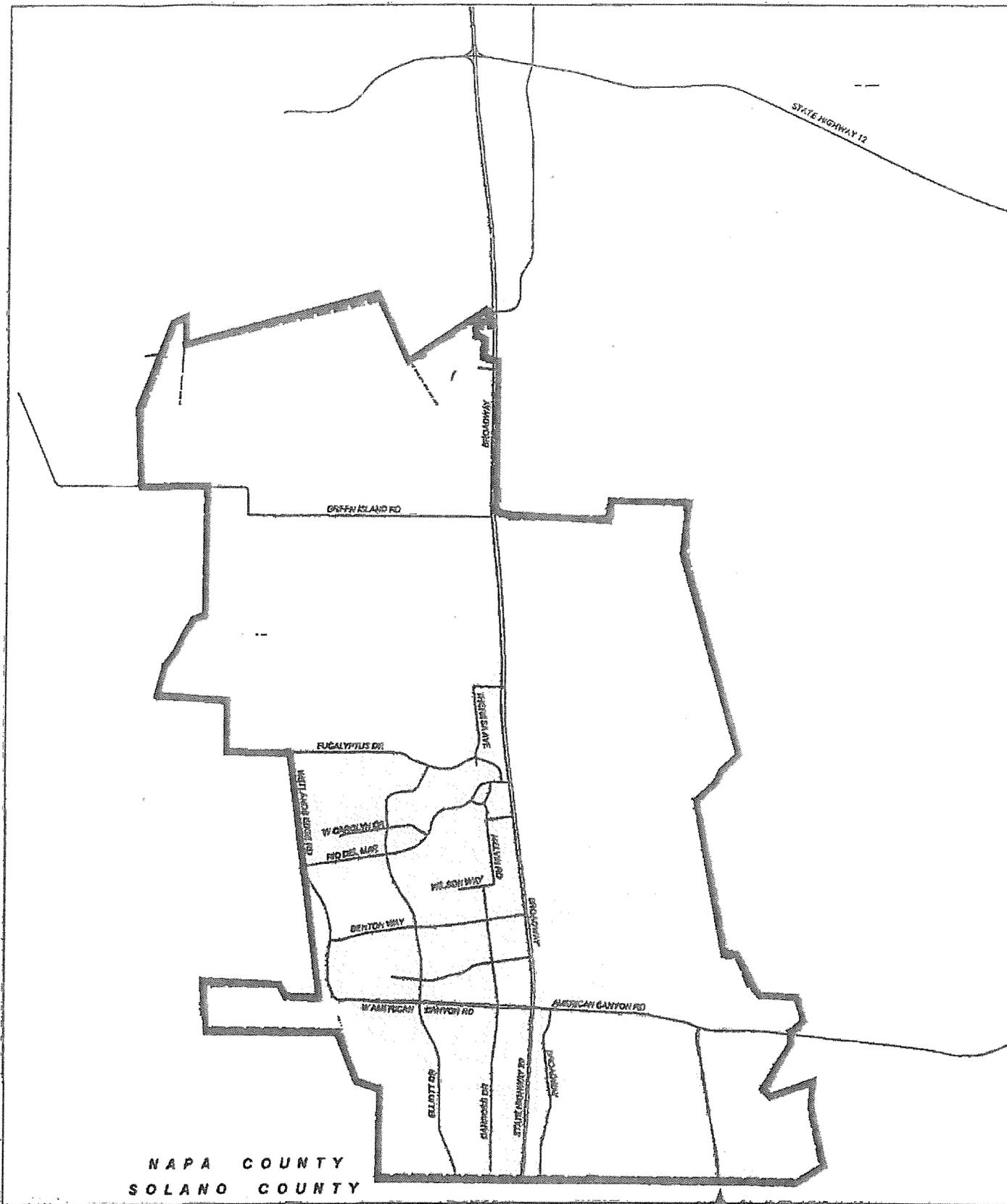
Legal Description - City Urban Limit Line for American Canyon, CA

A portion of Township 4 North, Range 3, 4, and 5 West, Mount Diablo Base and Meridian (and also being shown on the attached plat entitled "Plat of Description - City Urban Limit Line", attached hereto for illustrative purposes only), more particularly described as follows:

BEGINNING at a t-bar and tag stamped "R.C.E. 6250", marking the westernmost corner of Parcel B-1, as shown on the map entitled "Survey and Division of the Madigan Ranch in Napa County and Solano County, California", filed December 17, 1971 in Book 3 of Parcel Maps at Page 67-68 in the office of the County Recorder of Napa County, California, all further references to filing or recording being made to said Napa County Recorder unless otherwise stated for purposes of this description; said Point of Beginning being a point on the Napa - Solano County line; thence westerly along said Napa - Solano County line 9460± feet to the southwest corner of Parcel A as shown on the map entitled "Final Map of Napa Meadows Unit 8" filed July 27, 2000 in Book 22 of Record Maps at Page 10-15 in the office of the County Recorder of Napa County, California; thence northerly along the extended westerly line of Parcels A, C & B as shown on said "Final Map of Napa Meadows Unit 8" 1900± feet to the southeast corner of the lands known as "Napa Meadows Unit 7" as shown on the map entitled "Final Map of Napa Meadows Unit 7" filed October 26, 2000 in Book 22 of Record Maps at Page 27-33 in the office of the County Recorder of Napa County, California; thence westerly and northwesterly along the said "Napa Meadows Unit 7" to the easterly prolongation of the southern line of that 62.779 acre parcel as shown on the map entitled "Record of Survey of the Lands of American Canyon Sanitary Land Fill Co., Inc. and the Lands of Pauline Burastero, et al", filed May 31, 1974 in Book 18 of Surveys at Page 71; thence westerly along said prolongation line to a t-bar and tag stamped "R.C.E. 6250" at the southeast corner of said 62.779 acre parcel; thence westerly, northerly and easterly along said 62.779 acre parcel to the intersection with the northerly line of said 62.779 acre parcel and the northerly line of the "60' Right of Way" as shown on said Record of Survey (18 surveys 71); thence along said northerly right of way line to a ¾" iron pipe and tag stamped "R.C.E. 10648" at the westerly terminus of a line labeled "N87°45'00"W 187.83'" as shown on said Record of Survey (18 Survey 71); thence northerly along the lines of said lands of Pauline Burastero, et al 5450± feet to a point on the northerly right of way line of Eucalyptus Drive; thence along said northerly right of way line N 89°46'10"W 1365.83 feet; thence leaving said northerly line N3°46'32" W 790.22 feet to a t-bar, and tag stamped "R.C.E. 6250" at the westerly terminus of a line labeled "S89°14'40"E 1319.94'" as shown on said Record of Survey (18 Surveys 71); thence, northerly and westerly along said lands of Pauline Burastero, et al to a ¼" iron pipe stamped "R.C.E. 3389" marking the northwest corner thereof, said point being also the southwest corner of the 58.49 acre parcel of land described in the Judgment and Final Order of Condemnation filed February 15, 2006 and recorded as Document No. 2006-0005485; thence northerly and easterly along the lines of said 58.49 acre parcel of land 2016± feet to a ¼" iron pipe stamped "R.C.E. 11649" marking the southwest corner of Parcel 1 as shown on the map entitled "Parcel Map of the lands of Louis O. Wurz Jr., et al and Covenant Presbyterian Church of Napa" filed December 1, 1986 in Book 15 of Parcel Maps at Page 20; thence northerly along the westerly line of said Parcel 1, 2280± feet to the northwest corner thereof, said northwest corner being also the southwest corner of Parcel One as shown on the map entitled "Parcel Map of the Lands of Napa Mill Development Company..." filed October 12, 2006 in Book 25 of Parcel Maps at Page 29-32; thence northerly along the West line of said Parcel One 575± feet to the southerly right of way line of Green Island Road; thence westerly along said southerly right of way line of Green Island Road 1510± feet to the intersection with the extended westerly line of the lands of All Technical Engineering & Construction, Inc, as shown on the map entitled "Record of Survey of the lands of All Technical Engineering & Construction, Inc.", filed October 6, 1978 in Book 20 of Surveys at Page 88; thence northerly along the extended westerly line of said lands of All Technical Engineering & Construction, Inc. 1820± feet to the

southerly line of the lands described in the Grant Deed filed October 11, 2005 and recorded as Document No. 2005-0041461; thence northwesterly and northeasterly along said lands 2010± feet to the northwest corner thereof; thence northeasterly along the northerly line of said lands 282± feet to the northeast corner thereof; thence southerly along the easterly line of said lands 545± feet to the northwest corner of the lands described in the Grant Deed filed September 7, 2006 and recorded as Document No. 2006-0031319; thence northeasterly along the northerly line of said lands 4510± feet to the northeastern corner thereof; said corner being a point on the southwesterly right of way line of the Napa Valley Branch of the Southern Pacific Railroad right of way; thence southeasterly along said southwesterly right of way line 1510± feet to the intersection with the extended southerly line of the lands of S.N.W.M.A. as shown on the map entitled "Record of Survey of South Napa Waste Management Authority..." filed February 25, 1997 in Book 31 of Surveys at Page 8-10; thence northeasterly along said southerly line 1250± feet to the southerly right of way line of Kelly Road South, as shown on the same map entitled "Record of Survey of South Napa Waste Management Authority..."; thence northeasterly along said southerly right of way line 850± feet to the westerly right of way line of State Highway 29; thence southerly along said westerly right of way line 350± feet to the northeast corner of the lands described in the Grant Deed filed August 16, 2007 and recorded as Document No. 2006-0028706; thence westerly along the northerly line of said lands 225± feet to the northwestern corner thereof; said northwestern corner being also the northeastern corner of the lands described in the Grant Deed filed November 13, 1961 and recorded in Book 640 at Page 583; thence westerly along the northerly line of said lands 208± feet to the northwestern corner thereof; thence southerly 208± feet to the southwesterly corner thereof; thence easterly 208± feet to the southeasterly corner thereof, said southeasterly corner being also a point on the westerly line of the aforementioned lands described in the Grant Deed filed August 16, 2007 and recorded as Document No. 2006-0028706; thence southerly along said westerly line 468± feet to the southwestern corner thereof; thence easterly along the extended southerly line of said lands 380± feet to a point on the easterly right of way line of State Highway 29, said easterly right of way line of State Highway 29 being also the westerly line of Parcel C as shown on the map entitled "Parcel Map of the lands of Security Owners Corporation..." filed August 24, 1995 in Book 21 of Parcel Maps at Page 50-51; thence southerly along said westerly line of Parcel C 3460± feet to the southwestern corner thereof; thence easterly along the southerly line of said Parcel C 2500± feet to the southeastern corner thereof, said southeastern corner being also a point on the westerly line of Parcel One as described in the Corporation Grant Deed filed December 31, 1997 and recorded as Document No. 1997-031470; thence northerly along said westerly line 375± feet to the northwestern corner thereof; thence easterly along the northerly line of said Parcel One 1678± feet to the northeastern corner thereof; thence southerly along the extended easterly line of said Parcel One 3580± feet to the a point on the northerly line of the lands of John D. & Lorraine D. Cantoni as shown on the map entitled "Record of Survey of the lands of John D. & Lorraine D. Cantoni" filed April 23, 1980 in Book 21 of Surveys at Page 69; thence leaving said northerly line 2200± feet to a nail and tag stamped "R.C.E. 15390" in a corner post at the northerly terminus of a line labeled "N40°13'46"E 2463.39'" on said map; thence southwesterly along the last mentioned line 1300± feet to the point of intersection with the northerly extension of the line labeled "N9°56'50"W 1007.63'" shown on the map entitled "Record of Survey of the lands of Amcan Land Holdings Inc..." filed February 18, 1999 in Book 32 of Surveys at Page 34; thence southerly along said extended line labeled "N9°56'50"W 1007.63'" 3460± feet to the southerly terminus thereof, said line terminus being also a point on the easterly line of Parcel One as described in the Grant Deed filed January 25, 2007 and recorded as Document No. 2007-0002762; thence southeasterly along said easterly line 2600± feet to a point on the southerly line of said Parcel One, said point being also the northwest corner of the lands of Palm, marked by a ½" rebar and tag stamped "L.S. 4510" as shown on the map entitled "Parcel Map of the lands of a portion of the lands of Mary C. Avilla" filed December 10, 1986 in Book 15 of Parcel Maps at Page 23-24; thence southerly along the extended westerly line of said lands of Palm 350± feet to the southerly right of way line of American Canyon Road; thence westerly along said southerly right of way line of American Canyon Road 170± feet to a t-bar and tag stamped "R.C.E. 6250", marking the northeastern corner of Parcel B, as shown on the map entitled "Survey and Division of the Madigan Ranch in Napa County and Solano County, California", filed

December 17, 1971 in Book 3 of Parcel Maps at Page 67-68; thence southwesterly, northeasterly, southerly and southwesterly along the eastern line of said Parcel B 5100± feet to a t-bar and tag stamped "R.C.E. 6250", marking the westernmost corner of Parcel B-1 as shown on said map entitled "Survey and Division of the Madigan Ranch in Napa County and Solano County, California", said point being the TRUE POINT OF BEGINNING.



NAPA COUNTY
SOLANO COUNTY

POINT OF BEGINNING

LEGEND

- Assessor's Parcel Lines (approximate)
- Existing Aramark Canyon City Boundary - June, 2008
- City Urban Limit Line

Date: June 18, 2008
D.P. Henry, L&E
Napa County Department of Public Works
Engineering Services Division

Horizontal Datum: NAD 83,
CA State Plane Coordinates,
Zone 10, NAD

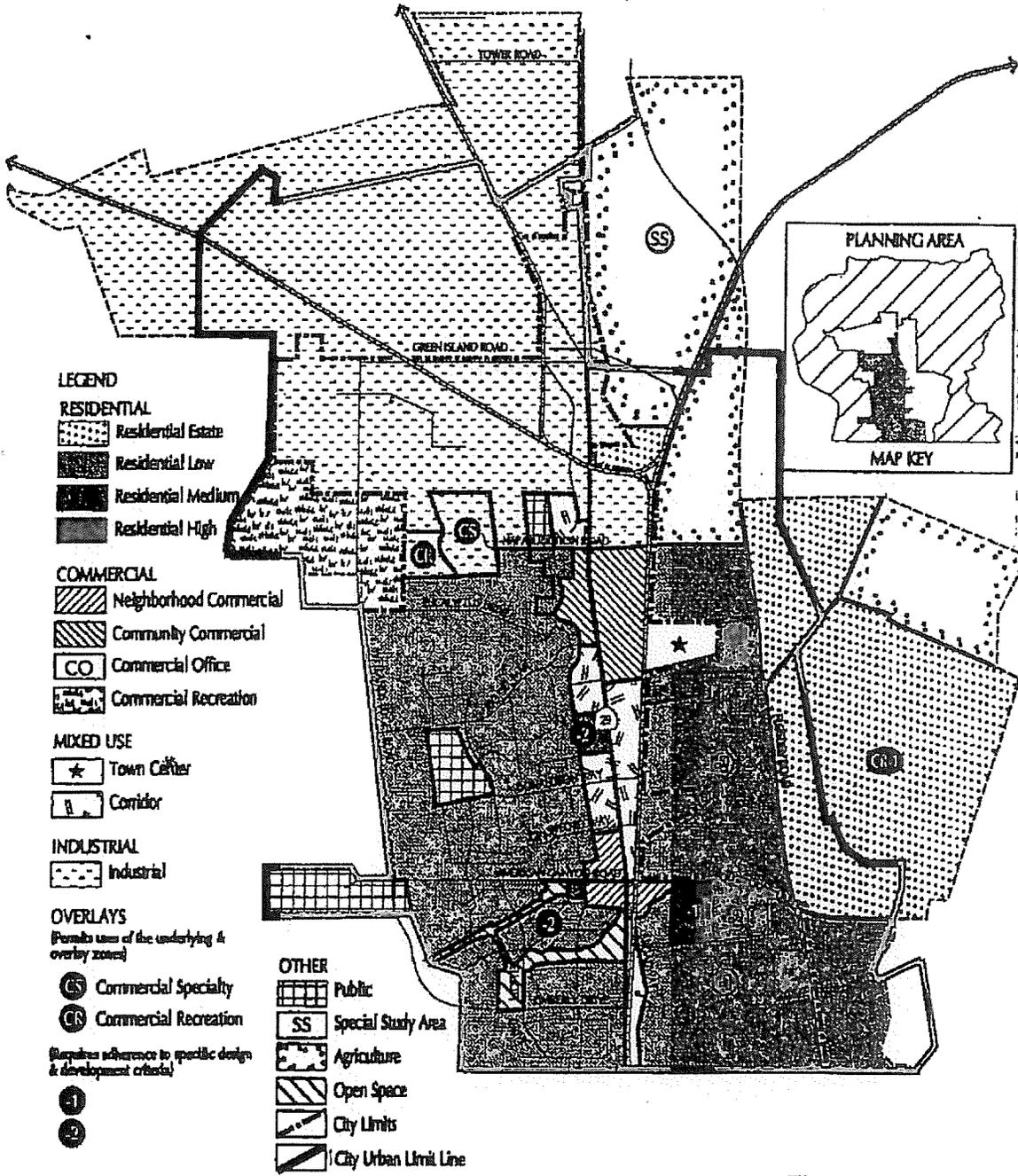
EXHIBIT 2
- PLAT OF DESCRIPTION -
CITY URBAN LIMIT LINE



COUNTY OF NAPA
Department of Public Works
Director Robert J. Felarsen
Asst. Director Donald G. Redenhour

DOES NOT REFLECT
AMENDMENTS SINCE
1994.

American Canyon
GENERAL PLAN



LAND USE PLAN



THE CITY OF AMERICAN CANYON GENERAL PLAN

1-13
EXHIBIT 3A

AMENDMENT TO LAND USE PLAN FIGURE 1-1, AT PAGE 1-13

Legend

-  General Plan Amendment Boundary
-  Town Center
- SS Special Study Area
-  Public

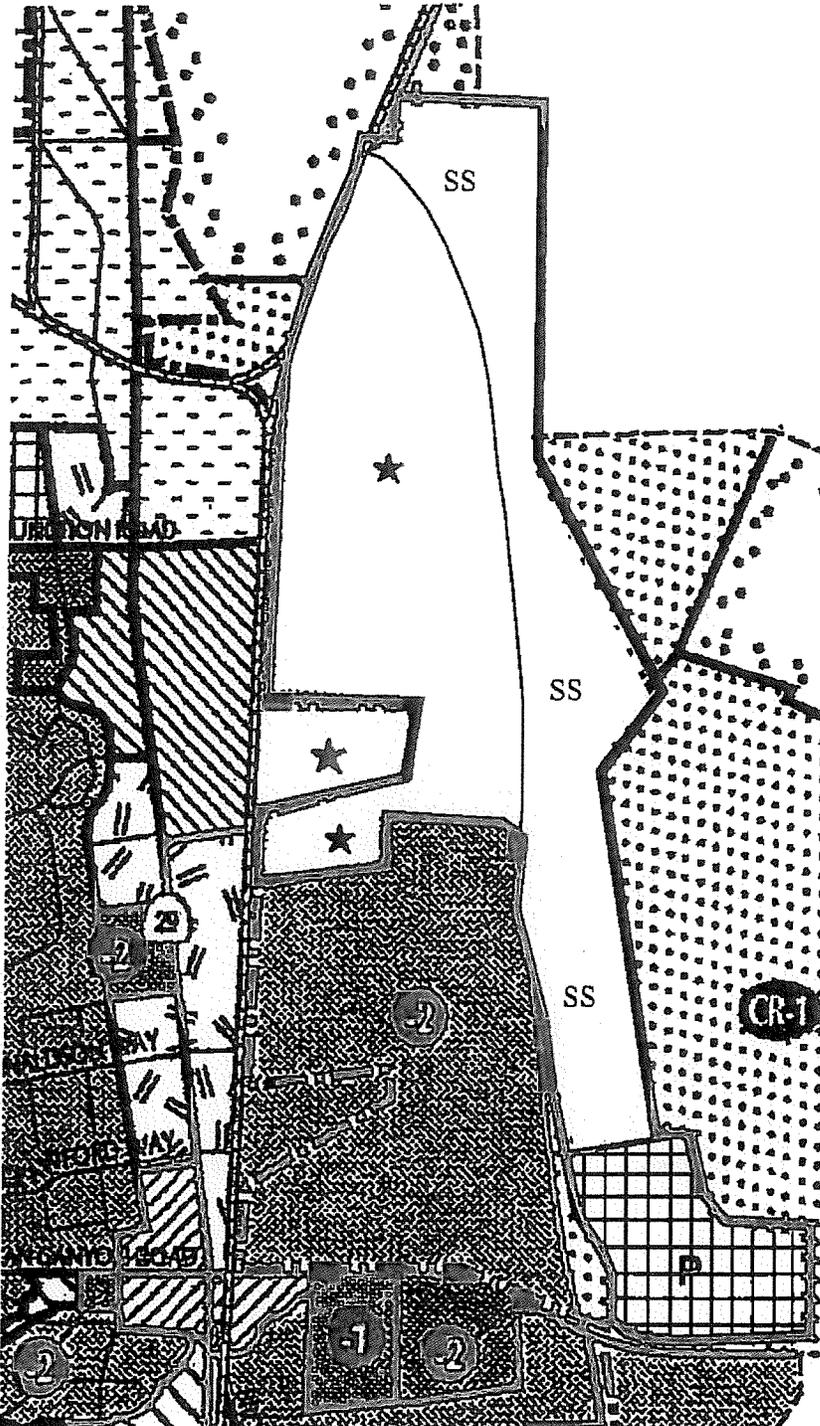
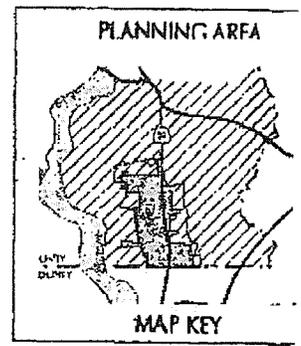
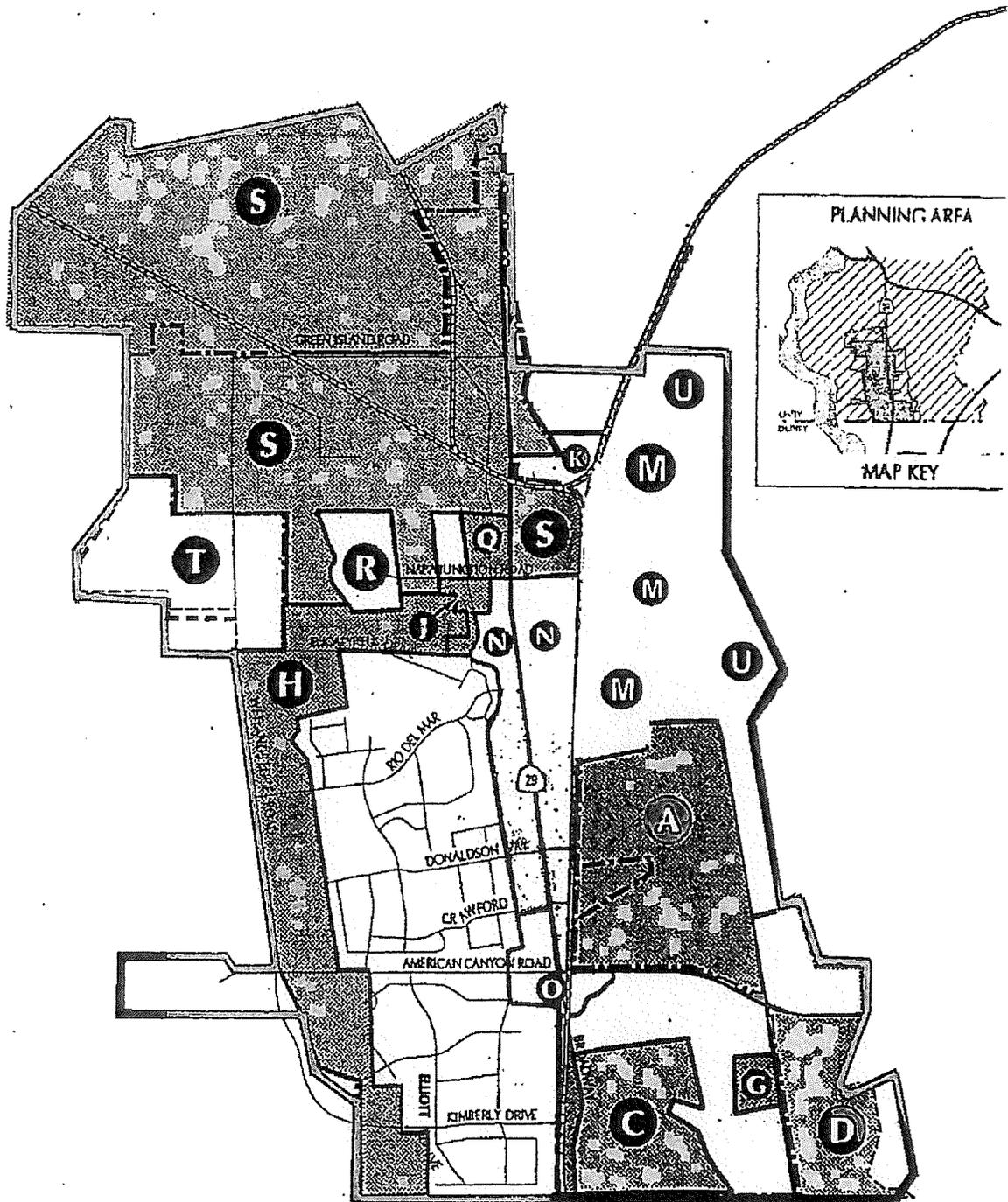


EXHIBIT 3B

American Canyon

GENERAL PLAN



- LEGEND**
- City Limits
 - City Urban Limit Line

Environ Corporation Graphics

PLANNING SUB AREA MAP

EXHIBIT 4
1-44

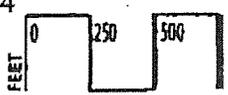
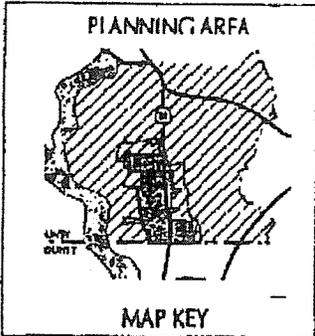
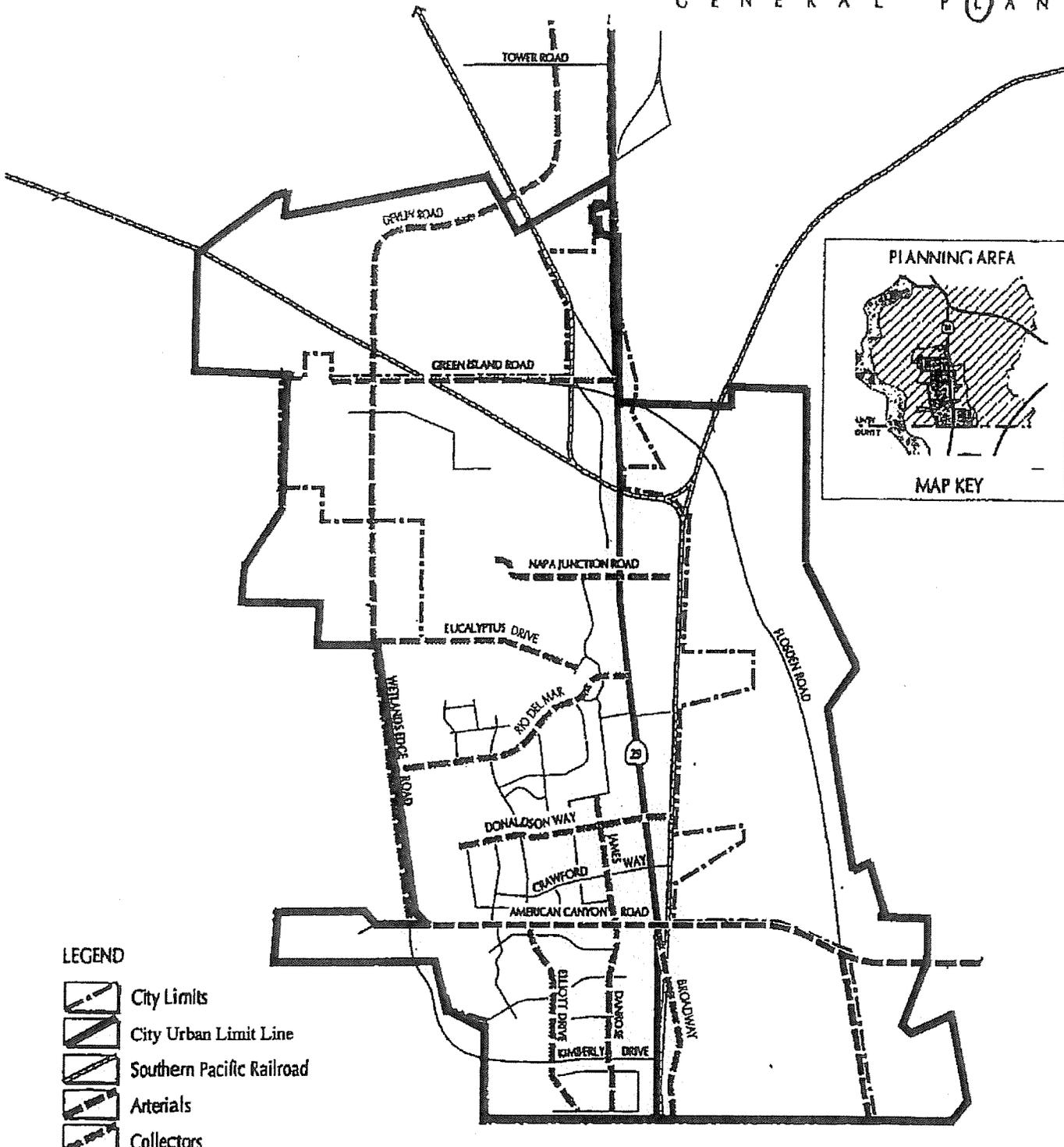


FIGURE 1-2

American Canyon

GENERAL PLAN



LEGEND

- City Limits
- City Urban Limit Line
- Southern Pacific Railroad
- Arterials
- Collectors

SOURCE: Wilbur Smith Associates

Envicore Corporation Graphics

ARTERIAL & COLLECTOR SYSTEM



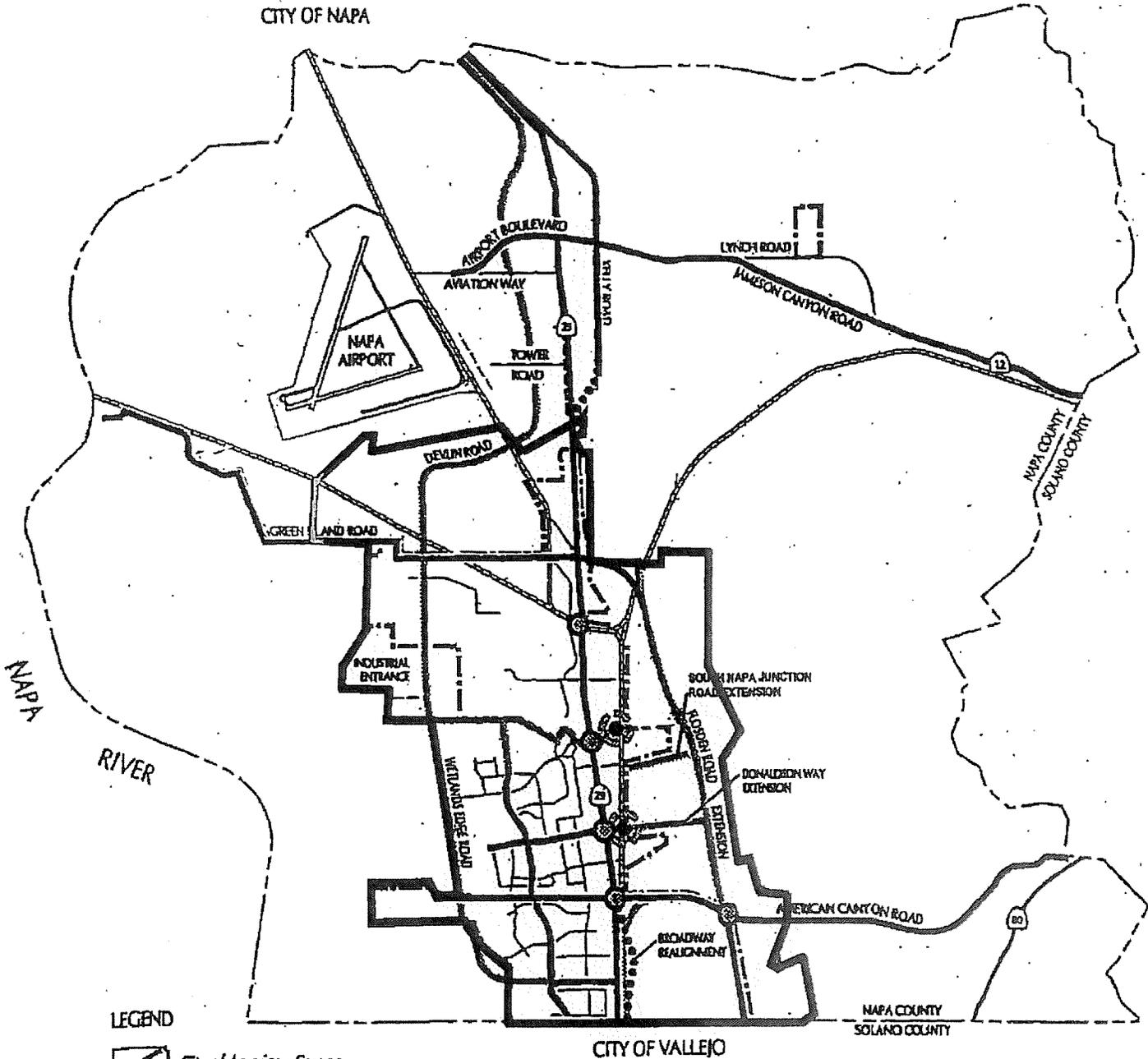
FIGURE 4-2a

EXHIBIT 5

4-20

American Canyon

GENERAL PLAN



LEGEND

- City of American Canyon
- Planning Area
- City Urban Limit Line
- Southern Pacific Railroad
- Existing Roadway Network
- Proposed Extensions or New Roadways
- Existing Roadways Deleted
- Potential Transit Center
- Improvements (Alignment, Crossings, etc.)

SOURCE: Wilbur Smith Associates

Envicam Corporation Graphics

CIRCULATION IMPROVEMENTS PLAN

EXHIBIT 6
4-21

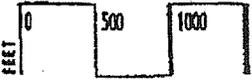
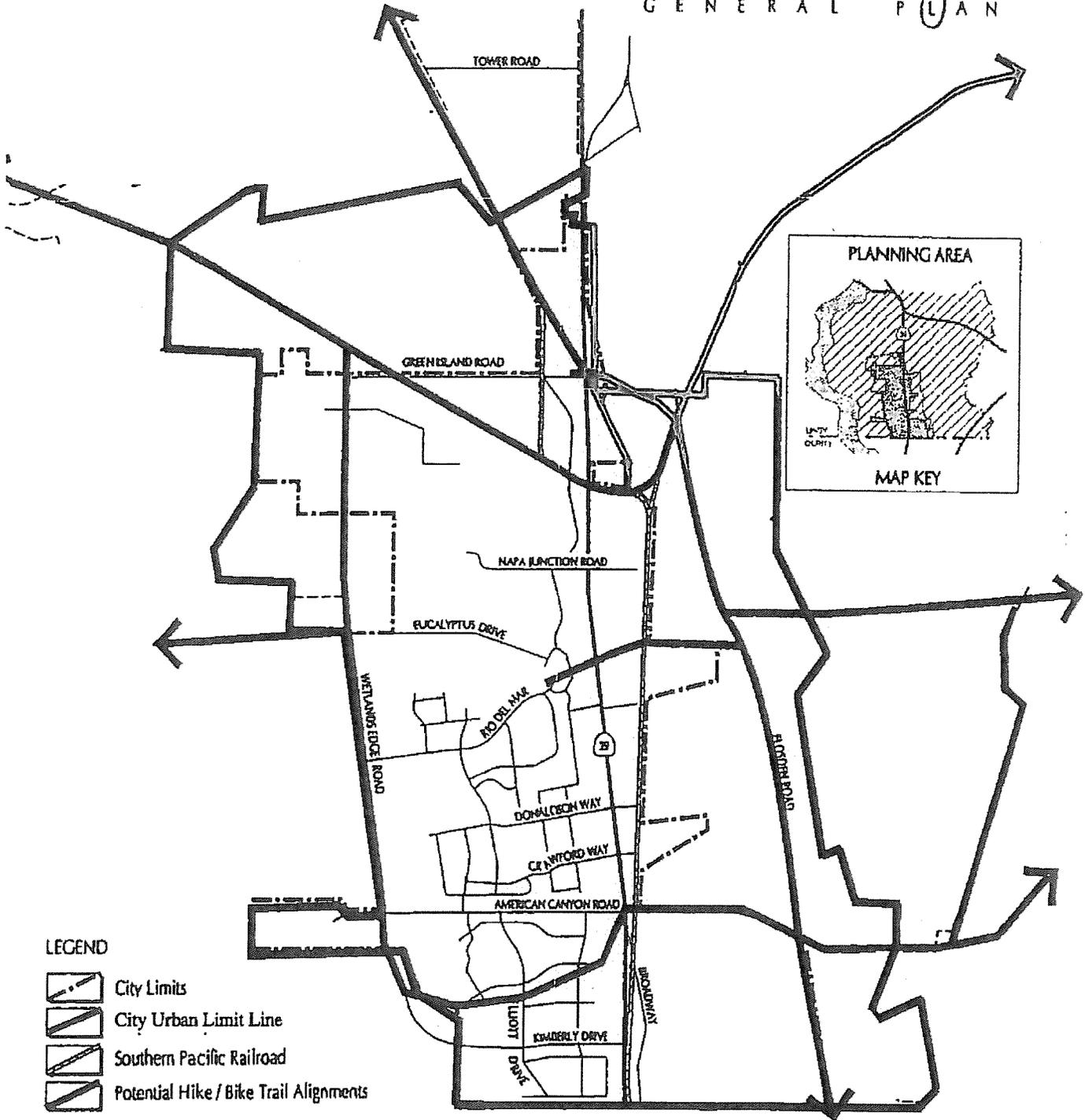


FIGURE 4-2b

American Canyon

GENERAL PLAN



SOURCE: Wilbur Smith Associates

Environ Corporation Graphics

STUDY AREA
POTENTIAL HIKE / BIKE TRAIL ALIGNMENTS

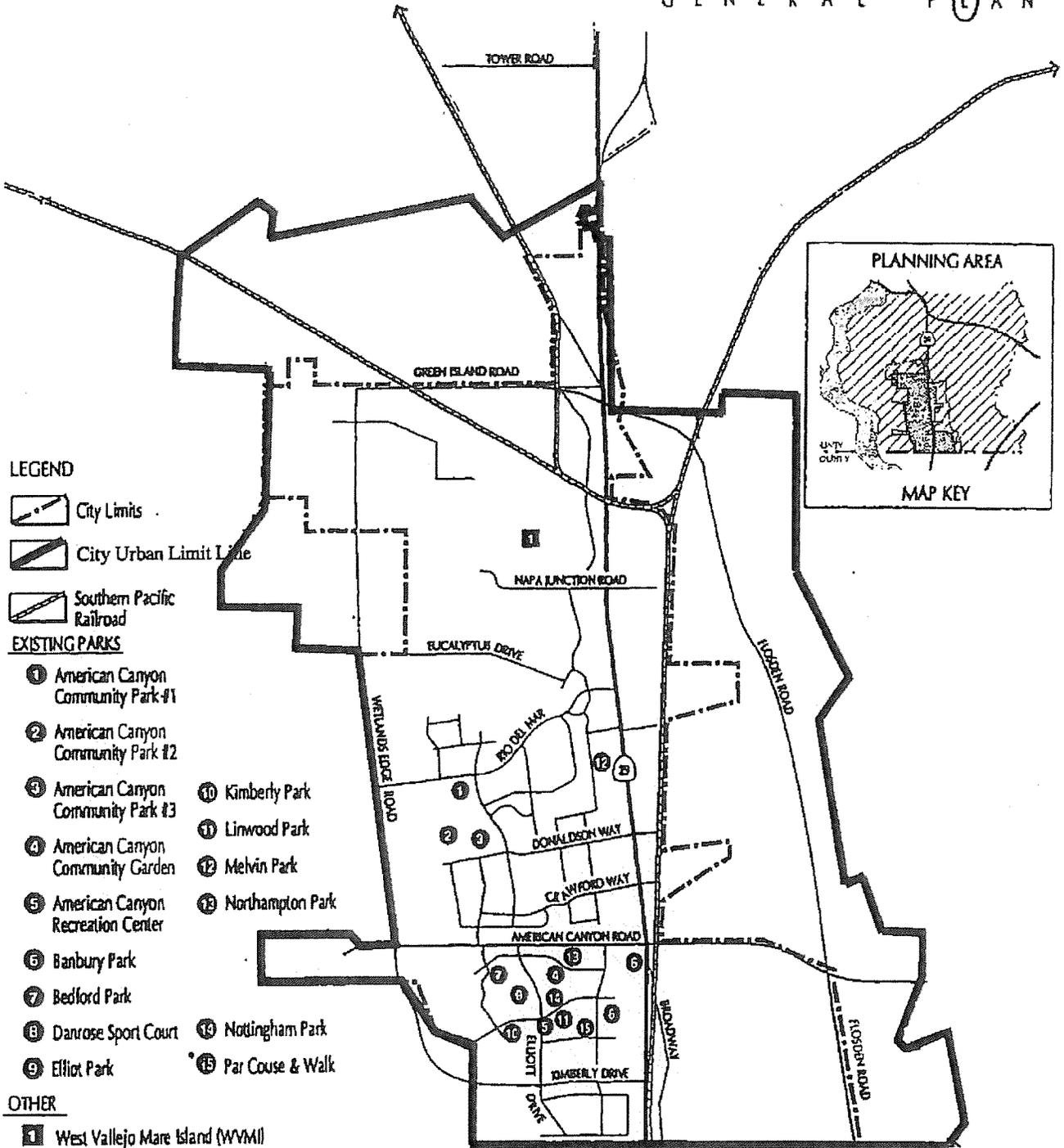
EXHIBIT 7

4-31

26

American Canyon

GENERAL PLAN



LEGEND

- City Limits
- City Urban Limit Line
- Southern Pacific Railroad

EXISTING PARKS

- ① American Canyon Community Park #1
- ② American Canyon Community Park #2
- ③ American Canyon Community Park #3
- ④ American Canyon Community Garden
- ⑤ American Canyon Recreation Center
- ⑥ Banbury Park
- ⑦ Bedford Park
- ⑧ Danrose Sport Court
- ⑨ Elliot Park
- ⑩ Kimberly Park
- ⑪ Linwood Park
- ⑫ Melvin Park
- ⑬ Northampton Park
- ⑭ Nottingham Park
- ⑮ Par Course & Walk

OTHER

- ① West Vallejo Mare Island (WVMI) Little League Fields

* Par Course Location is Generalized

SOURCE: City of American Canyon

Envirocom Corporation Graphics

EXISTING PARKS AND RECREATIONAL FACILITIES

EXHIBIT 8

7-5

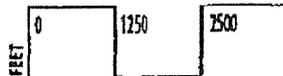
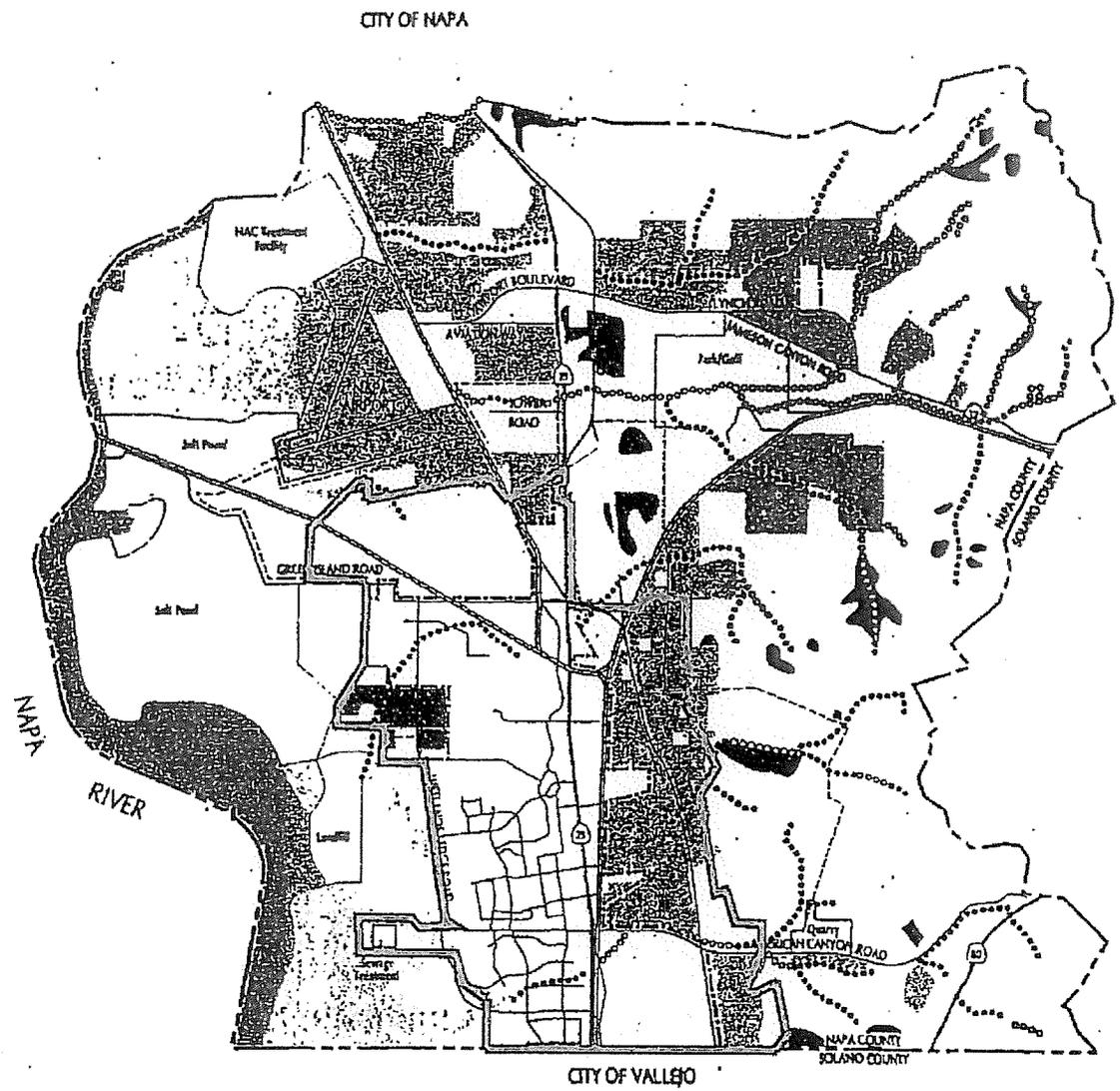


FIGURE 7-1

American Canyon

GENERAL PLAN



- LEGEND**
- | | |
|---------------------------|--|
| City of American Canyon | Agriculture, including disturbed areas |
| Planning Area | Mixed Hardwood Forest |
| City Urban Limit Line | Oak Savannah |
| Southern Pacific Railroad | Eucalyptus Forest |
| Riverine | Urbanized, Residential/Commercial/Industrial/Other |
| Coastal Saltmarsh | Riparian Woodland/Forest |
| Coastal Prairie | Other Riparian and Blue-Line Steams |

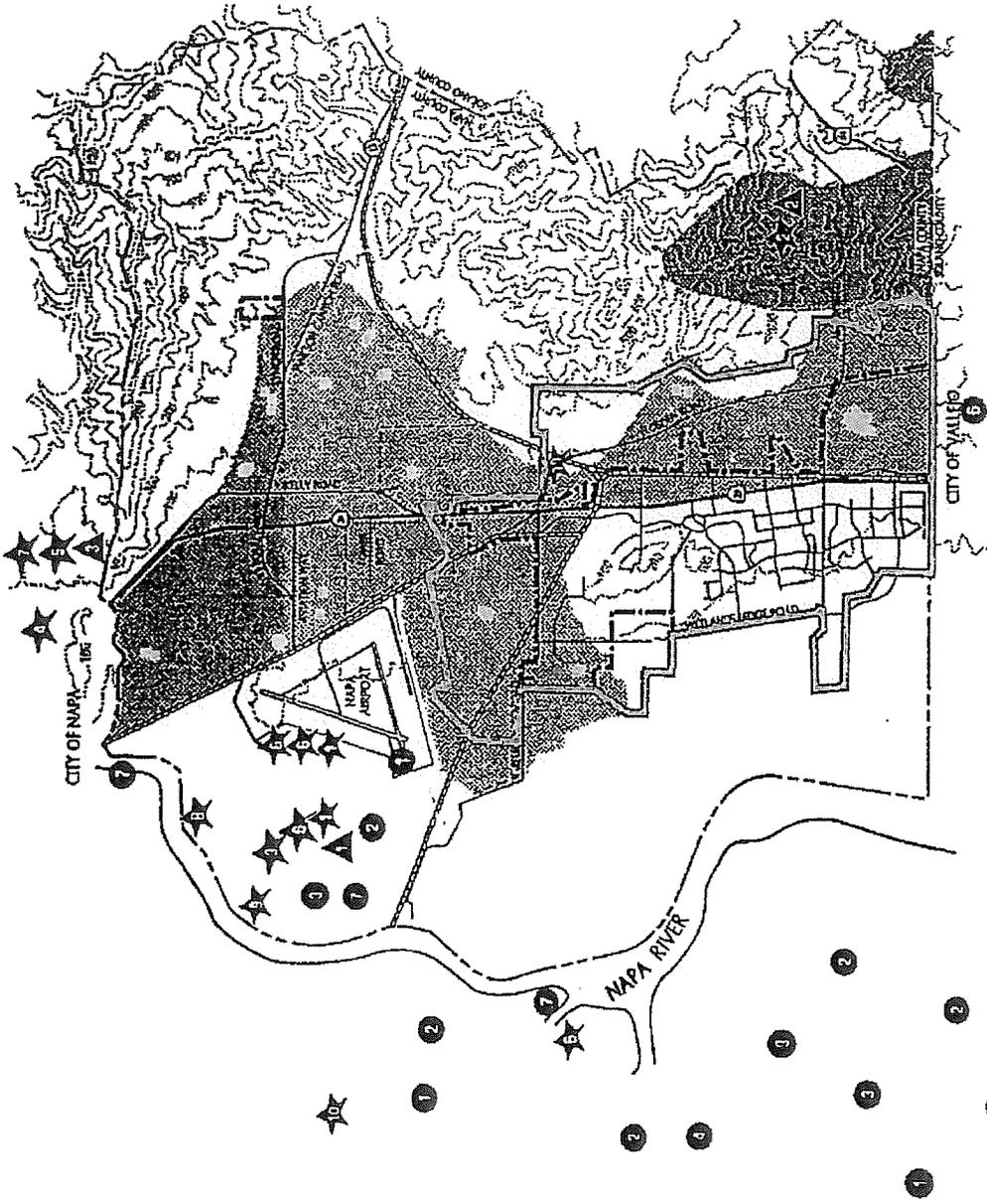
SOURCE: Various Corporations, 1991

Enricom Corporation Graphics

BIOLOGICAL HABITATS



EXHIBIT 9
8-6

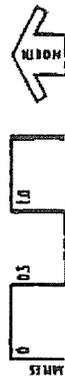


- LEGEND**
- City of American Canyon
 - Planning Area
 - City Urban Limit Line
 - Southern Pacific Railroad
- HABITATS**
- 1 Coastal Brackish Marsh
 - 2 Sesuvium Bunchgrass
 - 3 Northern Vernal Pool
- Extent of Sesuvium Pools**
- Potential Extent of Vernal Pools (Generalized)
- PLANTS**
- 1 *Aster chilensis lentus*
 - 2 *Castilleja neglecta*
 - 3 *Conyza latifolia*
 - 4 *Downingia humilis*
 - 5 *Lathyrus confertus*
 - 6 *Lathyrus J. japonii*
 - 7 *Legume limosa*
 - 8 *Uliocarpus masonii*
 - 9 *Polygonum maritimum*
 - 10 *Tribulus terrestris*
- ANIMALS**
- 1 California Black Rail
 - 2 California Clapper Rail
 - 3 Saltmarsh Common Yellowthroat
 - 4 Western Snowy Plover
 - 5 Golden Eagle
 - 6 Burrowing Owl
 - 7 Saltmarsh Harvest Mouse
 - 8 Salt Marsh Shrew

SOURCE: Entomom Corporation, 1993

SENSITIVE ELEMENTS OF BIOLOGICAL DIVERSITY

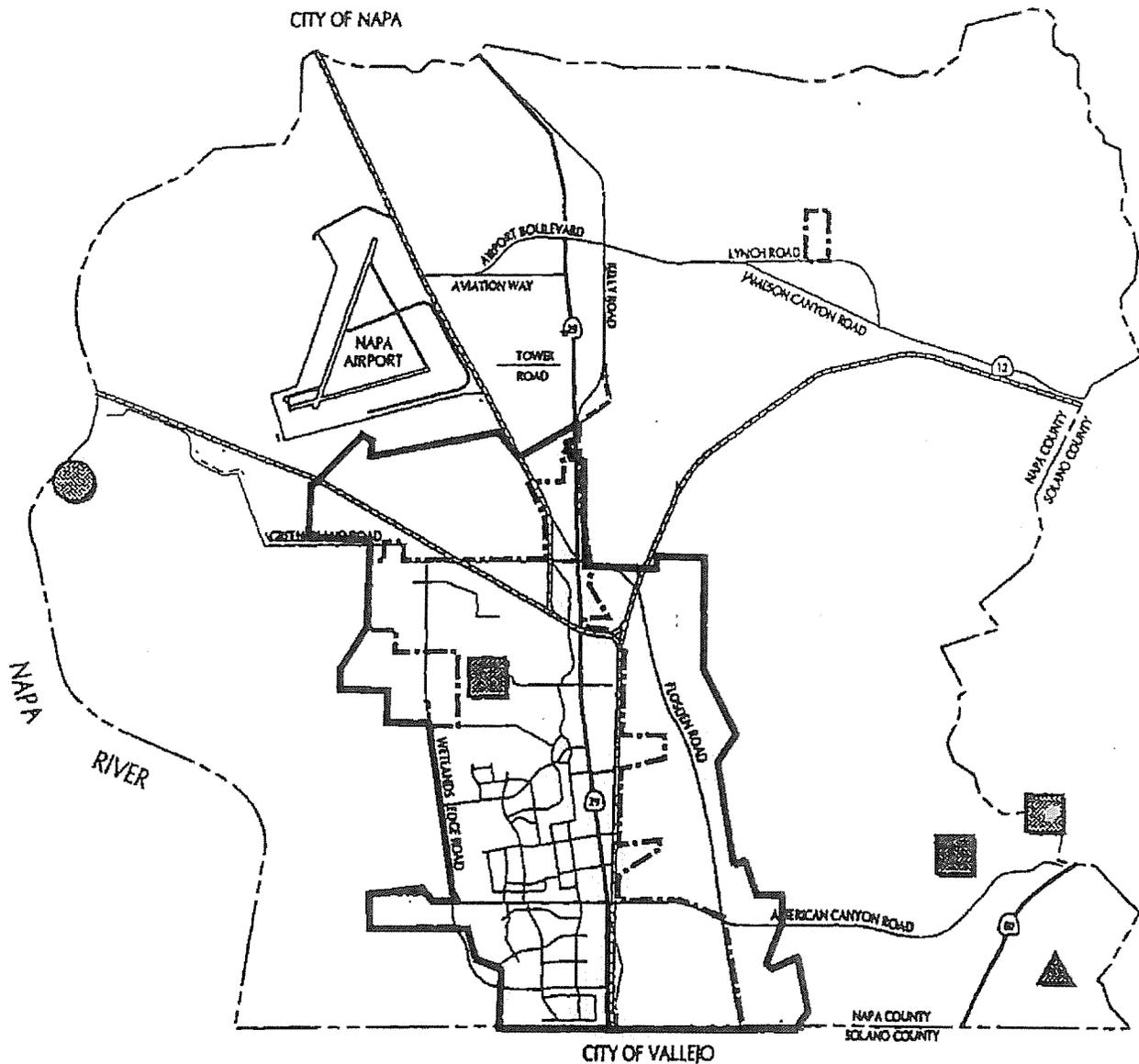
EXHIBIT 10



18-2

American Canyon

GENERAL PLAN



LEGEND

- | | | | |
|--|---------------------------|--|--------------------------------|
| | City of American Canyon | | Sand, Gravel and Rock Products |
| | Planning Area | | Salt Operations |
| | City Urban Limit Line | | Mercury - Mine |
| | Southern Pacific Railroad | | |

SOURCE: Envicor Corporation, 1993

Envicor Corporation Graphics

MINERAL DEPOSITS

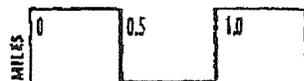


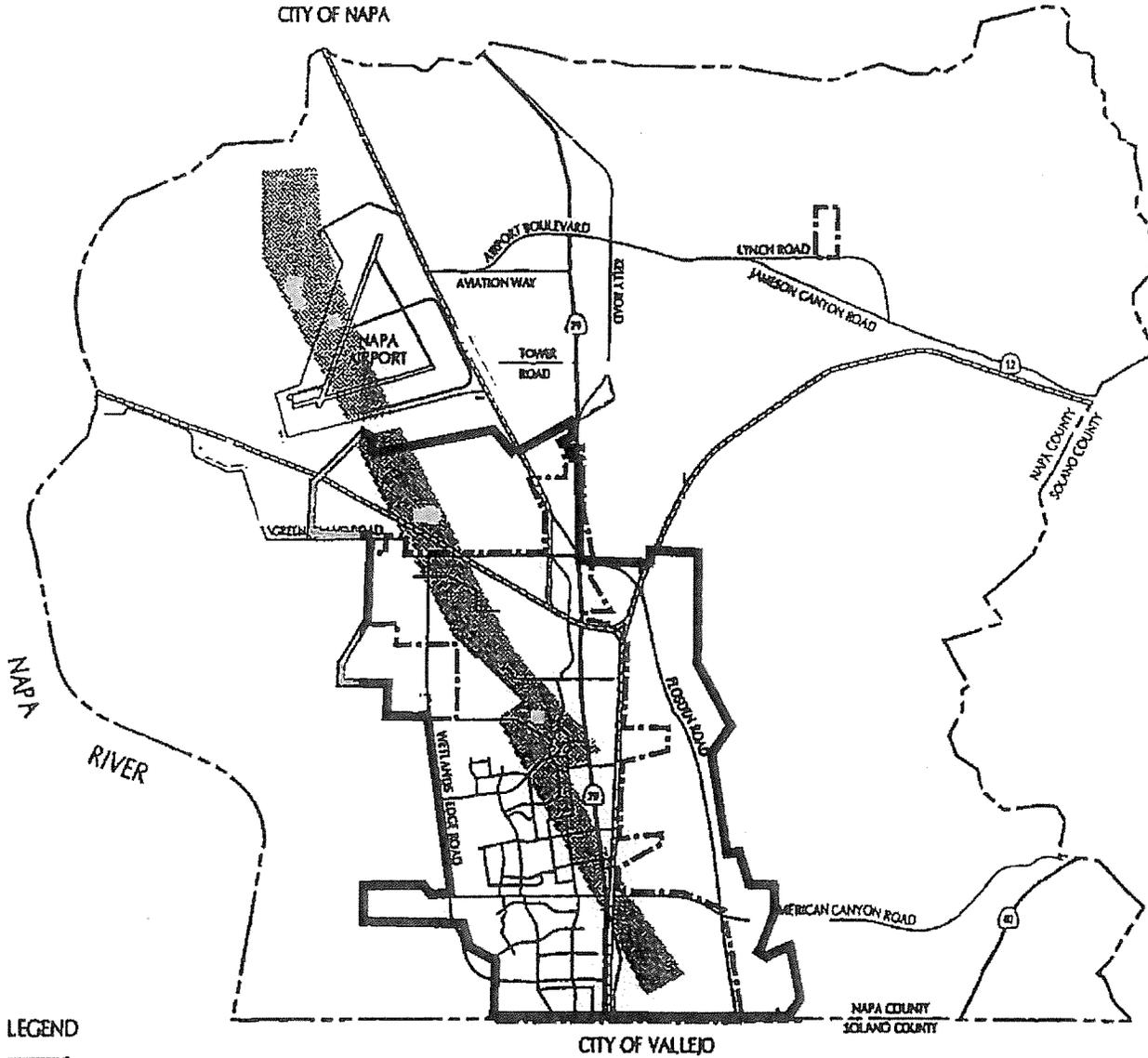
FIGURE 8-3

EXHIBIT 11

8-21

American Canyon

GENERAL PLAN



- LEGEND**
- City of American Canyon
 - Planning Area
 - City Urban Limit Line
 - Southern Pacific Railroad
 - Alquist-Priolo Special Study Zone

SOURCE: Envirocom Corporation, 1993

Envirocom Corporation Graphics

WEST NAPA FAULT
(ALQUIST-PRIOLO SPECIAL STUDY ZONE)

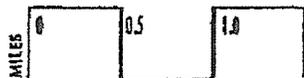
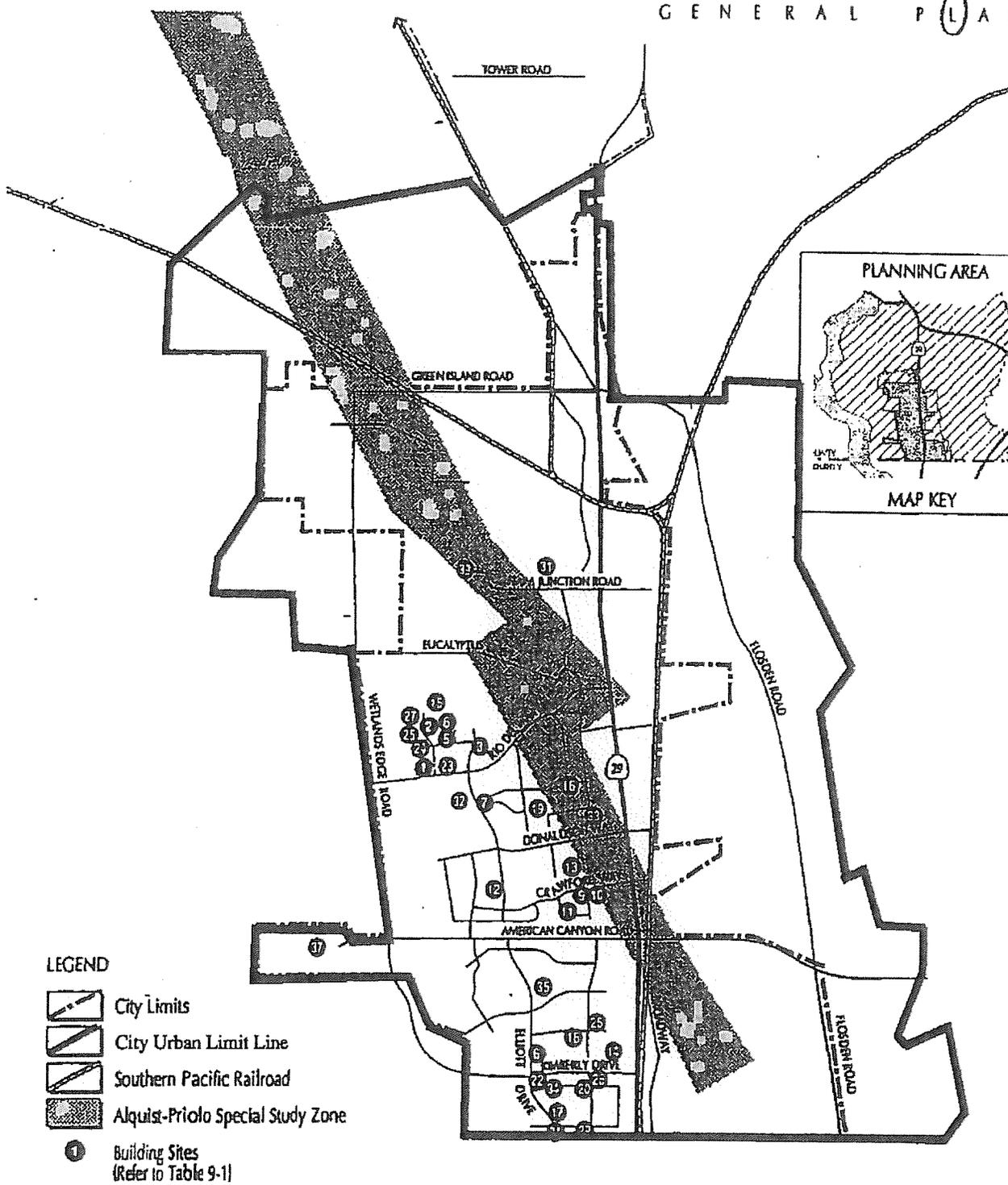


FIGURE 9-1

EXHIBIT 12
9-6

American Canyon

GENERAL PLAN



- LEGEND**
- City Limits
 - City Urban Limit Line
 - Southern Pacific Railroad
 - Alquist-Priolo Special Study Zone
 - Building Sites
(Refer to Table 9-1)

SOURCE: City of American Canyon

Envicam Corporation Graphics

CRITICAL, SENSITIVE & HIGH
OCCUPANCY BUILDINGS / SITES

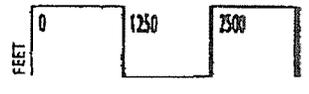
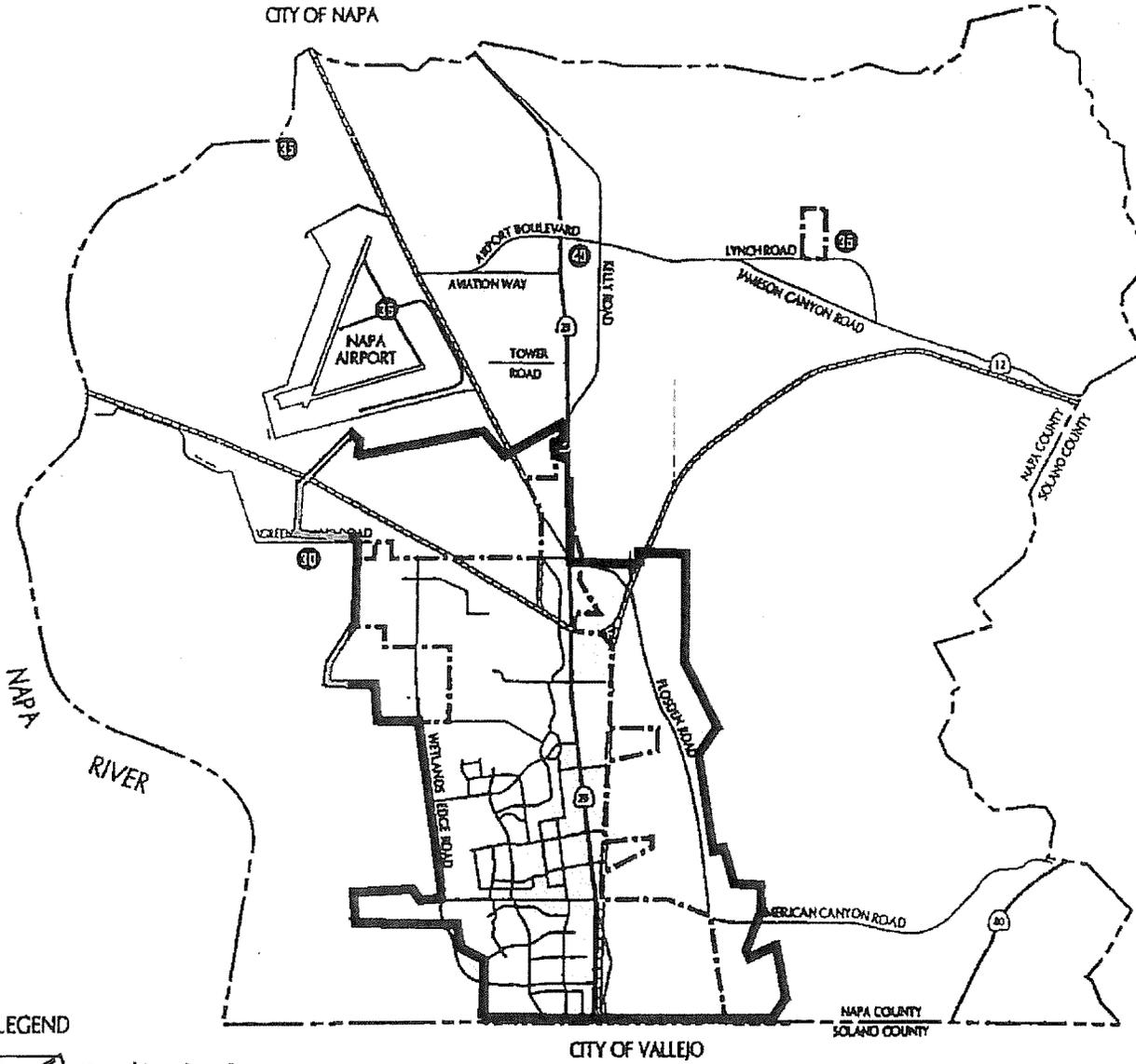


FIGURE 9-2a

EXHIBIT 13
9-9

American Canyon

GENERAL PLAN



LEGEND

-  City of American Canyon
-  Planning Area
-  City Urban Limit Line
-  Southern Pacific Railroad
-  Building Sites
(Refer to Table 9-1)

SOURCE: City of American Canyon

 Envicom Corporation Graphics

CRITICAL, SENSITIVE & HIGH
OCCUPANCY BUILDINGS / SITES

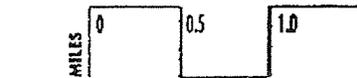
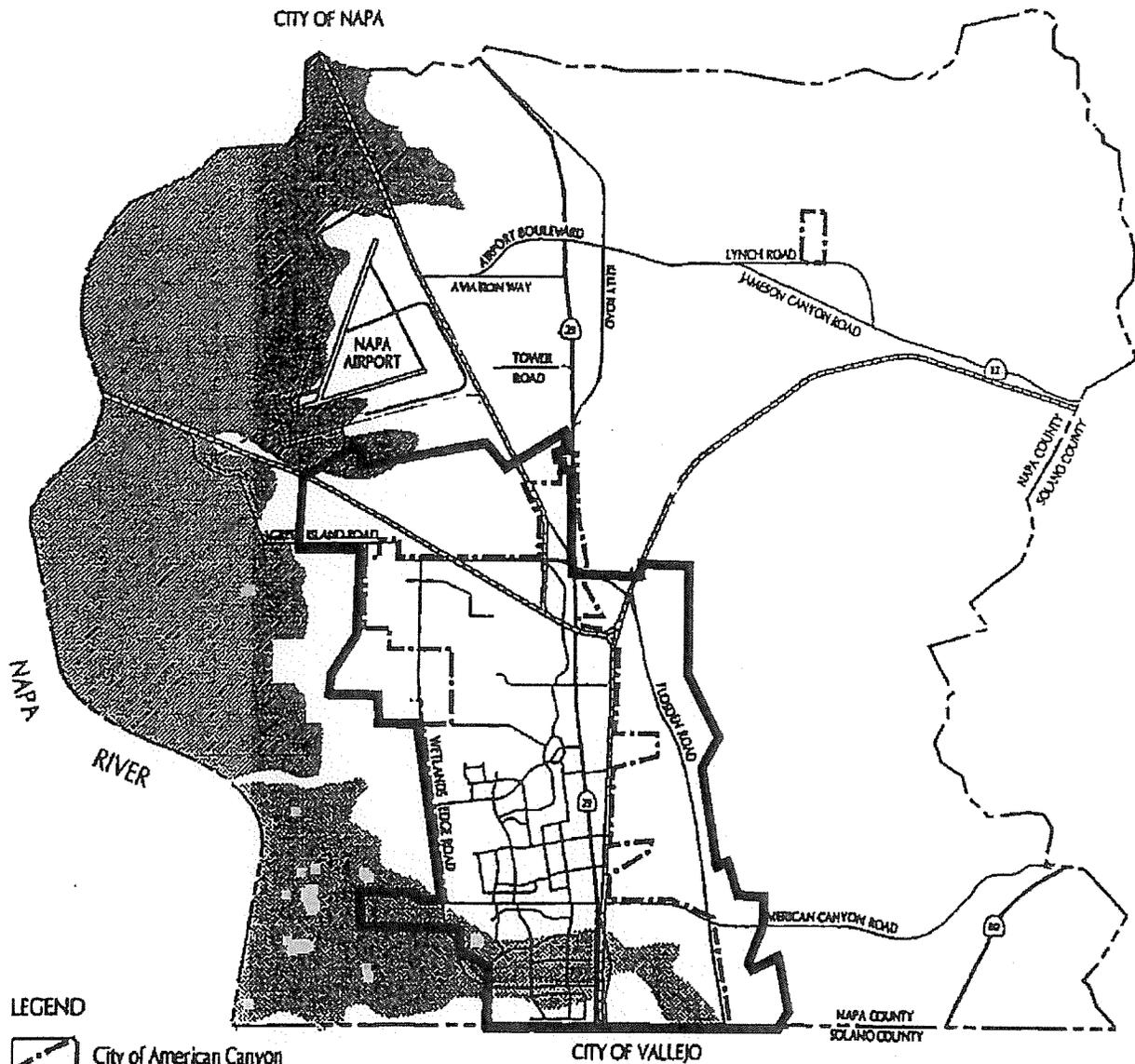


FIGURE 9-2b

EXHIBIT 14
9-10



LEGEND

-  City of American Canyon
-  Planning Area
-  City Urban Limit Line
-  Southern Pacific Railroad
-  Inundation Area for Conn and Milliken Dams, and Rector Reservoir
-  Inundation Area for Summit Reservoir

SOURCE: Napa County Sensitivity Map

Envirocom Corporation Graphics

DAM / RESERVOIR FAILURE

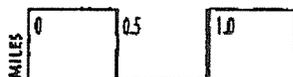
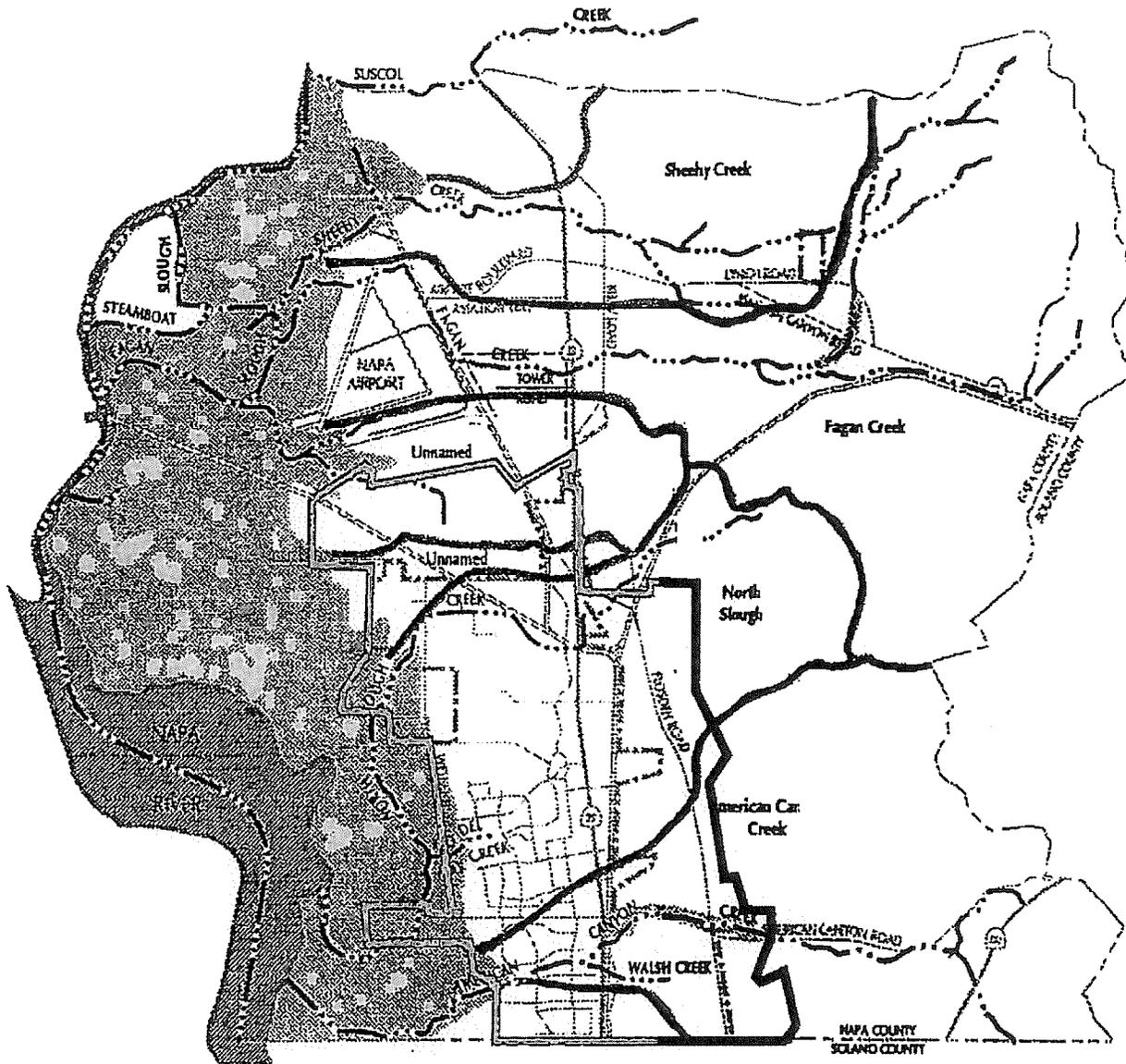


FIGURE 9-3

EXHIBIT 15
9-15



LEGEND

- | | | | |
|---|---------------------------|---|---------------------|
|  | City of American Canyon |  | Drainage Course |
|  | Planning Area |  | Body of Water |
|  | City Urban Limit Line |  | 100 Year Flood Area |
|  | Southern Pacific Railroad | | |
|  | Watershed Boundary | | |

SOURCE: West Yost Associates, 1993

Envirom Corporation Graphics

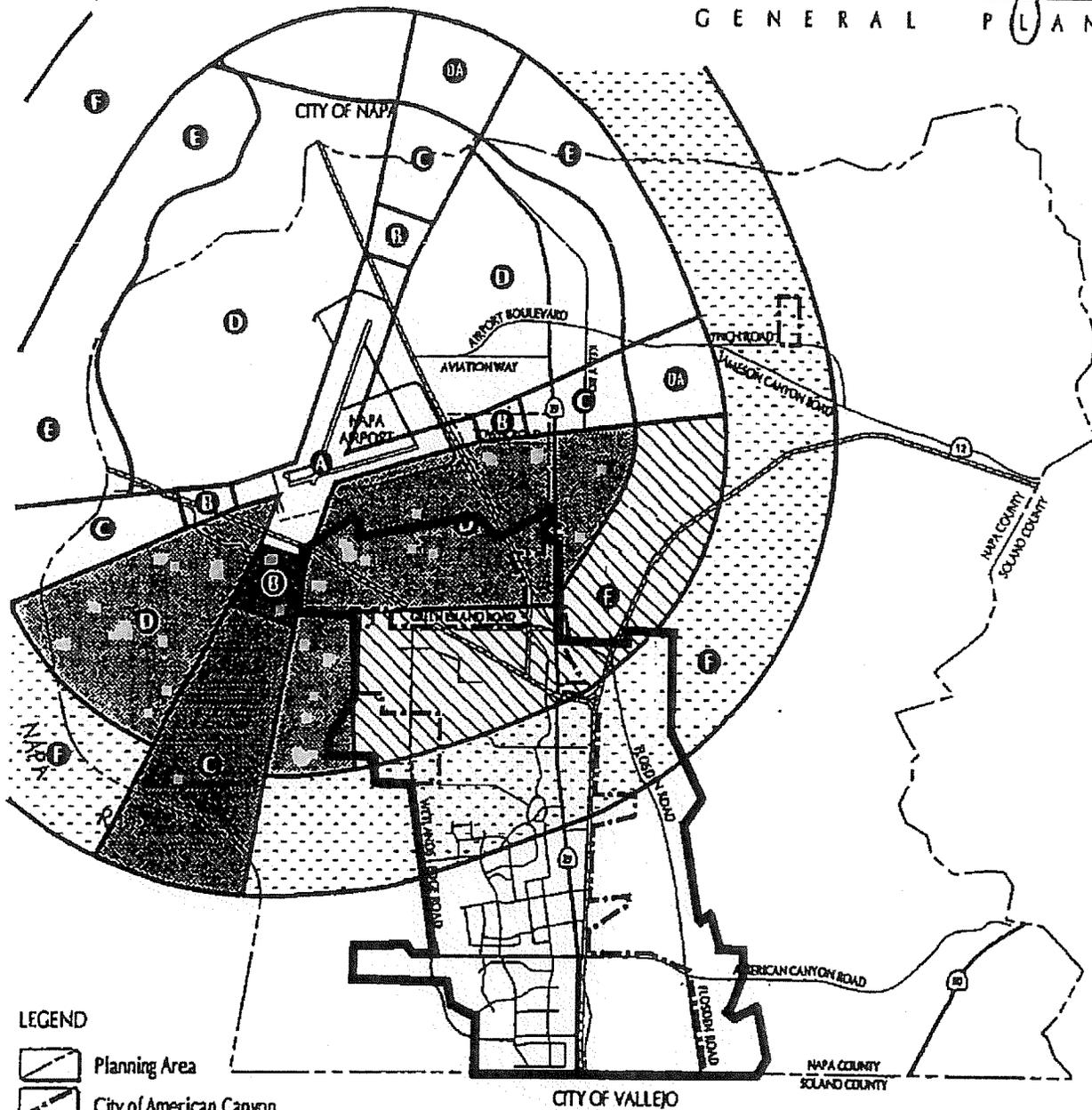
MAJOR DRAINAGE FACILITIES AND 100 YEAR FLOOD EVENT



EXHIBIT 16
10-5

American Canyon

GENERAL PLAN



LEGEND

- Planning Area
- City of American Canyon
- City Urban Limit Line
- Southern Pacific Railroad
- Zone B - "Inner Approach / Departure Zones"
 - Substantial Accident Risk
 - High Noise Levels
 - Low Overflights Below 100 Feet
- Zone C - "Outer Approach / Departure Zones"
 - Moderate Accident Risk
 - Substantial Noise
 - Low Overflights Below 300 Feet
- Zone D - "Traffic Pattern Area"
 - Moderate Accident Risk
 - Frequent Noise Intrusion
 - Routine Overflight Below 1000 Feet
- Zone E - "Common Flight Paths"
 - Limited Accident Risk
 - Frequent Noise Intrusion
 - Overflight Annoyance
- Zone F - "Other Airport Environs"
 - Low Accident Risk
 - Overflight Annoyance

SOURCE: Napa County Airport Land Use Compatibility Plan, 1991

Envicom Corporation Graphics

COMPATIBILITY PLAN
(Napa County Airport)

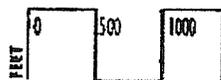


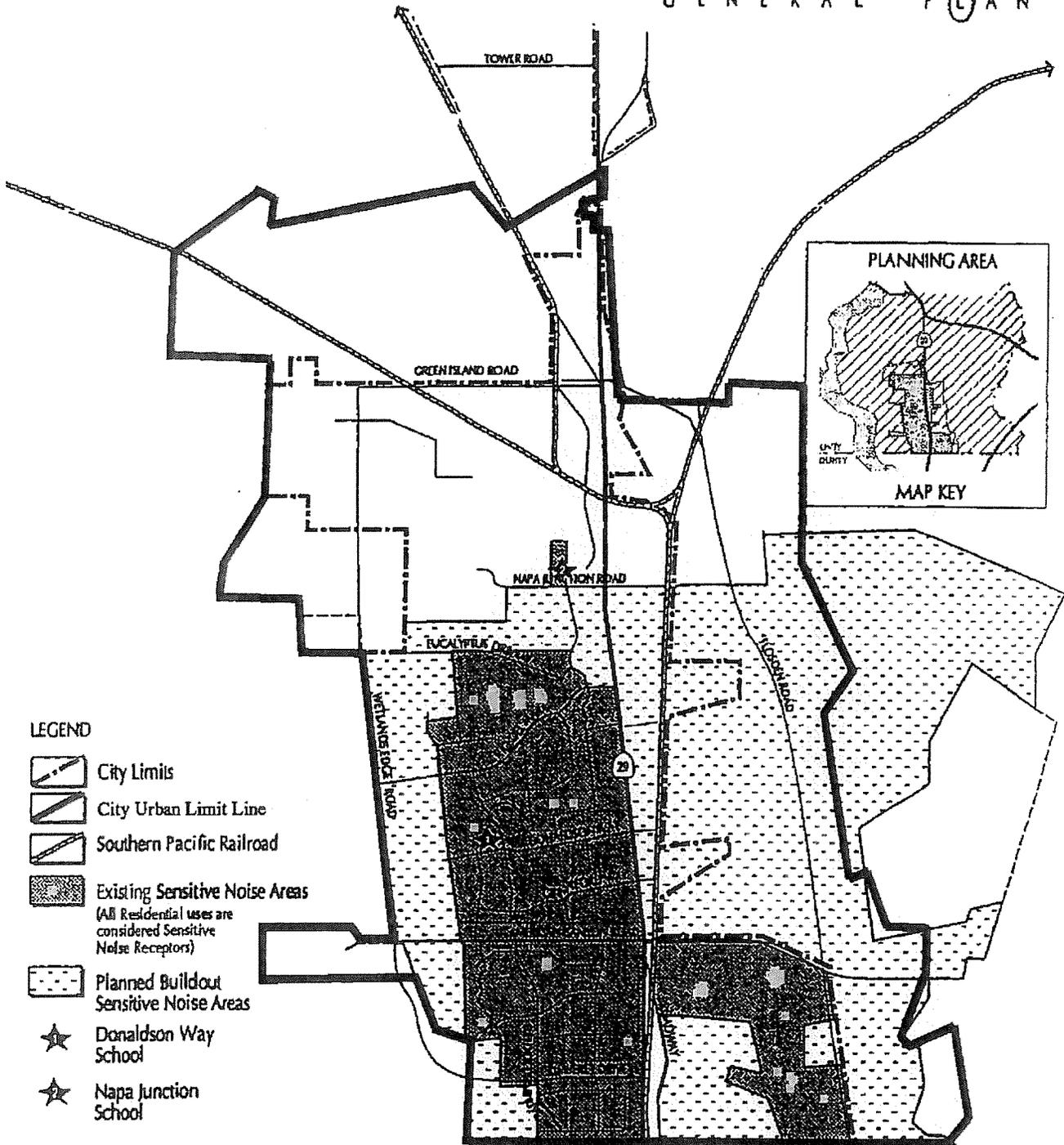
FIGURE 11-1

EXHIBIT 17

11-3

American Canyon

GENERAL PLAN



SOURCE: Envirocom Corporation, 1993

Envirocom Corporation Graphics

**SENSITIVE
NOISE AREAS**

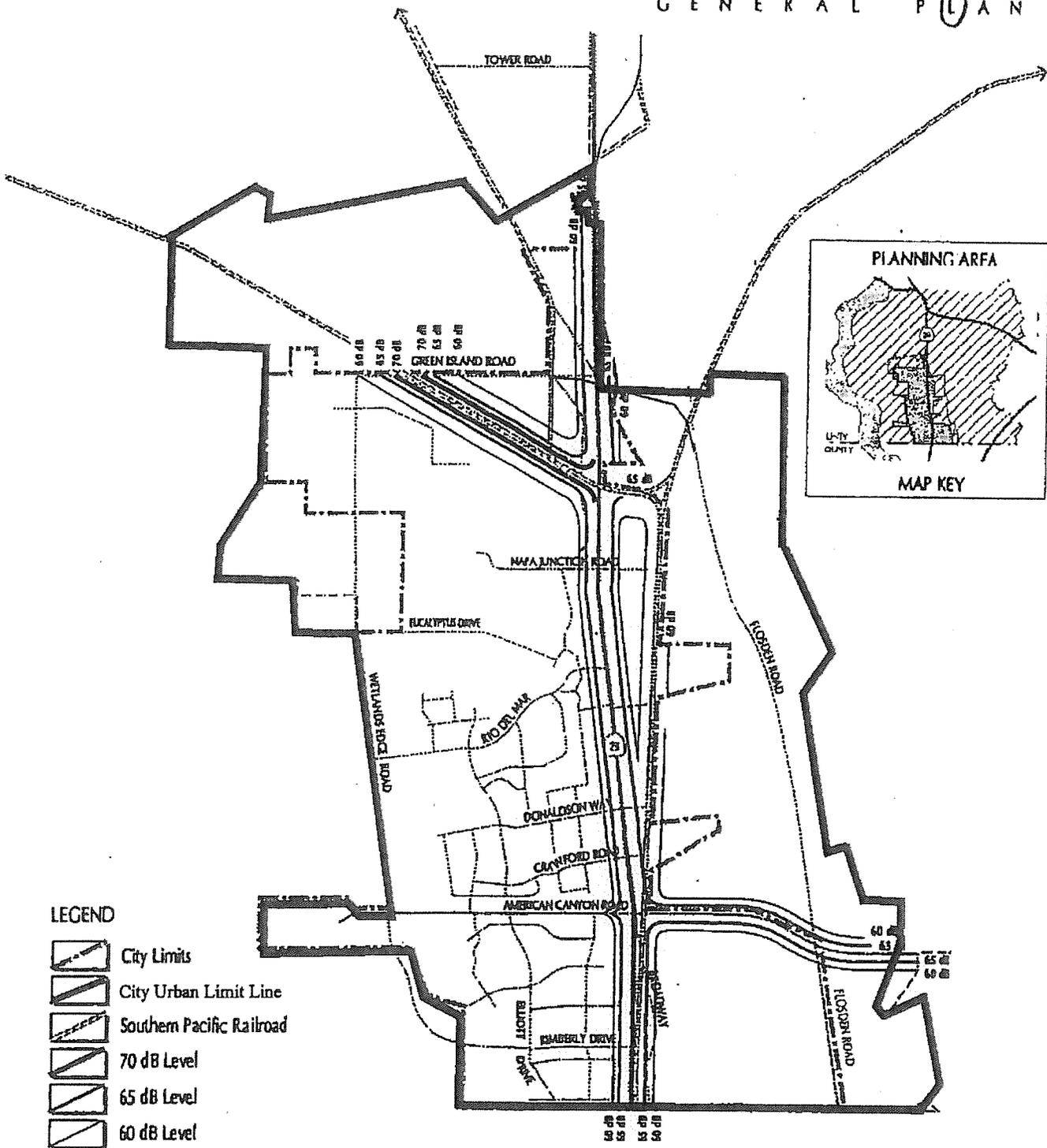


FIGURE 11-3

EXHIBIT 18

American Canyon

GENERAL PLAN



LEGEND

- City Limits
- City Urban Limit Line
- Southern Pacific Railroad
- 70 dB Level
- 65 dB Level
- 60 dB Level

SOURCE: Envirocam Corporation, 1993

Envirocam Corporation Graphics

GENERALIZED EXISTING NOISE CONTOURS (CITY OF AMERICAN CANYON)

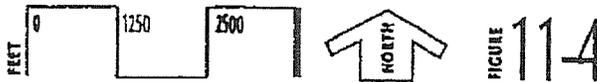
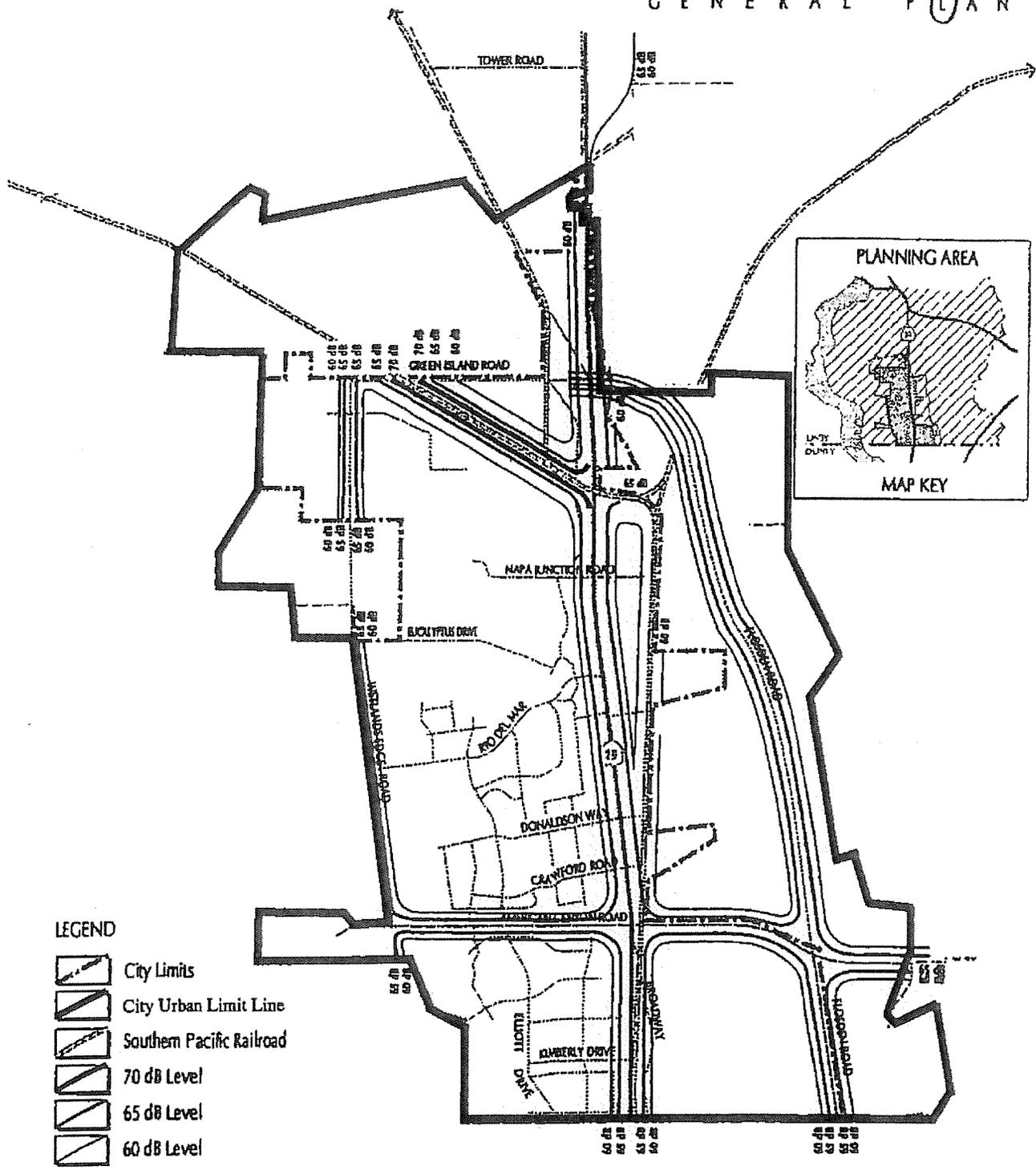


EXHIBIT 19

American Canyon

GENERAL PLAN



SOURCE: Envirocon Corporation, 1993

Envirocon Corporation Graphics

GENERALIZED FUTURE NOISE CONTOURS
(CITY OF AMERICAN CANYON)

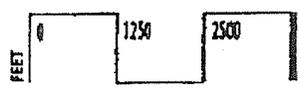
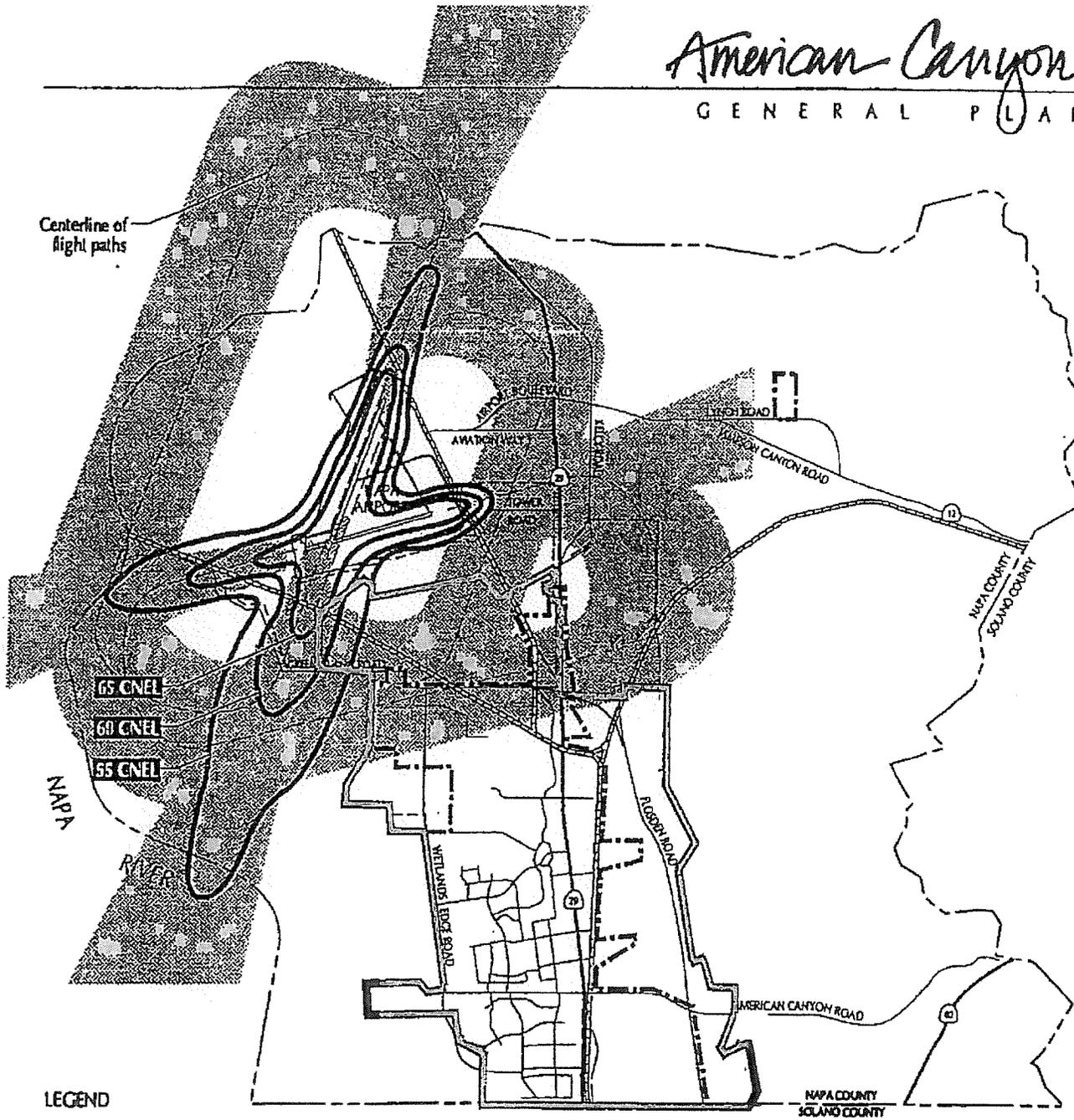


FIGURE 11-4a

EXHIBIT 20
11-9

American Canyon

GENERAL PLAN



- LEGEND**
-  City of American Canyon
 -  City Urban Limit Line
 -  Proposed City Urban Limit Line
 -  Southern Pacific Railroad
 -  Traffic Patterns & Overflight Areas

SOURCE: Napa County Airport Compatibility Plan, 1991

Envicam Corporation Graphics

NAPA COUNTY AIRPORT NOISE IMPACTS

MILES 0 0.5 1.0

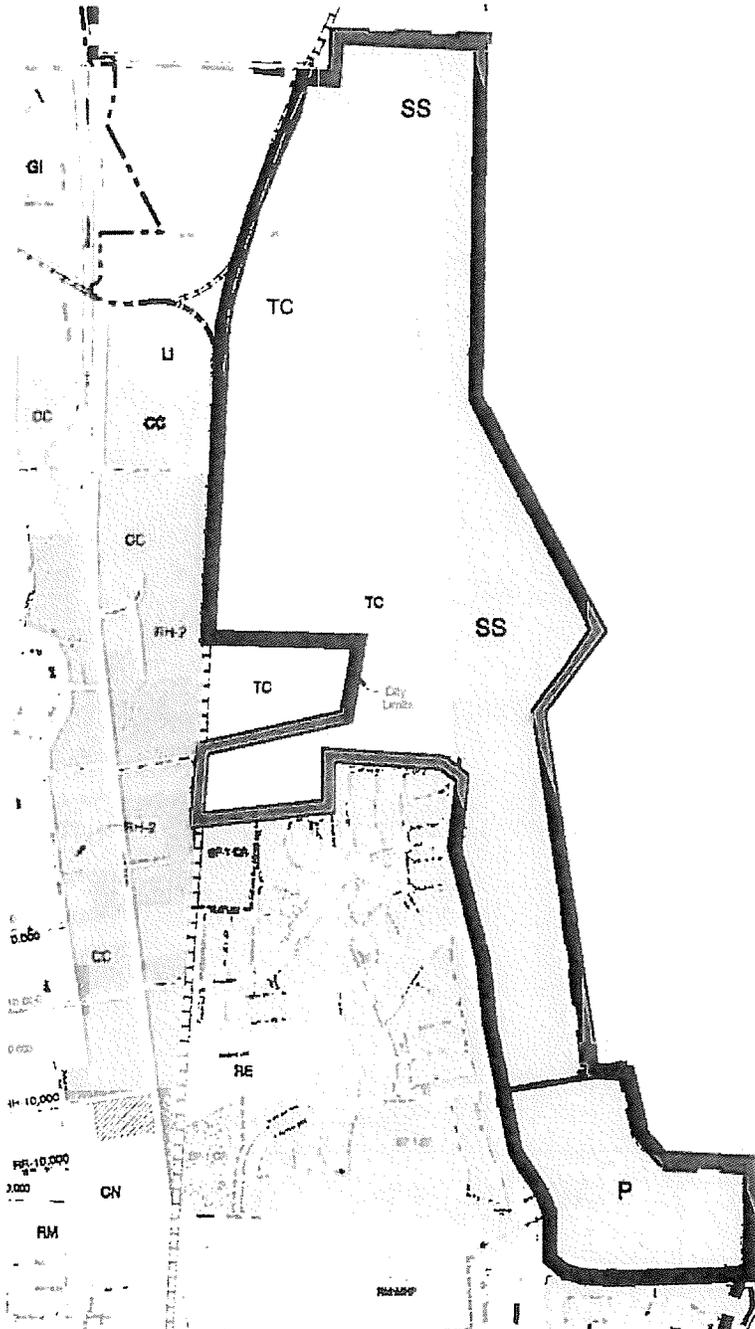
EXHIBIT 21
11-10

FIGURE 11-5

NORTH

Legend

- TC Town Center Zone District
REF: Chapter 19.12 of the American Canyon Zoning Ordinance
- SS Special Study Zone District
REF: Chapter 19.50 of the American Canyon Zoning Ordinance
- P Public Zone District
REF: Chapter 19.13 of the American Canyon Zoning Ordinance
- Prezoning Boundary



The Prezoning Boundary includes all of Assessor Parcel Numbers 057-120-017, 059-020-008, 059-020-009, 059-020-010, 059-020-011, 059-020-026, 059-020-030, 059-020-032, 059-040-057 and 059-040-066, and a portion of 059-020-029, 059-030-004, 059-030-030, 059-040-048, 059-040-049 and 059-040-050.

Amends the Official Zoning Map of the Zoning Ordinance of the City of American Canyon, Title 19, Chapter 19.03 of the Municipal Code, Section 19.03.010, Ordinance No. 2001-02 §1 (part), 2001.

Note: The boundary line between the Town Center Zone District and the Special Study Zone District, which is shown by a dotted line on this Exhibit 22, shall generally be the alignment of the extension of the Newell Road (formerly known as Flosden Road) adopted by the City of American Canyon City Council.

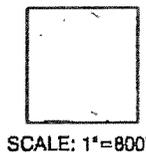


Exhibit 22

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

The City Attorney of American Canyon has prepared the following title and summary of the chief purpose and points of the proposed measure:

CITY OF AMERICAN CANYON CITY URBAN LIMIT LINE AND PREZONING ACT

The proposed initiative would establish a City Urban Limit Line for the City of American Canyon to guide future growth and development in a manner consistent with the City of American Canyon General Plan, and prezone certain lands within the City of American Canyon ("City") Urban Limit Line which are not already within the City's boundaries. The measure would do this by amending both the City General Plan and the City Zoning Ordinance. The proposed initiative would, by amending the City General Plan: (1) create a City Urban Limit Line around the entire City; (2) revise multiple figures in the General Plan to reflect the City Urban Limit Line; and add text about the City Urban Limit Line to the General Plan. The proposed initiative would amend the City's existing Zoning Map to prezone specific areas outside the City limits, but within the City Urban Limit Line. "Prezoning" is a method to establish zoning for unincorporated territory the City wishes to annex. The proposed initiative would also expand the area known as the Town Center project by amending figures and text contained in the City General Plan. The proposed initiative would also amend the City Zoning Ordinance with respect to the Town Center District and create a new zoning district entitled "Special Study Zone District." The City Urban Limit Line established by the proposed measure could only be changed by a subsequent vote of the voters of the City at a City election and would remain in effect until January 1, 2030.

NOTICE TO THE PUBLIC: THIS PETITION MAY BE CIRCULATED BY A PAID SIGNATURE GATHERER OR A VOLUNTEER. YOU HAVE THE RIGHT TO ASK.

ALL SIGNERS OF THIS PETITION MUST BE REGISTERED VOTERS OF THE CITY OF AMERICAN CANYON.

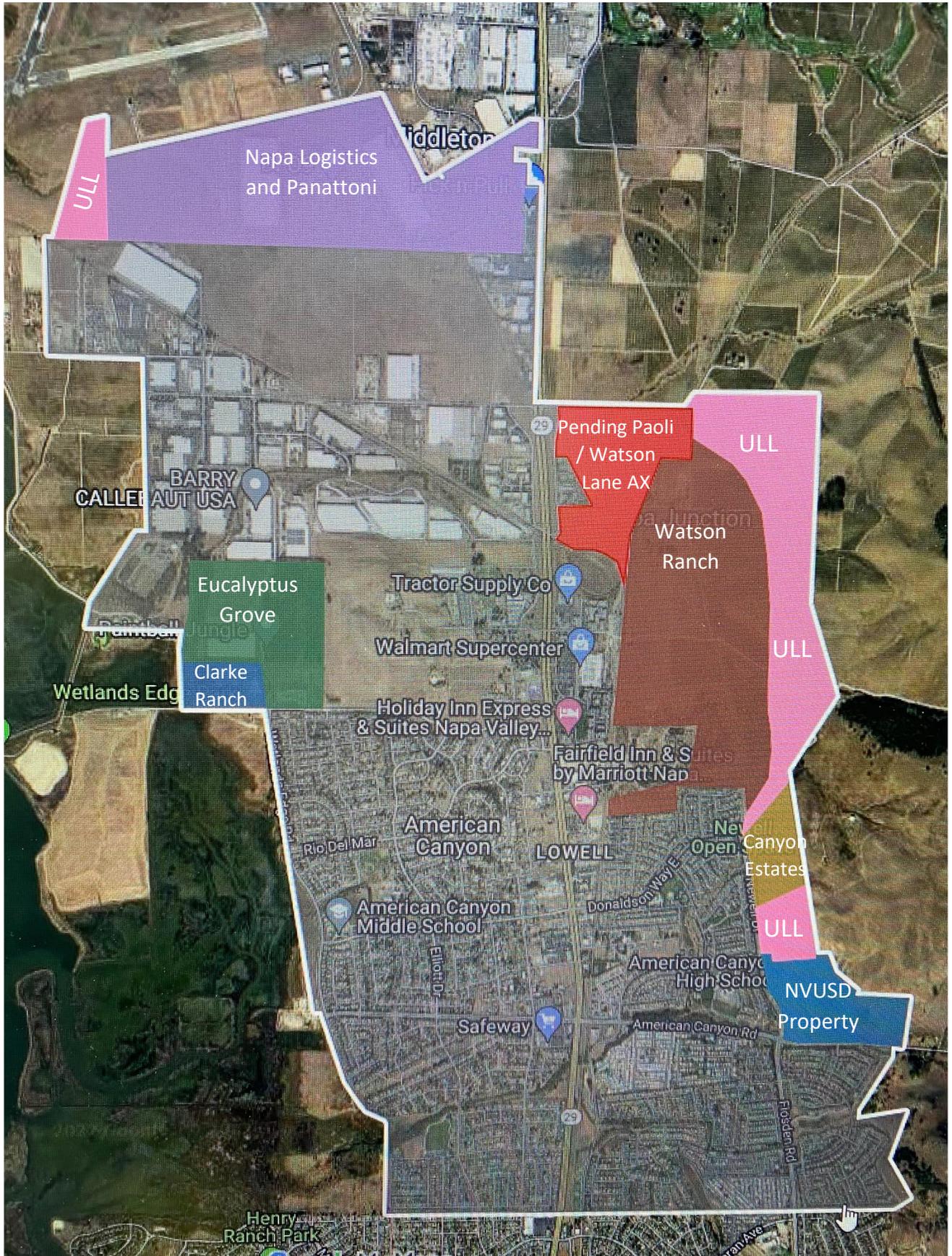
Official Use Only

REGISTERED VOTERS ONLY

REGISTERED VOTERS ONLY

NEW REGISTRATION	1. _____ Print Your Name	_____	
	Residence Address ONLY		
	_____	_____	
	Sign as Registered To Vote	City Zip	
NEW REGISTRATION	2. _____ Print Your Name	_____	
	Residence Address ONLY		
	_____	_____	
	Sign as Registered To Vote	City Zip	
NEW REGISTRATION	3. _____ Print Your Name	_____	
	Residence Address ONLY		
	_____	_____	
	Sign as Registered To Vote	City Zip	
NEW REGISTRATION	4. _____ Print Your Name	_____	
	Residence Address ONLY		
	_____	_____	
	Sign as Registered To Vote	City Zip	
NEW REGISTRATION	5. _____ Print Your Name	_____	
	Residence Address ONLY		
	_____	_____	
	Sign as Registered To Vote	City Zip	

Urban Limit Line
Annexations Labelled
Remaining ULL Shown in Pink



ATTACHMENT 5

POTENTIALLY SIGNIFICANT ENVIRONMENTAL IMPACTS

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Greenhouse Gas Emissions
- Land Use and Planning
- Noise
- Population and Housing
- Public Services and Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire
- Cumulative Effects
- Growth Inducing Effects

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Greenhouse Gas Emissions
- Land Use and Planning
- Noise
- Population and Housing
- Public Services and Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire
- Cumulative Effects
- Growth Inducing Effects

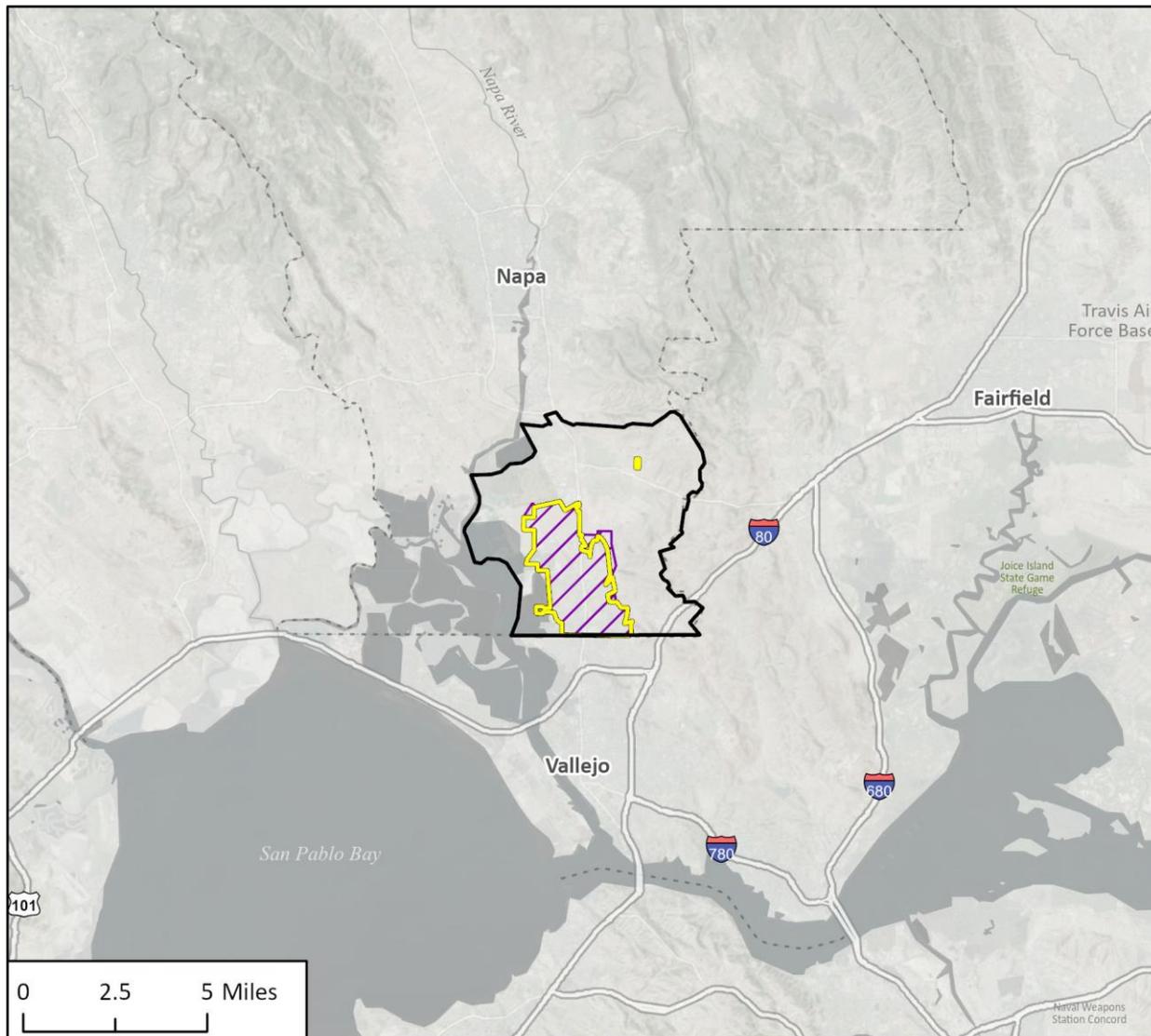
When the Draft EIR is completed, it will be available for review at the City's offices located at 4381 Broadway Street, Suite 201, American Canyon, California 94503 and online at: <https://www.cityofamericancanyon.org/government/community-development/planning-zoning/general-plan-update>. The City will issue a Notice of Availability of a Draft EIR at that time to inform the public and interested agencies, groups, and individuals of how to access the Draft EIR and provide comments.

If you have questions regarding this NOP or the scoping meeting, please contact Brent Cooper at (707) 647-4335 or via email at bcooper@cityofamericancanyon.org

Brent Cooper, Community Development Director

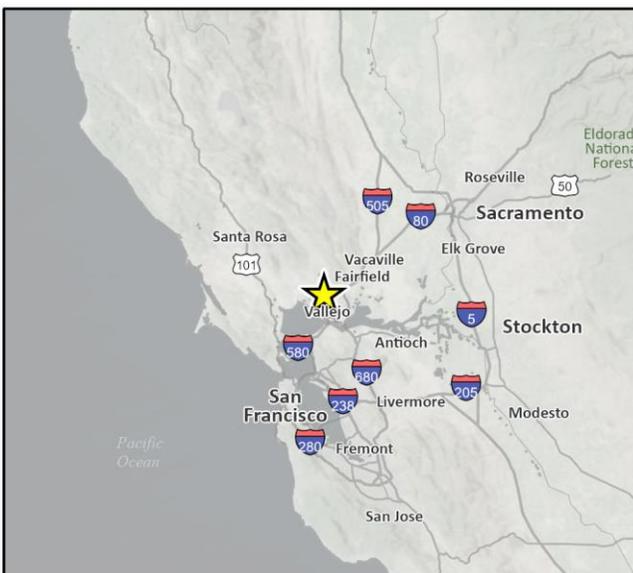
Date

Figure 1 Regional Location



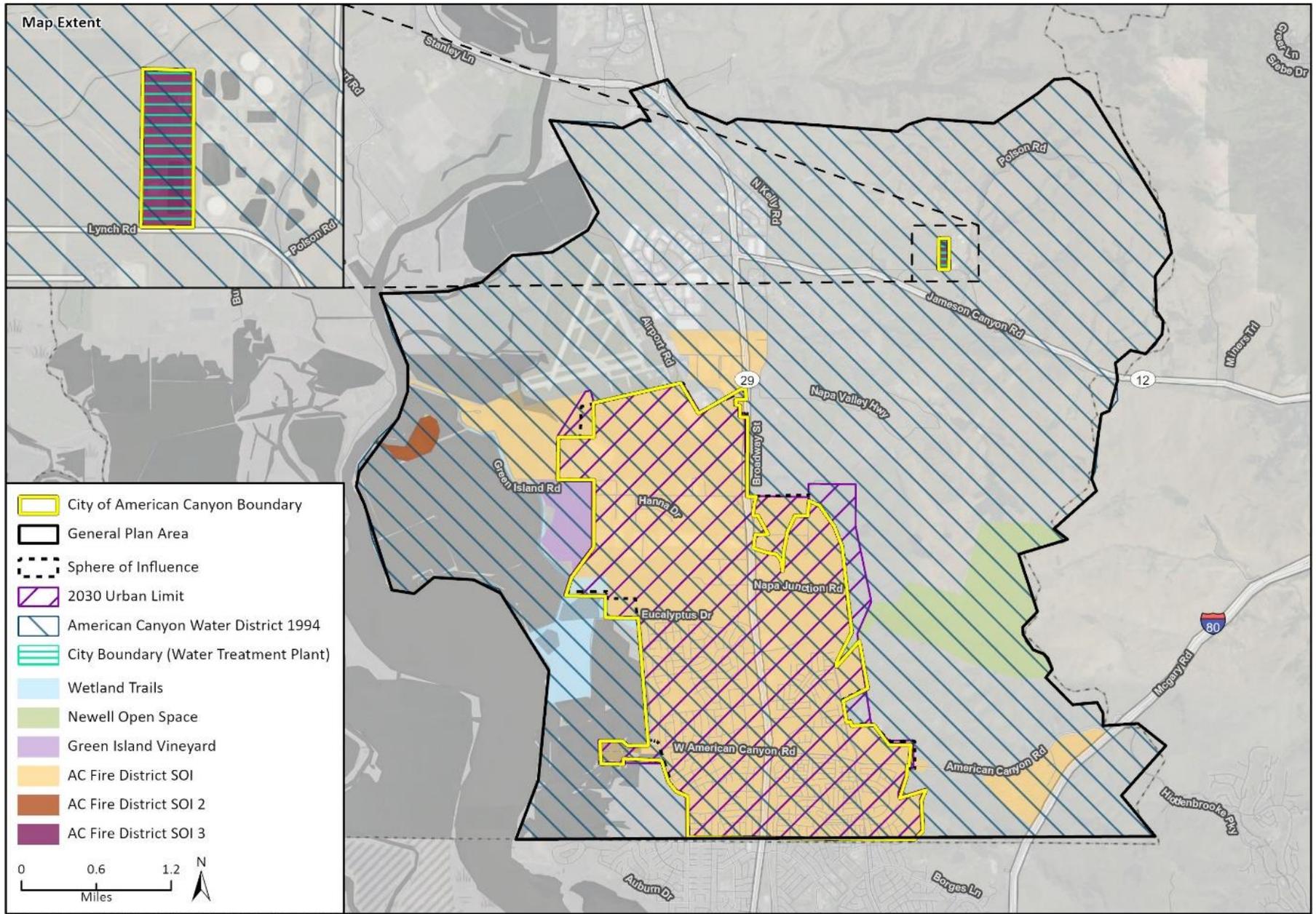
Basemap provided by Microsoft Bing, Esri and their licensors © 2022.
 Additional data provided by the City of American Canyon, 2022.

-  City of American Canyon Boundary
-  General Plan Area
-  2030 Urban Limit
-  Project Location



American Canyon GPU and EIR

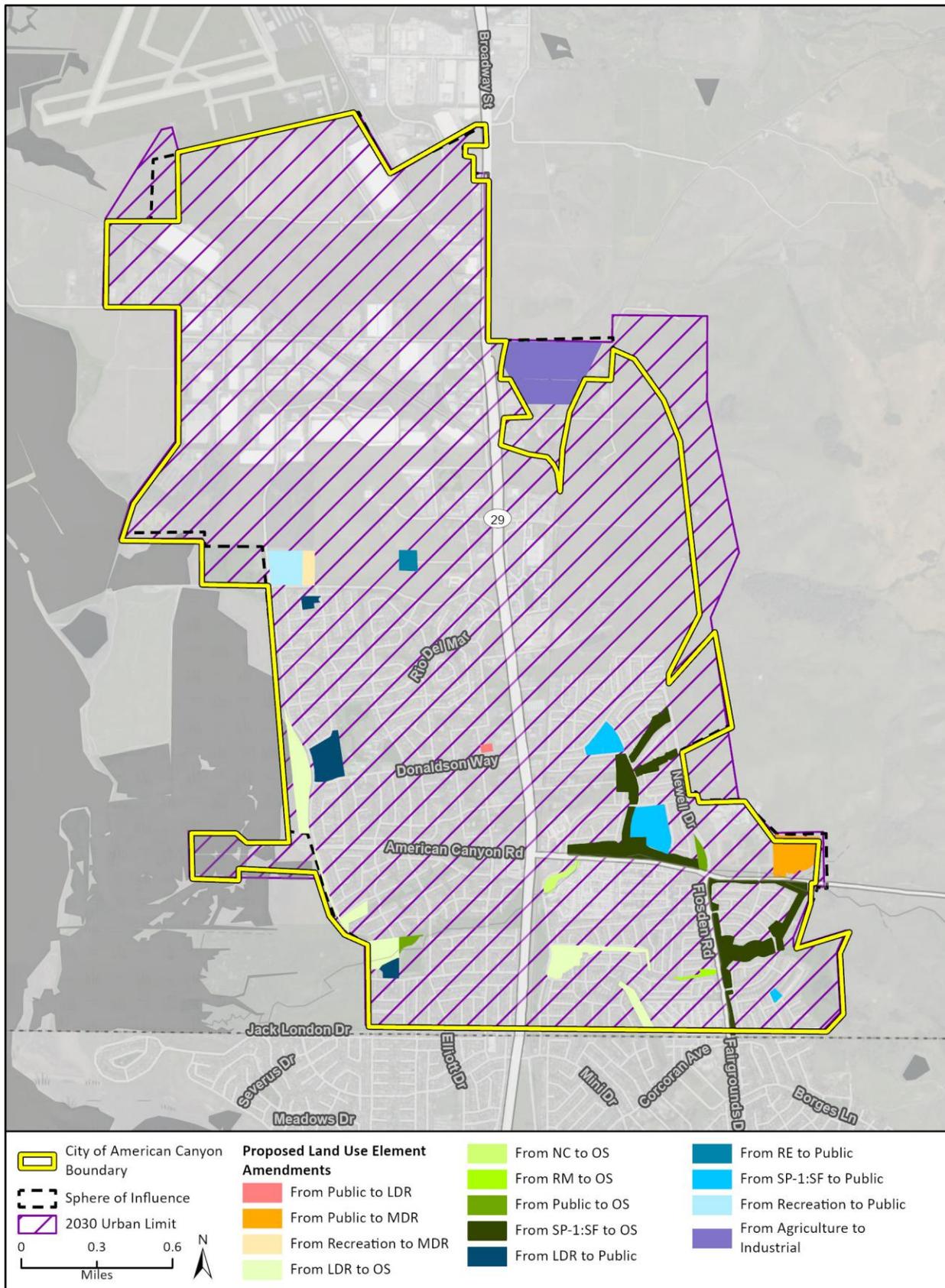
Figure 2 Project Location



Base map provided by Microsoft Bing, Esri and their licensors © 2022.
 Additional data provided by the City of American Canyon, 2022.

American Canyon City and Fire PD
 Fig 2 Project Location Map

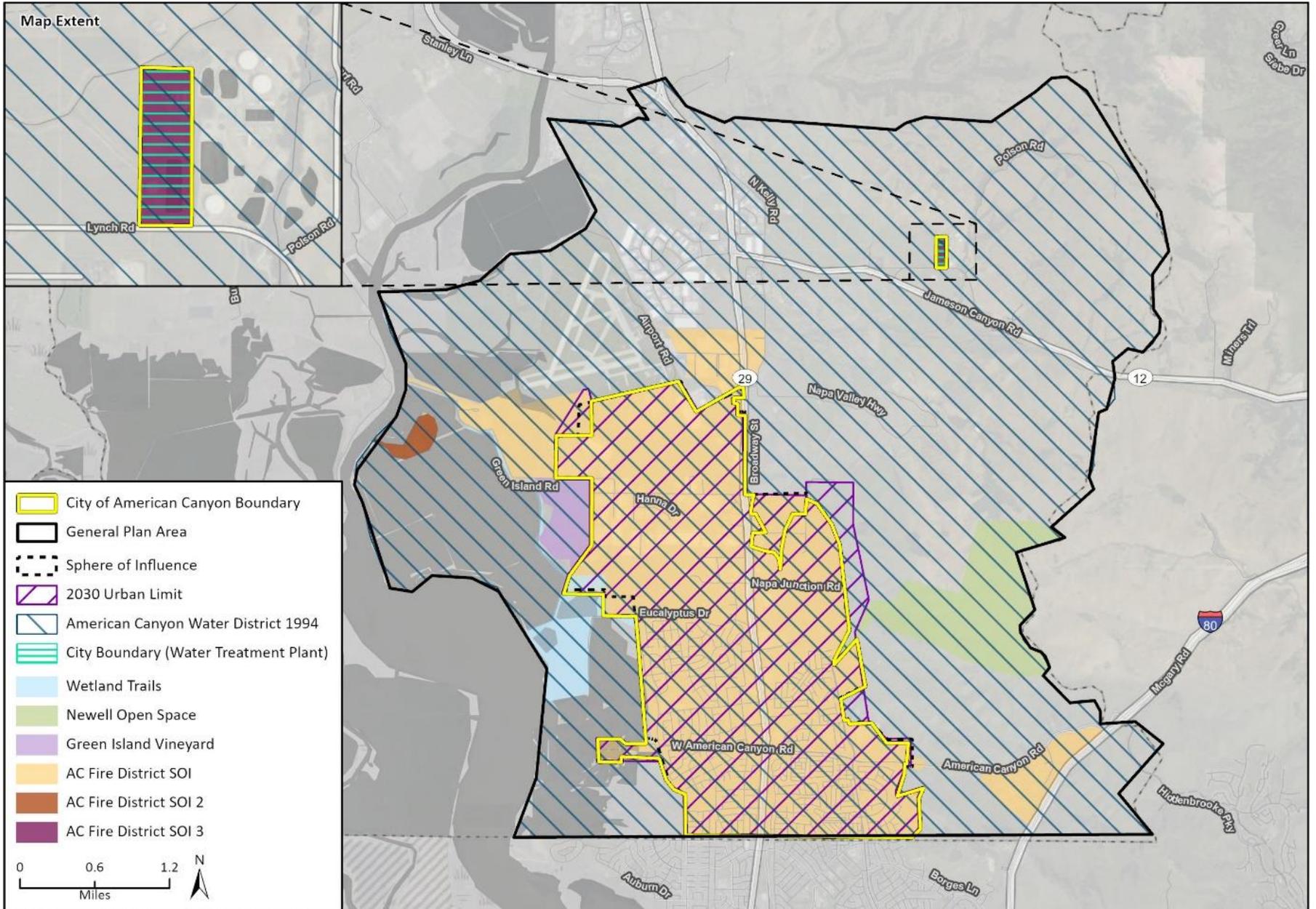
Figure 3 Area of Proposed Land Use Element Amendments



Basemap provided by Microsoft Bing, Esri and their licensors © 2022.
 Additional data provided by the City of American Canyon, 2022.

American Canyon GPU and the
 Fig 3 Proposed Land Use Element Amendments

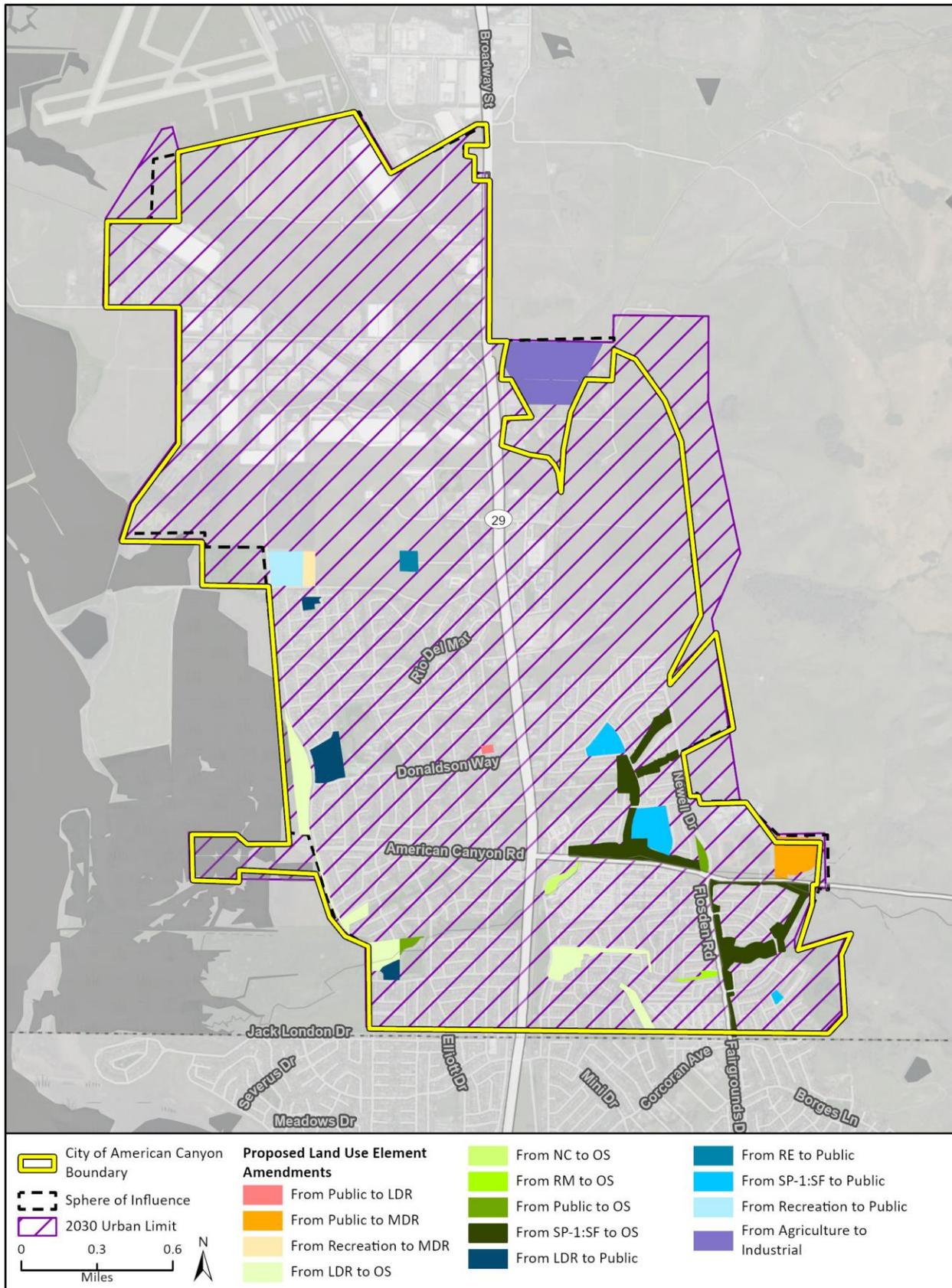
General Plan Study Area



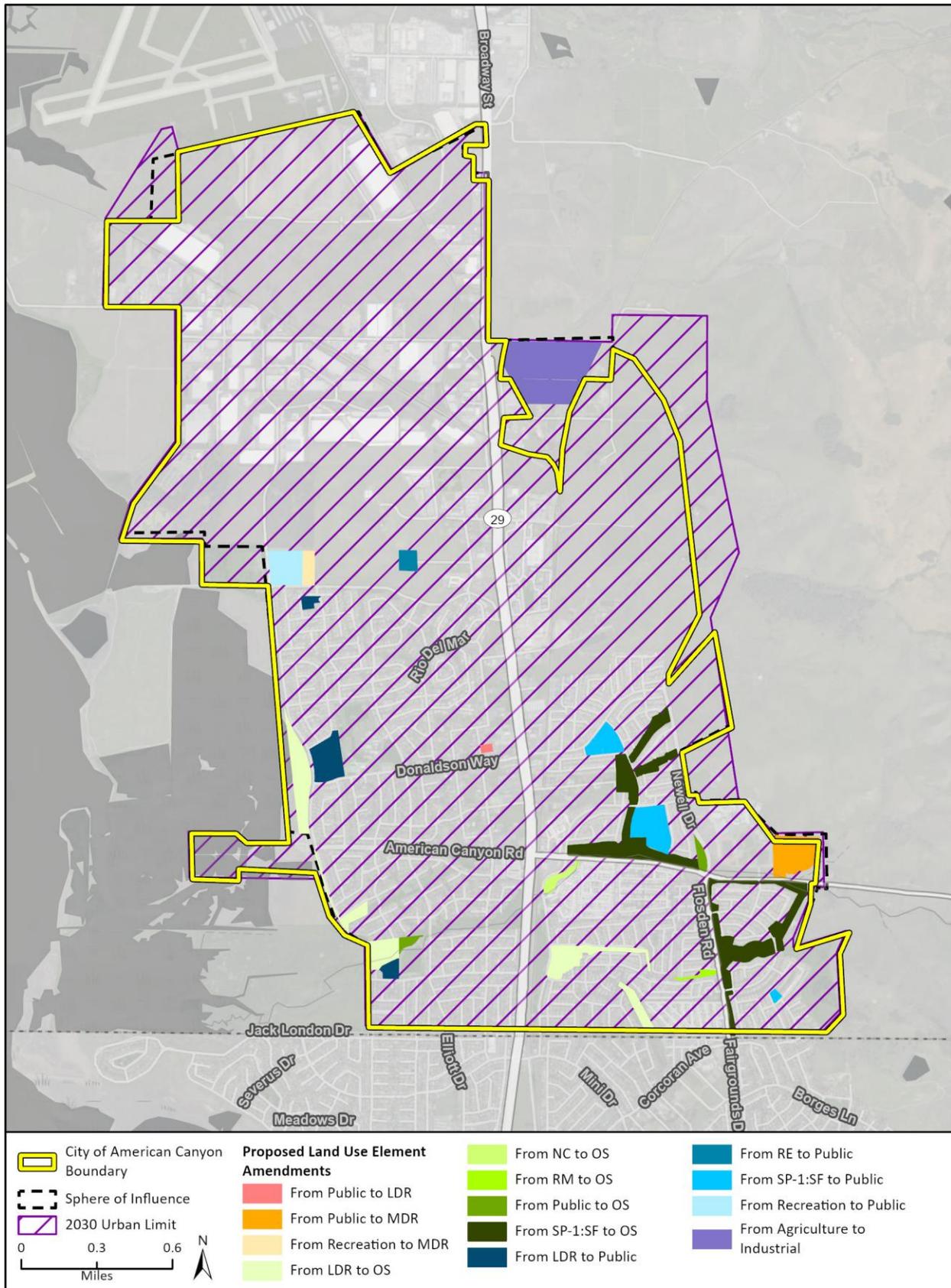
Basemap provided by Microsoft Bing, Esri and their licensors © 2022.
 Additional data provided by the City of American Canyon, 2022.

American Canyon GPD and EIR
 Fig. 2 Project Location Map

Figure 1 Area of Proposed Land Use Element Amendments



Proposed Land Use Element Amendments





NOTICE OF PREPARATION City of American Canyon General Plan Update

Date: April 19, 2022

To: Reviewing Agencies, Interested Parties, and Organizations

Subject: Notice of Preparation of a Draft Environmental Impact Report for the City of American Canyon General Plan Update

The City of American Canyon (City) is preparing an update to the City's General Plan. The City has determined that a Program Environmental Impact Report (EIR) will be necessary to evaluate environmental impacts of the General Plan Update pursuant to the California Environmental Quality Act (CEQA). In compliance with CEQA, the City will be the Lead Agency and will prepare the Program EIR. The City is requesting comments and guidance on the scope and content of the Program EIR from responsible and trustee agencies, interested public agencies, organizations, and the general public (CEQA Guidelines Section 15082).

This Notice of Preparation (NOP) provides a summary of the General Plan Update; includes the City's preliminary identification of the potential environmental issues to be analyzed in the EIR; and provides information on how to comment on the scope of the EIR.

Notice of Preparation Public Review Period: April 19, 2022 to May 19, 2022

The City requests your careful review and consideration of this notice, and it invites any and all input and comments from interested agencies, persons, and organizations regarding the preparation of the Program EIR. Comments and responses to this notice must be in writing and submitted to the Lead Agency Contact through May 19, 2022 at 4:00 p.m. If applicable, please indicate a contact person for your agency or organization. If your agency is a responsible agency as defined by CEQA Guidelines Section 15381, your agency may use the environmental documents prepared by the City when considering permits or approvals for action regarding the project.

Lead Agency Contact:

Brent Cooper, Community Development Director
 City of American Canyon Community Development Department
 4381 Broadway Street, Suite 201
 American Canyon, California 94503
bcooper@cityofamericancanyon.org

Written Comments: Please submit written comments within 30 days of the date of this notice to any of the below by 4:00 p.m. on May 19, 2022:

- Email: njones@cityofamericancanyon.org
- Regular Mail: Nicolle Jones, Community Development Department, City of American Canyon, 4381 Broadway Street, Suite 201, American Canyon, California 94503

Public Scoping Meeting: The City will hold a virtual scoping meeting to provide an opportunity for agency staff and interested members of the public to submit written and oral comments on the scope of the environmental issues to be addressed in the EIR. The scoping meeting will be held on **Wednesday, May 5, 2022 at 6:00 p.m.** To attend the scoping meeting, go to <https://zoom.us/join>.

Webinar ID: 879 2535 9973

Passcode: 253149

Dial: (408) 638 0968

The scoping presentation will be available to view after May 9, 2022 on <https://www.cityofamericancanyon.org/government/city-hall/city-clerk/meetings-agendas>.

Project Background: The City must undertake a technical update to its General Plan to ensure the General Plan is internally consistent and maintains a balance of land uses; maintains and supports quality-of-life, community satisfaction, and safety for all residents; and meets new State requirements. A Regional Location map is included as Figure 1.

Project Location: The General Plan Update will encompass the City of American Canyon city limits, the Sphere of Influence, Urban Limit Line, and historic water service area (Figure 2).

Proposed Project: The American Canyon General Plan update will serve as a long-term framework for future growth and development. The General Plan represents the community's view of its future and contains the goals and polices upon which the City Council, Planning Commission, staff, and the entire community will base land use and resource decisions. To provide a contemporary plan that will guide the community through the next 20 years, the General Plan update will reflect recent development decisions and changes in State law. Major components of the comprehensive technical General Plan Update include:

- **Land Use Element.** This element will resolve inconsistencies between existing and General Plan land uses and accommodate land use amendments for certain properties owned by the Napa Valley Unified School District. Proposed land use amendments are depicted in Figure 3.
- **Circulation Element.** This element will incorporate Vehicle Miles Travelled policies consistent with Senate Bill 743 (SB 743); incorporate the "West Side Connector" roadway alignment; update street standards for all modes, including pedestrians, bicyclists, and transit consistent with the California Complete Streets Act.
- **Community Services Element.** This element will focus on goals and policies related to public services, including police, fire, and emergency services.
- **Open Space and Recreation Element.** This element will address the wide variety of parks, trails, and open spaces serving the diverse recreation needs of American Canyon residents, particularly youth, and

emphasize the unique features of the City’s natural environment – from the Newell Open Space to the east to the wetlands and trails to the west.

- **Conservation Element.** This element will consider the effects of existing and planned development on natural resources located on public lands, including military installations, consistent with Government Code Section 65302(d). This Element will address State law requirements, including air quality, greenhouse gas emissions, and climate change adaptation.
- **Safety Element.** This element will cover seismic activity, other geologic hazards, fire hazards, hazardous materials, flooding, and other potential hazards, consistent with Government Code Section 65302(g). It will also address resiliency and risks from natural hazards in American Canyon, pursuant to SB 379. This element update will require a vulnerability analysis to comply with State law.
- **Noise Element.** This element will noise element requirements, consistent with Government Code Section 65302(f), including new existing noise contours as well as projected noise contours based on future traffic volumes projected to arise from improvements planned for in the Circulation Element.
- **Housing Element.** This element will be an update for the 2022-2030 RHNA cycle to adequately plan to meet the housing needs of everyone in the community, consistent with Government Code Section 65583. Due to State-Mandated deadlines, the Housing Element update is anticipated to be completed earlier than the rest of the comprehensive technical General Plan update.
- **Implementation.** This chapter will be a comprehensive implementation strategy with discrete, tangible actions that the City will undertake to carry out all the Plan’s goals, policies, and objectives. It will also highlight goals, policies, and programs related to administration of the General Plan. The chapter will detail timing, potential funding sources, and the responsible parties for each implementation measure.

Project Alternatives: The EIR will evaluate a reasonable range of project alternatives that, consistent with CEQA, meet most of the project objectives and reduce or avoid potential environmental effects, including a required No Project Alternative.

Potential Environmental Effect Areas: The EIR will describe the reasonably foreseeable and potentially significant adverse effects of the proposed project (both direct and indirect). The EIR also will evaluate the cumulative impacts of the project when considered in conjunction with other related past, present, and reasonably foreseeable future projects. The City preliminarily anticipates that the proposed project could result in potentially significant environmental impacts in the following topic areas, which will be further evaluated in the EIR.

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Greenhouse Gas Emissions
- Land Use and Planning
- Noise
- Population and Housing
- Public Services and Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire
- Cumulative Effects
- Growth Inducing Effects

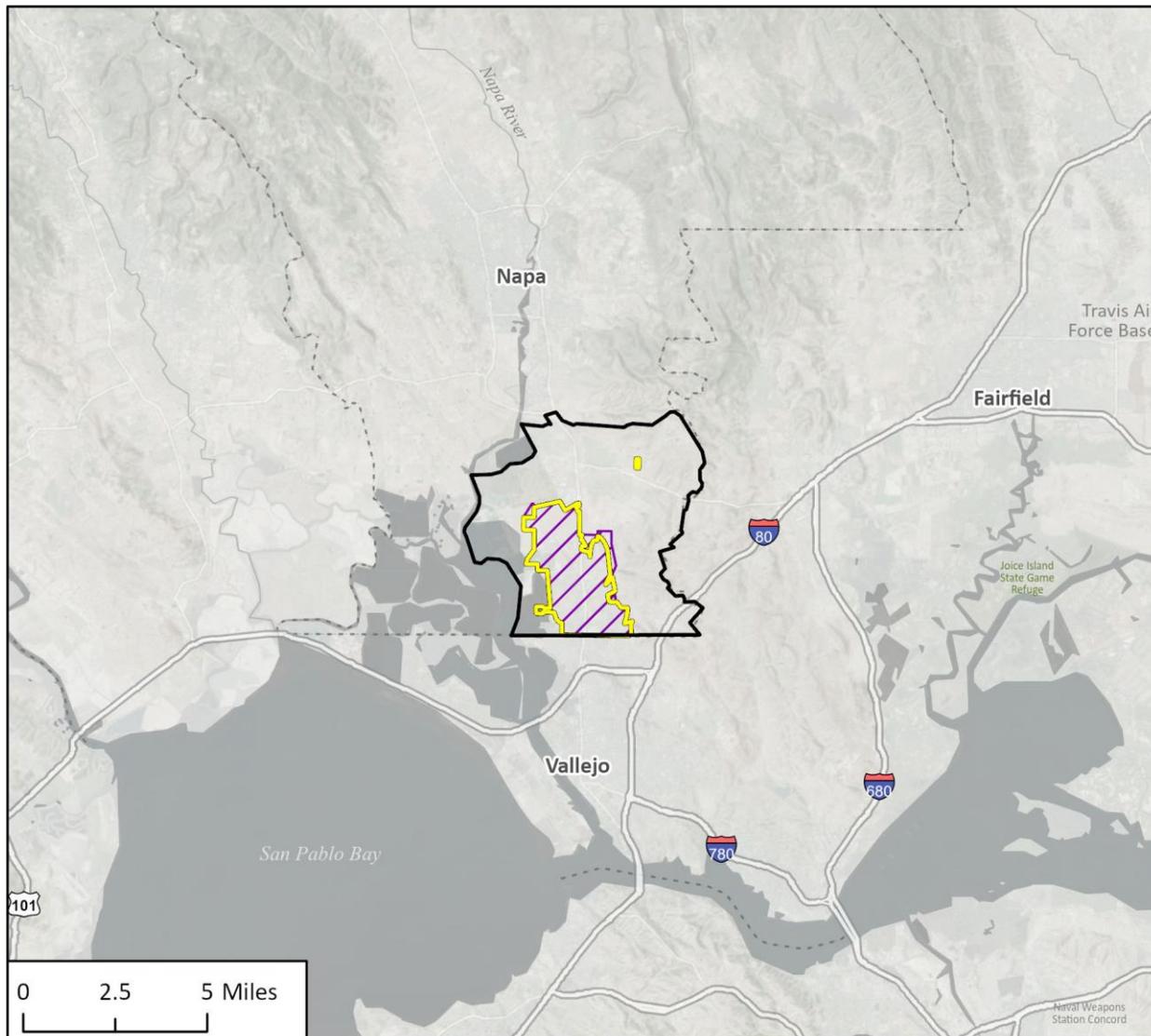
When the Draft EIR is completed, it will be available for review at the City's offices located at 4381 Broadway Street, Suite 201, American Canyon, California 94503 and online at: <https://www.cityofamericancanyon.org/government/community-development/planning-zoning/general-plan-update>. The City will issue a Notice of Availability of a Draft EIR at that time to inform the public and interested agencies, groups, and individuals of how to access the Draft EIR and provide comments.

If you have questions regarding this NOP or the scoping meeting, please contact Brent Cooper at (707) 647-4335 or via email at bcooper@cityofamericancanyon.org

Brent Cooper, Community Development Director

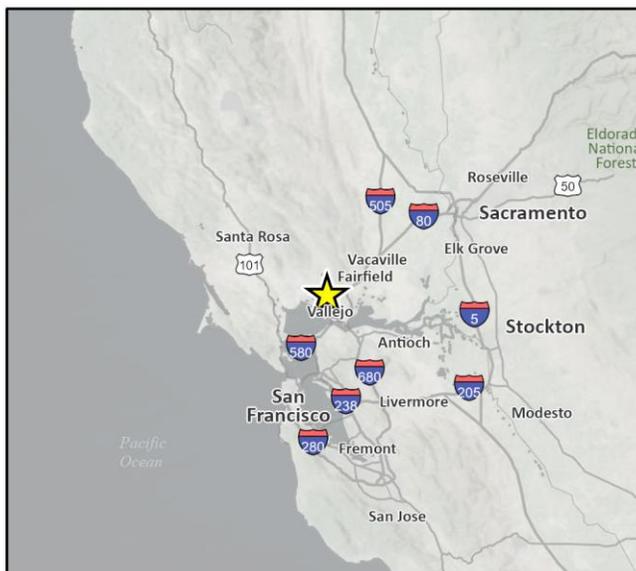
Date

Figure 1 Regional Location



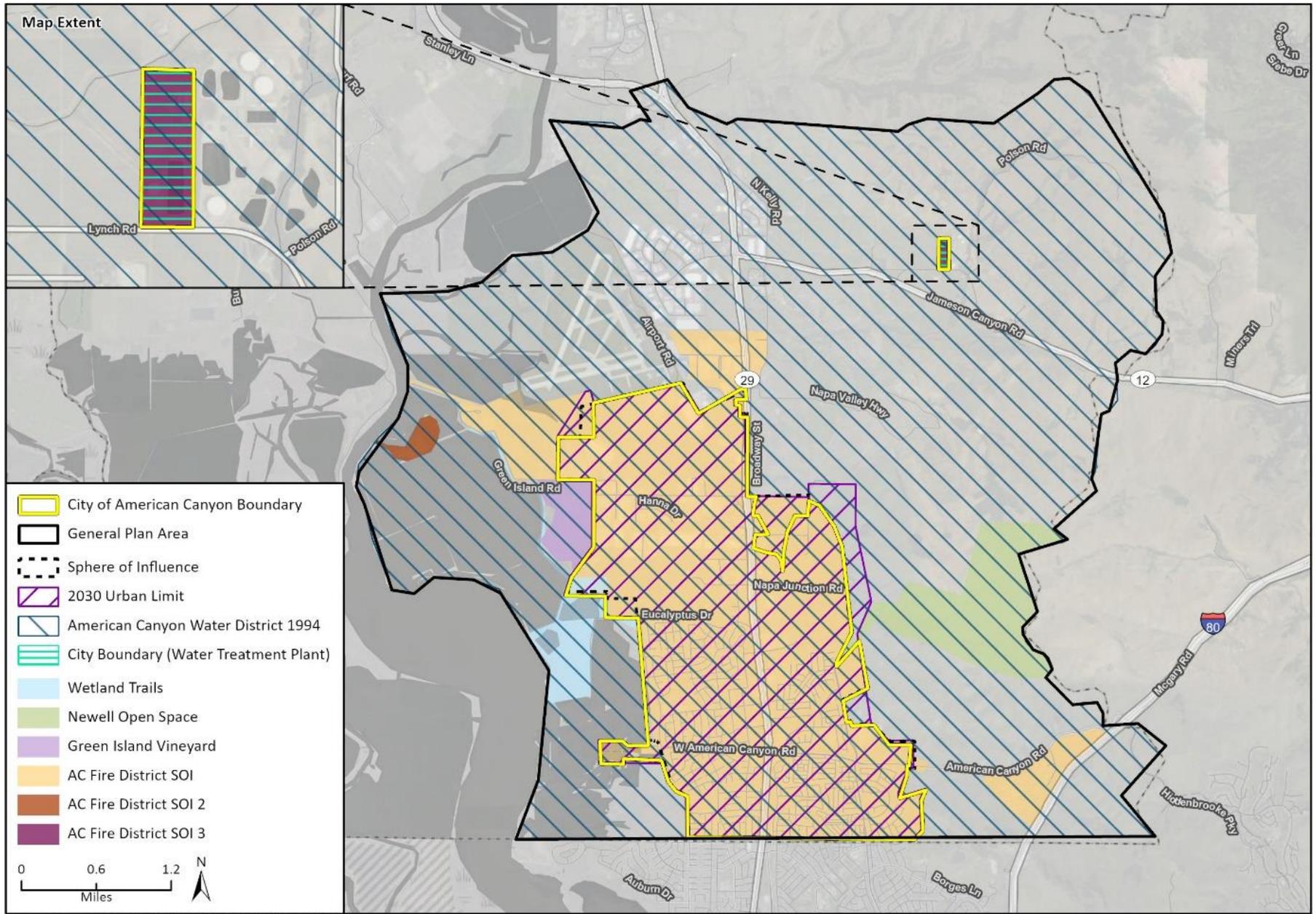
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 Additional data provided by the City of American Canyon, 2022.

-  City of American Canyon Boundary
-  General Plan Area
-  2030 Urban Limit
-  Project Location



American Canyon GPU and EIR

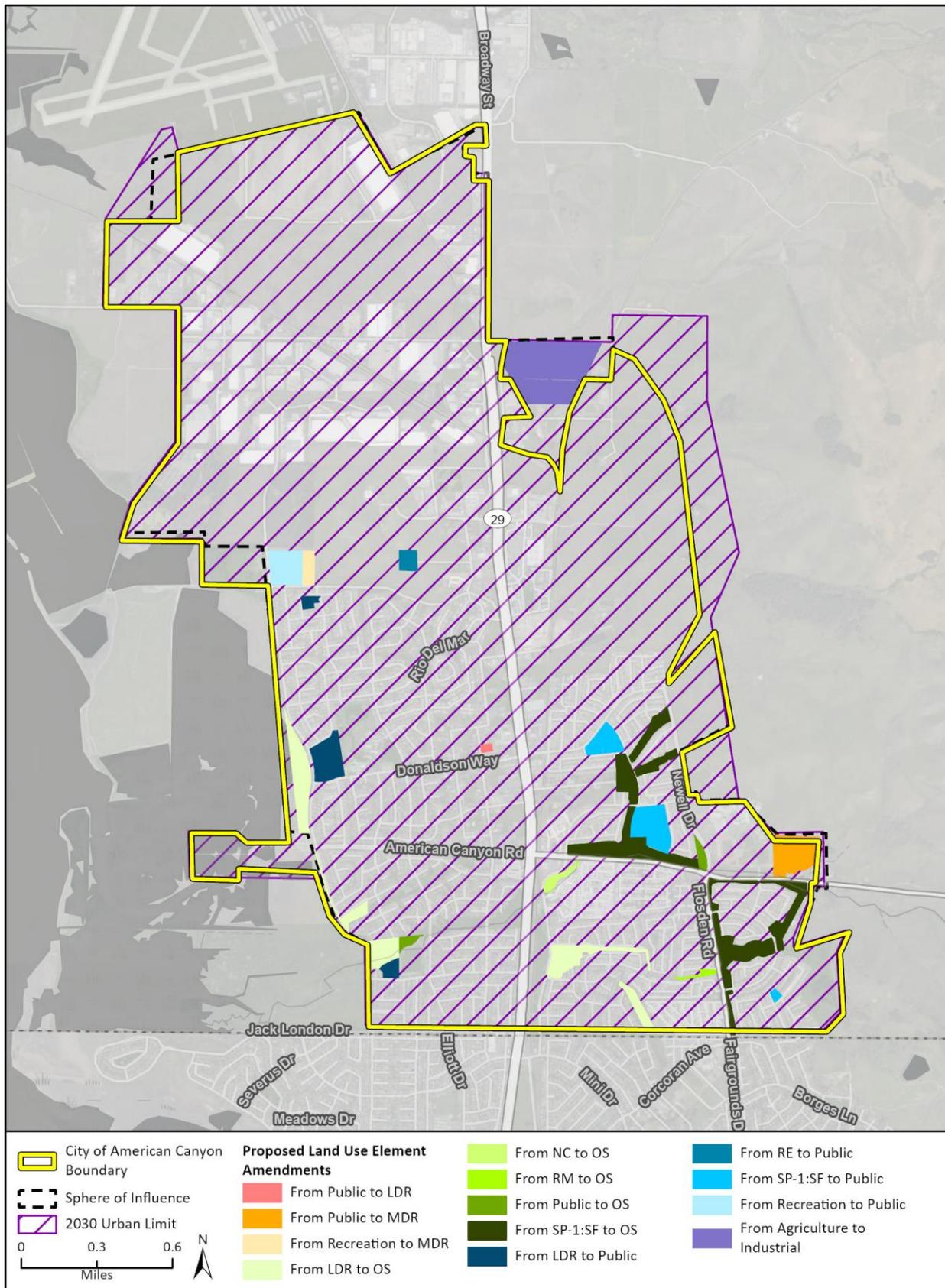
Figure 2 Project Location



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 Additional data provided by the City of American Canyon, 2022.

City of American Canyon 2022
 Fig. 2 Project Location Map

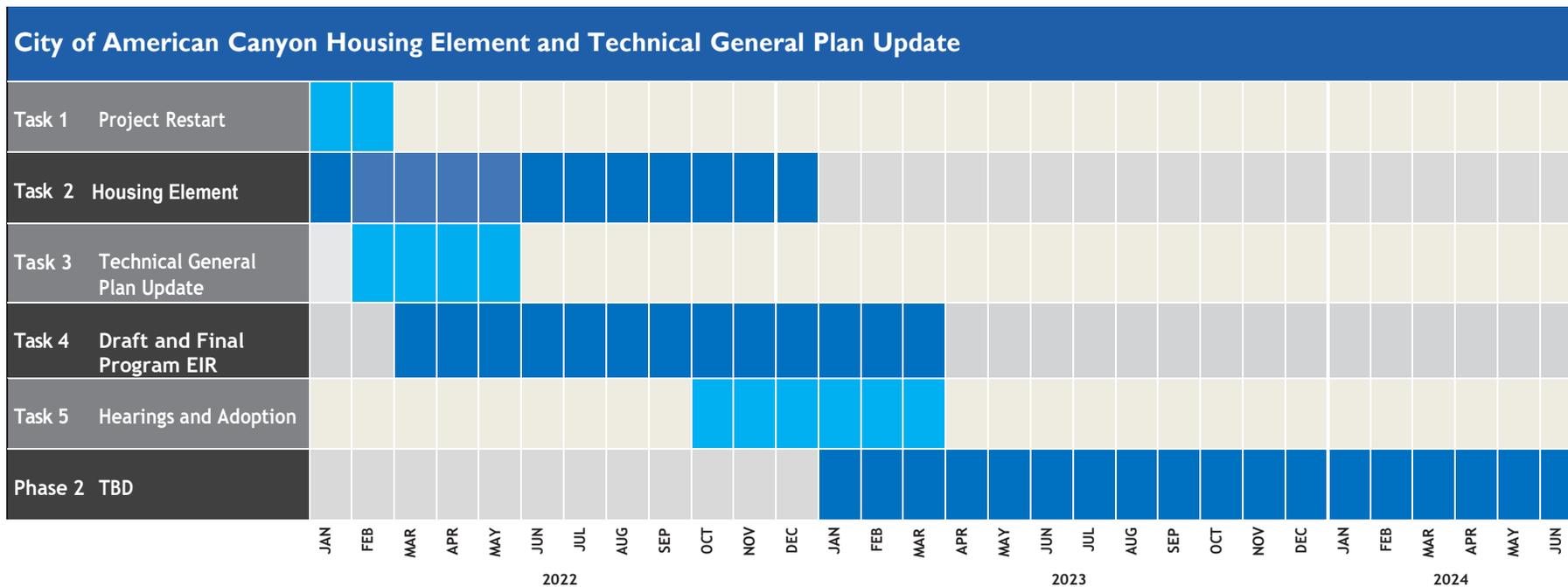
Figure 3 Area of Proposed Land Use Element Amendments



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American Canyon GPU and the
 Fig 3 Proposed Land Use Element Amendments

Phase 1 General Plan Update Schedule



Prepared by Mintier Harnish | February 17, 2022